

RESERVATION OF RIGHTS AND TOLLING AGREEMENT

THIS RESERVATION OF RIGHTS AND TOLLING AGREEMENT (“Agreement”) is made and entered into effective as of the ____ day of December, 2025 (“the Effective Date”) by and between Kootenai County, its affiliates, directors, officers, employees or agents (“Kootenai County”), and VitalCore Health Strategies, LLC., its affiliates, directors, officers, employees or agents (“VitalCore”). Kootenai County and VitalCore are collectively referred to herein as the “Parties.”

RECITALS

A. On the 6th day of April, 2021, Kootenai County and VitalCore entered into an “Agreement Between Kootenai County and VitalCore Health Strategies, LLC for Inmate Medical Services, Adult Detention Facility” (“Medical Services Agreement”), in relation to all professional services for medical, dental, and mental health services for inmates within the Kootenai County Jail.

B. By way of the Medical Services Agreement, the Parties agreed to the following, “[t]he parties agree to defend and indemnify each other and their officers, agents and employees, from the acts and omissions alleged or actual by their employees, officers, and agents.”

C. On April 30, 2025, Jack Campbell (“Plaintiff”), filed an Amended Prisoner Civil Rights Complaint (“Amended Complaint”), against, among other parties, VitalCore and Kootenai County in the United States District Court for the District of Idaho, Case No. 2:25-cv-00057-DKG (“Action”). The Plaintiff alleges, among other things, two claims pursuant to 42 U.S.C. §1983, against the Parties, and one claim against Kootenai County for violations of his Fourteenth Amendment Due Process rights as a Pretrial Detainee within Kootenai County Jail.

D. The Parties acknowledge that the claims asserted in the Action may give rise to disputes between them concerning, among other things, contractual or equitable indemnity, contribution, allocation of fault, breach of the Medical Services Agreement, insurance coverage, or other rights and obligations arising out of or relating to the events alleged in the Action. Each Party desires to reserve all such rights, claims, defenses, counterclaims, cross-claims, setoffs, recoupments, and remedies against the other. Each Party desires to withhold asserting any such claim or defense against the other Party until the Action has been finally resolved (including any appeals).

E. Accordingly, the Parties wish to toll and suspend the running of all statutes of limitation as to any claims, rights, or defenses either Party may have against the other as related to the Action.

F. These Recitals were crafted only for use in this Reservation of Rights and Tolling Agreement and all Parties agree that the signing of this Agreement by all Parties or the fact that any or all of the Parties agreed to the language of the Recitals set forth in this agreement shall not

be admissible in any subsequent proceeding, including but not limited to, a deposition, trial, or arbitration between or involving any of the Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the promises set forth in this Agreement, the Parties to this Tolling Agreement agree as follows:

1. Duration of Agreement. This Agreement shall remain in full force and effect until 90 days after the final resolution of the Action, including any and all appeal disposition, unless any Party hereto determines it is in that Party's best interest to end this Agreement, which decision must be communicated in writing to the other Parties pursuant to the notice provisions contained in Section 4. During the term of this Agreement, each Party agrees not to commence or prosecute any lawsuit, arbitration, claim, or other legal proceeding against the other Party for any claim that is subject to the tolling provisions in Section 2 below.

2. Tolling. In consideration of each Party's forbearance from asserting any claims or defenses against the other Party arising from or relating to the Action, each Party agrees that any and all statutes of limitation and defenses and pleading requirements based on the passage of time shall be tolled with respect to the Parties relative to any claims, cross-claims, or third-party claims, causes of action, counts, lawsuits, damages, or defenses arising from or relating to the Action, including but not limited to, the limitations period(s) for claims or defenses, including without limitation, those predicated on breach of contract, negligence, bad faith (all variants), breach of the covenant of good faith and fair dealing, equitable claims, and all other limitations periods of all federal, state, and local jurisdictions in the United States, including, without limitation, those statutes of limitations and repose and other limitations periods prescribed by the laws, regulations, ordinances, codes, and/or rules of the State of Idaho or any other doctrine, legal or equitable, which are based in whole or in part on the passage of time, the effect of which is to render any such claim or defense time-barred (collectively, the "Applicable Statutes of Limitations"). Notwithstanding the foregoing, this Agreement does not toll any Applicable Statutes of Limitations based on passage of time applicable to any claims, causes of action, counts, lawsuits, damage calculation, or defenses arising out of or relating to the Action that expired before the Effective Date.

