

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement (“**Agreement**”) is made and entered into as of the Effective Date set forth herein by and between Mark Twain Health Care District (“**District**”), and Dignity Health (“**Dignity**”). District and Dignity are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

District and Dignity may disclose or commission Evaluation Material (defined below) in connection with a potential or existing business relationship or transaction (the “**Transaction**”). The Parties desire to protect and maintain the confidentiality of all Evaluation Material that they disclose (in any such case, the “**Disclosing Party**”) to one another (in any such case, the “**Receiving Party**”) and to prevent the unauthorized use of disclosure of such information.

IN CONSIDERATION of the recitals, conditions, covenants and promises herein contained, the parties do hereby agree as follows:

1. **Confidential Information**. In connection with discussions regarding the Transaction the undersigned may provide or engage third parties to develop certain information regarding the Transaction. As a condition to Receiving Party being furnished with such information, Receiving Party agrees to treat any information concerning the Disclosing Party, its affiliates or the Transaction, which is furnished to Receiving Party by or on behalf of the Disclosing Party, together with analyses, compilations, studies, documents or records prepared by Receiving Party or any of its directors, officers, employees, agents or advisors (including, without limitation, attorneys, accountants, consultants, bankers, financing sources, financial advisors and any representatives of such advisors) (collectively, the “**Representatives**”) to the extent that such analyses, compilations, studies, documents or records contain or otherwise reflect or are generated from such information (hereinafter collectively referred to as the “**Evaluation Material**”), in accordance with the provisions of this Agreement. The term “**Evaluation Material**” does not include information which (i) was or becomes generally available to the public other than as a result of a disclosure by Receiving Party or its Representatives in violation of this Agreement, (ii) was or becomes available to Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its advisors, (iii) was within Receiving Party’s possession or that of its Representatives prior to its being furnished to Receiving Party by or on behalf of the Disclosing Party hereunder, or (iv) is independently acquired or developed by Receiving Party or its Representatives without violating any obligations under this Agreement.
2. **Restrictions on Disclosure and Use**. Receiving Party hereby agrees that the Evaluation Material will be used solely for the purpose of evaluating a possible Transaction, and that such Evaluation Material will not be disclosed and will be kept confidential by Receiving Party; provided, however, that, subject to the restrictions in Section 3, (a) such Evaluation Material may be disclosed to Receiving Party’s Representatives who need to know such information for the purpose of evaluating the Transaction and who agree to maintain the confidentiality of the Evaluation Material in accordance with the terms of this Agreement; (b) Receiving Party shall cause its Representatives to comply with the terms of this Agreement; and (c) any disclosure of such Evaluation Material may be made to which the Disclosing Party consents in writing prior to disclosure. Receiving Party shall be liable to the Disclosing Party for any breach of this Agreement by its Representatives.

In addition, unless the other party to this Agreement gives its prior written consent, neither the Disclosing Party nor Receiving Party will disclose to any person who is not a Representative of the Disclosing Party or Receiving Party any terms, conditions or other facts with respect to any such possible Transaction, including the existence or status thereof.

3. **Consultant Reports, Analyses or Studies.** Notwithstanding any other term or provision in this Agreement governing the treatment of Confidential Information, the Parties agree and acknowledge that any reports, analyses, or studies jointly commissioned by the Parties will be provided to the District in a read-only, electronic format and may not be further disclosed by the District.

4. **Notice of Requests from Governmental Body.** Notwithstanding any other provision hereof, nothing in this Agreement shall prohibit or be deemed to prohibit a party from disclosing any Evaluation Materials (or any other information the disclosure of which is otherwise prohibited hereunder) to the extent that such party becomes legally compelled to make such disclosure by reason of a subpoena or order of a court, administrative agency or other governmental body of competent jurisdiction, or to the extent that the District becomes compelled to respond to a request for production of non-privileged or non-exempt materials made pursuant to the California Public Records Act. Such disclosures are expressly permitted hereunder, provided, however, that a party that has become legally compelled to make a disclosure otherwise prohibited hereunder by reason of a subpoena or order of a court, administrative agency or other governmental body of competent jurisdiction shall provide the other parties hereto with notice thereof as least ten (10) business days before such disclosure will be made so that the other party may seek a protective order or other appropriate remedy.

5. **Disclosures Required for Regulatory Approvals.** Notwithstanding any other provision hereof, nothing in this Agreement shall prohibit or be deemed to prohibit a party from disclosing any Evaluation Materials (or any other information the disclosure of which is otherwise prohibited hereunder) to regulatory agencies or government bodies as necessary to consummate the Transaction. The Parties agree to cooperate in order to coordinate the manner in which such information is disclosed.

