

MEMORANDUM OF UNDERSTANDING
IN RESPECT OF THE RIGHT OF REFUSAL

Re: In the Matter of the Sale of the Assets of Community Medical Center, Inc., a Montana Public Benefit Corporation

This Memorandum of Understanding is made and entered among the Montana Attorney General's Office ("AGO"), Community Medical Center, Inc. ("Community") and RCHP Billings-Missoula LLC (Buyer).

Recitals

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

WHEREAS, in the course of the AGO review of the Transaction, the AGO has raised a question regarding the assignability of the right of first refusal contained in Section 10.9 of the Purchase Agreement.

WHEREAS, as currently drafted the right of first refusal set forth in Section 10.9 of the Purchase Agreement (the "ROFR") is perpetual and non-assignable.

WHEREAS, the AGO has asked if the Buyer would be willing to allow the ROFR to be assigned to a foundation (the "Foundation") in the event Community wishes to assign its rights and obligations under the Purchase Agreement in accordance with the provisions of the Monitoring, Compliance and Enforcement Agreement between the Buyer, Community and the AGO.

WHEREAS, Buyer is willing to allow the limited assignment of the ROFR to the Foundation provided that Community and the Attorney General are willing to place a ten year limitation on the ROFR if it is assigned to the Foundation.

Agreement

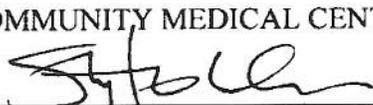
1. Buyer agrees to waive Section 10.9(d) of the Purchase Agreement solely as it relates to a potential assignment of the ROFR to the Foundation; provided that (a) any such assignment of the ROFR shall be made only upon the express condition that the Foundation may not otherwise further assign the ROFR, whether with or without consideration, and (b) the assigned right to exercise the ROFR shall expire on the tenth anniversary of the date of assignment.

2. This Memorandum of Understanding constitutes the entire agreement between the AGO, Community and Buyer with respect to the subject matter herein and may not be modified except by agreement in writing signed by representatives of all parties.

3. This Memorandum of Understanding and any modifications may be executed by facsimile or electronic mail and in separate counterparts, which together shall constitute one instrument.

4. The undersigned hereby represent that they have the authority to execute this Memorandum of Understanding.


Date: 1/12/15
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COMMUNITY MEDICAL CENTER, INC.

Date: 1-12-2015
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RCHP BILLINGS-MISSOULA LLC

Howard T. Wall III

Date: 1/12/15

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