

SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT (this "Amendment") made effective as of the 7th day of September, 2011 by and among Quincy Medical Center, Inc., QMC ED Physicians, Inc., and Quincy Physician Corporation, each a Massachusetts nonprofit corporation (collectively "QMC" or "Seller"), Quincy Medical Center, A Steward Family Hospital, Inc., f/k/a Steward Medical Holdings Subsidiary Five, Inc., a Delaware corporation ("Purchaser"), and Steward Medical Holdings LLC, a Delaware limited liability company ("Steward"), as an amendment to the Asset Purchase Agreement dated as of June 30, 2011 (as amended from time to time, the "Agreement") by and between Seller and Purchaser. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Agreement.

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

WHEREAS, pursuant to the Agreement, Seller has agreed to sell to Purchaser, and Purchaser has agreed to purchase from Seller, the Hospital and substantially all of Seller's assets used to operate the Hospital and the Business.

WHEREAS, Seller is a debtor and debtor-in-possession in a Chapter 11 bankruptcy case pending in the Bankruptcy Court, Case No. 11-16394-MSH, and on July 1, 2011 filed the Sale Motion [Docket No. 8] to obtain Bankruptcy Court authority to sell the Purchased Assets to Purchaser in accordance with the Agreement.

WHEREAS, Seller and Purchaser desire to amend the Agreement to address certain matters that have arisen since the execution of the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, including without limitation the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

1. **Section 1.1 Certain Definitions.** The following definitions shall be added to Section 1.1:

"Change in Control Transaction" means (i) a sale, transfer, lease, or other assignment of all or substantially all of the assets of the Purchaser to any Person which is not an Affiliate of Steward Health Care System LLC or Steward Medical Holdings LLC (a "Third Party"), (ii) a sale of any interests representing more than 50% of the voting interest in Purchaser to a Third Party or, if an Affiliate of Purchaser is operating Purchaser, a sale of any interests representing more than 50% of the voting interest in such Affiliate to any Third Party, or (iii) a reorganization, merger, consolidation, issuance of shares, or any other transaction involving Purchaser as a result of which Steward Health Care System LLC or any of its Affiliates does not hold more than 50% of the voting securities of the resulting or surviving entity. Notwithstanding the foregoing, a Change in Control Transaction shall exclude any of the foregoing described transactions in which Purchaser becomes a party, whether directly or indirectly, as part of a change in control transaction entered into by Steward Health Care System LLC or Steward Medical Holdings LLC and their Affiliates."

"MNA" has the meaning set forth in Section 8.22.

"Named Portions" has the meaning set forth in Section 8.20(l).

2. Section 3.1(a)(ii) Consideration. The words "after October 1, 2011 and" shall be inserted immediately after the words "the Effective Time is."

3. Schedule 8.20(a). Schedule 8.20(a) shall be relabeled as Schedule 8.20(i).

4. Section 8.20(a). The current Section 8.20(a) shall be deleted in its entirety and replaced with the following:

(a) Subject to the provisions of Section 8.20(d), from the Closing Date until the tenth 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 (including a 22-bed inpatient, geriatric psychiatry unit), maintaining at least the same the level of community benefits and charity care as Seller currently provides consistent with the Attorney General's Community Benefit Guidelines for Non Profit Hospitals, and using the name "Quincy Medical Center" or some reasonably similar words in its name (hereinafter the "Successor Hospital"). From the Closing Date until the fifth anniversary of the Closing Date Purchaser shall not engage in a Change in Control Transaction.

5. Section 8.20(b). The following sentence shall be inserted at the end of the current Section 8.20(b): "To the extent that, by the fifth anniversary of the Closing Date, Purchaser shall have failed to expend or commit to expend funds pursuant to and in accordance with this Section 8.20(b), Purchaser shall contribute such shortfall to a non-profit health care organization or organizations subject to the general charitable oversight of the AGO, after Purchaser shall have notified the AGO of such shortfall and the charity which Purchaser has selected to receive the contribution, and the AGO shall have approved the charity so selected."

6. Section 8.20(c). The following sentence shall be inserted at the end of the current Section 8.20(c): "In addition, Purchaser shall expend or commit to expend a total aggregate amount of at least \$10,000,000 over such five year period, unless the Successor Hospital is closed pursuant to the terms of Section 8.20(d)."

7. Section 8.20(d). The second to last sentence of Section 8.20(d) shall be deleted in its entirety and replaced with the following: "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 Purchaser has provided DPH, with a copy to the Massachusetts Attorney General, with (i) a written notice of Purchaser's intent to close or limit the services provided at the Successor Hospital (a "Closure Notice"), not less than six (6) months prior to the date upon which Purchaser intends to take such action and (ii) a written notice that the financial performance of the Successor Hospital for the then-current fiscal year is projected to result in a negative operating margin, with such notice to include financial statements and supporting documentation to establish the basis of such negative operating margin and an analysis of the impact of utilization, payer mix, and changes in labor or supply cost on the financial performance of the Successor Hospital and its operating margin, such notice to be provided not less than eighteen months prior to the submission of the Closure Notice."

8. Additions to Section 8.20. The following new Sections 8.20(i), 8.20(j), 8.20(k) and 8.20(l) shall be added to Section 8.20, immediately following Section 8.20(h):

(i) Community Benefit and Charity Care. For so long as the Purchaser operates the Successor Hospital, it shall (i) maintain community benefit programs consistent with those currently provided by the Hospital, including, Seller's current Asian outreach services (which include the funding of an Asian Outreach Coordinator position, a chest clinic, and the provision and training of volunteer medical interpreters) with such changes over time that may be necessary or appropriate to ensure that such programs remain properly aligned with the needs and interests of the Successor Hospital's patients, the broader community, and the operations of the Successor Hospital in the ordinary course of business, (ii) continue to accept Medicare and Medicaid patients consistent with current Hospital practices and emergency patients regardless of ability to pay consistent with applicable law, (iii) provide culturally and linguistically appropriate services consistent with those currently provided at the Hospital, (iv) adopt and implement community benefit and charity care policies that are similar to those in effect at other Steward Health Care System hospitals and generally consistent with the Seller's current policies set forth on Schedule 8.20(i), and (v) comply with the Attorney General's Community Benefit Guidelines for Non Profit Hospitals.

