

ASSET PURCHASE AGREEMENT

BY AND AMONG

HOLY CROSS HOSPITAL,

HOSPITAL DEVELOPMENT COMPANY NUMBER 2, INC.

AND

VANGUARD HEALTH SYSTEMS, INC.

DATED: December 14, 2010

# ASSET PURCHASE AGREEMENT

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT dated December 13, 2010 (the "Effective Date"), is entered into by and among HOLY CROSS HOSPITAL, an Illinois not-for-profit corporation ("Seller"), HOSPITAL DEVELOPMENT COMPANY NUMBER 2, INC., a Delaware corporation ("Buyer"), and VANGUARD HEALTH SYSTEMS, INC., a Delaware corporation ("Vanguard").

### RECITALS:

This agreement provides for the sale by Seller to Buyer of substantially all of the assets owned by Seller constituting Holy Cross Hospital, a hospital located in Chicago, Illinois.

This agreement also provides for the sale by Seller to Buyer of Seller's equity interest in Holy Cross Health Partners, Inc., an Illinois corporation ("Health Partners").

Vanguard will recognize substantial benefits from the sale of the Hospital Businesses (as defined below) from Seller to Buyer and is willing to guarantee the obligations of Buyer under this agreement.

THEREFORE, the parties agree as follows:

### AGREEMENT:

#### I. DEFINITIONS AND REFERENCES

1.01. Definitions: For purposes of this agreement, the following definitions apply:

(1) **Accounts Receivable** means all accounts, notes, interest and other receivables of the Hospital Businesses, including accounts receivable from physicians, and all claims, rights, interests and proceeds related thereto, including without limitation all accounts and other receivables, disproportionate share payments and Agency Settlements and Government Support Payments related thereto, arising from the rendering of services by Seller prior to the Effective Time to inpatients and outpatients at the Hospital Businesses, billed and unbilled, recorded and unrecorded, whether payable by private pay patients, private insurance, third party payors, Medicare, Medicaid, TRICARE, Blue Cross, or by any other source, but not including any notes receivable from physicians or amounts due from physicians under recruitment agreements or amounts under section 2.02(m);

(2) **Affiliate** means any Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with another Person and includes the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of securities, election or appointment of directors, trustees or members, by Contract or otherwise;

(3) **Affiliated Group** means any affiliated group within the meaning of section 1504 of the Code or any similar group defined under a similar provision of state, local or foreign law;

(4) **Agency Settlements** means settlements and retroactive adjustments on the Cost Reports and all liability with respect to account 20730.4715 Blue Cross Payable Blue Cross UPP liability and account 20740.4741 Due to Administrar Due to Palmetta HHA on exhibit 2.05(b);

(5) **Aggregate Amount** is defined in section 9.02;

(6) **Assets** means all assets, real, personal and mixed, tangible and intangible, other than the Excluded Assets, owned or leased by Seller and constituting or employed in the operation of the Hospital Businesses, excluding the Health Partners Assets;

(7) **Assumed Contracts** means the Seller Contracts listed or described in schedule 2.01(n);

(8) **Assumed Liabilities** means (i) all current liabilities included in the calculation of Net Working Capital (as finally determined pursuant to section 2.07), (ii) all obligations of Seller under the Assumed Contracts arising on or after the Closing Date with respect to periods commencing on or after the Closing Date, (iii) accrued paid time off (as finally determined pursuant to section 2.07), but only to the extent included in Net Working Capital; (iv) all liabilities or obligations of Seller under Seller's Employee Pension Benefit Plan, whether arising from or relating to periods prior to or after Closing, including liabilities or obligations of Seller arising as a result of any underfunding of Seller's Employee Pension Benefit Plan; (v) all unpaid real and personal property taxes, if any, that are not past due attributable to the Assets prior to the Effective Time, subject to the prorations provided in section 2.08; (vi) liabilities or obligations for COBRA continuation coverage pursuant to section 5.03(h); (vii) any and all obligations of Seller under the WARN Act with respect to the operation of the Hospital as a result of (a) the consummation of the transaction contemplated by this agreement (provided that Seller has, with respect to the operation of the Hospital, complied with WARN Act prior to the Effective Time), (b) the acts of Buyer or any Affiliate(s) of Buyer on and after the Effective Time (taking into account, or otherwise including, to the extent required by Legal Requirements, any employee terminations prior to the Effective Time) or (c) Buyer's breach of its covenant with respect to the Hired Employees as set forth in section 5.03; (viii) all Agency Settlement liabilities relating to open Cost Reports for periods prior to the Effective Time, including Seller's terminating Cost Report; and (ix) the liability for payment of the cost of retiree health insurance and life insurance listed on schedule 3.23 and the payment of the employer's portion of any and all taxes due from the employer with respect to such items;

(9) **Assumed Long-Term Debt and Capital Lease Obligations** is defined in section 2.05(a);

(10) **Audited Financial Statements** means the audited consolidated balance sheets of the Hospital Businesses as of June 30, 2010, June 30, 2009 and June 30, 2008, and the related statements of operations, changes in net assets, and cash flows for the years then ended, the notes thereto and the report thereon of McGladrey & Pullen, LLP, independent auditors;

(11) **Buyer** means Hospital Development Company Number 2, Inc., a Delaware corporation;

(12) **Buyer's Indemnified Persons** means Buyer and its stockholders, Affiliates, successors and assigns, and their respective stockholders, partners, Affiliates, directors, trustees, officers, employees, agents and representatives;

(13) **Buyer's Plan** means a retirement plan qualified under section 401(a) of the Code that is sponsored by Buyer or one of its controlled group or affiliated service group members, as defined in section 414 of the Code;

(14) **Cash Purchase Price** is defined in section 2.05(a);

(15) **Capital Commitment** is defined in section 5.23;

(16) **Closing** is defined in section 8.01(a);

(17) **Closing Balance Sheets** means the unaudited combined balance sheets of the Hospital Businesses as of the most recent month end available before the Closing Date, prepared in conformity with section 2.05(c);

(18) **Closing Date** means the date as of which the Closing occurs;

(19) **Closing Document** means each instrument, agreement, certificate or other document executed or delivered, or required to be executed or delivered, by a party at Closing;

(20) **Code** means the Internal Revenue Code of 1986, as amended;

(21) **Confidentiality Agreement** is defined in section 11.19(a);

(22) **Contingent Purchase Price** is defined in section 2.05(a);

(23) **Contingent Revenue** means (a) the amounts anticipated to be received from the U.S. Department of Energy, the Illinois Department of Public Health and the Illinois Department of Economic Opportunity identified on schedule 1.01(23) as "Total Capital Funds" attributable to Seller's 2011 and 2012 fiscal years (items 7, 9, 10, 11, 12 and 13 on schedule 1.01(23)) which are received on or before December 31, 2015; provided, that the term "Contingent Revenue" shall not include any other amounts identified on schedule 1.01(23) including without limitation any amounts identified as "Total Operating Funds" (item 8 on schedule 1.01(23)), any other amounts identified on schedule 1.01(23) or any Government Support Payments;

(24) **Contracts** means all commitments, contracts, leases, licenses, and agreements, written or oral, relating to the Assets, the Health Partners Assets or the operation of the Hospital Businesses to which Seller or Health Partners is a party, or by which Seller or Health Partners or any of the Assets or the Health Partners Assets are bound,

including agreements with payers, physicians, other providers, health maintenance organizations, independent practice associations, preferred provider organizations, other managed care plans and alternative delivery systems, joint venture and partnership agreements, management, employment, retention, severance and collective bargaining agreements, real property lease, license, rental and use agreements, software licenses and end user agreements, group purchasing agreements, vendor agreements, equipment lease, service and maintenance agreements, and bonds, mortgages and other loan or financing agreements;

(25) **Controlled Group** means with respect to Seller, a group consisting of each trade or business (whether or not incorporated) that, together with Seller, would be deemed a "single employer" within the meaning of section 4001(a)(14) of ERISA;

(26) **Cost Report Adjustment Amount** is defined in section 2.05(a);

(27) **Cost Reports** means all cost and other reports filed pursuant to the requirements of the Government Health Programs or any commercial payor programs (including Blue Cross) for payment or reimbursement of amounts due from them;

(28) **Designee** is defined in section 8.01(b);

(29) **Disapproved Schedules** is defined in section 5.28;

(30) **Dispute** is defined in section 10.01;

(31) **Dispute Notice** is defined in section 10.01(a);

(32) **Document Retention Period** is defined in section 5.31;

(33) **Effective Time** is defined in section 8.01(a);

(34) **Employee Benefit Plan** means any (1) nonqualified deferred compensation or retirement plan or arrangement that is an Employee Pension Benefit Plan, (2) qualified defined contribution retirement plan or arrangement that is an Employee Pension Benefit Plan (including any Multiemployer Plan), (3) qualified defined benefit retirement plan or arrangement that is an Employee Pension Benefit Plan (including any Multiemployer Plan), or (4) Employee Welfare Benefit Plan or material fringe benefit plan or program;

(35) **Employee Pension Benefit Plan** is defined in section 3(2) of ERISA;

(36) **Employee Welfare Benefit Plan** is defined in section 3(1) of ERISA;

(37) **Encumbrances** means liabilities, levies, claims, charges, assessments, mortgages, security interests, liens, pledges, conditional sales agreements, title retention contracts, leases, subleases, rights of first refusal, options to purchase, restrictions (including those on transferring, pledging or mortgaging) and other encumbrances;

(38) **Environmental Claim** means any written notice (or oral notice reduced to writing by Seller) by a Person alleging potential liability (including potential liability for investigatory costs, cleanup costs, Governmental Authority response costs, natural resource damages, property damages, personal injuries, or penalties) arising out of, based on or resulting from the presence, or release into the environment, of any Materials of Environmental Concern at any location, whether or not owned by Seller, at which the Hospital Businesses are conducted;

(39) **Environmental Laws** means any and all Legal Requirements relating to pollution or protection of human health or the environment (including ground water, land surface or subsurface strata), including Legal Requirements relating to emissions, discharges, releases or threatened releases of Materials of Environmental Concern, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, recycling, reporting or handling of Materials of Environmental Concern and Medical Waste Laws;

(40) **ERISA** means the Employee Retirement Income Security Act of 1974, as amended;

(41) **ERISA Fiduciary** is defined in section 3(21) of ERISA;

(42) **Exchange Act** means the Securities Exchange Act of 1934, as amended;

(43) **Excluded Assets** is defined in section 2.02;

(44) **Excluded Liabilities** means any and all liabilities of Seller other than the Assumed Liabilities, and any and all liabilities of Health Partners, in each case whether known or unknown, fixed or contingent, recorded or unrecorded, and whether arising before or after Closing, including without limitation those liabilities described in section 2.04;

(45) **Final Balance Sheets** is defined in section 2.07;

(46) **Financial Statements** means the Audited Financial Statements, Unaudited Year-end Financial Statements, Closing Balance Sheets, and the financial statements described in section 3.04(b);

(47) **GAAP** is defined in section 2.05(c);

(48) **Governmental Authority** means any executive, legislative or judicial agency, authority, board, body, commission, court, department, instrumentality or official of any federal, state, municipal or foreign governmental or quasi-governmental unit or subdivision, and any private arbitrator, arbitration panel or alternative dispute resolution maker acting on behalf of any of the foregoing;

(49) **Governmental Permit** means, with respect to a party, any permit, approval, license or other authorization required to be issued by, or any registration, notice or other filing required to be made with, a Governmental Authority for such party to lawfully own the

Assets, conduct the Hospital Businesses and consummate the transactions contemplated by this agreement;

(50) **Government Health Programs** means federal and state Medicare, Medicaid and TRICARE programs, and successor programs;

(51) **Government Support Payments** means payments to the Hospital Businesses under the Critical Hospital Adjustment Payment (CHAP) Program, the Safety Net Adjustment Payment (SNAP) Program, the Tertiary Care Adjustment Payment Program, the Medicaid Provider Assessment Program and the Illinois Disproportionate Share Program.

(52) **Health Partners Assets** means all assets, real, personal and mixed, tangible and intangible, other than the Excluded Assets, owned or leased by Health Partners and constituting or employed in the operation of Health Partners' business;

(53) **Health Partners Contracts** means the Contracts listed or described in schedule 3.19 to which Health Partners is a party and any Contracts (other than any category of Contract described in sections 3.19(a) through 3.19(d)) that require either the payment by Health Partners of \$50,000 or less or the provision of goods or the performance of services by Health Partners having a value of \$50,000 or less, in either case during the period from the date of the Effective Date until (i) if the Contract is terminable without penalty at any time by Health Partners without cause upon notice of 90 days or less, the date upon which the Contract would terminate if Health Partners were to give notice of termination on the Effective Date, or (ii) if the Contract is not terminable without penalty at any time by Health Partners without cause upon notice of 90 days or less, the expiration of the term of the Contract;

(54) **HFAP** is defined in section 3.17;

(55) **Hill-Burton Act** means the Public Health Service Act, 42 U.S.C. §291, *et seq.*;

(56) **Hired Employees** means those employees of Seller with respect to the operation of the Hospital Businesses who accept Buyer's offer of employment as of the Closing Date;

(57) **Hospital** means the licensed general acute care hospital currently operated by Seller;

(58) **Hospital Businesses** means all businesses owned, leased, managed or otherwise operated or conducted by Seller and Health Partners, any owned physician practices and medical office buildings;

(59) **HSR Act** means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended;

- (60) **Indemnifying Party** means any Person obligated to indemnify another Person under article 9;
- (61) **Indemnitee** means any Person entitled to indemnification under article 9;
- (62) **Indemnity Cap** is defined in section 9.02;
- (63) **Indemnity Escrow Account** is defined in section 8.04;
- (64) **Indemnity Escrow Agent** means Bank of America, N.A., or any successor in interest or assignee thereof;
- (65) **Indemnity Escrow Agreement** is defined in section 8.04;
- (66) **Independent Auditor** is defined in section 2.07;
- (67) **Intellectual Property Assets** means all marks, names, symbols, logos, trademarks, service marks, patents, patentable inventions and discoveries, registered and unregistered copyrights, know-how, trade secrets, Software, internet websites and domain names, and similar intangibles (including variants used by Seller or Health Partners and applications for the foregoing) owned by Seller or Health Partners or licensed from third parties by Seller or Health Partners in which Seller or Health Partners has a proprietary interest, exclusive of the Excluded Assets;
- (68) **Inventory** is defined in section 2.01(g);
- (69) **Investments** means shares of capital stock of any corporation, interests in partnerships or limited liability companies, or other equity or debt instruments in any other Person, and proceeds from the sale thereof;
- (70) **Leased Personal Property** is defined in section 2.01(d);
- (71) **Leased Real Property** means all real property leased by Seller from third parties and used in the conduct of the Hospital Businesses, as more particularly described in schedule 2.01(b), and all buildings, improvements and fixtures thereon and all appurtenances and rights of Seller thereto;
- (72) **Legal Requirements** means, with respect to any Person, all statutes, ordinances, bylaws, codes, rules, regulations, restrictions, orders, judgments, rulings, writs, injunctions, decrees, determinations or awards of any Governmental Authority having jurisdiction over such Person or any of such Person's assets or businesses;
- (73) **Losses** means any and all damages, claims, costs, losses, liabilities, expenses or obligations (including Taxes, interest, penalties, fines, court costs, costs of preparation and reasonable costs of investigation, and reasonable attorneys', accountants' and other professional advisors' fees and expenses), but excluding remote or speculative damages, opportunity costs or punitive damages (other than remote or speculative damages,

opportunity costs or punitive damages awarded to a third party which is not an Affiliate of the Indemnitee);

(74) **Material Adverse Change** means a material adverse change in the business, results of operations, assets, liabilities or financial condition of Seller or Health Partners with respect to the Hospital Businesses (including any material reduction in the aggregate Government Support Payments taken as a whole), other than (i) any change described in the schedules to this agreement as attached to this agreement on the Effective Date (without giving effect to any subsequent amendment to any schedule), (ii) general business, industry or economic conditions that do not disproportionately affect Seller, Health Partners or the Hospital Businesses, (iii) any change in Legal Requirements operative at or prior to the Closing Date generally applicable to owners and operators of general acute care hospitals in the State of Illinois if such change does not disproportionately affect Seller, Health Partners or the Hospital Businesses; (iv) changes in the financial or operating performance of Seller, Health Partners or the Hospital Businesses due to or caused by seasonal changes, to the extent materially consistent with historical seasonal fluctuation for such businesses; (v) change or proposed changes to any applicable law, reimbursement rates or policies of governmental agencies or bodies that are generally applicable to hospitals or healthcare facilities located in the State of Illinois; (vi) changes in the health care industry in general; (vii) reimbursement rates, policies or procedures of third party payors or accreditation commissions or organizations that are generally applicable to hospitals or healthcare facilities located in the State of Illinois; (viii) 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 Seller, Health Partners or the Hospital Businesses; (ix) changes in financing or the capital markets industry that do not disproportionately affect Seller, Health Partners or the Hospital Businesses; and (x) changes or adverse events arising from a change in accounting requirements if such change does not disproportionately affect Seller, Health Partners or the Hospital Businesses;

(75) **Materials of Environmental Concern** means chemicals, pollutants, contaminants, wastes (including Medical Waste), toxic substances, petroleum and petroleum products, including hazardous wastes under the Resource, Conservation and Recovery Act, 42 U.S.C. §6903, *et seq.*, hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601, *et seq.*, asbestos, polychlorinated biphenyls and urea formaldehyde, and low-level nuclear materials, special nuclear materials or nuclear-byproduct materials, all within the meaning of the Atomic Energy Act of 1954 as amended, and any rules, regulations or policies promulgated thereunder;

(76) **Mediation Notice** is defined in section 10.01(c);

(77) **Mediation Procedures** is defined in section 10.01(c);

(78) **Medical Waste** means any waste generated in the diagnosis, treatment or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals, including (i) pathological waste, (ii) blood, (iii) sharps, (iv) wastes from surgery or autopsy, (v) dialysis waste, including contaminated disposable equipment and supplies, (vi) cultures and stocks of infectious agents and associated biological agents, (vii) contaminated animals, (viii) isolation wastes, (ix) contaminated equipment, (x) laboratory waste, (xi) various other biological waste and discarded materials contaminated with or exposed to blood, excretion, or secretions from human beings or animals, (xii) pharmaceutical waste, and (xiii) any substance, pollutant, material or contaminant listed or regulated under the Medical Waste Tracking Act of 1988, 42 U.S.C. §6992, *et seq.* or under the Medical Waste Law of any State;

(79) **Medical Waste Law** means the Medical Waste Tracking Act of 1988, 42 U.S.C. §6992, *et seq.*, the U.S. Public Vessel Medical Waste Anti-Dumping Act of 1988, 33 U.S.C. §2501, *et seq.*, the Marine Protection, Research, and Sanctuaries Act of 1972, 33 U.S.C. §1401, *et seq.*, The Occupational Safety and Health Act, 29 U.S.C. §651, *et seq.*, the United States Department of Health and Human Services, National Institute for Occupational Self-Safety and Health Infectious Waste Disposal Guidelines, Publication No. 88-119, and any other federal, state, regional, county, municipal, or other local laws, regulations, and ordinances insofar as they purport to regulate Medical Waste, or impose requirements relating to Medical Waste;

(80) **Multiemployer Plan** is defined in section 3(37) of ERISA or section 4001(a)(3) of ERISA;

(81) **Multiple Employer Plan** means an Employee Pension Benefit Plan that is not a Multiemployer Plan and for which a Person who is not a member of a Controlled Group that includes Seller is or has been a contributing sponsor;

(82) **Net Patient Accounts Receivable** means all Accounts Receivable arising from the rendering of services by Seller or Health Partners prior to the Effective Time to inpatients and outpatients at the Hospital Businesses, less allowances for uncollectible accounts;

(83) **Net Seller Proceeds** is defined in section 8.03(a);

(84) **Net Working Capital** is defined in section 2.05(b);

(85) **Offset Amounts** is defined in section 5.26;

(86) **Other Plan** means any Contract, program or arrangement that provides cash or non-cash benefits or perquisites to current or former employees of Seller or Health Partners, but that is not an Employee Benefit Plan;

(87) **Owned Personal Property** is defined in section 2.01(c);

- (88) **Owned Real Property** means all real property owned (legally or beneficially) by Seller and used in the conduct of the Hospital Businesses, as more particularly described in schedule 2.01(a), and all buildings, improvements and fixtures thereon and all appurtenances and rights of Seller thereto;
- (89) **Party in Interest** means a "party in interest" as defined in section 3(14) of ERISA, and a "disqualified person" as defined in the Code;
- (90) **PBGC** means the Pension Benefit Guaranty Corporation;
- (91) **Permitted Encumbrances** means the Permitted Personal Property Encumbrances and the Permitted Real Property Encumbrances;
- (92) **Permitted Personal Property Encumbrances** means those Encumbrances described in schedule 1.01(92);
- (93) **Permitted Real Property Encumbrances** means those Encumbrances described in schedule 1.01(93);
- (94) **Person** means any individual, company, body corporate, association, partnership, firm, joint venture, trust, trustee or Governmental Authority;
- (95) **Personal Property** means the Owned Personal Property and the Leased Personal Property;
- (96) **Post-Closing Adjustment Date** is defined in section 2.07;
- (97) **Prepays** is defined in section 2.01(f);
- (98) **Proceeding** means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted, heard or held by, before, under the authority or at the direction of any Governmental Authority;
- (99) **Prohibited Transaction** is defined in section 406 of ERISA and section 4975 of the Code;
- (100) **Purchase Price** is defined in section 2.05(a);
- (101) **Qualifying Resolution** is defined in section 7.02;
- (102) **RCAC** means The Roman Catholic Archdiocese of Chicago, an Illinois corporation sole;
- (103) **Real Property** means Owned Real Property and Leased Real Property;
- (104) **Receivable Records** is defined in section 2.01(i);

(105) **Relevant Claim Amount** defined in section 9.02;

(106) **Reportable Event** is defined in section 4043 of ERISA;

(107) **Seller** means Holy Cross Hospital, Inc., an Illinois not-for-profit corporation;

(108) **Seller Contracts** means the Contracts listed or described in schedule 3.19 to which Seller is a party and any Contracts (other than any category of Contract described in sections 3.19(a) through 3.19(d)) that require either the payment by Seller of \$50,000 or less or the provision of goods or the performance of services by Seller having a value of \$50,000 or less, in either case during the period from the date of the Effective Date until (i) if the Contract is terminable without penalty at any time by Seller without cause upon notice of 90 days or less, the date upon which the Contract would terminate if Seller were to give notice of termination on the Effective Date, or (ii) if the Contract is not terminable without penalty at any time by Seller without cause upon notice of 90 days or less, the expiration of the term of the Contract;

(109) **Seller Cost Reports** is defined in section 5.25;

(110) **Seller's Indemnified Persons** means Seller and its members, successors and assigns, and their respective members, directors, trustees, officers, employees, agents and representatives;

(111) **Software** means all computer software, including source code, object code, machine-readable code, HTML or other markup language, program listings, comments, user interfaces, menus, buttons and icons, and all files, data, manuals, design notes, end user licenses and other items and documentation related thereto or associated therewith to the extent Seller has the right to use such Software;

(112) **SSA** is defined in section 3.22(e);

(113) **SSC** means the Sisters of St. Casimir, an institute of women religious under the Roman Catholic Church;

(114) **Stewardship Agreement** is defined in section 5.24;

(115) **Intentionally Omitted**;

(116) **Tax** means any income, unrelated business income, gross receipts, license, payroll, employment, excise, severance, occupation, privilege, premium, net worth, windfall profits, environmental (including taxes under section 59A of the Code), customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, recording, stamp, sales, use, services, service use, transfer, registration, escheat, unclaimed property, value added, alternative or add-on minimum, estimated or other tax, assessment, charge, levy or fee of any kind whatsoever, including payments or services in lieu of Taxes, interest or penalties on and additions to all of the

foregoing, that are due or alleged to be due to any Governmental Authority, whether disputed or not;

(117) **Tax Return** means any return, declaration, report, claim for refund, information return or statement, including schedules and attachments thereto and amendments, relating to Taxes;

(118) **Unaudited Year-end Financial Statements** means the unaudited combined balance sheets and statements of operations of the Hospital Businesses as of and for the twelve months ended June 30, 2010;

(119) **Vanguard** means Vanguard Health Systems, Inc., a Delaware corporation;

(120) **WARN Act** means the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §2101, *et seq.*

1.02. Certain References. As used in this agreement:

(a) references to "*this agreement*" mean this agreement, as amended from time to time, and all exhibits and schedules attached to or referenced in this agreement;

(b) references to "*articles*" or "*sections*" are references to articles and sections of this agreement, unless the context states or implies otherwise;

(c) references to "*include*" or "*including*" mean including without limitation and are intended to be illustrative and not restrictive of the word or phrase to which they refer;

(d) references to "*partners*" include general and limited partners of partnerships and members of limited liability companies;

(e) references to "*partnerships*" include general and limited partnerships, joint ventures and limited liability companies;

(f) references to any document are references to that document as amended, consolidated, supplemented, novated or replaced by the parties thereto;

(g) references to any law are references to that law as amended, consolidated, supplemented or replaced, and all rules and regulations promulgated thereunder;

(h) references to time are references to central time;

(i) references to "*Seller's knowledge*", "*knowledge of Seller*" and "*known to Seller*" mean the actual knowledge of each of the Persons whose names or titles are set forth in schedule 1.02, after due inquiry by Seller of such Persons, but no further inquiry by such Persons. No constructive or imputed knowledge shall be attributed to any such individual by virtue of any position held, relationship to any other Person or for any other reason;

(j) references to "*Buyer's knowledge*" and "*knowledge of Buyer*" mean the actual knowledge of each of the Persons whose names or titles are set forth in schedule 1.02, after due inquiry by Buyer of such Persons, but no further inquiry by such Persons. No constructive or imputed knowledge shall be attributed to any such individual by virtue of any position held, relationship to any other Person or for any other reason;

(k) the gender of all words includes the masculine, feminine and neuter, and the number of all words includes the singular and plural;

(l) references in this agreement requiring a party to use its "good faith efforts" shall, in the course of using its efforts, not require such party to remit to an applicable Person (which is not a party to this agreement, or an affiliate of a party to this agreement) any more than a nominal amount of consideration; and

(m) the Table of Contents, the division of this agreement into articles and sections and the use of captions and headings in connection therewith are solely for convenience and have no legal effect in construing this agreement.

## 2. SALE OF ASSETS AND RELATED MATTERS

2.01. Sale of Assets. Subject to the terms and conditions of this agreement, at Closing Seller shall sell, transfer and assign, or cause to be sold, transferred and assigned, and Buyer shall purchase and assume, the Assets, free and clear of all Encumbrances other than the Permitted Encumbrances, including the following:

(a) the Owned Real Property described in schedule 2.01(a);

(b) Seller's leasehold interest in the Leased Real Property described in schedule 2.01(b);

(c) all major, minor or other equipment (including medical and computer equipment at the Hospital Businesses), vehicles, furniture and furnishings and other tangible personal properties at the Hospital Businesses owned by Seller and used in the conduct of the Hospital Businesses (the "**Owned Personal Property**"), including those listed in schedule 2.01(c);

(d) Seller's leasehold interest in all major, minor or other equipment (including medical and computer equipment at the Hospital Businesses), vehicles, furniture and furnishings and other tangible personal properties at the Hospital Businesses leased by Seller and used in the conduct of the Hospital Businesses (the "**Leased Personal Property**"), including those listed in schedule 2.01(d);

(e) all current assets on the Closing Balance Sheets, to the extent included in Net Working Capital;

(f) all of those advance payments, prepayments, prepaid expenses, deposits and the like which exist as of the Closing Date, subject to the prorrations provided in section

2.08 of this agreement, the categories of which are set forth on schedule 2.01(f); (the "Prepays");

(g) except as excluded by section 2.02(i), all inventories of supplies, drugs, food, janitorial and office supplies and other disposables and consumables used in the Hospital Businesses (the "Inventory");

(h) all Accounts Receivable;

(i) all documents, records, correspondence, work papers and other documents relating to the Accounts Receivable, Seller Cost Reports or Agency Settlements (the "Receivable Records");

(j) all documents, records, operating manuals, files and computer Software (with respect to end user licenses, to the extent assignable), marketing materials, policy and procedure manuals, standard operating procedures and marketing brochures, data and studies or analyses; including, without limitation, all patient records, medical staff records, employee records, financial records, equipment records, construction plans and specifications, and medical and administrative libraries;

(k) to the extent assignable, all rights in all warranties of any manufacturer or vendor in connection with the Personal Property;

(l) all property, real, personal or mixed, tangible or intangible, arising or acquired by Seller between the Effective Date of this agreement and the Closing Date related to the operation of the Hospital Businesses, other than the Excluded Assets;

(m) all insurance proceeds (including applicable deductibles, copayments or self insured requirements), not expended for the repair or restoration of Assets damaged before the Closing Date, but excluding insurance proceeds relating to the Excluded Assets and Excluded Liabilities;

(n) all of Seller's right, title and interest, to the extent assignable or transferable, in and to the Assumed Contracts listed in schedule 2.01(n);

(o) all Governmental Permits of Seller used in connection with the ownership or operation of the Hospital Businesses, if and to the extent assignable, including those described in schedule 2.01(o);

(p) all Intellectual Property Assets used in connection with the ownership and operation of the Hospital Businesses, including those described in schedule 2.01(p);

(q) Agency Settlement receivables and all appeals and appeal rights relating thereto;

(r) Seller's right, title and interest in and to Health Partners;

- (s) general intangibles of the Hospital Businesses, including goodwill;
- (t) claims of Seller against third parties relating to the Assets, choate or inchoate, known or unknown, contingent or otherwise, but excluding such claims relating to Excluded Assets and Excluded Liabilities;
- (u) all of Seller's rights to settlement and retroactive adjustments, if any, for cost reporting periods ending on or prior to the Closing Date (whether open or closed) arising from or against a federal or Illinois health care program under the terms of Government Health Programs; and
- (v) all proceeds of the foregoing and all other property, rights and claims of every kind, character or description, tangible and intangible, known or unknown, owned or leased by Seller, wherever located and whether or not reflected in the Financial Statements or similar to the properties described above, used in connection with the Hospital Businesses.

2.02. Excluded Assets. Notwithstanding anything to the contrary in section 2.01, the following assets (the "**Excluded Assets**") are not a part of the sale and purchase contemplated by this agreement and are excluded from the Assets:

- (a) cash, cash equivalents and short-term investments;
- (b) marketable securities;
- (c) all intercompany receivables of Seller with Health Partners which are not included in Net Working Capital;
- (d) any notes receivable from physicians or amounts due from physicians under recruitment agreements;
- (e) any current assets of Seller which are not included in Net Working Capital;
- (f) any asset which would revert to the employer upon the termination of any Employee Benefit Plan other than Seller's Employee Pension Benefit Plan assumed by Buyer pursuant to section 5.03(b), including assets representing a surplus or overfunding of any Employee Benefit Plan;
- (g) corporate minute books, tax records and other records that Seller is required by law to retain in its possession;
- (h) the current portion of assets whose use is limited, internally designated investments and assets held in trust under bond agreements, all as set forth on the Closing Balance Sheets;
- (i) inventory, supplies and other consumables disposed of or exhausted after the date of this agreement and before the Closing Date in the ordinary course of the Hospital Businesses;

- (j) Intentionally Omitted;
- (k) deferred bond issuance costs;
- (l) any Contract which is not among the Assumed Contracts;
- (m) all underpayments arising from billing for services rendered prior to the Effective Time finally determined to be owed by Medicare through the conduct of the Recovery Audit Contractor program and by the State of Illinois through program audits or reviews conducted by the Illinois Department of Health Care and Family Services;
- (n) assets owned and provided by vendors of services or goods to the Hospital Businesses, including any inventory on consignment;
- (o) all claims, rights, interests and proceeds with respect to state or local property tax refunds and abatement resulting from periods prior to the Effective Time, and the right to pursue appeals of same;
- (p) all unclaimed property of any third party which is subject to applicable escheat laws;
- (q) all bank accounts of Seller;
- (r) subject to the terms of section 5.22, all rights in bequests to Seller, and donor-restricted gifts to Seller;
- (s) any other assets identified in schedule 2.02(s);
- (t) all of Seller's rights, title and interest in, to and under all claims, causes of action, refunds, rights of recovery, rights of setoff and rights of recoupment of any kind against, relating to, or pursuant to any Excluded Liability or any Prepaid not assumed by Buyer at Closing;
- (u) all Federal, state, local and foreign income and franchise or property tax credits and refund claims of Seller and Health Partners to the extent relating to any period prior to the Closing and to the extent not included in the calculation of Net Working Capital;
- (v) all writings and other items that are protected from discovery by the attorney-client privilege, the attorney work product doctrine or any other cognizable privilege or protection; and
- (w) all claims, rights, interests and proceeds (whether received in cash or by credit to amounts otherwise due to a third party) with respect to amounts overpaid by Seller to any third party with respect to periods prior to the Effective Date, to the extent not included in Net Working Capital.

2.03. Assumed Liabilities. As of the Closing Date, Buyer shall assume the Assumed Liabilities.

2.04. Excluded Liabilities. Notwithstanding anything to the contrary set forth in this agreement, under no circumstance will Buyer assume or be obligated to pay, and none of the Assets will be or become liable for or subject to, any of the Excluded Liabilities, including without limitation the following, which Excluded Liabilities are and will remain liabilities of Seller:

- (a) Long-term debt (including capital leases), except the Assumed Long Term Debt and Capital Lease Obligations, on the Closing Balance Sheets, including the current portion, and all other liabilities on the Closing Balance Sheets not constituting Assumed Liabilities;
- (b) liabilities or obligations associated with any Excluded Assets;
- (c) liabilities or obligations associated with indebtedness for borrowed money;
- (d) obligations required to be performed by Seller before the Closing Date under the Assumed Contracts, liabilities or obligations resulting from a breach or default before the Closing Date of any Assumed Contracts or other Assumed Liabilities, and liabilities arising under any Contracts not assumed by Buyer;
- (e) liabilities or obligations under the Hill-Burton Act or other restricted grant or loan programs;
- (f) except as provided in section 5.03(h) or otherwise specifically included as an Assumed Liability, liabilities or obligations to Seller's employees under any Employee Benefit Plan, severance pay program or arrangement, EEOC claim, unfair labor practice, and wage and hour practice, as a result of acts of Seller before Closing;
- (g) liabilities or obligations associated with the failure to obtain at or before Closing any consents required to assign the Assumed Contracts, and any Health Partners Contracts which prohibit unconsented assignment by operation of law due to a change of control of Health Partners, to Buyer at Closing;
- (h) penalties, fines, settlements, interest, costs and expenses arising out of or incurred as a result of any actual or alleged violation of any Legal Requirement by (i) Seller at any time or (ii) Health Partners at any time prior to the Closing;
- (i) any current liabilities of Seller and Health Partners (i) which are not included in Net Working Capital and (ii) which are not otherwise specifically included in the Assumed Liabilities;
- (j) all liabilities of Seller or Health Partners arising out of or relating to any act, omission, event or occurrence connected with the use, ownership or operation of the Hospital Businesses or any of the Assets or Health Partner Assets prior to the Effective Time, other than as specifically included in the Assumed Liabilities;

(k) all liabilities of Seller and Health Partners in connection with claims of professional malpractice or general commercial liability to the extent arising out of or relating to acts, omissions, events or occurrences prior to the Effective Time;

(l) all overpayments arising from billing for services rendered prior to the Effective Time finally determined to be due to Medicare through the conduct of the Recovery Audit Contractor program and to the State of Illinois through program audits or reviews conducted by the Illinois Department of Health Care and Family Services, and any liability of Seller or Health Partners arising pursuant to the Medicare, Medicaid, Blue Cross, or any other third party payor programs in respect of periods prior to the Closing Date (other than Agency Settlement liabilities relating to open Cost Reports for periods prior to the Effective Time, including Seller's terminating Cost Report, including interest and other sums) or as a result of the consummation of any of the transactions contemplated under this agreement except for Assumed Liabilities;

(m) other than as specifically included in the Assumed Liabilities, and subject to sections 2.08 and 5.14, all federal, state, foreign or local tax liabilities or obligations of Seller and Health Partners in respect of periods ending prior to the Effective Time, including, without limitation, any income tax, any franchise tax, any sales and/or use tax, and any FICA, FUTA, workers' compensation and any and all other taxes due and payable as a result of the exercise by any employees of the Hospital Businesses of their right to paid time off benefits accrued while in the employ of Seller and Health Partners; and

(n) financial advisory, legal, ethicist and other transaction related expenses advanced or incurred by SSC, subject to review and approval by Buyer, which approval shall not be unreasonably withheld.

## 2.05. Purchase Price; Purchase Price Adjustment.

(a) Subject to the terms and conditions of this agreement, the aggregate purchase price to be paid by Buyer to Seller for the purchase of the Assets shall be Eighteen Million Six Hundred Fifty-five Thousand Dollars (\$18,655,000) (the "**Purchase Price**"), comprised of (i) Thirteen Million Dollars (\$13,000,000) plus or minus (ii) the amount by which Net Working Capital (as defined below) on the Closing Date is greater than or less than the base amount of Four Million Five Hundred Nineteen Thousand Six Hundred Fourteen Dollars (\$4,519,614), minus (iii) the amount of Seller's long-term debt and capital lease obligations (including current portions) at the Effective Time, if any, that are assumed by Buyer pursuant to section 2.03 of this agreement (the "**Assumed Long-Term Debt and Capital Lease Obligations**"); plus or minus (iv) the accrued reserve for payments or refunds attributable to all open Costs Reports related to periods prior to the Effective Time, including Seller's terminating Cost Report (the "**Cost Report Adjustment Amount**"); and (v) plus or minus the accrued reserve for payments or refunds for account 20730.4715 Blue Cross Payable Blue Cross UPP liability and account 20740.4741 Due to Administrar Due to Palmetta HHA on exhibit 2.05(b) (the sum of (i), (ii), (iii), (iv) and (v) being referred to for purposes of this agreement as the "**Cash Purchase Price**"), and (vi) an additional Five Million Six Hundred Fifty-five Thousand Dollars (\$5,655,000) (the

"Contingent Purchase Price"), to the extent that at least \$8,695,000 in Contingent Revenue is received by Buyer by December 31, 2015 (provided, that in the event that less than \$8,695,000 in Contingent Revenue is received by Buyer by December 31, 2015, then the Contingent Purchase Price shall be reduced on a dollar-for-dollar basis based on the shortfall in Contingent Revenue received by such date). The payment of the Cash Purchase Price at Closing shall be governed by section 8.03(a). The payment of the Contingent Purchase Price, if any, shall be governed by section 8.04.

(b) For purposes of this agreement, "**Net Working Capital**," as of any date, shall be defined as an amount equal to the difference between the (i) current assets used in the Hospital Businesses, which for purposes of this calculation shall include only the following categories included in the Closing Balance Sheets and the Final Balance Sheets: (A) the value of the Net Patient Accounts Receivable (excluding accounts 10500.0350 UPP Current Year UPP Vouchers and 10500.0360 UPP Current Year UPP Cash Receipts on exhibit 2.05(b)); (B) the value of the Prepaids which are useable by Buyer on and after the Effective Time; (C) the value of the Inventory; and (D) other current assets used in the Hospital Businesses useable by Buyer and reflected on the Financial Statements (but excluding cash, cash equivalents and marketable investments), and (ii) the current liabilities of the Hospital Businesses which are payable to third parties, which for purposes of this calculation shall include only the following categories included in the Closing Balance Sheets and the Final Balance Sheets: (A) accounts payable, but only to the extent it is anticipated that Buyer will be required to fund the payment of such accounts payable after the Effective Time (for example, if Seller has made arrangements for payment of certain portions of the accounts payable for payment by Seller after the Closing, such portion of the accounts payable would not be included in the calculation of Net Working Capital); (B) accrued salaries and expenses, and (C) accrued paid time off. An example of the calculation of Net Working Capital is set forth on exhibit 2.05(b). If there is a conflict between the definition of Net Working Capital set forth in this section 2.05(b) and the methodology used to calculate the Net Working Capital on exhibit 2.05 (b), the definition of Net Working Capital set forth in this section 2.05(b) shall control.

(c) At least seven (7) calendar days but no more than fifteen (15) calendar days prior to the Closing Date, Seller shall prepare and deliver to Buyer the latest available unaudited combined balance sheets of the Hospital Businesses (as of the end of a calendar month) (the "**Closing Balance Sheets**"). The Closing Balance Sheets shall (i) be prepared in conformity with generally accepted accounting principles consistently applied ("**GAAP**") to the extent described in, and qualified by, section 3.06, (ii) include a calculation of Net Working Capital, the Assumed Long-Term Debt and Capital Lease Obligations and the Cost Report Adjustment Amount and (iii) be attached hereto as schedule 2.05(c). The amounts set forth in the Closing Balance Sheets shall be subject to adjustment as provided in sections 2.06 and 2.07 below.

2.06. Inventory. Seller shall cause a physical count of the Inventory to be taken by employees or representatives of Seller or by a third party inventory counting company, with said inventory to be taken in accordance with Seller's accounting practices and the policies and procedures used in connection with determining inventory for purposes of preparing the Unaudited

Year-end Financial Statements, as near in time as possible (but in no event more than ten calendar days prior) to the Closing Date and with the results extended and adjusted through the Closing Date.

Seller shall permit representatives or employees of Buyer to observe such inventory process. The cost of conducting the inventory shall be borne by Seller. All Inventory shall be valued at the lesser of cost or current market value; provided, however, any Inventory items that are consignment inventory, are obsolete or otherwise expired shall have a value of zero. For purposes of the Closing Balance Sheets, Net Working Capital shall include the book value of the Inventory as reflected by the latest available unaudited combined balance sheets of the Hospital Businesses. For purposes of the Final Balance Sheets, the portion of Net Working Capital attributable to the Inventory shall be the value of the Inventory as determined pursuant to this section.

2.07. Post-Closing Adjustment to Purchase Price. Within one hundred twenty (120) calendar days after the Closing Date, Seller shall prepare and deliver to Buyer the final combined unaudited balance sheets of the Hospital Businesses as of the Closing Date (the "**Final Balance Sheets**"), which shall include a calculation of Net Working Capital as of the Closing Date, the Assumed Long-Term Debt and Capital Lease Obligations and the Cost Report Adjustment Amount. Buyer, in connection with its review of the Final Balance Sheets, shall be permitted to review work papers of Seller or its accountants with respect to the preparation of the Final Balance Sheets and the books and records of Seller and Health Partners reasonably related thereto. The Closing Balance Sheets and the Final Balance Sheets shall be prepared in a manner consistent with section 3.06. If Buyer disputes any entry on the Final Balance Sheets that affects the calculation of Net Working Capital, the Assumed Long-Term Debt and Capital Lease Obligations or the Cost Report Adjustment Amount, Buyer shall notify Seller in writing (which writing shall contain Buyer's determination of the amount of the disputed entry) within forty-five (45) calendar days after Buyer's receipt of the Final Balance Sheets from Seller. If Buyer and Seller cannot resolve such dispute within thirty (30) business days after Buyer notifies Seller in writing of such dispute, then a mutually agreed upon independent certified public accounting firm (the "**Independent Auditor**"), shall review the matter in dispute and, solely as to disputes relating to accounting issues and acting as an expert and not as an arbitrator, shall promptly decide the proper amounts of such disputed entries (which decision shall also include a final recalculation of the Cash Purchase Price). In the event that all or a portion of the dispute at issue involves a legal issue or an interpretation of this agreement, such legal or interpretative dispute shall first be subject to adjudication by a court or similar tribunal, with any necessary review by the Independent Auditor under this section 2.07 occurring following the resolution of such legal dispute. Such decision of the Independent Auditor shall be conclusive and binding as between Buyer and Seller, and the costs of such review shall be borne by both Seller and Buyer in proportion to the relevant amount each party's determination has been modified. Within fifty (50) calendar days after Buyer's receipt of the Final Balance Sheets from Seller or, if disputed by Buyer, within five (5) business days after the earlier of (a) the date Buyer and Seller finally resolve such dispute and recalculate the Cash Purchase Price accordingly, or (b) the date of receipt of a decision from the Independent Auditor (the "**Post-Closing Adjustment Date**"), either (i) Seller shall pay Buyer in cash or in other immediately available funds the amount of any decrease in the Cash Purchase Price, or (ii) Buyer shall pay Seller in cash or in other immediately available funds the amount of any increase in the Cash Purchase Price.

2.08. Prorations and Utilities. To the extent not otherwise prorated pursuant to this agreement, or as reflected in Net Working Capital on the Closing Balance Sheets or the Final Balance Sheets, Buyer and Seller shall prorate (as of the Effective Time), if applicable, real estate and personal property lease payments, real estate and personal property taxes and assessments and other similar charges against real estate and personal property, plus all other income and expenses which are normally prorated upon the sale of assets of a going concern; provided, however, that no allocation shall be made on real estate taxes to Seller in any prorations with regards to any portion of Seller's Owned Real Property which is exempt from real estate taxes on the day before the Closing Date. As to power and utility charges, "final readings" as of the Closing Date shall be ordered from the utilities; the cost of obtaining such "final readings," if any, to be paid for equally by Seller and Buyer. To the extent any amounts described in this section cannot be conclusively determined as of the Effective Time, the parties will mutually agree upon a good faith estimate thereof based upon the then most currently available information related thereto, and shall reflect such mutual agreement on the settlement statement delivered in connection with Closing. Concurrent with the delivery of the Final Balance Sheets, Seller shall deliver to Buyer a statement setting forth any required adjustments to amounts paid at Closing with respect to the matters described in this section, together with supporting documentation related thereto. No later than the Post-Closing Adjustment Date, Buyer or Seller, as appropriate, shall pay to the other the amounts set forth therein.

### 3. REPRESENTATIONS OF SELLER

Subject to the exceptions described in the schedules to this agreement, Seller makes the following representations to Buyer and Vanguard on and as of the date of this agreement and will be deemed to make them again at and as of the Closing Date.

3.01. Organization and Qualification. Seller is a not-for-profit corporation duly organized and validly existing in good standing under the laws of the State of Illinois. Health Partners is a corporation duly organized and validly existing in good standing under the laws of the State of Illinois. Seller and Health Partners are each licensed, qualified or admitted to do business in each jurisdiction in which its ownership, use or leasing of any of its assets or properties, or the conduct or nature of its businesses, makes such licensing, qualification or admission necessary.

3.02. Corporate Powers; Consents, Absence of Conflicts, Etc. Seller has the requisite power and authority to conduct its businesses as now being conducted, to enter into this agreement and to perform its obligations hereunder. The execution, delivery and performance by Seller of this agreement and the Closing Documents and the consummation of the transactions contemplated by this agreement:

(a) are within its corporate powers, are not in contravention of its articles of incorporation, bylaws and other governing documents, and have been or will be prior to Closing duly authorized by all appropriate corporate and member action and by the RCAC;

(b) do not conflict with, result in any breach or contravention of, or permit the acceleration of the maturity of, any liabilities of Seller or Health Partners (other than Excluded Liabilities satisfied as of the Closing Date), and do not create or permit the creation of any Encumbrance;

(c) do not violate any Legal Requirement to which it, Health Partners or the Assets may be subject (including bulk transfer laws); and

(d) do not conflict with or result in a material breach or violation of any Assumed Contract, other than any prohibition against assignment.

3.03. Binding Agreement. All corporate and other actions required to be taken by Seller to authorize the execution, delivery and performance of this agreement, all documents executed by Seller which are necessary to give effect to this agreement, and all transactions contemplated hereby, have been duly and properly executed, taken or obtained by Seller or will be duly and properly taken or obtained prior to the Closing Date. No other corporate or other action on the part of Seller is necessary to authorize the execution, delivery and performance of this agreement, all documents necessary to give effect to this agreement and all transactions contemplated hereby. This agreement has been duly and validly executed and delivered by Seller and, assuming due and valid execution by Buyer and Vanguard, this agreement constitutes a valid and binding obligation of Seller enforceable in accordance with its terms subject to (a) applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and (b) limitations on the enforcement of equitable remedies.

3.04. Subsidiaries, Investments and Third Party Rights. Other than Health Partners, Hospital does not own or directly or indirectly control any subsidiaries, member organizations or joint ventures. No Person has any contractual or other right to acquire, directly or indirectly, any material Assets, or interest therein.

3.05. Legal and Regulatory Compliance. Except as set forth in schedule 3.05 or otherwise disclosed to Buyer and Buyer's counsel in writing, Seller materially complies with and has materially complied with all Legal Requirements and has timely filed all reports and other information required to be filed with Governmental Authorities, where a failure to be in compliance or file timely could reasonably be expected to result, individually or in the aggregate, in a Material Adverse Change. Except as set forth in schedule 3.05, to Seller's knowledge, no Proceeding alleging or based upon a violation of any Legal Requirement is currently pending against Seller or Health Partners which could reasonably be expected to result, individually or in the aggregate, in a Material Adverse Change. To Seller's knowledge, none of Seller or Health Partners has been threatened by any Person with any Proceeding alleging or based upon a violation of any Legal Requirements. None of Seller or Health Partners is a party to or otherwise bound by (x) a corporate compliance or integrity agreement with the Office of Inspector General of the United States Department of Health and Human Services or written agreement with such Governmental Authority to establish or maintain a corporate integrity program applicable to any of the Hospital Businesses or (y) a settlement or other agreement with any other Governmental Authority that imposes continuing obligations on any of the Hospital Businesses (other than provider agreements to participate in Government Health Programs) or contains obligations that have not been fully discharged.

3.06. Financial Statements. Attached as schedule 3.06 are copies of the Audited Financial Statements and the Unaudited Year-end Financial Statements. The Financial Statements are complete and accurate and fairly present in all material respects the financial condition and results of operations of the Hospital Businesses as of the dates thereof and for the periods therein referred to,

all in accordance with GAAP, except as stated therein, subject, in the case of the Unaudited Year-end Financial Statements, to normal recurring year-end adjustments (the effect of which will not, individually or in the aggregate, be materially adverse) and the absence of notes (which, if presented, would not differ materially from those included in the Audited Financial Statements), and the Financial Statements reflect the consistent application of such accounting principles throughout the periods involved.

3.07. Undisclosed Liabilities. Except and to the extent accrued or disclosed in the Financial Statements, neither Seller nor Health Partners has any liabilities or obligations except for Permitted Encumbrances with respect to the Hospital Businesses, the Assets or the Health Partner Assets due or to become due, accrued, absolute, contingent or otherwise, required by GAAP to be accrued or disclosed in audited financial statements, except for liabilities and obligations incurred in the ordinary course of business and consistent with past practice since the date of the Unaudited Year-end Financial Statements, none of which could reasonably be expected to result, individually or in the aggregate, in a Material Adverse Change.

3.08. Recent Activities. Except as set forth in schedule 3.08 or otherwise disclosed to Buyer and Buyer's counsel in writing, since the date of the Unaudited Year-end Financial Statements:

(a) no material damage, destruction or loss (whether or not covered by insurance) has occurred affecting the Assets or the Health Partners Assets;

(b) except in the ordinary course of the Hospital Businesses consistent with past practices, neither Seller nor Health Partners has increased or agreed to increase the compensation payable to any of the employees or agents of the Hospital Businesses or made or agreed to make any bonus or severance payment to any of the employees or agents of the Hospital Businesses, and neither Seller nor Health Partners has employed any additional management personnel in respect of the Hospital Businesses;

(c) no labor dispute or other event or condition has occurred materially adversely affecting any of the Hospital Businesses;

(d) neither Seller nor Health Partners has sold or factored, or agreed to sell or factor, any Accounts Receivable, and neither Seller nor Health Partners has sold, distributed or otherwise disposed of any other Assets or Health Partners Assets except in the ordinary course of the Hospital Businesses and, for equipment having an original cost in excess of \$5,000, with a comparable replacement thereof;

(e) neither Seller nor Health Partners has canceled or waived any rights in respect of the Assets or Health Partners Assets, except in the ordinary course of the Hospital Businesses;

(f) there has been no change in any accounting method, policy or practice of Seller or Health Partners with respect to the Hospital Businesses;

(g) other than compensation paid in the ordinary course of employment, none of Seller or Health Partners has paid any amount to, sold any Assets or Health Partners Assets

to, or entered into any Contract with, any officer, director, trustee, shareholder, partner or member of Seller, or any Affiliate of any such Person or of Seller;

(h) neither Seller nor Health Partners has paid or agreed to pay to any Person damages, fines, penalties or other amounts in respect of a violation or alleged violation of any Legal Requirement;

(i) neither Seller nor Health Partners has instituted any new, or terminated or amended any existing, Employee Benefit Plan or Other Plan, except for amendments required to comply with applicable Legal Requirements;

(j) neither Seller nor Health Partners has entered into or agreed to enter into any transaction outside the ordinary course of the Hospital Businesses that individually or together with all other such transactions may cause a liability or obligation in excess of \$50,000; and

(k) between June 30, 2010 and the Effective Date, no Material Adverse Change has occurred and, to Seller's knowledge, no events or circumstances have occurred as of the Effective Date that could reasonably be expected to result, individually or in the aggregate, in a Material Adverse Change.

### 3.09. Accounts Receivable; Inventory.

(a) The Financial Statements, with respect to the Accounts Receivable, accurately reflect the amounts due to Seller and Health Partners as of the date indicated on such applicable Financial Statement with reasonable reserves and allowances. The Accounts Receivable, to the extent uncollected, are valid and existing and represent monies due for goods sold and delivered and services performed in bona fide commercial transactions, are billable, and are not subject to any Encumbrances, except Permitted Encumbrances. To Seller's knowledge, there are no refunds, discounts or setoffs payable or assessable that have been determined as of the representation date with respect to the Accounts Receivable that are not reflected in the Financial Statements. Since June 30, 2010, neither Seller nor Health Partners has sold or otherwise disposed of any Accounts Receivable, including Accounts Receivable that have been written off or fully reserved.

(b) All Assets and Health Partners Assets consisting of inventory and supplies are carried at the lower of cost or market on a first-in, first-out basis and are properly stated in the Audited Financial Statements as of the dates thereof in all material respects. The Inventory is, and as of the Closing Date will be, maintained and accounted for in such qualities and quantities as is consistent with GAAP and the Hospital Businesses' historical practices.

3.10. Equipment. Schedule 2.01(c) is a depreciation schedule as of the date set forth therein that, to Seller's knowledge, lists all equipment with a remaining value as of June 30, 2010 of \$1,000 or greater associated with, or constituting any part of, the Assets. All equipment used in the operation of the Hospital Businesses, whether reflected in the Financial Statements or otherwise, is,

in all material respects, well maintained and in good operating condition, except for reasonable wear and tear. All medical and leased equipment included within the Assets and the Health Partners Assets has been maintained in all material respects in accordance with manufacturer and lessor requirements, and materially accurate maintenance logs or journals have been maintained at all times.

3.11. Title to Personal Property. Seller and Health Partners own and hold good and valid title to their respective personal property, free and clear of any Encumbrances other than those described in schedule 3.11. At Closing Seller will convey or assign, or cause to be conveyed or assigned, to Buyer good and valid title or leasehold title to all Personal Property, free and clear of any Encumbrances other than the Permitted Personal Property Encumbrances.

3.12. Real Property.

(a) Seller owns fee simple or leasehold title, as the case may be, to the Real Property, as described in schedules 2.01(a) and 2.01(b), and all buildings, improvements and fixtures thereon and all appurtenances and rights thereto, free and clear of any Encumbrances other than those described in schedule 3.12(a).

(b) The Real Property comprises all of the real property that is used in the operation of the Hospital Businesses.

(c) At Closing Seller will convey, or cause to be conveyed, to Buyer good and marketable fee simple or, as applicable, leasehold title to all Real Property, free and clear of any Encumbrances other than the Permitted Real Property Encumbrances.

(d) Except as set forth in schedule 3.12(d), the buildings standing on the Real Property are, in all material respects, in a state of good condition and repair, are structurally sound, and in need of no maintenance or repairs except for ordinary, routine maintenance.

(e) Seller has not received notice of condemnation, eminent domain or similar Proceeding relating to the Owned Real Property or any part thereof.

(f) To the knowledge of Seller, no part of the Owned Real Property contains, is located within or abuts any flood plain, navigable water or other body of water, tideland, wetland or marshland.

(g) Except for those tenants in possession of the Real Property under Contracts described in schedule 3.19, no Person other than Seller and Health Partners possesses, or claims possession of, adverse or not, any Real Property, whether as lessee, tenant at sufferance, trespasser or otherwise.

(h) No tenant is entitled to any rebate, concession, or free rent, other than as reflected in the Contract with such tenant; no commitments have been made to any tenant for repairs or improvements other than for normal repairs and maintenance in the future or repairs or improvements required by the tenant Contract; to Seller's knowledge all painting, repairs, alterations and other work required to be performed by Seller as landlord

under each of the tenant Contracts, and all other material obligations of Seller as landlord required to be performed thereunder, prior to the Closing Date have been fully performed.

(i) No rents due under any of the tenant Contracts have been assigned or hypothecated to, or encumbered by, any Person under an arrangement that will remain in place after Closing.

**3.13. Environmental Matters and Medical Waste.**

(a) To Seller's knowledge, no circumstances exist that may prevent or interfere with compliance by the Hospital Businesses in all material respects with Environmental Laws. Seller and Health Partners have all material Governmental Permits required under applicable Environmental Laws, all of which are identified in schedule 2.01(o).

(b) Except as set forth in schedule 3.13(b), there is not now pending or, to the knowledge of Seller, threatened, any claim, investigation or enforcement action by any governmental authority (whether judicial, executive or administrative) concerning Seller's potential liability under Environmental Laws in connection with the ownership or operation of the Hospital Businesses or the Assets. Except as set forth in schedule 3.13(b), to the knowledge of Seller, there has not been a release or threatened release of any Materials of Environmental Concern at, upon, in, under or from the Hospital Businesses or the Assets at any time. At no time during Seller's ownership of the Real Property, and to Seller's knowledge at no time during others' ownership of the Real Property, have any Material of Environmental Concern been present on the Real Property except as may be utilized as a matter of course in the operation of the Hospital Businesses and in accordance with applicable Environmental Laws.

**3.14. Intellectual Property Assets.** Schedule 3.14 sets forth a true and complete list of the Intellectual Property Assets. Except for customary license and maintenance fees payable under the Contracts, Seller and Health Partners have the right to use, free and clear of royalty and other payment obligations, claims of infringement or other liens, all Intellectual Property Assets used in the conduct of the Hospital Businesses, and to the knowledge of Seller, neither Seller nor Health Partners is in conflict with or in violation or infringement of, or has received a notice alleging any conflict with or violation or infringement of, any rights of any other Person with respect to any such Intellectual Property Assets. To Seller's knowledge, no other Person is in conflict with or in violation or infringement of Seller's or Health Partners' rights in such Intellectual Property Assets.

**3.15. Insurance.** Seller and Health Partners each maintains, and has maintained, without interruption, at all times during the conduct of their respective Hospital Businesses, self-insurance or policies or binders of insurance covering such risks and events, including personal injury, property damage, malpractice and general liability, to provide adequate and sufficient insurance coverage for all the assets and operations of Seller and Health Partners. Schedule 3.15 contains a list of all such insurance maintained by Seller and Health Partners as of the Effective Date.

**3.16. Required Consents.** Except as set forth on schedule 3.16 and the Permitted Encumbrances, neither Seller nor Health Partners is a party to or bound by, nor are any of the Assets

or Health Partners Assets subject to, any Contract (including, without limitation, any mortgage, material lien, or deed of trust) or any material order, judgment or decree which (a) requires the consent of another to the execution of this agreement or (b) requires the consent of another to consummate the transactions contemplated by this agreement.

3.17. Governmental Permits; Accreditation. Schedule 2.01(o) describes (a) all material Governmental Permits issued to Seller and Health Partners related to the Hospital Businesses, all of which, to Seller's knowledge, are currently in effect and not subject to meritorious challenge and (b) all applications for material Governmental Permits currently pending or being prepared for submission. The Hospital Businesses are in compliance with all applicable licensing requirements, where a failure to be in compliance could reasonably be expected to result, individually or in the aggregate, in a Material Adverse Change. The Hospital is duly accredited by the Healthcare Facilities Accreditation Program ("HFAP") for the periods set forth in schedule 3.17. Seller has delivered to Buyer true and correct copies of the Hospital's most recent accreditation survey report and deficiency list, if any; the most recent Statement of Deficiencies and Plan of Correction on Form HCFA-2567, if any; the most recent state license report and list of deficiencies, if any; the most recent fire marshal's survey and deficiency list, if any, and the corresponding plans of correction or other responses. HFAP had conferred "deemed status" upon the Hospital Businesses under Government Health Programs. The Centers for Medicare and Medicaid Services ("CMS") has notified Seller that Seller is no longer deemed to meet the Medicare Conditions of Participation and is now under the survey jurisdiction of the Illinois Department of Public Health. Schedule 3.17 contains a list and description of events in the past three (3) years at the Hospital Businesses that constitute "serious reportable events" as defined by the National Quality Forum ("NQF") *Serious Reportable Events in Healthcare: 2006 Update* and adopted by HFAP, if any, and any documentation that was created, prepared and/or produced by Seller or Health Partners to satisfy HFAP Quality Assessment and Performance Improvement ("QAPI") requirements related to addressing such events and creating a "healthcare culture of safety" as defined by HFAP. Except as set forth on schedule 2.01(o), all violations set forth in such reports, if any, have been or by Closing will be corrected by Seller. Seller has obtained certificates of need for the Hospital Businesses and all capital expenditures for which a certificate of need was required under applicable Legal Requirements and has complied in all material respects with the requirements and conditions thereof.

3.18. Government Health Programs. Seller is qualified for participation in and has a current and valid provider Contract with the Government Health Programs and/or their fiscal intermediaries or paying agents and complies in all material respects with applicable conditions of participation therein. Seller is entitled to payment under the Government Health Programs for services rendered to qualified beneficiaries and is not subject to any material withholds or offsets in respect thereof. Seller has timely filed all Cost Reports due for Cost Report periods through those dates set forth on schedule 3.18, and Cost Reports have been audited and notices of program reimbursement have been issued for all Cost Report periods for Seller as set forth on schedule 3.18. All amounts shown as due from Seller in the Cost Reports were remitted with such reports and all amounts shown in the notices of program reimbursement as due have been paid. Except as disclosed in writing to Buyer and Buyer's counsel and except to the extent liabilities and contractual adjustments of Seller under the Government Health Programs have been properly reflected and adequately reserved in the Financial Statements in the ordinary course of business, to Seller's knowledge, neither Seller nor Health Partners has received or submitted any claim for payment in excess of the amount provided by law or

applicable Contract. Neither Seller nor Health Partners has received notice of any dispute or claim by any Governmental Authority, fiscal intermediary or other Person regarding Seller's or Health Partner's participation in a Government Health Program. To Seller's knowledge, neither Seller nor Health Partners has made any request for a payment from any Government Health Program in respect of healthcare services furnished by or directed or prescribed by any physician or other Person who at such time was excluded from participation in such Government Health Program. Health Partners has never participated in or submitted any claim for payment to any Government Health Program.

3.19. Agreements and Commitments. Schedule 3.19 includes a list of those Contracts with respect to the ownership of the Assets and the Health Partners Assets and the operation of the Hospital Businesses which:

(a) require either the payment by Seller or Health Partners in excess of \$50,000 or the provision of goods or the performance of services by Seller or Health Partners having a value in excess of \$50,000, in either case during the period from the date of the Effective Date until (i) if the Contract is terminable without penalty at any time by Seller or Health Partners without cause upon notice of 90 days or less, the date upon which the Contract would terminate if Seller or Health Partners were to give notice of termination on the Effective Date, or (ii) if the Contract is not terminable without penalty at any time by Seller or Health Partners without cause upon notice of 90 days or less, the expiration of the term of the Contract;

(b) are with any of the Hospital's referral sources (as determined by applicable health care laws, rules and regulations), including, without limitation, any physicians on the Hospital's medical staff;

(c) relate to Intellectual Property Assets; or

(d) contain a covenant not to compete or restrictive covenant which is binding upon Seller or Health Partners with respect to any of the Assets or Health Partners Assets.

3.20. The Assumed Contracts. Except as described in schedule 3.20:

(a) the Assumed Contracts constitute lawful, valid and legally binding obligations of Seller and are enforceable in accordance with their terms, except as such enforcement may be limited by (i) any applicable bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent transfer and conveyance laws and other similar laws of general application relating to or affecting the rights and remedies of creditors; or (ii) general principles of equity, whether considered in a proceeding at law or in equity;

(b) each Assumed Contract is in full force and effect and constitutes the entire agreement by and between the parties thereto;

(c) subject to any assignment or consent obligations, the consummation of the transactions contemplated by this agreement will not result in a breach of any term or provision of, or constitute (with or without notice or lapse of time or both) a default under, any Assumed Contract which is binding upon Seller, or to which the Assets or Health

Partners Assets are subject, and, to Seller's knowledge will not give any other party to any Assumed Contract a right to cancel or terminate the same, a right to modify or amend the terms thereof, result in an acceleration of the maturity or performance of any obligation thereunder, prevent Seller from consummating the transactions contemplated by this agreement, or result in the creation of any Encumbrance on any of the Assets or Health Partners Assets; and

(d) in all material respects, all obligations required to be performed under the Assumed Contracts by Seller, and to Seller's knowledge, by any other third party thereto, on or before the Effective Date of this agreement have been performed, and no event has occurred or failed to occur that constitutes, or with the giving of notice, the lapse of time or both would constitute, a material default by Seller under any Assumed Contract.

3.21. Transactions with Affiliates. Except as described in schedule 3.21, to Seller's knowledge, there are no oral or written agreements or transactions between Seller or Health Partners, on the one hand, and (a) any officer, director, member or trustee of Seller or Health Partners, or (b) any Affiliate of any such officer, director, member or trustee, on the other hand, other than payment of compensation for services rendered by its employees in the ordinary course of employment for Seller or Health Partners.

3.22. Employees and Employee Relations.

(a) Seller has delivered to Buyer (i) a list (as of the date set forth therein) of names, positions, current annual salaries or wage rates, and bonus and other compensation arrangements of all full-time and part-time non-physician employees of Seller and Health Partners employed in the operation of the Hospital Businesses, and (ii) a separate list (as of the date set forth therein) of names, positions, current annual salaries or wage rates, and bonus and other compensation arrangements of all full-time and part-time physician employees of Seller and Health Partners (indicating in both lists whether each employee is part-time or full-time, whether such employee is employed under written Contract, and, if such employee is not actively at work, the reason therefor). Schedule 3.22 sets forth the name of each Person whose employment was terminated during the 90-day period ending on the date of this agreement and the reason for such termination.

(b) To Seller's knowledge, no employee strike, work stoppage or slowdown, labor dispute or unfair labor practice at the Hospital Businesses is pending or to Seller's knowledge threatened. Since January 1, 2008, no employees of Seller or Health Partners are represented by, or have made demand for recognition of, a labor union or employee organization, and no other union organizing or collective bargaining activities by or with respect to any employees of Seller or Health Partners are taking place. To the knowledge of Seller, no current employee or independent contractor of Seller or Health Partners has been excluded from participation in any Government Health Program.

(c) Except to the extent accrued in the Financial Statements or otherwise described in schedule 3.22, no present or former employee of the Hospital Businesses has or will have as a result of the consummation of the transactions contemplated by this

agreement any claim against Buyer on the account of or for (i) wages, salary, bonuses or amounts due under any Employee Benefit Plan or Other Plan, (ii) sick pay, severance pay, claim for unlawful discharge, holiday or vacation pay or paid or personal time off, or (iii) overtime pay for any period on or before the Closing Date.

(d) Neither Seller nor Health Partners is a party to, or is currently negotiating, any collective bargaining agreements and other agreements with unions other than those described in schedule 3.22.

(e) To Seller's knowledge, all necessary visa or work authorization petitions have been timely and properly filed on behalf of any employees of Seller and Health Partners requiring a visa stamp, I-9 status document, employment authorization document, or any other immigration document to legally work in the United States. Seller and Health Partners have met all paperwork retention requirements with respect to such applications and petitions. To Seller's knowledge, no employees of Seller or Health Partners have ever worked at Seller or Health Partners without employment authorization from the Department of Homeland Security or any other government agency that must authorize such employment and any employment of foreign nationals by Seller and Health Partners has complied with applicable immigration laws. To Seller's knowledge, I-9 Forms have been timely and properly completed for all employees of Seller and Health Partners hired since the effective date of the Immigration Reform and Control Act of 1986. To Seller's knowledge, Seller and Health Partners have lawfully retained and re-verified all I-9 Forms. There are no claims, lawsuits, actions, arbitrations, administrative or other proceedings, governmental investigations or inquiries pending or, to Seller's knowledge, threatened against Seller or Health Partners relating to their compliance with local, state or federal immigration regulations, including, but not limited to, compliance with any immigration laws. Neither Seller nor Health Partners has received any letters from the Social Security Administration ("SSA") regarding the failure of an employee's Social Security number to match his or her name in the SSA database. Neither Seller nor Health Partners has received any letters or other correspondence from the Department of Homeland Security or other agencies regarding the employment authorization of any of Seller's or Health Partners' employees. To Seller's knowledge, if Seller or Health Partners operates in a state or has contracts with a state or Federal agency that requires or provides a safe harbor if an employer participates in the Department of Homeland Security's e-Verify electronic employment verification system, Seller and Health Partners has been participating in e-Verify for the entire period such participation has been required or available as a safe harbor or as long as Seller and Health Partners have been operating in such state or contracting with such agency.

### 3.23. Employee Benefit Plans.

(a) Schedule 3.23 lists each Employee Benefit Plan and Other Plan that Seller or any member of the Controlled Group that includes Seller maintains or ever has maintained or to which it contributes (including employee elective deferrals), ever has contributed or ever has been required to contribute.

(b) Each retirement plan listed in schedule 3.23 is a "church plan" within the meaning of section 414(e) of the Code and section 3(33) of Title I of ERISA, and therefore are excluded from the requirements of Title I of ERISA. Except as otherwise indicated in schedule 3.23, Seller's pension plans are frozen. As of January 1, 2010, Seller's pension plans were each underfunded by approximately the amounts set forth in schedule 3.23 for benefits earned prior to the date the plans were frozen.

(c) Each Employee Benefit Plan (and related trust, insurance contract or fund) complies in form and in operation in all material respects with applicable Legal Requirements, and has been administered and operated in all material respects in accordance with the terms of the plan and applicable Legal Requirements. All required reports and descriptions (including form 5500 annual reports, summary annual reports, PBGC-1's and summary plan descriptions) have been filed or distributed appropriately with respect to each Employee Benefit Plan. Seller has delivered to Buyer copies of the plan documents and summary plan descriptions, most recent determination letters received from the Internal Revenue Service, most recent form 5500 annual report, and all related trust, insurance and funding Contracts that implement each Employee Benefit Plan. Since January 1, 1993, to Seller's knowledge, no Governmental Authority has audited any Employee Benefit Plan and neither Seller nor Health Partners has received any notice that such an audit will or may be conducted.

(d) Each Employee Pension Benefit Plan meets the requirements of a qualified plan under section 401(a) of the Code, a tax sheltered annuity plan under section 403(b) of the Code, or a qualified employee pension plan under section 408 of the Code, and each qualified plan has received a favorable determination letter from the Internal Revenue Service reflecting compliance at least through the requirements imposed by the Tax Reform Act of 1986. All contributions (including employer contributions and employee salary reduction contributions) to each Employee Pension Benefit Plan that are required to be paid have been paid, and all contributions by Seller and Health Partners in respect of periods ending the day before the Closing Date will be accrued on the Closing Balance Sheets.

(e) The requirements of part 6 of subtitle B of Title I of ERISA and of section 4980B of the Code have been met with respect to each Employee Welfare Benefit Plan, and all premiums or other payments required to have been made for all periods ending on or before the Closing Date have been paid with respect to each Employee Welfare Benefit Plan.

(f) To Seller's knowledge, there have been no Prohibited Transactions with respect to any Employee Benefit Plan that would subject Seller or any member of the Controlled Group that includes Seller to any liability. To Seller's knowledge, no ERISA Fiduciary has any material liability for breach of fiduciary duty or any other failure to act or comply in connection with the administration or investment of the assets of any Employee Benefit Plan. No Proceeding with respect to the administration or the investment of the assets of any Employee Benefit Plan (other than routine claims for benefits) is pending or to Seller's knowledge threatened and to Seller's knowledge there exists no basis for any

such Proceeding. To Seller's knowledge, no Party in Interest has any interest in any assets of any Employee Benefit Pension Plan other than as a beneficiary by virtue of such Person's participation in the plan.

(g) No Employee Benefit Plan that is an Employee Pension Benefit Plan has been completely or partially terminated or the subject of a Reportable Event and no Proceeding by the PBGC to terminate any Employee Pension Benefit Plan has been instituted or to Seller's knowledge threatened. Neither Seller nor Health Partners has incurred, and to Seller's knowledge neither Seller nor Health Partners will incur, any material liability to the PBGC (other than PBGC premium payments) or otherwise under Title IV of ERISA (including any withdrawal liability) or under the Code with respect to any Employee Pension Benefit Plan.

(h) Neither Seller, nor any member of the Controlled Group that includes Seller, contributes to, ever has contributed to, or ever has been required to contribute to any Multiple Employer Plan or any Multiemployer Plan or has any liability (including withdrawal liability) under any Multiple Employer Plan or any Multiemployer Plan. Neither Seller, nor any member of the Controlled Group that includes Seller, maintains or contributes, ever has maintained or contributed, or ever has been required to maintain or contribute to any Employee Welfare Benefit Plan providing medical, health or life insurance or other welfare-type benefits for current or future retired or terminated employees, their spouses or their dependents (other than in accordance with section 4980B of the Code).

(i) Other than Seller's Employee Pension Benefit Plan, no Employee Benefit Plan is a "defined benefit plan" within the meaning of section 3(35) of ERISA.

3.24. Proceedings and Claims. Schedule 3.24 contains a list and summary description of each Proceeding and claim (including *qui tam* Proceedings and claims) pending, affecting or to Seller's knowledge threatened against Seller or Health Partners (together with the reserve amount, if any, included in the Financial Statements for each uninsured Proceeding or claim). Except as set forth on schedule 3.24, all such Proceedings are or will be fully insured (except for applicable deductibles or self-insurance retentions, and except in respect of any *qui tam* Proceedings and claims) and no carrier has issued a "reservation of rights" letter or otherwise denied its obligation to insure and defend against covered Losses arising therefrom. None of the Proceedings described in schedule 3.24, if determined adverse to Seller or Health Partners could reasonably be expected to result, individually or in the aggregate, in a Material Adverse Change. To Seller's knowledge, no facts or circumstances exist that might form the basis of any Proceeding or claim resulting in a Material Adverse Change not described in schedule 3.24.

### 3.25. Taxes.

(a) Seller and Health Partners have filed all Tax Returns required to be filed by or on behalf of such Persons, all such Tax Returns are complete and accurate in all material respects, except where the failure to file, or any omission or misfiling, would not result in a Material Adverse Change, and Seller and Health Partners have duly paid or made provision

in the Financial Statements for the payment of all Taxes. Schedule 3.25 lists all federal, state, local and foreign income Tax Returns filed with respect to Seller and Health Partners for the last three complete fiscal years and for the current year-to-date, and indicates those Tax Returns that have been audited and those that currently are the subject of audit or that have not been audited. Seller has complied with all material requirements of the Internal Revenue Service with respect to tax-exempt entities and it has received favorable letters of determination from the Internal Revenue Service and the State of Illinois regarding such Tax status or is covered by a group exemption letter issued to the Roman Catholic Church.

(b) To Seller's knowledge, each of Seller and Health Partners has withheld proper amounts from its employees' compensation in compliance with all withholding and similar provisions of the Code and any and all other applicable Legal Requirements, and has withheld and paid, or caused to be withheld and paid, all Taxes on monies paid by it to independent contractors, creditors and other Persons for which withholding or payment is required by law.

(c) To Seller's knowledge, no Governmental Authority intends to assess any additional Taxes for any period for which Tax Returns have been filed. No Governmental Authority has disputed any Tax liability of Seller or Health Partners. No claim has ever been made by a Governmental Authority in a jurisdiction where Seller does not file Tax Returns that it is or may be subject to Tax in that jurisdiction and no Encumbrances have arisen in connection with any failure (or alleged failure) to pay any Tax.

(d) No waiver of a statute of limitations in respect of Taxes or agreement to extend the time with respect to a Tax assessment or deficiency is currently in effect.

(e) Seller is not a party to any Tax allocation or sharing Contract. Seller is not and has never been a member of an Affiliated Group filing a consolidated federal income Tax Return.

(f) Seller has no liability for the Taxes of any Person as a transferee or successor, by Contract or otherwise.

3.26. Medical Staff. Physician Relations. Seller has delivered to Buyer copies of the bylaws, policies, rules and regulations of the Hospital's medical staff and medical executive committee. Seller has also delivered to Buyer a list setting forth (a) the name and age of each member of the Hospital's medical staff (active, associate, consulting, courtesy or other), (b) the degree (M.D., D.O., etc), title, specialty and board certification, if any, of each medical staff member, (c) the names of medical staff members (current and former) in respect of whom Seller or Health Partners has made a report to the National Practitioners Data Bank during the last three years, and (d) the number of current medical staff members in respect of whom any committee of the medical staff has recommended adverse action that is not yet final. No corrective action proceeding against medical staff members or applicants or allied health professionals are pending or to Seller's knowledge threatened and all appeal periods in respect of any medical staff member or applicant against whom an adverse action has been taken have expired. To Seller's knowledge, no current

member of the Hospital's medical staff has been excluded from participation in any Government Health Program.

3.27. Special Funds. Except as set forth on schedule 3.27, none of the Assets are subject to any liability in respect of funds received by any Person for the purchase, improvement or use of any of the Assets or the conduct of the Hospital Businesses under restricted or conditioned grants or donations, including monies received under the Hill-Burton Act.

3.28. Brokers and Finders. Neither Seller nor any officer, trustee, member, director, employee or agent of Seller has engaged any finder or broker in connection with the transactions contemplated hereunder.

3.29. Solvency. Seller, after Closing as a result of the transactions contemplated by this agreement, will not be rendered insolvent or otherwise unable to pay its debts as they become due. Neither Seller nor Health Partners has any current intention of filing a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or any portion of the Hospital Businesses and, to Seller's knowledge, no other Person has filed or threatened to file such a petition against Seller or Health Partners.

3.30. Operation of the Hospital Businesses. The Assets and the Health Partners Assets (together with the Excluded Assets) constitute all assets, properties, goodwill and businesses necessary to operate the Hospital Businesses in all material respects in the manner in which they have been operated since June 30, 2010. Schedule 3.30 sets forth a list of the ten largest non-governmental payors of the Hospital Businesses, determined on the basis of net revenues from services provided for the fiscal year ended June 30, 2010. No non-governmental payor has terminated or materially curtailed its business relationship with or materially reduced reimbursement rates to the Hospital Businesses and neither Seller nor Health Partners has received any written notice to the effect that any such non-governmental payor intends to terminate or materially curtail its business relationship with or materially reduce reimbursement to the Hospital Businesses. No Affiliates of Seller other than Health Partners owns any of the assets or properties used in the operation of the Hospital Businesses. Seller and Health Partners do not engage in any businesses other than the Hospital Businesses.

3.31. Facility Locations. Schedule 3.31 sets forth a list of all locations at which Seller and Health Partners conduct the Hospital Businesses and a description of the business conducted at each such location. Seller and Health Partners do not own any assets or properties located outside the State of Illinois directly related to the Hospital Businesses, other than investments in publicly-traded securities.

3.32. Capitalization of Health Partners.

(a) The authorized capital stock of Health Partners consists of 1,000 shares of common stock, of which 100 are issued and outstanding. All of such issued and outstanding shares have been duly authorized and validly issued, are fully paid and nonassessable, and are owned beneficially and of record by Seller.

(b) Health Partners has not granted any, and there are no, outstanding options, warrants, rights or other securities convertible into or exchangeable or exercisable for shares of its capital stock, any other commitments or agreements providing for the issuance of additional shares, the sale of treasury shares, or for the repurchase or redemption of shares of its common stock, and there are no agreements of any kind which may obligate Health Partners to issue, purchase, redeem or otherwise acquire any of its capital stock.

(c) The sale and delivery of the shares of Health Partners common stock as contemplated by this agreement are not subject to any preemptive right, right of first refusal, or other right or restriction (other than restrictions on transferability under applicable law). Upon the delivery of such shares, Buyer will acquire record and beneficial ownership of each of the shares, free and clear of any Encumbrances and will be entitled to all the rights of a holder of such shares.

3.33. Full Disclosure. The representations of Seller in this article, together with the schedules and other documents described in this article as having been delivered or made available to Buyer, do not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the representations made in this article not misleading.

#### 4. REPRESENTATIONS OF BUYER AND VANGUARD

Buyer and Vanguard make the following representations to Seller on and as of the Effective Date of this agreement and will be deemed to make them again at and as of the Closing Date:

4.01. Organization. Buyer is a corporation duly organized and validly existing in good standing under the laws of the State of Delaware and is or by Closing will be qualified to do business in the State of Illinois. Vanguard is a corporation duly organized and validly existing in good standing under the laws of the State of Delaware.

4.02. Corporate Powers; Consents; Absence of Conflicts, Etc. Each of Buyer and Vanguard has the requisite power and authority to conduct its business as now being conducted, to enter into this agreement, and to perform its obligations hereunder. The execution, delivery and performance by Buyer and Vanguard of this agreement and the Closing Documents and the consummation of the transactions contemplated by this agreement:

(a) are within its corporate powers, are not in contravention of its articles or certificates of incorporation and bylaws, and have been approved or will be prior to Closing, duly authorized by all required corporate and shareholder action;

(b) do not violate any Legal Requirement to which it is be subject; and

(c) do not conflict with or result in a material breach or violation of any material agreement to which it is a party or by which it is bound.

4.03. Binding Agreement. This agreement and each of the Closing Documents to which Buyer or Vanguard is or becomes a party are (or upon execution will be) valid and legally binding obligations of Buyer and Vanguard, respectively, enforceable against it in accordance with the terms

hereof and thereof, except as enforceability may be restricted, limited or delayed by applicable bankruptcy or other laws affecting creditors' rights generally and except as enforceability may be subject to general principles of equity.

4.04. Brokers and Finders. Neither Buyer, nor any Affiliate of Buyer (including Vanguard), nor any officer, director, employee or agent of Buyer, has engaged any finder or broker in connection with the transactions contemplated hereunder.

4.05. Solvency. Neither Buyer nor Vanguard is, or after Closing as a result of the transactions contemplated by this agreement will be rendered, insolvent or otherwise unable to pay its debts as they become due. Neither of Buyer nor Vanguard has any intention of filing a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or any portion of its property and, to Buyer's knowledge, no other Person has filed or threatened to file such a petition against Buyer or Vanguard.

4.06. Representations of Seller. Notwithstanding anything elsewhere contained in this agreement, Buyer acknowledges it is the explicit intent of the parties to this agreement that, except as set forth in article 3, Seller is not making any representation or warranty whatsoever, express or implied, including, without limitation, any implied warranty or representation as to condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the Assets. Buyer shall, notwithstanding any due diligence conducted by Buyer, have the absolute and unconditional right to rely upon the representations and warranties of Seller set forth in article 3. Without limiting the generality of the foregoing, it is understood that any cost estimates, financial or other projections or other predictions, as well as any information, documents or other materials (including any such materials reviewed by Buyer) or management presentations that have been or shall hereafter be provided to Buyer are not and will not be deemed to be representations or warranties of Seller except as may be expressly set forth in this agreement, and no representation or warranty is made as to the accuracy or completeness of any of the foregoing, except as may be expressly set forth in this agreement. Except as otherwise expressly set forth in article 3 hereof, Buyer understands and agrees that the Assets consisting of Real Property, the Personal Property and the Inventory transferred to Buyer will be sold by Seller and purchased by Buyer in their physical condition at the Effective Date, "AS IS, WHERE IS AND WITH ALL FAULTS AND NONCOMPLIANCE WITH LAWS" WITH NO WARRANTY OF HABITABILITY OR FITNESS FOR HABITATION, with respect to the Real Property, land, buildings and improvements, and WITH NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, with respect to the physical condition of the Personal Property and Inventory, any and all of which warranties (both express and implied) Seller hereby disclaims. All of the foregoing real and personal property shall be further subject to normal wear and tear on the land, buildings, improvements and equipment and normal and customary use of the inventory and supplies in the ordinary course of business up to the Effective Date.

4.07. Legal Proceedings. As of the Effective Date, there are no Proceedings pending or, to the best knowledge of Buyer, threatened relating to or affecting Buyer or any Affiliate of Buyer before any court or governmental body (whether judicial, executive or administrative) in which an adverse determination would materially adversely affect the ability of Buyer to consummate the transactions contemplated hereby. Neither Buyer nor any Affiliate of Buyer is subject to any

judgment, order, decree or other governmental restriction specifically (as distinct from generically) applicable to Buyer or any Affiliate of Buyer which materially adversely affects the ability of Buyer to consummate the transactions contemplated hereby.

4.08. Ability to Perform. Buyer has the ability to obtain funds in cash in amounts equal to the Purchase Price by means of credit facilities or otherwise and will at the Closing have immediately available funds in cash, which are sufficient to pay the Purchase Price and to pay any other amounts payable to Seller at Closing pursuant to this agreement.

4.09. Securities Disclosure. Buyer confirms that Health Partners has made available to Buyer and Buyer's agents the opportunity to ask questions of Health Partners as well as access to the documents, information and records of Health Partners and to acquire additional information about the business and financial condition of Health Partners and Buyer confirms that it has made an independent investigation, analysis and evaluation of Health Partners and its properties, assets, business, financial condition, documents, information and records. Buyer is acquiring the equity interest in Health Partners for investment and not with a view toward or for sale in connection with any distribution thereof, or with any present intention of distributing or selling. Buyer understands and agrees that the equity interest in Health Partners may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of without registration under the Securities Act of 1933 Act, as amended, except pursuant to an exemption from such registration available under such Act, and without compliance with state, local and foreign securities laws, in each case, to the extent applicable.

4.10. Full Disclosure. The representations of Buyer in this article do not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the representations made in this article not misleading.

## 5. COVENANTS OF THE PARTIES

5.01. Operations. Until the Closing Date and except as otherwise expressly provided in this agreement or agreed to in writing by Buyer, Seller and Health Partners will:

(a) carry on the Hospital Businesses in substantially the same manner as they have heretofore and not make any material change in personnel, operations, finances, accounting policies, or real or personal property of the Hospital Businesses;

(b) maintain the Assets and Health Partners Assets in as good working order and condition as at present, ordinary wear and tear excepted and make all planned and budgeted capital expenditures related to the Assets, Health Partners Assets and/or the Hospital Businesses;

(c) perform when due all Legal Requirements and material obligations under Contracts;

(d) take all actions necessary and appropriate to deliver to Buyer title to the Assets free and clear of all Encumbrances (except for the Permitted Encumbrances) and to

use commercially reasonable efforts to obtain appropriate consents, certificates and other instruments or documents as Buyer may reasonably request;

(e) keep in full force and effect present insurance policies or other comparable insurance benefiting the Assets, the Health Partners Assets and the conduct of the Hospital Businesses and maintain sufficient liquid reserves reasonably estimated by Seller to be sufficient to meet all deductible, self-insurance and copayment requirements of such policies;

(f) maintain and preserve their business organizations and operations intact and to use commercially reasonable efforts to retain the present employees at the Hospital Businesses (subject to the right of Seller and Health Partners to discharge any employee in the ordinary course of the Hospital Businesses), maintain their relationships with physicians, suppliers, patients and other Persons doing business with the Hospital Businesses, and take such actions as are reasonably necessary and achievable to support the smooth, efficient and successful transition to Buyer of the Hospital Businesses at Closing;

(g) permit and allow reasonable access by Buyer during normal working hours (i) to discuss and make offers of post-Closing employment with any personnel working at any of the Hospital Businesses, (ii) to advertise for post-Closing employment at the Hospital Businesses, and (iii) to establish relationships with physicians, payors and other Persons having business relations with Seller and Health Partners in respect of the Hospital Businesses; provided, however, that Buyer's right of access and inspection shall be exercised in such a manner as to not interfere unreasonably with the operations of the Hospital Businesses. Such access may include consultations with Seller's personnel and consultations and/or contact with physicians on the medical staff of the Hospital Businesses. All such access and inspection shall be coordinated with Seller's representative, Wayne Lerner, or his designee.

5.02. Negative Covenants. Until the Closing Date and except as otherwise expressly provided in this agreement or agreed to by Buyer, Seller will not and will not permit Health Partners to:

(a) amend, terminate or renew any Assumed Contract except in the ordinary course of the Hospital Businesses consistent with past practices;

(b) make offers to any employees of the Hospital Businesses for employment with any Person after Closing;

(c) increase compensation payable or to become payable to, make a bonus or severance payment to, or otherwise enter into one or more bonus or severance Contracts with, any employee of any of the Hospital Businesses except in the ordinary course of the Hospital Businesses consistent with past practices in relation to Seller's personnel or as required by the terms of any Contract;

(d) create, assume or permit to exist any new Encumbrance upon any of the Assets or Health Partners Assets other than in the ordinary course of the Hospital Businesses consistent with past practices;

(e) sell, distribute or otherwise transfer or dispose of any item of property, plant or equipment having an original cost in excess of \$1,000 except in the ordinary course of the Hospital Businesses consistent with past practices with comparable replacement thereof;

(f) enter into any binding agreement to purchase or otherwise acquire, directly or indirectly (whether by merger or otherwise), any assets or businesses having a value, individually or in the aggregate, in excess of \$25,000, which assets have not been delivered to Seller or Health Partners, as applicable, prior to the Closing Date;

(g) take any action outside the ordinary course of the Hospital Businesses;

(h) cancel, forgive, release, discharge or waive any Person's obligation to pay or to perform obligations in respect of Accounts Receivable, other Assets, or Health Partners Assets or agree to do any of the foregoing, except in the ordinary course of the Hospital Businesses consistent with past practices;

(i) sell or factor any Accounts Receivable;

(j) change any accounting method, policy or practice except as required by Legal Requirements or reduce any reserves in the Financial Statements; provided, that Net Working Capital and the Purchase Price shall be determined without regard to these changes;

(k) change any business office practice with respect to the collection of receivables or the payment of payables;

(l) terminate, amend or otherwise modify any Employee Benefit Plan or Other Plan, except for amendments required to comply with this agreement or applicable Legal Requirements;

(m) amend or agree to amend the articles or certificate of incorporation or bylaws of Seller or Health Partners, or otherwise take any action relating to any liquidation or dissolution of Seller or Health Partners, except as required by Legal Requirements; or

(n) agree to do any of the foregoing, except in the ordinary course of the Hospital Businesses consistent with past practices.

### 5.03. Employee Matters.

(a) Subject to the exclusions set forth in this section, including the terms of section 5.03(h) and in reliance upon the representations of Seller in sections 3.22 and 3.23, Buyer will offer, or cause its Affiliates to offer, to employ as of the Closing Date all active

employees of Seller working at the Hospital Businesses immediately before Closing (subject to Buyer's confirmation that Seller has conducted appropriate employee background checks and pre-employment screenings) on substantially the same terms and conditions with respect to base salaries or wages, job duties, titles and responsibilities that are applicable to such employees immediately before Closing, for an initial employment period of at least ninety (90) days after Closing, provided that Buyer shall have the right to terminate any employee for cause at any time. Buyer shall provide Seller with written notice of Buyer's determination as to whether Seller has conducted appropriate employee background checks and pre-employment screenings no later than sixty days after the Effective Date. If Buyer determines that Seller has not conducted appropriate employee background checks and pre-employment screenings, then Buyer shall conduct such background checks and pre-employment screenings and Buyer's obligations in the first sentence of this section 5.03(a) shall remain in effect with respect to those employees who pass Buyer's background checks and pre-employment screenings. Except as provided in section 5.03(b), and subject to any Legal Requirements, Buyer will offer the Hired Employees Employee Benefit Plans equal or similar to the Employee Benefit Plans offered as of the Closing Date by Vanguard's other hospitals in Chicago, Illinois.

(b) Effective as of the Closing, Buyer will assume sponsorship of and maintain in all respects (including making any required contributions) Seller's Employee Benefit Pension Plan and shall take all action, at Buyer's expense, necessary to convert Seller's Employee Benefit Pension Plan to a plan qualified under ERISA; provided, that nothing contained in this section or elsewhere in this agreement shall be deemed to limit or otherwise affect in any manner the right of Buyer to make changes after Closing to the terms and conditions of Seller's Employee Benefit Pension Plan offered to the Hired Employees and assumed under this Agreement, or to terminate such plan, provided such changes are effected in accordance with applicable law and the terms of such Seller Employee Benefit Pension Plan. Seller shall take all actions necessary to freeze the salary increase provisions of its Employee Benefit Pension Plan prior to the Closing. Buyer shall also assume Seller's liability for payment of the cost of Seller's Post-Retirement Health and Life Insurance Benefits listed as item 13 on schedule 3.23 and the payment of the employer's portion of any and all taxes due from the employer with respect to such item.

(c) Subject to the terms of section 5.03(a) and 5.03(i), nothing in this section or elsewhere in this agreement shall be deemed to limit or otherwise affect in any manner the right of Buyer or any Affiliate of Buyer to terminate at will the employment of any Hired Employee or to change individual features or plans in the employment compensation and benefits package of the Hired Employees.

(d) Buyer shall give all Hired Employees full credit for paid time off pay to the extent included in Net Working Capital. In its sole discretion, Buyer shall either (i) credit such employees the time off reflected in the employment records of Seller and Health Partners immediately prior to the Effective Time or (ii) make full payments to such employees of the amounts which such employees would have received had they taken such paid time off.

(e) With respect to the Hired Employees and their eligible dependents, Buyer will waive any "pre-existing condition" exclusions in Buyer's Employee Welfare Benefit Plans, subject to the pre-existing condition limitations in Seller's Employee Welfare Benefit Plans as of the Closing Date. Buyer will give all Hired Employees credit for their vacation and holiday accruals to the extent included among the Assumed Liabilities. Buyer shall give all Hired Employees credit after Closing for their years of service with Seller and Health Partners for the purpose of determining how much vacation, holiday and sick pay the Hired Employees are entitled to under Buyer's Employee Welfare Benefit Plans. Buyer will not assume or otherwise become liable for (i) Seller's Employee Welfare Plans, (ii) obligations of Seller under the Consolidated Omnibus Budget Reconciliation Act, (iii) long-term disability payments to any former employee of Seller who does not actively work for Buyer after Closing, or (iv) except as set forth in section 5.03(b), other obligations to former or currently retired employees. In addition, if prior to the Effective Time a Hired Employee or his or her covered dependents paid any amounts towards a deductible or out-of-pocket maximum in Seller's medical and health plan's current fiscal year, such amounts shall be applied toward satisfaction of the deductible or out-of-pocket maximum in the current fiscal year of Buyer's medical and health plan that covers Hired Employees on and after the Effective Time.

(f) Within six months after Closing, Buyer shall cause Buyer's Employee Benefit Plans to (i) be amended to provide for a plan-to-plan transfer from Seller's plans that are qualified under section 403(b) of the Code, (ii) accept a transfer of vested and unvested assets from Seller's plans, (iii) file any required returns relating to the transfer with the Internal Revenue Service, and (iv) be amended to provide protected withdrawal and distribution rights relating to the transferred assets in accordance with section 411(d)(6) of the Code. Upon completion of the above steps, Seller shall cause the administrator of Seller's plans to cooperate with Buyer in conducting the plan-to-plan transfer of the above assets with respect to the Hired Employees.

(g) At Closing, Seller shall deliver to Buyer a list as of Closing setting forth the names of all employees of the Hospital Businesses whose employment was terminated during the 90-day period ending on the Closing Date.

(h) Buyer agrees that following the Closing Date it will offer continuation of health coverage, pursuant to related provisions of COBRA, to certain individuals related to Seller who are "M&A qualified beneficiaries" within the meaning of 26 CFR §54.4980B-9, Q&A-4, with respect to the sale of the Assets. Buyer further agrees to pay, a portion of the COBRA continuation premiums on behalf of those M&A qualified beneficiaries who (i) are offered employment by Buyer and have accepted such offer of employment and (ii) have properly elected COBRA continuation coverage. Such payments by Buyer will be in the amount necessary to place the affected individuals in a substantially similar economic position as former employees of Buyer's Affiliates based in metropolitan Chicago who have elected COBRA continuation coverage.

(i) This section 5.03 shall not apply to employees employed by Seller under written Contracts (provided, that retention and severance agreements do not constitute employment Contracts for purposes of this section 5.03(i)). Employment of such employees will be governed by the terms and conditions of the Assumed Contracts, if any, relating to such employees; provided, that such employees shall also receive the benefit of section 5.03(e).

(j) Buyer has no present intention of ordering a "mass layoff" or "plant closing" as defined in the WARN Act within sixty (60) days after the Closing Date.

5.04. Access to and Provision of Additional Information.

(a) Until the Closing Date, Seller and Health Partners shall (i) give Buyer access to and the right to inspect the Assets, Health Partners Assets, books and records relating to the Hospital Businesses, (ii) give Buyer access to Seller's and Health Partners' employees and medical staff members providing services at or for the Hospital Businesses, and (iii) give Buyer such additional financial, operating and other data and information (including auditors' work papers in the possession of Seller) regarding the Hospital Businesses as Buyer may reasonably request *provided, however*, that Seller is not obligated to disclose information which is subject to attorney/client privilege or attorney work-product privilege, that all disclosures of information shall be consistent with the confidentiality and any other non-disclosure agreements entered into (or to be entered into), if any, between Buyer and Seller. Buyer's foregoing right of access and inspection shall be exercised in such a manner as not to interfere unreasonably with the operations of the Hospital Businesses and shall be coordinated with Seller's representative, Wayne Lerner, or his designee.

(b) Seller will deliver to Buyer copies of:

(i) within 20 calendar days after the end of each calendar month before the Closing Date, the unaudited combined balance sheets and the related unaudited operating statements and statements of cash flows of the Hospital Businesses for each such month then ended and for the fiscal year-to-date then ended;

(ii) within five business days following receipt from McGladrey & Pullen, L.L.P, the audited financial statements for the year ended June 30, 2010; and

(iii) any other financial or operating statements, and management reports and analyses relating to the Hospital Businesses prepared by Seller, Health Partners or an outside third party.

(c) To the extent consistent with applicable antitrust laws, until the Closing Date, Seller shall confer regularly and frequently with Buyer and answer Buyer's questions regarding matters relating to the conduct of the Hospital Businesses and the status of transactions contemplated by this agreement. Seller shall notify Buyer of any material changes in the operations, financial condition or prospects of the Hospital and of any Proceedings (or communications indicating that the same may be contemplated) related to

the Hospital Businesses and shall keep Buyer reasonably informed of the status of such matters.

5.05. Post-Closing Maintenance of and Access to Information.

(a) After Closing each party may need access to books, records, documents or other information in the control or possession of the other parties for the purposes of concluding the transactions contemplated by this agreement, preparing Tax Returns or conducting Tax audits, obtaining insurance, complying with Government Health Programs and other Legal Requirements, and prosecuting or defending third party claims. Accordingly, each party shall keep and maintain in the ordinary course of business all books, records (including patient medical records), documents and other information in the possession or control of such party in accordance with all applicable Legal Requirements and record retention policies. In addition, to facilitate the foregoing purposes, each party shall also make such books, records, documents and other information available for inspection and copying during normal business hours upon the request and at the expense of the other parties, including reimbursement of any reasonable fees, wages, costs or expenses incurred by such party or any of its employees in connection therewith.

(b) After Closing, upon Buyer's receipt of appropriate consents and authorizations, Seller may remove from the Hospital Businesses, at Seller's sole risk and expense, any patient or other records that relate to events or periods before Closing (and the liability for which is among the Excluded Liabilities) for purposes of pending Proceedings involving matters to which such records refer, as certified in writing before removal by counsel retained by Seller in connection with such Proceedings. Seller shall promptly return any records so removed from the Hospital Businesses to Buyer following their use.

(c) After Closing, each party shall cooperate with, and shall permit and use good faith efforts to cause its former and present directors, members, officers, employees and agents to cooperate with, the other parties on and after Closing in furnishing information, evidence, testimony and other assistance in connection with any Proceeding or claim with respect to the ownership of the Assets and Health Partners Assets and the conduct of the Hospital Businesses by such other parties.

(d) The exercise by any party of the rights granted in this section shall not unreasonably interfere with the conduct of business of the other parties and nothing in this section requires any party to maintain or release to any other Persons any medical or other records in contravention with applicable Legal Requirements and record retention policies.

5.06. Governmental Authority Approvals; Consents to Assignment.

(a) Until the Closing Date, Seller and Buyer shall (i) promptly apply for and use good faith efforts to obtain before Closing all Governmental Permits required of them to consummate the transactions contemplated by this agreement, including (A) the expression of a no objection position by the Illinois Attorney General regarding the purchase and sale of the Hospital Businesses by Buyer and Seller; (B) a certificate of exemption or certificate

of need, as applicable, from the Illinois Health Facilities and Services Review Board; and (C) approval of the Illinois Department of Public Health, (ii) provide such information and communications to Governmental Authorities as the other party or such Governmental Authorities may reasonably request, and (iii) assist and cooperate with the other parties to obtain all Governmental Permits that the other parties deem necessary or appropriate, and to prepare any document or other information reasonably required of them by any such Governmental Authorities to consummate the transactions contemplated by this agreement, *provided* that no party may be required (x) to pay any sum to Governmental Authorities other than filing fees or past due amounts, or (y) to agree to divest assets or limit the conduct of its businesses.

(b) Until the Closing Date, each of the parties shall file, if and to the extent required by law, all reports and other documents required or requested by Governmental Authorities under the HSR Act concerning the transactions contemplated by this agreement, and shall promptly comply with any requests by the Governmental Authorities for additional information concerning such transactions, so that the waiting period specified in the HSR Act will expire as soon as reasonably possible. Each of the parties shall furnish to the other parties such information as the other parties reasonably require to comply with their obligations under the HSR Act and shall exchange drafts of the relevant portions of each other's report forms before filing. Each of the parties shall reasonably cooperate with each other in connection with resolving any investigation or other regulatory inquiry under the HSR Act concerning the transactions contemplated by this agreement commenced by any Governmental Authority.

(c) Seller will seek necessary approvals to cause the Assets, for purposes of canon and civil law, to be alienated from the Roman Catholic Church.

(d) Seller shall promptly apply for and use good faith efforts to obtain before Closing all consents required to assign the Assumed Contracts to Buyer at Closing.

(e) Seller shall promptly apply for and use good faith efforts to obtain before Closing estoppel certificates from only those lessors of Leased Real Property described in section 7.07(b), in forms acceptable to Buyer.

(f) In order to obtain one or more of the consents and approvals described in this section, Buyer may be required by applicable Legal Requirements or practical necessity to enter into a Contract that supersedes or replaces an existing Contract with Seller or Health Partners. Such new Contract may require Buyer to assume for the benefit of such Person certain obligations and liabilities that are Excluded Liabilities or against which Seller is to indemnify or otherwise reimburse Buyer. Alternatively, Buyer may be required by applicable Legal Requirements to assume, or may be deemed as a matter of law to have assumed, obligations and liabilities that are Excluded Liabilities. If Buyer enters into a replacement Contract or assumes such obligations or liabilities of Seller and Health Partners, then -- as between Seller and Buyer -- such Contract or assumption will not impair the contractual rights and remedies provided in this agreement in respect of such Contract, liabilities or obligations, including Buyer's rights to indemnification against Seller, or

otherwise diminish Seller's obligations to Buyer under this agreement and will under no circumstances be claimed by Seller as a defense (whether of waiver, estoppel, consent, operation of law, or otherwise) against Buyer's assertion of any claim under this agreement against Seller, and the rights and obligations of the parties to each other under this agreement will be determined as if such replacement Contract did not exist or such assumption was not required.

5.07. No-Shop Clause. Until termination of this agreement, Seller shall not, and shall not permit any Affiliate of Seller or any other Person acting for or on behalf of Seller or any Affiliate of Seller to, without the prior written consent of Buyer: (a) offer for sale, lease or other disposition of the Assets or the Health Partners Assets, or any portion thereof (whether by virtue of an asset sale transaction, a lease transaction, affiliation transaction, or a change of control, change of membership, change of sponsorship, merger, consolidation or other combination transaction with respect to any legal entity of Seller which owns an interest in any of the Hospital Businesses or any of the Assets or the Health Partners Assets, except as permitted by Section 5.01 or Section 5.02 (collectively, a "Prohibited Transaction")), or negotiate in respect of an unsolicited offer therefore, (b) solicit offers to acquire the Assets or the Health Partners Assets, or any portion thereof, in a Prohibited Transaction or (c) furnish or permit or cause to be furnished any information to any Person that Seller knows or has reason to believe is in the process of considering a Prohibited Transaction. If Seller, any Affiliate of Seller, or any Person acting for or on behalf of any of the foregoing, receives from any Person (other than Buyer or its representatives) any offer, inquiry or informational request referred to above, Seller will promptly (x) advise such Person, by written notice, of this section, (y) advise Buyer of such offer, inquiry or request, and (z) deliver to Buyer a copy of such notice and copies of all documents that constitute, relate or refer to any and all responses to such offer, inquiry or request.

5.08. Noncompetition.

(a) For a period of five years from and after the Closing Date, Seller shall not, and shall cause its Affiliates to not, directly or indirectly:

(i) own, lease, manage, operate, control, participate in the management or control of, be employed by, or maintain or continue any interest whatsoever in any enterprise engaged in the business of providing healthcare goods or services, including hospitals and outpatient surgery or diagnostic facilities, within a five-mile radius of the Hospital; or

(ii) employ or solicit the employment of any Hired Employee unless (X) such employee resigns voluntarily (without any solicitation from Seller, any of its Affiliates or any Person acting of behalf of Seller or any of its Affiliates), (Y) Buyer consents in writing to such employment or solicitation, or (Z) such employee is terminated by Buyer after the Closing Date; or

(iii) induce, cause or attempt to induce or cause any Person (including any physician employee or medical staff member) to replace or terminate any Contract for

the provision or arrangement of health care services from the Hospital Businesses with products or services of any other Person after the Closing Date.

(b) Notwithstanding the foregoing, Seller may continue to provide financial support and charity care services to persons within the geographic area described above so long as such services are not in the nature of acute care or related outpatient services.

(c) Seller acknowledges that any remedy at law for a breach of this section would be inadequate and consent to the granting by any court of injunctive or other equitable relief without the necessity of actual monetary loss being proved so that a breach or threatened breach of this section may be effectively enjoined.

