

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: UnityPoint Health – Trinity Rock Island		
Street Address: 2701 17 th Street		
City and Zip Code: Rock Island, Illinois 61201		
County: Rock Island	Health Service Area: 10	Health Planning Area: C-05

Legislators

State Senator Name: Michael W. Halpin
State Representative Name: Gregg Johnson

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

Exact Legal Name: SummitOne Enterprises, Inc.
Street Address: The Cooper Center, 9521 San Mateo Boulevard NE
City and Zip Code: Albuquerque, New Mexico 87113
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: Dale Maxwell
CEO Street Address: The Cooper Center, 9521 San Mateo Boulevard NE
CEO City and Zip Code: Albuquerque, New Mexico 87113
CEO Telephone Number: 505-923-5700

Type of Ownership of Applicants

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

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

o Partnerships must provide the name of the state in which 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: Tracey Klein/Anne Cooper
Title: Attorney
Company Name: Polsinelli PC
Address: 150 North Riverside Plaza, Suite 3000, Chicago, Illinois 60606
Telephone Number: 312-873-3616/312-873-3606
E-mail Address: TKlein@polsinelli.com/ACooper@polsinelli.com
Fax Number:

Facility/Project Identification

Facility Name: UnityPoint Health – Trinity Rock Island		
Street Address: 2701 17 th Street		
City and Zip Code: Rock Island , Illinois 61201		
County: Rock Island	Health Service Area: 10	Health Planning Area: C-05

Legislators

State Senator Name: Michael W. Halpin
State Representative Name: Gregg Johnson

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

Exact Legal Name: Iowa Health System d/b/a UnityPoint Health
Street Address: 1776 West Lakes Parkway, Suite 400
City and Zip Code: West Des Moines, Iowa 50266
Name of Registered Agent: URS Agents, LLC
Registered Agent Street Address: 30 North LaSalle Street, Suite 1510
Registered Agent City and Zip Code: Chicago, Illinois 60602
Name of Chief Executive Officer: Clay Holderman
CEO Street Address: 1776 West Lakes Parkway, Suite 400
CEO City and Zip Code: West Des Moines, Iowa 50266
CEO Telephone Number: (515) 241-8215

Type of Ownership of Applicants

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

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

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Facility/Project Identification

Facility Name: UnityPoint Health – Trinity Rock Island		
Street Address: 2701 17 th Street		
City and Zip Code: Rock Island , Illinois 61201		
County: Rock Island	Health Service Area: 10	Health Planning Area: C-05

Legislators

State Senator Name: Michael W. Halpin
State Representative Name: Gregg Johnson

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

Exact Legal Name: Trinity Medical Center d/b/a Trinity Rock Island
Street Address: 2701 17 th Street
City and Zip Code: Rock Island, Illinois 61201
Name of Registered Agent: Robert J. Erickson
Registered Agent Street Address: 2701 17 th Street
Registered Agent City and Zip Code: Rock Island, Illinois 61201
Name of Chief Executive Officer: Robert J. Erickson
CEO Street Address: 500 John Deere Road
CEO City and Zip Code: Moline, Illinois 61265
CEO Telephone Number: (309) 779-5000

Type of Ownership of Applicants

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

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

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E-mail Address: TKlein@polsinelli.com/ACooper@polsinelli.com
Fax Number:

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

Name:
Title:
Company Name:
Address:
Telephone Number:
E-mail Address:
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: Tracey Klein/Anne Cooper
Title: Attorney
Company Name: Polsinelli PC
Address: 150 North Riverside Plaza, Suite 3000, Chicago, Illinois 60606
Telephone Number: 312-873-3616/312-873-3606
E-mail Address: TKlein@polsinelli.com/ACooper@polsinelli.com
Fax Number:

Site Ownership after the Project is Complete

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Trinity Medical Center
Address of Site Owner: 500 John Deere Road, Moline, Illinois 61265
Street Address or Legal Description of the Site: 2701 17 th Street, Rock Island, Illinois 61201
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 <u>ATTACHMENT 2</u>, 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: Trinity Medical Center d/b/a UnityPoint Health – Trinity Rock Island		
Address: 2701 17 th Street, Rock Island, Illinois 61201		
☒ Non-profit Corporation ☐ For-profit Corporation ☐ Limited Liability Company ☐ Other	☐ Partnership ☐ Governmental ☐ Sole Proprietorship	☐

Operating Identity/Licensee after the Project is Complete

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

Exact Legal Name: Trinity Medical Center d/b/a UnityPoint Health – Trinity Rock Island	
Address: 2701 17 th Street, Rock Island, Illinois 61201	
☒ Non-profit Corporation ☐ For-profit Corporation ☐ Limited Liability Company ☐ Other	☐ Partnership ☐ Governmental ☐ Sole Proprietorship
o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. o 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.

Iowa Health System d/b/a UnityPoint Health, an Iowa nonprofit corporation and a Section 501(c)(3) corporation under the Internal Revenue Code ("UPH") and Presbyterian Healthcare Services, a New Mexico nonprofit corporation and a Section 501(c)(3) corporation under the Internal Revenue Code ("Presbyterian") have entered into a definitive agreement whereby each party and its subsidiaries will become financially and operationally integrated and whereby a new parent entity, SummitOne Enterprises, Inc., will be formed to serve as the sole corporate member of the two existing health systems, UPH and Presbyterian. The planned transaction is scheduled to close July 1, 2023, or as soon thereafter as all closing conditions have been satisfied.

Subject to approval of this Change of Ownership Application for Exemption, neither the licensed facility of the hospital nor the legal entity operating the hospital and maintaining responsibility for the hospital will change as a result of the UPH and Presbyterian integration. No consideration (money, property, or other assets) will be exchanged between UPH and Presbyterian in connection with the definitive agreement.

Related Project Costs

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

Land acquisition is related to project ☐ Yes ☒ No Purchase Price: \$ _____ Fair Market Value: \$ _____

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): July 1, 2023, 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
- ☒ APORS
- ☒ All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
- ☒ All reports regarding outstanding permits

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 representatives of the applicant entity. Authorized representatives 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 is filed on the behalf of SummitOne Enterprises, 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 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 fee required for this application is sent herewith or will be paid upon request.



Signature

Dale Maxwell

Printed Name

Chief Executive Officer

Printed Title

Notarization:

Subscribed and sworn to before me
this 17 day of May 2023



Signature of Notary

Seal

*Insert the EXACT legal name of the applicant

CAROLYN WOODHULL
Notary Public - State of New Mexico
Commission # 1115471
My Comm. Expires Sep 23, 2024

Signature

Clay Holderman

Printed Name

President

Printed Title

Notarization:

Subscribed and sworn to before me
this ____ day of ____

Signature of Notary

Seal

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

CERTIFICATION

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Signature

Dale Maxwell

Printed Name

Chief Executive Officer

Printed Title

Notarization:

Subscribed and sworn to before me
this ____ day of _____

Signature of Notary

Seal

*Insert the EXACT legal name of the applicant

Signature

Clay Holderman

Printed Name

President

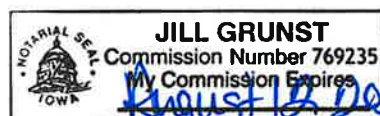
Printed Title

Notarization:

Subscribed and sworn to before me
this 16th day of May, 2023

Signature of Notary

Seal

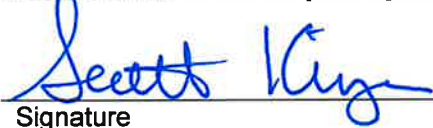


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This Application is filed on the behalf of Iowa Health System d/b/a UnityPoint Health in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this Application 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 fee required for this application is sent herewith or will be paid upon request.


Signature

Scott Kizer

Printed Name

SVP, Chief Legal Officer & General Counsel

Printed Title


Signature

Dan Carpenter

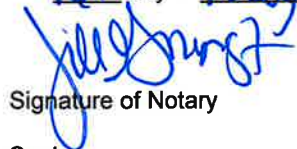
Printed Name

Senior VP & Chief Strategy Officer

Printed Title

Notarization:

Subscribed and sworn to before me
this 16th day of May, 2023

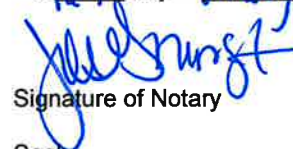

Signature of Notary

Seal

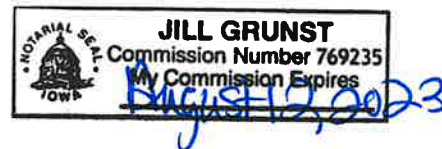
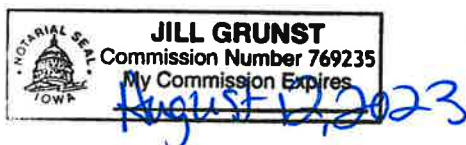
*Insert the EXACT legal name of the applicant

Notarization:

Subscribed and sworn to before me
this 16th day of May, 2023


Signature of Notary

Seal



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This Application is filed on the behalf of Trinity Medical Center d/b/a Trinity Rock Island 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 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 fee required for this application is sent herewith or will be paid upon request.


Signature

Robert J. Erickson

Printed Name

President and Chief Executive Officer

Printed Title


Signature

Katherine Pearson

Printed Name

Chief Strategy Officer

Printed Title

Notarization:

Subscribed and sworn to before me
this 10th day of May 2023


Signature of Notary

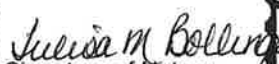
Seal

*Insert the EXACT legal name of the applicant

TULISA M BOLLINGER
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 15, 2024

Notarization:

Subscribed and sworn to before me
this 10th day of May 2023


Signature of Notary

Seal

TULISA M BOLLINGER
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 15, 2024

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	X
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

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 SummitOne Enterprises, Inc. (“SummitOne”), Iowa Health System d/b/a UnityPoint Health (“UnityPoint Health”), Trinity Medical Center d/b/a UnityPoint Health – Trinity Rock Island (“Trinity Rock Island”), (collectively, the “Applicants”) are attached at Attachment – 1.

Trinity Rock Island is the operator/licensee of the hospital.

Trinity Regional Health System is the sole corporate member of Trinity Rock Island.

UnityPoint Health is the sole corporate member of Trinity Regional Health System.

SummitOne will be the sole corporate member of UnityPoint Health after closing of the planned transaction.

Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY "SUMMITONE ENTERPRISES, INC." IS DULY
INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD
STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS
OF THIS OFFICE SHOW, AS OF THE TWELFTH DAY OF MAY, A.D. 2023.*

*AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION
IS AN EXEMPT CORPORATION.*



7318583 8300C

SR# 20232003468

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

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

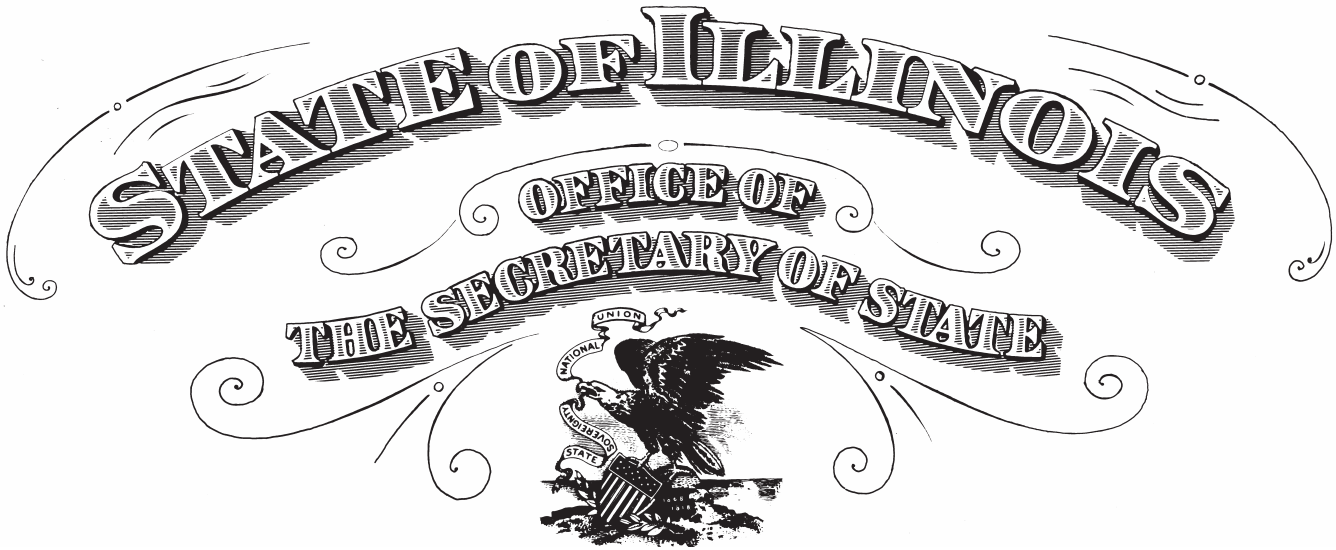
Jeffrey W. Bullock, Secretary of State

Authentication: 203335942

Date: 05-12-23

File Number

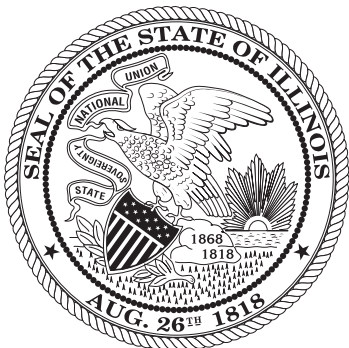
6720-693-2



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulas, 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

IOWA HEALTH SYSTEM, INCORPORATED IN IOWA AND LICENSED TO CONDUCT AFFAIRS IN THIS STATE ON JUNE 15, 2010, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO CONDUCT AFFAIRS 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 12TH day of MAY A.D. 2023 .

Authentication #: 2313201400 verifiable until 05/12/2024

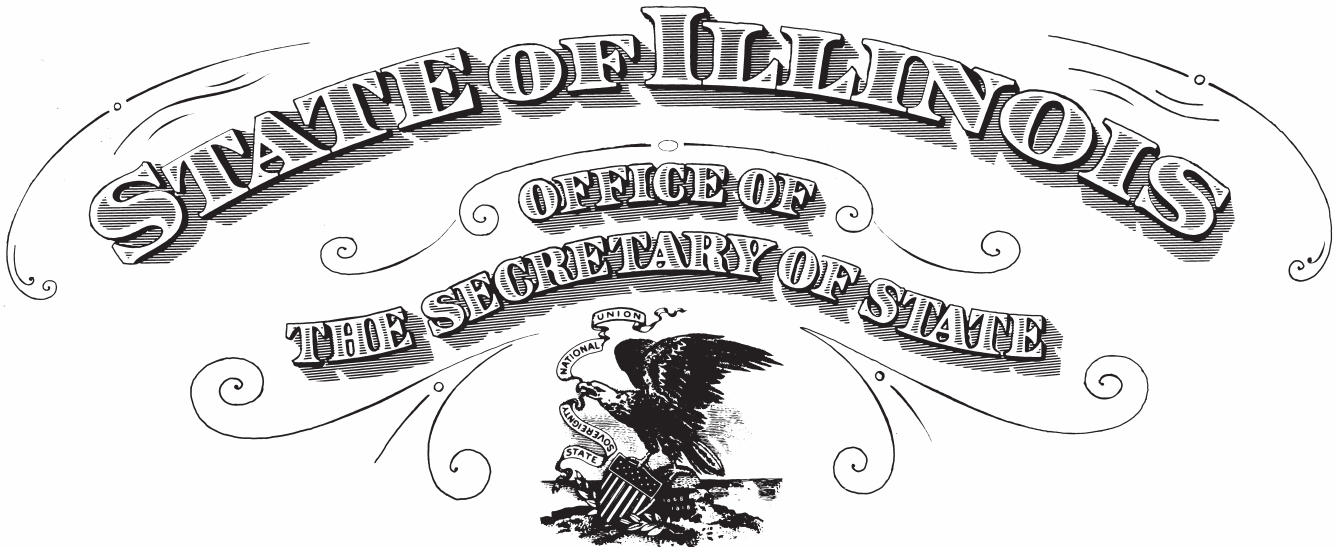
Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulas

SECRETARY OF STATE

File Number

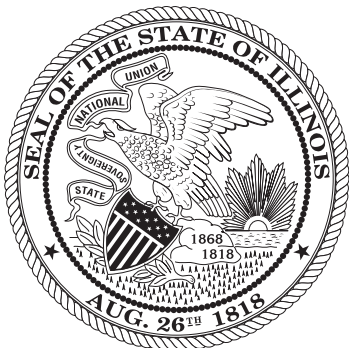
4957-982-9



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulas, 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

TRINITY MEDICAL CENTER, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON NOVEMBER 06, 1969, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION 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 12TH day of MAY A.D. 2023 .

Authentication #: 2313201430 verifiable until 05/12/2024

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

Alexi Giannoulas

SECRETARY OF STATE

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

Attached at Attachment – 2 is the title insurance policy for Trinity Rock Island.

TO:
 Snyder, Park & Nelson, P.C.
 Attn: Dee A. Runnels
 1600 - 4th Avenue, Ste 200
 P O Box 3700
 Rock Island, IL 61204-3700
 Ph.: 309-786-8497
 Fx.: 309-786-0463



COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Exceptions in Schedule B.
- The Conditions, Requirements and Standard Exceptions
- On the other side of this page.

The Commitment is not valid without Schedule A and Schedule B.



First American Title Insurance Company

BY Parker S. Kennedy PRESIDENT
 ATTEST Mark R. Anderson SECRETARY
 BY [Signature] COUNTERSIGNED

1 UNDERWRITER - FIRST AMERICAN TITLE INSURANCE COMPANY 1

1 Issuing Agency: Rock Island County Abstract & Title Guaranty Company, 211 - 18th Street, Suite 200, Rock Island, Illinois 61201 Phone: 309-786-5476 1

CONDITIONS**1. DEFINITIONS**

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Record" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) shown below are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown below
or
eliminate with our written consent any Exceptions shown
in Schedule B or the Standard Exceptions noted below.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

REQUIREMENTS

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.

STANDARD EXCEPTIONS

The following Standard Exceptions will be shown on your policy:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Easements, or claims of easements, not shown by the public records.
- (3) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
- (4) Any Lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) Taxes, or special assessments which are not shown as existing liens by the public records.

1 UNDERWRITER - FIRST AMERICAN TITLE INSURANCE COMPANY 1

1 Issuing Agency: Rock Island County Abstract & Title Guaranty Company, 211 - 18th Street, Suite 300, Rock Island, Illinois 61201 Phone: 309-789-3476 1

ALTA COMMITMENT

SCHEDULE A

COMMITMENT NO. F88-110-L

1. Commitment Date: April 2, 2008 at 8:00 a.m.

2. Policy (or policies) to be issued:

(a) ALTA Owner's Policy
Proposed Insured:

Policy Amount \$TDB

TBD

(b) ALTA Loan Policy
Proposed Insured:

Policy Amount \$TDB

TBD

3. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple and title thereto is at the effective date hereof vested in:

Trinity Medical Center

4. The land referred to in this Commitment is described as follows:

See Schedule A, No. 4 - continued, attached.

UNDERWRITER - FIRST AMERICAN TITLE INSURANCE COMPANY
 Issuing Agency: Rock Island County Abstract & Title Company, 211 - 14th Street, Suite 300, Rock Island, Illinois 61201 Phone: 815-786-5476

Rock Island County Abstract & Title Guaranty Co.

*Representative For
Lawyers Title Insurance Corporation
and
First American Title Insurance Company
Title Insurance - Abstracts - Escrow Service*

211 - 18th Street, Suite 300
Rock Island, Illinois 61201

email - wsharp@ncatitle.com

Phone (309) 786-6476

Fax

(309)

786-8639

Fax (309) 786-2688

P.O. Box 3308
Rock Island, Illinois 61204-3308

Snyder, Park & Nelson, P.C.
Attn: Dee A. Runnels
1600 - 4th Avenue, Ste 200
P O Box 3700
Rock Island, IL 61204-3700
Ph.: 309-786-8497
Fx.: 309-786-0463

Date: April 14, 2008
FED ID # 36-169-4210

INVOICE

File No. F88-110-L

RE: TRINITY WEST CAMPUS

<u>Date</u>	<u>Services Description</u>	<u>Amount</u>
April 11, 2008	Owners & Lenders Title Insurance - Commitment Fee	\$250.00
	Additional Tract Searches (2 @ 100.00 each)	\$200.00
	Owner's Policy Premium (liability: \$TBD)	\$TBD

Note: Billing does not include escrows, future updates, endorsement(s), additional policies, premiums, recording fees, document copies, document preparation, overnight deliveries, closing fees nor revenue stamps...as may be applicable.

TOTAL	\$450.00
--------------	-----------------

Description: Commitment and Invoice to above VIA EMAIL

TO:
 Snyder, Park & Nelson, P.C.
 Attn: Dee A. Runnels
 1600 - 4th Avenue, Ste 200
 P O Box 3700
 Rock Island, IL 61204-3700
 Ph.: 309-786-8497
 Fx.: 309-786-0463



COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.
 The Exceptions in Schedule B.
 The Conditions, Requirements and Standard Exceptions
 On the other side of this page.

The Commitment is not valid without Schedule A and Schedule B.



First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTN: *Mark A. Arnesen* SECRETARY

BY *[Signature]* COUNTERSIGNED

1 UNDERWRITER - FIRST AMERICAN TITLE INSURANCE COMPANY 1

1 Issuing Agency: Rock Island County Abstract & Title Guaranty Company, 211 - 18th Street, Suite 300, Rock Island, Illinois 61201 Phone: 309-786-5476 1

Rock Island County Abstract & Title Guaranty Co.

*Representative For
Lawyers Title Insurance Corporation
and
First American Title Insurance Company
Title Insurance - Abstracts - Escrow Service*

211 - 18th Street, Suite 300
Rock Island, Illinois 61201

email - wsharp@rocktitle.com

Phone (309) 786-5478
Fax
(309)
786-6039
Fax (309) 786-2598

P.O. Box 3308
Rock Island, Illinois 61204-3308

Snyder, Park & Nelson, P.C.
Attn: Dee A. Runnels
1600 - 4th Avenue, Ste 200
P O Box 3700
Rock Island, IL 61204-3700
Ph.: 309-786-8497
Fx.: 309-786-0463

Date: April 14, 2008
FED ID # 36-169-4210

INVOICE

File No. F88-110-L

RE: TRINITY WEST CAMPUS

<u>Date</u>	<u>Services Description</u>	<u>Amount</u>
April 11, 2008	Owners & Lenders Title Insurance - Commitment Fee	\$250.00
	Additional Tract Searches (2 @ 100.00 each)	\$200.00
	Owner's Policy Premium (liability: STBD)	STBD

Note: Billing does not include escrows, future updates, endorsement(s), additional policies, premiums, recording fees, document copies, document preparation, overnight deliveries, closing fees nor revenue stamps...as may be applicable.

TOTAL	\$450.00
--------------	-----------------

Description: Commitment and Invoice to above VIA EMAIL

TRACT 1 - CON - SRI 5014-1
TRACT 2- HELIPAD - SRI 251
TRACT 3- WEST CAMPUS - SRI 252

TO:
 Snyder, Park & Nelson, P.C.
 Attn: Dee A. Runnels
 1600 - 4th Avenue, Ste 200
 P O Box 3700
 Rock Island, IL 61204-3700
 Ph.: 309-786-8497
 Fx.: 309-786-0463



COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Exceptions in Schedule B.
- The Conditions, Requirements and Standard Exceptions
- On the other side of this page.

The Commitment is not valid without Schedule A and Schedule B.



First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *Mark L. Amara* SECRETARY

BY *[Signature]* COUNTERSIGNED

UNDERWRITER - FIRST AMERICAN TITLE INSURANCE COMPANY
 1 Insuring Agency: Rock Island County Abstract & Title Guaranty Company, 211 - 1st Street, Suite 200, Rock Island, Illinois 61201 Phone: 309-785-5476 1

CONDITIONS

1. **DEFINITIONS**
(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Record" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.
2. **LATER DEFECTS**
The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) shown below are met. We shall have no liability to you because of this amendment.
3. **EXISTING DEFECTS**
If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.
4. **LIMITATION OF OUR LIABILITY**
Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to you actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown below
or
eliminate with our written consent any Exceptions shown
in Schedule B or the Standard Exceptions noted below.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.
5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**
Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

REQUIREMENTS

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.

STANDARD EXCEPTIONS

The following Standard Exceptions will be shown on your policy:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Easements, or claims of easements, not shown by the public records.
- (3) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
- (4) Any Lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) Taxes, or special assessments which are not shown as existing liens by the public records.

UNDERWRITER - FIRST AMERICAN TITLE INSURANCE COMPANY
Issuing Agency: Rock Island County Abstract & Title Guaranty Company, 311 - 14th Street, Suite 200, Rock Island, Illinois 61201 Phone: 309-316-5476

ALTA COMMITMENT

SCHEDULE A

COMMITMENT NO. F88-110-L

1. Commitment Date: April 2, 2008 at 8:00 a.m.
2. Policy (or policies) to be issued:
 - (a) ALTA Owner's Policy
Proposed Insured:

TBD
Policy Amount \$TDB
 - (b) ALTA Loan Policy
Proposed Insured:

TBD
Policy Amount \$TDB
3. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple and title thereto is at the effective date hereof vested in:

Trinity Medical Center
4. The land referred to in this Commitment is described as follows:

See Schedule A, No. 4 - continued, attached.

UNDERWRITER - FIRST AMERICAN TITLE INSURANCE COMPANY
 Issuing Agency: Rock Island County Abstract & Title Guaranty Company, 211 - 18th Street, Suite 300, Rock Island, Illinois 61201 Phone: 309-785-1076

Schedule A - continued
File No. : F88-110-L

4. TRACT 1

All of Lot 3 in Bailey Addition to the City of Rock Island, Illinois, EXCEPTING the following Tract, more particularly described as follows:
Commencing at the Northwest corner of said Lot 3, said point being the point of beginning;
Thence South 89 degrees 42 minutes 20 seconds East along the North line of said Lot 3, a distance of 33.55 feet;
Thence South 0 degrees 32 minutes 00 seconds West, a distance of 352.25 feet to the South line of said Lot 3;
Thence North 89 degrees 59 minutes 08 seconds West along said South line, a distance of 6.48 feet to the Southwest corner of said Lot 3;
Thence North 0 degrees 02 minutes 56 seconds East along the West line of said Lot 3, a distance of 271.81 feet;
Thence North 16 degrees 35 minutes 44 seconds West along said West line, a distance of 84.10 feet to the point of beginning;

situated in the County of Rock Island and State of Illinois.

TRACT 2

Beginning at the Northeast corner of Lot One (1) of White Oak Hill Addition to the City of Rock Island;
thence South along the East line of said Subdivision, 125 feet for a place of beginning;
thence South 45°45'30" East for a distance of 295 feet;
thence South 44°14'30" West, 295 feet, more or less to the East line of White Oak Hill Addition aforesaid;
thence Northerly along the Easterly line of White Oak Hill Addition to the City of Rock Island, 417.19 feet, more or less to the place of beginning;

situated in the County of Rock Island and State of Illinois.

TRACT 3

Part of Lots 4, 5, 6, 8 and 9 of the Assessor's Plat of 1870 in the Northeast Quarter (NE 1/4) of Section Eleven (11), Township Seventeen North (T 17 N), Range Two (2) West (R 2 W) of the Fourth Principal Meridian (4th P.M.), City of Rock Island, County of Rock Island, State of Illinois, being more particularly described as follows:
Beginning at the Northeast Corner of said Lot 8;
Thence South 0 degrees - 29 minutes - 23 seconds East along the East line of said Lot 8, a distance of 478.64 feet;
Thence South 0 degrees - 48 minutes - 57 seconds East along the East line of said Lots 8 and 9, a distance of 359.97 feet;
Thence South 0 degrees - 10 minutes - 36 seconds East along the East line of said Lot 9, a distance of 421.65 feet to the North Right-of-Way line of 31st Avenue;
Thence South 89 degrees - 57 minutes - 24 seconds West along said North Right-of-Way line, a distance of 80.00 feet;
Thence North 0 degrees - 10 minutes - 36 seconds West, a distance of 313.78 feet;
Thence North 89 degrees - 53 minutes - 2 seconds West, a distance of 569.09 feet;
Thence North 31 degrees - 8 minutes - 33 seconds East, a distance of 300.12 feet;
Thence North 46 degrees - 23 minutes - 57 seconds West, a distance of 75.00 feet;
Thence South 43 degrees - 36 minutes - 3 seconds West, a distance of 295.23 feet;
Thence along the arc of a circle concave to the Northwest, a distance of 104.37 feet, said arc has a chord bearing of South 69 degrees - 35 minutes - 59 seconds West, a distance of 100.83 feet with a radius of 115.00 feet;

UNDERWRITER - FIRST AMERICAN TITLE INSURANCE COMPANY
Issuing Agency: Rock Island County Abstract & Title Guaranty Company, 211 - 1st Street, Suite 300, Rock Island, Illinois 61201 Phone: 309-746-5476

Schedule A - continued
File No. : F88-110-L

Thence North 84 degrees - 23 minutes - 27 seconds West, a distance of 93.38 feet to the East line of White Oak Hill Addition;
Thence North 0 degrees - 6 minutes - 52 seconds West along said East line, a distance of 307.26 feet;
Thence North 0 degrees - 36 minutes - 18 seconds West along said East line, a distance of 29.59 feet;
Thence North 44 degrees - 23 minutes - 42 seconds East, a distance of 295.00 feet;
Thence North 45 degrees - 36 minutes - 18 seconds West, a distance of 295.00 feet to the East line of White Oak Hill Addition;
Thence North 0 degrees - 36 minutes - 18 seconds West along said East line, a distance of 125.00 feet;
Thence North 89 degrees - 50 minutes - 6 seconds West along the North line of said White Oak Hill Addition, a distance of 233.50 feet to the East Right-of-Way line of 17th Street;
Thence North 0 degrees - 9 minutes - 13 seconds West along said East Right-of-Way line, a distance of 328.02 feet;
Thence North 89 degrees - 50 minutes - 6 seconds West along said Right-of-Way line, a distance of 15.00 feet;
Thence North 0 degrees - 9 minutes - 13 seconds West along said Right-of-Way line, a distance of 50.00 feet;
Thence South 89 degrees - 50 minutes - 6 seconds East, a distance of 236.50 feet;
Thence North 0 degrees - 9 minutes - 13 seconds West, a distance of 278.02 feet to the South line of DeJaeger's Subdivision;
Thence South 89 degrees - 50 minutes - 6 seconds East along said South line, a distance of 217.09 feet;
Thence South 0 degrees - 57 minutes - 18 seconds East along said Subdivision line, a distance of 50.00 feet;
Thence South 89 degrees - 47 minutes - 31 seconds East along said Subdivision line, a distance of 666.89 feet;
Thence North 1 degree - 5 minutes - 18 seconds West along said Subdivision line, a distance of 50.00 feet to the Southwest corner of Lot 4 of Ruby E. Penny's Addition;
Thence North 89 degrees - 28 minutes - 37 seconds East along the South line of said Ruby E. Penny's Addition, a distance of 259.53 feet;
Thence South 0 degrees - 58 minutes - 24 seconds East, a distance of 255.68 feet;
Thence South 89 degrees - 50 minutes - 6 seconds East, a distance of 90.52 feet to the West Right-of-Way line of 24th Street;
Thence South 0 degrees - 21 minutes - 51 seconds East along said West Right-of-Way line, a distance of 75.00 feet;
Thence South 89 degrees - 50 minutes - 6 seconds East along said Right-of-Way line, a distance of 10.00 feet;
Thence South 0 degrees - 21 minutes - 51 seconds East along said Right-of-Way line, a distance of 218.64 feet;
Thence North 89 degrees - 49 minutes - 18 seconds West along the North line of Adolph's 1st Addition, a distance of 365.88 feet;
Thence South 1 degree - 8 minutes - 34 seconds East along the West line of said Adolph's 1st Addition, a distance of 109.50 feet;
Thence North 89 degrees - 50 minutes - 24 seconds East along the South line of said Adolph's 1st Addition, a distance of 63.68 feet to the Point of Beginning.

The above described real estate contains 37.256 acres, more or less.

For the purpose of this description, the North Right-of-Way line of 31st Avenue has an assumed bearing of South 89 degrees - 57 minutes - 24 seconds West.

