

EXHIBIT A

Transaction Summary and Executed Asset Purchase Agreement (Without Schedules and Exhibits)

Transaction Summary

Quincy and Steward executed an Asset Purchase Agreement (the “APA”) on June 30, 2011, a copy of which is attached to this Exhibit A. Under the APA, Quincy will convey substantially all of its assets and liabilities (but not those associated with restricted charitable assets) to a newly-established for-profit entity established by Steward. The sale will be carried out as part of the bankruptcy proceeding Quincy initiated on July 1, 2011.

Consideration for the transaction will include a cash purchase price of at least \$35 million and as much as \$38 million depending on when the transaction is completed (the “Closing”), subject to certain adjustments set forth in the APA. Quincy will use the cash purchase price to pay the allowed claims of its secured and unsecured creditors in accordance with a plan to be approved by the Bankruptcy Court. Steward also will assume or pay certain of Quincy’s liabilities related to its current operation, including employee-related obligations and cure amounts associated with purchased contracts. Steward will hire virtually all of Quincy’s current employees and recognize the current unions at Quincy.

Through the APA Steward has committed to the following post-Closing covenants:

- Capital investments in the successor hospital facility in an aggregate amount of \$34 million. Of this amount \$15 million is to be expended in the first year, and \$10 million in the second year, post-Closing. In addition, from the 5th to the 10th anniversary of the Closing an average of between 110% and 125% of the hospital’s annual depreciation will be made available for the successor hospital’s routine needs, estimated to be approximately \$20 million over the 5-year period.
- Steward will retain all of the services Quincy currently offers for a period of at least 7 years, and for as long as a minimum of 10 years depending on the financial performance of the successor hospital beginning in the 4th year post-Closing.
- Steward will maintain charity care and community benefit policies for the successor hospital at least at the current level currently provided by Quincy.
- Steward will establish a governing board for the successor hospital that will include a local governing board committee. This committee, made up of persons residing in the hospital’s service area, will have responsibility for approving major borrowing, substantial changes in services, strategic planning, capital and operating budgets, prioritization of capital investments, filing of determination of need applications, medical staff matters and community benefit planning.

The completion of the transaction is subject to various conditions, including review by the Office of the Attorney General under Section 8A(d), approval by the Department of Public Health through issuance of a determination of need for the change of ownership and finding Steward suitable as a hospital licensee, and approval of the Bankruptcy Court.

Asset Purchase Agreement

by and among

Quincy Medical Center, Inc.,

QMC ED Physicians, Inc. and

Quincy Physician Corporation

and

Steward Medical Holdings Subsidiary Five, Inc. and

Steward Medical Holdings LLC

Dated as of June 30, 2011

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ANNEX

1 Business

SCHEDULES

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Seller Disclosure Schedule

Purchaser Disclosure Schedule

EXHIBITS

- Exhibit A Bill of Sale
- Exhibit B Assignment and Assumption Agreement
- Exhibit C Form of Deed
- Exhibit D Medical Services Agreement

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of June 30, 2011 (this "Agreement"), by and among Quincy Medical Center, Inc., QMC ED Physicians, Inc., and Quincy Physician Corporation, each a Massachusetts nonprofit corporation (collectively "QMC" or "Seller"), Steward Medical Holdings Subsidiary Five, Inc., a Delaware corporation ("Purchaser"), and Steward Medical Holdings LLC, a Delaware limited liability company ("Steward").

WHEREAS, QMC owns and operates a hospital located in Quincy, Massachusetts, known as Quincy Medical Center (the "Hospital").

WHEREAS, Seller also owns, controls and/or operates other businesses related to Seller's operation of the Hospital (all health care and health care related business operations and services provided by Seller and its Affiliates at or associated with the Hospital, including those identified in Annex 1, and including the ownership and operation of the Hospital, are referred to collectively as the "Business").

WHEREAS, Seller desires to sell, transfer and assign to Purchaser, and Purchaser desires to purchase, acquire and assume from Seller, the Business, including all of the Purchased Assets and Assumed Liabilities, all as more specifically provided herein.

WHEREAS, Seller desires to effectuate the contemplated sale of the Business to Purchaser through a sale conducted under title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"), and to that end Seller intends to file presently, in the United States Bankruptcy Court for the District of Massachusetts (the "Bankruptcy Court"), a voluntary petition for relief under chapter 11 of the Bankruptcy Code commencing Seller's bankruptcy case (the "Bankruptcy Case") (the date of Seller's filing of such voluntary chapter 11 petition; the "Petition Date"), and to seek the Bankruptcy Court's approval of the contemplated sale pursuant to sections 105, 363 and 365 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Certain Definitions.

For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

"AGO" means the Office of the Attorney General of the Commonwealth of Massachusetts.

"8A(d) Advance" and "8A(d) Review" have the meanings set forth in Section 8.8.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise; except that, for purposes of this Agreement, Affiliate shall not include any member of Steward, Cerberus Capital Management, L.P. or any of its funds (collectively, "CCM").

"Allocation Statement" has the meaning set forth in Section 12.3.

"Antitrust Division" has the meaning set forth in Section 8.7(b).

"Antitrust Laws" has the meaning set forth in Section 8.2.

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Assumed Plans" has the meaning set forth in Section 2.3(i).

"Bankruptcy Case", "Bankruptcy Code", and "Bankruptcy Court" have the meanings set forth in the fourth recital of this Agreement.

"Bankruptcy Rules" has the meaning set forth in Section 8.18.

"Bidding Procedures Order" means an order of the Bankruptcy Court, in form and substance reasonably acceptable to Purchaser and Seller that, among other things, (i) establishes procedures for the submission of Competing Bids, (ii) approves the Break-Up Fee and Overbid Protection, all as defined in Section 7.1, on the terms and conditions set forth in Section 7.1 and (iii) authorizes and schedules an auction for the sale of the Purchased Assets and establishes procedures with respect to such auction, and provides for the scheduling of a hearing on the Sale Motion and establishes deadlines for objections thereto.

"Break-Up Fee" has the meaning set forth in Section 7.1.

"Business Day" means any day of the year on which national banking institutions in Massachusetts are open to the public for conducting business and are not required or authorized to close.

"Business" has the meaning set forth in the second recital of this Agreement.

"Cafeteria Plan Participants" has the meaning set forth in Section 9.2(c).

"Cash Purchase Price" has the meaning set forth in Section 3.1(a).

“CERCLA” has the meaning set forth in Section 5.16(c).

“Chapter 180” has the meaning set forth in Section 5.3(b).

“CHOW” has the meaning set forth in Section 4.2(k).

“Closing” and “Closing Date” have the meanings set forth in Section 4.1.

“Closing Date Extension Fee” has the meaning set forth in Section 4.4(a).

“CMS” means the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services.

“COBRA” has the meaning set forth in Section 5.13(d).

“Code” means the U.S. Internal Revenue Code of 1986, as amended.

“Competing Bid” has the meaning set forth in Section 7.2.

“Confidential Information” and “Confidentiality Agreement” have the meanings set forth in Section 8.15.

“Contemplated Transactions” has the meaning set forth in Section 2.1.

“Contract” means any written contract, indenture, note, bond, lease, license or other agreement.

“DEA” means the United States Drug Enforcement Administration.

“Deed” has the meaning set forth in Section 4.2(f).

“Demand” has the meaning set forth in Section 11.5(a).

“Deposit” has the meaning set forth in Section 3.2.

“Disputed Claim” has the meaning set forth in Section 11.5(c).

“DMA” means the Commonwealth of Massachusetts, Executive Office of Health and Human Services, Division of Medical Assistance.

“DMH” means the Department of Mental Health of the Commonwealth of Massachusetts.

“Documents” means all data, files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing

documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials and information related exclusively to the Business and the Purchased Assets in each case whether in written or electronic form or other media.

“DPH” means the Department of Public Health of the Commonwealth of Massachusetts.

“Effective Time” has the meaning set forth in Section 4.1.

“Employee Benefit Plans” has the meaning set forth in Section 5.13(a).

“Employees” means all individuals, as of the date hereof, whether or not actively at work as of the date hereof, who are employed by Seller in the conduct of the Business, together with individuals who are hired in respect of the conduct of the Business after the date hereof and prior to the Closing.

“Environmental Law” means any applicable foreign, federal, state or local statute, regulation, or ordinance currently in effect relating to the environment, pollution, radiation or protection of human health, safety or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. App. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.) the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.), and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), and the regulations promulgated pursuant thereto.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means any organization that is a member of Seller’s controlled group of organizations under Sections 4.4(b), (c), (m) or (o) of the Code.

“Escrow Agent” has the meaning set forth in Section 3.2.

“Escrow Expiration Date” has the meaning set forth in Section 3.2.

“Excluded Assets” has the meaning set forth in Section 2.2.

“Excluded Contracts” has the meaning set forth in Section 2.2(b).

“Excluded Liabilities” has the meaning set forth in Section 2.4.

“Excluded Matter” means any one or more of the following: (i) the effect of any change in the United States or foreign economies or securities or financial markets in general; (ii) the effect of any change that generally affects the healthcare industry (including a general adverse change in health care services payment rates); (iii) the effect

of any change arising in connection with earthquakes, hurricanes or other natural disasters or acts of God; (iv) the effect of any change arising in connection with hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions existing or underway as of the date hereof; (v) the effect of any action taken by Purchaser or its Affiliates, including their respective employees, with respect to the Contemplated Transactions or with respect to Seller; (vi) the effect of any changes in applicable Laws or accounting rules that are not directed at Seller, Purchaser or hospitals operated by for-profit entities, in each instance to the exclusion of others; (vii) any effect resulting from the public announcement of this Agreement, compliance with terms of this Agreement or the consummation of the Contemplated Transactions; or (viii) any effect resulting from the filing of the Bankruptcy Case and reasonably anticipated effects thereof or Seller's compliance with the Bankruptcy Code.

"Foreign Privacy Laws" shall mean (i) the Directive 95/46/EC of the Parliament and of the Council of the European Union of 24 October 1995 on the protection of individuals with regard to the collection, use, disclosure, and processing of personal data and on the free movement of such data, (ii) the corresponding national rules, regulations, codes, orders, decrees and rulings thereunder of the member states of the European Union and (iii) any rules, regulations, codes, orders, decree, and rulings thereunder related to privacy, data protection or data transfer issues implemented in other countries.

"FTC" has the meaning set forth in Section 8.7(b).

"Fundamental Representations and Warranties" has the meaning set forth in Section 10.1(a).

"Furniture and Equipment" means all furniture, fixtures, furnishings, machinery, appliances and other equipment and leasehold improvements used or held for use by Seller at the Owned Properties or the property subject to the Real Property Leases, or otherwise owned or held by Seller for use in the conduct of the Business, in each case on the Closing Date, including all such desks, chairs, tables, Hardware, copiers, telephone lines, telecopy machines and other telecommunication equipment (and, to the extent assignable by Seller, the telephone numbers associated therewith used in the Ordinary Course of Business), cubicles and miscellaneous office furnishings.

"GAAP" means generally accepted accounting principles in the United States as of the date hereof.

"General Commercial Software" means non-exclusively licensed Software, including but not limited to Software made available as a software as a service or hosted solution, that (i) is commercially available for license and is licensed pursuant to "shrink-wrap" or "click-through" license agreements or is pre-installed in the ordinary course of business as part of hardware and (ii) for which the aggregate annual license, maintenance and other fees does not exceed \$15,000 per year.

“Governmental Body” means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

“Hardware” means any and all computer and computer-related hardware, including, but not limited to, computers, file servers, facsimile servers, scanners, color printers, laser printers and networks.

“Hazardous Materials” means (i) any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “hazardous air pollutants,” “contaminants,” “toxic chemicals,” “toxins,” “hazardous chemicals,” “extremely hazardous substances” or “pesticides” under any applicable Environmental Law, or (ii) any petroleum or petroleum products, oil, natural or synthetic gas, radioactive materials, asbestos-containing materials, polychlorinated bi-phenals, urea formaldehyde foam insulation, radiation or radon.

“Healthcare Applications” has the meaning set forth in Section 8.7(a).

“Healthcare Programs” has the meaning set forth in Section 5.15(a).

“Healthcare Regulatory Consents” shall mean in respect of Seller or Purchaser, as the case may be, such consents, approvals, authorizations, waivers, certifications, Orders, licenses or Permits of any Governmental Body as shall be required to be obtained and such notifications to any Governmental Body as shall be required to be given by such party in order for it to consummate the Contemplated Transactions in compliance with all applicable Law relating to health care or healthcare services of any kind, including relating to the operation of the Business following the Closing, and shall include, without limitation, obtaining any such consents, approvals, authorizations, waivers, certifications, Orders, licenses or Permits from, or providing required notices to, DPH, DMH, CMS, DMA, DEA and, as applicable, the AGO, and shall include, without limitation, Purchaser obtaining from DPH (i) a Determination of Need with respect to the transfer of ownership of the Hospital, (ii) suitability approval regarding its ability to obtain a license to operate the Hospital following the transfer of ownership, and any consents, approvals, authorizations, waivers, Orders, licenses or Permits issued by DPH, DMH, CMS, DMA, DEA or other Governmental Body needed for Purchaser to consummate the Contemplated Transactions and to operate the Hospital.

“Health Information Law” has the meaning set forth in Section 5.18(d).

“HIPAA” means, collectively, the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), and all regulations promulgated pursuant thereto, including the Transaction Code Set Standards, the Privacy Rules and the Security Rules set forth at 45 C.F.R. Parts 160 and 164.

"Hospital" has the meaning set forth in the first recital of this Agreement.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Indebtedness" of any Person means, without duplication, (i) the principal of and premium (if any) in respect of (A) indebtedness of such Person for money borrowed and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable and other accrued current liabilities arising in the Ordinary Course of Business); (iii) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction; (v) all obligations of the type referred to in clauses (i) through (iv) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations; and (vi) all obligations of the type referred to in clauses (i) through (v) of other Persons secured by any Lien on any property or asset of such Person (whether or not such obligation is assumed by such Person).

"Indemnified Party" has the meaning set forth in Section 11.5(a).

"Indemnifying Party" has the meaning set forth in Section 11.4(c).

"Indemnity Notice Period" has the meaning set forth in Section 11.5(a).

"Intellectual Property Licenses" means (i) any grant by Seller to a third Person of any right to use any of the Purchased Intellectual Property and (ii) any grant to Seller of a right to use in connection with the Business any Intellectual Property Rights owned by any other Person, to the extent, and only to the extent, such right is in writing and transferable by Seller (taking into consideration the provisions of Section 8.4).

"Intellectual Property Rights" means all U.S. and foreign (i) patents, including continuations, divisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon, (ii) inventions (whether or not patentable), (iii) trademarks, service marks, trade names, service names, brand names, trade dress rights, corporate names, and logos (in each case regardless whether registered) and goodwill associated with any of the foregoing, (iv) Internet domain name registrations, (v) copyrights (regardless whether registered), (vi) all trade secrets and confidential business information (including, without limitation, ideas, concepts, formulae, know-how, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial, business and marketing plans, and customer and supplier lists and related information), (vii) registrations and applications for registration for the foregoing, (viii) all other intellectual property rights and (ix) all rights of Seller to the names "Quincy Medical Center" and any variations thereof.

“IRS” means the U.S. Internal Revenue Service.

“Joint Commission” has the meaning set forth in Section 5.15(a).

“Knowledge of Purchaser” means the actual knowledge of those officers of Purchaser identified on Schedule 1.1(a), as well as any knowledge that such individuals would have possessed had they made reasonable inquiry with respect to the matter in question.

“Knowledge of Seller” means the actual knowledge of those officers of Seller identified on Schedule 1.1(b), as well as any knowledge that such individuals would have possessed had they made reasonable inquiry with respect to the matter in question.

“Law” means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation.

“Legal Proceeding” means any judicial, administrative or arbitral actions, suits, proceedings (public or private) or claims or any proceedings by or before a Governmental Body or before a private arbitration body whose decisions can be entered in a court for judgment.

“Liability” means any debt, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due), and including all costs and expenses relating thereto.

“Lien” means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, proxy, voting trust or agreement and transfer restriction under any agreement.

“Losses” has the meaning set forth in Section 11.2(a).

“Marks” means all trademarks, service marks, trade names, service names, brand names, all trade dress rights, logos, Internet domain names and corporate names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof.

“Material Adverse Effect” shall mean any fact, circumstance, event, change, effect, casualty, condition or occurrence that, individually or in the aggregate, has had or is reasonably likely to have a material adverse effect on (i) the property or the condition of the Purchased Assets, taken as a whole, or (ii) the ability of Seller to consummate the Contemplated Transactions or to perform its obligations under this Agreement, in each case other than an effect resulting from an Excluded Matter.

“Medicaid” or “MassHealth” means the healthcare assistance program established by Title XIX of the Social Security Act (42 U.S.C. Sections 1396 et seq., as amended) and applicable Massachusetts statutes and administered by DMA.

"Medicare" means the health insurance program for the aged and disabled established by Title XVIII of the Social Security Act (42 U.S.C. Sections 1395 et seq., as amended) and administered by CMS.

"Non-Fundamental Representations and Warranties" has the meaning set forth in Section 10.1(b).

"Order" means any order, injunction, judgment, decree, ruling, consent, approval, writ, assessment or arbitration award of the Bankruptcy Court or other Governmental Body.

"Ordinary Course of Business" means the ordinary and usual course of normal day-to-day operations of the Business as conducted through the date hereof consistent with past practice and in accordance with policies in effect on the date hereof, subject, however, in respect of the period after the Petition Date, to those actions necessary and incident to the Bankruptcy Case and to comply with the Bankruptcy Code.

"Organizational Documents" has the meaning set forth in Section 5.1.

"Overbid Protection" has the meaning set forth in Section 7.1.

"Owned Properties" has the meaning set forth in Section 5.7(a).

"Patient Records" shall mean any Documents containing information concerning medical or behavioral health services provided to, or the medical or behavioral health of, any individual, the disclosure of which are subject to: (i) state law; (ii) HIPAA; (iii) 42 C.F.R. Part 2 governing the confidentiality of alcohol and drug abuse patient records; and (iv) any applicable federal law.

"Permits" means any approvals, authorizations, consents, licenses, permits, provider numbers, Determinations of Need, Healthcare Regulatory Consents, certificates of exemption, franchises, accreditations, registrations or certificates of a Governmental Body or other regulatory entity, including all pending applications therefor and renewals thereof.

"Permitted Exceptions" means (i) zoning, entitlement and other land use and environmental regulations or designations by any Governmental Body provided that such regulations or designations have not been violated; (ii) with respect to the Owned Property, those matters set forth on Schedule 2.9(a); (iii) with respect to the Purchased Real Property Leases which are Real Property Tenant Leases, (a) title of a lessor thereunder and (b) those matters set forth on Schedule 2.9(b); (iv) with respect to the Purchased Real Property Leases which are Real Property Landlord Leases, those matters set forth on Schedule 2.9(b); and (v) the purchase money security interests listed on Schedule 1.1(c); and with respect to each of clauses (i) through (v), none of which would materially impair the Purchased Assets or Purchaser's operation of the Business.

“Person” means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

“Personal Property Leases” means any lease by Seller (as lessor or lessee) of personal property, including Furniture and Equipment, used in connection with the Business.

“Petition Date” has the meaning set forth in the fourth recital of this Agreement.

“PHI” has the meaning set forth in Section 2.8.

“Post-Closing Commitments” has the meaning set forth in Section 8.20.

“Post-Closing Tax Period” means any Tax period (or portion thereof) ending after the Closing Date.

“Pre-Closing Tax Period” means any Tax period (or portion thereof) ending on or before the Closing Date.

“Property Agreements” has the meaning set forth in Section 5.7(b).

“Purchased Assets” has the meaning set forth in Section 2.1.

“Purchased Contracts” has the meaning set forth in Section 2.1(d).

“Purchased Intellectual Property” means all Intellectual Property Rights owned by Seller and/or its Affiliates and used in connection with the Business (or which would be infringed in the conduct of the Business but for valid rights thereto), except for any that is an Excluded Asset.

“Purchased Intellectual Property Licenses” has the meaning set forth in Section 2.1(c).

“Purchased Permits” has the meaning set forth in Section 2.1(h).

“Purchased Personal Property Leases” has the meaning set forth in Section 2.1(b).

“Purchased Real Property Leases” has the meaning set forth in Section 2.1(a).

“Purchased Securities” has the meaning set forth in Section 2.1(i).

“Purchased Vehicles” has the meaning set forth in Section 2.1(b).

“Purchase Price” has the meaning set forth in Section 3.1.

"Purchaser Cafeteria Plan" has the meaning set forth in Section 9.2(c).

"Purchaser Disclosure Schedule" has the meaning set forth in the introductory paragraph to ARTICLE VI.

"Purchaser Documents" has the meaning set forth in Section 6.2.

"Purchaser Parties" has the meaning set forth in Section 11.2(a).

"Purchaser Plans" has the meaning set forth in Section 9.2(b).

"Real Property Leases," "Real Property Landlord Leases" and "Real Property Tenant Leases" have the meanings set forth in Section 5.7(a).

"Release" has the meaning specified in CERCLA.

"Rent Roll" has the meaning set forth in Section 5.7(c).

"Retained Deposit" has the meaning set forth in Section 3.2.

"Sale Motion" means the motion or motions of Seller, in form and substance reasonably acceptable to Purchaser and Seller, seeking approval and entry of the Sale Order.