5.09. Use of Names. From and after Closing, Seller and its Affiliates shall not use the name "Holy Cross", or any variation thereof in the conduct of their businesses, except as may be necessary to wind up Seller's corporate affairs. Within five business days after Closing, Seller shall, and shall cause each of its Affiliates to, change its name to a name that does not include "Holy Cross" or any variation thereof.

5.10. Allocation of Purchase Price. The Purchase Price will be allocated among the Assets in the manner described in exhibit 5.10. Seller and Buyer will account for and report the transactions contemplated by this agreement in accordance with such allocations, and may not take any position (whether in Tax Returns, Tax audits or other Proceedings) inconsistent with such allocation. Seller and Buyer shall exchange Internal Revenue Service Forms 8594 (including supplemental forms, if required) to report the transactions contemplated by this agreement to the Internal Revenue Service in accordance with such allocation.

5.11. Further Assurances. After the Closing, upon request of Buyer, Seller shall, and shall cause its Affiliates to, do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such further acts, deeds, assignments, transfers, conveyances, powers of attorney, confirmations and assurances as Buyer may reasonably request to more effectively convey, assign and transfer to and vest in Buyer full legal right, title and interest in and actual possession of the Assets and the Hospital Businesses, to confirm Seller's capacities and abilities to perform its post-Closing covenants under this agreement and the Closing Documents, and to generally carry out the purposes and intent of this agreement. Seller shall, and shall cause each of its Affiliates to, also furnish Buyer with such information and documents in its possession or under its control, or which Seller can execute or cause to be executed, as will enable Buyer to prosecute any and all petitions, applications, claims and demands relating to or constituting a part of the Assets and Hospital Businesses.

5.12. Casualty. If before the Closing Date any of the Hospital Businesses are destroyed or damaged by fire, theft, vandalism or other cause or casualty and as a result thereof any material part of such Hospital Businesses is rendered unsuitable for its primary intended use or any material part of the Assets or Health Partners Assets is made subject to an eminent domain proceeding, Buyer may (a) terminate this agreement in its entirety without penalty, (b) propose to reduce the Purchase Price by the fair market value of the Assets or Health Partners Assets destroyed, damaged or subject to eminent domain proceedings (determined as of the date immediately before the destruction, damage

or commencement of eminent domain proceedings) or, if greater, the estimated cost to restore, repair or replace such Assets or Health Partners Assets and if Seller accepts such proposal Seller may retain all right, title and interest in and to insurance proceeds payable on account of such destruction or damage and any eminent domain proceeds, or (c) consummate the transaction in spite of such destruction, damage or eminent domain proceeding, in which event Seller shall pay, transfer and assign to Buyer at Closing (i) the proceeds (or the right to receive the proceeds) of, plus any deductibles or copayments required under, the applicable insurance policy or (ii) any eminent domain proceeds. Seller shall within ten (10) calendar days after any such occurrence provide written notice thereof to Buyer. In the event of a casualty or similar event, such notice shall include copies of all insurance policies then in force relating to the Assets or Health Partners Assets covering such casualty or similar event and Seller's initial good faith estimate of the cost to repair such damage or destruction. If Seller does not accept Buyer's proposal to reduce the Purchase Price, then Buyer may choose to terminate this agreement without penalty or consummate the transaction as described above.

5.13. Local Advisory Board. Following the Closing, Buyer will form a local advisory board for the Hospital comprised of medical staff members, community leaders and the Hospital's chief executive officer. The local advisory board will be an advisory committee of Buyer's board of directors. The local advisory board will be subject to the authority of Buyer's board of directors and the terms of the articles of incorporation, bylaws and other organizational documents of Buyer. The local advisory board will be comprised of between five and 15 members appointed by Vanguard for staggered terms of three years to provide continuity of leadership; provided, that SSC or its successor-in-interest under the Stewardship Agreement will have the right to designate one-third of the individuals so appointed for so long as the Stewardship Agreement is in force and effect.

5.14. Costs and Expenses.

(a) Except as otherwise expressly set forth in this agreement, all expenses of the preparation of this agreement and of the purchase of the Assets set forth in this agreement, including counsel, accounting, brokerage and investment advisor fees and disbursements, will be borne by the party incurring such expenses, whether or not such transactions are consummated.

(b) Seller shall pay all sales and use Taxes arising out of the transfer of the Assets, all State, county and municipal real estate transfer Taxes, the cost of removing Encumbrances that are not Permitted Encumbrances, and the cost of Buyer's owner's or leasehold title insurance policies described in section 7.07; provided that Buyer shall pay all costs of the owner's or leasehold title insurance policies in excess of the cost of a standard owners' policy of title insurance or in excess of the mutually agreed amount, and all endorsements thereto. Buyer shall pay the costs of Buyer's land title surveys and all environmental, engineering and other professional studies undertaken by Buyer, any costs or fees imposed by the Illinois Attorney General in connection with its review of the transaction, all HSR filing fees, and certificate of exemption or certificate of need fees.

(c) If any party incurs legal fees or expenses in connection with a legal action to enforce this agreement, the prevailing party will be entitled to recover such legal fees and

expenses, including attorneys' fees, costs and necessary disbursements, in addition to any other relief to which such party is entitled.

5.15. Insurance Ratings. If Buyer elects to succeed to the workers compensation and unemployment insurance ratings, insurance policies, deposits and other interests of Seller and the Hospital Businesses for insurance or other purposes, Seller will take, and cause its Affiliates to take, all actions reasonably requested by Buyer to enable Buyer to do so.

5.16. Fulfillment of Conditions. Each party will use commercially reasonable efforts to satisfy each of the conditions precedent to the obligations of the parties set forth in article 6 and article 7 of this agreement, as applicable, to the extent that satisfaction of such condition is within the control of such party.

5.17. Release of Encumbrances. Seller shall cause all Encumbrances other than the Permitted Encumbrances to be released and discharged at or before Closing.

5.18. Intentionally Deleted.

5.19. Charity Care. For so long as Buyer (or any of its Affiliates) owns and operates the Hospital, it will adhere to and comply with policies regarding indigent and charity care which are no less favorable than Seller's policies in effect on June 30, 2010, subject to changes in Legal Requirements such as implementation of universal healthcare.

5.20. Medical Staff. To ensure continuity of care in the community, Hospital medical staff members in good standing at Closing will have medical staff privileges at the Hospital immediately after the Closing, subject thereafter to the Hospital's medical staff bylaws then in effect, as amended from time to time.

5.21. Community Benefits. Buyer is committed to continuing the outreach, education and advocacy efforts provided by Seller in the culturally diverse communities it serves, and so long as Buyer (or any of its Affiliates) owns and operates the Hospital, it will support, and in all material respects will continue to support, the many community benefit programs and services currently offered by Seller to meet the needs of and improve access to health care in those communities and to improve the health status of the elderly, poor and at-risk populations in such communities. Specifically, (a) Buyer will operate the Hospital as a licensed acute care hospital for a period of five years following the Closing Date if the Hospital continues to receive Government Support Payments which in aggregate provide an annual level of support to the Hospital that is (i) equal to the amount of Government Support Payments to the Hospital is entitled for such year under then applicable regulations, and (ii) equal to or greater than the annual level of support received by the Hospital in the fiscal year ended June 30, 2010, as measured on a *per capita* basis for each Medicaid patient seen at the Hospital in a given year; provided, that in no event will Buyer operate the Hospital as a licensed acute care hospital for less than three years following the Closing Date; and (b) for so long as Buyer (or any of its Affiliates) owns and operates the Hospital, it will continue providing the community benefits provided by Seller as of the Effective Date with funding levels at least equal to those reflected on the Audited Financial Statements dated as of June 30, 2010..

5.22. Restricted Assets: Donor Commitments. Seller shall retain and hold monies or other assets that are required or intended by the donors thereof to be spent at the Hospital Businesses. Schedule 5.22 sets forth a description of the restricted assets and the hospital uses to which they must be applied. Buyer will use commercially reasonable efforts to comply with the conditions of such grants upon payment by Seller of the funds therefor. Seller will deliver to Buyer at Closing possession of and/or control over all other cash and other assets held by Seller in trust for or for the benefit of other Persons (e.g., tenant security deposits and medical staff dues). After the Closing Date, Buyer shall comply with the specific naming, memorial and/or plaque dedication commitments as described in schedule 5.22. If a donor with respect to any of the commitments described in schedule 5.22 does not comply with the obligations of such donor that were made in consideration of such commitment by Seller, Seller may notify Buyer in writing that Buyer should no longer abide by the applicable commitment set forth in schedule 5.22. Buyer shall use its good faith efforts to comply with the terms of such notice.

5.23. Post-Closing Capital Expenditures. Vanguard will expend not less than \$23,000,000 (the "**Capital Commitment**") for capital expenditures at the Hospital or in connection with the Hospital Businesses during the first five years after Closing. Capital will be deemed "*expended*" for purpose of this section if Vanguard, its Affiliates or third parties at the direction of Vanguard or its Affiliates have actually expended such funds or committed in a binding contract to expend such funds by the sixth anniversary of the Closing Date. In the event that Vanguard does not expend the Capital Commitment by the fifth anniversary of the Closing Date, Vanguard shall contribute to SSC, or its designee, an amount equal to the difference between the amount expended and \$23,000,000.

5.24. Catholic Identity. It is Buyer's intention to operate the Hospital as a hospital with a Catholic identity. At Closing, Buyer will enter into a stewardship agreement with SSC in substantially the form attached as exhibit 5.24 (the "**Stewardship Agreement**"). Except as otherwise required by law, Buyer shall not provide any benefits to Buyer's employees which: (a) pay for services which are not permitted by the teachings and prescriptions expressed in the *Ethical and Religious Directives for Catholic Health Care Services* (the "**Directives**") as amended from time to time and approved by the United States Conference of Catholic Bishops and interpreted by the RCAC; or (b) extend benefits to domestic partners.

5.25. Cost Reports. Seller, with the reasonable assistance from Buyer, shall prepare and timely file consistent with current laws all Cost Reports relating to the Hospital Businesses for periods ending on or prior to the Closing Date or required as a result of the transfer of the Assets to Buyer and the consummation of the transactions described herein ("**Seller Cost Reports**"). From and after Closing, Buyer shall succeed to all rights of Seller under all Cost Reports previously filed or to be filed after the Closing Date, including any payables resulting from or reserves relating to the Cost Reports and the right to appeal any Medicare determinations relating to the Cost Reports. At Buyer's request, Seller will cooperate in any Cost Report appeal undertaken by Buyer. Seller shall remit to Buyer any receipts relating to the Cost Reports, rights to Agency Settlements or Government Support Payments within fifteen (15) business days after receipt by Seller, regardless of the period to which such payment applies.

5.26. Offset Amounts. To the extent that Medicare, Medicaid, Blue Cross and other third party payors offset any amounts owing with respect to the Accounts Receivable or require Buyer to pay any amounts to such third parties, in each case as a result of any amounts owing (or allegedly owing) to such third parties by Seller and Health Partners in respect of periods prior to the Effective Time which are not Assumed Liabilities (the "**Offset Amounts**"), Buyer shall promptly notify Seller of the same and, within fifteen (15) business days of receipt of such notice, Seller shall reimburse Buyer the amount that has been offset or the amount that Buyer is required to pay, as applicable. Without limiting Seller's obligations contained in this section, so long as Seller complies with all of its obligations to Buyer as set forth in the immediately preceding sentence, (i) Seller shall have the right to dispute with the applicable payor any such offsets or amounts alleged to be owed to such payor, (ii) Seller and Buyer shall reasonably cooperate with each other in connection with Seller's pursuit of such dispute and (iii) if Buyer subsequently receives any refund from the applicable payor of any amount which Seller has paid to Buyer pursuant to this section, Buyer shall, within fifteen (15) business days after receipt thereof, pay such amount to Seller.

5.27. Coordination with Payors. To the extent any third party payor remits payment to Seller electronically into Seller's bank accounts, as soon as practicable after the Closing Date, Seller shall provide notification to such payors requesting that the pay-to account be changed to an account subject to Buyer's sole control (as such account is designated by Buyer). Prior to Closing, Seller shall submit for Buyer's review and approval the draft notification letters with respect to such third party payors. Seller shall promptly provide Buyer with a copy of such correspondence sent to such third party payors.

5.28. Supplements to Schedules. From the Effective Date through the Closing, Seller will promptly notify Buyer if Seller has knowledge of any fact or condition that causes or constitutes a breach of any of Seller's representations and warranties as of the Effective Date. Should any such fact or condition require any change in any disclosure schedule attached to this agreement, Seller will promptly deliver to Buyer a supplement to the applicable schedule specifying such change; provided, however, that Seller shall not be permitted to provide any supplement in respect of (a) any section of this agreement other than sections 2.01(a), 2.01(b), 2.01(c), 2.01(o), 2.01(p), article 3 and section 5.22 except as mutually agreed; or (b) section 3.06, except for Unaudited Year-end Financial Statements. To the extent Seller provides Buyer a supplement or update to any disclosure schedule after the Effective Date (it being understood, however, that Seller shall not be permitted to provide any supplement or update in respect of (x) any section of this agreement other than sections 2.01(a), 2.01(b), 2.01(c), 2.01(o), 2.01(p), article 3 or section 5.22 or (y) section 3.06, except for Unaudited Year-end Financial Statements), Buyer shall be deemed to have approved the content of such supplement or update unless, within ten (10) business days after receipt thereof, Buyer provides Seller with written notice that the applicable supplement or update is unacceptable to Buyer, which unacceptability shall be determined in Buyer's reasonable discretion (such disapproved schedules are referred to herein as the "**Disapproved Schedules**"). If Buyer provides such notice, Buyer shall have the right to propose a modification to the Purchase Price or an amendment to this agreement or, if the schedule change constitutes a Material Adverse Change or could reasonably be expected to result in or give rise to a Material Adverse Change, to terminate this Agreement. If Seller does not agree upon such reduction or amendment within ten (10) business days after receipt of such notice, then

Buyer may either terminate this agreement without penalty or consummate the transaction without reduction in the Purchase Price.

5.29. Supplemental Reporting Endorsement. Seller, at its sole cost and expense, will obtain a supplemental insurance policy providing for extended reporting periods for claims made on or after the Effective Time in respect of events occurring prior to the Effective Time to insure against professional liabilities of Seller relating to all periods prior to the Effective Time. Such "tail end" insurance shall have the term and limits of coverage as reflected in schedule 5.29. Seller shall deliver to Buyer evidence of such supplemental reporting endorsement at Closing.

5.30. Provision of Benefits of Certain Contracts. If, as of the Effective Date, Seller is unable to obtain any consent to the assignment of Seller's interest in an Assumed Contract (or if Health Partners is unable to obtain any consent to the assignment of Health Partners' interest in any Assumed Contract to which it is a party that contains a prohibition against unconsented assignment by operation of law due to a change of control), until such consent, partial assignment or new contract is obtained, Seller or Health Partners, as applicable, shall use commercially reasonable efforts to provide Buyer with the benefits of any such Contract by cooperating in any reasonable and lawful arrangement designed to provide such benefits to Buyer, and allow Buyer to directly enforce such Contract against the applicable third parties thereto. Buyer shall use commercially reasonable efforts to perform, on behalf of Seller or Health Partners, as applicable, the obligations of Seller or Health Partners thereunder or in connection therewith arising on and after the Effective Date, with respect to the Assets or the Health Partners Assets, as applicable, but only to the extent that such action would not result in a material default thereunder or in connection therewith and such obligation would have been an obligation of Buyer had it entered into a new contract on substantially similar terms.

5.31. Preservation and Access to Records After the Closing. From the Closing Date until seven (7) years after the Closing Date or such longer period as required by Legal Requirements (the "**Document Retention Period**"), Buyer shall keep and preserve all medical records, patient records, medical staff records and other books and records which are among the Assets and Health Partners Assets as of the Effective Time, but excluding any records which are among the Excluded Assets. Buyer will, upon reasonable advance notice, afford to the representatives of Seller, including its counsel and accountants, full and complete access to, and the right to make copies of at Seller's expense, such records with respect to time periods prior to the Effective Time (including, without limitation, access to records of patients treated at the Hospital prior to the Effective Time) during normal business hours after the Effective Time, to the extent reasonably needed by Seller, Health Partners or any of their Affiliates for purposes of concluding the transactions contemplated by this Agreement, preparing Tax Returns or conducting Tax audits, obtaining insurance, complying with Government Health Programs and other Legal Requirements, prosecuting or defending third party claims, settling payables and other liabilities, and preparing and filing all Cost Reports.

Buyer shall give full cooperation to Seller and its insurance carriers in respect of the defense of claims by third parties against Seller, in respect of events occurring prior to the Effective Time with respect to the operation of the Hospital, at such requesting Person's expense (including without limitation a reasonable allocation of salary and benefits with respect to Hired Employees or other Buyer personnel who are called upon to assist such Person). Such cooperation shall include,

without limitation, making the Hired Employees reasonably available for interviews, depositions, hearings proceedings and trials. Such cooperation shall also include making all of its employees reasonably available to assist in the securing and giving of evidence and in obtaining the presence and cooperation of witnesses. In addition, Seller shall be entitled to remove from the Hospital originals of any such records, but only for purposes of pending litigation involving the persons to whom such records refer, as certified in writing prior to removal by counsel retained by Seller in connection with such litigation. Any records so removed from the Hospital shall be promptly returned to Buyer following Seller's use of such records. Seller's rights hereunder shall be subject to HIPAA and all other applicable patient confidentiality rights and laws, and the parties agree to cooperate in the documentation of such protections and obligations as may be necessary to afford to Seller the rights granted hereunder in compliance with applicable Legal Requirements.

In connection with (i) the transition of the Hospital pursuant to the transaction contemplated by this agreement, (ii) Seller's rights to the Excluded Assets, (iii) Seller's obligations under the Excluded Liabilities and (iv) Seller's preparation of the Final Balance Sheet pursuant to section 2.07, Buyer shall, upon reasonable advance notice after the Effective Time, give Seller and its representatives access during normal business hours to Buyer's books, accounts and records and all other relevant documents and information with respect to the assets, liabilities and business of the Hospital as Seller or the representatives of Seller may from time to time reasonably request, all in such manner as not to unreasonably interfere with the operations of the Hospital. Seller acknowledges that it shall coordinate its activities contemplated by this section 5.31 through Buyer's Chief Executive Officer or his designee. Such documents and other materials shall be, at Buyer's option, either (i) copied by Buyer for Seller at Seller's expense, or (ii) removed by Seller from the premises, copied by Seller at its own expense and promptly returned to Buyer.

Buyer and its representatives shall be given access by Seller during normal business hours to the extent reasonably needed by Buyer for business purposes to all documents, records, correspondence, work papers and other documents retained by Seller pertaining to any of the Assets or Health Partners Assets or with respect to the operation of the Hospital prior to the Effective Time, all in such manner as to not interfere unreasonably with the Hospital Businesses. Such documents and other materials shall be, at Seller's option, either (i) copied by Seller for Buyer at Buyer's expense, or (ii) removed by Buyer from the premises, copied by Buyer at its own expense and promptly returned to Seller.

To the maximum extent permitted by law, if any third party requests or demands, by subpoena or otherwise, any documents relating to the Excluded Liabilities or Excluded Assets, prior to any disclosure of such documents, Buyer shall notify Seller and shall provide Seller with the reasonable prior opportunity to object to, and otherwise coordinate with respect to, such request or demand, all within such periods of time as are necessary to enable Buyer to comply with such deadlines as may be applicable to such subpoena or other demand.

6. CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER

The obligations of Seller in section 8.02 are subject to the satisfaction on or before Closing of the following conditions, unless waived by Seller:

6.01. Representations; Covenants.

(a) Each of the representations of Buyer and Vanguard in this agreement was true and correct on and as of the date of this agreement, each of the representations of Buyer and Vanguard in this agreement that are qualified as to materiality is true and correct on and as of the Closing Date, and each of the other representations of Buyer and Vanguard in this agreement is true and correct in all material respects on and as of the Closing Date.

(b) Each of the covenants to be complied with or performed by Buyer on or before Closing has been complied with and performed, including the covenants of Buyer in section 8.03.

6.02. Adverse Proceeding. No Proceeding before any Governmental Authority has been instituted or threatened to restrain or prohibit the transactions contemplated by this agreement and no order is in effect restraining, enjoining or otherwise preventing consummation of the transactions contemplated by this agreement.

6.03. Governmental Permits and Other Consents. Seller is satisfied that:

(a) Seller has received all material Governmental Permits required of Seller to consummate the transactions contemplated by this agreement, including (i) the expression of a no objection position by the Illinois Attorney General regarding the purchase and sale of the Hospital Businesses by Buyer and Seller; and (ii) approval of the Illinois Department of Public Health;

(b) Buyer has received all material Governmental Permits required to consummate the transactions contemplated by this agreement and to operate the Hospital Businesses, including (i) approval of the Illinois Department of Public Health and (ii) a certificate of need or certificate of exemption, as applicable, from the Illinois Health Facilities and Services Review Board;

(c) Each of Seller and SSC has received all approvals of the Roman Catholic Church required to consummate the transactions contemplated by this agreement; and

(d) all applicable waiting periods under the HSR Act have expired.

6.04. Extraordinary Events. Neither Buyer nor Vanguard (a) is in receivership or dissolution, (b) has made any assignment for the benefit of creditors, (c) has admitted in writing its inability to pay its debts as they mature, (d) has been adjudicated a bankrupt, (e) has 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 (and no such petition has been filed against Buyer or Vanguard , or (f) has entered into any Contract to do any of the foregoing on or after the Closing Date.

6.05. Delivery of Closing Documents. Buyer has delivered the Closing Documents described in section 8.03, all in forms reasonably acceptable to Seller and its counsel, duly executed by and (where appropriate) acknowledged on behalf of Buyer.

6.06. Execution of Stewardship and Service Agreements. Buyer and SSC shall have entered into the Stewardship Agreement. Buyer and SSC shall have entered into a services agreement whereby Buyer agrees to continue to provide steam and certain services for the benefit of SSC. Buyer and Maria High School shall have entered into a services agreement whereby Buyer agrees to continue to provide steam for the benefit of Maria High School.

6.07. Schedules and Exhibits. The provisions of all schedules and exhibits attached to this agreement that are delivered to Seller by Buyer pursuant to section 11.01, or to the extent revised or updated thereafter by Buyer, shall be acceptable to Seller in its reasonable discretion.

## 7. CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER

The obligations of Buyer in section 8.03 are subject to the satisfaction on or before Closing of the following conditions, unless waived by Buyer:

### 7.01. Representations: Covenants.

(a) Each of the representations of Seller in this agreement was true and correct on and as of the date of this agreement, each of the representations of Seller in this agreement that are qualified as to materiality is true and correct on and as of the Closing Date, and each of the other representations of Seller in this agreement is true and correct in all material respects on and as of the Closing Date.

(b) Each of the covenants to be complied with or performed by Seller on or before Closing has been complied with and performed, including the covenants of Seller in section 8.02.

7.02. Adverse Proceeding. No Proceeding before any Governmental Authority has been instituted or threatened to restrain or prohibit the transactions contemplated by this agreement and no order is in effect restraining, enjoining or otherwise preventing consummation of the transactions contemplated by this agreement. Seller shall have concluded a self-disclosure process with CMS and the Illinois Attorney General with respect to certain physician arrangements (a "Resolution") of a scope and on terms reasonably acceptable to Buyer. Seller shall provide copies to Buyer of all materials provided to applicable Governmental Authorities in connection with the Resolution ("**Governmental Communications**") (whether such materials are provided on, before or after the date of this Agreement). So long as (a) the scope of the Governmental Communications and Resolution are reasonably acceptable to Buyer acting in good faith, (b) the cash payments to be made by Seller in connection with the Resolution are reasonably acceptable to Buyer acting in good faith, (c) the terms of the Resolution (other than the amount of cash consideration paid by Seller thereunder) which would be binding upon Buyer or Buyer's post-Closing operation of the Hospital

Businesses are reasonably acceptable to Buyer acting in good faith and (d) the Resolution will not materially adversely impact the future prospects of the Hospital Businesses (including, without limitation, relationships with physicians and third party payors) as determined by Buyer acting in good faith (collectively, a "Qualifying Resolution"), then it is agreed that such Qualifying Resolution will not result in a Material Adverse Effect on Seller and will not be taken into consideration in determining whether a Material Adverse Effect has occurred. All matters disclosed in writing to Governmental Authorities and Buyer in connection with the Governmental Communications will be deemed to be disclosed to Buyer in the schedules (and the schedules will be deemed to be amended to include such disclosures) and, as a result thereof, the representations and warranties of Seller set forth in this Agreement will be interpreted to be qualified in all respects necessary to incorporate such disclosures. Any matter covered in the Governmental Communications which is not resolved to Buyer's reasonable satisfaction under the terms of the Resolution shall be an Excluded Liability.

7.03. Governmental Permits and Other Consents. Buyer is satisfied that:

(a) Buyer has received all material Governmental Permits required to consummate the transactions contemplated by this agreement and to operate the Hospital Businesses, including (i) those permits set forth on schedule 7.03(a), (ii) any Government Permits required from the Illinois Department of Public Health, (iii) a certificate of exemption or certificate of need, as applicable, from the Illinois Health Facilities and Services Review Board, and (iv) reasonable assurances that any other material licenses, permits, certificates of need and authorizations not actually issued as of the Closing will be issued following Closing;

(b) Seller has received all material Governmental Permits required of Seller to consummate the transactions contemplated by this agreement, including (i) the expression of a no objection position by the Illinois Attorney General regarding the purchase and sale of the Hospital Businesses by Buyer and Seller; and (ii) any Government Permits required from the Illinois Department of Public Health;

(c) Each of Seller and SSC has received all approvals of the Roman Catholic Church required to be obtained by Seller or any Affiliate of Seller under canon law, regarding its execution of this agreement and the consummation of the transactions contemplated by this agreement;

(d) Seller has obtained consents to assignment of the Assumed Contracts set forth on schedule 7.03(d) for which such consents are required; and

(e) all applicable waiting periods under the HSR Act have expired.

7.04. No Material Adverse Change. Since the Effective Date, no Material Adverse Change has occurred and no events or circumstances have occurred that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Change.

7.05. Extraordinary Events. Seller (a) is not in receivership or dissolution, (b) has not made any assignment for the benefit of creditors, (c) has not admitted in writing its inability to pay its debts as they mature, (d) has not been adjudicated a bankrupt, (e) has not 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 (and no such petition has been filed against any it), or (f) has not entered into any Contract to do any of the foregoing on or after the Closing Date.

7.06. Environmental and Structural Reports. Buyer has received environmental and structural reports with respect to the Real Property prepared by Persons acceptable to Buyer and the scope, findings and conclusions of such reports are reasonably satisfactory to Buyer.

7.07. Title Insurance Policies and Surveys. Buyer has received:

(a) commitments from a title insurance company chosen by Buyer to issue as of the Closing Date ALTA 2006 extended coverage owner's title insurance policies for the Owned Real Property, in amounts reasonably acceptable to Buyer and with such customary endorsements as Buyer may require;

(b) commitments from a title insurance company chosen by Buyer to issue as of the Closing Date ALTA 2006 extended coverage leasehold title insurance policies for all Leased Real Property that is either the subject of a ground lease with a remaining term of three years or more or the subject of any other lease with a remaining term of ten years or more and where any licensed Hospital service is provided, in amounts acceptable to Buyer and with such endorsements as Buyer may require;

(c) commitments from a title insurance company chosen by Buyer to issue as of the Closing Date ALTA 2006 extended coverage lender's title insurance policies for the Real Property for which Buyer obtains owner's or leasehold policies, in amounts acceptable to Buyer and with such endorsements as Buyer's lenders may require; and

(d) ALTA land title surveys of the Owned Real Property and all Leased Real Property for which a title insurance policy is required, in forms satisfactory to Buyer and the title insurance company, from a firm designated by Buyer and certified to Buyer, Buyer's lenders, the title insurance company and such other Persons as Buyer may designate.

7.08. Lien Searches and Termination Statements. Seller has delivered to Buyer UCC lien, litigation and tax searches showing all Encumbrances on the Assets, accompanied by fully executed UCC termination statements or other releases or conveyances relating to all Encumbrances that are not Permitted Encumbrances.

7.09. Hill-Burton Facilities. Seller shall have satisfied or made appropriate provision for unsatisfied obligations under the Hill-Burton Act such that, as of the Closing, no Encumbrance affects any of the Assets or Hospital Businesses relating to or arising under the Hill-Burton Act.

7.10. Delivery of Closing Documents. Seller has delivered the Closing Documents described in section 8.02, all in forms reasonably acceptable to Buyer and its counsel, duly executed by and (where appropriate) acknowledged on behalf of Seller.

7.11. Execution of Stewardship Agreement. Buyer and SSC shall have entered into the stewardship agreement described in section 5.24.

7.12. Financial Statements. Seller shall have delivered to Buyer true, correct and complete copies of (a) audited consolidated financial statements with respect to the operations of the Hospital Businesses as of and for the fiscal year ended June 30, 2010, together with the unqualified opinion of McGladrey & Pullen, and (b) unaudited consolidated financial statements with respect to the operations of the Hospital Businesses as of and for each fiscal quarter ending after June 30, 2010 that is more than 45 days prior to the Closing Date, if any.

7.13. Schedules and Exhibits. The provisions of all schedules and exhibits attached to this agreement that are delivered to Buyer by Seller pursuant to section 11.01, or to the extent revised or updated thereafter by Seller, shall be acceptable to Buyer in its reasonable discretion.

7.14. Approval by Board of Directors. The Board of Directors of Vanguard shall have approved the execution and delivery of this Agreement and the other Closing Documents to be executed by Vanguard and/or Buyer and the consummation of the transactions contemplated thereunder.

7.15. Completion of Due Diligence. Buyer shall have determined in its sole discretion that it is satisfied with the results of its due diligence.

## 8. CLOSING; TERMINATION OF AGREEMENT

### 8.01. Closing.

(a) Consummation of the sale and purchase of the Hospital Businesses and the other transactions contemplated by this agreement (the "Closing") will take place at the office of McDermott Will & Emery LLP, 227 West Monroe Street, Suite 4400, Chicago, Illinois at 10:00 a.m. on the tenth business day following satisfaction or waiver of the conditions set forth in articles 6 and 7, or at such time or place as the parties may mutually agree. The Closing shall be effective for accounting purposes as of 12:01 a.m. on the day after the Closing Date (the "Effective Time").

(b) At the Closing, Buyer may designate one or more Affiliates (each, a "Designee") to take title to the Assets and references to Closing Documents to be executed and delivered to or by Buyer in this agreement at Closing will apply to each such Designee with respect to the Assets acquired by or assigned to it. Buyer shall notify Seller before Closing of the names of Buyer's Designees and, subject to the terms of this agreement, each of Buyer's designees shall, with respect to the Assets acquired by or assigned to it, enjoy the rights, privileges and benefits of this agreement granted to Buyer and shall be deemed to be any express third party beneficiary of this agreement for such purposes.

8.02. Actions of Seller at Closing. At the Closing, Seller shall deliver:

(a) deeds containing special warranties of title conveying to Buyer good and marketable fee simple title to the Owned Real Property free and clear of Encumbrances other than the Permitted Real Property Encumbrances;

(b) assignments conveying to Buyer valid title to the Leased Real Property free and clear of Encumbrances other than the Permitted Real Property Encumbrances;

(c) bills of sale and assignment conveying to Buyer good and valid title to all Assets other than the Real Property free and clear of Encumbrances other than the Permitted Personal Property Encumbrances;

(d) subject to Section 5.30, assignment and assumption agreements with respect to the Leased Real Property;

(e) subject to Section 5.30, assignments conveying to Buyer Seller's interests in the Assumed Contracts;

(f) stock certificates, duly endorsed for transfer to Buyer and with all stamps or evidence of other documentary and transfer taxes affixed, and certificates or other appropriate instruments of transfer, duly endorsed for transfer to Buyer, of the ownership interests in Health Partners;

(g) certificates of a duly authorized president or vice president of Seller certifying that each of the representations of Seller in this agreement that is qualified as to materiality is true and correct on and as of the Closing Date, that each of the other representations of Seller in this agreement is true and correct in all material respects on and as of the Closing Date, and that each of the covenants to be complied with or performed by Seller on or before Closing has been complied with and performed;

(h) copies of resolutions duly adopted by the board of governors or trustees of Seller and by Seller's members, authorizing and approving the execution and delivery of this agreement and the Closing Documents and the consummation of the transactions contemplated therein, certified as in full force and effect as of the Closing Date by a secretary or assistant secretary of Seller;

- (i) written resignations of the directors and officers of (or persons holding comparable positions in) Health Partners, effective on and as of the Closing Date;
- (j) possession and custody of the original minute books and transfer ledgers of Health Partners;
- (k) certificates of incumbency for the officers of Seller executing this agreement and the Closing Documents;
- (l) certificates of existence and good standing from the state or states in which Seller and Health Partners are incorporated and qualified to do business, each dated the most recent practical date before Closing;
- (m) powers of attorney to permit Buyer to utilize Seller's DEA registration numbers on a temporary basis until such time as Buyer obtains its own DEA registration numbers;
- (n) certificates of non-foreign status from Seller;
- (o) copies of all state and local tax clearances with respect to Seller, which are either required by law or, if not required by law, which are otherwise available and reasonably requested by Buyer;
- (p) a list of source or access codes to computers, combinations to safe(s) and the location of and keys to safe deposit boxes, if any;
- (q) a certificate of insurance evidencing the coverage required under section 5.29 and proof of payment of all applicable premiums;
- (r) the Indemnity Escrow Agreement duly executed by Seller and the Indemnity Escrow Agent;
- (s) the Stewardship Agreement duly executed by SSC;
- (t) a service agreement to be entered into by and between SSC and Buyer whereby Buyer agrees to continue to provide steam and certain services for the benefit of SSC, duly executed by SSC. Buyer and Maria High School shall have entered into a services agreement whereby Buyer agrees to continue to provide steam for the benefit of Maria High School; and
- (u) such other Closing Documents as Buyer deems reasonably necessary to consummate the transactions contemplated by this agreement.

**B.03. Actions of Buyer at Closing.** At the Closing, Buyer shall deliver to Seller:

- (a) payment of the Cash Purchase Price based upon the Closing Balance Sheets (subject to adjustment as described in section 2.07), as adjusted to reflect the proration

provided in section 2.08. Such amount shall be payable by wire transfer of immediately available funds as follows: (i) any amounts due to Health Partners which constitute Excluded Liabilities will be offset and retained by Buyer on behalf of Health Partners; (ii) to the extent that Seller's cash is insufficient to pay for Excluded Liabilities recorded on the Closing Balance Sheets (other than amounts due to Affiliates) which are to be paid on the Closing Date, the amount of any such deficiency (not to exceed the Cash Purchase Price) will be wired to an account designated by Seller and shall be used by Seller to immediately pay such Excluded Liabilities; and (iii) the balance of the Cash Purchase Price, if any (the "Net Seller Proceeds"), will be wired to the Indemnity Escrow Agent for deposit into the Indemnity Escrow Account pursuant to section 8.04;

(b) assignment and assumption agreements with respect to the Leased Real Property;

(c) assumption agreements pursuant to which Buyer assumes the future payment and performance of the Assumed Liabilities;

(d) certificates of a duly authorized president or a vice president of Buyer certifying that each of the representations of Buyer in this agreement that is qualified as to materiality is true and correct on and as of the Closing Date, that each of the other representations of Buyer in this agreement is true and correct in all material respects on and as of the Closing Date, and that each of the covenants to be complied with or performed by Buyer on or before Closing has been complied with and performed;

(e) copies of resolutions duly adopted by the boards of directors of Buyer and Vanguard authorizing and approving the execution and delivery of this agreement and the Closing Documents and the consummation of the transactions contemplated therein, certified as in full force and effect as of the Closing Date by a secretary or assistant secretary of Buyer and Vanguard;

(f) certificates of incumbency for the officers of Buyer and Vanguard executing this agreement and the Closing Documents;

(g) a certificate of existence and good standing of Buyer and Vanguard from the state in which they are incorporated, dated the most recent practical date before Closing;

(h) powers of attorney to permit Buyer to utilize Seller's DEA registration numbers on a temporary basis until such time as Buyer obtains its own DEA registration numbers;

(i) the Indemnity Escrow Agreement duly executed by Buyer and the Indemnity Escrow Agent;

(j) the Stewardship Agreement duly executed by Buyer;

(k) a service agreement to be entered into by and between SSC and Buyer whereby Buyer agrees to continue to provide steam and certain services for the benefit of

SSC, duly executed by Buyer, and a service agreement to be entered into by and between Maria High School and Buyer whereby Buyer agrees to continue to provide steam for the benefit of Maria High School, duly executed by Buyer; and

(l) such other Closing Documents as Seller deems reasonably necessary to consummate the transactions contemplated by this agreement.

#### 8.04. Indemnity Escrow Account.

At the Closing, Buyer shall deposit the Net Seller Proceeds, and Seller shall deposit all cash and cash equivalents of the Hospital Businesses (other than amounts wired to Seller pursuant to section 8.03(a)(ii)), into an interest bearing escrow account (the "**Indemnity Escrow Account**") established with the Indemnity Escrow Agent, to be held and disbursed in accordance with the terms of the escrow agreement attached hereto as exhibit 8.04 to be entered into among Buyer, Seller and the Indemnity Escrow Agent (the "**Indemnity Escrow Agreement**"). To the extent that the Contingent Purchase Price, if any, is earned by Seller prior to the fourth anniversary date of the Closing Date, such amount shall also be deposited by Buyer into the Indemnity Escrow Account, to be held and disbursed in accordance with the terms of the Indemnity Escrow Agreement. To the extent that the Contingent Purchase Price, if any, is earned by Seller after the fourth anniversary of the Closing Date, then Buyer shall pay to Seller an amount equal to the Contingent Purchase Price minus the amount of any unpaid or unresolved claims under section 9.01 that are outstanding on such date (provided, that the amount withheld by Buyer with respect to unpaid or unresolved claims under section 9.01(a)(i) shall not exceed the sum of (a) the Indemnity Cap, minus (b) all amounts previously paid by Seller with respect to claims under section 9.01(a)(i) and shall pay the remainder, if any, of the Contingent Purchase Price to Seller upon the final resolution of such claims. The Indemnity Escrow Agreement will provide that (a) all interest accrued on the escrowed funds will be credited and distributed to Seller on a quarterly basis, (b) upon the second anniversary of the Closing Date the escrow agent shall release to Seller or SSC an amount equal to the sum of (i) one-third of the escrowed funds then in the Indemnity Escrow Account minus (ii) the amount of any unresolved claims outstanding on such date, (c) upon the third anniversary of the Closing Date the escrow agent shall release to Seller or SSC an amount equal to the sum of (i) one-half of the escrowed funds then remaining in the Indemnity Escrow Account minus (ii) the amount of any unresolved claims outstanding on such date, and (d) upon the fourth anniversary of the Closing Date the escrow agent shall release to Seller or SSC all escrowed funds then remaining in the Indemnity Escrow Account less the amount of any unresolved claims outstanding on such date; provided, however, that Seller shall be entitled to withdraw funds from the Indemnity Escrow Account at any time in an amount equal to any Excluded Liabilities (other than amounts due to Affiliates or Excluded Liabilities recorded on the Closing Balance Sheets which are to be paid on the Closing Date) which are then due and payable and Seller shall immediately use such funds to pay such Excluded Liabilities.

8.05. Termination Before Closing.

(a) This agreement may be terminated, and the transactions contemplated by this agreement abandoned, upon notice by the terminating party to the other parties:

(i) before the Closing, by mutual consent of Buyer and Seller;

(ii) by Buyer in accordance with section 5.12;

(iii) before the Closing, by Buyer on the one hand, or by Seller on the other hand, in the event of material breach of this agreement by the non-terminating party which has not been cured by the non-terminating party to the reasonable satisfaction of the terminating party within fifteen (15) business days after service by the terminating party upon the non-terminating party of a written notice which describes the nature of such breach;

(iv) after July 1, 2011, by Seller if the transactions contemplated by this agreement have not been consummated on or before such date and the failure of the transactions to be consummated is not caused by a breach of this agreement by Seller; or

(v) after July 1, 2011, by Buyer if the transactions contemplated by this agreement have not been consummated on or before such date and the failure of the transactions to be consummated is not caused by a breach of this agreement by Buyer.

(b) If this agreement is validly terminated pursuant to this section, this agreement will be null and void, and there will be no liability on the part of any party, except that, upon termination of this agreement pursuant to subparagraphs 8.05(a)(iii), 8.05(a)(iv) or 8.05(a)(v), Seller will remain liable to Buyer, and Buyer will remain liable to Seller, for any breach of its respective obligations under section 5.16 existing at the time of such termination, and each party may seek such remedies or damages against the other with respect to any such breach as are provided in this agreement or as are otherwise available at law or in equity.

9. INDEMNIFICATION

9.01. Indemnification by Seller.

(a) Subject to and to the extent provided in this article, from and after the Effective Time, Seller shall indemnify, defend and hold harmless Buyer's Indemnified Persons, and each of them, from and against any Losses incurred or suffered by Buyer's Indemnified Persons, directly or indirectly, as a result of or arising from:

(i) any inaccuracy of any representation or warranty of Seller;

(ii) the nonfulfillment of any covenant of Seller set forth in this agreement or in any other agreement or instrument delivered by Seller pursuant to this agreement; and

(iii) the Excluded Liabilities.

(b) Buyer shall promptly notify Seller in writing in the event that any claim is made against Buyer's Indemnified Persons or the Assets for which Seller has agreed to indemnify Buyer's Indemnified Persons as set forth in this agreement, and Seller shall thereupon undertake to defend promptly and hold Buyer's Indemnified Persons free and harmless therefrom, using counsel reasonably satisfactory to Buyer. Once Seller has assumed the defense thereof, Seller shall keep Buyer advised of all material developments in the defense thereof and in any related litigation, and Buyer (and each affected Buyer's Indemnified Person) shall be entitled at all times to participate in the defense thereof at its own expense. If Seller fails to discharge or undertake to defend against any such liability within thirty (30) days after notice thereof, then Buyer may settle the same and shall provide notice of the terms thereof to Seller within ten (10) days after settlement. Seller's liability shall be conclusively established by such settlement (the amount of such liability shall include the settlement consideration and the reasonable attorneys' fees, costs and expenses incurred by Buyer's Indemnified Persons in effecting such settlement).

**9.02. Seller's Limitations.** Seller will have no liability under section 9.01(a)(i) and no claim will accrue against Seller under section 9.01(a)(i) unless the actual liability of Seller to Buyer's Indemnified Persons in respect to any single claim under section 9.01(a)(i) exceeds Ten Thousand Dollars (\$10,000) (the "**Relevant Claim Amount**") and until the total liability of Seller in respect of claims arising under section 9.01(a)(i) exceeds Fifty Thousand Dollars (\$50,000) in the aggregate (the "**Aggregate Amount**"), in which event Buyer's Indemnified Persons shall be entitled to seek indemnification under section 9.01(a)(i) with respect to all such Losses from and after \$1.00 of Losses; provided, that (i) in no event shall Seller's indemnification obligations under section 9.01(a)(i) exceed fifty percent (50%) of the Cash Purchase Price (the "**Indemnity Cap**") and (ii) there shall be no minimum Loss requirement, and liability of Seller shall arise from and after \$1.00 of Losses, in respect of Losses resulting from Seller's intentional misrepresentation or fraud. In addition, Seller will have no liability under section 9.01(a)(i) or section 9.01(a)(ii) and no claim arising under section 9.01(a)(i) or section 9.01(a)(ii) will accrue against Seller unless Buyer's claim for indemnification is made against Seller during the period in which the representation or covenant in respect of which the claim is made survives, as provided in section 9.06.

**9.03. Indemnification by Buyer.**

(a) Subject to and to the extent provided in this article, from and after the Closing Date, Buyer shall indemnify, defend and hold harmless Seller's Indemnified Persons, and each of them, from and against any Losses incurred or suffered by Seller's Indemnified Persons, directly or indirectly, as a result of or arising from:

(i) the inaccuracy in any representation of Buyer or Vanguard, whether or not Seller's Indemnified Persons relied thereon or had knowledge thereof;

(ii) the nonfulfillment of any covenant of Buyer or Vanguard in this agreement or in any other agreement or instrument delivered by Buyer pursuant to this agreement;

(iii) the Assumed Liabilities; and

(iv) the ownership or operation of the Assets from and after the Closing other than with respect to the Excluded Liabilities.

(b) Seller shall promptly notify Buyer in the event that any claim is made against Seller's Indemnified Persons for which Buyer has agreed to indemnify Seller's Indemnified Persons as set forth in this agreement, and Buyer shall thereupon undertake to defend and hold Seller's Indemnified Persons free and harmless therefrom, using counsel reasonably satisfactory to Seller. Once the defense thereof is assumed by Buyer, Buyer shall keep Seller advised of all material developments in the defense thereof and in any related litigation, and Seller (and each affected Seller's Indemnified Person) shall be entitled at all times to participate in the defense thereof at its own expense. If Buyer fails to discharge or undertake to defend against any such liability within twenty (20) days after notice thereof, then Seller may settle the same and shall provide notice of the terms thereof to Buyer within ten (10) days after settlement. Buyer's liability shall be conclusively established by such settlement (the amount of such liability shall include both the settlement consideration and the reasonable attorneys' fees, costs and expenses necessarily incurred by Seller's Indemnified Persons in effecting such settlement).

9.04. Buyer's Limitations. Buyer will have no liability under section 9.03(a)(i) and no claim will accrue against Buyer under section 9.03(a)(i) unless the actual liability of Buyer to Seller's Indemnified Persons in respect to any single claim under section 9.03(a)(i) exceeds the Relevant Claim Amount and until the total liability of Buyer in respect of claims arising under section 9.03(a)(i) exceeds the Aggregate Amount, in which event Seller's Indemnified Persons shall be entitled to seek indemnification under Section 9.03(a)(i) with respect to all such Losses from and after \$1.00 of such Losses, *provided* that (i) in no event shall Buyer's indemnification obligations under section 9.03(a)(i) exceed the Indemnity Cap and (ii) there shall be no minimum Loss requirement, and liability of Buyer shall arise from and after \$1.00 of Losses, in respect of Losses resulting from Buyer's intentional misrepresentation or fraud. In addition, Buyer will have no liability under section 9.03(a)(i) or section 9.03(a)(ii) and no claim arising under section 9.03(a)(i) or section 9.03(a)(ii) will accrue against Buyer unless Seller's claim for indemnification is made against Buyer during the period in which the representation or covenant in respect of which the claim is made survives, as provided in section 9.06.

9.05. Indemnification Assistance; Subrogation.

(a) Any Indemnitee agrees to give the Indemnifying Party reasonable access to the books and records and employees of the Indemnitee in connection with the matters for which indemnification is sought hereunder, to the extent the Indemnifying Party reasonably deems necessary in connection with its rights and obligations hereunder.

(b) The Indemnitee shall assist and cooperate with the Indemnifying Party in the conduct of litigation, the making of settlements and the enforcement of any right of contribution to which the Indemnified Party may be entitled from any person or entity in connection with the subject matter of any litigation subject to indemnification hereunder. In addition, the Indemnitee shall, upon the reasonable request by the Indemnifying Party or counsel selected by the Indemnifying Party (with reimbursement of any reasonable fees, wages, costs or expenses incurred by the Indemnitee or an employee thereof in connection therewith), attend hearings and trials, assist in the securing and giving of evidence, assist in obtaining the presence or cooperation of witnesses, and make available its own personnel.

(c) Following indemnification as provided for hereunder, the Indemnifying Party shall be subrogated to all rights of the Indemnitee with respect to all Persons (other than other Indemnitees) relating to the matter for which indemnification has been made.

9.06. Survival of Representations; Indemnity Periods. Notwithstanding any right of Buyer to investigate the Hospital Businesses or any right of any party to investigate the accuracy of the representations of the other party in this agreement, or any actual investigation by or knowledge of a party, Seller has, on the one hand, and Buyer has, on the other hand, the right to rely fully upon the representations and covenants of the other in this agreement. The representations and warranties of the parties contained in this agreement shall continue to be fully effective and enforceable following the Closing Date: (a) indefinitely with respect to matters covered by sections 2.03, 2.04, 3.01, 3.11, 3.12(a), and 4.01; (b) with respect to all other representations and warranties, until the earlier of (i) 60 days after the expiration of all applicable statutes of limitations (including all periods of extension) or (ii) the third anniversary of the Closing Date. The covenants of the parties contained in this agreement shall continue to be fully effective and enforceable indefinitely following the Closing Date; provided, that the covenants contained in sections 9.01(a)(i) and 9.03(a)(i) shall survive, with respect to each representation contained in this agreement, for a period equal to the survival of such representation as described in the preceding sentence. Notwithstanding the foregoing:

(i) any representation, warranty or covenant that would otherwise terminate in accordance with this section 9.06 (and the right to indemnification relating to a breach or default thereof) will continue to survive, if written notice has been given by the applicable Indemnitee on or before such expiration of such representation or covenant, until the claim for indemnification has been satisfied or otherwise resolved as provided in this article, and

(ii) in the event of intentional misrepresentation or fraud in the making of any representation, or intentional nonfulfillment or breach of any covenant in this agreement, all representations and covenants that are the subject of the intentional

misrepresentation, fraud or intentional nonfulfillment or breach, shall survive until 60 days after the expiration of all applicable statutes of limitations (including all periods of extension) with respect to matters covered thereby, and

(iii) covenants to be performed or complied with after the Closing Date will survive the Closing for the term specified therein, or, if no term is specified, until the covenant or agreement has been performed or waived by the Person with authority to waive such covenant or agreement.

9.07. Exclusive Remedies; Clean Hands. Other than claims for fraud or equitable relief (which equitable relief claims are nevertheless subject to section 9.06), any claim arising under this agreement or in connection with or as a result of the transactions contemplated by this agreement or any Losses alleged to be suffered by any party as a result of the actions or failure to act by any other party shall, unless otherwise specifically stated in this agreement, be governed solely and exclusively by the provisions of this article 9. No party shall be entitled to seek indemnification or equitable remedies against any other party for a breach or default by the other party of its obligations under this agreement if the party seeking indemnification or seeking to enforce the breach or default has failed to perform in any material respect any of its obligations under this agreement, including its obligations under article 9.

## 10. DISPUTES

10.01. Dispute Resolution. In the event there occurs a dispute between Seller, on the one hand, and Buyer, on the other hand, regarding the interpretation of, or otherwise arising out of, this agreement (a "**Dispute**"), the parties shall follow the procedures set forth below in this section 10.01:

(a) A party which in good faith believes that a Dispute exists shall provide written notice to the other parties to this agreement, with such notice setting forth the details of the Dispute (the "**Dispute Notice**");

(b) During the thirty day period following receipt of the Dispute Notice, one or more senior management representatives from each of Seller, on the one hand, and Buyer, on the other hand, shall use their reasonable commercial efforts to meet and confer in order to attempt to resolve the Dispute;

(c) If the parties are unable to resolve the Dispute during such thirty day period, either Seller or Buyer may notify the other parties to this agreement (the "**Mediation Notice**") of their desire to submit the Dispute to non-binding mediation under the Commercial Mediation Procedures of the American Arbitration Association (the "**Mediation Procedures**"). Seller, on the one hand, and Buyer, on the other hand, will jointly appoint a mutually acceptable mediator; provided, that if Seller and Buyer is unable to agree upon the identity of such a mediator, the mediator shall be determined in accordance with the Mediation Procedures. The mediation shall be conducted in Chicago, Illinois within sixty calendar days of the Mediation Notice. The costs of such mediation, including the mediator's fees and expenses, shall be borne equally by Seller, on the one hand, and Buyer, on the other hand.

10.02. Prerequisite to Lawsuit. No party hereto shall be entitled to file a lawsuit against the other party hereto (with the exception of claims for equitable relief) unless and until (a) all of the procedures described above in section 10.01 have been followed and (b) the non-binding mediation described in section 10.01(c) has concluded.

10.03. Specific Performance.

(a) Seller acknowledges that the Hospital Businesses and the Assets are unique, that a failure by Seller to complete the transactions contemplated by this agreement will cause irreparable injury to Buyer, and that actual damages for any such failure may be difficult to ascertain and may be inadequate. Accordingly, subject to the applicable laws of equity Buyer shall be entitled to specific performance of any of the provisions of this agreement in addition to any other legal or equitable remedies to which Buyer may otherwise be entitled for a failure by Seller to complete the transactions contemplated by this agreement.

(b) Buyer and Vanguard acknowledge that a failure by Buyer to complete the transactions contemplated by this agreement will cause irreparable injury to Seller, and that actual damages for any such failure may be difficult to ascertain and may be inadequate. Accordingly, subject to the applicable laws of equity Seller shall be entitled to specific performance of any of the provisions of this agreement in addition to any other legal or equitable remedies to which Seller may otherwise be entitled for a failure by Buyer to complete the transactions contemplated by this agreement.

11. GENERAL

11.01. Schedules. The schedules and all exhibits and documents referred to in or attached to this agreement are integral parts of this agreement as if fully set forth in this agreement and all statements appearing therein shall be deemed to be representations. From the date of this agreement until the Closing, the parties agree that either Seller or Buyer may further update the schedules and exhibits as necessary, subject to the terms of sections 5.28, 6.07 and 7.13. Nothing in the schedules shall be deemed adequate to disclose an exception to a representation made in this agreement unless the schedule identifies the exception with reasonable particularity and, without limiting the generality of the foregoing, the mere listing of a document as an exception to any representation shall not be deemed to disclose the contents of such document as an exception to any representation. Any matter disclosed in an article 3 schedule shall be deemed a disclosure to in respect to all section of article 3 to which it is reasonably apparent that such disclosure should apply, other than sections 3.06 or 3.30.

11.02. CON Disclaimer. This agreement shall not be deemed to be an acquisition or obligation of a capital expenditure or of funds within the meaning of the certificate of need laws of any state, until the appropriate Governmental Authorities shall have granted a certificate of need or other appropriate approval or exemption or determined that no certificate of need or other approval or exemption is required.

11.03. Tax and Government Health Program Effect. None of the parties (nor such parties' counsel or accountants) has made or is making in this agreement any representation to any other party (or such party's counsel or accountants) concerning any of the Tax or Government Health Program effects or consequences on the other party of the transactions provided for in this agreement. Each party represents that it has obtained, or may obtain, independent Tax and Government Health Program advice with respect thereto and upon which it, if so obtained, has solely relied.

11.04. Reproduction of Documents. This agreement and all documents relating hereto, including consents, waivers and modifications that may hereafter be executed, the Closing Documents, financial statements, certificates and other information previously or hereafter furnished to any party, may be reproduced by any party by any photographic, microfilm, electronic or similar process and the parties may destroy any original documents so reproduced. The parties stipulate that any such reproduction shall be admissible in evidence any Proceeding (whether or not the original is in existence and whether or not such reproduction was made in the ordinary course of business) and that any enlargement, fax or further reproduction of such reproduction shall likewise be admissible in evidence.

11.05. Consented Assignment. Notwithstanding anything in this agreement to the contrary, this agreement shall not constitute an agreement to assign any Assumed Contract, claim or other right if the assignment or attempted assignment thereof without the consent of another Person would (i) constitute a breach thereof or in any material way affect the rights of Seller thereunder, (ii) be ineffective or render the Contract void or voidable, or (iii) materially affect Seller's rights thereunder so that Buyer would not in fact receive all such rights. In any such event, Seller shall cooperate in any reasonable arrangement designed to provide for Buyer the benefits under any such Contract, claim or right, including enforcement of any and all rights of Seller against the other Person arising out of the breach or cancellation by such other Person or otherwise. After Closing, the parties shall continue to use good faith efforts to obtain the consent of the assignment of such Contract, claim or right.

11.06. Time of Essence. Time is of the essence in the performance of this agreement, *provided* that, if the day on or by which a notice must or may be given, or the performance of any party's obligation is due, is a Saturday, Sunday or holiday for banks in Chicago, Illinois, then the day on or by which such notice must or may be given, or that such performance is due, shall be extended to the first business day thereafter. No waiver of this section will be effective unless it is in writing and signed by the party granting the waiver.

11.07. Consents, Approvals and Discretion. Except as expressly provided to the contrary in this agreement, whenever this agreement requires any consent or approval to be given by any party or any party must or may exercise discretion, such consent or approval shall not be unreasonably withheld, delayed or conditioned and such discretion shall be reasonably exercised.

11.08. Choice of Law; Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflicts of laws rules that would apply the laws of another jurisdiction. The parties hereby waive their right to assert in any proceeding involving this agreement that the law of any jurisdiction other than the State of Illinois

shall apply to such dispute; and the parties hereby covenant that they shall assert no such claim in any dispute arising under this agreement. Any proceeding which arises out of or relates in any way to the subject matter of this agreement shall be, subject to the terms of section 10.02, brought exclusively in the Circuit Court of Cook County or the United States District Court for the Northern District of Illinois. The parties hereby consent to the jurisdiction of the State of Illinois and waive their right to challenge any proceeding involving or relating to this agreement on the basis of lack of jurisdiction over the person or forum non conveniens.

11.09. Assignment. No party may assign this agreement without the prior written consent of the other parties, *provided* that Buyer may assign this agreement, in whole or in part, to any Affiliate of Buyer, and to any other Person who takes title to all or any portion of the Assets in connection with Buyer's financing (including a sale/leaseback) of the transactions described in this agreement; *provided* that Vanguard's guaranty contained in article 12 shall cover any assignee obligations and liabilities.

11.10. Third Party Beneficiary. This agreement (including provisions regarding employee and employee benefit matters) are intended solely for the benefit of the parties, Buyer's Designees (if any), and (in their capacities as Indemnified Persons) Buyer's Indemnified Persons and Seller's Indemnified Persons, and are not intended to confer third-party beneficiary rights upon any other Person. Any reference in this agreement to one or more Employee Benefit Plans of Buyer includes provisions, if any, in such plans permitting their termination or amendment and any covenant in this agreement to provide any Employee Benefit Plan shall not be deemed or construed to limit Buyer's right to terminate or amend such plan of Buyer in accordance with its terms.

11.11. Waiver of Breach, Right or Remedy. The waiver by any party of any breach or violation by another party of any provision of this agreement or of any right or remedy permitted the waiving party in this agreement (a) shall not waive or be construed to waive any subsequent breach or violation of the same provision (b) shall not waive or be construed to waive a breach or violation of any other provision, and (c) to be effective must be in writing and may not be presumed or inferred from any party's conduct. Except as expressly provided otherwise in this agreement and subject to the terms of article 10, no remedy conferred by this agreement is intended to be exclusive of any other remedy, and each and every remedy shall be in addition to every other remedy granted in this agreement or now or hereafter existing at law or in equity, by statute or otherwise. The election of any one or more remedies by a party shall not constitute a waiver of the right to pursue other available remedies. In addition to any other rights and remedies any party may have at law or in equity for breach of this agreement, each party shall be entitled to seek an injunction to enforce this agreement.

11.12. Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given if given in writing (a) on the date tendered by personal delivery, (b) on the date received by fax or other electronic means, (c) on the date tendered for delivery by nationally recognized overnight courier, or (d) on the date tendered for delivery by United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, in any event addressed as follows:

If to Buyer or Vanguard: Vanguard Health Systems, Inc.  
20 Burton Hills Boulevard, Suite 100  
Nashville, Tennessee 37215  
Attn: General Counsel  
Fax: 615.665.6197

If to Seller (before Closing): Holy Cross Hospital  
2701 West 68th Street  
Chicago, Illinois 60629  
Attn: Chief Executive Officer  
Fax: 773.884.8001

If to Seller (after Closing): Holy Cross Hospital  
2601 West Marquette Road  
Chicago, Illinois 60629  
Attn: President  
Fax: 773.776.8755

or to such other address or number, and to the attention of such other Person, as any party may designate in writing in conformity with this section.

11.13. Misdirected Payments. Seller shall remit to Buyer with reasonable promptness any monies received by Seller or otherwise in Seller's possession constituting or in respect of the Assets and Assumed Liabilities. Buyer shall remit to Seller with reasonable promptness any monies received by Buyer or otherwise in Buyer's possession constituting or in respect of the Excluded Assets and Excluded Liabilities. Any amounts due Buyer by Seller or one of their Affiliates, or due Seller by Buyer or their Affiliate, may be offset against monies or other funds held by the party entitled to payment.

11.14. Severability. If any provision of this agreement is held or determined to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party under this agreement will not be materially and adversely affected thereby: (a) such provision will be fully severable; (b) this agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this agreement; (c) the remainder of this agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this agreement; and (d) instead of such illegal, invalid or unenforceable provision, there will be deemed to be added to this agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

11.15. Entire Agreement; Amendment. This agreement and the Confidentiality Agreement (as defined below) supersede all previous contracts, agreements and understandings and constitute the entire agreement of whatsoever kind or nature existing between or among the parties representing the within subject matter and no party shall be entitled to benefits other than those specified in this agreement and the Confidentiality Agreement. As between or among the parties, any oral or written representation, agreement or statement not expressly incorporated in this agreement or the

Confidentiality Agreement, whether given before or on the date of this agreement or the Confidentiality Agreement, shall be of no force and effect unless and until made in writing and signed by the parties on or after the date of this agreement. The representations set forth in this agreement shall survive the Closing and remain in full force and effect as provided in article 9, and shall survive the execution and delivery of all other agreements, instruments or other documents described, referenced in or contemplated by this agreement and shall not be merged herewith or therewith. Each representation and covenant in this agreement has independent significance and if any party has breached any representation or covenant in any respect, whether there exists another representation or covenant relating to the same subject matter (regardless of the relative level of specificity) that such party has not breached shall not detract from or mitigate the party's breach of the first representation or covenant. This agreement may not be amended except in a written instrument executed by the parties.

11.16. Counterparts; Transmission by Electronic Means. This agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. This agreement, and any executed counterpart of a signature page to this agreement, may be transmitted by fax or e-mail, and delivery of an executed counterpart of a signature page to this agreement by fax or e-mail shall be effective as delivery of a manually executed counterpart of this agreement.

11.17. Interest. Any monies required to be paid by any party to another party pursuant to this agreement shall be due two business days after demand therefore, unless another date or time for payment is specified otherwise in this agreement, and monies not paid when due shall accrue interest from and after the due date to and including the date full payment is made at an annual rate equal to the average prime rate of Bank of America, N.A., during such period plus three percent *per annum*.

11.18. Drafting. No provision of this agreement shall be interpreted for or against any Person on the basis that such Person was the draftsman of such provision, and no presumption or burden of proof shall arise favoring or disfavoring any Person by virtue of the authorship of any provision of this agreement.

11.19. Confidentiality; Public Announcements.

(a) Except as required by Legal Requirements, Seller, on the one hand, and Buyer and Vanguard, on the other hand, shall keep this agreement and its contents confidential and not disclose the same to any Person (except SSC, the RCAC and the parties' attorneys, accountants or other professional advisors and except to the applicable Governmental Authorities in connection with any required notification or application for approval or a license or exemption therefrom) without the prior written consent of the other party. With respect to information provided by any party to any other party in connection with and relative to the transactions contemplated by this agreement, the executed Confidentiality Agreement dated June 1, 2009, in respect of confidentiality between Vanguard and Seller (the "Confidentiality Agreement") is incorporated herein by this reference and shall remain in effect until Closing.

(b) At all times before the Closing, Seller, on the one hand, and Buyer, on the other hand, will consult with the other before issuing or making any reports, statements or releases to the public with respect to this agreement or the transactions contemplated by this agreement and will use good faith efforts to obtain the other party's approval of the text of any public report, statement or release to be made on behalf of such party. If either party is unable to obtain the approval of its public report, statement or release from the other party and such report, statement or release is, in the opinion of legal counsel to such party, necessary to discharge such party's disclosure obligations under law, then such party may make or issue the legally required report, statement or release and promptly furnish the other party a copy thereof. Nothing in this agreement shall prohibit any party from responding to questions presented by the press or media without first obtaining prior written consent of the other party, so long as the responses provided are otherwise consistent with the terms of this agreement.

## 12. GUARANTEE

Vanguard, as principal obligor and not merely as a surety, hereby unconditionally guarantees full, punctual and complete performance by Buyer of all of Buyer's obligations under this agreement and each of the Closing Documents (including payment obligations) subject to the terms hereof and thereof and so undertakes to Seller that, if and whenever Buyer is in default, Vanguard will on demand duly and promptly perform or procure the performance of Buyer's obligations. The foregoing guarantee is a continuing guarantee and will remain in full force and effect until the obligations of Buyer under this agreement have been duly performed or discharged and will continue to be effective or will be reinstated if any sum paid to Seller must be restored by Seller upon the bankruptcy, liquidation or reorganization of Buyer. Vanguard's obligations under this section shall not be affected or discharged in any way by any Proceeding with respect to Buyer under any federal or state bankruptcy, insolvency or debtor relief laws. Vanguard's board of directors has approved Vanguard's execution of this agreement and the performance of its obligations hereunder.

The parties have caused this agreement to be executed in multiple originals by their duly authorized officers as of the date of this agreement.

HOLY CROSS HOSPITAL

By: Wayne M. Lewis  
Title: PRESIDENT & CEO

HOSPITAL DEVELOPMENT COMPANY  
NUMBER 2, INC.

By: [Signature]  
Title: EXECUTIVE VICE PRESIDENT

VANGUARD HEALTH SYSTEMS, INC.

By: [Signature]  
Title: VICE CHAIRMAN

Exhibit 2.05(b)  
Net Working Capital Calculation

**Holy Cross Hospital  
Working Capital Calculation**

**Net Working Capital**

<b>ASSETS</b>	
Patient accounts receivable	34,091,329
Liase allowances	<u>(22,158,815)</u>
Net patient accounts receivable	11,932,514
Prepaid expenses	743,818
Prenotes	1,563,625
Other current assets	<u>37,070</u>
Working Capital Assets	<u>14,276,034</u>
<b>LIABILITIES</b>	
Accounts payable	4,875,018
Accrued salaries and expenses	2,173,834
Accrued Third Party performance	0
Accrued Pre-Note Off	<u>7,658,468</u>
Working Capital Liabilities	<u>9,845,718</u>
<b>Net working capital</b>	<u><b>4,430,316</b></u>

**The following accounts are shown based on consolidation entries**

1000 0200	AR HOSPITAL PATIENTS	AR HOSPITAL PATIENTS
1000 0201	AR HOSPITAL PATIENTS	PAYMENT AR OTHER
1000 0204	AR HOSPITAL PATIENTS	AR PHYSICIAN PRACTICES
1000 0205	AR HOSPITAL PATIENTS	NEUROLOGY AR EPIDEMIOLOGY SERV
1000 0206	AR HOSPITAL PATIENTS	AR PHYSICIAN PRACTICE 116
		STAKE RE
1000 0410	UNCOLLECTIBLE AR PROVISION	ALLOWANCE FOR UNCOLLECTIBLE ACCOUNTS
1000 0411	UNCOLLECTIBLE AR PROVISION	ALLOW BAD DEBTS 45% PRACT
1000 0414	UNCOLLECTIBLE AR PROVISION	RESERVE FOR BAD DEBT 1% PRACTICES
1000 0419	AR HOSPITAL PATIENTS	PHYSICIAN PRACTICES TAG CA
1000 0420	UNCOLLECTIBLE AR PROVISION	CONTRACTS FOR PHY PRACTICES
1000 0421	UNCOLLECTIBLE AR PROVISION	PHYSICIAN PRACTICE AR PRACTICES 1000
1000 0422	UNCOLLECTIBLE AR PROVISION	RESERVE ON AR 1000
1000 0423	UNCOLLECTIBLE AR PROVISION	RESERVE ON AR 1000
1000 0424	UNCOLLECTIBLE AR PROVISION	RESERVE ON AR OUTPATIENT
1000 0425	UNCOLLECTIBLE AR PROVISION	RESERVE ALLOW AR
1000 0426	UNCOLLECTIBLE AR PROVISION	RESERVE NET PRAC 1000 ALLOWANCE
		Allowance for Discounts & Unavailability AR
1100 1000	INVENTORY - PHARMACY	PHARMACY
1100 1001	INVENTORY - SURGICAL	SURGERY SUPPLIES
1100 1002	INVENTORY - GENERAL SERVICE	GENERAL SERVICE
1100 1003	INVENTORY - CATH LAB	CATH LAB
		Inventory
1000 0700	AR MOTHERHOUSE REGISTRY	MOTHERHOUSE REGISTRY
1000 0701	INVENTORY - MOTHERHOUSE	MOTHERHOUSE INVENTORY
1000 0702	AR MOTHERHOUSE	REGISTRY
1000 0703	AR MOTHERHOUSE	REGISTRY
1000 1100	PREPAID EXPENSES	PREPAID EXPENSES
1000 1101	PREPAID EXPENSES	PREPAID EXPENSES
1000 1102	PREPAID EXPENSES	PREPAID EXPENSES
1000 1103	PREPAID EXPENSES	PREPAID EXPENSES
1000 1104	PREPAID EXPENSES	PREPAID EXPENSES
1000 1105	PREPAID EXPENSES	PREPAID EXPENSES
2000 4000	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE
2000 4001	ACCOUNTS PAYABLE	MONTH END ACCOUNTS
2000 4002	ACCOUNTS PAYABLE	ACCOUNTS
2000 4003	ACCOUNTS PAYABLE	PATIENT CREDIT SERVICES
2000 4004	ACCOUNTS PAYABLE	LIABILITY SETTLEMENT COMPANION
		ACCOUNTS PAYABLE
1100 1107	BUILD SECURITY DEPOSITS	SECURITY DEPOSITS OTHER
0100 4100	EMPLOYER FICA TAX	EMPLOYER FICA TAX
2000 4101	FEDERAL TAXES WITHHELD	FEDERAL TAXES WITHHELD
2000 4102	FICA WITHHELD	FICA WITHHELD
2000 4103	FICA WITHHELD	FICA WITHHELD
2000 4104	STATE TAXES WITHHELD	STATE TAXES WITHHELD
2000 4105	VISION CARE PLAN	VISION CARE PLAN
2000 4106	CREAT UNION	UNION DUES
2000 4107	FLEXIBLE SPENDING	HEALTHCARE
2000 4108	FLEXIBLE SPENDING	CHILD CARE
2000 4109	WAGE ACCUMULATIONS	WAGE ACCUMULATIONS
2000 4110	AMPLIFIED WITHHELD	GROUP DEFERMENT PLAN
2000 4111	SAVINGS BEHALF WITHHELD	401K SAVINGS PLAN
2000 4112	SHORT TERM WITHHELD	SHORT TERM WITHHELD
2000 4113	ACCUMULATED PAYROLL	ACCUMULATED PAYROLL
2000 4114	OUTSTANDING CHECKS	PAYROLL ACCUMULATED CHECKS
2000 4115	OUTSTANDING CHECKS	ACCOUNTS PAYABLE ON CHECKS
2000 4116	OUTSTANDING CHECKS	PATIENT PROMISSORY
2000 4117	HEALTH INSURANCE	HEALTH INSURANCE
		Accrued salaries and expenses
2000 4118	ACCUMULATED PTO	ACCUMULATED PTO

**The following accounts are not included:**

1000 0300	LINE CREDIT YEAR	LINE CREDIT YEAR
1000 0301	LINE CREDIT YEAR	LINE CREDIT YEAR
2000 0302	ESTIMATED LIABILITY	ACCOUNTS RECEIVABLES CORRECTION
2000 0303	MEDICARE PAYABLE	MEDICARE LIABILITY
2000 0304	MEDICARE PAYABLE	EST LIAB 1000 MEDICARE AND AUTO OFF
2000 0305	LINE CREDIT PAYABLE	CREDIT YEAR LINE CREDIT 1000
2000 0306	LINE CREDIT PAYABLE	LINE CREDIT YEAR LIABILITY
2000 0307	DUE TO MEDICARE - RAC ALIQUOT	DUE TO MEDICARE - RAC ALIQUOT
2000 0308	DUE TO ADMINISTRATIVE	DUE TO ADMINISTRATIVE

Exhibit 5.10  
Allocation of Purchase Price

Exhibit 5.24  
Stewardship Agreement

## STEWARDSHIP AGREEMENT

THIS STEWARDSHIP AGREEMENT ("Agreement"), dated \_\_\_\_\_, 2010 ("Effective Date"), is between the Sisters of St. Casimir ("SSC") and Hospital Development Company Number 2, Inc. ("Buyer").

### RECITALS:

A. The SSC is a congregation of women religious organized as a public juridic person under the laws of the Roman Catholic Church and serves as the sponsor of Holy Cross Hospital. The SSC conduct their activities through an Illinois not-for-profit corporation recognized as an organization exempt from taxes under the laws of the State of Illinois and the United States; and

B. Holy Cross Hospital, an Illinois not-for-profit organization ("HCH"), is the owner and operator of a hospital located in Chicago, Illinois (the "Hospital"). HCH is recognized as an organization exempt from taxes under the laws of the State of Illinois and the United States; and

C. Buyer is a party to an asset purchase agreement dated December 14, 2010, as amended from time to time (the "Purchase Agreement"), with HCH and Vanguard Health Systems, Inc., pursuant to which HCH agreed to sell and transfer to Buyer substantially all of the assets and properties of the Hospital; and

D. HCH is Roman Catholic in origin and philosophy, and has a strong and long-lasting tradition founded in and has operated the Hospital in accordance with the principles and tenets of the Catholic faith; and

E. Buyer acknowledges that for more than 80 years health care services provided by the Hospital have been delivered in accordance with the values of the Catholic faith recognizing the dignity of the individual with reverence, acceptance, compassion and hospitality in order to improve the health of the whole person and Buyer desires that services will continue to be delivered by the Hospital in such manner under its ownership; and

F. Buyer has agreed that the Hospital will continue to be operated as a Catholic hospital as provided herein in accordance with the traditions of Catholic health care; and

G. The continued operation of the Hospital as a Catholic hospital with oversight by the SSC under the terms of this Agreement with respect to HCH's Catholic identity is a primary consideration of the SSC's and HCH's agreement to transfer ownership and control of the Hospital to Buyer; and

H. The parties agree to maintain the Catholic identity of the Hospital and to use this Agreement as a framework within which to continue the moral, ethical, and Catholic traditions, practices and teachings within the Hospital; and

I. The parties have consulted with the Roman Catholic Archdiocese of Chicago ("RCAC") in the development of this Agreement and the RCAC has determined that the relationship this Agreement creates between the SSC and Buyer, if properly implemented and enforced, will enable the Hospital to operate as a Catholic institution and to continue to be recognized by the RCAC as such; and

J. Buyer believes that it is in the best interests of the communities served by the Hospital to affect the transfer of ownership and control of the Hospital to Buyer and enter into this Agreement to preserve the Hospital as a Catholic institution.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises contained in this Agreement, and intending to be legally bound, the parties agree as follows:

## ARTICLE 1. FUNDAMENTAL PRINCIPLES

### 1.1 Fundamental Principles of Governance.

(a) Ownership and control of the Hospital will be transferred to Buyer at the closing of the transaction described in the Purchase Agreement and as of the date and time set forth therein (the "Closing"). Notwithstanding the oversight authority granted by this Agreement to the SSC with respect to the Catholic identity of the Hospital, the SSC has no right, title, claim or other interest in and to any property of Buyer, including the Hospital, as ecclesiastical property or otherwise, whether such property is now owned or hereafter acquired.

(b) The SSC shall perform the oversight, monitoring and other responsibilities associated with maintaining and strengthening the Catholic identity and mission of the Hospital as set forth in this Agreement. The SSC will not have any authority with respect to Buyer, or any subsidiary or affiliate of Buyer, other than the contractual rights provided in this Agreement, the Purchase Agreement or any agreement between the parties with respect to the moral, ethical, and Catholic traditions, practices and teachings of the Hospital.

(c) Nothing contained in the Purchase Agreement or this Agreement will be construed to prohibit or limit the authority of Buyer to consolidate at any time administrative, management, or other business functions of the Hospital with any other hospitals owned or operated by Buyer or its subsidiaries.

1.2 Fundamental Principles Regarding Catholic Identity. Buyer will cause the Hospital to be operated in a manner that maintains its designation and identity as Catholic by the RCAC. As such, Buyer will be operated and shall operate the Hospital in a manner that is consistent with the moral, ethical and social teachings of the Roman Catholic Church including, but not limited to, those teachings and prescriptions expressed in the *Ethical and Religious Directives for Catholic Health Care Services* (the "Directives") as amended from time to time and approved by the United States Conference of Catholic Bishops and interpreted by the RCAC. A copy of the current Directives is attached as Exhibit 1.2 and incorporated herein by reference (if the Directives are amended, such amended Directives will be deemed attached hereto as the successor Exhibit 1.2 and incorporated herein by reference).

### 1.3 Commitment to Protect Catholic Identity of the Hospital.

(a) For purposes of this Agreement, the term "affiliate" means an entity which controls, is controlled by, or is under common control with an entity, whether pre- or post-Closing. The term "control" means the ability to vote 50% or more of the voting stock or other equity interest in an entity. "Buyer Facilities" means the Hospital and all other inpatient, outpatient and/or office facilities that are owned or leased by Buyer or operated as part of, identified with or otherwise held out as part of the services offered by the Hospital, whether owned or leased by Buyer or an affiliate of Buyer. "Fiscal Year" means the period from July 1 through June 30.

(b) Buyer acknowledges that grave scandal can be caused under Catholic ethical teachings by referring, recommending and/or performing Abortions, Euthanasia or Physician Assisted Suicide; by any employee or other party affiliated with the Hospital (including a physician, pharmacist, technician or tenant) providing any referral and/or recommendation for and/or prescribing, distributing, fitting of devices, prescribing/offering medications to and/or providing or performing procedures (including the provision of contraceptive services) whose sole intended outcome is either temporary or permanent Sterilization as well as the prescribing, referral and/or recommendation for assistance in any reproductive measure beyond diagnosis; providing assisted reproductive services (including, but not limited to in vitro fertilization); or providing or performing any other services, procedures or techniques violative of the Directives ("Prohibited Practices") at Buyer Facilities. Accordingly, Buyer will assure that Prohibited Practices will not occur within any of the Buyer Facilities. Violation of the foregoing commitment shall constitute a material breach of this Agreement remedied by specific performance pursuant to Section 5.4. On an annual basis Buyer will certify to the SSC that no Prohibited Practices have occurred within any of the Buyer Facilities.

(c) For purposes of this Section 1.3:

"Abortion" means the directly intended termination of pregnancy before viability or the directly intended destruction of a viable fetus. Every procedure whose sole immediate effect is the termination of pregnancy before viability is an abortion, which, in its moral context, includes the interval between conception and implantation of the embryo;

"Assisted Reproductive Services" means any action whose intent, measures and outcome(s) replace heterosexual intercourse as the means and context for the unassisted conception of new human life. It also includes any participation in or with measures involving embryonic sale, freezing, cell retrieval or implantation as well as the retrieval, use or sale of human gametes;

"Euthanasia" means an action or omission that of itself or by intention causes death in order to alleviate all suffering;

"Physician-Assisted Suicide" means euthanasia attended by a physician;

and

"Sterilization" means any action whose sole intent and outcome is to prevent natural conception from occurring as the result of heterosexual intercourse between consenting parties.

(d) Buyer shall assure that any monies generated from procedures performed at any health care facility owned by Buyer or any affiliate of Buyer that violate the Directives will not be used to support, in any way, the Hospital.

1.4 Non-Disparagement. No member of the management of Buyer will speak against or in any way communicate to any audience criticism of the values, principles and guidelines of the Catholic Church as evidenced in the Directives.

1.5 Sponsorship. The SSC will continue as the sponsor of the Hospital and will be designated as the sponsor in all Hospital signage, informational materials and other media, as appropriate. The RCAC recognizes the continued sponsorship of the Hospital by the SSC and its continuous recognition as a Catholic hospital. A copy of a statement affirming the RCAC's recognition of sponsorship and Catholicity is attached hereto as Exhibit 1.5.

1.6 Access Agreement. Buyer agrees to accept assignment of and to assume all of the rights and responsibilities of HCH under that certain Affiliation Agreement dated February 17, 2010, entered into by and between HCH and Access Community Health Network, Inc., and all ancillary agreements associated therewith. A true and complete copy of this agreement is attached hereto as Exhibit 1.6

## ARTICLE 2. CATHOLIC SERVICES AND OFFICES AT THE HOSPITAL

2.1 Vice President of Mission Effectiveness. Buyer will maintain the position of Vice President of Mission Effectiveness as a member of the Hospital's senior management team with competitive salary and benefits. The Vice President of Mission Effectiveness shall be of the Catholic faith and in communion with the Church. The SSC shall be consulted in determining the qualifications appropriate for the office of Vice President of Mission Effectiveness and shall participate in the selection of the person to hold such office. The person selected to be the Vice President of Mission Effectiveness shall be satisfactory to the SSC.

### 2.2 Mission Effectiveness Departments.

(a) Because the parties believe that health care is a social good and human right, Buyer will maintain, adequately fund and resource a Mission Effectiveness Department at the Hospital. The Mission Effectiveness Department will assist Hospital leadership in promoting the values and teachings of the Roman Catholic Church. The budgeted amount for the Mission Effectiveness Department (including pastoral care, as set forth in Section 2.4, below) shall not be less than \$400,000/year, plus annual increases equal to the percentage increase in the consumer price index. The initial budget for the Mission Effectiveness Department is attached as Exhibit 2.2.

(b) The Mission Effectiveness Department will ensure that the Hospital continues to deliver health care services in accordance with the Catholic values of dignity of the individual with reverence, acceptance, compassion and hospitality in order to improve the health of the whole person.

(c) The Mission Effectiveness Department and the SSC will provide continuing education on Catholic ethical and social teachings to the Hospital advisory board, Hospital management personnel and Hospital employees to insure that ethical decisions are an integral part of the Hospital business, human resource and patient care decisions.

2.3 Ethics Committee. Buyer will establish an Ethics Committee as contemplated by the Directives. At least one designee of the SSC will serve as a member of the Ethics Committee. The Vice President for Mission Effectiveness will serve on the Ethics Committee and will conduct mandatory education and training sessions for the other members of the Ethics Committee concerning Catholic principles of medical ethics and, in particular, the Directives, with oversight of the contents of such education and training by the SSC. The Ethics Committee will assist the SSC in conducting bi-annual audits of the Hospital to ensure compliance with this Agreement. An ethicist of the Catholic faith, in communion with the Church and approved by the RCAC, shall serve in an advisory capacity to the Ethics Committee.

2.4 Pastoral Care. Buyer will maintain and financially support a Pastoral Care Director and to maintain a properly staffed and adequately funded Pastoral Care Department, in substantially the same manner as it has historically been maintained and supported. The Pastoral Care Department will be available to all patients, family members, health care professionals and employees at the Hospital. The services of the Pastoral Care Department will be provided throughout the continuum of care provided by the Hospital. The budget for the Pastoral Care Department is encompassed within the Mission Effectiveness budget set forth in Exhibit 2.2..

2.5 Chapel(s). Buyer will maintain the chapel at the Hospital as a Catholic chapel with the Blessed Sacrament. The chapel will be under the authority of the Pastoral Care Director of the Hospital.

2.6 Catholic Symbols and Items. Buyer will maintain all existing signage, symbols and images of Catholic identity, both within and without the facilities and will maintain insurance for religious items and artifacts located in the Hospital, including the chapel.

2.7 Sister Presence. To support the Catholicity of the Hospital, Buyer shall encourage the presence of members of the SSC through the retention of those Sisters currently employed by the Hospital (so long as they continue to be qualified to fulfill the responsibilities of their positions) and welcoming Sisters to fill volunteer positions at the Hospital, so long as they are willing and able.

2.8 Catholic Health Organizations. Buyer will cause the Hospital to maintain in good standing its membership in the Catholic Health Association or its successor organization ("CHA"), the Illinois Catholic Health Association ("ICHA"), as long as such membership is permitted by CHA and ICHA.

2.9 Name and Marketing. Buyer will continue to market the Hospital and its services under the existing Hospital name. Any websites or marketing materials maintained by Buyer or any affiliate shall indicate the Hospital's designation as a Catholic Hospital and its compliance with the Directives. Any marketing materials for Buyer-owned hospitals in the Chicago area, including materials on the world wide web, shall not contain materials promoting services or procedures violative of the Directives.

2.10 Consultation. The President and Chief Executive Officer of Buyer and a designee appointed by the SSC will each have the right to consult with the other regarding the moral, ethical and Catholic traditions, practices and teachings of the Hospital or the operation of the Hospital as a Catholic institution generally.

2.11 Powers of the SSC. The SSC shall have the following powers with respect to the Hospital:

(a) the right to nominate one-third (1/3) of the members of the Hospital's Advisory Board for appointment by Buyer's board of directors;

(b) reasonable approval of the appointment of all members of the Ethics Committee;

(c) reasonable approval of the mission, philosophy and values statements of the Hospital;

(d) the right to be consulted by Buyer regarding the selection of the Chief Executive Officer of the Hospital ("CEO"), provided that such consultation shall be limited to assuring that the CEO is able to oversee the mission and operation of the Hospital in a manner which will assure its continued Catholicity;

(e) reasonable approval of the Vice President of Mission Effectiveness;

(f) ability to remove the Vice President of Mission Effectiveness in the event of "grave scandal" as determined in the sole discretion of the RCAC or the failure of the Vice President of Mission Effectiveness to keep the Hospital in material compliance with the terms of this Agreement; and

(g) reasonable approval of the Hospital's charity care policy.

### ARTICLE 3. CONTRACTUAL AUTHORITY OF THE SSC OVER CATHOLIC ISSUES

3.1 Catholic Monitoring Committee. Buyer will establish a Catholic Monitoring Committee ("CMC") as an independent committee within Buyer's governance structure. The purpose of the CMC is to provide a means through which the SSC may identify, monitor and audit the activities of the Hospital to ensure it remains faithful to the moral, ethical, and Catholic traditions, practices and teachings of the Roman Catholic Church. The CMC shall consist of three to six members, all of whom will be appointed by and serve at the pleasure of the SSC; provided, that Buyer shall have the right to approve the individuals to be appointed by the SSC, which approval will be not unreasonably withheld. The CMC will provide a written report to the

SSC and Buyer on an annual basis concerning its monitoring and auditing functions, which report shall be shared with the RCAC. Buyer will provide the SSC and CMC with reasonable access to Buyer personnel, facilities and other resources to assist the CMC in the performance of its duties.

#### ARTICLE 4. STEWARDSHIP FEE; OUT-OF-POCKET EXPENSES

4.1 Amount and Payment of Stewardship Fee. In recognition of the sponsorship oversight provided by the SSC pursuant to this Agreement, Buyer will pay the SSC \$300,000 per Fiscal Year, subject to proration for any partial Fiscal Year. The fee will be payable in advance in quarterly installments of \$75,000 on the first business day of each fiscal quarter during the term of this Agreement.

4.2 Reimbursement of Expenses. All members of the CMC who are not employees of Buyer or its affiliates will be entitled to reimbursement by Buyer for reasonable travel expenses and out-of-pocket costs when attending CMC meetings.

#### ARTICLE 5. RESOLUTION OF DISPUTES REGARDING CATHOLIC ISSUES

##### 5.1 CMC Dispute Resolution Process.

(a) Except with respect to violations of Section 1.2, Section 1.3 and/or Section 1.4, which violations shall be subject to specific performance under Section 5.4, if the Hospital takes any action or holds any public position, or if Buyer or any civil law requires the Hospital to take any action or public position, in any case that is inconsistent with the moral, ethical, and Catholic traditions, practices and teachings of the Roman Catholic Church as expressed in the Directives (a "Catholic Issue"), the members of the CMC will first discuss with the President and CEO of Buyer their concerns regarding that Catholic Issue and any proposed actions relating to such issue in an effort to reach an agreement as to the appropriate action to be taken to cause the Catholic Issue to be consistent with the Directives.

(b) Following such discussions, the CMC may make a written recommendation to Buyer with respect to the Catholic Issue, the proposed actions relating to such issue, and the grounds for such proposed actions.

(c) If Buyer has concerns regarding a Catholic Issue, it may discuss such matter with the CMC or the RCAC.

##### 5.2 Dispute Resolution Process.

(a) If, after following the procedures described in Section 5.1, the CMC and Buyer are unable to agree on an appropriate course of action to alleviate the CMC's concern about the Catholic Issue, either Buyer or the CMC may institute the following process by written notice to the other:

(i) Representatives of Buyer and the SSC will meet within 15 days after the date of written notice. Such representatives will include the CEO of Buyer and such other representatives of Buyer and the SSC as they may choose;

(ii) If the disagreement remains unresolved, either party may request a consultation with the Archbishop of Chicago or his representative as the final interpreter of the Directives.

(b) If the dispute is not resolved through the process described above, the Archbishop of Chicago or his representative, as the final interpreter of the Directives, shall decide the matter and Buyer shall comply with the decision of the Archbishop of Chicago or his representative. Following the above dispute resolution process is a condition precedent to exercising termination provisions or commencing legal action.

5.3 Legal Proceedings. Buyer will advise the CMC of, and solicit the CMC's opinion and consultation regarding, any suit, proceeding, claim, investigation or other proceeding undertaken by any person, governmental agency, court, or other entity against or involving the Hospital and alleging any matter that, if true, would reasonably constitute a Catholic Issue.

5.4 Specific Performance. In the event Buyer violates the provisions of Section 1.2, Section 1.3, Section 1.4 and/or clauses (ii) and (iii) of Section 6.3, the parties agree that the SSC would be irreparably damaged and that any remedy at law for a breach of these provisions of this Agreement would be inadequate. Therefore, the SSC shall be entitled to seek injunctive or other equitable relief in a court of competent jurisdiction against Buyer or Buyer's agents, employees, affiliates, partners or other associates for any breach or threatened breach of Section 1.2, Section 1.3, Section 1.4 and/or clauses (ii) and (iii) of Section 6.3 of this Agreement without the necessity of proving actual monetary loss. Therefore, in the event that Buyer violates this Agreement, then in any suit which may be brought by the SSC for the violation of Section 1.2, Section 1.3, Section 1.4 and/or clauses (ii) and (iii) of Section 6.3(ii) or (iii) in any court having jurisdiction in such event, Buyer agrees that an order may be made in such suit enjoining Buyer from violating said provisions, and an order to that effect may be made pending the litigation as well as a final determination thereof, without the requirement to post bond. Furthermore, such application for such injunction shall be without prejudice to any other right of action which may accrue to the SSC or its successors or assigns by reason of the breach of these provisions.

## ARTICLE 6. TERM AND TERMINATION

6.1 Term. The term of this Agreement will commence as of the date of the Closing and continue in full force and effect unless and until terminated in accordance with this Article 6.

### 6.2 Termination.

(a) This Agreement may be terminated by the mutual written consent of Buyer and the SSC.

(b) This Agreement may be terminated upon not less than 30 days' prior written notice (the "Termination Notice") by the SSC, if a Catholic Issue remains unresolved following the procedures specified in Article 5.

(c) This Agreement will be automatically terminated upon the revocation of the Catholicity of the Hospital by the RCAC.

6.3 Effect of Termination. If this Agreement is terminated, then at the request or demand of the SSC (i) the identity of the Hospital as a Catholic institution will immediately terminate, (ii) Buyer will remove and return to the SSC, at Buyer's expense, all religious symbols, artifacts and ecclesiastical property at the Hospital within 60 days after the effective date of termination, (iii) the Hospital and each other Buyer Facility shall cease using the name "Holy Cross Hospital" or other such designation causing a reasonable individual to presume an affiliation or other relationship with an entity named "Holy Cross Hospital"; (iv) Buyer shall reimburse the Archdiocese of Chicago for reasonable expenses associated with the removal of Catholic identity of the Hospital; and (v) all other obligations of the parties arising from and after the effective date of termination will terminate.

6.4 Exclusive Procedures and Remedies. The procedures set forth in Article 5 and Article 6 are the exclusive procedures for resolving a disagreement concerning a Catholic Issue. In no event will either party be entitled to any monetary damages (other than unpaid fees due pursuant to Section 4.1 or reimbursable expenses not reimbursed), including direct, indirect, consequential, special or punitive damages as a result of any Catholic Issue or as a result of termination pursuant to Article 6.

#### ARTICLE 7. GENERAL PROVISIONS

7.1 Notice. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given if given in writing (i) on the date tendered by personal delivery, (ii) on the date received by fax or other electronic means, (iii) on the date tendered for delivery by nationally recognized overnight courier, or (iv) on the date tendered for delivery by United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, in any event addressed as follows:

If to Buyer:                   Hospital Development Company Number 2, Inc.  
2701 West 68th Street  
Chicago, Illinois 60629  
Attention: President and Chief Executive Officer  
Facsimile: 733.884.8001

With a copy to:               Vanguard Health Systems, Inc.  
20 Burton Hills Boulevard, Suite 100  
Nashville, Tennessee 37215  
Attention: General Counsel  
Facsimile: 615.665.6197

If to the SSC:                 The Sisters of St. Casimir  
Attention: General Superior  
2601 West Marquette Rd.  
Chicago, IL 60629  
Facsimile: 773.776.8755

With a copy to: Lawrence E. Singer  
Lawrence E. Singer, P.C.  
2323 Grey Ave.  
Evanston, IL 60201

or to such other address or number, and to the attention of such other person, as any party may designate in writing in conformity with this section.

7.2 Amendment. No modification, waiver, amendment, discharge, or change of this Agreement will be valid unless in writing and signed by the party against whom enforcement of such modification, waiver, amendment, discharge or change is sought.

7.3 Successor and Assigns; Sale of Hospital.

(a) All of the terms and provisions of this Agreement will be binding upon and will inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties. No party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party, *provided* that the SSC may assign or delegate all or some of its responsibilities and undertakings set forth in this Agreement to another organization recognized by the Roman Catholic Church if such delegation does not (i) prevent the Hospital from continuing to be recognized and sanctioned as being Catholic as provided herein or (ii) increase the financial obligations of Buyer under this Agreement.

(b) If Buyer or any of its subsidiaries intends to sell the Hospital it shall notify the SSC of such sale not less than sixty (60) days in advance of the proposed date of sale; provided, that the SSC shall maintain such information strictly confidential unless such information has been announced publicly. A condition of any such proposed sale shall be an agreement by the purchaser to assume the obligations of Buyer set forth in this Agreement. The SSC may, in its sole and absolute discretion, (i) consent to the assignment of this Agreement in relevant part to the proposed transferee or (ii) terminate this Agreement with respect to the Hospital effective at the time of the closing of the sale of the Hospital. In the event of termination, the provisions of Section 6.3 shall apply. If the SSC does not notify Buyer within 30 days after receipt of the notice that it elects to terminate this Agreement, the SSC will be deemed to have consented to an assignment of this Agreement in relevant part. At the closing of the sale of the Hospital, Buyer and the purchaser shall enter into an agreement pursuant to which the purchaser assumes the obligations of Buyer under this Agreement, except that Buyer and the transferee may allocate between themselves the portion of the stewardship fee to be paid by Buyer and by the transferee. Buyer shall deliver to the SSC a copy of the executed agreement promptly after closing.

7.4 Severability. If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then: (a) the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable will be unaffected; (b) the effect of the ruling will be limited to the jurisdiction of the court or other government body making the ruling; (c) the provision(s) held wholly or partly invalid or unenforceable will be deemed amended, and the

court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein and a provision having a similar economic effect will be substituted; and (d) if the ruling and/or the controlling principle of law or equity leading to the ruling, is subsequently overruled, modified, or amended by legislative, judicial, or administrative action, the provision(s) in question as originally set forth in this Agreement will be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity. This severability clause shall apply only if the integrity of the entire Agreement can otherwise be preserved.

7.5 Choice of Law; Canon Law Conflict. The legal interpretation of this Agreement and the rights and obligations of the parties hereunder will be governed by the laws of the State of Illinois, without regard to choice of law provisions, as to the civil legal terms. Notwithstanding the foregoing, the final arbiter of the applicability of the Directives or other moral, ethical and social teaching of the Roman Catholic Church shall be the RCAC. In the event of a conflict between canon law and civil law with respect to the conduct of the business of the Hospital, civil law will prevail, and nothing in this Agreement will prevent or limit Buyer from complying with civil law at all times.

7.6 Personal Jurisdiction and Venue Selection. Buyer expressly understands and agrees that the SSC conduct their activities through an Illinois not-for-profit corporation with a principal place of business within the State of Illinois. Buyer further agrees that the state and federal courts within the State of Illinois shall have personal jurisdiction over Buyer and Buyer expressly waives any objection to personal jurisdiction over it in the state or federal courts in Illinois. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be filed and litigated exclusively in the State courts located in Cook County, State of Illinois and/or in the Federal court for the Northern District of Illinois. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State courts located in Cook County, State of Illinois and the Federal court for the Northern District of Illinois shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.

7.7 Headings; Use of Terms. All headings in this Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require.

7.8 Counterparts. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. This Agreement, and any executed counterpart of a signature page to this Agreement, may be transmitted by fax or e-mail, and delivery of an executed counterpart of a signature page to this Agreement by fax or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

7.9 Attorneys' Fees. In any litigation arising in connection with the interpretation or enforcement of the terms, conditions or provisions of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs.

7.10 Waiver. The waiver by any party of a breach or violation of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement.

7.11 Construction. This Agreement will not be construed more strictly against any party hereto by virtue of the fact that this Agreement may have been drafted or prepared by such party or its counsel, it being recognized that all of the parties hereto have contributed substantially and materially to its preparation and that this Agreement has been the subject of and is the product of negotiations between the parties.

7.12 Entire Agreement. This Agreement, the exhibits and schedules, and the documents referred to herein, contain the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, representations and statements, oral or written, between the parties on the subject matter hereof.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement as of the date above.

HOSPITAL DEVELOPMENT COMPANY  
NUMBER 2, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title : \_\_\_\_\_

SISTERS OF ST. CASIMIR, an Illinois not-for-profit corporation

By: \_\_\_\_\_  
Name: Sr. Immacula Wendt, the SSC  
Title: President

**EXHIBIT 1.2**

**ETHICAL AND RELIGIOUS DIRECTIVES FOR CATHOLIC HEALTH CARE SERVICES**

[See attached]

**EXHIBIT 1.5**  
**STATEMENT OF RCAC RECOGNITION**

[See attached]

**EXHIBIT L6**

**AFFILIATION AGREEMENT BETWEEN HCH AND ACCESS COMMUNITY HEALTH  
NETWORK, INC.**

[See attached]

**EXHIBIT 2.2**

**BUDGET FOR THE MISSION EFFECTIVENESS DEPARTMENT  
(INCLUDING PASTORAL CARE)**

Mission Effectiveness Director: \$160,000 (salary and benefits)

Pastoral Care (Sisters and Priests): \$200,000 (Salary and benefits)

Ethicist: \$40,000 (independent contractor, part time)

Note: Budget to increase annually by at least the annual increase in the consumer price index.

Exhibit 8.04  
Indemnity Escrow Agreement

## INDEMNITY ESCROW AGREEMENT

This Indemnity Escrow Agreement is entered into as of \_\_\_\_\_, 2010 (the "Effective Date"), by and among **HOLY CROSS HOSPITAL**, an Illinois not-for-profit corporation ("Seller"), **HOSPITAL DEVELOPMENT COMPANY NUMBER 2, INC.**, a Delaware corporation ("Buyer"), and **BANK OF AMERICA, N.A.** ("Escrow Agent").

### RECITALS

**WHEREAS**, Buyer, Seller and Vanguard Health Systems, Inc. ("**Vanguard**") are parties to that certain Asset Purchase Agreement dated as of December 14, 2010 (the "**Purchase Agreement**"), pursuant to which Buyer is acquiring from Seller the acute care hospital and related businesses identified in the Purchase Agreement. All capitalized terms that are not otherwise defined in this agreement shall have the meaning given to such terms in the Purchase Agreement.

**WHEREAS**, Buyer, Seller and Vanguard have agreed in the Purchase Agreement that the Net Seller Proceeds and all of Seller's cash and cash equivalents (not including any amounts wired by Buyer to Seller) on the Closing Date (collectively, the "**Escrow Amount**") will be deposited with Escrow Agent at the Closing.

**WHEREAS**, Buyer and Seller desire to designate and appoint Escrow Agent to hold and administer the Escrow Amount, any additions thereto from time to time and any earnings thereon, and Escrow Agent desires to accept such appointment, subject to the terms of this agreement.

**NOW, THEREFORE**, Buyer, Seller and Escrow Agent hereby agree as follows:

1. Escrow Property.

Escrow Agent hereby acknowledges receipt of the Escrow Amount consisting of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in aggregate. The Escrow Amount, any subsequent additions thereto, and accumulated earnings collectively thereon (collectively, the "**Escrow Property**") shall be held by Escrow Agent upon the terms and conditions contained herein and shall be invested in accordance with section 4 hereto.

2. Contingent Purchase Price.

Any Contingent Purchase Price amount shall also be deposited by Buyer with Escrow Agent and shall be added to the Escrow Property.

3. Distributions; Release of Escrow Property.

(a) Subject to the provisions of section 3(b), Escrow Agent shall distribute to Buyer the amount set forth in a Buyer Claim Certificate (as such term is defined below) within twenty (20) days following receipt of such Buyer Claim Certificate. For purposes of this agreement,

a "**Buyer Claim Certificate**" shall be a certificate received by Escrow Agent during the term of this agreement which (i) is signed by Buyer, (ii) indicates that a copy has been delivered to Seller, (iii) affirms that one or more of Buyer's Indemnified Persons is entitled to indemnification from Seller pursuant to section 9.01 of the Purchase Agreement, and (iv) identifies the amount of Escrow Property that each Buyer's Indemnified Person is entitled to be paid in connection therewith.

(b) If prior to the twentieth (20th) day after Escrow Agent receives a given Buyer Claim Certificate, Escrow Agent receives a certificate which (i) is signed by Seller, (ii) indicates that a copy has been delivered to Buyer and (iii) asserts that Seller disputes Buyer's claim set forth in the applicable Buyer Claim Certificate (a "**Seller Disputed Claim**"), then Escrow Agent shall not distribute the amount of Escrow Property identified in the Buyer Claim Certificate to any Buyer's Indemnified Person identified in the Buyer Claim Certificate unless and until (A) Buyer and Seller provide a joint written notice to Escrow Agent specifying the amount of Escrow Property, if any, to be distributed with respect to such Seller Disputed Claim to the Buyer's Indemnified Persons identified in such notice or (B) Buyer or Seller provides Escrow Agent with a certified copy of a judgment, or a settlement agreement executed by Buyer and Seller, in each case specifying the amount of Escrow Property, if any, to be distributed to each Buyer's Indemnified Person with respect to the Seller Disputed Claim.

(c) Subject to the provisions of section 3(d), Escrow Agent shall distribute to a creditor of Seller designated by Seller the amount set forth in a Seller Claim Certificate (as such term is defined below) within twenty (20) days following receipt of such Seller Claim Certificate. For purposes of this agreement, a "**Seller Claim Certificate**" shall be a certificate received by Escrow Agent during the term of this agreement which (i) is signed by Seller, (ii) indicates that a copy has been delivered to Buyer, (iii) affirms that a creditor of Seller (other than an Affiliate of Seller) is entitled to be paid by Seller for an Excluded Liability (other than any Excluded Liability recorded on the Closing Balance Sheets which is to be paid on the Closing Date) that is then due and payable to such creditor, (iv) if the Excluded Liability represents a sum due for goods or services promised or delivered by the creditor, affirms that such Excluded Liability is the product of a good faith arm's length transaction, and (v) identifies the amount of Escrow Property that such creditor is entitled to be paid in connection therewith.

(d) If prior to the twentieth (20th) day after Escrow Agent receives a given Seller Claim Certificate, Escrow Agent receives a certificate which (i) is signed by Buyer, (ii) indicates that a copy has been delivered to Seller and (iii) asserts that Buyer disputes Seller's claim set forth in the applicable Seller Claim Certificate (a "**Buyer Disputed Claim**"), then Escrow Agent shall not distribute the amount of Escrow Property identified in the Seller Claim Certificate to any creditor of Seller identified in the Seller Claim Certificate unless and until (A) Buyer and Seller provide a joint written notice to Escrow Agent specifying the amount of Escrow Property, if any, to be distributed with respect to such Buyer Disputed Claim to the creditor of Seller identified in such notice or (B) Buyer or Seller provides Escrow Agent with a certified copy of a judgment, or a settlement agreement executed by Buyer and Seller, in each case specifying the amount of Escrow

Property, if any, to be distributed to a creditor of Seller with respect to the Buyer Disputed Claim.

(e) Unless otherwise set forth herein: (i) all interest and other earnings accrued on the Escrow Property shall be credited and distributed by Escrow Agent to Seller on a quarterly basis; (ii) on the second anniversary of the Effective Date, Escrow Agent shall distribute to Seller or its designee one-third (1/3) of the then-remaining Escrow Property, subject to the retention of any amounts necessary to satisfy any pending Buyer Claim Certificates or Seller Disputed Claims; (iii) on the third anniversary of the Effective Date, Escrow Agent shall distribute to Seller or its designee one-half of the then-remaining Escrow Property, subject to the retention of any amounts necessary to satisfy any pending Buyer Claim Certificates or Seller Disputed Claims; and (iv) on the fourth anniversary of the Effective Date, Escrow Agent shall distribute to Seller or its designee all remaining funds comprising the Escrow Property, subject to the retention of any amounts necessary to satisfy any pending Buyer Claim Certificates or Seller Disputed Claims. Notwithstanding anything contained in this Agreement to the contrary, in the event Seller provides a written notice to Escrow Agent and Buyer which sets forth that Seller waives its right to receive any future distributions described above in this section 3(c), the Escrow Agent shall thereafter make any such distributions to the Sisters of St. Casimir, an Illinois not-for-profit corporation (and not to Seller) at any address designated by the Sisters of St. Casimir.

(f) The Escrow Agent may rely and act upon any certifications or notices provided pursuant to this section 3 without further inquiry.

