

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

E-017-25
RECEIVED

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

OCT 01 2025

This Section must be completed for all projects.

HEALTH FACILITIES &
SERVICES REVIEW BOARD

Facility/Project Identification

Facility Name: Javon Bea Hospital – Rockton Avenue Campus (Real Estate Only)		
Street Address: 2400 North Rockton Avenue		
City and Zip Code: Rockford 61103		
County: Winnebago	Health Service Area: I	Health Planning Area: B-01

Legislators

State Senator Name: Honorable Steve Stadelman
State Representative Name: Honorable Maurice West

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

Exact Legal Name: Javon Bea Hospital
Street Address: 2400 North Rockton Avenue
City and Zip Code: Rockford 61103
Name of Registered Agent: Meaghan Moriarty
Registered Agent Street Address: 8201 Riverside
Registered Agent City and Zip Code: Rockford 61114
Name of Chief Executive Officer: Javon R. Bea
CEO Street Address: 8201 Riverside
CEO City and Zip Code: Rockford 61114
CEO Telephone Number: 608-314-2468

Type of Ownership of Applicants

<input checked="" type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental
<input 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.

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: Juan Morado, Jr.
Title: Partner
Company Name: Benesch, Friedlander, Coplan and Aronoff LLP
Address: 71 S. Wacker Drive, Suite 1600 Chicago, IL 60606
Telephone Number: (312) 212-4967
E-mail Address: jmorado@beneschlaw.com
Fax Number: (877) 357-4913

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

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

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City and Zip Code: Rockford, IL 61103		
County: Winnebago	Health Service Area: I	Health Planning Area: B-01

Legislators

State Senator Name: Honorable Steve Stadelman
State Representative Name: Honorable Maurice West

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

Exact Legal Name:	Mercy Health Corporation
Street Address:	2400 North Rockton Avenue
City and Zip Code:	Rockford, IL 61103
Name of Registered Agent:	Meaghan Moriarty
Registered Agent Street Address:	2400 North Rockton Avenue
Registered Agent City and Zip Code:	Rockford, IL 61103
Name of Chief Executive Officer:	Javon R. Bea
CEO Street Address:	2400 North Rockton Avenue
CEO City and Zip Code:	Rockford, IL 61103
CEO Telephone Number:	815-971-1060

Type of Ownership of Applicants

<input checked="checked" type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
<input 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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County: Winnebago	Health Service Area: I	Health Planning Area: B-01

Legislators

State Senator Name: Honorable Steve Stadelman
State Representative Name: Honorable Maurice West

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

Exact Legal Name: Kingdom Authority International Ministries
Street Address: 518 North Court Street
City and Zip Code: Rockford 61103
Name of Registered Agent: Sheila Brown Moriarty
Registered Agent Street Address: 518 North Court Street
Registered Agent City and Zip Code: Rockford 61103
Name of President: Melvin Brown
President Street Address: 3233 City View Drive
President City and Zip Code: Rockford 61101
President Telephone Number: 815-964-5477

Type of Ownership of Applicants

<input checked="" type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental
<input 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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Title: Partner
Company Name: Benesch, Friedlander, Coplan and Aronoff LLP
Address: 71 S. Wacker Drive, Suite 1600 Chicago, IL 60606
Telephone Number: (312) 212-4967
E-mail Address: jmorado@beneschlaw.com
Fax Number: (877) 357-4913

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

Name: Meaghan Moriarty
Title: Head of Legal
Company Name: Mercyhealth
Address: 1000 Mineral Point Avenue; Janesville, WI 53548
Telephone Number: 608-314-2468
E-mail Address: mmoriarty@mhemail.org
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: Meaghan Moriarty
Title: Head of Legal
Company Name: Mercy Health Corporation
Address: 1000 Mineral Point Avenue; Janesville, WI 53548
Telephone Number: 608-314-2468
E-mail Address: mmoriarty@mhemail.org
Fax Number:

Site Ownership after the Project is Complete

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Kingdom Authority International Ministries
Address of Site Owner: 518 North Court Street; Rockford IL 61103
Street Address or Legal Description of the Site: 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: Javon Bea Hospital			
Address: 8201 E. Riverside Blvd. Rockford, IL 61114			
<input checked="" type="checkbox"/>	Non-profit Corporation	<input type="checkbox"/>	Partnership
<input type="checkbox"/>	For-profit Corporation	<input type="checkbox"/>	Governmental
<input type="checkbox"/>	Limited Liability Company	<input type="checkbox"/>	Sole Proprietorship
<input type="checkbox"/>	Other		

Operating Identity/Licensee after the Project is Complete

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

Exact Legal Name: Javon Bea Hospital- Rockton Avenue Campus

Address: 2400 North Rockton Avenue, Rockton, IL 61103

- ☒ Non-profit Corporation
☐ For-profit Corporation
☐ Limited Liability Company
Other

- ☐ Partnership
☐ Governmental
☐ Sole Proprietorship

☐

- 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.

Javon Bea Hospital proposes to sell the physical plant and underlying land located at 2400 N. Rockton Ave; Rockford, IL 61103 (the "Premises") to Kingdom Authority International Ministries. The 23,991 square feet of the Premises consisting of the Emergency Department and inpatient area utilized by Javon Bea Hospital at the Rockton Avenue Campus. The space will be leased back to Javon Bea Hospital for the purpose of allowing the licensed hospital services to continue to be provided at the location.

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: \$1.00

Fair Market Value: \$12,616,421

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): Upon HFSRB Approval or December 31, 2026

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.

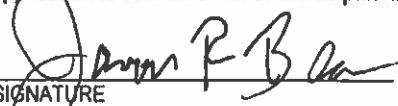
ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 04/2021 Edition

CERTIFICATION

The Application must be signed by the authorized representatives of the applicant entity. Authorized representatives are:

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

This Application is filed on the behalf of Mercy Health Corporation and Javon Bea Hospital 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

Javon R. Bea
PRINTED NAME

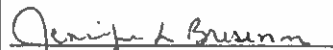
Chief Executive Officer
PRINTED TITLE


SIGNATURE

Joseph Malas
PRINTED NAME

Chief Financial Officer
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 24 day of September



Signature of Notary

Seal

*Insert the EXACT COPY OF THE NOTARY SEAL HERE



Notarization:
Subscribed and sworn to before me
this 24 day of September


Signature of Notary

Seal



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

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

This Application is filed on the behalf of Kingdom Authority International Ministries 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.

Melvin Brown
SIGNATURE

Melvin Brown
PRINTED NAME

President
PRINTED TITLE

Sheila Brown
SIGNATURE

Sheila Brown
PRINTED NAME

President
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 26th day of September

Cindy J Rathke
Signature of Notary

Seal

Notarization:
Subscribed and sworn to before me
this 26th day of September

Cindy J Rathke
Signature of Notary

Seal

*Insert the EXACT legal name of the applicant



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.
- x 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.
- x 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			
	2022	2023	2024
Net Patient Revenue	\$962,351	\$977,649	\$1,071,079
Amount of Charity Care (charges)	\$16,435	13,900	\$15,432
Cost of Charity Care	\$5,230	\$4,141	\$4,465

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

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

INDEX OF ATTACHMENTS			
ATTACHMENT NO.			PAGES
1	Applicant Identification including Certificate of Good Standing		16-19
2	Site Ownership		20-42
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.		43
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.		44
5	Background of the Applicant		45-48
6	Change of Ownership		49-63
7	Charity Care Information		64

**Attachment 1
Certificate of Good Standing**

Included with this attachment are the following documents:

1. The Illinois Certificate of Good Standing for Javon Bea Hospital.
2. The Illinois Certificate of Good Standing for Mercy Health Corporation.
3. The Illinois Certificate of Good Standing for Kingdom Authority International Ministries

Attachment 1
Certificate of Good Standing for Javon Bea Hospital

File Number 0215-546-0



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, 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

JAVON BEA HOSPITAL, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 15, 1883, 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 19TH day of SEPTEMBER A.D. 2025 .

