

FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT (this "Amendment") made effective as of the 15th day of August, 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 (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 (the "Bankruptcy Case"), 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, in accordance with the procedures governing the proposed sale of the Hospital established by order of the Bankruptcy Court entered July 19, 2011 [Docket No. 105] (the "Sale Procedures"), the ten percent (10%) ownership interest of QMC ED Physicians, Inc. (the "QED Shares") in BMC NAB Business Trust ("BMC NAB") was subject to separate counteroffers of other prospective purchasers of the QED Shares, and (i) Purchaser indicated its intent to acquire the QED Shares, designated Steward Specialty & Research Corp. as a qualified non-profit entity qualified to purchase the QED Shares pursuant to the Sale Procedures, and allocated \$88,000 of the Cash Purchase Price to the QED Shares, and (ii) BMC Health submitted an offer of \$75,000 to acquire the QED Shares.

WHEREAS, in accordance with the Sale Procedures, Seller, acting through its bankruptcy counsel and its financial advisor, conducted on August 15, 2011 an auction of the QED Shares (the "Auction"), at which Auction Purchaser submitted the highest or otherwise best offer to acquire the QED Shares, for a purchase price of \$203,000, including (i) the \$88,000 allocation submitted under the Sale Procedures and (ii) an additional \$115,000 of cash payable at the closing of such purchase and sale transaction.

WHEREAS, in accordance with the Sale Procedures, the Bankruptcy Court has approved Purchaser as the "Winning Bidder" for purposes of the proposed sale of the Hospital and related assets, including the QED Shares.

WHEREAS, Seller and Purchaser desire to amend the Agreement to reflect Purchaser's winning bid to acquire the QED Shares, and also to reflect that (i) the ninety percent (90%) owner of BMC NAB may be prohibited from consenting to Purchaser's purchase of the QED Shares and may file with the Bankruptcy Court an objection to the proposed sale of the QED Shares, (ii) Purchaser may be unable to obtain an order of the Bankruptcy Court authorizing its sale of the QED Shares to Purchaser, and (iii) Seller and Purchaser desire to consummate the sale of the Hospital and related assets even if the Purchased Assets are required to exclude the QED Shares.

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. **Purchase Price Adjustment.** The amount of the Cash Purchase Price payable by Purchaser in accordance with the Agreement is hereby deemed increased by One Hundred Fifteen Thousand Dollars (\$115,000) (e.g., pursuant to Section 3.1(a)(i) of the Agreement as amended hereby, if the Closing occurs on or before October 1, 2011, the Cash Purchase Price shall be \$38,115,000).

2. **QED Shares as Purchased Assets.** The Purchased Assets shall include the QED Shares, provided that if prior to the Closing under the Agreement (i) BMC does not provide its written consent to Seller's transfer of the QED Shares to Purchaser, and (ii) Seller is unable to obtain an order of the Bankruptcy Court, which order shall be in form and substance to the reasonable satisfaction of bankruptcy counsel for the Purchaser, authorizing Seller's sale of the QED Shares to Purchaser, then for purposes of the Closing (a) the Purchased Assets shall be deemed not to include the QED Shares, and (b) the Cash Purchase Price shall be deemed to be Two Hundred Three Thousand Dollars (\$203,000) less than the amount of the Cash Purchase Price established under Paragraph 1 of this Amendment; and provided further that Seller and Purchaser shall consummate the proposed sale of the QED Shares for \$203,000 by separate closing conducted once such consent to, or Bankruptcy Court order (in form and substance to the reasonable satisfaction of bankruptcy counsel for the Purchaser) authorizing, such sale of the QED Shares is obtained within a reasonable period of time not to extend past December 31, 2011 without the written consent of Purchaser.

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

4. **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: Mark O'Neil
Name: _____
Its: _____

Quincy ED Physicians, Inc.

By: Mark O'Neil
Name: _____
Its: _____

Quincy Physician Corporation

By: Mark O'Neil
Name: _____
Its: _____

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: _____
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.

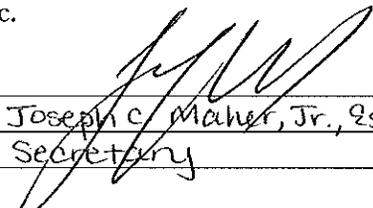
By: _____
Name: _____
Its: _____

Quincy Physician Corporation

By: _____
Name: _____
Its: _____

PURCHASER:

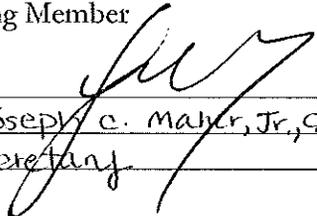
Quincy Medical Center, A Steward Family Hospital,
Inc/, f/k/a Steward Medical Holdings Subsidiary
Five, Inc.

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