4. Investment of Escrow Property. Escrow Agent shall invest and reinvest all amounts comprising the Escrow Property, including, without limitation, all accumulated earnings (net of accumulated losses) on the Escrow Property, as directed in any written notice signed by both Buyer and Seller, in any one of the following: (a) bonds or other obligations of, or guaranteed by, the government of the United States of America or any State thereof or the District of Columbia or agencies thereof and not having maturities of greater than thirty (30) days; (b) commercial paper that is rated, at the time of Escrow Agent's investment therein or contractual commitment providing for such investment, at least P-1 by Moody's Investors Service, Inc. ("Moody's") and A-1 by Standard & Poor's Corporation ("S&P") and not having maturities of greater than thirty (30) days; (c) corporate obligations that are rated, at the time of Escrow Agent's investment therein or contractual commitment providing for such investment, among the two highest ratings by any nationally recognized statistical ratings organization and not having maturities of greater than thirty (30) days; (d) demand or time deposits in, certificates of deposit of or bankers' acceptances issued by (i) a depository institution or trust company incorporated under the laws of the United States of America, any State thereof or the District of Columbia or (ii) a United States branch office or agency of a foreign depository institution or trust company if, in any such case, the depository institution, trust company or office or agency has combined capital and surplus of not less than \$100,000,000 (any such institution being herein called a "Permitted Bank") and not having maturities of greater than thirty (30) days; (e) repurchase obligations of a Permitted Bank or securities dealer (acting as principal) meeting the capital and surplus requirements specified for a

Permitted Bank with respect to any bond or other obligation referred to in clause (a) above; (f) shares of a money market fund registered under the Investment Company Act of 1940 the sole assets of which are obligations referred to in clause (a) above or repurchase agreements collateralized by such obligations (a "Money Market Fund"); or (g) such other investments as Buyer and Seller shall jointly approve in writing. In the event that Escrow Agent does not receive such written direction from Buyer and Seller on or prior to the date hereof, and until contrary instructions are received from Buyer and Seller, Escrow Agent shall invest the Escrow Funds in the Money Market Fund known as \_\_\_\_\_

5. Escrow Property Held. The Escrow Funds shall be held by Escrow Agent as a trust fund and shall not be subject to lien or attachment by any creditor of any party hereto and shall be used solely for the purpose and subject to the terms and conditions set forth in this Agreement.

6. Duties and Obligations of Escrow Agent. Escrow Agent is not charged with knowledge of or any duties or responsibilities in respect of any other agreement or document. Escrow Agent shall not be liable except for the performance of such duties and obligations as are specifically set forth in this agreement. Escrow Agent shall not be subject to, nor required to comply with, any direction or instruction (other than those contained herein or delivered in accordance with this agreement) from any party hereto or any entity acting on behalf of any party hereto. Escrow Agent shall not be required to, and shall not, expend or risk any of its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder. In furtherance and not in limitation of the foregoing:

(a) Buyer and Seller shall each pay one-half (1/2) of the fees charged by Escrow Agent for its services hereunder, as and when billed by Escrow Agent in accordance with the Fee Schedule attached hereto as Exhibit A and incorporated herein by this reference. Buyer and Seller, jointly and severally, shall be liable for and shall reimburse and indemnify Escrow Agent and hold Escrow Agent harmless from and against any loss, liability, cost or expense, including but not limited to reasonable attorneys' fees, reasonably incurred on the part of Escrow Agent in connection with Escrow Agent's duties and obligations under this agreement, as well as the reasonable costs and expenses of defending against any claim or liability relating to this agreement; provided that, notwithstanding the foregoing, neither Buyer nor Seller shall be required to indemnify Escrow Agent for any such loss, liability, cost or expense arising as a result of the willful misconduct or gross negligence of Escrow Agent or any of its directors, officers, employees, agents or affiliates;

(b) Escrow Agent shall not be liable for any loss of interest sustained as a result of investments made hereunder in accordance with the terms hereof, including any liquidation of any investment of the Escrow Property prior to its maturity effected to make a payment required by the terms of this agreement;

(c) In no event shall Escrow Agent be liable (i) for acting in accordance with or relying upon any instruction, notice, demand, certificate or document from any party hereto (or the Sisters of St. Casimir, if applicable, under section 3(e) above) which is given in accordance with the terms of this agreement or any entity acting on behalf of such party which is in accordance with the terms of this agreement, (ii) for any consequential, punitive or special damages or (iii) for the acts or omissions of its nominees, correspondents, designees, subagents or subcustodians, or (iv) for an amount in excess of the value of the Escrow Amount, including any earnings thereon.

(d) Escrow Agent shall not be liable for any error of judgment, or for any act done or omitted by it, or for any mistake in fact or law, or for anything that it may do or refrain from doing in connection herewith, other than in the case of the willful misconduct or gross negligence of Escrow Agent or any of its directors, officers, employees, agents or affiliates;

(e) Escrow Agent may seek the advice of legal counsel at the joint expense of Buyer and Seller in the event of any dispute or question as to the construction of any of the provisions of this agreement or its duties hereunder and it shall incur no liability and shall be fully protected in respect of any action taken, omitted or suffered by it in good faith in accordance with the opinion of such counsel;

(f) Escrow Agent shall be entitled to refrain from taking any action in any instance where, after seeking the advice of legal counsel pursuant to the immediately preceding clause, Escrow Agent remains uncertain in good faith as to its duties or rights hereunder. In any such instance, Escrow Agent's sole obligation, subject to those of its duties hereunder as to which there is no such uncertainty, shall be to keep safely all property held in escrow hereunder until it shall be directed otherwise in writing by the Seller and Buyer or by a final order or judgment of a court of competent jurisdiction. If Escrow Agent has not received such written direction or court order or judgment within ninety (90) days after requesting same, it shall have the right to interplead the Seller and Buyer in any court of competent jurisdiction and request that such court determine its rights and duties hereunder;

(g) In the event of any dispute between or conflicting claims by or among the Seller and Buyer with respect to all or any portion of the Escrow Property, Escrow Agent shall be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions with respect to such portion of the Escrow Property so long as such dispute or conflict shall continue, and Escrow Agent shall not be or become liable in any way to any party hereto for failure or refusal to comply with such conflicting claims, demands or instructions. Escrow Agent shall be entitled to refuse to act until, in its sole discretion, either (i) such conflicting or adverse claims or demands shall have been determined by a final order, judgment or decree of a court of competent jurisdiction, which order, judgment or decree is not subject to appeal, or settled by agreement between the conflicting parties as evidenced in a writing satisfactory to Escrow Agent or (ii) Escrow Agent shall have received security or an indemnity

satisfactory to it sufficient to hold it harmless from and against any and all losses which it may incur by reason of so acting. Escrow Agent may, in addition, elect, in its sole discretion, to commence an interpleader action or seek other judicial relief or orders as it may deem, in its sole discretion, necessary. The costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with such proceeding shall be paid equally by, and shall be deemed a joint and several obligation of, Buyer and Seller;

(h) If at any time Escrow Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects the Escrow Property (including but not limited to orders of attachment or garnishment or other forms of levies or injunctions or stays relating to the transfer of the Escrow Property), Escrow Agent shall provide the Seller and Buyer prompt written notice thereof (but in no event later than ten (10) days after service thereof to Escrow Agent) and Escrow Agent is authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate (provided that, prior to complying therewith, Escrow Agent shall give the Seller and Buyer written notice thereof); and if Escrow Agent complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, Escrow Agent shall not be liable to any of the Seller and Buyer even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect;

(i) If any fees, expenses or costs incurred by, or any obligations owed to, Escrow Agent hereunder are not promptly paid when due, Escrow Agent may reimburse itself therefore from the Escrow Property for such purpose. Subsequent to such reimbursement to Escrow Agent, any party that paid its portion of such amounts to Escrow Agent when due shall be entitled to require the non-paying party to remit to the Escrow Agent, as Escrow Property, the amounts not paid by such party;

(j) Unless otherwise specifically set forth herein, Escrow Agent shall proceed as soon as practicable to collect any checks or other collection items at any time deposited hereunder. All such collections shall be subject to Escrow Agent's usual collection practices or terms regarding items received by Escrow Agent for deposit or collection. Escrow Agent shall not be required, or have any duty, to notify anyone of any payment or maturity under the terms of any instrument deposited hereunder, nor to take any legal action to enforce payment of any check, note or security deposited hereunder or to exercise any right or privilege which may be afforded to the holder of any such security;

(k) Escrow Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of Escrow Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility);

(l) Escrow Agent may execute any of its powers or responsibilities hereunder and exercise any rights hereunder either directly or by or through its agents or attorneys. Nothing in this agreement shall be deemed to impose upon Escrow Agent any duty to qualify to do business or to act as fiduciary or otherwise in any jurisdiction other than the State of New York. Escrow Agent shall be under no duty to examine into, or pass upon the validity, binding effect, execution or sufficiency of, this agreement or of any agreement amendatory or supplemental hereto; and

(m) Escrow Agent shall provide to the Seller and Buyer monthly statements identifying transactions, transfers or holdings of the Escrow Property and each such statement shall be deemed to be correct and final upon receipt thereof by the Seller and Buyer unless Escrow Agent is notified in writing to the contrary within thirty (30) business days of the date of such statement. Although each of the parties recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Seller and Buyer hereby agree that confirmations of permitted investments are not required to be issued by the Escrow Agent for each month in which a monthly statement is rendered. No statement need be rendered for the escrow account if no activity occurred for such month (it being understood that monthly earnings on the Escrow Property shall constitute activity for this purpose).

7. Cooperation. The Seller and Buyer shall provide to Escrow Agent all instruments and documents within their respective powers to provide that are necessary for Escrow Agent to perform its duties and responsibilities hereunder.

8. Resignation and Removal of Escrow Agent.

(a) Escrow Agent may resign as Escrow Agent hereunder upon thirty (30) days prior written notice to the Seller and Buyer. Similarly, Escrow Agent may be removed and replaced as Escrow Agent hereunder upon thirty (30) days prior written notice from each of Buyer and Seller.

(b) Within twenty (20) calendar days after giving the foregoing notice of removal to Escrow Agent or receiving the foregoing notice of resignation from Escrow Agent, Buyer and Seller shall jointly agree on and appoint a successor Escrow Agent. If Buyer and Seller are unable to agree upon a successor Escrow Agent, or if a successor Escrow Agent has not accepted such appointment by the end of such 20-day period, Escrow Agent may, in its sole discretion, apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent or for other appropriate relief. The costs and expenses (including reasonable attorneys' fees and expenses) incurred by Escrow Agent in connection with such proceeding shall be paid equally by, and be deemed a joint and several obligation of, Buyer and Seller.

(c) Upon receipt of the identity of the successor Escrow Agent, Escrow Agent shall either deliver the Escrow Property then held hereunder to the successor Escrow Agent, less Escrow Agent's fees, costs and expenses or other obligations owed to Escrow Agent, or hold such Escrow Property (or any portion thereof), pending distribution, until all such fees, costs and expenses or other obligations are paid.

(d) Upon delivery of all of the Escrow Property to successor Escrow Agent, Escrow Agent shall have no further duties, responsibilities or obligations hereunder.

9. Notices. All notices and other communications required or permitted hereunder must be in writing and will be deemed to have been duly given if delivered (personally or by overnight courier) or mailed (by certified mail return receipt requested, first class postage prepaid) to the parties at the following addresses:

If to Buyer: Vanguard Health Systems, Inc.  
20 Burton Hills Boulevard, Suite 100  
Nashville, Tennessee 37215  
Attn: General Counsel

If to Seller: Holy Cross Hospital  
2601 West Marquette Road  
Chicago, Illinois 60629  
Attn: General Superior

If to Escrow Agent: Bank of America, N.A.

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

All notices and other communications required or permitted under this agreement that are addressed as provided in this section 9 will (a) if delivered personally or by overnight courier, be deemed given upon delivery, and (b) if delivered by mail in the manner described above, be deemed given on the fifth day after deposit in a regular depository of the United States mail. Any party from time to time may change its address for the purpose of notices to that party by giving notice to the other parties hereto specifying a new address, but no such notice will be deemed to have been given until it is actually received by the party sought to be charged with the contents thereof.

10. Amendments. This Agreement may be amended, modified, superseded or canceled only by a written instrument executed by or on behalf of each of the parties hereto. No waiver by any party of any breach of any term contained in this agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach or a waiver of

any breach of any other term contained in this agreement.

11. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without reference to principles of conflicts of law.

12. Incumbency Certificate. Buyer and Seller shall provide Escrow Agent with an Incumbency Certificate substantially in the form as attached hereto as Exhibit B, thereby designating the officers of Buyer and Seller as authorized to provide instructions pursuant to this agreement. Escrow Agent shall be entitled to rely upon such designation until a replacement Incumbency Certificate is provided to the Escrow Agent.

13. JURISDICTION AND SERVICE OF PROCESS.

THE PARTIES HERETO (THE "SUBMITTING PARTIES") HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF BROUGHT BY THE SUBMITTING PARTIES. IN THE EVENT THAT THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SHALL NOT HAVE JURISDICTION OVER THE SUBMITTING PARTIES ON SUCH MATTERS, THE SUBMITTING PARTIES HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE STATE COURTS OF THE STATE OF NEW YORK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBMITTING PARTIES HEREBY WAIVE, AND SHALL NOT ASSERT, BY WAY OF MOTION, AS A DEFENSE, OR OTHERWISE, IN ANY SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH COURTS, ANY CLAIM THAT IT IS NOT SUBJECT PERSONALLY TO THE JURISDICTION OF THE ABOVE-NAMED COURTS, THAT THEIR PROPERTY IS EXEMPT OR IMMUNE FROM ATTACHMENT OR EXECUTION, THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER OR THAT THIS AGREEMENT OR THE SUBJECT MATTER HEREOF MAY NOT BE ENFORCED IN OR BY SUCH COURT. THE SUBMITTING PARTIES HEREBY CONSENT TO SERVICE OF PROCESS BY MAIL AT THE ADDRESS TO WHICH NOTICES ARE TO BE GIVEN PURSUANT TO SECTION 9 HEREOF. FINAL JUDGMENT AGAINST ANY OF THE SUBMITTING PARTIES IN ANY SUCH ACTION, SUIT OR PROCEEDING SHALL BE CONCLUSIVE, AND MAY BE ENFORCED IN ANY OTHER JURISDICTION (A) BY SUIT, ACTION OR PROCEEDING ON THE JUDGMENT, A CERTIFIED OR TRUE COPY OF WHICH SHALL BE CONCLUSIVE EVIDENCE OF THE FACT AND THE AMOUNT OF INDEBTEDNESS OR LIABILITY OF SUCH SUBMITTING PARTY THEREIN DESCRIBED OR (B) IN ANY OTHER MANNER PROVIDED BY OR PURSUANT TO THE LAWS OF SUCH OTHER JURISDICTION.

14. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, and shall not be deemed to give, either express or implied, any legal or equitable right, remedy, or claim to any other entity or person whatsoever, other than the Sisters of St. Casimir with respect to the right to receive distributions of Escrow Property as provided in section 3(e) of this Agreement. The headings in this agreement are for convenience of reference only and shall not define or limit the provisions hereof. This Agreement may be executed in several counterparts, which together shall constitute one instrument.

(b) Each of Buyer and Seller hereby represents and warrants, on its own behalf, (i) that this agreement has been duly authorized, executed and delivered by it and constitutes the legal, valid and binding obligations of it and (ii) that the execution, delivery and performance of this agreement by it does not and will not violate any applicable law or regulation. Escrow Agent hereby represents and warrants (A) that this agreement has been duly authorized, executed and delivered on behalf of Escrow Agent and constitutes the legal, valid and binding obligation of Escrow Agent and (B) that the execution, delivery and performance of this agreement by Escrow Agent does not and will not violate any applicable law or regulation.

(c) The invalidity, illegality or unenforceability of any provision of this agreement shall in no way affect the validity, legality or enforceability of any other provision; and if any provision is held to be unenforceable as a matter of law, the other provisions shall not be affected thereby and shall remain in full force and effect.

(d) This Agreement shall constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements in regard thereto.

(e) This Agreement shall terminate upon the distribution of all of the Escrow Property in accordance with the terms hereof. The terms of section 14 of this agreement shall survive the termination of this agreement and/or the resignation or removal of the Escrow Agent.

(f) The Escrow Agent does not have any ownership interest in the Escrow Property but is serving as escrow holder only and having only possession thereof. Seller shall pay or reimburse the Escrow Agent upon request for any transfer taxes or other taxes relating to the Escrow Property incurred in connection herewith and shall indemnify and hold harmless the Escrow Agent any amounts that it is obligated to pay in the way of such taxes. Any payments of income from the Escrow Property shall be subject to withholding regulations then in force with respect to United States taxes. The Seller and Buyer will provide the Escrow Agent with appropriate W-9 forms for tax I.D. number certifications, or W-8 forms for non-resident alien certifications. The Escrow Agent shall treat all income, deductions, gain and losses of the

Escrow Property, for all United States federal and state tax purposes, as allocable to Seller. It is understood that the Escrow Agent shall be responsible for income reporting only with respect to income earned on investment of funds which are a part of the Escrow Property and is not responsible for any other reporting.

(g) No printed or other material in any language, including prospectuses, notices, reports, and promotional material which mentions "Bank of America, N.A." by name or the rights, powers, or duties of Escrow Agent under this agreement shall be issued by any other party hereto, or on such party's behalf, without the prior written consent of Escrow Agent.

(h) In order to comply with its duties under the USA Patriot Act, Escrow Agent may obtain and verify certain information and documentation from the other parties to this agreement including, but not limited to, each such party's name, address and other identifying information.

(i) The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder shall not preclude the subsequent exercise of such right or remedy.

(j) No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon any party hereto unless in writing and executed by a duly authorized officer of each of the parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this agreement, shall be deemed a waiver of any rights or remedies that any party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants and conditions.

[REMAINDER OF PAGE IS BLANK]

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed as of the date first above written.

**HOLY CROSS HOSPITAL**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HOSPITAL DEVELOPMENT COMPANY NUMBER TWO, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BANK OF AMERICA, N.A.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

ESCROW AGENT'S FEE SCHEDULE

**EXHIBIT B**

**INCUMBENCY CERTIFICATE**

The undersigned, \_\_\_\_\_ being the \_\_\_\_\_ of \_\_\_\_\_ (the "Company") does hereby certify that the individuals listed below are qualified and acting officers of the Company as set forth below opposite their respective names and the signatures appearing below opposite the name of each such officer is a true specimen of the genuine signature of such officer and such individuals have the authority to provide written / oral direction / confirmation and execute documents to be delivered to, or upon the request of, Bank of America, N.A. as Escrow Agent, under the agreement dated as of \_\_\_\_\_.

Name	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this certificate as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Name:  
Title:

## HCH SCHEDULES

Schedule	Title
1.01(23)	Contingent Revenue
1.01(92)	Permitted Personal Property Encumbrances
1.01(93)	Permitted Real Property Encumbrances
1.02	Persons with Knowledge
2.01(a)	Owned Real Property
2.01(b)	Leased Real Property
2.01(c)	Owned Personal Property
2.01(d)	Leased Personal Property
2.01(f)	Prepays
2.01(n)	Contracts
2.01(o)	Governmental Permits of Seller
2.01(p)	Seller Intellectual Property Assets
2.02(s)	Excluded Assets
2.05(c)	Closing Balance Sheets
3.05	Legal and Regulatory Compliance
3.06	Audited Financial Statements
3.08	Recent Activities Exceptions
3.11	Permitted Personal Property Encumbrances
3.12(a)	Permitted Real Property Permitted Encumbrances
3.12(d)	Condition of Improvements
3.13(b)	Environmental Issues
3.14	Intellectual Property Assets
3.15	Insurance
3.16	Required Consents
3.17	Accreditation
3.18	Government Health Programs Cost Reports
3.19	Contracts
3.20	Assumed Contract Issues
3.21	Transactions with Affiliates
3.22	Employees Matters
3.23	Benefit Plans
3.24	Claims
3.25	Tax
3.27	Special Funds
3.30	Payors
3.31	Facility Locations
5.22	Restricted Assets
5.29	Tail Coverage
7.03(a)	Governmental Permits
7.03(d)	Assumed Contract Consents

**SCHEDULES LABELED AS "TO BE COMPLETED" WILL BE SUPPLEMENTED PURSUANT TO THE TERMS OF THE ASSET PURCHASE AGREEMENT.**

## Schedule 1.01(23) Contingent Revenue

**Bellevue**

**Advocacy Dollars**

	2005	2006	2007	2008	2009	2010	Anticipated 2011	2012	2013	Use
1 Grant from State of Illinois			7,700,000							Capital
2 ACCESS						471,240				Capital
3 ACCESS						298,000				Operating
4 HR 3151					9,775,000					Operating
5 Dept. of Health and Human Services				948,387						Capital
6 State Grant	289,600									Operating
<b>Total Capital Advocacy</b>			7,700,000	948,387		471,240				
<b>Total Operating Advocacy</b>	289,600				9,775,000	298,000				
<b>TOTAL</b>	289,600		7,700,000	948,387	9,775,000	769,240				

<b>2005-2010 Capital Average</b>	<b>1,618,248</b>
<b>2007-2010 Operating Average</b>	<b>5,227,800</b>

**Additional Advocacy Dollars:**

7 US Dept of Energy						150,000				Capital
8 Dept of Health and Human Services						1,640,000	1,300,000	2,700,000		Operating
9 Dept of Public Health							7,000,000			Capital
10 Dept. of Econ Opp. Section 1306						300,000				Capital
11 Dept. of Econ Opp. Section 570						300,000				Capital
12 Dept. of Econ Opp. Section 1770						195,000				Capital
13 Dept. of Econ Opp. Section 5335						150,000				Capital
<b>Total Capital Advocacy</b>						1,695,000		7,000,000		
<b>Total Operating Advocacy</b>						2,440,000	1,300,000	2,700,000		
<b>TOTAL</b>						4,135,000	1,300,000	2,700,000		

<b>Capital Difference from Average</b>	<b>195,000</b>	<b>5,382,000</b>	<b>(1,318,000)</b>
<b>Operating Difference from Average</b>	<b>1,822,000</b>	<b>933,000</b>	<b>270,000</b>

<b>TOTAL</b>	<b>2,057,000</b>	<b>6,315,000</b>	<b>(848,000)</b>
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**Notes:**

- 1 Grant from the state for the expansion of emergency services and child safety improvements
- 2 Grant of \$471,240 awarded to December 2011. This is a Federal Grant which is a pass through grant to Bellevue Hospital via ACCESS Community Health Network. The purpose of this grant is to purchase for the Faculty Work Center.
- 3 This is a Federal Grant which is a pass through grant to Bellevue Hospital via ACCESS Community Health Network. The purpose of this grant is to purchase and install detection of non-suspicious patients from the Diagnostic Department to appropriate primary health centers on the Hospital campus.
- 4 Grant HR 3151
- 5 Grant from HRG for the construction of medical records department
- 6 Grant to fund new, temporary satellite clinic
- 7 US Dept of Energy grant for high performing and energy-saving technology
- 8 Provider Tax supplemental program. Requiring CHS approval. Liability from payment to FAS 2010-02, 06 over 3 years. SPMS one-time special payment in early FY 11
- 9 Valley Hill Hospital program. Awarding bond increases with an associated DCN as to the HRG.
- 10 Re-appropriated from Illinois Bond Fund to the Dept of Commerce for a grant associated with replacement of utility extracting vessel
- 11 Re-appropriated from Illinois Bond Fund to the Dept of Commerce for a grant associated with general infrastructure upgrades
- 12 Re-appropriated from Illinois Bond Fund to the Dept of Commerce for a grant associated with building renovations and improvements
- 13 Re-appropriated from Illinois Bond Fund to the Dept of Commerce for a grant associated with construction of professional building

Schedule 1.01(92)  
Permitted Personal Property Encumbrances

**[To be completed]**

Schedule 1.01(93)  
Permitted Real Property Encumbrances

[To be completed]

Schedule 1.02  
Persons with Knowledge

[To be completed]

Schedule 2.01(a)  
Owned Real Property

P.I. N.	Address	Approx. Sq Footage
19-08-417-069-000	Archer Building, Medical Office Building 6084 South Archer Chicago, Illinois 60638	15,000
19-23-211-018-0000	Southwest Youth Community	7,000
19-23-211-019-0000	6400 South Kedzie	
19-23-211-020-0000	Chicago, Illinois 60629	
19-24-406-003-0000	Hospital Main Building & Surrounding Areas	325,543
	Hospital Basement	78,750
	Parking Garage, 2737 W. 69th Street	150,000
	Service Building	48,281
	New Emergency Department	7,800
19-24-413-001-0000	Surface Parking Lot at SE Corner of California and 69th Street	9,000
19-24-413-002-0000	Surface Parking Lot at SE Corner of California and 69th Street	
19-24-413-003-0000	Surface Parking Lot at SE Corner of California and 69th Street	
19-24-413-004-0000	Surface Parking Lot at SE Corner of California and 69th Street	
19-24-413-005-0000	Surface Parking Lot at SE Corner of California and 69th Street	
19-24-413-006-0000	Surface Parking Lot at SE Corner of California and 69th Street	
19-24-413-007-0000	Purchasing Department	7,500
19-24-413-008-0000	Three Stories Building 2741 West 69th Street Chicago, IL 60629	

Schedule 2.01(b)  
Leased Real Property

None.

Schedule 2.01(c)  
Owned Personal Property

The Owned Personal Property as of June 30, 2010 is as follows:

8434	LOTUS 123 WINDOWS 3.5 SOFTWARE CER# 5715
8457	LASER PRINTER W/ SECOND DRAWER CER# 5715
8458	48633DXC PERSONAL COMPUTER CER# 5715
8563	HEMOCUE B-GLUCOSE PHOTOMETER CER#5820
8564	HEMOCUE B-GLUCOSE PHOTOMETER CER# 5820
8565	HEMOCUE B-GLUCOSE PHOTOMETER CER#5820
8566	HEMOCUE B-GLUCOSE PHOTOMETER CER# 5820
8878	P/C W/PRINTER & ACCESS CER# 6008
8879	P/C W/PRINTER & ACCESS CER# 6008
9023	PILL CRUSHERS (6) CER# 6040
9024	BLOOD PRESSURE CUFFS VARIOUS SIZES CER # 6049
9112	IV STANDS (102) CER# 6103
9130	ZOOM COPIER CER# 6056
9470	LAP TOP P/C W/ACCESSORIES CER# 6229
9752	P/C W/MONITOR & PRINTER CER# 6347
9851	DEFIBRILLATOR/MONITOR/PACEMAKER CER# 6384
9852	DEFIBRILLATOR/MONITOR/PACEMAKER CER# 6384
9854	DEFIBRILLATOR/MONITOR/PACEMAKER CER# 6384
9855	DEFIBRILLATOR/MONITOR/PACEMAKER CER# 6384
9856	DEFIBRILLATOR/MONITOR/PACEMAKER CER# 6384
9857	DEFIBRILLATOR/MONITOR/PACEMAKER CER# 6384
9858	DEFIBRILLATOR ADAPTER CER# 6384
9859	DEFIBRILLATOR ADAPTER CER# 6384
9860	DEFIBRILLATOR ADAPTER CER# 6384
9861	DEFIBRILLATOR ADAPTER CER# 6384
9862	DEFIBRILLATOR ADAPTER CER# 6384
9863	DEFIBRILLATOR ADAPTER CER# 6384
9864	SHOCK ADVISORY SYSTEM CER# 6384
9865	CODE CART CER# 6362
9866	CODE CART CER# 6362
9867	CODE CART CER# 6362
9868	CODE CART CER# 6362
9869	CODE CART CER# 6362
9870	CODE CART CER# 6362
9871	CODE CART CER# 6362
9872	CODE CART CER# 6362
9873	CODE CART CER# 6362
9874	CODE CART CER# 6362
9875	CODE CART CER# 6362
9876	CODE CART CER# 6362
9877	CODE CART CER# 6362
9878	CODE CART CER# 6362
9879	CODE CART CER# 6362
9880	CODE CART CER# 6362
9881	CODE CART CER# 6362
9882	CODE CART CER# 6362

Schedule 2.01(c)  
Owned Personal Property

9883	CODE CART CER# 6362
9884	CODE CART CER# 6362
9885	CODE CART CER# 6362
9886	CODE CART CER# 6362
9887	CODE CART CER# 6362
9888	CODE CART CER# 6362
9889	CODE CART CER# 6362
9955	CODE CART (DEMO) CER# 6362
9956	CODE CART CER# 6362
9957	CODE CART CER# 6362
9958	CODE CART CER# 6362
9959	CODE CART CER# 6362
10102	STRETCHER CART CER# Z6498
10103	STRETCHER CART CER# Z6498
10104	STRTCHER CART CER# Z6498
10105	STRETCHER CART CER# Z6498
10106	STRETCHER CART CER## Z6498
10107	STRETCHER CART CER# Z6498
11837	BEDS (161)
11838	SLEEP SURFACE (69)
11842	CHAIRS -PATIENT HIGHBACK (240)
11840	CABINETS CLASSIC BEDSIDE (240)
11841	TABLES-OVERBED (240)
13465	PCA EPIDURAL PUMP CER# 10-0048
13466	PCA EPIDURAL PUMP CER# 10-0048
13467	PCA EPIDURAL PUMP CER# 10-0048
13468	PCA EPIDURAL PUMP CER# 10-0048
13469	PCA EPIDURAL PUMP CER#10-0048
13470	PCA EPIDURAL PUMP CER# 10-0048
13471	PCA EPIDURAL PUMP CER# 10-0048
13472	PCA EPIDURAL PUMP CER# 10-0048
13473	PCA EPIDURAL PUMP CER# 10-0048
13474	PCA EPIDURAL PUMP CER# 10-0048
12868	ULTRASOUND-PORTABLE - PICC LINE PLACEMENT CER#08-0066
12127	CHAIRS (66) CER# 02-0041
12075	MEDICATION CARTS (23) CER# 02-0017
12674	BED SIDE RAIL INSERTS 90 CER# 07-0041
12618	PILLOW SPEAKERS -NURSE & TV CER# 07-0024 (231)
13446	ULTRA LIFT -3500 CER# 10-0052
13447	ULTRA LIFT - 3500 CER# 10-0052
13448	ULTRA LIFT - 3500 CER# 10-0052
12739	BED SIDE RAILS BRACKETS (50) (30) CER# 07-0063
12975	STRETCHER CART W/ACCES REFURBISHED CER# 08-0114
12976	STRETCHER CART W/ACCES REFURBISHED CER# 08-0114
12977	STRETCHER CART W/ACCES REFURBISHED CER# 08-0114
11839	BEDS MANUAL (5)
12152	OAK END TABLES FOR PRIVATE ROOMS CER# 03-0023

Schedule 2.01(c)  
Owned Personal Property

12516 SUCTION PUMP GOMCO PORTABLE CER# 06-0055  
12517 SUCTION PUMP GOMCO PORTABLE CER# 06-0055  
12518 SUCTION PUMP GOMCO PORTABLE CER# 06-0055  
12519 SUCTION PUMP GOMCO PORTABLE CER# 06-0055  
12520 SUCTION PUMP GOMCO PORTABLE CER# 06-0055  
12521 SUCTION PUMP GOMCO PORTABLE CER# 06-0055  
12522 SUCTION PUMP GOMCO PORTABLE CER# 06-0055  
12523 SUCTION PUMP GOMCO PORTABLE CER# 06-0055  
12497 LIFEPAK 20 DEFIBRILLATOR/MONITOR CER# 06-0048  
12498 LIFEPAK 20 DEFIBRILLATOR/MONITOR CER# 06-0048  
12499 LIFEPAK 20 DEFIBRILLATOR/MONITOR CER# 06-0048  
12500 LIFEPAK 20 DEFIBRILLATOR CER# 06-0048  
12501 LIFEPAK 20 DEFIBRILLATOR/MONITOR CER# 06-0048  
12502 LIFEPAK 20 DEFIBRILLATOR/MONITOR CER# 06-0048  
12503 LIFEPAK 20 DEFIBRILLATOR/MONITOR CER# 06-0048  
12504 LIFEPAK 20 DEFIBRILLATOR/MONITOR CER# 06-0048  
12505 LIFEPAK 20 DEFIBRILLATOR/MONITOR CER# 06-0048  
12506 LIFEPAK 20 DEFIBRILLATOR/MONITOR CER# 06-0048  
12978 WHEELCHAIR W/ACCES CER# 08-0114  
12979 WHEELCHAIR W/ACCES CER# 08-0114  
12980 WHEELCHAIR W/ACCES CER# 08-0114  
12981 WHEELCHAIR W/ACCES CER# 08-0114  
12982 WHEELCHAIR W/ACCES CER# 08-0114  
12983 WHEELCHAIR W/ACCES CER# 08-0114  
12390 REFRIGERATOR - UNDERCOUNTER CER# 05-0033  
12391 REFRIGERATOR - UNDERCOUNTER CER# 05-0033  
11081 SPECTRALINK PHONE SYSTEM UPGRADE CER# 9919  
11363 LINEN HAMPERS 18" (70) CER# 9927  
11836 NURSES CALL SYSTEM & SPECTRALINK PHONE SYSTEM 4 & 5TH FL  
12069 PC AND MONITOR FOR NURSING EXEC CER# 02-0015  
12164 BLOOD PRESSURE SPHIGMOMETERS (575) CER# 03-0001  
8431 DESK JET PRINTER CER# 5693  
8443 P/C GATEWAY W/SOFTWARE CER# 5693  
8631 STACK CHAIRS (14) CER# 5797  
8695 RESUSCI-ANNE W/CASE CER# 5912  
8696 RESUSCI-ANNE W/CASE CER# 5912  
8697 LITTLE RESUSCI-ANNE (3) W/ACCES CER# 5912  
8942 COPIER CER# 6061  
8943 P/C W/COLOR MONITOR CER#  
8944 P/C W/COLOR MONITOR CER#  
8945 PC/W/COLOR MONITOR CER#  
8946 PC/W/COLOR MONITOR CER#  
9007 MARCOTEL 8-LINE TELEPHONE SYSTEM CER# 6058  
9008 VHS CAMCORDER & TRIPOD CER# 6047  
9110 EXPRESSWORKS TOOL KIT W/ACCESSORIES CER# 6152  
9111 EXPRESSWORKS TOOL KIT W/ACCESSORIES CER# 6152  
10936 P/C W/MONITOR CER# 9876 (DONATION)

Schedule 2.01(c)  
Owned Personal Property

10937 P/C W/MONITOR CER# 9876 (DONATED)  
10938 P/C W/MONITOR CER# 9876 (DONATED)  
10939 P/C W/MONITOR CER# 9876 (DONATED)  
11724 HEPA CARE FREE STANDING FILTRATION SYSTEM CER# 0002  
9117 EVERWATCH ROOM PRESSURE MONITOR CER# 6107  
9118 HEPA ROOM AIR PURIFIER CER# 6108  
9278 ROOM PRESSURE MONITORS (3) CER# 6188  
9559 DEMISTIFIER GURNEY W/CANOPY (PORTABLE) CER# 6252  
9560 DEMISTIFIER GURNEY W/CANOPY (PORTABLE) CER# 6277  
9680 P/C W MONITOR CER# 6285  
9844 DEMISTIFIER PORTABLE 2500  
7607 CRIB CER#5341  
7608 CRIB CER#5341  
7609 CRIB SPRINGFIELD COMPLETE CER# 5341  
7610 CRIB SPRINGFIELD COMPLETE CER#5341  
7611 CRIB SPRINGFIELD COMPLETE CER#5341  
7612 CRIB SPRINGFIELD COMPLETE CER#5341  
7613 CRIB SPRINGFIELD COMPLETE CER#5341  
7868 REFRIGERATOR (UNDERGROUND)  
8277 MATTRESSES (15) 80"  
8278 MATTRESSES (4) 84"  
8762 WHEELCHAIR (OVERSIZED) CER# 5965  
8783 CRASH CART W/ACCESS CER# 5947  
8858 WHEELCHAIR CER# 5967  
8859 WHEELCHAIR CER# 5967  
8860 WHEELCHAIR CER# 5967  
9017 MEDICATION CART CER# 6027  
9187 DEFIBRILLATOR  
9505 PULSE OXIMETER W/PRINTER CER#  
9506 NEONATAL MONITOR CER# 6228  
9890 WHEELCHAIR W/ACCESSORIES CER# 6391  
9891 WHEELCHAIR W/ACCESSORIES CER# 6391  
9892 WHEELCHAIR W/ACCESSORIES CER# 6391  
9893 WHEELCHAIR W/ACCESSORIES CER# 6391  
9654 NURSES CALL STATION  
7974 MEDICINE CART CER# 5481  
7982 PRINTER 4210 CER#5483  
8065 REFRIGERATOR CER# 5479  
8279 MATTRESSES (19) 80" 4BN  
8280 MATTRESSES (6) 84" 4BN  
8281 MATTRESSES (16) 80" 4BS  
8282 MATTRESSES (4) 84" 4BS  
8784 WHEELCHAIR (OVERSIZED) CER# 5966  
8785 CRASH CART W/ACCESS CER# 5952  
8861 WHEELCHAIR CER# 5961  
8862 WHEELCHAIR CER# 5961  
8863 WHEELCHAIR CER# 5961

Schedule 2.01(c)  
Owned Personal Property

8864 WHEELCHAIR CER# 5961  
9018 MEDICATION CART CER# 6026  
7975 MEDICINE CART 5A CER#5480  
8283 MATTRESSES (30) 80"  
8284 MATTRESS (4) 84"  
8816 CRASH CART W/ACCESS CER# 5943  
9019 MEDICATION CART CER# 6026  
9046 COMMODES (3) CER# 6102  
9188 DEFIBRILLATOR  
9894 SCALE-SLING BED SCALE CER# 6367  
8227 BED RETRACTABLE W/MATTRESS CER# 5579 & CER# 5580  
8228 BED RETRACTABLE W/MATTRESS CER# 5579 & CER# 5580  
8229 BED RETRACTABLE W/MATTRESS CER# 5579 & CER# 5580  
8230 BED RETRACTABLE W/MATTRESS CER# 5579 & CER# 5580  
8231 BED RETRACTABLE W/MATTRESS CER# 5579 & CER# 5580  
8232 BED RETRACTABLE W/MATTRESS CER# 5579 & CER# 5580  
8235 BEDSIDE CABINET (6) CER# 5581  
8285 MATTRESSES (11) 80" 5BR  
8286 MATTRESSES (4) 84" 5BR  
8287 MATTRESSES (20) 80" 5BT  
8288 MATTRESSES (4) 84" 5BT  
8672 TELEMETRY SYSTEM 20 UNIT CER# 5802  
8698 MEDICATION CART (DOUBLE SIDED) CER# 5895  
8786 CRASH CART W/ACCES CER# 5946  
8951 CRASH CART W/ACCESSORIES CER# 5944  
9020 MEDICATION CART CER# 6026  
9021 POCKET DOPPLER-HAND HELD CER# 6048  
9047 COMMODES (3) CER# 6102  
9063 WHEELCHAIR CUSTOM OVERSIZED CER# 6062  
9189 DEFIBRILLATOR  
7983 WHEELCHAIR - ADULT OVERSIZED CER#5482  
8289 MATTRESSES (41) 80"  
8306 MEDICATION CART - DOUBLE SIDED CER# 5597  
8402 IMPRINTER -EMBOSSER CER# 5677  
8787 BEDS (23) CER# 5827  
8788 CRASH CART /ACCESS CER# 5948  
9190 DEFIBRILLATOR  
8324 CUSTOM LINE ROTO CADDY CER #  
7932 ICE MAKER CER#5476  
8066 MEDICINE CART CER# 5515  
8132 WHEELCHAIR CER #5526  
8291 MATTRESSES (44) 80"  
8307 IMPRINTER ELECTRICAL PATIENT CHARGE  
8322 TYPEWRITER CER#  
8346 STENO CHAIRS (24) CER# 5644  
8754 RELAXER CHAIR CER# 5893  
8789 CRASH CART W/ACCESS CER# 5949

Schedule 2.01(c)  
Owned Personal Property

8952 BEDS (25) W/ACCESSORIES CER#  
12941 NURSES CALL SYSTEM CER# 08-0086  
12834 EKG SYSTEM-RESTING CER# 08-0015  
12808 SCALE-STOW-A-WEIGH WHEELCHAIR SCALE CER# 08-0006  
11580 BED W/ZONE AIRE SLEEP SURFACE  
11581 BED W/ZONE AIRE SLEEP SURFACE  
11582 BED W/ZONE AIRE SLEEP SURFACE  
11583 BED W/ZONE AIRE SLEEP SURFACE  
11584 BED W/ZONE AIRE SLEEP SURFACE  
12213 ICE/WATER DISPENSER CER# 03-0039  
10883 TABLE(2) CHAIRS (11)  
10537 PLUMBING VALVES FOR 4TH FLOOR  
10726 HANDRAILS & CRASHRAILS CP12  
12960 DOPPLER CER# 08-0107  
12383 REFRIGERATOR - UNDERCOUNTER CER# 05-0033  
12384 REFRIGERATOR - UNDERCOUNTER CER# 05-0033  
12393 REFRIGERATOR - UNDERCOUNTER CER# 05-0033  
10108 INSULATION OF DOMESTIC WATER PIPING CP12  
10157 FAX MACHINE (BTL)  
10415 SPECIALINK RISER CABLE CP12  
10416 FAX MACHINE CER#  
10417 FAX MACHINE CER#  
10418 FAX MACHINE CER#  
10419 FAX MACHINE CER#  
10420 FAX MACHINE CER#  
10421 FAX MACHINE CER#  
10422 FAX MACHINE CER#  
10423 MONITORING SYSTEM CER#  
10472 REFRIGERATOR - UNDER THE COUNTER CER CP12C  
10473 REFRIGERATOR-UNDER THE COUNTER CP12C  
10474 REFRIGERATOR-UNDER THE COUNTER CP12C  
10475 REFRIGERATOR UNDER THE COUNTER CP12C  
10476 REFRIGERATOR UNDER THE COUNTER CP12C  
10477 REFRIGERATOR UNDER THE COUNTER CP12C  
10478 REFRIGERATOR UNDER THE COUNTER CP12C  
10479 REFRIGRATOR UNDER THE COUNTER CP12C  
10508 FLOWMETERS CP12  
10509 EKG MACHINE--COMPUTERIZED CP12C  
10535 VERTICAL BLINDS FOR 4 & 5TH FL OFFICES  
10536 MINI-BLINDS FOR 4TH FLOOR OFFICES  
10577 CARPETING--PODS AND DESIGNATED AREAS  
10583 PREPARE TEMPLATES OF RADIUSSED WALL FOR CRASH RAILS  
10597 CABLING FOR NURSES CALL PROJECT  
10706 CARPETING FOR TWO FOURTH FL NURSES STATIONS  
10715 CLOCKS (44) QUARTZ WALL  
10881 EKG MACHINE CER# 9658  
10882 CARPETING--ELEVATOR NORTH LOBBY

Schedule 2.01(c)  
Owned Personal Property

11391 TELEMETRY SYSTEM W/6 TRANSMITTERS & 6 RECEIVERS CER#Z6482  
13100 DIGITAL TELEMETRY MONITORS CLINICAL SUITE CER# 09-0025  
12942 NURSES CALL SYSTEM CER# 08-0086  
13363 VSI LICENSES FOR SPACELABS MONITORS CER# 10-0036 EDM PROJ  
12996 CHAIR MULTI-PURPOSE STOCK CER# 08-0129  
12997 CHAIR MULTI-PURPOSE STOCK CER# 08-0129  
11585 BED W/ZONE AIRE SLEEP SURFACE  
11586 BED W/ZONE AIRE SLEEP SURFACE  
11587 BED W/ZONE AIRE SLEEP SURFACE  
11588 BED W/ZONE AIRE SLEEP SURFACE  
11589 BED W/ZONE AIRE SLEEP SURFACE  
12214 ICE/WATER DISPENSER CER# 03-0039  
10885 TABLE (2) CHAIRS (11)  
12373 CARE CLINER W/PLASTIC CASTERS EXTRA LARGE CER# 05-0029  
13260 TRANSMITTER-TELE CHANNEL 1436 CER# 09-0054  
13261 TRANSMITTER-TELE CHANNEL 1438 CER# 09-0054  
12182 SCALE-CARDINAL DETECTO CER# 03-0018  
12379 REFRIGERATOR - UNDERCOUNTER CER# 05-0033  
12382 REFRIGERATOR - UNDERCOUNTER CER# 05-0033  
10510 TILE MARKERS CP12  
10109 MECHANICAL INSULATION OF DOMESTIC WATER  
10432 REMOVE THERMAL INSULATION CER#  
10158 FAX MACHINE (BTL)  
10159 FAX MACHINE (BTL)  
10160 FAX MACHINE (BTL)  
10424 FAX MACHINE CER#  
10425 FAX MACHINE CER#  
10426 FX MACHINE CER#  
10427 FAX MACHINE CER#  
10428 FAX MACHINE CER#  
10429 FAX MACHINE CER#  
10430 MONITORING SYSTEM CER#  
10431 CARPETING -- NURSING STATIONS CER#  
10433 REFRIGERATOR CER#  
10434 REFRIGERATOR CER#  
10435 REFRIGERATOR CER#  
10480 REFRIGERATOR UNDER THE COUNTER CP12C  
10481 REFRIGERATOR UNDER THE COUNTER CP12C  
10482 REFRIGRATOR UNDER THE COUNTER CP12C  
10483 REFRIGERATOR UNDER THE COUNTER CP12C  
10484 REFRIGERATOR UNDER THE COUNTER CP12C  
10485 REFRIGERATOR UNDER THE COUNTER CP12C  
10486 MONITOR 17" COLOR COMPUTER  
10539 MINI-BLINDS FOR 5TH FLOOR OFFICES  
10539 EKG --COMPUTERIZED  
10540 REFRIGERATOR  
10578 CARPETING--PODS AND DESIGNATED AREAS

Schedule 2.01(c)  
Owned Personal Property

10707	UCW PAGING INTRFACE/CABLE & MTNCE AGREE CER# Z6524
10716	CLOCKS (44) QUARTZ WALL
10727	REFRIGERATOR--UNDERCOUNTER CP12
10884	CARPETING--ELEVATOR NORTH LOBBY
10943	MONITOR--17" COLOR CP12
10944	MONITOR--17" COLOR CP12
11392	TELEMETRY SYSTEM W/40 TRANSMITTERS & 40 RECEIVERS CER#Z6482
11567	TELEMETRY SYSTEM W/6 TANSMITTERS & RECEIVERS CER# 9924
12083	SPACELAB TRANSMITTER CER#02-0019
12084	SPACELABS TRANSMITTER CER#02-0019
12085	SPACELABS TRANSMITTER CER#02-0019
12086	SPACELABS TRANSMITTER CER# 02-0019
12087	SPACELABS TRANSMITTER CER# 02-0019
12088	SPACELABS TRANSMITTER CER# 02-0019
12089	SPACELABS TRANSMITTER CER# 02-0019
12263	TELEMETRY TRANSMITTER CER# 04-0014
12264	TELEMETRY TRANSMITTER CER#04-0014
7594	MONITOR/RESPIRATORY W/BATTERY CER#5318
7894	MONITOR APNEA CER# 5442
8639	FAX PHONE CER# 5861
8700	VENTILATOR IV 100BM CER# 5859
8732	PULSE OXIMETER W/ACCESS CER# 5895
8733	MONITOR CER# 5880
8755	OXYMETRY MODULE CER# 5880
8756	INFANT MONIOTR CER# 5860
8757	INFANT MONITOR CER# 5860
8792	WARMER - AIR SHIELDS INTENSIVE CARE CER# 5864
8638	FAX PHONE CER# 5862
8649	PIC 486 LOW PROFILE SYSTEM CER# 5863
12998	CHAIR MULTI-PURPOSE STOCK CER# 08-0129
12999	CHAIR MULTI-PURPOSE STOCK CER# 08-0129
12972	CHAIRS TASK ARMLESS (12) & TASK W/ARMS 1 CER#08-0112
12952	ICE MAKER CER# 08-0091
12953	ICE MAKER CER# 08-0091
12209	TREATMENT LIGHT FOR PATIENT ROOM CER# 03-0037
12380	REFRIGERATOR - UNDERCOUNTER CER#05-0033
12381	REFRIGERATOR - UNDERCOUNTER CER# 05-0033
9751	CHAIRS (12) SWIVEL TILT GREY CER# 6346
7758	OVERBED TABLE
7759	OVERBED TABLE
7760	OVERBED TABLE
7761	OVERBED TABLE
7782	OVERBED TABLE
7763	OVERBED TABLE
7764	OVERBED TABLE
7765	OVERBED TABLE
7767	ROCKER/RECLINER

Schedule 2.01(c)  
Owned Personal Property

7768	ROCKER/RECLINER
7769	ROCKER/RECLINER
7770	ROCKER/RECLINER
7771	ROCKER/RECLINER
7772	ROCKER/RECLINER
7773	ROCKER/RECLINER
7774	ROCKER/RECLINER
7775	ROCKER/RECLINER
7777	BED (CRITICAL CARE)
7776	BED (CRITICAL CARE)
7779	BED (CRITICAL CARE)
7780	BED (CRITICAL CARE)
7781	BED (CRITICAL CARE)
7782	BED (CRITICAL CARE)
7783	BED (CRITICAL CARE)
7784	BED (CRITICAL CARE)
7785	BED (CRITICAL CARE)
7913	SINGLE CHANNEL RECORDER CER#
7954	TRANSPORT STRETCHER CER#5462
7959	FURNITURE TRANSFERRED FR WORK IN PROGRESS
8120	MONITOR SIRECUST 404-1
8122	EKG/RESPIRATORY CARTRIDGE
8123	BLOOD PRESSURE CARTRIDGE
8125	BLOOD PRESSURE CARTRIDGE
8126	BLOOD PRESSURE CARTRIDGE
8127	CENTRAL STATION 454-1
8150	CRT TERMINAL CER#5470
8427	FAXPHONE CER# 5717
8717	BLOOD PRESSURE MONITOR W/ADULT CUFF ASSMT CER# 5903
8802	OBESE WHEELCHAIR CER# 5963
9935	TELEMETRY MONITOR EVALUATION CER# 6423
9964	TEN PATIENT MONITORING SYSTEM CER# 6423
9965	PATIENT MONITORING SYSTEM CER# 6423
11768	ADAAPTER CABLES CER# 0036
11769	ECG CABLES & LEAD WIRES (5) CER# 0036
8128R	INSTALLATION & ACCESSORIES SIEMENS MONITORING SYSTEM
9970	CONDUIT CABLING FOR CI/SI MONITORS CER# C6424
12526	EXTERNAL PULSE GENERATOR SINGLE CHAMBER W/CABLE CER#06-0036
12529	EXTERNAL PULSE GENERATOR SINGLE CHAMBER W/CABLE CER# 06-0036
12249	MOLDED SHARPS FOOT PEDAL CART CER# 04-0006
12250	MOLDED SHARPS FOOT PEDAL CART CER# 04-0006
9595	MATTRESSES (10) CER# 6263
7703	CART FOR LIFEPAK 8
7726	BED (CRITICAL CARE)
7727	BED (CRITICAL CARE)
7728	BED (CRITICAL CARE)
7729	BED (CRITICAL CARE)

Schedule 2.01(c)  
Owned Personal Property

7730	BED (CRITICAL CARE)
7731	BED (CRITICAL CARE)
7732	BED (CRITICAL CARE)
7733	BED (CRITICAL CARE)
7734	BED (CRITICAL CARE)
7735	BED (CRITICAL CARE)
7736	OVERBED TABLE
7737	OVERBED TABLE
7738	OVERBED TABLE
7739	OVERBED TABLE
7740	OVERBED TABLE
7741	OVERBED TABLE
7742	OVERBED TABLE
7743	OVERBED TABLE
7744	OVERBED TABLE
7745	OVERBED TABLE
7746	ROCKER/RECLINER
7747	ROCKER/RECLINER
7748	ROCKER/RECLINER
7749	ROCKER/RECLINER
7750	ROCKER/RECLINER
7751	ROCKER/RECLINER
7752	ROCKER/RECLINER
7753	ROCKER/RECLINER
7754	ROCKER/RECLINER
7755	ROCKER/RECLINER
7870	REFRIGERATOR/FREEZER
7875	REFRIGERATOR (UNDERCOUNTER)
7876	REFRIGERATOR (UNDERCOUNTER)
7958	FURNITURE TRANSFERRED FR WORK IN PROGRESS
8418	FAXPHONE CER# 5716
8702	BLOOD PRESSURE MONITOR W/ADULT CUFF ASSMT CER# 5902
8703	P/C COMPAQ 4/25 W/MONITOR AND WORD PERFECT CER# 5920
8735	WEIGHING CHAIR CER# 5906
8857	WHEELCHAIR CER# 5968
9028	PULSE OXIMETER CER# 6078
9179	DOPPLER CER# 6082
9192	DEFIBRILLATOR
9966	TEN PATIENT MONITORING SYSTEM CER# 6424
8075R	OXYGEN TANK HOLDERS (7) & FOOT EXTENDER PAD (1)
R9077	RECLINER AND 4 DRAWER CHEST CER# 7003
7874	REFRIGERATOR (UNDERCOUNTER)
7933	DEFIBRILLATOR - LIFEPAK 8 W/ACCES CER 5410
8236	SIRECUST 404-1 MONITORING SYSTEM (10) CER# 5412 TO 5418
8435	FAXPHONE CER# 5730
8701	BLOOD PRESSURE MONITOR W/ADULT CUFF ASSMT CER# 5904
8734	WEIGHING CHAIR CER# 5907

Schedule 2.01(c)  
Owned Personal Property

8817 CRASH CART W/ACCESS CER# 5951  
8818 RADIOLUCENT BED W/BED FUNCTION CER#  
8819 RADIOLUCENT BED W/BED FUNCTION CER#  
8820 RADIOLUCENT BED W/BED FUNCTION CER#  
8821 RADIOLUCENT RED W/BED FUNCTION CER#  
9025 PULSE OXIMETER CER# 6079  
11590 BED W/ZONE AIRE SLEEP SURFACE  
11591 BED W/ZONE AIRE SLEEP SURFACE  
11592 BED W/ZONE AIRE SLEEP SURFACE  
11593 BED W/ZONE AIRE SLEEP SURFACE  
11594 BED W/ZONE AIRE SLEEP SURFACE  
11595 BED W/ZONE AIRE SLEEP SURFACE  
11596 BED W/ZONE AIRE SLEEP SURFACE  
11597 BED W/ZONE AIRE SLEEP SURFACE  
11598 BED W/ZONE AIRE SLEEP SURFACE  
11599 BED W/ZONE AIRE SLEEP SURFACE  
8170 WHEELCHAIR EXTRA-WIDE CER#5543  
8225 BED RETRACTABLE W/MATTRESS CER# 5579 & CER# 5580  
8226 BED RETRACTABLE W/MATTRESS CER# 5579 & CER# 5580  
8234 BEDSIDE CABINET (2) CER# 5581  
8262 ICE MACHINE CER# 5583  
8293 MATTRESSES (33) 80"  
8294 MATTRESS 84"  
8417 RADIANT HEAT PANEL CEILING MOUNT CER#  
8791 CRASH CART W/ACCESS CER# 5942  
9022 MEDICATION CART CER# 7005  
9193 DEFRIBRILLATOR  
9626 OFFICE FURNITURE CER# 6296  
8311 TYPEWRITER - ELECTRONIC CER# 5606  
9705 P/C W/MONITOR/PRINTER/WINDOWS CER# 6273  
13450 NURSES CALL SYSTEM CER# 10-0037  
13025 BLADDER SCAN CER# 08-0139  
12338 SILESTONE COUNTER TOP FOR NURSING STATION CER#05-0014  
12336 STACKING ARM CHAIRS (25) CER# 05-0014  
12212 ICE/WATER DISPENSER W/STAND CER# 03-0039  
12420 SETEE (2) IN SMOOZE RUBY CER# 05-0014  
12421 CHAIR - LOUNGE (2) TRIST DAFIDIL CER# 05-0014  
12345 CHART BINDERS W/ACCESSORIES (35) CER# 05-0014  
12422 TABLES LAMP (3) CER# 05-0014  
12337 SHOWER/COMMODE CHAIR (2) CER# 05-0014  
12423 TABLE COFFEE CHERRY & WALL MOUNT POCKET SYSTEM CER# 05-0014  
12344 REALITY ORIENTATION BOARDS (2) & XWIDE COMMODE CER 05-0014  
12386 REFRIGERATOR - UNDERCOUNTER CER# 05-0033  
8215 BED RETRACTABLE W/MATTRESS CER # 5579 & CER# 5580  
8216 BED RETRACTABLE W/MATTRESS CER# 5579 & CER# 5580  
8217 BED RETRACTABLE W/MATTRESS CER# 5579 & CER# 5580  
8218 BED RETRACTABLE W/MATTRESS CER# 5579 & CER# 5580

Schedule 2.01(c)  
Owned Personal Property

8219 BED RETRACTABLE W/MATTRESS CER# 5579 & CER# 5580  
8220 BED RETRACTABLE W/MATTRESS CER# 5579 & CER# 5580  
8221 BED RETRACTABLE W/MATTRESS CER# 5579 & CER# 5580  
8222 BED RETRACTABLE W/MATTRESS CER# 5579 & CER# 5580  
8223 BED RETRACTABLE W/MATTRESS CER# 5579 & CER# 5580  
8224 BED RETRACTABLE W/MATTRESS CER# 5579 & CER# 5580  
8233 BEDSIDE CABINET (6) CER# 5581  
8456 MATTRESSES (2) MAXIFLOAT & (1) DURAFLOAT CER# 5580  
8699 BED SCALE (SLING SCALE) CER# 5911  
8790 CRASH CART W/ACCESS CER# 5950  
8877 SHOWER PANEL/CABINET/CHAIR CER#  
8953 BLOOD PRESSURE WALL UNITS (34) CER#  
9064 PROFEX CART COVERS(2) IV STANDS(4) KIT(2) CER# 6118  
9194 DEFIBRILLATOR  
12334 PC LAPTOP W/ACCESSORIES CER# 05-0009  
12352 FRAMED PRINTS (8) CER# 05-0017  
13034 PHOENIX DIALYSIS SYSTEM CER# 09-0018  
13035 PHOENIX DIALYSIS SYSTEM CER# 09-0018  
13036 PHOENIX DIALYSIS SYSTEM CER# 09-0018  
13037 PHOENIX DIALYSIS SYSTEM CER# 09-0018  
13038 PHOENIX DIALYSIS SYSTEM CER# 09-0018  
13039 PHOENIX DIALYSIS SYSTEM CER# 09-0018  
7884 DIALYSIS SYSTEM CENTRY 3 CER#5400  
8428 DIALYSIS REDY 2000 MACHINE CER# 5706  
8718 DIALYSIS UNIT (CENTURY III SYSTEM) CER# 5885  
9119 BLOOD PRESSURE MONITOR CER# 5885  
11281 HEMODIALYSIS UNIT CER# 9910  
11966 CENTRYSYSTEM 3 DIALYSIS SYSTEM CER# 0103  
11967 CENTRY3 DIALYSIS SYSTEM CER#0103  
11968 CENTRYSYSTEM 3 DIALYSIS SYSTEM CER# 0103  
12072 REVERSE OSMOSIS UNIT CER# 0141  
12184 REVERSE OSMOSIS DIALYSIS MACHINE CER# 03-0019  
13000 PULMONARY FUNCTION MACHINE CER# 08-0122  
13283 VENTILATOR 840 CER# 10-0010  
13281 VENTILATOR 840 CER# 10-0010  
13282 VENTILATOR 840 CER# 10-0010  
12587 VENTILATOR PURITAN-BENNETT 840 CER 07-0015  
12588 VENTILATOR PURITAN BENNETT 840 CER#07-0015  
12589 VENTILATOR PURITAN-BENNETT 840 CER# 07-0015  
12590 VENTILATOR PURITAN BENNETT 840 CER# 07-0015  
12591 VENTILATOR PURITAN-BENNETT 840 CER# 07-0015  
12592 VENTILATOR PURITAN-BENNETT 840 CER# 07-0015  
12593 VENTILATOR PURITAN-BENNETT 840 CER# 07-0015  
12594 VENTILATOR PURITAN-BENNETT 840 CER# 07-0015  
12021 BUYOUT OF SEIMENSSERVO 300A VENTILATORS CER# 0096  
13353 BIPAP VISION CER# 10-0024  
13354 BIPAP VISION CER# 10-0024

Schedule 2.01(c)  
Owned Personal Property

13355 BIPAP VISION CER# 10-0024  
12346 BIPAP VISION VENTALLATION UNIT CER# 05-0016  
12347 BIPAP VISION VENTILLATION UNIT CER# 05-0016  
12348 BIPAP VISION VENTILLATION UNIT CER# 05-0016  
12349 BIPAP VISION VENTILLATION UNIT CER# 05-0016  
12203 BIPAP VISION VENTILATOR SYSTEM COMPLETE CER# 03-0035  
12018 VENTILATOR, MILLENEUM ENGLISH CER# 0098  
12019 BIPAP VISION SYSTEM VENTILATOR (COMPLETE) CER# 0097  
12020 BIPAP VISION SYSTEM VENTILATOR (COMPLETE) CER# 0097  
12973 PERCUSSOR GK3 W/STAND & ADAPTER CER# 08-0113  
12819 PERCUSSOR CER# 07-0031  
7815 VENTILATOR 7200A CER#6309  
7586 RECORDER/TRANSCRIBER CER#5378  
7795 DISPLAY TERMINAL CER#5385  
7796 PRINTER CER#5385  
7935 7200A VENTILATOR W/ACCESS CER# 5448  
7946 PULSE OXIMETER W/FINGER PROBE CER# 5448  
8137 ANALYZER DS II A CER# 5456  
8272 VENTILATOR IV 100U INFANT CER#5595  
8538 PULSE OXIMETER W/ULTRASYN C CER# 5783  
8539 PULSE OXIMETER CER# 5783  
8540 PULSE OXIMTER CER# 5783  
8578 PULSE OXIMETER W/FINGER CLIP-ACCESS CER# 5793  
8579 PULSE OXIMETER W/FINGER CLIP - ACCESS CER#5793  
8580 PULSE OXIMTER W/FINGER CLIP--ACCESS CER# 5793  
8581 PULSE OXIMETER W/FINGER CLIP - ACCESS CER#5793  
8582 PULSE OXIMETER W/FINGER CLIP--ACCESS CER# 5793  
8583 PULSE OXIMETER W/FINGER CLIP - ACCESS CER# 5793  
8584 PULSE OXIMETER W/FINGER CLIP--ACCESS CER# 5793  
8585 PULSE OXIMTER W/FINGER CLIP CER# 5793  
8586 PULSE OXIMETER W/FINGER CLIP--ACCESS CER# 5793  
8587 PULSE OXIMETER W/ULTRASYN C CER# 5793  
8588 POET II MONITORING SYSTEM (DEMO) CER# 5793  
8883 E CYLINDER HANDLES (120) CER# 6033  
8884 ARIDYNE COMPRESSOR CER# 5939  
8885 ARIDYNE COMPRESSOR CER# 5939  
8886 ARIDYNE COMPRESSOR CER# 5939  
8887 ARIDYNE COMPRESSOR CER# 5939  
8957 SINGLE STAGE REGULATORS (10)CER# 6038  
8958 SUPPORT ARM 3 POSITION (5) CER# 6039  
8959 BI-PAP STD SYSTEM CER# 6051  
9220 PULSE OXIMETER CER# 6179  
9221 PULSE OXIMETER CER# 6179  
9222 PULSE OXIMETER CER # 6179  
9223 PULSE OXIMETER CER# 6179  
9627 PULSE OXIMETER CER# 6279  
9669 MINI OX III MONITOR /MICRO BLENDER & ACCESSORIES CER# 6310

Schedule 2.01(c)  
Owned Personal Property

12011	PEDIATRIC AEROSOL TENT CER# 0087
12012	PEDIATRIC AEROSOL TENT CER# 0087
12013	PEDIATRIC AEROSOL TENT CER# 0087
12014	PEDIATRIC AEROSOL TENT CER# 0087
12135	BLOOD GAS ANALYZER CER#02-0042
12136	BLOOD GAS ANALYZER CER# 02-0042
12137	BLOOD GAS ANALYZER CER# 02-0042
13456	PERINATAL SECURITY SYSTEM (OBIX)CER# 10-0026
13410	INFANT SECURITY SYSTEM CER# 10-0040
13451	NURSES CALL SYSTEM CER# 10-0037
12094	BIRTHING TABLE W/ANESTHESIA ARMBOARDS CER#02-0028
13415	ISOLETTE INCUBATOR/CABINET CER# 10-0040
13416	ISOLETTE INCUBATOR/CABINET CER# 10-0040
13417	ISOLETTE INCUBATOR/CABINET CER# 10-0040
13411	MONITOR/FETAL CER#10-0040
13412	MONITOR/FETAL CER# 10-0040
13413	MONITOR/FETAL CER# 10-0040
13414	MONITOR/FETAL CER# 10-0040
13461	INFANT CARE BED RESP W/ WARMING & BILLI LIGHT.CER#10-0040
13462	INFANT CARE BED RESP W/ WARMING & BILLI LIGHT.CER# 10-0040
13463	INFANT CARE BED RESP W/ WARMING & BILLI LIGHT.CER#10-0040
13464	INFANT CARE BED RESP W/ WARMING & BILLI LIGHT CER# 10-0040
13475	TRANSPORT INCUBATOR 500 CER# 10-0040
13375	BILLI BLANKET PHOTO THERPY CER# 10-0040
13376	BILLI BLANKET PHOT THERPY CER# 10-0040
13369	PATIENT MONITORING SYSTEM CER# 10-0025
13370	PATIENT MONITORING SYSTEM CER# 10-0025
13371	PATIENT MONITORING SYSTEM CER# 10-0025
13372	PATIENT MONITORING SYSTEM CER# 10-0025
13373	PATIENT MONITORING SYSTEM CER# 10-0025
13368	PATIENT MONITORING SYSTEM CER# 10-0025
13407	DEFIBRILLATOR/MONITOR FBC CER# 10-0040
13408	DEFIBRILLATOR/MONITOR CER# 10-0040
12095	BIRTHING TABLE W/ANES ARMBOARDS REMANUFACTURED CER# 02-0028
12568	CLARITY SCREENER CER# 06-0091
13409	CABINETS/BEDSIDE (18) CER# 10-0040
12740	WARMING CABINET CER# 07-0050
12144	INFANT WARMER CER# 02-
12743	MONITOR - MCARE 300W/ACCESSORIES CER#07-0061
12744	MONITOR - MCARE 300 W/ACCESSORIES CER# 07-0061
12745	MONITOR - MCARE300 W/ACCESSORIES CER# 07-0061
12746	MONITOR - MCARE300 W/ACCESSORIES CER# 07-0061
12747	MONITOR - MCARE300 W/ACCESSORIES CER# 07-0061
11193	BIRTHING BED
11194	BIRTHING BED
11195	BIRTHING BED
11196	BIRTHING BED

Schedule 2.01(c)  
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11197	BIRTHING BED
11198	BIRTHING BED
11199	BIRTHING BED
12363	MONITOR PROCARE 320 CER# 05-0031
11150	FURNITURE LDRP UPGRADES
11161	CHAIRS (28) TABLES (2)
13477	HP COMPUTER-LJ PRINTER CER# 10-0056 FBC
12555	RESTING EKG SYSTEM MAC 1200 CER# 12000.3400
11147	CHAIRS-OPEN ARM (10)
12279	PULL CABLE FOR FETAL MONITORING SYSTEM CER# 04-0018
12560	OXYGEN BLENDER W/MOUNTING BRACKET CER# 07-0001
12561	OXYGEN BLENDER W/MOUNTING BRACKET CER# 07-0001
12562	OXYGEN BLENDERS W/MOUNTING BRACKET CER# 07-0001
11168	STOOLS (11)
11260	PEDIATRIC SCALE W/ACCESSORIES
12494	QS SYSTEM FOR 2 FLAT SCREEN MONITORS IN OB CER#06-0044
11231	BASSINET W/DROP LEAF SHELF
11232	BASSINET W/DROP LEAF SHELF
11233	BASSINET W/DROP LEAF SHELF
11234	BASSINET W/DROP LEAF SHELF
11235	BASSINET W/DROP LEAF SHELF
11236	BASSINET W/DROP LEAF SHELF
11237	BASSINET W/DROP LEAF SHELF
11238	BASSINET W/DROP LEAF SHELF
11239	BASSINET W/DROP LEAF SHELF
11240	BASSINET W/DROP LEAF SHELF
11241	BASSINET W/DROP LEAF SHELF
11242	BASSINET W/DROP LEAF SHELF
11243	BASSINET W/DROP LEAF SHELF
11244	BASSINET W/DROP LEAF SHELF
11245	BASSINET W/DROP LEAF SHELF
11227	CLUSTER CART
11228	CLUSTER CART
11229	CLUSTER CART
11148	FABRIS FOR UPHOLSTERING
11169	STOOLS W/BACKS (2)
11151	RECLINER
11152	RECLINER
11153	RECLINER
11154	RECLINER
11155	RECLINER
11156	RECLINER
11157	RECLINER
11158	RECLINER
11159	RECLINER
11160	RECLINER
11170	HAMPERS (10)

Schedule 2.01(c)  
Owned Personal Property

11165	EXAM TABLE
11149	TAABLES END (2)
11201	TABLE DROP LEAF
11202	TABLE DROP LEAF
11203	TABLE DROP LEAF
11204	TABLE DROP LEAF
11205	TABLE DROP LEAF
11206	TABLE DROP LEAF
11207	TABLE DROP LEAF
11208	TABLE DROP LEAF
11176	BASIN STAND (2) & STEP STOOL(9)
11246	BEDSIDE CABINET
11247	BEDSIDE CABINET
11248	BEDSIDE CABINET
11249	BEDSIDE CABINET
11250	BEDSIDE CABINET
11251	BEDSIDE CABINET
11252	BEDSIDE CABINET
11253	BEDSIDE CABINET
11171	SHOWER STOOLS (12)
11925	SAFE PLACE EXIT ALARM SYSTEM SINGLE DOOR CER# 0073
11214	OVERBED TABLE W/VANITY AND MIRROR
11215	OVERBED TABLE W/VANITY AND MIRROR
11216	OVERBED TABLE W/VANITY AND MIRROR
11217	OVERBED TABLE W/VANITY AND MIRROR
11218	OVERBED TABLE W/VANITY AND MIRROR
11219	OVERBED TABLE W/VANITY AND MIRROR
11220	OVERBED TABLE W/VANITY AND MIRROR
11221	OVERBED TABLE W/VANITY AND MIRROR
11222	OVERBED TABLE W/VANITY AND MIRROR
11223	OVERBED TABLE W/VANITY AND MIRROR
11224	OVERBED TABLE W/VANITY AND MIRROR
11225	OVERBED TABLE W/VANITY AND MIRROR
11226	OVERBED TABLE W/VANITY AND MIRROR
7650	MONITOR CER#5333
7898	SYSTEM 5 OB/GYNE MODEL CER# 5439
7919	PULSE OXIMETER CER#5457
7936	MONITOR-FETAL CER#5443
7941	PULSE OXIMETER CER#5457
8421	NEONATAL INTENSIVE CARE BED CER# 5703
8463	EXCEL 210 ANESTHESIA MACHINE CER# 5694
8464	EXCEL 210 ANESTHESIA MACHINE CER# 5694
8679	PASSPORT MONITORING SYSTEM CER# 5865
8736	INSTRUMENT REPAIR AND REPLACEMENT CER# 5897
8795	NEONATAL BED CER# 5899
8954	CRASH CART
9681	SECURITY SYSTEM LDRP CER# 5293

Schedule 2.01(c)  
Owned Personal Property

9682 SECURITY SYSTEM LDRP CER#6293  
9825 PATIENT STATION CER# 6293  
9842 REFRIGERATOR - DONATED BY FOUNDATION  
9928 INFANT PROTECTION SYSTEM CER# 6376  
9936 MONITOR - INTRAPARTUM FETAL W/ACCESSORIES CER# 6393  
9937 MONITOR - INTRAPARTUM FETAL W/ACCESSORIES CER# 6393  
9938 MONITOR- INTRAPARTUM FETAL W/ACCESSORIES CER# 6393  
9939 MONITOR - INTRAPARTUM FETAL W/ ACCESSORIES CER# 6393  
9987 INSTALLATION OF THE NEW BORN CHANNEL CER# 6384  
9988 INFANT PROTECTION SYSTEM CER# 6376  
10404 FETAL MONITORING SYSTEM  
10705 TRANSLUMINATOR CER# 9842  
10935 OBSTETRICAL INSTRUMENTS CER# 6519 (FOUNDATION DONATION)  
11007 PULSE OXIMETER CER# 9908  
11008 PULSE OXIMETER CER# 9908  
11009 PULSE OXIMETER CER# 39908  
11010 PULSE OXIMETER CER# 9908  
11011 PULSE OXIMETER CER# 9908  
11146 FAX MACHINE  
11162 VERTICAL BLINDS  
11163 ARTWORK  
11164 REGULATOR-STANDARD THREE MODE CONTINUOUS (15)  
11166 LINEN HAMPERS (4)  
11167 WASTEBASKETS (18)  
11172 LIGHT- MINOR PROCEDURE  
11173 LIGHT - MINOR PROCEDURE  
11174 LIGHT-MINOR PROCEDURE  
11175 LIGHT - MINOR PROCEDURE  
11177 FETAL MONITOR - DEMO UNIT  
11178 FETAL MONITOR DEMO UNIT  
11179 SABRE 2400 LED ESU W/ACCESSORIES CER# 6324  
11180 LIGHT- DUAL ARM SURGICAL  
11181 CART-ENCLOSED SURGICAL W/ACCESSORIES  
11182 CART-ENCLOSED SURGICAL W/ACCESSORIES  
11183 CART-ENCLOSED SURGICAL W/ACCESSORIES  
11184 REFRIGERATOR - UNDERCOUNTER ULINE  
11185 REFRIGERATOR - UNDERCOUNTER U LINE  
11186 REFRIGERATOR - UNDERCOUNTER U LINE  
11187 REFRIGERATOR UNDERCOUNTER U LINE  
11188 ICE DISPENSEER  
11189 PASSPORT PORTABLE VITAL SIGNS MONITOR CER# 6311  
11190 NURSES CALL STATION  
11191 INCUBATOR 8000IC DEMO  
11192 INCUBATOR 8000SC DEMO  
11200 STRETCHER-HYDRAULIC W/MATTRESS  
11209 MONITOR MODULE W/PULL OUT KEYPAD SHELF  
11210 MONITOR MODULE W/PULL OUT KEYPAD SHELF

Schedule 2.01(c)  
Owned Personal Property

11211 MONITOR MODULE W/PULL OUT KEYPAD SHELF  
11212 MONITOR MODULE W/PULL OUT KEYPAD SHELF  
11213 MONITOR MODULE W/PULL OUT KEYPAD SHELF  
11230 MIRROR  
11254 COMMUNICATIONS BOARD AND OUTPUT CABLE CER# 6318  
11255 COMMUNICATIONS BOARD AND OUTPUT CABLE CER# 6318  
11256 SYRINGE INFUSION PUMP  
11257 INFANT WARMER W/ACCESSORIES  
11258 INFANT WARMER W/ACCESSORIES  
11259 INFANT WARMER W/ACCESSORIES  
11364 PHONE SYSTEM (10) 4 LINE W/INTERCOM CER# 9943  
11481 FETAL MONITOR W/ACCESSORIES CER# 9921  
11482 FETAL MONITOR W/ACCESSORIES CER# 9921  
11483 FETAL MONITOR W/ACCESSORIES CER# 9921  
11484 FETAL MONITOR W/ACCESSORIES CER# 9921  
11485 FETAL MONITOR W/ACCESSORIES CER# 9921  
11486 FETAL MONITOR W/ACCESSORIES CER# 9921  
11487 FETAL MONITOR W/ACCESSORIES CER# 9921  
11488 FETAL MONITOR W/ACCESSORIES CER# 9921  
11728 TELEPHONES 4LINE (7) CER #0008  
11930 ULTRASOUND SYSTEM--JUSTVISION 400 CER#0079  
12141 POCKET DOPPLER CER# 02-0045  
12175 MONITOR - CARDIO CAP 5 CER# 03-0016  
12278 SERVER EQUIPMENT CER# 04-0018  
12280 PC W/MONITOR & KEYBOARD CER# 04-0018  
12281 PC W/MONITOR & KEYBOARD CER# 04-0018  
12282 PC W/MONITOR & KEYBOARD CER# 04-0018  
12283 PC W/MONITOR & KEYBOARD CER# 04-0018  
12284 PC W/MONITOR & KEYBOARD CER# 04-0018  
12285 PC W/MONITOR & KEYBOARD CER# 04-0018  
12286 PC W/MONITOR & KEYBOARD CER# 04-0018  
12287 PC W/MONITOR & KEYBOARD CER# 04-0018  
12288 PC W/MONITOR & KEYBOARD CER# 04-0018  
12289 PC W/MONITOR & KEYBOARD CER# 04-0018  
12290 PC W/MONITOR & KEYBOARD CER# 04-0018  
12291 PC W/MONITOR & KEYBOARD CER# 04-0018  
12292 PC W/MONITOR & KEYBOARD CER# 04-0018  
12293 PC W/MONITOR & KEYBOARD CER# 04-0018  
12294 PC W/MONITOR & KEYBOARD CER# 04-0018  
12295 HP LASER PRINTER CER# 04-0018  
12296 NETWORK SUPPORT/HARDWARE CER# 04-0018  
12741 MONITOR-VITAL SIGNS MCARE 300 CER# 07-0050  
12215 ICE/WATER DISPENSER CER# 03-0035  
10808 TABLE AND CHAIRS (8) CER# 6327  
10806 CHAIR --MID BACK (20) CER# 6327  
10810 VERTICAL BLINDS CER# 6327  
10795 CRIB AND MATTRESS CER# 6327

Schedule 2.01(c)  
Owned Personal Property

12961 DOPPLER CER# 08-0107  
10811 FRAMED ARTWORK CER# 6327  
12385 REFRIGERATOR - UNDERCOUNTER CER# 05-0033  
12397 REFRIGERATOR - UNDERCOUNTER CER# 05-0033  
10796 CRIB MATTRESS (3) & GATCH REPLACEMENTS (3) CER# 6327  
10797 RECLINER CER# 6327  
10798 RECLINER CER# 6327  
10799 RECLIMNER CER# 6327  
10800 RECLINER CER# 6327  
10801 RECLINER CER# 6327  
10802 RECLINER CER# 6327  
10803 RECLINER CE# 6327  
10789 BEDSIDE TABLE CER# 6327  
10790 BEDSIDE TABLE CER #6327  
10791 BEDSIDE TABLE CER# 6327  
10792 BEDSIDE TABLE CER# 6327  
10793 BEDSIDE TABLE CER# 6327  
10794 BEDSIDE TABLE CER# 6327  
10785 BED HEAD AND FOOT ASSEMBLY CER# 6327  
10786 BED HEAD AND FOOT ASSEMBLY CER# 6327  
10787 BED HEAD AND FOOT ASSEMBLY CER# 6327  
10788 BED HEAD AND FOOT ASSEMBLY CER# 6327  
10804 INTERIOR INFORMATION SIGNS CE# 6327  
10805 NURSES CALL STATION UPGRADE CER #6327  
10807 SCALE CER# 6327  
10809 CUBICLE CURTAINS (20) CER# 6327  
12198 PULSE OXIMETER W/STAND CER# 03-0030  
12993 CYSTO TABLE CER# 08-0087  
13452 SURGICAL TOWERS WITH LAP CAMERA CER# 10-0050  
13453 SURGICAL TOWERS WITH LAP CAMERA CER# 10-0050  
13454 SURGICAL TOWERS WITH LAP CAMERA CER# 10-0050  
13455 SURGICAL TOWERS WITH LAP CAMERA CER# 10-0050  
13250 MICROSCOPE-OPHTHALMIC W/OPMI LUMERA/XY COUPLING CER#09-0046  
13367 SURGICAL TABLE CER# 10-0030  
12817 WASHER DISINFECTION MACHINE FOR SURGICAL INST CER# 07-0057  
12401 ANESTHESIA MACHINE & ACCESSORIES CER# 05-0019  
12402 ANESTHESIA MACHINE & ACCESSORIES CER# 05-0019  
12403 ANESTHESIA MACHINE & ACCESSORIES CER# 05-0019  
12404 ANESTHESIA MACHINE & ACCESSORIES CER# 05-0019  
12405 ANESTHESIA MACHINE & ACCESSORIES CER# 05-0019  
12579 BRONCHOSCOPY SYSTEM VIDEO CER# 07-0014  
12092 ORTHOPEDIC SURGERY TABLE CER# 02-0027  
12508 PORTABLE XRAY UNIT C-ARM CER# 05-0063  
13114 GLIDE SCOPE SYSTEM CER# 09-0029  
12151 STRYKER SURGICAL POWER INSTRUMENTS CER# 02-0060  
13113 IPC SYSTEM & ENDO SCRUB 2 CER# 09-0027  
12822 SURGICAL POWER DRILL MAXI CER# 08-0004

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12406	ANESTHESIA MACHINE & ACCESSORIES CER# 05-0019
12407	ANESTHESIA MACHINE & ACCESSORIES CER# 05-0019
11750	SURGICAL TABLE ELECTRO/HYDRAULIC CER# 0025
11751	SURGICAL TABLE ELECTRO/HYDRAULIC CER# 0025
13383	TOURNIQUET- AUTOMATIC CER# 10-0031
12823	SURGICAL POWER DRILL MINI CER# 08-0004
13384	TOURNIQUET-AUTOMATIC CER# 10-0031
13385	TOURNIQUET-AUTOMATIC CER# 10-0031
13112	ELECTROSURGICAL UNIT CER# 09-0026
13109	ELECTROSURGICAL UNIT CER# 09-0026
13110	ELECTROSURGICAL UNIT CER# 09-0026
13111	ELECTROSURGICAL UNIT CER# 09-0026
12408	ACCURUS 800CS MULTI-FUNCTION SYSTEM
12302	SYNTHESE INSTRUMENTATION SYSTEM CER# 04-0020
13444	URETEROSCOPE CER# 10-0051
12769	DUAL CHANNEL URETEROSCOPE CER# 07-0068
12875	MOBILE STAND GLIDESCOPE SYSTEM W/MONITOR & CASE CER#07-0052
13009	TABLE POWERED BEACH CHAIR CER# 08-0077
13377	BI POLAR CYSTO TRAY W/WORKING ELEMENT CER# 10-0014
13378	BI POLAR CYSTO TRAY W/WORKING ELEMENT CER# 10-0014
12530	LIGHT SOURCE CER# 07-0009
13459	CADAVER CARRIER CER# 10-0041
12113	STRAIGHT TRACTION EXT AND ORTHO TABLE CER#02-0039
13018	LAPROSCOPIC INSTRUMENTS CER# 09-0005
10111	TABLE SURGICAL W/ ACCESSORIES CER# C6489
10112	TABLE SURGICAL W/ACCESSORIES CER# C6489
12022	SURGICAL SCOPES-URETEROSCOPE/CYSTOSCOPES CER# 0115
12729	FIBERSCOPE W/LIGHT SOURCE KIT/TRACHEAL INTUBATION CER#07-0052
13366	IRRIGATION TOWER CER# 10-0029
12552	LIGHT SOURCE CER# 06-0075
12091	ORTHOPEDIC SURGERY TABLE CER# 02-0027
9841	SURGICAL TABLE CER# 6345
10686	SURGERY PANEL ELECTRIC CER# 9868
12965	TABLE FIXATION STAPLE DRIVER/EXTRACTOR CER# 08-0081
13001	STOOL-VASCULAR SURGICAL CER# 08-0140
12514	PHACO HANDPIECES AND ACCES FOR CATARACT TRAYS CER#06-0067
12483	TABLE-BASIC HOURGLASS CER# 06-0041
12491	OR EYE CATERACT TRAY CER# 06-0046
13115	URETHRAL SUTURE GUIDE ROTH GRIP-TIP CER# 09-0034
12541	TABLE-OPERATING BIG CASE BACK CER# 06-0074
12489	OR AV FISTULA TRAY CER# 06-0045
12849	MAGNIFICATIONGLASSES FOR SURGICAL CASES CER# 08-0030
9715	SURGICAL LIGHT W/DUAL WALL CONTROL CER# 6279
9716	SURGICAL LIGHT W/DUAL WALL CONTROL CER# 6279
12194	INFUSOR PUMP CER# 03-0015
12195	INFUSOR PUMP CER#03-0015
12488	OR AV FISTULA TRAY CER# 06-0045

Schedule 2.01(c)  
Owned Personal Property

10987 INTERMETRO CHROME GRID SHELVING CER# 8873  
12112 ANESTHESIA CART CER# 02-0040  
12105 ANESTHESIA CART CER# 02-0040  
12106 ANESTHESIA CART CER# 02-0040  
12107 ANESTHESIA CART CER# 02-0040  
12108 ANESTHESIA CART CER# 02-0040  
12109 ANESTHESIA CART CER# 02-0040  
12110 ANESTHESIA CART CER# 04-0040  
12111 ANESTHESIA CART CER# 02-0040  
12484 CATERACT TRAYS (INSTRUMENTS) CER#06-0046  
10956 SEATS--TWOSEATER & SINGLE SEAT CER# 9877  
12097 HEADREST--SWIVEL HORSESHOE FOR SURGERY CER# 02-0036  
12524 LASER MICRON SLIMLINE 200 FIBER CER#@ 06-0043  
12395 REFRIGERATOR - UNDERCOUNTER CER# 05-0033  
12493 OR AV FISTULA TRAY CER# 06-0045  
12490 OR EYE CATERACT TRAY CER# 06-0046  
12492 OR AV FISTULA TRAY CER# 06-0045  
12416 EYE SURGICAL INSTRUMENTS CER# 05-0049  
12415 EYE SURGICAL INSTRUMENTS CER# 05-0050  
12525 BEAVER BLADE KNIFE HANDLE PART OF CER# 06-0046  
7148 NE PRENATAL PROBE CER# 5125  
7166 OSCILLATING SAW W/AUTO CLAVE CASE CER# 5131  
7173 LUTEX MOBILE SYSTEM W/STAND DEMO UNIT CER# 5124  
7179 VIDEO CAMERA ITTRI APPROVED/AUTOBRITE ILLUMINATOR CER# 5123  
7185 BRONCHOFIBERSCOPE STANDARD SET CER#5134  
7222 UNIVERSAL STIRRUPS CER# 5149  
7223 30 DEGREE HOPKINE II TELESCOPE CER#5172  
7226 ARTHROSCOPY ACCESSORIES CER# 5162  
7229 ARTHROSCOPY ACCESSORIES/SHEATH CER#5162  
7234 LAPAROSCOPE TRAY INSTRUMENTS CER#5135  
7235 LAPAROSCOPE TRAY INSTRUMENTS CER#5135  
7296 CYSTO MONITOR SUPPORT CER#5154  
7298 TOURNIQUET SYSTEM CER#5159  
7316 CEBOTOME KIT CER# 5191  
7317 DRILL/REAMER W/O HOSE CER#5192  
7320 MEDIUM BUR GUARD CER# 5192  
7321 HYDRAULIC STRETCHER TABLE CER# 5161  
7322 OMPI MD PKG F/NEUROSURGERY W/DUAL VIEWING OPTION CER#5176  
7323 DRILL W/O HOSE CER# 5192  
7345 OR INSTRUMENTS CER# 5191  
7359 30 DEGREE MICROVISION LENS CER# 5210  
7370 HEATER PROBE UNIT CER# 5215  
7371 CYCSTOFIBERSCOPE CER# 5225  
7372 ULTRASONIC LITHOTRIPTER CER# 5206  
7373 OR URETERSCOPE CER# 5210  
7385 WILSON UTILITY TABLE CER# 5214  
7386 WILSON UTILITY TABLE CER# 5214

Schedule 2.01(c)  
Owned Personal Property

7387	WILSON UTILITY TABLE CER# 5214
7388	WILSON UTILITY TABLE CER# 5214
7389	WILSON UTILITY TABLE CER# 5214
7390	WILSON UTILITY TABLE CER# 5214
7391	WILSON UTILITY TABLE CER# 5214
7392	WILSON UTILITY TABLE CER# 5214
7393	PARTS FOR THOMPSON RETRACTOR CER# 5258
7409	LEMAITRE VALVULOTOMES SYSTEM CER# 5260
7410	EXCALIBUR ELECTROSURGICAL UNIT W/ACCESSORIES CER# 5245
7411	EXCALIBUR ELECTROSURGICAL UNIT W/ACCESSORIES CER# 5245
7412	EXCALIBUR ELECTROSURGICAL UNIT W/ACCESSORIES CER# 5245
7413	EXCALIBUR ELECTROSURGICAL UNIT W/ACCESSORIES CER# 5245
7414	EXCALIBUR ELECTROSURGICAL UNIT W/ACCESSORIES CER# 5245
7415	EXCALIBUR ELECTROSURGICAL UNIT W/ACCESSORIES CER# 5245
7448	PHACOEMULSIFIER EYE MODULAR UNIT CER# 5252
7497	MALIS BIPOLAR COAGULATOR CER# 5263
7513	SURGICAL INSTRUMENT TRAY
7514	SURGICAL INSTRUMENT TRAY
7515	SURGICAL INSTRUMENT TRAY
7575	SURGICAL TRAY INSTRUMENTS
7587	LAPAROSCOPY/PELVISCOPY MICROSURGICAL INSTRUMENT CER# 5299
7595	PUMP/IRRIGATION SYSTEM CER#5299
7596	ENDOBLADE/LAPAROSCOPY SET CER#5299
7627	REAMER-DRIVER W/ACCESSORIES CER#5339
7628	CRANIAL FACIAL SET CER#5338
7629	INSUFFLATOR W/CO2 HIGH FLOW CER#5299
7648	ORTHOPEDIC INSTRUMENT TRAY CER#5349)
7649	LEMO TO SMA ADAPTER CER#5299
7684	OSCILLATING SAW W/O HOSE CER#5386
7885	ARTHROSCOPIC LEG HOLDER CER#5420
7908	CESCO WASHER CER#5331
7917	FURLow CYLINDER INSERTER CER#5464
7918	HALL NEURAIRTOME CER #5463
7934	MODULUS II ANESTHESIA MACHINE W/ACCESS CER#5455
7960	FURNITURE TRANSFERRED FR WORK IN PROGRESS
8070	LIGHT SOURCE CER#5440
8071	COLOR MONITOR 19" CER# 5440
8133	MEDICAL TV CAMERA CER# 5440
8134	VHS RECORDER FOR CAMERA CER# 5440
8135	DIRECT COUPLER/CABLE FOR CAMERA CER# 5440
8136	CART - VIDEO /19" MONITOR CER #5440
8159	IMAGING CART FOR MONITOR AND SYSTEMS ACCESSORIES CER#5440
8160	SYSTEM FOR LAPROSCOPIC/CHOLECYSTECTOMY CER# 5440
8163	AIR-DERMATONE KIT CER# 5561
8184	MONITORING SYSTEM SIRECUST 730 CER # 5455
8243	FLEXIBLE SIGMIOFIBERSCOPE CER# 5600
8250	DYOCAM 750 VIDEO CAMERA SYSTEM CER# 5588

Schedule 2.01(c)  
Owned Personal Property

8270 ENDOSCOPY CART CER# 5588  
8271 INTERCRANIAL PRESSURE MONITOR CER# 5829  
8308 PELVIC POSITIONER CER# 5640  
8325 INSTRUMENTS FOR LAPROSCOPIC/CHOLECSTECTEMY CER #5440  
8326 WIRE DRIVER MICRO 100 CER# 5643  
8327 SERIES III DRILL/REAMER CER# 5642  
8328 SERIES III TRAUMA DRILL CER# 5642  
8459 RESPIRATORY GAS MONITOR CER# 5700  
8460 EXTREMITIES TABLE CER# 5726  
8461 VERSA-FX FEMORAL FIXATION SYSTEM CER# 5731  
8462 ECTRA SYSTEM DIRECT VIEW CER# 5727  
8476 FURNISH AND INSTALL SURGERY INTERCOM SYSTEM CER# 5699  
8477 RESPIRATOR W/AIRWAY FLOW SENSOR CLIP/FINGER CLIP CER# 5745  
8478 RESPIRATOR W/AIRWAY FLOW SENSOR CLIP/FINGER CLIP CER# 5745  
8479 RESPIRATOR W/AIRWAY FLOW SENSOR CLIP/FINGER CLIP CER# 5745  
8501 SUGAIRTOME 2 HANDPIECE W/O HOSE CER# 5766  
8502 BEAM SPLITTER,LAPAROSCOPE,RESECTOSCOPE,MORCELLATOR  
CER#5897  
8640 ARTERIO-VEINUS FISTULA TRAY CER# 5786  
8673 OPHTHAMOLOGY SURGERY MICROSCOPE CER# 5884  
8706 BRONCHOFIBERSCOPE CER# 5880  
8706 GASTROINTESTINAL FIBERSCOPE CER# 5879  
8707 INTRACONE INTRAMEDULLARY FLEXIBLE REAMER CER# 5883  
8794 SMOKE EVACUATION SYSTEM CER# 5881  
8880 FIBEROPTIC ENDOSCOPE CER# 6029  
8881 VIDEO CAMERA W/SCOPES CER# 6030  
9027 SURGISTOOL II CER# 6066  
9028 PNEUMATIC STOOL CER# 6066  
9029 IMAGE INTENSIFICATION ACCESSORY CER# 5787  
9065 SMALL FRAGMENT TRAY CER# 6114  
9128 DEFIBRILLATOR W/EXTERNAL PACEMAKER CER# 6019  
9142 ORTHOGRAPHIC OR TABLE REFURBISHED CER 6135 ORG F/A #2904  
9143 OR TABLE REFURBISHED CER# 6135 ORG F/A ITEM# 2863  
9144 HYDRAULIC SURGEONS CHAIR CER# 6128  
9145 REFURBISH LARGE AND SMALL BONE TRAYS (3) CER# 6156  
9146 SKIN GRAFT MESHER CER# 6155  
9207 ANESTHESIA STOOL CER# 7004  
9208 ANESTHESIA STOOL CER# 7004  
9209 ANESTHESIA STOOL CER# 7004  
9210 ANESTHESIA STOOL CER# 7004  
9211 UTILITY CART CER# 6154  
9212 UTILITY CART CER# 6154  
9213 UTILITY CART CER# 6154  
9214 UTILITY CART CER# 6154  
9215 UTILITY CART CER# 6154  
9248 INSTRUMENT TABLE CER# 6154  
9249 INSTRUMENT TABLE CER# 6154

Schedule 2.01(c)  
Owned Personal Property

9274	REFURBISH SHAMPAIGN OR TABLE CER# 6135
9365	ENDOSCOPIC WASHER PROCESSOR CER# 6159
9508	BOOKWALTER RETRACTOR KIT II CER# 6165
9596	VIDEO PRINTER CER# 6264
9670	EYE SURGERY EQUIPMENT CER# 6306
9683	VERSIPOWER PLUS DRILL & BATTERY CER#
9684	VERSIPOWER PLUS DRILL & BATTERY CER#
9685	VERSIPOWER PLUS REAMER & BATTERY CER#
9686	MODULAR ACETABLUAR REAMER & BATTERY CER#
9687	VERSIPOWER RECIPRICATOR SAW CER# 6301
9706	VIDEO CAMERA W/MONITOR/CABINET CER# 6294
9707	VIDEO CAMERA W/MONITOR/CABINET CER# 6294
9708	ENDOSCOPIC SYSTEM CER# 6294
9709	PROBE - RETINAL
9710	PROBE-INTRA VITREAL END FREEZE
9711	CHAN-WRIST SUPPORT
9713	ELECTRIC DRIVE CONSOLE CER#
9717	PROBE-INTRA VITREAL END FREEZE CER#
9718	LASER CONSOLE & LASER INDIRECT OPHTHALMASCOPE CER# 6322
9738	COLONOFIBERSCOPE CER# 6333
9826	UNIVERSAL STIRRUPS & POLYMER PADS CER# 6359
9827	DIGITAL MINI CAM W/MOUNT CER# 6264
9828	DIGITAL MINI CAM W/MOUNT CER# 6264
9845	DIRECT PRESSURE MONITOR W/ACCESSORIES CER# 6364
9895	MINI C-ARM DIGITAL IMAGING SYSTEM CER# 6368
9940	OPHTHALMASCOPE- BINOCULAR INDIRECT CER# Z6437
10110	DRILL & SINUS DEBRIBER CER# C6493
10113	OPHTHALMIC CRYO SYSTEM CER# C6504
10114	REINVERTING OR LENS SYSTEM CER# C6503
10115	BASIN SCREW SET CER# C6503
10116	BASIN PLATE SET LCDCL CER# C6503
10117	CONNER WARD & RHEIN NEEDLES CER# C6503
10118	BRONCHOSCOPE - PEDIATRIC CER# C8503
10119	WIRE HOLDING FORCEPS CER# C6503
10120	SURGICAL INSTRUMENTS CER# Z6503
10121	DIAMOND KNIFE FOR CATARACT SURGERY CER# Z6503
10123	SCOPES (3) CER# Z6503
10124	SM-TAPERED PLIERS & RETRACTION CER# Z6503
10125	PRINTER & MONITOR CER# Z6505
10126	SURGICAL INSTRUMENTS CER# Z6503
10127	PROMEDICA CART CER# Z6503
10128	SURGICAL LIGHT CER# C6490
10191	FLAT POINT PLIERS CER# Z6503
10192	WILSON CONVEX FRAME (LAMINECTOMEY) CER# Z6503
10222	DIOPTIC GLASS LENSES CER# Z6503
10436	SURGICAL INSTRUMENTS CER# Z6503
10437	SURGICAL INSTRUMENTS CER#Z6503

Schedule 2.01(c)  
Owned Personal Property

10748	INTERMETRO NEURO CART CER# 9841
10773	TOURNIQUET SYSTEM W/ ACESSORIES CER# 9870
10970	SURGICAL LASER-COHERENT VERSA PLUS HOLIUM CER# 9829
10971	STERILAZATION SYSTEM CER# 9873
10972	STERILIZATION SYSTEM CER# 9873
10973	STERILIZATION SYSTEM CER# 9873
10980	POWERFORMA ANGLED HANDPIECE OTOTOLOGY DRILL CER# 9892
10981	BLOOD WARMER W/AUDIBLE ALARM CER# 9893
10982	BLOOD WARMERW/AUDIBLE ALARM CER# 9893
10983	BLOOD WARMR W/AUDIBLE ALARM CER# 9893
11064	PED'S SUPPLY CART CER# 9902
11065	FOOT CART CER# 9902
11066	PACE MAKER CART CER# 9902
11067	VACILAR ACCESS CART CER# 9902
11068	AUTO SUTURE CART CER# 9902
11069	GENERAL PLASTIC CART CER# 9902
11070	EYE CART CER #9902
11071	ENT CART CER# 9902
11072	HIP CART CER# 9902
11073	CAST CART CER# 9902
11074	HIP PIN CART CER #9902
11075	HIP PIN CART CER# 9902
11076	HIP PIN CART CER# 9902
11082	SURGICAL INSTRUMENTS CER# 9914
11282	AIR DERMATOME KIT CER# 9918
11283	SERIES OSCILLATING SAW W/O HOSE CER# 9922
11284	TELESCOPE CER# 9914
11285	FORCEPS - OPTICAL BIOPSY CEER# 9914
11286	RETRACTOR CER# 9925
11393	EEG UNIT CER# C6481
11588	STERILIZER EAGLE CENTURY SERIES CER# 9916
11635	FORCEPS--OPTICAL GRASPING CER# 9914
11701	CASE-METAL W/COVER CER# 9914
11702	BRONCHOFIBERSCOPE CER# 9950
11703	BROCHOFIBERSCOPE CER# 9950
11704	P/C W/MONITOR & PRINTER CER# 9962
11719	BLACK MAX KIT-N CER# 9952
11752	CUTTER 2-1 EXPANSION RATIO CUTTING WHEEL CER# 0024
11763	B-SPEED REDUCER PERFORATOR DRIVER W/HUDSON CER# 0026
11779	MICRO 100 WIREDRIVER W/O HOSE CER# 0031
12070	FIBEROPTIC FLEXIBLE BRONCHOSCOPE CER#02-0013
12093	FLEXIBLE SCOPE STERILIZER CER# 02-0022
12130	ANESTHESIA MONITOR AS-3 DEMO CER# 02-0002
12131	ANESTHESIA MONITOR AS-3 DEMO CER# 02-0002
12132	ANESTHESIA MONITOR AS-3 DEMO CER# 02-0002
12133	ANESTHESIA MONITOR AS-3 DEMO CER# 02-0002
12134	ANESTHESIA MONITOR AS-3 DEMO CER# 02-0002

Schedule 2.01(c)  
Owned Personal Property

12166 MINI-FRAGMENT INSTRUMENT IMPLANT CER# 03-0003  
12196 SURGICAL SMARTDOP RECORDING DOPPLER CER# 03-0036  
12210 FLEXIBLE URETEROSCOPE W/ACCESSORIES CER# 03-0043  
12374 ACUFEX SCISSORS 20 & ACUFEX BASKET PUNCH CER# 05-0041  
12375 TURBO PHACO HAND PIECE CER# 05-0045  
12727 HYSTEROSCOPE ENDOSCOPE CER# 07-0052  
12728 MONITORING SYSTEM A-2000 (7)  
12734 EXTERNAL FIXATOR SET CER# 07-0044  
7318REV SAGITTAL SAW W/O HOSE CER# 5192  
12426 PACU MONITORING SYSTEM CER# 06-0005  
12554 BLANKET WARMING CABINET CER# 06-0084  
12818 ICE MAKER CER# 08-0018  
12388 REFRIGERATOR - UNDERCOUNTER CER# 05-0033  
3058 DOPPLER/PENCIL PROBE CHARGER CABLE/GEL MANUAL STERO HEADSET  
3830 2-STEEL CABINETS  
5274 SIRECUST MONITOR & POWER CABLE CER #4145  
5276 SIRECUST MONITOR & POWER CABLE CER #4145  
5276 2-EKG RESPIRATION CARTRIDGES & PATIENT CABLES CER #4145  
5277 ACCESSORY EQUIP FOR SIEMENS MONITORING SYSTEM CER #4145  
5278 ACCESSORY EQUIP FOR SIEMENS MONITORING SYSTEM CER #4145  
5282 EKG RESPIRATOR CARTRIDGE/PATIENT CABLE CER #4345  
5283 EKG RESPIRATION CARTRIDGE/PATIENT CABLE CER #4345  
5285 FLUSH MONUNTS/FRONT PLATES/INSTALL CABLES CER #4145  
5568 PORTABLE OPERATING LIGHT  
5861 MONIOTRING SYSTEM SIRECUST 404 (2) CER# 4397  
6135 MONITORING SYSTEM SIRECUST 404 (4) CER# 4506  
5136 CONTINUED FROM ITEM 6135 SIEMANS CER#4506  
7024 STRETCHER - MIDMARK CER# 5011  
7025 STRETCHER - MIDMARK CER# 5011  
7026 STRETCHER - MIDMARK CER# 5011  
7027 STRETCHER - MIDMARK CER# 5011  
7028 STRETCHER - MIDMARK CER# 5011  
7029 STRETCHER - MIDMARK CER# 5011  
7030 STRETCHER - MIDMARK CER# 5011  
7031 STRETCHER - MIDMARK CER# 5011  
7032 STRETCHER - MIDMARK CER# 5011  
7033 STRETCHER - MIDMARK CER# 5011  
7379 PULSE OXIMETER W/INTEGRAL PRINTER CER# 5243  
7947 BAIR HUGGER WARMING SYSTEM CER# 5472  
8156 PULSE OXIMETER W/PRINTER CER# 5550  
8423 CRITICARE PULSE OXIMETER SYSTEM (6) CER# 5598  
8737 PORTABLE VITAL SIGN MONITOR CER# 5891  
8760 RESPOND CART MATTRESSES (5) CER# 5890  
8761 GOMCO SUCTION REGULATORS (9) CER# 5806  
8762 GOMCO VACUUM MANIFOLD SYSTEM (8) CER# 5806  
8796 CUBILCE CURTAINS (7) CER# 5809  
8960 ICE MAKER (WALNUT) CER# 6064

Schedule 2.01(c)  
Owned Personal Property

8961	NON-INVASIVE BLOOD PRESSURE MONITOR CER# 6031
8962	NON-INVASIVE BLOOD PRESSURE MONITOR CER# 6031
8963	NON-INVASIVE BLOOD PRESSURE MONITOR CER# 6031
8964	NON-INVASIVE BLOOD PRESSURE MONITOR CER# 6031
8965	NON-INVASIVE BLOOD PRESSURE MONITOR CER# 6031
8966	NON-INVASIVE BLOOD PRESSURE MONITOR CER# 6031
8967	NON-INVASIVE BLOOD PRESSURE MONIOTR CER# 6031
8968	NON-INVASIVE BLOOD PRESSURE MONIOTR CER# 6031
8970	CRASH CART CER# 5951
9038	REFRIGERATOR CER# 6076
9048	HEMOCUE GLU-PHOTOMETER CER#
10988	RELIANCE SURGICAL STRETCHER CART CER# 9890
10989	RELIANCE SURGICAL STRETCHER CART CER# 9890
10990	RELIANCE SURGICAL STRETCHER CART CER# 9890
10991	RELIANCE SURGICAL STRETCHER CART CER# 9890
11569	DEFIBRILATOR W/ACCESSORIES CER# 9933
11720	LOCKING UNDERCOUNTER REFRIGERATOR CER# 9960
12314	BEDSIDE MONITOR CER# 05-0001
12315	BEDSIDE MONITOR CER#05-0001
11698	CHAIRS (70) CP7
11664	CHAIRS (16) CP7
11647	OVERBED TABLES (18) CP7
11661	CRIB W/MATTRESS CP7
11662	CRIB W/MATTRESS CP7
11663	CRIB W/MATTRESS CP7
11667	CHAIR PAGODA FAN (12) CP7
11671	OFFICE FURNITURE CP7
11652	I.V. STANDS (18) CP7
11654	CHAIR--ROOMMATE HEALTH CARE CP7
11655	CHAIR ROOMMATE HEALTH CARE CP7
11658	CHAIR ROOM MATE HEALTH CARE CP7
11692	ROOMMATE RECLINER W/FOOTREST CP7
11693	ROOMMATE RECLINER W/FOOTREST CP7
11694	ROOMMATE RECLINER CP7
11695	ROOMMATE RECLINER CP7
11696	ROOMMATE RECLINER CP7
11697	ROOMMATE RECLINER CP7
12389	REFRIGERATOR - UNDERCOUNTER CER# 05-0033
12396	REFRIGERATOR - UNDERCOUNTER CER# 05-0033
4896	ICE MACHINE
4912	REFRIGERATOR 6.5 CU FT
4913	REFRIGERATOR 6.5 CU FT CER#4156
8506	FAXPHONE CER# 5754
8740	CHAIR- BLOOD DONOR CER# 5892
9049	HEMOCUE GLU-PHOTOMETER CER#
9226	STRETCHER CART CER# 6145
9227	STRETCHER CART CER# 6145

