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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re:	Case No. 11-33014 (DHS)
HUDSON HEALTHCARE, INC.,	Chapter 11
Debtor.	

ORDER GRANTING DEBTOR (I) AUTHORIZATION TO SELL SUBSTANTIALLY ALL OF ITS ASSETS OUTSIDE THE ORDINARY COURSE OF BUSINESS, FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES, PURSUANT TO PRIVATE SALE; (II) APPROVAL OF FORM AND CONTENT OF ASSET PURCHASE AGREEMENT BETWEEN DEBTOR AND HUMC HOLDCO, LLC, AND HUMC OPCO, LLC; (III) AUTHORIZATION TO ASSUME AND ASSIGN CERTAIN OF ITS EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (IV) AUTHORIZATION TO SELL "DESIGNATION RIGHTS" IN CONNECTION WITH CERTAIN OF ITS EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (V) AUTHORIZATION TO REJECT ALL EXECUTORY CONTRACTS AND UNEXPIRED LEASES THAT ARE NOT ASSUMED OR DESIGNATED; (VI) AUTHORIZATION TO REJECT COLLECTIVE BARGAINING AGREEMENTS; (VII) APPROVAL OF SETTLEMENT AND COMPROMISE; AND (VIII) OTHER AND RELATED RELIEF

The relief set forth on the following pages (numbered page two (2) through page seventy-five (75)) is hereby **ORDERED**.

DATED: 10/07/2011

Honorable Donald H. Steckroth
United States Bankruptcy Judge

24318/2
10/07/2011 **18480420.19**

THIS MATTER having been opened to the Court by Hudson Healthcare, Inc. (the "Debtor"), the debtor and debtor-in-possession in the above-captioned chapter 11 bankruptcy case (the "Bankruptcy Case") by way of its (a) *First Omnibus Motion for (i) Authorization to Sell Substantially All of its Assets Outside the Ordinary Course of its Business, Free and Clear of All Liens, Claims, Interests, and Encumbrances; (ii) Approval of Form and Content of Asset Purchase Agreement Between Debtor and HUMC Holdco, LLC, and HUMC Opco, LLC; (iii) Authorization to Assume and Assign Certain of its Executory Contracts and Unexpired Leases, (iv) Authorization to Sell "Designation Rights" in Connection with Certain of its Executory Contracts and Unexpired Leases, (v) Authorization to Reject all Executory Contracts and Unexpired Leases that are Not Assumed or Designated; (vi) Authorization to Reject Collective Bargaining Agreements; and (vii) Granting Other and Related Relief* [Docket No. 90] (the "Sale Motion") and (b) *Motion of Debtor for Entry of an Order Approving Settlement and Compromise Pursuant to Fed. R. Bankr. P. 9019* [Docket No. 94] (the "Settlement Motion" and collectively with the Sale Motion, the "Motions"); and the Court having reviewed the Motions, the Debtor's Verified Application in support of the Sale Motion (the "Application")[1], the Debtor APA (a copy

[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement, and if not defined in the Settlement Agreement, the meanings ascribed to them in the Motions or the Application, as applicable. In the event of any inconsistency between any defined terms in the Settlement Agreement and those in the Motions, the Application, or the August 23 Settlement Agreement (as defined below), the defined terms in the Settlement Agreement shall control.

of which is annexed hereto without exhibits as **Exhibit A**)[2] between HUMC Holdco LLC and HUMC Opco LLC (collectively the "Purchaser") and the Debtor, the Settlement Agreement by and among the Debtor, the Hoboken Municipal Hospital Authority (the "Authority"), the City of Hoboken (for itself and for the Hoboken Parking Utility) (the "City") (unless indicated otherwise, references herein to the City shall include the Parking Utility), the Purchaser, and the Official Committee of Unsecured Creditors of the Debtor (the "Committee") (the "Settlement Agreement") (a copy of which is annexed hereto without exhibits as **Exhibit B**), the Declaration of Vincent Riccitelli dated August 23, 2011 in support of the Settlement Motion, all other documents supporting or objecting to the Motions, and any opposition thereto; and the Court having further considered the arguments of counsel on the Motions, if any, at the hearing on the Motions held on October 6, 2011 (the "Hearing"); and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, that this is a core proceeding pursuant to 28 U.S.C. § 157(b), and that notice of the Motions, the Settlement Agreement, and the proposed forms of order was sufficient; and the Court having determined that the relief sought in the Motions, as modified by the terms of this Order and the Settlement Agreement, is in the best interests of the Debtor and its estate and creditors and is necessary to avoid irreparable harm to the Debtor's estate and creditors; and upon the record of the Hearing; and after due deliberation and for good cause shown therefor;

[2] The Disclosure Schedules to the Debtor APA were filed on September 8, 2011 [Docket No. 150].

THE COURT HEREBY FINDS AND DETERMINES that:[3]

A. The Court has jurisdiction over the Motions pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (C), (N), and (O). Venue of the Motions is proper pursuant to 27 U.S.C. §§ 1408 and 1409.

B. As evidenced by the certificates of service and affidavits of publication filed with the Court and based on the representations of counsel at the Hearing, (i) proper, timely, adequate, and sufficient notice of the Motions and the Hearing (including notice of the Settlement Motion by publication) has been provided in accordance with sections 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007, 9014, and 9019, as applicable; (ii) such notice was good, sufficient, and appropriate under the particular circumstances; and (iii) no other or further notice of the Motions, the Hearing, or the entry of this Order shall be required.

C. The purchase price to be paid by the Purchaser pursuant to the Debtor APA is fair consideration and constitutes reasonably equivalent value for the Purchased Assets.

D. The Purchaser is a purchaser in good faith, as that term is used in section 363(m) of the Bankruptcy Code, with respect to the Purchased Assets. The Debtor APA was negotiated, proposed, and entered into by the parties in good faith, from arms'-length bargaining positions and without collusion, and therefore, the Purchaser is entitled to the protections of section

[3] Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

363(m) of the Bankruptcy Code with respect to the Assets. Neither the Debtor nor the Purchaser has engaged in any conduct that would cause or permit the Debtor APA to be voided, or that would cause or permit the imposition of costs and damages, under section 363(n) of the Bankruptcy Code.

E. Approval of the Debtor APA and sale of the Purchased Assets in conjunction with approval of the Settlement Motion at this time will maximize the value of the estate, and hence, is in the best interest of the Debtor and its estate and creditors.

F. The Debtor has articulated sound business reasons for entering into the Settlement Agreement and consummating all of the transactions contemplated thereby, for consummating the transactions contemplated by the Debtor APA, and for selling the Purchased Assets outside of a plan of reorganization, and it is a reasonable exercise of Debtor's business judgment to enter into the Settlement Agreement and the Debtor APA and consummate the transactions contemplated thereby.

G. The Debtor has articulated sound business reasons for the assumption of the Assigned Contracts and the rejection of the Rejected Contracts, including the Collective Bargaining Agreements. Upon the Closing Date, the Debtor will no longer require the services of its unionized employees.

H. The facts and circumstances set forth in the Motions and Application and as stated herein demonstrate the exigent nature of the Debtor's business situation, to support the sale of the

Purchased Assets in conjunction with approval of the Settlement Motion at this stage of the Debtor's bankruptcy case, and outside a plan of reorganization.

I. The Debtor may sell the Purchased Assets to the Purchaser free and clear of all Encumbrances to the extent permitted by section 363(f) of the Bankruptcy Code and except as set forth in the Debtor APA. As a condition of purchasing the Purchased Assets, the Purchaser requires that the Purchased Assets be sold free and clear of all Encumbrances except those explicitly and expressly assumed by the Purchaser in the Debtor APA. The Purchaser would not have entered into the Debtor APA and would not consummate the transactions contemplated thereby, thus adversely affecting Debtor and its estate and creditors, if the sale of the Purchased Assets, except as otherwise expressly provided for herein and in the Debtor APA, were not free and clear of all Encumbrances or if the Purchaser would, or in the future could, be liable for any such Encumbrances. Except as otherwise set forth in the Debtor APA, the transfer of the Purchased Assets to the Purchaser does not and will not subject the Purchaser to any liability whatsoever with respect to the operations of the Debtor's business and/or the ownership of the Purchased Assets prior to the Closing.

J. Except with respect to the Purchaser's obligations under the Debtor APA, neither (a) the transfer of the Purchased Assets to the Purchaser nor (b) the assignment by Debtor to the

Purchaser of the Assigned Contracts or Designated Contracts[4] will subject the Purchaser and/or its affiliates, designees, assignees, successors, or any of their properties, assets, officers, directors, members, employees, or equity holders to any liability by reason of such transfer or assignment and assumption under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation, any theory of antitrust or successor or transferee liability or otherwise and all persons and entities hereby are forever barred, estopped, and enjoined from asserting any such persons' or entities' Encumbrances against Purchaser and/or its affiliates, designees, assignees, successors, or any of their properties, assets, officers, directors, members, employees, or equity holders. The Debtor and the Purchaser are exempt from and excused from complying with any laws or regulations requiring notice to any taxing authority of any jurisdiction prior to, or other laws that might, directly or indirectly, affect consummation of the transactions contemplated by the Debtor APA or the relief requested in the Sale Motion and granted by the provisions of this Order, without excusing Purchaser or the Debtor from any obligations for payment of any taxes or charges arising from such transfer.

K. Concurrently with the filing of the Sale Motion, the Debtor caused a *Notice of Debtor's Proposed Sale of Assets and Intent to Assume and Assign, Designate, or Reject Certain*

[4] Annexed hereto as Exhibits C and D are updated lists of Assigned Contracts and Designated Contracts with updated Cure Amounts. In addition, annexed hereto as Exhibit E is an updated list of Excluded Contracts. For purposes of this Order and the Debtor APA, these lists shall control.

Executory Contracts and Unexpired Leases and the Fixing of Cure Costs Associated Therewith (the "Sale Notice") to be served on the non-debtor parties to the Assigned Contracts under schedules 2.1(a), 2.1(c), and 2.1(d) to the Debtor APA and the non-debtor parties to the Designated Contracts under schedule 2.6 to the Debtor APA. The Sale Notice constitutes due, good, adequate, and sufficient notice, satisfies all governing law, and is otherwise proper in all respects.

L. The Debtor is the sole and lawful owner of the Purchased Assets, and has good and marketable title to the Purchased Assets. Accordingly, the transfer of the Purchased Assets to the Purchaser is or will be a legal, valid, and effective transfer of the Purchased Assets, and will vest the Purchaser with all right, title, and interest in and to the Purchased Assets, free and clear of all Encumbrances pursuant to, and to the fullest extent permitted by, section 363(f) of the Bankruptcy Code and all other applicable laws, except with respect to those Encumbrances explicitly and expressly assumed by the Purchaser in the Debtor APA.

M. The Settlement Agreement and the transactions contemplated thereby are fair and equitable to, and is in the best interests of, all creditors and other parties-in-interest in the Bankruptcy Case. The Settlement Injunction is necessary to induce the Authority, the City, the Purchaser, and the Parking Utility to enter into the Settlement Agreement and consummate the transactions contemplated thereby.

N. The Settlement Injunction is fair and equitable as to the Authority, the City, the Parking Utility, the Purchaser, and their respective Related Parties (as defined herein), as such parties are each giving reasonable consideration in exchange for their inclusion among the Covered Parties (as defined herein), which consideration includes, among other things,

1. the Authority's agreement to not seek or accept any distribution with respect to the Authority Claim,

2. the Authority's payment of the Authority Net Post-Closing Cash to the Debtor,

3. the payment of the State Contribution to the Debtor on behalf of the City and the Authority,

4. the City's agreement to not seek or accept any distribution with respect to the City Claim in the amount of $903,638 and the Parking Utility Claim in the amount of $1,007,740. As additional consideration for their inclusion among the Covered Parties, the City and the Parking Utility will be delivering the Parking Agreement with the Parking Concessions (in a form mutually acceptable between the City and the Parking Utility, on the one hand, and the Purchaser, on the other), which the Purchaser has required as one of the conditions precedent to closing on the Sale, and

5. the Purchaser's agreement to provide additional consideration beyond that contained in the Debtor APA, including but not limited to the payment of $600,000 in cash and up to $4,000,000 through the Backstop, the Purchaser's agreement to provide consideration under the Debtor APA, including but not limited to the payment of cash and the assumption of certain executory contracts that will relieve the Debtor of significant obligations.

O. The Settlement Injunction is fair and equitable as to the Bond Trustee and the Bondholders (including all current, former, and future Bondholders), in their capacity as such, Purchaser, and all of their respective Related Parties. The Purchaser, as part of the Closing,

requires the defeasance and satisfaction of the Bonds. Furthermore, the consideration being given by the City and the Authority, as described above, is also for the benefit of including the Bond Trustee and the Bondholders (including all current, former, and future Bondholders) (in their capacity as such), and their Related Parties, among the Covered Parties, and the $5,000,000 in consideration being given by the State of New Jersey on behalf of the Authority and the City, as described in the Settlement Agreement, to facilitate the defeasance of the Bonds and the City's, the Authority's, and the Purchaser's requirement to include the Bond Trustee and the Bondholders (including all current, former, and future Bondholders) (in their capacity as such), and their Related Parties, among the Covered Parties, and, without such consideration, the Sale could not close.

