

March 27, 2014

Bidder 4

LETTER OF INTENT

Dear Dr.

The purpose of this letter of intent (this "Letter") is to set forth certain non-binding understandings and certain binding agreements by and between Community Medical Center ("Hospital") and Bidder 4 pursuant to which Hospital intends to affiliate with Bidder 4 through a membership agreement or other form of agreement mutually acceptable to the parties, as more particularly described in the attached term sheet (the "Term Sheet"), incorporated herein by reference.

Paragraphs 1 through 23 of the Term Sheet (collectively, the "Non-Binding Provisions") reflect our mutual understanding of the matters described in them, but each party acknowledges that the Non-Binding Provisions are not intended to create or constitute any legally binding obligation between Hospital and Bidder 4 and neither Hospital nor Bidder 4 shall have any liability to the other party with respect to the Non-Binding Provisions until a definitive agreement and other related documents (collectively, the "Definitive Agreement") are prepared, authorized, executed and delivered by and between the parties. If the Definitive Agreement is not prepared, authorized, executed, and delivered for any reason, neither party to this Letter shall have liability to the other party to this Letter based upon or relating to the Non-Binding Provisions.

Upon execution by the parties to this Letter, Paragraphs 24 to 27 of the Term Sheet (collectively, the "Binding Provisions") will constitute the legally binding and enforceable agreement of the parties in recognition of the significant costs to be borne by the parties in pursuing the transaction and further in consideration of the mutual undertakings as to the matters described herein.

The Binding Provisions may be terminated only by mutual written consent; provided, however, that the termination of the Binding Provisions shall not affect the liability of a party for breach of any of the Binding Provisions prior to the termination. This Letter shall be construed and enforced in accordance with the laws of the State of Montana. No signatory hereto shall assign this Letter to any third party.

Notwithstanding the foregoing, this Letter is intended to evidence the understandings which have been reached regarding the proposed transactions and the mutual intent of the parties to negotiate in good faith a Definitive Agreement in accordance with the terms contained in the Term Sheet.

Each party acknowledges that it is a party to that certain Mutual Confidentiality and Non-Disclosure Agreement, dated November 27, 2013, and that such agreement remains in full force and effect.

Dr.
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If the terms herein are acceptable, please sign and date this Letter in the space provided below to confirm the mutual agreements set forth in the Binding Provisions and return a signed copy to the undersigned.

Sincerely:

COMMUNITY MEDICAL CENTER

By: _____
Steve Carlson
Chief Executive Officer

Date: _____

ACKNOWLEDGED AND AGREED:

Bidder 4

Date: 3/27/2014

Community Medical Center
Term Sheet for a Transaction with Bidder 4
[March 27, 2014]

Non-Binding Provisions	
1. Parties	<p>a) Community Medical Center, a Montana nonprofit corporation that is exempt from federal taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and all of its controlled affiliates (collectively, "CMC" or "Hospital"). Hospital is the parent company of an integrated healthcare system providing acute care and general health services to residents of western Montana and Idaho (collectively, the "CMC Business").</p> <p>b) Hospital is the sole member of CMC Foundation (the "CMC Foundation"), a Montana nonprofit corporation.</p> <p>c) Bidder 4, a nonprofit corporation that is exempt from federal taxation pursuant to Section 501(c)(3) of the Code, is an integrated healthcare system comprised of a network of hospitals, behavioral health, long-term care and human services providers servicing the residents of and</p> <p>d) (" "), a nonprofit corporation that is exempt from federal taxation pursuant to Section 501(c)(3) of the Code. and Bidder 4 together, may be referred to herein as "Buyer."</p> <p>e) Bidder 4 is the sole member of Bidder 4 – Montana Bidder 4, a -based, Montana nonprofit corporation that is exempt from federal taxation pursuant to Section 501(c)(3) of the Code, which is a healthcare system providing acute care and general health services to residents of (collectively, the " ") and, the</p> <p>f) Bidder 4 is the sole member of Bidder 4 (the Bidder 4), a Montana nonprofit corporation that is exempt from federal taxation pursuant to Section 501(c)(3) of the Code, which is a supporting charitable foundation of Bidder 4</p>
2. Form of Transaction	<p>a) Effective as of the Closing (as defined in Paragraph 4 hereof), the articles of incorporation and bylaws of CMC shall be amended and restated, as appropriate, to (i) identify as the sole member of CMC; (ii) acknowledge the reserved powers held by ; (iii) confirm the prior delegation of powers to the CMC Local Board, as set forth below, and (iv) effect other changes contemplated by this Letter/Term Sheet. None of the amendments would have the purpose or intent of amending or revising the existing charitable purposes of any of the Parties.</p> <p>b) The membership substitution by which becomes the sole member of Hospital as described above may be referred to herein as the "Transaction".</p>
3. Treatment of CMC	<p>Prior to executing the Definitive Agreement (as defined in Paragraph 27 hereof), CMC Foundation, at its sole discretion, may request, as a result of the Transaction,</p>

