

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR CHANGE OF OWNERSHIP EXEMPTION

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

ORIGINAL**Facility/Project Identification**

Facility Name: West Suburban Medical Center		
Street Address: 3 Eire Court		
City and Zip Code: Oak Park 60302		
County: Cook	Health Service Area: 7	Health Planning Area: A-06

Legislators

State Senator Name: Don Harmon
State Representative Name: Camille Lilly

Applicant(s) [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name: Pipeline Health System, LLC
Street Address: 898 N. Sepulveda Boulevard, Suite 500
City and Zip Code: El Segundo, CA 90245
Name of Registered Agent: Registered Agent Solutions, Inc.
Registered Agent Street Address: 9 E. Loockeman Street, Suite 311
Registered Agent City and Zip Code: Dover, DE 19901
Name of Chief Executive Officer: Jim Edwards
CEO Street Address: 898 N. Sepulveda Boulevard, Suite 500
CEO City and Zip Code: El Segundo, CA 90245
CEO Telephone Number: (213) 694-4861

Type of Ownership of Applicants

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership	
<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental	
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other

- o Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
- o Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

APPEND DOCUMENTATION AS ATTACHMENT 1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.**Primary Contact** [Person to receive ALL correspondence or inquiries]

Name: Anne M. Murphy
Title: Attorney
Company Name: Arent Fox LLP
Address: Prudential Tower, 800 Boylston Street, 32 nd Floor, Boston, MA 02199
Telephone Number: (617) 973-6246
E-mail Address: Anne.Murphy@arentfox.com
Fax Number: (617) 367-2315

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Name of Registered Agent: Registered Agent Solutions, Inc.
Registered Agent Street Address: 9 E. Loockeman Street, Suite 311
Registered Agent City and Zip Code: Dover, DE 19901
Name of Chief Executive Officer: Joseph Ottolino
CEO Street Address: 3 Eire Court
CEO City and Zip Code: Oak Park, IL 60302
CEO Telephone Number: (630) 667-6890

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<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership	
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Telephone Number: (617) 973-6246
E-mail Address: Anne.Murphy@arentfox.com
Fax Number: (617) 367-2315

Additional Contact [Person who is also authorized to discuss the Application]

Name:
Title:
Company Name:
Address:
Telephone Number:
E-mail Address:
Fax Number:

Post Exemption Contact

[Person to receive all correspondence subsequent to exemption issuance-THIS PERSON MUST BE EMPLOYED BY THE LICENSED HEALTH CARE FACILITY AS DEFINED AT 20 ILCS 3960]

Name: Joseph Ottolino
Title: Chief Executive Officer
Company Name: Pipeline—West Suburban Medical Center, LLC
Address: 3 Eire Court Oak Park, IL 60302
Telephone Number: (630) 667-6890
E-mail Address: jottolin@westsubmc.com
Fax Number:

Site Ownership after the Project is Complete

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: West Suburban Property Holdings, LLC
Address of Site Owner: 898 N. Sepulveda Boulevard, Suite 500, El Segundo, CA 90245
Street Address or Legal Description of the Site: Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statements, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of Intent to lease, or a lease.
APPEND DOCUMENTATION AS ATTACHMENT 2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Current Operating Identity/Licensee

[Provide this information for each applicable facility and insert after this page.]

Exact Legal Name: Pipeline-West Suburban Medical Center, LLC
Address: 3 Eire Court Oak Park, IL 60302
<input type="checkbox"/> Non-profit Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> For-profit Corporation <input type="checkbox"/> Governmental <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other

Operating Identity/Licensee after the Project is Complete

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Exact Legal Name: Pipeline-West Suburban Medical Center, LLC
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- | | |
|---|--|
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| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Sole Proprietorship |
| | <input type="checkbox"/> Other |

- o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.
- o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.
- o Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.

APPEND DOCUMENTATION AS ATTACHMENT 3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Organizational Relationships

Provide (for each applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.

APPEND DOCUMENTATION AS ATTACHMENT 4, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

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Narrative Description

In the space below, provide a brief narrative description of the change of ownership. Explain **WHAT** is to be done in **State Board defined terms**, **NOT WHY** it is being done. If the project site does NOT have a street address, include a legal description of the site.

Pipeline Health System, LLC (“PHS”), SRC Hospital Investments II, LLC (“SRC”) and Pipeline — West Suburban Medical Center, LLC (“WSMC OpCo”) hereby seek a Certificate of Exemption (“COE”) from the Illinois Health Facilities and Services Review Board (the “Review Board”) to allow consummation of a proposed corporate restructuring transaction (the “Transaction”) that will cause PHS to assume ultimate corporate control of WSMC OpCo.

WSMC OpCo is a wholly owned subsidiary of SRC. The current SRC interest holders include several LLC entities and individuals, none of whom holds 50% or greater ownership or control interest in SRC (the “SRC Interest Holders”) (See Attachment 3 for a list of persons currently owning a 5% or greater interest in SRC).

The net effect of the transaction will be to bring SRC and WSMC OpCo into the centralized corporate structure of the national Pipeline operations, for which PHS serves as the ultimate parent entity.

WSMC OpCo is the licensee of West Suburban Medical Center (“WSMC”), a 234-bed general acute care hospital located at 3 Eire Court, Oak Park, Illinois 60302. SRC acquired WSMC in early 2019, along with the assets of two other Chicago-area hospitals and affiliated operations, for a total purchase price of Seventy Million Dollars (\$70,000,000.00). As part of that transaction, the real estate and buildings on which WSMC is located were acquired by West Suburban Property Holdings, LLC (“WSMC PropCo”), a Delaware limited liability company.

WSMC OpCo entered into a multi-year lease with WSMC PropCo for the WSMC site. Under the lease terms, WSMC OpCo pays fair market value rent and is responsible for all costs and expenses associated with the land, buildings, and other real estate comprising the WSMC campus.

WSMC PropCo is not involved in WSMC operations or care delivery. As a result, WSMC PropCo is not an applicant in this COE application.

SRC calculates that the current value of all West Suburban assets, including the land and buildings, is \$49.3 million. This valuation includes a separate campus in River Forest that is the site of a medical office building and is not part of hospital operations. After deducting the value of the River Forest campus, the remaining value of West Suburban real estate and equipment assets is \$33.3 million. Based upon the real estate lease with WSMC PropCo, the WSMC campus real estate is valued at \$27.2 million. The fair market value of the WSMC equipment is \$6.1 million.

Under the proposed reorganization, Pipeline Health System Holdings, LLC (“PHSH”) will become the sole member and interest holder of SRC. The sole member and interest holder of PHSH will be PHS. DFP Opco LLC and Deerfield PH Holdings IV, L.P. (collectively, the “Investing Owners”) will own respectively, 34.40% and 36.20% in membership interest of PHS. The Investing Owners will indirectly own, in the aggregate, 70.60% of Weiss OpCo after the reorganization. Pipeline Hospital Holdings, LLC (“PHH”) will indirectly own 29.40% of the membership interest in WSMC OpCo. Certain owners of PHH and the Investing Owners will indirectly own 5% or more of WSMC OpCo, as reflected in Attachment 3. (PHS and the Investing Owners referred to, collectively, as the “PHS Owners”).

Following completion of the transaction, SRC will be a wholly-owned subsidiary of PHSH, a Delaware limited liability company. PHSH will be a wholly owned subsidiary of PHS, a Delaware limited liability company. PHS will be owned in part by PHH, a Delaware limited liability company, and in part by the Investing Owners. Organizational charts depicting the current corporate structure for SRC and WSMC OpCo, and pertinent aspects of the proposed

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CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 10/2018 Edition

Transaction, are shown at Attachment 4 of Section 1. WSMC OpCo will continue as hospital licensee of WSMC following completion of the Transaction.

None of the PHS Owners will hold a 50% or greater ownership interest in PHS and none of the PHS Owners will hold a 50% or greater ownership or control interest in WSMC OpCo after completion of the Transaction. Simultaneous with this application, PHS and Pipeline—Weiss Hospital LLC (“Weiss”), a wholly owned subsidiary of SRC that is the licensee of Louis A. Weiss Memorial Hospital, are submitting a COE application to the Review Board because the Transaction will also affect the ownership of Weiss.

The Transaction is contingent upon approval by the Review Board. The Transaction is currently scheduled to close on or before March 31, 2020, subject to the Review Board granting this COE and the COE for Weiss.

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Related Project Costs N/A

Provide the following information, as applicable, with respect to any land related to the project that will be or has been acquired during the last two calendar years:

Land acquisition is related to project	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Purchase Price: \$	_____	
Fair Market Value: \$	_____	

Project Status and Completion Schedules

Outstanding Permits: Does the facility have any projects for which the State Board issued a permit that is not complete? Yes ___ No X. If yes, indicate the projects by project number and whether the project will be complete when the exemption that is the subject of this application is complete.

Anticipated exemption completion date (refer to Part 1130.570): _____

State Agency Submittals

Are the following submittals up to date as applicable:

- Cancer Registry
- APORS
- All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
- All reports regarding outstanding permits

Failure to be up to date with these requirements will result in the Application being deemed incomplete.

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 10/2018 Edition

CERTIFICATION

The Application must be signed by the authorized representatives of the applicant entity. Authorized representatives are:

- o in the case of a corporation, any two of its officers or members of its Board of Directors;
- o in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- o in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- o in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- o in the case of a sole proprietor, the individual that is the proprietor.

This Application is filed on the behalf of Pipeline Health System, LLC

in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this Application on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the fee required for this application is sent herewith or will be paid upon request.

SIGNATURE

Nicholas Orzano
PRINTED NAME

Manager
PRINTED TITLE

SIGNATURE

Mark Bell
PRINTED NAME

Manager
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 6th day of January 2020

Signature of Notary

Seal



Notarization:
Subscribed and sworn to before me
this ____ day of January 2020

Signature of Notary

Seal

*Insert the EXACT legal name of the applicant

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SIGNATURE

SIGNATURE

Nicholas Orzano
PRINTED NAME

Mark Bell
PRINTED NAME

Manager
PRINTED TITLE

Manager
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this ____ day of January 2020

Notarization:
Subscribed and sworn to before me
this ____ day of January 2020

(SEE ATTACHED)

Signature of Notary

Signature of Notary

Seal

Seal

*Insert the EXACT legal name of the applicant

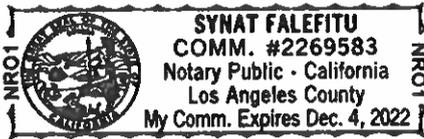
CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

Subscribed and sworn to (or affirmed) before me on this 8 day
of January, 2020, by Mark Bell

proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me.



(Seal)

Signature [Handwritten Signature]

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

This certificate is attached to a document titled/for the purpose of

Illinois Health Facilities and Services
Review Board Change of Ownership
Application for Exemption - 10/2018
Edition

containing pages, and dated 1/8/2020

Additional Information
Method of Affiant Identification
Proved to me on the basis of satisfactory evidence:
[X] form(s) of identification [] credible witness(es)
Notarial event is detailed in notary journal on:
Page # 9 Entry # 3
Notary contact:
Other
[] Affiant(s) Thumbprint(s) [] Describe:

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[Signature]
SIGNATURE
SRC Hospital Investments II, LLC, its sole manager
By: Nicholas Orzano
PRINTED NAME

Co-President
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 6th day of January 2020

[Signature]
Signature of Notary

Seal



SIGNATURE

PRINTED NAME

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this _____ day of _____

Signature of Notary

Seal

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PRINTED TITLE

SIGNATURE _____

Jim Edwards
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Member
PRINTED TITLE

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PRINTED NAME

Manager

PRINTED TITLE

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Signature of Notary

Seal



SIGNATURE

Jim Edwards

PRINTED NAME

Member

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 6th day of January 2020



Signature of Notary

Seal

Commonwealth of Pennsylvania - Notary Seal
Jessica Seferyn, Notary Public
Luzerne County
My commission expires April 24, 2023
Commission number 1351290
Member, Pennsylvania Association of Notaries

*Insert the EXACT legal name of the applicant

SECTION II. BACKGROUND.**BACKGROUND OF APPLICANT**

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.
2. A listing of all health care facilities currently owned and/or operated in Illinois, by any corporate officers or directors, LLC members, partners, or owners of at least 5% of the proposed health care facility.
3. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant, directly or indirectly, during the three years prior to the filing of the application. Please provide information for each applicant, including corporate officers or directors, LLC members, partners and owners of at least 5% of the proposed facility. A health care facility is considered owned or operated by every person or entity that owns, directly or indirectly, an ownership interest.
4. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to: official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**
5. If, during a given calendar year, an applicant submits more than one Application, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest that the information was previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

APPEND DOCUMENTATION AS ATTACHMENT 5, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-4) MUST BE IDENTIFIED IN ATTACHMENT 5.

SECTION III. CHANGE OF OWNERSHIP (CHOW)**Transaction Type. Check the Following that Applies to the Transaction:**

- Purchase resulting in the issuance of a license to an entity different from current licensee.
- Lease resulting in the issuance of a license to an entity different from current licensee.
- Stock transfer resulting in the issuance of a license to a different entity from current licensee.
- Stock transfer resulting in no change from current licensee.
- Assignment or transfer of assets resulting in the issuance of a license to an entity different from the current licensee.
- Assignment or transfer of assets not resulting in the issuance of a license to an entity different from the current licensee.
- Change in membership or sponsorship of a not-for-profit corporation that is the licensed entity.
- Change of 50% or more of the voting members of a not-for-profit corporation's board of directors that controls a health care facility's operations, license, certification or physical plant and assets.
- Change in the sponsorship or control of the person who is licensed, certified or owns the physical plant and assets of a governmental health care facility.
- Sale or transfer of the physical plant and related assets of a health care facility not resulting in a change of current licensee.
- Change of ownership among related persons resulting in a license being issued to an entity different from the current licensee
- Change of ownership among related persons that does not result in a license being issued to an entity different from the current licensee.
- Any other transaction that results in a person obtaining control of a health care facility's operation or physical plant and assets and explain in "Narrative Description."

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 10/2018 Edition

1130.520 Requirements for Exemptions Involving the Change of Ownership of a Health Care Facility

1. Prior to acquiring or entering into a contract to acquire an existing health care facility, a person shall submit an application for exemption to HFSRB, submit the required application-processing fee (see Section 1130.230) and receive approval from HFSRB.
2. If the transaction is not completed according to the key terms submitted in the exemption application, a new application is required.
3. READ the applicable review criteria outlined below and **submit the required documentation (key terms) for the criteria:**

APPLICABLE REVIEW CRITERIA	CHOW
1130.520(b)(1)(A) - Names of the parties	X
1130.520(b)(1)(B) - Background of the parties, which shall include proof that the applicant is fit, willing, able, and has the qualifications, background and character to adequately provide a proper standard of health service for the community by certifying that no adverse action has been taken against the applicant by the federal government, licensing or certifying bodies, or any other agency of the State of Illinois against any health care facility owned or operated by the applicant, directly or indirectly, within three years preceding the filing of the application.	X
1130.520(b)(1)(C) - Structure of the transaction	X
1130.520(b)(1)(D) - Name of the person who will be licensed or certified entity after the transaction	
1130.520(b)(1)(E) - List of the ownership or membership interests in such licensed or certified entity both prior to and after the transaction, including a description of the applicant's organizational structure with a listing of controlling or subsidiary persons.	X
1130.520(b)(1)(F) - Fair market value of assets to be transferred.	X
1130.520(b)(1)(G) - The purchase price or other forms of consideration to be provided for those assets. [20 ILCS 3960/8.5(a)]	X
1130.520(b)(2) - Affirmation that any projects for which permits have been issued have been completed or will be completed or altered in accordance with the provisions of this Section	X
1130.520(b)(3) - If the ownership change is for a hospital, affirmation that the facility will not adopt a more restrictive charity care policy than the policy that was in effect one year prior to the transaction. The hospital must provide affirmation that the compliant charity care policy will remain in effect for a two-year period following the change of ownership transaction	X
1130.520(b)(4) - A statement as to the anticipated benefits of the proposed changes in ownership to the community	X

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 10/2018 Edition

1130.520(b)(5) - The anticipated or potential cost savings, if any, that will result for the community and the facility because of the change in ownership;	X
1130.520(b)(6) - A description of the facility's quality improvement program mechanism that will be utilized to assure quality control;	X
1130.520(b)(7) - A description of the selection process that the acquiring entity will use to select the facility's governing body;	X
1130.520(b)(8) - A statement that the applicant has prepared a written response addressing the review criteria contained in 77 Ill. Adm. Code 1110.240 and that the response is available for public review on the premises of the health care facility	X
1130.520(b)(9)- A description or summary of any proposed changes to the scope of services or levels of care currently provided at the facility that are anticipated to occur within 24 months after acquisition.	X

APPEND DOCUMENTATION AS ATTACHMENT 6, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION IV.CHARITY CARE INFORMATION

1. All applicants and co-applicants shall indicate the amount of charity care for the latest three **audited** fiscal years, the cost of charity care and the ratio of that charity care cost to net patient revenue.
2. If the applicant owns or operates one or more facilities, the reporting shall be for each individual facility located in Illinois. If charity care costs are reported on a consolidated basis, the applicant shall provide documentation as to the cost of charity care; the ratio of that charity care to the net patient revenue for the consolidated financial statement; the allocation of charity care costs; and the ratio of charity care cost to net patient revenue for the facility under review.
3. If the applicant is not an existing facility, it shall submit the facility's projected patient mix by payer source, anticipated charity care expense and projected ratio of charity care to net patient revenue by the end of its second year of operation.

Charity care" means care provided by a health care facility for which the provider does not expect to receive payment from the patient or a third-party payer (20 ILCS 3960/3). Charity Care must be provided at cost.

A table in the following format must be provided for all facilities as part of Attachment 7.

CHARITY CARE			
	Year	Year	Year
Net Patient Revenue			
Amount of Charity Care (charges)			
Cost of Charity Care			

APPEND DOCUMENTATION AS ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
 CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 10/2018 Edition

After paginating the entire completed application indicate, in the chart below, the page numbers for the included attachments:

INDEX OF ATTACHMENTS		
ATTACHMENT NO.		PAGES
1	Applicant Identification including Certificate of Good Standing	21 - 24
2	Site Ownership	25 - 78
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	79 - 81
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	82 - 84
5	Background of the Applicant	85 - 93
6	Change of Ownership	94 - 96
7	Charity Care Information	97 - 116

Section 1

Attachment 1

Applicant Information

The Certificates of Good Standing for SRC Hospital Investments II, LLC, Pipeline—West Suburban Medical Center, LLC (“WSMC OpCO”) and Pipeline Health System, LLC are attached at Attachment 1.

File Number

0689124-1



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

SRC HOSPITAL INVESTMENTS II, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON AUGUST 09, 2018, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 30TH day of DECEMBER A.D. 2019 .

Jesse White

SECRETARY OF STATE

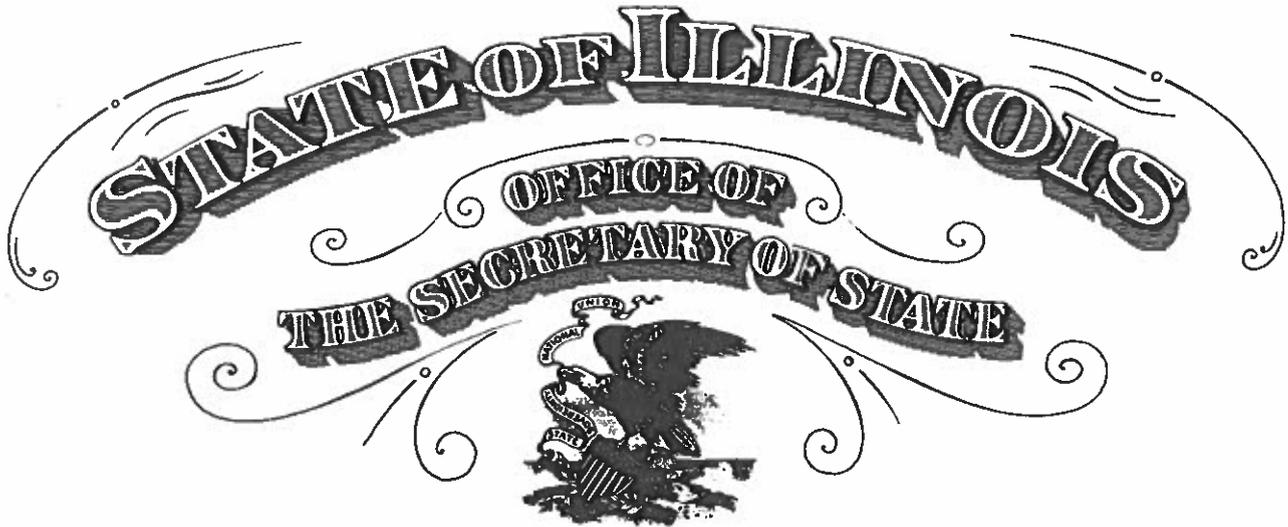
Authentication #: 1936401788 verifiable until 12/30/2020

Authenticate at: <http://www.cyberdriveillinois.com>

Attachment 1

File Number

0689280-9



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

PIPELINE - WEST SUBURBAN MEDICAL CENTER, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANACT BUSINESS IN ILLINOIS ON AUGUST 20, 2018, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 30TH day of DECEMBER A.D. 2019 .



