

**EXHIBIT M**

**TRANSITION, WINDUP, AND REORGANIZATION AGREEMENT**

This Transition, Windup, and Reorganization 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 HEALTH FOUNDATION, INC.** a Massachusetts non-profit, charitable corporation (“Morton Foundation”), for itself and on behalf of its non-profit charitable affiliates, including Morton Hospital and Medical Center, Inc., (collectively, together with Morton Foundation, the “Morton Entities” and each a “Morton Entity”), and **MORTON HOSPITAL, A STEWARD FAMILY HOSPITAL, INC.**, a Delaware corporation f/k/a **STEWARD MEDICAL HOLDINGS SUBSIDIARY THREE, INC.** (“Steward”).

**RECITALS**

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

The Attorney General, through her Non-Profit Organizations/Public Charities Division (the “Division”) wishes to establish a framework for the orderly dissolution or reorganization of the Morton Entities and the handling of all funds donated to a Morton Entity and held for charitable purposes (the “Morton Endowment Funds”) following the closing of the transactions contemplated by the Asset Purchase Agreement (the “Closing”) and in accordance with Section 11.11 of the Asset Purchase Agreement, all as more specifically set forth herein.

**TERMS**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Effective Date; Termination. This Agreement shall be effective as of the date hereof. This Agreement (a) shall automatically terminate if the Asset Purchase Agreement is terminated prior to the Closing and (b) may be terminated in writing by the Attorney General if she determines that the obligations of the parties hereunder have been fulfilled.

2. Windup, Dissolution, Consolidation, or Merger. On or prior to the first anniversary of the Closing date, Morton Foundation shall, consistent with the applicable provisions of G.L. c. 180, other public charities law, and federal and state tax law, cause the windup and dissolution, or the consolidation or merger, of the Morton Entities, such that only those Morton Entities with remaining assets, missions, and purposes shall

survive, including Community Counseling of Bristol County, Inc. (each, a “Surviving Morton Entity”).

3. Reorganization. On or prior to the first anniversary of the Closing date and as may be appropriate or necessary, Morton Foundation shall cause each Surviving Morton Entity to be reorganized consistent with its mission and purpose. Any change to the mission or purpose of any Surviving Morton Entity shall be approved by the Division, and, if required, by order of the appropriate Massachusetts court.

4. Morton Endowment Funds. On or prior to the first anniversary of the Closing date, Morton Foundation, and to the extent held by Steward, Steward shall cause all Morton Endowment Funds, together with all applicable donor instruments and use and financial documentation, to be (a) transferred to, or retained by, the appropriate Surviving Morton Entity and (b) thereafter held and used for the donor-specified purposes and term. Any changes in the ownership, management, or use conditions of any fund constituting a Morton Endowment Fund shall be approved by the appropriate Massachusetts court, with the prior assent of the Attorney General, or as otherwise provided by G.L. c. 180A, § 5.

5. Retention and Payment of Advisors. Morton Foundation shall retain the services of an accounting firm and a law firm to assist it with the performance of its obligations hereunder. Any and all fees, costs, and expenses of such services, shall be assumed and paid for by Steward. Such accounting firm and law firm shall be designated by Morton Foundation in a writing provided to the Division prior to the Closing, which designation may be changed at any time by Morton Foundation by similar written notice.

6. Support Staff. Morton Foundation and Steward shall retain and dedicate sufficient administrative and support staff to effectively and efficiently carry out and support their obligations under this Agreement. The costs of such staff shall be paid for by Steward.

7. Schedules. Attached hereto are the following schedules, each of which is incorporated herein by reference. Morton Foundation shall provide the Division with any updates and amendments of and to such schedules within two calendar weeks of any changes, and shall provide information to supplement such schedules as may be reasonably requested by the Division from time to time.

7.1 Morton Entities. A listing of all Morton Entities together with their principal address, EIN, AGO registration number, and principal contact person.

7.2 Morton Endowment Funds. A listing of all Morton Endowment Funds held by each Morton Entity together with the name of the fund, the purpose, restriction or other limitations on the fund, the value of the fund at the last date of determination, and the location where information regarding the fund, including donor, use and financial history, are maintained.

7.3 Remaining Assets. A listing of all other assets held by each Morton Entity subsequent to the Closing, including, by category and Morton Entity, a description of the assets and their estimated aggregate value.

8. Segregation of Documents and Instruments. Notwithstanding the provisions of Section 4, all instruments and other documents evidencing the donation of any part of the Morton Endowment Funds and any reports of activities involving the Morton Endowment Funds shall be segregated by the Morton Entities from the assets being sold pursuant to the Asset Purchase Agreement. To the extent any such instruments, documents, or reports are transferred to Steward, Steward shall use its best efforts to maintain such assets separately until they are transferred to a Morton Entity pursuant to Section 4 hereof.

9. Enforceability/Assignment. 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. This Agreement may not be assigned by Morton Foundation or Steward without the written consent of the Attorney General or by the Attorney General without the written consent of Morton Foundation and Steward. The terms hereof shall be binding upon any successor to the interests of Morton Foundation or Steward.

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

11. 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.

12. 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.

13. 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.

14. 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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 HEALTH FOUNDATION,  
INC.**

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

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

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