

EXHIBIT A-1

Seller Facilities

(SEE ATTACHED)

SELLER FACILITIES

1. Main Hospital Facility, 2827 Fort Missoula Rd.
2. CPG Coumadin Clinic, 2825 Fort Missoula Rd., Ste. 115
3. CPG OB/GYN, 2825 Fort Missoula Rd., Ste. 217
4. Rocky Mountain Perinatal Associates, 2825 Fort Missoula Rd., Ste. 217
5. CPG Pulmonology, 2825 Fort Missoula Rd., Ste. 115
6. CPG MT Neurobehavioral Specialists, 2825 Fort Missoula Rd., Ste. 317
7. CPG Maternal Fetal Medicine, 2825 Fort Missoula Rd., Ste. 213
8. CMC Rehabilitation Physicians, 2827 Fort Missoula Rd.
9. Rocky Mountain Neonatology, 2827 Fort Missoula Rd.
10. Community Pediatric Hospitalists/Intensivists, 2827 Fort Missoula Rd., 3rd Flr.
11. CPG Parkside Community Family Care, 2831 Fort Missoula Rd., Ste. 146
12. CPG Cardiology/General & Vascular Surgery, 2831 Fort Missoula Rd., Ste. 102
13. CMC Outpatient Lab, 2831 Fort Missoula Rd., Ste. 101
14. Community Rx, 2835 Fort Missoula Rd., Ste. 101
15. CPG Thoracic Surgery, 2835 Fort Missoula Rd., Ste. 204
16. CPG Missoula Valley Pediatrics, 2835 Fort Missoula Rd., Ste. 201
17. CPG Missoula Valley Pediatrics, 2835 Fort Missoula Rd., Ste. 205
18. CPG Mountain View Family Medicine & OB, 2835 Fort Missoula Rd., Ste. 101
19. WellCare, 2835 Fort Missoula Rd., Ste. 203
20. CPG Dermatology, 2835 Fort Missoula Rd., Ste. 302
21. CPG Occupational Health, 2835 Fort Missoula Rd., Ste. 101
22. CMC Pediatric Specialty Clinic, 2835 Fort Missoula Rd., Ste. 301
23. Community Cancer Care Center, 2837 Fort Missoula Rd.
24. CPG Stevensville, 3800 Eastside Hwy. (Stevensville, MT 59870)
25. CPG MT Neurobehavioral Specialists South, 1622 South Avenue West
26. CPG North Reserve Walk-In Clinic, 2230 North Reserve St.
27. CPG North Reserve Primary Care, 2230 North Reserve St.
28. CPG South Reserve, 1211 S. Reserve St., Ste. 101
29. CPG Diabetes & Endocrinology Associates, 1211 S. Reserve St., Ste. 101
30. CPG Diabetes & Nutrition Center, 1211 S. Reserve St., Ste. 101
31. Community Bridges, 2685 Palmer St., Ste. D
32. Home and Community Based Services, 2685 Palmer St.
33. WORCcenter, 2685 Palmer St.
34. CPG Frenchtown, 16862 Beckwith Street (Frenchtown, MT 59834)
35. Therapy Program at YMCA, 3000 S. Russell St.

(All locations in Missoula, MT unless otherwise denoted).

EXHIBIT A-2

Controlled Joint Venture Facilities

(SEE ATTACHED)

CONTROLLED JOINT VENTURE FACILITIES

1. Montana Heart, Montana Heart Center, 2827 Fort Missoula Road
2. Radiation Oncology JV, Community Cancer Care Center, 2837 Fort Missoula Road, Ste. B

EXHIBIT A-3

Minority Joint Venture Facilities

(SEE ATTACHED)

MINORITY JOINT VENTURE FACILITIES

1. Big Sky, 2833 Fort Missoula Road
2. Advanced Imaging, 2803 South Avenue
3. Advanced Imaging ((Screening) Mammagraphy), 3275 North Reserve, Suite A
4. MHA, Partners In Home Care, 2687 Palmer Street, Suite B, Missoula, MT 59808
5. MHA, Partners In Home Care - Polson Branch, 1-14th Avenue West, Polson, MT 59860

EXHIBIT A-4

[CONFIDENTIAL]

EXHIBIT B

Bill of Sale

(SEE ATTACHED)

GENERAL ASSIGNMENT, CONVEYANCE AND BILL OF SALE

This GENERAL ASSIGNMENT, CONVEYANCE AND BILL OF SALE (this "*Bill of Sale*") is made and entered into this ___ day of _____, 20___, Community Medical Center, Inc., a Montana corporation and tax-exempt entity pursuant to Section 501(c)(3) of the Internal Revenue Code ("*Seller*") and RCHP/Billings – Missoula, LLC, a Delaware limited liability company ("*Buyer*"). Seller and Buyer may be referred to individually as a "*Party*," and collectively, as the "*Parties*." This Bill of Sale is being delivered pursuant to that certain Asset Purchase Agreement, dated September 4, 2014, by and among the Parties, Billings/RCHP Healthcare Holdings, LLC, Billings Clinic and RCHP-Montana, LLC (the "*Agreement*"), and is subject to all of the terms and conditions thereof. Any capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

WITNESSETH, that Seller, for good and valuable consideration as provided in the Agreement, the receipt and adequacy of which hereby are acknowledged, sell, convey, transfer and deliver to Buyer, effective as of the Closing Date, and Buyer does hereby purchase, acquire and accept, effective as of the Closing Date, Seller's Assets.

TO HAVE AND TO HOLD the Assets, rights and interests unto Buyer, its successors and assigns, to and for their use forever.

Seller shall, at Buyer's request and without further consideration, execute and deliver to Buyer such further documents, and take such further actions, as Buyer reasonably may deem to be necessary to further consummate or evidence the sale and assignment made to Buyer hereby, or to vest in Buyer all of Seller's right, title and interest in and to the Assets.

Neither the making nor the acceptance of this Bill of Sale shall constitute a waiver or release by Seller or Buyer of any rights, liabilities, duties or obligations granted to or imposed upon them by the terms of the Agreement. This Bill of Sale is delivered pursuant to the Agreement and is subject in all respects to the provisions thereof and is not meant to alter, enlarge or otherwise modify the provisions of the Agreement. Seller hereby constitutes and appoints Buyer its true and lawful attorney, with full power of substitution, in the name of Seller or otherwise, and on behalf and for the benefit of Buyer, to collect for their account the accounts receivable included in the Assets transferred hereunder, to endorse checks and other instruments related thereto, and to institute and prosecute, from time to time, in the name of Seller or otherwise, any and all actions, suits and proceedings arising from and after the date hereof which Buyer deems proper to collect, assert or enforce any claim, title, right, debt, note or actions, suits or proceedings arising from or after the date hereof with respect to such accounts receivable. Seller hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable.

This Bill of Sale shall be governed by and construed in accordance with the domestic laws of the State of Montana as applied to contracts made and performed in the State of Montana.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT C

Assignment and Assumption Agreements

(SEE ATTACHED)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("*Assignment*") is entered into effective as of the ___ day of _____, 2014 (the "*Closing Date*"), by Community Medical Center, Inc., a Montana corporation and tax-exempt entity pursuant to Section 501(c)(3) of the Internal Revenue Code ("*Assignor*"), and RCHP/Billings – Missoula, LLC, a Delaware limited liability company ("*Assignee*"). Capitalized terms used herein not otherwise defined shall have the meanings assigned to them in that certain Asset Purchase Agreement, dated _____, 2014, by and among Assignor, Assignee Billings/RCHP Healthcare Holdings, LLC, Billings Clinic and RCHP-Montana, LLC (the "*Agreement*").

RECITALS

WHEREAS, Assignor and Assignee are parties to the Agreement which provides for, among other things, the purchase by Assignee of (i) substantially all of the assets, real and personal, tangible and intangible, constituting the Seller Facilities, and (ii) Assignor's interest in the Joint Ventures in exchange for the consideration specified in the Agreement; and

WHEREAS, pursuant to the Agreement, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume from Assignor, the Assumed Contracts, Tenant Leases and Seller Leases (collectively, the "*Assumed Contracts and Leases*").

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and other agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors and assigns all of Assignor's right, title and interest in, to and under the Assumed Contracts and Leases effective as the Effective Time.

2. Assumption. By execution hereof, Assignee agrees to, and hereby does, assume the future payment and performance of the Assumed Liabilities (including Assignor's obligations under the Assumed Contracts and Leases accruing, arising or to be performed after the Effective Time), and agrees to be bound by all the terms, covenants and conditions of the Assumed Contracts and Leases to be performed and observed under the Assumed Contracts and Leases from and after the Effective Time. The parties agree and acknowledge that Assignor shall have no obligations or liabilities under the Assumed Contracts and Leases in respect of matters accruing from and after the Effective Time and that Assignee shall have no obligations or liabilities under the Assumed Contracts and Leases in respect of matters arising or accruing prior to the Effective Time.

3. Counterparts and Facsimile Signatures. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, binding on all of the parties hereto. Facsimile or electronic signatures on this Assignment shall be deemed to be original signatures for all purposes.