Authentication #: 2526200772 verifiable until 09/19/2026
Authenticate at: <https://www.isos.gov>

Alexi Giannoulis
SECRETARY OF STATE

Attachment 1
Certificate of Good Standing for Mercy Health Corporation

File Number 6975-235-7



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

MERCY HEALTH CORPORATION, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON OCTOBER 24, 2014, 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.



Authentication #: 2526200798 verifiable until 09/19/2026
Authenticate at: <https://www.ilsos.gov>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 19TH day of SEPTEMBER A.D. 2025 .

Alexi Giannoulas
SECRETARY OF STATE

Attachment 1
Certificate of Good Standing for Kingdom Authority International Ministries

File Number 5769-965-5



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, 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

KINGDOM AUTHORITY INTERNATIONAL MINISTRIES, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 01, 1994, 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 19TH day of SEPTEMBER A.D. 2025 .

Authentication #: 2526200856 verifiable until 09/19/2026
Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulis
SECRETARY OF STATE

Attachment 2
Site Ownership

The current owner of the property Mercy Health Corporation will be selling the physical plant where the Javon Bea Hospital Rockton Avenue Campus is currently located. Kingdom Authority International Ministries has entered into a Purchase Agreement with Mercy Health Corporation for the property. In conjunction with this sale, the parties will be entering into a lease whereby Javon Bea Hospital will have the ability to continue utilizing the facility for hospital operations. Included as evidence of the sale is a copy of the purchase agreement and a copy of the lease between the parties allowing Javon Bea Hospital the ability to continue operating the hospital.

Purchase Agreement for Building Located at 2400 N. Rockton Ave, Rockford IL 61103

Attachment 2
Site Ownership

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT is entered into by and between Mercy Health Corporation, (being the record title holder or authorized agent for such record title holder), (hereinafter called "Seller"), and Kunden Artway International, Inc. c/o (or its nominee), (hereinafter called "Purchaser").

1. **Conveyance:** Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, the real estate commonly known as 2400 N. Rockton Ave., Rockford, IL 61103, Winnebago County, Illinois, more particularly described legally in Exhibit "A" attached hereto and made a part hereof, together with all easements, rights and appurtenances thereto, all buildings and improvements now located thereon, and all of Seller's rights, title and interest in all public ways adjoining the same (hereinafter, with the land, collectively called "Premises").

2. **Purchase Price:** The "Purchase Price" is One Dollar (\$1.00.) The purchase price (plus or minus closing prorations) shall be due and payable in cash upon Closing.

3. **Deed and Other Documents:** Seller shall convey marketable and insurable title to the Premises by a Warranty Deed, at Seller's sole cost, subject only to current real estate taxes, not delinquent, and covenants, conditions, easements, encumbrances and restrictions approved by Purchaser in writing and those Permitted Title Exceptions set forth and identified on Exhibit "B" attached hereto and made a part hereof. Seller shall also furnish Purchaser with: (i) an Affidavit of Title in customary form; (ii) a Bill of Sale for any items of personal property which the parties have agreed in writing are a subject of this transaction which items are set forth or described on Exhibit "C" attached hereto; (iii) assignments in proper form of all existing Leases (if any and if Purchaser, in its sole and absolute discretion elects to accept title subject to any such Lease) together with reasonable form notices to the tenants (executed by Seller) apprising each tenant of such lease assignment and the sale of the Premises; (iv) if applicable, a reasonable form of Tenant Estoppel Certificate executed and provided by each tenant; and (v) such other documents as are customarily required or are required herein to be delivered at Closing. Seller agrees to execute and deliver to Purchaser any other affidavit, statement or other document normally required by the title insurance company specified in Paragraph 5 as a condition for the issuance of the title insurance policy provided for below.

4. **Earnest Money:** No earnest money shall be included in this offer to purchase.

5. **Title Insurance:** Seller, at its own expense, shall procure and deliver to Purchaser within fifteen (15) days after execution hereof a title commitment on the Premises in writing (the "title insurer" or "escrow agent") in the amount of Purchase Price, covering the date of this Contract. If the title commitment discloses any defects in title, Seller shall have thirty (30) days from the date of Purchaser's notice of such defects to make a good faith effort to cure such defects and to furnish a later date report showing defects cured or removed. If such defects cannot be cured within said thirty (30) days, Purchaser may terminate this contract or may, at its election, take the title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount upon giving to Seller notice of such election and tendering performance on its part. When title is transferred to Purchaser, Seller shall cause to be delivered to Purchaser an owner's title insurance policy, as aforesaid, subject only to the approved title matters.

6. **Survey:** Seller shall, at Seller's expense, furnish Purchaser at least thirty (30) days prior to Closing with a current (not more than six (6) months old) certified land title survey drawn in accordance with the Minimum Standard Detail Requirements for Land Title Surveys as adopted by the American Land

Title Association and American Congress on Surveying and Mapping, bearing a legal description, made by a licensed surveyor, showing the area, dimensions and location of the Premises to the nearest monuments, streets, alleys on all sides, the location of all available utilities in adjoining streets, alleys or property, the location of all improvements and encroachments, the location of all recorded easements against or appurtenant to the Premises, and not disclosing any condition rendering the Premises unusable.

7. **Purchaser's Contingencies:** Seller hereby acknowledges that this purchase and sale is subject to the following additional general conditions precedent:

A. **Purchaser's Review of Economic and Feasibility Conditions:** Within 30 days after the date of Seller's acceptance of this Contract, Seller shall make all of the following available to Purchaser for inspection and/or reproduction (to the extent the same exist and are reasonably available) and upon receipt Purchaser shall sign a statement acknowledging receipt of same:

- (i) Most recent Real Estate Tax Bills and assessment information for the Premises;
- (ii) Copy of most recent survey for the Premises;
- (iii) Completed property disclosure report of all known uncured defects, which shall include environmental defects. Buyer acknowledges receipt of the property disclosure report satisfies any and all legal requirements to sell the property "as-is"; and
- (iv) Copies of all existing leases, rent rolls, operating statements, service and maintenance contracts, property management agreements and all other documents pertaining to the title, lease, operation and maintenance of the Premises (including copies of any pending claims or suits).

B. **Satisfaction/Completion of Contingencies.** In the event the foregoing conditions of the Contract have not been satisfied or complied with within the time period expressly set forth hereinabove, or as agreed later in writing by the parties, for satisfaction of each such condition, Purchaser may upon written notice to Seller at any time within the aforementioned applicable periods of time for satisfaction of such conditions, terminate this Contract if such failure to perform by the seller materially impacts the Purchaser, and the earnest money and documents deposited in escrow shall be returned to the party depositing same. Purchaser and Seller covenant to act in good faith and use due diligence to satisfy all conditions for which they are responsible, and neither party shall have the right to terminate this contract unless they have so performed.

8. **Inspection:** Following the date of this contract through Closing, Purchaser or its agents shall have the right upon twenty-four (24) hours' notice and at reasonable times to make or cause to be made any inspections of physical nature of the Premises deemed necessary or convenient to Purchaser. Seller agrees to fully cooperate with Purchaser in allowing Purchaser to make the foregoing inspections. All such inspections shall be subject to Purchaser's indemnity provisions at Paragraph 7A above. The Premises is being sold "As Is" and any defects discovered by any Inspection remain the sole responsibility of the Purchaser and Seller shall not be liable for any know or unknown defects.

9. **Seller's Warranties and Representations:** SELLER IS SELLING THE PROPERTY IN "AS-IS" CONDITION, WITH ALL FAULTS. PURCHASER ACKNOWLEDGES AND ACCEPTS THAT BUYER IS PURCHASING THE PROPOERTY IN ITS CURRENT CONDITION AND WITHOUT ANY

REPRESENTATIONS, GUARANTEES, OR WARRANTIES FROM SELLER, EITHER EXPRESSED OR IMPLIED, AS TO SUITABILITY OR CONDITION.