Jesse White

SECRETARY OF STATE

Authentication #: 1936401782 verifiable until 12/30/2020
Authenticate at: <http://www.cyberdriveillinois.com>

File Number

0820915-4



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

PIPELINE HEALTH SYSTEM, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON JANUARY 03, 2020, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 8TH day of JANUARY A.D. 2020 .



Authentication #: 2000801700 verifiable until 01/08/2021

Authenticate at: <http://www.cyberdriveillinois.com>

Jesse White

SECRETARY OF STATE

Section 1

Attachment 2

Site Ownership

West Suburban Property Holdings, LLC (“WSMC PropCo”) owns the land and improvements on the land comprising the campus of West Suburban Medical Center (“WSMC”). WSMC PropCo leases the buildings and other improvements on the campus of WSMC to Pipeline—West Suburban Medical Center, LLC (“WSMC OpCo”), the licensee of WSMC.

A copy of the real estate Special Warranty Deed evidencing the ownership of WSMC PropCo, and a copy of a recorded Memorandum of Lease evidencing the lease to WSMC OpCo, are attached as Attachment 2.

Following the transaction, WSMC PropCo will continue to own the land and improvements on the land comprising the campus of WSMC. WSMC OpCo will continue to lease the buildings and other improvements on the campus of WSMC from WSMC PropCo and will continue as the licensee of WSMC.

Attachment 2



Doc# 1983206372 Fee \$62.00

HEP FEE: \$9.00 SDRF FEE: \$1.00

EDWARD H. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/01/2019 09:41 PM PG: 1 OF 13

(Space Above for Recorder's Use)

Prepared by:	Mail recorded document to:	Send subsequent tax bills to:
Alston & Bird LLP 1201 W. Peachtree Street Atlanta, Georgia 30309 Attention: Colony C. Canady	Duane Morris LLP 1075 Peachtree Street NE Suite 2000 Atlanta, GA 30309-3929 Attention: Kirk Domeaok	SRC Hospital Investments II, LLC c/o Pipeline Chicago Property Holdings, LLC 898 Pacific Coast Hwy., Suite 500 El Segundo, CA 90245 Attn: Nick Orzanno

P.I.N.: See "Exhibit A"
Hospital: West Suburban Medical Center

SPECIAL WARRANTY DEED

THIS INDENTURE, made as of the 28th day of January, 2019, between VHS WEST SUBURBAN MEDICAL CENTER, INC., a Delaware corporation, party of the first part ("Grantor"), and WEST SUBURBAN PROPERTY HOLDINGS, LLC, a Delaware limited liability company, party of the second part ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, by Grantee, the receipt of which is hereby acknowledged, by these presents does REMISE, RELEASE, ALIENATE AND CONVEY unto Grantee, FOREVER, all the following described real estate, situated in the County of Cook and State of Illinois, known and described on Exhibit A attached hereto and made a part hereof, together with all and singular the hereditaments and appurtenances belonging thereto, or in any way appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either at law or in equity of, in and to the above-described premises.

TO HAVE AND TO HOLD the said premises as described above, unto Grantee, its successors and assigns, in fee simple, forever.

And the Grantor, for itself and its successors, does covenant, promise and agree to and with Grantee and its successors that it has not done or suffered to be done anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that it is lawfully seized of said premises in fee simple; and that it WILL WARRANT AND DEFEND said premises against all persons lawfully claiming, or to claim the same, by, through or under Grantor, subject only to the matters set forth on Exhibit B attached hereto and made a part hereof, but not otherwise.

[Signature on Following Page]

REAL ESTATE TRANSFER TAX		01-Feb-2019
	COUNTY:	15,785.00
	ILLINOIS:	31,571.00
	TOTAL:	47,356.00
18-03-117-007-0003	20180101000004 0-018-429-424	

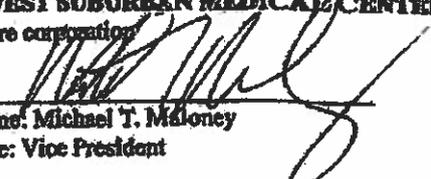
Deed
West Suburban Medical Center

S.V.
P/13
S.A.
SOLV
INTL

Attachment 2

IN WITNESS WHEREOF, said party of the first part has executed and sealed this Deed, the day and year first above written.

VES WEST SUBURBAN MEDICAL CENTER, INC., a Delaware corporation

By: 
Name: Michael T. Maloney
Title: Vice President

This instrument Prepared by:

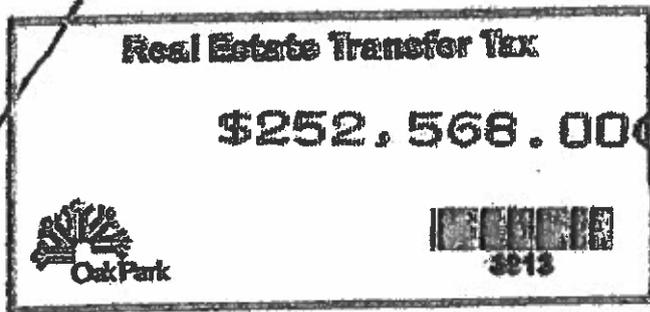
Alston & Bird LLP
1201 West Peachtree Street
Atlanta, Georgia 30309-3424
Attention: Colony C. Canady

Send Subsequent Tax Bills to:

SRC Hospital Investments II, LLC
898 N. Pacific Coast Hwy., Suite 500
El Segundo, CA 90245
Attn: Nick Orzano

Mall recorded document to:

Duane Morris LLP
1075 Peachtree Street NE, Suite 2000
Atlanta, GA 30309-3929
Attention: Kirk Domesick



Deed
West Suburban Medical Center

Attachment 2

STATE OF Texas

COUNTY OF Dallas

SS:

I, Gigi Albrete, a Notary Public in and for said County in the State aforesaid, do hereby certify that Michael T. Maloney, personally known to me to be the Vice President of VHS West Suburban Medical Center, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, such person signed and delivered the said instrument as such person's free and voluntary act and as the free and voluntary act and deed of said corporation, in such capacity as Vice President for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of December, 2018.

Gigi Albrete
Notary Public

My Commission expires:

4-4-19



Deed
West Suburban Medical Center

Attachment 2

EXHIBIT A**LEGAL DESCRIPTION****PARCEL 1:**

THE SOUTH 7 FEET OF LOT 6 AND THE NORTH 1/2 OF LOT 7 IN BLOCK 20 IN RIDGELAND, A SUBDIVISION IN SECTIONS 7 AND 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THEREFROM THAT PORTION DEDICATED FOR N. HUMPHREY AVENUE BY PLAT OF DEDICATION RECORDED OCTOBER 28, 1994 AS DOCUMENT 94922877).

PIN: 16-08-116-023-0000

PARCEL 2:

LOTS 1 TO 12 INCLUSIVE, IN HENRY DATES RESUBDIVISION OF LOTS 10 TO 18 INCLUSIVE, OF BLOCK 19 (EXCEPTING FROM SAID LOTS 3 AND 4 TAKEN AS A TRACT THAT PART THEREOF BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 3, SAID WEST LINE BEING ALSO THE EAST LINE OF HUMPHREY AVENUE AT A POINT BEING 89.19 FEET DISTANT SOUTH FROM THE NORTH LINE OF LOT 1 IN THE SAID RESUBDIVISION (SAID NORTH LINE BEING ALSO THE SOUTH LINE OF ERIB STREET); THENCE SOUTHERLY ALONG THE SAID WEST LINE OF LOTS 3 AND 4 AFORESAID FOR A DISTANCE OF 29.93 FEET TO A POINT IN THE WEST LINE OF LOT 4 AFORESAID; THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG A LINE CURVING CIRCULARLY TO THE LEFT AND HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 31.34 FEET TO THE POINT OF BEGINNING); AND THE WEST 1/2 OF THE VACATED NORTH AND SOUTH 20 FOOT ALLEY LYING EAST OF AND ADJOINING SAID LOTS 1 TO 12 IN THE VILLAGE OF RIDGELAND, BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND ALSO THE NORTH WEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; AND LOTS 1 TO 9 INCLUSIVE AND THE EAST 1/2 OF THE VACATED NORTH AND SOUTH 20 FOOT ALLEY LYING WEST OF AND ADJOINING SAID LOTS 1 TO 9 IN BLOCK 19 IN THE VILLAGE OF RIDGELAND, A SUBDIVISION OF THE EAST 1/2 OF THE EAST HALF OF SECTION 7 AND THE NORTH WEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD

Deed
West Suburban Medical Center

Attachment 2

PRINCIPAL MERIDIAN, AND THAT PORTION OF VACATED HUMPHREY STREET AS DESCRIBED BY DOCUMENT 94922877, ALL IN COOK COUNTY, ILLINOIS. THAT PORTION OF VACATED HUMPHREY STREET ALSO SET FORTH IN DOCUMENT 94897562.

PIN: Part of 16-08-117-001-0000; 16-08-117-007-0000; 16-08-117-008-0000; 16-08-117-009-0000; 16-08-117-010-0000; 16-08-117-011-0000; 16-08-117-012-0000; Part of 16-08-117-013-0000; Part of 16-08-117-015-0000; 16-08-117-016-0000

PARCEL 3:

LOTS 1 TO 4 INCLUSIVE, AND LOT 7 AND THE VACATED 10 FOOT NORTH AND SOUTH ALLEY LYING EAST OF AND ADJOINING SAID LOT 7 LYING NORTH OF THE SOUTH LINE OF SAID LOT 7 EXTENDED EAST, IN THE RESUBDIVISION OF LOTS 1 TO 4 IN BLOCK 20 IN THE VILLAGE OF RIDGELAND, BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND THE NORTH WEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-08-116-012-0000; 16-08-116-013-0000; 16-08-116-014-0000; 16-08-116-015-0000; 16-08-116-016-0000

PARCEL 4:

LOT 6 (EXCEPT THE NORTH 6 FEET AND EXCEPT THE SOUTH 7 FEET THEREOF) IN BLOCK 20 IN RIDGELAND, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND THE NORTH WEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-08-116-022-0000

Deed
West Suburban Medical Center

Attachment 2

PARCEL 5:

LOT 4 (EXCEPT THE NORTH 16 FEET THEREOF) AND ALL OF LOTS 5 TO 14 BOTH INCLUSIVE, (EXCEPTING FROM SAID LOTS 13 AND 14 TAKEN AS A TRACT THAT PART THEREOF BOUNDED AND DESCRIBED AS FOLLOWS:

**COMMENCING AT A POINT IN THE WEST LINE OF SAID LOT 13 BEING 165.03 FEET DISTANT NORTH OF THE SOUTH LINE OF LOT 10 (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF ERIE STREET); THENCE NORTHERLY ALONG THE WEST LINES OF LOTS 13 AND 14 (BEING ALSO THE EAST LINE OF HUMPHREY AVENUE) FOR A DISTANCE OF 29.93 FEET TO A POINT IN THE WEST LINE OF SAID LOT 14; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG A LINE CURVING CIRCULARLY TO THE RIGHT AND HAVING A RADIUS OF 30.00 FEET IN ARC DISTANCE OF 31.34 FEET TO THE POINT OF BEGINNING);
AND LOT 15 (EXCEPT THE NORTH 15 FEET THEREOF);**

AND THAT PART OF THE VACATED NORTH AND SOUTH 20 FOOT ALLEY IN BLOCK 18 IN VILLAGE OF RIDGELAND SUBDIVISION, LYING NORTH OF THE SOUTH LINE OF LOT 9 EXTENDED OVER AND LYING SOUTH OF SOUTH LINE OF 16 FOOT EAST WEST ALLEY IN SAID BLOCK 18 EXTENDED WEST IN BLOCK 18 IN RIDGELAND, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND THE NORTH WEST QUARTER AND THE WEST HALF OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PIN: 16-08-111-006-0000; Part of 16-08-111-009-0000; 16-08-111-013-0000; 16-08-111-014-0000;
16-08-111-015-0000; 16-08-111-016-0000; 16-08-111-017-0000; Part of 16-08-111-018-0000;
Part of 16-08-111-021-0000; Part of 16-08-111-022-0000**

**Deed
West Suburban Medical Center**

Attachment 2

PARCEL 6:

THE SOUTH 1/2 OF LOT 5 AND ALL OF LOTS 6 TO 9 INCLUSIVE IN BLOCK 17 IN THE VILLAGE OF RIDGELAND, BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND OF THE NORTH WEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: Part of 16-08-110-019-0000; Part of 16-08-110-020-0000; Part of 16-08-110-021-0000;
Part of 16-08-110-022-0000; Part of 16-08-110-023-0000

PARCEL 7:

LOTS 328 TO 332 BOTH INCLUSIVE, IN BLOCK 12 IN AUSTIN'S SECOND ADDITION TO AUSTINVILLE, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 AND THE WEST 1/2 OF THE NORTH EAST 1/4 (EXCEPT THE EAST 15 ACRES OF THE NORTH HALF OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 AND RAILROAD RIGHT OF WAYS) OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-08-211-020-0000; 16-08-211-021-0000; 16-08-211-022-0000; 16-08-211-023-0000

Deed
West Suburban Medical Center

Attachment 2

PARCEL 8:

THAT PART OF VACATED ERIE STREET AND VACATED HUMPHREY AVENUE DESCRIBED AS FOLLOWS:

THAT PART OF 66 FOOT WIDE ERIE STREET LYING EAST OF A LINE RUNNING FROM THE SOUTH WEST CORNER OF LOT 9 IN BLOCK 17 IN THE VILLAGE OF RIDGELAND, AND THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 9, EXTENDED SOUTH, TO THE NORTH WEST CORNER OF LOT 7 IN THE RESUBDIVISION OF LOTS 1 THROUGH 4 IN BLOCK 20 IN THE SAID VILLAGE OF RIDGELAND (SAID LINE BEING ALSO THE EASTERLY LINE, AS EXTENDED, OF THE NORTH SOUTH 20 FOOT ALLEY RUNNING THROUGH SAID BLOCKS 17 AND 20), AND LYING WEST OF A LINE RUNNING FROM THE SOUTHEAST CORNER OF LOT 9 IN BLOCK 18 IN THE VILLAGE OF RIDGELAND; AND THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 9, EXTENDED SOUTH TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 19 IN THE SAID VILLAGE OF RIDGELAND, (BEING ALSO THE WEST LINE OF AUSTIN BOULEVARD);

TOGETHER WITH THAT PART OF 80 FOOT WIDE VACATED HUMPHREY AVENUE LYING EAST OF AND ADJOINING THE EAST LINES OF BLOCKS 17 AND 20 AFORESAID AND LYING WEST OF AND ADJOINING THE WEST LINES OF BLOCKS 18 AND 19 AFORESAID;

TOGETHER WITH ALL OF THE RECTANGULAR AREA FORMING THE INTERSECTION OF THE AFORESAID ERIE STREET AND AFORESAID HUMPHREY AVENUE, ALL TAKEN TOGETHER AS A TRACT, AND FALLING WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND (BEING ENTIRELY WITHIN THE SAID VILLAGE OF RIDGELAND, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND OF THE NORTH WEST QUARTER AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY), ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING

AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 19 AFORESAID (BEING THE INTERSECTION OF THE WEST LINE OF AUSTIN BOULEVARD AND THE SOUTH LINE OF ERIE STREET) AND RUNNING THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOT 1 IN BLOCK 19 AFORESAID (SAID LINE BEING THE SOUTH LINE OF ERIE STREET) FOR A DISTANCE OF 362.26 FEET TO THE NORTHWEST CORNER OF LOT 1 IN HENRY DATE'S RESUBDIVISION OF LOTS 10 TO 18, BOTH INCLUSIVE, IN BLOCK 19 AFORESAID; THENCE SOUTHERLY ALONG THE WEST LINE OF LOTS 1, 2, AND 3 IN DATE'S RESUBDIVISION AFORESAID (SAID WEST LINE BEING ALSO THE EAST LINE OF HUMPHREY AVENUE); FOR A DISTANCE 89.19 FEET TO A POINT; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG A LINE CIRCULARLY CURVING TO THE LEFT, AND HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 78.57 FEET TO A POINT (SAID POINT BEING 24.0 FEET EAST OF THE EAST LINE OF BLOCK 20; SAID EAST LINE BEING ALSO THE WEST LINE OF HUMPHREY AVENUE) AND RUNNING THENCE SOUTHERLY ALONG A LINE 24.0 FEET EAST OF AND PARALLEL TO THE SAID WEST LINE OF HUMPHREY AVENUE, FOR A DISTANCE OF 30.0 FEET TO A POINT ON THE SOUTH LINE OF LOT 4 IN THE RESUBDIVISION OF LOTS 1 THROUGH 4 IN BLOCK 20 AFORESAID EXTENDED EAST; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 4, EXTENDED EAST, A DISTANCE OF 24.0 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 (WHICH POINT IS ALSO THE WEST LINE OF HUMPHREY AVENUE); THENCE NORTHERLY ALONG THE EAST LINE OF LOTS 4, 3, 2, AND 1 IN THE SAID RESUBDIVISION IN BLOCK 20, FOR A DISTANCE OF 134.16 FEET TO A POINT (BEING THE SOUTH LINE OF WEST ERIE STREET) AT THE

Deed
West Suburban Medical Center

Attachment 2

NORTHEAST CORNER OF SAID LOT 1; THENCE WESTERLY ALONG THE NORTH LINE OF LOT 1, AND THE NORTH LINE OF LOT 1 EXTENDED WEST, AND ALONG THE NORTH LINE OF LOT 7 IN THE SAID RESUBDIVISION OF LOTS 1 THROUGH 4 IN BLOCK 20, FOR A DISTANCE OF 171.13 FEET TO THE NORTHWEST CORNER OF SAID LOT 7 IN THE RESUBDIVISION, THENCE NORTH 66.00 FEET TO THE SOUTHWEST CORNER OF LOT 9 IN BLOCK 17 AFORESAID; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 9 IN BLOCK 20 (BEING ALSO THE NORTH LINE OF ERIE STREET) FOR A DISTANCE OF 171.13 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH ALONG THE EAST LINES OF SAID LOTS 5 TO 9 IN SAID BLOCK 17, FOR A DISTANCE OF 210.0 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF LOT 5 IN BLOCK 17; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID LOT 5 EXTENDED EAST, FOR A DISTANCE OF 24.0 FEET; THENCE SOUTH ALONG A LINE 24.0 FEET EAST OF AND PARALLEL TO THE EAST LINE OF LOT 5 AFORESAID (BEING ALSO THE WEST LINE OF HUMPHREY AVENUE) 30.0 FEET TO A POINT; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG A LINE CIRCULARLY CURVING TO THE LEFT, AND HAVING A RADIUS OF 30.0 FEET, AN ARC DISTANCE OF 78.57 FEET TO A POINT ON THE WEST LINE OF LOT 13 IN BLOCK 18 AFORESAID (SAID WEST LINE BEING ALSO THE EAST LINE OF HUMPHREY AVENUE); THENCE SOUTH ALONG THE WEST* LINES OF LOTS 10 TO 13, (BEING THE EAST LINE OF HUMPHREY AVENUE) FOR A DISTANCE OF 165.03 FEET TO THE SOUTHWEST CORNER OF LOT 10 IN BLOCK 18; THENCE EAST ALONG THE SOUTH LINE OF LOT 10, THE SOUTH LINE OF LOT 10 EXTENDED EAST, AND THE SOUTH LINE OF LOT 9, ALL IN BLOCK 18, FOR A DISTANCE OF 362.26 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9 IN BLOCK 18 (SAID CORNER BEING ALSO THE EAST LINE OF SAID LOT 9 AND THE WEST LINE OF AUSTIN BOULEVARD); THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 9, EXTENDED SOUTH, FOR A DISTANCE OF 66.0 FEET TO THE POINT OF BEGINNING, ALL IN THE AFOREMENTIONED VILLAGE OF RIDGELAND SUBDIVISION IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

(*Inadvertently referred to as "East" in prior deeds)

PIN: Part of 16-08-110-019-0000	Part of 16-08-116-015-0000	Part of 16-08-117-001-0000
Part of 16-08-110-020-0000	Part of 16-08-116-016-0000	Part of 16-08-117-007-0000
Part of 16-08-110-021-0000	Part of 16-08-116-018-0000	Part of 16-08-117-008-0000
Part of 16-08-110-022-0000	Part of 16-08-116-019-0000	Part of 16-08-117-009-0000
Part of 16-08-110-023-0000	Part of 16-08-116-020-0000	Part of 16-08-117-010-0000
Part of 16-08-111-009-0000	Part of 16-08-116-021-0000	Part of 16-08-117-011-0000
Part of 16-08-111-018-0000	Part of 16-08-116-022-0000	Part of 16-08-117-012-0000
Part of 16-08-111-021-0000	Part of 16-08-116-023-0000	Part of 16-08-117-013-0000
Part of 16-08-116-012-0000	Part of 16-08-116-024-0000	Part of 16-08-117-015-0000
Part of 16-08-116-013-0000	Part of 16-08-116-025-0000	Part of 16-08-117-016-0000
Part of 16-08-116-014-0000	Part of 16-08-116-026-0000	

PARCEL 9:

INTENTIONALLY DELETED.