(j) Regulatory Cooperation. Purchaser confirms that it shall, notwithstanding its for-profit status, fully cooperate with any investigation, inquiry, study, report, or evaluation conducted by the Massachusetts Attorney General under her office's oversight authority of the non-profit charitable hospital industry to the same extent and subject to the same protections and privileges as if Purchaser were a public charity.

(k) Obligations of Successors. In connection with any Change in Control Transaction, Purchaser or any Affiliate of Purchaser, as applicable, shall (i) give 90 days prior written notice of the closing of such Change in Control Transaction to the Attorney General and (ii) require, as a condition of such Change in Control Transaction, that any successor in interest to Purchaser abide by the terms and conditions of Sections 8.20(i) and 8.20(j), hereof, and consent to the right of the AGO to enforce such provisions; provided however, if Purchaser engages in a Change in Control Transaction before the tenth anniversary of the Closing Date, then Purchaser, or any Affiliate of Purchaser, as applicable, shall also require, as a condition of such Change in Control, that any successor in interest abide by the terms and conditions of Section 8.20(a), Section 8.20(c), 8.20(d), Section 8.20(e), and Section 8.20(l) of this Agreement and consent to the right of the Attorney General to enforce such provisions, unless prior to the occurrence of such Change in Control Transaction, Purchaser or any Affiliate of Purchaser has satisfied the criteria (including submission of the notices) set forth in Section 8.20(d) to the extent that would permit Purchaser or any Affiliate of Purchaser to limit the services or close the Successor Hospital.

(l) Named Portions of the Hospital. Purchaser acknowledges that (i) certain portions, departments, or wings of the Hospital may be referred to by the name of individuals or entities, including without limitation individuals who previously made donations to the Hospital or for whom dedications were otherwise made (the "Named Portions") and (ii) certain plaques or other signs may be located at the Hospital which evidence such names or dedications. After the Closing Date, Purchaser shall keep such Named Portions and any such plaques or other signs in place until the earlier of such time

that it no longer operates the Successor Hospital or Seller was no longer required to comply with such obligation. All such Named Portions, plaques or other signs shall be as more particularly specified, no later than the Closing, on Schedule 8.20(l) attached hereto. All such Named Portions, plaques, or other signs may be relocated or removed, as determined in Purchaser's reasonable discretion, upon the demolition or substantial renovation of the portion of the Successor Hospital in which they are located.

9. **Section 8.22 Treatment of Collective Bargaining Agreements.** The following language shall be added to the end of Section 8.22: "Upon Closing, Purchaser will recognize the unions that represented Transferred Employees immediately prior to the Closing as collective bargaining agents for those Transferred Employees, so long as a majority of the Transferred Employees accepting positions with Purchaser were in the applicable bargaining unit. Prior to the Closing, Purchaser will announce that, consistent with Section 9.2(a) of the Agreement, Purchaser will maintain the current base wages for those Transferred Employees for the three months following the Closing and will provide them with benefits consistent with those Purchaser offers to similarly situated employees. Prior to the Closing, Purchaser will also announce that, upon Closing, Purchaser will set all other initial terms and conditions of employment for Transferred Employees. For those Transferred Employees for whom Purchaser recognizes the Massachusetts Nurses Association ("MNA") as the collective bargaining agent, those other initial terms and conditions of employment will be those in effect for 2011 in the collective bargaining agreement between the MNA and Carney Hospital."

10. **Section 9.1 Employees.** The words "including employees on short term disability, maternity leave, vacation, or leave of absence with a definite date of return," shall be inserted after the words "as of a recent date," in the first sentence of Section 9.1.

11. **No Other Amendment.** Except as modified herein, the Agreement remains unmodified and in full force and effect in accordance with its terms.

12. **Counterparts.** This Amendment may be executed in counterparts, all of which together shall constitute one binding Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 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:

Name:

Its:

Grace Murphy McAuliffe
Grace Murphy McAuliffe
Chair, Board of Trustees

Quincy ED Physicians, Inc.

By:

Name:

Its:

Mark O'Neill
MARK O'NEILL
CEO

Quincy Physician Corporation

By:

Name:

Its:

Mark O'Neill
MARK O'NEILL
CEO

PURCHASER:

Quincy Medical Center, A Steward Family Hospital,
Inc., f/k/a Steward Medical Holdings Subsidiary
Five, Inc.

By: _____

Name: _____

Its: _____

STEWARD:

Steward Medical Holdings LLC

By: Steward Health Care System LLC,
its Managing Member

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 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: _____
Name: _____
Its: _____

Quincy ED Physicians, Inc.

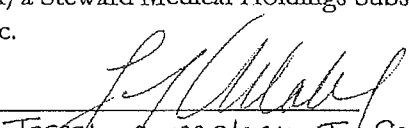
By: _____
Name: _____
Its: _____

Quincy Physician Corporation

By: _____
Name: _____
Its: _____

PURCHASER:

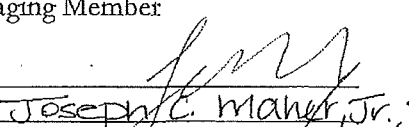
Quincy Medical Center, A Steward Family Hospital,
Inc., f/k/a Steward Medical Holdings Subsidiary
Five, Inc.

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