Exhibit 5

LIQUIDATING TRUST AGREEMENT

This Liquidating Trust Agreement (the "Trust Agreement"), dated as of [_____], 2004, is made by and among Doctors Community Healthcare Corporation ("DCHC"), Greater Southeast Community Hospital Corporation I, PACIN Healthcare-Hadley Memorial Hospital Corporation of Washington, D.C., Michael Reese Medical Center Corporation of Chicago, Illinois, Pacifica Hospital of the Valley Corporation of Sun Valley, California and Pine Grove Hospital Corporation of Canoga Park, California, as debtors and debtors in possession (collectively with DCHC, the "Debtors"), Sam J. Alberts, as trustee for "The DCHC Liquidating Trust" (the "Trustee"), National Century Financial Enterprises, Inc. and its affiliates, their respective successors and assigns, including any successor entities pursuant to the plan of liquidation of National Century Financial Enterprises, Inc. and its affiliates, and any party claiming by or through National Century Financial Enterprises, Inc. or its affiliates (collectively, the "NCFE Entities"), the Official Committee of Unsecured Creditors of Greater Southeast Community Hospital Corporation I et al. (the "Committee"), and Messrs. Paul Tuft and Erich Mounce, (the "Subject Partially Release Parties") is executed in connection with the Debtors' Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, dated February 23, 2004 (as the same has been or may be amended, the "Plan") filed in the United States Bankruptcy Court for the District of Columbia (the "Court"), and provides for the establishment of the liquidating trust evidenced hereby (the "Liquidating Trust"). Except with respect to the terms defined herein, all capitalized terms contained herein shall have the meanings ascribed to them in the Plan.

WITNESSETH

WHEREAS, the Liquidating Trust is created pursuant to, and to effectuate, the Plan;

WHEREAS, the Liquidating Trust is created to make all distributions required by the Plan, other than those to be made in respect of the Retained Liabilities or as otherwise provided pursuant to the terms of the Recapitalization Proposal or an Alternative Court-Approved Proposal, as applicable;

WHEREAS, the Liquidating Trust is created on behalf of, and for the benefit of, the holders of Allowed Claims (whether or not Allowed on or after the Effective Date) under the Plan, other than those Claims that are to be paid directly under the Recapitalization Proposal or Alternative Court-Approved Proposal, as applicable (collectively, the "Allowed Trust Claims");

WHEREAS, the Liquidating Trust is established for the sole purpose of liquidating its assets for the benefit of the holders of the Allowed Trust Claims (whether or not Allowed on or after the Effective Date), in accordance with Treasury Regulations Section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business; and

WHEREAS, the Liquidating Trust is intended to qualify as a liquidating trust within the meaning of Treasury Regulations Section 301.7701-4(d).

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and in the Plan, the Debtors, the Trustee, the Committee and the NCFE Entities agree as follows:

ARTICLE I

ESTABLISHMENT OF THE LIQUIDATING TRUST

1.1 Transfer of Property to Trustee. Pursuant to the Plan, the Debtors hereby transfer, assign, and deliver to the Trustee all of their right, title, and interest in the Liquidating Trust Assets, including the Liquidating Trust Reserve and Distributable Funds (collectively, the "Distribution Assets"), and the Subject Partially Released Parties hereby transfer, assign and deliver to the Trustee all of their right, title, right title and interest in the Assigned Management Claims (collectively the Liquidating Trust Assets and the Assigned Management Claims are referred to as the "Distribution Assets") free and clear of any lien, Claim, or Equity Interest in such property of any other Person or entity except as provided in the Plan. The Trustee agrees to accept and hold the Distribution Assets in trust for the holders of Allowed Trust Claims, subject to the terms of this Trust Agreement. Any Cash or other property received from third parties from the prosecution, settlement, or compromise of the Litigation Claims shall constitute Distribution Assets for purposes of distribution under the Liquidating Trust and administration of the Liquidating Trust.

1.1 Title to Distribution Assets.

(a) The Distribution Assets shall be transferred on the Effective Date of the Plan. The transfer of the Distribution Assets to the Liquidating Trust shall be made by the Debtors and the transfer of the Assigned Management Claims to the Liquidating Trust shall be made by Paul Tuft, Erich Mounce and all other Subject Partially Released Parties for the benefit and on behalf of the holders of Allowed Trust Claims (whether or not Allowed on or after the Effective Date). Upon the transfer of the Liquidating Trust Assets to the Liquidating Trust, the Trustee shall succeed to all of the Debtors' right, title and interest in the Liquidating Trust Assets and the Debtors will have no further interest in or with respect to the Liquidating Trust Assets or this Liquidating Trust. Upon the transfer of the Assigned Management Claims to the Liquidating Trust, the Trustee shall succeed to all of the Subject Partially Released Parties' rights, title and interest in the Assigned Management Claims and the Subject Partially Released Parties will have no further interest in or with respect to the Assigned Management Claims or the Liquidating Trust.

(b) For all federal income tax purposes, all parties (including, without limitation, the Debtors, the Trustee, and the holders of Allowed Trust Claims) shall treat the transfer of the Distribution Assets to the Liquidating Trust as (A) a transfer of the Distribution Assets directly to holders of Allowed Trust Claims in satisfaction of such Claims (other than to the extent allocable to Disputed Claims) followed by (B) the transfer by such holders to the Liquidating Trust of the Distribution Assets in exchange for beneficial interests in the Liquidating Trust. Accordingly, the holders of such Claims shall be treated for federal income tax purposes as the grantors and owners of their respective shares of the Distribution Assets.

1.2 Assignment and Assumption of Distribution Assets. In accordance with Section 1.2 hereof, the Debtors hereby transfer and assign the Distribution Assets to the Liquidating Trust and the Subject Partially Released Parties hereby transfer and assign the Assigned Management Claims to the Liquidating Trust, and the Trustee on behalf of the Liquidating Trust hereby assumes and agrees that all such Distribution Assets are being transferred to the Liquidating Trust subject to the following liabilities, except to the extent that any of the following constitute Retained Liabilities under the Plan: (i) Administrative Expense Claims, Priority Tax Claims attributable to real estate of the Debtors, the DIP Claim, Other Priority Claims and Secured Claims that have not been paid or Allowed as of the Effective Date (but which are subsequently Allowed), (ii) any allowable expenses incurred and unpaid, or to be incurred by the Debtors in respect of consummation of the Plan and winding up of the Debtors' estates and (iii) in the event there exists any Disputed Claims on the Effective Date, such Claims to the extent such Claims subsequently are Allowed, as set forth more fully in Article VII of the Plan.

1.3 Valuation of Distribution Assets. After the Effective Date, the Trustee, in reliance upon such professionals as the Trustee may retain, shall make a good faith valuation of the Distribution Assets. Such valuation shall be made available from time to time, to the extent relevant as reasonably determined by the Trustee in reliance on his professionals, and used consistently by all parties (including, without limitation, the Trustee, and the holders of Allowed Trust Claims) for all purposes, including federal income tax purposes. The Trustee shall also file (or cause to be filed) any other statements, returns, or disclosures relating to the Liquidating Trust that are required to be filed by any governmental unit.

