

FOLEY & ASSOCIATES, INC.

Charles H. Foley, MHA
cfoley@foleyandassociates.com

John P. Kniery
jkniery@foleyandassociates.com

HAND DELIVERED

July 14, 2014

RECEIVED

JUL 14 2014

HEALTH FACILITIES &
SERVICES REVIEW BOARD

Mr. George Roate
Health Facilities and Services Review Board
Illinois Department of Public Health
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761

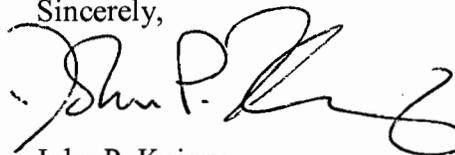
Re: E-016-14 Additional Information

Dear George:

Appended herein are the exhibits and schedules to the Asset Purchase Agreement (APA). This information should follow **ATTACHMENT-5A** on pages 32-95 of the above referenced Certificate of Exemption application completing this item.

Should you have any questions or concerns, please do not hesitate to contact me. Thank you for your consideration on this item.

Sincerely,



John P. Kniery
Health Care Consultant

ENCLOSURE

c: Martina Sze
Mark J. Silberman, Duane Morris
Clare Connor Ranalli, McDermott Will & Emery



EXHIBIT A
LEGAL DESCRIPTION

See attached.

EXHIBIT A-1
SITE PLAN

See attached.

EXHIBIT B
ESCROW AGREEMENT

See attached.

Exhibit B

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Escrow Agreement"), is entered into as of this ___ day of _____, 2014 by and among 2014 Health, LLC, a Delaware limited liability company ("Purchaser"), Maryville Academy, an Illinois non-profit corporation ("Seller"), and CitiBank, N.A. (or its designee), as escrow agent ("Escrow Agent") (each, a "Party" and collectively, the "Parties").

RECITALS

A. Pursuant to that certain Asset Purchase Agreement, dated as of July __, 2014 (the "Purchase Agreement"), by and between Purchaser and Seller, Purchaser agreed to purchase from Seller, and Seller agreed to sell to Purchaser, certain of the Seller's Assets.

B. Pursuant to Section 14.4 of the Purchase Agreement, and as part of the transactions contemplated thereby, Seller and Purchaser have agreed to enter into this Escrow Agreement for the purpose of providing Purchaser with a source of funds for indemnification for Liabilities incurred by Purchaser attributable to or as a result of the items set forth in Section 14.1(a)-(d) of the Purchase Agreement.

C. In connection therewith, Purchaser agrees to place in escrow certain funds and the Escrow Agent agrees to hold and distribute such funds in accordance with the terms of this Escrow Agreement.

NOW, THEREFORE, in consideration of the promises and agreements of the Parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties and the Escrow Agent, intending to be legally bound, agree as follows:

1. Appointment of Escrow Agent; Escrow Deposit.

1.1 Defined Terms. Capitalized terms not otherwise defined in this Escrow Agreement shall have the meanings ascribed to them in the Purchase Agreement.

1.2 Appointment of Escrow Agent. The Parties hereby appoint the Escrow Agent as escrow agent, to act in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent hereby accepts such appointment and agrees to act in accordance with the terms and conditions set forth in this Escrow Agreement.

1.3 Receipt of Escrow Property. Upon execution hereof, Purchaser shall deliver to the Escrow Agent the aggregate amount of Two Million Dollars (\$2,000,000.00) (the "Escrow Property"). The Escrow Agent shall not distribute or release the Escrow Property except in accordance with the express terms and conditions of this Escrow Agreement. The Escrow Agent shall hold the Escrow Property in a separate and distinct account entitled "Maryville Escrow Account" (the "Escrow Account").

1.4 Investments.

(a) The Escrow Agent is authorized and directed to deposit, transfer, hold and invest the Escrow Property and any investment income thereon as set forth in Exhibit A, or as set forth in any subsequent written instruction signed by Seller and Purchaser. Any investment earnings and income on the Escrow Property shall become part of the Escrow Property, and shall be disbursed in accordance with Section 1.5 or Section 1.7 of this Escrow Agreement.

(b) The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Escrow Agreement. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Escrow Agreement. The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Escrow Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Escrow Agent or for any third person or dealing as principal for its own account. The Parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations, or advice.

1.5 Disbursements.

(a) Disbursement Instructions for Indemnification Escrow Property. The Escrow Agent shall release and disburse the Escrow Property to Purchaser or Seller, as the case may be, only pursuant to the following:

(i) Joint Written Instructions. As Purchaser and Seller at any time shall jointly direct in writing to the Escrow Agent (such writing, "Joint Written Instructions").

(ii) Release Date. If there are no pending claims or other contrary instructions provided to Escrow Agent, on the release date set forth in Section 1.5(b) of this Escrow Agreement.

(iii) Decision. Upon Escrow Agent's receipt of a writing appearing on its face to be a certified, final, non-appealable order from a court of competent jurisdiction which orders the distribution of the Escrow Property ("Decision") along with a certificate, upon which the Escrow Agent may rely, executed by the presenting party to the effect that such Decision is final and non-appealable and from a court of competent jurisdiction, and in accordance with the Decision.

(iv) Disbursement Notice. If Purchaser believes that it is entitled to indemnification pursuant to Section 14.1 of the Purchase Agreement, Purchaser shall deliver a written notice (a "Disbursement Notice") to the Escrow Agent, with a copy delivered simultaneously to Seller, which sets forth: (A) the amount of indemnification claimed (the "Claimed Amount"), (B) that the notice is a Disbursement Notice under this Escrow Agreement, and (C) a brief description

in reasonable detail of the facts giving rise to such indemnification claimed and Purchaser's basis for claiming such indemnification. On the sixteenth (16th) Business Day following the date of the Escrow Agent's receipt of the Disbursement Notice, the Escrow Agent shall pay the Claimed Amount to Purchaser from the Escrow Property; provided, however, that if the Escrow Agent receives a "Contest Notice" (as defined in Section 1.5(v) of this Escrow Agreement) from Seller prior to 5:00 P.M. EDT on the fifteenth (15th) business day following the date on which Escrow Agent and Seller received the Disbursement Notice, then the Escrow Agent shall disburse all or a portion of the amounts sought under the Disbursement Notice that are not in dispute and shall retain the remaining amounts that are subject to the Contest Notice and disburse such amounts only in accordance with Joint Written Instructions issued in accordance with Section 1.5(a)(i) of this Escrow Agreement or a Decision issued in accordance with Section 1.5(a)(iii) of this Escrow Agreement.

1. Contest Notice. With respect to each Disbursement Notice, a "Contest Notice" is a written notice, which shall be delivered contemporaneously to the Escrow Agent and Purchaser, whereby Seller, in good faith, disputes the Claimed Amount, the indemnification request associated with the Claimed Amount, the matters set forth in the Disbursement Notice or any other aspect in good faith relating to the claim for indemnification set forth in the Disbursement Notice. Each Contest Notice delivered to the Escrow Agent and Purchaser by Seller shall be deemed to be a dispute to be resolved pursuant to the applicable provisions of the Purchase Agreement.
2. Pending Claims. A "Pending Claim" is each claim for indemnification or reimbursement, as the case may be, in one or more Contest Notices which has not yet been resolved either by an agreement between the Parties or by a Decision.

(b) Release of Escrow Property. The Escrow Property shall be released by Escrow Agent as follows: (i) on the first anniversary of the Closing Date, the Escrow Agent shall release to Seller One Million Dollars (\$1,000,000.00), less an amount equal to the sum of: (1) the aggregate dollar amount of all Pending Claims made by Purchaser; plus (2) the aggregate amount of all claims which have been previously paid to Purchaser by Escrow Agent (collectively, the "Retained Escrow Amount"); and (ii) on the second anniversary of the Closing Date (the "Escrow Expiration Date"), the Escrow Agent shall release to Seller the balance of the Escrow Property then remaining in the Escrow Account, less the amount of any Pending Claims.

(c) Timing of Escrow Property Disbursement. The Escrow Agent shall make all disbursements of the Escrow Property within three (3) business days after its receipt of the requisite documentation or upon the satisfaction of all of the conditions specified in this Section 1.5. The Escrow Agent shall make all distributions by wire transfer in immediately available funds to the account of Purchaser or Seller, as

applicable, pursuant to the wire transfer instructions set forth on Exhibit B attached to this Escrow Agreement.

1.6 Income Tax Allocation and Reporting.

(a) For tax reporting purposes, all interest and other income from investment of the Escrow Property shall, as of the end of each calendar year and to the extent required by the Internal Revenue Service ("IRS"), be reported as having been earned by Seller, whether or not such income was disbursed during such calendar year and Seller shall be responsible for all taxes arising from or attributable to interest and other income from investment of the Escrow Property.

(b) Prior to the Closing, Seller shall provide the Escrow Agent with certified tax identification numbers by furnishing appropriate forms W-9 or W-8 and such other forms and documents that the Escrow Agent may request. Seller understands that if such tax reporting documentation is not provided and certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of the Escrow Property. The Escrow Agent shall report to the IRS and to Seller all interest and other income from investment of the Escrow Property to the extent required under the Internal Revenue Code of 1986, as amended.

(c) To the extent that the Escrow Agent becomes liable for the payment of any taxes in respect of income derived from the investment of the Escrow Property, the Escrow Agent shall satisfy such liability to the extent possible from the Escrow Property. The Parties shall jointly and severally indemnify, defend and hold the Escrow Agent harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against the Escrow Agent on or with respect to the Escrow Property and the investment thereof unless such tax, late payment, interest, penalty or other expense was directly caused by the negligence or willful misconduct of the Escrow Agent. The indemnification provided by this Section 1.6(c) is in addition to the indemnification provided in Section 3.1 of this Escrow Agreement and shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement. If either Party pays more than 50% of the indemnification amount provided by this Section 1.6(c), the other Party shall reimburse such Party for the difference, such that each Party shall only be responsible for 50% of such indemnification amount.

1.7 Termination. Upon the disbursement of all of the Escrow Property, including any interest and investment earnings thereon, this Escrow Agreement shall terminate and be of no further force and effect except that the provisions of Sections 1.6(c), 3.1 and 3.2 of this Agreement shall survive termination.

2. Duties Of The Escrow Agent

2.1 Scope of Responsibility. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties specifically set forth in this Escrow Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will the

Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Escrow Agreement. The Escrow Agent shall not be responsible or liable for the failure of any Party to perform in accordance with this Escrow Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Escrow Agreement, whether or not an original or a copy of such agreement has been provided to the Escrow Agent; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Escrow Agreement to any other agreement, instrument, or document are for the convenience of the Parties, and the Escrow Agent has no duties or obligations with respect thereto. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Escrow Agreement or any other agreement.

2.2 Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Escrow Agent in accordance with the advice of counsel or other professionals retained or consulted by the Escrow Agent. The Escrow Agent shall be reimbursed as set forth in Section 3.1 of this Escrow Agreement for any and all reasonable compensation (fees, expenses and other costs) paid and/or reimbursed to such counsel and/or professionals. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees.

2.3 Reliance. The Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the direction or consent of the Parties or their respective agents, representatives, successors, or assigns. The Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be, in good faith, genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority. Concurrent with the execution of this Escrow Agreement, the Parties shall deliver to the Escrow Agent authorized signers' forms in the form of Exhibit C-1 and Exhibit C-2 to this Escrow Agreement.

2.4 Right Not Duty Undertaken. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties.

2.5 No Financial Obligation. No provision of this Escrow Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement.

3. Provisions Concerning The Escrow Agent

3.1 Indemnification. The Parties shall jointly and severally indemnify, defend and hold harmless the Escrow Agent from and against any and all loss, liability, cost, damage and expense, including, without limitation, reasonable attorneys' fees and expenses or other professional fees and expenses which the Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against the Escrow Agent, arising out of or relating in any

way to this Escrow Agreement or any transaction to which this Escrow Agreement relates, unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been directly caused by the negligence or willful misconduct of the Escrow Agent. The provisions of this Section 3.1 shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

3.2 Limitation of Liability. The Escrow Agent shall not be liable, directly or indirectly, for any (i) damages, losses or expenses arising out of the services provided hereunder, other than damages, losses or expenses which have been finally adjudicated to have directly resulted from the Escrow Agent's negligence or willful misconduct, or (ii) special, punitive, Indirect or consequential damages or losses of any kind whatsoever (including, without limitation, lost profits), even if the Escrow Agent has been advised of the possibility of such losses or damages and regardless of the form of action.

3.3 Resignation or Removal. The Escrow Agent may resign by furnishing written notice of its resignation to the Parties, and the Parties may remove the Escrow Agent by furnishing to the Escrow Agent a joint written notice of its removal along with payment of all fees and expenses to which it is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective thirty (30) days after the delivery of such notice or upon the earlier appointment of a successor, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Property and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint written notice filed with the Escrow Agent or in accordance with a court order. If the Parties have failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following the delivery of such notice of resignation or removal, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties.

3.4 Compensation. The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit D, which compensation shall be paid at the Closing by Purchaser. The fee agreed upon for the services rendered hereunder is intended as full compensation for the Escrow Agent's services as contemplated by this Escrow Agreement. If any amount due to the Escrow Agent hereunder is not paid within thirty (30) days of the date due, the Escrow Agent shall have the right to deduct such fees, expenses, and indemnification amounts from the Escrow Property held in the Escrow Account at the time of disbursement pursuant to Section 1.5 of this Escrow Agreement.

3.5 Disagreements. If any conflict, disagreement or dispute arises between, among, or involving any of the Parties hereto concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement, or the Escrow Agent is in doubt as to the action to be taken hereunder, the Escrow Agent is authorized to retain the Escrow Property until the Escrow Agent: (a) receives a Decision directing delivery of the Escrow Property, (b) receives Joint Written Instructions directing delivery of the Escrow Property, or (c) files an interpleader action in any court of competent jurisdiction, and upon the filing thereof, the Escrow Agent shall be relieved of all liability as to the Escrow Property and shall be entitled to recover reasonable attorneys' fees, expenses and other costs incurred in commencing and maintaining any such interpleader action. The Escrow Agent shall be entitled to

act on any such agreement, court order, or arbitration decision without further question, inquiry, or consent.

3.6 Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act. In such event, the Escrow Agent shall promptly notify the Parties of such merger or consolidation.

3.7 Attachment of Escrow Property: Compliance with Legal Orders. In the event that any Escrow Property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Property, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Escrow Agent obeys or complies with any such writ, order or decree, it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

3.8 Records. The Escrow Agent shall maintain accurate records of all transactions related to this Escrow Agreement. Promptly after the termination of this Escrow Agreement pursuant to Section 1.7 of this Escrow Agreement or the Escrow Agent's resignation or removal pursuant to Section 3.3 hereof, or as may be reasonably requested by any Party from time to time before such termination or removal, the Escrow Agent shall provide such Party, as the case may be, with a complete copy of such records, certified by the Escrow Agent to be a complete and accurate account of all such transactions. The Parties shall also have access to such books and records at all reasonable times during normal business hours upon reasonable notice to the Escrow Agent.

4. Miscellaneous

4.1 Escheat. The Parties are aware that, under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to the Parties, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrow Property escheat by operation of law.

4.2 Entire Agreement. This Escrow Agreement sets forth the entire agreement and understanding of the Parties related to the Escrow Property.

4.3 Modifications and Waivers. No modification, amendment, discharge or change of any provision of this Escrow Agreement, except as otherwise provided herein, shall be valid unless the same is in writing and signed by the Parties. No waiver of any term of this Escrow Agreement shall be valid or enforceable unless set forth in writing and signed by the Party against whom such waiver is asserted.

4.4 Notices. All notices, approvals or other communications that a party may desire or be required to give to another Party under the terms of this Escrow Agreement shall be in writing and shall be deemed to have been properly given, served and received: (i) if delivered by messenger, when delivered; (ii) if mailed in the United States certified or registered mail, postage prepaid, return receipt requested, on the third (3rd) postal delivery day after mailing; or (iii) if sent for next business day delivery by reputable, national next business day express carrier, freight prepaid, the next business day after dispatch to such carrier, addressed to such Party as follows:

If to Purchaser:	2014 Health, LLC c/o US HealthVest 32 East 57 th Street, 17 th Floor New York, NY 10022 Attention: Richard A. Kresch, M.D.
With copies to:	Benesch, Friedlander, Coplan & Aronoff LLP 200 Public Square, Suite 2300 Cleveland, OH 44114-2378 Attention: Alan E. Schabes, Esq.
If to Seller:	Sister Catherine M. Ryan Maryville Academy 1150 N River Road Des Plaines, IL 60016
With a copy to:	Clare Connor Ranalli 227 W. Monroe Street Chicago, IL 60606
If to Escrow Agent:	

or such other address that any Party entitled to receive notice hereunder designates to the other Parties in writing.

4.5 Governing Law; Jurisdiction. The validity, meaning and effect of this Escrow Agreement shall be determined in accordance with the laws of the State of Illinois, without regard to conflict of laws principles. Any disputes that arise under this Escrow

Agreement shall be adjudicated in the United States District Court for the Northern District of Illinois. **THIS ESCROW AGREEMENT, THE LEGAL RELATIONS AMONG THE PARTIES AND THE ADJUDICATION AND THE ENFORCEMENT THEREOF, SHALL BE GOVERNED BY AND INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED WHOLLY WITHIN THAT JURISDICTION.**

4.6 Consent to Jurisdiction. Each party to this Escrow Agreement, by its execution hereof: (a) hereby irrevocably submits to the non-exclusive jurisdiction of the United States District Court for the Northern District of Illinois, for the purpose of any and all actions, suits or proceedings arising in whole or in part out of, related to, based upon or in connection with this Escrow Agreement or the subject matter hereof, (b) hereby waives to the extent not prohibited by Law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such action brought in one of the above-named courts should be dismissed on grounds of forum non conveniens, should be transferred to any court other than one of the above-named courts, or should be stayed by reason of the pendency of some other proceeding in any other court other than one of the above-named courts, or that this Escrow Agreement or the subject matter hereof may not be enforced in or by such court and (c) hereby agrees not to commence any such action other than before the above-named court nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such action to any court other than the above-named court whether on the grounds of inconvenient forum or otherwise. Each Party hereby: (i) consents to service of process in any such action in any manner permitted by Illinois law; (ii) agrees that service of process made in accordance with clause (i) or made by registered or certified mail, return receipt requested, at its address specified pursuant to Section 4.4, shall constitute good and valid service of process in any such action; and (iii) waives and agrees not to assert (by way of motion, as a defense, or otherwise) in any such action any claim that service of process made in accordance with clause (i) or (ii) above does not constitute good and valid service of process.

4.7 Time. Time is of the essence of this Escrow Agreement. Any action required to be taken hereunder within a certain number of days shall be taken within that number of calendar days; provided, however, that if the last day for taking such action falls on a weekend or holiday recognized by the U.S. Postal Service, the period during which such action may be taken shall be automatically extended to the next business day.

4.8 Counterparts. This Escrow Agreement may be signed in one or more counterparts, which counterparts when taken together shall be deemed one instrument. The Parties are hereby authorized to collate the counterparts into one document. For purposes of negotiating and finalizing this Escrow Agreement (including any subsequent amendments thereto), any signed document transmitted by facsimile machine or electronic mail shall be treated in all manner and respects as an original document. The signature of any Party by facsimile machine or electronic mail shall be considered for these purposes as an original signature. At the request of any Party, any facsimile document subject to this Escrow Agreement shall be re-executed by all Parties in an original form. No Party shall raise the use of the

facsimile machine or electronic mail or the fact that any signature or document was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the formation of this Escrow Agreement.

4.9 Headings and Captions. The headings and captions in this Escrow Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Escrow Agreement or any of the provisions thereof.

4.10 Terms. The use of the masculine, feminine or neuter pronoun in this Escrow Agreement shall not be restrictive as to gender, and the use of the singular or plural herein shall not be restrictive as to number, but shall be interpreted in all cases as the context may require.

4.11 Binding Effect. This Escrow Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

4.12 No Strict Construction. The preparation of this Escrow Agreement has been a joint effort and the language used in this Escrow Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no Party shall be deemed to be the draftsman of this Escrow Agreement for the purpose of strict construction of its terms.

4.13 Incorporation of Schedules and Exhibits. All Schedules and Exhibits attached hereto or delivered in connection herewith are by this reference incorporated herein and made a part hereof for all purposes as if fully set forth herein.

4.14 Severability. If any term or provision of this Escrow Agreement is held by an authority of competent jurisdiction to be illegal or unenforceable, then the remaining terms and provisions of this Escrow Agreement shall remain in full force and effect and such illegal or unenforceable term or provision shall be enforced to the fullest extent permitted by law.

4.15 No Third Party Beneficiaries. Nothing in this Escrow Agreement is intended to create any rights or entitlements in any individuals or entities other than the Parties.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Parties have executed this Escrow Agreement as of the date first written above.

PURCHASER

SELLER

2014 HEALTH, LLC

MARYVILLE ACADEMY

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

ESCROW AGENT

CITIBANK, N.A.

By: _____

Printed: _____

Title: _____

EXHIBIT A

Agency and Custody Account Direction

For Cash Balances

[TO COME]

EXHIBIT B

WIRE TRANSFER INSTRUCTIONS

Purchaser

[TO COME]

Seller

[TO COME]

EXHIBIT C-1

CERTIFICATE AS TO AUTHORIZED SIGNATURES

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Purchaser and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under the Escrow Agreement to which this Exhibit C-1 is attached, on behalf of Purchaser.

Name/Title

Specimen Signature

Name

Name

Title

Title

Name

Name

Title

Title

Name

Name

Title

Title

EXHIBIT C-2

CERTIFICATE AS TO AUTHORIZED SIGNATURES

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Seller and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under the Escrow Agreement to which this **Exhibit C-2** is attached, on behalf of Seller.

Name/Title

Specimen Signature

Name

Name

Title

Title

Name

Name

Title

Title

Name

Name

Title

Title

EXHIBIT D

FEES OF ESCROW AGENT

[\$__._]

EXHIBIT 8.2M
DEED

See attached.

SPECIAL WARRANTY DEED

This instrument prepared by:

Thomas L. Hefty, Esq.
McDermott, Will & Emery LLP
227 West Monroe Street
Chicago, Illinois 60606

After recording return to:

This Deed is exempt under
35 ILCS 200/31-45(b)

(Above Area For Recorder's Use)

MARYVILLE ACADEMY, an Illinois non-profit corporation, whose address is 1150 N. River Road, Des Plaines, Illinois 60016 ("**Grantor**"), in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration in hand paid by **2014 HEALTH, LLC**, a Delaware limited liability company, or its designee, whose address is c/o US HealthVest, 32 E. 57th Street, 17th Floor, New York, New York 10022 ("**Grantee**"), the receipt and sufficiency of which are hereby acknowledged and confessed, by these presents does hereby **GRANT, BARGAIN AND SELL** unto Grantee, all of Grantor's right, title and interest in and to the real property located in the City of Des Plaines, County of Cook, Illinois, which is more particularly described on **Exhibit A** attached to and incorporated in this instrument by this reference, together with all and singular: (i) rights, benefits, privileges, easements, tenements, and appurtenances on and pertaining to the real property, including reversion or reversions, remainder or remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever, of Grantor, either at law or in equity of, in and to the above-described real property; (ii) Grantor's right, title and interest in and to any adjacent streets, roads, alleys, easements and rights-of-way; (iii) Grantor's right, title and interest in and to any and all improvements and buildings located on the above-described real property; and (iv) Grantor's

right, title and interest in and to any and all building fixtures affixed or attached to, or situated upon, or acquired or used in connection therewith (the real property, together with the rights, appurtenances and interests, improvements, buildings, and fixtures being collectively called the "Property"), subject to, however, the exceptions set forth on the Exhibit B, attached to and incorporated in this instrument by this reference (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns FOREVER, and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

[Signature on following page]

This Special Warranty Deed is executed this ____ day of _____, 2014.