PARCEL 10:

INTENTIONALLY DELETED.

Deed
West Suburban Medical Center

Attachment 2

PARCEL 11:

INTENTIONALLY DELETED.

PARCEL 12:

INTENTIONALLY DELETED.

PARCEL 13:

THE SOUTH 12 1/2 FEET OF LOT 4 AND THE NORTH 1/2 OF LOT 5 IN BLOCK 17 IN THE VILLAGE OF RIDGELAND BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND NORTHWEST 1/4 AND WEST 1/2 OF WEST 1/2 OF SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN: 16-08-110-018-0000

PARCEL 14:

LOT 5 IN THE RESUBDIVISION OF LOTS 1, 2, 3, AND 4 IN BLOCK 20 IN RIDGELAND IN SECTIONS 7 AND 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-08-116-017-0000

PARCEL 15:

THE NORTH 17 FEET OF LOT 5 IN BLOCK 20 IN VILLAGE RIDGELAND AND ALL OF LOT 6 IN BATHORN'S SUBDIVISION OF LOT 1 THROUGH 4 IN SAID BLOCK 20 BEING A SUBDIVISION OF SECTION 7 AND 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-08-116-018-0000; 16-08-116-019-0000

PARCEL 16:

THE SOUTH 33 FEET OF LOT 5 AND THE NORTH 6 FEET OF LOT 6 IN BLOCK 20 IN THE VILLAGE OF RIDGELAND BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-08-116-020-0000; 16-08-116-021-0000

PARCEL 17:

THE NORTH 37 1/2 FEET OF LOT 4 IN BLOCK 17 IN VILLAGE OF RIDGELAND BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7, AND THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, ALL IN TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Deed
West Suburban Medical Center

Attachment 2

PIN: 16-08-110-017-0000

PARCEL 18:

INTENTIONALLY DELETED.

PARCEL 19:

INTENTIONALLY DELETED.

PARCEL 20:

INTENTIONALLY DELETED.

PARCEL 21:

THE SOUTH 7 FEET OF LOT 6 AND ALL OF LOTS 7, 8 AND 9 IN BLOCK 20 IN RIDGELAND, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPTING FROM SAID LOT 6 (EXCEPT THE NORTH 6 FEET) AND SAID LOTS 7, 8 AND 9 THAT PORTION DEDICATED FOR N. HUMPHREY AVENUE BY PLAT OF DEDICATION RECORDED OCTOBER 28, 1994 AS DOCUMENT 94922877).

EXCEPTING THEREFROM THE SOUTH 7 FEET OF LOT 6 AND THE NORTH 1/2 OF LOT 7 IN BLOCK 20 IN RIDGELAND, A SUBDIVISION IN SECTIONS 7 AND 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THEREFROM THAT PORTION DEDICATED FOR N. HUMPHREY AVENUE BY PLAT OF DEDICATION RECORDED OCTOBER 28, 1994 AS DOCUMENT 94922877).

AND EXCEPTING THEREFROM LOT 6 (EXCEPT THE NORTH 6 FEET AND EXCEPT THE SOUTH 7 FEET THEREOF) IN BLOCK 20 IN RIDGELAND, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND THE NORTH WEST 1/4 AND THE WEST 1/2 OF THE

WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-08-116-024-0000; 16-08-116-025-0000; 16-08-116-026-0000

PARCEL 22:

THOSE PORTIONS OF HUMPHREY AVENUE AND EAST WEST PUBLIC ALLEY VACATED BY ORDINANCE RECORDED MARCH 2, 2007 AS DOCUMENT NUMBER 0706134053 DESCRIBED AS FOLLOWS:

THAT PART OF HUMPHREY AVENUE RIGHT-OF-WAY LYING NORTH OF ONTARIO STREET IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF ONTARIO STREET AND THE WEST LINE OF HUMPHREY AVENUE (AS DEDICATED PER DOCUMENT 94922877); THENCE NORTH ALONG THE WEST LINE OF HUMPHREY AVENUE AS DEDICATED BY DOCUMENT 94922877 A

**Deed
West Suburban Medical Center**

Attachment 2

DISTANCE OF 237.94 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF ONTARIO STREET, 14.00 FEET TO A POINT ON THE EAST LINE OF LOT 6 IN BLOCK 20 IN VILLAGE OF RIDGELAND SUBDIVISION, THENCE NORTH ALONG THE EAST LINE OF SAID LOT 6 AND LOT 5 IN BLOCK 20 IN SAID VILLAGE OF RIDGELAND (SAID EAST LINE OF LOTS 5 AND 6 ALSO BEING THE WEST LINE OF HUMPHREY AVENUE) A DISTANCE OF 57.28 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE OF ONTARIO STREET A DISTANCE OF 24.00 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF HUMPHREY AVENUE 29.98 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 30.00 FEET FOR AN ARC DISTANCE OF 78.57 FEET TO A POINT ON THE EAST LINE OF SAID HUMPHREY AVENUE; THENCE SOUTHEASTERLY AND SOUTHWESTERLY 31.34 FEET ALONG THE ARC OF A CIRCLE CONVEX EASTERLY, HAVING A RADIUS OF 30.00 FEET AND A CHORD DIMENSION OF 29.93 FEET TO A POINT ON THE EAST LINE OF HUMPHREY AVENUE; THENCE SOUTH ALONG SAID EAST LINE, 72.46 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF ONTARIO STREET, 14.00 FEET; THENCE SOUTH ALONG A LINE 14.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF HUMPHREY AVENUE A DISTANCE OF 237.97 FEET TO A POINT ON THE NORTH LINE OF ONTARIO STREET; THENCE WEST ALONG SAID NORTH LINE OF ONTARIO STREET 80.00 FEET TO THE POINT OF BEGINNING,

ALSO,

ALL THAT PART OF THE EAST AND WEST 10.00 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINE OF LOT 7 AND ITS EASTERLY EXTENSION TO THE WEST LINE OF LOT 4 IN THE RESUBDIVISION OF LOTS 1 TO 4 IN BLOCK 20 IN THE VILLAGE OF RIDGELAND, BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: Part of 16-08-116-012-0000; Part of 16-08-116-017-0000; Part of 16-08-116-019-0000
 Part of 16-08-116-020-0000; Part of 16-08-116-021-0000; Part of 16-08-116-022-0000;
 Part of 16-08-116-023-0000; Part of 16-08-116-024-0000; Part of 16-08-116-025-0000;
 Part of 16-08-116-026-0000

*212 N Humphrey
 Oak Park IL 60302*

Deed
 West Suburban Medical Center

Attachment 2

EXHIBIT B

PERMITTED EXCEPTIONS

1. Real Estate Ad Valorem Taxes for second installment for the year 2018 and for the year 2019 and subsequent years, not yet due and payable.
2. All covenants, conditions, restrictions and other matters of record recorded or filed in the applicable records of Cook County, Illinois with respect to the real property conveyed hereby.
3. Rights of tenants (and subtenants) and/or lessees (and sublessees) in possession under any recorded or unrecorded leases or rental agreements.
4. Zoning regulations and building laws, ordinances and regulations, and other similar laws now or hereinafter in effect and applicable to the real property conveyed hereby.
5. All matters as would be shown on a current, accurate survey of the real property conveyed hereby.

Deed
West Suburban Medical Center

Attachment 2

Official Receipt for Recording fee:

Cook County Recorder of Deeds
 118 N. Clark

Chicago, Illinois 60610

Issued To:
 DEEDOFF

Recording Fees

Document Description	Number	Book/Page	Recording Amount
REL6	1903206371		\$58.00
RHSP6			\$9.00
RPRF			\$1.00
DEED	1903206372		\$62.00
RHSP6			\$9.00
RPRF			\$1.00
REL6	1903206373		\$40.00
REL6	1903206374		\$90.00
RHSP6			\$9.00
RPRF			\$1.00
DEED	1903206375		\$60.00
RHSP6			\$9.00
RPRF			\$1.00
RTSC	1903206376		\$90.00
RHSP6			\$9.00
RPRF			\$1.00
DEED	1903206377		\$92.00
RHSP6			\$9.00
RPRF			\$1.00
DEEDOFF	1903206378		\$60.00
OFFEROR			\$2.00
RHSP6			\$9.00
RPRF			\$1.00
NOTE	1903206379		\$126.00
RHSP6			\$9.00
RPRF			\$1.00
			\$740.00

Collected Receipts

Payment Type	Number	Amount
Check	00012	\$740.00
		\$740.00

Change Due : \$.00

Thank You
 EDWARD W. MOODY - Recorder of Deeds

2



Doc# 1903206376 Fee \$168.00

RESP FEE: \$9.00 RPRT FEE: \$1.00

EDWARD H. GOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/25/2019 09:13 PM PG: 1 OF 51

CORRECTIVE RECORDING AFFIDAVIT

Preparer: Duane Morris, LLP/Attn: Amy Huskins, Suite 2000, 1075 Peachtree Street, Atlanta, Georgia 30309.

I, Kristina Porter, THE AFFLIANT, do hereby swear or affirm, that the attached document with the document number 1903206376, which was recorded on February 1, 2019 by the Cook County Recorder of Deeds, in the State of Illinois, contained the following ERROR which this affidavit seeks to correct.

DETAILED EXPLANATION (INCLUDING PAGE NUMBER(S), LOCATION, PARAGRAPH, ETC.) OF ERROR AND WHAT THE CORRECTION IS, USE ADDITIONAL SHEET IF MORE SPACE NEEDED FOR EXPLANATION OR SIGNATURES.

For West Suburban Medical Center/River Forest MOB Memorandum of Lease: Signature/Notary Attestation of Tenant on pages 11-12 of attached original recorded instrument was incorrect, and all pages of Exhibit A-1 Legal Description (WestSub) and Exhibit A-2 Legal Description (River Forest) of attached original recorded instrument were recorded out of order. Exhibit A attached hereto and incorporated herein reflects the prior incorrectly recorded instrument. Exhibit B attached hereto and incorporated herein reflects the corrected instrument to be recorded.

FURTHERMORE, I, Kristina Porter, THE AFFLIANT, do hereby swear or affirm, that this submission includes a CERTIFIED COPY OR THE ORIGINAL DOCUMENT, and this Corrective Recording Affidavit is being submitted to correct the aforementioned error. Finally, this correction was approved and/or agreed to by the original GRANTOR(S) and GRANTEE(S), as evidenced by their notarized signatures below (or on a separate page for multiple signatures).

(see attached signature pages)	(see attached signature pages)	
Print Grantor Name Above	Grantor Signature Above (See attached signature pages)	Date Affidavit Executed

CL

1903206376

(Landlord see attached signature pages)		
(see attached signature pages)	(see attached signature pages)	
_____ Print Grantee Name Above (Tenant see attached signature pages)	_____ Grantee Signature	_____ Date Affidavit Executed
_____ Grantor/Grantee 2 above	_____ Grantor/Grantee 2 Signature	_____ Date Affidavit Executed
<u>Kristine Porter</u> Print Affiant Name Above	<u>[Signature]</u> Affiant Signature Above	<u>3-25-19</u> Date Affidavit Executed

NOTARY SECTION TO BE COMPLETED AND FILLED OUT BY WITNESSING NOTARY

FOR AFFIANT

STATE ILLINOIS

COUNTY of COOK



Subscribed and sworn to me this 25 day of March 2019

Danielle V Lockett
Print Notary Name Above

[Signature]
Notary Signature Above

3/25/2019
Date Affidavit Notarized

NOTARY SECTION FOR GRANTORS AND GRANTEEES ARE ATTACHED ON SEPARATE SIGNATURE PAGES

**SIGNATURE PAGES FOR LANDLORD/TENANT
CORRECTIVE RECORDING AFFIDAVIT
West Suburban Medical Center/River Forest MOB**

LANDLORD:

**WEST SUBURBAN PROPERTY HOLDINGS, LLC,
a Delaware limited liability company**

**By: Chicago Hospital Propco LLC,
a Delaware limited liability company,
its Managing Member**

**By: Chicago Hospital Manager LLC,
a Delaware limited liability company,
its Managing Member**

**By: DFP PropCo LLC,
a Delaware limited liability company,
its Member**

**By: Midtown Acquisitions GP LLC,
a Delaware limited liability company,
its Manager**

**By: _____
Name: Avram Z. Friedman
Title: Manager**

**By: Deerfield Chicago PropCo, LLC,
a Delaware limited liability company,
its Member**

**By: _____
Name: David Clark
Title: Authorized Signatory**

**SIGNATURE PAGES FOR LANDLORD/TENANT
CORRECTIVE RECORDING AFFIDAVIT
West Suburban Medical Center/River Forest MOB**

LANDLORD:

WEST SUBURBAN PROPERTY HOLDINGS, LLC,
a Delaware limited liability company

By: **Chicago Hospital Propco LLC,**
a Delaware limited liability company,
its Managing Member

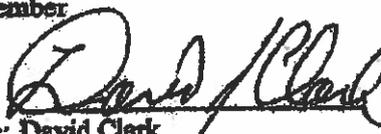
By: **Chicago Hospital Manager LLC,**
a Delaware limited liability company,
its Managing Member

By: **DFP PropCo LLC,**
a Delaware limited liability company,
its Member

By: **Midtown Acquisitions GP LLC,**
a Delaware limited liability company,
its Manager

By: _____
Name: **Avram Z. Friedman**
Title: **Manager**

By: **Deerfield Chicago PropCo, LLC,**
a Delaware limited liability company,
its Member

By: 
Name: **David Clark**
Title: **Authorized Signatory**

RIVER FOREST PROPERTY HOLDINGS, LLC,
a Delaware limited liability company

By: **Chicago Hospital Propco LLC,**
a Delaware limited liability company,
its Managing Member

By: **Chicago Hospital Manager LLC,**
a Delaware limited liability company,
its Managing Member

By: **DFF PropCo LLC,**
a Delaware limited liability company,
its Member

By: **Midtown Acquisitions GP LLC,**
a Delaware limited liability company,
its Manager

By: _____
Name: **Avram Z. Friedman**
Title: **Manager**

By: **Dearfield Chicago PropCo, LLC,**
a Delaware limited liability company,
its Member

By: _____
Name: **David Clark**
Title: **Authorized Signatory**

RIVER FOREST PROPERTY HOLDINGS, LLC,
a Delaware limited liability company

By: **Chicago Hospital Propco LLC,**
a Delaware limited liability company,
its Managing Member

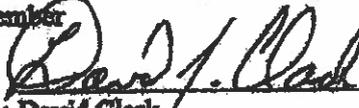
By: **Chicago Hospital Manager LLC,**
a Delaware limited liability company,
its Managing Member

By: **DFP PropCo LLC,**
a Delaware limited liability company,
its Member

By: **Midtown Acquisitions GP LLC,**
a Delaware limited liability company,
its Manager

By: _____
Name: Avram Z. Friedman
Title: Manager

By: **Deerfield Chicago PropCo, LLC,**
a Delaware limited liability company,
its Member

By: 
Name: David Clark
Title: Authorized Signatory

State of NEW YORK

County of YORK ss:

On the 18th day of March 2019 before me, the undersigned, personally appeared Avram Z. Friedman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.



COURTNEY M GRATTAN
Notary Public, State of New York
Reg. No. 02GR6382674
Qualified in New York County
Commission Expires August 7, 2021

Notary Public (sign and affix stamp)

State of New York

County of New York ss:

On the 18th day of March 2019 before me, the undersigned, personally appeared David Clark, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

Charlotte DeLong Williamson
Charlotte DeLong Williamson

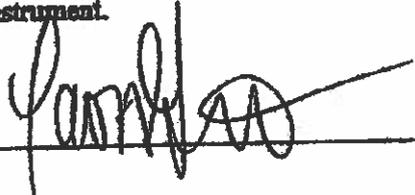
Notary Public (sign and affix stamp)

CHARLOTTE DELONG WILLIAMSON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01W16357309
Qualified in Westchester County
My Commission Expires 04-17-2021

State of EEF YERC)

County of EEF YERE) ss:

On the 15th day of March 2019 before me, the undersigned, personally appeared Avram Z. Friedman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.



COURTNEY M GRATTAN
Notary Public, State of New York
Reg. No. 02GR6862674
Qualified in New York County
Commission Expires August 7, 2021

Notary Public (sign and affix stamp)

State of New York

County of Westchester ss:

On the 18th day of March 2019 before me, the undersigned, personally appeared David Clark, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

Charlotte DeLong Williamson

Charlotte DeLong Williamson

Notary Public (sign and affix stamp)

CHARLOTTE DELONG WILLIAMSON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01W16887909
Qualified in Westchester County
My Commission Expires 04-17-2021

TENANT:

PIPELINE-WEST SUBURBAN MEDICAL CENTER, LLC,
a Delaware limited liability company

By: **SRC HOSPITAL INVESTMENTS II, LLC,**
a Delaware limited liability company,
Its Manager

By: _____

Name: **Nicholas Orzano**
Title: **Authorized Signatory**

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

State of Illinois)

County of Cook) ss:

On the 16th day of February 2019 before me, the undersigned, personally appeared Nicholas Orsini personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

Mary M. Bensa
Mary M. Bensa
Notary Public (sign and affix stamp)

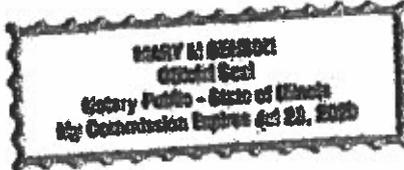


Exhibit B Corrected Instrument

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

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Attachment 2

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Prepared by and, after recording, return to:

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60654
Attention: Mark Andrew Phillip, Esq.

MEMORANDUM OF LEASE

This Memorandum of Lease is made as of the 25th day of January 2019, by and between River Forest Property Holdings, LLC, a Delaware limited liability company, and West Suburban Property Holdings, LLC, a Delaware limited liability company (collectively, "Landlord"), and Pipeline - West Suburban Medical Center, LLC, a Delaware limited liability company ("Tenant").

1. Pursuant to that certain unrecorded WestSub/River Forest Master Lease dated as of January 21, 2019 by and between Landlord and Tenant (the "Lease"), Landlord has leased to Tenant, and Tenant has leased from Landlord, those certain premises (the "Premises") described in the Lease, and which Premises comprise a portion of the land described in the attached Exhibit A-1 and the attached Exhibit A-2.

2. The Lease has an initial term of twenty (20) years commencing on the date hereof, and expiring on January 31, 2039.

3. Provisions for rent and other terms, covenants and conditions of said letting are set forth at length in the Lease and all of said provisions, terms, covenants and conditions are, by reference thereto, hereby incorporated in and made a part of this Memorandum of Lease.

4. This Memorandum of Lease shall also bind and benefit, as the case may require, the respective heirs, legal representatives, assigns and successors of the parties hereto, and all covenants, conditions and agreements herein contained shall be construed as covenants running with the land. Capitalized terms used in this Memorandum of Lease but not defined herein shall have the meanings ascribed to such terms in the Lease. Exhibits attached to this Memorandum of Lease are hereby incorporated in and made a part hereof.

5. This Memorandum of Lease is made and executed by the parties hereto for the purpose of giving notice of the Lease and recording same pursuant to the laws of the State of Illinois.

6. Nothing contained in this Memorandum of Lease shall be construed to change, modify, amend, or otherwise affect the provisions of the Lease. In the event of any discrepancy or conflict between the terms of the Lease and the terms of this Memorandum of Lease, the terms of the Lease shall control.

7. This Memorandum of Lease may be executed in one or more counterparts or using counterpart signature and acknowledgement pages, all of which, when taken together, shall constitute one instrument.

