

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR CHANGE OF OWNERSHIP EXEMPTION

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.**Facility/Project Identification**

Facility Name: Aurora Chicago Lakeshore Hospital		
Street Address: 4840 North Marine Drive		
City and Zip Code: Chicago, Illinois 60640		
County: Cook	Health Service Area: 6	Health Planning Area: A-01

Legislators

State Senator Name: Mike Simmons
State Representative Name: Gregory Harris

Applicant(s) [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name: Signature Healthcare Services, LLC
Street Address: 1450 West Long Lake Road, Suite 340
City and Zip Code: Troy, Michigan 48098
Name of Registered Agent: Northwest Registered Agent Service
Registered Agent Street Address: 2501 Chatham Road, Suite N
Registered Agent City and Zip Code: Springfield, Illinois 62704
Name of Chief Executive Officer: Patrick Moallemian, MA, MBA
CEO Street Address: 4840 North Marine Drive
CEO City and Zip Code: Chicago, Illinois 60640
CEO Telephone Number: 773-878-9700

Type of Ownership of Applicants

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Other	<input type="checkbox"/>

- Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
- Partnerships must provide the name of the state in which they are 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]

Name: Charles Sheets
Title: Attorney
Company Name: Polsinelli PC
Address: 150 North Riverside Plaza, Suite 3000, Chicago, Illinois 60606
Telephone Number: 312-873-3605
E-mail Address: csheets@polsinelli.com
Fax Number:

Facility/Project Identification

Facility Name: Aurora Chicago Lakeshore Hospital			
Street Address: 4840 North Marine Drive			
City and Zip Code: Chicago, Illinois 60640			
County: Cook	Health Service Area: 6	Health Planning Area: A-01	

Legislators

State Senator Name: Mike Simmons
State Representative Name: Gregory Harris

Applicant(s) [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name: Aurora Chicago Lakeshore Hospital, LLC d/b/a Aurora Chicago Lakeshore Hospital
Street Address: 4840 North Marine Drive
City and Zip Code: Chicago, Illinois 60640
Name of Registered Agent: Northwest Registered Agent Service
Registered Agent Street Address: 2501 Chatham Road, Suite N
Registered Agent City and Zip Code: Springfield, Illinois 62704
Name of Chief Executive Officer: Patrick Moallemian, MA, MBA
CEO Street Address: 4840 North Marine Drive
CEO City and Zip Code: Chicago, Illinois 60640
CEO Telephone Number: 773-878-9700

Type of Ownership of Applicants

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Other	

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Telephone Number: 312-873-3605
E-mail Address: csheets@polsinelli.com
Fax Number:

Facility/Project Identification

Facility Name: Aurora Chicago Lakeshore Hospital		
Street Address: 4840 North Marine Drive		
City and Zip Code: Chicago, Illinois 60640		
County: Cook	Health Service Area: 6	Health Planning Area: A-01

Legislators

State Senator Name: Mike Simmons
State Representative Name: Gregory Harris

Applicant(s) [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name: Acadia Healthcare Company, Inc.
Street Address: 6100 Tower Circle, Suite 1000
City and Zip Code: Franklin, Tennessee 37067
Name of Registered Agent: The Corporation Trust Company
Registered Agent Street Address: Corporation Trust Center, 1209 Orange Street
Registered Agent City and Zip Code: Wilmington, Delaware 19801
Name of Chief Executive Officer: Debbie Osteen
CEO Street Address: 6100 Tower Circle, Suite 1000
CEO City and Zip Code: Franklin, Tennessee 37067
CEO Telephone Number: 615-861-6000

Type of Ownership of Applicants

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
<input checked="" type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Other	

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Title: Attorney
Company Name: Polsinelli PC
Address: 150 North Riverside Plaza, Suite 3000, Chicago, Illinois 60606
Telephone Number: 312-873-3605
E-mail Address: csheets@polsinelli.com
Fax Number:

Facility/Project Identification

Facility Name: Aurora Chicago Lakeshore Hospital		
Street Address: 4840 North Marine Drive		
City and Zip Code: Chicago, Illinois 60640		
County: Cook	Health Service Area: 6	Health Planning Area: A-01

Legislators

State Senator Name: Mike Simmons
State Representative Name: Gregory Harris

Applicant(s) [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name: Chicago BH Hospital, LLC
Street Address: 6100 Tower Circle, Suite 1000
City and Zip Code: Franklin, Tennessee 37067
Name of Registered Agent: CT Corporation System
Registered Agent Street Address: 208 South LaSalle Street, Suite 814
Registered Agent City and Zip Code: Chicago, Illinois 60604
Name of Chief Executive Officer: Debbie Osteen
CEO Street Address: 6100 Tower Circle, Suite 1000
CEO City and Zip Code: Franklin, Tennessee 37067
CEO Telephone Number: 615-861-6000

Type of Ownership of Applicants

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Other	

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

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Name: Charles Sheets
Title: Attorney
Company Name: Polsinelli PC
Address: 150 North Riverside Plaza, Suite 3000, Chicago, Illinois 60606
Telephone Number: 312-873-3605
E-mail Address: csheets@polsinelli.com
Fax Number:

Additional Contact [Person who is also authorized to discuss the Application]

Name: Keith Thompson
Title: Deputy General Counsel
Company Name: Acadia Healthcare Company, Inc.
Address: 6100 Tower Circle, Suite 1000, Franklin, Tennessee 37067
Telephone Number: 615-721-1286
E-mail Address: keith.thompson@acadiahealthcare.com
Fax Number:

Post Exemption Contact

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

Name: Charles Sheets
Title: Attorney
Company Name: Polsinelli PC
Address: 150 North Riverside Plaza, Suite 3000, Chicago, Illinois 60606
Telephone Number: 312-873-3605
E-mail Address: csheets@polsinelli.com
Fax Number:

Site Ownership after the Project is Complete

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Chicago BH Hospital, LLC
Address of Site Owner: 6100 Tower Circle, Suite 1000, Franklin, Tennessee 37067
Street Address or Legal Description of the Site: 4840 North Marine Drive, Chicago, Illinois 60640
Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statements, 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.

Current Operating Identity/Licensee

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

Exact Legal Name: Aurora Chicago Lakeshore Hospital, LLC d/b/a Aurora Chicago Lakeshore Hospital		
Address: 4840 North Marine Drive, Chicago, Illinois 60640		
<input type="checkbox"/> Non-profit Corporation <input type="checkbox"/> For-profit Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other	<input type="checkbox"/> Partnership <input type="checkbox"/> Governmental <input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/>

Operating Identity/Licensee after the Project is Complete

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

Exact Legal Name: Chicago BH Hospital, LLC	
Address: 6100 Tower Circle, Suite 1000, Franklin, Tennessee 37067	
<input type="checkbox"/> Non-profit Corporation <input type="checkbox"/> For-profit Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other	<input type="checkbox"/> Partnership <input type="checkbox"/> Governmental <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/>
<ul style="list-style-type: none"> ○ 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 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.

Narrative Description

In the space below, provide a brief narrative description of the change of ownership. 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.

Acadia Healthcare Company, Inc. ("Acadia"), Chicago BH Hospital, LLC ("Chicago BH Hospital"), Signature Healthcare Services, LLC ("Signature") and Aurora Chicago Lakeshore Hospital, LLC ("CLS") (collectively the "Applicants") propose a change of ownership of Aurora Chicago Lakeshore Hospital a 161-bed psychiatric hospital located at 4840 North Marine Drive, Chicago, Illinois (the "Hospital").

Chicago BH Hospital will acquire substantially all of the assets of the Hospital. As a result of the transaction, Chicago BH Hospital will become the operator and licensee of the Hospital. Acadia and Signature are applicants for this certificate of exemption ("COE") application, as they have ultimate control of Chicago BH Hospital and CLS, respectively.

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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Purchase Price: \$ _____ Fair Market Value: \$ _____

Project Status and Completion Schedules

Outstanding Permits: Does the facility have any projects for which the State Board issued a permit that is not complete? Yes ___ No X. If yes, indicate the projects by project number and whether the project will be complete when the exemption that is the subject of this application is complete.

Anticipated exemption completion date (refer to Part 1130.570): December 31, 2021, or as soon thereafter as all closing conditions have been satisfied.

State Agency Submittals

Are the following submittals up to date as applicable:

- ☐ Cancer Registry - NOT APPLICABLE
- ☐ APORS - NOT APPLICABLE
- ☒ All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
- ☐ All reports regarding outstanding permits – NOT APPLICABLE

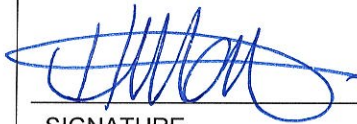
Failure to be up to date with these requirements will result in the Application being deemed incomplete.

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 Signature Healthcare Services, 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

Hana Attar, Esq.

PRINTED NAME

Vice President
Managing Counsel, Strategic Planning

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 6th day of August 2021


Signature of Notary

Seal



*Insert EXACT legal name of the Commission Expires Feb. 16, 2026

NANCY A HITCHCOCK
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
Acting in the County of Oakland

SIGNATURE

PRINTED NAME

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this _____ day of _____

Signature of Notary

Seal

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This Application for Permit is filed on the behalf of Signature Healthcare Services, 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

Hana Attar, Esq.

PRINTED NAME

Vice President
Managing Counsel, Strategic Planning

PRINTED TITLE

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

Signature of Notary

Seal

*Insert EXACT legal name of the applicant

SIGNATURE

Patricia M. McClure-Chessier

PRINTED NAME

Chief Executive Officer

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 4 day of August 2021

Signature of Notary

Seal

ULYSSES CORTES
Official Seal
Notary Public - State of Illinois
My Commission Expires Apr 10, 2023

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);
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- 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 Aurora Chicago Lakeshore Hospital, 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

PRINTED NAME

PRINTED TITLE

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

Signature of Notary

Seal

Patricia M. McClure-Chessier
SIGNATURE

Patricia M. McClure-Chessier
PRINTED NAME

Chief Executive Officer
PRINTED TITLE

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

Signature of Notary

Seal

*Insert EXACT legal name of the applicant

CERTIFICATION

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- 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);
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- 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 Acadia Healthcare Company, Inc * 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

Christopher L. Howard

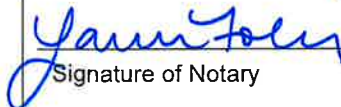
PRINTED NAME

Vice President and Secretary

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 29 day of July 2021



Signature of Notary

Seal



SIGNATURE

David Duckworth

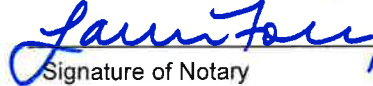
PRINTED NAME

Vice President and Treasurer

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 29 day of July 2021



Signature of Notary

Seal

*Insert EXACT legal name of the applicant



CERTIFICATION

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

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- in the case of a sole proprietor, the individual that is the proprietor.

This Application for Permit is filed on the behalf of Chicago BH Hospital, 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

Christopher L. Howard

PRINTED NAME

Vice President and Secretary

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 10 day of August 2021

Signature of Notary

Seal



*Insert EXACT legal name of the applicant



SIGNATURE

David Duckworth

PRINTED NAME

Vice President and Treasurer

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 4 day of August 2021

Signature of Notary

Seal



SECTION II. BACKGROUND.**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 listing of all health care facilities currently owned and/or operated in Illinois, by any corporate officers or directors, LLC members, partners, or owners of at least 5% of the proposed health care facility.
3. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant, directly or indirectly, during the three years prior to the filing of the application. Please provide information for each applicant, including corporate officers or directors, LLC members, partners and owners of at least 5% of the proposed facility. A health care facility is considered owned or operated by every person or entity that owns, directly or indirectly, an ownership interest.
4. 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.**
5. If, during a given calendar year, an applicant submits more than one Application, 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 that the information was 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 5, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-4) MUST BE IDENTIFIED IN ATTACHMENT 5.

SECTION III. CHANGE OF OWNERSHIP (CHOW)**Transaction Type. Check the Following that Applies to the Transaction:**

- ☐ Purchase resulting in the issuance of a license to an entity different from current licensee.
- ☐ Lease resulting in the issuance of a license to an entity different from current licensee.
- ☐ Stock transfer resulting in the issuance of a license to a different entity from current licensee.
- ☐ Stock transfer resulting in no change from current licensee.
- ☒ Assignment or transfer of assets resulting in the issuance of a license to an entity different from the current licensee.
- ☐ Assignment or transfer of assets not resulting in the issuance of a license to an entity different from the current licensee.
- ☐ Change in membership or sponsorship of a not-for-profit corporation that is the licensed entity.
- ☐ Change of 50% or more of the voting members of a not-for-profit corporation's board of directors that controls a health care facility's operations, license, certification or physical plant and assets.
- ☐ Change in the sponsorship or control of the person who is licensed, certified or owns the physical plant and assets of a governmental health care facility.
- ☐ Sale or transfer of the physical plant and related assets of a health care facility not resulting in a change of current licensee.
- ☐ Change of ownership among related persons resulting in a license being issued to an entity different from the current licensee
- ☐ Change of ownership among related persons that does not result in a license being issued to an entity different from the current licensee.
- ☐ Any other transaction that results in a person obtaining control of a health care facility's operation or physical plant and assets and explain in "Narrative Description."

