

STEWARDSHIP AGREEMENT

This STEWARDSHIP AGREEMENT (the “Agreement”) is made and entered into as of this 30th day of April, 2010 by and between Steward Health Care System LLC (“SHCS”) and Steward Hospital Holdings LLC, each a Delaware limited liability company (SHCS and Steward Hospital Holdings LLC collectively referred to herein as “Steward”) and Roman Catholic Archbishop of Boston, a Corporation Sole (“RCAB”). (For purposes of this Agreement, Steward and RCAB each may be referred to individually as a “Party,” and together as the “Parties.”)

RECITALS:

A. **WHEREAS**, SHCS is a party to that certain Asset Purchase Agreement dated March 19, 2010 (the “Purchase Agreement”) with, among other persons, Caritas Christi, Inc., a Massachusetts non-profit corporation (“Caritas”), pursuant to which Caritas has agreed to sell and transfer to SCHS (or its designated subsidiaries) substantially all of the assets constituting: Caritas Carney Hospital, a hospital located in Dorchester, Massachusetts; Caritas Good Samaritan Medical Center, a hospital located in Brockton, Massachusetts; Caritas Holy Family Hospital, a hospital located in Methuen, Massachusetts; Caritas Norwood Hospital, a hospital located in Norwood, Massachusetts; Saint Anne’s Hospital, a hospital located in Fall River, Massachusetts; and Caritas St. Elizabeth’s Medical Center, a hospital located in Brighton, Massachusetts (each individually, a “Hospital” and collectively, together with any other Catholic-sponsored acute care hospital located within the Archdiocese of Boston that may, during the term of this Agreement, be acquired by SCHS, or the assets and operations of which may be acquired by SCHS, referred to herein as the “Hospitals”); and

B. **WHEREAS**, the continued operation of the Hospitals as Catholic health care providers, from a sacramental, social and moral perspective, under the terms of this Agreement

was a primary consideration of the Caritas Board of Governors' decision to transfer ownership of the assets and operations of the Hospitals to SCHS; and

C. **WHEREAS**, the Catholic health care ministry: is rooted in a commitment to promote and defend human dignity; requires that particular attention be given to the health care needs of the poor, the uninsured and the underinsured; seeks to contribute to the common good; exercises responsible stewardship of available health care resources; and does not provide medical procedures that are judged morally wrong by the teaching authority of the Catholic Church; and

D. **WHEREAS**, the Hospitals currently operate as Catholic health care facilities pursuant to the moral, ethical and social teachings of the Roman Catholic Church as expressed in the *Ethical and Religious Directives for Catholic Health Care Services, Fifth Edition* (the "Directives"); and

F. **WHEREAS**, the alienation under canon law of the assets of Caritas and its affiliates contemplated by the Purchase Agreement (the "Transaction") requires the approval of RCAB and the Holy See; and

E. **WHEREAS**, Steward desires, and the RCAB has agreed, that upon completion of the Transaction, the Hospitals will continue to be operated as Catholic health care providers, in each case in accordance with the terms and conditions of this Agreement; and

F. **WHEREAS**, the Parties wish to enter into this Agreement in order to memorialize all of their rights, duties and obligations with respect to Steward's operation of the Hospitals as Catholic health care providers from and after the closing of the Transaction.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained in this Agreement, and intending to be legally bound, the Parties hereby agree as follows:

SECTION 1
CATHOLIC IDENTITY

1.1 Ethical and Religious Directives. Care for the sick, the dying and the poor is a ministry deeply rooted in the history and ministry of the Catholic Church. It has been a principal contribution of the Church's role in society since the Middle Ages. In the United States, this historic role has been institutionalized and expanded across the country. The Catholic identity of a health care system, therefore, binds the system to the wider life of the Church historically, theologically, morally and socially. Catholic health care is understood as a direct extension of the healing ministry of Christ as found in the gospels. The ministry has been, and must continually be, adapted to the conditions of modern science and modern medicine, but this adaptation must be carried out in accordance with the theological tradition of the Church and with the specific theological-moral directives embodied in the Directives. The Directives find their ultimate interpretation in the teaching authority of RCAB. In brief, the Catholic identity of the Caritas system is to be found in its adherence to the Directives and the Catholic theological tradition as interpreted by RCAB. Consistent with these sources of religion and moral principles, and subject to the terms and conditions of this Agreement, so long as this Agreement is in effect, all Hospitals will be operated in accordance with the moral, ethical and social teachings of the Roman Catholic Church as expressed in the Directives and as interpreted solely and exclusively by RCAB. If the Directives are subsequently amended or replaced, such amended or replaced Directives will be provided by RCAB to Steward and, thereafter, will operate as the successor to

the Directives, currently appended as Schedule 1.1 to this Agreement, and be deemed the “Directives” hereunder.

SECTION 2

SACRAMENTAL DIMENSION OF CATHOLIC IDENTITY

2.1 Pastoral Care. So long as this Agreement is in effect, Steward will cause each of the Hospitals to maintain a Pastoral Care Director position and a properly staffed (as is presently the case) Pastoral Care Department. In each case, so long as this Agreement is in effect, the funding of the Pastoral Care Director and the Pastoral Care Department of each Hospital shall be at levels no lower than those in effect during Caritas’s Fiscal Year ended September 30, 2009 (“FY09”). The services of the Pastoral Care Departments will be available to the Hospitals’ patients, family members, health care professionals, and employees of all faiths, and will be offered throughout the continuum of care provided by the Hospitals. Catholic Chaplains appointed by Caritas will be approved by RCAB, and all such Chaplains who are priests will also be granted ecclesiastical faculties by RCAB.

2.2 Chapels. So long as this Agreement is in effect, Steward will maintain the existing chapels (including, without limitation, payment of the compensation of the respective Catholic Chaplains) at each of the Hospitals as places of Catholic worship; provided, however, that such chapels are to function also as a locus for ecumenical and interreligious services to benefit staff, patients and families. Such chapels shall be maintained in at least their current condition, wear and tear only excepted. In each case, so long as this Agreement is in effect, the funding of the operations of such existing chapels (including, without limitation, payment of the compensation of the respective Catholic Chaplains) shall be at levels no lower than those in effect during

FY09. The chapels will be operated under the supervision and oversight of the Pastoral Care Director of each Hospital.

2.3 Catholic Symbols, Religious Items. Steward will, so long as this Agreement is in effect, maintain appropriate signage and other symbols of Catholic identity, both within and on the external walls of each Hospital, and will maintain appropriate insurance for the religious items located in each of the Hospitals (the “Religious Items”). Within 30 days following the execution of this Agreement, Steward shall provide to RCAB a true and correct listing of all Religious Items and such listing shall be appended as **Schedule 2.3** to this Agreement.

2.4 Names. Steward acknowledges and agrees that the certain names and words have been for a long period of time integrally related to the identity and operations of the Hospitals and their associated activities. Set forth on **Schedule 2.4** to this Agreement are those names and words which the Parties hereby agree are symbols of Catholic identity (the “Restricted Names”) and, therefore, the use thereof shall be governed by this Agreement. Subject to the terms of this Agreement, so long as this Agreement remains in effect, Steward will have the right to continue to operate the Hospitals and their respective services under names which include any of the Restricted Names. Upon termination of this Agreement pursuant to Section 6.2, all such use by the Hospital(s) and their respective services of the Restricted Names shall be caused thereafter to cease pursuant to Section 6.3.

SECTION 3

SOCIAL DIMENSION OF CATHOLIC IDENTITY

3.1 Community Benefit. So long as Steward owns and operates the Hospitals, it will cause the Hospitals to continue to provide community benefit programs and services to improve access to health care services in their respective communities and to improve the health status of the elderly, poor, immigrant, and other at-risk populations in such communities. Such programs and services shall include the provision of free care, mission and pastoral care programs, and community benefit programs consistent with those in place as of the date of this Agreement as described in **Schedule 3.1** to this Agreement. In each case, so long as this Agreement is in effect, the funding of such programs and services shall be at levels no lower than those in effect during FY09. Steward will also, so long as this Agreement is in effect, cause the Hospitals to continue the Caritas tradition of just labor relations and public advocacy on matters relating to improving access to, and the quality of, health care services.

