

EXHIBIT A

FILED AND ENTERED

APR 2 - 2004

Denise H. Curtis, Clerk
 U.S. Bankruptcy Court for D.C.

**UNITED STATES BANKRUPTCY COURT
 DISTRICT OF COLUMBIA**

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In re: :
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GREATER SOUTHEAST COMMUNITY : **Case No.**
HOSPITAL CORPORATION I, et al, : **02- 2250 (SMT)**
 : **Jointly Administered**
Debtors. : **(Chapter 11)**
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ORIGINAL

**ORDER CONFIRMING DEBTORS' SECOND
 AMENDED JOINT PLAN OF REORGANIZATION
 UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

This matter came before the Court to consider the confirmation of the Second Amended Joint Plan of Reorganization Under Chapter 11 of the United States Bankruptcy Code, dated February 23, 2004 (the "Plan") filed by Greater Southeast Community Hospital Corporation I ("Greater Southeast") and its debtors affiliates in the above-captioned chapter 11 cases,¹ as debtors and debtors in possession (collectively, with Greater Southeast, the "Debtors"). The Debtors' Second Amended Disclosure Statement pursuant to section 1125 of the United States Bankruptcy Code, dated February 23, 2004 (the "Disclosure Statement") having been approved by the Bankruptcy Court, and duly transmitted to holders of Claims² and Equity Interests and certain other parties in interest

¹ The affiliated debtors are PACIN-Hadley Memorial Hospital Corporation of Washington, D.C. ("Hadley"), Michael Reese Medical Center Corporation of Chicago, Illinois ("Michael Reese"), Pacifica Hospital of the Valley Corporation of Sun Valley, California ("Pacifica"), Pine Grove Hospital Corporation of Canoga Park, California ("Pine Grove"), and their ultimate corporate parent Doctors Community Healthcare Corporation ("DCHC").

² Capitalized terms used but not defined herein have the meanings ascribed to them in the Sale Motion, the Plan, the Disclosure Statement or the Plan Supplement.

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deductible or retention payment on account of an Unreleased Claim, subject to any right of indemnity such Partially Released Party or may have against the Reorganized Debtors; provided, however, in the event the liquidated amount of the Unreleased Claim does not exceed the deductible or retention amount, then such Unreleased Claim shall be deemed released and the Partially Released Party shall have no liability with respect thereto.

(l) The members of the Committee shall have no liability for any act or omission in connection with these Chapter 11 Cases, the commencement of these Chapter 11 Cases, the pursuit of confirmation of the Plan, the consummation of the Plan or the administration of the Plan or the property to be distributed under the Plan, except for willful misconduct or gross negligence.

9. Deemed Substantive Consolidation of Debtors. Except as set forth in the following paragraph of this Order, pursuant to Section 6.2(a) of the Plan, and subject to the occurrence of the Effective Date, the Debtors shall be deemed substantively consolidated only for the purposes of voting on and making distributions under the Plan. Further, (i) no distributions shall be made under the Plan on account of intercompany Claims among the Debtors, (ii) no distributions will be made under the Plan on account of any Equity Interest held by one Debtor in any other Debtor, (iii) all guarantees by the Debtors of the obligations of any other Debtor shall be deemed eliminated so that any Claim against any Debtor and any guarantee thereof executed by any other Debtor and any joint or several liability of any of the Debtors shall be deemed to be one obligation of the consolidated Debtors and (iv) each and every Claim filed or to be filed in the Chapter 11 Case of any of the Debtors shall be deemed filed against the consolidated Debtors and shall be deemed one Claim against the consolidated Debtors.

10. Notwithstanding the immediately preceding paragraph of this Order and Section 6.2(a) of the Plan, the deemed consolidation of the Debtors shall not (other than for purposes related to voting and distributions under the Plan as set forth above in this section) affect: (i) the legal and organizational structure of the Debtors, (ii) pre- and post-Commencement Date guarantees, liens and security interests that are required to be maintained (A) in connection with executory contracts or unexpired leases that were entered into during the Chapter 11 Cases or that have been or will be assumed or (B) pursuant to the Plan, (iii) defenses to any cause of action or requirements for any third party to establish mutuality in order to assert a right of setoff, (iv) the consequences of a party's failure to file a Claim against the correct Debtor's estate, and (v) distributions out of any insurance policies or proceeds of such policies.

11. Discharge; No Liability. As provided in Section 12.2 of the Plan but subject to the provisions of Section 1141(d)(3) of the Bankruptcy Code, the rights afforded in the Plan and the treatment of all Claims and Equity Interests herein shall be in exchange for and in complete satisfaction, discharge and release of all Claims and Equity Interests of any nature whatsoever, including any interest accrued thereon from and after the Commencement Date, against any of the Debtors or their estates, assets, properties or interests in property. Subject to Section 1141(d)(3) of the Bankruptcy Code, any Reorganized Debtor shall not be responsible for any obligations of the Debtors or their estates except those expressly assumed by such Reorganized Debtor in accordance with the terms of the Plan or the Recapitalization Proposal, as applicable.

35. Closing of the Chapter 11 Cases. When all Disputed Claims against the Debtors have become Allowed or have been disallowed by Final Order, and no controverted matter remains outstanding, the Liquidating Trustee shall seek authority from the Bankruptcy Court to close the Debtors' Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules.

36. Termination of Injunctions and Automatic Stay. Unless otherwise provided, all injunctions or stays provided for in these Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the close of these Chapter 11 Cases; provided, however, that such injunctions or stays are not applicable to obligations of the Reorganized Debtors, including but not limited to obligations for Retained Liabilities or Retained Prepetition Claims.

37. Injunction. On and after the Confirmation Date, unless otherwise provided in this Plan, all Persons, other than the Liquidating Trustee, are enjoined permanently from commencing or continuing in any manner any action or proceeding (whether directly, indirectly, derivatively or otherwise) on account of or respecting any claim, debt, right or cause of action of the Debtors.

38. Retention of Jurisdiction. The Bankruptcy Court may properly, and upon the Effective Date shall, retain jurisdiction over the matters arising in, and under, and related to, the Chapter 11 Cases, as set forth in Article XI of the Plan and section 1142 of the Bankruptcy Code.

39. Binding Effect. Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, on and after the Confirmation Date, the provisions of the Plan shall