



Rock Island County
1504 Third Avenue
Rock Island, IL 61201
(309) 558-3605
www.RockIslandCounty.org

Mission Statement: *To Build the Future and Improve the Quality of Life for Our Community*

County Board Agenda

Thursday, May 21st, 2020 5:30 PM

(Reconvened from May 19th Meeting)

The Rock Island County Board will meet at the above date and time in the conference room of the County Administration Offices via Teleconference on the second floor of the County Building, 1504 Third Avenue, Rock Island, IL.

Pursuant to the Illinois Gubernatorial COVID-19 Executive Order No. 5, the provisions of the Open Meetings Act, 5 ILCS 120, requiring or relating to in-person attendance by members of a public body are suspended, specifically requirements 5 ILCS 120-2.02 that "members of a public body must be physically present" is suspended and the conditions in 5 ILCS 120/7 that limit when remote participation is permitted is suspended. The public may call in remotely to the meeting by dialing 312-626-6799 and entering Meeting ID: 942 5925 0168

Agenda as follows:

1. Call to order and roll call
2. Public Comment
3. Closed Session for 5 ILCS 120/2(c) (6) – The setting of a price for sale or lease of property owned by the public body
4. [Consider Action on an Amendment to the Asset Purchase Agreement with Aperion Care, Inc. dated February 25, 2020.](#)
5. Communications – County Clerk Karen Kinney
6. Recess

The next regularly scheduled meeting of the Rock Island County Board will be on

Tuesday, June 16th, 2020 at 5:30 PM.

FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT (this “*First Amendment*”) is made and entered into as of May 18, 2020 by and among by and among **THE COUNTY OF ROCK ISLAND, ILLINOIS**, a public body corporate and politic of the State of Illinois (“*Seller*”), , and **APERION CARE, INC.**, an Illinois corporation, or its designee (“*Purchaser*”).

RECITALS

A. Seller and Purchaser have entered into that certain Asset Purchase Agreement dated March 2, 2020 (as amended, the “*Purchase Agreement*”). Capitalized terms not otherwise defined in this First Amendment have the meaning set forth in the Purchase Agreement.

B. The parties now desire to amend the Purchase Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained in this First Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree that the Purchase Agreement is amended as follows:

AGREEMENT

1. Closing Date. Section 4(a) of the Purchase Agreement is hereby amended by replacing “August 1, 2020” with “July 1, 2020”.

2. Purchase Price. Section 5(a) of the Purchase Agreement is hereby amended to provide that the Purchase Price shall be an amount equal to Four Million Dollars (\$4,000,000).

3. Land. The “Land” as defined in the Purchase Agreement is agreed to be the land shown on the Plat of Survey recorded in the Rock Island County Recorder’s Office on February 19, 2020, and bearing recording number 2020-02466.

4. Escrow Deposit. On or before 5:00 pm (central time) on May 21, 2020, Purchaser shall have deposited with the Title Company, and the Title Company shall have received, the additional amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) (the “*Second Additional Escrow Deposit*” and, collectively with the Initial Escrow Deposit, and the Additional Escrow Deposit, the “*Escrow Deposit*”). In the event the Additional Escrow Deposit has not been timely deposited and received on or before such date and time, Seller shall have the right to terminate the Purchase Agreement and OTA (in which event the Escrow Deposit shall be returned to Purchaser).

5. New License. On the Date hereof, Purchaser shall, and shall cause the New Operator, at its sole expense, to file their CON Application (including all fees, forms, notices, consents and other supporting documentation required under such application) with the Illinois Department of Public Health.

6. Termination. In the event the transactions contemplated under the Purchase Agreement (and the OTA) are not consummated for any reason by July 1, 2020, Seller shall (i) have the right, in its sole discretion, to terminate the Purchase Agreement (and the OTA), and (ii) if the Seller so terminates the Purchase Agreement and OTA, then unless such failure to timely consummate the transaction was the result of the Illinois Health Facilities Services and Review Board's failure to issue a C.O.N. for the transaction through no fault of Purchaser, Seller shall be entitled to the Escrow Deposit.

7. Approval of Board. Notwithstanding anything to the contrary herein, this Amendment is expressly contingent upon the approval of Seller's board at the meeting thereof on May 21, 2020. In the event Seller's board does not approve this Amendment at such meeting, the Purchase Agreement and OTA shall be of no further force or effect, and the Additional Escrow Deposit shall be released to Purchaser.

8. Changes; Effectiveness. No changes are being made to the Purchase Agreement except as set forth in this First Amendment. Except as modified hereby, the Purchase Agreement shall remain in full force and effect. On and after the effectiveness of this First Amendment, each reference in the Purchase Agreement to "Agreement," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the Agreement, as amended by this First Amendment. If there is any inconsistency between the Agreement on the one hand, and this First Amendment on the other hand, this First Amendment shall control.

9. Counterparts. This First Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other party. Signatures on this First Amendment which are transmitted electronically shall be valid for all purposes.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment effective as of the date and year first above written.