SECTION 4

MORAL DIMENSION OF CATHOLIC IDENTITY AND OBSERVANCE OF THE DIRECTIVES

4.1 Observance of the Directives. Except to the extent otherwise expressly set forth in this Agreement, so long as this Agreement is in effect, the Hospitals shall comply in all respects with and observe the Directives as interpreted by RCAB as set forth herein. So long as this Agreement is in effect, no Hospital or any of its services shall operate under, or use any, of the Restricted Names unless it complies in all respects with and observes the Directives as interpreted solely by RCAB as set forth herein.

4.2 RCAB Representative. RCAB or his designee (the “RCAB Representative”) shall be charged with overseeing observance by each Hospital of the Directives under the terms of this Agreement. The Parties agree that any fiduciary duties that the RCAB Representative (if one is designated) may have shall be in favor solely of RCAB, and that for this reason the RCAB Representative (if one is designated) shall not be an officer, employee, representative or agent of Steward or any of the Hospitals.

4.3 Vice President for Mission. Steward will, so long as this Agreement is in effect, maintain the position of Vice President for Mission as a member of its senior management team, with competitive salary and benefits (as is presently the case). The Vice President for Mission shall comply with applicable Steward policies and procedures, including HIPAA. Prior to hiring a person for such position, Steward must obtain the prior written approval of the candidate by RCAB or the RCAB Representative (if one is designated) or any other RCAB designee. In the event that RCAB concludes that the employment of the Vice President for Mission should be terminated by Steward for any bona fide reason, as determined by RCAB in his sole discretion, RCAB or the RCAB Representative (if one is designated) or any other RCAB designee shall so notify Steward in writing (a “Removal Notice”), in which event the individual shall be promptly removed from such position and an interim candidate shall be employed by Steward as promptly as possible, subject to the prior written approval of the candidate by RCAB or the RCAB Representative (if one is designated) or any other RCAB designee. If such appointment cannot be made within 30 calendar days following the date the Removal Notice is given, one shall be designated by RCAB and such individual shall be employed as such by Steward. A new full-time appointment shall be made by Steward as promptly thereafter as possible, subject to the prior written approval of the candidate by RCAB or the RCAB Representative (if one is

designated) or any other RCAB designee. Any individual proposed for such position by Steward shall be deemed to have been approved by RCAB without the need for any further action unless RCAB or the RCAB Representative (if one is designated) or any other RCAB designee provides Steward with written notice objecting to the proposed candidate not later than 60 calendar days after having received notice thereof. Any Removal Notice by RCAB will require at least 30 days' advance written notice to Steward, and a discussion between RCAB or the RCAB representative (if one is designated) or any other RCAB designee, and the Chief Executive Officer ("CEO") of Steward as to the reasons for such removal. RCAB hereby agrees that James Corbett is approved to serve as the Vice President for Mission at Steward subject to the foregoing.

4.4 Ethics Committees. Steward will, so long as this Agreement is in effect: (a) cause each of the Hospitals to maintain an ethics committee which will have responsibility for the day-to-day monitoring of such Hospital's observance of the Directives and other ethics-related matters (individually, a "Hospital Ethics Committee," and collectively, the "Hospital Ethics Committees"); and (b) maintain a system-wide ethics committee which will have responsibility for overseeing the activities of each of the Hospital Ethics Committees (the "System-Wide Ethics Committee"). One ethicist (who shall be employed and compensated by RCAB) with direct training and experience in field of medical ethics (the "Ethicist") will, after consultation with the Vice President for Mission, be appointed solely by RCAB (who shall consider in good faith any nominations for such position provided by the Vice President for Mission) and shall report directly to RCAB. Only RCAB may remove the Ethicist, in which case a replacement will be appointed as set forth in the preceding sentence. The System-Wide Ethics Committee shall consist of the RCAB Representative (if one is designated) or any other RCAB