"Sale Order" shall be an order or orders of the Bankruptcy Court in form and substance reasonably acceptable to Purchaser and Seller approving this Agreement and all of the terms and conditions hereof, and approving and authorizing Seller to consummate the Contemplated Transactions. Without limiting the generality of the foregoing, such order shall find and provide, among other things, that (i) the Purchased Assets sold to Purchaser pursuant to this Agreement shall be transferred to Purchaser free and clear of all Liens (other than Liens created by Purchaser and Permitted Exceptions) claims, encumbrances and interests (to the fullest extent permitted under applicable law) such Liens, claims encumbrances and interests to attach only to the Purchase Price; (ii) Purchaser has acted in "good faith" within the meaning of section 363(m) of the Bankruptcy Code; (iii) this Agreement was negotiated, proposed and entered into by the parties without collusion, in good faith and from arm's length bargaining positions; and (iv) the Bankruptcy Court shall retain jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement.

"Satisfaction/Waiver Date" has the meaning set forth in Section 4.1.

"Seller Balance Sheet," "Seller Balance Sheet Date," "Seller Interim Balance Sheet," "Seller Interim Balance Sheet Date" and "Seller Financial Statements" have the meanings set forth in Section 5.4(a).

"Seller Cafeteria Plan" has the meaning set forth in Section 9.2(c).

"Seller Disclosure Schedule" has the meaning set forth in the introductory paragraph of ARTICLE V.

"Seller Documents" has the meaning set forth in Section 5.2.

"Seller Parties" has the meaning set forth in Section 11.2(b).

"Software" means any and all of the following used in the Business (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (ii) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (iv) all documentation including user manuals and other training documentation related to any of the foregoing.

"Straddle Period" means any Tax period beginning before the Closing Date and ending after the Closing Date.

"Successor Hospital" has the meaning set forth in Section 8.20(a).

"Taxes" means (i) all federal, state, local or foreign taxes, charges or other assessments, including, without limitation, all net income, gross receipts, capital, sales, use, ad valorem, value added, lease, service, alternative or add-on minimum, transfer, franchise, profits, inventory, capital stock, license, environmental, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property and estimated taxes, and (ii) all interest, penalties, fines, additions to tax or additional amounts imposed by any taxing authority in connection with any item described in clause (i).

"Tax Return" means all returns, declarations, reports, estimates, information returns and statements required to be filed in respect of any Taxes, including any attachment or schedule thereto, and including any amendment thereof.

"Technology" means, collectively, all designs, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, programs, subroutines, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein, and all related technology, that are used in, incorporated in, embodied in, displayed by or relate to, or are used or useful in the Business, other than any in the form of Software.

"Termination Date" has the meaning set forth in Section 4.4(a).

"Third Party Claim" has the meaning set forth in Section 11.5(d).

"Transfer Taxes" has the meaning set forth in Section 12.1.

"Transferred Employees" has the meaning set forth in Section 9.1.

"Transferred Patient Records" has the meaning set forth in Section 8.20(g).

"Transitional Contracts" means those executory contracts and leases listed on Schedule 1.1(d) hereto or as otherwise designated pursuant to Section 8.19(b).

"US Privacy Laws" shall mean any rules, regulations, codes, orders, decrees, and rulings thereunder of any federal, state, regional, county, city, municipal or local government of the United States or any department, agency, bureau or other administrative or regulatory body obtaining authority from any of the foregoing that relate to privacy, data protection or data transfer issues, including all implementing laws, ordinances or regulations, including, without limitation, the Fair Credit Reporting Act of 1970, as amended; the Privacy Act of 1974, as amended; the Family Education Rights and Privacy Act of 1974, as amended; the Right to Financial Privacy Act of 1978, as amended; the Privacy Protection Act of 1980, as amended; the Cable Communications Policy Act of 1984, as amended; the Electronic Communications Privacy Act of 1986, as amended; the Video Privacy Protection Act of 1988, as amended; the Telephone Consumer Protection Act of 1991, as amended; the Driver's Privacy Protection Act of 1994, as amended; the Communications Assistance for Law Enforcement Act of 1994, as amended; the Telecommunications Act of 1996, as amended; the Children's Online Privacy Protection Act (COPPA) of 1998, as amended; the Financial Modernization Act (Graham-Leach-Bliley Act) of 2000, as amended; and HIPAA.

1.2 Terms Defined Elsewhere in this Agreement. Other terms used in this Agreement shall have the meanings set forth in the sections where such terms are defined.

1.3 Other Definitional and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) Calculation of Time Periods. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Delivered. Any requirement in this Agreement relating to Seller's delivering or making delivery to Purchaser of any document or other material shall, except with regard to materials required to be delivered by Seller to Purchaser pursuant to Section 4.2, be deemed to be satisfied by Seller's providing electronic access for Purchaser to such documents or material in Seller's secure

deal room, provided that Seller or its representative (i) causes the deal room to remain operational and accessible by Purchaser at all times prior to the Closing and (ii) promptly notifies Purchaser via e-mail when such documents or materials are first made available to Purchaser in the deal room.

(iii) Dollars. Any reference in this Agreement to \$ shall mean U.S. dollars.

(iv) Exhibits/Schedules. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any matter or item disclosed on one Schedule shall be deemed to have been disclosed on each other Schedule to the extent it reasonably relates to the subject matter of such other Schedule. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement. On or before July 14, 2011, Seller shall deliver to Purchaser the Seller Disclosure Schedule and other Schedules provided for in this Agreement other than the Purchaser Disclosure Schedule, it being understood that for purposes of determining Seller's compliance with its representations and warranties in ARTICLE V, Seller shall be deemed to have delivered the Seller Disclosure Schedule on the date of this Agreement. If (i) the Seller Disclosure Schedule provides exceptions to Seller's representations and warranties contained in Sections 5.5 (Title to Purchased Assets), 5.6 (Taxes), 5.11 (Contracts), 5.14 (Employee Relations; Medical Staff; Labor), 5.15 (Compliance with Laws) or 5.16 (Environmental Matters) or makes disclosures pursuant to Sections 5.4 (Financial Statements), 5.8 (Litigation) or 5.17 (Permits) and (ii) the exceptions or disclosures, as applicable, with respect to such Sections disclose either a Material Adverse Effect or a condition or event that represents an immediate threat to Seller's ability to continue to operate the Business and that was not disclosed in a document delivered to Purchaser prior to the date hereof, then Purchaser may terminate this Agreement upon written notice to Seller, provided such notice is delivered no later than three (3) Business Days after Seller's delivery of the Seller Disclosure Schedule. With respect to all other Schedules other than the Purchaser Disclosure Schedule, including without limitation the classification of executory contracts as Purchased Contracts, Excluded Contracts or Transitional Contracts, such Schedules (including any amendments to the original Schedules) shall be subject to the mutual agreement of the parties as embodied in (i) such Schedules as exist and are appended to this Agreement as of the date hereof and (ii) such Schedules as are subsequently included and incorporated into this Agreement.

(v) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(vi) Headings. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or

be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(vii) Herein. The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(viii) Including. The word "including" or any variation thereof means "including, without limitation" and, unless otherwise expressly stated, shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(b) The parties hereto have been advised by counsel and have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted in its entirety by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

ARTICLE II

PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement and the Sale Order, at the Closing, Purchaser shall purchase, acquire and accept from Seller, and Seller shall sell, transfer, assign, convey and deliver to Purchaser (the "Contemplated Transactions"), all of Seller's right, title and interest in, to and under all of Seller's properties, assets and rights, tangible and intangible, of every nature, kind and description, wherever located, relating to the Business and existing as of the Closing, other than any that are Excluded Assets, free and clear of any and all Liens (to the fullest extent permitted under applicable law) other than Permitted Exceptions (collectively, the "Purchased Assets"), including without limitation:

(a) the Owned Properties and, subject to Section 2.5, the Real Property Leases listed on Schedule 2.1(a) (the "Purchased Real Property Leases"), together with all improvements and fixtures thereto and other appurtenances and rights in respect thereof;

(b) (i) all of the Furniture and Equipment, (ii) the inventory, tools, spare parts, supplies, medical supplies and other tangible personal property used or held for use by Seller at the Owned Properties or the property subject to the Real Property Leases or otherwise owned or leased by Seller for use in the conduct of the Business, in each case on the Closing Date, (iii) all vehicles identified on Schedule 2.1(b)(iii) (the "Purchased Vehicles"), and (iv) subject to Section 2.5, the Personal Property Leases (the "Purchased Personal Property Leases");

(c) (i) the Purchased Intellectual Property (subject to Section 8.18), and (ii) the rights of Seller as licensor or, subject to Section 2.5, as licensee under the Intellectual Property Licenses (the "Purchased Intellectual Property Licenses");

(d) subject to Section 2.5, the Contracts listed on Schedule 2.1(d) (the "Purchased Contracts") and the Transitional Contracts which Purchaser expressly assumes in accordance with Section 8.21;

(e) all pre-paid expenses of Seller;

(f) to the extent transferable, grants from Governmental Bodies;

(g) subject to the provisions of Sections 2.8 and 8.16, all Documents that are used in, held for use in or intended to be used in, or that arise primarily out of, the Business, including Documents relating to the services provided by the Business, the marketing of the Business's services (including advertising and promotional materials), Purchased Intellectual Property, personnel files for Transferred Employees, Patient Records, and files including credit information and supplier lists, to the extent physically located at or maintained by Seller from any of the premises referred to in clause (a) above, but excluding (i) personnel files for Employees of Seller who are not Transferred Employees, (ii) such files (if any) as may not be provided to Purchaser hereunder in compliance with applicable Law regarding privacy and security of Patient Records, (iii) Documents which Seller is not permitted to transfer pursuant to any contractual confidentiality obligation owed to any third party, and (iv) any Documents required to realize the benefits of any Excluded Assets;

(h) all Permits used by Seller in the Business to the extent assignable (the "Purchased Permits");

(i) to the extent transferable to Purchaser, all rights of Seller under non-disclosure or confidentiality, non-compete, or non-solicitation agreements with employees and agents of Seller or with third parties to the extent relating to the Business or the Purchased Assets (or any portion thereof);

(j) all rights of Seller, to the extent transferable, under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors to the extent relating to services provided to Seller after the Closing or to the extent affecting any Purchased Assets;

(k) all of Seller's Medicare and other third party payor provider numbers and agreements;

(l) to the extent transferable, Seller's ownership interest in South Suburban Oncology Center Limited Partnership (the "Purchased Securities");

(m) all goodwill and other intangible assets associated with the Business, including without limitation customer and supplier lists, the goodwill associated with the Purchased Intellectual Property, the internet domain name

www.quincymc.org and any other internet domain names (including registrations and applications therefor) of Seller used in connection with the Business;

(n) accounts receivable and similar contract rights with respect to the Purchased Contracts, together with any unpaid financing charges accrued thereon and the benefit of all security for such accounts receivable, but only insofar as such rights entail rights of setoff, recoupment or similar rights as to obligations of Seller existing on the Closing Date or thereafter arising; and

(o) any rights to settlement and retroactive adjustments, if any, for open periods ending on or before the Closing Date arising from or against the federal government under the terms of the Medicare program or under MassHealth or any other Medicaid or third party payor program.

2.2 Excluded Assets. Notwithstanding Section 2.1, nothing herein contained shall be deemed to sell, transfer, assign or convey the Excluded Assets to Purchaser, and Seller shall retain all of its right, title and interest to, in and under the Excluded Assets. "Excluded Assets" shall mean all right, title and interest of Seller in, to and under:

(a) all cash, cash equivalents, bank deposits or similar cash items of Seller and all securities owned by Seller, other than the Purchased Securities;

(b) the Contracts identified on Schedule 2.2(b), including any accounts receivable, right of setoff or recoupment, or claim or cause of action arising out of or with respect to any such Contract (the "Excluded Contracts"), and the Transitional Contracts which Purchaser elects not to assume in accordance with Section 8.21;

(c) all deposits (including customer deposits and security deposits for rent, electricity, telephone or other utilities and deposits posted under any Purchased Contract);

(d) the Personal Property Leases identified on Schedule 2.2(d);

(e) any confidential personnel records pertaining to Employees who are not Transferred Employees;

(f) any Documents (A) that relate to Seller's planning for or conduct of the Bankruptcy Case, (B) that constitute or contain information protected by any privilege of Seller, including without limitation the attorney-client privilege, or (C) that Seller is required by Law to retain or that Seller determines are necessary or advisable to retain, including, without limitation, Tax Returns, financial statements, and corporate or other entity filings; provided, however, that, subject to Section 8.15, Purchaser shall have the right to make copies of any portions of Documents retained solely under foregoing clause (C) that relate to the Business as conducted before the Closing (except as prohibited by Law) or that relate to any of the Purchased Assets and the Assumed Liabilities;

(g) any information management systems of Seller not used or held for use in whole or in part in the conduct of the Business and not necessary or useful to the conduct of the Business;

(h) any Documents relating to proposals to acquire the Business by Persons other than Purchaser;

(i) any claim, right or interest of Seller in or to any refund, rebate, abatement or other recovery for Taxes, together with any interest due thereon or penalty rebate arising therefrom, for any Pre-Closing Tax Period other than a Straddle Period;

(j) all insurance policies or rights to proceeds thereof relating to the Business or the Purchased Assets;

(k) any rights, claims, counterclaims, demands or causes of action of Seller against third parties relating to assets, properties, Business or operations of Seller arising out of events occurring prior to the Closing Date or arising out of the Closing, other than any arising under or pursuant to any warranties, representations and guarantees referred to in Section 2.1(j);

(l) any rights, claims, counterclaims, demands or causes of action of Seller arising under chapter 5 of the Bankruptcy Code;

(m) any right to receive or expectancy of Seller in any charitable gift, grant, bequest or legacy (including any income or remainder interest in or under any trust or estate), regardless of when received and whether or not designated to be applied or used in respect of the Business;

(n) all rights of Seller under this Agreement, the Seller Documents and the Contemplated Transactions;

(o) all minute books and other corporate records of Seller provided that Purchaser may obtain copies on request;

(p) all donor-restricted funds and assets in which Seller has a beneficial or other direct or indirect interest immediately prior to the Closing Date;

(q) all assets of the Employee Benefit Plans (other than the Assumed Plans); and

(r) all assets listed on Schedule 2.2(r).

2.3 Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement and the Sale Order, at the Closing, Purchaser shall assume, effective as of the Closing, and shall timely pay, perform and discharge in accordance with their respective terms the following Liabilities of Seller relating to or arising out of the ownership and operation of the Business or the Purchased Assets, in each case

existing as of the Closing, other than any that are Excluded Liabilities (collectively, the "Assumed Liabilities"):

(a) subject to Section 2.5, all Liabilities under the Purchased Contracts, Purchased Personal Property Leases, Purchased Real Property Leases, Purchased Permits and Purchased Intellectual Property Licenses;

(b) all obligations and Liabilities as of the Closing Date in respect of (i) accrued payroll and (ii) paid time off (including, but not limited to, vacation, sick leave, personal days) of the Transferred Employees;

(c) all accrued expenses payable to Healthplans Inc. for health insurance claims related to Transferred Employees;

(d) all Transfer Taxes applicable to the transfer of the Purchased Assets pursuant to this Agreement;

(e) all Liabilities with respect to the Business or the Purchased Assets incurred on or after the Closing Date;

(f) all Liabilities existing prior to the Petition Date owed to trade creditors listed on Schedule 2.3(f), including as such Schedule 2.3(f) may be amended by mutual agreement of Purchaser and Seller, provided that Purchaser shall receive a credit to the Cash Purchase Price for the aggregate dollar amount of liabilities listed on Schedule 2.3(f);

(g) all Liabilities under Seller's Medicare provider numbers and related provider agreements;

(h) all Liabilities from or related to any overpayments duplicate payments, refunds, discounts or adjustments due to Medicare, MassHealth or any third party payor program;

(i) all obligations and Liabilities as of the Closing Date with respect to the health care (including medical and dental) and dependent care flexible spending arrangements maintained by Seller (collectively, the "Assumed Plans"); and

(j) all Liabilities relating to amounts otherwise required to be paid by Purchaser hereunder or otherwise related to the ownership, operation, and maintenance of the Business and the Purchased Assets upon and after the Closing.

2.4 Excluded Liabilities. Purchaser will not assume or be liable for any Excluded Liabilities. "Excluded Liabilities" shall mean only the following Liabilities of Seller:

(a) all Liabilities associated with or arising with respect to the Excluded Assets;

(b) except as otherwise provided in Section 2.3(d) and ARTICLE XII, all Liabilities for Taxes of Seller for any Pre-Closing Tax Period;

(c) all Liabilities of Seller existing as of the Petition Date not included in the Assumed Liabilities pursuant to Sections 2.3(a), (b), (c), (e), (f), (g), (h), (i) and (j);

(d) the administrative expenses of the Bankruptcy Case, including Liabilities constituting expenses or accounts payable incurred in the Ordinary Course of Business between the Petition Date and the Closing Date, and Seller's professionals' fees and expenses;

(e) all Liabilities relating to Employees who are not Transferred Employees;

(f) all Liabilities constituting amounts required to be paid by Seller hereunder;

(g) all Liabilities for violations of any Law to the extent arising from acts or omissions prior to the Closing, including, without limitation, those pertaining to Medicare and MassHealth false claims, the Ethics in Patient Referrals Act, or fraud or abuse;

(h) all Liabilities in connection with claims of tort liability, product liability and professional malpractice to the extent arising out of or relating to acts, omissions, events or occurrences prior to the Closing;

(i) all Liabilities associated with Employee Benefit Plans other than the Assumed Plans; and

(j) all Liabilities that are not Assumed Liabilities.

2.5 Cure Amounts. Except as otherwise permitted by the next sentence of this Section 2.5, at the Closing and pursuant to section 365 of the Bankruptcy Code, Seller shall assume and assign to Purchaser, and Purchaser shall assume from Seller, the Purchased Contracts, Purchased Personal Property Leases, Purchased Real Property Leases, Purchased Permits and Purchased Intellectual Property Licenses. The cure amounts, if any, as determined by the Bankruptcy Court, necessary to cure all defaults, if any, and to pay all actual pecuniary losses, if any, that have resulted from any defaults on the part of Seller under the Purchased Contracts, Purchased Personal Property Leases, Purchased Real Property Leases, Purchased Permits and Purchased Intellectual Property Licenses shall be paid by Purchaser (or Purchaser shall have delivered to the Escrow Agent to be held in escrow on terms reasonably acceptable to Seller amounts sufficient to pay any claim therefor that remains disputed as of the Closing such amount as the Bankruptcy Court may determine) at or before the Closing, such that all Purchased Contracts, Purchased Personal Property Leases, Purchased Real Property Leases, Purchased Permits and Purchased Intellectual Property Licenses may be assumed by Seller and assigned to Purchaser in accordance with section 365 of the Bankruptcy Code, and Seller shall have no liability for any such cure amount, except for the adjustments to

the Cash Purchase Price provided for by Section 2.3(f). This Agreement shall not constitute an agreement to assign any Purchased Contracts, Purchased Personal Property Leases, Purchased Real Property Leases, Purchased Permits and Purchased Intellectual Property Licenses if, after giving effect to the provisions of sections 363 and 365 of the Bankruptcy Code, an attempted assignment thereof, without obtaining a consent from any applicable third party, would constitute a breach thereof or in any way negatively affect the rights of Seller or Purchaser, as the assignee, and no breach of this Agreement shall have occurred by virtue of such nonassignment. If, after giving effect to the provisions of sections 363 and 365 of the Bankruptcy Code, such third party consent is required but not obtained, Seller shall, at Purchaser's sole cost and expense, cooperate with Purchaser in any reasonable arrangement proposed by Purchaser, including Purchaser's provision of credit support, designed to provide Purchaser the benefits and obligations of or under any such Purchased Contract, Purchased Personal Property Lease, Purchased Real Property Lease, Purchased Permit and Purchased Intellectual Property License; provided, however, that nothing in this Section 2.5 shall (i) require Seller to make any expenditure or incur any obligation on its own or on Purchaser's behalf or (ii) prohibit Seller from ceasing operations or winding up its affairs following the Closing. Any assignment to Purchaser of Purchased Contracts, Purchased Personal Property Leases, Purchased Real Property Leases, Purchased Permits and Purchased Intellectual Property Licenses that shall, after giving effect to sections 363 and 365 of the Bankruptcy Code, require the consent of any third party for such assignment as aforesaid shall be made subject to such consent being obtained. If Purchaser determines that such consent cannot be obtained on terms reasonably satisfactory to Purchaser within thirty (30) days after the Closing, Purchaser may on notice to Seller reclassify such item as an Excluded Asset.

2.6 Further Conveyances and Assumptions.

(a) From time to time following the Closing, Seller and Purchaser shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and such other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to assure fully to Purchaser and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Purchaser under this Agreement and the Seller Documents and to assure fully to Seller and its Affiliates and their successors and assigns, the assumption of the liabilities and obligations intended to be assumed by Purchaser under this Agreement and the Seller Documents, and to otherwise make effective the Contemplated Transactions; provided, however, that nothing set forth in this Section 2.6(a) shall prevent or prohibit Seller from ceasing operations or winding up its affairs after the Closing.

(b) In the event that Purchaser or its Affiliates receives any Excluded Assets (or any payments or proceeds related thereto) following the Closing, Purchaser shall promptly deliver such Excluded Assets (or any payments or proceeds related thereto) to Seller.

2.7 Bulk Sales Laws. Purchaser hereby waives compliance by Seller with the requirements and provisions of any "bulk-transfer" Laws of any jurisdiction that may

otherwise be applicable with respect to the sale and transfer of any or all of the Purchased Assets to Purchaser.

2.8 Transfer of Certain Protected Health Information. With respect to any Business Associate of Seller who holds Protected Health Information (“PHI”) concerning Seller’s patients, if such information is part of a Seller’s Designated Record Set, then Seller shall use commercially reasonable efforts to cause each such Business Associate to (i) consent to the assignment of its Business Associate Agreement to Purchaser or a designated Affiliate of Purchaser, so that such Person shall become a Business Associate of Purchaser or such Affiliate; or (ii) cause such Business Associate to enter into a new Business Associate Agreement with Purchaser or a designated Affiliate of Purchaser; or (iii) cause such Business Associate to return all PHI with respect to Seller’s patients to Seller, so that Seller may transfer such information to Purchaser incident to the Closing; or (iv) cause such Business Associate to transfer all such PHI directly to Purchaser or a designated Affiliate of Purchaser incident to the Closing. Unless otherwise defined in this Agreement, all capitalized terms in this Section 2.8 shall have the meanings given them by HIPAA.