P. The Settlement Injunction is necessary. The Authority, the City, the Purchaser, and the Parking Utility would not provide the consideration described above without their inclusion among the Covered Parties, and without such consideration, the Sale could not close. Likewise, the Purchaser and the City would not provide the consideration described above without the inclusion of the Bond Trustee and the Bondholders (including all current, former, and future Bondholders) (in their capacity as such), and their Related Parties, among the Covered Parties, and, without such consideration, the Sale could not close.

Q. Approval of the Settlement Agreement and the transactions contemplated thereby is a condition of the consummation of the Sales and is therefore necessary to prevent irreparable

harm to the Debtor's estate and creditors that would occur if the Sales were not consummated and the Hospital would close, thereby, among other things, substantially increasing the amount of the claims against the Debtor, causing the loss of more than 1,200 jobs, and eliminating a critical healthcare facility for the citizens of the City and surrounding communities. The Settlement Agreement and the transactions contemplated thereby will also substantially benefit all creditors by providing substantial funding for the Debtor's plan of liquidation, reducing the size of the general unsecured claims pool entitled to a distribution, and resolving numerous complex disputes without the attendant costs, delay, and uncertainty of complex litigation.

R. All Non-Debtor parties holding valid Encumbrances (as defined in paragraph 7 below) in or with respect to the Purchased Assets who did not object, or who withdrew their objections to the Sale Motion are deemed to have consented to the sale of the Purchased Assets free and clear of their Encumbrances in or with respect to the Purchased Assets pursuant to section 363(f)(2) of the Bankruptcy Code.

S. All Non-Debtor parties holding valid Claims against the Debtor and who did not object to the Settlement Motion, or who withdrew their objections, are deemed to have consented to the Debtor's entry into the Settlement Agreement and consummation of the transactions contemplated thereby, including, without limitation, the Settlement Injunction.

T. Upon consummation of the Sales and the Settlement Agreement, the Authority, the Purchaser, and the City, on behalf of themselves and their Related Parties, will have provided

substantial consideration to the Debtor's estate and creditors, provided that neither the Authority nor the City nor any of their respective Related Parties shall file any claim for a substantial contribution under section 503 of the Bankruptcy Code or otherwise.

U. The Committee and its members, after a diligent and thorough investigation and after extensive negotiations that resulted in certain enhancements to the terms of the Settlement Agreement, to the benefit of the Debtor's Estate and its creditors, and after consultation with the Committee's advisors, support approval of the Sale and the Settlement Agreement and the entry of this Order.

V. On October 5, 2011, JNESO, District Council 1, IUOE, AFL-CIO ("JNESO") filed an objection to the Motions (the "JNESO Objection") [Docket No. 257]. The JNESO Objection has been resolved and withdrawn as set forth herein.

W. All objections to the Motions have been settled or withdrawn as provided in accordance with the terms set forth in this Order.

ACCORDINGLY, IT IS HEREBY ORDERED THAT:

1. All of the findings of fact and conclusions of law set forth above are incorporated herein by reference, and the Motions are GRANTED as set forth herein.

2. Any and all objections to the Motions and the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections, are hereby overruled on the merits and DENIED.

3. The Settlement Agreement and all of the transactions contemplated therein are hereby authorized and approved in full.

4. The Parties are authorized and directed to execute the Settlement Agreement, and upon occurrence of the Closing, perform their respective obligations thereunder when due, and take such other actions as are necessary to execute and deliver all documents referenced in, contemplated by, or otherwise necessary to effectuate the Settlement Agreement without any further authorization of the Court.

5. The Debtor APA and all ancillary documents and transactions contemplated therein, including the transfer of the Purchased Assets by the Debtor to the Purchaser as provided in the Debtor APA, are approved and authorized under the Bankruptcy Code, including but not limited to sections 105, 363, and 365 thereof.

6. The transfer of the Purchased Assets by the Debtor to the Purchaser upon Closing will be a valid, legal, and effective transfer of the Purchased Assets notwithstanding any requirement for approval or consent by any entity (as defined in section 101(15) of the Bankruptcy Code).

7. Pursuant to section 363(b) of the Bankruptcy Code, the Debtor is hereby authorized to sell and transfer the Purchased Assets to the Purchaser pursuant to and in accordance with the terms and conditions of the Debtor APA and to take all other actions as are necessary to effectuate all of the terms thereof and to consummate the transactions contemplated

therein, including, without limitation, such actions as are necessary to execute and deliver all documents referenced in and/or contemplated under the Debtor APA without any further authorization of the Court. Upon closing, title to the Purchased Assets shall pass to the Purchaser pursuant to, and to the fullest extent permitted by, section 363 of the Bankruptcy Code and all other applicable laws, except with respect to those Encumbrances explicitly and expressly assumed by the Purchaser in the Debtor APA, and except those certain other Encumbrances expressly and explicitly assumed by Purchaser pursuant to section 2.6 of the Debtor APA, referring to Designated Contracts, as defined below, free and clear of any and all liens (including, but not limited to, (i) any lien, replacement lien, claim, interest, or charge granted to any party under any Order entered in this case and (ii) mechanics', materialmen's and other consensual and non-consensual liens and statutory liens), security interests, encumbrances and claims (including, but not limited to, any "claim" as defined in section 101(5) of the Bankruptcy Code), reclamation claims, malpractice claims, tort claims, any liability or obligations under COBRA (except as expressly provided for in paragraph 43 of this Order), mortgages, deeds of trust, pledges, covenants, restrictions, hypothecations, charges, indentures, loan agreements, causes of action, instruments, contracts, leases, licenses, options, rights of first refusal, offsets, recoupment, rights of recovery, judgments, orders and decrees of any court or foreign or domestic government entity, claims for reimbursement, contribution, indemnity or exoneration, assignment, preferences, debts, charges, suits, rights of recovery, interests, products liability,

alter-ego, environmental, successor liability, tax and other liabilities, causes of action and claims, and in such case whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, or known or unknown, whether arising prior to, on, or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity, or otherwise (collectively, the "Encumbrances"), with any Encumbrances to attach only to the proceeds of sale with the same priority, validity, force, and effect as they existed with respect to the Purchased Assets before the Closing Date, subject to any and all rights, claims, defenses, and objections of the Debtor and any other party-in-interest.

8. The transfer of the Purchased Assets, and the assignment of the Assigned Contracts and any assigned Designated Contracts does not and will not subject the Purchaser and/or its affiliates, designees, assignees, successors, or any of their properties, assets, officers, directors, members, employees, or equity holders to any liability by reason of such transfers and assignments under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia based, in whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation, any theory of successor or transferee liability, persons and entities hereby are forever barred, estopped, and permanently enjoined from asserting such persons' or entities' Encumbrances against the Purchaser and/or its affiliates, designees,

assignees, successors, or any of their properties, assets, officers, directors, members, employees, or equity holders.

9. Pursuant to sections 365(a), (b), (c), and (f) of the Bankruptcy Code, the Debtor is authorized to assume (to the extent executory) and assign the Assigned Contracts subject to the procedures established herein; provided, however, that there shall be no assumption of any such Assigned Contract absent simultaneous assignment thereof to the Purchaser. Consistent with sections 2.1(b)(iii) and 8.2 of the Debtor APA, the Debtor is also authorized to assign certain additional Personal Property Leases (as that term is defined in the Debtor APA) primarily pertaining to or used in connection with the Business (as that term is defined in the Debtor APA) that are entered into after the date the parties entered into the Debtor APA but prior to Closing with the consent of the Purchaser. Notwithstanding anything in the Debtor APA (including, but not limited to, the Schedules thereto) or this Order to the contrary, the City Lease and the Parking Utility Lease shall not be among the Assigned Contracts, Designated Contracts, or Designated Real Estate Contracts; all aspects regarding the treatment of the City Lease and the Parking Utility Lease shall be addressed in and controlled by the Parking Agreement and the Parking Concessions (the "Parking Agreement Reservation")

10. Pursuant to section 365(a), (b), (c), and (f) of the Bankruptcy Code, the Debtor is also authorized to assume (to the extent executory) and assign any Designated Contract upon written notice(s) filed with this Court from the Closing Date until the date that is the later of one

hundred twenty (120) days after the Closing Date or January 31, 2012 (the "Designation Period") as provided in section 2.6 of the Debtor APA. Notwithstanding anything in the Debtor APA (including, but not limited to, the Schedules thereto) or this Order to the contrary, the Parking Agreement Reservation shall apply.

11. The Debtor's time to assume or reject the Designated Real Property Leases is hereby extended until February 27, 2012. Notwithstanding anything in the Debtor APA (including, but not limited to, the Schedules thereto) or this Order to the contrary, the Parking Agreement Reservation shall apply.

12. Each non-debtor party to an Assigned Contract or a Designated Contract that disagrees with the cure amount in the Sale Notice was required to file an objection ("Cure Objection") on or before September 15, 2011 at 5:00 p.m. (prevailing Eastern Time) and serve a copy upon Debtor, Purchaser, their counsel, and other parties in interest on the same day as set forth in the Sale Notice. Any non-debtor party to an Assigned Contract or Designated Contract for which a Cure Objection was not properly and timely filed shall be (a) forever barred from objecting to the cure amount proposed by Debtor and (b) forever barred and estopped from asserting or claiming any additional cure amounts due or defaults existing from the Debtor or any assignee of the relevant contract (provided, however, that these limitations shall not apply to the City, the Parking Utility, or any of their respective Related Parties). The Cure Amounts set forth on schedules 2.8 and 2.9 of the Debtor APA and noticed upon each applicable non-debtor

party to each Assigned Contract or Designated Contract for which no Cure Objection was filed shall be deemed sufficient to permit assumption and assignment of each such Assigned Contract or Designated Contract. As stated in the Notice, each Cure Objection, to be deemed "properly filed," must have set forth (i) the basis for the Cure Objection and (ii) the amount the party asserts as the appropriate cure amount. Nothing in the Debtor APA (including, but not limited to, the Schedules thereto), the Settlement Agreement, the Settlement Injunction, or this Order shall be deemed to bar or estop, or in any way impair or limit, the City or any Related Parties of the City that have regulatory and/or police powers governing the operations of the Hospital or the Hospital facility from exercising and enforcing such powers with respect to matters that have or may have arisen before or after the Closing.

13. On or as promptly after the Closing Date as is practical, the Cure Amounts relating to Assigned Contracts to which no objections were filed, or to which the Purchaser and Applicable non-debtor contract party have agreed as to the allowed Cure Amount(s), shall be paid.

14. With respect to the Designated Contracts, any applicable costs incurred subsequent to the Closing Date including Cure Amount(s) shall be borne by the Purchaser. Notwithstanding anything in this Order to the contrary, on the date any such Designated Contract is assumed and assigned to the Purchaser pursuant to the terms of this paragraph, such

Designated Contract shall be deemed an Assigned Contract and deemed scheduled on schedule 2.1(d) of the Debtor APA.

15. Notwithstanding any other provision herein or elsewhere, the Closing Date, to the extent the prerequisites for Closing have been met, shall occur on October 24, 2011.

16. The Purchaser shall file with the Court a notice of each Designated Contract which the Purchaser intends to assume ("Notice of Assumption") and a notice of each Designated Contract which the Purchaser does not intend to assume ("Notice of Non-Assumption").

17. Each non-debtor party to a Designated Contract shall continue to perform any and all obligations thereunder after the Closing Date and during the Designation Period. Unless and until a Notice of Non-Assumption is filed, all costs and obligations pursuant to each Designated Contract after Closing shall be borne by the Purchaser. Upon a Notice of Non-Assumption being filed, the Debtor's and the Purchaser's obligations under such contract(s) shall be terminated and, contemporaneously therewith, the Designated Contract shall be deemed rejected. Notwithstanding anything to the contrary in this paragraph, unless expressly addressed and/or set forth in the Parking Agreement, all other executory contracts between the City and the Debtor and the Parking Utility and the Debtor shall be deemed rejected as of the Closing and all property that is the subject of such executory contracts shall be turned over to, as applicable, the City and the Parking Utility as of the Closing Date.

18. The Debtor shall be obligated for all obligations that arose between the Petition Date and the Closing Date relating to all Assigned Contracts and Designated Contracts. The Purchaser shall be responsible and obligated to pay all remaining Cure Amounts[5] relating to any Designated Contract assumed and assigned during the Designation Period, including pre-petition and post Closing Date cure amounts, and the Purchaser is also responsible for timely paying any and all obligations which arise on or after the Closing Date. The Cure Amounts for Designated Contracts to which no objections have been filed, or to which the Purchaser and applicable non-debtor contract party have agreed as to the allowed Cure Amount(s), or in such amount as ordered by this Court, shall be paid within five (5) business days after the filing of each applicable Notice of Assumption.

