CentegraHealthSystem

Centegra Corporate Office
385 Millennium Drive
Crystal Lake, IL 60012
815-788-5800

June 4, 2018

Ms. Courtney Avery
Administrator
Illinois Health Facilities and Services Review Board
525 West Jefferson
Springfield, Illinois 62761

Dear Ms. Avery:

On behalf of Memorial Medical Center – Woodstock d/b/a Centegra Hospital – Woodstock, Centegra Health System and Northern Illinois Medical Center please find enclosed two copies of the Certificate of Exemption (COE) application that is described below.

This exemption application is being submitted to provide notice of a Related Person change of ownership involving Memorial Medical Center – Woodstock d/b/a Centegra Hospital-Woodstock located at 3701 Doty Road, Woodstock, Illinois. No other changes are being proposed at the facility that would otherwise require a permit or exemption under the Planning Act.

The check for $2,500 was mailed last week with the press release and confirmation of delivery.

Please feel free to contact me or Daniel J. Lawler (312-214-4861, daniel.lawler@btlaw.com) if you have any questions.

Sincerely,

Hadley Streng

Hadley Streng
SVP, Strategy and Development
Centegra Health System
815-788-5858
hstreng@centegra.com

Enclosures

E-033-18

RECEIVED
JUN 05 2018
HEALTH FACILITIES & SERVICES REVIEW BOARD

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR EXEMPTION PERMIT

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

☐ ORIGINAL

Facility/Project Identification

Facility Name: Centegra Hospital-Woodstock			
Street Address:3701 Doty Road			
City and Zip Code: Woodstock 60098			
County: McHenry	Health Service Area	HSA-08	Health Planning Area: A-10

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

Exact Legal Name: Memorial Medical Center – Woodstock d/b/a Centegra Hospital – Woodstock
Street Address: 3701 Doty Road
City and Zip Code: Woodstock 60098
Name of Registered Agent: Mr. Michael S. Eesley, FACHE
Registered Agent Street Address: 385 Millennium Dr.
Registered Agent City and Zip Code: Crystal Lake 60012
Name of Chief Executive Officer: Mr. Michael S. Eesley, FACHE
CEO Street Address: 385 Millennium Dr.
CEO City and Zip Code: Crystal Lake 60012
CEO Telephone Number: (815) 788-5823

Type of Ownership of Applicants

☒	Non-profit Corporation	☐	Partnership		
☐	For-profit Corporation	☐	Governmental		
☐	Limited Liability Company	☐	Sole Proprietorship	☐	Other

- Corporations and limited liability companies must provide an **Illinois certificate of good standing.**
- 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: Ms. Hadley Streng
Title: SVP, Strategy and Development
Company Name: Centegra Health System
Address: 385 Millennium Dr., Crystal Lake, IL 60012
Telephone Number: (815) 788-5858
E-mail Address: hstreng@centegra.com
Fax Number: (815) 788-5263

Additional Contact [Person who is also authorized to discuss the application for exemption permit]

Name: Mr. Daniel J. Lawler
Title: Partner
Company Name: Barnes & Thornburg, LLP

Address: 1 N. Wacker Drive, Suite 4400, Chicago, IL 60606
Telephone Number: (312) 214-4861
E-mail Address: daniel.lawler@btlaw.com
Fax Number: (312) 759-5646

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

Exact Legal Name: Centegra Health System
Street Address: 385 Millennium Dr.
City and Zip Code: Crystal Lake 60012
Name of Registered Agent: Mr. Michael S. Eesley, FACHE
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- 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.

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

Exact Legal Name: Northern Illinois Medical Center d/b/a Centegra Hospital – McHenry
Street Address: 4201 Medical Center Drive
City and Zip Code: McHenry 60050
Name of Registered Agent: Mr. Michael S. Eesley, FACHE
Registered Agent Street Address: 385 Millennium Dr.
Registered Agent City and Zip Code: Crystal Lake 60012
Name of Chief Executive Officer: Mr. Michael S. Eesley, FACHE
CEO Street Address: 385 Millennium Dr.
CEO City and Zip Code: Crystal Lake 60012
CEO Telephone Number: (815) 788-5823

Type of Ownership of Applicants

☒ Non-profit Corporation ☐ Partnership
☐ For-profit Corporation ☐ Governmental
☐ Limited Liability Company ☐ Sole Proprietorship ☐ Other

- Corporations and limited liability companies must provide an **Illinois certificate of good standing.**
- 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.

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Post Exemption Permit Contact

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

Name: Ms. Hadley Streng
Title: SVP, Strategy and Development
Company Name: Centegra Health System
Address: 385 Millennium Dr., Crystal Lake, IL 60012
Telephone Number: (815) 788-5858
E-mail Address: hstreng@centegra.com
Fax Number: (815) 788-5263

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Memorial Medical Center – Woodstock d/b/a Centegra Hospital – Woodstock
Address of Site Owner: 3701 Doty Road, Woodstock, IL 60098
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.

Operating Identity/Licensee

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

Exact Legal Name: Memorial Medical Center – Woodstock d/b/a Centegra Hospital – Woodstock
Address: 3701 Doty Road, Woodstock, IL 60098

☒	Non-profit Corporation	☐	Partnership		
☐	For-profit Corporation	☐	Governmental		
☐	Limited Liability Company	☐	Sole Proprietorship	☐	Other

- Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.
- 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.
- **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.

Flood Plain Requirements
[Refer to application instructions.]

This requirement is not applicable because this project does not include any construction or modernization

Provide documentation that the project complies with the requirements of Illinois Executive Order #2006-5 pertaining to construction activities in special flood hazard areas. As part of the flood plain requirements, please provide a map of the proposed project location showing any identified floodplain areas. Floodplain maps can be printed at **www.FEMA.gov** or **www.illinoisfloodmaps.org**. **This map must be in a readable format**. In addition, please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2006-5 **(http:// www.illinois.gov/sites/hfsrb)**.

APPEND DOCUMENTATION AS ATTACHMENT 5, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Historic Resources Preservation Act Requirements
[Refer to application instructions.]

This requirement is not applicable because this project does not include any demolition, construction or modernization

Provide documentation regarding compliance with the requirements of the Historic Resources Preservation Act.

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

DESCRIPTION OF PROJECT

1. Project Classification
[Check those applicable - refer to Part 1110.40 and Part 1120.20(b)]

Part 1110 Classification:

- ☒ Change of Ownership
- ☐ Discontinuation of an Existing Health Care Facility or of a category of service
- ☐ Establishment or expansion of a neonatal intensive care or beds

2. Narrative Description

In the space below, provide a brief narrative description of the project. 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. Include the rationale regarding the project's classification as substantive or non-substantive.

Pursuant to Section 8.5(a) of the Illinois Health Facilities Planning Act and Section 1130.520(c) of the Rules of the Health Facilities and Services Review Board this COE is being submitted to provide notice of a Related Person change of ownership involving Memorial Medical Center – Woodstock d/b/a Centegra Hospital-Woodstock located at 3701 Doty Road, Woodstock, Illinois. No other changes are being proposed at the facility that would otherwise require a permit or exemption under the Planning Act.

Currently, the sole corporate member of Memorial Medical Center – Woodstock is Centegra Health System, which is also the sole corporate member of Northern Illinois Medical Center d/b/a Centegra Hospital-McHenry and d/b/a Centegra Hospital-Huntley. The proposed transaction is that Memorial Medical Center – Woodstock will transfer all of its operational assets and liabilities to Northern Illinois Medical Center, and Northern Illinois Medical Center will assume all of the liabilities of Memorial Medical Center – Woodstock. Further, Memorial Medical Center – Woodstock will withdraw its assumed name (d/b/a) of Centegra Hospital-Woodstock and Northern Illinois Medical Center will adopt the assumed name (d/b/a) of Centegra Hospital-Woodstock. Centegra Health System will remain the sole corporate member of Northern Illinois Medical Center.

After the transaction, Memorial Medical Center – Woodstock will be owned and operated as a provider-based location of Northern Illinois Medical Center, as described in and allowed by the provider-based regulations of the Centers for Medicare & Medicaid Services. Memorial Medical Center – Woodstock will be supervised and administered with the same level of oversight as any other department or location of Northern Illinois Medical Center and Memorial Medical Center – Woodstock will be under the administrative, clinical and financial control of Northern Illinois Medical Center.

The transaction will result in Northern Illinois Medical Center becoming the licensee of the Memorial Medical Center – Woodstock facility. The transaction is therefore an assignment or transfer of assets resulting in a change in the licensee of the facility.

This project is "Non-Substantive" because a change of ownership does not meet the Illinois Health Facilities Planning Act's definition of a "Substantive" project (20 ILCS 3960/12(8)).

There is no cost to the transaction. The estimated fair market value of the assets being transferred is $1,175,000.00 based on a fair market value analysis of the book value of the assets. The anticipated completion date for the transaction is June 29, 2018.

The Applicants have the following permits:

- 17-036, Centegra Hospital-Woodstock, Establish Comprehensive Physical Rehabilitation Category of Service
- E-037-17, Centegra Hospital-McHenry, Discontinue Comprehensive Physical Rehabilitation Category of Service
- E-022-18, Centegra Hospital-McHenry, Change of Ownership
- E-023-18, Centegra Hospital-Woodstock, Change of Ownership
- E-024-18, Centegra Hospital-Huntley, Change of Ownership

Project Costs and Sources of Funds (Neonatal Intensive Care Services only)

Complete the following table listing all costs (refer to Part 1120.110) associated with the project. When a project or any component of a project is to be accomplished by lease, donation, gift, or other means, the fair market or dollar value (refer to Part 1130.140) of the component must be included in the estimated project cost. If the project contains non-reviewable components that are not related to the provision of health care, complete the second column of the table below. Note, the use and sources of funds must be equal.

Project Costs and Sources of Funds			
USE OF FUNDS	**CLINICAL**	**NONCLINICAL**	**TOTAL**
Preplanning Costs	0	0	0
Site Survey and Soil Investigation	0	0	0
Site Preparation	0	0	0
Off Site Work	0	0	0
New Construction Contracts	0	0	0
Modernization Contracts	0	0	0
Contingencies	0	0	0
Architectural/Engineering Fees	0	0	0
Consulting and Other Fees	0	0	0
Movable or Other Equipment (not in construction contracts)	0	0	0
Bond Issuance Expense (project related)	0	0	0
Net Interest Expense During Construction (project related)	0	0	0
Fair Market Value of Leased Space or Equipment	0	0	0
Other Costs To Be Capitalized	0	0	0
Acquisition of Building or Other Property (excluding land)	0	0	0
TOTAL USES OF FUNDS	0	0	0
SOURCE OF FUNDS	**CLINICAL**	**NONCLINICAL**	**TOTAL**
Cash and Securities	0	0	0
Pledges	0	0	0
Gifts and Bequests	0	0	0
Bond Issues (project related)	0	0	0
Mortgages	0	0	0
Leases (fair market value)	0	0	0
Governmental Appropriations	0	0	0
Grants	0	0	0
Other Funds and Sources	0	0	0
TOTAL SOURCES OF FUNDS	0	0	0
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

Related Project Costs

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 ☐ Yes ☒ No
Purchase Price: $ N/A
Fair Market Value: $ N/A

The project involves the establishment of a new facility or a new category of service
☐ Yes ☒ No

If yes, provide the dollar amount of all **non-capitalized** operating start-up costs (including operating deficits through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100.

