

Exhibit O

Pension Enforcement Agreement

As of 10/14/10

[Attorney General's Office Letterhead]

October , 2010

Steward Health Care System LLC
c/o Cerberus Capital Management, L.P.
299 Park Avenue
New York, New York 10171
Attention: W. Brett Ingersoll

Roman Catholic Archdiocese of Boston

Attn:

Board of Trustees of the Caritas Christi Retirement Plan
c/o

Attn:

Gentlemen,

Each of you are parties to that certain Pension Transfer Agreement, dated as of October ____, 2010 (the "Pension Transfer Agreement") among Steward Health Care System LLC, a Delaware limited liability company ("Steward"), the Board of Trustees of the Caritas Christi Retirement Plan, and the Roman Catholic Archdiocese of Boston (each a "Party," and collectively, the "Parties"), which is being executed in connection with the Asset Purchase Agreement, dated March 19, 2010, among Caritas Christi, a Massachusetts not-for-profit corporation and its affiliated entities named on Annex A thereto (collectively the "Sellers") and Steward, as amended by an Amendment No. 1 to Asset Purchase Agreement, dated October 5, 2010 (as so amended, the "Asset Purchase Agreement"), whereby Steward has agreed to purchase substantially all of the assets of the Sellers used in connection with the operation of a health care system. In accordance with our review under G.L. c.180, § 8A(d) of the transactions contemplated by the Asset Purchase Agreement, this office has identified certain provisions of the Asset Purchase Agreement that relate to the public interest, which include the transfer of certain pension assets and liabilities as set forth in the Pension Transfer Agreement.

This letter shall confirm that: (1) any Party sending a notice pursuant to the terms of the Pension Transfer Agreement shall provide a copy of such notice to the Office of the Attorney General, Non-Profit Organizations/Public Charities Division (the "Division"), (2) the Parties shall provide the Division with prompt notice of any dispute concerning the Pension Transfer Agreement, (3) this office shall be a third party beneficiary of and shall have the right, but not

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the obligation, to enforce any breach by a Party of its obligations under the Pension Transfer Agreement (notwithstanding the provisions of Section 6.10 thereof), and (4) the consent of the Division shall be required for any amendment to, or waiver of, the provisions of the Pension Transfer Agreement after the date hereof.

By your signature below, you hereby consent to the enforcement of the Pension Transfer Agreement by the Attorney General (pursuant to Section 6.4 thereof), agree to the provision of notice to the Attorney General, each as set forth herein, and consent to the jurisdiction of the courts of the Commonwealth of Massachusetts in any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement and waive any objection to venue and any defense of inconvenient forum in connection with any action or proceeding so brought.

Please arrange for signature of a copy of this letter where indicated below and return it to my attention at your earliest convenience. Thank you.

Very truly yours,

David G. Spackman, Chief
Non-Profit Organizations/Public Charities
Division

Acknowledged and Agreed to:
STEWARD HEALTH CARE SYSTEM LLC

By: _____
Name: _____
Title: _____

ROMAN CATHOLIC ARCHDIOCESE OF BOSTON

By: _____
Name: _____
Title: _____

THE TRUSTEES OF THE CARITAS CHRISTI RETIREMENT PLAN

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By: _____
Name: _____
Title: _____