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Clare Connor Ranalli  
Attorney at Law  
cranalli@mwe.com  
+1 312 984 3365

May 24, 2013

**VIA OVERNIGHT MAIL**

Mr. Mike Constantino  
Illinois Health Facilities & Services Review Board  
525 W. Jefferson Street, 2nd Floor  
Springfield, Illinois 62761

Re: Rush Oak Park Hospital/E007-013

Dear Mike:

Enclosed for submission with the above referenced exemption application is a fully executed Transfer of Membership Agreement. If you have any questions or concerns do not hesitate to contact me. Thank you.

Sincerely,

  
Clare C. Ranalli

Enclosure

cc: Courtney Avery, Administrator, HFSRB (*via e-mail*)  
Anne M. Murphy, General Counsel and Senior Vice President Legal Affairs,  
Rush University Medical Center (*via e-mail*)  
Robert Spadoni, Vice President and Associate General Counsel, Rush University  
Medical Center (*via e-mail*)  
Sarah Herzog, Senior Vice President and General Counsel, Wheaton Franciscan  
Services, Inc. (*via e-mail*)

**RECEIVED**

MAY 28 2013

HEALTH FACILITIES &  
SERVICES REVIEW BOARD

**CHANGE OF MEMBERSHIP AGREEMENT**

**BY AND AMONG**

**RUSH OAK PARK HOSPITAL, INC.**

**SYNERGON HEALTH SYSTEM, INC.**

**RUSH UNIVERSITY MEDICAL CENTER**

**OSF SERVICES, INC.**

**AND**

**WHEATON FRANCISCAN SERVICES, INC.**

**MAY 23, 2013**

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## CHANGE OF MEMBERSHIP AGREEMENT

This **CHANGE OF MEMBERSHIP AGREEMENT** (this "**Agreement**") is made and entered into as of May 23, 2013 (the "**Execution Date**"), by and among Rush Oak Park Hospital, Inc., an Illinois not-for-profit corporation ("**ROPH**"), Synergon Health System, Inc., an Illinois not-for-profit corporation ("**Synergon**"), Rush University Medical Center, an Illinois not-for-profit corporation ("**RUMC**"), OSF Services, Inc., a Wisconsin nonstock corporation ("**OSFSI**") and Wheaton Franciscan Services, Inc. ("**WFSI**"), an Illinois not-for-profit corporation. ROPH, Synergon, OSFSI, RUMC and WFSI are each referred to individually herein as a "**Party**" and, collectively, as the "**Parties**" to this Agreement. Certain defined terms referenced herein are located in Article 15, Definitions.

### RECITALS

**WHEREAS**, ROPH is an acute care hospital serving Chicago's near western suburbs;

**WHEREAS**, Synergon and OSFSI are the managing and corporate members (respectively) of ROPH (together, the "**Current ROPH Members**");

**WHEREAS**, RUMC and OSFSI are the corporate members of Synergon (together, the "**Synergon Members**");

**WHEREAS**, WFSI is the corporate parent of OSFSI;

**WHEREAS**, the operations of Synergon and the actions to be taken by the Synergon Members in the case of a change of membership of ROPH are described in that certain Amended and Restated Integration Agreement and Venture Agreement by and among Synergon, RUMC and WFSI, dated October 1, 1997 (the "**Venture Agreement**");

**WHEREAS**, the Current ROPH Members have determined that it is in the best interest of ROPH for there to be a change of corporate member of ROPH, and the Synergon Members have determined that it is in the best interest of Synergon for there to be a change of corporate member of Synergon, and that such changes of membership shall be effectuated in a manner that complies with the terms and conditions of this Agreement and the Venture Agreement (the "**Transactions**"); 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 hereby acknowledged, the Parties agree as follows:

## ARTICLE 1

### 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:

**1.1** Amending and restating the organizational documents of ROPH to provide that RUMC shall be the sole corporate member of ROPH;

**1.2** Amending and restating the organizational documents of Synergon to provide that RUMC shall be the sole corporate member of Synergon; and

**1.3** Transferring to WFSI the current balance of the funds held in that certain Synergon capital account designated for WFSI as of the Closing (the “**WFSI Account**”), consistent with Section 6.1(2) of the Venture Agreement.

## ARTICLE 2

### TRANSACTION IMPLEMENTATION

#### **2.1 Change of Membership, Governance and Management of ROPH.**

(a) **Change of Corporate Member.** From and after the Effective Date, RUMC shall serve as the sole corporate member of ROPH. Accordingly, on or before the Closing Date (as herein defined), ROPH shall amend and restate its Articles of Incorporation in substantially the form attached at Exhibit A (the “**Amended ROPH Articles**”) and amend and restate its Bylaws, in substantially the form attached at Exhibit B (the “**Amended ROPH Bylaws**,” which, along with Amended ROPH Articles, are collectively referred to as the “**Amended ROPH Governing Documents**”). The Amended ROPH Governing Documents shall reflect: (a) the governance and operational changes described in this Article 2; (b) the terms of this Agreement, as appropriate and necessary; and (c) any and all other changes as may be agreed upon by the Parties. On or before the Closing Date, ROPH shall file the Amended ROPH Articles with the Illinois Secretary of State to be effective on the Effective Date.

(b) **Governance of ROPH.** Effective as of the Effective Date, ROPH shall reconstitute its Board of Directors in accordance with Amended ROPH Governing Documents, so that the business and affairs of ROPH shall be governed by a Board of Directors (the “**New ROPH Board**”), which New ROPH Board shall consist of individuals appointed by RUMC to serve, as further described in the Amended ROPH Bylaws.

(i) The members of the New ROPH Board shall be appointed in accordance with the Amended ROPH Bylaws. Each of the directors appointed to the New ROPH Board shall have the appropriate background and experience to effectively govern ROPH.

(ii) On or before the Closing Date, all directors, officers and committee members of the then-current ROPH Board of Directors, other than those whom

RUMC desires to continue to serve in such capacities following the Effective Date, shall submit their written resignations to RUMC, to be effective as of the Effective Date.

(iii) RUMC shall retain certain reserved powers over ROPH, as set forth in the Amended ROPH Bylaws.

(c) **Management of ROPH.** The initial Chief Executive Officer of ROPH (the “**ROPH CEO**”) shall be identified prior to the Closing Date. The ROPH CEO shall consult with the New ROPH Board to select certain members of the senior leadership team of ROPH, effective as of the Effective Date.

## **2.2 Change of Membership, Governance and Management of Synergion.**

(a) **Change of Corporate Member.** From and after the Effective Date, RUMC shall serve as the sole corporate member of Synergion. Accordingly, on or before the Closing Date, Synergion shall amend and restate its Articles of Incorporation in substantially the form attached at Exhibit C (the “**Amended Synergion Articles**”) and amend and restate its Bylaws, in substantially the form attached at Exhibit D (the “**Amended Synergion Bylaws,**” which, along with the Amended Synergion Articles, are collectively referred to as the “**Amended Synergion Governing Documents**”). The Amended Synergion Governing Documents shall reflect that RUMC is the sole member of Synergion and make other related changes to fulfill the terms and conditions of this Agreement. On or before the Closing Date, Synergion shall file the Amended Synergion Articles with the Illinois Secretary of State to be effective on the Effective Date.

(b) **Governance of Synergion.** Effective as of the Effective Date, the Board of Directors of Synergion shall reconstitute and shall be comprised of individuals appointed by RUMC to serve, as set forth in the Amended Synergion Bylaws. On or before the Closing Date, all directors, officers and committee members of Synergion, other than those who RUMC desires to continue to serve in such capacities following the Effective Date, shall submit their written resignations to RUMC, to be effective as of the Effective Date. The newly constituted Board of Synergion shall be charged primarily with winding up affairs of Synergion in a prompt, efficient manner.

## **ARTICLE 3**

### **EFFECT OF THE TRANSACTION**

**3.1 Corporate Maintenance; Ownership of Assets.** Unless otherwise provided in this Agreement, ROPH and Synergion will remain separate corporate entities as of the Effective Date. The Transactions contemplated hereby shall not, in and of themselves, effect the transfer or conveyance of the assets of ROPH or Synergion.

**3.2 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 ROPH or Synergion 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.

**3.3 Donor Restricted Funds.** Following the Effective Date, bequests, gifts and endowments of ROPH or Synergon that are restricted as to use or manner of investment shall continue to be so restricted, shall continue to be owned by the entity to which they were donated, and RUMC shall honor the donative intent with respect thereto.

**3.4 Catholic Identity; Relatedness of the Parties.** Effective as of the Effective Date, ROPH shall no longer be operated as a Catholic facility, and will have no affiliation with the Archdiocese of Chicago or the Roman Catholic Church. Notwithstanding the foregoing, RUMC and ROPH acknowledge the statement of intentions of the Parties regarding certain operational matters as set forth on Exhibit E (“**Statement of Intentions**”). The Parties shall, as of the Effective Date, discontinue all references to their affiliation with WFSI and OSFSI except for references made in relation to historical references, financial reports or other business reports made in relation to pre-Closing time periods and as may otherwise be required by law.

**3.5 Excluded Assets.** Prior to the Closing Date, the Parties will specify if any assets are to be excluded from the Transaction and if so, the plan for disposition. The Parties do not contemplate that any material assets of ROPH (other than the Sacred Objects identified on Schedule 10.1(d)) or Synergon will be excluded from the Transaction.

**3.6 Venture Agreement.** Effective as of the Effective Date, the Venture Agreement shall be of no further force and effect, and its terms and conditions shall be superseded by the terms and conditions of this Agreement. Each Party shall forever release and hold harmless the other Parties for any claims made against them in relation to the Venture Agreement.

**3.7 Continuation of Collaborative Management Structure.** Effective as of the Effective Date, the existing collaborative management structure between ROPH and RUMC shall be maintained, and services provided between the ROPH and RUMC (including those related to financial procedures and processes) will remain unchanged.

## ARTICLE 4

### EFFECTS ON OPERATIONS

**4.1 Financing.** Except as set forth on Schedule 4.1, as of the Effective Date there will be no change to the existing bond or other indebtedness of RUMC, ROPH or Synergon (the “**Outstanding Debt**”). ROPH and Synergon agree to act consistently with the terms of the Outstanding Debt and all of RUMC’s outstanding master trust indentures and other financing documents, to the extent required.

**4.2 Separate Medical Staffs.** The Parties anticipate that as a result of the Transaction, there will be numerous opportunities for collaboration on clinical issues and initiatives by members of the RUMC and ROPH Medical Staffs. However, on and after the Effective Date, the Medical Staff of each of RUMC and ROPH 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 RUMC or ROPH Medical Staffs on the Closing Date; (b) the medical staff bylaws, rules and regulations, or credentialing procedures of the RUMC or ROPH Medical Staffs in effect on the Closing Date; or (c) any agreements with physician members of the RUMC or ROPH Medical Staffs, whether as employees or independent contractors, subject to regulatory due diligence. 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 either of the RUMC or ROPH Medical Staffs.

**4.3 Continuation of Services.** It is anticipated that, for a period of at least one (1) year following the Effective Date, there will be no material reduction in the types of clinical services provided at ROPH, or the bed complement in effect as of the Effective Date.

**4.4 Employees.** As of the Effective Date, it is anticipated that clinical and non-clinical employees of ROPH will remain employees of their current employer, in positions and at compensation levels substantially the same as immediately prior to the Closing Date. The transition of employee benefits obtained through WFSI or OSFSI shall be coordinated among the Parties in accordance with the Benefits Transition Plan attached hereto as Exhibit F.

**4.5 Contracts.** Except as otherwise specified in this Agreement or agreed by one or both of RUMC and ROPH and their respective vendors, existing contractual arrangements, including physician agreements, will be maintained in effect following the Effective Date, subject to regulatory due diligence.

**4.6 Charity Care and Other Policies.** Except as otherwise specified in this Agreement or agreed by one or both of RUMC and ROPH, each of RUMC and ROPH shall maintain their current charity care policies and procedures after Closing.

## ARTICLE 5

### REPRESENTATIONS AND WARRANTIES OF ROPH

ROPH hereby gives, as of the Execution Date and as of the Closing Date, to the other Parties, the representations and warranties set forth in this Article 5.

#### **5.1 Due Organization; Good Standing; Power.**

(a) ROPH 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. As of the date hereof, ROPH is included in the "group ruling" of the Catholic Church as an organization identified in the Official Catholic Directory.

(b) Except as set forth on Schedule 5.1(b), ROPH is duly formed, validly existing and in good standing under the laws of its 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. ROPH 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.

## **5.2 Corporate Authority.**

(a) ROPH 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**”). ROPH has full corporate power and authority to enter into and to perform its obligations under any Transaction Documents to which it is a party.

(b) The execution, delivery and performance of the Transaction Documents by ROPH has been duly and properly authorized by all necessary corporate action in accordance with its articles of incorporation and bylaws.

(c) Assuming the valid authorization, execution and delivery of the same by the parties to the Transaction Documents, the Transaction Documents constitute the valid and legally binding obligation of ROPH, enforceable against it 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.

## **5.3 No Violation; Approvals.**

(a) Except as set forth in Schedule 5.3(a), the execution, delivery and performance of the Transaction Documents by ROPH 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 ROPH, 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 ROPH 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 5.3(b) or Article 10, 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 ROPH of the Transaction Documents or the consummation of the Transactions contemplated or required hereby.

**5.4 ROPH Affiliates and ROPH Joint Ventures.** ROPH has neither Affiliates nor Joint Ventures.

## **5.5 Financial Statements.**

(a) ROPH has delivered to the Parties true and correct copies of: (i) its audited financial statements for the two (2) years ended June 30, 2012 and 2011 (collectively, the “**ROPH Audited Financial Statements**”); and (ii) its unaudited financial statements for the interim period from June 30, 2012 through the most recent month-end date for which financial

statements were available prior to the Execution Date (collectively, the “**ROPH Unaudited Financial Statements**” and together with the ROPH Audited Financial Statements, the “**ROPH Financial Statements**”).

(b) The ROPH Financial Statements are: (i) true and correct in all material respects and present fairly the consolidated financial position of ROPH and the results of its 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 5.5(b); and (B) that the ROPH Unaudited Financial Statements do not contain footnotes and other year-end adjustments required to comply with generally accepted accounting principles (“**GAAP**”).

(c) Except as set forth in Schedule 5.5(c), from and after the most recent month-end date of the ROPH Unaudited Financial Statements, ROPH 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 5.5(d), ROPH has 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 ROPH Financial Statements.

**5.6 Interim Changes.** Since the most recent month-end date of the ROPH Unaudited Financial Statements, ROPH has conducted its 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 5.6, there has not been, after the date of the most recent month-end date of the ROPH Unaudited Financial Statements:

- (a) Any Material Adverse Change in ROPH;
- (b) Any material disposition by ROPH of any property, rights or other assets owned by or employed in the operation of ROPH, 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 ROPH;
- (d) Any material damage, destruction or other casualty loss affecting the tangible assets of ROPH; or

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

**5.7 Legal Proceedings.** Except as disclosed on Schedule 5.7, ROPH is not a defendant in, or, to the Knowledge of ROPH, 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 ROPH or adversely affect the ability of ROPH to perform its obligations under the Transaction Documents. Except as disclosed on Schedule 5.7, ROPH has not 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, which could result in a Material Adverse Change in ROPH’s operations.

**5.8 Licenses and Permits.** Schedule 5.8 identifies each governmental license, permit, certificate, accreditation, consent and approval held by ROPH (collectively, the “**ROPH Licenses and Permits**”). ROPH is in compliance with all ROPH Licenses and Permits, noncompliance with which could result in a Material Adverse Change in its business. The ROPH Licenses and Permits held by ROPH are current, unrestricted and valid.

**5.9 Disclosure; No Material Omissions.**

(a) The representations and warranties of ROPH 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) ROPH has responded (or is continuing to respond as of the date hereof) in all material respects to the other Parties’ requests for information and documentation as part of their due diligence review of the business, operations, assets and liabilities in relation to the Transaction. ROPH has not knowingly omitted any material information relating to its businesses, operations, assets or liabilities in its responses to the other Parties’ requests.

**5.10 Compliance with Law.** Except as set forth on Schedule 5.10, or in a writing provided to RUMC, to the Knowledge of ROPH, ROPH is in material compliance with all Applicable Laws, including, without limitation, all Health Care Laws.

**5.11 Owned Real Property.**

(a) Schedule 5.11(a) lists all real property owned by ROPH by common address and property identification number (the “**ROPH Owned Real Property**”).

**(b)** Except as set forth on Schedule 5.11(b), ROPH is the sole and exclusive owner of all right, title and interest in and has good and marketable fee simple title to the ROPH 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 (as defined herein). There are no outstanding options, rights of first refusal or rights of first offer to purchase any ROPH Owned Real Property or any portion thereof or interest therein. Except as described on Schedule 5.11(b), with respect to the ROPH Owned Real Property:

**(i)** ROPH has not received during the past three (3) years notice of a violation of any Applicable Laws with respect to the ROPH Owned Real Property, and ROPH has not received notice of condemnation, lien, assessment or the like relating to any part of the ROPH Owned Real Property or the operation thereof;

**(ii)** Except for ROPH, there are no tenants or other persons or entities occupying any space in the ROPH Owned Real Property, or claiming any possession, adverse or not, to any portion of the ROPH 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 ROPH (or in the case of a sublease, a tenant of ROPH, pursuant to a sublease approved by ROPH);

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

**(iv)** ROPH has not received notice that the status of any ROPH 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 ROPH, have been issued for the ROPH Owned Real Property, have been paid for, are in full force and effect, and, to the Knowledge of ROPH, will not be invalidated, violated or otherwise adversely affected by the Transactions contemplated by the Transaction Documents.

**(c)** Except as set forth on Schedule 5.11(c): (i) the ROPH Owned Real Property is not in material violation of any Environmental Laws; (ii) ROPH has 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 ROPH Owned Real Property under or pursuant to any Environmental Law; (iii) ROPH has not possessed, managed, processed, released, handled or disposed of or discharged Hazardous Substances at, on or from the ROPH Owned Real Property (including groundwater), except in material compliance with applicable Environmental Law; (iv) ROPH has no

Knowledge that any prior owners, operators or occupants of the ROPH Owned Real Property have caused or allowed any Hazardous Substances to be discharged, possessed, managed, processed, released or otherwise handled on the ROPH Owned Real Property in violation of any Environmental Law; (v) ROPH is, and for the past three (3) years has been, in material compliance with all applicable Environmental Laws; (vi) to the Knowledge of ROPH, the ROPH 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 ROPH have there ever been any, dumps, pits or surface impoundments located on the ROPH Owned Real Property for the disposal or containment of Hazardous Substances. ROPH promptly shall notify RUMC 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 ROPH Owned Real Property.

(d) Except as set forth on Schedule 5.11(d), to the Knowledge of ROPH, ROPH has not 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 5.11(d), ROPH has not received any written requests for information, potentially responsible party letters or general or special notices alleging that any of ROPH entity is or may be liable under CERCLA. Without in any way limiting the generality of the foregoing, all existing underground storage tanks used by ROPH to store Hazardous Substances are in compliance in all material respects with applicable Environmental Laws.

#### **5.12 Leased Real Property.**

(a) Schedule 5.12(a) lists all leases of real property as to which ROPH is the tenant (each an “**ROPH Lease**” and collectively, the “**ROPH Leases**”).

(b) ROPH 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 ROPH Lease, nor, to ROPH’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.

**5.13 Title to Assets.** Except as disclosed on Schedule 5.13, apart from the ROPH Owned Real Property, ROPH 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 its business, 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.