Estimated start-up costs and operating deficit cost is $ N/A.

Project Status and Completion Schedules

For facilities in which prior permits have been issued please provide the permit numbers.

Indicate the stage of the project's architectural drawings:

☒ None or not applicable ☐ Preliminary

☐ Schematics ☐ Final Working

Anticipated project completion date (refer to Part 1130.140): June 29, 2018

Indicate the following with respect to project expenditures or to financial commitments (refer to Part 1130.140):

☐ Purchase orders, leases or contracts pertaining to the project have been executed. ☐ Financial commitment is contingent upon permit issuance. Provide a copy of the contingent "certification of financial commitment" document, highlighting any language related to CON Contingencies
☐ Financial Commitment will occur after permit issuance.

APPEND DOCUMENTATION AS ATTACHMENT 8, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

State Agency Submittals [Section 1130.620(c)]

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 for permit being deemed incomplete.

CERTIFICATION

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

- in the case of a corporation, any two of its officers or members of its Board of Directors;
- 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);
- 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);
- in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- in the case of a sole proprietor, the individual that is the proprietor.

This Application is filed on the behalf of Memorial Medical Center – Woodstock d/b/a Centegra Hospital-Woodstock*
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

Michael S. Eesley
PRINTED NAME

Chief Executive Officer
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 4th day of June, 2018

Signature of Notary

Seal

GABRIELLA GUZIEC
Official Seal
Notary Public - State of Illinois
My Commission Expires Jan 9, 2022

SIGNATURE

Aaron T. Shepley
PRINTED NAME

General Counsel
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 4th day of June, 2018

Signature of Notary

Seal

OFFICIAL SEAL
DIANNE R MCLAREN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/15/19

*Insert the EXACT legal name of the applicant

CERTIFICATION

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- 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);
- in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- in the case of a sole proprietor, the individual that is the proprietor.

This Application is filed on the behalf of Centegra Health System*
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

Michael S. Eesley
PRINTED NAME

Chief Executive Officer
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 4th day of June, 2018

Gabriella Guziec
Signature of Notary

Seal

GABRIELLA GUZIEC
Official Seal
Notary Public – State of Illinois
My Commission Expires Jan 15, 2022

SIGNATURE

Aaron T. Shepley
PRINTED NAME

General Counsel
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 4th day of June, 2018

Dianne R. McLaren
Signature of Notary

Seal

OFFICIAL SEAL
DIANNE R MCLAREN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/15/19

*Insert the EXACT legal name of the applicant

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- 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);
- in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- in the case of a sole proprietor, the individual that is the proprietor.

This Application is filed on the behalf of Northern Illinois Medical Center d/b/a Centegra Hospital-McHenry*
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

Michael S. Eesley
PRINTED NAME

Chief Executive Officer
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 4th day of June, 2018

Signature of Notary

Seal

GABRIELLA GUZIEC
Official Seal
Notary Public – State of Illinois
My Commission Expires Jan 8, 2022

SIGNATURE

Aaron T. Shepley
PRINTED NAME

General Counsel
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 4th day of June, 2018

Signature of Notary

Seal

OFFICIAL SEAL
DIANNE R MCLAREN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/15/19

*Insert the EXACT legal name of the applicant

SECTION III. BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS

This Section is applicable to all projects except those that are solely for discontinuation with no project costs.

Background

READ THE REVIEW CRITERION and provide the following required information:

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 certified listing of any adverse action taken against any facility owned and/or operated by the applicant during the three years prior to the filing of the application.
3. 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.**
4. If, during a given calendar year, an applicant submits more than one application for permit, 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 11, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-4) MUST BE IDENTIFIED IN ATTACHMENT 11.

Criterion 1110.230 – Purpose of the Project, and Alternatives (Not applicable to Change of Ownership)

PURPOSE OF PROJECT

1. Document that the project will provide health services that improve the health care or well-being of the market area population to be served.
2. Define the planning area or market area, or other relevant area, per the applicant's definition.
3. Identify the existing problems or issues that need to be addressed as applicable and appropriate for the project.
4. Cite the sources of the documentation.
5. Detail how the project will address or improve the previously referenced issues, as well as the population's health status and well-being.
6. Provide goals with quantified and measurable objectives, with specific timeframes that relate to

achieving the stated goals **as appropriate**.

For projects involving modernization, describe the conditions being upgraded, if any. For facility projects, include statements of the age and condition of the project site, as well as regulatory citations, if any. For equipment being replaced, include repair and maintenance records.

NOTE: Information regarding the "Purpose of the Project" will be included in the State Board Report.
APPEND DOCUMENTATION AS ATTACHMENT 12, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-6) MUST BE IDENTIFIED IN ATTACHMENT 12.

ALTERNATIVES

1) Identify **ALL** of the alternatives to the proposed project:

Alternative options **must** include:

A) Proposing a project of greater or lesser scope and cost;

B) Pursuing a joint venture or similar arrangement with one or more providers or entities to meet all or a portion of the project's intended purposes; developing alternative settings to meet all or a portion of the project's intended purposes;

C) Utilizing other health care resources that are available to serve all or a portion of the population proposed to be served by the project; and

D) Provide the reasons why the chosen alternative was selected.

2) Documentation shall consist of a comparison of the project to alternative options. The comparison shall address issues of total costs, patient access, quality and financial benefits in both the short-term (within one to three years after project completion) and long-term. This may vary by project or situation. **FOR EVERY ALTERNATIVE IDENTIFIED, THE TOTAL PROJECT COST AND THE REASONS WHY THE ALTERNATIVE WAS REJECTED MUST BE PROVIDED.**

3) The applicant shall provide empirical evidence, including quantified outcome data that verifies improved quality of care, as available.

APPEND DOCUMENTATION AS ATTACHMENT 13, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION V. CHANGE OF OWNERSHIP (CHOW)

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)(2) - 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)(2) - A statement as to the anticipated benefits of	X

the proposed changes in ownership to the community	
1130.520(b)(2) - 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)(2) - A description of the facility's quality improvement program mechanism that will be utilized to assure quality control;	X
1130.520(b)(2) - A description of the selection process that the acquiring entity will use to select the facility's governing body;	X
1130.520(b)(2) - 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)(2)- 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

Application for Change of Ownership Among Related Persons

When *a change of ownership is among related persons, and there are no other changes being proposed at the health care facility that would otherwise require a permit or exemption under the Act, the applicant shall submit an application consisting of a standard notice in a form set forth by the Board briefly explaining the reasons for the proposed change of ownership.* [20 ILCS 3960/8.5(a)]

APPEND DOCUMENTATION AS ATTACHMENT 15, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

This requirement is not applicable because there is no project cost for this change of ownership.

SECTION VII. 1120.130 - FINANCIAL VIABILITY

All the applicants and co-applicants shall be identified, specifying their roles in the project funding or guaranteeing the funding (sole responsibility or shared) and percentage of participation in that funding.

Financial Viability Waiver

The applicant is not required to submit financial viability ratios if:
1. "A" Bond rating or better
2. All of the projects capital expenditures are completely funded through internal sources
3. The applicant's current debt financing or projected debt financing is insured or anticipated to be insured by MBIA (Municipal Bond Insurance Association Inc.) or equivalent
4. The applicant provides a third party surety bond or performance bond letter of credit from an A rated guarantor.

See Section 1120.130 Financial Waiver for information to be provided

APPEND DOCUMENTATION AS ATTACHMENT 17, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

The applicant or co-applicant that is responsible for funding or guaranteeing funding of the project shall provide viability ratios for the latest three years for which **audited financial statements are available and for the first full fiscal year at target utilization, but no more than two years following project completion.** When the applicant's facility does not have facility specific financial statements and the facility is a member of a health care system that has combined or consolidated financial statements, the system's viability ratios shall be provided. If the health care system includes one or more hospitals, the system's viability ratios shall be evaluated for conformance with the applicable hospital standards.

	Historical 3 Years			**Projected**
Enter Historical and/or Projected Years:				
Current Ratio				
Net Margin Percentage				
Percent Debt to Total Capitalization				
Projected Debt Service Coverage				
Days Cash on Hand				
Cushion Ratio				

Provide the methodology and worksheets utilized in determining the ratios detailing the calculation and applicable line item amounts from the financial statements. Complete a separate table for each co-applicant and provide worksheets for each.

2. Variance

Applicants not in compliance with any of the viability ratios shall document that another organization, public or private, shall assume the legal responsibility to meet the debt obligations should the applicant default.

APPEND DOCUMENTATION AS ATTACHMENT 18, IN NUMERICAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION VIII. 1120.140 - ECONOMIC FEASIBILITY

This requirement is not applicable because there is no project cost for this change of ownership.

This section is applicable to all projects subject to Part 1120.

A. Reasonableness of Financing Arrangements

The applicant shall document the reasonableness of financing arrangements by submitting a notarized statement signed by an authorized representative that attests to one of the following:

1) That the total estimated project costs and related costs will be funded in total with cash and equivalents, including investment securities, unrestricted funds, received pledge receipts and funded depreciation; or

2) That the total estimated project costs and related costs will be funded in total or in part by borrowing because:

   A) A portion or all of the cash and equivalents must be retained in the balance sheet asset accounts in order to maintain a current ratio of at least 2.0 times for hospitals and 1.5 times for all other facilities; or

   B) Borrowing is less costly than the liquidation of existing investments, and the existing investments being retained may be converted to cash or used to retire debt within a 60-day period.

B. Conditions of Debt Financing

This criterion is applicable only to projects that involve debt financing. The applicant shall document that the conditions of debt financing are reasonable by submitting a notarized statement signed by an authorized representative that attests to the following, as applicable:

1) That the selected form of debt financing for the project will be at the lowest net cost available;

2) That the selected form of debt financing will not be at the lowest net cost available, but is more advantageous due to such terms as prepayment privileges, no required mortgage, access to additional indebtedness, term (years), financing costs and other factors;

3) That the project involves (in total or in part) the leasing of equipment or facilities and that the expenses incurred with leasing a facility or equipment are less costly than constructing a new facility or purchasing new equipment.

C. Reasonableness of Project and Related Costs

Read the criterion and provide the following:

1. Identify each department or area impacted by the proposed project and provide a cost and square footage allocation for new construction and/or modernization using the following format (insert after this page).

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New Circ.*		Gross Sq. Ft. Mod. Circ.*		Const. $ (A x C)	Mod. $ (B x E)	
Contingency									
TOTALS									
* Include the percentage (%) of space for circulation									

D. Projected Operating Costs

The applicant shall provide the projected direct annual operating costs (in current dollars per equivalent patient day or unit of service) for the first full fiscal year at target utilization but no more than two years following project completion. Direct cost means the fully allocated costs of salaries, benefits and supplies for the service.

E. Total Effect of the Project on Capital Costs

The applicant shall provide the total projected annual capital costs (in current dollars per equivalent patient day) for the first full fiscal year at target utilization but no more than two years following project completion.

APPEND DOCUMENTATION AS ATTACHMENT 19, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION IX. SAFETY NET IMPACT STATEMENT (DISCONTINUATION ONLY)

SAFETY NET IMPACT STATEMENT that describes all of the following must be submitted for ALL SUBSTANTIVE PROJECTS AND PROJECTS TO DISCONTINUE STATE-OWNED HEALTH CARE FACILITIES [20 ILCS 3960/5.4]:

1. The project's material impact, if any, on essential safety net services in the community, to the extent that it is feasible for an applicant to have such knowledge.

