EXECUTION VERSION

CONFIDENTIAL

AFFILIATION AGREEMENT
BY AND AMONG
ASCENSION HEALTH,
ALEXIAN BROTHERS HEALTH SYSTEM,
AND
ALEXIAN BROTHERS OF AMERICA, INC.

September 9, 2011

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AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT, including all Exhibits and Schedules hereto (this "**Agreement**"), is made and entered into as of the 9th day of September, 2011 (the "**Execution Date**"), by and among **ASCENSION HEALTH**, a Missouri not-for-profit corporation ("**Ascension**"), **ALEXIAN BROTHERS HEALTH SYSTEM**, an Illinois not-for-profit corporation ("**ABHS**"), and **ALEXIAN BROTHERS OF AMERICA, INC.**, a Texas nonprofit corporation ("**ABA**"). Each of Ascension, ABHS and, for the limited purposes of Sections 8.1, 8.3, 8.4, 8.7, 10.1, 10.6, 10.7, 10.8 and Articles XII, XIII, XV, XVI and XVII, ABA is a "**Party**" and collectively, the "**Parties**".

RECITALS

WHEREAS, ABA is the sole corporate member of ABHS; and

WHEREAS, ABHS is the sole corporate member of Alexian Brothers Bonaventure House, an Illinois not-for-profit corporation, Alexian Brothers Senior Ministries, an Illinois not-for-profit corporation, Alexian Brothers Services, Inc., a Missouri not-for-profit corporation, Alexian Brothers of San Jose, Inc., a Texas nonprofit corporation, Alexian Brothers of St. Louis, Inc., a Missouri not-for-profit corporation and Alexian Brothers Hospital Network, an Illinois not-for-profit corporation (collectively, the "**Alexian Affiliates**"), and thus controls, through the Alexian Affiliates and direct or indirect subsidiaries of the Alexian Affiliates as depicted on the organizational chart attached hereto as **Exhibit A**, as may be amended from time to time after the Execution Date (the "**Alexian Subsidiaries**"), a system of Catholic hospitals, skilled nursing facilities, senior living facilities and other affiliated health care and senior services organizations listed on Schedule 1.55 (the "**Facilities**") that provide health care, senior housing or related services primarily in the northwest suburbs and communities of Chicago, Illinois, in St. Louis, Missouri, in Chattanooga and Signal Mountain, Tennessee and in Milwaukee, Wisconsin and related businesses listed on Schedule 1.83 ("**Related Businesses**") (together, the "**Alexian System**"); and

WHEREAS, Ascension controls, as the parent organization, a national Catholic healthcare system (the "**Ascension System**") consisting primarily of nonprofit corporations that own and operate local Catholic hospitals, skilled nursing facilities, senior living facilities and other affiliated health care and related businesses and organizations through local systems known as "Health Ministries" (the "**Ascension Affiliates**" which, together with Ascension are referred to as the "**Ascension Entities**"); and

WHEREAS, ABHS and Ascension have set forth their intention in that non-binding letter of intent dated April 20, 2011 (the "**Letter of Intent**") that the Alexian System shall become part of the Ascension System, and thereby enhance the ability of ABHS to continue to provide high-quality health care, senior care, senior housing and related services in the communities it serves (the "**Affiliation**"); and

WHEREAS, ABA, ABHS and Ascension have agreed that Ascension shall become the sole corporate member of ABHS subject to the terms and conditions of this Agreement; and

WHEREAS, ABA shall have the power and authority to enforce the post-closing covenants and commitments of Ascension under the dispute resolution provisions set forth in Article XV of this Agreement; and

WHEREAS, as contemplated by the Letter of Intent, ABA, ABHS and Ascension wish to set forth the full and complete terms of their agreement with respect to the affiliation between and among them and related matters.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, ABA, ABHS and Ascension agree as follows:

ARTICLE I

DEFINITIONS

1.1 **"ABA"** means Alexian Brothers of America, Inc., a Texas nonprofit corporation.

1.2 **"ABA Board"** means the Board of Directors of ABA.

1.3 **"ABHS"** means Alexian Brothers Health System, an Illinois not-for-profit corporation.

1.4 **"ABHS Closing Documents"** means the documents to be delivered by ABHS at the Closing.

1.5 **"ABHS Director"** means any person who is or was a member of the governing board of any of the ABHS Entities from the Execution Date through the Closing Date.

1.6 **"ABHS Directors and Officers Indemnity Policy"** means the ABHS Insurance Policy that primarily serves as an indemnity insurance policy covering acts, omissions, and/or potential liabilities of the ABHS Directors and ABHS Officers.

1.7 **"ABHS Employee Benefit Plans"** has the meaning set forth in Section 8.17(a).

1.8 **"ABHS Entities"** means, collectively, ABHS, the Alexian Affiliates and the Alexian Subsidiaries but does not include the Brother Louie and Fannie Roncoli Foundation, an Illinois not-for-profit corporation.

1.9 **"ABHS Financial Statements"** has the meaning set forth in Section 8.5(a).

1.10 **"ABHS Insurance Policies"** means all binders and policies of insurance maintained by or on behalf of an ABHS Entity, under which an ABHS Entity is a named insured, or which insure assets used primarily in connection with the operation of an ABHS Entity or the Facilities.

1.11 **"ABHS Liability"** has the meaning set forth in Section 3.4.

1.12 **"ABHS Licenses and Permits"** has the meaning set forth in Section 8.8.

1.13 "ABHS Master Indenture" means the Master Trust Indenture (as Amended and Restated) dated as of October 1, 1992, as supplemented and amended, among ABHS, the other ABHS Entities which have been designated as members of the Obligated Group established thereunder and U.S. Bank National Association, as successor Master Trustee.

1.14 "ABHS Obligations" means all direct obligations of ABHS or any other Member of the Obligated Group issued under and secured by the ABHS Master Indenture.

1.15 "ABHS Officer" means any person who is or was an executive officer of any of the ABHS Entities (irrespective of the holding of corporate officer titles as referenced in such entity's bylaws or other organizational document), such as would be covered as an "officer" under the ABHS Directors and Officers Indemnity Policy in effect as of the Execution Date.

1.16 "ABHS Real Property" has the meaning set forth in Section 8.11.

1.17 "Affiliation" has the meaning set forth in the Recitals.

1.18 "Agreement" means this Affiliation Agreement by and among Ascension, ABHS and ABA.

1.19 "Alexian Affiliates" means Alexian Brothers Bonaventure House, an Illinois not-for-profit corporation, Alexian Brothers Senior Ministries, an Illinois not-for-profit corporation, Alexian Brothers Services, Inc., a Missouri not-for-profit corporation, Alexian Brothers of San Jose, Inc., a Texas nonprofit corporation, Alexian Brothers of St. Louis, Inc., a Missouri not-for-profit corporation, and Alexian Brothers Hospital Network, an Illinois not-for-profit corporation.

1.20 "Alexian Brothers" means the Congregation of Alexian Brothers, Immaculate Conception Province, Inc. **"Alexian Brother"** shall mean an individual member of the Alexian Brothers.

1.21 "Alexian Health Ministry" means ABHS operating as a Health Ministry after the Closing.

1.22 "Alexian Subsidiaries" means those entities set forth on Schedule 1.22.

1.23 "Alexian System" has the meaning set forth in the Recitals.

1.24 "Alexian Village of Tennessee Project" has the meaning set forth in Section 6.1(b).

1.25 "Amended Governing Documents" means the Governing Documents of ABHS and the ABHS Entities, as amended to reflect the provisions of this Agreement and incorporating the requisite provisions of the form of the Ascension System Procedure OL-1 and Model Bylaws.

1.26 "Applicable Law" means all applicable federal, state and local laws, statutes, ordinance, rules, regulations, codes and any judgment, decree, order, writ or injunction of any court or regulatory authority.

1.27 **"Ascension"** means Ascension Health, a Missouri not-for-profit corporation.

1.28 **"Ascension Affiliates"** has the meaning set forth in the Recitals.

1.29 **"Ascension Board"** means the Board of Trustees of Ascension.

1.30 **"Ascension Closing Documents"** means the documents to be delivered by Ascension at the Closing.

1.31 **"Ascension Credit Group"** means the Credit Group created by the Master Trust Indenture dated as of November 1, 1999, among Ascension, the Ascension Affiliates designated as Obligated Group Members thereunder and U.S. Bank National Association, as Master Trustee.

1.32 **"Ascension Entities"** has the meaning set forth in the Recitals.

1.33 **"Ascension Health Ministries"** means that public juridic person that is or will be the canonical sponsor of Ascension.

1.34 **"Ascension System"** has the meaning set forth in the Recitals.

1.35 **"Benefit Transition Plan"** has the meaning set forth in Section 5.3.

1.36 **"Board"** has the meaning set forth in Section 4.3.

1.37 **"CERCLA"** means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.*

1.38 **"Church Plan"** means any ABHS Employee Benefit Plan that is a "church plan" as defined in Section 3(33) of ERISA and Section 414(e) of the Code.

1.39 **"Closing"** has the meaning set forth in Section 14.1(b).

1.40 **"Closing Date"** has the meaning set forth in Section 14.1(b).

1.41 **"Closing Date Documents"** means the documents to be delivered at the Closing, pursuant to Article XIV.

1.42 **"COBRA"** means Section 4980B of the Code and Part 6 of Subtitle B of Title I of ERISA.

1.43 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.44 **"COE Application"** means the application for a Certificate of Exemption submitted or to be submitted by Ascension to the Illinois Health Facilities and Services Review Board in connection with the transactions contemplated in this Agreement.

1.45 **"Computer Software and Systems"** means all computer or computer-related hardware, firmware or software, and documentation related thereto, including all electronic data

processing systems, program specifications, source codes, input data and report layouts and formats, record file layouts, diagrams, functional specifications, narrative descriptions and flow charts.

1.46 **"Directives"** means the Ethical and Religious Directives for Catholic Health Care as approved and promulgated from time to time by the United States Conference of Catholic Bishops.

1.47 **"Edessa"** means Edessa Insurance Company, Ltd., a Bermuda captive insurance company wholly-owned by Alexian Brothers Medical Center.

1.48 **"Effective Date"** means the date which begins at 12:00 a.m. the day immediately following the Closing Date.

1.49 **"Employee(s)"** means employees of any ABHS Entity as of the Closing Date.

1.50 **"Environmental, Health and Safety Laws"** means any and all federal, state and local statutes and ordinances, and all rules and regulations promulgated thereunder, pertaining or relating to the identification, reporting, generation, manufacture, processing, distribution, use, treatment, storage, disposal, emission, discharge, release, transport or other handling of any Hazardous Materials, as such statutes, ordinances, rules and regulations are in effect on the date of this Agreement, and as amended or otherwise in effect on or before the Closing Date, but not including any amendments after the Closing Date or any new statutes, ordinances, rules and regulations enacted or promulgated after the Closing Date.

1.51 **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.

1.52 **"Excluded Assets"** means those assets of ABA or an ABHS Entity listed on Schedule 3.3 that will be transferred to ABA on or prior to the Closing Date.

1.53 **"Excluded Restricted Funds"** has the meaning set forth in Section 7.2.

1.54 **"Execution Date"** has the meaning set forth in the Recitals.

1.55 **"Facilities"** means those hospitals, skilled nursing facilities, senior living facilities and other affiliated health care and related facilities owned or operated by ABHS or an Alexian Affiliate and listed on Schedule 1.55.

1.56 **"Financial Metrics"** has the meaning set forth in Section 6.2.

1.57 **"Foundation"** means the Alexian Brothers Foundation operating as a d/b/a of ABHS.

1.58 **"Foundation Funds"** means funds of the Foundation.

1.59 **"GAAP"** means generally accepted accounting principles, as consistently applied.

1.60 "Governing Documents" means the articles of incorporation, certificate of incorporation, bylaws, partnership agreement, operating agreement or other documents by and through which a business organization is formed and governed.

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

1.62 "Hazardous Material" means any hazardous, toxic or radioactive substance, material, matter or waste which is subject to regulation or reporting on or before the Closing Date under any Environmental, Health and Safety Law as in effect on the date of this Agreement and as amended or otherwise in effect on or before the Closing Date (but not including any amendments after the Closing Date or any new statutes, ordinances, rules or regulations enacted or promulgated after the Closing Date) and shall include the following to the extent regulated under any Environmental, Health and Safety Law (as in effect on the date of this Agreement and as amended or otherwise in effect on or before the Closing Date as aforesaid) on or before the Closing Date: (a) any substance identified or classified under any such Environmental, Health and Safety Law as a "hazardous substance," "hazardous waste," "toxic substance," "special waste," "pollution control waste," "universal waste," "potentially infectious medical wastes" or any like or similar term used under any such Environmental, Health and Safety Law; (b) petroleum, including but not limited to crude oil or any fraction thereof, natural gas, natural gas liquids, gasoline and synthetic gas; (c) asbestos in any form; (d) polychlorinated biphenyls; and (e) radioactive materials.

1.63 "Health Care Laws" means any federal, state or local statute, ordinance, rule or regulation, relating to the provision of health care services, including, but not limited to, all laws, ordinances, rules or regulations: (a) relating to any Health Care Program; or (b) setting forth, in the health care context or other legal context applicable to health care providers: (1) definitions of kickbacks, fraud and abuse, and self-referral; (2) standards for billing and coding; (3) limitations of transactions with and payments to affiliated parties under any Health Care Program and other applicable laws; (4) limitations on patient transfers; and (5) limitations on the ability of a health care provider to refuse or limit health care services.

1.64 "Health Care Program" means Medicare, Medicaid, CHAMPUS, TriCare, any other Federal Health Care Program (as defined in 42 U.S.C. §1320a-7b(f)) and any other health benefit program created, funded or administered by a federal or state government agency or instrumentality.

1.65 "Health Ministry" means the organization in a regional or local area through which Ascension carries out its mission and in which Ascension serves as the sole or controlling member.

1.66 "Intellectual Property" means patents, trademarks, service marks, trade names and other such intellectual property rights necessary or intended for operations of the ABHS Entities.

1.67 "ISOFP" means the initial ABHS five-year capital and operating projections, as mutually agreed upon by ABHS and Ascension, and known as the Integrated Strategic Operational and Financial Plan.

1.68 "Joint Commission" means The Joint Commission, formerly known as The Joint Commission on the Accreditation of Healthcare Organizations.

1.69 "Knowledge" means the actual knowledge held by the applicable Party, through the actual knowledge of:

(a) in the case of Ascension, its Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Chief Medical Officer or General Counsel;

(b) in the case of ABHS, its Executive Vice President, Chief Financial Officer, Vice President for Patient Quality and Safety, Chief Operating Officer or General Counsel; and

(c) in the case of ABA, its President,

after reasonable inquiry of responsible subordinates (and if such inquiry is not made, the knowledge that would have been held by the officer if such inquiry had been made).

1.70 "Letter of Intent" means the letter of intent executed on April 20, 2011, between ABHS and Ascension regarding the transactions described in this Agreement, as referenced in the Recitals.

1.71 "Material Adverse Change" means any condition, change, event, violation, inaccuracy, circumstance or effect that:

(a) individually or in the aggregate, could reasonably be expected to result in (i) the inability of any of ABA, ABHS and Ascension to maintain its respective 501(c)(3) status; or (ii) the debarment or exclusion of an entity of a Party from participation in the Medicare or Medicaid programs; or

(b) could reasonably be expected to result in a materially adverse change in the assets or the financial condition of either the ABHS Entities, taken as a whole, or Ascension.

Notwithstanding anything to the contrary, "Material Adverse Change" shall not include: (i) changes in the financial or operating performance due to or caused by the announcement of the transactions contemplated by this Agreement; (ii) changes or proposed changes to any Applicable Law, reimbursement rates or policies of governmental agencies or bodies that are generally applicable to hospitals or healthcare facilities; (iii) requirements, reimbursement rates, policies or procedures of third party payors or accreditation commissions or organizations that are generally applicable to hospitals or healthcare facilities; (iv) general business, industry or economic conditions, including such conditions related to the business of the ABHS Entities, taken as a whole, or the Ascension Entities, taken as a whole, that do not disproportionately affect the applicable entities; (v) local, regional, national or international political or social

conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack, that do not disproportionately affect the ABHS Entities, taken as a whole, or the Ascension Entities, taken as a whole; (vi) changes in financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index) that do not disproportionately affect the ABHS Entities, taken as a whole, or the Ascension Entities, taken as a whole; or (vii) changes in GAAP.

1.72 "Material Contract(s)" means agreements, including, without limitation, leases, entered into by or on behalf of any ABHS Entity which are in effect that have a remaining term in excess of twelve (12) months and cannot be terminated without cause upon notice of ninety (90) days or less by the ABHS Entity that is a party to the agreement.

1.73 "New Participating Entity" has the meaning set forth in Section 4.6.

1.74 "Ordinary Course of Business" means the ordinary course of business, compliant with Applicable Laws and consistent with past custom and practice (including with respect to quantity and frequency) of any ABHS Entity.

1.75 "Other ABHS Property" means all assets (other than the ABHS Real Property) of every kind, character and description, whether tangible or intangible, used in connection with the operation of the Hospital and/or any other business or activity owned, operated or maintained by the ABHS Entities.

1.76 "Parties" means collectively, Ascension, ABHS and, for the limited purposes of Sections 8.1, 8.3, 8.4, 8.7 10.1, 10.6, 10.7, 10.8 and Articles XII, XIII, XV, XVI and XVII, ABA.

1.77 "Party" means any of Ascension, ABHS or for the limited purposes of Sections 8.1, 8.3, 8.4, 8.7, 10.1, 10.6, 10.7, 10.8 and Articles XII, XIII, XV, XVI and XVII, ABA.