ARTICLE II

LIQUIDATING TRUST INTERESTS

2.1 Identification of Holders of Liquidating Trust Interests. The record holders of interests in the Liquidating Trust (the "Liquidating Trust Interests") shall be recorded and set forth in a register maintained by the Trustee expressly for such purpose. All references in this Trust Agreement to holders of Liquidating Trust Interests shall be read to mean holders of record as set forth in the official register maintained by the Trustee and shall not mean any beneficial owner not recorded on such official registry. Unless expressly provided herein, the Trustee may establish a record date which he deems practicable for determining the holders for a particular purpose. The distribution of Liquidating Trust Interests to either a holder of Allowed Trust Claims or to a holder of Disputed Claims shall be accomplished as set forth in the Plan.

2.2 The Trust Committee. On the Effective Date, a three member trust committee shall be created (the "Trust Committee"). The Trust Committee shall be comprised of two representatives designated by the NCFE Entities (the "NCFE Trust Representatives") and one representative designated by the Committee (the "Committee Trust Representative" and, together with the NCFE Trust Representatives, the "Trust Committee Representatives"). The NCFE Trust Representatives initially shall be the following:

Martin Cohen
FTI Consulting
1201 I Street, NW
Suite 400
Washington D.C. 20005

David Coles
Alvarez & Marsal, LLP
101 East 52nd St.
New York, NY 10022

The Committee Trust Representative shall be:

Jerry Carter
Healthcare Management Resources, LLC
P.O. Box 1709
Hendersonville TN 37077

2.3 Transferability of Liquidating Trust Interests.

(a) The Liquidating Trust Interests shall not be certificated and shall not be capable of being transferred, assigned, pledged or hypothecated, in whole or in part, unless: (i) the conditions set forth in Section 2.3(b) below are met and the Reorganized Debtors consent to such transfer, assignment or pledge, which consent shall not be unreasonably withheld; or (ii) the transfer is-(A) by will or under the laws of descent and distribution or (B) by the NCFE Entities to any successor entities pursuant to the NCFE Entities' plan of liquidation. Any such transfer, assignment or pledge, however, will not be effective until and unless the Trustee receives written notice of such transfer, assignment or pledge. Any transfer, assignment, pledge or hypothecation of a Liquidating Trust Interest in violation of this Section 2.3 shall be void ab initio.

(b) No transfer, assignment, pledge or hypothecation a Liquidating Trust Interest or any part of a Liquidating Trust Interest may be effected until, either (i) the Liquidating Trust Interest or part of a Liquidating Trust Interest subject to such disposition is registered under the Securities Act of 1933, as amended, and any applicable state securities laws or (ii) the Liquidating Trust receives a favorable opinion of the Liquidating Trust's legal counsel or of other legal counsel acceptable to the Trustee to the effect that such disposition is exempt from registration under those laws. The Trustee, however, may waive the requirements of this Section 2.3(b).

(c) The holder effecting a disposition of a Liquidating Trust Interest shall pay, or reimburse the Liquidating Trust for, all costs incurred by the Liquidating Trust in connection with the disposition of the Liquidating Trust Interest (including, without limitation, the legal fees incurred in connection with the legal opinions referred to in Section 2.3(b)) on or before the tenth day after the receipt by that person of the Liquidating Trust's invoice for the amount due. If payment is not made by the date due, the person owing that amount shall pay interest on the unpaid amount from the date due until paid at a rate per annum equal to the 10%.

ARTICLE III

PURPOSE, AUTHORITY, LIMITATIONS, DISTRIBUTIONS AND DUTIES

3.1 Purpose of the Liquidating Trust. The Liquidating Trust shall be established for the sole purpose of liquidating and distributing the Distribution Assets, in accordance with Treasury Regulations Section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. Accordingly, the Trustee shall, in an expeditious but orderly manner, liquidate and convert to Cash the Distribution Assets, make timely distributions and not unduly prolong the duration of the Liquidating Trust. The liquidation of the Distribution Assets may be accomplished, in the Trustee's discretion, through the sale of Distribution Assets (in whole or in combination), including the sale of any Litigation Claim or through the prosecution or settlement of any Litigation Claim, or through such other method(s) as the Trustee shall determine.

3.2 Authority of Trustee. In connection with the administration of the Liquidating Trust, except as set forth in this Trust Agreement, the Trustee is authorized to perform any and all acts necessary or desirable to accomplish the purposes of the Liquidating Trust. Without limiting, but subject to, the foregoing and to Section 3.3 and the authorization and direction of the Trust Committee set forth in Section 9.1 hereof, the Trustee shall be expressly authorized, but shall not be required, to:

(a) hold legal title to any and all rights of the holders of the Liquidating Trust Interests in or arising from the Distribution Assets, including, but not limited to, the right to collect any and all money and other property belonging to the Liquidating Trust and the right to vote any claim or interest in a case under the Bankruptcy Code and receive any distribution therein;

(b) perform the duties, exercise the powers, and assert the rights of a trustee under sections 704 and 1106 of the Bankruptcy Code, including, without limitation, objecting to Disputed Claims, commencing, prosecuting, or settling Litigation Claims, enforcing contracts, and asserting claims, defenses, offsets, and privileges; *provided, however*, that the Trustee may settle or otherwise dispose of any Litigation Claim without further order or authority from the Bankruptcy Court;

(c) protect and enforce the rights of the Liquidating Trust to the Distribution Assets by any method deemed appropriate including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium, or similar law and general principles of equity;

(d) compromise, adjust, arbitrate, sue on or defend, pursue, prosecute abandon, or otherwise deal with and settle any Cause of Action in favor of or against the Liquidating Trust as the Trustee shall deem advisable;

(e) determine and satisfy any and all liabilities created, incurred or assumed by the Liquidating Trust;

(f) in the event an Alternative Court –Approved Proposal is approved by the Court, file on behalf of the Debtors' affiliated tax group, any and all tax returns and exercise any and all rights afforded a debtor under section 505 of the Bankruptcy Code to request a prompt determination of the federal, state and local tax liabilities of the Debtors; and in the event the Recapitalization Proposal is approved by the Court, assist the Reorganized Debtors in such tax filings if requested and fully compensated for such action by the Reorganized Debtors;

(g) file, if necessary, any and all tax and information returns with respect to the Liquidating Trust and pay taxes properly payable by the Liquidating Trust, if any;

(h) execute offsets against Claims as provided for in the Plan;

(i) assert or waive any privilege or defense on behalf of the Liquidating Trust or the Debtors;

(j) pay all expenses and make all other payments relating to the Distribution Assets;

(k) pay all fees payable pursuant to section 1930 of chapter 123 of title 28 of the United States Code until such time as the Court enters a final decree closing each Debtor's Chapter 11 Case;

(l) obtain insurance coverage with respect to the liabilities and obligations of the Trustee and the Trust Committee Representatives under this Trust Agreement (in the form of an errors and omissions policy or otherwise);

(m) retain and pay such law firms as counsel to the Liquidating Trust as the Trustee in his discretion may select to aid in the prosecution of any claims that constitute the Distribution Assets, and to perform such other functions as may be appropriate in the Trustee's discretion. The Trustee may commit the Liquidating Trust to and shall pay such law firms reasonable compensation for services rendered and expenses incurred. The Trustee may retain counsel on a *nunc pro tunc* basis, to a date prior to the Effective Date. A law firm shall not be disqualified from serving as counsel to the Liquidating Trust solely because of its prior retention by the Debtors, the Committee, a member of the Committee or any party in interest in these Chapter 11 Cases;