2. The project's impact on the ability of another provider or health care system to cross-subsidize safety net services, if reasonably known to the applicant.

3. How the discontinuation of a facility or service might impact the remaining safety net providers in a given community, if reasonably known by the applicant.

Safety Net Impact Statements shall also include all of the following:

1. For the 3 fiscal years prior to the application, a certification describing the amount of charity care provided by the applicant. The amount calculated by hospital applicants shall be in accordance with the reporting requirements for charity care reporting in the Illinois Community Benefits Act. Non-hospital applicants shall report charity care, at cost, in accordance with an appropriate methodology specified by the Board.

SECTION X. CHARITY CARE INFORMATION (CHOW ONLY)

Charity Care information MUST be furnished for ALL projects [1120.20(c)].

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 41.

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

APPEND DOCUMENTATION AS ATTACHMENT 21, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

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

INDEX OF ATTACHMENTS

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15	Change of Ownership	49
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16	Availability of Funds	
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File Number 0751-757-2

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

MEMORIAL MEDICAL CENTER, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JANUARY 19, 1897, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION 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* 10TH *day of* APRIL *A.D.* 2018 .

Authentication #: 1810002008 verifiable until 04/10/2019
Authenticate at: http://www.cyberdriveillinois.com

Jesse White
SECRETARY OF STATE

ATTACHMENT-1

File Number 5275-457-7

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

CENTEGRA HEALTH SYSTEM, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JUNE 01, 1982, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION 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* 10TH *day of* APRIL *A.D.* 2018 .

Authentication #: 1810001980 verifiable until 04/10/2019
Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

ATTACHMENT-1

File Number 3594-752-3

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

NORTHERN ILLINOIS MEDICAL CENTER, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 16, 1956, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION 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* 10TH *day of* APRIL *A.D.* 2018 .

Authentication #: 1810001994 verifiable until 04/10/2019
Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

ATTACHMENT-1

Ticor Title Insurance Company

Commitment for Title Insurance

TICOR TITLE INSURANCE COMPANY ("Company"), for valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Ticor Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

TICOR TITLE INSURANCE COMPANY

By

Authorized Signatory

COMCVP06 4/07 wip GI

TICOR TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

YOUR REFERENCE: UNKNOWN

ORDER NO.: 2000 000690924 SM

EFFECTIVE DATE: JULY 1, 2008

PREPARED FOR:
BELL,BOYD & LLOYD/ATTY-CHICAGO
70 WEST MADISON STREET, SUITE 3200
CHICAGO, ILLINOIS 60602-4207
PHONE: (312)807-4207
FAX:

1. POLICY OR POLICIES TO BE ISSUED:

LOAN POLICY: ALTA LOAN 2006
AMOUNT: $1,000,000.00
PROPOSED INSURED: BANK OF NEW YORK MELLON TRUST COMPANY, ITS SUCCESSORS AND/OR ASSIGNS, AS THEIR INTERESTS MAY APPEAR

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT IS FEE SIMPLE, UNLESS OTHERWISE NOTED.

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS AT THE EFFECTIVE DATE VESTED IN:
NORTHERN ILLINOIS MEDICAL CENTER, A NOT-FOR-PROFIT CORPORATION, AS TO PARCELS ONE, TWO, THREE, FOUR AND FIVE;

MEMORIAL MEDICAL CENTER-WOODSTOCK, A NOT-FOR-PROFIT CORPORATION, AS TO PARCELS SIX, SEVEN, EIGHT, NINE, TEN, ELEVEN AND TWELVE.

4. MORTGAGE OR TRUST DEED TO BE INSURED:
TO COME.

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS :
PARCEL 1:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 3 AND THE SOUTHWEST QUARTER OF SECTION 2, ALL IN TOWNSHIP 44 NORTH RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING A THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 3 (THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 3 HAVING AN ASSUMED BEARING OF SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR THIS LEGAL DESCRIPTION); THENCE SOUTH 00 DEGREES 44 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, 937.11 FEET TO A POINT OF BEGINNING; THENCE SOUTH 70 DEGREES 48 MINUTES 48 SECONDS EAST, 60.09 FEE TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVED LINE COVNEX EASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AS SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY WITH A LINE 451.00 FEET; AS MEASURED AT RIGHT ANGLES, NORTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF STATE ROUTE 31 PER INSTURMENT RECORDED OCTOBER 7, 1927, IN BOOK 12 OF MISCELLANEOUS RECORDS, PAGE 167 (THE CHORD OF SAID LAST DESCRIBED ARC BEARS SOUTH 25 DEGREES 48 MINUTES 48 SECONDS EAST, 35.36 FEET), THENCE SOUTH 19 DEGREES 11 MINUTES 12 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL TO A LINE, 455.19 FEET; THENCE SOUTH OO DEGREES OO MINUTES 00 SECONDS WEST, 24.35 FEET TO A LINE 443.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTHWESTERLY OF AND PARALLEL WITH SAID CENTER LINE OF STATE ROUTE 31; THENCE SOUTH 19 DEGREES 11 MINUTES 12 SECONDS WEST ALONG SIAD LAST DESCRIBED PARALLEL LINE, 71.95 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY, HAVING A RADUIS OF 120.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 104.24 FEET TO A LINE 1583.37 FEET, AS MEASURED RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 (THE CORD OF SAID LAST DESCRIBED ARC BEARS SOUTH 44 DEGREES 04 MINUTES 26 SECONDS WEST, 100.99 FEET); THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 590.74 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 247.53 FEET TO AN INTERSECTION WITH A LINE 1335.84 FEET, AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 60.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 205.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 25.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 297.00 FEET TO A POINT 739.30 FEET WEST AND 833.84 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 3, AS MEASURED ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER AND ALONG A LINE AT RIGHT ANGLES THERETO; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, 283.00 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVED LINE CONVEX NORTHERLY, HAVING A RADUIS OF 872.94 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AS SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 292.32 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 80 DEGREES 24 MINUTES 24 SECONDS EAST, 290.96 FEET); THENCE SOUTH 70 DEGREES 48 MINUTES 48 SECONDS EAST ALONG A LINE TANGANT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 166.44 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

CONTINUED ON NEXT PAGE

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

PARCEL 2:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 3 AND THE SOUTHWEST QUARTER OF SECTION 2, ALL IN TOWNSHIP 44 NORTH, RANGE 8 EAST OF THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, BEING ALSO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, WITH THE NORTHERLY LINE OF MEDICAL CENTER DRIVE AS DEDICATED PER PLAT RECORDED MARCH 20, 1984 AS DOCUMENT 877386; THENCE NORTH 70 DEGREES 48 MINUTES 48 SECONDS WEST ALONG SAID NORTHERLY LINE OF MEDICAL CENTER DRIVE, 143.78 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID MEDICAL CENTER DRIVE, BEING A CURVE LINE CONVEX NORTHEASTERLY, HAVING A RADUIS OF 940.94 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 246.18 FEET (THE CHORD OF SAID ARC BEARS NORTH 78 DEGREES 18 MINUTES 30 SECONDS WEST, 245.48 FEET); THENCE NORTH 11 DEGREES 15 MINUTES 42 SECONDS EAST, 158.03 FEET TO A LINE 157.00 FEET, AS MEASURED RAIDIALLY, NORTHERLY OF AND CONCENTRIC WITH THE NORTHERLY LINE OF SAID MEDIAL CENTER DRIVE, THENCE SOUTHEASTERLY ALONG SAID LAST DESCRIBED CONCENTRIC LINE, BEING A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 1097.94 FEET, AN ARC DISTANCE OF 267.82 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 77 DEGREES 48 MINUTES 05 SECONDS EAST, 267.15 FEET); THENCE SOUTH 70 DEGREES 48 MINUTES 48 SECONDS EAST ALONG A LINE 157.00 FEET, AS MEASURD AT RIGHT ANGLES, NORTHEASTERLY OF AND PRALLEL WITH THE NORTHERLY LINE OF SAID MEDICAL CENTER DRIVE, 311.89 FEET; THENCE SOUTH 19 DEGREES 04 MINUTES 14 SECONDS WEST, 175.00 FEET TO THE NORTH LINE OF SAID MEDICAL CENTER DIRVE; THENCE NORTH 70 DEGREES 48 MINUTES 48 SECONDS WEST ALONG THE NORTH LINE OF SAID MEDICAL CENTER DRIVE, 168.43 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 3 AND THE SOUTHWEST QUARTER OF SECTION 2, ALL IN TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 3 (THE NORTH LINEOF THE SOUTHEAST QURTER OF SECTION 3 HAVING A ASSUMED BEARING OF SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR THIS LEGAL DESCRIPTION); THENCE SOUTH 00 DEGREES 44 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST QARTER OF SAID SECTION 3, 937.11 FEET TO A POINT OF BEGINNING; THENCE SOUTH 70 DEGREES 48 MINUTES 48 SECONDS EAST, 60.09 FEET TO A POINT CURVATURE, THENCE SOUTHERLY ALONG A CURVED LINE CONVEX EASTERLY, HAVING A RADUIS OF 25.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AS SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 39.27 FEET TO A POINT TANGENCY WITH A LINE 451.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF STATE ROUTE 31 PER INSTRUMENT RECORDED OCTOBER 7, 1927, IN BOOK 12 OF MISCELLANEOUS RECORDS, PAGE 167 (THE CORD OF SAID LAST DESCRIBED ARC BEARS SOUTH 25 DEGREES 48 MINUTES 48 SECONDS EAST, 35.36 FEET); THENCE SOUTH 19 DEGREES 11 MINUTES 12 SECONDS WEST ALONG SAID LAST DESVRIBED PARALLEL LINE, 455.19 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 24.35 FEET TO A LINE 433.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTHWESTERLY OF AND PARALLEL WITH SAID CENTER LINE OF STATE ROUTE 31; THENCE NORTH 19 DEGREES 11 MINUTES 12 SECONDS EAST ALONG

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

SAID LAST DESCRIBED PARALLEL LINE, 478.18 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVED LINE CONVEX EASTERLY, HAVING A RADIUS OF 33.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT AN ARC DISTANCE OF 51.84 FEET TO A POINT TANGENCY WITH THE SOUTHERLY LINE OF MEDICAL CENTER DRIVE ACCORDING TO THE PLAT OF DEDICATION RECORDED MARCH 20, 1984 AS DOCUMENT 877386 (THE CHORD OF SAID LAST DESCRIBED ARC BEARS NORTH 25 DEGREES 48 MINUTES 48 SECONDS WEST, 46.67 FEET); THE FOLLOWING 3 COURSES ARE ALONG THE SOUTHERLY LINE OF SAID MEDICAL CENTER DRIVE; THENCE NORTH 70 DEGREES 48 MINUTES 48 SECONDS WEST, 226.53 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE WESTERLY ALONG A CURVED LINE CONVEX NORTHERLY, HAVING A RADIUS OF 880.94 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AND ARC DISTANCE OF 295.00 FEET TO A POINT OF TANGENCY IN SAID LINE (THE CHORD OF SAID ARC BEARS NORTH 80 DEGREES 24 MINUTES 24 SECONDS WEST, 293.63 FEET); THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 283.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SEDONDS WEST, 8.00 FEET TO A POINT 739.30 FEET WEST AND 833.84 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 3, AS MEASURED ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER AND ALONG A LINE AT RIGHT ANGLES THERETO; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WAST PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, 283.00 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVED LINE CONVEX NORTHERLY, HAVING A RADUIS OF 872.94 FEET AND BEING TANGANT TO SAID LAST DESCRIBED LINE AS SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 292.32 FEET TO A POINT OF TANGANCY (THE CHORD OF SAID ARC BEARS SOUTH 80 DEGREES 24 MINUTES 24 SECONDS EAST 290.96 FEET); THENCE SOUTH 70 DEGREES 48 MINUTES 48 SECONDS EAST ALONG A LINE TANGANT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 166.44 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 3, (THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 3 HAVING AN ASSUMED BEARING OF SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR THIS LEGAL DECRIPTION); THENCE SOUTH 00 DEGREES 44 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, 937.11 FEET; THENCE SOUTH 70 DEGREES 48 MINUTES 48 SECONDS EAST, 60.09 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX EASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 39.27 FEET TO A POINT TANGENCY WITH A LINE 451.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF STATE ROUTE 31 PER INSTRUMENT RECORDED OCTOBER 7, 1927, IN BOOK 12 OF MISCELLANEOUS RECORDS, PAGE 167 (THE CHORD OF SAID LAST DESCRIBED ARC BEARS SOUTH 25 DEGREES 48 MINUTES 48 SECONDS EAST, 36.36 FEET); THENCE SOUTH 19 DEGREES 11 MINUTES 12 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 455.19 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 164.86 FEET TO A LINE 1583.37 FEET, AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, 3; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE 93.90 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