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Foundation	Hospital to withdraw or otherwise give up its position as the sole member of CMC Foundation immediately prior to the Closing. In such event, CMC Foundation shall have the right to retain, and exclude from the Transaction, the assets of CMC Foundation at the time of such withdrawal and to continue to operate as an independent tax-exempt entity. Notwithstanding the foregoing, Hospital will encourage CMC Foundation to participate in the Transaction and merge with the Foundation (as defined in Paragraph 5 hereof).
4. Closing	The closing of the Transaction is referred to herein as the "Closing."
5. Foundation	<p>a) Prior to the Closing, for purposes of establishing a new joint Foundation (the "Foundation"), CMC and Bidder 4 will mutually agree to either (i) use the Bidder 4, (ii) use the CMC Foundation (unless excluded from the Transaction pursuant to Paragraph 3 hereof), or (iii) cause a new Montana nonprofit corporation that is exempt from federal taxation pursuant to Section 501(c)(3) of the Code to be established.</p> <p>b) The purpose and missions of the Foundation will be to improve health in Missoula and western Montana community through health education, health care services, health and medical research; provided that the Foundation will also be able to perform its responsibilities pursuant to Subparagraph f.) below. Buyer would be permitted to seek support for Bidder 4 and and such support may be provided by the Foundation at the sole discretion of the Foundation Board (as defined below).</p> <p>c) The Board of Directors of the Foundation (the "Foundation Board") will have control over the distribution of the Foundation's assets; provided that the Foundation will at all times honor applicable donor restrictions.</p> <p>d) As of the Closing, the Foundation Board will be comprised of [xx] members each with a [three (3)] year term. Hospital shall appoint 75% of the initial members and Bidder 4 shall appoint the remaining 25% of the initial members. Members of the Foundation Board shall at all times be residents of Western Montana. Following the initial membership, the membership of the Foundation Board will be self-perpetuating.</p> <p>e) For the avoidance of doubt, the Foundation shall be independent from Buyer and controlled solely by the Foundation Board. CMC and Bidder 4 shall mutually agree to the Articles and Bylaws prior to the execution of the Definitive Agreement (as defined in Paragraph 27 hereof) and Buyer will have reserved rights regarding any amendments to such Articles and Bylaws that would alter the purpose and mission of the Foundation as described in Subparagraph b) above. All funds contributed to the Foundation (including the contributions described in g) through j) below) shall be used under the sole discretion of the Foundation consistent with its purpose and mission described in b) above and subject to any applicable donor restrictions; provided, however, that in no event will any assets of the Foundation be used in support of any activity that is inconsistent with the requirements of Paragraph 16(b) hereof.</p> <p>f) The Foundation will be a party to the Definitive Agreement (as defined in Paragraph 27 hereof) for the sole purpose of enforcing only those post-Closing covenants contained in the Definitive Agreement that relate to the contributions to the Foundation described in this section.</p> <p>g) At the Closing, [REDACTED] of unrestricted funds shall be transferred by</p>