19. A further hearing shall be held on November 10, 2011 at 10:00 a.m. to consider any unresolved objections to the Cure Amounts for Assigned Contracts and Designated Contracts set forth in schedules 2.8 and 2.9 respectively, pursuant to section 365 of the Bankruptcy Code. With respect to Cure Amounts for Assigned Contracts to which objections have been raised and not resolved, such Cure Amounts shall be paid by the Debtor, within the later of (i) five (5) business days after the Closing Date or (ii) ten (10) business days after the entry of a final, non-appealable Order allowing such Cure Amounts. With respect to Cure

[5] To the extent, if any, that the Debtor or the Purchaser, as applicable, and any counterparty to an Assigned Contract or a Designated Contract have agreed or agree in the future to a different Cure Amount, the agreed-upon amount shall control.

Amounts for Designated Contracts to which objections have been raised and not resolved, such Cure Amounts shall be paid by the Purchaser, within the later of (i) five (5) days after the date of filing the applicable Notice of Assumption or (ii) ten (10) business days after the entry of a final, non-appealable Order allowing such Cure Amounts. Pending a determination either by agreement or by final, non-appealable Order regarding any disputed Cure Amount in connection with the assumption and assignment of the Assigned Contracts and any Designated Contracts (for which the Purchaser has filed a notice indicating its desire to have such Designated Contract assumed and assigned), an amount sufficient to satisfy such disputed Cure Amount will be set aside (by the Debtor with respect to Assigned Contracts and by the Purchaser with respect to Designated Contracts) in escrow for the benefit of any non-debtor party to an Assigned Contract or Designated Contract asserting a disputed Cure Amount. Such amount to be set aside shall be based upon either a reasonable agreement between the Debtor, the Purchaser, and the non-debtor party concerning the disputed Cure Amount or, in the event the Debtor, the Purchaser, and the non-debtor party cannot reach an agreement as to such amount, such other amount as may be determined by the Court as sufficient to satisfy such disputed amount.

20. With respect to any unresolved objection to Cure Amounts related to Designated Contracts, the Debtor and the Purchaser shall jointly bear responsibility for addressing and resolving such objections, and the Debtor shall cooperate fully with the Purchaser by means of providing information, documentation, testimony, or otherwise in aid of the Purchaser's attempt

to resolve such objections, provided, however, that the Purchaser shall be responsible for all costs and expenses incurred by the Debtor in providing such cooperation.

21. The Debtor is further authorized to assume (to the extent executory) and to assign (as shall be evidenced by, among other things, the filing of a Notice of Assumption with the Bankruptcy Court) the provider agreements pursuant to section 8.12 of the Debtor APA, subject to the conditions contained therein. Payment of the Cure Amounts shall be deemed to discharge the Debtor's obligation to (i) cure, or provide adequate assurance that the Debtor will promptly cure, any defaults under the Assigned Contracts and (ii) compensate, or provide adequate assurance that the Debtor will promptly compensate, any non-debtor party to the Assigned Contracts for any actual pecuniary loss resulting from any default under the Assigned Contracts. Pursuant to section 365(k) of the Bankruptcy Code, the Debtor shall have no liabilities for any claims arising or relating to or accruing post-Closing under any of the Assigned Contracts or Designated Contracts.

22. In accordance with sections 365(b)(2) and (f) of the Bankruptcy Code, upon transfer of the Assigned and Designated Contracts to the Purchaser, (i) the Purchaser shall have all of the rights of the Debtor thereunder and each provision of such Assigned Contract and/or Designated Contracts shall remain in full force and effect for the benefit of the Purchaser notwithstanding any provision in any such Assigned Contract or Designated Contract or in applicable law that prohibits, restricts, or limits in any way such assignment or transfer and (ii)

no Assigned Contract or Designated Contract may be terminated, or the rights of any party modified in any respect, including pursuant to any "change of control" clause, by any other party thereto as a result of the consummation of the transactions contemplated by the Debtor APA.

23. Any party to a Personal Services Contract that has not objected to the assignment thereof is deemed to consent to such assignment pursuant to 11 U.S.C. § 365(c).

24. The Rejected Contracts are rejected on the Closing Date, and any executory contract or unexpired lease that is not either an Assigned Contract or a Designated Contract shall be deemed rejected as of the Closing Date, other than certain provider agreements as set forth in section 8.12 of the Debtor APA to the extent (if any) the Debtor is a party thereto. Any Designated Contract that is not assumed by the Designation Deadline shall be deemed rejected on the date of the filing of the applicable Notice of Non-Assumption or at the expiration of the Designation Period if no Notice of Assumption has been filed as to that Designated Contract, effective as of the Closing Date.

25. The failure of the Debtor or the Purchaser to enforce, at any time, one or more terms or conditions of any Assigned Contract or Designated Contract shall not be a waiver of such terms and conditions or of the Debtor's or the Purchaser's rights to enforce every term and condition of the Assigned Contracts and Designated Contracts.

26. Unless and until actually assigned at Closing (for Assigned Contracts) or filing of a Notice of Assumption (for Designated Contracts) pursuant to this Order, the Purchaser shall

have no liability under any Assigned or Designated Contract, provided, however, that the Purchaser shall pay and be responsible for all regular, ordinary course of business costs under the terms of the respective Designated Contracts incurred after the Closing Date for which a notice has not yet been filed.

27. Any and all collective bargaining agreements ("Collective Bargaining Agreements") between the Debtor, on the one hand, and 1199J, National Union of Hospital and Health Care Employees AFSCME, AFL-CIO, JNESO District Council 1, IUOE/AFL-CIO, or the Committee of Interns and Residents/SEIU, on the other hand, be and hereby are rejected in their entirety on the Closing Date. All requirements set forth in 11 U.S.C. § 1113 for rejection of the Collective Bargaining Agreements have been satisfied.

28. In the event that the Sale does not close, none of the Debtor's executory contracts and leases shall be assumed or rejected by virtue of this Order and shall remain subject to further administration in this case.

29. The sale and transfer of the Purchased Assets to the Purchaser pursuant to the Debtor APA constitutes a legal, valid, and effective transfer and shall vest the Purchaser with all right, title, and interest of the Debtor in and to the Purchased Assets.

30. Excluded Assets (as that term is defined in the Debtor APA) are not, and shall not become, property of the Purchaser. To the extent a creditor of the Debtor holds a Lien on any Excluded Asset, such Lien is unaffected by this Order. If any Excluded Asset or proceeds

thereof come into the Purchaser's possession, the Purchaser shall promptly deliver such Excluded Asset or proceeds to the Debtor. If any of the Purchased Assets comes into the possession or control of Debtor, such Purchased Asset shall forthwith be transferred, assigned, and conveyed by the Debtor to the Purchaser, consistent with paragraph 8.14 of the Debtor APA.

31. Upon the Debtor's receipt of the consideration set forth in Section 3.1 of the Debtor APA at the Closing, each of Debtor's creditors is authorized and directed to execute documents and take all other actions as may be necessary to release its Encumbrances against or in the Purchased Assets, if any, as such Encumbrances may have been recorded or otherwise exist, with the exception of those creditors holding Encumbrances explicitly and expressly assumed by the Purchaser in the Debtor APA.

32. Each and every federal, state, and local governmental agency, recording office or department, and all other parties, persons, or entities are hereby directed to accept this Order for recordation as conclusive evidence of the free and clear and unencumbered transfer of title to the Purchased Assets conveyed to the Purchaser.

33. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Encumbrances against or in the Purchased Assets shall not have delivered to the Debtor before the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Encumbrances that the person or entity has with respect to the Purchased Assets or

otherwise, the Debtor or the Purchaser is hereby authorized and directed to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to such Purchased Assets.

34. The provisions of this Order shall be self-executing, and neither the Debtor, the Purchaser, nor any other party shall be required to execute or file releases, termination statements, assignments, cancellations, consents, or other instruments to effectuate, consummate, and/or implement the provisions hereof with respect to such sale; provided, however, that this paragraph shall not excuse such parties from performing any and all of their respective obligations under the Debtor APA. Without in any way limiting the foregoing, the Purchaser is empowered to execute and file releases, termination statements, assignments, consents, cancellations, or other instruments to effectuate, consummate, and/or implement the provisions hereof with respect to the sale contemplated by the Debtor APA.

35. Consummation of the Debtor APA and the transactions contemplated therein and thereby does not effect a *de facto* merger or consolidation of the Debtor and the Purchaser[6], nor does it result in the continuation of the Debtor's business under the Purchaser's control. The Purchaser is not the alter ego of, a successor in interest to, or a continuation of the Debtor, nor is the Purchaser otherwise liable for the Debtor's debts and obligations, unless specifically provided

[6] Any injunctions or releases granted herein in favor of the Purchaser shall also apply to the Purchaser's Related Parties (as defined in footnote 9 below), whether or not specifically noted in each such paragraph hereof.

for in the Debtor APA or pursuant to this Order. Except as otherwise provided in the Debtor APA, all persons and entities (and their respective successors and assigns) including, but not limited to, all debt security holders, equity security holders, Debtor's employees, governmental, tax, and regulatory authorities, lenders, trade and other creditors, holding Encumbrances (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated) against, in, or with respect to the Debtor and/or the Purchased Assets arising under or out of, in connection with, or in any way related to, the Debtor, the Purchased Assets, the operation of the Debtor's business prior to Closing, or the transfer of the Purchased Assets to Purchaser, hereby are forever barred, estopped, and permanently enjoined from asserting such persons' or entities' Encumbrances against the Purchaser and/or its affiliates, designees, assignees, successors, or any of their properties, assets, officers, directors, members, employees, or equity holders. Neither the Purchaser nor the Debtor is required to comply with any "bulk sales" or similar laws relating to the transfer of the Purchased Assets.

36. Notwithstanding anything to the contrary in this Order or in the Settlement Agreement, nothing herein shall be deemed to limit, modify, or release the obligations of any of the Parties under this Order and/or the Settlement Agreement or any obligations of any Entity under the Debtor APA and/or the Authority APA or any other agreements appurtenant thereto.

37. All entities who are presently, or who as of the Closing may be, in possession of some or all of the Purchased Assets hereby are directed to surrender possession of the Purchased Assets to the Purchaser as of the Closing.

38. The Debtor, the Authority, and their respective representatives shall, subject to applicable law, continue to have immediate access to all Patient Records (as that term is defined in the Debtor APA) and other Documents (as that term is defined in the Debtor APA) as reasonably necessary to wind down the Debtor's affairs or comply with obligations under the Debtor APA, and the reasonable costs of producing the aforesaid information shall be borne by the party requesting same. Further, all medical records, open and closed, become the property of the Purchaser and will be stored, safeguarded, and accessed per existing Hospital policies and procedures.

39. Nothing contained in any chapter 11 plan confirmed in the Bankruptcy Case or any order confirming any such plan shall alter, amend, modify, supersede, conflict with, or derogate from the provisions of the Debtor APA or the Settlement Agreement, or the terms of this Order. All of the terms and provisions of this Order shall survive the dismissal of the Bankruptcy Case or the conversion of the Bankruptcy Case to a case under chapter 7 of the Bankruptcy Code.

40. The Debtor APA and the Settlement Agreement are not, individually or in combination, a *sub rosa* chapter 11 plan for which approval has not been sought without the

protections that a disclosure statement would afford, and is not in violation of creditors' voting rights.

41. The Purchaser shall be entitled to the protection of Section 363(m) of the Bankruptcy Code if this Order or any authorization contained herein is reversed or modified on appeal. The purchase by the Purchaser of the Purchased Assets is a purchase in good faith for fair value within the meaning of section 363(m) of the Bankruptcy Code, and therefore, the Purchaser is entitled to the protection of section 363(m) of the Bankruptcy Code. Accordingly, the reversal, modification, or appeal of the authorization provided herein to consummate the transactions contemplated by the Debtor APA and the sale of the Purchased Assets shall not affect the validity of the sale to the Purchaser, unless such authorization is duly stayed pending such appeal before the Closing.

42. The Sale approved by this order is not subject to avoidance or the imposition of costs and damages pursuant to Section 363(n) of the Bankruptcy Code. The consideration set forth in Section 3.1 of the Debtor APA to be provided by Purchaser in exchange for the Purchased Assets shall be deemed to constitute reasonably equivalent value and fair consideration.

43. The Purchaser shall not be deemed to be a joint employer, single employer, co-employer, or successor employer with the Debtor for any purpose or under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia and, except as

specifically set forth in the Debtor APA, the Purchaser shall not have any obligation to pay any past wages, benefits, or severance pay or extend or make any benefits or benefit programs, including COBRA or any similar laws or regulations, to any of Debtor's employees or former employees, including any such employees who may become employees of the Purchaser, except for the Purchaser's agreement to administer COBRA benefits for the Debtor's employees or former employees eligible for such coverage.

44. This Order is and shall be binding upon and govern the acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, or the duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Purchased Assets.

45. Notwithstanding anything to the contrary herein or in the Settlement Agreement, none of the payments provided for in the Settlement Agreement shall be made unless and until the Closing has occurred, which shall include, among other things, full defeasance and satisfaction of the Bonds.

46. Subject to the Closing of the Authority Sale and the Debtor Sale and, as to the Purchaser, to the maximum amount available under the Backstop, the Purchaser, the Authority, and the City, as applicable, shall pay or cause to be paid (with each limited to their responsibilities as set forth below) into a trust account controlled by the Committee's counsel (the "Creditor Trust Account") Cash in the amount of Ten Million Two Hundred Thousand Dollars ($10,200,000) (the "Creditor Trust Payment"), in accordance with Sections 3(a), 7, and 8 of the Settlement Agreement by wire transfer of immediately available funds (the "Required Creditor Trust Account Deposit").

