

12-036

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

RECEIVED

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

APR 17 2012

Facility/Project Identification

HEALTH FACILITIES &
SERVICES REVIEW BOARD

Facility Name: The Healthcare Center at Monarch Landing		
Street Address: 2255 Monarch Drive		
City and Zip Code: Naperville 60563		
County: DuPage	Health Service Area 7C	Health Planning Area: 7C

Applicant /Co-Applicant Identification

[Provide for each co-applicant [refer to Part 1130.220].]

Exact Legal Name: Naperville Senior Care, LLC	
Address: 2255 Monarch Drive, Naperville, Illinois 60563	
Name of Registered Agent: C T Corporation System	
Name of Chief Executive Officer: David Reis	
CEO Address: 500 Mamaroneck Avenue, Harrison, New York 10528	
Telephone Number: 203.222.6262	

Type of Ownership of Applicant/Co-Applicant

☐ Non-profit Corporation	☐ Partnership	
☐ For-profit Corporation	☐ Governmental	
☒ Limited Liability Company	☐ Sole Proprietorship	☐ Other
- Corporations and limited liability companies must provide an Illinois certificate of good standing. - Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.		
APPEND DOCUMENTATION AS ATTACHMENT-1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.		

Primary Contact

[Person to receive all correspondence or inquiries during the review period]

Name: Ed Clancy
Title: Attorney
Company Name: Ungaretti & Harris LLP
Address: 70 West Madison, Suite 3500, Chicago, Illinois 60602
Telephone Number: 312.977.4487
E-mail Address: eclancy@uhlalaw.com
Fax Number: 312.977.4405

Additional Contact

[Person who is also authorized to discuss the application for permit]

Name: Shawn Moon
Title: Attorney
Company Name: Ungaretti & Harris LLP
Address: 70 West Madison, Suite 3500, Chicago, Illinois 60602
Telephone Number: 312.977.4342
E-mail Address: skmoon@uhlalaw.com
Fax Number: 312.977.4405

Co-Applicant Identification

[Provide for each co-applicant [refer to Part 1130.220].

Exact Legal Name: Naperville Holdings, LLC
Address: 2255 Monarch Drive, Naperville, Illinois 60563
Name of Registered Agent: C T Corporation System
Name of Chief Executive Officer: David Reis
CEO Address: 500 Mamaroneck Avenue, Harrison, New York 10528
Telephone Number: 203.222.6262

Type of Ownership of Applicant/Co-Applicant

☐ Non-profit Corporation	☐ Partnership
☐ For-profit Corporation	☐ Governmental
☒ Limited Liability Company	☐ Sole Proprietorship
☐ Other	

☐ Corporations and limited liability companies must provide an Illinois certificate of good standing.

☐ Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.

APPEND DOCUMENTATION AS ATTACHMENT-1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Co-Applicant Identification

[Provide for each co-applicant [refer to Part 1130.220].

Exact Legal Name: Fundamental Partners LP
Address: 2211 Broadway 9A, New York, New York 10024
Name of Registered Agent: Corporation Service Company
Name of Chief Executive Officer: Laurence Gottlieb
CEO Address: 2211 Broadway 9A, New York, New York 10024
Telephone Number: 212.205.5000

Type of Ownership of Applicant/Co-Applicant

☐ Non-profit Corporation	☐ Partnership
☐ For-profit Corporation	☐ Governmental
☐ Limited Liability Company	☐ Sole Proprietorship
☒ Other*	

*Delaware Limited Partnership (Certificate of Good Standing is included in Attachment 1)

- o Corporations and limited liability companies must provide an Illinois certificate of good standing.
- o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.

APPEND DOCUMENTATION AS ATTACHMENT-1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Post Permit Contact

[Person to receive all correspondence subsequent to permit issuance-THIS PERSON MUST BE EMPLOYED BY THE LICENSED HEALTH CARE FACILITY AS DEFINED AT 20 ILCS 3960]

Name: Patricia Luessenhop
Title: Executive Director
Company Name: Naperville Senior Care, LLC
Address: 2255 Monarch Drive, Naperville, Illinois 60563
Telephone Number: 630.300.1122
E-mail Address: PLuessenhop@MonarchLanding.net
Fax Number: 630.548.5785

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Naperville Senior Care, LLC
Address of Site Owner: 2255 Monarch Drive, Naperville, Illinois 60563
Street Address or Legal Description of Site: Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statement, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease or a lease.
APPEND DOCUMENTATION AS ATTACHMENT-2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Operating Identity/Licensee

[Provide this information for each applicable facility, and insert after this page.]

Exact Legal Name: Naperville Senior Care, LLC	
Address: 2255 Monarch Drive, Naperville, Illinois 60563	
☐ Non-profit Corporation ☐ For-profit Corporation ☒ Limited Liability Company	☐ Partnership ☐ Governmental ☐ Sole Proprietorship
☐ Other	
- Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. - Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. - Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	
APPEND DOCUMENTATION AS ATTACHMENT-3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

Organizational Relationships

Provide (for each co-applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.

APPEND DOCUMENTATION AS ATTACHMENT-4, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Flood Plain Requirements

[Refer to application instructions.]

Provide documentation that the project complies with the requirements of Illinois Executive Order #2005-5 pertaining to construction activities in special flood hazard areas. As part of the flood plain requirements please provide a map of the proposed project location showing any identified floodplain areas. Floodplain maps can be printed at www.FEMA.gov or www.illinoisfloodmaps.org. This map must be in a readable format. In addition please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2005-5 (<http://www.hfsrb.illinois.gov>).

APPEND DOCUMENTATION AS ATTACHMENT-5, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Historic Resources Preservation Act Requirements

[Refer to application instructions.]

Provide documentation regarding compliance with the requirements of the Historic Resources Preservation Act.

APPEND DOCUMENTATION AS ATTACHMENT-6, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

DESCRIPTION OF PROJECT**1. Project Classification**

[Check those applicable - refer to Part 1110.40 and Part 1120.20(b)]

Part 1110 Classification:

- ☒ Substantive
☐ Non-substantive

Part 1120 Applicability or Classification:
[Check one only.]

- ☐ Part 1120 Not Applicable
☐ Category A Project
☒ Category B Project
☐ DHS or DVA Project

2. Narrative Description

Provide in the space below, a brief narrative description of the project. Explain **WHAT** is to be done in **State Board defined terms**, **NOT WHY** it is being done. If the project site does **NOT** have a street address, include a legal description of the site. Include the rationale regarding the project's classification as substantive or non-substantive.

Naperville Senior Care, LLC ("Applicant") owns and operates Monarch Landing ("Monarch Landing"), an independent living facility located at 2255 Monarch Drive, Naperville, Illinois 60563. Applicant is proposing to establish the Healthcare Center at Monarch Landing (the "Healthcare Center"), a combined assisted living and skilled nursing facility offering medical services to both residents of Monarch Landing and residents from outside the Monarch Landing community. The Healthcare Center will be located on the Monarch Landing campus. It is comprised of a three-story skilled nursing facility, a single-story assisted living facility and a town center. The skilled nursing and assisted living facilities will be connected by the centrally located town center (the "Town Center"). The Town Center will house certain support and community services that will be shared by the assisted living and skilled nursing facilities. Applicant seeks approval from the Illinois Health Facilities and Services Review Board (the "Board") to establish the ninety-six (96) bed skilled nursing component of the Healthcare Center (the "Project") in a three-story skilled nursing facility to be built on the Monarch Landing campus.

The Illinois Department of Public Health ("IDPH"), in its Update to Inventory of Long-Term Care Services, dated March 16, 2012, identifies a need for eight-hundred and ninety-nine (899) additional long-term care beds in Health Planning Area 7C. The Project will help alleviate this need for additional long-term care beds by making ninety-six (96) skilled nursing beds available for the community.

This is a substantive project, as it contemplates the establishment of a health care facility. The Project is further classified a Category B project because the total project costs exceed two-million dollars (\$2,000,000).

Project Costs and Sources of Funds

Complete the following table listing all costs (refer to Part 1120.110) associated with the project. When a project or any component of a project is to be accomplished by lease, donation, gift, or other means, the fair market or dollar value (refer to Part 1130.140) of the component must be included in the estimated project cost. If the project contains non-reviewable components that are not related to the provision of health care, complete the second column of the table below. Note, the use and sources of funds must equal.

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs	\$302,713	\$163,777	\$466,491
Site Survey and Soil Investigation	\$12,070	\$6,530	\$18,600
Site Preparation			
Off Site Work			
New Construction Contracts	\$9,356,597	\$5,062,208	\$14,418,805
Modernization Contracts			
Contingencies	\$482,797	\$261,208	\$744,004
Architectural/Engineering Fees	\$694,261	375,617	\$1,069,878
Consulting and Other Fees	\$811,098	\$438,829	\$1,249,927
Movable or Other Equipment (not in construction contracts)	\$1,375,970	\$744,442	\$2,120,412
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)	\$716,816	\$387,820	\$1,104,635
Fair Market Value of Leased Space or Equipment			
Other Costs To Be Capitalized	\$2,098,608	\$1,135,412	\$3,234,019
Acquisition of Building or Other Property (excluding land)			
TOTAL USES OF FUNDS	\$15,850,930	\$8,575,843	\$24,426,773
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	\$4,689,500	\$2,537,164	\$7,226,664
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages	\$11,161,430	\$6,038,679	\$17,200,109
Leases (fair market value)			
Governmental Appropriations			
Grants			
Other Funds and Sources			
TOTAL SOURCES OF FUNDS	\$15,850,930	\$8,575,843	\$24,426,773
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT-7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

Related Project Costs

Provide the following information, as applicable, with respect to any land related to the project that will be or has been acquired during the last two calendar years:

Land acquisition is related to project	☒ Yes	☐ No
Purchase Price: \$		
Fair Market Value: \$	787,786	
The project involves the establishment of a new facility or a new category of service		
☒ Yes ☐ No		
If yes, provide the dollar amount of all non-capitalized operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100.		
Estimated start-up costs and operating deficit cost is \$ (1,943,000)		

Project Status and Completion Schedules

Indicate the stage of the project's architectural drawings:	
☐ None or not applicable	☒ Preliminary
☐ Schematics	☐ Final Working
Anticipated project completion date (refer to Part 1130.140): March 1, 2014	
Indicate the following with respect to project expenditures or to obligation (refer to Part 1130.140):	
☐ Purchase orders, leases or contracts pertaining to the project have been executed.	
☐ Project obligation is contingent upon permit issuance. Provide a copy of the contingent "certification of obligation" document, highlighting any language related to CON Contingencies	
☒ Project obligation will occur after permit issuance.	
APPEND DOCUMENTATION AS ATTACHMENT-8, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

State Agency Submittals

Are the following submittals up to date as applicable:	
N/A	☐ Cancer Registry
N/A	☐ APORS
N/A	☐ All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
N/A	☐ All reports regarding outstanding permits
Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.	

Cost Space Requirements

Provide in the following format, the department/area DGSF or the building/area BGSF and cost. The type of gross square footage, either DGSF or BGSF, must be identified. The sum of the department costs **MUST** equal the total estimated project costs. Indicate if any space is being reallocated for a different purpose. Include outside wall measurements plus the department's or area's portion of the surrounding circulation space. **Explain the use of any vacated space.**

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
REVIEWABLE							
Medical Surgical							
Intensive Care							
Diagnostic Radiology							
MRI							
Total Clinical							
NON REVIEWABLE							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL							
APPEND DOCUMENTATION AS <u>ATTACHMENT-9</u> , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.							

Facility Bed Capacity and Utilization

Not Applicable - Applicant does not currently operate any skilled nursing beds

Complete the following chart, as applicable. Complete a separate chart for each facility that is a part of the project and insert following this page. Provide the existing bed capacity and utilization data for the latest Calendar Year for which the data are available. Include observation days in the patient day totals for each bed service. Any bed capacity discrepancy from the Inventory will result in the application being deemed incomplete.

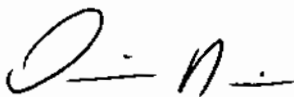
FACILITY NAME:		CITY:			
REPORTING PERIOD DATES:					
		From:		to:	
Category of Service	Authorized Beds	Admissions	Patient Days	Bed Changes	Proposed Beds
Medical/Surgical					
Obstetrics					
Pediatrics					
Intensive Care					
Comprehensive Physical Rehabilitation					
Acute/Chronic Mental Illness					
Neonatal Intensive Care					
General Long Term Care					
Specialized Long Term Care					
Long Term Acute Care					
Other ((identify))					
TOTALS:					

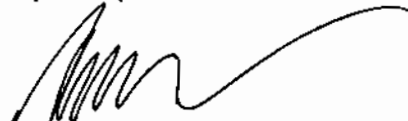
CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) are:

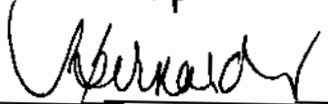
- o in the case of a corporation, any two of its officers or members of its Board of Directors;
- o in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- o in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- o in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- o in the case of a sole proprietor, the individual that is the proprietor.

This Application for Permit is filed on the behalf of Naperville Senior Care, LLC *
 in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.


 SIGNATURE
David Reis
 PRINTED NAME
Managing Member of Senior Care Development, LLC Manager
 PRINTED TITLE


 SIGNATURE
Brett Mehlman
 PRINTED NAME
Authorized Officer
 PRINTED TITLE

Notarization:
 Subscribed and sworn to before me
 this 9th day of April 2012

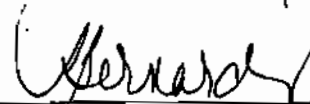

 Signature of Notary

Seal

TERESA BERNARDI
 Notary Public, State of New York
 No. 01BE6187450
 Qualified in Westchester County
 Commission Expires May 19, 2012

*Insert EXACT legal name of the applicant

Notarization:
 Subscribed and sworn to before me
 this 9th day of April 2012


 Signature of Notary

Seal

TERESA BERNARDI
 Notary Public, State of New York
 No. 01BE6187450
 Qualified in Westchester County
 Commission Expires May 19, 2012

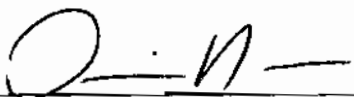
CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) are:

- o in the case of a corporation, any two of its officers or members of its Board of Directors;
- o in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- o in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- o in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- o in the case of a sole proprietor, the individual that is the proprietor.

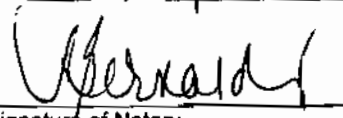
This Application for Permit is filed on the behalf of Naperville Holdings, LLC

In accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.


 SIGNATURE
David Reis
 PRINTED NAME
Managing member of Seniorcare
Development, LLC, Manager
 PRINTED TITLE


 SIGNATURE
Brett Mehlman
 PRINTED NAME
Authorized Officer
 PRINTED TITLE

Notarization:
 Subscribed and sworn to before me
 this 9th day of April 2012

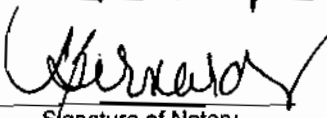

 Signature of Notary

Seal

TERESA BERNARDI
 Notary Public, State of New York
 No. 01BE6187450
 Qualified in Westchester County
 Commission Expires May 19, 2012

*Insert EXACT legal name of the applicant

Notarization:
 Subscribed and sworn to before me
 this 9th day of April 2012


 Signature of Notary

Seal

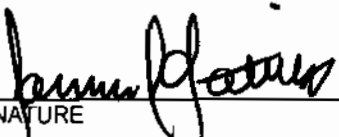
TERESA BERNARDI
 Notary Public, State of New York
 No. 01BE6187450
 Qualified in Westchester County
 Commission Expires May 19, 2012

CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) are:

- in the case of a corporation, any two of its officers or members of its Board of Directors;
- in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- in the case of a sole proprietor, the individual that is the proprietor.

This Application for Permit is filed on the behalf of Fundamental Partners LP *
 in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.


 SIGNATURE
Laurence L. Gottlieb
 PRINTED NAME
Chairman and CEO
 PRINTED TITLE

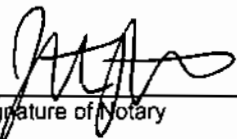
 SIGNATURE

 PRINTED NAME

 PRINTED TITLE

Notarization:
 Subscribed and sworn to before me
 this 9th day of APRIL, 2012

Notarization:
 Subscribed and sworn to before me
 this ____ day of _____


 Signature of Notary
 Seal

 Signature of Notary
 Seal

*Insert EXACT legal name of the applicant

JUSTIN M. VINCI
 Notary Public, State of New York
 No. 01VI6207179
 Qualified in New York County
 Commission Expires June 08, 2013

CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) are:

- o in the case of a corporation, any two of its officers or members of its Board of Directors;
- o in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- o in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- o in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- o in the case of a sole proprietor, the individual that is the proprietor.

This Application for Permit is filed on the behalf of Fundamental Partners LP *
in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

PRINTED TITLE

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this ____ day of ____

Notarization:

Subscribed and sworn to before me
this 3rd day of April

Signature of Notary

Signature of Notary

Seal

Seal

*Insert EXACT legal name of the applicant

My Commission Expires
May 31, 2015

SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS

This Section is applicable to all projects except those that are solely for discontinuation with no project costs.

Criterion 1110.230 – Background, Purpose of the Project, and Alternatives

READ THE REVIEW CRITERION and provide the following required information:

BACKGROUND OF APPLICANT

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.
2. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant during the three years prior to the filing of the application.
3. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to: official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**
4. If, during a given calendar year, an applicant submits more than one application for permit, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest the information has been previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

APPEND DOCUMENTATION AS ATTACHMENT-11, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-4) MUST BE IDENTIFIED IN ATTACHMENT 11.

PURPOSE OF PROJECT

1. Document that the project will provide health services that improve the health care or well-being of the market area population to be served.
2. Define the planning area or market area, or other, per the applicant's definition.
3. Identify the existing problems or issues that need to be addressed, as applicable and appropriate for the project. [See 1110.230(b) for examples of documentation.]
4. Cite the sources of the information provided as documentation.
5. Detail how the project will address or improve the previously referenced issues, as well as the population's health status and well-being.
6. Provide goals with quantified and measurable objectives, with specific timeframes that relate to achieving the stated goals **as appropriate.**

For projects involving modernization, describe the conditions being upgraded if any. For facility projects, include statements of age and condition and regulatory citations if any. For equipment being replaced, include repair and maintenance records.

NOTE: Information regarding the "Purpose of the Project" will be included in the State Agency Report.

APPEND DOCUMENTATION AS ATTACHMENT-12, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-6) MUST BE IDENTIFIED IN ATTACHMENT 12.

ALTERNATIVES

- 1) Identify **ALL** of the alternatives to the proposed project:

Alternative options **must** include:

- A) Proposing a project of greater or lesser scope and cost;
 - B) Pursuing a joint venture or similar arrangement with one or more providers or entities to meet all or a portion of the project's intended purposes; developing alternative settings to meet all or a portion of the project's intended purposes;
 - C) Utilizing other health care resources that are available to serve all or a portion of the population proposed to be served by the project; and
 - D) Provide the reasons why the chosen alternative was selected.
- 2) Documentation shall consist of a comparison of the project to alternative options. The comparison shall address issues of total costs, patient access, quality and financial benefits in both the short term (within one to three years after project completion) and long term. This may vary by project or situation. **FOR EVERY ALTERNATIVE IDENTIFIED THE TOTAL PROJECT COST AND THE REASONS WHY THE ALTERNATIVE WAS REJECTED MUST BE PROVIDED.**
- 3) The applicant shall provide empirical evidence, including quantified outcome data that verifies improved quality of care, as available.

APPEND DOCUMENTATION AS ATTACHMENT-13, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION IV - PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE**Criterion 1110.234 - Project Scope, Utilization, and Unfinished/Shell Space**

READ THE REVIEW CRITERION and provide the following information:

SIZE OF PROJECT:

1. Document that the amount of physical space proposed for the proposed project is necessary and not excessive. **This must be a narrative.**
2. If the gross square footage exceeds the BGSF/DGSF standards in Appendix B, justify the discrepancy by documenting one of the following:
 - a. Additional space is needed due to the scope of services provided, justified by clinical or operational needs, as supported by published data or studies;
 - b. The existing facility's physical configuration has constraints or impediments and requires an architectural design that results in a size exceeding the standards of Appendix B;
 - c. The project involves the conversion of existing space that results in excess square footage.

Provide a narrative for any discrepancies from the State Standard. A table must be provided in the following format with Attachment 14.

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?

APPEND DOCUMENTATION AS ATTACHMENT-14, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

PROJECT SERVICES UTILIZATION:

This criterion is applicable only to projects or portions of projects that involve services, functions or equipment for which HFSRB has established utilization standards or occupancy targets in 77 Ill. Adm. Code 1100.

Document that in the second year of operation, the annual utilization of the service or equipment shall meet or exceed the utilization standards specified in 1110.Appendix B. A narrative of the rationale that supports the projections must be provided.

A table must be provided in the following format with Attachment 15.

UTILIZATION					
	DEPT./ SERVICE	HISTORICAL UTILIZATION (PATIENT DAYS) (TREATMENTS) ETC.	PROJECTED UTILIZATION	STATE STANDARD	MET STANDARD?
YEAR 1					
YEAR 2					

APPEND DOCUMENTATION AS ATTACHMENT-15, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

I. Criterion 1110.1730 - General Long Term Care

1. Applicants proposing to establish, expand and/or modernize General Long Term Care must submit the following information:

Indicate bed capacity changes by Service:
action(s):

Indicate # of beds changed by

Category of Service	# Existing Beds	# Proposed Beds
☒ General Long Term Care	0	96

2. READ the applicable review criteria outlined below and **submit the required documentation for the criteria:**

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize	Continuum of Care- Establish or Expand	Defined Population Establish or Expand
1110.1730(b)(1) - Planning Area Need - 77 Ill. Adm. Code 1100 (formula calculation)	X				
1110.1730(b)(2) - Planning Area Need - Service to Planning Area Residents	X	X			
1110.1730(b)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	X				
1110.1730(b)(4) - Planning Area Need - Service Demand - Expansion of Existing Category of Service		X			
1110.1730(b)(5) - Planning Area Need - Service Accessibility	X				
1110.1730(c)(1) - Description of Continuum of Care				X	
1110.1730(c)(2) - Components				X	
1110.1730(c)(3) - Documentation				X	
1110.1730(d)(1) - Description of Defined Population to be Served					X
1110.1730(d)(2) - Documentation of Need					X
1110.1730(d)(3) - Documentation Related to Cited Problems			X		
1110.1730(e)(1) - Unnecessary Duplication of Services	X				
1110.1730(e)(2) - Maldistribution	X				
1110.1730(e)(3) - Impact of Project on Other Area Providers	X				
1110.1730(f)(1) - Deteriorated Facilities			X		
1110.1730(f)(2) & (3) - Documentation			X		

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize	Continuum of Care- Establish or Expand	Defined Population Establish or Expand
1110.1730(f)(4) - Utilization			X		
1110.1730(g) - Staffing Availability	X	X		X	X
1110.1730(h) - Facility Size	X	X	X	X	X
1110.1730(i) - Community Related Functions	X		X	X	X
1110.1730(j) - Zoning	X		X	X	X
1110.1730(k) - Assurances	X	X	X	X	X
APPEND DOCUMENTATION AS <u>ATTACHMENT-28</u> , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.					

The following Sections **DO NOT** need to be addressed by the applicants or co-applicants responsible for funding or guaranteeing the funding of the project if the applicant has a bond rating of A- or better from Fitch's or Standard and Poor's rating agencies, or A3 or better from Moody's (the rating shall be affirmed within the latest 18 month period prior to the submittal of the application):

- Section 1120.120 Availability of Funds – Review Criteria
- Section 1120.130 Financial Viability – Review Criteria
- Section 1120.140 Economic Feasibility – Review Criteria, subsection (a)

VIII. - 1120.120 - Availability of Funds

The applicant shall document that financial resources shall be available and be equal to or exceed the estimated total project cost plus any related project costs by providing evidence of sufficient financial resources from the following sources, as applicable: Indicate the dollar amount to be provided from the following sources:

\$7,226,664	a)	Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to:
		1) the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and
		2) interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion;
	b)	Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated time table of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.
	c)	Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;
\$17,200,109	d)	Debt – a statement of the estimated terms and conditions (including the debt time period, variable or permanent interest rates over the debt time period, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including:
		1) For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated;
		2) For revenue bonds, proof of the feasibility of securing the specified amount and interest rate;
		3) For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc.;
		4) For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment;
		5) For any option to lease, a copy of the option, including all terms and conditions.
	e)	Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent;
	f)	Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;
	g)	All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.
\$24,426,773	TOTAL FUNDS AVAILABLE	

APPEND DOCUMENTATION AS **ATTACHMENT-39**, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

IX. 1120.130 - Financial Viability

All the applicants and co-applicants shall be identified, specifying their roles in the project funding or guaranteeing the funding (sole responsibility or shared) and percentage of participation in that funding.

Financial Viability Waiver

The applicant is not required to submit financial viability ratios if:

1. All of the projects capital expenditures are completely funded through internal sources
2. The applicant's current debt financing or projected debt financing is insured or anticipated to be insured by MBIA (Municipal Bond Insurance Association Inc.) or equivalent
3. The applicant provides a third party surety bond or performance bond letter of credit from an A rated guarantor.

See Section 1120.130 Financial Waiver for information to be provided

APPEND DOCUMENTATION AS ATTACHMENT-40, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

The applicant or co-applicant that is responsible for funding or guaranteeing funding of the project shall provide viability ratios for the latest three years for which **audited financial statements are available and for the first full fiscal year at target utilization, but no more than two years following project completion.** When the applicant's facility does not have facility specific financial statements and the facility is a member of a health care system that has combined or consolidated financial statements, the system's viability ratios shall be provided. If the health care system includes one or more hospitals, the system's viability ratios shall be evaluated for conformance with the applicable hospital standards.

Provide Data for Projects Classified as:	Category A or Category B (last three years)			Category B (Projected)
Enter Historical and/or Projected Years:				
Current Ratio				
Net Margin Percentage				
Percent Debt to Total Capitalization				
Projected Debt Service Coverage				
Days Cash on Hand				
Cushion Ratio				

Provide the methodology and worksheets utilized in determining the ratios detailing the calculation and applicable line item amounts from the financial statements. Complete a separate table for each co-applicant and provide worksheets for each.

2. Variance

Applicants not in compliance with any of the viability ratios shall document that another organization, public or private, shall assume the legal responsibility to meet the debt obligations should the applicant default.

APPEND DOCUMENTATION AS ATTACHMENT 41, IN NUMERICAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

X. 1120.140 - Economic Feasibility

This section is applicable to all projects subject to Part 1120.

A. Reasonableness of Financing Arrangements

The applicant shall document the reasonableness of financing arrangements by submitting a notarized statement signed by an authorized representative that attests to one of the following:

- 1) That the total estimated project costs and related costs will be funded in total with cash and equivalents, including investment securities, unrestricted funds, received pledge receipts and funded depreciation; or
- 2) That the total estimated project costs and related costs will be funded in total or in part by borrowing because:
 - A) A portion or all of the cash and equivalents must be retained in the balance sheet asset accounts in order to maintain a current ratio of at least 2.0 times for hospitals and 1.5 times for all other facilities; or
 - B) Borrowing is less costly than the liquidation of existing investments, and the existing investments being retained may be converted to cash or used to retire debt within a 60-day period.

B. Conditions of Debt Financing

This criterion is applicable only to projects that involve debt financing. The applicant shall document that the conditions of debt financing are reasonable by submitting a notarized statement signed by an authorized representative that attests to the following, as applicable:

- 1) That the selected form of debt financing for the project will be at the lowest net cost available;
- 2) That the selected form of debt financing will not be at the lowest net cost available, but is more advantageous due to such terms as prepayment privileges, no required mortgage, access to additional indebtedness, term (years), financing costs and other factors;
- 3) That the project involves (in total or in part) the leasing of equipment or facilities and that the expenses incurred with leasing a facility or equipment are less costly than constructing a new facility or purchasing new equipment.

C. Reasonableness of Project and Related Costs

Read the criterion and provide the following:

1. Identify each department or area impacted by the proposed project and provide a cost and square footage allocation for new construction and/or modernization using the following format (insert after this page).

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New	Circ.*	Gross Sq. Ft. Mod.	Circ.*	Const. \$ (A x C)	Mod. \$ (B x E)	
Contingency									
TOTALS									
* Include the percentage (%) of space for circulation									

D. Projected Operating Costs

The applicant shall provide the projected direct annual operating costs (in current dollars per equivalent patient day or unit of service) for the first full fiscal year at target utilization but no more than two years following project completion. Direct cost means the fully allocated costs of salaries, benefits and supplies for the service.

E. Total Effect of the Project on Capital Costs

The applicant shall provide the total projected annual capital costs (in current dollars per equivalent patient day) for the first full fiscal year at target utilization but no more than two years following project completion.

APPEND DOCUMENTATION AS ATTACHMENT 42, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

XI. Safety Net Impact Statement Not Applicable to Skilled Nursing Facilities per 20 ILCS 3960/5.4

SAFETY NET IMPACT STATEMENT that describes all of the following must be submitted for **ALL SUBSTANTIVE AND DISCONTINUATION PROJECTS**:

1. The project's material impact, if any, on essential safety net services in the community, to the extent that it is feasible for an applicant to have such knowledge.
2. The project's impact on the ability of another provider or health care system to cross-subsidize safety net services, if reasonably known to the applicant.
3. How the discontinuation of a facility or service might impact the remaining safety net providers in a given community, if reasonably known by the applicant.

Safety Net Impact Statements shall also include all of the following:

1. For the 3 fiscal years prior to the application, a certification describing the amount of charity care provided by the applicant. The amount calculated by hospital applicants shall be in accordance with the reporting requirements for charity care reporting in the Illinois Community Benefits Act. Non-hospital applicants shall report charity care, at cost, in accordance with an appropriate methodology specified by the Board.
2. For the 3 fiscal years prior to the application, a certification of the amount of care provided to Medicaid patients. Hospital and non-hospital applicants shall provide Medicaid information in a manner consistent with the information reported each year to the Illinois Department of Public Health regarding "Inpatients and Outpatients Served by Payor Source" and "Inpatient and Outpatient Net Revenue by Payor Source" as required by the Board under Section 13 of this Act and published in the Annual Hospital Profile.
3. Any information the applicant believes is directly relevant to safety net services, including information regarding teaching, research, and any other service.

A table in the following format must be provided as part of Attachment 43.

Safety Net Information per PA 96-0031			
CHARITY CARE			
Charity (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
Total			
Charity (cost in dollars)			
Inpatient			
Outpatient			
Total			
MEDICAID			
Medicaid (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
Total			

Medicaid revenue			
Inpatient			
Outpatient			
Total			

APPEND DOCUMENTATION AS ATTACHMENT-43, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

XII. Charity Care Information

Charity Care information **MUST** be furnished for **ALL** projects.

1. All applicants and co-applicants shall indicate the amount of charity care for the latest three audited fiscal years, the cost of charity care and the ratio of that charity care cost to net patient revenue.
2. If the applicant owns or operates one or more facilities, the reporting shall be for each individual facility located in Illinois. If charity care costs are reported on a consolidated basis, the applicant shall provide documentation as to the cost of charity care; the ratio of that charity care to the net patient revenue for the consolidated financial statement; the allocation of charity care costs; and the ratio of charity care cost to net patient revenue for the facility under review.
3. If the applicant is not an existing facility, it shall submit the facility's projected patient mix by payer source, anticipated charity care expense and projected ratio of charity care to net patient revenue by the end of its second year of operation.

Charity care" means care provided by a health care facility for which the provider does not expect to receive payment from the patient or a third-party payer. (20 ILCS 3960/3) Charity Care must be provided at cost.

A table in the following format must be provided for all facilities as part of Attachment 44.

CHARITY CARE			
	Year	Year	Year
Net Patient Revenue			
Amount of Charity Care (charges)			
Cost of Charity Care			

APPEND DOCUMENTATION AS ATTACHMENT-44, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

After paginating the entire, completed application, indicate in the chart below, the page numbers for the attachments included as part of the project's application for permit:

INDEX OF ATTACHMENTS		
ATTACHMENT NO.		PAGES
1	Applicant/Coapplicant Identification including Certificate of Good Standing	26-29
2	Site Ownership	30-117
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	118-119
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	120
5	Flood Plain Requirements	121-122
6	Historic Preservation Act Requirements	123-124
7	Project and Sources of Funds Itemization	125-126
8	Obligation Document if required	127
9	Cost Space Requirements	128-129
10	Discontinuation	N/A
11	Background of the Applicant	130
12	Purpose of the Project	131-132
13	Alternatives to the Project	133-135
14	Size of the Project	136
15	Project Service Utilization	137
16	Unfinished or Shell Space	N/A
17	Assurances for Unfinished/Shell Space	N/A
18	Master Design Project	N/A
19	Mergers, Consolidations and Acquisitions	N/A
	Service Specific:	
20	Medical Surgical Pediatrics, Obstetrics, ICU	N/A
21	Comprehensive Physical Rehabilitation	N/A
22	Acute Mental Illness	N/A
23	Neonatal Intensive Care	N/A
24	Open Heart Surgery	N/A
25	Cardiac Catheterization	N/A
26	In-Center Hemodialysis	N/A
27	Non-Hospital Based Ambulatory Surgery	N/A
28	General Long Term Care	138-162
29	Specialized Long Term Care	N/A
30	Selected Organ Transplantation	N/A
31	Kidney Transplantation	N/A
32	Subacute Care Hospital Model	N/A
33	Post Surgical Recovery Care Center	N/A
34	Children's Community-Based Health Care Center	N/A
35	Community-Based Residential Rehabilitation Center	N/A
36	Long Term Acute Care Hospital	N/A
37	Clinical Service Areas Other than Categories of Service	N/A
38	Freestanding Emergency Center Medical Services	N/A
	Financial and Economic Feasibility:	
39	Availability of Funds	163-167
40	Financial Waiver	168
41	Financial Viability	169-182
42	Economic Feasibility	183-186
43	Safety Net Impact Statement	187
44	Charity Care Information	188-190

ATTACHMENT 1

TYPE OF OWNERSHIP – CERTIFICATE OF GOOD
STANDING



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

NAPERVILLE SENIOR CARE, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON OCTOBER 04, 2010, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



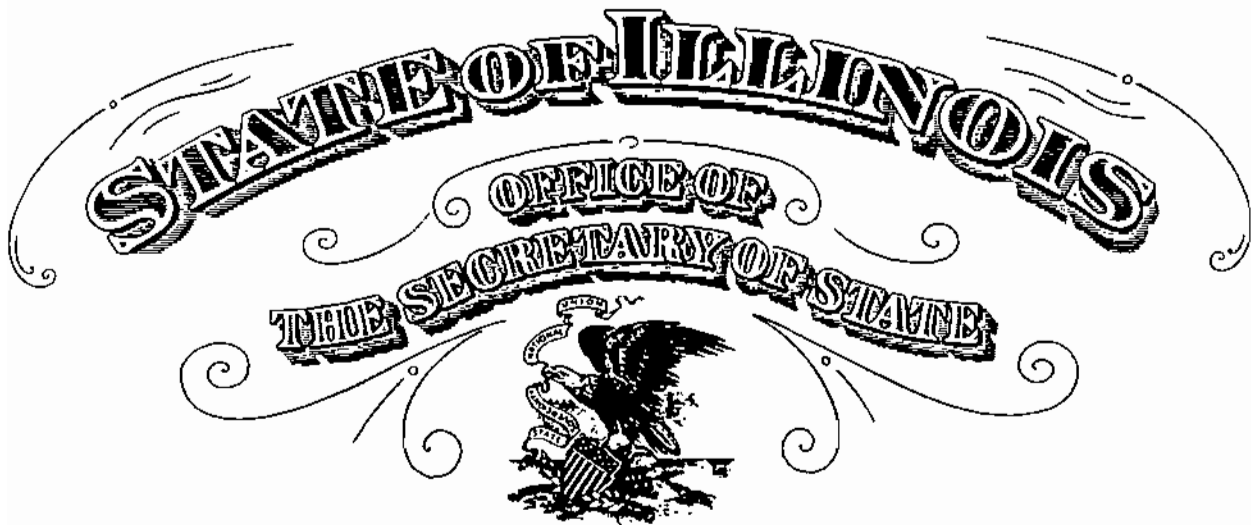
Authentication #: 1208901770

Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 29TH day of MARCH A.D. 2012 .

Jesse White

SECRETARY OF STATE



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

NAPERVILLE HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON OCTOBER 13, 2010, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 1208901786

Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 29TH day of MARCH A.D. 2012 .

Jesse White

SECRETARY OF STATE

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "FUNDAMENTAL PARTNERS LP" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-NINTH DAY OF MARCH, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "FUNDAMENTAL PARTNERS LP" WAS FORMED ON THE SECOND DAY OF APRIL, A.D. 2007.

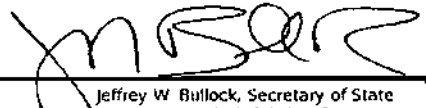
AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

4327557 8300

120370935



You may verify this certificate online
at corp.delaware.gov/authver.shtml

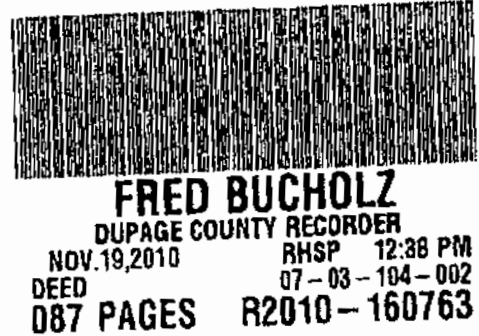

Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9468218

DATE: 03-29-12

ATTACHMENT 2

SITE OWNERSHIP – PROOF OF OWNERSHIP

This instrument prepared by and after recording return to:
 C. Craig Dolly, Jr.
 DLA Piper LLP (US)
 203 N. LaSalle Street, Suite 1900
 Chicago, Illinois 60601



Send future tax bills to:
 Naperville Senior Care, LLC
 c/o Senior Care Development, LLC
 234 Church Street, Suite 901
 New Haven, CT 06510

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the 18 day of November, 2010. NAPERVILLE CAMPUS, LLC, a Maryland limited liability company, having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228 ("Grantor"), in accordance with that certain Order Authorizing and Approving (I) the Sale of Substantially All of the Debtors' Assets to Senior Care Development, LLC; (II) the Procedures Governing the Assumption and Assignment of Contracts; and (III) Related Relief (the "Sale Order"), entered on September 24, 2010 in Chapter 11 bankruptcy case number 10-34176 in the United States Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Case"), a copy which Sale Order is attached as Exhibit C hereto and made a part hereof, and that certain Findings of Fact, Conclusions of Law, and Order (i) Approving the Debtor's Disclosure Statement and (ii) Confirming The Debtor's Third Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code For Case No. 10-34176 (the "Plan Confirmation") filed in the Bankruptcy Case, a copy of which Plan Confirmation is attached as Exhibit D hereto and made a part hereof, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, by theses presents does REMISE, RELEASE, ALIENATE AND CONVEY to NAPERVILLE SENIOR CARE, LLC, a Delaware limited liability company, having an address of 2255 Erickson Drive, Naperville, Illinois 60563 ("Grantee"), forever, the following described real estate situated in the County of DuPage in the State of Illinois, to wit:

See Exhibit A attached hereto and made a part hereof.

Together with all and singular hereditaments and appurtenances belonging there, or in anyway appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either at law or in equity of, in and to the above-described premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises as described above, with the appurtenances, unto the Grantee, forever.

EASTN43680676.3

And the Grantor, for itself and its successors, does covenant, promise and agree to and with the Grantee and its successors that, except as set forth on Exhibit B attached hereto and made a part hereof, it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that it is lawfully seized of said real estate in fee simple; and that it has good right and lawful authority to sell and convey said real estate; and that it WILL WARRANT AND DEFEND, said premises against all persons lawfully claiming, or to claim the same, by, through or under it, subject only to those matters listed on Exhibit B attached hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, this Deed has been executed by Grantor under seal on and as of the date first above written

GRANTOR:

NAPERVILLE CAMPUS, LLC

By: [Signature]
Name: Paul Rundell
Its: Chief Restructuring Officer

STATE OF Illinois)
) SS.
COUNTY OF Lake)

I, Maureen G. Wener a Notary Public in and for said County in the State aforesaid, do hereby certify that Paul Rundell, the Chief Restructuring Officer of Naperville Campus, LLC, a Maryland limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary acts for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 17th day of November, 2010.

[Signature]
Notary Public

My Commission expires:

January 20, 2014



This transaction is exempt under 35 ILCS 200/31-45(i).

Date: November 18, 2010

NAPERVILLE CAMPUS, LLC

By: [Signature]
Name: Paul Rundell
Its: Chief Restructuring Officer

[Signature Page to Special Warranty Deed]

EXHIBIT A
LEGAL DESCRIPTION

[See Attached.]

EXHIBIT A

Legal Description for Monarch Landing

PARCEL 1:

LOTS 1 AND 2 IN MONARCH LANDING, BEING A RESUBDIVISION OF PART OF THE
SOUTHWEST
1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL
MERIDIAN, AND PART OF THE NORTH 1/2 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE
9, EAST
OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
MAY 17,
2005 AS DOCUMENT R2005-102300, IN DU PAGE COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF
PROTECTIVE
COVENANTS RECORDED SEPTEMBER 25, 1997 AS DOCUMENT R97-144807, AS
AMENDED BY
DOCUMENTS R99-65853, R99-072255, R1999-189391, R2005-064097 AND R2005-066769,
FOR
THE DISCHARGE OF STORM AND SURFACE WATER INTO THE STORM WATER
RETENTION AND
DETENTION FACILITIES AS FURTHER DEFINED THEREIN.

Commonly known as: 2255 Erickson Drive, Naperville, Illinois 60653

PINs: 07-03-104-002
07-03-104-003

EXHIBIT B
PERMITTED EXCEPTIONS

[To be completed.]

EXHIBIT B

Permitted Exceptions

1. LEASE MADE BY NAPERVILLE CAMPUS, LLC, AND MONARCH LANDING, INC. TO CITY OF NAPERVILLE DATED APRIL 6, 2005 ATTACHED TO ORDINANCE 05-057 RECORDED MAY 17, 2005 AS DOCUMENT NO. R2005-102297, RE-RECORDED AUGUST 16, 2005 AS DOCUMENT R2005-177028, DEMISING THE LAND FOR A TERM OF YEARS BEGINNING JUNE 1, 2007 AND CONTINUING FOR 99 YEARS UNLESS TERMINATED BY THE TENANT PRIOR THERETO, TOGETHER WITH THE OPTION TO RENEW FOR 5 ADDITIONAL 10 YEARS PERIODS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSEE.

SUBORDINATION AGREEMENT RECORDED DECEMBER 27, 2005 AS DOCUMENT R2005-284671.

(AFFECTS THAT PART OF LOT 1 DESCRIBED AS COMMENCING AT THE EASTERLY MOST NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 05 DEGREES 36 MINUTES 56 SECONDS WEST ALONG THE EASTERLY MOST LINE OF SAID LOT 1 A DISTANCE OF 368.63 FEET; THENCE NORTH 84 DEGREES 23 MINUTES 04 SECONDS WEST 100.18 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 05 DEGREES 36 MINUTES 56 SECONDS WEST 15.00 FEET; THENCE NORTH 84 DEGREES 23 MINUTES 04 SECONDS WEST 20.00 FEET; THENCE NORTH 05 DEGREES 36 MINUTES 56 SECONDS EAST 11.67 FEET; THENCE NORTH 84 DEGREES 23 MINUTES 04 SECONDS WEST 16.00 FEET; THENCE NORTH 05 DEGREES 36 MINUTES 56 SECONDS EAST 28.33 FEET; THENCE SOUTH 84 DEGREES 23 MINUTES 04 SECONDS EAST 15.00 FEET; THENCE SOUTH 05 DEGREES 36 MINUTES 56 SECONDS WEST 24.67 FEET; THENCE SOUTH 84 DEGREES 23 MINUTES 04 SECONDS EAST 21.00 FEET TO THE POINT OF BEGINNING)

2. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN ANNEXATION AGREEMENT MADE BY CITY OF NAPERVILLE, DATED DECEMBER 7, 1981 AND RECORDED DECEMBER 11, 1981 AS DOCUMENT R81-65242, AS AMENDED BY DOCUMENTS R97-108562, R2005-66409, R2005-205044 AND R2005-241556, RELATING TO THE DEVELOPMENT OF THE LAND, FEES AND CHARGES IN CONNECTION THEREWITH AND PROVIDING FOR PARKING AND SETBACK REQUIREMENTS.

(AFFECTS PART OF LOT 1 AND ALL OF LOT 2)

3. COVENANTS AND RESTRICTIONS (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS), RELATING IN PART TO ASSOCIATION, ASSESSMENTS AND LIEN THEREFOR, CONTAINED IN THE DOCUMENT RECORDED SEPTEMBER 25, 1997 AS DOCUMENT NO. R97-144807, AS AMENDED BY DOCUMENTS R99-65853, R99-072255, R1999-189391, R2005-64097 AND R2005-66769, WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE.

(AFFECTS PART OF LOT 1 AND ALL OF LOT 2)

4. PUBLIC UTILITIES UTILITY AND DRAINAGE EASEMENT AS SHOWN AND SET FORTH ON THE PLAT OF PRAIRIE POINT CORPORATE PARK UNIT 3, RECORDED AS DOCUMENT R99-51936 AND AS SHOWN ON PLAT OF MONARCH LANDING RECORDED AS DOCUMENT R2005-102300, AS FOLLOWS:

10 FEET ALONG THE SOUTHERLY LINE OF LOT 1; 10 FEET ALONG THE SOUTHERLY LINE AND 7.5 FEET ALONG THE EASTERLY LINE OF LOT 2

5. GRANT OF PERMANENT EASEMENT RECORDED FEBRUARY 23, 1999 AS DOCUMENT R99-045490 AND AS SHOWN ON THE PLAT OF MONARCH LANDING RECORDED AS DOCUMENT R2005-102300, IN FAVOR OF THE COUNTY OF DUPAGE, STATE OF ILLINOIS, FOR THE USE OF THE COUNTY DIVISION OF TRANSPORTATION, ITS EMPLOYEES, REPRESENTATIVE, AGENTS, CONTRACTORS AND ENGINEERS, FOR THE PURPOSE OF ROADWAY, DRAINAGE AND GRADING IMPROVEMENTS AND PROVISIONS AND CONDITIONS CONTAINED THEREIN OVER THE FOLLOWING DESCRIBED PROPERTY:

10 FEET ALONG THE SOUTH LINE OF LOT 1

6. EASEMENT IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY, AN ILLINOIS CORPORATION, DOING BUSINESS AS NICOR GAS, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. R2005-167870, AFFECTING THE WEST 20 FEET OF THE NORTH 70 FEET OF THE SOUTH 90 FEET OF LOT 2 IN MONARCH LANDING.

7. PUBLIC UTILITIES UTILITY AND DRAINAGE EASEMENT AS SHOWN AND SET FORTH ON THE PLATS OF PRAIRIE POINT CORPORATE PARK UNIT 3, RECORDED AS DOCUMENT R99-51936, AND PRAIRIE POINT CORPORATE PARK UNIT THREE RESUBDIVISION NO. 3, RECORDED AS DOCUMENT R2001-7594, PRAIRIE POINT CORPORATE PARK UNIT THREE RESUBDIVISION NO. 4, RECORDED AS DOCUMENT R2001-138505, AND, MONARCH LANDING RECORDED AS DOCUMENT R2005-102300, AS FOLLOWS:

10 FEET ALONG THE SOUTHERLY LINE BORDERING FERRY ROAD, 7.5 FEET ALONG THE NORTH LINE BORDERING TOWN LINE ROAD AND THE WESTERLY 10 FEET OF THE MOST EASTERLY 25 FEET OF LOT 1

8. LANDSCAPE EASEMENT AS SHOWN AND SET FORTH ON THE PLAT OF PRAIRIE POINT CORPORATE PARK UNIT THREE RESUBDIVISION NO. 4, RECORDED AS DOCUMENT R2001-138505, AND AS SHOWN ON PLAT OF MONARCH LANDING RECORDED AS DOCUMENT R2005-102300, AS FOLLOWS:

15 FEET ALONG THE MOST EASTERLY LINE OF LOT 1

9. RIGHTS OF PUBLIC UTILITY COMPANIES IN AND TO THE USE AND MAINTENANCE OF A WATER LINE ALONG THE SOUTHERLY LINE OF LOTS 1 AND 2, AN ELECTRIC TRANSFORMER PAD IN THE SOUTHERLY PART OF LOT 1 AND ELECTRIC PEDESTALS AND UNDERGROUND ELECTRIC LINE ALONG THE WEST LINE OF LOT 1 SHOWN ON A SURVEY MADE BY V3 CONSULTANTS DATED NOVEMBER 2, 2010, JOB NUMBER 03099SCD.

10. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN AN INTERGOVERNMENTAL AGREEMENT ATTACHED TO ORDINANCE 05-040 RECORDED AS DOCUMENT R2005-66408 MADE BY AND AMONG NAPERVILLE CAMPUS, LLC, MONARCH LANDING, INC.; THE CITY OF NAPERVILLE; AND THE CITY OF WARRENVILLE, RELATING TO THE DEVELOPMENT OF THE LAND AND PROVIDING FOR CITY SERVICES TO THE LAND.
11. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN A DECLARATION OF COVENANTS AND RESTRICTIONS FOR MONARCH LANDING RECORDED APRIL 6, 2005 AS DOCUMENT R2005-70362 AND RE-RECORDED AS DOCUMENT R2005-98883 (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS).
12. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN AN INTERGOVERNMENTAL AGREEMENT ATTACHED TO ORDINANCE 05-056 RECORDED MAY 17, 2005 AS DOCUMENT R2005-102296 MADE BY AND AMONG NAPERVILLE CAMPUS, LLC, MONARCH LANDING, INC., THE WARRENVILLE FIRE PROTECTION DISTRICT AND THE CITY OF NAPERVILLE.
13. NO VEHICULAR ACCESS EASEMENT AS SHOWN AND SET FORTH ON THE PLAT OF MONARCH LANDING RECORDED AS DOCUMENT R2005-102300, AS FOLLOWS: 12 FEET ALONG THE NORTH, NORTHWESTERLY, AND MOST NORTHERLY EAST LINE OF LOT 1
14. CONSERVATION EASEMENT AREAS AS SHOWN AND SET FORTH ON THE PLAT OF MONARCH LANDING RECORDED AS DOCUMENT R2005-102300 AFFECTING PARTS OF LOT 1. (SEE PLAT FOR EXACT LOCATIONS)
15. STORM WATER MANAGEMENT EASEMENT AREAS AS SHOWN AND SET FORTH ON THE PLAT OF MONARCH LANDING RECORDED AS DOCUMENT R2005-102300 AFFECTING PARTS OF LOT 1. (SEE PLAT FOR EXACT LOCATION)
16. RESERVATION FOR FUTURE CONVEYANCE TO ILLINOIS DEPARTMENT OF TRANSPORTATION FOR ILLINOIS ROUTE 59 RIGHT OF WAY AS SHOWN AND SET FORTH ON THE PLAT OF MONARCH LANDING RECORDED AS DOCUMENT R2005-102300, AS FOLLOWS:

25 FEET ALONG THE WESTERLY LINE OF LOT 1 AND 24.
17. SETBACK LINE AS SHOWN ON THE PLAT OF MONARCH LANDING RECORDED AS DOCUMENT R2005-102300, AS FOLLOWS:

45 FEET ALONG THE WESTERLY LINES, 10 FEET ALONG THE MOST EASTERLY EAST LINE, 20 FEET ALONG THE SOUTHERLY LINE AND ALONG THE EASTERLY AND SOUTHERLY LINES BORDERING CORPORATE LANE, ALL IN LOT 1 20 FEET ALONG THE SOUTHERLY, EASTERLY, AND NORTHWESTERLY LINES OF LOT 2
18. PUBLIC UTILITY EASEMENT AS SHOWN AND SET FORTH ON THE PLAT OF MONARCH LANDING RECORDED AS DOCUMENT R2005-102300, AS FOLLOWS:

A 34 BY 37 FOOT AREA ALONG THE EASTERLY LINE OF LOT 1
A 20 BY 40 FOOT AREA ALONG THE EASTERLY LINE OF LOT 2

23. SIDEWALK EASEMENT AS SHOWN AND SET FORTH ON THE PLAT OF MONARCH LANDING RECORDED AS DOCUMENT R2005-102300, AS FOLLOWS:

AN AREA IN THE SOUTHEASTERLY PART OF LOT 1

24. THE PLAT OF MONARCH LANDING RECORDED AS DOCUMENT R2005-102300 INCLUDES A CERTIFICATION BY THE SURVEYOR THAT THE LAND LYING NORTH OF TOWNLINE ROAD IS IN ZONE 'A' AND THAT THE LAND LYING SOUTH OF TOWNLINE ROAD IS IN ZONE X AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

25. MATTERS AS SHOWN ON SURVEY PREPARED BY V3 CONSULTANTS DATED NOVEMBER 2, 2010, JOB NUMBER 03099SCD AS FOLLOWS:

DIRT AND STOCK PILES.

26. RIGHTS, IF ANY, OF PUBLIC AND QUASI-PUBLIC UTILITIES IN THE LAND AS SHOWN ON SURVEY PREPARED BY V3 CONSULTANTS DATED NOVEMBER 2, 2010, JOB NUMBER 03099SCD AS FOLLOWS:

TRANSFORMER PAD;
WATER MAINS;
WATER VALVE VAULT;
STORM SEWER;
STORM INLETS;
STORM/SANITARY MANHOLES;
ELECTRICAL METERS;
ELECTRICAL JUNCTION BOXES;
UNDERGROUND ELECTRIC;
PAINTED ELECTRIC LINES;
ELECTRIC PEDESTALS.

27. THE LAND LIES WITHIN THE BOUNDARIES OF A SPECIAL SERVICE AREA AS DISCLOSED BY ORDINANCE RECORDED AS DOCUMENT R2006-120137, AND IS SUBJECT TO ADDITIONAL TAXES UNDER THE TERMS OF SAID ORDINANCE AND SUBSEQUENT RELATED ORDINANCES.

28. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN COVENANT RUNNING WITH THE LAND RECORDED AUGUST 15, 2006 AS DOCUMENT R2006-157687, RELATING TO INSTALLATION OF AUTOMATIC LAWN SPRINKLING SYSTEM ON THE LAND.

(AFFECTS LOT 1)

29. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN COVENANT RUNNING WITH THE LAND RECORDED AUGUST 15, 2006 AS DOCUMENT R2006-157688, RELATING TO INSTALLATION OF AUTOMATIC LAWN SPRINKLING SYSTEM ON THE LAND.

(AFFECTS LOT 2)

30. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN ORDINANCE NO. 2201, CITY OF WARRENVILLE APPROVING FINAL PUD PLAN/PLAT AND DOCUMENTS - NAPERVILLE CAMPUS LLC/MONARCH LANDING - PHASE I (ERICKSON RETIREMENT COMMUNITY), A COPY OF WHICH WAS RECORDED AUGUST 25, 2006 AS DOCUMENT R2006-165702.

(AFFECTS ALL)

31. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN ORDINANCE NO. 07-104, CITY OF WARRENVILLE APPROVING A MAJOR CHANGE TO THE PLANNED UNIT DEVELOPMENT FOR PHASE II AND III OF MONARCH LANDING, A COPY OF WHICH WAS RECORDED JULY 29, 2009 AS DOCUMENT R2009-117793.

(AFFECTS ALL)

32. ATTENTION IS DIRECTED TO A PLAT OF HIGHWAY RECORDED MAY 15, 2007 AS DOCUMENT R2007-90410 DISCLOSING PLANS FOR FERRY ROAD.

33. PLAT OF EASEMENT GRANT RECORDED FEBRUARY 23, 2007 AS DOCUMENT R2007-33446 GRANTING PUBLIC UTILITY EASEMENTS OVER PARTS OF LOT 1.

(SEE PLAT FOR EXACT LOCATIONS)

34. EXISTING UNRECORDED LEASES AS DISCLOSED BY RENT ROLL ATTACHED TO THE ALTA STATEMENT DELIVERED IN CONJUNCTION WITH THE CLOSING AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.

35. RIGHTS OF PARTIES, IF ANY, UNDER RESIDENCE AND CARE AGREEMENTS AS SHOWN ON EXHIBIT "A" ATTACHED TO THE ALTA STATEMENT DELIVERED IN CONJUNCTION WITH THE CLOSING AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER SAID AGREEMENT.

EXHIBIT C

ORDER

[See Attached.]

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF TEXAS

CERTIFIED COPY

I, Anya Jones, Clerk of the United States Bankruptcy Court, certify
that the attached is a true and full copy of page(s) 1 through 18 of the original

Order Authorizing and Approving (I) the Sale of Substantially
all of the debtors' assets to Senior Care Development, LLC;
(II) the procedures governing the assumption and assignment
of contracts; and (III) related relief

now existing among the records of this Court.

In testimony whereof I sign my name, and affix the seal of this Court at

Dallas, in this State, on 11/15/2010
City Date



Tawana C. Marshall

Clerk of the Bankruptcy Court

I hereby certify that the foregoing is a
true copy of the original thereof now in
my office this the 16th day of November
2010 at Dallas, Texas

Tawana C. Marshall, Clerk
United States Bankruptcy Court
Northern District of Texas

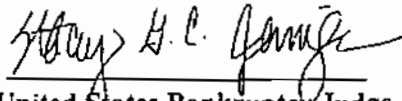
By _____ Deputy

Anya Jones
(By) Deputy Clerk



U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
ENTERED
TAWANA C. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.


United States Bankruptcy Judge

Signed September 24, 2010

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	§	Case No. 10-34176
	§	
LINCOLNSHIRE CAMPUS, LLC, <i>et al.</i> , ¹	§	Chapter 11
	§	
Debtors.	§	Joint Administration

ORDER AUTHORIZING AND APPROVING (I) THE SALE OF SUBSTANTIALLY
ALL OF THE DEBTORS' ASSETS TO SENIOR CARE DEVELOPMENT, LLC; (II)
THE PROCEDURES GOVERNING THE ASSUMPTION AND ASSIGNMENT OF
CONTRACTS; AND (III) RELATED RELIEF²

Upon the motion of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), pursuant to sections 105(a), 363 and 365 of title 11 of the United States Code (the "Bankruptcy Code") and Federal Rules of Bankruptcy Procedure 2002, 6004, 9007 and 9014 (the "Bankruptcy Rules"), for entry of an order authorizing and approving, among other things, the sale of substantially all of the Debtors' assets to Senior Care Development, LLC or its

¹ The Debtors in these chapter 11 cases are (a) Lincolnshire Campus, LLC, Case No. 10-34176, (b) Naperville Campus, LLC, Case No. 10-34177, (c) Monarch Landing, Inc., Case No. 10-34179, and (d) Sedgebrook, Inc., Case No. 10-34178. An order granting joint administration of the Debtors' cases was entered on June 24, 2010.

² Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

EAST43572299.7

designee(s) ("SCD") free and clear of all liens, Claims and Encumbrances (as defined below) and related relief (Docket No. 35) (as amended, the "Motion");³ and the Order Approving Bid Procedures and Providing Certain Bid Protections to Senior Care Development, LLC and Granting Related Relief (Docket No. 203) (the "Bid Procedures Order"); and it appearing that due and appropriate notice of the Motion, the Bid Procedures Order, the Bid Procedures, the Auction and the Sale Hearing having been given; and it appearing that no other notice of the relief granted by this Order need be given; and the Court having conducted a hearing on the Motion on September 21, 2010 (the "Sale Hearing") at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Debtors having conducted a marketing process in compliance with the Bid Procedures Order and determined that SCD has submitted the highest and best bid for the assets of the Debtors that SCD has offered to purchase as more specifically described in the APA (the "APA Assets"); and all parties in interest having been heard, or having had the opportunity to be heard, regarding entry of this Order and approval of the Sale Transaction and APA; and this Court being fully advised in the premises; this Court, based upon the arguments, testimony and evidence presented to it, hereby makes the following findings of fact and conclusions of law:

A. This Court has jurisdiction to hear and determine the Motion and to grant the relief requested in the Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). To any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein.

³ Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion or the APA. A copy of the APA is attached as Exhibit 1 hereto.

C. This proceeding is a "core proceeding" within the meaning of 28 U.S.C. § 157(b)(2)(A), (N) and (O).

D. The statutory predicates for the Motion are sections 105, 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 9007 and 9014.

E. As evidenced by the affidavits of service filed with the Court, and based upon the representations of counsel at the Sale Hearing, (i) proper, timely and adequate notice of the Motion, the Bid Procedures Order, the Sale Hearing, the Sale Transaction, the Auction and the Bid Deadline as approved herein has been provided in accordance with Bankruptcy Rules 2002, 6004, 9007 and 9014, (ii) such notice was good, sufficient and appropriate under the circumstances and (iii) no other or further notice of the Motion, the Bid Procedures Order, the Sale Hearing, the Sale Transaction, the Auction or the Bid Deadline as provided herein is necessary or shall be required.

F. A reasonable opportunity to object or be heard with respect to the Motion and the Sale Transaction has been afforded to all interested persons and entities, including, without limitation: (i) the U.S. Trustee, (ii) counsel for the Buyer, (iii) counsel for the committee, if any, (iv) counsel to the Debtors' prepetition secured lenders, (v) all entities known by the Debtors to have expressed an interest in acquiring the Debtors' assets in the previous calendar year, (vi) all entities known to have asserted any lien, interest or encumbrance upon the Debtors' assets, (vii) the United States' Attorney's Office, (viii) the United States Department of Justice, (ix) the Securities and Exchange Commission, (x) the Internal Revenue Service, (xi) the Pension Benefit Guaranty Corporation, (xii) appropriate state regulatory agencies; and (xiii) all other parties who filed requests for notice under Bankruptcy Rule 2002 in these cases.

G. Notice, as specified in the preceding paragraph and as evidenced by the affidavits of service filed with the Court, has been provided in the form and manner specified in the Motion and required by the Bid Procedures Order, and such notice is reasonable and adequate.

H. The process for the sale of the APA Assets was conducted in accordance with the Bid Procedures Order. At the conclusion of the Auction, SCD was deemed the Successful Bidder with the highest and best offer for the APA Assets of \$40 million to be allocated as follows: \$30 million for the APA Assets associated with the Sedgebrook campus and \$10 million for the APA Assets associated with the Monarch Landing campus, reduced by \$750,000 for half of the Break-Up Fee.

I. The Auction was conducted in accordance with the Bid Procedures Order. The Auction was conducted in a non-collusive, fair and good faith manner and a reasonable opportunity has been given to any interested party to make a higher and better offer for the APA Assets.

K. SCD is purchasing the APA Assets in good faith and is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the protection of that provision.