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	<p>the Foundation (the “Initial Contribution”).</p> <p>h) At the Closing, [REDACTED] will contribute all of its assets, estimated to be approximately [REDACTED], to the Foundation, subject to any existing donor restrictions.</p> <p>i) To the extent CMC Foundation is not excluded from the Transaction pursuant to Paragraph 3 hereof, CMC Foundation will contribute all of its assets estimated to be approximately \$6 million, to the Foundation, subject to any existing donor restrictions.</p> <p>j) Buyer will commit to make [REDACTED] contributions to the Foundation on January 1st of each year between 2016 and 2020.</p>
<p>6. Capital Commitment</p>	<p>For a period of ten (10) years after the Closing, Buyer shall commit to fund annual average routine capital expenditures pursuant to a [REDACTED] capital allocation policy in an amount equal to 100% or more of the [REDACTED] annual depreciation, with depreciation for IT and other administrative expenses covered at the [REDACTED] level excluded, for the benefit of the residents of the [REDACTED] primary service area, subject to deferral based on mutually agreed upon exceptions for exigent financial circumstances and regulatory requirements. The [REDACTED] will have access to strategic capital in accordance with the Bidder 4 Capital Allocation Policy on the same basis as other Bidder 4 regions. Individual strategic capital project approvals will be made in accordance with the Bidder 4 Capital Allocation Policy and Shared Governance and Management Authority and Responsibility Matrix.</p>
<p>7. Parent Governance</p>	<p>The members of the current Hospital governing board as comprised immediately prior to the Closing will resign as of the Closing. Thereafter, the Board of Directors of Hospital (“Hospital Board”) will mirror the Board of Directors of [REDACTED] will retain corporate reserved powers consistent with those which [REDACTED] currently maintains over its other subsidiary entities, with the exception of the powers delegated to the Local Board(s) as described below.</p>
<p>8. CMC Governance</p>	<p>a) Effective as of the Closing, the bylaws of Hospital shall be amended to provide for the following:</p> <ul style="list-style-type: none"> i. Hospital will have a [ten (10)] member community Board of Trustees (the “CMC Local Board”) including [five (5)] “CMC Board Members” and [five (5)] Bidder 4 [REDACTED]. At no time shall more than two (2) members of the CMC Local Board also be on the Foundation Board. The CMC Local Board will mirror the Bidder 4 Local Board, as set forth below. ii. Each member of the CMC Local Board shall have a term of three (3) years. No member of the CMC Local Board shall be on the Local Board for more than three (3) terms. iii. The initial CMC Board Members shall be appointed by Hospital. iv. The initial Bidder 4 Board Members shall be appointed by Bidder 4 [REDACTED]. v. Following the initial membership, the CMC Local Board shall be self-perpetuating. vi. At no time will any member of the CMC Local Board simultaneously serve as a member of the Hospital Board.