4. Governing Law. The parties agree that this Assignment shall be governed by and construed in accordance with the Laws of the State of Montana without giving effect to any choice or conflicts of law provision or rule thereof.

5. Headings. The headings used in this Assignment have been inserted for convenience and do not constitute provisions to be construed or interpreted in connection with this Assignment.

6. Further Assurances. Assignor and Assignee shall execute and deliver such other documents and take such other actions as may be reasonably necessary or desirable to confirm or effectuate the assignments and assumptions contemplated hereby.

7. Benefit; Purpose; Modification. This Assignment shall inure to the benefit of and be binding upon Assignee, Assignor, and their respective legal representatives, successors and assigns. The sole purposes hereof are to assign certain rights to Assignee and to relieve Assignors of certain liabilities and obligations and not to create third party beneficiary rights. Therefore this assignment may be modified by a writing signed by Assignee and Assignor without the consent of any third party.

8. The Agreement. This Assignment shall be subject to the representations, warranties, covenants and other terms and conditions of the Agreement, which are incorporated by reference herein. In the event of any conflict or inconsistency in the terms of this Assignment and those in the Agreement, the Agreement shall in all cases govern and control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment or caused this Assignment to be executed by their duly authorized representatives as of the date first above written.

ASSIGNOR:

COMMUNITY MEDICAL CENTER, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

RCHP/BILLINGS – MISSOULA, LLC

By: _____
Name: _____
Title: _____

EXHIBIT D

Assignments of Membership Interest

(SEE ATTACHED)

ASSIGNMENT OF MEMBERSHIP INTEREST IN

THIS ASSIGNMENT OF MEMBERSHIP INTEREST (this "*Assignment*") is executed as of _____, 20__ (the "*Closing Date*"), by Community Medical Center, Inc., a Montana corporation and tax-exempt entity pursuant to Section 501(c)(3) of the Internal Revenue Code ("*Assignor*"), and RCHP/Billings – Missoula, LLC, a Delaware limited liability company ("*Assignee*"). Capitalized terms used herein not otherwise defined shall have the meanings assigned to them in the Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of September 4, 2014 (the "*Agreement*"), providing for, among other things, the purchase by Assignee of (i) substantially all of the assets, real and personal, tangible and intangible, constituting the Seller Facilities, and (ii) Assignor's interest in the Joint Ventures in exchange for the consideration specified in the Agreement; and

WHEREAS, _____, a [Montana] limited liability company (the "*Company*") was formed on _____, _____ by the filing of the [Articles of Organization] with the Officer of the Secretary of the State of [Montana]; and

WHEREAS, Assignor owns a ___% membership interest in the Company; and

WHEREAS, Pursuant to the Agreement, Assignor agreed to transfer to Assignee all of Assignor's membership interest in the Company (the "*Membership Interests*") in exchange for the consideration set forth in the Agreement; and

WHEREAS, the parties desire to enter into this Assignment to effectuate the transfer and vesting in Assignee of the Membership Interests.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment**. Effective as of the Effective Time, Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest of Assignor in the Membership Interests, together with all rights at law or otherwise associated with the Membership Interests accruing on or after the Effective Time.

2. **Counterparts and Facsimile Signatures**. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, binding on all of the parties hereto. Facsimile or electronic signatures on this Assignment shall be deemed to be original signatures for all purposes.

3. **Governing Law**. The parties agree that this Assignment shall be governed by and construed in accordance with the Laws of the State of Montana without giving effect to any choice or conflicts of law provision or rule thereof.

4. **Headings**. The headings used in this Assignment have been inserted for convenience and do not constitute provisions to be construed or interpreted in connection with this Assignment.

5. **Further Assurances**. Assignor and Assignee shall execute and deliver such other documents

and take such other actions as may be reasonably necessary or desirable to confirm or effectuate the assignment contemplated hereby.

6. Successors and Assigns. This Assignment and the terms and provisions hereof shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of Assignor and Assignee.

7. Benefit; Purpose; Modification. This Assignment shall inure to the benefit of and be binding upon Assignee, Assignor, and their respective legal representatives, successors and assigns. The sole purposes hereof are to assign certain rights to Assignee and not to create third party beneficiary rights. Therefore this assignment may be modified by a writing signed by Assignee and Assignor without the consent of any third party.

8. The Agreement. This Assignment shall be subject to the representations, warranties, covenants and other terms and conditions of the Agreement, which are incorporated by reference herein. In the event of any conflict or inconsistency in the terms of this Assignment and those in the Agreement, the Agreement shall in all cases govern and control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment or caused this Assignment to be executed by their duly authorized representatives as of the date first above written.