designee, the Ethicist and the Vice President for Mission. The Ethicist, the Vice President for Mission and such other individuals as shall be designated by the Vice President for Mission shall serve on each Hospital Ethics Committee. The RCAB Representative (if one is designated) or any other RCAB designee shall be provided all information and reports that are provided to members of each Hospital Ethics Committee and the Hospital-Wide Ethics Committee. Prior notice of the meetings of each such committee shall be given to the Ethicist and the RCAB Representative (if one is designated) or any other RCAB designee, and the RCAB Representative (if one is designated) or any other RCAB designee shall be permitted the right to attend, observe, and participate at any such meeting. In addition to the foregoing, so long as this Agreement is in effect, Steward shall reimburse RCAB on a monthly basis for RCAB's out-of-pocket cost of compensation (at prevailing market rates) and benefits for the Ethicist and one full-time administrative assistant to be utilized in connection with the exercise of RCAB's monitoring obligations contemplated by this Agreement.

4.5 Monitoring. Subject to patient and employee privacy requirements, physician-patient privileges and other Legal Requirements (as defined in Section 4.7(b)), the RCAB Representative (if one is designated) or any other RCAB designee will be given such access to the Hospitals' personnel and facilities as is reasonably necessary in order for the RCAB Representative (if one is designated) or any other RCAB designee to carry out his or her responsibilities hereunder. In particular, the Vice President for Mission shall meet and confer with the RCAB Representative (if one is designated) or any other RCAB designee from time to time as reasonably requested and, in any event, not less often than annually in order to review and discuss the Hospitals' observance of the Directives and their efforts to ensure that the

Directives' aspirations, mandates and prohibitions are appropriately integrated into the Hospitals' operations.

4.6 Observance Issues. If, in the opinion of the RCAB or the RCAB Representative (if one is designated) or any other RCAB designee, there should exist an issue with respect to the observance of the Directives by any Hospital, the RCAB Representative (if one is designated) or any other RCAB designee shall discuss the issue with the Vice President for Mission and the CEO of Steward. RCAB's resolution of the issue will be final and binding on the Hospitals, and Steward and the Hospitals shall implement such resolution in accordance with this Agreement.

4.7 Civil Law Compliance.

(a) Steward and the Hospitals are heavily-regulated entities that must comply with a myriad of applicable Legal Requirements (as defined herein). In the event that a Hospital or any of its services is obligated pursuant to a Legal Requirement to take action, to refrain from taking action, or to otherwise engage in conduct that, in the opinion of RCAB in its sole discretion, is inconsistent with the Directives, RCAB understands and agrees that the Hospital and such services will need to comply with such Legal Requirement. If RCAB seeks to challenge the Legal Requirement, Steward, to the extent permitted by patient and employee privacy requirements, physician-patient privileges and Legal Requirements, will reasonably cooperate with the RCAB and its representatives, in order to provide RCAB or its representatives with information relevant to such challenge. Steward acknowledges and agrees that RCAB, under the terms of this Agreement and because of its interest in maintaining Catholic identity of the Hospitals as contemplated by this Agreement, has standing to bring such a challenge. If, as a result of compliance with a Legal Requirement, RCAB, in its sole discretion, determines that one or

more of the Hospitals is not in compliance with the Directives, RCAB may terminate this Agreement pursuant to Section 6.2(b). Steward may only terminate this Agreement pursuant to Section 6.2(c).

(b) For purposes of this Agreement, the following terms shall have the following meanings: (a) “Legal Requirement” means: (i) any federal, state, local, municipal statute or law (including common law), ordinance, rule, regulation, code, treaty, state hospital licensure and Joint Commission requirements; and (ii) any decree, injunction, order, ruling, opinion, assessment, mandate, or writ of any Governmental Authority; and (b) “Governmental Authority” means any federal, state, or local government, legislature, governmental entity, regulatory, administrative authority, certification or licensure authority, agency or commission or any court, tribunal, judicial or arbitral body.