10. **Possession:** Seller covenants to deliver to Purchaser at Closing sole and actual possession of the Premises, subject only to the Permitted Title Exceptions, and the tenancy(ies) of any bona-fide tenants in possession pursuant to valid leases that are in good standing.

11. **Escrow/Closing:** Closing and settlement shall take place at the office of the title insurer/escrowee, or at a place mutually agreed to by the parties, on _____, or such other date hereafter mutually agreed in writing. This sale shall be closed in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then furnished and in use by the aforementioned escrow agent, with such special provisions inserted in the escrow agreement as may be required to conform with this

contract, or such other escrow agreement as the parties hereto may have agreed or consent to. Prior to closing in escrow, Seller shall submit to Purchaser for approval a copy of the proposed Deed, a copy of the most recent tax bill, and a copy of all other closing documents and items described in Paragraph 3 hereof. All current real estate taxes are to be prorated as of the date of closing, and if the amount of such taxes is not then ascertainable, the prorating shall be on the basis of the amount of the most recent ascertainable taxes subject to post-closing reparation of such taxes upon the availability of the bills therefor. At Closing the parties shall enter into a reasonable form of real estate tax reparation agreement. Any rents, tenant security deposits, assigned insurance policy premiums and other such items shall also be equitably prorated upon closing. All state and county transfer and conveyance taxes and/or documentary stamps and special real estate taxes and assessments shall be paid for by the Seller. The cost of any municipal transfer and conveyance taxes and/or documentary stamps shall be borne by the party charged with responsibility for the same by applicable municipal ordinance, provided, however, if the ordinance is silent as to a responsible party then the same shall be an expense of the Seller. The cost of recording the documents called for herein shall be paid for by Purchaser. The cost of the escrow shall be divided equally between Seller and Purchaser. All costs related to the issuance of the title policy, including title examination fees and premiums shall be paid for by Seller, except, however, title and escrow costs and premiums related to Purchaser's mortgage loan financing or added requested endorsements shall be an expense of Purchaser.

12. **Date of Contract/Time of the Essence/Cure of Defaults:** The effective date of this contract shall be the later of the dates following Seller's and Purchaser's signatures hereto. Time is of the essence of this contract. In the event that any of the foregoing covenants are not met or complied with within the time limits provided for herein, either party may give written notice to the other party demanding that this contract be performed within fifteen (15) days from the date of said notice. In the event said demand is not complied with, the demanding party may, at its option, declare this contract null and void and of no further force and effect and/or avail itself of any other remedy at law or in equity (including specific performance), provided, however, that except as otherwise expressly provided herein in the event Purchaser's default remains uncured, forfeiture of the earnest money shall be Seller's sole and exclusive remedy.

13. **Lease Back.** Purchaser acknowledges that Seller may require the continued use of the Premises after the closing for the continued operation of a standby ED and certain acute inpatient services. Should Seller require such a lease back, Purchaser and Seller will enter into a lease agreement that will allow Seller to lease back such space to operate such services for only the cost of operations (e.g., fair share of electrical, water, etc.) and only for such time during which Seller is required to operate the hospital services by the Illinois Department of Public Health.

14. **Notices:** All notices and demands herein required shall be in writing and shall be deemed given if served personally or upon deposit in the United States Certified Mail, Return Receipt Requested as follows:

TO SELLER: 1000 Mineral Point Ave.
Janesville, WI 53548
Attn: Joanna Benning

TO PURCHASER:

15. **Miscellaneous Covenants:** This Contract shall be governed by and construed in accordance with the law of the State of Illinois. Venue for any disputes hereunder or enforcement hereof shall be in the Illinois Circuit Court having its situs in the County in which the Premises are situated. All of the covenants, warranties, representations and agreements herein contained shall not merge with the Deed but rather shall survive

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closing and shall run with the land and extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties for a period of two (2) year following Closing. If any term, covenant or condition of this contract is unlawful or unenforceable, it shall be severed from this contract and given no effect and the remaining terms and conditions of this contract shall continue to be operative, binding and effective. This document contains all of the agreements between the parties and may be modified only by a written amendment executed by the parties hereto.

16. **Risk of Loss:** It is agreed that this contract is governed by the provisions of the Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1 *et seq.*).

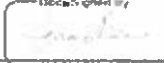
17. **Assignment:** This Contract shall bind and benefit the parties hereto and their respective heirs, successors and assigns. Purchaser shall not assign this Contract or Purchaser's rights hereunder without Seller's prior written consent, provided, however, Purchaser shall be permitted to designate and identify to Seller (by written notice at least five (5) business days prior to closing) an affiliated entity of Purchaser or Purchaser's owner who will be the nominee and assignee of Purchaser hereunder and the designated grantee in the Deed.

18. **Recordation/Memorandum:** Seller agrees to reasonably cooperate with Purchaser for purposes of executing and delivering to Purchaser a recordable short-form memorandum of this Contract if Purchaser requests the same.

19. **Broker's Commission:** Each party warrants and represents to the other that except for , neither party has retained a broker in connection with this sale and purchase of the Premises, and each party hereby indemnifies, defends and holds harmless the other against all claims for broker's fees or similar commissions from any brokers or finders other than those identified in this Paragraph 18, claiming by, through or under the indemnifying party. Seller shall pay any commission or fee due and owing any broker expressly identified in this Paragraph 18.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates referred to below their respective signatures.

SELLER:



By: Joanna Benning

Name/Title: Vice President

DATE: _____, 20____

PURCHASER:



By: Parker S

Name/ Title: Melvin Sheela

DATE: 8/4/, 2025

EXHIBIT "A"

LEGAL DESCRIPTION

Permanent Index Number(s):

First Amendment to the Real Estate Purchase Contract

This first amendment (this "Amendment") to the Real Estate Purchase Contract (the "Agreement"), is entered into by and between Mercy Health Corporation ("Seller") and Kingdom Authority International ("Purchaser"), collectively referred to herein as the "Parties."

In order to reflect their mutual agreement Seller and Purchaser hereby agree to amend the Agreement as follows:

1. Section 6 of the Agreement shall be deleted in its entirety and replaced with the following:

"6. Survey: Seller shall, at Seller's expense, furnish to Purchaser a current land survey made by a licensed surveyor."

2. Section 11 shall be modified to change the closing date to no later than October 30, 2025. The rest of Section 11 remains the same.

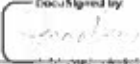
3. Section 20 shall be added to the Agreement and read as follows:

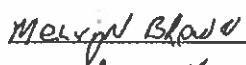
"20. Certificate of Exemption Contingency: The parties agree that the sale of the Property requires a Certificate of Exemption under 77 Ill. Adm. Code Part 1130 and the sale and closing of the Property is contingent on receiving approval for the Certificate of Exemption.

4. Except as specifically set forth in this Amendment, the Agreement remains unchanged and in full force and effect.

Mercy Health Corporation

Kingdom Authority International


By: Vice President
Date: 9/23/2025 | 12:07 PM CDT


By: Shella K...
Date: 8/23/25

LEASE AGREEMENT

This Lease agreement is entered into, by and between Kingdom Authority International Ministry ("Landlord"), and Mercy Health Corporation ("Tenant").

RECITALS

WHEREAS, Tenant is the current owner of 2400 N. Rockton Ave., Rockford, IL 61103 ("Property")

WHEREAS, Landlord is in the process of purchasing the Property from the Tenant,

WHEREAS, Tenant requires the continued use of the Emergency Department and Inpatient Areas ("Premises") following the Landlord's purchase of the Property

WHEREAS, Landlord desires to lease a portion of the Property to Tenant, and Tenant desires to lease a portion of the Property from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

AGREEMENT

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the parties agree as follows:

LEASE SUMMARY. Unless otherwise defined in this Lease, the "Terms" set forth below shall have the meanings set forth in this section.