2.9 Title. At the Closing, Seller shall (i) convey good and marketable fee simple title to the Owned Property by the Deed, subject, however, only to the Permitted Exceptions, and (ii) assign its leasehold interest to the Purchased Real Property Leases by an assignment agreement, free and clear of any and all liens, encumbrances and other matters affecting title, subject, however, only to the Permitted Exceptions.

ARTICLE III

CONSIDERATION

3.1 Consideration. The aggregate consideration for the sale of the Business (including the Purchased Assets) by Seller to Purchaser (the “Purchase Price”) shall be:

(a) an amount in cash equal to one of the following (whichever such amount is applicable as provided below is referred to as the “Cash Purchase Price”):

(i) Thirty-Eight Million Dollars (\$38,000,000) if the Effective Time is on or before October 1, 2011;

(ii) Thirty Seven Million Dollars (\$37,000,000) if the Effective Time is on or before November 1, 2011; or

(iii) Thirty Five Million Dollars (\$35,000,000) if the Effective Time is subsequent to November 1, 2011; and

(b) the assumption of the Assumed Liabilities; and

(c) Purchaser’s Post-Closing Commitments described in Section 8.20.

3.2 Purchase Price Deposit. Upon the execution of this Agreement, Purchaser shall immediately deposit with First American Title Insurance Company, in its capacity as escrow agent ("Escrow Agent"), the amount of Three Million Five Hundred Thousand Dollars (\$3,500,000) (the "Deposit"), by wire transfer of immediately available funds, such Deposit to be held, except as provided below, by Escrow Agent until the earlier of (a) the Closing Date and (b) the termination of this Agreement, and then delivered to either Purchaser or Seller in accordance with the terms of this Agreement. Notwithstanding the preceding sentence, the Escrow Agent shall retain from the Deposit the amount of Five Hundred Thousand Dollars (\$500,000) (the "Retained Deposit") for the period commencing on the Closing Date and ending on the six (6) month anniversary of the Closing Date (said anniversary, the "Escrow Expiration Date"). The Retained Deposit shall be the sole source for payment(s) of any indemnification obligations of Seller pursuant to ARTICLE XI, as provided more fully in Sections 11.3 and 11.4. If the Closing shall occur, the Deposit and all accrued investment income thereon, other than the Retained Deposit, shall be applied towards the Cash Purchase Price payable by Purchaser to Seller under Section 3.3. If this Agreement is terminated, then the Deposit and all accrued investment income thereon shall be disbursed as provided by Section 4.6(b). Any portion of the Retained Deposit not applied to claims made against the Indemnifying Party pursuant to Section 11.2(a) as of the Escrow Expiration Date shall then be applied towards the Cash Purchase Price payable by Purchaser to Seller under Section 3.3 and promptly paid to Seller.

3.3 Payment of Cash Purchase Price. On the Closing Date, Purchaser shall (i) pay the Cash Purchase Price (less the amount of the Closing Date Extension Fee if previously paid and the credit specified in Section 2.3(f)) to Seller, which shall be paid by wire transfer of immediately available funds into an account or accounts designated by Seller, and (ii) deposit in escrow such amount (if any) as is required by Section 2.5.

3.4 Escrow Agent. Escrow Agent by executing this Agreement acknowledges receipt of the Deposit and agrees to maintain such sum in an interest-bearing, escrow account at First American Trust FSB located at 5 First American Way, Santa Ana, CA 02707, for the benefit of the party entitled thereto. Interest, if any, shall accrue and be paid on the Deposit at the times and in the amounts determined by the Escrow Agent under the terms of said account, and Escrow Agent shall be obligated to account for interest only to the extent so paid. Escrow Agent shall not be required to pay interest to the party entitled thereto until receipt of a fully executed Form W-9 from such party. The parties acknowledge that Escrow Agent is not obligated to invest the Deposit to obtain the highest possible or any particular level of return. The Deposit and all accrued investment income thereon shall be paid to the party entitled thereto at the time and as provided by this Agreement. In the event of any dispute arising between Purchaser and Seller relating to performance under this Agreement, the Deposit shall remain in escrow and shall not be drawn upon by Seller or by anyone claiming by or through Seller until the earlier to occur of (i) the disposition of the Deposit pursuant to a written agreement between Purchaser and Seller, their successors in interest, attorneys-in-fact or legal representative with power to act on their behalf as to the disposition of the Deposit, or (ii) the disposition of the Deposit following adjudication of the dispute by the Bankruptcy Court. Purchaser and Seller acknowledge and agree that Escrow Agent is acting solely as

a stakeholder at their request and for their convenience; that Escrow Agent shall not be deemed to be the agent of either Seller or Purchaser for purposes of holding the Deposit; and that Escrow Agent shall not be liable to either Seller or Purchaser for any act or omission on Escrow Agent's part undertaken unless taken or suffered in bad faith, in willful disregard of this Agreement or involving gross negligence. Seller and Purchaser jointly and severally agree to indemnify and hold Escrow Agent harmless from and against all liabilities, obligations, losses, damages, suits, costs, expenses or disbursements of any kind or nature arising out of Escrow Agent's performance of its duties arising under this Section, including reasonable attorneys' fees, except to the extent that any of the foregoing shall arise out of any act or omission taken or suffered by Escrow Agent in bad faith, in willful disregard of this Agreement or involving gross negligence on the part of Escrow Agent. Notwithstanding any provision of this Agreement, the Escrow Agent shall be entitled to interplead the Deposit and interest earned thereon, if any, into the Bankruptcy Court, and disburse the same pursuant to, and in reliance upon, an order issued by the Bankruptcy Court, without liability of any kind whatsoever to Seller or Purchaser. The provisions of this Section 3.4 governing Escrow Agent's rights, duties and obligations shall apply with equal effect to any cure amounts deposited into escrow with Escrow Agent pursuant to Section 2.5.

3.5 Steward Assurance. Steward agrees to act as guarantor to assure the Purchaser makes proper and timely payment of the Cash Purchase Price in accordance with the provisions of this Agreement.

ARTICLE IV

CLOSING AND TERMINATION

4.1 Closing Date. Subject to the satisfaction of the conditions set forth in Sections 10.1, 10.2 and 10.3 (or the waiver thereof by the party entitled to waive that condition), the closing of the Contemplated Transactions (the "Closing") shall take place at the offices of Edwards Angell Palmer & Dodge LLP, located at 111 Huntington Avenue, Boston, Massachusetts 02199 (or at such other place as the parties may designate in writing) at 10:00 a.m. (Eastern time) on the last Business Day of the month during which all of the conditions set forth in ARTICLE X have been satisfied or waived (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions) (the "Satisfaction/Waiver Date"), unless another time or date, or both, are agreed to in writing by the parties hereto; provided that if the Satisfaction/Waiver Date occurs less than seven (7) days before the end of the month during which the Closing would otherwise occur, the Closing shall occur on the last Business Day of the following month. The date on which the Closing shall be held is referred to in this Agreement as the "Closing Date." Unless otherwise agreed by the parties in writing, regardless of the time at which the Closing is completed, the Closing shall be deemed effective and all right, title and interest of Seller to be acquired by Purchaser hereunder, and all risk of loss with respect to the Business assumed by Purchaser hereunder, shall be considered to have passed to Purchaser as of 12:01 a.m. (Eastern time) on the first day of the first calendar month following the Closing Date (the "Effective Time").

4.2 Deliveries by Seller. At the Closing, Seller shall deliver to Purchaser:

- (a) a duly executed bill of sale in the form of Exhibit A;
- (b) a duly executed assignment and assumption agreement in the form of Exhibit B;
- (c) the officer's certificate required to be delivered pursuant to Sections 10.1(a), 10.1(b) and 10.1(c);
- (d) an officer's certificate certifying (i) Seller's articles of incorporation, (ii) Seller's bylaws, as applicable, (iii) Seller's good standing and, if applicable, qualification to do business in Massachusetts, (iv) the incumbency and signature of the authorized individuals executing the Seller Documents, and (v) resolutions that the boards of trustees of Seller have authorized the execution, delivery and performance by Seller of the Seller Documents and have ratified the Contemplated Transactions;
- (e) the Purchased Assets, including all records, documents and instruments of conveyance and transfer related thereto, in form and substance reasonably acceptable to Purchaser as may be necessary to convey the Purchased Assets to Purchaser, including certificates of title for the Purchased Vehicles;
- (f) a quitclaim deed or deeds (the "Deed") conveying good and clear record and marketable fee simple title to the Owned Property, subject only to the Permitted Exceptions, which Deed shall be in the form attached hereto as Exhibit C, duly executed and acknowledged;
- (g) such certificates, agreements, releases, discharges and affidavits as the Title Company reasonably requires in order to issue an owner's title policy and leasehold title policy (as the case may be) without exceptions for mechanic's and materialmen's liens, broker's liens and rights of parties in possession;
- (h) evidence, reasonably satisfactory to Purchaser and the Title Company, of authority of any person or persons executing instruments for or on behalf of Seller;
- (i) a certificate of non-foreign status from each Seller satisfying the requirements of Treasury Regulations Section 1.1445-2(b) in a form reasonably acceptable to Purchaser;
- (j) a certified copy of the Sale Order, together with a certificate of Seller that no stay of the Sale Order has entered;
- (k) a copy of Seller's CMS Form 855A evidencing a change of ownership transaction ("CHOW") as of the Effective Time; and

(l) DEA powers of attorney for use by Purchaser pending Purchaser's receipt of DEA approval.

4.3 Deliveries by Purchaser. At the Closing, Purchaser shall deliver to Seller:

(a) the Cash Purchase Price, in immediately available funds, as set forth in Section 3.3;

(b) a duly executed assignment and assumption agreement in the form attached hereto as Exhibit B;

(c) evidence reasonably acceptable to Seller of Purchaser's deposit in escrow of such amounts (if any) required by Section 2.5;

(d) the officer's certificate required to be delivered pursuant to Sections 10.2(a) and 10.2(b);

(e) an officer's certificate certifying (i) Purchaser's certificate of incorporation, (ii) Purchaser's bylaws, (iii) Purchaser's good standing under the laws of the State of Delaware and qualification to do business in the Commonwealth of Massachusetts, (iv) the incumbency and signature of the authorized individuals executing the Purchaser Documents on behalf of Purchaser, and (v) resolutions that the shareholders and directors of Purchaser have authorized the execution, delivery and performance by Purchaser of this Agreement and the Purchaser Documents and have ratified the Contemplated Transactions;

(f) a copy of Purchaser's CMS Form 855A evidencing a CHOW; and

(g) such other documents, instruments and certificates as Seller may reasonably request.

4.4 Termination of Agreement. In respect of the Contemplated Transactions, this Agreement may be terminated prior to the Closing as set forth in this Section 4.4.

(a) Termination by Purchaser or Seller. Either Purchaser or Seller may terminate this Agreement upon the occurrence of any of the following:

(i) the Closing shall not have occurred by 4:00 p.m. EDT on November 2, 2011 (the "Termination Date"); provided, however, that, if the Closing shall not have occurred due to the failure of the Bankruptcy Court to enter the Sale Order as set forth in Section 10.3(b), and if all other conditions to the respective obligations of the parties to close hereunder that are capable of being fulfilled by the Termination Date shall have been so fulfilled or waived, then no party may terminate this Agreement prior to December 2, 2011; provided, further, that if the Closing shall not have occurred on or before the Termination Date due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Purchaser or Seller, then the breaching party may not terminate this Agreement pursuant to this Section 4.4(a)(i). Notwithstanding

the foregoing, if Purchaser has, in accordance with Section 6.3(a), submitted and pursued with due diligence the Healthcare Applications necessary to obtain the Healthcare Regulatory Consents and Permits necessary for Purchaser to consummate the Contemplated Transactions, and Purchaser is otherwise in compliance with its obligations under this Agreement, then Purchaser shall have the right to delay the Closing by thirty (30) days from the Termination Date if Purchaser delivers the following to Seller by not later than five (5) Business Days prior to the earlier of the Termination Date or the date upon which the parties have agreed the Closing is otherwise scheduled to take place: (i) written notice of Purchaser's exercise of this right, and (ii) One Hundred Thousand Dollars (\$100,000) (the "Closing Date Extension Fee") by wire transfer of immediately available funds. Purchaser shall receive a credit against the Purchase Price as a result of its payment of the Closing Date Extension Fee, but the Closing Date Extension Fee shall otherwise be non-refundable;

(ii) approval by DPH of the Contemplated Transactions is denied or DPH refuses to issue a Determination of Need to Purchaser with respect to the transfer of ownership of the Hospital, or DPH does not deem Purchaser suitable for licensure to operate the Hospital, or Purchaser fails to obtain any approval or Permit required to be obtained by Purchaser for the Contemplated Transactions; provided, however, that Purchaser must have timely applied for and pursued with due diligence the necessary approvals, Determination of Need, or Permit to be entitled to terminate this Agreement pursuant to this Section 4.4(a)(ii);

(iii) there shall otherwise be in effect a final non-appealable Order of a Governmental Body of competent jurisdiction restraining, enjoining, failing to issue a required consent or approval for or otherwise prohibiting the consummation of the Contemplated Transactions;

(iv) the Bankruptcy Court shall have dismissed the Bankruptcy Case without having entered the Sale Order; or

(v) the Bankruptcy Court shall have entered an order approving a Competing Bid.

(b) Termination by Mutual Written Consent. This Agreement may be terminated by mutual written consent of Seller and Purchaser.

(c) Termination by Purchaser. Purchaser may terminate this Agreement upon the occurrence of any of the following:

(i) if any of the conditions to the obligations of Purchaser set forth in Sections 10.1 and 10.3 shall have become incapable of fulfillment other than as a result of a breach by Purchaser of any covenant or agreement contained in this Agreement, and such condition is not waived by Purchaser; or

(ii) if there shall be a material breach by Seller of any representation or warranty, or any covenant or agreement contained in this Agreement that would result in a failure of a condition set forth in Section 10.1 or 10.3 and which breach cannot be cured or has not been cured by the earlier of (x) twenty (20) Business Days after the giving of written notice by Purchaser to Seller of such breach and (y) the Termination Date;

Purchaser may also terminate this Agreement as provided in Section 8.11.

(d) Termination by Seller. Seller may terminate this Agreement upon the occurrence of any of the following:

(i) in the event Purchaser fails to submit to DPH its Determination of Need application for approval of the Contemplated Transactions by July 20, 2011, and to submit to any other Governmental Body any applications required thereby for any approval thereof required for the Contemplated Transactions in due course and in sufficient time to assure Purchaser's ability to operate the Hospital at the Effective Time;

(ii) if any condition to the obligations of Seller set forth in Section 10.2 shall have become incapable of fulfillment other than as a result of a breach by Seller of any covenant or agreement contained in this Agreement, and such condition is not waived by Seller;

(iii) if any condition to the obligations of Seller set forth in Section 10.3 shall have become incapable of fulfillment other than as a result of a breach by Seller of any covenant or agreement contained in this Agreement, and such condition is not waived by Seller; or

(iv) if there shall be a material breach by Purchaser of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 10.2 or 10.3 and which breach cannot be cured or has not been cured by the earlier of (x) twenty (20) Business Days after the giving of written notice by Seller to Purchaser of such breach and (y) the Termination Date.

4.5 Procedure For Termination. In the event of termination of this Agreement by Purchaser or Seller, or both, pursuant to Section 4.4, written notice thereof shall forthwith be given to the other party or parties, and upon the giving of such notice (or at such time as specified in the particular termination right set forth in Section 4.4) the Contemplated Transactions shall be abandoned and this Agreement shall terminate to the extent and with the effect provided by Section 4.6, without further action by Purchaser or Seller.

4.6 Effect of Termination.

(a) Release of Future Obligations. In the event that this Agreement is validly terminated as provided herein, then each of the parties shall be relieved of its

duties and obligations arising under this Agreement after the date of such termination; provided, however, that the obligations of the parties set forth in the Confidentiality Agreement and Sections 4.6(b), 4.6(c) and 7.1 and, to the extent necessary to effectuate the foregoing enumerated provisions, ARTICLE XI and ARTICLE XIII of this Agreement, shall survive any such termination and shall be enforceable in accordance with their terms; provided, further, that if this Agreement is terminated pursuant to Section 4.4(a)(v), and Purchaser has not materially breached any representations, warranties, covenants or agreements contained in this Agreement, then Purchaser will be entitled to payment of the Break-Up Fee to the extent and at the time provided by this Agreement and the Bidding Procedures Order. In addition, if this Agreement is terminated as provided herein, each party shall upon request redeliver or destroy as soon as practicable any or all documents, work papers and other material of any other party relating to its business or affairs or the Contemplated Transactions, whether obtained before or after the execution hereof, to the party furnishing the same, other than any material which is of public record.

(b) Disposition of Deposit. If this Agreement is terminated by Purchaser as permitted under Sections 4.4 or 8.11, and Purchaser has not materially breached any representations, warranties, covenants, agreements or obligations contained in this Agreement (including without limitation Purchaser's agreements and obligations set forth in Sections 4.4(a)(ii) (but only Purchaser's obligation to timely apply for and pursue with due diligence the necessary approvals, Determination of Need or Permits contemplated by said Section 4.4(a)(ii), 4.4(d)(i) and 8.7), then the Deposit and all accrued investment income thereon shall be returned to Purchaser. If this Agreement is terminated by Seller as permitted under Section 4.4 other than pursuant to Sections 4.4(d)(i), 4.4(d)(ii) or 4.4(d)(iv), then the Deposit and all accrued investment income thereon shall be returned to Purchaser. If this Agreement is terminated by Seller pursuant to Sections 4.4(d)(i), 4.4(d)(ii) or 4.4(d)(iv), then (i) Seller shall receive 50% of the Deposit and 50% of the accrued investment income earned in respect of the Deposit as its sole and exclusive remedy hereunder, as liquidated damages, and Seller shall have no other recourse (including, without limitation, no right to specific performance notwithstanding Section 11.10) against Purchaser or any of its Affiliates under or on account of this Agreement, and (ii) the remaining 50% of the Deposit and 50% of the accrued investment income earned in respect of the Deposit shall be returned to Purchaser. If, notwithstanding Seller's right to terminate this Agreement, Seller elects to seek and thereafter obtains specific performance of Purchaser's obligation to consummate the Contemplated Transactions, and the Closing occurs in accordance with this Agreement, the Deposit shall be applied to the Cash Purchase Price payable by Purchaser at the Closing. If the Agreement is terminated by mutual agreement pursuant to Section 4.4(b), then the Deposit and all accrued investment income thereon shall be disbursed as Purchaser and Seller mutually direct Escrow Agent in writing.

(c) Survival of Confidentiality Agreement; Non-Solicitation. The Confidentiality Agreement shall survive any termination of this Agreement and nothing in this Section 4.6 shall relieve Purchaser or Seller of their obligations under the Confidentiality Agreement. If this Agreement is terminated in accordance with Section 4.4, Purchaser agrees that it shall not, directly or indirectly, solicit any senior

management employee of Seller, which positions are identified on Schedule 4.6, to join the employ of Purchaser or any of its Affiliates for a period of two (2) years from the date of this Agreement.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser that, except as set forth in the disclosure schedule delivered by Seller to Purchaser (the "Seller Disclosure Schedule"), the statements contained in this ARTICLE V are complete and accurate as of the date hereof and as of the Closing Date. The representations and warranties set forth in this ARTICLE V shall be additive to, and not mutually exclusive or in derogation of, one another.

5.1 Organization and Good Standing. Seller is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted. Each jurisdiction in which Seller is qualified or otherwise authorized to transact business is listed in Section 5.1 of the Seller Disclosure Schedule. Seller has previously delivered to Purchaser complete and accurate copies of its articles of organization and bylaws, or other organizational documents, as presently in effect (collectively, its "Organizational Documents"), and, to the Knowledge of Seller, Seller has at all times operated in material compliance with, and is not in default under, or in violation of, any provision of its Organizational Documents.

5.2 Authorization of Agreement. Except for such authorization as is required by the Bankruptcy Court (as hereinafter provided for) pursuant to the Sale Order or otherwise and subject to the satisfaction of the conditions referred to in clauses (ii) through (iv) of Section 5.3(b), Seller has all requisite power, authority and legal capacity to execute and deliver, and has taken all corporate action necessary for it to validly execute and deliver, each agreement, document, or instrument or certificate contemplated by this Agreement to be executed by Seller in connection with the consummation of the Contemplated Transactions (the "Seller Documents") and to perform its obligations hereunder and thereunder and to consummate the Contemplated Transactions. This Agreement and each of the Seller Documents contemplated to be executed and delivered in connection with Seller entering into this Agreement has been, and each other Seller Document will be at or prior to the Closing, duly and validly executed and delivered by Seller and (assuming the due authorization, execution and delivery by the other parties hereto and thereto, and the entry of the Sale Order, and, with respect to Seller's obligations under Section 7.1, the entry of the Bidding Procedures Order) this Agreement constitutes, and each of the Seller Documents when so executed and delivered will constitute, legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms and the terms of the Sale Order and Bidding Procedures Order.

5.3 Contravention; Consents of Third Parties; Contractual Consents.

(a) To the Knowledge of Seller, neither the execution, delivery and performance by Seller of this Agreement and the Seller Documents, nor the consummation by Seller of the transactions contemplated hereby and thereby will (i) violate or constitute a breach of any provision of Seller's Organizational Documents, (ii) result in a breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of obligations under, create in any party the right to terminate, modify or cancel, or require any notice, consent or waiver under, any Contract, including without limitation any Purchased Contract, (iii) result in the imposition of any Liens (other than Permitted Exceptions) upon any assets or properties of Seller, including without limitation the Purchased Assets or (iv) violate any Order, Permit or Law applicable to the Business, Seller or any of their respective properties or assets, including the Purchased Assets.