Schedule 2.01(c)  
Owned Personal Property

9228	STRETCHER CART CER# 6145
9229	STRETCHER CART CER# 6145
9230	STRETCHER CART CER# 6145
9231	STRETCHER CART CER# 6145
9232	STRETCHER CART CER# 6145
9233	STRETCHER CART CER# 6145
9234	STRETCHER CART CER# 6145
9235	STRETCHER CART CER# 6145
9236	STRETCHER CART CER# 6145
9237	STRETCHER CART CER# 6145
11570	DEFIBRILATOR W/ACCESSORIES CER# 9933
	COMPOSER NURSES COMMUNICATION SYSTEM W/PILLOW SPEAKERS
11646	CP7
11648	CHAIR BLOOD DRAW CP7
11649	HAMPERS--LINEN(3) CP7
11650	REFRIGERATOR CP7
11651	CUBICLE CURTAINS (18) CP7
11653	RUBBER WSTEBASKETS (24) CP7
11657	REFRIGERATOR - UNDERCOUNTER CP7
11658	REFRIGERATOR--UNDERCOUNTER CP7
11659	VACUTRON SUCTION REGULATORS (10) CP7
11660	BAUM INFLATION SYSTEMS (15) CP7
11655	PULSE OXIMETER W/ACCESS CP7
11666	PULSE OXIMETER W/ACCESS CP7
11688	TIMETER O2 FLOE CP7
11669	ICE MAKER UNDERCOUNTER CP7
11670	ICE MAKER UNDERCOUNTER CP7
11672	COMPUTER TERMINAL CP7
11673	COMPUTER TERMINAL CP7
11674	COMPUTER TERMINAL CP7
11675	COMPUTER TERMINAL CP7
11676	COMPUTER TERMINAL CP7
11677	COMPUTER TERMINAL CP7
11678	COMPUTER TERMINAL CP7
11679	PRINTER CP7
11680	PRINTER CP7
11681	PRINTER CP7
11682	PRINTER CP7
11683	PRINTER CP7
11684	SCANNER CP7
11685	SCANNER CP7
11686	SCANNER CP7
11687	PRINTER CP7
11688	PRINTER CP7
11689	PRINTER CP7
11690	DUAL ACTIVE STAR PINS REVERSED CP7 (COMPUTER HARDWARE)
11691	DUAL ACTIVE STAR PINS REVERSED CP7 (COMPUTER HARDWARE)

Schedule 2.01(c)  
Owned Personal Property

11699 TABLES (12) CP7  
12058 SOFTWARE - CORPORATE HEALTH SERVICE CER# 02-0021  
12071 LAPTOP & DOCKING STATION CER# 02-0016  
12077 FILE SERVER CER# 02-0021  
12098 PC EQUIPMENT FOR CORPORATE HEALTH PROJECT CER#02-0021  
12099 LAP TOP & DOCKING STATION CER# 02-0021  
12120 P/C FOR CORPORATE HEALTH CER# 02-0021  
12121 P/C & MONITER FRO CORPORATE HEALTH CER# 02-0021  
12129 COMPUTER HARDWARE CER# 02-0021  
12156 PC AND MONITOR CER# 02-0021  
13154 LOCKERS ON WHEEL BASE W/ACCESSORIES CER# 08-0037  
13181 PATIENT MONITORING SYSTEM CER# 08-0037  
13182 PATIENT MONITORING SYSTEM CER# 08-0037  
13183 PATIENT MONITORING SYSTEM CER# 08-0037  
13184 PATIENT MONITORING SYSTEM CER# 08-0037  
13185 PATIENT MONITORING SYSTEM CER# 08-0037  
13186 PATIENT MONITORING SYSTEM CER# 08-0037  
13187 PATIENT MONITORING SYSTEM CER# 08-0037  
13188 PATIENT MONITORING SYSTEM CER# 08-0037  
13189 PATIENT MONITORING SYSTEM CER# 08-0037  
13190 PATIENT MONITORING SYSTEM CER#08-0037  
13191 PATIENT MONITORING SYSTEM CER# 08-0037  
13192 PATIENT MONITORING SYSTEM CER# 08-0037  
13195 PATIENT MONITORING SYSTEM CER# 08-0037  
13198 PATIENT MONITORING SYSTEM CER# 08-0037  
13160 OFFICE FURNITURE CER# 08-0037  
13244 OXYGEN FLOWMETERS/REGULATORS/SAFE TRAPS (35) N.ED #08-0037  
13245 SPHYGMOMANOMETER,ANEROID WALL MOUNT (15) NEW ED CER# 08-0037  
13157 DEFIBRILLATOR W/ACCES CER# 08-0037  
13158 DEFIBRILLATOR W/ACCES CER# 08-0037  
12563 PERFORATED BEAM SEATING FOR ER CER# 08-0077  
13159 BLANKET WARMER CER# 08-0037  
13209 SEATING FOR WAITING ROOM NEW ED CER# 08-0037  
13308 SEATING FOR ED CER# 10-0002  
12527 CAREPOINT EMS WORKSTATION CER#08-0004  
11480 LOCKERS ON WHEEL BASE W/ACCESSORIES CER# 9951  
13137 STRETCHER W/WHEELS CER# 08-0037  
13138 STRETCHER W/WHEELS CER# 08-0037  
13139 STRETCHER W/WHEELS CER# 08-0037  
13140 STRETCHER W/WHEELS CER# 08-0037  
13141 STRETCHER W/WHEELS CER# 08-0037  
13142 STRETCHER W/WHEELS CER# 08-0037  
13143 STRETCHER W/WHEELS CER# 08-0037  
13144 STRETCHER W/WHEELS CER# 08-0037  
13145 STRETCHER W/WHEELS CER# 08-0037  
13146 STRETCHER W/WHEELS CER# 08-0037  
13147 STRETCHER W/WHEELS CER# 08-0037

Schedule 2.01(c)  
Owned Personal Property

13148 STRETCHER W/WHEELS CER# 08-0037  
13149 STRETCHER W/WHEELS CER# 08-0037  
13150 STRETCHER W/WHEELS CER# 08-0037  
13151 STRETCHER W/WHEELS CER# 08-0037  
13356 I.V. POLES PERMANENT 2-STAGE (15) CER# 10-0032  
13135 OVERBED TABLES (15) CER# 08-0037  
13153 ICE MAKER CER# 08-0037  
13357 ICE MACHINE AND FILTERS CER# 10-0034  
12566 EKG MACHINE MARQUETTE MAC 5000 BASIC CER# 06-0082  
13152 BROSELOW SMART CART CER# 08-0037  
11021 SEATING FOR ER WAITING ROOM CER# 9851  
12239 ELECTRIC TABLE W/O TOP & SLIT LAMP CER# 04-0009  
12570 STRETCHER - TRANSTAR PROCEDURAL CER# 06-0079  
12571 STRETCHER-TRANSTAR PROCEDURAL CER# 06-0079  
12572 STRETCHER-TRANSTAR PROCEDURAL CER# 06-0079  
12573 STRETCHER-TRANSTAR PROCEDURAL CER# 06-0079  
12574 STRETCHER-TRANSTAR PROCEDURAL CER# 06-0079  
12575 STRETCHER-TRANSTAR PROCEDURAL CER# 06-0079  
12576 STRETCHER-TRANSTAR PROCEDURAL CER# 06-0079  
13136 LIGHT-PRIMA PROCEDURE CER# 09-0037  
12871 PRESSURE MONITOR AND BATTERY CER# 07-0032  
12824 MERCI & GAI-TRONICS CONSOLE INSTALLATION CER# 07-0040  
12199 TONOMETER W/STARTER KIT CER# 03-0029  
13134 REFRIGERATOR - CER# 08-0037  
13155 DOPPLER & STAND W/LOCK CER# 08-0037  
13156 DOPPLER & STAND W/LOCK CER# 08-0037  
12835 REFRIGERATOR FOR ED MEDICINE ROOM CER# 08-0020  
12962 DOPPLER CER# 08-0107  
10887 ELECTRICAL WORK -10 PHONES CER# 9851  
11022 SEATING FOR SMALL ER WAITING ROOM CER# 9851  
13131 REFRIGERATOR-UNDER COUNTER CER# 08-0037  
13132 REFRIGERATOR-UNDER COUNTER CER# 08-0037  
13133 REFRIGERATOR-UNDER COUNTER CER# 08-0037  
10729 WALL PANELS CER# 9851  
11023 SEATING FOR FAMILY ROOM CER# 9851  
11019 SAFE CER# 9851  
11033 ROUND TABLE AND CHAIRS CER# 9851  
12378 REFRIGERATOR- UNDERCOUNTER CER# 05-0033  
12251 MOLDED SHARPS FOOT PEDAL CART CER# 04-0006  
4159 3-STRYKER CARTS  
4182 4-STRYKER CARTS  
4163 STRYKER CART  
4164 ULTRASOUND STETHOSCOPE DOPPLER  
4165 3- INSTACARE CART W/4IN PAD MANUAL FOULER  
4657 THUMPER CARDIOPULMONARY RESUSCITATION SYSTEM  
4658 3-ECG MONITOR MODULE & DEFIBRILLATOR MODULE 5403/5411  
4859 EMERGENCY CARTS

Schedule 2.01(c)  
Owned Personal Property

4660 ECG MONITOR & DEFIBRILLATOR  
EMERGENCY CARTS 2PATIENT CABLES+3RLECG PAPER FOR LP6  
4661 MONITOR  
4662 3-WALL TRANSFORMER UNIT+HANDLE FOR HALOGEN INST  
4664 MEMORY VISION PROCESSOR S/N 4083 S/N 4085 MEMORY VISION AL  
4665 INSTALLATION+MATERIAL FOR CARDIAC MONITORS  
4808 INSTALLATION ONLY OF 4 CARDIO TRACERS CER# 4115  
4809 K SLIT LAMP CER# 4051  
4810 APPLANATION TONOMETER CER# 4051  
DOPPLER W/PENCIL PROBE/ADULT PROBE/STERO HEADPHONE CER#  
5108 4239  
5294 DRY HEAT BLOOD WARMING SYSTEM CER# 4374  
5678 MARQUETTE MAC-1 CARDIOGRAM RECORDER S/N I-1010177  
5794 THUMPER CPR RESUSCITATOR W/STORAGE/HOSPITAL BOARD CER# 4376  
7046 NURSES STATION RECONFIGURATION W/NEW TRIAGE AREA CER# 5007  
7150 CABINETS FOR ER AREA CONSTRUCTED BY HCH PERSONNEL CER# 5077  
7230 FAX MACHINE CER# 5130  
7300 STRETCHER CART CER#5171  
7301 STRETCHER CART CER#5171  
7302 STRETCHER CART CER#5171  
7303 DEFIBRILLATOR W/ACCES CER#5174  
7304 MONITOR CER#5174  
7576 STRETCHER CER# 5278  
7577 STRETCHER CER# 5278  
7578 STRETCHER CER# 5278  
7631 SUCTION REGULATOR INTERMITTANT/CONTINUOUS CER#5340  
7632 SUCTION REGULATOR INTERMITTANT/CONTINUOUS CER#5340  
7633 SUCTION REGULATOR INTERMITTANT/CONTINUOUS CER# 5340  
7634 SUCTION REGULATOR INTERMITTANT/CONTINUOUS CER#5340  
7635 SUCTION REGULATOR INTERMITTANT/CONTINUOUS CER#5340  
7653 STRETCHER ED CER#5344  
7654 STRETCHER ED CER#5344  
7655 STRETCHER ED CER#5344  
7691 ISOLETTE INFANT INCUBATOR CER#5348  
7704 EXCHANGE CART SYSTEM W/TRUCK  
7705 EXCHANGE CART SYSTEM W/TRUCK  
7706 EXCHANGE CART SYSTEM W/TRUCK  
7707 EXCHANGE CART SYSTEM W/TRUCK  
7708 EXCHANGE CART SYSTEM W/TRUCK  
7709 EXCHANGE CART SYSTEM W/TRUCK  
7710 EXCHANGE CART SYSTEM W/TRUCK  
7711 EXCHANGE CARTA SYSTEM W/TRUCK  
7712 EXCHANGE CART SYSTEM W/TRUCK  
7713 EXCHANGE CART SYSTEM W/TRUCK  
7714 EXCHANGE CART SYSTEM W/TRUCK  
7715 EXCHANGE CART SYSTEM W/TRUCK  
7716 EXCHANGE CART SYSTEM W/TRUCK  
7717 EXCHANGE CART SYSTEM W/TRUCK

Schedule 2.01(c)  
Owned Personal Property

7718	EXCHANGE CART SYSTEM W/TRUCK
7719	WARMING CABINET
7720	MOBILE EXAM LIGHT
7721	MOBILE EXAM LIGHT
7722	EXAM LIGHT (CEILING)
7723	EXAM LIGHT (CEILING)
7724	EXAM LIGHT (CEILING)
7725	EXAM LIGHT (CEILING)
7871	REFRIGERATOR/FREEZER
7872	REFRIGERATOR
7910	STRETCHER W/PAD & FOOT PAN CER#5433
7911	STRETCHER W/PAD & FOOT PAN CER#5433
7936	PULSE OXIMETER CER#5430
7957	FURNITURE TRANSFERED FR WORK IN PROGRESS
7990	ICE CUBER & DISPENSER CER
8078	MONITOR SIRECUST 404-1
8079	MONITOR SIRECUST 404-1
8080	MONITOR SIRECUST 404-1
8081	MONITOR SIRECUST 404-1
8082	MONITOR SIRECUST 404-1
8083	MONITOR SIRECUST 404-1
8084	MONITOR SIRECUST 404-1
8085	MONITOR SIRECUST 404-1
8086	MONITOR SIRECUST 404-1
8087	MONITOR SIRECUST 404-1
8088	EKG/RESPIRATORY CARTRIDGE
8089	EKG/RESPIRATORY CARTRIDGE
8090	EKG/RESPIRATORY CARTRIDGE
8091	EKG/RESPIRATORY CARTRIDGE
8092	EKG/RESPIRATORY CARTRIDGE
8093	EKG/RESIPRATORY CARTRIDGE
8094	EKG/RESPIRATORY CARTRIDGE
8095	EKG/RESPIRATORY CARTRIDGE
8096	EKG/RESPIRATORY CARTRIDGE
8097	EKG/RESPIRATORY CARTRIDGE
8098	EKG/RESPIRATORY CARTRIDGE
8099	EKG/RESPIRATORY CARTRIDGE
8100	BLOOD PRESSURE CARTRIDGE
8101	BLOOD PRESSURE CARTRIDGE
8102	BLOOD PRESSURE CARTRIDGE
8103	BLOOD PRESSURE CARTRIDGE
8104	BLOOD PRESSURE CARTRIDGE
8105	BLOOD PRESSURE CARTRIDGE
8106	BLOOD PRESSURE CARTRIDGE
8107	BLOOD PRESSURE CARTRIDGE
8108	BLOOD PRESSURE CARTRIDGE
8109	BLOOD PRESSURE CARTRIDGE

Schedule 2.01(c)  
Owned Personal Property

8110	BLOOD PRESSURE CARTRIDGE
8111	BLOOD PRESSURE CARTRIDGE
8112	CONTROL STATION 455-1
8115	RECORDER SINGLE CHANNEL
8116	RECORDER DUAL CHANNEL
8117	RECORDER DUAL CHANNEL
8155	MONITOR/DEFIBRILATOR LIKEPAK 10 CER#5527
8276	MATTRESSES (18) EMERGENCY RESPONSE
8360	OXIMETER W/ACCESSORIES CER# 5664
8361	P/C PACKAGE CER#
8373	P/C COMPAQ DESKPRO W/ACCESSORIES CER# 5669
8374	STRETCHER CER# 5663
8568	PULSE OXIMETER W/FINGER CLIP/EAR PROBE CER# 5826
8569	PULSE OXIMETER CER# 5826
8645	LOCKERS ER STAFF LOUNGE CER #5868
8651	STRETCHER -INSTACARE ER CER #5831
8652	STRETCHER -INSTACARE ER CER# 5831
8653	STRETCHER -INSTACARE ER CER# 5831
8654	STRETCHER -INSTACARE ER CER# 5831
8656	STRETCHER -INSTACARE ER CER# 5831
8677	STRETCHER OB/GYN CER# 5831
8711	CRASH CART (PEDS HIGH PROFILE) CER# 5887
8712	CRASH CART (PEDS HIGH PROFILE) CER# 5887
8797	LIKEPAK 10 DEFIBRILLATOR CER# 5866
8798	CRASH CART W/ACCESS CER# 5945
8799	CRASH CART W/ACCESS CER# 5945
9067	PLAIN PAPER FAX MACHINE CER# 6117
9115	LASER JET PRINTER CER# 6134
9182	STRETCHER CER#6142
9183	STRETCHER CER# 6142
9184	STRETCHER CER# 6142
9185	STRETCHER CER# 6142
9224	ADULT MAST III A W/GAUGE CER# 6174
9671	STRETCHER CER# 6305
9896	SCALE - PEDIATRIC CER# 6363
9929	CART W/MATRESS & 5TH WHEEL STEERING/IV POLES/BASKET CER#Z6432
9930	CART W/MATRESS/5TH WHEEL STEERING/IV POLE/BASKET CER#Z6432
9931	CART W/MATRESS/5TH WHEEL STEERING/IV POLES/BASKETS CER#Z6432
9932	CART W/MATRESS/5TH WHEEL STEERING/IV POLES/BASKETS CER#Z6432
10598	ER REDESIGN CER# 9824
10599	INSTALL NEW COVE BASE CER# 9824
10600	CUBICLE CURTAINS CER# 9824
10601	PRINTER - COLOR CER# 9830
10602	PRINTER - COLOR CER# 9830
10603	PRINTER -COLOR CER# 9830
10604	PRINTER - COLOR CER# 9830
10605	SPIROMETER (PORTABLE)W/ACCESSORIES CER# 9830

Schedule 2.01(c)  
Owned Personal Property

10708	BREATH ALCOHOL ANALYZER W/WET BATH CER# 9831
10728	WALL REPAIR IN E.R. X-RAY ROOM CER# 9851
10730	BREATH ALCOHOL ANALYZER CER# 9830
10772	ELECTOCARDIOGRAPH CER# 9871
10959	WALL REPAIRS IN ER CER# 9851
10984	CARPETING CER# 9851
10992	P/C WITH ACCESSORIES FOR SECURITY SYSTEM CER# 9851
11012	PULSE OXIMETER CER# 9908
11013	PULSE OXIMETER CER# 9908
11014	PULSE OXIMETER CER# 9908
11015	PULSE OXIMETER CER# 9908
11016	PULSE OXIMETER CER# 9908
11017	PULSE OXIMETER CER# 9908
11018	PULSE OXIMETER CER# 9908
11020	ARTWORK CER# 9851
11077	CARPETING IN ER WAITING ROOM CER# 9851
11287	ACCUTORR PLUS II W/MONITOR W/ACCESSORIES CER# 9911
11705	STRETCHER CART CER# 9935
11706	STRETCHER CART CER# 9935
11707	STRETCHER CART CER# 9935
11708	STRETCHER CART CER# 9935
11709	STRETCHER CART CER# 9935
11710	STRETCHER CART CER# 9935
11711	REFRIGERATOR UNDERCOUNTER W/LOCK CER# 9961
11909	MOTOROLA MERCI BASE STATION W/ACCESSORIES CER# 0049
12023	BEDSIDE MONITORS (16) PORTABLE MONITORS (4) CER# 0099
12054	STRETCHER W/5TH WHEEL AND HEAD-FOOT HYDRALICS CER# 0114
12055	STRETCHER W/5TH WHEEL AND HEAD-FOOT HYDRALICS CER# 0114
12056	STRETCHER W/5TH WHEEL AND HEAD-FOOT HYDRALICS CER# 0114
12224	EKG MACHINE CER# 03-0045
8076R	MONITOR SIRECUST 404-1
8077R	MONITOR SIRECUST 404-1
8118R	INSTALLATION & ACCESSORIES SIEMENS MONITORING SYSTEM
12773	CYSTOSCOPY TABLE CER# 08-0005
13284	COLONOSCOPE-VIDEO CER# 10-0008
13285	GASTROSCOPE-VIDEO CER# 10-0008
13287	CYSTOSCOPE-VIDEO FLEX W/SUCTION & FIBER LIGHT CER# 10-0009
13288	CYSTOSCOPE-VIDEO FLEX W/SUCTION & FIBER LIGHT CER#10-0009
13286	CONTROL UNIT W/LIGHT SOURCE FOR CYSTOSCOPE CER#10-0009
11618	CHAIRS (67) W/REPLACEMENT PARTS CP5
12748	MONITOR CARDIAC UTLRAVIEW SL2400 CER#07-0059
12749	MONITOR - CARDIAC ULTRA VIEW SL2400 CER# 07-0059
12750	MONITOR - CARDIAC ULTRA VIEW SL2400 CER# 07-0059
13289	CYSTOSCOPE FLEXIBLE CER# 10-0009
12331	COMMUNICATIONS CABLING FOR ENDOSCOPY EQUIPMENT CER#05-0006
12317	MOBILE IMAGING SYSTEM W/NETWORK & MONITORS CER 05-0006
11611	OFFICE FURNITURE CP5

Schedule 2.01(c)  
Owned Personal Property

12318	ENDOPRO WORKSTATION & SA WORKSTATION CER 05-0006
12319	ENDOPRO WORKSTATION & SA WORKSTATION CER# 05-0006
11609	PAGER SYSTEM CP5
11621	CHAIRS (60) CP5
11620	STACK CHAIRS (25) CP5
12963	DOPPLER CER# 08-0107
12557	ENDOSTATT II GENERATOR CER# 06-0029
11622	BENCH CP5
11619	CHILDREN'S FURNITURE CP5
12253	MOLDED SHARPS FOOT PEDAL CART CER# 04-0006
4213	STRYKER CART W/ACCESS
7324	DOUBLE HEAD CEILING LIGHT WHANDLE CER#5186
7353	BLOOD PRESSURE MONITOR CER# 5211
7380	LIGHT SOURCE (SIMPLIFIED) CER# 5236
7381	PULSE OXIMETER CER# 5247
7395	COLONOSCOPE CER# 5235
7396	GASTROINTESTINAL FIBERSCOPE CER# 5234
7404	X-RAY UNIT CER#
7405	X-RAY UNIT CER#
7417	CHAIR W/ACCESSORIES FOR EYE ROOM CER# 5239
7418	KARATOMETER W/MOUNTING PLATE CER# 5239
7419	SLIT LAMP W/ACCESSORIES CER# 5239
7420	TONOMETER CER# 5239
7421	EYE INSTRUMENTS CER# 5239
7422	DEFIBRILATOR W/MONITOR CER# 5239
7427	PULSE OXIMETER CER# 5262
7520	FAX MACHINE CER# 5249
7521	COUNTER TOP CER# 5249
7617	LIGHT SOURCE CER#5327
7635	ARM/LEG BOARD CER# 5347
7799	CHAIR
7800	CHAIR
7801	CHAIR
7802	DOUBLE SEATING UNIT
7803	DOUBLE SEATING UNIT
7804	DOUBLE SEATING UNIT
7805	DOUBLE SEATING UNIT
7806	DOUBLE SEATING UNIT
7807	DOUBLE SEATING UNIT
7808	CHAIR/TABLE
7809	CHAIR/TABLE
7810	CHAIR/TABLE
7811	TRIPLE SEATING UNIT
7812	TRIPLE SEATING UNIT
7813	DOUBLE SEAT/INTER TABLE
7814	DOUBLE SEAT/INTER TABLE
7815	DOUBLE SEAT/INTER TABLE

Schedule 2.01(c)  
Owned Personal Property

7816	CHAIR/TABLE
7817	CHAIR/TABLE
7818	TRIPLE SEATER UNIT
7819	TRIPLE SEATER UNIT
7820	TRIPLE SEATER UNIT
7821	TRIPLE SEATER UNIT
7822	PODUIM
7891	COLONOFIBERSCOPE CER#5408
7953	MOBILE ASSCESSORY CAROUSEL FOR ENDOSCOPIC EQUIP CER# 5477
7956	FURNITURE TRANSFERRED FR WORK IN PROGRESS
7985	ENDOSCOPIC TROLLEY CART CER# 5510
7986	SHEATH W/OBDURATOR 17 FR CER# 5523
7987	SHEATH W/OBDURATOR 23 FR CER#5523
8087	LIGHT SOURCE CER#5511
8068	TELESCOPE 30 MAGII CER# 5522
8069	TELESCOPE 70 MAGII CER#5522
8149	MONITOR-DINAMAP W/IV HOOK CER# 5533
8245	PEDIATRIC GASTROINTESTINAL FIBERSCOPE CER# 5508
8246	GASTROINTESTINAL FIBERSCOPE CER# 5590
8274	COLONOFIBERSCOPE OES CER# 5601
8275	HYDRAULIC STRETCHER CER# 5610
8295	HYDRAULIC STRETCHER CER# 5610
8375	DUODENO FIBERSCOPE CER# 5656
8424	LITHOTRIPTER SET CER# 5707
8589	PAGING SYSTEM CER# 5786
8602	UROLOGY TABLE HUGH YOUNG II CER# 5765
8713	COLONOSCOPE - STANDARD CER# 5867
8714	GASTROINTESTINAL FIBERSCOPE CER# 5869
8800	SMOKE EVACUATOR TABLE TOP SYSTEM CER# 5858
8973	POCKET DOPPLER CER# 6006
9037	OUTPATIENT LITE AND ARM CER# 5996
9116	PRINTS FOR O/P EXAM ROOMS (6)
9186	PERSONAL COMPUTER CER# 6163
9225	STONE FRAME MIRRORS (15) CER# 6149
9597	PASSPORT PORTABLE VITAL SIGN MONITOR CER# 6290
9598	PASSPORT PORTABLE VITAL SIGN MONITOR CER# 6290
9655	RETINAL CAMERA
9672	VIDEO GASTROSCOPE CER# 6276
9739	GASTROINTESTINAL FIBERSCOPE
9740	COLONOFIBERSCOPE
10511	GASTROSCOPE-VIDEO CER# C6526
10512	DUODENOSCOPE-VIDEO CER# C6526
10513	COLONSCOPE-VIDEO CER#C6526
10584	ELITE SYSTEM 70 DEGREE TELESCOPE CER# 9826
11093	YAG LASER SYSTEM CER# 9917
11608	COMPOSER NURSEES CALL SYSTEM CP5
11610	TV/VCR COMBO CP5

Schedule 2.01(c)  
Owned Personal Property

11612	REFRIGERATOR--UNDERCOUNTER CP5
11613	ARTWORK & BRONZE LETTERS CP5
11614	SIGNAGE CP5
11616	DICTATION STATION CP5
11617	DICTATION STATION CP5
11623	PRINTER CP5
11624	PRINTER CP5
11625	PRINTER CP5
11626	PRINTER CP5
12024	VIDEO COLONOSCOPE CER# 0093
12025	VIDEO GASTROSCOPE CER# 0093
12316	VIDEO DUODENSCOPE CER# 05-0006
12320	PRINTER COLOR LASER CER#05-0006
12321	FILE SERVER W/ SWITCHBOX AND ACCESSORIES CER#05-0006
12322	DOCUSCRIBE SOFTWARE FOR VIDEO ENDOSCOPY CER#05-0006
12323	VIDEO COLONOSCOPE CER# 05-0006
12324	VIDEO COLONOSCOPE CER# 05-0006
12325	VIDEO COLONOSCOPE CER# 05-0006
12326	VIDEO COLONOSCOPE CER# 05-0006
12327	VIDEO GASTROSCOPE CER# 05-0006
12328	VIDEO GASTROSCOPE CER# 05-0006
12329	VIDEO GASTROSCOPE CER# 05-0006
12330	VIDEO GASTROSCOPE CER# 05-0006
12469	CYSTOSCOPE - 4 WAY DEFLECTING CER# 06-0031
12470	CYSTOSCOPE - 4 WAY DEFLECTING CER# 06-0031
12471	CYSTOSCOPE DIGITAL CONTROL UNIT CER# 06-0031
12472	CYSTOSCOPE DIGITAL CONTROL UNIT CER# 06-0031
9050C	ENDOSCOPIC SYSTEM CER# 6036 PARTIAL DELETION 11/95
7471	OFFICE FURNITURE
7472	SIGN
7473	SURGICAL TABLE MINOR CER#
7474	EXAM LIGHT
7475	EXAM LIGHT
7476	SCALE
7478	OMNI-CLAVE STERLIZER
7479	BLOOD PRESSURE FLOOR UNIT W/ADULT CUFF
7480	BLOOD PRESSURE FLOOR UNIT W/ADULT CUFF
7481	FIVE LEGGED PNEUMATIC STOOLS (10)
7482	REFRIGERATOR
7483	RADIOGRAPHIC GENERATOR
7485	SYSTEM Q8C HEMATOLOGY
7486	ANALYZER
7487	CENTRIFUGE STATSPIN III
7797	COPIER CER#5371
7477R	SCALE
13386	TYMPSTAR 2000 MIDDLE EAR SYSTEM CER# 10-0044
12994	AUDIOMETER CER# 08-0121

Schedule 2.01(c)  
Owned Personal Property

12943	AUDIOLOGY SCANNER CER# 08-0017
12017	NICOLETT SPIRIT 2000 CART MOUNTED AUDITORY SYSTEM CER# 0085
11910	COOLING SYSTEM FOR NCA-105 REPLACEMENT CER# 0070
9501	OPT PVC CABLE BLUE 2000FT AND LABOR CER# 6216
12559	PRINTER HP LASER CER# 05-0088
9526	HOOK UP CEILING FAN CER# 6216
7494	LETTERING SYSTEM MERLIN EXPRESS CER# 5288
9397	CARPETING 47 SQ YARDS CER# 6216
9442	P/C W/HP4 LASER PRINTER CER# 6216
9443	HVAC ALTERATIONS FOR NEW OFFICE CER# 6216
9444	WORK STATION W/CHAIR CER# 6216
9445	WORK STATION W/CHAIR CER# 6216
9446	WORK STATION W/CHAIR CER# 6216
9447	WORK STATION W/CHAIR CER# 6216
9448	WORK STATION W/CHAIR CER# 6216
9449	MOBILE WORK STATION CER# 6216
9500	PARABOLIC FIXTURES CER# 6212
9502	FAX MACHINE CER# 6216
9525	CENTRALIZED SCHEDULING SET UP
12157	PC'S, PRINTER'S AND NETWORK HARDWARE CER# 03-0008
12170	PC'S, PRINTERS & NETWORK HARDWARE CER# 03-0008
12173	ELEIGIBILITY SOFTWARE - NEBO SYSTEMS CER# 03-0008
12208	COLLECTOR 02 LINE SYSTEM SOFTWARE W/INTERFACE CER#03-0028
11881	SINKS/WALL CABINETS/COUNTERS FOR 9 EXAM ROOMS CP10
11882	OFFICE FURNITURE CP10
12676	SIDE CHAIRS W/ARMS 3RD FLOOR PHY PAVILION (50) CER# 07-0049
11894	EXAM TABLE--MIDMARK SLATE GREY CP10
11895	EXAM TABLE - MIDMARK SLATE GREY CP10
11109	EXAM TABLE W/STOOL
11110	EXAM TABLE W/STOOL
11111	EXAM TABLE W/STOOL
11112	EXAM TABLE W/STOOL
11113	EXAM TABLE W/STOOL
11114	EXAM TABLE W/STOOL
11115	EXAM TABLE W/STOOL
11116	EXAM TABLE W/STOOL
11117	EXAM TABLE W/STOOL
9510	ULTRAWALL RELOCATABLE PARTITIONS
9561	INTERIOR SIGNAGE FOR 3RD FL PHYSICIAN PAVILION
000009599	LAPTOP P/C W/ACCESSORIES CER# 6282
11104	CLOCKS
11105	ARTWORK
11107	TV/VCR COMB W/WALL MOUNT
11108	TV/VCR COMBO W/WALL MOUNT
11854	ESU ELECTRICAL GENERATOR UNIT CER# 6411
11855	PRINTER--LASER W/500 SHEET DRAWER CP10
11856	PRINTER--IPDS W/500 SHEET DRAWER CP10

Schedule 2.01(c)  
Owned Personal Property

11857	PRINTER - IPDS W/500 SHEET DRAWER CP10
11860	ENDOSCOPY SYSTEM CER# 8414
11861	PHONES -6 W/4 LINE W/INTERCOM CP10
11862	CUBICLE CURTAINS & DRAPER CP10
11866	TV/VCR COMBO W/WALL BRACKET CP10
11867	ARTWORK CP10
11868	TV/VCR COMBO 13" W/WALL BRACKET CP10
11869	TV/VCR COMBO 13" W/WALL BRACKET CP10
11870	TV/VCR COMBO 20" W/WALL BRACKET CP10
11875	THERMOMETER W/PROBE COVERS CP10
11876	SHARPS UNITS (9)/GLOVE DISPENSERS (9)/WASTEBASKETS (9) CP10
12970	PUMPS INFUSION W/FIRMWARE (250) (DONATED BY HOSPIRA)
12876	STEAM STERILIZER W/ SITE PREP CER# 08-0003
12044	STERILIZER-AMSCO RENAISSANCE CER# 0124
12462	CHEM DAQ GAS MONITOR & ALARM SYSTEM CER# 06-0022
12869	I.V.POLES W/HOOKS (100) CER# 08-0042
12692	PUMP-PORTABLE SUCTION W 30 1PM FLOW ROTARY(14) CER# 07-0006
12581	PUMP-CONSTANT INTERMITTENT SUCTION (8) CER# 07-0006
12620	ELECTRONIC MONITOR ETO GAS CER# 07-0023
12730	HYPER HYPOTHERMIA MACHINE CER# 07-0056
12731	HYPER HYPOTHERMIA MACHINE CER# 07-0056
12732	HYPER HYPOTHERMIA MACHINE CER# 07-0056
12635	PCA PUMP W/CARRYING CASE CER#07-0027
12636	PCA PUMP W/CARRYING CASE CER# 07-0027
12637	PCA PUMP W/CARRYING CASE CER# 07-0027
12638	PCA PUMP W/CARRYING CASE CER# 07-0027
12639	PCA PUMP W/ CARRYING CASE CER# 07-0027
12640	PCA PUMP W/CARRYING CASE CER# 07-0027
12641	PCA PUMP W/CARRYING CASE CER# 07-0027
12642	PCA PUMP W/CARRYING CASE CER# 07-0027
12643	PCA PUMP W/CARRYING CASE CER# 07-0027
12644	PCA PUMP W/CARRYING CASE CER# 07-0027
12645	PCA PUMP W/CARRYING CASE CER# 07-0027
12646	PCA PUMP W/CARRYING CASE CER# 07-0027
12647	PCA PUMP W/CARRYING CASE CER# 07-0027
12648	PCA PUMP W/CARRYING CASE CER# 07-0027
12649	PCA PUMP W/CARRYING CASE CER# 07-0027
12650	PCA PUMP W/CARRYING CASE CER# 07-0027
12651	PCA PUMP W/CARRYING CASE CER# 07-0027
12652	PCA PUMP W/CARRYING CASE CER# 07-0027
12653	PCA PUMP W/CARRYING CASE CER# 07-0027
12654	PCA PUMP W/CARRYING CASE CER# 07-0027
12655	PCA PUMP W/CARRYING CASE CER# 07-0027
12656	PCA PUMP W/ CARRYING CASE CER# 07-0027
12657	PCA PUMP W/CARRYING CASE CER# 07-0027
12658	PCA PUMP W/CARRYING CASE CER# 07-0027
12659	PCA PUMP W/CARRYING CASE CER# 07-0027

Schedule 2.01(c)  
Owned Personal Property

12660 PCA PUMP W/CARRYING CASE CER# 07-0027  
12661 PCA PUMP W/CARRYING CASE CER# 07-0027  
12662 PCA PUMP W/CARRYING CASE CER# 07-0027  
12663 PCA PUMP W/CARRYING CASE CER# 07-0027  
12664 PCA PUMP W/CARRYING CASE CER# 07-0027  
12228 HYPER HYPOTHERMIA MACHINE CER# 03-0047  
12230 HYPER HYPOTHERMIA MACHINE CER# 03-0047  
12737 PRINTER LASERJET CER# 07-0057  
12954 DOPPLER CER# 08-0107  
12955 DOPPLER CER# 08-0107  
12956 DOPPLER CER# 08-0107  
12957 DOPPLER CER# 08-0107  
12958 DOPPLER CER# 08-0107  
12959 DOPPLER CER# 08-0107  
11931 PUMP-GOMCP STAND MOUNTED CER# 0080  
11932 PUMP-SUCTION STAND MOUNTED GOMCO CER# 0080  
4031 MDL TSM PROJECT+CARRYCASE  
4032 3Z528 REFRIG COMPRESSED AIR DRYER FOR 3M STERILIZER  
4033 INSTALL FOR 3M STERILIZER IN CENTRAL SUPPLY OF 220 VOL  
4034 WIRING OF AIR COMPRESSOR IN MECHANICAL ROOM  
4035 2-FIBERGLASS HOSPITAL LINEN TRUCKS  
4042 4-DOLLY TYPE EXCHANGE CART  
4043 4-METROPOLITAN DOLLY TYPE EXCHANGE CART  
4050 2-DOPPLER PENCIL PROBE BATTERY CHARGER CABLE GEL MANUAL  
4056 AQUA K-THB UNIT W/ROLLING STAND & PROBE  
5175 PUMP - AIR SHIELDS DRAINAGE CER# 4253  
7394 ETOX I AREA ALARM MONITOR CER# 5246  
7491 ELECTRIC FOR STERILIZER CER# 5271  
7500 LOADING CART W/CARRIAGE CER# 5271  
7501 LOADING CART W/CARRIAGE CER# 5271  
7502 LOADING CART W/CARRIAGE CER# 5271  
7553 ELECTRONIC RECORDER TAYLOR FULSCOPE ER/C CER# 5246  
8347 ICE CUBER CER# 5686  
8372 PUMP FOR BEDPAN WASHER CER# 5675  
8674 GAS STERILIZER W/HOOD CER# 5877  
8675 GAS STERILIZER W/HOOD CER# 5877  
8676 ABATOR SYSTEM CER# 5877  
8738 AIR COMPRESSOR PACKAGE CER# 5877  
8824 YELLOW CRASH CARTS W/ACCESS (8) CER# 6003  
9472 INSTALLATION STERILIZERS IN CENTRAL ITEMS #8674 & 8675  
9656 IVAC PUMPS (LEASED)  
9897 LOADING CART W/CARRIAGE FOR STEAM STERILIZER CER# 6346  
9924 OFFICE FURNITURE  
10731 CART-REFURBISHED CER# 9853  
11571 DEFIBRILATOR W/ACCESSORIES CER# 9933  
11572 DEFIBRILATOR W/ACCESSORIES CER# 9933  
4007R WASHER/SANITIZER REMANUFACTURED CER#5306

Schedule 2.01(c)  
Owned Personal Property

9100	GIFT SHOP RENOVATION CER# 5921
13398	URINALYSIS SYSTEM COMPLETE AUTOMATED CER# 10-0047
13266	SLIDE STAINER CER# 10-0056
12526	STERLIZER CER# 06-0035
12677	MICROSCOPE-PATHOLOGY CER# 07-0045
13002	CENTRIFUGE CYTOSPIN 4 CER# 08-0134
13379	CYBER LAB IRIS IQ200 INSTRUMENT INTERFACE CER# 10-0047
12582	CHAIRS (20) CER# 06-0090
13125	SURE STEP FLEXX METER/SCANNER (8) CER# 09-0035
12008	GROSS LAB WORKSTATION CER # 0120
12007	LEICA DMLB W/30W BASIC STATION & ACCESSORIES CER# 0120
12009	MARATHON 3200 1LW/ACCESSORIES CER# 0131
12678	CAMERA-DIGITAL FOR USE W/PATHOLOGY MICROSCOPE CER# 07-0045
12417	NETWORK HARDWARE FOR ADVIA 2120 INTERFACE CER# 05-0044
7231	FAX MACHINE CER# 5120
8149	PRINTER - ZEBRA CER#5519
8503	DEC FAXBOX/40 FOR ILS-5 LAB SYSTEM CER#5740
8632	LIS SOFTWARE ADT CER# 5491
8633	LIS SOFTWARE OC CER# 5491
8634	LIS SOFTWARE RESULT REPOSTING CER# 5491
8758	PANASONIC OPTICAL DRIVE W/MEDITRIEVE CER# 5646
10692	TELEPHONE SYSTEM CER# 9822
12038	CLINITEK 500 URINE CHEM ANALYZER CER# 0133
12053	CYTYC 2000 THIN-PREP 2000 PROCESSOR CER# 02-0004
12218	PRINTER-BARCODE & LABEL ZEBRA CER# 03-0033
12219	PRINTER-BARCODE AND LABEL ZEBRA CER# 03-0033
3546	VIDEO-CASSETTE RECORDER/PLAYER
3547	RANDOM ACCESS UNIT
3548	COLOR RF MODULATOR
3549	COLOR MONITOR/RECEIVER
5626	SINGER CARAMATE SLIDE PROJECTOR
5627	OVERHEAD PROJECTOR
5628	DUAL BINOCULAR MICROSCOPE
3552	TENT-AIR PLASTIC EXHAUST HOOD FOR AUTO TECHNICON TISSUE PRO
7351	PATHOLOGY SOFTWARE AND HARDWARE UPDATE CER# 5205
7673	SAW (AUTOPSY) CER#5367
7695	DESK TOP RECORDER W/TRANSCRIBER CER#5368
7696	DESK TOP RECORDER W/TRANSCRIBER CER#5368
7697	DESK TOP RECORDER CER#5368
8410	MICROSCOPE W/HIGHLGT CER# 5695
8465	SONY DICTATING SYSTEM W/HEADSET CER# 5733
8656	BONE DUSTCOLLECTOR/AUTOPSY SAW CER# 5856
8974	DICTATION UNIT- STANDARD CASSETTE CER# 6032
9051	OFFICE FILES AND CHAIRS CER# 6105
9074	P/C W/SOFTWARE CER# 6119
9075	P/C W/SOFTWARE CER# 6119
9275	DIGITAL AUTOPSY SCALE CER# 6167

Schedule 2.01(c)  
Owned Personal Property

9276	MORGUE 7-DAY TEMPERATURE RECORDER CER# 6168
9277	SARTORIS LC BALANCE CER# 6169
9829	FAX MACHINE- PLAIN PAPER CER# 6366
9941	TRANSCRIBER- SONY CER# 6381
12255	BALANCE--ELECTRONIC TOP LOADING CER# 04-0011
7306	CRYOSTAT
7307	CYTOSPIN 2 SHANDON CER#5177
9830	CRYOSTAT CER# 6355
9831	MICROTOME CER# 6355
9960	TISSUE TEK COVERSLIPPER CER# C6454
10487	TISSUE EMBEDDER CER# Z6520
12211	TISSUE-TEK ENCLOSED TISSUE PROCESSOR CER# 03-0044
12398	HEMATOLOGY ANALYZER CER# 05-0042
12399	HEMATOLOGY ANALYZER CER# 05-0042
12243	MICROSCOPE CER# 03-0053
12244	MICROSCOPE CER# 03-0053
10161	TABLE --PROCESS W/CASTERS CER# C6491
10162	TABLE--PROCESS W/CASTERS CER# C6491
11959	WORKSTATION CER# 0014
8482	AUTOMATED CLOSED TUBE SAMPLING SYSTEM CER# 5741
8739	MICROSCOPE CER# 5909
8975	PRINTER-ZEBRA STRIPE S-500 CER# 5978
12204	HEMATOLOGY STAINER CER# 03-0041
12229	MICROTOME CER# 03-0040
4615	BACTEC AEROBIC CULTURE GAS ADAPTOR
4627	INCUBATOR
5784	CENTRIFUGE W/O HEAD CER# 4409
5836	FREEZER-REVCO CER#
11754	STERI-GARD III HOOD CER# 0013
12234	CENTRIFUGE CER# 03-0042
5884	AMES 5505 CLINITEK CER# 4500
5897	FREEZER W/LEGS UCEO-F CER# 4486
5911	BLOOD ANALYZER-TDX FLUORESCENT CER# 4482
7415	CENTRIFUGE NON-REFRIGERATE CER# 5250
7662	CENTRIFUGE W/ROTOR CER#5366
8348	AVR CLINICAL CHEMISTRY ANALYZER CER# 5638
8411	HEMOCUE GLUCOSE PHOTOMETER CER# 5708
8426	FAXPHONE CER# 5713
8716	LEICA MICROSCOPE CER# 5908
9877	WYSE TERMINALS (2) CER# 6017
9068	COAGULATION ANALYZER CER# 6097
9069	COAGULATION ANALYZER CER# 6097
9070	UNIDIRECTIONAL INTERFACE FOR AMES CLINITEK 200+ CER#6064
9668	CENTRIFUGE W/BUCLCETS AND ADAPTER CER# 6298
9832	BRIDGEPORT 7806 LOCAL BRIDGE W/HARDWARE CER# 6378
9898	GLASS WASHER W/RACK AND PIPETTES AND INSTALL CER# 6392
9899	CENTRIFUGE W/ACCESSORIES CER# 6358

Schedule 2.01(c)  
Owned Personal Property

9900	CENTRIFUGE W/ACCESSORIES CER# 6358
9942	CENTRIFUGE CER# 6385
9987	FAX/COPY MACHINE CER# N6486
13010	BLOOD PLASMA FREEZER-CTFB COUNTER TOP CER# 08-0130
5217	BLOOD BANK REFRIGERATOR CER# 4274
5703	CLAY ADAMS SERO FUGE II
5706	CLAY ADAMS SERO FUGE II
5819	LINEAR PLATLET RECIPROCATOR CER# 4429
8412	CYTOTHERM III 3500 CER# 5682
9071	BLOOD BANK REFRIGERATOR CER# 5979
9120	SORVALL CELL WASHER CER#6148
9121	SORVALL CELL WASHER CER# 6148
12231	PLASMA THAWING SYSTEM W/ACCESSORIES CER#03-0051
12966	ULTRASOUND CER# 08-0110
13026	PHASED ARRAY CARDIAC TRANSDUCER CER# 09-0012
10855	CHAIRS FOR WAITING ROOM (50)
10852	FILE CABINETS AND TABLES
10835	BLOOD DRAW CHAIR
9926	IMAGING SYSTEM C-ARM 9600 GSP CER# 6369
10209	PRINTER W/ ACCESSORIES CER# 6288
10210	PROTOCOL CONVERTER CER# 6288
10833	CENTRIFUGE
10834	REFRIGERATOR
10836	SENOGRAPH 600T MAMMOGRAPHY UNIT
10837	MAMMOGRAPHY EQUIPMENT CER# 6299
10838	FILM PROCESSOR CER# 6299
10839	RADIOGRAPHIC MACHINE CER# 6254
10840	TELEPHONE SYSTEM
10841	EKG MACHINE
10842	ARTWORK
10844	LASER PRINTER
10845	PRINTER
10846	PRINTER
10847	PRINTER
10848	MODEM
10849	DATE/TIME STAMP
10850	CAMERA W/ACCESSORIES
10851	COPIER
10853	FAX MACHINE
10854	OFFICE FURNITURE
12177	BONE DENSITOMETER HEEL UNIT --CER# 03-0026
13101	MUSE SYSTEM -EKG INFORMATION MGNT SYSTEM CER# 09-0007
12480	STRESS TESTING EQUIPMENT CER# 06-0042
12724	HOLTER MONITOR CER# 07-0046
12725	HOLTER MONIOTR CER# 07-0046
12241	VLETHML ENG100120 W/TREADMILL CER# 04-0007
12726	HOLTER MONITOR CER# 07-0046

Schedule 2.01(c)  
Owned Personal Property

12256 ENGLISH REMOTE QUERY CER# 03-0050  
4648 2-HOLTER RECORDER W/ACCESS  
4649 PLAYER/RECORDER W/CABLES  
4987 HOLTER RECORDER W/ACCESSORIES CER #4201  
4988 HOLTER RECORDER W/ACCESSORIES CER #4201  
5203 MUSE D-96 COMPUTER DOWN PAYMENT CER# 4158  
5204 ECG SYSTEM W/96 MB CDC DISK/CONSOLE PRINTER CER# 4158  
5809 TELETRACE RECEIVER CER# 4372  
5810 HOLTER SCANNER - DUAL CHANNEL CER# 4319  
5858 TABLE TOP VIEWING SYSTEM CER# 4457  
5906 ECG ANALYSIS COMPUTER CER# 4458  
6097 SCAN HEAD W/CABLE ASSEMBLY & INSTALLATION KIT CER# 4526  
6144 VASCULAR LAB SYSTEM W/BI-DIRECTIONAL DOPPLER CER#4531  
6145 CONTINUED FROM ITEM 6144 MEDASONIC P.O. 45439 CER#  
6289 MEMORYWRITER 610 XEROX CER# 4667  
7376 EKG AND HOLTER SYSTEM CER# 5218  
7652 DEFIBULATOR/MONITOR CER#5355  
7670 RECORDER CER#5356  
7671 VIDEO MONITOR CER#5363  
7672 VCR CER#5363  
7690 FACSIMILE MACHINE CER#5363  
7902 CASE 15 W/SERIES 1900 THREADMILL CER#5373  
8151 SONOGRAPHY MAINFRAME CER#5478  
8244 BI-DIRECTIONAL PROBE FOR D10 CER# 5586  
8263 SINGLE REWRITER LASER DRIVE W/WORM CARTRIDGES CER# 5584  
8504 REUPHOLSTERING 28 CHAIRS FOR NEW CARDIOLOGY AREA CER  
8505 EXECUTIVE CHAIR (1) AND GUEST CHAIRS(3) NEW AREA  
8519 PATIENT FURNITURE  
8520 PRINTS  
8521 HOLTER RECORDERS (6) CER #5776  
8532 CHAIRS UPHOLSTERED CER#  
8535 FURNITURE FOR CARDIAC AREA CER#  
8708 PATIENT MONITOR (NON-INVASIVE) CER# 5917  
8709 STRIP CHART RECORDER CER# 5917  
8822 HOLTER SCANNER BATCH PROCESSOR CER# 5975  
8956 IMEX 9000HS MODULAR DIAGNOSTIC WORKSTATION CER #6035  
9030 P/C W/LASER JET PRINTER/SOFTWARE CER# 6099  
9087 VERTICAL BLINDS  
9217 ECHO POSITIONING SYSTEM CER# 6041  
9901 FAX MACHINE CER#  
10888 EKG SYSTEM CER# 9858  
10883 P/C FOR RADIOLOGY HOOK UP CER# C6485  
10994 COMPUTERIZED EKG MACHINE CER# 9907  
11379 ECHOCARDIOGRAPH SYSTEM CER# 6465  
11489 MUSE SYSTEM CER# 9879  
11725 SEQUOIA CARDIAC SYSTEM CER# 8945  
12138 MARS 3000 HOLTER MONITOR SYSTEM CER# 02-0037

Schedule 2.01(c)  
Owned Personal Property

12221	HOLTER MONITOR W/COMPACT FLASH MEMORY CARD CER# 03-0046
12222	HOLTER MONITOR CER# 03-0046
12223	HOLTER MONITOR CER# 03-0046
12332	VIDEO PRINTER CER#05-0008
12673	DIGITAL CATH LAB CER# 07-0005
12583	WITT HEMODYNAMIC PATIENT MONITORING SYSTEM CER# 07-0010
12297	INTRA-AORTIC BALLOON PUMP W/ACCESSORIES CER# 04-0019
12819	MOBILE SURGICAL LIGHT CER# 08-0007
12335	PATIENT MONITORING SYSTEM CER# 05-0010
12160	DIGITAL WARMING CABINET CER# 02-0055
12774	AUTOMATED COAGULATION TIMER CER# 07-0069
12733	CHAIRS EXEC (3) ARMCHAIR (2) CER# 07-0005
12586	MOBILE LEAD BARRIER CER# 07-0005
12387	REFRIGERATOR - UNDERCOUNTER CER# 05-0033
7194	EXT-A-V SEQUENTIAL PULSE GENERATOR
7195	JAMIESON MODEL C LINE PROCESSOR W/ACCESSORIES
7196	XR-35 PROJECTOR W/ ACCESSORIES
7197	OSC-80 OXIMETER W/DISP
7207	OXYGEN CONSUMPTION MONITOR CER#5143
7208	X-RAY PARTS CATH LAB CER#5117
7216	LEVEL II IMAGING PROCESSING SYSTEM
7492	ELECTRIC CIRCUITING FOR COMPUTER CER# 5273
7518	MULTI-CHANNEL HEMODYNAMIC RECORDING SYSTEM/COMPLETE CER#5273
8152	PRINTER - SONY COLOR CER#5403
9132	COMPLETE DIGITAL SYSTEM/CARDIAC CATH LAB
9133	DEFIBRILLATOR COMPLETE
9134	OFFICE AND EXAM ROOM FURNITURE
9218	INTRA-AORTIC BALLOON PUMP CER# 6160
9219	INTRA-AORTIC BALLOON PUMP CER# 6160
10438	BLOOD MANAGEMENT
10995	CINE VIEWER CER# 9891
11770	SERIES IV PHYSIO & FILE SERVER CER# 0023
11919	JAMIESON PROCESSOR W/AUTO LOAD & ACCESORIES CER# 0069
12040	FILM AND IMAGE ARCHIVAL SYSTEM CER# 0200
12082	APRON RACK MOBILE CER# 02-0014
12149	LEADED APRON CER# 02-0053
12245	MO READER FOR ARCHIVES CER# 04-0001
13042	DIGITAL EEG MACHINE CER# 08-0101
5051	ELECTROENCOPHALOGRAPH 10 CHANNELS CER# 4081
5052	MASTER ELECTRODE SELECTOR SWITCH ELEVEN RUNS CER# 4071
5053	INTL ELECTRODE IMPENDANCE METER CER# 4071
5054	PHOTIC STIMULATOR CER# 4071
5055	FLOOR STAND AND LAMP HOLDER CER# 4071
5056	THERMO-COUPLER CER# 4071
7206	18 CHANNEL EEG MACHINE CER#5110
10957	HEPA CARE FILTRATION UNIT FREE STANDING CER# 9883

Schedule 2.01(e)  
Owned Personal Property

12015 ALLIANCE EEG DESKTOP WORKSTATION SYSTEM CER# 0107  
12016 P/C W/ACCESSORIES CER# 0125  
13049 PACS SYSTEM(PICTURE ARCHIVAL COMMUNICATION SYS)CER#08-0088  
13050 COMPUTED RADIOLOGY SYSTEM CER# 08-0044 PACS  
13027 VOICE RECOGNITION SYSTEM CER# 08-0123  
11796 SHELVES & INSTALLATION CER# 0056  
12495 MOBILE X-RAY UNIT CER#06-0054  
13048 SINGLE TIER CART W/3MONITOR HOLDERS PACS CER# 08-0088  
13046 SINGLE TIER CART W/2 MONITOR HOLDERS CER# 08-0086  
13047 SINGLE TIER CART W/2 MONITOR HOLDERS PACS CER#08-0086  
12670 SHELVING -SMARTSPACE SHELVING MAMMOGRAPHY CER# 07-0042  
11763 FILE SYSTEM/PURGE AND MOVE X-RAY FILES CER# 0032  
11797 INSTALLATION ELECTRICAL OF MAMMOGRAPHY MACHINE CER# 0055  
12621 SPEECH MICROPHONE (6) CER# 06-0061  
12622 UPGRADE KIT PRINT SERVER FIBER CONNECTION CER#07-0017  
12623 UPGRADE KIT PRINT SERVER FIBER CONNECTION CER# 07-0017  
12624 UPGRADE KIT MOD SERVER VIDEO NO PAT CONTACT CER# 07-0017  
12424 COMPUTER AIDED DETECTION SYSTEM FOR MAMMOGRAPHY CER 06-0008  
12530 PC WORKSTATION FOR RADIOLOGY TRANSCRIPTION CER# 06-0060  
12531 PC WORKSTATION FOR RADIOLOGY TRANSCRIPTION CER# 06-0036  
12532 PC WORKSTATION FOR RADIOLOGY TRANSCRIPTION CER# 06-0036  
12533 PC WORKSTATION FOR RADIOLOGY TRANSCRIPTION CER# 06-0036  
12534 PC WORKSTATION FOR RADIOLOGY TRANSCRIPTION CER# 06-0036  
12252 MOLDED SHARPS FOOT PEDAL CART CER# 04-0006  
4737 ROOM 1, RADIOGRAPHIC/FLUOROSCOPIC EQUIPMENT GALAXY 11  
4741 X-RAY ROOM 3-649KK GX850 3-PHASE GENERATOR,6495AA GALAXY II  
NEW EMERG ROOM X-RAY SYSTEM 1GX850 THREE PHASE GENERATOR  
OF  
4749  
4854 LOCK A BIN SYSTEM CER#4170  
4891 FILM VIEWING ILLUMINATORS CER#4157  
4892 FILM VIEWING ILLUMINATOR CER#4157  
5038 IMAGING SYSTEM GALAXY 15/22 CM HP PRE-S GENERATOR CER #4138  
5149 PRINTER W/ACCESSORIES CER# 4169  
5149 LINE DISPLAY CER# 4169  
5150 LINE DISPLAY CER# 4169  
5151 KEYBOARD MODULE CER# 4169  
5152 KEYBOARD MODULE CER# 4169  
5176 XOMAT AUTOMIXER CER# 4252  
5177 XOMAT AUTOMIXER CER# 4252  
5299 DISPLAY STATION 256K CER# 4348  
5301 DISPLAY STATION 256K CER# 4345  
5815 C-ARM IMAGE INTENSIFIER OEC  
5844 PORTABLE X-RAY UNIT TECHMOBILE CER# 4403  
6298 MEMORYWRITER #645 W/DISPLAY MODULE CER# 4679  
6505 MEMORYWRITER #645S CER# 4786  
7149 MOBILE X-RAY UNIT AMX-4 CER# 5065  
7581 TERMINAL IBM CER# 5311

Schedule 2.01(c)  
Owned Personal Property

7589 BUCKY FOR 500T/500T/S 24CM X 30CM  
7685 IMAGE INTENSIFIER THOMPSON CER#5353  
7786 CABINET (COROSIVE MATERIALS)  
7787 CENTRIX UNIVERSAL RADIOGRAPHIC SYSTEM  
7788 ROUGH-INS FOR RADIOGRAPHIC EQUIPMENT  
7789 RELOCATE X-RAY EQUIPMENT FR OLD ED  
7790 RADIOGRAPHIC EQUIPMENT  
7793 LOCKERS (2)  
7886 GENERATOR TABLE W/TOMOGRAPHIC CAPABILITIES CER#5395  
7899 CASSETTES W/LANEX REGULAR SET OF 4 CER# 5405  
7907 C-ARM IMAGE INTENSIFIER CER#5407  
7940 LOCKERS (SET 4)  
8309 MAMMO SPAT 8" CER# 5632  
8329 DICTAPHONE VOICE PROCESSOR CER# 5641  
8468 PLAIN PAPER FAX MACHINE CER# 5744  
8841 MONOTEC GRID CASSETTE CER# 5839  
8829 GE ADVANTX SFXII 90/30 CER# 5779  
8882 AMX4 BATTERY OPERATED SELF CONTAINER CER# 5984  
9953 CART- VIDEO FILM CER# N6455  
10977 MAMMOGRAPHY UNIT CER# 9827  
11771 UPGRADE FIRMWARE & HARDWARE Y2K CER# 0011  
11998 FOUR BANK TWO TIER CURTAINED VIEWER CER# 0106  
11999 FOUR BANK TWO TIER CURTAINED VIEWERS CER# 0106  
12000 NUCLEAR ASSAY DENSITOMETER 07-443 CER# 0106  
12001 NUCLEAR ASSAY DENSITOMETER 07-417 CER# 0106  
12002 P/C W/17" MONITOR VIEWSONIC CER# 0126  
12003 P/C W/17" MONITOR VIEWSONIC CER# 0126  
12004 PRINTER-DESKJET 970 CER# 0126  
12005 TELERADIOLOGY SYSTEM CER# 0132  
12026 LORAD M-IV MAMMOGRAPHY SYSTEM/LOCALIZATION PACKAGE CER#0094  
12027 LORAD M-IV MAMMOGRAPHY SYSTEM CER# 0094  
12028 TURN KEY X-RAY EQUIPMENT IN ER CER# 0092  
12029 TURN-KEY X-RAY EQUIPMENT IN ER CER# 0092  
12030 KODAK 500RA FILM PROCESSOR CER# 0091  
12031 KODAK DRYVIEW 7000 FILM DUPLICATING SYSTEM CER# 0091  
12081 TELERADIOLOGY SYS(WEB SERVER-FILMFAX DIGITIZER CER#02-0038  
12128 MOTORIZED VIEW BOXES VER# 02-0046  
12161 KODAK I.D.CAMERA REFURBISHED CER# 02-0057  
12167 LASER PRINTER HP CER# 03-0005  
12176 BONE DENSITOMETER TABLE UNIT CER# 03-0026  
12216 PC WORKSTATION CER# 03-0032  
12217 PC WORKSTATION CER# 03-0032  
13023 MRI CER# 06-0013  
13040 METAL DETECTOR FOR MRI CER# 06-0013  
12477 MRI -FAY FOR PERFORMANCE  
13051 DICOM STORAGE SOFTWARE SEQUOIA UPGRADE PACS CER# 08-0088  
12006 MULTISCAN TABLE MODEL 8083 CER# 0108

Schedule 2.01(c)  
Owned Personal Property

3231	TEST OBJECT FOR ULTRA-SOUND EQUIPMENT
3239	SIX-SHELF LETTER SIZE FILE CABINET FOR EEG REPORTS
4989	UTLRASOUND TABLE CER# 4217
5065	CAMERA MATRIX SINGLE FORMAT CER# 4216
5774	B-SCAN TRANSDUCER SELECTABLE FOCUS CER# 4382
6130	IMAGE CAMERA CER# 4496
7344	TRANSDUCER CER# 5207
7447	TRANSVAGINAL PROBE CER# 5230
7864	RMI ULTRASOUND TEST PHANTOM CER#5398
9689	FETAL GROWTH ANALYSIS PROGRAM W/OBLINK ACUSON CER# 6280
9722	NETWORK PRINT SERVER CER#6289
10514	ACUSON UPGRADE CER# 06486
10974	IMAGING SYSTEM HIGH DEFINITION W/ UPGRADE CER# 9829
11712	TRANSDUCER W/ISSUE CONTRAST/RES/EF OPTION/XP UPDATE CER9931
12032	KODAK DRYVIEW 8700 PACS LASER IMAGER PKG. CER# 0091
12034	SEQUOIA 512 MAINFRAME W/ACCESSORIES CER# 0089
12310	ACUSON SEQUOIA ULTRASOUND SYSTEM CER# 05-0007
12311	ACUSON SEQUOIA ULTRASOUND SYSTEM CER# 05-0007
12312	ACUSON SEQUOIA ULTRASOUND SYSTEM CER# 05-0007
12313	SEQUOIA ULTRASOUND ACCESSORIES CER# 05-0007
13090	PROJECT INJECTOR FOR 16 SLICE C/T SCANNER CER# 07-0071
12742	MONITOR-M300 W/RECORDER & STAND CER# 07-0062
12553	MEDWEB HARDWARE AND SOFTWARE UPGRADE CER#06-0089
9742	C/T HI SPEED VX SYSTEM
4742	CARDIOVERTER DEFIBRILLATOR
6109	X-OMAT PROCESSOR W/MIXER AND STANDBY CONTROL CER#4136
6110	FILM LOADING BIN CER# 4136
6111	MOTORIZED RADIOGRAPHIC VIEWER W/72 FILM CAPACITY CER# 4136
6143	C-ARM SINGLE PLANE IMAGING BI-PLANE FILM CHANGERS CER #4286
6187	DINAMAP MONITOR FOR BLOOD PRESSURE/PULSE CER# 4599
8763	ECG MONITOR W/ACCESS PORTABLE CER# 5918
9038	CATHETER CABINETS CER# 6034
9181	32 CHANNEL LAB SYSTEM W/ELECTROPYSIOLOGY LAB CER#6178
9250	EXCALIBUR ELECTROSURGICAL UNIT CER# 6181
9251	ELECTRIC TILT TABLE CER# 6181
9252	STIMULATOR PROGRAMMABLE CER# 6181
9262	LIFEPACK 9P DEFIBRILLATOR CER# 6181
12995	NUCLEAR CAMERA GOLDSEAL INFINIA II CER# 08-0076
12202	GE GOLD SEAL MILLENNIUM MPR & ENTEGRA WORKSTN CER#02-0034
13052	DICOM SOFTWARE UPGRADE GE FOR PACS SYSTEM CER# 08-0068
13053	DICOM SOFTWARE UPGRADE GAMMA CAMERA FOR PACS CER# 08-0088
12473	UPDATE THYROID UPTAKE AND WELL COUNTER CER# 06-0012
12394	REFRIGERATOR - UNDERCOUNTER CER# 05-0033
2545	IMPROVED FLETCHER SUIT APPLICATOR SET W/UTERINE SOURCE CARR
4762	1 H2505EA GE FORMATTER INTERFACE 1 H2505HC CONRAC COLOR DISP
4763	COBALT-57 FLOOD SOURC FOR LFOV CAMERA
4939	THYRODYNE I UPTAKE SYSEM CER#4070

Schedule 2.01(c)  
Owned Personal Property

5207 MAXICAMERA UPGRADE TO 400T CER# 4187  
5209 MAXICAMERA UPGRADE ECT 400T SOFTWARE PACKAGE CER# 4188  
5210 MAXICAMERA UPGRADE COLLIMATOR STACKER SPACER CER# 4189  
5211 MAXICAMERA UPGRADE MAGNETIC TAPE CARTRIDGE SYSTEM CER# 4186  
5777 SOURCES CS137 (4)10MG/(5)15MG/(3)20MG CER# 4391  
5778 FLETCHER SUIT DEKLOS APPLICATOR (SET) CER# 4389  
5874 MAXICAMERA 400A CRYSTAL BASIC SYSTEM W/ACCESSORIES CER# 4465  
7628 SOFTWARE -- SIMULTANEITY CER# 5321  
7916 COLLIMATOR CER#5422  
8601 S.P.E.C.T. SYSTEM CER# 5821  
8680 XENON DELIVERY SYSTEM CER#5853  
8704 SCANNING TABLE (LARGE FIELD) CER# 5854  
11755 DOSE CALIBRATOR W/WELL INSET & SYRINGE HOLDER CER# 0033  
11822 GAMMA CAMERA--UPS AND CODINICS PRINTER  
12139 GENIE INTEGRATED SYSTEM AND STARCAM UPGRADE CER# 02-0034  
12183 INSTALLED TWO DATA DROPS FOR NUC MED CAM  
12359 DOSE CALIBRATOR CER# 05-0023  
12820 PC-SECUREVAULT FOR OMNICELL SYSTEM CER# 08-0020  
9507 LAMINATE FOR PHARMACY CASEWORK CER# 6258  
12604 PC W/LCD & MS OFFICE CER# 07-0020  
12605 PC W/LCD & MS OFFICE CER# 07-0020  
12606 COMPUTER HARDWARE CER# 07-00020  
12595 PCW/LCD AND MS OFFICE CER# 07-0020  
12598 PC W/LCD & MS OFFICE CER# 07-0020  
12597 PC W/LCD & MS OFFICE CER# 07-0020  
12598 PC W/LCD & MS OFFICE CER 07-0020  
12599 PC W/LCD & MS OFFICE CER# 07-0020  
12600 PC W/LCD & MS OFFICE CER# 07-0020  
12601 PC W/LCD & MS OFFICE CER# 07-0020  
12602 PC W/LCD & MS OFFICE CER# 07-0020  
12603 PC W/LCD & MS OFFICE CER# 07-0020  
2593 2-MAINE COMPUTER PRINTER STAND  
2594 COMPUTER PRINTER STAND  
2595 AUTO FILLING MACHINE  
5167 PHARMACY REFRIGERATOR  
5518 BIOGARD 315 HOOD  
6233 READER TERMINAL W/INSTALLATION CER# 4608  
7038 TYPEWRITER SWINTEC  
8419 FAXPHONE CER# 5718  
9113 P/C W/MONITOR AND PRINTER CER# 6141  
9114 PHARMACY SOFTWARE FROM TRANSACTION DATA SYSTEM CER# 6141  
9253 FACSIMILE SYSTEM CER# 6189  
9254 FACSIMILE SYSTEM CER# 6189  
9347 FAX MACHINE CER# 6189  
9348 FAX MACHINE CER# 6189  
9349 FAX MACHINE CER# 6189  
9350 FAX MACHINE CER# 6189

Schedule 2.01(c)  
Owned Personal Property

9351 FAX MACHINE CER# 6189  
9352 FAX MACHINE CER# 6189  
9353 FAX MACHINE CER# 6189  
9354 FAX MACHINE CER# 6189  
9355 FAX MACHINE CER# 6189  
9356 FAX MACHINE CER# 6189  
9357 FAX MACHINE CER# 6189  
9358 FAX MACHINE CER# 6189  
9359 FAX MACHINE CER# 6189  
9360 FAX MACHINE CER# 6189  
9361 FAX MACHINE CER# 6189  
9362 FAX MACHINE CER# 6189  
9363 FAX MACHINE CER# 6189  
9384 FAX MACHINE CER# 6189  
11261 SUREMED DRUG DISPENSING UNITS (18)  
11601 SUREMED REFRIGERATOR CABINETS (2) AND SUPPLY CAB (2)  
11952 SOFTWARE-SYBASE SQL ANYWHERE W/10 LICENSES CER# 102  
11953 MICROSOFT WINDOWS 2000 PRO (10) CER# 102  
12145 PARTIAL OMNICELL LEASE FREIGHT CER02-0056  
12153 SURE-MED DISP CENTER EXPANSION CAB & SUPPLU CAB CER# 02-0056  
12254 IMAGE SERVER W/ACCESSORIES CER# 04-0016  
3059 MODULUS ANESTHESIA GAS MACHINE  
4979 DIGITAL POLARGRAPHIC OXYGEN MONITOR & ANALYZER CER #4205  
4980 DIGITAL POLARGRAPHIC OXYGEN MONITOR & ANALYZER CER # 4205  
4981 MOUNTING BRACKETS (2) FOR OXYGEN MONITOR/ANALYZER CER# 4205  
4982 DIGITAL POLARGRAPHIC OXYGEN MONITOR & ANALYZER CER# 4205  
4983 DIGITAL POLARGRAPHIC OXYGEN MONITOR & ANALYZER CER#4205  
4984 DIGITAL POLARGRAPHIC OXYGEN MONITOR & ANALYZER CER #4205  
4991 DIGITAL POLARGRAPHIC OXYGEN MONITOR & ANALYZER CER #4205  
5140 FLEXIBLE FIBEROPTIC LARYNGESCOPE W/LIGHT SOURCE CER# 4248  
5306 HEMOKINETITHERM CONTROLLED FLUID WARMER CER# 4377  
5307 HEMOKINETITHERM CONTROLLED FLUID WARMER CER#4377  
5308 HEMOKENTITHERM CONTROLLED FLUID WARMER CER#4377  
5820 AUTOMATIC BLOOD PRESSURE MONITORS (6) CER# 4426  
7101 MONITOR TEMPERATURE PROBE CARTRIDGE CER# 5076  
7102 MONITOR TEMPERATURE PROBE CARTRIDGE CER# 5076  
7103 MONITOR TEMPERATURE PROBE CARTRIDGE CER# 5076  
7105 MONITOR TEMPERATURE PROBE CARTRIDGE CER# 5076  
7137 VITAL SIGN MONITOR - DINAMAP CER# 5099  
7176 PATIENT MONITORING SYSTEM-COMplete SIEMANS CER# 5100 & 5105  
7348 SINGLE WELL COAGULATION TIMER CER# 5213  
7374 BLOOD PRESSURE MONITORING SYSTEM CER# 5216  
7425 VERSATONE DOPPLER W/PROBES CER# 5238  
7630 MONITOR - PATIENT W/ACCESSORIES CER#5216  
7651 SINGLE CHANNEL RECORDER FOR 404-1 CER# 5216  
12587 TRACTION PACKAGE W/TABLE STOOLE.CERVICAL TRAC CER#06-0085  
12496 UNEX III EXERCISE SYSTEM W/ ACCESSORIES CER# 06-0033

Schedule 2.01(c)  
Owned Personal Property

12474	ERGOMETER CER# 06-0033
10163	TOTAL GYM THERAPY PACKAGE
12010	CITADEL EXTREMITY WHIRLPOOL STATIONARY CER# 0116
10193	PARALLEL BARS 7' PLATORM CER# Z6497
3708	TILT TABLE
3709	TRACTION PLAN
3711	DYNAWAVE UNIT COMPLETE W/STAND
3713	HI-LO MAT TABLE
4914	TRANSCUTANEOUS ELECTRONIC STIMULATOR CER #4195
5014	MONITOR-HEART RATE CER# 4232
5016	COUNTER TOP CER# 4160
5017	FILE-LATERAL 3 TIER 18 X 30 CER# 4160
5018	STOOL ADJUSTABLE HEIGHT CER# 4160
5019	STOOL ADJUSTABLE HEIGHT CER# 4160
5020	CHAIR - SECRETARIAL CER# 4160
5021	CHAIR - SECRETARIAL CER# 4160
5022	CHAIR - SECRETARIAL CER# 4160
5023	CHAIR - SECRETARIAL CER# 4160
5024	CHAIR - SECRETARIAL CER#4160
5025	CHAIR - SECRETARIAL CER# 4160
5026	CHAIR - SECRETARIAL CER# 4160
5027	CHAIR - SECRETARIAL CER# 4160
5028	CHAIR - SECRETARIAL CER# 4160
5029	FILE - LATERAL TWO TIER LEGAL SIZE CER# 4160
5030	FILE - LATERAL TWO TIER LEGAL SIZE CER #4160
5031	FILE - LATERAL TWO TIER LEGAL SIZE CER# 4160
5032	LAMINATED TOP SELF-EGDE CER# 4160
5033	LAMINATED TOP SELF EDGE CER# 4160
5034	LAMINATED TOP SELF EDGE CER#4160
5035	DESK - RIGHT SINGLE PEDESTAL CER# 4160
5110	DIATHERMY UNIT CER# 4242
5241	NEUROMUSCULAR STIMULATION UNIT CER #4338
5245	ULTRASOUND THERAPY UNIT CER #4352
5249	ULTRASOUND THERAPY UNIT CER #4352
5250	ULTRASOUND THERAPY UNIT CER #4352
5270	BATH TRANSPORT UNIT CER #4327
5271	BATH TRANSPORT UNIT CER #4327
5272	PATIENT LIFT CER #4327
5273	PATIENT LIFT CER #4327
5647	REFRIGERATOR
6328	KINCOM COMPUTERIZED EXERCISE/EVALUATION SYSTEM CER# 4665
6612	MEMORYWRITER 6015 W/10 PITCH PRINT ELEMENT CER# 4810
7167	BAILY PARALLEL BARS 12 FT CER#5108
7168	BAILY MAT TABLE CER# 5109
7299	ELECTRONIC MUSCLE STIMULATOR SYSTEM CER#5178
7909	EXERCISE BIKE CER#5451
8371	CPM KNEE UNIT CER# 5655

Schedule 2.01(c)  
Owned Personal Property

8637 TABLE- 5 SECTION W/DRAINAGE CER# 5702  
8650 BILATERAL UPPER EXTREMITY ERGOMETER CER# 5850  
8684 P/C W/LASERJET PRINTER CER# 5900  
8759 PODIATRY TANK W/WHIRLPOOL CER#  
9031 ONE SIDED TRAINING STAIRS CER# 6100  
9032 ULTRA III COMBO W/MICROCURRENT CER# 6100  
9033 METTLER 720 ULTRASOUND COMPLETE CER# 6100  
9034 HI-LO MAT TABLE CER# 6100  
9035 TREADMILL CER# 6089  
9066 TRACH TALK SPEECH AID (5) & DUMBELLS (8) CER# 6116  
9088 TRAMPOLINES (2) CER#  
11746 DELUXE P. T. SYSTEM CER# 0029 DOWN PAY  
12158 EMG SYSTEM & PC & MONITOR INCONTINENCE PROG. CER#03-0010  
4349 3-VINYL ARM CHAIRS BROWN  
4350 2-BROWN VINYL SIDE CHAIRS  
4351 BROWN VINYL SIDE CHAIR  
4352 2-5 DRAWER LATERAL FILES  
4353 3-2 DRAWER LATERAL FILES  
4354 5-SECRETARIAL CHAIRS-DARK BROWN W/VINYL BUMPER  
4355 SECRETARIAL CHAIR-DARK BROWN  
4356 4-ACCOUSTICAL SCREENS-RUST  
4357 3-LAMINATED TOPS 1 SET 4 LEGS 1 EA BRACKET  
5057 DESKTOP DICTATOR W/MICROPHONE CER# 4210  
5058 TRANSCRIBER/DICTATOR W/FOOT SWITCH CER# 4210  
7169 ELEVATING MAT TABLE CER# 5122  
7453 APPLE IIGS COMPUTER SYSTEM CER#5276  
8376 LOVE SEAT FULLY UPHOLSTERED CER# 5637  
8445 FURNISHING FOR RM 360 CER# 5637  
8570 WASHER (MAYTAG) CER# 5818  
8571 DRYER (MAYTAG ELECTRIC) CER#5818  
8600 FLUIDOTHERAPY ULTRA CER# 5841  
8603 WHEELCHAIR ADULT W/IV STANDS CER#5830  
8604 WHEELCHAIR ADULT W/IV STANDS CER# 5830  
8605 WHEEL CHAIR ADULT W/IV STANDS CER# 5830  
8606 WHEEL CHAIR ADULT W/IV STANDS CER#5830  
8607 WHEEL CHAIR ADULT AMPUTEE CER# 5830  
8608 WHEEL CHAIR ADULT AMPUTEE CER# 5830  
8609 WHEEL CAHIR RECLINER CER# 5830  
8610 WHEEL CAHIR ADULT X-WIDE CER# 5830  
8611 WHEEL CHAIR ADULT X-WIDE CER# 5830  
8612 WHEEL CHAIR ADULT NARROW CER# 5830  
8613 WHEEL CHAIR ADULT NARROW CER# 5830  
8614 WHEEL CHAIR STANDARD ADULT CER# 5830  
8615 WHEEL CHAIR STANDARD ADULT CER# 5830  
8616 WHEEL CHAIR STANDARD ADULT CER# 5830  
8617 WHEEL CHAIR STANDARD ADULT CER# 5830  
8618 WHEEL CHAIR STANDARD ADULT CER# 5830

Schedule 2.01(c)  
Owned Personal Property

8619	WHEEL CHAIR STANDARD ADULT CER# 5830
8620	WHEEL CHAIR STANDARD ADULT CER# 5830
8621	WHEEL CHAIR STANDARD ADULT CER# 5830
8622	WHEEL CHAIR STANDARD ADULT CER# 5830
8623	WHEEL CHAIR STANDARD ADULT CER# 5830
8624	WHEEL CHAIR STANDARD ADULT CER# 5830
9723	HYDROCOLLATOR CER# 6320
11084	P/C W/PRINTER CER# 9913
11085	P/C W/PRINTER CER# 9913
9724	VIDEO FLOUROSCOPIC IMAGING CHAIR CER# 6308
3886	PELL 540 SWIVEL ARM CHAIR ALL 4 BLACK VINYL MIRROR CHROME
3889	IMPEDANCE AUDIOMETER
4986	CHAIR - SECRETARIAL POSTURE CER #4202
5050	AUDIOMETER CER# 4214
5201	FRYE HEARING AID TEST SET CER# 4270
6195	TYPEWRITER-ELECTRONIC EXXON 210 CER# 4620
7059	VIDEO RECORDER - PANASONIC & MONITOR 19" NEC CER# 5054
7180	RHINO-LARYNGO FIBERSCOPE CER# 5145
7889	VESS CHAIR CER#5394
8273	TYPEWRITER KXE-7500 CER# 5604
8710	AUDIOMETRIC ASSESSMENT SYSTEM CER# 5896
8823	HEARING AID ANALYZER CER# 5924
8871	POCKET TALKERS W/HEADSETS (8) CER# 6046
9943	WORKSTATIONS (12) CONNECTING UNITS CER# N6446
9950	FAX MACHINE CER# N6446
9981	SOFTWARE CONTRACTED CARE CER# N6446
10732	P/C W/ACCESSORIES CER# 9852
10934	TABLE (2)) & CHAIRS (2) CER# 9877
9279	PC/W MONITOR AND PRINTER
9346	LASER PRINTER CER# 6204
9753	LASER PRINTER/JET DIRECT TOKENRING/CABLE CER# 6351
9754	P/C W/MONITOR CER# 6351
9755	P/C W/MONITOR CER# 6351
9756	P/C W/MONITOR CER# 6351
9757	TERMINAL COLOR 14" CER# 6351
9758	TERMINAL COLOR 14" CER# 6351
9759	TERMINAL COLOR 14" CER# 6351
9760	TERMINAL COLOR 14" CER# 6351
9761	TERMINAL COLOR 14" CER# 6351
9762	TERMINAL COLOR 14" CER# 6351
9763	TERMINAL COLOR 14" CER# 6351
9764	TERMINAL COLOR 14" CER# 6351
9765	TERMINAL COLOR 14" CER# 6351
9766	TERMINAL COLOR 14" CER# 6351
9768	TERMINAL COLOR 14" CER# 6351
9769	TERMINAL COLOR 14" CER# 6351
10211	P/C W/MONITOR & THOMAS ONRAD CARD CER# S6430

Schedule 2.01(c)  
Owned Personal Property

10212 LASER PRINTER CER# 6288  
10214 OFFICE FURNITURE FOR ADMINISTRATIVE ASST. CER#  
11798 PATIENT CORRESPONDENCE TRACKING MODULE CER# 0064  
11911 COPIER CER# 0065  
12100 P/C CER# 02-0033  
5245 TYPEWRITER CORRECTING SELECTRIC III CER #4321  
7893 COMPUADD COMPUTER W/OKIDATA PRINTER CER#5435  
9473 PC W/MONITOR & PRINTER CER# 6230  
9725 P/C CER# 6328  
9741 OVATION 7A PORTABLE EXHIBIT DISPLAY  
13449 NURSES CALL SYSTEM CER# 10-0037  
12392 REFRIGERATOR - UNDERCOUNTER CER# 05-0033  
12665 FILE UNITS (5) COMPLETE & INSTALLED CER# 07-0025  
8420 DESKS/PARTITIONS/CHAIRS CER# 5689  
11636 DIVIDING WALL IN MEDICAL RECORDS CER# 9957  
12625 LCD MONITORS (8) CER# 07-0030 FOR CODING DEPT  
12413 SERVER WINDSTAT ENCODER CER# 05-0032  
2610 MICROFILM ROLL CABT  
5112 CABINET-MICROFILM 9 DRAWER ROLL CER#4233  
6087 MICROCOMPUTER CER# 4549  
6120 DRG ASSIGN SOFTWARE MODEL III GROUPE W/REPORT SET CER#4555  
6166 VALIDATOR PROGRAM CER #4556  
6180 AUXILIARY POWER SUPPLIES CER# 4607  
6229 PRINTER TRACTOR HIGH-SPEED CER# 4641  
6352 UPGRADE DRG SOFTWARE TO STRATESIST UPGRADE GROUPE CER#  
7170 4756  
7170 TAB SIDE-TRAC MOBILE CABINET SYSTEM MULTI MEDIA CAB CER#5043  
7350 CIRCUITRY BOARDS IN DICTATION RECORDERS CER#  
7693 DICTAPHONE DIGITAL EXPRESS SYSTEM CER#5290  
8393 WANG UPGRADE OIS140 SYSTEM CER# 5687  
8530 FAX PHONE CER#5795  
8793 COMPAQ P/C W/PRINTER CER# 5981  
12414 SOFTWARE FOR WINDSTAT ENCODER SERVER CER# 05-0032  
2611R S-190 BULLETIN BOARD 60 X 36 FINISH CLEAR SATIN ANODIZED  
11386 TABLES & CHAIRS CER# 9833  
11385 STEEL SHELVING CER# 9833  
0743 TYPEWRITER  
2679 17-9-V28 EXECUTIVE SWIVEL CHAIR STD. BACK W/CARPET CASTERS  
2680 EXECUTIVE SWIVEL CHAIR HIGH BACK  
2681 TELE-PRINTER  
4915 NON-TILT SWIVEL CHAIR CER#4203  
4916 NON-TILT SWIVEL CHAIR CER#4203  
4917 NON-TILT SWIVEL CHAIR CER#4203  
4918 NON-TILT SWIVEL CHAIR CER#4203  
5542 TYPEWRITER-PORTABLE S/N Q103303  
11382 COPIER CER# 9833  
11383 COMPUTER / PRINTER CER# 9833

Schedule 2.01(c)  
Owned Personal Property

11384	COMPUTER CER# 9833
12247	TRANSCRIPTION EQUIP PURCHASED FR ARKS
13442	CREDENTIALING SOFTWARE CER#10-0038
10933	INSTALLATION AND DELIVERY OF COTEY FURNITURE
12836	FURNITURE-OFFICE USED FOR MED STAFF OFFICE CER# 08-0033
10922	DESK
10923	DESK
10931	CHAIRS-15
10918	TABLE & CHAIRS (6)
10929	DESK
10921	DESK
10919	DESK AND CHAIR
10917	DESK
10932	CHAIRS-10
10925	FILE CABINETS (4)
10927	CHAIRS (3)
10930	TABLE-CONFERENCE
10774	TABLE & CHAIR MAHOGANY CER# 9850
10920	FILE CABINETS (2) W/HANGING FILES
10928	CYLINDRICAL TABLES (4)
10916	ARTWORK
10924	BOOKCASE
10960	CHAIR-HIGHBACK BLACK CER#
2612	LANIER PORT RECORDER W/BATTERY CHARGER
4787	TYPEWRITER
6170	DESK TOP TRANSCRIBER CER# 4590
8349	UPGRADE PERSONAL COMPUTER HARDWARE AND SOFTWARE CER#5865
9041	P/C NETWORK HARDWARE CER# 6076
9400	P/C W/MONITOR
9471	P/C W/OFFICE FOR WINDOWS CER# 6222
10164	PERSONAL COMPUTER CER# N5487
10752	P/C W/ACCESSORIES CER# 9850
10890	OFFICE FURNITURE CER# 9860
10926	TABLE LAMP (3)
12165	MEDSTAFF SOFTWARE AND SERVER HARDWARE CER# 03-0002
12544	FURNITURE - SOFA (4) CHAIRS (4) TABLES CER# 06-0068
7569	WALNUT TABLE 30" X 48" (2)
8264	FACSIMILE MACHINE CER# 5598
4580	BLACK CABINET W/LOCK
4581	DESK BLACK W/WALNUT TOP
4582	SECRETARIAL POSTURE BACK-SWIVEL CHAIR
5134	TRANSCRIBER CER# 4208
5243	TYPEWRITER
7554	IBM COMPUTER 80 COMPLETE CER #5274
8171	PERSONAL COMPUTER SYSTEM CER #5562
8801	COMPAQ P/C W/PRINTER CER# 5992
8825	SYSTEMETRICS SOFTWARE

Schedule 2.01(c)  
Owned Personal Property

8978      HARDWARE FOR SYSEMETRICS CER#  
13028     DISHWASHER UPGRADE CER# 08-0128  
11405     CHAIRS (395) AUBERGINE FRAME FINISH CP4  
11412     WALK IN COOLER INDOORS CP4  
11401     FABRIC FOR CAFETERIA CHAIRS AND BENCHES CP4  
11406     TABLE TOP 36" X 36" W/ BASE (71) CP4  
11404     WHITFIELD WALL BENCH 60 FT DEL & INSTALL CP4  
11402     WHITFIELD WALL BENCH 40 FT DEL & INSTALL CP4  
11403     WHITFIELD WALL BENCH 40 FT DEL & INSTALL CP4  
11451     HOT ENTREE COUNTER CP4  
11437     GRILL COUNTER CP4  
11447     BACK COUNTER W/SINK, FAUCET & DRAIN CP4  
11421     EXHAUST HOOD CP4  
11446     EXHAUST HOOD CP4  
11432     POT SINK CP4  
11453     BEVERAGE COUNTER CP4  
12543     FOOD PROCESSOR CER# 08-0076  
11407     TABLE TOP 30" X 48" (23) W/BASE (46) CP4  
11430     PASS THRU WINDOW W/COMPARTMENTS CP4  
11413     PREP COUNTER & SINK HAND POLAR WARE CP4  
11428     SOILED DISH TABLE CP4  
11435     BREAD COUNTER W/4 TOPS CP4  
11431     SINK W/STATION HOSE B CP4  
11409     LECTURN W/ CASTERS, LIGHT & UDIO SYSTEM CP4  
11462     SHELVING FOR STOREROM CP4  
11425     SHELVING - STOREROOM HODGES CP4  
11439     DELI COUNTER CP4  
11474     BEVERAGE COUNTER CP4  
11461     SERVICE COUNTER CP4  
11426     CLEAN DISH TABLE CP4  
11423     COOK'S TABLE W/DRAWER AND UNDERSHELF CP4  
11417     COOK TABLE CP4  
11438     COUNTER FOR PIZZA SERVER CP4  
11410     STOOL - BASE AND SHELL KAFKA FABRIC TAN BARK CP4  
11411     STOOL--BASE & SHELL KAFKA FABRIC TAN BARK CP4  
11408     TABLE TOP 24" X 30" (6) W/BASE (6) CP4  
11475     BEVERAGE COUNTER W/STRAINER BASKET CP4  
11433     RACK SHELVING --HODGES CP4  
11963     INTERCOM SYSTEM W/SPEAKERS CER# 0088  
1160     616-6 SHELF OPEN TYPE TRAY TRUCK  
1161     M312T MICROWAVE OVEN SN 028-485  
1162     QUALHEIM MDL 101 VEGETABLE CUTTER  
1163     DBL DECK VULCAN HART ELECT BOILER MDL V3-22-2WIRED 208 VOLT  
1164     SET-N-SERVE ATLAS PORT SALAD BAR      HALF SIZE ICE COL  
1165     LOT OF GROEN WALL MOUNT TILTING 2/3STEAM JACKETED KETTLE W/F  
1166     HALF SIZE ICE COLD PAN + HALF SIZE HOT SECTION  
1167     4-NO 158 LAKESIDE CARTS T/N 91119,91209121,9122

Schedule 2.01(c)  
Owned Personal Property

1168	TRAY TRUCK W/4 SHELVES
1169	NO 760 LAKESIDE CART W/4 SHELVES
1170	NO 730 LAKESIDE CART W/RAIL
1171	4-NO 450 LAKESIDE CART-PLATFORM TRUCKT/N 9143,9144,9145,9146
1172	10FT 2-TONE GREEN CHRISTMAS TREE ORNAMENTS+LIGHTS
5850	BULK FOOD CART HEATED CER# 4463
5851	BULK FOOD CART REFRIGERATED CER# 4463
5852	REPLACEMENT KITCHEN/CAFE REFRIGERATION CABINETS CER# 4325
7058	GRIME FIGHTER HIGH PRESSURE SPRAY WASHER CER# 5052
7061	CRES-COR HOT PROOF CABINET CER# 5049
7062	VICTORY AIR CURTAIN RIGHT DOOR CER# 5056
7142	CHAMPION POT ANS PAN WASHER INSTALL/HOOK-UP CER#5064
7146	SECO TRAY DELIVERY CARTS (18) ACCESSORIES CER# 5061
7512	STEAM KETTLE - GROEN 20 QT
7572	STEAM SUPPLY VALVE FOR GROEN KETTLE CER# 5286
7944	DOUBLE DECK OVEN CER#5469
7945	POTATO PEELER W/FLOOR DRAIN CER# 5438
7952	ICE CUBER CER#5468
8169	SANDWICH DISPLAY CER#5537
8330	SHARP TV AND HITACHI VCR CER# 5646
8343	CASH REGISTER W/SCALE INTERFACE CER#5650
8344	CASH REGISTER W/SCALE INTERFACE CER# 5650
8356	FOOD SNEEZE GUARDS CER# 5671
8357	FAX MACHINE CER #5681
8358	MOBILE SHELVES CER# 5673
8547	TRAY CONVEYOR CER# 5781
8686	OVEN --BLODGETT ELECTRIC WINSTALLATION CER# 5835
8687	FOOD PROCESSOR CER# 5798
8688	MEAL PACK CAMCARRIER CER# 5824
8689	SLICER (HOBART) CER# 5876
8690	DISPOSAL CER# 5832
8776	REFRIGERATOR W/COMP CER# 5954
8777	TRAY DELIVERY CARTS (8) CER# 5956
8778	SILLO DISPENSER/PELLITIZER CER# 6002
8814	DROP IN DISPLAY CASE CER# 5926
8941	ELECTRIC TILT KETTLE BRASIER CER# 6074
9058	SHOW AND SELL DISPLAY CASE CER# 5958
9630	STEAMER - CONVECTION DIRECT CER# 8243
9631	KETTLE -DIRECT STEAMER CER# 8244
9632	STEAMER CER#8243
11399	ARTWORK FOR CAFETERIA CP4
11400	VACUUM--12" WIDE UPRIGHT CP4
11414	MIXER - HOBART CP4
11415	FIRE SYSTEM PROTECTION CP4
11416	SLICER - HOBART CP4
11418	OVEN--COOK AND HOLD CP4
11419	RANGE W/REAR GAS CONNECTION CP4

Schedule 2.01(c)  
Owned Personal Property

11420	OVEN, CONVECTION CP4
11422	POT RACK-HODGES CP4
11424	STEAMER, CONVECTION LET-8 CP4
11427	DISHWASHER W/BOOSTER CP4
11429	GARBAGE DISPOSER CP4
11434	CASE-DONUT CP4
11436	TOASTER CP4
11440	ANSUL FIRE PROTECTION CP4
11441	FREEZER, ONE SECTION S.S. CP4
11442	BROILER, NATURAL GAS CP4
11443	GRIDDLE, NATURAL GAS CP4
11444	REFRIGERATOR, ONE SECTION CP4
11445	GRILL STAND CP4
11448	FOOD WARMER CP4
11449	MICROWAVE OVEN CP4
11450	REFRIGERATOR, TWO SECTION CP4
11452	SERVER, PIZZA CP4
11454	CASHIER'S STAND W/LEGS AND CASTERS CP4
11455	CASHIER'S STAND W/LEGS AND CASTERS CP4
11456	CONDIMENT STAND CP4
11457	CONDIMENT DISPENSER CP4
11458	ICE WATER DISPENSER CP4
11459	DISPENSERS (24) CP4
11460	DROP IN NAPKIN DISPENSERS (12) CP4
11463	PRESSURE CLEANER CP4
11464	CONVEYOR CP4
11465	DISPOSER CP4
11466	DISHWASHER CP4
11467	VENT DUCTS CP4
11468	MICROWAVE OVEN CP4
11469	MICROWAVE OVEN CP4
11470	CHASE SS CP4
11471	HOOD PANELS 18 GAUGE SS CP4
11472	DISPLAY STAND W/ADJUSTABLE GUARD CP4
11473	DROP IN SINK CP4
11476	COLD DROP IN PAN CP4
11477	RECOVERY FRYER, NATURAL GAS CP4
11772	UNDERCOUNTER ICEMAKER CER# 9963
11783	FOOD WARMER DROP IN (2) W/INSTALLATION CER# 0017
11924	ELECTRIC MIXER CER# 0058
11974	MICROWAVE OVEN CER# 0112
1003REV	REBUILD BAKERS OVEN ITEM #1003 CER#5467
13476	CHEVY 2009 SILVERADO 1500 CER# 10-0060
13015	2008 JEEP PATRIOT
13014	2008 JEEP PATRIOT
5009	SNOW PLOW FOR GMC TRUCK CER #4247
8444	1992 FORD EXPLORER

Schedule 2.01(c)  
Owned Personal Property

9658	1995 BUICK LESABRE CUSTOM SEDAN
9848	1996 PLYMOUTH VOYAGER SE CER# 6389
10753	1998 BUICK LESABRE SEDAN CER# 9863
11289	1999 DODGE 3/4 TON PICK-UP W/SNOW PLOW CER# 9930
11727	1999 PLYMOUTH VOYAGER CER# 0015
12074	WESTERN PRO-FLO SALT SPREADER CER# 02-0020
12545	GMC 2004 CAB-CHASSIS W/2005 MOD CLINIC BODY VAN CER 06-0002
9750	REPLACE RADIATOR ANTI-FREEZE ENGINES 1-2-3 CER# 6309
9726	REBUILD LARGE CORE ASSEMBLY GENERATOR RADIATOR CER# 6309
9703	REBUILD SM CORE ASSEMBLY GENERATOR RADIATOR CER# 6309
1741	CLIP ON POWER FACTOR METER IDM4 1 FOAM
1742	12-51LBCO2 HAND HELD FIRE EXTINGUISHER
1744	PHOTO TACHOMETER
1749	TABLE SAW 5HP 3 PHASE
5010	OMEGA DIGITAL THERMOMETER W/RECHARGABLE BATTERY CER #4245
5138	AIR CONDITIONER CER# 4166 WHITE-WESTINGHOUSE
5228	AMPROBE ELECTRICAL ENERGY RECORDING METER CER# 4287
5229	AMPROBE TIME SHARING LAA3-T2 CURRENT RECORDER 60 H CER# 4287
5773	ELECTRO-MAGIC HI PRESSURE WASHER CER# 4410
5908	MEMORY EXPANSION CARD & MEMORY EXPANSION KIT CER# 4522
7038	COPIER-PLAIN PAPER ENGINEERING/STAND/START UP KIT CER# 5048
7086	DIGITAL SAFETY ANALYZER BIO-TEK CER# 5085
7131	FOXBORO MIRAN 103A SPECIFIC VAPOR ANALYZER CER# 5073
7368	ELECTRICAL SAFETY ANALYZER CER# 5220
7878	SCAFFOLD ALUMINUM CER# 5389
8259	SELF PRIMING PUMP CER# 5555
8260	SELF PRIMING PUMP CER# 5555
8261	Z-METER UPDATED W/TEST ACCESSORIES CER #5615
8392	REKLAME RECOVERY AND RECYCLE SYSTEM CER# 5685
8545	JVP NON INVASIVE DIVIDER CER# 5767
8548	INFUSION PUMP ANALYZER CER# 5770
8549	IMPULSE 3000 DEF ECG TESTER CER# 5800
8553	DIGITAL MA'S METER CER# 5810
8599	K50 ELECTRIC DRAIN CLEANER CER# 5808
8731	SINGLE CHANNEL CHART RECORDER CER# 5886
9398	P/C W/MONITOR AND PRINTER CER#6217
9399	EMULATOR CER# 6217
9469	UNIT HEATERS (2) FOR NORTH VESTIBULE W/INSTALL CER# 6215
9600	INSULATION UNIT W/HEPA FILTER & ULTRAVIOLET LIGHT CER#6274
9704	OSCILLISCOPES & ACCESSORIES CER# 6315
9944	SAFETY ANALYZER CER# Z6435
9945	LEAKAGE TESTER CER# Z6435
9946	LEAKAGE TESTER CER# Z6435
9947	LEAKAGE TESTER CER# Z6435
1768	LIFE SIZE FIBERGLASS CRECHE
1774	LITTER VAC
6186	SNOW-THRO ARIENS W/ELECTRIC START & TIRE CHAINS CER# 4633

Schedule 2.01(c)  
Owned Personal Property

7095	SNOWTHROWER ARIENS CER# 5113
7132	SNOWBLOWER 5HP TORO CER# 5114
7606	TRACTOR W/EQUIPMENT CER#5345
7681	POWER MOWER 36" CER#5381
8752	48" ANGLE SWEEPSTER BROOM CER# 5913
8753	CUB CADET TRACTOR CER #5914
9902	RECEPTACLES (20) CER# 6356
11756	LAWN TRACTOR CER# 0035
6769	PIPING OF PEERLESS BOILER FEED WATER PUMP CER# 4825
8146	CHEMICAL BULK STORAGE TANK CER#5489
6714	LABOR/MATERIAL CHANGES PIPING FOR FEED WATER PUMP CER# 4825
5763	DELTA 1000 ES ENERGY MGNT SYSTEM CER# 4220 PROGRESS BILLING
5801	DELTA 1000ES ENERGY MGNT SYSTEM CER# 4220 PROGRESS BILLING
7215	INCINERATOR SMOKE STACK ALARM CER5050
7340	INSULATE CONDENSATE PIPING & FLASH TANK CER# 5028
7341	FLASH TANK W/ACCESSORIES CER# 5028
7342	INSTALL PIPE/VALVE/LOW PRESSURE STEAM HEADER CER#5028
7349	INSTALL AIR SEPARATOR CER# 5217
7383	CENTRIFUGAL PUMP CER# 5231
7384	CENTRIFUGAL PUMP CER# 5231
7407	STEAM FLOW METER CER# 5199
7408	AIR ELIMINATOR SYSTEM CER# 5217
7906	WORK PLATFORMS (2) CER#5427
7972	DAMPER CONTROLS/ATMOSPHERIC COOLING CER# 5490
8239	VERTICAL SPLIT CASE CENTRIFUGAL PUMP CER#5560
8240	VERTICAL SPLIT CASE CENTRIFUGAL PUMP CER# 5560
8305	REPLACE ELECTRONIC VARIABLE DRIVE W/ BY PASS LINE CER# 5603
8345	PORTABLE CHEMICAL PUMP AND CHEMICAL TANK CER# 5667
8433	WATER SOFTNER CER# 5721
8437	BOILER ROOM SURGE TANK CER#5705
8484	SC-2 VACUUM PUMP SET W/PUMP CER# 5737
8500	ENERGY EFFICIENT MOTORS (34) AIR HAND/EXHAUST/PUMPS CER#5749
8518	DIAPHRAGM PUMP CER# 5772
8597	MOTOR 15 HP CER #5771
8598	FURNISH AND INSTALL THREE (3) STRAINERS CER# 5773
8948	EXPANSION TANKSS CER# 5933
8949	WARRICK PANEL & FITTINGS
8950	AUTOMATIC BRONZE FLOATING BALL GAGE
9015	VACUUM PUMP CER#
9016	TUBE CLEANING MACHINE CER# 6090
10605	CONDENSER CER# 9837
13116	UPDATE CARD ACCESS SYSTEM CER# 09-0019
13402	CAMERA-SECURITY & RECORDER IN PHARMACY CER# 10-0045
12064	SECURITY CAMERAS (12 PURCHASED & INSTALLED) CER# 02-0006
11927	SFE PLACE EXIT ALARM SYSTEM DOUBLE CODELOCK CER# 0075
11964	SPECTRA DOME SECURITY SYS ROOF MOUNT &POWER SPLY CER#0074
0941	ASP ANTENNA-OMNI DIRECTIONAL 50FT HELIAX TRANSMISSION LINE

Schedule 2.01(c)  
Owned Personal Property

0942 9-HH-464-D4 WILSON 4 WATT PORTABLE TRANSCIVER COMPLETE W/  
0943 2-MC6C BATTERY CHARGERS  
0944 INSTALLATION OF CLOSED CIRCUIT TELEVISION SYSTEM  
0965 CLOSED CIRCUIT TELEVISION SYSTEM 10CAMERAS  
0966 MASTER II STATION 367 TAG # 9132 ALSO ON PART OF THIS ITEM  
0967 DUPLEXER  
0968 DESKON II 362  
0969 ALL STEEL DESK W/CENTER DRAWER RIGHT PEDESTAL CHOCOLATE  
0970 DESK  
5069 KEY DUPLICATING MACHINE CER# 4134  
5163 BUMPERS/CASTERS/SHELVES CER# 4241  
5268 CER #4134 REKEYING APPROXIMATELY 853 SCHALGE LOCKS  
5764 CARDKEY SYSTEMS W/VOCALIZER/PRINTER/MODEM CER#4303-4304-4306  
5765 INSTALL WIRE CARDKEY SYSTEM CER# 4303-4304-4306  
5881 RCA CAMERA W/MCON ACCESSORIES CER# 4475  
5893 RCA LOW LIGHT CAMERA W/AUTO IRIS CER# 4475  
5904 LENS 8.5MM ES CER# 4475  
6084 TRANSCIVERS W/B STATION CHARGER CER# 4547  
6118 EDITOR KEYBOARD  
6150 SOFTWARE:RISKMASTER INCIDENTS-GEN CLAIMS WORK COMP CER# 4454  
6178 MODIFICATION OF EXISTING FIRE ALARM PRINTER N BLDG CER# 4552  
6185 TYPEWRITER EXXON ELECTRONIC #210 CER#4609  
6409 MPI G/E RADIO W/RECHARGABLE BATTERY CER# 4732  
6410 MPI G/E RADIO W/RECHARGABLE BATTERY CER# 4732  
6456 READER TERMINAL CER# 4712  
6457 READER TERMINAL CER# 4712  
6458 READER TERMINAL CER# 4712  
7035 IBM/50 W/20MB HARD DISK MONOCHROME DISPLAY CER# 5042  
7356 DESK RADIO CER# 5222 FOR CENTRAL TRANSPORT  
7357 PORTABLE RADIO W/CHARGER/ACCESSORIES CER# 5222 CEN. TRANSPRT  
7358 PORTABLE RADIO W/CHARGER/ACCESSORIES CER# 5222 CEN TRANSPRT  
7359 PORTABLE RADIO W/CHARGER/ACCESSORIES CER#5222 CEN  
TRANSPORT  
7360 PORTABLE RADIO W/CHARGER/ACCESSORIES CER#5222 CEN  
TRANSPORT  
7361 PORTABLE W/CHARGER/ACCESSORIES CER#5222 CEN TRANSPORT  
7362 PORTABLE RADIO W/CHARGER/ACCESSORIES CER#5222 CEN  
TRANSPORT  
7363 PORTABLE RADIO W/CHARGER/ACCESSORIES CER# 5222 CEN  
TRANSPORT  
7364 PORTABLE RADIO W/CHARGER/ACCESSORIES CER# 5222 CEN  
TRANSPORT  
7365 PORTABLE RADIO W/CHARGER/ACCESSORIES CER# 5222 CEN  
TRANSPORT  
7366 PORTABLE RADIO W/CHARGER/ACCESSORIES CER# 5222 CEN  
TRANSPORT  
7406 ULTRA PASS SECURITY MANAGEMENT SYSTEM CER# 5203  
7540 INSTALL POWER SUPPLY FOR VIDEO CAMERA CER# 5297  
7571 CLOSED CIRCUIT CAMERA/INSTALLATION CER# 5297