47. The Creditor Trust Payment shall be used solely (i) to fund a Plan, (ii) to pay all Committee Fees, (iii) to pay the Debtor's Professionals' Fees in excess of $1,008,043.90 (inclusive of unused retainers) (the "Debtor's Excess Fees"), (iv) to pay quarterly fees of the Office of the United States Trustee, if any, incurred after the Closing (the "UST Post-Close Fees"), (v) to pay fees and expenses of Epiq Bankruptcy Solutions LLC ("Epiq") incurred after the Closing (the "Epiq Post-Close Fees"), (vi) to pay the fees and expenses, including attorney's fees, incurred by the Patient Care Ombudsman (the "PCO") after the Closing (the "PCO Post-Close Fees"), and (vii) to pay any other chapter 11 administrative expenses of the Debtor's Estate incurred after the Closing (the "Other Post-Close Admin Expenses") (collectively, any Committee Fees, Debtor's Excess Fees, UST Post-Close Fees, Epiq Post-Close Fees, PCO Post-Close Fees, and Other Post-Close Admin Expenses are the "Post-Close Admin Costs").

48. Simultaneously with the Closing, or as soon as practicable (but not more than two (2) Business Days) thereafter, Cash in the aggregate amount of Seven Million Two Hundred Fifty Thousand Dollars ($7,250,000) shall be deposited into the Creditor Trust Account (the "Tier I Payment") by wire transfer of immediately available funds.

49. If the Closing occurs, the obligation to pay the Tier I Payment on the Closing Date is unconditional, including, without limitation, that such obligation is not subject to any defenses of any kind or nature.

50. Notwithstanding any other provision herein or in the Settlement Agreement to the contrary, none of the Releases set forth in section 11 of the Settlement Agreement shall become effective, and the Settlement Injunction shall not become effective, until and unless (i) Seven Million Two Hundred Fifty Thousand Dollars ($7,250,000) has been deposited into the Creditor Trust Account and (ii) the Authority Net Post-Closing Cash has been deposited into the Joint Payment Account (the "Required Joint Payment Account Deposit") (the date on which the conditions of this paragraph 50 have been satisfied and the Releases become effective is the "Release Date").

51. An account shall be established by counsel to the Committee and counsel to the Debtor within five (5) business days after the entry of this Order, but in any event no later than two business days prior to the Closing (the "Joint Payment Account"). The Debtor's Cash on

hand after the Closing (except to the extent such Cash is transferred to the Creditor Trust Account) shall be paid into the Joint Payment Account.

52. The Authority shall pay into the Joint Payment Account, not more than two (2) Business Days after the Closing, the Required Joint Payment Account Deposit via wire transfer of immediately available funds.

53. To the extent that the Authority or the Debtor have accrued or paid claims or expenses relating to property damage directly or indirectly caused by Hurricane Irene prior to the Closing, the insurance proceeds payable on account of said claims or expenses shall be paid to the Authority or the Debtor and shall be used by them to pay for such repairs for all such property damage (to the extent they remain unpaid) and/or reimburse the Authority and/or the Debtor, as applicable, for expenses paid for such repairs. To the extent any repairs have not been made on or before the Closing Date, the Authority or the Debtor shall pay or cause to be paid said insurance proceeds on account of the repair/damage to the Purchaser (or its designee). The Authority and/or the Debtor, as applicable, shall cause the Purchaser to be named as an additional insured on the applicable insurance policies prior to the Closing. To the extent any Party receives insurance proceeds that are due to another Party under this paragraph 53, the receiving Party shall hold such funds in trust for the appropriate Party and turn over such funds to the appropriate Party in accordance with this provision. In addition, the Authority and/or the Debtor (as applicable) shall execute an assignment of proceeds in a form mutually satisfactory to

the Purchaser, the Authority, and the Debtor, pursuant to which the Authority and/or the Debtor (as applicable) shall assign to the Purchaser (or its designee) all claim proceeds under the applicable insurance policies on claims relating to property damage caused directly or indirectly by Hurricane Irene for repairs that have not been completed prior to the Closing. Each Party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this paragraph 53.

54. Payments from the Creditor Trust Account shall be made in accordance with a confirmed Plan, provided, however, that the Committee Fees, the Debtor's Excess Fees, the UST Post-Close Fees, the Epiq Post-Close Fees, and the PCO Post-Close Fees may be paid from the Creditor Trust Account prior to confirmation of the Plan.

55. All payments from the Joint Payment Account shall be pursuant to checks signed by an authorized signatory of each of the Committee and the Debtor. Such authorized signatories may be an individual employed, respectively, by counsel or accountants for the Committee and the Debtor.

56. Subject to paragraph 55 and this paragraph 56, the Debtor shall pay from the Joint Payment Account all Allowed administrative and priority unsecured claims incurred on or before the Closing Date ("Allowed Admin/Priority Claims"). Allowed Admin/Priority Claims include but are not limited to the following items: (i) undisputed and/or Allowed outstanding postpetition employee wages, to be paid on or before the Debtor's next regularly scheduled payroll date

("Accrued and Unpaid Wages"); (ii) the Debtor's Allowed Professional Fees up to the amount of $1,008,043.90 (inclusive of unused retainers); (iii) to the extent incurred and unpaid on or before the Closing Date, other undisputed and/or Allowed trade administrative expenses; and (iv) accrued but unpaid union health, welfare, and pension benefits fund contributions claims as set forth in Subsection 7(e) of the Settlement Agreement. For the avoidance of doubt, the Allowed Admin/Priority Claims shall not include (x) any Post-Close Admin Costs, which shall be paid solely from the Creditor Trust Account or any other assets of the Debtor's Estate or (y) any Substantial Contribution Claims.

57. Within thirty (30) days after the Closing Date, the Debtor shall move for entry of an order establishing a bar date for administrative expenses and unsecured priority claims other than fees and expenses of each of the PCO and his counsel and other professionals, the Committee's and the Debtor's counsel, accountants, and other professionals retained pursuant to an order of the Bankruptcy Court, the Office of the United States Trustee, and Epiq (the "Admin/Priority Bar Date"). The Admin/Priority Bar Date shall be forty-five (45) days after entry of an order establishing the Admin/Priority Bar Date or such other date as the Court may order. The Purchaser, the Debtor, and the Committee shall each have ninety (90) days after the Admin/Priority Bar Date to independently object to each filed administrative expense claim and unsecured priority claim. "Reconciliation Period End Date" means the date that is ninety (90) days from the Admin/Priority Bar Date.

58. The process for the payment of Allowed Admin/Priority Claims incurred and unpaid through the Closing Date shall be as follows:

i. Accrued and Unpaid Wages shall be paid on or before the Debtor's next regularly scheduled payroll date.

ii. Allowed Admin/Priority Claims (other than Accrued and Unpaid Wages and amounts set forth in paragraph 59 hereof) may be paid as and when Allowed.

iii. The Debtor, the Committee, and the Purchaser (the "Admin Resolution Parties") shall have the right to settle or otherwise compromise any Admin/Priority Claim by unanimous agreement and shall use reasonable best efforts to resolve disputes regarding Admin/Priority Claims. If any Admin Resolution Party disputes a proposed settlement or other compromise of an Admin/Priority Claim, any other Admin Resolution Party may seek approval of the proposed resolution, after notice and a hearing, upon a showing that such resolution is fair and equitable with respect to the Debtor's Estate and the other Admin Resolution Parties.

iv. The Purchaser, the Committee, and/or the Debtor shall have standing, right, and authority to object to the Allowance of Admin/Priority Claims.

59. The Committee and the Debtor are authorized to pay from the Joint Payment Account the following employee and union claims to the extent Allowed as priority or administrative claims:

i. Allowed unsecured priority claims of the Debtor's former employees who were not hired by the Purchaser for severance pay and/or accrued vacation pay, and any such Allowed Claims shall be paid as soon as practicable after such Allowance; and

ii. All Allowed outstanding accrued and unpaid claims whether accrued pre- or post-petition, of (i) District 1199J Benefit & Pension Funds, (ii) Central

Pension Fund of the International Union of Operating Engineers and Participating Employers, and (iii) any benefits funds maintained by or on behalf of JNESO District Council 1, IUOE, AFL-CIO, for accrued and unpaid employee benefits contributions through the Closing Date (the "Union Benefit Claims"), which shall be paid no later than thirty (30) days after the Closing Date, provided that in no event shall the Union Benefit Claims include any claims for multiemployer pension plan withdrawal liability or for any alleged breach of any collective bargaining agreement, failure to reinstate concessions, comply with an arbitrator's consent award, provide for prepetition salary increases, bargain in good faith regarding effects of closure, or provide notice under the WARN Act or any other similar statute.

60. On the later of the third business day after the Reconciliation Period End Date and the date the Disputed Admin Claim Reserve[7] is determined, there shall be transferred from the Joint Payment Account to the Creditor Trust Account an amount not less than Two Million Nine Hundred Fifty Thousand Dollars ($2,950,000) (the "Tier II Payment") pursuant to paragraphs 60–68 hereof and sections 7 and 8 of the Settlement Agreement. Notwithstanding the preceding sentence, the amount of Cash to be transferred to the Creditors Trust Account from the Joint Payment Account (after giving effect to Backstop Obligations paid into the Joint Payment Account, if any) shall not exceed the amount of funds in that account less the amount of all Allowed Admin/Priority Claims which remain unpaid (to avoid doubt, after giving effect to checks issued but not cleared) and the Disputed Admin Claim Reserve. In the event Purchaser

[7] As defined in the Settlement Agreement, "Disputed Admin Claim Reserve" shall mean a reserve in an amount (i) to be agreed to by the Purchaser, the Committee, and the Debtor for disputed and estimated claims asserted by the holders thereof to be Allowed Admin/Priority Claims (which are payable from the Joint Payment Account and subject to the Backstop, if allowed) or (ii) absent such agreement, to be determined by the Bankruptcy Court.

makes a payment to the Joint Payment Account pursuant to the Backstop Obligations relating to the Tier II Payment and such reserved unresolved administrative and priority claims are ultimately settled for an amount less than that originally reserved, the excess shall be refunded to the Purchaser from the Creditor Trust Account or any other account established to hold the assets of the Debtor's Estate pursuant to a confirmed Plan or otherwise.

61. The Tier II Payment may be but is not required to be paid from the following sources ("Non-Exclusive Tier II Payment Sources"):

i. The proceeds of the Business Interruption Claim shall be deposited in the Joint Payment Account and shall first be used to pay Allowed Admin/Priority Claims as set forth in paragraphs 55–59 hereof and in section 6 of the Settlement Agreement and the balance, if any, shall secure payment of the Tier II Payment;

ii. The proceeds of the EMR Receivable (pursuant to the Authority APA) shall be deposited in the Joint Payment Account and shall first be used to pay Allowed Admin/Priority Claims as set forth in paragraphs 55–59 hereof and in section 6 of the Settlement Agreement, and the balance, if any, shall secure payment of the Tier II Payment;

iii. The proceeds from the return of the Debtors' postpetition security deposit with Public Service Electric and Gas Company or any other postpetition security deposit which comes back to the Debtor (the "PSEG Deposit") shall be deposited in the Joint Payment Account and shall first be used to pay Allowed Admin/Priority Claims as set forth in paragraphs 55–59 hereof and in section 6 of the Settlement Agreement, and the balance, if any, shall secure payment of the Tier II Payment;

iv. The Required Joint Payment Account Deposit shall first be used to pay Allowed Admin/Priority Claims, Debtor's Professionals' Fees up to the amount of $1,008,043.90 (inclusive of unapplied retainers), Accrued and

Unpaid Wages through the Closing Date, and Union Benefit Claims as set forth in paragraphs 55–63 hereof and in sections 6 and 7 of the Settlement Agreement, and the balance, if any, shall secure payment of the Tier II Payment; and

62. In the event there are remaining Allowed Admin/Priority Claims outstanding, and the Purchaser actually receives any amount in clauses 61(i)-(iii), Purchaser shall cause the deposits into the Joint Payment Account required herein and in the Settlement Agreement to be timely made as to the amounts in clauses 61(i)–(iii) only to the extent not necessary to reimburse Purchaser for any payments made pursuant to the Backstop Obligations ("Purchaser's Deposit Obligations").

63. To the extent that the Purchaser pays any portion of the Backstop and there remain disputed and estimated Admin/Priority Claims, the Debtor, the Committee, and any successor thereto agree that such Creditor Trust Backstop Payment shall be held in a segregated subaccount until such time as all reserved Admin/Priority Claims have been resolved.