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	<ul style="list-style-type: none"> vii. In general, major financial, strategic and other decisions of the CMC Local Board will require input and direction from consistent with the Bidder 4 Shared Governance and Management Authority and Responsibility Matrix. viii. The CMC Local Board will provide recommendations to regarding the establishment of hospital policies, the maintenance of patient care quality and provision of clinical service and community service planning in a manner responsive to local community needs. ix. The CMC Local Board will adopt bylaws consistent with the bylaws of the other Bidder 4 community boards, with such modifications as necessary to effectuate the intent of this Letter/Term Sheet and the Definitive Agreement (as defined in Paragraph 27 hereof). <p>b) Subject to certain limited exceptions, the duties of the CMC Local Board will include, but not be limited to the following:</p> <ul style="list-style-type: none"> i. Ensure compliance with all accreditation requirements including but not limited to credentialing and other medical staff matters; ii. Provide oversight for institutional planning, make recommendations for new clinical services, participate in an annual review of the CMC Business' strategic and financial plan and goals; iii. Review and have input into any substantive changes in the services provided by the CMC Business. iv. Review and recommend approval of operating and capital budgets as well as make recommendations with respect to capital expenditures fulfilling commitments made by Buyer in the Definitive Agreement; v. Make recommendations with respect to quality assessment and improvement programs; vi. Provide oversight of risk management programs relating to patient care and safety; vii. Foster community relationships and identify community service opportunities; viii. Review disaster plans that deal with both internal (e.g., fire) and external disasters; and ix. Evaluate recruitment needs to ensure adequate medical staff capacity to continue to meet community needs. x. Oversee the distinct identity of the institution(s) and the preserving and integrating of mission and values. xi. Prior to the Closing, the CMC Local Board would be permanently delegated the distinct and separate responsibility for the management, operational, financial and governance oversight of the obstetrics services program at Hospital or Hospital-owned or controlled facilities ("Obstetrics Services Program"). To facilitate the duties of the CMC Local Board, Hospital financial management would, prior to the Closing, adopt a protocol which would allow the CMC Local Board to segregate for financial and accounting purposes the income and
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	<p>expenses (to be defined by protocol) from all tubal ligations and any other procedures that may be identified from time to time which may not be provided by Catholic-sponsored entities, as may be performed at Hospital or Hospital-owned or controlled facilities. From and after the Closing, the CMC Local Board would retain the previously delegated powers and responsibilities with respect to the performance of the Obstetrics Services Programs in general and tubal ligations in particular, From and after the delegation, the Hospital Board would have no authority with respect to the management, operations, finances and/or governance oversight of the Obstetrics Services Program at Hospital.</p>
<p>9. Bidder 4 Governance</p>	<p>Effective as of the Closing, the bylaws of Bidder 4 shall be amended to provide for the following:</p> <p>a) Bidder 4 will have a [ten (10) member] community Board of Trustees (the Bidder 4 and, together with the CMC Local Board, the “Local Boards”) including [five (5)] “CMC Board Members” and [five (5)] Bidder 4 At no time shall more than two (2) members of the Bidder 4 also be on the Foundation Board.</p> <p>b) The Bidder 4 will mirror the CMC Local Board, as set forth above.</p> <p>c) The Bidder 4 will adopt bylaws consistent with the bylaws of the other Bidder 4 community boards, with such modifications as necessary to effectuate the intent of this Letter/Term Sheet and the Definitive Agreement (as defined in Paragraph 27 hereof).</p>
<p>10. Commitment to Quality, Safety, and Patient Satisfaction</p>	<p>After the Closing, Buyer shall operate the CMC Business with a commitment to quality, safety and patient satisfaction including maintaining Joint Commission accreditation and participation in the Medicare, Medicaid, and TriCare programs.</p>
<p>11. Commitment to Teaching Programs</p>	<p>Buyer shall maintain and continue to support Hospital’s current residency training programs and will seek to expand the training of residents at Hospital in a reasonable and appropriate manner in order to support the recruitment and retention of physicians in the Western Montana.</p>
<p>12. Limitations on Change of Control or Sale</p>	<p>For a period of ten (10) years after the Closing (the “Initial Ten Year Period”), Buyer will not (i) enter into a merger or other form of a transfer or change of control transaction with a third party with respect to either or both of the CMC Business or the Bidder 4 : (a “Change of Control Transaction”), or (ii) sell, convey, or otherwise transfer all or substantially all of the assets of either or both of the CMC Business or the Bidder 4 to a third party (whether in a single transaction or in a series of transactions) (an “Asset Sale”) without the approval of the Local Boards, if the effect of such Change of Control Transaction or Asset Sale is that Bidder 4 exits the primary service area of the [REDACTED] for purposes of providing healthcare services. The foregoing restrictions of this Paragraph 12 shall not apply to a change of control of Providence.</p>
<p>13. Right of First Refusal</p>	<p>Following the restrictions set forth in Paragraph 12 hereof, the Foundation or its designee will maintain in perpetuity a right of first refusal to purchase the [REDACTED] under essentially the same terms and conditions provided to or by Buyer if Buyer agrees to sell or transfer substantially all of the assets and</p>