1.78 "Permitted Encumbrances" means (a) encumbrances for Taxes not yet due and payable or being diligently contested in good faith and for which appropriate reserves have been established in accordance with GAAP; (b) liens for inchoate mechanics' and materialmen's liens for construction in progress and workmen's, repairmen's, warehousemen's and carriers' liens arising in the Ordinary Course of Business; (c) easements, restrictive covenants, rights of way and other similar restrictions of record that do not impair in any material respect the value of the assets or the continued conduct of the business of an ABHS Entity or its continued use of its assets in the manner currently used; (d) ground or air rights leases of medical office buildings and easements and other agreements (including cost sharing agreements) related to same; (e) tenant leases for space in any buildings owned by any ABHS Entities; (f) zoning, building and other similar restrictions that do not impair in any material respect the value of the asset or the continued conduct of the business of an ABHS Entity or its continued use of its assets in the manner currently used; (g) encumbrances, encroachments and other imperfections of title, and licenses or encumbrances, if any, of record that do not impair in any material respect the value of the asset or the continued conduct of the business of an ABHS Entity or its continued use of its assets in the manner currently used; (h) encumbrances arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the Ordinary

Course of Business; (i) in the case of leased property, all matters, whether or not of record, affecting the title of the lessor (and any underlying lessor) of the leased property that do not impair in any material respect the value of its asset or the continued conduct of the business of an ABHS Entity or its continued use of its assets in the manner currently used; and (j) liens securing the ABHS Obligations in accordance with the ABHS Master Indenture.

1.79 "Person" means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or governmental entity (or any department, agency, or political subdivision thereof).

1.80 "Personal Property Leases" means leases of any personal property used in, necessary or intended for the operation of any ABHS Entity or Facility that are Material Contracts.

1.81 "RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*

1.82 "Real Property Leases" has the meaning set forth in Section 8.12(a).

1.83 "Related Businesses" means those businesses in which an Alexian Subsidiary has a minority interest as set forth on Schedule 1.83.

1.84 "Restricted Period" has the meaning set forth in Section 5.2.

1.85 "Returns" means all returns, declarations and reports and all information returns and statements, required to be filed or sent with respect to all federal, state, county, local and other taxes of every kind and however measured, for any period ending on or before the Closing Date.

1.86 "Service" means the Internal Revenue Service.

1.87 "St. Alexius Medical Center Project" has the meaning set forth in Section 6.1(a).

1.88 "Tax-Exempt ABHS Entities" has the meaning set forth in Section 8.2.

1.89 "Taxes" means all federal, state, county, local and other taxes of every kind.

1.90 "WARN Act" means the federal law known as the Worker Adjustment, Retraining and Notification Act, as amended.

ARTICLE II

AFFILIATION GOALS AND OBJECTIVES

2.1 Vision Statement; Mission and Philosophy. ABA, ABHS and Ascension wish to continue to improve health care quality, enhance access to health care, senior care and senior housing and facilitate the building of a preeminent Catholic health care, senior care and senior

housing system through the combination of the ABHS Entities with Ascension. The Affiliation will benefit individuals, regardless of their ability to pay, by giving them increased access to integrated healthcare, senior care and senior living options. Each of ABHS and Ascension operates as a Catholic organization consistent with the Ethical and Religious Directives for Catholic Health Care as approved and promulgated from time to time by the United States Conference of Catholic Bishops (the "**Directives**"), is listed in the Official Catholic Directory and is exempt from federal income taxation under Section 501(a) of the Internal Revenue Code (the "**Code**"), as an organization described in Section 501(c)(3) of the Code.

2.2 **Affiliation Goals and Objectives.** The Affiliation offers both the ABHS Entities and Ascension the opportunity to: (a) further the charitable missions of ABHS and Ascension; (b) develop services that will improve access to comprehensive, convenient, high quality inpatient and outpatient Catholic healthcare, senior care and senior housing in accordance with the Directives throughout the communities served by the combined system; (c) promote community health and well being through patient-centered care, wellness and educational efforts; (d) enhance sound stewardship through the efficient delivery of all services, resulting in favorable financial performance for the ABHS Entities and Ascension; (e) further develop a comprehensive Catholic delivery system, emphasizing the efficacy of care, resulting in improved outcomes and quality of life for patients, recognition for quality and service excellence, and growth initiatives and service expansion opportunities for both the ABHS Entities and Ascension; (f) enhance physician, payor and consumer preference; and (g) enhance community benefit and public policy advocacy.

ARTICLE III

IMPLEMENTATION OF AFFILIATION

3.1 **Reorganization of ABHS.** As of the Effective Date, Ascension will serve as the sole corporate member of ABHS, and upon the Effective Date, ABHS shall become a Health Ministry of Ascension (the "**Alexian Health Ministry**") and shall be subject to Ascension policies and procedures on the same basis and with the same level of authority as other Health Ministries of Ascension, except as otherwise set forth in this Agreement.

3.2 **ABHS Remains Sole Member of Alexian Affiliates.** As of the Closing Date, ABHS shall remain the sole corporate member of the Alexian Affiliates and the Alexian Affiliates shall remain the members, partners, shareholders or owners of the Alexian Subsidiaries, except that Alexian Brothers Medical Center shall transfer all of its ownership interest in Edessa to Ascension.

3.3 **No Transfer of Assets; Excluded Assets.** Except as otherwise disclosed in writing by ABHS to Ascension prior to Closing and agreed to by the Parties, (a) the transactions contemplated hereby shall not affect the ownership, or result in the transfer or conveyance, of any asset owned as of the Closing Date by the ABHS Entities; and (b) all assets, including all general reserves, pension reserves, self-insurance reserves, accounts receivable, cash, cash equivalents and other assets (tangible or intangible, real or personal), owned or held in the name of the ABHS Entities shall remain the property of the respective ABHS Entity on the Closing Date. No assets of ABA shall be transferred in the transactions contemplated by this Agreement.

For purposes of clarity, the assets listed on Schedule 3.3 ("**Excluded Assets**") are assets of ABA and shall be retained by or transferred to ABA on or prior to the Closing Date. Notwithstanding the foregoing, at the Closing, provided that all required consents to effectuate such transfer are obtained, Alexian Brothers Medical Center shall transfer all of its ownership interest in Edessa to Ascension.

3.4 No Transfer of Liabilities. Subject to Section 3.5 below, all liabilities, indebtedness, commitments and other financial and operational obligations of ABHS and the Alexian Affiliates and all other ABHS Entities, whether known or unknown, fixed or contingent, recorded or unrecorded, currently existing as of the Closing Date or thereafter arising or otherwise (each an "**ABHS Liability**" and collectively, the "**ABHS Liabilities**") shall remain the liabilities and obligations of the ABHS Entities, respectively, from and after the Closing Date, including, but not limited to, the ABHS Obligations. Subject to Section 3.5 below, as of the Closing Date, the ABHS Liabilities shall include, without limitation, liabilities, accounts payable, medical malpractice liability, deferred compensation, accrued salary and benefits, taxes, interest payments, workers' compensation expenses, indebtedness, commitments, encumbrances, obligations, notes, loan agreements, indentures, mortgages, security agreements, debt service reserve fund agreements, financing statements, subordination agreements, of the ABHS Entities, currently existing or hereafter arising.

3.5 Refinancing of ABHS Obligations. Notwithstanding the foregoing, prior to the Closing, ABHS and Ascension shall develop a mutually-agreed upon "Plan of Financing" pursuant to which Ascension shall have an absolute obligation, to the extent feasible with respect to individual financings, to refinance the long-term debt of ABHS, including the ABHS Obligations (collectively, the "**ABHS Debt**"), and ABHS and the ABHS Entities listed on Schedule 3.5 shall become members of the Ascension Credit Group as applicable. On the Closing Date, Ascension shall deliver funds to ABHS (or to such trustees or escrow as may be designated by ABHS) in an amount sufficient to satisfy the outstanding ABHS Debt in accordance with their terms.

ARTICLE IV

GOVERNANCE

4.1 ABHS. ABHS shall amend its Governing Documents to provide that Ascension shall be the sole member of ABHS, and to otherwise fulfill the terms and conditions of this Agreement. The amended and restated Governing Documents (the "**Amended Governing Documents**") of ABHS to be effective as of the Closing Date shall incorporate the required elements of the Ascension System Procedure OL-1 and Model Bylaws that are not in conflict with the terms and provisions of this Agreement substantially in the form attached hereto as Schedule 4.1.

4.2 ABHS Entities. ABHS shall cause each of the Alexian Affiliates and Alexian Subsidiaries that operate any of the Facilities to amend its Governing Documents to be effective as of the Closing Date to incorporate the required elements of the Ascension System Procedure OL-1 and Model Bylaws that are not in conflict with the terms and provisions of this Agreement; provided, however, that as of Closing, each ABHS Entity local ministry site which currently has

a "Quality Council" or other advisory board shall retain such Quality Council or advisory board as currently constituted and with the same or similar mission, meeting state law requirements for hospital licensure and other operations as applicable.

4.3 **ABHS and Alexian Affiliates Boards of Directors.** As of Closing, the members of the boards of directors (each a "**Board**") of each of ABHS and the Alexian Affiliates shall remain in their current positions until they or their successors have been duly appointed and qualified pursuant to the Amended Governing Documents.

4.4 **ABHS Board Representation.** For a period of not less than four (4) years following the Closing Date, the Chairman of the Board of ABHS shall be, and Ascension shall appoint, an Alexian Brother recommended by ABA. The initial Chairman of the Board of ABHS shall be Brother James Classon, C.F.A., Provincial. If he shall not be able to act in such role, ABA shall recommend an alternate Alexian Brother who shall be appointed by Ascension.

4.5 **Ascension Board.** At or before Closing, ABA shall recommend an Alexian Brother to serve on the Board of Trustees of Ascension Health. The ABA recommendation is Brother Theodore Loucks, C.F.A. If he shall not be able to act in such role, ABA shall recommend an alternate Alexian Brother who shall be appointed to the Ascension Board.

4.6 **New Participating Entity in Ascension Health Ministries.** As of the Closing Date, the Congregation of Alexian Brothers, Immaculate Conception Province, Inc. ("**Alexian Brothers**") shall become a New Participating Entity in Ascension Health Ministries, a public juridic person that is the canonical sponsor of Ascension in accordance with the canonical statutes and bylaws of Ascension Health Ministries.

ARTICLE V

SENIOR MANAGEMENT AND EMPLOYEES; EMPLOYEE BENEFITS

5.1 **Continuation of Employment Agreements.** As of the Closing Date, each ABHS Entity shall continue to abide by the terms and conditions of each employment agreement by and between such entity and employee, in accordance with the terms and conditions of such agreement, unless and to the extent such an agreement is amended or a new agreement is entered into, with the consent of the employee covered by such agreement, to be effective on or before the Closing Date. Ascension shall take no action to require any ABHS Entity to terminate, amend or otherwise modify any such employment agreement.

5.2 **Employment of Other ABHS Employees (including any Alexian Brothers).** For a period of not less than ninety (90) days from and after the Closing Date (the "**Restricted Period**"), all ABHS Entities shall continue to employ all employees then employed by those same ABHS Entities as of the Closing Date, including any Alexian Brothers (the "**Employees**") in the same positions and at the same locations, at the same pay rates, and, except as may otherwise be set forth in the Benefit Transition Plan (as described in Section 5.3 below), with the same employee benefits and seniority as such Employees have as of the Closing Date, with no termination of employment or separation from service resulting (i) from the Affiliation; and/or (ii) by reason of overstaffing (unless severance is paid in accordance with ABHS policies and

procedures; provided however, that no WARN Act-covered employment losses result therefrom). During the Restricted Period, ABHS shall not be prohibited from terminating or causing the termination of any employee of any ABHS Entity for any permissible reason other than (i) the Affiliation; and/or (ii) overstaffing. After the Restricted Period, it is not anticipated that ABHS or any ABHS Entity will make any material cutbacks in hospital clinical and hospital non-administrative operational staffing levels resulting from the Affiliation, other than those typically associated with the ongoing operation of the Facilities, for a period of at least two (2) years.

5.3 **Employee Benefits; Benefit Transition Plan.** On or after the Closing Date, current ABHS Employee Benefit Plans shall be amended, modified, replaced or terminated in accordance with the provisions of the transition plan mutually agreed upon by ABHS and Ascension (the "**Benefit Transition Plan**") which shall set forth the manner and timing of which the Employees shall become enrolled in Ascension employee benefit plans.

5.4 **Incentive Compensation; Bonuses.** ABHS shall implement and pay, and Ascension shall not prohibit or hinder ABHS from implementing or paying, compensation and bonuses pursuant to the existing ABHS 2011 executive incentive compensation or bonus program as previously approved by ABHS for all executive employees who remain employed by ABHS on December 31, 2011, including any and all such benefits to be paid in 2012 according to such incentive compensation or bonus program and within such time frames as customarily paid. In the event that the Closing Date does not occur on or before December 31, 2011, ABHS shall implement and pay, and Ascension shall not prohibit or hinder ABHS from implementing or paying, the ABHS fiscal year 2012 executive compensation or bonus program as approved by ABHS including any and all such benefits to be paid in 2013 according to such incentive compensation or bonus program and within such time frames as customarily paid.

5.5 **Severance Agreements/Change in Control Plan.** The ABHS Entities have entered into severance agreements with certain key employees, an executive change in control plan that covers certain other key employees, and an executive severance plan that covers certain executive employees, to incentivize such employees to remain employed by the applicable ABHS Entity through and after the Closing Date, as previously made available to Ascension. The applicable ABHS Entity shall remain liable to make payments under such severance agreements, change in control plan and severance plan after the Closing Date and Ascension shall not prohibit or hinder such applicable ABHS Entity from making all such payments due after the Closing Date. Ascension shall take no action to require any ABHS Entity to terminate, amend, or otherwise modify such agreements or plans.

ARTICLE VI

CAPITAL COMMITMENTS; ALEXIAN BROTHERS SERVICES

6.1 **Future Capital Needs and System Initiatives.** Subject to the terms and conditions of this Agreement, as of the Closing Date, Ascension, to support the charitable mission and purposes of ABHS and in furtherance of the common healthcare and senior care missions of the ABHS Entities and Ascension, shall approve, without contingencies of any nature or kind, ABHS' funding of the two capital projects identified in subsection (a) and (b)

herein in a manner consistent with ABHS's original intent for the projects, but which scope must meet the minimum parameters set forth below:

(a) **St. Alexius Medical Center Project.** The completion of the modernization and expansion project at St. Alexius Medical Center consisting of the new bed tower (Phases I and II) and the east parking garage (the "**St. Alexius Medical Center Project**") in accordance with the permit issued on March 4, 2010 by the Illinois Health Facilities and Services Review Board ("**IHFSRB**") for Project #09-054. The entire project is anticipated to be completed no later than December 31, 2013. The total funding approved by Ascension for the St. Alexius Medical Center Project is not to exceed $125,000,000.

(b) **Alexian Village of Tennessee Project.** Subject only to all necessary governmental and third-party approvals, permits and licenses, the completion of the modernization and expansion project at Alexian Village of Tennessee consisting of the construction of a new nursing home, renovation of the existing nursing home and renovation/repurposing of the Alexian Inn (the "**Alexian Village of Tennessee Project**"). The entire project is anticipated to be completed no later than December 31, 2015. The total funding approved by Ascension for the Alexian Village of Tennessee Project is not to exceed $30,000,000.

6.2 **Capital Expenditure Requests.** In addition to the funding commitments approved for the St. Alexius Medical Center Project and the Alexian Village of Tennessee Project in Section 6.1 above, prior to Closing, ABHS and Ascension shall prepare mutually agreed-upon capital plans and budgets for the Alexian System for fiscal year 2012 (January 2012 through June 2012) and fiscal year 2013 (July 2012 through June 2013) for delivery at Closing. Such capital plans and budgets shall be categorized among the following budget pools per the Ascension capital allocation process: (i) major projects; (ii) threshold projects; (iii) information technology projects; (iv) facility infrastructure projects; and (v) discretionary capital (by dollar amount). ABHS and Ascension shall also prepare mutually agreed-upon operating statement and balance sheet projections for the Alexian System for each such fiscal year including targeted projections for operating EBITDA margin, net change in working capital and days cash on hand for delivery at Closing (collectively, the "**Financial Metrics**"); provided however, should the Alexian System fail to meet the Financial Metrics in any given quarter during fiscal year 2012 and fiscal year 2013 and is unable to reasonably demonstrate to the Chief Operating Officer of Ascension Health ("**COO**") that the Alexian System will be able to meet the Financial Metrics, on a year to date basis, in the next succeeding quarter, and unless otherwise waived in writing by the COO, ABHS shall submit to the COO for approval, a plan to adjust its capital spend such that the Financial Metrics can reasonably be expected to be met in the next succeeding quarter. During fiscal year 2012 and fiscal year 2013, provided that the Alexian System is meeting or exceeding the target projections for the Financial Metrics as set forth in the mutually agreed-upon operating statement and balance sheet projections, ABHS may make the capital expenditures as provided in the mutually agreed-upon capital plans and budgets without further approval from Ascension.

6.3 **Alexian Brothers Services.** Following the Closing Date, so long as the ABHS Entities are part of the Alexian System, Ascension and/or ABHS, as applicable to the particular

service(s), shall, or shall cause the ABHS Entities to, provide or continue to provide health care services to the Alexian Brothers, including, without limitation, all such services provided within the Alexian System (e.g., hospital inpatient and outpatient services, pharmacy, skilled nursing, physician care by employed physicians) at the lesser of (i) the most favorable rates offered to any third party payor or (ii) cost. ABHS and/or Ascension as applicable to the particular service(s) shall also, at the election of the Alexian Brothers, provide or cause to provide, or continue or cause to continue, those arrangements set forth on **Exhibit B** attached hereto. Ascension shall not prohibit or hinder the provision of any services contemplated in this Section 6.3.

