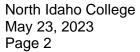


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May 23, 2023

VIA EMAIL -	gmmckenzie@nic.edu	VIA E	MAIL –	sarah.garcia@nic.edu
		·		

Greg McKenzie



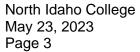


you to confirm the scope of work you have requested us to performe above is not a correct summary of what you have askedousndertake, please let me know immediately.

We do not undertake to renew or maintainy trademarks, trade names, patents, UCC financing statements, judgments, other filings unles (i) we otherwise specifically agree in writing, and (ii) we are currently presenting you at the tinther renewal is required. As a matter of courtesy only, we may from timetime voluntarily provideyou with notices of future events or activity affeing your rights relted to such filings or other documentation we have prepared, but any such notices shall endegarded as evidence an obligation to provide them to you or any assurance the hour such provided in the future.

If the above is not a correctramary of what you have asked us to undertake, please let me know immediately. Once this work is cdeted, our representation will conclude unless you and we otherwise agree. Of course, we would welcome the opportudiscuss assisting you on such other matters as you requestweendxpressly agree in writing to accept.

The scope of our representation does not require access to any Personal Health to discuss/MCID in 88e





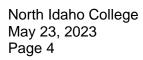
discussed the risks and available alternatives, and you have informal you wish for us to represent North Idaho College, including in captual matters adverse Kootenai Health. Holland & Hart will continue to represent Kootenai Health in there unrelated to North Idaho College in the future.

Accordingly, this letter confirms that youn behalf of North Idaho College, (1) agree to our representation of Northaho College notwithstanding our representation of Kootenai Health in unrelated matters,) (Varive any conflict of interest arising from our concurrent representation of North Idaho Lege and of Kootenai Health unrelated matters, and (3) agree not to seek to disqualify Holland & Hardm representing Kootenalealth in unrelated matters.

Holland & Hart will not represent North Idal@ollege in a lawsuit directly adverse to Kootenai Health unless Kootenai Health gives a subsequent vspierifically covering such a lawsuit.

Our customary practice, which I will follow withespect to this engament, is to bill for our services and expenses monthly. Wilebild for our time on an hourly basis, in increments of one-tenth hourix(sminutes). We expect payent of our statements upon your receipt of them. The attached billing proceedstatement ("How We Charge for Our Services and Expenses") contains a more completed tipetion of how we charge and bill for our services and expenses. I welcome anystipones you may now have about our billing procedure or may have in the future abanuty statement we send to you as the work progresses.

We will maintain records related to this gasgement in formats and organization that we, in our sole professional digment, determinare efficient and appropriate for the conduct of this engagement. After the gasgement ends, meaning the date up fa /gTps2 Tc - -1.1006 Tc(t)-1.8e date up fa /gTps2 Tc - -1.1006 Tc(t)-1.8e





HOW WE CHARGE FOR OUR SERVICES AND EXPENSES