S.V.
P. 2
S. A.
S. O. V.
ING 2

Attachment 2

(Signature pages follow)

**COOK COUNTY
RECORDER OF DEEDS**

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

WEST SUBURBAN PROPERTY HOLDINGS, LLC,
a Delaware limited liability company

By: **Chicago Hospital Propco LLC,**
a Delaware limited liability company,
its Managing Member

By: **Chicago Hospital Manager LLC,**
a Delaware limited liability company,
its Managing Member

By: **DFF PropCo LLC,**
a Delaware limited liability company,
its Member

By: **Midtown Acquisitions GP LLC,**
a Delaware limited liability company,
its Manager

By: _____
Name: **Avram Z. Friedman**
Title: **Manager**

By: **Deerfield Chicago PropCo, LLC,**
a Delaware limited liability company,
its Member

By: _____
Name: **David Clark**
Title: **Authorized Signatory**

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

WEST SUBURBAN PROPERTY HOLDINGS, LLC,
a Delaware limited liability company

By: **Chicago Hospital Propco LLC,**
a Delaware limited liability company,
its Managing Member

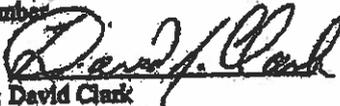
By: **Chicago Hospital Manager LLC,**
a Delaware limited liability company,
its Managing Member

By: **DFF PropCo LLC,**
a Delaware limited liability company,
its Member

By: **Midtown Acquisitions GP LLC,**
a Delaware limited liability company,
its Manager

By: _____
Name: **Avram Z. Friedman**
Title: **Manager**

By: **Deerfield Chicago PropCo, LLC,**
a Delaware limited liability company,
its Member

By: 
Name: **David Clark**
Title: **Authorized Signatory**

Signature Page to Memorandum of Lease (WestSub/River Forest)

RIVER FOREST PROPERTY HOLDINGS, LLC,
a Delaware limited liability company

By: **Chicago Hospital Propco LLC,**
a Delaware limited liability company,
its Managing Member

By: **Chicago Hospital Manager LLC,**
a Delaware limited liability company,
its Managing Member

By: **DPP PropCo LLC,**
a Delaware limited liability company,
its Member

By: **Midtown Acquisitions GP LLC,**
a Delaware limited liability company,
its Manager

By: _____
Name: **Avram Z. Friedman**
Title: **Manager**

By: **Deerfield Chicago PropCo, LLC,**
a Delaware limited liability company,
its Member

By: _____
Name: **David Clark**
Title: **Authorized Signatory**

Signature Page to Memorandum of Lease (WestSub/River Forest)

RIVER FOREST PROPERTY HOLDINGS, L.L.C.
a Delaware limited liability company

By: **Chicago Hospital Propco LLC,**
a Delaware limited liability company,
its Managing Member

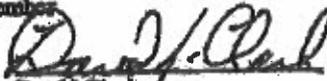
By: **Chicago Hospital Manager LLC,**
a Delaware limited liability company,
its Managing Member

By: **DFF PropCo LLC,**
a Delaware limited liability company,
its Member

By: **Midtown Acquisitions GP LLC,**
a Delaware limited liability company,
its Manager

By: _____
Name: **Avram Z. Friedman**
Title: **Manager**

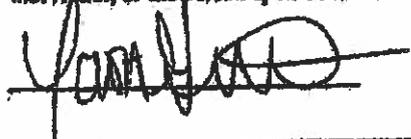
By: **Deerfield Chicago PropCo, LLC,**
a Delaware limited liability company,
its Member

By: 
Name: **David Clark**
Title: **Authorized Signatory**

Signature Page to Memorandum of Lease (Westch River Forest)

STATE OF New York)
COUNTY OF New York) ss.:

On the ___ day of NOVEMBER in the year 2019 before me, the undersigned, personally appeared Avram Z. Friedman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public (Sign and affix stamp)

COURTNEY M GRATTAN
Notary Public, State of New York
Reg. No. 02GR6362674
Qualified in New York County
Commission Expires August 7, 2021

Signature Page to Memorandum of Lease (WestSub/River Forest)

Attachment 2

STATE OF New York)
COUNTY OF New York) ss.:

On the 24 day of January in the year 2019 before me, the undersigned, personally appeared David Clark, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Mark D Stitlerman
Mark D Stitlerman
Notary Public (Sign and affix stamp)

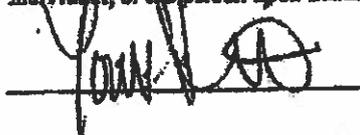
MARK D. STILERMAN
NOTARY PUBLIC, State of New York
No. 02846221185
Qualified in Queens County
Certificate Filed in New York County
Commission Expires April 30, 2022

Signature Page to Memorandum of Lease (WestSnh/River Forest)

Attachment 2

STATE OF New York)
COUNTY OF New York) ss.:

On the ___ day of April in the year 2019 before me, the undersigned, personally appeared Avram Z. Friedman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public (Sign and affix stamp)

COURTNEY M GRATTAN
Notary Public, State of New York
Reg. No. 02GR5902574
Qualified in New York County
Commission Expires August 7, 2021

Signature Page to Memorandum of Lease (WestSoh/River Forest)

STATE OF New York)
COUNTY OF New York) ss.:

On the 24 day of January in the year 2019 before me, the undersigned, personally appeared David Clark, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Mark D Shtilerman
Mark D Shtilerman
Notary Public (Sign and affix stamp)

MARK D. SHTILERMAN
NOTARY PUBLIC, State of New York
No. 026140221198
Qualified in Oneida County
Cert/State Filed in New York County
Commission Expires April 30, 2022

Signature Page to Memorandum of Lease (Wassah/River Forest)

TENANT:

PIPELINE - WEST SUBURBAN MEDICAL CENTER, LLC,
a Delaware limited liability company

By: **SRC Hospital Investments II, LLC,** a Delaware
limited liability company, its Manager

By: 
Name: **Nicholas Orzano**
Title: **Authorized Signatory**

**COOK COUNTY
RECORDER OF DEEDS**

Signature Page to Memorandum of Lease (WestSub/River Forest)

Attachment 2

STATE OF ILLINOIS)

COUNTY OF Cook) ss.:

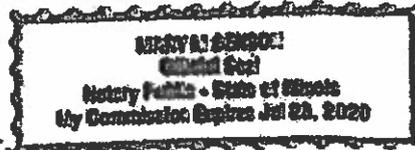
On the 24th day of Feb in the year 2019 before me, the undersigned, personally appeared Nicholas A. Brown, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Mary M. Benson

MARY M. BENSON

Notary Public

(Sign and affix stamp)



Signature Page to Memorandum of Lease (WestSub/River Forest)

Attachment 2

**COOK COUNTY
RECORDER OF DEEDS**

EXHIBIT A-1

LEGAL DESCRIPTION
(WESTSIDE)

[attached]

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

All that certain lot or parcel of land situate in the City of Chicago, County of Cook, State of Illinois, and being more particularly described as follows:

PARCEL 1:

THE SOUTH 7 FEET OF LOT 6 AND THE NORTH 1/2 OF LOT 7 IN BLOCK 20 IN RIDGELAND, A SUBDIVISION IN SECTIONS 7 AND 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THEREFROM THAT PORTION DEDICATED FOR N. HUMPHREY AVENUE BY PLAT OF DEDICATION RECORDED OCTOBER 28, 1994 AS DOCUMENT 9492877).

PN: 16-08-116-023-0000

PARCEL 2:

LOTS 1 TO 12 INCLUSIVE, IN HENRY DATES RESUBDIVISION OF LOTS 10 TO 18 INCLUSIVE, OF BLOCK 19 (EXCEPTING FROM SAID LOTS 3 AND 4 TAKEN AS A TRACT THAT PART THEREOF BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 3, SAID WEST LINE BEING ALSO THE EAST LINE OF HUMPHREY AVENUE AT A POINT BEING 89.19 FEET DISTANT SOUTH FROM THE NORTH LINE OF LOT 1 IN THE SAID RESUBDIVISION (SAID NORTH LINE BEING ALSO THE SOUTH LINE OF ERIE STREET); THENCE SOUTHERLY ALONG THE SAID WEST LINE OF LOTS 3 AND 4 AFORESAID FOR A DISTANCE OF 29.93 FEET TO A POINT IN THE WEST LINE OF LOT 4 AFORESAID; THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG A LINE CURVING CIRCULARLY TO THE LEFT AND HAVING A RADIUS OF 30.86 FEET, AN ARC DISTANCE OF 31.34 FEET TO THE POINT OF BEGINNING; AND THE WEST 1/2 OF THE VACATED NORTH AND SOUTH 20 FOOT ALLEY LYING EAST OF AND ADJOINING SAID LOTS 1 TO 12 IN THE VILLAGE OF RIDGELAND, BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND ALSO THE NORTH WEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; AND LOTS 1 TO 9 INCLUSIVE AND THE EAST 1/2 OF THE VACATED NORTH AND SOUTH 20 FOOT ALLEY LYING WEST OF AND ADJOINING SAID LOTS 1 TO 9 IN BLOCK 19 IN THE VILLAGE OF RIDGELAND, A SUBDIVISION OF THE EAST 1/2 OF THE EAST HALF OF SECTION 7 AND THE NORTH WEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD

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Attachment 2

PRINCIPAL MERIDIAN, AND THAT PORTION OF VACATED HUMPHREY STREET AS DESCRIBED BY DOCUMENT 94822877, ALL IN COOK COUNTY, ILLINOIS. THAT PORTION OF VACATED HUMPHREY STREET ALSO SET FORTH IN DOCUMENT 94897562.

PIN: Part of 16-08-117-001-0000; 16-08-117-007-0000; 16-08-117-008-0000; 16-08-117-009-0000; 16-08-117-010-0000; 16-08-117-011-0000; 16-08-117-012-0000; Part of 16-08-117-013-0000; Part of 16-08-117-015-0000; 16-08-117-016-0000

PARCEL 3:

LOTS 1 TO 4 INCLUSIVE, AND LOT 7 AND THE VACATED 10 FOOT NORTH AND SOUTH ALLEY LYING EAST OF AND ADJOINING SAID LOT 7 LYING NORTH OF THE SOUTH LINE OF SAID LOT 7 EXTENDED EAST, IN THE RESUBDIVISION OF LOTS 1 TO 4 IN BLOCK 20 IN THE VILLAGE OF RIDGELAND, BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND THE NORTH WEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-08-116-012-0000; 16-08-116-013-0000; 16-08-116-014-0000; 16-08-116-015-0000; 16-08-116-016-0000

PARCEL 4:

LOT 6 (EXCEPT THE NORTH 6 FEET AND EXCEPT THE SOUTH 7 FEET THEREOF) IN BLOCK 20 IN RIDGELAND, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND THE NORTH WEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-08-116-022-0000

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Attachment 2

PARCEL 5:

LOT 4 (EXCEPT THE NORTH 16 FEET THEREOF) AND ALL OF LOTS 5 TO 14 BOTH INCLUSIVE, (EXCEPTING FROM SAID LOTS 13 AND 14 TAKEN AS A TRACT THAT PART THEREOF BOUNDED AND DESCRIBED AS FOLLOWS:

**COMMENCING AT A POINT IN THE WEST LINE OF SAID LOT 13 BEING 165.03 FEET DISTANT NORTH OF THE SOUTH LINE OF LOT 10 (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF ERIE STREET); THENCE NORTHERLY ALONG THE WEST LINES OF LOTS 13 AND 14 (BEING ALSO THE EAST LINE OF HUMPHREY AVENUE) FOR A DISTANCE OF 29.93 FEET TO A POINT IN THE WEST LINE OF SAID LOT 14; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG A LINE CURVING (CIRCULARLY TO THE RIGHT AND HAVING A RADIUS OF 30.00 FEET IN ARC DISTANCE OF 31.34 FEET TO THE POINT OF BEGINNING);
AND LOT 15 (EXCEPT THE NORTH 15 FEET THEREOF);**

AND THAT PART OF THE VACATED NORTH AND SOUTH 20 FOOT ALLEY IN BLOCK 18 IN VILLAGE OF RIDGELAND SUBDIVISION, LYING NORTH OF THE SOUTH LINE OF LOT 9 EXTENDED OVER AND LYING SOUTH OF SOUTH LINE OF 16 FOOT EAST WEST ALLEY IN SAID BLOCK 18 EXTENDED WEST IN BLOCK 18 IN RIDGELAND, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND THE NORTH WEST QUARTER AND THE WEST HALF OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-08-111-006-0000; Part of 16-08-111-009-0000; 16-08-111-013-0000; 16-08-111-014-0000; 16-08-111-015-0000; 16-08-111-016-0000; 16-08-111-017-0000; Part of 16-08-111-018-0000; Part of 16-08-111-021-0000; Part of 16-08-111-022-0000

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Attachment 2

PARCEL 6:

THE SOUTH 1/2 OF LOT 5 AND ALL OF LOTS 6 TO 9 INCLUSIVE IN BLOCK 17 IN THE VILLAGE OF RIDGELAND, BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND OF THE NORTH WEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: Part of 16-08-110-019-0000; Part of 16-08-110-020-0000; Part of 16-08-110-021-0000;
Part of 16-08-110-022-0000; Part of 16-08-110-023-0000

PARCEL 7:

LOTS 328 TO 332 BOTH INCLUSIVE, IN BLOCK 12 IN AUSTIN'S SECOND ADDITION TO AUSTINVILLE, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 AND THE WEST 1/2 OF THE NORTH EAST 1/4 (EXCEPT THE EAST 15 ACRES OF THE NORTH HALF OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 AND RAILROAD RIGHT OF WAYS) OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-08-211-020-0000; 16-08-211-021-0000; 16-08-211-022-0000; 16-08-211-023-0000

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Attachment 2

PARCELS:

THAT PART OF VACATED ERIE STREET AND VACATED HUMPHREY AVENUE DESCRIBED AS FOLLOWS:

THAT PART OF 66 FOOT WIDE ERIE STREET LYING EAST OF A LINE RUNNING FROM THE SOUTH WEST CORNER OF LOT 9 IN BLOCK 17 IN THE VILLAGE OF RIDGELAND, AND THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 9, EXTENDED SOUTH, TO THE NORTH WEST CORNER OF LOT 7 IN THE RESUBDIVISION OF LOTS 1 THROUGH 4 IN BLOCK 20 IN THE SAID VILLAGE OF RIDGELAND (SAID LINE BEING ALSO THE EASTERLY LINE, AS EXTENDED, OF THE NORTH SOUTH 20 FOOT ALLEY RUNNING THROUGH SAID BLOCKS 17 AND 20), AND LYING WEST OF A LINE RUNNING FROM THE SOUTHEAST CORNER OF LOT 9 IN BLOCK 18 IN THE VILLAGE OF RIDGELAND; AND THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 9, EXTENDED SOUTH TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 19 IN THE SAID VILLAGE OF RIDGELAND, (BEING ALSO THE WEST LINE OF AUSTIN BOULEVARD);

TOGETHER WITH THAT PART OF 39 FOOT WIDE VACATED HUMPHREY AVENUE LYING EAST OF AND ADJOINING THE EAST LINES OF BLOCKS 17 AND 20 AFORESAID AND LYING WEST OF AND ADJOINING THE WEST LINES OF BLOCKS 18 AND 19 AFORESAID;

TOGETHER WITH ALL OF THE RECTANGULAR AREA FORMING THE INTERSECTION OF THE AFORESAID ERIE STREET AND AFORESAID HUMPHREY AVENUE, ALL TAKEN TOGETHER AS A TRACT, AND FALLING WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND (BEING ENTIRELY WITHIN THE SAID VILLAGE OF RIDGELAND, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND OF THE NORTH WEST QUARTER AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY), ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING

AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 19 AFORESAID (BEING THE INTERSECTION OF THE WEST LINE OF AUSTIN BOULEVARD AND THE SOUTH LINE OF ERIE STREET) AND RUNNING THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOT 1 IN BLOCK 19 AFORESAID (SAID LINE BEING THE SOUTH LINE OF ERIE STREET) FOR A DISTANCE OF 362.26 FEET TO THE NORTHWEST CORNER OF LOT 1 IN HENRY DATE'S RESUBDIVISION OF LOTS 10 TO 18, BOTH INCLUSIVE, IN BLOCK 19 AFORESAID; THENCE SOUTHERLY ALONG THE WEST LINE OF LOTS 1, 2, AND 3 IN DATE'S RESUBDIVISION AFORESAID (SAID WEST LINE BEING ALSO THE EAST LINE OF HUMPHREY AVENUE); FOR A DISTANCE 89.19 FEET TO A POINT; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG A LINE CIRCULARLY CURVING TO THE LEFT, AND HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 78.57 FEET TO A POINT (SAID POINT BEING 24.0 FEET EAST OF THE EAST LINE OF BLOCK 20; SAID EAST LINE BEING ALSO THE WEST LINE OF HUMPHREY AVENUE) AND RUNNING THENCE SOUTHERLY ALONG A LINE 24.0 FEET EAST OF AND PARALLEL TO THE SAID WEST LINE OF HUMPHREY AVENUE, FOR A DISTANCE OF 30.0 FEET TO A POINT ON THE SOUTH LINE OF LOT 4 IN THE RESUBDIVISION OF LOTS 1 THROUGH 4 IN BLOCK 20 AFORESAID EXTENDED EAST; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 4, EXTENDED EAST, A DISTANCE OF 24.0 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 (WHICH POINT IS ALSO THE WEST LINE OF HUMPHREY AVENUE); THENCE NORTHERLY ALONG THE EAST LINE OF LOTS 4, 3, 2, AND 1 IN THE SAID RESUBDIVISION IN BLOCK 20, FOR A DISTANCE OF 134.16 FEET TO A POINT (BEING THE SOUTH LINE OF WEST ERIE STREET) AT THE

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NORTHEAST CORNER OF SAID LOT 1; THENCE WESTERLY ALONG THE NORTH LINE OF LOT 1, AND THE NORTH LINE OF LOT 1 EXTENDED WEST, AND ALONG THE NORTH LINE OF LOT 7 IN THE SAID RESUBDIVISION OF LOTS 1 THROUGH 4 IN BLOCK 20, FOR A DISTANCE OF 171.13 FEET TO THE NORTHWEST CORNER OF SAID LOT 7 IN THE RESUBDIVISION, THENCE NORTH 65.00 FEET TO THE SOUTHWEST CORNER OF LOT 9 IN BLOCK 17 AFORESAID; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 9 IN BLOCK 20 (BEING ALSO THE NORTH LINE OF ERIE STREET) FOR A DISTANCE OF 171.13 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH ALONG THE EAST LINES OF SAID LOTS 5 TO 9 IN SAID BLOCK 17, FOR A DISTANCE OF 210.0 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF LOT 5 IN BLOCK 17; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID LOT 5 EXTENDED EAST, FOR A DISTANCE OF 24.0 FEET; THENCE SOUTH ALONG A LINE 24.0 FEET EAST OF AND PARALLEL TO THE EAST LINE OF LOT 5 AFORESAID (BEING ALSO THE WEST LINE OF HUMPHREY AVENUE) 30.0 FEET TO A POINT; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG A LINE CIRCULARLY CURVING TO THE LEFT, AND HAVING A RADIUS OF 30.0 FEET, AN ARC DISTANCE OF 78.57 FEET TO A POINT ON THE WEST LINE OF LOT 13 IN BLOCK 18 AFORESAID (SAID WEST LINE BEING ALSO THE EAST LINE OF HUMPHREY AVENUE); THENCE SOUTH ALONG THE WEST LINES OF LOTS 10 TO 13, (BEING THE EAST LINE OF HUMPHREY AVENUE) FOR A DISTANCE OF 165.03 FEET TO THE SOUTHWEST CORNER OF LOT 10 IN BLOCK 18; THENCE EAST ALONG THE SOUTH LINE OF LOT 10, THE SOUTH LINE OF LOT 10 EXTENDED EAST, AND THE SOUTH LINE OF LOT 9, ALL IN BLOCK 18, FOR A DISTANCE OF 362.26 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9 IN BLOCK 18 (SAID CORNER BEING ALSO THE EAST LINE OF SAID LOT 9 AND THE WEST LINE OF AUSTIN BOULEVARD); THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 9, EXTENDED SOUTH, FOR A DISTANCE OF 66.0 FEET TO THE POINT OF BEGINNING, ALL IN THE AFOREMENTIONED VILLAGE OF RIDGELAND SUBDIVISION IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

(*Inadvertently referred to as "East" in prior deeds)

PDN: Part of 16-08-110-019-0000	Part of 16-08-116-015-0000	Part of 16-08-117-001-0000
Part of 16-08-110-020-0000	Part of 16-08-116-016-0000	Part of 16-08-117-007-0000
Part of 16-08-110-021-0000	Part of 16-08-116-018-0000	Part of 16-08-117-008-0000
Part of 16-08-110-022-0000	Part of 16-08-116-019-0000	Part of 16-08-117-009-0000
Part of 16-08-110-023-0000	Part of 16-08-116-020-0000	Part of 16-08-117-010-0000
Part of 16-08-111-009-0000	Part of 16-08-116-021-0000	Part of 16-08-117-011-0000
Part of 16-08-111-018-0000	Part of 16-08-116-022-0000	Part of 16-08-117-012-0000
Part of 16-08-111-021-0000	Part of 16-08-116-023-0000	Part of 16-08-117-013-0000
Part of 16-08-116-012-0000	Part of 16-08-116-024-0000	Part of 16-08-117-015-0000
Part of 16-08-116-013-0000	Part of 16-08-116-025-0000	Part of 16-08-117-016-0000
Part of 16-08-116-014-0000	Part of 16-08-116-026-0000	

PARCEL 9:

INTENTIONALLY DELETED.

PARCEL 10:

INTENTIONALLY DELETED.

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PARCEL 11:

INTENTIONALLY DELETED.

PARCEL 12:

INTENTIONALLY DELETED.

PARCEL 13:

THE SOUTH 12 1/2 FEET OF LOT 4 AND THE NORTH 1/2 OF LOT 5 IN BLOCK 17 IN THE VILLAGE OF RIDGELAND BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND NORTHWEST 1/4 AND WEST 1/2 OF WEST 1/2 OF SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN: 16-08-110-018-0000

PARCEL 14:

LOT 5 IN THE RESUBDIVISION OF LOTS 1, 2, 3, AND 4 IN BLOCK 20 IN RIDGELAND IN SECTIONS 7 AND 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-08-116-017-0000

PARCEL 15:

THE NORTH 17 FEET OF LOT 5 IN BLOCK 20 IN VILLAGE RIDGELAND AND ALL OF LOT 6 IN BATHORN'S SUBDIVISION OF LOT 1 THROUGH 4 IN SAID BLOCK 20 BEING A SUBDIVISION OF SECTION 7 AND 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-08-116-018-0000; 16-08-116-019-0000

PARCEL 16:

THE SOUTH 33 FEET OF LOT 5 AND THE NORTH 6 FEET OF LOT 6 IN BLOCK 20 IN THE VILLAGE OF RIDGELAND BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-08-116-020-0000; 16-08-116-021-0000

PARCEL 17:

THE NORTH 37 1/2 FEET OF LOT 4 IN BLOCK 17 IN VILLAGE OF RIDGELAND BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7, AND THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, ALL IN TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PIN: 16-08-110-017-0000

PARCEL 18:

INTENTIONALLY DELETED.