Schedule 2.01(c)  
Owned Personal Property

7845	ALARM MONITOR TERMINAL 24-PT CER#5332
8774	TRANSMITTERS (6) CER# 5973
8775	COMPAQ P/C CER# 5986
8850	WHEELCHAIR (OVERSIZED) CER# 5964
8865	WHEELCHAIR CER# 5961
8866	WHEELCHAIR CER# 5961
8867	WHEELCHAIR CER# 5961
8868	WHEELCHAIR CER# 5961
8869	WHEELCHAIR CER# 5961
8870	WHEELCHAIR CER# 5961
8871	WHEELCHAIR CER# 5961
8872	WHEELCHAIR CER# 5961
8873	WHEELCHAIR CER# 5961
8874	WHEELCHAIR CER# 5961
8875	WHEELCHAIR CER# 5961
9005	WHEELCHAIR (XWIDE) CER #5969
9261	CHART HOLDERS (36)
9747	TWO WAY RADIO SYSTEM CER# 6343
9748	P/C W/COLOR MONITOR CER# 6352
9749	P/C W/COLOR MONITOR CER# 6352
9833	TIME LAPSE VCR CER# 6375
9827	CARD ACCESS SYSTEM CER# 6375
11912	SECURITY CAMERA UPGRADE AND INSTALLATION CER# 0044
11928	RADIO TRANSCEIVER (4) CER# 0075
11954	PRINTER INKJET W/CABLE CER#0071
11957	RADIO TRANSCEIVER CER# 009D
12052	INSTALLL ADDL QUICK LOOK DISPLAY IN SECURITY CER# 0136
12101	PHOTO ID CARD & ACCESS CONTROL SYSTEM CER# 02-0010
12102	PC FOR PHOTOID SYSTEM CER# 02-0010
12357	NEW CAMERAS/HARDWARE 6FL PEDS AND VEND AREA LL CER#05-0018
12546	SELF CONTAINED TRASH COMPACTOR CER#06-0049
12536	FLOOR SCRUBBER- RIDE ON CER# 06-0069
11913	BURNISHER 20" ELECTRIC CER# 0059
9061	CARDBOARD COMPACTOR WIRING ELECTRICAL
9690	CARPET EXTRACTOR CER# 6303
4985	CARPET CLEANING MACHINE HOST T-6 CER #4211
5164	AUTOMATIC FLOOR SCRUBBER 24" W/BATTERY CHARGER CER# 4291
5165	FLOOR MACHINE 18" TORONADO CER# 4293
5232	TOW TRACTOR ELECTRIC W/BATTERY & CHARGER CER# 4301
5239	CHAIRS (30) CER# 4311
7901	SCRUBBER/HI SPEED BURNISHER CER#5429
8256	TRASH CART CER# 5557
8257	TRASH CART CER# 5557
8258	TRASH CART CER# 5557
8483	CLARKE EXTRACTOR W/ACCESSORIES CER# 5748
8947	WET?DRY VAC CER# 6065
9009	FLOOR MACHINE CER# 6070

Schedule 2.01(c)  
Owned Personal Property

9010	FLOOR MACHINE CER# 6070
9011	VACUUM - UPRIGHT CER# 6070
9012	VACUUM UPRIGHT CER# 6070
9013	TOILET SEATS (149) CER#
9014	FLOOR BUFFER (HIGH SPEED) CER# 6070
9062	CONVEYOR BELT, SS PANS, NEW BEARINGS CER#6115
10541	FLOOR SCRUBBER - AUTOMATIC CER# 9810
11764	DISK FOR Y2K UTILITY,EXTERNAL USE 9000 CER# 0010
11784	SCRUBBER/ FLOOR ELECTRIC CER# 0047
11914	FLOOR SCRUBBER BATTERY POWERED CER# 0060
11915	POLISHER--FLOOE CER# 0061
11916	POLISHER--FLOOR CER# 0061
11917	WWET/DRY VAC W/BOW UNIT CER# 0062
11918	JET STEAMER DEMO CER# 0063
12059	VACUUM UPRIGHT (10 EACH) CER# 02-0009
12060	FLOOR SCRUBBER CER# 02-0009
12061	BURNISHER -- CER#02-0009
12062	CARPET EXTRACTOR CER# 02-0009
13032	LM-5 PRESSURE SEAL SYSTEM CER# 09-0015
10129	DESK-DOUBLE PEDESTAL W/STACK ON SHELVES CER# N6471
10130	DOUBLE PEDESTAL DESK W/STACK ONM SHELVES CER#
10131	DOUBLE PEDESTAL DESK W/STACKING SHELVES CER# N6471
10132	DOUBLE PEDESTAL DESK W/STACKING SHELVES CER# N6471
10133	DESK-SINGLE PEDESTAL W/RETURN CER# N6471
10134	DESK-SINGLE PEDESTAL W/RETURN CER# N6471
10135	DESK-SINGLE PEDESTAL W/RETURN CER# N6471
10136	DESK-SINGLE PEDESTAL W/RETURN CER# N6471
10138	LATERAL FILES -5 DRAWER 42" CER#N6471
10139	LATERAL FILE 5 DRAWER 42" CER# N6471
10140	LATERAL FILE 5 DRAWER 42" CER# N6471
10141	LATERAL FILE 5 DRAWER 42" CER# N6471
10142	LATERAL FILE 5 DRAWER 42" CER# N6471
10137	LATERAL FILE --5 DRAW 36" CER# N6471
0594	NO 2021-297 60INX30IN DESK W/CENTERDWR+LOCK,PEDESTAL ON LEFT
0611	CHECK SIGNER
4798	FILE LATERAL 5 DRAWER W/LOCK CER# 4142
4799	FILE HON 5 DRAWER CER#4152
4800	FILE HON 5 DRAWER CER#4152
4801	FILE LATERAL 3 DRAWER 36" CER#4153
4919	CHAIR POSTURE CER# 4161
4920	CHAIR POSTURE CER#4161
5233	CHAIR-- POSTURE CER# 4315
5234	CHAIR--POSTURE CER#4315
5235	CHAIR--POSTURE CER#4315
5236	CHAIR--POSTURE CER#4315
5237	CHAIR--POSTURE CER#4315
5238	CHAIR--POSTURE CER#4315

Schedule 2.01(c)  
Owned Personal Property

5255	CALCULATOR CASIO DR-120 CER #4351
5288	MICROFICHE CER# 4365
6149	PERSONAL COMPUTER A/T W/ACCESSORIES CER#4572
6265	TYPEWRITER
7130	CUSTOM SOFTWARE-MAJORITY HRS ON HOLIDAY PAYROLL CER# 4991
7145	PARALLEL 4MB PRINTER BUFFER W/5 FT CABLE CER# 5104
7221	SOFTWARE PAYROLL DCR WEEKEND REPORT CER#4991
7605	P/C COMPAQ DESK PRO CER#5317
7949	P/C IBM W/MONOCHROME MONITOR PR NETWORKING CER# 5461
7950	AST FILESAVER PR NETWORKING CER# 5461
7951	HP LASERJET III PRINTER CER#5461
8144	LASER PRINTER CER#5554
8157	PERSONAL COMPUTER COMPAQ DESK PRO 386/25E CER# 5547
8269	TKC MULTI-USER SOFTWARE CER# 5461
8527	MICROFICHE READER AND PRINTER CER# 5778
8750	P/C DP486 W/MONIOTR/SOFTWARE CER# 5938
8848	FAX MACHINE PLAIN PAPER CER#
9004	LASER PRINTER (COLOR) CER# 6095
9057	ENUFF FINANCIAL & CAPITAL PLANNING SOFTWARE
9076	P/C W/SOFTWARE CER# 6113
000009206	ENVELOPE SEALING MACHINE CER# 6177
9260	ENUFF SOFTWARE UPGRADE VERSION C.2
9971	P/C W/COLOR MONITOR & OFFICE PRO CER# Z6443
9972	P/C W/COLOR MONITOR & OFFICE PRO CER# Z6443
9973	P/C W/COLOR MONITOR & OFFICE PRO CER# Z6443
9974	P/C W/COLOR MONITOR & OFFICE PRO CER#Z6443
9975	P/C W/COLOR MONITOR & OFFICE PRO CER# Z6443
9976	P/C W/COLOR MONITOR & OFFICE PRO CER# Z6443
10405	SOFTWARE-COST ACCOUNTING
10754	IDENTICARD PLATE DESGN FOR ID BADGES CER# N6422
10812	T/K BAR CODE TERMINAL CER# N6422
10813	T/K BAR CODE TEMINAL CER# N6422
10814	T/K BAR CODE TERMINAL CER# N6422
10815	T/K BAR CODE TERMINAL CER# N6422
10816	T/K BAR CODE TERMINAL CE# N6422
10817	T/K BAR CODE TERMINAL CER#N6422
10818	T/K BAR CODE TERMINAL CER# N6422
10819	T/K BAR CODE TERMINAL CER# N6422
10820	T/K BAR CODE TERMINAL CER# N6422
10821	T/K BAR CODE TERMINAL CER# N6422
10822	T/K BAR CODE TERMINAL CER# N6422
10823	T/K BAR CODE TERMINAL CER# N6422
10824	T/K BAR CODE TERMINAL CER# N6422
10825	T/K BAR CODE TERMINAL CER# N6422
10826	T/K /S YTD MODULE CER# N6422
10827	T/K A/S ATTENDANCE TRACKER MODULE CER# N6422
10828	T/K A/S TERMINAL ENTRY MODULE CER# N6422

Schedule 2.01(c)  
Owned Personal Property

10829	PAYROLL INTERFACE CER# N6422
10830	PROFESIONAL SERVICES FOR INSTALL CER# N6422
10831	SMART CONVERTER II CER# N6422
10832	T/K A/S R/R TAPE DRIVE CER# N6422
11790	SOFTWARE UPGRADE-ENUFF ADVISOR CER# 0052
11799	P/C W/ACCESS CER# 0053
11800	P/C W/ACCESS CER# 0053
11801	P/C W/ACCESS CER# 0053
11802	P/C W/ACCESS CER# 0053
11803	P/C W/ACCESS CER# 0053
11920	LASER CHECK PRINTER AND PRESSURE SEALER CER# 0046
12626	PRINTER LASER JET CER# 07-0028
0699	CALCULATOR
0702	CALCULATORS (5)
0703	CALCULATOR
0704	TYPEWRITER
4802	TYPEWRITER CER#4147
4855	CALCULATOR CER#4162
4856	CALCULATOR CER#4162
4857	CALCULATOR CER#4162
4858	CALCULATOR CER#4162
4860	CALCULATOR CER#4162
4861	CALCULATOR CER #4162
4901	TYPEWRITER CER# 4163
5258	CALCULATOR CASIO DR-120 CER #4349
5259	CALCULATOR CASIO DR-120 CER # 4349
5369	CALCULATOR
5370	CALCULATOR
5374	CALCULATOR
5375	CALCULATOR
5376	CALCULATOR
5846	TYPEWRITER CER# 4464
7970	FACSIMILE MACHINE (PANASONIC) CER# 5495
8145	IDPA TERMINAL CER#5552
8153	PERSONAL COMPUTER W/PRINTER & ACCESSORIES CER#5552
8403	PRINTER W/PARALLEL CABLE CER# 5701
8409	486/33DX P/C SYSTEM CER# 5701
8455	EMULATION BOARD CER# 5701
8468	MODEM CER# 5755
9903	READER FICHE W/PRNTR AND ACCESSORIES CER#
12036	P/C WITH MONITOR CER# 0138
12037	LASER JET PRINTER CER# 0138
12103	P/C CER# 02-0032
12104	P/C CER# 02-0032
12569	BILLING SOFTWARE AND INSTALLATION CER# 07-0019
13380	EDM-HIM SYSTEM CER# 10-0023
13128	SOFTWARE-EMERGISOFT CER# 08-0041

Schedule 2.01(c)  
Owned Personal Property

12969 LAB COMPUTER UPGRADE HARDWARE & SOFTWARE CER# 07-0022  
12863 SERVER ISERIES525 UPGRADE FR ISERIES 170 & 820 CER# 08-0082  
15054 NETWORK UPGRADE FOR PACS SYSTEM CER# 08-0088  
13029 WINDOPATH SERVER MIGRATION & UPGRADE CER# 08-0135  
12852 EQUIP & SOFTWARE UPGRADE MAIN TELEPHONE SYSTEM CER#08-0059  
13041 REMOTE ACCESS SERVER & 100 DEVICE LICENSES E-MAIL CER09-0011  
13194 SERVER FOR NEW ED CER# 08-0037  
13445 COMPUTER HARDWARE TO SUPPORT FBC/OBIX PROJECT CER# 10-0040  
12870 BACK UP SOLUTION FOR NETWORK CER# 08-0075  
13102 COMPUTER HARDWARE FOR MUSE SYSTEM CER# 09-0007  
12851 UPS MODULE FOR BACK UP SUPPORT FOR I.S. EQUIP CER# 08-0060  
13204 WIRELESS NETWORK FOR NEW ED CARTS CER# 08-0037  
13127 WEBSense 3 YR LICENSE & UPGRADE TO 400 USERS CER#09-0047  
13400 PC (11)BELKIN (8)UPGRADES MED REC EDM PROJ CER#10-0016  
13256 COMPUTER EQUIPMENT U OF C PROJECT CER# 09-0028  
13210 COMPUTER EQUIPMENT FOR SPACELABS IN NEW ED CER# 08-0037  
13399 DUAL MONITRS (12)&RMTE ELECT DISTB MED REC EDM I CER#10-0023  
13203 CLOSET EQUIPMENT NEW ED COMP NETWORK CONNECT CER# 08-0037  
13092 SERVER FOR WINDPATH UPGRADE CER# 08-0135  
12951 UPDATE WEBSense & DNS SERVERS CER#05-0108  
12482 SERVER- PROLIANT FOR PHARMACY CER# 05-0024  
13236 PRINTER LJ FOR NEW ED CER# 08-0037  
12814 WYSE DEVICES (10) MONITORS (10) & WALL MOUNTS CER#08-0026  
13129 SERVER HARDWARE FOR EMERGISOFT CER# 08-0041  
15058 MICROSOFT OFFICE PRO PLUS 2007 (12) FOR PACS CER# 08-0088  
12625 CHAIRS-DESK (10) CER# 08-0011  
12877 MEMORY & INTEGRATED CARD-ISERIES 525 SUP MSWEB4 CER#08-0074  
13057 PACS SURGERY CARTS COMPUTER ON WHEELS CER# 08-0088  
15055 PACS SURGERY CARTS COMPUTER ON WHEELS CER#08-0088  
15056 PACS SURGERY CARTS COMPUTER ON WHEELS CER# 08-0088  
13478 SMARTNET WIRELESS SYSTEM CER# 10-0021  
12751 HARDWARE FOR LAB UPGRADE CER# 07-0022  
12459 NETWORK EQUIPMENT-INFOSTRUCTURE CE# 08-0021  
13316 4GB 8-PORT FC SWITCH W/ACCESSCER# 10-0018  
13418 ERGOTRON CARTS CER# 10-0040  
13419 ERGOTRON CARTS CER# 10-0040  
13091 INTERNET ROUTER-SWITCHOVER TO ATT 10GB INTERNET CER#09-0022  
11906 DATA DROP LINES INSTALLED IN LAB CER# 9905  
13243 COMPUTER EQUIPMENT FOR NEW ED CER# 08-0037  
13309 ERGOTRON LED CART CER# 10-0022  
13310 ERGOTRON LED CART CER# 10-0022  
13311 ERGOTRON LCD CART CER# 10-0022  
13312 ERGOTRON LCD CART CER# 10-0022  
13313 ERGOTRON LCD CART CER# 10-0022  
13238 CART-ERGOTRON STYLEVIEW LCD 66 AH FOR NEW ED CER# 08-0037  
13239 CART-ERGOTRON STYLVIEW LCD 66 AH FOR NEW ED CER# 08-0037  
13240 CART-ERGOTRON STYLEVIEW LCD AH 66 FOR NEW ED CER# 08-0037

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13241	CART-ERGOTRON STYLEVIEW LCD AH 66 FOR NEW ED CER# 08-0037
13242	CART-ERGOTRON STYLEVIEW LCD AH66 FOR NEW ED CER# 08-0037
13117	SPACE LAB LOAD MONITOR SERVER CER# 09-0032
12974	PRINTER EDGE TO EDGE PHASER CER# 08-0118
12617	SHELVING FOR COMPUTER EQUIPMENT CER# 07-0033
13211	COMPLITER EQUIPMENT FOR SPACELABS CER# 08-0037
13387	PRINTER LASER JET W/INPUT TRAYS CER# 10-0043 & 10-0017
13388	PRINTER LASER JET W/INPUT TRAYS CER# 10-0043 & 10-0017
13389	PRINTER LASER JET W/INPUT TRAYS CER# 10-0043 & 10-0017
13390	PRINTER LASER JET W/INPUT TRAYS CER# 10-0043 & 10-0017
13391	PRINTER LASER JET W/INPUT TRAYS CER# 10-0043 & 10-0017
13216	PC W/OFFICE PRO PLUS 07 FOR NEW ED CER# 08-0037
13397	LCD (9) TO SUPPORT OBIX SYSTEM CER# 10-0040
13003	NETWORK EXPANSION FOR 2ND FL N PATHOLOGY
13126	PC/LED/OFFICE PRO PLUS AND HP LJ PRINTER CER# 09-0045
13118	PC/LED & OFFICE PRO PLUS 2007 CER# 09-0040
13119	PC/LED/OFFICE PRO PLUS 2007 CER# 09-0040
13382	PRINTER LASER JET FOR FBC FOR OBIX CER# 10-0040
13393	PRINTER LASER JET FOR FBC OBIX CER# 10-0040
13195	QUEST TOAD FOR ORACLE/SOFTMODEM/WORD NEW ED CER# 08-0037
13264	HP PROCURVE SWITCH CER# 10-0006
13291	PRINTER LASERJET CER# 10-0003
13292	PRINTER LASERJET CER# 10-0003
13293	PRINTER LASERJET CER# 10-0003
13294	PRINTER LASERJET CER# 10-0003
13295	PRINTER LASERJET CER# 10-0003
13296	PRINTER LASERJET CER# 10-0003
13297	PRINTER LASERJET CER# 10-0003
13298	PRINTER LASERJET CER# 10-0003
13299	PRINTER LASERJET CER# 10-0003
13300	PRINTER LASERJET CER# 10-0003
13301	PRINTER LASERJET CER# 10-0003
13302	PRINTER LASERJET CER# 10-0003
13303	PRINTER LASERJET CER# 10-0003
13304	PRINTER LASERJET CER# 10-0003
13305	PRINTER LASERJET CER# 10-0003
13306	PRINTER LASERJET CER# 10-0003
13290	PRINTER LASERJET CER# 10-0003
12967	PROJECTOR-INFOCUS CER# 08-0109
13268	PRINTER LASERJET CER# 10-0003
13270	PRINTER LASERJET CER# 10-0003
13271	PRINTER LASERJET CER# 10-0003
13272	PRINTER LASERJET CER# 10-0003
13273	PRINTER LASERJET CER# 10-0003
13274	PRINTER LASERJET CER# 10-0003
13275	PRINTER LASERJET CER# 10-0003
13276	PRINTER LASERJET CER# 10-0003

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13278 PRINTER LASERJET CER# 10-0003  
13279 PRINTER LASERJET CER# 10-0003  
13277 PRINTER LASERJET CER# 10-0003  
13280 PRINTER LASERJET CER# 10-0003  
13269 PRINTER LASERJET CER# 10-0003  
13019 LAP TOP COMPUTER W/MS OFFICE/PGP ENCRYPT SOFTWARE CER#09-0006  
13314 PROCURVE SWITCH CER# 10-0017  
13315 PROCURVE SWITCH CER# 10-0017  
12888 PC/LCD MONITOR/OFFICE PLUS 07 & PRINTER CER# 08-0083  
13103 P/C W/FLOPPY DR & HA DVI FOR MUSE SYS CER# 09-0007  
13104 PC W/FLOPPY DR & HA DVI FOR MUSE SYS CER# 09-0007  
13105 PC W/FLOPPY DR & HA DVI FOR MUSE SYS CER# 09-0007  
13358 SCANNER CER# 10-0028  
13359 SCANNER CER# 10-0028  
13360 SCANNER CER# 10-0024  
13361 SCANNER CER# 10-0028  
13362 SCANNER CER# 10-0028  
12752 PRINTER LASER JET W/IPDS EMULATION FLASH CER# 07-0022  
12753 PRINTER LASER JET W/IPDS EMULATION FLASH CER# 07-0022  
12754 PRINTER LASER JET W/IPDS EMULATION FLASH CER# 07-0022  
12755 PRINTER LASER JET W/IPDS EMULATION FLASH CER# 07-0022  
12756 PRINTER LASER JET W/IPDS EMULATION FLASH CER# 07-0022  
12757 PRINTER LASER JET W/IPDS EMULATION FLASH CER# 07-0022  
12811 PRINTER HP LASERJET FOR ACCOUNTING CER#08-0012  
12859 PC, MONITOR & OFFICE PRO+ & LASER PRINTR CER#08-0049 SR LUCI  
13072 PC/MEWSONIC/OFFICE PRO PLUS 2007 PACS CER# 08-0088  
13073 PC/MEWSONIC/OFFICE PRO PLUS 2007 PACS CER# 08-0088  
13074 PC/MEWSONIC/OFFICE PRO PLUS 2007 PACS CER# 08-0088  
13075 PC/MEWSONIC/OFFICE PRO PLUS 2007 PACS CER# 08-0088  
13076 PC/MEWSONIC/OFFICE PRO PLUS 2007 PACS CER# 08-0088  
13077 PC/MEWSONIC/OFFICE PRO PLUS 2007 PACS CER# 08-0088  
13078 PC/MEWSONIC/OFFICE PRO PLUS 2007 PACS CER# 08-0088  
13079 PC/MEWSONIC/OFFICE PRO PLUS 2007 PACS CER# 08-0088  
13080 PC/MEWSONIC/OFFICE PRO PLUS 2007 PACS CER# 08-0088  
13081 PC/MEWSONIC/OFFICE PRO PLUS 2007 PACS CER# 08-0088  
13212 PC W/OFFICE PRO PLUS 07 FOR NEW ED CER# 08-0037  
13213 PC W/OFFICE PRO PLUS 07 FOR NEW ED CER# 08-0037  
13214 PC W/OFFICE PRO PLUS 07 FOR NEW ED CER# 08-0037  
13215 PC W/OFFICE PRO PLUS 07 FOR NEW ED CER# 08-0037  
12813 MONITORS (2) & NETWORK PRINTER(1) CER# 08-0027 SPARE I.S.  
13420 WYSE DEVICE CER# 10-0040  
13421 WYSE DEVICE CER# 10-0040  
13422 WYSE DEVICE CER# 10-0040  
13423 WYSE DEVICE CER# 10-0040  
13424 WYSE DEVICE CER# 10-0040  
13425 WYSE DEVICE CER# 10-0040  
13062 PC/LCD/OFFICE PRO PLUS 2007 PACS CER# 08-0088

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13063	PC/LCD/OFFICE PRO PLUS 2007 PACS CER# 08-0088
13064	PC/LCD/OFFICE PRO PLUS 2007 PACS CER# 08-0088
13065	PC/LCD/OFFICE PRO PLUS 2007 PACS CER# 08-0088
13066	PC/LCD/OFFICE PRO PLUS 2007 PACS CER# 08-0088
13067	PC/LCD/OFFICE PRO PLUS 2007 PACS CER# 08-0088
13068	PC/LED/OFFICE PRO PLUS 2007 PACS CER# 08-0088
13069	PC/LCD/OFFICE PRO PLUS 2007 PACS CER# 08-0088
13070	PC/LED/OFFICE PRO PLUS 2007 PACS CER# 08-0088
13071	PC/LCD/OFFICE PRO PLUS 2007 PACS CER# 08-0088
13087	LCD PLANAR 20" WIDE PACS CER# 08-0088
13084	LCD PLANAR 20" WIDE PACS CER# 08-0088
13085	LCD PLANAR 20" WIDE PACS CER# 08-0088
13086	LCD PLANAR 20" WIDE PACS CER# 08-0088
12759	HARDWARE FOR LAB UPGRADE CER# 07-0022
12812	PC/MONITOR/OFFICE PRO + & PRINTER CER#08-0021 MED DIRECTOR
12627	PRINTER LASER CER#07-0029
13262	PRINTER HP LJ FOR PHARMACY CER# 10-0001
13263	PRINTER HP LJ FOR PHARMACY CER# 10-0001
13232	WYSE DEVICE/LCD & WALL BRACKETS FOR NEW ED CER# 08-0037
13233	WYSE DEVICE/LCD & WALL BRACKETS FOR NEW ED CER# 08-0037
13234	WYSE DEVICE/LCD & WALL BRACKETS FOR NEW ER CER# 08-0037
13235	WYSE DEVICE/LCD & WALL BRACKETS FOR NEW ED CER# 08-0037
13217	WYSE DEVICE/LCD & WALL BRACKETS NEW ED CER# 08-0037
13218	WYSE DEVICE/LCD & WALL BRACKETS FOR NEW ED CER#08-0037
13219	WYSE DEVICE/LCD & WALL BRACKETS FOR NEW ED CER# 08-0037
13220	WYSE DEVICE/LCD & WALL BRACKETS FOR NEW ED CER# 08-0037
13221	WYSE DEVICE/LCD & WALL BRACKETS FOR NEW ED CER# 08-0037
13237	PRINTER LJ FOR NEW ED CER# 08-0037
13222	WYSE DEVICE/LCD & WALL BRACKETS FOR NEW ED CER# 08-0037
13223	WYSE DEVICE/LCD & WALL BRACKETS NEW ED CER# 08-0037
13224	WYSE DEVICE/LCD & WALL BRACKETS NEW ED CER# 08-0037
13225	WYSE DEVICE/LCD & WALL BRACKETS FOR NEW ED CER# 08-0037
13226	WYSE DEVICE/LCD & WALL BRACKETS FOR NEW ED CER# 08-0037
13227	WYSE DEVICE/LCD & WALL BRACKETS SFOR NEW ED CER# 08-0037
13228	WYSE DEVICE/LCD & WALL BRACKETS FOR NEW ED CER# 08-0037
13229	WYSE DEVICE/LCD & WALL BRACKETS FOR NEW ED CER# 08-0037
13230	WYSE DEVICE/LCD & WALL BRACKETS FOR NEW ED CER# 08-0037
13231	WYSE DEVICE/LCD & WALL BRACKETS FOR NEW ED CER# 08-0037
12628	NETWORK CABLING/SWITCHES LAB COMPUTER UPGRADE CER#07-0022
12950	PC/LCD/MICROSOFT OFICE PRO PLUS 07 CER# 08-0098 HIM MGR
13441	MONITORS CER# 10-0040
12968	PC/MONITOR & MICROSOFT PRO PLUS 2007 CER# 08-0101
13427	PC FOR FETAL MONITORING CER# 10-0040
13428	PC FOR FETAL MONITORING CER# 10-0040
13429	PC FOR FETAL MONITORING CER# 10-0040
13430	PC FOR FETAL MONITORING CER# 10-0040
13431	PC FOR FETAL MONITORING CER# 10-0040

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13432	PC FOR FETAL MONITORING CER# 10-0040
13433	PC FOR FETAL MONITORING CER# 10-0040
13434	PC FOR FETAL MONITORING CER# 10-0040
13435	PC FOR FETAL MONITORING CER# 10-0040
13436	PC FOR FETAL MONITORING CER# 10-0040
13437	PC FOR FETAL MONITORING CER# 10-0040
13438	PC FOR FETAL MONITORING CER # 10-0040
13439	PC FOR FETAL MONITORING CER# 10-0040
13440	PC FOR FETAL MONITORING CER # 10-0040
12890	PC/LCD MONITOR & OFFICE PRO PLUS 07 PHY PRAC CER# 08-0067
12891	PC/LCD MONITOR & OFFICE PRO PLUS 07 PHY PRAC CER# 08-0067
12892	PC/LCD MONITOR & OFFICE PRO PLUS 07 PHY PRAC CER# 08-0067
12893	PC/LCD MONITOR & OFFICE PRO PLUS 07 PHY PRAC CER# 08-0067
12894	PC/LCD MONITOR & OFFICE PRO PLUS 07 PHY PRAC CER#08-0067
12844	PC/LCD MONITOR/OFFICE PRO PLUS 2007 CER#08-0089 MED STAFF PR
13205	WYSE DEVICE FOR CART IN NEW ED CER# 08-0037
13206	WYSE DEVICE FOR CART IN NEW ED CER# 08-0037
13207	WYSE DEVICE FOR CART IN NEW ED CER# 08-0037
12926	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER#08-0085
12927	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12928	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12929	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12930	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12931	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12932	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12933	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12934	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12935	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12936	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12937	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12938	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12939	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12940	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12896	PC/LCD MONITOR & OFFICE PRO PLUS 07 CER# 08-0085
12897	PC/LCD MONITOR& OFFICE PRO PLUS 07 CER# 08-0085
12898	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12899	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12900	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12901	PC/LCD MONIOTR/OFFICE PRO PLUS 07 CER# 08-0085
12902	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12903	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12904	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER#08-0085
12905	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12906	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12907	PC/LCD MONITOR,OFFICE PRO PLUS 07 CER# 08-0085
12908	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12909	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085

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12910	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12911	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12912	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12913	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12914	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12915	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12916	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12917	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12918	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12919	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12920	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12921	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12922	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12923	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
12924	PC/LCD MONIOTR/OFFICE PRO PLUS 07 CER# 08-0085
12925	PC/LCD MONITOR/OFFICE PRO PLUS 07 CER# 08-0085
10443	DESK W/LEFT RETURN CER# Z6518
10444	DESK W/LEFT RETURN CER# Z6518
10445	DESK W/LEFT RETURN CER# Z6518
10446	DESK W/RIGHT RETURN CER# Z6518
10447	DESK W/RIGHT RETURN CER# Z6518
10448	DESK W/RIGHT RETURN CER# Z6518
12816	PRINTER LASER JET FOR LAB UPGRADE CER# 07-0022
13396	PC FOR FBC OBIX SYSTEM CER# 10-0040
13394	PC FOR FBC OBIX SYSTEM CER# 10-0040
13395	PC FOR FBC OBIX SYSTEM CER# 10-0040
13318	WYSE DEVICE CER# 10-0019
13319	WYSE DEVICE CER# 10-0019
13320	WYSE DEVICE CER# 10-0019
13321	WYSE DEVICE CER# 10-0019
13322	WYSE DEVICE CER# 10-0019
13323	WYSE DEVICE CER# 10-0019
13324	WYSE DEVICE CER# 10-0019
13325	WYSE DEVICE CER# 10-0019
13326	WYSE DEVICE CER# 10-0019
13327	WYSE DEVICE CER# 10-0019
13328	WYSE DEVICE CER# 10-0019
13329	WYSE DEVICE CER# 10-0019
13330	WYSE DEVICE CER# 10-0019
13331	WYSE DEVICE CER# 10-0019
13332	WYSE DEVICE CER# 10-0019
13333	WYSE DEVICE CER# 10-0019
13334	WYSE DEVICE CER# 10-0019
13335	WYSE DEVICE CER# 10-0019
13336	WYSE DEVICE CER# 10-0019
13337	WYSE DEVICE CER# 10-0019
13338	WYSE DEVICE CER# 10-0019

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13339	WYSE DEVICE CER# 10-0019
13340	WYSE DEVICE CER# 10-0019
13341	WYSE DEVICE CER# 10-0019
13342	WYSE DEVICE CER# 10-0019
13343	WYSE DEVICE CER# 10-0019
13344	WYSE DEVICE CER# 10-0019
13345	WYSE DEVICE CER# 10-0019
13346	WYSE DEVICE CER# 10-0019
13347	WYSE DEVICE CER# 10-0019
13348	WYSE DEVICE CER# 10-0019
13349	WYSE DEVICE CER# 10-0019
13350	WYSE DEVICE CER# 10-0019
13351	WYSE DEVICE CER# 10-0019
13317	WYSE DEVICE CER# 10-0019
12850	PC,MONITOR AND OFFICE PRO PLUS CER# 08-0058 FOR BIOMED
12858	PC, MONITOR & OFFICE PRO PLUS CER#08-0048 DR BEDNARD FRONT
13082	VIEWSONIC LCD/OFFICE PRO PLUS 2007 PACS CER# 08-0088
13083	VIEWSONIC LCD/OFFICE PRO PLUS 2007 PACS CER# 08-0088
12854	PC,MONITOR & OFFICE PRO PLUS CER#08-0047 DR. PRAKASAM OFFICE
12860	PC,MONITOR & OFFICE PRO PLUS CER# 08-0045 2ND FL CLINIC
12853	PC, MONITOR & OFFICE PRO PLUS CER#08-0047 DR PRAKASAM &OFFIC
12861	PC, MONITOR & OFFICE PRO PLUS CER#08-0045 2ND FL CLINIC
12855	PC,MONITOR & OFFICE PRO PLUS CER# 08-0050 FOR LAWN TERRACE
12856	PC, MONITOR & OFFICE PRO PLUS CER#08-0050 LAWN TERRACE
12857	PC,MONITOR & OFFICE PRO PLUS CER# 08-0050 LAWN TERRACE
13202	WYSE DEVICE/MONITOR/WALL BRACKETS CER# 08-0037 NEW ED
13196	WYSE DEVICE/MONITOR/WALL BRACKETS CER# 08-0037 NEW ED
13197	WYSE DEVICE/MONITOR/WALL BRACKETS CER# 08-0037 NEW ED
13198	WYSE DEVICE/MONITOR/WALL BRACKETS CER# 08-0037 NEW ED
13199	WYSE DEVICE/MONITOR/WALL BRACKETS CER# 08-0037 NEW ED
13200	WYSE DEVICE/MONITOR/WALL BRACKETS CER# 08-0037 NEW ED
13201	WYSE DEVICE/MONITOR/WALL BRACKETS CER# 08-0037 NEW ED
12758	PRINTER LASER JET CER# 07-0022
13251	PC W/LCD CER# 09-0052 SWITCHBOARD
13252	PC W/LCD CER# 09-0052 SWITCHBOARD
13253	PC W/LCD CER# 09-0052 SWITCHBOARD
13254	PC W/LCD CER# 08-0052 SWITCHBOARD
12841	PC/MONITOR & MS OFFICE PRO PLUS CER#08-0036 2 SO FRONT DESK
12809	PC/MONITOR & OFFICE PRO PLUS 2007 CER# 08-0008 I.S/CG
12839	PC/MONITOR/MS OFFICE PLUS CER# 08-0035 FOR 3 SO FRONT DESK
12840	PC/MONITOR & MS OFFICE PRO PLUS CER# 08-0035 3 SO SCHEDULING
12837	PC/MONITOR & MS OFFICE PRO PLUS CER# 08-0034 FOR GEN SERV
12838	PC/MONITR & MS OFFICE PRO PLUS CER# 08-0034 FOR GEN SERV
12842	PC/MONITOR & MS OFFICE PRO PLUS CER# 08-0043 FOR EHS
12760	PRINTER LASERJET CER# 07-0022
12761	PRINTER LASERJET CER# 07-0022
12762	PRINTER LASERJET CER# 07-0022

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13265 WYSE DEVICE CER# 08-0037 FOR NEW ED  
12626 PC/MONITOR & OFFICE PRO CER# 08-0031 FOR C. DEMARCO  
12628 PC, MONITOR & OFFICE PRO PLUS CER# 08-0032 FOR ARCHER  
12627 PC, MONITOR & OFFICE PRO PLUS CER# 08-0032 FOR ARCHER  
12723 PRINTER LASERJET CER#07-0022  
13426 PRINTER/LASER JET CER# 10-0040  
12815 PC/MONITOR/OFFICE PRO PLUS CER# 07-0070 FOR FBC  
12775 PC, MONITOR & OFFICE PRO SOFTWARE CER# 08-0014 DR. GREER  
12630 PC/LCD OFFICE PRO+ AND ACCES LAB UPGRADE CER#07-0022  
12631 PC/LCD OFFICE PRO + AND ACCESS LAB UPGRADE CER# 07-0022  
12632 PC/LCD OFFICE PRO + AND ACCESS LAB UPGRADE CER# 07-0022  
12633 PC/LCD OFFICE PRO+ AND ACCESS LAB UPGRADE CER# 07-0022  
10441 DESK DOUBLE PEDASTAL CER# Z6518  
10442 DESK DOUBLE PEDASTAL CER# Z6518  
12629 PRINTER LASER JET AND NETWORKING HARDWARE CER#07-0022  
12781 PC/MONITOR/OFFICE PRO CER# 07-0066 BUS OFC  
12782 PC/MONITOR/OFFICE PRO CER# 07-0066 BUS OFC  
12783 PC/MONITOR/OFFICE PRO CER# 07-0066 BUS OFC  
12784 PC/MONITOR/OFFICE PRO CER# 07-0066 BUS OFC  
12785 PC/MONITR/OFFICE PRO CER# 07-0066 BUS OFC  
12786 PC/MONITOR/OFFICE PRO CER# 07-0066 BUS OFC  
12787 PC/MONITOR/OFFICE PRO CER# 07-0066 BUS OFC  
12788 PC/MONITOR/OFFICE PRO CER# 07-0066 BUS OFC  
12789 PC/MONITOR/OFFICE PRO CER# 07-0066 BUS OFC  
12790 PC/MONITOR/OFFICE PRO CER# 07-0066 BUS OFC  
12791 PC/MONITOR/OFFICE PRO CER# 07-0066 BUS OFC  
12792 PC/MONITR/OFFICE PRO CER# 07-0066 BUS OFC  
12793 PC/MONITR/OFFICE PRO CER# 07-0066 BUS OFC  
12794 PC/MONITOR/OFFICE PRO CER# 07-0066 BUS OFC  
12795 PC/MONITOR/OFFICE PRO CER# 07-0066 BUS OFC  
12796 PC/MONITOR/OFFICE PRO CER# 07-0066 BUS OFC  
12797 PC/MONITOR/OFFICE PRO CER# 07-0066 HR  
12798 PC/MONITOR/OFFICE PRO CER# 07-0066 HR  
12799 PC/MONITR/OFFICE PRO CER# 07-0066 HR  
12800 PC/MONITOR/OFFICE PRO CER# 07-0066 HR  
12801 PC/MONITR/OFFICE PRO CER# 07-0066 HR  
12802 PC/MONITOR/OFFICE PRO CER# 07-0066 HR  
12803 PC/MONITOR/OFFICE PRO CER# 07-0066 HR  
10501 DESK - LEFT RETURN CER# Z6518  
12770 PC KEYBOARD & MONITOR CER# 07-0070 FOR FBC  
12610 PC/OFFICE PRO PLUS CER# 08-0008 I.S/MN  
12686 PC W/LCD AND OFFICE PRO PLUS CER# 07-0022  
12687 PC W/LCD & OFFICE PRO PLUS CER# 07-0022  
12688 PC W/LCD & OFFICE PRO PLUS CER# 07-0022  
12689 PC W/LCD & OFFICE PRO PLUS CER# 07-0022  
12690 PC W/LCD & OFFICE PRO PLUS CER# 07-0022  
12691 PC W/LCD & OFFICE PRO PLUS CER# 07-0022

Schedule 2.01(c)  
Owned Personal Property

12634	SWITCHES HP PROCURVE LAB UPGRADE CER# 07-0022
15059	SCANNER-CANNON DR2050C FOR PACS CER# 08-0088
15060	SCANNER -CANNON DR2050C FOR PACS CER# 08-0088
13081	MOD JACK FOR PACS CER# 08-0088
12680	COMPUTER HARDWARE LATRONIX ETS8P 8PT SER CER# 07-0022
12693	PC W/MONITOR & KEYBOARD CER# 07-0022
12694	PC W/MONITOR & KEYBOARD CER# 07-0022
12695	PC W/MONITOR & KEYBOARD CER# 07-0022
12696	PC W/MONITOR & KEYBOARD CER# 07-0022
12697	PC W/MONITOR & KEYBOARD CER# 07-0022
12698	PC W/MONITOR & KEYBOARD CER# 07-0022
12699	PC W/MONITOR & KEYBOARD CER# 07-0022
12700	PC W/MONITOR & KEYBOARD CER# 07-0022
12701	PC W/MONITOR & KEYBOARD CER# 07-0022
12702	PC W/MONITOR & KEYBOARD CER# 07-0022
12703	PC W/MONITOR & KEYBOARD CER# 07-0022
12704	PC W/MONITOR & KEYBOARD CER 07-0022
12705	PC W/MONITOR & KEYBOARD CER# 07-0022
12706	PC W/MONITOR & KEYBOARD CER# 07-0022
12707	PC W/MONITOR & KEYBOARD CER# 07-0022
12708	PC W/MONITOR & KEYBOARD CER# 07-0022
12709	PC W/MONITOR & KEYBOARD CER# 07-0022
12710	PC W/MONITOR & KEYBOARD CER# 07-0022
12711	PC W/MONITOR & KEYBOARD CER# 07-0022
12712	PC W/MONITOR & KEYBOARD CER# 07-0022
12713	PC W/MONITOR & KEYBOARD CER# 07-0022
12714	PC W/MONITOR & KEYBOARD CER# 07-0022
12715	PC W/MONITOR & KEYBOARD CER# 07-0022
12716	PC W/MONITOR & KEYBOARD CER# 07-0022
12717	PC W/MONITOR & KEYBOARD CER# 07-0022
12718	PC W/MONITOR & KEYBOARD CER# 07-0022
12719	PC W/MONITOR & KEYBOARD CER# 07-0022
12720	PC W/MONITR & KEYBOARD CER# 07-0022
12721	PC W/MONITOR & KEYBOARD CER# 07-0022
12722	PC W/MONITOR & KEYBOARD CER# 07-0022
10439	DESK--DOUBLE PEDASTAL CER# Z6518
10440	DESK--DOUBLE PEDASTAL CER# Z6518
12889	LAPTOP PC FOR DR. KARPINSKI CER# 08-0067
13120	PRINTER HP LASER JET CER# 09-0040
12776	PRINTER-ZEBRA CER# 07-0022 LAB UPGRADE
12777	PRINTER-ZEBRA CER# 07-0022 LAB UPGRADE
12778	PRINTER-ZEBRA CER# 07-0022 LAB UPGRADE
12779	PRINTER - ZEBRA CER# 07-0022 LAB UPGRADE
12780	PRINTER-ZEBRA CER# 07-0022 LAB UPGRADE
12763	ZEBRA SER USB PSII & BELKIN/CDW USB CER# 07-0022
12458	NETWORK EQUIPMENT FOR TRANSCRIPTION CER# 06-0020
11947	MERIDIAN PHONE SYSTEM LEASE BUYOUT CER# 0095

Schedule 2.01(c)  
Owned Personal Property

8213	COMPUTER ELECTRICAL INSTALL NEW EQUIP CER 5498 - CER# 5506
12456	PRINTER & SCANNER LASER FOR TRANSCRIPTION CER# 06-0020
12448	PC/LCD/SOFTWARE FOR TRANSCRIPTION CER# 06-0020
12449	PC/LCD/SOFTWARE FOR TRANSCRIPTION CER# 06-0020
12450	PC/LCD/SOFTWARE FOR TRANSCRIPTION CER# 06-0020
12451	PC/LCD/SOFTWARE FOR TRANSCRIPTION CER# 06-0020
12452	PC/LCD/SOFTWARE FOR TRANSCRIPTION CER# 06-0020
12453	PC/LCD/SOFTWARE FOR TRANSCRIPTION CER# 06-0020
12454	PC/LCD/SOFTWARE FOR TRANSCRIPTION CER# 06-0020
12457	PRINTER/W PEEL OFF FOR TRANSCRIPTION CER# 06-0020
12460	PC & PRINTER FOR MARKETING CER# 06-0030
11627	MINI-BLINDS CP6
12441	PC AND LCD CER# 06-0019 FOR ACCOUNTING
12443	PC AND LCD CER# 06-0019 FOR ACCOUNTING
12446	PC AND LCD CER# 06-0019 FOR ACCOUNTING
12475	P/C FOR MEDICAL CALL CENTER CER# 06-0032
12442	PC AND LCD CER# 06-0019 FOR ACCOUNTING
12444	PC AND LCD CER# 06-0019 FOR ACCOUNTING
12445	PC AND LCD CER# 06-0019 FOR ACCOUNTING
12455	LCD (2) FOR TRANSCRIPTION CER# 06-0020
12411	INT TAPE DRIVE AND CLEANING CARTRIDGE CER# 06-0001
12428	P/C FOR WINSTRAT
12429	P/C FOR WINSTRAT
12430	P/C FOR WINSTRAT
12431	P/C FOR WINSTRAT
12432	P/C FOR WINSTRAT
12433	P/C FOR WINSTRAT
12434	P/C FOR WINSTRAT
12435	P/C FOR WINSTRAT
12436	P/C FOR WINSTRAT
12437	P/C FOR WINSTRAT
5244	TYPEWRITER CER #4332
6330	ADT/OUTPATIENT REGISTRATION SOFTWARE CER# 4668
6331	CENTRAL FACILITY PROGRAM SOFTWARE CER# 4668
6332	RPG III COMPILER SOFTWARE CER# 4668
6333	INTERACTIVE DATA BASE UTILITY SOFTWARE CER# 4668
6357	INSTALLATION/FREIGHT H.I.S SYSTEM CER# 4668
6364	PRINTER 4214 50-200 CPS CER# 4668
6365	PRINTER 4214 50-200 CPS CER# 4668
6369	PRINTER 4214 50-200 CPS CER# 4668
6371	PRINTER 4214 50-200 CPS CER# 4668
6400	ORDER ENTRY/RESULTS REPORT SOFTWARE PRELIM ACCEPT CER#4680
6445	MODEM #3864 CER#4689
6446	START UP/FIELD SERVICE FOR UNINTERRUPTIBLE POWER CER #4704
6520	DISPLAY STATION 5291 MODEL 200 CER# 4774
6521	DISPLAY STATION 5291 MODEL 200 CER#4774
6522	DISPLAY STATION 5291 MODEL 200 CER# 4774

Schedule 2.01(c)  
Owned Personal Property

6523	DISPLAY STATION 5291 MODEL 200 CER# 4774
6524	DISPLAY STATION 5291 MODEL 200 CER# 4774
6525	DISPLAY STATION 5291 MODEL 200 CER# 4774
6526	DISPLAY STATION 5291 MODEL 200 CER# 4774
6527	DISPLAY STATION 5291 MODEL 200 CER# 4774
6528	DISPLAY STATION 5291 MODEL 200 CER# 4774
6529	DISPLAY STATION 5291 MODEL 200 CER# 4774
6530	DISPLAY STATION 5291 MODEL 200 CER# 4774
6531	DISPLAY STATION 5291 MODEL 200 CER# 4774
6532	DISPLAY STATION 5291 MODEL 200 CER# 4774
6533	DISPLAY STATION 5291 MODEL 200 CER# 4774
6534	DISPLAY STATION 5291 MODEL 200 CER# 4774
6535	DISPLAY STATION 5291 MODEL 200 CER# 4774
6536	DISPLAY STATION 5291 MODEL 200 CER# 4774
6537	DISPLAY STATION 5291 MODEL 200 CER# 4774
6538	DISPLAY STATION 5291 MODEL 200 CER# 4774
6539	DISPLAY STATION 5291 MODEL 200 CER# 4774
6540	DISPLAY STATION 5291 MODEL 200 CER# 4774
6541	DISPLAY STATION 5291 MODEL 200 CER# 4774
6542	DISPLAY STATION 5291 MODEL 200 CER# 4774
6543	DISPLAY STATION 5291 MODEL 200 CER# 4774
6544	DISPLAY STATION 5291 MODEL 200 CER# 4774
6545	DISPLAY STATION 5291 MODEL 200 CER# 4774
6546	DISPLAY STATION 5291 MODEL 200 CER# 4774
6547	DISPLAY STATION 5291 MODEL 200 CER# 4774
6548	DISPLAY STATION 5291 MODEL 200 CER# 4774
6549	DISPLAY STATION 5291 MODEL 200 CER# 4774
6550	DISPLAY STATION 5291 MODEL 200 CER# 4774
6551	DISPLAY STATION 5291 MODEL 200 CER# 4774
6552	PRINTER 4214 MODEL 02 CER# 4773
6554	PRINTER 4214 MODEL 02 CER# 4773
6555	PRINTER 4214 MODEL 02 CER# 4773
6556	PRINTER 4214 MODEL 02 CER# 4773
6557	PRINTER 4214 MODEL 02 CER# 4773
6559	PRINTER 4214 MODEL 02 CER# 4773
6561	PRINTER 4214 MODEL 02 CER# 4773
6563	PRINTER 4214 MODEL 02 CER# 4773
6565	PRINTER 4214 MODEL 02 CER# 4773
6566	PRINTER 4214 MODEL 02 CER# 4773
6567	PRINTER 4214 MODEL 02 CER# 4773
6574	DISPLAY STATION 5291 MODEL 200 CER# 4774
6575	DISPLAY STATION 5291 MODEL 200 CER# 4774
6576	DISPLAY STATION 5291 MODEL 200 CER# 4774
6577	DISPLAY STATION 5291 MODEL 200 CER# 4774
6578	DISPLAY STATION 5291 MODEL 200 CER# 4774
6579	DISPLAY STATION 5291 MODEL 200 CER# 4774
6580	DISPLAY STATION 5291 MODEL 200 CER# 4774

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Owned Personal Property

6581	DISPLAY STATION 5291 MODEL 200 CER# 4774
6582	DISPLAY STATION 5291 MODEL 200 CER# 4774
6583	DISPLAY STATION 5291 MODEL 200 CER# 4774
6584	DISPLAY STATION 5291 MODEL 200 CER# 4774
6585	DISPLAY STATION 5291 MODEL 200 CER# 4774
6586	DISPLAY STATION 5291 MODEL 200 CER# 4774
6587	DISPLAY STATION 5291 MODEL 200 CER# 4774
6589	LAB INTERFACE GE FOUR DATA SETS CER# 4668
6590	MODEM BSC/ASYNC ASCII 1ASYNC PORT CER# 4668
6591	MODEM BSC/ASNC ASCII 1 ASYNC PORT CER# 4668
6592	MEDICAL RECORDS SOFTEARE PACKAGE CER# 4668
7039	PHARMACY SOFTWARE STAGE 1- 4 W/CREDIT DUE
7040	LAB SYSTEM/38 INTERFACE STAGES 2-4 CER# 4668
7041	ADT/OP SOFTWARE ORDER COMMUNICATION SOFTWARE STAGE4 CER#4668
7042	MEDICAL RECORDS STAGE 4 PAYMENT CER# 4726
7055	COLOR MONITOR TERMINAL #5197 CER# 5035
7056	COLOR MONITOR TERMINAL 5197 CER# 5035
7057	COLOR MONITOR TERNINAL #5197 CER# 5035
7060	PRINTER FX-286 EPSON W/8K BUFFER CER# 4986
7064	DISPLAY STATION #3196 CER# 5036
7065	DISPLAY STATION #3196 CER# 5036
7066	DISPLAY STATION #3196 CER# 5036
7067	DISPLAY STATION #3196 CER# 5036
7068	DISPLAY STATION #3196 CER# 5036
7069	DISPLAY STATION #3196 CER# 5036
7070	DISPLAY STATION #3196 CER# 5036
7071	DISPLAY STATION #3196 CER# 5036
7072	DISPLAY STATION #3196 CER# 5036
7073	DISPLAY STATION #3196 CER# 5036
7074	DISPLAY STATION #3196 CER# 5036
7075	DISPLAY STATION #3196 CER# 5036
7076	DISPLAY STATION #3196 CER# 5036
7077	DISPLAY STATION #3196 CER# 5036
7078	DISPLAY STATION #3196 CER# 5036
7079	DISPLAY STATION #3196 CER# 5036
7080	DISPLAY STATION #3196 CER# 5036
7081	DISPLAY STATION #3196 CER# 5036
7082	DISPLAY STATION #3196 CER# 5036
7083	DISPLAY STATION #3196 CER# 5036
7084	DISPLAY STATION #3196 CER# 5036
7087	FINAL PAYMENT KEANE SOFEWARE CER# 4668 PH/MR/ADT-OP/OC/LI
7096	WORK STATION PRINTER #4210 CER#5090
7097	WORK STATION PRINTER #4210 CER# 5090
7098	WORK STATION PRINTER #4210 CER# 5090
7099	WORK STATION PRINTER #4210 CER# 5090
7100	WORK STATION PRINTER #4210 CER# 5090

Schedule 2.01(c)  
Owned Personal Property

7104	BURSTER #2060 CER# 5091
7106	IMPRINTER W/RUBBER INSERTS #2300-1 CER# 5091
7107	DELEAVER W/CARBONLESS ACCESSORY # 2210-2 CER# 5091
7110	WORK STATION PRINTER #4210 CER# 5090
7111	WORK STATION PRINTER #4210 CER# 5090
7112	WORK STATION PRINTER #4210 CER# 5090
7113	WORK STATION PRINTER #4210 CER# 5090
7114	WORK STATION PRINTER #4210 CER# 5090
7115	WORK STATION PRINTER #4210 CER# 5090
7116	WORK STATION PRINTER #4210 CER# 5090
7117	WORK STATION PRINTER #4210 CER# 5090
7118	WORK STATION PRINTER #4210 CER# 5090
7119	WORK STATION PRINTER #4210 CER# 5090
7120	WORK STATION PRINTER #4210 CER# 5090
7121	WORK STATION PRINTER #4210 CER#5090
7122	WORK STATION PRINTER #4210 CER# 5090
7123	WORK STATION PRINTER #4210 CER# 5090
7124	WORK STATION PRINTER #4210 CER# 5090
7125	WORK STATION PRINTER #4210 CER# 5090
7126	WORK STATION PRINTER #4210 CER# 5090
7127	WORK STATION PRINTER #4210 CER# 5090
7128	WORK STATION PRINTER #4210 CER# 5090
7129	WORK STATION PRINTER #4210 CER# 5090
7138	STORAGE MEMORY MODEL CHANGE FR EPA 16 TO ERA 32 CER# 5087
7139	WORK STATION CONTROLLER EXT 4TH FEATURE 5404 CER# 5088
7140	WORK STATION CONTROLLER EXT FEATURE 5412 CER# 5088
7174	UDS 9600 BPS FAST POLL MODEM W/8MS TURNAROUND CER# 5133
7175	UDS 9600 BPS FAST POLL MODEM W/8MS TURNAROUND CER#5133
7183	IBM PS/2 MODEL 30 W/20MB HARD DRIVE-DISPLAY-KEYBRD CER#5144
7184	IBM PS/2 MODEL 30 W/20MB HARD DRIVE/DISPLAY/KEYBRD CER# 5144
7203	IBM TERMINAL CER# 5160
7236	IBM CLUSTER CONTROLLER CER# 5089
7241	IBM TERMINAL CER#5160
7242	IBM TERMINAL CER#5160
7243	IBM TERMINAL CER#5160
7244	IBM TERMINAL CER# 5160
7245	IBM TERMINAL CER#5160
7246	IBM TERMINAL CER# 5160
7247	IBM TERMINAL CER# 5160
7248	IBM TERMINAL CER# 5160
7249	IBM TERMINAL CER#5160
7250	IBM TERMINAL CER#5160
7251	IBM TERMINAL CER# 5160
7252	IBM TERMINAL CER#5160
7253	IBM TERMINAL CER# 5160
7254	IBM TERMINAL CER#5160
7255	IBM TERMINAL CER# 5160

Schedule 2.01(c)  
Owned Personal Property

7256	IBM TERMINAL CER# 5160
7257	IBM TERMINAL CER# 5160
7258	IBM TERMINAL CER#5160
7259	IBM TERMINAL CER# 5160
7260	IBM TERMINAL CER# 5160
7261	IBM TERMINAL CER# 5160
7262	IBM TERMINAL CER# 5160
7263	IBM TERMINAL CER# 5160
7264	IBM TERMINAL CER# 5160
7265	IBM TERMINAL CER#5160
7266	IBM TERMINAL CER# 5160
7267	IBM TERMINAL CER# 5160
7268	IBM TERMINAL CER# 5160
7269	IBM TERMINAL CER# 5160
7270	REMOTE CONTROL UNIT CER#5089
7271	REMOTE CONTROL UNIT CER#5089
7272	REMOTE CONTROL UNIT CER#5089
7273	COMMUNICATION 2ND ATTACHMENT CER#5089
7274	COMMUNICATION/CONTROL SDLC/BSC/2ND CER#5089
7275	PROCESS UNIT EXP7 CER#5089
7276	DIAL UP MODEM CER#5089
7277	IBM P/C3 SYSTEM W/20MB HARDDISK CER# 5089
7278	MALE & FEMALE LD MODEM CER# 5089
7279	UDS 9600CPS MODEM CER#5089
7280	UDS 9600BPS MODEM CER#5089
7281	UDS 9600BPS MODEM CER#5089
7484	A/S 400 COMPUTER CER# 5261
7504	SOFTWARE - ACCOUNTS PAYABLE CER#5024
7505	SOFTWARE - MATERIALS MANAGEMENT CER# 5024
7506	SOFTWARE -- PAYROLL/PERSONNEL CER# 5024
7507	SOFTWARE - UB82 CLAIM CER# 5024
7508	SOFTWARE - ADT/PATIENT ACCOUNTS CER# 5024
7509	SOFTWARE - FIXED ASSET CER# 5024
7510	ELECTRICAL WORK COMBINING AS/400 & SYSTEM 38 CER# 5261
7556	INSTALLATION PAYROLL SOFTWARE GTE CER# 5024
7557	INSTALLATION ADT/PATIENT AR SOFTWARE GTE CER# 5024
7558	INSTALLATION ACCOUNTS PAYABLE SOFTWARE GTE CER# 5024
7559	INSTALLATION MATERIALS MANAGEMENT SOFTWARE GTE CER# 5024
7560	INSTALLATION OF GTE SOFTWARE CER# 5024
7561	INSTALLATION OF FIXED ASSET SOFTWARE GTE CER# 5024
7582	TERMINAL IBM CER# 5308
7583	TERMINAL IBM CER# 5308
7584	PRINTER IBM CER# 5308
7585	DISK 730 MB A12/DISK 730 MB B12/DISK STORAGE ATTACH CER#5308
7586	DISTRIBUTED DATA MANAGEMENT DDI CER# 5282
7620	SOFTWARE - EDUCATION SOFTWARE GTE CER# 5024
7621	SOFTWARE - FLEXIBLE BILLING GTE CER# 5024

Schedule 2.01(c)  
Owned Personal Property

7622 SOFTWARE -- POSITION CONTROL GTE CER# 5024  
7623 SOFTWARE -- GENERAL LEDGER/EFI CER# 5024  
7624 INSTALLATION -- G/L & EFI SOFTWARE CER# 5024  
7914 MODEM UDS2860 CER#5454  
7963 MIRA SOFTWARE  
8142 LASER PRINTER W/TERMINAL CER#5474  
8143 ORDER/COMMUNICATIONS SOFTWARE  
8162 P/C 386 SYSTEM PACKAGE CER# 5506  
8214 SOFTWARE--GTE UB82 EDITOR-PHNX CER# 5598  
8237 INSTALLATION OF GTE SOFTWARE  
8238 POWER BATTERIES (10) CER# 5619  
8242 IBM 'LIC' SYSTEM UNIT CER# 5499 - 5501 & CER# 5503  
8247 UPGRADE OF AS/400 SYSTEM CER# 5498 & CER# 5500  
8251 CRT DISPLAY CER#  
8254 PRINTER (COLOR)  
8258 INSTALLATION OF ADT SOFTWARE  
8341 HAND HELD COMPUTER TERMINALS (2) W/BASE STATION CER# 5609  
8355 OVERHEAD PROJECTOR W/ACCESSORIES CER# 5668  
8390 PREVENTIVE MAINTENANCE SOFTWARE CER #  
8395 DISK STORAGE (2) CER# 5624  
8407 LASER PRINTER CER# 5633  
8454 AS400 BARCODE LABELING SOFTWARE PACKAGE CER# 5732  
8487 ZEBRA THERMAL TRANSFER PRINTER CER# 5732  
8510 DATA BASE (DBU) UTILITY SOFTWARE AS/400 CER# 5761  
8515 TERMINALS (23) CER# 5763  
8516 AS 400 TO REPLACE SYSTEM 38 CER# 5781  
8526 NOTEBOOK PC 1800 TOSHIBA (2) CER# 5798  
8534 SPFTWARE MULTINET/400 CER# 5805  
8559 INSTALL UB82 ED SOFTWARE CER# 5805  
8560 PRINTER - COLOR TEKTRONIX 4681 CER# 5759  
8561 INTERFACE AND PORT REMOTE CONTROLLER CER# 5761  
8576 LIC DISK ARRAY SUBSYSTEM CER# 5805  
8577 LIC DISK ARRAY SUBSYSTEM CER #5805  
8595 MAIN STORAGE/(2) CONTROLLERS/TOKEN RING CER# 5805  
8661 TERMINAL CER# 5842  
8662 TERMINAL CER #5842  
8663 TERMINAL CER# 5842  
8664 TERMINAL CER# 5842  
8665 TERMINAL CER# 5842  
8666 TERMINAL CER# 5842  
8667 DIGITAL SERVICE UNIT CER# 5872  
8668 DIGITAL SERVICE UNIT CER# 5872  
8669 LAP TOP P/C W/MODEM & CASE CER#5916  
8670 LAP TOP P/C W/CASE CER# 5916  
8728 STARTEK ACTIVE HUB PANELS CER# 5926  
8770 GALAXY SYSTEM CER#  
8771 CARTRIGE TAPE SUB SYSTEM UPGRADE CER# 5993

Schedule 2.01(c)  
Owned Personal Property

8772 COLOR MONITORS (33) CER#5991  
8847 COMPLETE D50 TO D70 PROCESSOR UPGRADE CER#  
8934 P/C TOSHIBA NOTEBOOK CER# 6037  
8935 G/L UPDATE LICENSE FEE CER# 6092  
8936 A/S 400 FEATURE #5042 BUS SYSTEM EXPANSION CER# 6092  
8937 WORDPERFECT SOFTWARE  
8938 NETWORK HARDWARE FOR MANAGED CARE CER# 6018  
8999 G/L OSHPD CONVERSION & INSTALL CER# 6106  
9000 EXCEL P/C TRAINING PACKAGE CER# 6052  
9001 SOFTWARE-MICROSOFT/HARDWARE P/C TRAINING PROJECT CER#  
9002 P/C TOSHIBA NOTEBOOK CER# 6037  
9056 SOFTWARE AND MODEMS/CONNECT SWITHBOARD TO MGD CARE CER#  
6109  
9122 PRINTER CER# 6138  
9125 PRINTER CER# 6138  
9127 MICROSOFT OFFICE SOFTWARE (13) CER#  
9150 LASERJET PRINTER CER# 6138  
9151 PERSONAL COMPUTER CER# 6151  
9152 PERSONAL COMPUTER CER# 6151  
9153 PERSONAL COMPUTER CER# 6151  
9154 PERSONAL COMPUTER CER# 6151  
9155 PERSONAL COMPUTER CER# 6151  
9156 PERSONAL COMPUTER CER# 6151  
9157 PERSONAL COMPUTER CER# 6151  
9158 PERSONAL COMPUTER CER# 6151  
9159 PERSONAL COMPUTER CER# 6151  
9160 PERSONAL COMPUTER CER# 6151  
9161 PERSONAL COMPUTER CER# 6151  
9162 PERSONAL COMPUTER CER# 6151  
9163 COLOR MONITOR CER# 6151  
9164 COLOR MONITOR CER# 6151  
9165 COLOR MONITOR CER# 6151  
9166 COLOR MONITOR CER# 6151  
9167 COLOR MONITOR CER# 6151  
9168 COLOR MONITOR CER# 6151  
9169 COLOR MONITOR CER# 6151  
9170 COLOR MONITOR CER# 6151  
9171 COLOR MONITOR CER# 6151  
9172 COLOR MONITOR CER# 6151  
9173 COLOR MONITOR CER# 6151  
9174 COLOR MONITOR CER# 6151  
9175 COLOR MONITOR CER# 6151  
9176 PERSONAL COMPUTER CER# 6151  
9205 A/S 400 INFO/CURE NUCLEUS CER# 6136  
9255 EMULATION CARD IPDS CER# 6173  
9256 FIXED BID INSTALLATION G/L 4 CER# 6106  
9282 PRINTER CER# 6196

Schedule 2.01(c)  
Owned Personal Property

9283	PRINTER CER# 6196
9284	PRINTER CER# 6196
9285	PRINTER CER# 6196
9288	MODEM CABLES (2) CER# 6196
9289	MULTIRATE STAND ALONE MODEM CER# 6196
9290	MULTIRATE STAND ALONE MODEM CER# 6196
9291	MULTIRATE STAND ALONE MODEM CER# 6196
9292	MULTIRATE STAND ALONE MODEM CER# 6196
9293	TERMINAL W/KEYBOARD CER# 6196
9294	TERMINAL W/KEYBOARD CER# 6196
9295	TERMINAL W/KEYBOARD CER# 6196
9299	TERMINAL W/KEYBOARD CER# 6196
9300	TERMINAL W/KEYBOARD CER# 6196
9303	PRINTER CER# 6196
9312	PRINTER CER# 6196
9313	PRINTER CER# 6196
9315	PRINTER CER# 6196
9316	PRINTER CER# 6196
9327	TERMINAL AND KEYBOARD CER# 6196
9328	TERMINAL AND KEYBOARD CER# 6196
9332	TERMINAL AND KEYBOARD CER# 6196
9333	50' CABLE CER# 6196
9339	MULTIRATE DSU/CSU CER# 6196
9340	MULTIRATE DSU/CSU CER# 6196
9341	MULTIRATE DSU/CSU CER# 6196
9342	MULTIRATE DSU/CSU CER# 6196
9343	MULTIRATE DSU/CSU CER# 6196
9345	PLUS ENHANCER EMULATOR CER# 6171
9373	MULTIRATE STAND ALONE MODEM CER# 6196
9374	MULTIRATE STAND ALONE MODEM CER# 6196
9375	MULTIRATE STAND ALONE MODEM CER# 6196
9376	MULTIRATE STAND ALONE MODEM CER# 6196
9377	MULTIRATE STAND ALONE MODEM CER# 6196
9378	MULTIRATE STAND ALONE MODEM CER# 6196
9380	PRINTER CER# 6196
9381	PRINTER CER# 6196
9383	TERMINAL W/KEYBOARD CER# 6196
9392	D70 & E35 DASD UPGRADE CER# 6200
9394	TERMINAL W/KEYBOARD CER# 6212
9402	PRINTER CER# 6196
9403	PRINTER CER# 6196
9427	LASER PRINTER W/SECOND FEED BIN CER# 6213
9430	LASER PRINTER W/SECOND FEED BIN CER# 6213
9431	LASER PRINTER W/SECOND FEED BIN CER# 6213
9433	LASER PRINTER W/SECOND FEED BIN CER# 6213
9434	LASER PRINTER W/SECOND FEED BIN CER# 6213
9435	LASER PRINTER W/SECOND FEED BIN CER# 6213

Schedule 2.01(c)  
Owned Personal Property

9437	LASER PRINTER W/SECOND FEED BIN CER# 6213
9459	ADVSTACK ENET 12 PORT CER# 6213
9460	ADVSTACK ENET 12 PORT CER# 6213
9461	ADVSTACK ENET 12 PORT CER# 6213
9493	SOFTWARE LICENSE FEES PHYSICIAN ACCESS CER# 6226
9494	LAB DATA MANAGER SOFTWARE CER# 6214
9495	ETHER EXPRESS (3) ETHELINK (1) CER# 6213
9496	ZEBRA LABEL PRINTER CER# 6213
9497	ZEBRA LABEL PRINTER CER# 6213
9498	ZEBRA LABEL PRINTER CER# 6213
9499	ZEBRALABEL PRINTER CER# 6213
9511	PRINTER SERVICE CONTRACT PART OF CER #6196
9528	LABORATORY SYSTEM SOFTWARE CER# 6214
9529	ILS-5 LABORATORY SYSTEM - CER# 6214
9530	ACTIVE HUB
9531	ACTIVE HUB
9532	ACTIVE HUB
9533	TRANSCRIPTION SYSTEM CER# 6213
9547	LASER PRINTER CER# 6212
9548	WORK STATIONS (5) & C-PHONE W/ OPTIC MIKES (2)
9549	SET UP COSTS FOR LAB COMPUTER CER# 6214
9550	DIGITAL CONTROL SWITCH LAB COMPUTER CER# 6214
9551	P/C W/COLOR MONITOR & COLORWORKS LCD PROJECT CER# 6214
9552	PERSONAL COMPUTER CER# 6226
9553	SOFTWARE EMULATION 10 PK CER# 6226
9563	PQ6 PROTOCOL CONVERTER FOR MESA CER# 6214
9564	MODEM CAGE CER# 6226
9565	MODEM CAGE CER# 6226
9566	MODEM CAGE CER# 6226
9567	MODEM CAGE CER# 6226
9568	MODEM CAGE CER# 6226
9569	MODEM CAGE CER# 6226
9570	HUB -6/SLOT AND CABLING CER# 6226
9571	P/C W/LASER PRINTER CER#
9602	TERMINAL (COLOR) CER# 6226
9606	TERMINAL (COLOR) CER# 6226
9607	TERMINAL (COLOR) CER# 6226
9609	TERMINAL (COLOR) CER # 6226
9611	TERMINAL (COLOR) CER# 6226
9613	TERMINAL (COLOR) CER# 6226
9615	TERMINAL (COLOR) CER# 6226
9617	TERMINAL (COLOR) CER# 6226
9619	TERMINAL (COLOR) CER# 6226
9620	TERMINAL (COLOR) CER# 6226
9621	TERMINAL (COLOR) CER# 6226
9623	TERMINAL (COLOR) CER# 6226
9624	TERMINAL (COLOR) CER# 6226

Schedule 2.01(c)  
Owned Personal Property

9625	TERMINAL (COLOR) CER# 6226
9628	LASER PRINTER CER# 6214
9629	IMB 4039 CER# 6214
9633	OPTICAL DRIVE CER# 6281
9657	UPGRADE AVS 400 CER# 6211
9674	LASER PRINTER CER# 6213
9675	LASER PRINTER CER# 6213
9694	P/C W/CD DRIVE & CABLES CER# 6211
9695	V3R1 SOFTWARE UPGRADE CER# 6211
9696	IBA SYSTEM IBM LAN SERVER 400 CER# 6211
9727	MIGRATION SERVICES 9337 DISK UPGRADE CER# 6200
9728	FLEXIBLE RS 232 LINK CER# 6213
9732	PRINTER - CER# 6214
9733	PRINTER - CER# 6214
9734	PQ6 PLUS TWINAX TO ASCII CER# 6214
9735	PQ6 PLUS TWINAX TO ASCII CER# 6214
9736	DISK UNIT 1714MB CER# 6211
9737	DISK UNIT 1714MB CER# 6211
9834	DUAL INTERFACE CARD CER# 6214
9904	BRIDGEPORT 7806 LOCAL BRIDGE CER# 16403
9905	BRIDGEPORT 7806 LOCAL BRIDGE CER# 16403
9906	BRIDGEPORT 7806 LOCAL BRIDGE CER# 16403
9907	STACKLYNX W/SWMP MODULE CER# 16403
9908	STACKLYNX W/SWMP MODULE CER# 16403
9909	STACKLYNX W/SWMP MODULE CER# 16403
9946	EKECIS SOFTWARE CER# 16402
9951	PC/W ACCESSORIES CER# 16403
9969	SOFTWARE DBASE III CER# 16402
9988	SOFTWARE-COLLECTION MANAGEMENT CER#16397
10016	PRINTER CER# 6286
10019	LASER PRINTER CER# 6286
10020	LASER PRINTER CER# 6286
10021	LASER PRINTER CER# 6286
10022	LASER PRINTER CER# 6286
10026	LASER PRINTER CER# 6286
10027	LASER PRINTER CER# 6286
10028	LASER PRINTER CER# 6286
10029	LASER PRINTER CER# 6286
10030	PHONE SYSTEM FOR CLINICAL UPGRADE CER# 6313
10031	NET LYNX GATEWAY CARD & 7FT OUTLET CORD CER# 6286
10032	CBLING INSTALL FOR CLINICAL UPGRADE CER# 6286
10033	P/C W/ACCESSORIES & PRINTER CER# 6286
10034	TERMINAL CER#6287
10035	TERMINAL CER# 6287
10036	TERMINAL CER# 6287
10037	TERMINAL CER# 6287
10038	TERMINAL CER# 6287

Schedule 2.01(c)  
Owned Personal Property

10039	TERMINAL CER# 6287
10040	TERMINAL CER# 6287
10041	TERMINAL CER# 6287
10042	TERMINAL CER# 6287
10043	TERMINAL CER# 6287
10044	TERMINAL CER# 6287
10045	TERMINAL CER# 6287
10046	TERMINAL CER# 6287
10047	TERMINAL CER# 6287
10048	TERMINAL CER# 6287
10049	POWER MAU 16 PORT CER# 6287
10050	POWER MAU 16 PORT CER# 6287
10051	POWER MAU 16 PORT CER# 6287
10052	P/C W/MONITOR & SOFTWARE CER# 6287
10053	P/C W/MONITOR & SOFTWARE CER# 6287
10054	P/C W/MONITOR & SOFTWARE CER# 6287
10055	P/C W/MONITOR & SOFTWARE CER# 6287
10056	P/C W/MONITOR & SOFTWARE CER# 6287
10057	P/C W/MONITOR & SOFTWARE CER# 6287
10058	P/C W/MONITOR & SOFTWARE CER# 6287
10059	P/C W/MONITOR & SOFTWARE CER# 6287
10060	P/C W/MONITOR & SOFTWARE CER# 6287
10061	P/C W/MONITOR & SOFTWARE CER# 6287
10062	SERVER SYSTEM CER# 6287
10063	POWER MAU 16 PORT CER# 6287
10064	NETWARE FOR SAA VXL0 CER# 6287
10065	P/C W/ACCESSORIES CER# 6287
10066	P/C W/ACCESSORIES CER# 6287
10067	P/C W/ACCESSORIES CER# 6287
10068	P/C W/PRINTER & ACCESSORIES CER# 6287
10069	P/C W/PRINTER & ACCESSORIES CER# 6287
10070	P/C W/ACCESSORIES CER# 6287
10071	P/C W/PRINTER & ACCESSORIES CER# 6287
10072	P/C W/PRINTER & ACCESSORIES CER# 6287
10073	ANDREW REPEATER CER# 6287
10074	ANDREW REPEATER CER# 6287
10075	BRIDGEPORT LOCAL BRIDGE CER# 6287
10076	ANDREW STACKLYNK & MOUNT KIT CER# 6287
10077	STACKLINK & MOUNT KIT CER# 6287
10078	ANDREW REPEATER CER# 6287
10079	ANDREW REPEATER CER# 6287
10080	BRIDGEPORT LOCAL BRIDGE CER# 6287
10081	P/C W/ACCESSORIES CER# 6287
10082	P/C W/ACCESSORIES CER# 6287
10083	NOVELL UPGRADE 4.1 CER# 6287
10084	P/C W/MONITOR CER# 6287
10085	SMB MEMORY (3) CER# 6287

Schedule 2.01(c)  
Owned Personal Property

10086 P/C W/ACCESSORIES CER# 6287  
10087 LASER PRINTER CER# 6287  
10088 LASER PRINTER CER# 6287  
10089 MAIL SERVER & SCHEDULE CER# 6287  
10090 16 MEG SIMM MEMORY CER# 6287  
10091 NETWARE CONNECT & ACCEL PORT CER# 6287  
10092 INFOWINDOW II CER# 6287  
10093 INFOWINDOW II CER# 6287  
10094 HP SCAN JET4 C/OMNI PAGE PROF CER# 6287  
10095 COMPAQ PLUGGABLE SCSI DRIVE W/ACCESSORIES CER# 6287  
10096 LASER PRINTER CER# 6287  
10097 NETWORK DRIVER & PORT STARA 7 PORTS CER# 6287  
10098 IBM SYSTEM 400 U3R1 COBAL CER# 6287  
10099 LAB PRO 2000 LAB SYSTEM CER# 6287  
10100 E-Z CAP PARTNER MODULE CER# 6287  
10165 PHONE SYSTEM CER# 16398  
10166 LASER PRINTER W/TWINAX CONNECTION CER# 16394  
10167 LASER PRINTER W/TWINAX CONNECTION CER# 16394  
10168 LASER PRINTER W/TWINAX CONNECTIONS CER# 16394  
10169 LASER PRINTER W/TWINAX CONNECTIONS CER# 16394  
10170 LASER PRINTER W/TWINAX CONNECTIONS CER# 16394  
10171 LASER PRINTER W/TWINAX CONNECTIONS CER# 16394  
10172 LASER PRINTER W/TWINAX CONNECTIONS CER# 16394  
10173 LASER PRINTER W/TWINAX CONNECTIONS CER# 16394  
10174 LASER PRINTER W/TWINAX CONNECTIONS CER# 16394  
10175 LASER PRINTER W/TWINAX CONNECTIONS CER# 16394  
10176 TERMINAL #3489 COLOR CER# 16394  
10177 TERMINAL #3489 COLOR CER# 16394  
10178 TERMINAL #3489 COLOR CER# 16394  
10179 TRMINAL #3489 COLOR CER# 16394  
10180 TERMINAL COLOR #3498 CER# 16394  
10181 TERMINAL #3489 COLOR CER# 16394  
10182 TERMINAL #3489 COLOR CER# 16394  
10183 TERMINAL #3489 COLOR CER# 16394  
10184 TERMINAL #3489 COLOR CER# 16394  
10185 TERMINAL #3489 COLOR CER# 16394  
10186 PRINTER - ZEBRA BAR CODE CER# 16394  
10449 FIBEROPTIC CONVERTER CER# 16403  
10450 FIBEROPTIC CONVERTER CER# 16403  
10451 PRINTER CER# 16394  
10452 PRINTER CER# 16394  
10453 PRINTER CER# 16394  
10454 PRINTER CER# 16394  
10455 PRINTER CER# 16394  
10456 PRINTER-LASER CER# 16394  
10457 PRINTER-LASER CER# 16394  
10458 PRINTER-LASER CER# 16394

Schedule 2.01(c)  
Owned Personal Property

10459	PRINTER-LASER ER# 16394
10460	PRINTER-LASER CER# 16394
10461	SINGLE PORT TO FIBERCONVERTERS CER# 16403
10462	A/S 400 UPGRADE CER# 6404
10488	ELECTRONIC SIGNATURE NETWORK & VIEW STATION CER# 16401
10489	ELECTRONIC SIGNATURE NETWORK & VIEWING STATION CER #16401
10490	ELECTRONIC SIGNATURE NEWTORK & VIEWING STATION CER# 16401
10491	FIBEROPTIC BOARD CER# 16403
10492	FIBEROPTIC BOARD CER# 16403
10493	FIBEROPTIC BOARDS CER# 16403
10494	FIBEROPTIC BOARD CER #16403.
10495	FIBEROPTIC BOARD CER# 16403
10496	FIBEROPTIC BOARD CER# 16403
10497	CABLING CER#Z6518
10515	LOCAL TR BRIDGE CER# 16403
10519	4 PORT MULTIPLEXER CER# 16403
10520	4 PORT MULTIPLEXER CER# 16403
10521	4 PORT MULTIPLEXER CER# 16403
10522	4 PORT MULTIPLEXER CER# 16403
10523	4 PORT MULTIPLEXER CER# 16403
10524	4 PORT MULTIPLEXER CER# 16403
10525	4 PORT MULTIPLEXER CER# 16403
10526	4 PORT MUILTIPLXER CER# 16403
10542	SOFTWARE F-PROT FOR NETWARE CER# 16403
10543	QUICKSCAN LASER KIT CER# 16394
10544	QUICKSCAN LASER KIT CER# 16394
10545	QUICKSCAN LASER KIT CER# 16394
10546	QUICKSCAN LASER KIT CER# 16394
10547	QUICKSCAN LASER KIT CER# 16394
10548	QUICKSCAN LASER KIT CER# 16394
10549	QUICKSCAN LASER KIT CER# 16394
10550	QUICKSCAN LASER KIT CER# 16394
10551	QUICKSCAN LASER KIT CER# 16394
10552	QUICKSCAN LASER KIT CER# 16394
10553	QUICKSCAN LASER KIT CER# 16394
10554	QUICKSCAN LASER KIT CER# 16394
10555	QUICKSCAN LASER KIT CER# 16394
10556	QUICKSCAN LASER KIT CER# 16394
10557	PRINTER - ZEBRA PARRELLEL CER# 16394
10558	PRINTER-ZEBRA PARRALLEL CER# 16394
10559	PRINTER-ZEBRA PARRALLEL CER# 16394
10560	PRINTER-ZEBRA PARRALLEL CER# 16394
10561	PRINTER-ZEBRA PARRALLEL CER# 16394
10562	PRINTER-ZEBRA PARRALLEL CER# 16394
10563	PRINTER-ZEBRA PARRALLEL CER# 16394
10564	PRINTER-ZEBRA PARRALLEL CER# 16394
10565	WORKSTATION --NETCOM 3 UNIT #3 CER# Z6518

Schedule 2.01(c)  
Owned Personal Property

10566 WORKSTATION NETCOM 3 UNIT#6 CER# Z6518  
10579 PRINTER--LASERJET HEWLETT PACKARD 5SI CER# 16403  
10580 LAPTOP PC CER# 16403  
10582 INTERFACE ENGINE DEVELOPER/RUN CER# 16404  
10612 TERMINAL CER# 16394  
10613 TERMINAL CER# 16394  
10614 TERMINAL CER# 16394  
10625 QUICKSCAN LASER KIT CER# 16394  
10626 QUICKSCAN LASER KIT CER# 16394  
10627 QUICKSCAN LASER KIT CER# 16394  
10628 QUICKSCAN LASER KIT CER# 16394  
10629 QUICKSCAN LASER KIT CER# 16394  
10630 QUICKSCAN LASER KIT CER# 16394  
10631 QUICKSCAN LASER KIT CER# 16394  
10632 QUICKSCAN LASER KIT CER# 16394  
10633 QUICKSCAN LASER KIT CER# 16394  
10634 QUICKSCAN LASER KIT CER# 16394  
10635 QUICKSCAN LASER KIT CER# 16394  
10636 QUICKSCAN LASER KIT CER# 16394  
10637 QUICKSCAN LASER KIT CER# 16394  
10638 QUICKSCAN LASER KIT CER# 16394  
10639 QUICKSCAN LASER KIT CER# 16394  
10640 PRINTER - ZEBRA PARALLEL CER# 16394  
10642 PRINTER--ZEBRA PARALLEL CER#16394  
10643 PRINTER --ZEBRA PARALLEL  
10646 PRINTER - ZEBRA PARALLEL CER# 16394  
10647 PRINTER - ZEBRA PARALLEL CER# 16394  
10648 PRINTER --ZEBRA PARALLEL CER# 16394  
10649 PRINTER - ZEBRA PARALLEL CER# 16394  
10650 PRINTER --ZEBRA PARALLEL CER# 16394  
10652 DICTATION STATION--OPTIC MIC BAR CODE CER# 16401  
10653 TELEPHONE INTERFACE BOARD CER# 16401  
10654 2 PORT MULTIPLEXER CER# 16403  
10655 2 PORT MULTIPLEXER CER# 16403  
10656 2 PORT MULTIPLEXER CER# 16403  
10657 2 PORT MULTIPLEXER CER# 16403  
10658 P/C W/ACCESSORIES CE# 16406  
10693 SOFTWARE POS INSR VERIFICATION CER#16405  
10733 P/C W/ACCESSORIES CER# 9845  
10734 P/C W/ACCESSORIES CER# 9845  
10735 P/C W/ACCESSORIES CER# 9845  
10736 P/C W/ACCESSORIES CER# 9845  
10738 P/C MEMORY 64 MB CER# 16403  
10739 P/C W/OPTICAL FRIVE AND LAN ANALYZER CER# 16403  
10755 LAN SYSTEM UPGRADE CER# 16403  
10775 MAGNETIC STORAGE DEVICE CONTROLLER CER# 16404  
10780 DATA CARTRIDGES CER# 16404

Schedule 2.01(c)  
Owned Personal Property

10781 MEDICS PHARMACY INFORMATION SYSTEM SOFTWARE CER# 16396  
10889 COMPUTER HARDWARE CER# 9845  
10891 COMPUTER HARDWARE CER# 16403  
10892 PRINTER CER# 16394  
10894 PRINTER CER# 16394  
10895 PRINTER CER# 16394  
10896 PRINTER CER# 16394  
10897 PRINTER CER# 16394  
10898 PRINTER CER# 16394  
10899 LAN HARDWARE CER# 16403  
10900 HARD DRIVE 4.30GB LAN HARDWARE CER# 16403  
10901 PC W/CONTROLLER CER# 16403  
10941 DATA CARTRIDGES CER# 16404  
10942 PRINTER CER# 16394  
10953 P/C WITH MONITOR CER# 9872  
10954 P/C WITH MONITOR CER# 9872  
10955 LASER JET PRINTER W/HP DIRECT JET CER# 9872  
10961 SERVER STACK II CER# 16403  
10962 SURESTORE AUTOLOADER CER# 16403  
10963 SUPERSTACK II DUAL SPEED HUB 24 PORT CER# 16403  
10964 SUPERSTACK II DUAL SPEED HUB 24 PORT CER # 16403  
10965 SUPERSTACKII DUAL SPEED HUB 24 PORT CER# 16403  
10966 SUPERSTACK II DUAL SPEED HUB 24 PORT CER# 16403  
10967 SUPERSTACK II DUAL SPEED HUB 12 PORT CER# 16403  
10968 FIBER TO COPPER CONVERTERS (9) CER# 16403  
10976 INVENTORY DELIVERY SYSTEM PARTIAL CER# 16400  
10985 ARC SERVE CER 6.5 CER# 16403  
10986 PHARMACY MGNT YSTEM HARDWARE CER# 16396  
10996 P/C FOR OUTSIDE PAYOR INTERFACE CER# 16405  
10997 P/C FOR OUTSIDE PAYOR INTERFACE CER# 16405  
10998 P/C FOR OUTSIDE PAYOR INTERFACE CER# 16405  
10999 P/C FOR OUTSIDE PAYOR INTERFACE CER# 16405  
11000 LOCAL AREA NETWORK UPGRADE CER# 16403  
11001 VOICE MAIL UPGRADE CER# 9886  
11024 P/C W/ACCESSORIES FOR PHARMACY CER# 16396  
11025 P/C W/ACCESSORIES FOR PHARMACY CER# 16396  
11026 SERVER FOR PHARMACY SYSTEM CER# 16396  
11027 PATHOLOGY SOFTWARE CER# 9903  
11028 CRYSTAL REPORTS PRO 6.0 5 USER WIND CER# 9903  
11029 P/C SYSTEM FOR HOME HEALTH CER# 9906  
11030 UPGRADE-CLINICAL SOLUTION CENTER LAB SYSTEM CER# 9905  
11032 SOFTWARE--MEDICAL RECORDS SOLUTIONS INSTALLED CER#9872  
11086 P/C CER# 9903  
11087 P/C W ACCESSORIES CER# 16403  
11088 COLOR TERMINAL W/KEYBOARD CER# 9904  
11089 COLOR TERMINAL W/KEYBOARD CER# 9904  
11090 PRINTER W/TWINAX CER# 9904

Schedule 2.01(c)  
Owned Personal Property

11091	PRINTER W/TWINAX CER# 9904
11094	INTERNET CONNECTION CER# 16403
11126	P/C W/ACCESSORIES CER#6295
11127	P/C W/ACCESSORIES CER# 6295
11128	P/C W/ACCESSORIES CER# 6295
11129	P/C W/ACCESSORIES
11130	P/C W/ACCESSORIES CER# 6295
11131	P/C W/ACCESSORIES CER# 6295
11132	P/C W/ACCESSORIES CER# 6295
11133	P/C W/ACCESSORIES CER# 6295
11134	P/C W/ACCESSORIES CER# 6295
11135	P/C W/ACCESSORIES CER# 6295
11136	PRINTER HP LASERJET W/ACCESSORIES CER# 6295
11137	COMPUTER ACCESSORIES CER# 6295
11138	P/C W/ACCESSORIES CER# 6295
11139	COMPUTER ACCESSORIES CER# 6295
11140	FAX MACHINE
11141	P/C LAPTOP W/ACCESSORIES
11295	RS6K SERIAL COMMUNICATION SERVER CER# 9906
11298	MODEM 202T 1200 BPS CER# 9886
11297	B WIRE MALE MODULAR ADAPTER KIT (20) CER# 9906
11298	P/C W/MONITOR CER# 16396
11299	PRINTER LASERJET 4000 N CER# 16396
11300	PRINTER LASERJET 4000 N CER# 16396
11301	PRINTER - OKIDATA ML 390 CER# 16396
11302	PRINTER OKIDATA ML 390 CER# 16396
11303	PRINTER OKIDATA ML 390 CER# 16396
11304	INPUT TRAY FOR LJ 8000 CABINET 2X500 CER 9906
11305	MULTIMODEM EX 56 DAT/FAX DIAL CER# 9906
11307	P/C W/MONITOR CER# 9904
11308	P/C W/MONITOR CER# 9904
11309	P/C W/MONITOR CER# 9904
11310	P/C W/MONITOR CER# 9904
11311	P/C W/MONITOR CER# 9904
11312	P/C W/MONITOR CER# 9903
11313	P/C W/MONITOR CER# 9903
11314	P/C W/MONITOR CER# 9903
11315	P/C W/MONITOR CER# 9903
11316	P/C W/MONITOR CER# 9903
11317	P/C W/MONITOR CER# 9903
11318	P/C W/MONITOR CER# 9903
11319	P/C W/MONITOR CER# 9920
11320	P/C W/MONITOR CER# 9920
11321	P/C W/MONITOR CER# 9920
11322	P/C W/MONITOR CER# 9920
11323	P/C W/MONITOR CER# 9901
11324	P/C W/MONITOR CER# 9901

Schedule 2.01(c)  
Owned Personal Property

11325 P/C W/MONITOR CER# 9901  
11326 P/C W/MONITOR CER# 9901  
11327 P/C W/MONITOR CER# 9901  
11328 PRINTER LASERJET CER# 9901  
11329 PRINTER LASERJET CER# 9903  
11330 PRINTER LASERJET CER# 9903  
11331 PRINTER LASERJET CER# 9903  
11332 P/C W/32MB MEMORY MODULE CER# 9904  
11333 P/C W/32MB MEMORY MODULE CER#9904  
11334 P/C W/32MB MEMORY MODULE CER# 9904  
11335 SCANTRON 2500 SURVEY AUTOMATION CER# 9912  
11336 P/C W/MONITOR CER# 16396  
11337 P/C W/MONITOR CER# 16396  
11338 P/C W/MONITOR CER# 16396  
11339 P/C W/MONITOR CER#9906  
11340 P/C W/MONITOR CER# 9906  
11341 P/C W/MONITOR CER# 9906  
11342 P/C W/MONITOR CER# 9906  
11343 P/C W/MONITOR CER# 9906  
11344 PRINTER LASERJET 8000DN CER# 9906  
11345 PRINTER LASERJET 6XI CER# 9903  
11346 P/C W/MONITOR AND 32MB UPGRADE CER# 9903  
11366 P/C CER# 9904  
11367 P/C CER# 9904  
11368 P/C CER# 9904  
11369 P/C CER# 9904  
11370 P/C CER# 9904  
11371 P/C CER# 9904  
11372 SUPERSTACKII DUAL SPEED HUB/(3) OFFICE HUBS CER# 9904  
11373 NEHS SOFTWARE LICENSE FEES CER# 9904  
11374 PRINTER - LASER CER# 9903  
11375 WINDOPATH SOFTWARE SUPPORT TOOLS CER# 9903  
11376 TOWER DRIVE 32X 14 BAY/14DR CER# 9909  
11377 CISCO ROUTER W/ACCESSORIES & INSTALLATION CER# 9909  
11378 CD WRITER PLUS W/HP CD-R RECORDABLE MEDIA CER# 9920  
11480 A/S 400E SYSTEM W/ACCESSORIES CER# 9904  
11498 LASER PRINTER CER# 9904  
11499 IBM FUSER KITS (2) CER# 9904  
11501 COLOR MONITOR AND KEYBORAD CER# 9904  
11502 COLOR MONITOR AND KEYBOARD CER# 9904  
11503 COLOR MONITOR AND KEYBOARD CER# 9904  
11504 COLOR MONITOR AND KEYBOARD CER# 9904  
11505 COLOR MONITOR AND KEYBOARD CER# 9904  
11506 DUAL SPEED PROTS (5) CER# 9904  
11507 MULTIMODEM EXT56 DATA/FAX (8) CER# 9906  
11508 LAPTOP COMPTUER W/CASE CER# 9906  
11509 LAPTOP COMPUTER W/CASE CER# 8906

Schedule 2.01(c)  
Owned Personal Property

11510	LAPTOP COMPUTER W/CASE CER# 9906
11511	LAPTOP COMPUTER W/CASE CER# 9906
11512	LAPTOP COMPUTER W/CASE CER# 9906
11513	LAPTOP COMPUTER W/CASE CER# 9906
11514	LAPTOP COMPUTER W/CASE CER# 9906
11515	LAPTOP COMPUTER W/CASE CER# 9906
11516	LAPTOP COMPUTER W/CASE CER# 9906
11517	LAPTOP COMPUTER W/CASE CER# 9906
11518	LAPTOP COMPUTER W/CASE CER# 9906
11519	LAPTOP COMPUTER W/CASE CER# 9906
11520	LAPTOP COMPUTER W/CASE CER# 9906
11521	LAPTOP COMPUTER W/CASE CER# 9906
11522	LAPTOP COMPUTER W/CASE CER# 9906
11523	LAPTOP COMPUTER W/CASE CER# 9906
11524	LAPTOP COMPUTER W/CASE CER# 9906
11525	LAPTOP COMPUTER W/CSE CER# 9906
11526	LAPTOP COMPUTER W/CASE CER#9906
11527	LAPTOP COMPUTER W/CASE CER# 9906
11528	LAPTOP COMPUTER W/CSE CER# 9906
11529	LAPTOP COMPUTER W/CASE CER# 9906
11530	LAPTOP COMPUTER W/CASE CER# 9906
11531	LAPTOP COMPUTER W/CASE CER #9906
11532	LAPTOP COMPUTER W/CASE CER# 9906
11533	LAPTOP COMPUTER W/CASE CER# 9906
11534	LAPTOP COMPUTER W/CASE CER# 9906
11535	LAPTOP COMPUTER W/CASE CER# 9906
11536	LAPTOP COMPUTER W/CASE CER# 9906
11537	LAPTOP COMPUTER W/CASE CER# 9906
11538	LAPTOP COMPUTER W/CASE CER# 9906
11539	LAPTOP COMPUTER W/CASE CER# 9906
11540	LAPTOP COMPUTER W/CASE CER# 9906
11541	LAPTOP COMPUTER W/CASE CER# 9906
11542	LAPTOP COMPUTER W/CASE CER# 9906
11543	LAPTOP COMPUTER W/CASE CER# 9906
11544	LAPTOP COMPUTER W/CASE CER# 9906
11545	LAPTOP COMPUTER W/CASE CER# 9906
11546	LAPTOP COMPIJTER W/CASE CER# 9906
11547	LAPTOP COMPUTER W/CASE CER# 9906
11548	LAPTOP COMPUTER W/CASE CER# 9906
11549	LAPTOP COMPUTER W/CASE CER# 9906
11550	LI-ION BATTERY PACKS (5) FOR THINKP-AD 560 CER# 9906
11551	AC ADAPTER FOR THINKPAD 560X (15) CER# 9906
11574	COMPUTER W/ACCESSORIES INTERNET CONNECTIVITY CER# 9909
11575	PRINTER LASERJET CER# 9904
11576	PRINTER LASERJET CER# 9904
11577	COMMUNICATIONS BOARDS (6) CER# 9904
11578	HARDWARE DASD (3) CER# 9904

Schedule 2.01(c)  
Owned Personal Property

11600 MONITORS 15"(6)ER# 9904  
11637 P/C W/MONITOR & ETHERLINK CARD CER# 9903  
11638 P/C W/MONITOR & ETHERLINK CARD CER# 9903  
11714 P/C W/ACCESSORIES CER# 9956  
11715 DSAD EXPANSION UNIT (1) W/(5)DISKS DRIVES 4.19 GB CER#9904  
11716 EDI INTEGRATOR CER# 9904  
11717 THINPAD LAPTOP PC W/CASE CER# 9955 PC ON BACKORDER  
11718 P/C W/ACCESSORIES CER# 9904  
11721 IMPLEMENTATION FEE REIMBURSEMENT MGNT CER# 9903  
11722 INSTALL REIMBURSEMENT MGNT SOFTWARE CER# 9903  
11723 GENERIC HL7 INTERFACE SOFTWARE CER#9903  
11726 FIBER TRUNK MODULE CER# 9903  
11747 REMOTE ACCESS SERVER CER# 9905  
11748 CINPHONY II ACD SOFTWARE MIGRATION W/Y2K COMPLIANCE CER#0019  
11757 QUADRANT LICENSE TRANSFER FEES CER# 9904  
11758 HARD DRIVE CER# 0020  
11759 HARD DRIVE CER# 0020  
11760 HARD DRIVE CER# 0020  
11761 HARD DRIVE CER# 0020  
11773 COLD FUSION SERVER CER# 0018  
11774 P/C W/ACCESSORIES CER# 0020 SURGERY MGNT  
11775 P/C W/ACCESSORIES CER#0020 SURGERY MGNT  
11776 ASYNC F.O. MUX 24 (2) W/CABLES (16) CER# 0007  
11780 P/C W/MONITOR/ETHERLINK PCI CARD CER# 0030  
11781 P/C W/MONITOR/ETHERKINK PCI CARD CER# 0030  
11782 P/C W/MONITOR/ETHERLINK PCI CARD CER# 0030  
11785 P/C W/UPGRADES/2DRIVES /NT SERVER-5 USER CER# 0020  
11786 DRIVE CAGE UPGRADES ULTRA2/DUPLEX ULTRA 2 CER# 0020  
11767 PRINTERS-ZEBRA S6000 THERMAL CER# 9905  
11788 PRINTER - ZEBRA S6000 THERMAL CER# 9905  
11789 PRINTER - ZEBRA S6000 THERMAL CER# 9905  
11791 HARDWARE FOR INTERNET DEVELOPMENT CER# 0018  
11792 SOFTWARE FOR INTERNET WT PRO 4.0 & SUBSCRIPT CER# 0018  
11793 P/C W/ACCESSORIES & C/D WRITER CER# 0039  
11794 SOFTWARE Y2K DAVALYNC CONVERSION CER# 9903  
11795 CLINICAL SOFTWARE RESPIRATORY,PROTOCOLS & ASSESSMENT CER#41  
11804 P/C W/ACCESS CER# 0041  
11805 P/C W/ACCESS CER# 0041  
11806 P/C W/ACCESS CER# 0041  
11807 P/C W/ ACCESS CER# 0041  
11808 P/C W/ACCESS CER# 0041  
11809 P/C W/ACCESS CER# 0041  
11810 P/C W/ACCESS CER# 0041  
11811 P/C W/ACCESS CER# 0041  
11812 P/C W/ACCESS CER# 0041  
11813 P/C W/ACCESS CER# 0041  
11814 P/C W/ACCESS CER# 0042

Schedule 2.01(c)  
Owned Personal Property

11815 P/C W/ACCESS CER# 0042  
11816 P/C W/ACCESS CER# 0042  
11817 P/C W/ACCESS CER# 0042  
11818 P/C W/ACCESS CER# 0042  
11819 P/C W/ACCESS CER# 0042  
11820 P/C W/ACCESS CER# 0042  
11821 P/C W/ACCESS CER# 0042  
11822 P/C W/ACCESS CER# 0042  
11823 P/C W/ACCESS CER# 0042  
11824 LASER PRINTER W/TWINAX, IPDS CER# 0018  
11825 LASER PRINTER W/TWINAX, IPDS, CER# 0018  
11826 P/C W/ACCESS CER# 0018  
11827 CD WRITER CER# 0018  
11828 CD WRITER CER# 0018  
11829 FILE SERVER REPLACEMENT CER# 0045  
11907 UPDATE TO OCTEL 6X200 VOICE MAIL SYSTEM CER# 0066  
11923 SHUTTLE MATRIX, DUAL SPEED HUB (3) D-LINK 5 PORT CER# 0018  
11929 LAB SYSTEM UPGRADE CER# 9905  
11935 CPQ ARMADA W/CONVIENCE BASE AND 64MG CER# 0042  
11940 P/C W/VIEWSONIC/OPTIQUES/MISIONTEK CER# 0042  
11941 P/C W/VIEWSONIC OPTIQUES/MISIONTEK CER# 0042  
11942 P/C W/VIEWSONIC OPTIQUES/MISIONTEK CER# 0042  
11943 P/C W/VIEWSONIC OPTIQUES/MISIONTEK CER# 0042  
11944 P/C W/VIEWSONIC OPTIQUES/MISIONTEK CER# 0042  
11945 P/C W/VIEWSONIC OPTIQUES/MISIONTEK CER# 0042  
11946 P/C COMPAQ PROLIANT W/ULTRA H.D. CER# 0018  
11955 OB FETAL GROWTH ANALYSIS PACKAGE CER# 0083  
11956 P/C DESKPRO W/ VIEWSONIC MONITOR CER# 0083  
11965 MICROSOFT OFFICE 2000PRO & BACKOFFICE LICENSE (150) CER#0101  
11972 PRINTER--LASERJET CER# 0101  
11973 PRINTER--LASERJET CER# 0101  
11978 CASTELLE FAX PRESS 2500 CER# 0119  
11979 P/C W/17"MONITOR CER# 0121  
11980 P/C W/17" MONITOR CER# 0121  
11981 P/C DESKPRO CER# 0042  
11982 P/C DESKPRO CER# 0042  
11983 P/C DESKPRO CER# 0042  
11984 P/C DESKPRO CER# 0042  
11985 P/C DESKPRO CER# 0042  
11986 P/C DESKPRO CER# 0042  
11987 P/C DESKPRO CER# 0042  
11988 P/C DESKPRO CER# 0042  
11989 P/C DESKPRO CER# 0042  
11990 P/C DESKPRO CER# 0042  
11991 MONITOR 17"VIEWSONIC CER# 0042  
11992 MONITOR 17" VIEWSONIC CER# 0042  
11993 MONITOR 17" VIEWSONIC CER# 0042

Schedule 2.01(c)  
Owned Personal Property

11994	MONITOR 17" VIEWSONIC CER# 0042
11995	MONITOR 17" VIEWSONIC CER# 0042
11996	TAPE DRIVE CER# 0135
12035	ASYCN FIBER OPTIC MUX 24 (2) CER# 0140
12050	PC WITH MONITOR CER# 0139
12051	PC WITH MONITOR CER# 0139
12065	SD/400 COMPUTER & UPGRADE CER# 02-0005
12066	SOFTWARE FOR AS400 & UPGRADE CER# 02-0005
12067	SOFTWARE FOR AS 400 & UPGRADE CER# 02-0005
12068	SOFTWARE FOR AS400 & UPGRADE CER#02-0005
12078	UPGRADE NETWORK BACK UP DEVICE CER# 02-0024
12114	PROJECTOR W/ DIGITAL CABLE & SOFT CASE CER# 02-0052
12115	PRINTER-HP SCANJET FOR PROJECTOR CER# 02-0052
12116	PROCESSOR SOFTWARE & HARDWARE OR SCHEDULER CER# 02-0047
12117	WEBLOGIC AND TRAINING FOR OR SCHEDULER CER# 02-0047
12126	FIREWALL CER# 02-0051
12154	REIMBURSEMENT MANAGEMENT SOFTWARE TRAINING
12159	COMPUTER HARDWARE FOR TRANSCRIPTION PROJECT CER# 02-0007
12163	COMPAQ CPU'S (15)USED CER# 02-0059
12168	NETWORK BACKUP SERVER CER# 03-0008
12169	IP NETWORK PRINTERS CER#03-0007
12171	COMPUTER EQUIPMENT
12180	ADDL HOURLY CHARGES FOR CER# 03-0006 NOT INCD IN LEASE
12207	WEB CONNECT PERPETUAL LICENSE CER# 03-0049
12265	MCAFFEE ANTIVIRUS PERPETUAL W/1YR SUPPORT (251) CER#04-0015
12339	E-MAIL EXCHANGE SERVER W/ACCESSORIES & SOFTWARE CER#05-0013
12358	ACTIVE VIRUS DEFENSE USER LICENSE UPDATES (251) CER# 05-0020
12412	LAPTOP W/DOCKING STATION, SOFTWARE CER# 05-0061
12447	LAPTOP W/ACCESSORIES CER# 06-0019 FOR ACCOUNTING
7141P	DISK STORAGE/EIA INTERFACE/LINE BASE CER#5086
7531S	TERMINAL/KEYBOARD CER#5282
11579	FURNITURE FOR VP FINANCE CER# 9947
12681	DESK-LEFT PED MAHOGANY W/RIGHT RETIURN(2) CER#07-0055
12045	CREDENZAS (2 ) WITH STORAAGE (1) CER# 0137
12046	FILE CABINETS (3) WITH HANGERS (12) AND DIVIDER CER# 0137
12684	CABINETS-5 DRAWER LATERAL FILES (2) CER# 07-0055
12683	TABLE-CONFERENCE (2) CHAIRS (10) CER# 07-0055
12682	DESK-DOUBLE PEDESTAL & BOOKCASE CER# 07-0055
12425	BPI NET ONE TIME SET UP AND TRAINING CER# 06-0015
12738	PC W/LCD AND OFFICE PRO PLUS 2007 AND PRINTER CER# 07-0058
27679	PRINTER-HP LASERJET CER# 07-0048
9978	CHAIRS (8) CER#Z6420
12685	CHAIRS-SWIVEL (3) CER# 07-0055
12048	SOFA, CAMELBACK CER# 0137
9977	CONFERENCE TABLE CER#Z6420
8481	DESK EXECUTIVE DOUBLE PEDESTAL
12047	ROUND TABLE AND LAMP CER# 0137

Schedule 2.01(c)  
Owned Personal Property

9979 CHAIRS (4) GUEST CER# Z6420  
12478 PROJECTOR CER# 06-0037  
0564 TYPEWRITER  
0570 YAMAHA MIA PIANO/BENCH OLD TAG #9465  
4922 CHAIR UPHOLSTERED SIDE ARM CER#4202  
4923 CHAIR UPHOLSTERED SIDE ARM CER#4202  
4992 CHAIR SWIVEL TILT CONFERENCE CER# 4202  
4993 CHAIR SWIVEL TILT CONFERENCE CER #4202  
4995 CHAIR SWIVEL TILT CONFERENCE CER# 4202  
4996 CHAIR SWIVEL TILT CONFERENCE CER #4202  
4997 CHAIR SWIVEL TILT CONFERENCE CER# 4202  
4998 CHAIR SWIVEL TILT CONFERENCE CER# 4202  
4999 CHAIR SWIVEL TILT CONFERENCE CER# 4202  
5000 CHAIR SWIVEL TILT CONFERENCE CER# 4202  
5002 CHAIR SWIVEL TILT CONFERENCE CER# 4202  
5003 CHAIR SWIVEL TILT CONFERENCE CER# 4202  
5313 64K CRT CER#4354  
5314 PRINTER CER# 4354  
5315 FEEDER FOR PRINTER CER# 4354  
5346 CALCULATOR  
5349 TYPEWRITER  
5354 DESK DOUBLE PEDESTAL 30"X 60"WALNUT  
5355 4 DRAWER LATERAL FILE 18"X 36"  
5356 CHAIR EXECUTIVE  
5357 TABLE END 18"X 24" WITH PLASTIC LAMINATED TOP  
5363 TELEVISION  
5746 2 DRAWER LATERAL FILE 18 X 36  
5747 STORAGE CABINET 2 DOOR 72" FIREPROOF  
5748 6-3 DRAWER LEGAL SIZE FILE CABINET FIREPROOF  
5903 MEMORYWRITER W/PINWHEEL CER# 4511  
5914 MICRO DICTATOR CER# 4527  
5915 MICRO DICTATOR CER# 4527  
6126 PERSONAL COMPUTER CER# 4580  
6127 PERSONAL COMPUTER CER#4580  
6283 RECORDER HAND HELD/TRANSCRIBER WITH FOOT CONTROL CER# 4682  
6297 MEMORYWRITER #645 W/DISPLAY MODULE CER# 4679  
6345 MEMORYWRITER #645 W/DISK DRIVE & DISPLAY CER#4722  
6487 MEMORY WRITER #610 PROMOTIONAL DONATION  
6510 RISKMASTER SOFTWARE ADMINISTRATIVE TRACKING 1ST COPY CER4772  
6511 RISKMASTER SOFTWARE ADMINISTRATIVE TRACKING 2ND COPY CER4772  
6512 SORTMASTER W/REVELATION OPER SYSTEM RUNTIME VERSION CER4772  
RECORDER/TRANSCRIBER W/FOOT CONTROL CONFERENCE  
7136 MICROPHONE  
7603 LASERJET PRINTER W/PAPER TRAY CER#5342  
7604 LASERJET PRINTER CER#5342  
7892 COPIER W/ADF & SORTER  
8168 FURNITURE FOR C.O.O. OFFICE CER#5578

Schedule 2.01(c)  
Owned Personal Property

8342	386SX NOTEBOOK COMPUTER W/MONITOR/PRINTER CER#5639
8490	CONFERENCE TABLE 42" ROUND
8536	FURNITURE FOR MR CLEMENT'S OFFICE CEO CER# 5777
8562	P/C 4DX-33 CER# 5785
8596	DA LITE DESIGNER ELECTRIC SCREEN CER# 5823
8671	P/C W/MONITOR & SOFTWARE CER# 5874
8678	PERSONAL COMPUTER CER# 5901
8749	P/C W/MONITOR CER# 5930
8813	CONFERENCE CABINETS CER# 5960
8939	PROJECTOR CER# 6035
9272	LAPTOP COMPUTER W/CARRYING CASE/OFFICE FOR WINDOWS CER# 6194
9344	SWIVEL CHAIR CER# 6199
9534	PARKING SURVEY & CONSULTATION
9554	P/C W/COLOR MONITOR CER# 6241
9746	P/C W/MONITOR & THOMAS CONRAD ADAPTER CER# 6349
9772	P/C W/MONITOR & THOMAS CONRAD ADAPTER CER# 6349
9980	OVERHEAD PROJECTION W/ZOOM LENS CER# Z6456
10940	CARPETING CER# 9880
10969	P/C WITH MONITOR CER# 9882
12118	FAX MACHINE-PLAIN PAPER CER# 02-0049
12162	LAPTOP COMPUTER COMPAQ CER# 02-0059
7314RV	FACSIMILE W/ADAPTER CER# 6195
9962	P/C W/PRINTER CER# Z6444
9999	PC WITH ACCESSORIES
10000	BOOKCASE & CREDENZA
10001	DESKS, CHAIRS, CREDENZA, BOOKCASES
10002	FAX MACHINE
10003	BOARDROOM FURNITURE
10004	4 LEG CHAIR WITH ARMS
10005	MINOLTA COPIER
10006	CLERICAL POSTURE CHAIR
10007	PHONES (2)
10008	SOFTWARE
10009	PRINTER W/ACCESSORIES
10010	REFRIGERATOR
10011	PRINTS
12549	CHAIRS (105) CER# 06-0078
12551	CHAIRS-DESK (60) CER# 06-0078
11847	REUPHOLSTER NORTH LOBBY FURNITURE CER# 0005
11848	REUPHOLSTER SOUTH LOBBY FURNITURE CER# 0005
11908	VINYL RECLINERS (8) ADMIT/DISCHARGE RM CER# 0057
5739	2-
7678	FILE CABINETS (6)/SECRETARIAL CHAIRS (3)
8212	BEDSIDE CABINET CER# 5581
8321	CAMCORDER W/5" COLOR MONITOR CER# 5670
8400	WHEELS (43 SETS) FOR STRETCHER CARTS CER# 5625

Schedule 2.01(c)  
Owned Personal Property

8472	20"RECEIVERS DIAGONAL W/CLOSED CAPTIONING TV'S (5) CER#5735
8828	OXYGEN HOLDERS FOR PATIENT TRANSPORT CARTS CER# 6021
9691	SOUND SYSTEM CER# 6321
9773	WHEELCHAIR CER# 6353
9774	WHEELCHAIR CER# 6353
9775	WHEELCHAIR CER# 6353
9776	WHEELCHAIR CER# 6353
9777	WHEELCHAIR CER# 6353
9778	WHEELCHAIR CER# 6353
9779	WHEELCHAIR CER# 6353
9780	WHEELCHAIR CER# 6353
9781	WHEELCHAIR CER# 6353
9782	WHEELCHAIR CER# 6353
9783	WHEELCHAIR CER# 6353
9784	WHEELCHAIR CER# 6353
9785	WHEELCHAIR CER# 6353
9786	WHEELCHAIR CER# 6353
9787	WHEELCHAIR CER# 6353
9788	WHEELCHAIR CER# 6353
9789	WHEELCHAIR CER# 6353
9790	WHEELCHAIR CER# 6353
9791	WHEELCHAIR CER# 6353
9792	WHEELCHAIR CER# 6353
9793	WHEELCHAIR CER# 6353
9794	WHEELCHAIR CER# 6353
9795	WHEELCHAIR CER# 6353
9796	WHEELCHAIR CER# 6353
9797	WHEELCHAIR CER# 6353
9798	WHEELCHAIR W/IV POLE & CO2 HOLDER CER# 6353
9799	WHEELCHAIR W/IV POLE & CO2 HOLDER CER# 6353
9800	WHEELCHAIR W/IV POLE & CO2 HOLDER CER# 6353
9801	WHEELCHAIR W/IV POLE & CO2 HOLDER CER# 6353
9802	WHEELCHAIR W/IV POLE & CO2 HOLDER CER# 6353
9803	WHEELCHAIR W/IV POLE & CO2 HOLDER CER# 6353
9804	WHEELCHAIR W/IV POLE & CO2 HOLDER CER# 6353
9805	WHEELCHAIR W/IV POLE & CO2 HOLDER CER# 6353
9806	WHEELCHAIR W/IV POLE & CO2 HOLDER CER# 6353
9807	WHEELCHAIR W/IV POLE & CO2 HOLDER CER# 6353
9808	WHEELCHAIR W/IV POLE & CO2 HOLDER CER# 6353
9809	WHEELCHAIR W/IV POLE & CO2 HOLDER CER# 6353
9810	WHEELCHAIR W/IV POLE & CO2 HOLDER CER# 6353
9811	WHEELCHAIR W/IV POLE & CO2 HOLDER CER# 6353
9812	WHEELCHAIR W/IV POLE & CO2 HOLDER CER# 6353
9813	WHEELCHAIR W/IV POLE & CO2 HOLDER CER# 6353
9814	WHEELCHAIR W/IV POLE & CO2 HOLDER CER# 6353
9815	WHEELCHAIR W/IV POLE & CO2 HOLDER CER# 6353
9816	WHEELCHAIR W/IV POLE & CO2 HOLDER CER#6353

Schedule 2.01(c)  
Owned Personal Property

9817 WHEELCHAIR W/IV POLE & CO2 HOLDER CER# 6353  
9818 WHEELCHAIR W/IV POLE & CO2 HOLDER CER# 6353  
9819 WHEELCHAIR W/IV POLE & CO2 HOLDER CER# 6353  
9820 WHEELCHAIR W/IV POLE & CO2 HOLDER CER# 6353  
9821 WHEELCHAIR W/IV POLE & CO2 HOLDER CER# 6353  
9822 WHEELCHAIR W/IV POLE & CO2 HOLDER CER# 6353  
9952 P/C WITH LASER PRINTER CER#Z6441  
9982 WHEELCHAIR COMMODE (DONATED)  
9983 ELECTRIC HOSPITAL BED (DONATED)  
9984 PORTA DECK WHEELCHAIR RAMP (DONATED)  
10743 ARTWORK - CER# 9844  
12125 TELEVISIONS (344) FOR PATIENT ROOMS CER#02-0029  
12481 DIGITAL CAMERA W/ZOOM LENS & COMPACT FLASHCARD CER#06-0039  
0787 CAMERA W/CASE AND AUTOMATIC FLASH  
5830 TYPEWRITER CER# 4448  
5913 TYPEWRITER CER# 4538  
6093 MULTISCREEN COMPONENTS/CASE/CUSTOM GRAPHICS CER# 4645  
6270 MEMORYWRITER XEROX #610 CER# 4664  
6517 COMPUTER APPLE MACINTOSH W/ADDL DISK DRIVE CER# 4799  
6618 LASERWRITER PRINTER CER# 4799  
6519 SOFTWARE PAGE MAKER CER# 4799  
8158 PERSONAL COMPUTER - COMPAQ 286E W/PRINTER CER #5534 85535  
8683 P/C WITH SOFTWARE CER# 5875  
9003 P/C-PRINTER-SOFTWARE CER# 6068  
9045 FAX MACHINE (PLAIN PAPER) CER# 6104  
9535 P/C MACINTOSH W/ACCESSORIES CER# 6224  
9555 CPQ 4MB MEMORY CER# 6224  
9835 CUBICLES CER# 6360  
10148 FAX MACHINE CER# Z6500  
10149 OFFICE WORKSTATION CER# Z6500  
10150 OFFICE WORKSTATION CER# Z6500  
10187 P/C W/MONITOR CER# Z6500  
10188 P/C W/MONITOR CER# Z6500  
10189 P/C W/ MONITOR CER# Z6500  
10190 P/C W/MONITOR & EXPANSION BASE CER# Z6500  
10463 SOFTWARE & VOICEMAX PLUS CER# Z6499  
10464 ANALOG TRUNK CARTRIGE CER# Z6499  
10500 FAXPRESS 2000 CER#Z6500  
10756 P/C W/MONITOR CER# 9802  
8773 COLOR TERMINAL CER # 5905  
8940 EXECJET PRINTER CER# 5905  
8804 GALAXY P/C SYSTEM CER# 5940  
8827 CHAIRS (2) GRADE B CER#  
8983 CALL SEQUENCER CER#5985  
8985 P/C COMPAQ PROLINEA CER#  
8986 NETWORKING  
9536 CENTRAMAX SYSTEM CER# 5925

Schedule 2.01(c)  
Owned Personal Property

9537 COMPUTER NETWORK HARDWARE CER#  
9836 CENTRAMAX M PLUS UPGRADE CER# 8365  
11713 P/C W/MONITOR & EXTERNAL MODEM CER# 9953  
8803 GALAXY SYSTEM P/C CER# 5939  
8805 SOFTWARE FOR IPA  
8982 NETWORK START UP CER#  
9072 P/C & SOFTWARE CER# 6112  
9073 P/C & SOFTWARE CER# 6112  
9078 PHONE SYSTEM CER#  
9084 PRINTER  
9089 VERTICAL BLINDS (4)  
9129 COPY MACHINE CER#  
9556 PERSONAL COMPUTER W/MONITOR  
9745 P/C W/MONITOR & MOUSE CER# 8350  
10143 P/C W/ACCESSORIES CER# Z6492  
10144 P/C W/ACCESSORIES CER# Z6492  
10145 P/C W/ACCESSORIES CER# Z6492  
10146 P/C W/ACCESSORIES CER# Z6492  
10147 P/C W/ACCESSORIES CER# Z6492  
10910 OFFICE FURNITURE  
10914 DESK  
10915 CHAIRS  
10913 FILE CABINETS (2)  
10912 CONFERENCE TABLE  
10911 BOOKCASE  
4216 PLAQUE RECOGNIZING DONORS TO CHAPEL  
4217 8513 ALTAR OF SACRIFICE  
4218 6513A ALTAR OF REPOSE W/CABT FOR TABERNACLE  
4219 65330 LECTERN  
4220 (PAIR) 40113 CANDLESTICKS THS MEDITATION ROOM  
4221 SOFA-78IN-GREEN UPHOLSTERY-WALNUT FINISH  
4222 ITEM 4 ARM CHAIRS-WALNUT FRAME  
4223 ITEM 3 LAMPS-FLOOR + TABLE  
4224 ITEM 2 TABLES-CORNER AND ROUND CHAPEL  
4225 44-PEWS-SOLID RED OAK WOOD W/BOOKRACKS-5 LF TAGS  
4226 STATUE-ST JOSEPH AND CHILD LINDENWOOD  
4227 STATUE-BLESSED VIRGIN LINDENWOOD  
4228 CRUCIFIX-CORPUS AND INRI WALNUT CROSS AND LINDENWO  
4229 MAIN ALTAR-MARBLE-9LF  
4230 2-SIDE ALTARS-MARBLE-4LF  
4231 MARBLE COMMUNION RAILING AND BRONZE GATES-32 1/2 LF  
4232 BRONZE TABERNACLE  
4233 MONSTRANCE  
4234 2-BRONZE STANDING CANDELABRAS  
4235 2-BRONZE FLOWER VASES  
4236 ITEM 2 BRONZE TABLE CANDELABRAS  
4237 2-BRONZE CANDLESTICKS-6 IN

Schedule 2.01(c)  
Owned Personal Property

4238 ITEM 5 MARBLE FONTS  
4239 BRONZE SANCTUARY LAMP  
4240 BRONZE-CANOPY-CEILING HUNG  
4241 BRONZE AMBRY  
4242 6-BRONZE CANDLESTICKS-18 IN  
4243 6-BRONZE CANDLESTICKS-6 IN  
4244 LECTERN ADJ  
4245 LECTERN W/MICROPHONE AND LIGHT  
4246 PRIE DIEU  
4247 2-CHAIRS-SANCTUARY-ALTAR BOYS  
4248 CHAIR-SANCTUARY-PRIEST  
4249 ITEM 3 CHAIRS STRAIGHT  
4250 ITEM 14 VESTMENTS-SUNDAY MASS  
4251 ITEM 10 VESTMENTS HOLIDAY  
4252 2-CHALICES-GOLD  
4253 ITEM 6 ALTAR BOY CASSOCKS  
4254 3-GOLD VESTMENTS  
4255 BENEDICTION VESTMENT  
4256 INCENSE STAND W/ ACCESSORIES  
4257 ALTAR BOYS CROSS  
4258 2-CIBORIA  
4259 4-SETS OF ALTAR LINENS  
4260 ITEM OF MISC LINENS BALCONY  
4261 4-PEWS W/ KNEELERS-WOOD-10LF CHAPEL TAGS 15056 TO 1  
4262 6-PEWS WOOD W KNEELERS 10 LIN FT TAGS 15106 TO 15111  
4263 ITEM 14 PLAQUES 1X2 STATION OF CROS  
4264 CARPETING WOOL RED W RUNNER 225 SQ  
4265 STATUE ST JOSEPH HOLDING CHRIST PLASTER 42 IN  
4266 STATUE ST CASIMIR PLASTER 42 IN  
4267 ITEM 4 CANDLESTICK HOLDERS 12 IN  
4268 ITEM 6 CANDLESTICK HOLDERS 18 IN  
4269 CHALICE GOLD 11 DIAMONDS  
4270 CLOSET WOOD 4X7 FT  
4271 SACRISITY CAB FOR VESTMENTS WOOD 5XFT 7 DRAWERS W 2 CAB  
4272 FONT MARBLE  
4273 ITEM 6 VESTMENTS  
4275 ORGAN W/BENCH CONN  
4276 DESK-DP-WALNUT  
4277 SWIVEL CHAIR-UPH  
4278 ITEM 2 ARM CHAIRS-CHROME FRAME  
4279 CREDENZA UNIT-60 IN X 20 IN -WALNUT  
4282 DESK 2 PED MTL 36X60 IN WALNUT  
4283 CHAIR SWIVEL MTL NYLON UPH  
4284 SETTEE TWO PASSENGER MTL NYLON UPH  
4285 2-CHAIRS ARM NAUG UPH  
4286 2-TABLES MARBLE TOP 24X24 IN WALNUT FINISH  
4287 ITEM 3 CHAIRS NAUG UPH

Schedule 2.01(c)  
Owned Personal Property

4288	CHAIR SWIVEL NAUG UPH
4289	CHAIR DESK BLACK NAUG UPH
4291	2-CHAIRS LOUNGE MTL NAUG UPH
4292	SETTEE 3 SEAT NAUG UPH
4293	SETTEE WOOD 8 FT NAUG UPH
4294	2-HEADBOARDS LEATHER
4295	2-DRESSERS TRIPLE WALNUT FINISH
4296	2-CHAIRS LEATHER UPH
4297	2-BOOKCASES WALL 20 LIN FEET 6 SHELF
4298	DESK 30X60 WALNUT
4299	LAZY BOY ROCKER + CHAIR LT. GREEN
4300	TYPEWRITER MANUAL
4301	INSTALLATION OF CHAPEL TELEVISION SYSTEM, T.V. SETS PROGRAM
4302	TRIPODS W/DOLLY WHEELS
4303	HEAD TO MOUNT CAMERAS ON TRIPOD
4304	ZOOM LENS W/CONTROLS
4305	CAMERA CABLES ANTENNA SWITCHING ASSEMBLY
4306	CAMERA
4307	MODULATOR FOR THE COLOR CAMERA THAT CONVERTS TO THE MAST
4308	1000FT 3 COND. CABLE FOR CONNECTIONS OF BOTH BUILD
4309	1000FT COAX CABLE
4310	BED WOOD
5731	DOUBLE PEDESTAL DESK 30 X 60
5732	TYPEWRITER
5733	3 DRAWER LATERAL FILE 18 X 36
5734	CREDENZA 18 X 48
7638	SOFA (CHAPLAINS QUARTERS)
7639	CHAIR (ROCKER) (CHAPLAIN QUARTERS)
7656	INTERIOR FURNISHINGS/LINENS CHAPLAIN QUARTERS
7657	DESK CHAIR
7658	DESK CHAIR
7667	REUPHOLSTERED FURNITURE
7675	TABLE AND 4 SOFT CUSHION CHAIRS - AUTOMAN
7798	FURNITURE (PATIO)
8658	SOUND SYSTEM MAC PROJECT
8659	P/C -PRINTER-SOFTWARE CER# 5870
8682	FURNITURE FOR MAC OFFICE
8727	SCREEN 10 X 10
8933	MOVING SIGNS (4)
8995	COPY MACHINE (XEROX) CER# 6057
8996	COPY MACHINE (XEROX) CER# 6057
8997	COPY MACHINE (XEROX) CER# 6057
8998	COPY MACHINE (MAIN) CER# 6057
9044	COPIES CER# 6057
9573	PARTITIONS FOR 6
0754	2-2 DRAWER LATERAL FILE BLACK T/N 9276,9276
0755	12-UPHOLSTERED STACK CHAIRS T/N 9279 9280-9290

Schedule 2.01(c)  
Owned Personal Property

8849	P/C W/SOFTWARE & PRINTER CER# 6016
8395	P/C CER# 6220
9462	PRINTER HP LASERJET CER# 6220
9538	TELEPHONE SYSTEM - 5 LINES
9572	TWINAX WORKSTATION CONTROLLER CER# 6251
9913	P/C W/ACCESSORIES CER# 6386
9914	P/C W/ACCESSORIES CER# 6386
9915	P/C W/ACCESSORIES CER# 6386
9916	P/C W/ACCESSORIES CER# 6386
9917	P/C W/ACCESSORIES CER# 6386
9918	LASER PRINTER W/TOKEN RING CER# 6386
9919	CD ROM CER# 6386
9920	STACKLINK/16 TOKEN RING & RACK MOUNT KIT CER# 6386
9921	STACKLINK/16 TOKEN RING & RACK MOUNT KIT CER# 6386
9922	STACKLINK/16 TOKEN RING & RACK MOUNT KIT CER# 6386
12200	TELEPHONE SYSTEM NEC CER#02-0026
10902	DATA & TELEPHONE LINES INSTALLED FOR CER# 9816
7367	VOICE MAIL SYSTEM CER# 5208
7432	DAVID VOICE SYSTEM/INFORMATION MANAGER CER# 5082
7573	CELLULAR PHONE W/ACCESSORIES (2) CER# 5329
8249	TELEPHONES FOR ACCTG AND PURCHASING AREAS CER#5608
8255	TELEPHONE SYSTEM ZDT CER# 5608
8359	AUTOMATION OF SWITCHBOARD CER# 5676
8432	P/C GATEWAY 2000 POWER PAINT CER# 5710
8489	PAGING SYSTEM CER# 5691
8517	PAGERS (30) MOTOROLA CER# 5774
8780	PAGERS (50)
9273	ACOUSTIC PANELS, WORKSURFACES & FLIPPER CA CABINETS CER#6158
9659	VOICE MAIL COMPUTER
10659	3 COM 6 PORT FIBER HUB CER# 9816
10710	P/C WITH MONITOR CER# 9835
10711	P/C WITH MONITOR CER# 9835
10712	P/C WITH MONITOR CER# 9835
10713	P/C WITH MONITOR CER# 9835
10714	P/C WITH MONITOR CER# 9835
10740	TELEPHONE SYSTEM UPGRADE--CINPHONY CER# 9815
10741	MONITOR--SONY INTEGRATED TOUCH CE# 9835
10742	PERSONAL COMPUTER CER# 9835
10757	TELE DIRECTORY NETWORK & TRAINING CER# 9835
10758	PERSONAL COMPUTER CER# 9835
10759	EASY ACCESS/400 SOFTWARE CER# 9835
10903	INTEGRATED TOUCH MONITOR CER# 9835
10904	LCD TOUCH SCREEN W/WALL MOUNT CER# 9835
10905	PMC MAIL SOFTWARE CER# 9835
10909	TELEPHONES & INSTALLATION CP9
11002	INTRANET AND NETWARE SOFTWARE CER# 9835
11003	PAGING SYSTEM UPGRADE CER# 9835

Schedule 2.01(c)  
Owned Personal Property

11004 TRANSMITTER-COMMUNICATIONS UPGRADE CER# 9835  
12079 3 COM SUPERSTACK 310/100 HUB CER# 02-0026  
12090 ASYNC FIBER OPTIC MUX-24 (2) CER# 02-0026  
12146 VOICE MAIL BOXES (300) CER#02-0026  
12150 TRAINING FOR NEW NEC TELEPHONE SYSTEM CER#02-0026  
12155 HARDWARE FOR NEW TELEPHONE SYSTEM CER# 02-0026  
12174 VOICE MAIL CONVERSION CER# 02-0026  
12181 COMPUTER HARDWARE FOR NEW TELEPHONE SYSTEM CER#02-0026  
12201 INSTALLATION NEW TELEPHONE SYSTEM CER#02-0026  
12235 WIRELESS TELEPHONES W/HIGH CAP BATTERY PACK (15) CER04-0004  
0811 CAMERA W/ACCESS  
0812 DENSITOMETER  
0813 BINDER W/CABINET  
4894 COLLATOR W/JOGGER & STAPLER CER#4194  
4928 FILM DRIER CER#4184  
5183 SECOND COLOR HEAD T-51 CER# 4292  
5184 CHAIN DELIVERY/STACKER & NOZZLE POWDER SPRAY CER# 4295  
5185 ADDRESSING SYSTEM SCRIPTOMATIC CER# 4296  
5868 ELECTROSTATIC CAMERA CER# 4476  
5879 PROCESSOR DIFFUSION TRANSFER CER# 4504  
8131 LAMINATOR CER# 5521  
8304 DESKTOP PUBLISHING SYSTEM COMPLETE CER# 5628  
8751 BERBER POP LETTER W/ACCES CER# 5957  
9141 CUTTER  
4789 9 DRAWER FILE CABINET OLD T/N 9406  
9910 P/C W/ACCESSORIES CER# 6388  
9911 LASER PRINTER CER# 6388  
12515 POSTAGE MACHINE W/ACCESSORIES CER# 06-0047  
11829 CHAIRS (10) CP6  
11631 DESKS (2) CP6  
11630 TABLE & CHAIRS CP5  
11633 EXECUTIVE CHAIRS (2) CP6  
11628 FILE CABINET CP5  
11632 ROUND TABLE CP6  
1293 HN314P 28 1/2 4DWR FILE CABT W/LOCK  
1295 TYPEWRITER  
4924 TYPEWRITER CER#4179  
5411 CALCULATOR  
6184 TYPEWRITER ELECTRONIC EXXON 210 CER# 4612  
7289 COPIER W/AUTO FEED CER#  
7792 TYPEWRITER CER#5379  
8248 TYPEWRITER PANASONIC KXE 4020 CER#5591  
8779 COMPAQ P/C & LASERJET PRINTER/SOFTWARE CER# 5989  
8876 FAX MACHINE CER# 5987  
9006 P/C W/LASER JET PRINTER CER# 7000  
9052 OFFICE FURNITURE FOR VICKI PIPER CER# 6098  
9059 P/C W/ SOFTWARE & EMULATION CARDS CER# 6110 & CER# 6111

Schedule 2.01(c)  
Owned Personal Property

9060 P/C W/SOFTWARE & EMULATION CARDS CER# 6110 & CER# 6111  
 9086 PHONE SYSTEM CER# 6125  
 9463 ARCSERVE FOR HDR NETWORKING CER# 6231  
 9464 NETWORKING HARDWARE CER# 6231  
 9465 PC W/MONITOR/OFFICE PRO F CER# 6231  
 9466 PC W/MONITOR/OFFICE PROF CER# 6231  
 9467 HARD DRIVE W/CABLE KIT CER# 6231  
 9468 NETWORKING HARDWARE CER# 6231  
 9697 P/C W/MONITOR/PRINTER/WINDOWS CER# 6231  
 9698 P/C W/MONITOR/PRINTER/WINDOWS CER# 6231  
 9699 P/C W/MONITOR/PRINTER/WINDOWS CER# 6231  
 9700 P/C W/MONITOR/PRINTER/WINDOWS CER# 6231  
 9701 MONITORS (2) WINDOES (2) CER# 6231  
 9837 P/C W/MONITOR & MS OFFICE CER# 6377  
 9838 P/C W/MONITOR & MS OFFICE CER# 6377  
 9839 P/C W/MONITOR & MS OFFICE CER# 6377  
 9840 P/C W/MONITOR & MS OFFICE CER# 6377  
 9912 FAX MACHINE CER# 6417  
 9949 P/C AND LASER PRINTER CER# Z6433  
 12248 P/C COMPAQ DESKTOP CER# 04-0010  
 5407 CASH REGISTER NIKKAM S/N 32020124  
 11897 DUMBELLS W/RACK AND WEIGHTS CER#0028  
 11898 LIFE FITNESS SMITH MACHINE CER# 0028  
 11899 LIFE FITNESS CROSS TRAINER CER# 0028  
 11900 LIFE FITNESS CROSS TRAINER CER# 0028  
 11901 LIFE FITNESS RECUMBENT BIKE CER# 0028  
 11902 LIFE FITNESS TREADMILL CER# 0028  
 11903 SCHWINN EV COMP BIKE CER# 0028  
 11921 SECURITY SYSTEM FOR FITNESS CENTER CER# 9966  
 5521 NICOLET BIOMEDICAL, P.O. 28778 CER# 4367,INV.SA31104  
 7989 NEUROPACK 2000 CER# 5450  
 5172 BEDS FOR ON CALL DOCTORS (5)  
 9090 CARPETING  
 11830 SHELVING RIVET W/WIRE DECK SHELVES CER# 0048  
 8312 BOLTLESS RECORD STORAGE UNITS CER# 5611  
 7446 TYPEWRITER & DISPLAY  
 4366 AMANA MICROWAVE PUSH BUTTON MDL 1X1706  
 4367 15-LAZY-BOY RECLINER CHAIRS T/N 9353-9367  
 4804 LA-Z-BOY SHOWCASE, P.O. 10276 CER# 4103, INV. DATED 7-1  
 4880 DESITTER BROS. P. O. 10280, CER #4159 INV. 25568TC  
 5015 POLK BROS., P.O. 15595, CER# 4229 INV. 8242675  
 5109 ERGOMETER ATEE CER# 4232

The following sets forth a depreciation schedule which lists all equipment with a remaining value as of June 30, 2010 of \$1,000 or greater associated with, or constituting any part of, the Assets:

Asset	Asset Description	Cost	Accum Depr.	Book Value
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Schedule 2.01(c)  
Owned Personal Property

lumber				
12970	250 PUMPS INFUSION W/FIRMWARE	1,804,372.00	496,202.26	1,308,169.74
13023	MRI CER# 06-0013	1,624,637.00	541,545.60	1,083,091.40
13380	EDM-HIM SYSTEM CER# 10-0023	989,796.00	115,476.20	874,319.80
13049	PACS SYSTEM(PICTURE ARCHIVAL COMMUNICATION SYS)CER#08-0088	893,912.00	253,275.01	640,636.99
13089	C/T SCANNER -AQUILION 16 SLICE WHOLE BODY CER# 07-0071	567,000.00	160,650.00	406,350.00
12862	UPGRADE SUREMED DRUG DELIVERY SYSTEM CER# 08-0020	830,971.65	444,140.09	386,831.56
11837	BEDS (161)	1,186,920.98	804,468.69	382,452.29
13128	SOFTWARE-EMERGISOFT CER# 08-0041	474,158.61	184,394.98	289,763.63
12969	LAB COMPUTER UPGRADE HARDWARE & SOFTWARE CER# 07-0022	468,069.94	210,631.50	257,438.44
13050	COMPUTED RADIOLOGY SYSTEM CER# 08-0044 PACS	353,886.55	99,951.27	253,934.28
12993	CYSTO TABLE CER# 08-0087	290,892.88	40,401.75	250,491.13
13456	PERINATAL SECURITY SYSTEM (OBIX)CER# 10- 0026	240,722.01	12,036.08	228,685.92
13100	DIGITAL TELEMETRY MONITORS CLINICAL SUITE CER# 09-0025	302,802.44	75,676.87	227,125.57
12200	TELEPHONE SYSTEM NEC CER#02-0026	724,195.25	618,783.06	205,412.19
12873	DIGITAL CATH LAB CER# 07-0005	596,824.00	397,682.70	199,141.30
12995	NUCLEAR CAMERA GOLDSEAL INFINIA II CER# 08- 0076	319,988.60	133,328.53	186,660.07
13101	MUSE SYSTEM -EKG INFORMATION MGNT SYSTEM CER# 09-0007	242,071.80	60,517.95	181,553.85
13398	URINALYSIS SYSTEM COMPLETE AUTOMATED CER# 10-0047	122,000.00	12,169.98	109,830.02
13027	VOICE RECOGNITION SYSTEM CER# 08-0123	158,612.90	50,227.45	108,385.45
12863	SERVER I/SERIES525 UPGRADE FR I/SERIES 170 & 820 CER# 08-0082	196,871.49	101,716.89	95,154.60
11838	SLEEP SURFACE (69)	262,674.72	178,035.03	84,639.69
12876	STEAM STERILIZER W/ SITE PREP CER# 08-0003	100,253.08	16,700.43	83,552.65
13410	INFANT SECURITY SYSTEM CER# 10-0040	67,476.46	2,784.96	64,691.50
13450	NURSES CALL SYSTEM CER# 10-0037	66,228.33	1,655.70	64,572.63
13449	NURSES CALL SYSTEM CER# 10-0037	66,228.33	1,655.70	64,572.63
13451	NURSES CALL SYSTEM CER# 10-0037	66,228.32	1,655.70	64,572.62
13452	SURGICAL TOWERS WITH LAP CAMERA CER# 10- 0050	68,220.96	3,311.04	62,909.92
13453	SURGICAL TOWERS WITH LAP CAMERA CER# 10-			

Schedule 2.01(c)  
Owned Personal Property

	0050	56,220.96	3,311.04	62,909.92
13454	SURGICAL TOWERS WITH LAP CAMERA CER# 10-0050	56,220.96	3,311.04	62,909.92
13455	SURGICAL TOWERS WITH LAP CAMERA CER# 10-0050	66,220.96	3,311.04	62,909.92
12426	PACU MONITORING SYSTEM CER# 06-0005	165,159.29	112,891.60	52,267.69
13116	UPDATE CARD ACCESS SYSTEM CER# 09-0019	68,000.00	15,866.62	52,133.38
13250	MICROSCOPE-OPHTHALMIC W/OPMI LUMERA/XY COUPLING CER#09-0046	58,147.56	8,998.99	49,148.57
12583	WITT HEMODYNAMIC PATIENT MONITORING SYSTEM CER# 07-0010	100,670.30	53,930.56	46,739.74
13367	SURGICAL TABLE CER# 10-0030	46,776.52	2,078.96	44,697.56
12558	ENDO TOWERS CER#06-0087	224,912.78	183,667.35	41,245.43
12548	SELF CONTAINED TRASH COMPACTOR CER#06-0049	57,702.00	23,561.65	34,140.35
12817	WASHER DISINFECTION MACHINE FOR SURGICAL INST CER# 07-0067	55,979.39	23,012.00	32,967.39
13000	PULMONARY FUNCTION MACHINE CER# 08-0122	42,683.16	11,110.53	31,572.63
13154	LOCKERS ON WHEEL BASE W/ACCESSORIES CER# 08-0037	35,020.72	3,648.00	31,372.72
13476	CHEVY 2009 SILVERADO 1500 CER# 10-0060	29,818.00	621.21	29,196.79
12941	NURSES CALL SYSTEM CER# 08-0086	37,431.20	8,794.87	28,636.33
12942	NURSES CALL SYSTEM CER# 08-0086	37,431.21	9,045.97	28,385.24
15054	NETWORK UPGRADE FOR PACS SYSTEM CER# 08-0088	38,258.39	10,639.86	27,418.51
13283	VENTILATOR 840 CER# 10-0010	29,789.74	2,482.50	27,307.24
13281	VENTILATOR 840 CER# 10-0010	29,789.73	2,482.50	27,307.23
13282	VENTILATOR 840 CER# 10-0010	29,789.73	2,482.50	27,307.23
12773	CYSTOSCOPY TABLE CER# 08-0005	32,706.62	6,359.50	26,347.12
13286	SLIDE STAINER CER# 10-0006	30,128.00	3,945.37	26,182.63
11642	CHAIRS -PATIENT HIGHBACK (240)	77,800.80	62,731.75	25,069.05
11840	CABINETS CLASSIC BEDSIDE (240)	73,920.00	50,101.43	23,818.57
13029	WINDOPATH SERVER MIGRATION & UPGRADE CER# 08-0135	34,535.65	10,755.58	23,780.07
13090	PROJECT INJECTOR FOR 16 SLICE C/T SCANNER CER# 07-0071	31,950.00	9,052.50	22,897.50
12401	ANESTHESIA MACHINE & ACCESSORIES CER# 05-0019	82,898.68	60,200.29	22,698.39
12402	ANESTHESIA MACHINE & ACCESSORIES CER# 05-0019	82,898.68	60,200.29	22,698.39

Schedule 2.01(c)  
Owned Personal Property

12403	ANESTHESIA MACHINE & ACCESSORIES CER# 05-0019	82,898.68	60,200.29	22,698.39
12404	ANESTHESIA MACHINE & ACCESSORIES CER# 05-0019	82,898.68	60,200.29	22,698.39
12405	ANESTHESIA MACHINE & ACCESSORIES CER# 05-0019	82,898.68	60,200.29	22,698.39
12852	EQUIP & SOFTWARE UPGRADE MAIN TELEPHONE SYSTEM CER#08-0059	43,365.65	20,903.42	22,462.23
12398	HEMATOLOGY ANALYZER CER# 05-0042	81,250.00	59,002.91	22,247.09
12399	HEMATOLOGY ANALYZER CER# 05-0042	81,250.00	59,002.91	22,247.09
12526	STERILIZER CER# 06-0035	31,248.26	9,027.20	22,221.06
13041	REMOTE ACCESS SERVER & 100 DEVICE LICENSES E-MAIL CER09-0011	30,764.22	9,229.32	21,534.90
13194	SERVER FOR NEW ED CER# 08-0037	28,497.41	7,124.39	21,373.02
12579	BRONCHOSCOPY SYSTEM VIDEO CER# 07-0014	84,170.65	63,127.98	21,042.67
13284	COLONOSCOPE-VIDEO CER# 10-0008	29,040.00	8,066.70	20,973.30
13445	COMPUTER HARDWARE TO SUPPORT FBC/OBIX PROJECT CER# 10-0040	21,690.70	1,446.04	20,244.66
12092	ORTHOPEDIC SURGERY TABLE CER# 02-0027	43,605.68	24,225.28	19,380.40
12587	VENTILATOR PURITAN-BENNETT 840 CER 07-0015	30,004.35	11,001.69	19,002.66
12588	VENTILATOR PURITAN BENNETT 840 CER#07-0015	30,004.34	11,001.68	19,002.66
12589	VENTILATOR PURITAN-BENNETT 840 CER# 07-0015	30,004.34	11,001.68	19,002.66
12590	VENTILATOR PURITAN BENNETT 840 CER# 07-0015	30,004.34	11,001.68	19,002.66
12591	VENTILATOR PURITAN-BENNETT 840 CER# 07-0015	30,004.34	11,001.68	19,002.66
12592	VENTILATOR PURITAN-BENNETT 840 CER# 07-0015	30,004.34	11,001.68	19,002.66
12593	VENTILATOR PURITAN-BENNETT 840 CER# 07-0015	30,004.34	11,001.68	19,002.66
12594	VENTILATOR PURITAN-BENNETT 840 CER# 07-0015	30,004.34	11,001.68	19,002.66
11830	SHELVING RIVET W/WIRE DECK SHELVES CER# 0048	35,590.19	18,087.84	17,502.35
13285	GASTROSCOPE-VIDEO CER# 10-0008	24,200.00	6,722.20	17,477.80
12044	STERILIZER-AMSCO RENAISSANCE CER# 0124	43,893.14	26,579.65	17,313.49
11841	TABLES-OVERBED (240)	53,592.00	36,323.37	17,268.63
12202	GE GOLD SEAL MILLENNIUM MPR & ENTEGRA WORKSTN CER#02-0034	163,850.00	146,782.25	17,067.75
12021	BUYOUT OF SEIMENSSERVO 300A VENTILATORS CER# 0095	200,347.50	183,651.85	16,695.65
13042	DIGITAL EEG MACHINE CER# 08-0101			

Schedule 2.01(c)  
Owned Personal Property

		20,716.46	4,192.59	16,523.87
12094	BIRTHING TABLE W/ANESTHESIA ARMBORDS CER#02-0028	27,984.44	11,660.00	16,324.44
13415	ISOLETTE INCUBATOR/CABINET CER# 10-0040	16,732.54	697.20	16,035.34
13416	ISOLETTE INCUBATOR/CABINET CER# 10-0040	16,732.54	697.20	16,035.34
13417	ISOLETTE INCUBATOR/CABINET CER# 10-0040	16,732.54	697.20	16,035.34
12508	PORTABLE XRAY UNIT C-ARM CER# 06-0063	115,927.88	100,470.68	15,457.00
13411	MONITOR/FETAL CER#10-0040	16,150.25	961.32	15,188.93
13412	MONITOR/FETAL CER# 10-0040	16,150.25	961.32	15,188.93
13413	MONITOR/FETAL CER# 10-0040	16,150.25	961.32	15,188.93
13414	MONITOR/FETAL CER# 10-0040	16,150.25	961.32	15,188.93
13114	GLIDE SCOPE SYSTEM CER# 09-0029	19,573.12	4,587.08	15,006.04
13461	INFANT CARE BED RESP W/ WARMING & BILLI LIGHT.CER#10-0040	15,207.73	253.46	14,954.27
13462	INFANT CARE BED RESP W/ WARMING & BILLI LIGHT.CER# 10-0040	15,207.73	253.46	14,954.27
13463	INFANT CARE BED RESP W/ WARMING & BILLI LIGHT.CER#10-0040	15,207.73	253.46	14,954.27
13464	INFANT CARE BED RESP W/ WARMING & BILLI LIGHT CER# 10-0040	15,207.70	253.46	14,954.24
12297	INTRA-AORTIC BALLOON PUMP W/ACCESSORIES CER# 04-0019	37,788.50	22,974.56	14,791.94
13475	TRANSPORT INCUBATOR 500 CER# 10-0040	14,777.43	246.30	14,531.13
12151	STRYKER SURGICAL POWER INSTRUMENTS CER# 02-0060	74,903.87	60,422.04	14,481.83
12462	CHEM DAQ GAS MONITOR & ALARM SYSTEM CER# 06-0022	33,980.00	19,819.51	14,160.49
13181	PATIENT MONITORING SYSTEM CER# 08-0037	17,160.13	3,064.34	14,095.79
13182	PATIENT MONITORING SYSTEM CER# 08-0037	17,160.13	3,064.34	14,095.79
13183	PATIENT MONITORING SYSTEM CER# 08-0037	17,160.13	3,064.34	14,095.79
13184	PATIENT MONITORING SYSTEM CER# 08-0037	17,160.13	3,064.34	14,095.79
13185	PATIENT MONITORING SYSTEM CER# 08-0037	17,160.13	3,064.34	14,095.79
13186	PATIENT MONITORING SYSTEM CER# 08-0037	17,160.13	3,064.34	14,095.79
13187	PATIENT MONITORING SYSTEM CER# 08-0037	17,160.13	3,064.34	14,095.79
13188	PATIENT MONITORING SYSTEM CER# 08-0037	17,160.13	3,064.34	14,095.79
13189	PATIENT MONITORING SYSTEM CER# 08-0037	17,160.13	3,064.34	14,095.79

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13190	PATIENT MONITORING SYSTEM CER#08-0037	17,150.13	3,064.34	14,095.79
13191	PATIENT MONITORING SYSTEM CER# 08-0037	17,160.13	3,064.34	14,095.79
13192	PATIENT MONITORING SYSTEM CER# 08-0037	17,160.13	3,064.34	14,095.79
13193	PATIENT MONITORING SYSTEM CER# 08-0037	17,160.13	3,064.34	14,095.79
13180	PATIENT MONITORING SYSTEM CER# 08-0037	17,160.09	3,064.34	14,095.75
13113	IPC SYSTEM & ENDO SCRUB 2 CER# 09-0027	17,513.95	4,086.60	13,427.35
12870	BACK UP SOLUTION FOR NETWORK CER# 08-0075	25,865.29	13,363.79	12,501.50
13442	CREDENTIALING SOFTWARE CER#10-0038	14,500.00	2,013.90	12,486.10
12968	ULTRASOUND CER# 08-0110	22,000.00	9,881.00	12,119.00
13102	COMPUTER HARDWARE FOR MUSE SYSTEM CER# 09-0007	16,128.49	4,032.15	12,096.34
12851	UPS MODULE FOR BACK UP SUPPORT FOR I.S. EQUIP CER# 08-0060	25,213.33	13,258.87	11,954.46
13160	OFFICE FURNITURE CER# 08-0037	12,817.40	1,068.14	11,749.26
12822	SURGICAL POWER DRILL MAXI CER# 08-0004	16,329.94	4,626.72	11,703.22
13204	WIRELESS NETWORK FOR NEW ED CARTS CER# 08-0037	15,089.47	3,682.99	11,416.48
12869	I.V. POLES W/HOOKS (100) CER# 08-0042	13,745.15	2,386.77	11,378.38
13040	METAL DETECTOR FOR MRI CER# 08-0013	16,100.00	4,829.94	11,270.06
12406	ANESTHESIA MACHINE & ACCESSORIES CER# 05- 0019	40,147.81	29,154.95	10,992.86
12407	ANESTHESIA MACHINE & ACCESSORIES CER# 05- 0019	40,147.81	29,154.95	10,992.86
13375	BILLI BLANKET PHOTO THERPY CER# 10-0040	11,329.13	660.87	10,668.26
13376	BILLI BLANKET PHOT THERPY CER# 10-0040	11,329.12	660.87	10,668.25
13015	2008 JEEP PATRIOT	20,398.00	9,774.08	10,623.92
13244	OXYGEN FLOWMETERS/REGULATORS/SAFE TRAPS (35) N.ED #08-0037	12,926.00	2,308.21	10,617.79
13014	2008 JEEP PATRIOT	20,348.00	9,750.13	10,597.87
13028	DISHWASHER UPGRADE CER# 08-0128	12,522.60	1,982.75	10,539.85
13025	BLADDER SCAN CER# 08-0139	15,294.75	4,843.29	10,451.45
12692	PUMP-PORTABLE SUCTION W 30 LPM FLOW ROTARY(14) CER# 07-0006	16,410.20	6,153.75	10,256.45
13127	WEBSense 3 YR LICENSE & UPGRADE TO 400 USERS CER#09-0047	16,527.00	6,427.13	10,099.87
13034	PHOENIX DIALYSIS SYSTEM CER# 09-0018			

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		14,391.23	4,317.32	10,073.91
13035	PHOENIX DIALYSIS SYSTEM CER# 09-0018	14,391.22	4,317.31	10,073.91
13036	PHOENIX DIALYSIS SYSTEM CER# 09-0018	14,391.22	4,317.31	10,073.91
13037	PHOENIX DIALYSIS SYSTEM CER# 09-0018	14,391.22	4,317.31	10,073.91
13038	PHOENIX DIALYSIS SYSTEM CER# 09-0018	14,391.22	4,317.31	10,073.91
13039	PHOENIX DIALYSIS SYSTEM CER# 09-0018	14,391.22	4,317.31	10,073.91
11750	SURGICAL TABLE ELECTRO/HYDRAULIC CER# 0025	33,727.44	23,796.57	9,930.87
11751	SURGICAL TABLE ELECTRO/HYDRAULIC CER# 0025	33,727.43	23,796.56	9,930.87
13465	PCA EPIDURAL PUMP CER# 10-0048	9,931.68	165.52	9,766.16
13466	PCA EPIDURAL PUMP CER# 10-0048	9,931.68	165.52	9,766.16
13467	PCA EPIDURAL PUMP CER# 10-0048	9,931.68	165.52	9,766.16
13468	PCA EPIDURAL PUMP CER# 10-0048	9,931.68	165.52	9,766.16
13489	PCA EPIDURAL PUMP CER#10-0048	9,931.68	165.52	9,766.16
13470	PCA EPIDURAL PUMP CER# 10-0048	9,931.68	165.52	9,766.16
13471	PCA EPIDURAL PUMP CER# 10-0048	9,931.68	165.52	9,766.16
13472	PCA EPIDURAL PUMP CER# 10-0048	9,931.68	165.52	9,766.16
13473	PCA EPIDURAL PUMP CER# 10-0048	9,931.68	165.52	9,766.16
13474	PCA EPIDURAL PUMP CER# 10-0048	9,931.62	165.52	9,766.10
13383	TOURNIQUET- AUTOMATIC CER# 10-0031	10,100.00	505.02	9,594.98
12823	SURGICAL POWER DRILL MINI CER# 08-0004	13,124.40	3,718.58	9,405.82
13369	PATIENT MONITORING SYSTEM CER# 10-0025	10,050.58	837.55	9,213.03
13370	PATIENT MONITORING SYSTEM CER# 10-0025	10,050.58	837.55	9,213.03
13371	PATIENT MONITORING SYSTEM CER# 10-0025	10,050.58	837.55	9,213.03
13372	PATIENT MONITORING SYSTEM CER# 10-0025	10,050.58	837.55	9,213.03
13373	PATIENT MONITORING SYSTEM CER# 10-0025	10,050.58	837.55	9,213.03
13368	PATIENT MONITORING SYSTEM CER# 10-0025	10,050.56	837.55	9,213.01
11881	SINKS/WALL CABINETS/COUNTERS FOR 9 EXAM ROOMS CP10	27,923.79	18,770.83	9,152.96
13400	PC (11)BELKIN (S)UPGRADES MED REC EDM PROJ CER#10-0016	9,975.69	997.56	8,978.13

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13256	COMPUTER EQUIPMENT U OF C PROJECT CER# 09-0028	11,366.55	2,462.72	8,903.83
13384	TOURNIQUET-AUTOMATIC CER# 10-0031	9,100.00	454.98	8,645.02
13385	TOURNIQUET-AUTOMATIC CER# 10-0031	9,100.00	454.98	8,645.02
13246	SPHYGMOMANOMETER,ANEROID WALL MOUNT (15) NEW ED CER# 08-0037	9,749.40	1,218.68	8,530.72
13407	DEFIBRILLATOR/MONITOR FBC CER# 10-0040	9,239.10	769.93	8,469.17
13408	DEFIBRILLATOR/MONITOR CER# 10-0040	9,239.10	769.93	8,469.17
11882	OFFICE FURNITURE CP10	25,775.42	17,326.92	8,448.50
13112	ELECTROSURGICAL UNIT CER# 09-0026	10,027.38	1,671.18	8,356.20
13109	ELECTROSURGICAL UNIT CER# 09-0026	10,027.36	1,671.18	8,356.18
13110	ELECTROSURGICAL UNIT CER# 09-0026	10,027.36	1,671.18	8,356.18
13111	ELECTROSURGICAL UNIT CER# 09-0026	10,027.36	1,671.18	8,356.18
13353	BIPAP VISION CER# 10-0024	8,936.29	595.76	8,340.53
13354	BIPAP VISION CER# 10-0024	8,936.29	595.76	8,340.53
13355	BIPAP VISION CER# 10-0024	8,936.29	595.76	8,340.53
12581	PUMP-CONSTANT INTERMITTENT SUCTION (8) CER# 07-0006	13,044.49	4,891.62	8,152.87
13051	DICOM STORAGE SOFTWARE SEQUOIA UPGRADE PACS CER# 08-0088	15,400.00	7,272.26	8,127.74
13210	COMPUTER EQUIPMENT FOR SPACELABS IN NEW ED CER# 08-0037	10,809.03	2,702.25	8,106.78
13287	CYSTOSCOPE-VIDEO FLEX W/SUCTION & FIBER LIGHT CER# 10-0009	11,201.70	3,111.60	8,090.10
13288	CYSTOSCOPE-VIDEO FLEX W/SUCTION & FIBER LIGHT CER#10-0009	11,201.70	3,111.60	8,090.10
12408	ACCURUS 800CS MULTI-FUNCTION SYSTEM SYNTHES INSTRUMENTATION SYSTEM CER# 04-0020	99,000.00	90,978.69	8,021.31
12302	DUAL MONITRS (12)&RMTE ELECT DISTB MED REC EDM CER#10-0023	20,348.42	12,360.71	7,987.71
13399	SIDE CHAIRS W/ARMS 3RD FLOOR PHY PAVILION (50) CER# 07-0048	8,798.80	879.90	7,918.90
12676	URETEROSCOPE CER# 10-0051	9,975.00	2,161.38	7,813.62
13444	TYMPSTAR 2000 MIDDLE EAR SYSTEM CER# 10-0044	8,541.59	949.08	7,592.51
13386	VSI LICENSES FOR SPACELABS MONITORS CER# 10-0036 EDM PROJ	7,930.00	396.48	7,533.52
13383	CLOSET EQUIPMENT NEW ED COMP NETWORK CONNECT CER# 08-0037	9,630.00	2,140.00	7,490.00
13203	DUAL CHANNEL URETEROSCOPE CER# 07-0068	9,971.16	2,492.84	7,478.32
12769				7,455.12

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		13,046.35	5,591.23	
11796	SHELVES & INSTALLATION CER# 0056	14,990.00	7,620.12	7,369.88
12741	MONITOR-VITAL SIGNS MCARE 300 CER# 07-0060	13,149.21	5,791.98	7,357.23
12868	ULTRASOUND-PORTABLE - PICC LINE PLACEMENT CER#08-0066	14,846.00	7,670.39	7,175.61
11405	CHAIRS (396) AUBERGINE FRAME FINISH CP4	35,525.16	28,420.02	7,105.14
12095	BIRTHING TABLE W/ANES ARMBORDS REMANUFACTURED CER# 02-0028	11,830.00	4,929.00	6,901.00
13157	DEFIBRILLATOR W/ACCES CER# 08-0037	9,150.30	2,287.58	6,862.72
13158	DEFIBRILLATOR W/ACCES CER# 08-0037	9,150.30	2,287.58	6,862.72
13092	SERVER FOR WINDPATH UPGRADE CER# 08-0135	9,344.50	2,491.49	6,853.01
13286	CONTROL UNIT W/LIGHT SOURCE FOR CYSTOSCOPE CER#10-0009	9,392.66	2,542.12	6,850.54
12675	MOBILE STAND GLIDESCOPE SYSTEM W/MONITOR & CASE CER#07-0052	18,737.50	12,179.51	6,558.19
11698	CHAIRS (70) CP7	25,574.43	19,038.72	6,535.71
12568	CLARITY SCREENER CER# 06-0091	25,415.00	19,061.23	6,353.77
12563	PERFORATED BEAM SEATING FOR ER CER# 06- 0077	10,560.50	4,224.14	6,336.36
12127	CHAIRS (66) CER# 02-0041	13,239.60	7,100.51	6,139.09
11618	CHAIRS (67) W/REPLACEMENT PARTS CP5	26,180.79	20,072.10	6,108.69
12549	CHAIRS (105) CER# 06-0078	8,345.00	2,271.64	6,073.36
13159	BLANKET WARMER CER# 08-0037	6,620.27	551.69	6,068.58
12075	MEDICATION CARTS (23) CER# 02-0017	39,827.08	33,842.17	5,984.91
12994	AUDIOMETER CER# 08-0121	7,233.50	1,507.00	5,726.50
12951	UPDATE WEBSense & DNS SERVERS CER#08-0108	10,574.46	4,934.72	5,639.74
12674	BED SIDE RAIL INSERTS 90 CER# 07-0041	7,148.70	1,548.89	5,599.81
12677	MICROSCOPE-PATHOLOGY CER# 07-0045	10,430.55	4,842.68	5,587.87
13002	CENTRIFUGE CYTOSPIN 4 CER# 08-0134	7,785.00	2,317.00	5,468.00
13009	TABLE POWERED BEACH CHAIR CER# 08-0077	6,230.71	830.77	5,399.94
12480	STRESS TESTING EQUIPMENT CER# 06-0042	9,750.00	4,387.50	5,362.50
13209	SEATING FOR WAITING ROOM NEW ED CER# 08- 0037	5,669.80	472.49	5,197.31
13409	CABINETS/BEDSIDE (18) CER# 10-0040	5,296.92	147.15	5,149.77

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13377	BI POLAR CYSTO TRAY WWORKING ELEMENT CER# 10-0014	5,782.53	674.66	5,107.87
13378	BI POLAR CYSTO TRAY WWORKING ELEMENT CER# 10-0014	5,782.53	674.66	5,107.87
12580	LIGHT SOURCE CER# 07-0009	6,755.39	1,691.42	5,073.97
13052	DICOM SOFTWARE UPGRADE GE FOR PACS SYSTEM CER# 08-0088	9,325.00	4,403.51	4,921.49
13308	SEATING FOR ED CER# 10-0002	5,137.20	256.86	4,880.34
12748	MONITOR CARDIAC UTLRAVIEW SL2400 CER#07- 0059	8,692.51	3,828.76	4,863.75
12749	MONITOR - CARDIAC ULTRA VIEW SL2400 CER# 07- 0059	8,692.51	3,828.76	4,863.75
12750	MONITOR - CARDIAC ULTRA VIEW SL2400 CER# 07- 0059	8,692.51	3,828.76	4,863.75
13459	CADAVER CARRIER CER# 10-0041	4,901.43	122.55	4,778.88
13289	CYSTOSCOPE FLEXIBLE CER# 10-0009	6,596.25	1,832.30	4,763.95
12331	COMMUNICATIONS CABLING FOR ENDOSCOPY EQUIPMENT CER#05-0006	6,800.00	1,870.00	4,730.00
12482	SERVER- PROLIANT FOR PHARMACY CER# 05-0024	46,467.97	41,798.92	4,669.05
13379	CYBER LAB IRIS IQ200 INSTRUMENT INTERFACE CER# 10-0047	5,700.00	1,108.31	4,591.69
12527	CAREPOINT EMS WORKSTATION CER#06-0004	33,851.84	29,335.80	4,516.04
12495	MOBILE X-RAY UNIT CER#06-0054	38,378.00	33,898.80	4,477.20
12317	MOBILE IMAGING SYSTEM W/NETWORK & MONITORS CER 05-0006	22,873.51	18,516.63	4,356.88
12113	STRAIGHT TRACTION EXT AND ORTHO TABLE CER#02-0039	9,497.48	5,152.65	4,344.81
12346	BIPAP VISION VENTALLATION UNIT CER# 05-0016	9,467.28	5,128.06	4,339.22
12347	BIPAP VISION VENTILLATION UNIT CER# 05-0016	9,467.28	5,128.06	4,339.22
12348	BIPAP VISION VENTILLATION UNIT CER# 05-0016	9,467.28	5,128.06	4,339.22
12349	BIPAP VISION VENTILLATION UNIT CER# 05-0016	9,467.28	5,128.06	4,339.22
13018	LAPROSCOPIC INSTRUMENTS CER# 08-0005	6,832.50	2,505.25	4,327.25
12665	FILE UNITS (5) COMPLETE & INSTALLED CER# 07- 0025	5,586.28	1,272.42	4,313.86
12618	PILLOW SPEAKERS -NURSE & TV CER# 07-0024 (231)	14,235.97	9,965.20	4,270.77
11480	LOCKERS ON WHEEL BASE W/ACCESSORIES CER# 9851	17,293.28	13,065.98	4,227.30
13137	STRETCHER WWHEELS CER# 06-0037	4,595.50	382.95	4,212.55
13138	STRETCHER WWHEELS CER# 08-0037	4,595.50	382.95	4,212.55
13139	STRETCHER WWHEELS CER# 08-0037	4,595.50		4,212.55

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			382.95	
13140	STRETCHER WWHEELS CER# 08-0037	4,595.50	382.95	4,212.55
13141	STRETCHER WWHEELS CER# 08-0037	4,595.50	382.95	4,212.55
13142	STRETCHER WWHEELS CER# 08-0037	4,595.50	382.95	4,212.55
13143	STRETCHER WWHEELS CER# 08-0037	4,595.50	382.95	4,212.55
13144	STRETCHER WWHEELS CER# 08-0037	4,595.50	382.95	4,212.55
13145	STRETCHER WWHEELS CER# 08-0037	4,595.50	382.95	4,212.55
13146	STRETCHER WWHEELS CER# 08-0037	4,595.50	382.95	4,212.55
13147	STRETCHER WWHEELS CER# 08-0037	4,595.50	382.95	4,212.55
13148	STRETCHER WWHEELS CER# 08-0037	4,595.50	382.95	4,212.55
13149	STRETCHER WWHEELS CER# 08-0037	4,595.50	382.95	4,212.55
13150	STRETCHER WWHEELS CER# 08-0037	4,595.50	382.95	4,212.55
13151	STRETCHER WWHEELS CER# 08-0037	4,595.50	382.95	4,212.55
13446	ULTRA LIFT -3500 CER# 10-0052	4,197.15	104.94	4,092.21
13447	ULTRA LIFT - 3500 CER# 10-0052	4,197.14	104.94	4,092.20
13448	ULTRA LIFT - 3500 CER# 10-0052	4,197.14	104.94	4,092.20
13356	I.V. POLES PERMANENT 2-STAGE (15) CER# 10-0032	4,191.04	196.24	4,004.80
13010	BLOOD PLASMA FREEZER-CTFB COUNTER TOP CER# 08-0130	4,959.80	991.92	3,967.88
11412	WALK IN COOLER INDOORS CP4	19,723.00	15,778.30	3,944.70
12551	CHAIRS-DESK (60) CER# 06-0078	5,400.00	1,470.00	3,930.00
13135	OVERBED TABLES (15) CER# 08-0037	4,260.00	355.04	3,904.96
13402	CAMERA-SECURITY & RECORDER IN PHARMACY CER# 10-0045	4,265.00	426.48	3,838.52
12943	AUDIOLOGY SCANNER CER# 08-0017	4,995.00	1,207.13	3,787.87
13153	ICE MAKER CER# 08-0037	4,302.35	537.76	3,764.59
12996	CHAIR MULTI-PURPOSE STOCK CER# 08-0129	4,340.37	602.75	3,737.62
12997	CHAIR MULTI-PURPOSE STOCK CER# 08-0129	4,340.37	602.75	3,737.62
12998	CHAIR MULTI-PURPOSE STOCK CER# 08-0129	4,340.37	602.75	3,737.62
12999	CHAIR MULTI-PURPOSE STOCK CER# 08-0129	4,340.37	602.75	3,737.62

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13048	SINGLE TIER CART W/3MONITOR HOLDERS PACS CER# 08-0088	4,313.41	611.08	3,702.33
12515	POSTAGE MACHINE W/ACCESSORIES CER# 06- 0047	6,512.83	2,819.41	3,693.42
12620	ELECTRONIC MONITOR ETO GAS CER# 07-0023	6,342.00	2,774.52	3,567.48
13046	SINGLE TIER CART W/2 MONITOR HOLDERS CER# 08-0088	4,144.90	587.18	3,557.72
13047	SINGLE TIER CART W/2 MONITOR HOLDERS PACS CER#08-0088	4,144.90	587.18	3,557.72
9970	CONDUIT CABLING FOR CI/SI MONITORS CER# C6424	10,925.00	7,374.24	3,550.76
12567	TRACTION PACKAGE W/TABLE STOOLE,CERVICAL TRAC CER#06-0085	5,790.00	2,267.75	3,522.25
12670	SHELVING -SMARTSPACE SHELVING MAMMOGRAPHY CER# 07-0042	4,036.89	672.80	3,364.09
10111	TABLE SURGICAL W/ ACCESSORIES CER# C6489	29,762.20	26,455.30	3,306.90
10112	TABLE SURGICAL W/ACCESSORIES CER# C8489	29,762.20	26,455.30	3,306.90
13236	PRINTER LJ FOR NEW ED CER# 08-0037	4,406.14	1,101.67	3,304.57
12022	SURGICAL SCOPES- URETEROSCOPE/CYSTOSCOPES CER# 0115	39,597.60	36,297.80	3,299.80
12814	WYSE DEVICES (10) MONITORS (10) & WALL MOUNTS CER#08-0026	7,800.44	4,550.32	3,250.12
13357	ICE MACHINE AND FILTERS CER# 10-0034	3,479.00	231.92	3,247.08
8420	DESKS/PARTITIONS/CHAIRS CER# 5589	32,215.17	28,993.68	3,221.49
12496	UNEX III EXERCISE SYSTEM W/ ACCESSORIES CER# 06-0033	5,694.95	2,515.38	3,179.57
12740	WARMING CABINET CER# 07-0050	3,998.23	821.77	3,176.46
11611	OFFICE FURNITURE CP5	13,560.50	10,396.43	3,164.07
12144	INFANT WARMER CER# 02- FIBERSCOPE W/LIGHT SOURCE KIT/TRACHEAL	15,795.54	12,636.48	3,159.06
12729	INTUBATION CER#07-0052	8,455.30	5,364.96	3,100.34
11401	FABRIC FOR CAFETERIA CHAIRS AND BENCHES CP4	15,305.61	12,244.35	3,061.26
13129	SERVER HARDWARE FOR EMERGISOFT CER# 06- 0041	3,962.80	924.70	3,038.10
12338	SILESTONE COUNTER TOP FOR NURSING STATION CER#05-0014	4,685.76	1,683.57	3,002.19
12566	EKG MACHINE MARQUETTE MAC 5000 BASIC CER# 06-0082	6,740.00	3,771.28	2,968.72
13026	PHASED ARRAY CARDIAC TRANSDUCER CER# 09- 0012	4,315.00	1,366.48	2,948.52
12582	CHAIRS (20) CER# 06-0090	3,898.00	974.58	2,923.42
12203	BIPAP VISION VENTILATOR SYSTEM COMPLETE CER# 03-0035	10,304.54	7,384.82	2,919.72
12554	BLANKET WARMING CABINET CER# 05-0084	3,999.28		2,910.50

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Owned Personal Property

			1,088.78	
15058	MICROSOFT OFFICE PRO PLUS 2007 (12) FOR PACS CER# 08-0088	5,510.28	2,602.05	2,908.23
13053	DICOM SOFTWARE UPGRADE GAMMA CAMERA FOR PACS CER# 08-0088	5,500.00	2,597.26	2,902.74
10933	INSTALLATION AND DELIVERY OF COTEY FURNITURE	7,406.27	4,505.56	2,900.71
12739	BED SIDE RAILS BRACKETS (50) (30) CER# 07-0063	3,625.49	732.94	2,892.55
12820	PC-SECUREVAULT FOR OMNICELL SYSTEM CER# 08-0020	6,878.56	3,987.21	2,891.35
13386	IRRIGATION TOWER CER# 10-0029	2,978.18	132.40	2,845.78
12972	CHAIRS TASK ARMLESS (12) & TASK W/ARMS 1 CER#08-0112	3,324.00	480.22	2,843.78
12825	CHAIRS-DESK (10) CER# 08-0011	3,440.00	649.74	2,790.26
12877	MEMORY & INTEGRATED CARD-I-SERIES 525 SUP MSWEB4 CER#08-0074	5,561.00	2,780.45	2,780.55
12834	EKG SYSTEM-RESTING CER# 08-0015	4,545.00	1,785.63	2,759.37
13057	PACS SURGERY CARTS COMPUTER ON WHEELS CER# 08-0086	3,843.89	1,089.10	2,754.79
15055	PACS SURGERY CARTS COMPUTER ON WHEELS CER#08-0086	3,843.89	1,089.10	2,754.79
15056	PACS SURGERY CARTS COMPUTER ON WHEELS CER# 08-0089	3,843.89	1,089.10	2,754.79
13478	SMARTNET WIRELESS SYSTEM CER# 10-0021	2,763.44	46.06	2,717.38
12730	HYPER HYPOTHERMIA MACHINE CER# 07-0056	3,950.00	1,250.96	2,699.04
12731	HYPER HYPOTHERMIA MACHINE CER# 07-0056	3,950.00	1,250.96	2,699.04
12732	HYPER HYPOTHERMIA MACHINE CER# 07-0056	3,950.00	1,250.96	2,699.04
13152	BROSELOW SMART CART CER# 08-0037	3,073.96	384.29	2,689.67
11753	FILE SYSTEM/PURGE AND MOVE X-RAY FILES CER# 0032	8,950.00	6,264.85	2,685.15
12952	ICE MAKER CER# 08-0091	3,454.50	806.12	2,648.38
12953	ICE MAKER CER# 08-0091	3,454.50	806.12	2,648.38
11021	SEATING FOR ER WAITING ROOM CER# 9851	12,490.90	9,853.89	2,637.01
12006	MULTISCAN TABLE MODEL 8083 CER# 0106	6,766.57	4,134.92	2,631.65
12084	SECURITY CAMERAS (12 PURCHASED & INSTALLED CER# 02-0006	19,598.00	16,984.96	2,613.04
12318	ENDOPRO WORKSTATION & SA WORKSTATION CER 05-0006	6,002.86	3,401.56	2,601.30
12318	ENDOPRO WORKSTATION & SA WORKSTATION CER# 05-0006	6,002.86	3,401.56	2,601.30
12751	HARDWARE FOR LAB UPGRADE CER# 07-0022	6,767.05	4,173.00	2,594.05

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12239	ELECTRIC TABLE W/O TOP & SLIT LAMP CER# 04-0009	4,625.00	2,055.50	2,569.50
12743	MONITOR - MCARE 300W/ACCESSORIES CER#07-0061	4,563.41	2,010.14	2,553.27
12744	MONITOR - MCARE 300 W/ACCESSORIES CER# 07-0061	4,563.40	2,010.13	2,553.27
12745	MONITOR - MCARE300 W/ACCESSORIES CER# 07-0061	4,563.40	2,010.13	2,553.27
12746	MONITOR - MCARE300 W/ACCESSORIES CER# 07-0061	4,563.40	2,010.13	2,553.27
12747	MONITOR - MCARE300 W/ACCESSORIES CER# 07-0061	4,563.40	2,010.13	2,553.27
11609	PAGER SYSTEM CP5	5,970.00	3,432.75	2,537.25
12552	LIGHT SOURCE CER# 06-0075	3,484.03	948.53	2,535.50
12975	STRETCHER CART W/ACCES REFURBISHED CER# 08-0114	2,946.17	425.62	2,520.55
12976	STRETCHER CART W/ACCES REFURBISHED CER# 08-0114	2,946.17	425.62	2,520.55
12977	STRETCHER CART W/ACCES REFURBISHED CER# 08-0114	2,946.16	425.62	2,520.54
12742	MONITOR-M300 W/RECORDER & STAND CER# 07-0062	4,482.22	1,974.32	2,507.90
11847	REUPHOLSTER NORTH LOBBY FURNITURE CER# 0005	7,618.00	5,120.83	2,497.17
10902	DATA & TELEPHONE LINES INSTALLED FOR CER# 9816	12,718.00	10,288.87	2,429.13
12459	NETWORK EQUIPMENT-INFOSTRUCTURE CE# 06-0021	48,424.70	46,001.11	2,423.59
12818	ICE MAKER CER# 08-0018	3,398.00	991.20	2,406.80
13032	LM-5 PRESSURE SEAL SYSTEM CER# 09-0015	3,438.88	1,088.97	2,349.91
13316	4GB 8-PORT FC SWITCH W/ACCESSCER# 10-0018	2,749.00	412.38	2,336.62
12819	MOBILE SURGICAL LIGHT CER# 08-0007	2,878.08	559.65	2,318.43
11839	BEDS MANUAL (5)	7,185.00	4,869.93	2,315.07
13418	ERGOTRON CARTS CER# 10-0040	2,513.59	209.45	2,304.14
13419	ERGOTRON CARTS CER# 10-0040	2,513.59	209.45	2,304.14
13091	INTERNET ROUTER-SWITCHOVER TO ATT 10GB INTERNET CER#09-0022	3,208.29	908.99	2,299.30
11908	DATA DROP LINES INSTALLED IN LAB CER# 9905	4,533.00	2,285.69	2,247.31
11406	TABLE TOP 36" X 36" W/ BASE (71) CP4 FURNITURE-OFFICE USED FOR MED STAFF	11,215.16	8,972.18	2,242.98
12836	OFFICE CER# 08-0033	2,600.00	357.39	2,242.61
12335	PATIENT MONITORING SYSTEM CER# 05-0010	5,048.13	2,818.69	2,229.44
13243	COMPUTER EQUIPMENT FOR NEW ED CER# 08-	2,868.16		2,151.16

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	0037		717.00	
12808	SCALE-STOW-A-WEIGH WHEELCHAIR SCALE CER# 08-0006	3,035.25	885.18	2,150.07
12091	ORTHOPEDIC SURGERY TABLE CER# 02-0027	4,801.74	2,667.74	2,134.00
13309	ERGOTRON LED CART CER# 10-0022	2,475.99	371.43	2,104.56
13310	ERGOTRON LED CART CER# 10-0022	2,475.99	371.43	2,104.56
13311	ERGOTRON LCD CART CER# 10-0022	2,475.99	371.43	2,104.56
13312	ERGOTRON LCD CART CER# 10-0022	2,475.99	371.43	2,104.56
13313	ERGOTRON LCD CART CER# 10-0022	2,475.99	371.43	2,104.56
13238	CART-ERGOTRON STYLEVIEW LCD 66 AH FOR NEW ED CER# 08-0037	2,736.14	684.00	2,052.14
13239	CART-ERGOTRON STYLVIEW LCD 66 AH FOR NEW ED CER# 08-0037	2,736.14	684.00	2,052.14
13240	CART-ERGOTRON STYLEVIEW LCD AH 66 FOR NEW ED CER# 08-0037	2,736.14	684.00	2,052.14
13241	CART-ERGOTRON STYLEVIEW LCD AH 66 FOR NEW ED CER# 08-0037	2,736.14	684.00	2,052.14
13242	CART-ERGOTRON STYLEVIEW LCD AH66 FOR NEW ED CER# 08-0037	2,736.14	684.00	2,052.14
11404	WHITFIELD WALL BENCH 60 FT DEL & INSTALL CP4	10,166.66	8,133.20	2,033.46
12160	DIGITAL WARMING CABINET CER# 02-0055	4,155.84	2,147.37	2,008.47
12544	FURNITURE - SOFA (4) CHAIRS (4) TABLES CER# 06-0058	2,725.00	757.00	1,968.00
12553	MEDWEB HARDWARE AND SOFTWARE UPGRADE CER#06-0089	10,250.00	8,354.87	1,895.13
11848	REUPHOLSTER SOUTH LOBBY FURNITURE CER# 0005	5,764.50	3,875.03	1,889.47
12570	STRETCHER - TRANSTAR PROCEDURAL CER# 06-0079	2,423.58	605.81	1,817.77
12571	STRETCHER-TRANSTAR PROCEDURAL CER# 06-0079	2,423.58	605.81	1,817.77
12572	STRETCHER-TRANSTAR PROCEDURAL CER# 06-0079	2,423.58	605.81	1,817.77
12573	STRETCHER-TRANSTAR PROCEDURAL CER# 06-0079	2,423.58	605.81	1,817.77
12574	STRETCHER-TRANSTAR PROCEDURAL CER# 06-0079	2,423.58	605.81	1,817.77
12575	STRETCHER-TRANSTAR PROCEDURAL CER# 06-0079	2,423.58	605.81	1,817.77
12576	STRETCHER-TRANSTAR PROCEDURAL CER# 06-0079	2,423.58	605.81	1,817.77
12474	ERGOMETER CER# 06-0033	3,395.00	1,584.24	1,810.76
12536	FLOOR SCRUBBER- RIDE ON CER# 06-0069	12,035.55	10,230.20	1,805.35
9507	LAMINATE FOR PHARMACY CASEWORK CER# 6258	7,376.00	5,581.19	1,794.81

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13117	SPACE LAB LOAD MONITOR SERVER CER# 09-0032	2,283.23	523.93	1,759.30
12477	MRI -PAY FOR PERFORMANCE	21,012.50	19,261.48	1,751.02
12774	AUTOMATED COAGULATION TIMER CER# 07-0069	4,200.00	2,450.00	1,750.00
12974	PRINTER EDGE TO EDGE PHASER CER# 08-0116	3,085.00	1,336.89	1,748.11
9841	SURGICAL TABLE CER# 6345	28,519.54	26,776.65	1,742.89
12617	SHELVING FOR COMPUTER EQUIPMENT CER# 07-0033	2,093.86	365.70	1,728.16
12017	NICOLETT SPIRIT 2000 CART MOUNTED AUDITORY SYSTEM CER# 0085	20,180.00	18,498.35	1,681.65
13125	SURE STEP FLEXX METER/SCANNER (6) CER# 09-0035	2,160.00	504.00	1,656.00
11193	BIRTHING BED	8,182.42	6,546.04	1,636.38
11194	BIRTHING BED	8,182.42	6,546.04	1,636.38
11195	BIRTHING BED	8,182.42	6,546.04	1,636.38
11195	BIRTHING BED	8,182.42	6,546.04	1,636.38
11197	BIRTHING BED	8,182.42	6,546.04	1,636.38
11198	BIRTHING BED	8,182.42	6,546.04	1,636.38
11199	BIRTHING BED	8,182.42	6,546.04	1,636.38
11797	INSTALLATION ELECTRICAL OF MAMMOGRAPHY MACHINE CER# 0055	3,238.00	1,645.78	1,592.22
12621	SPEECH MICROPHONE (6) CER# 06-0061	5,250.00	3,675.00	1,575.00
11580	BED W/ZONE AIRE SLEEP SURFACE	7,837.85	6,270.23	1,567.62
11581	BED W/ZONE AIRE SLEEP SURFACE	7,837.85	6,270.23	1,567.62
11582	BED W/ZONE AIRE SLEEP SURFACE	7,837.85	6,270.23	1,567.62
11583	BED W/ZONE AIRE SLEEP SURFACE	7,837.85	6,270.23	1,567.62
11584	BED W/ZONE AIRE SLEEP SURFACE	7,837.85	6,270.23	1,567.62
11585	BED W/ZONE AIRE SLEEP SURFACE	7,837.85	6,270.23	1,567.62
11586	BED W/ZONE AIRE SLEEP SURFACE	7,837.85	6,270.23	1,567.62
11587	BED W/ZONE AIRE SLEEP SURFACE	7,837.85	6,270.23	1,567.62
11588	BED W/ZONE AIRE SLEEP SURFACE	7,837.85	6,270.23	1,567.62
11589	BED W/ZONE AIRE SLEEP SURFACE	7,837.85	6,270.23	1,567.62
11590	BED W/ZONE AIRE SLEEP SURFACE	7,837.85		1,567.62

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			6,270.23	
11591	BED W/ZONE AIRE SLEEP SURFACE	7,837.85	6,270.23	1,567.62
11592	BED W/ZONE AIRE SLEEP SURFACE	7,837.85	6,270.23	1,567.62
11593	BED W/ZONE AIRE SLEEP SURFACE	7,837.85	6,270.23	1,567.62
11594	BED W/ZONE AIRE SLEEP SURFACE	7,837.85	6,270.23	1,567.62
11595	BED W/ZONE AIRE SLEEP SURFACE	7,837.85	6,270.23	1,567.62
11596	BED W/ZONE AIRE SLEEP SURFACE	7,837.85	6,270.23	1,567.62
11597	BED W/ZONE AIRE SLEEP SURFACE	7,837.85	6,270.23	1,567.62
11598	BED W/ZONE AIRE SLEEP SURFACE	7,837.85	6,270.23	1,567.62
11599	BED W/ZONE AIRE SLEEP SURFACE	7,837.85	6,270.23	1,567.62
12008	GROSS LAB WORKSTATION CER # 0120	18,268.31	16,744.16	1,522.15
13211	COMPUTER EQUIPMENT FOR SPACELABS CER# 08-0037	2,029.28	507.30	1,521.98
12622	UPGRADE KIT PRINT SERVER FIBER CONNECTION CER#07-0017	5,000.00	3,499.97	1,500.03
12623	UPGRADE KIT PRINT SERVER FIBER CONNECTION CER# 07-0017	5,000.00	3,499.97	1,500.03
12624	UPGRADE KIT MOD SERVER VIDEO NO PAT CONTACT CER# 07-0017	5,000.00	3,499.97	1,500.03
11402	WHITFIELD WALL BENCH 40 FT DEL & INSTALL CP4	7,416.67	5,933.29	1,483.38
11403	WHITFIELD WALL BENCH 40 FT DEL & INSTALL CP4	7,416.67	5,933.29	1,483.38
12424	COMPUTER AIDED DETECTION SYSTEM FOR MAMMOGRAPHY CER 06-0008	44,450.00	42,968.33	1,481.67
13387	PRINTER LASER JET W/INPUT TRAYS CER# 10-0043 & 10-0017	1,640.10	164.01	1,476.09
13388	PRINTER LASER JET W/INPUT TRAYS CER# 10-0043 & 10-0017	1,640.10	164.01	1,476.09
13389	PRINTER LASER JET W/INPUT TRAYS CER# 10-0043 & 10-0017	1,640.10	164.01	1,476.09
13390	PRINTER LASER JET W/INPUT TRAYS CER# 10-0043 & 10-0017	1,640.10	164.01	1,476.09
13391	PRINTER LASER JET W/INPUT TRAYS CER# 10-0043 & 10-0017	1,640.08	163.99	1,476.09
11451	HOT ENTREE COUNTER CP4	7,286.00	5,828.90	1,457.10
13216	PC W/OFFICE PRO PLUS 07 FOR NEW ED CER# 08- 0037	1,992.69	473.17	1,419.52
13397	LCD (9) TO SUPPORT OBIX SYSTEM CER# 10-0040	1,542.94	164.32	1,388.62
10886	SURGERY PANEL ELECTRIC CER# 9868	7,281.00	5,905.70	1,375.30
12965	TABLE FIXATION STAPLE DRIVER/EXTRACTOR CER# 08-0081	1,769.79	398.25	1,371.54

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12363	MONITOR PROCARE 320 CER# 05-0031	2,841.75	1,491.84	1,349.91
11724	HEPA CARE FREE STANDING FILTRATION SYSTEM CER# 0002	4,682.99	3,380.99	1,302.00
11150	FURNITURE LDRP UPGRADES	6,430.46	5,144.36	1,286.10
13001	STOOL-VASCULAR SURGICAL CER# 08-0140	1,484.84	206.25	1,278.59
12336	STACKING ARM CHAIRS (25) CER# 05-0014	2,016.25	739.20	1,277.05
10855	CHAIRS FOR WAITING ROOM (50)	9,385.00	8,133.76	1,251.24
11161	CHAIRS (28) TABLES (2)	6,130.00	4,904.02	1,225.98
12213	ICE/WATER DISPENSER CER# 03-0039	4,194.52	2,971.10	1,223.42
12214	ICE/WATER DISPENSER CER# 03-0039	4,194.52	2,971.10	1,223.42
12212	ICE/WATER DISPENSER W/STAND CER# 03-0039	4,194.52	2,971.10	1,223.42
12215	ICE/WATER DISPENSER CER# 03-0039	4,194.44	2,971.02	1,223.42
12635	PCA PUMP W/CARRYING CASE CER#07-0027	1,850.00	632.22	1,217.78
12636	PCA PUMP W/CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
12637	PCA PUMP W/CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
12638	PCA PUMP W/CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
12639	PCA PUMP W/ CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
12640	PCA PUMP W/CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
12641	PCA PUMP W/CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
12642	PCA PUMP W/CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
12643	PCA PUMP W/CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
12644	PCA PUMP W/CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
12645	PCA PUMP W/CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
12646	PCA PUMP W/CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
12647	PCA PUMP W/CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
12648	PCA PUMP W/CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
12649	PCA PUMP W/CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
12650	PCA PUMP W/CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
12651	PCA PUMP W/CARRYING CASE CER# 07-0027	1,850.00		1,217.78

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			632.22	
12652	PCA PUMP W/CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
12653	PCA PUMP W/CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
12654	PCA PUMP W/CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
12655	PCA PUMP W/CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
12656	PCA PUMP W/ CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
12657	PCA PUMP W/CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
12658	PCA PUMP W/CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
12659	PCA PUMP W/CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
12660	PCA PUMP W/CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
12661	PCA PUMP W/CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
12662	PCA PUMP W/CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
12663	PCA PUMP W/CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
12664	PCA PUMP W/CARRYING CASE CER# 07-0027	1,850.00	632.22	1,217.78
13136	LIGHT-PRIMA PROCEDURE CER# 08-0037	1,383.20	172.94	1,210.26
13003	NETWORK EXPANSION FOR 2ND FL N PATHOLOGY PHACO HANDPIECES AND ACCES FOR CATARACT TRAYS CER06-0067	2,067.38	861.46	1,205.92
12514		9,027.00	7,823.40	1,203.60
11386	TABLES & CHAIRS CER# 9833	5,951.00	4,760.66	1,190.34
12228	HYPER HYPOTHERMIA MACHINE CER# 03-0047	3,950.00	2,765.06	1,184.94
12230	HYPER HYPOTHERMIA MACHINE CER# 03-0047	3,950.00	2,765.06	1,184.94
11664	CHAIRS (16) CP7	4,568.00	3,400.75	1,167.25
11636	DIVIDING WALL IN MEDICAL RECORDS CER# 9957	4,532.00	3,373.95	1,158.05
11437	GRILL COUNTER CP4	5,738.00	4,590.50	1,147.50
12483	TABLE-BASIC HOURGLASS CER# 06-0041	1,637.00	491.03	1,145.97
11447	BACK COUNTER W/SINK, FAUCET & DRAIN CP4	2,810.00	1,686.23	1,123.77
12420	SETEE (2) IN SMOOZE RUBY CER# 05-0014	1,876.70	755.74	1,120.96
13477	HP COMPUTER-LJ PRINTER CER# 10-0056 FBC	1,133.06	18.88	1,114.18
12671	PRESSURE MONITOR AND BATTERY CER# 07-0032	1,883.54	784.80	1,098.74

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12724	HOLTER MONITOR CER# 07-0046	1,999.50	904.47	1,095.03
12725	HOLTER MONIOTR CER# 07-0046	1,999.50	904.47	1,095.03
13126	PC/LED/OFFICE PRO PLUS AND HP LJ PRINTER CER# 09-0045	1,427.37	333.06	1,094.31
13118	PC/LED & OFFICE PRO PLUS 2007 CER# 09-0040	1,414.09	329.98	1,084.11
13119	PC/LED/OFFICE PRO PLUS 2007 CER# 09-0040	1,414.09	329.98	1,084.11
11647	OVERBED TABLES (18) CP7 MERC I & GAL-TRONICS CONSOLE INSTALLATION CER# 07-0040	4,228.20	3,147.66	1,080.54
12824	PRINTER LASER JET FOR FBC FOR OBIX CER# 10- 0040	2,445.00	1,385.50	1,059.50
13392	PRINTER LASER JET FOR FBC OBIX CER# 10-0040	1,177.21	117.72	1,059.49
13393	PRINTER LASER JET FOR FBC OBIX CER# 10-0040	1,177.21	117.72	1,059.49
10883	TABLE(2) CHAIRS (11)	5,589.18	4,533.31	1,055.87
10885	TABLE (2) CHAIRS (11)	5,589.17	4,533.30	1,055.87
11579	FURNITURE FOR VP FINANCE CER# 9947 CARE CLINER W/PLASTIC CASTERS EXTRA LARGE CER# 05-0029	4,200.00	3,149.93	1,050.07
12373	OR EYE CATERACT TRAY CER# 06-0046	1,600.00	551.18	1,048.82
12491	OR EYE CATERACT TRAY CER# 06-0046	8,891.34	7,854.05	1,037.29
12018	VENTILATOR, MILLENEUM ENGLISH CER# 0098 QUEST TOAD FOR ORACLE/SOFTMODEM/WORD NEW ED CER# 08-0037	12,405.17	11,371.42	1,033.75
13195	PLUMBING VALVES FOR 4TH FLOOR	1,364.07	341.00	1,023.07
10537	PLUMBING VALVES FOR 4TH FLOOR	6,928.05	5,927.44	1,000.61

Schedule 2.01(d)  
Leased Personal Property

<u>Vendor</u>	<u>Rented Equipment</u>
Aramark Servicemaster	
Kreg Therapeutics	Specialty Bed Rental
KCI USA Inc	Wound Vac Machine
KCI USA Inc	Wound Vac Machine
KCI USA Inc	Wound Vac Machine
KCI USA Inc	Wound Vac Machine
Fitzsimmons Surgical	Bi-Pap Pumps and Respiratory Equipment
Hill Rom	Respiratory Equipment
Universal Hospital Services	Respiratory Equipment
Universal Hospital Services	Flowtron Excel Leg Compression Pumps & Feeding Pumps
Otto Bock Healthcare	CPM Rental & CPM Kits
CSK Group, Inc.	Toshiba Aquilion 16 Whole Body CT Scanner
CSK Group, Inc.	CT Accessory Kit Long Couch 1800MM
CSK Group, Inc.	CT Phantom
CSK Group, Inc.	Console Desk
CSK Group, Inc.	(2) Chairs
CSK Group, Inc.	(5) Media for DVD-RAM Drive (8.4GB)
CSK Group, Inc.	Cable Category 5E/RJ45 5M
CSK Group, Inc.	Cable Category 5E/RJ45 35M
CSK Group, Inc.	(2) Service Modem Cables
CSK Group, Inc.	Flooring Leveling Epoxy Kit
CSK Group, Inc.	Dicom Modality Worklist Management Service Class User
CSK Group, Inc.	PGP Study Split

Schedule 2.01(d)  
Leased Personal Property

CSK Group, Inc.	CT Fluoroscopy
CSK Group, Inc.	LCD Monitor 15" for Fluoroscopy Remote Viewing
CSK Group, Inc.	Needle Holder Kit for CT Fluoroscopy
CSK Group, Inc.	Ceiling Suspension for Flat Panel Mointor CMM-003E
CSK Group, Inc.	Vitrea System Software
CSK Group, Inc.	Workstation for Vitrea System
CSK Group, Inc.	LCD Monitor 15"
CSK Group, Inc.	Dicom Storage Service Class Provider
CSK Group, Inc.	Dicom Performed Procedure Step SCU
CSK Group, Inc.	Dicom Query/ Receive Service Class Provider
CSK Group, Inc.	Dicom Query/ Receive SCU AQ/MP
CSK Group, Inc.	Power Conditioner/ Distributer 125 KVA Universal
CSK Group, Inc.	Advanced Cardiac CT Course
CSK Group, Inc.	Dicom PPS PC-Console
CSK Group, Inc.	LCD Monitor 20"
CSK Group, Inc.	CT Training
CSK Group, Inc.	CT Fluoro for AQ16/8/4S PC
Siemens Healthcare Diagnostics, Inc.	CA-1500 Standard
Siemens Healthcare Diagnostics, Inc.	CA-1500 Standard
Omniceil, Inc.	(2) One-Cell OrniSupplier Color Touch
Omniceil, Inc.	(3) One-Cell OrniSupplier Auxillary
Omniceil, Inc.	(17) Two-Cell OrniSupplier Color Touch

Schedule 2.01(d)  
Leased Personal Property

Omniceil, Inc.	Three-Cell OmniSupplier
Omniceil, Inc.	Three-Cell OmniSupplier Color Touch
Omniceil, Inc.	(2) APC Pro 1000 UPS
Omniceil, Inc.	(2) Laser Printer (Lexmark)
Omniceil, Inc.	OmniTT Color Touch
Omniceil, Inc.	(18) External Return Bin
Omniceil, Inc.	(25) 12-Bin Locking Drawer
Omniceil, Inc.	(188) 24-Bin Lighted Matrix Drawer
Omniceil, Inc.	(8) 6-Bin Locking Drawer
Omniceil, Inc.	(4) Three Drawer Pharmacy Module
Omniceil, Inc.	(24) Nine Drawer Pharmacy Module
Omniceil, Inc.	(21) Touch & Go
Omniceil, Inc.	SafetyStock OmniCenter Suite (Scanner, Printer, Labels)
Omniceil, Inc.	SafetyStock w/ IntelliStand (Anes, OmniRx, TT, Half-Cell, Sure-Med)
Omniceil, Inc.	(20) SafetyStock Omni (One, Two or Three Cell) w/ Gooseneck (9" and 20" Cable)
Omniceil, Inc.	(21) Profile Driven Option
Omniceil, Inc.	OmniCenter Server (CPC) Tower PC, No Monitor Included
Omniceil, Inc.	OmniCenter Test Server (CPC) Tower PC, No Monitor Included
Omniceil, Inc.	OmniCenter and Pharmacy Software
Omniceil, Inc.	OmniCenter Test Server Software
Omniceil, Inc.	(2) Dell Flat Screen LCD
Omniceil, Inc.	Server Cart Option
Omniceil, Inc.	SecureVault Pacakage

Schedule 2.01(d)  
Leased Personal Property

Omnicell, Inc.	SecureVault-OmniCenter Interface Bundle
Omnicell, Inc.	(15) Option Kit, OmniDispenserPlus3
Omnicell, Inc.	(21) FlexLock with TempCheck
Gen-Probe	Leader 4501 Luminometer
Gen-Probe	Magnetic Separation Unit
Gen-Probe	Eppendorf Repeat Pipettor
Xerox	Copy Equipment
ENDO TOWERS CER06-0087	
C/T SCANNER -AQUILION 16 SLICE WHOLE BODY CER# 07-0071	
UPGRADE SUREMED DRUG DELIVERY SYSTEM CER# 08-0020	

Schedule 2.01(f)  
Prepays

**Prepaid Workers  
Compensation  
Insurance:**

<u>Vendor</u>	<u>Description</u>	<u>Service Date</u>
The Horton Group	Prepaid Workers Comp. Insurance	10/09 - 09/10

**Prepaid  
Maintenance  
Service Contracts:**

<u>Vendor</u>	<u>Description</u>	<u>Service Date</u>
ARAMARK	Deposit	
		08/01/07 -
Numara Software	Software Services Agreement	07/31/10
Verathon	Glidescope Warranty	04/10 - 3/13
Witt Biomedical	Software Update Agreement	01/10 - 12/10
Otis Elevator	Service Contract	09/09 - 08/10
ASCO/Emerson	Service Contract	10/09 - 09/09
Hospira Worldwide	Service Contract	11/09 - 10/10
BioMerieux	Service Contract	01/10 - 12/10
BioMerieux	Service Contract	01/10 - 12/10
BioMerieux	Service Contract	01/10 - 12/10
Anderson Pest Control	Contracted Services	01/10 - 12/10
Sentintel Technologies	Service Contract	08/09 - 07/12
Three M Health	Service Contract	09/09 - 08/10
Pentax	Service Contract	09/09 - 08/10
Care Stream	Service Contract	09/09 - 08/10
Care Stream	Service Contract	09/09 - 08/10
McKesson Info Solutions	Service Contract	01/10 - 12/10
McKesson Info Solutions	Service Contract	11/09 - 10/10
McKesson Health Solutions	Service Contract	11/09 - 10/10
3E-EH& S Information	Service Contract	01/10 - 12/10
Emergisoft	Service Contract	02/17/10 - 02/16/11
GE Medical System	Service Contract	04/10 - 03/11
Siemens Health Care	Service Contract	05/10 - 04/11
Trane	Service Contract	01/10 - 12/10
NEC	Service Contract	05/10 - 07/10
Toshiba American	Service Contract	05/23/10 - 07/21/10
Toshiba American	Service Contract	07/22/10 - 08/21/10
Liebel-Flarsheim	Service Contract	05/09 - 04/10
McKesson Info Sol	Service Contract	08/10 - 08/10
Swiss Log	Service Contract	08/10 - 11/10

Schedule 2.01(f)

Prepaids

Aspyra	Service Contract	07/10
Total		

**Prepaid  
Membership Dues**

<u>Vendor</u>	<u>Description</u>	<u>Service Date</u>
MCHC	IPC Fair Share	01/10 - 12/10
ILLINOIS HOSPITAL ASSOC.	Membership Dues	07/10 - 09/10
ILLINOIS HOSPITAL ASSOC.	Dues	01/10 - 12/10
MCHC	Membership Dues	01/10 - 12/10
	Membership - Revenue	
Revenue Cycle	Enhancement	04/10 - 09/10
Total		

Bank of America	Prepaid Letter of Credit fees	05-01-10 to 08-31-10
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Various	Deposits on Capital Leases	
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Schedule 2.01(n)  
Assumed Contracts

[To be completed]

Schedule 2.01(o)  
Governmental Permits of Seller

1. Radioactive Material License, IL-01296-01, expires August 31, 2013
2. Illinois Department of Revenue Certificate of Registration, IBT#2309-4729
3. City of Chicago License #14432, License for operation of a hospital, expires October 15, 2011
4. State of Illinois Department of Financial and Professional Regulation, Licensed Pharmacy License No. 059.000414, 051.034540, expires March 31, 2012.
5. State of Illinois Department of Financial and Professional Regulation, Licensed Pharmacy Controlled Substance, II, IIN, III, IIN, IV, V License No. 320.005481, 059.000414, expires August 31, 2013.
6. City of Chicago License # 14431, License for operation of a retail food establishment, expires October 15, 2011.
7. State of Illinois Department of Public Health License, Permit, Certification, Registration #1954420 for operation of a general hospital, effective January 1, 2010.
8. Medicare Acute Provider Number 140133.
9. Medicare Rehab Provider Number 14T133.
10. Illinois Acute Medicaid Provider Number 362170133001.
11. National Provider Numbers: Acute: 1962425611  
Rehab: 1629140934  
Employed Physician Group: 1952373557.
12. Holy Cross Hospital, Certificate of Accreditation, Clinical Laboratory Improvement Amendments, CLIA ID Number 14D0426077, expires January 2, 2011.
13. Nursing Administration Holy Cross Hospital, Certificate of Waiver, Clinical Laboratory Improvement Amendments, CLIA ID Number 14D0870196, expires October 2, 2011.
14. Holy Cross Hospital/Physician Testing, Certificate of Provider-Performed Microscopy Procedures, Clinical Laboratory Improvement Amendments, CLIA ID Number 14D0965323, expires September 16, 2011.
15. Holy Cross Hospital Pulmonary Lab, Certificate of Accreditation, Clinical Laboratory Improvement Amendments, CLIA ID Number 14D0684942, expires November 30, 2011.
16. Nancy Streitmatter, M.D., Certificate of Waiver, Clinical Laboratory Improvement Amendments, CLIA ID Number 14D0936041, expires November 13, 2011.

Schedule 2.01(o)  
Governmental Permits of Seller

17. Controlled Substance Registration Certificate, United States Department of Justice Drug Enforcement Administration, DEA Registration Number AH3876957, expires October 31, 2013.

The Centers for Medicare and Medicaid Services has notified Seller that Seller is no longer deemed to meet the Medicare Conditions of Participation and is now under the survey jurisdiction of the Illinois Department of Public Health.

