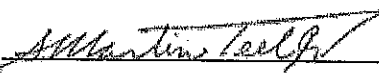


## **EXHIBIT A**

Granting the motion to approve that was filed once as Docket Entry ("DE") No. 3085 and then as DE No. 3088, the order below is signed. Rule 2002(a)(3) requires 20 days notice of opportunity to object, but the shortened notice is approved in this instance. Dated: April 1, 2007.



  
S. Martin Teel, Jr.  
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF COLUMBIA**

-----X	:	
In re	:	
	:	Chapter 11
GREATER SOUTHEAST COMMUNITY	:	
HOSPITAL CORPORATION I, <u>et al.</u>	:	
	:	Case No. 02-2250 (SMT)
	:	
Reorganized Debtors.	:	(Jointly Administered)
-----X	:	

**STIPULATION BETWEEN REORGANIZED  
DEBTORS, HUMANA HEALTH PLAN, INC. AND  
HUMANA INSURANCE COMPANY AND ORDER APPROVING SAME**

The Reorganized Debtors, on the one hand, and Humana Health Plan, Inc. and Humana Insurance Company (collectively, "Humana"), on the other hand hereby agree and stipulate as follows:

WHEREAS, Michael Reese Medical Center Corporation ("Michael Reese"), on the one hand, and Humana, on the other hand, are parties to several executory contracts, specifically a Participation Contract, pursuant to which the Hospital provides medical services to Humana

enrollees, and a Subscriber Contract, pursuant to which Humana provides medical insurance to Hospital employees and dependants (together, the "Contracts");

WHEREAS, on November 20, 2002 (the "Petition Date"), each of the above-captioned Debtors commenced with this Court a voluntary case under chapter 11 of the Bankruptcy Code;

WHEREAS, the Debtors' Modified Second Amended Joint Chapter 11 Plan of Reorganization (the "Plan") was confirmed pursuant to an Order entered by the Court on April 2, 2004. The Plan became effective according to its terms on April 5, 2004 (the "Effective Date"). The transactions contemplated by the Plan have been carried out, and the Plan has been substantially consummated;

WHEREAS, the Plan, as amended by the Confirmation Order, provides that any executory contract not specifically designated by the Reorganized Debtors as either assumed or rejected is deemed assumed as of the Effective Date, subject only to the Reorganized Debtor's right (the "Retained Right of Rejection") to decline to assume any agreement for which the cure amount is not fixed in an amount acceptable to the Reorganized Debtors;

WHEREAS, on May 11, 2004, the Reorganized Debtors served their Notice of Assumption or Rejection of Executory Contracts and Unexpired Leases (the "Notice"), thereby specifically designating certain executory contracts for either assumption or rejection;

WHEREAS, neither of the Contracts was listed in the Notice as being either assumed or rejected so that, pursuant to the Plan and Confirmation Order, the Contracts were deemed assumed as of the Effective Date, subject to the Retained Right of Rejection;

WHEREAS, on or about August 10, 2004, Humana filed claims (the "Cure Claims") in the Debtors' cases reflecting amounts it asserted were required to be paid to cure the defaults under the Contracts, specifically, Claim no. 624, reflecting a default of \$1,519,791.42 under the

Participation Contract, and Claim no. 628 reflecting a default of \$176,801.25 under the  
Subscriber Contract (amending Claim no. 625 in the amount of \$114,110.83);

WHEREAS, the Reorganized Debtors disputed the amounts asserted in the Cure Claims  
and reserved the right to exercise their Retained Right of Rejection with respect to the Contracts;

WHEREAS, the DCHC Liquidating Trust (the "Trust") created pursuant to Section 6.6 of  
the Plan objected to one or more claims filed by Humana in the Debtors' cases and the objection  
is still pending before this Court;

WHEREAS, after arms-length, good faith negotiations, the Reorganized Debtors and  
Humana entered into the Settlement Agreement annexed hereto as Exhibit "A" to resolve,  
subject to approval of this Stipulation by the Court, the Cure Claims, any other claims filed in  
these cases by Humana and the status of the Contracts.

IT IS THEREFORE

ORDERED, that the Settlement Agreement is approved; and it is further

ORDERED, that Michael Reese is hereby deemed to have assumed the Contracts on the  
terms and conditions stated in the Settlement Agreement; and it is further

ORDERED, that in furtherance of the provision of the Settlement Agreement requiring  
Humana to withdraw any proofs of claim, including the Cure Claims, filed by Humana in  
connection with the Debtors' bankruptcy cases, such claims are hereby deemed withdrawn  
effective upon the Court's entry of an Order approving this Stipulation; and it is further

[CONTINUED ON NEXT PAGE]

ORDERED, that, except as expressly provided in this Stipulation and Order, nothing in this Stipulation and Order shall effect the rights or obligations of Michael Reese and Humana under the Agreements.