SECTION 5

RESOLUTION OF CERTAIN DISPUTES

5.1 Senior Leadership Meeting/Consultation. Prior to terminating this Agreement in accordance with its terms, representatives of Steward and RCAB will meet within 15 days of any written request for such a meeting given by a Party to the other Party in a good-faith attempt to resolve to each Party’s satisfaction the reasons advanced for such termination. Such representatives will include the CEO of Steward and the RCAB Representative (if one is designated) or any other RCAB designee and such other representatives of Steward and RCAB as they may respectively choose. Notwithstanding any other provision of this Agreement to the contrary, the interpretation of the Directives shall, at all times, be subject to the sole discretion of RCAB.

5.2 Termination. If the dispute is not resolved through the process described above, the Parties may exercise, to the extent permitted hereby, the termination provisions contained in this Agreement.

SECTION 6

TERM AND TERMINATION

6.1 Term. The term of this Agreement shall become effective as of the Closing Date of the Transaction (and only if such Closing occurs pursuant to the terms of the Purchase Agreement), and shall continue thereafter in full force and effect unless and until terminated in accordance with Section 6.2 below.

6.2 Termination.

(a) This Agreement may be terminated at any time by mutual written consent of Steward and RCAB.

(b) This Agreement may be terminated by RCAB upon not less than 30 days prior written notice by RCAB to Steward if, in the judgment of RCAB, one or more of the Hospitals (or any of its or their respective services), directly or indirectly, is being operated in a manner, or is participating in activities or an enterprise, inconsistent with the Directives, as interpreted by RCAB in his sole discretion. Notwithstanding the foregoing, RCAB will give Steward 90 days written notice of non-compliance, and an opportunity to cure such non-compliance. If such non-compliance is not cured within 90 days to the satisfaction of RCAB, this Agreement will be terminated in accordance with its terms. In the event of such termination, unless such termination by RCAB is based upon non-compliance due to a Legal

Requirement as set forth in Section 4.7(a), above, Steward will pay the Termination Contribution as contemplated by Section 6.4 below.

(c) This Agreement may be terminated by Steward upon not less than 30 days prior written notice by Steward to RCAB if it determines, in its sole discretion, that observance of any of Directives, as interpreted by RCAB in his sole discretion, would be materially burdensome to Steward or any of the Hospitals and Steward is required to comply with such interpretation under the terms of this Agreement; provided, however, that Steward will promptly relinquish, and cause the Hospitals and all of their respective services to relinquish, all rights to hold the Hospitals and such services out to the public as Catholic health care providers (in each case as more particularly provided in Section 6.3 below), and pay the Termination Contribution as contemplated in Section 6.4 below. Steward also acknowledges and agrees that, during the term of this Agreement: (i) Steward Hospital Holdings LLC, an entity controlled by Steward, will hold all of the interests in the Hospitals and will not hold any interest in any entity not subject to the Directives pursuant to the terms of this Agreement; and (ii) no entity controlling, controlled by, or under common control of SCHS will operate any enterprise within the Archdiocese of Boston using any of the Restricted Names. Termination of this Agreement pursuant to this Section 6.2 and the payment, if applicable, of the Termination Contribution (and any other payment obligations hereunder) as provided in this Agreement, shall be the sole remedies in law or equity for any breach of the terms of this Agreement by Steward.

