

RECEIVED

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

MAR 10 2016

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION HEALTH FACILITIES &
SERVICES REVIEW BOARD

This Section must be completed for all projects.

E-016-16

Facility/Project Identification

Facility Name: Decatur Digestive Disease Center		
Street Address: #2 Memorial Drive, Physician Plz West, Ste 102		
City and Zip Code: Decatur 62526		
County: Macon	Health Service Area: 4	Health Planning Area: 004

Applicant /Co-Applicant Identification

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

Exact Legal Name: Decatur Digestive Disease Center, LLC	
Address: #2 Memorial Drive, Physician Plz West, Ste 102, Decatur, IL 62526	
Name of Registered Agent: Deborah Bragg	
Name of Chief Executive Officer: Victor Eloy, M.D.	
CEO Address: #2 Memorial Drive, Physician Plz West, Ste 102, Decatur, IL 62526	
Telephone Number: (217) 233-5586	

Type of Ownership of Applicant/Co-Applicant

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

- o Corporations and limited liability companies must provide an Illinois certificate of good standing.
- o Partnerships must provide the name of the state in which 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: E. Zachary Dinardo
Title: Attorney
Company Name: Sorling Northrup
Address: 1 N. Old State Capitol Plaza, Suite 200, Springfield, IL 62705
Telephone Number: (217) 544-1144
E-mail Address: ezdinardo@sorlinglaw.com
Fax Number: (217) 522-3173

Additional Contact

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

Name: John W. Ridley
Title: Executive Vice President and Chief Operating Officer
Company Name: Decatur Memorial Hospital
Address: 2300 N. Edward Street
Telephone Number: (217) 876-2126
E-mail Address: johnr@dmhhs.org
Fax Number: (217) 876-2125

**ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT****SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION**

This Section must be completed for all projects.

Facility/Project Identification

Facility Name:		
Street Address:		
City and Zip Code:		
County:	Health Service Area	Health Planning Area:

Applicant /Co-Applicant Identification

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

Exact Legal Name:	Decatur Memorial Hospital
Address:	2300 N. Edward Street, Decatur, IL 62526
Name of Registered Agent:	Timothy D. Stone, Jr.
Name of Chief Executive Officer:	Timothy D. Stone, Jr.
CEO Address:	2300 N. Edward Street, Decatur, IL 62526
Telephone Number:	(217) 876-2114

Type of Ownership of Applicant/Co-Applicant

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

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

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

Primary Contact

[Person to receive ALL correspondence or inquiries]

Name:	E. Zachary Dinardo
Title:	Attorney
Company Name:	Sorling Northrup
Address:	1 N. Old State Capitol Plaza, Suite 200, Springfield, IL 62705
Telephone Number:	(217) 544-1144
E-mail Address:	ezdinardo@sorlinglaw.com
Fax Number:	(217) 522-3173

Additional Contact

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

Name:	John W. Ridley
Title:	Executive Vice President and Chief Operating Officer
Company Name:	Decatur Memorial Hospital
Address:	2300 N. Edward Street
Telephone Number:	(217) 876-2126
E-mail Address:	johnr@dmhhs.org
Fax Number:	(217) 876-2125

**ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT****SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION**

This Section must be completed for all projects.

Facility/Project Identification

Facility Name:		
Street Address:		
City and Zip Code:		
County:	Health Service Area	Health Planning Area:

Applicant /Co-Applicant Identification

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

Exact Legal Name:	Illinois Health and Science
Address:	2300 N. Edward Street, Decatur, IL 62526
Name of Registered Agent:	Timothy D. Stone, Jr.
Name of Chief Executive Officer:	Timothy D. Stone, Jr.
CEO Address:	2300 N. Edward Street, Decatur, IL 62526
Telephone Number:	(217) 876-2114

Type of Ownership of Applicant/Co-Applicant

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

Primary Contact

[Person to receive ALL correspondence or inquiries]

Name:	E. Zachary Dinardo
Title:	Attorney
Company Name:	Sorling Northrup
Address:	1 N. Old State Capitol Plaza, Suite 200, Springfield, IL 62705
Telephone Number:	(217) 544-1144
E-mail Address:	ezdinardo@soffinglaw.com
Fax Number:	(217) 522-3173

Additional Contact

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

Name:	John W. Ridley
Title:	Executive Vice President and Chief Operating Officer
Company Name:	Decatur Memorial Hospital
Address:	2300 N. Edward Street
Telephone Number:	(217) 876-2126
E-mail Address:	johnr@dmhhs.org
Fax Number:	(217) 876-2125

Post Permit Contact

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

Name:	John W. Ridley
Title:	Executive Vice President and Chief Operating Officer
Company Name:	Decatur Memorial Hospital
Address:	2300 N. Edward Street, Decatur, IL 62526
Telephone Number:	(217) 876-2126
E-mail Address:	johnr@dmhhs.org
Fax Number:	(217) 876-2125

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner:	LHPT Decatur, LLC
Address of Site Owner:	200 West Madison, Suite 3200, Chicago, IL 60606
Street Address or Legal Description of Site:	
Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statement, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease or a lease.	
APPEND DOCUMENTATION AS ATTACHMENT-2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

Operating Identity/Licensee

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

Exact Legal Name:	Decatur Digestive Disease Center, LLC		
Address:	#2 Memorial Drive, Physician Plz West, Ste 102, Decatur, IL 62526		
☐	Non-profit Corporation	☐	Partnership
☐	For-profit Corporation	☐	Governmental
☒	Limited Liability Company	☐	Sole Proprietorship
		☐	Other
- o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. - o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. - o Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.			
APPEND DOCUMENTATION AS ATTACHMENT-3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

Organizational Relationships

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

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

Flood Plain Requirements

[Refer to application instructions.]

Not Applicable.

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

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

Historic Resources Preservation Act Requirements

[Refer to application instructions.]

Not Applicable.

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

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

DESCRIPTION OF PROJECT**1. Project Classification**

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

Part 1110 Classification:

☒ Substantive☐ Non-substantive

2. Narrative Description

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

Decatur Digestive Disease Center ("DDDC") is a free-standing, single-specialty ambulatory surgical treatment center which provides gastroenterological surgical services on the campus of Decatur Memorial Hospital ("DMH") in Decatur, Illinois. DDDC has 2 procedure rooms and 4 recovery rooms. DDDC is a Delaware limited liability company which is authorized to transact business in Illinois. DDDC is currently owned by DMH and Decatur Digestive Consultants, LLC equally. However DDDC and DMH have received Board approval of their request for a Change of Ownership Exemption, and the change of ownership pursuant to that exemption will result in DMH owning 100% of DDDC. On April 1, 2016, upon receipt of the permit requested in this application, DDDC will be discontinued as a free-standing facility and will be converted to a provider-based outpatient operation and incorporated into the GI outpatient department of DMH. No change in the size and scope of the operations, or the scope of services or levels of care currently provided at DDDC, is expected to occur after the transition to the DMH outpatient department. This is a substantive project because it involves the discontinuation of a licensed health care facility.

Project Costs and Sources of Funds

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

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs	0	0	0
Site Survey and Soil Investigation	0	0	0
Site Preparation	0	0	0
Off Site Work	0	0	0
New Construction Contracts	0	0	0
Modernization Contracts	0	0	0
Contingencies	0	0	0
Architectural/Engineering Fees	0	0	0
Consulting and Other Fees	0	0	0
Movable or Other Equipment (not in construction contracts)	0	0	0
Bond Issuance Expense (project related)	0	0	0
Net Interest Expense During Construction (project related)	0	0	0
Fair Market Value of Leased Space or Equipment	0	0	0
Other Costs To Be Capitalized	0	0	0
Acquisition of Building or Other Property (excluding land)	0	0	0
TOTAL USES OF FUNDS	0	0	0
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	0	0	0
Pledges	0	0	0
Gifts and Bequests	0	0	0
Bond Issues (project related)	0	0	0
Mortgages	0	0	0
Leases (fair market value)	0	0	0
Governmental Appropriations	0	0	0
Grants	0	0	0
Other Funds and Sources	0	0	0
TOTAL SOURCES OF FUNDS	0	0	0
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT-7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

Related Project Costs

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

Land acquisition is related to project	☐ Yes	☒ No
Purchase Price:	\$ 0	
Fair Market Value:	\$ 0	
The project involves the establishment of a new facility or a new category of service ☐ Yes ☒ No		
If yes, provide the dollar amount of all non-capitalized operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100.		
Estimated start-up costs and operating deficit cost is \$ 0		

Project Status and Completion Schedules

For facilities in which prior permits have been issued please provide the permit numbers.	
Indicate the stage of the project's architectural drawings:	
☒ None or not applicable	☐ Preliminary
☐ Schematics	☐ Final Working
Anticipated project completion date (refer to Part 1130.140): April 1, 2016	
Indicate the following with respect to project expenditures or to obligation (refer to Part 1130.140): Not Applicable	
☐ Purchase orders, leases or contracts pertaining to the project have been executed.	
☐ Project obligation is contingent upon permit issuance. Provide a copy of the contingent "certification of obligation" document, highlighting any language related to CON Contingencies	
☐ Project obligation will occur after permit issuance.	
APPEND DOCUMENTATION AS ATTACHMENT-8, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

State Agency Submittals

Are the following submittals up to date as applicable:
☒ 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 for permit being deemed incomplete.

Cost Space Requirements

Not Applicable

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

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
REVIEWABLE							
Medical Surgical							
Intensive Care							
Diagnostic Radiology							
MRI							
Total Clinical							
NON REVIEWABLE							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL							

APPEND DOCUMENTATION AS ATTACHMENT-3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Facility Bed Capacity and Utilization

Not Applicable

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

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

CERTIFICATION

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

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

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

SIGNATURE

Victor Eloy, M.D.

PRINTED NAME

Manager

PRINTED TITLE

SIGNATURE

John W. Ridley

PRINTED NAME

Manager

PRINTED TITLE

Notarization:

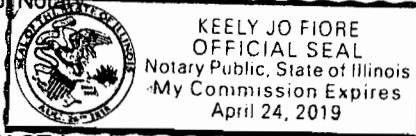
Subscribed and sworn to before me
this 24 day of February, 2016

Notarization:

Subscribed and sworn to before me
this 24 day of February, 2016

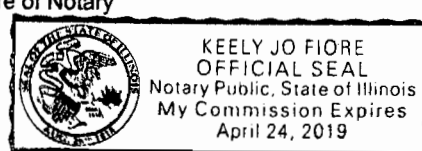
Signature of Notary

Seal

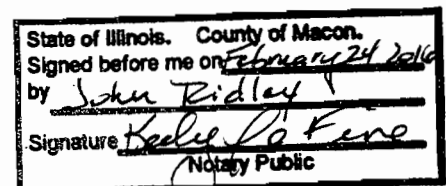
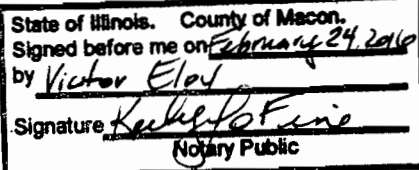


Signature of Notary

Seal



*Insert EXACT legal name of the applicant



CERTIFICATION

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

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

This Application for Permit is filed on the behalf of Decatur Memorial 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 for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.

Timothy D. Stone, Jr.
SIGNATURE

Timothy D. Stone, Jr.
PRINTED NAME
President and
Chief Executive Officer
PRINTED TITLE

John W. Ridley
SIGNATURE

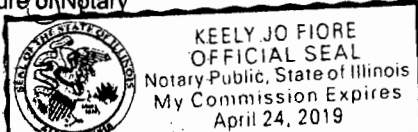
John W. Ridley
PRINTED NAME
Executive Vice President and
Chief Operating Officer
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 24 day of February, 2016

Notarization:
Subscribed and sworn to before me
this 24 day of February, 2016

Keely Jo Fiore
Signature of Notary

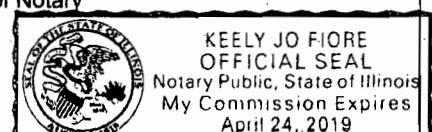
Seal



*Insert EXACT legal name of the applicant

Keely Jo Fiore
Signature of Notary

Seal



State of Illinois. County of Macon.
Signed before me on February 24, 2016
by Timothy D. Stone, Jr.
Signature Keely Jo Fiore
Notary Public

State of Illinois. County of Macon.
Signed before me on February 24, 2016
by John W. Ridley
Signature Keely Jo Fiore
Notary Public

CERTIFICATION

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

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

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

Timothy D Stone Jr
SIGNATURE

Timothy D Stone, Jr.
PRINTED NAME
President and
Chief Executive Officer
PRINTED TITLE

Kevin P. Horath
SIGNATURE

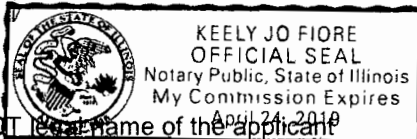
Kevin P. Horath
PRINTED NAME
Vice President, Human Resources
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 24 day of February, 2016

Notarization:
Subscribed and sworn to before me
this 24 day of February, 2016

Keely Jo Fiore
Signature of Notary

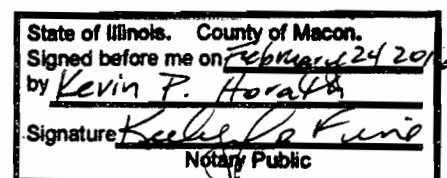
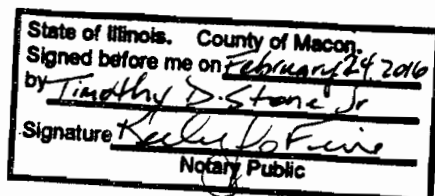
Seal



*Insert EXACT legal name of the applicant

Keely Jo Fiore
Signature of Notary

Seal



SECTION II. DISCONTINUATION

This Section is applicable to any project that involves discontinuation of a health care facility or a category of service. **NOTE:** If the project is solely for discontinuation and if there is no project cost, the remaining Sections of the application are not applicable.

Criterion 1110.130 - Discontinuation

READ THE REVIEW CRITERION and provide the following information:

GENERAL INFORMATION REQUIREMENTS See Attached

1. Identify the categories of service and the number of beds, if any that is to be discontinued.
2. Identify all of the other clinical services that are to be discontinued.
3. Provide the anticipated date of discontinuation for each identified service or for the entire facility.
4. Provide the anticipated use of the physical plant and equipment after the discontinuation occurs.
5. Provide the anticipated disposition and location of all medical records pertaining to the services being discontinued, and the length of time the records will be maintained.
6. For applications involving the discontinuation of an entire facility, certification by an authorized representative that all questionnaires and data required by HFSRB or DPH (e.g., annual questionnaires, capital expenditures surveys, etc.) will be provided through the date of discontinuation, and that the required information will be submitted no later than 60 days following the date of discontinuation.

REASONS FOR DISCONTINUATION See Attached

The applicant shall state the reasons for discontinuation and provide data that verifies the need for the proposed action. See criterion 1110.130(b) for examples.