**5.14 Tax Exempt Status.** The Internal Revenue Service (“IRS”) has not taken, or, to the Knowledge of ROPH, proposed to take, any action to revoke the tax-exemption of ROPH, has not notified ROPH of any inquiry concerning such entity’s tax-exempt status, and has not determined in writing or, to the Knowledge of ROPH, proposed to announce, that ROPH is a “private foundation” within the meaning of Section 509(a) of the Code. ROPH has no Knowledge of any change in the organization or operation that would result in a loss of status as an organization described in Section 501(c)(3) of the Code or that could cause ROPH to be treated as a “private foundation” within the meaning of Section 509(a) of the Code. Notwithstanding the foregoing, ROPH shall apply for stand-alone tax exemption on or before the date of the Closing, as set forth in Section 10.1(e).

**5.15 Insurance.** ROPH maintains insurance policies and programs sufficient to insure it against risks, losses and liabilities which similarly-situated health care companies within the health care industry customarily insure against (the “**ROPH Coverage**”). Except as set forth on Schedule 5.15, the ROPH Coverage is in full force and effect and shall remain in full force and effect through the Closing Date. ROPH has not received notice that any ROPH Coverage will be cancelled or not renewed.

**5.16 Taxes.** ROPH has filed, or shall file, all tax returns (collectively, “**Returns**”) for all periods ending on or before the Closing Date. Except as set forth on Schedule 5.16, or otherwise disclosed to RUMC in writing, as of the time of filing, the Returns correctly reflected, and 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 ROPH and any other information required to be shown therein. ROPH has timely paid or made provision for all taxes shown as due and payable on its Returns required to be filed or sent prior to the Execution Date and has made provision for timely payment of all taxes that shall be shown as due and payable on its Returns required to be filed or sent by it after the Execution Date and relating to any period prior to the Closing Date.

**5.17 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 ROPH, WFSI or OSFSI or any of their respective Affiliates for the benefit of any of ROPH’s current or former officers, employees or other persons (all the foregoing being herein referred to as “**ROPH Benefit Plans**”):

(a) ROPH has provided to RUMC true and correct copies of the ROPH Benefit Plans currently in existence or terminated within the last five (5) years, including all amendments thereto, and all summary plan descriptions, summaries of material modifications, annual reports, actuarial reports, trust agreements, insurance contracts, investment management agreements, determination letters and correspondence with the Department of Labor, the IRS or any other governmental agency.

(b) None of the ROPH Benefit Plans contain any change in control or other provisions which would cause an increase or acceleration of benefits or benefit entitlements or an increase in liability of ROPH as a result of the transactions contemplated by this Agreement.

(c) All contributions to, and payments from, the ROPH Benefit Plans required to be made in accordance with the terms of the ROPH Benefit Plans and Applicable Laws have been timely made. Except for those ROPH Benefit Plans disclosed on Schedule 5.17(c), no ROPH Benefit Plan is subject to the funding rules of Section 302 of ERISA or Section 412 of the Code.

(d) All ROPH 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 ROPH 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 ROPH 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 5.17(d), the ROPH Benefit Plans that are pension benefit plans have received determination letters or private letter rulings from the IRS to the effect that such ROPH 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 ROPH, has revocation been threatened, nor has any such ROPH 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. Each ROPH Benefit Plan subject to Section 409A of the Code has been administered in all material respects in compliance with the applicable requirements of Section 409A of the Code and the regulations issued thereunder.

(e) All reports, returns and similar documents with respect to the ROPH Benefit Plans required to be filed with any government agency or distributed to any ROPH Benefit Plan participant have been duly and timely filed or distributed. To the Knowledge of ROPH, 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 ROPH Benefit Plans), suits or proceedings against or involving any ROPH Benefit Plan or asserting any rights or claims to benefits under any ROPH 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.

(f) Except to the extent required by Section 4980B of the Code or Part 6 of Title I of ERISA (commonly referred to as “COBRA”), none of the ROPH Benefit Plans provides for medical or health care or other welfare benefits for any former employee of ROPH (or any of their beneficiaries).

(g) Neither ROPH nor any ERISA Affiliate is required to contribute to an employee benefit plan that is a “multiemployer plan” within the meaning of Section 3(37) of

ERISA, nor has such been required during the five-year period ending on the Closing Date. For purposes of this Agreement, an "ERISA Affiliate" is any trade or business whether or not incorporated that is or was affiliated with the ROPH within the meaning of Section 414(b), (c) or (m) of the Code.

(h) No "prohibited transaction" (as defined in Section 4975 of the Code or Section 406 of ERISA) has occurred that involves the assets of any ROPH Benefit Plan and that could reasonably be expected to subject ROPH, or any of its employees, or a director, administrator or other fiduciary of any trust created under any ROPH 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 ROPH Benefit Plan that has been terminated has or, to the Knowledge of ROPH, may cause liability to ROPH.

**5.18 Labor and Employment Matters.** ROPH is 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.

**5.19 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 ROPH is a participating provider (the "ROPH Payment Programs"), except as set forth on Schedule 5.19 or otherwise disclosed to RUMC in writing:

(a) ROPH is not engaged in termination proceedings as to its participation in any ROPH Payment Program, nor has ROPH received notice that current participation in any ROPH Payment Program is subject to any contest, termination or suspension as a result of alleged violations or any noncompliance with participation requirements;

(b) ROPH has not 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 ROPH 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 business and operations of ROPH;

(c) All billing and collection practices of ROPH, and, to the Knowledge of ROPH, of any billing and/or collection agent acting on its behalf, 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 ROPH 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 ROPH to any ROPH 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 ROPH Payment Program conditions for participation, contracts, standards, policies, rules, regulations, manuals, procedures and requirements, including, without limitation, ROPH 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) ROPH has not 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 ROPH Payment Program any false, fraudulent, abusive or improper claim for payment, billed any ROPH Payment Program for any service not rendered or not rendered as claimed, or received and retained any payment or reimbursement from any ROPH Payment Program in excess of the proper amount allowed by Applicable Laws and applicable contracts or agreements with the ROPH Payment Programs;

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

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

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

**5.20 Accreditation.** Except as set forth on Schedule 5.20, with respect to ROPH's current accreditations by various accreditation organizations, including, without limitation, The Joint Commission (collectively, the "**ROPH Accreditations**"): (a) all of the ROPH Accreditations have been duly obtained, are held by the respective ROPH facilities, are current and valid, and are in full force and effect; (b) to the Knowledge of ROPH, no event has occurred or other fact exists with respect to the ROPH Accreditations that allows, or after notice or lapse of time or both would allow, revocation, suspension, restriction, limitation or termination of any of the ROPH Accreditations or would result in any other impairment of the rights of the holder of any of the ROPH 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 ROPH Accreditations has been issued, received or, to the Knowledge of ROPH, proposed or threatened.

**5.21 Material Contracts.** To the Knowledge of ROPH, ROPH is not 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 ROPH's Knowledge, is any other party thereto in breach or default thereunder. All Material Contracts to which ROPH is a party or by which it is bound are in full force and effect and are valid and enforceable obligations of ROPH which are parties thereto. Except as

set forth on Schedule 5.21, no Material Contract to which ROPH is a party or by which it is bound requires the consent of, or notice to, a third party in order for ROPH to enter into or to consummate the Transactions contemplated by the Transaction Documents or in order to avoid a Material Adverse Change.

**5.22 Compliance Program.** Except as set forth on Schedule 5.22, within the past three (3) years, ROPH has not: (a) been a party to a Corporate Integrity Agreement with the Office of Inspector General of the United States Department of Health and Human Services; (b) had any reporting obligations pursuant to any settlement agreement entered into with any federal, state or local government entity; (c) been the subject of any government payer program investigation conducted by any federal or state enforcement agency; (d) been a defendant in any unsealed qui tam/False Claims Act litigation; (e) been served with or received, or been subject to, any search warrant, subpoena, civil investigative demand, contact letter, or, to ROPH's Knowledge, telephone or personal contact by or from any federal or state enforcement agency (except in connection with medical services or products provided by and/or to third parties which third parties may be defendants or the subject of investigation into conduct unrelated to the operation of the health care businesses conducted by ROPH); and (f) 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 ROPH has violated any law or regulation.

**5.23 Exclusion from Health Care Programs.** ROPH has in place a program to determine whether any of its employees, agents or independent contractors have 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; or (c) debarred or suspended from any federal or state procurement or nonprocurement program by any government agency.

**5.24 Medical Staff Matters.** ROPH has provided to RUMC true, correct and complete copies of the bylaws and rules and regulations of the ROPH Medical Staff as well as a list of all current members of the ROPH Medical Staff. Except as disclosed to RUMC: (a) there are no pending adverse actions with respect to any members of the ROPH Medical Staff or any applicant thereto for which a medical staff member or applicant has requested an appellate review under any ROPH 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 ROPH, threatened disputes with applicants, staff members or health professional affiliates, and ROPH 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 5.24, ROPH shall not be required to disclose any information pursuant to this Section 5.24 where such disclosure is prohibited by state law or where such disclosure would, in ROPH's reasonable discretion, potentially jeopardize any applicable privilege that would protect the disclosure of such information to third parties.

**5.25 Experimental Procedures.** ROPH has not performed or permitted the performance of any experimental or research procedures or studies involving its patients not

authorized and conducted in accordance with the procedures of the applicable ROPH institutional review board.

**5.26 Intellectual Property; Computer Software.** ROPH owns (or possesses 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 its business.

## ARTICLE 6

### REPRESENTATIONS AND WARRANTIES OF SYNERGON

Synergion hereby gives, as of the Execution Date and as of the Closing Date, to the other Parties, the representations and warranties set forth in this Article 6.

#### **6.1 Due Organization; Good Standing; Power.**

(a) Synergion 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) Synergion is duly formed, validly existing and in good standing under the laws of its 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. Synergion 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.

#### **6.2 Corporate Authority.**

(a) Synergion has full corporate power and authority to enter into and to perform its obligations under the Transaction Documents. Synergion has full corporate power and authority to enter into and to perform its obligations under any Transaction Documents to which it is a party.

(b) The execution, delivery and performance of the Transaction Documents by Synergion has been duly and properly authorized by all necessary corporate action in accordance with its articles of incorporation and bylaws.

(c) Assuming the valid authorization, execution and delivery of the same by the parties to the Transaction Documents, the Transaction Documents constitute the valid and legally binding obligation of Synergion, enforceable against it 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.

**6.3 No Violation; Approvals.**

(a) The execution, delivery and performance of the Transaction Documents by Synergion 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 Synergion, 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 Synergion 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 Article 10, 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 Synergion of the Transaction Documents or the consummation of the Transactions contemplated or required hereby.

**6.4 Synergion Affiliates and Synergion Joint Ventures.** Synergion has no Affiliates or Joint Ventures.

**6.5 Financial Statements.**

(a) Synergion has delivered to the Parties true and correct copies of: (i) its financial statements for the two (2) years ended June 30, 2012 and 2011 (collectively, the “**Synergion Statements**”); and (ii) its financial statements for the interim period from June 30, 2012 through the most recent month-end date for which financial statements were available prior to the Execution Date (collectively, the “**Synergion Interim Financial Statements**” and together with the Synergion Statements, the “**Synergion Financial Statements**”).

(b) The Synergion Financial Statements are: (i) true and correct in all material respects and present fairly the consolidated financial position of Synergion and the results of its 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 that the Synergion Interim Financial Statements do not contain footnotes and other year-end adjustments required to comply with GAAP.

(c) From and after the most recent month-end date of the Synergion Interim Financial Statements, Synergion 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) Synergon has 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 Synergon Financial Statements.

**6.6 Interim Changes.** Since the most recent month-end date of the Synergon Interim Financial Statements, Synergon has conducted its business in the ordinary course and consistent with past practices. Except for matters expressly permitted or authorized by this Agreement, there has not been, after the date of the most recent month-end date of the Synergon Unaudited Financial Statements:

(a) Any Material Adverse Change in Synergon;

(b) Any material disposition by Synergon of any property, rights or other assets owned by or employed in the operation of Synergon, 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 Synergon;

(d) Any material damage, destruction or other casualty loss affecting the tangible assets of Synergon; or

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

**6.7 Legal Proceedings.** Synergon is not a defendant in, or, to the Knowledge of Synergon, 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 Synergon or adversely affect the ability of Synergon to perform its obligations under the Transaction Documents. Synergon has not 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, which could result in a Material Adverse Change in Synergon’s operations.

**6.8 Licenses and Permits.** Synergon 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 “**Synergon Licenses and Permits**”). The Synergon Licenses and Permits held by Synergon are unrestricted and valid.

**6.9 Disclosure; No Material Omissions.**

(a) The representations and warranties of Synergon 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) Synergon has responded (or is continuing to respond as of the date hereof) in all material respects to the other Parties' requests for information and documentation as part of their due diligence review of the business, operations, assets and liabilities in relation to the Transaction. Synergon has not knowingly omitted any material information relating to their businesses, operations, assets or liabilities in its responses to the other Parties' requests.

**6.10 Compliance with Law.** To the Knowledge of Synergon, Synergon is in material compliance with all Applicable Laws, including, without limitation, all Health Care Laws.

**6.11 Owned Real Property.** Synergon does not own, and has never owned, real property.

**6.12 Leased Real Property.** Synergon does not lease, and has never leased, real property.

**6.13 Title to Assets.** Synergon 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 its business, 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.

**6.14 Tax Exempt Status.** The IRS has not taken, or, to the Knowledge of Synergon, proposed to take, any action to revoke the tax-exemption of Synergon, has not notified Synergon of any inquiry concerning such entity's tax-exempt status, and has not determined in writing or, to the Knowledge of Synergon, proposed to announce, that Synergon is a "private foundation" within the meaning of Section 509(a) of the Code. Synergon has no Knowledge of any change in its organization or operation that would result in a loss of status as an organization described in Section 501(c)(3) of the Code or that could cause Synergon to be treated as a "private foundation" within the meaning of Section 509(a) of the Code. Notwithstanding the foregoing, Synergon shall apply for stand-alone tax exemption on or before the date of the Closing, as set forth in Section 10.1(e).

**6.15 Insurance.** Synergon maintains insurance policies and programs sufficient to insure it against risks, losses and liabilities which similarly-situated companies within the health care industry customarily insure against (the "**Synergon Coverage**"). The Synergon Coverage is in full force and effect and shall remain in full force and effect through the Closing Date. Synergon has not received notice that any Synergon Coverage will be cancelled or not renewed.

**6.16 Taxes.** Synergon has filed, or shall file, all Returns for all periods ending on or before the Closing Date. As of the time of filing, the Returns correctly reflected, and 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 Synergon and any other information required to be shown therein. Synergon has timely paid or made provision for all taxes shown as due and payable on its Returns required to be filed or sent prior to the Execution Date and has made provision for timely payment of all taxes that shall be shown as due and payable on its Returns required to be filed or sent by it after the Execution Date and relating to any period prior to the Closing Date.

**6.17 Employee Benefits.** Synergon maintains no benefit plans.

**6.18 Labor and Employment Matters.** Synergon has no employees.

**6.19 Payment Programs.** Synergon does not participate in any private, commercial or governmental payment and procurement programs (including, without limitation, Medicare and Medicaid).

**6.20 Accreditation.** Synergon holds no accreditations.

**6.21 Material Contracts.** To the Knowledge of Synergon, Synergon is not 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 Synergon's Knowledge, is any other party thereto in breach or default thereunder. All Material Contracts to which Synergon is a party or by which it is bound are in full force and effect and are valid and enforceable obligations of Synergon which are parties thereto. No Material Contract to which Synergon is a party or by which it is bound requires the consent of, or notice to, a third party in order for Synergon to enter into or to consummate the Transactions contemplated by the Transaction Documents or in order to avoid a Material Adverse Change.

**6.22 Compliance Program.** Within the past three (3) years, Synergon has not: (a) been party to a Corporate Integrity Agreement with the Office of Inspector General of the United States Department of Health and Human Services; (b) had any reporting obligations pursuant to any settlement agreement entered into with any federal, state or local government entity; (c) to its Knowledge, been the subject of any government payer program investigation conducted by any federal or state enforcement agency related to the operation of ROPH; (d) been a defendant in any unsealed qui tam/False Claims Act litigation; or (e) been served with or received, or been subject to, any search warrant, subpoena, civil investigative demand, contact letter, or, to Synergon's Knowledge, telephone or personal contact by or from any federal or state enforcement agency (except in connection with medical services or products provided by and/or to third parties which third parties may be defendants or the subject of investigation into conduct unrelated to the operation of the health care businesses conducted by Synergon).

**6.23 Exclusion from Health Care Programs.** Synergon has in place a program 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; or (c) debarred or suspended from any federal or state procurement or nonprocurement program by any government agency.

**6.24 Intellectual Property; Computer Software.** Synergon owns (or possesses 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 its business.

## ARTICLE 7

### REPRESENTATIONS AND WARRANTIES OF RUMC

RUMC hereby gives, as of the Execution Date and as of the Closing Date, to the other Parties, the representations and warranties set forth in this Article 7.

#### **7.1 Due Organization; Good Standing; Power.**

(a) RUMC 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 7.1(b), RUMC is duly formed, validly existing and in good standing under the laws of its 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. RUMC 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.

#### **7.2 Corporate Authority.**

(a) RUMC has full corporate power and authority to enter into and to perform its obligations under the Transaction Documents. RUMC has full corporate power and authority to enter into and to perform its obligations under any Transaction Documents to which they are parties.

(b) The execution, delivery and performance of the Transaction Documents by RUMC has been duly and properly authorized by all necessary corporate action in accordance with its articles of incorporation and bylaws.

(c) Assuming the valid authorization, execution and delivery of the same by the parties to the Transaction Documents, the Transaction Documents constitute the valid and legally binding obligation of RUMC, enforceable against it 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.

### **7.3 No Violation; Approvals.**

(a) Except as set forth in Schedule 7.3(a), the execution, delivery and performance of the Transaction Documents by RUMC 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 RUMC, 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 RUMC 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 7.3(b) or Article 10, 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 RUMC of the Transaction Documents or the consummation of the Transactions contemplated or required hereby.

**7.4 Legal Proceedings.** Except as disclosed on Schedule 7.4, RUMC is not a defendant in, or, to the Knowledge of RUMC, 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 RUMC or adversely affect the ability of RUMC to perform its obligations under the Transaction Documents. Except as disclosed on Schedule 7.4, RUMC has not 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 RUMC's operations.

### **7.5 Disclosure; No Material Omissions.**

(a) The representations and warranties of RUMC 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) RUMC has responded (or is continuing to respond as of the date hereof) in all material respects to the other Parties' requests for information and documentation as part of their due diligence review of the business, operations, assets and liabilities in relation to the Transaction. RUMC has not knowingly omitted any material information relating to its businesses, operations, assets or liabilities in its responses to the other Parties' requests.

**7.6 Compliance with Law.** To the Knowledge of RUMC, RUMC is in material compliance with all Applicable Laws, including, without limitation, all Health Care Laws.

**7.7 Tax Exempt Status.** The IRS has not taken, or, to the Knowledge of RUMC, proposed to take, any action to revoke the tax-exemption of RUMC, has not notified RUMC of any inquiry concerning such entity's tax-exempt status, and has not determined in writing or, to

the Knowledge of RUMC, proposed to announce, that RUMC is a “private foundation” within the meaning of Section 509(a) of the Code. RUMC has no Knowledge of any change in its organization or operation that would result in a loss of status as an organization described in Section 501(c)(3) of the Code or that could cause RUMC to be treated as a “private foundation” within the meaning of Section 509(a) of the Code.

**7.8 Insurance.** RUMC maintains insurance policies and programs sufficient to insure it against risks, losses and liabilities which similarly-situated health care companies within the health care industry customarily insure against (the “RUMC Coverage”). Except as set forth on Schedule 7.8, the RUMC Coverage is in full force and effect and shall remain in full force and effect through the Closing Date. RUMC has not received notice that any RUMC Coverage will be cancelled or not renewed.