(d) In the event of the sale, merger or other transfer of any Hospital (or any substantial portion of its assets or operations) by Steward, either RCAB or Steward may terminate this Agreement with respect to such Hospital and its respective services in its sole

discretion. In such a case, Steward will pay one-sixth of the Termination Contribution set forth in Section 6.4 below (i.e., \$4,166,666) with respect to each such Hospital so sold, merged or otherwise transferred within 30 days of the effective date of the sale, merger or other transfer. If neither RCAB or Steward terminates this Agreement with respect to such Hospital, Steward, as a condition of closing such sale, merger or other transfer, shall cause the transferee to accept the obligations under this Agreement with respect to such Hospital in a form of agreement reasonably satisfactory to RCAB and to which RCAB is a named party. In any event, all of the provisions of this Agreement as they apply to any Hospital (or its assets and operations) not sold, merged or otherwise transferred shall, as to the remaining Hospitals and their respective services, continue in full force and effect.

(e) This Agreement may be terminated at any time by RCAB, in its sole discretion and without giving any reason therefor, by giving written notice of such termination to Steward and expressly referencing its reliance upon this Section 6.3(e).

6.3 Effect of Termination. If this Agreement is terminated in whole or in relevant part (with respect to one or more Hospitals) pursuant to Section 6.2 above, Steward shall:

(a) cause the Hospital(s) and their respective services to remove, pursuant to a 18-month transition schedule, all symbols of Catholic identity (e.g., interior and exterior signage; trade and service marks associated with Catholic identity in both paper and electronic form) and cease to use any of the Restricted Names; and

(b) promptly cause the Hospital(s) and their respective services to remove the Religious Items within 30 days and return them to the person or entity who contributed to them, as noted on Schedule 2.3, or, if the contributor is unknown or no longer in existence, to RCAB.

Other than Section 6.3(a) and (b), the representations, warranties, covenants and agreements contained in this Agreement shall terminate upon the termination of this Agreement for any reason (subject to the payment of any amounts pursuant to Section 6.4, if applicable and any other payment obligations hereunder), and thereafter no Party hereto shall make any claim whatsoever for any breach of any such representation, warranty or covenant.

6.4 Termination Contribution. In the event that RCAB or Steward terminates this Agreement pursuant to Section 6.2(b) (except *only* if RCAB terminates this Agreement expressly based upon non-compliance with a Legal Requirement as set forth in Section 4.7(a)), (c) or (d), Steward shall pay and make a \$25 million contribution or, to the extent any partial payments have previously been made in accordance with the second sentence of Section 6.2(d), a contribution equal to \$25 million minus the aggregate amount of any such partial payments (the “Termination Contribution”) (or a portion thereof, pursuant to Section 6.2(d)) to a public charity that is designated solely by RCAB and is subject to the jurisdiction of the Massachusetts Attorney General.

6.5 Except to the extent otherwise set forth in Section 7 below, any and all rights and obligations of the Parties under this Agreement shall terminate and cease to exist effective as of the date on which this Agreement is terminated in its entirety.

SECTION 7

GENERAL PROVISIONS

7.1 Notice. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given if given in writing: (a) on the date tendered by personal delivery; (b) on the date received by facsimile or other electronic means; (c) on the

date tendered for delivery by nationally-recognized overnight courier; (d) on the date tendered for delivery by United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, in any event addressed as follows; or (e) on the next business day if send by means of Federal Express or another nationally recognized overnight courier service:

If to Steward, to: Caritas Christi
77 Warren Street
Boston, Massachusetts 02135
Attention: Ralph de la Torre, M.D.
Telecopier: (617) 779-6422
Ralph.delaTorre@caritaschristi.org

with copies to:

Caritas Christi
77 Warren Street
Boston, Massachusetts 02135
Attention: Joseph C. Maher, Jr., Esq.
joseph.maher@caritaschristi.org
Telecopier: (617) 779-6422

McDermott Will & Emery LLP
28 State Street
Boston, Massachusetts 02109
Attention: Christopher M. Jedrey, Esq.
Telecopier: (617) 535-3800
cjedrey@mwe.com

Schulte Roth & Zabel LLP
919 Third Avenue
New York, New York 10022
Attention: Marc Weingarten, Esq.
David Rosewater, Esq.
Telecopier: (212) 593-5955
Marc.Weingarten@srz.com
David.Rosewater@srz.com

If to RCAB, to: Roman Catholic Archbishop of Boston
66 Brooks Drive
Braintree, MA 02184-3839
Attention: James P. McDonough, Chancellor

Facsimile: (617) 779-4571
E-Mail: JPM@rcab.org

With a copy to:

Roman Catholic Archbishop of Boston
66 Brooks Drive
Braintree, MA 02184-3839
Attention: F. Beirne Lovely, Jr., General Counsel
Facsimile: (617) 746-5686
E-Mail: Beirne_Lovely@rcab.org

or to such other address or number, and to the attention of such other person, as any Party may designate in writing in conformity with this Section.