PARCEL 19:

INTENTIONALLY DELETED.

PARCEL 20:

INTENTIONALLY DELETED.

PARCEL 21:

THE SOUTH 7 FEET OF LOT 6 AND ALL OF LOTS 7, 8 AND 9 IN BLOCK 20 IN RIDGELAND, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPTING FROM SAID LOT 6 (EXCEPT THE NORTH 6 FEET) AND SAID LOTS 7, 8 AND 9 THAT PORTION DEDICATED FOR N. HUMPHREY AVENUE BY PLAT OF DEDICATION RECORDED OCTOBER 28, 1994 AS DOCUMENT 94922877).

EXCEPTING THEREFROM THE SOUTH 7 FEET OF LOT 6 AND THE NORTH 1/2 OF LOT 7 IN BLOCK 20 IN RIDGELAND, A SUBDIVISION IN SECTIONS 7 AND 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THEREFROM THAT PORTION DEDICATED FOR N. HUMPHREY AVENUE BY PLAT OF DEDICATION RECORDED OCTOBER 28, 1994 AS DOCUMENT 94922877).

AND EXCEPTING THEREFROM LOT 6 (EXCEPT THE NORTH 6 FEET AND EXCEPT THE SOUTH 7 FEET THEREOF) IN BLOCK 20 IN RIDGELAND, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND THE NORTH WEST 1/4 AND THE WEST 1/2 OF THE

WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-08-116-024-0000; 16-08-116-025-0000; 16-08-116-026-0000

PARCEL 22:

THOSE PORTIONS OF HUMPHREY AVENUE AND EAST WEST PUBLIC ALLEY VACATED BY ORDINANCE RECORDED MARCH 2, 2007 AS DOCUMENT NUMBER 0706134053 DESCRIBED AS FOLLOWS:

THAT PART OF HUMPHREY AVENUE RIGHT-OF-WAY LYING NORTH OF ONTARIO STREET IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF ONTARIO STREET AND THE WEST LINE OF HUMPHREY AVENUE (AS DEDICATED PER DOCUMENT 94922877); THENCE NORTH ALONG THE WEST LINE OF HUMPHREY AVENUE AS DEDICATED BY DOCUMENT 94922877 A

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West Suburban Medical Center**

Attachment 2

DISTANCE OF 237.94 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF ONTARIO STREET, 14.00 FEET TO A POINT ON THE EAST LINE OF LOT 6 IN BLOCK 20 IN VILLAGE OF RIDGELAND SUBDIVISION, THENCE NORTH ALONG THE EAST LINE OF SAID LOT 6 AND LOT 5 IN BLOCK 20 IN SAID VILLAGE OF RIDGELAND (SAID EAST LINE OF LOTS 5 AND 6 ALSO BEING THE WEST LINE OF HUMPHREY AVENUE) A DISTANCE OF 57.28 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE OF ONTARIO STREET A DISTANCE OF 14.00 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF HUMPHREY AVENUE 29.98 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 30.00 FEET FOR AN ARC DISTANCE OF 78.57 FEET TO A POINT ON THE EAST LINE OF SAID HUMPHREY AVENUE; THENCE SOUTHEASTERLY AND SOUTHWESTERLY 31.34 FEET ALONG THE ARC OF A CIRCLE CONVEX EASTERLY, HAVING A RADIUS OF 30.00 FEET AND A CHORD DIMENSION OF 29.93 FEET TO A POINT ON THE EAST LINE OF HUMPHREY AVENUE; THENCE SOUTH ALONG SAID EAST LINE, 72.46 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF ONTARIO STREET, 14.00 FEET; THENCE SOUTH ALONG A LINE 14.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF HUMPHREY AVENUE A DISTANCE OF 237.97 FEET TO A POINT ON THE NORTH LINE OF ONTARIO STREET; THENCE WEST ALONG SAID NORTH LINE OF ONTARIO STREET 80.00 FEET TO THE POINT OF BEGINNING.

ALSO,

ALL THAT PART OF THE EAST AND WEST 10.00 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINE OF LOT 7 AND ITS EASTERLY EXTENSION TO THE WEST LINE OF LOT 4 IN THE RESUBDIVISION OF LOTS 1 TO 4 IN BLOCK 20 IN THE VILLAGE OF RIDGELAND, BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: Part of 16-08-116-012-0000; Part of 16-08-116-017-0000; Part of 16-08-116-019-0000
 Part of 16-08-116-020-0000; Part of 16-08-116-021-0000; Part of 16-08-116-022-0000;
 Part of 16-08-116-023-0000; Part of 16-08-116-024-0000; Part of 16-08-116-025-0000;
 Part of 16-08-116-026-0000

MOL
 West Suburban Medical Center

Attachment 2

EXHIBIT A-2

LEGAL DESCRIPTION
(RIVER FOREST)

[attached]

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

Attachment 2

All that certain lot or parcel of land situated in the City of Chicago, County of Cook, State of Illinois, and being more particularly described as follows:

PARCEL 1:

THAT PART FOR THE FOLLOWING DESCRIBED TRACT OF LAND, LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF THE SOUTH 50.00 FEET OF SAID TRACT (BEING THE NORTH LINE OF CENTRAL AVENUE) AND THROUGH A POINT OF SAID NORTH LINE THAT IS 22.25 FEET WEST, (AS MEASURED ALONG SAID NORTH LINE), ON THE EAST LINE OF SAID TRACT AND LYING NORTH OF AND ADJOINING THE NORTH LINE OF SAID SOUTH 50.00 FEET THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION, 63.88 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4, SAID POINT BEING AT THE INTERSECTION OF THE NORTH LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, WITH THE EAST LINE OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SAID NORTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 271.4 FEET; THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SAID NORTHEAST 1/4 OF SAID SECTION TO A POINT 875-1/2 FEET EAST OF THE WEST LINE OF SAID NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF SAID SECTION TO SAID NORTH LINE OF THE RIGHT OF WAY OF SAID CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE EAST ALONG THE NORTH LINE OF SAID RIGHT OF WAY TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM ANY PORTION OF SAID PREMISES LYING NORTH OF A LINE 15 RODS SOUTH OF AND PARALLEL TO THE CENTERLINE OF LAKE STREET), AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION, 63.88 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4, SAID POINT BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY WITH THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SAID NORTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 50.00 FEET AND THENCE CONTINUING NORTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SAID NORTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 221.40 FEET TO A POINT 271.40 FEET

MOL
Elev: Permit MOB

Attachment 2

NORTH OF SAID POINT OF BEGINNING, SAID POINT BEING AT A POINT 247.5 FEET SOUTH OF THE CENTERLINE OF LAKE STREET; THENCE WEST ON A LINE 247.5 FEET SOUTH OF AND PARALLEL TO THE CENTERLINE OF LAKE STREET, FOR A DISTANCE OF 246.52 FEET AND THENCE SOUTH 217.71 FEET TO THE NORTH LINE OF CENTRAL AVENUE AT A POINT 248.67 FEET WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE CONTINUING SOUTH ON A PROLONGATION OF THE LAST DESCRIBED LINE, TO THE SAID NORTH LINE OF THE RIGHT OF WAY OF SAID CHICAGO AND NORTHWESTERN RAILROAD COMPANY; THENCE EAST ALONG THE NORTH LINE OF SAID RIGHT OF WAY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE NORTH ALONG THE EAST LINE OF SAID WEST 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 334-1/2 FEET TO A POINT, WHICH IS 247-1/2 FEET SOUTH OF THE CENTER LINE OF LAKE STREET AS A PLACE OF BEGINNING; THENCE NORTH ALONG SAID EAST LINE 247-1/2 FEET TO THE CENTERLINE OF LAKE STREET; THENCE WEST ALONG THE CENTERLINE OF LAKE STREET, A DISTANCE OF 296.00 FEET; THENCE SOUTH PARALLEL WITH THE SAID EAST LINE, A DISTANCE OF 247-1/2 FEET; THENCE EAST, 296.00 FEET TO THE PLACE OF BEGINNING, (EXCEPTING FROM SAID TRACT THOSE PORTIONS THEREOF, FALLING IN STREETS AND HIGHWAYS), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 63.25 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4, SAID POINT BEING AT THE INTERSECTION OF THE NORTH LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY, WITH THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SAID NORTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 50.00 FEET AND THENCE CONTINUING NORTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SAID NORTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 221.40 FEET TO A POINT 271.40 FEET

MOL
Kiser Forest MOB

Attachment 2

NORTH OF SAID POINT OF BEGINNING, SAID POINT BEING AT A POINT 247.5 FEET SOUTH OF THE CENTERLINE OF LAKE STREET; THENCE WEST ON A LINE 247.5 FEET SOUTH OF AND PARALLEL TO THE CENTERLINE OF LAKE STREET, FOR A DISTANCE OF 246.52 FEET AND THENCE SOUTH 217.71 FEET TO THE NORTH LINE OF CENTRAL AVENUE AT A POINT 246.67 FEET WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE CONTINUING SOUTH ON A PROLONGATION OF THE LAST DESCRIBED LINE TO THE SAID NORTH LINE OF THE RIGHT OF WAY OF SAID CHICAGO AND NORTHWESTERN RAILROAD COMPANY; THENCE EAST ALONG THE NORTH LINE OF SAID RIGHT OF WAY TO THE POINT OF BEGINNING, (EXCEPTING FROM SAID TRACT THOSE PORTIONS THEREOF, FALLING IN STREETS AND HIGHWAY), IN COOK COUNTY, ILLINOIS.

Permanent Index No.: 15-12-220-038-0000

MOJ
River Forest MOB

Attachment 2

Section 1

Attachment 3

I. Operating Entity 5% or Greater Ownership Interests: Current Structure

Pipeline—West Suburban Medical Center, LLC (“WSMC OpCo”) is the current licensee and operator of WSMC. Copies of the current WSMC Joint Commission accreditation and Illinois hospital license are attached at Attachment 5. WSMC anticipates a Joint Commission triennial survey in the near future.

WSMC OpCo will continue as the licensee and operator of WSMC upon completion of the Transaction.

The Illinois Certificate of Good Standing for WSMC OpCo is attached at Attachment 1.

The following persons directly own 5% or greater interest in WSMC OpCo¹:

Name: SRC Hospital Investments II, LLC
Ownership percentage: 100%

The following persons indirectly own 5% or greater interest in WSMC OpCo through ownership in SRC Hospital Investments II, LLC:

DFP Opco LLC	34.40%
Deerfield PH Holdings IV, L.P.	36.20%
SRC Healthcare Investments I, LLC	9.91%
Mokuleia, LLC	9.91%

The following persons indirectly own 5% or greater interest in WSMC OpCo through ownership in DFP Opco LLC:

Name: Davidson Kempner Long-Term Distressed Opportunities Fund IV L.P.
Ownership percentage: 11.67%

Name: DK LDOI IV Aggregate Holdco L.P.
Ownership percentage: 22.73%

The following persons indirectly own 5% or greater ownership interest in WSMC OpCo through non-controlling ownership in Deerfield PH Holdings IV, L.P.:

Name: Deerfield PH IV Intermediary, Inc.
Indirect Ownership interest in WSMC OpCo: 5.03%

The following persons indirectly own 5% or greater ownership interest in WSMC OpCo through non-controlling ownership in Deerfield PH IV Intermediary, Inc.:

Name: Deerfield PH Feeder IV, L.P.
Indirect Ownership interest In WSMC OpCo: 5.03%

¹ All direct and indirect ownership interests are stated as percentage ownership of WSMC OpCo.

No owner of SRC Healthcare Investments I, LLC, Mokuleia, LLC, Davidson Kempner Long-Term Distressed Opportunities Fund IV L.P., DK LDOI IV Aggregate Holdco L.P., Deerfield PH IV Intermediary, Inc. or Deerfield PH Feeder IV, L.P. indirectly owns 5% or greater interest in WSMC OpCo.

II. Operating Entity 5% or Greater Ownership Interests: Proposed Structure

The following persons would directly own 5% or greater interest in WSMC OpCo:

Name: SRC Hospital Investments II, LLC ("SRC II")

Ownership percentage: 100%

The following persons would indirectly own 5% or greater interest in WSMC OpCo through ownership in SRC II:

Name: Pipeline Health Systems Holdings, LLC ("PHSH")

Ownership percentage: 100%

The following persons would indirectly own 5% or greater interest in WSMC OpCo through ownership in PHSH:

Name: Pipeline Health System, LLC ("PHS")

Ownership percentage: 100%

The following persons would indirectly own 5% or greater interest in WSMC OpCo through ownership in PHS:

Name: Pipeline Hospital Holdings, LLC ("PHH")

Ownership percentage: 29.40%

Name: DFP OpCo LLC

Ownership percentage: 34.40%

Name: Deerfield PH Holdings IV, L.P.

Ownership percentage: 36.20%

The following persons would indirectly own 5% or greater interest in WSMC OpCo through ownership in PHH:

Name: Hollister Health Holdings, LLC

Ownership percentage: 11.69%. No owner of Hollister Health Holdings, LLC owns 5% or more of WSMC OpCo.

Name: JPM Property Holdings, LLC

Ownership percentage: 5.38%. James P. MacPherson owns 100% of JPM Property Holdings, LLC.

The following persons would indirectly own 5% or greater interest in WSMC OpCo through ownership in DFP OpCo LLC:

Name: Davidson Kempner Long-Term Distressed Opportunities Fund IV L.P.

Ownership percentage: 11.67%

Name: DK LDOI IV Aggregate Holdco L.P.

Ownership percentage: 22.73%

The following persons would indirectly own 5% or greater ownership interest in WSMC OpCo through non-controlling ownership in Deerfield PH Holdings IV, L.P.:

Name: Deerfield PH IV Intermediary, Inc.

Indirect Ownership interest in WSMC OpCo: 5.03%

The following persons would indirectly own 5% or greater ownership interest in WSMC OpCo through non-controlling ownership in Deerfield PH IV Intermediary, Inc.:

Name: Deerfield PH Feeder IV, L.P.

Indirect Ownership interest in WSMC OpCo: 5.03%

No owner of Davidson Kempner Long-Term Distressed Opportunities Fund IV L.P., DK LDOI IV Aggregate Holdco L.P., Deerfield PH IV Intermediary, Inc. or Deerfield PH IV, L.P. would indirectly own 5% or greater interest in WSMC OpCo.

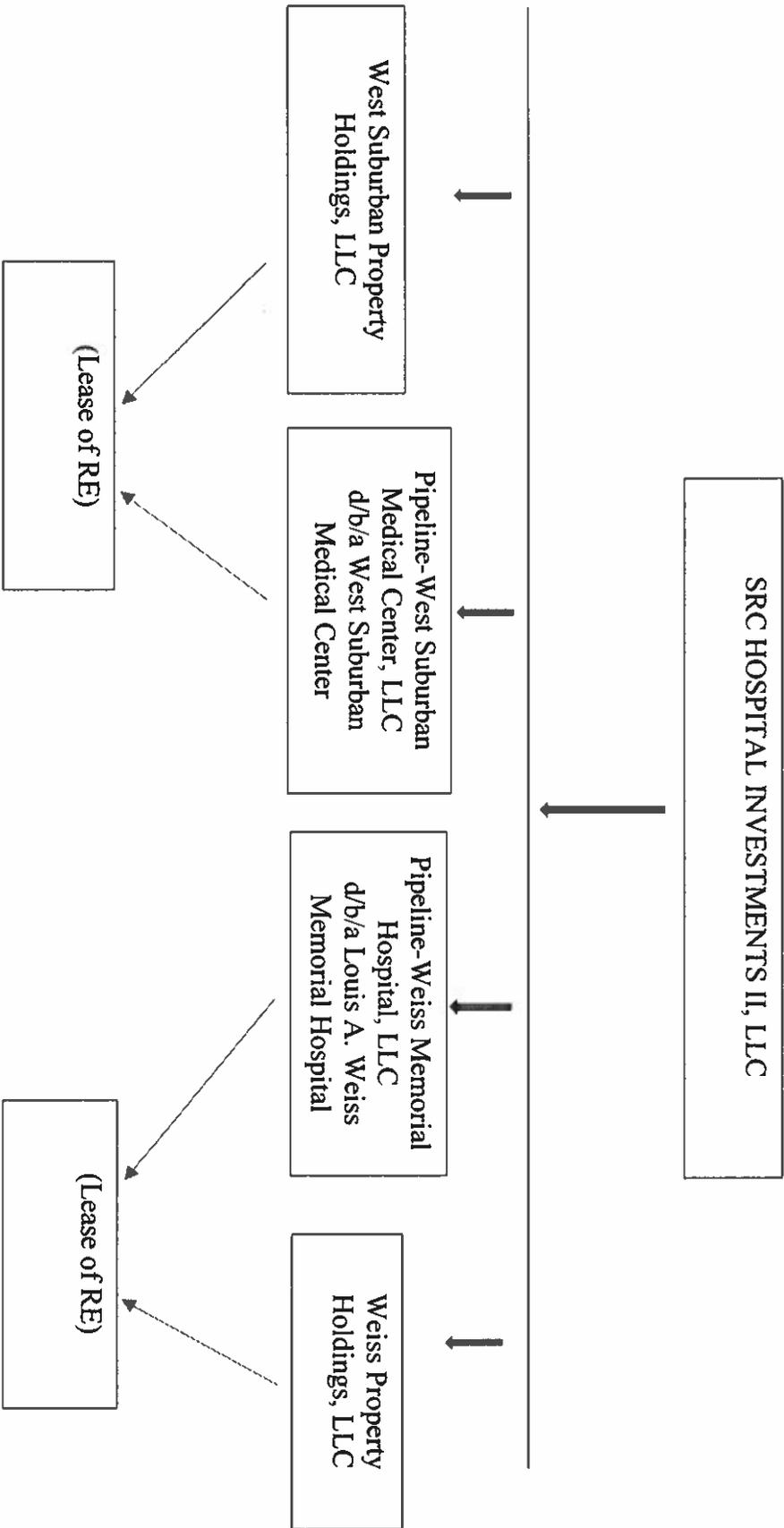
Section 1

Attachment 4

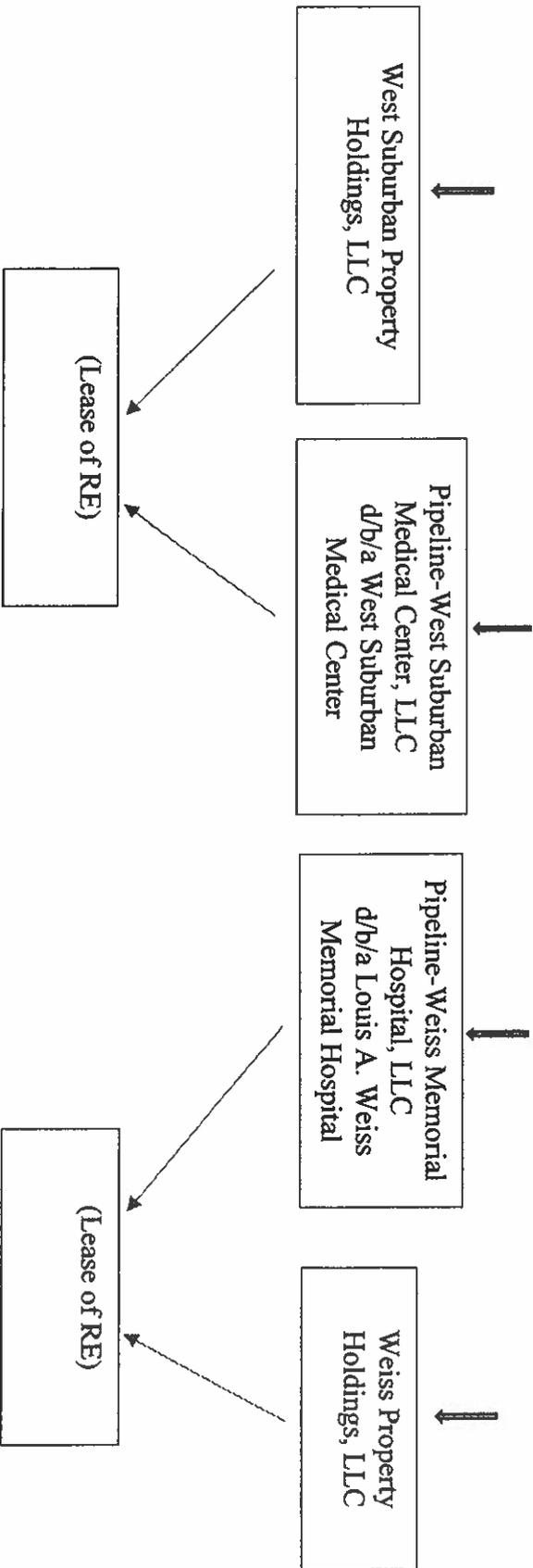
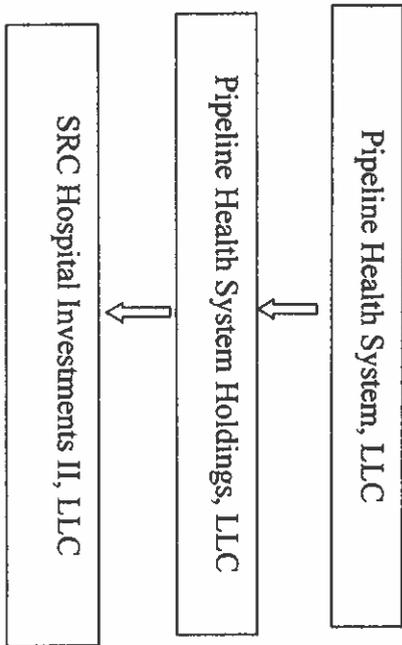
Organizational Relationships

The organizational charts for each Applicant are attached at Attachment 4

PRE-TRANSACTION STRUCTURE



POST-TRANSACTION STRUCTURE



Section III**Attachment 5****Criterion 1110.230(a), Background of Applicants****SRC**

1. SRC is a Delaware limited liability company.
2. SRC is the sole member of the following Illinois hospital licensees: Pipeline-West Suburban Medical Center, LLC and Pipeline—Weiss Memorial Hospital, LLC. SRC also is the sole member of Pipeline—Westlake Hospital, LLC, but does not currently operate or control Westlake Hospital due to a Chapter 7 bankruptcy proceeding.
3. There have been no adverse actions taken against any facility owned or operated in Illinois by SRC during the three (3) year period prior to the filing of this Application. A letter certifying the above information is attached at ATTACHMENT 5.
4. An authorization letter granting access to the Review Board and the Illinois Department of Public Health ("IDPH") to verify information regarding SRC is attached at ATTACHMENT 5.