ARTICLE VII

OPERATIONAL ASPECTS OF THE AFFILIATION

7.1 Medical Staff. The Closing shall not affect or change: (a) the medical staff privileges held by members of the medical staffs of the Facilities on the Closing Date; (b) the medical staff bylaws, rules and regulations, or credentialing procedures of the Facilities in effect on the Closing Date; or (c) any agreements with members of the medical staffs, whether the physicians be employed or contracted. The consummation of the transactions contemplated herein shall not result in a need for any reapplications of current members of medical staffs of the Facilities. Services available or provided to the medical staffs of the Facilities as of the Closing Date (e.g., in-house pagers, management service organization services, inclusion in website materials of ABHS, physician integration-based services and such other services as are compliant with all applicable rules and regulations including, but not limited to, 42 U.S.C. §1395nn) shall not be affected or changed by ABHS by reason of the Affiliation.

7.2 Donor Restricted Funds. Following the Closing Date, bequests, gifts and endowments of the ABHS Entities, including the Foundation, that are restricted as to use or manner of investment shall continue to be so restricted, and ABA, ABHS and Ascension shall honor donative intent with respect thereto. The operation of the Foundation shall not be changed or affected by the Affiliation and all grants or funds received at any time by an ABHS Entity, including the Foundation, and restricted by the donor to use at such entity, shall belong to or be the property of such ABHS Entity. Notwithstanding the foregoing, at least thirty (30) days in advance of the Closing Date, ABHS shall provide to Ascension a list of all temporary and permanent donor restricted funds held by ABHS Entities, and Ascension shall identify any temporary donor restricted funds or any permanent restricted funds which Ascension has reasonably determined to be inconsistent with the Affiliation contemplated herein (the "**Excluded Restricted Funds**"). ABHS shall use commercially reasonable efforts to have the Excluded Restricted Funds transferred from the ABHS Entity to another entity, or take such other actions as shall result in the Excluded Restricted Funds not being among the assets of the ABHS Entities as of the Closing Date. Following the Closing Date, any donations received by an ABHS Entity intended by the donor for receipt by ABA or the Alexian Brothers shall be forwarded accordingly.

7.3 Indigent and Charity Care. To be effective on the Effective Date, ABHS's charity care and community benefit policies shall be revised as necessary to be consistent with Ascension's policies and procedures regarding charity care and community benefit, attached hereto as **Exhibit C**, provided that the Ascension policies for the hospital Facilities are not more

restrictive than the ABHS policies in effect for such hospital Facilities during the year prior to the Closing Date. Such amended charity care policies shall remain in effect for no less than two (2) years following the Closing Date.

7.4 Continuation of Services; Access to Services. ABA, ABHS and Ascension acknowledge that, as of Closing, under Ascension's operating model, the Board of ABHS, consistent with its mission and exercise of fiduciary duties, determines material medical services provided at the Facilities, including, but not limited to, medical, surgical, critical care, emergency, obstetrics, mental health and inpatient rehabilitation services. For a period of at least twelve (12) months following the Closing Date, the current number of beds, and categories of service provided through each of the hospital Facilities will not substantially change. For a period of at least three (3) years following the Closing Date, Ascension, through ABHS, will maintain ownership and control of the hospital Facilities. For a period of at least two (2) years after the Closing Date, the admissions policies of the hospital Facilities will not become more restrictive than the policies in effect at the hospital Facilities during the year prior to the Closing Date.

7.5 Continuation of Facilities and Use of Name. Except as may be otherwise approved by the ABHS Board of Governors, including the Chairman, for a period of five (5) years following the Closing Date, ABHS shall: (i) operate the Facilities in accordance with the ISOFP process and under their current names and in accordance with the ABHS vision statement, mission statement and values; and (ii) use all outward indicia of same currently in use, including, but not limited to the Alexian name, logo and crest, in operation of the Facilities and the Related Businesses, such as in marketing materials, signage, letterhead, business cards. Ascension shall not prohibit or hinder ABHS from fulfilling such obligations.

7.6 Physician Contracts and Medical Staff Development Plan. All physician contracts with the ABHS Entities shall continue under the terms and conditions applicable as of the Closing Date. As of Closing, the ABHS Entities shall continue to follow the medical staff development plan currently in place for ABHS.

7.7 Healthcare Education and Community Service. The Closing shall not impact the healthcare education and other community services currently offered at or by the Facilities.

7.8 Healthcare Quality Indicators. After the Closing Date, ABHS shall adopt and implement healthcare quality indicators as used within the Ascension System, in addition to any other healthcare quality indicators that ABHS may determine to adopt and implement.

7.9 Return of Religious Materials. In the event that ABHS and/or Ascension enters into an agreement with any for-profit entity for a sale of assets which includes any assets of the Facilities and/or Related Businesses at any time in the future, as may be permitted under this Agreement, all religious icons, statues, crosses and related religious materials held by the converted Facilities and Related Businesses shall be returned to the Alexian Brothers.

7.10 Information Technology. Subject to a written "IT Transition Plan" to be agreed upon between ABHS and Ascension, Ascension shall implement, on a timely basis, information technologies for the ABHS Entities and Facilities as such technologies are currently available,

and in the future become available, on the same basis as other Health Ministries consistent with the ISOFP process.

7.11 Catholic Identity. On and after the Effective Date, the ABHS Entities and Facilities shall continue to be operated as Catholic organizations consistent with the Directives, unless otherwise determined by Ascension Health Ministries. After Closing, ABHS or Ascension shall submit to the Official Catholic Directory applicable change of information for the ABHS Entities as may be necessary for such organizations to be listed as under the sponsorship of Ascension Health Ministries as of the Effective Date, unless otherwise determined by Ascension Health Ministries.

7.12 Permanence of Affiliation. ABA, ABHS and Ascension acknowledge that at Closing, the Alexian Brothers shall become a New Participating Entity in Ascension Health Ministries and that until such time that the Alexian Brothers alienates to Ascension Health Ministries, the consent of the Alexian Brothers is required under the Ascension Health System Authority Matrix before any sale, transfer or substantial change in use of all or substantially all of the assets of ABHS or any ABHS Entities or Facilities that are Credit Group Members, or the divestiture, dissolution, closure, merger, consolidation, change in corporate membership or ownership, or corporate reorganization of ABHS or any ABHS Entities or Facilities that are Credit Group Members. Notwithstanding the forgoing, nothing contained herein or in this Agreement shall be interpreted to prohibit the delivery of any services provided by the ABHS Entities or Facilities in alternative operating models, structures, divisions or groupings within Ascension Health, as approved by ABHS.

7.13 Continued Development of ABHS Health Ministry. For a period of five (5) years following the Closing, any and all expansion of Ascension or the Alexian System in the State of Illinois (or such larger territory as Ascension and ABHS may agree) shall be accomplished through ABHS, with additional facilities/entities joining Ascension through the Alexian System as part of the Alexian Health Ministry; provided, however, that with respect to any additional facilities/entities more geographically proximate to other Ascension Health Ministries, ABHS may agree to have such facilities/entities join the Ascension System through such other Health Ministry.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES OF ABHS AND ABA

ABHS hereby makes the following representations and warranties, and ABA hereby makes the representations and warranties related to it in Sections 8.1, 8.3, 8.4, 8.7, to Ascension as of the Execution Date and as of the Closing Date, subject to Section 13.6:

8.1 Due Incorporation; Good Standing; Power. ABHS, the other ABHS Entities and ABA are each duly organized, validly existing and in good standing under the laws of the state or jurisdiction of organization, and ABHS and the other ABHS Entities each have the power and authority to own, operate or hold under lease their respective properties and assets and to carry on their respective businesses and operations as presently conducted.

8.2 **Tax-Exempt Status.** Each of the ABHS Entities listed on Schedule 8.2 (the "**Tax-Exempt ABHS Entities**") is an exempt organization under Section 501(c)(3) of the Code and is not a "private foundation" within the meaning of Section 509(a) of the Code. The Service has not taken, or proposed to take, any action to revoke the tax-exempt status of the Tax-Exempt Alexian Affiliates, and has not announced, or proposed to announce, that any Tax-Exempt Alexian Affiliate is a "private foundation" within the meaning of Section 509(c) of the Code. ABHS is not aware of any change in the organization or operation of ABHS, or any Tax-Exempt ABHS Entity which would result in a loss of any of such entity's status as an organization described in Section 501(c)(3) of the Code, which could cause such entity to be treated as a "private foundation" within the meaning of Section 509(a) of the Code or which could cause the facilities in which exempt operations are conducted to become other than fully exempt from property taxation.

8.3 **Corporate Authorization; Capitalization of Edessa.**

(a) Each of ABHS and ABA has the full corporate power and authority to enter into and to perform its obligations under this Agreement.

(b) The execution, delivery and performance of this Agreement by each of ABHS and ABA has been duly and properly authorized by proper corporate action in accordance with applicable laws and its articles of incorporation and bylaws.

(c) This Agreement constitutes the lawful, valid and legally binding obligation of ABHS and ABA, enforceable against them in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or other laws of general application affecting the enforcement of creditors' rights and by general equitable principles.

(d) The authorized share capital of Edessa consists of 120,000 shares, One Dollar ($1.00) par value, all of which are issued and outstanding. The shares have been duly authorized and are validly issued and are fully paid. Alexian Brothers Medical Center owns and has good title to all of the outstanding shares of Edessa beneficially and of record, free and clear of all encumbrances.

8.4 **No Violation; Approvals.**

(a) Except as may otherwise be disclosed in writing between the Parties prior to Closing, the execution, delivery and performance of this Agreement shall not result in the creation of any lien, charge, or encumbrance of any kind or the termination or acceleration of any indebtedness or other obligation of any ABHS Entity, and is not prohibited by, does not violate or conflict with any provision of, and does not constitute a default under or breach of any Material Contract, indenture, mortgage, material permit or license, or governmental approval to which any ABHS Entity or ABA is a party or is subject or by which any such entity is bound, or any Applicable Law.

(b) Except as may otherwise be disclosed in writing between the Parties prior to Closing, no approval, authorization, registration, consent, order, filing or other action that has not occurred or been obtained with or from any Person, including any court,

administrative agency or other governmental authority, is required for the execution and delivery of this Agreement by ABHS or ABA, or the consummation by ABHS or ABA of the transactions contemplated or required hereby.

8.5 Financial Statements.

(a) ABHS has delivered to Ascension true and correct copies of the audited financial statements of ABHS for the two (2) years ended December 31, 2010 and 2009 and the unaudited financial statements of the ABHS Entities (individually to the extent available) for the interim period from December 31, 2010 through the most recent month-end date for which financial statements were available prior to the Closing Date (such unaudited interim financial statements and audited financial statements collectively, the "**ABHS Financial Statements**").

(b) The ABHS Financial Statements are complete and present fairly in all material respects the financial position of the ABHS Entities and the results of their operations, changes in net assets and cash flows at the dates and for the periods indicated, in conformity with GAAP, applied consistently for the periods specified, including the consistent use of assumptions, practices, procedures and terminology, except as may otherwise be disclosed in writing between the Parties prior to Closing.

(c) From and after December 31, 2010, except as may otherwise be disclosed in writing between the Parties prior to Closing, no ABHS Entity has made any material changes to its accounting methods or practices, including methods or practices used to:

(i) establish reserves on any patient and notes receivables;

(ii) establish estimates of any third-party settlements; and

(iii) determine the value of any other accounts which require subjective determinations.

(d) Except as may otherwise be disclosed in writing between the Parties prior to Closing, the ABHS Entities do not have any liabilities or obligations, whether contingent or absolute, direct or indirect, or matured or unmatured, which are not shown or provided for in the most recent audited ABHS Financial Statements provided to Ascension prior to the Closing Date, other than (i) obligations or liabilities arising in the Ordinary Course of Business; and (ii) claims covered by insurance or self-insurance.

(e) Except as may otherwise be disclosed in writing between the Parties prior to Closing, none of the assets of the ABHS Entities is subject to restrictions imposed by the donors of specific funds.

8.6 Interim Changes. Except for matters expressly permitted or authorized by this Agreement and except as may otherwise be disclosed in writing between the Parties prior to Closing, there has not been, after the date of the most recent ABHS Financial Statements:

(a) any Material Adverse Change in the ABHS Entities in the aggregate;

(b) any damage, destruction or loss, whether or not covered by insurance, which has had or could have, in the aggregate, a materially adverse effect on an ABHS Entity;

(c) any disposition by an ABHS Entity of any material property, rights or other assets owned by or employed in an ABHS Entity, except for dispositions in the Ordinary Course of Business of an ABHS Entity, and other dispositions contemplated by this Agreement;

(d) any amendment or termination of any Material Contract which has had or could reasonably be expected to have, in the aggregate, a materially adverse effect on an ABHS Entity;

(e) any new Material Contract, or any material amendment to an existing Material Contract between an ABHS Entity and a physician; and

(f) any adoption or material amendment of any bonus, profit-sharing, incentive or severance agreement or arrangement, or any ABHS Employee Benefit Plan, involving any officer, director or Employee.

8.7 Legal Proceedings. Except as may otherwise be disclosed in writing between the Parties prior to Closing, neither any ABHS Entity nor ABA is a defendant in, or to ABHS's or ABA's Knowledge, is threatened with any action, suit, proceeding, complaint, charge, hearing, investigation or arbitration or other method of settling disputes or disagreements which could reasonably be expected to materially and adversely affect its business or financial condition or the ability of any of such entity to perform hereunder. Except as may otherwise be disclosed in writing between the Parties prior to Closing, neither any ABHS Entity nor ABA has received any written notice of any investigation, threatened or contemplated, by any federal, state or local governmental or regulatory agency, including those involving its business practices and policies, which could, in the aggregate, reasonably be expected to result in a Material Adverse Change in the ABHS Entities or ABA.

8.8 ABHS Entities Businesses Licenses and Permits. Except as may otherwise be disclosed in writing between the Parties prior to Closing, each ABHS Entity holds all governmental licenses, permits, certificates, consents and approvals, the noncompliance of which could reasonably be expected to result in a Material Adverse Change in ABHS's business and operations (collectively, the "**ABHS Licenses and Permits**"). Except as may otherwise be disclosed in writing between the Parties prior to Closing, such ABHS Licenses and Permits are current and valid, the expiration or non-validity of which could reasonably be expected to result in a Material Adverse Change to ABHS's business and operations. Except as may otherwise be disclosed in writing between the Parties prior to Closing, no written notice from any governmental authority in respect to the revocation, termination, suspension or limitation of any ABHS Licenses and Permits has been received, nor, to ABHS's Knowledge, is there any proposed or threatened issuance of any such notice or, to ABHS's Knowledge, any basis for any such action.

8.9 No Material Omissions. ABHS has responded, or will respond prior to Closing, in all material respects to Ascension's requests for information and documentation as part of Ascension's due diligence review of the business, operations, assets and liabilities of the ABHS Entities, including information requested pertaining to entities for which ABHS holds any membership or ownership interest, or with which ABHS is otherwise affiliated. To its Knowledge, ABHS has not omitted any material information in its respective responses to Ascension's requests as of the Effective Date, or as of the Closing Date, as applicable. ABHS has not received and not disclosed any material information which would render untrue or misleading as of the Closing Date any information previously disclosed to Ascension during its due diligence review.

8.10 Violations of Law. To ABHS's Knowledge, no material violations of any Applicable Laws, including all Health Care Laws and Environmental, Health and Safety Laws exist with respect to the operations of any of the ABHS Entities which could reasonably be expected to result in a Material Adverse Change in the business or operations of ABHS.

8.11 Owned Real Property.

(a) ABHS has provided to Ascension, or will provide before Closing, by common address and property identification number, a list of all material real property owned by any ABHS Entity and used in the connection with the current operations of the ABHS Entities or the Facilities (the "**ABHS Real Property**").

(b) Except as may otherwise be disclosed in writing between the Parties prior to Closing, one or more of the ABHS Entities holds fee simple title to the ABHS Real Property free and clear of all liens, mortgages, security interests, options, pledges, charges, covenants, conditions, restrictions and other encumbrances and claims of any kind or character whatsoever, other than Permitted Encumbrances.

(c) To ABHS's Knowledge, the Facilities located on each parcel of the ABHS Real Property are supplied with utilities and other services necessary for the operation of such facilities, including gas, electricity, water, telephone, sanitary sewer, and storm sewer, all of which services are adequate for normal operation of such Facilities.

(d) Except as may otherwise be disclosed in writing between the Parties prior to Closing, there are no outstanding options, rights of first refusal or rights of first offer to purchase any ABHS Real Property or any portion thereof or any interest therein.

(e) Except as may otherwise be disclosed in writing between the Parties prior to Closing, no ABHS Entity has leased or otherwise granted to any Person the right to use any material portion of any ABHS Real Property.

8.12 Leased Real Property Leases.

(a) ABHS has provided to Ascension, or will provide before Closing, a list of all leases of real property leased by any ABHS Entity (the "**Real Property Leases**") in the operation of its business. ABHS has provided to Ascension, or will provide before Closing, copies of all Real Property Leases.

(b) Prior to the Closing, to the extent that the transaction contemplated hereby constitutes an assignment for which consent of the lessor is required under any material Real Property Leases, each ABHS Entity that is the tenant under such material Real Property Leases shall obtain written consents executed by such lessors and shall deliver same to Ascension at Closing.

8.13 Title to Assets. To ABHS's Knowledge, except as may otherwise be disclosed in writing between the Parties prior to Closing, and other than the ABHS Real Property, each ABHS Entity has good and defensible title to all of the Other ABHS Property, free and clear of all liens, mortgages, security interests, options, pledges, charges, covenants, conditions, restrictions and other encumbrances and claims of any kind or character whatsoever, other than Permitted Encumbrances.

8.14 Affiliates and Subsidiaries. Exhibit A sets forth an accurate and complete organizational chart of the Alexian System.

