

FORM OF

NASHOBA HOSPITAL PURCHASE AND SALE AGREEMENT

This purchase and sale agreement (this "Agreement") is made as of this [____] day of [____], 200[____], by and between The Nashoba Community Hospital Corporation (hereinafter with its successors and assigns called the "Seller"), a non-profit, charitable corporation organized and existing under Chapter 180 of the Massachusetts General Laws, and Essent Healthcare - Ayer, Inc. (hereinafter called "Buyer" or "Purchaser"), a Tennessee business corporation, upon the terms hereinafter set forth.

Whereas: Seller is the owner of certain property (the "Real Property") located on Groton Road in the town of Ayer, in the County of Middlesex, Massachusetts.

Whereas: One portion of the Real Property (the "Nashoba Medical Condominium Property") is subject to a leasehold condominium known as "The Nashoba Medical Condominium" established pursuant to a leasehold interest on one portion of the Real Property pursuant to the terms of the Master Deed (defined below) and a ground lease (the "Nashoba Medical Condominium Ground Lease") and related condominium documents recorded with said Master Deed (the "Nashoba Medical Condominium Documents").

Whereas: A second portion of the Real Property (the "SNF Property") is subject to a ground lease (the "SNF Ground Lease") entitled "Second Amended and Restated Ground Lease" by and between The Nashoba Community Hospital Corporation and The Apple Valley Limited Partnership, dated July 31, 1996.

Whereas: Buyer and Seller entered into: (a) that certain Asset Purchase Agreement (the "APA") dated _____, pursuant to which Buyer purchased and now operates the Deaconess-Nashoba Hospital (the "Hospital") located on the portion of the Real Property (the "Hospital Real Property") that is not subject to the Nashoba Medical Condominium Ground Lease (or the individual unit ground leases entered into in connection therewith) or the SNF Ground Lease; and (b) Buyer's Closing Documents and Sellers' Closing Documents as defined in Sections 4.2 and 4.3 of the APA (the APA, Buyer's Closing Documents and Sellers' Closing Documents referred to herein as the "Purchase and Sale Documents").

Whereas: In connection with the acquisition of the Hospital from Seller and pursuant to the terms of the Purchase and Sale Documents, Buyer and Seller entered into a lease (the "Hospital Lease") dated _____, pursuant to which Seller granted Buyer an option to purchase (the "Option") the Real Property in accordance with terms and provisions more particularly set forth herein and in the APA.

Whereas: Capitalized terms used herein that are not otherwise defined herein shall have the meaning given to them in the Purchase and Sale Documents.

Now therefore: For the covenants set forth herein and in the APA and in the Hospital Lease and the consideration paid pursuant to the terms of the APA and herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. CONVEYANCE; PROPERTY DESCRIPTION: Seller agrees to sell, and Buyer agrees to buy, upon the terms set forth in this Agreement, the Real Property, which Real Property is more particularly described as follows: all of that certain parcel of land owned by Seller, together with the buildings and improvements thereon situated or to be constructed, as owned by Seller, situated on Washington Street (also known as Old Groton Road), Ayer, Middlesex County, Massachusetts, and being more particularly shown on a plan entitled "Land in Ayer, Mass. surveyed for The Nashoba Community Hospital, dated Nov. 1966 -- Charles A. Perkins Co., Inc., Civil engineers & Surveyors, Clinton, Mass. Plan No. 3253" recorded with the Middlesex South Registry of Deeds in Book 11271, Page 327, and containing 40.622 acres more or less according to said plan.
2. FIXTURES: Included in the sale as a part of said premises are the all buildings, structures, and improvements now thereon, and all of the fixtures belonging to the Seller.
3. TITLE DEED: Said premises are to be conveyed by a good and sufficient quitclaim deed running to the Buyer, or to the nominee designated by the Buyer by written notice to the Seller at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:
 - (a) Provisions of existing building and zoning laws;
 - (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
 - (d) Any liens for municipal betterments assessed after the date the Option is exercised by Buyer in accordance with the terms of the APA and the Hospital Lease;
 - (d) The Permitted Encumbrances to be set forth in Schedule 5.16 of the APA, a copy of which Schedule shall be attached hereto and made a part hereof.
4. PLANS: If said deed refers to a plan necessary to be recorded therewith, then the Seller shall deliver such plan with the deed in form adequate for recording or registration.
5. REGISTERED TITLE: In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the Buyer to a Certificate of Title of said premises, and the Seller shall deliver with said deed all instruments, if any, necessary to enable the Buyer to obtain such Certificate of Title.
6. PURCHASE PRICE: The purchase price shall be the consideration paid pursuant to the terms of the APA and the other covenants, representations and agreements set forth herein and in the APA, the Hospital Lease, and the other Purchase and Sale Documents, the receipt and sufficiency all of which are forever acknowledged and confessed.

