MONITORING, COMPLIANCE AND ENFORCEMENT AGREEMENT AMONG THE MONTANA ATTORNEY GENERAL'S OFFICE, RCHP BILLINGS-MISSOULA LLC, AND COMMUNITY MEDICAL CENTER, INC.

Effective upon execution of this Agreement, the Montana Attorney General's Office ("Attorney General"), RCHP Billings-Missoula LLC ("Buyer") and Community Medical Center, Inc. ("CMC") (each individually a "Party" and collectively, the "Parties"), agree as follows:

RECITALS

WHEREAS, Buyer and CMC are parties to an Asset Purchase Agreement, dated as of September 4, 2014 (the "Purchase Agreement"), pursuant to which CMC is selling substantially all of its assets related to the operation of Community Medical Center (the "Hospital") to Buyer (the "Transaction");

WHEREAS, Section 9.2 of the Purchase Agreement provides a closing condition that CMC and any of its affiliated businesses, as applicable, shall have received approvals from the Attorney General that are necessary for Buyer and CMC to consummate the Transaction;

WHEREAS, the Attorney General in its review of the Transaction, has determined that it should require enforcement protection regarding certain Post-Closing Covenants (as hereinafter defined) set forth in the Purchase Agreement;

WHEREAS, the Attorney General has determined that the board of directors of CMC as constituted following the consummation of the Transaction ("CMC Board") will have the appropriate and necessary resources to monitor, evaluate, and, if necessary, enforce Buyer's compliance with the Post-Closing Covenants;

NOW, THEREFORE, for and in consideration of the premises, agreements and covenants, hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of all of which are forever acknowledged and confessed, the parties hereby agree as follows:

TERMS

1. **Defined Terms**

All capitalized terms used in this contract and not otherwise defined herein shall have the meanings as defined in the Purchase Agreement.

AG Enforceable Provisions: 10.10 (Charity Care), 10.12 (Strategic Initiatives Commitment), 10.13 (Provider Recruitment and Development), and 10.14 (Continuation of Essential Services).

Agreement: This Monitoring, Compliance and Enforcement Agreement among the Attorney General, Community Medical Center, Inc. and RCHP Billings-Missoula LLC.

Board of Trustees: The Board of Trustees as defined and required by Section 10.3 of the Purchase Agreement.

Buyer Affiliate: Any corporation, limited liability company or other business entity that directly or indirectly controls, is controlled by or is under common control with Buyer.

CMC: Community Medical Center, Inc. a Montana nonprofit corporation, which will have primary responsibility for monitoring Buyer's compliance with the Post-Closing Covenants. Post-Closing, Community Medical Center, Inc. will be re-named "CMC, Inc."

Post-Closing Covenants: 10.10 (Charity Care), 10.12 (Strategic Initiatives Commitment), 10.13 (Provider Recruitment and Development), and 10.14 (Continuation of Essential Services).

Purchase Agreement: Asset Purchase Agreement, dated as of September 4, 2014, by and between CMC as Seller and Buyer and certain other parties.

2. **The CMC Board Monitoring Responsibilities**

A. The CMC Board shall diligently monitor compliance by Buyer with the Post-Closing Covenants.

B. In order to carry out its obligation for monitoring the Post-Closing Covenants, the CMC Board will receive information prepared by Buyer in the ordinary course of business as follows:

i. Buyer will provide copies of reports to the CMC Board and to the Attorney General as specifically set forth on Exhibit 1 to this Agreement; and

ii. Buyer shall promptly provide the CMC Board and the Attorney General with such additional information as the CMC Board reasonably requests that is relevant to a determination that Buyer is fulfilling the Post-Closing Covenants; and

iii. If requested by Buyer, the CMC Board shall keep confidential information that is proprietary or commercially sensitive to Buyer or any of its affiliates, but only in accordance with the terms of a written confidentiality agreement between the CMC Board and Buyer.

iv. The CMC Board and the Attorney General agree that if either of them believes that Buyer has violated in any material respect one of the AG Enforceable Provisions or any other material provision of this Agreement, it will give Buyer ninety (90) days' written notice of, and opportunity to cure, the alleged material violation within that ninety-day period, before commencing legal action against Buyer to enforce this Agreement.

C. The CMC Board shall receive documentation provided by Buyer to the Board of Trustees pursuant to Section 10.14 of the Purchase Agreement, as well as any information provided by the Board of Trustees to the Buyer that is relevant to, or associated with the Post-Closing Covenants.