Schedule 2.01(p)  
Seller Intellectual Property Assets

1. Seller's name, Holy Cross Hospital
2. Seller's domain name and website, <http://www.holycrosshospital.org/>
3. Software licenses as referenced in contracts in Section(c) of Schedule 3.19.
4. Seller does not have an assumed name.
5. The common law rights of Seller, if any, in the following logo, which Seller uses on its website. Seller has not applied for any trademark protection for such logo:



6. Seller does not own and Seller has not applied for any trademarks, service marks, copyrights or patents other than those listed in this schedule.
7. In addition, Seller has the certain software applications installed on various computers throughout the hospital. The following sets forth the name of the application along with the number of computers such application is installed on as of March 1, 2010:

1.0	1
32 Bit HP BiDi Channel Components Installer	13
32 Bit HP CIO Components Installer	72
4500_Help	1
7300	1
7300_Help	1
7300Trb	1
8AC7B8CB-40D8-49AB-BEF7-70264845550D	1
A60318A5-1672-43B7-B37B-253D13C21505	2
AAC Decoder	1
ABControl	8
Abstract Plus	2
AC3	1
AC3Filter	1
Access - HL7 Exception Handler	1
Access - HL7 Processor	1
Access - Image Bridge Service	1
Access - Image Portal Service	1
Access - Patient Data Manager	1
Access - Portals Management Desk	1
Access - Repository Print Service	1
Access - Repository Server Configuration Utility	1
ACCESS eforms Director	2

Schedule 2.01(p)  
Seller Intellectual Property Assets

Access Repository Client	123
AceFTP 3 Freeware	2
Acrobat.com	30
Active Perl	1
Ad-Aware SE Personal	1
ADManager Plus	1
Adobe Acrobat	4
Adobe Acrobat 8 Standard - English, Français, Deutsch	1
Adobe Acrobat 9 Standard - English, Français, Deutsch	1
Adobe Acrobat Professional	2
Adobe Acrobat Standard	1
Adobe Acrobat 7.0 Professional	2
Adobe Acrobat 8 Professional - English, Français, Deutsch	1
Adobe Acrobat and Reader Security Update	4
Adobe AIR	61
Adobe Anchor Service CS3	1
Adobe Anchor Service CS4	1
Adobe Asset Services CS	1
Adobe Atmosphere Player for Acrobat and Adobe Reader	1
Adobe Bridge CS3	1
Adobe Bridge Start Meeting	1
Adobe Camera Raw	1
Adobe Captivate	1
Adobe Captivate Reviewer	1
Adobe CMaps	1
Adobe Color - Photoshop Specific	1
Adobe Color Common Settings	1
Adobe Color EU Extra Settings	1
Adobe Color JA Extra Settings	1
Adobe Color NA Recommended Settings	1
Adobe Creative Suite	1
Adobe Default Language CS3	1
Adobe Device Central CS3	1
Adobe Download Manager	30
Adobe Dreamweaver CS3	1
Adobe ExtendScript Toolkit	1
Adobe Extension Manager CS3	1
Adobe Flash Player ActiveX	3
Adobe Flash Player 10 ActiveX	112
Adobe Flash Player 10 Plugin	4
Adobe Flash Player ActiveX	49
Adobe Flash Player Plugin	1
Adobe Fonts All	1
Adobe Help Viewer	1
Adobe Help Viewer CS3	1
Adobe Linguistics CS3	1
Adobe PDF Library Files	1
Adobe Photoshop CS3	1
Adobe Photoshop Elements	1
Adobe Reader	233

Schedule 2.01(p)  
Seller Intellectual Property Assets

Adobe Reader 8.1.2 Security Update	4
Adobe Reader for Pocket PC	1
Adobe Setup	2
Adobe Shockwave Player	19
Adobe Stock Photos CS3	1
Adobe SVG Viewer	2
Adobe Type Support	1
Adobe Update Manager CS3	1
Adobe Update Manager CS4	1
Adobe Version Cue CS Client	1
Adobe WinSoft Linguistics Plugin	1
Adobe XMP Panels CS3	1
Advertising Center	1
Agere Systems HDA Modem	1
Agere Systems PCI Soft Modem	20
Agere Systems PCI-SV92PP Soft Modem	3
AgileMessenger	1
Ahead InCD EasyWrite Reader	2
AIM	2
Alchemy Server	2
Amazon MP3 Downloader	1
AmodGPSTracker	2
AMP Font Viewer	2
AnswerWorks 4.0 Runtime - English	1
AnswerWorks 5.0 English Runtime	1
AnzioWin	11
APC Device IP Configuration Wizard	1
Aperio ImageScope	1
Apollo Utilities	1
Apple Application Support	3
Apple Mobile Device Support	1
Apple Software Update	4
Application Installer	1
ArcSoft PhotoStudio	1
ATI - Software Uninstall Utility	50
ATI AVIVO Codecs	1
ATI Control Panel	34
ATI Display Driver	105
ATI Parental Control & Encoder	1
ATI Problem Report Wizard	1
Attachmate Reflection for IBM 14.0.6 Evaluation	1
Auto Push My Buttons 2.1 - Vsisoftware.com	1
AutoCAD LT 2007 - English	1
Autodesk DWF Viewer	1
Automatically Push My Buttons	2
AutoUpdate	2
Avance AC'97 Audio	1
Aventail Access Manager	2
Aventail OnDemand Proxy Agent	2
Aventail Web Proxy Agent	2

Schedule 2.01(p)  
Seller Intellectual Property Assets

Aventail Webifiers	2
AzureBay Screen Saver	1
Belkin Bluetooth Software	1
Bink and Smacker	1
BitLord	1
BlackBerry Desktop Software	2
BlueGPS	1
Bonjour	1
BPD_HPSU	1
bpd_scan	1
BPDSoftware	1
BPDSoftware_Ini	1
Brio Intelligence Client	5
Broadcom 802.11 Wireless LAN Adapter	1
Broadcom Advanced Control Suite	1
Broadcom Management Programs	7
Broadcom NetXtreme Ethernet Controller	1
Broadcom NetXtreme II Driver Installer	1
Broadcom TPM Driver Installer	5
Brother Internet Print	1
Brother MFL-Pro Suite	1
Brother Peer to Peer Print (NetBIOS)	1
Browser Address Error Redirector	1
Bubblert!	1
BUFFALO NAS Navigator	1
BufferChm	5
Business Contact Manager for Outlook	7
Business Contact Manager for Outlook 2007 SP1	1
Business Contact Manager for Outlook 2007 SP2	6
Calendar Creator 8.0 Deluxe	1
Canon DR-2050C/2080C Scanner Driver	7
Captain Mobile Strip Poker	1
Captain Mobile Tropical Nights	1
Captain Mobile Vegas Nights	1
CapturePerfect	7
Carbonite Online Backup Setup	1
Cardiff TeleForm	4
CareEnhance@ Review Manager	1
CAREpoint Desktop Applications	2
Catalyst Control Center - Branding	36
Catalyst Control Center Core Implementation	36
Catalyst Control Center Graphics Full Existing	36
Catalyst Control Center Graphics Full New	36
Catalyst Control Center Graphics Light	36
Catalyst Control Center InstallProxy	36
CC Get MAC Address	1
CCC Help English	36
ccc-core-preinstall	36
ccc-core-static	36
ccc-utility	36

Schedule 2.01(p)  
Seller Intellectual Property Assets

CDex extraction audio	1
Centricity Clinical Gateway	1
Centricity Clinical Gateway v5.1 Patch Rev2	1
Choice Guard	1
Citi Virtual Account Numbers	1
Citrix Access Gateway Plugin	1
Citrix Access Management Console	1
Citrix Access Management Console - Diagnostics	1
Citrix Access Management Console - Framework	1
Citrix Access Management Console - Knowledge Base	1
Citrix Access Management Console - Legacy Tools	1
Citrix Access Management Console - Report Center	1
Citrix ICA Client	1
Citrix License Server Administration	1
Citrix Licensing	1
Citrix online plug-in	5
Citrix online plug-in - web	4
Citrix Password Manager Console 4.6 with Service Pack	1
Citrix Presentation Server Client	12
Citrix Presentation Server Client - Web Only	22
Citrix Program Neighborhood	21
Citrix Web Interface	1
Citrix XenApp	1
Citrix XenApp Document Library	1
Citrix XenApp Plugin for Hosted Apps	37
Citrix XenApp Plugin for Streamed Apps	1
Citrix XenApp Web Plugin	12
CKRename	1
Clinisphere	3
CNetX ezyUnZIP	1
Codec Pack - All In 1	2
CodeSite .1 Client Tools	2
Cole2k Media - Codec Pack	1
Cole2k Media - Nero Audio Plugin Pack	1
Color LaserJet 2600n	4
Compaq Insight Manager LC Remote Management	1
Compaq Management Agents	1
Compaq Remote Diagnostics Enabling Agent	1
Compaq Remote Monitor Service	1
Compatibility Pack for the 2007 Office system	39
Component Checker	1
Compuware ApplicationVantage Agent 10.0 Build	1
Conexant 56K ACLink Modem	1
Conexant AC-Link Audio	1
Conexant HSF V92 56K Data Fax PCI Modem	1
ConnectMate Engine	1
Copy	1
Corel WordPerfect Suite	1
CarePLS_Full_QFolder	3
CarePLS_Min_QFolder	3

Schedule 2.01(p)  
Seller Intellectual Property Assets

Coupon Printer for Windows	4
CouponBar	1
CP_AtenaShokunin1Config	1
cp_dwShrek2Albums1	1
cp_dwShrek2Cards1	1
Creative Jukebox Driver	2
Creative MediaSource	3
Creative PC-CAM Center	1
Creative Removable Disk Manager	1
Creative System Information	1
Creative WebCam Monitor	1
Creative WebCam Notebook Driver	1
Creative WebCam Notebook User's Guide	1
CreativeProjects	1
CreativeProjectsTemplates	1
Credential Manager for HP ProtectTools	1
Crystal 8.5 Runtime	8
Crystal 9 Merge Modules	1
Crystal Corral	1
Crystal Delivery	4
Crystal Reports	7
Crystal Reports Basic Runtime for Visual Studio	1
Crystal Reports Viewer XI	1
Crystal Reports XI	1
Crystal Reports XI Release 2 .NET 2005 Server	4
CU	1
CueTour	1
CustomerResearchQFolder	3
CutePDF Writer	1
CXBacklightSaver	1
CXDICal	1
CXFramework	1
CXPrivilege	1
CXRightlight	1
CXTestPatterns	1
CXtra	1
Cypress USB Mass Storage Driver Installation	1
daSniff version	1
Data Capture	2
DataCaptor	2
DataCaptor - Option Package	2
DataCaptor - SpacelabsICS	1
DB CIF Cam	1
DCA1B4C0-98A5-418B-8293-4566318086C5	4
Debugging Tools for Windows	1
DeepBurner	1
Dell Photo AIO Printer	1
DeLorme Street Atlas USA	1
Destination Component	1
Destinations	3

Schedule 2.01(p)  
Seller Intellectual Property Assets

DeviceDiscovery	2
DeviceManagementQFolder	4
Dialogic Brooktrout System Software	1
Dialogic(R) System Release 6.0 PCI Redistributable Edition	1
Dictaphone EXV Job Lister	1
DIMAGE Master Lite	1
Direct Show Ogg Vorbis Filter	1
Director	1
DiscAPI	1
Diskeeper 2009 Server	1
Disney Pix Micro Downloader	1
DistributedManagementFramework:Agency	3
DivX	1
DivX Codec	1
DivX Converter	1
DivX Player	1
DivX Plus DirectShow Filters	1
DivX Version Checker	1
DivX Web Player	1
DocMgr	1
DocProc	2
DocProcQFolder	1
DocumentViewer	1
Dominoes	1
DR-2050C Job Tool	7
Driver & Utility	1
Drug Interaction Facts on Disc	3
DS487	1
Dual-Core Optimizer	15
DVD Decrypter	1
DWG TrueView	1
Easy Access Button Support	1
EasyGPS	1
Elo XP Universal Driver	40
EMC PowerPath	1
Emergisoft AdminTool	1
Emergisoft DGProcessorService	2
EmergisoftED Reporting AddOn	1
EmgAdminClient	9
Employee Scheduling Assistant	1
Entrust Desktop Solutions	1
Epocrates Essentials for Pocket PC	1
eRAD PACS Viewer	1
eReader	1
Error Recovery Guide for fi-6130/fi	4
Esker Connector For Exchange 2000/2003	1
Esker Document Manager	1
Esker Fax	1
Esker Fax - Service and Feature Pack	1
ESSAdpt	1

Schedule 2.01(p)  
Seller Intellectual Property Assets

ESSANUP	1
ESSBrwr	1
ESSCAM	1
ESSCDBK	1
ESScore	1
ESSCT	1
ESSEMAIL	1
ESSgui	1
ESShelp	1
ESSini	1
ESSPCD	1
ESSSONIC	1
ESSvpaht	1
ESSvpot	3
eSupportQFolder	1
Exlfer	1
EXTRA! for Windows 95/NT	6
Facts & Comparisons 4.0 Single User	1
Fast Search for Document Manager	2
Fax	1
ffdshow	1
ffdshow [rev 2975] [2009-05-28]	1
FFMPEG	1
File Transfer Program	1
File Transfer Program (C:\Program Files\FileTrans\) #3	1
Fingerprint Sensor Minimum Install	2
Firebird	1
Flickr Uploadr	2
FLV Player	1
FolderMatch	1
Forté Agent	1
Foxfire! User Guide	1
Foxit Reader	1
Foxit Toolbar	1
Free Video Converter	1
FreeMem Standard	1
Fujitsu ISIS Drivers	1
Fujitsu ScandAll PRO	1
Garmin City Navigator North America NT	1
Garmin Communicator Plugin	2
Garmin MapSource	1
Garmin POI Loader	1
Garmin Trip and Waypoint Manager	2
Garmin USB Drivers	2
Garmin WebUpdater	2
GD PDF	1
GenEDITS Lite	1
GenEDITS Plus	1
getPlus(R) for Adobe	8
getPlus(R)_ocx	2

Schedule 2.01(p)  
Seller Intellectual Property Assets

GFI Network Server Monitor Manager	2
GIF Construction Set Professional	1
Google Chrome	1
Google Earth	1
Google Toolbar for Firefox	1
Google Toolbar for Internet Explorer	25
Google Update Helper	3
Google Updater	2
GPBaseService	1
Gpg4win	1
GpxSonar	1
Graphic Workshop Professional	1
GSAK	4
GSAK 6.6.2 Build	1
H.264 Decoder	1
Hall Media Splitter	2
HASP HL Device Driver	1
HCT Data Agent	1
HDD Temperature	1
Headless Server Registry Update	6
HighMAT Extension to Microsoft Windows XP CD Writing Wizard	3
HiJackThis	1
HiTrack	1
Hi-Split	1
HLPIndex	1
HLP5FO	1
Horizon Meds Manager	8
Horizon Meds Manager 8.1 build	1
Hoyle Casino	1
HP 3D DriveGuard	1
HP All-in-One Scan	2
HP All-in-One Software	1
HP Array Configuration Utility	13
HP Array Configuration Utility CLI	10
HP Array Configuration Utility CLI	2
HP Array Diagnostic Utility	13
HP Backup and Recovery Manager	57
HP Backup and Recovery Manager Installer	1
HP BIOS Configuration for ProtectTools	2
HP Broadband Wireless Modules	1
HP Care Pack Core	3
HP Care Pack Products	2
HP Color LaserJet	1
HP Color LaserJet 2605 Series	1
HP Color LaserJet CP1510 Series	1
HP Color LaserJet CP2020 Series	1
HP Credential Manager for ProtectTools	1
HP Customer Participation Program	3
HP Deskjet	1
hp deskjet 6127 series	2

Schedule 2.01(p)  
Seller Intellectual Property Assets

HP Deskjet 9800 Series	1
HP Deskjet Preloaded Printer Drivers	1
HP Device Access Manager for ProtectTools	1
HP Doc Viewer	1
HP Document Manager	1
HP Driver Diagnostics	1
HP Embedded Security for ProtectTools	1
HP ev2200 Driver Package	1
HP Extended Capabilities	1
HP Help and Support	107
HP Image Zone	2
HP Imaging Device Functions	4
HP Insight Diagnostics Online Edition for Windows	1
HP Insight Diagnostics Online Edition for Windows	8
HP Insight Management Agents	9
HP Insight Management WBEM Providers	2
HP Insight Management WBEM Providers for Windows Server 2003/2008	2
HP Install Network Printer Wizard	2
HP Integrated Module with Bluetooth wireless technology	1
hp LaserJet 1160/1320 series	2
HP LaserJet 2410/2420/2430	2
HP LaserJet 4050 Printing System	1
HP LaserJet 4100 Uninstaller	2
hp LaserJet 4250/4350/4240	26
HP LaserJet P2015 Series	2
HP LaserJet P2030 Series	1
HP LaserJet P2050 Series	2
hp LaserJet Toolbox	2
HP Lights-Out Online Configuration Utility	11
HP Notebook Accessories Product Tour	1
HP OfficeJet J4500 Series	1
HP Performance Tuning Framework	5
HP Photosmart Essential	2
HP PrecisionScan Pro	1
HP Printer Access Tool	11
HP ProCurve Manager	2
HP Product Assistant	1
HP Product Detection	7
HP ProLiant Integrated Management Log Viewer	13
HP ProLiant IPMI WMI Provider	1
HP ProLiant Remote Monitor Service	12
HP ProtectTools Security Manager	2
HP PSC & OfficeJet	2
HP Quick Launch Buttons	2
HP Sizer for Microsoft Exchange Server	1
HP Smart Array SAS/SATA Event Notification Service	9
HP Smart Card Security for ProtectTools	1
HP Smart Web Printing	1
HP Software Update	7

Schedule 2.01(p)  
Seller Intellectual Property Assets

HP Solution Center	2
HP Solution Center and Imaging Support Tools	1
HP StorageWorks Library And Tape Tools	1
HP StorageWorks Sizing Tool	1
HP System Management Homepage	12
HP Update	5
HP User Guide Bluetooth Addendum	1
HP User Guides	1
HP Version Control Agent	13
HP Web Jetadmin	2
HP Wireless Assistant	2
HP Workstation User Guides	5
HP WWAN Setup Utility	1
HPCarePackCore	1
HPCarePackProducts	1
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powerscribeServer	3
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QualityNet Exchange 2.0 Installation	1
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SQL Server System CLR Types	1
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Symantec Backup Exec (TM) 11d for Windows Servers	1
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SysRose Syslog Desktop	1
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Tempurity Monitor	1
Texas Instruments PCIxx21/x515/xx12 drivers.	1
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Schedule 2.01(p)  
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Schedule 2.02(s)  
Excluded Assets

None.

Schedule 2.05(c)  
Closing Balance Sheets

[To be completed]

Schedule 3.05  
Legal and Regulatory Compliance

1. The Centers for Medicare and Medicaid Services has notified Seller that Seller is no longer deemed to meet the Medicare Conditions of Participation and is now under the survey jurisdiction of the Illinois Department of Public Health.
2. Seller has received correspondence from National Government Services, a CMS contractor, indicating that Seller is currently subject to a "Prepay Probe Review" for services billed under modifier 25. The most recent correspondence, dated May 19, 2010, indicates that Seller is part of an active Progressive Corrective Action investigation.
3. Seller received correspondence dated January 27, 2010 from a Recovery Audit Contractor, CGI Federal, requesting ten additional medical records for DRG codes relating to the following procedures or diagnoses: (i) excisional debridement; (ii) renal failure; (iii) septicemia; (iv) extensive operating room procedures; and (v) respiratory system.
4. The U.S. Department of Labor -- Office of Federal Contract Compliance Programs notified Seller on April 23, 2010 that Seller was selected for a compliance review as a federal contractor based on TRICARE reimbursement.
5. See the proceedings and claims set forth on Schedule 3.24.
6. Seller began checking employees and governing board members against the OIG excluded provider website in spring 2010. This review is to be completed annually by the HR department. No employees have been identified against the published list to date. Seller has not historically screened vendors and independent contractors for exclusion.
7. As a condition of the review process for privileges, Medical Staff Physicians are screened against the OIG excluded provider database at the time of application and again monthly. Seller does not screen using the GSA database.
8. Seller does not conduct reviews of the Illinois Department of Healthcare and Family Services' Office of Inspector General list of providers who are terminated, suspended, barred, or voluntarily withdrawn or otherwise excluded from participation in the Illinois Medical Assistance Program.

Schedule 3.06  
Financial Statements

See the following attached financial statements:

1. Audited Consolidated Balance Sheets of Holy Cross Hospital and Holy Cross Health Partners, Inc. as of June 30, 2009 and June 30, 2008.
  
2. Audited Consolidated Balance Sheets of Holy Cross Hospital and Holy Cross Health Partners, Inc. as of June 30, 2010 and June 30, 2009.

# **Holy Cross Hospital and Affiliate**

Consolidated Financial Report  
June 30, 2009

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# McGladrey & Pullen

Certified Public Accountants

## Independent Auditor's Report on the Consolidated Financial Statements

To the Board of Trustees  
Holy Cross Hospital  
Chicago, Illinois

We have audited the accompanying consolidated balance sheets of Holy Cross Hospital and Affiliate (the "Hospital") as of June 30, 2009 and 2008, and the related consolidated statements of operations and changes in net assets and of cash flows for the years then ended. These financial statements are the responsibility of the Hospital's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Holy Cross Hospital and affiliate as of June 30, 2009 and 2008, and the results of their operations and changes in net assets and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

*McGladrey & Pullen, LLP*

Chicago, Illinois  
October 16 2009

HOLY CROSS HOSPITAL AND AFFILIATE

CONSOLIDATED BALANCE SHEETS

June 30, 2009 and 2008

ASSETS	2009	2008
Current Assets		
Cash and cash equivalents	\$ 20,773,632	\$ 7,781,753
Assets whose use is limited - externally designated under bond agreements	510,156	413,676
Patient accounts receivable, less allowances for uncollectible accounts of \$11,356,000 in 2009 and \$11,247,000 in 2008	15,938,870	14,371,609
Contribution receivable	948,387	-
Inventory	1,461,829	1,452,130
Prepaid expenses and other current assets	1,485,629	2,446,068
Total current assets	<u>41,118,563</u>	<u>26,465,466</u>
Assets Whose Use is Limited, net of amounts required to meet current obligations		
Internally designated for capital improvements	32,033	1,206,432
Externally designated under grant agreements	-	4,180,299
	<u>32,033</u>	<u>5,386,731</u>
Other investments	1,226,022	1,223,507
Property and Equipment, net	42,813,005	39,319,081
Other Assets	4,491	7,058
Deferred Bond Issuance Costs, net of amortization of \$234,419 in 2009 and \$36,049 in 2008	213,981	362,351
Total assets	<u>\$ 85,408,095</u>	<u>\$ 72,764,194</u>

See Notes to Consolidated Financial Statements.

**HOLY CROSS HOSPITAL AND AFFILIATE**

**CONSOLIDATED BALANCE SHEETS**

June 30, 2009 and 2008

<b>LIABILITIES AND NET ASSETS</b>	<b>2009</b>	<b>2008</b>
<b>Current Liabilities</b>		
Notes payable	\$ 682,496	\$ 1,032,496
Current portion of long-term debt	3,129,881	2,102,462
Accounts payable	7,371,217	9,273,345
Accrued salaries and expenses	7,617,114	7,112,673
Accrued interest	12,225	35,015
Current portion of accrued pension and postretirement benefits	236,000	303,000
Due to third-party payors	5,049,687	3,545,595
<b>Total current liabilities</b>	<u>24,098,620</u>	<u>23,404,586</u>
<b>Noncurrent Liabilities</b>		
Long-term debt, less current portion	13,331,614	16,045,220
Accrued pension and postretirement benefits, net of current portion	24,026,963	6,850,587
Professional liability	3,037,000	3,050,000
<b>Total noncurrent liabilities</b>	<u>40,389,577</u>	<u>25,945,817</u>
<b>Total liabilities</b>	<u>64,488,197</u>	<u>49,350,403</u>
 Commitments and Contingencies (Notes 9, 11 and 12)		
 <b>Net Assets</b>		
Unrestricted	19,776,686	18,963,667
Temporarily restricted	1,143,212	4,450,124
<b>Total net assets</b>	<u>20,919,898</u>	<u>23,413,791</u>
<b>Total liabilities and net assets</b>	<u>\$ 85,408,095</u>	<u>\$ 72,764,194</u>

**HOLY CROSS HOSPITAL AND AFFILIATE**

**CONSOLIDATED STATEMENTS OF OPERATIONS AND CHANGES IN NET ASSETS**  
**Years Ended June 30, 2009 and 2008**

	2009	2008
<b>Revenue:</b>		
Net patient service revenue	\$ 101,697,666	\$ 111,142,732
Capitation revenue	5,150,073	5,433,083
Investment income	7,306	70,955
Other revenue	1,717,922	4,570,129
House Bill 5151 revenue	9,775,000	-
Medicaid hospital assessment revenue	12,869,822	7,748,665
Net assets released from restrictions - used for operations	165,440	381,320
	<u>131,402,029</u>	<u>129,346,884</u>
<b>Expenses:</b>		
Salaries and employee benefits	46,874,823	57,531,310
Professional fees	10,207,592	11,027,215
Food, drugs and medical supplies	12,710,067	13,299,099
Supplies, utilities and other	20,801,836	19,346,299
Medicaid hospital assessment tax	5,509,296	4,666,348
Provision for uncollectible accounts	13,019,660	14,453,325
Depreciation and amortization	5,504,109	4,104,863
Interest	678,053	1,252,815
	<u>118,205,636</u>	<u>125,781,185</u>
<b>Income from operations</b>	<u>13,196,393</u>	<u>3,565,699</u>
<b>Nonoperating income:</b>		
Investment income	124,012	350,706
Loss on extinguishment of debt	-	(525,664)
<b>Total nonoperating income, net</b>	<u>124,012</u>	<u>(174,958)</u>
<b>Excess of revenue over expenses</b>	<u>\$ 13,320,405</u>	<u>\$ 3,390,741</u>

(Continued)

HOLY CROSS HOSPITAL AND AFFILIATE

CONSOLIDATED STATEMENTS OF OPERATIONS AND CHANGES IN NET ASSETS (CONTINUED)

Years Ended June 30, 2009 and 2008

	2009	2008
<b>Unrestricted Net Assets</b>		
Excess of revenue over expenses	\$ 13,320,405	\$ 3,390,741
Net assets released from restrictions - used for property and equipment	4,990,215	2,376,659
Pension-related changes other than net periodic pension cost	(17,497,601)	(4,707,305)
Contribution of equipment	-	1,804,372
Increase in unrestricted net assets	<u>613,019</u>	<u>2,866,467</u>
<b>Temporarily Restricted Net Assets</b>		
Contributions	1,838,743	579,698
Net assets released from restrictions	(5,145,655)	(2,759,979)
Decrease in temporarily restricted net assets	<u>(3,306,912)</u>	<u>(2,180,281)</u>
(Decrease) increase in net assets	(2,493,893)	686,186
Net assets, beginning of the year	<u>23,413,791</u>	<u>22,727,605</u>
Net assets, end of the year	<u>\$ 20,919,898</u>	<u>\$ 23,413,791</u>

See Notes to Consolidated Financial Statements.

HOLY CROSS HOSPITAL AND AFFILIATE

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended June 30, 2009 and 2008

	2009	2008
<b>Cash Flows from Operating Activities</b>		
(Decrease) increase in net assets	\$ (2,493,893)	\$ 686,186
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Provision for uncollectible accounts	13,919,660	14,453,325
Loss on early extinguishment of Series 1994 bonds	-	526,664
Depreciation	5,353,172	3,999,615
Amortization	158,937	105,048
Forgiveness of note payable and related accrued interest	-	(2,730,342)
Contribution of equipment	-	(1,804,372)
Changes in operating assets and liabilities:		
Patient accounts receivable	(15,487,121)	(13,765,664)
Contribution receivable	(848,387)	-
Inventory, prepaid expenses and other current assets	\$50,680	(1,474,567)
Due to/from third-party payors, net	1,504,092	2,971,913
Accounts payable and other liabilities	(729,339)	801,685
Accrued pension and postretirement benefits	17,103,366	4,204,650
<b>Net cash provided by operating activities</b>	<u>19,323,367</u>	<u>7,972,446</u>
<b>Cash Flows from Investing Activities</b>		
Purchases of property and equipment	(7,541,176)	(7,276,755)
Purchase of investments whose use is limited and other investments	(856,452)	(6,456,580)
Proceeds from sales of investments whose use is limited and other investments	3,354,356	6,830,265
<b>Net cash used in investing activities</b>	<u>(3,055,273)</u>	<u>(6,903,070)</u>
<b>Cash Flows from Financing Activities</b>		
Payments of bond issuance costs	-	(449,853)
Payments on notes payable	(350,000)	(550,000)
Proceeds from contributions used for the purchase of capital assets	770,900	3,825,333
Retirement of long-term debt - Series 1994 bonds	-	(19,600,000)
Proceeds from long-term debt - Series 2007 bonds	-	16,000,000
Payments on long-term debt	(2,253,187)	(335,122)
Proceeds from long-term debt	-	815,463
Payment of accounts payable for property and equipment	(1,441,059)	(346,283)
<b>Net cash used in financing activities</b>	<u>(3,275,245)</u>	<u>(1,040,457)</u>
<b>Net increase in cash and cash equivalents</b>	12,991,849	28,899
Cash and cash equivalents, beginning of year	7,781,783	7,752,884
Cash and cash equivalents, end of year	<u>\$ 20,773,632</u>	<u>\$ 7,781,783</u>
<b>Supplemental Disclosure of Cash Flow Information</b>		
Cash paid for interest	\$ 662,861	\$ 1,704,793
<b>Supplemental Schedule of Noncash Investing and Financing Activities</b>		
Purchases of equipment in accounts payable	\$ 738,920	\$ 1,443,058
Equipment financed through capital lease	\$ 567,000	\$ -

See Notes to Consolidated Financial Statements.

## HOLY CROSS HOSPITAL AND AFFILIATE

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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#### **Note 1. Nature of Business and Summary of Significant Accounting Policies**

**Nature of business:** The accompanying consolidated financial statements represent the accounts of Holy Cross Hospital (Hospital) and its wholly owned affiliate, Holy Cross Health Partners, Inc. (HCHP). The Hospital is a Illinois not-for-profit corporation. The Hospital provides inpatient, outpatient and emergency care services to residents of the Chicago Metropolitan area. The Hospital is the sole shareholder of HCHP, an Illinois for-profit corporation that was incorporated in 1998. HCHP's purpose is to administer and negotiate contracts on behalf of participating health care providers.

A summary of significant accounting policies follows:

**Principles of consolidation:** The consolidated financial statements include the Hospital and HCHP. All significant intercompany accounts and transactions have been eliminated in consolidation.

**Use of estimates:** The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. The use of estimates and assumptions in the preparation of the accompanying financial statements is primarily related to the determination of the net patient receivables and settlements with third-party payors and the accruals for pension and professional and general liability. Due to uncertainties inherent in the estimation and assumption process, it is at least reasonably possible that changes in these estimates and assumptions in the near-term would be material to the financial statements.

**Basis of presentation:** The Hospital may classify its net assets into three categories, which are unrestricted, temporarily restricted and permanently restricted.

Unrestricted net assets are reflective of revenues and expenses associated with the principal operating activities of the Hospital and are not subject to donor-imposed stipulations.

Temporarily restricted net assets are subject to donor-imposed stipulations that may or will be met either by actions of the Hospital and/or the passage of time. The Hospital has temporarily restricted net assets which are available for operations or improvements to the physical facility. When a donor restriction expires, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statements of operations and changes in net assets as assets released from restriction. Temporarily restricted net assets are primarily available for construction and purchases of equipment at June 30, 2009 and 2008.

Permanently restricted net assets are subject to donor-imposed stipulations that they be maintained permanently by the Hospital. The Hospital had no permanently restricted net assets at June 30, 2009 and 2008.

**Donor-restricted gifts:** Unconditional promises to give cash and other assets to the Hospital are reported at fair value at the date the promise is received. Conditional promises to give and indication of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statements of changes in net assets as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying financial statements.

**Cash and cash equivalents:** All investments that are not limited as to use with an original maturity of three months or less when purchased are reflected as cash and cash equivalents. The carrying value of cash equivalents approximates fair value.

## HOLY CROSS HOSPITAL AND AFFILIATE

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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#### **Note 1. Nature of Business and Summary of Significant Accounting Policies (Continued)**

Throughout the year, the Hospital may have amounts on deposit with financial institutions in excess of those insured by the FDIC. Management does not believe that this presents a significant risk to the Hospital.

**Patient accounts receivable, provision for uncollectible accounts and due from/to third party payors:** The collection of receivables from third-party payors and patients is the Hospital's primary source of cash for operations and is critical to its operating performance. The primary collection risks relate to uninsured patient accounts and patient accounts for which the primary insurance payor has paid, but patient responsibility amounts (deductibles and copayments) remain outstanding. Patient receivables, where a third-party payor is responsible for paying the amount, are carried at a net amount determined by the original charge for the service provided, less an estimate made for contractual adjustments or discounts provided to third-party payors.

Patient receivables due directly from the patients are carried at the original charge for the service provided less amounts covered by third-party payors, discounts for patients that are uninsured and an estimated allowance for doubtful receivables. Management estimates this allowance based on the aging of its accounts receivable and its historical collection experience for each payor type. Recoveries of receivables previously written off are recorded as a reduction of bad debt expense when received.

The past due status of receivables is determined on a case-by-case basis depending on the payor responsible. Interest is generally not charged on past due accounts.

Receivables or payables related to estimated settlements on various payor contracts, primarily Medicare, are reported as amounts due from or to third-party payors. Significant changes in payor mix, business office operations, economic conditions or trends in federal and state governmental health care coverage could affect the Hospital's collection of accounts receivable, cash flows and results of operations.

Receivables and payables related to the Medicaid Hospital Assessment Program are reported as amounts due from/to third-party payors.

**Inventory:** Inventory is stated at cost, determined by the first-in, first-out method.

**Deferred bond issuance costs:** Bond issuance costs are deferred and amortized over the life of the related debt on a method that approximates the effective yield method.

**Assets whose use is limited and other investments:** Investments in money market accounts are measured at fair value which approximates cost. Investments in equity securities with readily determinable fair values and all investments in debt securities are carried at fair value. Fair value is based on quoted market prices for those or similar investments. Investments in certificates of deposit are carried at cost, which approximates fair value.

Assets whose use is limited consist of investments set aside by the Board of Trustees for future capital improvements, over which the Board retains control and may, at its discretion, subsequently use for other purposes. Additionally, assets whose use is limited include investments held by trustees under debt agreements and investments maintained under the grant agreement with the State of Illinois for the expansion of emergency services and life safety improvements to the physical facility.

## HOLY CROSS HOSPITAL AND AFFILIATE

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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#### **Note 1. Nature of Business and Summary of Significant Accounting Policies (Continued)**

Investments are regularly evaluated for impairment. The Hospital considers factors affecting the investee, factors affecting the industry the investee operates within, and general debt and equity market trends. The Hospital considers the length of time an investment's fair value has been below carrying value, the near-term prospects for recovery to carrying value, and the intent and ability to hold the investment until maturity or market recovery is realized. If and when a determination is made that a decline in fair value below the cost basis is other than temporary, the related investment is written down to its estimated fair value and included as a realized loss in excess of revenues over expenses.

**Property and equipment:** Property and equipment are stated at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method. Leased equipment under capital leases is amortized over the shorter of the lease term or estimated useful life unless it contains a bargain purchase option which the Hospital expects to exercise. Amortization expense on assets acquired under capital leases is included with depreciation expense on owned assets. Interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

Gifts of long-lived assets such as land, buildings, or equipment are reported as unrestricted support and are excluded from the excess of revenue over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

**Accrued professional liability:** The provision for accrued professional liability includes estimates of the ultimate costs for claims incurred but not reported. The provision is actuarially determined.

**Net patient service revenue:** The Hospital has agreements with third-party payors that provide for payments to the Hospital at amounts different from its established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges, and per diem payments. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

**Capitation revenue:** The Hospital has agreements with various Health Maintenance Organizations (HMOs) to provide medical services to subscribing participants. Under these agreements, the Hospital receives monthly capitation payments based on the number of each HMO's participants, regardless of services actually performed by the Hospital. In addition, the HMOs make fee-for-service payments to the Hospital for certain covered services based upon discounted fee schedules.

**Results of operations:** The statement of operations and changes in net assets includes excess of revenues over expenses. Changes in unrestricted net assets that are excluded from excess of revenues over expenses, consistent with industry practice, include net assets released from restrictions used for property and equipment, contributions of equipment, as well as pension-related changes other than the net periodic pension cost.

## HOLY CROSS HOSPITAL AND AFFILIATE

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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#### Note 1. Nature of Business and Summary of Significant Accounting Policies (Continued)

**Charity care and uninsured allowance:** The Hospital provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than established rates. Because the Hospital does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

Beginning April 1, 2009, the Hospital provided a 64 percent discount from customary charges for uninsured patients. Prior to April 1, 2009, the Hospital provided a 30 percent discount. Charity care includes foregone charges for uninsured patients denied coverage by Public Aid.

**Income taxes:** The Hospital is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. HCHP is subject to federal and state income taxes, which are not significant to the consolidated operations.

**Recent accounting pronouncements:** In June 2006, the Financial Accounting Standards Board (FASB) issued FASB Interpretation No. 48 (FIN 48), *Accounting for Uncertainty in Income Taxes – an interpretation of FASB Statement 109*. FIN 48 clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements in accordance with FASB Statement No. 109, *Accounting for Income Taxes*. FIN 48 prescribes a comprehensive model for recognizing, measuring, presenting and disclosing in the financial statements tax positions taken or expected to be taken on a tax return including positions that the organization is exempt from income taxes or not subject to income taxes on unrelated business income. If there are changes in net assets as a result of application of FIN 48 these will be accounted for as an adjustment to the opening balance of net assets. Additional disclosures about the amounts of such liabilities will be required also. The Hospital presently discloses or recognizes income tax positions based on management's estimate of whether it is reasonably possible or probable, respectively, that a liability has been incurred for unrecognized income tax benefits by applying FASB Statement No. 5, *Accounting for Contingencies*. The Hospital has elected to defer the application of FIN 48 in accordance with FASB Staff Position (FSP) FIN 48-3. This FSP defers the effective date of FIN 48 for nonpublic enterprises, such as the Hospital, included within its scope to the annual financial statements for fiscal years beginning after December 15, 2008. The Hospital will be required to adopt FIN 48 in its 2010 annual financial statements. Management is currently assessing the impact of FIN 48 on its consolidated financial position and results of operations and has not determined if the adoption of FIN 48 will have a material effect on its financial statements.

In February 2008, the FASB issued FASB Staff Position (FSP) FAS 157-2, *Effective Date of FASB Statement No. 157*. FSP FAS 157-2 defers the effective date of SFAS No. 157 to fiscal years beginning on or after November 15, 2008, and interim periods within those fiscal years, for nonfinancial assets and nonfinancial liabilities, except for those items that are recognized or disclosed at fair value in the financial statements on a recurring basis. The Hospital has not fully evaluated the impact, if any, of adoption of this pronouncement on its financial statements.

In June 2009, the FASB issued SFAS No. 168, *the FASB Accounting Standards Codification and the Hierarchy of Generally Accepted Accounting Principles – A Replacement of FASB Statement No. 16*. Effective for financial statements issued for interim and annual periods ending after September 15, 2009, SFAS No. 168 will become the single source of authoritative U.S. accounting and reporting standards to be applied by nongovernmental entities, except for rules and interpretive releases of the SEC and grandfathered guidance. Grandfathered guidance consists of instances where an entity has followed and continues to follow an accounting treatment that was previously in category (c) or category (d), as described in Statement No. 162, if the effective date of that guidance was before March 15, 1992. Superseded accounting standards that have allowed for the continued application of that guidance for transactions that have an ongoing effect on the entity's financial statements are also considered grandfathered guidance. The Hospital does not expect the adoption of this pronouncement to have a significant impact on its financial statements.

**HOLY CROSS HOSPITAL AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

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**Note 1. Nature of Business and Summary of Significant Accounting Policies (Continued)**

In December 2008, the FASB issued Staff Position No. FAS 132(R)-1, *Employers' Disclosures about Postretirement Benefit Plan Assets* (FSP FAS 132(R)-1). FSP FAS 132(R)-1 requires more detailed disclosures about employers' plan assets in a defined benefit pension or other postretirement plan, including employers' investment strategies, major categories of plan assets, concentrations of risk within plan assets, and inputs and valuation techniques used to measure the fair value of plan assets. FSP FAS 132(R)-1 also requires, for fair value measurements using significant unobservable inputs (Level 3), disclosure of the effect of the measurements on changes in plan assets for the period. The disclosures about plan assets required by FSP FAS 132(R)-1 must be provided for fiscal years ending after December 15, 2009. As this pronouncement is only disclosure-related, it will not have an impact on the financial position and results of operations.

**Reclassifications:** Certain amounts in the 2008 financial statements have been reclassified to conform with the 2009 presentation with no effect on the net assets.

**Subsequent events:** Management has evaluated subsequent events for potential recognition and/or disclosure through October 16, 2009, the date the financial statements were available to be issued.

**Note 2. Contractual Arrangements With Third-Party Payors**

The Hospital has agreements with third-party payors which provide for reimbursement to the Hospital at amounts different from its established rates. Contractual adjustments under third-party reimbursement programs represent the difference between the Hospital's billings at list price and the amounts reimbursed by Medicare, Medicaid, Blue Cross, and certain other third-party payors; and any differences between estimated third-party reimbursement settlements for prior years and subsequent final settlements. Contractual adjustments under third-party reimbursement programs are accrued on an estimated basis in the period the related services are rendered and are adjusted in future periods as final settlements are determined. A summary of the basis of reimbursement with major third-party payors follows:

**Medicare:** The Hospital is paid for inpatient acute care and outpatient care services rendered to Medicare program beneficiaries under prospectively determined rates per discharge (Prospective Payment System). These rates vary according to a patient classification system that is based on clinical, diagnostic and other factors. The Hospital's classification of patients under the Prospective Payment System and the appropriateness of the patient's admissions are subject to validation reviews. The Hospital is reimbursed at tentative rates with final settlement determined after submission of annual reimbursement reports by the Hospital and audits by the Medicare fiscal intermediary.

**Medicaid:** The Hospital is reimbursed at prospectively determined rates for each Medicaid inpatient discharge. Outpatient services are reimbursed based on established fee screens. For inpatient acute care services, payment rates vary according to a patient classification system that is based on clinical, diagnostic and other factors. The prospectively determined rates are not subject to retroactive adjustment. The Hospital also receives incremental Medicaid reimbursement for specific programs and services at the discretion of the State of Illinois Medicaid Program. Medicaid reimbursement may be subject to periodic adjustment, as well as to changes in existing payment levels and rates, based on the amount of funding available to the Medicaid program.

## HOLY CROSS HOSPITAL AND AFFILIATE

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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#### Note 2. Contractual Arrangements With Third-Party Payors (Continued)

**Blue Cross:** The Hospital also participates as a provider of health care services under a reimbursement agreement with Blue Cross. The provisions of this agreement stipulate that services will be reimbursed at a tentative reimbursement rate and that final reimbursement for these services is determined after the submission of an annual cost report by the Hospital and a review by Blue Cross.

**Managed Care Organizations:** The Hospital has also entered into reimbursement agreements with certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment under these agreements includes discounts from established charges and prospectively determined per diem rates.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term. The Hospital believes that it is in compliance with all applicable laws and regulations and is not aware of any pending or threatened investigations involving allegations of potential wrongdoing. While no such regulatory inquiries have been made, compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Net patient service revenue was increased by approximately \$501,200 and \$1,669,000 for the years ended June 30, 2009 and 2008, respectively, due to the removal of allowances previously estimated that are no longer necessary as a result of accrual adjustments and final settlements.

Due to the Hospital's relatively high Medicaid patient volume, the Hospital receives additional reimbursement (approximately \$4,513,000 in both 2009 and 2008) in the form of Safety Net Adjustment Payments (SNAP), the majority of which is provided by the Illinois Medicaid program. The Hospital also received approximately \$900,000 in 2009 and \$3,750,000 in 2008 of additional reimbursement in the form of Critical Hospital Adjustment Payments (CHAP). The Hospital will continue to receive \$900,000 in CHAP payments from the Illinois Medicaid program through 2013. Whether the program will be extended beyond 2013 is uncertain at this time. The Hospital also received additional payments from the Illinois Medicaid Disproportionate Share Hospital program (DSH) of approximately \$2,000,000 and \$1,794,000 at June 30, 2009 and 2008, respectively, to provide services that are vital to Medicaid patients. However, subsequent to June 30, 2008, the Illinois DSH status of the Hospital has been contested by the Illinois Department of Health and Family Services (HFS) for fiscal year 2009. Accordingly, the Hospital has established a liability of approximately \$2,000,000, which is included in due to third-party payors, and is working with HFS to resolve the issue. For the year ended June 30, 2009, the Hospital received a one-time payment of \$9,775,000 related to House Bill 5151 which funded a catastrophic relief fund for certain hospitals with significant Medicaid utilization.

In December 2008, the Federal Centers for Medicare & Medicaid Services (CMS) approved State of Illinois (State) legislation for a Medicaid Hospital Assessment Program (Program) relating to the period July 1, 2008 to June 30, 2013. CMS had previously approved a similar program in December 2006 covering the period August 15, 2005 to June 30, 2008. Under these Programs, the Hospital received additional Medicaid reimbursement from the State and paid the related assessment taxes. Total reimbursement revenue recognized by the Hospital for fiscal years 2009 and 2008 was \$12,869,822 and \$7,748,665, respectively. Total assessment tax incurred by the Hospital for fiscal years 2009 and 2008 related to this program was \$5,509,296 and \$4,666,346, respectively. The Hospital will continue to receive a net reimbursement of approximately \$7,381,000 from this Program through 2013. Whether the Program will be extended beyond 2013 is uncertain at this time.

**HOLY CROSS HOSPITAL AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Note 3. Community Commitment**

Community commitment includes charity care for patient care services rendered to the community at a reduced or no fee due to the inability of the patient to pay for services. Community commitment also includes the difference between the estimated cost of services provided to Medicaid patients and the reimbursement from this governmental program. The estimated amount of community commitment provided for the years ended June 30, 2009 and 2008 is as follows:

	2009	2008
Charity care (foregone charges)	\$ 10,435,701	\$ 9,939,000
Uninsured discount	5,932,433	4,652,000
Unreimbursed cost (estimated cost, less reimbursement)	10,060,748	8,663,849

In addition, the Hospital is involved in many community benefit activities. These activities are conducted free of charge or below the cost of providing them.

**Note 4. Concentrations of Credit Risk**

The Hospital grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. The mix of receivables from patients and third-party payors at June 30, 2009 and 2008 is as follows:

Concentration of Risk	2009	2008
Medicare	21 %	18 %
Medicaid	27	27
Managed care	15	17
Self pay	26	28
Other	11	10
	100 %	100 %

Gross revenue from the Medicare program accounted for approximately 45 percent and 44 percent, respectively, for the years ended June 30, 2009 and 2008. Revenue from the Medicaid program accounted for approximately 25 percent and 26 percent of the Hospital's gross patient revenue for the years ended June 30, 2009 and 2008, respectively.

**HOLY CROSS HOSPITAL AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Note 5. Assets Whose Use is Limited and Other Investments**

Assets whose use is limited and other investments consist primarily of certificates of deposit and money market funds.

Total investment return for the years ended June 30, 2009 and 2008 is summarized as follows:

	2009	2008
Dividend and interest income	\$ 131,318	\$ 421,661
Reported as:		
Investment income—operations	\$ 7,306	\$ 70,955
Investment income—nonoperating	124,012	350,706
	<u>\$ 131,318</u>	<u>\$ 421,661</u>

**Note 6. Property and Equipment**

Property and equipment consist of the following at June 30, 2009 and 2008:

	2009	2008
Land and improvements	\$ 2,932,247	\$ 2,838,932
Buildings	52,843,038	44,892,233
Equipment	83,039,051	76,485,322
Construction in progress	321,381	6,085,075
	<u>139,135,717</u>	<u>130,302,462</u>
Less accumulated depreciation and amortization	(96,322,712)	(90,983,381)
	<u>\$ 42,813,005</u>	<u>\$ 39,319,081</u>

The amounts above include assets under capital leases that are capitalized using interest rates appropriate at the inception of each lease. Equipment under capital leases is as follows at June 30, 2009 and 2008:

	2009	2008
Equipment	\$ 8,517,411	\$ 7,950,411
Less accumulated amortization	(6,100,851)	(5,510,661)
	<u>\$ 2,416,560</u>	<u>\$ 2,439,750</u>

The Hospital received a contribution of equipment during the fiscal year ended June 30, 2008 of \$1,804,372. This amount was recorded as an increase in equipment and unrestricted net assets.

HOLY CROSS HOSPITAL AND AFFILIATE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

**Note 7. Pledged Assets, Notes Payable and Long-Term Debt**

The Hospital has a note payable with a bank with a balance of \$682,496 and \$1,032,496 at June 30, 2009 and 2008, respectively. The note payable requires monthly payments of \$50,000, plus interest at 4.40 percent, and is due September 2009. This note payable was subsequently renewed to May 2010 at a rate of 1.9 percent. The loan is guaranteed by another organization.

At June 30, 2007 the Hospital had a Secured Revolving Demand Note with the Sisters of St. Casimir in the amount of \$5,000,000 with an interest rate of 3.00% on balances outstanding. There was \$2,500,000 outstanding on this note at June 30, 2007. In December 2007, the Sisters of St. Casimir forgave the remaining outstanding note with a balance of \$2,500,000 and the related accrued interest in the amount of \$230,342. The Hospital recognized a gain from this forgiveness in the amount of \$2,730,342 at June 30, 2008, which was included in Other revenue in the Consolidated Statements of Operations and Changes in Net Assets.

Long-term debt is comprised of the following at June 30, 2009 and 2008:

	2009	2008
Illinois Finance Authority Adjustable Rate Demand Revenue Refunding Bonds, Series 2007, interest payable monthly at the daily, weekly, adjustable or fixed rate as defined by the remarketing agent, 0.38% at June 30, 2009, due July 2024, \$375,000 in principal payment due quarterly, collateralized by a letter of credit agreement and substantially all assets of the Hospital	\$ 14,125,000	\$ 16,000,000
Bank note, monthly payments of \$8,233 including interest at 6%, due October 1, 2009, secured by certain real estate, subsequently renewed to January 2010 at 2.35%	1,270,452	1,291,262
Capitalized leases, varying amounts, secured by related equipment	1,066,043	856,420
	16,461,495	18,147,682
Less current maturities	(3,129,881)	(2,102,462)
	\$ 13,331,614	\$ 16,045,220

HOLY CROSS HOSPITAL AND AFFILIATE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

**Note 7. Pledged Assets, Notes Payable and Long-Term Debt (Continued)**

The Series 2007 bonds can be called on a daily basis by the bondholder. The Hospital has a remarketing agreement with underwriters that provides for a "best efforts" remarketing of the bonds. The Hospital anticipates that additional bonds will be issued to the extent of the maturities; however, there can be no guarantee that these bonds can or will be remarketed. The bonds are secured by a letter of credit totaling \$14,260,445, which expires on December 5, 2010. If the letter of credit is drawn on to pay for bonds that were not remarketed, such amounts are due immediately or on a fully amortized basis over a five-year term, at the choice of the Hospital, commencing 365 days after the drawing, in level monthly installments of principal and interest. If payment is not made immediately, the reimbursement obligation bears interest at the prime rate or up to the prime rate plus 1.5 percent, depending on the timing of repayment.

The bonds proceeds were used to finance the construction, renovation, and equipping of certain health care facilities of the Hospital; to pay certain prior indebtedness in full, and to pay certain expenses incurred in connection with the issuance of the bonds. In accordance with the bond trust indentures, certain funds were established and are held by a trustee. At June 30, 2009 and 2008, such trustee-held funds included the following:

	2009	2008
Debt service reserve fund	\$ 510,156	\$ 377,852
Bond sinking fund	-	-
Interest fund	-	36,024
	<u>\$ 510,156</u>	<u>\$ 413,876</u>

Assuming the bonds are not called, maturities of long-term debt and future payments under capital leases are as follows:

Year ended June 30,	Revenue Bonds	Bank Note	Capital Leases	Total
2010	\$ 1,500,000	\$ 1,270,452	\$ 416,457	\$ 3,186,909
2011	1,500,000	-	422,082	1,922,082
2012	1,500,000	-	282,055	1,782,055
2013	1,500,000	-	48,138	1,548,138
2014	1,500,000	-	-	1,500,000
Thereafter	6,625,000	-	-	6,625,000
	<u>14,125,000</u>	<u>1,270,452</u>	<u>1,168,732</u>	<u>16,564,184</u>
Less interest payments	-	-	(102,689)	(102,689)
	<u>\$ 14,125,000</u>	<u>\$ 1,270,452</u>	<u>\$ 1,066,043</u>	<u>\$ 16,461,495</u>

Various debt agreements place capital expenditure limitations on the Hospital and require the Hospital to maintain certain amounts of unrestricted cash and investments and certain financial ratios. Among these required ratios, the Hospital must maintain a debt service coverage ratio, as defined, of 110 percent for fiscal year 2008 and 135 percent for each fiscal year thereafter.

HOLY CROSS HOSPITAL AND AFFILIATE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 8. Employee Benefit Programs

The Hospital has a noncontributory defined benefit pension plan and a noncontributory postretirement health plan. Effective June 30, 2005, the defined benefit pension plan's credited service was frozen, and the definition of pay was changed to exclude pay after 2014 (fully freezing the accrual of benefits at that point). The measurement dates used to determine the benefit obligations and fair value of plan assets were June 30, 2009 and 2008.

Obligations and funded status were as follows at June 30:

	2009		2008	
	Pension Benefits	Other Benefits	Pension Benefits	Other Benefits
<b>Change in benefit obligation</b>				
Benefit obligation, beginning of year	\$ 64,226,143	\$ 2,464,988	\$ 66,006,253	\$ 2,618,717
Service cost	-	-	-	-
Interest cost	4,237,242	156,173	4,077,268	154,809
Actuarial (gains) losses	4,354,968	(498,880)	(4,130,401)	(85,298)
Benefits paid	(2,519,532)	(111,710)	(2,326,897)	(223,242)
Benefit obligation, end of year	70,298,819	2,010,562	64,226,143	2,464,988
<b>Change in plan assets</b>				
Fair value of plan assets, beginning of year	59,537,534	-	65,276,023	-
Actual return on plan assets	(8,965,584)	-	(4,411,492)	-
Employer contributions	-	111,710	-	223,242
Benefits paid	(2,519,532)	(111,710)	(2,326,897)	(223,242)
Fair value of plan assets, end of year	48,052,418	-	59,537,534	-
<b>Funded status of the plan</b>	<b>\$ (22,246,401)</b>	<b>\$ (2,010,562)</b>	<b>\$ (4,688,609)</b>	<b>\$ (2,464,988)</b>

HOLY CROSS HOSPITAL AND AFFILIATE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 6. Employee Benefit Programs (Continued)

Amounts recognized in the consolidated balance sheet consist of:

	2009		2008	
	Pension Benefits	Other Benefits	Pension Benefits	Other Benefits
<b>Liabilities</b>				
Current liabilities	\$ -	\$ (236,000)	\$ -	\$ (303,000)
Noncurrent liabilities	(22,246,401)	(1,774,562)	(4,688,609)	(2,161,966)
Total recognized as a liability	\$ (22,246,401)	\$ (2,010,562)	\$ (4,688,609)	\$ (2,464,966)
<b>Unrestricted net assets</b>				
Net actuarial (gain) losses	\$ 16,171,509	\$ (698,436)	\$ (1,806,079)	\$ (384,406)
Net prior service cost (credit)	239,757	(309,766)	275,472	(349,531)
Total recognized in unrestricted net assets	\$ 16,411,266	\$ (1,178,202)	\$ (1,530,598)	\$ (733,937)

The accumulated benefit obligation was \$59,408,270 and \$63,458,340 at June 30, 2009 and 2008, respectively.

The components of net periodic pension (benefit) cost and other amounts recognized in unrestricted net assets for the years ended June 30, 2009 and 2008 are as follows:

	2009		2008	
	Pension Benefits	Other Benefits	Pension Benefits	Other Benefits
<b>Components of net periodic pension (benefit) cost:</b>				
Service cost	\$ -	\$ -	\$ -	\$ -
Interest cost	4,237,242	156,173	4,077,286	154,803
Expected return on plan assets	(4,657,029)	-	(4,603,179)	-
Amortization of unrecognized prior service costs (credits)	35,715	(39,765)	35,715	(39,765)
Amortization of unrecognized net losses	-	(14,861)	-	(4,281)
	(384,072)	101,647	(390,178)	110,762
<b>Other changes in plan assets and benefit obligations recognized in unrestricted net assets:</b>				
Net actuarial loss (gain) loss	17,977,579	(498,889)	4,784,270	(65,296)
Net prior service cost (credit)	-	39,765	-	39,765
Amortization of prior service (cost) credit	(35,715)	14,861	(35,715)	4,281
Amortization of actuarial gain	-	(444,263)	-	(41,250)
Total recognized in net periodic benefit cost and unrestricted net assets	\$ 17,557,792	\$ (342,716)	\$ 4,358,379	\$ 68,612

The estimated prior service cost for the defined benefit pension plan that will be amortized from unrestricted net assets into net periodic benefit cost over the next fiscal year is \$35,715. The estimated net gain and prior service credit for the defined benefit post retirement plan that will be amortized from unrestricted net assets into net periodic benefit cost over the next fiscal year is \$94,530 and \$14,861, respectively.

HOLY CROSS HOSPITAL AND AFFILIATE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 8. Employee Benefit Programs (Continued)

Information relative to the assumptions used to determine the benefit obligations and net periodic benefit cost as of and for the years ended June 30 are as follows:

	2009		2008	
	Pension Benefits	Other Benefits	Pension Benefits	Other Benefits
Assumptions used to determine the benefit obligations at June 30:				
Discount rate	6.20%	6.20%	6.75%	6.75%
Rate of compensation increase	4.00%	4.00%	4.00%	4.00%
Medical inflation rate- year 1	N/A	8.00%	N/A	6.00%
Medical inflation rate- ultimate	N/A	5.00%	N/A	5.00%
Assumptions used to determine the net periodic benefit cost for the year ended June 30:				
Discount rate	6.75%	6.75%	8.25%	6.25%
Expected return on plan assets	7.50%	N/A	7.50%	N/A
Rate of compensation increase	4.00%	4.00%	4.00%	4.00%
Medical inflation rate- year 1	N/A	8.00%	N/A	8.00%
Medical inflation rate- ultimate	N/A	5.00%	N/A	5.00%
Year that the rate reaches the ultimate trend rate	N/A	2014	N/A	2010

The assumed health care cost trend rate has a significant effect on the amounts reported. A one-percentage-point change in the assumed health care cost trend rate would have the following effects:

	One Percentage Point Increase	One Percentage Point Decrease
Effect on total of service and interest cost components	\$ 3,173	\$ (2,878)
Effect on postretirement benefit obligation	54,412	(49,379)

The asset allocation of investment categories for the defined benefit plan at June 30, 2009 and 2008 was as follows:

	2009	2008
Equity securities	70 %	59 %
Debt securities	30	31
Total	100 %	100 %

The overall expected long-term rate of return on assets is based upon the weighted average expected long-term return of a target asset allocation of 60 percent – 70 percent equity securities and 30 percent – 40 percent debt securities. Debt securities are expected to have a long-term rate of return based on current interest levels. Equity securities are expected to have a long-term rate of return based on historical equity premiums over returns on debt securities.

**HOLY CROSS HOSPITAL AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Note 8. Employee Benefit Programs (Continued)**

There is no required contribution for the pension plan for the year ending June 30, 2010, however the Hospital expects to contribute \$458,000 to the pension plan in 2010. A contribution of \$236,000 is expected for other benefits for the year ending June 30, 2010. No plan assets are expected to be returned to the Hospital over the next fiscal year.

Estimated future benefit payments for the years ending June 30 are as follows (in thousands):

Years ending June 30,	Pension Benefits	Other Benefits
2010	\$ 3,076	\$ 236
2011	3,240	216
2012	3,451	204
2013	3,663	213
2014	3,874	212
2015 - 2019	22,539	899

Effective July 1, 2005, the Hospital established a 401(k) defined contribution retirement plan which is available to all employees after one month of service who work at least 1,040 hours per year and are at least 18 years old. The Hospital currently matches 100 percent of the participant's contribution up to a maximum of 1 percent of the participant's annual compensation, subject to the annual limit as required by the Internal Revenue Code. In 2008 the Hospital matched 100 percent of the participant's contribution up to a maximum of 3 percent of the participant's annual compensation. The Hospital's expense related to this plan for the years ended June 30, 2009 and 2008 was approximately \$294,000 and \$1,122,000, respectively.

**Note 9. Self-Insurance Program and Other Contingencies**

Since June 1, 1979, the Hospital's primary professional and general liability coverage has been provided through the Chicago Hospital Risk Pooling Program (CHRPP) with 15 other participating hospitals. CHRPP is a self-insured trust that provides coverage, after a nominal deductible, through the use of a fund specific to each participating hospital and two pooled funds, which include all CHRPP participating hospitals. Excess insurance coverage is purchased from a commercial insurance company. Required reserves and contributions by participating hospitals are determined annually by an independent actuary based on claim experience, investment performance and assumed self-insured retentions. The required contributions are subject to future retrospective adjustments. Effective January 1, 2003, CHRPP changed its coverage from occurrence basis to claims-made. The Hospital has recorded a reserve for incurred but not reported claims at June 30, 2009 and 2008 of \$3,037,000 and \$3,050,000, respectively, related to its estimated tail liability.

Accrued professional and general liability claim losses have been discounted at 5.5 percent for the years ended June 30, 2009 and 2008, respectively. The portion of the accrual for estimated professional and general liability claims expected to be paid within one year of the balance sheet dates is not readily determinable, and therefore, the entire accrual balance is classified as a noncurrent liability.

**HOLY CROSS HOSPITAL AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Note 9. Self-Insurance Program and Other Contingencies (Continued)**

Self-insured professional and general liability expense of approximately \$5,805,214 in 2009 and \$4,277,000 in 2008 has been included in professional fees in the accompanying consolidated statements of operations and changes in net assets. During the year ended June 30, 2009, the Hospital recorded an additional expense of \$1,238,000 related to the shortfall in CHRPP's Fund Assets compared to the actuarially projected liabilities. In 2008 the Hospital received a premium refund from CHRPP in the amount of approximately \$905,000, resulting in a decrease in the self-insurance professional and general liability expense for the year ended June 30, 2008. For the purposes of the incurred but not reported (IBNR) calculation the Hospital assumed potential losses at the level of \$3,000,000 for the years ended June 30, 2009 and 2008.

**Note 10. Functional Expenses**

The Hospital provides general health care services to residents within its geographic location. Expenses related to these services for the years ended June 30, 2009 and 2008 are as follows:

	2009	2008
Health care services	\$ 107,386,310	\$ 114,826,400
General and administrative	10,768,929	10,890,056
Fundraising	49,397	64,719
	<u>\$ 118,205,636</u>	<u>\$ 125,781,185</u>

Certain costs have been allocated among health care services and general and administrative.

**Note 11. Operating Leases**

The Hospital leases certain facilities and equipment under operating leases that expire at various dates through July 2013. The aggregate minimum annual rental commitments under noncancelable operating leases are as follows:

Year ending June 30,	
2010	
2011	\$ 127,147
2012	89,215
2013	67,980
2014	67,980
Thereafter	5,665
	<u>\$ 357,987</u>

Rent expenses incurred on all operating leases totaled approximately \$99,000 and \$1,113,000 for the years ended June 30, 2009 and 2008, respectively.

## HOLY CROSS HOSPITAL AND AFFILIATE

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

#### Note 12. Commitment and Contingencies

**Medicaid Reimbursement:** The Hospital's net patient service revenue for the years ended June 30, 2009 and 2008 includes approximately \$17,188,000 and \$10,087,300, respectively, of high volume adjustments and other add-on and one-time payments from the Illinois Medicaid program. However, subsequent to year end, the Illinois DSH status of the Hospital has been contested by HFS for fiscal year 2009. Accordingly, the Hospital has established a \$2,000,000 liability and reduced net patient service revenue by the same amount for fiscal 2009. The Hospital is working with HFS to resolve the issue. The amount of additional reimbursement from the Illinois Medicaid program which will be made to hospitals in the future is uncertain, and future legislative changes to reimbursements provided to hospitals could have a material adverse effect on the Hospital's operating results. The Hospital's operations for the years ended June 30, 2009 and June 30, 2008, benefited from the Medicaid Hospital Assessment Program (Program) net reimbursement of approximately \$7,381,000 and \$3,082,000, respectively. The Program expires June 30, 2013 and there is no assurance that it will be continued after its expiration.

**CMS RAC Program:** Congress passed the Medicare Modernization Act in 2003, which among other things established a demonstration of The Medicare Recovery Audit Contractor (RAC) program. The RAC identified and corrected a significant amount of improper overpayments to providers. In 2006, Congress passed the Tax Relief and Health Care Act of 2006, which authorized the expansion of the RAC program to all 50 states. CMS is in the process of rolling out this program nationally. As such, the Hospital may be subject to such an audit at some time in the future. Management cannot predict the effects such audits may have on the Hospital's financial statements.

**Illinois Hospital Uninsured Patient Discount Act:** On May 30, 2008, the Illinois legislature passed a bill titled the "Hospital Uninsured Patient Discount Act" (Act). This Act requires hospitals to provide certain mandated discounts from charges to the uninsured in Illinois. Charges are to be discounted to 135 percent of cost. Furthermore, a hospital may not collect more than 25 percent of an uninsured family's gross income in any one year.

**Litigation:** The Hospital is involved in litigation arising in the normal course of business. In consultation with legal counsel, management estimates that these matters will be resolved without material adverse effect on the Hospital's financial position or results of operations.

**Regulatory Investigation:** The U.S. Department of Justice, other federal agencies and the Illinois Department of Public Aid routinely conduct regulatory investigations and compliance audits of health care providers. The Hospital is subject to these regulatory efforts. Management is currently unaware of any regulatory matters which may have a material effect on the Hospital's financial position or results from operations.

**Contingency:** Financial Accounting Standards Board Interpretation No. 47, *Accounting for Conditional Asset Retirement Obligations* (FIN 47), clarified when an entity is required to recognize a liability for a conditional asset retirement obligation. The Hospital has a legal obligation to remove hazardous material from its facilities in the event the facilities are renovated or replaced. Such hazardous materials include asbestos. Since inception of Holy Cross Hospital and throughout its history, management has renovated, replaced, or newly constructed the majority of the physical plant facilities, resulting in only a small portion of the facilities with any remaining hazardous material. Management believes that there is an indeterminate settlement date for the asset retirement obligations because the range of time over which the Hospital may settle the obligation is unknown. However, management does not believe that the estimate of the liability related to these asset retirement activities is a material amount at June 30, 2009.

## HOLY CROSS HOSPITAL AND AFFILIATE

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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#### Note 12. Commitment and Contingencies (Continued)

**Contribution from State of Illinois:** The State of Illinois awarded a grant/contribution to the Hospital in August 2006 totaling \$7,700,000 to be used for the expansion of emergency services and life/safety improvements to the physical facility. To date, 100 percent of the funds, \$7,700,000, has been received and expended for the purpose intended. At June 30, 2008 \$4,180,298 was included in temporarily restricted net assets, representing unexpended contribution funds to be used towards the construction project.

**Contribution from Department of Health and Human Services:** The United States Department of Health and Human Services (Health Resources and Services Administration) awarded a grant/contribution to the Hospital in September 2008 totaling \$948,387 to be used for the computerization of the medical records department. As of June 30, 2009, the entire amount of this grant/contribution is recorded as a receivable and is included in temporarily restricted net assets. To date, \$197,567 has been expended for the purpose intended. Reimbursement of this amount from the Department of Health and Human Services was received in August 2009. The project is expected to be fully completed during the 2010 fiscal year. At June 30, 2009 the Hospital has committed to a third party for the completion of the entire project.

#### Note 13. Fair Value Disclosures

*Fair value of financial instruments* – The following methods and assumptions were used by the Hospital to estimate the fair value of other financial instruments:

The carrying values of cash and cash equivalents, accounts receivable, other receivables, accounts payable, accrued liabilities and estimated third-party payor settlements are reasonable estimates of their fair value due to the short-term nature of these financial instruments.

The fair value of assets whose use is limited and investments, which consist primarily of certificates of deposit, approximates cost, which is the amount reported on the balance sheet.

The fair value of the long-term debt is estimated based on the quoted market prices for the same or similar issues or on current rates offered to market participants for debt of the same remaining maturities. The fair value of the long-term debt approximates the carrying value.

# McGladrey & Pullen

Certified Public Accountants

## Independent Auditor's Report on the Supplementary Information

To the Board of Trustees  
Holy Cross Hospital  
Chicago, Illinois

Our audits were made for the purpose of forming an opinion on the basic consolidated financial statements taken as a whole. The consolidating information is presented for purposes of additional analysis of the basic consolidated financial statements rather than to present the financial position and results of operations of the individual organizations. The consolidating information has been subjected to the auditing procedures applied in the audits of the basic consolidated financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic consolidated financial statements taken as a whole.

*McGladrey & Pullen, LLP*

Chicago, Illinois  
October 16, 2009

HOLY CROSS HOSPITAL AND AFFILIATE

CONSOLIDATING BALANCE SHEET

June 30, 2009

ASSETS	Holy Cross Hospital	Holy Cross Health Partners	Eliminations	Consolidated
<b>Current Assets</b>				
Cash and cash equivalents	\$ 20,050,471	\$ 723,101	\$ -	\$ 20,773,632
Assets whose use is limited - externally designated under bond agreements	510,156	-	-	510,156
Patient accounts receivable, less allowances for uncollectible amounts	15,938,870	-	-	15,938,870
Contribution receivable	948,387	-	-	948,387
Inventory	1,461,829	-	-	1,461,829
Due from affiliate	400,000	-	(400,000)	-
Prepaid expenses and other current assets	1,324,155	101,534	-	1,485,689
<b>Total current assets</b>	<b>40,693,868</b>	<b>824,695</b>	<b>(400,000)</b>	<b>41,118,563</b>
<b>Assets Whose Use is Limited, net of amounts required to meet current obligations</b>				
Internally designated for capital improvements	32,033	-	-	32,033
	32,033	-	-	32,033
<b>Other Investments</b>				
Property and Equipment, net	1,226,022	-	-	1,226,022
Other Assets	42,813,005	-	-	42,813,005
Other Assets	4,491	-	-	4,491
Deferred Bond Issuance Costs, net	213,981	-	-	213,981
<b>Total assets</b>	<b>\$ 84,933,400</b>	<b>\$ 824,695</b>	<b>\$ (400,000)</b>	<b>\$ 85,406,025</b>

HOLY CROSS HOSPITAL AND AFFILIATE

CONSOLIDATING BALANCE SHEET

June 30, 2009

LIABILITIES AND NET ASSETS (DEFICIT)	Holy Cross Hospital	Holy Cross Health Partners	Eliminations	Consolidated
<b>Current Liabilities</b>				
Notes payable	\$ 682,496	\$ -	\$ -	\$ 682,496
Current portion of long-term debt	3,129,881	-	-	3,129,881
Accounts payable	6,559,441	811,776	-	7,371,217
Due to affiliate	-	400,000	(400,000)	-
Accrued salaries and expenses	7,183,146	433,968	-	7,617,114
Accrued interest	12,225	-	-	12,225
Current portion of accrued pension and postretirement benefits	236,000	-	-	236,000
Due to third-party payors	5,049,687	-	-	5,049,687
<b>Total current liabilities</b>	<u>22,852,876</u>	<u>1,645,744</u>	<u>(400,000)</u>	<u>24,098,620</u>
<b>Noncurrent Liabilities</b>				
Long-term debt, less current portion	13,331,614	-	-	13,331,614
Accrued pension and postretirement benefits, net of current portion	24,020,963	-	-	24,020,963
Professional liability	3,037,000	-	-	3,037,000
<b>Total noncurrent liabilities</b>	<u>40,389,577</u>	<u>-</u>	<u>-</u>	<u>40,389,577</u>
<b>Total liabilities</b>	<u>63,242,453</u>	<u>1,645,744</u>	<u>(400,000)</u>	<u>64,488,197</u>
<b>Net Assets (Deficit)</b>				
Unrestricted	20,597,735	(821,049)	-	19,776,686
Temporarily restricted	1,143,212	-	-	1,143,212
<b>Total net assets (deficit)</b>	<u>21,740,947</u>	<u>(821,049)</u>	<u>-</u>	<u>20,919,898</u>
<b>Total liabilities and net assets (deficit)</b>	<u>\$ 84,983,400</u>	<u>\$ 824,695</u>	<u>\$ (400,000)</u>	<u>\$ 85,408,095</u>

HOLY CROSS HOSPITAL AND AFFILIATE

CONSOLIDATING BALANCE SHEET

June 30, 2008

ASSETS	Holy Cross Hospital	Holy Cross Health Partners	Eliminations	Consolidated
<b>Current Assets</b>				
Cash and cash equivalents	\$ 7,055,028	\$ 726,755	\$ -	\$ 7,781,783
Assets whose use is limited - externally designated under bond agreements	413,876	-	-	413,876
Patient accounts receivable, less allowances for uncollectible amounts	14,371,609	-	-	14,371,609
Inventory	1,452,130	-	-	1,452,130
Due from affiliate	485,056	-	(485,056)	-
Prepaid expenses and other current assets	2,054,071	391,997	-	2,446,068
<b>Total current assets</b>	<b>25,831,770</b>	<b>1,118,752</b>	<b>(485,056)</b>	<b>26,465,466</b>
<b>Assets Whose Use is Limited, net of amounts required to meet current obligations</b>				
Internally designated for capital improvements	1,206,432	-	-	1,206,432
Externally designated under grant agreements	4,180,299	-	-	4,180,299
	<b>5,386,731</b>	<b>-</b>	<b>-</b>	<b>5,386,731</b>
Other Investments	1,223,507	-	-	1,223,507
Property and Equipment, net	39,319,081	-	-	39,319,081
Other Assets	7,058	-	-	7,058
Deferred Bond Issuance Costs, net	362,351	-	-	362,351
<b>Total assets</b>	<b>\$ 72,130,498</b>	<b>\$ 1,118,752</b>	<b>\$ (485,056)</b>	<b>\$ 72,764,194</b>

HOLY CROSS HOSPITAL AND AFFILIATE

CONSOLIDATING BALANCE SHEET

June 30, 2008

LIABILITIES AND NET ASSETS (DEFICIT)	Holy Cross Hospital	Holy Cross Health Partners	Eliminations	Consolidated
<b>Current Liabilities</b>				
Notes payable	\$ 1,032,496	\$ -	\$ -	\$ 1,032,496
Current portion of long-term debt	2,102,462	-	-	2,102,462
Accounts payable	8,335,809	937,536	-	9,273,345
Due to affiliate	-	485,056	(485,056)	-
Accrued salaries and expenses	6,595,464	517,209	-	7,112,673
Accrued interest	35,015	-	-	35,015
Current portion of accrued pension and postretirement benefits	303,000	-	-	303,000
Due to third-party payors	3,545,595	-	-	3,545,595
<b>Total current liabilities</b>	<b>21,949,841</b>	<b>1,939,801</b>	<b>(485,056)</b>	<b>23,404,586</b>
<b>Noncurrent Liabilities</b>				
Long-term debt, less current portion	16,045,220	-	-	16,045,220
Accrued pension and postretirement benefits, net of current portion	6,850,597	-	-	6,850,597
Professional liability	3,050,000	-	-	3,050,000
<b>Total noncurrent liabilities</b>	<b>25,945,817</b>	<b>-</b>	<b>-</b>	<b>25,945,817</b>
<b>Total liabilities</b>	<b>47,895,658</b>	<b>1,939,801</b>	<b>(485,056)</b>	<b>49,350,403</b>
<b>Net Assets (Deficit)</b>				
Unrestricted	19,784,716	(821,049)	-	18,963,667
Temporarily restricted	4,450,124	-	-	4,450,124
<b>Total net assets (deficit)</b>	<b>24,234,840</b>	<b>(821,049)</b>	<b>-</b>	<b>23,413,791</b>
<b>Total liabilities and net assets (deficit)</b>	<b>\$ 72,130,498</b>	<b>\$ 1,118,752</b>	<b>\$ (485,056)</b>	<b>\$ 72,764,194</b>

HOLY CROSS HOSPITAL AND AFFILIATE

CONSOLIDATING SCHEDULE OF OPERATIONS

Year Ended June 30, 2009

	Holy Cross Hospital	Holy Cross Health Partners	Eliminations	Consolidated
<b>Revenue:</b>				
Net patient service revenue	\$ 101,697,666	\$ -	\$ -	\$ 101,697,666
Capitation revenue	682,652	4,476,221	-	5,158,873
Investment income	7,306	-	-	7,306
Other revenue	2,016,879	-	(300,957)	1,717,922
House Bill 5151 revenue	9,775,000	-	-	9,775,000
Medicaid hospital assessment revenue	12,889,822	-	-	12,889,822
Net assets released from restrictions - used for operations	155,440	-	-	155,440
	<u>127,226,765</u>	<u>4,476,221</u>	<u>(300,957)</u>	<u>131,402,029</u>
<b>Expenses:</b>				
Salaries and employee benefits	48,874,823	-	-	48,874,823
Professional fees	6,985,284	3,222,308	-	10,207,592
Food, drugs and medical supplies	12,710,067	-	-	12,710,067
Supplies, utilities and other	16,835,412	1,267,381	(300,957)	20,801,836
Medicaid hospital assessment tax	5,509,296	-	-	5,509,296
Provision for uncollectible accounts	13,919,860	-	-	13,919,860
Depreciation and amortization	5,504,109	-	-	5,504,109
Interest	678,053	-	-	678,053
	<u>114,018,904</u>	<u>4,489,689</u>	<u>(300,957)</u>	<u>118,205,636</u>
<b>Income (loss) from operations</b>	<u>13,209,861</u>	<u>(13,468)</u>	<u>-</u>	<u>13,196,393</u>
<b>Nonoperating income:</b>				
Investment income	110,544	13,468	-	124,012
<b>Total nonoperating income, net</b>	<u>110,544</u>	<u>13,468</u>	<u>-</u>	<u>124,012</u>
<b>Excess of revenue over expenses</b>	<u>\$ 13,320,405</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 13,320,405</u>

HOLY CROSS HOSPITAL AND AFFILIATE

CONSOLIDATING SCHEDULE OF OPERATIONS

Year Ended June 30, 2008

	Holy Cross Hospital	Holy Cross Health Partners	Eliminations	Consolidated
<b>Revenue:</b>				
Net patient service revenue	\$ 111,142,732	\$ -	\$ -	\$ 111,142,732
Capitation revenue	276,725	5,156,358	-	5,433,083
Investment income	70,955	-	-	70,955
Other revenue	5,056,193	-	(486,054)	4,570,129
Medicaid hospital assessment revenue	7,748,665	-	-	7,748,665
Net assets released from restrictions - used for operations	381,320	-	-	381,320
	<u>124,676,590</u>	<u>5,156,358</u>	<u>(486,054)</u>	<u>129,346,894</u>
<b>Expenses:</b>				
Salaries and employee benefits	57,531,310	-	-	57,531,310
Professional fees	7,337,902	3,689,313	-	11,027,215
Food, drugs and medical supplies	13,299,008	-	-	13,299,008
Supplies, utilities and other	18,319,900	1,512,463	(486,064)	19,346,299
Medicaid hospital assessment tax	4,666,348	-	-	4,666,348
Provision for uncollectible accounts	14,453,325	-	-	14,453,325
Depreciation and amortization	4,104,863	-	-	4,104,863
Interest	1,252,816	-	-	1,252,816
	<u>121,066,473</u>	<u>5,201,776</u>	<u>(486,064)</u>	<u>125,781,185</u>
<b>Income (loss) from operations</b>	<u>3,611,117</u>	<u>(45,418)</u>	<u>-</u>	<u>3,565,699</u>
<b>Nonoperating income (loss):</b>				
Investment income	305,288	45,418	-	350,706
Loss on extinguishment of debt	(525,664)	-	-	(525,664)
<b>Total nonoperating income (loss), net</b>	<u>(20,376)</u>	<u>45,418</u>	<u>-</u>	<u>(174,958)</u>
<b>Excess of revenue over expenses</b>	<u>\$ 3,390,741</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,390,741</u>

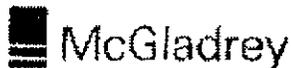
**Holy Cross Hospital  
and Affiliate**

Consolidated Financial Report  
June 30, 2010

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## Independent Auditor's Report on the Consolidated Financial Statements

To the Board of Trustees  
Holy Cross Hospital  
Chicago, Illinois

We have audited the accompanying consolidated balance sheets of Holy Cross Hospital and Affiliate (the Hospital) as of June 30, 2010 and 2009, and the related consolidated statements of operations and changes in net assets and of cash flows for the years then ended. These financial statements are the responsibility of the Hospital's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Holy Cross Hospital and Affiliate as of June 30, 2010 and 2009, and the results of their operations and changes in net assets and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

*McGladrey & Pullen, LLP*

Chicago, Illinois  
October 25, 2010

Holy Cross Hospital and Affiliate

Consolidated Balance Sheets  
June 30, 2010 and 2009

<b>Assets</b>	2010	2009
<b>Current Assets</b>		
Cash and cash equivalents	\$ 23,114,888	\$ 20,773,632
Assets whose use is limited - externally designated under debt agreements	816,280	510,156
Patient accounts receivable, less allowances for uncollectible accounts of \$8,427,000 in 2010 and \$11,358,000 in 2009	12,324,546	15,938,870
Contribution receivable	225,279	948,387
Inventory	1,562,688	1,461,828
Prepaid expenses and other current assets	1,030,421	1,485,688
<b>Total current assets</b>	<b>38,793,101</b>	<b>41,118,563</b>
<b>Assets Whose Use is Limited, net of amounts required to meet current obligations</b>		
Internally designated for capital improvements	-	32,033
Externally designated under debt agreements	1,312,997	-
Externally designated under workmen's compensation contracts	1,029,332	1,002,028
	<b>2,342,329</b>	<b>1,034,061</b>
Property and Equipment, net	40,690,463	42,813,009
Other Assets	1,924	228,485
Deferred Bond Issuance Costs, net of amortization of \$384,419 in 2010 and \$234,419 in 2009	113,981	213,981
<b>Total assets</b>	<b>\$ 81,541,788</b>	<b>\$ 85,408,995</b>

See Notes to Consolidated Financial Statements.

Holy Cross Hospital and Affiliate

Consolidated Balance Sheets  
June 30, 2010 and 2009

Liabilities and Net Assets	2010	2009
<b>Current Liabilities</b>		
Notes payable	\$ -	\$ 682,496
Current portion of long-term debt	13,007,085	3,129,881
Accounts payable	6,757,454	7,371,217
Accrued salaries and expenses	7,229,662	7,617,114
Accrued interest	6,823	12,225
Current portion of accrued pension and postretirement benefits	266,000	236,000
Due to third-party payors	3,195,298	5,049,687
<b>Total current liabilities</b>	<b>30,602,232</b>	<b>24,098,620</b>
<b>Noncurrent Liabilities</b>		
Long-term debt, less current portion	1,591,746	13,331,614
Accrued pension and postretirement benefits, net of current portion	28,434,598	24,020,963
Professional liability	3,832,000	3,037,000
<b>Total noncurrent liabilities</b>	<b>33,858,344</b>	<b>40,389,577</b>
<b>Total liabilities</b>	<b>64,460,576</b>	<b>64,488,197</b>
 <b>Commitments and Contingencies (Notes 9 and 12)</b>		
 <b>Net Assets</b>		
Unrestricted	16,464,357	19,778,886
Temporarily restricted	1,216,855	1,143,212
<b>Total net assets</b>	<b>17,681,212</b>	<b>20,922,098</b>
<b>Total liabilities and net assets</b>	<b>\$ 81,841,788</b>	<b>\$ 85,410,295</b>

See Notes to Consolidated Financial Statements.

Holy Cross Hospital and Affiliate

Consolidated Statements of Operations and Changes in Net Assets  
Years Ended June 30, 2010 and 2009

	2010	2009
<b>Revenue:</b>		
Net patient service revenue	\$ 96,306,459	\$ 101,697,666
Capitation revenue	4,879,222	5,158,873
Investment income	5,125	7,308
Other revenue	2,286,182	1,717,922
House Bill 5151 revenue	-	9,775,000
Medicaid hospital assessment revenue	12,889,822	12,809,822
Net assets released from restrictions - used for operations	309,620	155,440
	<u>116,674,430</u>	<u>131,402,029</u>
<b>Expenses:</b>		
Salaries and employee benefits	52,492,687	48,674,829
Professional fees	8,491,900	10,207,592
Food, drugs and medical supplies	13,231,897	12,710,067
Supplies, utilities and other	20,178,330	20,801,536
Medicaid hospital assessment tax	6,609,291	5,509,256
Provision for uncollectible accounts	8,017,814	13,619,860
Depreciation and amortization	6,250,987	5,504,109
Interest	418,033	678,053
	<u>116,190,949</u>	<u>118,205,638</u>
<b>Income from operations</b>	<u>483,481</u>	<u>13,196,393</u>
<b>Nonoperating income:</b>		
Investment income	162,002	124,012
<b>Total nonoperating income, net</b>	<u>162,002</u>	<u>124,012</u>
<b>Excess of revenue over expenses</b>	<u>\$ 645,483</u>	<u>\$ 13,320,405</u>

(Continued)

Holy Cross Hospital and Affiliate

Consolidated Statements of Operations and Changes in Net Assets (Continued)  
 Years Ended June 30, 2010 and 2009

	2010	2009
Unrestricted net assets:		
Excess of revenue over expenses	\$ 646,483	\$ 13,320,405
Net assets released from restrictions - used for property and equipment	948,387	4,990,216
Pension-related changes other than net periodic pension cost	(4,806,189)	(17,487,601)
(Decrease) increase in unrestricted net assets	<u>(3,211,329)</u>	<u>813,019</u>
Temporarily restricted net assets		
Contributions	1,331,850	1,838,743
Net assets released from restrictions	(1,258,907)	(5,145,655)
Increase (decrease) in temporarily restricted net assets	<u>73,643</u>	<u>(3,306,912)</u>
Decrease in net assets	<u>(3,238,686)</u>	<u>(2,493,893)</u>
Net assets, beginning of the year	<u>20,919,898</u>	<u>23,413,791</u>
Net assets, end of the year	<u>\$ 17,681,212</u>	<u>\$ 20,919,898</u>

See Notes to Consolidated Financial Statements.

Holy Cross Hospital and Affiliata

Consolidated Statements of Cash Flows  
Years Ended June 30, 2010 and 2009

	2010	2009
<b>Cash Flows from Operating Activities</b>		
Decrease in net assets	\$ (3,238,688)	\$ (2,493,893)
Adjustments to reconcile decrease in net assets to net cash provided by operating activities:		
Provision for uncollectible accounts	8,917,814	13,919,860
Loss on disposal	169,697	-
Depreciation	5,698,430	5,353,172
Amortization	152,567	150,837
Changes in operating assets and liabilities:		
Patient accounts receivable	(4,403,489)	(15,487,121)
Contribution receivable	723,108	(948,387)
Inventory, prepaid expenses and other current assets	334,409	950,680
Due to third-party payors	(1,854,389)	1,504,092
Accounts payable and other liabilities	(61,536)	(729,338)
Accrued pension and postretirement benefits	4,443,635	17,103,366
<b>Net cash provided by operating activities</b>	<u>9,991,461</u>	<u>19,323,367</u>
<b>Cash Flows from Investing Activities</b>		
Purchases of property and equipment	(3,226,737)	(7,541,176)
Purchases of assets whose use is limited and other assets	(1,604,319)	(868,452)
Proceeds from sales of assets whose use is limited and other assets	614,821	5,354,356
<b>Net cash used in investing activities</b>	<u>(4,316,335)</u>	<u>(3,055,273)</u>
<b>Cash Flows from Financing Activities</b>		
Payments on notes payable	(662,496)	(350,000)
Proceeds from contributions used for the purchase of capital assets	-	770,000
Payments on long-term debt	(1,862,664)	(2,263,187)
Deferred bond issuance costs paid	(50,000)	-
Payment of accounts payable for property and equipment	(738,620)	(1,443,058)
<b>Net cash used in financing activities</b>	<u>(3,334,070)</u>	<u>(3,276,245)</u>
<b>Net increase in cash and cash equivalents</b>	2,341,256	12,991,849
Cash and cash equivalents, beginning of year	20,773,632	7,781,783
Cash and cash equivalents, end of year	<u>\$ 23,114,888</u>	<u>\$ 20,773,632</u>
<b>Supplemental Disclosure of Cash Flow Information</b>		
Cash paid for interest	\$ 423,436	\$ 662,061
<b>Supplemental Schedule of Noncash Investing and Financing Activities</b>		
Purchases of equipment in accounts payable	\$ 418,838	\$ 738,920
Equipment financed through capital lease	\$ -	\$ 597,000

See Notes to Consolidated Financial Statements.

## Holy Cross Hospital and Affiliate

### Notes to Consolidated Financial Statements

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#### Note 1. Nature of Business and Summary of Significant Accounting Policies

**Nature of business:** The accompanying consolidated financial statements represent the accounts of Holy Cross Hospital (Hospital) and its wholly owned affiliate, Holy Cross Health Partners, Inc. (HCHP). The Hospital is a Illinois not-for-profit corporation. The Hospital provides inpatient, outpatient and emergency care services to residents of the Chicago Metropolitan area. The Hospital is the sole shareholder of HCHP, an Illinois for-profit corporation that was incorporated in 1998. HCHP's purpose is to administer and negotiate contracts on behalf of participating health care providers.

A summary of significant accounting policies follows:

**Principles of consolidation:** The consolidated financial statements include the Hospital and HCHP. All significant intercompany accounts and transactions have been eliminated in consolidation.

**Use of estimates:** The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. The use of estimates and assumptions in the preparation of the accompanying financial statements is primarily related to the determination of the net patient receivables and settlements with third-party payors and the accruals for pension and professional and general liability. Due to uncertainties inherent in the estimation and assumption process, it is at least reasonably possible that changes in these estimates and assumptions in the near-term would be material to the financial statements.

**Basis of presentation:** The Hospital may classify its net assets into three categories, which are unrestricted, temporarily restricted and permanently restricted.

Unrestricted net assets are reflective of revenues and expenses associated with the principal operating activities of the Hospital and are not subject to donor-imposed stipulations.

Temporarily restricted net assets are subject to donor-imposed stipulations that may or will be met either by actions of the Hospital and/or the passage of time. The Hospital has temporarily restricted net assets which are available for operations or improvements to the physical facility. When a donor restriction expires, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statements of operations and changes in net assets as assets released from restriction.

Permanently restricted net assets are subject to donor-imposed stipulations that they be maintained permanently by the Hospital. The Hospital had no permanently restricted net assets at June 30, 2010 and 2009.

**Donor-restricted gifts:** Unconditional promises to give cash and other assets to the Hospital are reported at fair value at the date the promise is received. Conditional promises to give and indication of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statements of changes in net assets as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying financial statements.

**Cash and cash equivalents:** All investments that are not limited as to use with an original maturity of three months or less when purchased are reflected as cash and cash equivalents. The carrying value of cash equivalents approximates fair value.

**Holy Cross Hospital and Affiliate**

**Notes to Consolidated Financial Statements**

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**Note 1. Nature of Business and Summary of Significant Accounting Policies (Continued)**

Throughout the year, the Hospital may have amounts on deposit with financial institutions in excess of those insured by the FDIC. Management does not believe that this presents a more significant risk to the Hospital than other options available.

**Patient accounts receivable, provision for uncollectible accounts and due from/to third party-payors:** The collection of receivables from third-party payors and patients is the Hospital's primary source of cash for operations and is critical to its operating performance. The primary collection risks relate to uninsured patient accounts and patient accounts for which the primary insurance payor has paid, but patient responsibility amounts (deductibles and copayments) remain outstanding. Patient receivables, where a third-party payor is responsible for paying the amount, are carried at a net amount determined by the original charge for the service provided, less an estimate made for contractual adjustments or discounts provided to third-party payors.

Patient receivables due directly from the patients are carried at the original charge for the service provided less amounts covered by third-party payors, discounts for patients that are uninsured and an estimated allowance for doubtful receivables. Management estimates this allowance based on the aging of its accounts receivable and its historical collection experience for each payor type. Recoveries of receivables previously written off are recorded as a reduction of bad debt expense when received.

The past due status of receivables is determined on a case-by-case basis depending on the payor responsible. Interest is generally not charged on past due accounts.

Receivables or payables related to estimated settlements on various payor contracts, primarily Medicare, are reported as amounts due from or to third-party payors. Significant changes in payor mix, business office operations, economic conditions or trends in federal and state governmental health care coverage could affect the Hospital's collection of accounts receivable, cash flows and results of operations.

Receivables and payables related to the Medicaid Hospital Assessment Program are reported as amounts due from/to third-party payors.

**Inventory:** Inventory is stated at cost, determined by the first-in, first-out method. Inventory consists mainly of supplies.

**Deferred bond issuance costs:** Bond issuance costs are deferred and amortized over the life of the related debt on a method that approximates the effective yield method.

**Assets whose use is limited:** Investments in money market accounts are measured at fair value which approximates cost. Investments in certificates of deposit are carried at cost, which approximates fair value.

Assets whose use is limited consist of investments set aside by the Board of Trustees for future capital improvements over which the Board retains control and may, at its discretion, subsequently use for other purposes. Additionally, assets whose use is limited include investments held by trustees under debt agreements and workmen's compensation contracts.

**Holy Cross Hospital and Affiliate**

**Notes to Consolidated Financial Statements**

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**Note 1. Nature of Business and Summary of Significant Accounting Policies (Continued)**

Investments are regularly evaluated for impairment. The Hospital considers factors affecting the investee, factors affecting the industry the investee operates within, and general debt and equity market trends. The Hospital considers the length of time an investment's fair value has been below carrying value, the near-term prospects for recovery to carrying value, and the intent and ability to hold the investment until maturity or market recovery is realized. If and when a determination is made that a decline in fair value below the cost basis is other than temporary, the related investment is written down to its estimated fair value and included as a realized loss in excess of revenues over expenses.

**Property and equipment:** Property and equipment are stated at cost. Depreciation is provided over the estimated useful life of each asset and is computed on the straight-line method. Leased equipment under capital leases is amortized over the shorter of the lease term or estimated useful life unless it contains a bargain purchase option which the Hospital expects to exercise. Amortization expense on assets acquired under capital leases is included with depreciation expense on owned assets. Interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

Gifts of long-lived assets such as land, buildings, or equipment are reported as unrestricted support and are excluded from the excess of revenue over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

**Accrued professional liability:** The provision for accrued professional liability includes estimates of the ultimate costs for claims incurred but not reported. The provision is actuarially determined.

**Net patient service revenue:** The Hospital has agreements with third-party payors that provide for payments to the Hospital at amounts different from its established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges, and per diem payments. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

**Capitation revenue:** The Hospital has agreements with various Health Maintenance Organizations (HMOs) to provide medical services to subscribing participants. Under these agreements, the Hospital receives monthly capitation payments based on the number of each HMO's participants, regardless of services actually performed by the Hospital. In addition, the HMOs make fee-for-service payments to the Hospital for certain covered services based upon discounted fee schedules.

**Results of operations:** The statement of operations and changes in net assets includes excess of revenues over expenses. Changes in unrestricted net assets that are excluded from excess of revenues over expenses, consistent with industry practice, include net assets released from restrictions used for property and equipment, contributions of equipment, as well as pension-related changes other than the net periodic pension cost.

**Holy Cross Hospital and Affiliate**

**Notes to Consolidated Financial Statements**

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**Note 1. Nature of Business and Summary of Significant Accounting Policies (Continued)**

**Charity care and uninsured allowance:** The Hospital provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than established rates. Because the Hospital does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Hospital provides a 64 percent discount from customary charges for uninsured patients. Charity care includes foregone charges for uninsured patients denied coverage by Public Aid.

**Income taxes:** The Hospital has received a determination letter from the Internal Revenue Service stating that it is exempt from the payment of federal income taxes under Section 501(c)(3) of the Internal Revenue Code. HCHP is subject to federal and state income taxes, which are not significant to the consolidated operations.

On July 1, 2009, the Hospital adopted the FASB issued guidance for accounting for uncertainty in income taxes. The Hospital files a Form 990 (Return of Organization Exempt from Income Tax) annually and HCHP files Federal and Illinois Forms 1120 (U.S. Corporation Income Tax Return) annually. When these returns are filed, it is highly certain that some positions taken would be sustained upon examination by the taxing authorities, while others are subject to uncertainty about the merits of the position taken or the amount of the position that would ultimately be sustained. UBIT is reported on Form 990T, as appropriate. The benefit of a tax position is recognized in the consolidated financial statements in the period during which, based on all available evidence, management believes that it is more likely than not that the position will be sustained upon examination, including the resolution of appeals or litigation processes, if any.

Tax positions are not offset or aggregated with other positions. Tax positions that meet the "more likely than not" recognition threshold are measured as the largest amount of tax benefit that is more than 50 percent likely to be realized on settlement with the applicable taxing authority. The portion of the benefits associated with tax positions taken that exceeds the amount measured as described above is reflected as a liability for unrecognized tax benefits in the accompanying consolidated balance sheets along with any associated interest and penalties that would be payable to the taxing authorities upon examination. Upon the adoption of the FASB guidance relative to uncertainty in income taxes and as of June 30, 2010, there were no unrecognized tax benefits identified and recorded as liabilities.

Forms 990 and 1120 filed by the Hospital and HCHP are subject to examination by the Internal Revenue Service (IRS) and the State of Illinois up to three years from the extended due date of each return. These returns filed by the Hospital and HCHP are no longer subject to examination for the years 2007 and prior.

**Pending pronouncements:** The FASB has issued ASU 2010-07, *Not-for-Profit Entities: Mergers and Acquisitions (TOPIC 958)*. ASU 2010-07 establishes principles and requirements for accounting for mergers and acquisitions by not-for-profits, provides guidance on determining whether a business combination is a merger or an acquisition, describes the carryover method for accounting for a merger, describes the acquisition method of accounting for an acquisition, including how to determine which of the combining entities is the acquirer, and describes required financial statement disclosures. ASU 2010-07 is effective for mergers occurring after December 15, 2009, and acquisitions for which the acquisition date is on or after the beginning of the first annual reporting period beginning on or after December 15, 2009. The Hospital does not expect the adoption of this pronouncement to have a significant impact on its consolidated financial statements.

**Holy Cross Hospital and Affiliate**

**Notes to Consolidated Financial Statements**

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**Note 1. Nature of Business and Summary of Significant Accounting Policies (Continued)**

The FASB has issued ASU 2010-06, *Fair Value Measurements and Disclosures (Topic 820) – Improving Disclosures about Fair Value Measurements*, to provide more and improved disclosures about fair value measurements. This ASU affects all entities that are required to make disclosures about recurring and nonrecurring fair value measurements under FASB Accounting Standards Codification Topic 820, *Fair Value Measurements and Disclosures*. The ASU requires the following new disclosures:

- Transfers in and out of Levels 1 and 2: A reporting entity must disclose separately the amounts of significant transfers in and out of Level 1 and Level 2 fair value measurements and describe the reasons for the transfers.
- Activity in Level 3 fair value measurements: In the reconciliation for fair value measurements using significant unobservable inputs (Level 3), a reporting entity should present separately information about purchases, sales, issuances, and settlements (i.e., on a gross basis rather than as one net number).

The ASU also clarifies two existing disclosures as follows:

- Level of disaggregation: The disclosures about fair value measurements should be provided for each class of assets and liabilities. A class is often a subset of assets or liabilities within a line item in the statement of financial position. A reporting entity needs to use judgment in determining the appropriate classes of assets and liabilities.
- Disclosures about inputs and valuation techniques: An entity is required to provide disclosures about the valuation techniques and inputs used to measure fair value for both recurring and nonrecurring fair value measurements. Also, those disclosures are required for fair value measurements that fall in either Level 2 or Level 3.

The new disclosures and clarifications of existing disclosures are effective for interim and annual reporting periods beginning after December 15, 2009, except for the disclosures about purchases, sales, issuances, and settlements in the roll forward of activity in Level 3 fair value measurements. Those disclosures are effective for fiscal years beginning after December 15, 2010, and for interim periods within those fiscal years. Early adoption is permitted. In the period of and periods after initial adoption, comparative disclosures are required only for periods ending after initial adoption. The adoption of ASU 2010-06 is not expected to have a significant impact on the Hospital's consolidated financial statements.

In August 2010, the FASB issued ASU 2010-23, *Health Care Entities (Topic 954) – Measuring Charity Care for Disclosure*. ASU 2010-23 required disclosure of charity care based on the health care provider's direct and indirect costs of providing charity care services, the method used to identify or estimate such costs of providing charity care services, the method used to identify or estimate such costs, and funds received to offset or subsidize charity services provided. The disclosures required by ASU 2010-23 are effective for fiscal years beginning after December 15, 2010, and must be applied retrospectively. The Hospital is assessing the impact of the implementation of ASU 2010-23 on the disclosures in its consolidated financial statements.

In August 2010, the FASB issued ASU 2010-24, *Health Care Entities (Topic 954) – Presentation of Insurance Claims and Related Insurance Recoveries*. ASU 2010-24 clarifies that a health care entity should not net insurance recoveries against a related claim liability. Additionally, ASU 2010-24 provides that the amount of the claims liability should be determined without consideration of insurance recoveries. The provisions of ASU 2010-24 are effective for fiscal years, and interim periods within those years, beginning after December 15, 2010. Entities must apply the provisions of ASU 2010-24 by recording a cumulative-effect adjustment to opening unrestricted net assets as of the beginning of the period of adoption. Retrospective application of the provisions of ASU 2010-24 is permitted. The Hospital is assessing the impact of the implementation of ASU 2010-24 on its consolidated financial statements.

**Holy Cross Hospital and Affiliate**

**Notes to Consolidated Financial Statements**

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**Note 1. Nature of Business and Summary of Significant Accounting Policies (Continued)**

**Reclassifications:** Certain amounts in the 2009 financial statements have been reclassified to conform with the 2010 presentation with no effect on the net assets.

**Subsequent events:** Management has evaluated subsequent events for potential recognition or disclosure through October 25, 2010, the date the financial statements were available to be issued.

**Note 2. Contractual Arrangements with Third-Party Payors**

The Hospital has agreements with third-party payors which provide for reimbursement to the Hospital at amounts different from its established rates. Contractual adjustments under third-party reimbursement programs represent the difference between the Hospital's billings at list price and the amounts reimbursed by Medicare, Medicaid, Blue Cross, and certain other third-party payors; and any differences between estimated third-party reimbursement settlements for prior years and subsequent final settlements. Contractual adjustments under third-party reimbursement programs are accrued on an estimated basis in the period the related services are rendered and are adjusted in future periods as final settlements are determined. A summary of the basis of reimbursement with major third-party payors follows:

**Medicare:** The Hospital is paid for inpatient acute care and outpatient care services rendered to Medicare program beneficiaries under prospectively determined rates per discharge (Prospective Payment System). These rates vary according to a patient classification system that is based on clinical, diagnostic and other factors. The Hospital's classification of patients under the Prospective Payment System and the appropriateness of the patient's admissions are subject to validation reviews. The Hospital is reimbursed at tentative rates with final settlement determined after submission of annual reimbursement reports by the Hospital and audits by the Medicare fiscal intermediary.

**Medicaid:** The Hospital is reimbursed at prospectively determined rates for each Medicaid inpatient discharge. Outpatient services are reimbursed based on established fee screens. For inpatient acute care services, payment rates vary according to a patient classification system that is based on clinical, diagnostic and other factors. The prospectively determined rates are not subject to retroactive adjustment. The Hospital also receives incremental Medicaid reimbursement for specific programs and services at the discretion of the State of Illinois Medicaid Program. Medicaid reimbursement may be subject to periodic adjustment, as well as to changes in existing payment levels and rates, based on the amount of funding available to the Medicaid program.

Due to the Hospital's relatively high Medicaid patient volume, the Hospital receives additional reimbursement (approximately \$4,513,000 in both 2010 and 2009) in the form of Safety Net Adjustment Payments (SNAP), the majority of which is provided by the Illinois Medicaid program. The Hospital also received approximately \$900,000 in 2010 and 2009 of additional reimbursement in the form of Critical Hospital Adjustment Payments (CHAP). The Hospital will continue to receive \$900,000 in CHAP payments from the Illinois Medicaid program through 2013. Whether the program will be extended beyond 2013 is uncertain at this time. The Hospital also received additional payments from the Illinois Medicaid Disproportionate Share Hospital program (DSH) of approximately \$1,881,000 and \$1,839,000 at June 30, 2010 and 2009, respectively, to provide services that are vital to Medicaid patients. However, subsequent to June 30, 2009, the Illinois DSH status of the Hospital was contested by the Illinois Department of Health and Family Services (HFS) for fiscal year 2009. Accordingly, the Hospital had established a liability of approximately \$2,000,000 in 2009, which was included in due to third-party payors. In 2010, the DSH status of the Hospital was reinstated by HFS retroactive to 2009 and the liability for 2009 of approximately \$2,000,000 was reversed in 2010. For the year ended June 30, 2009, the Hospital received a one-time payment of \$9,775,000 related to House Bill 5151 which funded a catastrophic relief fund for certain hospitals with significant Medicaid utilization.

**Holy Cross Hospital and Affiliate**

**Notes to Consolidated Financial Statements**

**Note 2. Contractual Arrangements with Third-Party Payors (Continued)**

In December 2008, the Federal Centers for Medicare & Medicaid Services (CMS) approved State of Illinois (State) legislation for a Medicaid Hospital Assessment Program (Program) relating to the period July 1, 2008 to June 30, 2013. CMS had previously approved a similar program in December 2006 covering the period August 15, 2005 to June 30, 2008. Under these Programs, the Hospital received additional Medicaid reimbursement from the State and paid the related assessment taxes. Total reimbursement revenue recognized by the Hospital for fiscal years 2010 and 2009 was \$12,889,822 for both years. Total assessment tax incurred by the Hospital for fiscal years 2010 and 2009 related to this program was \$5,509,291 and \$5,509,296, respectively. The Hospital will continue to receive a net reimbursement of approximately \$7,381,000 from this Program through 2013. Whether the Program will be extended beyond 2013 is uncertain at this time.

**Blue Cross:** The Hospital also participates as a provider of health care services under a reimbursement agreement with Blue Cross. The provisions of this agreement stipulate that services will be reimbursed at a tentative reimbursement rate and that final reimbursement for these services is determined after the submission of an annual cost report by the Hospital and a review by Blue Cross.

**Managed Care Organizations:** The Hospital has also entered into reimbursement agreements with certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment under these agreements includes discounts from established charges and prospectively determined per diem rates.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term. The Hospital believes that it is in compliance with all applicable laws and regulations and is not aware of any pending or threatened investigations involving allegations of potential wrongdoing. While no such regulatory inquiries have been made, compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Net patient service revenue was increased by approximately \$911,000 and \$501,200 for the years ended June 30, 2010 and 2009, respectively, due to the removal of allowances previously estimated that are no longer necessary as a result of accrual adjustments and final settlements.

**Note 3. Community Commitment**

Community commitment includes charity care for patient care services rendered to the community at a reduced or no fee due to the inability of the patient to pay for services. Community commitment also includes the difference between the estimated cost of services provided to Medicaid patients and the reimbursement from this governmental program. The estimated amount of community commitment provided for the years ended June 30, 2010 and 2009 is as follows:

	2010	2009
Charity care (foregone charges)	\$ 16,158,075	\$ 10,435,701
Uninsured discount	12,697,791	5,932,433
Unreimbursed cost (estimated cost, less reimbursement)	10,926,251	10,060,748

In addition, the Hospital is involved in many community benefit activities. These activities are conducted free of charge or below the cost of providing them.

**Holy Cross Hospital and Affiliate**

**Notes to Consolidated Financial Statements**

**Note 4. Concentrations of Credit Risk**

The Hospital grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. The mix of net receivables from patients and third-party payors at June 30, 2010 and 2009 is as follows:

	2010	2009
Medicare	21 %	21 %
Medicaid	31	27
Managed care	15	15
Self pay	25	26
Other	8	11
	<u>100 %</u>	<u>100 %</u>

Gross revenue from the Medicare program accounted for approximately 45 percent and 44 percent, respectively, for the years ended June 30, 2010 and 2009. Revenue from the Medicaid program accounted for approximately 25 percent and 26 percent of the Hospital's gross patient revenue for the years ended June 30, 2010 and 2009, respectively.

**Note 5. Assets Whose Use is Limited**

Assets whose use is limited consists primarily of certificates of deposit and money market funds that are required by bond, bank note, and workmen's compensation agreements.

Total investment return for the years ended June 30, 2010 and 2009 is summarized as follows:

	2010	2009
Dividend and interest income	\$ 167,127	\$ 131,318
Reported as:		
Investment income - operations	\$ 5,125	\$ 7,306
Investment income - nonoperating	162,002	124,012
	<u>\$ 167,127</u>	<u>\$ 131,318</u>

**Note 6. Property and Equipment**

Property and equipment consist of the following at June 30, 2010 and 2009:

	2010	2009
Land and improvements	\$ 2,866,224	\$ 2,932,247
Buildings	52,238,435	52,843,036
Equipment	75,618,065	83,039,051
Construction in progress	475,083	321,381
	<u>131,199,807</u>	<u>139,135,715</u>
Less accumulated depreciation and amortization	(90,609,354)	(96,322,712)
	<u>\$ 40,590,453</u>	<u>\$ 42,813,003</u>

**Holy Cross Hospital and Affiliate**

**Notes to Consolidated Financial Statements**

**Note 6. Property and Equipment (Continued)**

The amounts above include assets under capital leases that are capitalized using interest rates appropriate at the inception of each lease. Equipment under capital leases is as follows at June 30, 2010 and 2009:

	2010	2009
Equipment	\$ 8,517,411	\$ 8,517,411
Less accumulated amortization	(8,712,812)	(6,100,851)
	<u>\$ 1,804,799</u>	<u>\$ 2,416,560</u>

**Note 7. Pledged Assets, Note Payable and Long-Term Debt**

The Hospital had a note payable with a bank with a balance \$682,496 at June 30, 2009. The note was paid-in-full in May 2010.

Long-term debt is comprised of the following at June 30, 2010 and 2009:

	2010	2009
Illinois Finance Authority Adjustable Rate Demand Revenue Refunding Bonds, Series 2007, interest payable monthly at the daily, weekly, adjustable or fixed rate as defined by the remarketing agent, 0.35% at June 30, 2010, due July 2024, \$375,000 in principal payment due quarterly, collateralized by a letter of credit agreement and substantially all assets of the Hospital	\$ 12,625,000	\$ 14,125,000
Bank note, monthly payments of \$6,226 of principal and interest at 3.08%, due July 1, 2011, secured by certain real estate.	1,245,905	1,270,452
Capitalized leases, varying amounts, secured by related equipment	727,936	1,966,043
	14,598,841	16,461,495
Less current maturities	(13,007,086)	(3,129,881)
	<u>\$ 1,591,745</u>	<u>\$ 13,331,614</u>

Holy Cross Hospital and Affiliate

Notes to Consolidated Financial Statements

**Note 7. Pledged Assets, Note Payable and Long-Term Debt (Continued)**

The Series 2007 bonds can be called on a daily basis by the bondholder. The Hospital has a remarketing agreement with underwriters that provides for a "best efforts" remarketing of the bonds. The bonds are secured by a letter of credit totaling \$12,745,062, which expires on December 5, 2010. If the letter of credit is drawn on to pay for bonds that were not remarketed, such amounts are due immediately or on a fully amortized basis over a five-year term, at the choice of the Hospital, commencing 366 days after the drawing, in level monthly installments of principal and interest. If payment is not made immediately, the reimbursement obligation bears interest at the prime rate or up to the prime rate plus 1.5 percent, depending on the timing of repayment.

The bonds proceeds were used to finance the construction, renovation, and equipping of certain health care facilities of the Hospital; to pay certain prior indebtedness in full; and to pay certain expenses incurred in connection with the issuance of the bonds. In accordance with the bond trust indentures, certain funds were established and are held by a trustee. At June 30, 2010 and 2009, such trustee-held funds in the amount of \$515,280 and \$510,156, respectively.

The Hospital is currently negotiating a line of credit from a commercial lender for \$7,000,000. The line of credit is expected to mature one year from the date of issuance and the expected interest rate is the prime rate plus 0.5% with a floor of 5%.

The maturities of long-term debt and future payments under capital leases are as follows:

Year ended June 30,	Revenue Bonds	Bank Note	Capital Leases	Total
2011	\$ 12,625,000	\$ -	\$ 418,179	\$ 13,043,179
2012	-	1,245,905	311,313	1,557,218
2013	-	-	48,138	48,138
	12,625,000	1,245,905	777,630	14,648,535
Less amounts representing interest	-	-	(49,694)	(49,694)
	\$ 12,625,000	\$ 1,245,905	\$ 727,936	\$ 14,598,841

The debt agreements place capital expenditure limitations on the Hospital and require the Hospital to maintain certain amounts of unrestricted cash and investments and certain financial ratios. Among these required ratios, the Hospital must maintain a debt service coverage ratio, as defined, of 135 percent for each fiscal year the bonds are outstanding.

Pursuant to the refinancing of the bank note in 2010, certain funds are required to be held on deposit at a commercial lender. At June 30, 2010, such lender held funds in the amount of \$1,312,997.

**Holy Cross Hospital and Affiliate**

**Notes to Consolidated Financial Statements**

**Note 8. Employee Benefit Programs**

The Hospital has a noncontributory defined benefit pension plan and a noncontributory postretirement health plan. Effective June 30, 2005, the defined benefit pension plan's credited service was frozen, and the definition of pay was changed to exclude pay after 2014 (fully freezing the accrual of benefits at that point).

Obligations and funded status were as follows at June 30:

	2010		2009	
	Pension Benefits	Other Benefits	Pension Benefits	Other Benefits
<b>Projected benefit obligation</b>				
Projected benefit obligation, beginning of year	\$ 70,298,819	\$ 2,010,562	\$ 64,226,143	\$ 2,464,988
Service cost	-	-	-	-
Interest cost	4,263,160	117,333	4,237,242	156,173
Actuarial (gains) losses	6,061,370	347,214	4,354,966	(498,689)
Benefits paid	(2,728,364)	(188,022)	(2,519,532)	(111,710)
Projected benefit obligation, end of year	<u>77,894,965</u>	<u>2,287,087</u>	<u>70,298,819</u>	<u>2,010,562</u>
<b>Change in plan assets</b>				
Fair value of plan assets, beginning of year	48,052,418	-	59,537,534	-
Actual return (loss) on plan assets	6,147,420	-	(8,965,584)	-
Employer contributions	-	188,022	-	111,710
Benefits paid	(2,728,364)	(188,022)	(2,519,532)	(111,710)
Fair value of plan assets, end of year	<u>51,471,454</u>	<u>-</u>	<u>48,052,418</u>	<u>-</u>
<b>Funded status, end of year</b>	<u>\$ (26,413,511)</u>	<u>\$ (2,287,087)</u>	<u>\$ (22,246,401)</u>	<u>\$ (2,010,562)</u>

**Holy Cross Hospital and Affiliate**

**Notes to Consolidated Financial Statements**

**Note 8. Employee Benefit Programs (Continued)**

Amounts recognized in the consolidated balance sheets consist of:

	2010		2009	
	Pension Benefits	Other Benefits	Pension Benefits	Other Benefits
<b>Liabilities</b>				
Current liabilities	\$ -	\$ (266,000)	\$ -	\$ (236,000)
Noncurrent liabilities	(28,413,511)	(2,021,087)	(22,246,401)	(1,774,562)
Total recognized as a liability	\$ (28,413,511)	\$ (2,287,087)	\$ (22,246,401)	\$ (2,010,562)
<b>Unrestricted net assets</b>				
Net actuarial (gains) losses	\$ 20,831,915	\$ (426,682)	\$ 16,171,509	\$ (868,436)
Net prior service cost (credit)	204,042	(270,001)	239,757	(309,766)
Total recognized in unrestricted net assets	\$ 20,836,957	\$ (866,593)	\$ 16,411,266	\$ (1,178,202)

The accumulated benefit obligation for both benefit plans was \$77,351,910 and \$69,408,270 at June 30, 2010 and 2009, respectively.