**7.9 Material Contracts.** Except as set forth on Schedule 7.9, no Material Contract to which RUMC is a party or by which it is bound requires the consent of, or notice to, a third party in order for RUMC to enter into or to consummate the Transactions contemplated by the Transaction Documents or in order to avoid a Material Adverse Change.

**7.10 Compliance Program.** Except as set forth on Schedule 7.10, within the past three (3) years, RUMC has not: (a) been a party to a Corporate Integrity Agreement with the Office of Inspector General of the United States Department of Health and Human Services; (b) had any reporting obligations pursuant to any settlement agreement entered into with any federal, state or local government entity; (c) to its Knowledge, been the subject of any government payer program investigation conducted by any federal or state enforcement agency in relation to the operation of ROPH; (d) been a defendant in any unsealed qui tam/False Claims Act litigation; or (e) been served with or received, or been subject to, any search warrant, subpoena, civil investigative demand, contact letter, or, to RUMC’s Knowledge, telephone or personal contact by or from any federal or state enforcement agency (except in connection with medical services or products provided by and/or to third parties which third parties may be defendants or the subject of investigation into conduct unrelated to the operation of the health care businesses conducted by RUMC).

**7.11 Exclusion from Health Care Programs.** RUMC has in place a program to determine whether any of its employees, agents or independent contractors have 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; or (c) debarred or suspended from any federal or state procurement or nonprocurement program by any government agency.

## ARTICLE 8

### REPRESENTATIONS AND WARRANTIES OF WFSI AND OSFSI

WFSI and OSFSI each hereby give, as of the Execution Date and as of the Closing Date, to the other Parties, the representations and warranties set forth in this Article 8.

### **8.1 Due Organization; Good Standing; Power.**

(a) WFSI 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) OSFSI is a Wisconsin nonstock 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.

(c) WFSI and OSFSI are duly formed, validly existing and in good standing under the laws of their respective state of formation, and each 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. WFSI and OSFSI have 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) WFSI and OSFSI each have full corporate power and authority to enter into and to perform of their respective obligations under the Transaction Documents. Each of WFSI and OSFSI has full corporate power and authority to enter into and to perform its obligations under any Transaction Documents to which they are parties.

(b) The execution, delivery and performance of the Transaction Documents by WFSI and OSFSI has 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, the Transaction Documents constitute the valid and legally binding obligation of WFSI and OSFSI, 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) The execution, delivery and performance of the Transaction Documents by WFSI and OSFSI 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 either entity, 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 WFSI or OSFSI are a party or are subject or by which it they are bound, or any Applicable Laws, except to the extent any of the foregoing is not likely to result in a Material Adverse Change.

(b) 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 WFSI or OSFSI of the Transaction Documents or the consummation of the Transactions contemplated or required hereby.

**8.4 Legal Proceedings.** Neither WFSI nor OSFSI is a defendant in, or, to the Knowledge of WFSI or OSFSI, 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 WFSI or OSFSI or adversely affect the ability of WFSI or OSFSI to perform their respective obligations under the Transaction Documents. Neither WFSI nor OSFSI 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 WFSI or OSFSI's operations.

**8.5 Disclosure; No Material Omissions.**

(a) The representations and warranties of WFSI and OSFSI 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) WFSI and OSFSI have responded (or is continuing to respond as of the date hereof) in all material respects to the other Parties' requests for information and documentation as part of their due diligence review of the business, operations, assets and liabilities in relation to the Transaction. Neither WFSI nor OSFSI have knowingly omitted any material information relating to their businesses, operations, assets or liabilities in its responses to the other Parties' requests.

**8.6 Compliance with Law.** To the Knowledge of WFSI and OSFSI, WFSI and OSFSI are each, respectively, in material compliance with all Applicable Laws, including, without limitation, all Health Care Laws.

**8.7 Tax Exempt Status.** The IRS has not taken, or, to the Knowledge of WFSI or OSFSI, proposed to take, any action to revoke the tax-exemption of either WFSI or OSFSI, has not notified either party of any inquiry concerning such entity's tax-exempt status, and has not determined in writing or, to the Knowledge of WFSI or OSFSI, proposed to announce, that WFSI or OSFSI is a "private foundation" within the meaning of Section 509(a) of the Code. Neither WFSI nor OSFSI has Knowledge of any change in its organization or operation that would result in a loss of status as an organization described in Section 501(c)(3) of the Code or that could cause either entity to be treated as a "private foundation" within the meaning of Section 509(a) of the Code.

**8.8 Insurance.** WFSI and OSFSI each 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 “**WFSI/OSFSI Coverage**”). The WFSI/OSFSI Coverage is in full force and effect and shall remain in full force and effect through the Closing Date. Neither WFSI nor OSFSI have received notice that any WFSI/OSFSI Coverage will be cancelled or not renewed.

**8.9 Material Contracts.** No Material Contract to which WFSI or OSFSI is a party or by which it is bound requires the consent of, or notice to, a third party in order for WFSI or OSFSI to enter into or to consummate the Transactions contemplated by the Transaction Documents or in order to avoid a Material Adverse Change.

**8.10 Compliance Program.** Within the past three (3) years, neither WFSI nor OSFSI has: (a) been a party to a Corporate Integrity Agreement with the Office of Inspector General of the United States Department of Health and Human Services; (b) had any reporting obligations pursuant to any settlement agreement entered into with any federal, state or local government entity; (c) to its Knowledge been the subject of any government payer program investigation conducted by any federal or state enforcement agency related to the operation of ROPH; (d) been a defendant in any unsealed qui tam/False Claims Act litigation; or (e) been served with or received, or been subject to, any search warrant, subpoena, civil investigative demand, contact letter, or, to WFSI or OSFSI’s Knowledge, telephone or personal contact by or from any federal or state enforcement agency (except in connection with medical services or products provided by and/or to third parties which third parties may be defendants or the subject of investigation into conduct unrelated to the operation of the health care businesses conducted by WFSI or OSFSI).

**8.11 Exclusion from Health Care Programs.** Each of WFSI and OSFSI have in place a program 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; or (c) debarred or suspended from any federal or state procurement or nonprocurement program by any government agency.

## ARTICLE 9

### PRE-CLOSING COVENANTS OF THE PARTIES

Each of the Parties hereby agree 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):

**9.1 Interim Conduct of Business.** From the Execution Date to the Closing Date:

- (a) The Parties shall each:
  - (i) Preserve, protect and maintain its business, properties and assets;

(ii) Operate its business as a going concern, consistent with prior practices and not other than in the ordinary course of business;

(iii) Preserve the goodwill of all individuals and entities having business or other relations with it or them, including, without limitation, physicians, employees, patients, customers and suppliers; and

(iv) Obtain all documents called for by this Agreement and required to facilitate the consummation of the Transactions contemplated by this Agreement.

(b) ROPH and Synergon shall provide the other Parties with Unaudited Interim Financial Statements as set forth in Section 5.5 and Section 6.5.

(c) ROPH and Synergon shall not do any of the following without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed:

(i) Make any changes, or permit any changes to be made, in the governing documents (*i.e.*, articles of incorporation or bylaws), except for changes expressly authorized by this Agreement;

(ii) Enter into (or amend existing) agreements for employment, indemnity, retention, severance, change-in-control, employee lease, deferred compensation or incentive compensation with, or agreements regarding loans or advances to, management or executives;

(iii) Enter into any debt transaction or issue any obligations; or

(iv) Enter into any transaction or contractual obligation that would materially adversely impact their ability to perform their obligations under this Agreement.

**9.2 Preserve Accuracy of Representations and Warranties.** Unless permitted by the terms of this Agreement, no Party shall take any action that would render any representation or warranty made by such Party and contained in Article 5 through Article 8, as applicable, materially inaccurate or untrue. Upon gaining actual Knowledge, a Party shall promptly notify the other Parties of any lawsuits, claims, administrative actions or other proceedings credibly asserted or actually commenced against such Party, or any of their respective officers, directors or members which could result in a Material Adverse Change to the business of the Party. 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 made by such Party and contained in Article 5 through Article 8, as applicable, to be materially untrue or misleading.

**9.3 Access to Information.** To the extent permitted by Applicable Law, each Party shall give to the other Parties and/or to their 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, as may be reasonably requested with reasonable prior notice. The Parties shall cooperate in keeping the other Parties fully informed and shall promptly notify

the other Parties of any Material Adverse Change in the normal course of business or prospects of any of its entities or operations.

**9.4 Maintenance of Books and Accounting Practices.** The Parties shall: (i) maintain their respective books of account and records 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.

**9.5 Compliance with Applicable Laws.** The Parties shall: (i) 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 businesses of all Parties.

**9.6 No Conflicting Transactions.** Each Party shall ensure that it does not, without prior disclosure to the other Parties: (i) merge, consolidate or enter into a member substitution or joint operating agreement with any other entity, business or person; (ii) sell, lease or permit to be acquired substantially all of its assets; or (iii) enter into any other change of control or other transaction involving substantially all of its operations.

**9.7 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 in order to consummate the Transactions contemplated or required by the Transaction Documents.

**9.8 Performance of Undertakings.**

(a) Each Party 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.

(b) Each Party 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 10

### CONDITIONS PRECEDENT

**10.1 Conditions Precedent to Each Party's Obligations.** The obligations of each of the Parties 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) **Certificate of Exemption.** The Parties shall have obtained any and all necessary approvals from the Illinois Health Facilities and Services Review Board (“**IHFSRB**”) to consummate the Transaction contemplated by this Agreement.

(b) **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.

(c) **Church Approvals.** WFSI and OSFSI shall provide confirmation of any approvals from the Catholic Church necessary to effectuate the transaction.

(d) **Return of Sacred Objects.** ROPH shall return to WFSI the sacred objects from the hospital chapel and other locations on the ROPH campus identified on Schedule 10.1(d) (the “**Sacred Objects**”) and in accordance with the Statement of Intentions at Exhibit E.

(e) **Form 1023.** ROPH shall have prepared and submitted to the Internal Revenue Service a Form 1023 to apply for stand-alone tax exemption.

(f) **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.

(g) **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.

(h) **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.

(i) **WFSI Account and Ordinary Course Payments.** ROPH and Synergon, respectively, shall each have taken the actions described in Section 11.2(a) in relation to transfer of the funds in the WFSI Account and payment of the Ordinary Course Payments (as defined herein) to WFSI.

(j) **Material Consents.** The Parties shall have obtained the consents of the third parties identified on Schedule 5.21 and Schedule 7.9.

(k) **Accuracy of Representations and Warranties.** The representations of the Parties contained in Article 5 through Article 8 shall be true and accurate in all material respects as if made on and as of the Closing Date.

(l) **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.

(m) **No Bankruptcy.** No Party 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.

(n) **Delivery of Closing Documents.** Each Party shall have delivered to the other Parties the Closing Documents described in Section 11.3.

## ARTICLE 11

### CLOSING

**11.1 Closing Date and Effective Date.** The delivery of all Closing Documents as set forth in Section 11.3 shall take place at 9:00 a.m. on June 28, 2013, or such other date as agreed to by the Parties, 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 (the “Closing”). The Closing shall occur at the offices of McDermott Will & Emery LLP, 227 W. Monroe Street, Chicago, Illinois 60606, on such date (“Closing Date”). After the Closing is completed, the Transaction shall be deemed to have occurred and to be effective as among the Parties as of 12:01 a.m. Central time on the next business day after the Closing Date or such other date agreed upon by the Parties (the “Effective Date”).

**11.2 Pre-Closing Actions.** Prior to the Closing, the Parties shall take and cause to be taken all actions necessary or appropriate on their respective parts to implement the Transactions contemplated herein on the Closing Date, including the following:

(a) **Actions by ROPH and Synergion.** Prior to the Closing Date, the board of directors of ROPH (“**ROPH Board**”) and the board of directors of Synergion (“**Synergion Board**”) shall approve the execution of this Agreement and any and all agreements and other documents and the taking of any and all other actions necessary or appropriate to consummate the Transactions contemplated or required by this Agreement to be taken by ROPH or Synergion, respectively, on or before the Closing Date, including recommending to their respective corporate members for approval the Amended ROPH Articles and the Amended ROPH Bylaws (by the ROPH Board) and the Amended Synergion Articles and the Amended Synergion Bylaws (by the Synergion Board). ROPH shall take action to provide payment in full to WFSI for the ordinary course payments identified on Schedule 11.2(a) (the “**Ordinary Course Payments**”), to be effective on the Closing Date. The Synergion Board will also take action to transfer all right, title and interest in the WFSI Account to WFSI, to be effective on the Closing Date.

(b) **Actions by RUMC.** Prior to the Closing Date, the board of trustees of RUMC (“**RUMC Board**”) shall approve the execution of this Agreement and any and all agreements and other documents and the taking of any and all other actions necessary or appropriate to consummate the Transactions contemplated or required by this Agreement to be taken by RUMC on or before the Closing Date, including approval of the Amended ROPH Articles, Amended Synergion Articles, Amended ROPH Bylaws and Amended Synergion Bylaws.

(c) **Actions by WFSI and OSFSI.** Prior to the Closing Date, the board of directors of WFSI (“**WFSI Board**”) and the board of directors of OSFSI (“**OSFSI Board**”) shall approve the execution of this Agreement and of any and all agreements and other documents and the taking of any and all other actions necessary or appropriate to consummate the Transactions contemplated or required by this Agreement to be taken by the WFSI Board or the OSFSI Board, respectively, on or before the Closing Date, including approval of the Amended ROPH Articles and Amended ROPH Bylaws (by the OSFSI Board) and the Amended Synergon Articles and Amended Synergon Bylaws (by the OSFSI Board), and any banking or finance resolutions necessary in relation to receipt of the funds in the WFSI Account.

**11.3 Closing Documents.** At the Closing, each Party shall deliver to the other Parties the following documents (the “**Closing Documents**”):

(a) **ROPH Closing Documents.**

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

(ii) A certificate of an officer of ROPH, dated as of the Closing Date, certifying: (i) the incumbency of the officers of ROPH who have executed Closing Documents; and (ii) the due adoption and continued effectiveness of resolutions of ROPH’s Board approving: (1) this Agreement, the agreements and instruments referenced herein, and the Transactions contemplated hereby; and (2) the recommendation to adopt the Amended ROPH Articles and Amended ROPH Bylaws, effective as of the Closing Date;

(iii) Any material third-party consents required under any Material Contracts to which ROPH is a party;

(iv) Evidence of the resignations of all directors and committee members of ROPH; and

(v) 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.

(b) **Synergon Closing Documents.**

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

(ii) A certificate of an officer of Synergon, dated as of the Closing Date, certifying: (i) the incumbency of the officers of Synergon who have executed Closing Documents; and (ii) the due adoption and continued effectiveness of resolutions of Synergon’s Board approving: (1) this Agreement, the agreements and instruments referenced herein, and the

Transactions contemplated hereby; and (2) the recommendation to adopt the Amended Synergon Articles and Amended Synergon Bylaws, effective as of the Closing Date;

(iii) Any material third-party consents required under any Material Contracts to which Synergon is a party;

(iv) Evidence of the resignations of all directors and committee members of Synergon;

(v) Evidence of the transfer of the right, title and interest in the WFSI Account to WFSI; and

(vi) 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.

**(c) RUMC Closing Documents.**

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

(ii) A certificate of the Secretary of RUMC, dated as of the Closing Date, certifying: (i) the incumbency of the officers of RUMC who have executed Closing Documents; and (ii) the due adoption and continued effectiveness of resolutions of RUMC's Board approving this Agreement, the agreements and instruments referenced herein, and the Transactions contemplated hereby, effective as of the Closing Date;

(iii) Any material third-party consents required under any contracts or arrangements to which RUMC is a party; and

(iv) 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.

**(d) WFSI and OSFSI Closing Documents.**

(i) A certificate of the President and Chief Executive Officer of each of WFSI and OSFSI, dated as of the Closing Date, certifying the continued accuracy and completeness of representations and warranties of their respective entities and the performance of the covenants and conditions precedent applicable to each of WFSI and OSFSI;

(ii) A certificate of the Secretary of each of WFSI and OSFSI, dated as of the Closing Date, certifying: (i) the incumbency of the officers of WFSI and OSFSI, respectively, who have executed Closing Documents; and (ii) the due adoption and continued effectiveness of resolutions of the Boards of WFSI and OSFSI approving: (1) this Agreement, the agreements and instruments referenced herein, and the Transactions contemplated hereby;

(2) for WFSI, the Amended Synergon Articles and Amended Synergon Bylaws; and (3) for OSFSI, the Amended ROPH Articles and Amended ROPH Bylaws, to be effective as of the Closing Date;

(iii) Any material third-party consents required under any contracts to which WFSI or OSFSI is a party; and

(iv) 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 12

### TERMINATION

**12.1 Termination Upon Certain Events.** 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 any 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 any Party, if the conditions of this Agreement to be satisfied or performed by any 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 any Party, if at any time prior to the Closing Date, there has been a Material Adverse Change to the businesses of any Party 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 any Party, if at any time prior to the Closing Date, there has been a material breach by any 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 June 28, 2013 (the "**Termination Date**"), provided that the right to terminate this Agreement under this Section 12.1(f) shall not be available to a 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 12.1, 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 12.1 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 13

### INDEMNIFICATION

**13.1 General.** From and after the Closing Date, the Parties shall indemnify each other as provided in this Article 13. For the purposes of this Article 13, each Party shall be deemed to have remade all of their representations and warranties contained in this Agreement on the Closing Date with the same effect as if originally made on the Closing Date.

**13.2 Indemnification Obligations.** Each Party shall indemnify, save and keep the other Parties forever harmless against and from all damages sustained or incurred by such other Parties as a result of or arising out of or by virtue of the breach by, or failure of a Party to comply with, any of the covenants or obligations under this Agreement to be performed by such Party.

#### **13.3 Claims by Indemnified Parties.**

**(a) Notice of Claim.** If any matter shall arise which, in the opinion of any Party claiming indemnification (each an "**Indemnified Party**"), constitutes or may give rise to a claim under this Article 13 (each an "**Indemnity Claim**"), the Indemnified Party shall promptly give written note ("**Notice of Claim**") to the Party from whom indemnification is sought (the "**Indemnifying Party**"), setting forth the relevant facts and circumstances of such Indemnity Claim in reasonable detail and the amount of indemnity sought from the Indemnifying Party with respect thereto, and shall give continuing notice promptly thereafter as to developments coming to any Indemnified Party's attention materially affecting any matter relating to such Indemnity Claim. The Indemnified Party shall use commercially reasonable efforts to mitigate the loss resulting from an Indemnified Claim.

**(b) Third Party Claim.** If any Indemnity Claim is based upon the claim of a third party which is not a Party to this Agreement, (a "**Third Party Claim**"), then the Indemnified Party, at the time it delivers the Notice of Claim with respect to such Third Party

Claim, shall offer to the Indemnifying Party the option to assume the defense of the Third Party Claim, which option may be exercised by the Indemnifying Party by written notice to the Indemnified Party, acknowledging its indemnification obligation under this Article 13 with respect to such Third Party Claim and assuming the defense thereof, within fifteen (15) days after the Indemnified Party gives written notice thereof. If the Indemnifying Party exercises the option, then it shall at its own expense assume the defense of the Third Party Claim, shall upon the final determination thereof fully discharge at its own expense all liability of the Indemnified Party with respect to the Third Party Claim, and shall be entitled, at its sole expense but without any liability of the Indemnified Party therefor, to compromise or settle the Third Party Claim. From the time the Indemnifying Party so assumes such defense and while such defense is pursued diligently in good faith, the Indemnifying Party shall have no liability for attorneys' fees or other costs of defense incurred by the Indemnified Party in connection with the Third Party Claim. If the Indemnifying Party does not exercise the option to defend a Third Party Claim, or fails to diligently defend such Third Party Claim, then the Indemnified Party may undertake to defend such Third Party Claim at the expense of the Indemnifying Party. Notwithstanding the foregoing, however, (i) if the Indemnified Party reasonably determines that there may be a conflict between the positions of the Indemnifying Party and of the Indemnified Party in connection with the defense of an action, suit, investigation, inquiry or other proceeding, or that there may be legal defenses available to the Indemnified Party different from or in addition to those available to the Indemnifying Party, then counsel for the Indemnified Party shall be entitled to conduct a defense to the extent it reasonably determines necessary to protect the interest of the Indemnified Party; and (ii) in any event, the Indemnified Party shall be entitled to have counsel of its choice participate in, though not to conduct, the defense. No Indemnifying Party, in the defense of any claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term the giving by the claimant or plaintiff to the Indemnified Party of a release from all liability in respect to the claim or litigation.