ASSIGNOR:

COMMUNITY MEDICAL CENTER, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

RCHP/BILLINGS – MISSOULA, LLC

By: _____
Name: _____
Title: _____

EXHIBIT E

Indebtedness to be Released at Closing

(SEE ATTACHED)

INDEBTEDNESS TO BE RELEASED AT CLOSING

Description	Payoff Amount as of June 30, 2014*
Promissory Note, and related Long Term Escrow Agreement, each dated February 1, 2013, in favor Jesse Pitt, M.D. by Seller for purchase of Units 223-233 of Community Physicians Center Condominiums, 2825 Fort Missoula Road, Missoula, MT 59804	\$187,620
Banc of America Public Capital Corp., Master Financing Agreement, dated July 1, 2013	\$7,449,000**
Series 2010D Bonds	\$19,015,000
Series 2010E Bonds	\$5,850,000
Series 2010B Note	\$8,305,620
First Interstate Bank, Business Loan Agreement, dated January 23, 2014	\$0***
Seller Total	\$40,807,240
Montana Heart, First Interstate, dated June 1, 2010, on Montana Heart's ledger for accounting purposes	\$148,264.99
Montana Heart Total	\$148,264.99
Total (Seller and Montana Heart)	\$40,954,884.99

* To be updated prior to Closing.

** Estimate. The actual payoff amount shall be the sum required by Banc of America Public Capital Corp. to discharge all indebtedness outstanding under the Master Financing Agreement, and all equipment schedules thereto, in full and discharge all liens related thereto.

*** There was no balance on the line of credit as of August 27, 2014

EXHIBIT F

[CONFIDENTIAL]

EXHIBIT G

DEA Power of Attorney

(SEE ATTACHED)

**LIMITED POWER OF ATTORNEY
FOR USE OF DEA REGISTRATION NUMBER
AND DEA ORDER FORMS**

Community Medical Center, Inc., a Montana corporation, a tax-exempt entity pursuant to Section 501(c)(3) of the Internal Revenue Code, and the owner and operator of Community Medical Center (the "**Hospital**"), a general acute care hospital located at 2827 Fort Missoula Road, Missoula, MT 59804 ("**Seller**"), is authorized under DEA registration number [AM4979538] to sign the current applications for registration and licensure as the registrant under the Controlled Substances Act of the United States.

Seller has made, constituted, and appointed, and hereby makes, constitutes and appoints RCHP/Billings – Missoula, LLC, a Delaware corporation ("**Buyer**"), as Seller's agent and true and lawful attorney-in-fact for the limited purpose of utilizing Seller's DEA registration[s] to continue its controlled substance related operations of the Hospital. Buyer or its designee may act in this capacity until such time as Buyer or its designee obtains a new DEA registration for the Hospital, but in no event shall this Limited Power of Attorney continue more than forty-five (45) calendar days after the closing of the transaction contemplated under that certain Asset Purchase Agreement dated as of September 4, 2014, (the "**Asset Purchase Agreement**") to which Seller and Buyer are parties, unless, despite Buyer's good faith efforts, the issuance of a DEA registration[s] for the Hospital is delayed by the applicable governmental agency. Seller further grants this Limited Power of Attorney to Buyer or its designee to act as the true and lawful agent and attorney-in-fact of Seller, and to act in the name, place, and stead of Seller, to execute applications for books of official order forms, to sign such order forms in requisition for controlled substances, in accordance with Section 308 of the Controlled Substances Act (21 U.S.C. 828) and part 1305 of Title 21 of the Code of Federal Regulations, and to carry out the controlled substance activities of the Hospital under Buyer's DEA registration.

Seller recognizes that it remains legally responsible for the DEA and other registrations issued to it during the period in which this Limited Power of Attorney is in effect. Therefore, Seller grants this Limited Power of Attorney based upon the following covenants and warranties of Buyer: (a) Buyer shall follow and abide by and comply with all federal and state laws governing the regulation of controlled substances and pharmacy practice at all times while utilizing this limited power of attorney, and (b) Buyer, or its designee, shall make application for and diligently pursue and use its commercially reasonable best efforts to obtain its own DEA registration required for the distribution of pharmaceuticals at the Hospital as soon as reasonably practicable.