D. The CMC Board and the Attorney General may request additional information from the Board of Trustees or Buyer if deemed necessary for the CMC Board and the Attorney General to carry out their obligations to monitor the Post-Closing Covenants.

3. **The CMC Board Corporate Structure**

A. The CMC Board will make the necessary changes to the Articles of Incorporation and the Bylaws in accordance with its obligations under this Agreement and its new purposes, including but not limited to oversight, monitoring, and enforcement of the Post-Closing Covenants and such changes have been approved by the Attorney General prior to execution of this Agreement.

B. Subject to the provisions of Section 3(H)(iii), for 10 years after Closing, the Attorney General must approve all changes in the CMC Board's Articles of Incorporation, Bylaws, or Conflict of Interest policy. Approval will be deemed to have been given if the Attorney General does not object to the proposed change within 45 days after receiving notice of the proposed change.

C. The CMC Board will be composed at all times of at least 3 and not more than 5 Directors. The terms of the initial board members will begin immediately following Closing and shall be staggered so that one third are for one year, one third for two years and one third for three years.

i. The Attorney General shall have the right in perpetuity to appoint one individual, who shall have the authority to attend all CMC Board meetings (the "Attorney General Monitor"). The Attorney General Monitor's term shall begin immediately following Closing and shall continue until such time as he or she is replaced by the sitting Attorney General. The Attorney General Monitor shall receive copies of all material provided to the CMC Board shall receive notice of all meetings, and shall serve as a liaison to the Attorney General regarding the matters considered by the CMC Board and its actions. In the event of a vacancy in the Attorney General Monitor position, the vacancy shall not be filled except by appointment of the sitting Attorney General. CMC shall reimburse the Attorney General for all reasonable expenses incurred by the Attorney General Monitor in attending CMC Board Meetings;

ii. The CMC Board shall appoint the Directors from nominees selected by the committee responsible for governance matters, if any. In choosing nominees, the committee responsible for governance matters shall focus on individuals that served on the CMC board of directors during the

negotiation of the Purchase Agreement and/or that have experience in overseeing the operations of health care facilities; and

iii. The Directors shall hold office until the later of the expiration of their terms or until successors have been duly appointed by the CMC Board. In selecting the Directors, the CMC Board shall apply the criteria set forth in subsection (ii) above.

D. The CMC Board will monitor Buyer's performance of the Post-Closing Covenants.

E. The CMC Board shall institute a Conflict of Interest policy. Any member of the CMC Board serving on the board or as an officer of any other entity shall recuse himself or herself from any decision by the board of such other entity in the event of a conflict between the interest of CMC and such other entity.

F. Subject to the provisions below, upon Closing of the Transaction until the second anniversary of the Closing, the CMC Board shall establish and maintain a reserve fund from the proceeds of the Transaction in an amount not less than Twenty-One Million Five Hundred Thousand Dollars ($21,500,000). The reserve fund shall be used to fund the costs and expenses of the CMC Board, including costs and expenses related to enforcement of Buyer's obligations under the Purchase Agreement and to satisfy Seller's obligations under the Purchase Agreement.

G. At least sixty (60) days prior to the second anniversary of the Closing, the Attorney General shall at its sole option inform the parties of its intention to either: (i) extend the requirements of Section 3(F) for one (1) additional year, or (ii) to select one of the actions identified in Section 3(H)(i)-(iii).

H. At least thirty (30) days prior to the second or third anniversary of the Closing, as appropriate based on the determination by the Attorney General pursuant to Section 3G, the parties and the Attorney General shall meet and re-evaluate the appropriate amount of capital to be held in the reserve fund and to determine whether it is appropriate to permit CMC to transfer the monitoring and enforcement rights to a third party. The options available to the parties and the Attorney General are as follows:

(i) retain all provisions of this Agreement for an additional period of time to be determined by the parties and the Attorney General;

(ii) transfer some or all of the reserve fund to the charitable foundation created by CMC with the remainder of the terms of this Agreement remaining in effect; provided in such event the foundation must agree to become jointly and severally liable with CMC for CMC's obligations under the Purchase Agreement; or

(iii) dissolve CMC and transfer all remaining funds and all of the Seller's obligations and commitments hereunder and under the Purchase Agreement to the charitable foundation created by CMC.

