

PURCHASE AND SALE AGREEMENT

By and Among

**THE DETROIT MEDICAL CENTER,
HARPER-HUTZEL HOSPITAL,
DETROIT RECEIVING HOSPITAL AND UNIVERSITY HEALTH CENTER,
CHILDREN'S HOSPITAL OF MICHIGAN,
REHABILITATION INSTITUTE, INC.,
SINAI HOSPITAL OF GREATER DETROIT,
HURON VALLEY HOSPITAL, INC.,
DETROIT MEDICAL CENTER COOPERATIVE SERVICES,
DMC ORTHOPEDIC BILLING ASSOCIATES, LLC,
METRO TPA SERVICES, INC.,
and
MICHIGAN MOBILE PET CT, LLC,**

as Seller,

and

**VHS OF MICHIGAN, INC.,
VHS HARPER-HUTZEL HOSPITAL, INC.,
VHS DETROIT RECEIVING HOSPITAL, INC.,
VHS CHILDREN'S HOSPITAL OF MICHIGAN, INC.,
VHS REHABILITATION INSTITUTE OF MICHIGAN, INC.,
VHS SINAI-GRACE HOSPITAL, INC.,
VHS HURON VALLEY-SINAI HOSPITAL, INC.,
VHS DETROIT BUSINESSES, INC.,
and
VHS DETROIT VENTURES, INC.,**

as Buyer,

and

VANGUARD HEALTH SYSTEMS, INC.

Dated as of June 10, 2010

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made and entered into effective as of June 10, 2010 (the "Effective Date"), by and among **THE DETROIT MEDICAL CENTER**, a Michigan nonprofit corporation ("DMC"), **HARPER-HUTZEL HOSPITAL**, a Michigan nonprofit corporation ("HHH"), **DETROIT RECEIVING HOSPITAL AND UNIVERSITY HEALTH CENTER**, a Michigan nonprofit corporation ("DRH"), **CHILDREN'S HOSPITAL OF MICHIGAN**, a Michigan nonprofit corporation ("CHM"), **REHABILITATION INSTITUTE, INC.**, a Michigan nonprofit corporation ("RIM"), **SINAI HOSPITAL OF GREATER DETROIT**, a Michigan nonprofit corporation ("SHGD"), **HURON VALLEY HOSPITAL, INC.**, a Michigan nonprofit corporation ("HVH"), **DETROIT MEDICAL CENTER COOPERATIVE SERVICES**, a Michigan nonprofit corporation ("DMCCS"), **DMC ORTHOPEDIC BILLING ASSOCIATES, LLC**, a Michigan limited liability company ("DMCOBA"), **METRO TPA SERVICES, INC.**, a Michigan corporation ("MTPAS"), **MICHIGAN MOBILE PET CT, LLC**, a Michigan limited liability company ("MMPET") (DMC, HHH, DRH, CHM, RIM, SHGD, HVH, DMCCS, DMCOBA, MTPAS and MMPET are referred to herein individually as a "Seller" or collectively, as "Seller"), **VHS OF MICHIGAN, INC.**, a Delaware corporation ("VHS of Michigan"), **VHS HARPER-HUTZEL HOSPITAL, INC.**, a Delaware corporation ("VHS HHH"), **VHS DETROIT RECEIVING HOSPITAL, INC.**, a Delaware corporation ("VHS DRH"), **VHS CHILDREN'S HOSPITAL OF MICHIGAN, INC.**, a Delaware corporation, ("VHS CH"), **VHS REHABILITATION INSTITUTE OF MICHIGAN, INC.**, a Delaware corporation ("VHS RI"), **VHS SINAI-GRACE HOSPITAL, INC.**, a Delaware corporation ("VHS SGR"), **VHS HURON VALLEY-SINAI HOSPITAL, INC.**, a Delaware corporation ("VHS HV"), **VHS DETROIT BUSINESSES, INC.**, a Delaware corporation ("VHS DB"), **VHS DETROIT VENTURES, INC.**, a Delaware corporation ("VHS JV") (VHS of Michigan, VHS HHH, VHS DRH, VHS CH, VHS RI, VHS SGR, VHS HV, VHS DB and VHS JV are referred to herein individually as a "Buyer" or collectively, as "Buyer"), and **VANGUARD HEALTH SYSTEMS, INC.**, a Delaware corporation ("Vanguard").