LINE, 590.74 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 8.00 FEET TO A LINE 1591.37 FEET, AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 547.65 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 120.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AS SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 44.07 FEET TO THE POINT OF BEGINNING (THE CHORD OF SAID ARC BEARS NORTH 79 DEGREES 28 MINUTES 43 SECONDS EAST, 43.82 FEET), IN MCHENRY COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 44 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 3, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (BEING AN ASSUMED BEARING FOR THIS LEGAL DESCRIPTION) ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, 433.82 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 1651.37 FEET TO A POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 207.18 FEET TO A POINT OF CURVATURE; THECE NORTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY, HAVING A RADUIS OF 180.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 120.02 FEET (THE CHORD OF SAID ARC BEARS NORTH 70 DEGREES 53 MINUTES 51 SECONDS EAST, 117.81 FEET); THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 254.02 FEET TO THE SOUTH LINE OF THE NORTH 1667 FEET, AS MEASURED ALONG THE EAST LINE THEREOF, OF THE SOUTHEAST QUARTER OF SECTION 3, AFORESAID; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID LAST DESCRIBED SOUTH LINE, 223.50 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 151.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 95.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 63.97 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PARCEL SIX:

THAT PART OF THE SOUTHWEST QUARTER OP THE NORTHEAST AND PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER ALL IN SECTION 22 TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 00 DEGREES 14 MINUTES 59 SECONDS WEST (ASSUMED BEARING) ALONG THE WEST LINE THEREOF, 66.00 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 08 SECONDS EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 811.40 FEET TO THE CENTER LINE OF U.S. ROUTE 14; THENCE SOUTH 40 DEGREES 00 MINUTES 33 SECONDS EAST, ALONG SAID CENTER LINE, 77.10 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID CENTER LINE 900.00 FEET ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 8594.40 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 43 DEGREES 00 MINUTES 32 SECONDS EAST, 899.59 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY 545.70 FEET ALONG SAID CENTER LINE AND SAID COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 1014.50 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 61 DEGREES 25 MINUTES 07 SECONDS EAST,

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

539.14 FEET; THENCE SOUTH 76 DEGREES 49 MINUTES 42 SECONDS EAST ALONG SAID CENTER-LINE, 76.73 FEET TO A LINE 708.47 FEET EAST OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22 AND THE POINT OR BEGINNING; THENCE SOUTH 76 DEGREES 49 SECONDS 42 SECONDS EAST CONTINUING ALONG SAID CENTER LINE, 628.08 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OR THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE SOUTH 00 DEGREES 06 MINUTES 33 SECONDS WEST ALONG SAID EAST LINE, 30.80 FEET, THENCE NORTH 76 DEGREES 49 MINUTES 42 SECONDS WEST, 40.99 FEET TO THE WEST LINE OF DOTY-ROAD AS DEDICATED TO THE CITY OF WOODSTOCK AND RECORDED AUGUST 17, 1994 AS DOCUMENT NO. 94R048603; THENCE SOUTH 00 DEGREES 08 MINUTES 50 SECONDS WEST ALONG THE WEST LINE OF DOTY ROAD PER SAID DOCUMENT NO. 94R048603, A DISTANCE OF 958.32 FEET TO THE NORTH LINE OF MEMORIAL DRIVE AS DEDICATED PER SAID DOCUMENT NO. 94R048603; THENCE NORTH 89 DEGREES 51 MINUTES 10 SECONDS WEST ALONG SAID NORTH LINE OF MEMORIAL DRIVE, 866.24 FEET (RECORD 866.39 FEET); THENCE WESTERLY 49.52 FEET CONTINUING ALONG SAID NORTH LINE OF MEMORIAL DRIVE, BEING A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 480.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 86 DEGREES 52 MINUTES 46 SECONDS WEST, 49.80 FEET TO THE NORTHWEST CORNER OF SAID DRIVE; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY 704.73 FEET, CONTINUING ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 480.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 41 DEGREES 50 MINUTES 44 SECONDS WEST, 643.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY 79.99 FEET ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 756.93 FEET, THE CHORD OF SAID CURVE BEARS NORTH 02 DEGREES 48 MINUTES 45 SECONDS WEST, 79.95 FEET TO A LINE 300.00 FEET SOUTH OF (AS MEASURED AT RIGHTS ANGLES) AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 89 DEGREES 40 MINUTES 08 SECONDS ALONG SAID PARALLEL LINE, 778.07 FEET TO A LINE 708.47 FEET EAST OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE NORTH 00 DEGREES 10 MINUTES 42 SECONDS EAST ALONG SAID PARALLEL LINE, 563.51 FEET TO THE POINT OF BEGINNING, ALL IN MCHENRY COUNTY, ILLINOIS.

PARCEL SEVEN:

THE EAST 39.00 FEET (AS MEASURED AT RIGHT ANGLES) OF THE FOLLOWING-DESCRIBED PROPERTY HEREINAFTER BEING REFERRED TO AS THE "UNDERLYING PROPERTY"): THE EAST 314.02 FEET (AS MEASURED AT RIGHT ANGLES) OF THE WEST 708.47 FEET (AS MEASURED AT RIGHT ANGLES) OF THE NORTH 300.00 FEET (AS MEASURED AT RIGHT ANGLES) OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH THE EAST 314.02 FEET (AS MEASURED AT RIGHT ANGLES) OF THE WEST 708.47 FEET (AS MEASURED AT RIGHT ANGLES) OF THAT OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER LYING SOUTH OF THE CENTER LINE OF U.S. ROUTE 14 IN SECTION 22, TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, MCHENRY COUNTY, ILLINOIS.

PARCEL EIGHT:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 00 DEGREES 14 MINUTES 59 SECONDS WEST

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

(ASSUMED BEARING) ALONG THE WEST LINE THEREOF, 66.00 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 08 SECONDS EAST ALONG A LINE PARALLEL WITH THE NORTH LINE, OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 811.40 FEET TO THE. CENTER LINE OF U.S. ROUTE 14; THENCE SOUTH 40 DEGREES 00 MINUTES 32 SECONDS EAST, ALONG SAID CENTER LINE, 77.10 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID CENTER LINE, 900.00 FEET ALONG A TANGENT CURVE TO TEE LEFT, HAVING A RADIUS OF 8594.40 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 43 DEGREES 00 MINUTES 32 SECONDS EAST, 899.59 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY 290.06 FEET ALONG SAID CENTERLINE AND SAID COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 1014.50 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 54 DEGREES 11 MINUTES 59 SECONDS EAST, 289.08 FEET TO A LINE 394.45 FEET EAST OF (AS, MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER AND THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE SOUTH 00 DEGREES 10 MINUTES 42 SECONDS WEST ALONG SAID PARALLEL LINE, 668.01 FEET TO A LINE 300.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 40 MINUTES 08 SECONDS WEST, 157.00 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 42 SECONDS EAST, 130.85 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 08 SECONDS EAST, 157.00 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 42 SECONDS WEST, 130.85 FEET TO THE POINT OF BEGINNING, ALL IN MCHENRY COUNTY, ILLINOIS.

PARCEL NINE:

THE EAST 39.00 FEET (AS MEASURED AT RIGHT ANGLES) OF THE FOLLOWING DESCRIBED PROPERTY HEREINAFTER BEING REFERRED TO AS THE "UNDERLYING PROPERTY"): EAST 314.02 FEET (AS MEASURED AT RIGHT ANGLES) OF THE WEST 708.47 FEET (AS MEASURED AT RIGHT ANGLES) OF THE NORTH 300.00 FEET (AS MEASURED AT RIGHT ANGLES) OF NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH TEE EAST 314.02 FEET (AS MEASURED AT RIGHT ANGLES) OF THE WEST 708.47 FEET (AS MEASURED AT RIGHT ANGLES) OF THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER LYING SOUTH OF THE CENTER LINE OF U.S. ROUTE 14 IN SECTION 22, TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, MCHENRY COUNTY, ILLINOIS.

PARCEL TEN:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 44 NORTH. RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN- DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 17 MINUTES 45 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER. 895.40 FEET; THENCE SOUTH 0 DEGREES 38 MINUTES 48 SECONDS EAST, 33.93 FEET TO THE PLACE OF BEGINNING, BEING ALSO THE NORTHEAST CORNER OF LANDS DESCRIBED IN BOOK 150 OF DEEDS, PAGE 409; THENCE NORTH 89 DEGREES 12 MINUTES 26 SECONDS EAST, 100.00 FEET; THENCE NORTH 0 DEGREES 38 MINUTES 47 SECONDS WEST, 33.78 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 17 MINUTES 45 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 137.76 FEET; THENCE SOUTH 0 DEGREES 45 MINUTES 05 SECONDS EAST ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, 33.56 FEET; THENCE CONTINUING SOUTH 0 DEGREES 45

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

MINUTES 05 SECONDS EAST, 339.89 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 20 SECONDS WEST, 238.44 FEET ALONG THE NORTH LINE OF LANDS DESCRIBED IN BOOK 155 OF DEEDS, PAGE 582, TO THE EAST LINE OF LOT 9 IN WESTMAN'S ADDITION TO THE CITY OF WOODSTOCK BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED DECEMBER 14, 1949 AS DOCUMENT NO. 226517 IN BOOK 10 OF PLATS, PAGE 122, IN MCHENRY COUNTY, ILLINOIS; THENCE SOUTH 0 DEGREES 38 MINUTES 48 SECONDS EAST ALONG THE EAST LINE OF SAID WESTMAN'S ADDITION BEING ALSO THE WESTERLY LINE OF LANDS DESCRIBED IN BOOK 155 OF DEEDS, PAGE 582, 68.95 FEET TO THE SOUTHEAST CORNER OF LOT 20 OF SAID WESTMAN'S ADDITION; THENCE SOUTH 89 DEGREES 42 MINUTES 11 SECONDS WEST ALONG THE SOUTH LINE OF SAID .LOT 10, 120.14 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10, SAID POINT BEING ALSO ON THE-EAST RIGHT-OF-WAY LINE OF BLAKELY AVENUE; THEN582, 68.95 FEET TO THE SOUTHEAST CORNER OF LOT 20 OF SAID WESTMAN'S ADDITION; THENCE SOUTH 89 DEGREES 42 MINUTES 11 SECONDS WEST ALONG THE SOUTH LINE OF SAID .LOT 10, 120.14 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10, SAID POINT BEING ALSO ON THE-EAST RIGHT-OF-WAY LINE OF BLAKELY AVENUE; THENCE NORTH 0 DEGREES 39 MINUTES 46 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 405.47 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 26 SECONDS EAST, FOR A DISTANCE OF 120.25 FEET ALONG THE NORTH LINE OF LANDS DESCRIBED IN BOOK 150 OF DEEDS, PAGE 409, TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PARCEL ELEVEN:

PART OF LOT 125 OF THE ASSESSOR'S PLAT OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT, 2 RODS WEST FROM THE SOUTHEAST CORNER THEREOF (SAID POINT BEING 34 RODS WEST OF THE EAST LINE OF SAID SECTION); AND RUNNING THENCE WEST ALONG SAID SOUTH LINE, 7 RODS; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT, 18 RODS TO THE NORTH LINE OF SAID LOT; THENCE EAST ALONG SAID NORTH LINE, 7 RODS; THENCE SOUTH 18 RODS TO THE PLACE OF BEGINNING, AND THE WEST 7 RODS IN WIDTH OF LOT 125 OF THE ASSESSOR'S PLAT OF SECTION 6 (AND OTHER SECTIONS) IN TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 13, 1862 IN BOOK 1 OF PLATS, PAGE 1, AND RE-RECORDED IN BOOK 3 OF PLATS, PAGE 17, DESCRIBED AS FOLLOWS: BEGINNING AT A POST ON THE SECTION LINE, 41 RODS WEST OF THE SOUTHEAST CORNER OF SAID SECTION 6 AND RUNNING THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 125, 330 FEET TO THE NORTH LINE OF SAID LOT; THENCE WEST ON THE NORTH LINE OF SAID LOT, 7 RODS TO THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTH ON WEST LINE OF SAID LOT, 330 FEET TO THE SOUTH LINE OF SAID LOT; THENCE EAST ON THE SOUTH LINE OF SAID LOT AND ON THE SECTION LINE, 7 RODS TO THE PLACE OF BEGINNING; SAID LOT BEING A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6; AND ALSO PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE ,SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL. MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION, 32 RODS EAST OF THE SOUTHWEST CORNER OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND IN THE CENTER OF THE HIGHWAY, AND RUNNING THENCE WEST ALONG THE SECTION LINE, 60 FEET; THENCE NORTH PARALLEL WITH THE 40 LINE, 20 1/2 RODS; THENCE EAST PARALLEL WITH SAID SECTION LINE, 60 FEET; THENCE SOUTH 20 1/2 RODS TO THE POINT OP BEGINNING,

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

(EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION, 32 RODS (524.64 FEET AS MEASURED) EAST OF THE SOUTHWEST CORNER OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND IN THE CENTER CT THE HIGHWAY, AND RUNNING THENCE WEST ALONG THE SECTION LINE, 60 FEET; THENCE NORTH PARALLEL WITH THE 40 LINE, 192.44 FEET; THENCE EAST PARALLEL WITH SAID SECTION LINE, 60 FEET; THENCE SOUTH 192.44 FEET TO THE PLACE OF BEGINNING), IN THE CITY OF WOODSTOCK, IN MCHENRY COUNTY, ILLINOIS.

PARCEL TWELVE:

LOT 11 IN WESTMAN'S ADDITION TO THE CITY OF WOODSTOCK BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED DECEMBER 14, 1949 AS DOCUMENT NO. 226517 IN BOOK 10 OF PLATS, PAGE 122, IN MCHENRY COUNTY, ILLINOIS.

TICOR TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

ORDER NO.: 2000 000690924 SM

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

GENERAL EXCEPTIONS

1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.
4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
5. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.
6. WE SHOULD BE FURNISHED A PROPERLY EXECUTED ALTA STATEMENT.
7. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

A 7. TAXES FOR THE YEAR(S) 2007 AND 2008

NOTE: 2008 TAXES NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER(S): 14-03-400-035 (AFFECTS PARCELS THREE AND FOUR)

NOTE: 2007 FIRST INSTALLMENT OF $0.00 HAS BEEN PAID.
NOTE: 2007 FINAL INSTALLMENT OF $0.00 NOT DELINQUENT BEFORE SEPTEMBER 3, 2008.

NOTE: ASSESSED VALUE OF $0.00; MARKED AS EXEMPT LAND.

NOTE FOR INFORMATION ONLY: ACCORDING TO NOTES ON THE MCHENRY COUNTY TREASURER'S RECORDS, THIS PARCEL HAS BEEN RETIRED TO CREATE 14-03-400-038 AND ROAD PARCEL PER DOCUMENTS 2007R033599 AND 2007R033306.

B 8. TAXES FOR THE YEAR(S) 2007 AND 2008

NOTE: 2008 TAXES NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER(S): 14-03-400-036 (AFFECTS PART OF PARCEL ONE)

NOTE: 2007 FIRST INSTALLMENT OF $0.00 HAS BEEN PAID.
NOTE: 2007 FINAL INSTALLMENT OF $0.00 NOT DELINQUENT BEFORE SEPTEMBER 3, 2008.

NOTE FOR INFORMATION: ASSESSED VALUE OF $0.00; MARKED EXEMPT.

C 9. TAXES FOR THE YEAR(S) 2007 AND 2008

NOTE: 2008 TAXES NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER(S): 14-03-400-038 (AFFECTS PARCELS TWO AND FIVE)

NOTE: 2007 FIRST INSTALLMENT OF $17,832.84 HAS BEEN PAID.
NOTE: 2007 FINAL INSTALLMENT OF $17,832.84 NOT DELINQUENT BEFORE SEPTEMBER 3, 2008.

D 10. TAXES FOR THE YEAR(S) 2007 AND 2008

NOTE: 2008 TAXES NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER(S): 14-03-400-039 (AFFECTS PART OF PARCEL ONE)

NOTE: 2007 FIRST INSTALLMENT OF $2,078.11 HAS BEEN PAID.
NOTE: 2007 FINAL INSTALLMENT OF $2,078.11 NOT DELINQUENT BEFORE SEPTEMBER 3, 2008.

Q 11. EASEMENT IN FAVOR OF NIMED CORP FOR PURPOSE OF INGRESS AND EGRESS RECORDED OCTOBER 7, 1982 AS DOCUMENT 842653 AFFECTING THEREIN DESCRIBED LAND, AND THE TERMS AND PROVISIONS AS CONTAINED THEREIN.

AMENDMENT TO EASEMENT AGREEMENT FOR INGRESS AND EGRESS RECORDED DECEMBER 20, 1984 AS DOCUMENT 897621.

R 12. TERMS AND PROVISIONS AS CONTAINED IN AGREEMENT RECORDED SEPTEMBER 7, 1984 AS DOCUMENT 889914 BY AND AMONG NORTHERN ILLINOIS MEDICAL CENTER, NIMED CORP, AND THE CITY OF MCHENRY.

S 13. TERMS, PROVISIONS AND CONDITIONS AS CONTAINED IN THE WATER LINE RECAPTURE AGREEMENT RECORDED SEPTEMBER 7, 1984 AS DOCUMENT 889915 BY AND BETWEEN THE CITY OF MCHENRY AND NIMED CORP REGARDING EXTENSION OF CITY WATER LINES AND PROVIDING FOR COLLECTION OF PROPORTIONATE SHARE OF COSTS OF EXTENSION OF SAID WATER LINES TO THE LAND FROM THE OWNERS OF THE LAND BENEFITTED BY SAID WATER LINE SYSTEM.

NOTE: THE LAND DESCRIBED IN SCHEDULE A HEREOF SHALL BE EXEMPT FROM PAYMENT OF ANY RECAPTURE FEES.

T 14. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THE SEWER LINE RECAPTURE AGREEMENT RECORDED SEPTEMBER 7, 1984 AS DOCUMENT 889916 BETWEEN THE CITY OF MCHENRY AND NIMED CORP REGARDING THE EXTENSION OF CITY SEWER LINES AND PROVIDING FOR COLLECTION OF PROPORTIONATE SHARE OF COSTS OF EXTENSION OF SAID SEWER LINE TO THE LAND FROM THE OWNER OF THE LAND BENEFITTED BY SAID SEWER LINE SYSTEM.

NOTE: THE LAND DESCRIBED IN SCHEDULE A HEREOF SHALL BE EXEMPT FROM PAYMENT OF

ANY RECAPTURE FEE.

U 15. SANITARY LINE AND WATERMAIN EASEMENT IN FAVOR OF THE CITY OF MCHENRY, SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR PURPOSE OF SERVING THE LAND AND OTHER LAND, AND INCLUDING ACCESS THERETO, AND THE TERMS AND PROVISIONS CONTAINED IN SAID EASEMENT AND PLAT OF EASEMENT RECORDED AS DOCUMENT 93R019961.

V 16. TERMS AND PROVISIONS OF A PUBLIC UTILITY EASEMENT IN FAVOR OF ILLINOIS BELL TELEPHONE CO, NORTHEREN ILLINOIS GAS CO, COMMONWEALTH EDISON CO, TCI, AND SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE, AND MAINTAIN ALL EQUIPMENT NECESSARY FOR PURPOSE OF SERVING THE LAND AND OTHER LAND, INCLUDING ACCESS THERETO, AS CONTAINED IN THE EASEMENT AND PLAT OF EASEMENT RECORDED AS DOCUMENT 93R019961.

W 17. TERMS AND PROVISIONS OF CROSS EASEMENT AGREEMENT FOR INGRESS AND EGRESS IN FAVOR OF NORTHERN ILLINOIS MEDICAL CENTER AND NIMED CORP FOR PURPOSE OF CONSTRUCTING AN ENCLOSED, GROUND-LEVEL, ALL-WEATHER WALKWAY RECORDED DECEMBER 20, 1984 AS DOCUMENT 897622 AFFECTING THE LAND AND OTHER LAND.

X 18. TERMS AND PROVISIONS OF CITY OF MCHENRY ORDINANCE # O-01-1003 GRANTING A CONDITIONAL USE PERMIT FOR A HELIPORT ON THE NIMC CAMPUS DATED JANUARY 16, 2001 AND RECORDED JANUARY 24, 2001 AS DOCUMENT 01004961.

Y 19. TERMS AND PROVISIONS OF CITY OF MCHENRY ORDINANCE # O-01-1004 AMENDING THE CIRCULATION AND LAND USE PLAN FOR THE NIMC CAMPUS (PRIOR ORDINANCE # O-97-818) DATED JANUARY 16, 2001 AND RECORDED JANUARY 24, 2001 AS DOCUMENT 01004962.

AN 20. ***ADDED PARCELS SIX, SEVEN, EIGHT, AND NINE***

TAXES FOR THE YEAR(S) 2007 AND 2008

NOTE: 2008 TAXES NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER(S): 13-22-401-004

NOTE: 2007 FIRST INSTALLMENT OF $0.00 HAS BEEN PAID.
NOTE: 2007 FINAL INSTALLMENT OF $0.00 NOT DELINQUENT BEFORE SEPTEMBER 3, 2008.