(n) retain and pay a public accounting firm or financial consulting firm to perform such reviews and/or audits of the financial books and records of the Liquidating Trust as may be appropriate in the Trustee's discretion and to prepare and file any tax returns or informational returns for the Liquidating Trust as may be required. The Trustee may retain an accounting firm or financial consulting firm on a *nunc pro tunc* basis, to a date prior to the Effective Date. The Trustee may commit the Liquidating Trust to and shall pay such public accounting firm or financial consulting firm reasonable compensation for services rendered and expenses incurred. An accounting firm or financial consulting firm shall not be disqualified from serving as counsel to the Liquidating Trust solely because of its prior retention by the Debtors, the Committee, a member of the Committee or any party in interest in these Chapter 11 Cases;

(o) retain and pay such third parties as the Trustee, in his discretion, may deem necessary or appropriate to assist the Trustee in carrying out his powers and duties under this Trust Agreement. The Trustee may commit the Liquidating Trust to and shall pay all such persons or entities reasonable compensation for services rendered and expenses incurred, as well as commit the Liquidating Trust to indemnify any such parties in connection with the performance of services, on a *nunc pro tunc* basis, to a date prior to the Effective Date;

(p) employ such employees as the Trustee, in his discretion and as consistent with the purposes of the Liquidating Trust, may deem necessary or appropriate to assist the Trustee in carrying out his powers and duties under this Trust Agreement. The Trustee may commit the Liquidating Trust to and shall pay all such employees reasonable salary in the amounts he shall determine to be appropriate and any employee benefits he may establish pursuant to Section 3.2(q) below. If the Trustee shall employ employees pursuant to this Section 3.2(p), the Trustee shall establish payroll procedures and pay any and all federal, state, or local tax withholding required under applicable law with respect to any such employees, and he will take all other actions he deems necessary to effectuate the provisions of this Section 3.2(p);

(q) establish and adopt or cease to provide such employee benefits for the benefit of any employees described in Section 3.2(p) above as the Trustee, in his discretion and as consistent with the purposes of the Liquidating Trust, may deem necessary or appropriate, including the adoption of any group health plan;

(r) invest any moneys held as part of the Liquidating Trust in accordance with the terms of Section 4.5 hereof, limited, however, to such investments that are consistent with the Liquidating Trust's status as a liquidating trust within the meaning of Treasury Regulations Section 301.7701-4(d);

(s) request any appropriate tax determination with respect to the Liquidating Trust, including, without limitation, a determination pursuant to section 505 of the Bankruptcy Code;

(t) establish and maintain a web site for the purpose of providing notice of Liquidating Trust activities in lieu of sending written notice to holders of Liquidating Trust Interests, subject to providing notice to those holders referred to in Section 10.5 hereof;

(u) seek the examination of any entity under, and subject to, the provisions of Bankruptcy Rule 2004; and

(v) take or refrain from taking any and all actions the Trustee reasonably deems necessary for the continuation, protection, and maximization of the Distribution Assets consistent with the purposes hereof.

3.3 Limitation of Trustee's Authority.

(a) Notwithstanding anything herein to the contrary, the Trustee, in his capacity as Trustee, (i) shall not and shall not be authorized to engage in any trade or business, other than as set forth in this Trust Agreement, and (ii) shall take such actions consistent with the orderly liquidation of the Distribution Assets as are required by applicable law, and such actions

permitted under Sections 3.2, 3.5, 3.6, 4.5 and 9.1 hereof. Notwithstanding any other authority granted by Section 3.2 hereof, the Trustee is not authorized to engage in any investments or activities inconsistent with the treatment of the Liquidating Trust as a liquidating trust within the meaning of Treasury Regulations Section 301.7701-4(d).

(b) The Liquidating Trust shall not hold 50% or more of the stock (in either vote or value) of any entity that is treated as a corporation for federal income tax purposes, nor have any interest in an entity that is treated as a partnership for federal income tax purposes, unless such stock or partnership interest was obtained involuntarily or as a matter of practical economic necessity in order to preserve the value of the Distribution Assets.

3.4 Books and Records.

(a) In the event that the Recapitalization Proposal is approved by Court, on the date hereof, DCHC shall transfer and assign to the Liquidating Trust full title to, and the Liquidating Trust shall be authorized to obtain copies, at the expense of the Liquidating Trust, of all of the books and records of the Debtors relating to the Trust Claims or the Distribution Assets. In the event that a Alternative Court Approved Proposal is approved by the Court, on the date hereof, the Liquidating Trust may, in its sole discretion but is not required to, take possession of all books and records of the Debtors relating to the Trust Claims or the Distribution Assets and the Liquidating Trust shall have the responsibility of storing and maintaining books and records transferred hereunder until one year after the last date upon which DCHC, or, if necessary, any of the other Debtors, is dissolved in accordance with Section 6.4 of the Plan, after which time such books and records may be abandoned or destroyed without further Court order. In either event, the Debtors, the Reorganized Debtors, or parties who are operating under any Alternative Court Approved proposal as applicable shall cooperate with the Trustee to facilitate the delivery and storage of the actual or reproduced books and records in accordance herewith. In the event that the Liquidating Trustee takes actual possession of the Debtors books and records, the Debtors, as well as their current and former officers and directors, may be entitled to reasonable access to any books and records transferred to the Liquidating Trust for all necessary corporate purposes, including, without limitation, defending or prosecuting litigation, determining insurance coverage, filing tax returns, and addressing personnel matters provided the Debtors pay all the copying costs and other fees associated with obtaining such information. For the purpose of this Section, books and records include computer generated or computer maintained books and records and computer data, as well as electronically generated or maintained books and records or data, along with books and records of the Debtors maintained by or in possession of third parties and all of the claims and rights of the Debtors in and to their books and records, wherever located.

(b) The Trustee shall maintain in respect of the Liquidating Trust and the holders of Liquidating Trust Interests books and records relating to the Distribution Assets and income of the Liquidating Trust and the payment of expenses of, and liabilities of claims against or assumed by, the Liquidating Trust in such detail and for such period of time as may be necessary to enable it to make full and proper accounting in respect thereof. Such books and records shall be maintained as reasonably necessary to facilitate compliance with the tax reporting requirements of the Liquidating Trust. Except as provided in Section 9.1 hereof, nothing in this Trust Agreement requires the Trustee to file any accounting or seek approval of

any court with respect to the administration of the Liquidating Trust, or as a condition for managing any payment or distribution out of the Distribution Assets. Holders of the Liquidating Trust Interests shall have the right upon thirty (30) days' prior written notice delivered to the Trustee to inspect such books and records (including financial statements), subject to the Trustee's right to deny access in a reasonable effort to preserve privileged or confidential information or protect litigation or other strategies and provided that, if so requested by the Trustee, such holder shall have entered into a confidentiality agreement satisfactory in form and substance to the Trustee. The Trust Committee Representatives shall have the immediate right upon written notice delivered to the Trustee to inspect such books and records (including financial statements). Any books and records determined by the Trustee, in his sole discretion, not to be reasonably necessary for administering the Liquidating Trust or for the Trustee's compliance with the provisions of this Trust Agreement may, to the extent not prohibited by applicable law or otherwise inconsistent with Paragraph 3.4(a) hereof, be destroyed.

3.5 Additional Powers. Except as otherwise set forth in this Trust Agreement or in the Plan, and subject to the Treasury Regulations governing liquidating trusts and the retained jurisdiction of the Court as provided for in the Plan, but without prior or further authorization, the Trustee may control and exercise authority over the Distribution Assets and over the protection, conservation and disposition thereof. No Person dealing with the Liquidating Trust shall be obligated to inquire into the authority of the Trustee in connection with the protection, conservation or disposition of the Distribution Assets.

3.6 (a) Periodic Distribution; Withholding. On the first business day of December of each year (beginning with December 1, 2004), and on any other date determined by the Trustee in consultation with or at the direction of the Trust Committee, the Trustee shall distribute from the Liquidating Trust to (i) the NCFE Entities, 62.5% of available proceeds of Distributable Assets (including any Cash received from the Debtors on the Effective Date, and treating as Cash for purposes of Section 6.6 of the Plan any permitted investments under Section 6.5(i) of the Plan) and (ii) each holder of an Allowed General Unsecured Claim or Allowed Patient Refund Claim, such holder's Pro Rata share of 37.5% of available proceeds of Distributable Assets (after funding the GUC Disputed Claims Reserve in accordance with Section 3.7(a) of this Trust Agreement); provided however, that no payment of Cash less than $25.00 shall be made by the Trustee to any holder of a Liquidating Trust Interest; provided further, however, that prior to making any distribution to holders of Liquidating Trust Interests, whether holders of Allowed General Unsecured Claims or the NCFE Entities, the Trustee may retain such amounts (i) necessary to meet contingent liabilities and to maintain the value of its non-cash assets until such assets are liquidated, (ii) pay reasonable, allowable professional fees and expenses, or have not been Allowed as of the Effective Date but which subsequently are Allowed (including, but not limited to, the expenses of the Trustee's and Estate's professional fees and expenses), (iii) fund the distribution to holders of Disputed Claims in accordance with the Plan if and to the extent such Claims subsequently are Allowed, (iv) satisfy other liabilities incurred by the Liquidating Trust in accordance with the Plan, and (v) retain other amounts as the Trustee deems necessary for future expense and fees. The Trustee may withhold from amounts distributable to any Person any and all amounts, determined in the Trustee's reasonable sole discretion, required by any law, regulation, rule, ruling, directive, or other governmental requirement. Nothing in this Trust Agreement shall be construed to require any holder of a Liquidating Trust Interest to disgorge any prior distributions received by such holder. Any

Distribution Assets which are undistributable in accordance with this Section 3.6(a) as of the termination of the Liquidating Trust hereof shall be distributed to a charitable organization that is exempt from federal income tax under section 501(c)(3) of the Tax Code and is described in Section 3.8(d) hereof.

(b) Manner of Payment or Distribution. All distributions made by the Trustee to holders of Liquidating Trust Interests shall be payable to the holders of Liquidating Trust Interests of record as of the 15th day prior to the date scheduled for the distribution, unless such day is not a Business Day, then such day shall be the following Business Day (the "Record Date"). If the distribution shall be in Cash, the Trustee shall distribute such Cash by wire, check, or such other method as the Trustee deems appropriate under the circumstances.

3.7 (a) Reserve Accounts for Disputed General Unsecured Claims and Disputed Patient Refund Claims. On and after the Effective Date, the Trustee shall hold in reserve (the "GUC Disputed Claims Reserve"), (i) solely from the 37.5% share of the Cash to be paid to holders of Allowed General Unsecured Claims and Allowed Patient Refund Claims, Cash in an aggregate amount sufficient to pay to each holder of a Disputed General Unsecured Claim or Disputed Patient Refund Claim the amount that such holder would be entitled to receive from the Liquidating Trust under this Trust Agreement if such Disputed General Unsecured Claim or Disputed Patient Refund Claim immediately became Allowed in full, and (ii) Liquidating Trust Interests representing the interests that such holders would be entitled to receive under this Trust Agreement if such Disputed Claim becomes Allowed in full. Net earnings from the GUC Disputed Claims Reserve shall be available generally for purposes of the Liquidating Trust, including the establishment of reserves and other applicable limitations. In no event shall the funding of GUC Claims Reserve reduce the amount of Cash to be paid to the holders of the NCFE Claim.

(b) Reserve Accounts for Other Disputed Claims. On and after the Effective Date, the Trustee shall hold Cash in one or more reserves (the "Other Disputed Claim Reserve(s)", and collectively referred to along with the GUC Claim Reserves as the "Disputed Claim Reserves") in an aggregate amount sufficient to pay to each holder of a Disputed Claim (other than a General Unsecured Claim, Patient Refund Claim, WC Claim or Claims assumed by a Reorganized Debtor) the amount that such holder would be entitled to receive under this Trust Agreement from the Liquidating Trust if such Disputed Claim immediately became Allowed in full. The Other Disputed Claim Reserve(s) will not be treated as a separate taxable entity for federal income tax purposes but the Other Disputed Claim Reserve(s) shall be liable for and provide payment for its share of all taxes, administrative costs and fees.

3.8 Duties of the Trustee. The intention of the parties is for the Liquidating Trust to constitute a "complex trust" rather than a "simple trust" so as to avoid mailing tax statements to holders of Liquidating Trust interests.

(a) Reporting Duties.

(i) The Trustee shall file returns for the Liquidating Trust as a grantor trust pursuant to Treasury Regulations Section 1.671-4(a) and in accordance with Section 6.6(n) of the Plan. The Trustee shall, unless the Trust Committee

instructs the Trustee otherwise, send to each record holder of a Liquidating Trust Interest within seventy-five (75) days following the end of each calendar year, a separate statement setting forth the holder's share of items of income, gain, loss, deduction, or credit and will instruct all such holders to report such items on their federal income tax returns (and state and local tax returns, as applicable) or to forward the appropriate information to the beneficial holders of record with instructions to report such items on their federal income tax returns(and state and local tax returns, as applicable). The Liquidating Trust's taxable income, gain, loss, deduction, or credit will be allocated (subject to Article VII of the Plan, relating to Disputed Claims) to the holders of Liquidating Trust Interests in accordance with their relative beneficial interests in the Liquidating Trust.

(ii) Subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary (including the receipt by the Trustee of a private letter ruling if the Trustee so requests one, or the receipt of an adverse determination by the Internal Revenue Service upon audit if not contested by the Trustee), the Trustee shall (i) treat any Distribution Assets allocable to or retained Disputed Claims Reserves as held by one or more discrete trusts for federal income tax purposes, consisting of separate and independent shares to be established in respect of each Disputed General Unsecured Claim, in accordance with the trust provisions of the Tax Code (section 641 *et seq.*), (ii) treat as taxable income or loss of the Disputed Claims Reserves, with respect to any given taxable year, the portion of the taxable income or loss of the Liquidating Trust that would have been allocated to the holders of Disputed Claims had such Claims been Allowed on the Effective Date (but only for the portion of the taxable year with respect to which such Claims are unresolved), (iii) treat as a distribution from the Disputed Claim Reserves any increased amounts distributed by the Liquidating Trust as a result of any Disputed Claims resolved earlier in the taxable year, to the extent such distributions relate to taxable income or loss of the Disputed Claim Reserves determined in accordance with the provisions of the Plan, and (iv) to the extent permitted by applicable law, report consistent with the foregoing for state and local income tax purposes. In accordance with the Plan, all holders of Liquidating Trust Interests shall report, for tax purposes, consistent with the foregoing.