I. The CMC Board may use the income generated by the reserve funds for operating and other expenses of the CMC Board.

4. Attorney General as Third-Party Beneficiary

Notwithstanding any provision to the contrary contained in the Purchase Agreement, the Parties agree:

A. The Attorney General has standing as an intended third-party beneficiary solely with respect to the AG Enforceable Provisions, with express authority to independently enforce the AG Enforceable Provisions;

B. Not to contest the Attorney General's authority or standing to initiate an appropriate action in any state court of competent jurisdiction to enforce any of the AG Enforceable Provisions;

C. Any action brought by the Attorney General to enforce any of the AG Enforceable Provisions must allege in good faith either: (1) that the CMC Board, in determining not to pursue enforcement remedies for breach of any of the AG Enforceable Provisions, has violated its applicable fiduciary obligations; or (2) that Buyer has violated in a material respect one of the AG Enforceable Provisions and the CMC Board has failed to pursue curative action within a reasonable period of time after the violation was, or should have been, identified by the CMC Board;

D. If the Attorney General has commenced any action alleging that Buyer has violated in any material respect one or more of the AG Enforceable Provisions (an "AG Enforcement Action"), then the CMC Board shall not be permitted to commence a second or separate action predicated on the same or substantially similar facts or circumstances as those alleged in the AG Enforcement Action but may in its discretion join in an AG Enforcement Action;

E. Procedural terms of the Purchase Agreement do not apply to the Attorney General's exercise of his rights as third-party beneficiary with respect to the AG Enforceable Provisions. The procedure governing an action by the Attorney General as third-party beneficiary with respect to the AG Enforceable Provisions shall be governed by generally-applicable laws and court rules.

5. Attorney General Written Consent Required to Materially Amend Purchase Agreement

Notwithstanding any provision to the contrary contained in the Purchase Agreement, the Parties agree that in no event shall the terms of any of the AG Enforceable Provisions be amended in any material manner after the Closing without obtaining the prior written consent of the Attorney General, which shall not be unreasonably withheld.

The foregoing sentence shall have no impact on the confidentiality of the Purchase Agreement or any of its Schedules or Exhibits. CMC and Buyer shall provide the Attorney General with a copy of each amendment of the Purchase Agreement not

described above promptly after the execution of such amendment.

Any post-closing amendment of an AG Enforceable Provision requiring the prior written consent of the Attorney General will be provided to the Attorney General not less than 20 days prior to its execution by the parties thereto (or such shorter period as is acceptable to the Attorney General in its reasonable discretion). Any Attorney General approval of any post-Closing amendment required by this Section 6 shall be deemed to have been given if the Attorney General does not object in writing to the proposed post-Closing amendment within 20 days after the Attorney General's receipt of the proposed post-Closing amendment.

6. **Notice**

All written notices to the Attorney General required under this Agreement must be addressed to:

Overnight:

Office of the Attorney General
215 N. Sanders
Helena, MT 59601

and

Consumer Protection Division
Attn: Division Chief-Time Sensitive
555 Fuller Avenue
Helena, MT 59601

OR

US Mail:

Office of Attorney General
P.O. Box 201401
Helena, MT 59620-1401

and

Consumer Protection Division
Attn: Division Chief-Time Sensitive
P.O. Box 200151
Helena, MT 59620-0151

All written notices to any other Party required under this Agreement must be addressed to:

CMC:	c/o Gary Chumrau Garlington, Lohn & Robinson PLLP PO Box 7909 - 350 Ryman Street Missoula, MT 59807-7909
with a copy to:	Garlington Lohn & Robinson PLLC P. O. Box 7909 (350 Ryman) Missoula, MT 59807-7909 Attn: Gary Chumrau, Esq.
Buyer:	RCHP Billings-Missoula LLC RegionalCare Hospital Partners, Inc. 103 Continental Place Brentwood, TN 37027 Fax No.: 615-844-9883 Attention: General Counsel
with copies to:	Waller Lansden Dortch & Davis, LLP Nashville City Center 511 Union Street, Suite 2700 Nashville, TN 37219 Fax No. 615-244-6804 Attention: George W. Bishop, III, Esq.

or to such other address, and to the attention of such other person or officer as any party may designate by giving at least thirty (30) days notice to the other parties; provided, however, that delivery of a copy of a notice to the persons identified above to receive a copy shall not constitute satisfaction of the notice requirements of this Section 6.