1 UNDERWRITER - FIRST AMERICAN TITLE INSURANCE COMPANY
1 Issuing Agency: Rock Island County Abstract & Title Insurance Company, 211 - 18th Street, Suite 300, Rock Island, Illinois 61201 Phone: 364-786-5426

ALTA COMMITMENT

SCHEDULE B

COMMITMENT NO. F88-110-L

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Taxes for the years 2007 and 2008 are liens but are not yet due or payable. Taxes for the year 2006 were assessed in the amount of \$-0-. (Tract 1 - Parcel South Rock Island 5014-1; taxpayer number 10-347-0650); (Tract 2 - Parcel South Rock Island 251; taxpayer number 10-027-0800); (Tract 3 - Parcel South Rock Island 252; taxpayer number 10-027-0850)
2. Matters shown on Plat of Bailey Addition recorded December 20, 1995 in Plat Book 47 at page 35.(Tract 1)
3. Easement given to the City of Rock Island, Illinois, for Sewer purposes shown by instrument recorded July 13, 1939 in Mortgage Book 276 at page 185. (Tract 2)
4. Restrictions as contained in Warranty Deed to Robert A. Klockau, et al, recorded April 19, 1971 in Record Book 481 at page 84 which states as follows (Tract 2):
 - a) Existing sewer easements.
 - b) Reservation of the right to construct a sewer to connect with the existing sewer from the property East of and adjoining the property conveyed, which new line shall be located not over 90 feet from the most Northerly corner of said tract of land.
 - c) Reserving the right to grade the North 90 feet of the tract conveyed and to construct a culvert running in a Northerly and Southerly direction according to the contour of the land. The Southerly end of said culvert to be not over 90 feet from the most Northerly corner of the tract conveyed.
 - d) Reserving also the right to grade the Southerly end of the tract conveyed in accordance with the grading plans for the hospital located East of and adjoining said premises.
 - e) The grantee, his heirs and assigns, shall only use the premises hereby conveyed for the purpose of constructing a Medical Arts Building, not to exceed five stories in height and to be architecturally in conformity with the hospital to be erected on the tract East of and adjoining same. Said building shall be used exclusively for Doctors Offices but may include space for selling and dispensing pharmaceutical supplies. No laboratory or x-ray laboratory shall be maintained on the premises without the permission of the Owners of the premises East of and adjoining said premises.
5. Easement between Rock Island Franciscan Hospital and Robert A. Klockau and Elinor T. Moran, as shown by instrument recorded August 30, 1972 in Record Book 532 at page 77. (Tract 2)
6. Easement between Rock Island Franciscan Hospital and Robert A. Klockau and Elinor T. Moran, as shown by instrument recorded December 3, 1971 in Record Book 504 at page 114. (Tract 2)

(UNDERWRITER - FIRST AMERICAN TITLE INSURANCE COMPANY)

1 Issuing Agency: Rock Island County Abstract & Title Guaranty Company, 211 - 18th Street, Suite 200, Rock Island, Illinois 61201 Phone: 319-726-5174

Schedule A - continued
File No. : F8B-110-L

7. Rights of the United States of America and the State of Illinois, or either of them to recover any public funds advanced under either or both provisions of the Hill Burton Act (Title 42 U.S.C., SS291 et seq.) or the Illinois Hospital Construction Act (Illinois Revised Statutes Chapter 23, pp. 1301 et seq.) (Tract 3)
8. Easement granted to the City of Rock Island, Illinois, for the purpose of an intercepting sewer across the premises by instrument dated July 6, 1939 and recorded in Mortgage Book 276 at page 185. (Tract 3)
9. Rights of the City of Rock Island to a sewer easement under Grant from Emma Nowack dated May 2, 1939 and recorded May 18, 1939 in Mortgage Book 274 at page 594, to a strip 10 feet in width, as therein described. (Tract 3)
10. Perpetual Easement created by instrument dated May 9, 1939 and recorded May 18, 1939 in Mortgage Book 274 at page 608 from the County of Rock Island to the City of Rock Island, Illinois to construct, operate and maintain an intercepting Sanitary Sewer in, over and across the following described property (Tract 3):

A strip of land 8 feet in width, the centerline of which 8 foot strip is described as follows:
Beginning at a point on the South line of the following described property:
The West 7 acres of Lot 5 according to the Assessor's Plat of 1870 in the Northeast Quarter of Section 11, Township 17 North, Range 2 West of the Fourth Principal Meridian, said point on the South line of the aforesaid described property, being a distance of 8.5 feet West of the Southeast corner of the aforesaid described property; thence along a line having a bearing of North 5 degrees 13 minutes West, a distance of 333 feet, more or less, to a point on the North line of the aforesaid described property, said point being a distance of 40.3 feet West of the Northeast corner of the aforesaid described property.
11. Perpetual Easement created by Instrument dated March 11, 1940 and recorded April 20, 1940 in Book 282 at page 151, from the County of Rock Island, Illinois, to Cam J. Replagle, to connect to an intercepting Sanitary Sewer together with the right of access to build, construct, operate and maintain said connection sewer in, over and across the following described premises (Tract 3):

A strip of land 3 feet in width, the centerline of which 3 foot strip is described as follows:
Beginning at a point on the East line of the West 7 acres of Lot 5 in the Northeast Quarter of Section 11, Township 17 North, Range 2 West of the Fourth Principal Meridian, Rock Island County, Illinois, a distance of 197 feet North of the Southeast corner of the West 7 acres of Lot 5 aforesaid; thence West and at right angles to the aforesaid East line of said West 7 acres of Lot 5, a distance of 31 feet, more or less, to the centerline of the City of Rock Island's intercepting sewer which has heretofore been installed in the West 7 acres of Lot 5 aforesaid.
12. Restrictions contained in the Deed from the County of Rock Island, Illinois to the Franciscan Sisters of the Immaculate Conception of the Order of St. Francis, an Illinois not-for-profit corporation, dated August 1, 1966 and recorded August 8, 1966 as document 638428, that the parcel in question shall be used for Hospital purposes only for a period of 50 years from the date thereof. (Tract 3)

UNDERWRITER - FIRST AMERICAN TITLE INSURANCE COMPANY
Title Agency: Rock Island County Abstracts & Title Guaranty Company, 211 - 18th Street, Suite 200, Rock Island, Illinois 61201 Phone: 309-786-5476

Schedule A - continued
File No. : F88-110-L

13. Rights of City of Rock Island Illinois to construct, repair, maintain, etc., a Sanitary Sewer System across parcel in question under Grant from William L. Carson and others, dated May 1, 1939 and recorded May 18, 1939 in Mortgage Book 274 at page 616, along a line described as follows (Tract 3):
Beginning at a point on the South line of the East 3 acres of Lot 6, 215.5 feet East of the Southwest corner thereof, thence North 9 degrees 24 minutes East, 331.1 feet to a point on the North line of said tract, at a point 257 feet East of the Northwest corner of said tract.
14. Grant of Perpetual Easement by Franciscan Sisters of the Immaculate Conception of the Order of St. Francis, an Illinois not-for-profit corporation, to Ethel I. Fisher, for Sewer across the parcel in question dated October 25, 1966 and recorded January 3, 1967 in Record Book 327 as document 644638 over premises described as follows (Tract 3):
A strip of land 20 feet in width, lying 10 feet on each side of a centerline, located in Section 11, Township 17 North, Range 2 West of the Fourth Principal Meridian, City of Rock Island, County of Rock Island, and State of Illinois, said centerline being described as follows:
Commencing at the Northeast corner of said Section 11, thence South 00 degrees 00 minutes 00 seconds West, 718.18 feet along the East line of said Section 11; thence North 90 degrees 00 minutes 00 seconds West, 40.00 feet to the West right-of-way line of 24th Street; thence North 90 degrees 00 minutes 00 seconds West, 93 feet, more or less, to the East line of the land owned by the Franciscan Sisters of the Immaculate Conception of the Order of St. Francis, an Illinois not-for-profit corporation, being the point of beginning; thence North 90 degrees 00 minutes 00 seconds West, 333.00 feet, more or less, to an existing 21 inch sanitary interceptor sewer owned by the City of Rock Island; the East line of Section 11 is assumed to have a bearing of North 00 degrees 00 minutes 00 seconds; and the Covenants, Agreements and Conditions therein contained.
15. Easement affecting the portion of subject property and for purposes stated therein and incidental purposes in favor of Robert A. Klockau and Elinor T. Moran for right-of-way for Egress and Ingress over and upon Grantors premises now or hereafter designed for Parking, recorded December 3, 1971 as document 714654. (Tract 3)
16. Easement dated January 30, 1972 from Rock Island Franciscan Hospital to Robert A. Klockau and Elinor T. Moran, granting an Easement to connect to an existing underground tunnel and a surface right-of-way for Ingress and Egress and parking of Motor Vehicles, recorded August 30, 1972 as document 726536. (Tract 3)
17. Easement for the benefit of Trinity Medical Center over land known as Lot 7, White Oak Hill Addition to the City of Rock Island, adjacent to the Southwesterly corner of the subject property resulting from the terms of a Sanitary Sewer Storage Access Basin Easement instrument filed April 26, 1991 as document 91-07003. (Tract 3)
18. Terms and conditions as to matters that appear on that ALTA Survey dated December 11, 1992 and signed by Cornelius C. Blevins for Missman, Stanley Associates, P.C. and update thereof dated June 17, 1996. (Tract 3)
19. Permanent Easement for Construction of Traffic Signal Light granted to the City of Rock Island along the East side of subject property at the entrance area on 24th Street being dated February 18, 1999 and recorded February 18, 1999 as document number 99-04855. (Tract 3)

1 UNDERWRITER - FIRST AMERICAN TITLE INSURANCE COMPANY
1 Lending Agency: Rock Island County Abstract & Title Guaranty Company, 111 - 16th Street, Suite 100, Rock Island, Illinois 61201 Phone 309-786-5426

Schedule A - continued
File No. : F88-110-L

20. Permanent Easement for Construction of Traffic Signal Light granted to the City of Rock Island along the East side of subject property at the entrance area on 24th Street being dated June 17, 1999 and recorded June 21, 1999 as document number 99-18050. (Tract 3)
21. Rights of the public, the State of Illinois, the County of Rock Island, the Township and the Municipality in and to that part of the premises in question taken or used or dedicated for roads, streets, alleys or highways. (All Tracts)
22. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any. (All Tracts)
23. Easements for public and quasi-public utilities, if any. (All Tracts)
24. Matters which would be disclosed by a current and accurate Survey of the premises in question. (All Tracts)
25. Covenants, easements, setback lines and other matters created by platting of the premises in question.
Note: A breach or violation of said covenants and restrictions will not cause a forfeiture or reversion of title.
26. Existing Leases, if any, and rights of parties in possession. (All Tracts)

For purposes of the Lien Search, we conducted our name search for matters filed against the following specific names and spellings, to-wit: Trinity Medical Center

UNDERWRITER - FIRST AMERICAN TITLE INSURANCE COMPANY
Issuing Agency: Rock Island County Abstract & Title Guaranty Company, 211 - 16th Street, Suite 100, Rock Island, Illinois 61201 Phone: 309-786-5476

COMPOSITE MORTGAGE STATEMENT

STATE OF _____

Commitment No: F88-110-L

COUNTY OF _____

The Undersigned, being first duly sworn, hereby state(s) with respect to the land described in the above Commitment and the Mortgage covered thereby:

1. That, to the best of my knowledge, the guaranteed mortgage, note(s), or bonds and interest secured are good, valid, and free from all defenses in law and in equity and that this Affidavit is made for the purpose of better enabling the legal holder(s) of said securities to sell, pledge or otherwise dispose of the same at any time, so as to insure the purchaser(s) or pledgee(s) against any claim of defense by the maker(s), their heirs, personal representatives or assigns.
2. That, to the best of my knowledge, within the last ninety (90) days, no improvements or repairs have been made on the land or upon any building on said land, nor any work performed or materials furnished for which full payment has not been made; that no contract of any kind has been made or will be made in relation to said land, building or improvements, in consequence of which any lien or claim may be enforced against the land, and that said proceeds will not be used to pay for any labor or materials in making any improvements or repairs on the premises.
3. That no conditional bill of sale, retain title contract or security interest has been given by the undersigned, or to the knowledge of the undersigned, for or in connection with any materials, fixtures, furnishings, appliances or machinery placed upon or installed in said premises.
4. That the undersigned purchaser(s) or owner(s) is(are) in possession of said premises; that no contract has been entered into for the sale or conveyance of said premises by the undersigned or to the knowledge of the undersigned, and that there is outstanding no unrecorded, deed, mortgage or other conveyance thereof executed by the undersigned or to the knowledge of the undersigned. (NOTE: State exceptions here: _____)
5. If the premises consists of rental property, in whole or in part, that said premises are subject only to ordinary current leases to tenants now in possession, none of which expires later than one (1) year from date hereof and none of which contains any option to purchase, right of renewal or other unusual provision.
NOTE: If there are any exceptions, state them here: _____
6. That the improvements on the subject property are within the boundary lines and set back lines, if any, of said land; that there are no encroachments by improvements on adjoining property onto the land, and that there is no known assertion, being made by either the undersigned or the owners of adjoining property against the other as to the location of boundary lines nor any dispute as to occupancy of any portion of subject property.
7. That there are either no covenant conditions or restrictions which affect the use of said property, or if there are any, there are no known violations of said Covenants, conditions or restrictions which affect said property.

SELLER(S) OR OWNERS

PURCHASERS

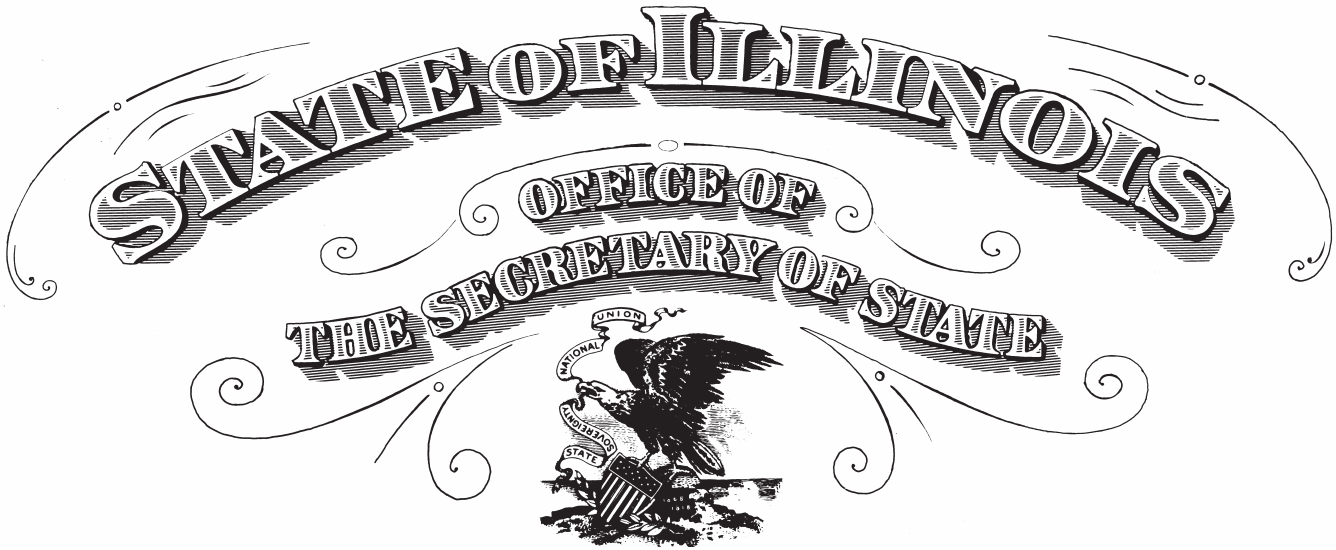
1. LUNDEN HATCHER - FIRST AMERICAN TITLE INSURANCE COMPANY
 2. Fidelity Agency & Real Estate Company Attorney & Title Guaranty Company, 211 - 11th Street, Suite 100, Rock Island, Illinois 61201 Phone 299-7263/11

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

The Illinois Certificate of Good Standing for Trinity Rock Island is attached at Attachment – 3.

File Number

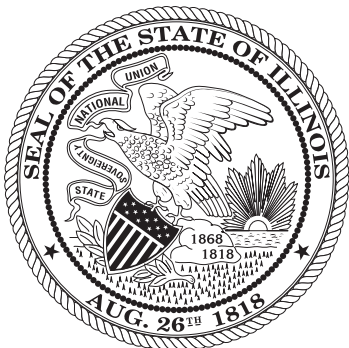
4957-982-9



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulas, 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

TRINITY MEDICAL CENTER, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON NOVEMBER 06, 1969, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION 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 12TH
day of MAY A.D. 2023 .

Authentication #: 2313201430 verifiable until 05/12/2024

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

Alexi Giannoulas

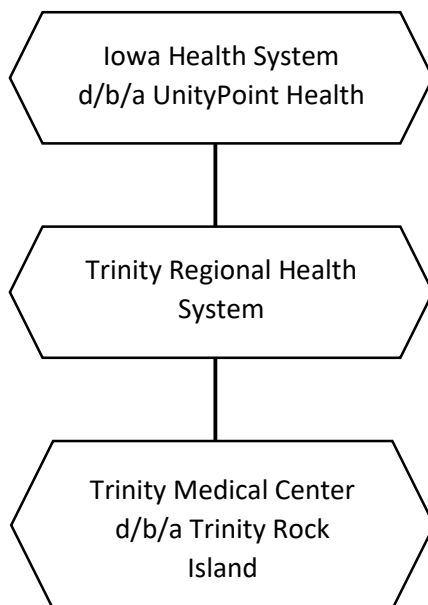
SECRETARY OF STATE

Section I, Identification, General Information, and Certification

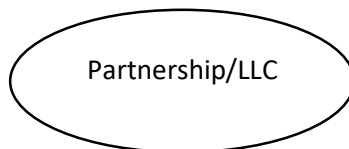
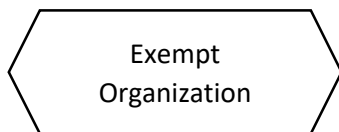
Organizational Relationships

The organizational charts showing the current organizational structure of Trinity Rock Island along with the post-transaction ownership structure are attached at Attachment - 4.