(b) Except as described in Section 5.3 of the Seller Disclosure Schedule, Seller is not required to obtain any consent, waiver, approval, Order, Permit or authorization of, or to make any declaration or filing with, or to give any notification to, any Person (including any Governmental Body) in connection with the execution and delivery of this Agreement or the Seller Documents by Seller, the compliance by Seller with any of the provisions hereof or thereof, the consummation of the Contemplated Transactions or the taking by Seller of any other action contemplated hereby or thereby, except for (i) compliance with the applicable requirements, if any, of the HSR Act, (ii) the entry of the Sale Order, (iii) the entry of the Bidding Procedures Order with respect to Seller's obligations under Section 7.1 and (iv) the Healthcare Regulatory Consents required by Chapter 180 of the Massachusetts General Laws ("Chapter 180").

5.4 Financial Statements.

(a) Section 5.4 of the Seller Disclosure Schedule includes complete and accurate copies of (i) the audited balance sheet of Seller (the "Seller Balance Sheet") at September 30, 2010 and the related statements of operations and statements of cash flows for the fiscal year then ended (the date of such balance sheet is the "Seller Balance Sheet Date"), and (ii) the unaudited balance sheet of Seller (the "Seller Interim Balance Sheet") at March 31, 2011 (the date of such balance sheet is the "Seller Interim Balance Sheet Date"), and the related statements of operations and statements of cash flows for the six-month period then ended, and (iii) a reasonably detailed statement of all debts and liabilities, including any accruals or accounts payable known to Seller as of May 31, 2011. The financial statements of Seller in clauses (i) and (ii) are sometimes herein called the "Seller Financial Statements." Except as disclosed in Section 5.4 of the Seller Disclosure Schedule, the Seller Financial Statements have been prepared in accordance with GAAP in all material respects, applied on a consistent basis throughout the periods indicated, and Seller has not changed any accounting policy or methodology in determining the obsolescence of inventory throughout all periods presented. Except as set forth in Section 5.4 of the Seller Disclosure Schedule, the Seller Financial Statements present fairly, in all material respects, Seller's financial condition and the results of operations for the periods covered. The books and records of Seller have been provided

to Purchaser and accurately reflect the assets, liabilities, business, financial condition and results of operations of Seller, are complete and correct, and have been maintained in accordance with good business and bookkeeping practices.

(b) Except as set forth in Section 5.4 of the Seller Disclosure Schedule, or as set forth in a writing delivered by Seller to Purchaser that specifically makes reference to this Section 5.4, and except for liabilities incurred after the periods covered by the Seller Financial Statements in the Ordinary Course of Business, as of the date hereof there are no material liabilities of any nature relating to the Purchased Assets or the Assumed Liabilities that are required in accordance with GAAP to be disclosed on any of Seller's financial statements.

5.5 Title to Purchased Assets.

(a) Section 5.5(a) of the Seller Disclosure Schedule contains a complete and correct list of all personal properties, assets and rights, owned or used in the operation of the Business.

(b) Except as set forth in Section 5.5(b) of the Seller Disclosure Schedule, and other than the real property subject to the Real Property Leases, intellectual property licensed to Seller and the personal property subject to the Personal Property Leases, Seller owns each of the Purchased Assets and Seller shall convey (i) the Owned Property and the Purchased Real Property Leases to Purchaser as provided in Section 2.9 and (ii) title to all other Purchased Assets to Purchaser by bill of sale, in each case free and clear of all Liens, claims, encumbrances and other interests (to the fullest extent permitted under applicable law), other than Permitted Exceptions, to the extent provided by the Sale Order. The Purchased Assets represent all of the assets used by Seller in the operation of the Business, other than the Excluded Assets.

5.6 Taxes.

(a) Each of Quincy Medical Center, Inc. and QMC ED Physicians, Inc. is and has been since the date of its formation an entity exempt from federal income tax as an organization described in Section 501(c)(3) of the Code and exempt from Commonwealth of Massachusetts business income tax under the comparable provisions of the General Laws of the Commonwealth of Massachusetts, and has not in the past, and does not now, carry on its activities in such a manner that has required (or would require) the filing of any Tax Return and the payment of any Taxes under Section 511 of the Code and the comparable provision of Massachusetts law (or any similar provision of state, local or non-U.S. Tax law).

(b) Except as set forth in Section 5.6 of the Seller Disclosure Schedule, there are no Liens for Taxes upon the Purchased Assets, there is no basis for such Liens and Quincy Physician Corporation has, as of the date hereof, paid all Taxes owed by it and filed all Tax Returns required to be filed by it.

5.7 Real Property.

(a) Owned and Leased Real Property. Section 5.7(a) of the Seller Disclosure Schedule sets forth a list of (i) all real property and interests in real property owned in fee by Seller and used in any degree in the Business (the "Owned Properties"), (ii) all real property and interests in real property leased or licensed by Seller and used in the Business by Seller as lessee or licensee (the "Real Property Tenant Leases") and (iii) all real property and interests in real property leased or licensed by Seller and used in the Business by Seller as lessor or licensor (the "Real Property Landlord Leases," and together with the Real Property Tenant Leases, the "Real Property Leases"). To the Knowledge of Seller, each Real Property Lease with a physician or other referral source is in material compliance with applicable Law.

(b) Property Agreements. The agreements identified in Section 5.7(b) of the Seller Disclosure Schedule (the "Property Agreements") are all of the contracts or agreements, such as maintenance, service, or utility contracts relating to or affecting Seller's operation of the Owned Properties and the Real Property Leases. To the Knowledge of Seller, there are no unrecorded outstanding options, rights of first offer or rights of first refusal with respect to the Owned Properties and the Real Property Leases. To the Knowledge of Seller, each Property Agreement is in full force and effect according to its terms, and no breach or default, or, to the Knowledge of Seller, alleged breach or default or event which would (with the passage of time, notice or both) constitute a breach or default by Seller thereunder, or to the Knowledge of Seller, any other party or obligor with respect thereto, has occurred and is continuing.

(c) Real Property Leases. The rent roll (the "Rent Roll") and the list of security deposits under any Real Property Lease provided in Section 5.7(c) of the Seller Disclosure Schedule is complete and accurate in all material respects. To the Knowledge of Seller, each Real Property Lease is in full force and effect according to its terms, and no breach or default, or, to the Knowledge of Seller, alleged breach or default or event which would (with the passage of time, notice or both) constitute a breach or default by Seller thereunder, or to the Knowledge of Seller, any other party or obligor with respect thereto, has occurred and is continuing. To the Knowledge of Seller, except for those tenants in possession of Real Property Landlord Leases described in Section 5.7(c) of the Seller Disclosure Schedule, no Person other than Seller possesses or claims possession of, adverse or not, any Owned Property or Real Property Landlord Lease, whether as lessee, tenant at sufferance, trespasser or otherwise.

(d) Eminent Domain. Seller has not received written notice of condemnation, eminent domain or similar proceeding relating to the Owned Properties or Real Property Leases or any part thereof.

5.8 Litigation. Section 5.8 of the Seller Disclosure Schedule contains a complete and accurate list and summary description of all Legal Proceedings and material audits, material compliance reports and material information requests pending and, to the Knowledge of Seller, threatened against or affecting Seller, the Business or the Purchased Assets. Other than as set forth in Section 5.8 of the Seller Disclosure Schedule, Seller is

not subject to any outstanding judgment, order or decree with respect to the Purchased Assets. There is no Legal Proceeding pending or, to the Knowledge of Seller, threatened against or affecting Seller, the Business or the Purchased Assets that has or would reasonably be expected to have a Material Adverse Effect, or a material adverse effect on Seller's ability to perform this Agreement or any aspect of the Contemplated Transactions.

5.9 Tangible Leased Personal Property. Section 5.9 of the Seller Disclosure Schedule sets forth a list of all leases of personal property, including, without limitation, Furniture and Equipment ("Personal Property Leases"), relating to personal property used by Seller in the Business.

5.10 Intellectual Property.

(a) To the Knowledge of Seller, the conduct of the Business as presently conducted and as previously conducted prior to the Closing does not infringe, violate, or misappropriate, and has not infringed, violated, or misappropriated, any Intellectual Property Rights of any Person. There are no suits, actions or proceedings pending or, to the Knowledge of Seller, threatened with respect to the Hospital, or the conduct of the Business, infringing, violating or misappropriating the Intellectual Property Rights of any Person, nor, to the Knowledge of Seller, has any Person made any claims of such infringement, violation, or misappropriation. All Purchased Intellectual Property is owned by the Seller free and clear of all Liens (except for Permitted Exceptions). Except in agreements listed in Section 5.10(a) or Section 5.11 of the Seller Disclosure Schedule, no licenses or other rights to such Purchased Intellectual Property have been granted to any other Person.

(b) The Seller, its Affiliates and the Hospital are not in breach of any Purchased Intellectual Property License; nor, to the knowledge of the Seller, is any other party thereto in breach of a Purchased Intellectual Property License. Each such Purchased Intellectual Property License is in full force and effect. The execution, delivery and performance of this Agreement will not give rise to a termination of, or have a material adverse effect on, the right of Purchaser or the Hospital to use and enjoy the Software or any other Purchased Intellectual Property License under the terms of the applicable Purchased Intellectual Property License agreements nor give rise to any termination right by licensor or right to increase fees or charge additional fees due to the consummation of the Contemplated Transactions.

(c) The Purchased Intellectual Property and the Purchased Intellectual Property Licenses comprise all Intellectual Property Rights owned or licensed by Seller that are necessary for the conduct of the Business as presently conducted. To the Knowledge of Seller, no third party is infringing, violating, or misappropriating any of the Purchased Intellectual Property Rights.

5.11 Contracts. Section 5.11(a) of the Seller Disclosure Schedule sets forth a list of all Contracts to which Seller is a party or by which it is bound and that are related to the Business or by which the Purchased Assets or the Business may be bound or

affected in any material way. Each such Contract is in full force and effect and, to the Knowledge of Seller, complies in all material respects with applicable Laws. Seller has delivered to Purchaser or its representative true and complete copies of all such written Contracts and accurate summaries of all such oral Contracts (and all written amendments or other modifications thereto and accurate summaries of all oral amendments or modifications thereto). Except as set out in Section 5.11(b) of the Seller Disclosure Schedule or as may be disclosed in the Sale Motion (including any amendment, supplement or objection thereto), to the Knowledge of Seller (i) all of such Contracts are valid, in full force and effect and binding against Seller and the other parties thereto in accordance with their respective terms; (ii) Seller has paid in full all amounts now due from it under all such Contracts and has satisfied in full or provided for all of its Liabilities thereunder that are presently required to be satisfied or provided for; (iii) neither Seller nor any other party thereto is in default of any of its obligations under any such Contract; and (iv) there does not exist any condition that with notice or lapse of time or both would constitute a default thereunder.

5.12 Insurance. Section 5.12 of the Seller Disclosure Schedule sets forth a true and complete list of all policies or binders of fire, theft, casualty, comprehensive general liability, workers compensation and employers liability, directors' and officers' liability, business interruption, environmental, products and professional liability and automobile insurance relating to the Business, together with the coverage amounts thereunder. Such policies and binders are in full force and effect and with reputable insurers, are adequate for the Business and are in conformity with the requirements of all leases or agreements to which Seller is a party and are valid and enforceable in accordance with their terms. To the Knowledge of Seller, Seller is not in default with respect to any provision contained in such policy or binder nor has Seller failed to give any notice or present any claim under any such policy or binder in due and timely fashion. Except as set forth in Section 5.12 of the Seller Disclosure Schedule, there are no outstanding unpaid claims under any such policy or binder. Seller has not received any (i) written notice of cancellation or non-renewal of any such policy or binder or (ii) proposal for renewal, the terms of which are materially worse from the perspective of Seller than the preexisting terms. To the Knowledge of Seller, there has been no threatened termination or non-renewal of, or material premium increase with respect to, any such policy. None of such policies shall be suspended, terminated, impaired, adversely modified or become terminable, in whole or in part, as a result of any of the Contemplated Transactions.

5.13 Employee Benefits.

(a) Section 5.13(a) of the Seller Disclosure Schedule sets forth a true and complete list of each "employee benefit plan" as defined in Section 3(3) of ERISA (including each "employee pension benefit plan" as defined in Section 3(2) of ERISA and each "employee welfare benefit plan" as defined in Section 3(1) of ERISA) (the "Employee Benefit Plans"). With respect to each Employee Benefit Plan, true, correct and complete copies of the following documents (if applicable) have been delivered or made available to Purchaser: (i) the most recent plan document constituting the Employee Benefit Plan and all amendments thereto, and any related trust documents, (ii) the most recent summary plan description and all related summaries of material

modifications, (iii) the Form 5500 and attached schedules filed with the IRS for the past three (3) fiscal years, (iv) the financial statements and actuarial valuations for the past three (3) fiscal years, (v) the most recent IRS determination letter, and (vi) a description of any non-written Employee Benefit Plan.

(b) Each Employee Benefit Plan has been established and administered in material compliance with its terms and the applicable provisions of ERISA, the Code and other applicable Laws and Seller has performed and complied in all material respects with all of its obligations under or with respect to each Employee Benefit Plan.

(c) None of the Employee Benefit Plans is subject to Title IV of ERISA or the minimum funding requirements of Section 412 of the Code or Section 302 of ERISA, and neither Seller nor any ERISA Affiliates has ever had any obligations to or liability for (contingent or otherwise) with respect to any such Employee Benefit Plan. None of the Employee Benefit Plans is a "multiemployer plan" within the meaning of Section 3(37) or 4001(a)(3) of ERISA and Seller has not maintained, been required to contribute to, or been required to pay any amount with respect to a "multiemployer plan" at any time in the past six (6) years.

(d) Except for health care continuation requirements under Section 4980B of the Code and Part 6 of Subtitle I of ERISA ("COBRA") or applicable state law, Seller does not have any obligations for retiree health or retiree life benefits (whether or not insured) to any current or former employee or director after his or her termination of employment or service with such Seller. All group health plans of Seller and any ERISA Affiliate have been operated in compliance in all material respects with the applicable requirements of COBRA.

(e) All contributions and payments (including all employer contributions and employee salary reduction contributions) that are due with respect to any Employee Benefit Plan have been made within the time periods prescribed by ERISA and the Code to the respective Employee Benefit Plan. There is no pending or, to the Knowledge of Seller, threatened litigation, liability, claim, action, audit, examination, investigation or administrative proceeding relating to the Employee Benefit Plans, other than routine claims for benefits. To the Knowledge of Seller, neither Seller, any ERISA Affiliate, any of its directors, officers or employees, nor any other "disqualified person" or "party in interest" (as defined in Section 4975(e)(2) of the Code and Section 3(14) of ERISA, respectively) has engaged in a transaction, act or omission to act, with respect to any Employee Benefit Plan that, assuming the taxable period of such transaction expired as of the date hereof, could subject the Company to a tax, damages or penalty imposed by Section 4975 of the Code or Section 409 or 502(l) of ERISA or any other civil penalty, tax, fine, lien, or other liability assessed pursuant to ERISA or the Code that would have a Material Adverse Effect.

(f) Each Employee Benefit Plan that is a "nonqualified deferred compensation plan" (as defined in Section 409A(d)(1) of the Code) that is subject to Section 409A of the Code has been operated in material compliance with Section 409A

of the Code. The Seller has no obligations to any employee or other service provider to make any reimbursement or other payment with respect to any tax imposed under Section 409A of the Code.

5.14 Employee Relations; Medical Staff; Labor.

(a) Prior to the date hereof, Seller has delivered to Purchaser a list of all its Employees and consultants as of June 1, 2011, indicating their position, current annual rate of compensation or current hourly wage rate or other basis of compensation, date of hire by Seller, job title or other short summary of responsibilities, whether the Employee or consultant is part-time, full-time, or on an approved leave of absence and the type of leave, and whether the Employee or consultant is a party to any individual agreements between the individual and the Seller.

(b) Prior to the date hereof, Seller has delivered to Purchaser a complete listing of all physicians and other clinicians with medical staff privileges at the Business and copies of the Business's current medical staff bylaws and regulations. Except as set forth in Section 5.14(b) of the Seller Disclosure Schedule, no member of the Business' medical staff is subject to any sanction, monitoring program, internal investigation, or peer review proceeding, and each member of the medical staff of the Business has been appropriately credentialed as required by Law, to the Knowledge of Seller. No appeals of any medical staff disciplinary action or denial or reduction of privileges regarding services provided through the Business currently is pending, or to the Knowledge of Seller, threatened against Seller or the Business. To the extent any such information is discovered, it will be disclosed to Purchaser subject to the Confidentiality Agreement.

(c) Except as set forth in Section 5.14(c) of the Seller Disclosure Schedule, no Employee has given as of the date hereof notice of an intention to leave Seller's employ before or after the Closing, and upon Purchaser's termination of the employment or engagement of any employees or consultants of Seller at or following the Closing, Purchaser shall be liable to any of such persons for severance or retention pay or any other payments otherwise due them as employees of or consultants for Seller (including accrued salary or vacation in accordance with normal policies).

(d) To the Knowledge of Seller, Seller (i) is in compliance with all applicable Laws including, without limitation, Laws with respect to immigration, employment, employment practices, terms and conditions of employment and wages and hours, in each case, with respect to employees, (ii) has withheld all amounts required by law or by agreement to be withheld from the wages, salaries and other payments to employees, (iii) is not delinquent in payments to any of its employees or consultants for wages, salaries, commissions, bonuses or other direct compensation for any services performed by them or amounts required to be reimbursed to any employees or consultants or any Taxes or any penalty for failure to comply with any of the foregoing, (iv) is not liable for any payment to any trust or other fund or to any Governmental Body, with respect to unemployment compensation benefits, social security or other benefits or obligations for employees (other than routine payments to be made in the Ordinary

Course of Business and consistent with past practice), and (v) is not a party to any ongoing or threatened Litigation regarding the classification of any workers.

(e) Except as set forth in Section 5.14(e) of the Seller Disclosure Schedule, no work stoppage or labor strike against Seller is pending or, to the Knowledge of Seller, threatened. To the Knowledge of Seller, Seller is not involved in or threatened with any labor dispute, grievance or litigation relating to labor, safety, or discrimination matters involving any employee, including without limitation charges of unfair labor practices or discrimination complaints filed with the United States Equal Employment Opportunity Commission and/or the Massachusetts Commission Against Discrimination, that, if adversely determined, could reasonably be expected to result in material liability to Seller. No union organizing campaign or activity with respect to non-union employees of Seller is ongoing, pending or, to the knowledge of Seller, threatened.

(f) Except as set forth in Section 5.14(f) of the Seller Disclosure Schedule, (i) Seller is not a party to any labor or collective bargaining agreement and (ii) to the Knowledge of Seller, no labor union or employee association has been certified as exclusive bargaining agent for any group of Employees.

5.15 Compliance with Laws.

(a) Seller is eligible to receive payment under Titles XVIII and XIX of the Social Security Act and is a "provider" under existing provider agreements with the Medicare and MassHealth programs (collectively, the "Healthcare Programs") through, in the case of Medicare, the applicable intermediary. Except as described in Section 5.15(a) of the Seller Disclosure Schedule, the Hospital is duly accredited by the Joint Commission (the "Joint Commission"). Seller has delivered to Purchaser a true and complete copy of Seller's most recent Joint Commission accreditation survey reports pertaining to the Hospital.

(b) Except as set forth in Section 5.15(b) of the Seller Disclosure Schedule, Seller is in material compliance with all Laws applicable to the conduct of the Business and the Purchased Assets. Seller is not in receipt of notice of or subject to any citation, fine or penalty imposed or asserted against Seller for any violation or alleged violation of such Laws. To the Knowledge of Seller, its submissions or reports to any Governmental Body would not reasonably be expected to cause investigation, corrective action or enforcement action. There is no civil, criminal or administrative action, suit, demand, claim, complaint, hearing, investigation, demand letter, notice, warning letter, inspection, recall, safety alert, enforcement proceeding or request for information pending or, to the Knowledge of Seller, threatened relating to the Business or the Purchased Assets.

(c) Seller is not in receipt of any written notice from the United States federal government, the Commonwealth of Massachusetts or the City of Quincy that the Owned Properties are currently in violation of any building, fire, zoning and other laws, rules ordinances and regulations applicable thereto.

5.16 Environmental Matters.

(a) Except as provided in Section 8.11, the representations and warranties made in this Section 5.16 are the exclusive representations and warranties of the Seller relating to environmental matters.

(b) Seller is in material compliance with Environmental Law. Except as set forth in Section 5.16(b) of the Seller Disclosure Schedule, Seller has not (nor to the Knowledge of Seller has any predecessor in interest in connection with the Business, including the City of Quincy) generated, used, handled, transported or stored any Hazardous Materials or shipped any Hazardous Materials for recycling, treatment, storage or disposal at any site or facility except in material compliance with Environmental Law. Section 5.16(b) of the Seller Disclosure Schedule sets forth a true, complete and accurate list of all Hazardous Materials generated, used, handled, transported from or stored at any site owned, used, operated or leased by Seller and all carriers and recipients of Hazardous Materials transported from any such site. Except as set forth in Section 5.16(b) of the Seller Disclosure Schedule, there has been no generation, use, handling, storage or disposal of any Hazardous Materials in violation of Environmental Law at any site owned, used or operated by, or premises leased by, Seller (or to the Knowledge of Seller by any predecessor in interest in connection with the Business) during the prior ten (10) years. Except as set forth in Section 5.16(b) of the Seller Disclosure Schedule, to the Knowledge of Seller there has not been nor is there threatened any Release of any Hazardous Materials into, on, at or from any such site or premises, including, without limitation, into the ambient air, groundwater, surface water, soils or subsurface strata, during such period or, to the Knowledge of Seller, prior thereto in violation of Environmental Law or which created or will create an obligation under Environmental Law to report or respond in any way to such Release. Except as set forth in Section 5.16(b) of the Seller Disclosure Schedule, there is no aboveground or to the Knowledge of Seller underground storage tank or other containment structure for the storage of Hazardous Materials at any site currently owned, used or operated by, or premises leased by Seller.