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	<p>operations of the [REDACTED] to an unaffiliated third party, if the effect of such Change of Control Transaction or Asset Sale is that Bidder 4 exits the primary service area of the [REDACTED] for purposes of providing healthcare services. The Foundation shall have 60 days to exercise its right and 180 days to close, subject to extensions necessary to accommodate any regulatory approvals. The foregoing restriction shall not apply to a change of control of Bidder 4 or a sale of [REDACTED] interests in multiple facilities in which the value of the [REDACTED] represents less than fifty percent (50%) of the total value (based upon net revenue) of the transaction.</p>
<p>14. Maintenance of Clinical Services</p>	<p>Subject to mutually agreed upon exceptions for exigent financial circumstances and regulatory requirements, Buyer shall agree to maintain essential clinical services at not less than current levels (“Essential Services”) at the CMC Business’ current acute care hospital for a period of at least five (5) years after the Closing, unless approved otherwise by the CMC Local Board and, during the initial three (3) years after the Closing, such approval includes approval by at least 70% of the CMC Local Board. Essential Services shall be defined in the Definitive Agreement (as defined in Paragraph 27 hereof) based on a reasonable plan to minimize the adverse impact of consolidating services on Hospital physicians, Hospital staff and members of the community.</p>
<p>15. Expansion of Service Lines</p>	<p>The parties intend to develop a plan within the first year after the Closing regarding the expansion of any service lines, such as surgical oncology and pediatrics, to the extent practical based on financial circumstances and regulatory requirements, and subject to the approval by the Local Boards.</p>
<p>16. [REDACTED]</p>	<p>a) [REDACTED] [REDACTED] The individuals serving on the board of directors are serving in their individual capacities and not as representatives of Bidder 4 or Hospital.</p> <p>b) Notwithstanding Subparagraph a.) above, Hospital acknowledges that [REDACTED] [REDACTED]</p>
<p>17. Charity Care and Community Obligations</p>	<p>Buyer acknowledges that Hospital has historically provided significant levels of care for indigent and low-income patients and has also provided care through a variety of community-based health programs. Buyer shall adopt, maintain, and adhere to Hospital’s current policies on charity and indigent care or adopt other policies and procedures that are at least as favorable to the indigent and uninsured as Hospital’s existing policies and procedures. Buyer shall also continue to provide care through community-based health programs, including cooperation with local organizations that sponsor healthcare initiatives to address identified community needs and improve the health status of the elderly, poor, and other at-risk populations in the community.</p>