Buyer shall, and hereby agrees to indemnify Seller against and hold Seller harmless for all losses, liabilities, costs, expenses (including reasonable attorneys' fees), fines, and penalties incurred, paid or required under penalty of law to be paid by Seller arising out of (a) Buyer's use of the DEA registration required under the laws of the United States or the State of Montana to continue pharmacy operations at the Hospital from and after the Closing Date and (b) Buyer's failure to comply with Buyer's covenants and warranties contained herein.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement. This Limited Power of Attorney For Use of DEA Registration Number and DEA Order Forms may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, binding on all of the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Buyer have executed this Limited Power of Attorney For Use of DEA Registration Number and DEA Order Forms as of the ____ day of _____, 2014, to be effective as of 12:01 a.m., _____ Time, on ____ day of _____, 2014.

SELLER:

BUYER:

COMMUNITY MEDICAL CENTER, INC.

RCHP/BILLINGS – MISSOULA, LLC

By: _____

By: _____

Its: Authorized Representative

Its: Authorized Representative

Witness: _____

Witness: _____

Witness: _____

Witness: _____

Witness: _____

Witness: _____

EXHIBIT 6.17

Tenant Estoppel

(SEE ATTACHED)

TENANT ESTOPPEL CERTIFICATE

_____, a _____ (the "Tenant") hereby certifies to [*Purchaser affiliate to be determined*], its successors and assigns ("Purchaser") as follows:

1. Pursuant to that certain Lease dated _____ as amended (the "Lease") between Tenant and _____ ("Landlord"), Tenant leases _____ square feet of space (the "Premises") in the building known as _____ located at _____, Montana _____ (the "Building"). The Lease, as amended, modified and supplemented, is in full force and effect, and represents the entire agreement between Tenant and Landlord for the Premises. There are no amendments, modifications or supplements to the Lease, whether oral or written, except as follows (include the date of each amendment, modification or supplement): _____

2. The term of the Lease began on _____ 20____ and will end on _____, 20____. Tenant has accepted the Premises, is in occupancy, is using the Premises for _____ and is paying rent under the Lease.

3. Tenant does not have any right or option to renew or extend the term of the Lease, to lease other space in the Building or at the land appurtenant to the Building (the "Property"), nor any preferential right to purchase all or any part of the Premises, the Building or the Property except as follows: _____.

4. The Lease is presently in full force and effect and, to the actual knowledge of Tenant, neither Landlord nor Tenant is in default thereunder.

5. Tenant is currently paying annual total rent under the Lease in the amount of _____ Dollars (\$ _____) payable in monthly installments of _____ Dollars (\$ _____). Rent under the Lease has been paid through _____, 20____. As of the date of this certificate, to the actual knowledge of Tenant, there exist no offsets, counterclaims, or defenses of Tenant under the Lease against Landlord, except the following: _____.

6. There are no free rental periods, rebates, advance rental payments, or other matters affecting the rental payable by Tenant under the Lease except for the following: _____.

7. A cash security deposit in the amount of _____ Dollars (\$ _____) has been paid to Landlord under the Lease, and Tenant has not given Landlord any other security or similar deposit.

8. All improvements or repairs required under the terms of the Lease to be made by Landlord through the date hereof (including, but not limited to, all tenant improvements required to be constructed by Landlord under the Lease) have been satisfactorily completed. All allowances and other payments due to Tenant by Landlord under the terms of the Lease have been paid in full, except the following: _____.

9. Tenant acknowledges that this certificate may be relied upon by Landlord, Purchaser, their successors and assigns as owner of the Property, and by any lender making a loan secured by a mortgage or deed of trust on all or any portion of the Property.

Dated this _____ day of _____, 20_____.

TENANT:

By: _____

Name: _____

Title: _____

EXHIBIT 10.2(a)

Buyer Governing Documents

(Operating Agreement)

[CONFIDENTIAL]

EXHIBIT 10.2(b)

Buyer Governing Documents

(Certificate of Formation)

(SEE ATTACHED)

Delaware

PAGE 1

The First State

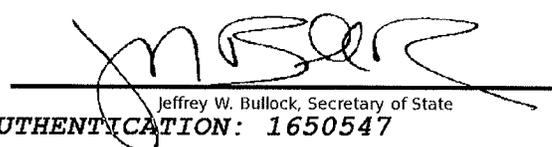
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "RCHP/BILLINGS - MISSOULA, LLC", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF AUGUST, A.D. 2014, AT 3:33 O'CLOCK P.M.

5592874 8100

141111360

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1650547

DATE: 08-27-14

CERTIFICATE OF FORMATION

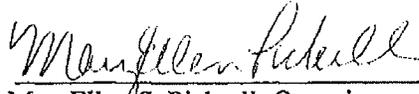
OF

RCHP/BILLINGS - MISSOULA, LLC

1. The name of the RCHP/Billings - Missoula, LLC.

2. The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of RCHP/Billings - Missoula, LLC this 26th day of August, 2014.



MaryEllen S. Pickrell, Organizer