<u>Term</u>	<u>Definition</u>
Date of Lease:	Sept. 19, 2025 or, if prior to Sept. 19, 2025, the date the Landlord acquires 2400 N. Rockton Ave.,
Landlord:	2400 N. Rockton Ave., Rockford, IL 61103
Tenant:	Mercy Health Corporation 1000 Mineral Point Avenue Janesville, WI 53548
Property:	2400 N. Rockton Ave., Rockford, IL 61103
Premises:	That portion of the Property commonly referred to as the Emergency Department and Inpatient Areas, which consists of approximately 23,991 square feet, as further designated on the

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floor plan attached hereto.

Initial Term:	Ten (10) years
Renewal Term:	Two (2), five (5) year options.
Commencement Date:	Sept. 19, 2025 or, if prior to Sept. 19, 2025, the date the Landlord acquires 2400 N. Rockton Ave.
Expiration Date:	Ten years from the Commencement Date.
Rent (Lease Term):	Tenant shall pay Landlord \$1.00 monthly, plus utilities for the Premises.
Renewal Base Rent:	No change in rent unless mutually agreed between the parties.
Rent Commencement Date:	Sept. 19, 2025 or, if prior to Sept. 19, 2025, the date the Landlord acquires 2400 N. Rockton Ave.
Permitted Use:	N/A
Security Deposit:	N/A
Landlord Allowance:	N/A
Metered Utilities:	The Tenant shall be responsible for paying its share of the metered utilities based on the percentage of square footage they occupy on the premises. Example: If the rented space is 10,000 sqft and the entire premises is 20,000 sqft, the tenant would be responsible for 50% of the utilities.
Tenant Broker:	N/A
Exhibits:	The following Exhibits are attached to this Lease and incorporated herein by reference: Exhibit A – Site Map

1. **Premises and Permitted Use:** The Landlord leases to Tenant and Tenant leases from Landlord the Premises. Tenant agrees to occupy the Premises in an 'as is' condition. The Premises shall only be used for the Permitted Use. Tenant shall refrain from any conduct that disrupts the ability of other tenants or surrounding properties to use or access their properties.

2. **Term:**

(a) Lease Term. The term of this Lease shall commence on the Commencement Date, and terminate on the Expiration Date (the "Term").

(b) Renewal Term. So long as Tenant is not in default hereunder, then Tenant shall have the option to renew this lease for two (2) renewal terms of five (5) years each (the "Renewal Term"). Tenant shall provide Landlord with written notice exercising such Renewal Term no less than sixty (60) days prior to the expiration of the then current Term or Renewal Term, as may be the case.

(c) Termination. The parties agree that this lease shall terminate upon Mercy Health Corporation receiving a Certificate of Need from the State of Illinois approving the closure of the Premises.

3. Rent: Tenant agrees to pay rent as identified in the Lease Summary starting on the Commencement Date, and on the (1st) day of each and every month thereafter during the Lease Term.

4. Security Deposit: Intentionally omitted.

5. Taxes: Tenant hereby acknowledges that Landlord is a 501(c)(3) tax-exempt entity and is not assessed real property taxes against the Property. Tenant warrants and represents that it is also a tax-exempt entity and that Tenant's occupancy of the Premises will not result in real property taxes assessed against the Premises or Property. If either this Lease or Tenant's occupancy of the Premises results in assessment of real property taxes against the Property, in whole or in part, Tenant hereby agrees to pay such real property if Landlord provides evidence that any such real property taxes were caused by the Tenant.

6. Compliance with Laws and Rules and Regulations. Each party shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining the Premises. The parties acknowledge and agree that the Premises is commercially reasonable for the intended purpose and the Rent and other terms of this Lease are commercially reasonable and consistent with fair market value and does not, and is not intended to, take into account the volume or value of business between the parties.

7. Insurance: During the Lease Term, Tenant will, at its expense, maintain (i) workers' compensation insurance in an amount required by applicable law; and (ii) commercial general liability insurance for bodily injury to, or personal injury to, or death of any person, or more than one (1) person, or for damage to personal property, and such insurance shall be on an occurrence basis providing coverage in an amount not less than One Million Dollars (\$1,000,000.00) single limit per occurrence with an annual aggregate of notices not less than Two Million Dollars (\$2,000,000.00).

Tenant shall bear the risk of any and all damage to Tenant's personal property, including but not limited to, the contents, trade fixtures, machinery, equipment, furniture and furnishings it places in the Premises except to the extent the damage was caused by Landlord's willful misconduct or negligence.

Landlord shall maintain fire and extended coverage insurance on Premises and commercial general liability insurance in such amounts as Landlord shall deem appropriate provided that such amount covers the cost/replacement of the Property. Tenant shall not be named as additional insured on such policies.

8. **Mutual Waiver of Subrogation:** Nothing in this Lease shall be construed so as to authorize or permit any insurer of Landlord or Tenant to be subrogated to any right of Landlord or Tenant against the other party arising under this Lease. Landlord and Tenant each hereby release the other to the extent of any perils to be insured against under Section 7 of this Lease only, and to the extent of insurance coverage for any loss or damage caused by any such casualty, unless such incidents shall be brought about by the fault or negligence of either party. All insurance policies to be provided under Section 7 by either Landlord or Tenant shall contain a provision that they are not invalidated by the foregoing waiver.

9. **Maintenance, Repairs and Alterations:** Tenant shall keep the Premises and appurtenances (including, but not limited to, interior and exterior windows, interior and exterior doors, and interior painting) in good order and condition, protect against misuse and will make all necessary repairs thereto at its own expense up to \$1,000.00. Any repairs over \$1,000.00 shall be the responsibility of the Landlord unless caused by the Tenants willful misuse. Plumbing facilities shall not be used by Tenant for any purpose other than those for which they were constructed; and no sweepings, rubbish, ashes, hazardous materials, newspapers or other inappropriate substances of any kind shall be knowingly thrown into them. Tenant agrees to keep the Premises in a neat, good and sanitary condition and to place garbage, trash, rubbish and all other disposables only where Landlord directs. Tenant shall keep the Premises heated at all times to a temperature sufficiently high enough to prevent freezing of water pipes and fixtures. Tenant shall repair any damage to the Premises resulting from the gross negligent actions of Tenant, its agents, employees or invitees. Except for repairs for damages caused by the gross negligent actions of the Tenant, its agents, employees, or invitees, Landlord shall maintain and make all necessary structural repairs, as reasonably deemed necessary by Landlord, to the exterior masonry walls of the Premises, foundation, subfloor and roof of the building, and any other structural portions of the building, and the utility installations, wiring, conduit and plumbing that provide water, sewer, electricity, telephone and gas service to the Premises, after being notified of the need for such repairs within a reasonable amount of time. Landlord will arrange for preventative/routine maintenance of the primary heating, ventilation and air-conditioning system ("HVAC System") serving the Premises. Tenant shall be responsible for 100% of any repair or replacement cost resulting from the Tenant's intentional misuse of the HVAC System.

10. **Utility Charges:** Landlord shall pay for one hundred percent (100%) of all Separately Metered Utilities as identified in the Lease Summary, other than internet and IT services.

11. **Signs:** Tenant may install signs that are permitted under local rule, regulation, or ordinance, but only with the prior written consent of Landlord which approval shall not be unreasonably withheld. Upon termination of this Lease, all signs must be removed and Premises restored to its original or better condition, reasonable wear and tear excepted or as mutually agreed in writing by the parties.