IMPACT ON ACCESS See Attached

1. Document that the discontinuation of each service or of the entire facility will not have an adverse effect upon access to care for residents of the facility's market area.
2. Document that a written request for an impact statement was received by all existing or approved health care facilities (that provide the same services as those being discontinued) located within 45 minutes travel time of the applicant facility.
3. Provide copies of impact statements received from other resources or health care facilities located within 45 minutes travel time, that indicate the extent to which the applicant's workload will be absorbed without conditions, limitations or discrimination.

APPEND DOCUMENTATION AS ATTACHMENT-10, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

D. Projected Operating Costs

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

E. Total Effect of the Project on Capital Costs

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

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

XI. Safety Net Impact Statement

See attached.

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

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

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

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

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

Safety Net Information per PA 86-0031			
CHARITY CARE			
Charity (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
Total			
Charity (cost in dollars)			
Inpatient			
Outpatient			
Total			
MEDICAID			
Medicaid (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
Total			

Medicaid (revenue)			
Inpatient			
Outpatient			
Total			

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

XII. Charity Care Information

See attached.

Charity Care Information MUST be furnished for ALL projects.

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

Charity care" means care provided by a health care facility for which the provider does not expect to receive payment from the patient or a third-party payer. (20 ILCS 3980/3) Charity Care must be provided at cost.

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

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

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

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

INDEX OF ATTACHMENTS		
ATTACHMENT NO.		PAGES
1	Applicant/Coapplicant Identification Including Certificate of Good Standing	18
2	Site Ownership	23
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	65
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	68
5	Flood Plain Requirements	
6	Historic Preservation Act Requirements	
7	Project and Sources of Funds Itemization	
8	Obligation Document if required	
9	Cost Space Requirements	
10	Discontinuation	70
11	Background of the Applicant	
12	Purpose of the Project	
13	Alternatives to the Project	
14	Size of the Project	
15	Project Service Utilization	
16	Unfinished or Shell Space	
17	Assurances for Unfinished/Shell Space	
18	Master Design Project	
19	Mergers, Consolidations and Acquisitions	
	Service Specific:	
20	Medical Surgical Pediatrics, Obstetrics, ICU	
21	Comprehensive Physical Rehabilitation	
22	Acute Mental Illness	
23	Neonatal Intensive Care	
24	Open Heart Surgery	
25	Cardiac Catheterization	
26	In-Center Hemodialysis	
27	Non-Hospital Based Ambulatory Surgery	
28	Selected Organ Transplantation	
29	Kidney Transplantation	
30	Subacute Care Hospital Model	
31	Children's Community-Based Health Care Center	
32	Community-Based Residential Rehabilitation Center	
33	Long Term Acute Care Hospital	
34	Clinical Service Areas Other than Categories of Service	
35	Freestanding Emergency Center Medical Services	
	Financial and Economic Feasibility:	
36	Availability of Funds	
37	Financial Waiver	
38	Financial Viability	
39	Economic Feasibility	
40	Safety Net Impact Statement	72
41	Charity Care Information	75

ATTACHMENT-1

Decatur Digestive Disease Center, LLC, Decatur Memorial Hospital, and Illinois Health and Science are co-applicants. The Certificate of Good Standing for each entity is attached.

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "DECATUR DIGESTIVE DISEASE CENTER, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE NINETEENTH DAY OF OCTOBER, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID LIMITED LIABILITY COMPANY IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "DECATUR DIGESTIVE DISEASE CENTER, LLC" WAS FORMED ON THE THIRTIETH DAY OF JULY, A.D. 2003.

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



3687423 8300

SR# 20150560179

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

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

Authentication: 10261760

Date: 10-19-15



To all to whom these Presents Shall Come, Greeting:

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

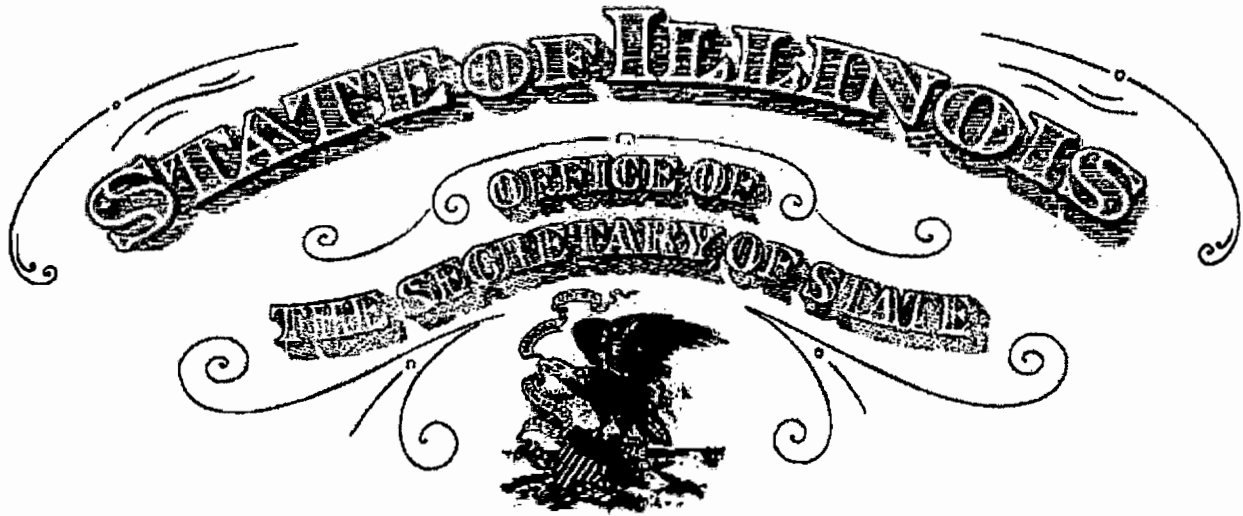
DECATUR DIGESTIVE DISEASE CENTER, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON AUGUST 26, 2003, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 19TH day of OCTOBER A.D. 2015 .

Jesse White

SECRETARY OF STATE



To all to whom these Presents Shall Come, Greeting:

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

DECATUR MEMORIAL HOSPITAL, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON SEPTEMBER 09, 1902, 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 OCTOBER A.D. 2015 .

Jesse White

SECRETARY OF STATE



To all to whom these Presents Shall Come, Greeting:

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

ILLINOIS HEALTH AND SCIENCE, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON NOVEMBER 08, 1984, 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 OCTOBER A.D. 2015 .

Jesse White

SECRETARY OF STATE

Authentication #: 1529203074 verifiable until 10/19/2018

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

ATTACHMENT-2

The site owner is LHPT Decatur, LLC. Proof of ownership is provided by the attached Lease Agreement between LHPT Decatur, LLC, as Landlord, and Decatur Digestive Disease Center, LLC, as Tenant.

COPY

LEASE AGREEMENT

Between

LHPT DECATUR, LLC, as Landlord

And

DECATUR DIGESTIVE DISEASE CENTER, LLC, as Tenant

Property:

#2 Memorial Drive, Suite 102
[Decatur, Illinois]

TABLE OF CONTENTS

Section 1.	Summary; Premises, Term	1
1.1	Summary of Terms.....	1
1.2	Premises	1
1.3	Project, Building, Common Areas	2
1.4	Term	2
1.5	Use; Compliance; Operation.....	2
Section 2.	Rent.....	3
2.1	Base Rent	3
2.2	Additional Rent.....	3
2.3	Adjustments	4
Section 3.	Alterations.....	4
3.1	Alterations.....	4
3.2	Removal by Tenant.....	5
3.3	Liens.....	6
3.4	Survival.....	6
Section 4.	Insurance	6
4.1	Tenant's Insurance	6
4.2	Form of Policy	7
4.3	Failure to Carry	7
4.4	Landlord's Insurance.....	7
4.5	Priority of Insurance, Waiver.....	7
Section 5.	Repairs and Maintenance; Compliance; Services	7
5.1	Landlord's Maintenance Obligations.....	7
5.2	Project Services.....	7
5.3	Interruption of Services.....	8
Section 6.	Damage to Premises.....	9
6.1	Destruction of Premises	9
6.2	Right to Terminate	9
Section 7.	Eminent Domain	9
7.1	Total Condemnation.....	10
7.2	Partial Condemnation.....	10
7.3	Award.....	10
Section 8.	Assignment and Subletting	10

TABLE OF CONTENTS
(continued)

	Page
8.1 Assignment and Subletting	11
8.2 Tenant to Remain Obligated	11
8.3 Assignee to Assume Obligations	11
Section 9. Signage	11
Section 10. Defaults and Remedies	11
10.1 Events of Default	11
10.2 Landlord's Remedies	12
10.3 Remedies Cumulative	13
Section 11. Covenant of Quiet Enjoyment	13
Section 12. Subordination	13
12.1 Subordination, Attornment	13
12.2 Security Deposit	14
12.3 Notice and Right to Cure	14
12.4 Definitions	14
Section 13. Indemnification From Third Party Claims	14
13.1 Tenant's Indemnity	14
13.2 Landlord's Indemnity	14
13.3 Survival	15
Section 14. Surrender	15
Section 15. Hazardous Materials and Infectious Wastes	15
15.1 Tenant Covenants	15
15.2 Indemnity	16
Section 16. Holding Over	16
Section 17. Notices	16
Section 18. Broker's Representation	16
Section 19. Rights Reserved to Landlord	17
Section 20. Other Matters	17
20.1 Captions	17
20.2 Partial Invalidity	17
20.3 Entire Agreement	17
20.4 Governing Law	18
20.5 Successors and Assigns	18

TABLE OF CONTENTS
(continued)

	Page
20.6 Waiver	18
20.7 Litigation and Arbitration Costs	18
20.8 Counterparts	18
20.9 Modifications to Lease	18
20.10 Accord and Satisfaction	18
20.11 Time of the Essence	18
20.12 WAIVER OF TRIAL BY JURY	18
20.13 Areas Excluded From Demise	18
20.14 Due Authorization	19
20.15 Tenant Financials	19
20.16 Force Majeure	19
20.17 ERISA	19
20.18 Estoppel Certificates	19
20.19 Landlord's Interest	19
20.20 Staff Privileges	19
20.21 Joint and Several	19
20.22 Recordation; Confidentiality	20
20.23 Security	20

EXHIBITS

Exhibit A	Floor Plans
Exhibit B	Rules and Regulations
Exhibit C	Work Letter
Exhibit E	Acceptance of Occupancy

SCHEDULES

1.1	Definitions
-----	-------------

SUMMARY OF TERMS
("Summary of Terms")

TENANT: DECATUR DIGESTIVE DISEASE CENTER, LLC, whose address is #2 Memorial Drive, Suite 102, Decatur, Illinois 62526.

LANDLORD: LHPT DECATUR, LLC, whose address is Lillbridge Healthcare Properties Trust 200 West Madison, Suite 3200, Chicago, Illinois 60606, Attention: Mr. Kevin Geraghty.

EFFECTIVE DATE: Shall mean the latest date of execution of this Lease, as set forth on the signature page.

PREMISES: #2 Memorial Drive, Suite 102.

BUILDING: The medical office building located at #2 Memorial Drive, Suite 100, in the City of Decatur, State of Illinois.

USEABLE SQUARE FEET: [REDACTED]

TENANT'S PRO RATA SHARE: [REDACTED]

INITIAL TERM: Five (5) Lease Years

INITIAL BASE RENT: [REDACTED]

COMMENCEMENT DATE AND TERMINATION DATES: Commencing on October 1, 2010 and terminating on September 30, 2015.

COMMERCIAL GENERAL LIABILITY INSURANCE LIMITS: Commercial General Liability Insurance including contractual liability coverage with respect to obligations under this Lease and property damage insurance with respect to the Building, the Premises and surrounding areas, on an occurrence basis, with limits to be reasonably set by Landlord from time to time but in any event not less than one million dollars (\$1,000,000) each occurrence and two million (\$2,000,000) general aggregate.

LANDLORD'S CONTRIBUTION: [REDACTED] If the conditions for the application of Landlord's Contribution are not satisfied within the first Lease Year, Landlord's obligation to thereafter provide the Landlord's Contribution shall cease.

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is executed as of the Effective Date by and between LHPT DECATUR LLC, a Delaware limited liability company ("Landlord"), and DECATUR DIGESTIVE DISEASE CENTER, an Illinois limited liability company ("Tenant").

WITNESSETH:

That in consideration of the rents, covenants and conditions herein set forth, Landlord and Tenant agree as follows:

Section 1. Summary; Premises, Term

1.1 **Summary of Terms.** The Summary of Terms are made a part of this Lease, but the provisions of this Lease addressing such matters in detail shall control over any inconsistent provisions in the Summary of Terms. All terms capitalized but not otherwise defined herein shall have the respective meanings ascribed to them on Schedule 1.1 attached hereto and made a part hereof.

1.2 **Premises.** Tenant hereby leases from Landlord the premises outlined on the floor plans attached hereto as Exhibit A (the "Premises") consisting of approximately [REDACTED] Useable Square Feet (defined below) and commonly referred to as Suite(s) 102 on the 4th floor of the Building. "Useable Square Feet" shall each be computed in accordance with the American National Standard of the Building Owners and Managers Association, International, Standard Method for Measuring Floor Area in Office Buildings. Except for the Landlord's Work (defined below), Tenant acknowledges that it is leasing the Premises "as is" without any representations or warranties.

1.3 **Project, Building, Common Areas.** As used herein, the term "Project" collectively means the medical office building commonly known as Physicians Plaza West, located at #2 Memorial Drive, Decatur, Illinois (the "Building"), as well as the land (the "Real Estate") ground leased by Landlord on which the Building sits, together with the Common Areas and other improvements which are now, or may hereafter be, located on or otherwise benefit the Real Estate.

1.4 **Term.** This Lease shall be effective from the Effective Date and the term of this Lease (the "Term") shall commence upon the Commencement Date as set forth on the Summary of Terms and shall terminate upon the date that is Five (5) Lease Years from the Commencement Date, unless sooner terminated or extended as provided herein.

1.5 Use; Compliance; Operation.

(A) **Permitted Use.** The Premises shall be used for medical office purposes and lawful activities normally incidental thereto and for no other purpose. Tenant acknowledges that Landlord has not granted Tenant the right to be the exclusive provider of any medical service or procedure.

(B) **Prohibited Use.** Tenant shall not permit the Premises to be used or occupied to dispense or sell any drugs, medicines or sundries for remuneration, provided that this shall not be deemed to prevent Tenant, if a duly licensed physician, surgeon or dentist, from administering drugs or medicines (including samples) to any of his/her patients in accordance with all applicable Governmental Regulations which drugs or medicines are, in the judgment of the physician, surgeon or dentist, necessary in the treatment of his patient.

(C) **Compliance.** At its cost, Tenant shall observe and comply, and shall cause Tenant Parties to observe and comply, with all Governmental Regulations and with the rules and regulations attached hereto as Exhibit B, together with any reasonable amendments, modifications or additions thereto (the "Rules and Regulations").