(iii) The Trustee shall pay, out of the Distribution Assets, any taxes imposed on the Liquidating Trust or the Distribution Assets, including the Disputed Claim Reserves. In the event, and to the extent, any Cash retained on account of Disputed Claims in the Disputed Claim Reserves is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, Disputed Claims, such taxes shall be (i) reimbursed from any subsequent Cash amounts retained on account of Disputed Claims, or (ii) to the extent such Disputed Claims have subsequently been resolved, deducted from any amounts distributable by the Trustee as a result of the resolutions of such Disputed Claims.

(iv) The Trustee may request an expedited determination of taxes of the Liquidating Trust, including the Disputed Claim Reserves, under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Liquidating Trust for all taxable periods through the dissolution of the Liquidating Trust.

(v) The Trustee shall file (or cause to be filed) any other statements, returns or disclosures relating to the Liquidating Trust that are required by any governmental authority.

(b) Debtors' Tax Matters. In the event that an Alternative Court-Approved Proposal is approved by the Court, the Trustee: (i) shall be authorized to exercise all powers regarding the Debtors' tax matters, including filing tax returns, to the same extent as if the Trustee were the debtor in possession and the Trustee shall (A) complete and file as soon as possible, to the extent not previously filed, the Debtors' final federal, state, and local tax returns, (B) request an expedited determination of any unpaid tax liability of the Debtors under section 505(b) of the Bankruptcy Code for all tax periods of the Debtors ending after the Commencement Date through the liquidation of the Debtors as determined under applicable tax laws, to the extent not previously requested, and (C) represent the interest and account of the Debtors before any taxing authority in all matters, including, but not limited to, any action, suit, proceeding, or audit. In the event that the Recapitalization Proposal is approved by the Court, the Reorganized Debtors: (i) shall be authorized to exercise all powers regarding the Debtors' tax matters, including filing tax returns, and shall (A) complete and file as soon as possible, to the extent not previously filed, the Debtors' federal, state, and local tax returns with respect to Claims on account of which the Liquidating Trust is responsible for making distributions under the terms of the Plan, (B) request an expedited determination of any unpaid tax liability of the Debtors under section 505(b) of the Bankruptcy Code with respect to Claims on account of which the Liquidating Trust is responsible for making distributions under the terms of the Plan, and (C) represent the interest and account of the Debtors before any taxing authority in all matters, including, but not limited to, any action, suit, proceeding, or audit on account of which the Debtors or Liquidating Trust is responsible for making distributions under the terms of the Plan.

(c) Closing of Chapter 11 Cases. When all Disputed Claims filed against the Debtors have become Allowed Claims or have been disallowed by Final Order or withdrawn, and all of the Distribution Assets have been distributed in accordance with the Plan, the Trustee shall seek authority from the Court to close the Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules.

(d) Closing of Chapter 11 Cases by Charitable Gift. If at any time the Trustee determines, in reliance upon such professionals as the Trustee may retain, that the expense of administering the Liquidating Trust so as to make a final distribution to its beneficiaries is likely to exceed the value of the assets remaining in the Liquidating Trust, the Trustee shall apply to the Court for authority to (i) reserve any amounts necessary to close the Chapter 11 Cases, (ii) donate any balance to a charitable organization exempt from federal income tax under section 501(c)(3) of the Tax Code that is unrelated to any Debtor, the Liquidating Trust, the Trustee, and, if applicable, any insider of the Trustee, and (iii) close the Chapter 11 Cases in accordance with the Bankruptcy Code and Bankruptcy Rules. Notice of such application shall

be given electronically, to the extent practicable, in accordance with the January 23, 2003 order establishing notice procedures entered in the Chapter 11 Cases to (i) those parties who have filed requests for notices and whose electronic addresses remain current and operating, and (ii) to such other holders, if any, who have requested notice and provide the Trustee with addresses for electronic notice.

3.9 Compliance with Laws. Any and all distributions of Distribution Assets and proceeds of borrowings, if any, shall be in compliance with applicable laws, including, but not limited to, applicable federal and state securities laws.

ARTICLE IV

THE TRUSTEE

4.1 Generally. The Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purposes of this Liquidating Trust and not otherwise, except that the Trustee may deal with the Distribution Assets for his own account as permitted by Section 4.7 hereof.

4.2 Responsibilities of Trustee. Subject to Section 9.1 hereof, the Trustee shall, in an expeditious but orderly manner, liquidate and convert to Cash the Distribution Assets, make timely distributions and not unduly prolong the duration of the Liquidating Trust. In so doing, the Trustee will exercise his reasonable business judgment in liquidating the Distribution Assets. The liquidation of the Distribution Assets may be accomplished, in consultation with or at the direction of the Trust Committee, through the sale of Distribution Assets (in whole or in combination), including the sale of any Litigation Claim or through the prosecution or settlement of any or all Litigation Claims or through such other method(s) as the Trustee shall determine. In connection therewith, the Trustee will have the power to prosecute for the benefit of the Liquidating Trust all claims, rights, and Litigation Claims transferred to the Liquidating Trust, whether such suits are brought in the name of the Liquidating Trust, the Debtors or otherwise for the benefit of the holders of Liquidating Trust Interests. Any and all proceeds generated from such Distribution Assets shall be held by the Liquidating Trust. Except as expressly set forth herein, the Trustee shall have discretion to pursue or not to pursue any and all claims, rights or causes of action, as he determines are in the best interests of the holders of the Liquidating Trust Interests and consistent with the purposes of the Liquidating Trust, and shall have no liability for the outcome of his decision. The Trustee may incur any reasonable and necessary expenses in liquidating the Distribution Assets.

4.3 Liability of Trustee; Indemnification. None of the Trustee, his designees or professionals, or any duly designated agent or representative of the Trustee shall be liable for the act or omission of any other agent or representative of the Trustee, nor shall the Trustee, his designees or professionals be liable for any act or omission taken or omitted to be taken in his capacity as the Trustee, designee or professional, other than acts or omissions resulting from their individual and respective willful misconduct, gross negligence, bad faith, self-dealing, breach of fiduciary duty, or ultra vires acts. The Trustee may, in connection with the performance of his functions, and in his sole and absolute discretion, consult with his attorneys, accountants, financial advisors and agents, and shall not be liable for any act taken, omitted to be

taken, or suffered to be done in accordance with advice or opinions rendered by such Persons. Notwithstanding such authority, the Trustee shall not be under any obligation to consult with his attorneys, accountants, financial advisors, or agents, and his determination not to do so shall not result in the imposition of liability on the Trustee or, as applicable, his designees, unless such determination is based on willful misconduct, gross negligence, bad faith, self-dealing, breach of fiduciary duty, or ultra vires acts. The Liquidating Trust shall indemnify and hold harmless the Trustee, his designees and professionals, and all duly designated agents and representatives thereof (in their capacity as such), from and against and in respect of all liabilities, losses, damages, claims, costs, and expenses, including, but not limited to, attorneys' fees and costs arising out of or due to their actions or omissions, or consequences of such actions or omissions with respect to the Liquidating Trust or the implementation or administration of the Plan; provided, however, that no such indemnification will be made to such Persons for such actions or omissions as a result of willful misconduct, gross negligence, bad faith, self-dealing, breach of fiduciary duty, or ultra vires acts.