1130.520 Requirements for Exemptions Involving the Change of Ownership of a Health Care Facility

1. Prior to acquiring or entering into a contract to acquire an existing health care facility, a person shall submit an application for exemption to HFSRB, submit the required application-processing fee (see Section 1130.230) and receive approval from HFSRB.
2. If the transaction is not completed according to the key terms submitted in the exemption application, a new application is required.
3. READ the applicable review criteria outlined below and **submit the required documentation (key terms) for the criteria:**

APPLICABLE REVIEW CRITERIA	CHOW
1130.520(b)(1)(A) - Names of the parties	X
1130.520(b)(1)(B) - Background of the parties, which shall include proof that the applicant is fit, willing, able, and has the qualifications, background and character to adequately provide a proper standard of health service for the community by certifying that no adverse action has been taken against the applicant by the federal government, licensing or certifying bodies, or any other agency of the State of Illinois against any health care facility owned or operated by the applicant, directly or indirectly, within three years preceding the filing of the application.	X
1130.520(b)(1)(C) - Structure of the transaction	X
1130.520(b)(1)(D) - Name of the person who will be licensed or certified entity after the transaction	
1130.520(b)(1)(E) - List of the ownership or membership interests in such licensed or certified entity both prior to and after the transaction, including a description of the applicant's organizational structure with a listing of controlling or subsidiary persons.	X
1130.520(b)(1)(F) - Fair market value of assets to be transferred.	X
1130.520(b)(1)(G) - The purchase price or other forms of consideration to be provided for those assets. [20 ILCS 3960/8.5(a)]	X
1130.520(b)(2) - Affirmation that any projects for which permits have been issued have been completed or will be completed or altered in accordance with the provisions of this Section	X
1130.520(b)(3) - If the ownership change is for a hospital, affirmation that the facility will not adopt a more restrictive charity care policy than the policy that was in effect one year prior to the transaction. The hospital must provide affirmation that the compliant charity care policy will remain in effect for a two-year period following the change of ownership transaction	X

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 04/2021 Edition

APPLICABLE REVIEW CRITERIA	CHOW
1130.520(b)(4) - A statement as to the anticipated benefits of the proposed changes in ownership to the community	X
1130.520(b)(5) - The anticipated or potential cost savings, if any, that will result for the community and the facility because of the change in ownership;	X
1130.520(b)(6) - A description of the facility's quality improvement program mechanism that will be utilized to assure quality control;	X
1130.520(b)(7) - A description of the selection process that the acquiring entity will use to select the facility's governing body;	X
1130.520(b)(9)- A description or summary of any proposed changes to the scope of services or levels of care currently provided at the facility that are anticipated to occur within 24 months after acquisition.	X
APPEND DOCUMENTATION AS ATTACHMENT 6, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

SECTION IV.CHARITY CARE INFORMATION

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 7.

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

APPEND DOCUMENTATION AS ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Section I, Identification, General Information, and Certification
Applicants

Certificates of Good Standing for Signature Healthcare Services, LLC; Aurora Chicago Lakeshore Hospital, LLC; Acadia Healthcare Company, Inc.; and Chicago BH Hospital, LLC (collectively, the "Applicants") are attached at Attachment – 1.

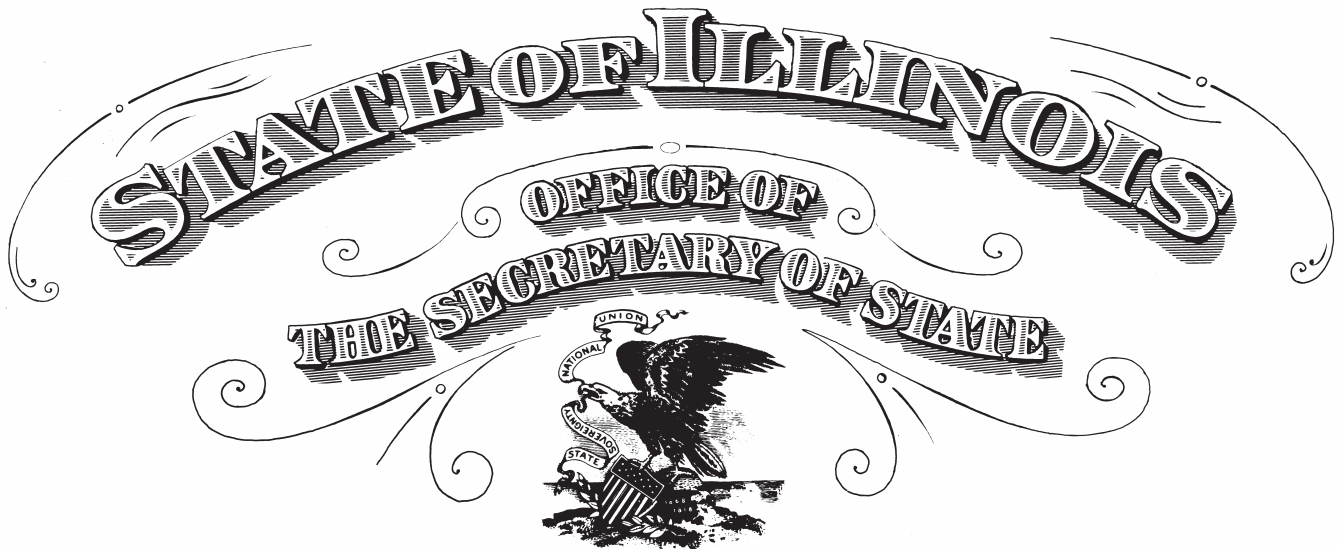
Aurora Chicago Lakeshore Hospital, LLC ("CLS") is the current operator/licensee of the hospital.

Chicago BH Hospital, LLC ("Chicago BH Hospital") will be the operator/licensee of Aurora Chicago Lakeshore Hospital after closing of the planned transaction.

As the entities with final control over CLS and Chicago BH Hospital, Signature Healthcare Services ("Signature") and Acadia Healthcare Company, Inc. ("Acadia") respectively have been named as applicants for this certificate of exemption ("COE") application.

File Number

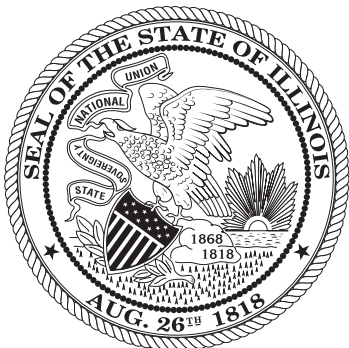
0058376-6



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

SIGNATURE HEALTHCARE SERVICES, LLC, A MICHIGAN LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON JULY 27, 2001, 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.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 27TH
day of JULY A.D. 2021 .

Jesse White

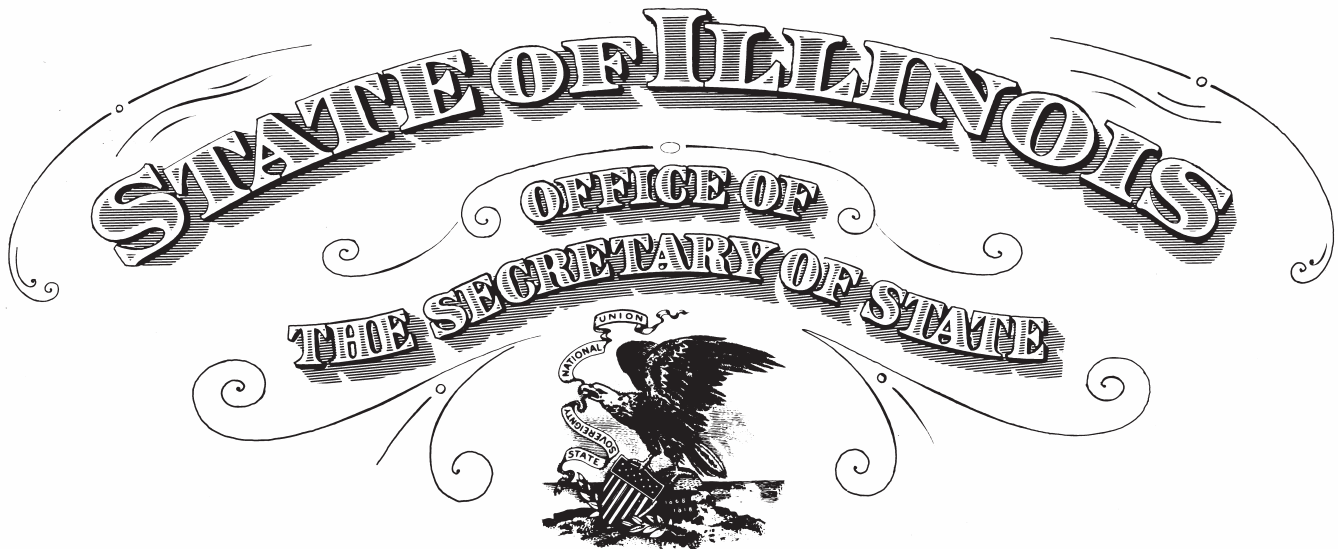
SECRETARY OF STATE

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

File Number

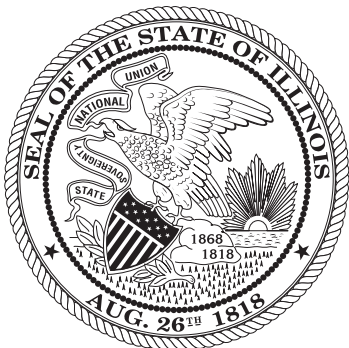
0073452-7



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

AURORA CHICAGO LAKESHORE HOSPITAL, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JUNE 27, 2002, 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 DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 27TH
day of JULY A.D. 2021 .

Jesse White

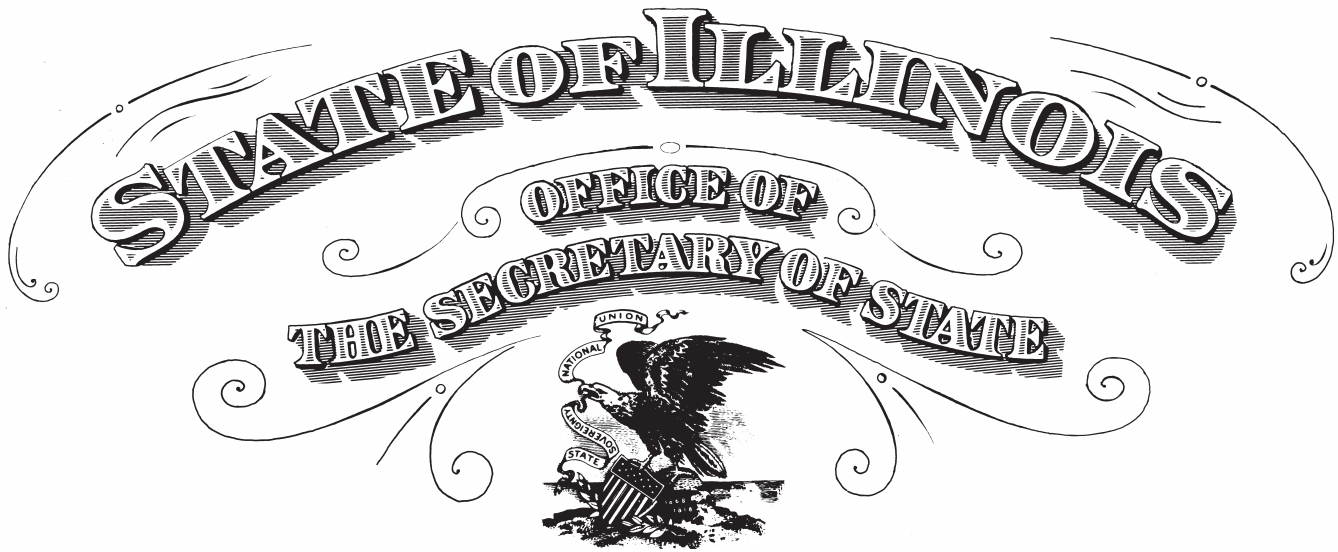
SECRETARY OF STATE

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

File Number

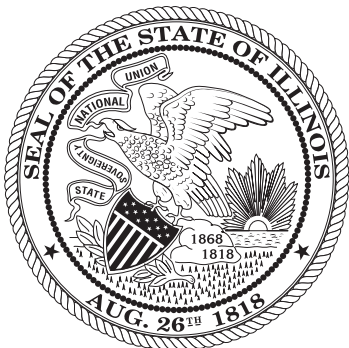
7152-269-5



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

ACADIA HEALTHCARE COMPANY, INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 05, 2018, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 27TH
day of JULY A.D. 2021 .