8.15 Insurance. ABHS has provided, made available, or will provide prior to Closing, to Ascension a summary description (including the name of the insurer, coverage, premium and expiration date) of all ABHS Insurance Policies. To ABHS's Knowledge, the ABHS Insurance Policies are in full force and effect and shall remain in full force and effect through the Closing Date, unless expiring prior to the Closing Date and not intended to be renewed, as disclosed in writing between the Parties prior to Closing.

8.16 Taxes. The ABHS Entities have filed, or shall file, all Returns required to be filed or sent with respect to all Taxes for any period ending on or before the Closing Date. Except as may otherwise be disclosed in writing between the Parties prior to Closing, as of the time of filing, the Returns correctly reflected, and Returns prepared or being prepared, but not yet filed as of the Closing Date shall correctly reflect, the income, business, assets, operations, activities and status of each ABHS Entity, as applicable, and any other information required to be shown therein. Each ABHS Entity has timely paid or made provision for all Taxes shown as due and payable on its Returns required to be filed or sent prior to the Closing Date and has made provision for timely payment of all Taxes that shall be shown as due and payable on its Returns required to be filed or sent by it after the Closing Date and relating to any period prior to the Effective Date, except for such returns as may be contested or otherwise in dispute.

8.17 ABHS Employee Benefit Plans.

(a) ABHS has made available, or will make available prior to Closing, to Ascension an accurate and complete list of all "employee welfare benefit plans" (as defined in Section 3(1) of ERISA), "employee pension benefit plans" (as defined in Section 3(2) of ERISA), and all other employee benefit plans and policies, including, without limitation, any bonus, deferred compensation, severance, salary continuation, vacation, sick leave, fringe benefit, insurance or welfare plan, or any similar plan or arrangement, whether or not exempt from ERISA, as a Church Plan or otherwise, that are sponsored, maintained or contributed to by any ABHS Entity for the benefit of any Employees (all such plans and arrangements being referred to herein as "**ABHS Employee Benefit Plans**").

(b) True, correct, and complete copies of (i) all the documents constituting the ABHS Employee Benefit Plans, (ii) annual reports on Form 5500 (to the extent required to be filed), Form 990, Form PBGC-1, and actuarial valuation reports for the most recent plan year for all ABHS Employee Benefit Plans, and (iii) the most recent IRS determination or opinion letter for the most recent plan year for each ABHS Employee Benefit Plan that is intended to be qualified under Code Section 401(a), have been made available to Ascension or will be made available to Ascension prior to the Closing Date.

(c) Except as may otherwise be disclosed in writing between the Parties prior to Closing, neither ABHS nor any other ABHS Entity sponsors, maintains or contributes to, or has any material liability (whether actual or contingent, with respect to any of its assets or otherwise) with respect to any plan that is subject to Section 302 of ERISA, Section 412 of the Code, or Title IV of ERISA. Neither ABHS nor any other ABHS Entity has ever been a contributing employer under a multiemployer plan or incurred a complete or partial withdrawal from any multiemployer plan, as defined in Section 3(37) of ERISA.

(d) Each ABHS Employee Benefit Plan has been administered, maintained and operated in all material respects in accordance with its constituent documents and with all applicable provisions of the Code, ERISA and other Applicable Law.

(e) Except as may otherwise be disclosed in writing between the Parties prior to Closing, each ABHS Employee Benefit Plan that is intended to be qualified under Code Section 401(a) either (i) has received a determination letter from the Service to the effect that it meets the requirements of Code Section 401(a) and which reflects compliance with all applicable legislation, or (ii) uses an IRS-approved prototype or volume submitter plan and is entitled to rely on the IRS opinion letter issued to the sponsor of such prototype or volume submitter plan under applicable IRS guidance; and, to the Knowledge of ABHS, no event or circumstance has occurred or exists since the date of any such determination or opinion letter that could reasonably be expected to adversely affect the qualification of such Plan.

(f) With respect to each ABHS Employee Benefit Plan that is subject to Title 1 of ERISA, no Person holds (or has ever held) any fiduciary office who would be prohibited from doing so under Section 411 of ERISA and there has not occurred any (i) non-exempt "prohibited transaction" (within the meaning of Code Section 4795) or transaction prohibited by Section 406 or 407 of ERISA, or (ii) breach of any fiduciary duty described in Section 404 or 405 of ERISA, that would result in any material liability for any ABHS Entity, or any member, officer, director, consultant or employee of any ABHS Entity.

(g) Except as may otherwise be disclosed in writing between the Parties prior to Closing, neither ABHS nor any other ABHS Entity maintains or contributes to any employee welfare benefit plan (as defined in Section 3(1) of ERISA) that provides medical, health, life insurance or other welfare-type benefits for current or future retired or terminated employees, their spouses or dependents, other than in accordance with COBRA or similar applicable state law.

8.18 Medicare and Medicaid. Except as may otherwise be disclosed in writing between the Parties prior to Closing:

(a) No ABHS Entity is engaged in termination proceedings as to its participation in Medicare or Medicaid, nor has it received written notice that its current participation in Medicare or Medicaid is subject to any contest, termination or suspension as a result of alleged violations or any noncompliance with participation requirements;

(b) Each ABHS Entity that participates in Medicare or Medicaid meets the conditions for participation in the Medicare and Medicaid programs, and there is not now pending or, to ABHS's Knowledge, any threatened proceeding or investigation under such programs involving any of the foregoing;

(c) Each ABHS Entity has timely filed or caused to be timely filed all cost reports and other reports of every kind required by law or by written or oral contract or otherwise to have been filed or made with respect to the purchase of the services of an ABHS Entity or Facility by third-party payors, including the Medicare and Medicaid programs and other insurance carriers, and all such reports are accurate and complete in all material respects and have been prepared and submitted in accordance with cost and accounting principles consistently applied. ABHS has not received written notice of any dispute between (i) an ABHS Entity; and (ii) any government entity, quasi-governmental authority or any State or Federal Health Care Program or any pending investigation thereby, regarding such cost reports other than with respect to adjustments thereto made in the Ordinary Course of Business. Except as may be included in settlements of open cost reports, to ABHS's Knowledge, no ABHS Entity has received any written notice that any State or Federal Health Care Program has any claims against any of them that could result in material offsets against future reimbursement to an ABHS Entity.

(d) To ABHS's Knowledge, the billing practices of each ABHS Entity has been in compliance with all Health Care Laws and the requirements of all Health Care Programs in which such ABHS Entity participates.

8.19 Accreditation. ABHS has provided or made available to Ascension, or will provide or make available to Ascension prior to Closing, a list of current accreditations by various accreditation organizations, including, without limitation, The Joint Commission, of the Facilities. To ABHS's Knowledge, no notice or proposed or threatened issuance of any such notice has been received from any accreditation organization with respect to the suspension, revocation or termination of the accreditation of any ABHS Entity.

8.20 Material Contracts. ABHS has provided, made available or will make available prior to Closing, to Ascension, copies of all Material Contracts. Except as may otherwise be disclosed in writing between the Parties prior to Closing, to ABHS's Knowledge, no ABHS Entity is in breach or default in any material respect under any term or provision of any Material Contract.

8.21 Compliance Program. ABHS has provided to Ascension a copy of ABHS's current compliance program materials. Except as may otherwise be disclosed in writing between

the Parties prior to Closing, no Facility: (a) is party to a Corporate Integrity Agreement with the Office of Inspector General of the United States Department of Health and Human Services; (b) has reporting obligations pursuant to any settlement agreement entered into with any federal, state or local government entity; (c) to ABHS's Knowledge, has been the subject of any government payor program investigation conducted by any federal or state enforcement agency within the past three (3) years; (d) has been a defendant in any unsealed *qui tam*/False Claim Act litigation within the past three (3) years; (e) has been served with or received, within the past three (3) years, any search warrant, subpoena, civil investigative demand, contact letter, or, to ABHS's Knowledge, telephone or personal contact by or from any federal or state enforcement agency (except in connection with medical services provided to third parties who may be defendants or the subject of investigation in conduct unrelated to the operation of the health care businesses conducted by the ABHS Entities; or (f) has received, to ABHS's Knowledge, any complaints within the past three (3) years from employees, independent contractors, vendors, physicians, or any other Person that resulted in a claim being filed with a federal, state or local government entity alleging that a Facility has violated any law or regulation. For purposes of this Agreement, the term "compliance program" refers to provider programs of the type described in the compliance guidance published by the Office of the Inspector General of the Department of Health and Human Services.

8.22 Exclusion from Health Care Programs. Each ABHS Entity has a program in place to determine whether any of its employees, agents or independent contractors has been: (a) excluded from participating in any Health Care Program; (b) subject to sanction or been indicted or convicted of a crime, or pled *nolo contendere* or to sufficient facts, in connection with any allegation of violation of any Health Care Program requirement or Health Care Law; or (c) debarred or suspended from any federal or state procurement or nonprocurement program by any government agency.

8.23 Environmental, Health and Safety Laws.

(a) Except as may otherwise be disclosed in writing between the Parties prior to Closing, to ABHS's Knowledge (i) the ABHS Real Property is not in material violation of any Environmental, Health and Safety Laws; (ii) the ABHS Entities have not received any written notice within the past three (3) years alleging or asserting either a material violation of any Environmental, Health and Safety Law or a material legal obligation to investigate, assess, remove, or remediate any part or all of the ABHS Real Property under or pursuant to any Environmental, Health and Safety Law; (iii) the ABHS Entities have not possessed, managed, processed, released, handled or disposed of or discharged Hazardous Materials at, on or from the ABHS Real Property (including groundwater), in material violation of any Environmental, Health and Safety Laws or in such manner as to give rise to any material liability under any Environmental, Health and Safety Laws; (iv) no prior owners, operators or occupants of the ABHS Real Property have caused or allowed any Hazardous Materials to be discharged, possessed, managed, processed, released or otherwise handled on the ABHS Real Property in violation of any Environmental, Health and Safety Law; (v) the ABHS Entities are complying, and for the past three (3) years have complied, in all material respects, with all applicable Environmental, Health and Safety Laws; and (vi) the ABHS Real Property does not contain any material quantities of asbestos-containing material in such form or condition

for which abatement, repair or removal is currently required by applicable Environmental, Health and Safety Laws.

(b) Except as may otherwise be disclosed in writing between the Parties prior to Closing, to ABHS's Knowledge, no underground storage tanks, as defined in RCRA or under applicable state law, are present on the ABHS Real Property or are operated at any location of an ABHS Entity, and, to ABHS's Knowledge, no such underground storage tanks were previously abandoned, removed, or closed. All underground storage tanks so identified are in material compliance with state and federal laws and regulations concerning underground storage tanks, including upgrading requirements.

(c) Except as may otherwise be disclosed in writing between the Parties prior to Closing, to ABHS's Knowledge, the ABHS Entities have never sent, disposed of or arranged for disposal or treatment, arranged with a transporter for transport for disposal or treatment, transported, or accepted for transport any Hazardous Material to a facility, site or location, which, pursuant to CERCLA or any similar state or local law (i) has, to ABHS's Knowledge, been placed or is proposed to be placed, on the National Priorities List or its state equivalent; or (ii) which, to ABHS's Knowledge, is subject to a claim, administrative order or other request to take removal or remedial action by any Person pursuant to any Environmental, Health and Safety Laws. Except as may otherwise be disclosed in writing between the Parties prior to Closing, within the last three (3) years, to ABHS's Knowledge, none of the ABHS Entities has received a request for information pursuant to CERCLA or other similar law and ABHS is not aware of any threatened claims against any ABHS Entities pursuant to CERCLA or similar law.

8.24 Intellectual Property. To ABHS's Knowledge, no proceedings are pending or threatened that challenge the validity of the ownership by the ABHS Entities of any Intellectual Property. The ABHS Entities have not licensed anyone to use such Intellectual Property and ABHS has no Knowledge of the use or infringement of any such Intellectual Property by any other Person.

8.25 Computer Software and Systems. To ABHS's Knowledge, the ABHS Entities have all necessary rights, title and interests (including license interests, as applicable) to own or use, as the case may be, all the Computer Software and Systems used in the conduct of their businesses.

8.26 Medical Staff Matters. ABHS has made available to Ascension, or will make available to Ascension prior to Closing, true, correct, and complete copies of the medical staff bylaws and rules and regulations of the Facilities that are hospitals as well as a list of all current members of the medical staffs. Except as may otherwise be disclosed in writing between the Parties prior to Closing, there are no pending or, to ABHS's Knowledge, threatened disputes with or investigations of members of or applicants to the Facilities' medical staffs and all appeal periods in respect of any medical staff member or applicant against whom an adverse action has been taken have expired. Notwithstanding the foregoing, ABHS shall not be required to disclose any information pursuant to this Section 8.26 where such disclosure is prohibited by state law or where such disclosure would, in ABHS's reasonable discretion, potentially jeopardize any applicable privilege that would protect the disclosure of such information to third parties.

8.27 Labor. Except as may otherwise be disclosed in writing between the Parties prior to Closing (i) there are no labor union or collective bargaining agreements in effect with respect to the employees of the ABHS Entities with respect to the operation of any of the Facilities; (ii) to ABHS's Knowledge, no union representation effort is underway respecting any employees at the Facilities; (iii) no demand has been made for recognition by a labor organization by or with respect to any employees at any of the Facilities; and (iv) to ABHS's Knowledge, no union organizing activities by or with respect to any employees at any of the Facilities is taking place, and to ABHS's Knowledge none of the employees at any of the Facilities is represented by any labor union or organization. There is no unfair labor practice complaint against ABHS pending, or to the Knowledge of ABHS threatened, before the National Labor Relations Board that would materially affect the operation of any of the Facilities. There is no labor strike, arbitration, dispute, slowdown or stoppage, and no union organizing campaign, pending, or to the Knowledge of ABHS threatened, that would materially affect the operation of any of the Facilities.

8.28 Survival. None of the representations and warranties set forth in this Article VIII shall survive the Closing.

ARTICLE IX

REPRESENTATIONS AND WARRANTIES OF ASCENSION

Ascension makes as of the Execution Date and as of the Closing Date the representations and warranties set forth below, subject to Section 12.6.

9.1 Due Incorporation; Good Standing; Power. Ascension is a Missouri not-for-profit corporation, exempt from federal income taxation under Section 501(c)(3) of the Code. Ascension is duly organized, validly existing and in good standing under the laws of the State of Missouri, and has the corporate power and authority to own, operate or hold under lease its properties and assets and to carry on its business and operations as presently conducted.

9.2 Corporate Authorization. Ascension has the full corporate power and authority to enter into, and to perform its obligations under, this Agreement. The execution, delivery and performance of this Agreement by Ascension has been duly and properly authorized by proper corporate action in accordance with applicable laws and its articles of incorporation and its corporate bylaws. This Agreement constitutes the lawful, valid and legally binding obligation of Ascension, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or other laws of general application affecting the enforcement of creditors' rights and by general equitable principles.

9.3 No Violation. The execution, delivery and performance of this Agreement shall not result in the creation of any lien, charge, or encumbrance of any kind or the acceleration of any indebtedness or other obligation of Ascension, and is not prohibited by, does not violate or conflict with any provision of, and does not constitute a default under or breach of any contract, lease, agreement, indenture, mortgage, pledge, sublease, option, assignment, permit, license, approval or other commitment to which Ascension is a party or is subject or by which Ascension is bound, any judgment, decree, order, writ or injunction of any court or regulatory authority, or

any law, statute, rule or regulation applicable to it. No approval, authorization, registration, consent, order or other action of or filing with any Person, including any court, administrative agency or other governmental authority, is required (that has not been obtained) for the execution and delivery by Ascension of this Agreement or the consummation by Ascension of the transactions contemplated hereby.

9.4 No Material Omissions. Ascension has responded in all material respects to ABHS's and ABA's requests for information and documentation as part of ABHS's and ABA's due diligence review of the business, operations, assets and liabilities of Ascension. Ascension has not knowingly omitted any material information in its respective responses to ABHS's and ABA's requests as of the Effective Date, or as of the Closing Date, as applicable. Ascension has not received and not disclosed any material information which would render untrue or misleading as of the Closing Date any information previously disclosed to ABHS during its due diligence review.

9.5 Compliance with Law. To Ascension's Knowledge, Ascension is in material compliance with all Applicable Laws, including all Health Care Laws and Environmental, Health and Safety Laws, the noncompliance with which could reasonably be expected to result in a Material Adverse Change to Ascension's business and operations.

9.6 Legal Proceedings. Except as may otherwise be disclosed in writing between the Parties prior to Closing, Ascension is not a defendant in, or threatened with, any action, suit, proceeding, complaint, charge, hearing, investigation or arbitration or other method of settling disputes or disagreements which may materially and adversely affect its business or financial condition or Ascension's ability to perform hereunder. Except as may otherwise be disclosed in writing between the Parties prior to Closing, Ascension has not received notice of any investigation, threatened or contemplated, by any Federal, state or local governmental or regulatory agency, including those involving its business practices and policies which could have, in the aggregate, a materially adverse effect on the business of Ascension.

9.7 Tax-Exempt Status. Ascension is an exempt organization under Section 501(c)(3) of the Code and is not a "private foundation" within the meaning of Section 509(a) of the Code. The Service has not taken, or proposed to take, any action to revoke the tax-exempt status of Ascension.

9.8 Taxes. Ascension has filed, or shall file, all information returns required to be filed or sent for any period ending on or before the Closing Date. Except as may otherwise be disclosed in writing between the Parties prior to Closing, as of the time of filing, the Returns correctly reflected, and Returns prepared or being prepared, but not yet filed as of the Closing Date shall correctly reflect, the income, business, assets, operations, activities and status of Ascension and any other information required to be shown therein, the inaccuracy of which could reasonably be expected to result in a Material Adverse Change to Ascension's business and operations. Ascension has timely paid or made provision for all Taxes shown as due and payable on its Returns required to be filed or sent prior to the Closing Date and has made provision for timely payment of all Taxes that shall be shown as due and payable on its Returns required to be filed or sent by it after the Closing Date and relating to any period prior to the Effective Date, the non-payment of which could reasonably be expected to result in a Material Adverse Change to

Ascension's business and operations, except for such Returns as may be contested or otherwise in dispute.