**13.4 Survival of Agreements, Representations.** All warranties, representations, agreements and covenants made by a Party herein, or in any certificate or other instrument required to be delivered by or on behalf of a Party in connection with this Agreement, shall survive the Closing as set forth herein; shall continue in full force and effect; and shall provide a basis for the remedies provided for herein or otherwise available to the non-breaching Party. No representation or warranty contained herein shall be deemed to have been waived, affected or impaired by any investigation made by or knowledge of any Party to this Agreement. Each agreement, covenant, representation, and warranty contained herein is independent of all other agreements, covenants, representations, and warranties contained herein (whether or not covering an identical or a related subject matter) and must be independently and separately complied with and satisfied. Exceptions or qualifications to any agreement, covenant, representation, or warranty contained herein shall not be construed as exceptions or qualifications to any other agreement, covenant, warranty, or representation. Article 13, Article 14 and Article 15 shall survive the termination of this Agreement prior to the Closing Date. The provisions set forth in Article 5, Article 6, Article 7 and Article 8 shall survive the Closing for a period of three (3) years following the Closing Date. Unless otherwise provided herein, the obligations contemplated in other Articles shall be extinguished upon the Closing and consummation of the Transaction contemplated by this Agreement and shall not survive such Closing and consummation.

**13.5 Remedies.** 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.

## ARTICLE 14

### GENERAL PROVISIONS

**14.1 Modification of Schedules and Exhibits.** During the period from the Execution Date until the Closing Date, any Party may amend any one or more of the Schedules or Exhibits delivered by it as of the Execution Date by delivering an updated Schedule or Exhibit to the other Parties (collectively, the “**Receiving Parties**”). Upon receipt of the updated document, the Receiving Parties shall promptly review such document and either approve or disapprove it. If the Receiving Parties approves the updated document, such document shall become the final Schedule or Exhibit. If the Receiving Parties fail 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 Parties may elect to terminate this Agreement pursuant to Section 12.1 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 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.

**14.3 Consummation of Transactions.** The Parties shall use commercially reasonable efforts to consummate the Transactions contemplated by this Agreement by June 30, 2013, and shall take no action which is inconsistent with its obligations hereunder or which could materially delay the consummation of the Transactions contemplated hereby.

**14.4 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 RUMC: Rush University Medical Center  
1725 W. Congress Pkwy., Suite 364  
Chicago, IL 60612  
Attn: Chief Executive Officer

If to Synergon: Synergon Health System, Inc.  
520 S. Maple Avenue  
Oak Park, IL 60304  
Attn: President

If to ROPH: Rush Oak Park Hospital, Inc.  
520 S. Maple Avenue  
Oak Park, IL 60304  
Attn: President

With a simultaneous copy for each of  
the above-listed Parties to: Rush University Medical Center  
1700 W. Van Buren Street, Suite 301  
Chicago, IL 60612  
Attn: SVP & General Counsel

If to WFSI or OSFSI: Wheaton Franciscan Services, Inc.  
26W171 Roosevelt Road  
Wheaton, IL 60189  
Attn: President & CEO

With a simultaneous copy to: Wheaton Franciscan Services, Inc.  
26W171 Roosevelt Road  
Wheaton, IL 60189  
Attn: SVP & General Counsel

**14.5 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 Parties. 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 and other Party consultants and professional advisors) concerning the Transactions 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 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 Parties prior to making any such filings and participate in the discussion, as applicable, and the applicable Party shall modify any portion thereof if the other Parties reasonably object thereto, unless the same may be required by Applicable Law; (b) pursuant to public announcements made with the prior written approval of the Parties; or (c) to enforce its rights under this Agreement. The rights of the Parties under this Section 14.5 shall be in addition and

not in substitution for the rights of the Parties under the Confidentiality Agreement, by and among the Parties dated February 1, 2013 (the “**Confidentiality Agreement**”), which Confidentiality Agreement shall survive the Closing.

**14.6 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, that RUMC shall be responsible for any filing fees associated with a Certificate of Exemption request to the IHFSRB. Notwithstanding the foregoing, the fees for any other regulatory filings, and the expenses of any counsel, consultant or expert mutually retained by the Parties in relation thereto, shall be shared between RUMC and WFSI, as those Parties shall mutually agree.

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

**14.8 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 materials 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.

**14.9 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.

**14.10 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.

**14.11 Additional Assurances.** The provisions of this Agreement shall be self operative and shall not require further agreement by the Parties except as may be herein specifically provided to the contrary; provided, however, at the request of a Party, the other Party or Parties shall execute such additional instruments and take such additional actions as the requesting Party may deem necessary to effectuate this Agreement. Additionally, each Party shall cooperate and use commercially reasonable efforts to have its present directors, officers and employees cooperate with one or more of the other Parties on and after Closing in furnishing information, evidence, testimony and other assistance in connection with any action, proceeding, arrangement or dispute of any nature with respect to matters pertaining to all periods prior to Closing in respect of the items subject to this Agreement.

**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 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.

**14.17 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.

**14.18 Communications.** The Parties shall promptly advise the other Parties of all material communications received by a party pertaining to the Transactions contemplated by this Agreement, including such communications which it receives from governmental agencies or authorities.

**14.19 Publicity.** Except as required by law, all press releases or other public communications of any sort regarding the Transactions contemplated herein, and the method of

the release for publication thereof, will be subject to the approval of all Parties, such approval shall not be unreasonably withheld.

**14.20 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.

## ARTICLE 15

### DEFINITIONS

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

(a) **“Affiliate”** means any entity which is under the control of, or which is under common control with, a Party. For purposes of this definition, “control” means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity whether through ownership of voting securities, by contract or otherwise.

(b) **“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.

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

(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.

(e) **“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) all matters with respect to which a Party or Parties has received written notice; or (ii) with respect to ROPH, Synergon and RUMC, the actual knowledge of the persons serving as: (1) President and/or Chief Executive Officer; (2) Chief Financial Officer; (3) Chief Operating Officer; (4) Chief Nursing Officer; (5) General Counsel and (6) Chief Compliance Officer of such Party; and (iii) with respect to WFSI and OSFSI, the actual knowledge of the: (1) President and Chief Executive Officer; and (2) General Counsel.

(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 Parties that operate as licensed health care facilities to continue to operate as such licensed health care facilities; (iv) the debarment or exclusion of any Party from participation in the Medicare or Medicaid programs; (v) the imposition of criminal sanctions or penalties; (vi) the cancellation or revocation of insurance coverage; (vii) final loss of accreditation by the hospitals from the Joint Commission or HFAP; (viii) an inability of a party to materially perform their respective obligations under the Transaction Documents; (ix) the insolvency of any Party; (x) a material downgrading of the credit rating of a Party, as applicable; or (xi) the acceleration of obligations under tax-exempt bond indebtedness of RUMC. 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 any Party, 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 Parties 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 Party, as applicable;

(ii) All joint venture agreements to which any Party is a party;

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

(iv) All Payment Program contracts;

(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 any Party is a party;

(vii) Agreements which contain executory non-competition covenants binding upon or running in favor of, a Party;

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

(ix) Any other agreement, the cancellation or termination of which would be reasonably likely to result in a Material Adverse Change.

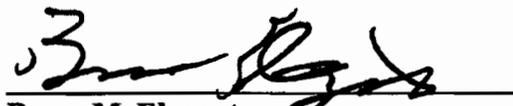
(k) “**Medical Staff**” means the medical staff of one or more Party’s hospitals or healthcare facilities with an organized medical staff.

(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 Party 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 Party 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 Party or such Party’s continued use of its assets in the manner currently used; (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 Party, 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 a Parties’ existing master trust indentures.

**[Signatures on following page.]**

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

**RUSH OAK PARK HOSPITAL, INC.**

  
\_\_\_\_\_  
**Bruce M. Elegant**  
**President and Chief Executive Officer**

**SYNERGON HEALTH SYSTEM, INC.**

  
\_\_\_\_\_  
**Bruce M. Elegant**  
**President**

**OSF SERVICES, INC.**

\_\_\_\_\_  
**John D. Oliverio**  
**President**

**RUSH UNIVERSITY MEDICAL CENTER**

  
\_\_\_\_\_  
**Larry J. Goodman, M.D.**  
**Chief Executive Officer**

**WHEATON FRANCISCAN SERVICES,  
INC.**

\_\_\_\_\_  
**John D. Oliverio**  
**President and Chief Executive Officer**

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

**RUSH OAK PARK HOSPITAL, INC.**

**SYNERGON HEALTH SYSTEM, INC.**

\_\_\_\_\_  
**Bruce M. Elegant**  
**President and Chief Executive Officer**

\_\_\_\_\_  
**Bruce M. Elegant**  
**President**

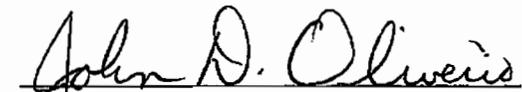
**OSF SERVICES, INC.**

**RUSH UNIVERSITY MEDICAL CENTER**

  
\_\_\_\_\_  
**John D. Oliverio**  
**President**

\_\_\_\_\_  
**Larry J. Goodman, M.D.**  
**Chief Executive Officer**

**WHEATON FRANCISCAN SERVICES,  
INC.**

  
\_\_\_\_\_  
**John D. Oliverio**  
**President and Chief Executive Officer**

## LIST OF EXHIBITS

<b><u>EXHIBIT</u></b>	<b><u>DESCRIPTION</u></b>
A	Amended ROPH Articles
B	Amended ROPH Bylaws
C	Amended Synergon Articles
D	Amended Synergon Bylaws
E	Statement of Intentions
F	Benefit Transition Plan

**EXHIBIT A**

**Amended ROPH Articles**

**See attached.**

## EXHIBIT A

### AMENDED AND RESTATED ARTICLES OF INCORPORATION OF RUSH OAK PARK HOSPITAL, INC. an Illinois Not-For-Profit Corporation

The existing Articles of Incorporation of Rush Oak Park Hospital, Inc. are amended and restated in their entirety, to be effective [upon filing] with the Illinois Secretary of State, the text of which follows:

#### ARTICLE 1

##### Name

The name of the Corporation is Rush Oak Park Hospital, Inc. (the “**Corporation**”).

The Corporation was incorporated on March 27, 1906 as the Oak Park Hospital and Training School for Nurses, of the Sisters of Misericorde.

On May 9, 1986, the Corporation’s name was changed to Oak Park Hospital, through the filing of Articles of Amendment to the Articles of Incorporation.

On July 23, 2001, the Corporation’s name was changed to Oak Park Hospital, Inc., through the filing of Articles of Amendment to the Articles of Incorporation.

On July 3, 2003, the name of the Corporation was changed to Rush Oak Park Hospital, Inc., through the filing of Articles of Amendment to the Articles of Incorporation.

#### ARTICLE 2

##### Registered Agent

The address, including street, number, city and county, of the Corporation’s registered office is: 1700 W. Van Buren Street, Suite 301, Chicago, Illinois. The name of the registered agent at such office is Anne M. Murphy.

#### ARTICLE 3

##### Purposes

To establish, maintain and manage one or more health care institutions such as hospitals, clinics and other in-and out-patient facilities in order to provide for sick and disabled persons, including the needy and poor of every creed, nationality and color, and participation in health education and research endeavors

The Corporation shall be operated exclusively for charitable, research, educational, and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code (the “**Code**”), as may be amended from time to time, or any corresponding provisions of any future United States Internal Revenue Law, to engage in any lawful activities within a purpose for which a corporation may be organized under the Illinois

General Not-for-Profit Corporation Act, which are not inconsistent with the purposes stated herein.

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, any private shareholder or individual, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office except as authorized under the Code.

The Corporation shall not carry on any other activities not permitted to be carried on: (i) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code; or (ii) by a corporation contributions to which are deductible under Section 170(c)(2) of the Code.

The Corporation shall operate for the benefit of, and to support the activities of, the Corporate Member.

#### **ARTICLE 4 Member**

The Corporation shall have one member, which shall be Rush University Medical Center, an Illinois not-for-profit corporation (the **"Corporate Member"**). The rights and authorities of such Corporate Member shall be as set forth in the Bylaws of the Corporation, as amended from time to time.

#### **ARTICLE 5 Board of Directors**

The business and affairs of the Corporation, and the control and disposition of its property and funds, shall be managed by or under the direction of the Board of Directors (the **"Board"**), subject to the rights and authorities of the Corporate Member. The qualification, tenure, number, election, powers and duties of the members of the Board shall be as provided in the Bylaws. No officer, member of the Board or employee of the Corporation shall receive or be lawfully entitled to receive any pecuniary profit from the operations thereof, except reasonable compensation for services actually rendered to or on behalf of the Corporation.

#### **ARTICLE 6 Dissolution**

Upon the dissolution or liquidation of the Corporation, which shall be subject to the rights and authorities of the Corporate Member, the assets of the Corporation not disposed of in discharging the Corporation's liabilities or otherwise distributed in accordance with

applicable legal requirements, shall be distributed to the Corporate Member, so long as the Corporate Member qualifies as an exempt organization under Section 501(c)(3) and Section 509(a)(1) or 509(a)(2) of the Code. In the event that the Corporate Member does not qualify as an exempt organization under Section 501(c)(3) and Section 509(a)(1) or 509(a)(2) of the Code at the time of the Corporation's dissolution, the assets of the Corporation shall be distributed to an organization or organizations determined by the Corporate Member, which shall be organized and operated exclusively for charitable purposes and qualify for exemption under Section 501(c)(3) and Section 509(a)(1) or 509(a)(2) of the Code. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organizations, as such court shall determine, that are organized and operated exclusively for such purposes.

Is this corporation a Condominium Association as established under the Condominium Property Act?

Yes \_\_\_\_\_ No  (Check one)

Is this corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954?

Yes \_\_\_\_\_ No  (Check one)

Is this corporation a Homeowner's Association which administers a common-interest community as defined in subsection (c) of Section 9-102 of the Code of Civil Procedure?

Yes \_\_\_\_\_ No  (Check one)

**EXHIBIT B**

**Amended ROPH Bylaws**

**See attached.**

**EXHIBIT B**

**AMENDED AND RESTATED**  
**BYLAWS**  
**OF**  
**RUSH OAK PARK HOSPITAL, INC.**

**EFFECTIVE [DATE]**

**AMENDED AND RESTATED**  
**BYLAWS**  
**OF**  
**RUSH OAK PARK HOSPITAL, INC.**

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**AMENDED AND RESTATED**  
**BYLAWS**  
**OF**  
**RUSH OAK PARK HOSPITAL, INC.**

**ARTICLE I**

**THE CORPORATION**

**Section 1.1. Corporate Name; Organization.**

The name of the corporation shall be Rush Oak Park Hospital, Inc. (the “**Corporation**”). The Corporation is a not-for-profit corporation organized under the laws of the State of Illinois.

**Section 1.2. Purposes.**

The Corporation is organized and shall be operated for the following purposes:

- (a) To establish, maintain and manage one or more health care institutions such as hospitals, clinics and other in-and out-patient facilities in order to provide for sick and disabled persons, including the needy and poor of every creed, nationality and color, and participation in health education and research endeavors.
- (b) The Corporation shall be operated exclusively for charitable, research, educational, and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code (the “**Code**”), as may be amended from time to time, or any corresponding provisions of any future United States Internal Revenue Law, to engage in any lawful activities within a purpose for which a corporation may be organized under the Illinois General Not-for-Profit Corporation Act, which are not inconsistent with the purposes stated herein.
- (c) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, any private shareholder or individual, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.
- (d) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office except as authorized under the Code.
- (e) The Corporation shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from federal income tax under Section 501(c)(3) of

the Code or (ii) by a corporation contributions to which are deductible under Section 170(c)(2) of the Code.

- (f) The Corporation shall operate for the benefit of, and to support the activities of, the Corporate Member.

**Section 1.3. Corporate Offices.**

The Corporation shall have and continuously maintain in this state a registered office and a registered agent whose office address is identical with such registered office, and may have such other offices within or without the State of Illinois as the Corporation's board of directors ("Board") may from time to time determine.

**Section 1.4. Corporate Dissolution.**

In the event that the board of trustees of the Member recommends and approves the dissolution of the Corporation, after paying or making provision for the payment of all of the liabilities and obligations of the Corporation, the Board shall distribute all of the assets of the Corporation as follows:

Upon the dissolution or liquidation of the Corporation, which shall be subject to the rights and authorities of the Member, the assets of the Corporation not disposed of in discharging the Corporation's liabilities or otherwise distributed in accordance with applicable legal requirements, shall be distributed to the Member, so long as the Member qualifies as an exempt organization under Section 501(c)(3) and Section 509(a)(1) or 509(a)(2) of the Code. In the event that the Member does not qualify as an exempt organization under Section 501(c)(3) and Section 509(a)(1) or 509(a)(2) of the Code at the time of the Corporation's dissolution, the assets of the Corporation shall be distributed to an organization or organizations determined by the Member, which shall be organized and operated exclusively for charitable purposes and qualify for exemption under Section 501(c)(3) and Section 509(a)(1) or 509(a)(2) of the Code. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organizations, as such court shall determine, that are organized and operated exclusively for such purposes.

**ARTICLE II**

**MEMBER**

**Section 2.1. Sole Corporate Member.**

The Corporation shall have one member, which shall be Rush University Medical Center, an Illinois not-for-profit corporation (the "Member").

**Section 2.2. Authority and Accountability.**

The Corporation shall have all of the authority necessary to achieve its responsibilities, subject to rights reserved to the Member, and shall be permitted to do all things that can be done by not-for-profit corporations organized under the laws of the State of Illinois.

**Section 2.3. Powers Reserved to the Member.**

The Member shall have the sole and exclusive power to:

- (a) Approve amendments to the Articles of Incorporation and these Bylaws.
- (b) Appoint individuals to serve as directors on the Corporation's Board, and to remove or replace of any or all of the directors of the Corporation (with or without cause).
- (c) Select the independent auditor of the Corporation and approve the Corporation's financial statements.
- (d) Approve the Corporation's incurrence of debt and develop thresholds for Member approval of ordinary course financial matters.
- (e) Develop and implement policy in the areas of human resources, finance, legal services, corporate compliance and corporate development for the Corporation.
- (f) Adopt from time to time employee and independent contractor template agreements and compensation ranges, plans, policies and methodologies (including the potential to award any incentive compensation) and benefits.
- (g) Establish policies and processes for Corporation's participation in information technology and other operational contracts, as identified from time to time by the Member.
- (h) Nominate an individual for the Board's election as the President and Chief Executive Officer of the Corporation, and the removal of any such individual so elected.
- (i) Approve the strategic plan for the Corporation.
- (j) Approve the annual capital and operating budgets for the Corporation.
- (k) Establish financial performance criteria for the Corporation.
- (l) Appoint the Chairperson of the Corporation.
- (m) Recommend or adopt a plan for the distribution of the assets of the Corporation, or for the dissolution of the Corporation or a revocation thereof.
- (n) Approve in advance any academic affiliations of the Corporation.