SELLER:

THE COUNTY OF ROCK ISLAND, ILLINOIS,
a public body corporate and politic of the
State of Illinois

Attest:

By: _____
Karen Kenney, County Clerk

By: _____
Richard Brunk, County Board Chair

PURCHASER:

APERION CARE, INC.,
an Illinois corporation

By: _____
Name: _____
Title: _____

FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT (this “*First Amendment*”) is made and entered into as of May 22, 2020 by and among by and among **THE COUNTY OF ROCK ISLAND, ILLINOIS**, a public body corporate and politic of the State of Illinois (“*Seller*”), , and **APERION CARE, INC.**, an Illinois corporation, or its designee (“*Purchaser*”).

RECITALS

A. Seller and Purchaser have entered into that certain Asset Purchase Agreement dated March 2, 2020 (as amended, the “*Purchase Agreement*”). Capitalized terms not otherwise defined in this First Amendment have the meaning set forth in the Purchase Agreement.

B. The parties now desire to amend the Purchase Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained in this First Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree that the Purchase Agreement is amended as follows:

AGREEMENT

1. Closing Date. Section 4(a) of the Purchase Agreement is hereby amended by replacing “August 31, 2020” with “July 1, 2020”.

2. Land. The “Land” as defined in the Purchase Agreement is agreed to be the land shown on the Plat of Survey recorded in the Rock Island County Recorder’s Office on February 19, 2020, and bearing recording number 2020-02466 (the “Plat of Survey”), provided that the reduction in the Land as a result of the parcel split reflected therein does not remove any portion of the land necessary for use in the operation of the Facility or result in any lack of legal compliance.

3. Purchase Price. Section 5(a) of the Purchase Agreement is hereby amended to provide that the Purchase Price shall be an amount equal to Four Million Dollars (\$4,000,000).

4. Escrow Deposit. On or before 5:00 pm (central time) on May 22, 2020, Purchaser shall have deposited with the Title Company, and the Title Company shall have received the Additional Escrow Deposit. In the event the Additional Escrow Deposit has not been timely deposited and received on or before such date and time, Seller shall have the right to terminate the Purchase Agreement and OTA (in which event the Escrow Deposit shall be returned to Purchaser). The Additional Deposit shall be non-refundable subject to the satisfaction of the closing conditions in Section 15 (as amended herein) or otherwise refundable to Purchaser pursuant to Section 18 of the Purchase Agreement.

5. Permitted Exceptions. “Permitted Exceptions” shall include all such matters shown on the current Survey obtained by Purchaser as of the date hereof, and those matters shown on the Plat of Survey, provided that the reduction in the Land as a result of the parcel split reflected therein does not remove any portion of the land necessary for use in the operation of the Facility or result in any lack of legal compliance

6. Section 15 Conditions to Purchaser’s Obligations.

a. Title. Section 15.e. is here by deleted and replaced with:

Delivery of Title. On the Closing Date, Seller shall deliver insurable fee simple title to the Real Property, subject only to the Permitted Exceptions.

b. Zoning. The parties acknowledge and agree that the requirements of Section 15.j. have been satisfied as of the date hereof, and shall be satisfied at Closing provided that the reduction in the Land as a result of the parcel split reflected in the Plat of Survey does not cause the Real Property to no longer be in legal compliance and that Seller shall not otherwise take any action or fail to take any action after the date hereof to cause the Real Property to not be in legal compliance.

c. New License. For purposes of Section 15.k, New Operator shall have been deemed to have timely filed its application for the IDPH License if the application is filed by May 28, 2020.

d. CON. Section 15.q. of the Purchase Agreement is hereby deleted and replaced with:

CON. The Illinois Health Facilities and Services Review Board shall have provided CON approval allowing a non-governmental entity to own and operate the Property.

7. CON application. On or before the date hereof, Purchaser and New Operator have, at their sole expense, filed their CON application (including all fees, forms, notices, consents and other supporting documentation required under such application) with the Illinois Health Facilities and Services Review Board.

8. Termination. In the event the transactions contemplated under the Purchase Agreement (and the OTA) are not consummated by July 1, 2020, and such failure is not a result of (i) failure a closing condition pursuant to Section 15 to be satisfied, (ii) CON approval has not been received by Purchaser from the Illinois Health Facilities and Services Review Board, or (iii) as a result of a casualty or condemnation pursuant to Section 18, Seller shall (x) have the right, in its sole discretion, to terminate the Purchase Agreement (and the OTA), and (y) if the Seller so terminates the Purchase Agreement and OTA, Seller shall receive the Escrow Deposit.

9. Changes; Effectiveness. No changes are being made to the Purchase Agreement except as set forth in this First Amendment. Except as modified hereby, the Purchase Agreement shall remain in full force and effect. On and after the effectiveness of this First Amendment, each reference in the Purchase Agreement to “Agreement,” “hereunder,” “hereof,” “herein” or words of like import shall mean and be a reference to the Agreement, as amended by this First Amendment.

If there is any inconsistency between the Agreement on the one hand, and this First Amendment on the other hand, this First Amendment shall control.

10. Counterparts. This First Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other party. Signatures on this First Amendment which are transmitted electronically shall be valid for all purposes.

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment effective as of the date and year first above written.

SELLER:

THE COUNTY OF ROCK ISLAND, ILLINOIS,
a public body corporate and politic of the
State of Illinois

Attest:

By: _____
Karen Kenney, County Clerk

By: _____
Richard Brunk, County Board Chair

PURCHASER:

APERION CARE, INC.,
an Illinois corporation

By: _____
Name: _____
Title: _____