(c) No (i) site currently owned, (ii) site currently used or operated by, or premises currently leased by, Seller, or (iii) site or property to which Seller has arranged for the transportation and offsite recycling or disposal of Hazardous Materials, is, to the Knowledge of Seller the subject of any federal, state or local civil, criminal or administrative investigation or proceeding evaluating whether, or alleging that, any action is necessary to respond to a Release or a threatened Release of any Hazardous Materials. No such site or premises is listed or, to the Knowledge of Seller, proposed for listing on the National Priorities List or the Comprehensive Environmental Response, Compensation, and Liability Information System, both as provided under the federal Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), or any comparable state or local governmental lists. Seller has not received written notification of any potential responsibility of Seller, and Seller has no knowledge of any threatened potential responsibility, pursuant to the provisions of (i) CERCLA, or (ii) any similar federal, state, local or other Environmental Law.

(d) Seller has obtained and maintained in full force and effect all Permits required by Environmental Law for the conduct of the Business and is in material compliance with such Permits. To the Knowledge of Seller, there is no environmental or health and safety matter that reasonably could be expected to have a Material Adverse Effect. Seller previously has delivered to Purchaser copies of any and all environmental audits or risk assessments, site assessments, and documentation within its possession regarding off-site disposal or release of Hazardous Materials, spill control plans and all other material correspondence, documents or communications with any Governmental Body regarding the foregoing.

5.17 Permits. Section 5.17 of the Seller Disclosure Schedule sets forth a true and complete list of all Permits material to the operation of the Business. Seller has all Permits necessary for the operation of the Business, including, without limitation, all such Permits required by or relating to employment and all other licenses, permits, franchises, orders or approvals of any Governmental Body relating to the delivery of hospital services, and all of such Permits are in full force and effect. Seller is operating in material compliance with all applicable Permits; any applications for renewal necessary to maintain any Permit in effect have been filed; and no proceeding is pending or threatened to revoke, suspend, limit or adversely modify any Permit. None of such Permits shall be suspended, terminated, impaired, adversely modified or become terminable, in whole or in part, as a result of any of the Contemplated Transactions.

5.18 Privacy Laws; Health Information Laws.

(a) Seller is currently and has been at all times in substantial compliance with all applicable Foreign Privacy Laws and US Privacy Laws; and Seller has not received notice (in writing or otherwise) regarding violation of such Foreign Privacy Laws or US Privacy Laws.

(b) Except as set forth in Section 5.18(b) of the Seller Disclosure Schedule, to the Knowledge of Seller, no action, suit, proceeding, investigation, charge, complaint, claim, demand, or notice has been filed, commenced or threatened against Seller relating to Foreign Privacy Laws and US Privacy Laws; nor has Seller incurred any Liabilities under any Foreign Privacy Laws or US Privacy Laws.

(c) Seller (i) has assessed the applicability of HIPAA and its implementing regulations to Seller, including any fully insured and self-insured health plans that Seller sponsors or has sponsored or contributes to or has contributed to and in view of any health care provider activities, if any, in which Seller engages and (ii) except as listed in Section 5.18(c) of the Seller Disclosure Schedule, has not entered into any business associate, data use or other agreement with a HIPAA-covered entity under which it has agreed to safeguard or otherwise restrict the use or disclosure of any protected health information of such a HIPAA-covered entity.

(d) Seller is currently, and has been at all times since its formation, in substantial compliance with all applicable health information security, health information privacy, and health information transaction format Laws (each a "Health Information

Law”), including, without limitation, any rules, regulations, codes, orders, decrees, and rulings thereunder of any federal, state, regional, county, city, municipal or local government, whether foreign or domestic, or any department, agency, bureau or other administrative or regulatory body obtaining authority from any of the foregoing.

5.19 Relationships With Affiliates. No Affiliate of Seller (i) owns any property or right, tangible or intangible, that is used in the Business or (ii) has any claim or cause of action against Seller or any of the Purchased Assets. Except as set forth in Section 5.19 of the Seller Disclosure Schedule, none of the directors, managers or officers of Seller, or any of their respective immediate family members, is (a) a partner, member or stockholder or has any other material economic interest in any Affiliate of Seller; (b) a party to any transaction or contract with Seller or any Affiliate of Seller; or (c) indebted to Seller or any Affiliate of Seller. To the knowledge of Seller, Seller has not paid, or incurred any obligation to pay, any fees, commissions or other amounts to, and is not a party to any agreement, business arrangement or course of dealing with, any firm of or in which any directors, managers or officers of Seller, or any of their respective immediate family members, is a partner, member or stockholder or has any other material economic interest.

5.20 Financial Advisors. Except as set forth in Section 5.20 of the Seller Disclosure Schedule, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for Seller in connection with the Contemplated Transactions and no Person is entitled to any fee or commission or like payment from Purchaser in respect thereof.

5.21 Full Disclosure. No representation or warranty by Seller contained in this Agreement, and no statement contained in the Seller Disclosure Schedule, any notice given pursuant to Section 8.3(b), or any other document, certificate or other instrument delivered by or on behalf of Seller pursuant to this Agreement, contains any untrue statement of a material fact or omits to state any material fact necessary, in light of the circumstances under which it was made, in order to make the statements herein or therein not misleading. There is no fact or circumstance known to Seller that has specific application to the Business, the Purchased Assets or the Assumed Liabilities (other than general economic or industry conditions) that would reasonably be expected to result in a Material Adverse Effect and that is not set forth in this Agreement or in the Seller Disclosure Schedule.

5.22 No Other Representations or Warranties; Schedules. Except for the representations and warranties contained in this ARTICLE V, neither Seller nor any other Person makes any express or implied representation or warranty with respect to Seller, the Business, the Purchased Assets, the Assumed Liabilities or the Contemplated Transactions, and Seller disclaims any other representations or warranties, whether made by Seller, any Affiliate of Seller or any of their respective officers, directors, employees, agents or representatives. Except for the representations and warranties contained in this ARTICLE V, Seller (i) expressly disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Purchased Assets (including any implied or expressed warranty of merchantability or

fitness for a particular purpose, or of conformity to models or samples of materials) and (ii) disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Purchaser or its Affiliates or representatives (including any opinion, information, projection, or advice that may have been or may be provided to Purchaser by any director, officer, employee, agent, consultant, or representative of Seller or any of its Affiliates). Seller makes no representations or warranties to Purchaser regarding the probable success or profitability of the Business. The disclosure of any matter or item in any schedule hereto shall not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter would result in a Material Adverse Effect.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller that, except as set forth in the disclosure schedule delivered by Purchaser to Seller (the "Purchaser Disclosure Schedule"), the statements contained in this ARTICLE VI are complete and accurate as of the date hereof and as of the Closing Date. The representations and warranties set forth in this ARTICLE VI shall be additive to, and not mutually exclusive or in derogation of, one another.

6.1 Organization and Good Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted. Purchaser is qualified or otherwise authorized to transact business as a foreign corporation in all jurisdictions in which such qualification or authorization is required by law, except for jurisdictions in which the failure to be so qualified or authorized could not reasonably be expected to have a material adverse effect on Purchaser.

6.2 Authorization of Agreement. Purchaser has full corporate power, legal capacity and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by Purchaser in connection with the consummation of the Contemplated Transactions (the "Purchaser Documents"), and to consummate the Contemplated Transactions. The execution, delivery and performance by Purchaser of this Agreement and each Purchaser Document have been duly authorized by all necessary corporate action on behalf of Purchaser. This Agreement has been, and each Purchaser Document will be at or prior to the Closing, duly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each Purchaser Document when so executed and delivered will constitute, the legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms.

6.3 Consents of Third Parties; Conflicts.

(a) Except as described in Section 6.3(a) of the Purchaser Disclosure Schedule, Purchaser is not required to obtain any consent, approval, authorization, waiver, Order, license or Permit of or from, or to make any declaration or filing with, or to give any notification to, any Person (including any Governmental Body) in connection with the execution and delivery of this Agreement or the Purchaser Documents by Purchaser, the compliance by Purchaser with any of the provisions hereof or thereof, the consummation of the Contemplated Transactions or the taking by Purchaser of any other action contemplated hereby or thereby, except for (i) compliance with the applicable requirements of the HSR Act and (ii) the Healthcare Regulatory Consents.

(b) Except as set forth in Section 6.3(b) of the Purchaser Disclosure Schedule, to the Knowledge of Purchaser, none of the execution and delivery by Purchaser of this Agreement or any of the Purchaser Documents, the consummation of the Contemplated Transactions by Purchaser, or compliance by Purchaser with any of the provisions hereof or thereof will conflict with, or result in any violation of or a default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under any provision of, any contract or Permit to which Purchaser is a party or by which any of the properties or assets of Purchaser are bound, other than any such conflicts, violations, defaults, terminations or cancellations that would not have a material adverse effect on the ability of Purchaser to consummate the Contemplated Transactions.

6.4 Litigation. There are no Legal Proceedings pending or, to the Knowledge of Purchaser, threatened against Purchaser, or to which Purchaser is otherwise a party before any Governmental Body, which, if adversely determined, would reasonably be expected to have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement or to consummate the Contemplated Transactions. Purchaser is not subject to any Order of any Governmental Body except to the extent the same would not reasonably be expected to have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement or to consummate the Contemplated Transactions.

6.5 Financial Advisors. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for Purchaser in connection with the Contemplated Transactions and no Person is entitled to any fee or commission or like payment in respect thereof.

6.6 Financial Capability. Purchaser and its Affiliates, including Steward, (i) have, and at the Closing will have, and will make available, sufficient internal funds (without giving effect to any unfunded financing regardless of whether any such financing is committed) to pay the Purchase Price and any expenses incurred by Purchaser in connection with the Contemplated Transactions, (ii) have, and at the Closing will have, and will make available, the resources and capabilities (financial or otherwise) necessary for Purchaser to perform its obligations hereunder, (iii) have not incurred any obligation, commitment, restriction or Liability of any kind, which would materially

impair or adversely affect such resources and capabilities and (iv) will have, and will make available, the resources and capabilities (financial and otherwise) to fulfill Purchaser's covenants under Section 8.20.

6.7 Healthcare Regulatory Compliance Status.

(a) To the Knowledge of Purchaser, except as described in Section 6.7 of the Purchaser Disclosure Schedule, neither Purchaser nor any of its Affiliates is involved in any litigation, proceeding, or investigation by or with any Governmental Body which, if determined or resolved adversely, would have a material adverse impact on the ability of Purchaser to obtain or maintain any governmental qualifications, registrations, filings, licenses, permits, orders, approvals or authorizations necessary for Purchaser to conduct the Business and to own or use the Purchased Assets, as the Business is conducted and the Purchased Assets are owned and used on the date hereof, where the failure to have such qualifications, registrations, filings, licenses, permits, orders, approvals or authorizations could reasonably be expected to prevent or materially delay the consummation of the Contemplated Transactions or the performance by Purchaser of any of its obligations under this Agreement.

(b) Purchaser and, to the Knowledge of Purchaser, its officers, directors, employees, shareholders and providers, have not knowingly engaged in any activities that are prohibited under 42 U.S. Code Section 1320a-7a and 7b, or the regulations promulgated pursuant to such statutes, or similar or related state statutes or regulations or that otherwise constitute fraud, including the following: (i) knowingly and intentionally making or causing to be made a false statement or misrepresentation of a material fact in any application for any benefit or payment; (ii) knowingly and intentionally making or causing to be made any false statement or misrepresentation of a material fact for use in determining rights to any benefit or payment; (iii) knowingly and intentionally failing to disclose knowledge by a claimant of the occurrence of any event affecting the initial or continued right to any benefit or payment on its behalf or on behalf of another, with intent to secure such benefit or payment fraudulently; and (iv) knowingly and intentionally soliciting, paying or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay such remuneration (A) in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by the Health Care Programs or any private payor source or (B) in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering any good, facility, service, or item for which payment may be made in whole or in part by the Healthcare Programs or any private payor source. Purchaser does not know of any reason why the approvals or Permits required for Purchaser to consummate the Contemplated Transactions would be delayed or rejected. Neither Purchaser nor any of its owners, directors, officers or managers has been indicted or convicted of a crime, been suspended or excluded from the Healthcare Programs, has had a professional license suspended or revoked, or has had a Certificate of Need or Determination of Need application denied or failed to pass a character and competency or suitability review by any Governmental Body. Purchaser has no knowledge of any fact that could reasonably be expected to cause any

Governmental Body to question the character and competency or suitability of any of Purchaser's officers or directors.

6.8 Acknowledgement Regarding Condition of the Business. Notwithstanding anything contained in this Agreement to the contrary, Purchaser acknowledges and agrees that Seller is not making any representations or warranties whatsoever, express or implied, beyond those expressly given by Seller in ARTICLE V (as modified by the Seller Disclosure Schedule and the other schedules hereto as supplemented or amended), and Purchaser acknowledges and agrees that, except for the representations and warranties contained therein, the Purchased Assets and the Business are being transferred to and accepted by Purchaser in an "as is," "where is" and "with all faults" condition, free of any warranties or representations whatsoever, and SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, LATENT OR PATENT, WITH RESPECT THERETO. Any claims Purchaser may have for breach of representation or warranty shall be based solely on the representations and warranties of Seller set forth in ARTICLE V (as modified by the Seller Disclosure Schedule and the other schedules hereto as supplemented or amended). Purchaser further represents that neither Seller nor any of its Affiliates nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding Seller, the Business or the Contemplated Transactions not expressly set forth in this Agreement and the schedules hereto, and none of Seller, any of its Affiliates or any other Person will have or be subject to any liability to Purchaser or any other Person resulting from the distribution to Purchaser or its representatives or Purchaser's use of, any such information, including any confidential memoranda distributed on behalf of Seller relating to the Business or other publications or data room information provided to Purchaser or its representatives, or any other document or information in any form provided to Purchaser or its representatives in connection with the sale of the Business and the Contemplated Transactions. Purchaser acknowledges that it has conducted, to its satisfaction, its own independent investigation of the Business, and, in making the determination to proceed with the Contemplated Transactions, Purchaser has relied on the results of its own independent investigation. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER ACKNOWLEDGES THAT SELLER HAS NOT MADE ANY REPRESENTATION RELATING TO THE OWNED PROPERTY OR ANY PROPERTY THAT IS THE SUBJECT OF A REAL PROPERTY LEASE REGARDING SOIL CONDITIONS, AVAILABILITY OF UTILITIES, DRAINAGE, COMPLIANCE WITH ZONING LAWS, ENVIRONMENTAL LAWS, OR ANY OTHER FEDERAL, STATE OR LOCAL STATUTES, CODES, REGULATIONS OR ORDINANCES RELATING TO THE USE THEREOF, EXCEPT AS EXPRESSLY STATED HEREIN. PURCHASER ALSO ACKNOWLEDGES AND AGREES THAT THE INSPECTION AND INVESTIGATION OF THE PURCHASED ASSETS BY PURCHASER AND ITS REPRESENTATIVES HAS BEEN ADEQUATE TO ENABLE PURCHASER TO MAKE PURCHASER'S OWN DETERMINATION WITH RESPECT TO THE SUITABILITY OR FITNESS OF THE LAND, INCLUDING WITH RESPECT TO SOIL CONDITIONS, AVAILABILITY OF UTILITIES, DRAINAGE, ZONING LAWS, ENVIRONMENTAL LAWS, AND ANY OTHER FEDERAL, STATE OR LOCAL STATUTES, CODES REGULATIONS OR ORDINANCES. PURCHASER ACKNOWLEDGES THAT THE DISCLAIMERS,

AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS PARAGRAPH ARE AN INTEGRAL PORTION OF THIS AGREEMENT.

ARTICLE VII

BANKRUPTCY COURT MATTERS

7.1 Approval of Break-Up Fee and Overbid Protection. In consideration for Purchaser having expended considerable time and expense in connection with this Agreement and the negotiation thereof and the identification and quantification of assets of Seller, Seller shall pay Purchaser a break-up fee in the amount of Eight Hundred Seventy-Five Thousand Dollars (\$875,000) (the "Break-Up Fee") on the first Business Day following the date of consummation of a transaction pursuant to a Competing Bid if no material breach by Purchaser of this Agreement has occurred. In addition, Seller shall seek inclusion in the Bidding Procedures Order of a provision requiring initial Competing Bids to be in an amount not less Eight Hundred Seventy-Five Thousand Dollars (\$875,000) greater than the Purchase Price (the "Overbid Protection").

7.2 Competing Transaction. This Agreement is subject to approval by the Bankruptcy Court and the consideration by Seller of higher or better competing bids (each a "Competing Bid"). From the date hereof (and any prior time) and until the Contemplated Transactions are consummated, Seller is permitted to cause its representatives and Affiliates to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Purchaser and its Affiliates, agents and representatives) in connection with any sale or other disposition of all or any part of the Purchased Assets, alone or in connection with the sale or other disposition of any other asset of Seller. In addition, Seller shall have the responsibility and obligation to respond to any inquiries or offers to purchase all or any part of the Purchased Assets and perform any and all other acts related thereto which are required by the Bidding Procedures Order or under the Bankruptcy Code or other applicable law, including, without limitation, supplying information relating to the Business and the assets of Seller to prospective purchasers.

7.3 Bankruptcy Court Filings. As promptly as practicable following the execution of this Agreement, Seller shall file with the Bankruptcy Court the Sale Motion seeking entry of the Sale Order and a motion seeking approval of the Bidding Procedures Order and, incident thereto, approval of the Break-Up Fee and the Overbid Protection.

7.4 Purchaser's Assurance. Purchaser agrees that it will promptly take such actions as are reasonably requested by Seller to assist in obtaining entry of the Sale Order and the Bidding Procedures Order and a finding of adequate assurance of future performance by Purchaser, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a "good faith" purchaser under section 363(m) of the Bankruptcy Code. In the event the entry of the Sale Order or the Bidding Procedures Order shall be appealed, Seller and Purchaser shall use their respective reasonable efforts

to defend against such appeal. With respect to each Purchased Contract, Purchased Personal Property Lease, Purchased Real Property Lease, Purchased Permit or Purchased Intellectual Property License, Purchaser shall provide adequate assurance of future performance of each such agreement as required by section 365 of the Bankruptcy Code.

ARTICLE VIII

CERTAIN COVENANTS AND AGREEMENTS

8.1 Negative Covenants Pending Closing. Except as contemplated by this Agreement, during the period from the date of this Agreement to the Closing, Seller shall not, without the written consent of Purchaser, take any of the following actions:

(a) Acquisition or Disposition of Assets. Acquire, sell, lease, license or otherwise dispose of any assets or property, other than arm's length purchases and sales of assets in the Ordinary Course of Business consistent with past practice;

(b) Indebtedness. Create, incur or assume any Indebtedness (including obligations in respect of capital leases); assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other Person; or make any loans, advances or capital contributions to, or investments in, any other Person;

(c) Liens. Sell, license, transfer or otherwise dispose of, or create, incur, assume or permit to suffer to exist or remain in effect any Liens (other than Liens existing as of the date of this Agreement or Permitted Exceptions) on any of its assets, including without limitation the Purchased Assets;

(d) Liabilities. Pay, discharge or satisfy any Liabilities, other than the payment, discharge or satisfaction, in the Ordinary Course of Business and consistent with past practice, of Liabilities reflected or reserved against in the Seller Interim Balance Sheet or incurred in the Ordinary Course of Business;

(e) Employee Matters. Increase the compensation payable to any director, officer, employee, agent or consultant of Seller, except in accordance with existing agreements; enter into, adopt or amend any employment, severance or other agreement with any director, officer, employee, consultant or agent of Seller; adopt, amend or increase the benefits under any employee benefit plan, except, in each case, as required by law or in accordance with existing agreements; hire any new employees except in the Ordinary Course of Business consistent with past practice or hire any new officers or senior executives;

(f) Contracts. Amend, terminate, cancel, take or omit to take any action that would constitute a violation of or default under, or waive any rights under, any of the Purchased Contracts or Transitional Contracts;

(g) Real Property. Enter into, renew, replace, modify, cancel, extend or otherwise change in any material manner any Property Agreement or Real Property

Lease or any contract, insurance policies, easement or other agreement affecting the Owned Properties or any other agreement or contract affecting the Owned Property or the use, title, occupancy or development thereof. Seller shall not knowingly default under any Real Property Lease or Property Agreement.

(h) New Agreements. Enter into contracts or commitments involving potential payments by Seller in any single instance of \$10,000 or more or in the aggregate of \$50,000 or more, except for contracts or commitments for the purchase of services, supplies or materials in the Ordinary Course of Business consistent with past practices, provided that Purchaser's consent shall not be unreasonably withheld, conditioned or delayed;

(i) Capital Expenditures. Authorize capital expenditures which in any single instance exceeds \$10,000 or in the aggregate exceed \$150,000, except for (i) capital expenditures reflected in an annual budget provided by Seller to Purchaser, (ii) those capital expenditures relating to current and on-going renovations and capital improvements to the Owned Properties that have been identified on Schedule 8.12 and (iii) capital items to be entirely funded out of donor-restricted funds;

(j) Accounting Policies. Change any of the accounting methods, principles or practices used by it, or restate any of the Seller Financial Statements, in each case except as may be appropriate to conform to changes in GAAP implemented following the date hereof;

(k) Legal Matters. Settle or compromise any pending or threatened Litigation that is or may be material to the Business or the assets (including the Purchased Assets), properties, results of operations or financial condition of Seller or either Physician Subsidiary or that relates to the Contemplated Transactions;

(l) Extraordinary Transactions. Adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of Seller or either Physician Subsidiary, other than in connection with the Bankruptcy Case, or make, or permit to be made, any material acquisition of property or assets outside the Ordinary Course of Business;

(m) WARN Act. Effectuate a "plant closing" or "mass layoff," as those terms are defined in the Worker Adjustment and Retraining Notification Act of 1988; or

(n) Obligations. Obligate itself to do any of the foregoing; or take any action or fail to take any action permitted by this Agreement with the knowledge that such action or failure to take action would result in (i) any of the representations and warranties of Seller set forth in ARTICLE V becoming untrue or (ii) any of the conditions to the purchase of the Purchased Assets set forth in ARTICLE X not being satisfied.