Dated: Washington, D.C.  
March 6, 2007



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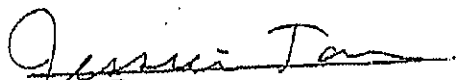
and

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ATTORNEYS FOR THE REORGANIZED DEBTORS

Dated: Chicago, Illinois  
March 5, 2007

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120 South Riverside Plaza, Suite 1200  
Chicago, IL 60606  
(312) 876-7100

ATTORNEYS FOR HUMANA

FFD0CS1732163.01

**SETTLEMENT AGREEMENT**

Humana Health Plan, Inc. and Humana Insurance Company (together, "Humana") and the Reorganized Debtors, including Reorganized Michael Reese Medical Center Corp. (the "Hospital"), having determined to resolve the issues between them and to preserve their long-standing relationship, stipulate and agree as follows:

WHEREAS, on November 20, 2002 (the "Petition Date"), the Hospital, along with affiliated entities, filed for relief under Chapter 11 of Title 11 of the U.S. Bankruptcy Code in the District of Columbia, initiating the jointly administered cases styled *In re Greater Southeast Community Hospital Corporation I et al.*, 02 - 2250 (the "Case");

WHEREAS, prior to the Petition Date, Humana and the Hospital (together, the "Parties") were parties to several executory contracts, specifically a Participation Contract, pursuant to which the Hospital provided medical services to Humana enrollees, and a Subscriber Contract, pursuant to which Humana provided medical insurance to Hospital employees and dependants (together, the "Contracts");

WHEREAS, since the Petition Date, both Parties have continued to perform their obligations under both Contracts;

WHEREAS, on the Petition Date, the Hospital was in default on both Contracts;

WHEREAS, Humana filed claims reflecting the prepetition defaults, specifically, Claim no. 624, reflecting a default of \$1,519,791.42 under the Participation Contract, and Claim no. 628 reflecting a default of \$176,801.25 under the Subscriber Contract (amending Claim no. 625 in the amount of \$114,110.83) (the "Claims");

WHEREAS, on April 2, 2004, the plan of reorganization in the *Greater Southeast Community Hospital Corporation I* case (the "Plan") was approved by the Bankruptcy Court;

WHEREAS, under the Plan, the Hospital is authorized to assume or reject executory contracts under § 365(a) of the Bankruptcy Code;

WHEREAS, the Hospital has determined to assume the Contracts;

WHEREAS, Humana, in the interests of its ongoing relationship with the Hospital, has agreed that, in connection with assumption of the Contracts, it will not insist on its right under § 365(b)(1) of the Bankruptcy Code to a full cure of defaults under the Contracts.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS BELOW, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Within 14 days of the execution of this Agreement, the Hospital will file a motion (the "Assumption Motion") with the Bankruptcy Court for authority to assume the Contracts.
2. Humana agrees to accept \$300,000 as satisfaction of the Hospital's defaults under the Contract, (the "Settlement Amount").
3. The Hospital agrees to pay Humana the Settlement Amount in 24 equal installments of \$12,500, commencing on the first day of the month following the Court's approval of the Assumption Motion, and continuing on the first day of each month thereafter until fully satisfied.
4. Humana will take all necessary steps to withdraw the Claims with prejudice, and waives all right to file additional Claims in the Case.
5. Notwithstanding anything else herein, or in any other agreement or document, the Parties agree and stipulate that this agreement is made for purposes of accommodation and so that both Parties may buy their peace, and that the Hospital's payment hereunder does not, and is not intended to reflect the value of the Contracts.

1108969-2

January 22, 2007



6. The Parties hereby agree and stipulate that, in light of the costs and uncertainty attendant on any litigation, and in light of the ongoing and complex relationship between the Parties, every Payment made under this Agreement is an exchange of reasonably equivalent value.

7. This Agreement may be executed in counterparts, and each executed counterpart shall be considered an original.

8. This Agreement shall be of no force and effect unless and until the Bankruptcy Court enters an Order granting the Approval Motion.

Date: 2/13, 2007

HUMANA HEALTH PLAN, INC.

By: Jessica Tan  
Its: attorney

HUMANA INSURANCE COMPANY

By: Jessica Tan  
Its: attorney

ENVISION HOSPITAL CORPORATION  
F/K/A DOCTORS COMMUNITY  
HEALTHCARE CORPORATION

GREATER SOUTHEAST COMMUNITY  
HOSPITAL CORPORATION I

MICHAEL REESE MEDICAL CENTER  
CORPORATION

PACIFICA OF THE VALLEY  
CORPORATION

By: [Signature]  
Its: Vice President