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<p>18. Medical Staff Matters</p>	<p>a) Buyer intends to involve Hospital's physicians in the strategic and capital planning process for the Western Montana Business, advising on the critical needs of the medical staff and insuring that strategic initiatives and investments are prioritized to best meet the needs of medical staff physicians and their patients.</p> <p>b) Buyer shall commit to provide the necessary resources to effectively recruit to, and retain a quality medical staff in, the Western Montana Business' service areas consistent with the commitment to the maintenance of clinical services and the expansion of service lines as set forth in Paragraphs 14 and 15 hereof.</p>
<p>19. Employee Matters</p>	<p>a) Buyer shall maintain the same level of wages and benefits, with no downward pay adjustments for at least 12 months after the Closing, to all Hospital staff employed during this 12 month period.</p> <p>b) Buyer will commit to honor those existing severance agreements between Hospital and Hospital's employees that are reasonable and market competitive.</p> <p>c) Hospital employees shall retain their current seniority and vesting in Hospital's benefit programs or any successor benefit programs, to the extent permitted under the successor benefit programs.</p> <p>d) Hospital employees shall retain their current seniority for purposes of determining vacation or time-off plan accruals after the Closing.</p> <p>e) As of the Closing, Buyer shall provide Hospital employees with a retirement plan, vacation, sick leave, holidays, health insurance, life insurance, and other employee benefits consistent with the current benefit plans in effect at Hospital or those Bidder 4 benefit plans in effect from time to time with no waiting periods or pre-existing condition limitations for any benefit plan offered by Buyer to current Hospital employees, to the extent permitted under those benefit plans.</p> <p>f) Buyer agrees to honor any existing collective bargaining agreements.</p>
<p>20. Brand</p>	<p>While the parties may develop and consider co-branding opportunities, Bidder 4 shall include the name "Community Medical Center" in the name of the licensed acute care hospital operated by Hospital and in conjunction with services provided by Hospital.</p>
<p>21. Indemnification</p>	<p>a) Subject to the limitations set forth in Subparagraph c.) below, Buyer shall defend, indemnify and hold harmless CMC Foundation and the Foundation and their respective affiliates, and their respective officers, director or employees (collectively, "CMC Indemnified Parties"), from and against any and all losses, liabilities, damages, costs (including, without limitation, court costs and costs of appeal) and expenses (including, without limitation, reasonable attorneys' fees and fees of expert consultants and witnesses) ("Losses") that such CMC Indemnified Party incurs as a result of (i) any misrepresentation or breach of warranty by Buyer under the Definitive Agreement (as defined in Paragraph 27 hereof), or (ii) any breach by Buyer of, or any failure by Buyer to perform, any covenant or agreement of, or required to be performed by Buyer under the Definitive Agreement.</p> <p>b) Subject to the limitations set forth in Subparagraph c.) below, the Foundation shall defend, indemnify and hold harmless Buyer and its affiliates, and their respective officers, director or employees (collectively, "Buyer Indemnified Parties"), from and against any and all Losses that such Buyer Indemnified Party incurs as a result of (i) any misrepresentation or breach of warranty by</p>

	<p>Hospital under the Definitive Agreement, or (ii) any breach by Hospital of, or any failure by Hospital to perform, any covenant or agreement of, or required to be performed by Hospital under the Definitive Agreement.</p> <p>c) No party shall be liable for any indemnification pursuant to Subparagraphs a.i) or b.) (i.e. for misrepresentations and breaches of warranties), as applicable, (i) for any claim that is less than \$100,000 and (ii) unless and until the aggregate amount of all such eligible claims for indemnification by the party seeking indemnification exceeds \$500,000 (the “Threshold Amount”), in which event the liable party shall be responsible only for the portion of the claims exceeding the Threshold Amount. No party shall be liable for any indemnification pursuant to Subparagraphs a.i) or b.i), as applicable, for any claims for misrepresentations and breaches of warranty which are the basis upon which any other party shall have failed to consummate the transactions described in the Definitive Agreement or which are based upon misrepresentations and breaches of warranty which have been waived by Hospital or Buyer, as applicable, as conditions precedent to closing. The liability of Buyer and the Foundation for indemnification under Subparagraphs a.i) or b.i) above, respectively, shall be limited to an amount equal to Eight Million Dollars (\$8,000,000). The liability of the Foundation for other indemnification under Subparagraph b) above other than claims relating to intentional misrepresentation or fraud shall be limited to an amount equal to the Initial Contribution. No party will be entitled to indemnification in respect of (x) any fact or matter constituting a breach of any representation or warranty if such party had knowledge of such fact or matter (including by reason of any disclosure on any schedule or exhibit to Definitive Agreement) on or prior to the Closing or (y) any consequential, incidental, indirect, special or punitive damages of such other party, or any loss of future revenue, income or profits, or any diminution of value or multiples of earnings damages relating to the breach or alleged breach of representation, warranty or covenant, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.</p>
<p>22. Transition</p>	<p>a) Subject to applicable regulatory requirements, Bidder 4 shall have the opportunity to provide limited input to significant business activities of Hospital after execution of the Definitive Agreement (as defined in Paragraph 27 hereof) and prior to the Closing including, but not limited to:</p> <ul style="list-style-type: none"> i. Capital expenditures in excess of \$1.0 million not included in Hospital’s routine annual capital and operating budgets. ii. Significant new contracts in excess of \$250,000 in annual expense. iii. Changes in title or assignment of specified senior executives. <p>b) In addition, Hospital and Bidder 4 shall work together to obtain any governmental or other approvals necessary for the consummation of the Transaction.</p>
<p>23. Closing</p>	<p>a) The Closing shall take place as soon as practicable after all required regulatory and other approvals for the Transaction have been obtained, unless otherwise mutually agreed by the parties to the Letter. The Closing will be subject to mutually agreed closing conditions, including but not limited to (i) completion of a satisfactory due diligence review, (ii) receipt of surveys, title insurance commitments and environmental and engineering surveys reasonably satisfactory to Bidder 4 (iii) receipt of all necessary regulatory approvals and permitted license transfers, (iv) expiration of the “waiting</p>