- (o) Recommend or adopt a plan of merger or adopt a plan of consolidation with another corporation, or authorize the sale, lease, exchange or mortgage of all or substantially all of the property or assets of the Corporation.
- (p) Have such other rights and responsibilities with regard to the Corporation as are delegated and transmitted in writing to the Corporation's Board by resolution of the Member.

**Section 2.4. Action by the Member.**

The Member shall act by executing and delivering to the Chairperson, President and Chief Executive Officer or Secretary of the Corporation, a written instrument or instruments, signed by an authorized officer of the Member setting forth the action taken. The action of the Member shall be deemed to have been taken on the dates the written instruments are so delivered unless the instruments provide otherwise.

**ARTICLE III**

**BOARD OF DIRECTORS**

**Section 3.1. Composition.**

- (a) Number and Composition of Directors. The Board shall consist of not less than five (5) and not more than ten (10) voting directors, each of whom shall be appointed to serve by the Member. The President and Chief Executive Officer, and the President of the Medical Staff, shall also serve as members of the Board, *ex officio*, without vote.

The Board in place as of the effective date of these Bylaws shall be comprised of five (5) voting directors appointed by the Member.

In selecting individuals for appointment to the Board, the Member shall strive to provide that a majority shall be independent individuals who are representative of the community and meet such criteria for appointment to the Board as may be established from time to time by the Member. An individual's independence shall be determined in accordance with criteria and standards established from time to time under Section 501(c)(3) of the Internal Revenue Code and accompanying regulations and other applicable laws and regulations.

- (b) Qualifications. Candidates for membership on the Board shall have as basis qualifications:
  - (i) Personal competency.
  - (ii) An awareness of and a commitment to the mission of the Corporation and Member.
  - (iii) An interest in the operations of the Corporation.

**Section 3.2. Powers of the Board of Directors.**

- (a) At all times, the Board of the Corporation shall support the mission of the Corporation and of the Member, and shall direct the activities and resources of the Corporation so that the Corporation functions as an integrated part of the Member's network of facilities.
- (b) In furtherance of the foregoing, the Board shall oversee the implementation of the resolutions and policies adopted from time to time by the Board or the Member. Moreover, the Board shall inform the Member of any developing problems or emerging opportunities.
- (c) The Board shall bear overall responsibility for ensuring the quality of care and services rendered by the Corporation. Moreover, the Board shall participate with the Member in the review of community needs, strategic planning to meet those needs and development of community support.
- (d) In the performance of their role, the Board, individually and collectively, shall:
  - (i) Attend general Board orientation and continuing education programs.
  - (ii) Become knowledgeable of and keep abreast of societal trends.
  - (iii) Treat confidentially all sensitive, privileged and proprietary information regarding the Corporation and the Member.
- (e) Responsibilities of Directors. Subject to the rights and responsibilities reserved to the Member pursuant to Section 2.3, the Board shall retain all other powers and authority over the Corporation's activities, assets and operations. The responsibilities of the Board shall include, without limitation, the following, to:
  - (i) Propose amendments to the Articles of Incorporation and these Bylaws, subject to the approval of the Member.
  - (ii) Provide input in the development of mission and purpose statements of the Corporation and management and operations policies, consistent with and in furtherance of the philosophy and mission of the Member, for approval by the Member.
  - (iii) Direct the activities and resources of the Corporation so that they serve the purposes of the Corporation and the Member.
  - (iv) Execute the policies and resolutions adopted from time to time by the Member.
  - (v) Participate in the identification of candidates for the Board and to recommend to the Member suitable candidates.

- (vi) Make recommendations to the Member regarding any matter reserved to them in Section 2.3 above.
- (vii) Elect the officers of the Corporation (other than the Chairperson and President and Chief Executive Officer) from a slate of candidates provided by the Member.
- (viii) Review and recommend to the Member the strategic plan for the Corporation.
- (ix) Approve and monitor a Corporation quality assurance program, including a component dealing with the mission of the Corporation.
- (x) Recommend to the Member the approval of any auxiliary or special volunteer organization that shall be affiliated in any way with the Corporation.

**Section 3.3. Appointment.**

Directors shall be appointed annually by the Member and shall take office at the first Board meeting following their election.

**Section 3.4. Term of Office.**

The Board in place as of the effective date of these Bylaws shall be comprised of five (5) voting directors appointed by the Member. Three (3) of these voting directors shall be those independent community member directors who are serving as directors as of the effective date of these Bylaws (the “**Transition Directors**”). The Transition Directors shall serve the remainder of their terms as then in effect (*i.e.*, a Transition Director with one year remaining on his or her term shall serve out the remainder of said term). The remaining two (2) director positions shall be filled via appointment by the Member in accordance with this Article III.

Directors shall serve for terms of three (3) years, or until their earlier resignation, removal or death. Notwithstanding the foregoing, a newly-appointed director may in some cases be appointed for an initial term of only one (1) or two (2) years; this is referred to as an “initial term,” and does not constitute a full term for purposes of applicable term limitations (if any). Directors’ terms shall expire on the date of the annual meeting of the Board or, if later, when their successors are appointed. The terms of the directors shall be staggered so that as near as possible an equal number of directors will be appointed each year. Except as provided below, directors may not serve for more than two (2) consecutive three (3) year terms unless there is a one (1) year hiatus between the second and third term. Notwithstanding the foregoing, *ex officio* directors shall serve without limitation as to tenure or term of office.

**Section 3.5. Vacancies, Removal and Resignation.**

Vacancies on the Board due to death, resignation, or other cause shall be filled during the term through appointment by the Member as set forth in Section 3.3 of these Bylaws. Directors so appointed shall hold office for the duration of the vacated term or until their successors have been appointed. A director may resign at any time by giving written notice of such resignation to the Chairperson of the Board. A director may be removed at any time, with or without cause, by the Member. Failure of a director to attend a minimum of two-thirds (2/3) of the Board meetings, or a minimum of one-half (1/2) of the regular meetings of assigned committees, shall result in a review and may be a basis for removal or non-re-appointment.

**Section 3.6. Annual Meeting of the Board.**

The annual meeting of the Board shall be held during the month of June at the principal office of the Corporation, or at such date, time and place as may be designated by the Board.

**Section 3.7. Regular Meetings of the Board.**

Regular meetings of the Board shall be held at least quarterly, at such date, time and place as shall be designated by the Board on an annual basis. Notice of regular meetings may, but need not be, provided.

**Section 3.8. Special Meetings of the Board.**

Special meetings of the Board may be called by the Member, the Board Chairperson, the Executive Committee, or the President and Chief Executive Officer. Notice of special meetings shall be delivered to each director at any time prior to the date of the meeting, except where a specified period of advance notice is required by law or these Bylaws. Except as required by law or these Bylaws, any meeting notice may, but need not, state generally the nature of the business to be taken up at the meeting. Whenever any notice is required to be given by law or pursuant to these Bylaws, a waiver thereof in writing signed by the person(s) entitled to such notice shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute waiver of notice thereof unless the person at the meeting objects to the holding of the meeting because proper notice was not given.

**Section 3.9. Informal Action by Directors.**

Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof.

**Section 3.10. Quorum at Board Meetings.**

For all meetings of the Board (other than for action taken by unanimous written consent), a quorum shall be a majority of the directors then serving.

**Section 3.11. Action.**

The affirmative act of a majority of directors present at a meeting at which a quorum exists shall be the act of the Board, except to the extent that a greater proportion is required by law or these Bylaws.

**Section 3.12. Meeting by Conference Telephone.**

Members of the Board may attend meetings of the Board by conference telephone or other communications equipment by which all persons participating in the meeting can communicate with each other.

**Section 3.13. Voting.**

Each director shall be entitled to cast one (1) vote on all matters presented to the Board. Voting by proxy shall not be permitted.

**Section 3.14. Authority.**

The Board of the Corporation shall have all the authority necessary to achieve its responsibilities. Subject to the rights reserved to the Member, the Board shall have full power and authority to do and to perform any and all acts and functions that are not inconsistent with the laws governing the operation of the Corporation, the Articles of Incorporation, these Bylaws, and policies and directives of the Member.

**ARTICLE IV**

**OFFICERS OF THE CORPORATION**

**Section 4.1. Designation of Corporate Officers.**

- (a) **Officers.** The officers of the Corporation shall be as follows:
- (i) A Chairperson of the Board.
  - (ii) A Vice Chairperson of the Board.
  - (iii) A President and Chief Executive Officer.
  - (iv) A Secretary.
  - (v) A Treasurer.
  - (vi) Such other assistant officers of administrative officers as may be deemed necessary or appropriate.
- (b) **Qualifications.** The Chairperson and Vice Chairperson must be selected from among the directors; other officers need not be directors. Any two (2) offices may be held by the same person, except the offices of:

- (i) Chairperson and Vice Chairperson.
- (ii) President and Secretary.
- (c) Titles. Officers may be designated by titles different from the titles designated here, but the Board shall ensure that the authority and responsibilities of each officer designated in these Bylaws shall vest in appropriate officers however titled.

**Section 4.2. Board Chairperson.**

The Board Chairperson shall preside over meetings of the Board and the Executive Committee, and shall have all of the responsibilities and shall exercise all of the authority that this office customarily requires.

**Section 4.3. Board Vice Chairperson.**

In the absence of the Board Chairperson, or in the event of the Chairperson's inability or refusal to act, the Board Vice Chairperson shall chair meetings of the Board and the Executive Committee, and shall perform such other duties as may be delegated to the Vice Chairperson from time to time by the Board or the Board Chairperson.

**Section 4.4. President and Chief Executive Officer.**

The President and Chief Executive Officer shall be the chief executive of the Corporation, shall be the direct executive representative of the Board in management of the Corporation, and shall have all the duties and authority which such position would customarily require, including those specifically set forth in these Bylaws. The President and Chief Executive Officer shall serve *ex officio* (by virtue of office) on the Board and as a member on each committee of the Board, without vote, unless otherwise provided in these Bylaws. The President and Chief Executive Officer shall be the executive head and administrator of the hospital operated by the Corporation.

**Section 4.5. Secretary.**

The Secretary shall oversee the creation and maintenance of the minutes of the meetings of the Corporation and the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law and see that proper custodial steps are in place to secure the corporate records. The Secretary shall be responsible directly or indirectly for executing all other duties incident to the office of Secretary, and such additional duties as may be assigned by the President and Chief Executive Officer or by the Board.

**Section 4.6. Treasurer.**

The Treasurer shall provide financial oversight and ensure that proper systems and safeguards are in place regarding the Corporation's fiscal accounts. The Treasurer shall serve on the Executive Committee and shall also participate in any committee activity or

committees specifically established in relation to finance and audit matters. The Treasurer shall be responsible directly or indirectly for executing all other duties incident to the office of Treasurer, and such additional duties as may be assigned by the President and Chief Executive Officer or by the Board.

**Section 4.7. Assistant Officers.**

Assistant officers shall perform such duties as shall be assigned to them by the officer to which they are assistant, by the President and Chief Executive Officer, or by the Board.

**Section 4.8. Administrative Officers.**

The Corporation may have such other administrative officers as the President and Chief Executive Officer shall determine, who shall be appointed, supervised and subject to removal by the President and Chief Executive Officer. Except as specifically indicated in this Article IV, the term "officers" shall not include administrative officers.

**Section 4.9. Election, Term, Resignation and Removal.**

- (a) Election.
  - (i) The Chairperson and President and Chief Executive Officer shall be appointed by the Member.
  - (ii) The other officers of the Corporation shall be elected annually by the Corporation's Board as set forth in Article III.
- (b) Term. The Corporation's President and Chief Executive Officer shall serve for a term to coincide with the duration of his or her employment as the President and Chief Executive Officer. All other officers shall hold office for a period of one (1) year, or until their earlier resignation, removal or death. Officers' terms shall expire on the date of the annual meeting of the Board or, if later, when their successors are appointed (in the case of the Chairperson) or elected.
- (c) Resignation. An officer of the Corporation may resign at any time by filing a written resignation with the Secretary.
- (d) Removal. The Chairperson of the Corporation may be removed at any time, with or without cause, by the Member. The President and Chief Executive Officer of the Corporation shall be deemed removed in the event that such individual's employment terminates for any reason. The other officers of the Corporation may be removed at any time, with or without cause, by the Corporation's Board, acting in the best interests of the Corporation.

## ARTICLE V

### COMMITTEES OF THE BOARD OF DIRECTORS

#### Section 5.1. Committees Generally.

Committees are designed to facilitate the actions of the Board and enable it to function more efficiently and effectively. Committees shall meet at the time and place designated by the chairperson of each such committee.

#### Section 5.2. Types of Committees.

Committees of the Board shall be standing or special. The Executive Committee shall be a standing committee of the Board.

Other standing committees may be authorized by amendment of these Bylaws. Special committees may be created or terminated at any time by resolution of the Board, and shall continue until dissolved by the Board.

#### Section 5.3. Composition of Committees.

The Board shall appoint committee members and committee chairpersons. Each committee shall include at least two (2) directors. At least a majority of committee members shall be directors, except that all members of the Executive Committee shall be directors. The Board Chairperson shall serve as an *ex officio* member of all committees. Committee members shall serve at the pleasure of the Board. All committees, whether standing or special, dealing with Medical Staff issues shall have Medical Staff representation.

#### Section 5.4. Responsibilities, Authority and Accountability of Committees.

Except as otherwise provided, or as specifically determined by the Board, committees shall have the responsibility of achieving their purpose described in these Bylaws or the action creating them, shall exercise the authority reasonably necessary to achieve these responsibilities, and shall account to the Board directly or through the Executive Committee. Notwithstanding the foregoing, no committee shall be authorized to take any action otherwise reserved to the Member as described herein. The authority of any committee shall also be subject to such other limitations as may be imposed by law.

#### Section 5.5. Committee Rules, Procedures and Action.

Each committee shall keep minutes of its meetings, and may adopt rules for its own governance not inconsistent with these Bylaws or the acts of the Board.

- (a) Quorum at Committee Meetings. For all committee meetings, a quorum shall be a majority of committee members then serving.

- (b) Meeting by Conference Telephone. Committee members may attend meetings of the committee by conference telephone or other communications equipment by which all persons participating in the meeting can communicate with each other.
- (c) Voting. Each committee member shall be entitled to cast one (1) vote on all matters presented to the committee. Voting by proxy shall not be permitted.
- (d) Action. The affirmative act of a majority of committee members present at a meeting at which quorum exists shall be the act of the committee.
- (e) Information Action by Committee Members. Any action required or permitted to be taken at a meeting of a committee may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the committee members entitled to vote with respect to the subject matter thereof.

**Section 5.6. Executive Committee.**

The Executive Committee shall consist of:

- The Chairperson of the Board;
- The Vice Chairperson of the Board; and
- The President and Chief Executive Officer of the Hospital.

Notwithstanding any other provision of these Bylaws, the President and Chief Executive Officer of the Hospital shall have a vote in all matters before the Executive Committee.

The Executive Committee shall:

- (a) Perform such functions as may be assigned to it from time to time by the Board.
- (b) Have the authority to exercise all of the power of the Board between meetings of the Board, subject to Section 5.4 above.

**ARTICLE VI**

**FISCAL MATTERS**

**Section 6.1. Fiscal Year.**

The fiscal year of the Corporation shall commence on July 1st of each year and shall end on June 30th of each succeeding year.

**Section 6.2. Financial Transactions.**

Subject to the reserved powers and authority of the Member, the President and Chief Executive Officer and his/her express designees shall be authorized to execute documents

and enter into financial transactions on behalf of the Corporation within the scope of his/her employment and subject to other provisions of these Bylaws. In addition, the Board may authorize other officers or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, with such authority being either general or confined to specific instances.

**Section 6.3. Checks, Drafts, Etc.**

All checks, drafts, wire transfers of funds, other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation or to the Corporation, shall be signed or endorsed by such officers or agents of the Corporation and in such manner as shall be determined by resolution of the Board.

**Section 6.4. Deposits.**

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as shall be determined by resolution of the Board.

**Section 6.5. Maintenance of Records.**

The Corporation shall keep correct and complete books and records of account and of the activities of the Corporation. Such records shall be open to inspection upon the demand of the Member or any director.

**Section 6.6. Annual Budgets.**

The Board shall prepare or have prepared the annual capital and operating budgets of the Corporation in consultation with the Member; provided, however, that such annual budgets and the annual capital and operating budgets shall be approved by the Member before becoming effective.

**Section 6.7. Asset Transfers.**

Except for transfers identified in the Member-approved budgets of the Corporation or transfers authorized by Member-approved policies, the Corporation may neither transfer assets nor approve the transfer of assets to entities other than the Member or to entities the Member controls, without the approval of the Member. The Member shall have the right to require the Corporation to transfer assets to the extent necessary to accomplish goals and objectives of the Member. The Corporation shall not, in so doing, be required to violate its charitable purposes, the terms of any restricted gifts, or the covenants of any financing documents.

**Section 6.8. Insurance.**

The Member shall have the power and authority to require the Corporation to maintain adequate insurance or self-insurance programs and other forms of risk financing. The

Member's power shall include the authority to specify maximum self-insurance retention levels and minimum excess insurance levels.

**Section 6.9. Participation by Corporation.**

The Corporation may neither participate, nor approve of the participation in, any new or renewed arrangements or agreements involving other health care systems or networks, affiliations, joint ventures, mergers or acquisitions without the approval of the Member. The Member shall have the power and authority to require the Corporation to participate in such arrangements.

**Section 6.10. Managed Care Arrangements.**

The Corporation shall not participate in any new or renewed managed care and/or other health care service purchase arrangements (*i.e.*, HMO, PPO) without the approval of the member. The Member shall have the power and authority to require the Corporation to participate in such health care service purchase arrangements. The Member, or its authorized designee, is authorized to act as the point of contact and contracting party between purchasers of health care services and the corporation.

**Section 6.11. Participation in New Ventures.**

The Corporation shall not develop, construct or implement any new health care facility or program or service line without the prior approval of the Member.

**ARTICLE VII**

**MEDICAL STAFF**

**Section 7.1. Organization of the Medical Staff.**

The Board of Trustees shall ensure that the physicians, dentists, osteopaths, podiatrists, and other practitioners practicing in the hospital are organized as a Medical Staff. Such Medical Staff shall develop its own bylaws and rules and regulations subject to approval of the Board. The bylaws and rules and regulations of the Medical Staff are to be reviewed at least annually and appropriate recommendations for revisions shall be submitted to the Board for approval. An Executive Committee of the Medical Staff shall be created to act on behalf of the entire Medical Staff, and the Medical Staff shall elect its own president.

**Section 7.2. Appointment to the Medical Staff.**

Appointments to the Medical Staff shall be made by the Board in numbers not exceeding the hospital's needs, and shall be based in part upon recommendations of the Medical Executive Committee and made effective upon approval of the Board.

**Section 7.3. Responsibility for Review.**

The Board shall hold the Medical Staff responsible for reviewing the professional competence of all staff members and applicants and for making recommendations on appointment, reappointment, staff category and privileges, and for the increase or curtailment of the same.

**Section 7.4. Bylaws, Rules and Regulations of the Medical Staff.**

The Medical Staff shall adhere to the Medical Staff Bylaws, Rules and Regulations as prepared by the Medical Staff and Board, upon final approval by the Board.

**Section 7.5. Contract Terms and Medical Staff Membership.**

Upon termination of their contract, persons holding medical/ administrative positions will have their clinical privileges or Medical Staff membership terminated or reduced unless provided to the contrary in their contract.