Pre-Closing Organizational Chart

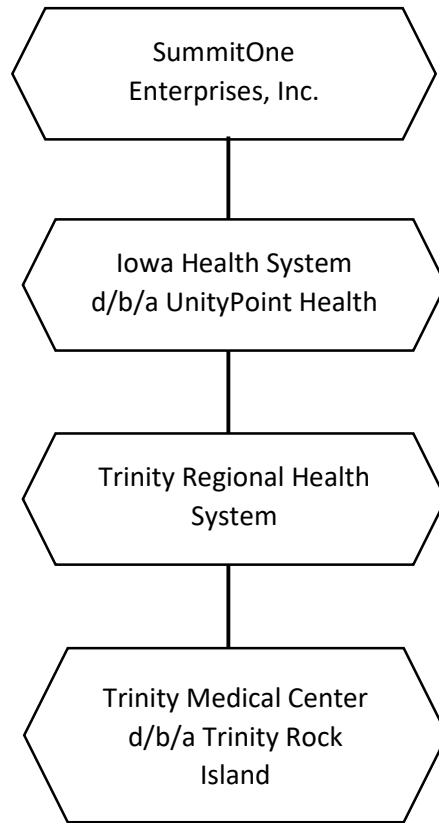


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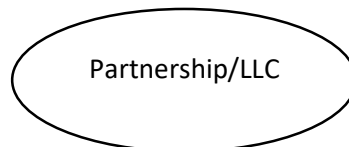
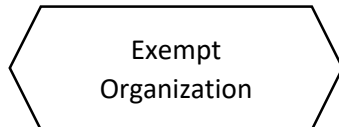


Solid Line
represents Control

Post-Closing Organizational Chart



Key:



Solid Line
represents Control

DOCS/2970910.1

Section II, Background of the Applicant

1. A list of health care facilities owned or operated by UnityPoint Health and Trinity Rock Island in Illinois including licensing and certification information is attached at Attachment – 5A.
2. By their signature on the Certification pages to this application, each of the Applicants attest that to the best of their knowledge no adverse action has been taken against any Illinois health care facility owned and/or operated by them during the three (3) years prior to the filing of this application
3. By their signatures on the Certification pages to this application, each of the Applicants authorize HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to: (i) official records of DPH or other State agencies, (ii) the licensing or certification records of other states, when applicable, and (iii) the records of nationally recognized accreditation organizations.

UnityPoint Health			
Name	Address	License No.	Accreditation Identification No
UnityPoint Health - Trinity Moline	500 John Deere Road Moline, Illinois 61265	0005140	
UnityPoint Health - Trinity Rock Island	2701 17 th Street Rock Island, Illinois 61201	0003244	C551743

UnityPoint Health Health Care Facilities with 5% or Greater Ownership			
Name	Address	License	Accreditation Identification No.
The Quad Cities Rehabilitation Institute	653 52 nd Avenue Moline, Illinois 61265	0006312	684196
Quad City Ambulatory Surgery Center, LLC	520 Valley View Drive, Suite 300 Moline, Illinois 61265	7002520	12794

DISPLAY THIS PART IN A
CONSPICUOUS PLACE

#E-022-23

Exp. Date 11/28/2023

Lic Number 0005140

Date Printed 10/5/2022

Trinity Medical Center - 7th St Campus
dba Trinity Moline
500 John Deere Rd, 7th St Campus
Moline, IL 61265

FEE RECEIPT NO.

**Illinois Department of
PUBLIC HEALTH**



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.

Sameer Vohra, MD, JD, MA
Director

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
11/28/2023	General Hospital	0005140

Effective: 11/29/2022

Trinity Medical Center - 7th St Campus
dba Trinity Moline
500 John Deere Rd, 7th St Campus

Moline, IL 61265

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



**Illinois Department of
PUBLIC HEALTH**

HF 125478

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.

Amaal V.E. Tokars
Acting Director

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
6/30/2023		0003244
General Hospital		
Effective: 07/01/2022		

Trinity Medical Center (West)
dba Trinity Rock Island
2701 17th Street

Rock Island, IL 61201

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

#E-022-23
← DISPLAY THIS PART IN A
CONSPICUOUS PLACE

Exp. Date 6/30/2023

Lic Number 0003244

Date Printed 5/3/2022

Trinity Medical Center (West)
dba Trinity Rock Island
2701 17th Street
Rock Island, IL 61201

FEE RECEIPT NO.

#E-022-23

← DISPLAY THIS PART IN A
CONSPICUOUS PLACE



**Illinois Department of
PUBLIC HEALTH**

HF 126142

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.

Sameer Vohra, MD,JD,MA
Director

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
8/17/2023		0006312
Rehabilitation Hospital		
Effective: 08/18/2022		

The Quad Cities Rehabilitation Institute, LLC
653 52nd Avenue
Moline, IL 61265

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

Exp. Date 8/17/2023

Lic Number 0006312

Date Printed 8/19/2022

The Quad Cities Rehabilitation Institute
653 52nd Avenue
Moline, IL 61265

FEE RECEIPT NO.

#E-022-23

← DISPLAY THIS PART IN A
CONSPICUOUS PLACE**Illinois Department of
PUBLIC HEALTH**

HF 126508

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.

Sameer Vohra, MD,JD,MA
Director

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
12/2/2023		7002520
Ambulatory Surgery Treatment Center		
Effective: 12/03/2022		

Quad City Ambulatory Surgery Center, LLC
520 Valley View Dr Ste 300
Moline, IL 61265

Exp. Date 12/2/2023

Lic Number 7002520

Date Printed 10/12/2022

Quad City Ambulatory Surgery Center,
520 Valley View Dr Ste 300
Moline, IL 61265-6152

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

FEE RECEIPT NO.



HEALTHCARE CERTIFICATE

Certificate no.:
C551743

Initial certification date:
18 October, 2022

Valid:
18 October, 2022 – 18 October, 2025

This is to certify that the management system of

Trinity Rock Island

2701 17th Street, Rock Island, IL, 61201, USA

has been found to comply with the requirements of the:

NIAHO® Hospital Accreditation Program

Pursuant to the authority granted to DNV Healthcare USA Inc. by the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, this organization is deemed in compliance with the Medicare Conditions of Participation for Hospitals (42 C.F.R. §482).

Place and date:
Cincinnati, OH, 31 October, 2022



For the issuing office:
DNV Healthcare USA Inc.
4435 Aicholtz Road, Suite 900, Cincinnati,
OH, 45245, USA



Kelly Proctor
Management Representative



#E-022-23

September 9, 2022

Tammy Pauwels
CEO
Quad Cities Rehabilitation Institute, LLC
653 52nd Avenue
Moline, IL 61265

Joint Commission ID #: 684196
Program: Hospital Accreditation
Accreditation Activity: 60-day Evidence of Standards
Compliance
Accreditation Activity Completed : 9/7/2022

Dear Ms. Pauwels:

The Joint Commission is pleased to grant your organization an accreditation decision of Accredited for all services surveyed under the applicable manual(s) noted below:

Comprehensive Accreditation Manual for Hospitals

This accreditation cycle is effective beginning September 1, 2022 and is customarily valid for up to 36 months. Please note, The Joint Commission reserves the right to shorten the duration of the cycle.

Should you wish to promote your accreditation decision, please view the information listed under the 'Publicity Kit' link located on your secure extranet site, The Joint Commission Connect.

The Joint Commission will update your accreditation decision on Quality Check®.

Congratulations on your achievement.

Sincerely,

Mark G. Pelletier, RN, MS
Chief Operating Officer and Chief Nurse Executive
Division of Accreditation and Certification Operations



ACCREDITATION ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

ACCREDITATION NOTIFICATION

September 10, 2021

Organization #	12794		
Organization Name	Quad City Ambulatory Surgery Center, LLC dba QCASC		
Address	520 Valley View Dr, Suite 300		
City State Zip	Moline	IL	61265-6152
Decision Recipient	Amy Fox, RN, BSN, MOL		
Survey Date	8/9/2021-8/10/2021	Type of Survey	Re-Accreditation
Accreditation Type	Full Accreditation		
Accreditation Term Begins	8/24/2021	Accreditation Term Expires	8/23/2024
Accreditation Renewal Code	2D63084012794		

As an ambulatory health care organization that has undergone the AAAHC Accreditation Survey, your organization has demonstrated its substantial compliance with AAAHC Standards. The AAAHC Accreditation Committee recommends your organization for accreditation.