L. The APA was negotiated, proposed and entered into by the Debtors and SCD without collusion, in good faith and from arms'-length bargaining positions. Neither the Debtors

nor SCD have engaged in any conduct that would cause or permit the Sale Transaction or any part of the transactions contemplated by the APA to be avoidable under section 363(n) of the Bankruptcy Code.

M. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing, and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtors afforded interested potential purchasers a full and fair opportunity to qualify as Qualified Bidders under the Bid Procedures and to submit an offer for the APA Assets.

N. SCD is not an "insider" of any of the Debtors as that term is defined in section 101(31) of the Bankruptcy Code.

O. The consideration provided by SCD for the APA Assets pursuant to the APA (i) is fair and reasonable, (ii) is the highest and best offer for the APA Assets, (iii) will provide a greater recovery for all of the Debtors' stakeholders than would be provided by any other practical available alternative and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act and all other applicable laws.

P. The Debtors have demonstrated a sufficient basis and compelling circumstances requiring the Debtors to enter into the APA and sell the APA Assets under section 363 of the Bankruptcy Code, and such actions are appropriate exercises of the Debtors' business judgment and are in the best interests of the Debtors, their estates and their creditors.

Q. The marketing and bidding processes implemented by the Debtors and their advisors, as set forth in the Motion, were fair, proper, and reasonably calculated to result in the best value received for the APA Assets.

R. The Debtors have full authority and power to execute and deliver the APA and related agreements and all other documents contemplated by the APA, to perform its obligations therein and to consummate the Sale Transaction. Except as set forth in the APA, no additional consents or approvals are necessary or required for the Debtors to enter into the APA, perform its obligations therein and consummate the Sale Transaction.

S. SCD would not have entered into the APA and would not consummate the Sale Transaction, thus adversely affecting the Debtors, their residents the Debtors' estates and the Debtors' creditors, if the APA Assets were not sold to it free and clear of all Claims and Encumbrances or if SCD would, or in the future could, be liable for any Claims and Encumbrances against the APA Assets.

T. Not selling the APA Assets free and clear of any and all liens, claims (as defined in section 101(5) of the Bankruptcy Code), security interests, mortgages, encumbrances, obligations, including employee benefit obligations (including, without limitation, under the Employee Retirement Income Security Act or the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), and further including any obligations to former employees of any of the Debtors under COBRA), liabilities, including liabilities under CERCLA and all other Environmental Laws, charges against or interests in property, adverse claims, claims of possession, rights of way, licenses, easements or restrictions of any kind, demands, guarantees,

actions, suits, defenses, deposits, credits, allowances, options, rights, restrictions, limitations, contractual commitments, rights of first refusal, rights of setoff or recoupment, or interests of any kind or nature whether known or unknown, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, asserted or unasserted, whether arising prior to or subsequent to the commencement of these chapter 11 cases, whether imposed by agreement, understanding, law, equity or otherwise, subject to applicable law, including section 363 of the Bankruptcy Code, and to paragraph 24 of this Order (collectively, the "Claims and Encumbrances") would adversely impact the Debtors' estates, and the sale of the APA Assets other than as free and clear of all Claims and Encumbrances would be of substantially less value to the Debtors' estates.

U. The provisions of section 363(f) of the Bankruptcy Code have been satisfied. All holders of Claims and Encumbrances, if any, who did not object, or withdrew their objections to the Sale Transaction, are deemed to have consented to the Sale Transaction.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, EFFECTIVE

IMMEDIATELY, AS FOLLOWS:

1. The relief requested in the Motion is granted and approved in all respects, as set forth herein. The Debtors entry into the APA and the Sale Transaction is hereby approved in all respects. Except as may be expressly provided herein, objections to the relief sought in the Motion that have not been previously resolved or withdrawn are hereby overruled on their merits.

2. The Debtors are authorized and directed to take any and all actions necessary or appropriate to (a) consummate the Sale Transaction in accordance with the Motion, the APA and this Order, and (b) perform, consummate, implement and close fully the Sale Transaction, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA including, without limitation, consenting to the assignment by SCD of any of its rights under or relating to the APA.

3. Those holders of Claims and Encumbrances and other non-Debtor parties who did not object, or who withdrew their objections to entry of this Order, the Motion, the Bid Procedures Order, the Sale Hearing, the Sale Transaction and the APA are deemed to have

consented to this Order, the Bid Procedures Order, the Sale Transaction and the APA pursuant to section 363(f)(2) of the Bankruptcy Code and are enjoined from taking any action against SCD, its successors, its assigns, its representatives, its affiliates, its properties, or any agent of the foregoing to recover any claim which such person or entity has against the Debtors or any of their affiliates or any of the Debtors' property. Those holders of Claims and Encumbrances and other non-Debtor parties who did object, if any, fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Claims and Encumbrances, if any, attach to the proceeds of the Sale Transaction ultimately attributable to the property against or in which they assert a Claim or Encumbrance.

Sale and Transfer of the APA Assets

4. Upon Closing, the APA Assets transferred, sold and delivered to SCD shall be free and clear of all Claims and Encumbrances of any person or entity. The transfer of the APA Assets to SCD constitutes a legal, valid and effective transfer of the APA Assets and shall vest SCD with all right, title and interest in and to the APA Assets.

5. Upon closing of the Sale Transaction, this Order shall be construed as, and shall constitute for any and all purposes, a full and complete general assignment, conveyance and transfer of the APA Assets pursuant to the terms of the APA.

6. Effective on the Closing, all entities, including, but not limited to, the Debtors, creditors, employees, former employees and shareholders, administrative agencies, tax and regulatory authorities, governmental departments, secretaries of state, federal, state and local officials, and their respective successors or assigns, including, but not limited to, persons asserting any Claims or Encumbrance against the Debtors' assets, shall be permanently and forever barred, restrained and enjoined from commencing or continuing in any manner any action or other proceeding of any kind against the APA Assets or SCD (or its successors, assigns,

agents or representatives) as alleged successor or otherwise with respect to any Claims and Encumbrances on or in respect of the APA Assets.

7. Each and every term and provision of the APA, together with the terms and provisions of this Order, shall be binding in all respects upon all entities, including, but not limited to the Debtors, SCD, creditors, employees, former employees and shareholders, administrative agencies, governmental departments, secretaries of state, federal, state and local officials and their respective successors or assigns, including but not limited to persons asserting any Claim or Encumbrance against or interest in the Debtors' estates or the Debtors' assets, including any subsequent appointment of a trustee or other fiduciary under any section of the Bankruptcy Code.

8. Upon the Closing, all entities holding Claims and Encumbrances of any kind and nature against the Debtors' assets hereby are barred from asserting such Claims and Encumbrances against SCD (or its successors, assigns, agents or representatives) and/or the APA Assets and, effective upon the transfer of the APA Assets to SCD upon Closing, the Claims and Encumbrances shall attach to the proceeds of the Sale Transaction with the same force, validity, priority and effect, if any, as against the Debtors' assets.

9. This Order (a) is and shall be effective as a determination that, upon Closing, all Claims and Encumbrances existing as to the Debtors' assets conveyed to SCD have been and hereby are adjudged to be unconditionally released, discharged and terminated, with all such Claims and Encumbrances attaching automatically the proceeds in the same manner and priority, and (b) shall be binding upon and govern the acts of all entities, including all filing agents, filing officers, title agents, title companies; recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, secretaries of state,

federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Debtors' assets conveyed to SCD. All Claims and Encumbrances of record as of the date of this Order shall be removed and stricken as against the APA Assets in accordance with the foregoing. All entities are authorized and specifically directed to strike all such recorded Claims and Encumbrances against the APA Assets from their records, official or otherwise.

10. If any person or entity which has filed financing statements, mortgage, lis pendens or other documents or agreements evidencing Claims and Encumbrances on the APA Assets shall not have delivered to the Debtors prior to closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements and any other documents necessary for the purpose of documenting the release of all Claims and Encumbrances which the person or entity has or may assert with respect to the APA Assets, the Debtors are hereby authorized and directed upon closing, and SCD is hereby authorized upon closing, to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the APA Assets. Upon closing of the Sale Transaction, each of the Debtors' creditors is authorized and directed to execute such documents and take all such actions as may be necessary to release their respective Claims and Encumbrances against the APA Assets.

11. Upon closing, SCD (or its successors, assigns, agents or representatives) shall not be deemed to be (a) a successor to any of the other Debtors, (b) de facto merged with any of the Debtors or (c) a mere continuation of any of the other Debtors. Without limiting the generality

of the foregoing, and except as specifically provided in the APA, SCD (or its successors, assigns, agents or representatives) shall not be liable for any claims against any of the Debtors or any of their predecessors or affiliates or assets, other than as expressly provided for in the APA or in this Order.

Assumption and Assignment of Contracts

12. On or before 7 days prior to the Closing, SCD shall provide (i) documentation indentifying all Contracts SCD wishes to be assumed by the Debtors and assigned by the Debtors to SCD at Closing (the "Transferred Contracts"); (ii) documentation identifying all Contracts that SCD may, at a later date, wish to be assigned by the Debtors (the "Designated Contracts"); and (iii) all Contracts that SCD will not be seeking to be assigned by the Seller (the "Excluded Contracts"). At any time between the Closing and the 60th day following the Closing, SCD may, upon not less than 7 days' prior notice to the Debtors, re-designate any Designated Contract as either a Transferred Contract or an Excluded Contract. The Debtors agree not to reject any Contract on or before the 60th day following the Closing except for Excluded Contracts and shall continue to perform all obligations under such Contracts so long as SCD pays any expenses related thereto. Following the Closing, SCD shall be responsible for any payments that arise under any Designated Contract prior to the Buyer's re-designation of any such Designated Contract as an Excluded Contract. The Debtors shall assume in the Bankruptcy Case, any Transferred Contract that is designated by SCD to the Debtors on or before the 60th Day following the Closing, provided that SCD shall pay all scheduled and disclosed cure amounts in connection with such assumption, and assign said Transferred Contracts to SCD. The proposed assignments shall take place pursuant to an order of the Court.

13. The Debtors shall assume and assign to SCD all Residence and Care Agreements. All Initial Entrance Fee Deposits held by the Debtors as of the Petition Date or delivered to any

Debtor postpetition and any partial deposits thereon, excluding deposits used to pay refunds owed to former residents as a result of the receipt of any such deposit, that are placed in escrow pursuant to the IED Orders issued by the Court as Docket Nos. 72 and 77 shall be transferred to SCD and any and all prepaid rental payments made by residents and any and all deposits or similar payments made by assisted living residents or skilled nursing residents shall be transferred to SCD.

14. SCD shall not assume any Resident Care Claims.

Assumption of SSA Bonds

15. Notwithstanding anything to the contrary in this Order or the APA, (a) the liabilities of Sedgebrook and Lincolnshire as landowners arising after the Closing with respect to the special tax payments set forth in Schedule 2.3(a) of the APA shall be assumed by SCD only to the extent and in accordance with the schedule of such liabilities set forth as Schedule 2.3(a) of the APA, and (b) the liabilities of Monarch Landing and Naperville as landowners arising after the Closing with respect to the special tax payments set forth in Schedule 2.3(a) of the APA shall be assumed by SCD only to the extent and in accordance with the schedule of such liabilities set forth as Schedule 2.3(a) of the APA. To avoid any misunderstanding regarding the liabilities related to the Sedgebrook SSA Financing and the Monarch Landing SSA Financing being assumed by SCD pursuant to this Order, such liabilities are limited to the special tax payments set forth on Schedule 2.3(a) of the APA. SCD and the APA Assets shall only be liable and subject to the annual special tax payments under the applicable SSA Financing to make special tax payments in the amounts of such payments set forth in Schedule 2.3(a) of the APA and on or before the date or dates required by applicable law, and not in any other amount or on any other date. Notwithstanding the foregoing, nothing in this Order is to be construed as eliminating any obligation of SCD to pay late charges, default interest, or other amounts as

required by applicable law in the event any liability in Schedule 2.3(a) is not timely paid. No acceleration of the bonds related to the Sedgebrook SSA Financing and the Monarch Landing SSA Financing shall occur and no exercise of any right to any redemption premium with regard to such bonds shall occur, and the Indenture Trustees shall not seek (directly or indirectly) such acceleration or any redemption premium, so long as the liabilities required to be paid in Schedule 2.3(a) are timely paid pursuant to applicable law. If such payments are late or missed, the parties shall have all rights and remedies available under applicable Illinois state and municipal law.

16. At Closing, the Debtors shall pay all delinquent amounts and costs, if any, of any special tax payments, if any, arising under the Sedgebrook SSA Financing and the Monarch Landing SSA Financing, including, but not limited to, any delinquent amounts and costs, if any, remaining owing for 2010 or any prior fiscal year.

17. Certain limited obligations of Naperville and Lincolnshire, respectively, under the following executory contracts shall be assumed and assigned to SCD at Closing: (a) that certain Administrator's and Developer Owner's Continuing Disclosure Agreement, dated June 15, 2006, by and between Naperville Campus, LLC and Municap Incorporated, and (b) that certain Administrator's and Developer Owner's Continuing Disclosure Agreement, dated November 16, 2004, by and between Lincolnshire Campus, LLC and Municap Incorporated (collectively, the "Disclosure Agreements"). Specifically, SCD shall assume the following limited obligations only with respect to the aforementioned agreements; it shall notify U.S. Bank National Association (or its successor) within forty-five (45) days following the occurrence of any of the following events: (i) failure to pay any real property taxes (including the Special Taxes) levied within the Development on a parcel; (ii) material damage to or destruction of any development or improvements within the Development; (iii) material default by SCD, the Developer or any

affiliate thereof on any loan with respect to the construction or permanent financing of the Development; (iv) material default by SCD, the Developer, or any affiliate thereof on any loan secured by property within the Development owned or leased by SCD and the Developer or any affiliate thereof; and (v) the filing in bankruptcy by SCD, the Developer or any affiliate thereof.⁴

18. SCD shall not assume or have any liability or obligations related to either the Sedgebrook SSA Financing or the Monarch Landing SSA Financing, except as specifically provided in paragraphs 15, 16 and 17 of this Order.

Additional Provisions

19. The APA Assets shall not include any cash or cash equivalents held by the Indenture Trustees in their respective capacities as such.

20. The provisions of this Order and the APA and any actions taken pursuant hereto or thereto shall survive entry of any order which may be entered (a) confirming or consummating any plan of reorganization of the Debtors, (b) converting the Debtors' cases from chapter 11 to chapter 7, (c) dismissing the Debtors' bankruptcy cases or (d) appointing a chapter 11 trustee or examiner, and the terms and provisions of the APA as well as the rights and interests granted pursuant to this Order and the APA shall continue in this or any superseding case and shall be binding upon the Debtors, SCD and their respective successors and permitted assigns.

21. Each and every federal, state and governmental agency or department and any other person or entity is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA.

⁴ Capitalized terms used in this sentence shall have the meanings set forth in the respective Disclosure Agreements.

22. Upon Closing, proceeds of the Sale are to be paid to the Indenture Trustee for application in accordance with the Bond Documents, less amounts relating to: (a) the Carve-Out, (b) the ELH Payments, (c) amounts owed to creditors holding valid and perfected liens against the assets, (d) the proceeds to be placed in escrow under paragraph 23 hereof, (e) the proceeds to be placed in escrow under paragraph 24 hereof, (f) the proceeds to be placed in escrow under paragraph 25 hereof, and (g) a wind down budget to be agreed upon by the respective indenture trustees and the Debtors.

23. Upon Closing, \$3.5 million of the Sale proceeds shall be placed in escrow (the "Mechanic's Lien Escrow") for the benefit of holders of mechanic's liens on the Sedgebrook property (collectively, the "Mechanic's Lien Holders") pending resolution of the Mechanic's Lien Holders' assertions that their claims are senior or equal to those of the Indenture Trustees pursuant to Illinois state law and other applicable statutes. As of the Closing, any and all Claims and Encumbrances of the Mechanic's Lien Holders will be transferred to, and will attach to, the Mechanic's Lien Escrow with the same validity, force, effect and priority that the encumbrance had against the Debtors' real property prior to the sale, and shall be deemed released as against the estates' property (except with respect to the funds held in the Mechanic's Lien Escrow). The Mechanic's Lien Escrow will be held pending entry of an order or orders resolving the underlying claims of the Indenture Trustees and the Mechanic's Lien Holders and shall be distributed to the Mechanic's Lien Holders and/or the Indenture Trustees as set forth in such order(s). The form of escrow agreement governing same will be negotiated and executed prior to Closing.

24. SCD shall assume all obligations to complete environmental work required by the Lake County Stormwater Management Commission. A portion of the Sale proceeds shall be

placed in escrow so that SCD may fund such work and any remaining balance will be returned to the Indenture Trustees upon completion. The Debtors, SCD, Indenture Trustees, Lake County Stormwater Management Commission, the State of Illinois/Illinois Department of Transportation ("IDOT") [in the event the IDOT Bond (as defined below) has not been released], and Western Surety Company shall negotiate in good faith to determine the amount to be placed in escrow. If an amount cannot be agreed to, the Debtors shall file a schedule supporting the Debtors' proposed escrow amount by October 14, 2010. SCD, Indenture Trustees, Lake County Stormwater Management Commission, IDOT (if applicable) and Western Surety Company may object to the Debtors' proposed escrow amount by October 22, 2010. If any objections are filed, the Court shall decide the matter on October 26, 2010. In no event shall the amount placed in escrow be less than the amount of the outstanding bonds described below. In addition, (a) Western Surety Company Bond No. 929342186, in the original penal sum of \$100,000.00, which bond named "Erickson Retirement Communities, Lincolnshire Campus LLC" as Principal, and the State of Illinois as obligee (the "IDOT Bond"), and (b) Western Surety Company Bond No. 929318414, currently reduced to the penal sum of \$529,628.00, and which bond names Lincolnshire Campus, LLC as Principal and Lake County [IL] Stormwater Management Commission as Owner/Obligee (the "Lake County Bond"), shall be deemed cancelled and terminated for all purposes effective as of the Closing and Western Surety Company shall be released from any and all liability on said bonds. Upon Closing and the resulting termination and cancellation of said bonds, the subject bond obligees shall further be enjoined from taking any action against the Debtor or Western Surety Company and shall look solely to the funds to be placed in escrow in connection with any claim they have or may have otherwise asserted against Western Surety Company's bonds on account of any incomplete or defective (deficient)

work or other default of the Debtor in connection with the (bonded) work for which Western issued its surety bonds.

25. SCD shall assume all obligations to fund and supervise the work required by the City of Naperville (City Planning Department and City Engineering Department) and City of Warrenville with regard to certain non-conforming uses identified by the City of Naperville and/or the City of Warrenville with respect to the Monarch Landing property. A portion of the Sale proceeds shall be placed in escrow so that SCD may fund such work and any remaining balance will be returned to the Indenture Trustees upon completion. The Debtors, SCD, Indenture Trustees, the City of Naperville (City Planning Department and City Engineering Department) and the City of Warrenville shall negotiate in good faith to determine the amount to be placed in escrow. If an amount cannot be agreed to, the Debtors shall file a schedule supporting the Debtors' proposed escrow amount by October 14, 2010. SCD, Indenture Trustees, the City of Naperville (City Planning Department and City Engineering Department) and the City of Warrenville may object to the Debtors' proposed escrow amount by October 22, 2010. If any objections are filed, the Court shall decide the matter on October 26, 2010.

26. Upon Closing, SCD shall pay to the Debtors the Purchase Price, less the Good-Faith Deposit less \$750,000 (half the Break-Up Fee). The \$40 million purchase price will be allocated as follows: \$30 million for the assets associated with the Sedgebrook campus and \$10 million for the assets associated with the Monarch Landing campus. Wells Fargo Bank National Association, as indenture trustee, and U.S. Bank National Association, as indenture trustee, have reserved all rights as to the allocation of the \$750,000 amount described in this paragraph 26. The consideration provided by SCD for the APA Assets under the APA constitutes reasonably

equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act and all other applicable laws.

27. Upon Closing, Erickson Living Holdings, LLC ("ELH") shall be paid from the proceeds of the Sale an (i) expense reimbursement of \$350,000 and (ii) incentive payment of \$2,295,000 (8% of the difference between \$24 million and \$25.5 million, and to 15% of the difference between \$25.5 million and \$40 million) (collectively, the "ELH Payments"). ELH's bid of \$31.15 million for the APA Assets shall be and hereby is designated the "Back Up Bid" for the APA Assets. The Debtors are authorized, without further order from this Court, and ELH, by its receipt of the payments described in this paragraph 27, shall be bound, to consummate a sale of the APA Assets to ELH on the terms of the Back Up Bid in the event that the Sale Transaction is not consummated with SCD due to its inability or unwillingness to consummate the Sale Transaction. Wells Fargo Bank National Association, as indenture trustee, and U.S. Bank National Association, as indenture trustee, have reserved all rights as to the allocation of proceeds realized if the APA Assets are sold to ELH pursuant to the Back Up Bid.

28. Nothing contained in any order of any type or kind entered in these chapter 11 cases or any related proceeding subsequent to entry of this Order, nor in any chapter 11 plan confirmed in these chapter 11 cases, shall conflict with or derogate from the provisions of the APA or the terms of this Order. Further, the provisions of this Order and any actions taken pursuant hereto shall survive the entry of an order confirming any plan of reorganization or liquidation for the Debtors, the conversion of the Debtors' cases from chapter 11 to cases under chapter 7 of the Bankruptcy Code or the dismissal of the Debtors' bankruptcy cases.

29. To the extent, if any, anything contained in this Order conflicts with a provision in the APA, this Order shall govern and control.

30. SCD is purchasing the APA Assets in good faith and is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the protection of that provision. The consideration provided by SCD for the APA Assets is fair and reasonable, and the Sale may not be avoided under section 363(n) of the Bankruptcy Code.

31. This Court retains jurisdiction, even after conversion of these chapter 11 cases to cases under chapter 7, to (a) interpret, implement and enforce the terms and provisions of this Order (including any injunctive relief provided in this Order) and the terms of the APA, all amendments thereto and any waivers and consents thereunder and of each of the agreements executed in connection therewith; (b) protect SCD (and its successors, assigns, agents and representatives) and the APA Assets from and against any of the Claims and Encumbrances; (c) resolve any disputes arising under or related to the APA or the Sale Transaction; (d) adjudicate all issues concerning (alleged) pre-Closing Claims and Encumbrances and any other (alleged) interest(s) in and to the Debtors' assets, including the extent, validity, enforceability, priority and nature of all such (alleged) Claims and Encumbrances and any other (alleged) interest(s); and (e) adjudicate any and all issues and/or disputes relating to the Debtors' right, title or interest in the Debtors' assets, the Motion and/or the APA.

32. From and after the date hereof, the Debtors shall act in accordance with the terms of the APA and the Debtors, to the extent they have not already done so, shall execute the APA at or prior to Closing.

33. This Order constitutes an authorization of conduct by the Debtors and nothing contained herein shall be deemed to constitute a ruling with regard to the sovereign immunity of any state. The failure of any state to object to the entry of this Order shall not operate as a waiver with respect thereto.

34. This Order and the APA shall be binding in all respects upon all creditors (whether known or unknown) of the Debtors, all successors and assigns of SCD, the Debtors and their affiliates and subsidiaries, the Debtors' assets, and any subsequent trustees appointed in the Debtors' chapter 11 cases or in any chapter 7 case or upon (a) a conversion of these chapter 11 cases to cases under chapter 7 or (b) dismissal of the Debtors' bankruptcy cases.

35. The failure specifically to include any particular provisions of the APA in this Order shall not diminish or impair the efficacy of such provisions, it being the intent of the Court that the APA and each and every provision, term and condition thereof be, and therefore is, authorized and approved in its entirety.

36. The provisions of this Order are nonseverable and mutually dependent.

37. The automatic stay of section 362(a) of the Bankruptcy Code shall not apply to and otherwise shall not prevent the exercise or performance by any party of its rights or obligations under the APA, including, without limitation, with respect to any cash held in escrow pursuant to the provisions thereof.

38. This Sale Order shall take effect immediately and shall not be stayed pursuant to Bankruptcy Rules 6004(g), 6004(h), 6006(d), 7062, or otherwise.

###END ORDER###

EXHIBIT D
PLAN CONFIRMATION

[See Attached.]

ENTERED

TAWANA C. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET



The following constitutes the ruling of the court and has the force and effect therein described.

Henry H. C. Gammie
United States Bankruptcy Judge

Signed November 16, 2010

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	§	Case No. 10-34176
	§	
LINCOLNSHIRE CAMPUS, LLC, <i>et al</i> ¹	§	Chapter 11
	§	
Debtors.	§	Jointly Administered

**A M E N D E D FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER (I)
APPROVING THE DEBTORS' DISCLOSURE STATEMENT AND (II) CONFIRMING
THE DEBTORS' THIRD AMENDED JOINT PLAN OF REORGANIZATION UNDER
CHAPTER 11 OF THE BANKRUPTCY CODE²**

WHEREAS the above captioned debtors and debtors in possession (the "Debtors"), have jointly proposed and filed with the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Court") the Debtors' Third Amended Joint Plan of Reorganization

¹ The Debtors in these chapter 11 cases are (a) Lincolnshire Campus, LLC, Case No. 10-34176, (b) Naperville Campus, LLC, Case No. 10-34177, (c) Monarch Landing, Inc., Case No. 10-34179, and (d) Sedgebrook, Inc., Case No. 10-34178.

² This Order is identical to the prior Order [Dkt. No. 447] entered by the Court in this case but for inclusion of the exhibits referenced herein and attached hereto as Exhibits 1, 2, and 3.

Under Chapter 11 of the Bankruptcy Code, dated September 30, 2010 [Dkt. No. 345] (the "Plan")³ and (i) the Disclosure Statement For Debtors' Third Amended Joint Plan Under Chapter 11 of the Bankruptcy Code, dated September 30, 2010 and filed with the Court on September 30, 2010 (the "Disclosure Statement") [Dkt. No. 346], and (ii) appropriate ballots for voting on the Plan (the "Ballots"), having been duly transmitted to Holders of Claims in compliance with the procedures (the "Solicitation Procedures") as set forth in the Declaration of Balloting Agent Regarding Tabulation of Votes In Connection With The Debtor's Third Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, sworn to by Rosemarie J. Serrette at BMC Group, Inc. ("BMC"), and filed with the Court on November 9, 2010 ("Voting Certification") [Dkt No. 439]; and

WHEREAS the Court entered the Order Granting Emergency Motion for Conditional Approval of Disclosure Statement and Authorization to Solicit Acceptances of the Plan (the "Combined Hearing Order") [Dkt. No. 344], which, among other things, scheduled the hearing to consider approval of the Disclosure Statement and confirmation of the Plan (the "Combined Hearing"); and

WHEREAS due notice of the Combined Hearing has been given to Holders of Claims against the Debtors and other parties in interest in compliance with title 11 of the United States Code (the "Bankruptcy Code"), the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Combined Hearing Order, and the Solicitation Procedures, as established by the affidavits of service, mailing, and/or publication filed with the Court, including (1) the Certificate of Mailing, dated October 19, 2010 [Dkt. No. 378] and (2) Affidavit of Publication of Notice of (I) Conditional Approval of Disclosure Statement; (II) Hearing to Consider

³ All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

Confirmation of the Plan; (III) Deadline for Filing Objections to Confirmation of the Plan; and (IV) Deadline for Voting on the Plan [Dkt. No. 394] (collectively, the "Hearing Notice Affidavits"); and

WHEREAS such notice is sufficient under the circumstances and no further notice is required; and

NOW, THEREFORE, based upon the Court's consideration of the entire record of these Chapter 11 Cases and the Combined Hearing, including (A) the Disclosure Statement, the Plan, and the Voting Certification, (B) the Debtors' memorandum of law, dated November 9, 2010, in support of confirmation of the Plan [Dkt. No. 439], (C) the Declaration Paul Rundell in support of confirmation of the Plan, dated November 9, 2010 [Dkt. No. 437](the "Plan Confirmation Declaration"), (D) the Hearing Notice Affidavits, (E) the evidence presented at the November 10, 2010 hearing and (F) all objections to approval of the Disclosure Statement and confirmation of the Plan having been withdrawn, resolved, or otherwise overruled as set forth herein; and upon the arguments of counsel and the evidence adduced at the Combined Hearing; and the Court having found the Disclosure Statement shall be approved and the Plan should be confirmed as reflected by the Court's rulings made herein and at the Combined Hearing; and after due deliberation and sufficient cause appearing therefor, the Court hereby FINDS, DETERMINES, AND CONCLUDES that:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. Findings and Conclusions. The findings and conclusions set forth herein and in the record of the Combined Hearing constitute the Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute

conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction, Venue, Core Proceeding (28 U.S.C. §§ 157(b)(2), 1334(a)). The Court has jurisdiction over the Debtors' Chapter 11 Cases pursuant to 28 U.S.C. § 1334. Approval of the Disclosure Statement and confirmation of the Plan are core proceedings pursuant to 28 U.S.C. § 157(b) and this Court has jurisdiction to enter a final order with respect thereto. The Debtors are eligible debtors under section 109 of the Bankruptcy Code. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The Debtors are plan proponents in accordance with section 1121(a) of the Bankruptcy Code.

C. Chapter 11 Petitions. On June 15, 2010 (the "Petition Date"), each Debtor commenced with this Court a voluntary case under chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases"). The Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed pursuant to section 1104 of the Bankruptcy Code. On July 9, 2010, the Office of the United States Trustee appointed a Residents' Committee (the "Residents' Committee") in these cases. Further, the Debtors' cases are being jointly administered pursuant to Bankruptcy Rule 1015(b).

D. Judicial Notice. The Court takes judicial notice of the docket of the Chapter 11 Cases maintained by the Clerk of the Court, including all pleadings and other documents filed, all orders entered, and all evidence and arguments made, proffered, or adduced at the hearings held before the Court during the pendency of the Chapter 11 Cases.

E. Disclosure Statement. The Disclosure Statement contains adequate information within the meaning of Bankruptcy Code section 1125.

F. Combined Hearing Order Compliance. The Debtors have complied with the Combined Hearing Order in all respects.

G. Burden of Proof. The Debtors have the burden of proving the elements of sections 1129(a) and (b) of the Bankruptcy Code by a preponderance of the evidence. Each Debtor has met such burden.

H. Voting. As evidenced by the Voting Certification, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Northern District of Texas (the "Local Rules") and applicable nonbankruptcy law.

I. Solicitation. The Plan, the Disclosure Statement, the Ballots, and notice of the Combined Hearing, were transmitted and served in compliance with the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, the Local Rules, and the Combined Hearing Order. The forms of the Ballots adequately addressed the particular needs of these Chapter 11 Cases and were appropriate for Holders of Claims in the following Classes (the "Voting Classes") who are impaired under the Plan, may receive a distribution under the Plan, and, therefore, had their votes solicited: Monarch Secured Lender Claims (Class 3) and Sedgebrook Secured Lender Claims (Class 4).

1. The period during which the Debtors solicited acceptances to the Plan was reasonable in the circumstances of these Chapter 11 Cases and enabled Holders to make an informed decision to accept or reject the Plan. The Debtors were not required to solicit votes from the Holders of Claims in the following Classes (the "Deemed Accepting Classes") as each such Class is unimpaired under the Plan and conclusively presumed to have accepted the Plan: Secured Tax Claims (Class 1), Other Secured Claims and Capital Equipment Lessors (Class 5) and Unsecured Priority Claims (Class 6).

2. The Debtors also were not required to solicit votes from the Holders of Claims in the following Classes (the "Deemed Rejecting Classes") as such Classes

receive no recovery under the Plan and are deemed to reject the Plan: Unsecured Claims (Class 7), Subordinated Claims (Class 8) and Interests in Debtors (Class 9).

3. The Holders of Claims in Class 2 - Senior Mechanic's Lien Claims were deemed unimpaired under the Plan filed by the Debtors but, at the hearing held on November 10, 2010, the Court ruled that Class 2 was impaired and, based on the objections raised at the hearing, was deemed to have rejected the Plan.

4. As described in and as evidenced by the Voting Certification and the Hearing Notice Affidavits, the transmittal and service of the Plan, the Disclosure Statement, the Ballots, the notice of the Combined Hearing, and the publication of such notice of the Combined Hearing (all of the foregoing, the "Solicitation") was timely, adequate, and sufficient under the circumstances. The Solicitation of votes on the Plan complied with the Solicitation Procedures, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and any other applicable rules, laws, and regulations. In connection therewith, the Debtors, Senior Care Development, LLC or its designee(s) ("SCD"), Residents' Committee, the Bond Trustees and any and all affiliates, members, managers, shareholders, partners, employees, attorneys and advisors of the foregoing are entitled to the protection of section 1125(e) of the Bankruptcy Code.

J. Good Faith. Neither the Debtors nor SCD have engaged in any collusive or unfair conduct in connection with the stalking horse bid, Auction, APA, Plan or Disclosure Statement. The APA and Auction were negotiated and conducted at arms-length and without collusion with any person or entity, and resulted in substantial value being brought to these Estates. The purchase price provided for under the APA is fair and reasonable. SCD is a good faith purchaser within the meaning of the Bankruptcy Code and entitled to the protections afforded thereby.

K. Notice. As is evidenced by the Voting Certification and the Notice Affidavits, the transmittal and service of the Plan, the Disclosure Statement, and the Ballots were adequate and sufficient under the circumstances, and all parties required to be given notice of the Combined Hearing (including the deadline for filing and serving objections to confirmation of the Plan) have been given due, proper, timely, and adequate notice in accordance with the Combined Hearing Order and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local

Rules, and applicable nonbankruptcy law, and such parties have had an opportunity to appear and be heard with respect thereto. No other or further notice is required.

Compliance with the Requirements of Section 1129 of the Bankruptcy Code

L. Plan Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1)). The Plan complies with the applicable provisions of the Bankruptcy Code and, as required by Bankruptcy Rule 3016, the Plan is dated and identifies the Debtors as proponents, thereby satisfying section 1129(a)(1) of the Bankruptcy Code.

1. Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1)). In addition to Administrative Expense Claims and Priority Tax Claims, which need not be classified, Section 3 of the Plan classifies nine Classes of Claims and Interests for the Debtors. The Claims and Interests placed in each Class are substantially similar to other Claims and Interests, as the case may be, in each such Class. Valid business, factual, and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan, and such Classes do not unfairly discriminate between Holders of Claims and Interests. The Plan therefore satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

2. Specified Unimpaired Classes (11 U.S.C. § 1123(a)(2)). Pursuant to Section 3 of the Plan the following Classes are unimpaired under the Plan within the meaning of section 1124 of the Bankruptcy Code, thereby satisfying section 1123(a)(2) of the Bankruptcy Code: Secured Tax Claims (Class 1), Other Secured Claims and Capital Equipment Lessors (Class 5) and Unsecured Priority Claims (Class 6).

3. Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)). Section 3 of the Plan designates the following Classes as impaired within the meaning of section 1124 of the Bankruptcy Code and specifies the treatment of the Claims and Interests in those Classes, thereby satisfying section 1123(a)(3) of the Bankruptcy Code: Monarch Secured Lender Claims (Class 3), Sedgebrook Secured Lender Claims (Class 4), Unsecured Claims (Class 7), Subordinated Claims (Class 8) and Interests in Debtors (Class 9). Class 2, consisting of Senior Mechanics' Lien Claims, was previously designated as unimpaired under Bankruptcy Code section 1123(a)(2), but was deemed impaired as provided under Bankruptcy code section 1123(a)(3).

4. Same Treatment for Each Claim or Interest of Each Particular Class (11 U.S.C. § 1123(a)(4)). The Plan provides for the same treatment by the Debtors for each Claim or Interest in each respective Class unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment of such Claim or Interest, thereby satisfying section 1123(a)(4) of the Bankruptcy Code.

5. Implementation of the Plan (11 U.S.C. § 1123(a)(5)). The Plan provides adequate and proper means for the implementation of the Plan, thereby satisfying section

1123(a)(5) of the Bankruptcy Code, including the (i) authorization and issuance of all plan-related securities and documents, (ii) cancellation of existing securities and certain agreements of the Debtors, (iii) the appointment of a Plan Administrator with the powers specified in Section 4.9 of the Plan, (iv) specification of the obligations of any successor to the Debtors under the Plan; (v) consummation of the sale of the Debtors' assets as contemplated by the APA and approved by the Sale Order, and (vi) the engagement in other transactions in furtherance of the Plan.

6. Non-Voting Equity Securities/Allocation of Voting Power (11 U.S.C. § 1123(a)(6)). The Plan does not provide for the issuance of nonvoting equity securities, therefore section 1123(a)(6) of the Bankruptcy Code is not applicable.

7. Designation of Directors and Officers (11 U.S.C. § 1123(a)(7)). Section 7 of the Plan and the corresponding Plan Supplement contain provisions with respect to the manner of selection of the Plan Administrator that are consistent with the interests of creditors, equity security holders, and public policy, thereby satisfying section 1123(a)(7) of the Bankruptcy Code.

8. Impairment/Unimpairment of Classes of Claims and Interests (11 U.S.C. § 1123(b)(1)). As permitted by section 1123(b)(1) of the Bankruptcy Code, Section 3 of the Plan designates all impaired and unimpaired Classes, as modified by this Order.

9. Assumption and Rejection (11 U.S.C. § 1123(b)(2)). Section 8 of the Plan governs the assumption and rejection of executory contracts and unexpired leases and meets the requirements of section 365(b) of the Bankruptcy Code.

10. Additional Plan Provisions (11 U.S.C. § 1123(b)(6)). Each of the provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code.

11. Cure of Defaults (11 U.S.C. § 1123(d)). Section 8 of the Plan provides for the satisfaction of default claims associated with each executory contract and unexpired lease to be assumed pursuant to the Plan and APA in accordance with section 365(b)(1) of the Bankruptcy Code. Except to the extent that different treatment has been agreed to by the nondebtor party or parties to any executory contract or unexpired lease to be assumed pursuant to Section 8 of the Plan, the Debtors, after consultation with SCD, pursuant to the provisions of sections 1123(a)(5)(G) and 1123(b)(2) of the Bankruptcy Code and consistent with the requirements of section 365 of the Bankruptcy Code, have filed or will file, within sixty (60) days after the Asset Sale Closing Date, by separate motion in connection with the Asset Sale listing each executory contract or unexpired lease of the Debtors that the Debtors will assume and assign to SCD and the cure amounts related thereto. All cure amounts will be determined in accordance with the underlying agreements and applicable bankruptcy and nonbankruptcy laws. If there are any objections filed that cannot otherwise be resolved consensually among the relevant parties, the Court shall hold a hearing to adjudicate the dispute. The Debtors shall retain their right, with the consent of SCD, to reject any of their executory contracts or unexpired leases, including contracts or leases that are subject to a dispute concerning

amounts necessary to cure any defaults. Thus, the Plan complies with section 1123(d) of the Bankruptcy Code.

M. The Debtors' Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(2)).

The Debtors have complied with the applicable provisions of the Bankruptcy Code. Specifically:

1. Each of the Debtors is an eligible debtor under section 109 of the Bankruptcy Code;

2. The Debtors have complied with applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Bankruptcy Court; and

3. The Debtors have complied with the applicable provisions of the Bankruptcy Code, including sections 1125 and 1126(b), the Bankruptcy Rules, the Local Rules, applicable nonbankruptcy law, the Combined Hearing Order, and all other applicable law, in transmitting the Plan, the Disclosure Statement, the Ballots, and related documents and notices and in soliciting and tabulating the votes on the Plan.

N. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Plan (including the APA, and all documents necessary to effectuate the Plan) has been proposed in good faith and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code. Such good faith is evident from the facts and record of the Chapter 11 Cases, the Disclosure Statement, the Plan Confirmation Declaration, and the record of the Combined Hearing and other proceedings held in the Chapter 11 Cases. The Plan, which was developed after many months of analysis and negotiations involving numerous proposals, was proposed with the legitimate and honest purpose of maximizing the value of the Debtors' Estates and effectuating a successful reorganization of the Debtors. The Plan (including the APA and all documents necessary to effectuate the Plan) was developed and negotiated in good faith and at arms'-length among representatives of the Debtors, SCD, Bond Trustees and Residents' Committee. Further, the Plan's classification, indemnification, exculpation, release, and injunction provisions have been negotiated in good faith and at arms'-length, are consistent with sections 105, 1122, 1123(b)(6), 1123(b)(3)(A), 1129, and 1142 of the Bankruptcy Code and

applicable case law in the Fifth Circuit, and are each necessary for the Debtors' successful reorganization.

O. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). Any payment made or to be made by the Debtors for services or for costs and expenses of the Debtors' professionals in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been approved by, or is subject to the approval of, the Court as reasonable, thereby satisfying section 1129(a)(4) of the Bankruptcy Code.

P. Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)). The Debtors have complied with section 1129(a)(5) of the Bankruptcy Code. The identity and affiliations of the person proposed to serve as Plan Administrator after confirmation of the Plan has been fully disclosed to the extent such information is available, and the appointment of such persons is consistent with the interests of Holders of Claims against and Interests in the Debtors and with public policy.

Q. No Rate Changes (11 U.S.C. § 1129(a)(6)). After confirmation of the Plan, the Debtors' business will not involve rates established or approved by, or otherwise subject to, any governmental regulatory commission. Thus, section 1129(a)(6) of the Bankruptcy Code is satisfied.

R. Best Interest of Creditors (11 U.S.C. § 1129(a)(7)). The Plan satisfies section 1129(a)(7) of the Bankruptcy Code. The Plan Confirmation Declaration, the liquidation analysis provided in the Disclosure Statement, and the other evidence proffered or adduced at the Combined Hearing (i) are persuasive and credible, (ii) have not been controverted by other evidence, and (iii) establish that each Holder of an impaired Claim or Interest either has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Interest, property of

a value, as of the Effective Date, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

S. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). The Deemed Rejecting Classes are impaired by the Plan and are not entitled to receive or retain any property under the Plan and, therefore, are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Class 2 is also deemed to have rejected the Plan. As found and determined in paragraph BB below, pursuant to section 1129(b)(1) of the Bankruptcy Code, the Plan may be confirmed notwithstanding the fact that the Deemed Rejecting Classes and Class 2 are impaired and are deemed to have rejected the Plan. The remaining Classes accepted the Plan or are Deemed Accepting Classes.

T. Treatment of Administrative Expense Claims and Priority Tax Claims and Priority Claims (11 U.S.C. § 1129(a)(9)). The treatment of Allowed Administrative Expense Claims under Section 2.1 of the Plan satisfies the requirements of section 1129(a)(9)(A) of the Bankruptcy Code. The treatment of Priority Claims pursuant to Section 3.2.6 of the Plan satisfies the requirements of section 1129(a)(9)(B) of the Bankruptcy Code. The treatment of Priority Tax Claims pursuant to Section 2.2 of the Plan satisfies the requirements of section 1129(a)(9)(C) of the Bankruptcy Code.

U. Acceptance by Impaired Class (11 U.S.C. § 1129(a)(10)). Holders of Claims in the Voting Classes voted to accept the Plan, determined without including any acceptance of the Plan by any insider, thereby satisfying the requirements of section 1129(a)(10) of the Bankruptcy Code.

V. Feasibility (11 U.S.C. § 1129(a)(11)). The Plan liquidates the Debtors' remaining assets and distributes them to creditors pursuant to the Plan and Bankruptcy Code, thereby satisfying the requirements of section 1129(a)(11) of the Bankruptcy Code.

W. Payment of Fees (11 U.S.C. § 1129(a)(12)). The Plan provides that on the Effective Date, and thereafter as may be required, the Debtors or the Plan Administrator, as applicable, shall pay all fees payable pursuant to section 1930 of title 28 of the United States Code, thereby satisfying section 1129(a)(12) of the Bankruptcy Code.

X. Continuation of Retiree Benefits (11 U.S.C. § 1129(a)(13)). The Debtors do not maintain retirement plans or other benefits obligations other than a 401(k) plan (which is not being assumed). Accordingly, section 1129(a)(13) of the Bankruptcy Code is not applicable to the Plan.

Y. No Domestic Support Obligations (11 U.S.C. § 1129(a)(14)). The Debtors are not required by a judicial or administrative order, or by statute, to pay a domestic support obligation. Accordingly, section 1129(a)(14) of the Bankruptcy Code is inapplicable to the Chapter 11 Cases.

Z. Debtors Are Not Individuals (11 U.S.C. § 1129(a)(15)). The Debtors are not individuals, and accordingly, section 1129(a)(15) of the Bankruptcy Code is inapplicable to the Chapter 11 Cases.

AA. No Applicable Nonbankruptcy Law Regarding Transfers (11 U.S.C. § 1129(a)(16)). All transfers of property of the Plan with respect to Sedgebrook and Monarch Landing were made in accordance with any applicable provisions of nonbankruptcy law that govern the transfer of property by a corporation or trust that is not a moneyed, business, or commercial corporation or trust. Lincolnshire and Naperville are each a moneyed, business, or commercial corporation, and accordingly, section 1129(a)(16) of the Bankruptcy Code is inapplicable to their Chapter 11 Cases.

BB. Fair and Equitable; No Unfair Discrimination (11 U.S.C. § 1129(b)). Holders of Claims in the Deemed Rejecting Classes are deemed to have not accepted the Plan. Based upon

the evidence proffered, adduced, and presented by the Debtors in the Plan Confirmation Declaration and at the Combined Hearing, the Plan does not discriminate unfairly and is fair and equitable with respect to the aforementioned Classes, as required by sections 1129(b)(1) and (b)(2) of the Bankruptcy Code. Thus, the Plan may be confirmed notwithstanding the deemed rejection of the Plan by these Classes.

CC. Only One Plan (11 U.S.C. § 1129(c)). The Plan is the only plan filed in these cases, and accordingly, section 1129(c) of the Bankruptcy Code is inapplicable in the Chapter 11 Cases.

DD. Principal Purpose of the Plan (11 U.S.C. § 1129(d)). The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act, and no governmental entity has objected to the confirmation of the Plan on any such grounds. Therefore, the Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code.

EE. Modifications to the Plan. The modifications to the Plan pursuant to the Plan Supplement through the date hereof constitute changes that do not materially and adversely change the treatment of any other Claims or Interests. Accordingly, pursuant to Bankruptcy Rule 3019(a), these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code, nor do they require additional solicitation of the Plan.

FF. Good Faith Solicitation (11 U.S.C. § 1125(e)). Based on the record before the Court, the Plan Confirmation Declaration and the record of the Chapter 11 Cases, the Debtors, SCD, the Residents' Committee, Bond Trustees and their respective agents, successors, predecessors, control persons, members, officers, directors, employees and agents and their respective attorneys, financial advisors, investment bankers, accountants, and other professionals retained by such persons, to the extent applicable, (i) have acted in "good faith" within the

meaning of section 1125(e) of the Bankruptcy Code in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with all their respective activities relating to the solicitation of acceptances to the Plan and their participation in the activities described in section 1125 of the Bankruptcy Code and (ii) shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any securities under the Plan, and therefore are not, and on account of such offer, issuance and solicitation will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or the offer and issuance of the securities under the Plan, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and, to the extent such parties are listed therein, the release provisions set forth in Section 7.2 of the Plan and the Plan Supplement.

GG. Implementation. All documents necessary to implement the Plan, including those contained in the Plan Supplement, and all other relevant and necessary documents have been developed and negotiated in good faith and at arms'-length and shall, upon completion of documentation and execution, and subject to the occurrence of the Effective Date, be valid, binding, and enforceable agreements and not be in conflict with any federal or state law.

HH. Releases. The Court has jurisdiction under sections 1334(a) and (b) of title 28 of the United States Code to approve the releases set forth in Sections 7.2 and 7.3 and elsewhere in the Plan and Confirmation Order. Section 105(a) of the Bankruptcy Code permits approval of the releases set forth in Sections 7.2 and 7.3 and elsewhere in the Plan and Confirmation Order, because, as has been established here based upon the record in the Chapter 11 Cases and the evidence presented in the Plan Confirmation Declaration and at the Combined Hearing, such

provisions (i) were integral to the agreement among the various parties in interest and are essential to the formulation and implementation of the Plan, as provided in section 1123 of the Bankruptcy Code, (ii) confer substantial benefits on the Debtors' Estates, (iii) are fair, equitable, and reasonable, and (iv) are in the best interests of the Debtors, their Estates, and parties in interest.

II. Pursuant to section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019(a), the releases set forth in the Plan and implemented by this Confirmation Order are fair, equitable, reasonable, and in the best interests of the Debtors, and their Estates, creditors, and equity holders. The releases of non-Debtors under the Plan are fair to Holders of Claims and are necessary to the proposed reorganization, thereby satisfying the requirements of In re Wool Growers Cent. Storage Co., 371 B.R. 768, 777 (Bankr. N.D. Tex. 2007); see also In re Continental Airlines, Inc., 203 F.3d 203, 214 (3d Cir. 2000). Such releases are given in exchange for and are supported by fair, sufficient, and adequate consideration provided by each and all of the parties providing such releases. The Plan Confirmation Declaration and the record of the Combined Hearing and these Chapter 11 Cases are sufficient to support the releases provided for in Sections 7.2 and 7.3 of the Plan. Accordingly, based upon the record of the Chapter 11 Cases, the representations of the parties, and/or the evidence proffered, adduced, and/or presented in the Plan Confirmation Declaration and at the Combined Hearing, this Court finds that the releases set forth in Sections 7.2 and 7.3 of the Plan are consistent with the Bankruptcy Code and applicable law. The failure to implement the release provisions of the Plan would seriously impair the Debtors' ability to confirm the Plan.

II. Based on the foregoing, the Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND
DECREED THAT:

1. Findings of Fact and Conclusions of Law. The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as though fully set forth herein.
2. Notice of the Combined Hearing. Notice of the Combined Hearing complied with the terms of the Combined Hearing Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.
3. Disclosure Statement. The Disclosure Statement is approved as containing adequate information within the meaning of section 1125 of the Bankruptcy Code, and any objections to the adequacy of the information contained in the Disclosure Statement not otherwise consensually resolved are overruled.
4. Amendments to Plan. The modifications and amendments to the Plan through the date hereof, including modifications made pursuant to this Order, meet the requirements of sections 1127(a) and (c), such modifications do not materially and adversely affect the treatment of the Claim of any creditor or Interest holder within the meaning of Bankruptcy Rule 3019(a), and no further solicitation or voting is required.
5. Solicitation. The solicitation of votes on the Plan complied with the Solicitation Procedures, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and applicable nonbankruptcy law.

6. Ballots. The forms of Ballots annexed to the Voting Certification are in compliance with Bankruptcy Rule 3018(c), as modified, conform to Official Form Number 14, and are approved in all respects.

7. Solicitation/Offer of New Securities. Pursuant to section 1145 of the Bankruptcy Code, to the extent that the Debtors' solicitation of acceptances of the Plan is deemed to constitute an offer of new securities, the Debtors and SCD are exempt from the registration requirements of the Securities Act (and of any equivalent state securities or "blue sky" laws) with respect to such solicitation under section 4(2) of the Securities Act and Regulation D promulgated thereunder. Section 4(2) exempts from registration under the Securities Act all "transactions by an issuer not involving any public offering." 15 U.S.C. § 77d(2). SCD and the Debtors have complied with the requirements of section 4(2) of the Securities Act, as the solicitation of acceptances would constitute a private placement of securities.

8. Confirmation of the Plan. The Plan and each of its provisions shall be, and hereby are, approved and confirmed under section 1129 of the Bankruptcy Code. The documents contained in the Plan Supplement are authorized and approved. The terms of the Plan, including the Plan Supplement, are incorporated by reference into, and are an integral part of this Confirmation Order.

9. Objections Resolved or Overruled. Except as provided herein, all objections, responses, statements and comments, if any, in opposition to the Plan, other than those withdrawn with prejudice, waived, or settled prior to, or on the record at, the Combined Hearing, shall be, and hereby are, overruled in their entirety.

10. General Authorizations. The Plan was approved by the Board of Directors of each Debtor. Except to the extent provided in the APA, pursuant to the appropriate provisions of the corporate or business organizations law of the applicable state of organization of each

Debtor, and section 1142(b) of the Bankruptcy Code, no additional action of the respective directors or stockholders of the Debtors shall be required to authorize the Debtors to enter into, execute, deliver, file, adopt, amend, restate, consummate, or effectuate, as the case may be, the Plan and any contract, instrument, or other document to be executed, delivered, adopted or amended in connection with the implementation of the Plan.

11. Binding Effect. On the date of and following entry of this Confirmation Order and subject to the occurrence of the Effective Date, the provisions of the Plan shall bind the Debtors, the Plan Administrator, the Bond Trustees, all Holders of Claims and Interests of the Debtors (irrespective of whether such Claims or Interests are impaired under the Plan or whether the Holders of such Claims or Interests have accepted the Plan), any and all non-Debtor parties to executory contracts and unexpired leases with any of the Debtors, any other party in interest in the Chapter 11 Cases, and the respective heirs, executors, administrators, successors, or assigns, if any, of any of the foregoing.

12. Vesting of Assets. Except as otherwise provided in the Plan and APA, as of the Effective Date, pursuant to the provisions of Bankruptcy Code section 1141(b) and (c), all Assets shall vest in the Debtors free and clear of all Claims, liens, encumbrances, charges, membership interests and other interests, except as otherwise expressly provided in the Plan or this Confirmation Order, and subject to the terms and conditions of the Plan and this Confirmation Order. Notwithstanding the foregoing, the Monarch Bond Trustee and Sedgebrook Bond Trustee shall retain the liens granted by their respective Bond Documents and pursuant to the Sedgebrook Final Cash Collateral Order and Monarch Final Cash Collateral Order, as applicable; provided, however, for the avoidance of doubt, the Purchased Assets (as defined below) shall be transferred to SCD free and clear of all such liens as further provided in paragraph 14 below.

13. Implementation of the Plan. The Debtors and the Plan Administrator, as applicable, shall be authorized to execute, deliver, file, or record such documents, contracts, instruments, releases, and other agreements, including those contained in the Plan Supplement, and take such other actions as may be necessary to effectuate, implement, and further evidence the terms and conditions of the Plan, including all such actions delineated in Section 4 of the Plan. On the Effective Date, the Plan Administrator is authorized and empowered to issue, execute, file, and deliver or record such documents, contracts, instruments, releases and other agreements, including those contained in the Plan Supplement or contemplated by the Plan, in the name of and on behalf of the Plan Administrator, as applicable.

14. Asset Purchase. Pursuant to the Sale Order and the APA, effective on the Closing, SCD is acquiring substantially all of the assets of the Debtors (other than certain excluded assets, the "Purchased Assets") free and clear of all Claims, liens, encumbrances, charges, liabilities, and interests encumbering the Purchased Assets, including, but not limited to, those encumbrances set forth on Exhibit 1 attached hereto, but, however, excluding those encumbrances set forth on Exhibit 2 attached hereto and general real property taxes not due and payable. The provisions of the Sale Order and the APA and any actions taken pursuant hereto or thereto shall survive entry of any order which may be entered (a) confirming or consummating any plan of reorganization of the Debtors, such as this Confirmation Order, (b) converting the Debtors' cases from chapter 11 to chapter 7, (c) dismissing the Debtors' bankruptcy cases or (d) appointing a chapter 11 trustee or examiner, and the terms and provisions of the APA as well as the rights and interests granted pursuant to the Sale Order and the APA shall continue in this or any superseding case and shall be binding upon the Debtors, SCD, the Bond Trustees, and their respective successors and permitted assigns. Nothing contained in any order of any type or kind entered in these Chapter 11 Cases or any related proceeding subsequent to entry of the Sale

Order, nor in any chapter 11 plan confirmed in these Chapter 11 Cases, such as the Plan, shall conflict with or derogate from the provisions of the APA or the terms of the Sale Order.

15. Cancellation of Existing Securities and Agreements. Except (i) for purposes of evidencing a right to distributions under the Plan, (ii) with respect to executory contracts or unexpired leases that have been assumed by the Debtors, or (iii) as otherwise provided under the Plan, on the Effective Date, all the agreements and other documents evidencing the Claims or rights of any Holder of a Claim against the Debtors, including all lending and security agreements and encumbrances evidencing such Claims shall be cancelled with respect to the Debtors, but shall continue to govern the rights and obligations by and among third parties. In addition, (i) the Interests in the Debtors, and (ii) any options or warrants to purchase Interests in the Debtors, obligating the Debtors to issue, transfer, or sell Interests or any other capital stock of the Debtors, shall be cancelled.

16. Cancellation of Instruments. Except as otherwise provided in the Plan or this Confirmation Order, on the Effective Date, the Monarch Project Bonds and Sedgebrook Project Bonds shall be cancelled, and the Monarch Project Bonds and Sedgebrook Project Bonds and related Bond Documents shall continue in effect solely to the extent they relate to and are necessary to (i) allow applicable distributions pursuant to the Plan, (ii) permit each Bond Trustee to be compensated for fees and reimbursed for expenses including expenses of its professionals, assert its charging lien, enforce its indemnity and other rights and protections with respect to and pursuant to the Bond Documents, (iii) permit each Bond Trustee to set one or more record dates and distributions dates with respect to the distribution of funds to beneficial holders of the Monarch Project Bonds and Sedgebrook Project Bonds, as applicable, (iv) permit each Bond Trustee to appear in the Chapter 11 Cases, and (v) permit the applicable Bond Trustee to perform any functions that are necessary in connection with the foregoing clauses (i) through (iv).

17. Subordination. Except as otherwise expressly provided in the Plan, this Confirmation Order, or a separate order of this Court, the classification and manner of satisfying all Claims and Interests under the Plan takes into consideration all subordination rights, whether arising by contract or under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise.

18. Compromise of Controversies. In consideration for the distributions and other benefits, including releases, provided under the Plan, the provisions of the Plan constitute a good faith compromise and settlement of all Claims and controversies resolved under the Plan. Consideration for all such compromises, settlements and releases is adequate and the entry of this Confirmation Order constitutes approval of such compromise and settlement under Bankruptcy Rule 9019, subject to the provisions of the Plan.

19. Assumption or Rejection of Executory Contracts and Unexpired Leases. Pursuant to Section 8.1 of the Plan, except as otherwise provided in any contract, instrument, release, indenture, the Plan or other agreement or document entered into in connection with the Plan, as of the Effective Date, all executory contracts and unexpired leases to which any of the Debtors are parties are hereby rejected as of the Effective Date except for an executory contract or unexpired lease that (i) previously has been assumed pursuant to Final Order of the Bankruptcy Court, (ii) is specifically designated as an executory contract or unexpired lease to be assumed as part of the Asset Sale by the 60th day following the Asset Sale Closing, or (iii) is the subject of a separate assumption motion or stipulation filed by the Debtors under section 365 of the Bankruptcy Code prior to the Effective Date. Such contract and lease assumptions or rejections are hereby approved as of the 60th day following the Asset Sale Closing pursuant to sections 365(b) and 1123(b) of the Bankruptcy Code and all objections, other than as provided herein, are overruled.

20. Assignment of Executory Contracts or Unexpired Leases. Pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, the Debtors and Plan Administrator, as applicable, may transfer and assign any of their executory contracts or unexpired leases that have not been rejected to SCD without any further act, authority, or notice subject to the unqualified right of SCD to refuse such transfer or assignment. Any executory contract or unexpired lease so transferred and assigned shall remain in full force and effect for the benefit of the transferee or assignee in accordance with its terms, notwithstanding any provision in such executory contract or unexpired lease (including those of the type described in sections 365(b)(2) of the Bankruptcy Code) that prohibits, restricts, or conditions such transfer or assignment. Any provision that prohibits, restricts, or conditions the assignment or transfer by the Debtors or Plan Administrator, as applicable, of any such executory contract or unexpired lease or that terminates or modifies such executory contract or unexpired lease or allows the counterparty to such executory contract or unexpired lease to terminate, modify, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon any such transfer and assignment constitutes an unenforceable anti-assignment provision and is void and of no force or effect. The stay under Bankruptcy Rule 6006(d) is hereby waived, and the terms and conditions of this Confirmation Order shall be immediately effective and enforceable upon its entry.

21. Conditions to Effective Date. The Plan shall not become effective unless and until the conditions set forth in Section 6.4 of the Plan and in this Confirmation Order have been satisfied or waived pursuant to Section 6.2 of the Plan. In the event that one or more of the conditions specified in Section 6.4 of the Plan have not been satisfied or waived in accordance with Section 6.2 of the Plan, (i) the Confirmation Order shall be vacated, (ii) no distributions under the Plan shall be made, (iii) the Debtors and all Holders of Claims and Interests shall be restored to the status quo ante as of the day immediately preceding the Plan Confirmation Date

as though the Plan Confirmation Date never occurred, and (iv) all of the Debtors' obligations with respect to Claims and Interests shall remain unchanged and nothing contained in the Plan or in the Confirmation Order shall constitute or be deemed a waiver or release of any Claims or Interests by or against the Debtors or any other person or to prejudice in any manner the rights of the Debtors or any person in any further proceedings involving the Debtors or otherwise.

22. Professional Compensation. Except as provided in the Plan, all entities seeking awards by the Court of compensation for services rendered or reimbursement of expenses incurred through and including the Plan Confirmation Date (i) shall provide the Debtors with estimates of all fees and disbursements that will be incurred by each Professional up to and including the Effective Date, which estimates shall be updated by an additional estimate provided to the Debtors one (1) Business Day prior to the Effective Date, (ii) shall file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred by the date that is thirty (30) days after the Effective Date, (iii) shall be paid in full from the Professional Fee Reserve in such amounts as are allowed by the Bankruptcy Court (A) upon the later of (i) the Effective Date, and (ii) the date upon which the order relating to any such Allowed Administrative Expense Claim is entered, or (B) upon such other terms as may be mutually agreed upon between the Holder of such an Allowed Administrative Expense Claim and the Debtors.

23. Post-Effective Date Professional Fee Reserve. A reserve shall be created on the Asset Sale Closing Date or Effective Date, whichever is earlier, by the Debtors and held by an escrow agent representing Cash designated for the payment of Professionals and Allowed Fee Claims that accrue after the Effective Date.

24. Releases. Except as otherwise specifically provided in the Plan, (a) the Debtors, (b) the Purchaser, (c) the Residents' Committee and (d) the Bond Trustees, together with their

respective current and prior officers, members and directors and their respective agents, counsel and advisors (all in their respective capacities as such with respect to the Debtors and in no other capacity) (collectively, the "Plan Releasees"), are released and discharged from any and all claims, obligations, rights, causes of action and liabilities relating to the Debtors, these Chapter 11 Cases, the formulation, negotiation, preparation, confirmation, implementation and administration of the Plan or any consent, action, omission, transaction or business dealing from and after the Petition Date and prior to the Effective Date; provided, however, that the Plan Releasees shall not be released from claims arising under (a) the Internal Revenue Code, or any state, city or municipal tax code; (b) the environmental laws of the United States, any state, city or municipality; (c) any criminal laws of the United States, any state, city or municipality; (d) the Plan; or (e) actions related to willful misconduct, gross negligence, misuse of confidential information that causes damages and ultra vires acts. Any of the foregoing parties in all respects shall be entitled to rely on the advice of counsel with respect to any of the foregoing. With respect to Plan Releasees that are attorney Professionals, such Professionals shall not be released from any violations of the Code of Professional Responsibility. From and after the Effective Date, except as otherwise provided under this section, all holders of Claims or membership and other interests in the Debtors shall be permanently enjoined from commencing or continuing in any manner any suit, action or other proceeding, on account of or respecting, any Claim or membership or other interest in the Debtors. Notwithstanding the above, and subject in all respects to the Sale Order, neither the foregoing terms nor any other provision of the Plan or any order on the Plan shall release or in any manner limit any right or claims by any Bond Trustee or beneficial bondholder against any party not a Plan Releasee together with such parties' respective current and prior officers, members and directors and their respective agents, counsel and advisors based on obligations under or relating to any Bond Documents.