7. **TIME FOR PERFORMANCE; DELIVERY OF DEED:** Such deed is to be delivered at 10:00 o'clock AM on the date specified by Lessee in accordance with the terms of the Hospital Lease. The parties contemplate that the closing of such conveyance will be held on a date that is not earlier than thirty (30) days, but not later than sixty (60) days subsequent to the date Lessee has notified Lessee that it has exercised the option to purchase the Real Property, and each party shall use good faith efforts to hold said closing on such date.
8. **POSSESSION and CONDITION of PREMISES:** Full possession of said premises is to be delivered at the time of the delivery of the deed, free of all encumbrances other than the Permitted Encumbrances, and free of all tenants other than Buyer, tenants of Buyer and tenants permitted to occupy the Real Property pursuant to the Permitted Encumbrances.
9. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM:** If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days during which time Seller shall: (i) cause all such defects caused by Seller to be cured and to make said premises conform to the provisions hereof; and (ii) use commercially reasonable efforts to cause all such defects not caused by Buyer or Seller to be cured and to make said premises conform to the provisions hereof.
10. **ACCEPTANCE OF DEED:** The acceptance and recording of a deed by the Buyer or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
11. **INSURANCE:** Until the delivery of the deed, the Seller shall maintain such insurance on the Real Property as Seller is required to maintain pursuant to the terms of the Hospital Lease, the SNF Ground Lease, the Nashoba Medical Condominium Ground Lease and the Purchase and Sale Documents.
12. **ADJUSTMENTS:** Collected rents, taxes for the then current fiscal year and common expenses for the then current month shall be apportioned, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Buyer at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.
13. **ADJUSTMENT OF UNASSESSED AND ABATED TAXES:** If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as

soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

14. **BUYER's DEFAULT; DAMAGES:** If the Buyer shall fail to take title to the Real Property at the Time for Performance in accordance with the provisions of this Agreement (as such time may be extended pursuant to the terms hereof), Buyer's right to purchase pursuant to the Option shall terminate, and this Agreement shall become null and void, and the Hospital Lease shall continue in full force and effect until the expiration of its term. Notwithstanding the foregoing, in such event Buyer shall reimburse Seller, on demand, for all reasonable costs and expenses incurred by Seller in preparation for this transaction.
15. **Seller's DEFAULT; DAMAGES:** If the Seller shall fail to fulfill the Seller's agreements herein, Buyer shall have all rights available to Buyer at law or in equity, including, without limitation, the right to specific performance.
16. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY:** If the Seller or Buyer executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
17. **REPRESENTATIONS AND WARRANTIES OF BUYER AND SELLER:** All of the representations, warranties and covenants of the Buyer and Seller set forth in the Purchase and Sale Documents that survive the Closing Date pursuant to the APA and the Hospital Lease are hereby incorporated herein. Except to the extent of such representations, warranties and covenants, Buyer shall take the Real Property in "as is" condition.
18. **GROUND LEASE OBLIGATIONS:** At the Time for Performance set forth under Section 7 hereof, Seller shall assign, and Buyer shall assume all of Seller's right, title and interest in and to, and all of Seller's obligations under the SNF Ground Lease, the Nashoba Medical Condominium Ground Lease and the unit ground leases relating to the Nashoba Medical Condominium Units and the Nashoba Medical Condominium Documents, all in accordance with the terms and provisions of said documents.
19. **CLOSING DELIVERIES:** At the Time for Performance set forth under Section 7 hereof, Seller deliver the following documents to Buyer:
 - (a) A deed in compliance with the requirements of Section 4 hereof and otherwise in compliance with the terms of the Hospital Lease and the other Purchase and Sale Documents relating to conveyance of the Real Property pursuant to this Agreement.
 - (b) Such documents as Buyer's title insurance company reasonably and customarily

requires of Seller in connection with the issuance of a fee simple title insurance policy including a standard title insurance agreement or affidavit certifying as to the absence of and providing for indemnity by Seller from mechanics' and materialmen's liens and tenants and parties in possession, and Seller authority documents and legal existence and good standing certificates.

- (c) Such other documents as are required to be delivered by Seller pursuant to the terms of the Hospital Lease and the other Purchase and Sale Documents relating to conveyance of the Real Property pursuant to this Agreement.

- 20. CONSTRUCTION OF AGREEMENT: This instrument, which may be executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written Instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyer their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

[signatures appear on following page]

Signature Page For
Purchase and Sale Agreement Between
The Nashoba Community Hospital Corporation (the "Seller") and
Essent Healthcare - Ayer, Inc. (the "Buyer")
for The Nashoba Valley Hospital, 200 Groton Road, Ayer, MA (the "Premises")

Executed under seal to be effective as of the date first written above.

<p>SELLER:</p> <p>The Nashoba Community Hospital Corporation</p> <p>By: _____</p> <p> Name: _____</p> <p> Title: _____</p> <p>Date: _____</p>	<p>BUYER</p> <p>Essent Healthcare - Ayer, Inc.</p> <p>By: _____</p> <p> Name: _____</p> <p> Title: _____</p> <p>Date: _____</p>
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