Recitals

WHEREAS, Seller owns and operates the Hospitals (as defined herein) and owns, leases, manages or otherwise operates the Hospital Businesses (as defined herein), located in Detroit and southeastern Michigan;

WHEREAS, Seller desires to sell and Buyer desires to purchase substantially all of the operating assets, real, personal and mixed, tangible and intangible, owned by Seller associated with or employed in the conduct of the Hospital Businesses, including the Hospitals and the Other Businesses but excluding the Excluded Assets (as defined herein); and

WHEREAS, Seller has concluded that the transactions contemplated by this Agreement are in its best interests and consistent with its charitable mission of the promotion of health to the communities served by the Hospitals.

NOW, THEREFORE, for and in consideration of the premises, and the agreements, covenants, representations and warranties hereinafter set forth, and other good and valuable

consideration, the receipt and adequacy of which are forever acknowledged, the Parties (as herein defined), intending to be legally bound, agree as follows:

ARTICLE 1 DEFINITIONS AND REFERENCES

1.1 Definitions. As used in this Agreement, and unless the context requires a different meaning, the following terms and references have the following meanings.

Accounts Receivable: all accounts receivable of the Hospital Businesses, accrued and unaccrued, including Government Payment Program receivables, accounts that have been written off, and intercompany receivables (other than those intercompany receivables, if any, that relate to an Excluded Asset or an Excluded Liability and that Seller identifies in a written notice delivered to Buyer at least ten Business Days prior to Closing as intercompany receivables that Seller desires to include within the Excluded Assets).

Accrued CTO: as of Closing, the accrued, unused combined time off, sick leave, personal day and vacation accumulations of the Hired Employees (whether in such form or in the form of paid time off or extended illness bank plans), and the employer share of FICA Tax thereon.

Adjusted Warrant Shares: defined in Section 12.5(a).

ADR: defined in Section 15.3.

Affiliate: any Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with another Person; control includes the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of securities, the ownership of membership interests, election or appointment of directors, by contract or otherwise.

Affiliated Group: any affiliated group within the meaning of section 1504 of the Code or any similar group defined under a similar provision of state, local or foreign law.

Agreement: this Purchase and Sale Agreement and all Exhibits and Schedules attached hereto, as amended, consolidated, supplemented, novated or replaced by the Parties from time to time in accordance with the terms hereof.

Anniversary Date CapEx Commitment: the amount set forth below opposite each anniversary of the Closing Date specified:

Anniversary of Closing Date	Anniversary Date CapEx Commitment
First	\$80,000,000
Second	\$160,000,000
Third	\$240,000,000
Fourth	\$320,000,000

Articles: articles of the Agreement.

Assets: all assets, real property, personal and mixed property of every kind, character or description, known or unknown, tangible or intangible owned or leased by Seller wherever located and whether or not reflected in the Financial Statements or referenced or scheduled herein, (i) including (a) those assets held or used in connection with Seller's operation of any of the Hospital Businesses and (b) Seller's interest in the Joint Ventures, but (ii) excluding the Excluded Assets.

Assumed Contracts: (i) the Contracts listed or described on Schedule 3.18, (ii) all Contracts entered into in the ordinary course of business by Seller that are in existence on the Effective Date that are not listed on Schedule 3.18, and (iii) all Contracts entered into by Seller in the ordinary course of business after the Effective Date and on or before the Closing Date; provided, however, the Assumed Contracts shall specifically exclude any Contracts which are among the Excluded Liabilities. Notwithstanding the foregoing, Seller's provider agreements with Government Payment Programs and the Excluded Physician Contracts shall not be included among the Assumed Contracts.

Assumed Debt: defined in Section 2.3(c).