GRANTOR:

MARYVILLE ACADEMY, an Illinois non-profit corporation

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of Maryville Academy, an Illinois non-profit corporation and same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2014.

Notary Public

My Commission Expires: _____

Send subsequent Tax Bills To:

2014 Health, LLC
c/o US HealthVest
32 E. 57th Street, 17th Floor
New York, NY 10022

[NOTE: Deed is subject to approval by Title Company.]

EXHIBIT A
Legal Description

Parcel 1:

Lots 1 through 13 both inclusive, in A. F. Soska's Subdivision of that part of Lot 5 in Hodge's Subdivision of part of Sections 16 and 17, Township 41 North, Range 12, East of the Third Principal Meridian, lying Easterly of a line drawn from a point in the Southwesterly line of Rand Road 383.37 feet Southeasterly from the intersection of the Southwesterly line of Rand Road with the Westerly line of Lot 6 in Hodge's Subdivision aforesaid to a point in the South line of Lot 5 aforesaid, 377.15 feet Easterly of the Southwest corner of said Lot 6, in Cook County, Illinois.

Parcel 2:

That part of Lots 5 and 6 in L. Hodge's Subdivision of part of Sections 16 and 17, Township 41 North, Range 12, East of the Third Principal Meridian described as follows: Commencing at a point on the Southerly line of Rand Road 233.37 feet Southeasterly of the intersection of the Westerly line of said Lot 6 with the Southerly line of Rand Road; running thence Southwesterly 186.57 feet parallel with the Westerly line of said Lot 6; thence Easterly at right angles to last described line 144.38 feet; thence Northerly 145.90 feet to the Southerly line of Rand Road; thence Northwesterly along the Southerly line of Rand Road 150 feet to the place of beginning, in Cook County, Illinois.

Parcel 3:

That part of Lot 3 in the Subdivision of Lot 7 of Hodge's Subdivision of parts of Sections 16 and 17, Township 41 North, Range 12, East of the Third Principal Meridian lying Northerly of a line drawn at right angles to the Easterly line of said Lot 3 through a point in the Easterly line of said Lot 3, 251.58 feet, as measured on said Easterly line, Southerly of the intersection of said Easterly line with the Southwesterly line of Rand Road in Sections 16 and 17, Township 41 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, excepting from said described part of Lot 3 that part bounded and described as follows, to wit: Beginning at the Northwesterly corner of said Lot 3; thence Southeasterly along the Northeasterly line of said Lot 3, a distance of 58.50 feet to the Northeasterly corner thereof; thence Southwesterly along the Southeasterly line of said Lot 3, a distance of 17.60 feet to a point, distant 17.00 feet Southwesterly, measured at right angles, from the Northeasterly line of said Lot 3; thence Northwesterly, parallel with the Northeasterly line of said Lot 3, a distance of 65.35 feet to the Northwesterly line of said Lot 3, thence Northeasterly along the Northwesterly line of said Lot 3, a distance of 17.12 feet to the point of beginning, all in Cook County, Illinois.

There is no Parcel 4

Parcel 5:

The Easterly 20.00 feet (measured at right angles) of that part of Lot 5 in L. Hodge's Subdivision of part of Sections 16 and 17, Township 41 North, Range 12 East of the Third Principal Meridian, lying Westerly of a line drawn from a point in the Southerly line of Rand Road, 383.37 feet Southeasterly from the intersection of the Southerly line of Rand Road with the Westerly line of Lot 6 in said L. Hodge's Subdivision, to a point on the South line of said Lot 5, 377.15 feet East of

the Southwesterly corner of said Lot 6 (excepting from said Easterly 20.00 feet that part thereof lying Northerly of the Southerly line of a tract of land known as that part of Lots 5 and 6 in L. Hodge's Subdivision aforesaid described as follows: Commencing at a point on the Southerly line of Rand Road, 233.37 feet Southeasterly of the intersection of the Westerly line of said Lot 6 with the Southerly line of Rand Road, running thence Southwesterly, 186.57 feet parallel with the Westerly line of said Lot 6; thence Easterly at right angles to last described line, 144.38 feet; thence Northerly, 145.90 feet to Southerly line of Rand Road; thence Northwesterly along the Southerly line of Rand Road, 150.0 feet to the place of beginning), in Cook County, Illinois.

Parcel 6:

A strip of land West and adjoining Lots 1 through 13, both inclusive, in A. F. Soska's Subdivision of that part of Lot 5 in L. Hodge's Subdivision of part of Sections 16 and 17, Township 41 North, Range 12, East of the Third Principal Meridian, shown as "Private Road" on the plat of A. F. Soska's Subdivision filed May 29, 1925 as document LR258326, in Cook County, Illinois.

Property address: 555 Wilson Lane, Des Plaines, IL 60016

PIN's: 09-16-300-053-0000; 09-16-300-072-0000; 09-16-300-077-0000; 09-16-300-087-0000;
09-16-300-097-0000; 09-16-300-098-0000; 09-16-300-104-0000

EXHIBIT B

Permitted Exceptions

1. ANY MATTERS DISCLOSED ON THE TITLE INSURANCE COMMITMENT OR SURVEY ACCEPTED BY OR NOT OBJECTED TO BY PURCHASER AS PROVIDED IN ARTICLE 7
2. ACTS BY, THROUGH OR UNDER GRANTEE

EXHIBIT 9.1(a)
BILL OF SALE

See attached.

EX-6

8195243 v8

ATTACHMENT-5A

Exhibit 9.1(a)

BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is executed as of _____, 2014, by Maryville Academy, an Illinois non-profit corporation ("Seller") in favor of 2014 Health, LLC, a Delaware limited liability company ("Purchaser").

WHEREAS, Seller and Purchaser entered into that certain Asset Purchase Agreement, dated as of _____, 2014 (the "Purchase Agreement"), whereby Purchaser agreed to purchase from Seller certain of the Seller's Assets (as defined in the Purchase Agreement);

WHEREAS, Seller desires to execute and deliver to Purchaser this Bill of Sale for the purposes of transferring to and vesting in Purchaser all of Seller's right, title and interest in and to the Assets. The execution and delivery of this Bill of Sale by Seller is required under Section 9.1(a) of the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby agrees as follows:

1. Capitalized terms used in this Bill of Sale but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

2. Pursuant to the terms of the Purchase Agreement, Seller hereby conveys, transfers, assigns, and vests in Purchaser, its successors and assigns, free and clear of all Encumbrances, all of Seller's right, title and interest, legal or equitable, in and to all of the Assets.

3. Seller hereby warrants, covenants and agrees that, from time-to-time after the delivery of this instrument, at Purchaser's reasonable written request, Seller shall execute, acknowledge and deliver, or shall cause to be, executed, acknowledged and delivered, all further deeds, conveyances, transfers, assignments, powers of attorney and assurances as may be required to more effectively convey, transfer to and vest in Purchaser, and to put Purchaser in possession of, any of the Assets.

4. Nothing in this Bill of Sale, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of Purchaser or Seller as set forth in the Purchase Agreement. This Bill of Sale incorporates by reference all terms, conditions and limitations contained in the Purchase Agreement. To the extent that any term or provision of this Bill of Sale is deemed to be inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

5. The validity, meaning and effect of this Bill of Sale shall be determined in accordance with the laws of the State of Illinois, without regard to conflict of laws principles. Any disputes that arise under this Bill of Sale shall be adjudicated in the United States District Court for the Northern District of Illinois. **THIS BILL OF SALE, THE LEGAL RELATIONS BETWEEN THE PARTIES AND THE ADJUDICATION AND THE ENFORCEMENT THEREOF, SHALL BE GOVERNED BY AND INTERPRETED AND CONSTRUED IN**

**ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF ILLINOIS
APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED WHOLLY
WITHIN THAT JURISDICTION.**

6. If any term or provision of this Bill of Sale is held by an authority of competent jurisdiction to be illegal or unenforceable, then the remaining terms and provisions of this Bill of Sale shall remain in full force and effect and such illegal or unenforceable term or provision shall be enforced to the fullest extent permitted by law.

7. For purposes of finalizing this Bill of Sale (including any subsequent amendments thereto), any signed document transmitted by facsimile machine or electronic mail shall be treated in all manner and respects as an original document. The signature of Seller by facsimile machine or electronic mail shall be considered for these purposes as an original signature.

8. This Bill of Sale shall inure to the benefit of Purchaser, its successors and permitted assigns, and shall bind Seller and its successors and permitted assigns.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, intending legally to be bound, Seller has caused this Bill of Sale to be duly executed as of the day and year first herein above written.

SELLER

MARYVILLE ACADEMY

By: _____

Printed: _____

Title: _____

EXHIBIT 9.1(b)
ASSIGNMENT AND ASSUMPTION AGREEMENT

See attached.

Exhibit 9.1(b)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment Agreement"), is entered into as of the ___ day of _____, 2014, by and between Maryville Academy, an Illinois non-profit corporation ("Assignor"), and 2014 Health, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated as of July __, 2014 (the "Purchase Agreement"), whereby Assignor agreed to assign and Assignee agreed to assume certain rights, title and interest in and to certain Assets (as defined in the Purchase Agreement); and

WHEREAS, Assignor and Assignee now desire to enter into this Assignment Agreement as required under Section 9.1(b) of the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

1. Capitalized terms used in this Assignment Agreement but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

2. To the extent legally transferrable, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee all of its respective rights, title and interest in and to the contracts set forth on Exhibit A, attached hereto and made a part hereof, and Assignee hereby accepts such assignment and hereby assumes and agrees to pay, perform and discharge all obligations and liabilities of Assignor pursuant to such contracts when due, but only to the extent that such obligations and liabilities relate to the ownership or operation of Seller's Hospital Business on or after the Closing Date. Notwithstanding the foregoing, Assignee shall not assume, pay, discharge, or perform any other liabilities of Assignor, including, without limitation, the Excluded Liabilities.

3. Assignee covenants and agrees with Assignor and its successors and permitted assigns, that Assignee will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered any and all such further acts, instruments, papers and documents, and will give such further assurances, as may be necessary, proper or convenient to carry out and effectuate the intent and purposes of this Assignment Agreement.

4. Nothing in this Assignment Agreement, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of Assignor or Assignee as set forth in the Purchase Agreement. This Assignment Agreement incorporates by reference all terms, conditions and limitations contained in the Purchase Agreement. To the extent that any term or provision of this Assignment Agreement is deemed to be inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

5. The validity, meaning and effect of this Assignment Agreement shall be determined in accordance with the laws of the State of Illinois, without regard to conflict of laws principles. Any disputes that arise under this Assignment Agreement shall be adjudicated in the United States District Court for the Northern District of Illinois. **THIS ASSIGNMENT AGREEMENT, THE LEGAL RELATIONS BETWEEN THE PARTIES AND THE ADJUDICATION AND THE ENFORCEMENT THEREOF, SHALL BE GOVERNED BY AND INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED WHOLLY WITHIN THAT JURISDICTION.**

6. If any term or provision of this Assignment Agreement is held by an authority of competent jurisdiction to be illegal or unenforceable, then the remaining terms and provisions of this Assignment Agreement shall remain in full force and effect and such illegal or unenforceable term or provision shall be enforced to the fullest extent permitted by law.

7. This Assignment Agreement may be signed in one or more counterparts, which counterparts when taken together shall be deemed one instrument. The parties are hereby authorized to collate the counterparts into one document. For purposes of negotiating and finalizing this Assignment Agreement (including any subsequent amendments thereto), any signed document transmitted by facsimile machine or electronic mail shall be treated in all manner and respects as an original document. The signature of any party by facsimile machine or electronic mail shall be considered for these purposes as an original signature. At the request of either party, any facsimile document subject to this Assignment Agreement shall be re-executed by both parties in an original form. Neither party shall raise the use of the facsimile machine or electronic mail or the fact that any signature or document was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the formation of this Assignment Agreement.

8. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties, intending legally to be bound, have caused this Assignment Agreement to be duly executed as of the day and year first herein above written.

ASSIGNOR

ASSIGNEE

MARYVILLE ACADEMY

2014 HEALTH, LLC

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

EXHIBIT A

List of Assumed Contracts

All items listed on the following Schedules to the Purchase Agreement:

1. Schedule 1.1(b)(i)
2. Schedule 1.1(b)(ii)
3. Schedule 1.1(b)(iv)

DISCLOSURE SCHEDULES

These Disclosure Schedules are being delivered pursuant to that certain Asset Purchase Agreement (this "Agreement") dated July [], 2014 between 2014 Health, LLC, a Delaware limited liability company (the "Purchaser"), and Maryville Academy, an Illinois not-for-profit corporation (the "Seller"). Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement, unless the context otherwise requires.

The representations and warranties of the Seller set forth in Section 3 of the Agreement are made and given subject to these Disclosure Schedules and are qualified in their entirety hereby. Each Disclosure Schedule relates and qualifies the corresponding section of the Agreement. These Disclosure Schedules should be read in their entirety.

In addition, these Disclosure Schedules are subject to the following terms and conditions:

1. The headings and descriptions of representations, warranties, and covenants herein are for descriptive purposes and convenience of reference only and should not be deemed to affect such representations, warranties, or covenants or to limit the exceptions made hereby or the provisions hereof.
2. The fact that any item of information is disclosed in any particular Schedule of these Disclosure Schedules may not be construed as an admission or indication of the materiality of any item so disclosed. These Disclosure Schedules and the information contained herein were created for the specific purpose of facilitating the transactions contemplated by the Agreement. Nothing contained in or incorporated by reference into these Disclosure Schedules relating to any litigation, claim or possible breach of any agreement, law or regulation may be construed as an admission or indication that any such breach or violation exists or actually occurred.
3. Information in any particular Schedule of these Disclosure Schedules will also be deemed a disclosure as to all other applicable Schedules of these Disclosure Schedules if there is a cross-reference to another Schedule or Schedules.

SCHEDULE 1.1(a)
TANGIBLE PERSONAL PROPERTY

See attached.

Wednesday, July 09, 2014

Maryville Academy Book Value Report MBHH Assets as of 5/31/14

Asset No. Asset ID	Description Class	Location Department	Acquisition Value	Depr. Basis Date in Service	Accum. Depr. Last Depr. Date	Book Value
Building Improvements						
993 0993	Compressor - Air cooled (Building Improvements	Scott Nolan Center	\$2,500.00	\$2,500.00 7/31/2006	\$927.09 5/31/2014	\$1,572.91
100 100	Install brackets and ductw Building Improvements	Scott Nolan Center.	\$6,300.00	\$6,300.00 9/28/2004	\$2,966.25 5/31/2014	\$3,333.75
101 101	Ductwork Installation Building Improvements	Scott Nolan Center	\$5,325.00	\$5,325.00 9/28/2004	\$2,507.20 5/31/2014	\$2,817.80
102 102	Ductwork Installation Building Improvements	Scott Nolan Center	\$15,272.14	\$15,272.14 10/7/2004	\$7,190.66 5/31/2014	\$8,081.48
103 103	Ductwork Installation Building Improvements	Scott Nolan Center	\$2,201.94	\$2,201.94 10/14/2004	\$1,036.77 5/31/2014	\$1,165.17
104 104	Ductwork Installation Building Improvements	Scott Nolan Center	\$1,800.00	\$1,800.00 10/14/2004	\$847.50 5/31/2014	\$952.50
105 105	Ductwork Installation Building Improvements	Scott Nolan Center	\$2,081.50	\$2,081.50 10/14/2004	\$980.04 5/31/2014	\$1,101.46
106 106	Ductwork Installation Building Improvements	Scott Nolan Center	\$1,285.00	\$1,285.00 10/14/2004	\$605.03 5/31/2014	\$679.97
107 107	Ductwork Installation Building Improvements	Scott Nolan Center	\$2,440.00	\$2,440.00 10/14/2004	\$1,148.84 5/31/2014	\$1,291.16
108 108	Ductwork Installation Building Improvements	Scott Nolan Center	\$900.00	\$900.00 10/14/2004	\$423.75 5/31/2014	\$476.25
109 109	Ductwork Installation Building Improvements	Scott Nolan Center	\$1,532.50	\$1,532.50 10/14/2004	\$721.56 5/31/2014	\$810.94
110 110	Ductwork Installation Building Improvements	Scott Nolan Center	\$1,032.50	\$1,032.50 10/14/2004	\$486.14 5/31/2014	\$546.36
111 111	Ductwork Installation Building Improvements	Scott Nolan Center	\$2,027.50	\$2,027.50 10/21/2004	\$954.62 5/31/2014	\$1,072.88
112 112	Ductwork installation & p Building Improvements	Scott Nolan Center	\$1,120.00	\$1,120.00 10/21/2004	\$527.34 5/31/2014	\$592.66
113 113	Instll sleeve conversion Building Improvements	Scott Nolan Center	\$620.00	\$620.00 10/21/2004	\$291.92 5/31/2014	\$328.08
1135 1135	FIRE WATER SYSTEM Building Improvements	Scott Nolan Center	\$4,800.00	\$4,800.00 6/30/2007	\$1,780.00 5/31/2014	\$3,020.00
1137 1137	ROOF REPAIRS Building Improvements	Scott Nolan Center	\$12,110.00	\$12,110.00 6/30/2007	\$4,490.80 5/31/2014	\$7,619.20
1139 1139	AIR CONDITIONER - R Building Improvements	Scott Nolan Center	\$18,153.00	\$18,153.00 6/30/2007	\$6,731.75 5/31/2014	\$11,421.25
114 114	Duct tin in over wall at r Building Improvements	Scott Nolan Center	\$4,998.28	\$4,998.28 10/25/2004	\$2,353.35 5/31/2014	\$2,644.93
115 115	Ductwork Installation Building Improvements	Scott Nolan Center	\$2,259.22	\$2,259.22 10/28/2004	\$1,063.71 5/31/2014	\$1,195.51
116 116	Ductwork Installation Building Improvements	Scott Nolan Center	\$1,146.16	\$1,146.16 10/28/2004	\$539.67 5/31/2014	\$606.49
1161 1161	Rooftop Aireconditioner U Building Improvements	Scott Nolan Center	\$6,800.00	\$6,800.00 9/1/2007	\$2,181.67 5/31/2014	\$4,618.33
117 117	Ductwork Installation Building Improvements	Scott Nolan Center	\$817.50	\$817.50 10/28/2004	\$384.91 5/31/2014	\$432.59
118 118	Ductwork Installation Building Improvements	Scott Nolan Center	\$405.00	\$405.00 10/28/2004	\$190.70 5/31/2014	\$214.30
119 119	Ductwork Installation Building Improvements	Scott Nolan Center	\$2,227.15	\$2,227.15 11/10/2004	\$1,048.64 5/31/2014	\$1,178.51

Wednesday, July 09, 2014

Maryville Academy Book Value Report MBHH Assets as of 5/31/14

Asset No. Asset ID	Description Class	Location Department	Acquisition Value	Depr. Basis Date In Service	Accum. Depr. Last Depr. Date	Book Value
120 120	Remove boiler pipes & u Building Improvements	Scott Nolan Center	\$1,011.13	\$1,011.13 11/10/2004	\$476.09 5/31/2014	\$535.04
1207 1207	Install Carpeting, patchin Building Improvements	DP - 200/250 Quigley	\$8,126.00	\$8,126.00 11/30/2003	\$5,696.19 5/31/2014	\$2,429.81
1208 1208	Installation of New fire a Building Improvements	Scott Nolan Center	\$9,346.00	\$9,346.00 11/30/2003	\$6,551.47 5/31/2014	\$2,794.53
1209 1209	Installation of New fire a Building Improvements	Scott Nolan Center	\$9,512.00	\$9,512.00 3/11/2004	\$6,388.19 5/31/2014	\$3,123.81
121 121	Install gas pipe for rooflo Building Improvements	Scott Nolan Center	\$1,927.14	\$1,927.14 10/21/2004	\$907.39 5/31/2014	\$1,019.75
1215 1215	Labor, Material & Equipn Building Improvements	Scott Nolan Center	\$18,262.00	\$18,262.00 8/28/2003	\$12,987.95 5/31/2014	\$5,274.05
1216 1216	Installation of New fire a Building Improvements	Scott Nolan Center	\$18,437.00	\$18,437.00 1/14/2004	\$12,803.48 5/31/2014	\$5,633.52
1217 1217	Installation of New fire a Building Improvements	Scott Nolan Center	\$18,462.00	\$18,462.00 2/29/2004	\$12,761.77 5/31/2014	\$5,700.23
1218 1218	Installation of New fire a Building Improvements	Scott Nolan Center	\$18,595.00	\$18,595.00 1/19/2004	\$12,913.20 5/31/2014	\$5,681.80
1219 1219	Installation of New fire a Building Improvements	Scott Nolan Center	\$18,678.00	\$18,678.00 11/30/2003	\$13,093.11 5/31/2014	\$5,584.89
122 122	Electrical work Building Improvements	Scott Nolan Center	\$10,492.00	\$10,492.00 10/25/2004	\$4,939.99 5/31/2014	\$5,552.01
1220 1220	Installation of New fire a Building Improvements	Scott Nolan Center	\$18,750.00	\$18,750.00 12/29/2003	\$13,081.73 5/31/2014	\$5,668.27
1221 1221	Installation of New fire a Building Improvements	Scott Nolan Center	\$18,760.00	\$18,760.00 10/27/2003	\$13,213.43 5/31/2014	\$5,546.57
1223 1223	Removed and installed p Building Improvements	Scott Nolan Center	\$26,269.00	\$26,269.00 2/10/2004	\$18,158.33 5/31/2014	\$8,110.67
1224 1224	Roofing & Sheet Metal w Building Improvements	Scott Nolan Center	\$58,000.00	\$58,000.00 11/6/2003	\$38,951.89 5/31/2014	\$19,048.11
1225 1225	Installation of New fire a Building Improvements	Scott Nolan Center	\$87,460.00	\$87,460.00 11/24/2003	\$58,736.76 5/31/2014	\$28,723.24
123 123	Electrical work Building Improvements	Scott Nolan Center	\$17,211.00	\$17,211.00 10/31/2004	\$8,103.52 5/31/2014	\$9,107.48
124 124	Remodel Ceiling 4th Flr C Building Improvements	Scott Nolan Center	\$7,845.00	\$7,845.00 11/30/2004	\$3,693.70 5/31/2014	\$4,151.30
125 125	Sump pumps Building Improvements	Scott Nolan Center	\$6,281.00	\$6,281.00 1/31/2005	\$2,957.31 5/31/2014	\$3,323.69
126 126	Fire Alarm Strobe Install Building Improvements	Scott Nolan Center	\$7,926.00	\$7,926.00 3/14/2005	\$3,731.83 5/31/2014	\$4,194.17
127 127	Electrical work Building Improvements	Scott Nolan Center	\$3,671.00	\$3,671.00 5/30/2005	\$1,728.44 5/31/2014	\$1,942.56
128 128	Elevator equipment cont Building Improvements	Scott Nolan Center	\$6,270.00	\$6,270.00 5/30/2005	\$2,952.13 5/31/2014	\$3,317.87
129 129	Sanitary Pump Building Improvements	Scott Nolan Center	\$23,375.00	\$23,375.00 9/15/2004	\$11,005.74 5/31/2014	\$12,369.26
130 130	Drain system for patio Building Improvements	Scott Nolan Center	\$4,738.23	\$4,738.23 10/31/2004	\$2,230.91 5/31/2014	\$2,507.32
131 131	Plumbing work Building Improvements	Scott Nolan Center	\$2,502.24	\$2,502.24 10/31/2004	\$1,178.13 5/31/2014	\$1,324.11
132 132	West Storm Duplex Pum Building Improvements	Scott Nolan Center	\$17,635.00	\$17,635.00 2/28/2005	\$8,303.16 5/31/2014	\$9,331.84