7.2 Amendment. No modification, waiver, amendment, discharge, or change of this Agreement will be valid unless in writing and signed by the Party against whom enforcement of such modification, waiver, amendment, discharge or change is sought.

7.3 Successor and Assigns. All of the terms and provisions of this Agreement will be binding upon and will inure to the benefit of and be enforceable by the respective successors and permitted assigns of the Parties. Subject to Section 6.2(d) above, no Party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Party.

7.4 Severability. If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then: (a) the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable will be unaffected; (b) the effect of the ruling will be limited to the jurisdiction of the court or other government body making ruling; (c) the provision(s) held wholly or partly invalid or unenforceable will be deemed amended, and shall

be reformed to the minimum extent necessary to render them valid and enforceable in conformity with the Parties' intent as manifested herein; and (d) if the ruling and/or the controlling principle of law or equity leading to the ruling, is subsequently overruled, modified, or amended by legislative, judicial, or administrative action, the provision(s) in question as originally set forth in this Agreement will be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity. This severability clause shall apply only if the integrity of this entire Agreement can otherwise be preserved.

7.5 Third Party Beneficiaries; Scope of Agreement. None of the provisions of this Agreement are intended by the Parties, nor shall they be construed or interpreted, to confer any right, benefit, claim, duty or obligation on any person or entity that is not a Party to this Agreement. The Parties acknowledge and agree that Steward intends to operate the Hospitals and their respective services as part of an integrated health care system that includes entities other than the Hospitals. Notwithstanding any other provision of this Agreement to the contrary, in no event shall the Directives apply or be construed to apply to, or be binding upon any person or entity other than the Hospitals and their respective services.

7.6 Headings; Use of Terms. All headings in this Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require.

7.7 Counterparts. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. This Agreement, and any executed counterpart of a signature page to

this Agreement, may be transmitted by fax or e-mail, and delivery of an executed counterpart of a signature page to this Agreement by fax or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

7.8 Waiver. The waiver by any Party of a breach or violation of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement.

7.9 Construction. This Agreement will not be construed more strictly against any Party hereto by virtue of the fact that this Agreement may have been drafted or prepared by such Party or its counsel, it being recognized that all of the Parties hereto have contributed substantially and materially to its preparation and that this Agreement has been the subject of and is the product of negotiations between the Parties.

7.10 Entire Agreement. This Agreement, the schedules, and the documents referred to herein, contain the entire understanding between the Parties with respect to the subject matter hereof and supersede all prior or contemporaneous agreements, understandings, representations and statements, oral or written, between the Parties on the subject matter hereof.

7.11 Governing Law; Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of The Commonwealth of Massachusetts.

7.12 Joint and Several Liability. The obligations of Steward Hospital Holdings LLC and SCHS under this Agreement shall be joint and several.

7.13 Survival. The following provisions of this Agreement shall expressly survive its termination: Section 2.4, Section 6.3 and Sections 7.1 through 7.13, inclusive.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Agreement as of the date above.

STEWARD HEALTH CARE SYSTEM LLC

By: Ralph de la Torre
Name: do
Title: Authorized Signatory

ROMAN CATHOLIC ARCHBISHOP OF BOSTON

By: + Sean O'Malley
Name: Sean Cardinal O'Malley, O.F.M., Cap.
Title: Archbishop of Boston

STEWARD HOSPITAL HOLDINGS LLC

By: Ralph de la Torre
Name: _____
Title: Authorized Signatory