12. **Environmental:** Other than materials routinely used in Tenant's business used in compliance with environmental laws, rules, regulations, order or ordinances, Tenant shall not knowingly bring Hazardous Substances onto the Premises nor knowingly allow Tenant's agents, employees or invitees to bring Hazardous Substances onto the Premises, other than those necessary for the Permitted Use. Tenant agrees to indemnify Landlord against any Losses (as defined herein) incurred by Landlord arising out of any Hazardous Substance created by Tenant on the Premises or out of any Hazardous Substances brought onto the Premises by Tenant, its agents, employees or invitees. For purposes of this Agreement, "Hazardous Substances" shall mean and refer to any and all hazardous, extremely hazardous or toxic substances or wastes or constituents other than those materials routinely used in Tenant's business, as those terms are defined by any environmental laws, rules, regulations, orders or ordinances.

13. **Casualty.** If a fire or other casualty causes substantial damage to the Building or the Premises, and insurance proceeds have been made available to Landlord to repair the damage by the insurer and any mortgagee, then Landlord shall engage an architect to certify within one (1) month of the casualty to both Landlord and Tenant the amounts of time needed to restore (i) the Building and (ii) the Premises to tenantability, using standard working methods. If the time certified by such architect with respect to the Premises exceeds ninety (90) days from the beginning of the restoration, or if the restoration would begin during the last eighteen (18) months of the Lease, then either Landlord or Tenant may terminate this Lease by giving notice to the other within thirty (30) days of the date Landlord gives Tenant notice of the architect's certification. If insurance proceeds are not made available to Landlord by the insurer or any mortgagee or if the casualty is the Building and Landlord determines it would be uneconomical to reconstruct or repair the damage, then Landlord may terminate this Lease by notice to Tenant within thirty (30) days after the casualty. The termination shall be effective thirty (30) days from the date of the notice and Rent shall be paid by Tenant to that date, with an abatement for any portion of the Premises which has been rendered untenable by the casualty. If a casualty causes damage to the Building or the Premises but this Lease is not terminated for any reason, then subject to the rights of any mortgagee, Landlord shall obtain the applicable insurance proceeds and diligently restore the Building and the Premises to the extent of such proceeds. Landlord shall have the right to adapt the restoration of the Premises to comply with Governmental Requirements that are then in effect. Landlord shall not be required to restore

Tenant's personal property, trade fixtures or alterations. Rent shall be abated on a per diem basis during the restoration for any portion of the Premises which is untenantable, except to the extent that Tenant's negligence, breach of this Lease, or intentional conduct caused the casualty.

14. **Surrender**: At the expiration or earlier termination of the Lease Term or any extensions hereof, Tenant shall promptly return the Premises in the condition, order and repair in which it is required to be maintained by Tenant under this Lease, reasonable wear and tear excepted or as agreed in writing by the parties.

15. **Holdover**: Tenant shall have no right to holdover and remain in possession of the Premises after the expiration of the Lease Term or after the date specified in any notice of termination given by either the Landlord or Tenant, unless otherwise permitted by Landlord in writing.

16. **Subordination/Non-disturbance**: This Lease shall be subject and subordinate at all times to the lien of any lending institution's mortgage or deed of trust now or hereafter placed upon the Premises or upon any real property of which the Premises form a part, and Tenant agrees to execute any instrument which may be reasonably required by Landlord to evidence the subordination of this Lease provided, however, the holder of such mortgage or deed of trust shall not disturb Tenant's possession or its rights to possession of the Premises or any other right or privilege created for or inuring to the benefit of Tenant under this Lease so long as Tenant is not in default. If Tenant's possession or its rights to possession of the Premises or any other right or privilege are disturbed by the subordination, Tenant may terminate this Lease immediately without penalty.

17. **Continuous Operation**. Intentionally omitted.

18. **Suitability for Purpose**. Landlord shall ensure that the property is and remains in suitable condition during the duration of the Tenant's lease and any renewal periods. Maintaining the property in suitable condition includes but is not limited to correcting any structural or physical defects, sewer or drainage defects and inadequate or defective electric, plumbing or other building service.

19. **Parking**. Tenant and any of its invitees shall be allowed to use the property parking during the duration of the Lease. Tenant shall not be charged for the use of the parking space.

20. **Alterations and Surrender**. Any partitions, hardware, equipment, and all other improvements and all fixtures, except trade fixtures, ("Improvements") constructed in the Premises by either Landlord or Tenant shall remain the property of the party who constructed the Improvement unless otherwise agreed to in writing. Tenant shall remove any Improvements at the termination of the Lease or of Tenant's right to possession unless otherwise agreed in writing between the parties. Tenant will, at the expiration or termination of the lease, deliver the Premises in the good order and condition, reasonable wear and tear excepted.

21. Defaults; Remedies:

Tenant agrees that any one or more of the following events shall be considered events of default as said term is used herein:

(a) If Tenant fails to pay in full when due and without demand any and all undisputed installments or rent, additional rent or any other sums payable hereunder and such default continues for a period of five (5) days after written notice thereof by Landlord to Tenant;

(b) If Tenant defaults in the performance of any other covenant, condition or agreement herein contained to be performed by Tenant and such default continues for a period of 30 days provided, however, that if the nature of Tenant's covenant is such that more than 30 days are required for performance, then Tenant shall not be in default if Tenant commences performance and diligently prosecutes the same to completion within sixty (60) days of written notice by Landlord or as mutually agreed in writing;

(c) If Tenant abandons the Premises without providing a commercially reasonable level of security; or

(d) If Tenant becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a petition in bankruptcy or for reorganization or for an arrangement with creditors under any Federal or State act filed by or against Tenant is not dismissed within one hundred eighty (180) days after filing, or a bill in equity is filed or other proceeding commenced for the appointment of a receiver, trustee, liquidator, custodian, conservator or similar official for any of Tenant's assets.

Upon the occurrence of any of the foregoing events of default which remain uncured past applicable cure periods, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Premises is not surrendered, Landlord may reenter the Premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use all reasonable efforts to mitigate its damages. Notwithstanding anything hereinabove stated, Landlord shall not exercise any right or remedy provided for in this Lease or allowed by law because of nonpayment of rent or additional rent by Tenant without having first given five (5) days prior written notice thereof to Tenant.

Landlord agrees that any one or more of the following events shall be considered events of default as said term is used herein:

(a) If Landlord fails to maintain the property in similar or better condition when this agreement is executed, including parking lot and outside appearance;

- (b) If Landlord defaults in the performance of any other covenant, condition or agreement herein contained to be performed by Landlord and such default continues for a period of 30 days provided, however, that if the nature of Tenant's covenant is such that more than 30 days are required for performance, then Tenant shall not be in default if Tenant commences performance and diligently prosecutes the same to completion within sixty (60) days of written notice by Landlord or as mutually agreed in writing;
- (c) If Landlord restricts or prohibits Tenant's or Tenant's invitees use of the parking on the property, except for when the parking lot is being repaired or maintained; or
- (d) If Landlord becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a petition in bankruptcy or for reorganization or for an arrangement with creditors under any Federal or State act filed by or against Landlord is not dismissed within one hundred eighty (180) days after filing, or a bill in equity is filed or other proceeding commenced for the appointment of a receiver, trustee, liquidator, custodian, conservator or similar official for any of Landlord's assets.

22. **Late Charges.** In addition to default remedies in Section 20, payments of any amount required to be paid under this Lease by Tenant which are not received by Landlord by the 5th day after the date they are due, including Landlord sending Tenant notice of default, shall accrue interest of one and one-half percent (1.5%) per month on all unpaid amounts required to be paid under this Lease. Said late charges shall become part of and in addition to the then due monthly rental. Tenant acknowledges that late payments will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which would be impossible or extremely difficult to ascertain. Tenant agrees that the interest contemplated by this Section represent a fair and reasonable estimate of the costs which Landlord will incur as a result of any such late payments by Tenant. Acceptance of late charges and interest by Landlord shall not constitute a waiver of Tenant's default with respect to any overdue amount, or prevent Landlord from exercising any other rights or remedies under this Lease.