NOTE FOR INFORMATION: LAND IS ASSESSED AS EXEMPT; $0.00 ASSESSED VALUE.

AO 21. TAXES FOR THE YEAR(S) 2007 AND 2008

NOTE: 2008 TAXES NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER(S): 13-22-401-010

NOTE: 2007 FIRST INSTALLMENT OF $0.00 HAS BEEN PAID.
NOTE: 2007 FINAL INSTALLMENT OF $0.00 NOT DELINQUENT BEFORE SEPTEMBER 3, 2008.

NOTE: MARKED EXEMPT; ASSESSED VALUE OF $0.00.

AP 22. TAXES FOR THE YEAR(S) 2007 AND 2008

NOTE: 2008 TAXES NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER(S): 13-22-401-011

NOTE: 2007 FIRST INSTALLMENT OF $0.00 HAS BEEN PAID.
NOTE: 2007 FINAL INSTALLMENT OF $0.00 NOT DELINQUENT BEFORE SEPTEMBER 3, 2008.

NOTE: MARKED EXEMPT; ASSESSED VALUE OF $0.00.

AQ 23. TERMS AND PROVISIONS OF GAS LINE EASEMENT GRNTED TO NORTHERN ILL GAS CO BY INSTRUMENT AUGUST 28, 1961 AS DOCUMENT 390632 OVER NORTHWEST QUARTER OF SOUTHEAST QUARTER SECTION 22.

AR 24. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND TAKEN OR USED FOR ROAD PURPOSES BY INSTRUMENT RECORDED APRIL 18, 1924 IN BOOK 8 MISC RECORDS PAGE 103.

AS 25. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND TAKEN OR USED FOR ROAD PURPOSES AFFECTING THAT PART OF THE LAND FALLING WITHIN U.S. ROUTE 14 AND DOTY ROAD.

AT 26. COVENANTS AND RESTRICTIONS (BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW), AS CONTAINED IN THE INSTRUMENT RECORDED SEPTEMBER 7, 1990 AS DOCUMENT NO. 90R033347, WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE.

AU 27. EASEMENT IN FAVOR OF THE CITY OF WOODSTOCK FOR CONSTRUCTING, LAYING, AND MAINTAINING SANITARY SEWERAGE FACILITIES AND WATER MAINS, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 94R024650 RECORDED APRIL 14, 1994, AFFECTING THE THEREIN DESCRIBED PARTS OF THE LAND.

AV 28. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND TAKEN OR USED FOR ROAD PURPOSES BY INSTRUMENT RECORDED AUGUST 17, 1994 AS DOCUMENT 94R048603.

AW 29. TERMS AND PROVISIONS OF AN EASEMENT AGREEMENT BY AND BETWEEN MEMORIAL MEDICAL CENTER-WOODSTOCK NOT-FOR-PROF CORP, AND NIMED CORP AS CONTAINED IN INSTRUMENT RECORDED MARCH 6, 2002 AS DOCUMENT 2002R0021542 AND AS AMENDED AND RESTATED BY DOCUMENT DATED MARCH 15, 2002 AND RECORDED MARCH 19, 2002 AS DOCUMENT

2002R0025730.

AX 30. ***ADDED PARCELS TEN, ELEVEN AND TWELVE***

TAXES FOR THE YEAR(S) 2007 AND 2008

NOTE: 2008 TAXES NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER(S): 13-07-227-001

NOTE: 2007 FIRST INSTALLMENT OF $0.00 HAS BEEN PAID.
NOTE: 2007 FINAL INSTALLMENT OF $0.00 NOT DELINQUENT BEFORE SEPTEMBER 3, 2008.

NOTE: MARKED AS EXEMPT; ASSESSED VALUE OF $0.00.

AY 31. TAXES FOR THE YEAR(S) 2007 AND 2008

NOTE: 2008 TAXES NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER(S): 13-07-227-038

NOTE: 2007 FIRST INSTALLMENT OF $0.00 HAS BEEN PAID.
NOTE: 2007 FINAL INSTALLMENT OF $0.00 NOT DELINQUENT BEFORE SEPTEMBER 3, 2008.

NOTE: MARKED AS EXEMPT; ASSESSED VALUE OF $0.00.

AZ 32. TAXES FOR THE YEAR(S) 2007 AND 2008

NOTE: 2008 TAXES NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER(S): 13-07-227-039

NOTE: 2007 FIRST INSTALLMENT OF $0.00 HAS BEEN PAID.
NOTE: 2007 FINAL INSTALLMENT OF $0.00 NOT DELINQUENT BEFORE SEPTEMBER 3, 2008.

NOTE: MARKED EXEMPT; ASSESSED VALUE OF $0.00.

BA 33. TAXES FOR THE YEAR(S) 2007 AND 2008

NOTE: 2008 TAXES NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER(S): 13-06-480-047

NOTE: 2007 FIRST INSTALLMENT OF $0.00 HAS BEEN PAID.
NOTE: 2007 FINAL INSTALLMENT OF $0.00 NOT DELINQUENT BEFORE SEPTEMBER 3, 2008.

NOTE: MARKED AS EXEMPT; ASSESSED VALUE OF $0.00.

BB 34. PERMIT AND EASEMENT IN FAVOR OF CHICAGO TELEPHONE CO, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. BOOK 2 PAGE 454 RECORDED SEPTEMBER 23, 1914, AFFECTING THE THE LAND FOR PHONE AND TELEGRAPH, TRIM TREES AND OTHER MATTERS AS CONTAINED THEREIN AFFECTING PARCELS TEN AND TWELVE.

BC 35. COVENANTS AND RESTRICTIONS (BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW), RELATING TO CONNECTION TO SANITARY SEWER CONTAINED IN THE DEED RECORDED JULY 13, 1940 AS DOCUMENT BOOK 239 PAGE 536 AND NOVEMBER 28, 1945 IN BOOK 279 PAGE 255, WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE.

BD 36. UNRECORDED EASEMENT IN FAVOR OF ILLINOIS BELL TELEPHONE CO , AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO AS DISCLOSED BY SURVEY FOR UNDERGROUND CABLE ALONG THE SOUTHERLY LINE OF PARCEL ELEVEN.

Z 37. WE SHOULD BE FURNISHED A CERTIFIED COPY OF THE DIRECTORS' RESOLUTIONS AUTHORIZING THE CONVEYANCE OR MORTGAGE TO BE INSURED. SAID RESOLUTIONS SHOULD EVIDENCE THE AUTHORITY OF THE PERSONS EXECUTING THE CONVEYANCE OR MORTGAGE. IF THEY DO NOT, A CERTIFIED COPY OF THE CORPORATE BY-LAWS ALSO SHOULD BE FURNISHED.

IF SAID CONVEYANCE OR MORTGAGE COMPRISES ALL OR SUBSTANTIALLY ALL THE CORPORATION'S ASSETS, WE ALSO SHOULD BE FURNISHED A CERTIFIED COPY OF THE SHAREHOLDER/MEMBER RESOLUTIONS WHICH AUTHORIZE SAID CONVEYANCE OR MORTGAGE. THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS, IF ANY, AS MAY BE DEEMED NECESSARY AFTER OUR REVIEW OF THESE MATERIALS.

AA 38. WE SHOULD BE FURNISHED A CURRENT CERTIFICATE OF GOOD STANDING FROM THE ILLINOIS SECRETARY OF STATE. IF SUCH A CERTIFICATE IS NOT FURNISHED, OUR POLICY WILL BE SUBJECT TO THE FOLLOWING EXCEPTION:

"CONSEQUENCES OF THE FAILURE OF THE PARTY IN TITLE TO THE ESTATE OR INTEREST IN THE LAND DESCRIBED IN SCHEDULE A TO COMPLY WITH THE APPLICABLE "DOING BUSINESS" LAWS OF THE STATE OF ILLINOIS."

AB 39. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.

AC 40. WE SHOULD BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR, IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY SUCH PROPERTY MANAGER.

AD 41. TO CONSIDER PROVIDING EXTENDED COVERAGE OVER GENERAL EXCEPTION 5 ("TAXES AND SPECIAL ASSESSMENTS NOT OF RECORD"), THE COMPANY SHOULD BE FURNISHED A STATEMENT FROM THE MUNICIPALITY IN WHICH THE LAND IS LOCATED WHICH INDICATES WHETHER THE LAND LIES WITHIN THE BOUNDARIES OF ANY PROPOSED OR EXISTING BUT UNRECORDED SPECIAL SERVICE AREA, PURSUANT TO 35 ILCS 200/27-5 ET SEQ. IF NO STATEMENT IS FURNISHED, THE POLICY WILL BE SUBJECT TO THE FOLLOWING EXCEPTION: LIENS ARISING BY REASON OF ANY UNRECORDED ORDINANCE WHICH ESTABLISHES A SPECIAL SERVICE AREA.

AE 42. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL, HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.

AF 43. RIGHTS, IF ANY, OF PUBLIC AND QUASI-PUBLIC UTILITIES IN THE LAND.

AG 44. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.

AH 45. ENCROACHMENTS, GAPS, GORES, OVERLAPS, BOUNDARY LINE DISPUTES, SHORTAGES IN AREA, OR ANY OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE LAND.

IF IT IS DESIRED THAT THE GENERAL EXCEPTIONS BE DELETED FOR THE POLICY TO BE ISSUED, WE SHOULD BE FURNISHED IN ADDITION TO (1) ABOVE WITH A CURRENT SURVEY CERTIFIED TO TICOR TITLE INSURANCE COMPANY.

AJ 46. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS, IF ANY.

AI 47. RIGHTS OF THE UNITED STATES OF AMERICA TO RECOVER ANY PUBLIC FUNDS ADVANCED UNDER THE PROVISIONS OF ONE OR MORE OF THE VARIOUS FEDERAL STATUTES RELATING TO HEALTH CARE.

END

TICOR TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

ORDER NO.: 2000 000690924 SM

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 or these Conditions.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*

Effective Date: May 1, 2008

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explain FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in the Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

- We may collect Personal Information about you from the following sources:
- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information and income information;
- Information we receive from you through our Internet websites, such as your name, address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transactions, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded

Disclosure of Personal Information

- We may provide your Personal Information (excluding information we receive from our consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization Such laws do not allow consumers to restrict these disclosures Disclosures may include, without limitation, the following:
- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connections with an insurance transactions.
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested.
- To an insurance regulatory, or law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation
- To companies that perform marketing services on our behalf or to other financial institutions with which we have had joint marketing agreements and/or
- To lenders, lien holders, judgement creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlines herein or as otherwise permitted by law

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulation to guard Personal Information.