4.4 Reliance by Trustee. Except as otherwise provided in Section 4.3 hereof:

(a) the Trustee may rely, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by him to be genuine and to have been signed or presented by the proper party or parties; and

(b) Persons dealing with the Trustee shall look only to the Distribution Assets to satisfy any liability incurred by the Trustee to such person in carrying out the terms of this Trust Agreement, and the Trustee shall have no personal obligation to satisfy any such liability.

4.5 Investment and Safekeeping of Distribution Assets. The right and power of the Trustee to invest Distribution Assets, the proceeds thereof, or any income earned by the Liquidating Trust, shall be limited to the right and power that a liquidating trust, within the meaning of Treasury Regulations Section 301.7701-4(d), is permitted to hold, pursuant to the Treasury Regulations.

4.6 Authorization to Expend and Reserve Distribution Assets. The Trustee may expend and reserve the Distribution Assets necessary (i) to meet contingent liabilities and to maintain the value of its non-cash assets until such assets are liquidated, (ii) pay reasonable administrative expenses of the Debtors and the Liquidating Trust that are the Liquidating Trust's responsibility under the Plan and that have not been paid (including professional fees and expenses), or have not been Allowed as of the Effective Date but which subsequently are Allowed (including, but not limited to, the expenses of the Liquidating Trustee and professional fees and expenses), (iii) fund the distribution to holders of Disputed Claims if and to the extent such Disputed Claims subsequently are Allowed and (iv) satisfy other liabilities incurred by the Liquidating Trust in accordance with the Plan; provided, that, in no event shall the funding of the GUC Claims Reserve or any other reserve for Disputed General Unsecured Claims or Disputed Patient Refund Claims reduce the amount of Cash to be paid to the holders of the NCFE Claim.

4.7 Expense Reimbursement and Compensation.

(a) The Distribution Assets shall be subject to the claims of the Trustee, and the reasonable costs and expenses of the Liquidating Trust, including the reasonable fees and expenses of the Trustee and his retained professionals, and shall be paid out of the Distribution Assets. Subject to the prior approval of 2/3 of the Trust Committee or Final Order of the Court, the Trustee shall be entitled to reimburse himself out of any available Cash in the Liquidating Trust, for his reasonable and actual out-of-pocket expenses and for any and all loss, liability, expense, or damage which the Trustee, designee or professional may sustain in good faith and without willful misconduct, gross negligence, or fraud in the exercise and performance of any of the powers and duties stated in furtherance of, this Trust Agreement. The Trustee shall return any such advances made in connection with any loss, liability, expense, or damage determined by a court of competent jurisdiction to be sustained in bad faith or with willful misconduct, gross negligence, or fraud. As compensation for the performance of his duties, the Trustee will be entitled to reasonable compensation as determined by the Trust Committee. The Trustee may be compensated on a *nunc pro tunc* basis, prior to the Effective Date. Such costs and expenses shall be considered administrative costs of the Debtors' estates.

(b) If the Cash in the Liquidating Trust shall be insufficient to compensate and reimburse the Trustee, including any professionals retained by the Trustee for any amounts to which they are entitled hereunder, then the Trustee is hereby authorized to reduce to Cash that portion of the Distribution Assets necessary so as to effect such compensation and reimbursement.

4.8 No Bond. The Trustee shall serve without bond unless otherwise approved by a majority of the Trust Committee.

4.9 Confidentiality. The Trustee shall, during the period that he serves as Trustee under this Trust Agreement and for a period of twelve (12) months following the termination of this Trust Agreement, hold strictly confidential and not use for personal gain any material, non-public information of or pertaining to any entity to which any of the Distribution Assets relates or of which he has become aware in his capacity as Trustee, except as otherwise required by law.

ARTICLE V

SUCCESSOR TRUSTEE

5.1 Removal. The Trustee may be removed, without cause, by the unanimous affirmative vote of the Trust Committee Representatives at a meeting of the Trust Committee called for the purpose of removing the Trustee. The Trustee may be removed, with cause, by the affirmative vote of 2/3 of the Trust Committee Representatives at a meeting of the Trust Committee called for the purpose of removing the Trustee, provided that in such a case the Trustee or a Trust Committee Representative may seek, within 10 business days after such action to remove the Trustee for cause, an order of the Court preventing the Trustee's removal for cause. Such an order shall be effective to prevent the Trustee's removal only if it is entered within 30 days after the 2/3 affirmative vote to remove the Trustee for cause. The term "cause" shall mean (a) the willful failure to obtain the authority of or act at the direction of the Trust

Committee pursuant to Section 9.1 of this Trust Agreement with respect to a material matter; (b) persistent inattention to his duties under this Trust Agreement; (c) acts amounting to gross negligence or willful misconduct and thereby causing a detriment to the Liquidating Trust; (d) misappropriation of any opportunity of the Liquidating Trust; (e) dishonesty; (f) fraud; (g) misappropriation of funds for personal gain or in violation of any law, judgment, decree, order of any governmental authority; (h) a material breach of this Trust Agreement; or (i) being indicted or similarly charged by applicable governmental authorities with, or being convicted of, a felony. Such removal shall become effective on the date action is taken by the Trust Committee Representatives, unless challenged by the Trust Committee Representative or Trustee, in which case removal will become effective if no order staying removal is entered within 30 days from the date of the subject removal vote.

5.2 Resignation. The Trustee may resign by giving not less than ninety (90) days' prior written notice thereof to the Trust Committee. Such resignation shall become effective on the later to occur of: (i) the day specified in such notice, and (ii) the appointment of a successor by a majority of the Trust Committee Representatives and the acceptance by such successor of such appointment. If a successor Trustee is not appointed or does not accept its appointment within ninety (90) days following delivery of notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

5.3 Appointment of Successor Trustee. In the event of the death (in the case of a Trustee that is a natural person), dissolution (in the case of a Trustee that is not a natural person), resignation pursuant to Section 5.2 hereof, incompetency, or removal of the Trustee pursuant to Section 5.1 hereof, (i) within the first six months after the Effective Date, the successor Trustee shall be Neil Demchick and (ii) thereafter a 2/3 vote of the Trust Committee Representatives may appoint a successor Trustee, provided that the Successor Trustee is acceptable to the Committee Trust Representative and the Reorganized Debtors, in each case which consent shall not be unreasonably withheld. Such appointment shall specify the date on which such appointment shall be effective. Every successor Trustee appointed hereunder shall execute, acknowledge, and deliver to the Bankruptcy Court and to the retiring Trustee an instrument accepting the appointment under this Trust Agreement and agreeing to be bound thereto, and thereupon the successor Trustee, without any further act, deed, or conveyance, shall become vested with all rights, powers, trusts, and duties of the retiring Trustee; provided, however, that a removed or resigning Trustee shall, nevertheless, when requested in writing by the successor Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Trustee under the Liquidating Trust all the estates, properties, rights, powers, and trusts of such predecessor Trustee.

ARTICLE VI

REPORTS TO HOLDERS OF LIQUIDATING TRUST INTERESTS

6.1 Securities Laws, Tax and Other Reports to Holders of Liquidating Trust Interests.

(a) Securities Laws. Under section 1145 of the Bankruptcy Code, the issuance of Liquidating Trust Interests under the Plan shall be exempt from registration under the Securities Act of 1933, as amended, and applicable state and local laws requiring registration of

securities. If the Trustee determines, with the advice of counsel, that the Liquidating Trust is required to comply with the registration and reporting requirements of the Securities Exchange Act of 1934, as amended, or the Investment Company Act of 1940, as amended, then the Trustee shall take any and all actions to comply with such reporting requirements and file periodic reports with the Securities and Exchange Commission.