64. If the excess of (i) the funds remaining in the Joint Payment Account (to avoid doubt, after giving effect to checks issued but not cleared) after subtracting (ii) a reserve to be agreed to by the Purchaser, the Committee, and the Debtor for undisputed and estimated claims asserted to be Allowed Priority/Admin Claims (which are payable from the Joint Payment Account and subject to the Backstop, if allowed) after the Reconciliation Period End Date is not sufficient to pay the Tier II Payment equal to Two Million Nine Hundred Fifty Thousand Dollars

($2,950,000), then on the later of three (3) Business Days after the Reconciliation Period End Date and the date the Disputed Admin Claim Reserve is determined, the Purchaser shall deposit Cash into the Creditor Trust Account equal to the difference between (i) Two Million Nine Hundred Fifty Thousand Dollars ($2,950,000) and (ii) the amount permitted to be transferred, and actually transferred, from the Joint Payment Account into the Creditor Trust Account (the "Creditor Trust Backstop Payment"). The Creditor Trust Backstop Payment shall be made by wire transfer of immediately available funds. "Backstop Obligations" means Purchaser's obligations provided for in paragraphs 64–68 hereof and section 8 of the Settlement Agreement. In the event the Parties dispute the amount of the Disputed Admin Claim Reserve or the amount to be paid by the Purchaser under the terms of this paragraph 64, the Parties shall request that the Court estimate such amount and the Purchaser shall make its payment, if any, in accordance with the Court's estimation and consistent with the terms of the Settlement Agreement and this Order.

65. To the extent any of the Business Interruption Claim, the EMR Receivable, or the PSEG Deposit or any other non-exclusive Tier II payment sources (the "Tier II Sources") are not received by the Authority or the Debtor by the Reconciliation Period End Date and the Purchaser pays any portion of the Creditor Trust Backstop Payment or the Admin Backstop Payment (as defined below), the Purchaser shall be entitled to receive any remaining proceeds of the Tier II Sources (collectively "Backstop Collateral") provided that the Purchaser's right to receive Backstop Collateral will be up to the amount paid by Purchaser, if any, of the Backstop.

66. To the extent that the Debtor's Estate has insufficient Cash to pay all Allowed (i) Accrued and Unpaid Wages, (ii) Union Benefit Claims, and (iii) Allowed Admin/Priority Claims incurred through the Closing Date, as each becomes Allowed, the Purchaser shall pay into the Joint Payment Account an amount sufficient to pay all Allowed Admin/Priority Claims up to the amount of Four Million Dollars ($4,000,000) less any amounts paid by Purchaser into the Creditor Trust Account pursuant to the Creditor Trust Backstop Payment (the "Admin Backstop Payment" and collectively with the Creditor Trust Backstop, the "Backstop" or the "Backstop Obligations"); provided that if the Purchaser receives any Backstop Collateral, then the cap on the Backstop Obligations shall be increased by the amount of Backstop Collateral received. The Purchaser shall not be required to pay more than $4,000,000 in net Backstop Obligations after taking into account the Backstop Collateral received by Purchaser. Such payment shall be made within two (2) business days of Purchaser's receipt of written notice as to the amount of such insufficiency. To avoid doubt, the Admin Backstop shall not be used to pay, among other things, the Post-Close Admin Costs. To avoid doubt, in no event will the total payment of Backstop Obligations by the Purchaser exceed the sum of Four Million Dollars ($4,000,000); provided that if the Purchaser receives any Backstop Collateral, then the cap on the Backstop Obligations shall be increased by the amount of Backstop Collateral received, provided that Purchaser shall not be required to pay more than $4,000,000 in net Backstop Obligations after taking into account the Backstop Collateral received by Purchaser. To avoid doubt, the Debtor's obligation to make the

Tier II Payment shall be capped at the amount remaining in the Joint Payment Account, including the maximum amount of any Backstop Obligations, after payment of all Allowed Admin/Priority Claims.

67. If the Purchaser does not pay when due hereunder and under the Settlement Agreement the Backstop Obligations and/or the Purchaser Deposit Obligations in whole or in part, the Bankruptcy Court shall retain exclusive jurisdiction to resolve all outstanding disputes concerning the Backstop Obligations and/or the Purchaser Deposit Obligations.

68. In addition, if the Bankruptcy Court determines that the Purchaser has breached the Settlement Agreement in connection with any Backstop Obligations and/or the Purchaser Deposit Obligations, then (i) the Purchaser shall be responsible for and shall pay all attorneys' and other fees and expenses incurred by the Committee relating to the enforcement of such unpaid Backstop Obligations and/or the Purchaser Deposit Obligations. If the Bankruptcy Court determines that the Purchaser did not breach any Backstop Obligations and/or the Purchaser Deposit Obligations, then the Purchaser shall be entitled to be reimbursed, from the Creditor Trust Account or any other account maintained by the Debtor or by or on behalf of the Debtor's Estate for all actual and reasonable attorneys' and other fees and expenses incurred by Purchaser in defending the Committee's or the Debtor's claim that Purchaser breached its obligations under the Settlement Agreement. No Entity other than the Committee and the Debtor shall have

standing, right, or authority to enforce the Backstop Obligations and/or the Purchaser Deposit Obligations.

69. On the Release Date, the City, the Authority, the Parking Utility, each of their Related Parties, and the Current Officials are deemed, as of the Release Date, to waive and release any and all Claims that each of them has, had, or may have against the Debtor's Estate, provided, however, that until the earlier of the entry of a Final Order confirming a Plan or substantial consummation of a Plan, the Authority, the City, and the Parking Utility shall each be deemed to be a party-in-interest and continue to have standing in the Bankruptcy Case with respect to all matters, motions, applications, and proceedings that may, in the reasonable discretion and determination of, respectively, the Authority, the City, and/or the Parking Utility, have an impact on any of their respective rights under the Settlement Agreement, the Settlement Injunction, and this Order, and, with respect to all such matters, motions, applications, and proceedings, shall have the right to file pleadings and appear at hearings before the Bankruptcy Court in defense of such rights under the Settlement Agreement, the Settlement Injunction, and this Order, as applicable, in response to, in opposition to, objecting to, and/or as a cross-motion or application to such matters, motions, applications, and proceedings.

70. Neither the Committee nor any other Entity shall prosecute or otherwise assert any Preserved Claim until the occurrence of the Plan Effective Date shall have occurred, unless the failure to assert such Preserved Claim would materially prejudice the Debtor's Estate,

provided, however, that the Committee or such other Entity seeking to assert a Preserved Claim prior to the Plan Effective Date will, to the extent feasible, provide the Parties ten (10) Business Days' written notice thereof.

71. The Committee and any liquidating trustee or other successor to the Debtor's Estate or representative thereof shall have leave, standing, and authority to commence, prosecute, and settle any and all causes of action and Claims on behalf of the Debtor's Estate (the "Estate Claims"), provided, however, that the Estate Claims shall exclude (v) the Business Interruption Claim, the EMR Receivable, and the PSEG Deposit, (w) any claim or account sold to the Purchaser, provided that the Preserved Claims shall not be sold, assigned, or otherwise transferred to the Purchaser, (x) any Claims released by the Committee pursuant to the Settlement Agreement and/or this Order, (y) any Covered Claims against any of the Covered Parties, and (z) any other claims released and/or enjoined by this Order, and the Debtor shall retain standing to commence, prosecute, and settle Estate Claims for which the Committee or its counsel are conflicted.

72. Effective as of the Closing Date, the Debtor and the Committee shall have the exclusive right to file a joint Plan pursuant to section 1121 of the Bankruptcy Code. No Entity may file or seek to confirm any Plan, and no order may be entered confirming any Plan that conflicts with, derogates from, or is otherwise inconsistent with the provisions of the Settlement Agreement, the Settlement Injunction, the Settlement Release, the Authority APA, the Debtor

APA, or the terms of this Order. None of the rights contained and approved in the Settlement Agreement, the Settlement Injunction, the Settlement Release, the Authority APA, the Debtor APA, or the terms of this Order shall be in any way abridged, amended, avoided, extended, impaired, modified, restated, restructured, or revised, in whole or in part, as part of any proposed Plan or any order confirming a Plan.

73. Notwithstanding anything to the contrary herein or in the Settlement Agreement, to the extent any of the terms (including, without limitation, conditions) contained in the Settlement Agreement conflict with or are otherwise inconsistent in any respect with any other agreement, contract, or other document executed by any one or more of the Authority, the City, the Debtor, and/or the Purchaser, and/or any order previously or hereafter entered by the Bankruptcy Court, the terms contained in the Authority APA and Debtor APA, and then this Order, shall control for all purposes (including, without limitation, any conflict or inconsistency with the Settlement Agreement and/or this Order), provided, however, that notwithstanding anything to the contrary herein or in the Settlement Agreement, the Parking Agreement (with the Parking Concessions therein) shall be controlling with respect to the issues addressed therein as between and among the Purchaser, the City, and the Parking Utility. The Settlement Agreement shall be deemed to amend, modify, and supersede that certain Settlement Agreement dated August 23, 2011 entered into by the Authority, the Debtor and the City (the "August 23 Settlement Agreement") and to the extent that the Settlement Agreement conflicts with any other

provision of the August 23 Settlement Agreement, the Settlement Agreement shall control. Further, nothing contained in any Plan or any order entered in the Bankruptcy Case shall modify, release, discharge, impair, extend, restate, restructure, conflict with, or otherwise be inconsistent with the provisions of the Settlement Agreement, the Debtor APA, the Authority APA, or this Order.

74. From and after the date of the Settlement Agreement until the Closing Date, the Debtor shall, upon reasonable advance notice, afford to the Purchaser and its employees, professionals, and consultants reasonable access during normal business hours to the Hospital and all records pertaining to the Hospital or the Debtor's operation of the Hospital. The Purchaser shall not exercise its rights to access in any manner that unreasonably interferes with the Debtor's operation of the Hospital.

75. The Purchaser shall permit the Debtor, the Authority, the Committee, and their respective professionals access to the Business Records in the control of the Purchaser for the purposes of pursuing any Preserved Claims, preparing or filing tax returns or responding to audits, winding up the affairs of the Debtor or the Authority, closing the Bankruptcy Case, satisfying other legal requirements, or prosecuting or defending third-party claims. The Purchaser shall not dispose of or destroy any of the transferred Business Records before the second anniversary of the Closing Date and will provide Seller with notice before doing so thereafter through the sixth anniversary of the Closing Date.

76. Each Entity (including but not limited to the members of the Committee and any professionals retained by the Committee or any of its members) entitled to the benefits of a Release pursuant to the Settlement Agreement is prohibited from seeking a claim for substantial contribution under Section 503 of the Bankruptcy Code.

77. Nothing contained in the Settlement Agreement shall confer any rights or remedies under or by reason of the Settlement Agreement on any Entity other than the Parties and the Covered Parties, nor shall anything in the Settlement Agreement relieve or discharge the obligation or liability of any third party to any Party to the Settlement Agreement. For the avoidance of doubt, each of the Covered Parties and each of the Committee Parties is intended to be, and shall be, a third-party beneficiary under the Settlement Agreement.

78. No modification or amendment of the Settlement Agreement shall be binding unless executed in writing by each of the Parties or their respective successors in interest or assigns. No waiver of any of the provisions of the Settlement Agreement shall be deemed or constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

79. Pursuant to the Authority APA, the Bonds shall be fully defeased and satisfied at the Closing. Upon the later to occur of the Release Date and defeasance of the Bonds pursuant

to the Authority APA, the Bonds shall be deemed to be fully satisfied and not subject to recovery, avoidance, or clawback on any theory.

80. Neither the Bondholders nor the Bond Trustee or any other Entity claiming by or through them[8] shall at any time have any right, title, interest, or claim in or to any of the assets purchased pursuant to the Debtor APA, any funds in the Creditor Trust Account or the Joint Payment Account, or any payments required to be made pursuant to the Backstop.

81. On the Release Date, in exchange for the consideration given by the Authority, the City, and the Parking Utility to the Debtor pursuant to the Settlement Agreement, the Debtor shall be deemed forever to have unconditionally waived and released any and all Claims (as that term is defined in the Settlement Agreement) against any and all of the Current Officials.

82. On the Release Date, the City, the Authority, the Parking Utility, each of their Related Parties[9], and the Current Officials[10] are deemed, as of the Release Date, to waive and

[8] For the avoidance of doubt, this provision clarifies the intent of paragraph 9(iii) of the Settlement Agreement.

[9] As defined in the Settlement Agreement, "Related Parties" shall mean, with respect to any Entity, (i) any and all current or former parents, subsidiaries, affiliates, designees, predecessors in interest, successors in interest, and assigns of such Entity, (ii) any and all current or former directors, officers, commissioners, equity security holders, agents, representatives, counsel, accountants and/or other professionals, and employees of such Entity or any of its current or former parents, subsidiaries, affiliates, designees, predecessors in interest, successors in interest, and assigns, and (iii) any other Entity that claims or might claim through, on behalf of, or for the benefit of any of the foregoing provided that no Non-Covered Party shall be a Related Party. For ease of reference, Related Parties of Purchaser shall include but not be limited to MPT Operating Partnership, L.P. and its affiliates.