Wednesday, July 09, 2014

Maryville Academy Book Value Report MBHH Assets as of 5/31/14

Asset No. Asset ID	Description Class	Location Department	Acquisition Value	Depr. Basis Date In Service	Accum. Depr. Last Depr. Date	Book Value
133	Remodel:ceiling/grids/dr	Scott Nolan Center	\$22,155.00	\$22,155.00	\$10,431.32	\$11,723.68
133	Building Improvements			9/15/2004	5/31/2014	
1333	RTC Room remodel	Scott Nolan Center	\$2,400.00	\$2,400.00	\$1,826.67	\$573.33
1333	Building Improvements			9/30/2002	5/31/2014	
1334	Security system and lock	Scott Nolan Center	\$5,251.11	\$5,251.11	\$3,996.68	\$1,254.43
1334	Building Improvements			10/28/2002	5/31/2014	
1335	New roof	Scott Nolan Center	\$33,215.00	\$33,215.00	\$25,280.31	\$7,934.69
1335	Building Improvements			10/31/2002	5/31/2014	
1336	General repairs and remo	Scott Nolan Center	\$60,502.04	\$60,502.04	\$46,048.78	\$14,453.26
1336	Building Improvements			2/28/2003	5/31/2014	
1337	Installation of curbs.	Scott Nolan Center	\$6,785.06	\$6,785.06	\$5,164.20	\$1,620.86
1337	Building Improvements			11/20/2002	5/31/2014	
1338	Labor, equipment & mat	Scott Nolan Center	\$19,800.00	\$19,800.00	\$15,070.00	\$4,730.00
1338	Building Improvements			6/6/2003	5/31/2014	
1339	Ceiling and wall fireproo	Scott Nolan Center	\$13,500.00	\$13,500.00	\$10,275.00	\$3,225.00
1339	Building Improvements			6/24/2003	5/31/2014	
134	Remodeling & repair wo	Scott Nolan Center	\$20,399.00	\$20,399.00	\$9,604.54	\$10,794.46
134	Building Improvements			9/20/2004	5/31/2014	
1347	Water and storm sewer	Scott Nolan Center	\$3,504.97	\$3,504.97	\$2,667.67	\$837.30
1347	Building Improvements			9/12/2002	5/31/2014	
135	Remodeling in kitchen	Scott Nolan Center	\$7,032.00	\$7,032.00	\$3,310.90	\$3,721.10
135	Building Improvements			9/30/2004	5/31/2014	
136	Remodeling work	Scott Nolan Center	\$11,865.00	\$11,865.00	\$5,586.45	\$6,278.55
136	Building Improvements			10/11/2004	5/31/2014	
137	remodeling work - patio v	Scott Nolan Center	\$14,379.00	\$14,379.00	\$6,770.12	\$7,608.88
137	Building Improvements			10/21/2004	5/31/2014	
138	Demolish and remove old	Scott Nolan Center	\$3,965.00	\$3,965.00	\$1,866.86	\$2,098.14
138	Building Improvements			11/4/2004	5/31/2014	
139	Remodeling work	Scott Nolan Center	\$6,508.00	\$6,508.00	\$3,064.19	\$3,443.81
139	Building Improvements			11/4/2004	5/31/2014	
1399	Roof AC Units	Scott Nolan Center	\$82,318.85	\$82,318.85	\$68,141.72	\$14,177.13
1399	Building Improvements			3/28/2002	5/31/2014	
140	Install masonite on new c	Scott Nolan Center	\$10,454.00	\$10,454.00	\$4,922.10	\$5,531.90
140	Building Improvements			11/5/2004	5/31/2014	
1400	Roofing	Scott Nolan Center	\$23,870.00	\$23,870.00	\$19,759.05	\$4,110.95
1400	Building Improvements			12/11/2001	5/31/2014	
1401	Major upgrades and rem	Scott Nolan Center	\$20,253.89	\$20,253.89	\$16,765.73	\$3,488.16
1401	Building Improvements			3/31/2002	5/31/2014	
1402	Major upgrades and rem	Scott Nolan Center	\$46,671.76	\$46,671.76	\$38,633.85	\$8,037.91
1402	Building Improvements			3/31/2002	5/31/2014	
141	New ceiling in auditoriu	Scott Nolan Center	\$3,851.00	\$3,851.00	\$1,813.19	\$2,037.81
141	Building Improvements			11/5/2004	5/31/2014	
142	Remodeling work	Scott Nolan Center	\$5,878.00	\$5,878.00	\$2,767.56	\$3,110.44
142	Building Improvements			11/5/2004	5/31/2014	
143	Remove & replace dama	Scott Nolan Center	\$1,008.00	\$1,008.00	\$474.60	\$533.40
143	Building Improvements			11/10/2004	5/31/2014	
1433	General remodel and upg	Scott Nolan Center	\$40,857.07	\$40,857.07	\$36,544.38	\$4,312.69
1433	Building Improvements			6/30/2001	5/31/2014	
1434	Air Conditioning	Scott Nolan Center	\$25,224.75	\$25,224.75	\$22,562.15	\$2,662.60
1434	Building Improvements			9/27/2000	5/31/2014	
1435	REPAIR ROOF	Scott Nolan Center	\$16,400.00	\$16,400.00	\$14,668.89	\$1,731.11
1435	Building Improvements			7/27/2000	5/31/2014	

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1436	RTC Remodel rooms	Scott Nolan Center	\$13,800.00	\$13,800.00	\$12,343.34	\$1,456.66
1436	Building Improvements			6/30/2001	5/31/2014	
144	Remodeling work	Scott Nolan Center	\$4,247.00	\$4,247.00	\$1,999.64	\$2,247.36
144	Building Improvements			11/10/2004	5/31/2014	
145	Tuckpoint	Scott Nolan Center	\$1,920.00	\$1,920.00	\$904.00	\$1,016.00
145	Building Improvements			11/30/2004	5/31/2014	
146	Install doors	Scott Nolan Center	\$1,500.00	\$1,500.00	\$706.25	\$793.75
146	Building Improvements			11/30/2004	5/31/2014	
147	Remodeling work	Scott Nolan Center	\$4,012.00	\$4,012.00	\$1,888.99	\$2,123.01
147	Building Improvements			11/30/2004	5/31/2014	
148	Remodeling work	Scott Nolan Center	\$1,466.00	\$1,466.00	\$690.25	\$775.75
148	Building Improvements			11/30/2004	5/31/2014	
1481	PTAC UNIT	Scott Nolan Center	\$2,568.67	\$2,568.67	\$824.10	\$1,744.57
1481	Building Improvements			5/31/2008	5/31/2014	
1482	PTAC UNIT	Scott Nolan Center	\$2,568.67	\$2,568.67	\$824.10	\$1,744.57
1482	Building Improvements			5/31/2008	5/31/2014	
1483	PTAC UNIT	Scott Nolan Center	\$2,568.67	\$2,568.67	\$824.10	\$1,744.57
1483	Building Improvements			5/31/2008	5/31/2014	
149	Remodeling work	Scott Nolan Center	\$1,920.00	\$1,920.00	\$904.00	\$1,016.00
149	Building Improvements			11/30/2004	5/31/2014	
150	Remodeling work	Scott Nolan Center	\$2,048.00	\$2,048.00	\$964.27	\$1,083.73
150	Building Improvements			11/30/2004	5/31/2014	
151	Remodeling work	Scott Nolan Center	\$2,150.00	\$2,150.00	\$1,012.30	\$1,137.70
151	Building Improvements			11/30/2004	5/31/2014	
1511	Window Replacement	Scott Nolan Center	\$28,272.00	\$28,272.00	\$9,070.60	\$19,201.40
1511	Building Improvements			6/30/2008	5/31/2014	
152	Masonry work	Scott Nolan Center	\$3,261.00	\$3,261.00	\$1,535.40	\$1,725.60
152	Building Improvements			12/30/2004	5/31/2014	
153	Remodeling work	Scott Nolan Center	\$1,620.00	\$1,620.00	\$762.75	\$857.25
153	Building Improvements			12/30/2004	5/31/2014	
154	Remodeling work	Scott Nolan Center	\$544.00	\$544.00	\$256.14	\$287.86
154	Building Improvements			12/30/2004	5/31/2014	
155	Remodeling work	Scott Nolan Center	\$408.00	\$408.00	\$192.10	\$215.90
155	Building Improvements			12/30/2004	5/31/2014	
156	Remodeling work	Scott Nolan Center	\$8,400.00	\$8,400.00	\$3,955.00	\$4,445.00
156	Building Improvements			12/30/2004	5/31/2014	
157	Window replacement - p	Scott Nolan Center	\$10,171.00	\$10,171.00	\$4,788.86	\$5,382.14
157	Building Improvements			12/31/2004	5/31/2014	
158	Installation of doors	Scott Nolan Center	\$1,768.00	\$1,768.00	\$832.44	\$935.56
158	Building Improvements			12/31/2004	5/31/2014	
159	Remodeling work	Scott Nolan Center	\$1,668.00	\$1,668.00	\$785.35	\$882.65
159	Building Improvements			12/31/2004	5/31/2014	
160	Remodeling work	Scott Nolan Center	\$8,369.00	\$8,369.00	\$3,940.41	\$4,428.59
160	Building Improvements			12/31/2004	5/31/2014	
161	Remodeling work	Scott Nolan Center	\$9,629.00	\$9,629.00	\$4,533.66	\$5,095.34
161	Building Improvements			12/31/2004	5/31/2014	
162	Remodeling work - soffit	Scott Nolan Center	\$5,238.00	\$5,238.00	\$2,466.23	\$2,771.77
162	Building Improvements			1/13/2005	5/31/2014	
1622	DELTA Control Card Acce	Scott Nolan Center	\$3,403.50	\$3,403.50	\$921.78	\$2,481.72
1622	Building Improvements			12/30/2008	5/31/2014	
1623	DELTA Control Card Acce	Scott Nolan Center	\$3,403.50	\$3,403.50	\$921.78	\$2,481.72
1623	Building Improvements			12/30/2008	5/31/2014	

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163	instalation of panels	Scott Nolan Center	\$4,175.00	\$4,175.00	\$1,965.74	\$2,209.26
163	Building Improvements			1/24/2005	5/31/2014	
164	Install new window	Scott Nolan Center	\$2,480.00	\$2,480.00	\$1,167.67	\$1,312.33
164	Building Improvements			1/27/2005	5/31/2014	
165	Remodeling work	Scott Nolan Center	\$901.00	\$901.00	\$424.23	\$476.77
165	Building Improvements			2/10/2005	5/31/2014	
166	Remodeling work	Scott Nolan Center	\$8,064.00	\$8,064.00	\$3,796.80	\$4,267.20
166	Building Improvements			10/31/2004	5/31/2014	
167	Remodeling work	Scott Nolan Center	\$8,880.00	\$8,880.00	\$4,181.00	\$4,699.00
167	Building Improvements			11/8/2004	5/31/2014	
168	Remodeling work	Scott Nolan Center	\$7,680.00	\$7,680.00	\$3,616.00	\$4,064.00
168	Building Improvements			11/22/2004	5/31/2014	
169	Remodeling work	Scott Nolan Center	\$7,776.00	\$7,776.00	\$3,661.20	\$4,114.80
169	Building Improvements			11/30/2004	5/31/2014	
170	Remodeling work	Scott Nolan Center	\$6,384.00	\$6,384.00	\$3,005.80	\$3,378.20
170	Building Improvements			11/30/2004	5/31/2014	
171	Remodeling work	Scott Nolan Center	\$7,560.00	\$7,560.00	\$3,559.50	\$4,000.50
171	Building Improvements			12/9/2004	5/31/2014	
172	Remodeling work	Scott Nolan Center	\$5,004.00	\$5,004.00	\$2,356.05	\$2,647.95
172	Building Improvements			12/23/2004	5/31/2014	
1720	HVAC SYSTEM	Scott Nolan Center	\$24,660.00	\$24,660.00	\$6,678.75	\$17,981.25
1720	Building Improvements			6/30/2009	5/31/2014	
173	Remodeling work	Scott Nolan Center	\$3,384.00	\$3,384.00	\$1,593.30	\$1,790.70
173	Building Improvements			12/30/2004	5/31/2014	
1732	DUCT REPAIRS- AC	Scott Nolan Center	\$4,130.00	\$4,130.00	\$912.05	\$3,217.95
1732	Building Improvements			8/31/2009	5/31/2014	
174	Remodeling work	Scott Nolan Center	\$3,552.00	\$3,552.00	\$1,672.40	\$1,879.60
174	Building Improvements			1/10/2005	5/31/2014	
175	Remodeling work	Scott Nolan Center	\$1,800.00	\$1,800.00	\$847.50	\$952.50
175	Building Improvements			1/31/2005	5/31/2014	
176	Push/pull door passage s	Scott Nolan Center	\$16,095.00	\$16,095.00	\$7,578.07	\$8,516.93
176	Building Improvements			7/21/2004	5/31/2014	
1762	NEW GUTTERS & RO	Scott Nolan Center	\$7,960.00	\$7,960.00	\$1,757.84	\$6,202.16
1762	Building Improvements			11/30/2009	5/31/2014	
1763	PARKING LOT REPAI	Scott Nolan Center	\$9,947.00	\$9,947.00	\$2,196.64	\$7,750.36
1763	Building Improvements	Occupancy		11/30/2009	5/31/2014	
1765	FIRE ALARM SYSTEM	Scott Nolan Center	\$7,672.00	\$7,672.00	\$1,694.24	\$5,977.76
1765	Building Improvements	Occupaney		11/30/2009	5/31/2014	
1766	SEWER REPAIRS	Scott Nolan Center	\$14,369.00	\$14,369.00	\$3,173.16	\$11,195.84
1766	Building Improvements	Occupancy		11/30/2009	5/31/2014	
177	New Floor - Scott Nolan C	Scott Nolan Center	\$20,000.00	\$20,000.00	\$9,416.67	\$10,583.33
177	Building Improvements			12/7/2004	5/31/2014	
178	New Floor - SNC Final P	Scott Nolan Center	\$33,142.47	\$33,142.47	\$15,604.57	\$17,537.90
178	Building Improvements			1/18/2005	5/31/2014	
179	New Carpeting - Scott N	Scott Nolan Center	\$16,227.13	\$16,227.13	\$7,640.29	\$8,586.84
179	Building Improvements			3/14/2005	5/31/2014	
1798	SNC LIFE SAFETY	Scott Nolan Center	\$659,576.49	\$659,576.49	\$145,656.47	\$513,920.02
1798	Building Improvements			1/31/2010	5/31/2014	
1799	ACUTE CONVERSION I	Scott Nolan Center	\$208,524.42	\$208,524.42	\$46,049.14	\$162,475.28
1799	Building Improvements			1/31/2010	5/31/2014	
180	Remodeling work	Scott Nolan Center	\$7,193.45	\$7,193.45	\$3,386.90	\$3,806.55
180	Building Improvements			10/14/2004	5/31/2014	

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1815	SNC-EKG ROOM REMC		\$10,924.78	\$10,924.78	\$2,412.56	\$8,512.22
1815	Building Improvements			3/31/2010	5/31/2014	
1843	Compressor	Scott Nolan Center	\$2,392.48	\$2,392.48	\$528.33	\$1,864.15
1843	Building Improvements			6/30/2010	5/31/2014	
1888	SNC New Entrance Cano		\$1,560.00	\$1,560.00	\$266.50	\$1,293.50
1888	Building Improvements			8/31/2010	5/31/2014	
1902	SNC A/C REPLACEMENT		\$18,582.00	\$18,582.00	\$3,174.43	\$15,407.57
1902	Building Improvements			9/30/2010	5/31/2014	
1925	SNC A/C & Heat Repla		\$16,842.00	\$16,842.00	\$2,877.18	\$13,964.82
1925	Building Improvements			12/31/2010	5/31/2014	
1975	SNC Paving Lot Paving		\$86,893.93	\$86,893.93	\$12,530.87	\$74,363.06
1975	Building Improvements			6/30/2011	5/31/2014	
2104	SNC - Tuckpointing		\$91,200.00	\$91,200.00	\$11,020.00	\$80,180.00
2104	Building Improvements			9/30/2011	5/31/2014	
2180	Acute Shower Room Ren		\$3,170.29	\$3,170.29	\$510.77	\$2,659.52
2180	Building Improvements			1/31/2012	5/31/2014	
2218	SNC General Repairs		\$13,856.43	\$13,856.43	\$1,674.32	\$12,182.11
2218	Building Improvements			3/31/2012	5/31/2014	
2219	SNC-Gym Magnet Lock		\$1,495.00	\$1,495.00	\$180.66	\$1,314.34
2219	Building Improvements			3/31/2012	5/31/2014	
2261	Sprinklers replacement	Scott Nolan Center	\$6,898.00	\$6,898.00	\$833.51	\$6,064.49
2261	Building Improvements			4/30/2012	5/31/2014	
2266	SNC Quiet Room Remod		\$5,614.00	\$5,614.00	\$678.36	\$4,935.64
2266	Building Improvements			4/30/2012	5/31/2014	
2290	Repair Switch on Genera	Scott Nolan Center	\$22,775.00	\$22,775.00	\$2,751.99	\$20,023.01
2290	Building Improvements			6/30/2012	5/31/2014	
2307	SNC Parking Lot Paving	Scott Nolan Center	\$63,088.07	\$63,088.07	\$4,468.74	\$58,619.33
2307	Building Improvements			8/31/2012	5/31/2014	
2379	SNC Roof & Gutters Re	Scott Nolan Center	\$7,594.00	\$7,594.00	\$537.91	\$7,056.09
2379	Building Improvements			11/30/2012	5/31/2014	
2380	SNC Window Project	Scott Nolan Center	\$5,508.00	\$5,508.00	\$390.15	\$5,117.85
2380	Building Improvements			11/30/2012	5/31/2014	
2381	SNC Pantry Rooftop	Scott Nolan Center	\$11,408.00	\$11,408.00	\$808.07	\$10,599.93
2381	Building Improvements			11/30/2012	5/31/2014	
2530	SNC Sprinkler Head Re	Scott Nolan Center	\$23,700.00	\$23,700.00	\$1,678.75	\$22,021.25
2532	Building Improvements			6/30/2013	5/31/2014	
2531	SNC 1st Floor Shower R	Scott Nolan Center	\$4,504.65	\$4,504.65	\$319.09	\$4,185.56
2533	Building Improvements			6/30/2013	5/31/2014	
2532	SNC 2nd Floor Anti-Lig	Scott Nolan Center	\$57,771.84	\$57,771.84	\$4,092.18	\$53,679.66
2534	Building Improvements			6/30/2013	5/31/2014	
2533	SNC 1st Floor Remodel	Scott Nolan Center	\$60,577.99	\$60,577.99	\$4,290.95	\$56,287.04
2535	Building Improvements			6/30/2013	5/31/2014	
2534	SNC 3rd Floor Remodel	Scott Nolan Center	\$11,533.37	\$11,533.37	\$816.95	\$10,716.42
2536	Building Improvements			6/30/2013	5/31/2014	
2535	SNC 2nd&3rd fls HVAC	Scott Nolan Center	\$46,487.92	\$46,487.92	\$3,292.90	\$43,195.02
2537	Building Improvements			6/30/2013	5/31/2014	
2537	SNC 2nd Floor Remodel	Scott Nolan Center	\$397,512.79	\$397,512.79	\$28,157.16	\$369,355.63
2539	Building Improvements			6/30/2013	5/31/2014	
2669	MBHH Sprinkler Heads	Scott Nolan Center	\$3,458.46	\$3,458.46	\$96.07	\$3,362.39
2671	Building Improvements			1/31/2014	5/31/2014	
2670	MBHH concrete sidew	Scott Nolan Center	\$13,646.00	\$13,646.00	\$284.30	\$13,361.70
2672	Building Improvements			1/31/2014	5/31/2014	

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2678	MBHH Gym Remodel	Scott Nolan Center	\$16,420.02	\$16,420.02	\$342.09	\$16,077.93
2680	Building Improvements			1/31/2014	5/31/2014	
2679	MBHH 2nd Floor Bath R	Scott Nolan Center	\$8,397.03	\$8,397.03	\$174.95	\$8,222.08
2681	Building Improvements			1/31/2014	5/31/2014	
2680	MBHH 1st floor bathr	Scott Nolan Center	\$2,602.22	\$2,602.22	\$54.22	\$2,548.00
2682	Building Improvements			1/31/2014	5/31/2014	
2681	MBHH 2nd fl bath & l	Scott Nolan Center	\$9,789.58	\$9,789.58	\$203.95	\$9,585.63
2683	Building Improvements			1/31/2014	5/31/2014	
2683	MBHH electric upgrade	Scott Nolan Center	\$12,980.00	\$12,980.00	\$270.42	\$12,709.58
2685	Building Improvements			1/31/2014	5/31/2014	
2714	2nd Fl - South New Door	Scott Nolan Center	\$3,674.30	\$3,674.30	\$73.49	\$3,600.81
2716	Building Improvements			2/28/2014	5/31/2014	
2726	DHH Floor Remodel - l	Scott Nolan Center	\$5,814.48	\$5,814.48	\$116.29	\$5,698.19
2728	Building Improvements			2/28/2014	5/31/2014	
2734	MBHH Classroom Rem		\$57,605.23	\$57,605.23	\$960.09	\$56,645.14
2736	Building Improvements			4/30/2014	5/31/2014	
2735	MBHH 1st fl staff bat	Scott Nolan Center	\$628.00	\$628.00	\$10.47	\$617.53
2737	Building Improvements			4/30/2014	5/31/2014	
289	Flood Control lift Station	Scott Nolan Center	\$13,743.00	\$13,743.00	\$5,783.52	\$7,959.48
289	Building Improvements			11/28/2005	5/31/2014	
290	Upgrade to Voice Annouc	Scott Nolan Center	\$5,025.00	\$5,025.00	\$2,114.70	\$2,910.30
290	Building Improvements			9/30/2005	5/31/2014	
291	Ceiling Work	Scott Nolan Center	\$6,920.00	\$6,920.00	\$2,912.17	\$4,007.83
291	Building Improvements			9/6/2005	5/31/2014	
292	Flood Control lift Station	Scott Nolan Center	\$13,743.00	\$13,743.00	\$5,783.52	\$7,959.48
292	Building Improvements			3/17/2006	5/31/2014	
36	Forest hospital imp 2000-	Multiple Locations	\$177,924.64	\$177,924.64	\$171,005.35	\$6,919.29
36	Building Improvements			6/1/2000	5/31/2014	
99	Ductwork Installation	Scott Nolan Center	\$18,598.22	\$18,598.22	\$8,756.66	\$9,841.56
99	Building Improvements			9/28/2004	5/31/2014	
Totals for Building Improvements:			\$3,614,665.32	\$3,614,665.32	\$1,327,617.07	\$2,287,048.25
Buildings						
74	Forest Hospital	Scott Nolan Center	\$9,133,390.00	\$9,133,390.00	\$8,778,202.62	\$355,187.38
74	Buildings			6/1/2000	5/31/2014	
Totals for Buildings:			\$9,133,390.00	\$9,133,390.00	\$8,778,202.62	\$355,187.38
Buses and Autos						
1492	01 FORD Van # 202	Scott Nolan Center	\$24,472.00	\$24,472.00	\$24,472.00	\$0.00
1492	Buses and Autos			6/30/2001	6/30/2006	
Totals for Buses and Autos:			\$24,472.00	\$24,472.00	\$24,472.00	\$0.00
Computer Equipment & Software						
1739	Proximity Clocks	Scott Nolan Center	\$3,795.00	\$3,795.00	\$3,795.00	\$0.00
1739	Computer Equipment & S			10/31/2009	12/31/2012	
1740	Proximity Clocks	Scott Nolan Center	\$3,795.00	\$3,795.00	\$3,795.00	\$0.00
1740	Computer Equipment & S			10/31/2009	12/31/2012	
1741	Lifesize Express w/PTZ C		\$4,684.86	\$4,684.86	\$4,684.86	\$0.00
1741	Computer Equipment & S			10/31/2009	12/31/2012	
1742	Lifesize Express w/PTZ C		\$4,684.86	\$4,684.86	\$4,684.86	\$0.00
1742	Computer Equipment & S			10/31/2009	12/31/2012	
1743	Lifesize Express w/PTZ C		\$4,684.86	\$4,684.86	\$4,684.86	\$0.00
1743	Computer Equipment & S			10/31/2009	12/31/2012	