9.9 Compliance Program. Ascension has provided to ABHS a copy of Ascension's current compliance program materials. Except as may otherwise be disclosed in writing between the Parties prior to Closing, and based solely on information reported to Ascension under its corporate compliance program, no Ascension facility: (a) is party to a Corporate Integrity Agreement with the Office of Inspector General of the United States Department of Health and Human Services; (b) has reporting obligations pursuant to any settlement agreement entered into with any federal, state or local government entity; (c) has been the subject of any government payor program investigation conducted by any federal or state enforcement agency within the past three (3) years; (d) has been a defendant in any unsealed *qui tam*/False Claim Act litigation within the past three (3) years; (e) has been served with or received, within the past three (3) years, any search warrant, subpoena, civil investigative demand, contact letter, or, telephone or personal contact by or from any federal or state enforcement agency (except in connection with medical services provided to third parties who may be defendants or the subject of investigation in conduct unrelated to the operation of the health care businesses conducted by the Ascension; or (f) has received any complaints within the past three (3) years from employees, independent contractors, vendors, physicians, or any other Person that resulted in a claim being filed with a federal, state or local government entity alleging that an Ascension facility has violated any law or regulation.

9.10 Exclusion from Health Care Programs. Each Ascension Health Ministry of Ascension Health has a program in place to determine whether any of its employees, agents or independent contractors has been: (a) excluded from participating in any Health Care Program; (b) subject to sanction or been indicted or convicted of a crime, or pled *nolo contendere* or to sufficient facts, in connection with any allegation of violation of any Health Care Program requirement or Health Care Law; or (c) debarred or suspended from any federal or state procurement or nonprocurement program by any government agency.

9.11 Financial Statements. Ascension has delivered to ABHS true and correct copies of the audited financial statements of Ascension for the two (2) years ended June 30, 2010 and 2009 as consolidated through Ascension's audited financial statements for those years, (collectively, the "**Ascension Financial Statements**").

(a) The Ascension Financial Statements are complete and present fairly in all material respects the financial position of Ascension and the results of their operations, changes in net assets and cash flows at the dates and for the periods indicated, in conformity with GAAP, applied consistently for the periods specified, including the consistent use of assumptions, practices, procedures and terminology, except as may otherwise be disclosed in writing between the Parties prior to Closing.

(b) From and after June 30, 2011, except as may otherwise be disclosed in writing between the Parties prior to Closing, Ascension has not made any material changes to its accounting methods or practices, including methods or practices used to:

(i) establish reserves on any patient and notes receivables;

(ii) establish estimates of any third-party settlements; and

(iii) determine the value of any other accounts which require subjective determinations.

(c) Except as may otherwise be disclosed in writing between the Parties prior to Closing, Ascension does not have any liabilities or obligations, whether contingent or absolute, direct or indirect, or matured or unmatured, which are not shown or provided for in the most recent audited Ascension Financial Statements provided to ABHS prior to the Closing Date, other than (i) obligations or liabilities arising in the Ordinary Course of Business; and (ii) claims covered by insurance or self-insurance.

9.12 Interim Changes. Except for matters expressly permitted or authorized by this Agreement and except as may otherwise be disclosed in writing between the Parties prior to Closing, there has not been, after the date of the most recent Ascension Financial Statements:

(a) any Material Adverse Change in Ascension's business and operations;

(b) any dispositions by Ascension of any property, rights or other assets, except for dispositions in the Ordinary Course of Business and other dispositions contemplated by this Agreement which, in the aggregate, could reasonably be expected to result in a Material Adverse Change in Ascension's business and operations; or

(c) any amendment or termination of any material contract to which Ascension is a party which, in the aggregate, has resulted in or could reasonably be expected to result in, a Material Adverse Change in Ascension's business and operations.

9.13 Disclosure. The representations and warranties of Ascension contained in this Agreement, and each certificate or other document delivered by Ascension pursuant to this Agreement, or in connection with the transactions contemplated hereby, are accurate, correct and complete, do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements and information contained therein not misleading.

9.14 Survival. None of the representations and warranties set forth in this Article IX shall survive the Closing.

ARTICLE X

PRE-CLOSING COVENANTS OF ABHS AND LIMITED ABA COVENANTS

ABHS (with respect to itself and each ABHS Entity) and ABA (solely with respect to the covenants set forth at Sections 10.1, 10.6, 10.7 and 10.8), hereby each agree to keep, perform and fully discharge the following covenants and agreements, as applicable:

10.1 Interim Conduct of Business. From the Execution Date to the Effective Date:

(a) Each of ABHS and ABA shall use its reasonable best efforts to, and to cause the ABHS Entities to:

(i) preserve, protect and maintain the business, properties and assets of the ABHS Entities;

(ii) operate the business of the ABHS Entities as going concerns consistent with prior practices and not other than the Ordinary Course of Business;

(iii) preserve the goodwill and reputation of the Alexian System and its business with people and entities having business or other relations with the ABHS Entities, including physicians, employees, patients, customers and suppliers; and

(iv) obtain all documents called for by this Agreement and required to facilitate the consummation of the transactions contemplated by this Agreement.

(b) ABHS shall provide Ascension promptly with interim financial statements, as referenced in Section 8.5.

(c) Without obtaining Ascension's prior written consent, no ABHS Entity shall:

(i) make any changes, or permit any changes to be made, in the articles of incorporation or corporate bylaws of an ABHS Entity, except for changes expressly contemplated and authorized by this Agreement; or

(ii) enter into any transaction or contractual obligation that could reasonably be expected to result in a Material Adverse Change in the business of the ABHS Entities, except for transactions expressly authorized by this Agreement.

(d) Without providing Ascension with prior written notice and, if requested by Ascension, reasonable opportunity to review, no ABHS Entity shall enter into, renew or amend any Material Contract outside the Ordinary Course of Business. This notice requirement shall not apply to any Material Contract in connection with (i) the St. Alexius Medical Center Project; (ii) the Alexian Village of Tennessee Project; (iii) any

currently pending practice acquisition; (iv) any Elk Grove Medical Office Building lease extensions currently contemplated; (v) the sale of ABHS's interest in Workplace Solutions and entry into employee assistance program (EAP) services agreement(s) with Tandem; (vi) the Consulting Services Agreement currently under negotiation with Lillibridge for property management services, and, (vii) the linear accelerator replacement project at Alexian Brothers Medical Center.

10.2 Update and Complete Disclosures. From the Execution Date to the Effective Date, ABHS shall amend, supplement and otherwise complete all written disclosures made to Ascension no later than ten (10) days prior to the Effective Date, and such updated written disclosures shall be acceptable to Ascension.

10.3 Preserve Accuracy of Representations and Warranties. From the Execution Date to the Effective Date:

(a) ABHS shall not take any action which would render any representation or warranty contained in Article VIII materially inaccurate or untrue as of the Effective Date.

(b) ABHS shall promptly notify Ascension of any lawsuits, claims, administrative actions or other proceedings asserted or commenced against an ABHS Entity or an ABHS Entity's officers, directors, members or shareholders involving in any material way the businesses, properties or assets of an ABHS Entity.

(c) ABHS shall promptly notify Ascension in writing of any facts or circumstances which come to its attention and which cause, or through the passage of time may cause, any of the representations and warranties made by ABHS in Article VIII, to be untrue or misleading at any time from the Execution Date to the Effective Date.

10.4 Access to Information.

(a) From the Execution Date to the Effective Date, ABHS shall, and shall cause the ABHS Entities to, give to Ascension and its representatives full and free access, during normal business hours, to all properties, books, records, contracts and other materials pertaining to the businesses, properties and assets of the ABHS Entities, as may be reasonably requested and appropriate in order for the Parties to perform their obligations hereunder (and in accordance with guidelines approved by the Parties' antitrust counsel), subject to reasonable advance notice and provided that Ascension shall not exercise such rights of access in such manner as would unduly interfere with the operation of the ABHS Entities' personnel or the activities of any ABHS Entity's patients or guests.

(b) ABHS shall cooperate in keeping Ascension fully informed and shall promptly notify Ascension of any Material Adverse Change in the normal course of business or prospects of the ABHS Entities.

10.5 Maintain Books and Accounting Practices. From the Execution Date to the Effective Date, ABHS shall, and shall cause the ABHS Entities to, maintain the books of account

of each ABHS Entity in the usual, regular and ordinary manner in accordance with GAAP and on a basis consistent with prior years, including the consistent use of assumptions, practices, procedures and terminology, and ABHS shall not make or cause to be made any material changes in the accounting methods or practices of an ABHS Entity, including, as applicable, methods or practices:

(a) establishing reserves on any patient, note and accounts receivables;

(b) establishing reserves for all third-party settlements; and

(c) determining the value of any other accounts which are subjectively determined.

10.6 Compliance with Laws and Obligations. From the Execution Date to the Effective Date, ABHS and ABA shall:

(a) comply and cause each ABHS Entity and ABA to comply in all material respects with all Applicable Laws; and

(b) keep, hold and maintain and cause each ABHS Entity to keep, hold and maintain all certificates, certificates of need, certificates of exemption, accreditation, licenses and other material permits necessary for the conduct and operation of such entity.

10.7 Intellectual Property. With respect to any Intellectual Property that is owned by ABA and necessary for the ongoing operations of the ABHS Entities and Facilities, ABA shall take or cause to be taken such actions as are necessary to accomplish making such Intellectual Property available for use by ABHS following the Effective Date.

10.8 No Merger, Consolidation or Acquisition. From the Execution Date to the Effective Date, ABHS and ABA shall not and shall not permit any other ABHS Entity to merge or consolidate with, or acquire, substantially all of the assets of any other corporation, business or Person, except with respect to confidential transactions underway at the time of execution of the Agreement that have been disclosed in writing to Ascension and agreed to by the Parties.

10.9 Third-Party Authorizations. From the Execution Date to the Effective Date, ABHS shall and shall use its reasonable best efforts to cause each ABHS Entity, as applicable, to obtain expeditiously all consents, approvals and authorizations of third parties necessary for the valid execution, delivery and performance of this Agreement by the ABHS Entities.

10.10 Confidentiality. The Confidentiality Agreement dated April 8, 2011 by and between ABHS and Ascension shall remain in full force and effect.

ARTICLE XI

PRE-CLOSING COVENANTS OF ASCENSION

Ascension hereby agrees to keep, perform and fully discharge the following covenants and agreements:

11.1 Interim Conduct of Business. From the Execution Date to the Effective Date:

(a) Ascension shall use its reasonable best efforts to:

(i) preserve, protect and maintain its business, properties and assets;

(ii) operate its businesses as a going concern consistent with prior practices and not other than the Ordinary Course of Business;

(iii) preserve the goodwill and reputation of the Ascension System and its business with people and entities having business or other relations with it, including physicians, employees, patients, customers and suppliers; and

(iv) obtain all documents called for by this Agreement and required to facilitate the consummation of the transactions contemplated by this Agreement.

(b) Without obtaining ABHS's prior written consent, which shall not be unreasonably withheld, Ascension shall not enter into any transaction or contractual obligation that could reasonably be expected to materially adversely impact Ascension's ability to perform its obligations under this Agreement.

11.2 Update and Complete Disclosures. From the Execution Date to the Effective Date, Ascension shall amend, supplement and otherwise complete all written disclosures made to ABHS and/or ABA no later than ten (10) days prior to the Effective Date, and such updated written disclosures shall be acceptable to ABHS.

11.3 Preserve Accuracy of Representations and Warranties. From the Execution Date until the Effective Date:

(a) Ascension shall not take any action which would render any representation or warranty contained in Article IX inaccurate or untrue as of the Effective Date.

(b) Ascension shall promptly notify ABHS of any lawsuits, claims, administrative actions or other proceedings asserted or commenced against Ascension, or its officers, directors or member involving in any material way the ability of Ascension to consummate the transactions contemplated or required by this Agreement, or materially affecting Ascension's business or its assets.

(c) Ascension shall promptly notify ABHS in writing of any facts or circumstances which come to Ascension's attention and which cause, or through the

passage of time may cause, any of the representations and warranties contained in Article IX to be untrue or misleading.

11.4 Third-Party Authorizations. From the Execution Date to the Effective Date:

(a) Ascension shall use its reasonable best efforts to obtain expeditiously all consents, approvals and authorizations of third parties and to give all notices under all applicable laws and under all contracts, agreements and commitments to which Ascension is a party or is bound, to the extent necessary for the valid execution, delivery and performance of this Agreement by Ascension.

(b) Ascension shall cooperate fully with each ABHS Entity in efforts to obtain all consents, approvals, exemptions and authorizations of third parties, whether governmental or private, and to make all filings, necessary in order to consummate the transactions contemplated by this Agreement.

11.5 Access to Information.

(a) From the Execution Date to the Effective Date, Ascension shall, give to ABHS and its representatives full and free access, during normal business hours, to all properties, books, records, contracts and other materials pertaining to the businesses, properties and assets of Ascension, as may be reasonably requested and appropriate in order for the Parties to perform their obligations hereunder (and in accordance with guidelines approved by the Parties' antitrust counsel), subject to reasonable advance notice.

(b) Ascension shall cooperate in keeping ABHS fully informed and shall promptly notify ABHS of any Material Adverse Change in the normal course of business or prospects of Ascension.

11.6 Maintain Books and Accounting Practices. From the Execution Date to the Effective Date, Ascension shall maintain the books of account of Ascension in the usual, regular and ordinary manner in accordance with GAAP and on a basis consistent with prior years, including the consistent use of assumptions, practices, procedures and terminology, and Ascension shall not make or cause to be made any material changes in the accounting methods or practices of an Ascension, including, as applicable, methods or practices.

11.7 Compliance with Laws and Obligations. From the Execution Date to the Effective Date, Ascension shall:

(a) comply in all material respects with all Applicable Laws; and

(b) keep, hold and maintain certificates, certificates of need, certificates of exemption, accreditation, licenses and other material permits necessary for the conduct and operation of Ascension.

11.8 Confidentiality. The Confidentiality Agreement dated April 8, 2011 by and between ABHS and Ascension shall remain in full force and effect.

ARTICLE XII

CONDITIONS PRECEDENT TO OBLIGATIONS OF ABHS AND ABA

The obligations of ABHS and ABA to consummate the transactions contemplated with respect to ABHS, ABA and the ABHS Entities under this Agreement are, at the option of ABHS and ABA (other than approval of the COE Application(s) and expiration of the Hart-Scott-Rodino Act waiting period, which cannot be waived), subject to the satisfaction, on or prior to the Effective Date, of the following conditions:

12.1 Accuracy of Warranties; Performance of Covenants. The representations and warranties of Ascension contained in Article IX shall be accurate in all material respects as if made on and as of the Effective Date. Ascension shall have performed all of the obligations and complied with each and all of the covenants, agreements and conditions required to be performed or complied with by it on or prior to the Effective Date.

12.2 No Pending Action. No action or proceeding before any court or governmental body shall be pending or threatened wherein an unfavorable judgment, decree or order would prevent the carrying out of this Agreement or any of the transactions contemplated hereby, declare unlawful the transactions contemplated by this Agreement or cause such transactions to be rescinded.

12.3 Regulatory Approvals. All regulatory consents and approvals required for the consummation of the transactions contemplated or required by this Agreement shall have been obtained on or before the Effective Date, including, without limitation, approval of the COE Application(s) by the Illinois Health Facilities and Services Review Board, and the expiration of all required waiting periods under the Hart-Scott-Rodino Act.

12.4 No Bankruptcy. Ascension shall not (a) be in receivership or dissolution; (b) have made any assignment for the benefit of creditors; (c) have admitted in writing its inability to pay its debts as they mature; (d) have been adjudicated bankrupt; or (e) have filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization or an arrangement with creditors under federal bankruptcy law or any other similar law or statute of the United States or any state, nor shall any such petition have been filed against Ascension.

12.5 Consents. All consents, approvals and authorizations of third parties required for the consummation of the transactions, contemplated or required by this Agreement shall have been obtained on or before the Closing Date.

12.6 Completion of All Exhibits and Schedules. All Exhibits, Schedules and other disclosures to this Agreement required to be completed by Ascension shall be complete, in final form and otherwise acceptable to ABHS.

12.7 Completion of Mutually-Agreed Upon Plans. The ISOFP described in Section 1.65, the Plan of Financing described in Section 3.5, the Benefit Transition Plan described in Section 5.3, the Alexian System capital plans, budgets and targets described in Section 6.2, and the IT Transition Plan described in Section 7.10 shall be complete and acceptable to ABHS.

12.8 Delivery of Ascension Closing Documents. Ascension shall have delivered the Ascension Closing Documents.

12.9 Delivery of Funds. Ascension shall have delivered the funds necessary to satisfy the ABHS Debt described in Section 3.5.

12.10 Delivery of Other Agreements. Ascension shall have delivered executed copies of all other agreements determined by the Parties to be necessary or appropriate to be entered into as of the Effective Date, relating to the transactions contemplated by this Agreement.

ARTICLE XIII

CONDITIONS PRECEDENT TO OBLIGATIONS OF ASCENSION

The obligations of Ascension to consummate the transactions contemplated by this Agreement are, at the option of Ascension (other than approval of the COE Application and expiration of the Hart-Scott-Rodino Act waiting period, which cannot be waived), subject to the satisfaction, on or prior to the Effective Date, of the following conditions:

13.1 Accuracy of Warranties; Performance of Covenants. Except for changes or developments expressly permitted or contemplated by the express terms of this Agreement or anticipated changes or developments disclosed in writing or on a Schedule hereto, or negative performance trends encountered as a direct or indirect impact of transaction(s) contemplated by this Agreement, the representations and warranties of ABHS contained in Article VIII shall be accurate in all material respects as if made on and as of the Effective Date. ABHS and ABA each shall have performed all of the obligations and complied with each and all of the covenants, agreements and conditions applicable to it required to be performed or complied with by them on or prior to the Effective Date.