(b) Other Reporting. As soon as practicable after the end of each calendar year beginning with the calendar year ending December 31, 2004, and as soon as practicable upon termination of the Liquidating Trust, the Trustee shall make available upon request to each holder of Liquidating Trust Interests appearing on his records as of the end of such period or such date of termination a written report including: (i) financial statements of the Liquidating Trust for such period, and, if the end of a calendar year, a report (which, in consultation with or at the direction of the Trust Committee, may be prepared by an independent certified public accountant employed by the Trustee) reflecting the result of such agreed upon procedures relating to the financial accounting administration of the Liquidating Trust as proposed by the Trustee; (ii) a description of any action taken by the Trustee in the performance of his duties which materially affects the Liquidating Trust and of which notice has not previously been given to the holders of Liquidating Trust Interests; (iv) the status of the claims and causes of action assigned to the Liquidating Trust; and (v) a description of the progress of converting Distribution Assets to Cash and making distributions to holders of Liquidating Trust Interests and any other material information relating to the Distribution Assets and the administration of the Liquidating Trust. The Trustee may post any such report on a web site maintained by the Trustee in lieu of actual notice to holders of Liquidating Trust Interests (unless otherwise required by law).

(c) Annual Plan and Budget. If instructed by the Trust Committee by majority vote, the Trustee shall prepare and submit to the Trust Committee for approval an annual plan and budget at least 30 days prior to the commencement of each fiscal year of the Liquidating Trust, provided, however, that the first such report shall be submitted no later than 60 days after the Effective Date of the Plan date hereof. Such annual plan and budget shall set forth in reasonable detail: (i) the Trustee's anticipated actions to administer and liquidate the Distribution Assets, including those actions pursuant to Sections 3.2 and 4.2 of this Trust Agreement; and (ii) the anticipated expenses, including professional fees, associated with conducting the affairs of the Liquidating Trust. Such annual plan and budget shall be updated and submitted to the Trust Committee for review and approval on a quarterly basis, and each such quarterly update shall reflect the differences between the anticipated actions described in the annual report and actual operations of the Liquidating Trust to date. All actions by the Trustee must be consistent with the plan and budget, as updated on a quarterly basis.

(d) Tax Reporting. If instructed by the Trust Committee by majority vote, within seventy-five (75) days following the end of each calendar year, the Trustee shall submit to each holder of a Liquidating Trust Interest appearing on his records during such year a separate statement setting forth the information necessary for such holder to determine his share of items of income, gain, loss, deduction, or credit and will instruct each holder to report such items on its federal income tax returns (and state and local tax returns, as applicable) or to forward the appropriate information to the beneficial holders with instructions to report such items on their federal income tax returns (or state and local tax returns, as applicable).

ARTICLE VII

TERMINATION OF LIQUIDATING TRUST

7.1 Termination of Liquidating Trust. The Trustee and the Liquidating Trust shall be discharged or dissolved, as the case may be, at such time as (i) all Disputed Claims have been resolved, (ii) all Distribution Assets have been liquidated, and (iii) all distributions required to be made by the Trustee under the Plan have been made, but in no event shall the Liquidating Trust be dissolved later than five (5) years from the Effective Date unless the Court, upon motion within the six (6) month period prior to the fifth (5th) anniversary (and, in the case of any extension, within six (6) months prior to the end of such extension), determines that a fixed period extension (not to exceed three (3) years, together with any prior extensions, without a favorable letter ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the Liquidating Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the recovery and liquidation of the Distribution Assets or the dissolution of the Debtors. The Trustee shall not unduly prolong the duration of the Liquidating Trust and shall at all times endeavor to resolve, settle, or otherwise dispose of all claims that constitute Distribution Assets and to effect the distribution of the Distribution Assets to the holders of the Liquidating Trust Interests in accordance with the terms hereof and terminate the Liquidating Trust as soon as practicable. Prior to and upon termination of the Liquidating Trust, the Distribution Assets will be distributed to the holders of Liquidating Trust Interests, pursuant to the provisions set forth in Section 3.6 hereof. If any Distribution Assets are not duly claimed, such Distribution Assets will be redistributed to all other holders of Liquidating Trust Interests receiving Distribution Assets pursuant to Section 3.6 hereof. Thereafter, if there are still any Distribution Assets not duly claimed, such Distribution Assets will be disposed of in accordance with applicable law.

ARTICLE VIII

AMENDMENT AND WAIVER

8.1 Amendment and Waiver. Any substantive provision of this Trust Agreement may be amended or waived by the Trustee, upon notice and unanimous approval of the Trust Committee Representatives or by approval of the Court. Technical amendments to this Trust Agreement may be made, as necessary to clarify this Trust Agreement or enable the Trustee to effectuate the terms of this Trust Agreement, by the Trustee in each case with approval by majority of the Trust Committee Representatives. Notwithstanding this Section 8.1, any amendments of this Trust Agreement shall not be inconsistent with the purpose and intention of the Liquidating Trust to liquidate in an expeditious but orderly manner the Distribution Assets in accordance with Treasury Regulations Section 301.7701-4(d) and Section 3.1 hereof.

ARTICLE IX

9.1 Authority of the Trust Committee. In connection with the administration of the Liquidating Trust, the Trust Committee shall oversee, and, if approved by 2/3 of the Trust Committee Representatives, direct the Trustee on any of the matters set forth in this Trust Agreement, including, without limitation, the matters set forth in Sections 3.2 and 4.2 hereof.

Notwithstanding the prior sentence, the Trustee, upon the advice of counsel, may refuse to follow any direction that conflicts with law, this Trust Agreement or the Plan.

9.2 General Unsecured Claims Issues. Notwithstanding anything to the contrary in Section 9.1 above, the Committee Trust Representative shall have the sole ability to direct the Trustee or approve of the Trustee's actions concerning the treatment, prosecution or other resolution of General Unsecured Claims.

9.3 Compensation of Trust Committee Representatives. Each Trust Committee Representative shall be compensated for his-time expended in Trust matters at the hourly rate such person charges for services to his/her other clients, plus reasonable and actual out-of-pocket expenses. If such Trust Committee Representative does not normally charge an hourly rate, the rate shall be set at $300.00 hour, or as otherwise determined by the Trustee and the other Trust Committee Representatives. All Trust Committee Representative compensation (fees and expenses) shall be paid solely from Distribution Assets.

9.4 Removal. The NCFE Entities may remove an NCFE Trust Representative at any time, with or without cause, and the Committee may remove the Committee Trust Representative at any time, with or without cause. Such removal shall become effective on the date action is taken by the NCFE Entities or the Committee, as applicable.

9.5 Resignation. A Trust Committee Representative may resign by giving not less than fifteen (15) days' prior written notice thereof to the Trustee and the other Trust Committee Representatives. Such resignation shall become effective on the later to occur of: (i) the day specified in such notice; and (ii) the appointment of a successor pursuant to Section 9.6 below.