WSMC OpCo

5. WSMC OpCo is a Delaware limited liability company. WSMC OpCo is the licensee and operator of WSMC, and will continue as the licensee and operator following consummation of the Transaction.
6. SRC is the sole member of WSMC OpCo.
7. Copies of WSMC's general acute care hospital license and Joint Commission accreditation are attached at ATTACHMENT 5. WSMC OpCo does not operate, and has not in the past operated, any Illinois hospital or other licensed health facility other than WSMC.
8. There have been no adverse actions taken against any facility owned or operated in Illinois by WSMC OpCo during the three (3) year period prior to the filing of this Application. A letter certifying the above information is attached at ATTACHMENT 5.
9. An authorization letter granting access to the Review Board and the Illinois Department of Public Health ("IDPH") to verify information regarding WSMC OpCo is attached at ATTACHMENT 5.

Pipeline Health System

10. Pipeline Health System, LLC (PHS) is a Delaware limited liability company.
11. The members of PHS holding a 5% or greater ownership interest are listed in ATTACHMENT 3.
12. An authorization letter granting access to the Review Board and IDPH to verify information regarding PHS is attached at ATTACHMENT 5.
13. PHS has not owned or operated any licensed health care facility in Illinois during the three (3) year period prior to the filing of this Application. A letter certifying the above information is attached at ATTACHMENT 5.



3 ERIE COURT
OAK PARK, ILLINOIS 60302
708.383.6200

January 6, 2020

Ms. Courtney R. Avery
Administrator
Illinois Health Facilities & Services Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Mr. Michael Constantino
Supervisor, Project Review Section
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Re: Authorization to Access Information (West Suburban Medical Center Certificate of Exemption)

Dear Ms. Avery and Mr. Constantino:

Pursuant to 77 Ill. Admin. Code §1110.230, I hereby authorize the Illinois Health Facilities and Services Review Board (the "Board") and the Illinois Department of Public Health ("IDPH") to access all information necessary to verify any documentation or information submitted by Pipeline—West Suburban Medical Center, LLC with this application. I further authorize the Board and IDPH to obtain any additional documentation or information which the Board or IDPH finds pertinent and necessary to process this application.

Sincerely,


Joseph Ottolino
Chief Executive Officer

SUBSCRIBED AND SWORN
Before me this 6th day of
January 2020


Notary Public



January 8, 2020

Ms. Courtney R. Avery
Administrator
Illinois Health Facilities & Services Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

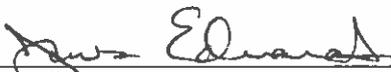
Mr. Michael Constantino
Supervisor, Project Review Section
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Re: Authorization to Access Information (West Suburban Medical Center Certificate of Exemption)

Dear Ms. Avery and Mr. Constantino:

Pursuant to 77 Ill. Admin. Code §1110.230, I hereby authorize the Illinois Health Facilities and Services Review Board (the "Board") and the Illinois Department of Public Health ("IDPH") to access all information necessary to verify any documentation or information submitted by SRC Hospital Investments II, LLC with this application. I further authorize the Board and IDPH to obtain any additional documentation or information which the Board or IDPH finds pertinent and necessary to process this application.

Sincerely,


James Edwards
Chief Executive Officer

SUBSCRIBED AND SWORN
Before me this 8th day of
January 2020


Notary Public



January 6, 2020

Ms. Courtney R. Avery
Administrator
Illinois Health Facilities & Services Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Mr. Michael Constantino
Supervisor, Project Review Section
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Re: Authorization to Access Information (West Suburban Medical Center Certificate of Exemption)

Dear Ms. Avery and Mr. Constantino:

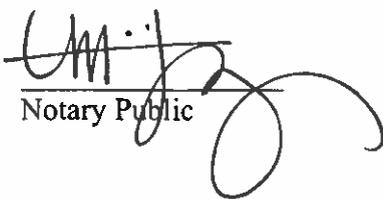
Pursuant to 77 Ill. Admin. Code §1110.230, I hereby authorize the Illinois Health Facilities and Services Review Board (the "Board") and the Illinois Department of Public Health ("IDPH") to access all information necessary to verify any documentation or information submitted by Pipeline Health System, LLC with this application. I further authorize the Board and IDPH to obtain any additional documentation or information which the Board or IDPH finds pertinent and necessary to process this application.

Sincerely,

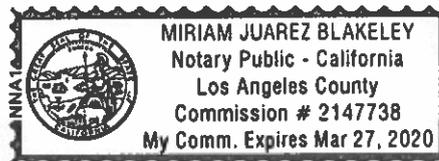


Nicholas Orzano
Co-President

SUBSCRIBED AND SWORN
Before me this 6th day of
January 2020



Notary Public





3 ERIE COURT
OAK PARK, ILLINOIS 60302
708.383.6200

January 6, 2020

Ms. Courtney R. Avery
Administrator
Illinois Health Facilities & Services Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Mr. Michael Constantino
Supervisor, Project Review Section
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Re: No Adverse Action Certification (West Suburban Medical Center Certificate of Exemption)

Dear Ms. Avery and Mr. Constantino:

I hereby certify, under the penalty of perjury as provided in §1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, and pursuant to 77 Ill. Admin. Code §§ 1110.230 and 1130.520(b)(1)(B) that there have been no adverse actions taken against any Illinois facility owned or operated by Pipeline--West Suburban Medical Center, LLC during the three (3) years prior to the filing of this application for a Certificate of Exemption.

Sincerely,


Joseph Ottolino
Chief Executive Officer

SUBSCRIBED AND SWORN
Before me this 6th day of
January 2020


Notary Public



January 8, 2020

Ms. Courtney R. Avery
Administrator
Illinois Health Facilities & Services Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

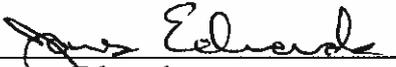
Mr. Michael Constantino
Supervisor, Project Review Section
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Re: No Adverse Action Certification (West Suburban Medical Center Certificate of Exemption)

Dear Ms. Avery and Mr. Constantino:

I hereby certify, under the penalty of perjury as provided in §1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, and pursuant to 77 Ill. Admin. Code §§ 1110.230 and 1130.520(b)(1)(B) that there have been no adverse actions taken against any Illinois facility owned or operated by SRC Hospital Investments II, LLC during the three (3) years prior to the filing of this application for a Certificate of Exemption.

Sincerely,


James Edwards
Chief Executive Officer

SUBSCRIBED AND SWORN
Before me this 8th day of
January 2020


Notary Public



January 6, 2020

Ms. Courtney R. Avery
Administrator
Illinois Health Facilities & Services Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

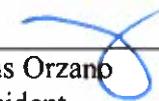
Mr. Michael Constantino
Supervisor, Project Review Section
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Re: No Adverse Action Certification (West Suburban Medical Center Certificate of Exemption)

Dear Ms. Avery and Mr. Constantino:

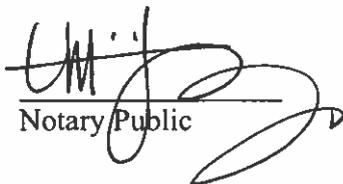
I hereby certify, under the penalty of perjury as provided in §1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, and pursuant to 77 Ill. Admin. Code §§ 1110.230 and 1130.520(b)(1)(B) that Pipeline Health System, LLC has not owned or operated an Illinois facility during the three (3) years prior to the filing of this application for a Certificate of Exemption, and therefore no adverse actions have been taken against any Illinois facility owned or operated by Pipeline Health System, LLC during that time period.

Sincerely,



Nicholas Orzano
Co-President

SUBSCRIBED AND SWORN
Before me this 6th day of
January 2020



Notary Public





**Illinois Department of
PUBLIC HEALTH**

HF117466

← DISPLAY THIS MARK IN A
CONSPICUOUS PLACE

LICENSE PERMIT CERTIFICATION REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

Nirav D. Shah, M.D., J.D.
Director

Issued under the authority of
the Illinois Department of
Public Health

EXPIRES DATE	CATEGORY	LIC NUMBER
1/27/2020		0006130
General Hospital		
Effective: 01/28/2019		

Exp. Date 1/27/2020

Lic Number 0006130

Date Printed 1/30/2019

Pipeline - West Suburban Medical Center, LLC
dba West Suburban Medical Center
3 Erie Court

Pipeline - West Suburban Medical Cen
dba West Suburban Medical Center
3 Erie Court
Oak Park, IL 60302

Oak Park, IL 60302

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #48240 SM 5/18

FEE RECEIPT NO.

Pipeline West Suburban Medical Center, LLC

Oak Park, IL

has been Accredited by



The Joint Commission

Which has surveyed this organization and found it to meet the requirements for the Hospital Accreditation Program

August 6, 2019

Accreditation is customarily valid for up to 36 months.


David Perrotti MD, DDB, MBA, FACS
Chair, Board of Commissioners

ID #7399
Print/Reprint Date: 10/22/2019


Mark R. Chassin, MD, FACP, MPP, MPH
President

The Joint Commission is an independent, not-for-profit national body that oversees the safety and quality of health care and other services provided in accredited organizations. Information about accredited organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding accreditation and the accreditation performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.



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AMERICAN MEDICAL ASSOCIATION



Section III**Attachment 6****Criterion 1130.520 Requirements for Exemptions Involving the Change of Ownership of a Health Care Facility****Criterion 1130.520(b)(1)(A), Name of the Parties**

See Criterion 1110.230(a), Background of the Applicants, in support of this Criterion.

Criterion 1130.520(b)(1)(B), Background of the Applicants

See Criterion 1110.230(a), Background of the Applicants, in support of this Criterion.

Criterion 1130.520(b)(1)(C), Structure of the Transaction

WSMC OpCo is a wholly owned subsidiary of SRC Hospital Investments II, LLC (“SRC”). Pipeline Health System Holdings, LLC will acquire the 100% of the interests of SRC. Pipeline Health System Holdings, LLC will be a wholly owned subsidiary of Pipeline Health System, LLC (“PHS”). The ownership structure of PHS is set forth in Attachment 3.

Criterion 1130.520(b)(1)(D), Licensing Party

WSMC OpCo is the current licensee of West Suburban Medical Center and will continue as the licensee following completion of the Transaction.

Criterion 1130.520(b)(1)(E), List of Ownership Interests in the Licensed Party

1. SRC currently owns all of the interests in WSMC OpCo and WSMC PropCo. WSMC PropCo currently owns the land, buildings, and other real estate comprising the campus of West Suburban Medical Center. WSMC OpCo owns all assets comprising West Suburban Medical Center other than land, building and other real estate owned by WSMC PropCo..
2. Following the Transaction, (i) WSMC PropCo will continue to own the land, buildings, and other real estate comprising the campus of West Suburban Medical Center, and (ii) WSMC OpCo will continue to own all other assets comprising of West Suburban Medical Center.

Criterion 1130.520(b)(1)(F), Fair Market Value of Assets Being Transferred

SRC calculates that the current value of all West Suburban assets, including the land and buildings, is \$49.3 million. This valuation includes a separate campus in River Forest that is the site of a medical office building. After deducting the value of the River Forest campus, the remaining value of West Suburban real estate and equipment assets is \$33.3 million. Based upon the real estate lease with WSMC PropCo, the WSMC campus real estate is valued at \$27.2 million. The fair market value of the WSMC equipment is \$6.1 million.

Criterion 1130.520(b)(1)(G), Purchase Price of the Assets Being Transferred

No cash consideration is being exchanged in connection with the Transaction. Instead, the Transaction will be implemented through ownership interest transfers.

Criterion 1130.520(b)(2), Completion of Pending CONs

There are no pending Certificates of Need or Certificates of Exemption for PHS, SRC or WSMC OpCo.

Simultaneous with filing of this Certificate of Exemption application, PHS, SRC and Pipeline—Weiss Memorial Hospital, LLC have filed a Certificate of Exemption on behalf of Pipeline—Weiss Memorial Hospital relating to the transaction described in this application.

Criterion 1130.520(b)(3), Charity Care Policies

1. The current charity care policies for West Suburban Medical Center are attached at ATTACHMENT 7.
2. Following the Transaction, PHS, SRC and WSMC OpCo will continue to use the Charity Care Policy currently in effect at West Suburban Medical Center, copies of which are attached at ATTACHMENT 7 (the "SRC Charity Care Policy").
3. The SRC Charity Care Policy is not more restrictive than the current charity care policies at West Suburban Medical Center.
4. The SRC Charity Care Policy will remain in place for no less than two (2) years following the consummation of the Transaction. See ATTACHMENT 7.

Criterion 1130.520(b)(4), Benefits to the Community

Following the Transaction, West Suburban Medical Center will continue to operate for the benefit of the residents of Chicago and the greater Chicago area, including serving poor and underserved individuals through West Suburban Medical Center's charitable activities. By bringing the hospital's ownership under the ultimate control of PHS, WSMC will have access to enhanced management, operational and financial resources.

Criterion 1130.520(b)(5), Cost Savings

At this time, it is not possible to predict with specificity the cost savings that will be realized.

Criterion 1130.520(b)(6), Quality Improvement

The WSMC Quality and Patient Safety Program addresses quality in all areas and at all levels throughout the organization. The WSMC Quality and Patient Safety Plan provides the framework for a planned, systematic and hospital wide approach to improve organizational performance. The plan provided an integrated and comprehensive program to monitor, assess and improve the quality of patient care while supporting the development of an overall culture of patient safety in a manner that embraces the organization's mission.

West Suburban Medical Center's Quality and Patient Safety Plan's underlying goals and objectives are to:

1. Continually evolve a program that efficiently and effectively promotes performance improvement and patient safety throughout the organization.
2. Facilitate communication, reporting and documentation of all performance improvement and patient safety activities into a collaborative quality improvement model.
3. Provide medical staff and operational leaders' objective information to enhance effective organizational and clinical decision making.

4. Promote integration and communication between facility departments, Medical Staff and Hospital Leaders to continuously improve processes which impact patient care.
5. Provide education, support, consultation and guidance to Leaders and clinical staff in the monitoring, evaluation and improvement processes.
6. Establish an environment that supports safety, encourages a just culture, addresses continual improvement for patient safety and establishes mechanisms for the disclosure of information related to errors.
7. Conduct root cause analyses, which include, reporting findings and results up through the Governing Board, corporate leadership and others.
8. Provide a comprehensive, objective assessment of clinical occurrences and operations, including medical staff and department performances for the purposes of reducing morbidity and mortality and improving patient care, for improved patient safety, health care quality or health care outcomes or patient safety evaluations under the Illinois Medical Studies Act, the Illinois Hospital Licensing Act, and the Patient Safety and Quality Improvement Act of 2005.

Criterion 1130.520(b)(7), Governing Board

West Suburban Medical Center is governed by the West Suburban Medical Center Governing Board (subject to the reserve powers of SRC as sole member). Members of The West Suburban Medical Center Governing Board are elected to the West Suburban Medical Center Governing Board by the then current members of the West Suburban Medical Center Governing Board. The Board membership and the selection process for new Board members will not change as a result of the Transaction.

Criterion 1130.520(b)(8), Section 1110.240 Written Response

The review criteria set forth in 77 III. Admin. Code §1110.240 have been addressed, a copy of which is available for public review at West Suburban Medical Center.

Criterion 1130.520(b)(9). Scope of Service Changes or Charity Care Changes

1. The Transaction set forth in this COE will not result in any changes to the scope of services offered at West Suburban Medical Center.
2. Following the Transaction, SRC will continue the current SRC Charity Care Policy at West Suburban Medical Center.
3. The SRC Charity Care Policy will not be more restrictive than the current Charity Care Policy of West Suburban Medical Center and will remain in effect for at least two (2) years after the Transaction.



3 ERIE COURT
OAK PARK, ILLINOIS 60302
708.383.6200

January 6, 2020

Ms. Courtney R. Avery
Administrator
Illinois Health Facilities & Services Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Mr. Michael Constantino
Supervisor, Project Review Section
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Re: Charity Care Certification (West Suburban Medical Center Certificate of Exemption)

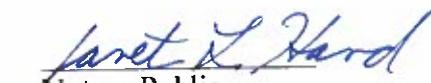
Dear Ms. Avery and Mr. Constantino:

I hereby certify, under the penalty of perjury as provided in §1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, and pursuant to 77 Ill. Admin. Code §§ 1110.230 and 1130.520(b)(1)(B) that (i) Pipeline—West Suburban Medical Center, LLC (“WSMC OpCo”) has adopted and currently has in place the charity care policy attached hereto at Attachment 7 (“WSMC Care Policy”), and (ii) WSMC OpCo will maintain the WSMC Care Policy for no less than two (2) years following completion of the reorganization of SRC Hospital Investments II, LLC.

Sincerely,


Joseph Ottolino
Chief Executive Officer

SUBSCRIBED AND SWORN
Before me this 6th day of
January 2020


Notary Public



Charity Care, Financial Assistance and Billing & Collection Policies for Uninsured Patients

SCOPE:

This Charity Care, Financial Assistance and Billing & Collection Policies for Uninsured Patients (the "Policy") shall apply to Louis A. Weiss Memorial Hospital and West Suburban Medical Center (each, a "Hospital," and collectively, the "Hospitals").

PURPOSE:

This Policy is established to provide the operational guidelines for the Hospitals to (i) identify Uninsured Patients who are Financially Indigent or Medically Indigent that may qualify for charity care (free care) or financial assistance, (ii) process Patient applications for charity care or financial assistance and (iii) bill and collect from Uninsured Patients, including those who qualify as Financially Indigent or Medically Indigent under this Policy.

DEFINITIONS:

The following definitions shall apply to this Policy:

1. **Family Income:** the sum of a family's annual earnings and cash benefits from all sources before taxes, less payments made for child support.
2. **Federal Poverty Income Guidelines:** the federal poverty guidelines updated periodically in the Federal Register by the United States Department of Health and Human services under authority 42 U.S.C. 9902(2).
3. **Financially Indigent:** a person who qualifies for financial assistance under Section A.6 of this Policy.
4. **Guarantor:** a Patient's spouse or Partner and if the Patient is a minor, the Patient's parents or guardians.
5. **Health Care Services:** any Medically Necessary inpatient or outpatient Hospital service, including pharmaceuticals or supplies.
6. **IHUPDA:** the Illinois Hospital Uninsured Patient Discount Act, as may be amended from *time to time*.
7. **Medically indigent:** a person who qualifies for financial assistance under Section A.7 of this Policy.
8. **Illinois Fair Patient Billing Act:** the Illinois Fair Patient Billing Act and implementing regulations, as may be amended from time to time.
9. **Medically Necessary:** means any *inpatient* or outpatient Hospital service, including pharmaceuticals or supplies provided by the Hospital to a Patient, covered under Title XVIII of the federal Social Security Act for beneficiaries with the same clinical presentation as the Uninsured Patient. A medically necessary service does not include any of the following: (i) non-medical services such as social and vocational services, or (ii) elective cosmetic surgery, but not plastic surgery designed to correct disfigurement caused by injury, illness, or congenital defect or deformity.
10. **Partner:** a person who has established a civil union pursuant to the Illinois Religious Freedom Protection and Civil Union Act or similar state law.
11. **Patient:** the individual receiving services from a Hospital or any individual who is a Guarantor of the

payment for services received from a hospital.

12. **Qualifying Individual:** an individual qualifying for a charitable discount under this Policy, including a Medically Indigent or Financially Indigent person.

13. **Uninsured Patient:** an Illinois resident who is a Patient of a Hospital and is not covered under a policy of health insurance and is not a beneficiary under a public or private health insurance, health benefit, or other health coverage program, including high deductible health insurance plans, workers' compensation, accident liability insurance, or other third party liability. In order to be considered an Illinois resident, a person must live in the State of Illinois and intend to remain living within Illinois indefinitely; relocating to Illinois solely for the purpose of receiving health care benefits does not satisfy the residency requirement.