[10] As defined in the Settlement Agreement, "Current Officials" shall include (i) each of the current commissioners and officers of the Authority (in their capacities as such) including the following individuals: Alfred Fayemi, Joseph Kozel, Eric Kurta, Jonathan Metsch, Steven Rofsky, Annette Tomarazzo, Catherine M. Williams, Norman E. Wilson, George Crimmins, Tejal Desai, and Mayor Dawn Zimmer; and (ii) each of the current directors and officers of the Debtor (in their capacities as such) including the following individuals: Linda Barrientos, Lior Blik, Joseph

release any and all Claims that each of them has, had, or may have against the Debtor's Estate, provided, however, that until the earlier of the entry of a Final Order confirming a Plan or substantial consummation of a Plan, the Authority, the City, and the Parking Utility shall each be deemed to be a party-in-interest and continue to have standing in the Bankruptcy Case with respect to all matters, motions, applications, and proceedings that may, in the reasonable discretion and determination of, respectively, the Authority, the City, and/or the Parking Utility, have an impact on any of their respective rights under the Settlement Agreement, the Settlement Injunction, and this Order, and, with respect to all such matters, motions, applications, and proceedings, shall have the right to file pleadings and appear at hearings before the Bankruptcy Court in defense of such rights under the Settlement Agreement, the Settlement Injunction, and this Order, as applicable, in response to, in opposition to, objecting to, and/or as a cross-motion or application to such matters, motions, applications, and proceedings. Notwithstanding the foregoing, to the extent the Debtor has been required under the City Lease and the Parking Utility Lease (or some other agreement) to provide general liability, premises liability, or property damage insurance for the benefit of the City and/or the Parking Utility and/or any of their respective Related Parties, nothing in the Settlement Agreement, the Settlement Injunction, the Debtor APA, or this Order shall, in any way, impair the rights and claims, in whole or in part,

Burt, Erin Byron, Angelo Caprio, Yleana Contreras, James Doyle, Marie Duffy, Frank Magaletta, Albert Porco, Joan Quigley, Ellen Refowitz, and Vincent Riccitelli, but shall not include any Non-Covered Party.

of, as applicable, the City, the Parking Utility, and their respective Related Parties under such insurance policies, provided, however, that nothing in this sentence shall be deemed to give rise to a monetary claim by the City and/or the Parking Utility and/or any of their respective Related Parties against the Debtor's Estate.

83. On the Release Date, in exchange for the consideration provided pursuant to the terms of the Settlement Agreement, the Debtor APA, and the Authority APA by the Authority, the City, the Parking Utility, and the Purchaser on behalf of themselves and their respective Related Parties, the Debtor, for itself and on behalf of the Debtor's Estate (including, without limitation, any predecessor or successor to or assign or designee of the Debtor or any estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code) or anyone that claims or might claim through, on behalf of, or for the benefit of any of the foregoing (collectively the "Debtor Releasors") shall be deemed forever to have irrevocably released and discharged the Covered Parties[11] from any and all Covered Claims[12] (excluding, for

[11] As defined in the Settlement Agreement, "Covered Parties" shall mean the Authority, the City, the Debtor, the Parking Utility, the Purchaser, (and in their capacity as such the bond trustee, any and all current, former, or future bondholders under the Authority's existing indenture), and any and all of their respective Related Parties or any properties or assets of the aforementioned parties, provided, however, that under no circumstances shall any Non-Covered Party or any Former Professional be a Covered Party. For the avoidance of doubt, all of the Current Officials shall be Covered Parties.

[12] As defined in the Settlement Agreement, "Covered Claims" shall mean any and all Claims, Liens, and Chapter 5 Actions, whether known or unknown, against, with respect to, arising out of, in connection with, or in any way relating to the Debtor, any of the Debtor's property or rights, the Agreements, the operation, management and financial affairs of the Hospital, or the Bankruptcy Case on or prior to the Closing, provided that Covered Claims shall not include any (i) Chapter 5 Actions against members of the Committee or (ii) Preserved Claims.

the avoidance of doubt, any obligations of the Parties under the Settlement Agreement and/or this Order) that the Debtor Releasors may have against any of the Covered Parties.

84. All Entities, including their respective Related Parties, who have held, hold, or may hold any Covered Claims shall be deemed to have unconditionally waived, discharged, and released the Covered Parties from such Covered Claims and from any and all Claims and Liens arising from, related to, or based on any Covered Claims, provided, however, except as otherwise expressly provided in the Settlement Agreement and/or this Order, that nothing in this paragraph 84 or in section 11(b) of the Settlement Agreement shall preclude any Entity from asserting a claim against the Debtor in the Bankruptcy Case or receiving a distribution under any Plan (the "Settlement Release").

85. All Entities and their respective Related Parties are permanently barred, estopped, enjoined, and precluded from (i) asserting Covered Claims against the Covered Parties or any properties or assets of the Covered Parties and (ii) with respect to any Covered Claims, (a) asserting, commencing, or continuing in any manner any action against the Covered Parties or against any assets or properties of the Covered Parties; (b) enforcing, attaching, collecting, or recovering, by any manner or means, any judgment, award, decree, or order against the Covered Parties or any properties or assets of the Covered Parties; (c) creating, perfecting, or enforcing any Lien of any kind against the Covered Parties or against any assets or properties of the Covered Parties; (d) asserting

any setoff, right of subrogation, or recoupment of any kind against any obligation due the Covered Parties; and (e) taking any action, in any manner, in any place, venue, or forum whatsoever, that does not conform to or comply with the provisions of the Settlement Agreement or this Order, provided, however, except as otherwise expressly provided in the Settlement Agreement, that nothing in this paragraph 85 or in section 11(c) of the Settlement Agreement shall preclude any Entity from asserting a claim against the Debtor in the Bankruptcy Case or receiving a distribution under any Plan (the "Settlement Injunction"), provided further that (x) the Settlement Injunction shall not apply to or in any way impair or limit the City or any Related Parties of the City that have regulatory and/or police powers governing the operations of the Hospital or the Hospital facility from exercising and enforcing such powers with respect to matters that have or may have arisen before or after the Closing and (y) to the extent the Debtor has been required under the City Lease and the Parking Utility Lease (or some other agreement) to provide general liability, premises liability or property damages insurance for the benefit of the City and/or the Parking Utility and/or any of their respective Related Parties, nothing in the Settlement Agreement, the Settlement Injunction, the Debtor APA, or this Order shall, in any way, impair the rights and claims, in whole or in part, of, as applicable, the City, the Parking Utility and their respective Related Parties under such insurance policies as were provided by the Debtor.

86. Claims, if any, that could be asserted against any of the Former Officials[13] by the Debtor, the Committee, or any other Entity derivatively on behalf of the Debtor, or directly by the Committee or any creditor of the Debtor, related to or arising out of such Former Officials' capacity as Former Officials (the "Former Official Claims"), shall be limited to and recoverable solely from the available proceeds, if any, of applicable D&O Policies (as defined below), if any, and shall not be recoverable from any personal or business assets of any of the Former Officials. If any judgment is entered against any of the Former Officials in connection with any Former Official Claim, such judgment shall not attach to or be docketed as a lien against any personal or real property owned by any of the Former Officials, whether individually or with others, and must expressly state on its face that it is subject to the limitations on enforcement set forth in the Settlement Agreement and in this Order and is not a lien on any property of the Former Officials and cannot be enforced against any personal or real property of the Former Officials, other than insurance proceeds as set forth herein. The restrictions and limitations set forth in this paragraph shall apply notwithstanding any denial of or defense to coverage or payment asserted by any applicable insurance carrier. To the extent that a Former Official Claim is asserted for which a Former Official is permitted, notwithstanding the Settlement Release,

[13] As defined in the Settlement Agreement, "Former Officials" shall mean any director or officer of the Debtor that is not a Current Official or any commissioner or officer of the Authority that is not a Current Official.

the Settlement Injunction, Plan Release, and Plan Injunction, to pursue a right of reimbursement, contribution, indemnification, or otherwise against any Covered Party, such Former Official Claim shall immediately be dismissed. Further, if any D&O Carrier disclaims or denies coverage under a D&O Policy, alleging, among other things, (i) any defense to coverage or payment which such D&O Carrier claims or may claim under the D&O Policy by reason of any provision of this paragraph 86 or any provision of section 11 of the Settlement Agreement or (ii) other defenses to coverage which such D&O Carrier may raise as a result of alleged non-compliance with, or alleged breach of, the terms, conditions, obligations or limitations of the D&O Policy arising as a result of the provisions of this paragraph 86 or of section 11 of the Settlement Agreement, such provisions shall be deemed void and of no further effect as to the affected Former Official, but solely to the extent necessary to avoid such a disclaimer or denial of coverage and only to the extent that, as a result of such provision being deemed null and void and of no effect, coverage is not disclaimed or denied and is, in fact, available to the extent it otherwise would be available but for the provisions of this paragraph 86 or of section 11 of the Settlement Agreement. In the event that a D&O Carrier (as defined below) disputes or disclaims coverage or refuses to fund a settlement or judgment (which judgment must be subject to the limitations set forth above), and the Former Officials do not exercise their rights to payment and/or to seek a determination as to coverage under the applicable D&O Policies

(a "Coverage Determination"), the Former Officials will assign, without recourse, warranty, or representation, any and all rights under such D&O Policies to obtain coverage and receive payment to the Debtor's Estate or any liquidating trustee (a "Liquidating Trustee") appointed pursuant to a confirmed Plan (such assignee is the "Assignee"). In such event, the Former Officials will execute any and all documents, prepared at the expense of the Assignee, reasonably necessary to effectuate such assignment without recourse and allow the Assignee to pursue any such coverage claims and/or payment, and will utilize reasonable best efforts to cooperate with the Assignee to obtain a Coverage Determination or to compel the D&O Carriers to fund a settlement. Nothing in this paragraph 86 or in section 11 of the Settlement Agreement is intended to modify any terms of the D&O Policies or the obligations of the Former Officials and the D&O Carriers thereunder; all rights and defenses of the Former Officials and the D&O Carriers with respect to the D&O Policies in accordance herewith are hereby expressly preserved. Other than in connection with the execution of the assignment documents, nothing herein shall obligate a Former Official to incur any costs or expend any money in connection with a Coverage Determination other than *de minimis* expenses incurred in connection with the obligation to cooperate as set forth herein. If (a) any D&O Carrier commences an action against the Former Officials seeking a Coverage Determination, the defense of which cannot be taken over by an Assignee or (b) the assignment contemplated

hereunder is declared to be null and void or invalid by a Final Order, the Former Officials shall proceed to defend or prosecute, as the case may be, any such action seeking a Coverage Determination. In such event, (x) all reasonable expenses incurred by the Former Officials in defending or prosecuting an action seeking a Coverage Determination, including but not limited to reasonable attorneys' fees and costs, shall be paid by the Assignee, (y) the Assignee shall be entitled to choose counsel for the Former Officials subject to the consent of the Former Officials, which consent shall not be unreasonably withheld, and (z) the Former Officials shall utilize their reasonable best efforts in assisting in any such action seeking a Coverage Determination and any settlement thereof shall be subject to the written consent of the Assignee, which consent shall not be unreasonably withheld, and (z) the Former Officials shall utilize their reasonable best efforts in assisting in any such action seeking a Coverage Determination of any settlement thereof shall be subject to the written consent of the Assignee, which consent shall not be unreasonably withheld. No payment or expense pursuant to this paragraph 86 or section 11 of the Settlement Agreement shall be payable from the Backstop or otherwise affect calculation of the Backstop.

87. If any Entity asserts any Covered Claim against any third party (a "Third-Party Claim") and such third party in turn is permitted, notwithstanding the Settlement Release, the Settlement Injunction, the Plan Release, and the Plan Injunction, to pursue

against any Covered Party any Covered Claim (including but not limited to claims for reimbursement, contribution, indemnification, or otherwise) arising from such Third-Party Claim, (i) such Third-Party Claim shall be deemed void *ab initio* and dismissed by the Bankruptcy Court, which shall retain exclusive jurisdiction over the issue; and (ii) the Debtor's Estate shall indemnify the affected Covered Party and hold them harmless against, and shall reimburse all expenses incurred in defending against such Covered Claim (including but not limited to actual and reasonable attorneys' fees and costs) to the extent the Covered Claim and the Covered Party are not otherwise covered by insurance, provided, however, that no such indemnity or reimbursement pursuant to this paragraph 87 or section 11(e) of the Settlement Agreement shall be payable from the Backstop or otherwise affect calculation of the Backstop, provided further that the Covered Party shall be defended by counsel selected by counsel to the Committee or any successor to the Debtor's Estate, subject to the consent of the Covered Party.

88. The City, the Authority, the Parking Utility, the Debtor, and the other Debtor Releasors and each of their respective agents, representatives, and professionals, and the Current Officials are deemed to waive and release any and all Covered Claims (other than claims for fraud, gross negligence, or willful misconduct) each such Entity has, had, or may have against the Committee, the members of the Committee (solely in their capacity as members of the

Committee), and professionals retained by the Committee pursuant to an order of the Bankruptcy Court.

89. The Committee and its members (solely in their capacity as members of the Committee) and each of their respective Related Parties are deemed to waive and release (i) any and all Covered Claims against the Covered Parties, (ii) any and all Covered Claims against the Current Officials, and (iii) any and all Covered Claims against the Former Officials in excess of available proceeds, if any, of any applicable insurance policies.

90. No Plan shall be confirmed unless such Plan includes (i) injunctive provisions (the "Plan Injunction") fully identical in form and substance to the Settlement Injunction and any additional injunction provisions provided for herein and (ii) releases (the "Plan Release") fully identical in form and substance to the Settlement Release and any additional releases provided for herein and in the Debtor APA or the Authority APA.