25. Releases By the Debtors and Holders of Claims. Except as otherwise specifically provided by the Plan, for good and valuable consideration, including the services and agreements to facilitate the expeditious reorganization of the Debtors, the implementation of the restructuring contemplated by the Plan, on and after the Effective Date, the Plan Releasees shall be deemed released by the Debtors, the Plan Administrator and holders of Claims and membership and other interests in the Debtors from any and all claims, obligations, rights, suits and causes of action whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that the Debtors, the Estates or such Person or entity would have been entitled to assert whether directly, indirectly, derivative or otherwise, based in whole or in part upon any action, omission, transaction, agreement, event, conduct or other occurrence taking place on or before the Effective Date in any way relating or pertaining to or dealings in connection with the Debtors, their officers (in their capacity as such), directors (in their capacity as such), members (in their capacity as such) and shareholders (in their capacity as such), the Estates or these Chapter 11 Cases; provided, however, that nothing in this section shall constitute a release of any party from Claims arising under (a) the Internal Revenue Code, or any state, city or municipal tax code; (b) the environmental laws of the United States, any state, city or municipality; (c) any criminal laws of the United States, any state, city or municipality; and (d) actions related to willful misconduct, gross negligence, misuse of confidential information that causes damages and ultra vires acts. With respect to releases of attorney professionals, such professionals shall not be released from any violations of the Code of Professional Responsibility. Notwithstanding, the terms of the releases in paragraphs 24 and 25 herein and the Plan, nothing herein or in the Plan shall be deemed a release of any party to the APA from the obligations or claims arising from the Asset Sale, the APA or the Sale Order.

26. Binding Release Provision. All release provisions embodied in the Plan, including but not limited to those contained in Section 7 of the Plan, are approved and shall be effective and binding on all persons and entities, to the extent provided therein.

27. Term of Injunctions or Stays. Pursuant to Sections 12.3 and 12.4 of the Plan, unless otherwise provided, all injunctions or stays arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Plan Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay. Upon the entry of the Confirmation Order, all Holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan.

28. Payment of Statutory Fees. All fees payable pursuant to section 1930 of title 28 of the United States Code shall be paid on the Effective Date and thereafter as may be required.

29. Reversal/Stay/Modification/Vacatur of Confirmation Order. Except as otherwise provided in this Confirmation Order, if any or all of the provisions of this Confirmation Order are hereafter reversed, modified, vacated, or stayed by subsequent order of this Court or any other court, such reversal, stay, modification, or vacatur shall not affect the validity or enforceability of any act, obligation, indebtedness, liability, priority, or lien incurred or undertaken by the Debtors or the Plan Administrator, as applicable, pursuant to the Plan and the Confirmation Order prior to the effective date of such reversal, stay, modification, or vacatur. Notwithstanding any such reversal, stay, modification, or vacatur of the Confirmation Order, any such act or obligation incurred or undertaken pursuant to, or in reliance on, the Confirmation Order prior to the effective date of such reversal, stay, modification, or vacatur shall be governed

in all respects by the provisions of the Confirmation Order and the Plan or any amendments or modifications thereto. The Debtors or the Plan Administrator, as applicable, at any time may request that the Bankruptcy Court estimate any Contingent Claim or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether an objection was previously filed with the Bankruptcy Court with respect to such Claim, or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to such objection. Notwithstanding the foregoing, all Allowed Claims under the Plan shall be deemed Allowed and not subject to further challenge.

30. Retention of Jurisdiction. Notwithstanding the entry of this Confirmation Order or the occurrence of the Effective Date, pursuant to Section 7 of the Plan and sections 105 and 1142 of the Bankruptcy Code, this Court shall retain exclusive jurisdiction over all matters arising in, arising under, and related to the Chapter 11 Cases to the fullest extent as is legally permissible.

31. Exemption from Certain Taxes. Pursuant to section 1146(a) of the Bankruptcy Code, all transactions, including the transfers described herein pursuant to the APA and the Sale Order, and the delivery and recordation of any instrument, under, in furtherance of, or in connection with the Plan shall not be subject to any stamp tax, real estate transfer tax or similar transfer fee or tax.

32. Modifications. The Plan may be amended, modified, or supplemented by the Debtors or the Plan Administrator, as applicable, in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law without additional disclosure pursuant to section 1125 of the Bankruptcy Code, subject to the terms of the APA, the Plan, and this

Confirmation Order. In addition, after the Plan Confirmation Date and subject to the terms of the APA, the Debtors may institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in the Plan or this Confirmation Order, with respect to such matters as may be necessary to carry out the purposes and effects of the Plan. Further, subject to the terms of the APA, prior to the Effective Date, the Debtors may make appropriate technical adjustments and modifications to the Plan without further order or approval of the Court.

33. Provisions of Plan and Confirmation Order Nonseverable and Mutually Dependent. The provisions of the Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are nonseverable and mutually dependent.

34. Governing Law. Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an exhibit to the Plan or Plan Supplement provides otherwise, the rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland, without giving effect to the principles of conflict of laws thereof.

35. Applicable Nonbankruptcy Law. Pursuant to section 1123(a) and 1142(a) of the Bankruptcy Code, the provisions of this Confirmation Order, the Plan and related documents or any amendments or modifications thereto shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

36. Documents and Instruments. Each federal, state, commonwealth, local, foreign, or other governmental agency is hereby authorized to accept any and all documents and instruments necessary or appropriate to effectuate, implement or consummate the transactions contemplated by the Plan and this Confirmation Order.

37. Governmental Approvals Not Required. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or other governmental authority with respect to the implementation or consummation of the Plan and Disclosure Statement, any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan and the Disclosure Statement.

38. Notice of Confirmation Order and Occurrence of Effective Date. In accordance with Bankruptcy Rules 2002 and 3020(c), within 10 days after the Effective Date, the Debtors shall serve notice of the entry of this Confirmation Order and the occurrence of the Effective Date, substantially in the form annexed hereto as Exhibit 3, to all parties who hold a Claim or Interest in these cases, including the United States Trustee. Such notice is hereby approved in all respects and shall be deemed good and sufficient notice of entry of this Confirmation Order and the occurrence of the Effective Date.

39. Substantial Consummation. On the Effective Date and upon completion of the distributions to the Bond Trustees at the Closing as contemplated under the Plan, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127 of the Bankruptcy Code.

40. Waiver of Stay. The stay of this Confirmation Order provided by any Bankruptcy Rule (including, without limitation, Bankruptcy Rules 3020(e), 6004(h), and 6006(d)), whether for ten (10) days or otherwise, is hereby waived, and this Confirmation Order shall be effective and enforceable immediately upon its entry by the Court.

41. Inconsistency. To the extent of any inconsistency between this Confirmation Order and the Plan, this Confirmation Order shall govern.

42. No Waiver. The failure to specifically include any particular provision of the Plan in this Confirmation Order shall not diminish the effectiveness of such provision nor constitute a waiver thereof, it being the intent of this Court that the Plan is confirmed in its entirety and incorporated herein by this reference.

Resolution of Objections and Comments

43. SSA Bonds. Nothing in the Plan or this Order shall alter the terms of paragraphs 15, 16 and 17 of the Sale Order, which provisions remain enforceable according to the terms.

44. Available Cash. For the avoidance of doubt, the definition of Available Cash in Section 1.15 of the Plan means the Debtors' "Cash on hand" as of the Effective Date and thereafter but explicitly excludes IEDs.

45. Releases. Notwithstanding anything to the contrary in the Plan or this Order, the releases provided in Article 7 of the Plan and paragraphs 24 and 25 of this Order shall not extend to any claims or counterclaims asserted in the adversary proceeding captioned, Lincolnshire Campus, LLC and Sedgebrook Inc. v. Alumital Corp et al., Adv. Pro. No. 10-03296, by any of the parties therein, or to any claims or causes of action against the Sedgebrook Bond Trustee owned or held by any Class 2 creditor, whether currently asserted or unasserted.

End of Order

EXHIBIT I

LINCOLNSHIRE/SEDGEBROOK
LIENS TO BE EXTINGUISHED

- A. FEE AND LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING DATED AS OF AUGUST 1, 2007 AND RECORDED AUGUST 27, 2007 AS DOCUMENT NO. 6233812, MADE BY SEDGEBROOK, INC., AND LINCOLNSHIRE CAMPUS, LLC, (MORTGAGORS), TO ILLINOIS FINANCE AUTHORITY, TO SECURE NOTES IN THE AGGREGATE AMOUNT OF \$137,145,000.00.

ASSIGNMENT OF FEE AND LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING BY ILLINOIS FINANCE AUTHORITY TO MANUFACTURERS AND TRADERS TRUST COMPANY BY INSTRUMENT RECORDED AUGUST 27, 2007 AS DOCUMENT 6233813.

ASSIGNMENT OF FEE AND LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING BY MANUFACTURERS AND TRADERS TRUST COMPANY TO U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, BY INSTRUMENT RECORDED MARCH 8, 2010 AS DOCUMENT 6580717.

- B. MORTGAGE AND SECURITY AGREEMENT (COMMUNITY LOAN MORTGAGE) DATED MAY 12, 2004 AND RECORDED MAY 21, 2004 AS DOCUMENT NO. 5564883 MADE BY LINCOLNSHIRE CAMPUS, LLC, A MARYLAND LIMITED LIABILITY COMPANY TO SEDGEBROOK, INC., A MARYLAND CORPORATION TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$500,000,000.00.

FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (COMMUNITY LOAN MORTGAGE) DATED AUGUST 1, 2007 AND RECORDED AUGUST 27, 2007 AS DOCUMENT NO. 6233814 BY AND BETWEEN LINCOLNSHIRE CAMPUS, LLC AND SEDGEBROOK, INC.

ASSIGNMENT OF COMMUNITY MORTGAGE DATED MAY 12, 2004 AND RECORDED MAY 21, 2004 AS DOCUMENT NO. 5564884, BY SEDGEBROOK, INC., A NON-PROFIT MARYLAND CORPORATION, TO MERCANTILE SAFE DEPOSIT AND TRUST COMPANY.

TERMINATION OF ASSIGNMENT OF COMMUNITY MORTGAGE DATED AUGUST 17, 2007 AND RECORDED AUGUST 27, 2007 AS DOCUMENT NO. 6233807, BY MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, TO SEDGEBROOK, INC.

ASSIGNMENT OF COMMUNITY MORTGAGE DATED AUGUST 1, 2007 AND RECORDED AUGUST 27, 2007 AS DOCUMENT NO. 6233815, BY SEDGEBROOK, INC., A MARYLAND NON-STOCK CORPORATION, TO MANUFACTURERS AND TRADERS TRUST COMPANY, BOND TRUSTEE.

LINCOLNSHIRE SUBORDINATION AGREEMENT DATED AUGUST 1, 2007 AND RECORDED AUGUST 27, 2007 AS DOCUMENT 6233830, BY AND BETWEEN MANUFACTURERS AND TRADERS TRUST COMPANY, SEDGEBROOK, INC., AND LINCOLNSHIRE CAMPUS, LLC.

- C. SECURITY INTEREST OF LINCOLNSHIRE CAMPUS, LLC, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT NAMING SEDGEBROOK, INC., AS DEBTOR, AND RECORDED MAY 21, 2004 AS DOCUMENT NO. 5564881.

ASSIGNED TO MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY BY ASSIGNMENT RECORDED MAY 21, 2004 AS DOCUMENT 5564882 AND FILED AS DOCUMENT NO. 9714554.

ASSIGNED TO LINCOLNSHIRE CAMPUS, LLC BY ASSIGNMENT RECORDED AUGUST 27, 2007 AS DOCUMENT 6233803.

ASSIGNED TO MANUFACTURERS AND TRADERS TRUST COMPANY, AS TRUSTEE, BY ASSIGNMENT RECORDED AUGUST 27, 2007 AS DOCUMENT 6233820.

- D. MORTGAGE AND SECURITY AGREEMENT (PURCHASE DEPOSIT MORTGAGE) DATED AUGUST 1, 2007 AND RECORDED AUGUST 27, 2007 AS DOCUMENT NO. 6233817 MADE BY LINCOLNSHIRE CAMPUS, LLC TO SEDGEBROOK, INC., TO SECURE THE OBLIGATIONS THEREIN.
- E. SECURITY INTEREST OF SEDGEBROOK, INC., SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT NAMING MANUFACTURERS AND TRADERS TRUST COMPANY AS DEBTOR AND RECORDED AUGUST 27, 2007 AS DOCUMENT NO. 6233818.
- F. SECURITY INTEREST OF MANUFACTURERS AND TRADERS TRUST COMPANY, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT NAMING LINCOLNSHIRE CAMPUS, LLC AS DEBTOR AND RECORDED AUGUST 27, 2007 AS DOCUMENT NO. 6233819.
- G. LEASE MADE BY LINCOLNSHIRE CAMPUS, LLC, A MARYLAND CORPORATION, TO SEDGEBROOK, INC., A MARYLAND CORPORATION, DATED MAY 12, 2004, A MEMORANDUM OF WHICH WAS RECORDED MAY 21, 2004 AS DOCUMENT NO. 5564885, DEMISING THE LAND FOR A TERM OF YEARS BEGINNING MAY 12, 2004, AND ALL RIGHTS THEREUNDER OF, AND

ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSEE.

- H. MEMORANDUM OF PURCHASE OPTION AGREEMENT DATED AUGUST 1, 2007 AND RECORDED AUGUST 27, 2007 AS DOCUMENT 6233816, WHEREIN LINCOLNSHIRE CAMPUS, LLC GRANTED AN OPTION TO PURCHASE TO SEDGEBROOK, INC.
- I. MECHANICS LIEN CLAIM IN FAVOR OF MIDWEST ECOLOGICAL SERVICES, INC., AGAINST LINCOLNSHIRE CAMPUS, LLC, WALSH LANDSCAPE CONSTRUCTION, INC., MANUFACTURERS AND TRADERS TRUST COMPANY, AND SEDGEBROOK, INC., RECORDED JULY 24, 2008 AS DOCUMENT NUMBER 6374190 IN THE AMOUNT OF \$12,434.03.

NOTE: LIEN BOND RECORDED JANUARY 26, 2009 AS DOCUMENT NO. 6428875.
- J. MECHANICS LIEN CLAIM IN FAVOR OF ILLINOIS MINING CORPORATION AGAINST CNL RETIREMENT ER5, LP DATED SEPTEMBER 16, 2008 AND RECORDED SEPTEMBER 16, 2008 AS DOCUMENT NUMBER 6391317 IN THE AMOUNT OF \$7,786.29.
- K. MECHANICS LIEN CLAIM IN FAVOR OF SOUTH SHORE IRON WORK'S INC., AGAINST LINCOLNSHIRE CAMPUS LLC, SEDGEBROOK, INC., AND MANUFACTURERS AND TRADERS TRUST COMPANY, AS BOND TRUSTEE, RECORDED MAY 22, 2009 AS DOCUMENT NUMBER 6476255 IN THE AMOUNT OF \$208,163.10.
- L. MECHANICS LIEN CLAIM IN FAVOR OF SERVICE DRYWALL & DECORATING, INC., AGAINST WELCH DRYWALL CO., A SUBCONTRACTOR OF ERICKSON CONSTRUCTION LLC, LINCOLNSHIRE CAMPUS LLC, SEDGEBROOK, INC., AND MANUFACTURERS AND TRADERS TRUST COMPANY, AS BOND TRUSTEE RECORDED JUNE 19, 2009 AS DOCUMENT NUMBER 6487640 IN THE AMOUNT OF \$168,133.32.
- M. MECHANICS LIEN CLAIM IN FAVOR OF CAIN MILL WORK INC., AGAINST ERICKSON CONSTRUCTION LLC, LINCOLNSHIRE CAMPUS LLC AND SEDGEBROOK, INC., RECORDED JUNE 25, 2009 AS DOCUMENT NUMBER 6490148 IN THE AMOUNT OF \$128,112.00.
- N. MECHANICS LIEN CLAIM IN FAVOR OF COMMERCIAL CARPET CONSULTANTS, INC., AGAINST LINCOLNSHIRE CAMPUS LLC, SEDGEBROOK INC., MANUFACTURERS AND TRADERS TRUST COMPANY, AS BOND TRUSTEE AND ERICKSON CONSTRUCTION LLC RECORDED JUNE 25, 2009 AS DOCUMENT NUMBER 6490306 IN THE AMOUNT OF \$242,819.23.

- O. MECHANICS LIEN CLAIM IN FAVOR OF SUPERIOR TRUSS & PANEL INC., AGAINST LINCOLNSHIRE CAMPUS LLC, ERICKSON CONSTRUCTION LLC, ERICKSON GROUP LLC, ERICKSON RETIREMENT COMMUNITIES LLC AND ICE HOLDING CORP., RECORDED JUNE 30, 2009 AS DOCUMENT NUMBER 6491828 IN THE AMOUNT OF \$48,528.00.
- P. MECHANICS LIEN CLAIM IN FAVOR OF SHERMAN MECHANICAL, INC., AGAINST LINCOLNSHIRE CAMPUS LLC, SEDGEBROOK, INC., MANUFACTURERS AND TRADERS TRUST COMPANY, AS BOND TRUSTEE, AND ERICKSON CONSTRUCTION LLC RECORDED JULY 7, 2009 AS DOCUMENT NUMBER 6493803 IN THE AMOUNT OF \$268,512.50.
- Q. MECHANICS LIEN CLAIM IN FAVOR OF WELCH DRYWALL CO., AGAINST LINCOLNSHIRE CAMPUS LLC, SEDGEBROOK, INC., MANUFACTURERS AND TRADERS TRUST COMPANY, AS BOND TRUSTEE, AND ERICKSON CONSTRUCTION LLC RECORDED JULY 16, 2009 AS DOCUMENT NUMBER 6498833 IN THE AMOUNT OF \$323,739.24.
- R. MECHANICS LIEN CLAIM IN FAVOR OF BECKER ELECTRICAL GROUP, A/K/A SPEAKER ELECTRIC, INC., AGAINST ERICKSON CONSTRUCTION LLC, LINCOLNSHIRE CAMPUS LLC AND MANUFACTURERS & TRADERS TRUST CO., RECORDED JULY 29, 2009 AS DOCUMENT NUMBER 6504790 IN THE AMOUNT OF \$591,305.97.
- S. MECHANICS LIEN CLAIM IN FAVOR OF WESTSIDE MECHANICAL GROUP, INC., F/K/A WESTSIDE MECHANICAL, INC., AGAINST LINCOLNSHIRE CAMPUS LLC, ERICKSON RETIREMENT COMMUNITIES LLC, SEDGEBROOK INC., AND ERICKSON CONSTRUCTION LLC RECORDED AUGUST 4, 2009 AS DOCUMENT NUMBER 6506700 IN THE AMOUNT OF \$498,569.60.
- T. MECHANICS LIEN CLAIM IN FAVOR OF STREICH CORPORATION AGAINST LINCOLNSHIRE CAMPUS LLC, SEDGEBROOK INC., MANUFACTURERS AND TRADERS TRUST COMPANY, AS BOND TRUSTEE, AND ERICKSON CONSTRUCTION LLC RECORDED AUGUST 5, 2009 AS DOCUMENT NUMBER 6507180 IN THE AMOUNT OF \$30,646.62.
- U. MECHANICS LIEN CLAIM IN FAVOR OF PRATE INSTALLATIONS INC., AGAINST LINCOLNSHIRE CAMPUS LLC, SEDGEBROOK INC., MANUFACTURERS AND TRADERS TRUST COMPANY, AND ERICKSON CONSTRUCTION LLC RECORDED AUGUST 11, 2009 AS DOCUMENT NUMBER 6508871 IN THE AMOUNT OF \$205,857.38.
- V. MECHANICS LIEN CLAIM IN FAVOR OF ASCHER BROTHERS CO., INC. AGAINST LINCOLNSHIRE CAMPUS, LLC ET AL. RECORDED AUGUST 3, 2009 AS DOCUMENT NUMBER 6505975 IN THE AMOUNT OF \$169,895.03.

- W. MECHANICS LIEN CLAIM IN FAVOR OF JUST RITE ACOUSTICS, INC. AGAINST LINCOLNSHIRE CAMPUS, LLC ET AL. RECORDED AUGUST 21, 2009 AS DOCUMENT NUMBER 6513490 IN THE AMOUNT OF \$53,400.00.
- X. MECHANICS LIEN CLAIM IN FAVOR OF M.G.T. TRUCKING & EXCAVATING, INC. AGAINST LINCOLNSHIRE CAMPUS, LLC ET AL. RECORDED AUGUST 28, 2009 AS DOCUMENT NUMBER 6516034 IN THE AMOUNT OF \$12,963.25.
- Y. MECHANICS LIEN CLAIM IN FAVOR OF MITCH'S GREEN THUMB LANDSCAPING CORP. AGAINST LINCOLNSHIRE CAMPUS, LLC ET AL. RECORDED AUGUST 28, 2009 AS DOCUMENT NUMBER 6516035 IN THE AMOUNT OF \$60,374.30.
- Z. MECHANICS LIEN CLAIM IN FAVOR OF M.G.T. TRUCKING & EXCAVATING, INC. AGAINST LINCOLNSHIRE CAMPUS, LLC ET AL. RECORDED AUGUST 28, 2009 AS DOCUMENT NUMBER 6516056 IN THE AMOUNT OF \$22,578.53.
- AA. MECHANICS LIEN CLAIM IN FAVOR OF ANAGNOS DOOR CO., INC. AGAINST LINCOLNSHIRE CAMPUS, LLC ET AL. RECORDED AUGUST 28, 2009 AS DOCUMENT NUMBER 6516232 IN THE AMOUNT OF \$6,074.20.
- BB. PROCEEDING PENDING IN CIRCUIT COURT AS CASE NUMBER 09CH 3289 FILED AUGUST 14, 2009 BY WESTSIDE MECHANICAL GROUP, INC. AGAINST ERICKSON CONSTRUCTION LLC FOR FORECLOSURE OF MECHANICS LIEN RECORDED AS DOCUMENT NUMBER 6506700.
- CC. CASES 09 CH 3617, 09 CH 4156, AND 09 CH 4405 HAVE BEEN CONSOLIDATED WITH CASE 09 CH 3289 AS DISCLOSED BY LIS PENDENS NOTICE RECORDED JUNE 10, 2010 AS DOCUMENT NUMBER 6610968.
- DD. MECHANICS LIEN CLAIM IN FAVOR OF ILLINI HARDWARE CORPORATION AGAINST ERICKSON CONSTRUCTION, LLC AND LINCOLNSHIRE CAMPUS, LLC RECORDED SEPTEMBER 9, 2009 AS DOCUMENT NUMBER 6519197 IN THE AMOUNT OF \$28,131.00.
- EE. MECHANICS LIEN CLAIM IN FAVOR OF ILLINI HARDWARE CORPORATION AGAINST ERICKSON CONSTRUCTION, LLC AND LINCOLNSHIRE CAMPUS, LLC RECORDED SEPTEMBER 9, 2009 AS DOCUMENT NUMBER 6519198 IN THE AMOUNT OF \$14,987.00.
- FF. MECHANICS LIEN CLAIM IN FAVOR OF GLANDER PAVING COMPANY AGAINST ERICKSON CONSTRUCTION, LLC, LINCOLNSHIRE CAMPUS, LLC, ET AL. RECORDED SEPTEMBER 21, 2009 AS DOCUMENT NUMBER 6523855 IN THE AMOUNT OF \$17,325.20.
- GG. MECHANICS LIEN CLAIM IN FAVOR OF GLANDER PAVING COMPANY AGAINST ERICKSON CONSTRUCTION, LLC, LINCOLNSHIRE CAMPUS, LLC,

ET AL. RECORDED SEPTEMBER 21, 2009 AS DOCUMENT NUMBER 6523856 IN THE AMOUNT OF \$5,770.00.

- HH. MECHANICS LIEN CLAIM IN FAVOR OF K-TECH BUSINESS SYSTEMS, INC. D/B/A K-TECH, INC. AGAINST ERICKSON CONSTRUCTION, LLC, LINCOLNSHIRE CAMPUS, LLC, ET AL. RECORDED SEPTEMBER 21, 2009 AS DOCUMENT NUMBER 6523857 IN THE AMOUNT OF \$58,659.00.
- II. MECHANICS LIEN CLAIM IN FAVOR OF VALLEY FIRE PROTECTION SYSTEMS, LLC, AGAINST ERICKSON CONSTRUCTION, LLC, LINCOLNSHIRE CAMPUS, LLC, ET AL. RECORDED SEPTEMBER 21, 2009 AS DOCUMENT NUMBER 6523858 IN THE AMOUNT OF \$25,954.50.
- JJ. MECHANICS LIEN CLAIM IN FAVOR OF G W THIEL, INC. AGAINST LINCOLNSHIRE CAMPUS, LLC, SEDGEBROOK, INC., ERICKSON CONSTRUCTION, LLC, ET AL. RECORDED SEPTEMBER 24, 2009 AS DOCUMENT NUMBER 6525016 IN THE AMOUNT OF \$166,334.40.
- KK. PROCEEDING PENDING IN CIRCUIT COURT AS CASE NUMBER 09 CH 4405 FILED OCTOBER 2, 2009 BY COMMERCIAL CARPET CONSULTANTS, INC. AGAINST ERICKSON CONSTRUCTION, LLC FOR FORECLOSURE OF MECHANIC'S LIEN AS DISCLOSED BY LIS PENDENS NOTICE RECORDED OCTOBER 2, 2009 AS DOCUMENT NUMBER 6528138.
- LL. PROCEEDING PENDING IN CIRCUIT COURT AS CASE NUMBER 09 CH 4156 FILED SEPTEMBER 23, 2009 BY SHERMAN MECHANICAL, INC. AGAINST ERICKSON CONSTRUCTION, LLC FOR FORECLOSURE OF MECHANIC'S LIEN.
- MM. MECHANICS LIEN CLAIM IN FAVOR OF R C J ENTERPRISES, LTD. D/B/A CHADWICK CONTRACTING COMPANY AGAINST ERICKSON CONSTRUCTION, LLC, LINCOLNSHIRE CAMPUS, LLC, ET AL. RECORDED OCTOBER 28, 2009 AS DOCUMENT NUMBER 6536172 IN THE AMOUNT OF \$17,058.00.
- NN. MECHANICS LIEN CLAIM IN FAVOR OF NATURESCAPE DESIGN, INC. AGAINST LINCOLNSHIRE CAMPUS, LLC, SEDGEBROOK, INC. ET AL. RECORDED NOVEMBER 20, 2009 AS DOCUMENT NUMBER 6544541 IN THE AMOUNT OF \$26,760.00.
- OO. PROCEEDING PENDING IN CIRCUIT COURT AS CASE NUMBER 10 CH 531 FILED FEBRUARY 1, 2010 BY JUST RITE ACOUSTICS, INC. AGAINST LINCOLNSHIRE CAMPUS, LLC FOR FORECLOSURE OF MECHANIC'S LIEN AS DISCLOSED BY LIS PENDENS NOTICE RECORDED FEBRUARY 4, 2010 AS DOCUMENT NUMBER 6570854.
- PP. COUNTER CLAIM FILED JUNE 22, 2010 BY JUST RITE ACOUSTICS, INC.; LIS PENDENS RECORDED AS DOCUMENT NO. 6814489.

- QQ. PROCEEDING PENDING IN CIRCUIT COURT AS CASE NUMBER 10CH3484
FILED JUNE 21, 2010 BY SUPERIOR TRUSS & PANEL AGAINST ERICKSON
CONSTRUCTION, ET AL. FOR FORECLOSURE OF MECHANICS LIEN CLAIM.
- RR. PROCEEDING PENDING IN CIRCUIT COURT AS CASE NUMBER 10CH3510
FILED JUNE 23, 2010 BY BANK OF AMERICA, N.A. AS ASSIGNEE OF WELCH
DRYWALL AGAINST LINCOLNSHIRE CAMPUS, LLC, ET AL. FOR
FORECLOSURE OF MECHANICS LIEN CLAIM.
- SS. SECURITY INTEREST OF MANUFACTURERS AND TRADERS TRUST
COMPANY, SECURED PARTY, AS DISCLOSED BY FINANCING STATEMENT
FILED WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND
TAXATION NAMING LINCOLNSHIRE CAMPUS, LLC AS DEBTOR ON AUGUST
22, 2007 AS DOCUMENT NO. 0000000181317147.
- TT. SECURITY INTEREST OF MANUFACTURERS AND TRADERS TRUST
COMPANY, SECURED PARTY, AS DISCLOSED BY FINANCING STATEMENT
FILED WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND
TAXATION NAMING LINCOLNSHIRE CAMPUS, LLC AS DEBTOR ON AUGUST
22, 2007 AS DOCUMENT NO. 0000000181317148.
- UU. SECURITY INTEREST OF MANUFACTURERS AND TRADERS TRUST
COMPANY, SECURED PARTY, AS DISCLOSED BY FINANCING STATEMENT
FILED WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND
TAXATION NAMING SEDGEBROOK, INC. AS DEBTOR ON AUGUST 22, 2007
AS DOCUMENT NO. 0000000181317143.
- VV. SECURITY INTEREST OF MANUFACTURERS AND TRADERS TRUST
COMPANY, SECURED PARTY, AS DISCLOSED BY FINANCING STATEMENT
FILED WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND
TAXATION NAMING SEDGEBROOK, INC. AS DEBTOR ON AUGUST 22, 2007
AS DOCUMENT NO. 0000000181317144.
- WW. SECURITY INTEREST OF MANUFACTURERS AND TRADERS TRUST
COMPANY, SECURED PARTY, AS DISCLOSED BY FINANCING STATEMENT
FILED WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND
TAXATION NAMING SEDGEBROOK, INC. AS DEBTOR ON AUGUST 22, 2007
AS DOCUMENT NO. 0000000181317146.

NAPERVILLE/MONARCH LANDING
LIENS TO BE EXTINGUISHED

- A. MORTGAGE AND SECURITY AGREEMENT DATED MAY 26, 2005 AND RECORDED JULY 20, 2005 AS DOCUMENT NO. R2005-155073 MADE BY NAPERVILLE CAMPUS, LLC, TO MONARCH LANDING, INC. TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$542,559,000.00.
- SAID MORTGAGE WAS SUBORDINATED TO THE LIEN OF MORTGAGE DOCUMENT R2008-3497 BY SUBORDINATION AGREEMENT RECORDED AS DOCUMENT R2008-3499.
- AMENDMENT TO MORTGAGE RECORDED JANUARY 8, 2008 AS DOCUMENT R2008-3500.
- SAID MORTGAGE WAS ASSIGNED TO MANUFACTURERS AND TRADERS TRUST COMPANY BY ASSIGNMENT RECORDED JANUARY 8, 2008 AS DOCUMENT R2008-3501.
- B. FEE AND LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING DATED AS OF DECEMBER 1, 2007 AND RECORDED JANUARY 8, 2008 AS DOCUMENT R2008-3497 MADE BY MONARCH LANDING, INC. AND NAPERVILLE CAMPUS, LLC, TO ILLINOIS FINANCE AUTHORITY TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$179,361,439.
- SAID MORTGAGE WAS ASSIGNED TO MANUFACTURERS AND TRADERS TRUST COMPANY BY ASSIGNMENT RECORDED JANUARY 8, 2008 AS DOCUMENT R2008-3498
- SAID MORTGAGE WAS ASSIGNED TO WELLS FARGO BANK NATIONAL ASSOCIATION TRUSTEE BY ASSIGNMENT RECORDED MARCH 9, 2009 AS DOCUMENT 2010031907.
- C. MORTGAGE AND SECURITY AGREEMENT (PURCHASE DEPOSIT MORTGAGE) DATED AS OF DECEMBER 1, 2007 AND RECORDED JANUARY 8, 2008 AS DOCUMENT NO. R2008-3503 MADE BY NAPERVILLE CAMPUS, LLC, TO MONARCH LANDING, INC. TO SECURE AN INDEBTEDNESS FOR THE PAYMENT AND PERFORMANCE OF THE OBLIGATIONS AS DEFINED THEREIN.
- D. SECURITY INTEREST OF NAPERVILLE CAMPUS LLC, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT NAMING MONARCH LANDING, INC. AS DEBTOR AND RECORDED JULY 20, 2005 AS DOCUMENT NO. R2005-155070 (2005U-590).

ASSIGNMENT TO LASALLE BANK NATIONAL ASSOCIATION, AS
COLLATERAL AND ADMINISTRATIVE AGENT, RECORDED JULY 20, 2005 AS
DOCUMENT R2005-155071 (2005U-591).

ASSIGNMENT TO NAPERVILLE CAMPUS, LLC RECORDED JANUARY 8, 2008
AS DOCUMENT R2008-3490 (2008U-21).

ASSIGNMENT TO MANUFACTURERS AND TRADERS TRUST COMPANY, AS
TRUSTEE, RECORDED JANUARY 8, 2008 AS DOCUMENT R2008-3506 (2008U-
25).

- E. SECURITY INTEREST OF MANUFACTURERS AND TRADERS TRUST
COMPANY, AS TRUSTEE, SECURED PARTY, IN CERTAIN DESCRIBED
CHATTLES ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT
NAMING MONARCH LANDING, INC. AS DEBTOR AND RECORDED JANUARY
8, 2008 AS DOCUMENT NO. R2008-3504 (2008U-23).
- F. SECURITY INTEREST OF MANUFACTURERS AND TRADERS TRUST
COMPANY, AS TRUSTEE, SECURED PARTY, IN CERTAIN DESCRIBED
CHATTLES ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT
NAMING NAPERVILLE CAMPUS, LLC AS DEBTOR AND RECORDED
JANUARY 8, 2008 AS DOCUMENT NO. R2008-3505 (2008U-24).
- G. SUBCONTRACTOR'S NOTICE AND MECHANICS LIEN CLAIM IN FAVOR OF
INTERNATIONAL TEST & BALANCE, INC., AN ILLINOIS CORPORATION,
AGAINST NAPERVILLE CAMPUS LIMITED LIABILITY COMPANY, A
MARYLAND LIMITED LIABILITY COMPANY RECORDED JUNE 22, 2009 AS
DOCUMENT NUMBER 2009 095135 IN THE AMOUNT OF \$18,386.97.
- H. INTEREST OF MONARCH LANDING, INC. UNDER MEMORANDUM OF
PURCHASE OPTION AGREEMENT RECORDED JANUARY 8, 2008 AS
DOCUMENT R2008-3502 MADE WITH NAPERVILLE CAMPUS, LLC, AND OF
ALL PARTIES CLAIMING THEREUNDER.
- I. LEASE MADE BY NAPERVILLE CAMPUS LLC TO MONARCH LANDING, INC.
DATED MAY 26, 2005, A MEMORANDUM OF WHICH WAS RECORDED JULY
20, 2005 AS DOCUMENT NO. R2005-155076, DEMISING THE LAND FOR A TERM
OF YEARS BEGINNING MAY 25, 2005 AND ENDING ON THE 20TH YEAR
ANNIVERSARY DATE FROM THE INITIAL COMMENCEMENT DATE, SAID
DATE BEING THE DATE THE TENANT ACCEPTS AND OCCUPIES THE FIRST
PHASE FOR ITS INTENDED USE, AND ALL RIGHTS THEREUNDER OF, AND
ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY
PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSEE.
- J. MECHANICS LIEN CLAIM IN FAVOR OF ROBERTS ENVIRONMENTAL
CONTROL CORP. AGAINST NAPERVILLE CAMPUS, LLC ET AL. RECORDED

- NOVEMBER 17, 2009 AS DOCUMENT NUMBER R2009-172917 IN THE AMOUNT OF \$6,600.00.
- K. MECHANICS LIEN CLAIM IN FAVOR OF ROBERTS ENVIRONMENTAL CONTROL CORP., AGAINST NAPERVILLE CAMPUS ET AL. RECORDED NOVEMBER 24, 2009 AS DOCUMENT NUMBER R2009-176350 IN THE AMOUNT OF \$6,600.00.
- L. MECHANICS LIEN CLAIM IN FAVOR OF ROBERTS ENVIRONMENTAL CONTROL CORP. AGAINST NAPERVILLE CAMPUS, LLC, ERICKSON CONSTRUCTION, LLC, ET AL. RECORDED DECEMBER 7, 2009 AS DOCUMENT NUMBER R2009-182282 IN THE AMOUNT OF \$36,640.81.
- M. MECHANICS LIEN CLAIM IN FAVOR OF SERVICECARE INC, D/B/A SERVICECARE CLEANING & RESTORATION AGAINST NAPERVILLE CAMPUS, LLC, MONARCH LANDING, INC., ET AL. RECORDED FEBRUARY 16, 2010 AS DOCUMENT NUMBER R2010-21222 IN THE AMOUNT OF \$4,383.00.
- N. MECHANICS LIEN CLAIM IN FAVOR OF KONEMATIC, INC, D/B/A DOOR SYSTEMS AGAINST NAPERVILLE CAMPUS, LLC, ET AL. RECORDED AUGUST 23, 2010 AS DOCUMENT NUMBER R2010-109897 IN THE AMOUNT OF \$1,321.81.
- O. MECHANICS LIEN CLAIM IN FAVOR OF ALUMITAL CORP. IN THE AMOUNT OF \$14,000 AS EVIDENCED BY THAT CERTAIN SUBCONTRACTOR'S NOTICE OF CLAIM OF LIEN DATED SEPTEMBER 3, 2009.
- P. SECURITY INTEREST OF MANUFACTURERS AND TRADERS TRUST COMPANY, AS TRUSTEE, SECURED PARTY, AS DISCLOSED BY FINANCING FILED WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION STATEMENT NAMING MONARCH LANDING, INC. AS DEBTOR ON JANUARY 23, 2008 AS DOCUMENT NO. 0000000181331941.
- Q. SECURITY INTEREST OF MANUFACTURERS AND TRADERS TRUST COMPANY, SECURED PARTY, AS DISCLOSED BY FINANCING STATEMENT FILED WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION NAMING MONARCH LANDING, INC. AS DEBTOR ON JANUARY 23, 2008 AS DOCUMENT NO. 0000000181331939.
- R. SECURITY INTEREST OF MANUFACTURERS AND TRADERS TRUST COMPANY, AS TRUSTEE, SECURED PARTY, AS DISCLOSED BY FINANCING STATEMENT FILED WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION NAMING MONARCH LANDING, INC. AS DEBTOR ON JANUARY 23, 2008 AS DOCUMENT NO. 0000000181331938.
- S. SECURITY INTEREST OF MANUFACTURERS AND TRADERS TRUST COMPANY, AS TRUSTEE, SECURED PARTY, AS DISCLOSED BY FINANCING STATEMENT FILED WITH THE MARYLAND STATE DEPARTMENT OF

ASSESSMENTS AND TAXATION NAMING NAPERVILLE CAMPUS, LLC AS
DEBTOR ON JANUARY 23, 2008 AS DOCUMENT NO. 0000000181331943.

- T. SECURITY INTEREST OF MANUFACTURERS AND TRADERS TRUST
COMPANY, SECURED PARTY, AS DISCLOSED BY FINANCING STATEMENT
FILED WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND
TAXATION NAMING NAPERVILLE CAMPUS, LLC AS DEBTOR ON JANUARY
23, 2008 AS DOCUMENT NO. 0000000181331946.

EXHIBIT 2

LINCOLNSHIRE/SEDGEBROOK
ENCUMBRANCES NOT TO BE EXTINGUISHED

1. GRANT OF EASEMENT DATED DECEMBER 13, 1985 AND RECORDED MARCH 24, 1986 AS DOCUMENT 2428651, BETWEEN THE FIRST NATIONAL BANK OF SKOKIE AS TRUSTEE UNDER TRUST NUMBER 5310, THE GRANTOR, AND TOWER PARKWAY ASSOCIATES, AND THE VILLAGE OF LINCOLNSHIRE, AN ILLINOIS MUNICIPAL CORPORATION, THE GRANTEE WHEREIN THE GRANTOR GIVES THE GRANTEE A 6 FOOT NON EXCLUSIVE ACCESS EASEMENT OVER THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF SECTION 23 AND 26, TOWNSHIP 43 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF LOT 2 IN TRIPP'S SUBDIVISION BEING SUBDIVISION IN SECTION 26, TOWNSHIP 43 NORTH, RANGE 11, WITH THE CENTERLINE OF MILWAUKEE AVENUE; THENCE NORTH 14 DEGREES, 48 MINUTES, 02 SECONDS WEST ALONG THE CENTERLINE OF MILWAUKEE AVENUE 1203.4 FEET TO THE CENTERLINE OF VACATED SOUTH MILL ROAD; THENCE NORTH 78 DEGREES, 36 MINUTES, 08 SECONDS EAST ALONG THE CENTER OF SAID VACATED ROAD 50.09 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MILWAUKEE AVENUE, BEING THE POINT OF BEGINNING OF THE EASEMENT HEREIN INTENDED TO BE DESCRIBED, THENCE NORTH 14 DEGREES, 48 MINUTES, 02 SECONDS WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF MILWAUKEE AVENUE 950 FEET; THENCE NORTH 78 DEGREES, 36 MINUTES, 08 SECONDS EAST 6.01 FEET; THENCE SOUTH 14 DEGREES, 48 MINUTES, 02 SECONDS EAST 950 FEET TO THE CENTERLINE OF VACATED SOUTH MILL ROAD; THENCE SOUTH 78 DEGREES, 36 MINUTES, 08 SECONDS EAST 6.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MILWAUKEE AVENUE BEING THE POINT OF BEGINNING IN LAKE COUNTY, ILLINOIS.

(AFFECTS THE WESTERLY 6 FEET OF THE SOUTHERLY 950 FEET OF THE LAND)

2. 20 FOOT SANITARY SEWER EASEMENT ALONG THE SOUTHERLY AND EASTERLY LINES OF THE LAND, AS DISCLOSED BY PLAT OF SURVEY BY V3 CONSULTANTS DATED NOVEMBER 4, 2010, JOB NUMBER 04135.SCD.
3. RIGHTS OF VARIOUS UTILITIES TO MAINTAIN FACILITIES ALONG THE NORTHEASTERLY, WESTERLY AND SOUTHERLY LOT LINES, AS DEPICTED ON THE PLAT OF SURVEY BY V3 CONSULTANTS DATED NOVEMBER 4, 2010, JOB NUMBER 04135.SCD.
4. GRANT OF A 20 FOOT SEWER EASEMENT DATED DECEMBER 13, 1976 AND RECORDED AUGUST 30, 1977 AS DOCUMENT NO. 1861549 MADE BY AND BETWEEN THE FIRST NATIONAL BANK OF SKOKIE, AS TRUSTEE UNDER TRUST NUMBER 5310 AND THE VILLAGE OF LINCOLNSHIRE OVER THE FOLLOWING LAND:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF LOT 2 IN TRIPP'S SUBDIVISION, BEING A SUBDIVISION IN SECTION 26, TOWNSHIP 43 RANGE 11, WITH THE CENTER LINE OF MILWAUKEE AVENUE; THENCE NORTH 14 DEGREES 48 MINUTES 02 SECONDS WEST ALONG THE CENTER LINE OF MILWAUKEE AVENUE, 1203.4 FEET TO THE CENTER LINE OF VACATED SOUTH MILL ROAD; THENCE NORTH 78 DEGREES 36 MINUTES 8 SECONDS EAST ALONG THE CENTER OF SAID VACATED ROAD, 1478.42 FEET TO THE PLACE OF BEGINNING OF THE CENTER LINE OF EASEMENT HEREIN INTENDED TO BE DESCRIBED; THENCE NORTH 0 DEGREES 11 MINUTES 22 SECONDS EAST, 872.19 FEET; THENCE NORTH 19 DEGREES 04 SECONDS 00 MINUTES EAST, 661.86 FEET TO A POINT ON THE CENTER LINE OF NORTH MILL ROAD WHICH IS 1900.74

FEET SOUTHEASTERLY (AS MEASURED ALONG THE CENTER LINE OF SAID ROAD) FROM THE WEST LINE OF SAID SECTION 23, AND WHICH IS THE NORTHERLY TERMINUS OF THE 20 FOOT WIDE EASEMENT HEREIN INTENDED TO BE DESCRIBED, IN LAKE COUNTY, ILLINOIS.

5. ORDINANCE NO. 03-1863-40, ANNEXING THE LAND TO THE VILLAGE OF LINCOLNSHIRE RECORDED NOVEMBER 17, 2003 AS DOCUMENT 5434456.
6. VILLAGE OF LINCOLNSHIRE ORDINANCE NO. 04-1905-21 RECORDED AUGUST 20, 2004 AS DOCUMENT 5628300 AMENDING ORDINANCE NO. 03-1864-41 TO ALLOW MODIFICATIONS TO THE OVERALL CAMPUS DESIGN AND TO ALLOW INTEGRATED PARKING STRUCTURES.
7. THE LAND LIES WITHIN THE BOUNDARIES OF VILLAGE OF LINCOLNSHIRE SPECIAL SERVICE AREA NUMBER 1 AS DISCLOSED BY ORDINANCE RECORDED OCTOBER 29, 2004 AS DOCUMENT 5672728 AND ORDINANCE RECORDED OCTOBER 29, 2004 AS DOCUMENT 5672731 ISSUING SEPCIAL SERVICE AREA NUMBER 1 SPECIAL TAX BONDS SERIES 2004, AND IS SUBJECT TO ADDITIONAL TAXES UNDER THE TERMS OF SAID ORDINANCE AND SUBSEQUENT RELATED ORDINANCES.
8. FLOODPLAIN EASEMENT AND STORMWATER MANAGEMENT EASEMENT, AND BLANKET EASEMENT FOR STORM SEWER AND OVERLAND FLOW, AND THE RESTRICTIVE COVENANTS AND USE RESTRICTONS RELATING THERETO, CONTAINED IN THE PLAT OF EASEMENT RECORDED JULY 8, 2004 AS DOCUMENT NO. 5596461. SEE PLAT FOR EXACT LOCATIONS OF EASEMENTS.
9. TERMS AND PROVISIONS OF AN ORDINANCE AMENDING ORDINANCE NO. 03-1864-41 TO ALLOW THE EXPANSION OF PARKING DECK 1.0 SERVING NEIGHBORHOOD NO. 1 OF THE SEDGEBROOK CONTINUING CARE RETIREMENT CAMPUS (ERICKSON RETIREMENT COMMUNITIES), RECORDED AUGUST 20, 2004, AS DOCUMENT NUMBER 5628298.
10. DECLARATION OF CONSENT TO PAYMENT OF REAL ESTATE PROPERTY TAXES LEVIED AND EXTENDED PURSUANT TO LAW DATED MAY 19, 2005 AND RECORDED MAY 25, 2005 AS DOCUMENT 5787958 BY CNL RETIREMENT ER5, LP, A DELAWARE LIMITED PARTNERSHI, AND THE TERMS, PROVISIONS, COVENANTS AND CONDITIONS CONTAINED THEREIN.
11. "AREA RESERVED FOR FUTURE R.O.W. DEDICATION TO THE VILLAGE OF LINCOLNSHIRE", AS NOTED ON THE PLAT OF SUBDIVISION RECORDED OCTOBER 5, 2005 AS DOCUMENT NUMBER 5870940, AFFECTING THE NORTHWEST CORNER OF THE LAND.
12. BUILDING LINE(S) AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT NO. 5870940, AFFECTING THE NORTH 100 FEET, THE EAST 50 FEET, THE SOUTH 50 FEET AND THE WEST 100 FEET OF THE LAND.
13. 25 FOOT AREA RESERVED FOR FUTURE RIGHT OF WAY DEDICATION TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION AS DEPICTED ALONG MILWAUKEE AVENUE ON PLAT OF SEDGEBROOK SUBDIVISION RECORDED OCTOBER 5, 2005, AS DOCUMENT NUMBER 5870940.
14. 25 FOOT PARKING SETBACK LINE ALONG THE SOUTHERLY PART OF THE LAND AS SHOWN ON PLAT OF SEDGEBROOK SUBDIVISION, RECORDED OCTOBER 5, 2005, AS DOCUMENT NUMBER 5870940.

15. EASEMENT IN FAVOR OF THE VILLAGE OF LINCOLNSHIRE FOR THE PURPOSE OF HIKING AND RECREATIONAL PATH, AS CREATED BY PLAT OF SEDGEBROOK SUBDIVISION RECORDED/FILED OCTOBER 25, 2005 AS DOCUMENT NO. 5870940 AFFECTING THE SOUTHERLY AND EASTERLY PARTS OF THE LAND, AND THE TERMS AND PROVISIONS CONTAINED THEREIN.
16. BLANKET EASEMENT FOR WATERMAIN & WATER METER ACCESS AS CREATED BY PLAT OF SEDGEBROOK SUBDIVISION RECORDED OCTOBER 5, 2005, AS DOCUMENT NUMBER 5870940:

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LINCOLNSHIRE AND THEIR SUCCESSORS AND ASSIGNS, IN, UPON, ACROSS, OVER, UNDER AND THROUGH THAT PART OF LOT 1 AS DEFINED IN SURVEYOR'S NOTE 1 TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE, AND MAINTAIN UNDERGROUND WATER MAINS WITH ALL NECESSARY MANHOLES, WATER VALVES, AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THE SUBDIVISION WITH WATER SERVICE; THE RIGHT TO ENTER UPON THE LOT AT ALL TIMES TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE, AND MAINTAIN WITHIN SAID EASEMENT AREA SAID MANHOLES, WATER VALVES, AND OTHER EQUIPMENT; AND FINALLY THE RIGHT IS HEREBY GRANTED TO CUT DOWN AND REMOVE, OR TRIM AND KEEP TRIMMED, ANY TREES, SHRUBS, OR SAPLINGS THAT INTERFERE OR THREATEN TO INTERFERE WITH SAID WATERMAINS AND FACILITIES. IT IS FURTHER UNDERSTOOD THE ABOVE EASEMENTS SHALL BE NON-EXCLUSIVE. HOWEVER, NO PERMANENT BUILDINGS, ACCESSORY BUILDINGS, SHEDS OR OTHER STRUCTURES SHALL BE PLACED IN BLANKET EASEMENTS.

SURVEYORS NOTES:

1. A BLANKET EASEMENT FOR WATERMAIN AND WATER METER ACCESS IS HEREBY GRANTED OVER ALL OF LOT 1, EXCEPT FOR THE FOLLOWING AREAS WHICH ARE EXCLUDED FROM THE BLANKET EASEMENT:
 - A) THE AREA WITHIN THE FLOODPLAIN EASEMENT
 - B) THE AREA WITHIN THE STORM WATER MANAGEMENT EASEMENT
 - C) THE AREA WITHIN THE DESIGNATED NON-EASEMENT AREAS IN THE APPROXIMATE LOCATION SHOWN HEREON AND AS DEFINED BELOW.
 - D) THE AREA WITHIN THE HIKING AND RECREATIONAL PATH EASEMENT GRANTED HEREON TO THE LAKE COUNTY FOREST PRESERVE DISTRICT
2. THE LIMITS OF THE DESIGNATED NON-EASEMENT AREAS WILL BE A 3 FOOT ENVELOPE MEASURED FROM THE OUTSIDE FACE OF THE CONSTRUCTED BUILDINGS, ENCOMPASSING THE BUILDING AND THE 3 FOOT AREA. (APPROXIMATE LIMITS OF THE NON-EASEMENT AREAS HAVE BEEN SHOWN HEREON BASED ON THE "SEDGEBROOK PHASE 1A SITE WORK" LAST DATED JUNE 23, 2004).
17. EASEMENT IN FAVOR OF COMCAST OF CALIFORNIA/ILLINOIS, LP, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 6013822.
18. EASEMENT IN FAVOR OF THE LAKE COUNTY FOREST PRESERVE DISTRICT FOR THE PURPOSE OF INSTALLING AND MAINTAINING A PUBLIC TRAIL CORRIDOR, GRANTED BY PLAT OF EASEMENT RECORDED/FILED FEBRUARY 27, 2006 AS DOCUMENT NUMBER 5953269, AND TRAIL EASEMENT AGREEMENT RECORDED/FILED APRIL 26, 2006, AS DOCUMENT NO. 5983517, AFFECTING THE SOUTHEASTERLY PART OF THE

LAND, AS MORE SPECIFICALLY DESCRIBED ON EXHIBIT 2 ATTACHED THERETO, AND DEPICTED ON THE PLAT ATTACHED AS EXHIBIT 3 THERETO, AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

19. TERMS AND CONDITIONS CONTAINED IN THE MAINTENANCE AND HOLD HARMLESS COVENANT DATED OCTOBER 26, 2007 AND RECORDED NOVEMBER 1, 2007 AS DOCUMENT NO. 6264391.
20. EXISTING UNRECORDED LEASES AS DISCLOSED BY RENT ROLL ATTACHED TO THE ALTA STATEMENT DELIVERED IN CONNECTION WITH THE CLOSING AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.
21. RIGHTS OF PARTIES, IF ANY, UNDER RESIDENCE AND CARE AGREEMENTS AS SHOWN ON EXHIBIT "A" ATTACHED TO THE ALTA STATEMENT DELIVERED IN CONNECTION WITH THE CLOSING AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER SAID AGREEMENT.

NAPERVILLE/MONARCH LANDING
ENCUMBRANCES NOT TO BE EXTINGUISHED

1. LEASE MADE BY NAPERVILLE CAMPUS, LLC, AND MONARCH LANDING, INC. TO CITY OF NAPERVILLE DATED APRIL 6, 2005 ATTACHED TO ORDINANCE 05-057 RECORDED MAY 17, 2005 AS DOCUMENT NO. R2005-102297, RE-RECORDED AUGUST 16, 2005 AS DOCUMENT R2005-177028, DEMISING THE LAND FOR A TERM OF YEARS BEGINNING JUNE 1, 2007 AND CONTINUING FOR 99 YEARS UNLESS TERMINATED BY THE TENANT PRIOR THERETO, TOGETHER WITH THE OPTION TO RENEW FOR 5 ADDITIONAL 10 YEARS PERIODS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSEE.

SUBORDINATION AGREEMENT RECORDED DECEMBER 27, 2005 AS DOCUMENT R2005-284671.

(AFFECTS THAT PART OF LOT 1 DESCRIBED AS COMMENCING AT THE EASTERLY MOST NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 05 DEGREES 36 MINUTES 56 SECONDS WEST ALONG THE EASTERLY MOST LINE OF SAID LOT 1 A DISTANCE OF 368.63 FEET; THENCE NORTH 84 DEGREES 23 MINUTES 04 SECONDS WEST 100.18 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 05 DEGREES 36 MINUTES 56 SECONDS WEST 15.00 FEET; THENCE NORTH 84 DEGREES 23 MINUTES 04 SECONDS WEST 20.00 FEET; THENCE NORTH 05 DEGREES 36 MINUTES 56 SECONDS EAST 11.67 FEET; THENCE NORTH 84 DEGREES 23 MINUTES 04 SECONDS WEST 16.00 FEET; THENCE NORTH 05 DEGREES 36 MINUTES 56 SECONDS EAST 28.33 FEET; THENCE SOUTH 84 DEGREES 23 MINUTES 04 SECONDS EAST 15.00 FEET; THENCE SOUTH 05 DEGREES 36 MINUTES 56 SECONDS WEST 24.67 FEET; THENCE SOUTH 84 DEGREES 23 MINUTES 04 SECONDS EAST 21.00 FEET TO THE POINT OF BEGINNING)

2. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN ANNEXATION AGREEMENT MADE BY CITY OF NAPERVILLE, DATED DECEMBER 7, 1981 AND RECORDED DECEMBER 11, 1981 AS DOCUMENT R81-65242, AS AMENDED BY DOCUMENTS R97-108562, R2005-66409, R2005-205044 AND R2005-241556, RELATING TO THE DEVELOPMENT OF THE LAND, FEES AND CHARGES IN CONNECTION THEREWITH AND PROVIDING FOR PARKING AND SETBACK REQUIREMENTS.

(AFFECTS PART OF LOT 1 AND ALL OF LOT 2)

3. COVENANTS AND RESTRICTIONS (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS), RELATING IN PART TO ASSOCIATION, ASSESSMENTS AND LIEN THEREFOR, CONTAINED IN THE DOCUMENT RECORDED SEPTEMBER 25, 1997 AS DOCUMENT NO. R97-144807, AS AMENDED BY DOCUMENTS R99-65853, R99-072255, R1999-189391, R2005-64097 AND R2005-66769, WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE.

(AFFECTS PART OF LOT 1 AND ALL OF LOT 2)

4. PUBLIC UTILITIES UTILITY AND DRAINAGE EASEMENT AS SHOWN AND SET FORTH ON THE PLAT OF PRAIRIE POINT CORPORATE PARK UNIT 3, RECORDED AS DOCUMENT R99-51936 AND AS SHOWN ON PLAT OF MONARCH LANDING RECORDED AS DOCUMENT R2005-102300, AS FOLLOWS:

10 FEET ALONG THE SOUTHERLY LINE OF LOT 1; 10 FEET ALONG THE SOUTHERLY
LINE AND 7.5 FEET ALONG THE EASTERLY LINE OF LOT 2

5. GRANT OF PERMANENT EASEMENT RECORDED FEBRUARY 23, 1999 AS DOCUMENT R99-045490 AND AS SHOWN ON THE PLAT OF MONARCH LANDING RECORDED AS DOCUMENT R2005-102300, IN FAVOR OF THE COUNTY OF DUPAGE, STATE OF ILLINOIS, FOR THE USE OF THE COUNTY DIVISION OF TRANSPORTATION, ITS EMPLOYEES, REPRESENTATIVE, AGENTS, CONTRACTORS AND ENGINEERS, FOR THE PURPOSE OF ROADWAY, DRAINAGE AND GRADING IMPROVEMENTS AND PROVISIONS AND CONDITIONS CONTAINED THEREIN OVER THE FOLLOWING DESCRIBED PROPERTY:

10 FEET ALONG THE SOUTH LINE OF LOT 1

6. EASEMENT IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY, AN ILLINOIS CORPORATION, DOING BUSINESS AS NICOR GAS, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. R2005-167870, AFFECTING THE WEST 20 FEET OF THE NORTH 70 FEET OF THE SOUTH 90 FEET OF LOT 2 IN MONARCH LANDING.
7. PUBLIC UTILITIES UTILITY AND DRAINAGE EASEMENT AS SHOWN AND SET FORTH ON THE PLATS OF PRAIRIE POINT CORPORATE PARK UNIT 3, RECORDED AS DOCUMENT R99-51936, AND PRAIRIE POINT CORPORATE PARK UNIT THREE RESUBDIVISION NO. 3, RECORDED AS DOCUMENT R2001-7594, PRAIRIE POINT CORPORATE PARK UNIT THREE RESUBDIVISION NO. 4, RECORDED AS DOCUMENT R2001-138505, AND, MONARCH LANDING RECORDED AS DOCUMENT R2005-102300, AS FOLLOWS:

10 FEET ALONG THE SOUTHERLY LINE BORDERING FERRY ROAD, 7.5 FEET ALONG THE NORTH LINE BORDERING TOWN LINE ROAD AND THE WESTERLY 10 FEET OF THE MOST EASTERLY 25 FEET OF LOT 1

8. LANDSCAPE EASEMENT AS SHOWN AND SET FORTH ON THE PLAT OF PRAIRIE POINT CORPORATE PARK UNIT THREE RESUBDIVISION NO. 4, RECORDED AS DOCUMENT R2001-138505, AND AS SHOWN ON PLAT OF MONARCH LANDING RECORDED AS DOCUMENT R2005-102300, AS FOLLOWS:

15 FEET ALONG THE MOST EASTERLY LINE OF LOT 1

9. RIGHTS OF PUBLIC UTILITY COMPANIES IN AND TO THE USE AND MAINTENANCE OF A WATER LINE ALONG THE SOUTHERLY LINE OF LOTS 1 AND 2, AN ELECTRIC TRANSFORMER PAD IN THE SOUTHERLY PART OF LOT 1 AND ELECTRIC PEDESTALS AND UNDERGROUND ELECTRIC LINE ALONG THE WEST LINE OF LOT 1 SHOWN ON A SURVEY MADE BY V3 CONSULTANTS DATED NOVEMBER 2, 2010, JOB NUMBER 030995CD.
10. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN AN INTERGOVERNMENTAL AGREEMENT ATTACHED TO ORDINANCE 05-040 RECORDED AS DOCUMENT R2005-66408 MADE BY AND AMONG NAPERVILLE CAMPUS, LLC.; MONARCH LANDING, INC.; THE CITY OF NAPERVILLE; AND THE CITY OF WARRENVILLE, RELATING TO THE DEVELOPMENT OF THE LAND AND PROVIDING FOR CITY SERVICES TO THE LAND.
11. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN A DECLARATION OF COVENANTS AND RESTRICTIONS FOR MONARCH LANDING RECORDED APRIL 6, 2005 AS DOCUMENT R2005-70362 AND RE-RECORDED AS DOCUMENT R2005-98883 (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR,

RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS).

12. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN AN INTERGOVERNMENTAL AGREEMENT ATTACHED TO ORDINANCE 05-056 RECORDED MAY 17, 2005 AS DOCUMENT R2005-102296 MADE BY AND AMONG NAPERVILLE CAMPUS, LLC, MONARCH LANDING, INC., THE WARRENVILLE FIRE PROTECTION DISTRICT AND THE CITY OF NAPERVILLE.
13. NO VEHICULAR ACCESS EASEMENT AS SHOWN AND SET FORTH ON THE PLAT OF MONARCH LANDING RECORDED AS DOCUMENT R2005-102300, AS FOLLOWS: 12 FEET ALONG THE NORTH, NORTHWESTERLY, AND MOST NORTHERLY EAST LINE OF LOT 1
14. CONSERVATION EASEMENT AREAS AS SHOWN AND SET FORTH ON THE PLAT OF MONARCH LANDING RECORDED AS DOCUMENT R2005-102300 AFFECTING PARTS OF LOT 1. (SEE PLAT FOR EXACT LOCATIONS)
15. STORM WATER MANAGEMENT EASEMENT AREAS AS SHOWN AND SET FORTH ON THE PLAT OF MONARCH LANDING RECORDED AS DOCUMENT R2005-102300 AFFECTING PARTS OF LOT 1. (SEE PLAT FOR EXACT LOCATION)
16. RESERVATION FOR FUTURE CONVEYANCE TO ILLINOIS DEPARTMENT OF TRANSPORTATION FOR ILLINOIS ROUTE 59 RIGHT OF WAY AS SHOWN AND SET FORTH ON THE PLAT OF MONARCH LANDING RECORDED AS DOCUMENT R2005-102300, AS FOLLOWS:

25 FEET ALONG THE WESTERLY LINE OF LOT 1 AD 24.
17. SETBACK LINE AS SHOWN ON THE PLAT OF MONARCH LANDING RECORDED AS DOCUMENT R2005-102300, AS FOLLOWS:

45 FEET ALONG THE WESTERLY LINES, 10 FEET ALONG THE MOST EASTERLY EAST LINE, 20 FEET ALONG THE SOUTHERLY LINE AND ALONG THE EASTERLY AND SOUTHERLY LINES BORDERING CORPORATE LANE, ALL IN LOT 1 20 FEET ALONG THE SOUTHERLY, EASTERLY, AND NORTHWESTERLY LINES OF LOT 2
18. PUBLIC UTILITY EASEMENT AS SHOWN AND SET FORTH ON THE PLAT OF MONARCH LANDING RECORDED AS DOCUMENT R2005-102300, AS FOLLOWS:

A 34 BY 37 FOOT AREA ALONG THE EASTERLY LINE OF LOT 1
A 20 BY 40 FOOT AREA ALONG THE EASTERLY LINE OF LOT 2
23. SIDEWALK EASEMENT AS SHOWN AND SET FORTH ON THE PLAT OF MONARCH LANDING RECORDED AS DOCUMENT R2005-102300, AS FOLLOWS:

AN AREA IN THE SOUTHEASTERLY PART OF LOT 1
24. THE PLAT OF MONARCH LANDING RECORDED AS DOCUMENT R2005-102300 INCLUDES A CERTIFICATION BY THE SURVEYOR THAT THE LAND LYING NORTH OF TOWNLINE ROAD IS IN ZONE A AND THAT THE LAND LYING SOUTH OF TOWNLINE ROAD IS IN ZONE X AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
25. MATTERS AS SHOWN ON SURVEY PREPARED BY V3 CONSULTANTS DATED NOVEMBER 2, 2010, JOB NUMBER 03099SCD AS FOLLOWS:

DIRT AND STOCK PILES.

26. RIGHTS, IF ANY, OF PUBLIC AND QUASI-PUBLIC UTILITIES IN THE LAND AS SHOWN ON SURVEY PREPARED BY V3 CONSULTANTS DATED NOVEMBER 2, 2010, JOB NUMBER 03099SCD AS FOLLOWS:

TRANSFORMER PAD;
WATER MAINS;
WATER VALVE VAULT;
STORM SEWER;
STORM INLETS;
STORM/SANITARY MANHOLES;
ELECTRICAL METERS;
ELECTRICAL JUNCTION BOXES;
UNDERGROUND ELECTRIC;
PAINTED ELECTRIC LINES;
ELECTRIC PEDESTALS.

27. THE LAND LIES WITHIN THE BOUNDARIES OF A SPECIAL SERVICE AREA AS DISCLOSED BY ORDINANCE RECORDED AS DOCUMENT R2006-120137, AND IS SUBJECT TO ADDITIONAL TAXES UNDER THE TERMS OF SAID ORDINANCE AND SUBSEQUENT RELATED ORDINANCES.

28. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN COVENANT RUNNING WITH THE LAND RECORDED AUGUST 15, 2006 AS DOCUMENT R2006-157687, RELATING TO INSTALLATION OF AUTOMATIC LAWN SPRINKLING SYSTEM ON THE LAND.

(AFFECTS LOT 1)

29. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN COVENANT RUNNING WITH THE LAND RECORDED AUGUST 15, 2006 AS DOCUMENT R2006-157688, RELATING TO INSTALLATION OF AUTOMATIC LAWN SPRINKLING SYSTEM ON THE LAND.

(AFFECTS LOT 2)

30. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN ORDINANCE NO. 2201, CITY OF WARRENVILLE APPROVING FINAL PUD PLAN/PLAT AND DOCUMENTS - NAPERVILLE CAMPUS LLC/MONARCH LANDING - PHASE I (ERICKSON RETIREMENT COMMUNITY), A COPY OF WHICH WAS RECORDED AUGUST 25, 2006 AS DOCUMENT R2006-165702.

(AFFECTS ALL)
31. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN ORDINANCE NO. 07-104, CITY OF WARRENVILLE APPROVING A MAJOR CHANGE TO THE PLANNED UNIT DEVELOPMENT FOR PHASE II AND III OF MONARCH LANDING, A COPY OF WHICH WAS RECORDED JULY 29, 2009 AS DOCUMENT R2009-117793.

(AFFECTS ALL)
32. ATTENTION IS DIRECTED TO A PLAT OF HIGHWAY RECORDED MAY 15, 2007 AS DOCUMENT R2007-90410 DISCLOSING PLANS FOR FERRY ROAD.
33. PLAT OF EASEMENT GRANT RECORDED FEBRUARY 23, 2007 AS DOCUMENT R2007-33446 GRANTING PUBLIC UTILITY EASEMENTS OVER PARTS OF LOT 1.

(SEE PLAT FOR EXACT LOCATIONS)
34. EXISTING UNRECORDED LEASES AS DISCLOSED BY RENT ROLL ATTACHED TO THE ALTA STATEMENT DELIVERED IN CONJUNCTION WITH THE CLOSING AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.
35. RIGHTS OF PARTIES, IF ANY, UNDER RESIDENCE AND CARE AGREEMENTS AS SHOWN ON EXHIBIT "A" ATTACHED TO THE ALTA STATEMENT DELIVERED IN CONJUNCTION WITH THE CLOSING AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER SAID AGREEMENT.

EXHIBIT 3

EAST43682611.2

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	§	Case No. 10-34176
	§	
LINCOLNSHIRE CAMPUS, LLC, <i>et al.</i> ⁴	§	Chapter 11
	§	
Debtors.	§	Jointly Administered

NOTICE OF ENTRY OF ORDER APPROVING DEBTORS' (I) CONFIRMING THE
DEBTORS' THIRD AMENDED JOINT PLAN OF REORGANIZATION UNDER
CHAPTER 11 OF THE BANKRUPTCY CODE AND (II) EFFECTIVE DATE

PLEASE TAKE NOTICE THAT:

An order (the "Plan Confirmation Order") of the Honorable Stacey G.C. Jernigan, United States Bankruptcy Judge, approving the Debtors' Third Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, dated September 30, 2010 [Dkt. No. 345] (including all exhibits thereto and as the same may be further amended, modified or supplemented from time to time, the "Plan")⁵ was entered on November __, 2010 [Dkt. No. __].

PLEASE TAKE FURTHER NOTICE THAT:

The Plan Confirmation Order is available for inspection at the office of the Clerk of the Bankruptcy Court for the Northern District of Texas, Dallas Division, and may be reviewed during the regular hours of the Bankruptcy Court or online through the Bankruptcy Court's internet website at www.txnb.uscourts.gov. Please note that a PACER password and login are required to access documents on the Bankruptcy Court's website. Copies of the Plan Confirmation Order can also be viewed online, free of charge, at www.bmcgroup.com/lincolshire.

⁴ The Debtors in these chapter 11 cases are (a) Lincolnshire Campus, LLC, Case No. 10-34176, (b) Naperville Campus, LLC, Case No. 10-34177, (c) Monarch Landing, Inc., Case No. 10-34179, and (d) Sedgebrook, Inc., Case No. 10-34178.

PLEASE TAKE FURTHER NOTICE THAT:

The Effective Date of the Plan is expected to occur on November __, 2010.

PLEASE TAKE FURTHER NOTICE THAT:

The Plan and its provisions are binding on the Debtors, SCD, any holder of a Claim against, or Interest in, the Debtors and such Holder's respective successors and assigns, whether or not the Claim or Interest of such Holder is impaired under the Plan, as provided in the Plan.

Dated: _____, 2010

DLA PIPER LLP (US)

By: /s/ Vincent P. Slusher
Vincent P. Slusher, State Bar No.
00785480
vince.slusher@dlapiper.com
1717 Main Street, Suite 4600
Dallas, Texas 75201
Telephone: (214) 743-4572
Facsimile: (972) 813-6267

Thomas R. Califano, NY Bar No. 2286144
thomas.califano@dlapiper.com
Jeremy R. Johnson, NY Bar No. 4307617
jeremy.johnson@dlapiper.com
1251 Avenue of the Americas
New York, New York 10020-1104
Telephone: (212) 335-4500
Facsimile: (212) 335-4501

McGUIRE, CRADDOCK & STROTHER, P.C.

By: /s/ J. Mark Chevallier
J. Mark Chevallier, State Bar No. 04189170
mchevallier@mcsllaw.com
James G. Rea, State Bar No. 24051234
jrea@mcsllaw.com
3550 Lincoln Plaza
500 N. Akard St.
Dallas, TX 75201
Telephone: (214) 954-6800
Facsimile: (214) 954-6850

Martin T. Fletcher, MD Bar No. 07608
mfletcher@wtplaw.com
Stephen F. Fruin, MD Bar No. 08456
sfruin@wtplaw.com
Thomas J. Francella, Jr., DE Bar No 3835
tfrancella@wtplaw.com
Seven Saint Paul Street
Baltimore, MD 21202
Telephone: (410) 347-8700
Facsimile: (410) 752-7092

³ All capitalized terms not defined herein shall have the meaning ascribed to them in the Plan and Plan Confirmation Order.

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF TEXAS

CERTIFIED COPY

I, Tawana C. Marshall, Clerk of the United States Bankruptcy Court, certify
that the attached is a true and full copy of page(s) 1 through 54 of the original

Amended order confirming third amended chapter 11 plan EOD 11/16/2010 in 10-34176.

now existing among the records of this Court.

In testimony whereof I sign my name, and affix the seal of this Court at

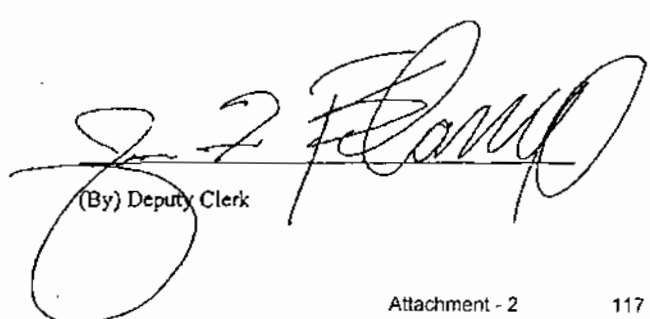
Dallas
City

, in this State, on

November 16, 2010
Date

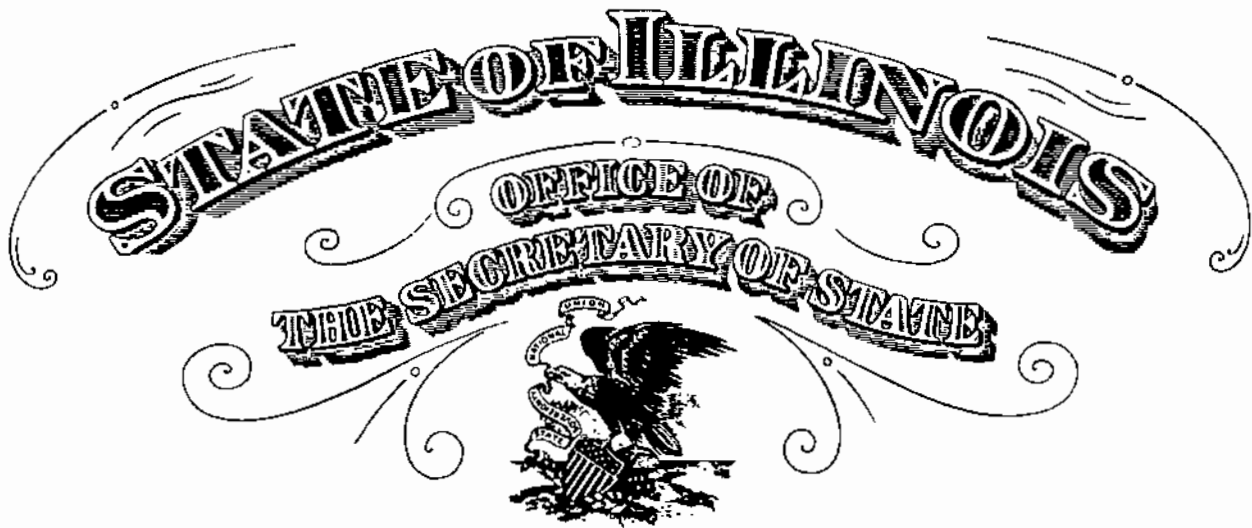
Tawana C. Marshall

Clerk of the Bankruptcy Court


(By) Deputy Clerk

ATTACHMENT 3

OPERATING IDENTITY/LICENSEE CERTIFICATE OF
GOOD STANDING



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

NAPERVILLE SENIOR CARE, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON OCTOBER 04, 2010, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 1208901770

Authenticate at: <http://www.cyberdriveillinois.com>

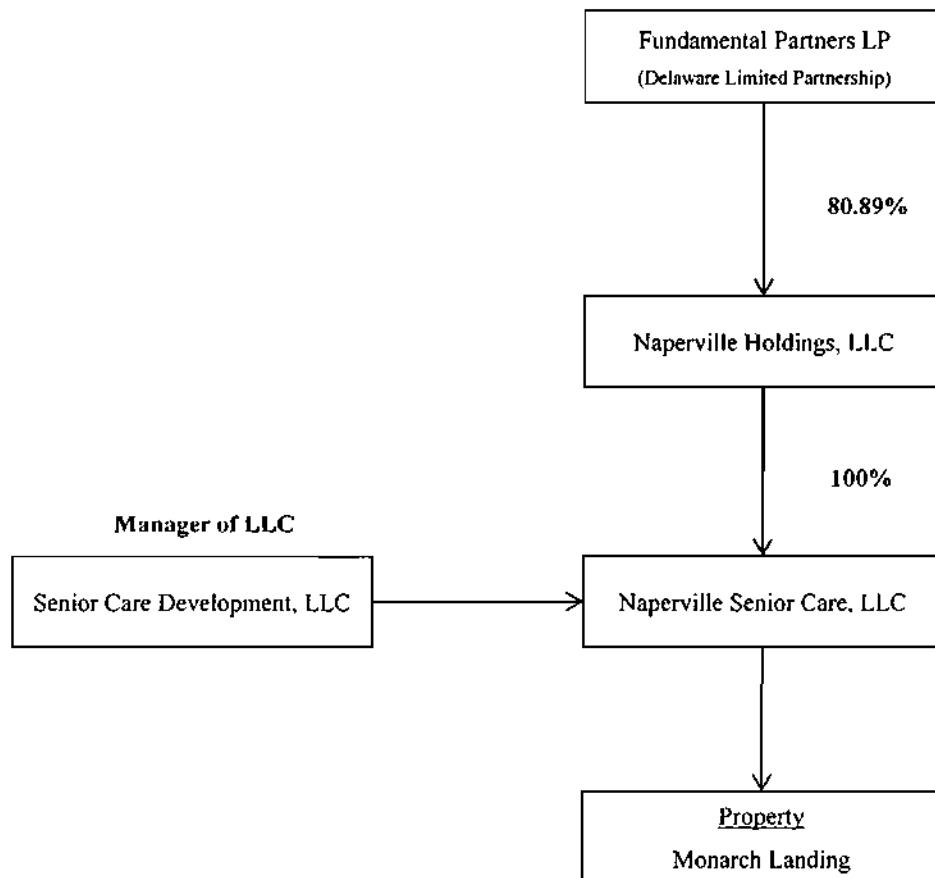
In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 29TH day of MARCH A.D. 2012 .

Jesse White

SECRETARY OF STATE

ATTACHMENT 4

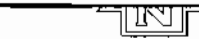
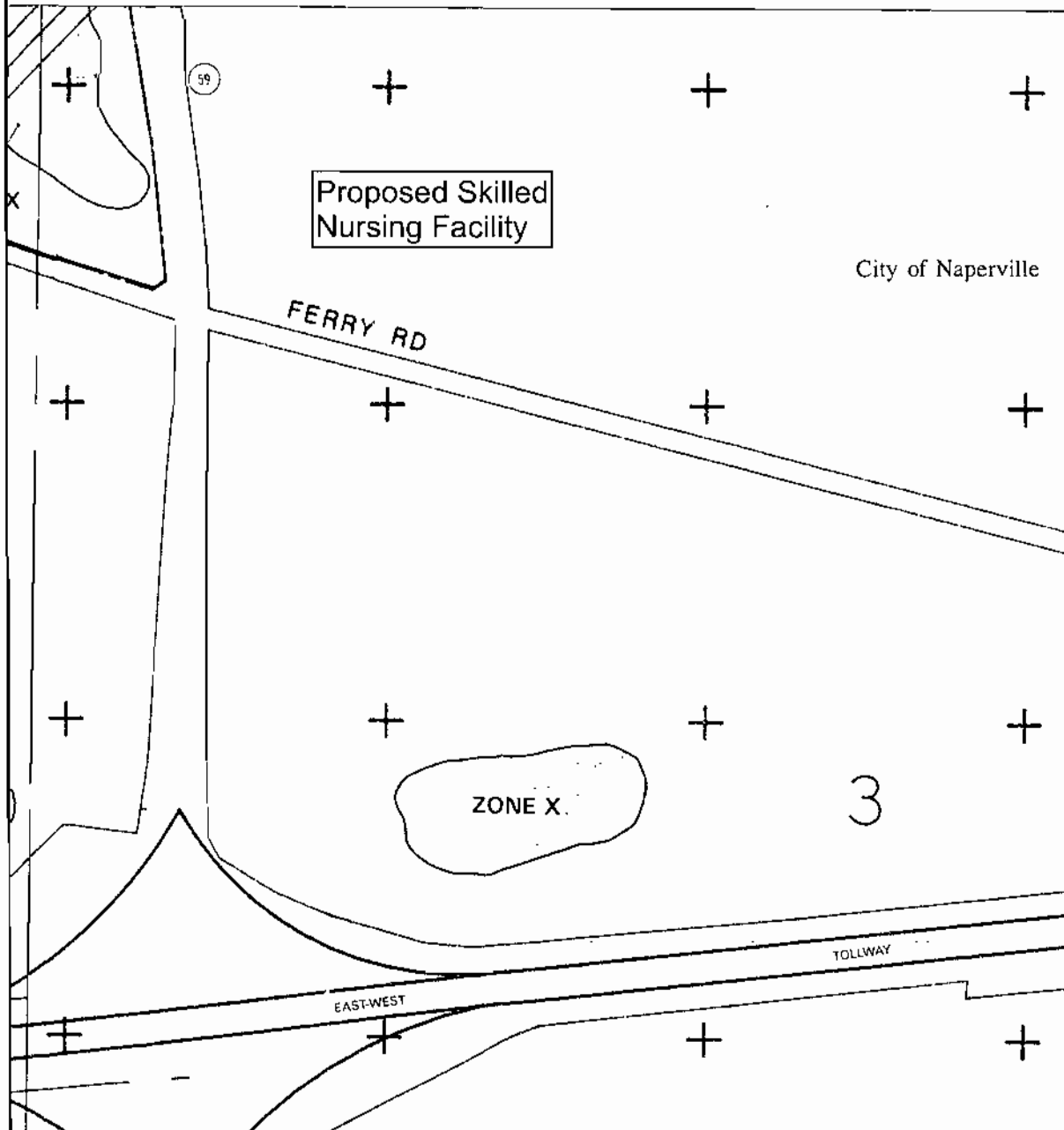
RELATED PERSONS ORGANIZATIONAL CHART



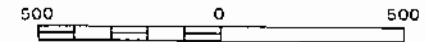
ATTACHMENT 5

FLOOD PLAIN REQUIREMENTS

JOINS PANEL 0001



APPROXIMATE SCALE IN FEET



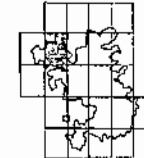
NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

CITY OF
NAPERVILLE,
ILLINOIS
DUPAGE AND WILL COUNTIES

PANEL 6 OF 23

PANEL LOCATION



COMMUNITY-PANEL NUMBER:

170213 0006 C

MAP REVISED:

MAY 18, 1992



Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

Attachment - 5

ATTACHMENT 6

ILLINOIS HISTORIC PRESERVATION AGENCY LETTER



Illinois Historic Preservation Agency

1 Old State Capitol Plaza • Springfield, Illinois 62701-1512 • www.illinois-history.gov

DuPage County
Naperville
2255 Monarch Drive
IHFSRB
New construction, Naperville Senior Care, LLC

PLEASE REFER TO: IHPA LOG #014020612

February 8, 2012

Shawn Moon
Ungaretti and Harris
Three First National Plaza
70 W. Madison - Suite 3500
Chicago, IL 60602-4224

Dear Mr. Moon:

The Illinois Historic Preservation Agency is required by the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420, as amended, 17 IAC 4180) to review all state funded, permitted or licensed undertakings for their effect on cultural resources. Pursuant to this, we have received information regarding the referenced project for our comment.

Our staff has reviewed the specifications under the state law and assessed the impact of the project as submitted by your office. We have determined, based on the available information, that no significant historic, architectural or archaeological resources are located within the proposed project area.

According to the information you have provided concerning your proposed project, apparently there is no federal involvement in your project. However, please note that the state law is less restrictive than the federal cultural resource laws concerning archaeology. If your project will use federal loans or grants, need federal agency permits, use federal property, or involve assistance from a federal agency, then your project must be reviewed under the National Historic Preservation Act of 1966, as amended. Please notify us immediately if such is the case.

This clearance remains in effect for two (2) years from date of issuance. It does not pertain to any discovery during construction, nor is it a clearance for purposes of the IL Human Skeletal Remains Protection Act (20 ILCS 3440).

Please retain this letter in your files as evidence of compliance with the Illinois State Agency Historic Resources Preservation Act.

Sincerely,

Anne E. Haaker
Deputy State Historic
Preservation Officer

ATTACHMENT 7

PROJECT COST/SOURCE OF FUNDS

[SEE ATTACHED PROJECT COST TABLE]

CON Cost Category	USES OF FUNDS	CON Application Line Item Amounts
Site and Soil Investigation	Land and Related	
	Engineering & Surveys	11,180
	Legal, Title and Closing	7,440
	<u>Total Land and Related</u>	<u>18,600</u>
Architectural and Engineering	Design and Engineering	
	Architecture	455,256
	Interior Design	148,941
	Civil	78,864
	Landscape Architect	29,760
	Structural	68,960
	MEP	152,521
	Geotechnical	14,880
	Surveys	11,160
	Food Service Design	22,320
	Low Voltage Consulting	18,600
	Other Engineering	16,814
	Additional Service Requests	18,600
	Reimbursables	37,200
	<u>Total Design and Engineering</u>	<u>1,069,878</u>
New Construction Contracts	Direct Construction	
	Contract GMP	13,141,280
	Owner Supplied Construction	37,200
	Owner Supplied Bonds/Insurance	74,400
	Signage	55,800
	Window Treatments	83,481
	Winter Conditions	74,400
	Escalation	126,481
	Site Improvements	372,002
	Change Orders Allowance	59,520
	Owner's Construction Contingency @ 3%	394,238
	<u>Total Direct Construction</u>	<u>14,418,805</u>
Moveable and Other Equipment	Indirect Construction	
	FF&E (Including Unit Furnishings & Beds)	1,302,008
	FF&E Management Items	148,801
	Movable Equipment	37,200
	Kitchen Equipment	148,801
	Low Voltage	334,802
	Outdoor Furnishings	18,600
	Fitness Equipment	18,600
	Security Equipment	18,600
	A/V Equipment	18,600
	Information Systems	37,200
	Other Indirect Costs	37,200
	<u>Total Indirect Construction</u>	<u>2,120,412</u>
Consulting and Other Fees	Entitlement Costs	
	Zoning & Special Permits	22,320
	Traffic Consultant	7,440
	County Water Tap Fees	18,600
	Building Permits	81,840
	Impact Fees	18,600
	Other City / County / State Fees	64,356
	<u>Total Entitlement Costs</u>	<u>213,157</u>
Consulting and Other Fees	Development, Legal & Administrative	
	Development Planning	37,200
	Development Consulting	204,601
	Financial Consulting	37,200
	CON Consultant	55,800
	Land-use Attorney	29,760
	Travel, Reimbursables, Out-of-Pocket	111,601
	SCD Project Management	178,561
	Legal/Professional/Accounting	119,041
	Misc.	148,801
	Other/Misc. Costs	37,200
	Legal, Insurance and Misc. Costs	2,604
	Pre-Opening Expenses (Cost of Start-up)	74,400
	<u>Total Development, Legal & Administrative Costs</u>	<u>1,036,770</u>
Contingencies	Project Contingency	744,004
Preplanning	Preplanning Costs	466,491
Net Interest Expense During Construction	Net Interest Expense During Construction	1,104,635
Other Costs to be Capitalized	Other Costs	
	Working Capital	2,232,013
	Cost of Interest	630,004
	<u>Total Other Costs</u>	<u>2,862,017</u>
Other Costs to be Capitalized	Marketing Costs	
	Pre-Construction Marketing Costs	44,640
	Construction Period Marketing	223,201
	Post-Opening Marketing	104,161
	<u>Total Marketing</u>	<u>372,002</u>
TOTAL ESTIMATED PROJECT COSTS		24,426,771

ATTACHMENT 8

OBLIGATION

Project Obligation will occur after permit issuance

ATTACHMENT 9

COST SPACE REQUIREMENTS

[SEE ATTACHED COST SPACE TABLE]

Cost Space Requirements

Department/Area	Cost	Existing	Proposed	New Construction	Modernized	As Is	Vacated
CLINICAL							
Resident Units	10,798,215	0	30,175	30,175	0	0	0
Living/Dining/Display Kitchen/Activity	2,946,920	0	8,235	8,235	0	0	0
Warming Pantry	153,519	0	429	429	0	0	0
Laundry	151,372	0	423	423	0	0	0
Janitor Closet	66,561	0	186	186	0	0	0
Clean/Soiled Utility/Clean Lin.	462,704	0	1,293	1,293	0	0	0
Nurse Station	205,050	0	573	573	0	0	0
Med. Room	152,445	0	426	426	0	0	0
SPA	284,493	0	795	795	0	0	0
Kitchen / Food Service	314,911	0	880	880	0	0	0
OT/PT & Program Mgr & Charting Room	161,034	0	450	450	0	0	0
Laundry	31,849	0	89	89	0	0	0
Janitor Closet	18,787	0	53	53	0	0	0
Clean/Soiled Utility	41,153	0	115	115	0	0	0
Salon	38,290	0	107	107	0	0	0
Exam Room	50,099	0	140	140	0	0	0
TOTAL CLINICAL	15,877,401	0	44,369	44,369	0	0	0
NON - CLINICAL							
Staff Lounge & Toilet	244,672	0	687	687	0	0	0
Offices(MDS, SW, ADON, DON, 2nd&3rd floor offices)	331,216	0	930	930	0	0	0
Storage	637,146	0	1,789	1,789	0	0	0
Elev. Machine Room	34,902	0	98	98	0	0	0
Stair & Elevators	1,013,948	0	2,847	2,847	0	0	0
Corridors	4,840,027	0	13,590	13,590	0	0	0
Miscellaneous (shafts, walls)	142,458	0	400	400	0	0	0
Lobby/Vestibule	71,763	0	202	202	0	0	0
Admin (Offices, Conf. Room, Reception, Toilet)	255,357	0	717	717	0	0	0
Offices (HR)	19,944	0	56	56	0	0	0
Employee Break Room/Comp. Room	64,641	0	182	182	0	0	0
Employee Toilet	22,971	0	65	65	0	0	0
Storage/Housekeeping/Maintenance	59,476	0	167	167	0	0	0
Receiving	46,477	0	131	131	0	0	0
Trash	44,518	0	125	125	0	0	0
Mech/Elec	233,810	0	657	657	0	0	0
Corridors/Public Restrooms	393,978	0	1,106	1,106	0	0	0
Miscellaneous (shafts, walls)	92,064	0	259	259	0	0	0
TOTAL NON-CLINICAL	8,549,370	0	24,005	24,005	0	0	0
TOTAL FOR TOWN CENTER AND SNF	24,426,771	0	68,374	68,374	0	0	0

ATTACHMENT 11

BACKGROUND OF THE APPLICANT

Certification & Authorization

Illinois Health Facilities and Services Review Board
525 West Jefferson Street
Second Floor
Springfield, Illinois 62761

Re: Background of Applicant – Naperville Senior Care, LLC

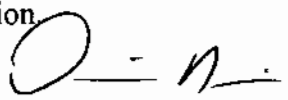
Dear Sir or Madam:

In connection with the Healthcare Center at Monarch Landing Certificate of Need application, please find the following information regarding the background of Naperville Senior Care, LLC:

There are no facilities owned or operated by Naperville Senior Care, LLC.

As required by 77 Ill. Admin. Code § 1125.520, I certify that no adverse actions have been taken against Naperville Senior Care, LLC, by Medicare, Medicaid, or any State or Federal regulatory authority during the three (3) years prior to the filing of this Certificate of Need application; and

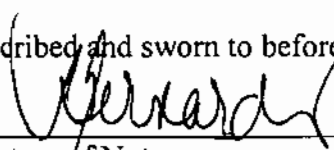
As required by 77 Ill. Admin. Code § 1125.520, I authorize the Illinois Health Facilities and Services Review Board and Illinois Department of Public Health to access information in order to verify any documentation or information submitted in response to the requirements of this subsection or to obtain any documentation or information related to this Certificate of Need application.


Signature

David Reis
Printed Name

Managing member of Senior
Care Development, LLC, Manager
Title

Subscribed and sworn to before me this 9th day of April, 2012


Signature of Notary
Seal

TERESA BERNARDI
Notary Public, State of New York
No. 01BE6187450
Qualified in Westchester County
Commission Expires May 19, 2012

ATTACHMENT 12

PURPOSE OF THE PROJECT

1. **Document that the project will provide health services that improve the health care or well-being of the market area population to be served.**

The Project proposes to establish ninety-six (96) skilled nursing beds in Health Planning Area 7C. The establishment of these beds will provide health services that improve the health care and well-being of both the current residents of Monarch Landing as well as the communities served by the Monarch Landing facility. Current residents of Monarch Landing will benefit from the provision of assisted living and skilled nursing services at the same location where they currently reside. The communities served by Monarch Landing will also benefit through the increased provision of long-term care beds, resulting in a decrease in the need for such services as identified by IDPH. IDPH has determined that there is a need for eight-hundred and ninety-nine (899) additional long-term care beds in Health Planning Area 7C. Furthermore, the facility will provide inpatient and outpatient physical therapy and occupational therapy services. The provision of such services will benefit both residents of Monarch Landing as well as residents of the surrounding community.

2. **Define the planning area or market area, or other, per the applicant's definition.**

The Project will provide skilled nursing services for the residents of the Monarch Landing facility as well as the communities served by the Monarch Landing facility.

3. **Identify the existing problems or issues that need to be addressed, as applicable and appropriate for the project. [See 1110.230(b) for examples of documentation.]**

The issues to be addressed by the Project are the lack of continuity of care for current residents of the Monarch Landing facility and the establishment of additional long-term care beds to reduce the need for such services in Health Planning Area 7C, as identified by IDPH.

4. **Cite the sources of the information provided as documentation.**

IDPH Update to Inventory of Long-Term Care Services, dated March 16, 2012.

5. **Detail how the project will address or improve the previously referenced issues, as well as the population's health status and well-being.**

The primary purpose of the Project is to provide skilled nursing services to both residents of Monarch Landing and outside individuals who are in need of skilled nursing care. The Project is designed to promote continuity of care across the levels of care that Monarch Landing will provide. The Project contemplates a ninety-six (96) bed skilled nursing facility and a dedicated twenty-eight (28) bed assisted living facility. The Project is designed to promote continuity of care within the Monarch Landing community. There will be a common lobby and connector

building which places the skilled nursing facility on one side and the assisted living facility on the other and an additional connection to the existing residential building. To deliver the anticipated scope of services and have the adjacency and connection to the existing facility with load/receiving there are common areas shared by multiple operational programs. The Town Center will provide a link from Monarch Landing's independent living community to the contemplated Healthcare Center. It will also provide a secured access point between one of the independent living residential buildings and the Healthcare Center via a pedestrian corridor for convenient passage for independent living residents to visit loved ones and friends living at the Health Center.

The Town Center is designed to promote the efficient delivery of both skilled nursing and assisted living services while providing for resident comfort and convenience. The Town Center will provide the core services for residents of the entire Healthcare Center, including the rehabilitation therapy and gym area. The Town Center will also provide all ancillary and service activities, including kitchen and food service preparation. Additional service functions performed within the Town Center will be housekeeping, maintenance storage, office space, central laundry facilities and offices for the Human Resources manager, MDS Coordinators and clinical leadership. Another core feature of the Town Center will be to offer a lobby, reception and welcome center, administrative office space, a conference room and multi-purpose room which will be used to host resident, family and staff meetings and special functions.

The Town Center has been created and designed to serve as an attractive, accessible and secure entry point for both outside visitors as well as for the residents of the Monarch Landing independent living community who come to visit patients and residents of the Healthcare Center. A café, with an adjacent outdoor patio will be added to the Town Center which can be used by residents, family members and staff members of the Healthcare Center and assisted living facility to enjoy a casual breakfast, lunch or snack in an attractive, friendly setting. Additionally, residents will enjoy convenient access to beauty and barber services within the Town Center's Salon, which will be staffed several days per week to meet the needs of the residents. Since technology has become a growing interest of today's seniors and baby boomers, the Healthcare Center will offer wireless internet connection to all patient rooms. Additionally, within the Town Center, a resident/staff computer center will offer easy access to computers for our Healthcare Center residents. Monarch Landing IT staff will support the configuration and the ongoing maintenance of the computer center.

6. Provide goals with quantified and measurable objectives, with specific timeframes that relate to achieving the stated goals as appropriate.

Construction of the Healthcare Center is anticipated to begin in December 2012 with initial occupancy of the skilled nursing beds anticipated for March of 2013. Applicant anticipates the skilled nursing beds will achieve 90% occupancy in the second year after project completion.

ATTACHMENT 13

ALTERNATIVES

Alternative Options

1. A project of greater or lesser scope and cost

A project of lesser scope would be insufficient to meet the significant need for long-term care beds identified for Health Planning Area 7C. In addition, a project of lesser scope would result in loss of efficiency for those assets that would be required in the same levels for a project of lesser scope as are required for the Project. Specifically, certain fixed assets and personnel are required for the Project and also would be required at the same levels for a project of lesser scope. The reduction of scope of the Project would result in a loss of efficiency for the use of such assets and personnel.

2. Pursuing a joint venture or similar arrangement with one or more providers or entities to meet all or a portion of the project's intended purposes; developing alternative settings to meet all or a portion of the project's intended purposes

Pursuing a joint venture or similar arrangement with one or more providers or entities would not address the bed need in the Health Planning Area without the establishment of additional skilled nursing beds. Furthermore, a joint venture or similar arrangement would not guarantee the accomplishment of Applicant's goal to provide skilled nursing and assisted living services to its current residents on the same campus as the independent living units. As such, this alternative was found not to be feasible.

3. Utilizing other health care resources that are available to serve all or a portion of the population the Project proposes to serve

This alternative was found not to be feasible for the following reasons:

- a. Under the current circumstances, residents in need of skilled nursing services must be transferred to a skilled nursing facility at another location which disrupts continuity of care for residents. The Project will promote continuity of care by allowing residents to age in place at the Monarch Landing community.
- b. Couples often choose facilities that provide independent living, assisted living and skilled nursing services for the benefit of being close to a spouse who may require a higher level of care after residing in an independent living unit for a period of time. Utilizing an existing facility would require a current resident to travel greater distances to visit an ailing spouse.

Comparison of Project to Alternative Options

Proposed Project	Alternative	Cost	Patient Access	Quality	Financial Benefits
Construction of the Proposed Project	Project of Lesser Scope / No Project	Cost: < \$24,426,773 Alternative Option presents less cost to Applicant but results in unmet long-term care bed need and inefficient use of fixed assets.	Alternative Option would result in reduced resident access as the need for skilled nursing beds would not be adequately addressed.	Alternative Option would reduce quality of care as there would not be adequate resources to meet the significant skilled nursing bed need identified for Health Planning Area 7C.	Alternative Option does not result in greater financial benefit to any stakeholders (residents, the state, Applicant).
Construction of the Proposed Project	Joint Venture or other Arrangement	Cost: $\approx$ \$24,426,773 Alternative Option would result in a similar total cost as the proposed project but distributes such costs among different parties and may disrupt continuity of care for Monarch Landing residents.	Alternative Option would result in a reduction of access for current residents of the Monarch Landing facility as a joint venture or other arrangement may not result in the establishment of skilled nursing beds on the Monarch Landing campus.	Alternative Option would reduce quality of care as continuity of care would be disrupted for Monarch Landing residents who require skilled nursing services.	Alternative Option does not result in greater financial benefit to any stakeholders (residents, the state, Applicant).

Proposed Project	Alternative	Cost	Patient Access	Quality	Financial Benefits
Construction of the Proposed Project	Use Existing Resources	Cost: < \$24,426.773 Alternative Option presents less cost to Applicant but results in unmet long-term care bed need and disrupts continuity of care for current residents of Monarch Landing.	Alternative Option would result in reduced resident access as the need for skilled nursing beds would not be adequately addressed and would not result in the establishment of skilled nursing beds on the Monarch Landing campus.	Alternative Option would reduce quality of care as there would not be adequate resources to meet the significant skilled nursing bed need identified for Health Planning Area 7C.	Alternative Option does not result in greater financial benefit to any stakeholders (residents, the state, Applicant).

ATTACHMENT 14

SIZE OF THE PROJECT

Size of Project				
Department/Service	Proposed BGSF/DGSF	State Standard	Difference	Met Standard?
General Long-Term Care	712 BGSF/Bed	453-713 BGSF/Bed	1 BGSF/Bed	Yes

The proposed project does not exceed the state standard of 453-713 building gross square feet ("BGSF") per bed.

ATTACHMENT 15

PROJECT SERVICES UTILIZATION

Utilization					
	Dept/Service	Historical Utilization/Patient Days etc.	Projected Utilization	State Standard	Met Standard?
Year 1	General Long-Term Care	N/A	61%	90%	NO
Year 2	General Long-Term Care	N/A	91%	90%	YES

ATTACHMENT 28

BACKGROUND OF THE APPLICANT

77 Ill. Admin. Code §1125.520 Background of the Applicant – Review Criterion

See Attachment 11.

ATTACHMENT 28

PLANNING AREA NEED

77 Ill. Admin. Code §1125.530 Planning Area Need - Review Criterion

IDPH in its Update to Inventory of Long-Term Care Services, dated March 16, 2012, identifies a need for eight-hundred and ninety-nine (899) additional long-term care beds in Health Planning Area 7C. The Project will help alleviate this need for additional long-term care beds by making ninety-six (96) skilled nursing beds available for the community.

ATTACHMENT 28

SERVICE TO PLANNING AREA RESIDENTS

77 Ill. Admin. Code §1125.530(b) –Service to Planning Area Residents

Applicant's primary purpose in constructing the Healthcare Center is to provide the Naperville and Health Planning Area 7C with needed health care and long-term care. Applicant intends to provide a full service continuing care retirement community at Monarch Landing, which will allow residents to age in place and receive needed long-term care services on-site. Furthermore, Applicant is committed to offering this same convenience to other residents of the Naperville Area.

ATTACHMENT 28

SERVICE DEMAND

77 Ill. Admin. Code §1125.540(d) – Service Demand – Establishment of General Long Term Care – Projected Referrals

Projected Referrals – Attached in Appendix I are facility referral letters attesting to the total number of residents who have received care at existing long-term care facilities located in the area, and an estimated number of residents that the referring facility will refer annually to Applicant within a 24-month period after project completion.

ATTACHMENT 28

SERVICE ACCESSIBILITY

77 Ill. Admin. Code §1125.570 Service Accessibility

a) Service Restrictions

Applicant intends to provide a full service continuing care retirement community at Monarch Landing, which will allow residents to age in place and receive any needed long-term care services on the same campus. The absence of a skilled nursing facility on the Monarch Landing campus prevents residents from receiving the care they require onsite and requires their transfer to other skilled nursing facilities when such services are required. If skilled nursing services are needed only on a temporary basis, a resident may be transferred multiple times to other skilled nursing facilities. This disruption in the continuity of care for residents is detrimental to quality of life of such residents. Furthermore, resident couples residing at Monarch Landing experience additional hardship as the transfer of a spouse to a skilled nursing facility separate the couple. As a result, a resident is required to travel to another facility in order to visit their ailing spouse. Lastly, if the need for eight-hundred and ninety-nine (899) long-term care beds in Health Planning Area 7C is not reduced, the availability of conveniently located skilled nursing beds will decrease as patients in need of skilled nursing services compete for such services. As such resources become scarce; residents may be required to transfer to increasingly distant facilities, resulting in significant hardship for both residents and their families. Establishing the proposed skilled nursing facility on the Monarch Landing campus will eliminate this issue as residents will be able to age in place, maintain continuity of care and allow resident couples to receive the full spectrum of care on a single campus.

b) Supporting Documentation

IDPH Update to Inventory of Long-Term Care Services, dated March 16, 2012.

ATTACHMENT 28

UNNECESSARY DUPLICATION

77 Ill. Admin. Code §1125.580(a) Unnecessary Duplication/Maldistribution

Unnecessary Duplication

As required by 77 Ill. Admin. Code §1125.580(a), the tables included in this Attachment show the following information:

- A list of zip code areas that are located, in total or in part, within 30 minutes normal travel time of the project's site;
- The 2010 population of the identified zip code areas; and
- The names and locations of all existing or approved health care facilities located within 30 minutes normal travel time from the population site that provide the categories of bed service that are proposed by the project.

MapQuest maps of driving times and distances are included in Appendix 3 in the order they appear in the facility table.

ATTACHMENT 28

UNNECESSARY DUPLICATION

30 MINUTES NORMAL DRIVE TIME ZIP CODE AND 2010 POPULATION DATA

Zip Code	Total Population
60511	1,793
60144	58
60512	1,111
60554	11,796
60538	26,619
60506	53,013
60542	17,099
60539	341
60543	36,156
60503	16,717
60505	76,573
60519	88
60502	21,873
60119	10,371
60510	28,897
60134	28,565
60175	25,564
60174	30,752
60177	22,659
60586	46,251
60544	25,959
60446	39,807
60585	22,311
60564	41,312
60504	37,919
60555	13,538
60563	35,922
60540	42,910
60490	20,463
60565	40,524
60440	52,911
60532	27,066
60517	32,038
60515	27,503
60516	29,084
60559	24,852
60439	22,919
60561	23,115
60527	27,486
60514	9,708

Zip Code	Total Population
60521	17,597
60558	12,960
60185	36,527
60190	10,663
60184	2,448
60103	41,928
60189	30,472
60188	42,656
60187	29,016
60139	34,381
60133	38,103
60108	22,735
60172	24,537
60120	50,955
60192	16,343
60107	39,927
60169	33,847
60137	37,805
60148	51,468
60157	2,380
60101	39,119
60143	10,360
60523	9,890
60181	28,836
60126	46,371
60162	8,111
60163	5,209
60526	13,576
60154	16,773
60155	7,927
60104	19,038
60165	4,946
60160	25,432
60153	24,106
60141	224
60130	14,167
60304	17,231
60301	2,539

ATTACHMENT 28

UNNECESSARY DUPLICATION

APPROVED HEALTH CARE FACILITIES LOCATED WITHIN 30 MINUTES NORMAL TRAVEL TIME

Facility Name	Address	City	Zip Code	General Beds
Tiller's Nursing & Rehab Center	4390 SR-71	Oswego	60543	106
Provena McAuley Manor	400 West Sullivan Road	Aurora	60506	87
Countryside Care Center	2330 West Galena Boulevard	Aurora	60506	203
Elmwood Terrace Healthcare Ctr	1017 West Galena Boulevard	Aurora	60506	68
Alden Of Waterford	2021 Randi Drive	Aurora	60504	99
Jennings Terrace	275 South LaSalle	Aurora	60505	60
Asbury Pavilion Nursing & Rehab Ctr	210 Airport Road	North Aurora	60542	75
North Aurora Care Center	310 Banbury Road	North Aurora	60542	129
Aurora Rehab & Living Center	1601 North Farnsworth	Aurora	60505	195
Greenfields of Geneva	Lot 2 & 3 Mill Creek	Geneva	60134	43
Covenant Health Care Center	831 Batavia Avenue	Batavia	60510	99
Meadowbrook Manor	37W220 Keslinger Road	Geneva	60134	150
Batavia Rehab & Hlthcare Ctr.	520 Fabyan Parkway	Batavia	60510	63
Geneva Nursing & Rehab	1101 East State Street	Geneva	60134	107
Provena Pine View Care Center	611 Allen Lane	St. Charles	60174	120
Park Point South Elgin Healthcare	Illinois 25 & East Middle Street	South Elgin		120
Rosewood Care Ctr St. Charles	850 Dunham Road	St. Charles	60174	109
Manorcare of Elgin	180 South State Street	Elgin	60123	88
Heritage Manor - Elgin	355 Raymond Street	Elgin	60120	94
Lakewood Nrsng & Rehab Center	14718 S. Eastern Avenue	Plainfield	60544	131
Rosewood Care Center	3401 Hennepin Drive	Joliet	60435	120
Meadowbrook Manor	720 Raymond Drive	Naperville	60563	245
St. Patrick's Residence	1400 Brookdale Road	Naperville	60563	209

Facility Name	Address	City	Zip Code	General Beds
Community Nsg & Rehab Center	1136 North Mill Street	Naperville	60563	153
Tabor Hills Healthcare	1437 Crystal Avenue	Naperville	60563	211
Alden Estates of Naperville	1525 South Oxford Lane	Naperville	60565	203
Meadowbrook Manor	431 West Remington Boulevard	Bolingbrook	60440	298
Manor Care - Naperville	200 West Martin Avenue	Naperville	60540	118
Transitional Care of Naperville	1175 East Diehl Road	Naperville		120
Westbury Care Center	1800 Robin Lane	Lisle	60532	55
Snow Valley Nrsng & Rehab Ctr	5000 Lincoln Avenue	Lisle	60532	51
Fairview Baptist Home	6700 Fairview Avenue	Downers Grove	60516	160
Rest Haven West	3450 Saratoga Avenue	Downers Grove	60515	145
Westmont Nursing & Rehab Center	6501 South Cass	Westmont	60559	215
Burgess Square	5801 South Cass Avenue	Westmont	60559	203
Chateau Nrsng & Rehab Center	7050 Madison Street	Willowbrook	60521	150
Manor Care of Westmont	512 East Ogden Avenue	Westmont	60559	155
Manor Care of Hinsdale	600 West Ogden Avenue	Hinsdale	60521	202
Emeritus Burr Ridge	6801 High Grove Blvd.	Willowbrook	60527	30
King-Bruwaert House	6101 South County Line Road	Burr Ridge	60527	49
West Chicago Terrace	928 Joliet Road	West Chicago	60185	120
Assisi Healthcare Center at Clare Oaks	775 W Bartlett Rd	Bartlett	60103	120
Lexington Of Streamwood	815 East Irving Park Road	Streamwood	60107	214
Winfield Woods	28W141 Liberty Street	Winfield	60190	138
Dupage Convalescent Home	400 N County Farm Road	Wheaton	60187	508
Wynscape	2180 Manchester Road	Wheaton	60187	209
Marianjoy Rehab Hospital	2050 W Roosevelt Rd	Wheaton	60187	20
Wheaton Care Center	1325 Manchester Road	Wheaton	60187	123
Wood Glen Nursing & Rehab Ctr	County Farm Rd & SR-64	West Chicago	60185	207
Windsor Park Manor	110 Windsor Park Drive	Carol Stream	60188	80
Claremont-Hanover Park	2016 West Lake Street	Hanover Park	60133	150
Lexington Health Care Center-Bloomingtondale	165 South Bloomingtondale Road	Bloomingtondale	60108	166
Alden-Poplar Creek Rehab & Care	1545 Barrington Road	Hoffman Estates	60194	217

Facility Name	Address	City	Zip Code	General Beds
Beacon Hill	2400 South Finley Road	Lombard	60148	110
Lexington Health Care Center-Lombard	2100 South Finley Road	Lombard	60148	224
Alden-Valley Ridge Rehab & Care	275 East Army Trail Road	Bloomingtondale	60108	207
West Suburban Nursing & Rehab Center	311 Edgewater Drive	Bloomingtondale	60108	259
Forest View Rehab & Nursing Center	535 South Elm	Itasca	60143	144
Oak Brook Health Care Center	2013 Midwest Road	Oak Brook	60521	156
Lexington of Elmhurst	420 W Butterfield Rd	Elmhurst	60126	145
Park Place Christian Community	1050 Euclid Avenue	Elmhurst	60126	37
Elmhurst Extended Care Center	200 East Lake Street	Elmhurst	60126	108
Westchester Health & Rehab	2901 Wolf Road	Westchester	60154	120
Elmhurst Memorial Hospital	200 Berteau Avenue	Elmhurst	60126	38
Villa Scalabrini Nsg & Rehab	480 North Wolf Road	Northlake	60164	253
Elm Brook Hlth C & Rehab Ctre	127 West Diversey Avenue	Elmhurst	60126	180
Lexington Of Lagrange	4735 Willow Springs Road	Lagrange	60525	120
Plymouth Place	315 North Lagrange Road	LaGrange	60525	86
The Grove of LaGrange Park	701 North Lagrange Road	Lagrange Park	60525	131
Oakridge Nursing & Rehab Ctr	323 Oakridge Avenue	Hillside	60162	73
The Renaissance At Hillside	4600 North Frontage Road	Hillside	60162	198
Berkshire Nursing & Rehab Center	8200 West Roosevelt Road	Forest Park	60130	232
Rush Oak Park Hospital	520 South Maple Avenue	Oak Park	60304	36

ATTACHMENT 28

MALDISTRIBUTION

77 Ill. Admin. Code §1125.580(b) Unnecessary Duplication/Maldistribution

Maldistribution

This Project will not result in maldistribution because there is not an excess of long-term care beds in Health Planning Area 7C. On the contrary, this Health Planning Area has an identified need for eight-hundred and ninety-nine (899) additional long-term care beds, as published in the IDPH Update to Inventory of Long-Term Care Services dated March 16, 2012.

A ratio of long-term care beds to population that exceeds one and one-half times the State average:

The ratio of long-term care beds to population within a 30 minute drive time of the proposed project does not exceed one and a half times the State average. The State average, calculated from the most-recently available IDPH Update to Inventory of Long-Term Care Services dated March 16, 2012 and 2010 census population statistics results in a state bed to population ratio of 1 long-term care bed per 126 persons. The calculated long-term care bed to population ratio within the 30 minute drive time of the proposed facility is 1 long-term care bed per 185 persons. Thus the long-term care bed to population ratio within the 30 minute drive time of the proposed facility does not exceed one and one-half times the State average; in fact it is two-thirds the State average demonstrating that there is not a maldistribution of long-term care beds in the 30 minute drive time of the proposed facility.

The calculation for the state long-term care bed to population ratio utilizes 2010 Census data for the State of Illinois and the total long-term care bed count as found on the IDPH Update to Inventory of Long-Term Care Services, dated March 16, 2012. The calculation of the long-term care bed to population ratio for facilities within a 30 minute drive time is calculated using all facilities and zip codes identified in the Unnecessary Duplication of Services attachment.

30 Minute Drive Time

Total Number of Beds for Facilities within a 30 Minute Drive Time	10,367
Total Population for Zip Codes within a 30 Minute Drive Time	1,924,246
Ratio of Beds to Population	185

State of Illinois

Total Number of Beds in the State of Illinois	101,786
Total Population in the State of Illinois	12,830,632
Ratio of Beds to Population	126

ATTACHMENT 28

MALDISTRIBUTION

FACILITIES WITHIN A 30 MINUTE DRIVE TIME

Facility ID	Facility Name	Address	City	General Beds	Drive Time from Proposed Project	Within 30 Minute Drive Time	Patient Days	Total Available Days	Occupancy
6009401	Tiller's Nursing & Rehab Center	4390 SR-71	Oswego	106	13	Y	28,322	38,690	73.2%
6005912	Provena McAuley Manor	400 West Sullivan Road	Aurora	87	12	Y	23,156	31,755	72.9%
6002174	Countryside Care Center	2330 West Galena Boulevard	Aurora	203	16	Y	68,646	74,095	92.6%
6002844	Elmwood Terrace Healthcare Ctr	1017 West Galena Boulevard	Aurora	68	19	Y	21,932	24,820	88.4%
6014773	Alden Of Waterford	2021 Randi Drive	Aurora	99	14	Y	29,207	36,135	80.8%
6004899	Jennings Terrace	275 South LaSalle	Aurora	60	19	Y	19,490	21,900	89.0%
	Asbury Pavilion Nursing & Rehab Ctr	210 Airport Road	North Aurora	75	12	Y	-	-	0
6006605	North Aurora Care Center	310 Banbury Road	North Aurora	129	11	Y	36,471	47,085	77.5%
6000574	Aurora Rehab & Living Center	1601 North Farnsworth	Aurora	195	9	Y	40,826	71,175	57.4%
	Greenfields of Geneva	Lot 2 & 3 Mill Creek	Geneva	43	16	Y	-	-	0
6002208	Covenant Health Care Center	831 Batavia Avenue	Batavia	99	17	Y	33,818	36,135	93.6%
	Meadowbrook Manor	37W220 Keslinger Road	Geneva	150	20	Y	-	-	0
6008171	Batavia Rehab & Hlthcare Ctr.	520 Fabyan Parkway	Batavia	63	16	Y	14,647	22,995	63.7%
6003503	Geneva Nursing & Rehab	1101 East State Street	Geneva	107	13	Y	29,470	39,055	75.5%
6007439	Provena Pine View Care Center	611 Allen Lane	St. Charles	120	22	Y	33,727	43,800	77.0%
10-065	Park Point South Elgin Healthcare	Illinois 25 & East Middle Street	South Elgin	120	28	Y	-	-	0
6014666	Rosewood Care Ctr St. Charles	850 Dunham Road	St. Charles	109	18	Y	26,712	39,785	67.1%
6000277	Manorcare of Elgin	180 South State Street	Elgin	88	32	N	-	-	0
6006902	Heritage Manor - Elgin	355 Raymond Street	Elgin	94	30	Y	27,387	34,310	79.8%
6005235	Lakewood Nrsng & Rehab Center	1112 North Eastern Avenue	Plainfield	131	24	Y	41,821	47,815	87.5%
6012835	Rosewood Care Center	3401 Hennepin Drive	Joliet	120	33	N	-	-	0
6014518	Meadowbrook Manor	720 Raymond Drive	Naperville	245	5	Y	82,904	89,425	92.7%
6011910	St. Patrick's Residence	1400 Brookdale Road	Naperville	209	4	Y	71,875	76,285	94.2%
6006175	Community Nsg & Rehab Center	1136 North Mill Street	Naperville	153	7	Y	46,268	55,845	82.9%
6014252	Tabor Hills Healthcare	1437 Crystal Avenue	Naperville	211	3	Y	69,981	77,015	90.9%
6007033	Alden Estates of Naperville	1525 South Oxford Lane	Naperville	203	16	Y	58,864	74,095	79.4%
6013120	Meadowbrook Manor	431 West Remington Boulevard	Bolingbrook	298	27	Y	101,347	108,770	93.2%
6000251	Manor Care - Naperville	200 West Martin Avenue	Naperville	118	12	Y	37,699	43,070	87.5%
	Transitional Care of Naperville	1175 East Diehl Road	Naperville	120	8	Y	-	-	0

Facility ID	Facility Name	Address	City	General Beds	Drive Time from Proposed Project	Within 30 Minute Drive Time	Patient Days	Total Available Days	Occupancy
6014955	Westbury Care Center	1800 Robin Lane	Lisle	55	14	Y	17,663	20,075	88.0%
6008676	Snow Valley Nrsng & Rehab Ctr	5000 Lincoln Avenue	Lisle	51	14	Y	14,763	18,615	79.3%
6003032	Fairview Baptist Home	6700 Fairview Avenue	Downers Grove	160	23	Y	30,792	58,400	52.7%
6007876	Rest Haven West	3450 Saratoga Avenue	Downers Grove	145	18	Y	36,742	52,925	69.4%
6009930	Westmont Nursing & Rehab Center	6501 South Cass	Westmont	215	25	Y	71,835	78,475	91.5%
6001259	Burgess Square	5801 South Cass Avenue	Westmont	203	25	Y	63,656	74,095	85.9%
6010367	Chateau Nrsng & Rehab Center	7050 Madison Street	Willowbrook	150	29	Y	49,693	54,750	90.8%
6000335	Manor Care of Westmont	512 East Ogden Avenue	Westmont	155	25	Y	44,952	56,575	79.5%
6006332	Manor Care of Hinsdale	600 West Ogden Avenue	Hinsdale	202	25	Y	66,354	73,730	90.0%
6016216	Emeritus Burr Ridge	6801 High Grove Blvd.	Willowbrook	30	30	Y	8,735	10,950	79.8%
6005037	King-Bruwaert House	6101 South County Line Road	Burr Ridge	49	31	N	-	-	0
6009872	West Chicago Terrace	928 Joliet Road	West Chicago	120	8	Y	41,786	43,800	95.4%
6016273	Assisi Healthcare Center at Clare Oaks	775 W Bartlett Rd	Bartlett	120	23	Y	29,951	43,800	68.4%
6012975	Lexington Of Streamwood	815 East Irving Park Road	Streamwood	214	28	Y	67,101	78,110	85.9%
6005334	Winfield Woods	28W141 Liberty Street	Winfield	138	12	Y	44,064	50,370	87.5%
6002612	Dupage Convalescent Home	400 N County Farm Road	Wheaton	508	11	Y	114,858	185,420	61.9%
6008361	Wynscape	2180 Manchester Road	Wheaton	209	11	Y	45,388	76,285	59.5%
	Marianjoy Rehab Hospital	2050 W Roosevelt Rd	Wheaton	20	10	Y	-	-	0
6009963	Wheaton Care Center	1325 Manchester Road	Wheaton	123	14	Y	41,578	44,895	92.6%
6001713	Wood Glen Nursing & Rehab Ctr	County Farm Rd & SR-64	West Chicago	207	14	Y	72,757	75,555	96.3%
6011753	Windsor Park Manor	110 Windsor Park Drive	Carol Stream	80	18	Y	20,971	29,200	71.8%
6016554	Claremont-Hanover Park	2016 West Lake Street	Hanover Park	150	27	Y	80	54,750	0.1%
6011993	Lexington Health Care Center-Bloomingtondale	165 South Bloomingdale Road	Bloomingtondale	166	27	Y	53,431	60,590	88.2%
6001366	Alden-Poplar Creek Rehab & Care	1545 Barrington Road	Hoffman Estates	217	31	N	-	-	0
6000772	Beacon Hill	2400 South Finley Road	Lombard	110	17	Y	37,246	40,150	92.8%
6005318	Lexington Health Care Center-Lombard	2100 South Finley Road	Lombard	224	18	Y	69,987	81,760	85.6%
6000459	Alden-Valley Ridge Rehab & Care	275 East Army Trail Road	Bloomingtondale	207	27	Y	63,275	75,555	83.7%
6001002	West Suburban Nursing & Rehab Center	311 Edgewater Drive	Bloomingtondale	259	29	Y	65,267	94,535	69.0%
6000483	Forest View Rehab & Nursing Center	535 South Elm	Itasca	144	32	N	-	-	0
6006720	Oak Brook Health Care Center	2013 Midwest Road	Oak Brook	156	20	Y	50,738	56,940	89.1%
6013098	Lexington of Elmhurst	420 W Butterfield Rd	Elmhurst	145	23	Y	46,352	52,925	87.6%

Facility ID	Facility Name	Address	City	General Beds	Drive Time from Proposed Project	Within 30 Minute Drive Time	Patient Days	Total Available Days	Occupancy
	Park Place Christian Community	1050 Euclid Avenue	Elmhurst	37	24	Y	-	-	0
6002828	Elmhurst Extended Care Center	200 East Lake Street	Elmhurst	108	29	Y	26,462	39,420	67.1%
6012173	Westchester Health & Rehab	2901 Wolf Road	Westchester	120	26	Y	38,704	43,800	88.4%
6014310	Elmhurst Memorial Hospital	200 Berteau Avenue	Elmhurst	38	29	Y	13,062	13,870	94.2%
6009591	Villa Scalabrini Nsg & Rehab	480 North Wolf Road	Northlake	253	31	N	-	-	0
6010144	Elm Brook Hlth C & Rehab Ctre	127 West Diversey Avenue	Elmhurst	180	30	Y	48,662	65,700	74.1%
6013361	Lexington Of Lagrange	4735 Willow Springs Road	Lagrange	120	31	N	-	-	0
6016265	Plymouth Place	315 North Lagrange Road	LaGrange	86	31	N	-	-	0
6003057	The Grove of LaGrange Park	701 North Lagrange Road	Lagrange Park	131	30	Y	36,057	47,815	75.4%
6006829	Oakridge Nursing & Rehab Ctr	323 Oakridge Avenue	Hillside	73	27	Y	19,610	26,645	73.6%
6014906	The Renaissance At Hillside	4600 North Frontage Road	Hillside	198	28	Y	63,388	72,270	87.7%
6015333	Berkshire Nursing & Rehab Center	8200 West Roosevelt Road	Forest Park	232	31	N	-	-	0
6010615	Rush Oak Park Hospital	520 South Maple Avenue	Oak Park	36	32	N	-	-	0
	OVERALL OCCUPANCY			10,367			2,460,530	3,086,805	79.7%

ATTACHMENT 28

IMPACT ON UTILIZATION

77 Ill. Admin. Code §1125.580(c) Unnecessary Duplication/Maldistribution

Impact on Utilization

The addition of ninety-six (96) beds at the Healthcare Center would only account for 0.92% of the total bed capacity in the 30-minute drive time area around Monarch Landing and 1.6% of the total bed capacity in Health Planning Area 7C. Assuming 90% utilization (31,536 patient days) was achieved immediately, Monarch Landing would only make a .83% difference in the 30 minute drive time occupancy levels and a 1.4% difference in the total bed capacity of Health Planning Area 7C. This increase in beds is insignificant compared to the number of approved beds in the area, thus it is unlikely that the addition of these beds will lower the utilization of other area providers, both those who are operating above 90% and those operating below 90%.

Additionally, Health Planning Area 7C has a calculated need of eight-hundred and ninety-nine (899) additional long-term care beds, as published in the IDPH Update to Inventory of Long-Term Care Services dated March 16, 2012.

ATTACHMENT 28

STAFFING AVAILABILITY

77 Ill. Admin. Code §1125.590 Staffing Availability

[SEE ATTACHED STAFFING PLAN]

The Healthcare Center at Monarch Landing**SNF FTE**

General and Administrative	SNF FTE
Dept. Manager (Acctg.) & Asst.	1.5
Human Resources	0.7
Clerical & Secretary	1.7
Marketing (Incl. Commissions)	1.5
Subtotal Total Staffing	5.4

Plant

General Maintenance	0.9
Subtotal Total Staffing	0.9

Environmental Services

Housekeepers	4.2
Janitors	1.5
Laundry	2.5
Subtotal Total Staffing	8.1

Health Center

Administrator	1.0
Dept. Manager & Asst.	2.0
Clerical & Secretary	1.0
Other	2.0
Activities	4.0
Medical Records	1.0
Nurse Aides	39.2
LPNs	12.6
RNs	12.6
MDS Coordinator	2.0
Social Service Director	2.0
Subtotal Total Staffing	79.4

Food & Beverage Service

Supervisors	0.7
Cook Assistants	2.6
Utility Workers	3.3
Diet Aides	11.2
Subtotal Total Staffing	17.9

Resident Services

Bus Drivers/Valet	0.7
Subtotal Total Staffing	0.7

Total Staffing	112.5
-----------------------	--------------

ATTACHMENT 28

STAFFING AVAILABILITY

Overview

The staffing model presented in this application represents both clinical and non-clinical functions for the skilled nursing component of the Healthcare Center. Additionally, built into the model is staff members dedicated to the ninety-six (96) bed skilled nursing facility and an allocation of certain staff shared by the skilled nursing and assisted living facilities.

The designated Administrator will be responsible for the overall operation of the Healthcare Center, including the skilled nursing and assisted living facilities. There will be a Program Manager dedicated to the day to day programming and operation of the assisted living facility who will report to the Healthcare Center Administrator.

Within each facility, the staffing pattern of nursing supervision has been designed to meet all IDPH regulations for both skilled nursing and assisted living facilities. Twenty-four hour per day staffing will be provided in both facilities and include nursing supervision as well as direct care certified nursing assistants.

The non-clinical staffing component represents housekeeping, maintenance and engineering, transportation and food service. The Healthcare Center non-clinical staffing represented in the model is solely dedicated to the Healthcare Center Operation. The Administrator will ensure all services meet resident needs as well all IDPH and DuPage County Health Department rules and regulations.

The Healthcare Center Administrator will report to the Monarch Landing Executive Director/CEO.

Recruitment

Monarch Landing has a fully functioning Human Resources Department at this time. It will be the responsibility of the Human Resources Director to develop the recruitment plan for the hiring of all of the Healthcare Center employees.

Recruitment activities will commence in first quarter of 2013 for the Administrator and the Director of Nursing. It is expected that the Administrator will be hired six months prior to the opening of the Healthcare Center. The Administrator will work directly with the Monarch Landing Human Resources Director in screening, interviewing and hiring all Healthcare Center employees.

The Human Resources Director has access to a variety of recruitment tools including internet websites, professional associations, and market networking resources. Monarch Landing has an excellent history of recruitment and placement, receiving over 1,300 applications per year for employment. The current retention rate at Monarch Landing is 80%, so the addition of the Healthcare Center to the Monarch Landing campus will provide growth and promotional opportunities for existing staff.

ATTACHMENT 28

BED CAPACITY

77 Ill. Admin. Code §1125.600 Bed Capacity

The proposed number of beds for the Project is ninety-six (96) beds. The maximum allowable beds for a general long-term facility are two-hundred and fifty (250) beds. Therefore, the proposed beds do not exceed the maximum allowable beds.

ATTACHMENT 28

COMMUNITY RELATED FUNCTIONS

77 Ill. Admin. Code §1125.610 Community Related Functions

Community Support Letters are attached in Appendix 2.

ATTACHMENT 28

PROJECT SIZE

77 Ill. Admin. Code §1125.620 Project Size - Review Criterion

The Project Size Review Criterion can be found in Attachment 14.

ATTACHMENT 28

ZONING

77 Ill. Admin. Code §1125.630 Zoning

Zoning Overview Monarch Landing- Naperville & Warrenville, Illinois

Applicant owns an approximately 80 acre tract located in DuPage County, Illinois. Approximately 61 acres of the property are located in the City of Naperville while the balance of the property is located in the City of Warrenville.

In the City of Naperville, the property is zoned Office Commercial and Institutional District ("OCI"). A conditional use for a preliminary planned unit development ("PUD") was approved in 2005. The preliminary PUD permits the development of a continuing care retirement community ("CCRC") according to the restrictions contained on the Preliminary PUD Plat. Phase I of the approved preliminary planned unit development has been constructed. Applicant now seeks to modify the existing PUD to relocate and redesign the Healthcare Center which was previously approved, but never constructed, as part of Phase II of the PUD. This proposed modification will require a major change to the PUD. This process will require a public hearing before the City's Planning and Zoning Commission, an amendment to the Annexation Agreement and approval by the Naperville City Council. Applicant believes that the modification will be warmly received as it merely seeks to relocate the approved Healthcare Center use which is integral to the overall purpose and intent of the PUD.

In the City of Warrenville, the property is zoned R-2 Medium-Low Density Residential District ("R-2") with a conditional use for a planned unit development. The proposed relocation of the Healthcare Center will require approval by the Warrenville corporate authorities. However, no portion of the Healthcare Center was formerly located in the City of Warrenville nor will any future portion of the Healthcare Center be located in the City of Warrenville. We anticipate that the modification will be warmly received as it has no impact on the City of Warrenville.

ATTACHMENT 28

ASSURANCES

77 Ill. Admin. Code §1125.640 Assurances

April 9, 2011

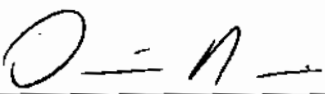
VIA FEDERAL EXPRESS

Illinois Health Facilities and Services Review Board
525 West Jefferson Street
Second Floor
Springfield, Illinois 62761

Re: Assurances – Naperville Senior Care, LLC

Dear Sir or Madam:

In accordance with 77 Ill. Admin. Code §1125.640, and with respect to the Healthcare Center at Monarch Landing, Naperville Senior Care certifies that by the second year of operation after the project completion, the Naperville Senior Care will achieve and maintain utilization of 90% or higher.



Signature

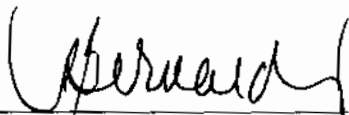
David Reis

Printed Name

Managing member of Senior Care
Development, LLC, manager

Title

Subscribed and sworn to before me this 9th day of April, 2012



Signature of Notary

Seal

TERESA BERNARDI
Notary Public, State of New York
No. 01BE6187450
Qualified in Westchester County
Commission Expires May 19, 2012

ATTACHMENT 28

CONSTRUCTION SCHEDULE

77 Ill. Admin. Code §1125.800 Construction Schedule

The anticipated dates and percent of project construction or modernization completion at the 25th, 50th, 75th, 95th and 100th percentile of project funds expended are as follows:

Date	Project Funds Expended	% Construction Completed
3/5/2013	Project Funds 25% Expended	39.1%
5/7/2013	Project Funds 50% Expended	58.7%
7/2/2013	Project Funds 75% Expended	76.0%
12/1/2013	Project Funds 95% Expended	100.0%
3/14/2014	Project Funds 100% Expended	100.0%

ATTACHMENT 28

OTHER LONG TERM CARE REVIEW CRITERIA

77 III. Admin Code §1125.800 Estimated Total Project Cost

b. Related Cost Data

- 1) Land Acquisition Cost – See Application Page 8.
- 2) Operating Start-Up Cost – See Application Page 8.
- 3) Construction and Modernization Costs and Schedule – See Attachment 28 – Construction Schedule.
- 4) Debt Service Relief Fund – No debt service relief fund will be utilized for this project.

c. Information Requirements for Financial Feasibility

- 1) Documentation of a U.S. Department of Housing and Urban Development (HUD) insured mortgage commitment, historical financial statements, or evidence of financial resources to fund the project – See Attachments 39 – Availability of Funds.
- 2) Projected Capital Costs – See Attachment 42 – Reasonableness of Project and Related Costs.
- 3) Projected Operating Costs – See Attachment 42 – Reasonableness of Project and Related Costs.
- 4) Availability of Funds – See Attachments 39 – Availability of Funds.
- 5) Operating Start-up Costs Coverage – See Attachment 41 –Financial Viability.
- 6) Financial Viability – See Attachment 41 –Financial Viability.
- 7) Previous Certificate of Need Projects – Applicant has no outstanding Certificate of Need projects.
- 8) Financial and Economic Review Standard Ratios for New Facilities – See Attachment 41 –Financial Viability – Viability Ratios.

ATTACHMENT 39

AVAILABILITY OF FUNDS

Applicant possesses financial resources that will be available and exceed the estimated total project cost. As Applicant has no documented HUD insured mortgage commitment, Applicant provides documentation of Cash and Securities and Available Debt in excess of the estimated project cost. Equity in the amount of approximately \$7,226,664 will be provided to Applicant by Naperville Holdings, LLC through a capital call that will be made to the members of Naperville Holdings, LLC. The remaining estimated project cost in the amount of approximately \$17,200,109 will be obtained through a debt instrument executed between Applicant and Fundamental Partners LP. Included in this attachment are documents pertaining to both the capital call by Naperville Holdings, LLC and a letter of intent from Fundamental Partners LP to provide Applicant with funds through a debt instrument.

Naperville Holdings, LLC

Consent in Writing of the Board of Directors of Naperville Holdings, LLC

April 11, 2012

Capital Call

The undersigned, being all of the directors of the Board of Directors of Naperville Holdings, LLC (the "Company"), acting pursuant to the Limited Liability Company Act of Delaware and the Company's limited liability company operating agreement, hereby consent to the adoption of the following resolutions and approve and adopt such resolutions with the same force and effect as if they were approved and adopted at a duly constituted meeting of the Board of Directors of the Company:

WHEREAS, the Company's Board of Directors deems it desirable and in the best interest of the Company to initiate a capital call from all equity holders in the event of the granting of a CON Permit by the Illinois Health Facilities and Services Review Board on or about July 24, 2012 (the "CON Approval").

NOW, THEREFORE, BE IT

RESOLVED, that the Senior Care Naperville, LLC, the Company's manager (the "Manager"), is hereby authorized and directed to make a capital call upon the Company's members in the amount of \$9,713,200 (the "Capital Call") upon the CON Approval.

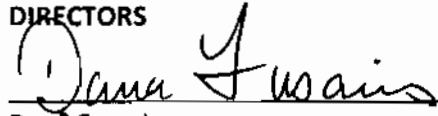
RESOLVED, that the Capital Call be downstreamed to the Company's wholly owned subsidiary, Naperville Senior Care, LLC (d/b/a Monarch Landing). Of that amount, approximately \$7,226,664 will be used to finance the skilled portion of the project.

RESOLVED, this Consent in Writing may be executed in any number of counterparts, and such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Consent in Writing. Any signature delivered by facsimile transmission, or by similar electronic means, shall be deemed an original signature to this Consent in Writing.

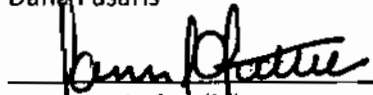
[Signature Page Follows]

The undersigned directors execute this Consent in Writing as of the date first written above

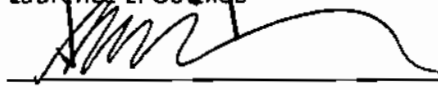
DIRECTORS



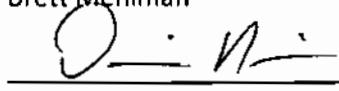
Dana Fusaris



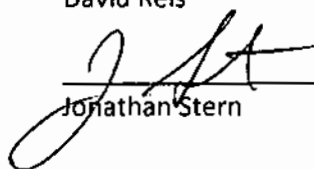
Laurence L. Gottlieb



Brett Mehlman



David Reis



Jonathan Stern

Senior Care Naperville, LLC

April 11, 2012

Dale Galassie
Chairman
Illinois Health Facilities and Services Review Board
525 W. Jefferson, Second Floor
Springfield, IL 62761

RE: The Healthcare Center at Monarch Landing

Dear Mr. Galassie:

Pursuant to the Board of Directors' resolutions dated April 11, 2012, Naperville Holdings, LLC, the holding company of Naperville Senior Care, LLC (d/b/a Monarch Landing) has authorized a capital call in the amount of \$9,713,200 (the "Capital Call") in the event that a CON Permit is granted. The proceeds of the Capital Call will be provided to Monarch Landing to fund the project costs associated with the construction of the Healthcare Facility at Monarch Landing.

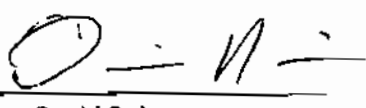
Sincerely,

NAPERVILLE HOLDINGS, LLC

By: Senior Care Naperville, LLC
Its Manager

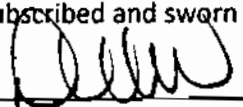
By: Senior Care Development, LLC
Its Manager

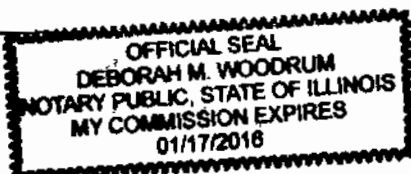
By:

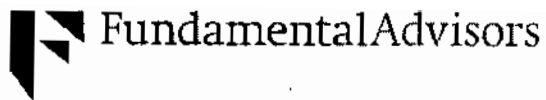

David Reis
Managing Member

Notarization:

Subscribed and sworn to me this 11th day of April 2012


Signature of Notary





April 11, 2012

Fundamental Advisors LP
745 Fifth Avenue, 30th Floor
New York, New York 10151
T 212 205 5000
F 212 205 5050

Dale Galassie
Chairman
Illinois Health Facilities and Services Review Board
525 W. Jefferson, Second Floor
Springfield, IL 62761

RE: The Healthcare Center at Monarch Landing

Dear Mr. Galassie:

This letter is to advise that Fundamental Partners LP intends to provide the construction and permanent first mortgage financing for the construction of the above referenced facility in Naperville, Illinois.

It is anticipated that the interest rate applicable to both the construction loan and the permanent loan will be 7.0%. The construction term is anticipated to be 13 months. The permanent loan term is anticipated to be 25 years.

The total amount of the construction loan and permanent loan is anticipated to be the lower of \$23,118,291 or 70% LTV; of this total amount, approximately \$17,200,109 will be used to finance the skilled nursing portion of the project.

We look forward to working with you on this transaction.

Very truly yours,

Fundamental Partners LP

A handwritten signature in black ink, appearing to read 'Laurence L. Gottlieb'.

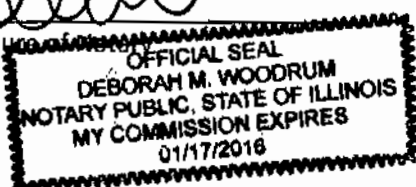
Laurence L. Gottlieb
Chairman & CEO

Notarization:

Subscribed and sworn to me this 11th day of April, 2012

Signature of Notary

Seal:



ATTACHMENT 40

FINANCIAL VIABILITY WAIVER

Not Applicable

ATTACHMENT 41

FINANCIAL VIABILITY - VIABILITY RATIOS

[SEE ATTACHED VIABILITY TABLE]

**MONARCH LANDING
CON APPLICATION
VIABILITY RATIOS**

Provide Data for Project Classified as:	Category B	IDPH Requirement		Meets
Enter Historical and/or Projected Years	Projected			Requirements?
Current Ratio	3.26	1.50	or more	YES
Net Margin Percentage	5.0%	2.5%	or more	YES
Percent Debt to Capitalization	77%	50%	or less	NO
Projected Debt Service Coverage	1.72	1.50	or more	YES
Days Cash on Hand	71	45	or more	YES
Cushion Ratio	1.6	3.0	or more	NO

CURRENT RATIO

Current Assets/Current Liabilities

Current Assets	\$	2,572,985
Current Liabilities	\$	789,822
Current Ratio		3.26

NET MARGIN PERCENTAGE

(Net income/net operating revenues) x 100

Net Income	\$	688,494
Net Operating Revenues	\$	13,649,898
Net Margin Percentage		5.0%

LONG -TERM DEBT TO CAPITALIZATION

(Long-term debt/Long-term Debt plus Net Assets) x100

Long Term Debt	\$	15,995,304
+ Net Assets + Equity	\$	4,710,052
Total	\$	20,705,356
Long-term Debt to Capitalization		77%

PROJECTED DEBT SERVICE COVERAGE RATIO

Net Income plus (Depreciation plus Interest plus amortization)/principal payments plus Interest expense for the year of Maximum Debt Service after Project Completion)

Net Income	\$	688,494
+ Depreciation	\$	636,711
+ Amortization		47,520
+ Interest		1,164,603
Total Net Income (available funds)	\$	2,537,329
MADS	\$	1,475,950
DSCR		1.72

DAYS CASH ON HAND

(Cash plus Investments plus Board Designated Funds)/Operating Expenses less Depreciation expense)/365 days

Total Cash and Investments	\$	2,386,000
Operating Expenses	\$	12,961,404
- Amortization	\$	(47,520)
- Depreciation	\$	(636,711)
Operating Expenses	\$	12,277,173
Days in a year		365
Daily Operating Expenses	\$	33,636
Days Cash on Hand		71

CUSHION RATIO

(Cash plus Investments plus Board Designated Funds)/Principal payments plus Interest Expense)

Total Cash and Investments	\$	2,386,000
Principal payments plus Interest Expense	\$	1,475,950
Cushion Ratio		1.6

ATTACHMENT 41

FINANCIAL VIABILITY

[SEE ATTACHED FINANCIAL FEASIBILITY REPORT]

Naperville Senior Care, LLC



**Certificate of Need Application
Financial Feasibility Report**

April 2012

Naperville Senior Care
CON Application - Financial Feasibility Report

TABLE OF CONTENTS

Independent Accountants' Assembly Report	1
Background of the Report.....	2
Background of the Company and Community.....	2
Summary of Financing	4
Assembled Financial Statements:	
Assembled Statements of Income	5
Assembled Statements of Cash Flows	6
Assembled Balance Sheets	7
Assembled Debt Service Reserve Coverage Ratio	8
Return on Investments	9
Debt to Equity Financing Ratios	9
Breakeven Analysis	9



DIXON HUGHES GOODMAN^{LLP}
Certified Public Accountants and Advisors

INDEPENDENT ACCOUNTANTS' ASSEMBLY REPORT

Naperville Senior Care, LLC
Naperville, Illinois

We have assembled, from information provided by management Naperville Senior Care, LLC (the "Company"), the accompanying projected balance sheet, statements of income, and cash flows of Monarch Landing (the "Community") as of and for each of the six-years ending December 31, 2017, in accordance with attestation standards established by the American Institute of Certified Public Accountants. (This financial projection omits the summary of significant accounting policies.)

The accompanying projection and this report was prepared for inclusion in the Company's application for Certificate of Need in accordance with The Health Facilities Planning Act (the "Act") (20 ILCS 3960). Accordingly, this report should not be used for any other purpose.

An assembly is limited to presenting, in the form of a projection, information that is the representation of management of the Company ("Management") and does not include evaluation of the support for the assumptions underlying the projection. We have not compiled or examined the financial projection and express no assurance of any kind and, accordingly, do not express an opinion or any other form of assurance on the accompanying projected financial statements or assumptions.

We have no responsibility to update this report for events and circumstances occurring after the date of this report.

Dixon Hughes Goodman LLP

Atlanta, Georgia
April 3, 2012

NAPERVILLE SENIOR CARE
CON Application - Financial Feasibility Report

Background of the Report

The Report will address the following questions as required under the The Health Facilities Planning Act (the "Act"):

▪ The amount of equity that is going to be contributed to the project?	Summary of Financing - 4
▪ What assets are being used to secure the financing?	Summary of Financing - 4
▪ What is the ratio of debt to equity financing that will be used?	Financial Viability Ratios - 9
▪ What is the expected ROI on the investment?	Return on Investments - 9
▪ 3 years of projected balance sheet	Balance Sheet - 7
▪ 3 years projected income statements	Income Statement - 5
▪ 3 years projected cash flow statements	Cash Flow Statement - 6
▪ Breakeven analysis	Break Even Analysis - 9

Background of the Company and Community

Naperville Senior Care, LLC (the "Company") owns and operates Monarch Landing ("Monarch Landing"), an independent living facility located on approximately 80-acres in Naperville, Illinois.

Monarch Landing is located at 2255 Monarch Drive Naperville, Illinois and currently includes 385 independent living apartments (the "Independent Living Apartments") in three residential buildings and related common areas, collectively the "Community."

The common areas include a library, beauty salon and barber shop, computer lab, art studio, worship center, billiards and game room, indoor parking, nature walk trails, conference rooms, dog park, pharmacy, bank and 24-hour ATM, multiple dining venues, private dining, and a wellness center with an indoor pool.

The Community has retained by Life Care Services LLC ("LCS") to provide management services. LCS is a nationally recognized leader in the development and management of quality senior living communities throughout the United States. Since 1971, the principal officers of LCS have provided planning, development, and management of senior living communities. Currently, LCS manages more than 100 senior living facilities in 30 states and has ownership interest in twelve communities.

The Community is planning the construction of a new Healthcare Center to include 96 skilled nursing beds (the "Proposed Skilled Nursing Beds"), 28 assisted living units (the "Proposed Assisted Living Units"), and related common areas (collectively, the "Healthcare Center"). The Healthcare Center is to be located on the Monarch Landing campus and would be comprised of a three-story skilled nursing facility, a single-story assisted living facility, a new town center (the "Town Center"). The Town Center would house certain support and community services that would be shared with the assisted living and skilled nursing facilities. Construction of the Healthcare Center is anticipated to begin in December 2012 and is assumed to be available for occupancy in March 2013.

The Healthcare Center would be developed by Senior Care Development LLC ("SCD"). Since 1998, SCD has specialized in developing the full spectrum of senior living facilities, with an emphasis on continuing care retirement communities ("CCRCs").

NAPERVILLE SENIOR CARE
CON Application - Financial Feasibility Report

The Company seeks approval from the Illinois Health Facilities and Services Review Board (the "Board") to establish the Proposed Skilled Nursing Bed component of the Healthcare Center (the "Project"). Therefore, for purposes of the report, the Proposed Assisted Living Units have been excluded from the assembled projected financial statements and analyses in this report.

The following table summarizes the type and number of Proposed Skilled Nursing Beds and the daily fees, effective January 1, 2012.

Table 1		
The Proposed Skilled Nursing Bed Configuration		
Type of Unit	Units/Beds	Monthly and Daily Fees
<i>Proposed Skilled Nursing Beds ⁽¹⁾:</i>		
Private Beds	84	\$ 278 - \$ 288
Semi – Private Beds	12	\$ 222
Total/weighted averages: The Skilled Nursing Bed	96	\$ 273

Source: Management

- (1) The Proposed Skilled Nursing Beds are planned to be licensed as Medicare and Medicaid. Approximately 50 percent of the Proposed Skilled Nursing Beds are utilized by Medicare residents, approximately eight percent of the Proposed Skilled Nursing Beds are utilized for Medicaid residents, and the remainder of the Proposed Skilled Nursing Beds would be utilized by private pay residents.

NAPERVILLE SENIOR CARE
CON Application - Financial Feasibility Report

Summary of Financing

Management assumes it will fund the Proposed Skilled Nursing Beds' construction and other project related costs with the proceeds from several sources including equity and permanent debt. Management assumes to provide approximately \$7,227,000 in equity.

The following table summarizes the Sources and Uses of Funds for the Proposed Skilled Nursing Beds:

Table 2
The Proposed Skilled Nursing Beds
Sources and Uses

USES OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning costs	\$ 302,713	\$ 163,777	\$ 466,491
Site and soil investigation	12,070	6,530	18,600
Site preparation	-	-	-
Off Site Work	-	-	-
New Construction Contracts	9,356,597	5,062,208	14,418,805
Modernization Contracts	-	-	-
Contingencies	482,797	261,208	744,004
Architectural/Engineering Fees	694,261	375,617	1,069,878
Consulting and Other Fees	811,098	438,829	1,249,927
Moveable or Other Equipment (not in construction contracts)	1,375,970	744,442	2,120,412
Bond Issuance Expense (project related)	-	-	-
Net Interest Expense During Construction	716,816	387,820	1,104,635
Fair Market Value of Leased Space or Equipment	-	-	-
Other Costs to be Capitalized	2,098,608	1,135,412	3,234,019
Acquisition of Building or Other Property (excluding land)	-	-	-
TOTAL USES OF FUNDS	\$ 15,850,930	\$ 8,575,843	\$ 24,426,773
SOURCES OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	\$ 4,689,500	\$ 2,537,164	\$ 7,226,664
Pledges	-	-	-
Gifts and Bequests	-	-	-
Bond Issues (project related)	-	-	-
Mortgages	11,161,430	6,038,679	17,200,109
Leases (fair market value)	-	-	-
Government Appropriations	-	-	-
Grants	-	-	-
Other Funds and Sources	-	-	-
TOTAL SOURCES OF FUNDS	\$ 15,850,930	\$ 8,575,843	\$ 24,426,773

Source: Management

NAPERVILLE SENIOR CARE
CON Application - Financial Feasibility Report

Assembled Projected Statements of Income
For the Years Ending December 31,
(In Thousands)

	2012	2013	2014	2015	2016	2017
Revenues						
Proposed Skilled Nursing Beds	-	-	2,630	9,422	13,160	13,650
Total Revenue	-	-	2,630	9,422	13,160	13,650
Expenses						
General and Administrative	-	-	636	731	753	776
Plant	-	-	258	279	288	297
Environmental Services	-	-	202	335	345	355
Health Center	-	-	2,308	5,825	7,992	8,248
Food and Beverage Services	-	-	368	836	951	982
Resident Services	-	-	21	44	45	46
Management Fees	-	-	84	294	394	408
Depreciation	-	-	620	624	630	637
Amortization	-	-	50	48	48	48
Interest Expense	-	-	1,021	1,204	1,185	1,165
Total Expenses	-	-	5,566	10,220	12,631	12,961
Total Increase (decrease) in net assets (deficits)	-	-	(2,936)	(798)	529	688
Net (deficit), beginning of year	-	-	-	(2,936)	(3,734)	(3,205)
Net (deficit), end of year	-	-	(2,936)	(3,734)	(3,205)	(2,517)

NAPERVILLE SENIOR CARE
CON Application - Financial Feasibility Report

Assembled Projected Statements of Cash Flows
For the Years Ending December 31,
(In Thousands)

	2012	2013	2014	2015	2016	2017
Cash flows from operating activities:						
Change in net assets (deficits)	\$ -	\$ -	\$ (2,936)	\$ (798)	\$ 529	\$ 688
Adjustments to reconcile change in net assets (deficits) to net cash provided by (used in) operating activities						
Depreciation			620	624	630	637
Amortization			50	48	48	48
Net changes in operating assets and liabilities						
Accounts receivable	-	-	(36)	(93)	(51)	(7)
Accounts payable	-	-	159	184	100	14
Net cash provided by (used in) operating activities	-	-	(2,143)	(35)	1,255	1,380
Cash flows from investing activities:						
Purchase of PPE - Proposed Skilled Nursing Beds	(3,342)	(14,606)	(2,143)	-	-	-
Purchase of PPE - ongoing related	-	-	-	(37)	(65)	(85)
Interest cost capitalized	-	(346)	-	-	-	-
(Increase) decrease in assets limited as to use	(2,232)	-	1,384	345	503	-
Deferred marketing costs	(67)	(268)	(37)	-	-	-
Net cash provided by (used in) investing activities	(5,641)	(15,220)	(796)	307	438	(85)
Cash flows from financing activities:						
Issuance of Long-term Debt	2,232	12,032	2,939	-	-	-
Increase in Members' Equity	4,039	3,188	-	-	-	-
Deferred financing costs	(630)	-	-	-	-	-
Principal payments on LTD	-	-	-	(272)	(291)	(311)
Net cash provided by (used in) financing activities	5,641	15,220	2,939	(272)	(291)	(311)
Annual Cash flow	-	-	-	-	1,403	983
Beginning balance of cash and cash equivalents	-	-	-	-	-	1,403
Ending balance of cash and cash equivalents	-	-	-	-	1,403	2,386

NAPERVILLE SENIOR CARE
CON Application - Financial Feasibility Report

Assembled Projected Balance Sheets
For the Years Ending December 31,
(In Thousands)

	2012	2013	2014	2015	2016	2017
Assets						
Current Assets						
Cash and cash equivalents	-	-	-	-	1,403	2,386
Accounts receivable	-	-	36	129	180	187
Total Current Assets	-	-	36	129	1,583	2,573
Assets Limited As to Use						
Working Capital Fund	2,232	2,232	848	503	-	-
Total Assets Limited As to Use	2,232	2,232	848	503	-	-
Property and equipment	3,342	18,294	20,437	20,474	20,539	20,624
Less accumulated depreciation	-	-	(620)	(1,244)	(1,874)	(2,511)
Net PPE	3,342	18,294	19,817	19,230	18,665	18,113
Other Assets						
Deferred marketing costs	67	335	347	322	298	273
Deferred financing costs	630	630	605	582	558	536
Total assets	6,271	21,490	21,653	20,766	21,104	21,495
Liabilities						
Current Liabilities						
Current maturities	-	-	272	291	311	333
Accounts payable	-	-	159	343	443	457
Total Current Liabilities	-	-	431	634	754	790
Long Term Debt	2,232	14,264	16,931	16,640	16,328	15,995
Net (deficit)						
Undesignated	-	-	(2,936)	(3,734)	(3,205)	(2,517)
Member's Equity	4,039	7,227	7,227	7,227	7,227	7,227
Total liabilities	6,271	21,490	21,653	20,766	21,104	21,495

NAPERVILLE SENIOR CARE
CON Application - Financial Feasibility Report

Projected Debt Service Coverage Ratio
For the Years Ending December 31,
(In Thousands, Except for Ratios)

Debt Service Coverage Ratio	Year 4 2017
Total Increase (decrease) in net assets (deficits)	688
Add:	
Depreciation	637
Amortization	48
Interest Expense	1,165
Total Net Income (available funds)	2,537
Maximum Annual Debt Service	1,476
Debt Service Coverage Ratio	1.72

NAPERVILLE SENIOR CARE
CON Application - Financial Feasibility Report

Return on Investments

The following table summarizes the Return on Investments for the Proposed Skilled Nursing Beds:

Table 3	
Return on Investment	
In Thousands	
Capital Contributed	\$ 7,227
Year Four – Net Income	. 688
Return	9.5%

Debt to Equity Financing Ratios

The following table summarizes the Debt to Equity Financing Ratios included in the Certificate of Need Application:

Table 4	
Debt to Equity Financing Ratios	
Provide Data for Project Classified as:	Category B
Enter Historical and/or Projected Years	Projected
Current Ratio	3.26
Net Margin Percentage	5.0%
Percent Debt to Capitalization	77%
Projected Debt Service Coverage	1.72
Days Cash on Hand	71
Cushion Ratio	1.6

Breakeven Analysis

Occupancy rates can vary depending upon economic conditions, the competitive environment, and Management's ability to execute the marketing and sales plan. The Proposed Skilled Nursing Beds' residents are to begin moving in March 2013. Management anticipates the Proposed Skilled Nursing Beds to achieve and maintain a 93 percent occupancy level in April 2016 and remain constant at that level throughout the projection period. The EBITDA is expected to be positive in fiscal year 2016.

ATTACHMENT 42

REASONABLENESS OF PROJECT AND RELATED COSTS

A. Reasonableness of Financing Arrangements

See Attached Certification

B. Conditions of Debt Financing

See Attached Certification

C. Reasonableness of Project Costs

Department	Cost/Square Foot (New)	Gross Square Feet (New)	Construction \$	Total Cost
Long-Term Care	\$210.88	68,374	\$14,418,805	\$14,418,805
Total	\$210.88	68,374	\$14,418,805	\$14,418,805

D. Projected Operating Costs

See Attached Table

E. Total Effect of the Project on Capital Costs

See Attached Table

ATTACHMENT 42

REASONABLENESS OF PROJECT AND RELATED COSTS

April 9, 2011

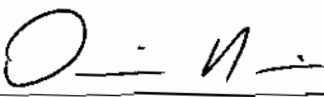
VIA FEDERAL EXPRESS

Illinois Health Facilities and Services Review Board
525 West Jefferson Street
Second Floor
Springfield, Illinois 62761

Re: Reasonableness of Financing Arrangements – Naperville Senior Care, LLC

Dear Sir or Madam:

In accordance with 77 Ill. Admin. Code § 1125.800, Naperville Senior Care, LLC attests that the total estimated project costs and related costs will be funded in part with cash and equivalents, including investment securities, unrestricted funds, received pledge receipts and funded depreciation. The remaining total estimated project costs and related costs will be funded by borrowing because borrowing is less costly than the liquidation of existing investments.

By: 

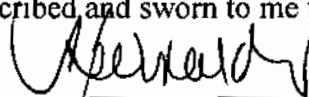
David Reis

managing member of

Its: Senior Care Development, LLC,
Manager

Notarization:

Subscribed and sworn to me this 9th day of April, 2012


Signature of Notary

TERESA BERNARDI
Notary Public, State of New York
No. 018E5187450
Qualified in Westchester County
Commission Expires May 19, 2012

ATTACHMENT 42

REASONABLENESS OF PROJECT AND RELATED COSTS

April 9, 2011

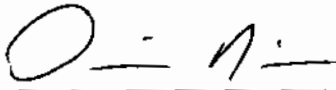
VIA FEDERAL EXPRESS

Illinois Health Facilities and Services Review Board
525 West Jefferson Street
Second Floor
Springfield, Illinois 62761

Re: Conditions of Debt Financing – Naperville Senior Care, LLC

Dear Sir or Madam:

In accordance with 77 Ill. Admin. Code 1120.140, I attest that the conditions of debt financing are reasonable in that the selected form of debt financing for the project will be at the lowest net cost available.

By: 

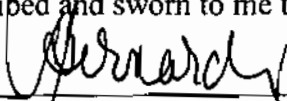
David Reis

managing member of

Its: Senior Care Development, LLC,
manager

Notarization:

Subscribed and sworn to me this 9th day of April, 2012


Signature of Notary

Seal

TERESA BERNARDI
Notary Public, State of New York
No. 018E6187450
Qualified in Westchester County
Commission Expires May 19, 2012

Item #

8	Debt Service Relief Fund		n/a
9	Projected Capital Costs		
	Annual Projected Capital Costs	\$	85,469
	Depreciation	\$	636,711
	Amortization	\$	47,520
	Interest Expense	\$	1,164,603
10	Projected Operating Costs	\$	11,112,570
11	Operating Start-Up Costs		

SCHEDULE OF START-UP COSTS (000s)	2014	2015
General and Administrative	\$ 636	\$ 731
Plant	258	279
Environmental Services	202	335
Health Center	2,308	5,825
Food and Beverage Services	368	836
Resident Services	21	44
Management Fees	84	294
Interest Expense	1,021	1,204
Principal	-	272
Ongoing Capital Costs	-	37
Total Operating Start-Costs	\$ 4,896	\$ 9,857
 Total Income	 2,630	 9,422
Funded Interest	759	
 OPERATING DEFICIT		
Operating Deficit - 2014	\$ (1,507)	
Operating Deficit - 2015	\$ (435)	
Operating Deficit - Total	\$ (1,943)	
 Return on Investment		
Capital Contributed	\$ 7,227	
Net Income - Year Four	688	
Return	9.5%	

ATTACHMENT 43

SAFETY NET IMPACT

Not Applicable to Skilled Nursing Facilities per 20 ILCS 3960/5.4

ATTACHMENT 44

CHARITY CARE

Applicant is unable to estimate the cost of charity care it will provide as the proposed project contemplates Applicant's initial opening to admissions from within Monarch Landing as well as direct admits from the community. The operational model of Applicant contemplates that residents admitted from the independent living units to the skilled nursing facility will already possess medical coverage through either Medicare or private insurance. Residents who exhaust their coverage, or are otherwise unable to pay, are provided financial support through a benevolent fund that Applicant maintains for the benefit of their residents. A copy of Monarch Landing's "Financial Inability to Pay" policy is included in this attachment.

Section 10. FINANCIAL INABILITY TO PAY

It is the policy of MONARCH LANDING not to terminate a Resident's occupancy for the Resident's financial inability to pay provided that the Resident is otherwise in compliance with the terms of such Resident's Residence and Care Agreement. To the extent that it is financially feasible, MONARCH LANDING will assist residents who are unable to pay full Monthly Service Packages by providing financial assistance as described in this Section 10.

To insure that its charitable intentions are equitably allocated for the benefit of as many Residents as possible, MONARCH LANDING requires that, in the event that Resident claims to be unable to make full monthly payment by reason of financial inability, Resident must take any or all of the following actions, as directed by the Executive Director. MONARCH LANDING has the right, but not the obligation, to initiate financial assistance if MONARCH LANDING independently determines that Resident needs financial assistance.

10.1 If the Resident's sources of funds, including expenditures of principal and the guaranty, if any, are inadequate for the Resident to make the payments required under this Agreement, Resident shall file with the Executive Director, on appropriate forms provided by the Executive Director, a Statement of Financial Inability to Pay. As part of the Statement of Financial Inability, Resident shall disclose his or her remaining available assets and income. The Executive Director will review the Resident's financial position to determine the existence of any outside assets, including any guaranty agreements, which may first be spent for Resident's care.

10.2 If Resident has outside assets other than the Entrance Deposit, the Executive Director will establish a Spending Plan for Resident to spend the outside assets and to obtain assistance from other available means. If Resident can qualify, Resident will take the necessary steps to obtain county, state, and federal aid or assistance including Medicare, public assistance and any other public benefit program. Resident agrees to execute any and all documents necessary to make and perfect

33123-1 Rescare9
August 2009

such claims or rights. If Resident fails to cooperate with the Spending Plan for the outside assets, MONARCH LANDING may terminate the Agreement for good cause.

10.3 After Resident has completed the Spending Plan or if the Resident has no available assets other than the Entrance Deposit, MONARCH LANDING will spend-down the Entrance Deposit. After depletion of outside assets, the Entrance Deposit is considered available to the Resident for the Resident's maintenance and support. The Resident may access funds from the Entrance Deposit, without moving from the Community, to pay any and all fees at the Community including Nursing Fees or to pay another provider for support and maintenance if Resident's income and other resources are insufficient to pay for support and maintenance. The Executive Director will notify Resident when spend-down of Resident's Entrance Deposit is available and will give the effective date. Resident will receive periodic statements reflecting the remaining balance of the Entrance Deposit.

10.4 Upon completion of the spend-down of the Entrance Deposit, Resident may qualify for assistance from the resident benevolent care fund established by MONARCH LANDING to the extent it is financially feasible. If Resident is approved for such assistance, the Executive Director shall inform Resident of the amount which the resident benevolent care fund will contribute to the Monthly Service Packages and the amount which Resident must contribute to the Monthly Service Package.

10.5 If requested by MONARCH LANDING, Resident will transfer to an alternate Living Unit at the Community if and when available.

10.6 Resident will provide periodic statements of financial condition and copies of income tax returns as the same may be requested from time to time by MONARCH LANDING. Resident will notify MONARCH LANDING of any and all assets acquired by Resident through any means whatsoever thereafter, and will assign or pay such property received to MONARCH LANDING, in an amount equivalent to the total outstanding charges and Fees, owed by Resident.

10.7 When Resident is notified by the Executive Director before the projected depletion of Resident's Entrance Deposit, Resident agrees to immediately apply for Medical Assistance, if available. Resident agrees to execute any and all documents necessary to make and perfect such claims or rights.

APPENDIX 1

PATIENT REFERRAL LETTERS

February 20, 2012

Chairman Dale Galassie
Illinois Health Facilities and Services Review Board
525 West Jefferson, 2nd Floor
Springfield, Illinois 62761

Re: Projected and Historic Referrals to the Skilled Nursing Facility at the
Monarch Landing Continuing Care Retirement Community

Dear Chairman Galassie,

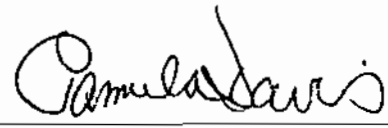
Edward Hospital, ("Facility") intends to utilize the proposed skilled nursing facility at the Monarch Landing Continuing Care Retirement Community ("Nursing Facility"), a long-term care facility, which is applying for a Certificate of Need ("CON") permit application to establish skilled nursing beds in the Monarch Landing community located in Naperville, Illinois.

The Facility estimates that after the Illinois Health Facilities and Services Review Board approves this Certificate of Need application, the Facility will refer approximately 300 patients annually to the Nursing Facility in the twenty-four (24) months following the completion of this project. These patients would come from within, or be amenable to relocating to, health service area 7C, where the Nursing Facility is located.

In the past twelve (12) months, the Facility has referred approximately 3,062 patients to other long-term care facilities. The zip code of residence of those patients is attached to this letter as Exhibit A.

I verify that, to the best of my knowledge, the Facility has not used the above-mentioned referrals to support another pending CON application for a long-term care facility.

Respectfully,

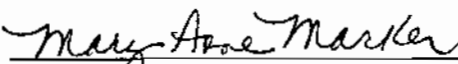
Signature: 

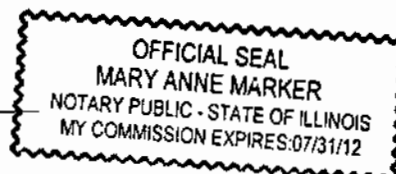
Name: Pamela Davis

Title: President and CEO

*State of Illinois
County of DuPage*

SUBSCRIBED and SWORN TO before me
This 20 day of February, 2012


Notary Public



ENG009.XX PATIENT ORIGIN BY DISCHARGE DISPOSITION

EXHIBIT A

Grouped by Discharge Status

Company: 001 EDWARD HOSPITAL, 002 LINDEN OAKS HOSPITAL

Patient Type: Inpatient and Outpatient

Dischrg Date:

2/1/2011 - 1/31/2012

Dim Postal Code Postal Code Service Area	Zip	City	Discharged/Tr ansferred to Intermediate Care Facility	Discharged/Tran sferred to Long Term Care Hospital	Discharged/Tra nsferred to Rehab Facility/Unit	Discharged/T ransferred to Skilled Nursing Facility	TOTAL CASES
North Primary	60563	NAPERVILLE	59	4	44	670	777
North Primary	60532	LISLE	63	3	26	211	303
North Primary	60503	AURORA			2	7	9
North Primary	60555	WARRENVILLE	3		8	18	29
North Primary	60565	NAPERVILLE	10	5	49	209	273
North Primary	60540	NAPERVILLE	39	9	53	296	397
North Primary	60517	WOODRIDGE	2	2	18	63	85
North Primary	60504	AURORA	3	2	9	47	61
North Primary	60502	AURORA		1	5	18	24
North Primary	60567	NAPERVILLE		1		3	4
North Primary	60566	NAPERVILLE				1	1
South Primary	60586	PLAINFIELD			5	12	17
South Primary	60446	ROMEOVILLE	5		16	49	70
South Primary	60564	NAPERVILLE		2	30	88	120
South Primary	60440	BOLINGBROOK	5	8	23	90	126
South Primary	60490	BOLINGBROOK		2	14	22	38
South Primary	60544	PLAINFIELD	3	1	25	87	116
South Primary	60585	PLAINFIELD	10		12	25	47
South Primary	60560	YORKVILLE			4	10	14
South Primary	60543	OSWEGO		1	6	18	25
North Secondary	60506	AURORA			4	12	16
North Secondary	60505	AURORA	1	1	6	12	20
North Secondary	60515	DOWNERS GROVE	1		6	9	16
North Secondary	60189	WHEATON	1		6	12	19
North Secondary	60516	DOWNERS GROVE	1	1	8	13	23
North Secondary	60187	WHEATON	1	1	3	9	14
North Secondary	60519	EOLA				5	5
South Secondary	60441	LOCKPORT				5	5

Discharge Status:
Newborn Flag:
Exclude Newborns

Discharged/Transferred to Home Health Service, Discharged/Transferred to Intermediate Care Facility, Discharged/Transferred to Long Term Care Hospital, Discharged/Transfer

ENC009.XX PATIENT ORIGIN BY DISCHARGE DISPOSITION

Grouped by Discharge Status

Company: 001 EDWARD HOSPITAL, 002 LINDEN OAKS HOSPITAL

Patient Type: Inpatient and Outpatient

Dischrg Date:

2/1/2011 - 1/31/2012

South Secondary	60439	LEMONT		1	3	4
South Secondary	60431	JOLIET		1	3	4
South Secondary	60491	HOMER GLEN			2	2
South Secondary	60404	SHOREWOOD	1		5	6
South Secondary	60447	MINOOKA			1	1
Other	60137	GLEN ELLYN	2	5	9	16
Other	60452	OAK FOREST			1	1
Other	60541	NEWARK		1		1
Other	60123	ELGIN			2	2
Other	60148	LOMBARD	1	4	12	17
Other	60403	CREST HILL		6	22	28
Other	60561	DARIEN		4	11	15
Other	60805	EVERGREEN PARK				0
Other	60181	VILLA PARK			2	2
Other	60548	SANDWICH	1	6	14	21
Other	60545	PLANO		1	2	3
Other	60552	SOMONAUK	1	2	4	7
Other	60142	HUNTLEY	1			1
Other	60619	CHICAGO				0
Other	60103	BARTLETT			4	4
Other	60175	SAINT CHARLES		2	2	4
Other	60598	AURORA				0
Other	60559	WESTMONT	2	2	5	9
Other	60139	GLENDALE HEIGHTS		2	1	3
Other	60510	BATAVIA	3	2	1	6
Other	60435	JOLIET		2	5	8
Other	60451	NEW LENOX			1	1
Other	60554	SUGAR GROVE		2	2	4
Other	60410	CHANNAHON			4	4
Other	60153	MAYWOOD				0
Other	60134	GENEVA	1	1	2	4
Other	60520	HINCKLEY				0
Other	60124	ELGIN		1		1

Discharge Status:

Newborn Flag:

Exclude Newborns

Discharged/Transferred to Home Health Service, Discharged/Transferred to Intermediate Care Facility, Discharged/Transferred to Long Term Care Hospital, Discharged/Transfer

ENC009.XX PATIENT ORIGIN BY DISCHARGE DISPOSITION

Grouped by Discharge Status

Company: 001 EDWARD HOSPITAL, 002 LINDEN OAKS HOSPITAL

Patient Type: Inpatient and Outpatient

Dschrg Date:

2/1/2011 - 1/31/2012

Other	60436	JOLIET			3	3
Other	62354	NAUVOO				0
Other	34979	FORT PIERCE				0
Other	60104	BELLWOOD				0
Other	60480	WILLOW SPRINGS				0
Other	60185	WEST CHICAGO		8	10	18
Other	60450	MORRIS			2	2
Other	61360	SENECA				0
Other	60538	MONTGOMERY		3	7	10
Other	61350	OTTAWA	1		2	3
Other	60119	ELBURN		1	2	3
Other	28643	LANSING				0
Other	60542	NORTH AURORA		1	6	7
Other	75094	PLANO				0
Other	60622	CHICAGO				0
Other	60188	CAROL STREAM	2	1	2	7
Other	60421	ELWOOD			1	1
Other	60518	EARLVILLE				0
Other	60133	HANOVER PARK		1	1	2
Other	60523	OAK BROOK			1	1
Other	60178	SYCAMORE				0
Other	60706	HARWOOD HEIGHTS		2		2
Other	60108	BLOOMINGDALE		1	1	2
Other	60416	COAL CITY	1			1
Other	60551	SHERIDAN			3	3
Other	45458	DAYTON				0
Other	60160	MELROSE PARK			2	2
Other	60453	OAK LAWN			3	3
Other	48236	GROSSE POINTE			1	1
Other	49504	GRAND RAPIDS				0
Other	60008	ROLLING MEADOWS		2		2
Other	54121	FLORENCE				0
Other	60527	WILLOWBROOK			8	8

Discharge Status:

Newborn Flag:

Exclude Newborns

Discharged/Transferred to Home Health Service, Discharged/Transferred to Intermediate Care Facility, Discharged/Transferred to Long Term Care Hospital, Discharged/Transfer

ENC009.XX PATIENT ORIGIN BY DISCHARGE DISPOSITION

Grouped by Discharge Status

Company: 001 EDWARD HOSPITAL, 002 LINDEN OAKS HOSPITAL

Patient Type: Inpatient and Outpatient

Dschrg Date:

2/1/2011 - 1/31/2012

Other	60406	BLUE ISLAND	1		1
Other	61068	ROCHELLE			0
Other	60076	SKOKIE			0
Other	20850	ROCKVILLE			0
Other	60616	CHICAGO			0
Other	60638	CHICAGO		3	3
Other	60477	TINLEY PARK	1	2	3
Other	61081	STERLING		1	1
Other	60107	STREAMWOOD		1	1
Other	60172	ROSELLE	1		1
Other	32174	ORMOND BEACH			0
Other	60025	GLENVIEW			0
Other	60449	MONEE		1	1
Other	60432	JOLIET			0
Other	60013	CARY		1	1
Other	60608	CHICAGO			0
Other	60022	GLENCOE			0
Other	60462	ORLAND PARK		1	1
Other	60115	DEKALB		1	1
Other	60954	MOMENCE			0
Other	60126	ELMHURST		5	5
Other	49098	WATERVLIET			0
Other	46310	DEMOTTE			0
Other	60089	BUFFALO GROVE			0
Other	60901	KANKAKEE		4	4
Other	60511	BIG ROCK			0
Other	46360	MICHIGAN CITY		1	1
Other	89048	PAHRUMP			0
Other	89131	LAS VEGAS			0
Other	60102	ALGONQUIN			0
Other	60191	WOOD DALE			0
Other	60002	ANTIOCH			0
Other	62689	THAYER			0

Discharge Status:
Newborn Flag:
Exclude Newborns

Discharged/Transferred to Home Health Service, Discharged/Transferred to Intermediate Care Facility, Discharged/Transferred to Long Term Care Hospital, Discharged/Transfer

ENC009.XX PATIENT ORIGIN BY DISCHARGE DISPOSITION

Grouped by Discharge Status

Company: 001 EDWARD HOSPITAL, 002 LINDEN OAKS HOSPITAL

Patient Type: Inpatient and Outpatient

Dischrg Date:

2/1/2011 - 1/31/2012

Other	60193	SCHAUMBURG				0
Other	61254	GENESEO				0
Other	61356	PRINCETON			1	1
Other	60097	WONDER LAKE				0
Other	60525	LA GRANGE	1	1	2	4
Other	60143	ITASCA			1	1
Other	60151	MAPLE PARK		2		2
Other	94618	OAKLAND			1	1
Other	60640	CHICAGO				0
Other	60174	SAINT CHARLES	1	1	1	3
Other	63125	SAINT LOUIS			1	1
Other	60430	HOMEWOOD				0
Other	60190	WINFIELD				0
Other	60463	PALOS HEIGHTS				0
Other	22039	FAIRFAX STATION				0
Other	60417	CRETE				0
Other	60514	CLARENDON HILLS				0
Other	38320	CAMDEN				0
Other	60464	PALOS PARK			3	3
Other	60935	ESSEX				0
Other	60152	MARENGO				0
Other	85262	SCOTTSDALE				0
Other	60068	PARK RIDGE				0
Other	61036	GALENA			1	1
Other	60513	BROOKFIELD		1	3	4
Other	61354	PERU			1	1
Other	95060	SANTA CRUZ				0
Other	94552	CASTRO VALLEY				0
Other	01450	GROTON				0
Other	60445	MIDLOTHIAN			1	1
Other	72525	CHEROKEE VILLAGE	1			1
Other	60014	CRYSTAL LAKE	1			1
Other	60433	JOLIET	1	1		2

Discharge Status:
Newborn Flag:
Exclude Newborns

Discharged/Transferred to Home Health Service, Discharged/Transferred to Intermediate Care Facility, Discharged/Transferred to Long Term Care Hospital, Discharged/Transfer

ENC009.XX PATIENT ORIGIN BY DISCHARGE DISPOSITION

Grouped by Discharge Status

Company: 001 EDWARD HOSPITAL, 002 LINDEN OAKS HOSPITAL

Patient Type: Inpatient and Outpatient

Dischrg Date:

2/1/2011 - 1/31/2012

Other	60481	WILMINGTON	1			1
Other	60521	HINSDALE	1		2	3
Other	60120	ELGIN	1		1	2
Other	60623	CHICAGO	1			1
Other	60455	BRIDGEVIEW	1			1
Other	60531	LELAND		1	3	4
Other	32137	PALM COAST			2	3
Other	60546	RIVERSIDE			1	2
Other	60169	HOFFMAN ESTATES			1	1
Other	07645	MONTVALE			1	1
Other	46324	HAMMOND			1	1
Other	60015	DEERFIELD			1	1
Other	60634	CHICAGO			2	2
Other	61364	STREATOR			1	1
Other	60465	PALOS HILLS			1	1
Other	32806	ORLANDO			1	1
Other	52632	KEOKUK			1	1
Other	60467	ORLAND PARK			1	2
Other	60155	BROADVIEW			1	1
Other	60138	GLEN ELLYN			1	1
Other	60184	WAYNE			1	1
Other	61032	FREEPORT			2	2
Other	60423	FRANKFORT			1	1
Other	02420	LEXINGTON			1	1
Other	60655	CHICAGO			1	1
Other	34112	NAPLES			1	1
Other	60653	CHICAGO			1	1
Other	60613	CHICAGO			1	1
Other	60620	CHICAGO			3	3
Other	43004	BLACKLICK			1	1
Other	60098	WOODSTOCK			2	2
Other	61342	MENDOTA			2	2
Other	46534	KNOX			1	1

Discharge Status:
Newborn Flag:
Exclude Newborns

Discharged/Transferred to Home Health Service, Discharged/Transferred to Intermediate Care Facility, Discharged/Transferred to Long Term Care Hospital, Discharged/Transfer

ENC009.XX PATIENT ORIGIN BY DISCHARGE DISPOSITION

Grouped by Discharge Status

Company: 001 EDWARD HOSPITAL, 002 LINDEN OAKS HOSPITAL

Patient Type: Inpatient and Outpatient

Dischrg Date:

2/1/2011 - 1/31/2012

Other	60471	RIGHTON PARK	1	1
Other	60526	LA GRANGE PARK	1	1
Other	60442	MANHATTAN	1	1
Other	60110	CARPENTERSVILLE	1	1
Other	60096	WINTHROP HARBOR	1	1
Other	53066	OCONOMOWOC	1	1
Other	60402	BERWYN	2	2
Other	60302	OAK PARK	1	1
Other	20147	ASHBURN	1	1
Other	52803	DAVENPORT	1	1
Other	60154	WESTCHESTER	1	1
Other	60065	NORTHBROOK	1	1
Other	42211	CADIZ	1	1
Other	19096	WYNNEWOOD	2	2
Other	60632	CHICAGO	1	1
Other	46410	MERRILLVILLE	1	1
Other	60156	LAKE IN THE HILLS	1	1
Other	60162	HILLSIDE	1	1
Other	60607	CHICAGO	1	1
Other	78840	DEL RIO	1	1
Other	61021	DIXON	2	2
Other	60643	CHICAGO	3	3
Other	60550	SHABBONA	1	1
Other	60069	LINCOLNSHIRE	1	1
Other	60101	ADDISON	1	1
Other	63114	SAINT LOUIS	1	1
Other	61741	FORREST	1	1
Other	46307	CROWN POINT	1	1
Other	60048	LIBERTYVILLE	1	1
Other	60077	SKOKIE	1	1
Other	48173	ROCKWOOD	1	1
Other	60061	VERNON HILLS	1	1
Other	60459	BURBANK	1	1

Discharge Status:

Newborn Flag:

Exclude Newborns

Discharged/Transferred to Home Health Service, Discharged/Transferred to Intermediate Care Facility, Discharged/Transferred to Long Term Care Hospital, Discharged/Transfer

ENC009.XX PATIENT ORIGIN BY DISCHARGE DISPOSITION

Grouped by Discharge Status

Company: 001 EDWARD HOSPITAL, 002 LINDEN OAKS HOSPITAL

Patient Type: Inpatient and Outpatient

Dischrg Date:

2/1/2011 - 1/31/2012

Other	60147	LAFOX	1	1
Other	61802	URBANA	1	1
Other	62629	CHATHAM	1	1
Other	60429	HAZEL CREST	1	1
Other	60140	HAMPSHIRE	1	1
Other	60159	SCHAUMBURG	1	1
Other	94563	ORINDA	1	1
Other	33776	SEMINOLE	1	1
Other	60401	BEECHER	1	1
Other	60053	MORTON GROVE	1	1
TOTAL:			232	52
			480	2,298
				3,062

Discharge Status:

Newborn Flag:

Exclude Newborns

Discharged/Transferred to Home Health Service, Discharged/Transferred to Intermediate Care Facility, Discharged/Transferred to Long Term Care Hospital, Discharged/Transfer



Chairman Dale Galassie
Illinois Health Facilities and Services Review Board
525 West Jefferson, 2nd Floor
Springfield, Illinois 62761

**Re: Projected and Historic Referrals to the Skilled Nursing Facility at the
Monarch Landing Continuing Care Retirement Community**

Dear Chairman Galassie:

Cedarlake Village ("Facility") intends to utilize the proposed skilled nursing facility at the Monarch Landing Continuing Care Retirement Community ("Nursing Facility"), a long-term care facility, which is applying for a Certificate of Need ("CON") permit application to establish skilled nursing beds in the Monarch Landing community located in Naperville, Illinois.

The Facility estimates that after the Illinois Health Facilities and Services Review Board approves this Certificate of Need application, the Facility will refer approximately twenty patients annually to the Nursing Facility in the twenty-four (24) months following the completion of this project. These patients would come from within, or be amenable to relocating to, health service area 7C, where the Nursing Facility is located.

In the past twelve (12) months, the Facility has referred approximately seventeen patients to other long-term care facilities. The zip code of residence of those patients is attached to this letter as **Exhibit A**.

I verify that, to the best of my knowledge, the Facility has not used the above-mentioned referrals to support another pending CON application for a long-term care facility.

Respectfully,

Signature: Sara Friel

Name: Sara Friel

Title: Executive Director

SUBSCRIBED and SWORN TO before me
this 28th day of February, 2012

Notary Public 



EXHIBIT A

60543

60544

60431

60435

APPENDIX 2

COMMUNITY SUPPORT LETTERS



CALAMOS REAL ESTATE LLC

March 1, 2012

Chairman Dale Galassie
Illinois Health Facilities and Service Review Board
525 West Jefferson, 2nd Floor
Springfield, IL 62761

RE: Support for the Monarch Landing Health and Rehabilitation Center Project

Dear Chairman Galassie:

I am the President of Calamos Real Estate. Our flagship development, CityGate Centre, located at the corner of I-88 and Rt. 59 in Naperville, Illinois is across the street from Monarch Landing. Our development includes Class A office buildings, a Four Diamond hotel, restaurants and retail. Existing and proposed developments of our neighbors have an impact on CityGate Centre, so we follow them with great interest. Moreover, developments having a positive impact on our community are important to everyone in our area.

I believe that the proposed expansion of Monarch Landing would be very beneficial to our community and would like to offer my support for Monarch Landing's plan to build a Health and Rehabilitation Center on its continuing care retirement community campus in Naperville. Monarch Landing has been a leader in providing care for independent residents in our community. Naperville, Illinois is a fast growing city that can be well-served by a new health center which would provide exceptional quality of nursing care.

I understand that the proposed expansion of Monarch Landing is for 28 memory care beds and 96 skilled/long term care beds. I strongly encourage the Board to approve their request to help Monarch Landing provide for their residents a great place to age in peace, dignity and respect.

Sincerely,

Spyros G. Kapsalis
President

2020 Calamos Court
Naperville, IL 60563-2787

Tel: 630.245.1785
email: skapsalis@calamos.com
www.calamosrealestate.com



March 1, 2012

Chairman Dale Galassie
Illinois Health Facilities and Service Review Board
525 West Jefferson, 2nd Floor
Springfield, IL 62761

RE: Support for the Monarch Landing Health and Rehabilitation Center Project

Dear Chairman Galassie,

I would like to offer my support for Monarch Landing's plan to build a Health and Rehabilitation Center on its continuing care retirement community campus in Naperville.

For the past six years, Monarch Landing has been a leader in providing exceptional care for nearly 400 independent residents living at the community. During that time, North Central College has enjoyed an ever broadening partnership with Monarch Landing and its residents. The College has welcomed hundreds of Monarch residents to campus for fine arts performances and North Central students have, in turn, performed at Monarch Landing. Additionally, North Central's President has spoken to residents as part of Monarch Landing's Speaker's Bureau, and plans are being developed for North Central's political science department to lead residents in discussions of the 2012 elections.

Adding the much needed continuity of care with the construction of the Health Center will provide the residents, as well as others in the surrounding community with exceptional quality of nursing care. Their request for 28 memory care beds and 96 skilled/long term care beds falls within the appropriate ratios for serving the 700+ residents who will be calling Monarch Landing home in the future as the community continues to grow.

I strongly encourage the Board to approve their request and help us permit the residents of Monarch Landing and individuals in the surrounding western suburban area to age in peace, dignity and respect in their home.

Thank you for your consideration of my request.

Sincerely,

Barbara M. Knuckles
Managing Director of Development
and Corporate Relations



Emmanuel Baptist Church in Warrenville

3 S 465 Briggs Avenue, Naperville, IL 60563

www.emmanuelbaptistchurch.info

Dale Williams, Pastor

(630) 393-2565

January 24, 2012

Chairman Dale Galassie
Illinois Health Facilities and Service Review Board
525 West Jefferson, 2nd Floor
Springfield, IL 62761

RE: Support for the Monarch Landing Health and Rehabilitation Center Project

Dear Chairman Galassie,

I am writing in support of Monarch Landing's plan to build a Health and Rehabilitation Center on its continuing care retirement community campus here in Naperville.

Since 2006 Monarch Landing has excelled in providing care for its now nearly 400 independent residents. I have ministered in the Warrenville/Naperville community for nearly 23 years, and have seen in my regular contact with seniors the need for the quality care Monarch provides. Adding a needed continuity of care component by constructing the Health Center will help provide the residents, as well as others in the surrounding community with exceptional nursing care. The demographics of our local community and DuPage County support the need for additional capacity of this kind. This facility would also alleviate the struggle I have witnessed as many seniors made the transition from an independent living situation to an entirely different nursing care center where the staff and residents were unfamiliar to them.

I believe their request for 28 memory care beds and 96 skilled/long term care beds is a reasonable ratio for serving the 700+ residents, who would call Monarch Landing their home as the community expands in the future. I wholeheartedly urge the Board to approve their request and help us provide a place where the residents of Monarch Landing and individuals in our western suburban area can age in peace and dignity.

I appreciate your consideration of my request.