(D) **Third Party Beneficiary.** The Hospital Parties as well as any other operator of the Hospital are third party beneficiaries of the provisions of this Section 1.5 and shall be entitled to enforce breaches of such provisions directly against Tenant.

Section 2. Rent

2.1 Base Rent.

(A) **Amount.** Tenant shall pay to Landlord the annual rentals (the "Base Rent") set forth in the second paragraph of this Section 2.1(A). Said Base Rent shall be paid in equal monthly installments on or before the first day of each month, in advance, commencing upon the Commencement Date and continuing through the last calendar month which falls within the Term. In the event the Commencement Date is not the first day of a calendar month, then the Base Rent due for such first month of the Term shall be prorated based upon the number of days in that month in which the Commencement Date falls.

Base Rent from the Commencement Date through the termination date of the Lease shall be as specified in the Summary of Terms, Commencing with the second Lease Year and on the commencement of each Lease Year thereafter during the Term, Base Rent [REDACTED]

[REDACTED]

[REDACTED]

Prior to the commencement of each Lease Year, starting with the second Lease Year, Landlord shall prepare a statement reflecting the Base Rent as adjusted (if any) in accordance herewith, which shall become the Base Rent due and payable thereafter until the next adjustment (if any).

(B) **Manner of Payments.** The payment of Base Rent, Additional Rent (herein, Base Rent, Additional Rent and any other sums due from Tenant to Landlord under this Lease are collectively referred to as "Rent") shall be made in lawful money of the United States of America and made payable to Landlord or such other person and at such place as Landlord shall designate in writing from time to time. Tenant's obligation to pay Rent is independent of any obligation of Landlord hereunder and shall be paid without abatement, reduction, demand or set-off, except as otherwise specifically provided herein.

(C) **Late Payments.** Any amount not paid by Tenant when due shall bear interest at the prime rate of interest (the "Prime Rate") in effect on such date as published from time to time in *The Wall Street Journal* (or, if *The Wall Street Journal* ceases publication, another financial publication reasonably selected by Landlord) plus four percent (4%) per annum (the "Interest Rate") from the due date until paid in full. In addition, if Tenant is delinquent in the payment of any amount for more than ten (10) days after the date due, Tenant shall pay to Landlord upon demand a late charge equal to five percent

(5%) of such delinquent sum. Such interest and late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law.

2.2 Additional Rent.

(A) Amount. Commencing on the Commencement Date, Tenant shall pay to Landlord at the same time as it is required to make payment of Base Rent, an amount (the "Additional Rent") equal to [REDACTED]

(B) Payment. Prior to any such calendar year and from time to time during any calendar year, Landlord may notify Tenant as to monthly installments on account of Additional Rent payable by Tenant based on Landlord's reasonable estimate of each of Taxes and Expenses for such calendar year. On the first day of the calendar month after Landlord's notice of any increase in such installments, Tenant shall pay to Landlord (in addition to the revised monthly estimate) a lump sum payment in an amount so that Tenant's total payments for the calendar year will equal Landlord's revised estimate of Tenant's Additional Rent. Additional Rent for the first calendar year in which the Term falls (if the Commencement Date is other than January 1) and the last calendar year in which the Term falls (if the Term ends on a date other than December 31) shall be prorated based upon the number of days in the Term falling within the calendar year in question. [REDACTED]

[REDACTED] If the Additional Rent actually due exceeds total estimated payments made by Tenant on account of Additional Rent for such calendar year, then Tenant shall pay Landlord the full amount of any such deficiency within ten (10) days after receiving the Annual Additional Rent Notice. If the Additional Rent actually due is less than the total estimated payments made by Tenant on account of Additional Rent for such calendar year, then Landlord shall, at its option, credit any such excess to Rent next owing by Tenant or refund such excess to Tenant. The provisions of this Section 2.2 shall survive the expiration or earlier termination of this Lease.

2.3 Adjustments. [REDACTED]



Section 3. Alterations

3.1 Alterations.

(A) **Alterations.** All improvements or alterations in or additions, changes or installations to the Premises ("Alteration") performed by or on behalf of Tenant shall be governed by the terms of this Section 3. Tenant shall not permit any Alteration to be performed without first obtaining Landlord's prior written consent. Landlord's consent shall not be unreasonably withheld, conditioned or delayed but may be withheld in Landlord's sole discretion if (1) an Event of Default exists hereunder or (2) the Alteration (i) impacts the structural components of the Project or (ii) impacts the utility or mechanical systems of the Project or (iii) impacts any other tenant's premises or are visible from the outside of the Premises.

(B) **Procedures.** Prior to commencing any Alteration, Tenant shall submit detailed plans and specifications for Landlord's review and approval. Landlord shall notify Tenant of its approval or disapproval of such plans and specification and the work described therein within fifteen (15) business days of receipt thereof. Landlord shall state in writing and in reasonable detail any objection to such Alteration. Tenant may revise its plans and specifications to incorporate such comments and, if Tenant does so, it may again request Landlord's consent pursuant to the process described above. Neither approval of the plans and specifications nor supervision of the Alteration by Landlord shall constitute a representation or warranty by Landlord as to the accuracy, adequacy, sufficiency or propriety of such plans and specifications or the quality of workmanship or the compliance of such Alteration with Governmental Regulations. If Tenant desires to revise any plans and specifications after obtaining Landlord's approval thereof, Tenant shall re-submit such plans and specifications to Landlord for its approval as provided above.

(C) **Performance.** Tenant shall pay the entire cost of any Alteration permitted hereunder, including, without limitation, Landlord's reasonable charges for review of the plans and specifications for any Alteration and Landlord's reasonable charge for supervision of any approved Alteration. If requested by Landlord, Tenant shall provide evidence reasonably satisfactory to Landlord of Tenant's financial ability to pay the cost of such Alteration. All Alterations shall be performed in a good and workmanlike and first-class lien free manner, using new materials and in accordance with the plans and specifications submitted to and approved by Landlord as well as in accordance with all applicable Governmental Regulations. All Alterations shall be performed by contractors and subcontractors who possess the requisite experiences, personnel, financial strength and other resources necessary to perform and complete the proposed Alteration in a good and workmanlike lien free manner, as reasonably approved by Landlord prior to the commencement of such work. Tenant shall provide to Landlord evidence reasonably satisfactory to Landlord that such contractors or subcontractors satisfy such requirements and possess the insurance required pursuant to Section 4. All contractors and subcontractors performing the Alteration shall work in harmony with Landlord's and other tenant's contractors and subcontractors. Tenant shall cause all Alterations to be performed in such manner so as not to obstruct access to the premises of any other tenant in the Project or any part of the Common Areas or disrupt any building service or equipment or any other tenants' equipment. Prior to commencing any Alteration,

Tenant shall have obtained and delivered to Landlord complete copies of all permits and approvals required by applicable Governmental Regulations to commence and complete any Alteration.

3.2 **Removal by Tenant.** Each Alteration or other improvement made by Tenant in or upon the Premises (excepting only Tenant's furniture, equipment and trade fixtures), whether temporary or permanent in character, shall become Landlord's property upon its attachment to the Premises and shall remain upon the Premises at the expiration or termination of this Lease without compensation to Tenant; provided, however, that Landlord shall have the right to require Tenant to remove any Alteration. To the extent specifically requested in writing by Tenant, Landlord shall inform Tenant at the time Landlord consents to any Alteration whether Landlord shall require removal of such Alteration at the expiration or termination of this Lease. Tenant shall, at its cost and expense, effect such removal and restore the Premises to the condition existing immediately prior to the Alteration at the expiration or termination of this Lease.

3.3 **Liens.** Tenant shall keep all of the portions of the Project free and clear of all liens arising out of, or claimed by reason of, any work performed, material furnished or obligations incurred by or at the insistence of Tenant. Upon completion of any Alteration, Tenant shall promptly furnish Landlord with final sworn owner's and contractors' statements and full and final waivers of lien covering all labor and materials included in such Alteration. Should Tenant within fifteen (15) days after written notice from Landlord fail to: (i) fully discharge any lien or claim of lien, or (ii) insure or bond over such lien by title endorsement or bond satisfactory to Landlord, Landlord's lender, if any (which endorsement or bond shall also cover costs of defense) as well as the ground lessor under the Ground Lease, Landlord may, at its option and without limitation of any of its other rights and remedies, pay the same or any part thereof, and the amount of such payment shall be due and owing to Landlord from Tenant with interest thereon at the Interest Rate from the date incurred until the date paid in full. No liens of any character whatsoever created or suffered by Tenant shall in any way, or to any extent, attach to or effect the rights of Landlord or the ground lessor under the Ground Lease, as applicable, in the Premises, the Real Estate or the Project.

3.4 **Survival.** Tenant's obligations in this Section 3 shall survive the expiration or termination of this Lease.

Section 4. Insurance

4.1 **Tenant's Insurance.** Tenant shall, at its expense, keep in full force and effect the following insurance policies during the Term and any extension thereof:

(1) Commercial property insurance, insuring (a) one hundred percent (100%) of the full replacement cost of all Alterations and other improvements or additions to the Premises made at Tenant's expense or direction, and all other property owned or used by Tenant and located in the Premises and (b) against all "special perils";

(2) Commercial general liability ("CGL") insurance and, if necessary, commercial umbrella insurance, with limits to be reasonably set by Landlord from time to time but not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate. CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract, including without limitation this Lease; and

(3) During the performance of all Alterations, Tenant shall maintain or, at its option, cause Tenant's contractor or subcontractor, as appropriate, performing such Alteration to maintain:

1. Completed Value Builders Risk Insurance which shall, at a minimum, cover "special perils" related to the Alteration and materials related thereto;

2. Automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident covering liability arising out of any auto (including owned, hired, and non-owned autos) used in connection with such Alteration;

3. CGL Insurance described above;

4. Workers compensation and employers liability insurance with employers liability limits of not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

4.2 **Form of Policy.** All policies of insurance carried by Tenant shall (i) be issued by insurers, acceptable to Landlord in its reasonable discretion, authorized to do business in the state in which the Premises is located and shall (ii) contain a waiver of any rights of subrogation. The CGL policies and the commercial umbrella policies, if any, shall name Landlord and any other parties reasonably designated by Landlord as additional insureds. Tenant's CGL insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Tenant or Landlord. There shall be no endorsement or modification of the CGL to make it excess over other available insurance. Tenant shall, at least ten (10) days prior to the Commencement Date, and within thirty (30) days prior to the expiration of each such policy, deliver to Landlord certified copies of the policies or certificates of insurance (in form and substance reasonably acceptable to Landlord), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to Landlord (10 days for non-payment of premium) prior to the cancellation of any insurance referred to therein. As of the date hereof, the initial party in addition to the Landlord to be named as an additional insured is Lillibridge Healthcare Services, Inc.

4.3 **Failure to Carry.** Without limiting Landlord's remedies set forth in Section 10 hereof, in the event that Tenant shall fail to carry and maintain the insurance coverages set forth in this Section 4, Landlord may, upon ten (10) days prior written notice to Tenant (unless such coverages will lapse within such time period and in which event no such notice shall be necessary), procure such policies of insurance and Tenant shall promptly reimburse Landlord the cost thereof with interest thereon at the Interest Rate from the date incurred until the date paid.

4.4 **Landlord's Insurance.** Landlord shall, during the Term, maintain commercial property insurance for one hundred percent (100%) of the full replacement costs of the Project (exclusive of foundations and footings), together with rent loss insurance in an amount not less than one (1) year's rent from all tenants of the Project as well as CGL insurance. CGL insurance shall, at Landlord's option, cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract, including without limitation this Lease.

4.5 **Priority of Insurance, Waiver.** Landlord and Tenant, in the exercise of their commercial business judgment, acknowledge that the use of insurance is the best way to protect against the risk of loss to their respective properties and economic interests in the Project and the Premises.

Accordingly, each agree that in the event of loss or damage to their respective properties or interests, such loss will be satisfied first by the insurance proceeds paid to the party suffering the loss, next by the additional insurance proceeds that would have been paid to the party suffering the loss had the insurance required hereunder been carried by such party, and finally, by the party causing the loss or damage. Without limiting the waiver of subrogation required in Section 4.2, if and to the extent that applicable law permits a full waiver of claims between landlords and tenants in leases such as this Lease, then Landlord and Tenant waive all claims against the other and the Tenant Parties (defined below) and the Landlord Parties (defined below), respectively, for any loss, damage or injury, notwithstanding the negligence of either party in causing a loss or the availability of insurance proceeds.

Section 5. Repairs and Maintenance; Compliance; Services

5.1 Landlord's Maintenance Obligations. Landlord shall make and pay for all maintenance, replacement, alterations and repair necessary to keep the interior of the Premises and all equipment and facilities exclusively serving the Premises in a good state of repair consistent with an office suite in a medical office building of similar age and character as the Building in the Metropolitan Area, in compliance with all Governmental Regulations and in tenable, safe condition. Landlord shall, at its own expense, install and maintain fire extinguishers and other fire protection devices in the Premises as may be required from time to time by any Governmental Regulations or the insurance underwriters insuring the Project in which the Premises are located. Landlord shall maintain the Project in a manner consistent with a medical office building of similar age and character as the Building in the Metropolitan Area, in compliance with applicable Governmental Regulations and in a tenable, safe condition which may include necessary maintenance and repair to the roof, foundation, outer walls and structural portions of the Project as well as cleaning, re-surfacing and snow and ice removal of the Common Areas.

5.2 Project Services. Landlord shall furnish the following services:

(A) **Heating and Cooling.** During normal business hours, 6:00 a.m. - 6:00 p.m. Monday through Friday and 7:00 a.m. - 12:00 p.m. Saturday, holidays excluded ("Business Hours"), Landlord shall furnish heating and air conditioning to provide a comfortable temperature, in Landlord's reasonable judgment, for office business operations, assuming customary office density with respect to the number of people per Useable Square Foot and no machinery or equipment which generates above normal heat. To the extent Tenant conducts business at the Premises outside Business Hours or uses above normal capacity, Tenant shall pay any additional costs incurred by Landlord in connection with such use. Tenant shall provide Landlord with at least twenty-four (24) hours prior written notice of its need for such services after Business Hours.

(B) **Elevators.** Landlord shall provide elevator service to Tenant in common with Landlord and other tenants of the Project.

(C) **Janitorial Service.** Landlord shall furnish nightly janitorial services, Monday through Friday (holidays excepted) including surface cleaning, trash removal and vacuuming carpeted areas. If Tenant desires supplementary janitorial service, such additional services shall be at Tenant's cost and expense and responsibility and the contractor shall be reasonably approved by Landlord. Tenant shall, at its cost and expense, store and remove all Hazardous Materials and Infectious Wastes in accordance with the terms of Section 15 hereof.

(D) **Water.** Landlord shall furnish cold water for drinking and toilet purposes and cold and hot water for lavatory purposes and other normal, customary medical office building uses. To the extent Tenant needs water for any other purposes and such purpose is approved by Landlord, Tenant

shall pay, as Additional Rent, the cost of installing separate meters for such water as well as the cost for such water at rates fixed by Landlord. Tenant shall not permit water to be wasted.

