

**EXHIBIT K**

## ENFORCEMENT AGREEMENT

This Enforcement Agreement (the “Agreement”) is entered into as of the \_\_\_\_ day of September, 2011 by and among **MARTHA COAKLEY**, as she is the Attorney General of the Commonwealth of Massachusetts (hereinafter on behalf of herself and her successors and assigns, the “Attorney General”), **MORTON HOSPITAL AND MEDICAL CENTER, INC.** a Massachusetts not-for-profit corporation, and its affiliates **MORTON PROPERTY, INC.** and **MORTON PHYSICIAN ASSOCIATES, INC.** (collectively the “Sellers”), **MORTON HOSPITAL, A STEWARD FAMILY HOSPITAL, INC.**, a Delaware corporation f/k/a **STEWARD MEDICAL HOLDINGS SUBSIDIARY THREE, INC.** (“Steward Morton”), **STEWARD MEDICAL GROUP, INC.**, a Massachusetts not-for-profit corporation (together with Steward Morton, collectively, the “Purchaser”) and **STEWARD HEALTH CARE SYSTEM, LLC**, a Delaware limited liability company, as Guarantor (the “Guarantor”).

### RECITALS

The Sellers and the Purchaser are parties to an Asset Purchase Agreement, dated March 29, 2011, as amended by an Amendment No. 1 to Asset Purchase Agreement, dated September 6, 2011 (as so amended, the “Asset Purchase Agreement”), pursuant to which the Sellers are selling substantially all of their assets used in the operation of a health care system to the Purchaser.

The transactions contemplated by the Asset Purchase Agreement are required to be reviewed by the Attorney General pursuant to G.L. c.180, § 8A(d). In connection with such review, the Attorney General has identified certain provisions of the Asset Purchase Agreement that relate to the public interest, which include certain post-closing commitments of the Purchaser, and wishes to have the right to enforce such provisions as a third party beneficiary thereof, as more specifically set forth herein.

### TERMS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

1. Defined Terms. All capitalized terms used herein and not otherwise defined herein shall have their meanings as defined in the Asset Purchase Agreement.
2. Enforcement of Certain Provisions. Notwithstanding the provisions of Section 13.13 of the Asset Purchase Agreement, the Attorney General shall be a third-party beneficiary of, and shall have the right to enforce Section 10.1(a) (Employees), Section 11.6 (a)-(d) and (f)-(i) (Post-Closing Capital Expenditures), and Section 11.8 (Local Governing Board) of the Asset Purchase Agreement (the “AG’s Enforceable Provisions”), in each case in accordance with the terms and conditions of the Asset Purchase Agreement.
3. Consent Required. The written consent of the Attorney General shall be required for any waiver of, or amendment to, Section 2.3 (d) (Assumed Liabilities) or Section 10.1(c) of

the Asset Purchase Agreement, any amendment to the AG's Enforceable Provisions, or any other amendment to the Asset Purchase Agreement that affects the Attorney General's rights hereunder.

4. Effect on Agreement. All of the terms, conditions, covenants, provisions, representations, and warranties contained in the Asset Purchase Agreement and any documents executed in connection therewith shall remain in full force and effect except as modified hereby.

5. Remedies. Each of the Purchaser and the Guarantor recognizes that monetary damages will be inadequate for the Purchaser's breach of the AG's Enforceable Provisions and this Agreement. In addition to any legal remedies the Attorney General may have, the Attorney General shall be entitled to specific performance, injunctive relief, and such other equitable remedies as a court of competent jurisdiction may deem appropriate, without the requirement to post any bond in connection therewith.

6. Enforceability. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement or contained in the Asset Purchase Agreement.

7. Amendment. This agreement may be amended only by a writing executed by each of the parties.

8. Waiver. Any waiver by any party of any breach hereof by another party shall not be deemed to be a waiver of any subsequent or continuing breach or breach of any other provision hereof, by such party.

9. Execution. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any one counterpart.

10. Contract Under Seal. This Agreement shall be deemed to be a contract under seal, to be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

11. Jurisdiction/Venue. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against any of the parties solely in the courts of the Commonwealth of Massachusetts and each of the parties (a) consents to the jurisdiction of such courts in any such action or proceeding and (b) waives any objection to venue laid therein and any defense of inconvenient forum to the maintenance of any action or proceeding so brought.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the first day above written.

**ATTORNEY GENERAL OF THE  
COMMONWEALTH OF MASSACHUSETTS**

By: \_\_\_\_\_  
Name:  
Title:

**MORTON HOSPITAL AND MEDICAL  
CENTER, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**MORTON PROPERTY, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**MORTON PHYSICIAN ASSOCIATES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**MORTON HOSPITAL, A STEWARD FAMILY HOSPITAL, INC., f/k/a STEWARD MEDICAL HOLDINGS SUBSIDIARY THREE, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**STEWARD MEDICAL GROUP, INC.**

By: \_\_\_\_\_  
Name:  
Title:

The undersigned Guarantor hereby guarantees the obligations of the Purchaser under the AG's Enforceable Provisions and this Agreement.

**STEWARD HEALTH CARE SYSTEM LLC**

By: \_\_\_\_\_  
Name:  
Title: