

CONFIDENTIAL

**SYSTEM MERGER AGREEMENT
BY AND BETWEEN
PROVENA HEALTH
AND
RESURRECTION HEALTH CARE CORPORATION**

June 30, 2011

TABLE OF CONTENTS

| | Page |
|--------------------------------------------------------------------|------|
| ARTICLE 1 TRANSACTION GOALS AND OBJECTIVES..... | 2 |
| 1.1 Rationale and Vision..... | 2 |
| 1.2 Transaction Goals and Objectives | 2 |
| ARTICLE 2 OVERVIEW OF TRANSACTION..... | 3 |
| ARTICLE 3 CREATION, GOVERNANCE AND MANAGEMENT OF NEW PARENT | 3 |
| 3.1 Sponsors and Corporate Member..... | 3 |
| 3.2 Establishment of New Parent..... | 3 |
| 3.3 Governance of New Parent | 4 |
| 3.4 New Parent Board Committees..... | 4 |
| 3.5 Management of New Parent..... | 4 |
| ARTICLE 4 PROVENA AND RESURRECTION GOVERNANCE AND OPERATIONS..... | 4 |
| 4.1 Reorganization of Provena and Resurrection | 4 |
| 4.2 Composition of Boards | 5 |
| ARTICLE 5 GOVERNANCE AND OPERATIONS OF THE AFFILIATES | 5 |
| 5.2 Composition of Affiliate Boards..... | 5 |
| ARTICLE 6 EFFECT OF THE TRANSACTION | 5 |
| 6.1 Corporate Maintenance; Ownership of Assets | 5 |
| 6.2 Retention of Liabilities | 6 |
| 6.3 Donor Restricted Funds | 6 |
| 6.4 Joint Ventures | 6 |
| 6.5 Excluded Assets | 7 |
| ARTICLE 7 MERGER EFFECTS ON OPERATIONS | 7 |
| 7.1 Financing..... | 7 |
| 7.2 Strategic Plan | 7 |
| 7.3 Medical Staff Continuity..... | 7 |
| 7.4 Employees | 7 |
| 7.5 Contracts | 8 |
| 7.6 Charity Care and Other Policies | 8 |
| ARTICLE 8 REPRESENTATIONS AND WARRANTIES OF PROVENA ENTITIES | 8 |
| 8.1 Due Organization; Good Standing; Power | 8 |
| 8.2 Corporate Authority | 8 |
| 8.3 No Violation; Approvals..... | 9 |
| 8.4 Financial Statements | 9 |
| 8.5 Interim Changes..... | 10 |
| 8.6 Material Contracts..... | 11 |

TABLE OF CONTENTS
(continued)

| | Page | |
|-----------|--------------------------------------------------------------|----|
| 8.7 | Legal Proceedings..... | 11 |
| 8.8 | Licenses and Permits..... | 11 |
| 8.9 | Compliance with Law..... | 11 |
| 8.10 | Owned Real Property..... | 11 |
| 8.11 | Leased Real Property..... | 13 |
| 8.12 | Title to Assets..... | 13 |
| 8.13 | Provena Affiliates and Provena Joint Ventures..... | 14 |
| 8.14 | Tax Exempt Status..... | 14 |
| 8.15 | Insurance..... | 14 |
| 8.16 | Taxes..... | 14 |
| 8.17 | Labor and Employment Matters..... | 14 |
| 8.18 | Employee Benefits..... | 15 |
| 8.19 | Payment Programs..... | 16 |
| 8.20 | Accreditation..... | 17 |
| 8.21 | Compliance Program..... | 17 |
| 8.22 | Exclusion from Health Care Programs..... | 18 |
| 8.23 | Medical Staff Matters..... | 18 |
| 8.24 | Experimental Procedures..... | 18 |
| 8.25 | Intellectual Property; Computer Software..... | 18 |
| 8.26 | Disclosure; No Material Omissions..... | 18 |
| | | |
| ARTICLE 9 | REPRESENTATIONS AND WARRANTIES OF RESURRECTION | |
| | PARTIES..... | 19 |
| 9.1 | Due Organization; Good Standing; Power..... | 19 |
| 9.2 | Corporate Authority..... | 19 |
| 9.3 | No Violation; Approvals..... | 20 |
| 9.4 | Financial Statements..... | 20 |
| 9.5 | Interim Changes..... | 21 |
| 9.6 | Material Contracts..... | 22 |
| 9.7 | Legal Proceedings..... | 22 |
| 9.8 | Licenses and Permits..... | 22 |
| 9.9 | Compliance with Law..... | 22 |
| 9.10 | Owned Real Property..... | 22 |
| 9.11 | Leased Real Property..... | 24 |
| 9.12 | Title to Assets..... | 24 |
| 9.13 | Resurrection Affiliates and Resurrection Joint Ventures..... | 25 |
| 9.14 | Tax Exempt Status..... | 25 |
| 9.15 | Insurance..... | 25 |
| 9.16 | Taxes..... | 25 |
| 9.17 | Labor and Employment Matters..... | 26 |
| 9.18 | Employee Benefits..... | 26 |
| 9.19 | Payment Programs..... | 27 |
| 9.20 | Accreditation..... | 28 |

TABLE OF CONTENTS
(continued)

| | Page |
|-------------------------------------------------------------|-------------|
| 9.21 Compliance Program | 28 |
| 9.22 Exclusion from Health Care Programs | 29 |
| 9.23 Medical Staff Matters | 29 |
| 9.24 Experimental Procedures | 29 |
| 9.25 Intellectual Property; Computer Software | 29 |
| 9.26 Disclosure; No Material Omissions | 29 |
| ARTICLE 10 PRE CLOSING COVENANTS | 30 |
| 10.1 Pre-Closing Covenants of the Parties | 30 |
| ARTICLE 11 CONDITIONS PRECEDENT | 32 |
| 11.1 Conditions Precedent to Each Party's Obligations | 32 |
| ARTICLE 12 CLOSING | 33 |
| 12.1 Closing Date and Effective Date | 33 |
| 12.2 Closing Documents | 33 |
| ARTICLE 13 TERMINATION | 34 |
| 13.1 Termination Prior to Closing | 34 |
| ARTICLE 14 GENERAL PROVISIONS | 35 |
| 14.1 Modification of Schedules and Exhibits | 35 |
| 14.2 Equitable Relief | 36 |
| 14.3 Survival | 36 |
| 14.4 Performance of Undertakings | 36 |
| 14.5 Notices | 36 |
| 14.6 Confidentiality; Publicity | 37 |
| 14.7 Cost of Transaction | 37 |
| 14.8 No Brokerage | 38 |
| 14.9 Entire Agreement; Amendment | 38 |
| 14.10 No Assignment | 38 |
| 14.11 No Third Party Beneficiaries | 38 |
| 14.12 Severability | 38 |
| 14.13 Applicable Law | 38 |
| 14.14 Headings; Cross References | 38 |
| 14.15 Waiver of Terms | 38 |
| 14.16 Counterparts; Signatures | 39 |
| 14.17 Time is of the Essence | 39 |
| 14.18 Access to Records and Information | 39 |
| ARTICLE 15 DEFINITIONS | 39 |
| 15.1 Defined Terms | 39 |

LIST OF EXHIBITS

| <u>EXHIBIT</u> | <u>DESCRIPTION</u> |
|----------------|---------------------------------------|
| A | Provena Affiliates |
| B | Resurrection Affiliates |
| C | New Parent Articles |
| D | New Parent Bylaws |
| E | Post-Closing Organizational Structure |

LIST OF SCHEDULES

| <u>SCHEDULE</u> | <u>DESCRIPTION</u> |
|-----------------|---------------------------------------------------------------|
| 6.4(a) | Provena Joint Ventures |
| 6.4(b) | Resurrection Joint Ventures |
| 7.1 | Outstanding Debt |
| 8.1(b) | Provena Due Organization, Good Standing and Power |
| 8.3(a) | Provena No Violations |
| 8.3(b) | Provena Approvals |
| 8.4(b) | Provena Financial Statements |
| 8.4(c) | Provena Changes to Accounting |
| 8.4(d) | Provena Non-Ordinary Course Liabilities or Obligations |
| 8.5 | Provena Interim Changes |
| 8.6 | Provena Material Consents |
| 8.7 | Provena Legal Proceedings |
| 8.10(a) | Provena Owned Real Property |
| 8.10(b) | Provena Exceptions to Owned Real Property |
| 8.10(c) | Provena Owned Real Property Compliance |
| 8.10(d) | Provena Owned Real Property Environmental Law Compliance |
| 8.11(a) | Provena Leases |
| 8.12 | Provena Title to Assets |
| 8.15 | Provena Insurance |
| 8.16 | Provena Tax Returns |
| 8.18(a) | Provena ERISA Plans |
| 8.18(b) | Provena Benefit Plan Compliance |
| 8.19 | Provena Payment Programs |
| 8.20 | Provena Accreditations |
| 8.21 | Provena Compliance Program |
| 8.23 | Provena Medical Staff Matters |
| 9.1(b) | Resurrection Due Organization, Good Standing and Power |
| 9.3(a) | Resurrection No Violations |
| 9.3(b) | Resurrection Approvals |
| 9.4(b) | Resurrection Financial Statements |
| 9.4(c) | Resurrection Changes to Accounting |
| 9.4(d) | Resurrection Non-Ordinary Course Liabilities or Obligations |
| 9.5 | Resurrection Interim Changes |
| 9.6 | Resurrection Material Consents |
| 9.7 | Resurrection Legal Proceedings |
| 9.10(a) | Resurrection Owned Real Property |
| 9.10(b) | Resurrection Exceptions to Owned Real Property |
| 9.10(c) | Resurrection Owned Real Property Compliance |
| 9.10(d) | Resurrection Owned Real Property Environmental Law Compliance |
| 9.11(a) | Resurrection Leases |
| 9.12 | Resurrection Title to Assets |
| 9.15 | Resurrection Insurance |
| 9.16 | Resurrection Tax Returns |

| | |
|---------|--------------------------------------|
| 9.18(a) | Resurrection ERISA Plans |
| 9.18(b) | Resurrection Benefit Plan Compliance |
| 9.19 | Resurrection Payment Programs |
| 9.20 | Resurrection Accreditations |
| 9.21 | Resurrection Compliance Program |
| 9.23 | Resurrection Medical Staff Matters |
| 10.1(a) | Changes to Governing Documents |

SYSTEM MERGER AGREEMENT

This **SYSTEM MERGER AGREEMENT** (the "**Agreement**") is made and entered into as of June 30, 2011 (the "**Execution Date**"), by and between **PROVENA HEALTH**, an Illinois not-for-profit corporation ("**Provena**") and **RESURRECTION HEALTH CARE CORPORATION**, an Illinois not-for-profit corporation ("**Resurrection**"). Provena and Resurrection are each referred to individually herein as a "**Party**" and, collectively, as the "**Parties**" to this Agreement. Capitalized terms not defined in the body of this Agreement shall have the meanings ascribed to them in the Definitions set forth in Article 15.

RECITALS

WHEREAS, Provena is the system parent corporation of an Illinois-based, not-for-profit Catholic health care system sponsored by three congregations of Catholic women religious, and comprising a full continuum of health care services, including hospitals, skilled nursing and assisted living facilities, employed physician offices, ambulatory care and diagnostic facilities, home health services, pharmacies, behavioral health services, education, and other health care services provided through joint ventures with physicians and others; and

WHEREAS, Provena directly or indirectly controls the affiliated health care organizations listed on Exhibit A (the "**Provena Affiliates**", which together with Provena are referred to as the "**Provena Entities**"); and

WHEREAS, Resurrection is the system parent corporation of a Chicago-based, not-for-profit Catholic health care system sponsored by two congregations of Catholic women religious, and comprising a full continuum of health care services, including hospitals, skilled nursing and assisted living facilities, employed physician offices, ambulatory care and diagnostic facilities, home health services, pharmacies, behavioral health services, graduate medical, nursing and other education, and other health care services provided through joint ventures with physicians and others; and

WHEREAS, Resurrection directly or indirectly controls the affiliated health care organizations listed on Exhibit B (the "**Resurrection Affiliates**", which together with Resurrection are referred to as the "**Resurrection Entities**"); and

WHEREAS, Provena and Resurrection are committed to the growth and development of Catholic health care, and meeting the health care needs of all in their respective communities, especially the poor and underserved, in a compassionate manner that addresses the needs of the whole person, and reflects the Catholic values and traditions of their sponsoring congregations; and

WHEREAS, the Parties entered into a Letter of Intent, dated February 3, 2011, pursuant to which they set forth their preliminary understandings and agreements regarding the nature and terms of a potential system merger whereby the Provena Entities and Resurrection Entities would create a strong, mission-driven organization whose combined resources and attributes will further the ability of its affiliated primary, secondary and tertiary providers to offer personalized, high-quality, coordinated care and access to all members of the diverse communities they serve (the "**New System**"); and

WHEREAS, mindful of this common mission, and building on the mission, vision and values of both Resurrection and Provena, the Parties desire to become one merged system, all as more fully set forth in this Agreement (the "**Transaction**"), to preserve and strengthen Catholic health care, and to further the charitable missions of the Parties; and

WHEREAS, the Parties now desire to enter into this Agreement to evidence the full and complete terms of their agreement with respect to the Transaction and related matters.

NOW, THEREFORE, for and in consideration of the premises, and the agreements, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are forever acknowledged and confessed, the Parties agree as follows:

ARTICLE 1

TRANSACTION GOALS AND OBJECTIVES

1.1 Rationale and Vision.

(a) The Catholic health care systems associated with Provena and Resurrection will combine into one health care system under the control of a not-for-profit, charitable entity that is exempt from federal income taxation under Section 501(a) of the Code, as an organization described in Section 501(c)(3) of the Code (the "**New Parent**"), for the purpose of preserving and strengthening Catholic health care, and furthering the Parties' charitable missions. The New Parent will be jointly sponsored by the current Sponsors of Provena and Resurrection.

(b) Upon Closing, the Transaction is expected to benefit residents of the New System's service area, by providing increased access to integrated primary, secondary and advanced tertiary medical and surgical services from nationally ranked ministries that encompass: thirteen (13) general acute care hospitals and a long-term acute care hospital; nineteen (19) nursing and rehabilitation care centers, adult day care centers, assisted living facilities and retirement centers; child care centers; home health care; hospice; behavioral health care; occupational health care; outpatient and ambulatory care centers; an employed physician network; independent affiliated medical staff members; over 20,000 employees; and significant medical residency and other educational programs in nursing, health informatics, pastoral care and radiography.

1.2 Transaction Goals and Objectives. The Transaction is designed to meet the current and future health care needs of the communities respectively served by the Parties by, among other things, assuring and providing for: (a) strengthened Catholic health care in the New System's service area in furtherance of the charitable missions of the Parties and the Sponsors; (b) sound stewardship supporting the financial strength of both Parties to enable long-term continuation of their health care and related educational and other ministries; (c) development of a shared culture that excels at patient-, resident- and family-centered care; (d) development and growth of a combined service capability with seamless access for caregivers and patients; (e) development of a platform for quality and patient safety that produces top-level performance

characterized by collaboration among caregivers, a culture of accountability and a commitment to continuous improvement and learning; (f) transformation of the care delivery model in partnership with the Parties' valued affiliated physicians, nurses and other health care professionals; (g) more effective and efficient delivery of patient care; (h) continued opportunities for employees' professional growth and development; and (i) development and maintenance of high-quality educational programs for health care professionals and professionals in related fields.

ARTICLE 2

OVERVIEW OF TRANSACTION

On the Effective Date (as herein defined), and subject to the satisfaction of the closing conditions set forth herein, the Parties will consummate the Transaction by (a) establishing New Parent as the sole corporate member of Provena and Resurrection consistent with the terms of Article 3 and (b) amending and restating the organizational documents of Provena and Resurrection and, as applicable, of certain Provena Affiliates and Resurrection Affiliates, in accordance with the terms of Article 4 and Article 5.

ARTICLE 3

CREATION, GOVERNANCE AND MANAGEMENT OF NEW PARENT

3.1 Sponsors and Corporate Member. The sponsors of the New System will be: An Association for the Franciscan Sisters of the Sacred Heart; the Servants of the Holy Heart of Mary, Holy Family Province USA; the Sisters of Mercy of the Americas, West Midwest Community; the Sisters of the Holy Family of Nazareth, Holy Family Province; and the Sisters of the Resurrection, Immaculate Conception Province (collectively, the "**Sponsors**"). The Sponsors will appoint appointees to serve collectively as the Corporate Member of the New Parent. The Corporate Member will hold such reserved powers with respect to the New Parent and the New System as are set forth in the New Parent Governing Documents, as defined below. The Corporate Member will appoint the members of the New Parent Board and approve the appointments of the Board Chair and the Chief Executive Officer of the New Parent. The Sponsors will hold reserved powers with respect to Canonical and other material matters, as set forth in the New Parent Governing Documents.

3.2 Establishment of New Parent. Cana Lakes Health Care ("**Cana Lakes**"), a Resurrection Affiliate and an Illinois not-for-profit corporation exempt from federal income taxation under Section 501(c)(3) of the Code, shall serve as the corporate entity that becomes the New Parent. Accordingly, on or before the Closing Date (as herein defined), Cana Lakes shall amend and restate its Articles of Incorporation in substantially the form attached at Exhibit C (the "**New Parent Articles**") and amend and restate its Bylaws, in substantially the form attached at Exhibit D (the "**New Parent Bylaws**", which, along with New Parent Articles, are collectively referred to as the "**New Parent Governing Documents**"). The New Parent Governing Documents shall reflect: (a) a name change from Cana Lakes to a new name determined for the New Parent; (b) the governance and operational changes described in this Article 3; and (c) any and all changes as may be agreed upon by the Parties. On or before the

Closing Date, the Parties shall file the New Parent Articles with the Illinois Secretary of State to be effective on the Effective Date.

3.3 Governance of New Parent.

(a) Effective as of the Effective Date, Cana Lakes shall reconstitute its Board of Directors in accordance with New Parent Governing Documents, so that the business and affairs of New Parent shall be governed by a Board of Directors (the "**New Parent Board**"), which shall consist of from fourteen (14) to nineteen (19) individuals appointed by the Corporate Member, including up to five (5) members of the Corporate Member (the "**Corporate Member Appointees**"), and the Chief Executive Officer of New Parent, who shall sit ex officio with vote. A majority of the New Parent Board will be independent community representatives ("**Community Directors**"). The Community Directors are expected to be appointed in part from among members of the Provena and Resurrection Boards of Directors serving immediately prior to the Effective Date, provided that the number of Community Directors appointed from one such Board of Directors shall be equal to the number appointed from the other Board of Directors.

(b) The members of the initial New Parent Board shall be appointed in accordance with the New Parent Bylaws. Each of the Community Directors appointed to New Parent Board shall have the appropriate background and experience to effectively govern the New System.

(c) On or before the Closing Date, all directors, officers, and committee members of Cana Lakes, other than those who will by agreement of the Parties continue to serve in such capacities following the Closing Date, shall submit their written resignations to the Secretary of Cana Lakes, effective as of the Effective Date.

3.4 New Parent Board Committees. The New Parent Board shall have such committees as specified in the New Parent Bylaws, including committees with oversight authority over the following areas: Mission, Community Benefit, Governance, Executive Compensation and Employee Benefits, Audit, Compliance, Quality & Patient Safety and Finance and Investments.

3.5 Management of New Parent. The initial Chief Executive Officer of New Parent (the "**Initial CEO**") shall be identified prior to the Closing Date. The Initial CEO shall select certain members of the senior leadership team of the New System effective on and as of the Effective Date.

ARTICLE 4

PROVENA AND RESURRECTION GOVERNANCE AND OPERATIONS

4.1 Reorganization of Provena and Resurrection. From and after the Effective Date, New Parent will serve as the sole corporate member of Provena and Resurrection and shall generally hold the same reserved powers with respect to each of Provena and Resurrection. Each of Provena and Resurrection shall amend and restate its Articles of Incorporation and Bylaws effective as of the Effective Date to set forth terms consistent with the New Parent Governing

Documents, provide that New Parent shall be its sole member and make other related changes to fulfill the terms and conditions of this Agreement. On or before the Closing Date, to be effective as of the Effective Date, each of Provena and Resurrection shall file with the Illinois Secretary of State's Office its Amended and Restated Articles of Incorporation.

4.2 Composition of Boards. From and after the Effective Date, the Boards of Directors of each of Provena and Resurrection shall reconstitute and shall be those same individuals who shall serve as directors on the New Parent Board pursuant to Section 3.3, for the same terms as are held by each director on the New Parent Board. On or before the Closing Date, all directors, officers, and committee members of Provena and Resurrection, other than those who will by agreement of the Parties continue to serve in such capacities following the Effective Date, shall submit their written resignations to the Secretary of Provena or Resurrection, as applicable, on a form of resignation agreed upon by both Parties, which resignations shall be effective as of the Effective Date.

ARTICLE 5

GOVERNANCE AND OPERATIONS OF THE AFFILIATES

(a) **Operations of the Affiliates.** Each Affiliate's corporate and governance structure will remain substantially the same as of the Effective Date, subject to such minimally necessary changes required to reflect the existence of the New Parent and the new Sponsorship vehicle for the New System. Following the Effective Date, the New Parent will exercise all reserved powers currently exercised by Provena or Resurrection with respect to the current Provena Affiliates and Resurrection Affiliates. Prior to the Effective Date, Provena and Resurrection shall cause their respective Affiliates to take any and all necessary or desirable corporate actions to effectuate the post-transaction organizational structure of the Parties set forth in Exhibit E. Notwithstanding the foregoing, the Parties acknowledge that the structure described in this section may be altered following the Effective Date upon approval of the applicable Boards of the affected entities.

5.2 Composition of Affiliate Boards. Unless otherwise agreed to by the Parties, the members of each Affiliate Board and local Hospital Advisory Board as of the Effective Date shall serve as the members of such Affiliate Board or local Hospital Advisory Board on and after the Effective Date until the expiration of such trustee's or director's term, or by the death, resignation or removal of the trustee or director, as set forth in each applicable Affiliate's corporate bylaws.

ARTICLE 6

EFFECT OF THE TRANSACTION

6.1 Corporate Maintenance; Ownership of Assets. Unless otherwise provided in the Agreement, all Provena Affiliates and Resurrection Affiliates will remain separate corporate entities as of the Effective Date. The transactions contemplated hereby shall not, in and of themselves, effect any transfer, conveyance or change in the ownership of the assets of the Provena Entities or the Resurrection Entities.

6.2 Retention of Liabilities. The transactions contemplated hereby shall not, in and of themselves, effect any assignment or assumption of any liabilities, indebtedness, commitments or other financial or operational obligations of the Provena Entities or the Resurrection Entities to or by any other person, whether such liabilities, indebtedness, commitments or obligations are known or unknown, fixed or contingent, recorded or unrecorded, currently existing as of the Closing Date (collectively, the “**Existing Liabilities**”), all of which shall remain the liabilities and obligations exclusively of the entity that was liable or obligated for such Existing Liabilities immediately prior to the Closing Date.

6.3 Donor Restricted Funds. Following the Effective Date, bequests, gifts and endowments of a Provena Entity or Resurrection Entity that are restricted as to use or manner of investment shall continue to be so restricted, shall continue to be owned by the Provena Entity or Resurrection Entity to which they were donated, and New Parent shall honor donative intent with respect thereto. Following the Closing Date, the Parties will undertake an appropriate governance-level review of foundation organizational structures and philanthropic activities within the New System.

6.4 Joint Ventures.

(a) The Parties acknowledge that the Provena Entities are members and equity holders of joint ventures in which they hold less than all of the outstanding membership or equity interests, all of which are identified on Schedule 6.4(a) (each a “**Provena Joint Venture**,” and collectively, the “**Provena Joint Ventures**”), which sets forth the name of the Provena Joint Venture, the business or operations conducted by the Provena Joint Venture, the percentage membership or relative number of equity interest held by the Provena Entity in each Provena Joint Venture, the names of the other members or equity holders in each Provena Joint Venture, the percentage or relative number of membership or equity interest held by the other members or equity holders in each Provena Joint Venture, and if there is more than one class of membership or equity interests of the Provena Joint Venture, a description of each class and the relative rights and obligations associated therewith.

(b) The Parties acknowledge that the Resurrection Entities are members and equity holders of joint ventures in which they hold less than all of the outstanding membership or equity interests, all of which are identified on Schedule 6.4(b) (each a “**Resurrection Joint Venture**,” and collectively, the “**Resurrection Joint Ventures**”), which sets forth the name of the Resurrection Joint Venture, the business or operations conducted by the Resurrection Joint Venture, the percentage or relative number of membership or equity interest held by the Resurrection Entity in each Resurrection Joint Venture, the names of the other members or equity holders in each Resurrection Joint Venture, the percentage or relative number of membership or equity interest held by the other members or equity holders in each Resurrection Joint Venture, and if there is more than one class of membership or equity interests of the Resurrection Joint Venture, a description of each class and the relative rights and obligations associated therewith.

(c) The transactions contemplated hereby shall not, in and of themselves, effect a transfer, conveyance or change in the ownership of any Provena Joint Venture or Resurrection Joint Venture to any other person. The Parties shall review the organizational

documents of the Provena Joint Ventures and the Resurrection Joint Ventures, respectively, and shall provide to the other a list of any third party consents, notices or waivers necessary to consummate the Transaction (the "**Joint Venture Consents**"). Each Party shall use commercially reasonable efforts to obtain the Joint Venture Consents prior to the Closing Date.

6.5 Excluded Assets. Prior to the Closing Date, the Parties will specify if any of the Parties' assets or Affiliates are to be excluded from the New System and if so, the plan for disposition. The Parties do not contemplate that any major or operating asset group, or any Affiliate, will be excluded from the New System.

ARTICLE 7

MERGER EFFECTS ON OPERATIONS

7.1 Financing. Except as set forth on Schedule 7.1, there will be no change to the existing bonded indebtedness of the Parties listed on Schedule 7.1 (the "**Outstanding Debt**") as of the Effective Date. The Parties and all Affiliates agree to act consistently with the terms of all of the New System's outstanding master trust indentures and other financing documents. Following the Effective Date, the Parties will evaluate options for revising the existing financing structures and may develop a detailed plan by which all Outstanding Debt will consolidated under a single master trust indenture.

7.2 Strategic Plan. The New Parent Board, no later than twelve (12) months following the Effective Date, shall adopt a strategic plan which shall set forth the strategic vision of the New System, and which shall serve as a roadmap for its operations (the "**Strategic Plan**"). The parties anticipate that the Strategic Plan may include initiatives related to patient-centered care, quality, physician alignment, community benefit effectiveness, employee engagement and financial strength.

7.3 Medical Staff Continuity. The Parties anticipate that as a result of the System Merger, there will be numerous opportunities for collaboration on clinical issues and initiatives by members of the Medical Staffs of the New System-affiliated hospitals and health care facilities. However, on and after the Effective Date, the Medical Staff of each of the Provena and Resurrection hospitals (and any other health care facilities with an organized medical staff) shall remain independent from each other. The transactions contemplated by this Agreement shall not, in and of themselves, affect or change: (a) the medical staff privileges held by members of the Provena or Resurrection Medical Staffs on the Closing Date; (b) the medical staff bylaws, rules and regulations, or credentialing procedures of the Provena or Resurrection Medical Staffs in effect on the Closing Date; or (c) any agreements with physician members of the Provena or Resurrection Medical Staffs, whether as employees or independent contractors. The consummation of the transactions contemplated by this Agreement, in and of itself, shall not result in a need for any reapplications for credentials or privileges by current members of any of the Provena or Resurrection Medical Staffs.

7.4 Employees. As of the Effective Date, all clinical and non-system services employees are anticipated to remain employees of their current employer, in positions, at

compensation levels and with employee benefits equivalent to those provided by the respective systems immediately prior to the Closing Date.

7.5 Contracts. Except as otherwise specified in the Agreement or agreed by one or both of the Parties and applicable vendors, existing contractual arrangements, including physician agreements, will be maintained in effect following the Effective Date, subject to regulatory due diligence.

7.6 Charity Care and Other Policies. Prior to the Effective Date, the New Parent Board will adopt a standardized charitable assistance policy for hospital patients that reflects material concepts present in the Parties' existing policies, and that is designed to best meet the needs of the communities served by the New System, consistent with industry standards and Applicable Law. Such policy will be implemented as soon as practicable after the Effective Date, and shall include the training of applicable personnel and preparation of brochures, signage, website information and other documents to inform patients regarding their potential eligibility for charitable assistance. The Parties will also develop other policies applicable to New System operations, and work towards standardizing system policies for all entities across the New System, after the Effective Date.

ARTICLE 8

REPRESENTATIONS AND WARRANTIES OF PROVENA ENTITIES

The Provena Entities hereby jointly and severally give, as of the Execution Date and as of the Closing Date, to the Resurrection Entities the representations and warranties set forth in this Article 8.

8.1 Due Organization; Good Standing; Power.

(a) Provena is an Illinois not-for-profit corporation, exempt from federal income taxation under Section 501(a) of the Code, as an organization described in Section 501(c)(3) of the Code and is not a "private foundation" within the meaning of Section 509(a) of the Code.

(b) Except as set forth on Schedule 8.1(b), each of the Provena Entities, and to the Knowledge of Provena, each of the Provena Joint Ventures, is duly formed, validly existing and in good standing under the laws of its respective state of formation, and has the corporate power and authority to own, operate or hold under lease its properties and assets and to carry on its business and operations as presently conducted. Each of the Provena Entities and to the Knowledge of Provena, each of the Provena Joint Ventures, has registered with the proper governmental authorities all assumed names under which it operates its businesses and has continuously maintained all such filings in good standing.

8.2 Corporate Authority.

(a) Provena has full corporate power and authority to enter into and to perform its obligations under this Agreement and the documents to be delivered related hereto (collectively with this Agreement, the "**Transaction Documents**"). The Provena Affiliates

and, to the Knowledge of Provena, the Provena Joint Ventures, have full corporate power and authority to enter into and to perform their respective obligations under any Transaction Documents to which they are parties.

(b) The execution, delivery and performance of the Transaction Documents by Provena and the Provena Affiliates have been duly and properly authorized by all necessary corporate action in accordance with their respective articles of incorporation and bylaws.

(c) Assuming the valid authorization, execution and delivery of the same by the parties to the Transaction Documents other than the Provena Entities and the Provena Joint Ventures, the Transaction Documents constitute the valid and legally binding obligation of Provena and the Provena Affiliates and, to the Knowledge of Provena, the Provena Joint Ventures, enforceable against them in accordance with their terms, except as enforceability may be limited by: (i) general principles of equity, regardless of whether enforcement is sought in a proceeding in equity or at law; and (ii) bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application now or hereafter in effect relating to or affecting the enforcement of creditors' rights generally.

8.3 No Violation; Approvals.

(a) Except as set forth in Schedule 8.3(a), the execution, delivery and performance of the Transaction Documents by Provena and the Provena Affiliates and, to the Knowledge of Provena, the Provena Joint Ventures, shall not result in the creation of any lien, charge, or encumbrance of any kind or the termination or acceleration of any indebtedness or other obligation of any Provena Entity (and to the Knowledge of Provena, any Provena Joint Venture), and is not prohibited by, does not constitute a material default under or material breach of any Material Contract, indenture, mortgage, material permit or license or approval to which any Provena Entity (and to the Knowledge of Provena any Provena Joint Venture), is a party or is subject or by which it is bound, or any Applicable Laws, except to the extent any of the foregoing is not likely to result in a Material Adverse Change.

(b) Except to the extent specified in Schedule 8.3(b) or Article 11, no approval, authorization, registration, consent, order, filing or other action that has not occurred or been obtained with or from any person, including any court, administrative agency or other governmental authority, is required for the execution and delivery by Provena and the Provena Affiliates, or to the Knowledge of Provena, any Provena Joint Venture, of the Transaction Documents or the consummation of the transactions contemplated or required hereby.

8.4 Financial Statements.

(a) Provena has delivered to Resurrection true and correct copies of: (i) its audited financial statements for the two (2) years ended December 31, 2010 and 2009 (collectively, the "**Provena Audited Financial Statements**"); and (ii) its unaudited financial statements for the interim period from December 31, 2010, through the most recent month end date for which financial statements were available prior to the Execution Date (collectively, the "**Provena Unaudited Financial Statements**" and together with the Provena Audited Financial Statements, the "**Provena Financial Statements**").

(b) The Provena Financial Statements are: (i) true and correct in all material respects and present fairly the consolidated financial position of Provena and the Provena Affiliates and the results of their operations as of the dates and for the periods indicated; and (ii) are in conformity with Generally Accepted Accounting Principles ("GAAP"), applied consistently for the periods specified, including the consistent use of assumptions, practices, procedures and terminology, except: (A) as otherwise disclosed on Schedule 8.4(b); and (B) that the Provena Unaudited Financial Statements do not contain footnotes and other year-end adjustments required to comply with GAAP.

(c) Except as set forth in Schedule 8.4(c), from and after the most recent month-end date of the Provena Unaudited Financial Statements, Provena has not made any material changes to its accounting methods or practices, including methods or practices used to:

- (i) Establish reserves on any patient, notes and accounts receivable;
- (ii) Establish estimates of any third-party settlements;
- (iii) Determine the value of any other accounts that require subjective determinations; and
- (iv) Establish malpractice, general liability or other self-insurance reserves, including claims incurred but not reported.

(d) Except as disclosed on Schedule 8.4(d), Provena and the Provena Affiliates have no non-ordinary course liabilities or obligations of any kind, whether contingent or absolute, direct or indirect, or matured or unmatured, that are not disclosed or reserved on the Provena Financial Statements.

8.5 Interim Changes. Since the most recent month-end date of the Provena Unaudited Financial Statements, the Provena Entities have conducted their businesses in the ordinary course and consistent with past practices. Except for matters expressly permitted or authorized by this Agreement and except as set forth on Schedule 8.5, there has not been, after the date of the most recent month-end of the Provena Unaudited Financial Statements:

- (a) Any Material Adverse Change in the Provena Entities in the aggregate;
- (b) Any material disposition by the Provena Entities of any property, rights or other assets owned by or employed in the operation of the Provena Entities, except for dispositions in the usual and ordinary course of business;
- (c) Any amendment or termination of any Material Contract that has had or could reasonably be expected to result in a Material Adverse Change in the Provena Entities in the aggregate;
- (d) Any material damage, destruction or other casualty loss affecting the tangible assets of the Provena Entities; or

(e) Any adoption or material amendment of any bonus, profit-sharing, incentive, retention or severance agreement or arrangement, or any Provena Benefit Plan applicable to officers, directors or employees of the Provena Entities (collectively, "**Provena Compensation Relationships**"), other than: (i) amendments required by Applicable Laws; and (ii) new Provena Compensation Relationships or amendments of existing Provena Compensation Relationships designed to retain key employees and which have been disclosed to Resurrection.

8.6 Material Contracts. To the Knowledge of Provena, no Provena Entity is in breach or default under any term or provision of any Material Contract to which it is a party or by which it is bound, nor, to Provena's Knowledge, is any other party thereto in breach or default thereunder. All Material Contracts to which a Provena Entity is a party or by which it is bound are in full force and effect and are valid and enforceable obligations of the Provena Entities which are parties thereto. Except as set forth on Schedule 8.6, no Material Contract to which a Provena Entity is a party or by which it is bound requires the consent of, or notice to, a third party in order for the Provena Entities to enter into or to consummate the transactions contemplated by the Transaction Documents or in order to avoid a Material Adverse Change.

8.7 Legal Proceedings. Except as disclosed on Schedule 8.7, none of the Provena Entities is a defendant in, or, to the Knowledge of Provena, has been threatened with any action, suit, proceeding, complaint, charge, hearing or arbitration that could reasonably be expected to, if resolved adversely to such person, result in a Material Adverse Change in the Provena Entities in the aggregate or adversely affect the ability of the Provena Entities to perform their respective obligations under the Transaction Documents. Except as disclosed on Schedule 8.7, none of the Provena Entities has received notice of any investigation or threatened investigation by any Federal, state or local governmental or regulatory agency, including those involving its business practices and policies, that could result in a Material Adverse Change in the Provena Entities in the aggregate.

8.8 Licenses and Permits. Each of the Provena Entities (and to the Knowledge of Provena, each of the Provena Joint Ventures) holds and is in compliance with all governmental licenses, permits, certificates, consents and approvals, noncompliance with which could result in a Material Adverse Change in its business and operations (the "**Provena Licenses and Permits**"). The Provena Licenses and Permits held by the Provena Entities are current, unrestricted and valid, and to Provena's Knowledge, the Provena Licenses and Permits held by the Provena Joint Ventures are current, unrestricted and valid.

8.9 Compliance with Law. To the Knowledge of Provena, each of the Provena Entities is in material compliance with and, to the Knowledge of Provena, each of the Provena Joint Ventures is in material compliance with, all Applicable Laws, including, without limitation, all Health Care Laws.

8.10 Owned Real Property.

(a) Schedule 8.10(a) lists all real property owned by any Provena Entity by common address and property identification number (the "**Provena Owned Real Property**").

(b) Except as set forth on Schedule 8.10(b), one or more of the Provena Entities is the sole and exclusive owner of all right, title and interest in and has good and marketable fee simple title to the Provena Owned Real Property free and clear of all liens, mortgages, security interests, options, pledges, charges, covenants, conditions, restrictions and other encumbrances and claims of any kind or character whatsoever, other than Permitted Encumbrances. There are no outstanding options, rights of first refusal or rights of first offer to purchase any Provena Owned Real Property or any portion thereof or interest therein. Except as described on Schedule 8.10(b), with respect to the Provena Owned Real Property:

(i) No Provena Entity has received during the past three (3) years notice of a violation of any Applicable Laws with respect to the Provena Owned Real Property, and no Provena Entity has received notice of condemnation, lien, assessment or the like relating to any part of the Provena Owned Real Property or the operation thereof;

(ii) Except for the Provena Entities, there are no tenants or other persons or entities occupying any space in the Provena Owned Real Property, or claiming any possession, adverse or not, to any portion of the Provena Owned Real Property, other than pursuant to ground leases or tenant leases which: (A) are in writing and are fully executed by the parties thereto; (B) are upon terms that are commercially reasonable and fair from a financial perspective; (C) are consistent with Applicable Laws; (D) are not in default; (E) have not expired; and (F) have been entered into by a Provena Entity (or in the case of a sublease, a tenant of a Provena Entity, pursuant to a sublease approved by a Provena Entity);

(iii) To the Knowledge of Provena, there are no pending or proposed actions regarding the Provena Owned Real Property that could have a Material Adverse Change or otherwise affect the ability of Provena or a Provena Affiliate to continue its operations or financial status;

(iv) None of the Provena Entities have received notice that the status of any Provena Owned Real Property will change from exempt to taxable;

(v) All permanent certificates of occupancy and all other licenses, permits, authorizations, consents, certificates and approvals required by all governmental authorities having jurisdiction and the requisite certificates of the local board of fire underwriters (or other body exercising similar functions), which, if not obtained, would result in a Material Adverse Change in any Provena Entity, have been issued for the Provena Owned Real Property, have been paid for, are in full force and effect, and, to the Knowledge of Provena, will not be invalidated, violated or otherwise adversely affected by the transactions contemplated by the Transaction Documents.

(c) Except as set forth on Schedule 8.10(c): (i) the Provena Owned Real Property is not in material violation of any Environmental Laws; (ii) the Provena Entities have not received any notice within the past three (3) years alleging or asserting either a material violation of any Environmental Law or a legal obligation to investigate, assess, remove, or remediate any part or all of the Provena Owned Real Property under or pursuant to any Environmental Law; (iii) the Provena Entities have not possessed, managed, processed, released, handled or disposed of or discharged Hazardous Substances at, on or from the Provena

Owned Real Property (including groundwater), except in material compliance with applicable Environmental Law; (iv) Provena has no Knowledge that any prior owners, operators or occupants of the Provena Owned Real Property have caused or allowed any Hazardous Substances to be discharged, possessed, managed, processed, released, or otherwise handled on the Provena Owned Real Property in violation of any Environmental Law; (v) the Provena Entities are, and for the past three (3) years have been, in material compliance with all applicable Environmental Law; (vi) to the Knowledge of Provena, the Provena Owned Real Property does not contain asbestos containing material in such form or condition for which abatement, repair or removal is required by applicable Environmental Law; and (vii) there are no, nor to the Knowledge of Provena have there ever been any, dumps, pits, or surface impoundments located on the Provena Owned Real Property for the disposal or containment of Hazardous Substances. Provena promptly shall notify Resurrection if it obtains Knowledge, prior to the Closing Date, of any lien, written notice, litigation, or threat of litigation relating to any alleged or actual unauthorized release of any Hazardous Substance with respect to any part of the Provena Owned Real Property.

(d) Except as set forth on Schedule 8.10(d), to the Knowledge of Provena, none of the Provena Entities has sent, arranged for disposal or treatment, arranged with a transporter for transport for disposal or treatment, transported, or accepted for transport any Hazardous Substances, to a facility, site or location, that, pursuant to CERCLA or any similar state or local law: (i) has been placed or has been publicly proposed by authorities having jurisdiction to be placed, on the National Priorities List or its state equivalent; or (ii) is subject to a claim, administrative order or other demand to take removal or remedial action by any person having jurisdiction and authority in the matter. Except as set forth on Schedule 8.10(d), none of the Provena Entities has received any written requests for information, potentially responsible party letters or general or special notices alleging that any of the Provena Entities is or may be liable under CERCLA. Without in any way limiting the generality of the foregoing, all existing underground storage tanks used by the Provena Entities to store Hazardous Substances are in compliance in all material respects with applicable Environmental Laws.

8.11 Leased Real Property.

(a) Schedule 8.11(a) lists all leases of real property as to which a Provena Entity is the tenant (each a "**Provena Lease**" and collectively, the "**Provena Leases**").

(b) Each Provena Entity has valid and enforceable leasehold interests to the leasehold estate in the leased real property, subject to applicable bankruptcy, insolvency, moratorium or other similar laws relating to creditors' rights and general principles of equity and no party is in default under any Provena Lease, nor, to Provena's Knowledge, has any event occurred which, with notice or the passage of time, or both, would give rise to such a default by any party.

8.12 Title to Assets. Except as disclosed on Schedule 8.12, apart from the Provena Owned Real Property, each of the Provena Entities has good and defensible title to all of its assets of every kind, character and description, whether personal, tangible or intangible, used in connection with the operation of the businesses of the respective Provena Entities, free and clear of all liens, mortgages, security interests, options, pledges, charges, covenants, conditions,

restrictions and other encumbrances and claims of any kind or character whatsoever, other than Permitted Encumbrances.

8.13 Provena Affiliates and Provena Joint Ventures.

(a) Exhibit A sets forth an accurate and complete list of all Provena Affiliates.

(b) Schedule 6.4(a) sets forth an accurate and complete list of all Provena Joint Ventures, together with an accurate description of all of the issued and outstanding membership or other equity interests in the Joint Ventures and the owners thereof.

8.14 Tax Exempt Status. The Internal Revenue Service (“IRS”) has not taken, or, to the Knowledge of Provena, proposed to take, any action to revoke the tax-exemption of any of the tax-exempt Provena Entities, has not notified any tax-exempt Provena Entity of any inquiry concerning such Entity’s tax-exempt status, and has not determined in writing or, to the Knowledge of Provena, proposed to announce, that any of the Provena Entities is a “private foundation” within the meaning of Section 509(a) of the Code. Provena has no Knowledge of any change in the organization or operation of any of the tax-exempt Provena Entities that would result in a loss of a Provena Entity’s status as an organization described in Section 501(c)(3) of the Code or that could cause an Provena Entity to be treated as a “private foundation” within the meaning of Section 509(a) of the Code.

8.15 Insurance. The Provena Entities maintain insurance policies and programs sufficient to insure them against risks, losses and liabilities which similarly-situated health care companies within the health care industry customarily insure against (the “**Provena Coverage**”). Except as set forth on Schedule 8.15, the Provena Coverage is in full force and effect and shall remain in full force and effect through the Closing Date. The Provena Entities have not received notice that any Provena Coverage will be cancelled or not renewed.

8.16 Taxes. The Provena Entities timely have filed, or timely shall file with the appropriate taxing authority, all returns, declarations, and reports and all information returns and statements required to be filed or sent with respect to all taxes for all periods preceding the Closing Date (collectively, the “**Provena Returns**”). Except as set forth on Schedule 8.16, as of the time of filing, the Provena Returns correctly reflected, and Provena Returns prepared or being prepared but not yet filed as of the Execution Date, shall correctly reflect, the income, business, assets, operations, activities and status of the Provena Entities and any other information required to be shown therein. Each Provena Entity has timely paid all taxes due and payable and has made provision for timely payment of all taxes that shall be shown as due and payable on the Provena Returns and are required to be filed or sent by it after the Execution Date and relating to any period prior to the Closing Date.

8.17 Labor and Employment Matters. The Provena Entities are, and to the Knowledge of Provena, the Provena Joint Ventures are, in compliance in all material respects with all Applicable Laws respecting employment and employment practices, terms and conditions of employment, nondiscrimination, equal opportunity, immigration, benefits, payment

of employment, social security and similar taxes, occupational safety and health, plant closings, wages and hours.

8.18 Employee Benefits. With respect to all “employee welfare benefit plans” (as defined in Section 3(1) of ERISA), “employee pension benefit plans” (as defined in Section 3(2) of ERISA), and all other employee benefit plan agreements and arrangements and employee benefit policies, whether funded or unfunded, qualified or nonqualified, subject to ERISA or not, maintained or contributed to (or required to be contributed to) by Provena Entities for the benefit of any of its officers, employees or other persons (all the foregoing being herein referred to as “**Provena Benefit Plans**”):

(a) All contributions to, and payments from, the Provena Benefit Plans required to be made in accordance with the terms of the Provena Benefit Plans and Applicable Laws have been timely made. Except for those Provena Benefit Plans disclosed on Schedule 8.18(a), no Provena Benefit Plan is subject to the funding rules of Section 302 of ERISA or Section 412 of the Code.

(b) All Provena Benefit Plans (and all related trust agreements or annuity contracts or any funding instruments) have been administered in accordance with their terms and comply currently, both as to form and operation, with the provisions of applicable tax laws, the Code and Applicable Laws in all material respects. To the extent that any Provena Benefit Plan is a tax qualified retirement plan, it has been maintained and administered in material accordance with its terms and the provisions of applicable tax laws and the Code, where required for the Provena Benefit Plan to be tax qualified under Sections 401(a) and 501(a) of the Code, and all other Applicable Laws. Except as set forth on Schedule 8.18(b), the Provena Benefit Plans that are pension benefit plans have received determination letters or private letter rulings from the IRS to the effect that such Provena Benefit Plans are qualified and exempt from Federal income taxes under Sections 401(a) and 501(a), respectively, of the Code, and no such determination letter or private letter ruling has been revoked nor, to the Knowledge of Provena, has revocation been threatened, nor has any such Provena Benefit Plan been amended or experienced any change in facts or circumstances since the date of its most recent determination letter or private letter ruling or application therefor in any respect that would adversely affect its qualification or materially increase its cost.

(c) All reports, returns and similar documents with respect to the Provena Benefit Plans required to be filed with any government agency or distributed to any Provena Benefit Plan participant have been duly and timely filed or distributed. To the Knowledge of Provena, there are no threatened or pending investigations by any governmental agency, termination proceedings or other claims (except claims for benefits payable in the normal operation of the Provena Benefit Plans), suits or proceedings against or involving any Provena Benefit Plan or asserting any rights or claims to benefits under any Provena Benefit Plan that could reasonably be expected to give rise to any material liability, nor are there any facts that could reasonably be expected to give rise to any material liability in the event of any such investigation, claim, suit or proceeding.

(d) No “prohibited transaction” (as defined in Section 4975 of the Code or Section 406 of ERISA) has occurred that involves the assets of any Provena Benefit Plan and

that could reasonably be expected to subject any of the Provena Entities, or any of their respective employees, or a director, administrator or other fiduciary of any trust created under any Provena Benefit Plan, to the tax or penalty on prohibited transactions imposed by Section 4975 of the Code or the sanctions imposed under Title I of ERISA. No Provena Benefit Plan that has been terminated has or, to the Knowledge of Provena, may cause liability to any of the Provena Entities.

8.19 Payment Programs. With respect to all private, commercial and governmental payment and procurement programs (including, without limitation, Medicare and Medicaid) ("**Payment Programs**"), and specific to those Payment Programs with which the Provena Entities are participating providers (the "**Provena Payment Programs**"), except as set forth on Schedule 8.19:

(a) No Provena Entity is engaged in termination proceedings as to its respective participation in any Provena Payment Program, nor has any Provena Entity received notice that its current participation in any Provena Payment Program is subject to any contest, termination or suspension as a result of alleged violations or any noncompliance with participation requirements;

(b) No Provena Entity has taken or committed to any action, entered into any agreement, contract or undertaking, or taken or omitted to take any other action of any nature whatsoever that was or is in violation of any applicable Provena Payment Program condition of participation, contract, standard, policy, rule, regulation, procedure or other requirement, that individually or in the aggregate would result in a Material Adverse Change in the Provena Entities' business and operations;

(c) All billing and collection practices of each Provena Entity and, to the Knowledge of Provena, of any billing and/or collection agent acting on behalf of any Provena Entity, have been in compliance with all Health Care Laws and the conditions for participation, contracts, standards, policies, rules, regulations, manuals, procedures and requirements of all Provena Payment Programs, except for noncompliance that would not result in a Material Adverse Change in its business and operations;

(d) All cost reports and cost statements submitted by the Provena Entities to any Provena Payment Program are true, accurate and complete in all material respects and have been prepared and submitted in accordance with cost and accounting principles consistently applied that comply with all applicable Provena Payment Program conditions for participation, contracts, standards, policies, rules, regulations, manuals, procedures and requirements, including, without limitation, Provena Payment Program interpretations and guidance, except to the extent that such non-compliance with such regulations is not likely to result in a Material Adverse Change;

(e) No Provena Entity has taken any of the following actions, if any such action would result in a Material Adverse Change in its business and operations: submitted to any Provena Payment Program any false, fraudulent, abusive or improper claim for payment, billed any Provena Payment Program for any service not rendered or not rendered as claimed, or received and retained any payment or reimbursement from any Provena Payment Program in

excess of the proper amount allowed by Applicable Laws and applicable contracts or agreements with the Provena Payment Programs;

(f) There is no audit, investigation, adverse action, or civil, administrative, or criminal proceeding pending or, to the Knowledge of Provena, threatened relating to participation in any Provena Payment Program by any Provena Entity; and, to the Knowledge of Provena, there is no basis for any such adverse action by the Provena Payment Program against any Provena Entity;

(g) No Provena Payment Program has requested nor, to the Knowledge of Provena, has threatened any recoupment, refund, or set off from any Provena Entity, or imposed any fine, penalty or other sanction on any Provena Entity, which, in any such case, is likely to result in a Material Adverse Change in the Provena Entities; and

(h) The Provena Entities have complied, or will comply, in a timely manner with any notice, approval, application, submission, filing or other requirements of the Provena Payment Programs with respect to the transactions contemplated by this Agreement, including, without limitation, any change of control requirements.

8.20 Accreditation. Except as set forth on Schedule 8.20, with respect to the Provena Entities' current accreditations by various accreditation organizations, including, without limitation, the Joint Commission (collectively, the "**Provena Accreditations**"): (a) all of the Provena Accreditations of the Provena Entities have been duly obtained, are held by the respective Provena Entities, are current and valid, and are in full force and effect; (b) to the Knowledge of Provena, no event has occurred or other fact exists with respect to the Provena Accreditations that allows, or after notice or lapse of time or both would allow, revocation, suspension, restriction, limitation or termination of any of the Provena Accreditations or would result in any other impairment of the rights of the holder of any of the Provena Accreditations that individually or in the aggregate is likely to result in a Material Adverse Change; and (c) no notice or threatened notice from any accreditation organization with respect to the revocation, suspension, restriction, limitation or termination of any Provena Accreditations has been issued, received or, to the Knowledge of Provena, proposed or threatened.

8.21 Compliance Program. Except as set forth on Schedule 8.21, within the past three (3) years, no Provena Entity: (a) is or was a party to a Corporate Integrity Agreement with the Office of Inspector General of the United States Department of Health and Human Services; (b) has any reporting obligations pursuant to any settlement agreement entered into with any federal, state or local government entity; (c) has been the subject of any government payer program investigation conducted by any federal or state enforcement agency; (d) has been a defendant in any unsealed qui tam/False Claims Act litigation; (e) has been served with or received, or been subject to, any search warrant, subpoena, civil investigative demand, contact letter, or, to Provena's Knowledge, telephone or personal contact by or from any federal or state enforcement agency (except in connection with medical services provided to third parties who may be defendants or the subject of investigation into conduct unrelated to the operation of the health care businesses conducted by the Provena Entities); and (f) has not received any complaints from employees, independent contractors, vendors, physicians, or any other person that resulted or may result in a claim being filed with a federal, state or local government entity

alleging that a Provena Entity has violated any law or regulation. For purposes of this Agreement, "**compliance program**" refers to provider programs of the type described in the compliance guidance published by the Office of Inspector General of the Department of Health and Human Services.

8.22 Exclusion from Health Care Programs. Each Provena Entity has a program in place to determine whether any of its employees, agents or independent contractors has been: (a) excluded from participating in any Federal Health Care Program (as defined in 42 U.S.C. § 1320a 7b(f)); (b) subject to sanction or been indicted or convicted of a crime, or pled nolo contendere or to sufficient facts, in connection with any allegation of violation of any Federal Health Care Program requirement or Health Care Law; (c) debarred or suspended from any federal or state procurement or nonprocurement program by any government agency; or (d) designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of Treasury.

8.23 Medical Staff Matters. Provena has provided to Resurrection true, correct, and complete copies of the bylaws and rules and regulations of the Provena Medical Staffs, as well as a list of all current members of the Provena Medical Staffs. Except as set forth in Schedule 8.23: (a) there are no pending adverse actions with respect to any medical staff members of Provena Entities or any applicant thereto for which a medical staff member or applicant has requested an appellate review under any of the Provena Medical Staff bylaws that has not been scheduled or has been scheduled but has not been completed; (b) there are no pending or, to the Knowledge of Provena, threatened disputes with applicants, staff members, or health professional affiliates, and Provena knows of no basis therefor; and (c) all appeal periods in respect of any medical staff member or applicant against whom an adverse action has been taken have expired. Notwithstanding the foregoing provisions of this Section 8.23, Provena shall not be required to disclose any information pursuant to this Section 8.23 where such disclosure is prohibited by state law or where such disclosure would, in Provena's reasonable discretion, potentially jeopardize any applicable privilege that would protect the disclosure of such information to third parties.

8.24 Experimental Procedures. The Provena Entities have not performed or permitted the performance of any experimental or research procedures or studies involving their patients not authorized and conducted in accordance with the procedures of the applicable Provena institutional review board.

8.25 Intellectual Property; Computer Software. The Provena Entities own (or possess adequate and enforceable licenses or other rights to use) all material trademarks, service marks, trade names, patents, copyrights, and applications therefore (whether registered or common law) currently owned or used by it and its Entities or Affiliates (collectively, "**Intellectual Property**") and all computer software programs and similar systems used in the conduct of their businesses.

8.26 Disclosure; No Material Omissions.

(a) The representations and warranties of Provena contained in this Agreement (including each exhibit, schedule, certificate or other written statement delivered

pursuant to this Agreement) or made in connection with the transactions contemplated or required hereby are accurate, correct and complete and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements and information contained therein not misleading.

(b) The Provena Entities have responded (or are continuing to respond as of the date hereof) in all material respects to Resurrection's requests for information and documentation as part of Resurrection's due diligence review of the business, operations, assets and liabilities of the Provena Entities. Provena has not knowingly omitted any material information relating to the businesses, operations, assets or liabilities of Provena Entities in its responses to Resurrection's requests.

ARTICLE 9

REPRESENTATIONS AND WARRANTIES OF RESURRECTION PARTIES

The Resurrection Entities hereby jointly and severally give, as of the Execution Date and as of the Closing Date, to the Provena Entities the representations and warranties set forth in this Article 9.

9.1 Due Organization; Good Standing; Power.

(a) Resurrection is an Illinois not-for-profit corporation, exempt from federal income taxation under the Code, as an organization described in Section 501(c)(3) of the Code and is not a "private foundation" within the meaning of Section 509(a) of the Code.

(b) Except as set forth on Schedule 9.1(b), each of the Resurrection Entities, and to the Knowledge of Resurrection, each of the Resurrection Joint Ventures, is duly formed, validly existing and in good standing under the laws of its respective state of formation, and has the corporate power and authority to own, operate or hold under lease its properties and assets and to carry on its business and operations as presently conducted. Each of the Resurrection Entities and to the Knowledge of Resurrection, each of the Resurrection Joint Ventures, has registered with the proper governmental authorities all assumed names under which it operates its businesses and has continuously maintained all such filings in good standing.

9.2 Corporate Authority.

(a) Resurrection has the full corporate power and authority to enter into and to perform its obligations under the Transaction Documents. The Resurrection Affiliates and, to the Knowledge of Resurrection, the Resurrection Joint Ventures, have full corporate power and authority to enter into and to perform their respective obligations under any Transaction Documents to which they are parties.

(b) The execution, delivery and performance of the Transaction Documents by Resurrection and the Resurrection Affiliates have been duly and properly authorized by all necessary corporate action in accordance with their respective articles of incorporation and bylaws.

(c) Assuming the valid authorization, execution and delivery of the same by the parties to the Transaction Documents other than the Resurrection Entities and the Resurrection Joint Ventures, the Transaction Documents constitute the valid and legally binding obligation of Resurrection and the Resurrection Affiliates and, to the Knowledge of Resurrection, the Resurrection Joint Ventures, enforceable against them in accordance with their terms, except as enforceability may be limited by: (i) general principles of equity, regardless of whether enforcement is sought in a proceeding in equity or at law; and (ii) bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application now or hereafter in effect relating to or affecting the enforcement of creditors' rights generally.

9.3 No Violation; Approvals.

(a) Except as set forth in Schedule 9.3(a), the execution, delivery and performance of the Transaction Documents by Resurrection and the Resurrection Affiliates and, to the Knowledge of Resurrection, the Resurrection Joint Ventures, shall not result in the creation of any lien, charge, or encumbrance of any kind or the termination or acceleration of any indebtedness or other obligation of any Resurrection Entity (and to the Knowledge of Resurrection, any Resurrection Joint Venture), and is not prohibited by, does not constitute a material default under or material breach of any Material Contract, indenture, mortgage, material permit or license or approval to which any Resurrection Entity (and to the Knowledge of Resurrection any Resurrection Joint Venture), is a party or is subject or by which it is bound, or any Applicable Laws, except to the extent any of the foregoing is not likely to result in a Material Adverse Change.

(b) Except to the extent specified in Schedule 9.3(b) or Article 11, no approval, authorization, registration, consent, order, filing or other action that has not occurred or been obtained with or from any person, including any court, administrative agency or other governmental authority, is required for the execution and delivery by Resurrection and the Resurrection Affiliates, or to the Knowledge of Resurrection, any Resurrection Joint Venture, of the Transaction Documents or the consummation of the transactions contemplated or required hereby.

9.4 Financial Statements.

(a) Resurrection has delivered to Provena true and correct copies of: (i) its audited financial statements for the two (2) years ended June 30, 2010 and 2009 (collectively, the "**Resurrection Audited Financial Statements**"); and (ii) its unaudited financial statements for the interim period from June 30, 2010, through the most recent month end date for which financial statements were available prior to the Execution Date (collectively, the "**Resurrection Unaudited Financial Statements**" and together with the Resurrection Audited Financial Statements, the "**Resurrection Financial Statements**").

(b) The Resurrection Financial Statements are: (i) true and correct in all material respects and present fairly the consolidated financial position of Resurrection and the Resurrection Affiliates and the consolidated results of their operations as of the dates and for the periods indicated; and (ii) are in conformity with GAAP, applied consistently for the

periods specified, including the consistent use of assumptions, practices, procedures and terminology, except: (A) as otherwise disclosed on Schedule 9.4(b); and (B) that the Resurrection Unaudited Financial Statements do not contain footnotes and other year-end adjustments required to comply with GAAP.

(c) Except as set forth in Schedule 9.4(c), from and after the most recent month-end date of the Resurrection Unaudited Financial Statements, Resurrection has not made any material changes to its accounting methods or practices, including methods or practices used to:

- (i) Establish reserves on any patient, notes and accounts receivable;
- (ii) Establish estimates of any third-party settlements;
- (iii) Determine the value of any other accounts that require subjective determinations; and
- (iv) Establish malpractice, general liability or other self-insurance reserves, including claims incurred but not reported.

(d) Except as disclosed on Schedule 9.4(d), Resurrection and the Resurrection Affiliates have no non-ordinary course liabilities or obligations of any kind, whether contingent or absolute, direct or indirect, or matured or unmatured, that are not disclosed or reserved on the Resurrection Financial Statements.

9.5 Interim Changes. Since the most recent month-end date of the Resurrection Unaudited Financial Statements, the Resurrection Entities have conducted their businesses in the ordinary course and consistent with past practices. Except for matters expressly permitted or authorized by this Agreement and except as set forth on Schedule 9.5, there has not been, after the date of the most recent month-end of the Resurrection Unaudited Financial Statements:

- (a) Any Material Adverse Change in the Resurrection Entities in the aggregate;
- (b) Any material disposition by the Resurrection Entities of any property, rights or other assets owned by or employed in the operation of the Resurrection Entities, except for dispositions in the usual and ordinary course of business;
- (c) Any amendment or termination of any Material Contract that has had or could reasonably be expected to result in a Material Adverse Change in the Resurrection Entities in the aggregate;
- (d) Any material damage, destruction or other casualty loss affecting the tangible assets of the Resurrection Entities; or
- (e) Any adoption or material amendment of any bonus, profit-sharing, incentive, retention or severance agreement or arrangement, or any Resurrection Benefit Plan applicable to officers, directors or employees of the Resurrection Entities (collectively,

“**Resurrection Compensation Relationships**”), other than: (i) amendments required by Applicable Laws; and (ii) new Resurrection Compensation Relationships or amendments of existing Resurrection Compensation Relationships designed to retain key employees and which have been disclosed to Provena.

9.6 Material Contracts. To the Knowledge of Resurrection, no Resurrection Entity is in breach or default under any term or provision of any Material Contract to which it is a party or by which it is bound, nor, to Resurrection’s Knowledge, is any other party thereto in breach or default thereunder. All Material Contracts to which a Resurrection Entity is a party or by which it is bound are in full force and effect and are valid and enforceable obligations of the Resurrection Entities which are parties thereto. Except as set forth on Schedule 9.6, no Material Contract to which a Resurrection Entity is a party or by which it is bound requires the consent of, or notice to, a third party in order for the Resurrection Entities to enter into or to consummate the transactions contemplated by the Transaction Documents or in order to avoid a Material Adverse Change.

9.7 Legal Proceedings. Except as disclosed on Schedule 9.7, none of the Resurrection Entities is a defendant in, or, to the Knowledge of Resurrection, has been threatened with any action, suit, proceeding, complaint, charge, hearing or arbitration that could reasonably be expected to, if resolved adversely to such person, result in a Material Adverse Change in the Resurrection Entities in the aggregate or adversely affect ability of the Resurrection Entities to perform their respective obligations under the Transaction Documents. Except as disclosed on Schedule 9.7, none of the Resurrection Entities has received notice of any investigation or threatened investigation by any Federal, state or local governmental or regulatory agency, including those involving its business practices and policies, that could result in a Material Adverse Change in the Resurrection Entities in the aggregate.

9.8 Licenses and Permits. Each of the Resurrection Entities (and to the Knowledge of Resurrection, each of the Resurrection Joint Ventures) holds and is in compliance with all governmental licenses, permits, certificates, consents and approvals, noncompliance with which could result in a Material Adverse Change in its business and operations (the “**Resurrection Licenses and Permits**”). The Resurrection Licenses and Permits held by the Resurrection Entities are current, unrestricted and valid, and to Resurrection’s Knowledge, the Resurrection Licenses and Permits held by the Resurrection Joint Ventures are current, unrestricted and valid.

9.9 Compliance with Law. To the Knowledge of Resurrection, each of the Resurrection Entities is in material compliance with, and to the Knowledge of Resurrection, each of the Resurrection Joint Ventures is in material compliance with, all Applicable Laws, including, without limitation, all Health Care Laws.

9.10 Owned Real Property.

(a) Schedule 9.10(a) lists all real property owned by any Resurrection Entity by common address and property identification number (the “**Resurrection Owned Real Property**”).

(b) Except as set forth on Schedule 9.10(b), one or more of the Resurrection Entities is the sole and exclusive owner of all right, title and interest in and has good and marketable fee simple title to the Resurrection Owned Real Property free and clear of all liens, mortgages, security interests, options, pledges, charges, covenants, conditions, restrictions and other encumbrances and claims of any kind or character whatsoever, other than Permitted Encumbrances. There are no outstanding options, rights of first refusal or rights of first offer to purchase any Resurrection Owned Real Property or any portion thereof or interest therein. Except as described on Schedule 9.10(b), with respect to the Resurrection Owned Real Property:

(i) No Resurrection Entity has received during the past three (3) years notice of a violation of any Applicable Laws with respect to the Resurrection Owned Real Property, and no Resurrection Entity has received notice of condemnation, lien, assessment or the like relating to any part of the Resurrection Owned Real Property or the operation thereof;

(ii) Except for the Resurrection Entities, there are no tenants or other persons or entities occupying any space in the Resurrection Owned Real Property, or claiming any possession, adverse or not, to any portion of the Resurrection Owned Real Property, other than pursuant to tenant leases which: (A) are in writing and are fully executed by the parties thereto; (B) are upon terms that are commercially reasonable and fair from a financial perspective; (C) are consistent with Applicable Laws; (D) are not in default; (E) have not expired; and (F) have been entered into by a Resurrection Entity (or in the case of a sublease, a tenant of a Resurrection Entity, pursuant to a sublease approved by a Resurrection Entity);

(iii) To the Knowledge of Resurrection, there are no pending or proposed actions regarding the Resurrection Owned Real Property that could have a Material Adverse Change or otherwise affect the ability of Resurrection or a Resurrection Affiliate to continue its operations or financial status;

(iv) None of the Resurrection Entities have received notice that the status of any Resurrection Owned Real Property will change from exempt to taxable; and

(v) All permanent certificates of occupancy and all other licenses, permits, authorizations, consents, certificates and approvals required by all governmental authorities having jurisdiction and the requisite certificates of the local board of fire underwriters (or other body exercising similar functions), which, if not obtained, would result in a Material Adverse Change in any Resurrection Entity, have been issued for the Resurrection Owned Real Property, have been paid for, are in full force and effect, and, to the Knowledge of Resurrection, will not be invalidated, violated or otherwise adversely affected by the transactions contemplated by the Transaction Documents.

(c) Except as set forth on Schedule 9.10(c): (i) the Resurrection Owned Real Property is not in material violation of any Environmental Laws; (ii) the Resurrection Entities have not received any notice within the past three (3) years alleging or asserting either a material violation of any Environmental Law or a legal obligation to investigate, assess, remove, or remediate any part or all of the Resurrection Owned Real Property under or pursuant to any Environmental Law; (iii) the Resurrection Entities have not possessed, managed,

processed, released, handled or disposed of or discharged Hazardous Substances at, on or from the Resurrection Owned Real Property (including groundwater), except in material compliance with applicable Environmental Law; (iv) Resurrection has no Knowledge that any prior owners, operators or occupants of the Resurrection Owned Real Property have caused or allowed any Hazardous Substances to be discharged, possessed, managed, processed, released, or otherwise handled on the Resurrection Owned Real Property in violation of any Environmental Law; (v) the Resurrection Entities are, and for the past three (3) years have been, in material compliance with all applicable Environmental Law; (vi) to the Knowledge of Resurrection, the Resurrection Owned Real Property does not contain asbestos containing material in such form or condition for which abatement, repair or removal is required by applicable Environmental Law; and (vii) there are no, nor to the Knowledge of Resurrection have there ever been any, dumps, pits, or surface impoundments located on the Resurrection Owned Real Property for the disposal or containment of Hazardous Substances. Resurrection promptly shall notify Provena if it obtains Knowledge, prior to the Closing Date, of any lien, written notice, litigation, or threat of litigation relating to any alleged or actual unauthorized release of any Hazardous Substance with respect to any part of the Resurrection Owned Real Property.

(d) Except as set forth on Schedule 9.10(d), to the Knowledge of Resurrection, none of the Resurrection Entities has sent, arranged for disposal or treatment, arranged with a transporter for transport for disposal or treatment, transported, or accepted for transport any Hazardous Substances, to a facility, site or location, that, pursuant to CERCLA or any similar state or local law: (i) has been placed or has been publicly proposed by authorities having jurisdiction to be placed, on the National Priorities List or its state equivalent; or (ii) is subject to a claim, administrative order or other demand to take removal or remedial action by any person having jurisdiction and authority in the matter. Except as set forth on Schedule 9.10(d), none of the Resurrection Entities has received any written requests for information, potentially responsible party letters or general or special notices alleging that any of the Resurrection Entities is or may be liable under CERCLA. Without in any way limiting the generality of the foregoing, all existing underground storage tanks used by the Resurrection Entities to store Hazardous Substances are in compliance in all material respects with applicable Environmental Laws.

9.11 Leased Real Property.

(a) Schedule 9.11(a) lists all leases of real property as to which a Resurrection Entity is the tenant (each a “**Resurrection Lease**” and collectively, the “**Resurrection Leases**”).

(b) Each Resurrection Entity has valid and enforceable leasehold interests to the leasehold estate in the leased real property, subject to applicable bankruptcy, insolvency, moratorium or other similar laws relating to creditors’ rights and general principles of equity, and no party is in default under any Resurrection Lease, nor, to Resurrection’s Knowledge, has any event occurred which, with notice or the passage of time, or both, would give rise to such a default by any party.

9.12 Title to Assets. Except as disclosed on Schedule 9.12, apart from the Resurrection Owned Real Property, each of the Resurrection Entities has good and defensible

title to all of its assets of every kind, character and description, whether personal, tangible or intangible, used in connection with the operation of the businesses of the respective Resurrection Entities, free and clear of all liens, mortgages, security interests, options, pledges, charges, covenants, conditions, restrictions and other encumbrances and claims of any kind or character whatsoever, other than Permitted Encumbrances.

9.13 Resurrection Affiliates and Resurrection Joint Ventures.

(a) Exhibit B sets forth an accurate and complete list of all Resurrection Affiliates.

(b) Schedule 6.4(b) sets forth an accurate and complete list of all Resurrection Joint Ventures, together with an accurate description of all of the issued and outstanding membership or other equity interests in the Joint Ventures and the owners thereof.

9.14 Tax Exempt Status. The IRS has not taken, or, to the Knowledge of Resurrection, proposed to take, any action to revoke the tax-exemption of any of the tax-exempt Resurrection Entities, has not notified any tax-exempt Resurrection Entity of any inquiry concerning such Entity's tax-exempt status, and has not determined in writing or, to the Knowledge of Resurrection, proposed to announce, that any of the Resurrection Entities is a "private foundation" within the meaning of Section 509(a) of the Code. Resurrection has no Knowledge of any change in the organization or operation of any of the tax-exempt Resurrection Entities that would result in a loss of a Resurrection Entity's status as an organization described in Section 501(c)(3) of the Code or that could cause a Resurrection Entity to be treated as a "private foundation" within the meaning of Section 509(a) of the Code.

9.15 Insurance. The Resurrection Entities maintain insurance policies and programs sufficient to insure them against risks, losses and liabilities which similarly-situated health care companies within the health care industry customarily insure against (the "**Resurrection Coverage**"). Except as set forth on Schedule 9.15, the Resurrection Coverage is in full force and effect and shall remain in full force and effect through the Closing Date. The Resurrection Entities have not received notice that any Resurrection Coverage will be cancelled or not renewed.

9.16 Taxes. The Resurrection Entities timely have filed, or timely shall file with the appropriate taxing authority, all returns, declarations, and reports and all information returns and statements required to be filed or sent with respect to all taxes for all periods preceding the Closing Date (collectively, the "**Resurrection Returns**"). Except as set forth on Schedule 9.16, as of the time of filing, the Resurrection Returns correctly reflected, and Resurrection Returns prepared or being prepared but not yet filed as of the Execution Date, shall correctly reflect, the income, business, assets, operations, activities and status of the Resurrection Entities and any other information required to be shown therein. Each Resurrection Entity has timely paid all taxes due and payable and has made provision for timely payment of all taxes that shall be shown as due and payable on the Resurrection Returns and are required to be filed or sent by it after the Execution Date and relating to any period prior to the Closing Date.

9.17 Labor and Employment Matters. The Resurrection Entities are, and to the Knowledge of Resurrection, the Resurrection Joint Ventures are, in compliance in all material respects with all Applicable Laws respecting employment and employment practices, terms and conditions of employment, nondiscrimination, equal opportunity, immigration, benefits, payment of employment, social security, and similar taxes, occupational safety and health, plant closings, wages and hours.

9.18 Employee Benefits. With respect to all “employee welfare benefit plans” (as defined in Section 3(1) of ERISA), “employee pension benefit plans” (as defined in Section 3(2) of ERISA), and all other employee benefit plan agreements and arrangements and employee benefit policies, whether funded or unfunded, qualified or nonqualified, subject to ERISA or not, maintained or contributed to (or required to be contributed to) by Resurrection Entities for the benefit of any of its officers, employees or other persons (all the foregoing being herein referred to as “Resurrection Benefit Plans”).

(a) All contributions to, and payments from, the Resurrection Benefit Plans required to be made in accordance with the terms of the Resurrection Benefit Plans and Applicable Laws have been timely made. Except for those Resurrection Benefit Plans disclosed on Schedule 9.18(a), no Resurrection Benefit Plan is subject to the funding rules of Section 302 of ERISA or Section 412 of the Code.

(b) All Resurrection Benefit Plans (and all related trust agreements or annuity contracts or any funding instruments) have been administered in accordance with their terms and comply currently both as to form and operation, with the provisions of applicable tax laws, the Code and Applicable Laws in all material respects. To the extent that any Resurrection Benefit Plan is a tax qualified retirement plan, it has been maintained and administered in material accordance with its terms and the provisions of applicable tax laws and the Code, where required for the Resurrection Benefit Plan to be tax qualified under Sections 401(a) and 501(a) of the Code, and all other Applicable Laws. Except as set forth on Schedule 9.18(b), the Resurrection Benefit Plans that are pension benefit plans have received determination letters or private letter rulings from the IRS to the effect that such Resurrection Benefit Plans are qualified and exempt from Federal income taxes under Sections 401(a) and 501(a), respectively, of the Code, and no such determination letter or private letter ruling has been revoked nor, to the Knowledge of Resurrection, has revocation been threatened, nor has any such Resurrection Benefit Plan been amended or experienced any change in facts or circumstances since the date of its most recent determination letter or private letter ruling or application therefor in any respect that would adversely affect its qualification or materially increase its cost.

(c) All reports, returns and similar documents with respect to the Resurrection Benefit Plans required to be filed with any government agency or distributed to any Resurrection Benefit Plan participant have been duly and timely filed or distributed. To the Knowledge of Resurrection, there are no threatened or pending investigations by any governmental agency, termination proceedings or other claims (except claims for benefits payable in the normal operation of the Resurrection Benefit Plans), suits or proceedings against or involving any Resurrection Benefit Plan or asserting any rights or claims to benefits under any Resurrection Benefit Plan that could reasonably be expected to give rise to any material

liability, nor are there any facts that could reasonably be expected to give rise to any material liability in the event of any such investigation, claim, suit or proceeding.

(d) No "prohibited transaction" (as defined in Section 4975 of the Code or Section 406 of ERISA) has occurred that involves the assets of any Resurrection Benefit Plan and that could reasonably be expected to subject any of the Resurrection Entities, or any of their respective employees, or a director, administrator or other fiduciary of any trust created under any Resurrection Benefit Plan, to the tax or penalty on prohibited transactions imposed by Section 4975 of the Code or the sanctions imposed under Title I of ERISA. No Resurrection Benefit Plan that has been terminated has or, to the Knowledge of Resurrection, may cause liability to any of the Resurrection Entities.

9.19 Payment Programs. With respect to all Payment Programs, and specific to those Payment Programs with which the Resurrection Entities are participating providers (the "**Resurrection Payment Programs**"), except as set forth on Schedule 9.19:

(a) No Resurrection Entity is engaged in termination proceedings as to its respective participation in any Resurrection Payment Program, nor has any Resurrection Entity received notice that its current participation in any Resurrection Payment Program is subject to any contest, termination or suspension as a result of alleged violations or any noncompliance with participation requirements;

(b) No Resurrection Entity has taken or committed to any action, entered into any agreement, contract or undertaking, or taken or omitted to take any other action of any nature whatsoever that was or is in violation of any applicable Resurrection Payment Program condition of participation, contract, standard, policy, rule, regulation, procedure or other requirement, that individually or in the aggregate would result in a Material Adverse Change in the Resurrection Entities' business and operations;

(c) All billing and collection practices of each Resurrection Entity and, to the Knowledge of Resurrection, of any billing and/or collection agent acting on behalf of any Resurrection Entity, have been in compliance with all Health Care Laws and the conditions for participation, contracts, standards, policies, rules, regulations, manuals, procedures and requirements of all Resurrection Payment Programs, except for noncompliance that would not result in a Material Adverse Change in its business and operations;

(d) All cost reports and cost statements submitted by the Resurrection Entities to any Resurrection Payment Program are true, accurate and complete in all material respects and have been prepared and submitted in accordance with cost and accounting principles consistently applied that comply with all applicable Resurrection Payment Program conditions for participation, contracts, standards, policies, rules, regulations, manuals, procedures and requirements, including, without limitation, Resurrection Payment Program interpretations and guidance, except to the extent that such non-compliance with such regulations is not likely to result in a Material Adverse Change;

(e) No Resurrection Entity has taken any of the following actions, if any such action would result in a Material Adverse Change in its business and operations:

submitted to any Resurrection Payment Program any false, fraudulent, abusive or improper claim for payment, billed any Resurrection Payment Program for any service not rendered or not rendered as claimed, or received and retained any payment or reimbursement from any Resurrection Payment Program in excess of the proper amount allowed by Applicable Laws and applicable contracts or agreements with the Resurrection Payment Programs;

(f) There is no audit, investigation, adverse action, or civil, administrative, or criminal proceeding pending or, to the Knowledge of Resurrection, threatened relating to participation in any Resurrection Payment Program by any Resurrection Entity; and, to the Knowledge of Resurrection, there is no basis for any such adverse action by the Resurrection Payment Program against any Resurrection Entity;

(g) No Resurrection Payment Program has requested nor, to the Knowledge of Resurrection, has threatened any recoupment, refund, or set off from any Resurrection Entity, or imposed any fine, penalty or other sanction on any Resurrection Entity which, in any such case, is likely to result in a Material Adverse Change in the Resurrection Entities; and

(h) The Resurrection Entities have complied, or will comply, in a timely manner with any notice, approval, application, submission, filing or other requirements of the Resurrection Payment Programs with respect to the transactions contemplated by this Agreement, including, without limitation, any change of control requirements.

9.20 Accreditation. Except as set forth on Schedule 9.20, with respect to the Resurrection Entities' current accreditations by various accreditation organizations, including, without limitation, the Health Facilities Accreditation Program of the American Osteopathic Association ("HFAP") (collectively, the "**Resurrection Accreditations**"): (a) all of the Resurrection Accreditations of the Resurrection Entities have been duly obtained, are held by the respective Resurrection Entities, are current and valid, and are in full force and effect; (b) to the Knowledge of Resurrection, no event has occurred or other fact exists with respect to the Resurrection Accreditations that allows, or after notice or lapse of time or both would allow, revocation, suspension, restriction, limitation or termination of any of the Resurrection Accreditations or would result in any other impairment of the rights of the holder of any of the Resurrection Accreditations that individually or in the aggregate is likely to result in a Material Adverse Change; and (c) no notice or threatened notice from any accreditation organization with respect to the revocation, suspension, restriction, limitation or termination of any Resurrection Accreditations has been issued, received or, to the Knowledge of Resurrection, proposed or threatened.

9.21 Compliance Program. Except as set forth on Schedule 9.21, within the past three (3) years, no Resurrection Entity: (a) is or was a party to a Corporate Integrity Agreement with the Office of Inspector General of the United States Department of Health and Human Services; (b) has any reporting obligations pursuant to any settlement agreement entered into with any federal, state or local government entity; (c) has been the subject of any government payer program investigation conducted by any federal or state enforcement agency; (d) has been a defendant in any unsealed qui tam/False Claims Act litigation; (e) has been served with or received, or been subject to, any search warrant, subpoena, civil investigative demand, contact letter, or, to Resurrection's Knowledge, telephone or personal contact by or from any federal or

state enforcement agency (except in connection with medical services provided to third parties who may be defendants or the subject of investigation into conduct unrelated to the operation of the health care businesses conducted by the Resurrection Entities); and (f) has not received any complaints from employees, independent contractors, vendors, physicians, or any other person that resulted or may result in a claim being filed with a federal, state or local government entity alleging that a Resurrection Entity has violated any law or regulation.

9.22 Exclusion from Health Care Programs. Each Resurrection Entity has a program in place to determine whether any of its employees, agents or independent contractors has been: (a) excluded from participating in any Federal Health Care Program (as defined in 42 U.S.C. § 1320a 7b(f)); (b) subject to sanction or been indicted or convicted of a crime, or pled nolo contendere or to sufficient facts, in connection with any allegation of violation of any Federal Health Care Program requirement or Health Care Law; (c) debarred or suspended from any federal or state procurement or nonprocurement program by any government agency; or (d) designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of Treasury.

9.23 Medical Staff Matters. Resurrection has provided to Provena true, correct, and complete copies of the bylaws and rules and regulations of the Resurrection Medical Staffs, as well as a list of all current members of the Resurrection Medical Staffs. Except as set forth in Schedule 9.23: (a) there are no pending adverse actions with respect to any medical staff members of Resurrection Entities or any applicant thereto for which a medical staff member or applicant has requested an appellate review under any Resurrection Medical Staff bylaws that has not been scheduled or has been scheduled but has not been completed; (b) there are no pending or, to the Knowledge of Resurrection, threatened disputes with applicants, staff members, or health professional affiliates, and Resurrection knows of no basis therefor; and (c) all appeal periods in respect of any medical staff member or applicant against whom an adverse action has been taken have expired. Notwithstanding the foregoing provisions of this Section 9.23, Resurrection shall not be required to disclose any information pursuant to this Section 9.23 where such disclosure is prohibited by state law or where such disclosure would, in Resurrection's reasonable discretion, potentially jeopardize any applicable privilege that would protect the disclosure of such information to third parties.

9.24 Experimental Procedures. The Resurrection Entities have not performed or permitted the performance of any experimental or research procedures or studies involving their patients not authorized and conducted in accordance with the procedures of the applicable Resurrection institutional review board.

9.25 Intellectual Property; Computer Software. The Resurrection Entities own (or possess adequate and enforceable licenses or other rights to use) all Intellectual Property and all computer software programs and similar systems used in the conduct of their businesses.

9.26 Disclosure; No Material Omissions.

(a) The representations and warranties of Resurrection contained in this Agreement (including each exhibit, schedule, certificate or other written statement delivered pursuant to this Agreement) or made in connection with the transactions contemplated or

required hereby are accurate, correct and complete and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements and information contained therein not misleading.

(b) The Resurrection Entities have responded (or are continuing to respond as of the date hereof) in all material respects to Provena's requests for information and documentation as part of Provena's due diligence review of the business, operations, assets and liabilities of the Resurrection Entities. Resurrection has not knowingly omitted any material information relating to the businesses, operations, assets or liabilities of Resurrection Entities in its responses to Provena's requests.

ARTICLE 10

PRE CLOSING COVENANTS

10.1 Pre-Closing Covenants of the Parties. Each of Provena and Resurrection hereby agrees to keep, perform and fully discharge, and to cause the Provena Affiliates and Resurrection Affiliates, as applicable, to keep, perform and fully discharge, the following covenants and agreements from the Execution Date until the Closing Date (or thereafter, as specifically noted below):

(a) **Interim Conduct of Business.** Each Party shall provide the other Party promptly with monthly Unaudited Financial Statements for the immediately preceding month. Neither Party shall, without providing prior written notification to the other Party: (i) make any changes, or permit any changes to be made, in the governing documents of any Entity or Affiliate, except for changes referenced in Schedule 10.1(a) or expressly authorized by this Agreement; (ii) enter into any transaction which could result in a Material Adverse Change to the business of the Party or its Affiliates; (iii) cease to operate its business or that of an Affiliate as a going concern generally consistent with prior practices in the ordinary course of business; or (iv) enter into a Debt Transaction.

(b) **Preserve Accuracy of Representations and Warranties.** Unless permitted by the terms of this Agreement, neither Party shall take, and shall not allow to be taken by any of its Affiliates, any action that would render any representation or warranty contained in Article 8 or Article 9, applicable, materially inaccurate or untrue. Upon gaining actual Knowledge, a Party shall promptly notify the other Party of any lawsuits, claims, administrative actions or other proceedings credibly asserted or actually commenced against such Party or any Affiliates, or any of their respective officers, directors or members which could result in a Material Adverse Change to the business of either Party or such Party's Affiliates. The Parties shall promptly notify each other, in writing, of any facts or circumstances that come to its attention after the Execution Date and that cause, or through the passage of time might cause, any of the representations and warranties contained in Article 8 or Article 9, as applicable, to be materially untrue or misleading.

(c) **Access to Information.** To the extent permitted by Applicable Law, each Party shall give to the other Party and/or to its representatives full and free access, during normal business hours, to all properties, books, records and contracts pertaining to the

businesses, properties and assets of such party and Affiliates, as may be reasonably requested with reasonable prior notice.

(d) Maintenance of Books and Accounting Practices. The Parties shall:
(i) maintain their respective books of account and records and cause the books and records of account of each Affiliate to be maintained in the usual, regular and ordinary manner in accordance with GAAP consistently applied and on a basis consistent with prior years; and
(ii) make no material changes in its accounting methods or practices or cause any Affiliate to make any material change in its accounting methods or practices.

(e) Compliance with Applicable Laws. The Parties shall (i) comply, and cause their Affiliates to comply, in all material respects with all Applicable Laws, and (ii) keep, hold and maintain all certificates, accreditations, licenses and other permits necessary for the conduct and operation of the business of all Party Entities.

(f) No Conflicting Transactions. Each Party shall ensure that neither that Party nor its Affiliates, without the prior written consent of the other Party, shall: (i) merge, consolidate or enter into a member substitution or joint operating agreement with any other entity, business or person; (ii) sell, lease or acquire substantially all of its assets; (iii) enter into any other change of control or other transaction involving substantially all of its operations; and (iv) explore, meet, discuss, negotiate, directly or indirectly, or enter into an agreement with any third party for the purpose of discussing, organizing, formulating, designing, developing, investing in or implementing an arrangement that could lead to any of the foregoing; provided, however, the provisions of this section shall not apply to clinical collaborations involving individual sites or service lines, except to the extent that a proposed arrangement is appropriate to disclose as part of the due diligence process.

(g) Third Party Authorizations. The Parties shall use commercially reasonable efforts and cooperate fully with each other to obtain all consents, approvals, exemptions and authorizations of third parties, whether governmental or private, make all filings, and give all notices which may be necessary or desirable on the part of such Party or its Affiliates in order to consummate the transactions contemplated or required by the Transaction Documents.

(h) Performance of Undertakings.

(i) Each of Provena and Resurrection shall perform faithfully at all times any and all covenants, undertakings, stipulations and provisions applicable to it contained in this Agreement and in any and every document executed, authenticated and delivered hereunder.

(ii) Each of Provena and Resurrection shall use commercially reasonable efforts to consummate the transactions contemplated by this Agreement and shall not take any other action inconsistent with its obligations hereunder or which could hinder or delay the consummation of the transactions contemplated or required hereby.

ARTICLE 11

CONDITIONS PRECEDENT

11.1 Conditions Precedent to Each Party's Obligations. The obligations of Provena, on the one hand, and Resurrection, on the other hand, to consummate the transactions contemplated by this Agreement are, at the option of the such Parties, subject to the satisfaction, on or prior to the Closing Date, of the following conditions:

(a) **HSR Act.** The Parties shall have submitted their respective filings under the Hart-Scott Rodino Act ("HSR Act") and all required waiting periods under the HSR Act shall have expired.

(b) **Certificate of Need.** The Parties shall have obtained any and all necessary approvals from the IHFSRB to consummate the transactions contemplated by this Agreement.

(c) **Regulatory Approvals.** All other regulatory consents and approvals required for the consummation of the transactions contemplated or required by this Agreement shall have been obtained on or before the Closing Date.

(d) **Final Approval of Congregational Leadership.** The Parties shall have received final approval from their respective Sponsors and religious congregational leadership.

(e) **No Pending Action.** No action or proceeding before any court or governmental body shall be pending or threatened wherein an unfavorable judgment, decree or order would prevent the carrying out of this Agreement or any of the transactions contemplated hereby, declare unlawful the transactions contemplated by this Agreement or cause such transactions to be rescinded.

(f) **Due Diligence.** The Parties shall have completed their due diligence investigation and the resulting information from such investigation shall have been acceptable to the Parties in their sole discretion.

(g) **Loan Consents and Instruments.** The Parties shall have obtained receipt of all documents, information, consents and materials required by the loan agreements to which they are parties.

(h) **Joint Venture Consents.** The Parties shall have obtained any required Joint Venture Consents.

(i) **Contract Consents.** The Parties shall have obtained the consents of the third parties identified on Schedule 8.6 and Schedule 9.6.

(j) **Accuracy of Representations and Warranties.** The representations of Provena contained in Article 8 and of Resurrection contained in Article 9 shall be true and accurate in all material respects as if made on and as of the Closing Date.

(k) **Performance of Covenants.** Each Party shall have performed all of the obligations and covenants required to be performed or complied with by such Party on or prior to the Closing Date.

(l) **No Bankruptcy.** No Provena or Resurrection Entity shall: (i) be in receivership or dissolution; (ii) have made any assignment for the benefit of creditors; (iii) have admitted in writing its inability to pay its debts as they mature; (iv) have been adjudicated bankrupt; or (v) have filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any state, nor shall any such petition have been filed against any such party.

(m) **Delivery of Closing Documents.** Each Party shall have delivered to the other Party the Closing Documents described in Section 12.2.

ARTICLE 12

CLOSING

12.1 Closing Date and Effective Date. The delivery of all Closing Documents as set forth in Section 12.2 (the "Closing") shall take place at 9:00 a.m. on the last business day of the month in which all conditions precedent to Closing set forth herein have been satisfied. The Closing shall occur at the offices of McDermott Will & Emery LLP, 227 W. Monroe Street, Chicago, Illinois 60606, or such other date, time and place as the Parties shall mutually agree ("Closing Date"), provided that all conditions precedent and other matters required to be satisfied or completed as of the Closing Date have been or will be so satisfied or completed on such date. After the Closing is completed, the Transaction shall be deemed to have occurred and to be effective as between the Parties as of 12:01 a.m. Central time on the next day after the Closing Date or such other date agreed upon by the Parties (the "Effective Date").

12.2 Closing Documents. At the Closing, each Party shall deliver to the other Party the following documents (the "Closing Documents"):

(a) A certificate of the President and Chief Executive Officer, dated as of the Closing Date, certifying the continued accuracy and completeness of representations and warranties of the Party and the performance of the covenants and conditions precedent applicable to that Party;

(b) A certificate of the Secretary, dated as of the Closing Date, certifying: (i) the incumbency of the officers of the Party who have executed Closing Documents; and (ii) the due adoption and continued effectiveness of resolutions of such Party's Board approving: (A) this Agreement, the agreements and instruments referenced herein, and the transactions contemplated hereby; and (B) the New Parent Governing Documents and the amended and restated Articles of Incorporation and Bylaws of the Party and its Entities and Affiliates, effective as of the Closing Date;

(c) Any Joint Venture Consents required in order to consummate the transactions contemplated hereby, applicable to Joint Ventures in which the Party currently owns an interest;

(d) Any material third-party consents required under any Material Contracts to which a the Party is a party;

(e) An officer's certificate from an officer attesting to the fact that, immediately following consummation of the transactions contemplated by the Transaction Documents, no member of the Party's obligated group (each an "**Obligated Group**") will be in default in the performance or observance of any covenant or condition of its master trust indenture, or any loan or reimbursement agreement entered into in connection with any of its Outstanding Debt;

(f) (i) An opinion of counsel opining that the consummation of the transactions contemplated by the Transaction Documents does not violate the Party's master trust indenture or any loan or reimbursement agreement entered into in connection with any of the Outstanding Debt issued on behalf of the Party's Obligated Group, and (ii) an opinion of counsel that the consummation of the transactions contemplated by the Transaction Documents does not adversely affect the validity of any Outstanding Debt issued on behalf of the Party's Obligated Group or any exemption from federal or state income taxation related to the interest payable on such Outstanding Debt;

(g) Evidence of the resignations of all directors and committee members of the Parties; and

(h) Such other instruments and documents as may be reasonably requested by the Parties in order to carry out the transactions contemplated or required by this Agreement and to comply with the terms hereof.

ARTICLE 13

TERMINATION

13.1 Termination Prior to Closing. Notwithstanding anything herein to the contrary, this Agreement and the Transaction contemplated by this Agreement may be terminated at any time prior to Closing under any one of the following circumstances:

(a) **Mutual Consent.** By mutual written consent of the Parties, acting through their respective boards of directors.

(b) **Legal Proceedings.** By either Party, if at the Closing Date: (i) a bona fide action or proceeding shall be pending against any Party wherein an unfavorable judgment, decree or order would prevent or make unlawful the carrying out of the transactions contemplated by this Agreement; or (ii) any governmental agency shall have notified any Party that the consummation of the transactions contemplated herein would constitute a violation of Applicable Laws and that it has commenced or intends to commence proceedings to restrain the

consummation of the transactions contemplated herein, and such agency has not withdrawn such notice prior to such termination.

(c) **Conditions Precedent to Closing.** By either Party if the conditions of this Agreement to be satisfied or performed by the other Party at or before Closing become incapable of satisfaction or performance other than as a result of a breach of this Agreement by the terminating party.

(d) **Material Adverse Change.** By either Party if at any time prior to the Closing Date, there has been a Material Adverse Change to the businesses of the other Party or its affiliate Entities and such Material Adverse Change is not or cannot be remedied to the reasonable satisfaction of the terminating Party prior the Termination Date.

(e) **Breach.** By either Party if at any time prior to the Closing Date, there has been a material breach by the other Party of any representation, warranty, covenant or agreement contained in this Agreement which cannot be or is not cured prior to the Termination Date.

(f) **Expiration.** If the Closing shall not have occurred on or before October 31, 2011 (the "**Termination Date**"), provided that the right to terminate this Agreement under this Section 13.1(f) shall not be available to any Party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur by such Termination Date.

(g) **Effect of Termination.** If there has been a termination under Section 13.1, this Agreement shall be deemed terminated, and all further obligations of the Parties hereunder shall terminate, except those obligations specifically identified in this Agreement as surviving termination. Any termination under Section 13.1 shall be without liability to the Parties, except that such termination shall be without prejudice to the rights and remedies which any Party seeking to terminate this Agreement may have if (a) a default shall be made by any other Party in the observance or in the due and timely performance by such Party of any of the covenants herein contained; or (b) there shall have been a breach by such other Party of any of the warranties and representations herein contained, and except for fraudulent acts by a Party, the remedies for which shall not be limited by this Agreement. Notwithstanding anything to the contrary, if a Party shall have made such default or breach, the other Party need not terminate this Agreement but may seek to specifically enforce the defaulting or breaching Party's obligations hereunder.

ARTICLE 14

GENERAL PROVISIONS

14.1 **Modification of Schedules and Exhibits.** During the period from the Execution Date until the Closing Date, either Party may amend any one or more of the Schedules or Exhibits delivered at the Execution Date by delivering an updated Schedule or Exhibit to the other. Upon receipt of the updated document, the Receiving Party shall promptly review such document and either approve or disapprove it. If the Receiving Party approves the updated

document, such document shall become the final Schedule or Exhibit. If the Receiving Party fails to approve the Amending Party's updated document(s), the Amending Party refuses to cure the items of disagreement, or the Parties are unable to agree upon an appropriate cure, or if the agreed-upon cure has not been completed by the Closing Date, the Receiving Party may elect to terminate this Agreement pursuant to Section 13.1 by providing notice to the Amending Party. Upon agreement of the Parties, either Party may set forth any disclosures required by a Schedule in a separate writing delivered to the other Party that specifically makes reference to the applicable Section of the Agreement and the required schedule thereto.

14.2 Equitable Relief. The Parties acknowledge that a breach or threatened breach of this Agreement by a Party would cause the non-breaching Party to suffer immediate and irreparable harm which could not be fully remedied with the payment of monetary damages. As such, in addition to any other remedies available, a non-breaching Party shall be entitled to specific performance, preliminary and permanent injunctive relief, and other available equitable remedies to restrain a breach or threatened breach of this Agreement by another Party, either pending or following a trial on the merits, and without the need to post bond or other security.

14.3 Survival. Article 14 and Article 15 shall survive the termination of this Agreement prior to the Closing Date. The provisions set forth in Article 8, Article 9 and Article 10 – Article 13 shall be extinguished upon the Closing and consummation of the Transaction contemplated by this Agreement and shall not survive such Closing and consummation.

14.4 Performance of Undertakings. The Parties agree that the standard that shall apply to the Parties' performance of all covenants and undertakings contained in this Agreement and in any and every document executed and delivered hereunder is a commercially reasonable standard.

14.5 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given or made as follows: (a) if sent by registered or certified mail in the United States return receipt requested, upon receipt; (b) if sent designated for overnight delivery by nationally recognized overnight air courier (such as Federal Express, UPS or DHL), one (1) business day after sending; or (c) if otherwise actually personally delivered, when delivered, provided that such notices, requests, demands and other communications are delivered to the addresses set forth below, or to such other address as any Party shall provide by like notice to the other Party:

If to Provena:

Provena Health
19065 Hickory Creek Drive, Suite 300
Mokena, Illinois 60448
Attention: Guy Weibking, President and CEO

With a simultaneous copy to:

Provena Health
19065 Hickory Creek Drive, Suite 300
Mokena, Illinois 60448
Attention: M. Meghan Kieffer, Esq., System
Senior Vice President, General Counsel

With a simultaneous copy to: McDermott Will & Emery LLP
227 West Monroe Street, Suite 4400
Chicago, Illinois 60606
Attention: Kerrin B. Slattery, Esq.

If to Resurrection Resurrection Health Care Corporation
7435 West Talcott Avenue
Chicago, Illinois 60631
Attention: Sandra Bruce, President and CEO

With a simultaneous copy to: Resurrection Health Care Corporation
7435 West Talcott Avenue
Chicago, Illinois 60631
Attention: Jeannie Carmedelle Frey, Esq.,
Senior Vice President and General Counsel

With a simultaneous copy to: McDermott Will & Emery LLP
227 West Monroe Street, Suite 4400
Chicago, Illinois 60606
Attention: Kerrin B. Slattery, Esq.

14.6 Confidentiality; Publicity. The Parties hereto shall hold in confidence the information contained in this Agreement, and all information related to this Agreement, which is not otherwise known to the public, shall be held by each Party hereto as confidential and proprietary information and shall not be disclosed without the prior written consent of the other Party. Accordingly, the Parties shall not discuss with, or provide nonpublic information to, any third party (except for a Party's attorneys, accountants, directors, officers and employees, the directors, officers and employees of any Affiliate of either Party hereto, and other Party consultants and professional advisors) concerning this transaction prior to the Closing Date, except: (a) as required by law or in governmental filings or judicial, administrative or arbitration proceedings, including without limitation any filings to be made by the Parties with respect to the HSR Act, to the IHFSRB, the Attorney General of Illinois, or other governmental agencies or bodies and religious congregational leadership; provided, however, each Party shall consult with the other Party prior to making any such filings and the applicable Party shall modify any portion thereof if the other Party reasonably objects thereto, unless the same may be required by Applicable Law; (b) pursuant to public announcements made with the prior written approval of Provena and Resurrection; or (c) to enforce its rights under this Agreement. The rights of the Parties under this Section 14.6 shall be in addition and not in substitution for the rights of the Parties under the Confidentiality Agreement, by and between the Parties dated August 18, 2010 (the "**Confidentiality Agreement**"), which Confidentiality Agreement shall survive the Closing.

14.7 Cost of Transaction. Whether or not the transactions contemplated hereby shall be consummated, the Parties agree that each Party shall pay their own fees, expenses, and disbursements incurred in connection with the subject matter hereof and any amendments hereto; provided, however, the Parties agree to share equally the filing fees associated with filings

required to be made by the Parties under the HSR Act and IHFSRB and the fees and expenses of any counsel, consultant or expert mutually retained by them.

14.8 No Brokerage. The Parties represent to each other that no broker has in any way been contacted in connection with the transactions herein contemplated.

14.9 Entire Agreement; Amendment. This Agreement, including all Schedules and Exhibits required hereunder, supersedes all previous agreements, oral or written, and constitutes the entire agreement among the Parties respecting the subject matter of this Agreement, and no Party shall be entitled to benefits other than those specified herein. Each Exhibit and Schedule referenced in this Agreement shall be considered a part hereof as if set forth herein in full. As among the Parties, oral statements or prior written material which are not specifically incorporated herein shall not be of any force and effect. The Parties specifically acknowledge that in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and no others. This Agreement may be amended or modified only by an agreement in writing signed by each of the Parties.

14.10 No Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives, but no Party may, by operation of law or otherwise, assign its rights in this Agreement or delegate its duties under this Agreement without first obtaining the prior written consent of the other Party.

14.11 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or other third party other than the Parties and their respective successors and permitted assigns.

14.12 Severability. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable, in whole or in part, for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice or disturb the validity of any remaining provision of this Agreement, which shall be and remain in full force and effect, and binding and enforceable in accordance with its terms.

14.13 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois; provided, however, that the conflicts of law principles of the State of Illinois shall not apply to the extent they would operate to apply the laws of another state. The Parties hereby consent to the jurisdiction of Illinois courts over all matters relating to this Agreement.

14.14 Headings; Cross References. Headings of Articles and Sections in this Agreement and the table of contents hereof are solely for convenience or reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof. Unless indicated otherwise, references in this Agreement to Articles, Sections, Schedules and Exhibits are to articles, sections, schedules and exhibits of this Agreement.

14.15 Waiver of Terms. The failure of any Party to insist, in any one or more instances, on performance of any of the terms, covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or thereunder or of the future performance of any such term, covenant or condition, but the obligations of the

Parties with respect thereto shall continue in full force and effect. A waiver by one Party of the performance of any covenant, condition, representation or warranty of the other Party shall not invalidate this Agreement, nor shall such waiver be construed as a waiver of any other covenant, condition, representation or warranty. A waiver by any Party of the time for performing any act shall not constitute a waiver of the time for performing any other act or the time for performing an identical act required to be performed at a later time.

14.16 Counterparts; Signatures. The Parties agree that this Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. The Parties further agree that signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and enforcement of this Agreement.

14.17 Time is of the Essence. Time is hereby expressly made of the essence with respect to each and every term and provision of this Agreement and any other agreements determined by the Parties to be necessary or appropriate to be entered into in connection with the transactions contemplated by this Agreement.

14.18 Access to Records and Information. If and to the extent applicable to this Agreement and to any agreement contemplated hereunder or entered into pursuant hereto between or among the Parties, the Parties agree to comply with the requirements of Public Law 96 499, Section 952 (Section 1861(v)(1)(I) of the Social Security Act) and regulations promulgated thereunder.

ARTICLE 15

DEFINITIONS

15.1 Defined Terms. Capitalized terms not otherwise defined in the body of this Agreement shall have the following meanings:

(a) “**Applicable Laws**” means all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and any judgment, decree, order, writ or injunction of any court, governmental or regulatory authority.

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

(c) “**Debt Transaction**” means any debt, bond, credit, mortgage, pledge, or other lien or encumbrance agreement or any documents evidencing negative pledges or other covenant or transfer restrictions on the assets of either Party, with (a) a dollar value or liability greater than (or expected to be greater than) \$10,000,000, in the aggregate, or (b) covenants which are additional to or more restrictive than those relating to the Outstanding Debt.

(d) “**Environmental Law**” means federal, state or local statutes and ordinances, and all rules and regulations promulgated thereunder, common law, orders, consent decrees, permits, and binding judicial and administrative interpretations thereof, pertaining or relating to: (a) natural resources and the environment; (b) public and worker health and safety;

and (c) the identification, reporting, generation, manufacture, processing, distribution, use, treatment, storage, disposal, emission, discharge, release, transport or other handling of any Hazardous Substances, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended (“CERCLA”) and the Resource Conservation and Recovery Act, as amended.

(c) “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

(f) “Hazardous Substances” means petroleum or petroleum products, polychlorinated biphenyls, asbestos containing materials, lead based paint, radioactive materials, toxic mold or fungus of any kind or species, medical wastes, and any substances, materials, chemicals, pollutants, constituents, wastes or noxious substances regulated by any Environmental Law.

(g) “Health Care Laws” means all federal, state and local laws, statutes, rules, regulations, ordinances and codes applicable to health care providers and facilities; federal and state health care program conditions of participation, standards, policies, rules, procedures and other requirements; and accreditation standards of any applicable accrediting organization. Health Care Laws include, without limitation, the following laws: the federal (Title XIX of the Social Security Act) and state Medicaid programs and their implementing regulations, the Medicare Program (Title XVIII of the Social Security Act) and its implementing regulations, the federal False Claims Act (31 U.S.C. §§3729 et seq.), the Federal Health Care Program Anti Kickback Statute (42 U.S.C. §1320a 7b(b)), the Federal Physician Self Referral Law (42 U.S.C. §1395nn), the Federal Administrative False Claims Law (42 U.S.C. §1320a 7b(a)), the Beneficiary Inducement Statute (42 U.S.C. §1320a-7a(a)(5)), the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the HIPAA Privacy Rule, the HIPAA Security Rule and the HIPAA Standards for Transactions and Code Sets (42 U.S.C. 1320d 1329d 8; 45 CFR Parts 160 and 164), the Health Information Technology for Economic and Clinical Health (“HITECH”) Act (Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“ARRA”), Pub. L. No. 111-5 (Feb. 17, 2009)), the federal Confidentiality of Alcohol and Drug Abuse Patient Records Act (42 U.S.C. 290ee 3), the Rehabilitation Act, the Americans with Disabilities Act, the Occupational Safety and Health Administration statutes and regulations for blood borne pathogens and workplace risks, and any state and local laws and the regulations promulgated pursuant to such laws, that address the same or similar subject matter. Health Care Laws also include federal, state and local laws applicable to health care providers and facilities, including, without limitation, laws related to: federal and state health care program billing, cost reporting, revenue reporting, payment and reimbursement; federal and state health care program fraud, abuse, theft or embezzlement; procurement of health care services, human and social services, and other health related services; employee background checks and credentialing of employees; credentialing and licensure of facilities or providers of such services; zoning, maintenance, safety and operations of group homes, residential facilities and day programs, and other building health and safety codes and ordinances; health facility planning laws; state law restrictions on the corporate practice of medicine (and the corporate practice of any other health related profession); eligibility for federal and state health care program contracting, including any requirements limiting contracting to nonprofit or tax exempt

entities; patient information and medical record confidentiality, including psychotherapy and mental health records; splitting of health care fees; patient brokering, patient solicitation, patient capping, and/or payment of inducements to recommend or refer, or to arrange for the recommendation or referral of, patients to health care providers or facilities; standards of care, quality assurance, risk management, utilization review, peer review, and/or mandated reporting of incidents, occurrences, diseases and events; advertising or marketing of health care services; and the enforceability of restrictive covenants on health care providers.

(h) **“Knowledge”, “known”, “knowingly”, “to the knowledge”** or any variant thereof shall, when qualifying any representation, warranty or other statement in this Agreement, mean and refer to:

(i) with respect to Provena: (i) all matters with respect to which the Provena Entities have received written notice; or (ii) the actual knowledge of the persons serving as President and Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Chief Nursing Officer, General Counsel or Chief Compliance Officer of Provena; or

(ii) with respect to Resurrection: (i) all matters with respect to which the Resurrection Entities have received written notice; or (ii) the actual knowledge of the persons serving as President and Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Chief Nursing Officer, General Counsel or Chief Compliance Officer of Resurrection.

(i) **“Material Adverse Change”** means any condition, change, event, violation, inaccuracy, circumstance or effect that individually or in the aggregate, could reasonably be expected to result in: (i) uninsured liabilities or losses (including, without limitation, lost revenues and asset values) exceeding Twenty Million Dollars (\$20,000,000); (ii) the inability of any of the Parties to maintain their respective Section 501(c)(3) status or the tax exempt status of their respective Outstanding Debt; (iii) the inability of any of the Provena Entities or Resurrection Entities that operate as licensed health care facilities to continue to operate as such licensed health care facilities; (iv) the debarment or exclusion of any Provena Entity or Resurrection Entity from participation in the Medicare or Medicaid programs; (v) the imposition of criminal sanctions or penalties; (vi) the cancellation or revocation of Provena Coverage or Resurrection Coverage; (vii) final loss of accreditation by the hospitals from the Joint Commission or HFAP; (viii) an inability of a Provena Entity or a Resurrection Entity to materially perform their respective obligations under the Transaction Documents; (ix) the insolvency of a Provena Entity or Resurrection Entity; (x) a material downgrading of the credit rating of a Provena Entity or Resurrection Entity, as applicable; or (xi) the acceleration of obligations under tax-except bond indebtedness of the Provena Entities or the Resurrection Entities. Notwithstanding anything to the contrary, “Material Adverse Change” shall not include: (A) changes in the financial or operating performance due to or caused by seasonal changes; (B) changes or proposed changes to any Applicable Laws, reimbursement rates or policies of governmental agencies or bodies that are generally applicable to hospitals or healthcare facilities and that do not disproportionately affect the applicable entities; (C) requirements, reimbursement rates, policies or procedures of third party payors or accreditation commissions or organizations that are generally applicable to hospitals or healthcare facilities and that do not disproportionately affect the applicable entities; (D) general

business, industry or economic conditions, including such conditions related to the business of the Provena Entities, taken as a whole, or the Resurrection Entities, taken as a whole, that do not disproportionately affect the applicable entities; (E) local, regional, national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack, that do not disproportionately affect the applicable entities; (F) changes in financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index) that do not disproportionately affect the applicable entities taken as a whole and as compared to other similar health care businesses; or (G) changes in GAAP.

(j) **“Material Contracts”** shall mean the following categories of contracts, leases (capital and operating), and other agreements entered into by or on behalf of any one or more of the Provena Entities or Resurrection Entities which are currently in effect:

(i) all debt, bond, credit, mortgage, pledge, or other lien or encumbrance agreements and all documents evidencing negative pledges or other covenant or transfer restrictions on the assets of any Provena Entity or any Resurrection Entity, as applicable;

(ii) all joint venture agreements to which any Provena Entity or Resurrection Entity is a party and which generates net income to a Party or Party Entity in excess of One Million Dollars (\$1,000,000) annually;

(iii) all agreements for employment, indemnity, retention, severance or change in control;

(iv) all Payment Program contracts which individually account for payments in excess of Five Million Dollars (\$5,000,000.00) annually;

(v) all insurance policies, trust agreements and other related agreements, including, without limitation, stop-loss and self insurance arrangements;

(vi) corporate integrity agreements to which a Provena Entity or a Resurrection Entity is a party;

(vii) agreements which contain executory non-competition covenants binding upon or running in favor of, a Provena Entity or a Resurrection Entity;

(viii) agreements or commitments materially affecting ownership of, title to, or any interest in real property; and

(ix) any other agreement that: (A) involves an obligation in excess (or expected to be in excess) of Two Million Dollars (\$2,000,000) in any one year; (B) involves an obligation in excess of Ten Million Dollars (\$10,000,000) over the remaining term of the agreement; or (C) the cancellation or termination of which would be reasonably likely to result in a Material Adverse Change.

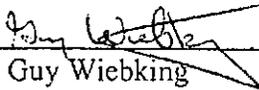
(k) **“Medical Staff”** means the medical staff of one or more Resurrection Entity or Provena Entity hospitals or healthcare facilities with an organized medical staff.

(l) **“Permitted Encumbrances”** means: (i) encumbrances for taxes not yet due and payable or being diligently contested in good faith and for which appropriate reserves have been established in accordance with GAAP (provided that Permitted Encumbrances shall not apply to omitted or reassessed taxes imposed due to incorrect, false or misleading real estate tax exemption applications or annual exemption certifications filed pursuant to 35 ILCS 200/15-10); (ii) liens for inchoate mechanics’ and materialmen’s liens for construction in progress and workmen’s, repairmen’s, warehousemen’s and carriers’ liens arising in the ordinary course of business; (iii) easements, restrictive covenants, rights of way and other similar restrictions of record that do not impair in any material respect the value of the assets or the continued conduct of the business of any Provena Entity or Resurrection Entity or such party’s continued use of its assets in the manner currently used; (iv) zoning, building and other similar restrictions that do not impair in any material respect the value the asset or the continued conduct of the business of any Provena Entity or Resurrection Entity or such party’s continued use of its assets in the manner currently used; (v) encumbrances, encroachments and other imperfections of title, licenses or encumbrances, if any, of record that do not impair in any material respect the value of the asset or the continued conduct of the business of any Provena Entity or Resurrection Entity or such party’s continued use of its assets in the manner currently used (including, but not limited to, ground leases to which Provena or a Provena Affiliate is a party); (vi) encumbrances arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business; (vii) in the case of leased property, all matters, whether or not of record, affecting the title of the lessor (and any underlying lessor) of the leased property do not impair in any material respect the value of its assets or the continued conduct of the business of any Provena Entity or Resurrection Entity, or such party’s continued use of its assets in the manner currently used; and (viii) mortgages and security interests granted in favor of the master trustees under the Parties’ existing master trust indentures.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties, acting through their duly authorized representatives, have executed this System Merger Agreement as of the Execution Date.

PROVENA HEALTH

By: 
Name: Guy Wiebking
Title: President and CEO

RESURRECTION HEALTH CARE CORPORATION

By: _____
Name: Sandra Bruce
Title: President and CEO

IN WITNESS WHEREOF, the Parties, acting through their duly authorized representatives, have executed this System Merger Agreement as of the Execution Date.

PROVENA HEALTH

By: _____
Name: Guy Wiebking
Title: President and CEO

**RESURRECTION HEALTH CARE
CORPORATION**

By: Sandra Bruce
Name: Sandra Bruce
Title: President and CEO

LIST OF EXHIBITS

| <u>EXHIBIT</u> | <u>DESCRIPTION</u> |
|----------------|---------------------------------------|
| A | Provena Affiliates |
| B | Resurrection Affiliates |
| C | New Parent Articles |
| D | New Parent Bylaws |
| E | Post-Closing Organizational Structure |

Exhibit A

Provena Affiliates

- Provena Hospitals
 - Provena Covenant Medical Center
 - Provena Saint Joseph Medical Center
 - Provena St. Mary's Hospital
 - Provena Saint Joseph Hospital
 - Provena United Samaritans Medical Center
 - Provena Mercy Medical Center
 - Provena Physician Alliance, LLC
- Provena Senior Services d/b/a Provena Life Connections
 - Provena Fox Knoll
 - Provena Heritage Village
 - Provena Our Lady of Victory
 - Provena Sacred Heart Home
 - Provena St. Joseph Center
 - Provena Villa Franciscan
 - Provena Cor Mariae Center
 - Provena Geneva Care Center
 - Provena McAuley Manor
 - Provena Pine View Care Center
 - Provena St. Anne Center
 - Provena Intergenerational Facility
 - Provena St. Mary's Adult Day Center
 - Provena Fortin Villa Learning Center
- Provena Home Health, Inc.
- Provena Care@Home, Inc.
- LaVerna Terrace Housing Corporation
- Provena Ventures, Inc.
- Provena Service Corporation
- Provena Properties, Inc.
- Provena Health Assurance SPC

Exhibit B

Resurrection Affiliates

- Holy Family Health Care System, Inc.
- Resurrection Medical Center
- Resurrection Medical Center Auxiliary
- Our Lady of the Resurrection Medical Center
- Saint Francis Hospital
- St. Francis Hospital Auxiliary of Evanston, Inc.
- Holy Family Medial Center
- Saints Mary and Elizabeth Medical Center
- Saint Joseph Hospital
- Cana West Ministry Services (to be renamed Resurrection University as of July 1, 2011)
- Cana Lakes Health Care (to be repurposed to become New Parent)
- Resurrection Health Care Preferred
- Resurrection Senior Services
 - Saint Andrew Life Center
 - Villa Scalabrini Nursing and Rehabilitation Center
 - Saint Francis Nursing and Rehabilitation Center
 - Resurrection Nursing and Rehabilitation Center
 - Bethlehem Woods Retirement Community
 - Resurrection Retirement Community
 - Casa San Carlo Retirement Community
 - Resurrection Life Center
 - Maryhaven Nursing and Rehabilitation Center
 - Saint Benedict Nursing and Rehabilitation Center
 - Holy Family Nursing and Rehabilitation Center
 - Ballard Nursing and Rehabilitation Center
- Resurrection Ambulatory Services
- Resurrection Services
 - Belmont/Harlem Surgery Center, LLC (Joint Venture)
 - RES-Health Sleep Care Center of River Forest, LLC (Joint Venture)
 - RES-Health Sleep Care Center of Lincoln Park, LLC (Joint Venture)
 - RES-Health Sleep Care Center of Evanston, LLC (Joint Venture)
 - RES-Health Sleep Care Center of Chicago Northwest, LLC (Joint Venture)
- Resurrection Behavioral Health
- Resurrection Home Health Services
- Resurrection Development Foundation
- Resurrection Ministries of New York
- Resurrection Nursing Home, Inc.
- Mount Loretto Nursing Home, Inc.
- L. Gilbraith Insurance Spc Ltd.

Exhibit C

New Parent Articles

See attached.

DRAFT
6/30/2011

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

OF

[MERGED SYSTEM PARENT]

ARTICLE I [Amended]

Name

Effective as of [], 2011 (the “**Effective Date**”), the name of the Corporation shall be **[Merged System Parent]**, replacing the prior name of Cana Lakes Health Care.

ARTICLE II

Registered Agent and Office [Amended]

The address of the registered office of the Corporation in the State of Illinois is [], Illinois, and the name of the registered agent at such office is [].

ARTICLE III

Purposes

The Corporation is organized and will be operated exclusively for religious, charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and any corresponding provisions of any future United States Internal Revenue law (“**Code**”) in furtherance of the purposes and mission of five Catholic religious institutes: the Franciscan Sisters of the Sacred Heart; Sisters of the Holy Family of Nazareth, Holy Family Province; Sisters of Mercy of the Americas, West Midwest Community; Sisters of the Resurrection, Immaculate Conception Province; and Servants of the Holy Heart of Mary, Holy Family Province, U.S.A. (collectively, the “**Sponsors**”), as carried out through Provena Health and Resurrection Health Care, both Illinois not-for-profit tax-exempt corporations, and their affiliated organizations described in Sections 501(c)(3) and 509(a)(1) or 509(a)(2) of the Code. In fulfilling its purposes, the Corporation will act in accordance with the Ethical and Religious Directives for Catholic Health Care Services as approved by the United States Conference of Catholic Bishops and as promulgated from time to time by the local bishop consistent with its Catholic identity. In the course of its operations:

- a) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its member or members (other than organizations described in Section 501(c)(3) of the Code), directors, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered, to reimburse expenses reasonably incurred, and to make payments and distributions in furtherance of the purposes set forth herein;

- b) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation except as authorized under the Code, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office; and
- c) Notwithstanding any other provisions of these articles of incorporation, the Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Code.

ARTICLE IV Membership

The Corporation shall have members as set forth in the Bylaws of the Corporation. The members shall have such voting rights as are set forth in the Bylaws from time to time.

ARTICLE V Dissolution

Upon dissolution or liquidation of the Corporation, the Board of Directors of the Corporation shall dispose of all remaining assets of the Corporation after paying or making provision for the payment of all of the liabilities of the Corporation (except any assets held upon condition requiring return, transfer or other conveyance in the event of dissolution, which assets shall be returned, transferred or conveyed in accordance with such requirements) by transferring such assets to the then Sponsors, or their successors, based upon the written agreement of the Sponsors as to each Sponsor's share of such distribution or if there is no agreement, to all Sponsors equally, to be used exclusively for charitable, educational and health care purposes consistent with the purposes of the Corporation. If a Sponsor shall have withdrawn or a new Sponsor been added their distribution share, if any, shall be as agreed upon by the then Sponsors upon the withdrawal or addition of such Sponsor. No assets shall be distributed to a Sponsor which is not then an organization described in Section 501(c)(3) of the Code. If at the time of dissolution there are no Sponsors or successors thereof, or if no Sponsors or their successors are described in Section 501(c)(3) of the Code, then the assets shall be distributed to such organization or organizations organized and operated exclusively for religious, charitable, educational, or scientific purposes and qualified as a tax exempt organization or organizations described in Section 501(c)(3) of the Code, as the Board of Directors of the Corporation shall determine. Any of such assets not so disposed of shall be disposed of by the court of general jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for the purposes of the Corporation in such manner, or to such tax exempt organization or organizations described in Section 501(c)(3) of the Code, as said court shall determine.

Exhibit D

New Parent Bylaws

See attached.

Draft
6/30/2011

AMENDED AND RESTATED CORPORATE BYLAWS
OF
[MERGED SYSTEM PARENT]

**AMENDED AND RESTATED CORPORATE BYLAWS
OF
[MERGED SYSTEM PARENT]**

ARTICLE I

General

Section 1.1 Name. The name of the Corporation is [Merged System Parent]. It is a not for profit corporation organized and existing under the laws of the State of Illinois.

Section 1.2 Purposes. The purposes of the Corporation shall be as set forth in its Articles of Incorporation.

Section 1.3 Activities. The affairs of the Corporation and the System it heads shall at all times be conducted consistent with the Ethical and Religious Directives (as hereinafter defined). In all instances, the Corporation will act in accordance with the Ethical and Religious Directives.

Section 1.4 Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January in each year and shall end on the last day of December in each year.

ARTICLE II

Definitions

Section 2.1 Defined Terms. Unless expressly provided otherwise in these bylaws, the following terms shall have the meanings set forth below:

- (a) **“Act”** shall mean the Illinois General Not for Profit Corporation Act of 1986, as amended, or successor provisions.
- (b) **“Affiliate”** means any corporation, limited liability company, limited or general partnership or other business entity in which the Corporation or an Affiliate has a membership, shareholder, partnership or similar interest under which the Corporation or an Affiliate has the right to appoint a majority of members of the governing board (exclusive of *ex officio* members).
- (c) **“Appointees”** shall mean the individuals appointed by the Sponsors to the Corporate Member pursuant to Section 3.1(b) of these Bylaws.
- (d) **“Approve”** shall mean, in the context of a power to approve, the power to approve, or to not approve, a specified matter.
- (e) **“Code”** shall mean the Internal Revenue Code of 1986, as amended, and any corresponding provisions of any future United States Internal Revenue law.

- (f) **“Corporate Member”** shall mean the group of persons appointed by the Sponsors pursuant to Section 3.1(b) of these Bylaws.
- (g) **“Encumbrance”** shall mean a lien, mortgage, security interest, option, pledge, charge, covenant, or other conditions, restrictions or claims.
- (h) **“Ethical and Religious Directives”** shall mean the “Ethical and Religious Directives for Catholic Health Care Services” as approved by the United States Conference of Catholic Bishops, and as promulgated from time to time by the local bishop.
- (i) **“Fiscal Year”** shall mean the year ending each December 31st.
- (j) **“Franciscan Sisters of the Sacred Heart”** shall mean Franciscan Sisters of the Sacred Heart, a Catholic religious institute.
- (k) **“Local Board”** shall mean a group of persons serving from time to time on behalf of a Local Ministry owned or operated by an Affiliate as and to the extent provided for in the Organizational Documents of the Affiliate. Local Board members shall have such rights and powers as may be set forth in the Affiliate’s Organizational Documents.
- (l) **“Local Ministry”** shall mean any Affiliate or division of an Affiliate that operates a health care, long-term care, senior residence, or educational institution or a distinct service line not considered part of another Local Ministry.
- (m) **“Organizational Documents”** shall mean: for a corporation, the articles of incorporation and bylaws; for a limited liability company, the articles of organization and operating agreement; for a general partnership, the partnership agreement; for a limited partnership, the articles of organization and limited partnership agreement; or similar documents as they may be called in other jurisdictions or as used for other forms of legal entities.
- (n) **“Servants of the Holy Heart”** shall mean Servants of the Holy Heart of Mary, Holy Family Province, U.S.A., a Catholic religious institute.
- (o) **“Sisters of the Holy Family”** shall mean Sisters of the Holy Family of Nazareth, Holy Family Province, a Catholic religious institute.
- (p) **“Sisters of Mercy”** shall mean the Sisters of Mercy of the Americas, West Midwest Community, a Catholic religious institute.
- (q) **“Sisters of the Resurrection”** shall mean the Sisters of the Resurrection, Immaculate Conception Province, a Catholic religious institute.
- (r) **“Sponsors”** shall mean Franciscan Sisters of the Sacred Heart, Sisters of Mercy, Servants of the Holy Heart, Sisters of the Resurrection, and Sisters of the Holy Family, or their successor Catholic religious institutes.

- (s) **“Sponsor Members”** shall mean the Sponsors when acting in their capacity of members of the Corporation pursuant to Section 3.2 of these Bylaws.
- (t) **“Stable Patrimony Limit”** shall mean the amount, expressed in U.S. dollars, from time to time applicable to each Sponsor requiring prior ecclesiastical approval for the sale, transfer, encumbrance or other alienation of property identified as stable patrimony.
- (u) **“System,”** also known as the “[Name] System,” shall mean, collectively, the Corporation and its Affiliates.

ARTICLE III

Membership

Section 3.1 Membership. Membership in the Corporation shall be differentiated to reflect both the separate and unique roles of the Sponsors as well as their intent to serve their combined health care ministries in a collaborative manner. The Corporate Member as referenced below shall exercise such powers as are reserved to it under these Bylaws, and shall have no voting rights with respect to the Corporation other than those specified herein. Communications of the Sponsor Members’ exercise of reserved powers and records of the Corporate Member’s exercise of reserved powers shall be kept in the minute books of the Corporation.

- (a) Sponsor Members. Each Sponsor shall be a Sponsor Member and shall have the reserved powers set forth in Section 3.2. The powers of each Sponsor will be exercised by the leadership body of that religious institute that holds the non-delegable canonical responsibility for the ministry.
- (b) Corporate Member. The Corporate Member shall be composed of ten (10) persons known as Appointees. Each Sponsor shall appoint two (2) individuals to the Corporate Member. Each Appointee shall hold office until his/her successor shall have been appointed. Each Appointee may be removed at any time, with or without cause, by the appointing Sponsor.

Section 3.2 Powers of Sponsor Members. Each Sponsor Member shall exercise the following reserved powers:

- (a) Approve any proposed sale, transfer, lease or encumbrance of stable patrimony of such Sponsor in an amount in excess of the Stable Patrimony Limit;
- (b) Approve any proposed amendment to the Organizational Documents of the Corporation or any of its Affiliates that would change the reserved powers of the Sponsor Member(s);
- (c) Approve the addition of new sponsors;
- (d) Approve any merger, consolidation or dissolution of the Corporation or voluntary filing for bankruptcy court protection by the Corporation; and

- (e) Appoint and remove at any time, with or without cause, such Sponsor Member's Appointees to the Corporate Member.

Section 3.3 Powers of Corporate Member. The Corporate Member shall exercise the following reserved powers:

- (a) Recommend to the appropriate Sponsor Member(s) the sale, transfer, lease (other than in the ordinary course of business and for lease terms of ten (10) years or less) or encumbrance of stable patrimony of any of the Sponsors in an amount in excess of the Stable Patrimony Limit;
- (b) Recommend to the Sponsor Members any proposed amendment to the Organizational Documents of the Corporation or any of its Affiliates that would change the reserved powers of the Sponsor Member(s);
- (c) Recommend to the Sponsor Members the addition of new sponsors;
- (d) Recommend to the Sponsor Members any merger, consolidation or dissolution of the Corporation or voluntary filing for bankruptcy court protection by the Corporation;
- (e) Adopt, amend or repeal any statement of the System's mission, vision and core values or any statement of Sponsor expectations;
- (f) Approve any amendment to the Organizational Documents of the Corporation other than those amendments subject to the Sponsor Members' reserved power approval;
- (g) Approve any merger, consolidation or dissolution of any Affiliate, except for mergers or consolidations between Affiliates;
- (h) Approve the creation of Affiliates;
- (i) Approve any change in the primary business name or logo of the Corporation or any Affiliate or Local Ministry;
- (j) Appoint or remove at any time, with or without cause, up to five (5) Corporate Member Appointees to the Corporation Board of Directors;
- (k) Appoint or remove at any time, with or without cause, the Directors of the Corporation;
- (l) Approve the appointment of, or remove at any time, with or without cause, the Chief Executive Officer and/or the Corporation's Board Chairperson;
- (m) Approve the System's integrated strategic and financial plan;

- (n) Approve the Corporation's expenditure of funds or divestiture of assets not included in the integrated strategic and financial plan above a dollar level to be determined from time to time by the Corporate Member;
- (o) Approve the Corporation's incurrence of additional System debt or debt capacity above a dollar level to be determined from time to time by the Corporate Member; and
- (p) Approve any voluntary change to the Corporation's federal income tax exemption under Code Section 501(c)(3).

Section 3.4 Membership Quorum. For meetings of the Corporation membership, the presence of a quorum shall be determined as follows:

- (a) Sponsor Members. In any meeting of a Sponsor Member, a quorum shall be as established by that Sponsor Member; and
- (b) Corporate Member. In any meeting of the Corporate Member, a quorum shall consist of eight (8) of the entire number of Corporate Member Appointees authorized by these Bylaws, provided that at least one Appointee from each of the Sponsor Members is present.

Section 3.5 Manner of Acting. The manner of acting for each category of membership shall be as follows:

- (a) Action by each Sponsor Member in the exercise of its reserved powers shall be as established by the applicable Sponsor Member; and
- (b) Action by the Corporate Member shall ordinarily be by consensus. Should an action require a vote, an affirmative vote of eight of the entire number of Corporate Member Appointees, including the vote of at least one (1) Appointee appointed by each of five (5) Sponsors is required. Corporate Member Appointees may not vote by proxy.

Section 3.6 Annual Meetings. Meeting requirements for each Sponsor Member shall be determined by such Sponsor Member. The Corporate Member's annual meeting shall be held each year beginning in the year 2011 at a time and place designated by the Corporate Member for the purpose of constituting itself for the organizational year of the Corporation, electing a chairperson and secretary of the Corporate Member, and taking such other action as is deemed necessary or desirable.

Section 3.7 Regular and Special Meetings. The Corporate Member shall meet as necessary to assure the exercise of its reserved powers. Special meetings may be called by the chairperson, any three (3) Appointees, or any Sponsor Member.

Section 3.8 Notice of Meetings. Written notice stating the place, day and hour of any meeting of the Corporate Member and, in the case of a special meeting, the purpose for which the meeting is called, shall be delivered, either personally or by an express mail service, or by

facsimile or by electronic mail (e-mail) to each Appointee entitled to vote at such meeting, not less than five (5) nor more than forty (40) days prior to the date of such meeting, by or at the direction of the chairperson or the secretary of the Corporate Member. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the Corporate Member Appointee at the address appearing on the records of the Corporation, with postage prepaid thereon. If faxed, such notice shall be deemed to be delivered at the date and time so indicated on the faxed copy. Notice may also be provided by telephone call accompanied by written or faxed confirmation. When a written calendar of regular meetings has been adopted at the annual meeting, no further notice is required for such meetings. Any Corporate Member Appointee may waive notice of any meeting. The attendance of a Corporate Member Appointee at any meeting shall constitute waiver of notice of such meeting by the Sponsor electing that Corporate Member Appointee, except where the individual attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 3.9 Action by Unanimous Consent. Any action required to be taken at a meeting of the Corporate Member may be taken without a meeting if the a written consent, setting forth the action proposed to be approved, is signed by all the Corporate Member Appointees entitled to vote with respect to the subject matter. Such a vote shall have the same force and effect as any action taken at a meeting.

Section 3.10 Meeting by Video/Teleconference. The Corporate Member Appointees may participate in and act at any meeting of the Corporate Member by means of conference telephone, video conference or similar communication equipment by means of which all Appointees participating at the meeting can hear each other, provided that minutes of the telephone/video conference are kept in the same manner as other minutes. Participation in such a meeting shall constitute attendance and presence in person at the meeting of the Appointees so participating.

Section 3.11 Communication by Corporate Member. The Corporate Member shall communicate its action by executing and delivering to the Chairperson of the Corporation Board of Directors, or to the Chief Executive Officer of the Corporation, a written instrument or instruments signed by the chairperson of the Corporate Member, setting forth the action taken and the applicable authorizations or directions from the Corporate Member.

ARTICLE IV

Withdrawal, Addition or Merger of Sponsorship

Section 4.1 Withdrawal of Sponsorship. Any Sponsor Member may withdraw as a Sponsor Member of the Corporation by providing thirty (30) days written notice to the other Sponsor Members. Upon such withdrawal, such Sponsor Member shall relinquish all rights under these Bylaws and the remaining Sponsor Members shall continue as such. Withdrawal shall not include the right to the corporate dissolution of the Corporation or any Affiliate or the distribution of any Corporation or Affiliate assets at the time of withdrawal or upon future dissolution. The stable patrimony of the withdrawing Sponsor Member would be requested to be

assigned to one or more of the remaining Sponsor Members through the alienation process followed in accordance with Church Law.

Section 4.2 Additional Sponsors. Additional Sponsors may only be admitted upon the approval of both the Sponsor Members and the Corporate Member. Upon the admission of any additional sponsors, the Organizational Documents of the Corporation shall be amended accordingly.

Section 4.3 Merger of Sponsors; Assignment. A Sponsor Member may assign its rights and responsibilities hereunder upon a merger of a Sponsor or similar combination involving the Sponsor so long as the surviving organization in that transaction is a Roman Catholic religious institute and expressly agrees in writing delivered to the chairperson of the Corporate Member, with a copy to the Board Chairperson and to the Chief Executive Officer of the Corporation, to remain as sponsor of the Corporation. Any other assignments of sponsorship status require the approval of all other Sponsors of the Corporation.

ARTICLE V

Board of Directors

Section 5.1 General Powers. The Board of Directors shall exercise oversight of the operation of the Corporation, including the Corporation's actions and processes to support and coordinate the charitable health care, education and other activities of the Affiliates and of the System as a whole. Such oversight power shall be exercised in such manner as furthers the health care and educational ministries of the Sponsors and the mission of the System. The Board of Directors shall have and exercise all of the powers that may be exercised or performed by the Corporation under the laws of the State of Illinois, the Corporation's Articles of Incorporation and these Bylaws, subject to the powers reserved to the Sponsor Members and Corporate Member as provided in Article III of these Bylaws.

Section 5.2 Board of Directors. There shall be not less than fourteen (14) nor more than nineteen (19) directors including *ex officio* voting directors, with the actual number of Directors to be determined from time to time by the Corporate Member. Five (5) director seats shall be designated for direct appointment of Corporate Member Appointees by the Corporate Member. The Chief Executive Officer of the Corporation shall serve as an *ex officio* voting director. All other directors shall be appointed by the Corporate Member from among those nominated by the Corporation Board of Directors upon the recommendation of its Governance Committee.

Section 5.3 Qualifications of Directors. Directors shall be elected based on identified personal and professional qualifications and demonstrated leadership skills. Directors should have previous board experience when possible and a specific area of expertise to contribute to the board's functions. Directors must demonstrate an interest in and a commitment to the values of the Corporation. All newly-appointed directors shall fulfill specified orientation requirements. Appropriate ongoing education will be required of all directors in the course of their term as director.

Section 5.4 Term and Selection.

- (a) The directors on the effective date of these amended and restated Bylaws (the "Effective Date") shall be those named by the Corporate Member on or before that date.
- (b) Effective as of the Effective Date, the Corporate Member shall divide the named At-Large Directors into three (3) classes, and shall designate one class as having an initial one (1)-year term, one class as having an initial two (2)-year term, and the remaining class as having an initial three (3)-year term. Thereafter, the Corporate Member shall at its annual meeting select directors to serve terms of three (3) years from among nominations submitted by the Corporation Board's Governance Committee to fill the At-Large Director vacancies being created by expiring terms.
- (c) The Corporate Member shall fill up to the five (5) Corporate Member board seats at its annual meeting.
- (d) Each director shall serve until the director's successor is duly appointed or until the director's earlier resignation or removal.
- (e) Directors who have resigned are eligible for consideration for future re-election.

Section 5.5 Attendance and Resignations. Any director may resign at any time by giving a written notice to the Board Chairperson or Secretary. Such resignation shall take effect at the time specified therein. Further, attendance at board and committee meetings is an essential responsibility of each director. If a director shall fail to attend at least fifty percent (50%) of the board meetings in any twelve (12)-month period, the director shall, in the absence of mitigating circumstances appropriately documented to the satisfaction of the Board Chairperson, be considered to have resigned at the expiration of such twelve (12)-month period.

Section 5.6 Removal of Directors. Any director not serving *ex officio* may be removed at any time by the Corporate Member, with or without cause.

Section 5.7 Vacancies. Vacancies on the Board of Directors shall be filled by appointment by the Corporate Member in the same manner as provided in Section 5.4 of these Bylaws. The initial term of office of a Director appointed to fill such a vacancy shall be equal to the unexpired term of the Director whom the individual is replacing, after which the individual may be appointed to regular terms as provided in these Bylaws.

No director, other than the Board Chairperson to the extent provided in Section 7.4 or a director serving *ex officio*, may serve on the board for more than three (3) consecutive three-year terms beginning with the 2011 term (regardless of the length of such terms), without taking a leave of a minimum of one (1) year before again being eligible to be re-appointed. Corporate Member Appointees may serve on the Board for no more than nine (9) consecutive years without taking a leave of a minimum of one (1) year before again being eligible to be re-appointed.

Section 5.8 Duties of the Board of Directors. In addition to the duties, rights and responsibilities required by law, the articles of incorporation, or these Bylaws, the Board of Directors shall have responsibility for the following:

(a) In Relation to the Corporate Member. The Board of Directors shall provide analysis and recommendations to the Corporate Member on all matters requiring Corporate Member or Sponsor Member action or approval.

(b) In Relation to the Corporation. The Board of Directors shall have, but shall not be limited to, the following additional duties:

- (i) Oversee the Ministries, services, policies and programs of the System in accordance with statements and guidance adopted by the Corporate Member regarding Sponsor expectations, mission, and values, as well as with all strategic and capital plans and budgets adopted for the System;
- (ii) Report to the Corporate Member on at least an annual basis on the actualization and integration of Corporate Member statements and guidance regarding Sponsor expectations, mission and values;
- (iii) Oversee System performance distinction and quality, support the performance distinction, quality review and improvement activities of System health care providers and other entities, and approve a System quality and safety plan;
- (iv) Exercise the reserved powers retained over all Affiliates within the System as provided in those entities Organizational Documents, and any reserved powers specified in any joint venture or other affiliation agreements consistent with the content of the agreement;
- (v) Recommend approval of amendments to the Corporation's Organizational Documents to the Corporate Member;
- (vi) Recommend approval of any change in the corporate or primary business name or logo of the Corporation or any Affiliate or Local Ministry to the Corporate Member;
- (vii) Approve and recommend approval of the System's integrated strategic and financial plan to the Corporate Member;
- (viii) Approve the System's consolidated operating and capital budgets;
- (ix) Approve the Corporation's or any Affiliate's expenditure of funds not provided for in an approved budget above thresholds to be determined from time to time by the Board, and recommend approval to the Corporate Member of Corporation expenditures exceeding the dollar level determined from time to time by the Corporate Member;

- (x) Approve the Corporation's or any Affiliate's incurrence of debt above thresholds to be determined from time to time by the Board, and recommend approval to the Corporate Member of Corporation incurrence of additional System debt or debt capacity above a dollar level determined from time to time by the Corporate Member;
- (xi) Approve entering into material contracts or purchases, litigation or other legal settlements, benefits packages, or other business affairs of the Corporation or Affiliates above limits set from time to time by the Board;
- (xii) Appoint the internal and external auditors and adopt financial control policies, including major investment policies for the Corporation, as well as maintain custody and accountability for all cash funds;
- (xiii) Define the criteria for the selection of the banks or other financial depositories to be utilized, approve major banking relationships and authorize the process by which signatories on all accounts of the Corporation are approved;
- (xiv) Appoint the Corporation's Officers, and remove the Corporation's officers (other than the Chief Executive Officer and Board Chairperson), as provided in these Bylaws.
- (xv) Approve amendments to Affiliates' Organizational Documents as provided in such documents;
- (xvi) Appoint and remove Affiliate boards of directors as provided in the Affiliates' Organizational Documents;
- (xvii) Appoint and remove chairs of Affiliate boards of directors to the extent provided in the Affiliates' Organizational Documents;
- (xviii) Establish, amend and repeal governing documents for Local Boards;
- (xix) Appoint and remove Local Boards;
- (xx) Appoint and remove chairs of Local Boards;
- (xxi) Oversee the annual evaluation of the performance of the Board Chairperson;
- (xxii) Oversee an annual evaluation of the performance of the Board and the Corporation's Directors;
- (xxiii) Oversee the annual performance evaluation of the Corporation's Chief Executive Officer in coordination with the Corporate Member;

- (xxiv) Review the performance evaluations of Affiliate board members, Local Board members and Affiliate and Local Board chairs;
- (xxv) Exercise all powers of the members or owners of all Affiliates except to the extent reserved to the Corporate Member or Sponsor Members or delegated to another Affiliate or the Corporation's Chief Executive Officer; and
- (xxvi) Delegate responsibilities and other activities to the Corporation's officers and to Affiliates' boards or officers as the Board determines to be necessary or appropriate from time to time and in keeping with the goals and plans established for the System.

Section 5.9 Standards of Conduct for Directors.

- (a) Each member of the Board of Directors, when discharging the duties of a director, shall act: in good faith, and in a manner the director reasonably believes to be in the best interests of the Corporation.
- (b) The members of the Board of Directors or a committee of the Board, when becoming informed in connection with their decision-making function or devoting attention to their oversight function, must discharge their duties with the care that a person in a like position would reasonably believe appropriate under similar circumstances.
- (c) In discharging his or her duties as a Board member, a director may rely on the following persons, unless the director has knowledge that makes such reliance unwarranted:
 - (i) One or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the functions performed or information, opinions, reports, or statements provided;
 - (ii) Legal counsel, public accountants, or other persons retained by the Corporation as to matters involving skills or expertise the director reasonably believes are matters: (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence; and
 - (iii) A committee of the Board of which the director is not a member if the director reasonably believes the committee's determinations merit confidence.

ARTICLE VI

Meetings of the Board of Directors

Section 6.1 Annual Meeting. The annual meeting of the Board of Directors shall be held at such time following the annual meeting of the Corporate Member as may be determined from time to time by the Board of Directors, at the principal business office of the Corporation or at such other place as may be designated from time to time by the Board of Directors. The purposes of the annual meeting shall be:

- (a) to appoint officers for the following year;
- (b) to act for any Affiliate as provided by its bylaws; and
- (c) to transact such other business as may be necessary or desirable.

Section 6.2 Regular Meetings. The Board of Directors shall meet at least quarterly, one of which meetings will be the annual meeting, at the principal business office of the Corporation or at such other place as may be designated by the Board of Directors.

Section 6.3 Special Meetings. Special meetings of the Board of Directors may be called by the Board Chairperson, the Chief Executive Officer or upon receipt of the written request of three (3) directors.

Section 6.4 Notice of Meetings. Written notice stating the place, day and hour of any meeting of the Board of Directors and, in the case of a special meeting, the purpose for which the meeting is called, shall be delivered, either personally or by an express mail service, by facsimile, or by electronic mail (e-mail) to each director entitled to vote at such meeting, not less than [five (5)] days prior to the date of such meeting, by or at the direction of the Board Chairperson or the Secretary. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the director at the address appearing on the records of the Corporation, with postage prepaid thereon. If faxed, such notice shall be deemed to be delivered at the date and time so indicated on the faxed copy. Notice may also be provided by telephone call accompanied by written or faxed confirmation. When a written calendar of meetings has been adopted at the annual meeting, no further notice is required for such meetings. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute such director's waiver of notice of such meeting, except where the director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

Section 6.5 Action by Unanimous Written Consent. Any action required to be taken at a meeting of the Board of Directors or a committee may be taken without a meeting if the written motion, setting forth the action proposed to be taken, is signed by all the directors or committee members entitled to vote with respect to the subject matter. The results of such vote shall have the same force and effect as any action taken at a meeting.

Section 6.6 Meeting by Video/Teleconference. Members of the Board of Directors or of any committee of the Board of Directors may participate in and act at any meeting of such

board or committee by means of conference telephone, video conference or similar communication equipment by means of which all directors or committee members participating in the meeting can hear each other, provided that minutes of the telephone/video conference are kept in the same manner as other meetings. Participation in such a meeting shall constitute attendance and presence in person at the meeting of the directors or committee members so participating.

Section 6.7 Quorum and Manner of Acting. The presence in person of a majority of the directors then in office shall constitute a quorum at a meeting of the Board of Directors. The act of a majority of the directors present and eligible to vote on the question at a meeting at which a quorum is present shall be the act of the Board of Directors except where required otherwise by law.

Section 6.8 Presumption of Assent. Any director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be conclusively presumed to have assented to action taken unless (i) he/she abstains and his/her abstention is recorded in the minutes of the Corporation; or (ii) his/her dissent shall be entered in the minutes of the meeting.

ARTICLE VII

Officers

Section 7.1 Designation of Officers. The officers of the Corporation shall be the Board Chairperson, the Board Vice Chairperson, the Chief Executive Officer, the Secretary, the Treasurer, and such other officers (including vice presidents) and assistant officers as may be elected or authorized from time to time by the Board of Directors or these Bylaws. The powers and duties of the officers shall be as set forth in these Bylaws or as otherwise designated from time to time by the Board of Directors, to the extent consistent with law, the Articles of Incorporation and these Bylaws. One person may hold more than one office, except that the Chief Executive Officer may not also hold the position of Board Chairperson or Secretary.

Section 7.2 Election, Qualification and Term. All officers shall be appointed annually by the Board of Directors, based on nominations made by the Governance Committee, subject to Corporate Member approval, as provided in Section 3.3(1) of these Bylaws, for the Board Chairperson and Chief Executive Officer appointments. The Chief Executive Officer shall provide his/her input to the Governance Committee, other than on his or her nomination, in advance of the committee's recommendations. Unless they resign or are removed or disqualified, officers shall serve until their successors have been appointed.

Section 7.3 Vacancies, Resignations and Removal. Any officer may resign at any time by giving written notice to the Board Chairperson, the Chief Executive Officer or the Secretary. Such resignation shall take effect at the time specified therein. The Board Chairperson and the Chief Executive Officer may only be removed by the Corporate Member with or without cause. The Board of Directors may remove any officer other than the Board Chairperson or Chief Executive Officer, with or without cause, whenever the Board of Directors

finds that such action would be in the best interests of the Corporation. All removals are subject to contract rights.

Section 7.4 Chairperson of the Board. The Board Chairperson shall be appointed from among the Directors for an initial two (2) year term with an additional one (1) year renewal appointment for a maximum term of three (3) years, or until his or her successor is duly appointed.

If the Board Chairperson has served more than three (3) successive full three (3) year terms on the Board, the Board Chairperson's term as a Director may be extended to allow him or her to serve for three years in the Board Chairperson position. The Board Chairperson shall automatically cease to be Board Chairperson upon ceasing to be a Director, for any reason. However, the Board Chairperson may resign solely from the Board Chairperson position while continuing to serve as a Director, by submitting his or her written resignation as Board Chairperson to the Secretary, with such resignation to be effective the later of the date set forth in the resignation notice or the date of the Secretary's receipt of such notice.

The Board Chairperson shall:

- (a) Serve as liaison between the Corporate Member and the Board of Directors;
- (b) Preside over all meetings of the Board and set the Board's agenda, in consultation with the Chief Executive Officer;
- (c) Chair the Executive Committee of the Board of Directors and serve as *ex officio* member without vote on all other Board Committees. The Board Chairperson shall be included in the committee membership count but shall not be counted in determining the number of members present for a quorum if he or she is not present at the meeting;
- (d) Assure that the Board's organizational structure and individual member assignments are effective in supporting the Board's priorities;
- (e) Assure adequate orientation for new directors and exercise oversight of the information presented to, and the continuing education opportunities provided for, the Board and its individual members;
- (f) Participate in an annual assessment of the performance and effectiveness of the Board of Directors and define, in conjunction with the Board, goals for continual improvement in board performance;
- (g) Assure the completion of a periodic Board self-evaluation process;
- (h) Review with the Chief Executive Officer the annual performance evaluation of the Chief Executive Officer, based on input provided from the directors and the Corporate Member;

- (i) Engage in regular communications with the Governance Committee, the Chief Executive Officer and other relevant parties regarding the recruitment and orientation of new Board members;
- (j) Foster mutually supportive relationships between the Board and management;
- (k) Facilitate informed Board review and candid Board-management discussions of significant aspects of System operations; and
- (l) Carry out all other duties assigned by the Board.