Next Steps

- Members of your organization should take time to thoroughly review your Survey Report.
 - Any standard rated less than "FC" (Fully Compliant) must be corrected promptly. Subsequent surveys by AAAHC will seek evidence that deficiencies from this survey were addressed without delay.
 - The Summary Table provides an overview of compliance for each chapter applicable to your organization.
- AAAHC Standards, policies and procedures are reviewed and revised annually. You are invited to participate in the review through the public comment process each fall. Your organization will be notified when the proposed changes are available for review. You may also check the AAAHC website in late summer for details.
- Accredited organizations are required to maintain operations in compliance with the current AAAHC Standards and policies. Updates are published annually in the AAAHC *Handbooks*. Mid-year updates are announced and posted to the AAAHC website, www.aaahc.org.
- In order to ensure uninterrupted accreditation, your organization should submit the *Application for Survey* approximately five months prior to the expiration of your term of accreditation. In states for which accreditation is mandated by law, the *Application* should be submitted six months in advance to ensure adequate time for scoping and scheduling the survey.
NOTE: You will need the Accreditation Renewal Code found in the table at the beginning of this document to submit your renewal application.

Additional Information

Organization # 12794

Organization: Quad City Ambulatory Surgery Center, LLC dba QCASC

September 10, 2021

Page 2

Throughout your term of accreditation, AAAHC will communicate announcements via e-mail to the primary contact for your organization. Please be sure to notify us (notifyeast@aaahc.org) should this individual or his/her contact information change.

If you have questions or comments about the accreditation process, please contact AAAHC Accreditation Services at 847.853.6060. We look forward to continuing to partner with you to deliver safe, high-quality health care.



ACCREDITATION
ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

grants this

CERTIFICATE OF ACCREDITATION

to

QUAD CITY AMBULATORY SURGERY CENTER, LLC
DBA QCASC

520 VALLEY VIEW DR, SUITE 300
MOLINE, IL 61265

*In recognition of its commitment to high quality of care and substantial compliance
with the Accreditation Association for Ambulatory Health Care standards for ambulatory health care organizations.*

12794

Organization Identification Number



AUGUST 23, 2021

The Award of Accreditation expires on the above date

Arnaldo Valedon, MD

ARNALDO VALEDON, MD

Chair of the Board

Noel M. Adachi

NOEL ADACHI, MBA

President & CEO



5250 OLD ORCHARD ROAD, SUITE 200 • SKOKIE, IL 60077
PHONE: 847/853.6060 • E-MAIL: INFO@AAAHC.ORG • WEB SITE: WWW.AAAHC.ORG

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**

Trinity Rock Island is the operator/licensee of the hospital.

Trinity Regional Health System is the sole corporate member of Trinity Rock Island.

UnityPoint Health is sole corporate member of Trinity Regional Health System.

SummitOne will be the sole corporate member of UnityPoint Health (the ultimate parent entity of Trinity Rock Island)

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

3. Iowa Health System d/b/a UnityPoint Health, an Iowa nonprofit corporation and a Section 501(c)(3) corporation under the Internal Revenue Code (“UPH”) and Presbyterian Healthcare Services, a New Mexico nonprofit corporation and a Section 501(c)(3) corporation under the Internal Revenue Code (“Presbyterian”) have entered into a definitive agreement whereby each party and its subsidiaries will become financially and operationally integrated and whereby a new parent entity, SummitOne Enterprises, Inc., will be formed to serve as the sole corporate member of the two existing health systems, UPH and Presbyterian. The planned transaction is scheduled to close July 1, 2023, or as soon thereafter as all closing conditions have been satisfied.

Subject to approval of this Change of Ownership Application for Exemption, neither the licensed facility of the hospital nor the legal entity operating the hospital and maintaining responsibility for the hospital will change as a result of the UPH and Presbyterian integration. No consideration (money, property, or other assets) will be exchanged between UPH and Presbyterian in connection with the definitive agreement.

4. 1130.520(b)(1)(D) – Name of Licensed Entity After Transaction

Trinity Medical Center d/b/a UnityPoint Health – Trinity Rock Island

5. 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 Trinity Rock Island, along with the post-transaction ownership structure are attached at Attachment - 4.

6. 1130.520(b)(1)(F) – Fair Market Value of Trinity Rock Island

\$99,934,912

7. 1130.520(b)(1)(G) – Purchase Price of Other Forms of Consideration to be Paid

No consideration (money, property or other assets) will be exchanged between UPH and Presbyterian as part of this integration.

8. 1130.520(b)(2) – Affirmations

By signing the certification page within this application, the Applicants attest that UPH will complete all projects for which permits have been issued in accordance with the provisions of Section 1130 of the Health Facilities and Services Review Board's rules.

9. 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.

The Applicants agree 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 for Trinity Rock Island one year prior to the closing date of the planned transaction

10. 1130.520(b)(4) – Anticipated Benefits to the Community

UPH and Presbyterian are integrating their health systems for the purpose of strengthening the delivery of local healthcare by:

- o Creating an elevated model for sustainable healthcare in local communities and ensuring long-term financial stability for UPH and Presbyterian;
- o Continuing to prioritize value-based care;
- o Recognizing that given UPH's and Presbyterian's footprints, affordable access to rural healthcare is paramount;
- o Strengthening UPH's and Presbyterian's workforce pipelines and leveraging educational assets;
- o Enabling clinical excellence and designing highly reliable, evidence-based models of care;
- o Expanding SummitOne's healthcare financing capabilities to manage the financial risk of health plans and to align the clinical and economic interests of the plan beneficiaries' providers;
- o Combining the respective operations of UPH and Presbyterian to enable them to better serve their patients and beneficiaries; and
- o Increasing the providers who are clinically and economically aligned with SummitOne through value-based contracting and other risk-based mechanisms.

The parties believe this transaction will impact the lives of four million patients and members through more than twenty-six (26) hospital facilities, hundreds of clinics, a

40,000 strong workforce with nearly 3,000 physicians and advanced practice clinicians, and significant health plan operations.

11. 1130.520(b)(5) – Anticipated or Potential Cost Savings

The planned transaction will allow UPH and Presbyterian to establish a fully-integrated operating model amongst their health systems to ensure UPH and Presbyterian can achieve their shared goals and ongoing responsible stewardship of the charitable assets of the health systems so the health systems can continue to maintain a strong clinical, financial, strategic, and operational profile.

12. 1130.520(b)(6) – Quality Improvement Program

UPH and Presbyterian share similar values and goals including increasing investment in clinical excellence, improving patient and member experience, developing digital and other innovations, workforce development, improving access to care in rural communities, lowering administrative costs, and ongoing stewardship over the charitable assets with which they have been entrusted. By aspiring to consistently engage in process improvement and improve consistency to meet the highest standards for quality and patient and member satisfaction, UPH and Presbyterian will continue to advance the commitment to delivering care that is of the highest quality and eliminates preventable harm. It is also anticipated that UPH and Presbyterian will evaluate opportunities to integrate their quality plans toward the development of a System-wide quality plan after the closing of the planned transaction.

13. 1130.520(b)(7) – Selection Process for Governing Body

Upon consummation of the transaction, the Board of Directors of SummitOne will be comprised of three directors appointed by UPH, three directors appointed by Presbyterian, two at-large directors, the initial SummitOne CEO and the initial SummitOne President.

14. 1130.520(b)(9) – Change to Scope of Service or Levels of Care

There are no anticipated changes to the Categories of Service provided at Trinity Rock Island at this time. Trinity Rock Island will apply for and obtain approval from the State Board to make any adjustments necessary to best address the health care needs of the community served by Trinity Rock Island.

Section IV – Charity Care Information

The table below provides charity care information for the most recent three years for Trinity Rock Island.

TRINITY ROCK ISLAND CHARITY CARE			
	2020	2021	2022
Net Patient Revenue	\$215,773,000	\$241,852,000	\$234,361,000
Amount of Charity Care (charges)	\$5,365,000	\$4,754,000	\$3,595,000
Cost of Charity Care	\$1,570,000	\$1,359,000	\$1,102,000

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

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1	Applicant Identification including Certificate of Good Standing		17 – 20
2	Site Ownership		21 – 37
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.		38 – 39
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.		40 – 42
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