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1744	LifeSize Team ME-MicP		\$4,884.84	\$4,884.84	\$4,884.84	\$0.00
1744	Computer Equipment & S			10/31/2009	12/31/2012	
1745	Rollabout AV Cart		\$477.42	\$477.42	\$477.42	\$0.00
1745	Computer Equipment & S			10/31/2009	12/31/2012	
1746	Rollabout AV Cart		\$477.42	\$477.42	\$477.42	\$0.00
1746	Computer Equipment & S			10/31/2009	12/31/2012	
1747	Rollabout AV Cart		\$477.42	\$477.42	\$477.42	\$0.00
1747	Computer Equipment & S			10/31/2009	12/31/2012	
1748	Rollabout AV Cart		\$477.42	\$477.42	\$477.42	\$0.00
1748	Computer Equipment & S			10/31/2009	12/31/2012	
1855	WYSE Thin Client w/M		\$496.40	\$496.40	\$496.40	\$0.00
1855	Computer Equipment & S			6/30/2010	12/31/2012	
1856	WYSE Thin Client w/M		\$496.40	\$496.40	\$496.40	\$0.00
1856	Computer Equipment & S			6/30/2010	12/31/2012	
1857	WYSE Thin Client w/M		\$496.40	\$496.40	\$496.40	\$0.00
1857	Computer Equipment & S			6/30/2010	12/31/2012	
1858	WYSE Thin Client w/M		\$496.40	\$496.40	\$496.40	\$0.00
1858	Computer Equipment & S			6/30/2010	12/31/2012	
1859	WYSE Thin Client w/M		\$496.40	\$496.40	\$496.40	\$0.00
1859	Computer Equipment & S			6/30/2010	12/31/2012	
1860	WYSE Thin Client w/M		\$496.40	\$496.40	\$496.40	\$0.00
1860	Computer Equipment & S			6/30/2010	12/31/2012	
1861	WYSE Thin Client w/M		\$496.40	\$496.40	\$496.40	\$0.00
1861	Computer Equipment & S			6/30/2010	12/31/2012	
1862	WYSE Thin Client w/M		\$496.40	\$496.40	\$496.40	\$0.00
1862	Computer Equipment & S			6/30/2010	12/31/2012	
1863	WYSE Thin Client w/M		\$496.40	\$496.40	\$496.40	\$0.00
1863	Computer Equipment & S			6/30/2010	12/31/2012	
1864	WYSE Thin Client w/M		\$496.40	\$496.40	\$496.40	\$0.00
1864	Computer Equipment & S			6/30/2010	12/31/2012	
1865	WYSE Thin Client w/M		\$496.40	\$496.40	\$496.40	\$0.00
1865	Computer Equipment & S			6/30/2010	12/31/2012	
1866	WYSE Thin Client w/M		\$496.40	\$496.40	\$496.40	\$0.00
1866	Computer Equipment & S			6/30/2010	12/31/2012	
1867	WYSE Thin Client w/M		\$496.40	\$496.40	\$496.40	\$0.00
1867	Computer Equipment & S			6/30/2010	12/31/2012	
1868	WYSE Thin Client w/M		\$496.40	\$496.40	\$496.40	\$0.00
1868	Computer Equipment & S			6/30/2010	12/31/2012	
1869	WYSE Thin Client w/M		\$496.40	\$496.40	\$496.40	\$0.00
1869	Computer Equipment & S			6/30/2010	12/31/2012	
1870	WYSE Thin Client w/M		\$496.40	\$496.40	\$496.40	\$0.00
1870	Computer Equipment & S			6/30/2010	12/31/2012	
1871	WYSE Thin Client w/M		\$496.40	\$496.40	\$496.40	\$0.00
1871	Computer Equipment & S			6/30/2010	12/31/2012	
1872	WYSE Thin Client w/M		\$496.40	\$496.40	\$496.40	\$0.00
1872	Computer Equipment & S			6/30/2010	12/31/2012	
1873	WYSE Thin Client w/M		\$496.40	\$496.40	\$496.40	\$0.00
1873	Computer Equipment & S			6/30/2010	12/31/2012	
1874	WYSE Thin Client w/M		\$496.40	\$496.40	\$496.40	\$0.00
1874	Computer Equipment & S			6/30/2010	12/31/2012	
1908	SNC WLAN Data Line		\$2,619.18	\$2,619.18	\$2,619.18	\$0.00
1908	Computer Equipment & S			12/31/2010	12/31/2013	

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1935	Infrastructure for SNC		\$10,678.48	\$10,678.48	\$10,678.48	\$0.00
1935	Computer Equipment & S			1/31/2011	12/31/2013	
2230	Samsung SyncMaster-L		\$529.00	\$529.00	\$249.81	\$279.19
2230	Computer Equipment & S	Scott Nolan Center		9/30/2012	5/31/2014	
2234	Samsung SyncMaster-L		\$529.00	\$529.00	\$426.14	\$102.86
2234	Computer Equipment & S	Scott Nolan Center Intake		6/18/2012	5/31/2014	
2236	Samsung SyncMaster-L		\$529.00	\$529.00	\$426.14	\$102.86
2236	Computer Equipment & S	Scott Nolan Center Intake		6/18/2012	5/31/2014	
2237	Samsung SyncMaster-L		\$529.00	\$529.00	\$249.81	\$279.19
2237	Computer Equipment & S	Scott Nolan Center		9/30/2012	5/31/2014	
2242	HP Smart Buy Folio-Lap		\$1,108.00	\$1,108.00	\$523.23	\$584.77
2242	Computer Equipment & S			7/31/2012	5/31/2014	
2246	HP Smart Buy Folio-Lap		\$1,108.00	\$1,108.00	\$892.56	\$215.44
2246	Computer Equipment & S			4/30/2012	5/31/2014	
2250	Hewlett Packard-Laptop		\$645.00	\$645.00	\$304.59	\$340.41
2250	Computer Equipment & S	Scott Nolan Center Intake		9/30/2012	5/31/2014	
2252	Hewlett Packard-Laptop		\$645.00	\$645.00	\$304.59	\$340.41
2252	Computer Equipment & S	Scott Nolan Center Administration		9/30/2012	5/31/2014	
2274	Printer-Lexmark-Acute		\$499.00	\$499.00	\$401.97	\$97.03
2274	Computer Equipment & S	Scott Nolan Center		5/31/2012	5/31/2014	
2278	SNC-Infrastr. Upgrade-Cr		\$10,407.20	\$10,407.20	\$8,383.59	\$2,023.61
2278	Computer Equipment & S	Scott Nolan Center		5/31/2012	5/31/2014	
2285	Printer-Lexmark-Acute		\$1,500.00	\$1,500.00	\$1,208.34	\$291.66
2285	Computer Equipment & S	Scott Nolan Center Intake		6/30/2012	5/31/2014	
2289	Printer-Lexmark ES460d		\$499.00	\$499.00	\$401.97	\$97.03
2289	Computer Equipment & S	Scott Nolan Center		6/30/2012	5/31/2014	
2298	Printer-Lexmark ES460d		\$525.00	\$525.00	\$247.92	\$277.08
2298	Computer Equipment & S	Scott Nolan Center		7/31/2012	5/31/2014	
2304	Acute soundstation confe		\$641.49	\$641.49	\$302.94	\$338.55
2304	Computer Equipment & S	Scott Nolan Center Administration		8/31/2012	5/31/2014	
2323	Backup Power Unit-RX		\$649.47	\$649.47	\$306.70	\$342.77
2323	Computer Equipment & S	Scott Nolan Center		10/31/2012	5/31/2014	
2325	Conference Phone SNC		\$631.49	\$631.49	\$298.21	\$333.28
2325	Computer Equipment & S	Scott Nolan Center		10/31/2012	5/31/2014	
2342	Samsung NC220		\$537.50	\$537.50	\$253.82	\$283.68
2342	Computer Equipment & S	Scott Nolan Center		10/31/2012	5/31/2014	
2343	Samsung NC220		\$537.50	\$537.50	\$253.82	\$283.68
2343	Computer Equipment & S	Scott Nolan Center		10/31/2012	5/31/2014	
2344	Samsung NC220		\$537.50	\$537.50	\$253.82	\$283.68
2344	Computer Equipment & S	Scott Nolan Center		10/31/2012	5/31/2014	
2345	Samsung NC220		\$537.50	\$537.50	\$253.82	\$283.68
2345	Computer Equipment & S	Scott Nolan Center		10/31/2012	5/31/2014	
2346	Samsung NC220		\$537.50	\$537.50	\$253.82	\$283.68
2346	Computer Equipment & S	Scott Nolan Center		10/31/2012	5/31/2014	
2347	Samsung NC220		\$537.50	\$537.50	\$253.82	\$283.68
2347	Computer Equipment & S	Scott Nolan Center		10/31/2012	5/31/2014	
2348	Samsung NC220		\$537.50	\$537.50	\$253.82	\$283.68
2348	Computer Equipment & S	Scott Nolan Center		10/31/2012	5/31/2014	
2349	Samsung NC220		\$537.50	\$537.50	\$253.82	\$283.68
2349	Computer Equipment & S	Scott Nolan Center		10/31/2012	5/31/2014	
2350	Samsung NC220		\$537.50	\$537.50	\$253.82	\$283.68
2350	Computer Equipment & S	Scott Nolan Center		10/31/2012	5/31/2014	

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2351	Samsung NC220	Scott Nolan Center	\$537.50	\$537.50	\$253.82	\$283.68
2351	Computer Equipment & S			10/31/2012	5/31/2014	
2352	Samsung NC220	Scott Nolan Center	\$537.50	\$537.50	\$253.82	\$283.68
2352	Computer Equipment & S			10/31/2012	5/31/2014	
2353	Samsung NC220	Scott Nolan Center	\$537.50	\$537.50	\$253.82	\$283.68
2353	Computer Equipment & S			10/31/2012	5/31/2014	
2354	Samsung NC220	Scott Nolan Center	\$537.50	\$537.50	\$253.82	\$283.68
2354	Computer Equipment & S			10/31/2012	5/31/2014	
2393	Relocate/Install New Wi-	Scott Nolan Center	\$4,540.38	\$4,540.38	\$2,144.07	\$2,396.31
2393	Computer Equipment & S			12/31/2012	5/31/2014	
2394	SNC Network Upgrade S	Scott Nolan Center	\$1,196.00	\$1,196.00	\$564.78	\$631.22
2394	Computer Equipment & S			12/31/2012	5/31/2014	
2395	SNC Network Upgrade S	Scott Nolan Center	\$1,196.00	\$1,196.00	\$564.78	\$631.22
2395	Computer Equipment & S			12/31/2012	5/31/2014	
2398	Infrastructure Upgrade Ca	Scott Nolan Center	\$5,043.31	\$5,043.31	\$2,381.56	\$2,661.75
2398	Computer Equipment & S			12/31/2012	5/31/2014	
2400	Samsung NC220	Scott Nolan Center	\$525.00	\$525.00	\$247.92	\$277.08
2400	Computer Equipment & S			12/31/2012	5/31/2014	
2401	Samsung NC220	Scott Nolan Center	\$525.00	\$525.00	\$247.92	\$277.08
2401	Computer Equipment & S			12/31/2012	5/31/2014	
2402	Samsung NC220	Scott Nolan Center	\$525.00	\$525.00	\$247.92	\$277.08
2402	Computer Equipment & S			12/31/2012	5/31/2014	
2403	Samsung NC220	Scott Nolan Center	\$525.00	\$525.00	\$247.92	\$277.08
2403	Computer Equipment & S			12/31/2012	5/31/2014	
2404	Samsung NC220	Scott Nolan Center	\$525.00	\$525.00	\$247.92	\$277.08
2404	Computer Equipment & S			12/31/2012	5/31/2014	
2405	Samsung NC220	Scott Nolan Center	\$525.00	\$525.00	\$247.92	\$277.08
2405	Computer Equipment & S			12/31/2012	5/31/2014	
2406	Samsung NC220	Scott Nolan Center	\$525.00	\$525.00	\$247.92	\$277.08
2406	Computer Equipment & S			12/31/2012	5/31/2014	
2407	Samsung NC220	Scott Nolan Center	\$525.00	\$525.00	\$247.92	\$277.08
2407	Computer Equipment & S			12/31/2012	5/31/2014	
2408	Samsung NC220	Scott Nolan Center	\$525.00	\$525.00	\$247.92	\$277.08
2408	Computer Equipment & S			12/31/2012	5/31/2014	
2409	Samsung NC220	Scott Nolan Center	\$525.00	\$525.00	\$247.92	\$277.08
2409	Computer Equipment & S			12/31/2012	5/31/2014	
2410	Samsung NC220	Scott Nolan Center	\$525.00	\$525.00	\$247.92	\$277.08
2410	Computer Equipment & S			12/31/2012	5/31/2014	
2411	Samsung NC220	Scott Nolan Center	\$525.00	\$525.00	\$247.92	\$277.08
2411	Computer Equipment & S			12/31/2012	5/31/2014	
2412	Samsung NC220	Scott Nolan Center	\$525.00	\$525.00	\$247.92	\$277.08
2412	Computer Equipment & S			12/31/2012	5/31/2014	
2413	Samsung NC220	Scott Nolan Center	\$525.00	\$525.00	\$247.92	\$277.08
2413	Computer Equipment & S			12/31/2012	5/31/2014	
2414	Samsung NC220	Scott Nolan Center	\$525.00	\$525.00	\$247.92	\$277.08
2414	Computer Equipment & S			12/31/2012	5/31/2014	
2415	Samsung NC220	Scott Nolan Center	\$525.00	\$525.00	\$247.92	\$277.08
2415	Computer Equipment & S			12/31/2012	5/31/2014	
2416	Samsung NC220	Scott Nolan Center	\$525.00	\$525.00	\$247.92	\$277.08
2416	Computer Equipment & S			12/31/2012	5/31/2014	
2417	Samsung NC220	Scott Nolan Center	\$525.00	\$525.00	\$247.92	\$277.08
2417	Computer Equipment & S			12/31/2012	5/31/2014	

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2418	Samsung NC220	Scott Nolan Center	\$525.00	\$525.00	\$247.92	\$277.08
2418	Computer Equipment & S			12/31/2012	5/31/2014	
2419	Samsung NC220	Scott Nolan Center	\$525.00	\$525.00	\$247.92	\$277.08
2419	Computer Equipment & S			12/31/2012	5/31/2014	
2420	HP Elite Book 8570p	Scott Nolan Center	\$1,063.00	\$1,063.00	\$501.98	\$561.02
2420	Computer Equipment & S	Administration		12/31/2012	5/31/2014	
2430	HP Smart buy thin client	Scott Nolan Center	\$655.00	\$655.00	\$309.31	\$345.69
2430	Computer Equipment & S			1/31/2013	5/31/2014	
2432	HP Smart buy thin client	Scott Nolan Center	\$655.00	\$655.00	\$309.31	\$345.69
2432	Computer Equipment & S			1/31/2013	5/31/2014	
2437	Samsung 221N	Scott Nolan Center	\$500.00	\$500.00	\$236.12	\$263.88
2437	Computer Equipment & S	Nurses Station		2/28/2013	5/31/2014	
2453	Samsung 221N	Scott Nolan Center	\$500.00	\$500.00	\$236.12	\$263.88
2453	Computer Equipment & S	Nurses Station		2/28/2013	5/31/2014	
2455	Samsung 221N	Scott Nolan Center	\$500.00	\$500.00	\$236.12	\$263.88
2455	Computer Equipment & S	Nurses Station		2/28/2013	5/31/2014	
2472	Lexmark XS748	Scott Nolan Center	\$4,118.20	\$4,118.20	\$1,944.71	\$2,173.49
2472	Computer Equipment & S	Scott Nolan Pharmacy		4/30/2013	5/31/2014	
2481	SNC Cabling	Scott Nolan Center	\$4,191.68	\$4,191.68	\$1,979.41	\$2,212.27
2481	Computer Equipment & S			4/30/2013	5/31/2014	
2508	Lexmark Color Laser Pri	Scott Nolan Center	\$2,550.00	\$2,550.00	\$1,204.17	\$1,345.83
2508	Computer Equipment & S	Scott Nolan Pharmacy		5/31/2013	5/31/2014	
2509	Lexmark Mono Printer	Scott Nolan Center	\$580.00	\$580.00	\$273.89	\$306.11
2509	Computer Equipment & S	Scott Nolan Pharmacy		5/31/2013	5/31/2014	
2511	PRIV Plus Software-MD	Scott Nolan Center	\$2,900.00	\$2,900.00	\$1,369.45	\$1,530.55
2511	Computer Equipment & S			6/30/2013	5/31/2014	
2513	Conference Phone Cordle	Scott Nolan Center	\$949.45	\$949.45	\$448.35	\$501.10
2513	Computer Equipment & S			6/30/2013	5/31/2014	
2514	PaperCut Card Reader	Scott Nolan Center	\$605.00	\$605.00	\$285.70	\$319.30
2514	Computer Equipment & S			6/30/2013	5/31/2014	
2550	Polycom soundstation co	Scott Nolan Center	\$1,096.60	\$1,096.60	\$166.16	\$930.44
2552	Computer Equipment & S			8/31/2013	5/31/2014	
2648	Vertex digital portable r	Scott Nolan Center	\$12,960.00	\$12,960.00	\$1,890.00	\$11,070.00
2650	Computer Equipment & S			11/30/2013	5/31/2014	
2663	Widescreen Short Throw	Scott Nolan Center	\$3,971.89	\$3,971.89	\$567.42	\$3,404.47
2665	Computer Equipment & S			12/31/2013	5/31/2014	
Totals for Computer Equipment & Software:			\$139,898.42	\$139,898.42	\$92,464.74	\$47,433.68
Furniture And Fixtures						
1038	Removed & Installed di	Scott Nolan Center	\$3,933.26	\$3,933.26	\$3,933.26	\$0.00
1038	Furniture And Fixtures			10/31/2006	12/31/2011	
1092	Billboards-4	Scott Nolan Center	\$2,946.20	\$2,946.20	\$2,946.20	\$0.00
1092	Furniture And Fixtures	Occupancy		1/31/2007	12/31/2011	
1131	MADISON SOFA & CH	Scott Nolan Center	\$948.00	\$948.00	\$948.00	\$0.00
1131	Furniture And Fixtures			6/30/2007	12/31/2011	
1133	VACUUM		\$599.99	\$599.99	\$599.99	\$0.00
1133	Furniture And Fixtures			6/30/2007	12/31/2011	
1134	CREDIT CARD MACHI		\$550.00	\$550.00	\$550.00	\$0.00
1134	Furniture And Fixtures			6/30/2007	12/31/2011	
1144	SN Billboard Rebuild	Scott Nolan Center	\$2,095.00	\$2,095.00	\$2,095.00	\$0.00
1144	Furniture And Fixtures			6/30/2007	12/31/2011	

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1624	Hot Water Heater	Scott Nolan Center	\$7,600.00	\$7,600.00	\$7,600.00	\$0.00
1624	Furniture And Fixtures			12/31/2008	12/31/2013	
1632	Electrolux Vacuum Clean	Scott Nolan Center	\$699.99	\$699.99	\$699.99	\$0.00
1632	Furniture And Fixtures			12/31/2008	12/31/2013	
1699	SIGN U-Refacing SN Bc		\$564.50	\$564.50	\$564.50	\$0.00
1699	Furniture And Fixtures			5/31/2009	12/31/2013	
1722	SNC SIGNS	Scott Nolan Center	\$6,933.00	\$6,933.00	\$6,933.00	\$0.00
1722	Furniture And Fixtures			6/30/2009	12/31/2013	
1723	SNC SIGNS		\$6,933.00	\$6,933.00	\$6,933.00	\$0.00
1723	Furniture And Fixtures			6/30/2009	12/31/2013	
1730	JUNCTION BOX for si	Scott Nolan Center	\$700.00	\$700.00	\$618.34	\$81.66
1730	Furniture And Fixtures			8/31/2009	5/31/2014	
1797	CTVC-CABINET FOR T		\$6,025.79	\$6,025.79	\$5,285.21	\$740.58
1797	Furniture And Fixtures			1/31/2010	5/31/2014	
1823	MEAL DELIVERY CA		\$1,499.00	\$1,499.00	\$1,324.12	\$174.88
1823	Furniture And Fixtures			3/31/2010	5/31/2014	
1824	MEAL DELIVERY CA		\$1,499.00	\$1,499.00	\$1,324.12	\$174.88
1824	Furniture And Fixtures			3/31/2010	5/31/2014	
1842	HP Universal Rack 1064		\$912.00	\$912.00	\$805.60	\$106.40
1842	Furniture And Fixtures			5/31/2010	5/31/2014	
1850	Washer Commercial Wht		\$652.00	\$652.00	\$575.94	\$76.06
1850	Furniture And Fixtures			6/30/2010	5/31/2014	
1851	Dryer Elec Commercial W		\$544.00	\$544.00	\$480.54	\$63.46
1851	Furniture And Fixtures			6/30/2010	5/31/2014	
1937	Scotsman Ice Machine		\$4,595.00	\$4,595.00	\$3,139.92	\$1,455.08
1937	Furniture And Fixtures			1/31/2011	5/31/2014	
1963	WASHING MACHINE-		\$769.00	\$769.00	\$525.49	\$243.51
1963	Furniture And Fixtures			3/31/2011	5/31/2014	
1966	VIDEO SECURITY FOR		\$15,218.25	\$15,218.25	\$10,399.15	\$4,819.10
1966	Furniture And Fixtures			3/31/2011	5/31/2014	
1973	SNC Conference Phone S		\$7,565.00	\$7,565.00	\$5,169.42	\$2,395.58
1973	Furniture And Fixtures			6/30/2011	5/31/2014	
205	Install 5 security cameras	Scott Nolan Center	\$4,896.00	\$4,896.00	\$4,896.00	\$0.00
205	Furniture And Fixtures			6/30/2005	12/31/2009	
2054	Machine to wash floor	Scott Nolan Center	\$2,868.00	\$2,868.00	\$1,386.20	\$1,481.80
2054	Furniture And Fixtures			7/31/2011	5/31/2014	
206	Video cabinet	Scott Nolan Center	\$1,663.20	\$1,663.20	\$1,663.20	\$0.00
206	Furniture And Fixtures			4/25/2005	12/31/2009	
207	Dressers	Scott Nolan Center	\$5,519.59	\$5,519.59	\$5,519.59	\$0.00
207	Furniture And Fixtures			5/23/2005	12/31/2009	
208	Dressers	Scott Nolan Center	\$5,519.60	\$5,519.60	\$5,519.60	\$0.00
208	Furniture And Fixtures			5/23/2005	12/31/2009	
2183	SNC Super Shredder	Scott Nolan Center	\$3,169.00	\$3,169.00	\$1,531.69	\$1,637.31
2183	Furniture And Fixtures			1/31/2012	5/31/2014	
2264	40 Aeron chairs-SNC	Scott Nolan Center	\$25,160.00	\$25,160.00	\$12,160.67	\$12,999.33
2264	Furniture And Fixtures			4/30/2012	5/31/2014	
2276	8 Aeron Chairs	Scott Nolan Center	\$5,032.00	\$5,032.00	\$2,432.14	\$2,599.86
2276	Furniture And Fixtures			5/31/2012	5/31/2014	
2284	7 Aeron Chairs	Scott Nolan Center	\$4,403.00	\$4,403.00	\$2,128.12	\$2,274.88
2284	Furniture And Fixtures			6/30/2012	5/31/2014	
2287	A/C Unit @ SNC	Scott Nolan Center	\$3,600.00	\$3,600.00	\$1,740.00	\$1,860.00
2287	Furniture And Fixtures			6/30/2012	5/31/2014	

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2314	Video Security SNC	Scott Nolan Center	\$3,320.50	\$3,320.50	\$940.81	\$2,379.69
2314	Furniture And Fixtures			10/31/2012	5/31/2014	
2319	Video Security SNC	Scott Nolan Center-1st l	\$9,263.00	\$9,263.00	\$2,624.52	\$6,638.48
2319	Furniture And Fixtures			10/31/2012	5/31/2014	
2320	Video Security SNC	Scott Nolan Center-2nd	\$1,094.00	\$1,094.00	\$309.97	\$784.03
2320	Furniture And Fixtures			10/31/2012	5/31/2014	
2392	SNC Water Pump	Scott Nolan Center	\$3,844.00	\$3,844.00	\$1,089.14	\$2,754.86
2392	Furniture And Fixtures			12/31/2012	5/31/2014	
2427	SNC ejection pump	Scott Nolan Center	\$14,881.00	\$14,881.00	\$4,216.32	\$10,664.68
2427	Furniture And Fixtures			1/31/2013	5/31/2014	
2429	SNC Heat Exchanger	Scott Nolan Center	\$3,002.50	\$3,002.50	\$850.71	\$2,151.79
2429	Furniture And Fixtures			1/31/2013	5/31/2014	
2463	30" Keyless Cart	Scott Nolan Center	\$1,255.00	\$1,255.00	\$355.59	\$899.41
2463	Furniture And Fixtures			2/28/2013	5/31/2014	
2466	Video Security SNC-3rd l	Scott Nolan Center	\$14,934.00	\$14,934.00	\$4,231.30	\$10,702.70
2466	Furniture And Fixtures			3/31/2013	5/31/2014	
2467	Video Security SNC-outd	Scott Nolan Center	\$2,446.00	\$2,446.00	\$693.04	\$1,752.96
2467	Furniture And Fixtures			3/31/2013	5/31/2014	
2476	Table & Chairs - Cafeter	Scott Nolan Center	\$3,681.86	\$3,681.86	\$1,043.20	\$2,638.66
2476	Furniture And Fixtures	Food Service		4/30/2013	5/31/2014	
2477	File Cabinet-SNC	Scott Nolan Center	\$1,407.66	\$1,407.66	\$398.84	\$1,008.82
2477	Furniture And Fixtures			4/30/2013	5/31/2014	
2478	Folding Chairs-SCN	Scott Nolan Center	\$1,999.99	\$1,999.99	\$566.67	\$1,433.32
2478	Furniture And Fixtures			4/30/2013	5/31/2014	
2479	Lifetime-Table 4-pk	Scott Nolan Center	\$519.99	\$519.99	\$147.34	\$372.65
2479	Furniture And Fixtures			4/30/2013	5/31/2014	
2480	Lifetime-Chairs 32-pk	Scott Nolan Center	\$1,049.99	\$1,049.99	\$297.50	\$752.49
2480	Furniture And Fixtures			4/30/2013	5/31/2014	
2506	Oxygen Concentrators	Scott Nolan Center	\$1,960.00	\$1,960.00	\$925.56	\$1,034.44
2506	Furniture And Fixtures			5/31/2013	5/31/2014	
2507	Hand Dryer(17)	Scott Nolan Center	\$6,732.00	\$6,732.00	\$1,907.40	\$4,824.60
2507	Furniture And Fixtures			5/31/2013	5/31/2014	
2510	Portable air condit unit	Scott Nolan Center	\$799.89	\$799.89	\$226.64	\$573.25
2510	Furniture And Fixtures			6/30/2013	5/31/2014	
2519	Keyless Access-SNC	Scott Nolan Center	\$6,698.20	\$6,698.20	\$1,897.83	\$4,800.37
2519	Furniture And Fixtures			6/30/2013	5/31/2014	
2527	Staff Rooms furniture	Scott Nolan Center	\$3,825.87	\$3,825.87	\$1,084.00	\$2,741.87
2527	Furniture And Fixtures			6/30/2013	5/31/2014	
2528	Furniture for Cafeteria-S	Scott Nolan Center	\$1,464.00	\$1,464.00	\$414.80	\$1,049.20
2528	Furniture And Fixtures			6/30/2013	5/31/2014	
2536	Two-Drawer Chest x 10	Scott Nolan Center	\$4,195.00	\$4,195.00	\$1,188.59	\$3,006.41
2538	Furniture And Fixtures			6/30/2013	5/31/2014	
2539	Portable AC Unit.SNC	Scott Nolan Center	\$790.37	\$790.37	\$72.46	\$717.91
2541	Furniture And Fixtures			7/31/2013	5/31/2014	
2548	Bulliten Board for Lobby	Scott Nolan Center	\$589.05	\$589.05	\$53.56	\$535.49
2550	Furniture And Fixtures			8/31/2013	5/31/2014	
2549	Masino-Vital signs moni	Scott Nolan Center	\$1,985.00	\$1,985.00	\$180.46	\$1,804.54
2551	Furniture And Fixtures			8/31/2013	5/31/2014	
2557	Xlerator Hand Dryers - 2	Scott Nolan Center	\$7,920.00	\$7,920.00	\$712.80	\$7,207.20
2559	Furniture And Fixtures			9/30/2013	5/31/2014	
2566	Hospital walls & stairwe	Scott Nolan Center	\$3,594.08	\$3,594.08	\$323.47	\$3,270.61
2568	Furniture And Fixtures			9/30/2013	5/31/2014	

Wednesday, July 09, 2014

Maryville Academy Book Value Report MBHH Assets as of 5/31/14

Asset No. Asset ID	Description Class	Location Department	Acquisition Value	Depr. Basis Date In Service	Accum. Depr. Last Depr. Date	Book Value
2567	Hospital exterior signage	Scott Nolan Center	\$5,213.63	\$5,213.63	\$469.23	\$4,744.40
2569	Furniture And Fixtures			9/30/2013	5/31/2014	
2657	MBHH Underground P	Scott Nolan Center	\$15,519.01	\$15,519.01	\$873.12	\$14,645.89
2659	Furniture And Fixtures			12/31/2013	5/31/2014	
2667	MBHH Lobby Furniture	Scott Nolan Center	\$5,299.84	\$5,299.84	\$454.27	\$4,845.57
2669	Furniture And Fixtures			12/31/2013	5/31/2014	
2671	MBHH Special Steel Do	Scott Nolan Center	\$1,584.05	\$1,584.05	\$132.01	\$1,452.04
2673	Furniture And Fixtures			1/31/2014	5/31/2014	
2672	MBHH Special Steel Do	Scott Nolan Center	\$1,647.85	\$1,647.85	\$137.33	\$1,510.52
2674	Furniture And Fixtures			1/31/2014	5/31/2014	
2673	MBHH Special Steel Do	Scott Nolan Center	\$702.49	\$702.49	\$58.55	\$643.94
2675	Furniture And Fixtures			1/31/2014	5/31/2014	
2674	MBHH Special Steel Do	Scott Nolan Center	\$1,558.89	\$1,558.89	\$129.91	\$1,428.98
2676	Furniture And Fixtures			1/31/2014	5/31/2014	
2675	MBHH Special Steel Do	Scott Nolan Center	\$1,480.14	\$1,480.14	\$123.35	\$1,356.79
2677	Furniture And Fixtures			1/31/2014	5/31/2014	
2685	MBHH 1st fl main hal	Scott Nolan Center	\$9,694.00	\$9,694.00	\$807.84	\$8,886.16
2687	Furniture And Fixtures			1/31/2014	5/31/2014	
2686	MBHH 1st fl \$ classr	Scott Nolan Center	\$7,384.00	\$7,384.00	\$615.34	\$6,768.66
2688	Furniture And Fixtures			1/31/2014	5/31/2014	
2687	MBHH 1st fl pharmacy a	Scott Nolan Center	\$2,937.00	\$2,937.00	\$244.75	\$2,692.25
2689	Furniture And Fixtures			1/31/2014	5/31/2014	
2688	MBHH Reception & Ha	Scott Nolan Center	\$17,952.80	\$17,952.80	\$1,496.07	\$16,456.73
2690	Furniture And Fixtures			1/31/2014	5/31/2014	
2721	Classroom Furniture for N	Scott Nolan Center	\$7,746.00	\$7,746.00	\$619.68	\$7,126.32
2723	Furniture And Fixtures			2/28/2014	5/31/2014	
2723	MBHH Outside Sign	Scott Nolan Center	\$623.00	\$623.00	\$49.84	\$573.16
2725	Furniture And Fixtures			2/28/2014	5/31/2014	
294	Exam Table	DP - 100/700 Mulcahe	\$1,013.98	\$1,013.98	\$1,013.98	\$0.00
294	Furniture And Fixtures			12/31/2005	12/31/2010	
302	Interiors	Scott Nolan Center	\$6,763.10	\$6,763.10	\$6,763.10	\$0.00
302	Furniture And Fixtures			10/26/2005	12/31/2010	
303	Marquette: EKG etc.	Scott Nolan Center	\$1,310.00	\$1,310.00	\$1,310.00	\$0.00
303	Furniture And Fixtures			11/14/2005	12/31/2010	
304	Marquette: EKG etc.	Scott Nolan Center	\$1,310.00	\$1,310.00	\$1,310.00	\$0.00
304	Furniture And Fixtures			11/30/2005	12/31/2010	
Totals for Furniture And Fixtures:			\$328,605.10	\$328,605.10	\$145,788.89	\$182,816.21
Grand Total :			\$13,241,030.84	\$13,241,030.84	\$10,368,545.32	\$2,872,485.52
349Asset(s) Listed						

SCHEDULE 1.1(b)(i)
ASSUMED CONTRACTS

1. Installment Sales Contract and Security Agreement for vending machines between ABVR-ALL Brands Vending Resource and Maryville Behavioral Health Hospital dated September 2012
2. Services Agreement between Alexian Reference Laboratory and Maryville Academy dated May 14, 2013
3. Transfer Agreement between Advocate Health and Hospitals Corporation d/b/a Advocate Lutheran General Hospital and Maryville Scott Nolan Center dated October 23, 2000
4. Professional Services Agreement between Advocate Health and Hospitals Corporation d/b/a Advocate Medical Group and Maryville Behavioral Health Hospital dated May 29, 2013
5. Dietetic Internship Agreement between Benedictine University and Maryville Behavioral Health Hospital dated September 28, 2009
6. Transmission of Pharmacy Prescription Software Agreement between Best Computer Systems and Maryville Behavioral Health Hospital
7. Subscription License Agreement between Elsevier, Inc. and Maryville Behavioral Health Hospital dated March 14, 2013
8. Consultant Agreement between Behavioral Health Facility Consulting, LLC and Maryville Behavioral Health Hospital dated April 19, 2013
9. PRIVplus Credentialing Software Agreement between CBR Associates and Maryville Behavioral Health Hospital dated July 17, 2014
10. Uniform Rental Service Agreement between Cintas and Maryville Behavioral Health Hospital dated April 24, 2013
11. Agency Staff Agreement between Delta T Group and Maryville Behavioral Health Hospital dated April 19, 2013
12. Hospital Services Agreement between Family Health Network, Inc. and Maryville Scott Nolan Hospital dated February 1, 2012
13. Organ and Tissue Procurement Agreement between Gift of Hope Organ and Tissue Donor Network and Maryville Behavioral Health Hospital dated January 14, 2010
14. Service Agreement between Mental Health Outcomes, Inc. and Maryville Academy dated July 1, 2013
15. Data Submission Agreement between Illinois Hospital Association and Maryville Behavioral Health Hospital dated August 23, 2013
16. Website Data Permission Agreement between Illinois Hospital Association and Maryville Behavioral Health Hospital dated October 6, 2009

17. Supplier Agreement between Image First and Maryville Behavioral Health Hospital dated April 1, 2013
18. Supplemental Staffing Agreement between Innovative Healthcare Service and Maryville Behavioral Health Hospital dated September 8, 2011
19. Service Agreement between KCS Psych Type, Inc. and Maryville Behavioral Health Hospital dated February 15, 2014
20. Independent Contractor Agreement between Lerwut Wongsarnpigoon, M.D. and Maryville Behavioral Health Hospital dated September 30, 2013
21. Referral Agreement between Leyden Family Service-SHARE Program and Maryville Behavioral Health Hospital dated March 1, 2011
22. Clinical Affiliation Agreement between Loyola School of Nursing and Maryville Behavioral Health Hospital dated July 15, 2013
23. Participating Provider Agreement and Addendum G-Facility Provider TRICARE Program between Managed Health Network, Inc. and Maryville Academy Scott Nolan Center dated April 13, 2005, as amended October 6, 2006 and March 1, 2010
24. Service Contract between McCloud Pest Control Services and Maryville Behavioral Health Hospital dated August 13, 2007
25. Practitioner Staffing Service Agreement between Med Staff On-Call, LLC and Scott Nolan Hospital dated January 9, 2014
26. Hospital Agreement between Meridian Health Plan and Maryville Scott Nolan Hospital dated July 28, 2011
27. Service Provider Agreement between Mental Health and Deafness Resources, Inc. and Maryville Behavioral Health Hospital dated October 1, 2010
28. Independent Contractor Agreement between Kathleen Muglia, CPNP and Maryville Behavioral Health Hospital dated February 28, 2012
29. Independent Contractor Agreement between Rachel Mullins and Maryville Behavioral Health Hospital dated October 14, 2013
30. Independent Contractor Agreement between Narayen Poornima, M.D. and Maryville Behavioral Health Hospital dated September 23, 2013
31. Service Agreement, Provider Agreement, Software License and Services Agreement between Nebo Systems, Inc. and Maryville Scott Nolan Center dated December 26, 2006
32. Independent Contractor Agreement between Mary Orth, APN and Maryville Behavioral Health Hospital dated April 6, 2012
33. Personnel Staffing Agreements between Professional Dynamic Network, Inc. and Maryville Behavioral Health Hospital dated August 30, 2013 and December 19, 2013
34. Service Agreement between Precise Ambulance Service and Scott Nolan Center dated September 15, 2010

35. Service Agreement between Rescue Eight Paramedic Service and Maryville Behavioral Health Hospital dated February 24, 2011
36. Service Agreement between Rapid-Scribe, Inc. and Maryville Behavioral Health Hospital dated December 22, 2011 and amended May 3, 2013
37. Consultant Agreement between Roche Dietitians and Maryville Behavioral Health Hospital dated July 1, 2013
38. Service Agreement between SimplexGrinnell LP and Maryville Academy dated December 1, 2012
39. Service Agreement between Stericycle Inc. and Maryville Scott Nolan Center dated February 1, 2013
40. Staff Agreement between Synergistic Behavior Health Care Management, Inc. and Maryville Academy dated February 6, 2014
41. Participation Agreement dated May 7, 2009, Addendum dated September 25, 2009, Addendum dated May 15, 2009, Contract Launch Package, and Attachment A between MedAssets Supply Chain Systems, LLC and Maryville Academy
42. Independent Contractor Agreement between Carl Toren, M.D. and Maryville Behavioral Health Hospital dated September 23, 2013
43. Staffing Services Agreement between Total Nurses Network, LLC and Maryville Scott Nolan Psychiatric Hospital dated September 11, 2012
44. Facility Agreement between ValueOptions, Inc. and Maryville Academy/Scott Nolan Center dated August 17, 2004, as amended January 19, 2013
45. Employment and Confidentiality Agreement between Maryville Academy and Marta Banegas, M.D. dated April 26, 2012
46. Medical Director Employment and Confidentiality Agreement between Maryville Academy and Shiraz Butt, M.D. dated April 25, 2012
47. Independent Contract Agreement between Maryville Academy and Peter Nichols, M.D., dated February 24, 2014
48. Part Time Employment Physician Agreement between Maryville Academy and Barbara Twardowski, dated September 28, 2012
49. Certificated Professional Contract between Maryville Academy, Maryville Jen School and Chris Vana, dated June 19, 2013
50. Certificated Professional Contract between Maryville Academy, Maryville Jen School and Jenny Granstrom, dated June 19, 2013
51. Facility Staffing Agreement between Maryville Academy and Nursefinders, LLC, dated September 8, 2011

52. State of Illinois Department of Children and Family Services Contract between Illinois Department of Children and Family Services and Maryville Scott Nolan Center dated April 23, 2013, as renewed July 1, 2014.
53. Agreement for Participation in the Illinois Medical Assistance Program between Illinois Department of Public Aid and Maryville Academy Pharmacy dated April 29, 2004
54. Cooperative Agreement between Board of Trustees of Community College District No. 535, County of Cook and State of Illinois and Maryville Academy Scott Nolan Center dated November 17, 2009
55. Service Agreement for non-hazardous wastes between Waste Management of Illinois and Maryville Scott Nolan Center dated February 2, 2009

SCHEDULE 1.1(b)(ii)
ASSUMED PERSONAL PROPERTY LEASES

None.

SCHEDULE 1.1(b)(iii)
ASSUMED TELEPHONE NUMBERS

General Phone: (847) 768-5430

Intake: (847) 768-5330

Fax: (847) 768-5478

SCHEDULE 1.1(b)(iv)
ASSUMED SOFTWARE AND HARDWARE

All software licenses, hardware leases and licenses, and all computer networks, computer systems, telecommunication systems, hardware and software used solely for the Seller's Hospital Business, including the software licenses related to the following contracts:

- Service Agreement, Provider Agreement, Software License and Services Agreement between Nebo Systems, Inc. and Maryville Scott Nolan Center dated December 26, 2006
- PRIVplus Credentialing Software Agreement between CBR Associates and Maryville Behavioral Health Hospital dated July 17, 2014
- Subscription License Agreement between Elsevier, Inc. and Maryville Behavioral Health Hospital dated March 14, 2013
- Transmission of Pharmacy Prescription Software Agreement between Best Computer Systems and Maryville Behavioral Health Hospital

SCHEDULE 1.1(b)(v)
ASSUMED INTELLECTUAL PROPERTY

None.

SCHEDULE 1.2(b)
EXCLUDED ASSETS

1. Service Agreement for landscaping between BC Landscaping and Maryville Academy dated April 1, 2013 (Global Maryville Academy Agreement)
2. Employment Agreement between Mark Friedman, M.D. and Maryville Academy dated September 17, 2012 (Global Maryville Academy Agreement)
3. Clinical Affiliation Agreement between Midwestern University and Maryville Academy dated May 24, 2012 (Global Maryville Academy Agreement)
4. Service Agreement for electronic medical records between Netsmart Technologies, Inc. and Maryville Academy dated September 27, 2012 (Global Maryville Academy Agreement)
5. Service Agreement for perimeter security between Securitas Security Services USA, Inc. and Maryville Academy dated October 25, 2013 (Global Maryville Academy Agreement)
6. Service Agreement for HVAC systems between A-1 Mechanical Services Inc. and Maryville Academy (Global Maryville Academy Agreement)
7. Service Agreement for refrigeration services between A-1 Mechanical Services Inc. and Maryville Academy (Global Maryville Academy Agreement)
8. Master Purchase Agreement and Parts and Labor Maintenance Attachment for telephone system between NEC Corporation and Maryville Academy dated June 25, 2012 (Global Maryville Academy Agreement)
9. Equipment Lease Agreement between Imagetec and Maryville Academy dated June 27, 2012 (Global Maryville Academy Agreement)
10. Equipment Maintenance Agreement between Imagetec and Maryville Academy dated June 27, 2012 (Global Maryville Academy Agreement)

SCHEDULE 2.1(b)(1)
SELLER WIRE INSTRUCTIONS

Bank Name: Northern Trust
Account Name: Maryville Academy Operating Account
Routing Number: [REDACTED]
Account Number: [REDACTED]

SCHEDULE 3.3
COMPLIANCE; NO CONFLICTS

(a)

1. Service Agreement between Mental Health Outcomes, Inc. and Maryville Academy dated July 1, 2013
2. Service Agreement, Provider Agreement, Software License and Services Agreement between Nebo Systems, Inc. and Maryville Scott Nolan Center dated December 26, 2006
3. Purchase Agreement for telephone system between NEC Corporation and Maryville Academy dated June 25, 2012
4. Service Agreement between SimplexGrinnell LP and Maryville Academy dated December 1, 2012
5. Service Agreement between Stericycle Inc. and Maryville Scott Nolan Center dated February 1, 2013
6. Participating Provider Agreement and Addendum G-Facility Provider TRICARE Program between Managed Health Network, Inc. and Maryville Academy Scott Nolan Center dated April 13, 2005, as amended October 6, 2006 and March 1, 2010
7. Facility Agreement between ValueOptions, Inc. and Maryville Academy/Scott Nolan Center dated August 17, 2004, as amended January 19, 2013
8. Professional Services Agreement between Advocate Health and Hospitals Corporation d/b/a Advocate Medical Group and Maryville Behavioral Health Hospital dated May 29, 2013
9. Services Agreement between Alexian Reference Laboratory and Maryville Academy dated May 14, 2013
10. Agreement for Participation in the Illinois Medical Assistance Program between Illinois Department of Public Aid and Maryville Academy Pharmacy dated April 29, 2004
11. Practitioner Staffing Service Agreement between Med Staff On-Call, LLC and Scott Nolan Hospital dated January 9, 2014
12. Service Agreement between Precise Ambulance Service and Scott Nolan Center dated September 15, 2010
13. Staff Agreement between Synergistic Behavior Health Care Management, Inc. and Maryville Academy dated February 6, 2014
14. Staffing Services Agreement between Total Nurses Network, LLC and Maryville Scott Nolan Psychiatric Hospital dated September 11, 2012
15. Hospital Services Agreement between Family Health Network, Inc. and Maryville Scott Nolan Hospital dated February 1, 2012

16. Hospital Agreement between Meridian Health Plan and Maryville Scott Nolan Hospital dated July 28, 2011
17. Transfer Agreement between Advocate Health and Hospitals Corporation d/b/a Advocate Lutheran General Hospital and Maryville Scott Nolan Center dated October 23, 2000
18. State of Illinois Department of Children and Family Services Contract between Illinois Department of Children and Family Services and Maryville Scott Nolan Center dated April 23, 2013, as renewed July 1, 2014
19. Data Agreements between Illinois Hospital Association and Maryville Behavioral Health Hospital dated August 23, 2013 and October 6, 2009
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21. Consultant Agreement between Behavioral Health Facility Consulting, LLC and Maryville Behavioral Health Hospital dated April 19, 2013
22. Subscription License Agreement between Elsevier, Inc. and Maryville Behavioral Health Hospital dated March 14, 2013
23. PRIVplus Credentialing Software Agreement between CBR Associates and Maryville Behavioral Health Hospital dated July 17, 2014
24. Clinical Affiliation Agreement between Loyola School of Nursing and Maryville Behavioral Health Hospital dated July 15, 2013
25. Facility Staffing Agreement between Maryville Academy and Nursefinders, LLC, dated September 8, 2011
26. Installment Sales Contract and Security Agreement for vending machines between ABVR-ALL Brands Vending Resource and Maryville Behavioral Health Hospital dated September 2012

(b)

1. See response to (a) above.
2. Consent of the Catholic Bishop of the Archdiocese of Chicago
3. Illinois Health Facilities and Services Review Board
4. Consent of Illinois Attorney General

SCHEDULE 3.5
AGREEMENTS

1. Installment Sales Contract and Security Agreement for vending machines between ABVR-ALL Brands Vending Resource and Maryville Behavioral Health Hospital dated September 2012
2. Services Agreement between Alexian Reference Laboratory and Maryville Academy dated May 14, 2013
3. Transfer Agreement between Advocate Health and Hospitals Corporation d/b/a Advocate Lutheran General Hospital and Maryville Scott Nolan Center dated October 23, 2000
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8. Consultant Agreement between Behavioral Health Facility Consulting, LLC and Maryville Behavioral Health Hospital dated April 19, 2013
9. PRIVplus Credentialing Software Agreement between CBR Associates and Maryville Behavioral Health Hospital dated July 17, 2014 (Contract expired, parties are operating under the terms thereof)
10. Uniform Rental Service Agreement between Cintas and Maryville Behavioral Health Hospital dated April 24, 2013
11. Agency Staff Agreement between Delta T Group and Maryville Behavioral Health Hospital dated April 19, 2013
12. Hospital Services Agreement between Family Health Network, Inc. and Maryville Scott Nolan Hospital dated February 1, 2012
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16. Website Data Permission Agreement between Illinois Hospital Association and Maryville Behavioral Health Hospital dated October 6, 2009

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18. Supplemental Staffing Agreement between Innovative Healthcare Service and Maryville Behavioral Health Hospital dated September 8, 2011
19. Service Agreement between KCS Psych Type, Inc. and Maryville Behavioral Health Hospital dated February 15, 2014
20. Independent Contractor Agreement between Lerwut Wongsampigoon, M.D. and Maryville Behavioral Health Hospital dated September 30, 2013
21. Referral Agreement between Leyden Family Service-SHARE Program and Maryville Behavioral Health Hospital dated March 1, 2011
22. Clinical Affiliation Agreement between Loyola School of Nursing and Maryville Behavioral Health Hospital dated July 15, 2013
23. Participating Provider Agreement and Addendum G-Facility Provider TRICARE Program between Managed Health Network, Inc. and Maryville Academy Scott Nolan Center dated April 13, 2005, as amended October 6, 2006 and March 1, 2010
24. Service Contract between McCloud Pest Control Services and Maryville Behavioral Health Hospital dated August 13, 2007 (Contract expired, parties are operating under the terms thereof)
25. Practitioner Staffing Service Agreement between Med Staff On-Call, LLC and Scott Nolan Hospital dated January 9, 2014
26. Hospital Agreement between Meridian Health Plan and Maryville Scott Nolan Hospital dated July 28, 2011
27. Service Provider Agreement between Mental Health and Deafness Resources, Inc. and Maryville Behavioral Health Hospital dated October 1, 2010 (Contract expired, parties are operating under the terms thereof)
28. Independent Contractor Agreement between Kathleen Muglia, CPNP and Maryville Behavioral Health Hospital dated February 28, 2012
29. Independent Contractor Agreement between Rachel Mullins and Maryville Behavioral Health Hospital dated October 14, 2013
30. Independent Contractor Agreement between Narayen Poornima, M.D. and Maryville Behavioral Health Hospital dated September 23, 2013
31. Service Agreement, Provider Agreement, Software License and Services Agreement between Nebo Systems, Inc. and Maryville Scott Nolan Center dated December 26, 2006
32. Independent Contractor Agreement between Mary Orth, APN and Maryville Behavioral Health Hospital dated April 6, 2012
33. Personnel Staffing Agreements between Professional Dynamic Network, Inc. and Maryville Behavioral Health Hospital dated August 30, 2013 and December 19, 2013

34. Service Agreement between Precise Ambulance Service and Scott Nolan Center dated September 15, 2010
35. Service Agreement between Rescue Eight Paramedic Service and Maryville Behavioral Health Hospital dated February 24, 2011
36. Service Agreement between Rapid-Scribe, Inc. and Maryville Behavioral Health Hospital dated December 22, 2011 and amended May 3, 2013
37. Consultant Agreement between Roche Dietitians and Maryville Behavioral Health Hospital dated July 1, 2013
38. Service Agreement between SimplexGrinnell LP and Maryville Academy dated December 1, 2012 (Contract expired, parties are operating under the terms thereof)
39. Service Agreement between Stericycle Inc. and Maryville Scott Nolan Center dated February 1, 2013
40. Staff Agreement between Synergistic Behavior Health Care Management, Inc. and Maryville Academy dated February 6, 2014
41. Participation Agreement dated May 7, 2009, Addendum dated September 25, 2009, Addendum dated May 15, 2009, Contract Launch Package, and Attachment A between MedAssets Supply Chain Systems, LLC and Maryville Academy
42. Independent Contractor Agreement between Carl Toren, M.D. and Maryville Behavioral Health Hospital dated September 23, 2013
43. Staffing Services Agreement between Total Nurses Network, LLC and Maryville Scott Nolan Psychiatric Hospital dated September 11, 2012
44. Facility Agreement between ValueOptions, Inc. and Maryville Academy/Scott Nolan Center dated August 17, 2004, as amended January 19, 2013
45. Service Agreement for landscaping between BC Landscaping and Maryville Academy dated April 1, 2013 (Global Maryville Academy Agreement)
46. Employment Agreement between Mark Friedman, M.D. and Maryville Academy dated September 17, 2012 (Global Maryville Academy Agreement)
47. Clinical Affiliation Agreement between Midwestern University and Maryville Academy dated May 24, 2012 (Global Maryville Academy Agreement)
48. Service Agreement for electronic medical records between Netsmart Technologies, Inc. and Maryville Academy dated September 27, 2012 (Global Maryville Academy Agreement)
49. Service Agreement for perimeter security between Securitas Security Services USA, Inc. and Maryville Academy dated October 25, 2013 (Global Maryville Academy Agreement)
50. Service Agreement for HVAC systems between A-1 and Maryville Academy (Global Maryville Academy Agreement)

51. Service Agreement for refrigeration services between A-1 Mechanical Services Inc. and Maryville Academy (Global Maryville Academy Agreement)
52. Master Purchase Agreement and Parts and Labor Maintenance Attachment for telephone system between NEC Corporation and Maryville Academy dated June 25, 2012 (Global Maryville Academy Agreement)
53. Equipment Lease Agreement between Imagetec and Maryville Academy dated June 27, 2012 (Global Maryville Academy Agreement)
54. Equipment Maintenance Agreement between Imagetec and Maryville Academy dated June 27, 2012 (Global Maryville Academy Agreement)
55. Memorandum of Understanding between Maryville Academy and AFSCME, Council 31 dated May 12, 2014 and those certain Agreement and General Releases between AFSCME represented employees and Maryville Academy pursuant to
56. Memorandum of Understanding between Maryville Academy and Illinois Nurses Association dated June 3, 2014 and certain Agreement and General Releases between INA represented employees and Maryville Academy pursuant to same, including that certain Agreement and General Release between Maryville Academy and Hammed Akewusola dated June 28, 2014
57. Employment and Confidentiality Agreement between Maryville Academy and Marta Banegas, M.D. dated April 26, 2012
58. Medical Director Employment and Confidentiality Agreement between Maryville Academy and Shiraz Butt, M.D. dated April 25, 2012
59. Independent Contract Agreement between Maryville Academy and Peter Nichols, M.D., dated February 24, 2014
60. Part Time Employment Physician Agreement between Maryville Academy and Barbara Twardowski, dated September 28, 2012
61. Certificated Professional Contract between Maryville Academy, Maryville Jen School and Chris Vana, dated June 19, 2013
62. Certificated Professional Contract between Maryville Academy, Maryville Jen School and Jenny Granstrom, dated June 19, 2013
63. Facility Staffing Agreement between Maryville Academy and Nursefinders, LLC, dated September 8, 2011
64. State of Illinois Department of Children and Family Services Contract between Illinois Department of Children and Family Services and Maryville Scott Nolan Center dated April 23, 2013, as renewed July 1, 2014
65. Agreement for Participation in the Illinois Medical Assistance Program between Illinois Department of Public Aid and Maryville Academy Pharmacy dated April 29, 2004
66. Cooperative Agreement between Board of Trustees of Community College District No. 535, County of Cook and State of Illinois and Maryville Academy Scott Nolan Center dated November 17, 2009

67. Service Agreement for non-hazardous wastes between Waste Management of Illinois and Maryville Scott Nolan Center dated February 2, 2009

SCHEDULE 3.6
STATUS OF THE ASSETS AND THE PREMISES

The following agreements are assets used in the operation of the Seller's Hospital Business but are not Assets:

1. Service Agreement for landscaping between BC Landscaping and Maryville Academy dated April 1, 2013
2. Employment Agreement between Mark Friedman, M.D. and Maryville Academy dated September 17, 2012
3. Clinical Affiliation Agreement between Midwestern University and Maryville Academy dated May 24, 2012
4. Service Agreement for electronic medical records between Netsmart Technologies, Inc. and Maryville Academy dated September 27, 2012
5. Service Agreement for perimeter security between Securitas Security Services USA, Inc. and Maryville Academy dated October 25, 2013
6. Service Agreement for HVAC systems between A-1 and Maryville Academy (Global Maryville Academy Agreement)
7. Service Agreement for refrigeration services between A-1 Mechanical Services Inc. and Maryville Academy (Global Maryville Academy Agreement)
8. Master Purchase Agreement and Parts and Labor Maintenance Attachment for telephone system between NEC Corporation and Maryville Academy dated June 25, 2012 (Global Maryville Academy Agreement)
9. Equipment Lease Agreement between Imagetec and Maryville Academy dated June 27, 2012
10. Equipment Maintenance Agreement between Imagetec and Maryville Academy dated June 27, 2012

SCHEDULE 3.7
ACTIONS AND PROCEEDINGS

1. Allegation of misconduct by nurse, [REDACTED] on October 5, 13, and 14, 2012. [REDACTED] was terminated on November 6, 2012. A complaint concerning her misconduct was filed with the Illinois Department of Financial and Professional Regulation. The complaint is still pending as of June 16, 2014.
2. Allegation of sexual harassment by nurse manager, [REDACTED] submitted by staff nurse on May 26, 2014. It was determined that there was insufficient evidence to support disciplinary action on June 12, 2014. [REDACTED] agreed to resign on June 16, 2014. He signed a release of all claims as part of his severance package on June 29, 2014.
3. There are seven open workers' compensation claims as of May 31, 2014 with \$124,205 reserved for same.

SCHEDULE 3.8
TAX RETURNS

Maryville Academy has not conducted a Community Health Needs Assessment for any previous or current tax years as required by the Internal Revenue Code.

SCHEDULE 3.9
INSURABILITY

1. Philadelphia Indemnity Insurance Company; General Liability; Limits: \$1M occ / \$3M Agg / \$3M Prod-Comp Ops; Expiration: June 30, 2015
 - Educators Protection Plus; Limits: \$1,000,000; Expiration: June 30, 2015
 - Umbrella Liability; Limits: \$15,000,000; Expiration: June 30, 2015
 - Executive Protection; Limits: \$10M D&O/EPL, \$1M Crime; Expiration: June 30, 2015
 - Fiduciary; Limits: \$2,000,000; Expiration: June 30, 2015
2. Philadelphia Indemnity Insurance Company; Property; Limits: \$75,159,080 Bldg / \$5,865,000 Contents; Expiration: June 30, 2015
3. Philadelphia Indemnity Insurance Company; Automobile; Limits: \$1,000,000; Expiration: June 30, 2015
4. RSUI; Excess Liability; Limits: \$10M xs \$15M; Expiration: June 30, 2015
5. North River; Excess Liability; Limits: \$25M xs \$25M; Expiration: June 30, 2015
6. Arch; Property; Limits: \$5,000,000; Expiration: June 30, 2015
 - Flood
 - Surplus Lines Tax
7. Safety National; Workers' Compensation; Limits: Statutory WC; \$1,000,000 EL; Expiration: June 30, 2015
 - Workers' Compensation Excess
 - Workers' Compensation Bond
8. Hays; Workers' Compensation; Limits: Statutory WC; \$1,000,000 EL; Expiration: June 30, 2015
9. Fidelity; Federal Flood 1; Limits: \$500,000 Bldg / \$500,000 Contents; Expiration: August 14, 2014
10. Fidelity; Federal Flood 2; Limits: \$81,000 Bldg / \$24,600 Contents; Expiration: August 14, 2014
11. Philadelphia Indemnity Insurance Company; Special Event Policy; Limits: \$1,000,000; Expiration: April 30, 2015
12. American Safety; Underground Storage Tank; Limits: \$1,000,000; Expiration: September 18, 2015

13. Nautilus Insurance Company; Healthcare Professional Liability Insurance Policy, Limits: \$1,000,000 per claim, \$3,000,000 aggregate (claims-made); Expiration: April 1, 2015
14. Nautilus Insurance Company; Excess-Umbrella, Limits: \$5,000,000 per claim, \$5,000,000 aggregate (claims-made); Expiration: April 1, 2015

SCHEDULE 3.11
CONDITION OF AND WITH RESPECT TO THE PREMISES

(b) See table below:

Building/Location	Capital Improvements or Renovations Planned or Underway
A	Repair 2 6"x50' downspouts
A	Repair 1 6"x15' downspout section
A	Rod 4 downspouts 50' x 30' to discharge point.
Exterior D	Repair rear flood control. Check valve and piping
Exterior D	Repair wall and roof at Employee Entrance
C	Replace food steamer in Cafeteria
C	Repair compressor or replace two-door freezer
Maintenance Shop	Remediate mold in Shop – Out building
Maintenance Shop	Siding for Shop – Out building
A	Repair penetrations and re-frame utility closet 3 rd Floor North
A	Re-feed electric supply to condensing unit North East corner. Supplies 3 rd floor North coordinator A/C.
D	Ventilation in pool
D	Repair roof/wall Gym addition (former weight room) and replace gutters
D	Repair brickwork in Gym and stairway walls of Building D
A and B	Tuck pointing, brickwork and lintels east side Buildings A and B, south side Building B.
Exterior	Re-build retaining wall at South West corner of property.
D	Replace rooftop air handler for school/outpatient. Feeds hallway.
C	Replace kitchen make-up air handler
Exterior	Replace fuel gauge on generator
B	Inspect transfer switches Nos. 1 and 2.
B	Install A/C and heat on 3 rd floor, South Nurses Station, Dayroom and Hall.

(c) Mental Health and Deafness Resources, Inc. utilizes the Deaf and Hard of Hearing Unit on the 2nd floor of the hospital to provide hearing services pursuant to an oral agreement

(d) The Illinois Department of Transportation plans to raise the elevation of the nearby Rand Road bridge that crosses the Des Plaines River, eliminate the existing Rand Road entrance to/exit from the facility, create a new entrance/exit to the facility, and engage in flood mitigation efforts beginning in January 2017.

(f) None.

(g) None.

(h) See response to (b) above

(i)

- See response to (b) above
- Service Agreement for HVAC systems between A-1 and Maryville Academy
- Disaster Services Remediation, Inc., Mold Remediation Services Quote dated June 13, 2012
- Disaster Services Remediation, Inc., Mold Remediation Services Quotes dated July 18, 2012
- Mold Air Tests, Mold Inspection Specialists, LLC dated April 24, 2013
- Mold Test Reports and Mold Remediation Plan, Mold Inspection Specialists, LLC dated August 30, 2011
- Inchoate mechanics lien claims arising from lienable work has been performed on behalf of the Seller for which payment is not yet due and owing

(l) Once a year the Premises is subject to a special assessment by the Metropolitan Water Reclamation District of Greater Chicago related to the discharge of water into the Des Plaines River. The next such assessment is due in February 2015. The assessments paid for 2013 was \$996.40.

SCHEDULE 3.12
HILL-BURTON AND OTHER LIENS

None.

SCHEDULE 3.13
BROKERS

None.

SCHEDULE 3.15
COMPLIANCE WITH LAW

(b)

- Maryville Academy has not conducted a Community Health Needs Assessment for any previous or current tax years as required by the Internal Revenue Code.

(h)

- Certificates of Inspection of Boiler Rooms (3), Office of the Illinois State Fire Marshall, Expiration: September 7, 2014
- Business Registration and Alarm Certificate, Des Plaines Registration / Licensing Division, Expiration: December 31, 2014
- Certificates of Elevator Inspection (2), Des Plaines Community and Economic Development Department, Date of Inspections: May 21, 2014
- 2014 Health Certificate, Des Plaines Department of Community Development
- Pharmacy Controlled Substance License, State of Illinois Department of Financial and Professional Regulation, Expiration: March 31, 2016
- Pharmacy Onsite Institutional Licenses, State of Illinois Department of Financial and Professional Regulation, Expiration: March 31, 2016
- Accreditation, The Joint Commission Hospital Accreditation Program, Dated: January 24, 2013
- Certificate of Waiver, Clinical Laboratory Improvement Amendments, Centers for Medicare and Medicaid Services, Expiration: November 8, 2014
- License to provide alcohol and dependency services, Illinois Department of Human Services Division of Alcoholism and Substance Abuse, Expiration: January 31, 2015
- Psychiatric Hospital License, Illinois Department of Public Health, Expiration: November 30, 2014

(j)

- National Provider Identifier: 1518905173
- Illinois Department of Children and Family Services Agreement dated August 23, 2013, Contract Number: 2405214034
- Illinois Medical Assistance Program Pharmacy Agreement dated April 29, 2004, IDPA: 362170873009

- Illinois Healthcare and Family Services, Medicaid Provider Agreement, IDPA: 362170873012
- Managed Health Network, Inc. (TRICARE) Agreement dated April 15, 2005 and amended October 4, 2006 and March 1, 2010, Provider Number: 348141
- Hospital Agreement between Meridian Health Plan and Maryville Scott Nolan Hospital dated July 28, 2011 – National Provider Identifier used
- Facility Agreement between ValueOptions, Inc. and Maryville Academy/Scott Nolan Center dated August 17, 2004, as amended January 19, 2013 – National Provider Identifier used

SCHEDULE 3.16
CERTAIN POST-FINANCIAL STATEMENT DATE RESULTS

- (b) Beginning in April 2014, Maryville Academy planned on closing the Maryville Behavioral Hospital, which resulted in scaling down business operations and decreasing the number of patients served. As a result, revenues declined.
- (c) The Illinois Nurses Association engaged in a five-day strike from March 10, 2014 to March 14, 2014.

SCHEDULE 3.18
COMPLIANCE PROGRAM

None.

SCHEDULE 3.19
HIPAA COMPLIANCE

None.

SCHEDULE 3.21
PATIENT TRUST FUNDS

None.

SCHEDULE 3.23
ENVIRONMENTAL LAWS

(b)

- An above-ground 1,000 gallon diesel fuel storage tank exists to supply the back-up generator.
- Asbestos has been located in Building D's flooring and pipe-wrapping. Given the ages of the Maryville Behavioral Hospital buildings, additional asbestos is likely present.
- Any asbestos or asbestos containing material identified in the following:
 - Comprehensive Inspection and Management Plan, Asbestos Consultants dated March 26, 2001
- Any recognized environmental conditions identified in the following:
 - DECA Pre-survey Questionnaire dated July 2014
 - EDR Radius Map, EDR Environmental Data Resources Inc. dated September 1, 2006
 - Phase 1 Environmental Assessment, AES Due Diligence, Inc. dated September 25, 2006
 - AHERA Three-year Reinspection, MKA Environmental Consulting, Inc. dated November 9, 2005
 - Phase 1 Environmental Study, Turnkey Environmental Consultants, Inc. dated April 30, 1999

(c) None.

SCHEDULE 3.24
EMPLOYEES

- (a) See attached

- (b) Nurses employed to provide services at Maryville Behavioral Health Hospital have elected the Illinois Nurses Association ("INA") as their bargaining representative and a number of designated non-supervisory staff have elected AFSCME, Council 31 ("AFSCME") as their bargaining representative. Maryville Academy entered into "effects" bargaining with both unions and has the following agreements with such unions in connection with the effects of its previous decision and plan to close Maryville Behavioral Health Hospital: (i) Memorandum of Understanding between Maryville Academy and AFSCME dated May 12, 2014; and (ii) Memorandum of Understanding between Maryville Academy and INA dated June 3, 2014. Maryville Academy is party to no collective bargaining agreements with the INA or AFSCME and is not currently in negotiations with either union regarding employees providing services at Maryville Behavioral Health Hospital. However, Maryville Academy is in collective bargaining negotiations with AFSCME regarding non-Maryville Behavioral Health Hospital employees.

- (c) See response to (b) above

- (d) None.

- (e) None.