Nothing contained in this Agreement shall give Purchaser, directly or indirectly, the right to control or direct Seller's operations prior to the Closing Date. Prior to the

Closing Date, Seller shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its operations.

8.2 Access to Information. Subject to this Section 8.2, and subject to compliance with the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and any other applicable United States federal or state or foreign statutes, rules, regulations, orders, decrees, administrative or judicial doctrines or other laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade (collectively, the "Antitrust Laws"), Seller agrees that, prior to the Closing Date, Purchaser shall be entitled, through its officers, employees and representatives (including, without limitation, its legal advisors and accountants), to make such investigation of the assets, properties and operations of the Business (including environmental testing) and such examination of the books and records of Seller pertaining to the Business (including work papers of Seller's independent accountant), the Purchased Assets and the Assumed Liabilities as it reasonably requests and to make extracts and copies of such books and records at Purchaser's sole expense; it being understood, however, that the foregoing shall not entitle Purchaser to access (i) the books, records and documents referred to in Section 2.2(e) or (ii) any books, records or documents the disclosure of which by Seller to Purchaser would (A) violate any patient confidentiality obligation of Seller or (B) any other agreement or any obligation of confidentiality to which Seller is a party or is bound prior to the date hereof or (C) any obligation of confidentiality by which Seller is bound under applicable Law. Any such investigation and examination shall be conducted during regular business hours upon reasonable advance notice and under reasonable circumstances and shall be subject to any restrictions on disclosure by Seller to Purchaser or use of the information contained therein by Purchaser applicable pursuant to any agreement to which Seller is a party or is bound prior to the date hereof or under applicable Law. Seller shall cause its officers, employees, consultants, agents, accountants, attorneys and other representatives to cooperate with Purchaser and Purchaser's representatives in connection with such investigation and examination, and Purchaser and its representatives shall cooperate with Seller and its representatives and shall use their reasonable efforts to minimize any disruption to Seller's business and operations, including the Business. Notwithstanding anything herein to the contrary, Seller shall not be required to permit any such investigation or examination if, and to the extent that, Seller, upon advice of counsel, determines that such investigation or examination by Purchaser would or is reasonably likely to result in a loss of any attorney-client or attorney work product privilege available to Seller. No investigation by Purchaser shall diminish or obviate any of the representations, warranties, covenants or agreements of Seller or of Purchaser contained in this Agreement. Prior to the Closing Date, Purchaser shall be entitled, through its employees and representatives, to discuss the Contemplated Transactions with significant suppliers and customers of Seller and the status of such suppliers' and customers' relationships with Seller (in accordance with arrangements made by Seller and reasonably acceptable to Purchaser).

8.3 Conduct of the Business Pending the Closing.

(a) Prior to the Closing, except (i) as set forth on Schedule 8.3, (ii) as required by applicable Law, (iii) as otherwise expressly contemplated by this Agreement or the Sale Order, or (iv) with the prior written consent of Purchaser (which consent shall not be unreasonably withheld or delayed), Seller shall conduct the Business only in the Ordinary Course of Business and in compliance with all applicable Laws.

(b) Between the date hereof and the Closing Date, each party shall give prompt notice to the other party of (i) the occurrence or non-occurrence of any event or circumstance which would be likely to cause any representation or warranty contained in this Agreement, the Seller Disclosure Schedule or the Purchaser Disclosure Schedule to be untrue or inaccurate if made at such time and (ii) any failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied hereunder. In the event such violation or breach of this Agreement shall occur on or prior to the Closing Date, each party shall promptly use commercially reasonable efforts to remedy the same. No such information shall be deemed to avoid or cure any misrepresentation or breach of warranty or constitute an amendment of any representation, warranty or statement in this Agreement, the Seller Disclosure Schedule or the Purchaser Disclosure Schedule for the purpose of determining the accuracy of any of the representations and warranties made by Seller or Purchaser in this Agreement or determining whether any of the conditions in Sections 10.1, 10.2 and 10.3 have been satisfied.

(c) Seller covenants with Purchaser that from the date hereof until Closing, if Seller has knowledge of any material change in (i) the information with respect to the Owned Properties or the Real Property Leases furnished to Purchaser pursuant to this Agreement or (ii) any condition or state of the Owned Properties or the Real Property Leases, or (iii) any Property Agreement, Seller shall promptly notify Purchaser in writing of such change.

(d) Prior to the Closing, if requested by Seller, Purchaser agrees to enter into an agreement or agreements with Seller for the provision of certain medical services for patients of Seller at the Owned Properties that, as of the date hereof, are being provided by clinical affiliates of Seller. Purchaser shall arrange to have such services provided on substantially the same financial terms as they are currently provided for Seller. Such services will include at least the provision of psychologists for Seller's Gero-Psychiatry unit and hospitalists to support Seller's current Business. The Medical Services Agreement, a copy of which is attached hereto as Exhibit D, relates to those services that Purchaser will provide or arrange to provide to Seller under this Section 8.3(d) effective upon execution of this Agreement.

8.4 Consents.

(a) Seller shall use its commercially reasonable efforts, and Purchaser shall cooperate with Seller, including by taking the actions referred to in Section 8.7, to obtain at the earliest practicable date all consents, approvals, authorizations, waivers and Orders required to be obtained by Seller, including the Healthcare Regulatory Consents,

and to give at the earliest practicable date any notices required to be given by Seller, in order for Seller to consummate the Contemplated Transactions on the terms and in the manner provided hereby; provided, however, that Seller shall not be obligated to pay any consideration therefor to any third party from whom any such item is requested (other than filing or application fees payable to any Governmental Body) or to initiate any litigation or legal proceedings to obtain any such item except as otherwise provided by Section 8.7.

(b) Purchaser shall use its commercially reasonable efforts, and Seller shall cooperate with Purchaser, including by taking the actions referred to in Section 8.7, to obtain at the earliest practicable date all consents, approvals, authorizations, waivers, Orders, licenses and Permits required to be obtained by Purchaser, and to give at the earliest practicable date any notices required to be given by Purchaser, in order for Purchaser to consummate the Contemplated Transactions on the terms and in the manner provided hereby and to operate the Business after the Closing; provided, however, that Purchaser shall not be obligated to pay any consideration therefor to any third party from whom any such item is requested (other than filing or application fees payable to any Governmental Authority) or to initiate any litigation or legal proceedings to obtain any such consent or approval except as otherwise provided by Section 8.7.

(c) Purchaser shall obtain at the earliest practicable date all consents, waivers, approvals and authorizations, if any, required under any Purchased Real Property Lease and the Property Agreements in connection with the assignment of the Purchased Real Property Leases from Seller to Purchaser.

8.5 Insurance. As of the Closing, Purchaser shall have appropriate insurance coverage in place for the Business consistent with what would be maintained under good industry business practices.

8.6 Permits. Seller shall deliver to Purchaser copies of all of the Purchased Permits within two (2) days after the execution and delivery of this Agreement.

8.7 Regulatory Approvals.

(a) Purchaser, at its own cost and expense, shall, on or before July 20, 2011, submit to DPH a Determination of Need application with respect transfer of ownership of the Hospital and shall seek from DPH any other Governmental Body any Healthcare Regulatory Consents required in order for Purchaser to consummate the Contemplated Transactions and to operate the Business in accordance with Law and shall also, as soon as practicable, seek any other Healthcare Regulatory Consents necessary in order for Purchaser to consummate the Contemplated Transactions and to operate the Business (collectively, the "Healthcare Applications"). Seller promptly shall provide to Purchaser all relevant information and documents that are in Seller's possession and that are reasonably required by Purchaser in order to timely file the Healthcare Applications. Purchaser shall not be liable for any delay caused by Seller's failure to provide such information or documents timely. Purchaser shall provide Seller with an opportunity to review the Healthcare Applications in advance of filing. Purchaser shall diligently

pursue the Healthcare Applications and shall timely submit all information and documents requested in connection therewith by any Governmental Body. Without limiting the generality of the foregoing, Purchaser shall take such actions as may be reasonably necessary to cure any character or competency objection that may be raised to the Determination of Need application, excluding removing or replacing any officer or director that fails to obtain character and competency approval. Purchaser shall provide Seller with prompt written notice of Purchaser's submission of a Healthcare Application. Within five (5) Business Days of its submission or receipt, Purchaser shall deliver to Seller a complete copy of all correspondence to or from any applicable Governmental Body having jurisdiction concerning a Healthcare Application. Purchaser shall provide Seller with monthly reports of Purchaser's efforts to obtain all Healthcare Regulatory Approvals, which may be oral reports. In addition, Purchaser shall provide Seller with immediate notice of its receipt of acceptance for review when deemed complete, approval, contingent approval or a rejection of Purchaser's application for a Determination of Need, along with a copy of any documentation related thereto. Purchaser shall not take any action prior to the Closing that might disqualify Purchaser as an established and licensed operator of the Hospital, except as may be required by law. Purchaser shall not be obligated to accept any conditions associated with regulatory approvals required to consummate the Contemplated Transactions that are not routinely imposed on similarly situated applicants or reflected in this Agreement.

(b) If necessary, Purchaser and Seller shall (i) make or cause to be made all filings required of each of them or any of their respective Affiliates under the HSR Act or other Antitrust Laws with respect to the Contemplated Transactions, within five (5) Business Days after the date of this Agreement; (ii) comply at the earliest practicable date with any request under the HSR Act or other Antitrust Laws for additional information, documents, or other materials received by each of them or any of their respective Affiliates from the Federal Trade Commission (the "FTC"), the Antitrust Division of the United States Department of Justice (the "Antitrust Division") or any other Governmental Body in respect of such filings or the Contemplated Transactions, and (iii) cooperate with each other in connection with any such filing (including, to the extent permitted by applicable law, providing copies of all such documents to the non-filing party prior to filing and considering all reasonable additions, deletions or changes suggested in connection therewith) and in connection with resolving any investigation or other inquiry of any of the FTC, the Antitrust Division or any other Governmental Body under any Antitrust Laws with respect to any such filing or any such transaction.

(c) If necessary, Purchaser and Seller shall (a) make or cause to be made all filings required of each of them or any of their respective Affiliates in respect of the Contemplated Transactions under any applicable Law, including without limitation Chapter 180, other than those referred to in Sections 8.7(a) or 8.7(b), including such filings as are required to obtain the consents, approvals, authorizations, waivers, Orders, licenses or Permits or to provide the notices specified in Section 5.3 of the Seller Disclosure Schedule, as promptly as practicable, (b) comply at the earliest practicable date with any request for additional information, documents, or other materials received by each of them or any of their respective Affiliates from any Governmental Body in respect of such filings or the Contemplated Transactions, and (c) cooperate with each

other in connection with any such filing (including, to the extent permitted by applicable law, providing copies of all such documents to the non-filing party prior to filing and considering all reasonable additions, deletions or changes suggested in connection therewith) and in connection with resolving any investigation or other inquiry of any Governmental Body under such Laws with respect to any such filing or any such transaction.

(d) Each such party shall use commercially reasonable efforts to furnish to each other all information required for any application or other filing to be made pursuant to any applicable Law in connection with the Contemplated Transactions. Each such party shall promptly inform the other parties hereto of any material oral communication with, and provide copies of written communications with, any Governmental Body regarding any such filings or any such transaction. No party hereto shall independently participate in any formal meeting with any Governmental Body in respect of any such filings, investigation, or other inquiry without giving the other party hereto prior notice of the meeting and, to the extent permitted by such Governmental Body, the opportunity to attend and/or participate.

(e) Subject to applicable law, the parties hereto will consult and cooperate with one another in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any party hereto relating to proceedings under the HSR Act or other Antitrust Laws. Seller and Purchaser may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other under this Section 8.7 as "outside counsel only." Such materials and the information contained therein shall be given only to the outside legal counsel of the recipient and will not be disclosed by such outside counsel to employees, officers, or directors of the recipient, unless express written permission is obtained in advance from the source of the materials (Seller or Purchaser, as the case may be).

(f) Each of Purchaser and Seller shall use commercially reasonable efforts to resolve such objections, if any, as may be asserted by any Governmental Body with respect to the Contemplated Transactions under the Antitrust Laws. In connection therewith, if any Legal Proceeding is instituted (or threatened to be instituted) challenging the Contemplated Transactions is in violation of any Antitrust Law, each of Purchaser and Seller shall cooperate and use commercially reasonable efforts to contest and resist any such Legal Proceeding, and to have vacated, lifted, reversed, or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents, or restricts consummation of the Contemplated Transactions, including by pursuing all available avenues of administrative and judicial appeal and all available legislative action, unless, by mutual agreement, Purchaser and Seller decide that litigation is not in their respective best interests. Each of Purchaser and Seller shall use commercially reasonable efforts to take such action as may be required to cause the expiration of the notice periods under the HSR Act or other Antitrust Laws with respect to such transactions as promptly as possible after the execution of this Agreement. Notwithstanding the foregoing, Purchaser shall not be obligated to divest itself of any business or assets pursuant to this Section 8.7

8.8 Chapter 180 Review. Section 8A(d)(2) of Chapter 180 provides that the AGO is to assess the entity proposing to receive a substantial amount of the assets or operations of a charitable hospital the reasonable costs of the review to be undertaken by the AGO pursuant to Section 8A(d) of Chapter 180 (the "8A(d) Review"). In order to expedite the 8A(d) Review, Seller has advanced to the AGO, prior to the date of this Agreement, the sum of One Hundred Thousand Dollars (\$100,000) (the "8A(d) Advance"). Purchaser agrees to reimburse to Seller the 8A(d) Advance simultaneously with executing this Agreement. Thereafter, Purchaser shall be responsible for advancing to the AGO such additional sums as the AGO concludes are reasonable to conduct the 8A(D) Review with respect to the Contemplated Transactions, on such terms and conditions as Purchaser and the AGO may agree.

8.9 Real Property Violations. Seller shall give Purchaser prompt notice of any violations and other claims made or threatened against the Owned Properties, the Property Agreements or the Real Property Leases prior to the Closing.

8.10 Mechanics Liens. Seller will not permit any mechanic's or other lien, charge or order for the payment of money to be filed against the Owned Property that will remain in effect following the Closing.

8.11 Hazardous Materials. From the date hereof until the Closing, neither Seller nor, to the Knowledge of Seller, any of Seller's employees, designees, consultants, representatives, or invitees shall bring any Hazardous Material onto the Owned Property in any form, except with respect to any Hazardous Material which is used in the Ordinary Course of Business, provided that any such Hazardous Material is used and disposed of in accordance with Environmental Law. If from the date hereof until the Closing, Seller or any of Seller's employees, designees, consultants, representatives, or invitees, brings any Hazardous Material onto the Owned Property that is (i) not for use in the Ordinary Course of Business or (ii) not used or disposed of in accordance with Environmental Law, and the presence of any such Hazardous Material causes the occurrence of a Material Adverse Effect, then in the event Seller fails to remove or remediate the same in compliance with Environmental Law to Purchaser's reasonable satisfaction at least ten (10) Business Days prior to the Closing, Purchaser shall have the option to terminate this Agreement by sending written notice of such election to Seller and the Escrow Agent, and upon such termination, the Deposit (and all accrued investment income thereon) shall be immediately refunded to Purchaser.

8.12 Operation of Real Property. Between the date hereof and the Closing Date or earlier termination of this Agreement, Seller shall (i) continue to operate and maintain the Owned Property and the Real Property Leases in substantially the same manner as it is operating and maintaining the Owned Property and the Real Property Leases as of the date hereof, including the continuation of those improvements and capital projects in process as of the date hereof listed on Schedule 8.12; (ii) maintain and keep the Owned Property insured, as presently maintained and insured, until Closing; and (iii) maintain all equipment and systems located on the Owned Property, including, without limitation in good working order and condition, reasonable wear and tear excepted.

8.13 Delivery of Financial and Other Information. After the date hereof and ending on the Closing Date, Seller shall deliver to Purchaser:

(a) within fifteen (15) days after the end of each month, internally prepared, unaudited consolidated balance sheets and income statements for the Business for such month, in each case prepared on a basis consistent with the Seller Financial Statements, which, when delivered, will present fairly in all material respects the consolidated financial position of the Business as of the dates thereof and the consolidated results of their operations for the periods therein referred to, and will be prepared in accordance with GAAP as in effect on the date of such financial statements, applied on a basis consistent with the Seller Financial Statements, but subject to normal year-end adjustments (which, if presented, would not differ materially from those included in the Seller Financial Statements); and

(b) as soon as practicable, but in any event within three (3) Business Days after the end of each week, (i) a statement of Seller's unrestricted cash balances and (ii) a statement of patient discharge volumes as compared with Seller's budget.

8.14 Further Assurances. Each of Seller and Purchaser shall use its commercially reasonable efforts to (i) take all actions necessary or appropriate to consummate the Contemplated Transactions and (ii) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the Contemplated Transactions. In addition, if Seller after the Closing receives payment on any account receivable that is a Purchased Asset it shall as soon as practicable remit such amount received to Purchaser, together with such information identifying the account to which such payment relates as is reasonably available to Seller, and, if Purchaser after the Closing receives payment on any account receivable that is an Excluded Asset it shall as soon as practicable remit such amount received to Seller, together with such information identifying the account to which such payment relates as is reasonably available to Purchaser. Without limiting the generality of the foregoing, if Purchaser or any of its Affiliates shall at any time after the Closing receive any charitable gift, contribution or bequest that is an Excluded Asset, or shall receive any notice that such a charitable gift, contribution or bequest may be received or available to Purchaser, Purchaser shall give notice thereof to Seller and make available to Seller upon reasonable request such information that Purchaser or any of its Affiliates has available to it regarding such gift, contribution or bequest and will cooperate with Seller in determining whether such gift, contribution or bequest should be characterized as an Excluded Asset or a Purchased Asset. The provisions of this Section 8.14 shall survive the Closing.

8.15 Confidentiality. Purchaser acknowledges that the Confidential Information provided to it in connection with this Agreement, including under Section 8.2, and the consummation of the Contemplated Transactions, is subject to the terms of the Non-Disclosure Agreement among Purchaser, Navigant Capital Advisors, LLC and Seller dated April 14, 2011 (the "Confidentiality Agreement"), the terms of which are incorporated herein by reference and, to the extent applicable, supersede any conflicting or inconsistent provisions contained in this Agreement. Effective upon, and only upon, the Closing Date, the Confidentiality Agreement shall terminate with respect to

information relating solely to the Business or otherwise included in the Purchased Assets; provided, however, that Purchaser acknowledges that any and all other Confidential Information provided to it by Seller or its representatives concerning Seller shall remain subject to the terms and conditions of the Confidentiality Agreement after the Closing Date. For purposes of this Section 8.15, "Confidential Information" shall mean any confidential information with respect to, including, methods of operation, customers, customer lists, prices, fees, costs, Technology, inventions, trade secrets, know-how, Software, marketing methods, plans, personnel, suppliers, competitors, markets or other specialized information or proprietary matters.

8.16 Preservation of Records. Purchaser agrees that it shall preserve and keep the Documents acquired under this Agreement for a period of seven (7) years from the Closing Date or the maximum period of time required by law, whichever is longer, and shall make Documents and personnel available to Seller as may be reasonably required by Seller in connection with, among other things, any insurance claims by, Legal Proceedings or tax audits against or other governmental or healthcare payor investigations or audits of Seller or any Affiliate, or in order to enable Seller to exercise and comply with its rights and obligations under or in connection with this Agreement or as debtor-in-possession in the Bankruptcy Case. In the event Purchaser wishes to destroy any such acquired Documents before that time, Purchaser shall first give ninety (90) days prior written notice to Seller and Seller shall have the right at its option and expense, upon prior written notice given to Purchaser within such ninety (90) day period, to take possession of such Documents within one hundred and eighty (180) days after the date of such notice. To the extent not prohibited under applicable Law, Seller contemplates that it will destroy the Documents constituting Excluded Assets incident to administration of its bankruptcy estate and closing of the Bankruptcy Case; pending such destruction Purchaser shall have the rights specified in the proviso to Section 2.2(g).

8.17 Publicity. Neither Seller nor Purchaser shall issue any press release or public announcement concerning this Agreement or the Contemplated Transactions without obtaining the prior written approval of the other party hereto, which approval will not be unreasonably withheld or delayed, unless, in the judgment of Purchaser or Seller upon advice of counsel, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement or by the applicable rules of any stock market on which Purchaser's securities are listed, provided that the party intending to make such release shall use commercially reasonable efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other party with respect to the text thereof.

8.18 Use of Name. From and after the Closing, except as may be required under the Bankruptcy Code or the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") Seller agrees not to use the name "Quincy Medical Center" or any other Marks included in the Purchased Assets (or any derivation or any name likely to be confused therewith) in connection with any business, and, at Purchaser's written request, shall promptly change the corporate name of Seller and shall cease using the name

“Quincy Medical Center” in the Bankruptcy Case, except as may be required under the Bankruptcy Code and the Bankruptcy Rules.