Sincerely,

Dale R. Williams

"CHRIST CRUCIFIED, RISEN AND COMING AGAIN"

DISTRICT OFFICE:
125 WATER STREET
NAPERVILLE, ILLINOIS 60540
630/219-3090
FAX: 630/219-3091



SPRINGFIELD OFFICE:
205A - N STRATTON BUILDING
SPRINGFIELD, ILLINOIS 62706
217/782-6507
FAX: 217/782-1275

DARLENE SENDER
STATE REPRESENTATIVE • 96TH DISTRICT

March 1, 2012

Chairman Dale Galassie
Illinois Health Facilities and Service Review Board
525 West Jefferson, 2nd Floor
Springfield, IL 62761

RE: Support for the Monarch Landing Health and Rehabilitation Center Project

Dear Chairman Galassie,

I would like to offer my support for Monarch Landing's plan to build a Health and Rehabilitation Center on its continuing care retirement community campus in Naperville.

During the past six years, Monarch Landing has been a leader in providing exceptional care for nearly 400 independent residents living at the community. Adding the much needed continuity of care with the construction of the Health Center will provide the residents, as well as others in the surrounding community with exceptional quality of nursing care.

Their request for 28 memory care beds and 96 skilled/long term care beds falls within the appropriate ratios for serving the 700+ residents who will be calling Monarch Landing home in the future as the community continues to grow. I strongly encourage the Board to approve their request and help us permit the residents of Monarch Landing and individuals in the surrounding western suburban area to age in peace, dignity and respect in their home.

Thank you for your consideration of my request.

Sincerely,

A handwritten signature in cursive script that reads "Darlene J. Senger".

Darlene Senger
Illinois State Representative, 96th District

City of Warrenville

28W701 Stafford Place • Warrenville, IL 60555
630/393-9427 • FAX 630/393-6948

March 1, 2012

Chairman Dale Galassie
Illinois Health Facilities and Service Review Board
525 West Jefferson, 2nd Floor
Springfield, IL 62761

RE: Support for the Monarch Landing Health and Rehabilitation Center Project

Dear Chairman Galassie,

I would like to offer my support for Monarch Landing's plan to build a Health and Rehabilitation Center on its continuing care retirement community campus in Naperville.

During the past six years, Monarch Landing has been a good neighbor and a leader in providing exceptional care for nearly 400 independent residents living at the community. Adding the much needed continuity of care with the construction of the Health Center will provide the residents, as well as others in the surrounding community with exceptional quality of nursing care.

Their request for 28 memory care beds and 96 skilled/long term care beds falls within the appropriate ratios for serving the 700+ residents who will be calling Monarch Landing home in the future as the community continues to grow. I strongly encourage the Board to approve their request and help us permit the residents of Monarch Landing and individuals in the surrounding western suburban area to age in peace, dignity and respect in their home.

Thank you for your consideration of my request.

Sincerely,



David L. Brumme
Mayor

DLB/av



Omnicare of Northern Illinois

2313 South Mt. Prospect Road
Des Plaines IL 60018
(800)245-2784 (847)227-5710
Fax (847) 759-0985

March 1, 2012

Chairman Dale Galassie
Illinois Health Facilities and Service Review Board
525 West Jefferson, 2nd Floor
Springfield, IL 62761
RE: Support for the Monarch Landing Health and Rehabilitation Center Project

Dear Chairman Galassie,

I am writing this letter in support of Monarch Landing's plan to build a Health and Rehabilitation Center on its continuing care retirement community campus in Naperville.

During the past six years, Monarch Landing has been a leader in providing exceptional care for nearly 400 independent residents living at the community. Adding the much needed continuity of care with the construction of the Health Center will provide the residents, as well as others in the surrounding community exceptional nursing care. As a registered pharmacist that specializes in long term care, I can tell you that there is immeasurable value in residents having the ability to age in surroundings that are familiar to them with the support that they have grown to trust and depend on.

Monarch Landing's request for 28 memory care beds and 96 skilled/long term care beds fall within the appropriate ratios for serving the 700+ residents who will be calling Monarch Landing home in the future as the community continues to grow. I strongly encourage the Board to approve their request and help us permit the residents of Monarch Landing and individuals in the surrounding western suburban area to age in peace, dignity and respect in their home.

Thank you for your consideration of my request.

Sincerely,

Patrice L. Johnson, R.Ph,
Regional Director of Support Services
Omnicare – Mideast Division



Naperville

February 10, 2012

Chairman Dale Galassie
Illinois Health Facilities and Service Review Board
525 West Jefferson, 2nd Floor
Springfield, IL 62761

Re: Monarch Landing Health and Rehabilitation Center Project

Dear Mr. Galassie:

Monarch Landing, generally located at the northeast corner of Ferry Road and Route 59 is zoned OCI PUD (Office, Commercial, and Institutional Planned Unit Development) in the City of Naperville. Approved in 2005, Monarch Landing was envisioned as a continuing-care retirement campus providing varied housing types and services to a range of age-restricted residents.

Given the property's current entitlement, a Health and Rehabilitation Center, such as that currently being considered for the property, will require additional approvals from the City of Naperville prior to construction. Specifically, this center will require approval of a conditional use in the OCI zoning district, as well as an amendment to the approved PUD. These approvals will require submittal of revised plans to the City of Naperville for review, a public hearing before the Planning and Zoning Commission, and final approval by the Naperville City Council.

While plans must be reviewed for technical compliance and additional approvals are required prior to this use locating at the subject property, I do believe that the use itself – 28 memory care beds and 96 skilled/long term care beds – seems to be an appropriate fit for the intended continuing-care retirement campus model originally envisioned for Monarch Landing. For that reason, I support the proposed Certificate of Need for the Health and Rehabilitation Center, provided that all required City approvals can be gained.

If you have any additional questions for me, please let me know.

Sincerely,

Douglas Krieger
City Manager
City of Naperville
(630) 420-6031

APPENDIX 3

MAPQUEST MAPS

mapquest m^a

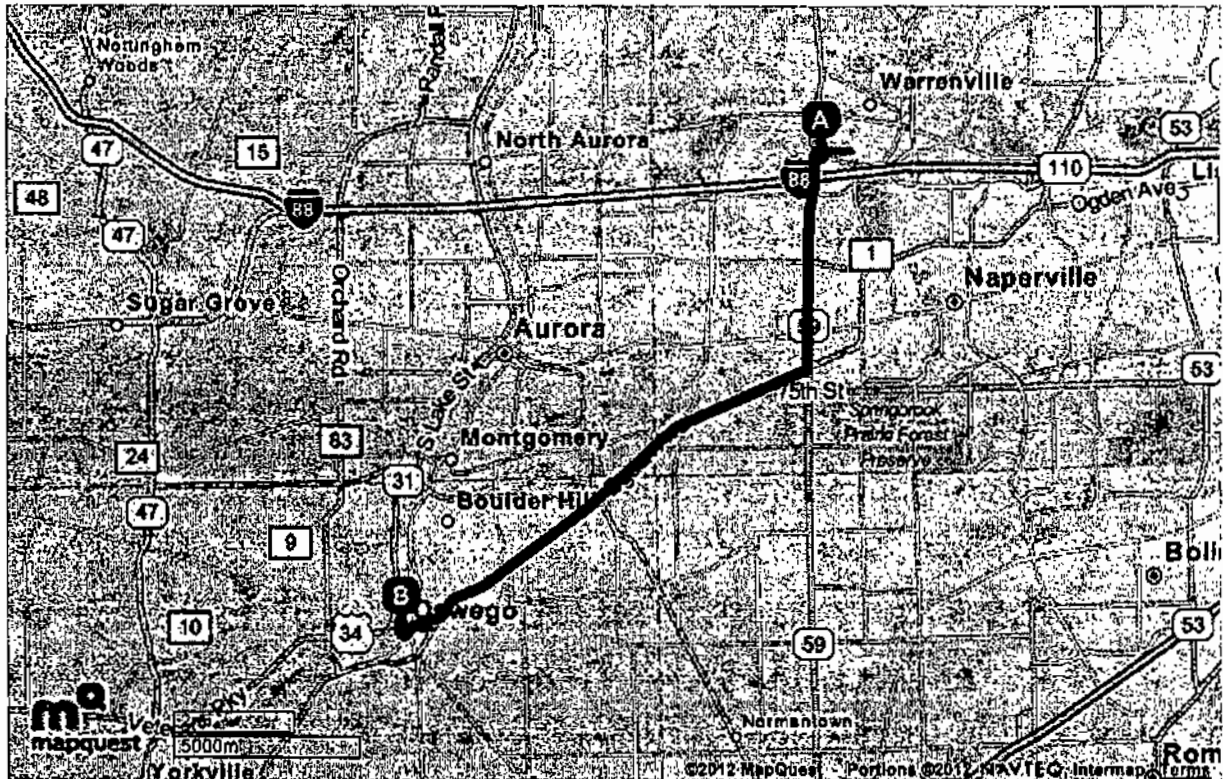
Trip to:

Oswego, IL

13.40 miles / 22 minutes

Notes

Tiller's Nursing & Rehab Center



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^q

Trip to:

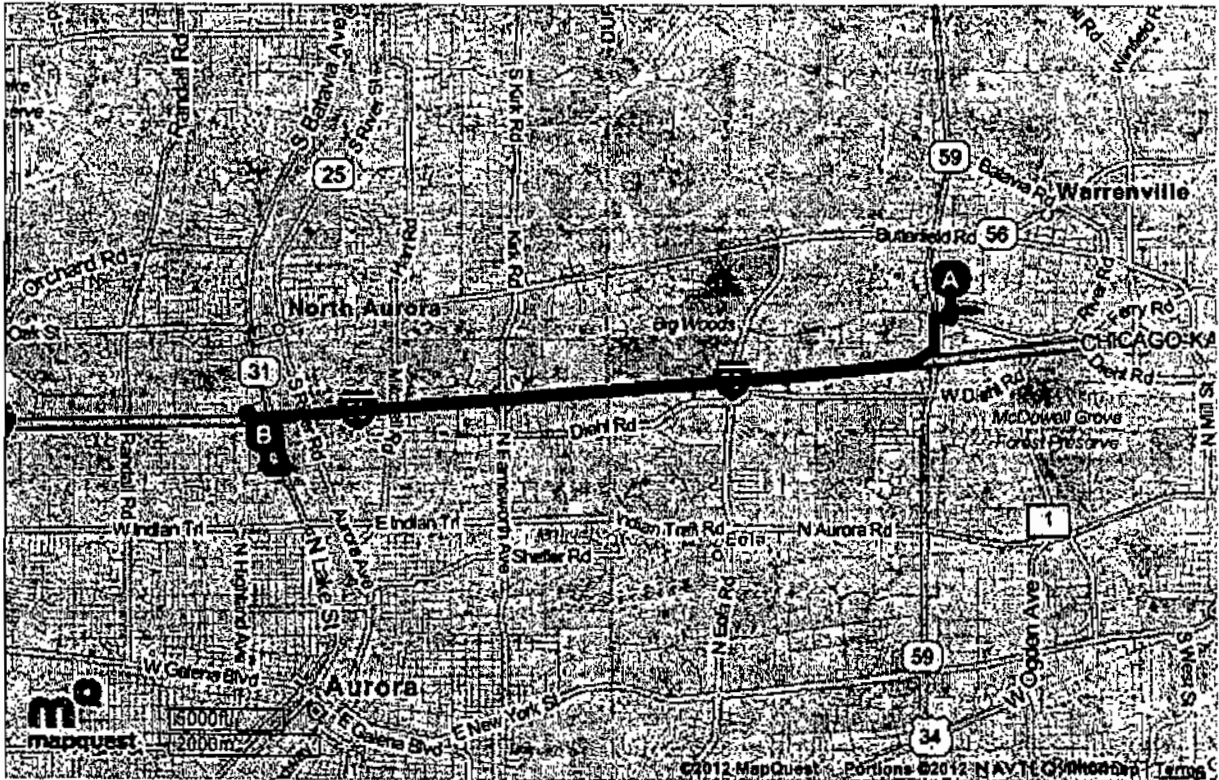
400 Sullivan Rd

Aurora, IL 60506-1452

8.13 miles / 12 minutes

Notes

Provena McAuley Manor



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^q

Trip to:

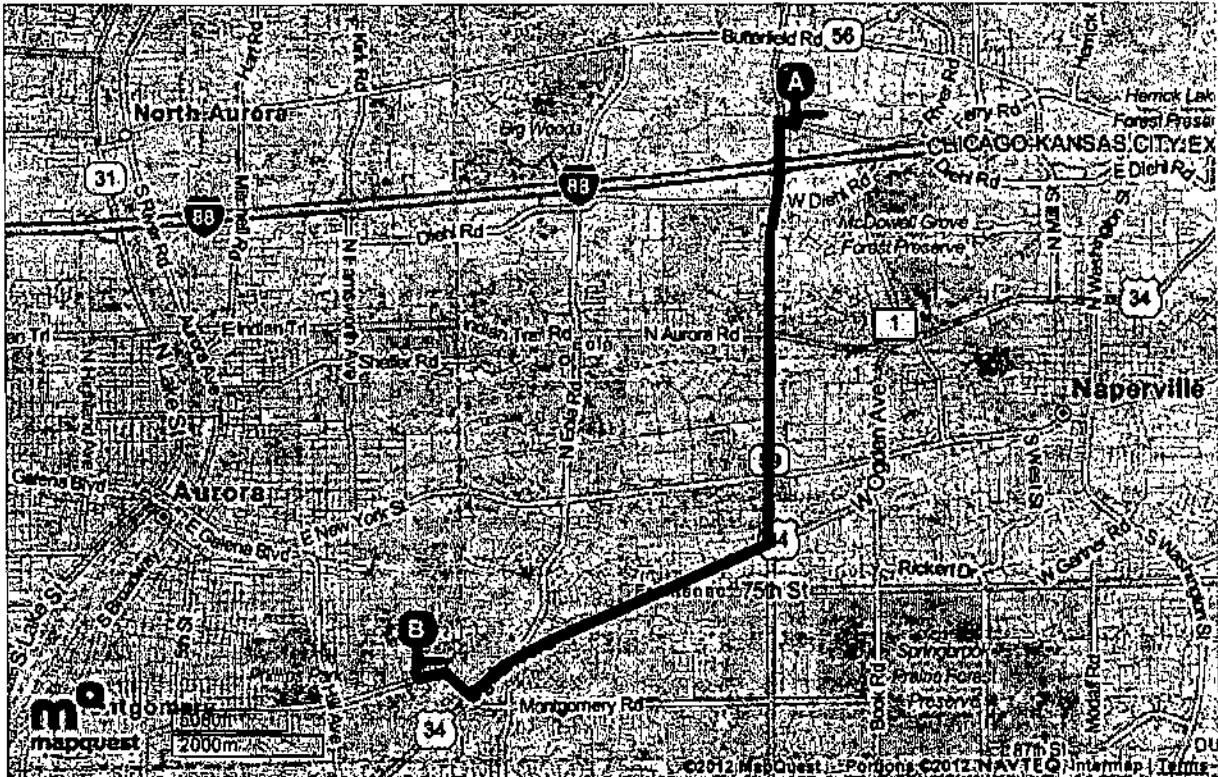
2021 Randi Dr

Aurora, IL 60504-4758

8.02 miles / 14 minutes

Notes

Alden of Waterford



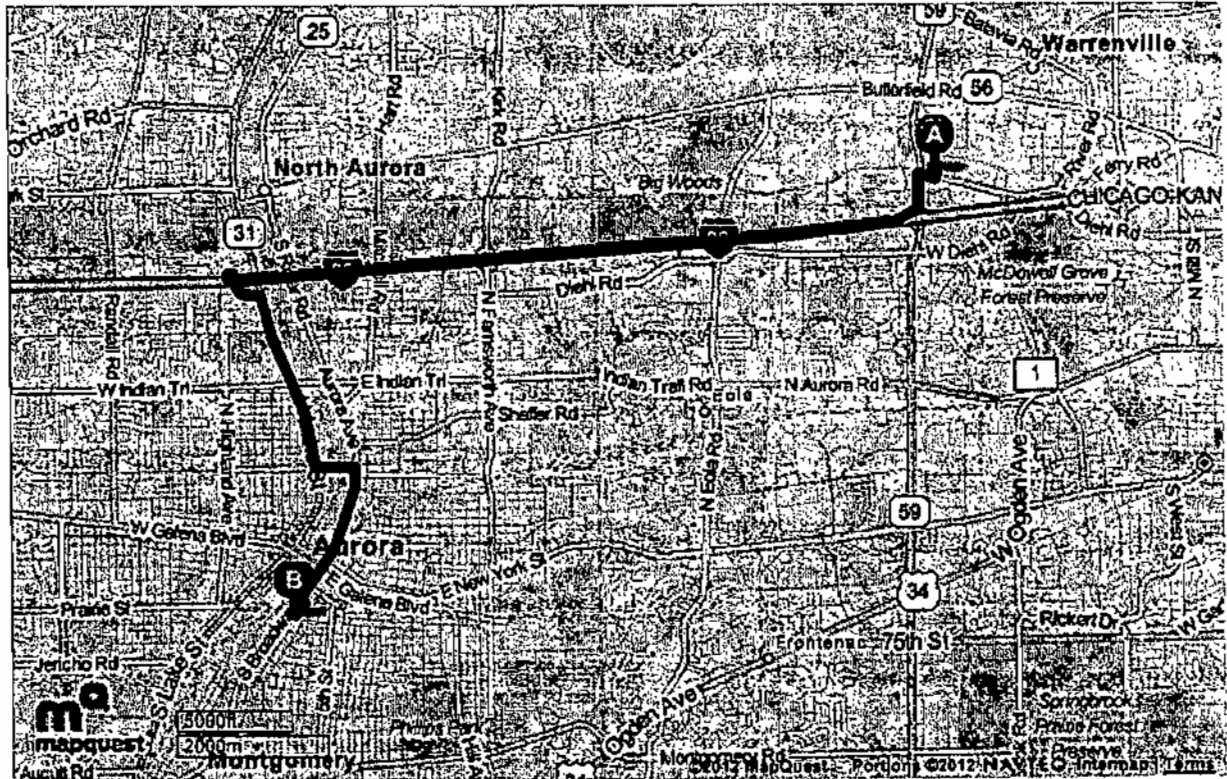
©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^o

Trip to:
275 S Lasalle St
Aurora, IL 60505-4258
11.21 miles / 19 minutes

Notes

Jennings Terrace



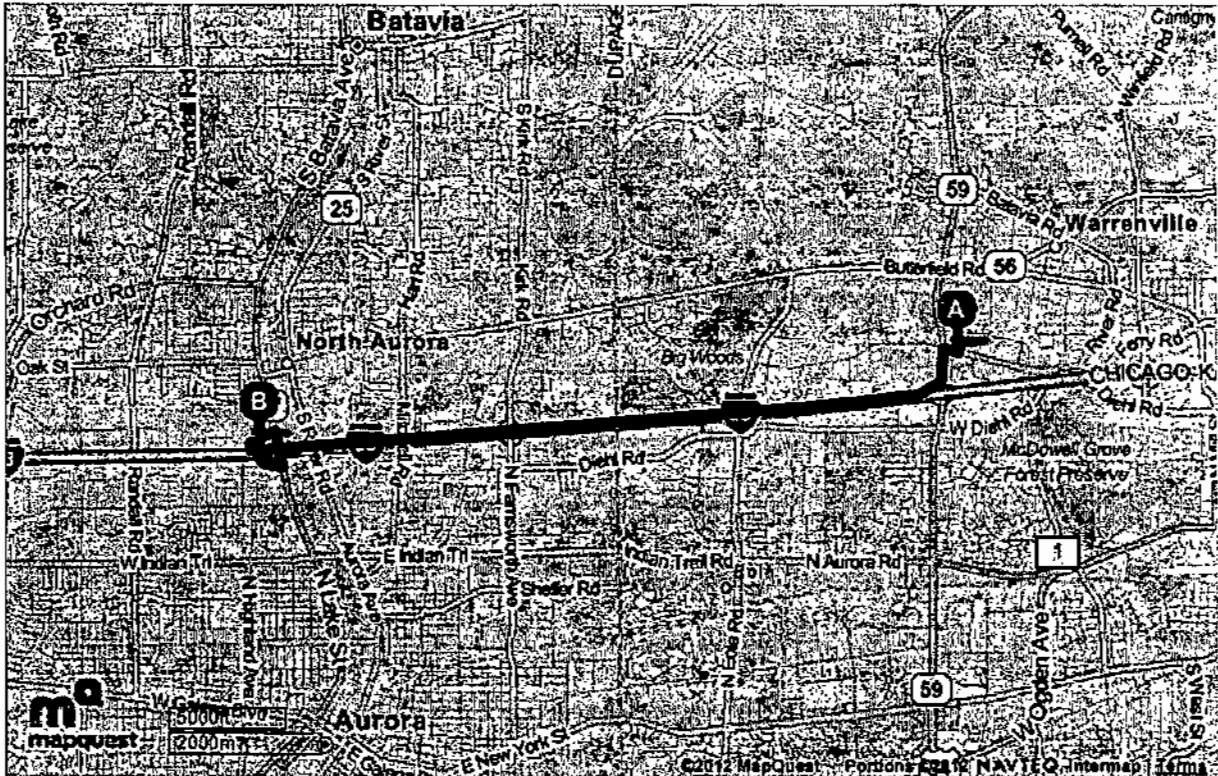
©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^q

Trip to:
210 Airport Rd
North Aurora, IL 60542-1700
8.08 miles / 12 minutes

Notes

Asbury Pavillion Nursing & Rehab Center



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^q

Trip to:

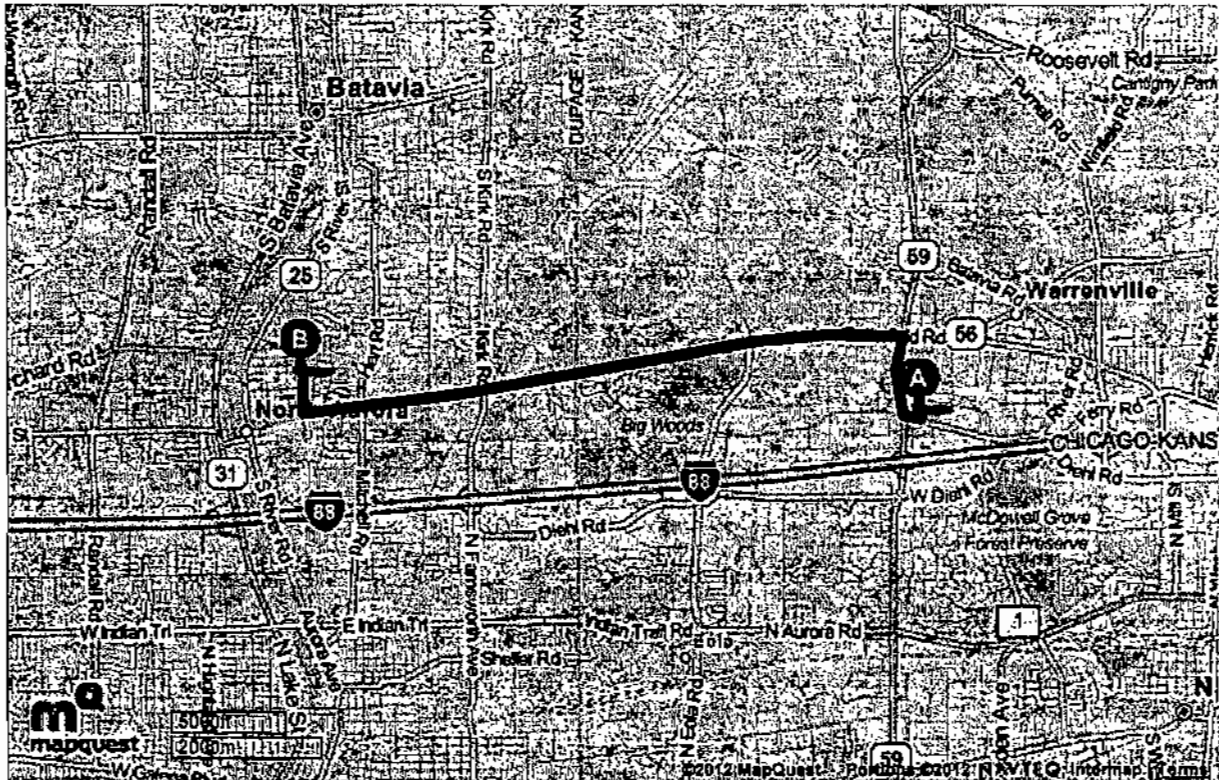
310 Banbury Rd

North Aurora, IL 60542-1260

7.00 miles / 11 minutes

Notes

North Aurora Care Center



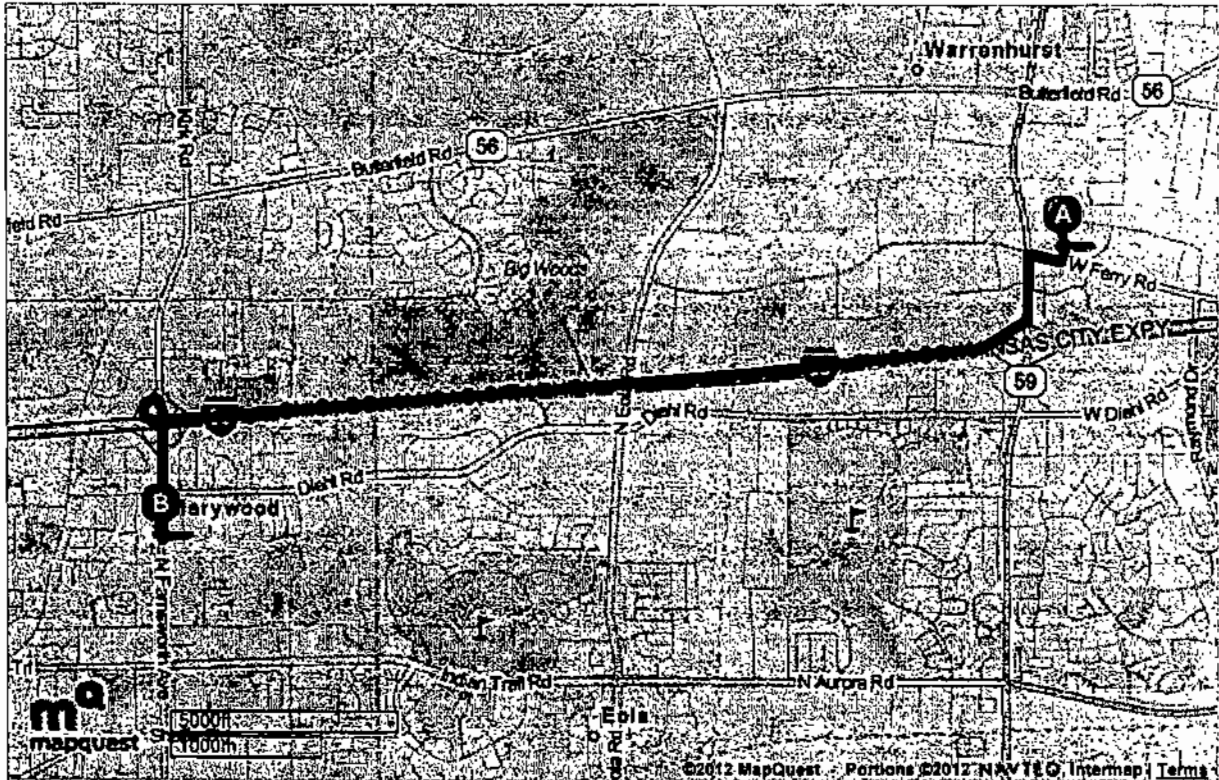
©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^a

Trip to:
1601 N Farnsworth Ave
Aurora, IL 60505-1509
5.50 miles / 9 minutes

Notes

Aurora Rehab & Living Center



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^o

Trip to:

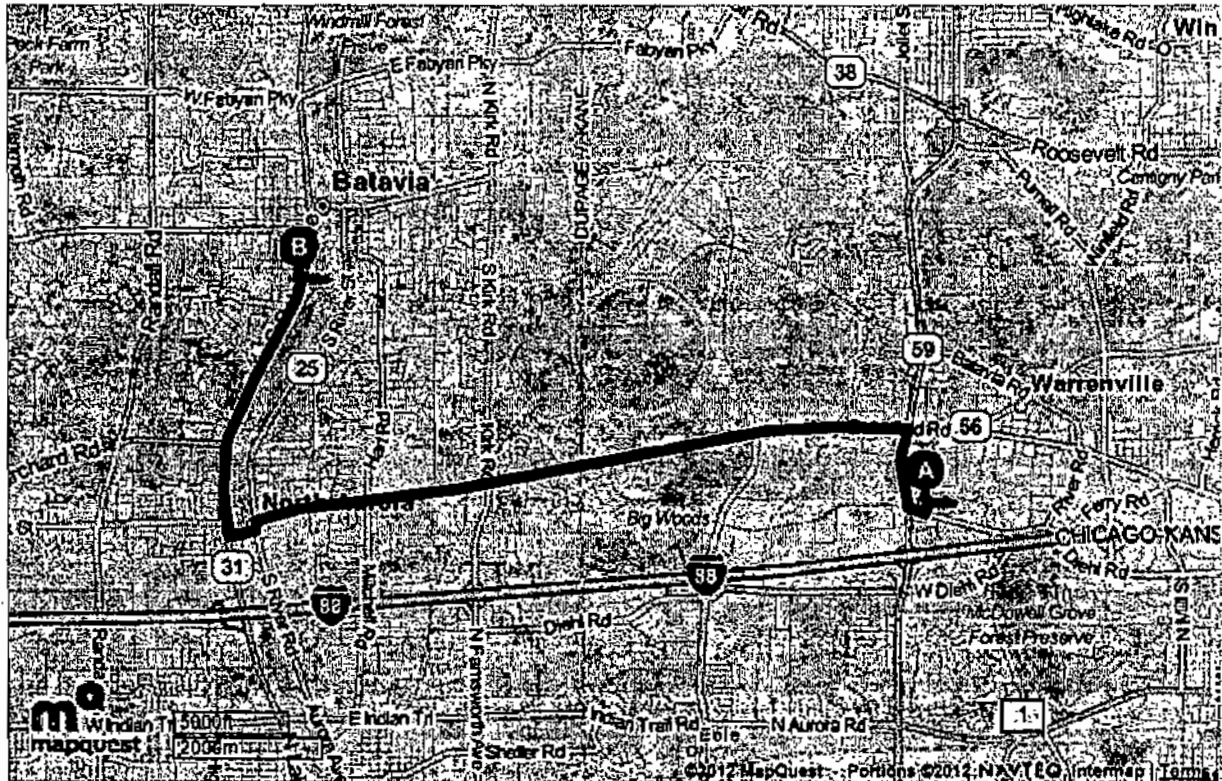
831 S Batavia Ave

Batavia, IL 60510-3005

10.03 miles / 17 minutes

Notes

Covenant Health Care Center



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^o

Trip to:

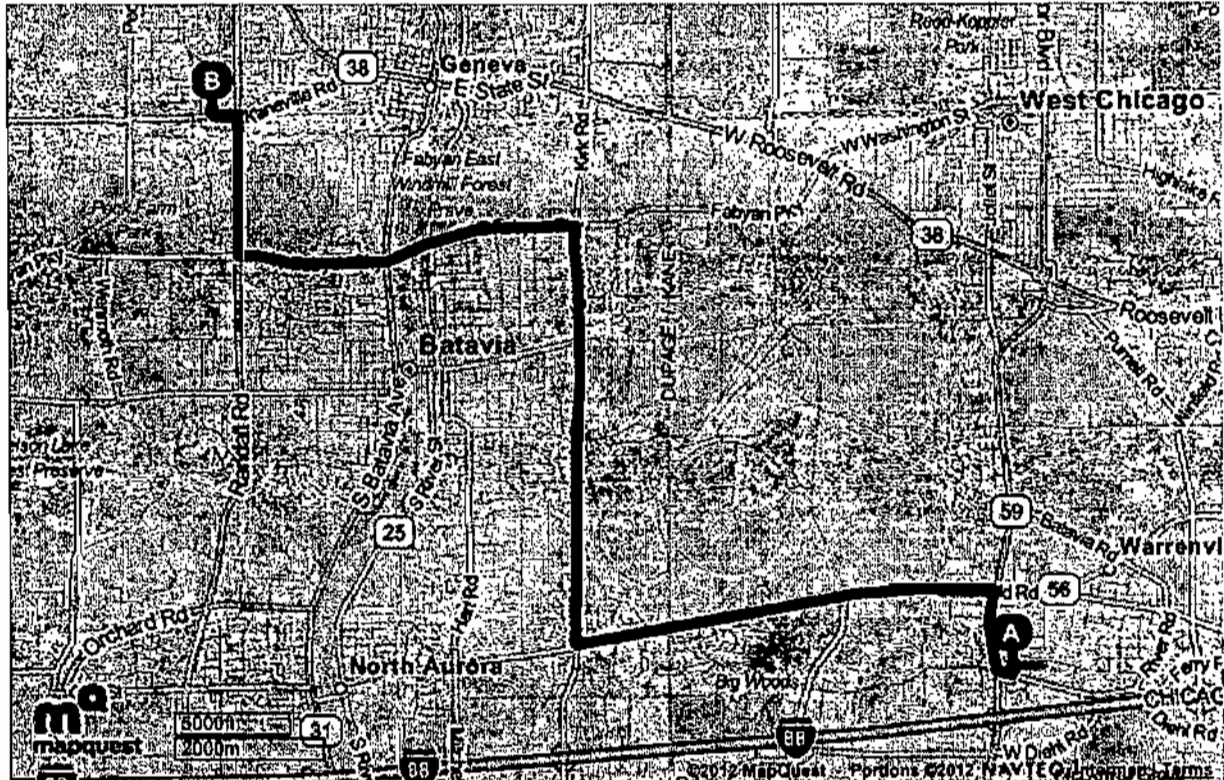
37w220 Keslinger Rd

Geneva, IL 60134

13.46 miles / 20 minutes

Notes

Meadowbrook Manor



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m

Trip to:

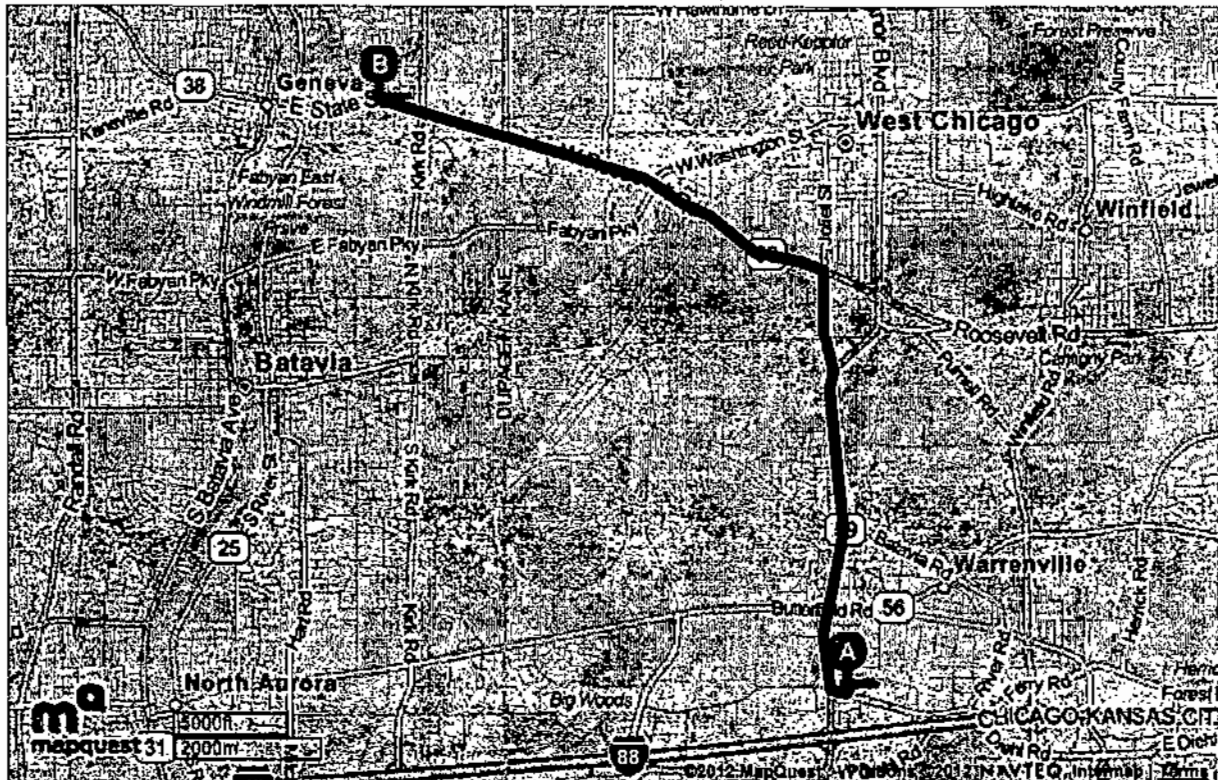
1101 E State St

Geneva, IL 60134-2438

8.58 miles / 13 minutes

Notes

Geneva Nursing & Rehab



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^a

Trip to:

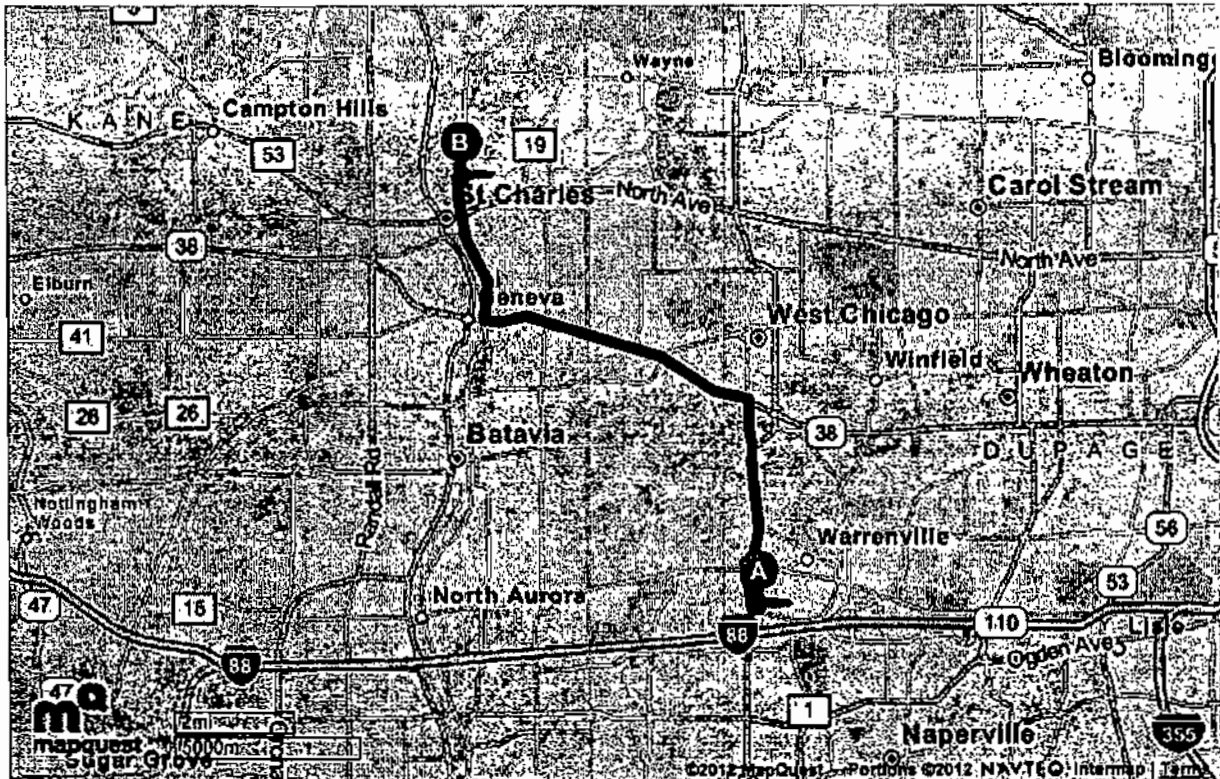
611 Allen Ln

Saint Charles, IL 60174-1355

12.23 miles / 22 minutes

Notes

Provena Pine View Care Center



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^a

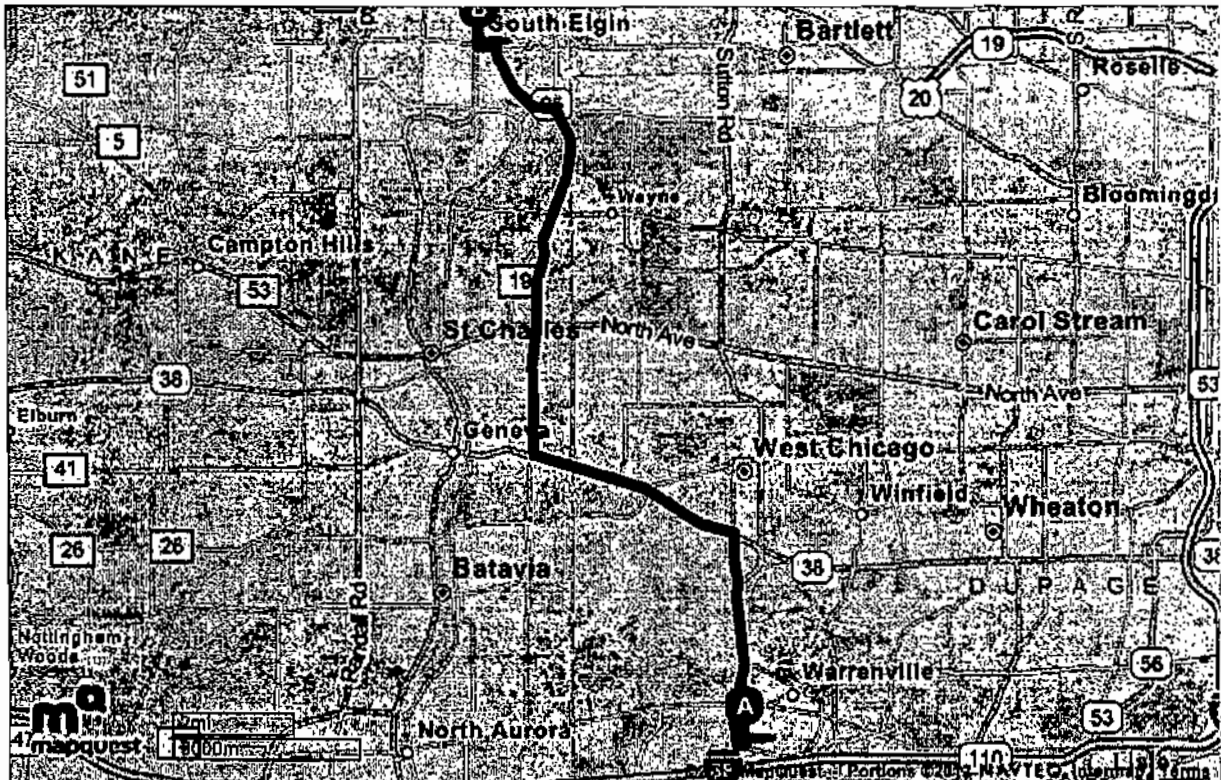
Trip to:

South Elgin, IL

17.00 miles / 28 minutes

Notes

Park Point South Elgin Healthcare



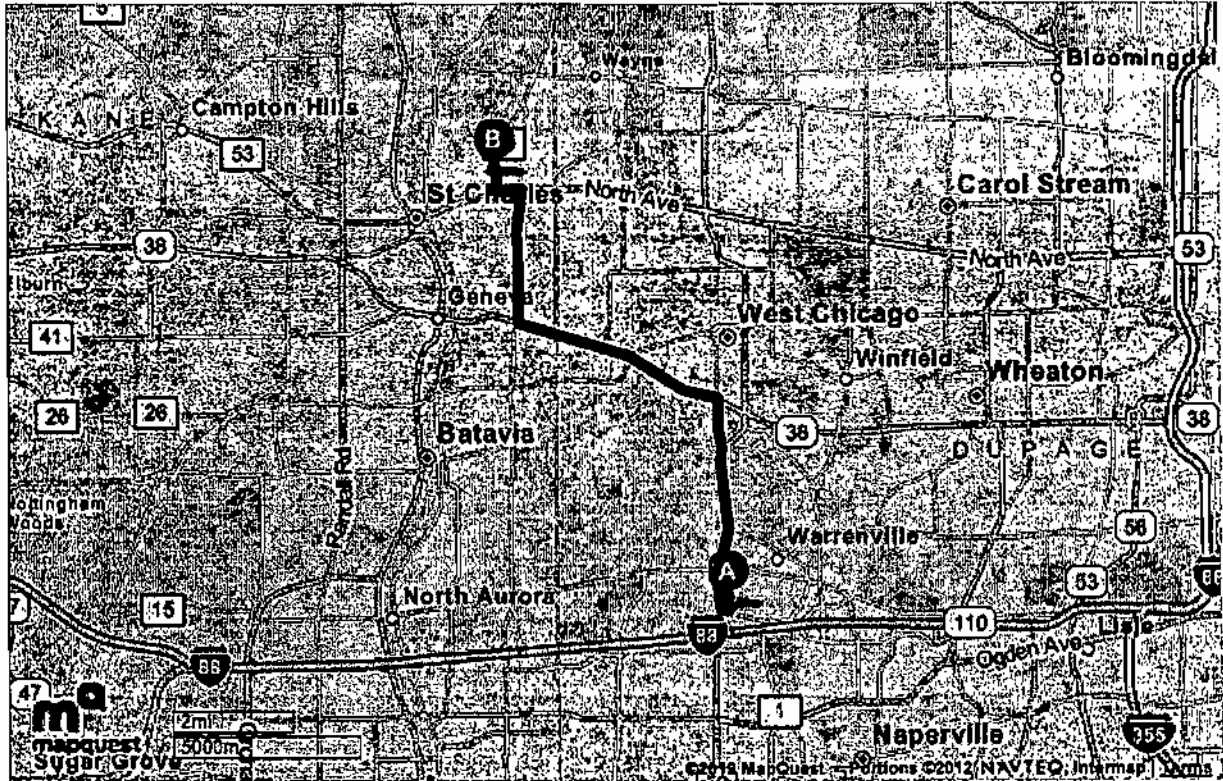
©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^a

Trip to:
850 Dunham Rd
St Charles, IL 60174-1494
11.42 miles / 18 minutes

Notes

Rosewood Care Center St. Charles



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^Q

Trip to:

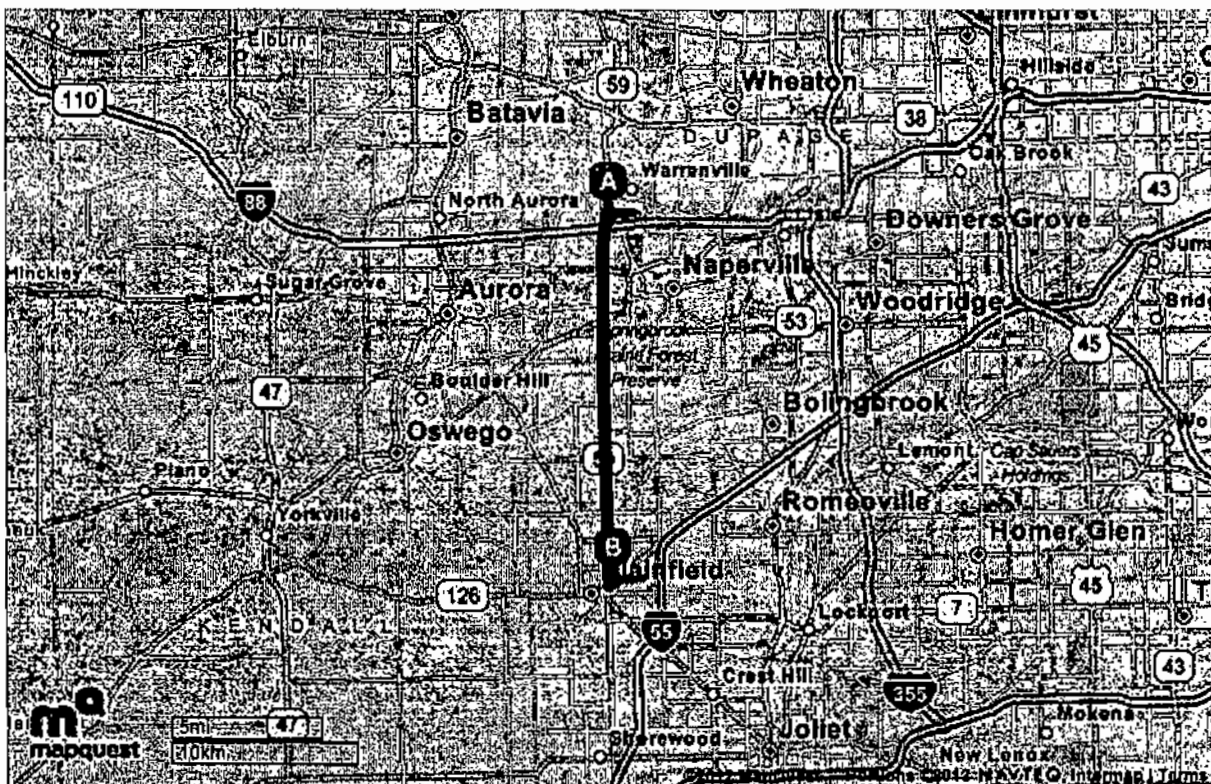
[14700-14801] S Eastern Ave

Plainfield, IL 60544

14.33 miles / 24 minutes

Notes

Lakewood Nursing & Rehab Center



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. View Terms of Use

mapquest m^a

Trip to:

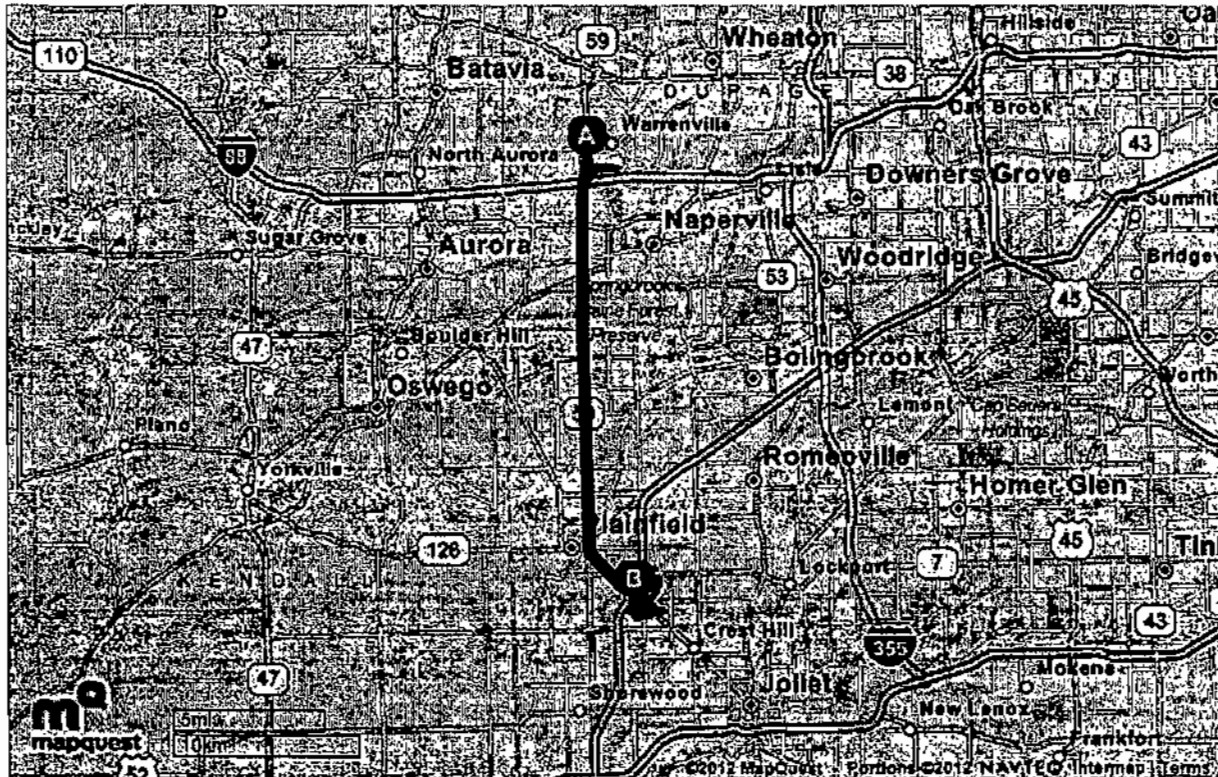
3401 Hennepin Dr

Joliet, IL 60431-1080

18.28 miles / 33 minutes

Notes

Rosewood Care Center



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

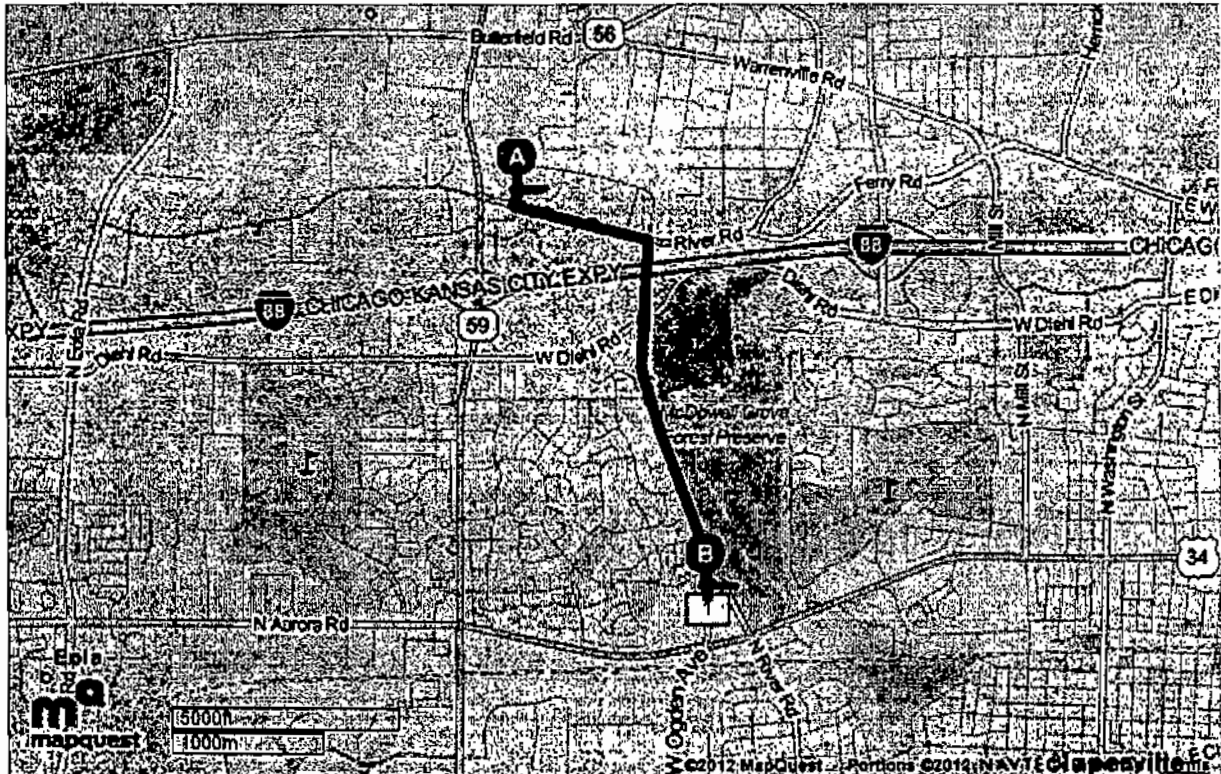
mapquest m^q

Trip to:

720 Raymond Dr
Naperville, IL 60563-9758
2.42 miles / 5 minutes

Notes

Meadowbrook Manor



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^a

Trip to:

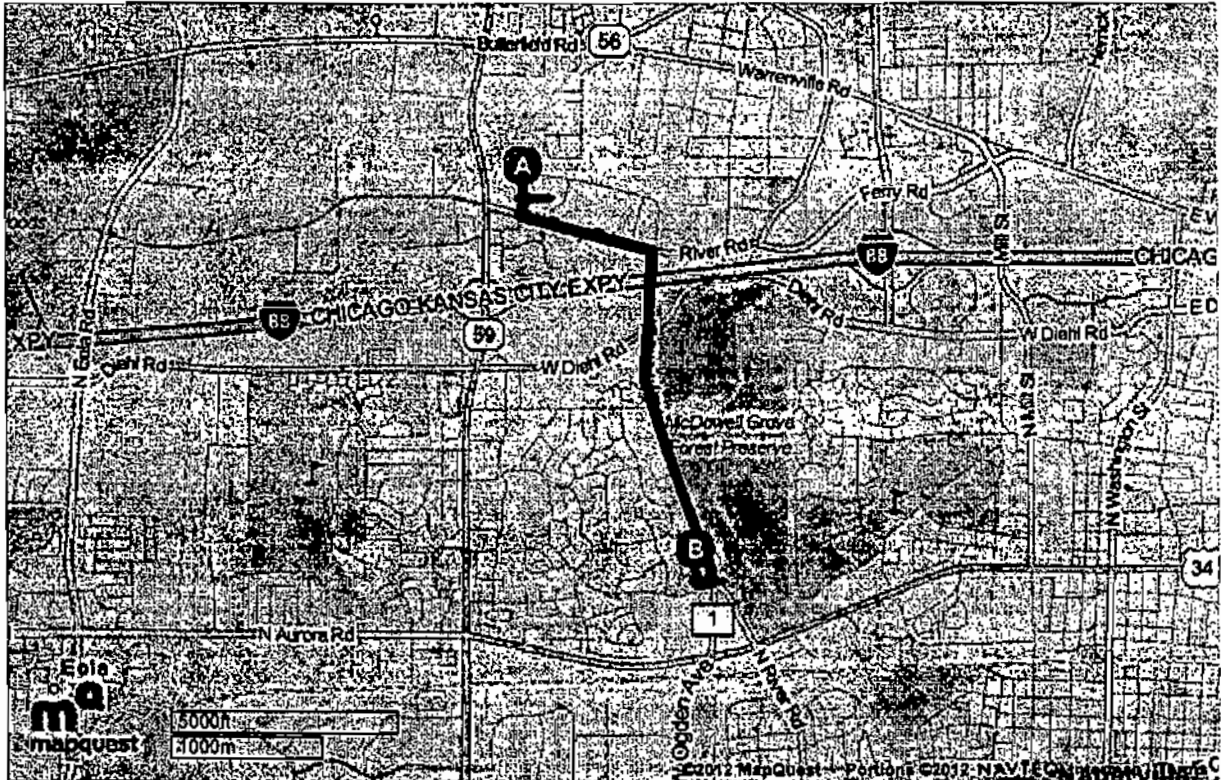
1400 Brookdale Rd

Naperville, IL 60563-2126

2.37 miles / 4 minutes

Notes

St. Patrick's Residence



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^a

Trip to:

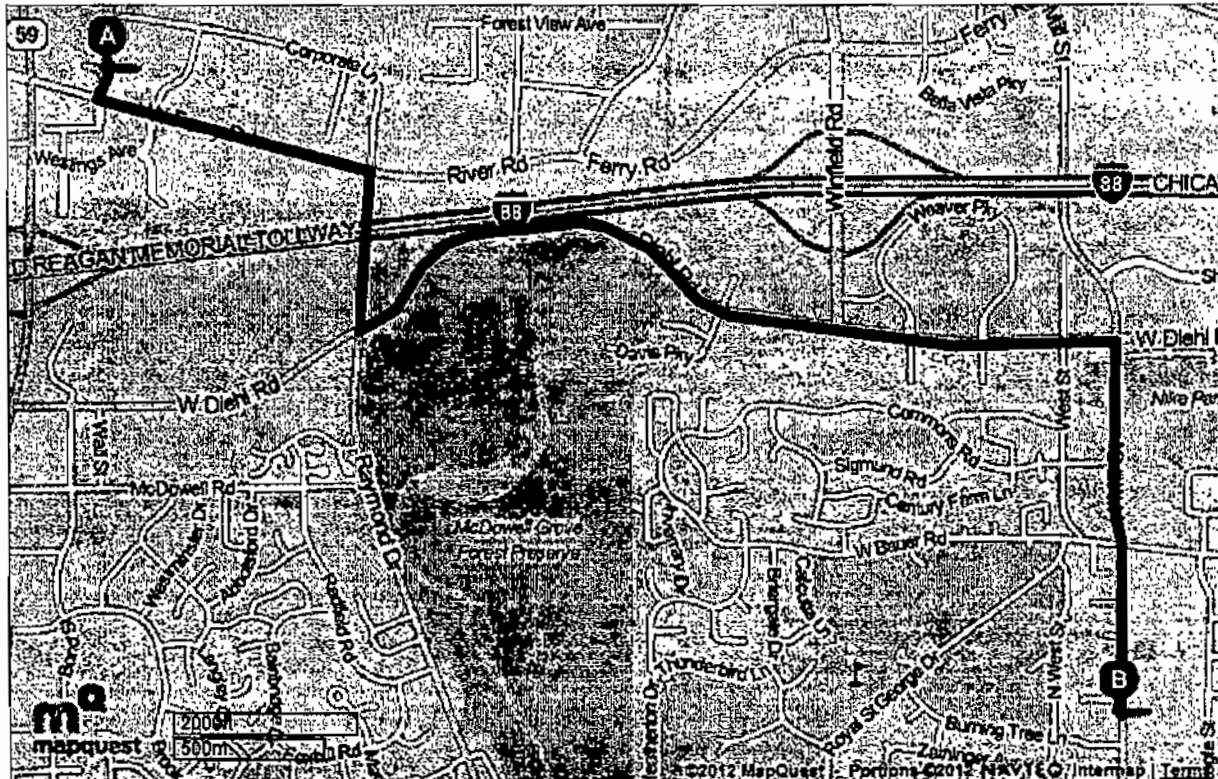
1136 N Mill St

Naperville, IL 60563-3577

3.88 miles / 7 minutes

Notes

Community Nursing & Rehab Center



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^a

Trip to:

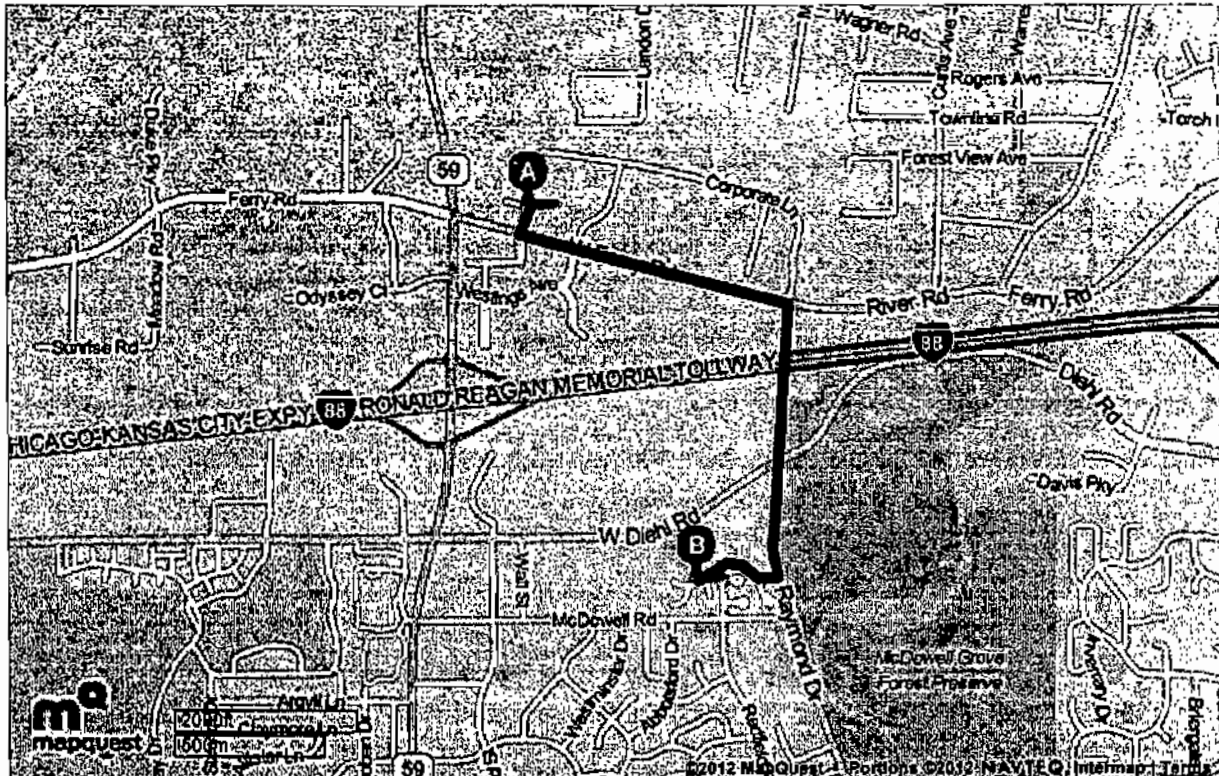
1437 Crystal Ave

Naperville, IL 60563

1.56 miles / 3 minutes

Notes

Tabor Hills Healthcare



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^a

Trip to:

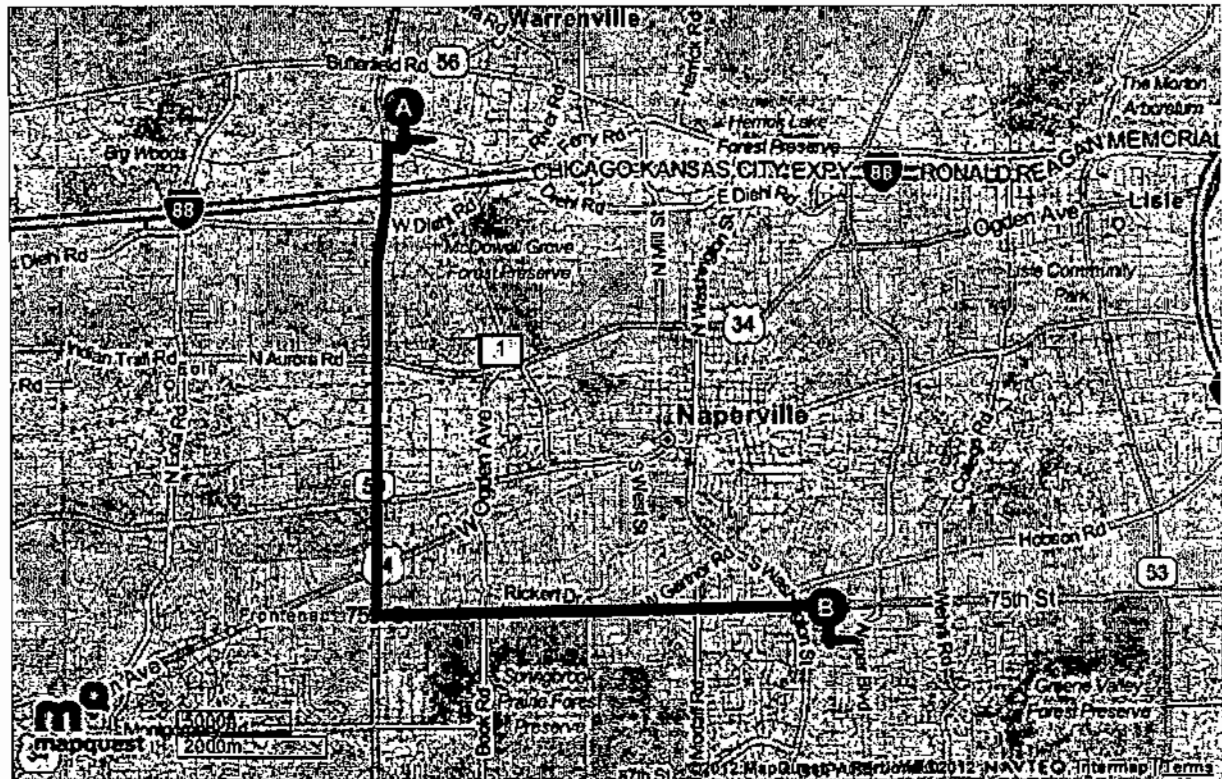
1525 Oxford Ln

Naperville, IL 60565-1511

9.17 miles / 16 minutes

Notes

Alden Estates of Naperville



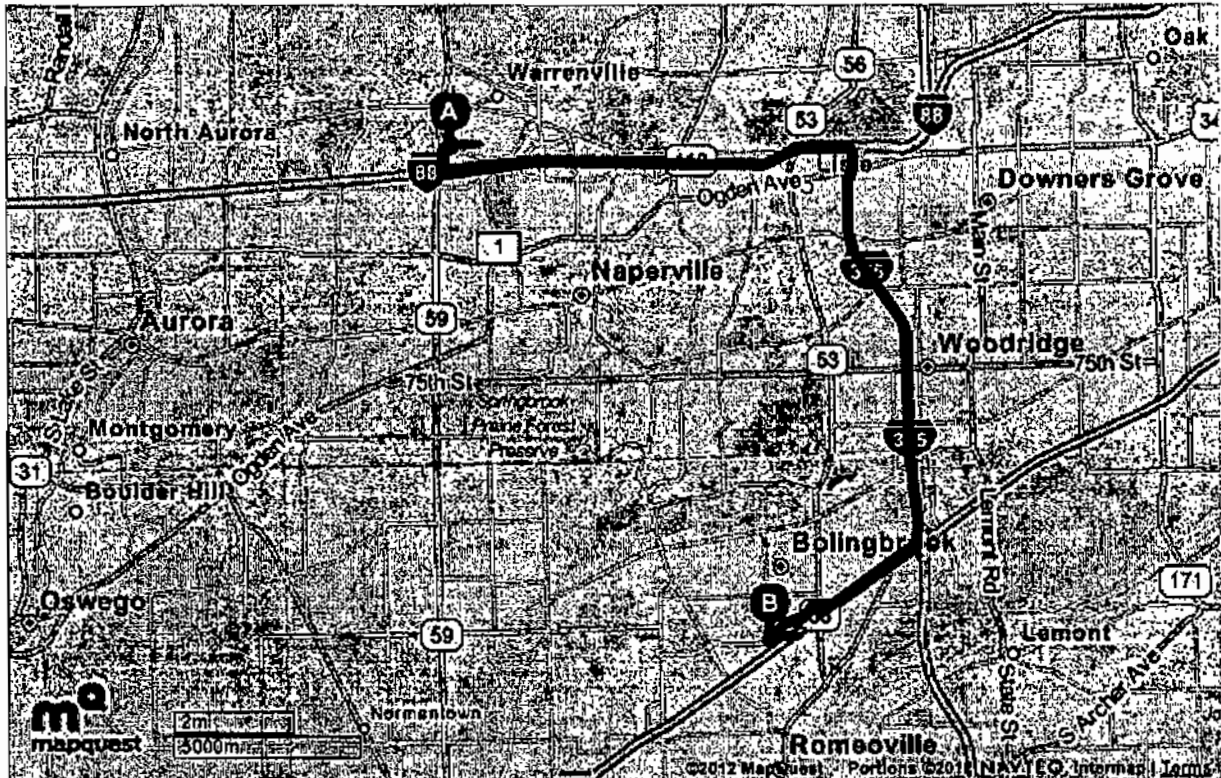
©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^a

Trip to:
431 Remington Blvd
Bolingbrook, IL 60440-4918
19.89 miles / 27 minutes

Notes

Meadowbrook Manor, Bolingbrook, IL



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^a

Trip to:

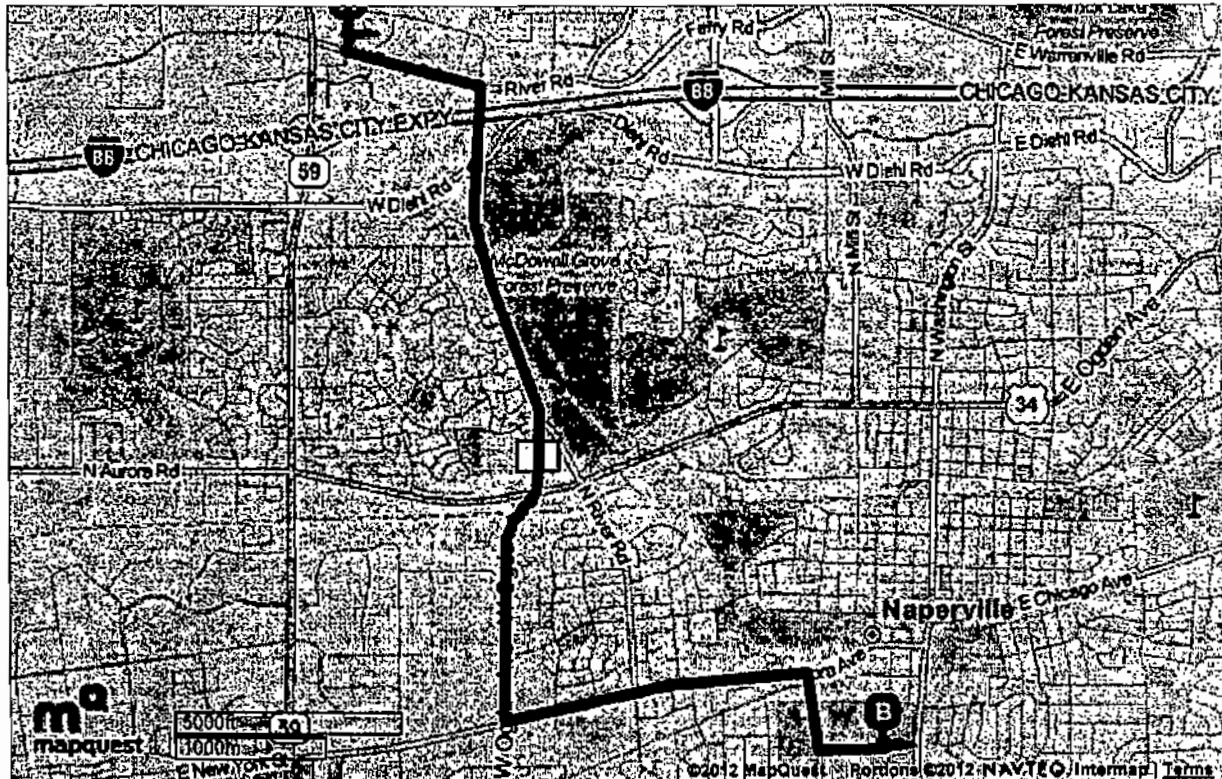
200 Martin Ave

Naperville, IL 60540-6516

5.84 miles / 12 minutes

Notes

Manor Care - Naperville



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^a

Trip to:

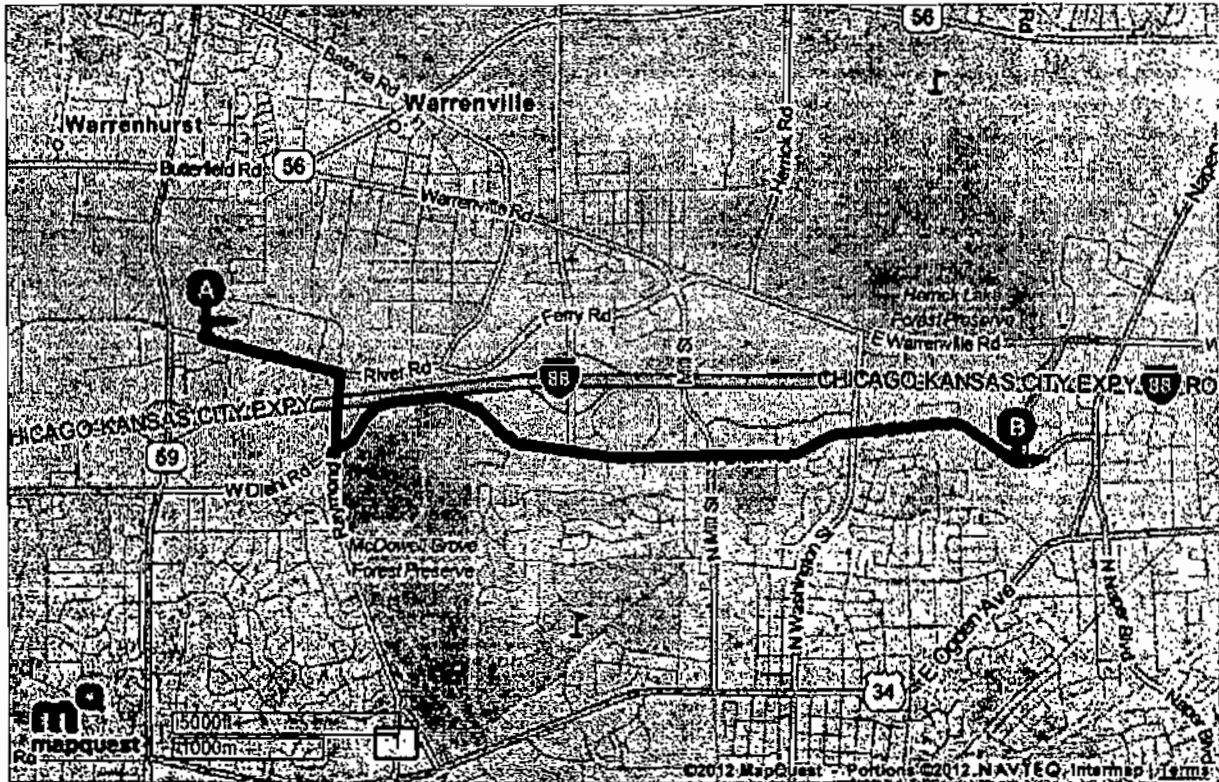
1175 E Diehl Rd

Naperville, IL 60563-1487

4.60 miles / 8 minutes

Notes

Transitional Care of Naperville



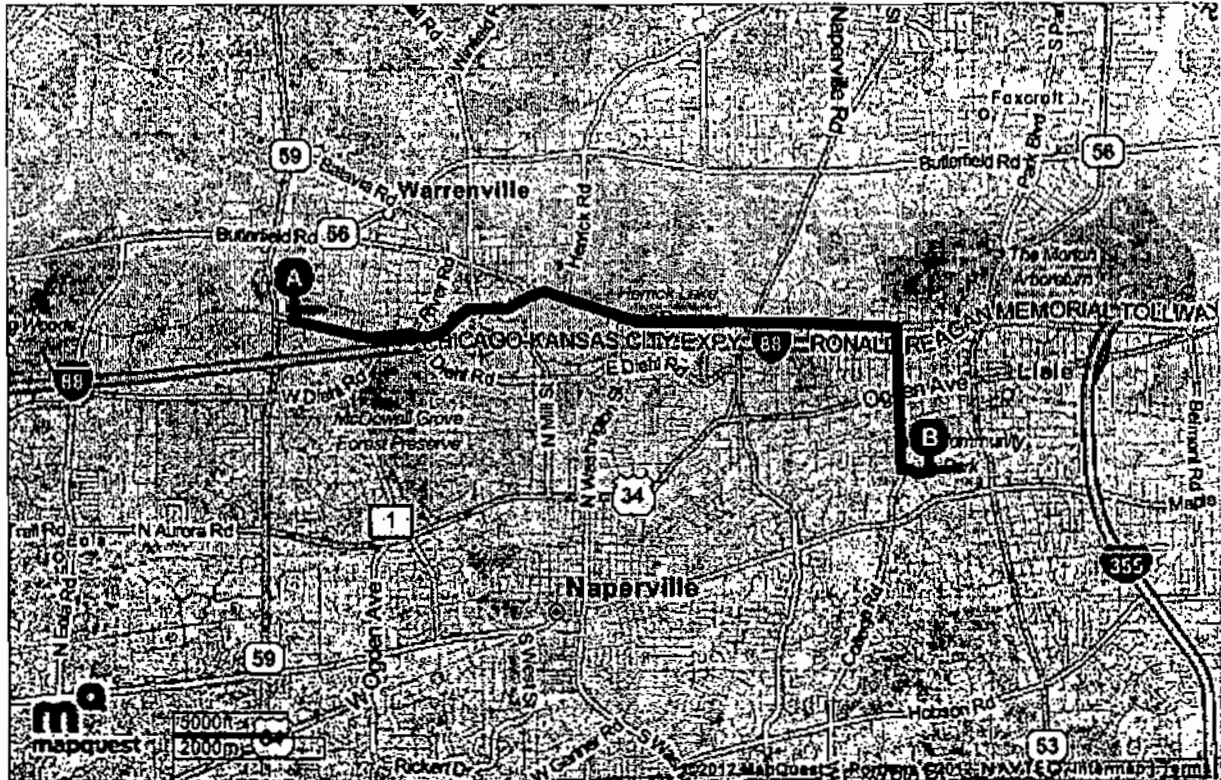
©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^a

Trip to:
[1600-1789] Robin Ln
Lisle, IL 60532
7.53 miles / 14 minutes

Notes

Westbury Care Center



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^q

Trip to:

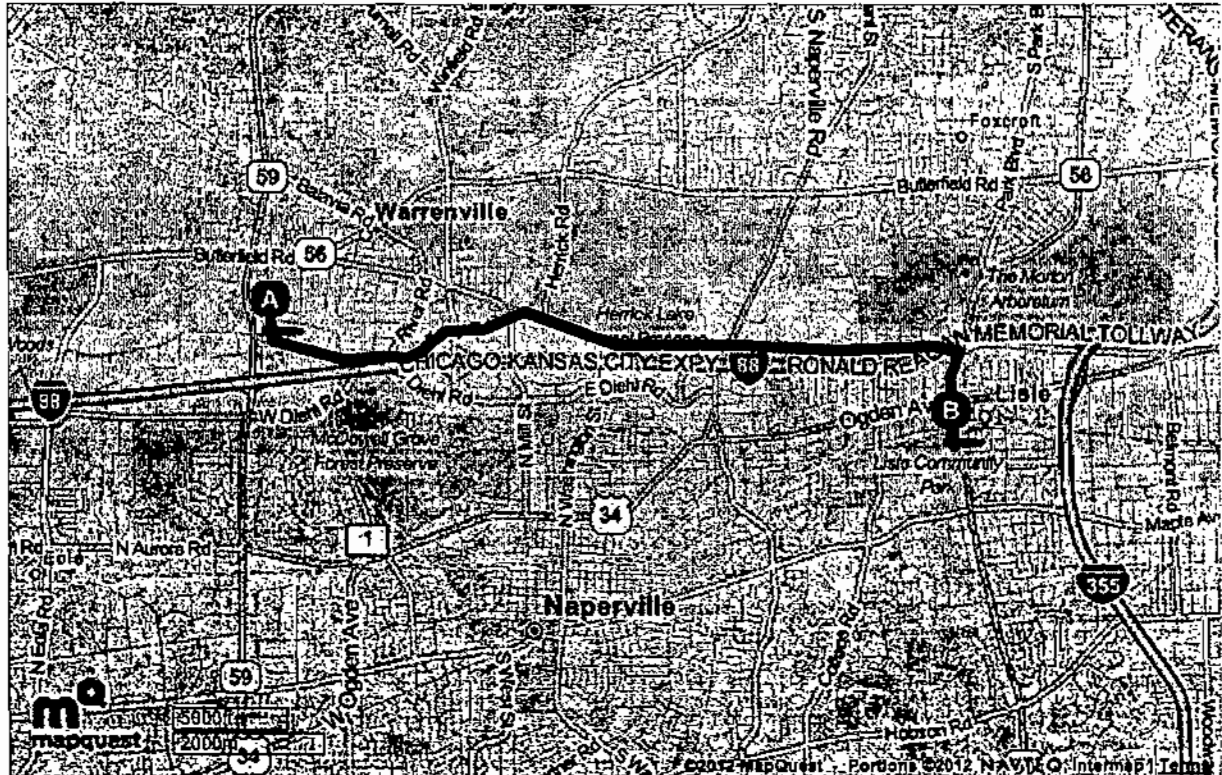
5000 Lincoln Ave

Lisle, IL 60532-2117

7.62 miles / 14 minutes

Notes

Snow Valley Nursing & Rehab Center



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^q

Trip to:

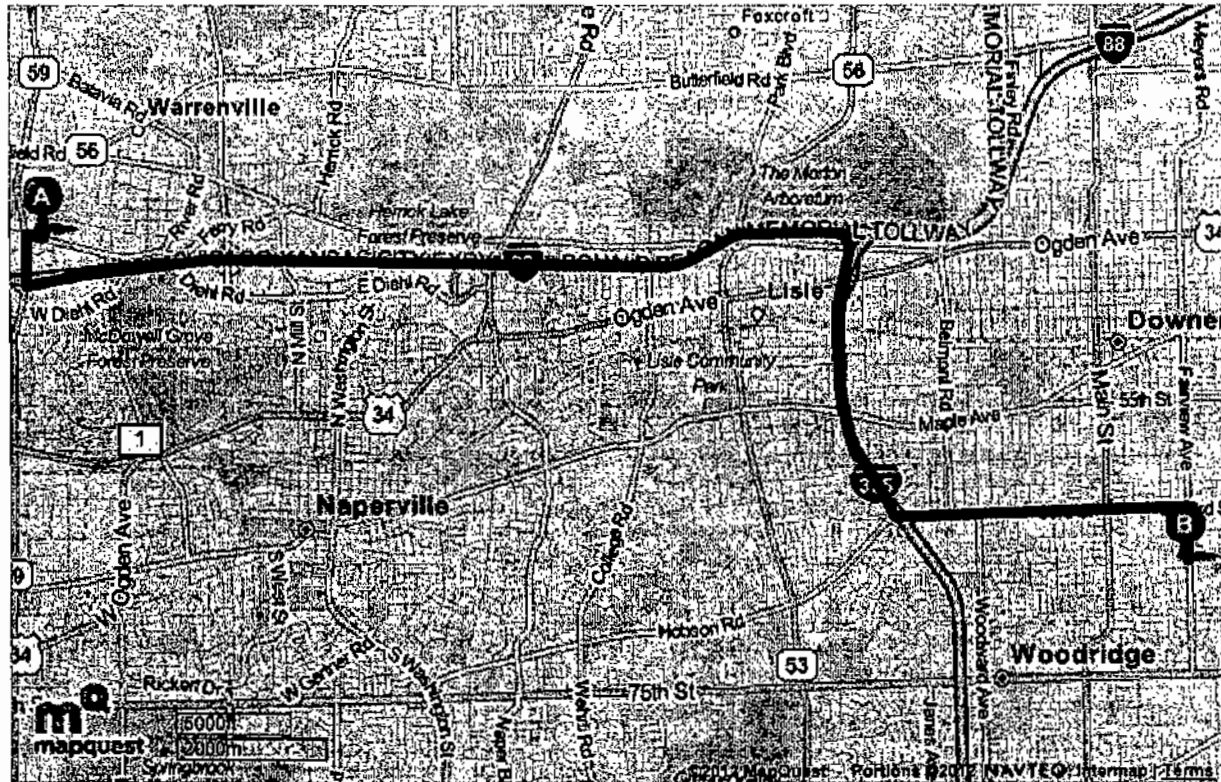
6700 Fairview Ave

Downers Grove, IL 60516-3003

14.44 miles / 23 minutes

Notes

Fairview Baptist Home



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^a

Trip to:

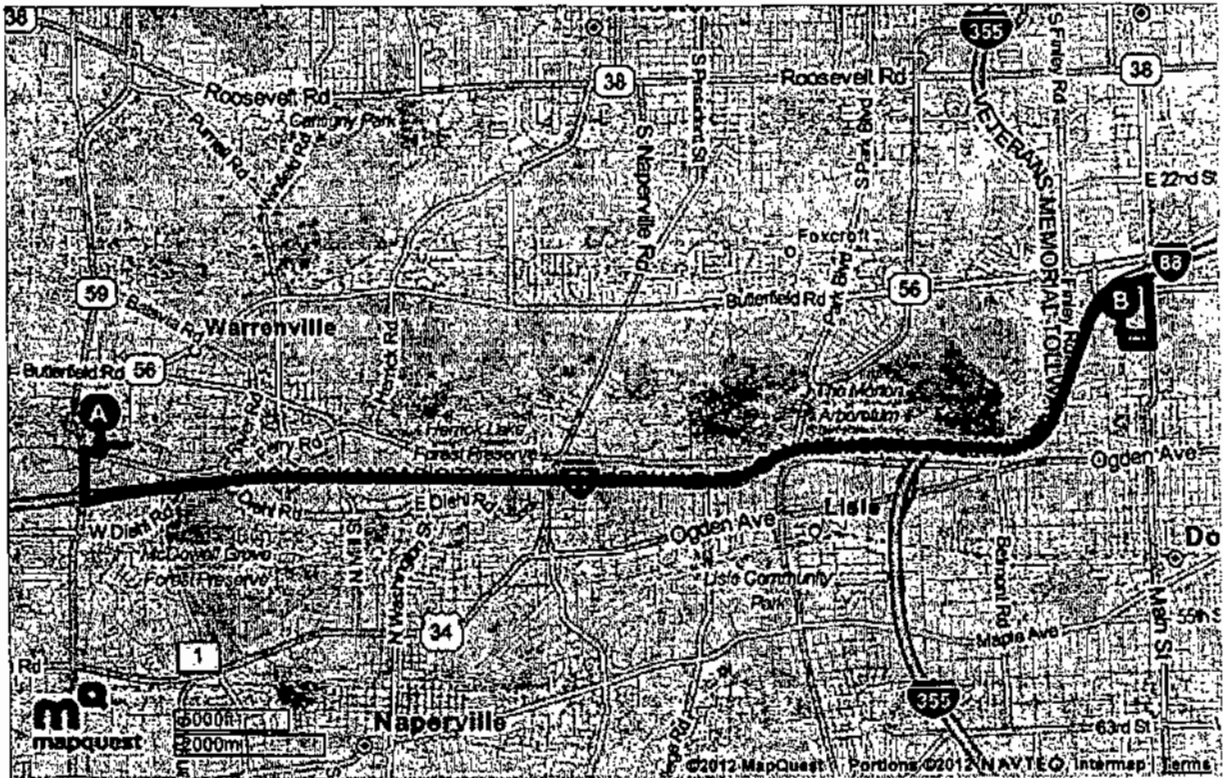
3450 Saratoga Ave

Downers Grove, IL 60515-1141

12.65 miles / 18 minutes

Notes

Rest Haven West



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^Q

Trip to:

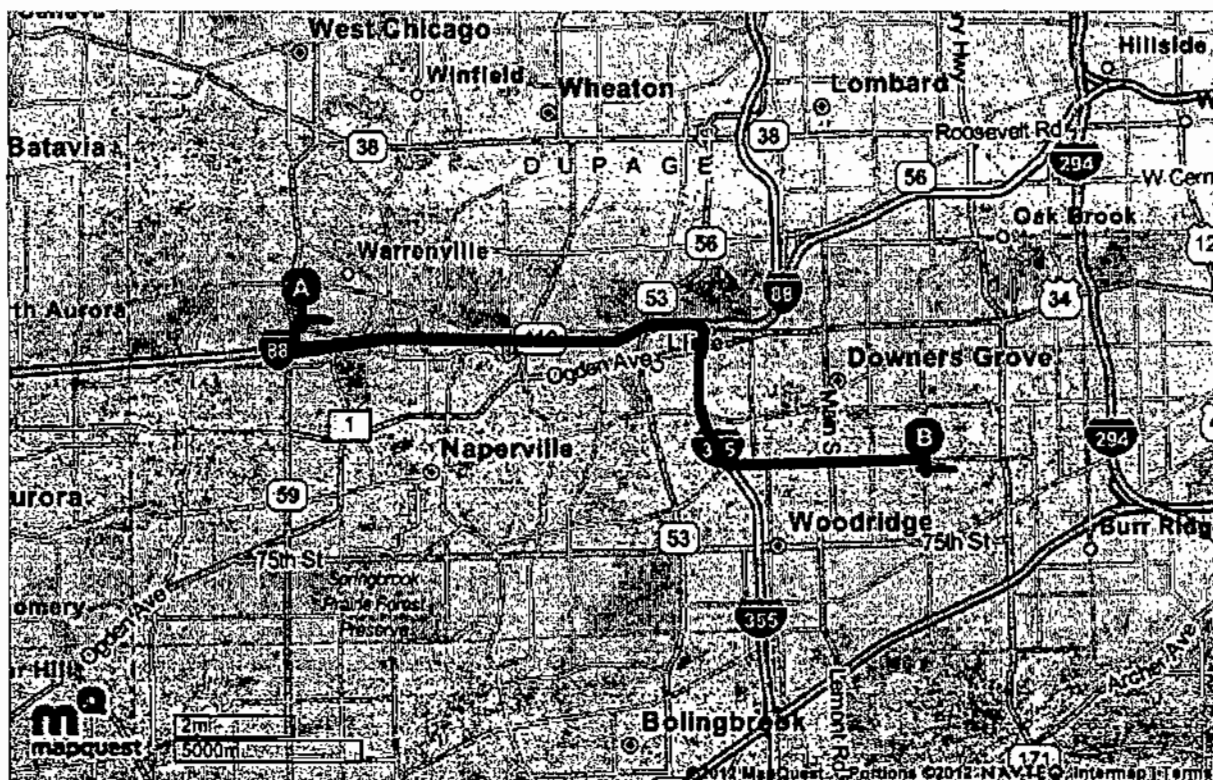
6501 S Cass Ave

Westmont, IL 60559-3200

15.21 miles / 25 minutes

Notes

Westmont Nursing & Rehab Center



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^q

Trip to:

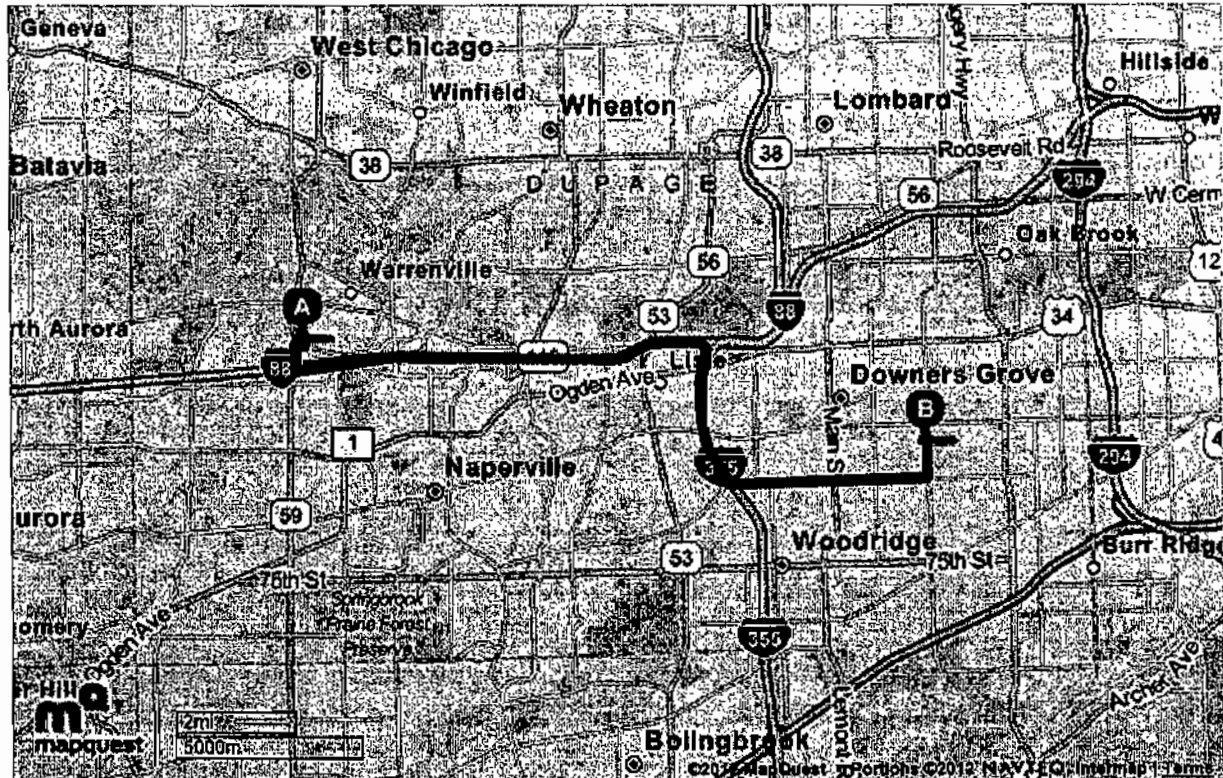
5801 S Cass Ave

Westmont, IL 60559-2300

15.55 miles / 25 minutes

Notes

Burgess Square



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^a

Trip to:

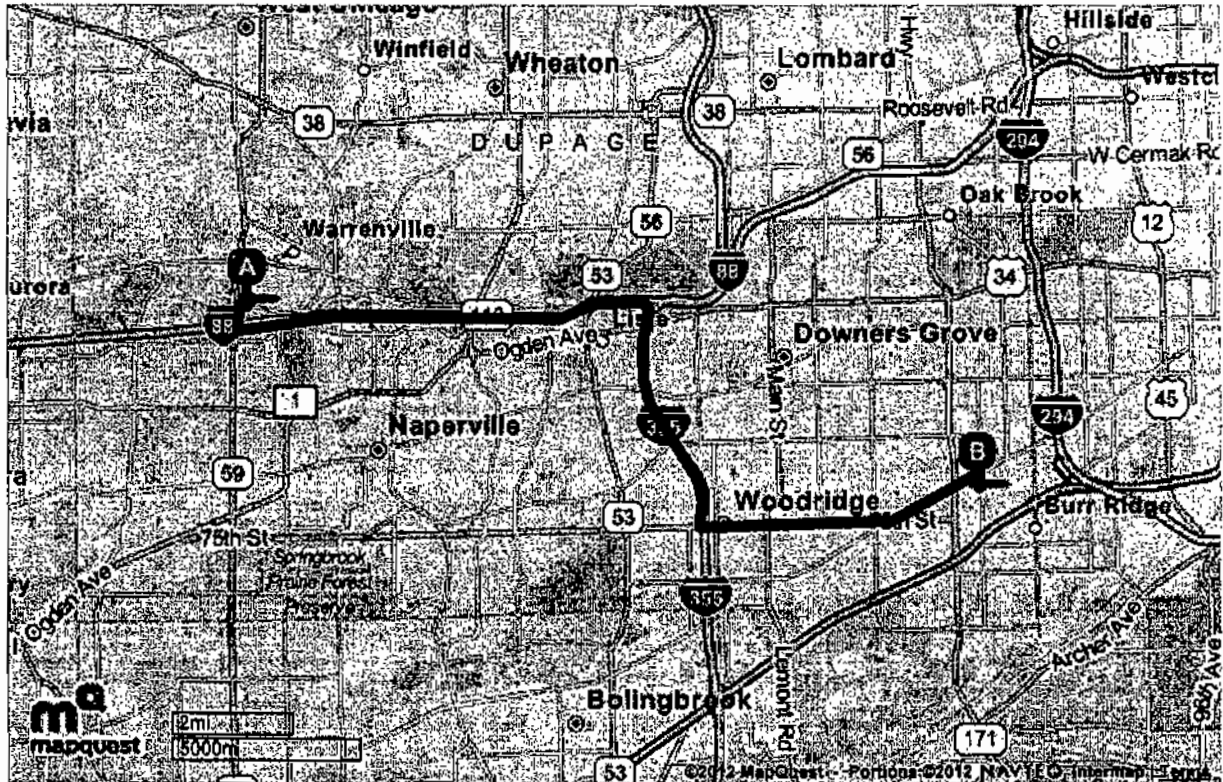
7050 S Madison St

Willowbrook, IL 60527-5548

18.59 miles / 29 minutes

Notes

Chateau Nursing & Rehab Center



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^q

Trip to:

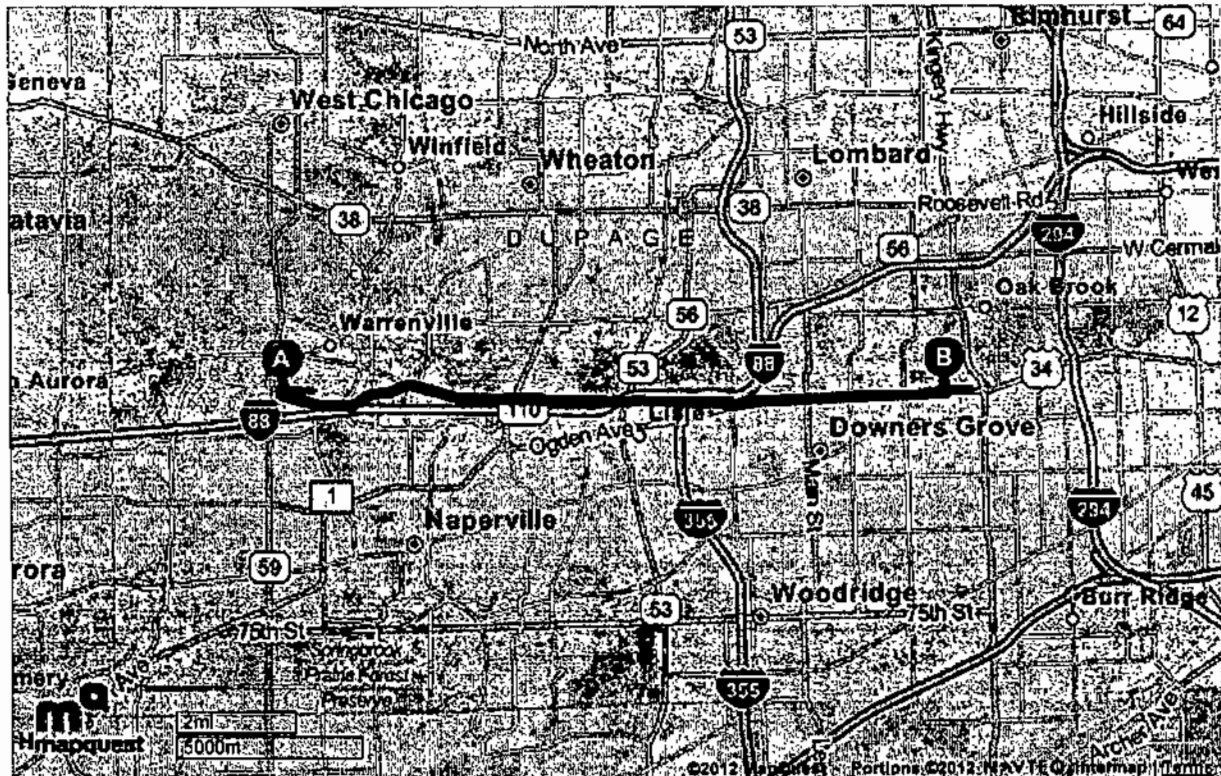
512 E Ogden Ave

Westmont, IL 60559-1228

12.72 miles / 25 minutes

Notes

Manor Care of Westmont



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^a

Trip to:

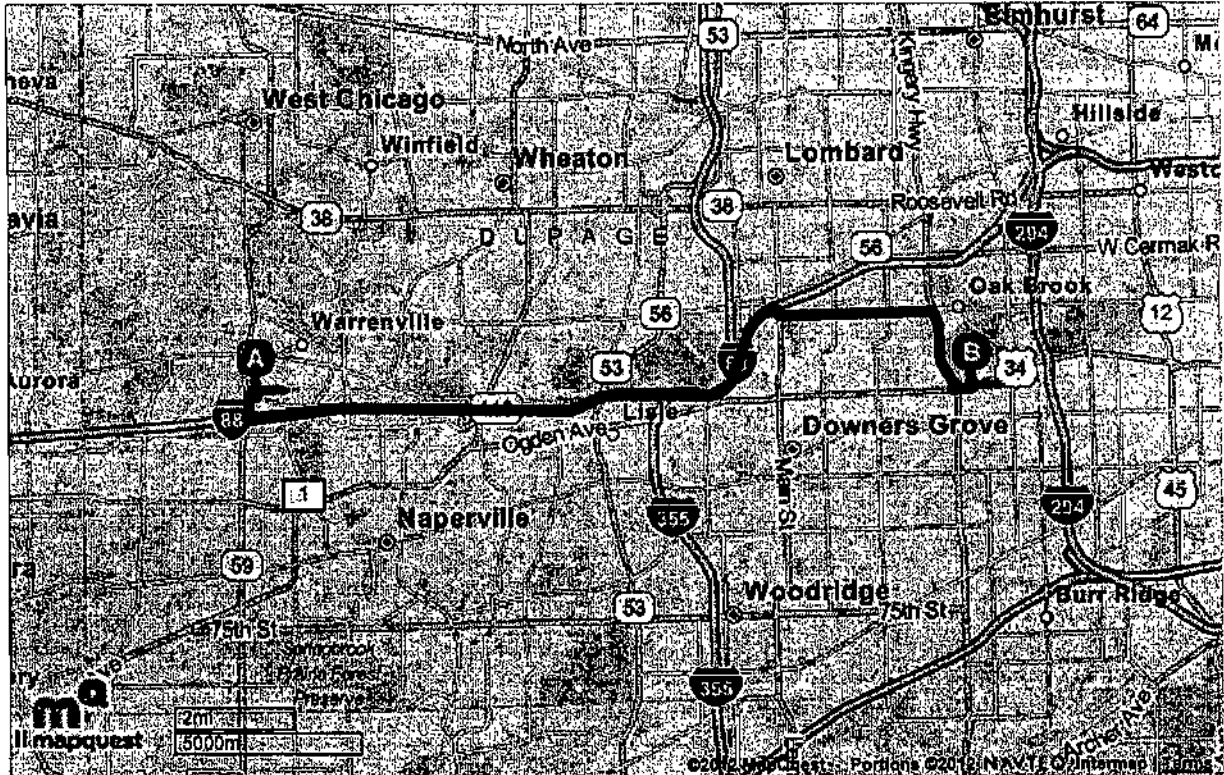
600 W Ogden Ave

Hinsdale, IL 60521-3158

16.62 miles / 25 minutes

Notes

Manor Care of Hinsdale



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^a

Trip to:

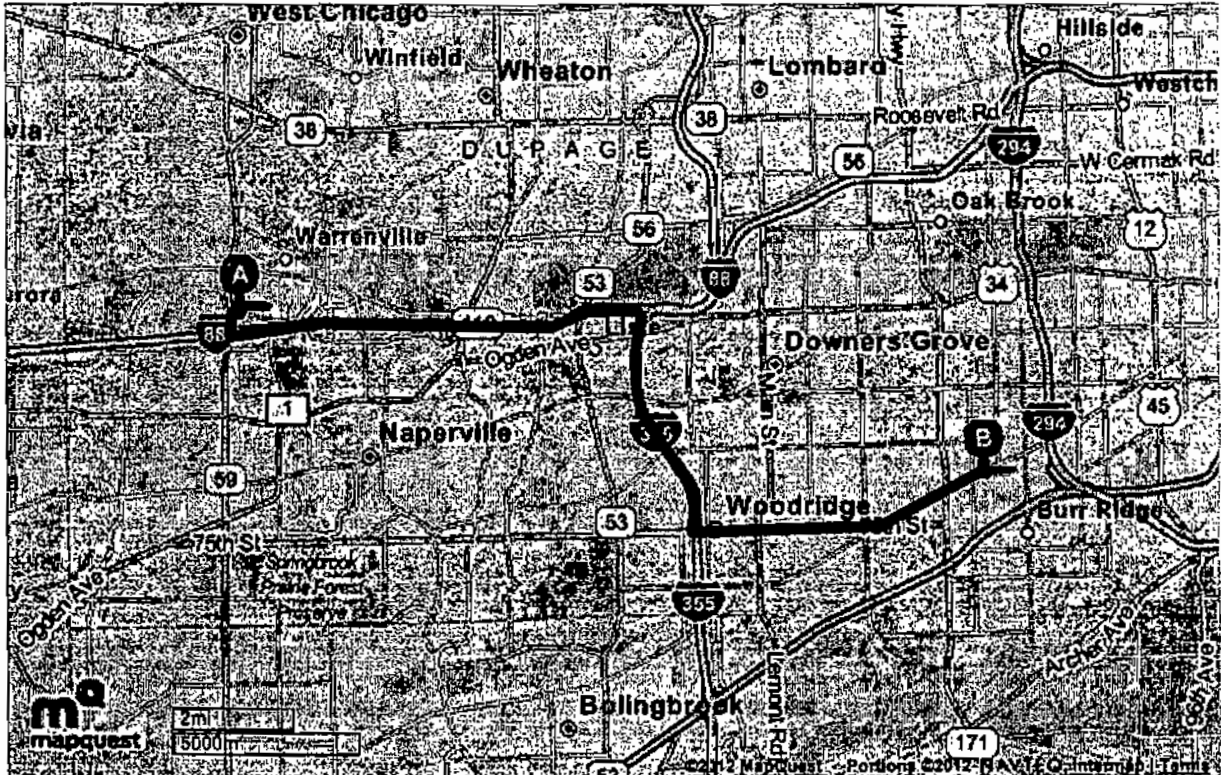
6801 High Grove Blvd

Burr Ridge, IL 60527-7585

18.69 miles / 30 minutes

Notes

Emeritus Burr Ridge



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^a

Trip to:

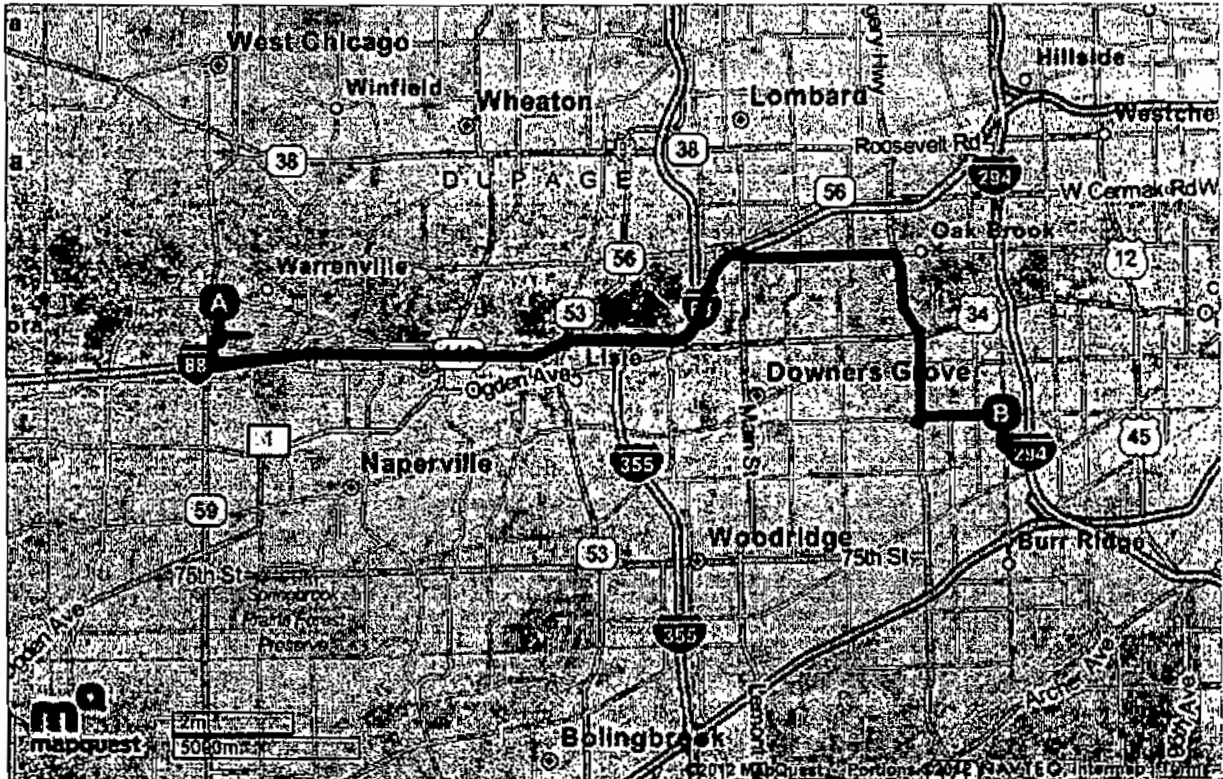
6101 S County Line Rd

Burr Ridge, IL 60527-8132

20.33 miles / 31 minutes

Notes

King-Bruwaert House



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^a

Trip to:

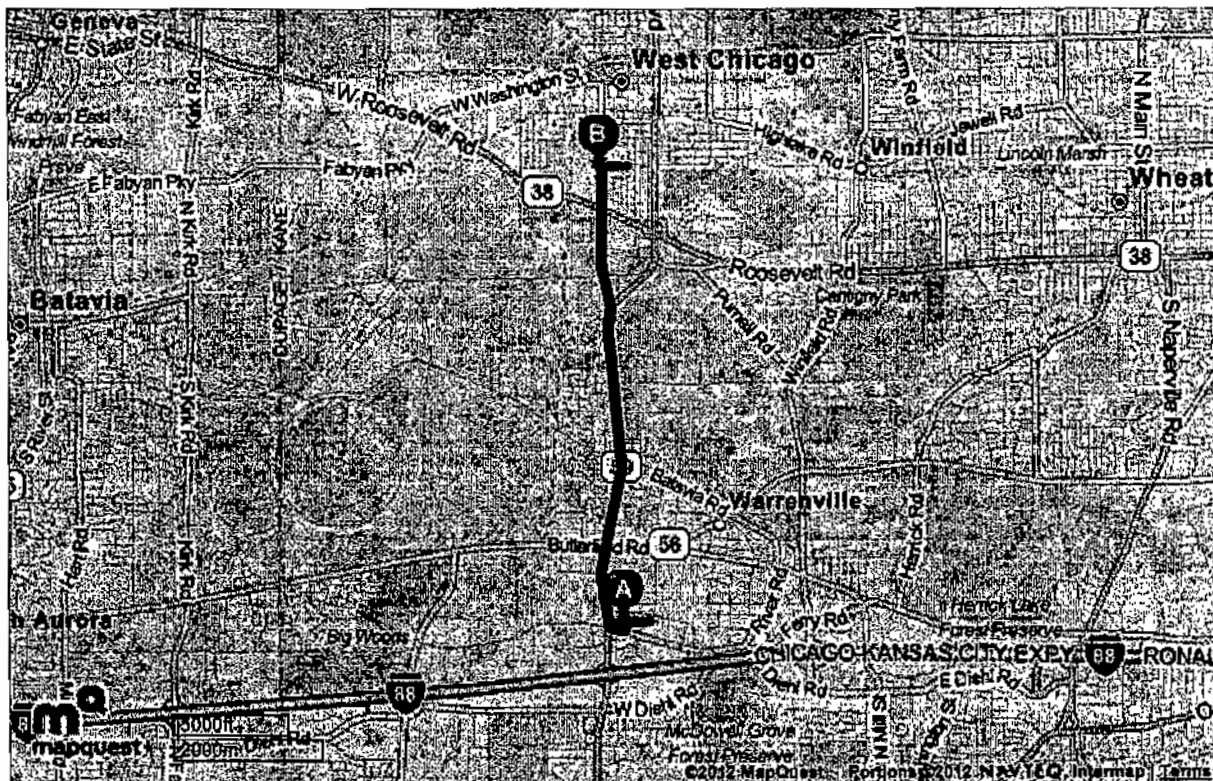
928 Joliet St

West Chicago, IL 60185-3725

4.47 miles / 8 minutes

Notes

West Chicago Terrace



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^q

Trip to:

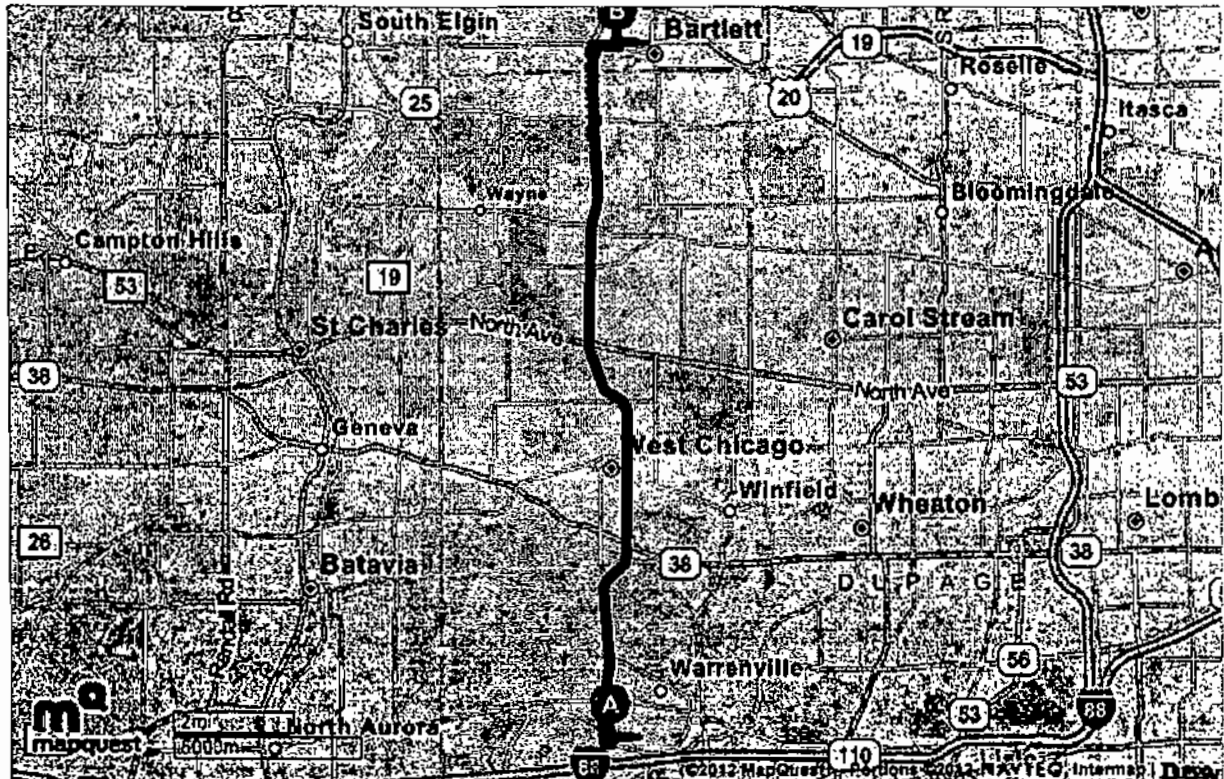
775 W Bartlett Rd

Bartlett, IL 60103-4482

14.06 miles / 23 minutes

Notes

Assisi Healthcare Center of Clare Oaks



mapquest m^q

Trip to:

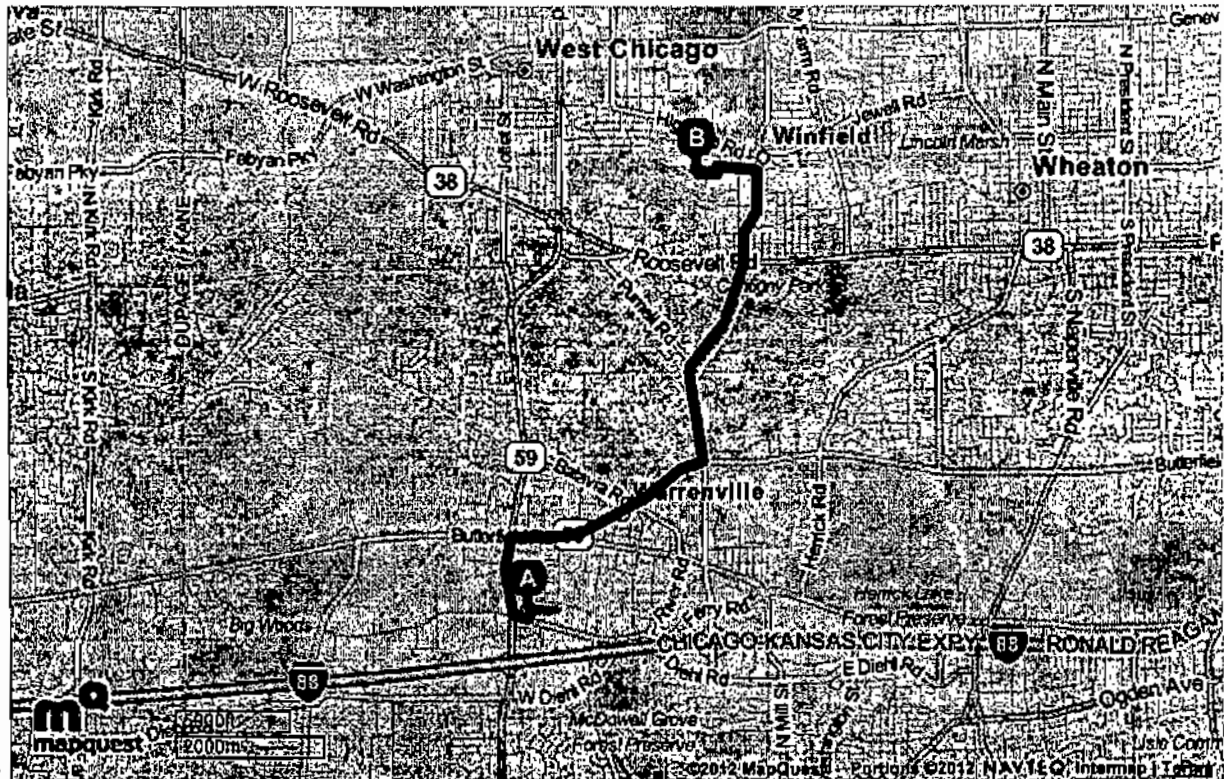
28w141 Liberty St

Winfield, IL 60190-1955

6.48 miles / 12 minutes

Notes

Winfield Woods



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^o

Trip to:

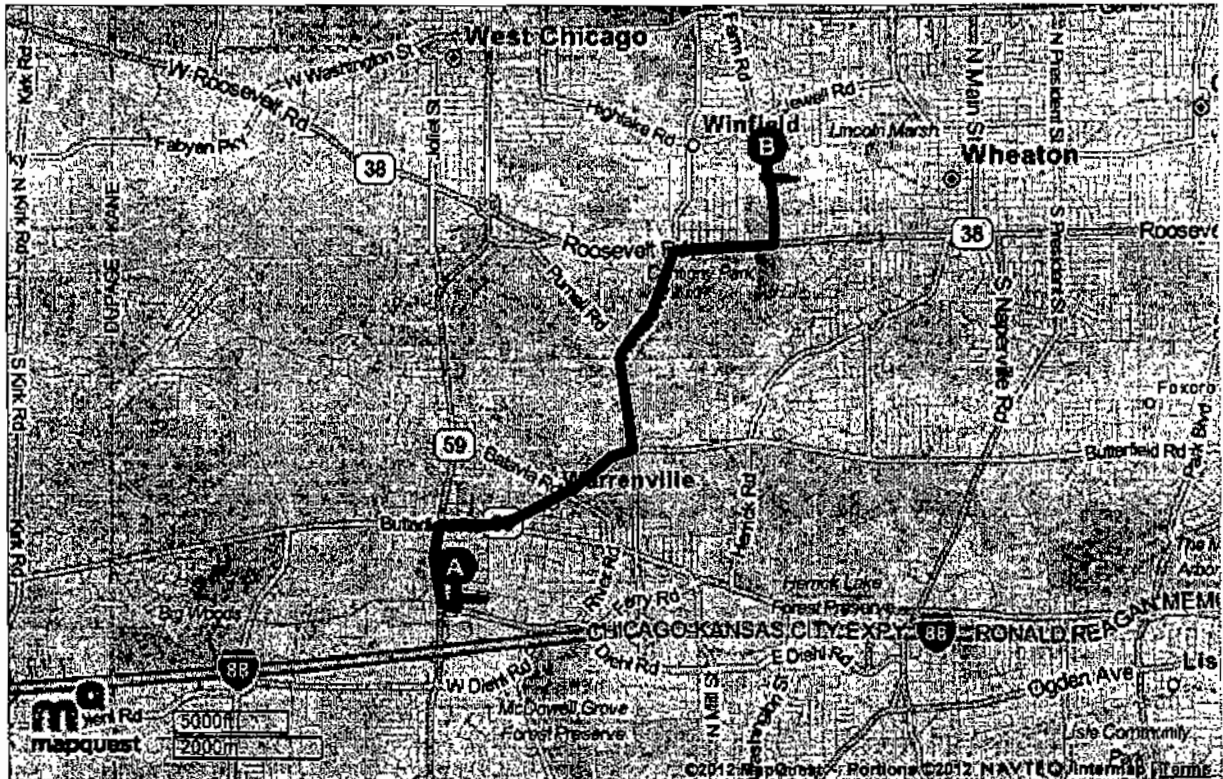
400 N County Farm Rd

Wheaton, IL 60187-3908

6.52 miles / 11 minutes

Notes

Dupage Convalescent Home



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^o

Trip to:

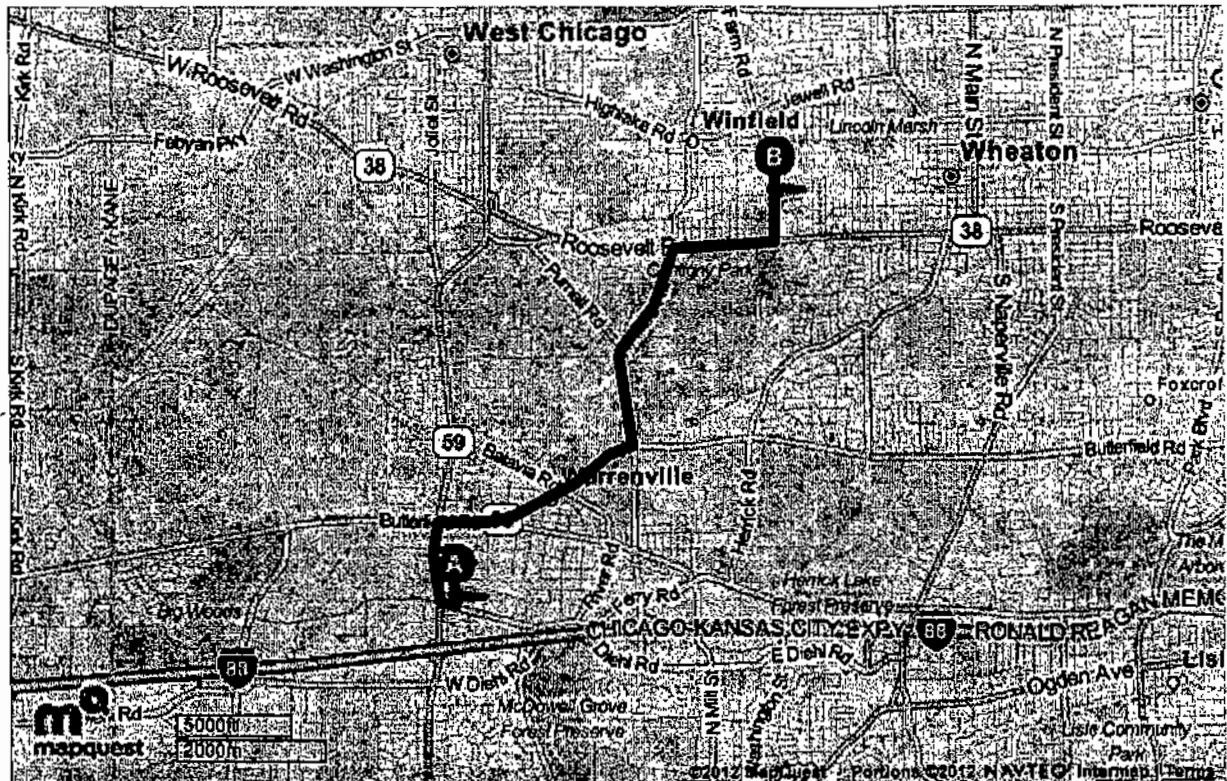
2180 Manchester Rd

Wheaton, IL 60187-4580

6.42 miles / 11 minutes

Notes

Wynscape



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^q

Trip to:

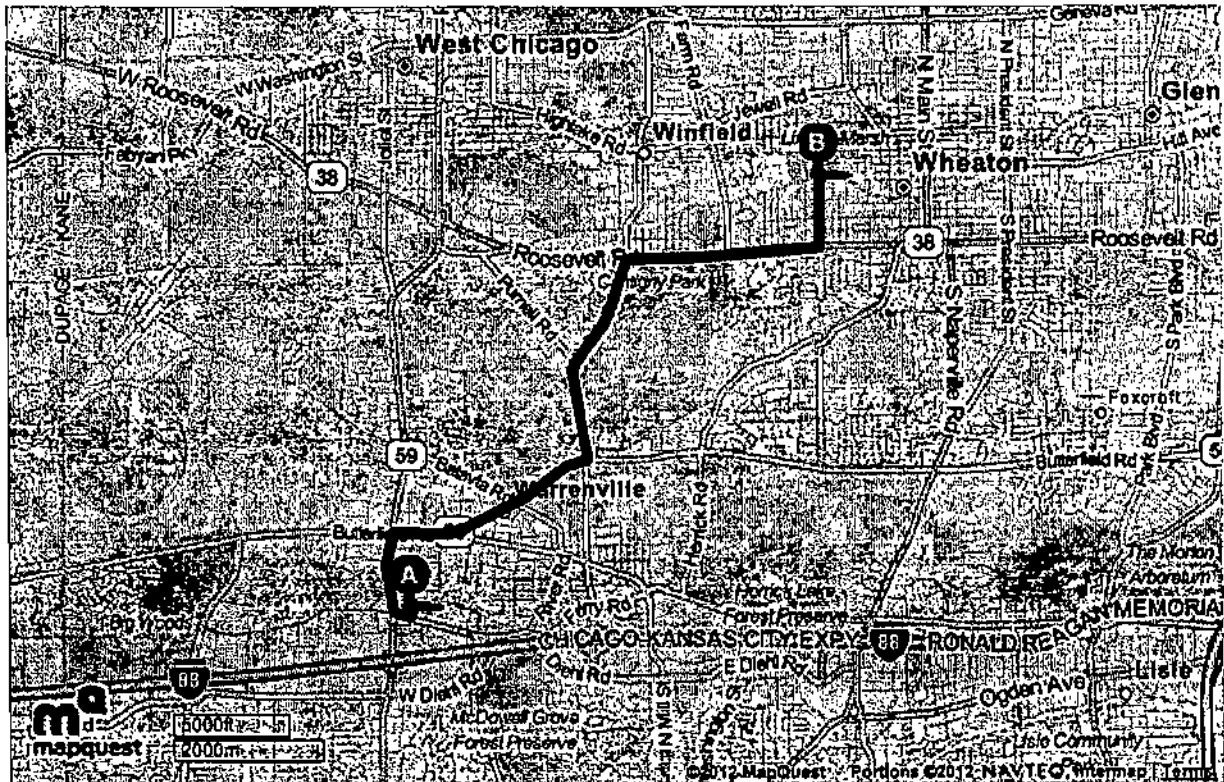
1325 Manchester Rd

Wheaton, IL 60187-4760

7.42 miles / 14 minutes

Notes

Wheaton Care Center



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^a

Trip to:

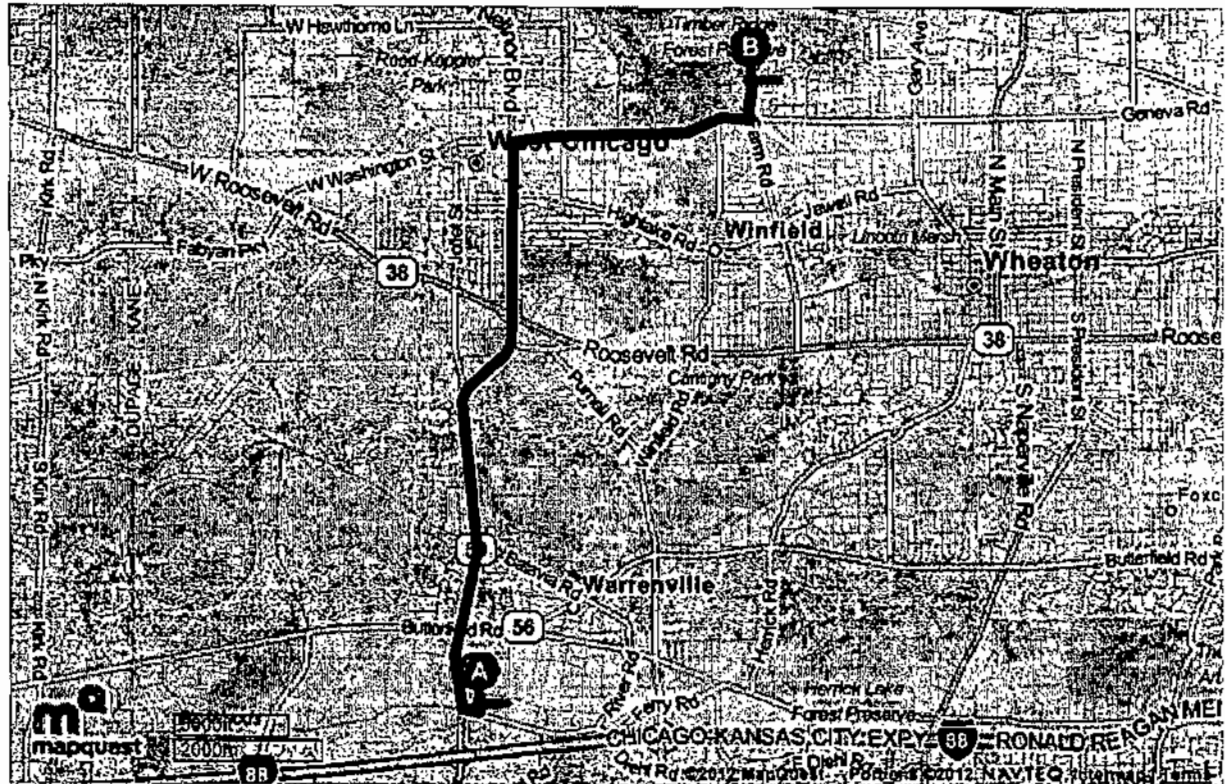
[1n300-1n399] County Farm Rd

West Chicago, IL 60185

8.22 miles / 14 minutes

Notes

Wood Glen Nursing & Rehab Center



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^o

Trip to:

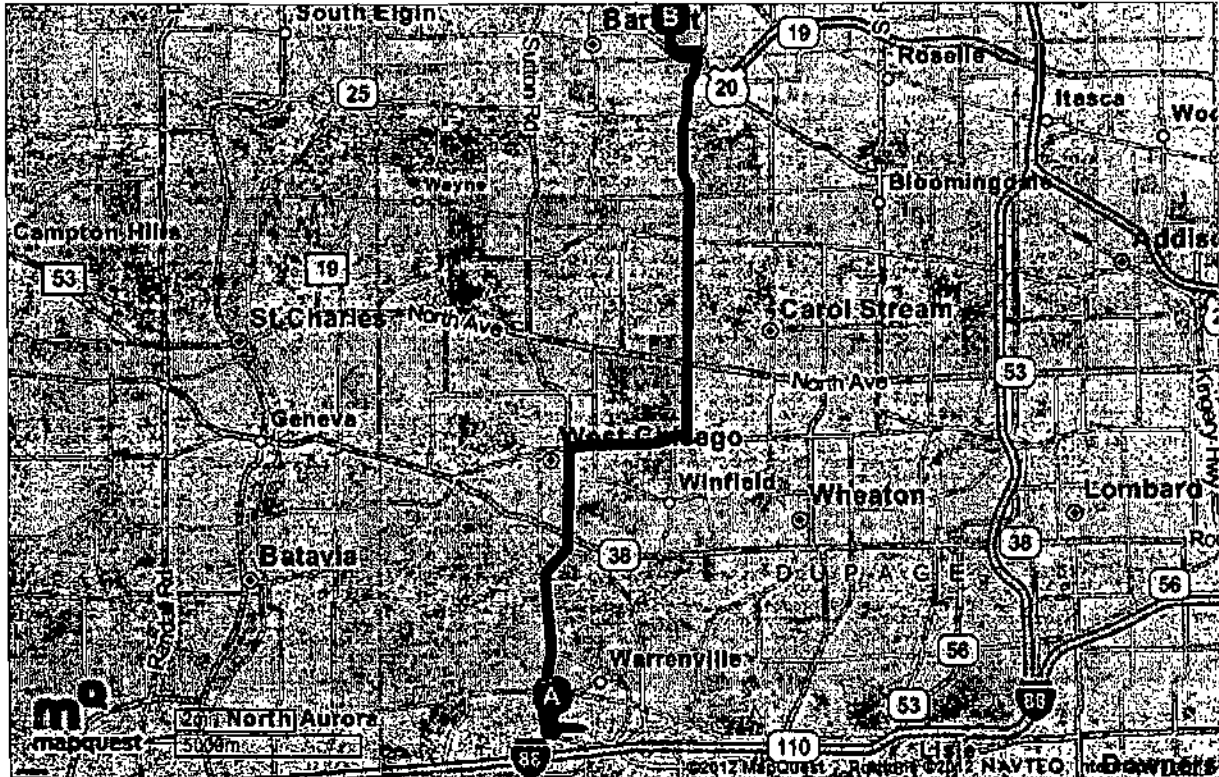
2016 W Lake St

Hanover Park, IL 60133-4302

15.45 miles / 27 minutes

Notes

Claremont-Hanover Park



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^a

Trip to:

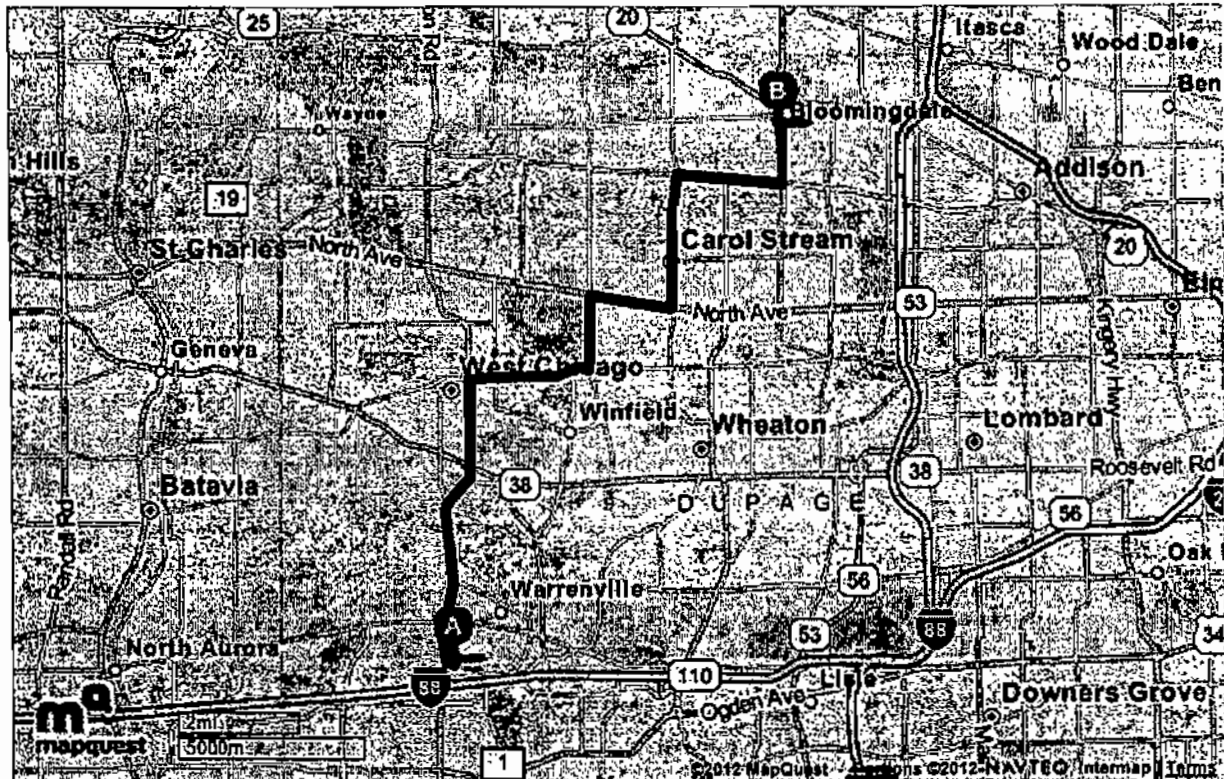
165 S Bloomingdale Rd

Bloomington, IL 60108-1434

16.28 miles / 27 minutes

Notes

Lexington Health Care Center - Bloomingdale



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^q

Trip to:

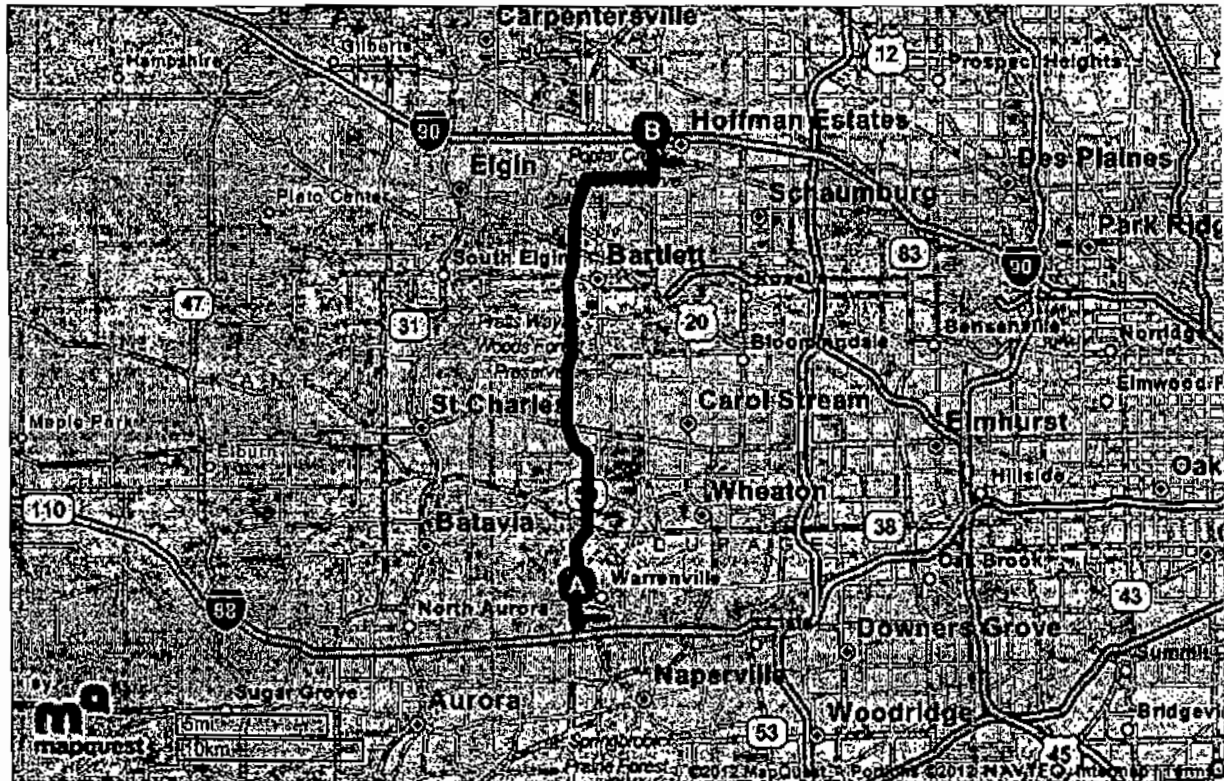
1545 Barrington Rd

Hoffman Estates, IL 60169-1018

20.13 miles / 31 minutes

Notes

Alden-Poplar Creek Rehab & Care



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^a

Trip to:

2400 S Finley Rd

Lombard, IL 60148-7029

10.99 miles / 17 minutes

Notes

Beacon Hill



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^q

Trip to:

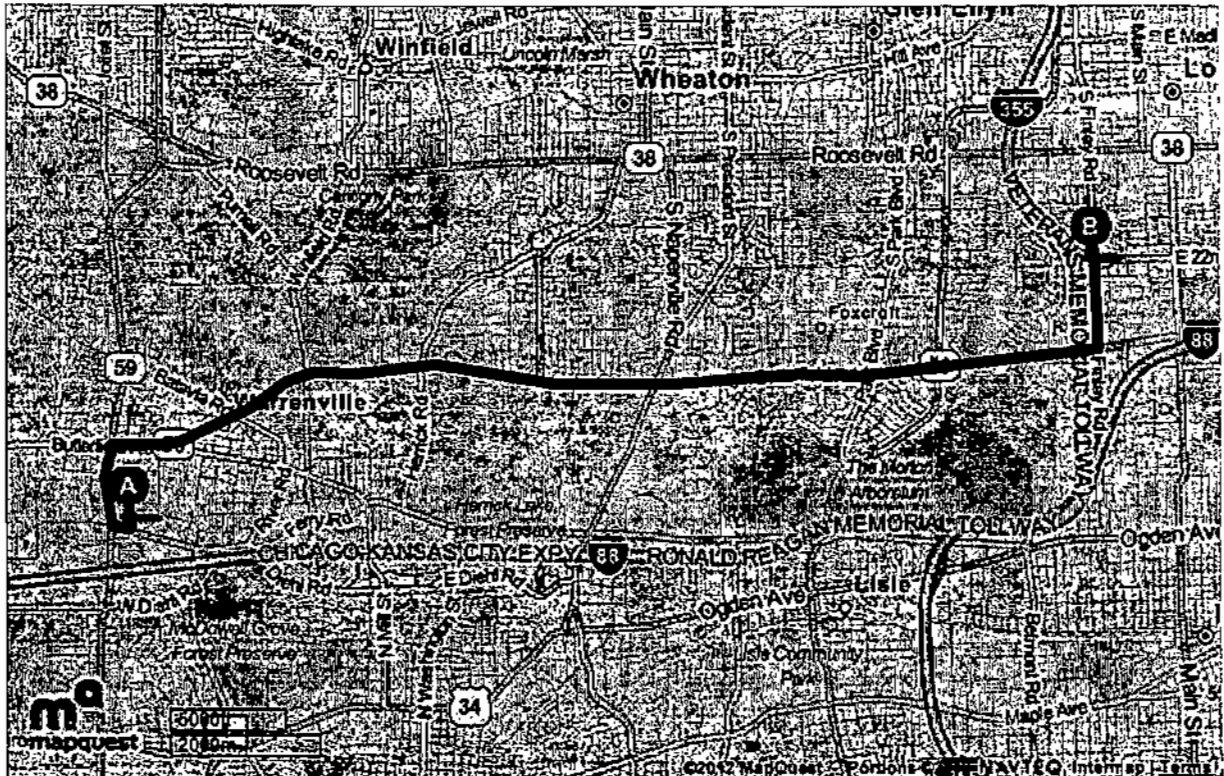
2100 S Finley Rd

Lombard, IL 60148-4830

11.36 miles / 18 minutes

Notes

Lexington Health Care Center - Lombard



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^q

Trip to:

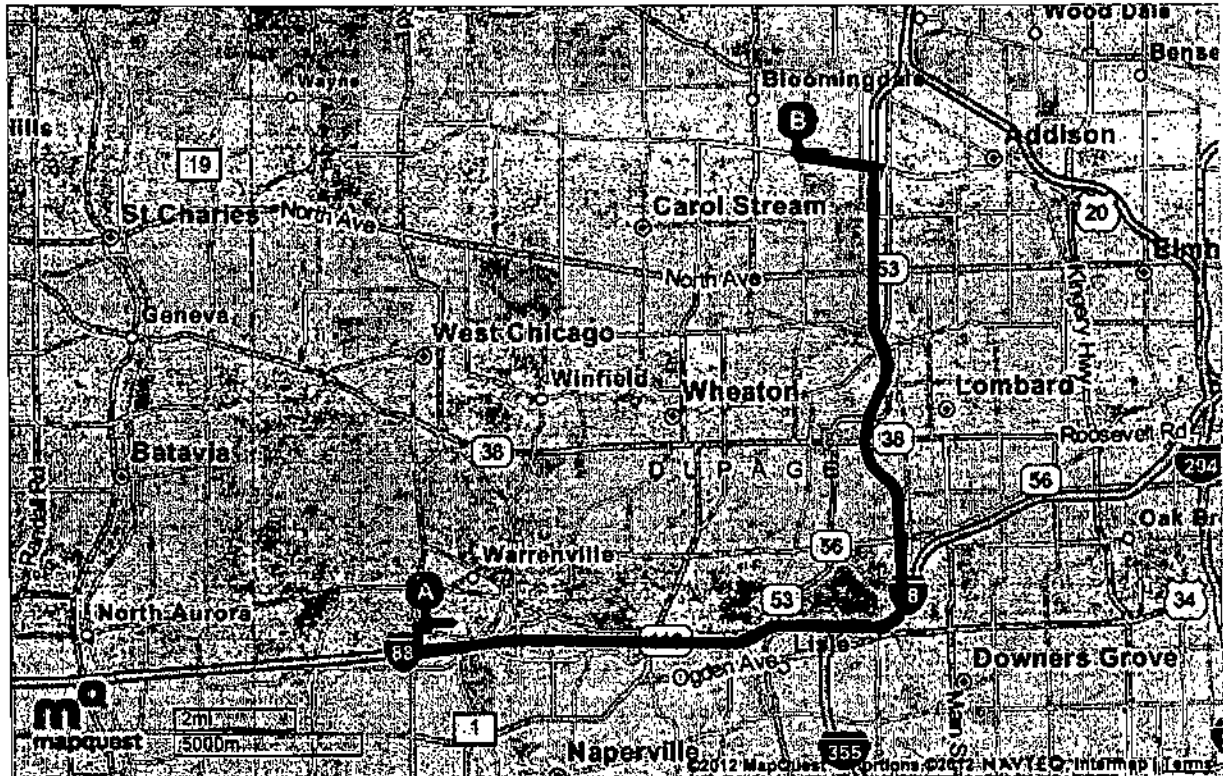
275 E Army Trail Rd

Bloomington, IL 60108-2135

20.11 miles / 27 minutes

Notes

Alden-Valley Ridge Rehab & Care



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^q

Trip to:

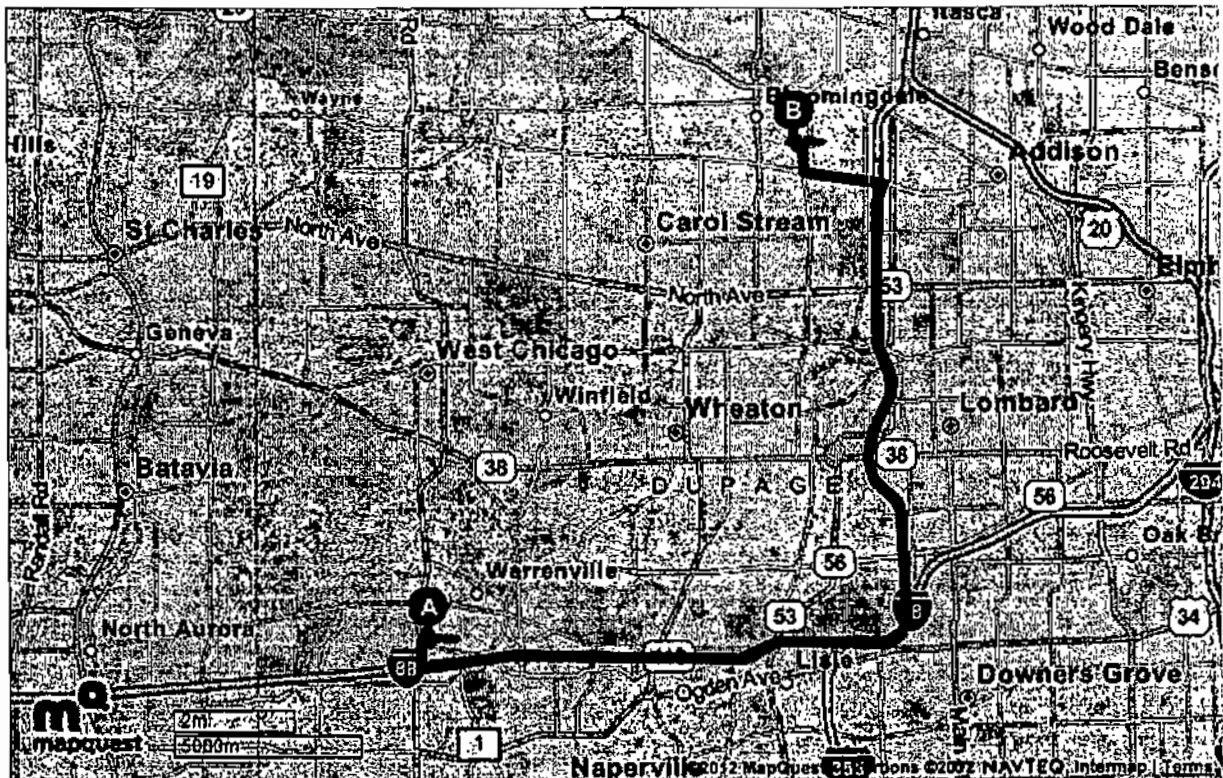
311 Edgewater Dr

Bloomington, IL 60108-1979

20.71 miles / 29 minutes

Notes

West Suburban Nursing & Rehab Center



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^q

Trip to:

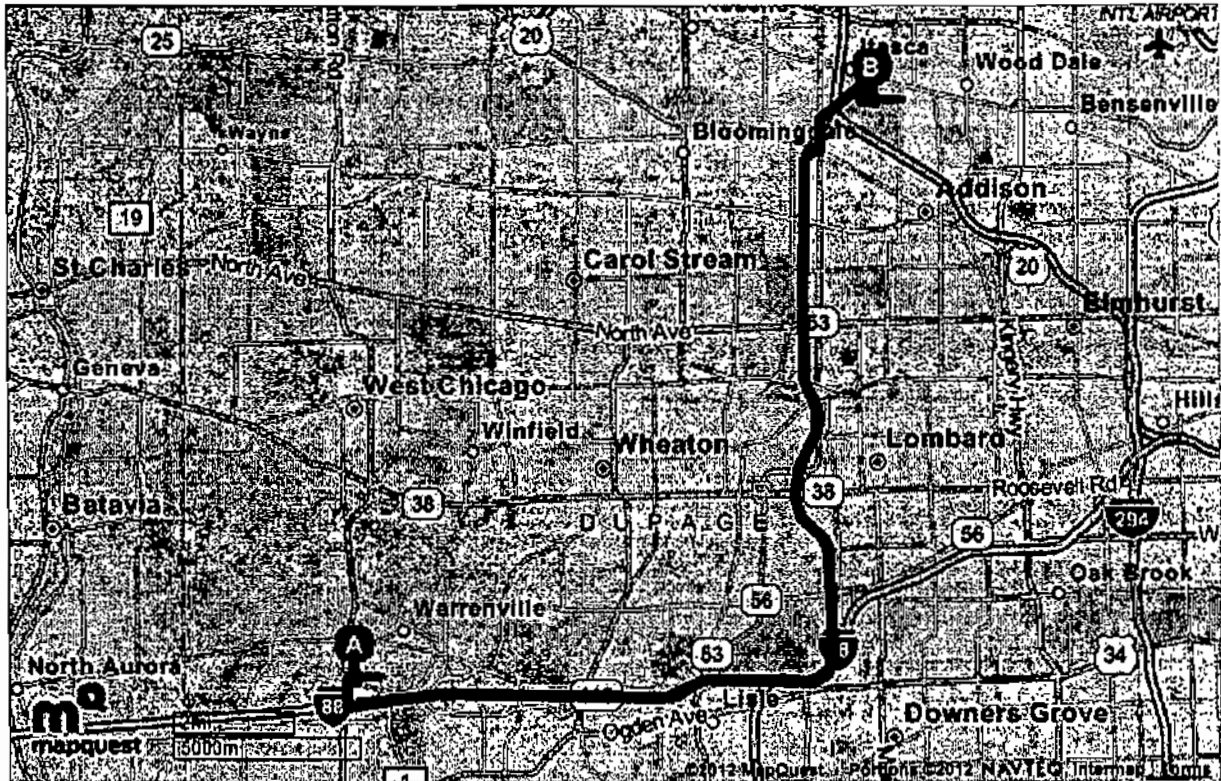
535 S Elm St

Itasca, IL 60143-2187

22.17 miles / 32 minutes

Notes

Forest View Rehab & Nursing Center



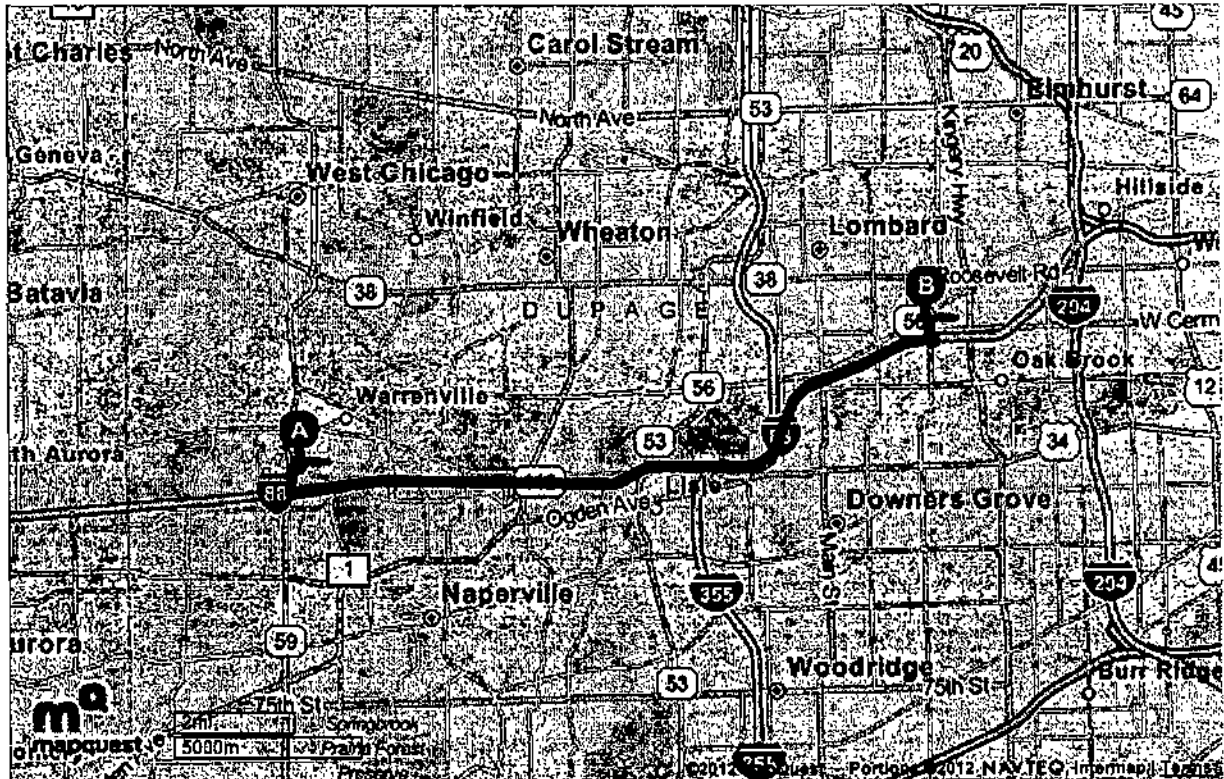
©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^q

Trip to:
2013 Midwest Rd
Oak Brook, IL 60523-1312
14.48 miles / 20 minutes

Notes

Oak Brook Health Care Center



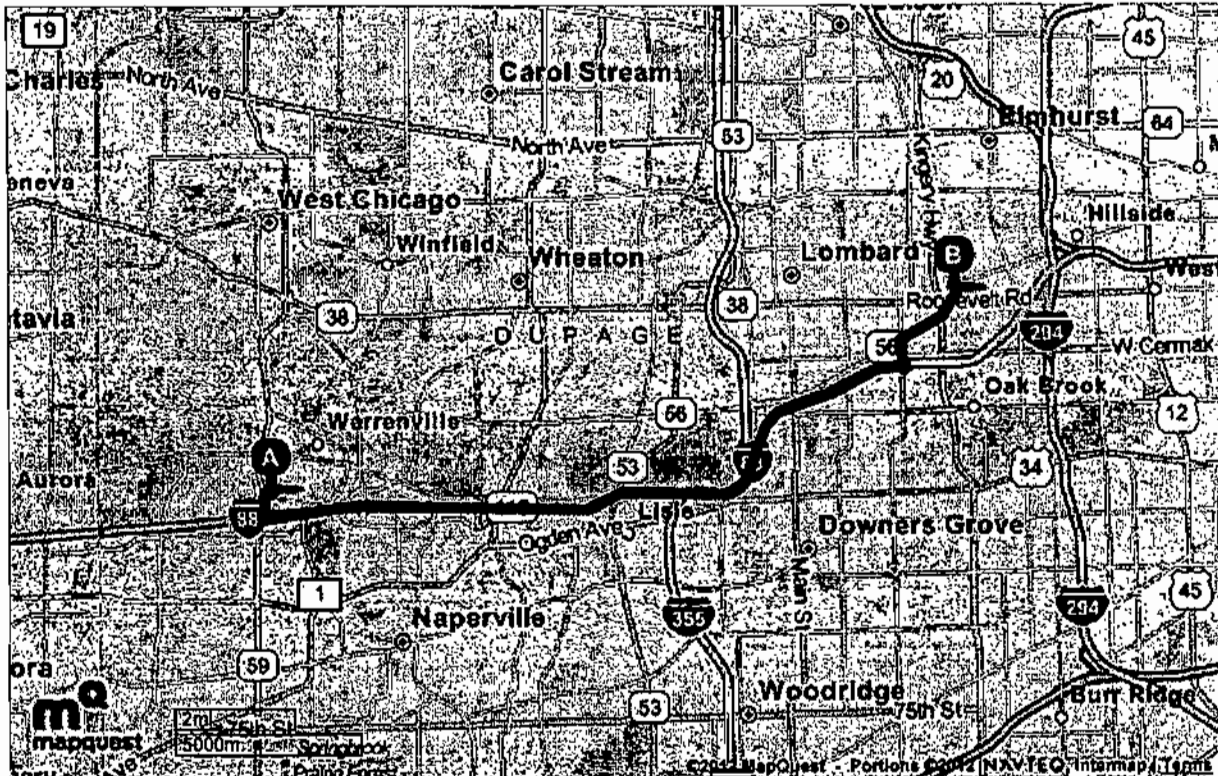
©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m

Trip to:
420 W Butterfield Rd
Elmhurst, IL 60126-4980
16.04 miles / 23 minutes

Notes

Lexington of Elmhurst



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^q

Trip to:

1050 S Euclid Ave

Elmhurst, IL 60126-5164

18.00 miles / 24 minutes

Notes

Park Place Christian Community



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^q

Trip to:

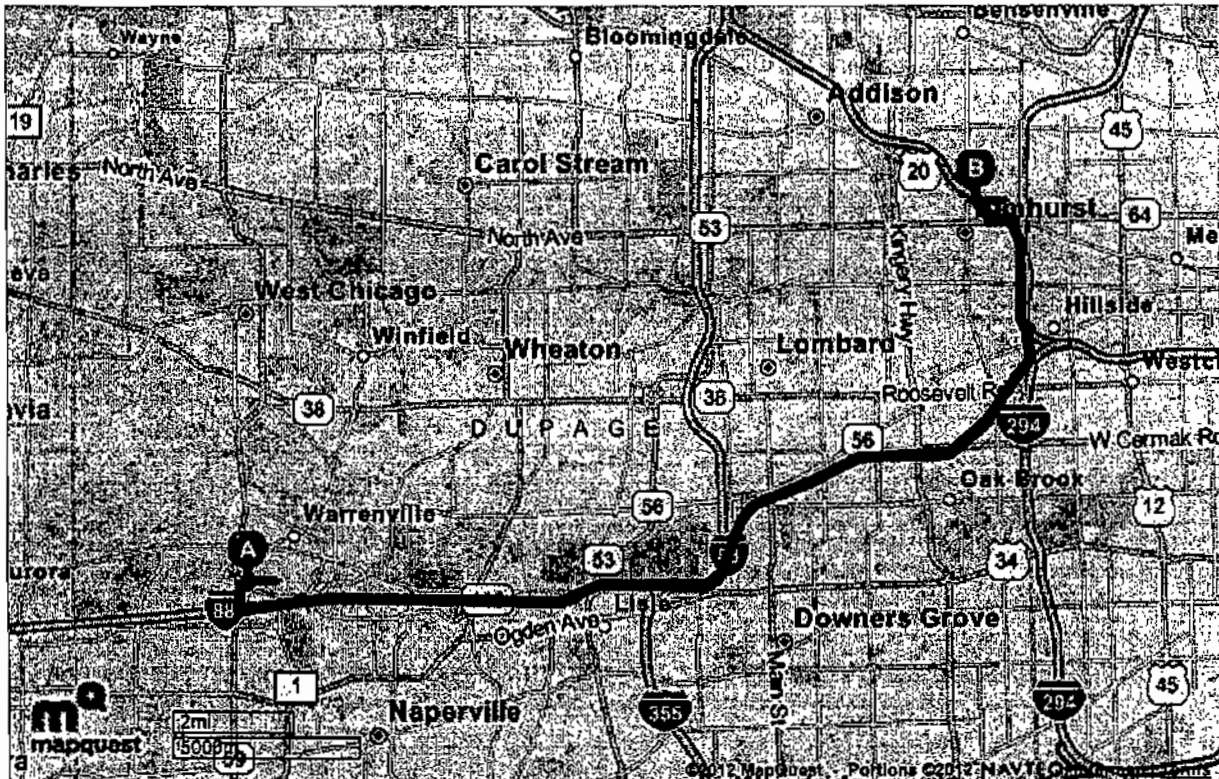
200 E Lake St

Elmhurst, IL 60126-2013

21.57 miles / 29 minutes

Notes

Elmhurst Extended Care Center



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^a

Trip to:

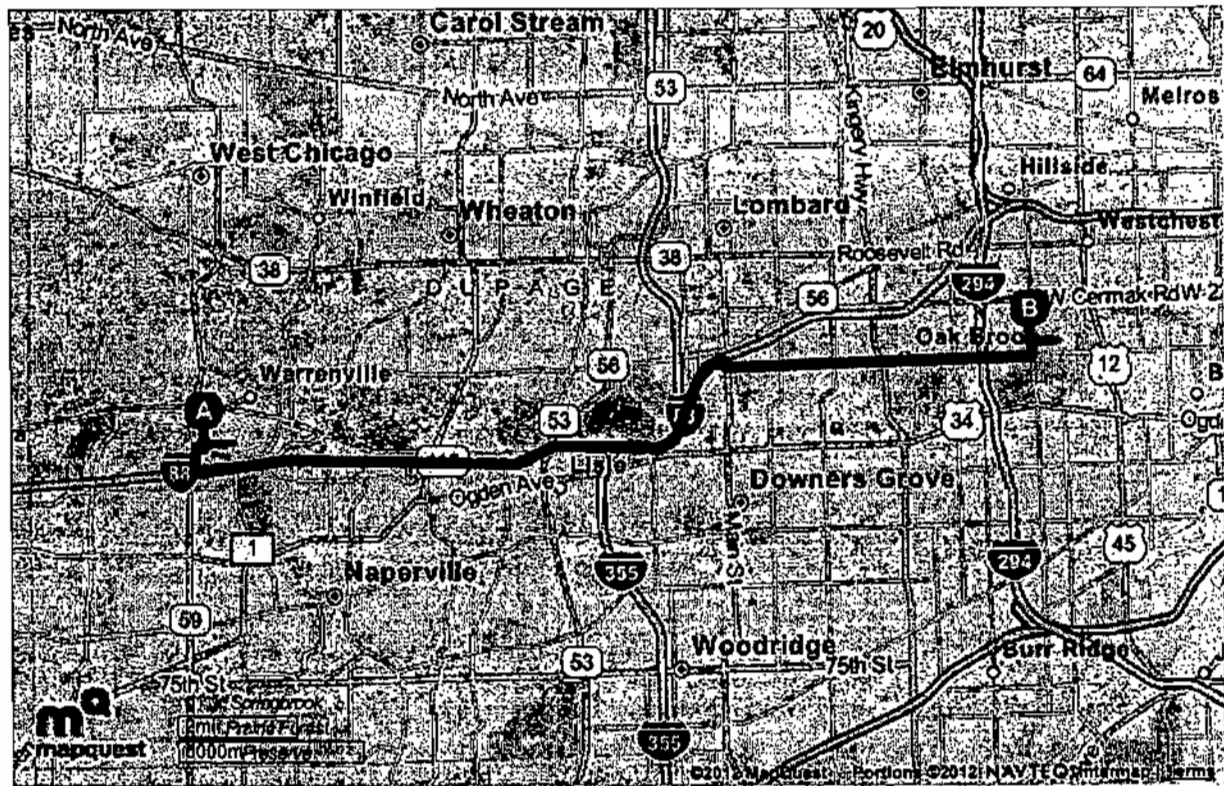
2901 Wolf Rd

Westchester, IL 60154-5623

17.67 miles / 26 minutes

Notes

Westchester Health & Rehab



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^a

Trip to:

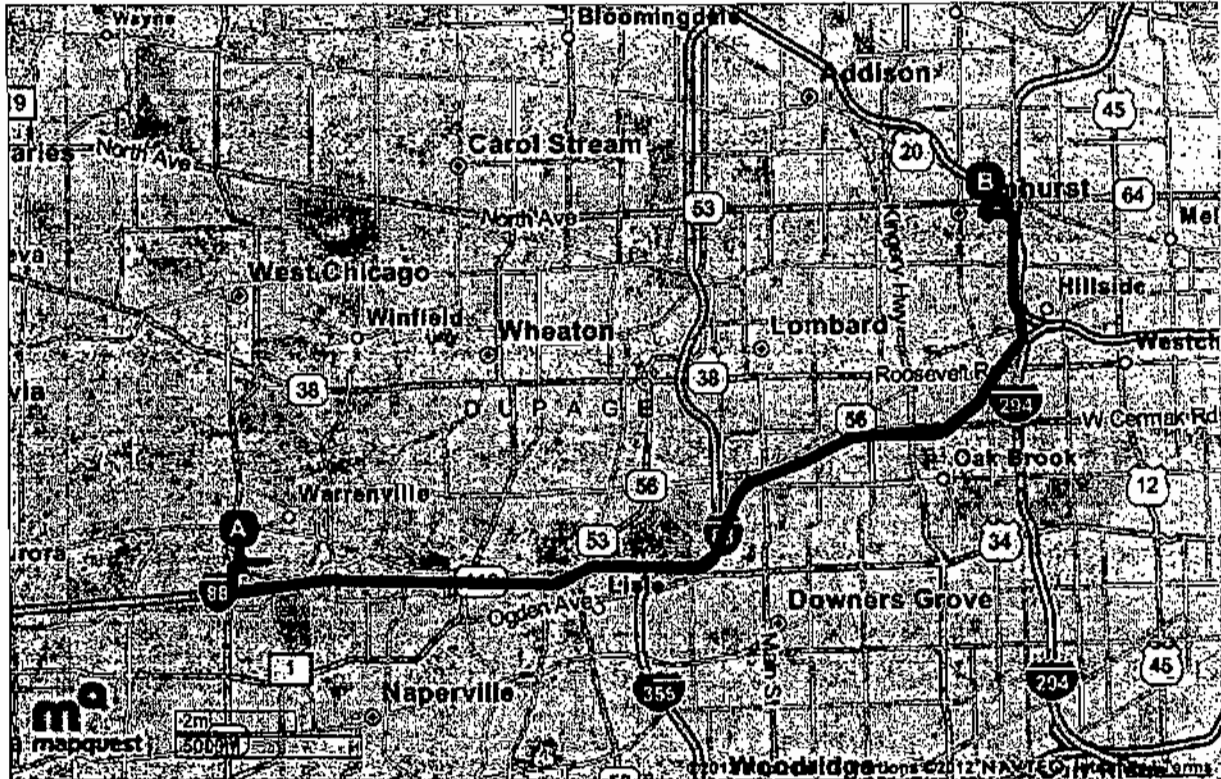
200 N Berteau Ave

Elmhurst, IL 60126-2966

21.28 miles / 29 minutes

Notes

Elmhurst Memorial Hospital



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^q

Trip to:

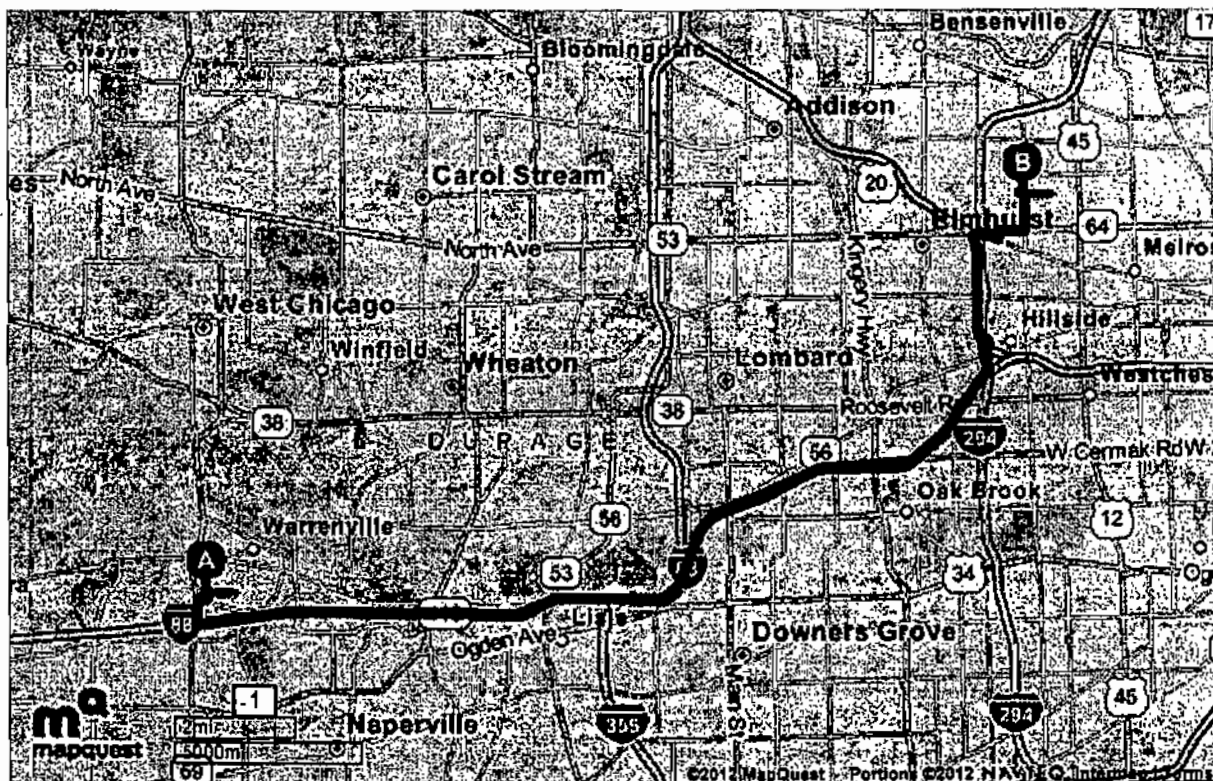
480 N Wolf Rd

Northlake, IL 60164-1650

22.09 miles / 31 minutes

Notes

Villa Scalabrini Nursing & Rehab



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^a

Trip to:

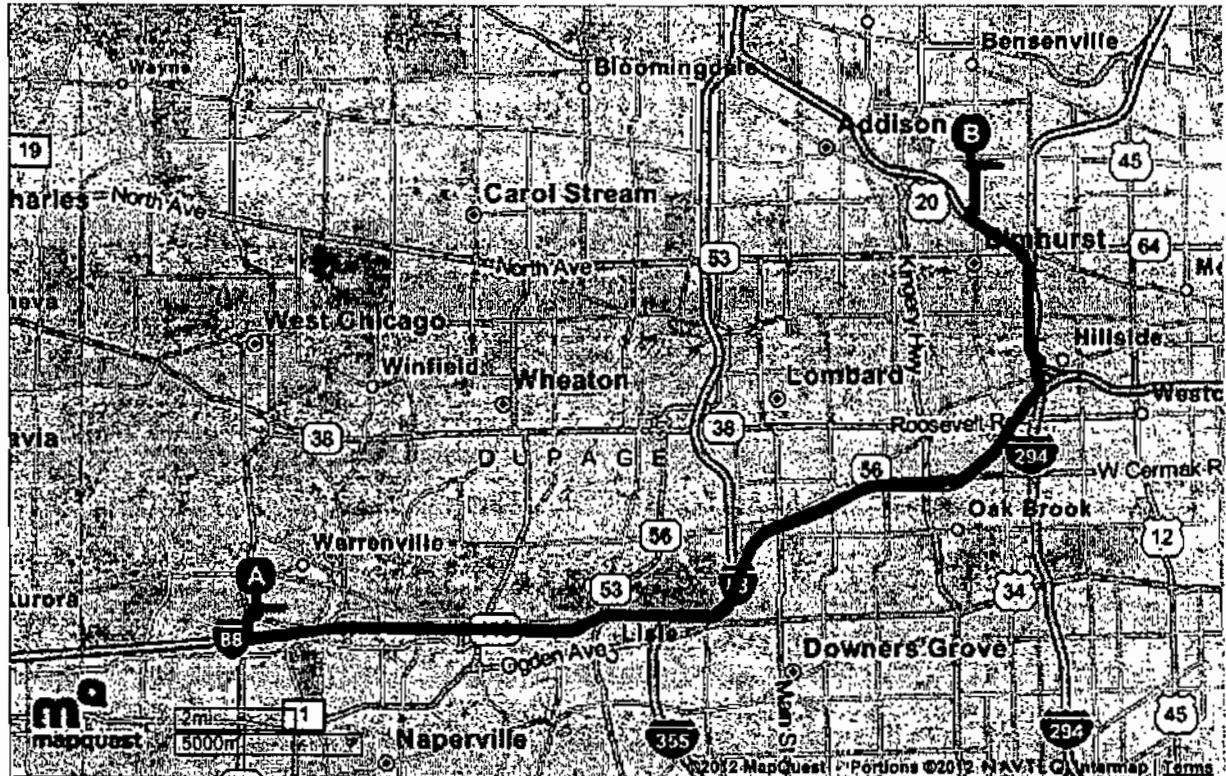
127 W Diversey Ave

Elmhurst, IL 60126-1101

22.65 miles / 30 minutes

Notes

Elm Brook HealthCare & Rehabilitation Centre



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^a

Trip to:

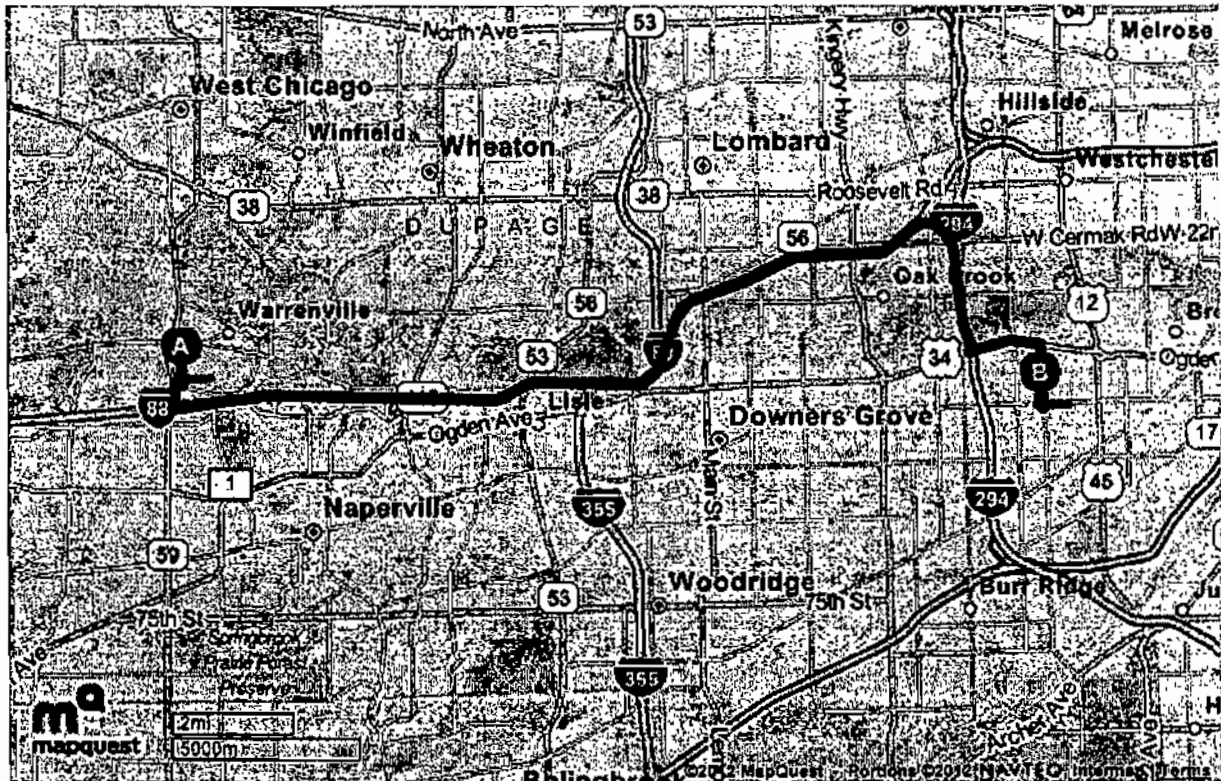
4735 Willow Springs Rd

La Grange, IL 60525-6130

21.62 miles / 31 minutes

Notes

Lexington of Lagrange



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^q

Trip to:

315 N la Grange Rd

La Grange Park, IL 60526-1903

21.64 miles / 31 minutes

Notes

Plymouth Place



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^q

Trip to:

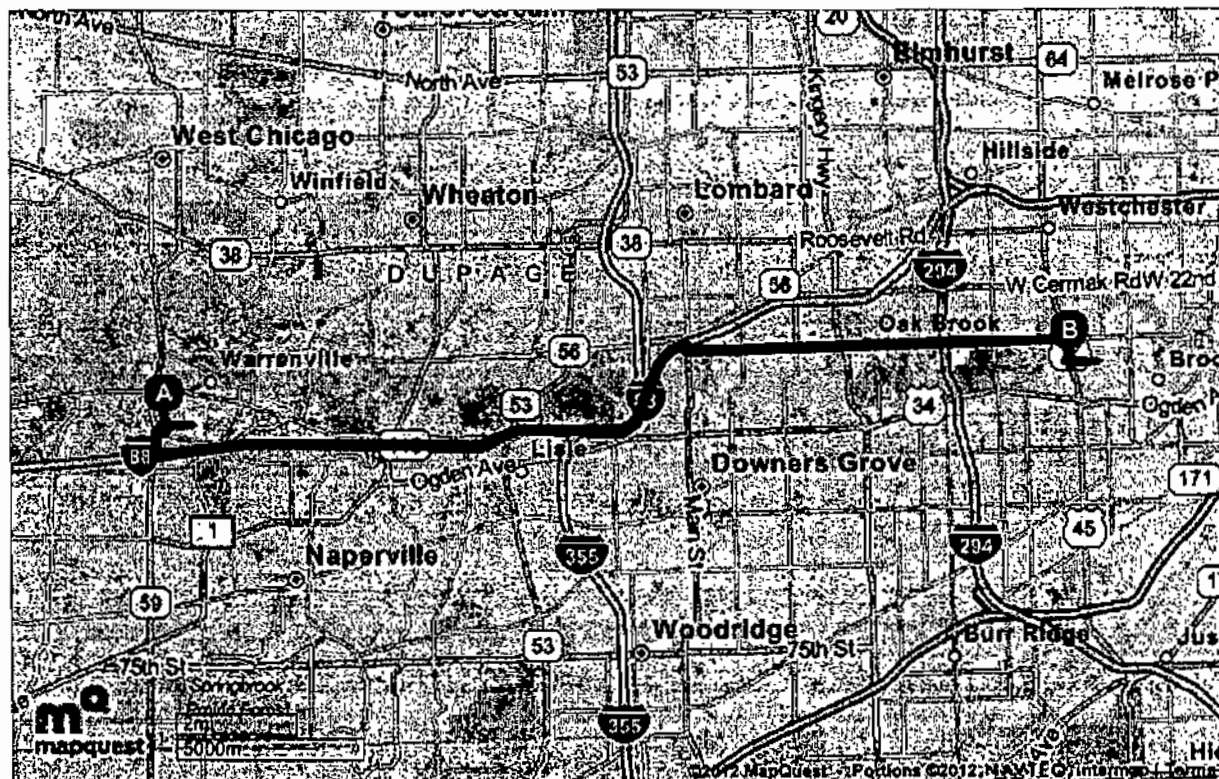
701 N la Grange Rd

La Grange Park, IL 60526-1520

19.34 miles / 30 minutes

Notes

The Grove of LaGrange Park



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^a

Trip to:

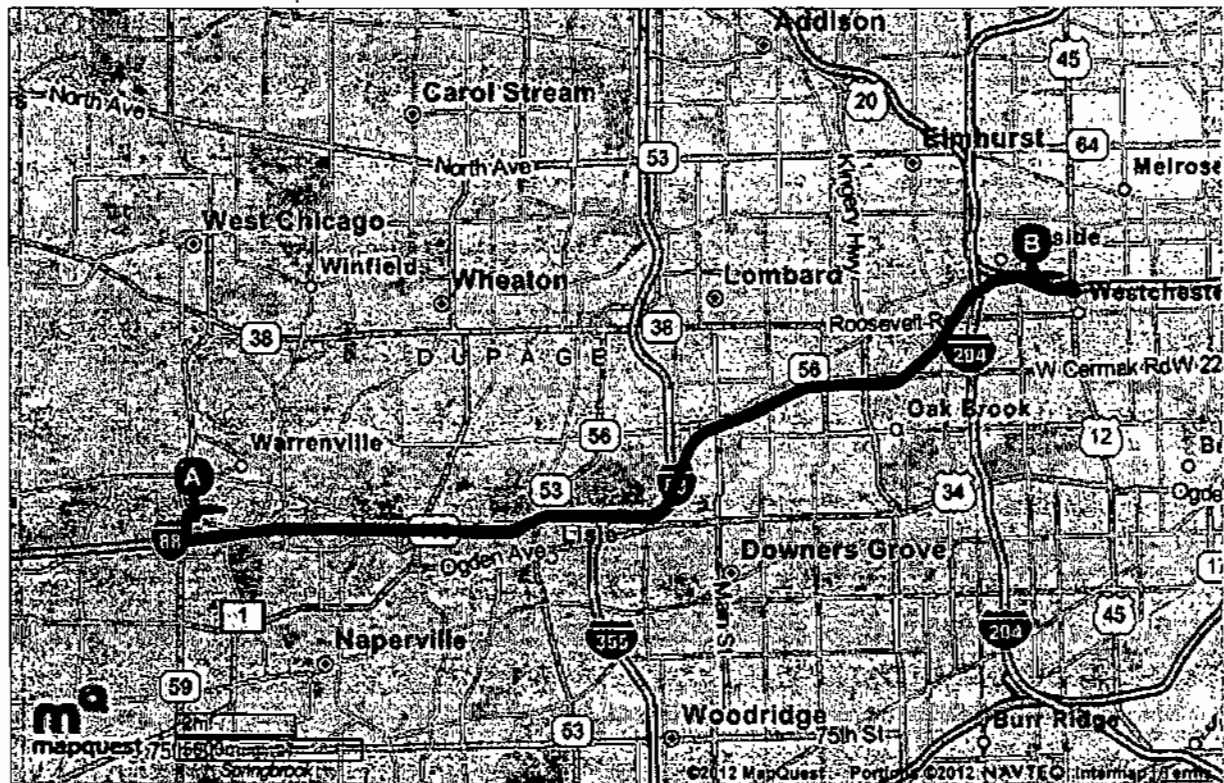
4600 Frontage Rd

Hillside, IL 60162-1761

20.43 miles / 28 minutes

Notes

The Renaissance at Hillside



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^q

Trip to:

8200 Roosevelt Rd
Forest Park, IL 60130-2528
22.80 miles / 31 minutes

Notes

Berkshire Nursing & Rehabilitation Center



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

mapquest m^q

Trip to:

520 S Maple Ave

Oak Park, IL 60304-1022

23.94 miles / 32 minutes

Notes

Rush Oak Park Hospital



©2011 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)