Section 7.5 Board Vice Chairperson. The Board Vice Chairperson shall be appointed from among the Directors annually by the Board of Directors with a three-year maximum. In the absence of the Board Chairperson, or in the event of the Board Chairperson's inability or refusal to act, the Board Vice Chairperson shall chair meetings of the Board of Directors and shall perform such other duties as may be delegated to the Board Vice Chairperson from time to time by the Board of Directors.

Section 7.6 Chief Executive Officer. The Chief Executive Officer shall be the principal executive officer of the Corporation. The Chief Executive Officer shall be the direct executive representative of the Board of Directors in the management of the Corporation and shall have all the duties and authority such position customarily requires. The Chief Executive Officer shall appoint, or recommend to the Board or other appointing body, candidates to serve as, officers of Affiliates to the extent provided in each Affiliate's Organizational Documents. The Chief Executive Officer shall have authority to sign all contracts and other legal instruments on behalf of the Corporation, except as otherwise provided by the Board of Directors. The Chief Executive Officer shall appoint vice presidents of the Corporation who shall have authority to sign all contracts and other legal instruments pertaining to their area of primary responsibility, as directed by the Chief Executive Officer or as set forth in System policies approved by the Chief Executive Officer, except as otherwise directed by the Board of Directors.

Section 7.7 Secretary and Assistant Secretaries. The Secretary and such Assistant Secretaries as may be established shall be the custodian of and shall maintain the corporate books and records and the minutes of the meetings of the Board of Directors. He or she shall assure that all required notices are duly given in accordance with these Bylaws, the Articles of Incorporation or as otherwise may be required by law. The Secretary shall have the authority to sign all contracts and other legal instruments on behalf of the Corporation (except as otherwise provided by the Board of Directors or System policy), and shall do other acts consonant with the usual and expected duties of a corporate Secretary, including signing or attesting to documents in his/her capacity as Secretary of the Corporation.

Assistant Secretaries shall have and perform such other duties as may be assigned from time to time by the Secretary, the Chief Executive Officer, or the Board of Directors.

Section 7.8 Treasurer and Assistant Treasurers. The Treasurer shall have charge of all funds of the Corporation and shall see that a true and accurate accounting of all financial transactions is made and that reports of such transactions are presented to the Board at each Board meeting. At least annually, the Treasurer shall provide the Board with certified audited

financial statements for the Corporation and the System. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his/her duties in such sums and with such sureties as the Board shall determine. The Treasurer shall have the authority to sign all contracts and other legal instruments on behalf of the Corporation (except as otherwise provided by the Board of Directors or System policy), and shall do other acts consonant with the usual and expected duties of a corporate Treasurer, including signing documents in his/her capacity as Treasurer of the Corporation.

Assistant Treasurers shall have and perform such duties as may be assigned from time to time by the Treasurer, the Chief Executive Officer, or the Board of Directors. If required by the Board, each Assistant Treasurer shall give a bond for the faithful discharge of his/her duties in such sums and with such sureties as the Board shall determine.

Section 7.9 Execution of Contracts. The Board of Directors may authorize any officer or agent of the Corporation to enter into any contract or execute and deliver any contract or other legal instrument in the name of and on behalf of the Corporation, in addition to or in lieu of such authorizations as are otherwise set forth in this Article VII.

ARTICLE VIII

Committees

Section 8.1 Committees Generally.

(a) Committees are designed to facilitate the actions of the Board of Directors. Committees only recommend actions and do not have the authority of the Board except as expressly authorized by these Bylaws (as in the case of the Executive Committee) or by Board resolution.

(b) Committees of the Board of Directors may be standing or special.

Section 8.2 Standing Committees. Standing committees shall include an Executive Committee and other committees as deemed necessary by the Board of Directors, however named, to oversee the following areas of System operations: Governance; Compensation and Benefits; Audit/Compliance; Finance; Mission and Community Benefits; and Quality and Patient Safety, as well as such other standing committees as may be deemed necessary by the Board of Directors. The committees' composition, method of selection, roles, responsibilities and duties shall be specified in Committee Charters adopted from time to time by the Board of Directors. The Board may also delegate to or specify responsibilities of committees by resolution.

Section 8.3 Special Committees. The Board of Directors may create at any time by resolution such special committees as it may deem desirable to advise the Board of Directors and to make recommendations to the Board with respect to the subject matter of its appointment. A special committee shall limit its activities to the accomplishment of the tasks for which it is appointed and shall have no power to act except to make recommendations to the Board of Directors on the specified subject matter. Members of a special committee shall be appointed in the manner prescribed by the Board of Directors when creating the special committee. Upon completion of the task for which it is appointed, such committee shall stand discharged.

Section 8.4 Minutes; Reports. Each committee shall keep regular minutes of its proceedings, recommendations and conclusions and shall promptly deliver a copy of such minutes to the office of the Chief Executive Officer and Secretary. Each committee shall report upon its activities to the Board of Directors at the time and manner requested by the Board of Directors.

ARTICLE IX

Conflicts of Interest

Section 9.1 Disclosure of Interests. Any Director, officer, employee or committee member having a financial or other personal interest, including a conflicting fiduciary interest (due to status as an officer or director of another organization), in a transaction, contract or other matter presented to the Board of Directors or a committee thereof for authorization, approval or ratification shall provide prompt, full and frank disclosure of such interest to the Board or committee prior to its acting on such contract or transaction.

Section 9.2 Evaluation of Conflict of Interest Matters. The body to which such disclosure is made (i.e., the Board or applicable committee) shall determine, by a majority vote, whether a conflict of interest (due to a personal financial or other interest, including any conflicting fiduciary interest) exists or can reasonably be construed to exist, which would reasonably be expected by an objective third party to affect the Director's ability to make an unbiased decision in the best interest of the Corporation and the System.

Section 9.3 Appropriate Action When a Conflict Of Interest is Determined to be Present. If a conflict of interest is deemed to exist, such person shall not vote on, or use his or her personal influence on, or be present for or participate (other than to present factual information or to respond to questions) in the discussions or deliberations with respect to, such contract or transaction. Such person may be counted in determining the existence of a quorum at any meeting where the contract or transaction under discussion is being voted upon.

Section 9.4 Record in Minutes. The minutes of the meeting shall reflect the disclosure made of any conflict or potential conflict of interest, the vote thereon and, where applicable, the abstention from voting, presence and participation, and whether a quorum is present.

Section 9.5 Conflict of Interest and Other Policies. The Corporation shall also adopt policies from time to time regarding conflicts of interest, including requirements regarding disclosure of interests which may present potential conflicts of interest.

ARTICLE X

Indemnification

Section 10.1 Basic Indemnification. To the extent permitted by law, the Corporation shall indemnify each Sponsor individually and the Corporate Member Appointees and each of the officers, directors or committee members of the Corporation, or any person who is or was serving at the request of the Corporation as an officer, director, officer, committee members, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, who were or are a party or are threatened to be made a party to any threatened, pending or

complete action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of being or having been a Sponsor, Corporate Member Appointee, officer, director, or committee member of the Corporation, against all expenses, judgments, fines and amounts actually and necessarily incurred by them in connection with the defense or settlement of such actions by reason of being or having been a Sponsor, Corporate Member Appointee, officer, director, or committee member of the Corporation, provided such person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

Section 10.2 Liability Insurance. The Corporation shall have the power to secure, purchase and maintain insurance or a self-funded insurance trust on behalf of the Sponsors and the Corporate Member Appointees and any person who is or was an officer, director, committee member, employee or agent of the Corporation, or is or was serving at the request of the Corporation as an officer, director, committee member, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such whether or not the corporation would have the power to indemnify such person against such liability under the provisions of this Article. The right of any indemnified person to indemnification by the Corporation hereunder shall be in addition to, and not exclusive of, all other rights to indemnification to which he or she otherwise may be entitled, including any rights to indemnification under the terms of the Corporation's Director and Officer Liability Policy.

ARTICLE XI

Non-Discrimination

Section 11.1 Non-Discrimination. The Corporation recognizes the rights of all persons to equal opportunity in employment, compensation, promotion, education, positions of leadership and power and shall not, at any time, illegally discriminate against any employee, applicant for employment, director, officer, contractor, or any other person with whom it deals, because of race, creed, color, disability, gender, national origin or age.

ARTICLE XII

Amendments

Section 12.1 Amendments. The Corporate Member shall have the sole authority to amend these Bylaws, except to the extent the approval of one or more Sponsor Members is also required pursuant to Section 3.2(b). The Board of Directors, directly or through the Governance Committee, shall review and recommend Bylaw amendments to the Corporate Member from time to time.

Exhibit E

Post-Closing Organizational Structure

See attached.

LIST OF SCHEDULES

| <u>SCHEDULE</u> | <u>DESCRIPTION</u> |
|-----------------|---------------------------------------------------------------|
| 6.4(a) | Provena Joint Ventures |
| 6.4(b) | Resurrection Joint Ventures |
| 7.1 | Outstanding Debt |
| 8.1(b) | Provena Due Organization, Good Standing and Power |
| 8.3(a) | Provena No Violations |
| 8.3(b) | Provena Approvals |
| 8.4(b) | Provena Financial Statements |
| 8.4(c) | Provena Changes to Accounting |
| 8.4(d) | Provena Non-Ordinary Course Liabilities or Obligations |
| 8.5 | Provena Interim Changes |
| 8.6 | Provena Material Consents |
| 8.7 | Provena Legal Proceedings |
| 8.10(a) | Provena Owned Real Property |
| 8.10(b) | Provena Exceptions to Owned Real Property |
| 8.10(c) | Provena Owned Real Property Compliance |
| 8.10(d) | Provena Owned Real Property Environmental Law Compliance |
| 8.11(a) | Provena Leases |
| 8.12 | Provena Title to Assets |
| 8.15 | Provena Insurance |
| 8.16 | Provena Tax Returns |
| 8.18(a) | Provena ERISA Plans |
| 8.18(b) | Provena Benefit Plan Compliance |
| 8.19 | Provena Payment Programs |
| 8.20 | Provena Accreditations |
| 8.21 | Provena Compliance Program |
| 8.23 | Provena Medical Staff Matters |
| 9.1(b) | Resurrection Due Organization, Good Standing and Power |
| 9.3(a) | Resurrection No Violations |
| 9.3(b) | Resurrection Approvals |
| 9.4(b) | Resurrection Financial Statements |
| 9.4(c) | Resurrection Changes to Accounting |
| 9.4(d) | Resurrection Non-Ordinary Course Liabilities or Obligations |
| 9.5 | Resurrection Interim Changes |
| 9.6 | Resurrection Material Consents |
| 9.7 | Resurrection Legal Proceedings |
| 9.10(a) | Resurrection Owned Real Property |
| 9.10(b) | Resurrection Exceptions to Owned Real Property |
| 9.10(c) | Resurrection Owned Real Property Compliance |
| 9.10(d) | Resurrection Owned Real Property Environmental Law Compliance |
| 9.11(a) | Resurrection Leases |
| 9.12 | Resurrection Title to Assets |
| 9.15 | Resurrection Insurance |
| 9.16 | Resurrection Tax Returns |

| | |
|---------|--------------------------------------|
| 9.18(a) | Resurrection ERISA Plans |
| 9.18(b) | Resurrection Benefit Plan Compliance |
| 9.19 | Resurrection Payment Programs |
| 9.20 | Resurrection Accreditations |
| 9.21 | Resurrection Compliance Program |
| 9.23 | Resurrection Medical Staff Matters |
| 10.1(a) | Changes to Governing Documents |

Schedule 6.4(a)

Provena Joint Ventures

| Name | Business | Provena Percentage Membership or Equity | Identity of Other Members or Owners | Other Members' or Owners' Percentage Membership or Equity | Classes |
|------------------------------------------------------|--------------------------------------------------|----------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| Alverno Provena Hospital Laboratories, Inc. | Offsite and on-site clinical laboratory services | 33 1/3% | Resurrection hospitals collectively; Sisters of St. Francis Health Services, Inc. | 66 2/3% | |
| Alverno Clinical Laboratories, LLC | Offsite and on-site clinical laboratory services | 33 1/3% | Resurrection Services; Sisters of St. Francis Health Services, Inc. | 66 2/3% | |
| Dreyer/Provena Ambulatory Surgery Center Partnership | Ambulatory Surgery Center | 40% | Dreyer Clinic | 60% | |
| Elgin Gastroenterology Endoscopy Center, LLC | Ambulatory Surgery Center for Endoscopy | 9.75% | | 90.25% | |
| Kankakee Valley Dialysis Network, L.L.C. | Dialysis services | 50% | Physicians | 50% | |
| Alliance Health, Inc. | Physician-hospital contracting organization | Dissolution rights proportional to capital contributions | Contracting Physicians (Class A members) | Dissolution rights proportional to capital contributions | Provena's Class B membership elects 3 of 10 directors. Class A members elect remaining 7. |

Schedule 6.4(b)

Resurrection Joint Ventures

| Name | Business | Resurrection Percentage Membership or Equity | Identity of Other Members or Owners | Other Members' or Owners' Percentage Membership or Equity | Classes |
|---------------------------------------------------|--------------------------------------------------|-----------------------------------------------------|----------------------------------------------------------------------|------------------------------------------------------------------|----------------|
| Alverno Provena Hospital Laboratories, Inc. | Offsite and on-site clinical laboratory services | 33 1/3% | Provena Hospitals; Sisters of St. Francis Health Services, Inc. | 66 2/3% | |
| Alverno Clinical Laboratories, LLC | Offsite and on-site clinical laboratory services | 33 1/3% | Provena Ventures, Inc.; Sisters of St. Francis Health Services, Inc. | 66 2/3% | |
| Belmont/Harlem Surgery Center, LLC | Ambulatory Surgery Center | 66% | Physicians | 34% | |
| Chicago Northside Hospital MRI | MRI Testing | 50% | Advocate Health and Hospitals Corporation | 50% | |
| Rainbow Hospice and Palliative Care | Hospice services | 50% | Advocate Health and Hospitals Corporation | 50% | |
| RES-Health Sleep Care Center of River Forest, LLC | Sleep center | 56.92% | Merit Sleep Centers, LLC and physicians | 43.08% | |
| RES-Health Sleep Care Center of Lincoln Park, LLC | Sleep center | 53.86% | Merit Sleep Centers, LLC and physicians | 46.14% | |

| | | | | | |
|--------------------------------------------------------------------|--------------|--------|--------------------------------------------------|--------|--|
| RES-Health Sleep Care Center of Evanston, LLC | Sleep center | 59.64% | Merit Sleep Centers, LLC and physicians | 40.36% | |
| RES-Health Sleep Care Center of Chicago Northwest, LLC | Sleep center | 55.05% | Merit Sleep Centers, LLC and physicians | 44.95% | |

Schedule 7.1

Outstanding Debt

| <u>Title</u> | <u>Provena</u> | <u>Outstanding Principal Amount</u> |
|------------------------------------------------------------------------------------------------|----------------|-------------------------------------|
| Illinois Development Finance Authority Fixed Rate Revenue Bonds, Series 1998A (Provena Health) | | \$115,780,000 |
| Illinois Finance Authority Revenue Bonds, Series 2009A (Provena Health) | | \$200,000,000 |
| Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2009B (Provena Health) | | \$50,000,000 |
| Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2009C (Provena Health) | | \$41,000,000 |
| Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2009D (Provena Health) | | \$25,000,000 |
| Illinois Finance Authority Revenue Bonds, Series 2010A (Provena Health) | | \$111,930,000 |
| Illinois Finance Authority Revenue Bonds, Series 2010B (Provena Health) | | \$10,020,000 |
| Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2010C (Provena Health) | | \$31,000,000 |
| Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2010D (Provena Health) | | \$41,000,000 |

| <u>Title</u> | <u>Resurrection</u> | <u>Outstanding Principal Amount</u> |
|--------------------------------------------------------------------------------------------------------|---------------------|-------------------------------------|
| Illinois Health Facilities Authority Revenue Bonds, Series 1997 (Holy Family Medical Center) | | \$30,245,000 |
| Illinois Finance Authority Revenue Bonds, Series 1999A (Resurrection Health Care) | | \$104,400,000 |
| Illinois Finance Authority Revenue Bonds, Series 1999B (Resurrection Health Care) | | \$104,400,000 |
| Illinois Finance Authority Variable Rate Revenue Bonds, Series 2005B (Resurrection Health Care) | | \$119,140,000 |
| Illinois Finance Authority Variable Rate Revenue Bonds, Series 2005 (Resurrection Health Care) | | \$119,775,000 |
| Illinois Finance Authority Revenue Refunding Bonds, Series 2009 (Resurrection Health Care Corporation) | | \$101,040,000 |

There will be no change to the existing bonded indebtedness of the Parties as set forth on this schedule as of the Effective Date, except for mandatory bond sinking fund redemptions made pursuant to the terms of the applicable bond documents.

Schedule 8.1(b)

Provena Due Organization, Good Standing and Power

None.

Schedule 8.3(a)

Provena No Violations

None.

Schedule 8.3(b)

Provena Approvals

None.

Schedule 8.4(b)

Provena Financial Statements

None.

Schedule 8.4(c)

Provena Changes to Accounting

None.

Schedule 8.4(d)

Provena Non-Ordinary Course Liabilities or Obligations

None.

Schedule 8.5

Provena Interim Changes

- (a) None.
- (b) None, other than disclosures made during due diligence.
- (c) - (c) None.

Schedule 8.6

Provena Material Consents

None, other than disclosures made during due diligence.

Schedule 8.7

Provena Legal Proceedings

None.

Schedule 8.10(a)

Provena Owned Real Property

See attached.

| Schedule 8.10(a) | | | | | | |
|------------------------------------------------------|------------------------------------------------------------------------------|-------------|-------|-------|---------------------------------------------------------------------------|-----------|
| Provena Health Owned Property Listing | | | | | | |
| Ministry (Owner) | Address | City | State | Zip | Description | SQ FT |
| Provena Mercy Medical Center | 1325 North Highland Avenue | Aurora | IL | 60506 | Hospital | 505,354 |
| Provena Covenant Medical Center | 1400 West Park Street Campus-1300-1412 W Park (Excl. 1307 & 1405 W. Park) | Urbana | IL | 61801 | Hospital | 384,522 |
| Provena United Samaritans Medical Center | 812 North Logan Avenue | Danville | IL | 61832 | Hospital | 295,339 |
| Provena Saint Joseph Hospital | 77 North Airlite Street | Elgin | IL | 60123 | Hospital | 559,000 |
| Provena Saint Joseph Medical Center | 333 North Madison Street | Joliet | IL | 60435 | Hospital | 1,174,134 |
| Provena St. Mary's Hospital | 500 West Court Street | Kankakee | IL | 60901 | Hospital | 284,466 |
| Provena Cor Mariae Center | 3330 Maria Linden Drive | Rockford | IL | 61114 | Nursing Home | 109,000 |
| Provena Fox Knoll Complex | 421 North Lake Street | Aurora | IL | 60506 | Independent/Assisted Residential Housing | 225,000 |
| Provena Geneva Care Center | 1101 East State Street | Geneva | IL | 60134 | Nursing Home | 33,000 |
| Provena Heritage Village-Campus | 901 North Entrance Avenue | Kankakee | IL | 60901 | Nursing Home | 38,492 |
| Provena Heritage Village Estates-Duplex | 292 & 294 Charlton Lane | Kankakee | IL | 60901 | Duplexes | 6,000 |
| Provena Meadowview Lodge Assisted Living Facility | 995 North Entrance Avenue | Kankakee | IL | 60901 | Assisted Living Apartments | 5,200 |
| Provena Intergenerational Center | 1025 North Washington Avenue | Kankakee | IL | 60901 | Child day care/Adult | 10,800 |
| Provena LaVerna Terrace | 517 North Main Street | Avilla | IN | 46710 | Residential apartments | 38,000 |
| Provena McAuley Manor | 400 West Sullivan Road | Aurora | IL | 60506 | Nursing Home, Con | 50,000 |
| Provena Our Lady of Victory | 20 Briarcliff Lane | Bourbonnais | IL | 60914 | Nursing Home | 44,375 |
| Provena Pine View Care Center | 611 Allen Lane | St. Charles | IL | 60174 | Nursing Home | 42,000 |
| Provena Sacred Heart Home | 515, 445 & 447 North Main Street | Avilla | IN | 46710 | Nursing Home, Assisted Living, Duplexes | 69,000 |
| Provena St. Anne Center | 4405 Highcrest Road | Rockford | IL | 61107 | Nursing Home | 51,116 |
| Provena St. Joseph Campus | 659 East Jefferson Street | Freeport | IL | 61032 | Home/Community Services, Adult Day Care, Supportive Living Apartments | 51,083 |
| Provena Villa Franciscan | 210 North Springfield Avenue | Joliet | IL | 60435 | Nursing Home | 71,000 |
| PSJMC-Blackhawk Building | 50 Uno Circle | Joliet | IL | 60435 | Office Building | 15,000 |
| PJSMC-Family Care Center | 305 N Vine St | New Lenox | IL | 60451 | Medical Office building | 10,544 |
| PJMC-Coal City Family Care | 410 N Broadway | Coal City | IL | 60416 | Medical Office building | 1,970 |
| PSJMC-Republic Ave Storage facility | 316 Republic Ave | Joliet | IL | 60435 | Storage facility | 12,025 |
| PCMC-Provena Medical Group | 226 E. Lincoln | St Joseph | IL | 61873 | Medical Office building | 1,481 |
| PCMC-Provena Medical Group | 711 E. Pells | Paxton | IL | 60957 | Medical Office building | 7,596 |
| PMMC-Center office building | 1325 North Highland Avenue | Aurora | IL | 60506 | Office building | 12,073 |
| PMMC-Psych building | 1325 North Highland Avenue | Aurora | IL | 60506 | Extension of Hospital-Behavior Health & corporate office for Finance & HR | 119,687 |
| PSJH-Convent | 1790 Joseph Court | Elgin | IL | 60123 | Convent | 2,600 |
| PSMH-MedCentre West | 555 W. Court St | Kankakee | IL | 60901 | Medical Office building | 59,576 |
| PSMH-MedCentre East | 455 W. Court St | Kankakee | IL | 60901 | Medical Office building | 57,228 |
| Manteno Campus | 501 S. Locust | Manteno | IL | 60950 | Medical Office building | 4,872 |
| Peotone Campus | 117 s. Harlem Dr | Peotone | IL | 60468 | Medical Office building | 2,892 |
| Momence Campus | 739 N. Dixie Highway | Momence | IL | 60954 | Medical Office building | 5,500 |
| Eastside Clinic Campus | 1777 E. Court St | Kankakee | IL | 60901 | Medical Office building | 3,209 |
| PUSMC-Westville Clinic | 302 N. State St | Westville | IL | 61833 | Medical Office building | 1,200 |
| PUSMC-Foundation | 801 W. Fairchild | Danville | IL | 61832 | Office Building | 4,232 |
| PUSMC-Lakeview Medical Office Bldg-Unit C, Suite 102 | 800 N. Logan | Danville | IL | 61832 | Medical Office building | 1,338 |
| PUSMC-Lakeview Medical Office Bldg-Unit D, Suite 100 | 800 N. Logan | Danville | IL | 61832 | Medical Office building | 1,336 |
| PUSMC-Lakeview Medical Office Bldg-Unit E, Suite 101 | 800 N. Logan | Danville | IL | 61832 | Medical Office building | 809 |
| PUSMC-Lakeview Medical Office Bldg-Unit F, Suite 103 | 800 N. Logan | Danville | IL | 61832 | Medical Office building | 809 |
| PUSMC-Lakeview Medical Office Bldg-Unit G, Suite 105 | 800 N. Logan | Danville | IL | 61832 | Medical Office building | 809 |
| PUSMC-Lakeview Medical Office Bldg-Unit H, Suite 107 | 800 N. Logan | Danville | IL | 61832 | Medical Office building | 1,631 |
| PUSMC-Lakeview Medical Office Bldg-Unit J, Suite 202 | 800 N. Logan | Danville | IL | 61832 | Medical Office building-vacant | |
| PUSMC-Lakeview Medical Office Bldg-Unit J, Suite 204 | 800 N. Logan | Danville | IL | 61832 | Medical Office building | 2,655 |

| Provena Health | | | | | | |
|----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------|-------|-------|--------------------------------|-------|
| Owned Property Listing | | | | | | |
| Ministry (Owner) | Address | City | State | Zip | Description | SQ FT |
| PUSMC-Lakeview Medical Office Bldg-Unit K, Suite 200 | 800 N. Logan | Danville | IL | 61832 | Medical Office build | 1,336 |
| PUSMC-Lakeview Medical Office Bldg-Unit L, Suite 201 | 800 N. Logan | Danville | IL | 61832 | Medical Office build | 1,192 |
| PUSMC-Lakeview Medical Office Bldg-Unit O, Suite 207 | 800 N. Logan | Danville | IL | 61832 | Medical Office build | 802 |
| PUSMC-Lakeview Medical Office Bldg-Unit N, Suite 205 | 800 N. Logan | Danville | IL | 61832 | Medical Office building-vacant | |
| PUSMC-Lakeview Medical Office Bldg-Unit M, Suite 203 | 800 N. Logan | Danville | IL | 61832 | Medical Office building-vacant | |
| PUSMC-Open MRI/ Sleep Lab Building | 412 Sheridan | Danville | IL | 61832 | MRI/Sleep lab | 5,528 |
| PUSMC-Cancer Center | 806 N. Logan | Danville | IL | 61832 | Cancer Center | 9,900 |
| MISCELLANEOUS PIN - probably vacant lots or parking lots (complete description / address not available) | | | | | | |
| PSMH-Tax exempt | Washington-Bourb Res SSE Corn Lot 9 & SE cor Lot 25 32-31 12 E | Kankakee | IL | 60901 | | |
| PSMH-Tax exempt | 544 West Merchant Street | Kankakee | IL | 60901 | | |
| PSMH-Tax exempt | 588 W Merchant Street | Kankakee | IL | 60901 | | |
| PSMH-Tax exempt | 356 W Merchant Street | Kankakee | IL | 60901 | | |
| PSMH-Tax exempt | 396 W Court Street | Kankakee | IL | 60901 | | |
| PSMH-Tax exempt | 180 South 4th Ave | Kankakee | IL | 60901 | | |
| PSMH-Tax exempt | 205 South 6th Ave | Kankakee | IL | 60901 | | |
| PSMH-Tax exempt | 572-570 W Merchant Street | Kankakee | IL | 60901 | | |
| PSMH | 344 West Court Street | Kankakee | IL | 60901 | | |
| PSMH | 576 West Merchant Street | Kankakee | IL | 60901 | | |
| PSMH | | Kankakee | IL | 60901 | | |
| PSMH | | Kankakee | IL | 60901 | | |
| PSMH | | Kankakee | IL | 60901 | | |
| PSMH | | Kankakee | IL | 60901 | | |
| PSMH | | Kankakee | IL | 60901 | | |
| PSMH | | Kankakee | IL | 60901 | | |
| PSMH | | Kankakee | IL | 60901 | | |
| PSMH | Route 45/52 | Bourbonnais | IL | | | |
| PSMH-MedCentre West | West Court Street | Kankakee | IL | 60901 | parking lot | |
| PSMH-MedCentre East | 146-148 North 5 th Ave | Kankakee | IL | 60901 | parking lot | |
| PSMH-MedCentre East | 450 West Oak Street | Kankakee | IL | 60901 | parking lot | |
| PSMH-MedCentre East | 181 North 4th Ave | Kankakee | IL | 60901 | parking lot | |
| PSMH-MedCentre East | 165 North 4th Ave | Kankakee | IL | 60901 | parking lot | |
| PSMH-MedCentre East | 159 North 4th Ave | Kankakee | IL | 60901 | parking lot | |
| PSMH-MedCentre East | 145-147 4th Ave | Kankakee | IL | 60901 | parking lot | |
| PSMH-MedCentre East | 141 North 4th Ave | Kankakee | IL | 60901 | parking lot | |
| PSMH-MedCentre East | 133-1/2 North 4th Ave | Kankakee | IL | 60901 | parking lot | |
| PSMH-MedCentre East | 133 North 4th Ave | Kankakee | IL | 60901 | parking lot | |
| PSMH-MedCentre East | 125 North 4th Ave | Kankakee | IL | 60901 | parking lot | |
| PSMH-MedCentre East | 441-449 North 4th Ave | Kankakee | IL | 60901 | parking lot | |
| PSMH-MedCentre East | 437 West Court Street | Kankakee | IL | 60901 | parking lot | |
| PSMH-MedCentre East | 427 West Court Street | Kankakee | IL | 60901 | parking lot | |
| PSMH-MedCentre East | 405 West Court Street | Kankakee | IL | 60901 | parking lot | |
| Caton Farm Road | 26233 West Caton Farm Road | Plainfield | IL | 60544 | Medical Office Bldg | |
| PSMH-MedCentre East | Webber road | Romeoville | IL | 60446 | Medical Office Bldg | |
| PSJH | Provena Drive | Elgin | IL | 60123 | Drive way & Parking lot | |
| PSJH | Provena Drive | Elgin | IL | 60123 | Drive way & Parking lot | |
| PSJH | 35 North Airite | Elgin | IL | 60123 | Retention pond | |
| Carpentersville Family Care Center | 2201-2203 Randall Road | Dundee | IL | | Medical Office Bldg | |
| PSJH | 1982 Larkin Avenue | Elgin | IL | 60123 | Vacant green space | |
| PSJH | 1974 Larkin Avenue | Elgin | IL | 60123 | Vacant green space | |
| PUSMC-Vacant Lot | 824 Sheridan | Danville | IL | 61832 | Vacant Lot | |
| PUSMC-Vacant Lot | 714 Sheridan | Danville | IL | 61832 | Vacant Lot | |
| PUSMC-Vacant Lot | 710 Sheridan | Danville | IL | 61832 | Vacant Lot | |
| PUSMC-Vacant Lot | 505 Townsend | Danville | IL | 61832 | Vacant Lot | |
| PUSMC-Logan campus | Alexander Est Sub E2 SW4 & W2 SE4 6 19 11 Ex 189.7' x 100' NE CR L3 | Danville | IL | 61832 | Vacant-brush & trees | |
| PUSMC-Logan campus | Alexander Est Sub 6 19 11 Ex 27'x153' SE CR & Ex 14'x100' NE CR L2 | Danville | IL | 61832 | Vacant-brush & trees | |
| PUSMC-Logan campus | Alexander Est Sub-6 19 11 Ex 2A SE CR, L4 Polands 2st Fendale Sub L24 Ex W116.73' | Danville | IL | 61832 | Vacant-brush & trees | |
| PUSMC-Logan campus | S179.75' East Liberty | Danville | IL | 61832 | Vacant Lot | |
| PUSMC-Ajacent to Open MRISleep Lab | 502 Sheridan | Danville | IL | 61832 | Vacant Lot | |
| Former Sager Hospital site | McRoberts & Wlakers Add-44 E SDE L3 B4 & All B5 and All B12; 511 South | Danville | IL | 61832 | Vacant Lot | |