(B) **Electricity.** Electricity for outlets and overhead lights used in the Premises may be supplied through a separate meter. If separately metered, Tenant shall be responsible for contracting directly with the electric utility chosen by the ground lessor under the Ground Lease to serve the Project or chosen by Landlord to serve the Project and shall pay, as and when due, the cost of such service. If the Premises are not separately metered, Landlord shall pay for such electricity and Tenant shall pay Tenant's proportionate share of such cost, such allocation determined in relation to the other spaces in the Building that are not separately metered. Landlord shall, at Tenant's expense, maintain the light fixtures and install lamps, bulbs, ballasts and starters in the Premises.

If Tenant desires signal, communication, alarm or other utility or similar service connections installed or changed, Tenant shall not install or change the same without the approval of the Landlord, and then only under direction of Landlord and at Tenant's expense and in accordance with the requirements relating to Alterations. Tenant shall not install in the Premises any equipment which requires a substantial amount of electrical current (that is, above 110 volts of dedicated electrical current) without the advance written consent of the Landlord, which consent may be conditioned upon, among other things, Tenant installing at its cost and expense and in accordance with the requirements relating to Alterations, such meters and other equipment as required by Landlord. Tenant shall ascertain from the Landlord the maximum amount of load or demand for use of electrical current which can safely be permitted in the Premises, taking into account the capacity of the electric wiring in the Building and the needs of other tenants of the Building, and shall not in any event connect a greater load than such safe capacity. The Tenant shall not tamper with any other Building utility system without authorization from the Landlord. The running of cable or pipe between suites also requires Landlord authorization and will occur at the Tenant's expense if approved.

(F) **Telephone.** Tenant shall arrange for telephone service in the Premises directly with the telephone service provider selected by Landlord. Tenant shall pay directly to such provider, as and when due, the costs related to such installation and service.

(G) **Separate Service.** If Landlord is not required to provide certain services to all tenants of the Project, but provides such services to Tenant, or to Tenant and some, but not all, tenants of the Project, then the cost of such services shall be apportioned among the tenants provided with such services. If Tenant is the sole party to whom Landlord provides the service, Tenant shall pay to Landlord the entire cost of such service.

5.3 Interruption of Services. Except as provided in the immediately succeeding sentence, no interruption of services caused by repairs, replacements or alterations to the service system, or by any other cause, shall be deemed an eviction or disturbance of Tenant's possession of any part of the Premises or render Landlord liable to Tenant for damages, or otherwise affect the rights and obligations of Landlord or Tenant under this Lease. However, if: (i) Landlord ceases to furnish any service in Building as a result of a condition which affects only the Building (that is, which does not affect buildings in general in the vicinity of the Building) and (ii) Tenant notifies Landlord of such cessation in writing within one (1) business day after such cessation begins and (iii) such cessation is not caused by Force Majeure (defined below) and (iv) such cessation has not arisen as a result of an act or omission of Tenant or the Tenant Parties (defined below) and (v) as a result of such cessation, the Premises (or a material portion thereof) is rendered untenable and Tenant in fact ceases to occupy such space in the manner used prior to such cessation, then, as Tenant's sole and exclusive remedy for such cessation, on the sixth (6th) consecutive day after all of the foregoing conditions have been met, the Base Rent payable hereunder shall be equitably abated based on the percentage of the Premises so rendered untenable and

In fact not used by Tenant. Such abatement shall begin retroactively from the date of such cessation and continue until the date the Premises become tenantable again by the removal of such cessation of services.

Section 6. Damage to Premises

6.1 **Destruction of Premises.** Subject to Section 6.2, if the Project is damaged by fire or other casualty, Landlord shall restore the damage to the Premises to the same condition as existed on the [Rent] Commencement Date exclusive of any Alterations. Landlord shall commence the repair, restoration or rebuilding thereof within ninety (90) days after such damage (subject to delays in the adjustment of insurance) and shall substantially complete such restoration, repair or rebuilding of the Premises to the same condition as existed on the Commencement Date (but excluding any Alterations) as promptly as practicable after the commencement thereof, subject to delays caused by events of Force Majeure or Tenant Delays. Landlord shall promptly and diligently seek adjustment of insurance proceeds after any casualty.

If the fire or other casualty or the repair, restoration or rebuilding required by Landlord shall render the Premises untenable in whole or in part, the Rent shall proportionately abate from the date when the damage occurred until the date on which the Premises are in the condition required by this Section 6.1, such proportion to be computed on the basis that the Useable Square Feet of the portion of the Premises rendered untenable and not occupied by Tenant bears to the aggregate Useable Square Feet of the Premises.

6.2 **Right to Terminate.** If the casualty results in damage to the Premises which Landlord reasonably estimates will take in excess of (i) twelve (12) months from the beginning of restoration to restore the Premises to the same condition as existed on the Commencement Date (but excluding Alterations) and occurs at any time during the Term or (ii) three (3) months from the beginning of restoration to restore the Premises to the same condition as existed on the Commencement Date (but excluding Alterations) and occurs during the last two (2) years of the Term, as extended, then in either case either Landlord or Tenant may elect to terminate this Lease upon giving written notice of such election to the other within sixty (60) days after such casualty. If the casualty results in damage to the Project that results in the same restoration periods as set forth above with respect to the Premises, or such restoration is prohibited by any Governmental Regulation or the insurance proceeds are insufficient or otherwise not available, then Landlord may elect to terminate this Lease upon giving written notice of such election to Tenant within sixty-five (65) days after such casualty.

If this Lease is terminated as provided above, such termination shall be effective on the date specified in the first notice received by the other party, but no earlier than thirty (30) days after the occurrence of the event causing such damage. In such event, Tenant shall be obligated to pay the Rent accrued to the effective date of such termination, less any Rent abated pursuant to Section 6.1 which obligation shall survive such termination. Unless this Lease is terminated by either party as provided in this Section 6, this Lease shall remain in full force and effect, notwithstanding such damage or casualty.

Section 7. Eminent Domain

7.1 **Total Condemnation.** In the event of a Substantial Taking of the Project (defined below), both Landlord and Tenant shall have the right to terminate this Lease by written notice to the other within thirty (30) days of the date of the effectiveness of such taking. "Substantial Taking of the Project" means a Taking (defined below) either of (i) the entire Project; or (ii) a portion thereof, and in Landlord's commercially reasonable opinion, the remainder of the Project cannot be restored to an economically viable first-class medical office building without either substantial alteration of the Project

or relief from Governmental Regulation. "Taking" means a taking or condemnation for a public or quasi-public use by a competent governmental authority.

In the event this Lease is terminated pursuant to this Section 7.1, the Term shall terminate upon the delivery of possession to the condemning authority and Tenant shall pay the Rent accruing to the date of termination. If neither Landlord nor Tenant terminates this Lease within the applicable time period, this Lease shall continue in full force and effect, as modified pursuant to Section 7.2.

7.2 Partial Condemnation. If a Taking occurs that does not entitle Landlord or Tenant to terminate this Lease pursuant to Section 7.1 or if neither Landlord nor Tenant exercises a right to terminate this Lease granted pursuant to Section 7.1, then Landlord shall repair and restore the Project to the extent practicable, to the condition as existed on the Commencement Date, excluding any Alterations, except that Landlord shall not hereby be required to expend for repair and restoration any sum in excess of an amount equal to the Award (defined below).

If as a result of the Taking, the Useable Square Feet of the Premises is permanently reduced, Base Rent and Additional Rent shall proportionately abate from the date when possession of such portion of the Premises is given to the condemning authority. In addition, if the repair, restoration or rebuilding required by Landlord as a result of such Taking shall render the Premises untenable in whole or in part, Base Rent and Additional Rent shall proportionately abate from the date when possession of the Premises is given to the condemning authority until the date on which the Premises are, as nearly as practicable, in the condition as existed on the Commencement Date, excluding any Alterations. The proportionate abatement shall be computed on the basis that the Useable Square Feet of the Premises either reduced or rendered untenable and not occupied by Tenant bears to the aggregate Useable Square Feet area of the Premises.

7.3 Award. Any award, compensation or damages (the "Award") for a partial or total taking shall be paid to and be the sole property of Landlord; provided that, Tenant shall have the right, to the extent the Award is not diminished, to make a separate claim against the condemning authority for such compensation as may be separately awarded to a tenant.

Section 8. Assignment and Subletting

8.1 Assignment and Subletting. Tenant shall not assign, pledge or encumber this Lease or any interest under it or sublet all or any portion of the Premises (individually or collectively, a "Transfer"), without Landlord's (and, if required by the terms of a mortgage or ground lease, the mortgagee's and ground lessor's) consent. Landlord's consent shall not be unreasonably withheld with respect to an assignment or sublease. Any transfer (including, without limitation, any dissolution, merger, consolidation or other reorganization of Tenant but excluding the transfer or exchange of any publicly traded stock) or any issuance, sale, gift, transfer or redemption of any capital stock of Tenant or other interest in Tenant (whether voluntary, involuntary or by operation of law, or any combination of the foregoing) of any of the direct or indirect power to affect the management or policies of Tenant or any direct or indirect change in twenty-five percent (25%) or more of the ownership interest in Tenant shall constitute a "Transfer" subject to the provisions of this Section 8. Landlord may condition its consent on its receipt of any excess rent generated by any assignment or sublease and may, instead of granting its consent, recapture, and terminate this Lease with respect to, any space proposed to be assigned or sublet.

In addition, Landlord shall not be deemed to have unreasonably withheld its consent to an assignment or sublease if Landlord's consent is withheld because: (1) an Event of Default then exists hereunder; (2) in the event of a sublease, the portion of the Premises which Tenant proposes to sublease, including the means of ingress thereto and egress therefrom, or the remaining portion of the Premises, or

any combination of the above, will violate any Governmental Regulations; (3) in the reasonable judgment of Landlord, the proposed subtenant or assignee is not sufficiently financially responsible to perform its obligations under the proposed sublease or assignment; (4) the proposed subtenant or assignee is either a current tenant of the Project or a party with whom Landlord has offered to lease space in the Project in the past six months; or (5) the proposed assignment or sublease would result in a prohibited transaction under ERISA (defined below). The foregoing, however, are merely examples of reasons that Landlord may withhold its consent and should not be deemed to be exclusive of any other reasons for reasonably withholding consent, whether similar to or dissimilar from the foregoing examples.

8.2 Tenant to Remain Obligated. No Transfer shall relieve Tenant from any covenant, liability or obligation hereunder (whether past, present or future) and Tenant shall remain liable under this Lease as a principal and not as a surety. Landlord's consent to a Transfer shall not be deemed to be a consent to any subsequent Transfer. Tenant shall pay all of Landlord's costs, charges and expenses, including without limitation, reasonable attorney's fees, incurred in connection with any Transfer requested or made by Tenant.

8.3 Assignee to Assume Obligations. If Tenant shall assign this Lease as permitted herein, the assignee shall expressly assume all of the obligations of Tenant hereunder from and after the date of assignment and agree to comply with and be bound by all of the terms, provisions and conditions of this Lease. Such assumption shall be evidenced in a written instrument satisfactory to Landlord. If Tenant shall sublease the Premises as permitted herein, such sublease shall be satisfactory to Landlord and contain the agreement of such subtenant to attorn to Landlord, at Landlord's option and written request, in the event this Lease terminates before the expiration of the sublease.

Section 9. Signage

Landlord shall install a building directory on which Tenant's name and suite numbers will be identified. The location of such directory shall be reasonably determined by Landlord. If Tenant desires the individual physicians comprising Tenant to also be named on such directory, Landlord shall do so at Tenant's cost and subject to available space. Tenant shall not install or affix any sign, plaque, picture, advertisement, name, notice, lettering or direction on any part of the Project or on any part of the inside of the Premises which can be seen from outside of the Premises, without in each instance first obtaining the prior written consent of the Landlord.

Section 10. Defaults and Remedies

10.1 Events of Default. Each of the following shall constitute an event of default (an "Event of Default") hereunder:

- (A) **Rent.** If Tenant fails to pay Rent on the date due and such failure continues for a period of five (5) days after the date due; or
- (B) **Insurance.** If Tenant fails to maintain the insurance required to be maintained by Tenant hereunder and such failure is not cured within the time period set forth in Section 4.3 hereof; or
- (C) **Abandonment.** Tenant abandons or vacates all or a material portion of the Premises; or
- (D) **Transfer.** A Transfer occurs without Landlord's consent as provided herein; or
- (E) **Bankruptcy.** One of the following credit defaults occurs:

(1) Tenant or any guarantor of this Lease commences any proceeding under any law relating to bankruptcy, insolvency, reorganization or relief of debts, or seeks appointment of a receiver, trustee, custodian or other similar official for Tenant or any guarantor of this Lease or for any substantial part of its respective property, or any such proceeding is commenced against Tenant or any guarantor of this Lease and either remains undismitted for a period of sixty (60) days or results in the entry of an order for relief against Tenant or any guarantor of this Lease which is not fully stayed within thirty (30) days after entry; or

(2) Tenant or any guarantor of this Lease becomes insolvent or bankrupt, does not generally pay its respective debts as they become due, or admits in writing its inability to pay its debts, or makes a general assignment for the benefit of creditors; or

(3) Any third party obtains a levy or attachment under process of law against Tenant's leasehold interest or other property or assets or any property or assets of any guarantor; or

(F) Violation of Prohibited Activities. If Tenant or any other party using or occupying the Premises engages in any of the Prohibited Activities; or

(G) Other Defaults. If Tenant shall be in default under any other provision of this Lease (other than those specified above) and shall remain so for a period of thirty (30) days after Landlord has provided written notice to Tenant of such default, provided that if any such default cannot reasonably be remedied by Tenant within thirty (30) days after written notice of default, then Tenant shall have such additional time as shall be reasonably necessary to remedy such default (but in no event longer than ninety (90) days), provided that during such time Tenant is continuously and diligently pursuing the remedy necessary to cure such default.

10.2 Landlord's Remedies. Upon the occurrence of an Event of Default, Landlord may, either:

(A) Termination of Lease. Terminate this Lease and Tenant shall pay to Landlord, upon demand, an accelerated lump sum amount equal to the amount by which Landlord's commercially reasonable estimate of the aggregate amount of Rent owing from the date of such termination through the scheduled expiration date of the Term, plus Landlord's commercially reasonable estimate of the aggregate expenses of reletting the Premises (which expenses shall include, without limitation, brokerage fees, unamortized leasing commissions and tenant concessions incurred or estimated to be incurred by Landlord and costs of removing and storing Tenant's or any other occupant's property, repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to a new tenant or tenants, and all reasonable expenses incurred by Landlord in pursuing its remedies, including reasonable attorneys' fees and court costs [collectively, "Reletting Costs"]), exceeds Landlord's commercially reasonable estimate of the fair rental value of the Premises for the same period (after giving effect to the time needed to relet the Premises) both discounted to present value at the rate at which U.S. Treasuries are then yielding for a term closest to the scheduled expiration date of the Term; or

(B) Termination of Possession. Terminate Tenant's right of possession of the Premises without termination of this Lease, re-enter the Premises by summary proceedings or otherwise, expel Tenant and remove all property therefrom, using the level of effort mandated by the laws of the State of where the Premises are located to relet the Premises at market rent (it being acknowledged that Landlord shall be permitted to relet any other vacant space in the Building prior to reletting the Premises) and receive the rent therefrom, provided, however, Tenant shall not be entitled to receive any such rent and shall remain liable for the equivalent of the amount of all Rent reserved herein less the avails of reletting, if any, after deducting therefrom the Reletting Costs. Any and all monthly deficiencies so

payable by Tenant pursuant to this clause shall be paid monthly on the date herein provided for the payment of Base Rent; or

(C) **Application of Amounts Owed to Tenant.** Apply against any amounts owed by Landlord to Tenant, any amounts then due and payable by Tenant to Landlord; or

(D) **Right to Cure.** Landlord may at its option, but shall not in any event be obligated, perform any obligation of Tenant under this Lease and, if Landlord so elects, all costs and expenses incurred by Landlord in performing such obligations, together with interest thereon at the Interest Rate from the date incurred until paid in full, shall be reimbursed by Tenant to Landlord on demand and shall be considered Rent for purposes of this Lease; or

(E) **Property.** Re-enter, seize and take possession of Tenant's personal property, fixtures and equipment located at the Premises, all of which shall be deemed abandoned by Tenant and to sell such property at public or private sale.

10.3 **Remedies Cumulative.** Any and all remedies set forth in this Lease: (i) shall be in addition to any and all other remedies Landlord may have at law or in equity, (ii) shall be cumulative, and (iii) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future.

Section 11. Covenant of Quiet Enjoyment

Landlord covenants that Tenant, on payment of the Rent and performance of the covenants and agreements set forth herein, shall peaceably and quietly have, hold and enjoy the Premises during the Term without interference of any person claiming through Landlord.

Section 12. Subordination

12.1 **Subordination, Attornment.** Unless elected otherwise by the ground lessor, ground lessee or mortgagee, as the case may be, this Lease shall be subordinate to any present or future ground lease or mortgage respecting the Project, and any amendments thereto. Such subordination shall automatically be effective without any action or notice by such ground lessor, ground lessee or mortgagee to Tenant provided the ground lessor, ground lessee or mortgagee recognizes the validity of this Lease and the ground lessor or mortgagee agrees that, and by having the Lease be so subordinate such party is deemed to have agreed that, notwithstanding any default by Landlord with respect to said ground lease or mortgage or any termination or foreclosure thereof, Tenant's possession and right of use under this Lease and the rights of Tenant under this Lease in and to the Premises shall not be disturbed by such ground lessor or mortgagee unless and until an Event of Default shall have occurred hereunder.

If any ground lease is terminated or mortgage foreclosed or deed in lieu of foreclosure given, Tenant shall attorn to such ground lessor or mortgagee or purchaser at such foreclosure sale and this Lease shall continue in effect as a direct lease between Tenant and such ground lessor, mortgagee or purchaser. The ground lessor, ground lessee or mortgagee or purchaser shall (i) be liable as Landlord only for the obligations of Landlord accruing after such ground lessor, ground lessee or mortgagee or purchaser has taken fee title to the Building or Project and (ii) not be liable for (a) any Rent paid more than thirty (30) days in advance or (b) any offsets, claims or defenses which Tenant may have against the previous Landlord. Tenant shall within ten (10) days of request by Landlord or ground lessor, ground lessee, mortgagee or purchaser (in case of attornment), execute and deliver to the requesting party a

subordination, non-disturbance and attornment agreement substantially in the form then used by the requesting party.

Tenant acknowledges that the Landlord holds a leasehold interest in the Real Estate pursuant to a ground lease (herein, as the same may be amended or restated from time to time, together with any new lease entered into pursuant thereto, the "Ground Lease" and, any related agreements including service agreements, utility agreements, covenants, easements or restrictions whether or not of record and as the same may be amended or restated from time to time, the "Ground Lease Documents"). In the event such Ground Lease is terminated or suspended for any reason, Tenant shall attorn to the holder of fee title for the Building, whether that party is also the holder of fee title to the Real Estate or a subsequent ground lessee, including without limitation any mortgagee of Landlord's leasehold interest (or their successors or assigns) who may enter into a subsequent ground lease with the fee owner of the Real Estate.

12.2 Security Deposit. Any ground lessor, ground lessee, mortgagee or purchaser shall be responsible for the return of any security deposit and rent voluntarily paid in advance by Tenant only to the extent the security deposit or rent is received by or credited to such ground lessor, ground lessee, mortgagee or purchaser.

12.3 Notice and Right to Cure. Prior to exercising any right to terminate this Lease or abate Rent on account of a Landlord default, Tenant shall notify any ground lessor or mortgagee of such default. If Landlord fails to timely cure such default, the ground lessor or mortgagee shall have an additional twenty (20) days to cure such default plus such additional time as is necessary to complete such cure (including time necessary to obtain possession if possession is necessary for cure) prior to Tenant exercising such remedies.

12.4 Definitions. As used in this Section 12, "mortgage" shall include "trust deed" and "deed of trust" and "mortgagee" shall include "trustee", "beneficiary" and the mortgagee of any ground lessee, and "ground lessor", "mortgagee", and "purchaser at a foreclosure sale" shall include, in each case, all of its successors and assigns, however remote.

Section 13. Indemnification From Third Party Claims

13.1 Tenant's Indemnity. Tenant shall indemnify and save Landlord, Landlord's mortgagee, deed of trust trustee and beneficiary and Landlord's ground lessor, if any, and Landlord's agents, contractors, subcontractors, employees, successors and assigns harmless from and against all penalties, claims, costs, demands, damages, losses, expenses (including reasonable attorneys' fees), suits or liabilities of whatsoever nature (collectively, "Claims") brought by third parties and that arise from Tenant's or its subtenant's, assignee's, agent's, licensee's, contractor's, subcontractor's, concessionaire's or employee's (herein, Tenant and such other parties are collectively referred to as the "Tenant Parties") use and occupancy of the Premises and the Project or from any other activity, omission, work or thing done, permitted or suffered by Tenant or the Tenant Parties in or about the Premises and the Project. If any such proceeding is filed by a third party against Landlord or any such indemnified party, Tenant agrees to defend Landlord or such party in such proceeding at Tenant's sole cost by legal counsel reasonably satisfactory to Landlord and such indemnified party, if requested by Landlord. In no event shall Tenant be obligated to indemnify Landlord or any of the other parties identified above for any willful or negligent act or omission of Landlord or such other party.

13.2 Landlord's Indemnity. Landlord shall indemnify and save Tenant and its agents, contractors, subcontractors, employees, successors and assigns harmless from and against all Claims brought by third parties and that arise from Landlord's or its agent's, licensee's, contractor's, subcontractor's, concessionaire's or employee's (herein, Landlord and such other parties are collectively

referred to as the "Landlord Parties") use and occupancy of the Premises and the Project or from any other activity, omission, work, or thing done, by Landlord or Landlord Parties in or about the Premises and the Project. If any such proceeding is filed by a third party against Tenant or any such indemnified party, Landlord agrees to defend Tenant or such party in such proceeding at Landlord's sole cost by legal counsel reasonably satisfactory to Tenant and such indemnified party, if requested by Tenant. In no event shall Landlord be obligated to indemnify Tenant or any of the other parties identified above for any willful or negligent act or omission of Tenant or such other party.

13.3 Survival. The provisions of this Section 13 shall survive the expiration or termination of this Lease with respect to any Claims asserted against Landlord or Tenant within any applicable statute of limitations.

Section 14. Surrender

Upon the expiration or earlier termination of this Lease, Tenant shall peaceably leave and surrender the Premises to Landlord broom clean and otherwise in the condition in which the Premises are required to be maintained by the terms of this Lease, reasonable wear and tear excepted. Tenant shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of Rent and shall inform Landlord of the combinations to all locks, safes and vaults in the Premises. Tenant shall, at its expense, remove from the Premises on or prior to expiration or earlier termination of this Lease all furnishings, fixtures and equipment situated thereon as well as those Alterations that are required to be removed pursuant to Section 3.2 hereof. However, Tenant shall not remove any equipment, conduits and fixtures providing water, plumbing, electrical, heating, ventilation, air conditioning, lighting, life safety, sprinkler and sewer service to the Premises, regardless of whether the same were installed by or on behalf of Tenant or Landlord, all of which, together with any other furnishings, fixtures and equipment not removed by Tenant as provided above, shall become the property of Landlord upon the expiration or earlier termination of this Lease and shall be conclusively presumed to have been conveyed to Landlord under this Lease via a bill of sale without further payment or credit by Landlord to Tenant. In addition, Tenant shall, at its expense, on or prior to such expiration or earlier termination of this Lease, repair any damage caused by such removal. Any property not so removed that Landlord requires to be removed, may be removed by Landlord and stored and/or retained or sold by Landlord and the cost of such removal, storage and disposition as well as the cost of repairing any damaged caused by such removal, shall be paid by Tenant within thirty (30) days of demand and such sums shall accrue interest at the Interest Rate from the date incurred until paid in full. Tenant's obligation under this Section 14 shall survive the expiration or earlier termination of this Lease.

Section 15. Hazardous Materials and Infectious Wastes

15.1 Tenant Covenants. Tenant covenants that it will, and will cause the Tenant Parties to (i) not use, maintain, generate, store, treat or dispose of any Hazardous Materials or Infectious Wastes in or on the Premises or the Project other than de minimus amounts of materials that are required for the normal maintenance and operation of the Premises for normal medical office use and that are used, stored and disposed of in accordance with all Environmental Requirements, (ii) clean or remediate in accordance with all Environmental Requirements any Hazardous Materials or Infectious Wastes which may contaminate, or emanate from, any part of the Project, the Premises or the soils, ground water or aquifer under the Project as a result of Tenant's or the Tenant Parties' use or occupancy of the Premises, (iii) not place or permit to be placed any Hazardous Materials or Infectious Wastes in any receptacle not specifically designated for such materials, (iv) cause all Hazardous Materials and Infectious Wastes to be disposed of by licensed, reputable contractors approved by Landlord and (v) to promptly provide Landlord with any notice received by Tenant or the Tenant Parties concerning Hazardous Materials or Infectious Wastes.

15.2 Indemnity. Without limiting the indemnification contained in Section 13 above, Tenant shall indemnify, defend (with counsel reasonably approved by Landlord) and hold Landlord and the Landlord Parties harmless from and against any Claims, including, without limitation, cleanup, engineering and attorneys' fees and expenses that Landlord or such indemnified parties may incur by reason of (1) a violation of the covenants set forth in Section 15.1 above, (2) Tenant's or the Tenant Parties' use, maintenance, generation, storage, treatment or disposal of any Hazardous Materials or Infectious Wastes in, on or under the Project or the Premises, (3) the violation of any applicable Environmental Requirement by Tenant or the Tenant Parties and relating to the Premises or Tenant's or the Tenant Parties' use, occupancy or operation thereof, (4) any Claim brought or asserted against Landlord or such indemnified parties, regardless of when brought, which directly or indirectly relates to or arises out of any of the matters indemnified in this Section 15.2 or (5) any investigation or claim of any governmental agency or third party for any actions taken by Tenant or the Tenant Parties on or about the Premises. Tenant's indemnity obligations under this Section 15.2 shall survive the cancellation or termination of this Lease.

Section 16. Holding Over

If Tenant remains in occupancy of any portion of the Premises after the expiration of the Term, Tenant shall become a month to month tenant upon all terms of this Lease as might be applicable to such month to month tenancy, except that Tenant shall pay Base Rent and Additional Rent at a rate equal to 150% of the greater of (i) the rate effective immediately prior to such holdover and (ii) the then fair market rent for the Premises, as determined by Landlord. Tenant shall also be liable for any and all damages incurred by Landlord as a result of such holding over. No acceptance of Rent payable pursuant to this Section 16 by Landlord or the creation of such month to month tenancy shall operate as a waiver of Tenant's default or as a waiver of Landlord's right to regain possession of the Premises or any other remedy.

Section 17. Notices

Any notice which either party is required or may desire to give to the other shall be in writing and sent by United States certified mail, return receipt requested, postage prepaid, or by Federal Express or similar generally recognized overnight courier regularly providing proof of delivery, addressed to the parties as set forth in the preamble to this Lease (subject to the right of any party to designate a different address for its receipt of notices hereunder within the 48 contiguous continental United States of America by notice duly given). Any notice so given shall be deemed to have been given as of the first to occur of (i) actual delivery, (ii) if mailed, the second business day after being deposited in the U.S. Mails, proper postage prepaid, addressed as provided above, (iii) if sent by overnight courier, on the first business day after being delivered to such courier with all charges for overnight delivery having been prepaid, or (iv) if sent by facsimile, the date sent and the appropriate mechanical confirmation or answer-back is received and if sent to Landlord at (217) 877-5018 and if sent to Tenant at (217) 233-0077.

Section 18. Broker's Representation

Except for the broker, if any, identified on the Summary of Terms, Landlord represents that it dealt with no broker or brokers and Tenant represents that it dealt with no broker or brokers in connection with the negotiation, execution and delivery of this Lease. Landlord and Tenant shall, and do hereby, agree to indemnify and hold the other harmless from and against any losses, damages, penalties, claims or demands of whatsoever nature arising from a breach of its foregoing representation including, without limitation, reasonable attorneys' fees and expenses. The representations and indemnifications set forth in this Section 18 shall survive the cancellation or termination of this Lease.

Section 19. Rights Reserved to Landlord

The following rights, exercisable without notice and without affecting any of Tenant's obligations under this Lease, are all reserved by Landlord: (1) to change the name or street address of the Project or the Building numbers thereof; (2) to install and maintain signs on the exterior and interior of the Project; (3) to retain at all times, and to use in appropriate instances, pass keys to the Premises; (4) to grant to anyone the exclusive right to conduct any business provided, however, that the granting by Landlord of any such exclusive right shall in no way prohibit Tenant from using the Premises for the purposes for which it is using the Premises as of the date hereof; (5) to render any service in the Project, including without limitation, providers furnishing electricity, telephone service, ice, water, towels, toilet supplies, shoe shines, sign painting, beverage or food service or other services to the Project, so long as the rates therefore are reasonably competitive for medical office buildings in the Metropolitan Area; (6) upon reasonable notice, to exhibit the Premises at reasonable hours to prospective purchasers, mortgagees, and ground lessors of the Project and, in the final nine (9) months of the Term, to prospective tenants; (7) to decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy at any time after Tenant vacates or abandons the Premises; (8) to enter the Premises after reasonable notice at reasonable hours (except in the event of an emergency, when no notice need be given) for reasonable purposes, including inspection, the provision of services and the performance of the obligations of Landlord hereunder; (9) to regulate access to telephone, electrical and other utility lines and closets in the Project and to require use of designated contractors for any work involving access to the same; (10) to approve, in its discretion and prior to installation, any shades, blinds, ventilators or window treatments of any kind, as well as any lighting within the Premises that may be visible from the exterior of Building; and (11) to approve the weight, size, placement and time and manner of movement within the Premises and the Project of any safe or other heavy article of Tenant's Property, without any liability on account of such approval.

Landlord shall also have the right to substitute for the Premises other premises (herein referred to as "the new premises") provided: (a) the new premises shall be similar to the Premises in area and use for Tenant's purpose and shall be located in the Building; (b) Landlord shall pay the expense of Tenant for moving from the Premises to the new premises and for improving the new premises so that they are substantially similar to the Premises; (c) such move shall be made during evenings, weekends, or otherwise so as to incur the least inconvenience to Tenant; and (d) Landlord shall first give Tenant at least thirty (30) days notice before making such change. If Landlord shall exercise its right hereunder, the new premises shall thereafter be deemed for the purposes of this Lease as the Premises and Tenant shall execute an acknowledgment of the same.

Section 20. Other Matters

20.1 Captions. Captions of this Lease are solely for convenience of reference and shall not in any way limit or amplify the terms and provisions hereof.

20.2 Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

20.3 Entire Agreement. All understandings and agreements, oral or written, previously made between the parties are merged into this Lease and this Lease fully and completely expresses the agreement between Landlord and Tenant. This Lease cannot be amended or modified except by a written instrument executed by Landlord and Tenant.

20.4 **Governing Law.** This Lease shall be governed by and construed in accordance with the internal laws of the State in which the Project is located.

20.5 **Successors and Assigns.** Subject to Section 8 and Section 12, the conditions, covenants and agreements contained in this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

20.6 **Waiver.** No failure by either party to exercise, or delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. Any consent or approval given by Landlord in any one instance shall not constitute consent or approval for any subsequent matter, even if similar to the matter for which such consent or approval was originally given.

20.7 **Litigation and Arbitration Costs.** In the event of any litigation or arbitration between Tenant and Landlord to enforce any provision of this Lease or any right of either party hereto, the unsuccessful party to such litigation or arbitration shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred by the successful party therein.

20.8 **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same agreement.

20.9 **Modifications to Lease.** If, in connection with Landlord's obtaining financing for the Project, the proposed lender shall request reasonable modification of this Lease as a condition of such financing, Tenant shall not unreasonably withhold or delay its agreement to such modifications so long as such modifications do not materially increase the obligations or materially and adversely affect the rights of Tenant under this Lease.

20.10 **Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than the Rent stipulated herein shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Rent be deemed an accord and satisfaction. Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy in this Lease.

20.11 **Time of the Essence.** Time is of the essence of each provision of this Lease.

20.12 **WAIVER OF TRIAL BY JURY.** EACH PARTY WAIVES TRIAL BY JURY IN THE EVENT OF ANY LEGAL PROCEEDING BROUGHT BY THE OTHER IN CONNECTION WITH THIS LEASE. EACH PARTY SHALL BRING ANY ACTION AGAINST THE OTHER IN CONNECTION WITH THIS LEASE IN A FEDERAL OR STATE COURTS LOCATED IN THE DISTRICT WHERE THE PROJECT IS LOCATED, CONSENTS TO THE JURISDICTION OF SUCH COURTS, AND WAIVES ANY RIGHT TO HAVE ANY PROCEEDING TRANSFERRED FROM SUCH COURTS ON THE GROUND OF IMPROPER VENUE OR INCONVENIENT FORUM.

20.13 **Areas Excluded From Demise.** The exterior walls of the Premises and the area beneath the finished floor of the Premises as well as the area above the finished ceiling level of the Premises are not demised hereunder, and the use thereof together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires, heating, ventilating, cooling, plumbing, electrical and other systems

as well as structural elements leading through or a part of the Premises in locations that will not materially interfere with Tenant's use thereof are hereby reserved unto Landlord.

20.14 Due Authorization. Landlord and Tenant hereby covenant, warrant and represent that: (1) the individual executing this Lease on its behalf is duly authorized to execute and deliver this Lease in accordance with the organizational documents of such party; (2) this Lease is binding upon such party and (3) the execution and delivery of this Lease will not result in any breach of, or constitute a default under any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement or other contract or instrument to which it is a party or by which it may be bound.

20.15 Tenant Financials. If Landlord is required to furnish such information in connection with the closing of a proposed sale or refinancing of the Project or if Tenant is in default hereunder, Tenant shall provide Landlord, upon ten (10) days' prior written notice from Landlord, with a current financial statement for Tenant's business. Any information provided hereunder by Tenant shall be kept confidential by Landlord and Landlord's lender or prospective purchaser, except to the extent already a part of the public domain or as disclosure is required by applicable Governmental Regulations or to enforce the terms of this Lease.

20.16 Force Majeure. Both Landlord and Tenant shall be excused from performing their obligations or undertakings provided in this Lease, in the event, but only so long as the performance of any such obligations are prevented or delayed, retarded or hindered by an event of Force Majeure.

20.17 ERISA. Tenant represents and warrants that it is not and is not acting on behalf of (i) an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (ii) a "plan" within the meaning of Section 4975 of the Internal Revenue Code of 1986, as amended or (iii) an entity deemed to hold "plan assets" within the meaning of 29 C.F.R. § 2510.3-101 of any such employee benefit plan or plans.

20.18 Estoppel Certificates. Within twenty (20) days after request by either party, the other party shall execute and deliver to the requesting party a written certificate as to the status of this Lease, any existing defaults, the status of the payments and performance of the parties required hereunder and such other information that may be reasonably requested.

20.19 Landlord's Interest. Landlord's liability under this Lease is limited solely to Landlord's equity in the Project, and in no event shall recourse be had to any other property or assets of Landlord or against any property or assets of any member, partner, shareholder, trustee, officer or director of Landlord or its members, partners or shareholders. If Landlord shall at any time transfer its interest in the Project or this Lease, Landlord shall be released of any obligations occurring after such transfer, and Tenant shall look solely to Landlord's successors for performance of such obligations.

20.21 Joint and Several. If Tenant is more than one person, all obligations of Tenant hereunder and under the Work Letter shall be joint and several obligations of each person executing this Lease as Tenant.

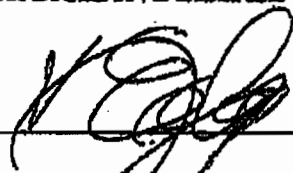
20.22 Recordation; Confidentiality. Tenant shall not record or file, or permit to be recorded or filed, a copy of this Lease (or a memorandum thereof) or otherwise disclose the terms of this Lease without first obtaining Landlord's consent which consent may be granted or withheld in Landlord's sole discretion.

20.23 Security. Landlord has no duty to provide security for any portion of the Premises and Tenant assumes sole responsibility and liability for the security of itself, its employees, customers and invitees and their respective property, in the Premises. To the extent Landlord provides security to the Common Areas, Landlord does not warrant the efficacy of any such security personnel, services, procedures or equipment. Landlord shall not be responsible for or liable in any manner for failure of any such security personnel, services, procedures or equipment to prevent or control, or apprehend anyone suspected of, personal injury or property damage in, on or around the Project.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Lease as of the day and year first above written.

TENANT:

DECATUR DIGESTIVE DISEASE CENTER, LLC.

By: 

Date of Execution: SEP 25, 2010

LANDLORD:

LHPT DECATUR, LLC,
a Delaware limited liability company

By: LHPT Holdings II, LLC,
a Delaware limited liability company,
its sole member

By: Lillibridge Healthcare Properties Trust, L.P.,
a Delaware limited partnership,
its managing member

By: Lillibridge Healthcare Properties Trust, LLC,
a Delaware limited liability company,
its general partner

By: Lillibridge Healthcare Properties Trust,
a Maryland real estate investment trust,
its sole member

By: 

Name: MARY ANN BARKER

Title: SVP

Date of Execution: 11-1 2010

EXHIBIT A
FLOOR PLANS

EXHIBIT B

RULES AND REGULATIONS

1. **Use:** Tenant shall not use or permit any part of the Premises to be used for any purposes other than those set forth in this Lease.
2. **Maintenance:** Tenant shall maintain all portions of the Premises and immediately adjoining areas in a clean and safe condition. Tenant shall comply with any waste recycling, waste separation or other waste program imposed from time to time by the Hospital, the provider of the waste removal services or Landlord.
3. **Common Areas and Doormats:** The Common Areas shall not be obstructed. No doormats shall be placed or left in any public corridor. Laboratory specimen boxes may only be left in public corridors during non-business hours.
4. **Exterior:** No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be used in connection with any window or door of the Premises, without the prior written consent of Landlord.
5. **Signs:** No signs, insignia, advertisement, object, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the Premises or the Building without prior written consent of Landlord. In the event of the violation of the foregoing by any Tenant, Landlord, upon twenty-four hours written notice, may remove the same without any liability, and may charge the expense incurred in such removal to the Tenant violating this rule. Interior signs and lettering on doors and directory tablet should be inscribed, painted or affixed for each Tenant by Landlord at the expense of such Tenant shall be of a size, color and style acceptable to Landlord. At the expiration of the term Tenant is to remove all signs from such windows, doors and directory board.
6. **Air Flow:** The sashes, skylights, windows, and doors that admit light and air into the halls or other public places in the Building shall not be obstructed, nor shall any parcels or other articles be placed on the window sills or on the peripheral air conditioning enclosures.
7. **Use of Water and Plumbing:** The water closets and other plumbing fixtures shall not be used for any purpose other than those for which they were designed or constructed, and no sweeping, rubbish, acids or other substances shall be thrown or deposited therein. All damages resulting from any misuse or the fixtures shall be borne by the Tenant who, or whose employees, agents, visitors, or licensees shall have, caused the same. Any cuspidors or containers or receptacles used as such in the Premises, or for garbage or similar refuse, shall be emptied, cared for and cleaned by and at the expense of Tenant.
8. **Bikes and Animals:** No bicycles, animals (other than guide dogs accompanying visually handicapped persons) or birds of any kind shall be brought into or kept in or about the Premises or the Building. Tenant may maintain fish in a properly maintained aquarium.
9. **Noise:** No noise, including, but not limited to, music or the playing of musical instruments, recordings, radio or television, which, in the judgment of Landlord, might disturb other tenants in the Building shall be made or permitted by any tenant. Nothing shall be done or permitted in the Premises by any tenant which would impair or interfere with the use or enjoyment by any other tenant of any other space in the Building.

10. **Locks and Access:** Additional locks shall not be placed upon any doors or windows by Tenant. Nor shall any changes be made to the locks which shall make such locks inoperable by Landlord's master key. Landlord will furnish two keys for each lock in the Premises. Additional keys will be ordered through Landlord and paid for by Tenant. Tenant will return all keys upon termination of this Lease. The agent and janitor of the Building shall be allowed admittance to the Premises, to cover any emergency, or required examination that may arise.
11. **Delivery and Moving:** All removals, or the carrying in or out of any safes, freight, furniture, and any other object must take place during such hours and in such elevators as Landlord or its agent may determine from time to time. Any damage done to the Building shall be paid for by the Tenant causing it.
12. **Passes:** Landlord may require any person leaving the Building with any package or other objects to submit a pass, listing such package or object or matter, from the tenant from whose Premises the package or object or matter is being removed. The establishment and enforcement of such requirement shall not impose any responsibility on Landlord for the protection of any tenant against the removal of property from the Premises of such tenant.
13. **Safes:** Safes and other heavy articles shall be placed by the Tenant in such places only as may be specified in writing by the Landlord.
14. **Advertising:** Landlord shall have the right to prohibit any advertising or identifying sign by any tenant which, in Landlord's judgment, tends to impair the reputation of the Building or its desirability as a building for offices. Upon written notice from Landlord, such tenant shall refrain from or discontinue such advertising or identifying sign. Tenant shall not use the name of the Building for any purpose, other than that of the business address.
15. **Visitors & Employees:** Landlord reserves the right to exclude from the Building during hours other than Business Hours all persons connected with or calling upon Tenant who do not present a pass to the Building signed by Tenant. Tenant shall furnish Landlord with a facsimile of such pass. All persons entering and/or leaving the Building during hours other than Business Hours may be required to sign a register.
16. **Building Security:** Tenant assumes full responsibility for protecting the Premises from theft and robbery. Upon the request of the Landlord, the Tenant shall furnish to Landlord, information including the name and telephone number of an individual designated by Tenant who should be contacted in the case of an emergency, the name of all individuals to whom Tenant has given entrance keys, and the names of all individuals authorized by Tenant to enter the Premises at other than Business Hours.
17. **Closing Doors and Windows:** Tenant, before closing and leaving the Premises at any time, shall see that all operable windows are closed and all lights are turned out. All entrance doors in the Premises shall be left locked by Tenant when the Premises are not in use. Entrance doors shall not be left open at any time.
18. **Telephones:** Landlord will direct the electricians as to where and how telephone wires are to be introduced. Unless approved in advance by Landlord, no boring or cutting for wires will be permitted.
19. **Lodging:** The Premises shall not be used for lodging or sleeping.

20. **Service Requests:** Service requests shall be directed to the Building office. Employees of Landlord shall not perform any work for Tenant unless under instructions from Landlord.
21. **Canvassing:** Canvassing, soliciting and peddling in the Building are prohibited and each tenant shall cooperate to prevent the same.
22. **Moving Equipment:** Hand trucks and moving equipment used by Tenant in the Building must be equipped with rubber tires, side guards and other safeguards as Landlord requires and be approved in advance in writing by Landlord.
23. **Odors:** Tenant shall not cause any odors to emanate from the Premises. No cooking shall be done in the Premises.
24. **Machinery:** Tenant shall not use machinery or stoves at the Premises, or carry on any mechanical business on Premises, or use or store inflammable fluids in the Premises without the written consent of the Landlord.
25. **Utilities:** Tenant shall not waste electricity, water, or air conditioning and shall cooperate with Landlord to assure the most effective operation of the Building's heating and air conditioning. Tenant shall not adjust any controls, other than room thermostats installed for Tenant's use.
26. **Smoking:** Smoking of tobacco products anywhere within the Building is prohibited.
27. **Tenant's Responsibility for Others:** Tenant shall be responsible for the observance of all of the foregoing rules and regulations by Tenant's employees, agents, clients, customers, and guests. In addition to the Landlord's other remedies for Tenant's breach of any of the foregoing rules and regulations, Tenant shall pay Landlord for all damage resulting from the violation thereof.
28. **Narcotics:** The holding of any narcotic drugs within the Premises requires written notification to Landlord, to include the location of such narcotic drugs and the security measures used by Tenant during the time the Premises are not occupied. Landlord may require Tenant, at Tenant's expense, to provide additional security measures if, in Landlord's opinion, Tenant has not sufficiently safeguarded such narcotic drugs against theft from the Premises. Such suggested security measures are not to be construed as Landlord's acceptance of any liability as a result of theft or guarantees against such theft.
29. **Changes to Rules:** Landlord reserves the right to rescind, alter or waive any rule or regulation at any time.

EXHIBIT C
WORK LETTER

This Work Letter (this "Work Letter") is entered into as of September 30, 2010, by and between DECATUR DIGESTIVE DISEASE CENTER, LLC ("Tenant") and LHPT DECATUR, LLC, a Delaware limited liability company ("Landlord").

RECITALS

WHEREAS, Landlord and Tenant have entered into that certain Lease Agreement, dated October 1, 2010 (as the same may be amended or restated, the "Lease");

WHEREAS, pursuant to the terms of the Lease and this Work Letter, Landlord has agreed to construct certain improvements to the Premises (as defined in the Lease);

WHEREAS, all terms capitalized but not defined herein shall have the meanings ascribed to them in the Lease;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and Tenant hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and incorporated herein by reference.
2. Landlord's Work.

Subject to the other terms of this Work Letter, Landlord shall cause the work described on the plans and specifications attached hereto as Exhibit A ("Landlord's Plans") to be constructed in the Premises (the "Landlord's Work").

3. Additional Work. If Tenant shall require changes in Landlord's Work or other work or materials in the Premises in addition to or in substitution for the Landlord's Work (collectively, "Additional Work"), all plans and specifications for the Additional Work (the "Additional Plans") (together with any changes to the Final Plans for the Landlord's Work which may be required as a result of the Additional Work) shall be prepared by Landlord's architect for the Building. Prior to commencing any such Additional Work, Landlord shall submit to Tenant a tenant requested work order (a "Tenant Requested Work Order") authorizing such work and setting forth the cost of such Additional Work (including costs for delay and out of sequence work). If Tenant shall fail to execute such Tenant Requested Work Order within five (5) days from receipt thereof, the same shall be deemed disapproved in all respects by Tenant and Landlord shall not be obligated to perform such additional work. The cost of such Additional Work shall be paid to Landlord in full prior to Landlord's commencement of such Additional Work. At such time as the Tenant Requested Work Order is fully executed, such Additional Work shall be deemed a part of "Landlord's Work" and such Tenant Requested Work Order shall be deemed attached to and incorporated into this Work Letter. The Landlord's Plans that are finally approved or deemed approved, together with the Additional Plans, if any, are referred to herein as the "Final Plans".

4. Cost and Payment. Except for the Landlord's Contribution (defined below), all costs and expenses relating to the preparation and completion of Landlord's Plans, the Additional Plans, the Final

Plans and the performance of Landlord's Work and the Additional Work (including without limitation the costs of all permits and licenses) shall be paid for by Tenant (collectively, the "Costs of Landlord's Work").

[REDACTED] If the conditions for the application of Landlord's Contribution are not satisfied within the first Lease Year, Landlord's obligation to thereafter provide the Landlord's Contribution shall cease. In no event shall the Landlord Contribution be used to purchase trade fixtures, furniture, equipment or other personal property of Tenant.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

All sums due hereunder from Tenant shall be deemed to be Rent for any and all purposes of the Lease and Landlord shall have all of its rights and remedies under the Lease on account of Tenant's failure to timely pay such amounts. Tenant shall have sole responsibility for the Cost of Landlord's Work in excess of Landlord's Contribution. All amounts to be paid by Tenant hereunder shall be due and payable within ten (10) days after Landlord's delivery to Tenant of an invoice for such costs.

The provisions of this Section 4 shall survive the expiration or termination of the Lease.

5. Substantial Completion. Landlord shall, subject to Tenant Delays and events of Force Majeure, use commercially reasonable efforts to cause Landlord's Work to be substantially completed in accordance with the Final Plans on or prior to December 31, 2010 (the "Anticipated Completion Date").

As soon as possible after written notice from Landlord to Tenant that Landlord believes Landlord's Work to be substantially completed, Landlord and Tenant, or their representatives, shall inspect the Premises. Landlord and Tenant shall mutually create, at the time of such inspection, a list of deficiencies and deviations from Landlord's Work (a "punch list") to be corrected. If no such punch list is created at the time of such inspection, Tenant shall be deemed to have accepted the Premises in its condition at the time of the inspection and as being in the condition in which Landlord is required to deliver the Premises in accordance with this Lease. If a punch list is delivered, the existence of a punch list shall not postpone the Commencement Date provided the items on the punchlist are of a nature so as not to unreasonably interfere with Tenant's use or occupancy of the Premises and will not prevent the Premises from being legally occupied. Landlord shall correct or cure any punch list items within thirty (30) days, or such longer period as may be necessary, provided Landlord is proceeding with due diligence to complete such items. Landlord shall have the right to enter the Premises at any reasonable time to correct or cure such punch list items.

If substantial completion would have occurred earlier but for a Tenant Delay, then substantial completion will be deemed to have occurred on the date it would have occurred but for the Tenant Delay, and the term of the Lease and all obligations of Tenant under the Lease will commence on what would have been the Commencement Date but for the Tenant Delay. As used herein, "Tenant Delay" shall mean any delay on account of any of the following: (i) Tenant's failure to timely provide Landlord with any information reasonably required by Landlord to prepare Landlord's Plans, (ii) Tenant's failure to approve or disapprove of Landlord's Plans in the time frames or the manner set forth herein, (iii) changes, deletions or additions to Landlord's Work requested by or resulting from acts or omissions of Tenant or the Tenant Parties and (iv) delays caused by the preparation, review, approval and performance of any Additional Plans or Additional Work, whether or not such Additional Work actually becomes a part of Landlord's Work.

6. Early Access. Landlord shall permit Tenant and its agents, to enter the Premises prior to the Commencement Date to prepare the Premises for testing and installation of Tenant's telephone and computer lines and other above-ceiling work. Tenant shall not have early access for any other reason. Any such permission shall constitute a license only, conditioned upon Tenant's: (a) working in harmony with Landlord and Landlord's agents, contractors, workmen, mechanics and suppliers and with other tenants and occupants; and (b) depositing with Landlord in advance of any work Tenant's contractor's affidavit for the proposed work and as necessary, from time to time, waivers of lien from Tenant's contractor and all subcontractors and suppliers of material; and (c) furnishing Landlord with the insurance required of Tenant pursuant to the Lease, and causing all other parties entering the Building to perform such work on behalf of Tenant, to provide Landlord with the same types, and amounts, of coverages required of the Tenant in the Lease.

Landlord shall not be liable in any way for any injury, loss or damage which may occur to any of Tenant's property or installations in the Premises prior to the Commencement Date. Tenant waives any claims therefore and shall protect, defend, indemnify and save harmless Landlord and the Landlord Parties from all liabilities, costs, damages, fees and expenses arising out of the activities of Tenant or its agents, Tenant's contractor, other contractors, suppliers or workmen in the Premises or the Building. Tenant agrees that any such entry into and occupation of the Premises shall be deemed to be under all of the terms, covenants, conditions and provisions of the Lease except as to the covenant to pay Rent. If Tenant fails to comply with any of the conditions set forth above, such license may immediately be terminated by Landlord.

7. Miscellaneous.

(a) This Work Letter shall not be deemed applicable to any additional space added to the original Premises at any time or from time to time, whether by any options under the Lease or otherwise, or to any portion of the original Premises or any additions thereto in the event of a renewal or extension of the initial term of the Lease, whether by any options under the Lease or otherwise, unless expressly so provided in the Lease or any amendment or supplement thereto.

(b) The failure by Tenant to pay any monies due Landlord pursuant to this Work Letter within the time period herein stated shall be deemed an Event of Default under the terms of the Lease, for which Landlord shall be entitled to exercise all remedies available to Landlord for nonpayment of Rent. All late payments shall bear interest and be subject to late charges permitted pursuant to the Lease.

(c) Tenant shall be solely responsible to determine at the site all dimensions of the Premises and the Building which affect any work to be performed by Tenant hereunder.

(d) This Work Letter may be executed in any number of counterparts and all of such counterparts shall be deemed to be one and the same instrument.

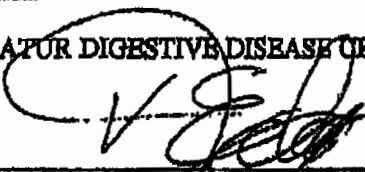
(e) Any notices required to be sent hereunder shall be in writing and sent in the manner set forth in the Lease.

(f) Landlord reserves the right to make substitutions of material of equivalent grade and quality if any specified material is not reasonably available and to make changes necessitated by conditions met during the course of construction, provided Tenant's approval of any substantial change (and any increase of cost incident thereto) is first obtained, which approval shall not be reasonably withheld.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Work Letter as of the date first set forth above.

TENANT

DECATUR DIGESTIVE DISEASE CENTER, LLC

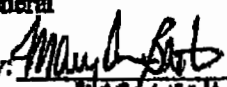
By: 
Name: V. Elor, MD
Title: Medical Director

LANDLORD

LHPT DECATUR LLC,
a Delaware limited liability company

By: Lillibridge Healthcare Real Estate Trust, L.P., a
Delaware limited partnership, sole member

By: Lillibridge Healthcare Real Estate Trust,
a Maryland real estate investment trust,
general partner

By: 
Name: MARY ANN BAKER
Title: SVP

11-10

EXHIBIT A TO WORK LETTER

LANDLORD'S PLANS

SCHEDULE 1.1

Definitions

"Common Areas" means the parking areas; driveways, roadways and truckways; pedestrian sidewalks and tunnels; courtyards, loading docks, delivery areas and service areas; landscaped areas, detention basins and related control structures and facilities; public bathrooms and comfort stations; public stairways, elevators, escalators and corridors; public lobbies and all other areas, equipment or improvements which may be provided by Landlord for the convenience and use in common by Landlord and the tenants of the Project including without limitation, all heating, ventilating and cooling systems provided by Landlord for all tenants.

"Environmental Requirements" collectively shall mean and include all present and future laws and any amendments (whether common law, statute, rule, order, regulation or otherwise), permits, and other requirements or guidelines of governmental authorities applicable to the Premises and relating to the environment and environmental conditions or to any Hazardous Materials and/or Infectious Wastes (including the Comprehensive Environmental Response Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Federal Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., the Clean Air Act, 33 U.S.C. §§ 7401 et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j, the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. §§ 1101 et seq., and any so-called "Super Fund" or "Super Lien" law, environmental laws administered by the Environmental Protection Agency, any similar state and local laws and regulations, all amendments thereto and all regulations, orders, decisions, and decrees now or hereafter promulgated thereunder).

"Expenses" shall mean all costs and expenses paid or incurred by or on behalf of Landlord for operating, maintaining, repairing, upgrading, replacing, and managing the Project, including, without limitation, the costs of heating, cooling and lighting; costs and expenses imposed against or attributed to the Project pursuant to the Ground Lease Documents; snow and ice and trash removal; painting; cleaning; landscaping and grounds maintenance; window cleaning; repair and maintenance (including, but not limited to, Landlord's repair, maintenance and service obligations set forth in Section 5.2 and 5.3 hereof) of the Project; the rental value of the Project's management office; maintenance and repair of all personal property of Landlord used or useful in connection with the Project; loading docks and truck docks; fuel, gas, water, sewer, steam, electricity and other utility charges (other than utilities metered directly to and paid by other tenants); insurance and insurance deductibles; security or traffic control forces or equipment (not to be construed to require Landlord to provide such services or equipment); uniforms, supplies; holiday decorations; sales and use taxes on purchased goods; costs paid to service providers and contractors; costs incurred with respect to any "shuttle" bus, valet, car pooling or other transportation service servicing the Project; and other labor costs, payroll taxes, insurance, training and wages, salaries and fringe benefits of persons engaged in the accounting, operation, management, maintenance or repair of the Project; a market rate management fee and any other expense or charge which, in accordance with generally accepted accounting or management principles, would be considered as an expense of operating, maintaining upgrading, replacing, managing, or repairing the Project.

Expenses shall not include items included within the meaning of the term Taxes; costs of capital improvements to the Project (except as hereinafter provided); depreciation or amortization charges with respect to a capital improvement (except as hereinafter provided); interest and principal payments on mortgages; and brokerage and leasing commissions; cost of constructing and installing or reconstructing

the Common Areas or the Project; interest and penalties on any Expenses, except to the extent incurred as a result of a default by Tenant in its obligation to make timely payments of Tenant's Pro Rata Share of Expenses; costs incurred to procure or negotiate leases with any existing or prospective tenants; costs to enforce leases against other tenants; wages, salaries or other compensation paid to any employee of Landlord above the grade of building manager; the cost of correcting any violations in the Project of any applicable Governmental Regulations in existence as of the date of this Lease; cost of improvement and re-decorating allowances provided to other tenants; any cost or expenditure for which Landlord is reimbursed solely by other tenants (other than contributions for Taxes and Expenses); and any items for which Landlord is reimbursed by insurance or compensated for due to loss or damage, to the extent of such compensation or reimbursement.

Expenses shall include the cost of any capital improvements made on or after the Commencement Date which are made or installed either for the purpose of reducing any cost included within Expenses or which are required under any applicable Governmental Regulations which were not applicable to the Project on the date of this Lease, in each case amortized over the useful life of such capital improvement (as determined in accordance with generally accepted accounting principles), together with interest on the unamortized cost of such improvement at the Prime Rate on the date the cost of such capital improvement was incurred. To the extent that Expenses include the costs of capital improvements as provided in this paragraph, Landlord shall be permitted to do the same with respect to the costs of leasing such capital item.

"Force Majeure" shall mean acts of God, fire, earthquake, flood, explosion, actions of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facility, materials or supplies in the open market, failure of transportation, strikes, lock outs, actions of labor unions, condemnation, requisition, laws, governmental action or inaction, orders of government or civil or military or naval authorities or any cause, whether similar or dissimilar to the foregoing, not within their reasonable control of, as applicable, the Landlord or the Landlord Parties, or the Tenant or the Tenant Parties. In no event, however, shall a lack of money be grounds for Force Majeure.

"Governmental Regulations" shall mean all instruments of record that burden the Real Estate and all requirements, rules, orders, codes and regulations of the federal, state and municipal governments or other duly constituted public authority, and of any board of insurance regulators or underwriters, health officer, fire marshal, and/or building inspector affecting or relating to the Premises, the business conducted in the Premises and Tenant's use of the Premises including the making of Alterations.

"Hazardous Materials" means, at any time, (i) asbestos and any asbestos containing material, (ii) any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Requirements or any applicable laws or regulations as a "hazardous substance", "hazardous material", "hazardous waste", "infectious waste", "toxic substance", "toxic pollutant" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or "BP toxicity", or (iii) any petroleum and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources, (iv) petroleum products, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter and medical waste, or (v) any product that is inflammable, combustible, corrosive, caustic, poisonous, explosive or hazardous.

As defined in Environmental Requirements, Tenant is and shall be deemed to be the "operator" of Tenant's "facility" and the "owner" of all Hazardous Materials or Infectious Wastes brought on the Premises by Tenant, its subtenants, assignees, agents, employees, contractors or invitees, and the wastes, by-products, or residues generated, resulting, or produced therefrom.