- (f) Medical Director Employment and Confidentiality Agreement between Maryville Academy and Shiraz Butt, M.D. dated April 25, 2012 has no without cause termination rights

As of June 27, 2014

Job Title	Hire Date	Rate	Des	Type	Annual Salary	Employee Type	Home Cost Number	Home Cost Number Description	Status
Medical Records/Anal	10/05/1989	17.12	Hourly	Full-time Regular	35,610	Full-time Regular	4016020040	SNC Acute Administration	Active
Chief Nurse Officer	06/29/2013	5,364.62	Salary	Full-time Regular	140,000	Full-time Regular	1016020040	SNC ACUTE/DH/HPHP PROGRAM	Active
Nurse Manager	09/09/2013	3,076.92	Salary	Full-time Regular	ON LEAVE	Part-time II	1016020040	SNC ACUTE/DH/HPHP PROGRAM	Active
Pharmacist	09/09/2013	45.00	Hourly	Part-time II	Less than 16hr/wk	Part-time II	1016020040	SNC PHARMACY	Active
Dietary Aide	05/29/2011	8.33	Hourly	Full-time Regular	17,326	Full-time Regular	2116000090	SNC FOOD SERVICE	Active
Psychiatrist	09/12/2011	28.66	Hourly	Part-time I/Regular	Avg betw 32-39 hr/wk	Part-time I/Regular	1016020048	SNC Girl's Adolescent Unit	Active
Milieu Manager	05/07/2012	8,439.23	Salary	Full-time Regular	219,420	Full-time Regular	1016020040	SNC ACUTE/DH/HPHP PROGRAM	Active
Psychiatric Nurse	07/02/2012	1,961.54	Hourly	Full-time Regular	51,000	Full-time Regular	1016020040	SNC ACUTE/DH/HPHP PROGRAM	Active
Milieu Manager	12/07/2009	33.23	Hourly	Part-time I/Regular	Avg betw 32-39 hr/wk	Part-time I/Regular	1016020048	SNC ACUTE/DH/HPHP PROGRAM	Active
Psychiatric Nurse	01/18/2010	14.57	Hourly	Full-time Regular	ON LEAVE	Full-time Regular	1016020040	SNC Girl's Adolescent Unit	Active
Mental Health Counselor	01/28/2013	2,903.07	Hourly	Full-time Regular	75,480	Full-time Regular	1016020040	SNC Young Adult Unit	Active
Staff Development	11/21/2011	15.00	Hourly	Full-time Regular	ON LEAVE	Full-time Regular	1016020047	SNC ACUTE/DH/HPHP PROGRAM	Active
Mental Health Counselor	02/18/2013	1,597.20	Hourly	Full-time Regular	41,527	Full-time Regular	2116000090	SNC Boy's Adolescent Unit	Active
Mgr of Food Services	06/29/2009	10,788.46	Salary	Full-time Regular	280,500	Full-time Regular	1016020040	SNC FOOD SERVICE	Active
Medical Director	12/05/2011	30.89	Hourly	Full-time Regular	ON LEAVE	Full-time Regular	1016020043	SNC ACUTE/DH/HPHP PROGRAM	Active
Psychiatric Nurse	01/05/2000	63.895	Hourly	Full-time Regular	ON LEAVE	Full-time Regular	2116000090	SNC Children's Unit	Active
Cook	10/27/1989	10.91	Hourly	Full-time Regular	34,611	Full-time Regular	3116000090	SNC FOOD SERVICE	Leave
Maintenance Worker	10/17/2011	16.64	Hourly	Full-time Regular	29,120	Full-time Regular	1016020040	SNC MAINT/SECURITY	Active
Mental Health Counselor	08/26/2013	14.00	Hourly	Full-time Regular	77,000	Full-time Regular	1016020047	SNC ACUTE/DH/HPHP PROGRAM	Active
Shift Supervisor	10/09/2001	2,961.54	Hourly	Full-time Regular	20,738	Full-time Regular	2216000090	SNC Boy's Adolescent Unit	Active
Housekeeping Aide	07/21/2008	18.00	Hourly	Full-time Regular	37,440	Full-time Regular	1016020040	SNC HOUSEKEEPING	Active
Intake Coordinator	10/29/2010	14.05	Hourly	Full-time Regular	29,224	Full-time Regular	1016020044	SNC ACUTE/DH/HPHP PROGRAM	Active
Mental Health Counselor	10/27/1998	10.56	Hourly	Full-time Regular	21,965	Full-time Regular	2116000090	SNC Young Adult Unit	Active
Dietary Aide	12/19/1988	15.92	Hourly	Full-time Regular	33,114	Full-time Regular	1016020090	SNC FOOD SERVICE	Active
Housekeeping Aide	07/18/2006	15.92	Hourly	Full-time Regular	33,114	Full-time Regular	1016020048	SNC HOUSEKEEPING	Active
Mental Health Counselor	09/23/2001	34.90	Hourly	Full-time Regular	72,592	Full-time Regular	1016020040	SNC GIRL'S ADOLESCENT UNIT	Active
Infection Control Nurse-Shift Supr	12/19/2011	37.46	Hourly	Part-time II	Less than 16hr/wk	Part-time II	1016020040	SNC ACUTE/DH/HPHP PROGRAM	Active
Clinical Dietician	02/13/2012	13.04	Hourly	Full-time Regular	27,123	Full-time Regular	2116000090	SNC ACUTE/DH/HPHP PROGRAM	Active
Doctoral Intern	08/13/2012	578.92	Salary	Full-time Regular	15,000	Full-time Regular	1016020040	SNC FOOD SERVICE	Active
Milieu Manager	05/07/2012	2,079.24	Salary	Full-time Regular	54,000	Full-time Regular	1016020040	SNC ACUTE/DH/HPHP PROGRAM	Active
Assessment - Referral Specialist	04/23/2013	1,423.54	Salary	Full-time Regular	37,012	Full-time Regular	1016020040	SNC ACUTE/DH/HPHP PROGRAM	Active
Facilities Manager	09/30/1989	2,224.39	Salary	Full-time Regular	57,834	Full-time Regular	3116000090	SNC MAINT/SECURITY	Active
Doctoral Intern	10/21/2013	769.23	Salary	Full-time Regular	20,000	Full-time Regular	1016020040	SNC ACUTE/DH/HPHP PROGRAM	Active
Mental Health Counselor	10/29/2007	17.00	Hourly	Full-time Regular	35,360	Full-time Regular	1016020040	SNC ACUTE/DH/HPHP PROGRAM	Active
Psychiatric Nurse	11/09/2011	30.22	Hourly	Part-time II	Less than 16hr/wk	Part-time II	1016020043	SNC Children's Unit	Active
Housekeeping Aide	07/12/2000	24.232	Hourly	Full-time Regular	24,232	Full-time Regular	2216000090	SNC HOUSEKEEPING	Active
Psychiatric Nurse	11/21/2011	31.00	Hourly	Full-time Regular	64,480	Full-time Regular	1016020043	SNC HOUSEKEEPING	Active
Psychiatric Nurse	01/03/2012	14.00	Hourly	Full-time Regular	28,120	Full-time Regular	1016020047	SNC Boy's Adolescent Unit	Active
Mental Health Counselor	01/17/1994	1,690.88	Hourly	Full-time Regular	43,962	Full-time Regular	4016020040	SNC Acute Administration	Active
Medical Clerk/Biller	10/27/1999	12.29	Hourly	Full-time Regular	25,563	Full-time Regular	2116000090	SNC FOOD SERVICE	Active
Dietary Aide	10/27/1999	8.95	Hourly	Full-time Regular	19,618	Full-time Regular	2116000090	SNC FOOD SERVICE	Active
Dietary Aide	06/30/2010	14.63	Hourly	Full-time Regular	30,430	Full-time Regular	1016020048	SNC Girl's Adolescent Unit	Active
Mental Health Counselor	10/04/2000	14.81	Hourly	Full-time Regular	30,805	Full-time Regular	4016020040	SNC Acute Administration	Active
Medical Records/Anal	01/03/2012	13.91	Hourly	Full-time Regular	28,933	Full-time Regular	1016020048	SNC Acute Administration	Active
Mental Health Counselor	03/03/2013	6,538.46	Hourly	Full-time Regular	170,000	Full-time Regular	4016020040	SNC Girl's Adolescent Unit	Active
Nolan Chief Executive Officer	04/03/2006	9.70	Hourly	Full-time Regular	20,176	Full-time Regular	2216000090	SNC HOUSEKEEPING	Active
Housekeeping Aide	10/27/1999	40.80	Hourly	Full-time Regular	84,864	Full-time Regular	1016020048	SNC HOUSEKEEPING	Active
Shift Supervisor	07/15/2013	29.81	Hourly	Full-time Regular	ON LEAVE	Full-time Regular	1016020048	SNC Girl's Adolescent Unit	Active
Psychiatric Nurse	12/30/2013	18.50	Hourly	Part-time II	Less than 16hr/wk	Part-time II	1016020048	SNC DHH Unit	Leave
Therapeutic Recreational Specialist	10/27/1999	9.56	Hourly	Full-time Regular	20,717	Full-time Regular	2216000090	SNC ACUTE/DH/HPHP PROGRAM	Active
Housekeeping Aide	12/14/2009	3,530.77	Hourly	Full-time Regular	91,800	Full-time Regular	1016020040	SNC HOUSEKEEPING	Active
Dir of Clin Serv	10/27/1999	15.30	Hourly	Full-time Regular	31,624	Full-time Regular	1016020040	SNC ACUTE/DH/HPHP PROGRAM	Active
Pharmacy Technician	10/27/1999	1,585.49	Hourly	Full-time Regular	41,223	Full-time Regular	2216000090	SNC PHARMACY	Active
Housekeeping Supervisor	10/27/1999	12.42	Hourly	Full-time Regular	25,834	Full-time Regular	4016000090	SNC HOUSEKEEPING	Active
Receptionist	10/04/1989	2,520.72	Hourly	Full-time Regular	65,536	Full-time Regular	4016000090	SNC ADMINISTRATION	Active
Mgr of Qual Improvem.	06/03/2013	2,115.36	Hourly	Full-time Regular	55,000	Full-time Regular	4016020040	SNC Acute Administration	Active
Executive Secretary	10/02/2006	35.22	Hourly	Part-time I/Regular	Avg betw 32-39 hr/wk	Part-time I/Regular	4016020043	SNC Acute Administration	Active
Psychiatric Nurse	10/27/1999	12.30	Hourly	Full-time Regular	25,584	Full-time Regular	2116000090	SNC Children's Unit	Active
Dietary Aide								SNC FOOD SERVICE	Active

SCHEDULE 3.25
EMPLOYEE BENEFIT PLANS

(a)

- Maryville Academy Pension Plan effective April 2, 2013
- Maryville Academy 403(b) Employer Matching Contribution Plan
- Medical Plan through Catholic Charities USA
- Vision Plan through Catholic Charities USA and VSP
- Dental Plan through Delta Dental of Illinois
- Basic Term Life Insurance Plan through The Prudential Insurance Company of America
- Accidental Death & Dismemberment Plan through The Prudential Insurance Company of America
- Long Term Disability Plan through The Prudential Insurance Company of America

(c) None.

(d) None.

(g) None.

(i) None.

(k) Certain retired employees of Maryville Academy who were employed for 10 years as of July 1, 2005 continue to receive medical and dental benefits from Maryville Academy, and eight current employees of Maryville Academy who do not provide services at Maryville Behavioral Health Hospital are eligible to receive such benefits when they retire.

(l)

- Memorandum of Understanding between Maryville Academy and AFSCME dated May 12, 2014 and certain Agreement and General Releases between AFSCME represented employees and Maryville Academy pursuant to same

- Memorandum of Understanding between Maryville Academy and INA dated June 3, 2014 and certain Agreement and General Releases between INA represented employees and Maryville Academy pursuant to same
- All Maryville Behavioral Health Hospital employees will receive the severance benefits described in the attached document.

SEVERANCE PACKAGE:

Full Time

- One-thousand (\$1,000) dollars [< 8 years continuous active service]
- Two-thousand (\$2000) dollars [> 8 years continuous active service]
(measured by most recent hire date)
- Six hundred and fifty (\$650) or one (1) weeks pay for each year of continuous active service, starting from the employee's most recent date of hire, and pro-rated for months of service.
(calculated at the employee's base hourly rate times forty (40) hours)

Part Time I

- Eight hundred (\$800) dollars
- Five hundred (\$500) dollars or one (1) weeks pay for each year of continuous active service, starting from the employee's most recent date of hire, and pro-rated for months of service.
(calculated at the employee's base hourly rate times thirty-two (32) hours)

Part Time II

- Five hundred (\$500) dollars
- Three hundred and fifty (\$350) or one (1) weeks pay for each year of continuous active service, starting from the employee's most recent date of hire, and pro-rated for months of service.
(calculated at the employee's base hourly rate times twenty (20) hours)

All severance will be subject to the following deductions: applicable federal, state and local withholding taxes, legally required garnishments; any required Flexible Spending Account contributions; and any insurance premiums or other amounts advanced to the employee due and owing Maryville.

Vacation

All current and unused accrued vacation time will be paid out

SCHEDULE 3.26
DISCLOSURES

None.

SCHEDULE 3.26(1)
PURCHASER'S DILIGENCE REQUESTS

See attached.

MARYVILLE BEHAVIORAL HEALTH HOSPITAL

SUPPLEMENTAL DILIGENCE REQUEST

June 18, 2014

The following sets forth the additional documents and information Benesch, Friedlander, Coplan & Aronoff LLP ("BFCA") would like to review in connection with the potential acquisition of Maryville Behavioral Health Hospital (the "Hospital") by US Healthvest, LLC (the "Purchaser"). Copies of any requested documents should be posted to the McDermott, Will & Emery online data room (the "Data Room"). This supplemental diligence request is in addition to and does not replace any prior diligence requests of BFCA or the Purchaser.

I. Corporate Information; Governance

A. Folder 1B:

1. The BOD Bylaws (4-30-13 version) are not executed. Please provide an executed copy. Please also advise regarding the status and expected timing associated with securing the approval of the Catholic Bishop of the Archdiocese of Chicago.

II. Licenses

A. Folder 2A:

1. Please provide the Medicaid Provider Agreement for Maryville Behavioral Health Hospital. Please also provide any other relevant information regarding the hospital's enrollment as a Illinois Medicaid provider.
2. The Medicaid Provider Agreement for Maryville Academy Pharmacy is incomplete. Please provide a complete, signed copy of this agreement and any other relevant information regarding the pharmacy's enrollment in the Illinois Medicaid Program
3. The Second Amendment to the Participating Provider Agreement by and between MHN, Inc. and Maryville Academy Scott Nolan Center has been provided. Please provide the original Participating Provider Agreement and the First Amendment to the Participating Provider Agreement.

III. Taxes; Financial Statements

A. Folder 3B:

1. The 2012 and 2013 AG 990 both indicate that the Company answered "Yes" to questions 1 and 2 on page 2, concerning court actions and misappropriation of funds. The AG 990 does not contain a detailed explanation regarding such "Yes" answers. Please provide the required

attachment, or, in the alternative, provide an explanation of the events underlying such answers.

IV. Contracts

A. Folder 4M:

1. Did the Hospital acquire the device and software referenced in the Yellow Dogs Network quotation from 2011? If so, please provide copy of all license agreements, terms and conditions or other contracts related to the provided quote.
2. The provided SimplexGrinnell Service Agreement expired on November 30, 2013. Is this agreement still in effect? Please provide any renewals or extensions.

B. Folder 4N:

1. Please provide executed versions of the following business associate agreements:
 - a. Kathleen Muglia, CPNP
 - b. Narayen Poornima, M.D.
 - c. Lerwut Wongsarnpigoon, M.D.
 - d. Peter Nichols, M.D.

C. Folder 4O:

1. Please provide the pricing schedule for the Reference Laboratory Services Agreement with Alexian Reference Laboratory.
2. Please provide a legible rate schedule for the Supplement Staffing Agreement with Innovative Healthcare Service.
3. Please provide a complete copy of the Personnel Staffing Agreement with Professional Dynamic Network, Inc. (the agreement is missing at least one page).
4. The Service Agreement with Rapid-Scribe, Inc. appears to have expired. Are services still being provided under this agreement? Is there any evidence of renewal?
5. Please provide a fully executed copy of the Service Agreement with Rescuc Eight Paramedic Services, Inc.

6. Please provide a fully executed copy of the General Staffing Agreement and BAA with Synergistic Behavioral Health Care Management, Inc.

D. Folder 4P:

1. Facility Applications were provided for the Hospital to participate in payer programs operated by Land of Lincoln Health and Value Options, Inc. Was the Hospital approved for participation in any of these plans? If so, please provide copies of provider agreements or other terms and conditions governing these programs.

E. Folder 4R:

1. The Psychiatric Hospitalization Contract with the State of Illinois Department of Children and Family Services will expire on June 30, 2014, unless renewed by the State of Illinois. Has the state of Illinois indicated that it is going to renew this agreement?

V. Employees/Labor

- A. As discussed on our conference call with Frank Pawlak and Sister Catherine Ryan yesterday, June 18, 2014, please provide the following:
 1. All exhibits to the INA and AFSCME agreements
 2. A sample copy of the release agreement
 3. List of employees who have executed release agreement
 4. Proof of payment of severance to those employees
 5. Correspondence with unions regarding closure of facility
 6. Correspondence with unions regarding sale, including union requests for information and responses thereto,
 7. Bargaining proposals and notes from all negotiation sessions

VI. Other

- A. Please provide relevant information or confirm "None" with respect to each of the remaining items not otherwise responded to from our Initial Diligence Request.

MARYVILLE BEHAVIORAL HEALTH HOSPITAL

LEGAL DUE DILIGENCE REQUEST

MAY [], 2014 (UPDATED BY MWE AND MARYVILLE, JUNE 16, 2014)

Benesch, Friedlander, Coplan & Aronoff LLP ("BFCA") is serving as counsel to U.S. HealthVest, LLC and its subsidiaries and affiliates ("Purchaser") in connection with the potential acquisition of the real property described in Exhibit A hereto and other assets of Maryville Academy d/b/a Maryville Behavioral Health Hospital (the "Company") used in the operation of Maryville Behavioral Health Hospital (the "Hospital") (collectively, the "Transaction"). Purchaser understands that Company will produce information in its possession responsive to this Due Diligence Request that relates to the Transaction only, and not Company's unrelated operations, assets or real estate.

The following sets forth the documents and information BFCA would like to review related to the business and operations of the Hospital and the assets being acquired or leased pursuant to the Transaction. Copies of the requested documents should be either: (1) sent to the attention of Alan E. Schabes, Esq. at Benesch, Friedlander, Coplan & Aronoff LLP, 200 Public Square, Cleveland, Ohio 44118; (2) e-mailed in electronic form to aschabes@beneschlaw.com; or (3) posted in a printable format to an online data room.

For all requests, please provide information with respect to the Company and all Affiliates (as defined below) to the extent the Affiliates own, lease or have any other rights or interest in any of the assets that are or may become a part of the Transaction. Any reference to the Company includes Affiliates to the extent applicable, whether or not expressly stated. Documents, contracts or agreements that do not relate to the Transaction in any way and are primarily related to the assets or operations of the Company that will be retained by the Company or an Affiliate following the Transaction do not have to be provided. We understand that certain documents may be redacted to remove information unrelated to the Transaction.

If no documents are responsive to a particular item, please so indicate. To the extent any document requests are duplicative, it is not necessary to provide more than one copy of any given document. In addition to the materials listed below, BFCA may also require such further information as may be reasonably necessary during the completion of the due diligence review.

DEFINITIONS

For purposes of this request, the following terms shall have the meanings set forth below:

"Affiliates" include all entities owned or controlled by the Company, entities that own or control the Company, and entities that are under common control the Company or are otherwise related to or affiliated with the Company or own or operate assets that are used in the operation of the Hospital and/or will be acquired or leased as part of the Transaction, including:

"Governmental Entity" means any federal, state or local governmental, quasi-governmental or regulatory agency, authority, regulator, body, tribunal, board, commission or their designees.

"Laws" means any constitutional provision, statute, ordinance, law, rule, regulation, interpretation, standard, policy or order of any Governmental Entity.

"Health Care Laws" includes Laws prohibiting the payment of remuneration for referrals for health care products or services, Laws prohibiting referrals by health care professionals to related entities, Laws governing the processing and payment of claims for payment under a governmental or non-governmental health plan, Laws governing third party administrators and similar organizations, Laws governing billing and claims agents and similar organizations, Laws governing the protections of health care information and patient privacy, and all other Laws relating to health care providers, the health insurance industry and the provision of and payment for health care services. Health Care Laws shall not include laws of States or jurisdictions that Maryville is not subject to.

INFORMATION REQUEST

[Note: Confirm "None" Responses.]

I. Corporate Information; Governance.

- A. List or organizational chart that includes legal name, type of entity, relationships (*i.e.*, management structure and reporting lines) and ownership percentages of the Company and all Affiliates. **NO AFFILIATES**

Status: **COMPLETED**

- B. Certificate(s) of Incorporation and Bylaws (or similar governing documentation), as amended to date for the Company and/or Hospital, as appropriate.

Status: **COMPLETED**

- C. Any partnership, joint venture, affiliation or similar agreements with respect to the Company or the operation, lease, management, or ownership of any healthcare related enterprise or operation that is part of the Transaction. **NONE**
- D. List of the states where the Company and each Affiliate is qualified or licensed to do business as a foreign corporation and a description of its activities in any such states and any other jurisdictions. **NONE**
- E. A list of the current members, directors, trustees or other governing board members and officers of the Company and each Affiliate, including all committees and committee membership, and other positions held by each such individual and the dates during which such positions have been held.

Comments: Board committee assignments not updated, not sent yet; List of MVA Board and Hospital Board provided

Status: **COMPLETED**

- F. All assumed, fictitious and other business names under which the Company is conducting business, or has conducted business in the past, including for each such name the jurisdiction in which such name was protected under relevant law and the date of such filing, if any. **NONE**
- G. Any agreements related to the acquisition or divestiture of the Company or substantially all of the assets of the Company, or placing restrictions on the sale, transfer or lease of assets by the Company. **NONE**
- H. Description of internal corporate governance system, including copies of any code of conduct or ethical standards, conflicts of interest policy, "whistleblower" policies and handling of internal investigations.

Status: **COMPLETED**

- I. Any agreements restricting or limiting the Company's operations or restricting the Company from doing business or competing in any manner in any business or geographical area. **NONE**

II. Licensure, Accreditation, Certification.

- A. Evidence of current qualification for participation in the Medicare NA/Medicaid/TRICARE and any other government payment programs, including any actual, pending or proposed program validation or program integrity review in the past three (3) years and 855A or other organizational amendments or updates filed in the past three (3) years.

Status: **COMPLETED**

- B. List and copies of all material notices, permits, licenses, approvals, certificates of need and other certificates or approvals obtained or required to be obtained from any Governmental Entity (the "Permits"), or any other approvals or permits required to be held, in connection with the ownership and operation of the Hospital, including expiration date and status. Indicate the extent to which any of the permits, licenses, approvals and certificates will be affected by the Transaction.

Status: **COMPLETED**

- C. All documents relating to any governmental or other grant/subsidy programs in which the Hospital participates (such as the Hill Burton program, 340B drug pricing program, government demonstration projects, Medicare ACO, etc.) or any state or local grants, contributions, subsidies, or appropriations, including any

findings or allegations of noncompliance with the terms and conditions of such programs. **NONE**

- D. Copies of any cost reports filed with any Governmental Entity or agency during the last three (3) years and copies of all correspondence to and from any Governmental Entities in connection with the same.

Status: **COMPLETED**

- E. Summary of all open cost report settlement accounts by year and by payer; list of open Medicare/Medicaid program years and audit status, the most recent tentative or final Medicare/Medicaid settlements and the audit adjustments from the most recent audited cost reports.

Comments: Norm Joyce will provide info to buyer on Monday 6-16-14.

Status: **COMPLETED**

- F. Copies of all applications, correspondence or agreements with respect to the issuance of, renewal of or the operation of the Hospital under the Permits.

Status: **COMPLETED**

- G. Description of any allegations that the Company is acting in violation of any Health Care Law or other requirement of any Governmental Entity, and copies of all notices, reports, enforcement actions and correspondence with respect to any of the foregoing. **NONE**

- H. Sample billing statements and summary of Medicare, Medicaid, TRICARE and third party payor denials, as well as any Recovery Audit Contract ("RAC"), Zone Program Integrity Coordinator ("ZPIC") or other government or private auditor audit activity during the past three (3) years. **NONE**

- I. All documents relating to the Company sent to or received from federal or state intermediaries for Medicare, Medicaid, TRICARE and any other governmental or private payor programs during the last three (3) years including, without limitation, requests for exceptions, exemptions and adjudication or administrative hearings, including any responses received to such requests, and documents related to rate setting.

Status: **COMPLETED**

- J. Documents relating to any pending or threatened decertification or civil monetary penalties or other regulatory sanctions for the Company.

Status: **COMPLETED**

- K. All accreditation documents, including JCAHO or other agency accreditation reports, surveys, applications, plans of correction, and correspondence and copies of any status reports to accreditation bodies in the past three (3) years.

Status: **COMPLETED**

- L. Identify any known Life Safety Code or Building Code deficiencies.

Status: **COMPLETED**

- M. Any other information regarding any other issues known that may materially impact reimbursement presently or in the future (including subsequent impacts on any cost reports still subject to being re-opened). **NONE**

- N. List of all Hospital sites or locations billed as "provider based" under the Medicare program, and a copy of any attestations filed with respect to each such location and CMS responses to such attestations. **NONE**

III. Taxes; Financial Statements.

- A. List of the tax status of the Company and each Affiliate, and, for each tax-exempt entity, a copy of the determination letter issued by the IRS to such entity.

Status: **COMPLETED**

- B. Copies of all tax returns, reports or disclosures submitted by the Company or any Affiliate to any Governmental Entity in the past three (3) years (including IRS Form 990 and any other informational returns).

Status: **COMPLETED**

- C. Documentation related to tax-exempt bond-financed property, if any, including all bond financing documents and all official statements used in connection with issuance of any bonds. **NONE**

- D. Copy of any correspondence received from the IRS within the past three (3) years related to any audit or investigation by the IRS of the Company or any tax-exempt bonds for the benefit of the Company. **NONE**

- E. Copies of all settlement documents, closing agreements and correspondence with the IRS or any state or local tax authorities relating to the Company within the past three (3) years. **NONE**

- F. All audited financial statements for the past three (3) years and the most current interim (unaudited) financial statements of the Company and each Affiliate.

Status: **COMPLETED**

- G. Any management representation letters to, and reports and management letters from, the auditors of the Company and each Affiliate for the past three (3) years.

Status: **COMPLETED**

- H. Description of any off-balance sheet items not included, or explained in detail, in the financial statements for the last three (3) years.

Comment: The only "off balance sheet" item relating to Maryville was for the pension liability for FY 2012 and prior years. During that time, Maryville was a participant in a Multi-Employer Church Plan sponsored by Catholic Charities of Chicago. Effective 4/2/13, Maryville spun-off the assets and liabilities relating to their employees and subsequently represented these items on their balance sheet as of the end of FYI 2013. Prior to FY 2013 the pension liability was shown on the Catholic Charities balance sheet.