6. **Return of the Evaluation Material.** At any time after being so requested by the Disclosing Party in writing, Receiving Party shall, to the extent permitted by applicable law and regulation, return or destroy all Evaluation Material furnished to Receiving Party or its Representatives by or on behalf of the Disclosing Party within five (5) business days after such request or termination of the Agreement pursuant to Section 15. Receiving Party will also keep confidential or destroy all written material, memoranda, notes, copies, excerpts and other writings or recordings whatsoever prepared by Receiving Party or its Representatives to the extent based upon, containing or otherwise reflecting any Evaluation Material. Receiving Party agrees to provide written notice to Disclosing Party once all Evaluation Material subject to this section has been returned or destroyed.

7. **No Warranties of Accuracy or Completeness.** Except pursuant to a definitive written agreement, if any, executed and delivered by and between both Parties, specifying the terms and conditions of the Transaction, the Parties acknowledge that they shall not (i) be deemed to make any representation or warranty as to the accuracy or completeness of any Evaluation Material, or (ii) have any liability to the other Party resulting from the inaccuracy, incompleteness or use of any Evaluation Material.

8. **No Obligation.** The District and the Dignity each agree that unless and until a definitive agreement regarding a Transaction has been executed, neither the District nor the Dignity will be under any legal obligation of any kind whatsoever with respect to such a Transaction by virtue of this Agreement except for the matters specifically agreed to herein.

9. **Survival.** The provisions of Sections 1, 2, 3 and 6 of this Agreement regarding nondisclosure and return of Evaluation Material shall be obligations of the Parties which shall survive the termination of this Agreement.

10. **Exclusivity.** Dignity and District agree that they shall not, and shall not permit any of their respective subsidiaries or affiliates, and will cause their respective officers, directors, employees, agents and representatives not to, at any time during the one year period commencing on the date hereof (the “**Exclusivity Period**”) directly or indirectly, engage in, or cause any of the following activities:

(a) Solicit, initiate or encourage submission of proposals or offers from any person or entity (other than the other party) relating to any acquisition, purchase, sale, lease, joint venture, business combination, partnership or encumbrance relating to all, or to a significant portion of the assets of Mark Twain Medical Center; or

(b) Participate in any negotiations regarding, or furnish to any other person or entity any additional non-public information with respect to proposals or offers from any person or entity (other than the other party) relating to any acquisition, purchase, sale, lease, joint venture, business combination, partnership or encumbrance relating to all, or to a significant portion of the assets of Mark Twain Medical Center.

Either party may terminate the Exclusivity Period upon sixty (60) days prior written notice to the other party.

11. **Remedies.** It is understood and agreed that money damages might not be a sufficient remedy for any breach of this Agreement and that the non-breaching party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach.

12. **Governing Law; Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

13. **Severability.** In the event that any provision or portion of this Agreement is determined to be invalid of unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

14. **Amendment; Waiver.** This Agreement contains the entire agreement between the parties hereto concerning confidentiality of the Evaluation Material, and no amendment or modification of this Agreement or waiver of the terms and conditions hereof shall be binding upon Receiving Party or the Disclosing Party, unless in writing by each of Receiving Party and the Disclosing Party.

15. **Assignment**. Neither Party shall assign this Agreement, directly or indirectly, and any attempt to do so without the prior written consent of the other Party to this Agreement shall be null and void.

16. **Term and Termination**. Except as otherwise provided herein, this Agreement and all of the obligations hereunder shall continue until either Party provides written notice of their intent to terminate negotiations with respect to the Transaction. If the District and the Dignity decide to enter into formal discussions related to the Transaction, the status of the Evaluation Materials and the terms of this Agreement shall be subject to a subsequent agreement between the parties. Notwithstanding the foregoing, in the event the Agreement is terminated prior to the expiration of the Exclusivity Period, the Exclusivity Period will remain in effect until the expiration of the notice period required in Section 10.

17. **Counterparts**. This Agreement may be executed in two or more counterparts, including facsimile counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth opposite the signatures below.

Effective Date: [2/10/2016]

DISTRICT:

Mark Twain Health Care District

By: *Lin Reed*
Name
Title *President*
Date: *2/10/14*

DIGNITY:

Dignity Health

By: *Karl L. Schuster*
Name
Title *SVP-FIN*
Date: *2/10/2016*