91. Any Entity that asserts that such Entity or any Claim of such Entity is not subject to the Settlement Injunction, the Settlement Release, the Plan Injunction, the Plan Release, or any other releases or injunctions set forth in the Sale and Settlement Order shall not be entitled to receive any distribution from the Debtor's estate or any successor thereto, whether under the Plan or otherwise.

92. The Parties shall each use best efforts to cooperate with respect to the enforcement of the Settlement Injunction, the Settlement Release, the Plan Injunction, the Plan

Release, and any other injunctions and/or releases provided for in the Sale and Settlement Order. The Debtor, the Committee, and any successor to the Debtor's Estate shall not prosecute or assert any Covered Claim against any Covered Party at any time, and shall immediately, upon demand by any Covered Party, dismiss with prejudice any such Covered Claim.

93. Anything to the contrary notwithstanding in the Settlement Agreement, the Authority APA, or the Debtor APA (or in any other document or Order of the Bankruptcy Court):

i. Each of the Debtor and the Authority shall fully retain all of and shall not directly or indirectly sell or otherwise transfer any of their respective right, title, and interest in and to and right to make claims under any "Directors and Officers" and other fiduciary liability insurance polices, including, without limitation, the ACE Municipal Advantage Public Entity Liability Policy issued by ACE American Insurance Company, policy number EON G21680801 005 (the "ACE Policy") and the Not-for-Profit Protector policy issued by National Union Fire Insurance Company of Pittsburgh, Pa., policy number 01-499-90-02 (the "Chartis Policy" and collectively with the ACE Policy, the "D&O Policies" and the insurers thereunder, the "D&O Carriers"). The premium on the ACE Policy has been paid through October 24, 2012. The premium on the Chartis Policy has been paid through October 31, 2011. Any renewal premium beyond these periods for the D&O Policies shall be paid from the Creditor Trust Account.

ii. The Debtor and the Debtor's Estate shall fully retain, shall not directly or indirectly sell or otherwise transfer, and shall preserve and reserve all of their respective right, title, and interest in and to Preserved Claims[14], if any, that

[14] As defined in the Settlement Agreement, "Preserved Claims" shall mean any and all Claims that are not (i) Covered Claims against Covered Parties or (ii) any other Claims that are released or enjoined pursuant to this Order. For the avoidance of doubt, Preserved Claims shall include all (x) Claims against Former Officials, subject to section 11(d) of the Settlement Agreement, (y) all Claims against Former Professionals, subject to section 11(d) of the Settlement Agreement, and (z) all Chapter 5 Actions against Non-Covered Parties.

constitute Chapter 5 Actions[15], provided, however, that (1) nothing herein or in the Settlement Agreement shall affect any settlement the Debtor has entered into with any Entity prior to the execution of the Settlement Agreement, (2) nothing herein or in the Settlement Agreement shall preclude the Debtor from entering into a settlement with any Entity, after consultation with the Committee, whereby any such Claims are waived or compromised, (3) no such Claims shall be preserved against any Covered Parties, and (4) nothing herein or in the Settlement Agreement shall preclude the assumption and assignment of executory contracts or unexpired leases and any settlements reached in connection therewith.

iii. The Committee, on behalf of the Debtor's Estate, or any successor to the Debtor's Estate shall have the right and standing to assert, prosecute, settle and enforce Preserved Claims and any judgment with respect to the Preserved Claims, provided that, with respect to the Claims against any Former Officials the Preserved Claims shall be limited to (i) claims covered by applicable D&O Policies and/or fiduciary liability insurance policies and (ii) recovery on such Claims shall be limited to the proceeds of such policies. If a coverage dispute arises, the applicable director or officer may assign to the Committee and the Committee shall accept such director's or officer's rights and claims against the carrier under the applicable policy.

94. Notwithstanding anything in the Debtor APA or the Authority APA to the contrary, the Purchaser shall not be required to close under the Debtor APA or the Authority APA unless the Purchaser is satisfied, in its sole discretion, that the Tier I Payment and the Required Joint Payment Account Deposit will be timely made, such that the Release Date will timely occur.

95. The failure to specifically include any particular provision of the Settlement Agreement (including but not limited to any provision of the Settlement Agreement that provides

[15] As defined in the Settlement Agreement, "Chapter 5 Actions" shall mean any and all Claims arising under chapter 5 of the Bankruptcy Code and any and all fraudulent conveyance or transfer Claims that, in either instance, could be brought by the Debtor under state or federal law.

that such provision shall be included in this Order) or the Debtor APA in this Order shall not diminish or impair the efficacy of such provision, it being the intent of this Court that the Settlement Agreement and the Debtor APA and each and every provision, term, and condition thereof be authorized and approved in their entirety and incorporated in this Order as if fully set forth herein.

96. The Settlement Agreement, the Debtor APA, and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, in a writing signed by all parties thereto, and in accordance with the terms thereof, without further order of this Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on Debtor's estate.

97. As provided by Bankruptcy Rules 6004(h), 6006(d), and 7062, this Order shall be effective immediately upon its entry, and the sale approved by this Order may close immediately upon its entry, notwithstanding any otherwise applicable waiting periods.

98. The provisions of this Order are non-severable and mutually dependent.

99. A true copy of this Order (exclusive of Exhibits other than the Settlement Agreement) shall be served on all parties-in-interest by regular, first-class mail within ten (10) days of the date hereof.

100. The Debtor is further authorized to publish notice of this Order in a newspaper of general circulation in Hudson County within ten (10) days of the date hereof, which notice shall constitute sufficient notice of this Order to the Debtor's unknown creditors (if any).

101. This Order, the Settlement Agreement, and the Debtor APA shall be binding upon, and shall inure to the benefit of, the Debtor, its estate, the Committee, the Purchaser, and their respective successors-in-interest and assigns, including, without limitation, any chapter 7 or chapter 11 trustee hereinafter appointed in this or any other proceeding commenced under the Bankruptcy Code by or against Debtor.

102. This Court shall retain exclusive jurisdiction to enforce the provisions of this Order, the Settlement Agreement, and the Debtor APA and to resolve any issue or dispute concerning the interpretation, implementation, or enforcement of this Order, the Settlement Agreement, and the Debtor APA, or the rights and duties of the parties hereunder or thereunder, including, without limitation, any issue of dispute concerning the transfer of the Purchased Assets free and clear of Encumbrances.

103. Public Service Electric and Gas Company ("PSE&G") hereby withdraws its objection to the Motions [Docket No. 217]. PSE&G reserves all rights and remedies with respect to the cure amount of $0 and Designated Contract No. 1014.3449C, entitled "PSE&G Grant," and to clarify that both the (i) PSE&G Hospital Efficiency Program Existing Facilities –

Customer Agreement and (ii) Form of Customer Reimbursement Agreement for Energy Efficiency Upgrades are included in "PSE&G Grant."

104. National Medical Care, Inc. d/b/a New Jersey Mobile Acute Dialysis ("New Jersey Mobile Acute") hereby withdraws its limited objection to the Sale Motion [Docket No. 125]. The Debtor acknowledges that it is the counter-party, and is liable for all obligations arising under, the Acute Dialysis and Therapeutic Services Agreement (as amended from time to time) with New Jersey Mobile Acute. The cure amount due under that Agreement includes $493,360.10 in pre-petition defaults under the Agreement, plus sums that are and will become due under the Agreement from and after the Petition Date.

105. Healthcare Quality Strategies, Inc. ("Healthcare Quality") hereby withdraws its limited objection [Docket No. 138]. Healthcare Quality's cure amount shall be increased from $27,615.00 to $34,984.26.

106. Quadramed Corporation ("Quadramed") withdraws its limited objection to the Sale Motion [Docket No. 143]. As a condition to Quadramed's withdrawal of its objection, Quadramed shall reduce its cure amount to $360,000, payable by Purchaser (and not the Debtor) in equal monthly installments of $20,000 over 18 months. In exchange, the Debtor and its estate have agreed to waive all Chapter 5 Actions against Quadramed. In addition, Quadramed shall have an allowed general unsecured claim against the Debtor in the amount of $200,000 and the Quadramed contract shall be an Assigned Contract.

107. Medsphere Systems Corp. ("Medsphere") withdraws its objection [Docket No. 144], and consents to the relief sought in the Motions. As a condition to Medsphere's withdrawal of its objection, (a) the Medsphere Agreement is hereby moved from Designated Contracts list to Assigned Contracts list and (b) upon assumption of the Medsphere Agreement, Purchaser will be responsible for the go-forward terms of the agreement, including, without limitation, the obligation to pay Medsphere the Performance Fee of 25% of the Rebate Payment. In return, Medsphere hereby agrees to waive any and all claims with respect to the cure amount.

108. On Assignment, Inc. ("On Assignment") withdraws its objection to the Sale Motion [inadvertently attached to Docket No. 146]. On Assignment's cure amount shall be increased from $0 to $13,220.50, and the contract remains on the Designated Contracts list.

109. Express Scripts, Inc. ("ESI") withdraws its objections to the Motions [Docket Nos. 193 & 194] and consents to the relief sought in the Motions. As a condition to withdrawal of ESI's objections, Debtor shall, upon entry of this Order, assume that certain Revised Form Agreement (the "Group Agreement"), effective as of January 1, 2010, pursuant to which ESI agreed to provide certain pharmacy benefit management services under the Pharmacy Benefits Management Umbrella Agreement, dated effective January 1, 2005. In connection with the assumption of the Group Agreement and the resolution of ESI's objections, ESI shall receive an allowed general unsecured claim in the compromised amount of $540,000 and the Debtor shall pay ESI a reduced cure amount of $100,000 at Closing. Debtor shall remain current on its

postpetition obligations under the Group Agreement through the date of Closing and ESI shall have an allowed administrative expense claim in the amount of Debtor's postpetition obligations under the Group Agreement. Except for ESI's allowed general unsecured claim and administrative claims set forth hereunder, upon Closing, Authority, City, ESI and the Debtor, on behalf of itself and its bankruptcy estate, shall exchange full and complete mutual releases of all claims and causes of action arising under or related to the Group Agreement, including, but not limited to, all causes of action under chapter 5 of the Bankruptcy Code. In the event that the Sale Order is not entered by the Court or the Closing does not occur, then all obligations of the parties set forth in this paragraph, other than ESI's allowed administrative expense claims, shall be null and void and this paragraph 109 of the Sale Order shall not be cited, referred to, or relied upon as evidential as to the rights, claims and defenses of ESI, Authority, City or the Debtor.

110. Hoboken Physician Associates, LLC ("HPA") hereby withdraws its objection to the Motions [Docket Nos. 172] and consents to the relief sought in the Motions. As a condition to HPA's withdrawal of its objection, HPA shall reduce its cure amount to $100,000, which amount shall be paid on or before three (3) Business Days before the Closing Date, consistent with the Court's prior order dated August 3, 2011 that, among other things, authorized the Debtor to pay the Debtor's prepetition obligations to HPA. HPA hereby waives any and all prepetition claims against the Debtor and its estate, as well as any rejection damages it may have under any contract, including the Hospitalist Services Agreement. Although HPA has agreed to waive the

above-referenced claims, HPA expressly reserves all defenses it may have with respect to any chapter 5 avoidance actions.

111. Sunquest Information Systems, Inc. f/k/a MISYS Healthcare Systems ("Sunquest") withdraws its limited objection to the Sale Motion [Docket No. 188]. Sunquest hereby agrees to reduce its claim with respect to any cure amount from $64,315.50 to $50,000.00.

112. Siemens Medical Solutions USA, Inc. ("Siemens") withdraws its limited objection to the Sale Motion [Docket No. 155]. Siemens's cure amount with respect to lease agreement no. 151-0001835-000 shall be increased from $0 to $4,163.93, and the contract remains on the Designated Contracts list.

113. New Jersey Hospital Association ("NJHA") withdraws its informal objection to the Sale Motion based on mutual agreement between Debtor and Purchaser to move contract (9E-1016.2999E) from Assumed to Designated Contracts list.

114. Pre-Billing Consultants, Inc. ("Pre-Billing") hereby withdraws its objection to the Motions [Docket Nos. 173] and consents to the relief sought in the Motions. As a condition to Pre-Billing's withdrawal of its objection, the coding contract and billing contract will remain on the Designated Contracts list with cure amounts of $32,162 and $14,633.96, respectively. In the event either or both contracts are rejected, Pre-Billing reserves all rights claims and defenses including its post petition administrative claim(s) for any unpaid post petition balance.

115. Network Infrastructure Technologies ("NIT") withdraws its informal objection to the Sale Motion based on mutual agreement between Debtor and Purchaser to move contract (1014.3121), as amended by agreement, from the Designated Contracts list to the Assigned Contracts list. In return, NIT hereby agrees to waive any and all claims with respect to the cure amount.

116. The objections relating to cure amount filed by Our Lady of Grace and St. Joseph Church [Docket No. 147]; Waste Management [Docket No. 216]; and PSE&G [Docket No. 217] shall be scheduled for hearing on November 10, 2011 at 10:00 a.m. (Prevailing Eastern Time).