23. **Attorney's Fees:** In the event either party shall bring an action for damages for an alleged breach of any provision of this Lease or to enforce, protect or establish any term or covenant of this Lease, the prevailing party, if any, may be entitled to recover reasonable attorney's fees and court costs as may be fixed by the court.

24. **Indemnification:** Tenant agrees to indemnify and hold Landlord, its Affiliates (and their officers, representatives, agents and employees), its representatives, lenders, agents, and employees (the foregoing, collectively, the "Landlord Related Parties"), harmless from and

against any and all third party losses, damages, claims, suits, actions, judgments, liabilities and expenses, including without limitation reasonable attorneys' fees (collectively, "Losses"), arising out of, or with respect to: (a) the unlawful use or occupancy of the Premises by Tenant or any person claiming under Tenant; (b) any activity, work, or thing done or permitted by Tenant in the Premises; (c) any injury or damage to the person, property, or business of Tenant, its employees, agents, contractors, invitees, visitors, or any other person entering upon the Premises under the express or implied invitation of Tenant; or (d) any injury to, or death of, persons and/or any damage to, or destruction of, property, on or about the Premises and attributable to the gross negligence or willful misconduct of Tenant, or Tenant's officers, employees, agents, or contractors, except for any such breach, any injury or death or any damage or destruction arising solely out of the negligence or willful misconduct of Landlord, or any Landlord Related Party.

Landlord agrees to indemnify and hold Tenant, its Affiliates (and their officers, representatives, agents and employees), its representatives, lenders, agents, and employees (the foregoing, collectively, the "Tenant Related Parties"), harmless from and against any and all losses, damages, claims, suits, actions, judgments, liabilities and expenses, including without limitation reasonable attorneys' fees (collectively, "Losses"), arising out of, or with respect to: (a) the negligence or intentional acts or omissions of Landlord, agents, affiliates, or its employees, (ii) a default by Landlord under this Lease, whether prior to, during or after the Lease Term, (iii) any damage sustained as a result of Landlord's actions or inactions or failure to maintain the overall property.

These indemnification obligations shall survive the expiration of the Lease Term (or earlier termination of this Lease). For purposes of this Lease, "Affiliate" means, with respect to any entity, any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the first mentioned entity or which, directly or indirectly, owns 10% or more of the outstanding voting stock (or similar ownership interest) of the first-mentioned entity.

25. **Landlord's Right of Entry:** The parties shall mutually agree on the date and time of entry onto the Premises, except in the case of an emergency where Landlord may enter immediately for the purpose of inspecting them or making any repairs.

26. **Estoppel Certificate.** Tenant may, within ten (10) business days or as soon as reasonably practical, of receiving a request from Landlord or any Master Lessor or Mortgagee, execute, acknowledge in recordable form, and deliver to the requesting party or its designee a certificate stating, subject to a specific statement of any applicable exceptions, that the Lease as amended to date is in full force and effect, that the Tenant is paying Rent and other charges on a current basis, and that to the knowledge of the Tenant, the Landlord has committed no uncured defaults and has no offsets or claims. The certifying party may also be required to state the date of commencement of payment of Rent, the Commencement Date, the Termination Date, the Base Rent, the current Operating Cost Share Rent and Tax Share Rent estimates, the status of any improvements required to be completed by Landlord, the amount of any security deposit, and

such other matters as may be reasonably requested. It is intended that any such certificate delivered by Tenant may be relied upon by Landlord, any Master Lessor, Mortgagee, prospective mortgagee or prospective purchaser of the Property. Tenant's failure to deliver any estoppel certificate in the time and manner provided herein may constitute an Event of Default.

27. **Assignment and Subletting:** Neither party shall assign this Lease, in whole or in part, nor shall Tenant sublet the Premises, or any part or portion thereof without the prior written consent of the other party.

28. **No Waiver:** No delay or omission of Landlord to exercise any right or power under this Lease shall impair any such right or power or be construed to be a waiver of any such right or power or any acquiescence in any failure, breach, or default by Tenant. No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant.

29. **Notice:** Any notice required or permitted under this Lease shall be in writing and shall be deemed given when actually delivered or three (3) business days after deposit in the United States mail as certified or registered mail, addressed to the addresses set forth in the beginning of this Lease or to such other address as may be specified from time to time by either of the parties in the manner above provided for the giving of notice.

30. **NO LIABILITY; NO REPRESENTATIONS OR WARRANTIES:**

THE LIABILITY OF LANDLORD AND LANDLORD RELATED PARTIES TO TENANT FOR ANY DEFAULT, ACT OR OMISSION BY LANDLORD UNDER THE TERMS OF THIS LEASE SHALL BE THE GREATER OF THE INTEREST OF LANDLORD IN THE BUILDING AND THE PREMISES OR INSURANCE LIMITATIONS, AND NEITHER LANDLORD NOR ANY OF LANDLORD RELATED PARTIES SHALL BE LIABLE FOR ANY DEFICIENCY.

TENANT ACKNOWLEDGES AND AGREES THAT TENANT TAKES THE PREMISES AS-IS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, VERBAL OR WRITTEN, BY LANDLORD, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR HABITABILITY OR REGARDING THE CONDITION OR REPAIR OF THE PREMISES.

31. **Captions:** The captions in this Lease are for convenience only and are not part of this Lease and do not in any way define, limit, describe or amplify the terms and provisions of this Lease or the scope or intent thereof.

32. **Separability:** If any term or provision of this Lease shall be deemed invalid or unenforceable, the remainder of this Lease shall not be affected thereby and the rest of the terms and provisions shall be valid and enforceable.

33. **Authority; Binding Effect:** If the Landlord or Tenant shall be a limited liability company, corporation, trust or general or limited partnership, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such entity. The provisions of this Lease shall be binding upon, and shall inure to the benefit of the parties and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns.

34. **Venue:** This Lease shall be construed and enforced in accordance with the laws of the state in which the Premises shall be located.

35. **WAIVER OF TRIAL BY JURY.** Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, any claim of injury or damage, or the enforcement of any remedy under any statute, emergency or otherwise.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement of Lease to be executed as of the date first above written.

LANDLORD:

By: Melvin A. Sherrin

TENANT:

Mercy Health Corporation,
a Wisconsin non-stock corporation

By: 

Name: Joanna Benning

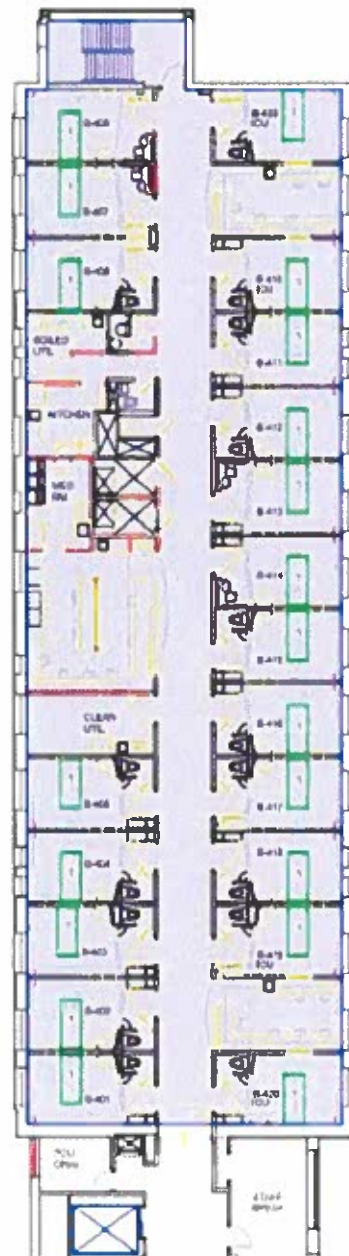
Title: Vice President

EXHIBIT A

Site Map

[SEE ATTACHED]

[illegible]



B-Wing

B4 ICU BEDS
 MED/SURG
 DECOMMISSIONED
 7,145 SQFT

<p>Partial 4th Floor Plan EXISTING SCALE Not to Scale</p>	<p>DATE 8/29/2022</p>	<p>B4</p>
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Attachment 3
Certificate of Good Standing – Javon Bea Hospital

File Number 0215-546-0



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, 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

JAVON BEA HOSPITAL, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 15, 1883, 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.