**ARTICLE VIII**

**CONFLICTS OF INTEREST**

**Section 8.1. Conflicts or Duality of Interest.**

It is the policy of the Corporation that real or apparent conflicts of interest involving the proprietary interests of persons or their immediate families are undesirable, but can be rendered harmless if there is full and prompt disclosure, and if the Board nonetheless approves of the transaction or arrangement creating such a conflict, finding the transaction or arrangement to be in the best interests of and for the benefit of the Corporation, and fair and reasonable thereto in all respects. In furtherance of the foregoing, the Board shall approve, implement and maintain a Conflicts of Interest Policy developed and approved by the Member, which shall apply to the Board, committees, officers, employees and agents who act for the Corporation. The Corporation shall develop and implement appropriate procedures to bring this Conflicts of Interest Policy to the attention of all persons covered thereby and to maintain appropriate records that conflicts are disclosed and prescribed activity respected.

**ARTICLE IX**

**LIABILITY AND INDEMNIFICATION**

**Section 9.1. General Liability.**

No director, officer, or committee member of the Corporation, or other person, shall contract or incur any debts on behalf of the Corporation other than in the regular course of employment, or in any way render the Corporation liable unless authorized in the manner set forth herein. No officer, director, committee member, or employee of the

Corporation is authorized to promise the moral or financial support of the Corporation for any charitable or other objective, unless authorized in the manner set forth herein.

**Section 9.2. Indemnification.**

The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is made or is threatened to be made a party, or is otherwise involved, in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that she or he is or was a director, officer or employee of the Corporation, acting in the scope of his or her duties, or is or was serving, at the request of the Corporation, as a member of any committee of the Board or as a director, officer, employee or agent of another corporation, trust or other enterprise, against all liability and loss suffered and expenses (including attorney's fees) reasonably incurred by such person. The Corporation will carry indemnity insurance for all members of the Board in an amount deemed reasonable by the Member of the Corporation. No repeal or amendment of this provision shall adversely affect any right or protection of a director or officer of the Corporation existing at the time of such repeal or amendment.

**Section 9.3. Non-Discrimination.**

The Corporation recognizes the rights of all persons to equal opportunity in employment, compensation, promotion, positions of leadership and authority and shall not at any time discriminate against any employee, applicant for employment, director, Officer, or any other person with whom it deals, because of race, religion, color, handicap, disability, sex, national origin, ancestry, marital status, sexual orientation or age.

**ARTICLE X**

**AMENDMENTS**

**Section 10.1. Amendment Procedure.**

These Bylaws and the Articles of Incorporation may be amended by the Board at its annual meeting or any regular or special meeting of the Board; provided that the Member shall approve such amendment before the same shall become effective.

**EXHIBIT C**

**Amended Synergon Articles**

**See attached.**

## EXHIBIT C

### AMENDED AND RESTATED ARTICLES OF INCORPORATION OF SYNERGON HEALTH SYSTEM, INC. an Illinois Not-For-Profit Corporation

The existing Articles of Incorporation of Synergon Health System, Inc. are amended and restated in their entirety, to be effective [upon filing] with the Illinois Secretary of State, the text of which follows:

#### ARTICLE 1

##### Name

The name of the Corporation is Synergon Health System, Inc. (the "**Corporation**"), an Illinois not-for-profit corporation, incorporated on October 1, 1990.

#### ARTICLE 2

##### Registered Agent

The address, including street, number, city and county, of the Corporation's registered office is: 1700 W. Van Buren Street, Suite 301, Chicago, Illinois. The name of the registered agent at such office is Anne M. Murphy.

#### ARTICLE 3

##### Purposes

The Corporation shall be operated exclusively for charitable, research, educational, and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code (the "**Code**"), as may be amended from time to time, or any corresponding provisions of any future United States Internal Revenue Law, to engage in any lawful activities within a purpose for which a corporation may be organized under the Illinois General Not-for-Profit Corporation Act, which are not inconsistent with the purposes stated herein.

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, any private shareholder or individual, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office except as authorized under the Code.

The Corporation shall not carry on any other activities not permitted to be carried on: (i) by a corporation exempt from federal income tax under Section 501(c)(3) of the

Code; or (ii) by a corporation contributions to which are deductible under Section 170(c)(2) of the Code.

The Corporation shall operate for the benefit of, and to support the activities of, the Corporate Member.

#### **ARTICLE 4 Member**

The Corporation shall have one member, which shall be Rush University Medical Center, an Illinois not-for-profit corporation (the “**Corporate Member**”). The rights and authorities of such Corporate Member shall be as set forth in the Bylaws of the Corporation, as amended from time to time.

#### **ARTICLE 5 Board of Directors**

The business and affairs of the Corporation, and the control and disposition of its property and funds, shall be managed by or under the direction of the Board of Directors (the “**Board**”), subject to the rights and authorities of the Corporate Member. The qualification, tenure, number, election, powers and duties of the members of the Board shall be as provided in the Bylaws. No officer, member of the Board or employee of the Corporation shall receive or be lawfully entitled to receive any pecuniary profit from the operations thereof, except reasonable compensation for services actually rendered to or on behalf of the Corporation.

#### **ARTICLE 6 Dissolution**

Upon the dissolution or liquidation of the Corporation, which shall be subject to the rights and authorities of the Corporate Member, the assets of the Corporation not disposed of in discharging the Corporation’s liabilities or otherwise distributed in accordance with applicable legal requirements, shall be distributed to the Corporate Member, so long as the Corporate Member qualifies as an exempt organization under Section 501(c)(3) and Section 509(a)(1) or 509(a)(2) of the Code. In the event that the Corporate Member does not qualify as an exempt organization under Section 501(c)(3) and Section 509(a)(1) or 509(a)(2) of the Code at the time of the Corporation’s dissolution, the assets of the Corporation shall be distributed to an organization or organizations determined by the Corporate Member, which shall be organized and operated exclusively for charitable purposes and qualify for exemption under Section 501(c)(3) and Section 509(a)(1) or 509(a)(2) of the Code. Any such assets not so disposed of shall be disposed by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organizations, as such court shall determine, that are organized and operated exclusively for such purposes.

Is this corporation a Condominium Association as established under the Condominium Property Act?

Yes \_\_\_\_\_ No  (Check one)

Is this corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954?

Yes \_\_\_\_\_ No  (Check one)

Is this corporation a Homeowner's Association which administers a common-interest community as defined in subsection (c) of Section 9-102 of the Code of Civil Procedure?

Yes \_\_\_\_\_ No  (Check one)

**EXHIBIT D**

**Amended Synergon Bylaws**

**See attached.**

**EXHIBIT D**

**AMENDED AND RESTATED**  
**BYLAWS**  
**OF**  
**SYNERGON HEALTH SYSTEM, INC.**

**EFFECTIVE [DATE]**

**AMENDED AND RESTATED**  
**BYLAWS**  
**OF**  
**SYNERGON HEALTH SYSTEM, INC.**

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**AMENDED AND RESTATED**  
**BYLAWS**  
**OF**  
**SYNERGON HEALTH SYSTEM, INC.**

**ARTICLE I. THE CORPORATION.**

**Section 1.1. Composition.** SYNERGON HEALTH SYSTEM, INC. (the “**Corporation**”) is a not for profit corporation organized under the laws of the State of Illinois.

**Section 1.2. Responsibilities.** This Corporation and all who are associated with it are responsible to function in a manner which is consistent with and in furtherance of its corporate purposes and in accordance with the articles of incorporation and these bylaws.

**Section 1.3. Authority.** This Corporation, subject to the rights reserved to its Member and the provisions of these bylaws, shall have all of the authority of, and shall be permitted to do all things which can be done by, not-for-profit corporations organized under the laws of the State of Illinois.

**Section 1.4. Corporate Offices.** This Corporation shall have and continuously maintain in Illinois a registered office and a registered agent whose office address is such registered office, and may have other offices within or without the State as the board of directors determine.

**Section 1.5. Purposes.** This Corporation is organized and shall be operated for the following purposes:

- (a) To engage in any lawful activities within a purpose for which a corporation may be organized under The General Not For Profit Corporation Act of 1986, as amended, which are not inconsistent with the foregoing purpose.
- (b) To operate exclusively for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, and any amendments thereto (the “**Code**”), with the limitations that:
  - (i) No part of the net earnings of this Corporation shall inure to the benefit of, or be distributable to members of the board of directors, officers, or other persons, except that this Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.
  - (ii) No substantial part of the activities of this Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and this Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political

campaign on behalf of any candidate for public office except as authorized under the Code.

- (iii) Notwithstanding any other provisions of these bylaws or the articles of incorporation, this Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.
- (iv) The Corporation will operate for the benefit of, and to support the activities of its Member.

## ARTICLE II. MEMBER.

Section 2.1. Composition. The sole corporate member of this Corporation is Rush University Medical Center, an Illinois not-for-profit corporation (“**Member**”).

Section 2.2. Responsibilities of the Member in Relation to this Corporation. In addition to doing all things required or allowed by law, the Member shall have the rights and responsibilities in relation to this Corporation expressly granted in this Corporation’s articles of incorporation or these bylaws.

Section 2.3. Meetings of Member. All meetings of Member shall be held as scheduled by the Member at its principal office or at such other location as the Member shall designate.

Section 2.4. Powers Reserved to the Member. The Member shall have the sole and exclusive power to:

- (i) Approve amendments to the Corporation’s articles of incorporation and these bylaws.
- (ii) Appoint individuals to serve on the board of directors, and to remove or replace of any or all of the directors of the Corporation (with or without cause).
- (iii) Select the independent auditor of the Corporation and approve the Corporation’s financial statements.
- (iv) Approve the Corporation’s incurrence of debt and develop thresholds for Member approval of ordinary course financial matters.
- (v) Approve the annual capital and operating budgets for the Corporation.
- (vi) Recommend or adopt a plan for the distribution of the assets of the Corporation, or for the dissolution of the Corporation or a revocation thereof.

- (vii) Recommend or adopt a plan of merger or adopt a plan of consolidation with another corporation, or authorize the sale, lease, exchange or mortgage of all or substantially all of the property or assets of the Corporation.
- (viii) Have such other rights and responsibilities with regard to the Corporation as are delegated and transmitted in writing to the Corporation's board of directors by resolution of the Member.

### ARTICLE III. BOARD OF DIRECTORS.

#### Section 3.1. Composition.

- (a) Number of Directors. The board of directors shall consist of three (3) directors.
- (b) Qualification. Candidates for membership on the board of directors shall have as basic qualifications: personal competency and an interest in the operations of this Corporation.
- (c) Appointment of Directors. The directors shall be appointed by the Member.
- (d) Term of Office. Directors shall serve for terms of four (4) years, or the sooner of their death or resignation unless otherwise removed by the Member.
- (e) Vacancies. Vacancies on the board due to removal, death, resignation, or other cause shall be filled during the term by the Member.
- (f) Resignation. Any director may resign at any time by giving written notice of such resignation to the chairperson of the board of directors.
- (g) Attendance at Meetings. Failure of a director in any twelve (12) month period to attend a minimum of two thirds (2/3) of the board meetings and a minimum of one half (1/2) of the regular meetings of assigned committees of the board shall result in a review and may be the basis for removal or non reappointment.

Section 3.2. Responsibilities of Directors. The business of the corporation shall be managed by the directors, subject to those rights reserved to the Member.

Section 3.3. Accountability. The board of directors and, through the board, the president and chief executive officer, shall account regularly through appropriate organization channels to the Member on the manner and effectiveness with which they have discharged their responsibilities hereunder.

#### Section 3.4. Meeting and Procedure Rules.

- (a) Annual Meeting of the Board. The annual meeting of the board of directors shall be held during the month of December at the principal office of this Corporation or at such place as may be designated from time to time by the board of directors

at such hour as may be designated in the notice for the purpose of transacting such business as shall be desirable.

- (b) Regular Meetings of the Board. Regular meetings of the directors shall be held at least quarterly, at such time and place as determined by the board of directors.
- (c) Special Meetings of the Board. Special meetings of the board of directors may be called by the board chairperson, the Executive Committee, the president and chief executive officer or upon written request of any two (2) directors of this Corporation.
- (d) Notice of Board Meetings. Written notice of all board meetings shall be mailed by first class mail or delivered to each director at least five (5) calendar days before the date of the meeting, which notice shall in the case of special meetings state generally the nature of the business to be taken up at the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail in a sealed envelope, properly addressed, postage prepaid.
- (e) Quorum at Board Meetings. For all meetings of the board of directors a quorum shall be a simple majority of the directors then serving.
- (f) Informal Action by Directors.
  - (i) Any action which may be taken at a meeting of the board of directors, or of any committee of the board of directors, also may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the directors or committee members, then serving, entitled to vote with respect to the subject matter thereof, as the case may be. Any consent signed by all the directors or all the members of the committee shall have the same effect as a unanimous vote, and may be stated as such in any document filed with the Secretary of State or with anyone else.
  - (ii) Actions may be taken by the board of directors and by its committees without a meeting provided that a polling of the members indicates unanimous consent for the action so taken, that the results of such polling are made a part of the minutes of the board of directors or its committee, and that such minutes are reviewed by the board of directors at its following meeting.
- (g) Meeting by Conference Telephone. Some or all 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 or similar communications equipment provided that all persons participating in the meeting can hear each other at the same time. Participation in such a meeting shall constitute attendance and presence in person at the meeting.

- (h) Procedure at Meetings. Robert's Rules of Order Revised (latest edition) shall govern procedure at all meetings of the board of directors and its committees where not covered expressly by these bylaws.
- (i) Voting. At each meeting of the board of directors, each director shall be entitled to cast one (1) vote on all matters presented for approval. Voting by proxy shall not be permitted.

Section 3.5. Committees of the Board of Directors.

- (a) Committees Generally. Committees are designed to facilitate the actions of the board. As such, they engage in acts of governance or engage in actions which are a necessary prelude to an act of governance. Committees do not expand or contract the responsibilities or authority of the board, but instead enable the board to function more efficiently and effectively. The board may form committees as if determined to be reasonable and necessary, with such committees subject to the authority of the board in all respects.

ARTICLE IV. OFFICERS OF THE CORPORATION.

Section 4.1. Designation of Corporate Officers. The officers of this Corporation shall be a chairperson, a secretary and a treasurer. The officers shall be elected by the Member at the annual meeting of the Member, shall hold office for a period of one (1) year or until their successors shall have been duly elected and qualified. Any two (2) offices may be held by the same person except the offices of chairperson and secretary. The chairperson must be selected from among the directors; the other officers need not be directors.

Section 4.2. Duties of the Board Chairperson. The board chairperson shall have all of the responsibilities and shall exercise all of the authority which this office customarily requires, including, but not limited to the following:

- (a) Presiding over the meetings of the board of directors.
- (b) Participating fully as a member of the board of directors.
- (c) Providing general oversight and direction of the secretary and the treasurer to assure that their duties as such officers are properly performed.
- (d) Performing such additional duties as may be assigned by the board of directors from time to time.
- (e) Authority. The chairman shall have the authority to plan, organize, direct and control all of the activities of this Corporation in accordance with policies and directives of the board of directors and of the Member.

Section 4.3. Duties of the Secretary. The secretary shall be responsible directly or indirectly for executing all of the duties incident to the office of secretary, including overseeing that adequate records of the meetings of the board of directors are reported and kept in the

books provided for that purpose, that all notices are duly given and waivers of notices received in accordance with the provisions of these bylaws and as required by law, and that a register of the post office address of each director of this Corporation is maintained. The secretary shall perform such additional duties as may be assigned by the chairman. The secretary shall exercise all necessary authority to accomplish the assigned responsibilities subject to the requirements of the articles of incorporation, these bylaws, and the policies and directives of the board of directors. The secretary is accountable to the board of directors.

Section 4.4. Duties of the Treasurer. The treasurer shall be responsible directly or indirectly by delegation to agents for the maintenance of adequate books of account for this Corporation, shall have charge and custody of all funds and securities of this Corporation, shall be responsible for the receipt and disbursement thereof, and shall perform such other duties as from time to time may be assigned by the chairman. The treasurer shall exercise all necessary authority to accomplish these responsibilities subject to the provisions of the articles of incorporation, these bylaws, and the policies and directive of the board of directors. The treasurer may be required to give a bond for the faithful discharge of duties in such sum and with such surety or sureties as the board shall determine. The treasurer shall be accountable to the board of directors.

Section 4.5. Resignation and Removal. An officer of the Corporation may resign at any time by filing a written resignation with the secretary. Further, the board of directors may remove an officer of this Corporation previously elected by the board from office by means of a resolution which receives an affirmative vote of a majority of all of the members of the board, subject to the provisions of these bylaws, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed.

#### ARTICLE V. FISCAL MATTER.

Section 5.1. Fiscal Year. The fiscal year of this Corporation shall commence on January 1st of each year and shall end on December 31 of each year.

Section 5.2. Contracts. The chairman and her/his express designees shall be authorized to execute contracts in the name of and on behalf of this Corporation, subject to limitations adopted by the board and the Member. In addition, the board may authorize other officers or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of this Corporation, with such authority being either general or confined to specific instances.

Section 5.3. Loans. No loans shall be contracted on behalf of this Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors and approved by the Member. No loan shall be granted to an officer or director of this Corporation.

Section 5.4. Budgets. The board of directors of the Corporation shall prepare or have prepared the annual operating and capital expenditure budgets of this Corporation for approval by the Member.

Section 5.5. Checks, Drafts, Etc. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of this Corporation or to this Corporation, shall be signed or endorsed by such officer or officers, or agent or agents of this Corporation and in such manner as shall from time to time be determined by resolution of the board as approved by the Member.

Section 5.6. Deposits. All funds of this Corporation not otherwise employed shall be deposited from time to time to the credit of this Corporation in such banks, trust companies or other depositories as the board may select or shall otherwise be invested as directed by the board.

Section 5.7. Maintenance of Records. This Corporation shall keep correct and complete books and records of account and other records of the activities of this Corporation as may be appropriate. All such records shall be open to inspection upon the demand of any member of the board of directors.

#### ARTICLE VI. POTENTIAL CONFLICTS OR DUALITY OF INTEREST.

Section 6.1. Policy. It is the policy of this Corporation that real or apparent potential conflicts of interest involving the proprietary interests of persons or their immediate families are undesirable, but can be rendered harmless if there is full and prompt disclosure and if the person involved can speak to an issue but can in no way be a participant in the decision making process concerning that issue. This policy applies to all Members, Directors, officers, employees and agents who act for this Corporation.

Section 6.2. Implementation of Policy. The chairman shall develop and implement appropriate procedures to bring this policy to the attention of all persons covered by the policy and to maintain appropriate records that conflicts are disclosed and proscribed activity respected.

#### ARTICLE VII. LIABILITY.

Section 7.1. General Liability. Neither the Member nor any Director, officer, or committee member of this Corporation or other person shall contract or incur any debts on behalf of this Corporation other than in the regular course of employment, or in any way render this Corporation liable unless authorized by the board of directors and Member. Neither the Member nor any officer, director, committee member, or employee of this Corporation is authorized to promise the moral or financial support of this Corporation for any charitable or other objective without the approval of the board of directors and Member.

#### ARTICLE VIII. INDEMNIFICATION.

Section 8.1. Basic Indemnification.

- (a) To the fullest extent permitted by law, this Corporation shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil,

criminal, administrative, or investigative (other than an action by or in the right of this Corporation) by reason of the fact that such person is or was a member, director, officer, employee, member of a committee or agent of this Corporation, or is or was serving at the request of this Corporation as a member, director, officer, employee, member of a committee, or agent of another corporation, partnership, joint venture, trust or enterprise, in which it is a member or owns shares of capital stock or of which it is a creditor, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of this Corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful.

- (b) The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that such person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of this Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

Section 8.2. Actions by or in the Right of this Corporation.