13.2 No Pending Action. No action or proceeding before any court or governmental body shall be pending or threatened wherein an unfavorable judgment, decree or order would prevent the carrying out of this Agreement or any of the transactions contemplated hereby, declare unlawful the transactions contemplated by this Agreement or cause such transactions to be rescinded.

13.3 Regulatory Approvals. All regulatory consents and approvals required for the consummation of the transactions contemplated or required by this Agreement shall have been obtained on or before the Effective Date, including approval of the COE Application(s) by the Illinois Health Facilities and Services Review Board and the expiration of all required waiting periods under the Hart-Scott-Rodino Act.

13.4 No Bankruptcy. No ABHS Entity shall (a) be in receivership or dissolution; (b) have made any assignment for the benefit of creditors; (c) have admitted in writing its inability to pay its debts as they mature; (d) have been adjudicated bankrupt; or (e) have filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization or an arrangement with creditors under federal bankruptcy law or any other similar law or statute of the United States or any state, nor shall any such petition have been filed against any ABHS Entity.

13.5 Consents. All consents, approvals and authorizations of third parties required for the consummation of the transactions contemplated by this Agreement shall have been obtained on or before the Closing Date.

13.6 Completion of All Exhibits and Schedules. All Exhibits, Schedules and other disclosures to this Agreement required to be completed by ABHS shall be complete, in final form and otherwise acceptable to Ascension.

13.7 Completion of Mutually-Agreed Upon Plans. The ISOFP described in Section 1.65, the Plan of Financing described in Section 3.5, the Benefit Transition Plan described in Section 5.3, the Alexian System capital plans, budgets and targets described in Section 6.2, and the IT Transition Plan described in Section 7.10 shall be complete and acceptable to Ascension.

13.8 Closing Documents. ABHS shall have delivered the ABHS Closing Documents, on or before the Closing Date.

13.9 Delivery of Other Agreements. ABHS and ABA shall have delivered executed copies of all other agreements determined by the Parties to be necessary or appropriate to be entered into as of the Effective Date, relating to the transactions contemplated by this Agreement.

ARTICLE XIV

CLOSING DATE DELIVERIES AND OTHER REQUIREMENTS

14.1 Closing Date; Closing.

(a) Unless ABA, ABHS and Ascension otherwise agree in writing, the transactions contemplated herein to become effective as of the Effective Date, shall become so effective, provided that as of the Effective Date all of the conditions precedent set forth in Articles XII and XIII have occurred, including the delivery by each Party of Closing Date Documents, except for any documents for which delivery has been waived in writing by the other Party or Parties as of the Effective Date.

(b) The delivery of the Closing Date Documents is contemplated to be prior to January 1, 2012, for an effective closing date of January 1, 2012, or thereafter as mutually agreed upon by ABA, ABHS and Ascension (the "**Closing Date**"), at the offices of Ungaretti & Harris LLP, 70 West Madison, Suite 3500, Chicago, Illinois, or any other location agreed to by ABA, ABHS and Ascension (the "**Closing**").

(c) At the Closing, all documents to be executed and actions to be taken, pursuant to this Agreement, as of the Closing Date or the Effective Date, as applicable, shall be deemed to have been executed and to have been taken substantially concurrently, and no action shall be deemed to be complete until all are completed.

14.2 Pre-Closing Actions. Prior to the Closing Date, ABA, ABHS and Ascension shall take and cause to be taken all actions necessary or appropriate on their respective parts to implement the transactions contemplated herein on the Effective Date, including the following:

(a) **Actions by Ascension.** Prior to the Effective Date, the Ascension Board and/or Ascension members, as appropriate, shall approve the execution on behalf of Ascension of any and all agreements and other documents and the taking of any and all other actions contemplated or required by this Agreement to be executed or taken by Ascension on or before the Effective Date.

(b) **Actions by ABHS.** Prior to the Effective Date, the ABHS Board of Governors shall approve the execution on behalf of ABHS of any and all agreements and other documents, and the taking of any and all other actions contemplated or required by this Agreement to be executed or taken on or before the Effective Date, including the following:

(i) approving the Amended ABHS Bylaws in the form required herein;

(ii) other than as provided in Section 4.2, approving the Amended ABHS Entity Bylaws in the form required herein; and

(iii) approving any and all other actions necessary to effect or evidence the change of control of ABHS as contemplated herein.

14.3 Closing Document Deliveries. On or before the Closing, ABHS and Ascension shall deliver the ISOFP described in Section 1.65, the Plan of Financing described in Section 3.5, the Benefit Transition Plan described in Section 5.3, the Alexian System capital plans, budgets and targets described in Section 6.2, the IT Transition Plan described in Section 7.10 and ABA, ABHS and Ascension shall deliver the following documents:

(a) **ABHS Closing Documents**:

(i) a certificate of the President and Executive Vice President of ABHS, dated as of the Closing Date, certifying as to the continued accuracy and completeness of ABHS's representations and warranties, and performance of the covenants and conditions precedent, as set forth in this Agreement, to his Knowledge;

(ii) a certificate of the Chief Financial Officer of ABHS, dated as of the Closing Date, certifying as of the date thereof, as to the accuracy of the financial representations and warranties relating to the ABHS Entities and set forth at Sections 8.5 and 8.6, and the performance of the financial-related

covenants relating to the ABHS Entities set forth in Sections 10.1(b) and 10.5 to his Knowledge;

(iii) a certificate of the Secretary of ABHS, dated as of the Closing Date, certifying as to the due adoption and continued effectiveness of, and attaching a copy of the resolutions of the ABHS Board approving, with respect to ABHS, the actions and transactions required or contemplated by this Agreement, including the ABHS Amended Articles and Bylaws;

(iv) a certificate of the Secretary of each ABHS Entity other than ABHS, dated as of the Closing Date, certifying as to the due adoption and continued effectiveness of, and attaching a copy of the resolutions of the governing body of the ABHS Entity approving the Amended Governing Documents;

(v) a certificate of the Secretary of ABA, dated as of the Closing Date, certifying as to the due adoption and continued effectiveness of, and attaching a copy of the resolutions of the ABA Board approving, with respect to ABA, the actions and transactions required or contemplated by this Agreement;

(vi) evidence of consents or approvals of any parties required in connection with the material Real Property Leases or the Material Contracts;

(vii) the Amended Governing Documents of ABHS and the ABHS Entities;

(viii) written evidence that ABHS and/or the applicable ABHS Entities have entered into such instruments and documents as may be reasonably necessary to satisfy the outstanding ABHS Debt and become members of the Ascension Credit Group;

(ix) one or more certificates evidencing all of the shares of Edessa, duly endorsed in blank or accompanied by duly executed stock powers; and

(x) such other instruments and documents as may be reasonably necessary to carry out the transactions contemplated or required by this Agreement and to comply with the terms hereof, including any instruments and documents required to be delivered by or with respect to an ABHS Entity.

(b) Ascension Closing Documents:

(i) a certificate of the President and Chief Executive Officer of Ascension, or his designee, dated as of the Closing Date, certifying as to the continued accuracy and completeness of Ascension's representations and warranties, and its performance of the covenants and conditions precedent, set forth in this Agreement, to his Knowledge;

(ii) a certificate of the Chief Financial Officer of Ascension, dated as of the Closing Date, certifying as of the date thereof, as to the accuracy of the financial representations and warranties set forth at Sections 9.11 and 9.12, and the performance of the financial-related covenants set forth in Section 11.6 to his Knowledge;

(iii) a certificate of the Assistant Secretary of Ascension, dated as of the Closing Date, certifying as to the due adoption and continued effectiveness of and attaching a copy of the resolutions of the Ascension Board approving, with respect to Ascension, the actions and transactions and actions required or contemplated by this Agreement;

(iv) written evidence that Ascension has delivered the funds necessary, and has entered into such instruments and documents as may be reasonably necessary, to satisfy the outstanding ABHS Debt and permit the applicable ABHS Entities to become members of the Ascension Credit Group; and

(v) such other instruments and documents as may be reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

ARTICLE XV

COVENANT ENFORCEMENT BY ABA

After the Effective Date, ABA shall be responsible for the enforcement of, and have the right to enforce, the commitments and covenants of Ascension solely as set forth in Sections 3.5, 4.4, 4.5, 6.1, 6.2, 7.5, 7.9, 7.10, 7.12 and Article XVII of this Agreement. Such enforcement right shall apply to each such commitment and covenant for the time period noted in the applicable section. Ascension expressly acknowledges and agrees that ABA has standing to enforce such commitments and covenants of Ascension under this Agreement pursuant to the dispute resolution process set forth in Article XVII, which process shall remain confidential. Each of Ascension and ABA shall be responsible for its own costs and expenses (including reasonable attorneys' fees) incurred in any action taken by ABA to enforce such commitments and covenants under this Agreement, except to the extent a mediator or arbitrator (as the case may be) determines that Ascension did not act in good faith in failing to meet the commitment or covenant at issue once brought to its attention by ABA, in which case Ascension shall reimburse all documented ABA costs and expenses (including reasonable attorneys' fees). Nothing in this Article XV shall be construed to limit or preclude any right that ABHS may have to enforce any provision of this Agreement as a Party hereto.

ARTICLE XVI

TERMINATION

16.1 Termination Upon Certain Events. Any Party may, at or prior to the time set for Closing, terminate this Agreement under any one of the following circumstances:

(a) **Conditions Precedent to Closing.** If the conditions of this Agreement to be complied with or performed by any Party at or before the Closing shall not have been complied with or performed on or before the Closing Date or such later date upon which ABA, ABHS and Ascension shall mutually agree, and such noncompliance or nonperformance shall not have been waived by the Party giving notice of termination;

(b) **Material Adverse Change in Ascension.** ABHS may terminate this Agreement at any time prior to the Effective Date by at least thirty (30) days' advance written notice to Ascension, if ABHS determines in good faith that a Material Adverse Change has occurred with respect to Ascension's business or financial operations such that it appears likely that Ascension would be unable to meet its commitments under this Agreement;

(c) **Material Adverse Change in ABHS.** Ascension may terminate this Agreement at any time prior to the Effective Date by at least thirty (30) days' advance written notice to ABHS, if Ascension determines in good faith that a Material Adverse Change has occurred with respect to the business or financial operations of the ABHS System;

(d) **Due Diligence**. Either ABHS or Ascension may terminate this Agreement at any time prior to Closing by written notice to the other if it determines in good faith that the results of its due diligence investigation of the other are not satisfactory; or

(e) **Closing Date Deadline.** Either ABHS or Ascension may terminate this Agreement by written notice to the other if the Closing has not occurred on or before July 1, 2012, provided, however, that if Closing is delayed due to the delay of approval of the COE Application(s), or in connection with Ascension's and ABHS's notice filing under the Hart-Scott-Rodino Act, no such termination may be made unless the Closing has not occurred by December 31, 2012.

16.2 Effect of Termination. If there has been a termination under Section 16.1, this Agreement shall be deemed terminated, and all further obligations of the Parties hereunder shall terminate, except those obligations specifically identified in this Agreement as surviving termination. Any agreement entered into pursuant to this Agreement shall terminate in accordance with the terms thereof. Any termination under Section 16.1 shall be without liability to the Parties, except for fraudulent acts by a Party, the remedies for which shall not be limited by this Agreement.

ARTICLE XVII

DISPUTE RESOLUTION

The Parties acknowledge that, after the Closing, disputes may arise between them regarding their respective rights, responsibilities, obligations and liabilities under this Agreement and in any document delivered at the Closing. Except as otherwise expressly set forth in this Agreement, ABHS, ABA and Ascension shall resolve any disputes confidentially and exclusively in accordance with the process set forth in this Article XVII.

17.1 Dispute Resolution Procedures.

(a) **Dispute Notice.** If a dispute arises between the Parties with respect to the interpretation of this Agreement or either of the Party's respective rights and obligations hereunder, either Party may send a notice to the other specifying in detail the nature of the dispute (a "**Dispute Notice**").

(b) **Initial Meeting; Selection of Dispute Resolution Procedures.** Not later than ten (10) days after either Party sends a Dispute Notice, the Executive Vice President of ABHS or his or her designee and the President and Chief Executive Officer of Ascension or his or her designee shall meet and, within ten (10) days thereafter, either: (i) select a mutually-acceptable process to resolve the issue in dispute; or (ii) at the request of either, jointly appoint a mediator.

(c) **Implementation of Alternate Dispute Resolution Process.** If such executives agree upon a process other than mediation to resolve the dispute, the Parties shall implement and follow the agreed process.

(d) **Inability to Agree Upon a Mediator.** If they cannot agree upon a process other than mediation to resolve the dispute, and also cannot agree upon a mediator within ten (10) days following the meeting described in Section 17.1(b), then each shall appoint a mediator acceptable to such executive within the following ten (10) days, and the two mediators shall jointly appoint, within ten (10) days after the date on which the second mediator is appointed, a third mediator who, together with the other two mediators, shall mediate the issue in dispute. The mediators shall conduct the mediation in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Mediation or such other nationally-recognized mediation program as may be agreed upon by the Parties.

(e) **Good Faith Efforts to Resolve Dispute.** The Parties shall engage in a good faith effort to resolve the issue in dispute following their joint adoption of dispute resolution procedures, or the appointment of one or more mediators, within a thirty (30) day period following delivery of the Dispute Notice.

(f) **Costs and Expenses.** The Parties shall share equally the fees and expenses of the mediator(s) and such other costs and expenses as they shall mutually agree upon.

(g) **Inability to Resolve Dispute.** If the Parties are unable to resolve the dispute within sixty (60) days following delivery of the Dispute Notice, the Parties shall submit the dispute to binding arbitration.

17.2 Arbitration. Arbitration shall take place in Chicago, Illinois and be governed by the rules and procedures of the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration or such other nationally-recognized arbitration program as may be agreed upon by the Parties. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof.

(a) **Selection of Arbitrator.** Within ten (10) days of the initiation of the arbitration process, the Parties shall jointly select an arbitrator experienced in the arbitration of non-profit healthcare provider affiliations or change of control transactions. If the Parties cannot agree upon an arbitrator within such ten (10) day period, either Party may deliver to the other Party the names of at least three (3) reputable individuals with the requisite experience and who have no affiliation with either Party. If the Parties so agree, one of such named individuals shall serve as the arbitrator of the dispute. If the Parties cannot so agree, each shall select one arbitrator from a panel of seven (7) to twelve (12) individuals suggested by the American Health Lawyers Association (or other similar organization agreed to by the Parties) and the two arbitrators shall jointly appoint, within ten (10) days after the date on which the second arbitrator is appointed, a third arbitrator who, together with the other two arbitrators, shall arbitrate the issue in dispute.

(b) **Arbitration Procedures.** Upon commencement of arbitration, each of the Parties shall be entitled to conduct discovery in accordance with the Illinois Rules of Civil Procedure applicable to the dispute. The decision of the arbitrator(s) concerning the dispute shall be stated in writing, and shall be binding upon the Parties.

(c) **Costs and Expenses.** The Parties shall share equally the fees and expenses of the arbitrator(s) and such other costs and expenses as they shall mutually agree upon.

17.3 Equitable Relief. ABHS and Ascension hereby acknowledge that the breach or threatened breach of this Agreement would cause it to suffer immediate and irreparable harm which could not be wholly remedied through the payment of monetary damages. Consequently, without regard to the dispute resolution process described in Sections 17.1 and 17.2, each Party shall have the right to seek specific performance and/or preliminary or permanent injunctive or other equitable relief (either pending or following a trial on the merits) to restrain a breach or threatened breach of this Agreement by the other Party or to enforce the covenants contained in this Agreement, in each case without the need to post bond or other security. Such remedies shall be in addition to, and not in lieu of, any other remedies that may be available at law or in equity.

17.4 Attorneys' Fees and Costs. In any actions between the Parties brought before a court, the substantially non-prevailing party shall bear the other Party's attorneys' fees and court costs (including, without limitation, costs of appeal). For the sake of clarity, this provision shall not apply to disputes which are resolved by the Parties outside of court through the processes and procedures described in Section 17.1 and Section 17.2.

ARTICLE XVIII

GENERAL PROVISIONS

18.1 Amendment. Except as otherwise provided in this Agreement, no amendment of any provision of this Agreement shall be effective, unless the same shall be in writing and signed by the Parties, and then such amendment shall be effective only in the specific instance and for the specific purpose for which given.

18.2 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be delivered personally or sent by overnight courier or registered or certified mail, postage prepaid, as follows:

If to Ascension:

Joseph R. Impicciche, Esq.
Senior Vice President, Legal Services & General Counsel
Ascension Health
4600 Edmundson Road
St. Louis, Missouri 63134

If to ABHS or an ABHS Entity (prior to the Effective Date):

Mark A. Frey
Executive Vice President
Alexian Brothers Health System
3040 W. Salt Creek Lane
Arlington Heights, IL 60005

with a copy to Peg Wendell, Esq., Vice President, General Counsel

If to ABHS or an ABHS Entity (on and after the Effective Date):

Mark A. Frey
Executive Vice President
Alexian Brothers Health System
3040 W. Salt Creek Lane
Arlington Heights, IL 60005

with a copy to Peg Wendell, Esq., Vice President, General Counsel

If to ABA:

Brother James Classon, C.F.A.
Provincial
Alexian Brothers of America, Inc.
3040 W. Salt Creek Lane
Arlington Heights, IL 60005

A Party may change its address for receiving notice by written notice given to the others named above. All notices shall be effective when received, if by personal delivery or overnight courier, or two (2) business days after being deposited in the mail addressed as set forth above, if mailed.

