

Integrity Healthcare, Inc. Supplemental Submission re Pension Plans:
Revisions to Purchase Agreement

1. Add the following to the end of section 5.12(b):

(v) the most recently prepared actuarial report (reflecting ongoing and termination liabilities,) and financial statement, if any, relating to each Seller Plan, (vi) all material contracts relating to any Seller Plan, including contracts pertaining to plan investments, actuarial and accounting services, record keeping and administration. (vii) all material correspondence with the United States Department of Labor and with the Internal Revenue Service pertaining to any Seller Plan. Except as specifically provided in the foregoing documents delivered or made available to Purchaser, there are no amendments to any Seller Plan that have been adopted or approved, nor has the Seller undertaken to make any such amendments or to adopt or approve any new Seller Plans. Seller shall cooperate with Purchaser in its review of the Seller Plans, including providing Purchaser access to the plan administrator and plan actuary for each of the Church Plan, RPHE and any other Seller Plan for which benefits or contributions are actuarially determined, in order to assist Purchaser in identifying and understanding the Seller's obligations under each such Seller Plan.

2. Replace first sentence of section 5.12(d) with:

Each Seller Plan has been established, operated and administered in all material respects in accordance with its terms and the requirements of all applicable Laws, including ERISA and the Code, to the extent applicable. All contributions and premium payments required to have been made to each Seller Plan prior to the Closing Date have been or will have been timely made and all contributions and premium payments required to have been accrued with respect to each Seller Plan prior to the Closing Date, but not required to have been made prior to the Closing Date, have been properly accrued.

3. Add to end of section 5.12(g):

To Seller's Knowledge, no set of circumstances exists which may reasonably give rise to a claim or lawsuit, with respect to any of the Seller Plans, against Seller or against any fiduciary of any Seller Plan with respect to its duties under any Seller Plan, or the assets of any of the trust under any Seller Plan. No Seller Plan is under audit or the subject of an investigation by the Internal Revenue Service, the United States Department of Labor, the Pension Benefit Guaranty Corporation, the Securities and Exchange Commission or any other Governmental Entity, nor is any such audit or investigation pending or, to Seller's Knowledge, threatened. Seller has not taken any corrective action or made any filing under any voluntary correction program of the Internal Revenue Service, the United States Department of Labor or any other Governmental Authority with respect to any Seller Plan, and to Seller's Knowledge no Seller Plan has any material plan defect that would qualify for correction under any such program.

4. Replace section 3.02(f):

(f) any and all liabilities or obligations, including any successor liability, that would arise out of the status or alleged status of sponsor of or contributor to the Church Plan, or any other Employee Pension Benefit Plan or Employee Welfare Benefit Plan, except as expressly set forth herein.

5. Replace section 10.09:

10.09 Condition of Seller Plans. Purchaser shall be satisfied, in its sole and absolute discretion, with the level of liabilities and duties it may be undertaking with respect to the Seller Plans, including any of the Church Plan, RPHE, Employee Pension Benefit Plan, multi-employer plan or Employee Welfare Benefit Plan, under any theory.

6. New Closing deliverables: Documents, in form and substance satisfactory to Purchaser, terminating or otherwise disposing of Seller Plans as agreed upon by the Parties pursuant to Section 8.02(d), including documents transferring to Purchaser sponsorship of any Seller Plans that Purchaser agrees to assume pursuant to Section 8.02(d), subject to applicable Legal Requirements.

7. Replace section 8.02(d):

(d) Purchaser shall assume, effective at Closing, each Collective Bargaining Agreement, including Seller's obligations under the RPHE, subject to any agreements that Purchaser may reach with the applicable collective bargaining representatives. Not less than [sixty (60)] days prior to the Closing Date, Seller and Purchaser shall cooperate in an attempt to agree upon the appropriate disposition of each of the other Seller Plans, which disposition for any specific Seller Plan may include plan termination; freezing, reduction or other modification of plan benefits; retention by Seller; or assumption by Purchaser. Purchaser shall not be obligated to assume any liabilities under any such Seller Plan without its express written consent. Purchaser may condition its assumption of any Seller Plan upon a requirement that Seller correct any deficiencies noted in the Seller Plan during the diligence process and bring the Seller Plan into compliance with ERISA and other applicable Legal Requirements prior to Closing.

8. Delete the following sections: 3.02(g), 4.09(o), 4.10(g), 10.10.