- (a) To the fullest extent permitted by law, this Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of this Corporation to procure a judgment in its favor by reason of the fact that the person is or was a member, director, officer, employee, member of a committee, or agent of this Corporation, or is or was serving at the request of this Corporation as a member, director, officer, employee, member of a committee, or agent of another corporation, partnership, joint venture, trust or another enterprise in which it is a member or owns shares of capital stock or of which it is a creditor, against expenses (including attorneys' fees) actually and reasonably incurred by the indemnified person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believe to be in or not opposed to the best interests of this Corporation except as provided in Subsection 8.2(b).
- (b) No indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of such person's duty to this Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 8.3. Indemnification when Successful on the Merits. To the extent that a member, director, officer, employee, member of a committee or agent of this Corporation has been successful, on the merits or otherwise, in defense of any action, suit, or proceeding referred to in Sections 8.1 and 8.2 or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith; provided, however, nothing contained in this section shall limit the ability of this Corporation to provide indemnity, including costs of counsel, as provided elsewhere in these bylaws.

Section 8.4. Appropriate Authorization for Payment of Indemnification. Any indemnification under Sections 8.1 and 8.2 (unless ordered by a court) shall be made by this Corporation only as authorized in the specific case upon a determination that the indemnification of the indemnified party is proper in the circumstances because the party has met the applicable standard of conduct set forth in Section 8.1 or Section 8.2. Such determination shall be made:

- (a) By the board of directors by a majority vote of a quorum consisting of disinterested directors or
- (b) If a disinterested quorum of the board is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by the Members of this Corporation if such members are disinterested; or
- (c) If the Member of this Corporation is not disinterested, by independent legal counsel in a written opinion.

Section 8.5. Payment in Advance of Final Disposition. Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding may be paid by this Corporation in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in Section 8.4 upon receipt of a written undertaking by or on behalf of a member, director, officer, employee, member of a committee or agent of this Corporation to repay such amount unless it shall ultimately be determined that the party is entitled to be indemnified by this Corporation.

Section 8.6. Non exclusivity of Indemnification Rights. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement or vote of disinterested directors, or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a member, director, officer, employee, committee member, or agent and shall inure to the benefit of the heirs, executors, administrators of such person.

Section 8.7. Purchase of Director and Officer Liability Insurance. This Corporation may purchase and maintain insurance on behalf of any person who is or was a member, director, officer, employee or agent of this Corporation, or who is or was serving at the request of this corporation as a member, director, officer, 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 the person's status as such, whether or not this Corporation would have the power to indemnify such person against such liability under the provisions of this Article.

Section 8.8. Definitions. For the purposes of this Article, the following terms are defined as follows:

- (a) References to "this Corporation" shall include, in addition to the surviving corporation, any merging corporation (including any corporation having merged with a merging corporation) absorbed in a merger which, if its separate existence had continued, would have had the power and authority to indemnify its members, directors, officers, employees or agents, so that any party who was a member, director, officer, employee or agent of such merging corporation, or was serving at the request of such merging corporation as a member, director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article with respect to the surviving corporation as such person would have with respect to such merging corporation if its separate existence had continued.
- (b) References to "other enterprises" shall include employee benefit plans.
- (c) References to "fines" shall include any excise taxes assessed on a party with respect to an employee benefit plan.
- (d) References to "serving at the request of this Corporation" shall include any service as a member, director, officer, employee, member of a committee, or agent of this Corporation which imposes duties on, or involves services by such member, director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries. A person who acted in good faith and in a manner such person reasonably believed to be in the best interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of this Corporation" as referred to in this Article.

#### ARTICLE IX. NON DISCRIMINATION.

Section 9.1. Non Discrimination. This 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 discriminate against any employee, applicant for employment, director, officer, contractor or any other person with whom it deals because of race, creed, color, sex, national origin, or handicap, if otherwise qualified.

#### ARTICLE X. AMENDMENTS.

Section 10.1. Amendment Procedure. These bylaws may be amended by a simple majority vote of the board of directors then serving at the annual meeting or any regular or special meeting of the board, provided that a description of the proposed amendment(s) shall

have been published in or with the notice of the meeting and provided further that any such amendment shall not become effective until approved by the Member.

ARTICLE XI. DISTRIBUTION.

Section 11.1. Corporate Dissolution. In the event the board of directors has recommended and the Member has approved the dissolution of this Corporation, the board of directors, after paying or making provision for the payment of all of the liabilities and obligations of the Corporation, shall distribute all of the assets of this Corporation to the Member of the Corporation, so long as such Member is qualified under Section 501(c)(3) of the Internal Revenue Code.

Section 11.2. Distribution Without Dissolution. At any time that the assets of the Corporation exceed such amount as is determined by the board of directors to exceed the assets required by the Corporation to meet cash and capital expenditure needs including such reasonable reserves as the board shall determine, the board shall cause any excess cash balances to be distributed to such organizations as the Member shall designate.

Amended and Restated Bylaws approved by the Board of Directors of Synergon Health System, Inc. on [DATE] to be effective on [DATE].

**EXHIBIT E**

**Statement of Intentions**

**See attached.**

## EXHIBIT E

### Statement of Intentions

[Note: for purposes of this Exhibit E, "Hospital Purchaser" or "Purchaser" refers to RUMC, and "Hospital" to ROPH]

1. The Hospital Purchaser intends to comply, and cause the operations of the Hospital to comply, with the core principles set forth in the *Ethical and Religious Directives for Catholic Health Care Services* ("ERDs") as approved by the United States Conference of Catholic Bishops and promulgated and interpreted by the Archbishop of Chicago or his delegate and in effect from time to time, to the extent provided below:
  - Promoting and defending the inherent human dignity of each person, from conception until natural death embracing the physical, psychological, social and spiritual dimensions of each individual person;
  - Representing the sacredness of every human life from the moment of conception until death, including prohibiting the performance of elective abortions on the premises of the Hospital and, should physician suicide or any form of euthanasia become legal in the state of Illinois, prohibit the performance of such procedures on the premises or within the services (*e.g.*, Hospice, Homecare) of the Hospital;
  - Promoting the good health of everyone in the community served by the Hospital, including the poor, uninsured and underinsured;
  - Providing pastoral care to serve the religious and spiritual needs of Hospital patients and their families, and Hospital employees, including assuring sufficient availability of priest services on a 24/7 basis, through employment or on-call relationships established by Purchaser with Archdiocese consistent with practices of the Hospital immediately prior to the Closing; and
  - Maintaining a palliative care program to provide supportive care of the dying that is conducted in compliance with the principles underlying the ERDs and consulting with a designated representative of the Archdiocese to ensure such program is conducted in an appropriate manner.
  - No procurement, development, storage nor implantation of frozen embryos.
2. Except as otherwise agreed by the Parties in the Agreement, all religious items that have been placed at the Hospital to reflect their Catholic identity as part of Wheaton Franciscan Health Care Corporation ("**Wheaton Franciscan**") will be removed from the Hospital by Seller.
3. Since the altar in the chapel at Rush Oak Park Hospital, 520 S. Maple Avenue, Oak Park, IL 60304 (the "**Chapel**") is consecrated, the altar may stay in the Chapel provided that the space will be retained as a Chapel. At any time the space is to cease being used as a

Chapel, the Hospital Purchaser will notify the Seller may make arrangements to have the altar deconsecrated.

4. It is anticipated that a Catholic priest, whether employed by the Hospital Purchaser or an affiliate thereof as a salaried employee or casual contractor, will be available to provide sacramental and spiritual care services on a regular basis, including offering Mass in the Chapel at least once a week but not on Sundays. At any time such Masses are no longer regularly offered, the Hospital Purchaser will notify the Seller so that the Seller or Archdiocese may remove items, such as Vestments, allowed to remain at the Hospital for use at such Masses.
5. The altar will be used only for the celebration of the Mass and that if Mass is no longer celebrated in the Chapel on at least a weekly basis, the Hospital Purchaser will arrange with the Archdiocese of Chicago to deconsecrate the altar and transfer it if appropriate to a suitable location or to the Wheaton Franciscan Corporate Office.
6. The tabernacle may stay in the Chapel provided that:
  - The space will be retained as a Chapel;
  - At least one priest is employed by or contracted with the Hospital Purchaser or an affiliate thereof;
  - The employed/contracted priest is responsible for the proper maintenance of the tabernacle and its contents.
  - In the event the Hospital Purchaser no longer employs or contracts with a Catholic priest, the Hospital Purchaser will notify the Seller and arrange with the Archdiocese of Chicago for transfer of the tabernacle to a suitable location or return them to the Wheaton Franciscan Corporate Office.
7. Notwithstanding the foregoing, it is understood and recognized by the Parties that following the Effective Date, the Hospital will no longer have Catholic identity and will not be recognized by the Archdiocese of Chicago as a Catholic health facility.

**EXHIBIT F**

**Benefit Transition Plan**

**See attached.**

## **EXHIBIT F**

### **Benefit Transition Plan**

#### **1. WFSI Retirement Plan**

(a) WFSI will amend the Wheaton Franciscan System Retirement Plan (the "WFSI Retirement Plan") effective as of the Closing as follows:

(i) In lieu of the benefit credit provided pursuant to Section 4.01(b) of WFSI Retirement Plan for the plan year ending December 31, 2013, WFSI Retirement Plan participants employed by ROPH as of the Closing shall be credited as of the Closing with a benefit credit equal to the benefit credit such participant would have received if the participant had been employed for the entire plan year and received Compensation (as that term is used in the WFSI Retirement Plan) equal to the compensation such participant actually received from ROPH on or prior to the Closing multiplied by a fraction, the numerator of which is 365 and the denominator of which is the number of days in 2013 prior to and including the Closing date.

(ii) All WFSI Retirement Plan participants who are employed by ROPH on the Closing date shall become fully vested as of the Closing.

(b) WFSI will determine the benefit credits of WFSI Retirement Plan participants employed by ROPH during 2013 as soon as practicable following the Closing, but no later than September 1, 2013. The Parties acknowledge that such benefit credits for ROPH employees were approximately \$1,974,000 for 2012, and anticipate that the benefit credits to ROPH employees' accounts (and the payment by ROPH) for 2013 will be a similar amount. At the Closing, ROPH will pay WFSI \$1,974,000. Once the benefit credits for ROPH employees for 2013 have been determined, WFSI will notify ROPH and RUMC of the amount of the benefit credit actually credited to each ROPH employee's account for 2013. If the amount of the benefit credits actually credited for ROPH employees for 2013 exceeds \$1,974,000, then ROPH will pay WFSI the difference within 30 days. If the amount of the benefit credits actually credited for ROPH employees for 2013 is less than \$1,974,000, then WFSI will pay ROPH the difference within 30 days. The parties acknowledge that the actual amount of such benefit credits may be affected by changes in demographics, employment status, participant compensation, the date of the Closing and the fact that employee terminations after Closing will not affect benefit credits.

(c) The Parties understand that WFSI Retirement Plan participants employed by ROPH will be eligible to receive distributions from the WFSI Retirement Plan following the Closing. The parties also understand that the WFSI Retirement Plan has semiannual entry dates which will result in additional ROPH employees becoming participants (and being entitled to benefit credits) if the Closing occurs on or after July 1, 2013.

#### **2. Other WFSI Benefit Plans**

(a) Participation of ROPH employees in the WFSI long term disability and dental plans (the "WFSI Welfare Plans") will terminate as of the Closing and WFSI will have no responsibility for providing such benefit plan coverage after the Closing Date. These plans will be administered in accordance with their terms and all claims incurred by ROPH employees on or before the Closing Date shall be paid in accordance with the terms of such plans.

(b) The Parties acknowledge that the ROPH employees will not experience a COBRA qualifying event as a result of the Closing and will have only such conversion rights, if any, as are required by state law.

### **3. Communications**

(a) Communications to WFSI Retirement Plan participants employed by ROPH with respect to 2013 benefit credits will be directed, prepared and communicated by WFSI. Material communications prepared by WFSI shall be subject to RUMC's review and consent (which shall not be unreasonably withheld).

(b) The Parties acknowledge and agree that ROPH and RUMC will also be communicating to ROPH employees about employees benefits in connection with the Closing, and that some of these communications may refer to WFSI-sponsored plans. Material communications prepared by ROPH or RUMC concerning WFSI-sponsored plans shall be subject to WFSI's review and consent (which shall not be unreasonably withheld).

### **4. Responsibility for Payment of Plan Benefits**

(a) The Parties acknowledge and agree that WFSI shall retain all liabilities with respect to the WFSI Retirement Plan and the WFSI Welfare Plans. WFSI shall save and keep the other Parties forever harmless and indemnify them with respect to any claims relating to such plans, as set forth in Sections 13.1-13.3 and Section 13.5 of the Agreement. WFSI represents and warrants that the WFSI Retirement Plan and the WFSI Welfare Plans have been and will be administered in all material respects in accordance with their terms and comply, in all material respects, with the requirements of the Internal Revenue Code of 1986, as amended, and to the extent applicable, the Employee Retirement Income Security Act of 1974, as amended.

(b) The Parties acknowledge and agree that ROPH shall retain all liabilities with respect to the ROPH Benefits Plans (as defined in Section 5.17 of the Agreement) other than WFSI Retirement Plan and the WFSI Welfare Plans. ROPH shall save and keep the other Parties forever harmless and indemnify them with respect to any claims relating to such plans, as set forth in Sections 13.1-13.3 and Section 13.5 of the Agreement.

(c) Except as expressly provided in this Benefit Transition Plan, none of the Parties shall have any rights with respect to benefit plans maintained by another Party.

### **5. Incorporation and Survival**

(a) The provisions of this Transition Plan are incorporated by reference into the Change of Membership Agreement as if fully set forth therein.

(b) Notwithstanding any other provision of the Change of Membership Agreement to the contrary, including but not limited to Section 13.4, the covenants in this Transition Plan shall survive the Closing, shall continue in full force and effect indefinitely thereafter, and shall provide a basis for the remedies provided for in Section 13.5 Agreement or otherwise available to the non-breaching Party at law or equity.

## LIST OF SCHEDULES

<b><u>SCHEDULE</u></b>	<b><u>DESCRIPTION</u></b>
4.1	Outstanding Debt
5.1(b)	Due Organization (ROPH)
5.3(a)	No Violation (ROPH)
5.3(b)	Approvals (ROPH)
5.5(b)	Financial Statements (ROPH)
5.5(c)	Changes to Accounting Practices (ROPH)
5.5(d)	Other Liabilities (ROPH)
5.6	Interim Changes (ROPH)
5.7	Legal Proceedings (ROPH)
5.8	ROPH Licenses and Permits
5.10	Compliance with Laws (ROPH)
5.11(a)	ROPH Owned Real Property
5.11(b)	Owned Real Property Exceptions (ROPH)
5.11(c)	Environmental Laws (ROPH)
5.11(d)	Hazardous Substances (ROPH)
5.12(a)	ROPH Leases
5.13	Title to Assets (ROPH)
5.15	Insurance (ROPH)
5.16	Tax Returns (ROPH)
5.17(c)	ERISA Plans (ROPH)
5.17(d)	Determination Letters (ROPH)
5.19	Payment Programs (ROPH)
5.20	Accreditation (ROPH)
5.21	Material Contract Consents (ROPH)
5.22	Compliance Program (ROPH)
7.1(b)	Due Organization (RUMC)
7.3(a)	No Violation (RUMC)
7.3(b)	Approvals (RUMC)
7.4	Legal Proceedings (RUMC)
7.8	Insurance (RUMC)
7.9	Material Contract Consents (RUMC)
7.10	Compliance Program (RUMC)
10.1(d)	Sacred Objects
11.2(a)	Ordinary Course Payments (WFSI)

**SCHEDULE 4.1**

**Outstanding Debt**

None.

**SCHEDULE 5.1(b)**

**Due Organization (ROPH)**

From time to time, ROPH utilizes names in ordinary course operations, contracting or advertising that may not be currently registered with the Illinois Secretary of State (*i.e.*, Rush Oak Park Physicians Group and Rush Oak Park Wholistic Health Center).

**SCHEDULE 5.3(a)**

**No Violation (ROPH)**

None.  
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**SCHEDULE 5.3(b)**

**Approvals (ROPH)**

FCC Form 603 for Change of Control – wireless licenses WXL603 and WQLE254.

**SCHEDULE 5.5(b)**

**Financial Statements (ROPH)**

None.

**SCHEDULE 5.5(c)**

**Changes to Accounting Practices (ROPH)**

None.

**SCHEDULE 5.5(d)**

**Other Liabilities (ROPH)**

None.

**SCHEDULE 5.6**

**Interim Changes (ROPH)**

None.

**SCHEDULE 5.7**

**Legal Proceedings (ROPH)**

None.

**SCHEDULE 5.8**

**ROPH Licenses and Permits**

Regulatory License, Permit, Provider Number or Accreditation	Number/Expiration
<b>1. HEALTH FACILITY LICENSES/ APPLICATIONS</b>	
1.1 State Facility Licenses (a) State of Illinois Department of Public Health	12/31/2012 Exp. 6/30/2013
1.2 Laboratory License	
(a) Laboratory Accreditations ("CAP")	
(i) The College of American Pathologists, Accreditation Certificate	College of American Pathologists Accredited Lab LAP #1858201/AU-ID 1184122 Re-inspection prior to 12/17/2013
(b) CLIA Laboratory Permit	
(i) Centers for Medicare & Medicaid Services, Clinical Laboratory Improvement Amendments, Certificates of Waiver  (ii) Clinical Laboratory Improvement Amendments Accreditation Certificate	CLIA #: 14D0686208 Effective Date 9/1/2012 Expiration Date 8/31/2014  CLIA # 14D0418095 Effective Date 2/9/2013 Expiration Date 2/8/2015
1.3 Pharmacy License	
(a) State of Illinois, Department of Financial and Professional Regulation, Division of Professional Regulation, Pharmacy License	Licensed Pharmacy Onsite Institutional Exp. 3/31/2014 License # 054-017021 Licensed Pharmacy Onsite Institutional

Regulatory License, Permit, Provider Number or Accreditation	Number/Expiration
	License # 051-287827 Pharmacist in Charge License – Janet E. Mayer
<p>(b) Controlled Substance License for Pharmacy &amp; Pharmacist</p> <p>(i) State of Illinois, Department of Financial and Professional Regulation, Division of Professional Regulation, Controlled Substance Pharmacy License</p>	<p>License Pharmacy Controlled Substance</p> <p>Exp. 3/31/2014</p> <p>License # 320-007123 License Pharmacy Controlled Substance</p> <p>License No. 054-017021, Licensed Pharmacy Onsite Institutional</p>
<p>(c) DEA Registration</p> <p>(i) United States Department of Justice, Drug Enforcement Administration, Controlled Substance Registration Certificate</p>	<p>Issued: 12/08/2011</p> <p>Exp. 4/3/2014</p> <p>Controlled Substance Registration DEA # B06882559</p>
1.4 Radiological Licenses	
<p>(d) American College of Radiology Accreditations (Mammography, Ultrasound, etc.)</p> <p>(i) American College of Radiology Accreditation Certificate</p>	Expires 6/12/2014
<p>(e) Mammography Certification for Mammography Facility</p> <p>(i) State of Illinois, Illinois Emergency Management Agency, Division of Nuclear Safety; Certified Mammography Facility Certificate</p>	Expires 6/12/2014
(f) Radioactive Materials License	
(i) State of Illinois, Illinois Emergency Management Agency, Division of Nuclear Safety, Radioactive Material License	
<b>2. PROVIDER NUMBERS</b>	
<p>2.1 Medicare Provider Number(s)</p> <p>(a) Medicare Provider Number</p>	#14-0063
<p>2.2 Medicaid Provider Number(s)</p> <p>(a) Medicaid Provider Number</p>	#14-0063
<b>3. ACCREDITATIONS</b>	

Regulatory License, Permit, Provider Number or Accreditation	Number/Expiration
3.1 Joint Commission Accreditation. (a) Joint Commission Accreditation	Org. ID 7398 8/10/2010 Exp. 39 months Most recent triennial survey 3/2013
<b>4. PHYSICAL PLANT LICENSES/PERMITS</b>	
4.1 Boiler/ Permits/Registrations	
(a) Illinois Certificate of Inspection (Boiler)	<ul style="list-style-type: none"> <li>• 17-18 documents re Heat Exchanger, Sterilizer, and Air Tanks, etc.</li> <li>• Exp 10/18/2013, Exp 12/06/2013, Exp 12/06/2013, Exp 12/06/2013, Exp 12/06/2013, Exp 12/06/2013, Exp 12/06/2013, Exp 120/6/2013, Exp 12/06/2013, Exp 12/06/2013, Exp 12/06/2013 Exp 12/06/2013, Exp 12/06/2013, Exp 12/06/2013</li> <li>• IL # B0010896 Water Tube, IL # U02162128 Heat Exchanger, IL # U0162129 Heat Exchanger, IL # U0162130 Heat Exchanger, IL U0162133 Air Tank, IL # U0162906 Air Tank, IL # U0162907 DA Tank, IL , IL # U0162908 DA Tank, IL # U0206925 Heat Exchanger, IL # U0206926 Heath Exchanger, IL # U0206928 Sterilizer, IL # U0206929 Sterilizer, IL # U0121684 Heath Exchanger, IL # U0121683 Heat Exchanger</li> </ul>
4.2 Elevators	
(a) Illinois Certificate of Operation (Elevator)	Oak Park Building and Property Standards Department Elevator Inspection Certificates <ul style="list-style-type: none"> <li>• 2/14/2013 Elevators 1-18; 16 (removed)</li> <li>• 05/09/13 Passenger/Service Elevator Unit #1 Freight Elevator Unit # 11</li> </ul>
4.3 Underground Storage Tanks	Exp 12/31/2014

Regulatory License, Permit, Provider Number or Accreditation	Number/Expiration
	IL # N005176
5. <b>OTHER MISCELLANEOUS LICENSES/PERMITS</b>	
<p>5.1 FCC Communication Commission (Radio-Station License for communication with paramedics)</p> <p>(a) FCC Wireless Telecommunications Bureau Radio Station Authorization</p>	<p>610 S. Maple:  Granted: 3/20/2012  Effective: 3/20/2012 Expires: 1/25/2022</p> <p>520 S. Maple:  Granted: 11/5/2004  Effective: 9/2/2010  Expires 1/31/2015</p>

**SCHEDULE 5.10**

**Compliance with Laws (ROPH)**

None, except as otherwise disclosed to RUMC pursuant to the terms of the Agreement.