8.19 Supplementation and Amendment of Schedules; Disclosure of Contracts.

(a) Seller may, at its option, include in the Schedules items that are not material in order to avoid any misunderstanding, and such inclusion, or any references to dollar amounts, shall not be deemed to be an acknowledgement or representation that such items are material, to establish any standard of materiality or to define further the meaning of such terms for purposes of this Agreement. Information disclosed in the Schedules shall constitute a disclosure for all sections reasonably related to the section referenced in a specific section in a Schedule. From time to time prior to the Closing (but no later than five Business Days before the Closing), Seller shall have the right to supplement or amend the Schedules with respect to any matter hereafter arising or discovered after the delivery of the Schedules pursuant to this Agreement subject to Purchaser’s reasonable approval of such supplement or amendment. No such supplement or amendment shall have any effect on the satisfaction of the condition to closing set forth in Sections 10.1(a) and 10.1(b); provided, however, if the Closing shall occur, then Purchaser shall not be deemed to have waived any right or claim pursuant to the terms of this Agreement or otherwise, including pursuant to ARTICLE XI hereof, with respect to any and all matters disclosed pursuant to any such supplement or amendment at or prior to the Closing.

(b) Prior to the Closing, Seller shall promptly make available to Seller any Contracts that were required to be, but were not, listed in Section 5.11(a) of the Seller Disclosure Schedule on the date hereof. Each such Contract shall be deemed to be an Excluded Contract unless Purchaser upon written notice to Seller, delivered at or prior to the Closing, designates the Contract to be a Purchased Contract (in which case Seller shall seek Bankruptcy Court authority, pursuant to the Sale Order or other Order, to assume and assign such Contract to Purchaser at Closing or as soon thereafter as feasible), or a Transitional Contract (in which case such Contract shall be subject to the provisions of Section 8.21).

8.20 Post-Closing Obligations. Following the Closing, Purchaser shall fulfill the following obligations (the “Post-Closing Commitments”):

(a) From the Closing Date until the tenth (10th) anniversary of the Closing Date, Purchaser shall maintain an acute care hospital in Quincy, Massachusetts, providing at least the same scope of services as Seller currently provides and maintaining at least the same level of community benefits and charity care as Seller currently provides, and using the name “Quincy Medical Center” or some reasonably similar words in its name (hereinafter the “Successor Hospital”). Schedule 8.20(a) sets forth Seller’s current community benefit and charity care policies.

(b) From the Closing Date until the fifth (5th) anniversary of the Closing Date, and subject to Section 8.20(e), Purchaser shall expend or commit to expend (i) no less than Thirty-Four Million Dollars (\$34,000,000) in the aggregate for capital

expenditures and investments to improve, furnish, equip and expand the services of the Successor Hospital, including no less than Fifteen Million Dollars (\$15,000,000) to be expended or committed to be expended in the aggregate within the first twelve (12) months post-Closing and another Ten Million Dollars (\$10,000,000) in the subsequent twelve (12) month period following the Closing (which amounts for both of said twelve (12)-month periods shall include Five Million Dollars (\$5,000,000) in investment in information technology); provided that all such amounts shall qualify as capital expenditures under GAAP; and provided, further, that, with respect to the commitment of amounts with the time periods specified above, the amounts so committed shall be expended as soon as feasible following such commitment being made consistent with the nature of the project for which such committed funds are to be expended.

(c) Beginning on the fifth (5th) anniversary of the Closing Date and until the tenth (10th) anniversary of the Closing Date, and subject to Section 8.20(e), Purchaser shall, in addition to capital investment for program expansions and service line developments, expend or commit to expend an average of between 110% and 125% of the annual depreciation expense of the Successor Hospital for the routine needs of such Hospital, such amount currently estimated to be no less than approximately \$4,000,000 annually and approximately \$20,000,000 over said five (5)-year period.

(d) From the Closing Date until the fifth (5th) anniversary of the Closing Date, Purchaser shall not close or limit the services provided at the Successor Hospital immediately prior to the Closing Date. From the fifth (5th) through the tenth (10th) anniversaries of the Closing Date, Purchaser shall not close or limit the services provided at the Successor Hospital immediately prior to the Closing Date unless said Hospital has experienced negative operating margins in two (2) consecutive fiscal years, not taking into account the first three (3) fiscal years immediately following the Closing Date. For purposes of calculating operating margin under this Section 8.20(d): (i) GAAP will be applied to determine expenses and revenue; (ii) only expenses and revenues directly ascribed to the Successor Hospital will be used in such calculation, provided that general reasonable and necessary Steward corporate overhead may be allocated to the Successor Hospital for such purpose as long as such allocation is reasonable and proportional to the allocation of such overhead throughout the Steward system; and (iii) no debt service amounts, whether of principal or interest, will be included in such calculation. Notwithstanding the prior provisions of this Section 8.20(d), neither Purchaser nor any Affiliate or successor of Purchaser will close nor limit any services of the Successor Hospital, to the extent same is permitted under the terms of this Section 8.20(d), unless DPH has been provided with at least eighteen (18) months' prior written notice of any such intended closure or limitation. The provisions of this Section 8.20(d) are also subject to any applicable restrictions and covenants contained in the Deed.

(e) As soon as practicable following the Effective Time, Purchaser shall form a local governing board at the Successor Hospital comprised of medical staff members, Quincy community leaders and appropriate executive officers. The local governing board shall be subject to the authority of Purchaser's board of directors and the terms of Purchaser's certificate of incorporation and bylaws and, subject to such authority, in accordance with 105 CMR 100.602(A) as applicable, shall be responsible

for the following decisions with respect to the Successor Hospital: (i) approval of borrowings in excess of Five Hundred Thousand Dollars (\$500,000); (ii) additions or conversions which constitute substantial changes in service; (iii) approval of capital and operating budgets, including prioritization of capital investments; (iv) approval of the filing of any application for Determination of Need; (v) development of strategic plans for the community served by the Successor Hospital; (vi) medical staff credentialing; and (vii) community benefit planning. Seller shall, after having consulted with Purchaser, nominate the individuals to be appointed to the initial local governing board as of the Effective Time and Purchaser's board of directors shall appoint such individuals to the local governing board as of the Effective Time. Subsequent to the Effective Time, the members of the local governing board shall have the sole responsibility for nominating individuals for appointment to the local governing board from time to time, with Purchaser's board of directors appointing such individuals to the local governing board who are approved by the Chairman of Steward Health Care System LLC, which approval shall not be unreasonably withheld or delayed.

(f) In connection with Purchaser's obligations under Section 8.20(b), (i) Purchaser shall ensure, subject to the availability and capabilities of third party vendors, the full deployment of Meditech 6.0 and Advance Clinical Systems and computerized physician order entry (CPOE) throughout the Successor Hospital over the first twelve (12) to eighteen (18) months following the Effective Time and (ii) Purchaser shall wire community-based physicians with medical staff privileges at the Successor Hospital who become a part of Steward Network Services, Inc. with electronic medical records in a manner compliant with applicable Law. Physicians providing services at the Successor Hospital who choose to contract through Steward Network Services, Inc. will have access to Purchaser's managed care contracts and medical management/care management ACO infrastructure, and medical malpractice insurance through TRACO (Steward's offshore captive insurance company), as well as Steward Quality and Safety Group's medical management systems. Physicians in leadership positions within the Successor Hospital's medical staff will have an opportunity to take leadership positions on Steward system-wide committees for quality and safety. The Successor Hospital's ICU beds will be included in Steward's electronic ICU monitoring system (eICU), providing 24/7 remote intensivist coverage.

(g) As of the Effective Time, and for that period of time required by Law, Purchaser shall keep and preserve in their original form or in an electronic format all of Seller's Patient Records relating to services provided prior to the Effective Time ("Transferred Patient Records"). Purchaser shall maintain the Transferred Patient Records following the Effective Time in accordance with applicable Law and requirements of Medicare, Medicaid and third party payor programs. Upon reasonable notice, during normal business hours and upon Purchaser's receipt of appropriate consents and authorizations, as needed, Purchaser shall afford to representatives of Seller or its Affiliates, including their counsel, consultants and accountants, full and complete access to, and the right to make copies of, the Transferred Patient Records. In addition, Seller and its Affiliates shall be entitled to remove Transferred Patient Records from the premises at which Purchaser maintains such Records, but only for purposes of pending litigation involving a patient to whom such Records relate, as certified in writing prior to

removal by counsel retained by Seller or its Affiliate in connection with such litigation. Any Transferred Patient Records so removed from such premises shall be promptly returned to Purchaser following their use by Seller or its Affiliates. Before removal of any such Records, Seller and/or its Affiliates will provide a copy of the removed Transferred Patient Records to Purchaser.

(h) Purchaser and Seller acknowledge the terms of Chapter 94 of the Acts of 1999, an Act Relative To Quincy Hospital.

8.21 Treatment of Transitional Contracts. Listed on Schedule 1.1(d) are Transitional Contracts, which shall be treated as set forth in this Section 8.21. Purchaser may designate additional Transitional Contracts pursuant to Section 8.19. From and after the Closing, for a period not to exceed thirty (30) days, Purchaser shall be entitled to continue the benefit of such Transitional Contracts, which shall be neither assumed nor rejected by Seller prior to the time of the Closing. Purchaser shall be responsible for the payment of all obligations as well as otherwise honoring other then-current obligations of Seller under and with respect to such Transitional Contracts from and after the Closing, subject to the limitations provided hereinbelow. Not later than thirty (30) days after the Closing, Purchaser shall transmit to Seller one or more written designations of which Transitional Contracts Purchaser wishes to have Seller assign to it (the "Designated Contracts"), and Seller shall promptly after expiration of such 30-day period apply to the Bankruptcy Court for authority to assume and assign the Designated Contracts to Purchaser pursuant to Section 365 of the Bankruptcy Code. Any Transitional Contract not so designated by Purchaser shall be deemed to be an Excluded Contract and Seller may promptly seek an Order approving its rejection of such Contract pursuant to Section 365 of the Bankruptcy Code. Purchaser shall provide assurances for future performance of Designated Contracts and upon Seller's authorized assumption of such Contracts pay all cure amounts with respect thereto in accordance with Section 2.5 as if such Designated Contracts were Purchased Contracts. Purchaser's responsibility to pay or otherwise honor other post-Closing and then-current obligations of Seller under any Transitional Contract that is not a Designated Contract shall terminate with respect to any such obligations allocable to the period after the earlier of (i) the forty-fifth day after the Closing and (ii) the date of Seller's authorized rejection of such Transition Contract.

8.22 Treatment of Collective Bargaining Agreements. Purchaser shall recognize as a bargaining unit each bargaining unit provided for under existing Collective Bargaining Agreements of Seller. Purchaser will negotiate with each union for entry of each bargaining unit into a new agreement under the terms and conditions of the so-called master agreement which exists as to the three unions and Purchaser's affiliated entities. As to any union not agreeing to the foregoing or not entering a new agreement under the so-called master agreement, the rights of the union, Seller and Purchaser shall be preserved.

ARTICLE IX

EMPLOYEES AND EMPLOYEE BENEFITS

9.1 Offers of Employment. Not later than ten (10) Business Days prior to the Closing, Purchaser shall offer employment by Purchaser to each of the Employees who remain employed by Seller as of a recent date, as specified by Seller to Purchaser at least three Business Days in advance of Purchaser commencing delivery of such offers of employment, such employment to commence immediately following the Closing. Seller shall deliver to Purchaser with such listing of Employees as of such date a reconciliation of such list with the list of Employees delivered to Purchaser pursuant to Section 5.14. Purchaser shall likewise deliver as soon as practicable such an offer to any individual not included on such list but who is an Employee as of the Closing Date. Each such offer of employment shall be at the same salary or hourly wage rate and position in effect immediately prior to the Closing. Such individuals who accept such offer of employment are hereinafter referred to as the "Transferred Employees." Pursuant to the "Standard Procedure" provided in Section 5 of Revenue Procedure 96-60, 1996-2 C.B. 399, (i) Purchaser and Seller shall report on a predecessor/successor basis as set forth therein, (ii) Seller will not be relieved from filing a Form W-2 with respect to any Transferred Employees, and (iii) Purchaser will undertake to file (or cause to be filed) a Form W-2 for each such Transferred Employee with respect to the portion of the year during which such Employees are employed by Purchaser that includes the Closing Date, excluding the portion of such year that such Employee was employed by Seller. Purchaser shall enter into an employment agreement with each Employee who is a physician that, subject to compliance review, contains substantially similar compensation terms as such Employee's employment agreement with Seller.

9.2 Employment Terms; Employee Benefits.

(a) Purchaser shall provide, or cause to be provided, for a period ending not earlier than the end of the third month following the Closing Date or such longer period of time required by applicable Law, to each of the Transferred Employees, base wage and salary levels provided to such Employees immediately prior to Closing. Purchaser shall provide each Transferred Employee with employee benefits consistent with similarly-situated employees of Purchaser (provided that nothing in this Section 9.2 shall require Purchaser to pay severance to any Transferred Employee).

(b) For purposes of eligibility and vesting (but not benefit accrual) under the employee benefit plans of Purchaser providing benefits to Transferred Employees (the "Purchaser Plans"), Purchaser shall credit each such Transferred Employee with his or her years of service with Seller or any ERISA Affiliate and any predecessor entities, to the same extent as such Transferred Employee was entitled immediately prior to the Closing to credit for such service under any similar Employee Benefit Plan provided that the foregoing shall not apply to the extent it would result in any duplication of benefits for the same period of service. Purchaser shall (i) cause to be waived any applicable pre-existing condition exclusions and waiting periods with respect to participation and coverage requirements in any welfare benefit plan of Purchaser that a

Transferred Employee is eligible to participate in following the Closing Date to the extent such exclusions or waiting periods were inapplicable to, or had been satisfied by, such Employee immediately prior to the Closing Date under the analogous Employee Benefit Plan in which such Employee participated or was eligible to participate and (ii) provide each such Transferred Employee with credit for any co-payments and deductible amounts paid prior to the Closing Date (to the same extent such credit was given under the analogous Employee Benefit Plan prior to the Closing Date) in satisfying any applicable deductible or out-of-pocket requirements.

(c) Effective as of the Closing Date, Purchaser shall have, or shall cause one of its Affiliates to have, in effect flexible spending reimbursement accounts under a cafeteria plan qualified under Section 125 of the Code (the "Purchaser Cafeteria Plan") in which the Transferred Employees can participate. Purchaser shall, or shall cause one of its Affiliates to, allow Transferred Employees who participated as of the Closing Date (collectively, the "Cafeteria Plan Participants") in a Seller employee benefit plan that is qualified under Section 125 of the Code (a "Seller Cafeteria Plan") to participate in the Purchaser Cafeteria Plan effective as of the Closing Date. During the period from the Closing Date until the last day of the plan year of the Seller Cafeteria Plan that commenced immediately prior to the Closing Date, Purchaser shall, or shall cause one of its Affiliates to, continue the salary reduction elections made by the Cafeteria Plan Participants as in effect as of the Closing Date, and to allow each Cafeteria Plan Participant to receive reimbursement from such participant's flexible spending reimbursement account under the Purchaser Cafeteria Plan on the same terms and conditions as would have been applicable to such participant had such participant continued to be employed by Seller during such period. As soon as practicable following the Closing Date, Seller shall transfer to Purchaser the excess, if any, of the aggregate accumulated contributions to the flexible spending reimbursement accounts made by Cafeteria Plan Participants prior to the Closing during the plan year in which the Closing occurs over the aggregate reimbursement payouts paid to the Cafeteria Plan Participants for such plan year from such accounts prior to the Closing.

(d) Subject to Seller's compliance with Section 9.1 and except as provided in Section 9.2(a), nothing contained in this Agreement shall be construed (i) to prevent the termination of employment of any individual Employee or Transferred Employee, (ii) to grant any Employee a right to continued employment with Purchaser or (iii) to limit the ability of Purchaser to amend or terminate any benefit or compensation program, and nothing contained herein shall be construed as an amendment to or modification of any such plan.

ARTICLE X

CONDITIONS TO CLOSING

10.1 Conditions Precedent to Obligations of Purchaser. The obligation of Purchaser to consummate the Contemplated Transactions as provided by this Agreement is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser in whole or in part to the extent permitted by applicable Law):

(a) The representations and warranties of Seller set forth in Sections 5.1 (Organization and Good Standing), 5.2 (Authorization of Agreement), 5.3 (Contravention; Consents of Third Parties; Contractual Consents), 5.4 (Financial Statements) and 5.15 (Compliance with Laws) (collectively, the "Fundamental Representations and Warranties"), as they are qualified by materiality and by Knowledge of Seller, shall be true and correct at and as of the date hereof and at and as of the Closing, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date) and Purchaser shall have received a certificate signed by an authorized officer of Seller, dated the Closing Date, to the foregoing effect.

(b) The representations and warranties of Seller set forth in this Agreement other than the Fundamental Representations and Warranties (the "Non-Fundamental Representations and Warranties") that are qualified as to materiality shall be true and correct, and the Non-Fundamental Representations and Warranties not so qualified shall be true and correct in all material respects, at and as of the Closing Date as though made on the Closing Date, except to the extent such representations and warranties relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, on and as of such earlier date), and Purchaser shall have received a certificate signed by an authorized officer of Seller, dated the Closing Date, to the foregoing effect; provided, however, that this condition shall be deemed to be satisfied unless any breaches of such representations or warranties individually or in the aggregate have had or are reasonably likely to have a Material Adverse Effect.

(c) Seller shall have performed and complied in all respects with all obligations and agreements required in this Agreement to be performed or complied with by it prior to the Closing Date and Purchaser shall have received a certificate signed by an authorized officer of Seller, dated the Closing Date, to the foregoing effect.

(d) Seller shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Section 4.2.

(e) There shall have been no Material Adverse Effect since the Seller Balance Sheet Date, nor shall any event have occurred which would reasonably be expected to result in a Material Adverse Effect.

(f) Purchaser shall have received issued title policies in the form of the title insurance commitment, dated May 31, 2011, issued by First American Title Insurance Company, subject only to Permitted Exceptions.

10.2 Conditions Precedent to Obligations of Seller. The obligation of Seller to consummate the Contemplated Transactions as provided by this Agreement are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by Seller in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of Purchaser set forth in this Agreement qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, at and as of the Closing Date as though made on the Closing Date, except to the extent such representations and warranties relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, on and as of such earlier date), and Seller shall have received a certificate signed by an authorized officer of Purchaser, dated the Closing Date, to the foregoing effect;

(b) Purchaser shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date, and Seller shall have received a certificate signed by an authorized officer of Purchaser, dated the Closing Date, to the foregoing effect;

(c) Purchaser shall have delivered, or caused to be delivered, to Seller all of the items set forth in Section 4.3; and

(d) At or prior to the Closing, Purchaser shall have cured, or made arrangements reasonably satisfactory to Seller, to promptly cure, any and all defaults under the Purchased Contracts, Personal Property Leases, Purchased Real Property Leases, Purchased Permits or Purchased Intellectual Property that are required to be cured under the Bankruptcy Code, so that they may be assumed by Seller and assigned to Purchaser in accordance with the provisions of section 365 of the Bankruptcy Code.

10.3 Conditions Precedent to Obligations of Purchaser and Seller. The respective obligations of Purchaser and Seller to consummate the Contemplated Transactions as provided by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived jointly by Purchaser and Seller in whole or in part to the extent permitted by applicable Law):

(a) there shall not be in effect any Order by a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Contemplated Transactions;

(b) the Bankruptcy Court shall have entered the Sale Order;

(c) the waiting period applicable to the Contemplated Transactions by this Agreement under the HSR Act, if any, shall have expired or early termination in respect thereof shall have been granted; and

(d) the parties shall have received the consents or approvals required by Section 5.3, if applicable, and the consents, approvals, licenses or Permits, or waivers thereof, of the Governmental Bodies identified in Schedule 10.3(d) and shall have given the notices required by Schedule 10.3(d), and none of the Healthcare Regulatory Consents shall contain any extraordinary restrictions on Purchaser's operation of the Business not contemplated by this Agreement.

10.4 Frustration of Closing Conditions. Neither Seller nor Purchaser may rely on the failure of any condition set forth in Section 10.1, 10.2 or 10.3, as the case may be, to excuse it from consummating the Contemplated Transactions if such failure was caused by such party's failure to comply with any provision of this Agreement.

ARTICLE XI

INDEMNIFICATION; REMEDIES

11.1 Survival. Notwithstanding any right of any party to fully investigate the affairs of another party and notwithstanding any knowledge of facts determined or determinable by such party pursuant to such investigation or right of investigation, each party has the right to rely fully upon the representations, warranties, covenants and agreements of each other party in this Agreement, the Seller Documents or the Purchaser Documents, as applicable, the Seller Disclosure Schedule, the Purchaser Disclosure Schedule or in any certificate, financial statement, instrument or other document delivered by any party pursuant hereto. All such representations, warranties, covenants and agreements shall survive the execution and delivery hereof and the Closing hereunder, subject to the limitations set forth in Section 11.4.

11.2 Indemnification.

(a) Obligation of Seller to Indemnify. After the Closing Date, Seller shall indemnify, defend and hold harmless Purchaser (and its directors, officers, stockholders, employees, agents, Affiliates and assigns, and Cerberus Capital Management and its directors, officers, stockholders, employees, agents, Affiliates and assigns) (collectively, the "Purchaser Parties") from and against all losses, liabilities, damages, deficiencies, costs or expenses, including interest and penalties imposed or assessed by any judicial or administrative body and reasonable attorneys' fees, whether or not arising out of third-party claims and including all amounts paid in investigation, defense or settlement of the foregoing pursuant to ARTICLE XI ("Losses") resulting from, based upon or relating to:

(i) any misrepresentation or breach, as of the date of this Agreement or as of the Closing Date, of any representation or warranty of Seller contained in this Agreement, the Seller Disclosure Schedule, the Seller

Documents or any certificate, financial statement, instrument or other document furnished by Seller to Purchaser pursuant to this Agreement or the Seller Documents;

(ii) any failure to perform any covenant or agreement of Seller contained in this Agreement, the Seller Documents or any certificate, financial statement, instrument or other document furnished by Seller to Purchaser pursuant to this Agreement or the Seller Documents; and

(iii) any Excluded Asset or Excluded Liability, including, without limitation, any and all liabilities and obligations for Taxes arising from or with respect to the Purchased Assets or the Business which are included in or attributable to a Pre-Closing Tax Period, subject to the limitations set forth in Section 2.3(d) and ARTICLE XII hereof.