Status: **COMPLETED**

- I. Description of any non-GAAP information contained in the financial statements for the last three (3) years, including an explanation of how they differ from GAAP and a reconciliation with GAAP. **NONE**

IV. Contracts, Liabilities and Commitments.

- A. Employment, consulting, advisory and other similar agreements or arrangements.

Status: **COMPLETED**

- B. Management agreements. **NONE**

- C. Agreements or arrangements with agents and brokers or similar persons or entities. **NONE**

- D. Agreements or arrangements with current or former members, managers, officers, employees and affiliates (and any members, managers, officers and employees of any such affiliate), other than employment agreements. **NONE**

- E. Contracts for capital expenditures or the purchase by the Company of materials, supplies, equipment or services in amount in excess of \$5,000.00 annually

Status: **COMPLETED**

- F. Agreements relating to any sale-leaseback transactions. **NONE**

- G. Confidentiality agreements.

Status: **COMPLETED**

- H. License or royalty agreements and arrangements. **NONE**
- I. Powers of attorney for any purpose whatsoever. **NONE**
- J. Options or contracts or understandings relating to the purchase or sale of any of the Company's assets, properties or rights. **NONE**
- K. Pledges, conditional sales or other security agreements with respect to the acquisition or disposition of assets. **NONE**
- L. All leases for real and personal property (whether the Company is lessor or lessee) and all other agreements relating to any property interests providing for rental payments in excess of \$10,000.00 per year or otherwise material to the Company. **NONE**
- M. Service agreements and all other contracts or commitments to enter into contracts pertaining to the operation of the Hospital including, without limitation, for the operation of the cafeteria and provision of food service, janitorial, laundry, maintenance and related services.

Status: See answer to Question E above. **COMPLETED**

- N. All agreements with physicians, psychologists or group practices including, without limitation, physician or psychologist employment agreements, medical director and administrative service agreements, hospital-based service agreements, personal service agreements and ancillary care agreements.

Status: **COMPLETED**

- O. All other agreements for the provision of medical and related patient services at the Hospital including, without limitation, all contracts or agreements with or related to in-patient services, addiction services, ambulance, nurses, pharmacy, laboratory, optometry, hospice, infusion therapy, respite care, nutrition, dental, x-ray, social work, physical, speech, occupational and respiratory therapy, and durable medical equipment or otherwise related to the provision of services.

Status: **COMPLETED**

- P. All provider agreements or other contracts with all governmental and private payor programs in which the Hospital is enrolled or from which the Hospital receives reimbursement, including, without limitation, Medicare, Medicaid, Tricare, all health maintenance organizations, preferred provider organizations, and other alternative delivery systems.

Status: **COMPLETED**

- Q. Copies of all transfer agreements or similar agreements between the Hospital and any other health facility.

Status: **COMPLETED**

- R. Copies of all agreements with hospice, home health or other providers of services to discharged patients of the Hospital, and summaries of any unwritten arrangements with respect to any such services. **NONE** Note: practice (unwritten) is for the Hospital to provide room and board to DCFS wards who received medical care at the Hospital, are beyond medical necessity but whom DCFS has not found replacement. DCFS reimburses Hospital a per diem amount for the room and board provided.
- S. Copies of current contracts with any vendors or Governmental Entity not otherwise requested, that exceed an amount of \$5,000.00 per annum.

Status: **COMPLETED**

- T. Any and all agreements, arrangements or understandings with individuals or entities who have or may refer patients to the Company, e.g., hospitals, nursing homes, physicians, etc. not otherwise requested. **NONE other than as above - J.**

Status: **COMPLETED**

V. Medical Staff and Physician Relationships.

- A. The Hospital's medical staff by-laws and any current medical staff rules, regulations and protocols.

Status: **COMPLETED**

- B. A list of current medical staff members, including the category of membership (i.e., provisional, emeritus, etc.), board certification, specialty and any leadership or other Hospital positions held by each member of the medical staff.

Status: **COMPLETED**

- C. Description of any disciplinary (employment or medical staff) actions against physicians in the most recent three (3) years. **NONE.**
- D. Any agreement not otherwise requested between the Company and any physician, psychologist or group practice. **NONE**

VI. Healthcare Compliance.

- A. List and description of all pending, threatened and/or concluded claims and litigation, arbitration, mediation or administrative proceedings involving the Company that relate to the applicability of, or compliance with, Health Care Laws that is or were pending, threatened or resolved within the last three (3) years. **NONE**

- B. For each such claim or proceeding, provide a description of the amount of damages or other relief sought, the status of the claim or proceeding, the amount of insurance coverage applicable, whether any insurer has disclaimed coverage with respect thereto, the court or tribunal in which such claim or proceeding is pending, and whether any claim for punitive or exemplary damages has been made. **NONE**
- C. List and copies of all consent decrees, corporate integrity agreements, judgments, settlements and other dispositions of any legal, arbitration or administrative proceeding pursuant to which the Company has continuing or contingent obligations. **NONE**
- D. Correspondence between the Company or the Company's attorneys and auditors regarding threatened or pending litigation, claims or assessments related to Health Care Laws. **NONE**
- E. List of all governmental or contracted (*i.e.*, RAC) audit activity and copies of regulatory or accreditation surveys and inspections and related plans of corrections for the last three (3) years. **NONE**
- F. Any other correspondence with any Governmental Entity relating to the applicability of, or compliance with, Health Care Laws. **NONE**
- G. Documents concerning alleged or actual contract violations by the Company that relate to the applicability of, or compliance with, Health Care Laws. **NONE**
- H. Description of all investigations, inquiries or allegations of any Governmental Entity pending or threatened against the Company within the past three (3) years and resulting in any financial or other sanction prior to the date hereof.

Status: **COMPLETED**

- I. Copy of all corporate compliance plans for the Company, its compliance policies and procedures, and all updates and amendments thereto (including, without limitation, the Company's policies and procedures for credentialing employees and reviewing employees for inclusion on a state or federal list of excluded providers).

Status: **COMPLETED**

- J. A list of all complaints or inquiries made under the Company's compliance plans, policies and procedures during the past three (3) years.

Status: **COMPLETED**

- K. Copies of the Company's quality assurance manual and/or policies and procedures and the Company's code of business conduct and associated training policies.

Status: **COMPLETED**

- L. Describe any event reporting system, root cause analysis or other tracking, investigation and review with respect to adverse patient events.

Status: **COMPLETED**

- M. A description of the Company's employee concern reporting process.

Status: **COMPLETED**

- N. Copy of all materials owned or used by the Company for compliance with the Health Insurance Portability Act of 1996, P.L. 104-191 ("**HIPAA**"), including privacy and security policies and procedures, training manuals, reports, memoranda analyzing applicability of HIPAA rules to a particular business practice, and other documents pertaining to compliance with HIPAA.

Status: **COMPLETED**

- O. Copies of any standard or template business associate agreements ("**BAAs**") used by the Company, and a list of all business associates of the Company with whom the Company has entered into BAAs as well as any nonstandard BAAs to which the Company is a party.

Status: **COMPLETED**

- P. Copy of all notice of privacy practices used by the Company, and any other materials the Hospital asks patients or their representatives to sign.

Status: **COMPLETED**

- Q. A list and description of any security and data breaches during the past three (3) years concerning patient information, including any breaches of patient privacy or security under HIPAA or other state or federal laws protecting patient or consumer information, and a description of any reports or disclosures made to the applicable Government Entities in connection with the same. **NONE**

- R. A list and description of the Company's sentinel and reportable events during the past three (3) years.

Comments: See JCAHO reports submitted under Section II – Question K.

Status: **COMPLETED**

- S. Copies of all fair market valuation analysis or other study or documentation maintained or obtained in connection with any relationships with physician or other referral sources. **NONE**

- T. Copies of minutes of the Company's compliance committee meetings during the past year.

Comment: There is no hospital compliance committee; compliance issues are handled by hospital's safety, risk management, quality improvement and medical executive committees.

Status: **COMPLETED**

- U. Copies of internal compliance audit templates for the Company and a description of the Company's compliance audit procedure and follow-up action plan. **NONE**

- V. Results of the Company's internal compliance audit or review for the past three (3) years and the schedule for the Companies' internal compliance audit or review for the current year; copies of all call logs to compliance "hotlines" or other reporting mechanisms and description of resolution of matter disclosed through that manner.

NONE. ALSO SEE RESPONSE TO J. OF THIS SECTION.

Indebtedness.

- W. Any loan or financing agreements, security agreements, guarantees and other agreements, agreements relating to short or long term bonds, commitments or instruments of the Company, including any amendments thereto, evidencing, creating or relating to the borrowing or lending of money, the guaranty of obligations for borrowed money or otherwise or any other indebtedness (other than trade payables incurred in the ordinary course of business). **NONE**

- X. Obligations of the Company secured by any lien or encumbrance on any property or asset owned or held by the Company. **NONE**

- Y. List and description of direct or indirect loans, advances (other than advances to employees in the ordinary course of business) and capital contributions by the Company (or on behalf of the Company) to any corporation, association, partnership, or other entity or person, including all indebtedness of and accounts receivable from such other entities or persons which did not arise from sales in the ordinary course of business. **NONE**

- Z. Description of all debts of the Company, including total amount and, to the extent practicable, a list of each holder of such debt. **NONE**

- AA. Any notes, security agreements or other instruments evidencing loans or other indebtedness to the Company's Affiliates, officers, directors or other employees, or to any physicians or other referral sources. **NONE**

VII. Litigation.

- A. List of all pending and threatened litigation, arbitrations, mediations or administrative proceedings to which the Company is or may be a party (as plaintiff, defendant or otherwise) including any such action by which the Hospital's assets or operations may be affected (including, without limitation, those concerning professional malpractice or other tort claims, contract claims, civil rights or equal opportunity claims, OSHA, federal and state environmental laws and regulations, and wage and hour and other labor law matters). Include with regard to each matter the following information: description of claim, description of when such claim accrued, amount of claim covered by insurance, amount of damages sought and description of other relief sought.

Status: **COMPLETED**

- B. Auditors' inquiry letters to legal counsel and replies thereto relating to Hospital or their respective operations created, sent or received during the past three (3) years. **NONE.**
- C. Details of any known breach, default or dispute under the terms of any existing contract, agreement or license. **NONE.**
- D. Notices, letters or other correspondence from any customer, supplier, vendor, employee or any other person or entity threatening to take legal action against the Company. **NONE**
- E. Any written notice, request, demand or other communication received in the past three (3) years (written) that the Company is or has been in violation of Laws and not otherwise requested.

Status: **COMPLETED**

VIII. Real Property.

- A. List and copies of deeds, leases, ground leases or other documents establishing the Company's interest in all real property that is the subject of the Transaction (the "Property").

Status: **COMPLETED**

- B. All certificates of occupancy, permits, licenses and governmental approvals in connection with the operation of the Property and the Hospital.

Status: **COMPLETED**

- C. Copies of all real estate tax exemption letters received from any Governmental Entity with respect to the Property.

Status: **COMPLETED**

- D. Most recent surveys and any existing surveys of any type concerning the Property prepared by a surveyor or engineer, including lot split drawings, boundary surveys or ALTA surveys.

Status: **COMPLETED**

- E. Tax assessments, contests, appeals and any notices filed or received from taxing authorities relating to real estate taxes or assessments. Copies of current tax bills, other ordinary and special assessments, water and sewer charges and other impositions; copies of any notices or letters advising of pending reassessments or forthcoming special assessments.

Status: **COMPLETED**

- F. Any agreements, settlements, consents decrees or other documents relating to real property tax valuation and exemption. **NONE.**

Title policy and title commitment, including all documents, instruments, subdivision and other plats and similar items referred to in the title policy.

Status: **COMPLETED**

- G. Any grants or conveyances (or agreements to make grants or conveyances) of any interest in the Property (including but not limited to easements, rights of way, leases and licenses). **NONE**

- H. All documents granting any option, right of first refusal or similar agreement in the Property, creating any reversionary interest in the Property, imposing encumbrance on the Property, or depicting encroachments from or onto the Property. **NONE**

- I. Copies of all valuation reports, letters or any writing obtained in the last three (3) year reflecting the value of the Property or improvements to the Property, whether or not prepared by a licensed appraiser or broker, and for any and all purposes prepared including, but not limited to, tax valuation purposes or financing purposes.

Comments: Sent 2006 replacement cost report form insurance provider

Status: **COMPLETED**

IX. Environmental.

A. All documents relating to compliance with, or potential, alleged or actual violation of, any Laws pertaining to environmental matters or bio-hazards and toxic waste or otherwise stating or alleging that the Company is responsible for the cleanup of any pollutants, contaminants or hazardous or toxic wastes, substances or materials. **NONE.**

B. All documents related to the inspection of the property for environmental, health or other hazards, and any documents evidencing the abatement of such hazards, including without limitation, abatement or remediation plans submitted to any Governmental Entity. **NONE.**

Status: **NONE**

C. All Phase I or Phase II environmental assessments or any other environmental surveys or reports of the Property.

Status: **COMPLETED**

D. Copies of any consent orders, decrees, court orders or administrative orders issued within the last ten (10) years relating to any environmental matter.

Status: **COMPLETED / NONE KNOWN**

E. All correspondence, reports, notices, letters, permits, license, or approvals from any Governmental Entity with respect to environmental matters, and any pending applications or approvals. **NONE KNOWN.**

F. Contracts or other arrangements with respect to the discharge, removal, remediation or storage of effluent, hazardous, toxic or nuclear wastes, pollutants or contaminants of any nature.

Status: **COMPLETED**

X. Employees and Employee Benefits, Plans and Agreements.

A. List of each employee of the Company and the name, job title or classification and compensation of each.

Status: **COMPLETED**

- B. Description of all labor disputes, requests for arbitration, grievance proceedings, etc. related to the employment or retention of any individual for the last three (3) years.

Status: **COMPLETED**

- C. Copies of employment contracts and similar documents, including a general description of fringe benefits and perquisites.

Status: **COMPLETED**

- D. Description of medical, vision, dental, prescription drug and other health plans, policies or contracts, vacation and sick pay plans and arrangements, and bonus and other incentive plans, and all policies and documents related to or provided to employees in connection therewith.

Status: **COMPLETED**

- E. Retirement, pension, salaried employee savings, profit-sharing, employee stock ownership and other qualified plans and all amendments and trust agreements relating thereto including a summary plan description for each.

Status: **COMPLETED**

- F. Deferred compensation plans and arrangements. **NONE**

- G. Life insurance and disability insurance plans, retiree medical/life insurance plans and copies of each insurance contract (life, medical, disability).

Status: **COMPLETED**

- H. Form 5500s for the Company's employee benefit plans and IRS determination letters for each retirement or other qualified plan.

Status: **COMPLETED**

- I. Severance and termination plans, agreements and policies.

Status: **COMPLETED**

- J. List of current short-term and long-term disability cases, showing name, date of disability, nature of disability and expected return to work.

Status: **COMPLETED**

- K. Employee handbooks, manuals and policy statements.

Status: **COMPLETED**

- L. Agreements or arrangements regarding change in control payments. **NONE**
- M. Description of any alleged violation by the Company (or liability therefor) of any Laws relating to any plans. **NONE**
- N. COBRA notice and election forms and list of employees who have elected COBRA coverage and list of employees who are eligible for COBRA coverage.

Status: **NONE**

XI. Insurance.

- A. List, description (including policy limits and premiums) and copies of binders relating to all insurance policies owned or held by the Company or under which it or its properties are insured.

Status: **COMPLETED**

- B. Key-man, directors' and officers' liability insurance policies. **NONE**
- C. Workers' compensation policies and historic, current and future claims information for the past three (3) years.

Status: **COMPLETED**

- D. Directors' and officers' liability insurance policies.

Status: **COMPLETED**

- E. Medical malpractice policies and historic, current and future claims information for the past three (3) years.

Status: **COMPLETED**

- F. Description of any self-insurance policies and programs.

Status: **COMPLETED**

XII. Intellectual Property.

- A. List of all pending or abandoned patent, trademark, service mark, trade name, copyright federal, state and foreign patents, patent applications, applications in preparation and invention disclosures, if any, registered and unregistered trademarks and service marks, applications for trademark and service mark registrations, trade names, copyrights, copyright registrations, trademark continuation notices, proprietary technology, trade secrets, inventions, know how, processes, etc., including in each case (if applicable), filing date, issue date,

status, country of issuance or application, registration numbers and registration, renewal and expiration dates, titles of works, authors, owners, and any association of these patents or applications with current product line, and copies of such documentation. **NONE**

- B. License or royalty agreements or arrangements respecting the items listed in "a" above, including names of parties, dates of expiration, rights granted and any pertinent restrictions and royalties. **NONE**
- C. Documents reflecting procedures to protect the Company's confidential information (including trade secrets and know-how), such as written confidentiality policies and non-disclosure agreements, and implementation of such policies. **NONE**
- D. Documents reflecting the Company's policies addressing protection of the confidential information (including trade secrets and know-how) of others which may be received by the Company through unsolicited submissions, authorized disclosure, inadvertent receipt or competitive intelligence. **NONE**
- E. List of any Internet domain names registered by the Company. **NONE**
- F. Description of and files or other information regarding any threatened or pending litigation, dispute or allegation in which: (i) the Company is asserting that a third party is or was infringing or diluting the intellectual property rights of the Company; or (ii) a third party is asserting that the Company is infringing or diluting such third party's intellectual property rights. **NONE**
- G. Enforcement files, including cease and desist letters sent or received and agreements of any kind restricting use of any intellectual property by the Company or by any third party. **NONE**

XIV. Follow Up Requests.

Daniel O'Brien request on June 6, 2014 (e-mail)

A. Any non-compete agreements between Seller and employees.

Assigned to: Randy Roberts

Comment: Checked with Frank Pawlak on 6-10 – no such agreements

Status: **NONE/COMPLETED**

B. All collective bargaining agreements for preceding 6 years.

Comment: Frank sent detailed email response to Clare Ranalli on 6-10-14.
Ranalli forwarded to Buyer's Counsel.

Status: **NONE/COMPLETED**

C. Pension Plan documents; contributions reports

Status: **COMPLETED**

SCHEDULE 5.2(b)
RETAINED EMPLOYEES

See attached.

MBHH Vacation & Sick Balance, prospective as of 8/31/2014

NOTE:

Sick Balances are not vested at MVA, only Vacation

Current year vacation accruals are calculated based on Seniority per MVA Policy. Any special arrangements are not taken into account.

Payroll Name	Job Title	Date of Hire	HRLY \$ Rate Amount	\$ VAC BAL+Curr Yr Accrual	\$ Sick= Bank+ Curr+Jul+Aug Accr
	Medical Records/Anal	10/05/1999	\$17.12	\$2,028	\$274
	Chief Nurse Officer	06/26/2013	67.31	8,018	538
	Dietary Aide	05/29/2001	8.33	1,754	783
	Psychiatric Nurse	09/12/2011	28.66	2,108	281
	Psychiatrist	05/07/2012	105.49	7,746	8,017
	Milieu Manager	07/02/2012	24.52	2,284	883
	Psychiatric Nurse	12/07/2009	33.23	2,853	160
	Staff Development	01/28/2013	36.29	2,291	435
	Mental Health Counselor	11/21/2011	15.00	2,022	1,440
	Mgr of Food Services	02/18/2013	19.97	2,366	200

Payroll Name	Job Title	Date of Hire	HRLY \$ Rate Amount	\$ VAC BAL+Curr Yr Accrual	\$ Sick= Bank+ Curr+Jul+Aug Accr
	Medical Director	06/29/2009	134.86	17,498	4,855
	Psychiatric Nurse	12/05/2011	30.69	2,553	491
	Maintenance Worker	10/27/1999	16.64	3,873	2,563
	Mental Health Counselor	01/17/2011	14.00	2,165	196
	Shift Supervisor	08/26/2013	37.02	1,886	740
	Housekeeping Aide	10/09/2001	9.97	3,033	239
	Intake Coordinator	07/21/2008	18.00	331	1,134
	Mental Health Counselor	10/25/2010	14.05	2,149	225
	Dietary Aide	10/27/1999	10.56	2,627	4,509
	Housekeeping Aide	12/19/1996	15.92	3,627	2,165
	Mental Health Counselor	07/18/2006	15.92	2,231	1,274
	Infection Control Nurse-Shift	09/25/2001	34.90	10,273	4,816
	Cook	02/13/2012	13.04	1,615	835

Payroll Name	Job Title	Date of Hire	HRLY \$ Rate Amount	\$ VAC BAL+Curr Yr Accrual	\$ Sick= Bank+ Curr+Jul+Aug Accr
	Therapist	08/13/2012	30.00	2,347	360
	Milieu Manager	05/07/2012	25.99	2,532	832
	Assessment - Referral Spec	04/23/2013	17.79	1,361	712
	Facilities Manager	09/30/1999	27.80	6,579	4,949
	Mental Health Counselor	10/29/2007	17.00	3,655	408
	Housekeeping Aide	07/12/2000	11.65	2,413	140
	Psychiatric Nurse	11/21/2011	31.00	1,930	620
	Mental Health Counselor	01/03/2012	14.00	1,128	280
	Medical Clerk/Biller	01/17/1994	21.14	5,184	867
	Dietary Aide	10/27/1999	12.29	3,451	7,054
	Dietary Aide	10/27/1999	8.95	2,513	4,582
	Mental Health Counselor	08/30/2010	14.63	1,447	293
	Medical Records/Anal	10/04/2000	14.81	3,116	355

Payroll Name	Job Title	Date of Hire	HRLY \$ Rate Amount	\$ VAC BAL+Curr Yr Accrual	\$ Sick= Bank+ Curr+Jul+Aug Accr
	Mental Health Counselor	01/03/2012	13.91	1,124	223
	Nolan Chief Executive Office	03/31/2013	81.73	20,395	3,596
	Housekeeping Aide	04/03/2006	9.70	646	155
	Shift Supervisor	10/27/1999	40.80	5,743	490
	Housekeeping Aide	10/27/1999	9.96	2,318	1,235
	Dir of Clini Serv	12/14/2009	44.13	7,671	1,059
	Pharmacy Technician	10/27/1999	15.30	3,806	1,897
	Housekeeping Supervisor	10/27/1999	19.82	5,882	4,202
	Receptionist	10/27/1999	12.42	2,990	124
	Mgr of Qual Improvem	10/04/1999	31.51	6,770	378
	Executive Secretary	06/03/2013	26.44	2,314	635
	Psychiatric Nurse	10/02/2006	35.22	5,218	380
	Dietary Aide	10/27/1999	12.30	2,961	2,435

Payroll Name	Job Title	Date of Hire	HIRLY \$ Rate Amount	\$ VAC BAL+Curr Yr Accrual	\$ Sick= Bank+ Curr+Jul+Aug Accr
	Director of Pharmacy	10/27/1999	55.91	12,567	16,382
	Director of Facilities	10/16/1996	36.06	4,157	2,452
	Psychiatric Nurse	09/09/2005	33.23	9,279	964
	Dietary Aide	10/27/1999	10.65	2,181	5,304
	Housekeeping Aide	10/27/1999	12.10	3,591	871
	Receptionist	10/27/1999	11.80	3,502	2,702
	Mental Health Counselor	04/12/2010	14.28	2,380	914
Grand Total	# Employees=56			\$230,483	\$104,903

SCHEDULE 5.2(c)
PTO SCHEDULE

See attachment to Schedule 5.2(b).

SCHEDULE 4.3
PURCHASER'S BROKER

None.

SCHEDULE 4.6(b)
PURCHASER CONSENTS AND AUTHORIZATIONS

Purchaser's receipt of the Licenses and Approvals as described in Section 8.2(a)

SCHEDULE 4.7
PURCHASER ACTIONS AND PROCEEDINGS

None.

SCHEDULE 4.9
PURCHASER COMPLIANCE

None.