Access to Personal Information/
Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information,under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

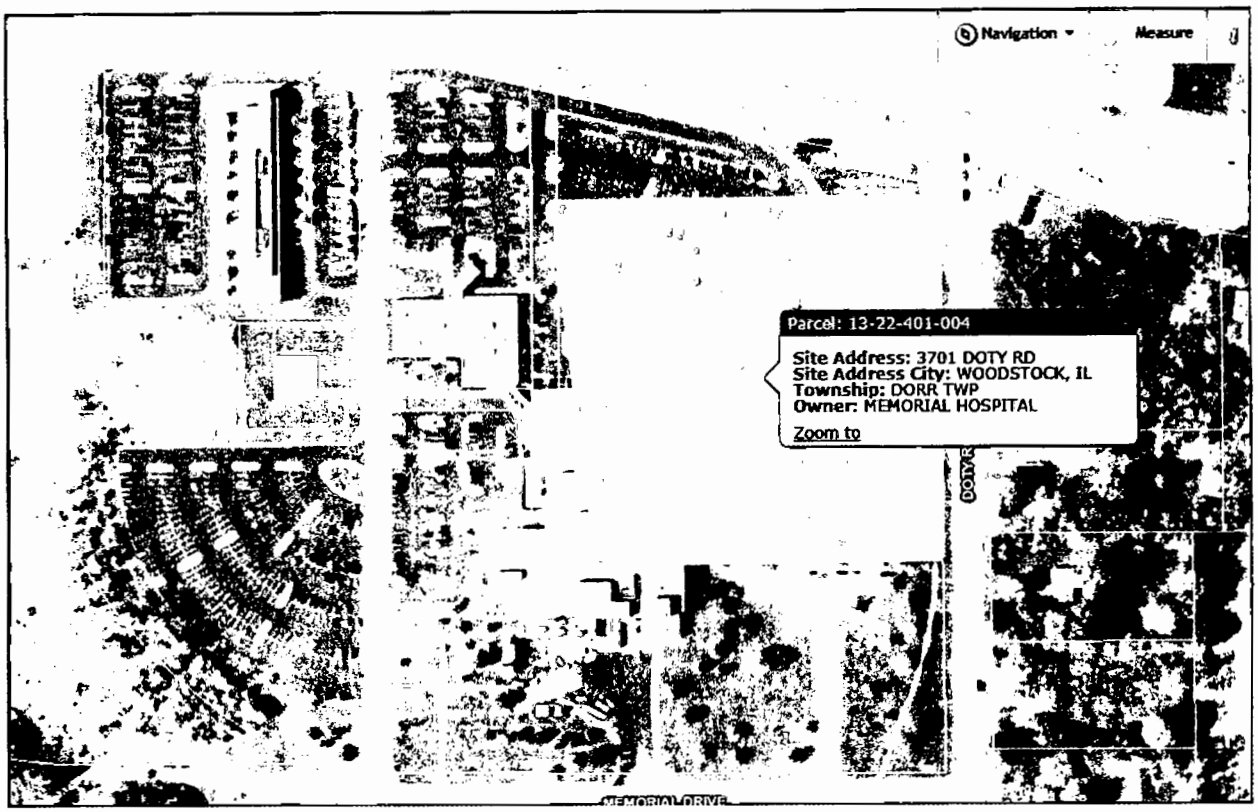
For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Fl. 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws When we amend this Privacy Statement, we will post a notice of such changes on our website The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

PRIVACY 5/08 wlp


Navigation
Measure
Parcel: 13-22-401-004
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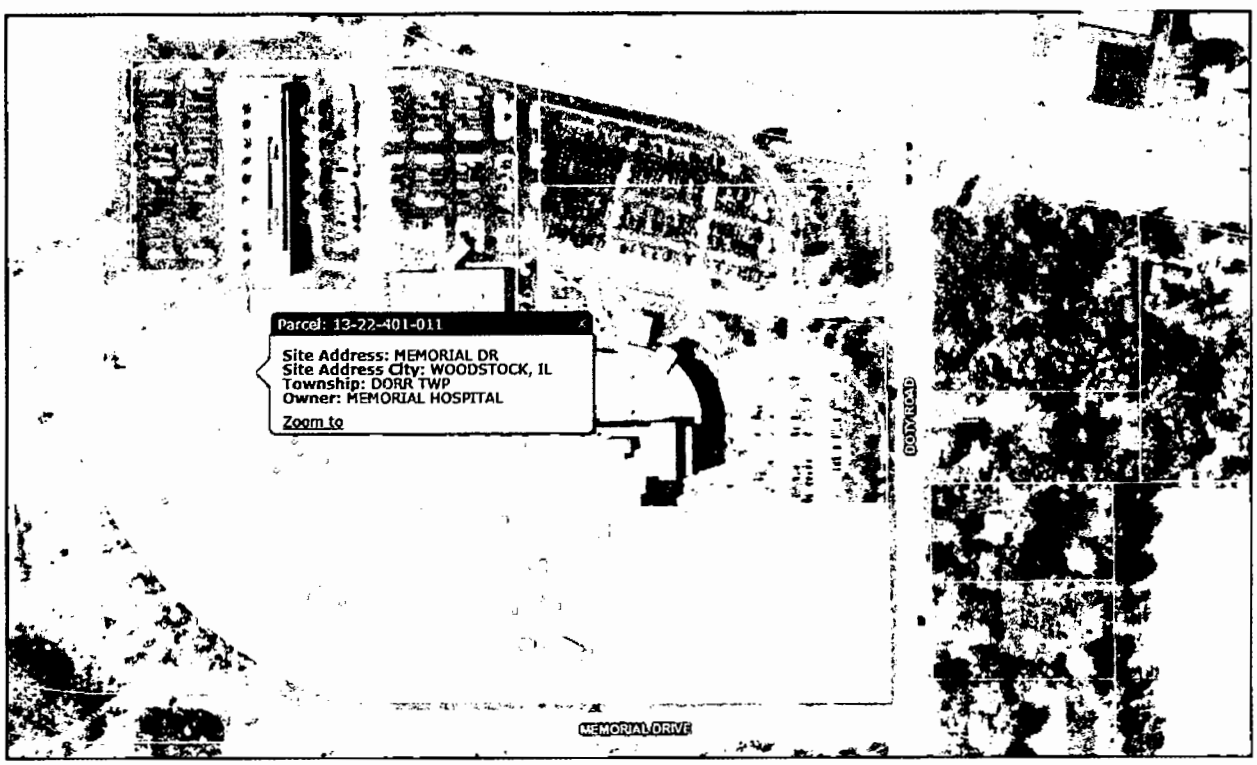
Site Address City: WOODSTOCK, IL
Township: DORR TWP
Owner: MEMORIAL HOSPITAL
Zoom to
MEMORIAL DRIVE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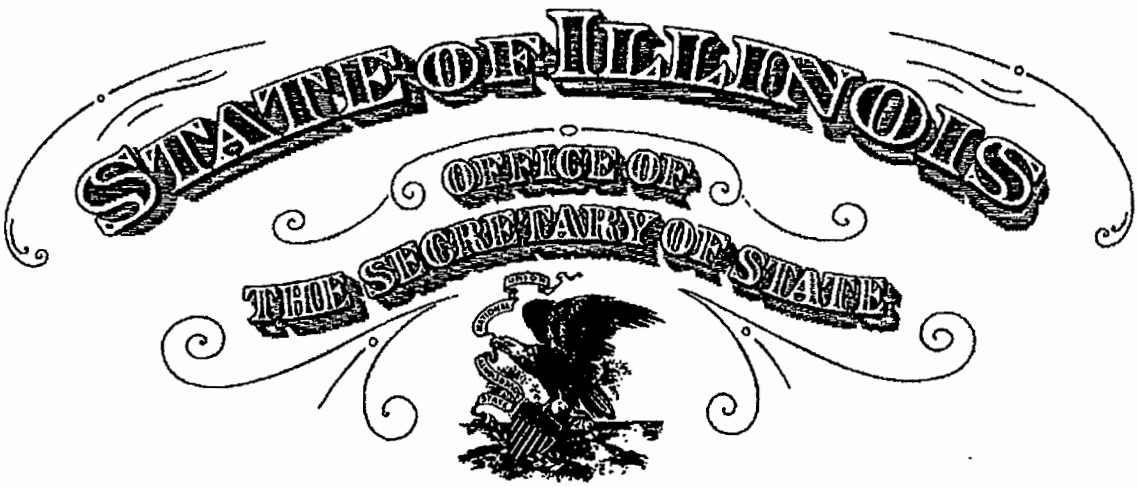
Site Address: MEMORIAL DR
Site Address City: WOODSTOCK, IL
Township: DORR TWP
Owner: MEMORIAL HOSPITAL
Zoom to
DOTY ROAD
MEMORIAL DRIVE

File Number 0751-757-2



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

MEMORIAL MEDICAL CENTER, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JANUARY 19, 1897, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

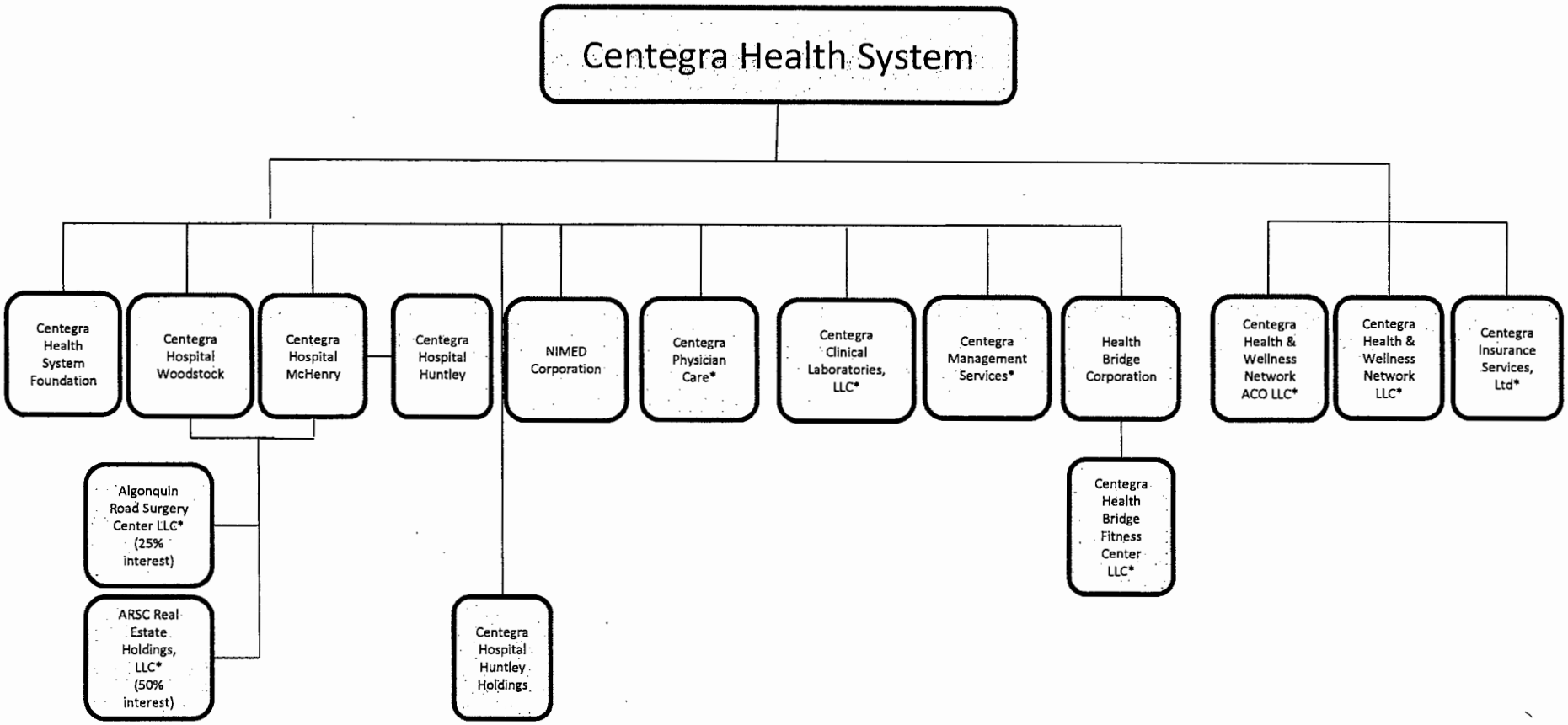
In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 10TH *day of* APRIL *A.D.* 2018 .