Jesse White

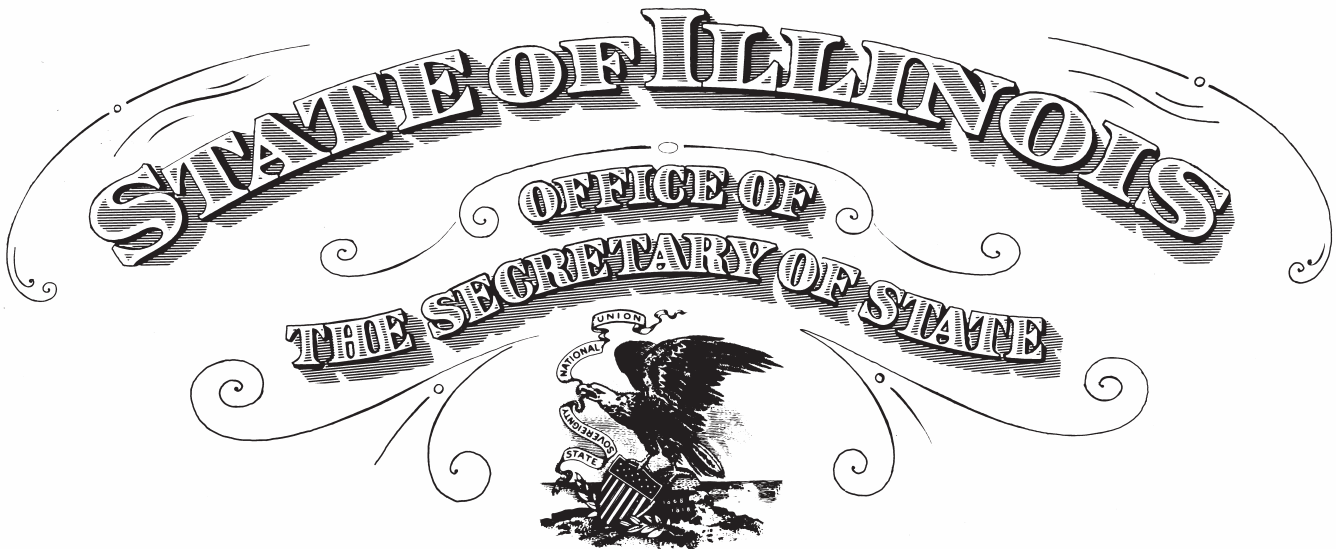
SECRETARY OF STATE

Authentication #: 2120804082 verifiable until 07/27/2022

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

File Number

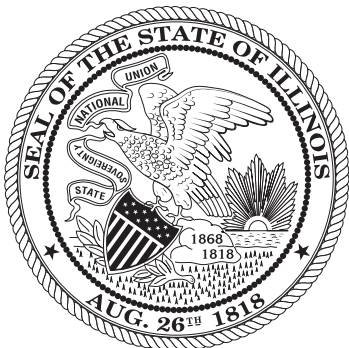
0874321-5



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

CHICAGO BH HOSPITAL, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON AUGUST 05, 2021, 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.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 9TH
day of AUGUST A.D. 2021 .

Jesse White

SECRETARY OF STATE

Authentication #: 2122102540 verifiable until 08/09/2022

Authenticate at: <http://www.ilsos.gov>

Section I, Identification, General Information, and Certification
Site Ownership

A copy of the Asset Purchase Agreement between Aurora Chicago Lakeshore Hospital, LLC and Acadia Healthcare Company, Inc. is attached at Attachment – 2.

Prior to closing Acadia Healthcare Company, Inc. will assign its rights, title, interest, powers and privileges in the two buildings located at 4840 North Marine Drive and 4720 North Clarendon Avenue and outpatient program located at 850 Lawrence Avenue, each of which are located in the City of Chicago (the “Property”) to Chicago BH Hospital, LLC through a Blanket Assignment in the form attached as Exhibit D and the Bill of Sale in the form attached as Exhibit E of the Asset Purchase Agreement.

AGREEMENT OF PURCHASE AND SALE

AND

JOINT ESCROW INSTRUCTIONS

Aurora Chicago Lakeshore Hospital, LLC (Seller)

Acadia Healthcare Company, Inc. (Buyer)

Chicago Lakeshore Hospital Properties

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“**Agreement**”) is made by and between Aurora Chicago Lakeshore Hospital, LLC, an Illinois limited liability company (“**Seller**”), and Acadia Healthcare Company, Inc., a Delaware corporation (“**Buyer**”). The effective date of this Agreement shall be the later of the dates on which Seller and Buyer execute and deliver a fully executed copy to the other party (“**Effective Date**”).

RECITALS

A. Seller is the operator of a temporarily suspended freestanding psychiatric hospital consisting of 161-beds contained within two buildings located at 4840 N. Marine Dr. and 4720 N. Clarendon Ave. and an outpatient program located at 850 W. Lawrence Ave., each of which are located in the City of Chicago (the “**City**”), County of Cook (the “**County**”), Illinois (Parcel Numbers 14-08-419-031-0000, 14-08-419-030-0000, 14-08-419-029-0000, 14-08-418-050-0000, 14-08-418-046-0000, 14-08-418-047-0000, 14-08-418-048-0000, 14-08-418-049-0000, 14-17-206-052-0000, 14-17-206-053-0000, 14-17-206-045-00001, 14-17-206-044-0000, 14-17-206-041-0000, and 14-17-213-007-0000, as further described on **Exhibit A** hereto (the “**Property**”); and

B. Related parties of Seller own all title and interest in the Property, and such parties include CCP Lakeshore 4000, LLC and Clarendon Ventures, LLC (collectively, the “**Seller Related Parties**”); and

C. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the following mutual covenants and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purchase and Sale. All recitals are incorporated in this Agreement as if written verbatim. Seller and Seller Related Parties will be referenced interchangeably herein, provided, however Buyer acknowledges and agrees Seller shall cause the Seller Related Parties to convey the Property and all obligations of Seller in this Agreement remain the responsibility of Seller. Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller upon the terms and subject to the covenants and conditions hereinafter set forth. The Property to be transferred to Buyer includes all of Seller’s right, title and interest in all easements, permits, development rights, applications, subdivision maps and rights of way pertaining to the Property, to the extent the same exist and are assignable by Seller, including, without limitation (i) all entitlements, such as approved or in-process tentative or final tract map(s) for the Property, and all development agreements and other agreements relating to the development of the Property; (ii) all plans (including without limitation improvement plans and architectural plans), specifications, maps, drawings and other renderings to the extent assignable and relating to the Property, as well as all contracts or agreements (including, without limitation, engineering or architectural services contracts) relating to such plans; (iii) all warranties benefiting the Property or the assets transferred hereby; (iv) all intangible rights and goodwill to the extent benefitting the Property, (v) all tangible licenses and all governmental permits capable of transfer; (vi) all operational infrastructure and patient medical records; and (vii) all personal property located on or about the Property, except as specifically excluded on **Exhibit B** hereto.

2. Purchase Price. The purchase price for the Property shall be Fifty One Million Dollars (\$51,000,000.00) (“**Purchase Price**”). The Purchase Price shall be paid in cash at the Closing (as defined below) with the Deposits (as defined hereafter) being applied to the Purchase Price.

3. Deposit. Buyer shall make a deposit of Two Hundred Fifty Thousand and No/100ths Dollars (\$250,000.00) (the "**Deposit**") with the Escrow Holder within three (3) business days after the Effective Date. The Deposit shall remain refundable to Buyer until the later of the (i) expiration of the Feasibility Period, or (ii) completion of the title examination process set forth in Section 4. If Buyer intends to proceed with the transaction, then no later than the date on which the Feasibility Period expires, Buyer shall deliver Buyer's Feasibility Approval Notice to Seller upon which the Deposit shall become non-refundable to Buyer except in the event of termination of this Agreement due to a default by Seller or a failure of a condition to Closing set forth in Section 20. The Deposit shall be credited against the Purchase Price at the Closing. One Hundred Dollars (\$100.00) of the Deposit (the "**Diligence Payment**") shall constitute separate consideration for Seller's entry into this Agreement and Buyer's right to conduct its feasibility review of the Property. The Diligence Payment shall be applicable to the Purchase Price if the Close of Escrow occurs, but, notwithstanding anything to the contrary in this Agreement, shall be nonrefundable to Buyer under all circumstances.

4. Preliminary Report of Title. Promptly, but no later than within three (3) business days after the opening of an escrow account for this transaction, Buyer shall request a preliminary title report for the Property be prepared and delivered by Title Company (as defined hereafter) with copies of all documents referenced therein as exceptions to title (the "**Preliminary Report**"). Buyer will promptly engage a surveying company to perform an ALTA survey of each of the properties (the "**Surveys**") at Buyer's sole cost and expense. Within twenty (20) days after receipt of both the Preliminary Report and Surveys, Buyer shall provide a copy of the Preliminary Report and Surveys to Seller, in addition to advising Seller in writing (the "**Buyer's Title Notice**") of any exceptions to title which are not acceptable to Buyer. Seller shall have a period not to exceed five (5) days thereafter within which to advise Buyer (the "**Seller's Title Notice**") as to whether or not Seller will correct or remove the exceptions that are not acceptable to Buyer as referenced in Buyer's Title Notice in Seller's sole discretion. In the event Seller cannot, will not, or does not agree to remove or correct all exceptions that are not acceptable, then Buyer, in Buyer's sole discretion, to be exercised within ten (10) days after receipt of Seller's Title Notice, shall either waive its objection to such exceptions in writing and proceed to Closing on the Property without a reduction in the Purchase Price or cancel and terminate this Agreement and obtain the return of the Deposit. All exceptions that are acceptable to Buyer and all exceptions to which Buyer has waived its objections, shall be deemed acceptable to Buyer, and are herein called the "**Permitted Exceptions**."

5. Documents to be Delivered to Buyer. To the extent that such documents exist and are in the possession or control of Seller, Seller shall, within three (3) business days after the Effective Date, provide Buyer with any and all material information pertaining to the Property ("**Due Diligence Information**") set forth in the attached **Schedule 5**. Seller shall request representatives on behalf of Seller with respect to the Property, to cooperate fully with Buyer's request for information regarding the Property. The Due Diligence Information is for Buyer's use in connection with Buyer's investigation of the Property. Buyer acknowledges that some of the Due Diligence Information was prepared by or at the direction of others and that Seller is not making any representation or warranty of any kind with respect to the Due Diligence Information, including its accuracy, completeness or suitability for reliance thereon by Buyer.

6. Condition of Title at Closing. Fee simple title to the Property shall be conveyed by Seller to Buyer at Closing by Special Warranty Deed (which shall be duly executed and acknowledged and shall be deposited by Seller into Escrow prior to the Closing), subject only to the Permitted Exceptions.

7. Feasibility, Access and Indemnity.

(a) Feasibility. For a period of sixty (60) days after the Effective Date (the "**Feasibility Period**"), Buyer shall have the right to review the Due Diligence Information and any and all matters concerning the ownership, development, construction and sale of the Property as Buyer deems appropriate. Buyer, in Buyer's sole and absolute discretion, may elect to terminate this Agreement at any

time during the Feasibility Period for any reason or no stated reason whatsoever. For the sake of clarity, the period for review of title, as set forth by Section 4, including the right of termination, is separate from the Feasibility Period. If Buyer fails to give written notice to Seller before the expiration of the Feasibility Period that Buyer approves the Property (the "**Feasibility Approval Notice**") then this Agreement shall be terminated and of no further effect, and all documents and the deposits that have been submitted to the Escrow Holder shall be returned to the party who so submitted them and neither party shall have any further rights, duties or obligations hereunder except for provisions of this Agreement which expressly survive termination of this Agreement. In the event this Agreement is terminated as provided in this Section, upon written request, Buyer shall provide Seller with copies of any and all non-privileged, feasibility materials it has caused to be prepared pursuant to its inspection rights set forth in this Section, without representation or warranty as to their completeness or accuracy, and return all the Due Diligence Information for the Property previously delivered to Buyer by Seller, including without limitation the documents identified in Section 5 above.

Notwithstanding any of the foregoing deemed to the contrary, Buyer will have a one-time right to extend the Feasibility Period for an additional thirty (30) day period by providing written notice of the same prior to the expiration of the 60-day initial Feasibility Period. Buyer's right to terminate shall continue through this extended Feasibility Period, as further described by the preceding paragraph. In the event that Buyer elects to extend the Feasibility Period, it shall deposit an additional One Hundred Twenty-Five Thousand Dollars (\$125,000.00) ("**Additional Deposit**") with the Escrow Holder prior to the expiration of the initial 60-day Feasibility Period. The Additional Deposit, together with initial earnest money Deposit, shall be then be collectively deemed "the Deposit", and administered as set forth by the various provisions of this Agreement.

(b) Access and Indemnity. Seller grants to Buyer and Buyer's agents, employees and consultants a nonexclusive license to enter upon the Property during normal business hours at any time prior to the earlier of (i) termination of this Agreement, or (ii) Closing, for the purpose of allowing Buyer to conduct reasonable engineering and soils tests, environmental surveys, inspection of completed work and improvements on the Property, feasibility and other economic studies, surveys and other examinations of the Property that Buyer deems appropriate. Buyer shall provide reasonable notice to Seller in advance before entering onto the Property for such purposes. Seller shall have the right to have one or more representatives of Seller accompany Buyer and Buyer's representatives, agents, consultants or contractors while they are on the Property. Buyer shall indemnify, defend and hold Seller free and harmless from all loss or liability (including, without limitation, attorneys' fees) arising from such activities of Buyer and its agents and employees upon the Property prior to the Closing, and from all mechanic's, materialmen's and other liens resulting from any such conduct of Buyer and its agents and employees. Buyer, at Buyer's sole cost and expense, shall immediately restore the Property to its condition existing immediately prior to Buyer's inspections if, for any reason, the Property is not transferred by Seller to Buyer. Until restoration is complete, Buyer shall take all steps necessary to ensure that any conditions on the Property created by Buyer's inspections do not interfere with the normal operation of the Property or surrounding properties, nor create any dangerous, unhealthy, unsightly or noisy conditions on the Property. The provisions of this Section shall survive the termination of this Agreement.

(c) Insurance. Prior to any entry on the Property by Buyer prior to the Closing, Buyer shall secure and maintain: (i) a comprehensive general liability and property damage insurance policy in an amount of not less than One Million Dollars (\$1,000,000) which will cover the activities of Buyer and its agents and consultants on the Property and shall name Seller as additional insured thereunder. Buyer shall provide a certificate of insurance to Seller evidencing the insurance required herein prior to entry onto the Property by Buyer or its agents, employees or consultants for the purpose of conducting any tests, inspections, surveys, or the like.

8. Policy of Title Insurance. As a condition of Closing, Commonwealth Land Title Company (the "**Title Company**") shall issue a standard coverage ALTA policy of title insurance in the amount of the Purchase Price, showing fee title to the Property as of the Closing vested in Buyer subject only to the Permitted Exceptions listed in Section 6, above. At Buyer's sole cost and expense, Buyer may elect for an extended form ALTA policy of title insurance from the Title Company.

