

JOEL L. KALEVA
P. O. Box 7099
Missoula, MT 59807-7099
Telephone: (406) 523-3600
Facsimile: (406) 523-3636
jkaleva@crowleyfleck.com

January 12, 2015

Tim Fox
Attorney General
Office of the Attorney General
State of Montana
Justice Building, Third Floor
215 North Sanders
P.O. Box 201401
Helena, MT 59620

RE: AGREEMENT IN RESPECT OF CERTAIN PROVISIONS OF THE NON-
COMPETITION AGREEMENT

Dear Attorney General Fox:

In the course of your review of the proposed sale of assets (the "Transaction") of Community Medical Center, Inc., a Montana non-profit, public benefit corporation ("Community") to RCHP Billings-Missoula LLC ("the Buyer"), you have raised questions regarding certain provisions of the Non-Competition Agreement to be entered between Community and the Buyer as a condition to closing (the "Non-Compete"). The Non-Compete currently provides that it is binding on Community, and its assigns, successors, Affiliates and related entities. Accordingly, such restriction would bind any recipient of the proceeds of the Transaction, including as presently contemplated, a newly-formed foundation (the "Foundation"). In response to your questions, the Buyer is willing to waive certain provisions of the Non-Compete as it relates to such Foundation.

First, as currently drafted the Non-Compete allows for the Seller to engage in a number of activities that are not in violation of the Non-Compete. The specific activities and expenditures that would apply to the Foundation include: (1) "participate in activities that promote, but do not specifically provide, health care in the Restricted Area" (as defined in the Non-competes); (2) "utilize existing donor restricted funds in accordance with donor intent and restrictions"; (3) "provide financial support to or on behalf of uninsured or underinsured individuals in order for those individuals to access health care services"; and (4) "support . . . Essential Services that have been discontinued by the Buyer or health care services of a type not offered by Buyer

provided that no such health care service shall be provided through a general acute care hospital, or facility affiliated with a general acute care hospital”.

In addition, the Buyer is willing to waive provisions of the Non-Compete insofar as they may prevent the Foundation from funding any of the following activities:

- (i) indigent, non-reimbursable care in the Restricted Area,
- (ii) the provision of primary care services outside Missoula County. For these purposes, “primary care” shall have the meaning as defined by the Institute of Medicine as *“the provision of integrated, accessible health care services by clinicians who are accountable for addressing a large majority of personal health care needs, developing a sustained partnership with patients, and practicing in the context of family and community.” Allowable services shall include basic diagnostic services such as x-ray and also basic pathological laboratory services, such as phlebotomy provided by primary care providers.*
- (iii) the provision of individual or charitable/community based programs to pay for preventive disease screenings in the Restricted Area. Examples of the type of screenings include mammography, colonoscopy, cholesterol, high blood pressure, diabetes and similar tests. or
- (iv) the provision of health education in early education, primary, middle and secondary, and post-secondary schools in the Restricted Area.

Notwithstanding the foregoing four waivers, however, none of the Seller, the Foundation or any other permitted assignee or successor of the Seller will be permitted to fund any activities conducted by, or affiliated with, St. Patrick’s Hospital.

It appears that either Community or the Foundation are considering the possibility of providing a grant to the University of Montana Foundation as part of Community’s plan for the disposition of charitable assets. We understand that the purposes for such a grant are presently being negotiated between the Attorney General’s office and Community, but it is anticipated that such a grant would fund various healthcare related projects at the University of Montana. In the event that the parties reach agreement regarding a grant to the University of Montana Foundation, the Buyer agrees to review the terms of the proposed grant and determine whether the Non-Compete applies to the proposed activity, and if so, whether to provide a waiver for the grant.

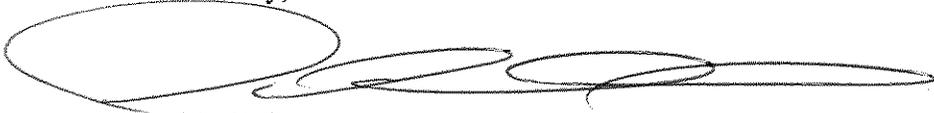
Buyer also understands that once the Foundation begins its grant-making programs, the Foundation board may be uncertain whether a proposed grant or program would be in violation of the Non-Compete, or if it would meet the criteria for the foregoing waiver. Buyer agrees that

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the Foundation can contact Buyer with any such question, and Buyer will review the proposal and confer with Foundation regarding whether the Non-Compete applies.

We hope this is responsive to your questions. As always, please do not hesitate to contact the Buyer with any questions.

Yours truly,

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the end.

Joel L. Kaleva

JLK/dlh