CHARITY CARE AND FINANCIAL ASSISTANCE POLICIES:

1. **Charity Care or Financial Assistance.** The Hospitals shall provide charity care (free care) or financial assistance to Uninsured Patients for their Medically Necessary Health Care Services to the extent they qualify for such financial assistance as set forth below. Charity care or financial assistance does not apply to any non-Hospital services, including, but not limited to, physician services.

2. **Assistance Under IHUPDA:**

a. The Hospitals shall provide a charitable discount of 100% of its charges for all Medically Necessary Health Care Services exceeding \$300 in any one inpatient admission or outpatient encounter to any Uninsured Patient who applies for a discount and has Family Income of not more than 200% of the Federal Poverty Income Guidelines.

b. The Hospitals shall provide a charitable discount of 135% of the Hospital's Cost to Charge Ratio (determined from its most recently filed Medicare cost) report times the applicable charges, to any Uninsured Patient who applies for a discount and has Family Income between 201% and 600% of the Federal Poverty Income Guidelines for all Medically Necessary Health Care Services exceeding \$300 in any one inpatient admission or outpatient encounter.

3. **Presumptive Eligibility.** In accordance with the Illinois Fair Patient Billing Act, the Hospitals shall apply the presumptive eligibility criteria set forth in Section A.8 of this Policy, in order to deem an Uninsured Patient eligible for Hospital financial assistance without further scrutiny by the Hospital. These presumptive eligibility criteria shall be applied to an Uninsured Patient as soon as possible after receipt of Health Care Services by the Patient and prior to the issuance of any bill for those Health Care Services by the Hospital.

4. **Medical Indigence.** The Hospitals shall provide charity care to certain Uninsured Patients who have Hospital bills exceeding a specified percentage of Patient income or Family Income, as set forth in Section A.7 of this Policy.

5. **Billing and Collection Processes for Uninsured Patients.** All Uninsured Patients receiving care at the Hospitals will be treated with respect and in a professional manner before, during and after receiving care. Each of the Hospitals will adopt a written policy in conformity with the Policy set forth herein for its billing and collection practices in respect of all Uninsured Patients, including those Uninsured Patients who qualify for classification as a Qualified Individual under this Policy.

A. CHARITY CARE AND FINANCIAL ASSISTANCE PROCESS

1. **Application.** Each Hospital will request that each Patient applying for charity care financial assistance complete a Financial Assistance Application Form that conforms to the Illinois Fair Patient Billing Act (the "**Assistance Application**"). An example of the Assistance Application is attached hereto as **Exhibit A.** The Assistance Application allows for the collection of needed information to determine eligibility for financial assistance.

a. **Calculation of Immediate Family Member.** Each Hospital will request that Patients requesting charity care verify the number of people in the Patient's household.

i. **Adults.** In calculating the number of people in an adult Patient's household, the Hospital will include the Patient, the Patient's spouse and any dependents of the Patient or the Patient's spouse.

ii. **Minors.** For persons under the age of 18 (the "**Minor Patient**"). In calculating the number of people in the Minor Patient's household, the Hospital will include the Minor Patient, the Minor Patient's mother, dependents of the Minor Patient's mother, the Minor Patient's father, and dependents of the Minor Patient's father.

b. **Calculation of Income.**

i. **Adults.** For adults, determine the Family Income. The Hospital may consider other financial assets of the Patient and the Patient's family and the Patients or the Patient's family's ability to pay.

2. **Income Verification.** The Hospital shall request that the Patient verify Family Income and provide the documentation requested as set forth in the Assistance Application.

a. **Documentation Verifying Income.** Family Income may be verified through any of the following mechanisms:

- i. Returns (for year prior to date of admission);
- ii. IRS Form W-2;
- iii. Tax Wage and Earnings Statement;
- iv. Pay Check Remittance;
- v. Social Security;
- vi. Worker's Compensation or Unemployment Compensation Determination Letters;
- vii. Qualification within the preceding six-(6) months for governmental assistance program (including food stamps, CDIC, Medicaid and AFDC);

g. **Classification Pending Income Verification.** During the Family Income verification process, while the Hospital is collecting the information necessary to

determine a Patient's Family Income, and a Patient may be treated as a self-pay Patient in accordance with Hospital policies.

3. **Information Falsification.** Falsification of information may result in denial of the Assistance Application. If, after a Patient is granted financial assistance as a Qualifying Individual, and the Hospital finds material provision(s) of the Assistance Application to be untrue, the financial assistance may be withdrawn.
4. **Request for Additional Information.** If adequate documentation is not provided, the Hospital will contact the Patient and request additional information. If the Patient does not comply with the request within thirty (30) calendar days from the date of the request, such non-compliance will be considered an automatic denial for financial assistance. A note will be input into the Hospital computer system and any and all paperwork that was completed will be filed according to the date of the denial note. No further actions will be taken by Hospital personnel. If requested documentation is later obtained, all filed documentation will be pulled and Patient will be reconsidered for Financial Assistance.
5. **Automatic Classification as Financially Indigent.** The following is a listing of types of accounts where Financial Assistance is considered to be automatic and documentation of Income or a Financial Assistance application is not needed:
 - a. Medicaid accounts-Exhausted Days/Benefits;
 - b. Medicaid spend down accounts;
 - c. Medicaid or Medicare Dental denials; and
 - d. Medicare Replacement accounts with Medicaid as secondary-where Medicare Replacement plan left Patient with responsibility.
6. **Classification as Financially Indigent.** The Hospital shall classify as "Financially Indigent" any Uninsured Patient who qualifies for assistance under IHUPDA as set forth above in CHARITY CARE AND FINANCIAL ASSISTANCE Policy #2.
7. **Classification as Medically Indigent.** The Hospital may classify as "Medically Indigent" any Uninsured Patient whose hospital bills exceed a specified percentage of the person's Family Income, and who is unable to pay the remaining bill. In the event a Patient is Medically Indigent, the Hospital will not collect additional amounts from the Patient for Health Care Services, to the extent set forth below.
 - a. **Medical Indigence Under the IHUDPA.** The Hospital shall accept a Patient as Medically Indigent when he or she meets the acceptance criteria set forth below:
 - i. The Patient is Financially Indigent, and
 - ii. The Patient's bill, in any twelve (12) month period, is greater than 25% of the Patient's Family Income, calculated in accordance with the Hospital's income verification procedures. The twelve (12) month period to which the maximum amount applies shall begin on the first date an Uninsured Patient receives Health Care Services that qualify for financial assistance under IHUDPA. To be eligible to have this maximum amount applied to subsequent charges, the Uninsured Patient shall inform the Hospital in subsequent inpatient admissions or outpatient encounters that the Patient

qualify for financial assistance under IHUDPA.

iii. **Other Medical Indigence.** The Hospital, in its sole discretion, also may deem an Uninsured Patient to be Medically Indigent if the Patient's bill is greater than 50% of the Patient's income calculated in accordance with Hospital income verification procedures and the Patient is not otherwise Financially Indigent.

8. **Presumptive Eligibility.**

a. Uninsured Patients demonstrating one (1) or more of the following shall be deemed presumptively eligible for hospital financial assistance, pursuant to the Illinois Fair Patient Billing Act:

- i. Homelessness;
- ii. Deceased with no estate;
- iii. Mental incapacitation with no one to act on Patient's behalf;
- iv. Medicaid eligibility, but not on date of service or for non-covered service;
- v. Enrollment in the following assistance programs for low-income individuals having eligibility criteria at or below 200% of the Federal Poverty Income Guidelines;

Women, Infants and Children Nutrition Program
(WIC); Supplemental Nutrition Assistance Program
(SNAP); Illinois Free Lunch and Breakfast
Program;

Low Income Home Energy Assistance Program (LIHEAP);

Enrollment in an organized community-based program providing access to medical care that assesses and documents limited low-income financial status as a criterion for membership;

Receipt of grant assistance for medical services.

b. The Hospital also may deem presumptively eligible for Hospital financial assistance those Patients listed above in Section A.5 of this Policy.

9. **Approval Procedures.** Hospital will complete a Financial Assistance Eligibility Determination Form Eligibility for each Patient granted status as Financially Indigent or Medically Indigent. The approval signature process is as following:

\$1 -\$1,000	Director
\$1,001 - \$50,000	Director and CFO
\$50,001 and above	Director, CFO and CEO

a. The accounts will be filed according to the date the Financial Assistance adjustment was entered onto the account.

b. The Eligibility Determination Form allows for the documentation of the

assistance. Any change in the Eligibility Determination Form must be approved by the Director of Patient Financial Services. *Note: If the application is approved, approval for previous twelve months services (with outstanding balances) can be considered as part of the current request for financial assistance.*

10. **Denial for Financial Assistance.** If the Hospital determines that the Patient is not Financially Indigent or Medically Indigent under this policy, it shall notify the Patient of this denial in writing.

11. **Document Retention Procedures.** The Hospital will maintain documentation sufficient to identify for each Patient qualified as Financially Indigent or Medically Indigent, the Patient's Family Income, the method used to verify the Patient's Income, the amount owed by the Patient, and the person who approved granting the Patient status as Financially Indigent or Medically Indigent. All documentation will be forwarded and filed within the Hospital's Business Office for audit purposes. Financial Assistance applications and all documentation will be retained within the Hospital's Business Office for one calendar year. After which, the documents will be boxed and marked as: "FINANCIAL ASSISTANCE DOCUMENTATION, JANUARY YYYY-DECEMBER YYYY" and forwarded to the Hospital storage facility, where it will then be retained for an additional six (6) years before shredding.

12. **Reservation of Rights.** It is the policy of the Hospitals to reserve the right to limit or deny financial assistance at the sole discretion of each, subject to applicable law.

13. **Non-covered Services.** Services not defined as Medically Necessary are not covered by this Policy.

B. BILLING AND COLLECTION PRACTICES FOR ALL UNINSURED PATIENTS, INCLUDING THOSE WHO QUALIFY AS FINANCIALLY INDIGENT OR MEDICALLY INDIGENT UNDER THIS POLICY.

1. **Fair and Respectful Treatment.** Uninsured Patients will be treated fairly and with respect during and after treatment, regardless of their ability to pay.

2. **Trained Financial Counselors.** All Uninsured Patients at the Hospitals will be provided with financial counseling, including assistance applying for state and federal health care programs such as Medicare and Medicaid. If not eligible for governmental assistance, Uninsured Patients will be informed of and assisted in applying for charity care and financial assistance under the hospital's charity care and financial assistance policy. Financial counselors will attempt to meet with all Uninsured Patients prior to discharge from the Hospital. The Hospitals should ensure that appropriate staff members are knowledgeable about the existence of the hospital's financial assistance policies. Training should be provided to staff members (i.e., billing office, financial department, etc.) who directly interact with Patients regarding their hospital bills.

3. **Additional invoice Statements or Enclosures.** When sending a bill to Uninsured Patients, the Hospital shall include (a) the date or dates that health care services were provided to the Patient; (b) an itemized list of services and charges; (c) the total amount owed for hospital services; (d) hospital contact information for addressing billing inquiries; and (e) a prominent statement regarding how an Uninsured Patient may apply for consideration under the hospital's financial assistance policy on or with each hospital bill sent to an Uninsured Patient. The bill shall also include (a) a statement on the bill or in an enclosure to the bill that indicates that if the Patient meets certain Family Income requirements, the Patient may be eligible for a government-sponsored program or for financial assistance from the Hospital under its charity care or financial assistance policy; and (b) a

STATEMENT ON THE BILL OR IN AN ENCLOSURE TO THE BILL THAT PROVIDES THE FOLLOWING INFORMATION TO A hospital employee or office from whom or which the Patient may obtain information about such financial assistance policy for Patients and how to apply for such assistance. The following statement on the bill or in an enclosure to the bill complies with the above requirements of this Section B.3.: "Please note, based on your household income, you may be eligible for Medicaid or financial assistance from the Hospital. For further information, please contact our customer service department at (XXX) XXX-XXXX."

4. Notices. Each of the Hospitals should post notices regarding the availability of financial assistance to Uninsured Patients in English and in any other language that is the primary language of at least 5% of Patients. These notices should be posted in conspicuous locations throughout the hospital such as admitting/registration, billing office and emergency department. The notices also should include a contact telephone number that a Patient or family member can call for more information. The following specific language complies the above notice requirements of this Section B.4.: "You may be eligible for financial assistance under the terms and conditions the hospital offers to qualified patients. For more information, please call or ask to see our Financial Counselor or call (XXX) XXX-XXXX (M-F 8:30 am to 4:30 pm)." In addition, this notice, along with a brochure in plain language summarizing the financial assistance process substantially in the form of Exhibit B to this Policy, and a Financial Assistance Application substantially in the form of Exhibit A to this Policy, shall be posted in a prominent place on each Hospital's website.

5. Liens on Primary Residences. The Hospitals shall not, in dealing with Patients who qualify as Financially Indigent or Medically Indigent under this Policy, place or foreclose liens on primary residences as a means of collecting unpaid hospital bills. However, as to those Patients who qualify as Medically Indigent but have Family Income in excess of 600% of the Federal Poverty Guidelines, the Hospitals may place liens on primary residences as a means of collecting discounted hospital bills, but the Hospitals may not pursue foreclosure actions in respect of such liens.

6. Garnishments. The Hospitals shall only use garnishments on Medically Indigent Patients where clearly legal under state law and only where it has evidence that the Medically Indigent Patient has sufficient Family Income or assets to pay his discounted bill.

7. Collection Actions Against Uninsured Patients. Each of the Hospitals should have written policies outlining when and under whose authority an unpaid balance of any Uninsured Patient is advanced to collection, and the Hospitals should use their best efforts to ensure that Patient accounts for all Uninsured Patients are processed fairly and consistently. No Uninsured Patient shall be referred to a collection agency unless (i) the Uninsured Patient is given an opportunity to (x) assess the accuracy of the bill, (y) apply for financial assistance under the Hospital's financial assistance policy, and (z) avail themselves of a reasonable payment plan, (ii) if the Uninsured Patient has indicated the inability to pay the full amount in one payment, the Hospital has offered the Uninsured Patient a reasonable payment plan, (iii) if the circumstances suggest potential eligibility for charity care or financial assistance, the Uninsured Patient has first been given sixty (60) days following the date of discharge or receipt of outpatient care to submit an application for financial assistance, (iv) the Uninsured Patient has agreed to a reasonable payment plan and has failed to make payments under such payment plan, or (v) the Uninsured Patient informs the Hospital that he or she has applied for health care coverage under Medicaid, Kidcare, or other government-sponsored health care programs (and there is a reasonable basis to believe that the Patient will qualify for such program) but the Patient's application is denied. The Hospital shall not pursue legal action for non-payment of a Hospital bill against Uninsured Patients who have clearly demonstrated that they have neither sufficient Family Income nor assets to meet their financial obligations. In addition, the Hospital will not refer any portion of a bill to a collection agency or other third party for collection, unless (i) the Patient is first offered the opportunity to request a reasonable payment plan within the first thirty (30) days following the Patient's initial bill, or (ii) the Patient fails to agree to a plan within thirty (30) days of the Patient's request for such repayment plan. Notwithstanding anything herein to the contrary, the Hospital shall not recommend for collection any bill of a Patient who is acting reasonably and cooperating in good faith with the Hospital to provide all reasonably requested financial and other relevant information and documentation needed to determine the Patient's eligibility under

Hospital collection actions against Uninsured Patients shall comply with the requirements of IHUPDA and the Illinois Fair Patient Billing Act.

8. **Interest Free., Extended Payment Plans.** An Uninsured Patients shall be offered extended payment plans by the Hospitals to assist the Patients in settling past due outstanding Hospital bills. The Hospitals will not charge Uninsured Patients any interest under such extended payment plans

9. **Rods' Attachments.** The Hospitals shall not use body attachment to require that its Uninsured Patients or responsible party appear in court.

10. **Collection Agencies Follow Hospital Collection Policies.** The Hospitals should define the standards and scope of practices to be used by third-party collection agencies, and should obtain written agreements from such agencies that they will adhere to such standards and scope of practices. These standards and practices shall not be inconsistent with the Hospitals' internal collection practices set forth in this Policy. No third-party collection agencies may initiate legal action against a Patient for non-payment of a Hospital bill without the written approval of an authorized Hospital employee who reasonably believes the conditions for pursuing collections have been met.

C. RESERVATION OF RIGHTS AGAINST THIRD PARTIES.

Nothing in this Policy shall preclude the Hospitals from pursuing reimbursement from third party payors, third party liability settlements or tortfeasors or other legally responsible third parties.

D. FINANCIAL ASSISTANCE REPORTING REQUIREMENTS.

Each Hospital shall file annually a Hospital Financial Assistance Report with the Office of the Illinois Attorney General. Which report shall include the following:

1. A copy of the Hospital Financial Assistance Application;
2. A copy of the Hospital's Presumptive Eligibility Policy, which shall identify each of the criteria used by the hospital to determine whether a Patient is presumptively eligible for Hospital financial assistance;
3. Hospital financial assistance statistics, which shall include:
 - a. The number of Hospital Financial Assistance Applications submitted to the Hospital, both complete and incomplete, during the most recent fiscal year;
 - b. The number of Hospital Financial Assistance Applications the Hospital approved under its Presumptive Eligibility Policy during the most recent fiscal year;
 - c. The number of Hospital Financial Assistance Applications the Hospital approved outside its Presumptive Eligibility Policy during the most recent fiscal year;
 - d. The number of Hospital Financial Assistance Applications denied by the Hospital during the most recent fiscal year; and
 - e. The total dollar amount of financial assistance provided by the Hospital during the most recent fiscal year, based on actual cost of care.

(HOSPITAL LOGO)

FINANCIAL ASSISTANCE APPLICATION

Patient Name: _____
MRN: _____

IMPORTANT: YOU MAY BE ABLE TO RECEIVE FREE OR DISCOUNTED CARE: Completing this application will help Hospital determine if you can receive free or discounted services or other public programs that can help pay for your healthcare. Please submit this application to the Hospital.

IF YOU ARE UNINSURED, A SOCIAL SECURITY NUMBER IS NOT REQUIRED TO QUALIFY FOR FREE OR DISCOUNTED CARE.

However, a Social Security Number is required for some public programs, including Medicaid. Providing a Social Security Number is not required, but will help the hospital determine whether you qualify for any public programs. Please complete this form and submit it in person, by mail, by electronic mail, or by fax to apply for free or discounted care within sixty (60) days following the date of discharge or receipt of outpatient care. Patient acknowledges that he or she has made a good faith effort to provide all information requested in the application to assist the hospital in determining whether the patient is eligible for financial assistance.

IF YOU ARE UNINSURED AND MEET SPECIFIC PRESUMPTIVE ELIGIBILITY CRITERIA, YOU ARE NOT REQUIRED TO COMPLETE THIS APPLICATION.

Homelessness
Deceased with no estate
Mental incapacitation with no one to act on patient's behalf
Medicaid eligibility, but not on date of service

Enrollment in assistance programs for low-income individuals:
Women, Infants, and Children Nutrition Program (WIC)
Supplemental Nutrition Assistance Program (SNAP)
Illinois Free Lunch and Breakfast Program (LIHEAP)

* APPLICANT; **,					
Applicant Name		Social Security #		Date of Birth	
Home Address		City		State	
Home Phone Number		Cell Phone Number		Email Address	
Preferred Method of Contact				Annual Household Income	
US Mail	Email	Home Phone	Cell Phone	I am homeless	
Applicant's Marital Status			Total Individuals in your Household (as reported on your taxes)		
Married		Single Separated	Divorced	widow	
Employment Status		Employed — Last date worked			
Employed		Self-Employed	Retired	Disabled/Unemployed	
Employer Name			Phone Number		
Employer Address			State		
Name of Health Insurance Plan Offered by Employer					
Relationship					
Name		Social Security #		Date of Birth	
Employment Status		Employed — Last date worked			
Employed		Self-Employed	Retired	Disabled/Unemployed	
Employer Name			Phone Number		
Employer Address		City		State	
Employer Address		City		Zip	
Name of Health Insurance Plan Offered by Employer				Health Insurance not provided	

Form HHS-100-000000
 HHS-20: _____

Are you current on debts for any health insurance policy, building loans, savings, loans, Medicare, Medicaid, or student?

a. If yes, please provide the following information:

Policy Number	Amount	Policy Number
Policy Number	Amount	Policy Number

1. What year on United States did you receive your care? yes no

2. Are you a foreign national currently in United States? yes no
 a. If yes, what type of Visa? _____

3. Are you seeking financial assistance for care received in our ambulatory center? yes no

4. If you are allowed or expected, is your former sponsor/other financially responsible for medical care and the associated transportation associated? yes no

5. Is the treatment provided similar to other of the following?
 Acute Chronic

6. Have you already applied for Medicaid? (we may require that you do so) yes - pending approval yes - not eligible no
 a. If yes, please check all of the boxes below that apply:
 You are 19 years or younger You are 65 Years or older You are blind
 You are taking medication to control diabetes, high blood pressure, or seizures You are disabled as determined by the Social Security Administration You are pregnant
 You have children under the age of 19 living with you

7. Property. Please provide information regarding any property (including land or lot) that you own other than your primary residence.
 a. What is the value of all buildings and land minus the amount owed on the property? \$ _____ N/A
 i. Is this property used as income? yes no
 b. What is the value of the land (without buildings) minus the amount owed on the property? \$ _____ N/A
 i. Is this property used as income? yes no

8. Bank Accounts/Investments. Please list the total amount balance for each of the following:
 a. Checking/Savings/Credit Union Accounts \$ _____ N/A
 b. Other Investments (bonds, stocks, etc. excluding IRA and/or retirement accounts) \$ _____ N/A

9. Please provide estimated monthly expenses, including those for housing, utilities, food, transportation, child care, basic medical expenses, and other expenses \$ _____

I certify that the information in this application is true and correct to the best of my knowledge. I will apply for any state, federal, or local assistance for which I may be eligible to help pay for the hospital bill. I understand that the information provided may be verified by this hospital, and I authorize this hospital to contact third parties to verify the accuracy of the information provided in this application. I understand that if I knowingly provide untrue information in this application, or if the application otherwise contains a material error or omission, I will be ineligible for financial assistance, and any financial assistance granted to me may be reversed and I will be responsible for the payment of the bill.