9. Escrow Holder. Within three (3) business days after the Effective Date, an escrow account shall be opened with Commonwealth Land Title Company c/o Barbara Laffer, Los Angeles, CA, herein referred to as the "**Escrow Holder**" for the consummation of this transaction. This Agreement shall serve as such parties' irrevocable and binding instructions upon which Escrow Holder shall be authorized to act. The parties shall execute such additional escrow instructions not inconsistent with the terms of this Agreement as may be reasonably required by Escrow Holder provided that as between the parties hereto, if any conflict arises or exists between the provisions of this Agreement and the provisions of the Escrow Holder's general instructions, the provisions of this Agreement shall govern and control.

(a) Close of Escrow. For the purposes of this Agreement, the close of escrow ("**Closing**") shall be defined as the date the special warranty deed conveying the Property to Buyer is tendered by Seller to Buyer, and Buyer pays the Purchase Price (subject to prorations and credits as provided by this Agreement). The Closing shall occur on or before the date that is ten (10) days following the satisfaction or mutually agreed waiver of the conditions to Closing set forth in Section 20. Buyer agrees to use commercially reasonable efforts to diligently pursue the regulatory approvals necessary for Buyer's operation of the Property as a behavioral health hospital and Closing.

10. Disclaimer of Representations and Warranties. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY SELLER IN SECTIONS 13 AND 21(a) OF THIS AGREEMENT AND SPECIFIC REPRESENTATIONS AND WARRANTIES IN THE CLOSING DOCUMENTS, IT IS UNDERSTOOD AND AGREED THAT NEITHER SELLER NOR ANY OF SELLER'S AGENTS, EMPLOYEES OR CONTRACTORS HAS MADE, AND IS NOT NOW MAKING, AND BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON (DIRECTLY OR INDIRECTLY), ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN WITH RESPECT TO THE PROPERTY, EXCEPT AS EXPRESSLY MADE HEREIN, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR REPRESENTATIONS AS TO (A) MATTERS OF TITLE, (B) ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF, (C) GEOLOGICAL CONDITIONS, (D) FLOODING OR DRAINAGE, (E) SOIL CONDITIONS, (F) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY, (G) USAGES OF ADJOINING PROPERTY, (H) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF, (I) THE SQUARE FOOTAGE OF THE LAND AND THE IMPROVEMENTS, STRUCTURAL INTEGRITY, OR PHYSICAL CONDITION OF THE IMPROVEMENTS, (J) ANY INCOME, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF, (K) THE PRESENCE OF HAZARDOUS MATERIALS, MOLD, TERMITES, PESTS, OR WOOD DESTROYING ORGANISMS IN OR ON, UNDER OR IN THE VICINITY OF THE PROPERTY, (L) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS OR LAWS, BUILDING, FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS AND COMPLIANCE WITH ANY ENVIRONMENTAL LAWS, (M) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS, (N) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY, (O) ZONING, OR THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY, (P) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE, OR (Q) TAX CONSEQUENCES. BUYER FURTHER

ACKNOWLEDGES THAT, EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY SELLER IN SECTIONS 13 AND 21(a) OF THIS AGREEMENT OR SPECIFICALLY INCLUDED IN CLOSING INSTRUMENTS, ANY INFORMATION OF ANY TYPE WHICH BUYER HAS RECEIVED OR MAY RECEIVE FROM SELLER, OR ANY OF ITS AGENTS, EMPLOYEES OR CONTRACTORS, WHICH WAS NOT PREPARED BY SELLER OR ITS RESPECTIVE AGENTS, EMPLOYEES, OR CONTRACTORS IS FURNISHED WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER.

11. Sale "As Is". BUYER REPRESENTS AND WARRANTS THAT BUYER IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED BUYER OF REAL ESTATE AND THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER HAS RELIED AND SHALL RELY SOLELY ON (A) BUYER'S OWN EXPERTISE AND THAT OF BUYER'S CONSULTANTS IN PURCHASING THE PROPERTY, (B) BUYER'S OWN KNOWLEDGE OF THE PROPERTY BASED ON BUYER'S INVESTIGATIONS AND INSPECTIONS OF THE PROPERTY, AND (C) THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY SELLER IN SECTIONS 13 AND 21(a) OF THIS AGREEMENT, OR THE CLOSING INSTRUMENTS. PRIOR TO CLOSING BUYER SHALL HAVE CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS BUYER DEEMS NECESSARY, INCLUDING THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON THE SAME. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING ADVERSE PHYSICAL, LEGAL, FINANCIAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS AND DEFECTS (LATENT AND APPARENT) SUBJECT THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY SELLER IN THIS AGREEMENT. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PROPERTY MADE BY SELLER (OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY SELLER IN THIS AGREEMENT), OR ANY AGENT, EMPLOYEE OR CONTRACTOR THEREOF.

12. Seller's Release.

(a) Release From Liability. Excluding any claim that Buyer may have against Seller as a result of any breach by Seller of any of Seller's representations, warranties, or covenants expressly set forth in Sections 13, 21 and 22 of this Agreement, or the Closing Instruments, or that arises from Seller's fraud, Seller is hereby released from all responsibility and liability to Buyer regarding the condition (including, without limitation, its physical condition and its compliance with applicable Laws, and the presence in the soil, air, structures and surface and subsurface waters, or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local Laws), valuation, saleability or utility of the Property, or its suitability for any purpose whatsoever except to the extent that such responsibility or liability is the result of the material inaccuracy (if any) of Seller's express representations in Sections 13 and 21(a) of this Agreement, of the Closing Instruments or that arises from Seller's fraud.

(b) Buyer's Waiver of Objections. Buyer acknowledges that it has or will have inspected the Property, observed its physical characteristics and existing conditions and had, or will have, the opportunity to conduct such investigation and study on and of said Property and adjacent areas as it deemed necessary, and subject to Seller's responsibility for any breach of the express warranties and representations contained in this Agreement, and/or its fraud, hereby waives any and all objections to,

claims, causes of action or complaints (including, but not limited to, actions based on federal, state or common law and any private right of action under CERCLA, RCRA or any other state and federal law to which the Property is or may be subject) regarding physical characteristics and existing conditions, including, without limitation, structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and Hazardous Materials on, under, adjacent to or otherwise affecting the Property. Buyer further hereby assumes the risk of changes in applicable laws and regulations including, without limitation, those relating to past, present and future environmental conditions on the Property, and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Materials or other contaminants, may not be revealed by its investigation.

(c) Indemnity. Buyer and its successors and assigns (collectively, “**Buyer Indemnitor**”) agree to indemnify, protect, defend and hold Seller harmless from any and all losses, suits and claims brought by third parties related to, arising from or in any way connected to conditions on the Property caused or introduced after the Closing (but not prior to Closing), including, without limitation, (a) Buyer’s use, ownership, development, and sale of the Property, and (b) any claims or demands asserted or alleged by any purchasers or lessees from Buyer of any portion of the Property (including any purchaser of any individual unit of the Property) or any successors or assigns of any such persons. In addition, Buyer Indemnitor agrees to indemnify, protect, defend and hold Seller, Seller’s affiliates and each of their respective members, partners, shareholders, officers, directors, managers, employees and agents harmless from any third party claims, arising from or in any way connected to any inaccuracy in or breach of any representations or warranties of Buyer under Section 21(b) of this Agreement, or any breach or default by Buyer under the provisions of this Agreement that state that they are to survive the Closing or the earlier termination of this Agreement. Seller and its successors and assigns (collectively “**Seller Indemnitor**”) agree to indemnify, protect, defend and hold Buyer, Buyer’s affiliates and each of their respective members, partners, shareholders, officers, directors, managers, employees and agents harmless from any third party claims, arising from or in any way connected to (a) Seller’s fraud or gross negligence, or any inaccuracy in or breach of any representations or warranties of Seller under Section 13 or Section 21(a) of this Agreement, (b) any breach or default by Seller under the provisions of this Agreement that state that they are to survive the Closing or the earlier termination of this Agreement, or (c) any investigation, obligation or liability to the extent accruing, arising out of, or relating to the operations of Chicago Lakeshore Hospital or any act or omission (or suspected or alleged act or omission) by Seller, any of its affiliates, or any of their respective medical staff, employees, agents, vendors or representatives before the Closing.

(d) Survival. THE TERMS AND CONDITIONS OF SECTIONS 10, 11, 12, AND 13 SHALL EXPRESSLY SURVIVE THE CLOSING, NOT MERGE WITH THE PROVISIONS OF THE DEED OR ANY OTHER CLOSING DOCUMENTS.

(e) Buyer Acknowledgments. BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT (a) THE PURCHASE PRICE REFLECTS THE “AS IS” NATURE OF THIS SALE AND ANY FAULTS, LIABILITIES, DEFECTS OR OTHER ADVERSE MATTERS THAT MAY BE ASSOCIATED WITH THE PROPERTY, AND (b) BUYER AND SELLER HAVE FULLY REVIEWED THE DISCLAIMERS, WAIVERS, RELEASES AND INDEMNITIES SET FORTH IN THIS AGREEMENT WITH THEIR RESPECTIVE COUNSEL AND UNDERSTAND THE SIGNIFICANCE AND EFFECT THEREOF.

13. Hazardous Materials and Environmental. Except as disclosed by Seller in writing to Buyer prior to the end of the Feasibility Period, Seller represents and warrants to Buyer, both as of the Effective Date and as of the Closing date, that to Seller’s best actual knowledge, there are no Hazardous Materials regulated under any federal, state or local law as toxic (including without limitation petroleum products, solvents, asbestos and radon) existing on, under or about the Property. Further, to Seller’s best actual knowledge (i) the Property contains no cemetery or burial site of any archeological or historical significance, (ii) the Property is not occupied or used by and does not constitute the habitat of any

endangered or threatened species, (iii) the Property is not the subject of any claim, litigation or government investigation or proceeding, and (iv) there are no unrecorded easements or claims or encroachments or prescriptive easements affecting the Property. As used herein, the term “**Hazardous Materials**” means any substance, material or waste which is or becomes (a) regulated by any local or regional Governmental authority the State of Illinois or the United States Government as a hazardous waste; (b) is defined as a “solid waste,” “sludge,” “hazardous waste,” “extremely hazardous waste,” “restricted hazardous waste,” “Non-RCRA hazardous waste,” “RCRA hazardous waste,” or “recyclable material,” under any federal, state or local statute, regulation, or ordinance.

14. Closing Costs. At the Closing of the Property, Seller shall pay any documentary transfer taxes associated with transfer of ownership and the standard form title insurance policy in the amount of the Purchase Price. Buyer shall pay the cost of the extended title insurance, all escrow and recording fees, and the cost of any endorsements required by Buyer. If Buyer elects to purchase an ALTA extended coverage title insurance policy, Buyer shall also pay for all premium charges in excess of cost of a standard coverage title insurance policy. Escrow Holder shall notify Buyer and Seller in writing of their respective shares of such costs at least three (3) business days prior to the Closing.

15. Prorations. Real estate taxes and/or assessments shall be prorated (based on a thirty (30) day month) on the basis of the most recent tax statement for the Property as of 12:01 a.m. on the Closing date. At least three (3) business days prior to the Closing date, Escrow Holder shall deliver to Seller and Buyer a tentative proration schedule setting forth a preliminary determination of prorations. If any information needed for the proration of any item is not available, the parties shall re-prorate such item after the Closing and payment shall be made promptly to the party entitled thereto.

Utility charges and other reoccurring monthly expenses will be prorated for the month in which Closing occurs.

16. Seller's Closing Documents. Prior to Closing, Seller shall deposit the following with Escrow Holder:

(a) The original executed and acknowledged special warranty deed(s) conveying the Property to Buyer;

(b) Owner's Affidavit in the form required by the Title Company to delete the so-called “standard exceptions” from the title policy;

(c) An original executed Transferor's Certificate of Non-Foreign Status in the form attached as **Exhibit C**;

(d) Such other documents reasonably necessary to carry out the terms of this Agreement, which shall be accomplished by Seller's (and/or its applicable affiliates') and Buyer's (or its assign's) execution and delivery to Escrow Holder of two executed counterparts of a Blanket Assignment in the form attached as **Exhibit D** (the “**Blanket Assignment**”) and the Bill of Sale in the form attached as **Exhibit E** (the “**Bill of Sale**”).

(e) An assignment and assumption agreement in the form of **Exhibit G-1** attached hereto and incorporated herein (the “**Assignment of Permits**”) pursuant to which Seller (and any Seller Related Parties) assigns to Buyer (to the extent assignable) any and all licenses and permits granted by State or federal agencies having jurisdiction over the Property as a behavioral healthcare facility listed on **Exhibit G** attached hereto and incorporated herein, including the IDPH License (as hereinafter defined) (collectively, the “**Permits**”); provided, however, that:

(i) Buyer shall have the right at any time during the first thirty (30) days of the Feasibility Period to unilaterally amend **Exhibit G** by written notice to Seller to include any additional licenses and permits related to the Property, which additional licenses and permits shall be included in the Permits for all purposes hereunder from and after the giving of such notice;

(ii) to the extent the applicable authority issuing any Permit requires a different form of assignment or further documentation evidencing such assignment, Seller shall assign and/or cause the Seller Related Parties to assign such Permits to Buyer at Closing by the form of assignment required by such authority and shall execute and deliver such further documentation as such authority may require in connection with the assignment of the Permits; and

(iii) to the extent the IDPH License must be assigned by written document after the Closing, Seller shall execute and deliver a supplementary Assignment of Permits to assign the IDPH License to Buyer as soon as permissible after Closing, which obligation shall survive the Closing and shall not merge with the deed.