| Provena Health Owned Property Listing | | | | | | |
|-------------------------------------------------|-----------------------------------------------------------|----------|-------|-------|-------------|-------|
| Ministry (Owner) | Address | City | State | Zip | Description | SQ FT |
| Former Sager Hospital site | Forbes and Shorts Add to Danville Lts 1,7 & 8 B6 & All B7 | Danville | IL | 61832 | Vacant Lot | |
| Former Sager Hospital site | Jonathan Kilbournes Add-W2 L1 B8 & W2 L8 B8; 616 Sager | Danville | IL | 61832 | Vacant Lot | |
| PSJMC-MRI Building-tax exempt | | Joliet | IL | | | |
| PSJMC-Vacant lot | SE corner-Springfield & Oneida | Joliet | IL | 60435 | Vacant Lot | |
| PSJMC-Vacant lot | 200 Block-Springfield Ave | Joliet | IL | 60435 | Vacant Lot | |
| Provena Saint Joseph Medical Center-Parking lot | 333 North Madison Street | Joliet | IL | 60435 | Parking lot | |
| PCMC-Miscellaneous PIN | 509 E Church | | | | | |
| PCMC-Miscellaneous PIN | 205 N 6th | | | | | |
| PCMC-Miscellaneous PIN | 305 N Wright | | | | | |
| PCMC-Miscellaneous PIN | 602 E Church | | | | | |
| PCMC-Miscellaneous PIN | 604 E Church | | | | | |
| PCMC-Miscellaneous PIN | 600 E Park | | | | | |
| PCMC-Miscellaneous PIN | 601 E Park | | | | | |
| PCMC-Miscellaneous PIN | 603 E Park | | | | | |
| PCMC-Miscellaneous PIN | 611 E Park | | | | | |
| PCMC-Miscellaneous PIN | 105 N Wright | | | | | |
| PCMC-Miscellaneous PIN | 1407 W Hill | | | | | |
| PCMC-Miscellaneous PIN | 706 N Wright | | | | | |
| PCMC-Miscellaneous PIN | 704 N Wright | | | | | |
| PCMC-Miscellaneous PIN | 702 N Wright | | | | | |
| PCMC-Miscellaneous PIN | 1410 1/2 W Church | | | | | |
| PCMC-Miscellaneous PIN | 1410 w Church | | | | | |
| PCMC-Miscellaneous PIN | 1408 W Church | | | | | |
| PCMC-Miscellaneous PIN | 1406 W Church | | | | | |
| PCMC-Miscellaneous PIN | 1404 W Church | | | | | |
| PCMC-Miscellaneous PIN | 1402 W Church | | | | | |
| PCMC-Miscellaneous PIN | 608 N Wright | | | | | |
| PCMC-Miscellaneous PIN | 1409 W Church | | | | | |
| PCMC-Miscellaneous PIN | 1407 W Church | | | | | |
| PCMC-Miscellaneous PIN | 1405 W Church | | | | | |
| PCMC-Miscellaneous PIN | 1403 W Church | | | | | |
| PCMC-Miscellaneous PIN | 1401 W Church | | | | | |
| PCMC-Miscellaneous PIN | 605 N Romine | | | | | |
| PCMC-MOB | 1411 W Park | | | | | |
| PCMC-MOB | 506 N Wright | | | | | |
| PCMC-MOB | 1409 W Park | | | | | |
| PCMC-MOB | 1405 W Park | | | | | |
| PCMC-MOB | 1403 W Park | | | | | |
| PCMC-MOB | 1403 1/2 W Park | | | | | |
| PCMC-MOB | 1401 W Park | | | | | |
| PCMC-Miscellaneous PIN | 1412 W University | | | | | |
| PCMC-Miscellaneous PIN | 1402 W University | | | | | |
| PCMC-Miscellaneous PIN | 1309 W Hill | | | | | |
| PCMC-Miscellaneous PIN | 706 N Romine | | | | | |
| PCMC-Miscellaneous PIN | 1307 W Hill | | | | | |
| PCMC-Miscellaneous PIN | 1305 W Hill | | | | | |
| PCMC-Miscellaneous PIN | 1301 W Hill | | | | | |
| PCMC-Miscellaneous PIN | 704 N Romine | | | | | |
| PCMC-Miscellaneous PIN | 1306 W Church | | | | | |
| PCMC-Miscellaneous PIN | 1304 W Church | | | | | |
| PCMC-Miscellaneous PIN | 608 N Romine | | | | | |
| PCMC-Miscellaneous PIN | 1307 W Church | | | | | |
| PCMC-Miscellaneous PIN | 1305 W Church | | | | | |
| PCMC-Miscellaneous PIN | 605 N Mathews | | | | | |
| PCMC-Miscellaneous PIN | 607 N Mathews | | | | | |
| PCMC-Miscellaneous PIN | 702 N Romine | | | | | |
| PCMC-Miscellaneous PIN | 1305 W Park | | | | | |
| PCMC-Miscellaneous PIN | 1303 W Park | | | | | |
| PCMC-Miscellaneous PIN | 1310 W University | | | | | |
| PCMC-Miscellaneous PIN | 1308 W University | | | | | |
| PCMC-Miscellaneous PIN | 1306 W University | | | | | |
| PCMC-Miscellaneous PIN | 1304 W University | | | | | |
| PCMC-Miscellaneous PIN | 1301 W Park | | | | | |
| PCMC-Miscellaneous PIN | 505 N Mathews | | | | | |
| PCMC-Miscellaneous PIN | 503 N Mathews | | | | | |
| PCMC-Miscellaneous PIN | 1302 W University | | | | | |
| PCMC-Miscellaneous PIN | 506 N Romine | | | | | |
| PCMC-Miscellaneous PIN | 1314 W University | | | | | |
| PCMC-Miscellaneous PIN | 1312 W University | | | | | |
| PCMC-Miscellaneous PIN | 1307 W Park | | | | | |
| PCMC-Miscellaneous PIN | 1305 1/2 W Park | | | | | |
| PCMC-Miscellaneous PIN | 606 N Mathews | | | | | |

| Provena Health | | | | | | |
|------------------------|------------------------|--------|-------|-------|-----------------------|-------|
| Owned Property Listing | | | | | | |
| | | | | | | |
| Ministry (Owner) | Address | City | State | Zip | Description | SQ FT |
| PCMC-Miscellaneous PIN | 200 E Southill Line Rd | | | | | |
| PMMC campus | North Lake Street | Aurora | IL | 60506 | Vacant lot | |
| PMMC campus | vacant | Aurora | IL | 60506 | Vacant lot-tax exempt | |
| PMMC campus | West New Indian Trail | Aurora | IL | 60506 | Vacant lot-tax exempt | |
| PMMC campus | R North Lake street | Aurora | IL | 60506 | Vacant lot-tax exempt | |
| PMMC campus | N Highland | Aurora | IL | 60506 | Vacant lot-tax exempt | |

Schedule 8.10(b)

Provena Exceptions to Owned Real Property

(i) – (iii), (v) None.

(iv) None, other than disclosures made during due diligence.

Schedule 8.10(c)

Provena Owned Real Property Compliance

None, other than the storage tank information and related recording information shared between the Parties in due diligence.

Schedule 8.10(d)

Provena Owned Real Property Environmental Law Compliance

None.

Schedule 8.11(a)

Provena Leases

Sec attached.

Schedule 8.11(a)

PROVENA HEALTH LEASED PROPERTIES

| Building | Building Address | Floors | City | Space Use | Commence Date | Exp. Date |
|----------------------------------|----------------------------------|-------------------|-------------------|------------------------|---------------|------------|
| Frankfort | 9223 W. Saint Francis Road | 1st and 2nd | FRANKFORT | OFFICE | 1/1/2006 | 8/31/2015 |
| Mokena Corporate Centre I | 19065 Hickory Creek Drive | Suite 115 | MOKENA | OFFICE | 11/1/2007 | 8/31/2015 |
| Mokena Corporate Centre I | 19065 Hickory Creek Drive | Suite 300 | MOKENA | OFFICE | 6/4/2002 | 8/31/2015 |
| Mokena Professional Centre II | 18927 Hickory Creek Drive | Suite 300 | MOKENA | OFFICE | 9/12/2005 | 8/31/2015 |
| Mokena Warehouse | 19015 Jodi Road, Unit G | 1st Floor | MOKENA | Warehouse | 5/1/2005 | 5/31/2012 |
| Tallgrass | 1000 Remington Boulevard | 1st Floor | BOLINGBROOK | OFFICE | 4/1/2007 | 3/31/2023 |
| 1315 N. Highland Avenue | 1315 N Highland Avenue | Suite 101 | AURORA | MEDICAL OFFICE | 9/10/2001 | 10/31/2011 |
| 1315 N Highland Avenue | 1315 N Highland Avenue | Suite 104 | AURORA | PHYSICIAN OFFICE | 7/7/2007 | 6/30/2012 |
| 1315 N. Highland Avenue | 1315 N Highland Avenue | Suite 201 | AURORA | MEDICAL OFFICE | 1/1/2011 | 4/30/2014 |
| 1315 N Highland Avenue | 1315 N Highland Avenue | Suite 204 | AURORA | PHYSICIAN OFFICE | 1/1/2008 | 1/31/2014 |
| Occupational Health Clinic | 1320 North Highland Avenue | 1st Floor | AURORA | MEDICAL OFFICE | 2/1/2010 | 1/31/2015 |
| Yorkville Medical Facility | 1500 Sycamore Road | 1st Floor | YORKVILLE | MEDICAL OFFICE | 1/1/2005 | 12/31/2016 |
| PMMC Health & Wellness Club | 1975 Melissa Lane | 2nd Floor | AURORA | MEDICAL OFFICE | 1/1/2006 | 9/17/2021 |
| Oakhurst Center | 444 North Eola Road | 1st Floor | AURORA | PHYSICIAN OFFICE | 11/19/2009 | 6/1/2015 |
| MOB I (basement) | 87 N. Airlite | Basement | ELGIN | MEDICAL OFFICE | 9/1/1998 | 10/5/2013 |
| 895 South Street | 895 South Street | Suite 201 | HAMPSHIRE | MEDICAL OFFICE | 7/1/2008 | 6/30/2013 |
| Elgin MOB II | 1975 Lin Lor Lane | Ste 295 | ELGIN | PHYSICIAN OFFICE | 9/1/2010 | 11/30/2013 |
| 2250 W. Algonquin Road | 2250 W. Algonquin Road | 1st Floor | LAKE IN THE HILLS | MEDICAL OFFICE | 1/1/2009 | 12/31/2013 |
| Regency Executive Center | 12155-12173 Regency Parkway | 1st Floor | HUNTLEY | MEDICAL OFFICE | 3/1/2011 | 4/30/2012 |
| Occupational Health | 21 Heritage Drive | South 1st Floor | BOURBONNAIS | MEDICAL OFFICE | 9/17/2003 | 9/16/2013 |
| 100 Provena Way (shortfall) | 100 Provena Way | 2 | BOURBONNAIS | MEDICAL OFFICE | 11/12/2004 | 12/31/2014 |
| 100 Provena Way | 100 Provena Way | 1 & 2 | BOURBONNAIS | MEDICAL OFFICE | 12/6/2004 | 12/31/2018 |
| Behavioral Health | 230 John Casey | 1st Floor | BOURBONNAIS | OFFICE | 2/1/2005 | 1/31/2015 |
| 650 N Convent Street | 650 N Convent Street | 1st Floor | BOURBONNAIS | MIXED USE | 10/1/2010 | 12/31/2020 |
| Alpiner Park Parking Area | Alpiner Park Parking Area | Ground | KANKAKEE | GROUND LEASE | 6/1/1994 | 5/31/2014 |
| Bourbonnais MedCentre | Brown Boulevard | 1st Floor | BOURBONNAIS | MEDICAL OFFICE | 2/28/2010 | Mo. To Mo. |
| New Lenox Cedar Location | 172-196 W. Illinois Highway | 1st Floor | NEW LENOX | PHYSICIAN OFFICE | 8/22/2008 | 11/22/2013 |
| Madison Medical Plaza | 301 N. Madison Street | 2nd Floor | JOLIET | MEDICAL OFFICE | 9/1/2006 | 5/31/2011 |
| Madison Medical Plaza | 301 N. Madison Street | Suite 302 | JOLIET | PHYS TIME SHARE | 10/2/2010 | 10/1/2020 |
| Madison Medical Plaza | 301 N. Madison Street | Suite 310 | JOLIET | WOUND CARE | 3/23/2010 | 3/22/2020 |
| Madison Medical Plaza | 301 N. Madison Street | Suite 301 | JOLIET | NEUROLOGY | 6/1/2011 | 5/31/2021 |
| Madison Medical Plaza | 301 N. Madison Street | Suite 307 | JOLIET | PHYS OFFICE TIME SHARE | 4/1/2011 | 3/31/2021 |
| Madison Medical Plaza | 301 N. Madison Street | Suite 100 | JOLIET | Ambulatory Center | 7/1/2010 | 6/30/2020 |
| 333 N. Hammes Ave | 333 N. Hammes Avenue | 1st Floor | Joliet | NEUROLOGY | 10/1/2006 | Mo. to Mo. |
| Porter Plaza | 703 East Ninth Street | 1st Floor | LOCKPORT | PHYSICIAN OFFICE | 5/1/2010 | 5/1/2015 |
| 852 Sharp Drive | 852 Sharp Drive | Units A, B and C | JOLIET | PHYSICAL THERAPY | 5/15/2008 | 5/14/2011 |
| 1681 Willow Circle Drive | 1681 Willow Circle Drive | 1st Floor | CREST HILL | PHYSICAL THERAPY | 7/1/2009 | 6/30/2011 |
| Cedar Center | 1808 & 1812 E. Lincoln Highway | 1st Floor | NEW LENOX | PHYSICAL THERAPY | 1/1/2009 | 4/30/2014 |
| 15120 Wallin Drive | 15120 Wallin Drive | 1st Floor | PLAINFIELD | PHYSICAL THERAPY | 1/1/2008 | 12/31/2015 |
| Crest Lake Office Building | 16151 Weber Road | 1st Floor | CREST HILL | PHYSICIAN OFFICE | 8/1/2010 | 10/31/2013 |
| Marycrest Shopping Center | 2132 West Jefferson Street | Ground floor | JOLIET | MIXED USE | 3/1/2010 | 6/30/2025 |
| 27025 W Eames Street | 27025 W. Eames Street | Units B and C | CHANNAHON | PHYSICIAN OFFICE | 4/16/2008 | 4/15/2013 |
| Inwood Athletic Club | 3000 West Jefferson Street | 2nd Floor | JOLIET | PHYSICAL THERAPY | 1/1/2007 | 12/31/2011 |
| Provena Medical Building | 7000 Caton Farm Road | 1st Floor | JOLIET | immediate Care | 3/1/2008 | 2/28/2018 |
| Provena Medical Building | 7000 Caton Farm Road | 1st Floor | JOLIET | PT | 9/1/2006 | 8/31/2016 |
| Provena Medical Building | 7000 Caton Farm Road | 1st Floor | JOLIET | Lobby | 9/1/2006 | 8/31/2016 |
| Provena Medical Building | 7000 Caton Farm Road | 1st Floor | JOLIET | Imaging | 1/1/2008 | 12/31/2017 |
| Foxford Center | Foxford Center | Sulte 206 and 207 | MANHATTAN | PHYSICIAN OFFICE | 10/1/2007 | 9/30/2012 |
| New Lenox (planned construction) | New Lenox (planned construction) | 1st Floor | NEW LENOX | MEDICAL OFFICE | 5/1/2012 | 4/30/2022 |
| New Lenox (planned construction) | New Lenox (planned construction) | 2nd Floor | NEW LENOX | MEDICAL OFFICE | 5/1/2012 | 4/30/2022 |

Schedule 8.11(a)

PROVENA HEALTH LEASED PROPERTIES

| Building | Building Address | Floors | City | Space Use | Commence Date | Exp. Date |
|--------------------------|---------------------------------|--------------------|-------------|---------------------|---------------|------------|
| 502 E. Fairchild | 502 E. Fairchild | 1st Floor | DANVILLE | Warehouse | 10/1/2010 | 9/30/2011 |
| 800 N. Logan | 800 N. Logan | Suites 104 & 106 | DANVILLE | Clinic | 12/1/2010 | 11/30/2011 |
| 1011 West Clay | 1011 West Clay | Apt. 1 | DANVILLE | Physician Apartment | 11/1/2010 | Mo. to Mo. |
| Heli Pad | NW Corner Logan Ave & Fairchild | Ground Floor | DANVILLE | Ground Lease | 2/1/2010 | 1/31/2013 |
| 408 S. Neil | 408 S. Neil | 1st floor | CHAMPAIGN | MEDICAL OFFICE | 4/1/2000 | 3/31/2015 |
| 410 E. University Avenue | 410 E. University Avenue | 2nd floor | CHAMPAIGN | MEDICAL OFFICE | 10/1/2006 | 9/30/2016 |
| 410 E. University Avenue | 410 E. University Avenue | Suites 102 & 104 | CHAMPAIGN | MEDICAL OFFICE | 9/1/2008 | 8/30/2011 |
| Medical Office Building | 501 N. Dunlap | 1st floor | SAVOY | MEDICAL OFFICE | 8/1/2004 | 7/31/2014 |
| 700 S. Gregory | 700 S. Gregory | Suite A, 1st Floor | URBANA | PHYSICIAN OFFICE | 4/1/2008 | 3/31/2013 |
| 1405 W. Park Street | 1405 W. Park Street | 200 | URBANA | MEDICAL OFFICE | 6/1/2003 | Mo. To Mo. |
| 1405 W. Park Street | 1405 W. Park Street | 201 | URBANA | MEDICAL OFFICE | 6/1/2003 | Mo. To Mo. |
| 1405 W. Park Street | 1405 W. Park Street | 202 | URBANA | MEDICAL OFFICE | 1/1/2003 | Mo. To Mo. |
| 1405 W. Park Street | 1405 W. Park Street | 300 | URBANA | MEDICAL OFFICE | 12/31/2002 | Mo. To Mo. |
| 1405 W. Park Street | 1405 W. Park Street | 301 | URBANA | MEDICAL OFFICE | 12/31/2002 | Mo. To Mo. |
| 1405 W. Park Street | 1405 W. Park Street | 302 | URBANA | MEDICAL OFFICE | 12/31/2002 | Mo. To Mo. |
| 1405 W. Park Street | 1405 W. Park Street | 204 & 303 | URBANA | MEDICAL OFFICE | 7/1/2005 | 11/30/2014 |
| County Plaza Building | County Plaza | 1st floor | URBANA | OFFICE | 12/15/2006 | 12/14/2016 |
| Heritage Meadows | 179-181 E. Bethel Drive | 1st floor | BOURBONNAIS | HOME HEALTH | 1/1/2011 | 12/31/2013 |
| 222 Greenleaf Avenue | 222 Greenleaf Avenue | Suite 103 | GURNEE | HOME HEALTH | 5/10/2002 | 8/31/2012 |
| 799 McLean Boulevard | 799 McLean Boulevard | 1st floor | ELGIN | HOME HEALTH | 1/1/2009 | 12/31/2020 |
| 1060 Essington Road | 1060 Essington Road | 1st floor | JOLIET | HOME HEALTH | 9/9/2007 | 9/30/2017 |
| 1501 Interstate Drive | 1501 Interstate Drive | Suites B1, B2, C | CHAMPAIGN | HOME HEALTH | 8/8/2007 | 2/3/2018 |
| 720B S Crescent | 720B S Crescent | 1st floor | GILMAN | HOME HEALTH | 9/1/2007 | 11/30/2012 |
| Pine View Care Center | 611 Allen Lane | 1st Floor | ST. CHARLES | Nursing Home | | |

Schedule 8.12

Provena Title to Assets

None.

Schedule 8.15

Provena Insurance

None.

Schedule 8.16

Provena Tax Returns

None.

Schedule 8.18(a)

Provena ERISA Plans

Provena Ventures, Inc. Retirement Savings Plan.

Schedule 8.18(b)

Provena Benefit Plan Compliance

None.

Schedule 8.19

Provena Payment Programs

(a) – (e), (g) – (h) None.

(f) No matters are known or threatened that would adversely affect Provena's participation in the Provena Payment Programs.

Schedule 8.20

Provena Accreditations

None outside the ordinary course of accreditation survey cycles for health care facilities.

Schedule 8.21

Provena Compliance Program

None, other than ordinary course matters that have been resolved or are expected to be resolved without a Material Adverse Change, and matters otherwise disclosed in due diligence.

Schedule 8.23

Provena Medical Staff Matters

None.

Schedule 9.1(b)

Resurrection Due Organization, Good Standing and Power

None.

Schedule 9.3(a)

Resurrection No Violations

None.

Schedule 9.3(b)

Resurrection Approvals

None.

Schedule 9.4(b)

Resurrection Financial Statements

None.

Schedule 9.4(c)

Resurrection Changes to Accounting

None.

Schedule 9.4(d)

Resurrection Non-Ordinary Course Liabilities or Obligations

None.

Schedule 9.5

Resurrection Interim Changes

None.

Schedule 9.6

Resurrection Material Consents

None, other than disclosures made during due diligence.

Schedule 9.7

Resurrection Legal Proceedings

Resurrection Health Care Corporate, and its affiliate hospital corporations, along with West Suburban Medical Center and Westlake Community Hospital are named defendants in a putative class action lawsuit filed under *Tina Camilotes et. al v. Resurrection Health Care Corporation, et. al, Case No. 10-CV-366* U.S. District Court, N.D. IL) on behalf of current and former employed nurses asserting claims under the Fair Labor Standards Act, Illinois Minimum Wage Law, Illinois Wage Payment and Collection Act and Illinois common law. The plaintiffs allege that they were not paid all wages owed, including overtime pay, for work performed during unpaid meal periods and following the end of shifts. To Resurrection's current knowledge, the ultimate resolution of this case is not expected to effect a Material Adverse Change.

Schedule 9.10(a)

Resurrection Owned Real Property

See attached.

Schedule 9.10(a)
Resurrection Healthcare
Owned Real Property

KEY

| | EXEMPT PARCEL | | |
|--|--------------------------------------|---------------------------------------------------|------------------------------|
| | PARTIALLY EXEMPT | | |
| | ADDRESS | USE | OWNERSHIP ENTITY |
| | 181 STRONG,WHEELING | | HFMC |
| | 256 MILWAUKEE,WHEELING | | HFMC |
| | 248 MILWAUKEE,WHEELING | | HFMC |
| | 232 MILWAUKEE,WHEELING | | HFMC |
| | 1698 EAST LAKE AVENUE,GLENVIEW | MARYHAVEN Needs to be delineated into two parcels | RESURRECTION SENIOR SERVICES |
| | 1100 ELMHURST RD.,ELK GROVE VILLAGE | RLIC - PARKING | RMC |
| | 1100 ELMHURST RD.,ELK GROVE VILLAGE | RLIC | RMC |
| | 1100 ELMHURST RD.,ELK GROVE VILLAGE | RLIC - PARKING | RMC |
| | 1400 WEST GOLF, DES PLAINES | HFPOB - GOLF MEDICAL PLAZA | HFMC |
| | 100 NORTH RIVER,DES PLAINES | HOSPITAL CAMPUS | HFMC |
| | 150 NORTH RIVER,DES PLAINES | HFMOB RIVER MEDICAL PLAZA | HFMC |
| | 150 NORTH RIVER,DES PLAINES | HFMOB RIVER MEDICAL PLAZA | HFMC |
| | 100 NORTH RIVER,DES PLAINES | HOSPITAL CAMPUS | HFMC |
| | 100 NORTH RIVER,DES PLAINES | HOSPITAL CAMPUS | HFMC |
| | 150 NORTH RIVER,DES PLAINES | HFMOB - WATER TOWER ON HOSPITAL GROUNDS | HFMC |
| | 695 LYMAN,DES PLAINES | HFNRC | RESURRECTION SENIOR SERVICES |
| | 2424 PRAIRIE, DES PLAINES | VACANT LAND | HFMC |
| | 2424 E DEMPSTER, DES PLAINES | VACANT LAND | HFMC |
| | 705 LYMAN,DES PLAINES | HFNRC RNRC | RESURRECTION SENIOR SERVICES |
| | 707 LYMAN,DES PLAINES | HF3 HFNRC RNRC | RESURRECTION SENIOR SERVICES |
| | 2404 LYMAN,DES PLAINES | HFNRC PARKING LOT | RESURRECTION SENIOR SERVICES |
| | 2380 DEMPSTER,DES PLAINES | HOLY FAMILY NURSING AND REHAB CENTER | RESURRECTION SENIOR SERVICES |
| | 1001 NORTH GREENWOOD,PARK RIDGE | RNRC | RESURRECTION SENIOR SERVICES |
| | 132 SOUTH PROSPECT, PARK RIDGE | PROB132 132 SOUTH PROSPECT BUILDING | RMC |
| | 112 NORTHWEST HIGHWAY, PARK RIDGE | PROMOB 112 NORTHWEST HIGHWAY BUILDING | RMC |
| | 205 S. NORTHWEST HIGHWAY, PARK RIDGE | TBD NEW BUILDING | RESURRECTION SERVICES |
| | 1310 HARTREY, EVANSTON | VACANT FENCED LOT 6/8/09 | SAINT FRANCIS HOSPITAL |
| | 5747 WEST DEMPSTER STREET | MORTON GROVE-HOME HEALTH | SAINT FRANCIS HOSPITAL |
| | 5747 WEST DEMPSTER STREET | MORTON GROVE-HOME HEALTH | SAINT FRANCIS HOSPITAL |
| | 6948 TOUHY,NILES | SAINT BENEDICT NRC - VACANT LAND | RESURRECTION SENIOR SERVICES |
| | 6932 TOUHY,NILES | SAINT BENEDICT NRC | RESURRECTION SENIOR SERVICES |
| | 8850 TOUHY,NILES | SAINT BENEDICT NRC - VACANT LAND | RESURRECTION SENIOR SERVICES |
| | 6932 TOUHY,NILES | SAINT BENEDICT NRC | RESURRECTION SENIOR SERVICES |
| | 6938 TOUHY,NILES | SAINT BENEDICT NRC | RESURRECTION SENIOR SERVICES |
| | 6940 TOUHY,NILES | SAINT BENEDICT NRC - VACANT LAND | RESURRECTION SENIOR SERVICES |
| | 6916 TOUHY,NILES | SAINT BENEDICT NRC | RESURRECTION SENIOR SERVICES |
| | 6934 TOUHY,NILES | SAINT BENEDICT NRC | RESURRECTION SENIOR SERVICES |
| | 7307 MILWAUKEE,NILES | SAINT BENEDICT NRC | RESURRECTION SENIOR SERVICES |
| | 7307 MILWAUKEE,NILES | SAINT BENEDICT NRC | RESURRECTION SENIOR SERVICES |
| | 7307 MILWAUKEE,NILES | SAINT BENEDICT NRC | RESURRECTION SENIOR SERVICES |
| | 7601 MILWAUKEE,NILES | SAINT BENEDICT NRC | RESURRECTION SENIOR SERVICES |
| | 6910 TOUHY,NILES | SAINT BENEDICT NRC - RESIDENCE | RESURRECTION SENIOR SERVICES |
| | 6908 TOUHY,NILES | SAINT BENEDICT NRC - VACANT LAND | RESURRECTION SENIOR SERVICES |
| | 7000 NEWARK,NILES | SAINT ANDREW LIFE CENTER - PARKING LOT | RESURRECTION SENIOR SERVICES |
| | 7063 WEST TOUHY, NILES | SAINT ANDREW LIFE CENTER | RESURRECTION SENIOR SERVICES |
| | 6969 NORTH LINCOLN, CHICAGO | PHYSICIAN OFFICES - LAND | SAINT JOSEPH HOSPITAL |