3. No Admission of Liability. The Parties each acknowledge and agree that this Agreement shall not, at any time or for any purpose, be considered an admission of liability, fault, responsibility, or wrongdoing on the part of any of the Parties.

4. Notices. All notices, demands, requests, and other communications under this Agreement shall be in writing and shall be deemed properly served or delivered, if delivered by hand to the Party to whose attention it is directed, or when sent, three (3) days after deposit in the U.S. Mail, postage prepaid, certified mail, return receipt requested, or one (1) day after deposit with a nationally recognized air carrier providing next day delivery, addressed as follows:

To Kootenai County

Kootenai County
Attn: Bentley G. Stromberg
Clements, Brown, & McNichols, P.A.
321 13th Street
P.O. Box 1510
Lewiston, Idaho 83501

To VitalCore

VitalCore Health Strategies, LLC.
Attn: Landon S. Brown
Hawley Troxell Ennis & Hawley LLP
877 Main Street, Suite 1000
P.O. Box 16
Boise, ID 83701

5. Address Change. Any party may change its address for notices under this Agreement by giving formal written notice to the other Parties specifying that the purpose of the notice is to change the party's address.

6. Governing Law. This Agreement shall be construed in accordance with the substantive law of the State of Idaho.

7. Successors-in-Interest. This Agreement shall be binding upon the successors and assigns of the Parties hereto.

8. Attorney Fees. Should it be necessary for any Party to this Agreement to initiate or defend any legal proceedings wherein any issues arising under this Agreement are adjudicated, the prevailing Party to such legal proceedings shall be entitled to reimbursement of its attorney fees, costs, expenses and disbursements, (including the fees and expenses of expert and fact witnesses) reasonably incurred or made by the prevailing Party in preparing to bring suit, during suit, on appeal, on petition for review and in enforcing any judgment or award from the Party who did not substantially prevail.

9. Severability. To the Parties' knowledge, this Agreement does not violate any federal or state statute, rule, regulation or common law, but any provision that is found to be in violation of any statute, rule, regulation or common law shall be considered null and void with the remaining provisions remaining viable and in effect.

10. Equal Participation in the Drafting. The Parties agree and acknowledge that they have equally participated in the drafting of this Agreement. No ambiguity shall be construed against any Party based upon a claim that that Party drafted the ambiguous language.

11. Entire Agreement. This Agreement constitutes the entire agreement of the Parties relating to the subject matter of this Agreement. This Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all of the Parties. This Agreement supersedes and replaces all prior agreements, discussions and representations on such subject matter, all of which are merged into and superseded by this Agreement. No Party is entering into this Agreement in reliance on oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement via electronic mail shall be as effective as delivery of an executed original. Execution and delivery by electronic signature or by PDF format shall be fully binding.

13. Full Understanding; Independent Legal Counsel. Each Party represents and warrants that it is represented by separate legal counsel. Nothing contained in this Agreement shall be deemed to create an attorney-client relationship (either express or implied) between an attorney and anyone other than the client of that attorney. Furthermore, nothing in this Agreement shall be the basis for any claim of disqualification or conflict of interest of an attorney in any future transaction between the Parties. Each of the undersigned has had their counsel fully explain the terms of this Agreement and each is fully satisfied that they, as a Party to this Agreement, understand the terms and agree to abide by them. Each Party also acknowledges and agrees that it has reviewed this Agreement, has had an opportunity to consult with counsel concerning the Agreement and enters into this Agreement knowingly and voluntarily.

14. Authorization. The undersigned warrant and represent that in executing this Agreement they have full authority to execute the Agreement and bind the Parties, and that no Party has transferred, assigned, pledged or otherwise conveyed any of its claims.

IN WITNESS WHEREOF, the Parties have hereto executed this Agreement as of the Effective Date.

KOOTENAI COUNTY

By: _____

Name: _____

Its: _____

Date: December ____, 2025

VITALCORE HEALTH STRATEGIES, LLC.

By: _____

Name: _____

Its: _____

Date: December ____, 2025