

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

In re:

ST. MARGARET'S HEALTH – PERU  
and ST. MARGARET'S HEALTH –  
SPRING VALLEY,<sup>1</sup>

Debtors.

Chapter 11

Case No. 23-11641  
(Jointly Administered)

Honorable Judge David D. Cleary

**Ref. Docket No. 46**

**CERTIFICATE OF SERVICE**

I, DAVID RODRIGUEZ, hereby certify that:

1. I am employed as a Senior Case Manager by Epiq Corporate Restructuring, LLC, with their principal office located at 777 Third Avenue, New York, New York 10017. I am over the age of eighteen years and am not a party to the above-captioned action.
2. On September 13, 2023, I caused to be served the following:
  - a. "Notice of Motion," filed September 13, 2023 [Docket No. 46, Part 1],
  - b. "Asset Purchase Agreement," *related to Docket No. 46*, a sample of which is annexed hereto as Exhibit A,
  - c. "Exhibit B to Sale Motion," filed September 13, 2023 [Docket No. 46, Part 3], and
  - d. "Interim Order (A) Authorizing a Private Sale of Certain Assets of the Estates Free and Clear of Liens, Claims, Encumbrances and Interests; (B) Approving Procedures for Assumption and Assignment of Executory Contracts and Unexpired Leases; (C) Approving Form and Manner of Notices; and (D) Scheduling a Sale Hearing," filed September 13, 2023 [Docket No. 46, Part 5],

by causing true and correct copies to be:

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<sup>1</sup> The debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal taxpayer identification number, are: (i) St. Margaret's Health-Peru (2553) and (ii) St. Margaret's Health-Spring Valley (7884).

- i. enclosed securely in separate postage pre-paid envelopes and delivered via overnight mail to those parties listed on the annexed Exhibit B, and
- ii. enclosed securely in a separate postage pre-paid envelope and delivered via overnight mail to the following party: *ST. MARGARET'S HEALTH IV  
HEALTHCORP, INC., C/O REGISTERED AGENT, ATTN: TIMOTHY A  
MUNTZ, 600 EAST FIRST ST, SPRING VALLEY, IL 61362.*

3. All envelopes utilized in the service of the foregoing contained the following legend: "LEGAL DOCUMENTS ENCLOSED. PLEASE DIRECT TO ATTENTION OF ADDRESSEE, PRESIDENT OR LEGAL DEPARTMENT."

*/s/ David Rodriguez*  
David Rodriguez

## **EXHIBIT A**

**ASSET PURCHASE AGREEMENT**

among

**ST. MARGARET'S HEALTH,**

**IV HEALTHCORP, INC.,**

**ST. MARGARET'S HEALTH-PERU, and**

**ST. MARGARET'S HEALTH-SPRING VALLEY**

and

**OSF HEALTHCARE SYSTEM,**

**MENDOTA COMMUNITY HOSPITAL, and**

**OTTAWA REGIONAL HOSPITAL AND HEALTHCARE SYSTEM**

dated as of

June 13, 2023

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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “*Agreement*”), dated as of June 13, 2023, is entered into among ST. MARGARET’S HEALTH, an Illinois not-for-profit corporation, IV HEALTHCORP, INC., an Illinois not-for-profit corporation, ST. MARGARET’S HEALTH-PERU, an Illinois not-for-profit corporation, and ST. MARGARET’S HEALTH-SPRING VALLEY, an Illinois not-for-profit corporation (collectively, “*Seller*”), and OSF HEALTHCARE SYSTEM, an Illinois not-for-profit corporation, MENDOTA COMMUNITY HOSPITAL d/b/a OSF Saint Paul Medical Center, an Illinois not-for-profit corporation, and OTTAWA REGIONAL HOSPITAL AND HEALTHCARE SYSTEM d/b/a OSF Saint Elizabeth Medical Center, an Illinois not-for-profit corporation (collectively, “*Buyer*”).

### RECITALS

WHEREAS, Seller is engaged in the operation of a licensed acute-care hospital located at 925 West Street, Peru, Illinois 61354 (the “*Peru Hospital*”), and certain related outpatient and ambulatory medical facilities in the Peru, Illinois area (the “*Business*”);

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, certain assets, and certain specified liabilities, of the Business, subject to the terms and conditions set forth herein; and

WHEREAS, a portion of the purchase price payable by Buyer to Seller shall be placed in escrow by Buyer, the release of which shall be contingent upon certain events and conditions, all as set forth in this Agreement and the Escrow Agreement (as defined herein).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I. DEFINITIONS

The following terms have the meanings specified or referred to in this Article I:

“*Acquisition Proposal*” has the meaning set forth in Section 6.03(a).

“*Action*” means any claim, action, cause of action, demand, lawsuit, arbitration, right of recoupment, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity, including all of Seller’s rights under warranties, indemnities and all similar rights against third parties (but excluding any causes of action, claims or setoff rights arising under the Bankruptcy Code, including but not limited to those arising under Chapter 5, or related to any claim against the bankruptcy estate).

“*Affiliate*” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”)

means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“*Agreement*” has the meaning set forth in the preamble.

“*Allocation Schedule*” has the meaning set forth in Section 2.06.

“*Alternative Transaction*” shall have the meaning set forth in Section 2.09.

“*Ancillary Documents*” means the Escrow Agreement, the OSF Bill of Sale, the SEMC Bill of Sale, the SPMC Bill of Sale, the OSF Assignment and Assumption Agreement, the SEMC Assignment and Assumption Agreement, the SPMC Assignment and Assumption Agreement, the Deeds, the Assignment and Assumption of Leases, and the other agreements, instruments and documents required to be delivered at the Closing.

“*Assigned Contracts*” has the meaning set forth in Section 2.01(a).

“*Assignment and Assumption of Lease*” has the meaning set forth in Section 3.02(a)(ix).

“*Assumed Liabilities*” has the meaning set forth in Section 2.03.

“*Bankruptcy Code*” shall mean 11 U.S.C. Section 101 *et seq.*

“*Bankruptcy Court*” shall mean the Bankruptcy Court for the Central District or Northern District of Illinois, as applicable.

“*Basket*” has the meaning set forth in Section 8.03(a).

“*Benefit Plan*” means each pension, benefit, retirement, compensation, employment, consulting, profit-sharing, deferred compensation, incentive, bonus, performance award, phantom equity, stock or stock-based, change in control, retention, severance, vacation, paid time off (PTO), medical, vision, dental, disability, welfare, Code Section 125 cafeteria, fringe-benefit and other similar agreement, plan, policy, program or arrangement (and any amendments thereto), in each case whether or not reduced to writing and whether funded or unfunded, including each “employee benefit plan” within the meaning of Section 3(3) of ERISA, whether or not tax-qualified and whether or not subject to ERISA, which is or has been maintained, sponsored, contributed to, or required to be contributed to by Seller for the benefit of any current or former employee, officer, director, retiree, independent contractor or consultant of the Business or any spouse or dependent of such individual, or under which Seller or any of its ERISA Affiliates has or may have any Liability, or with respect to which Buyer or any of its Affiliates would reasonably be expected to have any Liability, contingent or otherwise.

“*Business*” has the meaning set forth in the recitals.

“*Business Day*” means any day except Saturday, Sunday or any other day on which commercial banks located in Peoria, Illinois are authorized or required by Law to be closed for business.

“*Buyer*” has the meaning set forth in the preamble.

“*Buyer Closing Certificate*” has the meaning set forth in Section 7.03(f).

“*Buyer Indemnitees*” has the meaning set forth in Section 8.02.

“*Cap*” has the meaning set forth in Section 8.03(a).

“*CERCLA*” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 *et seq.*

“*CHOW*” means a change of ownership under the principles of 42 C.F.R. § 489.18 and Pub. 100-07, Chapter 3, Section 3210.1D.

“*Closing*” has the meaning set forth in Section 3.01.

“*Closing Date*” has the meaning set forth in Section 3.01.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Confidentiality Agreement*” means the Confidentiality Agreement, dated as of February 9, 2023, between Buyer and Seller.

“*Contracts*” means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

“*Deed*” has the meaning set forth in Section 3.02(a)(viii).

“*Direct Claim*” has the meaning set forth in Section 8.04(c).

“*Disclosure Schedules*” means the Disclosure Schedules delivered by Seller and Buyer concurrently with the execution and delivery of this Agreement.

“*Dollars*” or “*\$*” means the lawful currency of the United States.

“*Encumbrance*” means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

“*Environmental Claim*” means any Action, Governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (a)

the presence of, Release of, or exposure to, any Hazardous Materials; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

“*Environmental Law*” means any applicable Law, and any Governmental Order or binding agreement with any Governmental Authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient or indoor air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term “*Environmental Law*” includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act of 1910, as amended, 7 U.S.C. §§ 136 et seq.; the Oil Pollution Act of 1990, as amended, 33 U.S.C. §§ 2701 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

“*Environmental Notice*” means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

“*Environmental Permit*” means any Permit, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

“*ERISA*” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“*ERISA Affiliate*” means all employers (whether or not incorporated) that would be treated together with the Seller or any of its Affiliates as a “single employer” within the meaning of Section 414 of the Code or Section 4001 of ERISA.

“*Escrow Agent*” means PNC Bank, National Association.

“*Escrow Agreement*” means the Escrow Agreement to be entered into by Buyer, Seller and the Escrow Agent at the Closing, substantially in the form of Exhibit A.

“*Excluded Assets*” has the meaning set forth in Section 2.02.

“*Excluded Contracts*” has the meaning set forth in Section 2.02(a).

“*Excluded Liabilities*” has the meaning set forth in Section 2.04.

“*FIRPTA Certificate*” has the meaning set forth in Section 7.02(m).

“*GAAP*” means United States generally accepted accounting principles in effect from time to time.

“*Governmental Authority*” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“*Governmental Order*” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“*Hazardous Materials*” means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls and per- and poly-fluoroalkyl substances (PFAS) and other emerging contaminants.

“*Health Care Law*” means federal and state laws, regulations and standards applicable to provider licensure and accreditation and confidentiality of health information; the federal Medicare program (Title XVIII of the Social Security Act) and its implementing regulations, rules, policies and standards; the federal and state Medicaid program (Title XIX of the Social Security Act and certain sections of the Illinois Public Aid Code (305 ILCS 5)) and its implementing regulations, rules, policies and standards; federal Anti-Kickback Statute (42 U.S.C. 1320a-7b(b)); the federal Physician Self-Referral Law (42 U.S.C. 1395nn) and state laws governing financial arrangements with physicians and other referral sources; the federal False Claims Act (31 U.S.C. 3729, et seq.); the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, and the implementing regulations of each of the foregoing.

“*Indemnification Escrow Amount*” means \$5,700,000.00.

“*Indemnification Escrow Fund*” has the meaning set forth in Section 3.02(c)(i).

“*Insurance Policies*” has the meaning set forth in Section 4.08.

“*Intellectual Property*” means any and all of the following in any jurisdiction throughout the world: (i) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights, including all applications and registrations related to the foregoing; (iii) trade secrets and confidential know-how; (iv) patents and patent applications; (v) websites and internet domain name

registrations; and (vi) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing).

*“Intellectual Property Assets”* means all Intellectual Property that is owned by Seller and used or held for use in the conduct of the Business as currently conducted.

*“Knowledge of Seller or Seller’s Knowledge”* or any other similar knowledge qualification, means the actual or constructive knowledge of any director or officer of Seller, after due inquiry.

*“Law”* means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

*“Leased Real Property”* has the meaning set forth in Section 4.07(b).

*“Leases”* has the meaning set forth in Section 4.07(b).

*“Liabilities”* means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

*“Losses”* means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; *provided, however*, that “Losses” shall not include punitive damages, except in the case of fraud or to the extent actually awarded to a Governmental Authority or other third party.

*“Material Adverse Effect”* means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of the Business, (b) the value of the Purchased Assets, or (c) the ability of Seller to consummate the transactions contemplated hereby on a timely basis; *provided, however*, that “Material Adverse Effect” shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Business operates; (iii) any changes in financial or securities markets in general; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any action required or permitted by this Agreement, except pursuant to Section 4.03 and Section 6.07; (vi) any changes in applicable Laws or accounting rules, including GAAP; or (vii) the public announcement, pendency or completion of the transactions contemplated by this Agreement; *provided further, however*, that any event, occurrence, fact, condition or change referred to in clauses (i) through (iv) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred or could reasonably be expected to occur to the extent that such event, occurrence, fact, condition or change has a disproportionate effect on the Business compared to other participants in the industries in which the Business operates.

“*Material Contracts*” has the meaning set forth in Section 4.04(a).

“*Medical Records*” has the meaning set forth in Section 6.12.

“*OSF*” means OSF Healthcare System, an Illinois not-for-profit corporation.

“*OSF Assignment and Assumption Agreement*” has the meaning set forth in Section 3.02(a)(v).

“*OSF Assumed Liabilities*” means the Assumed Liabilities other than the SEMC Assumed Liabilities and the SPMC Assumed Liabilities.

“*OSF Bill of Sale*” has the meaning set forth in Section 3.02(a)(i).

“*OSF Purchased Assets*” means the Purchased Assets other than the SEMC Purchased Assets and the SPMC Purchased Assets.

“*Owned Real Property*” has the meaning set forth in Section 4.07(a).

“*Permits*” means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

“*Permitted Encumbrances*” has the meaning set forth in Section 4.05(a).

“*Person*” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

“*Peru Hospital*” has the meaning set forth in the recitals.

“*Pre-Closing Tax Period*” means any taxable period ending on or before the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period ending on and including the Closing Date.

“*Purchase Price*” has the meaning set forth in Section 2.05.

“*Purchased Assets*” has the meaning set forth in Section 2.01.

“*Real Estate Transaction*” has the meaning set forth in Section 2.10.

“*Real Property*” means, collectively, the Owned Real Property and the Leased Real Property.

“*Release*” means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient or indoor air, surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).

“*Representative*” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

“*Rural Health Clinic*” means the rural health clinic known as the Peru Medical Clinic, 920 West Street, Suite 117, Peru, Illinois 61354 (CCN 148562), owned and operated by SMH-Peru.

“*Seller*” has the meaning set forth in the preamble.

“*Seller Closing Certificate*” has the meaning set forth in Section 7.02(j).

“*SEMC*” means Ottawa Regional Hospital and Healthcare Center d/b/a OSF Saint Elizabeth Medical Center, an Illinois not-for-profit corporation.

“*SEMC Assignment and Assumption Agreement*” has the meaning set forth in Section 3.02(a)(vi).

“*SEMC Assumed Liabilities*” means the Assumed Liabilities related to or arising out of those Assigned Contracts assumed by SEMC, as determined by Buyer.

“*SEMC Bill of Sale*” has the meaning set forth in Section 3.02(a)(iii).

“*SEMC Purchased Assets*” means that portion of the Purchased Assets used in connection with the operation of the Peru Hospital (including its swing-bed unit and any provider-based clinic associated with such hospital).

“*SMH-Peru*” means St. Margaret’s Health-Peru, an Illinois not-for-profit corporation.

“*SMH-Spring Valley*” means St. Margaret’s Health-Spring Valley, an Illinois not-for-profit corporation.

“*SPMC*” means Mendota Community Hospital d/b/a OSF Saint Paul Medical Center, an Illinois not-for-profit corporation.

“*SPMC Assignment and Assumption Agreement*” has the meaning set forth in Section 3.02(a)(vii).

“*SPMC Assumed Liabilities*” means the Assumed Liabilities related to or arising out of those Assigned Contracts assumed by SPMC, as determined by Buyer, including but not limited to the Medicare provider agreement applicable to the Rural Health Clinic.

“*SPMC Bill of Sale*” has the meaning set forth in Section 3.02(a)(iv).

“*SPMC Purchased Assets*” means that portion of the Purchased Assets used in connection with the operation of the Rural Health Clinic.

“*Tangible Personal Property*” has the meaning set forth in Section 2.01(b).

“*Taxes*” means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“*Tax Return*” means any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“*Third-Party Claim*” has the meaning set forth in Section 8.04(a).

## **ARTICLE II.** **PURCHASE AND SALE**

Section 2.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller’s right, title and interest in, to and under the following assets, properties, and rights related to, used, or held for use in connection with the Business (collectively, the “*Purchased Assets*”):

- (a) the Contracts set forth on Section 2.01(a) of the Disclosure Schedules (the “*Assigned Contracts*”);
- (b) all furniture, fixtures, equipment, office equipment, inventory, supplies, drugs, computers, telephones and other tangible personal property located in the Real Property (including the assets described in Section 2.01(b) and Section 6.01(c) of the Disclosure Schedules), and the 24 strands of physical OM2 MM fiber-optic cable and 24 strands of physical single mode fiber connecting the Peru Hospital and the building located at 1305 6<sup>th</sup> Street, Peru, Illinois 61354 (the “*Tangible Personal Property*”);
- (c) all Owned Real Property and Leased Real Property occupied in connection with the conduct of the Business;
- (d) all Permits, including Environmental Permits, which are held by Seller and required for the conduct of the Business as currently conducted after Seller’s temporary suspension of hospital services at the Peru Hospital or for the ownership and use of the Purchased Assets, including, without limitation, those listed on Section 4.10(b) and Section 4.11(b) of the Disclosure Schedules;
- (e) originals, or where not available, copies, of all equipment maintenance files related to the Tangible Personal Property;
- (f) in recognition of the parties’ understanding that the transaction contemplated by this Agreement, with respect to the Rural Health Clinic, qualifies as a

CHOW of such facility owned and operated by Seller, the Medicare assets of Seller related to the Rural Health Clinic, including but not limited to Seller's rights under its Medicare provider agreements applicable to the Rural Health Clinic;

(g) all rights to any Actions of any nature available to or being pursued by Seller to the extent related to the Purchased Assets or the Assumed Liabilities, whether arising by way of counterclaim or otherwise;

(h) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums and fees (including any such item relating to the payment of Taxes) related to the Purchased Assets or the Assumed Liabilities;

(i) all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets or the Assumed Liabilities; and

(j) all insurance benefits, including rights and proceeds, arising from or relating to the Purchased Assets or the Assumed Liabilities.

Section 2.02 Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include the following assets (collectively, the "*Excluded Assets*"):

(a) cash and cash equivalents;

(b) any accounts or notes receivable held by Seller as well as any work-in-process for services rendered but not yet billed for prior to the Closing Date, and any security, claim, remedy or other right related to any of the foregoing;

(c) Contracts that are not Assigned Contracts (the "*Excluded Contracts*");

(d) the corporate seals, organizational documents, minute books, stock books, Tax Returns, books of account or other records having to do with the corporate organization of Seller;

(e) any Intellectual Property Assets;

(f) any books and records other than those described in Section 2.01(e), including, but not limited to, books of account, ledgers and general, financial and accounting records, schedules of charges, vendor and supplier lists, quality assurance and improvement records and procedures, patient complaints and inquiry files, research and development files, records and data, marketing material and records, strategic plans, internal financial statements, or research and files relating to the Intellectual Property Assets;

(g) any patient lists or patient medical records, stored in either paper or electronic format;

- (h) the Medicare assets of Seller related to any facility it owns or operates other than the Rural Health Clinic, including but not limited to Seller's rights under its Medicare provider agreements applicable to the Peru Hospital, the swing-bed unit within such hospital, or any other such facilities;
- (i) any Benefit Plans and assets attributable thereto;
- (j) any goodwill or going concern value of the Business; and
- (k) the rights which accrue or will accrue to Seller under this Agreement and the Ancillary Documents.

**Section 2.03 Assumed Liabilities.** Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform and discharge only the Liabilities in respect of the Assigned Contracts, including but not limited to the assumption by SPMC of Seller's obligations under its Medicare provider agreement related to the Rural Health Clinic, but only to the extent that such Liabilities thereunder are required to be performed after the Closing Date, were incurred in the ordinary course of business, and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by Seller on or prior to the Closing (the "*Assumed Liabilities*"), and no other Liabilities.

**Section 2.04 Excluded Liabilities.** Notwithstanding the provisions of Section 2.03 or any other provision in this Agreement to the contrary, Buyer shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of Seller or any of its Affiliates of any kind or nature whatsoever other than the Assumed Liabilities (the "*Excluded Liabilities*"). Seller shall, and shall cause each of its Affiliates to, pay and satisfy in due course all Excluded Liabilities which they are obligated to pay and satisfy, or obtain an order from the Bankruptcy Court precluding the creditors holding any Excluded Liabilities from asserting claims for such Excluded Liabilities against Buyer, if applicable. Without limiting the generality of the foregoing, the Excluded Liabilities shall include, but not be limited to, the following:

- (a) any Liabilities of Seller arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the Ancillary Documents and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others;
- (b) any Liability for (i) Taxes of Seller (or any member or Affiliate of Seller) or relating to the Business, the Purchased Assets or the Assumed Liabilities for any Pre-Closing Tax Period; (ii) Taxes that arise out of the consummation of the transactions contemplated hereby; or (iii) other Taxes of Seller (or any member or Affiliate of Seller) of any kind or description (including any Liability for Taxes of Seller (or any member or Affiliate of Seller) that becomes a Liability of Buyer under any common law doctrine of de facto merger or transferee or successor liability or otherwise by operation of contract or Law);
- (c) any Liabilities relating to or arising out of the Excluded Assets;

(d) any Liabilities in respect of any pending or threatened Action arising out of, relating to or otherwise in respect of the operation of the Business or the Purchased Assets to the extent such Action relates to such operation on or prior to the Closing Date;

(e) any Liabilities of Seller arising under or in connection with any Benefit Plan providing benefits to any present or former employee of Seller;

(f) any Liabilities of Seller for any present or former employees, officers, directors, retirees, independent contractors or consultants of Seller, including, without limitation, any Liabilities associated with any claims for wages or other benefits, bonuses, accrued vacation, workers' compensation, severance, retention, termination or other payments;

(g) any Environmental Claims, or Liabilities under Environmental Laws, to the extent arising out of or relating to facts, circumstances or conditions existing on or prior to the Closing or otherwise to the extent arising out of any actions or omissions of Seller;

(h) any Liabilities arising out of, relating to or otherwise in respect of the operation of the Business or the Purchased Assets to the extent such Liabilities relate to such operation on or prior to the Closing Date;

(i) any Liabilities to indemnify, reimburse or advance amounts to any present or former officer, director, employee or agent of Seller (including with respect to any breach of fiduciary obligations by same);

(j) any Liabilities under the Excluded Contracts or any other Contracts, (i) which are not validly and effectively assigned to Buyer pursuant to this Agreement; (ii) which do not conform to the representations and warranties with respect thereto contained in this Agreement; or (iii) to the extent such Liabilities arise out of or relate to a breach by Seller of such Contracts prior to Closing;

(k) any Liabilities associated with debt, loans or credit facilities of Seller and/or the Business owing to financial institutions;

(l) any Liabilities arising out of, in respect of or in connection with the failure by Seller or any of its Affiliates to comply with any Health Care Law, including but not limited to the submission of any claim to any Federal or State health care program not in compliance with all applicable Laws; and

(m) any Liabilities arising out of, in respect of or in connection with the failure by Seller or any of its Affiliates to comply with any Law or Governmental Order.

Section 2.05 Purchase Price. Subject to adjustment pursuant to Section 2.10, the aggregate purchase price for the Purchased Assets shall be Thirty-Two Million Three Hundred Fifty Thousand Dollars (\$32,350.000.00), (the "*Purchase Price*"), plus the assumption of the Assumed Liabilities. The Purchase Price shall be paid as provided in Section 3.02.

Section 2.06 Allocation of Purchase Price. Seller and Buyer agree that the Purchase Price and the Assumed Liabilities (plus other relevant items) shall be allocated among the Purchased Assets for all purposes (including Tax and financial accounting) as shown on the allocation schedule (the “*Allocation Schedule*”). A draft of the Allocation Schedule shall be prepared by Buyer and delivered to Seller within sixty (60) days following the Closing Date. If Seller notifies Buyer in writing that Seller objects to one or more items reflected in the Allocation Schedule, Seller and Buyer shall negotiate in good faith to resolve such dispute; *provided, however*, that if Seller and Buyer are unable to resolve any dispute with respect to the Allocation Schedule within ninety (90) days following the Closing Date, such dispute shall be resolved by the office of an impartial nationally recognized firm of independent certified public accountants other than Seller’s accountants or Buyer’s accountants, appointed by mutual agreement of Seller and Buyer. The fees and expenses of such accounting firm shall be borne equally by Seller and Buyer. Buyer and Seller shall file all Tax Returns (including amended returns and claims for refund) and information reports in a manner consistent with the Allocation Schedule.

Section 2.07 Withholding Tax. Buyer shall be entitled to deduct and withhold from the Purchase Price all Taxes that Buyer may be required to deduct and withhold under any provision of Tax Law. All such withheld amounts shall be treated as delivered to Seller hereunder.

Section 2.08 Third Party Consents. To the extent that Seller’s rights under any Contract or Permit constituting a Purchased Asset, or any other Purchased Asset, may not be assigned to Buyer without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Seller, at its expense, shall use its reasonable best efforts to obtain any such required consent(s) as promptly as possible. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer’s rights under the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights, Seller, to the maximum extent permitted by law and the Purchased Asset, shall act after the Closing as Buyer’s agent in order to obtain for it the benefits thereunder and shall cooperate, to the maximum extent permitted by Law and the Purchased Asset, with Buyer in any other reasonable arrangement designed to provide such benefits to Buyer. Notwithstanding any provision in this Section 2.08 to the contrary, Buyer shall not be deemed to have waived its rights under Section 7.02(d) hereof unless and until Buyer either provides written waivers thereof or elects to proceed to consummate the transactions contemplated by this Agreement at Closing.

Section 2.09 Bankruptcy Approval Process. Buyer and Seller acknowledge that it is possible that Seller may file for bankruptcy protection prior to Closing, in which case this transaction shall require the approval of the Bankruptcy Court. Seller agrees to seek such approval immediately as a first-day motion. If the Bankruptcy Court or other stakeholders require Seller to conduct an auction of the Purchased Assets (or some portion thereof), Seller shall confer with Buyer prior to submitting proposed bid procedures to the Bankruptcy Court for approval. Such procedures shall include terms acceptable to Buyer, including a break-up fee equal to \$380,000.00 if the Purchased Assets (or some portion thereof) are sold to a third party (an “*Alternative Transaction*”), and such other terms and conditions as reasonably required by Buyer, which may include, without limitation, reimbursement of Buyer’s due diligence expenses,

a topping fee payable to Buyer based on the amount by which the winning bid exceeds the Purchase Price, or credited to Buyer if Buyer is the successful bidder following bids from other qualified bidders, and a last look/right of first refusal of Buyer to match any higher bids. Any break-up fee payable to Buyer shall be paid from the proceeds of an Alternative Transaction, and the same shall be paid to Buyer in the event (a) Buyer terminates the contemplated transactions as a result of any material breach by Seller, or (b) Seller terminates this Agreement for any reason whatsoever, including without limitation Seller's acceptance of a competing bid for all or any portion of the Purchased Assets approved by the Bankruptcy Court. For the avoidance of doubt, failure of a condition due to third party actions or events beyond Seller's reasonable control, absent a breach by Seller, shall not trigger the payment of a break-up fee hereunder. No such break-up fee shall be payable if Buyer materially breaches this Agreement. Furthermore, no third party may top the Purchase Price for the Purchased Assets in any Bankruptcy Court proceeding (whether through objection to a motion for an order approving the sale of the Purchased Assets or through a bid in any competitive bidding procedure) unless such third party offers to unconditionally and immediately pay a cash price that exceeds the Purchase Price by at least \$380,000.00, and all successive bids for the Assets must be in increments of at least \$100,000.00. Any bankruptcy auction shall be subject to customary bid qualification procedures and deposit requirements.

Section 2.10 Separate Real Estate Transaction. The parties acknowledge that, as an accommodation to Seller, they separately entered into a real estate transaction related to five (5) parcels of real property that closed prior to the date of this Agreement (the "*Real Estate Transaction*"), and that such parcels were initially intended to be included in the Purchased Assets, in accordance with the letter of intent between the parties dated April 28, 2023. As such, the total consideration paid for the Purchased Assets under this Agreement, plus the real property that was the subject of the Real Estate Transaction, is Thirty-Eight Million Dollars (\$38,000,000.00). The parties acknowledge that, had the Real Estate Transaction not occurred, such amount would have been the purchase price paid under this Agreement, and the real property that was the subject of the Real Estate Transaction would have been included in the Purchased Assets. The parties also acknowledge that, in connection with the Real Estate Transaction, they entered into a leaseback transaction, allowing Seller to occupy certain office space in the real property. The amount payable by Buyer at Closing shall be the difference between the Purchase Price and the sum of all accrued but unpaid rents, costs, fees, and expenses, if any, under any leaseback transaction entered into between the parties with respect to the real property that was the subject of the Real Estate Transaction. Notwithstanding the closing of such transaction, the real property that was the subject of the Real Estate Transaction shall be considered Owned Real Property for purposes of this Agreement and any Ancillary Document.

### **ARTICLE III. CLOSING**

Section 3.01 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "*Closing*") shall take place at the offices of Lewis Rice LLC, 600 Washington Avenue, Suite 2500, St. Louis, Missouri 63101, or remotely by exchange of documents and signatures (or their electronic counterparts), at 10:00 a.m. central time, no later than the fifth Business Day after all of the conditions to

Closing set forth in Article VII are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date), or at such other time, date or place as Seller and Buyer may mutually agree upon in writing. The date on which the Closing is to occur is herein referred to as the “*Closing Date*.”

Section 3.02 Closing Deliverables.

- (a) At the Closing, Seller shall deliver to Buyer the following:
  - (i) the Escrow Agreement duly executed by Seller;
  - (ii) a bill of sale in the form of Exhibit B hereto (the “*OSF Bill of Sale*”) and duly executed by Seller, transferring the Tangible Personal Property included in the OSF Purchased Assets to OSF;
  - (iii) a bill of sale in the form of Exhibit C hereto (the “*SEMC Bill of Sale*”) and duly executed by Seller, transferring the Tangible Personal Property included in the SEMC Purchased Assets to SEMC;
  - (iv) a bill of sale in the form of Exhibit D hereto (the “*SPMC Bill of Sale*”) and duly executed by Seller, transferring the Tangible Personal Property included in the SPMC Purchased Assets to SPMC;
  - (v) an assignment and assumption agreement in the form of Exhibit E hereto (the “*OSF Assignment and Assumption Agreement*”) and duly executed by Seller, effecting the assignment to and assumption by OSF of the OSF Purchased Assets and the OSF Assumed Liabilities;
  - (vi) an assignment and assumption agreement in the form of Exhibit F hereto (the “*SEMC Assignment and Assumption Agreement*”) and duly executed by Seller, effecting the assignment to and assumption by SEMC of the SEMC Purchased Assets and the SEMC Assumed Liabilities;
  - (vii) an assignment and assumption agreement in the form of Exhibit G hereto (the “*SPMC Assignment and Assumption Agreement*”) and duly executed by Seller, effecting the assignment to and assumption by SPMC of the SPMC Purchased Assets and the SPMC Assumed Liabilities;
  - (viii) with respect to each parcel of Owned Real Property, a general warranty deed in form and substance satisfactory to Buyer (each, a “*Deed*”), each of which may provide for conveyance of the applicable parcel to OSF, SEMC, SPMC, or another Affiliate of Buyer as Buyer may determine by written notice to Seller, and duly executed and notarized by Seller;
  - (ix) with respect to each Lease, an Assignment and Assumption of Lease in form and substance satisfactory to Buyer (each, an “*Assignment and Assumption of Lease*”) and duly executed by Seller;

- (x) the Seller Closing Certificate;
- (xi) the FIRPTA Certificate;
- (xii) the certificates of the Secretary of Seller required by Section 7.02(k) and Section 7.02(l); and
- (xiii) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement.

(b) At the Closing, Buyer shall deliver to Seller the following:

- (i) the Purchase Price, less the Indemnification Escrow Amount, by wire transfer of immediately available funds to an account designated in writing by Seller to Buyer;
- (ii) the Escrow Agreement duly executed by Buyer;
- (iii) the OSF Assignment and Assumption Agreement duly executed by Buyer;
- (iv) the SEMC Assignment and Assumption Agreement duly executed by Buyer;
- (v) the SPMC Assignment and Assumption Agreement duly executed by Buyer;
- (vi) with respect to each Lease, an Assignment and Assumption of Lease duly executed by Buyer;
- (vii) the Buyer Closing Certificate; and
- (viii) the certificates of the Secretary of Buyer required by Section 7.03(h) and Section 7.03(i).

(c) At the Closing, Buyer shall deliver to the Escrow Agent:

- (i) the Indemnification Escrow Amount (such amount, including any interest or other amounts earned thereon and less any disbursements therefrom in accordance with the Escrow Agreement, the "*Indemnification Escrow Fund*") by wire transfer of immediately available funds to accounts designated by the Escrow Agent, to be held for the purpose of securing the indemnification obligations of Seller set forth in Article VIII; and
- (ii) the Escrow Agreement.

## ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the correspondingly numbered Section of the Disclosure Schedules, Seller represents and warrants to Buyer that the statements contained in this Article IV are true and correct as of the date hereof.

Section 4.01 Organization and Qualification of Seller. Seller is a not-for-profit corporation duly organized, validly existing and in good standing under the Laws of the State of Illinois and has full corporate power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the Business as currently conducted after Seller's temporary suspension of hospital services at the Peru Hospital. Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of the Purchased Assets or the operation of the Business as currently conducted after Seller's temporary suspension of hospital services at the Peru Hospital makes such licensing or qualification necessary.

Section 4.02 Authority of Seller. Seller has full corporate power and authority to enter into this Agreement and the Ancillary Documents to which Seller is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and any Ancillary Document to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Seller. This Agreement has been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms. When each Ancillary Document to which Seller is or will be a party has been duly executed and delivered by Seller (assuming due authorization, execution and delivery by each other party thereto), such Ancillary Document will constitute a legal and binding obligation of Seller enforceable against it in accordance with its terms.

Section 4.03 No Conflicts; Consents. The execution, delivery and performance by Seller of this Agreement and the Ancillary Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the articles of incorporation, by-laws or other organizational documents of Seller; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Seller, the Business or the Purchased Assets; (c) except as set forth in Section 4.03 of the Disclosure Schedules, require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Contract or Permit to which Seller is a party or by which Seller or the Business is bound or to which any of the Purchased Assets are subject (including any Assigned Contract); or (d) result in the creation or imposition of any Encumbrance other than Permitted Encumbrances on the Purchased Assets. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental

Authority is required by or with respect to Seller in connection with the execution and delivery of this Agreement or any of the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby.

Section 4.04 Material Contracts.

(a) Section 4.04(a) of the Disclosure Schedules lists each of the following Contracts (x) by which any of the Purchased Assets are bound or affected or (y) to which Seller is a party or by which it is bound in connection with the Business or the Purchased Assets (such Contracts, together with all Contracts concerning the occupancy, management or operation of any Real Property (including without limitation, brokerage contracts) listed or otherwise disclosed in Section 4.07(a) of the Disclosure Schedules, being "*Material Contracts*"):

- (i) all Contracts involving aggregate consideration in excess of \$100,000.00 and which, in each case, cannot be cancelled without penalty or without more than 90 days' notice;
- (ii) all Contracts that provide for the indemnification of any Person or the assumption of any Tax, environmental or other Liability of any Person;
- (iii) all Contracts that relate to the acquisition or disposition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise);
- (iv) except for Contracts relating to trade payables, all Contracts relating to indebtedness (including, without limitation, guarantees);
- (v) all Contracts with any Governmental Authority;
- (vi) all Contracts that limit or purport to limit the ability of Seller to compete in any line of business or with any Person or in any geographic area or during any period of time;
- (vii) all Contracts for the sale of any of the Purchased Assets or for the grant to any Person of any option, right of first refusal or preferential or similar right to purchase any of the Purchased Assets;
- (viii) all Contracts for the lease of any equipment or other personal property located in the Real Property;
- (ix) all powers of attorney with respect to the Business or any Purchased Asset; and
- (x) all other Contracts that are material to the Purchased Assets or the operation of the Business and not previously disclosed pursuant to this Section 4.04.

(b) Each Material Contract is valid and binding on Seller in accordance with its terms and is in full force and effect. None of Seller or, to Seller's Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Material Contract. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to Buyer. There are no material disputes pending or threatened under any Contract included in the Purchased Assets.

Section 4.05 Title to Purchased Assets. Seller has good and valid title to, or a valid leasehold interest in, all of the Purchased Assets. All such Purchased Assets (including leasehold interests) are free and clear of Encumbrances except for the following (collectively referred to as "*Permitted Encumbrances*"):

- (a) those items set forth in Section 4.05 of the Disclosure Schedules;
- (b) liens for Taxes not yet due and payable; or
- (c) easements, rights of way, zoning ordinances and other similar encumbrances affecting Real Property which are not, individually or in the aggregate, material to the Business or the Purchased Assets, which do not prohibit or interfere with the current operation of any Real Property and which do not render title to any Real Property unmarketable.

Section 4.06 Condition and Sufficiency of Assets. The buildings, plants, structures, furniture, fixtures, machinery, equipment, and other items of tangible personal property included in the Purchased Assets are structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such buildings, plants, structures, furniture, fixtures, machinery, equipment, and other items of tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted immediately prior to the date on which Seller temporarily suspended the provision of hospital services at the Peru Hospital and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted.

#### Section 4.07 Real Property.

(a) Section 4.07(a) of the Disclosure Schedules sets forth each parcel of real property owned by Seller and used in or necessary for the conduct of the Business as currently conducted (together with all buildings, fixtures, structures and improvements situated thereon and all easements, rights-of-way and other rights and privileges appurtenant thereto, collectively, the "*Owned Real Property*"), including with respect to

each property, the address, location, and use. Seller has delivered to Buyer copies of the deeds and other instruments (as recorded) by which Seller acquired such parcel of Owned Real Property, and copies of all title insurance policies, opinions, abstracts and surveys in the possession of Seller with respect to such parcel. With respect to each parcel of Real Property:

- (i) Seller has good and marketable fee simple title, free and clear of all Encumbrances, except Permitted Encumbrances;
- (ii) except as set forth on Section 4.07(a)(ii) of the Disclosure Schedules, Seller has not leased or otherwise granted to any Person the right to use or occupy such Owned Real Property or any portion thereof; and
- (iii) there are no unrecorded outstanding options, rights of first offer or rights of first refusal to purchase such Owned Real Property or any portion thereof or interest therein.

(b) Section 4.07(b) of the Disclosure Schedules sets forth each parcel of real property leased by Seller and used in or necessary for the conduct of the Business as currently conducted (together with all rights, title and interest of Seller in and to leasehold improvements relating thereto, including, but not limited to, security deposits, reserves or prepaid rents paid in connection therewith, collectively, the “*Leased Real Property*”), and a true and complete list of all leases, subleases, licenses, concessions and other agreements (whether written or oral), including all amendments, extensions renewals, guaranties and other agreements with respect thereto, pursuant to which Seller holds any Leased Real Property (collectively, the “*Leases*”). Seller has delivered to Buyer a true and complete copy of each Lease. With respect to each Lease:

- (i) such Lease is valid, binding, enforceable and in full force and effect, and Seller enjoys peaceful and undisturbed possession of the Leased Real Property;
- (ii) Seller is not in breach or default under such Lease, and no event has occurred or circumstance exists which, with the delivery of notice, passage of time or both, would constitute such a breach or default, and Seller has paid all rent due and payable under such Lease;
- (iii) Seller has not received nor given any notice of any default or event that with notice or lapse of time, or both, would constitute a default by Seller under any of the Leases and, to the Knowledge of Seller, no other party is in default thereof, and no party to any Lease has exercised any termination rights with respect thereto;
- (iv) Seller has not subleased, assigned or otherwise granted to any Person the right to use or occupy such Leased Real Property or any portion thereof; and

(v) Seller has not pledged, mortgaged or otherwise granted an Encumbrance on its leasehold interest in any Leased Real Property.

(c) Seller has not received any written notice of (i) violations of building codes and/or zoning ordinances or other governmental or regulatory Laws affecting the Real Property, (ii) existing, pending or threatened condemnation proceedings affecting the Real Property, or (iii) existing, pending or threatened zoning, building code or other moratorium proceedings, or similar matters which could reasonably be expected to adversely affect the ability to operate the Real Property as currently operated. Neither the whole nor any material portion of any Real Property has been damaged or destroyed by fire or other casualty.

(d) The Real Property is sufficient for the continued conduct of the Business after the Closing in substantially the same manner as currently conducted after Seller's temporary suspension of hospital services at the Peru Hospital and constitutes all of the real property necessary to conduct the Business as currently conducted.

**Section 4.08 Insurance.** Section 4.08 of the Disclosure Schedules sets forth (a) a true and complete list of all current policies or binders of fire, liability, professional liability, umbrella liability, real and personal property, workers' compensation, fiduciary liability and other casualty and property insurance maintained by Seller or its Affiliates and relating to the Business, the Purchased Assets or the Assumed Liabilities (collectively, the "*Insurance Policies*"); and (b) with respect to the Business, the Purchased Assets or the Assumed Liabilities, a list of all pending claims and the claims history for Seller since January 1, 2020. There are no claims related to the Business, the Purchased Assets or the Assumed Liabilities pending under any such Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. Neither Seller nor any of its Affiliates has received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of such Insurance Policies. All premiums due on such Insurance Policies have either been paid or, if not yet due, accrued. All such Insurance Policies (a) are in full force and effect and enforceable in accordance with their terms; (b) are provided by carriers who are financially solvent; and (c) have not been subject to any lapse in coverage. None of Seller or any of its Affiliates is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any such Insurance Policy. The Insurance Policies are of the type and in the amounts customarily carried by Persons conducting a business similar to the Business and are sufficient for compliance with all applicable Laws and Contracts to which Seller is a party or by which it is bound. True and complete copies of the Insurance Policies have been made available to Buyer.

**Section 4.09 Legal Proceedings; Governmental Orders.**

(a) There are no Actions pending or, to Seller's Knowledge, threatened against or by Seller (a) relating to or affecting the Business, the Purchased Assets or the Assumed Liabilities; or (b) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

(b) There are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against, relating to or affecting the Business.

**Section 4.10 Compliance With Laws; Permits.**

(a) Seller has complied, and is now complying, with all Laws, including all Health Care Laws, applicable to the conduct of the Business as conducted immediately prior to the date on which Seller suspended the provision of hospital services at the Peru Hospital or the ownership and use of the Purchased Assets. All submissions of claims to any Federal or State healthcare program have complied with all applicable Laws.

(b) All Permits required for Seller to conduct the Business as currently conducted after Seller's temporary suspension of hospital services at the Peru Hospital or for the ownership and use of the Purchased Assets have been obtained by Seller and are valid and in full force and effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full. Section 4.10(b) of the Disclosure Schedules lists all current Permits issued to Seller which are related to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets, including the names of the Permits and their respective dates of issuance and expiration. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth in Section 4.10(b) of the Disclosure Schedules.

**Section 4.11 Environmental Matters.**

(a) The operations of Seller with respect to the Business and the Purchased Assets are currently and have been in compliance with all Environmental Laws. Seller has not received from any Person, with respect to the Business or the Purchased Assets, any: (i) Environmental Notice or Environmental Claim; or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the Closing Date.

(b) Seller has obtained and is in material compliance with all Environmental Permits (each of which is disclosed in Section 4.11(b) of the Disclosure Schedules) necessary for the conduct of the Business as conducted immediately prior to the date on which Seller suspended the provision of hospital services at the Peru Hospital or the ownership, lease, operation or use of the Purchased Assets and all such Environmental Permits are in full force and effect and shall be maintained in full force and effect by Seller through the Closing Date in accordance with Environmental Law, and Seller is not aware of any condition, event or circumstance that might prevent or impede, after the Closing Date, the conduct of the Business as currently conducted or the ownership, lease, operation or use of the Purchased Assets. With respect to any such Environmental Permits, Seller has undertaken, or will undertake prior to the Closing Date, all measures necessary to facilitate transferability of the same, and Seller is not aware of any condition, event or circumstance that might prevent or impede the transferability of the

same, and has not received any Environmental Notice or written communication regarding any material adverse change in the status or terms and conditions of the same.

(c) None of the Business or the Purchased Assets or any real property owned, leased or operated by Seller in connection with the Business is listed on, or has been proposed for listing on, the National Priorities List (or CERCLIS) under CERCLA, or any similar state list.

(d) There has been no Release of Hazardous Materials in contravention of Environmental Law with respect to the Business or the Purchased Assets or any real property owned, leased or operated by Seller in connection with the Business, and Seller has not received an Environmental Notice that any of the Business or the Purchased Assets (including soils, groundwater, surface water, buildings and other structure located thereon) has been contaminated with any Hazardous Material which could reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or term of any Environmental Permit by, Seller.

(e) Section 4.11(e) of the Disclosure Schedules contains a complete and accurate list of all active or abandoned aboveground or underground storage tanks owned or operated by Seller in connection with the Business or the Purchased Assets.

(f) Seller has not retained or assumed, by contract or operation of Law, any liabilities or obligations of third parties under Environmental Law.

(g) Seller has provided or otherwise made available to Buyer and listed in Section 4.11(g) of the Disclosure Schedules: (i) any and all environmental reports, studies, audits, records, sampling data, site assessments, risk assessments, economic models and other similar documents with respect to the Business or the Purchased Assets or any real property owned, leased or operated by Seller in connection with the Business which are in the possession or control of Seller related to compliance with Environmental Laws, Environmental Claims or an Environmental Notice or the Release of Hazardous Materials; and (ii) any and all material documents concerning planned or anticipated capital expenditures required to reduce, offset, limit or otherwise control pollution and/or emissions, manage waste or otherwise ensure compliance with current or future Environmental Laws (including, without limitation, costs of remediation, pollution control equipment and operational changes).

(h) Seller is not aware of or reasonably anticipates, as of the Closing Date, any condition, event or circumstance concerning the Release or regulation of Hazardous Materials that might, after the Closing Date, prevent, impede or materially increase the costs associated with the ownership, lease, operation, performance or use of the Business or the Purchased Assets as currently carried out.

#### Section 4.12 Taxes.

(a) All Tax Returns with respect to the Business required to be filed by Seller for any Pre-Closing Tax Period have been, or will be, timely filed. Such Tax Returns are,

or will be, true, complete and correct in all respects. All Taxes due and owing by Seller (whether or not shown on any Tax Return) have been, or will be, timely paid.

(b) Seller has withheld and paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, member or other party, and complied with all information reporting and backup withholding provisions of applicable Law.

(c) No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of Seller.

(d) All deficiencies asserted, or assessments made, against Seller as a result of any examinations by any taxing authority have been fully paid.

(e) Seller is not a party to any Action by any taxing authority. There are no pending or threatened Actions by any taxing authority.

(f) There are no Encumbrances for Taxes upon any of the Purchased Assets nor is any taxing authority in the process of imposing any Encumbrances for Taxes on any of the Purchased Assets (other than for current Taxes not yet due and payable).

(g) Seller is not a “foreign person” as that term is used in Treasury Regulations Section 1.1445-2.

(h) Seller is not, and has not been, a party to, or a promoter of, a “reportable transaction” within the meaning of Section 6707A(c)(1) of the Code and Treasury Regulations Section 1.6011 4(b).

Section 4.13 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any Ancillary Document based upon arrangements made by or on behalf of Seller.

Section 4.14 Full Disclosure. No representation or warranty by Seller in this Agreement and no statement contained in the Disclosure Schedules to this Agreement or any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

## **ARTICLE V. REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller that the statements contained in this Article V are true and correct as of the date hereof.

Section 5.01 Organization of Buyer. Buyer is a not-for-profit corporation duly organized, validly existing and in good standing under the Laws of the State of Illinois.

Section 5.02 Authority of Buyer. Buyer has full corporate power and authority to enter into this Agreement and the Ancillary Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any Ancillary Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms. When each Ancillary Document to which Buyer is or will be a party has been duly executed and delivered by Buyer (assuming due authorization, execution and delivery by each other party thereto), such Ancillary Document will constitute a legal and binding obligation of Buyer enforceable against it in accordance with its terms.

Section 5.03 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the Ancillary Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the articles of incorporation, bylaws or other organizational documents of Buyer; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Buyer; or (c) require the consent, notice or other action by any Person under any Contract to which Buyer is a party. Except as set forth in Section 5.03 of the Disclosure Schedules, no consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Buyer in connection with the execution and delivery of this Agreement and the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby.

Section 5.04 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any Ancillary Document based upon arrangements made by or on behalf of Buyer.

Section 5.05 Legal Proceedings. There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

## ARTICLE VI. COVENANTS

Section 6.01 Conduct of Business Prior to the Closing. From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), Seller shall (x) conduct the Business in the ordinary course of business consistent with past practice; and (y) use reasonable best efforts to maintain and preserve intact its current Business organization and

operations. Without limiting the foregoing, from the date hereof until the Closing Date, Seller shall:

- (a) preserve and maintain all Permits required for the ownership and use of the Purchased Assets;
- (b) maintain the Peru Hospital as an “existing health care facility,” as such term is defined at 77 Ill. Admin. Code § 1130.140;
- (c) transfer to the Peru Hospital the personal property described in Section 6.01(c) of the Disclosure Schedules, which was located in such facility immediately prior to the date on which Seller suspended the provision of hospital services at such facility, to the extent such personal property was transferred to other facilities operated by Seller;
- (d) pay the Taxes of the Business when due;
- (e) maintain the properties and assets included in the Purchased Assets in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear;
- (f) continue in full force and effect without modification all Insurance Policies, except as required by applicable Law;
- (g) defend and protect the properties and assets included in the Purchased Assets from infringement or usurpation;
- (h) perform all of its obligations under all Assigned Contracts; and
- (i) comply in all material respects with all Laws applicable to the conduct of the Business or the ownership and use of the Purchased Assets.

**Section 6.02 Access to Information.** From the date hereof until the Closing, Seller shall (a) afford Buyer and its Representatives full and free access to and the right to inspect all of the Real Property, properties, assets, premises, Contracts and other documents and data related to the Business; (b) furnish Buyer and its Representatives with such financial, operating and other data and information related to the Business as Buyer or any of its Representatives may reasonably request; and (c) instruct the Representatives of Seller to cooperate with Buyer in its investigation of the Business. Without limiting the foregoing, Seller shall permit Buyer and its Representatives to conduct environmental due diligence of the Real Property, including the collecting and analysis of samples of indoor or outdoor air, potentially hazardous building materials, surface water, groundwater or surface or subsurface land on, at, in, under or from the Real Property. Any investigation pursuant to this Section 6.02 shall be conducted in such manner as not to interfere unreasonably with the conduct of the Business or any other businesses of Seller. No investigation by Buyer or other information received by Buyer shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement.

Section 6.03 No Solicitation of Other Bids.

(a) Seller shall not, and shall not authorize or permit any of its Affiliates or any of its or their Representatives to, directly or indirectly, (i) encourage, solicit, initiate, facilitate or continue inquiries regarding an Acquisition Proposal; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. Seller shall immediately cease and cause to be terminated, and shall cause its Affiliates and all of its and their Representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could lead to, an Acquisition Proposal. For purposes hereof, “*Acquisition Proposal*” means any inquiry, proposal or offer from any Person (other than Buyer or any of its Affiliates) relating to the direct or indirect disposition, whether by sale, merger or otherwise, of all or any portion of the Business or the Purchased Assets.

(b) In addition to the other obligations under this Section 6.03, Seller shall promptly (and in any event within three Business Days after receipt thereof by Seller or its Representatives) advise Buyer orally and in writing of any Acquisition Proposal, any request for information with respect to any Acquisition Proposal, or any inquiry with respect to or which could reasonably be expected to result in an Acquisition Proposal, the material terms and conditions of such request, Acquisition Proposal or inquiry, and the identity of the Person making the same.

(c) Seller agrees that the rights and remedies for noncompliance with this Section 6.03 shall include having such provision specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to Buyer and that money damages would not provide an adequate remedy to Buyer.

Section 6.04 Notice of Certain Events.

(a) From the date hereof until the Closing, Seller shall promptly notify Buyer in writing of:

(i) any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (B) has resulted in, or could reasonably be expected to result in, any representation or warranty made by Seller hereunder not being true and correct or (C) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in Section 7.02 to be satisfied;

(ii) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(iii) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; and

(iv) any Actions commenced or, to Seller's Knowledge, threatened against, relating to or involving or otherwise affecting the Business, the Purchased Assets or the Assumed Liabilities that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 4.09 or that relates to the consummation of the transactions contemplated by this Agreement, including but not limited to any proceeding in Bankruptcy Court.

(b) Buyer's receipt of information pursuant to this Section 6.04 shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement (including Section 8.02 and Section 9.01(b)) and shall not be deemed to amend or supplement the Disclosure Schedules.

**Section 6.05 Employees and Employee Benefits.**

(a) Notwithstanding any recruitment incentives that Buyer might choose to offer to former employees of Seller, Buyer shall have no obligation to employ any employee of Seller either on or after the Closing Date. However, Buyer shall use reasonable efforts to offer employment (which will be on an "at will" basis unless otherwise agreed to by Buyer), to those employees of Seller who are determined by Buyer to be eligible and necessary for employment under Buyer's employment policies, practices, and planned operations upon the reopening of the Peru Hospital by Buyer. Prior to the Closing Date, Seller's employees may apply for open positions at any of Buyer's locations. Seller shall not take any action to prohibit or discourage any employee of Seller from entering into an employment relationship with Buyer or any of its Affiliates as of the Closing Date, and shall waive any applicable restrictive covenants that would affect an employee's ability to become an employee of Buyer or any of its Affiliates as of the Closing Date.

(b) Seller shall be solely responsible, and Buyer shall have no obligations whatsoever for, any compensation or other amounts payable to any current or former employee, officer, director, independent contractor or consultant of the Business, including, without limitation, hourly pay, commission, bonus, salary, accrued vacation, fringe, pension or profit sharing benefits or severance pay for any period relating to the service with Seller at any time on or prior to the Closing Date and Seller shall pay all such amounts to all entitled persons on or prior to the Closing Date.

(c) Seller shall remain solely responsible for the satisfaction of all claims for medical, dental, life insurance, health accident or disability benefits brought by or in respect of current or former employees, officers, directors, independent contractors or consultants of the Business or the spouses, dependents or beneficiaries thereof, which claims relate to events occurring on or prior to the Closing Date. Seller also shall remain solely responsible for all worker's compensation claims of any current or former employees, officers, directors, independent contractors or consultants of the Business

which relate to events occurring on or prior to the Closing Date. Seller shall pay, or cause to be paid, all such amounts to the appropriate persons as and when due.

(d) In the case of employees of Seller whose positions are eliminated by Seller, who transition employment directly to Buyer on or prior to December 31, 2023 and provide proof of their hire date at Seller, Buyer will consider recognizing and providing credit for periods of service with Seller prior to the Closing for purposes of paid time off benefits and service awards.

**Section 6.06 Confidentiality.** Buyer and Seller acknowledge and agree that the Confidentiality Agreement remains in full force and effect and, in addition, covenant and agree to keep confidential, in accordance with the provisions of the Confidentiality Agreement, information provided pursuant to this Agreement other than what is necessary for the Seller to obtain approval of the Bankruptcy Court for this transaction and seek competing bids, if applicable. If this Agreement is, for any reason, terminated prior to the Closing, the Confidentiality Agreement and the provisions of this Section 6.06 shall nonetheless continue in full force and effect.

**Section 6.07 Governmental Approvals and Consents.**

(a) Each party hereto shall, as promptly as possible, (i) make, or cause or be made, all filings and submissions required under any Law applicable to such party or any of its Affiliates; and (ii) use reasonable best efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all Governmental Authorities that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement and the Ancillary Documents. Each party shall cooperate fully with the other party and its Affiliates in promptly seeking to obtain all such consents, authorizations, orders and approvals. The parties hereto shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals.

(b) Seller and Buyer shall use reasonable best efforts to give all notices to, and obtain all consents from, all third parties that are described in Section 4.03 and Section 5.03 of the Disclosure Schedules, including but not limited to any necessary consents from the Catholic Church in relation to the sale by Seller to Buyer of the Purchased Assets.

(c) Without limiting the generality of the parties' undertakings pursuant to subsections (a) and (b) above, each of the parties hereto shall use all reasonable best efforts to:

(i) respond to any inquiries by any Governmental Authority regarding antitrust or other matters with respect to the transactions contemplated by this Agreement or any Ancillary Document;

(ii) avoid the imposition of any order or the taking of any action that would restrain, alter or enjoin the transactions contemplated by this Agreement or any Ancillary Document; and

(iii) in the event any Governmental Order adversely affecting the ability of the parties to consummate the transactions contemplated by this Agreement or any Ancillary Document has been issued, to have such Governmental Order vacated or lifted.

(d) All analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals made by or on behalf of either party before any Governmental Authority or the staff or regulators of any Governmental Authority, in connection with the transactions contemplated hereunder (but, for the avoidance of doubt, not including any interactions between Seller or Buyer with Governmental Authorities in the ordinary course of business, any disclosure which is not permitted by Law or any disclosure containing confidential information) shall be disclosed to the other party hereunder in advance of any filing, submission or attendance, it being the intent that the parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any such analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals. Each party shall give notice to the other party with respect to any meeting, discussion, appearance or contact with any Governmental Authority or the staff or regulators of any Governmental Authority, with such notice being sufficient to provide the other party with the opportunity to attend and participate in such meeting, discussion, appearance or contact.

(e) Without limiting the provisions of Section 6.07(d), the parties acknowledge and agree that they intend to seek from the Illinois Health Facilities and Services Review Board a Certificate of Exemption for the Change of Ownership of the Peru Hospital. The parties shall use reasonable best efforts to cooperate in the preparation and submission of the relevant application materials and in the presentation of such application during any relevant public hearings and/or meetings of the Illinois Health Facilities and Services Review Board.

(f) The parties acknowledge and agree that Buyer intends to refuse to accept assignment of Seller's Medicare provider agreements with respect to all facilities owned and operated by Seller other than the Rural Health Clinic, including but not limited to the Peru Hospital and its swing-bed unit, and any rural health clinic other than the Rural Health Clinic, meaning that the existing Medicare provider agreements related to such facilities shall be terminated effective as of the Closing Date. In connection with such refusal to accept assignment, Seller acknowledges that Buyer intends to notify the relevant CMS Regional Office not less than forty-five (45) days prior to the Closing Date, as required under Section 3210.5A of Chapter 3 of Pub. 100-07 – State Operations Manual. Seller shall use reasonable best efforts to cooperate in the transition of services at the affected facilities to Buyer's existing Medicare provider agreements, as such may be amended. With respect to the Rural Health Clinic, Seller shall notify the CMS Regional Office of the CHOW prior to the Closing Date as required under Section 3210.1B1 of Chapter 3 of Pub. 100-07 – State Operations Manual, in accordance with the provisions of Section 6.07(d).

(g) Notwithstanding the foregoing, nothing in this Section 6.07 shall require, or be construed to require, Buyer or any of its Affiliates to agree to (i) sell, hold, divest, discontinue or limit, before or after the Closing Date, any assets, businesses or interests of Buyer or any of its Affiliates; (ii) any conditions relating to, or changes or restrictions in, the operations of any such assets, businesses or interests which, in either case, could reasonably be expected to result in a Material Adverse Effect or materially and adversely impact the economic or business benefits to Buyer of the transactions contemplated by this Agreement and the Ancillary Documents; or (iii) any material modification or waiver of the terms and conditions of this Agreement.

**Section 6.08 Medical Staff Membership.** The parties acknowledge and agree that it is the Buyer's intent to operate the Peru Hospital following the Closing Date under the license of the acute-care hospital facility, located at 1100 E. Norris Drive, Ottawa, Illinois, that is owned and operated by SEMC, an Affiliate of Buyer (such license modified as necessary upon application to the Illinois Department of Public Health prior to the Closing Date). Buyer shall use reasonable efforts to make applications for medical staff membership and clinical privileges at the combined, two-campus hospital facility available to the physicians and other health care providers who are members of the medical staff of the Peru Hospital as of the date of this Agreement, and to process such applications in accordance with Buyer's policies and procedures. Nothing in this Agreement may be construed as a guarantee of the grant of medical staff membership or clinical privileges to any physician or other health care provider based on his or her status as a medical staff member of the Peru Hospital or otherwise.

**Section 6.09 Provision of Medical Services to the Indigent.** The parties acknowledge that Buyer has in place a Financial Assistance Policy that provides for the rendering of medically necessary care to people of every faith and ethnic background, regardless of their ability to pay. Buyer hereby expresses its intent to provide, via the Purchased Assets, needed health care to patients in accordance with such Financial Assistance Policy and all applicable Laws governing the rendering of medical services to indigent and/or uninsured individuals.

**Section 6.10 Release of Guarantees.** To the extent that Seller or any of its Affiliates are named as a guarantor with respect to any of the Purchased Assets, the parties shall use reasonable best efforts to cooperate with each other and take such actions as may be reasonably necessary to obtain from applicable third parties releases of such guarantees effective as of the Closing Date. The parties acknowledge and agree that the release of such guarantees is not a condition to closing the transactions contemplated by this Agreement or any Ancillary Document.

**Section 6.11 Books and Records.**

(a) In order to facilitate the resolution of any claims made against or incurred by Seller prior to the Closing, or for any other reasonable purpose, and in order to allow Seller to fulfill its fiduciary and statutory obligations under the Bankruptcy Code, as applicable, for a period of five (5) years after the Closing, Buyer shall:

(i) retain any books and records included in the Purchased Assets relating to periods prior to the Closing; and

(ii) upon reasonable notice, afford the Seller's Representatives reasonable access (including the right to make, at Seller's expense, photocopies), during normal business hours, to such books and records.

(b) In order to facilitate the resolution of any claims made by or against or incurred by Buyer after the Closing, or for any other reasonable purpose, for a period of five (5) years following the Closing, Seller shall:

(i) retain the books and records of Seller which relate to the Business and its operations for periods prior to the Closing; and

(ii) upon reasonable notice, afford the Buyer's Representatives reasonable access (including the right to make, at Buyer's expense, photocopies), during normal business hours, to such books and records.

(c) Neither Buyer nor Seller shall be obligated to provide the other party with access to any books or records pursuant to this Section 6.11 where such access would violate any Law.

**Section 6.12 Medical Records; Notices to Patients.** Seller represents and warrants that all patient lists and patient medical records that pertain to or are maintained in connection with the Business (the "*Medical Records*") are maintained in an electronic medical record system licensed by Seller. As set forth in Section 2.02(g), the Medical Records shall not be considered a part of the Purchased Assets for purposes of this Agreement. On or prior to the Closing Date, Seller shall deliver to all the patients of the Business whose records are contained in the Medical Records a notice, in substantially the form attached hereto as Exhibit H, indicating that Seller has sold the Purchased Assets to Buyer, that the health care services provided in the facilities comprising the Real Property will be under the auspices of Buyer, and that if they desire to continue receiving medical services in such facilities, they should contact Seller to request that their medical records be transferred to Buyer. Seller shall use reasonable best efforts, both before and after the Closing Date, to cooperate with Buyer in the transfer of copies of such Medical Records to Buyer, in order that Buyer may make use of such Medical Records in the care and treatment of patients who seek health care services from Buyer following the Closing Date. Seller shall maintain the Medical Records in accordance with applicable Law.

**Section 6.13 Closing Conditions.** From the date hereof until the Closing, each party hereto shall use reasonable best efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article VII hereof.

**Section 6.14 Public Announcements.** Unless otherwise required by applicable Law (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

**Section 6.15 Bulk Sales Laws.** The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise

be applicable with respect to the sale of any or all of the Purchased Assets to Buyer; it being understood that any Liabilities arising out of the failure of Seller to comply with the requirements and provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction which would not otherwise constitute Assumed Liabilities shall be treated as Excluded Liabilities.

Section 6.16 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the Ancillary Documents (including any real property transfer Tax and any other similar Tax) shall be borne and paid by Buyer when due. Buyer shall, at its own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and Seller shall cooperate with respect thereto as necessary).

Section 6.17 Tax Clearance Certificates. Seller shall notify all of the taxing authorities in the jurisdictions that impose Taxes on Seller or where Seller has a duty to file Tax Returns of the transactions contemplated by this Agreement in the form and manner required by such taxing authorities, if the failure to make such notifications or receive any available tax clearance certificate (a “*Tax Clearance Certificate*”) could subject the Buyer to any Taxes of Seller. If any taxing authority asserts that Seller is liable for any Tax, Seller shall promptly pay any and all such amounts and shall provide evidence to the Buyer that such liabilities have been paid in full or otherwise satisfied. In the event a required Tax Clearance Certificate is not delivered to Buyer on or prior to Closing, as required by Section 7.02(n), Buyer shall be entitled to deduct and withhold from the Purchase Price all Taxes that Buyer may be required to deduct and withhold under any provision of Tax Law. All such withheld amounts shall be treated as delivered to Seller hereunder.

Section 6.18 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the Ancillary Documents.

## ARTICLE VII. CONDITIONS TO CLOSING

Section 7.01 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(a) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

(b) Seller shall have received all consents, authorizations, orders and approvals from the Governmental Authorities referred to in Section 4.03 and Buyer shall

have received all consents, authorizations, orders and approvals from the Governmental Authorities referred to in Section 5.03, in each case, in form and substance reasonably satisfactory to Buyer and Seller, and no such consent, authorization, order and approval shall have been revoked.

(c) If Seller is a debtor in a bankruptcy in Bankruptcy Court on the Closing Date, the Bankruptcy Court must approve this transaction by written order pursuant to Sections 363 and 365 of the Bankruptcy Code, which order shall be in form and substance satisfactory to Buyer.

Section 7.02 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) Other than the representations and warranties of Seller contained in Section 4.01, Section 4.02, Section 4.03 and Section 4.13, the representations and warranties of Seller contained in this Agreement, the Ancillary Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of Seller contained in Section 4.01, Section 4.02, Section 4.03(a) and Section 4.13 shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

(b) Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the Ancillary Documents to be performed or complied with by it prior to or on the Closing Date; *provided, that*, with respect to agreements, covenants and conditions that are qualified by materiality, Seller shall have performed such agreements, covenants and conditions, as so qualified, in all respects.

(c) No Action shall have been commenced against Buyer or Seller, which would prevent the Closing. No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any transaction contemplated hereby.

(d) All approvals, consents and waivers that are listed on Section 4.03 of the Disclosure Schedules shall have been received, and executed counterparts thereof shall have been delivered to Buyer at or prior to the Closing.

(e) From the date of this Agreement, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect.

(f) Seller shall have delivered to Buyer duly executed counterparts to the Ancillary Documents and such other documents and deliveries set forth in Section 3.02(a).

(g) Buyer shall have received all Permits that are necessary for it to conduct the Business as conducted by Seller as of the Closing Date.

(h) Buyer shall have received (at Seller's expense) an owner's title insurance policy with respect to each Owned Real Property, issued by a nationally recognized title insurance company acceptable to Buyer, written as of the Closing Date, insuring Buyer in such amounts and together with such endorsements, and otherwise in such form, as Buyer shall require. Such title insurance policy shall insure fee simple title to each Owned Real Property, free and clear of all Encumbrances other than Permitted Encumbrances. Buyer shall have received (at Seller's expense) an appropriately certified ALTA/NSPS Land Title Survey showing no Encumbrances other than the Permitted Encumbrances, and otherwise in form and substance satisfactory to Buyer, for each of the Owned Real Properties.

(i) All Encumbrances relating to the Purchased Assets shall have been released in full, other than Permitted Encumbrances, and Seller shall have delivered to Buyer written evidence, in form satisfactory to Buyer in its sole discretion, of the release of such Encumbrances.

(j) Buyer shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Seller, that each of the conditions set forth in Section 7.02(a) and Section 7.02(b) have been satisfied (the "*Seller Closing Certificate*").

(k) Buyer shall have received a certificate of the Secretary (or equivalent officer) of Seller certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Seller authorizing the execution, delivery and performance of this Agreement and the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(l) Buyer shall have received a certificate of the Secretary (or equivalent officer) of Seller certifying the names and signatures of the officers of Seller authorized to sign this Agreement, the Ancillary Documents and the other documents to be delivered hereunder and thereunder.

(m) Buyer shall have received a certificate pursuant to Treasury Regulations Section 1.1445-2(b) (the "*FIRPTA Certificate*") that Seller is not a foreign person within the meaning of Section 1445 of the Code duly executed by Seller.

(n) Buyer shall have received a copy of a Tax Clearance Certificate issued to Seller by the Illinois Department of Revenue as of a recent date prior to the Closing Date.

(o) Buyer shall have received evidence that Seller has obtained, at its sole cost and expense, an extended reporting endorsement to the Insurance Policies, if such policies have been maintained on a “claims-made” basis, covering any claims made or occurrences relating to or resulting from any event that occurred prior to the Closing Date.

(p) Buyer shall have received evidence that Seller has transferred to the Peru Hospital the personal property described in Section 6.01(c).

(q) The Illinois Health Facilities and Services Review Board shall have granted a Certificate of Exemption in connection with (i) the change of ownership of the Peru Hospital from Seller to Buyer, and (ii) the discontinuation at the Peru Hospital of any “category of service” (as such term is defined at 77 Ill. Admin. Code § 1100.220), if any, as of the Closing Date determined to be necessary by Buyer in its sole discretion.

(r) The Illinois Department of Public Health shall have granted a license to operate the Peru Hospital and SEMC’s hospital facility located at 1100 East Norris Drive, Ottawa, Illinois, under a single acute-care hospital license.

(s) Buyer shall have completed its due diligence investigation of the Business, and shall, in its reasonable discretion, be satisfied with the results of such due diligence investigation.

(t) Seller shall have delivered to Buyer such other documents or instruments as Buyer reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

**Section 7.03 Conditions to Obligations of Seller.** The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Seller’s waiver, at or prior to the Closing, of each of the following conditions:

(a) Other than the representations and warranties of Buyer contained in Section 5.01, Section 5.02, Section 5.03 and Section 5.04, the representations and warranties of Buyer contained in this Agreement, the Ancillary Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or material adverse effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of Buyer contained in Section 5.01, Section 5.02, Section 5.03(a) and Section 5.04 shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date.

(b) Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the Ancillary Documents to be performed or complied with by it prior to or on the Closing Date.

(c) No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any material transaction contemplated hereby.

(d) All approvals, consents and waivers that are listed on Section 5.03 of the Disclosure Schedules shall have been received, and executed counterparts thereof shall have been delivered to Seller at or prior to the Closing.

(e) Buyer shall have delivered to Seller duly executed counterparts to the Ancillary Documents and such other documents and deliveries set forth in Section 3.02(b).

(f) Buyer shall have delivered the Indemnification Escrow Amount to the Escrow Agent pursuant to Section 3.02(c).

(g) Seller shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Buyer, that each of the conditions set forth in Section 7.03(a) and Section 7.03(b) have been satisfied (the “*Buyer Closing Certificate*”).

(h) Seller shall have received a certificate of the Secretary (or equivalent officer) of Buyer certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Buyer authorizing the execution, delivery and performance of this Agreement and the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(i) Seller shall have received a certificate of the Secretary (or equivalent officer) of Buyer certifying the names and signatures of the officers of Buyer authorized to sign this Agreement, the Ancillary Documents and the other documents to be delivered hereunder and thereunder.

(j) Buyer shall have delivered to Seller such other documents or instruments as Seller reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

## **ARTICLE VIII.** **INDEMNIFICATION**

Section 8.01 Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is two years from the Closing Date; *provided, that* the representations and warranties in (i) Section 4.01, Section 4.02, Section 4.03,

Section 4.13, Section 5.01, Section 5.02, Section 5.03 and Section 5.04 shall survive indefinitely, and (ii) Section 4.12 shall survive for the full period of all applicable statutes of limitations (giving effect to any waiver, mitigation or extension thereof) plus 60 days. All covenants and agreements of the parties contained herein shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

**Section 8.02 Indemnification By Seller.** Subject to the other terms and conditions of this Article VIII, from and after Closing, Seller shall indemnify and defend each of Buyer and its Affiliates and their respective Representatives (collectively, the “*Buyer Indemnitees*”) against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, with respect to or by reason of:

- (a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement, the Ancillary Documents or in any certificate or instrument delivered by or on behalf of Seller pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);
- (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement, the Ancillary Documents or any certificate or instrument delivered by or on behalf of Seller pursuant to this Agreement;
- (c) any Excluded Asset or any Excluded Liability; or
- (d) any Third-Party Claim based upon, resulting from or arising out of the business, operations, properties, assets or obligations of Seller or any of its Affiliates conducted, existing or arising on or prior to the Closing Date.

**Section 8.03 Certain Limitations.** The indemnification provided for in Section 8.02 shall be subject to the following limitations:

- (a) Seller shall not be liable to the Buyer Indemnitees for indemnification under Section 8.02(a) until the aggregate amount of all Losses in respect of indemnification under Section 8.02(a) exceeds \$190,000.00 (the “*Basket*”), in which event Seller shall be required to pay or be liable for all such Losses from the first dollar. The aggregate amount of all Losses for which Seller shall be liable pursuant to Section 8.02(a) shall not exceed \$38,000,000.00 (the “*Cap*”).
- (b) Notwithstanding the foregoing, the limitations set forth in Section 8.03(a) shall not apply to Losses based upon, arising out of, with respect to or by reason of any

inaccuracy in or breach of any representation or warranty in Section 4.01, Section 4.02, Section 4.03, Section 4.12, and Section 4.13.

(c) For purposes of this Article VIII (including for purposes of determining the existence of any inaccuracy in, or breach of, any representation or warranty and for calculating the amount of any Loss with respect thereto), any inaccuracy in or breach of any representation or warranty shall be determined without regard to any materiality, Material Adverse Effect or other similar qualification contained in or otherwise applicable to such representation or warranty.

#### Section 8.04 Indemnification Procedures.

(a) Third-Party Claims. If any of the Buyer Indemnitees receives notice of the assertion or commencement of any Action made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing (a “*Third-Party Claim*”) against such Buyer Indemnitee with respect to which the Seller is obligated to provide indemnification under this Agreement, the Buyer shall give the Seller reasonably prompt written notice thereof, but in any event not later than thirty (30) calendar days after receipt of such notice of such Third-Party Claim. The failure to give such prompt written notice shall not, however, relieve the Seller of its indemnification obligations, except and only to the extent that the Seller forfeits rights or defenses by reason of such failure. Such notice by the Buyer shall describe the Third-Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Buyer Indemnitees. The Seller shall have the right to participate in, or by giving written notice to the Buyer, to assume the defense of any Third-Party Claim at the Seller’s expense and by the Seller’s own counsel, and the Buyer shall cooperate in good faith in such defense; *provided, that* Seller shall not have the right to defend or direct the defense of any such Third-Party Claim that seeks an injunction or other equitable relief against the Buyer Indemnitees. In the event that the Seller assumes the defense of any Third-Party Claim, subject to Section 8.04(b), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third-Party Claim in the name and on behalf of the Buyer Indemnitees. The Buyer shall have the right to participate in the defense of any Third-Party Claim with counsel selected by it subject to the Seller’s right to control the defense thereof. The fees and disbursements of such counsel shall be at the expense of the Buyer, *provided, that* if in the reasonable opinion of counsel to the Buyer, (A) there are legal defenses available to any of the Buyer Indemnitees that are different from or additional to those available to the Seller; or (B) there exists a conflict of interest between the Seller and the Buyer Indemnitees that cannot be waived, the Seller shall be liable for the reasonable fees and expenses of counsel to the Buyer Indemnitees in each jurisdiction for which the Buyer determines counsel is required. If the Seller elects not to compromise or defend such Third-Party Claim, fails to promptly notify the Buyer in writing of its election to defend as provided in this Agreement, or fails to diligently prosecute the defense of such Third-Party Claim, the Buyer may, subject to Section 8.04(b), pay, compromise, defend such Third-Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third-

Party Claim. Seller and Buyer shall cooperate with each other in all reasonable respects in connection with the defense of any Third-Party Claim, including making available (subject to the provisions of Section 6.06) records relating to such Third-Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third-Party Claim.

(b) Settlement of Third-Party Claims. Notwithstanding any other provision of this Agreement, the Seller shall not enter into settlement of any Third-Party Claim without the prior written consent of the Buyer, except as provided in this Section 8.04(b). If a firm offer is made to settle a Third-Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Buyer Indemnitees and provides, in customary form, for the unconditional release of each of the Buyer Indemnitees from all liabilities and obligations in connection with such Third-Party Claim and the Seller desires to accept and agree to such offer, the Seller shall give written notice to that effect to the Buyer. If the Buyer fails to consent to such firm offer within ten (10) days after its receipt of such notice, the Buyer may continue to contest or defend such Third-Party Claim and in such event, the maximum liability of the Seller as to such Third-Party Claim shall not exceed the amount of such settlement offer. If the Buyer fails to consent to such firm offer and also fails to assume defense of such Third-Party Claim, the Seller may settle the Third-Party Claim upon the terms set forth in such firm offer to settle such Third-Party Claim. If the Buyer has assumed the defense pursuant to Section 8.04(a), it shall not agree to any settlement without the written consent of the Seller (which consent shall not be unreasonably withheld, conditioned or delayed).

(c) Direct Claims. Any Action by any of the Buyer Indemnitees on account of a Loss which does not result from a Third-Party Claim (a “*Direct Claim*”) shall be asserted by the Buyer giving the Seller reasonably prompt written notice thereof, but in any event not later than thirty (30) days after the Buyer Indemnitees become aware of such Direct Claim. The failure to give such prompt written notice shall not, however, relieve the Seller of its indemnification obligations, except and only to the extent that the Seller forfeits rights or defenses by reason of such failure. Such notice by the Buyer shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Buyer Indemnitees. The Seller shall have thirty (30) days after its receipt of such notice to respond in writing to such Direct Claim. The Buyer shall allow the Seller and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Buyer shall assist the Seller’s investigation by giving such information and assistance (including access to the Buyer’s premises and personnel and the right to examine and copy any accounts, documents or records) as the Seller or any of its professional advisors may reasonably request. If the Seller does not so respond within such thirty (30)-day period, the Seller shall be deemed to have accepted such claim. If the Seller rejects such claim, the Buyer Indemnitees shall be free to pursue such remedies as may be available to the Buyer Indemnitees on the terms and subject to the provisions of this Agreement.

**Section 8.05 Payments; Indemnification Escrow Fund.**

(a) Once a Loss is agreed to by the Seller or finally adjudicated to be payable pursuant to this Article VIII, the Seller shall satisfy its obligations within fifteen (15) Business Days of such final, non-appealable adjudication by wire transfer of immediately available funds. The parties hereto agree that should the Seller not make full payment of any such obligations within such fifteen (15) Business Day period, any amount payable shall accrue interest from and including the date of agreement of the Seller or final, non-appealable adjudication to and including the date such payment has been made at a rate per annum equal to 9%. Such interest shall be calculated daily on the basis of a 365-day year and the actual number of days elapsed.

(b) Any Losses payable to a Buyer Indemnitee pursuant to this Article VIII shall be satisfied: (i) from the Indemnification Escrow Fund; and (ii) to the extent the amount of Losses exceeds the amounts available to the Buyer Indemnitee in the Indemnification Escrow Fund, from Seller.

**Section 8.06 Tax Treatment of Indemnification Payments.** All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.

**Section 8.07 Effect of Investigation.** The representations, warranties and covenants of the Seller, and the Buyer Indemnitees' right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Buyer Indemnitees (including by any of its Representatives) or by reason of the fact that the Buyer or any of its Representatives knew or should have known that any such representation or warranty is, was or might be inaccurate or by reason of the Buyer's waiver of any condition set forth in Section 7.02 or Section 7.03, as the case may be.

**ARTICLE IX.  
TERMINATION**

**Section 9.01 Termination.** This Agreement may be terminated at any time prior to the Closing:

- (a) by the mutual written consent of Seller and Buyer;
- (b) by Buyer by written notice to Seller if:

(i) Buyer is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VII and such breach, inaccuracy or failure has not been cured by Seller within ten (10) days of Seller's receipt of written notice of such breach from Buyer; or

- (ii) any of the conditions set forth in Section 7.01 or Section 7.02 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by January 27, 2024, unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;
- (c) by Seller by written notice to Buyer if:
  - (i) Seller is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VII and such breach, inaccuracy or failure has not been cured by Buyer within ten (10) days of Buyer's receipt of written notice of such breach from Seller; or
  - (ii) any of the conditions set forth in Section 7.01 or Section 7.03 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by January 27, 2024, unless such failure shall be due to the failure of Seller to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing; or
- (d) by Buyer or Seller in the event that (i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

Section 9.02 Effect of Termination. In the event of the termination of this Agreement in accordance with this Article, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except:

- (a) as set forth in this Article IX and Section 6.06 and Article X hereof; and
- (b) that nothing herein shall relieve any party hereto from liability for any willful breach of any provision hereof.

## ARTICLE X. MISCELLANEOUS

Section 10.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred; *provided, however*, Buyer shall be responsible for expenses related to any necessary title policies, surveys, environmental assessment reports, recording of the Deeds, and any mechanical, structural, electrical, and roofing engineering reports ordered by Buyer, and for all filing and other similar fees payable in connection with obtaining: (a) a Certificate of

Exemption from the Illinois Health Facilities and Services Review Board as described in Section 7.02(p); and (b) an acute-care hospital license from the Illinois Department of Public Health as described in Section 7.02(r).

**Section 10.02 Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.02):

If to Seller: St. Margaret's Health  
600 East First Street  
Spring Valley, IL 61362  
Attention: President & CEO  
E-mail: Tim.Muntz@aboutsmh.org

with a copy to: Hinshaw & Culbertson LLP  
151 North Franklin Street  
Suite 2500  
Chicago, IL 60606  
Attention: Roy Bossen  
E-mail: rbossen@hinshawlaw.com

If to Buyer: OSF Healthcare System  
124 SW Adams Street  
Peoria, Illinois 61602  
Attention: Senior Vice-President & Chief Legal Officer  
E-mail: robert.brandfass@osfhealthcare.org

with a copy to: Lewis Rice LLC  
600 Washington Avenue  
Suite 2500  
St. Louis, MO 63101  
Attention: Michael Davidson  
E-mail: mdavidson@lewisrice.com

**Section 10.03 Interpretation.** For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (y) to an

agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

**Section 10.04 Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

**Section 10.05 Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**Section 10.06 Entire Agreement.** This Agreement and the Ancillary Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter, including but not limited to the letter of intent between the parties dated April 28, 2023. In the event of any inconsistency between the statements in the body of this Agreement and those in the Ancillary Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

**Section 10.07 Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed; *provided, however,* that prior to the Closing Date, Buyer may, without the prior written consent of Seller, assign all or any portion of its rights under this Agreement to one or more of its direct or indirect wholly-owned subsidiaries. No assignment shall relieve the assigning party of any of its obligations hereunder.

**Section 10.08 No Third-Party Beneficiaries.** Except as provided in Article VIII, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 10.09 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 10.10 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE ANCILLARY DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF ILLINOIS IN EACH CASE LOCATED IN THE CITY OF PEORIA AND COUNTY OF PEORIA, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE ANCILLARY DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE ANCILLARY DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B)

SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 10.10(c).

Section 10.11 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 10.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their duly authorized officers.

*SELLER:*

ST. MARGARET'S HEALTH, an Illinois not-for profit corporation

By: Timothy A. Muntz  
Name: Timothy A. Muntz  
Title: President & CEO

IV HEALTHCORP, INC., an Illinois not-for-profit corporation

*By St. Margaret's Health, its sole member*

By: Timothy A. Muntz  
Name: Timothy A. Muntz  
Title: President & CEO

ST. MARGARET'S HEALTH-PERU, an Illinois not-for-profit corporation

*By IV Healthcorp, Inc., its sole member*

*By St. Margaret's Health, IV Healthcorp., Inc. 's sole member*

By: Timothy A. Muntz  
Name: Timothy A. Muntz  
Title: President & CEO

ST. MARGARET'S HEALTH-SPRING VALLEY, an Illinois not-for-profit corporation

*By St. Margaret's Health, its sole member*

By: Timothy A. Muntz  
Name: Timothy A. Muntz  
Title: President & CEO

*BUYER:*

OSF HEALTHCARE SYSTEM, an Illinois  
not-for-profit corporation

By: Robert C. Schring  
Name: Robert C. Schring  
Title: CEO

MENDOTA COMMUNITY HOSPITAL  
d/b/a OSF Saint Paul Medical Center, an  
Illinois not-for-profit corporation

*By OSF Healthcare System, its sole member*

By: Robert C. Schring  
Name: Robert C. Schring  
Title: CEO

OTTAWA REGIONAL HOSPITAL AND  
HEALTHCARE CENTER d/b/a OSF Saint  
Elizabeth Medical Center, an Illinois not-for-  
profit corporation

*By OSF Healthcare System, its sole member*

By: Robert C. Schring  
Name: Robert C. Schring  
Title: CEO

## **EXHIBIT B**

Claim Name	Address Information
ALCON LABORATORIES	ATTN: SHELLIE VIGIL, SR. CREDIT ANALYST 6201 SOUTH FREEWAY FORT WORTH TX 76134-2099
ALLIANCE HEALTHCARE SERVICES	BRADLEY COCHRAN, CORP. COUNSEL 18201 VON KARMAN #600 IRVINE CA 92612
ALLSCRIPTS (NOW ALTERA DIGITAL HEALTH)	RHONDA SPRIGGS, CLIENT LIASON, TREASURY 2429 MILITARY ROAD SUITE 300 NIAGARA FALLS NY 14304
AMERISOURCE BERGEN	LARAEJAH LAWRENCE, CREDIT & COLLECTIONS 1001 WEST TAYLOR ROAD ROMEOVILLE IL 60446
AMERISOURCE BERGEN DRUG CORP.	LARAEJAH LAWRENCE, CREDIT & COLLECTIONS 1001 W. TAYLOR ROAD ROMEOVILLE IL 60446-4265
AMN HEALTHCARE ALLIED, INC.	TINA MORRIS, CLIENT ACCOUNTING ASSOC. 2999 OLYMPUS BLVD. SUITE 500 COPPELL TX 75019
AMN HEALTHCARE, INC.	TINA MORRIS, CLIENT ACCOUNTING ASSOC. 2999 OLYMPUS BLVD SUITE 500 COPPELL TX 75019
ANESTHESIA ASSOCIATES, LTD.	MICHAEL D. COULSON, D.O. 23 S. LINCOLNWAY STREET NORTH AURORA IL 60542
BLUE CROSS BLUE SHIELD OF IL	CHRISTINE POPE, EXECUTIVE DIRECTOR 300 EAST RANDOLPH STREET CHICAGO IL 60601
BOSTON SCIENTIFIC CORPORATION	ANGELA F EKE, MANAGER, CREDIT/COLLECTION 500 COMMANDER SHEA BLVD QUINCY MA 02171
BURWOOD GROUP, INC.	KARI PONTO, SR. STAFF ACCOUNTANT; MARK THEOHAROUS 1515 W. 22ND STREET SUITE 200W OAK BROOK IL 60523
CANON MEDICAL SYSTEMS USA, INC.	EDUARDO ROMO, SR. CREDIT REPRESENTATIVE 270 REMINGTON BLVD. SUITE A&B BOLINGBROOK IL 60440
CHANGE HEALTHCARE	CARINE BARROS, COLLECTIONS ANALYST 3055 LEBANON PIKE NASHVILLE TN 37214
DELTA LOCUM TENENS	DYLAN PIJNNAKEN, CREDIT & COLLECTIONS 3100 OLYMPUS BLVD. SUITE 500 DALLAS TX 75019
DEPT OF HEALTHCARE & FAMILY SERVICES	DAN JENKINS, SR. PUBLIC SERVICE ADMIN. BLOOM BLDG - 2ND FLOOR 201 SOUTH GRAND AVENUE EAST SPRINGFIELD IL 62763
DIVERSIFIED CLINICAL SERVICES	28525 NETWORK PLACE CHICAGO IL 60673-1285
FASTAFF, LLC	DEBBIE CARNESI, A/R SUPERVISOR 5700 S. QUEBEC ST. SUITE 300 GREENWOOD VILLAGE CO 80111
FUSION MEDICAL STAFFING, LLC	TIERRA COLLINS, CREDIT & COLLECTIONS 11808 GRANT STREET SUITE 100 OMAHA NE 68164
HUDSON SPECIALTY INS. CO.	PATRICIA BRADLEY, CLAIMS DEPARTMENT 851 NAPA VALLEY CORPORATE WAY SUITE N NAPA CA 94558
ILLINOIS VALLEY YMCA, INC.	CHRIS WEITENHILLER, CEO 300 WALNUT ST. PERU IL 61354
J&J HEALTHCARE SYSTEMS	SHARON MADORE, ACCOUNTS RECEIVABLE 1101 SYNTHES AVENUE MONUMENT CO 80132
JACKSON & COKER LOCUM TENENS, LLC	LAKEISHA SISCO-BECK 2655 NORTHWINDS PARKWAY ALPHARETTA GA 30009
LIQUID AGENTS, LLC	JO ANNA SANDERS 5810 TENNYSON PARKWAY SUITE 300 PLANO TX 75024
MEDICAL INFORMATION TECHNOLOGY, INC.	KAREN MURPHY, SALES MANAGER 7 BLUE HILL RIVER ROAD CANTON MA 02021
MEDICAL SOLUTIONS, LLC	KATIE PEFFER, CREDIT & COLLECTION LEAD 1010 N 102ND ST SUITE 300 OMAHA NE 68114
MEDISOLV, INC.	NANCY COVERT, ACCOUNTS RECEIVABLE 10960 GRANDCHESTER WAY SUITE 520 COLUMBIA MD 21044
MEDLINE INDUSTRIES, INC.	TINA RIDLEY, DIRECTOR, ACCTS. RECEIVABLE THREE LAKES DRIVE NORTHFIELD IL 60093
NATIONAL GOVERNMENT SERVICES, INC.	ATTN: COST REPORT UNIT 220 VIRGINIA AVENUE INDIANAPOLIS IN 46204
ONESTAFF MEDICAL, LIMITED LIABILITY	TRAVIS MARR 10802 FARNAM DRIVE OMAHA NE 68154
ORTHO CLINICAL DIAGNOSTICS	JEFF HORVAT, REGIONAL SALES DIRECTOR 1001 US ROUTE 202 RARITAN NJ 08869
OSF ST. FRANCIS MEDICAL CENTER	DAVE STENERSON, VP OF FINANCE 530 N.E. GLEN OAK AVE PEORIA IL 61637
PERU EMERGENCY PHYSICIANS, LLP	SHANDA GUENTHER, VP 200 CORPORATE BLVD. LAFAYETTE LA 70508
QUEST DIAGNOSTICS A1299	ROBERT KHOXAYO, CLIENT ACCTS. REC. 506 E STATE PARKWAY SCHAUMBURG IL 60173
STRYKER ORTHOPAEDICS	JOSE JULIAN MORA, ACCTS. RECEIVABLE 7 WESTPORT SUITE B BLOOMINGTON IL 61704
STRYKER ORTHOPAEDICS	POOJA SRIVASTAVA, COLLECTIONS ANALYST 7 WESTPORT SUITE B BLOOMINGTON IL 61704
TORNIER, INC.	NATALIE MOUAKAR, SR. ACCTS RECEIVABLE 2825 AIRVIEW BLVD KALAMAZOO MI 49002

**Claim Name**

**Address Information**

UNITYPOINT HEALTH/PEORIA

TINA PORTER-LANAN, BILLING 221 NE GLEN OAK AVENUE 4 CRESCENT PEORIA IL 61636

**Total Creditor count 37**

Claim Name	Address Information
AMERISOURCEBERGEN DRUG CORPORATION	1300 MORRIS DRIVE CHESTERBROOK PA 19087
BANC OF AMERICA LEASING & CAPITAL, LLC	2059 NORTHLAKE PARKWAY, 3RD FLOOR NORTH TUCKER GA 30084
CANON FINANCIAL SERVICES, INC	158 GAITHER DRIVE MT. LAUREL NJ 08054
CITIZENS FIRST NATIONAL BANK	606 SOUTH MAIN STREET PRINCETON IL 61356
CORPORATION SERVICE COMPANY	PO BOX 2576 SPRINGFIELD IL 62708
DEPARTMENT OF HEALTH & HUMAN SERVICES	CENTERS FOR MEDICARE & MEDICAID SERVICES 7500 SECURITY BLVD, N2-14-26 BALTIMORE MD 21244-1850
DEPARTMENT OF HEALTH & HUMAN SERVICES	CENTERS FOR MEDICARE & MEDICAID SERVICES 330 INDEPENDENCE AVE, S.W. ROOM 5309 WASHINGTON DC 20201
DEPARTMENT OF HEALTH & HUMAN SERVICES	CENTERS FOR MEDICARE & MEDICAID SERVICES 233 NORTH MICHIGAN AVE, STE 700 CHICAGO IL 60601
DEPARTMENT OF THE TREASURY	INTERNAL REVENUE SERVICE PO BOX 7346 PHILADELPHIA PA 19101-7346
DEXT CAPITAL LLC	5285 MEADOWS ROAD SUITE 335 LAKE OSWEGO OR 97035
FLEX FINANCIAL, A DIVISION OF	STRYKER SALES CORPORATION 1111 OLD EAGLE SCHOOL RD WAYNE PA 19087
HEARTLAND BANK AND TRUST COMPANY	405 N HERSHEY ROAD ATTN: JOSH HOFFMAN, VP - SPECIAL ASSETS BLOOMINGTON IL 61704
ILLINOIS DEPARTMENT OF REVENUE	BANKRUPTCY UNIT PO BOX 19035 SPRINGFIELD IL 62794-9035
JOHN'S SERVICE & SALES INC.	119 W WALNUT STREET OGLESBY IL 61348
LASALLE SYSTEMS LEASING INC.	6111 NORTH RIVER ROAD ROSEMONT IL 60018
LASALLE SYSTEMS LEASING INC.	9550 W HIGGINS ROAD ROSEMONT IL 60018
MB FINANCIAL BANK, N.A.	6111 NORTH RIVER ROAD ROSEMONT IL 60018
OLYMPUS AMERICA INC.	3500 CORPORATE PARKWAY CENTER VALLEY PA 18034
PRODIGY HEALTH LLC	7901 E. RIVESIDE DR. SUITE 125 AUSTIN TX 78744
SCG CAPITAL CORPORATION	74 W PARK PLACE STAMFORD CT 06901
SIEMENS FINANCIAL SERVICES, INC.	170 WOOD AVE. SOUTH ISELIN NJ 08830
U.S. BANK EQUIPMENT FINANCE,	A DIVISION OF U.S. BANK NATIONAL ASSOC 1310 MADRID STREET MARSHALL MN 56258
US FOODS, INC	9399 WEST HIGGINS ROAD ROSEMONT IL 60018
VALLEY APPLIANCE SALES CO.	4141 SHOOTING PARK RD PERU IL 61354
WELLS FARGO BANK, N.A.	20 WEST MONROE ST SUITE 2900 PERU IL 61354
ZIONS BANCORPORATION, NATIONAL ASSOC	111 W WASHINGTON SUITE 1860 CHICAGO IL 60602
ZIONS FIRST NATIONAL BANK	111 W WASHINGTON SUITE 1860 CHICAGO IL 60602
ZOLL MEDICAL CORPORATION	269 MILL ROAD CHELMSFORD MA 01824

**Total Creditor count 28**