(f) A certificate in a form reasonably acceptable to Buyer certifying that the representations and warranties set forth in Section 13 and Section 21(a) hereof are true and correct as of the date of Closing.

17. Buyer's Closing Documents. Prior to Closing, Buyer shall deposit the following with Escrow Holder:

- (a) The Purchase Price, less the Deposit, and other deposits made by Buyer;
- (b) Such additional sums as may be needed to cover Buyer's share of the closing costs or prorations;
- (c) Counterpart signature pages to the Blanket Assignment and the Assignment of Permits;
- (d) A certificate in a form reasonably acceptable to Seller certifying that the representations and warranties set forth Section 21(b) hereof are true and correct as of the date of Closing; and
- (e) Such other documents that are reasonably necessary to carry out the terms of this Agreement.

18. Disbursements and Other Actions by Escrow Holder. At Closing, the Escrow Holder shall:

- (a) Cause the special warranty deed(s) for the Property from Seller Related Parties to Buyer to be recorded in the Official Records of the County;
- (b) Cause a title insurance policy to be issued to Buyer in accordance with the terms of this Agreement;
- (c) Deliver the Transferor's Certificate of Non-Foreign Status to Buyer;

(d) Deliver to Buyer and Seller, respectively, copies of any other documents delivered by the parties with Escrow Holder, including, without limitation, fully executed counterpart originals of the Blanket Assignment;

(e) Calculate applicable costs, expenses and prorations as described in this Agreement and arrange for payment thereof and disburse the balance of the Purchase Price to Seller; and

(f) Disburse the balance of the Purchase Price to Seller.

19. Possession. Seller shall deliver or shall cause to be delivered possession of the Property to Buyer as of Closing.

20. Conditions to Closing. Prior to Closing, the following conditions must be met:

(a) Delivery of all signed documents required in this Agreement;

(b) A Certificate of Exemption from the Illinois Health Facilities and Services Review Board shall have been issued in favor of Buyer or its assign;

(c) Seller and the Illinois Department of Public Health (the “IDPH”) shall have executed and delivered to Buyer for review a settlement agreement (the “IDPH Settlement Agreement”) related to Seller’s IDPH license (the “IDPH License”) setting forth the termination of Seller’s license revocation hearing, which shall permit the transfer of the IDPH License in the name of Aurora Chicago Lakeshore Hospital, LLC to Buyer or its assign following the Closing;

(d) Seller shall deliver to Buyer a legal opinion from Polsinelli in favor of Buyer and/or its assign confirming that the IDPH License shall be issued to Buyer or its assign within thirty (30) days following the Closing without any negative conditions applicable to Buyer or its assign;

(e) All personal property being transferred to Buyer or its assign pursuant to this Agreement shall be free and clear of all liens and encumbrances other than the Permitted Encumbrances; and

(f) The receipt of any other such document needed by Escrow Holder to consummate the Closing.

In the event each and every condition to Closing is not satisfied by November 30, 2021, Buyer will have the continuing right to terminate this Agreement by tendering written notice to Seller, with a full return of the Deposit.

21. Representations and Warranties.

(a) Seller's Representations. As a material part of the consideration for Buyer entering into this Agreement, Seller (not Seller Related Parties) makes the following representations and warranties as of the Effective Date and as of the Closing:

(i) Except as set forth in the Preliminary Report or disclosed by Seller in writing to Buyer prior to the end of the Feasibility Period, Seller has not (and shall obtain assurances from Seller Related Parties that no party has) alienated, encumbered, optioned, leased, assigned, transferred or otherwise conveyed its interest or any portion of its interest in the Property or any portion thereof.

(ii) Seller has full right, power and authority to enter into this Agreement and to perform its obligations hereunder, and the persons executing this Agreement on behalf of Seller, have the right, power and authority to do so.

(iii) Seller has good, valid and marketable title to all personal property to be transferred to Buyer or assigned hereunder free and clear of all liens and encumbrances other than Permitted Encumbrances.

(iv) The Service Contracts constitute all of the service agreements in effect with respect to the Property and, to the best of Seller's current actual knowledge, there are no other agreements with respect to the Property, its operation, use and maintenance other than as listed on **Exhibit F** attached hereto. No defaults exist under any of the Service Contracts.

(v) All contractors, subcontractors, suppliers, architects, engineers, and others who have performed services, labor, or supplied material in connection with the Seller's ownership, operation, maintenance, repair and management of the Property have been or at the Closing will be paid in full and all liens arising therefrom (or claims which with the passage of time or notice or both, could mature into liens) have been satisfied and released.

(vi) This Agreement constitutes the legal, valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally. Neither this Agreement nor the consummation of any of the transactions contemplated hereby violates or shall violate any provision of any agreement or document to which Seller is a party or to which Seller is bound. No consent from any third party is required before any of the Property may be conveyed to Buyer.

(vii) To Seller's actual knowledge (which shall include inquiry of the Seller Related Parties) there are no disputes regarding the boundary lines of the Property, encroachments not disclosed by the public records, nor any pending or threatened litigation or administrative actions regarding the Property except as set forth on **Exhibit H**, attached hereto.

(b) Buyer's Representations. As a material part of this Agreement, Buyer makes the following representations and warranties as of the Effective Date and as of the Closing:

(i) Buyer's Authority. Buyer has the full legal right, power and authority to enter into this Agreement and to perform all of Buyer's obligations hereunder.

(ii) Authority to Close. Buyer has full power and authority to enter into this Agreement and to perform its obligations hereunder, and the persons executing this Agreement on behalf of Buyer have the right, power and authority to do so.

(iii) No Conflicts. This Agreement constitutes the legal, valid and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally. Neither this Agreement nor the consummation of any of the transactions contemplated hereby violates or shall violate any provision of any agreement or document to which Buyer is a party or to which Buyer is bound. No consent of any third party is required before Buyer may consummate the purchase of the Property from Seller on the terms and conditions contained in this Agreement.

22. Seller's Covenants.

(a) Notification by Seller of Certain Matters. During the period prior to the Closing, Seller shall promptly advise Buyer in writing of the occurrence of any event or the discovery of any fact which would render any representation or warranty of Seller to Buyer in this Agreement untrue or materially misleading, or Seller's receipt of any written notice from any third person alleging that the consent of such third person is required in connection with transactions contemplated by this Agreement.

(b) Not to Encumber or Convey. So long as this Agreement is in force, Seller shall not (and shall cause Seller Related Parties not to), directly or indirectly, (i) alienate, encumber, option, assign, sell, transfer, lease or convey its interest in the Property, or any portion thereof, or (ii) execute any contracts or agreements which shall be binding on the Property after Closing, without the prior written consent of Buyer.

23. Damage or Destruction. If any damage or destruction to any of the Property occurs prior to the Closing, Seller shall immediately give Buyer written notice of such damage or destruction, and Buyer shall have the option, exercisable within ten (10) days thereafter, either to (i) terminate the escrow, in which case Escrow Holder shall immediately return all documents, Deposits and other monies to the Party which deposited same in respect of the Closing, or (ii) accept the Property in its condition at that time, with assignment of insurance proceeds and a credit at Closing for any deductible.

24. Eminent Domain. In the event that, prior to the Closing, all or any portion of the Property is taken or appropriated by any public or quasi-public authority under the power of eminent domain or such an eminent domain action is threatened pursuant to a resolution of intention to condemn filed by any public entity, so as to render the remaining Property unsuitable for Buyer's use or development of the Property as reasonably determined by Buyer, then Buyer may terminate the Agreement by written notice to Seller, and obtain the immediate return of all Deposits, in which case neither party shall have any further rights, duties or obligations hereunder except for provisions of this Agreement which expressly survive termination of this Agreement. In the event of a partial taking of some of the Property which does not render the Property unsuitable for Buyer's use or development, as reasonably determined by Buyer, then Buyer may elect to (a) have the Purchase Price adjusted to reflect the decrease in value, in which case all compensation awarded for any taking shall belong to Seller or (b) purchase the Property at the Purchase Price, in which case Buyer shall be entitled to retain all compensation for any taking. As used in this Section, eminent domain shall include a voluntary sale by Seller to any condemning authority, with consent by Purchaser, either under the threat of condemnation or while condemnation proceedings are pending, and the condemnation shall be deemed to occur in point of time upon the actual physical taking of possession pursuant to the exercise of said power of eminent domain.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

26. Mediation - Arbitration.

(a) Mediation. In the event of an unresolved controversy, claim or dispute between the parties arising out of this Agreement, the parties shall first attempt to resolve such issue through mediation. The mediation process may be initiated by either party by giving written notice to the other party and in accordance with, and by a mediator appointed pursuant to the applicable commercial rules of the Judicial Arbitration and Mediation Service (JAMS) or, the commercial rules of the American Arbitration Association as selected by the party giving notice of mediation. The parties shall then, within 45 days, participate in good faith in the mediation process for a period not less than six (6) hours in an effort to reach resolution of the dispute or issue. Unless otherwise agreed, any such mediation shall be conducted in Cook County, Illinois. In the event that either party fails or refuses to participate in good faith in any mediation

commenced pursuant to this Section, such non-participating party shall not be entitled to recover its reasonable attorney's fees and costs in any subsequent litigation or arbitration regardless of whether that non-participating party ultimately is determined to be the prevailing party in such subsequent litigation or arbitration.

(b) Arbitration. Should mediation fail to fully resolve any controversy, claim or dispute between the parties arising under this Agreement, such controversy, claim or dispute shall at the request of any party be determined by binding arbitration conducted by the American Arbitration Association or JAMS. This provision shall not apply to matters within the jurisdiction of the Bankruptcy Court, the Small Claims Court, or to unlawful detainer actions. The arbitration shall be conducted by a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association or JAMS, with discovery limited to that expressly permitted under said Rules. The arbitrator shall apply Illinois substantive law, including any applicable statutes of limitation. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator(s). The arbitrator's award shall be final and non-appealable and may be entered as a final judgment in any court having jurisdiction. Notwithstanding any other provision of this Agreement, any party to this Agreement may initiate and maintain an action for judicial relief for the purpose of seeking a provisional or ancillary remedy such as injunctive relief, or for recording or seeking the removal of a *lis pendens*.

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE ILLINOIS CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION PROVISION TO NEUTRAL ARBITRATION.



Seller's Initials

Buyer's Initials

27. Default; Liquidated Damages.

(a) Buyer's Default. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IF BUYER HAS NOT DELIVERED A TERMINATION NOTICE DURING THE FEASIBILITY PERIOD AND HAS MADE THE DEPOSIT AS REQUIRED HEREIN, THEN IF THE SALE OF THE PROPERTY TO BUYER IS NOT CONSUMMATED FOR ANY REASON EXCEPT SELLER'S DEFAULT OR A TERMINATION OF THIS AGREEMENT BY BUYER PURSUANT TO SECTION 20 HEREOF, SELLER, AS SELLER'S SOLE AND EXCLUSIVE REMEDY, SHALL BE ENTITLED TO RETAIN THE DEPOSIT AND ANY ADDITIONAL DEPOSITS MADE, AND BUYER SHALL DELIVER TO SELLER ALL STUDIES, REPORTS, SOILS ANALYSIS AND SIMILAR DOCUMENTS REGARDING THE PROPERTY IN BUYER'S POSSESSION, WITHOUT COST TO SELLER, AS SELLER'S LIQUIDATED DAMAGES. THE PARTIES AGREE THAT IT WOULD BE EXTREMELY IMPRACTICABLE AND DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF

commenced pursuant to this Section, such non-participating party shall not be entitled to recover its reasonable attorney's fees and costs in any subsequent litigation or arbitration regardless of whether that non-participating party ultimately is determined to be the prevailing party in such subsequent litigation or arbitration.

(b) Arbitration. Should mediation fail to fully resolve any controversy, claim or dispute between the parties arising under this Agreement, such controversy, claim or dispute shall at the request of any party be determined by binding arbitration conducted by the American Arbitration Association or JAMS. This provision shall not apply to matters within the jurisdiction of the Bankruptcy Court, the Small Claims Court, or to unlawful detainer actions. The arbitration shall be conducted by a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association or JAMS, with discovery limited to that expressly permitted under said Rules. The arbitrator shall apply Illinois substantive law, including any applicable statutes of limitation. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator(s). The arbitrator's award shall be final and non-appealable and may be entered as a final judgment in any court having jurisdiction. Notwithstanding any other provision of this Agreement, any party to this Agreement may initiate and maintain an action for judicial relief for the purpose of seeking a provisional or ancillary remedy such as injunctive relief, or for recording or seeking the removal of a *lis pendens*.

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THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT AFFECT BUYER'S RESTORATION OBLIGATIONS, SELLER'S RIGHTS TO RECOVER ITS ATTORNEY'S FEES AS SPECIFIED IN THIS AGREEMENT, OR WAIVE OR AFFECT BUYER'S INDEMNITY OBLIGATIONS AND SELLER'S RIGHTS TO THOSE INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE LIQUIDATED DAMAGES PROVISION CONTAINED IN THIS SECTION.

Seller's Initials

Buyer's Initials

(b) Seller's Default. If the transfer of the Property from Seller to Buyer does not close as a result of a default by Seller under this Agreement, Buyer's sole remedy shall be either (but not both) (i) the return of the Deposits (with Buyer thereby waiving any other remedy, including specific performance, which Buyer may have against Seller), together with damages equal to its out-of-pocket expenses up to a cap of One Hundred Fifty Thousand Dollars (\$150,000), or (ii) an action for specific performance of this Agreement for the delivery of the Property (with Buyer thereby waiving any other remedy which Buyer may have against Seller at law or in equity); provided however, any action for specific performance must be brought within sixty (60) days of the planned closing date.

28. Compliance with Subdivision Map Act. Nothing in this Agreement shall be construed to require or permit the purchase or sale of any land that is not a legal parcel under Illinois law. The provisions of this Section may not be waived by either or both parties under any circumstances.

29. Assignment. With the exception of a one-time assignment to an entity controlled by Buyer, Buyer shall not assign its right, title or interest in this Agreement to any third party without the prior written consent of Seller. Any unpermitted assignment of this Agreement is void. No assignment by Buyer hereunder, whether or not approved by Seller, shall relieve Buyer of its obligations hereunder.

30. Survival of Covenants. The covenants, agreements, representations and warranties made herein shall survive the Closing for a period of six (6) months thereafter, provided however the provisions of Sections 10, 11 and 12 above shall survive until the expiration of all applicable statutes of limitation.

31. Attorneys' Fees. In the event any party institutes any action or proceeding, including arbitration, to interpret or enforce this Agreement, or otherwise arising under this Agreement, the prevailing party in such action or proceeding shall be entitled, in addition to any other relief granted by the arbitrator, court or other applicable judicial body, to reasonable attorneys' fees and costs, including expert witness fees.

32. Entire Agreement. This Agreement contains the entire understanding of the parties. Any other agreements between the parties that precede the date of this Agreement are superseded and of no force or effect. There are no representations, covenants or undertakings other than those expressly set forth herein.

33. Interpretation. Each party has had adequate opportunity to consult with legal and other advisors regarding this Agreement. This Agreement shall be interpreted and construed according to

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Seller's Initials

Buyer's Initials

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33. Interpretation. Each party has had adequate opportunity to consult with legal and other advisors regarding this Agreement. This Agreement shall be interpreted and construed according to

its fair meaning without resort to any rule of construction to the effect that ambiguities are to be resolved against the drafting party.

34. Severability. If any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement becomes illegal, unenforceable, null or void or against public policy, for any reason, or is held by any court of competent jurisdiction to be illegal, unenforceable, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

35. Notices. Any notice or document shall be sent to the address of the recipient set forth below and shall be deemed delivered (i) when received if personally delivered, (ii) upon receipt when sent by facsimile or email to the number or email, as applicable, set forth below, or (iii) the next business day if timely deposited with a recognized delivery service that guarantees following business day delivery. Any party may change its address by notifying the other party in accordance with this Section but such changes shall only be effective at the time of actual receipt of such notice.

Seller: Aurora Chicago Lakeshore Hospital, LLC
Signature Healthcare Services, LLC
1450 W. Long Lake Rd., Suite 340
Troy, MI 48098
Attn: Laura Sanders and Hana Attar
Phone: (248) 905-5091
hana.attar@signaturehc.com
lsanders@signaturehc.com

With a copy to: Polsinelli
Attn: Tim Reimers
2049 Century Park East, Suite 2900
Los Angeles, CA 90067
Phone: (310) 203-5316
treimers@polsinelli.com

Buyer: Acadia Healthcare Company, Inc.
6100 Tower Circle, Suite 1000
Franklin, TN 37067
Phone: (615) 861-6000
Attn: Keith E. Thompson
keith.thompson@acadiahealthcare.com

With a copy to: Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, TN 37219
Phone: (615) 244-6380
Attn: J. Steven Kirkham
steve.kirkham@wallerlaw.com

Escrow Holder: Fidelity Title Insurance Company, Inc.
2701 Emerywood Parkway, Suite 300
Richmond, Virginia 23294
Phone: 804-521-5709
Attn: Mary Newman

Email: mary.newman@fnf.com

36. Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof in which time is a factor.

37. Waiver. No waiver by Buyer or Seller of a breach of any of the terms, covenants or conditions of this Agreement by the other parties shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default by Buyer or Seller hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in such waiver. The consent or approval by Buyer or Seller to or of any act by the other party requiring the first party's consent or approval shall not be deemed to waive or render unnecessary the first party's consent or approval to or of any subsequent similar acts by the other party. All remedies of Buyer under this Agreement are cumulative and not one of them shall be exclusive of the other and Buyer shall have the right to pursue any or all of such remedies or to seek damages or specific performance as in the event of any breach of the terms hereof by Seller or to pursue any other remedy or relief which may be provided by law or equity, whether or not stated in this Agreement.

38. Heirs and Assigns. Subject to the provisions regarding assignment set forth above, this Agreement shall bind and inure to the benefit of the respective heirs, representatives, successors and assigns of the parties hereto.

39. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of the executed Agreement may be accomplished by fax or electronic mail, and if so done, the fax copy or electronically mailed copy shall be deemed an executed counterpart of this Agreement.

40. Dates for Performance. In the event the date for performance of any act required hereunder, such as giving notice, making a deposit, beginning or end of a period, falls on a Saturday, Sunday or legal holiday, such date shall be extended to the next business day afterward that is not a Saturday, Sunday or legal holiday.

41. No Partnership or Joint Venture. Seller or Buyer shall not, by virtue of this Agreement, in any way or for any reason be deemed to have become a partner of the other in the conduct of its business or otherwise, or a joint venturer. In addition, by virtue of this Agreement there shall not be deemed to have occurred a merger of any joint enterprise between Buyer and Seller.

42. Confidentiality. Buyer agrees that the items supplied to Buyer shall be used only to evaluate the acquisition of the Property from Seller. Without limiting the foregoing, Buyer understands that Buyer may receive certain nonpublic personal information regarding the Property. Buyer agrees not to divulge the contents of such items or any other information regarding the Property except (a) to Buyer's owners and lenders, (b) to Buyer's employees, consultants, agents, contractors, attorneys, accountants and advisors with a need to know, and (c) pursuant to any legal obligation. The foregoing shall not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by Buyer or Seller; (b) was readily available to Buyer or Seller on a non-confidential basis prior to its disclosure hereunder; or (c) was already lawfully in Buyer or Seller's possession, respectively. The provisions of this section shall expire upon the Closing.

43. Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

44. Cooperation.

(a) Exchange. Buyer agrees to cooperate with Seller in completing an exchange qualifying for nonrecognition of gain under Internal Revenue Code Section 1031, if exercised by Seller. Seller reserves the right to convert this transaction to an exchange at any time before the Closing. Seller and Buyer agree, however, that consummation of the transaction contemplated by this Agreement is not predicated or conditioned on completion of such an exchange. If Seller elects to complete an exchange, Buyer shall execute all escrow instructions, documents, agreements, or instruments reasonably requested by Seller to complete the exchange, provide that (i) Buyer shall incur no additional liabilities, expenses, or costs as a result of or connected with the exchange, (ii) Buyer shall not be required to take title to any other property.

(b) Tax Incentive. Buyer and Seller acknowledge and agree that Buyer intends to engage in discussions with the Alderman and the City of Chicago Department of Planning and Development to pre-qualify the anticipated development of the property for a tax incentive and to procure any and all documentation reasonably necessary to facilitate the application for a tax incentive. If Seller provides information or supporting documentation included in materials submitted by Buyer in connection with a tax incentive application, Seller will have the right to reasonably approve the submitted materials, provided that Buyer may redact any confidential or proprietary information from materials reviewed by Seller. Buyer and Seller further acknowledge that although a resolution passed by the City of Chicago is a necessary requirement for a property tax incentive, it does not guarantee final passage of the property tax incentive by the Cook County Assessor, Cook County Bureau of Economic Development, or the Cook County Board of Commissioners

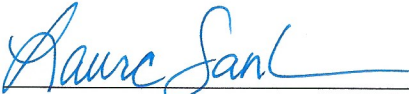
45. No Brokers. Each of Buyer and Seller represent to the other that they have employed no broker as a part of this transaction. Each of Buyer and Seller will indemnify, defend and hold harmless the other in the event a third party asserts a claim that it is acting as a broker on their behalf.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date written below.

Seller: Aurora Chicago Lakeshore Hospital, LLC

Signature Healthcare Services, LLC,
a Michigan limited liability company

By: Signature Healthcare Management, Inc.,
a Delaware corporation
Its: Manager

By: 
Print: Laura Sanders
Its: Secretary
Date: 1/26/2021

Buyer: Acadia Healthcare Company, Inc.,
a Delaware corporation

By: _____
Print: _____
Its: _____
Date: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date written below.

Seller: Aurora Chicago Lakeshore Hospital, LLC

Signature Healthcare Services, LLC,
a Michigan limited liability company

By: Signature Healthcare Management, Inc.,
a Delaware corporation
Its: Manager

By: _____

Print: _____

Its: _____

Date: _____

Buyer: Acadia Healthcare Company, Inc.,
a Delaware corporation

By: Debra K. Osteen

Print: Debra K. Osteen

Its: CEO

Date: July 26, 2021

LIST OF SCHEDULES

Schedule 5 Due Diligence Information

Schedule 5

Due Diligence Information

Seller's Delivery of Specified Documents. Seller shall deliver to Purchaser copies of the following Due Diligence Information within three (3) business days after the date of this Agreement:

(a) **Tax Statements.** Copies of ad valorem tax statements, bills, and value renditions relating to the Property (real and personal) for the 2020 tax year and, to the extent available, for the 2021 tax year;

(b) **Service Contracts.** All service, supply, equipment rental, and similar contracts or leases related to the ownership, operation, maintenance or repair of the Property (the "Service Contracts"), a schedule of which is attached hereto as **Exhibit F**, which exhibit shall identify those service contracts that can be cancelled with thirty (30) days (or less) prior notice without a penalty or termination fee;

(c) **Utility Bills.** All utility bills for the Property for the most recent twelve (12) months;

(d) **Plans and Specifications.** Construction plans and specifications of all Improvements;

(e) **Pending Litigation.** Full and complete disclosure of any and all pending litigation, threatened litigation or possible lawsuits by or against Seller, its agents or employees in conjunction with the ownership, operation and maintenance or rehabilitation of any of the Property;

(f) **Title and Survey Matters.** Any existing title insurance policies (with copies of all title exceptions) and surveys relating to the Property;

(g) **Environmental Information.** All existing soil, mold and environmental reports relating to the Property in Seller's possession;

(h) **Engineering Reports.** All existing engineering reports relating to the Property in Seller's possession;

(i) **Insurance Claims.** Three (3) year insurance loss/claim history for the Property, including the status and amount of the claims referenced thereon;

(j) **Capital Improvements.** A list of capital improvements completed or commenced within the last year;

(k) **Documents Evidencing Compliance with Governmental Requirements (Non-healthcare matters).** All licenses, permits, certificates of occupancy, and all other documents evidencing compliance with governmental requirements applicable to the Property, other than those licenses specific to healthcare;

(l) **Notices.** All written notices regarding environmental matters, zoning, building or municipal code violations and other violations of law;

(m) Healthcare Licensure. Copies of all healthcare related governmental licenses, including but not limited to state licenses and Certificates of Need, together with documentation relating to the current status of each.

(n) Warranties. All warranties, including, but not limited to, HVAC, roof, equipment and construction warranties;

(o) Proof of Building Code Compliance. A list of any actual, pending or threatened building code violations at the Property along with a written summary of any such violations occurring within the period of time that is twelve (12) months prior to the Effective Date;

(p) Personal Property. A reasonably detailed schedule or listing all fixed assets and other personal property located at the Property to be transferred to Buyer at the Closing.

LIST OF EXHIBITS

Exhibit A	Property Descriptions
Exhibit B	List of Excluded Personal Property
Exhibit C	Form of Transferor's Certificate of Non-Foreign Status
Exhibit D	Form of Blanket Assignment
Exhibit E	Bill of Sale
Exhibit F	Service Contracts
Exhibit G	Permits
Exhibit G-1	Form of Assignment of Permits
Exhibit H	Pending Litigation

EXHIBIT A

Legal Descriptions of Property

EXHIBIT B

List of Excluded Personal Property

[to be inserted, if any]

EXHIBIT C

Form of Transferor's Certificate of Non-Foreign Status

EXHIBIT D

Blanket Assignment

Form of Blanket Assignment**ASSIGNMENT OF WARRANTIES, LICENSES AND CONTRACTS**

THIS ASSIGNMENT OF WARRANTIES, LICENSES AND CONTRACTS (this “**Assignment**”) is made this ____ day of _____, _____, by and between _____, a _____ (“**Assignor**”), and _____, a _____ (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignor has of even date herewith conveyed to Assignee certain premises known as _____ located in _____, _____, and improvements located thereon being more particularly described on Exhibit “A” attached hereto (collectively, “**Property**”).

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) in hand paid to Assignor, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Warranties and Guaranties. Assignor does hereby convey, assign, transfer and set over to Assignee all of Assignor’s right, title, interest, powers and privileges in and under all guaranties and warranties, from any contractor, subcontractor, vendor, manufacturer, supplier or other person in connection with the construction, manufacture, development, installation, operation and maintenance of any and all improvements, fixtures, equipment and personal property located on or used in connection with the Property, if any (the “**Warranties**”).
2. Licenses, Permits and Certificates. Assignor does hereby assign, convey, transfer and set over to Assignee all of Assignor’s right, title, interest, powers and privileges in and under all assignable licenses, certificates and permits relating to the operation of the Property, if any (the “**Permits**”).
3. Service Contracts. Assignor does hereby assign, convey, transfer and set over to Assignee all of Assignor’s right, title, interest, powers, and privileges in and to all assignable service agreements and leases relating to the operation of the Property, as further described by Exhibit “B” attached hereto (the “**Contracts**”).
4. Intangible Personal Property. Assignor does hereby assign, convey, transfer and set over to Assignee all of Assignor’s right, title, interest, powers and privileges in and to all development rights and entitlements with respect to the Property and any and all other intangible property used or useful with respect to the Property (the “Intangible Personal Property”).
5. Miscellaneous. Each of the parties hereto agrees that it shall, upon the reasonable request of the other, execute and deliver such further documents as may be so requested in order to more fully assure that the purposes of this Assignment are fulfilled. This Assignment shall inure to the benefit of and be binding upon the successors and assigns of Assignor and Assignee. This Assignment shall be construed under and enforced in accordance with the laws of the State of Illinois. This Assignment may be executed in any number of counterparts, each of which counterparts, when executed and delivered, shall be deemed

to be an original and all of which counterparts, when taken together, shall constitute but one and the same instrument.

Signatures on Following Page.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed the day and year first above written.

ASSIGNOR:

_____, a

By: _____

Printed Name: _____

Its: _____

ASSIGNEE:

_____, a

By: _____

Printed Name: _____

Its: _____

Exhibit A – Legal Description of Property
Exhibit B – Service Contracts

EXHIBIT E

Bill of Sale

Form of Limited Warranty Bill of Sale**LIMITED WARRANTY BILL OF SALE**

WHEREAS, pursuant to that certain Agreement of Purchase and Sale dated as of _____, _____, (the “**Contract**”), _____, a _____ (“**Seller**”) agreed to convey and transfer to _____, a _____ (“**Buyer**”), fee simple title to that certain tract of land more particularly described in **Exhibit “A”** attached hereto as a part hereof, together with all improvements located thereon (the “**Real Property**”), which property is presently known as _____; and

WHEREAS, in connection with the above described conveyance Seller desires to sell, transfer and convey to Buyer certain items of tangible personal property as hereinafter described;

NOW, THEREFORE, in consideration of the receipt of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid in hand by Buyer to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller has GRANTED, CONVEYED, SOLD, TRANSFERRED, SET OVER and DELIVERED and by these presents does hereby GRANT, SELL, TRANSFER, SET OVER and DELIVER to Buyer, its legal representatives, successors and assigns, all of its right, title and interest in and to all fixtures, fittings, appliances, apparatus, equipment, machinery, and all other items of personal property owned by the Seller which are affixed or attached to or placed or situated upon the Real Property and used in the operation thereof (collectively the “**Personal Property**”), including, without limitation, the Personal Property described in **Exhibit “B”** attached hereto; **TO HAVE AND TO HOLD**, all and singular, the Personal Property unto Buyer forever.

Seller hereby represents and warrants to Buyer that (a) the Personal Property is not subject to any assignment, claim, lien or encumbrance, and that no circumstance has occurred that, with notice or the passage of time or both, will constitute such an assignment, claim, lien or encumbrance, and (b) Seller owns and has the right to grant, convey, bargain, sell, assign, transfer, set over and deliver the Personal Property as hereinabove provided.

Seller hereby binds itself, its legal representatives, successors and assigns, to **WARRANT, and FOREVER DEFEND** title to the Personal Property unto Buyer, its legal representatives, successors and assigns, against every person claiming by, through or under Seller, but against no other.

[Signature on Following Page]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale, pursuant to due authority, this _____ day of _____, _____.

_____, a

By: _____

Printed Name: _____

Its: _____

STATE OF _____)
)SS:
COUNTY OF _____)

I, _____, a notary public residing in the county and state aforesaid, do certify that _____, who is personally to me known, and who is _____ of _____, a _____, this day appeared before me personally and did acknowledge that he did sign, seal and deliver the foregoing instrument of his own free will and accord on behalf of the _____, for the purposes therein named and expressed.

In witness whereof, I have hereunto set my hand and official seal, this ____ day of _____, _____.

Notary Public
My Commission Expires:

[insert state specific acknowledgment in lieu of foregoing]

Exhibit A – Legal Description of Real Property
Exhibit B – Personal Property

EXHIBIT F

Service Contracts

[to be inserted]

EXHIBIT G

Permits

[to be inserted]

EXHIBIT G-1

Form of Assignment of Permits

ASSIGNMENT AND ASSUMPTION OF LICENSES AND PERMITS

THIS ASSIGNMENT AND ASSUMPTION OF LICENSES AND PERMITS (this "**Agreement**") is made and entered into as of _____ (the "**Effective Date**"), by and among _____ (collectively, "**Assignor**") and _____ ("**Assignee**").

WHEREAS, pursuant to that certain Purchase and Sale Agreement between Aurora Chicago Lakeshore Hospital, LLC ("**Seller**"), as seller, and Assignee, as buyer (as amended, the "**Purchase Agreement**"), Seller has this day conveyed to Assignee fee simple title to certain real property in Chicago, Cook County, Illinois (collectively, the "**Property**"), including without limitation the freestanding psychiatric hospital consisting of 161-beds (the "**Hospital**") contained within the two building located at 4840 N. Marine Drive and 4720 N. Clarendon Avenue, and an outpatient program at 850 W. Laurence Avenue; and

WHEREAS, pursuant to the Purchase Agreement and in connection with the sale of the Property to Assignee, Assignor desires to assign to assignee those certain licenses and permits described on Exhibit A attached hereto and incorporated herein (collectively, the "**Permits**"); and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** All capitalized terms in this Agreement that are not defined in this Agreement but are defined in the Purchase Agreement shall have the definitions stated in the Purchase Agreement.

2. **Assignment and Assumption.** Assignor hereby sells, conveys, transfers, assigns, sets over, and delivers to Assignee, and Assignee hereby accepts and assumes, all of Assignor's rights, title, and interest in and to the Permits, including the right of Assignee to exercise all rights, powers, and privileges of Assignor under the Permits. Assignee hereby accepts the assignment from Assignor of such Permits and assumes same as of the Effective Date.

3. **Further Assurances.** To the extent consistent with the terms and conditions of the Purchase Agreement and/or this Agreement, the parties hereby agree to take such additional actions and to execute, acknowledge and deliver any and all other acts, instruments or other documents as may reasonably be required to effect the intent and purposes of this Agreement and the transactions contemplated hereby and/or by the Purchase Agreement. Notwithstanding any provision to the contrary contained herein, to the extent the issuer of any Permit(s) or any governmental or quasi-governmental authority having jurisdiction over any Permit(s) requires that the Permit be assigned by a separate agreement or requires any further documentation in connection with the assignment of any Permit(s), Assignor agrees to execute and deliver such separate agreement(s) or further documentation upon request of Assignee.

4. **Representations and Warranties.** Assignor warrants and represents to Assignee that there are no provisions in or agreements relating to any of the Permits (including applications therefor) that would preclude or limit Assignee from operating the Property as the Hospital following the Closing. Assignor has received all necessary consents and approvals for the assignment of the Permits to Assignee.

The Permits are in full force and effect and will remain so on identical terms upon consummation of the transactions contemplated in the Purchase Agreement, and no proceeding is pending or, to the Assignor's knowledge, threatened, seeking the revocation, suspension, termination or limitation of any such Permits.

5. **Amendment and Modification; Waiver.** This Agreement may be amended, modified and supplemented by written instrument authorized and executed by Assignee and Assignor at any time with respect to any of the terms contained herein. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

6. **No Third-Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns and nothing herein is intended or shall be construed to confer upon any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies or claims under, or by any reason of, this Agreement or any term, covenant or condition hereof.

7. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

8. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed, construed and enforced in accordance with the laws of the State of Illinois.

9. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or Portable Document Format (PDF) shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption of Licenses and Permits effective as of the Effective Date.

ASSIGNOR:

By: _____
Name: _____
Title: _____

ASSIGNEE:

By: _____
Name: _____
Title: _____

EXHIBIT A

Assigned Permits

[to be inserted prior to Closing]

EXHIBIT H

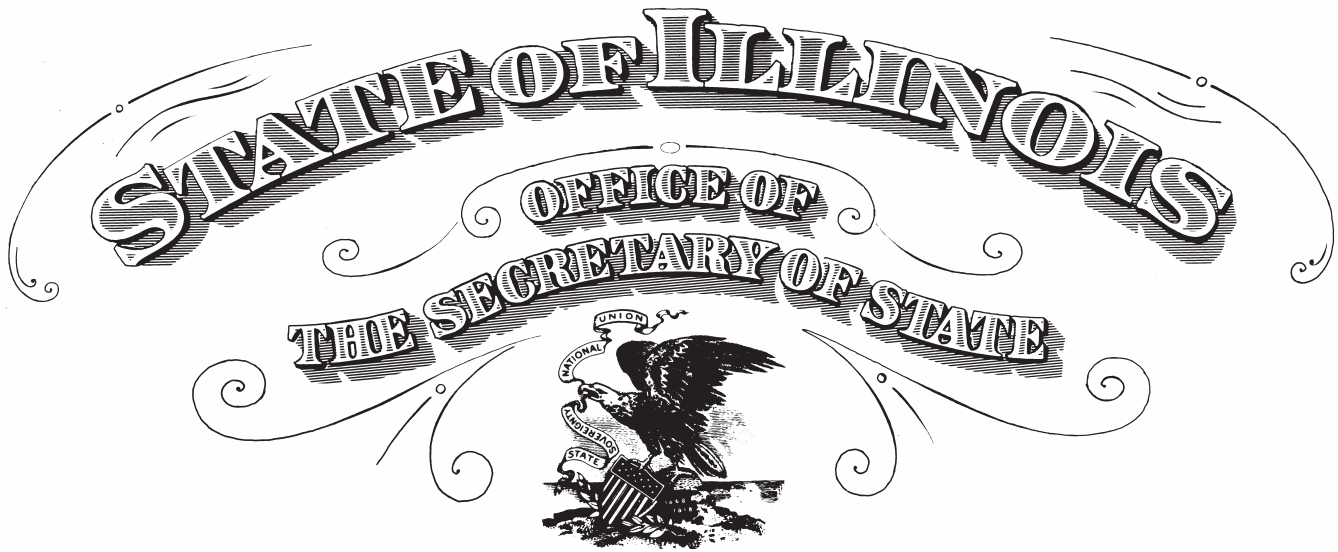
Section 21(a)(vii) Disclosures - Litigation

Section I, Identification, General Information, and Certification
Operating Identity/Licensee

The Illinois Certificate of Good Standing for Chicago BH Hospital is attached at Attachment – 3.

File Number

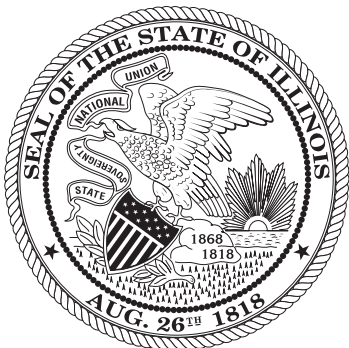
0874321-5



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

CHICAGO BH HOSPITAL, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON AUGUST 05, 2021, 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.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 9TH
day of AUGUST A.D. 2021 .

Jesse White

SECRETARY OF STATE

Authentication #: 2122102540 verifiable until 08/09/2022

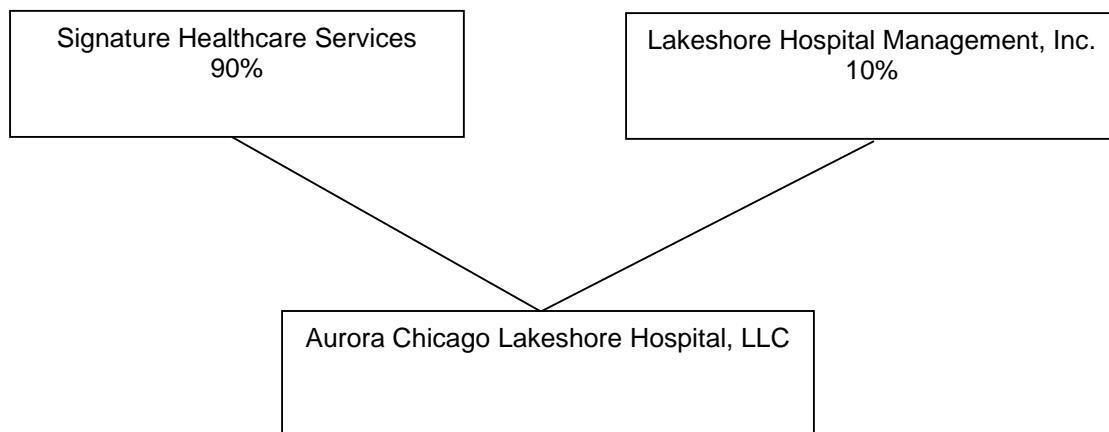
Authenticate at: <http://www.ilsos.gov>

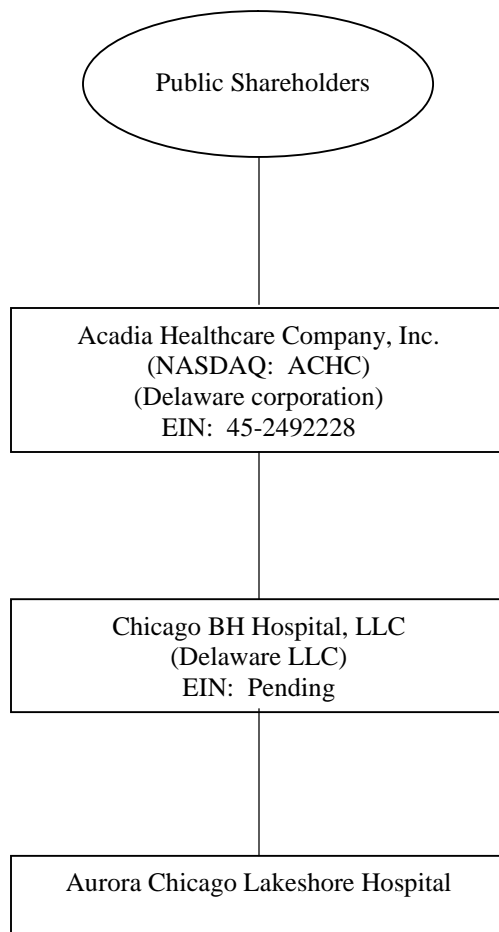
Section I, Identification, General Information, and Certification

Organizational Relationships

The organizational charts showing the current organizational structure of Aurora Chicago Lakeshore Hospital, along with the post-transaction ownership structure are attached at Attachment - 4.