Applicant Signature _____

 Date

Spouse/Partner/Parent/Supervisor Signature (when applicable) _____

 Date

Please return completed application and supporting documents by mail, electronic mail, or hand-deliver to:
 [Hospital address]

MRN: _____

Financial Assistance Required Supporting Documents

Please provide the documents requested below. Your application will be delayed or denied in the event that any of the required documents are not included. If you cannot provide the document, please provide a letter of explanation.

Required:

- **Tax Documents:** Provide your most recent federal tax return and W-2 or IRS Form 450S-T: Request for Transcript of Tax Return.
- **Valid Government-Issued Photo ID:**
 - Driver's license, passport, etc.
- **Proof of Illinois Residence:** Provide at least one of the following documents:
 - Valid state-issued photo ID or driver's license
 - Recent utility bill with an Illinois address
 - IL Voter Registration card
 - Current mail addressed to applicant from a government or other credible source
 - Letter from homeless shelter
- **Proof of Income:** Provide all applicable documents listed below
 - Copies of your two most recent unemployment checks or stubs
 - Copies of your two most recent employer checks or stubs
 - Copies of your two most recent Social Security checks or stubs
- **Proof of Assets:** Provide your most recent statement for all checking, savings, and credit union accounts
- **Proof of Expenses:** Provide documentation of your monthly expenses, including those for housing, utilities, food, transportation, child care, loans, medical expenses, and other expenses
- Completed and signed application

Supplemental/Other:

- **Proof of Non-Wage Income:** Provide the following applicable documents, only if you have not submitted a tax return for the previous calendar year or if any of the following income sources will vary between this calendar year and the previous calendar year.
 - Statement of alimony income
 - Statement of business income
 - Statement of retirement or pension income
- **If Married or in a Civil Union:** Provide the following applicable documents regarding your spouse/partner.
 - Proof of income and non-wage income (as described above)
 - Federal tax return and W-2 or IRS Form 450S-T: Request for Transcript of Tax Return
 - Most recent statement for all checking, savings, and credit union accounts
- **Supplemental/Other (if applicable):**
 - If a foreign national, copy of your passport and United States Visa
 - Health insurance card (please copy front and back)
 - Medicaid approval/denial letter
 - Letter of support (i.e. if your living expenses are being paid by another party)

Attachment 7

FINANCIAL ASSISTANCE PLAIN LANGUAGE SUMMARY

General information about _____ Hospital Financial Assistance. The Hospital is committed to meeting the health care needs of those within the hospital community who are unable to pay for medically necessary or emergency care, including the uninsured. When needed, the Hospital provides medically necessary care at free or discounted rates ("Financial Assistance"). To manage its resources and responsibilities, and to provide Financial Assistance to as many people as possible, the Hospital has established program guidelines for providing Financial Assistance. However, the Hospital will always provide emergency care, regardless of a patient's ability to pay. Payment plans are also available. To be considered for free or discounted care, you may need to fill out an Application and provide supporting documentation about you and your family's financial circumstances, such as your income and assets.

Eligibility Requirements. Financial Assistance is only applied to your personal balances, after all other third party benefits (such as insurance benefits, government programs, proceeds from legal actions, or private fundraising) have been used. In addition, the Hospital will screen you to see if you are eligible for other payment assistance programs such as Medicaid. You are expected to cooperate by applying for such payment assistance. To be eligible for Financial Assistance, your annual household income ordinarily must be less than or equal to 600% of the Federal Poverty Income Level ("FPL") for your family size. The Hospital may also consider your assets in determining your eligibility and, in some situations, apply additional screening requirements. If you are approved for Financial Assistance, you must notify the Hospital within 30 days if your financial situation changes. Finally, to be fair to other patients, if you intentionally withhold information or provide false information, you may be disqualified for Financial Assistance.

Financial Assistance Programs

Uninsured Patients	Uninsured IL residents receiving medically necessary care* & any uninsured patient receiving emergency care	Free care for patients earning 200% or less of the applicable FPL; discounted care for those earning between 200% and 600% of applicable FPL; free care if Hospital bills exceed a specified percentage of Family Income
Presumptive Eligibility	Uninsured IL residents who qualify under certain federal and state assistance programs	Free care

* Not all services are covered by Financial Assistance, and Financial Assistance is not available for out-of-network services. In addition, your physician or non-hospital provider may not participate in the Hospital's Financial Assistance program.

If you receive discounted care and are responsible for paying a portion of your bill, the Hospital will not charge you more than the amount we generally bill patients who have insurance covering such care.

When to apply for Financial Assistance. When you call to make an appointment, you may be asked to make financial arrangements. If you cannot apply for Financial Assistance before your visit, you should do so as early as possible and within 30 days following Hospital discharge or outpatient treatment. The Hospital will then decide if you are eligible for Financial Assistance and how much you can receive. If you disagree with our determination, you can contact the Financial Counseling Department.

How to Get Copies of the Hospital's Financial Assistance Policy & Application or Further Assistance. You can obtain a free copy of the Hospital's Policy and Application: i) on the Hospital's website at _____, ii) in our Financial Counseling Department, Patient Services Department, and our Emergency Rooms at Admitting and Registration; or iii) by mail if you call the respective Financial Counseling Department.

Copies of our Financial Assistance Policy, Application, and this summary are available in English & Spanish.

Copias de nuestra Política de Asistencia Financiera, la Aplicación y este resumen están disponibles en inglés y Español.

Surgery and Operating Room Utilization

Surgical Specialty	Operating Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
Cardiovascular	0	0	0	0	85	158	250	293	543	2.9	1.9
Dermatology	0	0	0	0	0	0	0	0	0	0.0	0.0
General	0	0	8	8	739	815	1313	1239	2552	1.8	1.5
Gastroenterology	0	0	0	0	0	0	0	0	0	0.0	0.0
Neurology	0	0	0	0	0	0	0	0	0	0.0	0.0
OB/Gynecology	0	0	0	0	105	387	279	596	875	2.7	1.5
Oral/Maxillofacial	0	0	0	0	0	0	0	0	0	0.0	0.0
Ophthalmology	0	0	0	0	1	602	2	723	725	2.0	1.2
Orthopedic	0	0	0	0	209	320	741	747	1488	3.5	2.3
Otolaryngology	0	0	0	0	0	10	0	13	13	0.0	1.3
Plastic Surgery	0	0	0	0	6	46	26	152	178	4.3	3.3
Podiatry	0	0	0	0	7	81	17	146	163	2.4	1.8
Thoracic	0	0	0	0	0	0	0	0	0	0.0	0.0
Urology	0	0	0	0	55	168	136	347	483	2.5	2.1
Totals	0	0	8	8	1207	2587	2764	4256	7020	2.3	1.6

SURGICAL RECOVERY STATIONS	Stage 1 Recovery Stations	16	Stage 2 Recovery Stations	25
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Dedicated and Non-Dedicated Procedure Room Utilization

Procedure Type	Procedure Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
Gastrointestinal	0	0	4	4	616	3258	1256	5931	7187	2.0	1.8
Laser Eye Procedures	0	0	0	0	0	0	0	0	0	0.0	0.0
Pain Management	0	0	0	0	0	2	0	2	2	0.0	1.0
Cystoscopy	0	0	0	0	0	0	0	0	0	0.0	0.0

Multipurpose Non-Dedicated Rooms

	0	0	0	0	0.0	0.0
	0	0	0	0	0.0	0.0
	0	0	0	0	0.0	0.0

Emergency/Trauma Care

Certified Trauma Center	No
Level of Trauma Service	Level 1
Operating Rooms Dedicated for Trauma Care	0
Number of Trauma Visits:	0
Patients Admitted from Trauma	0
Emergency Service Type:	Comprehensive
Number of Emergency Room Stations	26
Persons Treated by Emergency Services:	50,582
Patients Admitted from Emergency:	5,747
Total ED Visits (Emergency+Trauma):	50,582

Free-Standing Emergency Center

Beds in Free-Standing Centers	0
Patient Visits in Free-Standing Centers	0
Hospital Admissions from Free-Standing Center	0

Outpatient Service Data

Total Outpatient Visits	144,770
Outpatient Visits at the Hospital/ Campus:	144,770
Outpatient Visits Offsite/off campus	0

Cardiac Catheterization Labs

Total Cath Labs (Dedicated+Nondedicated labs):	1
Cath Labs used for Angiography procedures	1
Dedicated Diagnostic Catheterization Labs	0
Dedicated Interventional Catheterization Labs	0
Dedicated EP Catheterization Labs	0

Cardiac Catheterization Utilization

Total Cardiac Cath Procedures:	873
Diagnostic Catheterizations (0-14)	0
Diagnostic Catheterizations (15+)	455
Interventional Catheterizations (0-14):	0
Interventional Catheterization (15+)	314
EP Catheterizations (15+)	104

Cardiac Surgery Data

Total Cardiac Surgery Cases:	0
Pediatric (0 - 14 Years):	0
Adult (15 Years and Older):	0
Coronary Artery Bypass Grafts (CABGs) performed of total Cardiac Cases :	0

Diagnostic/Interventional Equipment	Examinations			Therapeutic Equipment			Therapies/ Treatments		
	Owned	Contract	Inpatient	Outpt	Contract	Owned		Contract	
General Radiography/Fluoroscopy	15	0	9,028	28,534	0	Lithotripsy	0	0	0
Nuclear Medicine	3	0	402	672	0	Linear Accelerator	0	0	0
Mammography	3	0	0	19,279	0	Image Guided Rad Therapy			0
Ultrasound	7	0	2,481	12,154	0	Intensity Modulated Rad Thrpy			0
Angiography	1	0				High Dose Brachytherapy	0	0	0
Diagnostic Angiography			107	124	0	Proton Beam Therapy	0	0	0
Interventional Angiography			324	459	0	Gamma Knife	0	0	0
Positron Emission Tomography (PET)	0	0	0	0	0	Cyber knife	0	0	0
Computerized Axial Tomography (CAT)	3	0	4,015	9,252	0				
Magnetic Resonance Imaging	2	0	537	2,946	0				

<u>Ownership, Management and General Information</u>		<u>Patients by Race</u>		<u>Patients by Ethnicity</u>	
ADMINISTRATOR NAME:	Christopher Fryszak	White	14.5%	Hispanic or Latino:	8.5%
ADMINISTRATOR PHONE:	708-763-2254	Black	71.5%	Not Hispanic or Latino:	86.3%
OWNERSHIP:	VHS West Suburban Medical Center	American Indian	0.0%	Unknown:	5.1%
OPERATOR:	VHS West Suburban Medical Center	Asian	0.4%		
MANAGEMENT:	For Profit Corporation	Hawaiian/ Pacific	0.0%	IDPH Number:	5694
CERTIFICATION:		Unknown	13.7%	HPA	A-06
FACILITY DESIGNATION:	General Hospital			HSA	7
ADDRESS:	3 Erie Ct	CITY:	Oak Park	COUNTY:	Suburban Cook County

<u>Facility Utilization Data by Category of Service</u>											
<u>Clinical Service</u>	<u>Authorized CON Beds 12/31/2017</u>	<u>Peak Beds Setup and Staffed</u>	<u>Peak Census</u>	<u>Admissions</u>	<u>Inpatient Days</u>	<u>Observation Days</u>	<u>Average Length of Stay</u>	<u>Average Daily Census</u>	<u>CON Occupancy Rate %</u>	<u>Staffed Bed Occupancy Rate %</u>	
Medical/Surgical	135	101	101	4,615	19,161	1,438	4.5	56.4	41.8	55.9	
0-14 Years				0	0						
15-44 Years				845	2,948						
45-64 Years				1,765	6,869						
65-74 Years				942	4,270						
75 Years +				1,063	5,074						
Pediatric	5	5	1	13	25	0	1.9	0.1	1.4	1.4	
Intensive Care	24	12	12	1,063	3,346	16	3.2	9.2	38.4	76.8	
Direct Admission				830	2,542						
Transfers				233	804						
Obstetric/Gynecology	20	20	20	1,543	3,821	58	2.5	10.6	53.1	53.1	
Maternity				1,534	3,802						
Clean Gynecology				9	19						
Neonatal	0	0	0	0	0	0	0.0	0.0	0.0	0.0	
Long Term Care	50	42	36	622	9,637	0	15.5	26.4	52.8	62.9	
Swing Beds			0	0	0		0.0	0.0			
Total AMI	0			0	0	0	0.0	0.0	0.0		
Adolescent AMI		0	0	0	0	0	0.0	0.0		0.0	
Adult AMI		0	0	0	0	0	0.0	0.0		0.0	
Rehabilitation	0	0	0	0	0	0	0.0	0.0	0.0	0.0	
Long-Term Acute Care	0	0	0	0	0	0	0.0	0.0	0.0	0.0	
Dedicated Observation	0					0					
Facility Utilization	234			7,623	35,990	1,512	4.9	102.7	43.9		

(Includes ICU Direct Admissions Only)

<u>Inpatients and Outpatients Served by Payer Source</u>							
	<u>Medicare</u>	<u>Medicaid</u>	<u>Other Public</u>	<u>Private Insurance</u>	<u>Private Pay</u>	<u>Charity Care</u>	<u>Totals</u>
Inpatients	27.7%	7.3%	0.0%	61.7%	1.3%	2.0%	7,623
	2114	553	0	4700	102	154	
Outpatients	17.6%	4.4%	0.0%	73.4%	2.1%	2.4%	146,953
	25867	6510	0	107879	3112	3585	

<u>Financial Year Reported:</u>	<u>1/1/2017 to</u>	<u>12/31/2017</u>	<u>Inpatient and Outpatient Net Revenue by Payer Source</u>					<u>Charity Care Expense</u>	<u>Total Charity Care Expense</u>
	<u>Medicare</u>	<u>Medicaid</u>	<u>Other Public</u>	<u>Private Insurance</u>	<u>Private Pay</u>	<u>Totals</u>	<u>Expense</u>		
Inpatient Revenue (\$)	34.2%	22.9%	0.0%	42.8%	0.1%	100.0%	568,519	2,048,302	
	28,868,631	19,337,144	0	36,119,612	87,215	84,412,603			
Outpatient Revenue (\$)	22.1%	1.7%	0.0%	75.4%	0.7%	100.0%	1,479,783	Total Charity Care as % of Net Revenue	
	9,234,217	722,480	0	31,520,597	310,716	41,788,010		1.6%	

<u>Birth Data</u>			<u>Newborn Nursery Utilization</u>			<u>Organ Transplantation</u>	
Number of Total Births:	1,443		Level I	Level II	Level II+	Kidney:	0
Number of Live Births:	1,457		Beds	25	8	Heart:	0
Birthing Rooms:	0		Patient Days	2,663	1,258	Lung:	0
Labor Rooms:	0		Total Newborn Patient Days		3,921	Heart/Lung:	0
Delivery Rooms:	0					Pancreas:	0
Labor-Delivery-Recovery Rooms:	12		<u>Laboratory Studies</u>			Liver:	0
Labor-Delivery-Recovery-Postpartum Rooms:	0		Inpatient Studies		114,445	Total:	0
C-Section Rooms:	2		Outpatient Studies		145,676		
CSections Performed:	371		Studies Performed Under Contract		51,454		

Surgery and Operating Room Utilization

Surgical Specialty	Operating Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
Cardiovascular	0	0	0	0	64	81	195	162	357	3.0	2.0
Dermatology	0	0	0	0	0	0	0	0	0	0.0	0.0
General	0	0	8	8	765	913	1393	1423	2816	1.8	1.6
Gastroenterology	0	0	0	0	0	0	0	0	0	0.0	0.0
Neurology	0	0	0	0	0	0	0	0	0	0.0	0.0
OB/Gynecology	0	0	0	0	97	356	243	558	801	2.5	1.6
Oral/Maxillofacial	0	0	0	0	0	0	0	0	0	0.0	0.0
Ophthalmology	0	0	0	0	0	567	0	687	687	0.0	1.2
Orthopedic	0	0	0	0	174	304	613	656	1269	3.5	2.2
Otolaryngology	0	0	0	0	3	17	4	24	28	1.3	1.4
Plastic Surgery	0	0	0	0	8	63	30	158	188	3.8	2.5
Podiatry	0	0	0	0	2	77	4	130	134	2.0	1.7
Thoracic	0	0	0	0	6	0	18	0	18	3.0	0.0
Urology	0	0	0	0	75	162	170	332	502	2.3	2.0
Totals	0	0	8	8	1194	2540	2670	4130	6800	2.2	1.6

SURGICAL RECOVERY STATIONS	Stage 1 Recovery Stations	16	Stage 2 Recovery Stations	25
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Dedicated and Non-Dedicated Procedure Room Utilization

Procedure Type	Procedure Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
Gastrointestinal	0	0	4	4	610	3774	1209	6707	7916	2.0	1.8
Laser Eye Procedures	0	0	0	0	0	0	0	0	0	0.0	0.0
Pain Management	0	0	0	0	0	2	0	2	2	0.0	1.0
Cystoscopy	0	0	0	0	0	0	0	0	0	0.0	0.0

Multipurpose Non-Dedicated Rooms

	0	0	0	0	0	0	0	0	0	0.0	0.0
	0	0	0	0	0	0	0	0	0	0.0	0.0
	0	0	0	0	0	0	0	0	0	0.0	0.0

Emergency/Trauma Care

Certified Trauma Center	No
Level of Trauma Service	Level 1
Operating Rooms Dedicated for Trauma Care	0
Number of Trauma Visits:	0
Patients Admitted from Trauma	0
Emergency Service Type:	Comprehensive
Number of Emergency Room Stations	25
Persons Treated by Emergency Services:	44,260
Patients Admitted from Emergency:	7,631
Total ED Visits (Emergency+Trauma):	44,260

Free-Standing Emergency Center

Beds in Free-Standing Centers	0
Patient Visits in Free-Standing Centers	0
Hospital Admissions from Free-Standing Center	0

Outpatient Service Data

Total Outpatient Visits	146,953
Outpatient Visits at the Hospital/ Campus:	146,953
Outpatient Visits Offsite/off campus	0

Cardiac Catheterization Labs

Total Cath Labs (Dedicated+Nondedicated labs):	1
Cath Labs used for Angiography procedures	1
Dedicated Diagnostic Catheterization Lab	0
Dedicated Interventional Catheterization Labs	0
Dedicated EP Catheterization Labs	0

Cardiac Catheterization Utilization

Total Cardiac Cath Procedures:	688
Diagnostic Catheterizations (0-14)	0
Diagnostic Catheterizations (15+)	391
Interventional Catheterizations (0-14):	0
Interventional Catheterization (15+)	223
EP Catheterizations (15+)	74

Cardiac Surgery Data

Total Cardiac Surgery Cases:	6
Pediatric (0 - 14 Years):	0
Adult (15 Years and Older):	6
Coronary Artery Bypass Grafts (CABGs) performed of total Cardiac Cases :	0

Diagnostic/Interventional Equipment	Examinations					Therapeutic Equipment			Therapies/Treatments
	Owned	Contract	Inpatient	Outpt	Contract	Owned	Contract		
General Radiography/Fluoroscopy	15	0	9,097	28,253	0	Lithotripsy	0	0	0
Nuclear Medicine	3	0	473	665	0	Linear Accelerator	0	0	0
Mammography	3	0	0	19,382	0	Image Guided Rad Therapy			0
Ultrasound	8	0	2,435	12,694	0	Intensity Modulated Rad Thrpy			0
Angiography	1	0				High Dose Brachytherapy	0	0	0
Diagnostic Angiography			318	476	0	Proton Beam Therapy	0	0	0
Interventional Angiography			60	218	0	Gamma Knife	0	0	0
Positron Emission Tomography (PET)	0	0	0	0	0	Cyber knife	0	0	0
Computerized Axial Tomography (CAT)	3	0	4,159	9,138	0				
Magnetic Resonance Imaging	2	0	462	2,907	0				

Section IV

Attachment 7

Charity Care

CHARITY CARE			
	2016	2017	2018
Ratio of Charity Care to Net Patient Revenue	1.4%	1.6%	2.5%
Net Patient Revenue	\$133,721,912	\$126,200,613	\$125,521,061
Cost of Charity Care	\$1,924,553	\$2,048,302	\$3,102,649