Assumed Liabilities: all liabilities and obligations of Seller of every kind, character or description, whether recorded or unrecorded, known or unknown, fixed or contingent, currently existing or hereafter arising associated with, relating to, or arising from or in connection with the Hospital Businesses; provided, however, the Assumed Liabilities shall specifically exclude any liabilities and obligations which are among the Excluded Liabilities and the corresponding intercompany payables associated with the intercompany receivables that are included within the Excluded Assets.

Attorney General: The Office of the Attorney General of the State of Michigan.

Audited Financial Statements: the audited consolidated balance sheets of Seller and its Affiliates as of each of December 31, 2007, December 31, 2008 and December 31, 2009, and the audited consolidated statements of operations and changes in net assets and the audited consolidated statements of cash flows for the fiscal years then ended, together with the notes thereto and the report thereon of Ernst & Young LLP, independent certified public accountants.

Authorized Individuals: defined in Section 15.2.

Business Day: any day except Saturday, Sunday and any day which shall be a legal holiday in Detroit, Michigan.

Buyer: defined in the Preamble.

Buyer Entities: defined in Section 16.9.

Buyer's Indemnified Persons: Buyer, Vanguard and their Affiliates, successors and assigns, and their respective shareholders, partners, Affiliates, directors, trustees, officers, employees, agents and representatives.

CapEx Commitment: defined in Section 12.4(b).

CapEx Shortfall: the difference, if any, determined as of the end of a particular CapEx Year, between (i) the Anniversary Date CapEx Commitment and (ii) all capital Expended by Buyer pursuant to Section 12.4(b) during all CapEx Years following the Closing Date.

CapEx Shortfall Escrow Agreement: defined in Section 12.4(c).

CapEx Year: the 12 month period ending on the applicable anniversary of the Closing Date.

Captive Insurance Companies: DMC Insurance Company, Ltd., a corporation organized under the laws of the Cayman Islands, and Southeast Michigan Physicians Insurance Company, a Michigan insurance organization.

CERCLA: defined in the definition of Environmental Laws.

CIMA: defined in Section 3.29(a).

Closing: defined in Section 10.1.

Closing Date: the date upon which the Closing occurs.

Closing Documents: the Warrant Certificate and all other instruments, agreements, certificates or other documents executed or delivered by any Party to another Party at Closing.

COBRA: the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended.

Code: the Internal Revenue Code of 1986, as amended.

Commercially Reasonable Efforts: means efforts that are designed to enable a Party, directly or indirectly, to satisfy a condition to, or otherwise assist in the consummation of, the transactions provided for by this Agreement and that do not require the performing Party to expend any funds or assume liabilities other than expenditures and liabilities that are customary and reasonable in nature and amount in the context of the transaction.

Contracts: all written or oral contracts, leases, licenses and agreements relating to the Assets or the operation of the Hospital Businesses to which Seller is a party or by which Seller or any of the Assets are bound, including agreements with payers, physicians and other providers, agreements with health maintenance organizations, independent practice associations, preferred provider organizations and other managed care plans and alternative delivery systems, joint venture and partnership agreements, guarantees of obligations of Joint Ventures and other Persons, management, employment, consultant, independent contractor, change in control, non-compete, retention and severance agreements, vendor agreements, real and personal property

leases and schedules, maintenance agreements and schedules, agreements with municipalities and labor organizations, and bonds, mortgages and other loan agreements.

Controlled Group: with respect to Seller, a group consisting of each trade or business (whether or not incorporated) which, together with Seller, would be deemed a “single employer” within the meaning of Section 4001(a)(14) of ERISA.

Core Services: those core hospital services described in Schedule 12.3.

Cost Reports: all cost and other reports filed pursuant to the requirements of the Government Payment Programs for payment or reimbursement of amounts due from them.

Discretionary Assumed Debt: defined in Section 2.3(n).

DMC: The Detroit Medical Center, a Michigan nonprofit corporation.

DMCIC: defined in Section 3.29(a).

EBITDA: for any period, the net income or loss for such period plus interest expense (net of interest income) during such period, plus the provision for income taxes for such period, plus the provision for applicable state business taxes for such period, plus the amount of all amortization and depreciation deducted in such period.

