

SAMARITAN HEALTH SERVICES, INC. Enforcement Committee Charter

This Enforcement Committee Charter (the "**Charter**") has been adopted by the board of directors (the "**Board**") of Samaritan Health Services, Inc., an Oregon nonprofit corporation (the "**Company**"), to outline the duties and responsibilities of the Enforcement Committee, an ad-hoc committee of the Board. The Board created the Enforcement Committee on [DATE] pursuant to validly adopted resolutions with the intent that the Committee come into existence on the Closing Date. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Affiliation Agreement by and among the Company, the First Tier Subsidiaries (as defined therein), and MultiCare Health System, a Washington nonprofit corporation ("**MultiCare**") (the "**Agreement**").

1. Purpose. The Enforcement Committee's purpose is to enforce the Company's rights, and MultiCare's obligations, under the Agreement and to oversee the resolution of any dispute related to or arising under the Agreement. Enforcement Committee is considered a third-party beneficiary of the Agreement.

2. Membership.

2.1 *Composition.* The Enforcement Committee shall consist of three (3) members, who initially are [], [], and []. The chairperson of the Enforcement Committee shall be appointed by the members of the Enforcement Committee.

2.2 *Term; Filing Vacancies.* The Enforcement Committee members shall have an indefinite term and shall serve until resignation or death. Any vacancy on the Enforcement Committee shall be filled by the remaining members of the Enforcement Committee. Members of the Enforcement Committee need not be members of the Board of the Company or any of its affiliates. MultiCare shall have no authority to appoint or remove any members.

3. Meetings.

3.1 *Meetings.* The Enforcement Committee shall meet at least annually during the Capital Commitment Period. Special meetings of the Enforcement Committee may be called by any member of the Enforcement Committee. Notice of the time and place of all Enforcement Committee meetings shall be given to the members of the Enforcement Committee at least three (3) business days before the meeting, either orally or in writing, by any member of the Enforcement Committee.

3.2 *Voting.* A majority of voting members of the Enforcement Committee shall constitute a quorum for the conduct of business. The Enforcement Committee may take action by a vote of at least fifty-one percent (51%) of the Enforcement Committee members present at a duly called meeting. The Enforcement Committee shall keep written minutes of its meetings.

4. Duties and Responsibilities.

The Enforcement Committee shall have the following authority and responsibilities:

4.1 To enforce, on behalf of the Company, the obligations of MultiCare in the Agreement, including those contained in the following sections of the Agreement:

- (a) Section 7.2 (Employee Matters)

- (b) Section 7.3 (Medical Staff)
- (c) Section 7.4 (Capital Commitment)
- (d) Section 7.5 (Post-Closing Boards of Directors)
- (e) Section 7.6 (Post-Closing Services and Operations)
- (f) Section 7.7 (Post-Closing Bond Indebtedness)
- (g) Section 7.8 (Branding)

4.2 To approve any amendments or waivers pursuant to Section 13.1 (Amendment) and Section 13.7 (Waiver of Terms) of the Agreement.

4.3 To determine and identify any alleged claim, dispute or disagreement arising out of or related to the enforcement rights set forth in the Agreement, including, without limitation, any Enforcement Disputes and, if so determined, to assist the Parties with resolution(s) of any such disputes in accordance with the term of the Agreement.

5. Amendments. This Charter may be amended by members of the Enforcement Committee, subject to limitations of duties in the Agreement. MultiCare has no authority to amend the Charter.

6. Duration of Committee. The Enforcement Committee shall remain in place until the Enforcement Completion Date. Following the Enforcement Completion Date, the Enforcement Committee will have no further duties or rights under the Agreement, except with respect to any pending or unresolved Enforcement Dispute(s) as of the Enforcement Completion Date. If any Enforcement Disputes remain unresolved as of the Enforcement Completion Date, the Enforcement Committee will immediately disband after resolution of such pending Enforcement Disputes.

7. Other Duties and Responsibilities. The Enforcement Committee shall not have such additional duties and responsibilities other than those identified under Article 12 of the Agreement.

8. Expenses. MultiCare shall bear the responsibility of all reasonable and documented third-party fees and expenses, including reasonable attorneys' fees, incurred by the Enforcement Committee, pursuant to Article XII of the Agreement.

9. Committee Compensation. The members of the Enforcement Committee shall not be entitled to receive a fee for their services as Enforcement Committee members.