The components of net periodic pension (benefit) cost and other amounts recognized in unrestricted net assets for the years ended June 30, 2010 and 2009 are as follows:

	2010		2009	
	Pension Benefits	Other Benefits	Pension Benefits	Other Benefits
<b>Components of net periodic pension (benefit) cost:</b>				
Service cost	\$ -	\$ -	\$ -	\$ -
Interest cost	4,263,160	117,333	4,237,242	159,173
Expected return on plan assets	(4,858,456)	-	(4,857,029)	-
Amortization of unrecognized prior service costs (credits)	35,715	(39,765)	35,715	(39,765)
Amortization of unrecognized net gains	-	(94,530)	-	(14,861)
Net periodic benefit cost	(257,581)	(16,962)	(384,072)	101,547
<b>Other changes in plan assets and benefit obligations recognized in unrestricted net assets:</b>				
Net actuarial loss (gain) loss arising during the period	4,460,408	347,214	17,977,679	(498,889)
Amortization of prior service (cost) credit	(35,715)	39,765	(35,715)	39,765
Amortization of actuarial gain	-	94,530	-	14,861
Total recognized in net periodic benefit cost and unrestricted net assets	\$ 4,167,110	\$ 464,547	\$ 17,557,782	\$ (342,716)

The estimated net actuarial losses and prior service cost for the defined benefit pension plan that will be amortized from unrestricted net assets into net periodic benefit cost over the next fiscal year is \$359,464 and \$35,715, respectively. The estimated net gain and prior service credit for the defined benefit post retirement plan that will be amortized from unrestricted net assets into net periodic benefit cost over the next fiscal year is \$29,638 and \$39,765, respectively.

Holy Cross Hospital and Affiliate

Notes to Consolidated Financial Statements

Note 8. Employee Benefit Programs (Continued)

Information relative to the assumptions used to determine the benefit obligations and net periodic benefit cost as of and for the years ended June 30 are as follows:

	2010		2009	
	Pension Benefits	Other Benefits	Pension Benefits	Other Benefits
Assumptions used to determine the benefit obligations at June 30:				
Discount rate	5.45%	5.45%	6.20%	6.20%
Rate of compensation increase	4.00%	4.00%	4.00%	4.00%
Medical inflation rate - year 1	N/A	8.00%	N/A	8.00%
Medical inflation rate - ultimate	N/A	5.00%	N/A	5.00%
Assumptions used to determine the net periodic benefit cost for the year ended June 30:				
Discount rate	6.20%	6.20%	6.75%	6.75%
Expected return on plan assets	7.50%	N/A	7.50%	N/A
Rate of compensation increase	4.00%	4.00%	4.00%	4.00%
Medical inflation rate - year 1	N/A	8.00%	N/A	8.00%
Medical inflation rate - ultimate	N/A	5.00%	N/A	5.00%
Year that the rate reaches the ultimate trend rate	N/A	2015	N/A	2014

The assumed health care cost trend rate has a significant effect on the amounts reported. A one-percentage-point change in the assumed health care cost trend rate would have the following effects:

	One Percentage Point Increase	One Percentage Point Decrease
Effect on total of service and interest cost components	\$ 3,374	\$ (3,061)
Effect on postretirement benefit obligation	75,754	(68,693)

The asset allocation of investment categories for the defined benefit plan at June 30, 2010 and 2009 was as follows:

	2010	2009
Equity securities	65%	70%
Debt securities	35%	30%
Total	100%	100%

The overall expected long-term rate of return on assets is based upon the weighted average expected long-term return of a target asset allocation of 60 percent - 70 percent equity securities and 30 percent - 40 percent debt securities. Debt securities are expected to have a long-term rate of return based on current interest levels. Equity securities are expected to have a long-term rate of return based on historical equity premiums over returns on debt securities.

Holy Cross Hospital and Affiliates

Notes to Consolidated Financial Statements

Note 8. Employee Benefit Programs (Continued)

There is no required contribution for the pension plan for the year ended June 30, 2010. A contribution of \$265,000 is expected for other benefits for the year ended June 30, 2010. No plan assets are expected to be returned to the Hospital over the next fiscal year.

Estimated future benefit payments for the years ending June 30 are as follows (in thousands):

Years ending June 30,	Pension Benefits	Other Benefits
2011	\$ 3,297	\$ 266
2012	3,507	230
2013	3,707	240
2014	3,889	240
2015	4,076	231
2016 - 2020	23,744	975

The Hospital's overall investment strategy is to preserve, protect, and grow the plan assets, as well as to maintain sufficient liquid reserves to meet plan obligations by maintaining a wide diversification of asset types, fund strategies, and fund managers. The target allocations for plan assets are 60-70 percent equity securities and 30-40 percent debt securities. Equity securities primarily include investments in large-cap and mid-cap companies primarily in the United States and abroad. Debt securities include corporate bonds of companies from diversified industries and U.S. Treasuries. Other types of investments include investments in real estate and commodity linked funds that follow several different strategies.

The fair value of the Hospital's pension plan assets at June 30, 2010, by asset category are as follows:

	June 30, 2010			Total
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	
Cash	\$ 2,492,056	\$ -	\$ -	\$ 2,492,056
Equity securities index funds:				
Emerging Europe region	-	4,790,271	-	4,790,271
International region	-	8,040,289	-	8,040,289
U.S. large-cap	-	12,104,207	-	12,104,207
U.S. mid-cap	-	2,075,982	-	2,075,982
U.S. small cap	-	2,078,345	-	2,078,345
Fixed income securities fund: U.S. government and government agency obligations	2,229,219	-	-	2,229,219
Fixed income securities: Corporate bonds	4,213,648	8,306,604	-	12,520,452
Real estate index fund	525,608	-	-	525,608
Commodity linked funds	4,615,025	-	-	4,615,025
	<u>\$ 14,076,756</u>	<u>\$ 37,395,698</u>	<u>\$ -</u>	<u>\$ 51,471,454</u>

**Holy Cross Hospital and Affiliate**

**Notes to Consolidated Financial Statements**

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**Note 8. Employee Benefit Programs (Continued)**

Effective July 1, 2005, the Hospital established a 401(k) defined contribution retirement plan which is available to all employees after one month of service who work at least 1,040 hours per year and are at least 18 years old. The Hospital currently matches 100 percent of the participant's contribution up to a maximum of 1 percent of the participant's annual compensation, subject to the annual limit as required by the Internal Revenue Code. The Hospital's expense related to this plan for the years ended June 30, 2010 and 2009 was approximately \$309,000 and \$294,000, respectively.

**Note 9. Self-Insurance Program and Other Contingencies**

Since June 1, 1979, the Hospital's primary professional and general liability coverage has been provided through the Chicago Hospital Risk Pooling Program (CHRPP) with 15 other participating hospitals. CHRPP is a self-insured trust that provides coverage, after a nominal deductible, through the use of a fund specific to each participating hospital and two pooled funds, which include all CHRPP participating hospitals. Excess insurance coverage is purchased from a commercial insurance company. Required reserves and contributions by participating hospitals are determined annually by an independent actuary based on claim experience, investment performance and assumed self-insured retentions. The required contributions are subject to future retrospective adjustments. Effective January 1, 2003, CHRPP changed its coverage from occurrence basis to claims-made. The Hospital has recorded a reserve for incurred but not reported claims at June 30, 2010 and 2009 of \$3,632,000 and \$3,037,000, respectively, related to its estimated tail liability.

Accrued professional and general liability claim losses have been discounted at 5.5 percent for the years ended June 30, 2010 and 2009, respectively. The portion of the accrual for estimated professional and general liability claims expected to be paid within one year of the balance sheet dates is not readily determinable, and therefore, the entire accrual balance is classified as a noncurrent liability.

Self-insured professional and general liability expense of approximately \$4,400,667 in 2010 and \$5,805,214 in 2009 has been included in professional fees in the accompanying consolidated statements of operations and changes in net assets. In 2010 the Hospital received a premium refund from CHRPP in the amount of approximately \$542,000, resulting in a decrease in the self-insurance professional and general liability expense for the year ended June 30, 2010. During the year ended June 30, 2009, the Hospital recorded an additional expense of \$1,238,000 related to the shortfall in CHRPP's Fund Assets compared to the actuarially projected liabilities. For the purposes of the incurred but not reported (IBNR) calculation the Hospital assumed potential losses at the level of \$3,000,000 for the years ended June 30, 2010 and 2009. Effective January 1, 2011, CHRPP will no longer be providing new professional and general liability coverage. The Hospital is currently reviewing their options as it relates to their claims made insurance coverage.

**Holy Cross Hospital and Affiliate**

**Notes to Consolidated Financial Statements**

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**Note 10. Functional Expenses**

The Hospital provides general health care services to residents within its geographic location. Expenses related to these services for the years ended June 30, 2010 and 2009 are as follows:

	2010	2009
Health care services	\$ 104,583,387	\$ 107,386,310
General and administrative	10,536,803	10,769,929
Fundraising	70,748	49,397
	<u>\$ 115,190,949</u>	<u>\$ 118,205,636</u>

Certain costs have been allocated among health care services and general and administrative.

**Note 11. Operating Leases**

The Hospital leases certain facilities and equipment under operating leases that expire at various dates through November 2010. The aggregate minimum annual rental commitments under noncancellable operating leases are \$21,535 for the year ended June 30, 2011.

Rent expenses incurred on all operating leases totaled approximately \$99,000 for both years ended June 30, 2010 and 2009.

**Note 12. Commitment and Contingencies**

**Medicaid Reimbursement:** The Hospital's net patient service revenue for the years ended June 30, 2010 and 2009 includes approximately \$7,294,456 and \$17,188,000, respectively, of high volume adjustments and other add-on and one-time payments from the Illinois Medicaid program. However, subsequent to year end 2009, the Illinois DSH status of the Hospital was contested by HFS for fiscal year 2009. Accordingly, the Hospital had established a \$2,000,000 liability and reduced net patient service revenue by the same amount for fiscal 2009. In 2010, the DSH status of the Hospital was reinstated by HFS retroactive to 2009 and the liability for 2009 of approximately \$2,000,000 was reversed and net patient service revenue was increased in 2010.

The amount of additional reimbursement from the Illinois Medicaid program which will be made to hospitals in the future is uncertain, and future legislative changes to reimbursements provided to hospitals could have a material adverse effect on the Hospital's operating results. The Hospital's operations for the years ended June 30, 2010 and 2009, benefited from the Medicaid Hospital Assessment Program (Program) net reimbursement of approximately \$7,381,000. The Program expires June 30, 2013 and there is no assurance that it will be continued after its expiration.

**CMS RAC Program:** Congress passed the Medicare Modernization Act in 2003, which among other things established a demonstration of The Medicare Recovery Audit Contractor (RAC) program. The RAC's identified and corrected a significant amount of improper overpayments to providers. In 2006, Congress passed the Tax Relief and Health Care Act of 2006, which authorized the expansion of the RAC program to all 50 states. CMS rolled out this program in Illinois during the fiscal year ended June 30, 2010. At June 30, 2010, the Hospital recorded a liability for estimated amounts that will be repaid under the RAC program based on the Hospital's RAC program experience to date.

## Holy Cross Hospital and Affiliate

### Notes to Consolidated Financial Statements

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#### Note 12. Commitment and Contingencies (Continued)

**Illinois Hospital Uninsured Patient Discount Act:** On May 30, 2008, the Illinois legislature passed a bill titled the "Hospital Uninsured Patient Discount Act" (Act). This Act requires hospitals to provide certain mandated discounts from charges to the uninsured in Illinois. Charges are to be discounted to 135 percent of cost. Furthermore, a hospital may not collect more than 25 percent of an uninsured family's gross income in any one year.

**Litigation:** The Hospital is involved in litigation arising in the normal course of business. In consultation with legal counsel, management estimates that these matters will be resolved without material adverse effect on the Hospital's financial position or results of operations.

**Regulatory Investigation:** The U.S. Department of Justice, other federal agencies and the Illinois Department of Public Aid routinely conduct regulatory investigations and compliance audits of health care providers. The Hospital is subject to these regulatory efforts. Management is currently unaware of any regulatory matters which may have a material effect on the Hospital's financial position or results from operations.

**Contingency:** The FASB issued guidance on Accounting for Conditional Asset Retirement Obligations, which clarifies when an entity is required to recognize a liability for a conditional asset retirement obligation. The Hospital has a legal obligation to remove hazardous material from its facilities in the event the facilities are renovated or replaced. Such hazardous materials include asbestos. Since inception of Holy Cross Hospital and throughout its history, management has renovated, replaced, or newly constructed the majority of the physical plant facilities, resulting in only a small portion of the facilities with any remaining hazardous material. Management believes that there is an indeterminate settlement date for the asset retirement obligations because the range of time over which the Hospital may settle the obligation is unknown. However, management does not believe that the estimate of the liability related to these asset retirement activities is a material amount at June 30, 2010 and 2009.

**Contribution from Department of Health and Human Services:** The United States Department of Health and Human Services (Health Resources and Services Administration) awarded a grant/contribution to the Hospital in September 2008 totaling \$946,387 to be used for the computerization of the medical records department. In August 2009, the Hospital received the entire amount of this grant. The project was fully completed during the 2010 fiscal year. The Health Resources and Services Administration also awarded a grant/contribution to the Hospital during the 2010 fiscal year totaling \$404,103 to be used to establish a federally qualified health center on the Hospital's campus. The Hospital has received \$287,658 of this grant as of June 30, 2010.

**Patient Protection and Affordable Care and Reconciliation Act:** On March 23, 2010, President Barack Obama signed into law the most sweeping healthcare reform legislation since the advent of Medicare. The law promises to expand insurance coverage to an additional 32 million Americans, reduce the growth of Medicare expenditures, dramatically reform insurance markets, and continue the march toward value-based payment. The Reconciliation Act amends various provisions of the Patient Protection and Affordable Care Act and adds some new provisions that were not included originally.



**Independent Auditor's Report on the Supplementary Information**

To the Board of Trustees  
Holy Cross Hospital  
Chicago, Illinois

Our audits were made for the purpose of forming an opinion on the basic consolidated financial statements taken as a whole. The consolidating information is presented for purposes of additional analysis of the basic consolidated financial statements rather than to present the financial position and results of operations of the individual organizations. The consolidating information has been subjected to the auditing procedures applied in the audits of the basic consolidated financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic consolidated financial statements taken as a whole.

*McGladrey & Pullen, LLP*

Chicago, Illinois  
October 25, 2010

Holy Cross Hospital and Affiliate

Consolidating Balance Sheet  
June 30, 2010

Assets	Holy Cross Hospital	Holy Cross Health Partners	Eliminations	Consolidated
<b>Current Assets</b>				
Cash and cash equivalents	\$ 22,184,780	\$ 830,108	\$ -	\$ 23,114,888
Assets whose use is limited - externally designated under debt agreements	-	-	-	-
	515,280	-	-	515,280
Patient accounts receivable, less allowances for uncollectible amounts	12,324,545	-	-	12,324,545
Contribution receivable	225,279	-	-	225,279
Inventory	1,582,688	-	-	1,582,688
Due from affiliate	560,001	-	(560,001)	-
Prepaid expenses and other current assets	936,913	123,508	-	1,030,421
<b>Total current assets</b>	<u>38,299,486</u>	<u>1,053,616</u>	<u>(560,001)</u>	<u>38,793,101</u>
<b>Assets Whose Use is Limited, net of amounts required to meet current obligations</b>				
Externally designated under debt agreements	1,312,997	-	-	1,312,997
Externally designated under workmen's compensation contracts	1,029,332	-	-	1,029,332
	<u>2,342,329</u>	<u>-</u>	<u>-</u>	<u>2,342,329</u>
Property and Equipment, net	40,590,453	-	-	40,590,453
Other Assets	1,324	-	-	1,324
Deferred Bond Issuance Costs, net	113,981	-	-	113,981
<b>Total assets</b>	<u>\$ 81,348,173</u>	<u>\$ 1,053,616</u>	<u>\$ (560,001)</u>	<u>\$ 81,841,788</u>

Holy Cross Hospital and Affiliate

Consolidating Balance Sheet  
June 30, 2010

Liabilities and Net Assets (Deficit)	Holy Cross Hospital	Holy Cross Health Partners	Eliminations	Consolidated
<b>Current Liabilities</b>				
Current portion of long-term debt	\$ 13,007,085	\$ -	\$ -	\$ 13,007,085
Accounts payable	5,793,700	1,003,754	-	6,797,454
Due to affiliate	-	560,001	(560,001)	-
Accrued salaries and expenses	6,918,052	310,910	-	7,228,962
Accrued interest	6,823	-	-	6,823
Current portion of accrued pension and postretirement benefits	266,000	-	-	266,000
Due to third-party payors	3,195,298	-	-	3,195,298
<b>Total current liabilities</b>	<b>29,187,568</b>	<b>1,874,665</b>	<b>(560,001)</b>	<b>30,502,232</b>
<b>Noncurrent Liabilities</b>				
Long-term debt, less current portion	1,591,745	-	-	1,591,746
Accrued pension and postretirement benefits, net of current portion	28,434,598	-	-	28,434,598
Professional liability	3,632,000	-	-	3,632,000
<b>Total noncurrent liabilities</b>	<b>33,658,344</b>	<b>-</b>	<b>-</b>	<b>33,658,344</b>
<b>Total liabilities</b>	<b>62,845,912</b>	<b>1,874,665</b>	<b>(560,001)</b>	<b>64,160,576</b>
<b>Net Assets (Deficit)</b>				
Unrestricted	17,285,406	(821,049)	-	16,464,357
Temporarily restricted	1,216,855	-	-	1,216,855
<b>Total net assets (deficit)</b>	<b>18,502,261</b>	<b>(821,049)</b>	<b>-</b>	<b>17,681,212</b>
<b>Total liabilities and net assets (deficit)</b>	<b>\$ 81,348,173</b>	<b>\$ 1,053,616</b>	<b>\$ (560,001)</b>	<b>\$ 81,841,788</b>

Holy Cross Hospital and Affiliate

Consolidating Balance Sheet  
June 30, 2009

Assets	Holy Cross Hospital	Holy Cross Health Partners	Eliminations	Consolidated
<b>Current Assets</b>				
Cash and cash equivalents	\$ 20,050,471	\$ 723,151	\$ -	\$ 20,773,632
Assets whose use is limited - externally designated under debt agreements	510,158	-	-	510,158
Patient accounts receivable, less allowances for uncollectible amounts	15,938,870	-	-	15,938,870
Contribution receivable	948,387	-	-	948,387
Inventory	1,481,829	-	-	1,481,829
Due from affiliate	400,000	-	(400,000)	-
Prepaid expenses and other current assets	1,354,155	101,534	-	1,455,689
<b>Total current assets</b>	<b>40,693,828</b>	<b>824,695</b>	<b>(400,000)</b>	<b>41,118,563</b>
<b>Assets Whose Use is Limited, net of amounts required to meet current obligations</b>				
Internally designated for capital improvements	32,033	-	-	32,033
Externally designated under workers compensation contracts	1,002,028	-	-	1,002,028
	<b>1,034,061</b>	<b>-</b>	<b>-</b>	<b>1,034,061</b>
Property and Equipment, net	42,813,005	-	-	42,813,005
Other Assets	228,485	-	-	228,485
Deferred Bond Issuance Costs, net	213,981	-	-	213,981
<b>Total assets</b>	<b>\$ 84,983,400</b>	<b>\$ 824,695</b>	<b>\$ (400,000)</b>	<b>\$ 85,408,095</b>

Holy Cross Hospital and Affiliate

Consolidating Balance Sheet  
June 30, 2008

Liabilities and Net Assets (Deficit)	Holy Cross Hospital	Holy Cross Health Partners	Eliminations	Consolidated
<b>Current Liabilities</b>				
Notes payable	\$ 682,498	\$ -	\$ -	\$ 682,498
Current portion of long-term debt	3,129,881	-	-	3,129,881
Accounts payable	6,589,441	811,775	-	7,371,217
Due to affiliate	-	400,000	(400,000)	-
Accrued salaries and expenses	7,183,146	433,968	-	7,617,114
Accrued interest	12,225	-	-	12,225
Current portion of accrued pension and postretirement benefits	236,000	-	-	236,000
Due to third-party payors	5,049,687	-	-	5,049,687
<b>Total current liabilities</b>	<b>22,852,876</b>	<b>1,645,744</b>	<b>(400,000)</b>	<b>24,098,620</b>
<b>Noncurrent Liabilities</b>				
Long-term debt, less current portion	13,331,614	-	-	13,331,614
Accrued pension and postretirement benefits, net of current portion	24,020,963	-	-	24,020,963
Professional liability	3,037,000	-	-	3,037,000
<b>Total noncurrent liabilities</b>	<b>40,389,577</b>	<b>-</b>	<b>-</b>	<b>40,389,577</b>
<b>Total liabilities</b>	<b>63,242,453</b>	<b>1,645,744</b>	<b>(400,000)</b>	<b>64,488,197</b>
<b>Net Assets (Deficit)</b>				
Unrestricted	20,597,735	(821,049)	-	19,776,686
Temporarily restricted	1,143,212	-	-	1,143,212
<b>Total net assets (deficit)</b>	<b>21,740,947</b>	<b>(821,049)</b>	<b>-</b>	<b>20,919,898</b>
<b>Total liabilities and net assets (deficit)</b>	<b>\$ 84,983,400</b>	<b>\$ 824,695</b>	<b>\$ (400,000)</b>	<b>\$ 85,408,095</b>

Holy Cross Hospital and Affiliate

Consolidating Schedule of Operations  
Year Ended June 30, 2010

	Holy Cross Hospital	Holy Cross Health Partners	Eliminations	Consolidated
<b>Revenue:</b>				
Net patient service revenue	\$ 95,305,459	\$ -	\$ -	\$ 95,305,459
Capitation revenue	966,228	3,912,994	-	4,879,222
Investment income	5,125	-	-	5,125
Other revenue	2,565,182	-	(300,000)	2,265,182
Medicaid hospital assessment revenue	12,889,822	-	-	12,889,822
Net assets released from restrictions - used for operations	309,620	-	-	309,620
	<u>112,061,436</u>	<u>3,912,994</u>	<u>(300,000)</u>	<u>115,674,430</u>
<b>Expenses:</b>				
Salaries and employee benefits	52,492,687	-	-	52,492,687
Professional fees	7,012,171	2,479,729	-	9,491,900
Food, drugs and medical supplies	13,231,897	-	-	13,231,897
Supplies, utilities and other	19,038,415	1,439,915	(300,000)	20,178,330
Medicaid hospital assessment tax	5,509,291	-	-	5,509,291
Provision for uncollectible accounts	8,017,814	-	-	8,017,814
Depreciation and amortization	5,850,997	-	-	5,850,997
Interest	418,033	-	-	418,033
	<u>111,571,305</u>	<u>3,919,644</u>	<u>(300,000)</u>	<u>115,190,949</u>
<b>Income (loss) from operations</b>	<u>490,131</u>	<u>(8,650)</u>	<u>-</u>	<u>481,481</u>
<b>Nonoperating income:</b>				
Investment income	155,352	6,650	-	162,002
<b>Total nonoperating income, net</b>	<u>155,352</u>	<u>6,650</u>	<u>-</u>	<u>162,002</u>
<b>Excess of revenue over expenses</b>	<u>\$ 645,483</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 645,483</u>

Holy Cross Hospital and Affiliate

Consolidating Schedule of Operations  
Year Ended June 30, 2009

	Holy Cross Hospital	Holy Cross Health Partners	Eliminations	Consolidated
<b>Revenue:</b>				
Net patient service revenue	\$ 101,697,666	\$ -	\$ -	\$ 101,697,666
Capitation revenue	682,652	4,476,221	-	5,158,873
Investment income	7,306	-	-	7,306
Other revenue	2,016,879	-	(300,957)	1,717,922
House Bill 5151 revenue	9,775,000	-	-	9,775,000
Medicaid hospital assessment revenue	12,889,822	-	-	12,889,822
Net assets released from restrictions - used for operations	155,440	-	-	155,440
	<u>127,226,765</u>	<u>4,476,221</u>	<u>(300,957)</u>	<u>131,402,029</u>
<b>Expenses:</b>				
Salaries and employee benefits	48,874,823	-	-	48,874,823
Professional fees	6,985,284	3,222,308	-	10,207,582
Food, drugs and medical supplies	12,710,067	-	-	12,710,067
Supplies, utilities and other	19,835,412	1,267,381	(300,957)	20,801,836
Medicaid hospital assessment tax	5,509,296	-	-	5,509,296
Provision for uncollectible accounts	13,919,860	-	-	13,919,860
Depreciation and amortization	5,504,109	-	-	5,504,109
Interest	678,053	-	-	678,053
	<u>114,016,904</u>	<u>4,489,689</u>	<u>(300,957)</u>	<u>118,205,636</u>
<b>Income (loss) from operations</b>	<u>13,209,861</u>	<u>(13,468)</u>	<u>-</u>	<u>13,196,393</u>
<b>Nonoperating income:</b>				
Investment income	110,544	13,468	-	124,012
<b>Total nonoperating income, net</b>	<u>110,544</u>	<u>13,468</u>	<u>-</u>	<u>124,012</u>
<b>Excess of revenue over expenses</b>	<u>\$ 13,320,405</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 13,320,405</u>

Schedule 3.08  
Recent Activities Exceptions

3.08(b)

Since June 30, 2010, HCH has entered into the following employee retention agreements:

1. Employee Retention Agreement by and between Holy Cross Hospital and Anna Carvalho.
2. Employee Retention Agreement, effective August 16, 2010, by and between Holy Cross Hospital and Leona Gibbons.
3. Employee Retention Agreement, effective August 16, 2010, by and between Holy Cross Hospital and Doris Gutierrez.
4. Employee Retention Agreement, effective August 16, 2010, by and between Holy Cross Hospital and Tanya Hawkins.
5. Employee Retention Agreement by and between Holy Cross Hospital and Catherine Kallal, M.D.
6. Employee Retention Agreement, effective August 16, 2010, by and between Holy Cross Hospital and Michael Lawrence.
7. Employee Retention Agreement, effective August 25, 2010, by and between Holy Cross Hospital and Wayne Lerner.
8. Employee Retention Agreement, effective August 16, 2010, by and between Holy Cross Hospital and Sheila Mischke.
9. Employee Retention Agreement, effective August 16, 2010, by and between Holy Cross Hospital and Joe Raspante.
10. Employee Retention Agreement by and between Holy Cross Hospital and Sister Juline Revas.
11. Employee Retention Agreement, effective August 25, 2010, by and between Holy Cross Hospital and Dennis Ryan.
12. Employee Retention Agreement, effective August 16, 2010, by and between Holy Cross Hospital and Paul Teodo.
13. Employee Retention Agreement, effective August 13, 2010, by and between Holy Cross Hospital and Debbie Wohler.
14. HCH and Wayne Lerner entered into that certain Second Amendment to the Executive Employment Agreement of Wayne M. Lerner, D.P.H., F.A.C.H.E. on August 25, 2010.

3.08(c)

1. The U.S. Department of Labor - Office of Federal Contract Compliance Programs notified Seller on April 23, 2010 that Seller was selected for a compliance review as a federal contractor based on TRICARE reimbursement.

Schedule 3.08  
Recent Activities Exceptions

3.08(g)

1. HCH and Wayne Lerner entered into that certain Second Amendment to the Executive Employment Agreement of Wayne M. Lerner, D.P.H., F.A.C.H.E. on August 25, 2010.

3.08(k)

1. The Centers for Medicare and Medicaid Services has notified Seller that Seller is no longer deemed to meet the Medicare Conditions of Participation and is now under the survey jurisdiction of the Illinois Department of Public Health.

Schedule 3.11  
Current Personal Property Encumbrances

1. Financing Statement Filed March 30, 1994, File Number: 003238966

Secured Party: Norwest Bank Minnesota, as Master Trustee; Wells Fargo Bank, NA, as Bond Trustee; Wells Fargo Bank, National Association, as Master Trustee

Collateral: All accounts and assignable general intangibles now owned or hereafter acquired by the Debtor regardless of how or where generated, and all proceeds therefrom, whether cash or noncash, all as defined in Article IX of the Uniform Commercial Code, as amended, of the State of Illinois; excluding, however, gifts, grants, bequests, donations and contributions to the Debtor heretofore or hereafter made, and the income and gains derived therefrom, which are specifically restricted by the donor or grantor to a particular purpose which is inconsistent with their use for payments required under the Master Indenture or on the Obligations (as defined in the Master Indenture) issued thereunder; and any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the Debtor or by anyone on its behalf to the Secured Party, including without limitation, funds of the Debtor held by the Secured party as security for the Obligations.

Status: Continuation dated February 19, 1999, File Number 003992026; Amendment dated March 30, 2004, File Number 008464723; Continuation dated March 30, 2004, File Number 008464731; Amendment dated November 6, 2007, File Number 008896706; Continuation dated February 18, 2009, File Number 008971792

2. Financing Statement Filed July 5, 2001, File Number: 004410386

Secured Party: Dade Behring Financial Services

Collateral: This financing statement is filing solely for notice and precautionary purposes and the filing hereof shall not be deemed evidence of any intentions of the parties to create a security interest under the Uniform Commercial Code or to enter into other than a true lease agreement. Equipment Includes: (2) Two Dimension RXL, (2) Two Heterogeneous Module, (1) one RMS, (1) Millipore, Account #4074181-001

Status: Continuation dated April 7, 2006, File Number 008808583

3. Financing Statement Filed March 22, 2002, File Number: 004968514

Secured Party: General Electric Company

Collateral: 1 (One) Gold Seal Lightspeed QXI CT System K#8517829, 97001028 and all additions, accessions, modifications, improvements, replacements, substitutions, and accessories thereto and therefor, or hereafter required. This equipment is covered under a GE Maxiservice Lease and is being filed for public notice only. It is not intended to create a security interest and is not subject to recordation tax.

Status: Continuation dated November 17, 2006, File Number 008843474

Schedule 3.11  
Current Personal Property Encumbrances

4. Financing Statement Filed July 16, 2002, File Number: 005566924

Secured Party: Kings Dominion, LLC; Todd McKinely; Prime Alliance Bank; Republic Bank, Inc.

Collateral: 5) AS-3 Anesthesia Monitors (Demo) S/N 4664721, 46664723, 4667235, 4667236, 4667237

Status: Assignment dated July 26, 2005, File Number 008772021; Assignment dated August 3, 2005, File Number 0088772858; Assignment dated April 20, 2006, File Number 005566924; Continuation date January 26, 2007, File Number 008854560

5. Financing Statement Filed February 26, 2003, File Number: 006610153

Secured Party: Baxter Healthcare Corporation

Collateral: #3811 Product Serial #2L3105R 410296AP 2L3105R 505254AP 2L3105R 602110AP 2L3105 605405AP 2L3105 605415AP 2L3105 605439AP 2L3105 605488AP 2L3105 605649AP 2L3105 607661AP 2L3105 608034AP 2L3105 608095AP 2L3105 609258AP 2L3105 9040193AP 2L3105 9040195AP 2L3105 9040210AP 2L3105 9040213AP 2L3105 9040217AP 2L3105 9100091AP 2L3105 9100098AP 2L3105 9100103AP 2L3105 9100107AP 2L3105 9100124AP 2L3105 9100132AP 2L3105 9100133AP 2L3105 9100135AP 2L3105 9100138AP 2L3105 9100149AP

Status: Continuation dated February 15, 2008, File Number 008913653

6. Financing Statement Filed February 26, 2003, File Number: 006610471

Secured Party: Baxter Healthcare Corporation

Collateral: Lease #P6340 Product Quantity Description 2M8605 2 Sure-Med Refrigerated Supply Cabinet 2M8601 2 Sure-Med Supply Cabinet

Status: Continuation dated February 15, 2008, File Number 008913655

7. Financing Statement Filed March 24, 2004, File Number: 008437203

Secured Party: Lakeside Bank

Collateral: All of the following which Debtor owns now or in the future, together with all parts, accessories, repairs, replacements, improvements, and accessions, and wherever located: Inventory: All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business. Equipment: All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment,

Schedule 3.11  
Current Personal Property Encumbrances

farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create or perfect a valid security interest in all of Debtor's equipment. Accounts and Other Rights to Payment: All rights to payments, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor. General Intangibles: All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to (continued, don't have the rest of the statement) on property located at 6084 South Archer Avenue, Chicago, Illinois. Products/ Proceeds of collateral are also covered.

Status: Continuation dated December 15, 2008, File Number 008961738

8. Financing Statement Filed February 14, 2006, File Number: 010652820

Secured Party: Dade Behring, Inc.

Collateral: Instrument: 2 Rxl Max/hm SN#: 222073-ax & 222067-ax 2/RMS 99062135 & 99062136, Indebtedness Amount \$733,960.00, This includes any additions, deletions, modifications, replacements to the referenced instrumentation.

9. Financing Statement Filed February 14, 2006, File Number: 010652847

Secured Party: Dade Behring, Inc.

Collateral: Instrument: 2 Rxl Max/hm SN#: 222073-ax & 222067-ax 2/RMS 99062135 & 99062136 DBNET 1484563, Indebtedness Amount \$750,800.00, This includes any additions, deletions, modifications, replacements to the referenced instrumentation.

10. Financing Statement Filed June 28, 2007, File Number: 012251130

Secured Party: Portfolio Recovery Associates, LLC

Collateral: HCH848 All accounts, contract rights, choses in action, accounts receivables and general intangibles, now owned or hereafter acquired, and purchased by Purchaser and sold by Seller under that Purchase and Sale Agreement for accounts dated May 30, 2007. This filing relates to a sale by Seller to Buyer, of certain accounts (the "Accounts"), and is intended to provide public notice of such sale and of the Accounts offered as security therefor. In particular, Seller sold to Buyer, pursuant to that certain Purchase and Sale Agreement, together with any schedules, exhibits, lists and other materials therein, referred to, or attached thereto (the "Agreement"), and all the specific

Schedule 3.11  
Current Personal Property Encumbrances

Accounts which are identified in a data file, and delivered in the form of a CD from the Seller to Buyer. The Agreement is incorporated herein by reference. The said data file is in the CD referred to in the Agreement, and is made a part thereof. Reference is made to the Agreement for more details as to the number and nature of the Accounts, and for a more particular description thereof.

11. Financing Statement Filed December 6, 2007, File Number: 012748493

Secured Party: Wells Fargo Bank, National Association, as Bond Trustee (Assignor of Secured Party: Illinois Finance Authority)

Collateral: All right, title and interest of the Debtor (Holy Cross Hospital) in and to any and all moneys, securities and other property from time to time on deposit in any Fund (except as specifically reserved therein) established under that certain Bond Trust Indenture dated as of December 1, 2007 between the Secured Party (Illinois Finance Authority) and the Assignee of Secured Party (Wells Fargo Bank, National Association), as bond trustee, relating to the Illinois Finance Authority Adjustable Rate Demand Revenue Refunding Bonds, Series 2007 (Holy Cross Hospital) (the "Bonds"), in accordance with the terms and conditions of that certain Loan Agreement dated as of December 1, 2007 between the Debtor and the Secured Party relating to the Bonds, together with all income thereon and proceeds thereof and all substitutions thereof and additions thereto.

12. Financing Statement Filed December 7, 2007, File Number: 012753667

Secured Party: LaSalle Bank National Association

Collateral: The collateral covered hereby consists of the HCH Debt Service Reserve, account number 150946-900 (identified in the Debt Service Reserve Fund Agreement between Debtor and Secured Party as the Debt Service Reserve Fund), and held at Lakeside Bank, Chicago, Illinois.

13. Financing Statement Filed December 7, 2007, File Number: 012753675

Secured Party: LaSalle National Bank

Collateral: Blanket Lien

14. Financing Statement Filed December 7, 2007, File Number: 012753683

Secured Party: LaSalle National Bank

Collateral: Blanket Lien

15. Financing Statement Filed June 2, 2008, File Number: 013312354

Secured Party: Siemens Diagnostics Finance Co. LLC

Schedule 3.11  
Current Personal Property Encumbrances

Collateral: The property covered under Siemens Healthcare Diagnostics Inc. Easy Access Agreement between Debtor and Secured Party, including without limitation, the equipment described below (or on Schedule A attached hereto). Equipment Description: (1) CA-1500 and (1) CA-1500.

16. Financing Statement Filed July 14, 2008, File Number: 013439737

Secured Party: Smith and Nephew Finance

Collateral: This transaction is a true lease and is not intended by the parties as a secured transaction. Filing is only intended to make the true lease a matter of public record. Smith & Nephew Finance is the owner of all of the equipment now or hereafter the subject of any agreement or schedule by and between the parties together with all proceeds, attachments, parts, accessories, accessions, additions, replacements and any substitutions of, to or for any of the foregoing contained on this filing or any agreement or schedule by and between the parties. The lessee has no rights, express or implied, to sell, exchange, encumber or otherwise dispose of any equipment contained on this filing or any agreement or schedule by and between the parties. The parties agree that this financing statement covers any and all equipment now or hereafter the subject of any agreement or schedule by and between the parties, including, but not limited to the following equipment contained on or subject to: Agreement No. HOL022602, together with all substitutions, replacements, accessories, accessions, rent, revenue, insurance and proceeds related to the equipment contained on this filing or any agreements or schedule by and between the parties.

17. Financing Statement Filed July 31, 2008, File Number: 013495343

Secured Party: Lakeside Bank

Collateral: All of the following which Debtor owns now or in the future, together with all parts, accessories, repairs, replacements, improvements, and accessions, and wherever located: Certificate of Deposit/Share Certificate: Account Number 108158952, with a face amount of \$900,000.00, issued on June 27, 2008 and issued by Lakeside Bank located at 55 W. Wacker Drive, Chicago, Illinois 60601. Products/proceeds of collateral are also covered.

18. Financing Statement Filed November 24, 2008, File Number: 013827044

Secured Party: Park National Bank (Assignor of Secured Party: CSK Group, Inc.)

Collateral: as more fully described in Vendor Quotation/Order # AQ16/C3D and Vendor Invoice Toshiba Aquilion 16 Whole Body CT Scanner. Serial #AGDD0813194. CT Accessory Kit Long Couch 1800MM. CT Phantom. Console Desk. (2) Chairs with Adjustable Arms and Back, (5) Media for DVD-RAM Drive (9.4GB), Cable Category SE/RJ45 5M. Cable Category SE/RJ45 35M. (2) Service Modem Cables. Flooring Leveling Epoxy Kit. Dicom Modality Worklist Management (MWM) Service Class User

Schedule 3.11  
Current Personal Property Encumbrances

(SCU) System Serial #1BA0814928, PGP Study Split Serial #1BA0822225. CT Fluoroscopy. LCD Monitor 15" for Fluoroscopy Remote Viewing. Needle Holder Kit for CT Fluoroscopy. Ceiling Suspension for Flat Panel Monitor CMM-003E Serial #G76061. Vitrea System Software Serial # 5070933434. Workstation for Vitrea System Serial #2UA7510QBT. LCD Monitor 15" Serial #1BC0823076. Dicom Storage Service Class Provider (SCP) Serial #1BA07Z2889. Dicom Performed Procedure Step SCU. Dicom Query/Retrieve Service Class Provider (SCP) Serial #1BA0823018. Dicom Query/Receive SCU AQ/MP 1BA07Z3188. Power Conditioner/Distributor 125 KVA Universal. Advanced Cardiac CT Course for Technologist. Dicom PPS PC-Console Serial #1BA0813356. LCD Monitor 20" Serial #CNG72909NF. CT Training. CT Flouro for AQ16/8/4S PC Serial #1BB0832348.

Together with : (I) All substitutions for and products and proceeds of any of the foregoing property. (II) All accessions thereto: (III) All accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, (IV) All warehouse receipts, bills of lading and any other documents of title now or hereafter covering any of the foregoing property, and (V) All insurance and/or (continued, don't have the rest of the statement)

All of the equipment and personal property and all modifications and additions thereto and replacements and substitutions therefor, together with all accessories, accessions, attachments, in whole or in part, leased or be leased by CSK Leasing (Lessor) and Holy Cross Hospital (Lessee) pursuant to Equipment Schedule No. 01 dated 12/12/2008 to CSK Leasing Master Lease # 10261387 dated 12/12/2008.

Status: Amendment dated December 15, 2008, File Number 008961686; Amendment dated December 15, 2008, File Number 008961687

19. Financing Statement Filed December 19, 2008, File Number: 013899320

Secured Party: Park National Bank (Assignor of Secured Party: CSK Group, Inc.)

Collateral: All of the equipment and personal property and all modifications and additions thereto and replacements and substitutions therefore, together with all accessories, accessions, attachments, in whole or in part, leased or be leased by CSK Leasing (Lessor) and Holy Cross Hospital (Lessee) pursuant to Equipment Schedule No. 01 dated 12/08/2008 to CSK Leasing Master Lease No. 10261387 dated 12/08/2008.

Toshiba Aquilion 16 Whole Body CT Scanner. Serial #AGDD0813194. CT Accessory Kit Long Couch 1800MM. CT Phantom. Console Desk. (2) Chairs with Adjustable Arms and Back, (5) Media for DVD-RAM Drive (9.4GB), Cable Category 5E/RJ45 5M. Cable Category 5E/RJ45 35M. (2) Service Modem Cables. Flooring Leveling Epoxy Kit. Dicom Modality Worklist Management (MWM) Service Class User (SCU) System Serial #1BA0814928, PGP Study Split Serial #1BA0822225. CT Fluoroscopy. LCD Monitor 15" for Fluoroscopy Remote Viewing. Needle Holder Kit for CT Fluoroscopy. Ceiling Suspension for Flat Panel Monitor CMM-003E Serial #G76061. Vitrea System Software Serial # 5070933434. Workstation for Vitrea System Serial #2UA7510QBT. LCD Monitor 15" Serial #1BC0823076. Dicom Storage Service Class Provider (SCP) Serial

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Current Personal Property Encumbrances

#1BA07Z2889. Dicom Performed Procedure Step SCU. Dicom Query/Retrieve Service Class Provider (SCP) Serial #1BA0823018. Dicom Query/Receive SCU AQ/MP 1BA07Z3188. Power Conditioner/Distributor 125 KVA Universal. Advanced Cardiac CT Course for Technologist. Dicom PPS PC-Console Serial #1BA0813356. LCD Monitor 20" Serial #CNG72909NF. CT Training. CT Flouro for AQ16/8/4S PC Serial #1BB0832348.

20. Financing Statement Filed December 29, 2008, File Number: 013916314

Secured Party: Park National Bank

Collateral: All of the equipment and personal property and all modifications and additions thereto and replacements and substitutions therefore, together with all accessories, accessions, attachments, in whole or in part, leased or be leased by CSK Leasing (Lessor) and Holy Cross Hospital (Lessee) pursuant to Equipment Schedule No. 01 dated 12/08/2008 to CSK Leasing Master Lease No. 10261387 dated 12/08/2008.

Toshiba Aquilion 16 Whole Body CT Scanner. Serial #AGDD0813194. CT Accessory Kit Long Couch 1800MM. CT Phantom. Console Desk. (2) Chairs with Adjustable Arms and Back, (5) Media for DVD-RAM Drive (9.4GB), Cable Category 5E/RJ45 5M. Cable Category 5E/RJ45 35M. (2) Service Modem Cables. Flooring Leveling Epoxy Kit. Dicom Modality Worklist Management (MWM) Service Class User (SCU) System Serial #1BA0814928, PGP Study Split Serial #1BA0822225. CT Fluoroscopy. LCD Monitor 15" for Fluoroscopy Remote Viewing. Needle Holder Kit for CT Fluoroscopy. Ceiling Suspension for Flat Panel Monitor CMM-003E Serial #G76061. Vitrea System Software Serial # 5070933434. Workstation for Vitrea System Serial #2UA7510QBT. LCD Monitor 15" Serial #1BC0823076. Dicom Storage Service Class Provider (SCP) Serial #1BA07Z2889. Dicom Performed Procedure Step SCU. Dicom Query/Retrieve Service Class Provider (SCP) Serial #1BA0823018. Dicom Query/Receive SCU AQ/MP 1BA07Z3188. Power Conditioner/Distributor 125 KVA Universal. Advanced Cardiac CT Course for Technologist. Dicom PPS PC-Console Serial #1BA0813356. LCD Monitor 20" Serial #CNG72909NF. CT Training. CT Flouro for AQ16/8/4S PC Serial #1BB0832348.

21. Financing Statement Filed October 21, 2009, File Number: 014706917

Secured Party: Lakeside Bank

Collateral: All of the following which Debtor owns now or in the future, together with all parts, accessories, repairs, replacements, improvements, and accessions, and wherever located: Certificate of Deposit/Share Certificate: Account Number 108158953, with a face amount of \$3,000,000.00, issued on July 3, 2009 and issued by Lakeside Bank Located at 55 W. Wacker Drive, Chicago, Illinois 60601. Products/proceeds of collateral are also covered.

22. Mechanics' liens as permitted under 770 ILCS 45/0.01 et seq.

Schedule 3.12(a)  
Current Real Property Encumbrances

1. Real estate taxes which are not yet due and payable;
2. Installments of special assessments which are due and payable after the date hereof;
3. State, county and municipal zoning and building laws and ordinances which affect the Real Property;
4. Leases which relate to the Real Property which are of a type that are customarily the subject of such leases, such as office space for physicians and educational institutions, food service facilities, gift shops and radiology or other hospital-based specialty services, pharmacy and similar departments; leases, licenses or similar rights to use the Real Property to which the Seller is a party existing as of the Closing Date and any renewals and extensions thereof;
5. Utility, access and other easements and rights-of-way, restrictions, encumbrances and exceptions which do not materially prohibit the current uses and operations existing on the Real Property;
6. Any mechanic's, laborer's, materialman's, supplier's or vendor's lien or right in respect thereof if such lien is being contested by the Seller and for which the Seller has obtained a bond insuring over same;
7. Such defects, irregularities of title and encroachments as normally exist with respect to property similar in character to the Real Property and which do not have a materially adverse affect on the value of, or materially impair, the Real Property affected thereby for the purpose for which it was acquired or is held by the Seller;
8. Statutory rights under Section 291, Title 42 of the United States Code, as a result of what are commonly known as Hill-Burton grants, and similar rights under other federal statutes or statutes of the State of Illinois;
9. All right, title and interest of the State of Illinois, municipalities and the public in and to tunnels, bridges and passageways over, under or upon a public way;
10. Restrictions or covenants on any portion of the Real Property which is given, granted, bequeathed or devised by the owner thereof existing at the time of such gift, grant, bequest or devise;
11. Rights of public and quasi-public utilities, if any, in vacated streets and alleys for maintenance therein of poles, conduits, sewers and other facilities; and
12. Covenants, conditions, restrictions, easements and other matters as set forth in the following documents which were recorded in the Office of the Recorder of Deeds of Cook County: 17084391, 8887817, 6486729, 6432998, 6784682, 9620939 and 0322317153.

Schedule 3.12(d)  
Condition of Improvements

1. Half of the roof of the north building at Holy Cross Hospital needs to be replaced. The roof was leaking and frequently needed repair. The Seller applied for a grant in the amount of \$300,000 from the Illinois Department of Commerce and Economic Opportunity to fund repair of one quarter of the roof. The Seller submitted an application dated September 8, 2010. One quarter of the roof is estimated to be replaced by December 15, 2010.
2. The boiler room balcony is in need of significant repair within the next year.
3. The south building of Holy Cross Hospital is in need of tuck pointing within the next year.
4. The tile floor in the corridor of the north building of Holy Cross Hospital is worn beyond repair and needs to be replaced. The Seller applied for a grant in the amount of \$195,000 from the Illinois Department of Commerce and Economic Opportunity to fund repair of the tile floor and other projects as described below. The Seller submitted an application dated September 8, 2010. The tile floor is estimated to be replaced by December 10, 2010.
5. Sidewalks and curbs of the north entrance of Holy Cross Hospital are deteriorating and need to be repaired. The Seller applied for funds to make these repairs as described in item number 4 above. The sidewalks and curbs are estimated to be repaired by December 10, 2010.
6. A door and a window on the east side of Holy Cross Hospital leak during heavy rains. This window and door are no longer needed and will be sealed with brick in-fills. The Seller applied for funds to make these repairs as described in item number 4 above. The door and the window are estimated to be sealed by December 10, 2010.
7. The operating room is in need of an electrical upgrade. New electrical service will be installed in the operation room of Holy Cross Hospital in order to operate laser equipment more effectively and efficiently. Furthermore, the new electrical system will conserve energy and reduce repairs and downtime in the operating room. The Seller applied for funds to make these repairs as described in item number 4 above. The electrical upgrade project is estimated to be completed by December 10, 2010.
8. Holy Cross Hospital's service tunnel is currently being repaired by Berglund Construction Company. The estimated cost of the tunnel repair project is \$525,809.00. The tunnel repair project began on July 6, 2010 and substantial completion of the tunnel repair was estimated to be completed by October 6, 2010.

Schedule 3.13(b)  
Materials of Environmental Concern

1. Soil Testing: In connection with tunnel repair work being performed at Holy Cross Hospital, a soil test was performed to determine whether the soil in the work area is safe to be removed from the site and placed in a landfill. These results are reported in a document on Microbac letterhead entitled "Analytical Results," dated September 24, 2010, and attached to the Source Site Certification submitted to the Illinois Environmental Protection Agency by Joseph Raspante on September 28, 2010. Three samples for the tunnel repair site were sent to Microbac Laboratories, Inc. ("Microbac") and tested for contamination. One sample failed the acceptance criteria for TCLP mercury and all three samples failed the acceptance criteria for reactive sulfide. However, Microbac reported that these results were insignificant and below the reporting limit. One sample failed accuracy criteria for reactive cyanide. However, Microbac reported that this data was indicative of matrix interference at the preparation level. Seller disclosed these soil test results to the Illinois Environmental Protection Agency in a Source Site Certification dated September 28, 2010. In the Source Site Certification, Seller certified that the soil from the tunnel repair work site was uncontaminated.
2. Given the nature and age of the buildings at HCH, it is likely that the buildings owned by HCH contain asbestos; provided that HCH has maintained the building in such a manner as to not cause the release of any asbestos. Since 2006, HCH has had a footnote in its audited financials that speaks to potential asbestos if there were any major building improvements, but this can't be measured and the extent is unknown. The asbestos risk has not been studied, surveyed, or otherwise reviewed by Seller.
3. HCH has three underground fuel storage tanks that all have # 2 diesel fuel. 2 tanks are 15,000 gallons for boiler operation located below the concrete floor in the service building. 1 tank 10000 gallon for emergency generator operation located in front of the emergency generator room.

Schedule 3.14  
Intellectual Property Assets

[To be completed]

Schedule 3.15  
Insurance

[To be completed]

Schedule 3.16  
Required Consents

[To be completed]

Schedule 3.17  
Government Permits; Accreditation

Seller has had no "serious reportable events" as defined by the National Quality Forum ("NQF") *Serious Reportable Events in Healthcare: 2006 Update* and adopted by the Healthcare Facilities Accreditation Program ("HFAP"), if any, and no documentation was created, prepared and/or produced by Seller or Health Partners to satisfy HFAP Quality Assessment and Performance Improvement ("QAPI") requirements related to addressing such events and creating a "healthcare culture of safety" as defined by HFAP for the past three (3) years.

The Hospital is duly accredited by HFAP effective as of April 18, 2005. Such accreditation is renewed every 3 years and the Hospital is currently duly accredited by HFAP.

Schedule 3.18  
Government Health Programs; Accreditation

1. The Centers for Medicare and Medicaid Services has notified Seller that Seller is no longer deemed to meet the Medicare Conditions of Participation and is now under the survey jurisdiction of the Illinois Department of Public Health.

2. See also, item 3 on Schedule 3.05.

3. Seller has timely filed all Cost Reports due for the following periods and the following sets forth the status of such Cost Reports:

6/30/10- filed, but not audited for Medicare, Medicaid and BCBS

6/30/09 -- filed, but not audited for Medicare and Medicaid; BCBS audited and settled

6/30/08- filed, but not audited for Medicare and Medicaid; BCBS audited and settled

6/30/07- filed and audited with NPR issued for Medicare; Medicaid and BCBS audited and settled

6/30/06- filed and audited with NPR issued for Medicare; Medicaid and BCBS audited and settled

6/30/05- filed and audited with NPR issued for Medicare; Medicaid and BCBS audited and settled

6/30/04- filed and audited with NPR issued for Medicare; Medicaid and BCBS audited and settled

Schedule 3.19  
Contracts and Agreements

[To be completed]

Schedule 3.20  
Assumed Material Contracts

[To be completed]

Schedule 3.21  
Transactions with Affiliates

None.

Schedule 3.22  
Employees Matters

3.22(a)

The following sets forth a list of employees that have been terminated for the period commencing August 1, 2009 through July 31, 2010. [This list will be updated to include only those employees that were terminated for the period commencing 90 days prior to the Effective Date prior to execution of the Agreement.]

Termination - 8/1/09 through 7/31/10									
LAST	FIRST	AGE	SEX	RACE	JOB CODE	EMPLOYER TITLE	TERM DATE	TERM CODE	REASON
CAPO	JORGE	38	M	H	3101	Registry Public Safety Officer	0712009	28	Registry Requirements Not Met
RUZEA	SCOTT	47	M	W	3051	CD Tech	0902009	3	Workload Too Heavy
LESNAK	SARITA	67	F	W	208	MT ABCP	0112009	6	Retirement
GARCIA	ANDREW	19	M	N	4221	Registry Nutrition Associate	0272009	7	Resigned Other
JUDOLMAN	DOMINICA	29	F	A	80	Registry RN	02082009	28	Registry Requirements Not Met
LOPE	CONNIE	37	F	B	3140	Medical Assistant	01152009	30	No Call No Show
BARBOO	SARINA	57	F	A	80	Registry RN	01092009	3	Domestic Issues
BARBOO	SARINA	43	F	B	3108	Clinic Physician	0112009	1	Resigned Other
BOONIE	ALI	38	F	A	1077	Medical Records Specialist	01132009	1	Resigned Other
OSTROMIRAC	TRINIDAD	35	F	W	3070	Registry Laboratory Tech	0222009	29	Registry Requirements Not Met
BOULFOU	HELENA	35	F	B	3001	Registered Nurse	0112009	7	Resigned Other
CINDY	JAMES	80	M	W	3001	Registered Nurse	0112009	30	No Call No Show
PALANA	ARIEL	34	F	A	2001	Registered Nurse	0402009	3	Domestic Issues
PERINCE	CYNTHIA	29	F	H	3190	Medical Assistant	0402009	1	Resigned Other
PERINCE	RENEE	40	F	B	3001	Registered Nurse	0102009	61	Resigned Other
TONPES	SHARIE	35	M	M	3540	Medical Assistant	0102009	7	Resigned Other
VECCUR	KEVIN	62	M	B	4370	Collector	02042009	68	Terminated Other
MELDEN	LAWRENCE	45	M	B	3101	Registry Public Safety Officer	0112009	7	Resigned Other
RODRIGUEZ	ERICA	27	F	H	4002	Clerk	0102009	45	Termination
WANG	DEBORAH	50	F	B	80	Registry RN	01142009	22	Hard Never Started
SHIM	RUBEN	41	M	A	1082	Registry Pharmacist	01142009	26	Registry Requirements Not Met
DONNELLS	JERRY	52	F	B	4020	Nutrition Associate	01182009	55	Terminated Other
MATTE GRENK	MICHAEL	59	F	W	4410	MTI Tech Registry	02222009	26	Registry Requirements Not Met
MASON	ANDRE	45	M	H	3101	Registry Public Safety Officer	0112009	28	Registry Requirements Not Met
PODRELL	THOMAS	58	M	W	3401	Registry Public Safety Officer	0112009	7	Resigned Other
DOORBA	JANETH	30	F	W	4102	Clerk	0112009	7	Resigned Other
FOOTAL	RAJENDRA	60	M	A	1082	Registry Pharmacist	01142009	26	Registry Requirements Not Met
FRITZ	EDWARD	44	M	W	500	Pharmacist	10162009	31	Disability
GHENS	SHARONE	34	F	S	3101	Registry Public Safety Officer	05202009	32	Hard Never Started
HALLARD	JAMES	27	M	B	3101	Registry Public Safety Officer	10182009	30	No Call No Show
HANUS	VALDA	47	F	B	4001	Manager	10192009	10	Poor Performance
CONRADO	JACQUELINE	25	F	H	4201	Registry Medical Records Spclst	10192009	22	Hard Never Started
SAVARES	JANDEA	36	F	W	3001	Registered Nurse	10142009	60	No Call No Show
WILLIAMS	JARLEN	36	F	B	340	Environmental Tech	10142009	6	Resignation
MALINDRAS	LARA	57	F	W	4130	Public Care Tech	10092009	47	Attendance
LAY	MILAGRO	37	F	H	4220	Registry Nutrition Associate	10092009	22	Hard Never Started
STEWART	TEFFANY	32	F	B	80	Registry RN	10042009	7	Resigned Other
SPENCER	ALEX	47	F	B	114	Health Care Counselor	10092009	50	No Call No Show
SMITH	CEVEL	54	F	W	4701	Manager	11152009	1	Resigned Other

**Schedule 3.22  
Employees Matters**

Termination - 12-31-2010 through 7-31-2010

LAST	FIRST	AGE	SEX	RACE	JOB CODE	DESCRIPTION	TERM DATE	TEAM CODE	REASON
WAGGONER	AYANOLA	31	F	B	100	OR Tech Certified	11/22/09	30	Regulatory Requirements Not Met
WARTH	KAROL	65	F	B	90	Registry RN	11/17/09	7	Resigned Other
WATTS	CAROL	52	F	W	90	Registry RN	11/10/09	26	Regulatory Requirements Not Met
WATSON	ALINA	43	F	W	2100	Clinic Physician	11/14/09	34	Resigned Other Job
WATSON	HEATHER	39	F	W	3140	Medical Assistant	11/11/09	34	Resigned Other Job
WATSON	VERONICA	29	F	H	3140	Medical Assistant	11/11/09	34	Resigned Other Job
WATSON	SHANTRELL	25	F	B	3140	Medical Assistant	11/11/09	34	Resigned Other Job
WATSON	BETTY	28	F	B	305	Medical Records Specialist	11/11/09	34	Resigned Other Job
WATSON	JOAN	21	F	W	510	RN Clerk	11/10/09	8	Resigned
WATSON	JOSEPHINE	66	F	W	3021	Registered Nurse	11/11/09	34	Resigned Other Job
WATSON	BERNARDINA	33	F	A	2001	Registered Nurse	11/02/09	8	Resigned
WATSON	SANDRA	29	F	H	3140	Medical Assistant	11/11/09	17	Job Elimination
WATSON	WELDE	26	F	H	2001	Registered Nurse	11/11/09	4	Resignation
WATSON	JENNIFER	41	F	W	2001	Registered Nurse	11/10/09	8	Resignation
WATSON	CAROL	36	F	W	112	Certified LPN	11/10/09	44	Values Violation
WATSON	ELINA	25	F	H	3140	Medical Assistant	11/10/09	34	Resigned Other Job
WATSON	ELINA	23	F	W	3140	Medical Assistant	11/10/09	34	Resigned Other Job
WATSON	ERROL	24	M	U	2161	Registry Public Safety Officer	11/10/09	8	Moving from Agency
WATSON	DESIREE	43	F	B	4220	Public Care Tech	12/02/09	47	Resignation
WATSON	JAMIE	43	F	B	4220	Registry Nutrition Associate	12/02/09	47	Resignation
WATSON	THOMAS	60	M	W	1012	Registry Dietician	12/02/09	47	Resignation
WATSON	ROSA	40	F	H	100	Employee Health Nurse	12/15/09	7	Resigned Other
WATSON	GANDY	34	F	B	206	MT ACPH	12/10/09	7	Resigned Other
WATSON	DAVID	29	M	B	3161	Registry Public Safety Officer	12/08/09	26	Values Violation
WATSON	DORES	60	F	B	212	MT ACPH	12/11/09	8	Resignation
WATSON	MURRAY	35	F	B	3001	Registered Nurse	12/28/09	7	Resigned Other
WATSON	DARR	37	F	W	310	Registry MT	12/28/09	4	School
WATSON	JANE	32	F	W	2001	Registered Nurse	12/01/10	6	Resignation
WATSON	JANET	48	F	W	3101	Surgical Service Tech	12/02/10	34	Resigned Other Job
WATSON	NICKIE	68	F	B	4200	Public Care Tech	12/02/10	34	Resigned Other Job
WATSON	GRACIENE	19	F	B	2001	Registered Nurse	12/02/10	44	Values Violation
WATSON	LINDA	56	F	B	3140	Medical Assistant	11/11/09	7	Resigned Other
WATSON	VERONICA	38	F	B	4201	Medical Office Coordinator	11/12/09	7	Resigned Other
WATSON	FORNICA	58	F	B	4220	Registry Nutrition Associate	11/12/09	6	School
WATSON	MURPHY	44	F	H	2001	Registered Nurse	12/22/09	34	Resigned Other Job
WATSON	ELIZABETH	60	F	H	4200	Public Care Tech	12/22/10	4	School
WATSON	ELIZABETH	36	F	W	2001	Registered Nurse	12/02/10	34	Values Violation
WATSON	ELIAN	37	F	W	1034	Clinical Support Liaison	12/02/10	8	Resignation
WATSON	CHRISTINE	51	F	G	90	Registry RN	12/02/10	22	First - Never Started



Schedule 3.23  
Employee Benefit Plans

3.23(a)

HCH provides the following benefits to employees:

1. HCH currently sponsors the Holy Cross Hospital 401(K) Retirement Plan. The Volume Submitter Defined Contribution Plan, Profit Sharing/401(K) Plan, adoption agreement effective April 15, 2010 and the Trust Agreement between Holy Cross Hospital and Fidelity Management Trust Company for the Holy Cross Hospital 401(K) Retirement Plan Trust dated April 30, 2010 are the documents governing this Plan.
2. Paid Time Off -- (PTO) all benefit eligible employees. Accrual is based on number of hours budgeted to work, and is pro-rated for part-time employees. Sick time, vacation, and holiday are paid from this bank.
3. Blue Cross Blue Shield of Illinois Health Plan
4. CIGNA Dental PPO Benefit Plan
5. VSP Vision Insurance Plan
6. Long Term Disability Plan dated January 1, 2010 with PruValue Insurance Benefits Trust.
7. Short Term Disability Plan- HCH provides short-term disability to all active benefit eligible employees budgeted for 72 or more hours per pay period. Employees are eligible for short-term disability coverage the first of the month after 6 months of full-time employment has been completed. If an employee becomes disabled due to personal illness or injury, as determined by our third party plan administrator, payment of 66 2/3% of salary( non-taxable) to a maximum of \$5,000 per month will occur for up to six months (following the use of 15 days paid time off (PTO) days). The Short Term Disability Plan is provided pursuant to that certain Administrative Services Agreement No. 05910, effective date January 1, 2010, by and between The Prudential Insurance Company of America and Holy Cross Hospital.
8. Metropolitan Life Insurance Company Basic Life Insurance, Supplemental Life Insurance, Dependent Life Insurance and Accidental Death and Dismemberment Insurance dated January 1, 2010.
9. Employee Assistance Plan -- is available to all employees covered by the health care plan and is provided by Metropolitan Family Services pursuant to that certain Employee Assistance Program Agreement, effective January 1, 2010, by and between Holy Cross Hospital and Employee Assistance Network, a division of Metropolitan Family Services.. Six assessment confidential visits are available free of charge by the eligible employee calling a toll-free number.
10. Flexible Spending Account -- all benefit eligible employees.

Schedule 3.23  
Employee Benefit Plans

11. Maria High School Tuition Assistance -- HCH employees who have their daughter enrolled at Maria High School are eligible to receive \$1,100.00 tuition assistance credit from HCH. In order to qualify for the credit, students must have taken the entrance examination and be registered for the beginning of the upcoming school year. The financial assistance credit also applies to re-enrollment for the following schools years. However, the assistance must be applied for every year before the school years begins.

12. Accumulated Sick Leave Policy -- HCH has an accumulated sick leave policy which provides that any eligible employee prior to June 30, 1993 (who had 10 or more years of service with HCH prior to such date) will receive a payout of their accumulated sick leave upon their retirement from HCH.

13. Post Retirement Health and Life Insurance Benefits -- HCH previously had a plan to provide health and life insurance to certain retirees. HCH discontinued such post-retirement health and life insurance benefits for employees retiring after October 1, 1993. Those employees who retired prior to October 1, 1993 continue to receive benefits under this plan. There are approximately 40 retirees who currently receive benefits under this plan ("Post Retirement Health and Life Insurance Benefits"). Buyer shall continue to provide the retirees receiving the Post Retirement Health and Life Insurance Benefit with the same levels of coverage as such retirees received on the day before the Closing Date.

3.23(b)

As of January 1, 2010, HCH's pension plan was underfunded by approximately \$17,000,000.00 for benefits earned prior to the date the plans were frozen.

Schedule 3.24  
Proceedings and Claims

Pending Lawsuits

1. **Shannon Addison v. Holy Cross Hospital, lawsuit filed July 20, 2008.** In the matter captioned Shannon Addison v. Holy Cross Hospital, Ct. No. 08 L 6724, Circuit Court of Cook County, Ill., the Plaintiffs, Latrice Addison and Shannon Addison, allege negligence against the Hospital for treatment Shannon Addison received at Holy Cross Hospital (the "Hospital") on January 22, 2008. Latrice Addison was admitted in labor to the Hospital on January 22, 2008. Plaintiffs allege negligence on the basis that Hospital and physicians failed to diagnose and treat the dystocia, causing exacerbation of the injury or allowing the injury to become permanent. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.
2. **Anderson, Magnolia v. Holy Cross Hospital, lien filed August 12, 2010.** Magnolia Anderson seeks damages for personal injuries sustained when she fell while receiving rehabilitation at the Hospital.
3. **Michael Bell and Barbara Bell v. Holy Cross Hospital, lawsuit filed August 13, 2002.** In the matter captioned Michael Bell and Barbara Bell v. Holy Cross Hospital, Ct. No. 02 L 10342, Circuit Court of Cook County, Ill., the Plaintiffs, Michael and his wife, Barbara, allege negligence against the Hospital and Dr. Kristen Waicosky Nieder in connection with the treatment Mr. Bell received in the Hospital's emergency room on July 15, 2002. Mr. Bell presented to the Hospital's emergency room with a history of shortness of breath, wheezing, asthma, and green sputum. Mr. Bell was intubated and resuscitated, but he remained in a persistent vegetative state. Mr. Bell died on September 24, 2006. Mr. and Mrs. Bell allege negligence on the basis that Mr. Bell should have been prophylactically intubated and had constant bedside monitoring by a nurse while in the emergency room. There has been a settlement demand of \$9,000,000. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.
4. **Estate of Elizabeth Black v. Holy Cross Hospital, lawsuit filed January 14, 2009.** In the matter captioned Estate of Elizabeth Black v. Holy Cross Hospital, Ct. No. 09 L 0432, Circuit Court of Cook County, Ill., the Plaintiff, Isabelle Cowans, Administrator of the Estate of Elizabeth Black, alleges negligence against the Hospital in connection with Elizabeth Black's treatment at the Hospital during her stay from February 6, 2007 to February 8, 2007. Plaintiff alleges negligence on the basis that the Hospital should have accurately assessed and treated Ms. Black's pressure ulcers. Plaintiff further alleges that as a result of the Hospital's negligence, Ms. Black developed a large and deep infected stage four pressure ulcer, with osteomyelitis, involving her sacral area, which necessitated the insertion of a foley catheter, resulting in a urinary tract infection, extensive surgical debridement of the infected wound, dehydration, malnutrition, C-diff infection and which caused or contributed to Ms. Black's death on July 1, 2007. There has been a settlement demand of \$300,000. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.
5. **Estate of Kenny Bledsoe v. Holy Cross Hospital, lawsuit filed February 23, 2010.** In the matter captioned Estate of Kenny Bledsoe v. Holy Cross Hospital, Ct. No. 10 L 2371, Circuit Court of Cook County, Ill., the Plaintiff, Dale Bledsoe, Special Administrator of the Estate of

Schedule 3.24  
Proceedings and Claims

Kenny Bledsoe, alleges negligence against Hospital in connection with the treatment Kenny Bledsoe received in the Hospital's emergency room. Kenny Bledsoe presented to the Hospital's emergency room with complaints of chest pain. He arrested while being prepped for cardiac cath and went into cardiac shock. He had a balloon pump inserted and was transferred to the University of Chicago. An order was entered by the court on April 23, 2010 granting Plaintiff's motion to voluntarily non-suit the case, without prejudice. Plaintiff has one year to re-file the action. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

6. **Virginia Brandt v. Holy Cross Hospital, lawsuit filed March 15, 2006.** In the matter captioned Virginia Brandt v. Holy Cross Hospital, Ct. No. 06 L 2788, Circuit Court of Cook County, Ill., the Plaintiff, Virginia Bledsoe, alleges negligence against the Hospital, Dr. Fausto Lora-Mir, its emergency room group, ERCP, its medical center, Holy Cross Family Medical Center 63<sup>rd</sup> Street and Holy Cross Family Medical Center Chicago Lawn, and other co-defendants, in connection with the treatment Ms. Brandt received at the Hospital on March 22, 2004. Ms. Brandt alleges negligence on the basis that the Hospital failed to timely diagnose and adequately treat the vascular insufficiency in her left leg, which led to an above the knee amputation to Ms. Brandt's leg. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

7. **Estate of James Bridges, Deceased v. Holy Cross Hospital, lawsuit filed October 5, 2007.** In the matter captioned Estate of James Bridges, Deceased v. Holy Cross Hospital, Ct. No. 07 L 10537, Circuit Court of Cook County, Ill., the Plaintiff, Gladys Bridges, Administrator of the Estate of James Bridges, alleges negligence against the Hospital and Dr. Frederick in connection with the treatment James Bridges received at the Hospital on September 30, 2005. Plaintiff alleges that the Hospital negligently failed to recognize Mr. Bridges' risk factors for developing pneumonia and septic infection, thereby failing to prevent his physical decline and death. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program. As of August 16, 2010, the litigation has been settled in the amount of \$75,000, which will be paid by Chicago Hospital Risk Pooling Program to the Estate of James Bridges.

8. **Erma Brunt v. Holy Cross Hospital, lawsuit filed October 7, 2008.** In the matter captioned Erma Brunt v. Holy Cross Hospital, Ct. No. 08 L 10939, Circuit Court of Cook County, Ill., the Plaintiff, Erma Brunt, alleges negligence against the Hospital, in connection with Ms. Brunt's visit to the Hospital on August 17, 2007. Ms. Brunt alleges negligence on the basis that the Hospital failed to clean up water that dripped from a food cart and caused Ms. Brunt to slip and fall. Ms. Brunt was examined at the Hospital's emergency room and released with discharge instructions and a prescription for pain medication. Ms. Brunt claims to experience transient pain in both her right knee and left shoulder as a result of the slip and fall. To date, Ms. Brunt claims \$10,037 in medical bills for treatment authorized by Dr. Labanauskas. The Hospital is being defended by outside counsel retained by the Hospital's general liability insurance carrier, Chicago Hospital Risk Pooling Program.

9. **Bert P. Castillo v. Holy Cross Hospital, lawsuit filed November 13, 2009.** In the matter captioned Bert P. Castillo v. Holy Cross Hospital, Ct. No. 09 L 13532, Circuit Court of

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Proceedings and Claims

Cook County, Ill., the Plaintiff, Bert P. Castillo, alleges negligence against the Hospital and Dr. Ralph Jackson in connection with Mr. Castillo's treatment at the Hospital on November 15, 2007. Mr. Castillo alleges negligence on the basis that Dr. Jackson misdiagnosed Mr. Castillo's appendicitis, which resulted in his hospitalization until November 23, 2007. To date, Mr. Castillo claims \$5,280 in lost income and \$30,186.20 in medical bills. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

10. **Estate of Lorrean Cherry v. Holy Cross Hospital, lawsuit filed December 31, 2009.** In the matter captioned Estate of Lorrean Cherry v. Holy Cross Hospital, Ct. No. 09 L 15967, Circuit Court of Cook County, Ill., the Plaintiff, Linda Cherry, Special Administrator of the Estate of Lorrean Cherry, Deceased, alleges negligence against the Hospital and co-defendants in connection with the treatment Lorrean Cherry received in the Hospital's emergency room on August 6, 2007 and December 6, 2007. On August 6, 2007, Mr. Cherry presented to the Hospital's emergency room after suffering a seizure. Mr. Cherry was evaluated, and when he was stable, he was discharged with the diagnosis of Syncopal convulsion episode. On December 6, 2007, Mr. Cherry presented to the Hospital's emergency room after reportedly having a seizure. Mr. Cherry was discharged with discharge instructions and a prescription for Dilantin. Mr. Cherry died on January 1, 2008 due to dilated cardiomyopathy. Plaintiff alleges negligence on the basis that the Hospital failed to properly monitor and manage Mr. Cherry's cardiac condition, which resulted in his injury and death. An order was entered by the court on July 12, 2010 granting Plaintiff's motion to voluntarily dismiss the case, without prejudice. Plaintiff has one year to re-file the action. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

11. **Terry Collins v. Holy Cross Hospital, lawsuit filed May 12, 2010.** In the matter captioned Terry Collins v. Holy Cross Hospital, Ct. No. 10 L 5585, Circuit Court of Cook County, Ill., the Plaintiff, Terry Collins, alleges negligence against the Hospital in connection with his stay at the Hospital on March 1, 2010. Mr. Collins alleges that the Hospital's security guard, Ramon Rentas, used a night stick to injure Mr. Collins' arm and fractured his elbow as a result. The Hospital is being defended by outside counsel retained by the Hospital's general liability insurance carrier, Chicago Hospital Risk Pooling Program.

12. **Coney, Arthur v. Holy Cross Hospital, lien filed February 24, 2009.** Arthur Coney alleges negligence against the Hospital in connection with Mr. Coney's treatment in the Hospital's emergency room on September 30, 2008. Mr. Coney alleges negligence on the basis that the Hospital failed to monitor his IV line for infiltration, which resulted in the burning and a half dollar sized blister scar on his left forearm. There has been a settlement demand in the amount of \$125,000. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

13. **Gloria Crawford v. Holy Cross Hospital, lawsuit filed December 5, 2008.** In the matter captioned Gloria Crawford v. Holy Cross Hospital, Ct. No. 08 L 7753, Circuit Court of Cook County, Ill., the Plaintiff, Gloria Crawford, alleges negligence against the Hospital and one of its doctors, Dr. Bernard, in connection with Ms. Crawford's treatment at the Hospital on February 28, 2006. On February 13, 2006, Ms. Crawford presented to Dr. Bernard's office with

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Proceedings and Claims

pain in the outer area of her right breast. Ms. Crawford alleges negligence on the basis that the Hospital failed to identify an infiltrating lobular carcinoma in her left breast. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

14. **Estate of Martin W.G. Davis, Deceased v Holy Cross Hospital, lawsuit filed April 1, 2003.** In the matter captioned Estate of Martin W.G. Davis, Deceased v. Holy Cross Hospital, Ct. No. 02 L 3997, Circuit Court of Cook County, Ill., the Plaintiffs, Martin W. Davis and Sandra Davis, both Individually and as Special Administrators of the Estate of Martin W.G. Davis, Deceased, allege negligence against Hospital and co-defendants in connection with the treatment Lorrean Cherry received in the Hospital's emergency room on April 3, 2001. Martin W.G. Davis was treated by co-defendants, Dr. Jacob and Dr. Adams, while in the Hospital's emergency room. Mr. Davis received a CT scan and Dr. Jacob began surgery to repair Mr. Davis' ruptured spleen. Mr. Davis died during surgery. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program. An order was entered by the court on April 7, 2010 denying plaintiff's motion to reconsider entry of summary judgment on behalf of the Hospital. Plaintiffs filed an appeal with the Illinois Appellate Court on July 1, 2010.

15. **Estate of Dynasty Dupree, Deceased v. Holy Cross Hospital, lawsuit filed February 9, 2009.** In the matter captioned Estate of Dynasty Dupree, Deceased v. Holy Cross Hospital, Ct. No. 08 L 8146, Circuit Court of Cook County, Ill., the Plaintiff, Robyn Matthews, as the Administrator of the Estate of Dynasty Dupree, Deceased, alleges negligence against the Hospital in connection with the treatment Dynasty Dupree received at the Hospital on June 4, 2008. Dynasty Dupree was born at the Hospital on June 4, 2008 and was discharged with her mother, Robyn Matthews, on June 7, 2008. On June 20, 2008, Dynasty Dupree arrived at the Hospital's emergency room where she was diagnosed with an imperforate anus. Plaintiff alleges negligence on the basis that the Hospital's doctors and nurses failed to diagnose Dynasty Dupree's imperforate anus when she was born at the Hospital. She was transferred to the University of Chicago and later died. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

16. **Estate of Chante Edwards, Deceased v. Holy Cross Hospital, lawsuit filed March 11, 2009.** In the matter captioned Estate of Chante Edwards, Deceased v. Holy Cross Hospital, Ct. No. 09 L 2963, Circuit Court of Cook County, Ill., the Plaintiff, Pamela Robinson, as Administrator of the Estate of Chante Edwards, Deceased, alleges negligence against the Hospital in connection with the treatment Chante Edwards received at the Hospital from April 19, 2008 to April 25, 2008. Chante Edwards was admitted to the Hospital to deliver her child. While waiting to transfer Ms. Edwards to recovery, she became bradycardic and arrested. Ms. Edwards was transferred to the intensive care unit and pronounced brain dead on April 25, 2008. Plaintiff alleges negligence on the basis that the Hospital's doctors failed to properly perform a c-section on Ms. Edwards. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

17. **Stephen Glass v. Holy Cross Hospital, lawsuit filed April 8, 2010.** In the matter captioned Stephen Glass v. Holy Cross Hospital, Ct. No. 10 L 4198, Circuit Court of Cook

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Proceedings and Claims

County, Ill., the Plaintiff, Stephen Glass, seeks damages for personal injuries sustained while admitted at the Hospital on February 9, 2009. Mr. Glass was admitted to the Hospital on February 7, 2009 with complaints of abdominal pain related to his diverticulitis. Mr. Glass alleges that he suffered an injury to his shoulder when the Hospital's security guard restrained him. The Hospital is being defended by outside counsel retained by the Hospital's general liability insurance carrier, Chicago Hospital Risk Pooling Program.

18. **Estate of Alice Gomez, Deceased v. Holy Cross Hospital, lawsuit filed June 3, 2010.** In the matter captioned Estate of Alice Gomez, Deceased v. Holy Cross Hospital, Ct. No. 10 L 6463, Circuit Court of Cook County, Ill., the Plaintiff, Joseph Gomez, individually and as Independent Administrator of the Estate of Alice Gomez, Deceased, alleges negligence against the Hospital in connection with the treatment Alice Gomez received at the Hospital from June 2, 2008 to June 6, 2008. Alice Gomez was admitted to Hospital on June 2, 2008 from International Nursing Rehab Center, LLC, a co-defendant. Ms. Gomez presented to the Hospital with coffee ground emesis, leukocytosis, sacral decubitus ulcers, elevated INR, early stage sepsis, anemia, dehydration, and hypokalemia. Ms. Gomez was treated for her conditions, but her condition continued to decline, and she died on June 6, 2008. Plaintiff alleges negligence on the basis that the Hospital failed to properly treat Ms. Gomez's infection, failed to remove her distended colon and impacted feces, failed to evaluate and treat her poor nutritional status, and failed to properly evaluate and treat her decubitus ulcers. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

19. **Hall, Emlic v. Holy Cross Hospital, lien filed August 9, 2010.** Emlic Hall seeks damages for personal injuries sustained when she fell in the Hospital's intensive care unit and fractured her arm. The Hospital is being defended by outside counsel retained by the Hospital's general liability insurance carrier, Chicago Hospital Risk Pooling Program.

20. **Estate of Elaine Henery, Deceased v. Holy Cross Hospital, lawsuit filed July 18, 2008.** In the matter captioned Estate of Elaine Henery, Deceased v. Holy Cross Hospital, Ct. No. 08 L 7809, Circuit Court of Cook County, Ill., the Plaintiff, Donna Jennings, Administrator of the Estate of Elaine Henery, Deceased, alleges negligence against Hospital and one of its doctors, Dr. Gilles, in connection with the treatment Elaine Henery received at the Hospital's emergency room on January 4, 2007. Ms. Henery presented to the Hospital's emergency room after a paracentesis that caused her to collapse. Plaintiff alleges negligence on the basis that the Hospital gave Ms. Henery digoxin while she was in a hyperkalemic state. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

21. **Estate of Carina Hernandez, Deceased v. Holy Cross Hospital, lawsuit filed June 3, 2005.** In the matter captioned Estate of Carina Hernandez, Deceased v. Holy Cross Hospital, Ct. No. 05 L 6145, Circuit Court of Cook County, Ill., the Plaintiff, Jorge Hernandez, as Special Administrator of the Estate of Carina Hernandez, Deceased, and Junio Jorge Hernandez, Deceased, alleges negligence against the Hospital and Dr. Pamela Smith for treatment Carina Hernandez received at the Hospital on May 24, 2004. Carina Hernandez presented to the Hospital's emergency room with difficulty breathing, and she was pregnant. Dr. Emile Cambry

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Proceedings and Claims

diagnosed her with shortness of breath, chest pain and abdominal pain. Ms. Hernandez was admitted to the Hospital, and Dr. Pamela Smith performed an emergency c-section. Junio Jorge Hernandez was stillborn. Post c-section, Ms. Hernandez was in distress and an exploratory laparotomy was performed. Ms. Hernandez was taken to the intensive care unit and placed on a ventilator. Thereafter, Ms. Hernandez coded and died. There has been a settlement demand of \$9,500,000. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

22. **Lakitta Hernandez v. Holy Cross Hospital, lawsuit filed August 7, 2007.** In the matter captioned Lakitta Hernandez v. Holy Cross Hospital, Ct. No. 07 L 8301, Circuit Court of Cook County, Ill., the Plaintiff, Lakitta Hernandez, alleges negligence against the Hospital in connection with Ms. Hernandez's treatment in the Hospital's emergency room on August 29, 2005. Ms. Hernandez presented to the Hospital emergency room with right leg pain and was examined by Dr. Hanna. Ms. Hernandez was discharged the next day in good condition with instructions and prescriptions for pain medications. On September 2, 2005, Ms. Hernandez underwent a right leg below-the-knee amputation. Ms. Hernandez alleges negligence on the basis that the Hospital's alleged agent, Dr. Hanna, failed to perform a full evaluation of Ms. Hernandez's right leg; failed to act upon complaints of leg pain, numbness, weakness, and cool right foot and lower leg; failed to obtain proper consults; failed to have Ms. Hernandez admitted to the hospital; and was otherwise careless and negligent. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

23. **Diane Herrera v. Holy Cross Hospital, lawsuit filed October 31, 2008.** In the matter captioned Diane Herrera v. Holy Cross Hospital, Ct. No. 07 L 8301, Circuit Court of Cook County, Ill., the Plaintiff, Diane Herrera, seeks damages for an incident that occurred while she was admitted to the Hospital. Ms. Herrera alleges that while she was awaiting surgery, a patient from the substance abuse unit entered her room and laid down on her bed next to her. The Hospital is being defended by outside counsel retained by the Hospital's general liability insurance carrier, Chicago Hospital Risk Pooling Program. A settlement has been reached by the parties, and the Hospital is awaiting an agreement from plaintiff as to the drafting of the dismissal order.

24. **Estate of Timothy Hubbard, Deceased v. Holy Cross Hospital, lawsuit filed February 20, 2010.** In the matter captioned Estate of Timothy Hubbard, Deceased v. Holy Cross Hospital, Ct. No. 10 L 1479, Circuit Court of Cook County, Ill., the Plaintiff, Lura Collins, Administrator of the Estate of Timothy Hubbard, Deceased, alleges negligence against the Hospital in connection with the treatment of Timothy Hubbard. Plaintiff alleges negligence on the basis that the Hospital's nursing staff failed to obtain a blood glucose pursuant to a physician order and failed to properly assess and monitor Mr. Hubbard, resulting in Mr. Hubbard becoming unresponsive with a severely hypoglycemic blood sugar of 30. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

25. **Berniece Hutton v. Holy Cross Hospital, lawsuit filed August 6, 2010.** In the matter captioned Berniece Hutton v. Holy Cross Hospital, Ct. No. 10 L 8246, Circuit Court of Cook

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County, Ill., the Plaintiff, Berniece Hutton, seeks damages for unfair treatment in the Hospital emergency room. Ms. Hutton arrived to the Hospital's emergency room seeking treatment for a head injury. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program. Ms. Hutton is filing pro se. All defendants have agreed to petition the Federal Court for removal of plaintiff's cause of action from state to federal court for jurisdictional reasons.

26. **Estate of Barbara Jeffery, Deceased v. Holy Cross Hospital, lawsuit filed December 5, 2008.** In the matter captioned Estate of Barbara Jeffery, Deceased v. Holy Cross Hospital, Ct. No. 08 L 11012, Circuit Court of Cook County, Ill., the Plaintiff, Tarita Stewart, as Special Administrator of the Estate of Barbara Jeffery, Deceased, alleges negligence against the Hospital in connection with the treatment of Barbara Jeffrey received on October 3, 2006. Ms. Jeffrey presented to the Hospital on October 3, 2006 for a right carotid endarterectomy to be performed by Dr. Rao. Ms. Jeffery coded during surgery and died on October 4, 2006. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

27. **Estate of Adortha Johnson, Deceased v. Holy Cross Hospital, lawsuit filed October 14, 2005.** In the matter captioned Estate of Adortha Johnson, Deceased v. Holy Cross Hospital, Ct. No. 05 L 7867, Circuit Court of Cook County, Ill., the Plaintiff, Alnora Jarret, Administrator of the Estate of Adortha Johnson, Deceased, alleges negligence against the Hospital in connection with the treatment Adortha Johnson received in the Hospital's emergency room on July 22, 2003. Mr. Johnson presented to the Hospital emergency room with a history of headache and lethargy. Dr. Adusumilli ordered a CT scan and x-rays. Mr. Johnson was diagnosed with a right subdural hematoma, a fracture of the right temporal bone, and a fracture of the left forearm. Mr. Johnson was intubated and transferred to Cook County Hospital. Mr. Johnson died on July 23, 2003. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

28. **Elbert Johnson v. Holy Cross Hospital, lawsuit filed August 7, 2008.** In the matter captioned Elbert Johnson v. Holy Cross Hospital, Ct. No. 08 L 8736, Circuit Court of Cook County, Ill., the Plaintiff, Elbert Johnson, alleges negligence against the Hospital and nurse Mary Kay Slakaitis in connection with the treatment Elbert Johnson received at the Hospital on August 10, 2006. Mr. Johnson arrived in the Hospital's emergency room following a motor vehicle accident. A CT scan with contrast was ordered. Mr. Johnson suffered compartment syndrome in his forearm when the contrast material extravasated. Mr. Johnson required a fasciotomy and a long course of follow-up care and occupational therapy. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

29. **Estate of Stephen Karpziel, Deceased v. Holy Cross Hospital, lawsuit filed September 10, 2008.** In the matter captioned Estate of Stephen Karpziel, Deceased v. Holy Cross Hospital, Ct. No. 08 L 10069, Circuit Court of Cook County, Ill., the Plaintiff, Timothy Edward Karpziel, Administrator of the Estate of Stephen Karpziel, Deceased, alleges negligence against the Hospital in connection with the treatment Stephen Karpziel received at the Hospital on January 23 and 24, 2007. On January 23, 2007, Dr. Tatoes performed an 8 ½ hour surgery for an abdominal aortic

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aneurysm. Mr. Karpziel coded during the surgery and was transferred to the intensive care unit. Mr. Karpziel died on January 24, 2007. Mr. Karpziel retained a needle from the surgery, and Dr. Tatoes did not remove it because Mr. Karpziel was unstable. Plaintiff alleges negligence on the basis that the Hospital, through its operating room staff, was negligent in failing to document communication with Dr. Tatoes regarding the missing needle and the incorrect needle count, and the staff failed to follow its own protocol for errors in needles counts. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

30. **Leroy Kelly v. Holy Cross Hospital, lawsuit filed April 22, 2009.** In the matter captioned Leroy Kelly v. Holy Cross Hospital, Ct. No. 07 L 8301, Circuit Court of Cook County, Ill., the Plaintiff, Leroy Kelly, alleges negligence against the Hospital in connection with the treatment he received at the Hospital from November 18, 2009 to December 19, 2008. Mr. Kelly alleges that he was bedridden and had limited movement and sustained the injury of bed sores due to the alleged inattention of the Hospital, its nursing staff, and others. Mr. Kelly alleges that this resulted in Stage IV pressure ulcers on his sacral area and Stage II pressure ulcers on his feet. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

31. **Kostecki, Dennis v. Holy Cross Hospital, lien filed October 13, 2009.** Dennis Kostecki seeks damages alleging he fell at the Hospital on September 13, 2009. The Hospital is being defended by outside counsel retained by the Hospital's general liability insurance carrier, Chicago Hospital Risk Pooling Program.

32. **Isiah McDaniel-Grace v. Holy Cross Hospital, lawsuit filed September 2, 2005.** In the matter captioned Isiah McDaniel-Grace v. Holy Cross Hospital, Ct. No. 05 L 9702, Circuit Court of Cook County, Ill., the Plaintiffs, Alicia McDaniel and Isiah McDaniel-Grace, allege negligence against the Hospital for treatment Isiah McDaniel-Grace received at the Hospital on September 13, 2003. On September 13, 2003, Alicia McDaniel was admitted to the Hospital by Dr. Alston for a primary c-section. The baby, Isiah McDaniel-Grace, was admitted to the special care nursery at the Hospital and then later transferred to the NICU at the University of Illinois for respiratory distress syndrome. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

33. **Teresa Peralta v. Holy Cross Hospital, lawsuit filed November 6, 2008.** In the matter captioned Teresa Peralta v. Holy Cross Hospital, Ct. No. 08 L 12327, Circuit Court of Cook County, Ill., the Plaintiff, Teresa Peralta, alleges negligence against the Hospital for treatment she received at the Hospital on November 5, 2006. Ms. Peralta was admitted to the Hospital to deliver her baby. After delivery, Ms. Peralta developed HELLP syndrome and had a seizure which resulted in a dislocated shoulder and a cerebral hemorrhage requiring surgical evacuation. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program. There has been a settlement demand of \$12,000,000. Currently, the Plaintiffs are considering a \$3,000,000 settlement offered by the Hospital.

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34. **Estate of Tyrel Duwan, Deceased v. Holy Cross Hospital, lawsuit filed October 30, 2007.** In the matter captioned Estate of Tyrel Duwan, Deceased v. Holy Cross Hospital, Ct. No. 07 L 10537, Circuit Court of Cook County, Ill., the Plaintiff, the Estate of Tyrel Duwan Pride, Deceased, alleges negligence against the Hospital in connection with the treatment Tyrel Duwan Pride received in the Hospital's emergency room on September 20, 2007. Mr. Pride presented to the Hospital's emergency room complaining of nausea and vomiting the prior nine days. On September 26, 2006, Mr. Pride presented to St. Bernard Hospital via ambulance complaining of right lower quadrant pain and nausea and vomiting for the prior three weeks. Mr. Pride died at St. Bernard Hospital, and its physicians attributed his death to overwhelming sepsis. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

35. **Reilly, Thomas v. Holy Cross Hospital, lien filed June 24, 2009.** Thomas Reilly seeks damages for personal injuries sustained when the Hospital's security guard, Beverly Freeman, allegedly pushed him. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

36. **Estate of Carlos Sharpe, Deceased v. Holy Cross Hospital, lawsuit filed June 12, 2009.** In the matter captioned Estate of Carlos Sharpe, Deceased v. Holy Cross Hospital, Ct. No. 09 L 6912, Circuit Court of Cook County, Ill., the Plaintiff, Eula Sharpe, Special Representative and Special Administrator for the Estate of Carlos Sharpe, Deceased, alleges negligence against the Hospital in connection with the treatment Carlos Sharpe received at the Hospital from March 3, 2008 to March 18, 2008. Carlos Sharpe was admitted to the Hospital for an acute cerebrovascular accident. Mr. Sharpe's cerebral edema worsened, and he suffered acute respiratory failure while at the Hospital. Mr. Sharpe was transferred to Bethany Hospital on March 18, 2008 and was later transferred to Brentwood Subacute Healthcare Center where he passed away on June 16, 2008. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

37. **Linell Sheehan v. Holy Cross Hospital, lawsuit filed January 5, 2006.** In the matter captioned Linell Sheehan v. Holy Cross Hospital, Ct. No. 06 L 0131, Circuit Court of Cook County, Ill., the Plaintiff, Linell Sheehan, alleges negligence against the Hospital in connection with the treatment she received at the Hospital on April 10, 2004. Ms. Sheehan alleges that she sustained a severe sacral decubitus ulcer that required surgery and hospitalization. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

38. **Gregory Smith v. Holy Cross Hospital, lawsuit filed December 5, 2008.** In the matter captioned Gregory Smith v. Holy Cross Hospital, Ct. No. 08 CV 6982, United States District Court for the Northern District of Illinois, the Plaintiff, Gregory Smith, alleges negligence against the Hospital in connection with the treatment Mr. Smith received in the Hospital's emergency room on December 8, 2007. Mr. Smith arrived in the Hospital's emergency room with a dislocated finger that became necrotic and necessitated amputation. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

Schedule 3.24  
Proceedings and Claims

39. **Estate of Carlos Sharpe, Deceased v. Holy Cross Hospital, lawsuit filed March 29, 2007.** In the matter captioned Estate of Carlos Sharpe, Deceased v. Holy Cross Hospital, Ct. No. 07 L 3273, Circuit Court of Cook County, Ill., the Plaintiff, Carla Miles, Special Administrator for the Estate of Jerelle Snowden, Deceased, alleges negligence against the Hospital in connection with the treatment Jerelle Snowden received in the Hospital's emergency room on February 11, 2006. Jerelle Snowden presented to the Hospital's emergency room with an earache and a limp. Ms. Snowden was discharged from the Hospital that night, but later that night, she was brought to Provident Hospital by ambulance. Ms. Snowden's condition deteriorated at Provident Hospital, and she died on February 12, 2006. An autopsy was performed by the Cook County Medical Examiner's Office, which stated that Ms. Snowden died as a result of sepsis due to necrotizing fasciitis. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

40. **Guadalupe Tamez v. Holy Cross Hospital, lawsuit filed July 8, 2009.** In the matter captioned Guadalupe Tamez v. Holy Cross Hospital, Ct. No. 09 L 7935, Circuit Court of Cook County, Ill., the Plaintiff, Guadalupe Tamez, alleges negligence against the Hospital in connection with the treatment she received at the Hospital on July 9, 2007. Ms. Tamez was admitted to the Hospital for treatment of intractable back pain. Ms. Tamez alleges negligence on the basis that the Hospital's physicians failed to diagnose or treat the transient ischemic attack Ms. Tamez suffered during her stay at the Hospital. An order was entered by the court on August 27, 2009 granting Plaintiff's motion to voluntarily non-suit the case, without prejudice. Plaintiff has one year to re-file the action. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

41. **Estate of Lillie Teague, Deceased v. Holy Cross Hospital, lawsuit filed April 6, 2009.** In the matter captioned Estate of Lillie Teague, Deceased v. Holy Cross Hospital, Ct. No. 09 L 4045, Circuit Court of Cook County, Ill., the plaintiff Anneleashen Fuller, Administrator for the Estate of Lillie Teague, Deceased, alleges negligence against Hospital and nurse Roselle Aguilera, in connection with the treatment Lillie Teague received at the Hospital on April 13, 2007. Plaintiff alleges on the basis of negligence that the Hospital's staff failed to monitor, diagnose, and treat bleeding from Ms. Teague's right femoral artery following a failed angiogram. Plaintiff alleges negligence on the basis that Nurse Aguilera failed to carry out Dr. Patham's post-operative order, failed to communicate to Drs. Patham and Field after the rapid response that Ms. Teague's level of alertness was altered, and failed to report the amount of blood loss to either Dr. Patham or Dr. Field. Plaintiff alleges that as a result Ms. Teague suffered a stroke which caused her to fall into a coma and die five months later. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

42. **Ruby Thicklin v. Holy Cross Hospital, lawsuit filed September 16, 2009.** In the matter captioned Ruby Thicklin v. Holy Cross Hospital, Ct. No. 09 L 11038, Circuit Court of Cook County, Ill., the plaintiff Ruby Thicklin seeks damages for when she allegedly fell at the Hospital on September 19, 2007. Ms. Thicklin was admitted to the Hospital on September 17, 2007 for treatment of uncontrolled diabetes. After an x-ray, it was determined that Ms. Thicklin has a non-displaced fracture neck of humerus. The Hospital is being defended by outside counsel

Schedule 3.24  
Proceedings and Claims

retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

43. **Jeffrey Thomas v. Holy Cross Hospital, lawsuit filed April 1, 2010.** In the matter captioned Jeffrey Thomas v. Holy Cross Hospital, Ct. No. 10 L 3994, Circuit Court of Cook County, Ill., the plaintiff Jeffrey Thomas alleges negligence against Hospital, Dr. Sundar Prakasam, and co-defendants in connection with the treatment he received at the Hospital beginning on April 1, 2008. Drs. Marri, Prakasam, and Andina treated Mr. Thomas at the Hospital. Mr. Thomas alleges negligence on the basis that the Hospital and co-defendants failed to diagnose MRSA and failed to properly treat MRSA once diagnosed, resulting in paralysis. An order was entered by the court on June 30, 2010 granting plaintiff's motion to voluntarily non-suit the case, without prejudice. Plaintiff has one year to re-file the action. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

44. **Birteal Whitlock v. Holy Cross Hospital, lawsuit filed August 30, 2007.** In the matter captioned Birteal Whitlock v. Holy Cross Hospital, Ct. No. 07 L 9200, Circuit Court of Cook County, Ill., the plaintiff Eddie Howard, Administrator for the Estate of Birteal Whitlock, Deceased, alleges negligence against Hospital in connection with the treatment Birteal Whitlock received at the Hospital on January 28, 2005. Plaintiff alleges negligence on the basis that the Hospital failed to treat Ms. Whitlock's bedsore, resulting in a MRSA infection. The Hospital is being defended by outside counsel retained by the Hospital's professional liability insurance carrier, Chicago Hospital Risk Pooling Program.

45. **Jeanne Zweig v. Holy Cross Hospital, lawsuit filed March 8, 2010.** In the matter captioned Jeanne Zweig v. Holy Cross Hospital, Ct. No. 10 L 3004, Circuit Court of Cook County, Ill., the plaintiff Jeanne Zweig alleges negligence against the Hospital in connection with an assault that allegedly occurred on its property on March 11, 2008. Ms. Zweig was at the Hospital to interview for a job position on the Mother/Baby Unit. Upon leaving the Hospital, Ms. Zweig was allegedly assaulted by a purse snatcher. Ms. Zweig alleges negligence on the basis that the Hospital failed to provide proper security on its premises. Ms. Zweig was examined in the Hospital's emergency room for her injuries sustained during the alleged purse snatching incident. The Hospital is being defended by outside counsel retained by the Hospital's general liability insurance carrier, Chicago Hospital Risk Pooling Program.

46. **M.B. Financial Bank v. Gustavo Guerrero, HCH, et al.,** Circuit Court of Cook County, Illinois, Case No. 2010CH-15208. This is a foreclosure action filed against Mr. Guerrero. HCH is named as a defendant since they allegedly filed a lien against Mr. Guerrero's home in 2008 in the amount of \$1,700.

47. **Williams v. The Renaissance at 87th Street, Inc., et al.,** Circuit Court of Cook County, Illinois, Case No. 2010L-8880. HCH is not named a defendant in this case, but rather is listed as a Respondent in Discovery.

Potential Lawsuits

Schedule 3.24  
Proceedings and Claims

1. **Garcia, Vincente v. Holy Cross Hospital, date of occurrence October 28, 2009.** The Estate of Vincente Garcia alleges that Vincente Garcia was not treated in the Hospital's emergency room after a long wait. Mr. Garcia died the next day.
2. **McMillan, Casey v. Holy Cross Hospital, date of occurrence August 29, 2010.** Casey McMillan, a thirty-seven (37) year old male, was found dead within twelve (12) hours of admission.
3. **Williams, Stephanie v. Holy Cross Hospital, date of occurrence June 1, 2010.** Stephanie Williams presented to the Hospital's emergency room on June 1, 2010 with a miscarriage. Ms. Williams was examined by Dr. Jobanputra, treated and discharged on June 2, 2010. Upon viewing the pathology report, Dr. Jobanputra suspected Ms. Williams had a tubal pregnancy. Dr. Jobanputra called Ms. Williams in to be examined for a possible tubal pregnancy. On June 4, 2006, Dr. Kim performed preformed surgery on Ms. Williams for a tubal pregnancy. It is possible that both of Ms. Williams fallopian tubes were cut.

Reservation of Rights

1. Letter dated April 14, 2008 from Federal Insurance Company with respect to Karen Muchowicz.
2. Letter dated June 11, 2009 regarding HCH's Excess Worker's Compensation carrier Insurance Corporation of Hanover with respect to Patricia Soraghan.

Schedule 3.25  
Tax Returns

1. Holy Cross Hospital Employer's Quarterly Federal Tax Return, Form 941 for first quarter 2007.
2. Holy Cross Hospital Employer's Quarterly Federal Tax Return, Form 941 for second quarter 2007.
3. Holy Cross Hospital Employer's Quarterly Federal Tax Return, Form 941 for third quarter 2007.
4. Holy Cross Hospital Employer's Quarterly Federal Tax Return, Form 941 for fourth quarter 2007.
5. Holy Cross Hospital Employer's Quarterly Federal Tax Return, Form 941 for first quarter 2008.
6. Holy Cross Hospital Employer's Quarterly Federal Tax Return, Form 941 for second quarter 2008.
7. Holy Cross Hospital Employer's Quarterly Federal Tax Return, Form 941 for third quarter 2008.
8. Holy Cross Hospital Employer's Quarterly Federal Tax Return, Form 941 for fourth quarter 2008.
9. Holy Cross Hospital Employer's Quarterly Federal Tax Return, Form 941 for first quarter 2009.
10. Holy Cross Hospital Employer's Quarterly Federal Tax Return, Form 941 for second quarter 2009.
11. Holy Cross Hospital Employer's Quarterly Federal Tax Return, Form 941 for third quarter 2009.
12. Holy Cross Hospital Employer's Quarterly Federal Tax Return, Form 941 for fourth quarter 2009.
13. Holy Cross Hospital Employer's Quarterly Federal Tax Return, Form 941 for first quarter 2010.
14. Holy Cross Hospital Employer's Quarterly Federal Tax Return, Form 941 for second quarter 2010.
15. U.S. Corporation Income Tax Return Form 1120 for period commencing July 1, 2006 and ending June 30, 2007 for Holy Cross Health Partners, Inc.

Schedule 3.25  
Tax Returns

16. U.S. Corporation Income Tax Return Form 1120 for period commencing July 1, 2007 and ending June 30, 2008 for Holy Cross Health Partners, Inc.
17. U.S. Corporation Income Tax Return Form 1120 for period commencing July 1, 2008 and ending June 30, 2009 for Holy Cross Health Partners, Inc.
18. Return of Organization Exempt from Income Tax Form 990 for period commencing July 1, 2006 and ending June 30, 2007 for Holy Cross Hospital.
19. Return of Organization Exempt from Income Tax Form 990 for period commencing July 1, 2007 and ending June 30, 2008 for Holy Cross Hospital.
20. Return of Organization Exempt from Income Tax Form 990 for period commencing July 1, 2008 and ending June 30, 2009 for Holy Cross Hospital.
21. Annual Non Profit Hospital Community Benefits Plan Report for the Illinois Attorney General for period commencing July 1, 2006 and ending June 30, 2007 for Holy Cross Hospital.
22. Annual Non Profit Hospital Community Benefits Plan Report for the Illinois Attorney General for period commencing July 1, 2007 and ending June 30, 2008 for Holy Cross Hospital.
23. Annual Non Profit Hospital Community Benefits Plan Report for the Illinois Attorney General for period commencing July 1, 2008 and ending June 30, 2009 for Holy Cross Hospital.

Schedule 3.27  
Special Funds

1. Received \$725,783.00 in June 2010 from Community Maternal Health Care Program to be used over three years.
2. Received \$783.89 on May 6, 2010 from University of Chicago Medical Center.
3. IDPH Grant - funds \$0 by Effective Date of Agreement.

Schedule 3.30  
10 Largest Non-Governmental Payors

1. Blue Cross PPO
2. HMO Illinois BC
3. Blue Advantage
4. United Healthcare of Illinois
5. Workers Compensation
6. Aeina
7. Unicare
8. Blue Cross of Illinois
9. Wellcare Medi
10. Healthspring Medi

Schedule 3.31  
Facility Locations

Archer Building, Medical Office Building  
6084 South Archer  
Chicago, Illinois 60638

Southwest Youth Community  
6400 South Kedzie  
Chicago, Illinois 60629

Hospital Main Building & Surrounding Areas  
2701 West 68<sup>th</sup> Street, Chicago, IL 60629  
Hospital Basement  
Parking Garage, 2737 W. 69th Street  
Service Building  
New Emergency Department

Purchasing Department  
Three Stories Building  
2741 West 69th Street  
Chicago, IL 60629

Schedule 5.22  
Restricted Assets

None.

Schedule 5.29  
Tail Coverage

Seller shall purchase "tail end" insurance with an annual term and limits as follows: \$4 million per claim and \$12 million in the annual aggregate, with two excess insurance policies, each with limits of \$10 million per claim and \$10 million in the annual aggregate.

Schedule 7.03(a)  
Governmental Permits

[To be completed]

Schedule 7.03(d)  
Assumed Contract Consents

[To be completed]