18.3 Expenses. Except as otherwise provided herein, ABHS, ABA and Ascension shall each pay its own fees and expenses and those of their respective agents, advisors, consultants, attorneys and accountants with respect to the transactions described in this Agreement, the negotiation of this Agreement and the Closing. ABHS's and ABA's portion shall be treated as an expense of the ABHS Entities in the Ordinary Course of Business. Ascension shall pay the costs of any transfer taxes, the title premium for title insurance (inclusive of any endorsements requested by Ascension), survey costs associated with the conveyance of real property, the cost of any "Phase I" environmental survey or audit on the real property of the ABHS Entities, the filing fees associated with obtaining a Certificate of Exemption from the Illinois Health Facilities Planning Board and any recording fees required in connection with the Closing of the transactions described in this Agreement. ABHS and Ascension shall equally split and share the costs of the filing fees of the Hart-Scott-Rodino Notification and Report Form.

18.4 No Broker. Except as set forth on Schedule 18.4, the Parties represent to each other that it has not engaged a broker in connection with the transactions herein contemplated. Each Party agrees to be solely liable for and obligated to satisfy and discharge all loss, cost, damage or expense arising out of claims for fees or commissions of brokers engaged or alleged to have been engaged by such party.

18.5 Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the transactions contemplated hereby and supersedes all other agreements and understandings of the Parties on the subject matter hereof, except that, to the extent that any agreement (including any agreement the form of which is attached hereto as an Exhibit) is referred to herein in such manner as to clearly indicate that such agreement is designed to detail the agreement of the Parties with respect to the specified subject matter, the terms of such agreements shall govern with respect to such subject matter.

18.6 Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to any choice or conflict of law provision of the State of Illinois or any other jurisdiction. In seeking equitable relief under Section 17.3, the Parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois (either state or federal) and venue shall lie exclusively in either the United States District Court for the Northern District of Illinois or the circuit court of Cook County, Illinois, and the Parties waive any objection that they may have based on improper venue or forum *non conveniens* to the conduct of any proceeding in such court; provided, further, that nothing contained in this Agreement shall affect the right of the Parties to serve legal process in any manner permitted by law.

18.7 Construction. Each Party has engaged separate independent legal counsel and independent advisors to provide advice and guidance to such Party. This Agreement and all documents or instruments delivered pursuant hereto shall be construed without regard to the identity of the Person who drafted the various provisions of same. Each and every provision of this Agreement and such other documents and instruments shall be construed as though the Parties participated equally in the drafting of same. Consequently, the Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

18.8 Headings. Headings of Articles and Sections in this Agreement and the Table of Contents hereof are solely for convenience or reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

18.9 Number References. Unless the context otherwise indicates, words importing the singular shall be deemed to include the plural, and vice versa.

18.10 Further Assurances. After the collaboration, each Party shall be deemed to take such further actions and execute and deliver such additional documents and instruments as may be reasonably requested by another Party in order to effectuate the transactions specifically contemplated herein.

18.11 Waiver of Terms. Any of the terms or conditions of this Agreement may be waived at any time by the Party which is entitled to the benefit thereof but only by a written notice signed by the Party waiving such terms or conditions. The waiver of any term or condition shall not be construed as a waiver of any other term or condition of this Agreement.

18.12 Partial Invalidity. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

18.13 Exhibits and Schedules. The attached Exhibits and Schedules shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

18.14 Non-Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives, but no Party may assign its rights in this Agreement or, except as set forth in Article XV, delegate its duties under this Agreement to a third party without first obtaining the prior written consent of the other Party.

18.15 No Third Party Beneficiaries. Except as may be expressly set forth herein, this Agreement shall not confer any rights or remedies upon any person or other third party other than the Parties and their respective successors and permitted assigns.

18.16 Counterparts and Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties further agree that signatures transmitted by facsimile or pdf may be considered an original for all purposes, including, without limitation, the execution of this Agreement and enforcement of this Agreement.

18.17 Public Announcements. The Parties agree that neither shall release, publish, or otherwise make available to the public in any manner whatsoever any information or announcement regarding the transactions herein contemplated without the prior written consent of the other Parties, except for information and filings reasonably necessary to be directed to governmental agencies to fully and lawfully effect the transaction herein contemplated or

required in connection with law. Nothing herein shall prohibit any Party from responding to questions presented by the press or media without first obtaining prior consent of the other Parties.

18.18 Access to Records and Information. If and to the extent applicable to this Agreement and to any agreement contemplated hereunder or entered into pursuant hereto between or among the Parties, the Parties agree to comply with the requirements of Public Law 96-499, Section 952 (Section 1861(v)(1)(I) of the Social Security Act) and regulations promulgated thereunder. After the Effective Date, Ascension shall cause ABHS to make available to ABA such books, records and data as may be reasonably necessary for concluding the transactions herein contemplated, audits, accounting reviews, compliance with governmental requirements and regulations, and the prosecution or defense of third-party claims.

* * *

[signature page follows]

IN WITNESS WHEREOF, the Parties, acting through their duly authorized representatives, have executed this Agreement as of the day and year first above written.

ASCENSION HEALTH,
a Missouri not-for-profit corporation

By: _____

Its: _____

ALEXIAN BROTHERS HEALTH SYSTEM,
an Illinois not-for-profit corporation

By: [signature]

Its: President and Chief Executive Officer

ALEXIAN BROTHERS OF AMERICA, INC.,
a Texas nonprofit corporation

By: [signature]

Its: Provincial

IN WITNESS WHEREOF, the Parties, acting through their duly authorized representatives, have executed this Agreement as of the day and year first above written.

ASCENSION HEALTH,
a Missouri not-for-profit corporation

By: _____

Its: President and Chief Executive Officer

ALEXIAN BROTHERS HEALTH SYSTEM,
an Illinois not-for-profit corporation

By: _____

Its: _____

ALEXIAN BROTHERS OF AMERICA, INC.,
a Texas nonprofit corporation

By: _____

Its: _____

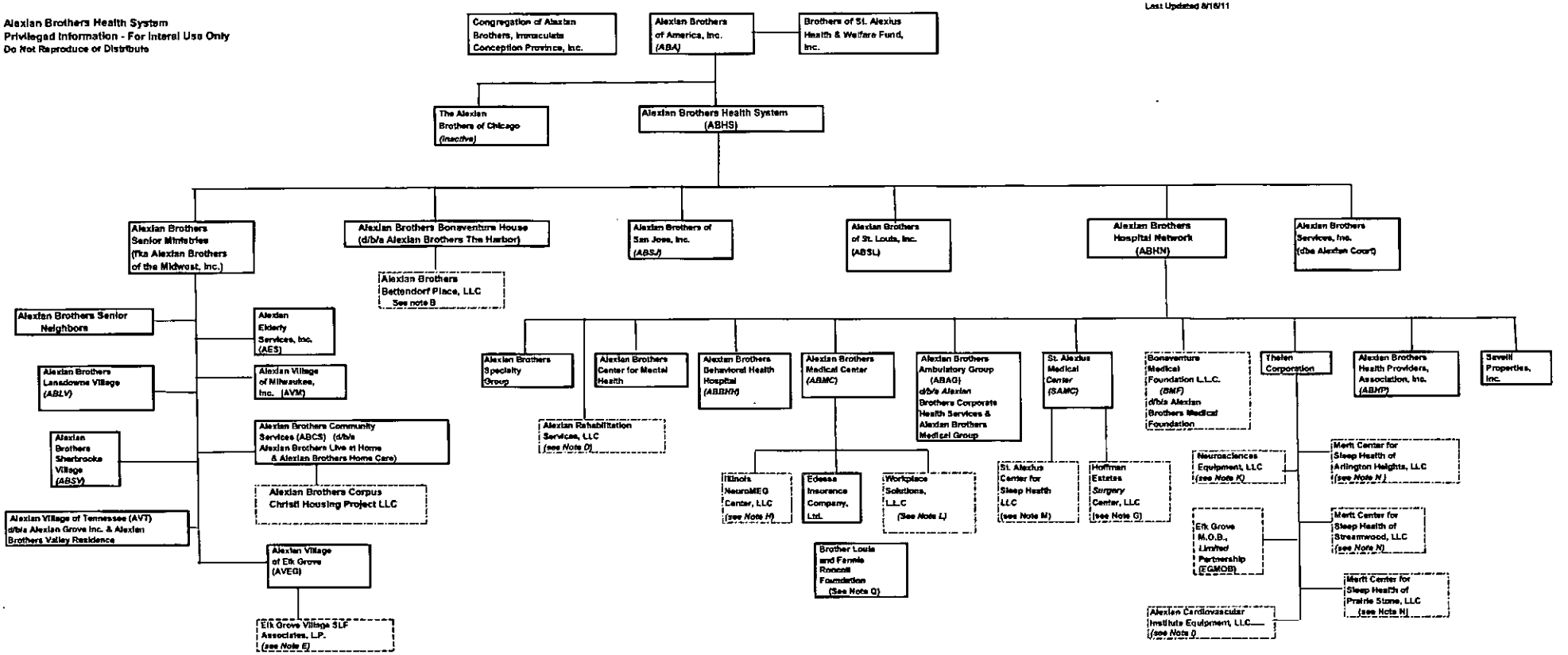
EXHIBIT A

ABHS ORGANIZATIONAL CHART

[attached]

Alexian Brothers Health System
Privileged Information - For Interal Use Only
Do Not Reproduce or Distribute

Last Updated 8/16/11



not for profit | not for profit taxable | for profit | limited partnership | limited liability co.

Note A:
Note B: Member Managed by single member Alexian Brothers Bonaventure House
Note C:
Note D: Interests are ABHH 51%; Rehabilitation Institute of Chicago 49%
Note E: AVEG holds a .51% Interest in Elk Grove Village SLF Associates, LP
Note F:
Note G: Interests are 60% Physicians and 40% St. Alexius

Note H: Interests are 71.43% ABMC and 28.57% Elekta, Inc.
Note I: Interests are Thelen 50% and Cardiovascular Associates, S.C. 50%
Note J:
Note K: Interests are Thelen 30 of 64 units issued; 34 units various physicians
Note L: Workplace Solutions, L.L.C. is 52% ABMC 6% Kenneth Young Centers 43% Human Resource Consulting Group
Note M: St. Alexius Interest Class A 65.6%, Class B 52.5%

Note N: Thelen interst 22.5%

Note Q: Purpose - to operate exclusively for charitable, educational, and religious purposes and to carry out the purposes of the Congregation of Alexian Brothers, United States Province and ABMC by providing assistance to the poor, needy, sick, disadvantaged and those individuals experiencing financial & social disasters, promoting the Alexian Spirit and Alexian Brothers' ministries and assisting institutions of health, education, religion and welfare

EXHIBIT B

ALEXIAN BROTHERS SERVICES

ABA Administrative Support

ABHS will continue to provide to ABA accounting, bookkeeping, insurance brokering, legal services, mission marketing support and other business support services as reasonably requested on a pro rata cost reimbursement basis.

Elk Grove Community Residence Services Arrangement

So long as Alexian Brothers Medical Center is part of the Alexian System, the Alexian Brothers shall continue to use the dining room located in the Alexian Brothers Medical Center, with meals provided by Alexian Brothers Medical Center and charged to the Alexian Brothers at cost. 801 Gloucester Drive snow removal, lawn maintenance, general house repairs and maintenance, installation of new equipment (e.g., HVC, dishwashers); and cottage house repairs and maintenance, including, e.g., heating and cooling systems maintenance, charged to the Alexian Brothers at cost.

Signal Mountain Community Residence Services Arrangement

So long as the Alexian Village of Tennessee is part of the Alexian System, the Alexian Brothers shall continue to use the dining room located in the assisted living facility, with meals provided by the facility and charged to the Alexian Brothers at cost. Snow removal, lawn maintenance, general maintenance, phone, electric, water and gas shall be supplied by the facility and charged to the Alexian Brothers at cost.

Milwaukee Community Residence Continued Leasing

So long as the Alexian Village of Milwaukee is part of the Alexian System, the Alexian Brothers shall have the continuing right to lease the Vocation Office (Apt 164) and Residence at Apt 338 at the current rate of $5,000 per month with annual inflationary increases not to exceed 2.5%.

National Archives Support

ABHS shall provide ongoing financial support to ABA for operations of the National archives of the Congregation of Alexian Brothers in Arlington Heights, Illinois in an annual amount not to exceed the lesser of (i) 50% of the aggregate costs of operating the National archives; and (ii) $80,000.

EXHIBIT C

ASCENSION CHARITY CARE AND COMMUNITY BENEFIT POLICIES AND PROCEDURES

[attached]

ASCENSION HEALTH

SYSTEM POLICY #: 9 **SUBJECT: Care of Persons Living in Poverty and Other Vulnerable Persons**

BOARD APPROVAL DATE: 09/06/00
EFFECTIVE DATE: 09/06/00
REVISION DATE: 03/12/03
12/08/10

President/CEO, Ascension Health

POLICY

In accordance with Catholic Social Tradition, it is the policy of Ascension Health that each Health Ministry, providing services in an inpatient, outpatient, clinic, ambulatory setting or physician practice, guided by the Mission, Vision, Values, and Philosophy of the System, will plan for care of persons living in poverty and other vulnerable persons and for community benefit and will report annually on this plan.

PRINCIPLES

1. The principle of the common good obliges government, church and civic communities to address the needs and advocate for those who lack resources for a reasonable quality of life. Ascension Health desires to express commitment to this principle through a unified system of planning and accountability.

2. Health Ministries will collaborate in assessing the needs and resources of individuals and communities they serve and will establish substantive goals directed toward those needs in the context of their integrated strategic, operational and financial planning.

3. Health Ministries will account annually to appropriate constituencies for progress toward achievement of these goals.

4. Annually Ascension Health will produce an aggregate report highlighting the best practices and innovative programs in the System.

APPLICABILITY TO AFFILIATES

It is expected that all organizations with which Ascension Health Ministries are affiliated will adopt a policy that is consistent with and supportive of this System policy. Such organizations also will be expected to comply with System reporting requirements regarding care of persons living in poverty and other vulnerable persons and community benefits.

SYSTEM PROCEDURES

Guidelines and Procedures for planning and reporting on Care of Persons Living in Poverty and Other Vulnerable Persons and Community Benefit and unreimbursed care can be found in the System Procedure #M-1 and M-2.

ASCENSION HEALTH

PROCEDURE # M-2 **SUBJECT:** Cost of Bad Debt Attributable to Charity Care

EFFECTIVE DATE: September 2009

Chief Operating Officer

REFERENCE TO SYSTEM POLICIES:

Policy No. 9	Care of Persons Living in Poverty and Other Vulnerable Persons and Community Benefit
Policy No. 16	Billing and Collection for the Uninsured

Subject

In accord with the Catholic Social Tradition, this procedure sets forth the requirement that each Health Ministry have an effective Policy for Care of Persons Living in Poverty and Other Vulnerable Persons. The Policy will include establishing a process to develop annual goals for the Care of Persons Living in Poverty and Other Vulnerable Persons /and Community Benefit and to report progress towards those goals. All activities related to Care of Persons Living in Poverty and Other Vulnerable Persons will reflect our commitment to and reverence for individual human dignity and the common good, our special concern for and solidarity with persons who live in poverty and other vulnerable persons, and our commitment to distributive justice and stewardship. Each Health Ministry must ensure that its employees and agents behave in a manner that reflects the policies and values of a Catholic-sponsored facility, including treating patients and their families with dignity, respect and compassion.

Rationale

Care of Persons Living in Poverty and Other Vulnerable Persons / Community Benefit planning and goals are incorporated into the existing Integrated Strategic, Operational and Financial Planning process. Progress towards established goals will be reported upon annually. Procedure M-1 Care of Persons Living in Poverty and Other Vulnerable Persons / Community Benefit Goal Planning & Reporting establishes specific processes for measuring and reporting Categories I through V cost of providing care to persons living in poverty and other vulnerable persons. This procedure provides guidelines to assist Health Ministries:

a. establish goals for the cost of bad debt attributable to charity care within the framework of the Integrated Strategic, Operational and Financial Planning process and report progress towards those goals, and
b. report costs for CategoryV associated with allowable care of persons living in poverty and other vulnerable persons / community benefit programs and services.

Procedure

1. Guidelines for Category V. The following should serve as guidelines for reporting Category V – Cost of Bad Debt attributable to Charity Care.

Bad debt cost of services can be calculated for certain bad debt write-offs. This acknowledges that there are charity care patients that may not be identified initially as eligible for charity care. The following considerations apply in determining the cost of bad debt for services provided to charity care patients include:

a. *Cost of bad debt related to care provided to uninsured persons, i.e.(excluding the portion related to coinsurance and deductibles)* Patients who have a coinsurance payment or deductible are assumed to have insurance.

b. *Based upon the economic environment of each Health Ministry, appropriate approaches may be utilized to identify those uninsured patients who are considered to be living in poverty, but for whom the written charity care application paperwork has not been completed. As an example, identify the zip code average income that constitutes "poor" and count all bad debts from those zip codes, excluding the portion related to coinsurance and deductibles.*
It is recognized that while this methodology may count patients with the ability to pay who reside in these zip codes, the methodology also excludes patients from other zip codes that may not be able to pay.

ASCENSION HEALTH

PROCEDURE # M-1 **SUBJECT:** **Care of the Poor / Community Benefit Goal Planning & Reporting**

EFFECTIVE DATE: July 01, 2004
REVISED DATE: April 23, 2007

Chief Operating Officer, Ascension Health

REFERENCE TO SYSTEM POLICIES:

Policy No. 9	Care of Persons Who are Poor and Community Benefit
Policy No. 16	Billing and Collection for the Uninsured

Subject

This procedure sets forth the requirement that each Health Ministry have an effective Care of the Poor Policy, and establishes a process to develop annual Care of Persons Who are Poor / Community Benefit goals and to report progress towards those goals. All activities related to Care of the Poor will reflect our commitment to and reverence for individual human dignity and the common good, our special concern for and solidarity with poor and vulnerable persons, and our commitment to distributive justice and stewardship. Each Health Ministry must ensure that its employees and agents behave in a manner that reflects the policies and values of a Catholic-sponsored facility, including treating patients and their families with dignity, respect and compassion.