Authentication #: 2526200772 verifiable until 09/19/2026
Authenticate at: <https://www.ilsos.gov>

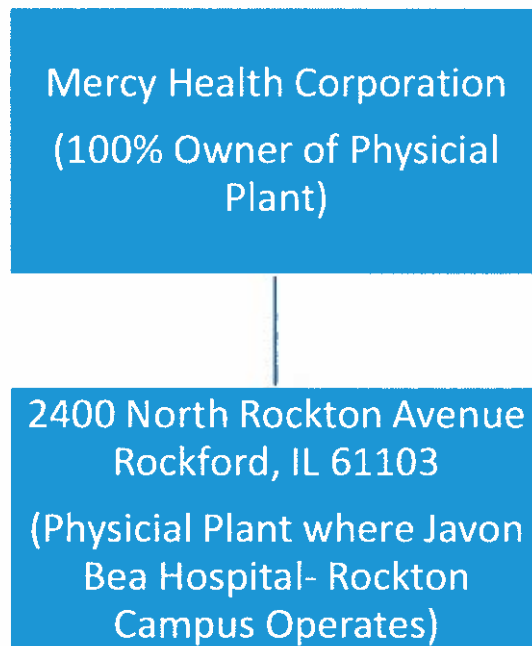
In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 19TH day of SEPTEMBER A.D. 2025 .

Alexi Giannoulis
SECRETARY OF STATE

Attachment 4
Organizational Relationships

The physical plant will be owned by Kingdom Authority International Ministries following this transaction and they will enter into a lease with Javon Bea Hospital for the continued operation of the hospital operations.

Pre-Transactional Organizational Chart



Post-Transactional Organizational Chart



**Attachment 5
Background of the Applicant**

1. **A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.**

Included with this Attachment is Mercy Health Corporation's verification that it owns the following Illinois healthcare facilities:

- Javon Bea Hospital, which operates with two inpatient campuses: one located at N. Rockton Ave and one located at E Riverside Blvd.
- Mercy Harvard Hospital
- Mercyhealth Hospital and Physician Clinic – Crystal Lake
- Van Matre Encompass Health Rehabilitation Institute a joint venture with Javon Bea Hospital)

Javon Bea Hospital and Kingdom Authority International Ministries neither own nor operate any other licensed Illinois Healthcare facilities as defined by the Act.

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.**

See #1 above.

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.**

A copy of the letter certifying regarding adverse actions against Javon Bea Hospital is included with this attachment.

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.**

A letter authorizing access as required is included with this attachment.

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.**

Not Applicable.

**Attachment 5
Background of the Applicant**

September 23, 2025

John P. Kniery
Board Administrator
Illinois Health Facilities and Services Review Board
525 W Jefferson Street, Floor 2
Springfield, IL 62761

**Re: Certification and Authorization Letter –Javon Bea Hospital Rockton Avenue
Campus (Real Estate Only)**

Dear Mr. Kniery,

As a representative of Mercy Health Corporation and Javon Bea Hospital, I, Meghan Moriarty, give authorization to the Health Facilities and Services Review Board and the Illinois Department of Public Health ("IDPH") to access documents necessary to verify the information submitted including, but not limited to: official records of IDPH or other state agencies, the licensing or certification records of other states, and the records of nationally recognized accreditation organizations.

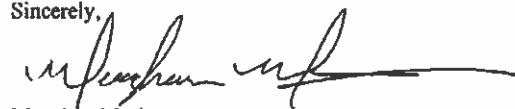
I further verify that Javon Bea Hospital has no ownership interest in other healthcare facilities. Javon Bea Hospital has had no adverse actions to report for the past three (3) years. Mercy Health Corporation has an ownership interest in several healthcare facilities including:

- Javon Bea Hospital, which operates with two inpatient campuses: one located at N. Rockton Ave and one located at E Riverside Blvd.
- Mercy Harvard Hospital
- Mercyhealth Hospital and Physician Clinic – Crystal Lake
- Van Matre Encompass Health Rehabilitation Institute (a joint venture with Javon Bea Hospital)

I further verify that the healthcare facilities owned by Mercy Health Corporation have had no adverse actions to report for the past three (3) years.

I hereby certify this is true and based upon my personal knowledge under penalty of perjury and in accordance with 735 ILCS 5/1-109.

Sincerely,



Meaghan Moriarty
Sr. Director; Head of Legal
Mercy Health Corporation

27562269 v1

Attachment 5
Background of the Applicant

September 24, 2025

John P. Kniery
Board Administrator
Illinois Health Facilities and Services Review Board
525 W Jefferson Street, Floor 2
Springfield, IL 62761

**Re: Certification and Authorization Letter -Javon Bea Hospital Rockton Avenue
Campus (Real Estate Only)**

Dear Mr. Kniery,

As a representative of Kingdom Authority International Ministries, I, Melvin Brown and Shelia Brown, give authorization to the Health Facilities and Services Review Board and the Illinois Department of Public Health ("IDPH") to access documents necessary to verify the information submitted including, but not limited to: official records of IDPH or other state agencies, the licensing or certification records of other states, and the records of nationally recognized accreditation organizations.

I further verify that Kingdom Authority International Ministries has no ownership interest in other healthcare facilities. I hereby certify this is true and based upon my personal knowledge under penalty of perjury and in accordance with 735 ILCS 5/1-109.

Sincerely,

Melvin Brown and Shelia Brown
Owner & Operator
Kingdom Authority International Ministries

MELVIN BROWN
Shelia Brown

27562269 v1

Attachment 5
Background of the Applicant

Facility Name	IDPH Facility Number
Javon Bea Hospital	0002048
Mercy Harvard Hospital	0004911
Mercyhealth Hospital and Physician Clinic- Crystal Lake	0006403
Van Matre Encompass Health Rehabilitation Institute	0005215

Attachment 6
Change of Ownership

Section 1130.520(b)(1)(B)- Names of parties

The application for exemption is subject to approval under Section 1130.560 and shall include the information required by Section 1130.500

1. Mercy Health Corporation
2. Javon Bea Hospital
3. Kingdom Authority International Ministries

Attachment 6
Change of Ownership

Section 1130.520(b)(1)(B)- Background of the parties

"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."

Mercy Health Corporation and Javon Bea Hospital

Mercy Health Corporation is an Illinois non-profit corporation and sole member of Javon Bea Hospital, also an Illinois non-profit corporation. Javon Bea Hospital operates Javon Bea Hospital, an Illinois licensed hospital consisting of two inpatient campuses: one located at 2400 N. Rockton Ave; Rockford, Illinois 61103 and the other located at 8201 E. Riverside Blvd; Rockford, Illinois 61114. Except as set forth in the certification included in Attachment 5, there have been no adverse actions taken against Mercy Health Corporation or Javon Bea Hospital 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 Mercy Health Corporation or Javon Bea Hospital, directly or indirectly, within three years preceding the filing of the application.

Kingdom Authority International Ministries

Kingdom Authority International Ministries is a registered 501(c)(3) nonprofit organization based at 518 North Court Street, Rockford, Illinois, established in 2000. The church operates as a faith-based community organization offering spiritual, social, and outreach services to Rockford residents. The Ministry is led by Pastor Melvin Brown (and Pastor Sheila Brown) and is engaged in several community development efforts. As a religious organization, it has contributed to the civic fabric of the city through both spiritual ministry and efforts to address broader social needs.

