

FOLEY & ASSOCIATES, INC.

Charles H. Foley, MHSA
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HAND DELIVERED

November 13, 2014

RECEIVED

NOV 14 2014

Mr. Michael Constantino
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, Suite 200
Springfield, Illinois 62761

HEALTH FACILITIES &
SERVICES REVIEW BOARD

**Re: Maryville Behavioral Health Hospital
COE, Cook County, Project No. E-016-14**

Dear Mr. Constantino:

The Health Facilities and Services Review Board approved the Change of Ownership exemption application for Maryville Behavioral Health Hospital on August 27, 2014. Per the requirements of said permit, notification of project completion must be submitted within 24 months from the date of approval.

By this letter we certify that the change of ownership transaction was timely closed on November 3, 2014. Attached as **EXHIBIT I**, is the bill of sale from the closing, therein providing the documentation and verification of the transaction closing. Also, attached as **EXHIBIT II**, is the hospital license, effective November 3, 2014, issued by IDPH reflecting 2014 Health, LLC d/b/a Chicago Behavioral Health as the licensee.

Should you or your staff have any questions or concerns, please do not hesitate to contact me. Thank you in advance for your consideration.

Sincerely,



John P. Kniery
Health Care Consultant

ENCLOSURES



Exhibit 9.1(a)

BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is executed as of November 3, 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 July 10, 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: Sister Catherine M. Ryan

Printed: Sr. Catherine M. Ryan

Title: Executive Director



IDPH

ILLINOIS DEPARTMENT OF PUBLIC HEALTH

Pat Quinn, Governor
LaMar Hasbrouck, MD, MPH, Director

525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.dph.illinois.gov

October 31, 2014

Chicago Behavioral Health
Joseph Novak, CEO
555 Wilson Lane
Des Plaines, IL 60016

Dear Mr. Novak:

Enclosed is your Illinois Psychiatric Hospital License ID No. 0005934. This license is effective November 3, 2014 through November 2, 2015. This new license was issued based on a change of ownership effective November 3, 2014. Your license will be renewed within one year prior to the expiration date and payment of the annual bed fee. Your agency will receive an invoice for the annual bed fee prior to the renewal expiration in 2015.

If the staff of the Division of Health Care Facilities and Programs can be of any assistance to you in the operation of your Hospital, please address your concerns to the Central Office Sections, 525 West Jefferson Street, 4th Floor, Springfield, Illinois 62761-001, or feel free to call us at (217) 782-7412. The Departments TTY number is 800/547-0466, for use by the hearing impaired.

Sincerely,

Karen Senger, RN
Supervisor of Central Office Operations Section
Division of Health Care Facilities and Programs
Illinois Department of Public Health

Enclosure

← DISPLAY THIS PART IN A CONSPICUOUS PLACE

HF106941

**Illinois Department of
PUBLIC HEALTH**



LICENSE, PERMIT, CERTIFICATION, REGISTRATION

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

LaMar Hasbrouck, MD, MPH

Acting Director

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
11/02/2015	Psychiatric Hospital	0005934

Effective: 11/03/2014

Chicago Behavioral Hospital
555 Wilson Lane
Des Plaines, IL 60016

Exp. Date 11/02/2015
Lic Number 0005934

Date Printed 10/28/2014

Chicago Behavioral Hospital
555 Wilson Lane
Des Plaines, IL 60016

FEE RECEIPT NO.

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #4012320 10M 3/12