Rationale

Care of Persons Who are Poor / Community Benefit planning and goals are incorporated into the existing Integrated Strategic and Financial Planning process. Progress towards established goals will be reported upon annually. This procedure provides guidelines to assist Health Ministries:

a. establish care of persons who are poor / community benefit goals within the framework of the Integrated Strategic and Financial Planning process and report progress towards those goals.
b. report costs for Categories I through V associated with allowable care of persons who are poor / community benefit programs and services.

Procedure

Charity Care (Minimum Standards)

1. At a minimum, patients with income less than or equal to 200% of the Federal Poverty Level ("FPL"), which may be adjusted by the Health Ministry for cost of living utilizing the local wage index compared to national wage index, will be eligible for 100% charity care write off of the charges for services that have been provided to them in accordance with Ascension Health Policy #9.

2. At a minimum, patients with incomes above 200% of the FPL but not exceeding 300% of the FPL, subject to inflationary adjustments as described in number 1 (above) will receive a discount on the services provided to them based on a sliding scale. The sliding scale will be determined by each Health Ministry and/or Health Ministry in accordance with guidelines established in Policy #9.

3. Under special circumstances judgment may be used to determine charity eligibility where the patient has access to significant cash or liquid asset balances.

4. Eligibility for charity care may be determined at any point in the revenue cycle.

5. Individual Health Ministries may employ percentages of the FPL limits that exceed these minimum standards.

6. In some smaller communities, the average community wage may be less than 200% of the Federal Poverty Limits. Providing 100% write-off at this level may result in employers in the community no longer providing insurance benefits. Because Ascension Health believes in providing access to all people, policy should not be introduced that could result in less insurance coverage for a community. As a result, a health ministry may reduce the 200% of federal poverty limit minimum to 100% if any one of the following can be demonstrated and the Local Board of Trustees has approved the exception:

   i. A financial means test is applied to determine patient affordability for those with incomes between 100% and 200% of Federal Poverty Limits. (Guidelines for financial means testing is included in Policy 16)
   ii. The community wage average is less than 200% of Federal Poverty Limits
   iii. The average cost-to-charge ratio for the provider's services is more than 50%

Financial Assistance (Also see Policy #16 – Billing and Collection for the Uninsured)

Each Health Ministry should have a methodology to determine qualifying incomes and/or assets available to satisfy the patient's obligation to the Health Ministry.

1. All eligible patients and the families are advised of the Health Ministry's applicable policies,

including the charity care policy and the availability of need-based financial assistance in easily understood terms, as well as in language commonly used by patients in the community.

2. The financial assistance policy must address a patient's eligible income and assets.

3. The policy may allow the determination to be made on a case-by-case basis, but in this circumstance, a review panel must be formed to ensure a patient has the right to appeal a decision.

4. Requiring a patient to apply for public financial assistance programs is permissible.

For further guidance, reference Sections 4 and 6 of Policy #16 – Billing and Collection for the Uninsured.

Other Requirements and Exceptions (Also see Policy #16 – Billing and Collection for the Uninsured)

1. Health Ministries may require the uninsured to work with a financial counselor and apply for Medicaid or other public assistance programs to qualify for charity.

2. Other programs that allow for "packaging" payment programs are acceptable. For example, many Health Ministries package prenatal care and delivery charges into a "package" price for the uninsured. This is encouraged and will continue.

3. A nominal charge may be charged to patients qualifying for charity. The participation of individuals in the financial obligation of their health care is recommended by those who work with persons who are poor since it respects their dignity as well as their sense of responsibility.

4. Where a Health Ministry's Medicaid payor mix is equal to or greater than 45%, expected discounts for uninsured patients with the means to pay can be limited to payment equal to cost.

5. Large deductible or coinsurance balances should be considered when determining qualification for charity, financial assistance or applicable discount, regardless of patient's insured status.

Planning

1. As part of the annual Integrated Strategic and Financial Planning process, establish substantial, measurable and meaningful Care of Persons Who are Poor / Community Benefit goals. These goals should include:

   a. An Ascension Health <u>access</u> goal, where applicable
   b. Three (3) to five (5) local Care of Persons Who are Poor / Community Benefit goals developed in response to a local community needs assessment

2. Goal Setting.

   a. A goal may span more than one year and, therefore, may be included in several years' plans. However, once the program/service/activity is functional and part of the on-going operations, a new goal(s) will be established.

   b. A Health Ministry may choose to include as a goal the continuation of a service that is at risk due to its operating at a loss, if this represents a clear decision for the sake of the mission impact of that service. In such a case, the goal will include ways to sustain the service. Once stabilized, it opens the opportunity for establishing a new goal.

3. The CEO and Local Board determine which of these goals will be attached to the local executive incentive.

4. The Integrated Strategic and Financial Plan budget for Care of Persons Who are Poor / Community Benefit should include budget dollars for Categories I through V (defined in the *Reporting* section) for the upcoming fiscal year as well as projected budget dollars for each Category. The projected budget dollars should, at a minimum, contribute on an on-going basis to the system's targeted benchmark that will be established in FY06 and updated in each subsequent fiscal year.

Reporting

1. Dollar values should be reported on an annual basis for each of the following five categories:

   a. Category I – Charity Care (free care or reduced fee/sliding scale care for persons who qualify for financial assistance).

   b. Category II – Unreimbursed cost of care provided to patients enrolled in public programs.

   c. Category III – Community benefit programs and services targeted to persons who are poor

   d. Category IV – Community benefit programs and services targeted to the general community

   e. Category V – Bad debt costs attributable to Charity Care.

2. Guidelines for Category I. The following should serve as guidelines for reporting Category I – Charity Care. (Also see Policy on Billing and Collections for the Uninsured)

   a. Charity care dollars should be an estimate of the cost to provide services to patients who qualify for charity care.
   b. Charity care should include the cost of services provided to charity care patients in all settings (acute and non-acute settings such as ambulatory surgery centers, etc.)

3. Guidelines for Category II. The following should serve as guidelines for reporting Category II – Unreimbursed cost of care provided to patients enrolled in public programs.

   a. Medicare losses/shortfalls should not be reported. This is consistent with standards set by the CHA community benefit network and used by other Catholic systems.
   b. Losses/shortfalls from all Medicaid sources, including Medicaid managed care products, should be included.
   c. Medicaid disproportionate share (DSH) payments should be considered Medicaid payment/income.
   d. Prior year settlements from Medicaid programs (including Medicaid DSH) should be considered as an offset to the cost of care provided and, accordingly, increase or decrease the shortfall reported.

4. Guidelines for Category III Programs and Services. The following should serve as guidelines for identifying appropriate programs, services, and/or wellness activities/events to be included in Category III – Community benefit programs and services targeted to the poor. (See Reference 1 in A Guide for Planning and Reporting Community Benefit – Pages 109 -127; Catholic Health Association.)

   a. The program/service/activity/event must respond to the needs of special populations; for example, the frail elderly, poor persons with disabilities, the chronically mentally ill, persons with AIDS, or those who find it hard to meet basic needs due to on-going poverty.
   b. The program/service/activity/event should be quantifiable in terms of dollars and should not be included in Category I or II.
   c. The program/service/activity/event should generate a low or negative margin.
   d. The program/service/activity/event may be financed by philanthropic contributions, volunteer efforts, and endowment, grants, shortfalls, etc.
   e. The program/service/activity/event would probably be discontinued or not offered if the decision were made on a purely financial basis. The decision to continue is primarily motivated by a mission commitment versus a marketing interest.
   f. The program/service/activity/event would no longer be available, or would be insufficiently available in the community, or would be the responsibility of the government if not provided by the healthcare organization.

5. Guidelines for Category IV Programs and Services. The following should serve as guidelines for identifying appropriate programs, services and/or wellness activities/events to be included in Category IV – Community benefit programs and services targeted to the general community. (See Reference 1 in A Guide for Planning and Reporting Community Benefit – Pages 109 -127; Catholic Health Association.)

   a. The program/service/activity/event should be quantifiable in terms of dollars.
   b. The program/service/activity/event should generate a low or negative margin.
   c. The program/service/activity/event may be financed by philanthropic contributions, volunteer efforts, and endowment, grants, shortfalls, unrestricted donations and/or board designated donations, etc.

d. The program/service/activity/event provides a response to a unique or particular health problem in the community or is directed to promoting the wellness of the population in a holistic manner.

e. The program/service/activity/event would probably be discontinued or not offered if the decision were made on a purely financial basis. The decision to continue generally represents a mission commitment versus a business decision.

For health ministries whose broader community is predominately those persons who are poor and vulnerable, program/services/activities/events targeted towards the broader community should be recorded in Category III.

6. Reporting Costs for Categories III and IV Programs and Services. The following should serve as guidelines for reporting costs for programs, services, activities or events appropriate to be included in Category III – Community benefit programs and services targeted to the poor and Category IV – Community benefit programs and services targeted to the general community.

   a. Report cost less any reimbursement received.
   b. All unrestricted donations and/or board designated donations for Category III or IV programs/services/activities/events should be reported as a community benefit.
   c. Medical Education programs should be reported as a community benefit.
      i. Medicare Graduate Medical Education (GME) payments should offset costs.
      ii. Medicare Indirect Medical Education (IME) payments should not be offset against the direct cost of medical education programs.
   d. Volunteering may be reported.
      i. Include employee reported volunteer time for Health Ministry supported activities such as:
         - Employee time volunteered to assist in health screenings performed after hours
         - Replacement cost for employees performing management approved volunteer activities
         - Staff volunteer time (with supervisor approval) spent conducting organizational sponsored events
         - Board representation on management approved organizations

7. Guidelines for Category V. The following should serve as guidelines for reporting Category V – Cost of Bad Debt attributable to Charity Care.

Bad debt cost of services can be calculated for certain bad debt write-offs. This acknowledges that there are charity care patients that may not be identified initially as eligible for charity care. Two possible formulae for determining the cost of bad debt for services provided to charity care patients include:

a. *Cost of bad debt excluding the portion related to coinsurance and deductibles.* Patients who have a coinsurance payment or deductible are assumed to have insurance.

b. *Identify the zip code average income that constitutes "poor" and count all bad debts from those zip codes, excluding the portion related to coinsurance and deductibles.*
It is recognized that while this methodology may count patients with the ability to pay who reside in these zip codes, the methodology also excludes patients from other zip codes that may not be able to pay.

8. Beginning with the Care of Persons Who are Poor / Community Benefit report due for FY05 and beyond, provide a narrative for each Care of Persons Who are Poor / Community Benefit goal identified in the Integrated Strategic and Financial Plan and describe progress towards achievement for each goal, including to the extent possible baseline measures of success being established, outcomes achieved, program impact, etc.

9. Care of Persons Who are Poor / Community Benefit goals are part of the Integrated Strategic and Financial Plan. Therefore, reporting for Goals is due consistent with the Integrated Strategic and Financial Plan timeline.

Schedule 1.22

Alexian Subsidiaries

- Alexian Brothers Ambulatory Group
- Alexian Brothers Behavioral Health Hospital
- Alexian Brothers Bettendorf Place, LLC
- Alexian Brothers Center for Mental Health
- Alexian Brothers Community Services
- Alexian Brothers Corpus Christi Housing Project LLC
- Alexian Brothers Health Providers Association, Inc.
- Alexian Brothers Health System Investment Trust
- Alexian Brothers Medical Center
- Alexian Brothers Senior Neighbors
- Alexian Brothers Lansdowne Village
- Alexian Brothers Sherbrooke Village
- Alexian Brothers Specialty Group
- Alexian Elderly Services, Inc.
- Alexian Rehabilitation Services, LLC
- Alexian Village of Elk Grove
- Alexian Village of Milwaukee, Inc.
- Alexian Village of Tennessee
- Bonaventure Medical Foundation, L.L.C
- Edessa Insurance Company, Ltd.
- Illinois NeuroMeg Center, LLC
- Thelen Corporation
- Savelli Properties, Inc.
- St. Alexius Medical Center

Schedule 1.55

ABHS Facilities

Acute Care Facilities / Hospitals

- Alexian Brothers Medical Center
  800 Biesterfield Road
  Elk Grove Village, Illinois 60007
  - Alexian Rehabilitation Hospital (not separately licensed)
    935 Beisner Road
    Elk Grove Village, Illinois 60007
  - Children's Hospital Outpatient Center (not separately licensed)
    701 Biesterfield Road
    Elk Grove Village, Illinois 60007
  - Alexian Brothers Medical Center - Niehoff Pavilion
    955 Beisner Road
    Elk Grove Village, Illinois 60007
- St. Alexius Medical Center
  1555 Barrington Road
  Hoffman Estates, Illinois 60169
  - St. Alexius Breast Center at Bartlett
    864 W. Stearns Road, Suite 102
    Bartlett, Illinois 60103
- Alexian Brothers Behavioral Health Hospital
  1650 Moon Lake Boulevard
  Hoffman Estates, Illinois 60169

Alexian Brothers Ambulatory Group

Clinics/Immediate Care Centers/Occupational Health Locations

1339 Lake Street
Addison, Illinois 60101

1786 Moon Lake Boulevard
Hoffman Estates, Illinois 60169

One American Way
Elgin, Illinois 60120

114 S. Northwest Highway
Barrington, Illinois 60010

304 W. Bartlett Avenue
Bartlett, Illinois 60103

1015 Summit Street
Elgin, Illinois 60120

707 North York Road, Suite 101
Elmhurst, Illinois 60126

126 Biesterfield Road
Elk Grove Village, Illinois 60007

1515 Lake Street Building
Hanover Park, Illinois 60133

1060 S. Elmhurst Road
Mt. Prospect, Illinois 60056

50 S. Northwest Highway
Palatine, Illinois 60067

4949 Euclid Avenue
Palatine, Illinois 60067

1555 Barrington Road
Hoffman Estates, Illinois 60194

25 E. Schaumburg Road
Schaumburg, Illinois 60194

403 W. Irving Park Road
Streamwood, Illinois 60107

1240 North Busse Road
Bensenville, Illinois 60106

361 West Golf Road
Schaumburg, Illinois 60195

Alexian Brothers Senior Ministries

Alexian Brothers Lansdowne Village
4624 Lansdowne
St. Louis, Missouri 63116

Alexian Brothers Sherbrooke Village
4005 Ripa Avenue
St. Louis, Missouri 63125

Alexian Brothers Community Services
Program for All Inclusive Care of the Elderly (PACE)

3900 South Grand
St. Louis, Missouri 63118

425 Cumberland Street
Chattanooga, Tennessee 37404

8449 Jennings Station Road (not operational)
St. Louis, Missouri 63136

Alexian Brothers Services, Inc. d/b/a Alexian Court
2636 Chippewa Street
St. Louis, Missouri 63118

Alexian Village of Milwaukee, Inc.
9301 North 76th Street
Milwaukee, Wisconsin 53223

Alexian Village of Tennessee

100 James Boulevard
Signal Mountain, Tennessee 37377

d/b/a Alexian Brothers Grove, Inc.
100 Asbury Oak Lane
Chattanooga, Tennessee 37419

d/b/a Alexian Brothers Valley Residence
1164 Mountain Creek Road
Chattanooga, Tennessee 37405

Alexian Brothers Senior Neighbors
100 Newby Street
Chattanooga, Tennessee 37402

Other Facilities

Alexian Brothers Bonaventure House

825 Wellington Avenue
Chicago, Illinois 60657

d/b/a Alexian Brothers The Harbor
826 North Avenue
Waukegan, Illinois 60085

Alexian Brothers Bettendorf Place, LLC
8425 South Saginaw Avenue
Chicago, Illinois 60617

Schedule 1.83

Related Businesses

- Alexian Cardiovascular Institute Equipment, LLC
- Elk Grove MOB L.P.
- Elk Grove Village SLF Associates, L.P.
- Hoffman Estates Surgery Center, LLC
- Merit Center for Sleep Health of Arlington Heights, LLC
- Merit Center for Sleep Health of Streamwood, LLC
- Merit Center for Sleep Health of Prairie Stone, LLC
- Neurosciences Equipment, LLC
- Workplace Solutions, L.L.C.

Schedule 3.3

Excluded Assets; Assets Transferred Pre-Closing

None.

Schedule 3.5

Credit Group Members

Alexian Brothers Health System

Alexian Brothers Hospital Network

Alexian Brothers Medical Center

Alexian Brothers Behavioral Health Hospital

Alexian Brothers Community Services

Alexian Brothers Lansdowne Village

Alexian Brothers Sherbrooke Village

Alexian Village of Milwaukee, Inc.

Alexian Village of Tennessee

Alexian Brothers of San Jose, Inc.

St. Alexius Medical Center

Savelli Properties, Inc.

Schedule 4.1

Amended ABHS Bylaws

[attached]

Schedule 8.2

Tax-Exempt Organizations

- Alexian Brothers Ambulatory Group
- Alexian Brothers Behavioral Health Hospital
- Alexian Brothers Bonaventure House
- Alexian Brothers Center for Mental Health
- Alexian Brothers Community Services
- Alexian Brothers Health System
- Alexian Brothers Hospital Network
- Alexian Brothers Lansdowne Village
- Alexian Brothers Medical Center
- Alexian Brothers of San Jose, Inc.
- Alexian Brothers of St. Louis, Inc.
- Alexian Brothers Senior Ministries
- Alexian Brothers Senior Neighbors
- Alexian Brothers Services, Inc.
- Alexian Brothers Sherbrooke Village
- Alexian Elderly Services, Inc.
- Alexian Village of Milwaukee, Inc.
- Alexian Village of Tennessee
- Savelli Properties, Inc.
- St. Alexius Medical Center

Schedule 18.4

Broker

None.