Effective Date: the date as of which this Agreement was entered into by the Parties, as set forth on the first page of this Agreement.

Employee Benefit Plan: means with respect to any Person (i) each plan, fund, program, agreement, arrangement or scheme, in each case, that is at any time sponsored or maintained or required to be sponsored or maintained by such Person or to which such Person makes or has made, or has or has had an obligation to make, contributions providing for employee benefits or for the remuneration, direct or indirect, of the employees, former employees, directors, officers, managers, consultants, independent contractors, contingent workers or leased employees of such Person or the dependents of any of them (whether written or oral), including each deferred compensation, bonus, incentive compensation, pension, retirement, stock purchase, stock option and other equity compensation plan, or “welfare” plan (within the meaning of Section 3(1) of ERISA, determined without regard to whether such plan is subject to ERISA), (ii) each “pension” plan (within the meaning of Section 3(2) of ERISA, determined without regard to whether such plan is subject to ERISA), including each Multiemployer Plan, (iii) each severance, retention or change in control plan or agreement, each plan or agreement providing health, vacation, summer hours, supplemental unemployment benefit, hospitalization insurance, medical, dental, or legal benefit and (iv) each other employee benefit plan, fund, program, agreement or arrangement.

Employee Pension Benefit Plan: defined in Section 3(2) of ERISA.

Employee Welfare Benefit Plan: defined in Section 3(1) of ERISA.

Encumbrances: liabilities, levies, claims, charges, assessments, mortgages, security interests, liens, pledges, conditional sales agreements, title retention contracts, rights of first refusal, options to purchase and other encumbrances (including limitations on pledging or mortgaging any of the Assets) and Contracts to create in the future any such Encumbrance or suffer any of the foregoing.

Environmental Laws: any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, policies or requirements of any Governmental Authority (including common law) (“Laws”) relating to pollution or protection of human health or the environment (including ground water, land surface or subsurface strata), including Laws relating to emissions, discharges, releases or threatened releases of Materials of Environmental Concern, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, recycling, reporting or handling of Materials of Environmental Concern, including the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601, et seq. (“CERCLA”); the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, et seq. (“RCRA”), the Clean Air Act, 42 U.S.C. §7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., the Occupational Safety and Health Act, 29 U.S.C. §600, et seq., and any similar state or local Laws.

ERISA: the Employee Retirement Income Security Act of 1974, as amended.

Escrow Agent: a financial institution that is mutually acceptable to Seller and Buyer.

Exchange Act: the Securities Exchange Act of 1934, as amended.

Excluded Assets: defined in Section 2.2.

Excluded Liabilities: (i) the long-term debt and capital lease obligations of Seller, including the current portion thereof and accrued interest payable thereunder, described on Schedule 2.5(a)(i) (other than the Discretionary Assumed Debt), (ii) all Contracts entered into outside the ordinary course of business by Seller that are in existence on the Effective Date that are not listed on Schedule 3.18, (iii) all Contracts entered into outside the ordinary course of business by Seller after the Effective Date and on or before the Closing Date which Buyer has not agreed to assume in writing or otherwise pursuant to the terms of this Agreement, (iv) liabilities associated with any of the Excluded Assets, (v) liabilities associated with Seller’s provider agreements with the Medicare program, (vi) liabilities associated with the Excluded Physician Contracts, (vii) liabilities associated with any Contract with a physician or physician group, an Immediate Family Member of a physician on the medical staff of any Hospital, or any Person that provides marketing services for Seller (in each case, which Contract is not among the Excluded Physician Contracts), other than liabilities of Seller to the counterparty to any such Contract which relate to or arise in connection with Seller’s obligations to perform under such Contract and (viii) liabilities associated with the DMC Non-ERISA 403(b) Retirement Plan.

Excluded Physician Contract: any Contract with a physician or physician group, an Immediate Family Member of a physician on the medical staff of any Hospital, or any Person that provides marketing services for Seller that is (i) not listed on Schedule 3.18, (ii) identified by counsel to Buyer, acting reasonably and in good faith, in a written notice delivered to Seller