Attachment 6
Change of Ownership

Section 1130.520(b) (1)(C)- Structure of the transaction

The application for exemption is subject to approval under Section 1130.560 and shall include the information required by Section 1130.500.

The transaction is the donative sale of the physical plant and underlying land located at 2400 N. Rockton Ave; Rockford, Illinois 61103 and underlying land to Kingdom Authority International Ministries. Javon Bea Hospital will lease back the approximately 23,991 square feet in the physical plant necessary to operate the stand-by Emergency Department and inpatient ICU located at the site under its hospital license.

Attachment 6
Change of Ownership

1130.520(b) (1)(D)- Entity to be Licensed after transaction

"Name of the person who will be the licensed or certified entity after the transaction"

Following the proposed transaction, Javon Bea will continue to be the licensed entity that will operate at the physical plant.

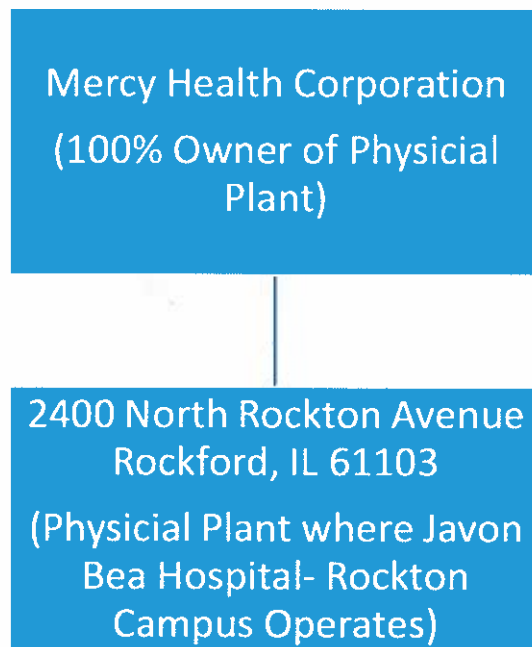
Attachment 6
Change of Ownership

Section 1130.520(b) (1)(E)- List of Ownership

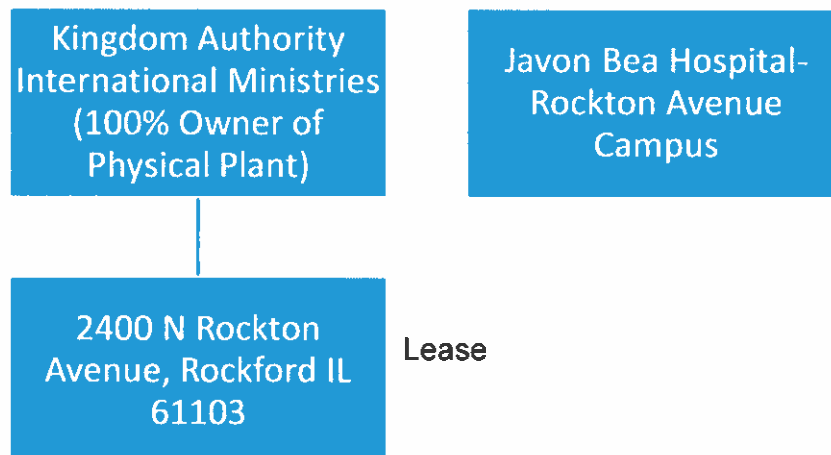
"List of the ownership or membership interests in such licensed or certified entity both prior to and after the transaction, including a description of the applicant's organizational structure with a listing of controlling or subsidiary persons."

The ownership and membership interests in the licensed entities will remain the same after the transaction as they existed prior to the transaction. These interests are reflected in the organizational chart below.

Pre-Transactional Organizational Chart



Post-Transactional Organizational Chart



Attachment 6
Change of Ownership

Section 1130.520(b) (1)(F)- Fair Market Value of the transaction

"Fair market value of assets to be transferred."

The estimated value of the physical plant and land is approximately \$12,616,421, as listed in the 2025 STAX-300-HC Annual Certification Form for Hospital Sales Tax Exemption submitted to the Illinois Department of Revenue for Javon Bea Hospital.

Attachment 6
Change of Ownership

Section 1130.520(b) (1)(G)- Purchase price

"The purchase price or other forms of consideration to be provided for those assets. [20 ILCS 3960/8.5(a)]"

The transaction is intended to be a donative transfer for the benefit of the community with a purchase price of \$1.00.

Attachment 6
Change of Ownership

Section 1130.520(b)(2)- Outstanding Permits

"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"

Not Applicable.

Attachment 6
Change of Ownership

Section 1130.520(b)(2)- Hospital Charity Care

"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"

Not Applicable.

Attachment 6
Change of Ownership

Section 1130.520(b)(2)- Anticipated Benefits to the Community

"A statement as to the anticipated benefits of the proposed change in ownership to the community."

The sale of the physical plant and underlying land to a community organization like Kingdom Authority International Ministries ensures that the site will continue to be location where the residents of Rockford will continued to be served for years to come.

Attachment 6
Change of Ownership

Section 1130.520(b)(2)- Anticipated Cost Savings for the Community and Facility

"The anticipated or potential cost savings, if any, that will result for the community and the facility because of the change in ownership"

There are no potential cost savings anticipated with the sale of this physical plant.

Attachment 6
Change of Ownership

Section 1130.520(b)(2)- Quality Improvement Program

"A description of the facility's quality improvement program mechanism that will be utilized to assure quality control"

There will be no change to the quality improvement program related to the hospital services as a result of this transaction. Javon Bea Hospital will remain responsible for meeting all quality improvement requirements at the location related to the hospital services.

Attachment 6
Change of Ownership

Section 1130.520(b)(2)- Facility's Governing Body

"A description of the selection process that the acquiring entity will use to select the facility's governing body"

There will be no change in the selection process for the governing body of the hospital spaces located within the physical plant as a result of this transaction, which will remain subject to the Bylaws of Javon Bea Hospital and the powers reserved to Mercy Health Corporation.

Attachment 6
Change of Ownership

Section 1130.520(b)(2)- Review Criteria in 77 Ill. Admin. Code 1110.240

"A statement that the applicant has prepared a written response addressing the review criteria contained in 77 Ill. Adm. Code 1110.240 and that the response is available for public review on the premises of the health care facility"

A response has been prepared addressing the review criteria in 77 Ill. Admin. Code 1110.240 and is available for public review on the premises of the facility.

Attachment 6
Change of Ownership

Section 1130.520(b)(2)- Summary of Proposed Changes Within 24 Months

"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."

No change in services or levels of care are anticipated as a result of the change of ownership of the physical plant and underlying land. The operation of the stand-by Emergency Department and inpatient ICU has been temporarily suspended in accordance with 77 Ill. Adm. Code 1320.240. The temporary suspension became effective July 1, 2025. The decision to temporarily suspend in-patient and standby emergency services at the Rockton Campus was made due to concerns related to ensuring the clinical safety of patients due to the risk of flooding at the campus. Monthly updates regarding the temporary suspension are being made as required by 77 Ill. Adm. Code 1320.240(d) and a final determination as to those services will be made within the required 1-year time frame from the initial suspension of services. Any changes to scope or level of care will be presented to the IHFSRB as required by the Illinois Health Facilities Planning Act and the applicable rules promulgated thereunder.

Attachment 7
Charity Care

CHARITY CARE			
	2022	2023	2024
Net Patient Revenue	\$962,351	\$977,649	\$1,071,079
Amount of Charity Care (charges)	\$16,435	13,900	\$15,432
Cost of Charity Care	\$5,230	\$4,141	\$4,465

INDEX OF ATTACHMENTS			
ATTACHMENT NO.			PAGES
1	Applicant Identification including Certificate of Good Standing		16-19
2	Site Ownership		20-42
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.		43
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.		44
5	Background of the Applicant		45-48
6	Change of Ownership		49-63
7	Charity Care Information		64