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May 23, 2023

VIA EMAIL – gmmckenzie@nic.edu

VIA EMAIL – sarah.garcia@nic.edu

Greg McKenzie



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

We do not undertake to renew or maintain any trademarks, trade names, patents, UCC financing statements, judgments, or other filings unless (i) we otherwise specifically agree in writing, and (ii) we are currently representing you at the time the renewal is required. As a matter of courtesy only, we may from time to time voluntarily provide you with notices of future events or activity affecting your rights related to such filings or other documentation we have prepared, but any such notices shall not be regarded as evidence of an obligation to provide them to you or any assurance that such notices will be provided in the future.

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

The scope of our representation does not require access to any Personal Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or to discuss/MCID in 88e



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

Accordingly, this letter confirms that you, on behalf of North Idaho College, (1) agree to our representation of North Idaho College notwithstanding our representation of Kootenai Health in unrelated matters, (2) waive any conflict of interest arising from our concurrent representation of North Idaho College and of Kootenai Health in unrelated matters, and (3) agree not to seek to disqualify Holland & Hart from representing Kootenai Health in unrelated matters.

Holland & Hart will not represent North Idaho College in a lawsuit directly adverse to Kootenai Health unless Kootenai Health gives a subsequent written consent specifically covering such a lawsuit.

Our customary practice, which I will follow with respect to this engagement, is to bill for our services and expenses monthly. We bill for our time on an hourly basis, in increments of one-tenth hour (six minutes). We expect payment of our statements upon your receipt of them. The attached billing procedure statement ("How We Charge for Our Services and Expenses") contains a more complete description of how we charge and bill for our services and expenses. I welcome any questions you may now have about our billing procedure or may have in the future about any statement we send to you as the work progresses.

We will maintain records related to this engagement in formats and organization that we, in our sole professional judgment, determine are efficient and appropriate for the conduct of this engagement. After the engagement ends, meaning the date of final invoice, we will delete all information related to this engagement from our systems and any other records we maintain.



HOW WE CHARGE FOR OUR SERVICES AND EXPENSES

Holland & Hart LLP ("Holland & Hart") wants each client relationship to be productive, satisfying and free of