Pre-Transaction Organizational Chart



Post-Transaction Organization Chart


Section II, Background of the Applicant

1. A list of health care facilities owned or operated by Signature Healthcare Services, LLC, Aurora Chicago Lakeshore Hospital, LLC, Acadia Healthcare Company, Inc., and Chicago BH Hospital, LLC, in Illinois including licensing and certification information is attached at Attachment – 5A.
2. Letters from the Applicants certifying no adverse action has been taken against any facility owned and/or operated by the Applicants in Illinois during the three years prior to filing this application is attached at Attachment – 5B.
3. An authorization permitting the State Board and the Illinois Department of Public Health (“IDPH”) access to any documents necessary to verify information submitted, including, but not limited to: official records of IDPH or other State agencies is attached at Attachment – 5B.

Signature Healthcare Services, LLC			
Name	Address	City	License No.
Aurora Chicago Lakeshore Hospital, LLC d/b/a Aurora Chicago Lakeshore Hospital	4840 North Marine Drive	Chicago	0005207

Aurora Chicago Lakeshore Hospital, LLC			
Name	Address	City	License No.
Aurora Chicago Lakeshore Hospital, LLC d/b/a Aurora Chicago Lakeshore Hospital	4840 North Marine Drive	Chicago	0005207

Acadia Healthcare Company, Inc.			
Name	Address	City	License No.
Timberline Knolls	40 Timberline Drive	Lemont	A-7835-0003-A
Sequoia Lodge and Oak Lodge	40 Timberline Drive	Lemont	518540-04

 Illinois Department of PUBLIC HEALTH			HF 118891
LICENSE, PERMIT, CERTIFICATION, REGISTRATION			
The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.			
Ngozi O. Ezike, M.D. Director		Issued under the authority of the Illinois Department of Public Health	
EXPIRATION DATE	CATEGORY	I.D. NUMBER	
10/18/2020		0005207	
Psychiatric Hospital Effective: 10/19/2019			
Aurora Chicago Lakeshore Hospital, LLC dba Aurora Chicago Lakeshore Hospital 4840 N Marine Drive Chicago, IL 60640			
The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #19-493-001 10M 9/18			

State of Illinois
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

Type of Facility
CHILD CARE INSTITUTION

PRINT DATE: 02-26-2021

NO.
518540-04

LICENSE ISSUED TO
TIMBERLINE KNOLLS
40 TIMBERLINE DR
LEMONT IL 60439-3848

Effective Dates
01-30-2021 - 01-30-2025

Capacity
000
059
000

Supervising Child Welfare Agency

Area Used for Children

SEQUOIA LODGE AND OAK LODGE

Ages of Children Served
DAY: 12Y TO 21Y

Mailing Address for this facility is:

TIMBERLINE KNOLLS
40 TIMBERLINE DR
LEMONT IL 60439-3848

Acting Director
Marc D. Smith



6A- -C9

NOT TRANSFERABLE -- Supersedes all prior licenses for type of care specified above.

State of Illinois
Department of Human Services

LICENSE #: A-7835-0003-A

EXPIRES 08/31/22


The person, firm or corporation whose name appears on this license and/or medicaid certificate has complied with the required provisions of Illinois Statutes and Rules and is hereby licensed and/or medicaid certified to provide substance use prevention and recovery services in the category(ies) stated below:

LICENSED TREATMENT

LEVEL 3.1 ADULT
LEVEL 3.1 ADOLESCENT
LEVEL 3.5 ADULT
LEVEL 3.5 ADOLESCENT

LICENSEE: TK BEHAVIORAL, LLC / DBA TIMBERLINE
KNOLLS
40 TIMBERLINE DR. MAPLE & SEQUIOA-ELM
LEMONT, IL 60439-3848

APPROVED: 02/14/20



Director of Division of Substance Use Prevention & Recovery

Issued under the authority of the State of Illinois, Department of Human Services

DCN:
009080

Debra Savage
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Chair Savage:

Pursuant to 77 Ill. Admin. Code § 1110.110(a)(2)(C), I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 of the following:

1. On December 23, 2019, the Centers for Medicare and Medicaid Services terminated Aurora Chicago Lakeshore Hospital, LLC's ("CLS") participation in the Medicare program. CLS has not sought to re-enroll in the Medicare program.
2. On January 27, 2020, the Illinois Department of Public Health ("IDPH") initiated a licensure revocation action against CLS. IDPH and CLS are currently negotiating a settlement agreement that will allow for the reinstatement of the license.
3. I hereby certify that no other adverse actions have been taken against any health care facility owned or operated by Signature Healthcare Services, LLC in the State of Illinois, directly or indirectly, within three years prior to filing of this application

Additionally, pursuant to 77 Ill. Admin. Code § 1110.1540(b)(3)(J), I hereby authorize the Health Facilities and Services Review Board ("HFSRB") IDPH access to any documents necessary to verify information submitted as part of this application for permit. I further authorize HFSRB and IDPH to obtain any additional information or documents from other government agencies which HFSRB or IDPH deem pertinent to process this application for permit.

Sincerely,



Hana Attar, Esq.
Vice President
Managing Counsel, Strategic Planning
Signature Healthcare Services, LLC



Debra Savage
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Chair Savage:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 that no adverse action has been taken against any Illinois facility owned or operated by Acadia Healthcare Company, Inc. during the three years prior to filing this application.

Additionally, pursuant to 77 Ill. Admin. Code § 1110.1540(b)(3)(J), I hereby authorize the Health Facilities and Services Review Board ("HFSRB") and the Illinois Department of Public Health ("IDPH") access to any documents necessary to verify information submitted as part of this application for permit. I further authorize HFSRB and IDPH to obtain any additional information or documents from other government agencies which HFSRB or IDPH deem pertinent to process this application for permit.

Sincerely,

A handwritten signature in blue ink, appearing to read "CH", is written over the word "Sincerely,".

Christopher L. Howard.
Vice President and Secretary
Acadia Healthcare Company, Inc.



Debra Savage
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Chair Savage:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 that no adverse action has been taken against any Illinois facility owned or operated by Chicago BH Hospital, LLC during the three years prior to filing this application.

Additionally, pursuant to 77 Ill. Admin. Code § 1110.1540(b)(3)(J), I hereby authorize the Health Facilities and Services Review Board ("HFSRB") and the Illinois Department of Public Health ("IDPH") access to any documents necessary to verify information submitted as part of this application for permit. I further authorize HFSRB and IDPH to obtain any additional information or documents from other government agencies which HFSRB or IDPH deem pertinent to process this application for permit.

Sincerely,

A handwritten signature in black ink, appearing to be "CLH" followed by a flourish.

Christopher L. Howard.
Vice President and Secretary
Chicago BH Hospital, LLC

Section III, Change of Ownership (CHOW)**Criterion 1130.520 Requirements for Exemptions Involving the Change of Ownership of a Health Care Facility****Applicable Review Criteria – CHOW****1. 1130.520(b)(1)(A) – Names of the Parties**

Signature owns 90% of the outstanding equity interest in Aurora Chicago Lakeshore Hospital, LLC.

CLS is the current operator/licensee of the Hospital.

Chicago BH Hospital will be the operator/licensee of the Hospital after the planned transaction.

Acadia is the sole member of Chicago BH Hospital.

2. 1130.520(b)(1)(C) – Structure of the Transaction

Acadia, Chicago BH Hospital, Signature, and CLS propose a change of ownership of Aurora Chicago Lakeshore Hospital a 161-bed psychiatric hospital located at 4840 North Marine Drive, Chicago, Illinois (the "Hospital").

Chicago BH Hospital will acquire substantially all of the assets of the Hospital. As a result of the transaction, Chicago BH Hospital will become the operator and licensee of the Hospital. Acadia and Signature are applicants for this COE application, as they have ultimate control of Chicago BH Hospital and CLS, respectively.

3. 1130.520(b)(1)(D) – Name of Licensed Entity After Transaction

Chicago BH Hospital, LLC

4. 1130.520(b)(1)(E) – List of Ownership or Membership Interest in the Licensed Entity Prior to and After the Transaction

The organizational charts showing the current organizational structure for Aurora Chicago Lakeshore Hospital, along with the post-transaction ownership structure are attached at Attachment - 4.

5. 1130.520(b)(1)(F) – Fair Market Value of the Assets to be Transferred

\$51,000,000, subject to post-closing adjustments

6. 1130.520(b)(1)(G) – Purchase Price of Other Forms of Consideration to be Paid

\$51,000,000, subject to post-closing adjustments

7. 1130.520(b)(2) – Affirmations

Aurora Chicago Lakeshore Hospital has no outstanding certificate of need permits or certificate of exemption approvals.

8. 1130.520(b)(3) – If Ownership change is for a hospital, affirmation that the facility will not adopt a more restrictive charity care policy than the policy that was in effect one year prior to the transaction.

Chicago BH Hospital, LLC agrees that for a period of two years following the closing of the Planned Transaction, it will not adopt a more restrictive charity care (financial assistance) policy than the policy that was in effect one year prior to the closing date of the Planned Transaction.

9. 1130.520(b)(4) – Anticipated Benefits to the Community

Acute mental illness services at the Hospital were temporarily suspended as of April 17, 2020. Through the acquisition of the Hospital's assets, Chicago BH Hospital will resume acute mental illness services at the Hospital. This will improve access to behavioral health services for residents of the community. As mental health issues have been exacerbated by the COVID-19 pandemic, behavioral health resources are needed now more than ever.

10. 1130.520(b)(5) – Anticipated or Potential Cost Savings

The Applicants have not identified any empirically quantifiable cost savings at the outset of proposed transaction.

11. 1130.520(b)(6) – Quality Improvement Program

Chicago BH Hospital, LLC will participate in Acadia Healthcare's enterprise-wide Quality and Safety Program. Meeting and exceeding compliance with the Joint Commission accreditation standards, individual state rules and regulations, and Centers for Medicare and Medicaid Services (CMS) conditions of participation are fundamental components of Acadia's clinical operations and quality management. Acadia's focus on developing and deploying various evidence-based practices across the enterprise drives process improvement in the delivery of care and ensures safety and quality of services across all of Acadia's treatment settings and patient populations.

The Acadia Quality and Safety Program encompasses five pillars of high reliability, service readiness through survey readiness, meaningful use of data, training and development, and culture of safety and caring. We utilize the concept of high reliability to create behavioral health-specific principles in practice for actionable initiatives such as leadership rounds and safe huddles. Just Culture is also a key aspect of our quality and safety program in ensuring a fair, effective response when errors occur and in maintaining a focus on safe systems of care. Our use of high reliability and Just Culture are compatible in enhancing and developing programs of excellence due to their nature of understanding true root causes of challenges, in implementing sustainable and targeted solutions, and fostering engagement of leaders and staff. The process improvement program is designed to provide an integrated approach to increasing desired patient outcomes by analyzing those governance, managerial, clinical and support processes that most affect patient outcomes.

Acadia measures and assesses outcomes related to patient care as part of a standardized process improvement program. Patient satisfaction, also a focus of Acadia, is one of our most important measures and is driven by our emphasis on clinical excellence throughout our organization. We recognize the accelerating need for data-driven decision-making in healthcare as we look to promote best practices, demonstrate program results, and address an emerging value-based payor environment.

Acadia is deeply committed to quality in all our facilities. Every year we invest millions of dollars in facility upgrades, safety improvements, maintenance, and other enhancements to improve patient experience and deliver high quality care. We listen to both our internal and external customers to measure our quality against their expectations. On-going staff training, and performance

improvement are among the initiatives shared throughout the company to ensure that each patient, regardless of location, receives the quality services they need and deserve.

12. 1130.520(b)(7) – Selection Process for Governing Body

The Governing Board shall consist of at least six (6) but no more than seven (7) members and shall include the following ex officio positions: Chief Executive Officer, the applicable Acadia Healthcare Division President, Facility Chief Financial Officer, Nurse Executive, Chief Medical Officer/Medical Director and the assigned Acadia Healthcare Director of Quality and Compliance, as that role or title may be amended from time to time.

Ex officio Governing Board Members shall be deemed appointed to the Governing Board upon assumption of their positions. Other Governing Board Members shall be appointed by the Governing Board, which appointment shall be subject to the approval of the Managing Member and/or Board of Directors.

13. 1130.520(b)(9) – Change to Scope of Service or Levels of Care

There are no proposed changes to the scope of services or levels of care that were planned to be provided at the facility that are anticipated to occur within 24 months after the corporate restructuring.

Section IV – Charity Care Information

The table below provides charity care information for the most recent three years for Aurora Chicago Lakeshore Hospital.

CHARITY CARE			
	2018	2019	2020
Net Patient Revenue	\$34,763,020	\$21,714,564	\$6,214
Amount of Charity Care (charges)	\$1,149,983	\$1,280,510	\$518,155
Cost of Charity Care	\$1,149,983	\$1,280,510	\$518,155

After paginating the entire completed application indicate, in the chart below, the page numbers for the included attachments:

INDEX OF ATTACHMENTS			
ATTACHMENT NO.			PAGES
1	Applicant Identification including Certificate of Good Standing		19-23
2	Site Ownership		24-64
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.		65-66
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.		67-69
5	Background of the Applicant		70-77
6	Change of Ownership		78-80
7	Charity Care Information		81