117. Sodexo Operations LLC and The Wood Company ("Sodexo") hereby withdraws its limited objection to the Sale Motion [Docket No. 191]. As a condition to its withdrawal of its objection, the Sodexo Service Agreement is hereby moved from the Designated Contracts list to the Assigned Contracts list, as modified between Purchaser and Sodexo (to be agreed upon between Sodexo and Purchaser). Sodexo shall have a general unsecured claim against the Debtor in the amount not to exceed $1,662,788.44, inclusive of its late charges, which claim shall be subject to review in the claims process for identification of invoices that are incorrect and/or paid, provided however, that such claim shall be subject to reduction for invoices payable as an administrative claim pursuant to 503(b)(9). The allowance process for this claim shall be in accordance with all other general unsecured claims in this case. Sodexo shall also retain any 503(b)(9) or post-petition administrative claim it has, upon the filing of such a claim, which

claim shall also be subject to the claims review process. The Debtor and estate agree to waive all causes of action under chapter 5 of the Bankruptcy Code against Sodexo. In return, Sodexo hereby agrees to waive any and all claims with respect to the cure amount from the Debtor or the estate at the time of assumption.

118. The *Stipulation Between and Among (A) Hudson Healthcare, Inc., (B) Apollo Health Street, Inc., (C) HUMC Holdco, LLC and HUMC Opco, LLC, and (D) Hoboken Municipal Hospital Authority, Resolving Certain Claims and Providing for the Assumption and Assignment of Certain Contracts* is approved in full.

119. The *Stipulation and Order Allowing Certain Claims of District 1199J NJ Benefit Fund and District 1199J Pension Fund Settlement* is approved in full.

120. The *Notice of Motion in Support of Entry of an Order (i) Determining that the Automatic Stay Does Not Preclude the Union and Pension Fund from Proceeding with Arbitration and Grievance Relating to the Debtor's Unilateral Withdrawal from the Pension Fund in Violation of the Collective Bargaining Agreement, (ii) and/or in the Alternative Relief from the Automatic Stay to Extent Necessary To Allow the Union and Pension Fund To Continue its Arbitration Under the Collective Bargaining Agreement To Determine the Debtor's Withdrawal from the Pension Fund Was a Violation of the CBA and Improper and, (iii) To Allow all any Other Arbitrations To Continue as Same Are Not Subject to the Automatic Stay, and (iv)*

Such Other Relief as the Court Deems Just and Equitable [Docket No. 80], filed on August 19, 2011 is deemed withdrawn with prejudice as of the Closing Date.

121. Capco Financial Corporation, assignee of SRD Fiore, Inc. d/b/a SRD Laundry Service (in its capacity as assignee, "Capco"), hereby withdraws with prejudice its objection to the Motions [Docket No. 271] and agrees to be bound hereby. Capco shall withdraw with prejudice any notices of intent to sue that it has issued and/or filed with respect to the Hoboken Municipal Hospital Authority and/or the City of Hoboken. To the extent that Capco has not filed a proof of claim against the Debtor, or has filed but withdrawn a proof of claim, Capco shall be permitted to file a proof of claim on or before the general bar date of November 29, 2011 established in this Bankruptcy Case, and the Debtor shall not challenge (i) Capco's standing to file such proof of claim or (ii) that SRD Fiore, Inc. d/b/a SRD Laundry Service Inc., as assignor to Capco, is a contract counterparty with the Debtor.

122. Upon reconciliation of the alleged claim of North Hudson Sewerage Authority ("NHSA"), the amount thereof (the "NHSA Claim") shall be satisfied at the Closing from the closing proceeds of the Authority Sale, without prejudice to the rights, if any, that NHSA may have against the Authority with respect to the NHSA Claim. In the event the reconciled NHSA Claim is not paid in full at the Closing, no provision of this Order or of the Settlement Agreement shall limit NHSA's right to seek collection of the NHSA Claim from the Authority.

123. Any and all claims of University of Medicine and Dentistry of New Jersey-New Jersey Medical Center ("UMDNJ") against the Debtor and its estate (the "UMDNJ Claims") and UMDNJ-NJMS's objection to the Settlement Motion and Sale Motion [Docket No. 201] (the "UMDNJ Objection") are resolved as set forth in this paragraph. Upon the entry of this Order and the Closing, (i) UMDNJ shall waive, and is hereby deemed to have waived upon such Closing, (a) the UMDNJ Objection and (b) the UMDNJ Claims against the Debtor, its estate, and the Authority and (ii) the Debtor, its estate, and the Authority shall waive and are each hereby deemed to have waived upon such Closing and any all claims against UMDNJ. Immediately after such Closing, UMDNJ, the Debtor, and the Authority shall execute and deliver a Stipulation of Dismissal, with prejudice, of any and all claims, counterclaims and defenses asserted or that could have been asserted in the action pending in the Superior Court of the State of New Jersey, Law Division, Essex County entitled *University of Medicine and Dentistry of New Jersey - New Jersey Medical School v. Hoboken Municipal Hospital Authority t/a Hoboken University Medical Center and Hudson Healthcare, Inc.* (Docket No. ESX-L-2155-10) (the "UMDNJ Action"). In the event such Closing does not occur on or before November 30, 2011, the parties shall be restored to their respective positions as against each other in this Bankruptcy Case and in the UMDNJ Action as if this Order had not been entered, on a completely without prejudice basis to all such parties.

124. Notwithstanding anything in this Order to the contrary, to the extent that the Purchaser and/or the Debtor contends that the Cure Amount as to a Designated Contract is less than the amount set forth in Exhibit D to this Order, the Purchaser and/or the Debtor may, on or before October 14, 2011, file and serve by overnight mail on the counterparty to the Designated Contract or their counsel an Amended Notice of Proposed Cure Amount as to said Designated Contracts. The counterparty to said contract shall have until November 1, 2011 to file an objection to such Amended Notice of Proposed Cure Amount, absent which the new Cure Amount shall control, unless the Purchaser and the counterparty agree to a different Cure Amount before or after the entry of an order establishing the Cure Amount. If there is an objection to the Amended Notice of Proposed Cure Amount, a hearing will be held on November 10, 2011 at 10:00 a.m. (Prevailing Eastern Time) to establish the Cure Amount for such Designated Contract.

125. The Debtor, the Authority, the City, the Parking Utility, the Purchaser, and JNESO have reached an agreement regarding the JNESO Objection whereby, as set forth below (the "JNESO Settlement"), and to the extent of any inconsistencies between this paragraph 125 and any other provisions of this Order, this paragraph 125 shall control:

i. JNESO shall have an allowed general unsecured claim against the Debtor's Estate in the amount of One Million Five Hundred Thousand Dollars ($1,500,000) (the "JNESO Unsecured Claim"), which shall not be subject to reduction or increase, counterclaim, or setoff, and which shall receive the same treatment under the Plan as all other allowed general

unsecured claims against the Debtor's Estate, and JNESO shall not assert any prepetition claims against the Debtor's Estate beyond the amounts and priorities set forth in JNESO's proof of claim filed on September 28, 2011 [Claim No. 197].

ii. All administrative expenses and unsecured priority claims that may be asserted by JNESO (collectively the "JNESO Admin Claims") against the Debtor and the Debtor's Estate shall be preserved in their entirety and shall be determined by the Court in accordance with applicable bankruptcy law and procedure and non-bankruptcy law. As and when they become Allowed Admin/Priority Claims, the JNESO Admin Claims, if any, shall be paid from the Joint Payment Account pursuant to, and solely to the extent provided for under the procedures and limitations set forth in paragraphs 57–59 and 66 hereof. All rights, claims, and defenses of JNESO, the Debtor's Estate, and the Purchaser with respect to the JNESO Admin Claims shall be and hereby are preserved.

iii. The City and the Parking Utility have agreed to and, as additional consideration for their inclusion among the Covered Parties under the Settlement Injunction, the Settlement Release, the Plan Injunction, and the Plan Release and in consideration for the reduction in the amount of the JNESO Unsecured Claim as set forth in this paragraph 125, shall provide a reduction in garage parking access fees for JNESO members employed by the Purchaser at the Hospital after the Closing from $65 per month to $45 per month for a period of three (3) years commencing on the Closing Date (the "JNESO Parking Concession").

iv. In consideration for the reduction of the JNESO Unsecured Claim as set forth above, JNESO shall receive in Cash the sum of Four Hundred Thousand Dollars ($400,000) in the aggregate (which amount shall not be applied against the JNESO Unsecured Claim or the JNESO Admin Claims), as follows, provided that nothing in this paragraph 125 shall increase the amount of the Backstop and nothing in this paragraph 125 shall increase the Backstop cap:

1. The Authority, as additional consideration for its and its Related Parties' inclusion among the Covered Parties under the Settlement

Injunction, the Settlement Release, the Plan Injunction, and the Plan Release, has agreed to reduce the amount of the Authority Wind-Down Reserve by Two Hundred Fifty Thousand Dollars ($250,000). For the avoidance of doubt, through the flow of funds defined herein and in the Settlement Agreement, such reduction will result in a corresponding increase in the Authority Net Post-Closing Cash deposited into the Joint Payment Account on or before the Release Date. The signatories to the Joint Payment Account are authorized and directed to pay $250,000 from the Joint Payment Account to JNESO within three (3) Business Days after the later of the Release Date or receipt thereof.

2. Trenk, DiPasquale, Della Fera, Webster & Sodono, P.C. ("TD"), counsel to the Debtor, has agreed to deduct Fifty Thousand Dollars ($50,000) from the total fees allowed and awarded in its final fee application, which amount the Debtor has agreed, as additional consideration for the inclusion of the Debtor and its Related Parties among the Covered Parties under the Settlement Injunction, the Settlement Release, the Plan Injunction, and the Plan Release, which amount the Debtor's Estate or any successor thereto shall cause to be paid to JNESO from the Creditor Trust Account within three (3) Business Days after entry of an order granting the final fee application of TD in the Bankruptcy Case.

3. Sills Cummis & Gross P.C. ("Sills"), counsel to the Committee, has agreed to deduct Fifty Thousand Dollars ($50,000) from the total fees allowed and awarded in its final fee application, which amount the Debtor's Estate or any successor thereto shall cause to be paid to JNESO from the Creditor Trust Account within three (3) Business Days after entry of an order granting the final fee application of Sills in the Bankruptcy Case.

4. J.H. Cohn LLP ("JHC"), financial advisor to the Committee, has agreed to deduct Fifty Thousand Dollars ($50,000) from the total fees allowed and awarded in its final fee application, which amount the Debtor's Estate or any successor thereto shall cause to be paid to JNESO from the Creditor Trust Account within three (3)

Business Days after entry of an order granting the final fee application of JHC in the Bankruptcy Case.

v. The Debtor shall and hereby does agree to withdraw all *Charges Against Labor Organization* pending before the National Labor Relations Board alleging unfair labor practices against JNESO.

vi. The Purchaser and JNESO shall negotiate in good faith with respect to a new collective bargaining agreement (a "New CBA"). For a period of thirty (30) days from and after the Closing Date, the Purchaser and JNESO will meet in good faith and negotiate regarding the terms of a New CBA. If the Purchaser and JNESO are unable to reach an agreement on a New CBA during this thirty (30) day period, the Purchaser and JNESO shall each submit to the other the name of their choice for a mediator to conduct a mediation. The two mediators chosen by the Purchaser and JNESO will then choose a third mediator. From and after thirty-one (31) days after the Closing Date and until one hundred twenty (120) days after the Closing Date, the Purchaser, and JNESO shall participate in a mediation with the three-mediator panel and shall continue to negotiate in good faith. If the Purchaser and JNESO are unable to reach an agreement on a New CBA during this period, the three-mediator panel shall issue a nonbinding written advisory decision with respect to the terms of a New CBA. During the one hundred twenty (120) day period referenced herein, the JNESO bargaining unit members employed by the Purchaser at the Hospital shall not strike and the Purchaser shall not lock the JNESO bargaining unit members out.

vii. In exchange for all of the foregoing consideration,

1. the JNESO Objection shall be and hereby is withdrawn with prejudice;

2. JNESO hereby consents to the entry of this Order;

3. except as otherwise set forth in this paragraph 125 with respect to the JNESO Unsecured Claim, the JNESO Admin Claim, and the JNESO Parking Concession, JNESO shall and hereby does agree

to be bound by the terms hereof, including but not limited to the Settlement Injunction, the Settlement Release, and the other injunctions and releases provided for in the Settlement Agreement and this Order;

4. JNESO shall and hereby does agree to support approval of a Disclosure Statement and confirmation of a Plan that does not conflict with the terms of the JNESO Settlement, to the greatest extent permissible under the Bankruptcy Code and applicable case law and shall not support any Plan that conflicts with, derogates from, or is otherwise inconsistent with the provisions of the Settlement Agreement, the Settlement Injunction, the Settlement Release, the Authority APA, the Debtor APA, or the terms of this Order. This paragraph is not, and shall not be deemed to be, a solicitation of acceptances of any Plan, which will not be solicited until the Bankruptcy Court has approved the disclosure statement and related ballots relating thereto.

5. JNESO shall and hereby does agree to withdraw all *Charges Against Employer* pending before the National Labor Relations Board asserting an unfair labor practice charge against any of the Parties.