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| 6969 NORTH LINCOLN, CHICAGO | PHYSICIAN OFFICES - BUILDING STJOE4 | SAINT JOSEPH HOSPITAL |
| 801 NORTH AUSTIN, EVANSTON | PARKING LOT | SAINT FRANCIS HOSPITAL |
| 355 RIDGE, EVANSTON | PARKING | SAINT FRANCIS HOSPITAL |
| 0 Austin Street | VACANT LOT | SAINT FRANCIS HOSPITAL |
| 851 MULFORD, EVANSTON (SAYS 835 ON TAX BILL) | APARTMENT BUILDING | SAINT FRANCIS HOSPITAL |
| 833 MULFORD, EVANSTON | MULTIPLE FAMILY DWELLING | SAINT FRANCIS HOSPITAL |
| 831 MULFORD, EVANSTON | MULTIPLE FAMILY DWELLING | SAINT FRANCIS HOSPITAL |
| 829 MULFORD, EVANSTON | MULTIPLE FAMILY DWELLING | SAINT FRANCIS HOSPITAL |
| 827 MULFORD, EVANSTON | MULTIPLE FAMILY DWELLING | SAINT FRANCIS HOSPITAL |
| 823 MULFORD, EVANSTON | MULTIPLE FAMILY DWELLING | SAINT FRANCIS HOSPITAL |
| 821 MULFORD, EVANSTON | MULTIPLE FAMILY DWELLING | SAINT FRANCIS HOSPITAL |
| 819 MULFORD, EVANSTON | MULTIPLE FAMILY DWELLING | SAINT FRANCIS HOSPITAL |
| 817 MULFORD, EVANSTON | MULTIPLE FAMILY DWELLING | SAINT FRANCIS HOSPITAL |
| 815 MULFORD, EVANSTON | MULTIPLE FAMILY DWELLING | SAINT FRANCIS HOSPITAL |
| 807 MULFORD, EVANSTON | MULTIPLE FAMILY DWELLING | SAINT FRANCIS HOSPITAL |
| 805 MULFORD, EVANSTON | VACANT LOT | SAINT FRANCIS HOSPITAL |
| 324 SHERMAN, EVANSTON | VACANT LOT | SAINT FRANCIS HOSPITAL |
| 320 SHERMAN, EVANSTON | MULTIPLE FAMILY DWELLING | SAINT FRANCIS HOSPITAL |
| 316-318 SHERMAN, EVANSTON | APARTMENT BUILDING | SAINT FRANCIS HOSPITAL |
| 312 SHERMAN, EVANSTON | APARTMENT BUILDING | SAINT FRANCIS HOSPITAL |
| 7220 SEWARD, EVANSTON | MULTIPLE FAMILY DWELLING | SAINT FRANCIS HOSPITAL |
| 301 ELMWOOD, EVANSTON (1/2; other 1/2 is 743 Mul) | Apt Bldg SFR | SAINT FRANCIS HOSPITAL |
| 743 MULFORD, EVANSTON (1/2 of 301 Bldg) | Apt Bldg SFR | SAINT FRANCIS HOSPITAL |
| 729 MULFORD ST, EVANSTON | VACANT LOT - DEMO | SAINT FRANCIS HOSPITAL |
| 727 MULFORD, EVANSTON | ONE STORY RESIDENCE | SAINT FRANCIS HOSPITAL |
| 725 MULFORD, EVANSTON | ONE STORY RESIDENCE | SAINT FRANCIS HOSPITAL |
| 741 MULFORD, EVANSTON | MULTIPLE FAMILY DWELLING | SAINT FRANCIS HOSPITAL |
| 735 MULFORD, EVANSTON | VACANT LOT | SAINT FRANCIS HOSPITAL |
| 800 NORTH AUSTIN, EVANSTON | SF POB, WEST TOWER | SAINT FRANCIS HOSPITAL |
| 800 NORTH AUSTIN, EVANSTON | SF POB, EAST TOWER | SAINT FRANCIS HOSPITAL |
| 800 NORTH AUSTIN, EVANSTON | SF, MAIN HOSPITAL SITE | SAINT FRANCIS HOSPITAL |
| 7464 NORTH CLARK, CHICAGO* we lease | SF COMMUNITY HEALTH CENTER | SAINT FRANCIS HOSPITAL |
| 6051 N ORIOLE AVE, PARK RIDGE | VACANT LOT WEST OF RMC | RMC |
| 7262 WEST PETERSON, CHICAGO | Resurrection Retirement Community | RMC |
| 7435 WEST TALCOTT, CHICAGO | RMC CAMPUS, INCLUDING POB | RMC |
| 7370 WEST TALCOTT, CHICAGO | RLC & PROVINCIAL | RMC |
| 5900 NORTH ODELL, CHICAGO | APARTMENT BUILDING | RMC |
| 4900 NORTH CUMBERLAND, NORRIDGE | ICC CUMBERLAND | RMC |
| 3960 NORTH HARLEM or 7201 WEST IRVING PARK | ICC HARLEM | RMC |
| 480 NORTH WOLF, NORTHLAKE | VILLA SCALABRINI NRC | RESURRECTION SENIOR SERVICES |
| 420 NORTH WOLF, NORTHLAKE | CASA SAN CARLO RETIREMENT COMM. | RESURRECTION SENIOR SERVICES |
| 6024 NORTH ALBANY, CHICAGO | NORTHTOWN - PARKING | SAINT FRANCIS HOSPITAL |
| 6025 NORTH ALBANY, CHICAGO | NORTHTOWN - PARKING | SAINT FRANCIS HOSPITAL |
| 6021 NORTH ALBANY, CHICAGO | NORTHTOWN - PARKING | SAINT FRANCIS HOSPITAL |
| 6017 NORTH ALBANY, CHICAGO | NORTHTOWN - PARKING | SAINT FRANCIS HOSPITAL |
| 6015 NORTH ALBANY, CHICAGO | NORTHTOWN - PARKING | SAINT FRANCIS HOSPITAL |
| 3056 WEST PETERSON, CHICAGO | NORTHTOWN | SAINT FRANCIS HOSPITAL |
| 3050 WEST PETERSON, CHICAGO | NORTHTOWN | SAINT FRANCIS HOSPITAL |
| 3048 WEST PETERSON, CHICAGO | NORTHTOWN | SAINT FRANCIS HOSPITAL |
| 6800 WEST BELMONT, CHICAGO (DEDICH PER BH) | FAMILY MEDICAL CENTER BUILDING | RMC |
| 3214 NORTH OAK PARK, CHICAGO (DEDICH PER BH) | FAMILY MEDICAL CENTER ALLEY | RMC |
| 3804 NORTH CENTRAL, CHICAGO | CENTRAL / GRACE BUILDING AKTAR | RMC |

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| | 3800 NORTH CENTRAL,CHICAGO | CENTRAL / GRACE BUILDING AKTAR | RMC |
| | 5644 WEST ADDISON,CHICAGO | OLR PARKING STRUCTURE | OLRMC |
| | 5640 WEST ADDISON,CHICAGO | OLR PARKING STRUCTURE | OLRMC |
| | 5632 WEST ADDISON,CHICAGO | OLR PARKING STRUCTURE | OLRMC |
| | 5616 WEST ADDISON,CHICAGO | OLR PARKING STRUCTURE | OLRMC |
| | 3622 NORTH CENTRAL,CHICAGO | OLR PARKING | OLRMC |
| | 3624 NORTH CENTRAL,CHICAGO | OLR PARKING | OLRMC |
| | 3614 NORTH CENTRAL,CHICAGO(CANTINA LOT) | OLR PARKING(CANTINA LOT) | OLRMC |
| | 3610 NORTH CENTRAL,CHICAGO(CANTINA BLDG) | OLR PARKING(CANTINA LOT) | OLRMC |
| | 3602 NORTH CENTRAL,CHICAGO (5600 CENTRAL) | OLR POB | OLRMC |
| | 5622 WEST ADDISON,CHICAGO | OLR PARKING STRUCTURE | OLRMC |
| | 5652 WEST ADDISON,CHICAGO | OLR PARKING STRUCTURE | OLRMC |
| | 5745 WEST ADDISON,CHICAGO | WEST END OF FACILITY | OLRMC |
| | 5658 WEST EDDY,CHICAGO | BUNGALOW/5658 W. EDDY ST | OLRMC |
| | 5654 WEST EDDY,CHICAGO | PARKING, REAR OF FACILITY | OLRMC |
| | 5650 WEST EDDY,CHICAGO | PARKING, REAR OF FACILITY | OLRMC |
| | 5654 WEST EDDY,CHICAGO | PARKING, REAR OF FACILITY | OLRMC |
| | 5654 WEST EDDY,CHICAGO | PARKING, REAR OF FACILITY | OLRMC |
| | 5654 WEST EDDY,CHICAGO | PARKING, REAR OF FACILITY | OLRMC |
| | 5654 WEST EDDY,CHICAGO | PARKING, REAR OF FACILITY | OLRMC |
| | 5654 WEST EDDY,CHICAGO | REAR DRIVE | OLRMC |
| | 5630 WEST EDDY,CHICAGO | REAR OF FACILITY, LANDSCAPED | OLRMC |
| | 5630 WEST EDDY,CHICAGO | REAR OF FACILITY, LANDSCAPED | OLRMC |
| | 5630 WEST EDDY,CHICAGO | REAR OF FACILITY, LANDSCAPED | OLRMC |
| | 5630 WEST EDDY,CHICAGO | REAR OF FACILITY, LANDSCAPED | OLRMC |
| | 5630 WEST EDDY,CHICAGO | REAR OF FACILITY, LANDSCAPED | OLRMC |
| | 5630 WEST EDDY,CHICAGO | PARKING, REAR OF FACILITY | OLRMC |
| | 3554 NORTH CENTRAL,CHICAGO | FACILITY | OLRMC |
| | 3552 NORTH CENTRAL,CHICAGO | FACILITY | OLRMC |
| | 3550 NORTH CENTRAL,CHICAGO | FACILITY | OLRMC |
| | 3546 NORTH CENTRAL,CHICAGO | FACILITY | OLRMC |
| | 3544 NORTH CENTRAL,CHICAGO | FACILITY | OLRMC |
| | 3534 NORTH CENTRAL,CHICAGO | FACILITY | OLRMC |
| | 5633 WEST ADDISON,CHICAGO | FACILITY | OLRMC |
| | 3536 NORTH CENTRAL,CHICAGO | FACILITY | OLRMC |
| | 5655 WEST ADDISON,CHICAGO | PARKING, WEST OF FACILITY | OLRMC |
| | 5657 WEST ADDISON,CHICAGO | PARKING, WEST OF FACILITY | OLRMC |
| | 5647 WEST EDDY,CHICAGO | ONE STORY RESIDENCE - OLR | OLRMC |
| | 5641 WEST EDDY,CHICAGO | ONE STORY RESIDENCE - OLR | OLRMC |
| | 5633 WEST EDDY,CHICAGO | MULTIPLE FAMILY DWELLING - OLR | OLRMC |
| | 5627 WEST EDDY, CHICAGO | | OLRMC |
| | 5615 WEST EDDY,CHICAGO | ONE STORY RESIDENCE - OLR | OLRMC |
| | 3524 NORTH CENTRAL,CHICAGO | SR BONAVENTURE CHILDREN'S CENTER | OLRMC |
| | 3518 NORTH CENTRAL,CHICAGO | SR BONAVENTURE CHILDREN'S CENTER | OLRMC |
| | 3917 NORTH CENTRAL,CHICAGO | POB ANNEX | RMC |
| | 5310 WEST BELMONT,CHICAGO | PHYSICIAN OFFICES | SMEMC - STMARY |
| | 5308 WEST BELMONT,CHICAGO | PHYSICIAN OFFICES PARKING | SMEMC - STMARY |
| | 5306 WEST BELMONT,CHICAGO | PHYSICIAN OFFICES PARKING | SMEMC - STMARY |
| | 5304 WEST BELMONT,CHICAGO | PHYSICIAN OFFICES PARKING | SMEMC - STMARY |
| | 3924 WEST FULLERTON,CHICAGO | PATIENT CLINIC/PRIMECARE | SMEMC |
| | 3111 NORTH HARLEM, CHICAGO | SURGERY CENTER 1 STORY BUILDING | RMC |

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| 3109 NORTH HARLEM, CHICAGO | SURGERY CENTER 1 STORY BUILDING | RMC |
| 3107 NORTH HARLEM, CHICAGO | SURGERY CENTER 1 STORY BUILDING | RMC |
| 3105 NORTH HARLEM, CHICAGO | SURGERY CENTER 1 STORY BUILDING | RMC |
| 3101 NORTH HARLEM, CHICAGO | SURGERY CENTER 1 STORY BUILDING | RMC |
| 3116 NORTH NEVA, CHICAGO | SURGERY CENTER 3 STORY BUILDING | RMC |
| 3131 NORTH HARLEM, CHICAGO | SURGERY CENTER PARKING LOT | RMC |
| 2433 NORTH HARLEM, CHICAGO | GRAND / HARLEM BUILDING | RMC |
| 7177 WEST ALTGELD, CHICAGO | GRAND / HARLEM PARKING LOT | RMC |
| 2830 NORTH SHERIDAN, CHICAGO | CHICAGO NORTHSIDE MRI - PARKING | CHICAGO NORTHSIDE MRI CENTER |
| 2824 NORTH SHERIDAN, CHICAGO | CHICAGO NORTHSIDE MRI - PARKING | CHICAGO NORTHSIDE MRI CENTER |
| 2820 NORTH SHERIDAN, CHICAGO | CHICAGO NORTHSIDE MRI - FACILITY | CHICAGO NORTHSIDE MRI CENTER |
| 410 WEST DIVERSEY, CHICAGO | STONE MEDICAL BUILDING | SAINT JOSEPH HOSPITAL |
| 2930 NORTH LAKE SHORE DRIVE, CHICAGO | HOSPITAL PARKING GARAGE | SAINT JOSEPH HOSPITAL |
| 300 WEST DIVERSEY, CHICAGO | HOSPITAL PARKING GARAGE | SAINT JOSEPH HOSPITAL |
| 2900 NORTH SHERIDAN, CHICAGO | PARKING LOT | SETON |
| 2801 NORTH LAKE SHORE DRIVE, CHICAGO | HOSPITAL | SAINT JOSEPH HOSPITAL |
| 828 WEST DIVERSEY, CHICAGO | PHYSICIAN OFFICES STJOE6 | SAINT JOSEPH HOSPITAL |
| 1806 BROADWAY, MELROSE PARK | VACANT | RESURRECTION SERVICES |
| 1808 BROADWAY, MELROSE PARK | VACANT MOB | RESURRECTION SERVICES |
| 1808 BROADWAY, MELROSE PARK | VACANT | RESURRECTION SERVICES |
| 1812 BROADWAY, MELROSE PARK | VACANT | RESURRECTION SERVICES |
| 330 EASTERN AVE, BELLWOOD IL | PROCARE CHILDRENS CNTR | Proviso Family Services |
| 170 N 23RD, MELROSE PARK, IL 60160 | PROCARE GROUP HOME | Proviso Family Services |
| 1919 MAIN ST., MELROSE PK., IL 60160 | PROCARE RESIDENTIAL HOME | Proviso Family Services |
| 1412 MAIN STREET, MELROSE PK, IL | PROCARE CRISIS CNTR OUTPATIENT COUNSELING | Proviso Family Services |
| 1414 MAIN STREET, MELROSE PK, IL | PROCARE CRISIS CNTR OUTPATIENT COUNSELING | Proviso Family Services |
| 1412 MAIN STREET, MELROSE PK, IL | PROCARE CRISIS CNTR OUTPATIENT COUNSELING | Proviso Family Services |
| 611 N 2ND AVE., MAYWOOD, IL 60153 | PROCARE GROUP HOME | Proviso Family Services |
| 611 N 2ND AVE., MAYWOOD, IL 60153 | PROCARE GROUP HOME | Proviso Family Services |
| 117 S 6TH AVE, MAYWOOD, IL | PROCARE RESIDENTIAL HOME | Proviso Family Services |
| 119 S 6TH AVE, MAYWOOD, IL | PROCARE RESIDENTIAL HOME | Proviso Family Services |
| 537 DESPLAINES AVE, FOREST PARK IL | PROCARE CILA GROUP HOME | Proviso Family Services |
| 1820 S. 25TH AVE., BROADVIEW, IL 60155 | PROCARE ADMINISTRATIVE OFFICES | Proviso Family Services |
| 1820 S. 25TH AVE., BROADVIEW, IL 60155 | PROCARE ADMINISTRATIVE OFFICES | Proviso Family Services |
| 1820 S. 25TH AVE., BROADVIEW, IL 60155 | PROCARE ADMINISTRATIVE OFFICES | Proviso Family Services |
| 1820 S. 25TH AVE., BROADVIEW, IL 60155 | PROCARE ADMINISTRATIVE OFFICES | Proviso Family Services |
| 1820 S. 25TH AVE., BROADVIEW, IL 60155 | PROCARE ADMINISTRATIVE OFFICES | Proviso Family Services |
| 9855 ROOSEVELT RD., WESTCHESTER, IL 60154 | PROCARE OTF COUNSELING CNTR | Proviso Family Services |
| 9855 ROOSEVELT RD., WESTCHESTER, IL 60154 | PROCARE OTF COUNSELING CNTR | Proviso Family Services |
| 9855 ROOSEVELT RD., WESTCHESTER, IL 60154 | PROCARE OTF COUNSELING CNTR | Proviso Family Services |
| 9855 ROOSEVELT RD., WESTCHESTER, IL 60154 | PROCARE OTF COUNSELING CNTR | Proviso Family Services |
| 9845 ROOSEVELT RD, WESTCHESTER | PROCARE COUNSELING CNTR | Proviso Family Services |
| 1571 WEST OGDEN, LAGRANGE PARK | BETHLEHEM WOODS RC - BUILDING | SENIOR SERVICES |
| 1529 WEST OGDEN, LAGRANGE PARK | BETHLEHEM WOODS RC - BUILDING | SENIOR SERVICES |
| 1571 WEST OGDEN, LAGRANGE PARK | BETHLEHEM WOODS RC - LAND | SENIOR SERVICES |
| 1529 WEST OGDEN, LAGRANGE PARK | BETHLEHEM WOODS RC - BUILDING | SENIOR SERVICES |
| 1433 CUYLER AVE. | BERWYN-per BH vacant property 9/13/07 | PROCARE |
| 735 WEST NORTH AVENUE, CHICAGO | SETON CLINIC - PARKING | RESURRECTION SERVICES |
| 731 WEST NORTH AVENUE, CHICAGO | SETON CLINIC - PARKING | RESURRECTION SERVICES |
| 729 WEST NORTH AVENUE, CHICAGO | SETON CLINIC - PARKING | RESURRECTION SERVICES |
| 727 WEST NORTH AVENUE, CHICAGO | SETON CLINIC - PARKING | RESURRECTION SERVICES |
| 723 WEST NORTH AVENUE, CHICAGO | SETON CLINIC - PARKING | RESURRECTION SERVICES |

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| 1544 N. BURLING, CHICAGO | SETON CLINIC - PARKING | RESURRECTION SERVICES |
| 715 WEST NORTH AVENUE, CHICAGO | SETON CLINIC - PARKING | RESURRECTION SERVICES |
| 713 WEST NORTH AVENUE, CHICAGO | SETON CLINIC | RESURRECTION SERVICES |
| 709 WEST NORTH AVENUE, CHICAGO | SETON CLINIC | RESURRECTION SERVICES |
| 707 WEST NORTH AVENUE, CHICAGO | SETON CLINIC | RESURRECTION SERVICES |
| 705 WEST NORTH AVENUE, CHICAGO | SETON CLINIC | RESURRECTION SERVICES |
| 1545 N. BURLING, CHICAGO | SETON CLINIC - PARKING | RESURRECTION SERVICES |
| 1543 N. BURLING, CHICAGO | SETON CLINIC - PARKING | RESURRECTION SERVICES |
| 1537 NORTH ORCHARD, CHICAGO | SETON CLINIC | RESURRECTION SERVICES |
| 1560 NORTH ORCHARD, CHICAGO | SETON CLINIC | RESURRECTION SERVICES |
| 1558 NORTH ORCHARD, CHICAGO | SETON CLINIC - PARKING | RESURRECTION SERVICES |
| 857 WEST NORTH AVENUE, CHICAGO | SETON CLINIC - PARKING | RESURRECTION SERVICES |
| 1563 NORTH ORCHARD, CHICAGO | SETON CLINIC - PARKING | RESURRECTION SERVICES |
| 1561 NORTH ORCHARD, CHICAGO | SETON CLINIC - PARKING | RESURRECTION SERVICES |
| 1559 NORTH ORCHARD, CHICAGO | SETON CLINIC - PARKING | RESURRECTION SERVICES |
| 1535 N. ORCHARD, NORTH CHICAGO | SETON CLINIC - PARKING | RESURRECTION SERVICES |
| 1433 NORTH WESTERN, CHICAGO | PARKING LOT | SMEMC - STELIZ |
| 1431 NORTH WESTERN, CHICAGO | PARKING LOT | SMEMC - STELIZ |
| 1431 NORTH WESTERN, CHICAGO | PARKING LOT | SMEMC - STELIZ |
| 1431 NORTH WESTERN, CHICAGO | PARKING LOT | SMEMC - STELIZ |
| 1431 NORTH WESTERN, CHICAGO | PARKING LOT | SMEMC - STELIZ |
| 1431 NORTH WESTERN, CHICAGO | PARKING LOT | SMEMC - STELIZ |
| 1421 NORTH WESTERN, CHICAGO | PARKING LOT | SMEMC - STELIZ |
| 1419 NORTH WESTERN, CHICAGO | PARKING LOT | SMEMC - STELIZ |
| 1417 NORTH WESTERN, CHICAGO | PARKING LOT | SMEMC - STELIZ |
| 1415 NORTH WESTERN, CHICAGO | PARKING GARAGE | SMEMC - STELIZ |
| 1413 NORTH WESTERN, CHICAGO | PARKING GARAGE | SMEMC - STELIZ |
| 1411 NORTH WESTERN, CHICAGO | PARKING GARAGE | SMEMC - STELIZ |
| 1409 NORTH WESTERN, CHICAGO | PARKING GARAGE | SMEMC - STELIZ |
| 1409 NORTH WESTERN, CHICAGO | PARKING GARAGE | SMEMC - STELIZ |
| 1403 NORTH WESTERN, CHICAGO | PARKING GARAGE | SMEMC - STELIZ |
| 1430 NORTH CLAREMONT, CHICAGO | PARKING LOT | SMEMC - STELIZ |
| 1428 NORTH CLAREMONT, CHICAGO | PARKING LOT | SMEMC - STELIZ |
| 1426 NORTH CLAREMONT, CHICAGO | PARKING LOT | SMEMC - STELIZ |
| 1424 NORTH CLAREMONT, CHICAGO | PARKING LOT | SMEMC - STELIZ |
| 1422 NORTH CLAREMONT, CHICAGO | PARKING LOT | SMEMC - STELIZ |
| 1420 NORTH CLAREMONT, CHICAGO | PARKING LOT | SMEMC - STELIZ |
| 1418 NORTH CLAREMONT, CHICAGO | PARKING LOT | SMEMC - STELIZ |
| 1416 NORTH CLAREMONT, CHICAGO | DRIVEWAY | SMEMC - STELIZ |
| 1414 NORTH CLAREMONT, CHICAGO | DRIVEWAY | SMEMC - STELIZ |
| 1412 NORTH CLAREMONT, CHICAGO | DRIVEWAY | SMEMC - STELIZ |
| 1410 NORTH CLAREMONT, CHICAGO | DRIVEWAY | SMEMC - STELIZ |
| 1408 NORTH CLAREMONT, CHICAGO | DRIVEWAY | SMEMC - STELIZ |
| 1406 NORTH CLAREMONT, CHICAGO | DRIVEWAY | SMEMC - STELIZ |
| 1404 NORTH CLAREMONT, CHICAGO | DRIVEWAY | SMEMC - STELIZ |
| 1402 NORTH CLAREMONT, CHICAGO | DRIVEWAY | SMEMC - STELIZ |
| 1400 NORTH CLAREMONT, CHICAGO | PARKING LOT | SMEMC - STELIZ |
| 1423 NORTH WESTERN, CHICAGO | PROFESSIONAL OFFICE BUILDING | SMEMC - STELIZ |
| 1431 NORTH CLAREMONT, CHICAGO | HOSPITAL | SMEMC - STELIZ |
| 1259 NORTH OAKLEY, CHICAGO | HOSPITAL CAMPUS PARKING | SMEMC - STMARY |
| 1255 NORTH OAKLEY, CHICAGO | HOSPITAL CAMPUS PARKING | SMEMC - STMARY |
| 1253 NORTH OAKLEY, CHICAGO | HOSPITAL CAMPUS PARKING | SMEMC - STMARY |

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| 1251 NORTH OAKLEY, CHICAGO | HOSPITAL CAMPUS PARKING | SMEMC - STMARY |
| 2245 WEST POTOMAC, CHICAGO | HOSPITAL CAMPUS PARKING | SMEMC - STMARY |
| 2258 WEST DIVISION, CHICAGO | HOSPITAL CAMPUS PARKING | SMEMC - STMARY |
| 2254 WEST DIVISION, CHICAGO | HOSPITAL CAMPUS PARKING | SMEMC - STMARY |
| 2252 WEST DIVISION, CHICAGO | HOSPITAL CAMPUS PARKING | SMEMC - STMARY |
| 2250 WEST DIVISION, CHICAGO | HOSPITAL CAMPUS PARKING | SMEMC - STMARY |
| 1238 NORTH BELL, CHICAGO | HOSPITAL CAMPUS PARKING | SMEMC - STMARY |
| 2240 WEST DIVISION, CHICAGO | HOSPITAL CAMPUS PARKING | SMEMC - STMARY |
| 1229 NORTH OAKLEY, CHICAGO | HOSPITAL CAMPUS PARKING | SMEMC - STMARY |
| 1249 NORTH OAKLEY, CHICAGO | HOSPITAL CAMPUS PARKING | SMEMC - STMARY |
| 1219 NORTH OAKLEY, CHICAGO | HOSPITAL CAMPUS PARKING | SMEMC - STMARY |
| 1248 NORTH BELL, CHICAGO | HOSPITAL CAMPUS PARKING | SMEMC - STMARY |
| 1253 NORTH BELL, CHICAGO | POB PARKING | SMEMC - STMARY |
| 1243 NORTH BELL, CHICAGO | PROFESSIONAL OFFICE BUILDING | SMEMC - STMARY |
| 1232 NORTH LEAVITT, CHICAGO | HOSPITAL CAMPUS PARKING | SMEMC - STMARY |
| 1228 NORTH LEAVITT, CHICAGO | HOSPITAL CAMPUS PARKING | SMEMC - STMARY |
| 1226 NORTH LEAVITT, CHICAGO | HOSPITAL CAMPUS PARKING | SMEMC - STMARY |
| 1224 NORTH LEAVITT, CHICAGO | HOSPITAL CAMPUS PARKING | SMEMC - STMARY |
| 1222 NORTH LEAVITT, CHICAGO | HOSPITAL CAMPUS PARKING | SMEMC - STMARY |
| 1220 NORTH LEAVITT, CHICAGO | HOSPITAL CAMPUS PARKING | SMEMC - STMARY |
| 1216 NORTH LEAVITT, CHICAGO | HOSPITAL CAMPUS PARKING | SMEMC - STMARY |
| 1218 NORTH LEAVITT, CHICAGO | HOSPITAL CAMPUS PARKING | SMEMC - STMARY |
| 2208 WEST DIVISION, CHICAGO | HOSPITAL CAMPUS PARKING | SMEMC - STMARY |
| 2204 WEST DIVISION, CHICAGO | HOSPITAL CAMPUS PARKING | SMEMC - STMARY |
| 2200 WEST DIVISION, CHICAGO | HOSPITAL CAMPUS PARKING | SMEMC - STMARY |
| 1230 NORTH BELL, CHICAGO | PROFESSIONAL OFFICE BUILDING | SMEMC - STMARY |
| 1249 NORTH BELL, CHICAGO | POB PARKING | SMEMC - STMARY |
| 2222 WEST DIVISION, CHICAGO | PROFESSIONAL OFFICE BUILDING STMARY | SMEMC - STMARY |
| 1260 NORTH LEAVITT, CHICAGO | HOSPITAL CAMPUS PARKING | SMEMC - STMARY |
| 2233 WEST DIVISION, CHICAGO | HOSPITAL | SMEMC - STMARY |
| 9000 SOUTH STONEY ISLAND, CHICAGO | PHYSICIAN OFFICES | SAINT JOSEPH HOSPITAL |
| 9002 SOUTH STONEY ISLAND, CHICAGO | PHYSICIAN OFFICES | SAINT JOSEPH HOSPITAL |
| 9004 SOUTH STONEY ISLAND, CHICAGO | PHYSICIAN OFFICES | SAINT JOSEPH HOSPITAL |

Schedule 9.10(b)

Resurrection Exceptions to Owned Real Property

None, other than non-material matters relating to Resurrection Owned Real Property that are resolved or expected to be resolved without a Material Adverse Change.

Schedule 9.10(c)

Resurrection Owned Real Property Compliance

None, other than the storage tank information and related recording information shared between the Parties in due diligence.

Schedule 9.10(d)

Resurrection Owned Real Property Environmental Law Compliance

None.

Schedule 9.11(a)

Resurrection Leases

Third Party leases with Resurrection Entity as Tenant

| Tenant | Address |
|--------------------------------------|---------------------------------------------------------|
| Resurrection Health Care Corporation | 6974 N. Clark Street Chicago, IL |
| Resurrection Services | 1525 W. Belmont Avenue Chicago, IL |
| Resurrection Services | 5140 N. California Avenue, Suite 405, Chicago, IL |
| Resurrection Services | 5251 N. Milwaukee Avenue, Chicago, IL |
| Resurrection Services | 770 East Northwest Highway Mount Prospect, IL |
| Resurrection Services | 1461 Elinwood Avenue, Des Plaines, IL |

Schedule 9.12

Resurrection Title to Assets

None.

Schedule 9.15

Resurrection Insurance

None.

Schedule 9.16

Resurrection Tax Returns

None.

Schedule 9.18(a)

Resurrection ERISA Plans

West Suburban Health Care Retirement Income Plan (a defined benefit pension plan for employees of this former hospital in the Resurrection system. This plan was frozen in 2001.)

Any other plan of Resurrection that might otherwise be subject to the Code Section 412 and ERISA Section 302 funding rules is a church plan and is not subject to these funding rules by virtue of church plan status.

Schedule 9.18(b)

Resurrection Benefit Plan Compliance

None.

Schedule 9.19

Resurrection Payment Programs

(a) – (e), (g) – (h) None.

(f) No matters are known or threatened that would adversely affect Resurrection's participation in the Resurrection Payment Programs.

Schedule 9.20

Resurrection Accreditations

(a) – (b) None.

(c) One (1) hospital residency program was reviewed by ACGME for certain specific issues in January 2010. The hospital has not yet received written confirmation regarding ACGME's determination regarding its review. However, the hospital is not aware of any continuing issues or concerns, and the program's accreditation remains in effect.

Schedule 9.21

Resurrection Compliance Program

(a), (c)-(f) None, other than ordinary course matters that have been resolved or are expected to be resolved without a Material Adverse Change, and matters otherwise disclosed in due diligence.

(b) As part of the settlement of *Niewinski v. Resurrection Health Care*, a class action suit regarding a Resurrection financial assistance program, Resurrection has provided reports to the Illinois Attorney General's Office. The most recent report was provided in October 2010.

Schedule 9.23

Resurrection Medical Staff Matters

None, other than matters not anticipated to result in a Material Adverse Change.

Schedule 10.1(a)

Changes to Governing Documents

Provena

None.

Resurrection

The governing documents of Cana West Ministry Services will be amended and restated to change the name of the corporation to Resurrection University and otherwise to accomplish the organizational restructuring of the University as a separate legal entity effective July 1, 2011.