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	<p>period” under the HSR Act (as defined below), (v) receipt of a Certificate of Public Advantage, if applicable, and (vi) no “Material Adverse Change” (as defined below) shall have occurred.</p> <p>b) “Material Adverse Change” shall mean an event, change or circumstance which, individually or together with any other event, change or circumstance would be reasonably expected to have a material adverse effect, either individually or in the aggregate, on the business, assets, liabilities, financial condition or results of operations of the CMC Business whether such effect would be realized before or after the Closing; provided, however, that a Material Adverse Change shall not include: (i) changes in the financial or operating performance due to or caused by the announcement of the Transaction or seasonal changes; (ii) changes or proposed changes to any law or regulation, reimbursement rates or policies of governmental agencies or bodies that are generally applicable to hospitals or health care facilities; (iii) requirements, reimbursement rates, policies or procedures of third party payors or accreditation commissions or organizations that are generally applicable to hospitals or health care facilities; (iv) general business, industry or economic conditions, including such conditions related to the CMC Business; (v) local, regional, national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack; (vi) changes in financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index); or (vii) changes in GAAP.</p>
<p>Binding Provisions</p>	
<p>24. Break-up Fee</p>	<p>In the event that Bidder 4 elects not to close the Transaction for reasons within its sole discretion, including but not limited to its unwillingness to agree to [REDACTED], Bidder 4 shall pay Hospital a break-up fee equal to \$5million. In no event will such break-up fee be payable in the event [REDACTED]</p> <p>or the parties do not receive any other state or federal regulatory approval required to close the Transaction. For purpose of this section, a reason within Bidder 4 sole discretion is not intended to include a Material Adverse Change caused or implemented by Hospital.</p>
<p>25. Expenses</p>	<p>a) Each party shall bear its respective legal, accounting and other expenses and costs in connection with the Transaction.</p> <p>b) Bidder 4 and Hospital shall split the cost of title insurance upon the real property to be leased and the cost of a survey of such property, as well as all recording taxes and fees payable in respect of the Transaction.</p> <p>c) Bidder 4 shall pay the filing fee, if any, required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the “HSR Act”) and all expenses of inspecting the CMC Business, including the cost of any environmental surveys.</p> <p>d) [REDACTED] shall pay any fees and all expenses related to [REDACTED], if applicable.</p>

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26. Press Release	Except as otherwise required by law, all press releases or other public communications of any sort relating to the Transaction, and the method of the release for publication thereof, will be subject to the prior approval of both parties.
27. Legal Effect and Diligence	<p>a) This Term Sheet is subject to and contingent upon due diligence review and the negotiations, approval, and execution of all necessary definitive agreements and related documents (“Definitive Agreement”). Upon execution of the Letter, Bidder 4 and Hospital will negotiate in good faith the terms and conditions of the Definitive Agreement.</p> <p>b) Upon execution of the Letter by both parties (the “Execution Date”), Bidder 4 and Hospital will conduct and cooperate in reasonable due diligence regarding the Transaction, including without limitation the CMC Business and parties to the Transaction. Bidder 4 and Hospital will agree on a due diligence process and timeframe, with the intent being to complete the due diligence within 45 days and the Definitive Agreement within 60 days.</p>