7. **Remedies**

The CMC Board and Buyer recognize that monetary damages will be inadequate for breach of the obligations contained in this contract. Subject to the provisions of Section 4 of this Agreement, in addition to any legal remedies the Attorney General may have, the Attorney General shall be entitled to specific performance, injunctive relief, and such other equitable remedies as a court of competent jurisdiction may deem appropriate for breach of the obligations contained in this contract, without the requirement to post any bond in connection therewith.

8. **Severability**

If any provision of this Agreement is held or determined to be illegal, invalid, or unenforceable and if the rights or obligations of any party under this Agreement will not

be materially and adversely affected thereby; (a) such provisions will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid. or unenforceable provision has never comprised part of this contract; (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the severance of the illegal, invalid, or unenforceable provision; and (d) in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

9. Amendment

This Agreement may be amended only by a writing executed by all of the Parties.

10. Waiver

Any waiver by any Party of any breach by another Party shall not be deemed to be waiver against a different Party or waiver of any subsequent or continuing breach.

11. Attorney Fees

In the event the Attorney General institutes legal proceedings to enforce its rights hereunder and a court of competent jurisdiction determines in a final, non-appealable order that Buyer has failed to fulfill its Post-Closing Covenants, Buyer shall pay the reasonable costs and expenses of the Attorney General in enforcing the Post-Closing Covenants. Alternatively, if in such an event such court determines that Buyer has fulfilled its Post-Closing Covenants, the Attorney General shall pay the reasonable costs and expenses of Buyer in defending its actions.

12. Execution

This contract may be executed in any number of counterparts, all of which taken together constitute one contract, and any of the Parties may execute this contract by signing any one counterpart. The exchange of copies of this Agreement and of signature pages by facsimile transmission or Portable Document Format (PDF) shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile and PDF shall be deemed to be their original signatures for any purposes whatsoever.

13. Governing Law and Jurisdiction

This Agreement shall be subject to, applied, and interpreted according to the laws of the State of Montana. No action shall be commenced against the Department of Attorney General or the Attorney General, his designee, agents or employees, or against any other Party to this Agreement, in any courts other than a court of competent jurisdiction in the State of Montana. In addition to each Party consenting to the jurisdiction of any court in the State of Montana, each Party waives any objection to venue laid therein and any defense or inconvenient forum regarding the maintenance of any action or proceeding so brought.

14. **Entire Agreement**

This Agreement, together with other written agreements relating to the Purchase Agreement, represent the entire agreement among the Parties and supersede all proposals or other prior agreements, oral or written, and all other communications among the Parties relating to the matters described herein.

15. **No Effect on Authority of Attorney General or Court Jurisdiction**

The Attorney General's rights and privileges provided in this contract are in addition to the Attorney General's existing powers. Nothing in this contract shall be construed to impair or restrict the authority of the Attorney General or the jurisdiction of any court with respect to any matter.

16. **Authority to Bind Principal**

Each individual who signs this contract covenants that he or she has power to bind the principal.

Signatures appear on next page.

In Witness Whereof, the parties hereto execute this Agreement as of the date first written above.

MONTANA ATTORNEY GENERAL'S OFFICE

Kelley L. Hubbard Date: 1/9/15

KELLEY L. HUBBARD
Assistant Attorney General
555 Fuller Ave.
PO Box 200151
Helena, MT 59620-0151
Phone: (406) 444-2026
khubbard@mt.gov

COMMUNITY MEDICAL CENTER, INC.

Date: 1-9-2015

Steve Carlson
President/CEO
c/o Gary Chumrau
Garlington, Lohn & Robinson, PLLP
PO Box 7909 - 350 Ryman Street
Missoula, MT 59807-7909
Phone: (406) 523-2500
gbchumrau@garlington.com

RCHP BILLINGS-MISSOULA LLC

Date: 1-09-2015

Howard T. Wall III
Chief Administrative Officer & Secretary
c/o Regional Care Hospital Partners, Inc.
Attn: Executive VP & CAO
103 Continental Place, Suite 200
Brentwood, TN 37027
Phone: (615) 844-9871
howard.wall@regionalcare.net

EXHIBIT 1
TO
MONITORING AND COMPLIANCE AND ENFORCEMENT AGREEMENT

LIST OF REPORTS TO BE FURNISHED BY BUYER TO THE CMC BOARD PURSUANT TO SECTION 3.B.i

1. Report on Strategic Initiatives commitment expenditures (Annual)
2. Report on Physician Recruitment and Development commitment (Annual)
3. Report on Continuation of Essential Services commitment (Annual)
4. Report on Charity Care commitment (Annual)