Authentication #: 1810002008 verifiable until 04/10/2019
Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

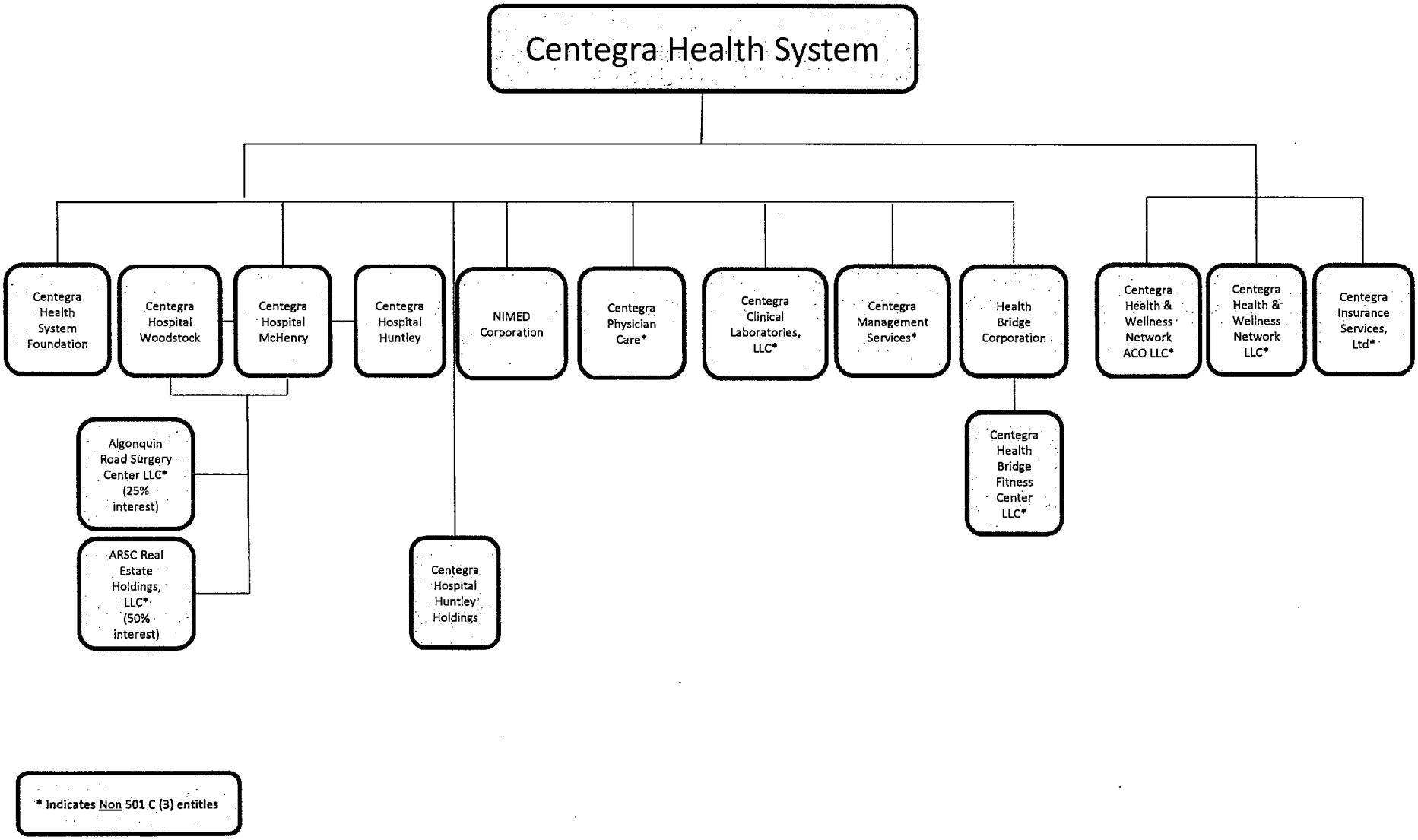
Centegra Health System and its Affiliates (Current)



* Indicates Non 501 C (3) entitles

Revised 8/9/17

Centegra Health System and its Affiliates (Proposed)



III.
Background of Applicant

1. Centegra Health System is the sole corporate member of Centegra Hospital – Woodstock.

   Centegra Health System currently operates three hospitals:

   Northern Illinois Medical Center d/b/a Centegra Hospital – McHenry;
   Northern Illinois Medical Center d/b/a Centegra Hospital – Huntley
   Memorial Medical Center - Woodstock d/b/a Centegra Hospital – Woodstock;

   Centegra Health System is also a member of and indirectly has a minority interest in Algonquin Road Ambulatory Surgery Center, L.L.C., which is an Illinois health care facility, as defined under the Illinois Health Facilities Planning Act (20 ILCS 3960/3).

   The identification numbers of each of these health care facilities is shown below, along with their names and locations.

Name and Location of Facility	Identification Numbers
Centegra Hospital – McHenry McHenry, IL	Illinois License ID #0003889 Joint Commission ID #7375
Centegra Hospital – Huntley Huntley, IL	Illinois License ID #0003889 Joint Commission ID #7375
Centegra Hospital–Woodstock Woodstock, IL	Illinois License ID#0004606 Joint Commission ID#7447
Algonquin Road Surgery Center, L.L.C. Lake in the Hills	Illinois License ID#7002579 Joint Commission ID#366641

2, 3. A letter from Centegra Health System certifying that its affiliated health care facilities have not had any adverse action taken against them during the past three years and authorizing the Illinois Health Facilities and Services Review Board and Illinois Department of Public Health to access any documents necessary to verify the information submitted in response to this subsection will be found on the final page of this Attachment.

4. This section does not apply because the applicants are not relying on the information submitted in a prior permit application.

CentegraHealthSystem

Centegra Corporate Office
385 Millennium Drive
Crystal Lake, IL 60012
815-788-5800

June 4, 2018

Ms. Courtney Avery
Administrator
Illinois Health Facilities and Services Review Board
525 W. Jefferson, Second Floor
Springfield, Illinois 62761

Dear Ms. Avery:

The undersigned are authorized representatives of Memorial Medical Center - Woodstock d/b/a Centegra Hospital - Woodstock. The sole corporate member of Centegra Hospital-Woodstock is Centegra Health System.

Centegra Health System also owns more than 5% or is the sole corporate member of the following health care facilities, as defined under the Illinois Health Facilities Planning Act (20 ILCS 3960/3).

Northern Illinois Medical Center d/b/a Centegra Hospital – McHenry
(Licensed Name: Centegra Northern Illinois Medical Center)

Northern Illinois Medical Center d/b/a Centegra Hospital – Huntley
(Licensed Name: Centegra Northern Illinois Medical Center)

Memorial Medical Center – Woodstock d/b/a Centegra Hospital – Woodstock
(Licensed Name: Centegra Memorial Medical Center)

Algonquin Road Surgery Center

We hereby certify that there has been no adverse action taken against any health care facility owned and/or operated by Centegra Health System during the three years prior to the filing of this application.

Centegra Health System hereby authorizes the Illinois Health Facilities and Services Review Board and the Illinois Department of Public Health (IDPH) to access any documents necessary to verify the information submitted, including but not limited to the following: official records of IDPH or other state agencies; the licensing or certification records of other states, where applicable; and the records of nationally recognized accreditation organizations, as identified in the requirements specified in 77 Ill. Adm. Code 1110.230.a).

Sincerely,

Michael S. Eesley
Chief Executive Officer
Centegra Health System

SUBSCRIBED and SWORN to before me
this 4th day of June, 2018.

Gabriella Guziec
Notary Public

GABRIELLA GUZIEC
Official Seal
Notary Public – State of Illinois
My Commission Expires Jan 9, 2022

Sincerely,

Aaron T. Shepley
General Counsel
Centegra Health System

SUBSCRIBED and SWORN to before me
this 4th day of June, 2018.

Dianne R. McLaren
Notary Public

OFFICIAL SEAL
DIANNE R MCLAREN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/15/19

V.
Change of Ownership (CHOW) – Application for Change of Ownership Among Related Persons

Pursuant to Section 8.5(a) of the Illinois Health Facilities Planning Act and Section 1130.520(c) of the Rules of the Health Facilities and Services Review Board this COE is being submitted to provide notice of a Related Person change of ownership involving Memorial Medical Center – Woodstock d/b/a Centegra Hospital-Woodstock located at 3701 Doty Road, Woodstock, Illinois. No other changes are being proposed at the facility that would otherwise require a permit or exemption under the Planning Act.

Currently, the sole corporate member of Memorial Medical Center – Woodstock is Centegra Health System, which is also the sole corporate member of Northern Illinois Medical Center d/b/a Centegra Hospital-McHenry and d/b/a Centegra Hospital-Huntley. The proposed transaction is that Memorial Medical Center – Woodstock will transfer all of its operational assets and liabilities to Northern Illinois Medical Center, and Northern Illinois Medical Center will assume all of the liabilities of Memorial Medical Center – Woodstock. Further, Memorial Medical Center – Woodstock will withdraw its assumed name (d/b/a) of Centegra Hospital-Woodstock and Northern Illinois Medical Center will adopt the assumed name (d/b/a) of Centegra Hospital-Woodstock. Centegra Health System will remain the sole corporate member of Northern Illinois Medical Center.

After the transaction, Memorial Medical Center – Woodstock will be owned and operated as a provider-based location of Northern Illinois Medical Center, as described in and allowed by the provider-based regulations of the Centers for Medicare & Medicaid Services. Memorial Medical Center – Woodstock will be supervised and administered with the same level of oversight as any other department or location of Northern Illinois Medical Center and Memorial Medical Center – Woodstock will be under the administrative, clinical and financial control of Northern Illinois Medical Center.

The transaction will result in Northern Illinois Medical Center becoming the licensee of the Memorial Medical Center – Woodstock facility. The transaction is therefore an assignment or transfer of assets resulting in a change in the licensee of the facility.

There is no cost to the transaction. The estimated fair market value of the assets being transferred is $1,175,000.00 based on a fair market value analysis of the book value of the assets. The anticipated completion date for the transaction is June 29, 2018.

X. CHARITY CARE INFORMATION

Centegra Hospital - McHenry

	FY15	FY16	FY17
Net Patient Revenue	$ 268,241,543	$ 314,958,842	$ 330,381,233
Amount of Charity Care (charges)	$ 11,336,629	$ 8,516,834	$ 11,678,617
Cost of Charity Care	$ 3,280,820	$ 2,400,936	$ 3,252,752

Centegra Hospital - Woodstock

	FY15	FY16	FY17
Net Patient Revenue	$ 123,892,358	$ 130,641,946	$ 109,209,119
Amount of Charity Care (charges)	$ 7,292,581	$ 5,655,030	$ 7,083,540
Cost of Charity Care	$ 2,267,993	$ 1,646,558	$ 2,009,997

Centegra Hospital - Huntley

			FY17*
Net Patient Revenue			$ 81,656,946
Amount of Charity Care (charges)			$ 967,866
Cost of Charity Care			$ 269,572

* Denotes a partial year (approximately 11 months)

During FY17, Centegra Health System contributed $116.8 million in community benefits including charity care, other unreimbursed care, education, language assistance, donations and other community benefits.