**SCHEDULE 5.11(a)**

**ROPH Owned Real Property**

<u>Property Address</u>	<u>Title Holder</u>	<u>PIN/Parcel Reference</u>
609 S. Maple Oak Park, Illinois	Rush Oak Park Hospital, Inc, an Illinois not for profit corporation	16-18-109-003 Parcel 1
513 S. Maple Oak Park, Illinois	Rush Oak Park Hospital, Inc., an Illinois not for profit corporation	16-18-100-007 Parcel 2
1127 Madison Street Oak Park, Illinois [Confirmation pending]	Chicago Title Land Trust Company, successor trustee to Oak Park Trust and Savings Bank, as trustee under trust agreement dated May 3, 1961 and known as trust number 3803	16-18-100-006 Parcel 3
521 S. Maple Oak Park, Illinois	Rush Oak Park Hospital, Inc, an Illinois not for profit corporation	16-18-100-008 Parcel 4
525 S. Maple Oak Park, Illinois	Rush Oak Park Hospital, Inc, an Illinois not for profit corporation	16-18-100-009 Parcel 5
527 S. Maple Oak Park, Illinois and also 529 S. Maple, Oak Park, Illinois	Rush Oak Park Hospital, Inc, an Illinois not for profit corporation	16-18-100-010 Parcel 6
529 S. Maple Oak Park, Illinois	Rush Oak Park Hospital, Inc, an Illinois not for profit corporation	16-18-100-012 16-18-100-013 Parcel 7
1141 S. Madison St. Oak Park, Illinois	Rush Oak Park Hospital, an Illinois non- profit corporation	16-18-100-014 Parcel 8
1131 Madison Street** Oak Park, Illinois	Rush Oak Park Hospital, Inc, an Illinois not for profit corporation	16-18-101-001 Parcel 10
500 S. Maple* Oak Park, Illinois	Rush Oak Park Hospital, Inc., an Illinois not for profit corporation	16-18-101-002 Parcel 11
1123 Madison Street* Oak Park, Illinois	Rush Oak Park Hospital, Inc., an Illinois not for profit corporation	16-18-101-003 Parcel 12
1121 Madison Street* Oak Park, Illinois	Rush Oak Park Hospital, Inc., an Illinois not for profit corporation	16-18-101-004 Parcel 13
1117 Madison Street*	Rush Oak Park Hospital, Inc., an Illinois not for	16-18-101-005

\*Common addresses obtained from Cook County Treasurer's website. The PIN reference shall control in the case of any discrepancy between the PIN and common address.

<u>Property Address</u>	<u>Title Holder</u>	<u>PIN/Parcel Reference</u>
Oak Park, Illinois	profit corporation	Parcel 14
1115 Madison Street* Oak Park, Illinois	Rush Oak Park Hospital, Inc., an Illinois not for profit corporation	16-18-101-006 Parcel 15
1113 Madison Street* Oak Park, Illinois 1111 Madison Street* Oak Park, Illinois	Rush Oak Park Hospital, Inc., an Illinois not for profit corporation	16-18-101-007 16-18-101-008 Parcel 16
1109 Madison Street* Oak Park, Illinois	Rush Oak Park Hospital, Inc., an Illinois not for profit corporation	16-18-101-009 Parcel 17
520 S. Maple Avenue* Oak Park, Illinois	Rush Oak Park Hospital, Inc., an Illinois not for profit corporation	16-18-101-010 Parcel 18
513 Wisconsin Avenue* Oak Park, Illinois	Rush Oak Park Hospital, Inc., an Illinois not for profit corporation	16-18-101-011 Parcel 19
610 S. Maple Avenue Oak Park, Illinois	Rush Oak Park Hospital, Inc., an Illinois not for profit corporation	16-18-101-012 Parcel 20
622 S. Maple Avenue Oak Park, Illinois 60304	Rush Oak Park Hospital, Inc, an Illinois not for profit corporation	16-18-110-007 Parcel 21
512 Wisconsin Avenue Oak Park, Illinois	Rush Oak Park Hospital, Inc., an Illinois not for profit corporation	16-18-102-009 Parcel 22
516 Wisconsin Avenue Oak Park, Illinois	Rush Oak Park Hospital, Inc., an Illinois not for profit corporation	16-18-102-010 Parcel 23
518 Wisconsin Avenue* Oak Park, Illinois 524 Wisconsin Avenue* Oak Park, Illinois 530 Wisconsin Avenue* Oak Park, Illinois	Rush Oak Park Hospital, Inc., an Illinois not for profit corporation	16-18-102-011 16-18-102-013 16018-102-016 Parcel 24
522 S Wisconsin Avenue Oak Park, Illinois	Rush Oak Park Hospital, Inc., an Illinois not for profit corporation	16-18-102-012 Parcel 25
526 Wisconsin Avenue* Oak Park, Illinois	Rush Oak Park Hospital, Inc., an Illinois not for profit corporation	16-18-102-014 Parcel 26
532 Wisconsin Avenue Oak Park, Illinois	Rush Oak Park Hospital, Inc., an Illinois not for profit corporation	16-18-102-015 Parcel 27

<u>Property Address</u>	<u>Title Holder</u>	<u>PIN/Parcel Reference</u>
513 S. Wenonah Oak Park, Illinois	Rush Oak Park Hospital, Inc, an Illinois not for profit corporation	16-18-102-017 Parcel 28
517 S. Wenonah Oak Park, Illinois	Rush Oak Park Hospital, Inc, an Illinois not for profit corporation	16-18-102-018 Parcel 29
521 Wenonah Oak Park, Illinois	Rush Oak Park Hospital, Inc., an Illinois not for profit corporation	16-18-102-019 Parcel 30
525 Wenonah Oak Park, Illinois	Rush Oak Park Hospital, Inc, an Illinois not for profit corporation	16-18-102-020 Parcel 31
529 Wenonah Oak Park, Illinois	Rush Oak Park Hospital, Inc., an Illinois not for profit corporation	16-18-102-021 Parcel 32
533 Wenonah Oak Park, Illinois	Rush Oak Park Hospital, Inc., an Illinois not for profit corporation	16-18-102-022 Parcel 33

**SCHEDULE 5.11(b)**

**Owned Real Property Exceptions (ROPH)**

ROPH is the sole and exclusive owner of all right, title and interest in and has good and marketable fee simple title to the ROPH 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 the encumbrances described in First American Title Insurance Company's Commitment No. NCS-592088-CHI2 Effective Date February 14, 2013.

**SCHEDULE 5.11(c)**

**Environmental Laws (ROPH)**

None.

**SCHEDULE 5.11(d)**

**Hazardous Substances (ROPH)**

None.

**SCHEDULE 5.12(a)**

**ROPH Leases**

1. Lease Agreement between First Bank of Oak Park as Trustee for 7734 W. North Ave., Elmwood Park, Dr. Robert Panton (Landlord/Lessee) and Rush Oak Park Hospital (Tenant) effective November 1, 2008 pertaining to 2,448 square feet of building space.
2. Sublease Agreement between Rush University Medical Center and Rush Oak Park Hospital d/b/a Rush Oak Park Wholistic Health Center dated January 1, 2009 pertaining to Suite 2500 of the MOB.
3. Sublease Agreement between Rush-Presbyterian-St. Luke's Medical Center and Oak Park Physicians Group dated June 1, 2001 pertaining to Suite 2100 of the MOB.
4. Sublease Agreement between Rush-Presbyterian-St. Luke's Medical Center and Oak Park Hospital dated January 1, 2002 pertaining to Suite 3440 of the MOB.
5. Sublease Agreement between Rush-Presbyterian-St. Luke's Medical Center and Rush Oak Park Hospital dated July 19, 2001 pertaining to Suite 2000 of the MOB.
6. Sublease Agreement between Rush-Presbyterian-St. Luke's Medical Center and Oak Park Hospital dated September 1, 2001 pertaining to Suite 3300 of the MOB.
7. Ground Lease between Chicago Title Land Trust Company and Rush Oak Park Hospital dated August 31, 2009 pertaining to certain premises located at 7201 West Madison, Forest Park, Illinois (*NB*: Partners 99 is the successor in interest to Chicago Title Land Trust Company).
8. Office Lease Agreement between 7222 Cermak, LLC and Rush Oak Park Hospital, Inc. dated April \_\_, 2006.

## **SCHEDULE 5.13**

### **Title to Assets (ROPH)**

#### 1. EQUIPMENT LIEN NO. 1

- a. Secured Party: Dade Behring Finance Co. LLC
- b. Additional Information: Description of collateral specifically indicates that the underlying lease agreement is by and among Rush Oak Park Hospital ("ROPH"), Dade Behring, Inc. and Dade Behring Finance Co. LLC.

#### 2. EQUIPMENT LIEN NO. 2

- a. Secured Party: US Bancorp
- b. Additional Information: Description of collateral may reference serial numbers – "1 161SPF M017g101030; 1 161SPF M017g101031." No additional information provided.

#### 3. EQUIPMENT LIEN NO. 3

- a. Secured Party: First Premier Bank (assigned from Smith & Nephew Capital)
- b. Additional Information: Description of collateral specifically refers to the underlying lease agreement as "Equipment Use Agreement No. RUS072909." All equipment is manufactured by Smith & Nephew, and includes various drills and other surgical instruments.

#### 4. EQUIPMENT LIEN NO. 4

- a. Secured Party: GreatAmerica Leasing Corporation
- b. Additional Information: Description of collateral specifically refers to Xerox copier systems (models 5655 and 5638).

#### 5. EQUIPMENT LIEN NO. 5

- a. Secured Party: PNCEF, LLC
- b. Additional Information: Description of collateral specifically refers to the underlying lease agreement as "Lease Agreement Number 135734000." An additional description of collateral specifically refers to Xerox equipment (models 5655, 3635, 4260, 4118 and 5225).

6. EQUIPMENT LIEN NO. 6

- a. Secured Party: PNC Equipment Finance, LLC
- b. Additional Information: Description of collateral specifically refers to the underlying lease agreement as "Lease Agreement Number 142414000." An additional description of collateral specifically refers to Xerox equipment (models M20i, 3635, 4260, 5645, 7346, 5632, 5230 and 5735).

7. EQUIPMENT LIEN NO. 7

- a. Secured Party: Olympus America Inc.
- b. Additional Information: Description of collateral specifically indicates "Olympus America, Inc." as the supplier. An additional description of collateral refers to various imaging equipment (*e.g.*, scopes, monitors, video printers, etc.).

8. EQUIPMENT LIEN NO. 8

- a. Secured Party: Siemens Financial Services, Inc. (assigned from Siemens Diagnostic Finance Co., LLC)
- b. Additional Information: Description of collateral specifically refers to the underlying lease agreement as "Supplement to Master Equipment & Product Agreement." No additional information provided.

**SCHEDULE 5.15**

**Insurance (ROPH)**

None.

**SCHEDULE 5.16**

**Tax Returns (ROPH)**

None, except as otherwise disclosed to RUMC pursuant to the terms of the Agreement.

**SCHEDULE 5.17(c)**  
**ERISA Plans (ROPH)**

None.

**SCHEDULE 5.17(d)**

**Determination Letters (ROPH)**

None.

**SCHEDULE 5.19**

**Payment Programs (ROPH)**

- (f) The Office of the Inspector General for the Illinois Department of Healthcare and Family Services (“OIG”), by letter dated August 29, 2012, notified Rush Oak Park Hospital of alleged overpayments totaling \$4,412,878.17. The overpayment amount is based upon an inpatient diagnosis-related group review covering the period March 1, 2009 through December 31, 2011. ROPH requested a re-audit from the OIG and submitted documents for consideration as part of the re-audit, per the OIG’s procedures. ROPH is awaiting the results of the re-audit.

**SCHEDULE 5.20**

**Accreditation (ROPH)**

None.

**SCHEDULE 5.21**

**Material Contract Consents (ROPH)**

None.

**SCHEDULE 5.22**

**Compliance Program (ROPH)**

None.

**SCHEDULE 7.1(b)**

**Due Organization (RUMC)**

From time to time, RUMC utilizes names in ordinary course operations, contracting or advertising that may not be currently registered with the Illinois Secretary of State (i.e., Rush Cancer Center, Rush Children's Hospital).

**SCHEDULE 7.3(a)**

**No Violation (RUMC)**

None.

**SCHEDULE 7.3(b)**

**Approvals (RUMC)**

None.

**SCHEDULE 7.4**

**Legal Proceedings (RUMC)**

None.

**SCHEDULE 7.8**

**Insurance (RUMC)**

None.

**SCHEDULE 7.9**

**Material Contract Consents (RUMC)**

None.

## **SCHEDULE 7.10**

### **Compliance Program (RUMC)**

(d) Prior to March 6, 2013, RUMC was a defendant in a qui tam lawsuit, which alleges violations of the Federal False Claims Act and Illinois Whistleblower Reward and Protection Act in connection with the supervision of residents performing orthopedic surgeries at RUMC, proceeding before the U.S. District Court for the Northern District Court of Illinois, Eastern Division, as U.S. ex rel Robert S. Goldberg, M.D., et al. v. Rush University Medical Center, et al., No. 04 C 4584. Neither the United States nor the State of Illinois elected to intervene in the claims involved in the pending lawsuit. On March 6, 2013, the court dismissed RUMC from the case on all counts, and as of that date, RUMC is no longer a defendant in this litigation.

**SCHEDULE 10.1(d)**

**Sacred Objects**

**Crucifixes**

<b><u>LOCATION</u></b>	<b><u>NUMBER</u></b>
ICU – 5 <sup>TH</sup> FLOOR	13
TELEMETRY – 5 <sup>TH</sup> FLOOR	17
SKILLED CARE – 4 <sup>TH</sup> FLOOR	19
4 CENTER	0
3 CENTER	10
REHAB – 3 <sup>RD</sup> FLOOR	11
6 WEST	28
NURSING ADMINISTRATION 1 <sup>ST</sup> FLOOR	2
MAIN LOBBY FRONT ENTRANCE 1 <sup>ST</sup> FLOOR	1
SAME DAY SURGERY 1 <sup>ST</sup> FLOOR	1
BOARD ROOM (ADMINISTRATION) 1 <sup>ST</sup> FLOOR	1
HUMAN RESOURCES – 1 <sup>ST</sup> FLOOR	1
EKG	1
NUCLEAR MEDICINE	2
WOUND CARE	1
REGISTRATION	1
ER LOUNGE	1
FAST TRACK ER	3
OUTPATIENT THERAPY	2
CATH LAB	2
SURGICAL WAITING 7 <sup>TH</sup> FLOOR	1

**Other Objects**

<b>Item/Description</b>	<b>Location</b>
Statue of Virgin Mary	2 East
Statue of St. Francis	6 West
Statue of St. Francis	6 West
Statue of St. Joseph and Infant Jesus	Chapel
Front and Rear Altar and Crucifix	Chapel

<b>Item/Description</b>	<b>Location</b>
Statue of Mary	Chapel
Holy Family Hanging Art	Chapel
St. Joseph Hanging Art	Fast Track
St. Francis, Children and Animals Wall Art	Main Lobby
Cross and Images of Cardinal and Pope	Main Lobby
Cross on Outer Wall	MAB Outside
Crest of the Sisters of Misericorde Wall Art	MAB
Metal Cross on Wall	Outside Main Entrance (Each Side)
Metal Cross on Wall	Outside Emergency Room
St. Francis Wall Art	Patient Registration
Lighted Cross (2)	Hospital Roof
Metal Cross on Wall	Outside Fast Track

**SCHEDULE 11.2(a)**

**Ordinary Course Payments**

Wheaton Franciscan Services, Inc.  
Monthly Invoicing by Holding Company  
Fiscal Year Ending June 30, 2013  
Ordinary Course Payments - May 21, 2013

Press Ganey

Note - on Wheaton Contract, however billed and paid Directly

	MAY ***	JUN **	JUL - DEC **	
Rush Oak Park				
AHA Membership Dues	958.00	958.00	5,748.00	
Pension	171,561.25	171,561.25	1,974,000.00	
Pension 1/1/13-6/30/13				} Pension Excludes Summer True-up
Subtotal	<u>172,519.25</u>	<u>172,519.25</u>	<u>1,979,748.00</u>	

**Monthly benefits paid by Rush Oak Park**

	MAY **	JUN **	JUL - DEC **
Dental Contributions	TBD****	TBD****	-
LTD Contributions	TBD****	TBD****	
Basic Life Contributions	TBD****	TBD****	
Supplemental Life Contributions	TBD****	TBD****	
Spouse Life Contributions	TBD****	TBD****	
Child Life Contributions	TBD****	TBD****	
Estimated	<u>44,000.00</u>	<u>44,000.00</u>	-
VEBA Trust	<u>44,000.00</u>	<u>44,000.00</u>	-
Total	<u>216,519.25</u>	<u>216,519.25</u>	<u>1,979,748.00</u>

Estimated total to be billed and due @ 5/21/13 2,412,786.50

\*\* To be billed and paid between now and year end

\*\*\* Billed and in AR at 5/21/13

TBD\*\*\*\* Final amounts are determined at the end of the month based on participation and paid in the same month. It is expected that this will be paid and resolved for May and June by the final close date.

Note the Life plans have been transitioned for processing to ROPH as of February 2013, however continue to be administered at UNUM by WFSI. This will require complete transition July 1, 2013.