(b) Obligation of Purchaser to Indemnify. After the Closing Date, Purchaser shall indemnify, defend and hold harmless Seller (and its directors, officers, employees, agents, Affiliates and assigns) (collectively, the "Seller Parties") from and against all Losses (as defined in Section 11.2(a)), resulting from, based upon or relating to:

(i) any misrepresentation or breach, as of the date of this Agreement or as of the Closing Date, of any representation or warranty of Purchaser contained in this Agreement, the Purchaser Documents or any certificate, instrument or other document furnished by Purchaser to Seller pursuant to this Agreement or the Purchaser Documents; and

(ii) any failure to perform any covenant or agreement of Purchaser contained in this Agreement, the Purchaser Documents or any certificate, instrument or other document furnished by Purchaser to Seller pursuant to this Agreement or the Purchaser Documents.

11.3 Satisfaction of Indemnification Claims. Subject to Section 11.4, any claim against Seller Parties for Losses under Section 11.2(a) shall be payable solely from the Retained Deposit prior to the payment thereof as provided for in Section 3.2. Subject to Section 11.4, any claim against Purchaser Parties for Losses under Section 11.2(b) shall be payable by Purchaser in cash, by wire transfer, check or other method acceptable to Seller.

11.4 Limitation on Indemnification. The indemnification obligations of the parties under this ARTICLE XI shall be subject to the following limitations:

(a) Time Limitations on Claims. No indemnification shall be payable pursuant to Section 11.2 with respect to claims made following the Escrow Expiration Date.

(b) Threshold on Losses. No Losses shall be paid pursuant to Section 11.2 unless and until the aggregate claims for Losses exceed \$100,000, after which the

Seller Parties or the Purchaser Parties, as the case may be, shall, subject to Section 11.4(c), be entitled to all Losses in excess of \$100,000.

(c) Ceiling on Claims for Purchaser Parties' Losses. The maximum aggregate liability of Seller for indemnification to Purchaser Parties under Section 11.2(a) shall not exceed \$500,000.

11.5 Indemnification Procedures.

(a) Notice of Claim. Promptly after receipt of notice of any Losses for which a Seller Party or a Purchaser Party seeks indemnification hereunder (any such Party for purposes of this Section 11.5, an "Indemnified Party"), such Party shall give written notice thereof to the Purchaser or the Seller, as the case may be (either being the "Indemnifying Party" for purposes of this Section 11.5), demanding payment of an indemnification claim arising under Section 11.2(a) or 11.2(b), as the case may be (a "Demand"), and, if the Escrow Expiration Date has not elapsed and the claim is made by an Indemnified Party that is a Purchaser Party, copying the Escrow Agent. Such Demand shall describe in reasonable detail the nature of the claim, an estimate of the amount of Losses attributable to such claim and the basis of the Indemnified Party's request for indemnification under this Agreement. No delay on the part of an Indemnified Party in notifying the Indemnifying Party under this Section 11.5 shall relieve any party from any obligation hereunder, except to the extent that an Indemnified Party shall have been adversely affected by such delay.

(b) Response to a Demand. The Indemnifying Party may reply to a Demand made under Section 11.5(a) hereof by written notice given to the Indemnified Party and, if the Escrow Expiration Date has not elapsed and a Purchaser Party is the Indemnified Party, the Escrow Agent, which notice shall state (i) whether the Indemnifying Party agrees or disagrees that the claim asserted is a valid claim under this Agreement and agrees or disagrees with respect to the amount of the Losses in such Demand and (ii) if the Indemnifying Party disagrees with either the validity of such claim or the amount of such Losses, the basis for such disagreement.

(i) If the Indemnified Party is a Purchaser Party, the Escrow Expiration Date has not elapsed, and if Seller does not give such Indemnified Party and the Escrow Agent a notice disputing such Demand specifying the nature and amount of such dispute within thirty (30) days after receipt of the Demand (the "Indemnity Notice Period") or if Seller gives notice that such Demand is uncontested, then the Escrow Agent shall release from the Deposit and deliver to Purchaser the amount of the Losses stated in the Demand (to the extent that such Losses do not exceed the Retained Deposit). If the notice from Seller admits that a portion of the Demand is a valid claim under Section 11.2(a) of this Agreement and the remaining portion of the Demand is disputed, the Escrow Agent shall disburse to Purchaser only such amounts from the Retained Deposit as are allocable to mutually agreed Losses (to the extent that such agreed Losses do not exceed the Retained Deposit) and the disputed portion of such Demand shall be resolved in accordance with Section 11.5(c).

(ii) If the Indemnified Party is a Seller Party, and the Indemnifying Party does not give the Indemnified Party a notice disputing such Demand and specifying the nature and amount of such dispute within the Indemnity Notice Period or the Indemnifying Party gives notice that such Demand is uncontested, then the Indemnifying Party shall deliver payment to the Indemnified Party in cash an amount equal to the value of the Losses stated in the Demand within the fifteen (15) days of the earlier of expiration of such Indemnity Notice Period or notice that the Demand is uncontested. If the notice from the Indemnifying Party admits that a portion of the Demand is a valid claim under Section 11.2(b), and the remaining portion of the Demand is disputed, the Indemnifying Party shall pay to the Indemnified Party in cash an amount equal to the value of the Losses as are allocable to mutually agreed upon Losses within the fifteen (15) days of delivery of such notice from the Indemnifying Party and the disputed portion of such Demand shall be resolved in accordance with Section 11.5(c).

(c) Disputed Claims. If the notice given by the Indemnifying Party as provided in Section 11.5(b) hereof disputes all or part of the claim or claims asserted in the Demand by the Indemnified Party or the amount of Losses thereof, within the Indemnity Notice Period (a "Disputed Claim"), then, to the extent of the disputed portion of the Demand, the Demand shall be treated as a Disputed Claim and, if a Purchaser Party is the Indemnified Party and the Escrow Expiration Date has not elapsed, the amount of such claim shall be held by the Escrow Agent. The Parties hereto shall make a reasonable good faith effort to resolve their differences for a period of thirty (30) days following the Indemnity Notice Period asserting a Disputed Claim. Subject to the provisions of Sections 11.3 and 11.4, the Escrow Agent shall not disburse any Escrow Funds as to a Disputed Claim until the final adjudication of Seller's liability to a Purchaser Party.

(d) Third Party Claims. In the event that any Legal Proceedings shall be instituted by any third party in respect of Losses for which payment may be sought under Section 11.2 hereof (a "Third Party Claim"), the Indemnified Party shall reasonably and promptly cause written notice of the assertion of any Third Party Claim of which it has knowledge which is covered by this indemnity to be forwarded to the Indemnifying Party. The Indemnifying Party shall have the right, at its sole option and expense, to be represented by counsel of its choice, which must be reasonably satisfactory to the Indemnified Party, and to defend against, negotiate, settle or otherwise deal with any Third Party Claim which relates to any Losses indemnified against hereunder. An election to assume the defense of such claim or demand shall be an admission that such claim is within the scope of the indemnification obligations hereunder of the Indemnifying Party. If the Indemnifying Party elects to defend against, negotiate, settle or otherwise deal with any Third Party Claim which relates to any Losses indemnified against hereunder, it shall within thirty (30) days (or sooner, if the nature of the Third Party Claim so requires) notify the Indemnified Party of its intent to do so. If the Indemnifying Party elects not to defend against, negotiate, settle or otherwise deal with any Third Party Claim which relates to any Losses indemnified against hereunder, the Indemnified Party may defend against, negotiate, settle or otherwise deal with such

Third Party Claim. If the Indemnifying Party has assumed the defense of any Third Party Claim, the Indemnified Party may participate, at his or its own expense, in the defense of such Third Party Claim; provided, however, that the Indemnified Party shall be entitled to participate in any such defense with separate counsel at the expense of the Indemnifying Party if (i) so requested by the Indemnifying Party to participate or (ii) in the reasonable opinion of counsel to the Indemnified Party a conflict or potential conflict exists between the Indemnified Party and the Indemnifying Party that would make such separate representation advisable; and provided, further, that the Indemnifying Party shall not be required to pay for more than one such counsel for all Indemnified Parties in connection with any Third Party Claim. The parties hereto agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any such Third Party Claim. Notwithstanding anything in this Section 11.5 to the contrary, neither the Indemnifying Party nor the Indemnified Party shall, without the written consent of the other party, settle or compromise any Third Party Claim or permit a default or consent to entry of any judgment unless the claimant and such party provide to such other party an unqualified release from all liability in respect of the Third Party Claim. Notwithstanding the foregoing, if a settlement offer solely for money damages is made by the applicable third party claimant, and the Indemnifying Party notifies the Indemnified Party in writing of the Indemnifying Party's willingness to accept the settlement offer and pay the amount called for by such offer, and the Indemnified Party declines to accept such offer, the Indemnified Party may continue to contest such Third Party Claim, free of any participation by the Indemnifying Party, and the amount of any ultimate liability with respect to such Third Party Claim that the Indemnifying Party has an obligation to pay hereunder shall be limited to the lesser of (A) the amount of the settlement offer that the Indemnified Party declined to accept plus the Losses of the Indemnified Party relating to such Third Party Claim through the date of its rejection of the settlement offer or (B) the aggregate Losses of the indemnified party with respect to such Third Party Claim. If the Indemnifying Party makes any payment on any Third Party Claim, the Indemnifying Party shall be subrogated, to the extent of such payment, to all rights and remedies of the Indemnified Party to any insurance benefits or other claims of the Indemnified Party with respect to such Third Party Claim. After any final decision, judgment or award shall have been rendered by a Governmental Body of competent jurisdiction and the expiration of the time in which to appeal therefrom, or a settlement shall have been consummated, or the Indemnified Party and the Indemnifying Party shall have arrived at a mutually binding agreement with respect to a Third Party Claim hereunder, the Indemnified Party shall forward to the Indemnifying Party notice of any sums due and owing by the Indemnifying Party pursuant to this Agreement with respect to such matter.

11.6 Calculation of Losses. The amount of any Losses for which indemnification is provided under this ARTICLE XI shall be net of any amounts actually recovered or recoverable by the Indemnified Party under insurance policies or otherwise with respect to such Losses (net of any Tax or expenses incurred in connection with such recovery).

11.7 Tax Treatment of Indemnity Payments. Seller and Purchaser agree to treat any indemnity payment made pursuant to this ARTICLE XI as an adjustment to the Purchase Price solely for federal, state, local and foreign income tax purposes.

11.8 Exclusivity. Except for claims for fraud, fraudulent concealment, intentional misrepresentation or willful misconduct, and subject to Section 11.10, the indemnities set forth in this ARTICLE XI shall be the exclusive remedies of the parties from and after the Closing for any misrepresentation, breach of warranty or nonfulfillment or failure to perform any covenant or agreement contained in this Agreement, and the parties shall not be entitled to any further indemnification rights or claims of any nature whatsoever in respect thereof.

11.9 No Consequential Damages. Notwithstanding anything to the contrary elsewhere in this Agreement, no party shall, in any event, be liable to any other Person for any consequential, incidental, indirect, special or punitive damages of such other Person, including loss of future revenue, income or profits, diminution of value or loss of business reputation or opportunity relating to the breach or alleged breach hereof.

11.10 Specific Performance.

(a) The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms (including failing to take such actions as are required of them hereunder to consummate the Contemplated Transactions) or were otherwise breached. In the event of any breach or threatened breach by any other party of any covenant or obligation contained in this Agreement, the non-breaching party shall be entitled to specific performance of the observance and performance of such covenant or obligation.

(b) Each party acknowledges and agrees that (i) it will not oppose any relief or remedy referred to in this Section 11.10 on the grounds that any other remedy is available at law or in equity, and (ii) no party hereto will be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 11.10 (and it hereby irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument). A party that obtains specific performance of any covenant or obligation also shall be entitled to receive an award of reasonable attorneys' fees and costs incurred in obtaining specific performance.

(c) If Seller or Purchaser terminates this Agreement as permitted by this Agreement, then the party so terminating this Agreement may not thereafter seek specific performance of this Agreement or any covenant or obligation hereunder.

ARTICLE XII

TAXES

12.1 Transfer Taxes. Purchaser shall be responsible for (and shall indemnify and hold harmless Seller and its directors, officers, employees, Affiliates, agents, successors and permitted assigns against) any sales, use, stamp, documentary stamp, filing, recording, transfer or similar fees or taxes or governmental charges (including any interest and penalty thereon) payable in connection with the Contemplated Transactions

(“Transfer Taxes”). To the extent that any Transfer Taxes are required to be paid by Seller (or such Transfer Taxes are assessed against Seller), Purchaser shall promptly reimburse Seller, as applicable, for such Transfer Taxes. Seller and Purchaser shall cooperate and consult with each other prior to filing any Tax Returns in respect of Transfer Taxes. Seller and Purchaser shall cooperate and otherwise take commercially reasonable efforts to obtain any available refunds to Transfer Taxes.

12.2 Taxes. Purchaser shall be responsible for all real and personal property Taxes or similar ad valorem obligations levied with respect to the Purchased Assets for any taxable period that includes the Closing Date and ends after the Closing Date, whether imposed or assessed before or after the Closing Date. If any Taxes subject to this Section 12.2 are paid prospectively by Seller, the amount of such Taxes paid shall be paid promptly by Purchaser to Seller.

12.3 Purchase Price Allocation. Purchaser shall prepare or cause to be prepared a statement (the “Allocation Statement”) allocating among the Purchased Assets the Purchase Price (including, without limitation, all Assumed Liabilities) for the Purchased Assets as set forth in this Agreement. Such statement shall be prepared in accordance with the provisions of Section 1060 of the Code and the Treasury Regulations thereunder. Purchaser shall provide a copy of such Allocation Statement to Seller. Purchaser and, if applicable, Seller, shall file or cause to be filed IRS Form 8594 for its taxable year that includes the Closing Date in a manner consistent with the allocation set forth on the Allocation Statement. Purchaser and Seller shall not take any position on any Tax Return or in the course of any Tax audit, review, or litigation inconsistent with the allocation provided in the Allocation Statement. In the event that any adjustment is required to be made to the Allocation Statement as a result of the payment of any additional purchase price for the Purchased Assets or otherwise, Purchaser shall prepare or cause to be prepared, and shall provide to the Seller, a revised Allocation Statement reflecting such adjustment. Purchaser and, if applicable, Seller, shall file or cause to be filed a revised IRS Form 8594 reflecting such adjustment for its taxable year that includes the event or events giving rise to such adjustment. Purchaser and Seller shall not take any position on any Tax Return or in the course of any Tax audit, review, or litigation inconsistent with the allocation provided in the revised Allocation Statement.

12.4 Cooperation. Purchaser, Seller and the Subsidiaries of Seller shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with the filing of Tax Returns pursuant to ARTICLE XII and any audit, litigation or other proceeding with respect to Taxes. Subject to Section 8.16 regarding the retention period for Seller’s records, such cooperation shall include the retention and (upon the other party’s request) the provision of records and information which are reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

ARTICLE XIII

MISCELLANEOUS

13.1 Expenses. Except as otherwise provided in this Agreement, each of Seller and Purchaser shall bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the Contemplated Transactions.

13.2 Submission to Jurisdiction; Consent to Service of Process. Without limiting any party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Contemplated Transactions, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 13.6; provided, however, that if the Bankruptcy Case has closed, the parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the state court of competent jurisdiction sitting in Norfolk or Suffolk County (Massachusetts) and any appellate court from any thereof, for the resolution of any such claim or dispute. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 13.6.

13.3 Waiver of Right to Trial by Jury. Each party to this Agreement waives any right to trial by jury in any action, matter or proceeding regarding this Agreement or any provision hereof.

13.4 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules and exhibits hereto) and the Confidentiality Agreement represent the entire understanding and agreement among the parties hereto with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or

subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

13.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts applicable to contracts made and performed in such Commonwealth, without regard to the conflict of laws provisions thereof.

13.6 Notices. All notices required and other communications provided for by this Agreement will be in writing, will be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and will be either (i) delivered by hand (ii) made by facsimile transmission, (iii) sent by overnight courier, or (iv) sent by certified mail, return receipt requested, postage prepaid:

If to Seller, to:

Quincy Medical Center, Inc.
114 Whitwell Street
Quincy, MA 02169
Attn: Interim CEO
Fax:

With a copy not constituting
notice to:

Mintz Levin
One Financial Center
Boston, MA 02111
Attn: Stephen M. Weiner, Esq.
Fax: (617) 542-2241

If to Purchaser, to:

Steward Medical Holdings Subsidiary Five, Inc.
c/o Steward Health Care System LLC
500 Boylston Street, 5th Floor
Boston, MA 02116
Attn: Joseph Maher, Esq.
Fax: (617) 419-4800

With a copy not constituting
notice to:

Edwards Angell Palmer & Dodge LLP
111 Huntington Avenue
Boston, MA 02199
Attn: Gerald Hendrick, Esq.
Fax: (888) 325-9111

or such other address as either party will advise the other party by notice delivered in accordance with the foregoing.

All notices and other communications hereunder will be deemed to have been given (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (ii) if made by facsimile transmission, at the time that receipt thereof has been acknowledged by electronic confirmation or otherwise, (iii) if sent by courier, on the next business day; or (iv) if sent by certified mail, on the fifth business day following the day such mailing is made.

13.7 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Contemplated Transactions is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the Contemplated Transactions are consummated as originally contemplated to the greatest extent possible.

13.8 Binding Effect; No Third-Party Beneficiaries; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, provided however that Purchaser's obligations and performance under this Agreement are subject to the approval of the Bankruptcy Court as contemplated by ARTICLE VII. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person or entity not a party to this Agreement except as provided below. No assignment of this Agreement or of any rights or obligations hereunder may be made by either Seller or Purchaser (by operation of law or otherwise) without the prior written consent of the other party hereto and any attempted assignment without the required consents shall be void; provided, however, that Purchaser may assign its right to acquire any or all of the Purchased Assets and its other rights hereunder to an entity wholly owned by it that also assumes all of Purchaser's obligations hereunder (but such assumption shall not relieve Purchaser of its obligations hereunder), with the consent of Seller, which shall not be unreasonably withheld. No permitted assignment of any rights hereunder and/or assumption of obligations hereunder shall relieve the parties hereto of any of their obligations. Upon any such permitted assignment, the references in this Agreement to Purchaser shall also apply to any such assignee unless the context otherwise requires.

13.9 No Personal Liability. In entering into this Agreement, the parties understand, agree and acknowledge that no director, trustee, officer, manager, member, employee, shareholder, attorney, accountant, advisor or agent of any party hereto shall be personally liable or responsible to any other party or its Affiliates, directors, trustees, officers, managers, members, employees, shareholders, attorneys, accountants, advisors or agents for the performance of any obligation under this Agreement of any party to this Agreement or the truth, completeness or accuracy of any representation or warranty contained in, or statement made in, this Agreement or any document prepared pursuant

hereto and that all obligations hereunder are those of the named parties only (but nothing contained herein shall limit the liability of any person for his or her fraudulent acts).

13.10 Estate Representative. For purposes of Seller's enforcement of this Agreement, Seller shall be deemed to include any successor or assign of Seller or any authorized representative of Seller's bankruptcy estate, including without limitation any chapter 7 or chapter 11 trustee appointed in the Bankruptcy Case or any estate representative appointed under a chapter 11 plan of Seller.

13.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as a sealed instrument by their respective officers thereunto duly authorized, as of the date first written above.

SELLER:

Quincy Medical Center, Inc.

By: *Grace Murphy McAuliffe*
Name: Grace Murphy McAuliffe 6/30/11
Its: CHAIR, Board of Trustees

QMC ED Physicians, Inc.

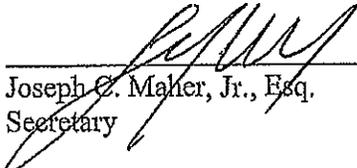
By: *John N. Kastanis*
Name: John N. Kastanis
Its: President

Quincy Physician Corporation

By: *John N. Kastanis*
Name: John N. Kastanis
Its: President

PURCHASER:

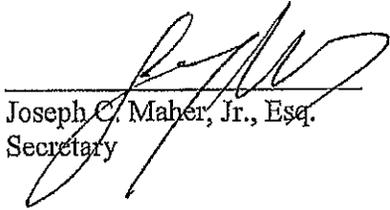
Steward Medical Holdings Subsidiary Five, Inc.

By: 
Name: Joseph C. Maher, Jr., Esq.
Its: Secretary

STEWARD:

Steward Medical Holdings LLC

By: Steward Health Care System LLC, its
Managing Member

By: 
Name: Joseph C. Maher, Jr., Esq.
Its: Secretary

Solely for purposes of Sections 3.2, 3.4 and 11.5:

ESCROW AGENT:

First American Title Insurance Company

By: John Allan
Name: John Allan
Its: Underwriting Counsel

EXHIBIT A
BILL OF SALE

(To be completed prior to Closing)

EXHIBIT B
ASSIGNMENT AND ASSUMPTION AGREEMENT

(To be completed prior to Closing)

EXHIBIT C

FORM OF DEED

(To be completed prior to Closing)

EXHIBIT D

MEDICAL SERVICES AGREEMENT

(In process)