9.6 Appointment of a Successor Trust Committee Representative. In the event of the death (in the case of a Trust Committee Representative that is a natural person), dissolution (in the case of a Trust Committee Representative that is not a natural person), removal pursuant to Section 9.4 hereof, incompetency or resignation of a Trust Committee Representative pursuant to Section 9.5 hereof, the NCFE Entities shall appoint a successor to any NCFE Trust Representative, and the Committee shall appoint a successor to any Committee Trust Representative. Such appointment shall specify the date on which such appointment shall be effective. Every successor Trust Committee Representative appointed hereunder shall execute, acknowledge and deliver to the Trustee and other Trust Committee Representatives an instrument accepting the appointment under this Trust Agreement and agreeing to be bound thereto, and thereupon the successor Trust Committee Representative without any further act, deed, or conveyance, shall become vested with all rights, powers, trusts, and duties of the retiring Trust Committee Representative; provided, however, that a resigning Trust Committee Representative shall, nevertheless, when requested in writing by the Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Trust Committee Representative under the Liquidating Trust all the estates, properties, rights, powers and trust of such predecessor Trust Committee Representative.

9.7 Liability of Trust Committee Representative: Indemnification. None of the Trust Committee Representatives, his designees or any duly designated agent or representative of the Trust Committee Representative shall be liable for the act or omission of any other agent or

representative of the Trust, nor shall the Trust be liable for any act or omission taken or omitted to be taken in his capacity as Trust Committee Representative, other than acts or omissions resulting from the Trust Committee Representatives willful misconduct, gross negligence, bad faith, self-dealing, breach of fiduciary duty, or ultra vires acts. Each Trust Committee Representative may, in connection with the performance of his functions, and in his sole and absolute discretion, consult with attorneys, accountants, financial advisors and agents of the Trust, and shall not be liable for any act taken, omitted to be taken or suffered to be done in accordance with advice or opinions rendered by such Persons. Notwithstanding such authority, the Trust Committee Representative shall not be under any obligation to consult with said attorneys, accountants, financial advisors, or agents, and his determination not to do so shall not result in the imposition of liability on the Trust Committee Representative or, as applicable, his designees, unless such determination is based on willful misconduct, gross negligence, bad faith, self-dealing, breach of fiduciary duty, or ultra vires acts. The Liquidating Trust shall indemnify and hold harmless the Trustee, each Trust Committee Representative and its designees, and all duly designated agents and representatives thereof (in their capacity as such), from and against and in respect of, and shall provide appropriate insurance covering (if approved by the Trust Committee), all liabilities, losses, damages, claims, costs, and expenses, including, but not limited to, attorneys' fees and costs arising out of or due to their actions or omissions, or consequences of such actions or omissions with respect to the Liquidating Trust or the implementation or administration of the Plan; provided, however, that no such indemnification will be made to such Persons for such actions or omissions as a result of willful misconduct, gross negligence, bad faith, self-dealing, breach of fiduciary duty, or ultra vires acts.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 Intention of Parties to Establish Liquidating Trust. This Trust Agreement is intended to create a liquidating trust for federal income tax purposes and, to the extent provided by law, shall be governed and construed in all respects as such a trust and any ambiguity herein shall be construed consistent herewith and, if necessary, this Trust Agreement may be amended to comply with such federal income tax laws, which amendments may apply retroactively.

10.2 Preservation of Privilege and Defenses. Any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Liquidating Trust shall vest in the Trustee and his representatives, and the Debtors and the Trustee are authorized to take all necessary actions to effectuate the transfer of such privileges and available defenses.

10.3 Laws as to Construction. Except to the extent the Bankruptcy Code or Bankruptcy Rules are applicable, this Trust Agreement shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and, to the extent there is no applicable federal law, the domestic laws of the District of Columbia, without giving effect to the principles of conflicts of law thereof. All references to the masculine shall include both the masculine and feminine.

10.4 Severability. If any provision of this Trust Agreement or the application thereof to any Person or circumstance shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Trust Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provisions of this Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

10.5 Notices. Any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if personally delivered or sent by mail, postage prepaid, or by telecopy addressed to the person for whom such notice is intended as follows (or such other address as may be designated by notice given in accordance with this Section 10.5):

If to the Trustee: Sam J. Alberts, Esq.
1333 New Hampshire Avenue, N.W.
Washington, D.C. 20036

with copies to:

Martin Cohen
FTI Consulting
1201 I Street, NW
Suite 400
Washington D.C. 20005

David Coles
Alvarez & Marsal, LLP
101 East 52nd St.
New York, NY 10022

Jerry Carter
Healthcare Management Resources, LLC
P.O. Box 1709
Hendersonville TN 37077

If to a holder of a Liquidating Trust Interest:

To the name and address set forth on the registry maintained by the Trustee.

10.6 Headings. The section headings contained in this Trust Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Trust Agreement or any term or provision hereof.

10.7 Relationship to the Plan. The principal purpose of this Trust Agreement is to aid in the implementation of the Plan and therefore this Trust Agreement incorporates the provisions of the Plan. To that end, the Trustee shall have full power and authority to take any action

consistent with the purpose and provisions of the Plan, and to seek any orders from the Court in furtherance of implementation of the Plan and this Trust Agreement. If any provisions of this Trust Agreement are found to be inconsistent with the provisions of the Plan, the provisions of this Trust Agreement shall control.

10.8 Resolution of Bankruptcy Avoidance Actions. The Trust Committee shall adopt guidelines regarding the Trustee's authority and discretion to prosecute, settle or otherwise resolve any claims or causes of actions under Sections 542 through 553 of the Bankruptcy Code assigned to the Trust. With respect to any settlement or other resolution of a Bankruptcy Avoidance Claim, the Trustee is to make all efforts to structure the recovery on such claim to eliminate any Bankruptcy Code Section 502(h) replacement claim. In addition, the Trustee is to endeavor to eliminate, or if complete elimination cannot occur, reduce to the maximum permissible extent any Allowed Claim that might otherwise be held by any such Bankruptcy Avoidance Action defendant or target. The Trust Committee is authorized to approve all settlements or other resolutions. The Trust Committee is permitted to adopt any guidelines concerning the governance of avoidance actions, provided that such guidelines do not conflict with the terms set forth in this paragraph and are adopted by 2/3 affirmative vote of the Trust Committee of which one affirmative vote is required to be from the Committee Trust Representative.

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Trust Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers all as of the date first above written.

DOCTORS COMMUNITY HEALTHCARE CORPORATION

By: _____
Name:
Title:

GREATER SOUTHEAST COMMUNITY HOSPITAL CORPORATION I
PACIN HEALTHCARE-HADLEY MEMORIAL HOSPITAL CORPORATION
MICHAEL REESE MEDICAL CENTER CORPORATION
PACIFICA HOSPITAL OF THE VALLEY CORPORATION
PINE GROVE HOSPITAL CORPORATION

BY: DOCTORS COMMUNITY HEALTHCARE CORPORATION, as agent for each of the foregoing entities

By: _____
Name:
Title:

_____
[_____], as Trustee

By: _____
National Century Enterprises, Inc. (on behalf of itself and the other NCFE Entities)
Name:
Title:

By: _____
Official Committee of Unsecured Creditors
Name:
Title

BY: DOCTORS COMMUNITY HEALTHCARE CORPORATION, as agent for each of the foregoing entities

By: _____
Name:
Title:

_____
[_____], as Trustee

By: _____
National Century Enterprises, Inc. (on behalf of itself and the other NCFE Entities)
Name:
Title:

By: _____
Official Committee of Unsecured Creditors
Name:
Title

By: LIST SUBJECT PARTIALLY RELEASED PARTIES AND ALL MUST SIGN