"Infectious Wastes" shall mean: any solid waste capable of producing an infectious disease, including all bulk blood, blood products; cultures of specimens from medical, pathological, pharmaceutical, research, commercial and industrial laboratories; human tissues; organs, body parts, secretions, blood and body fluids removed during surgery and autopsies; the carcasses and body parts of all animals exposed to pathogens in research, used in the vivo testing of pharmaceuticals or that died of known or suspected infectious diseases; needles, syringes and scalpel blades.

"Lease Year" shall mean each consecutive twelve-month period beginning with the [Rent] Commencement Date, except that if the [Rent] Commencement Date is other than the first day of a calendar month, then the first Lease Year shall be the period from the [Rent] Commencement Date through the date twelve months after the last day of the calendar month in which the [Rent] Commencement Date occurs, and each subsequent Lease Year shall be the period of twelve months following the last day of the prior Lease Year.

"Metropolitan Area" shall mean Macon County, Illinois located in the State of Illinois.

"Taxes" shall mean all taxes and assessments, special or ordinary, and all other impositions of every kind and nature whatsoever (including, without limitation, any transit tax, sewer rents, impact fee, and school district assessments), which may be levied, assessed, charged or imposed (including without limitation those imposed pursuant to the Ground Lease Documents) upon the Project or any personal property owned or leased by Landlord and used therewith, together with all fees and costs incurred by Landlord for the purpose of contesting or protesting the amounts or rates of Taxes. Taxes shall not include any income, excess profit, franchise, capital stock, estate or inheritance tax payable by Landlord except as specifically provided in the next sentence. If at any time during the Term the method of taxation prevailing at the Commencement Date shall be altered so that any new or additional tax assessment, levy, imposition, or charge, or any part thereof, shall be imposed in place or partly in place of any Taxes or contemplated increase therein, including without limitation any tax, assessment, levy, imposition or charge on Rent, then all such taxes, assessments, levies, impositions or charges shall be deemed to be Taxes for the purpose hereof, to the extent that such Taxes would be payable if the Project was the only property of Landlord subject to such tax. If any assessments constituting Taxes are or may be payable to the applicable taxing authority in installments over more than one calendar year then, to the extent permitted by its lender, Landlord shall cause such Taxes to be paid in installments, and only those installments (plus any interest thereon) payable during a calendar year in which the Term falls shall be included in Taxes for such calendar year in which payment is due. Otherwise, Taxes "for" a calendar year shall be deemed to refer, at Landlord's option, either to Taxes payable in such calendar year or to Taxes levied, assessed or otherwise accrued or imposed for such calendar year without regard to when such Taxes are payable. Taxes shall not include interest and penalties for late payment, except to the extent that such penalty or interest is attributable to Tenant's failure to remit on a timely basis Tenant's Pro Rata Share of Taxes. If such interest or penalty is attributable solely to Tenant's failure to remit Tenant's Pro Rata Share of Taxes, then Tenant shall be solely responsible for payment of such interest and/or penalty. If such interest or penalty is attributable to such failure by Tenant and to other tenants' failure to pay their pro rata share of Taxes, Tenant shall pay its proportionate share of the amount of such interest and/or penalty.

"Tenant's Pro Rata Share" shall mean the percentage computed from the fraction equal to the Useable Square Feet within the Premises, divided by the total Useable Square Feet in the Project; provided, however, (i) that the Project's Useable Square Footage shall be reduced by the Useable Square Feet of any on-site management office as well as any below grade space not used for normal medical office purposes (e.g. storage or warehouse) and (ii) if any portion of the Project is exempt from Taxes, the Useable Square Feet in such exempt portion shall not be included in the Useable Square Feet of the Project with the understanding that the tenant or occupant of such exempt space shall be entitled to

receive the full benefit of such exemption. Tenant's Pro Rata Share may be adjusted from time to time upon notice from Landlord on account of any reduction to or expansion of the Premises or the Project, whether from casualty, condemnation, alteration or otherwise.

ATTACHMENT-3

Decatur Digestive Disease Center, LLC is the Operating Identity/Licensee, the Certificate of Good Standing for which is attached.

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "DECATUR DIGESTIVE DISEASE CENTER, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE NINETEENTH DAY OF OCTOBER, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID LIMITED LIABILITY COMPANY IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "DECATUR DIGESTIVE DISEASE CENTER, LLC" WAS FORMED ON THE THIRTIETH DAY OF JULY, A.D. 2003.

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



3687423 8300

SR# 20150560179

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

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

Authentication: 10261760

Date: 10-19-15



To all to whom these Presents Shall Come, Greeting:

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

DECATUR DIGESTIVE DISEASE CENTER, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON AUGUST 26, 2003, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



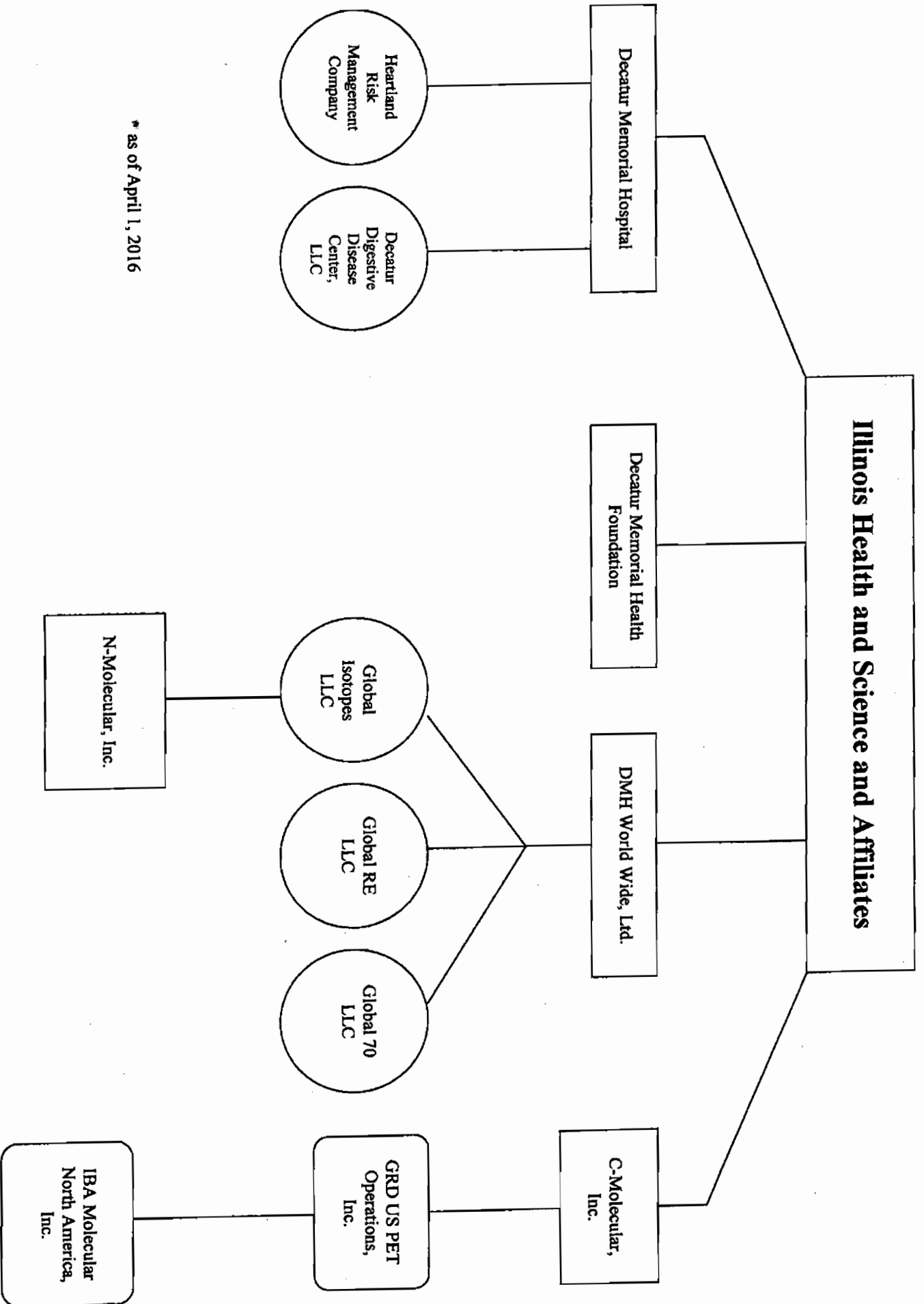
In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 19TH day of OCTOBER A.D. 2015 .

Jesse White

SECRETARY OF STATE

ATTACHMENT-4

The organizational chart for Illinois Health and Science, including Decatur Memorial Hospital and Decatur Digestive Disease Center, LLC, is attached.



* as of April 1, 2016

ATTACHMENT – 10

GENERAL INFORMATION REQUIREMENTS

1. Identify the categories of service and the number of beds, if any that is to be discontinued.

Response: Decatur Digestive Disease Center (“DDDC”) is a free-standing, single specialty ASTC, which provides gastroenterological services on the campus of Decatur Memorial Hospital (“DMH”), and contains two procedure rooms and four recovery rooms. Although DDDC will be discontinued, DMH, as the sole owner of DDDC (as of April 1, 2016), will continue to provide the exact same category, scope, and level of services and care currently provided by DDDC, utilizing the same physical plant and equipment. Upon receipt of the permit requested in this application, DMH’s operation of the ASTC currently operated at DDDC would simply be converted to a provider-based outpatient department and incorporated into the GI department of DMH.

2. Identify all of the other clinical services that are to be discontinued.

Response: None.

3. Provide the anticipated date of discontinuation for each identified service or for the entire facility.

Response: April 1, 2016

4. Provide the anticipated use of the physical plant and equipment after the discontinuation occurs.

Response: Although Decatur Digestive Disease Center (“DDDC”) will be discontinued, Decatur Memorial Hospital (“DMH”), as the sole owner of DDDC (as of April 1, 2016), will continue to provide the exact same category, scope, and level of services and care currently provided by DDDC, utilizing the same physical plant and equipment. Upon receipt of the permit requested in this application, DMH’s operation of the ASTC currently operated at DDDC would simply be converted to a provider-based outpatient department and incorporated into the GI department of DMH.

5. Provide the anticipated disposition and location of all medical records pertaining to the services being discontinued, and the length of time the records will be maintained.

Response: The records will be located at DMH and retained in accordance with applicable state and federal law and the record retention policies of the hospital.

6. For applications involving the discontinuation of an entire facility, certification by an authorized representative that all questionnaires and data required by HFSRB or DPH (e.g., annual questionnaires, capital expenditures surveys, etc.) will be provided through

the date of discontinuation, and that the required information will be submitted no later than 60 days following the date of discontinuation.

Response: By signing and submitting this application, the authorized representatives of the applicants certify that all questionnaires and data required by HFSRB and DPH (e.g. annual questionnaires, capital expenditures surveys, etc.) will be provided through the date of discontinuation, and that the required information will be submitted no later than sixty (60) days following the date of discontinuation.

REASONS FOR DISCONTINUATION

The applicant shall state the reasons for discontinuation and provide data that verifies the need for the proposed action. See criterion 1110.130(b) for examples.

Response: After Decatur Memorial Hospital ("DMH") becomes the sole owner of Decatur Digestive Disease Center, there is no need to maintain a separate ASTC when the same services and care can be provided at the same location as part of DMH's outpatient GI department, while gaining clinical and administrative efficiencies due to integration with DMH.

IMPACT ON ACCESS

1. Document that the discontinuation of each service or of the entire facility will not have an adverse effect upon access to care for residents of the facility's market area.

Response: There will be no impact on access to care, as the residents will have access to the same services and care at the same location on the Decatur Memorial Hospital campus, as part of its outpatient GI department.

2. Document that a written request for an impact statement was received by all existing or approved health care facilities (that provide the same services as those being discontinued) located within 45 minutes travel time of the applicant facility.

Response: Not applicable. There will be no impact on access to care, as the residents will have access to the same services and care at the same location on the Decatur Memorial Hospital campus, as part of its outpatient GI department.

3. Provide copies of impact statements received from other resources or health care facilities located within 45 minutes travel time, that indicate the extent to which the applicant's workload will be absorbed without conditions, limitations or discrimination.

Response: Not applicable. There will be no impact on access to care, as the residents will have access to the same services and care at the same location on the Decatur Memorial Hospital campus, as part of its outpatient GI department.

ATTACHMENT-40

XI. Safety Net Impact Statement

1. The project's material impact, if any, on essential safety net services in the community, to the extent that it is feasible for an applicant to have such knowledge.

Response: The project will have no impact on essential safety net services in the community. Upon the purchase by Decatur Memorial Hospital ("DMH") of the remaining 50% of Decatur Digestive Disease Center ("DDDC") (DMH already owns the other 50%), DMH will be the sole owner of DDDC, and the project at issue eliminates a corporate entity while maintaining the same services and care at the same location on DMH's campus, as part of DMH's outpatient GI department.

2. The project's impact on the ability of another provider or health care system to cross-subsidize safety net services, if reasonably known to the applicant.

Response: The project will have no impact on the ability of another provider or health care system to cross-subsidize safety net services. Upon the purchase by Decatur Memorial Hospital ("DMH") of the remaining 50% of Decatur Digestive Disease Center ("DDDC") (DMH already owns the other 50%), DMH will be the sole owner of DDDC, and the project eliminates a corporate entity while maintaining the same services and care at the same location on DMH's campus, as part of DMH's outpatient GI department.

3. How the discontinuation of a facility or service might impact the remaining safety net providers in a given community, if reasonably known by the applicant.

Response: The project will have no impact on the remaining safety net providers in the service area. Upon the purchase by Decatur Memorial Hospital ("DMH") of the remaining 50% of Decatur Digestive Disease Center ("DDDC") (DMH already owns the other 50%), DMH will be the sole owner of DDDC, and the project eliminates a corporate entity while maintaining the same services and care at the same location on DMH's campus, as part of DMH's outpatient GI department.

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

1. For the 3 fiscal years prior to the application, a certification describing the amount of charity care provided by the applicant. The amount calculated by hospital applicants shall be in accordance with the reporting requirements for charity care reporting in the Illinois Community Benefits Act. Non-hospital applicants shall report charity care, at cost, in accordance with an appropriate methodology specified by the Board.

Response: By signing the application, the applicants certify the numbers contained in the charts below. Please note that Illinois Health and Science is a holding company that does not provide patient services directly and, therefore, has no charity care or Medicaid information to report.

2. For the 3 fiscal years prior to the application, a certification of the amount of care provided to Medicaid patients. Hospital and non-hospital applicants shall provide Medicaid information in a manner consistent with the information reported each year to the Illinois Department of Public Health regarding "Inpatients and Outpatients Served by Payor Source" and "Inpatient and Outpatient Net Revenue by Payor Source" as required by the Board under Section 13 of this Act and published in the Annual Hospital Profile.

Response: By signing the application, the applicants certify the numbers contained in the charts below. Please note that Illinois Health and Science is a holding company that does not provide patient services directly and, therefore, has no charity care or Medicaid information to report.

3. Any information the applicant believes is directly relevant to safety net services, including information regarding reaching, research, and any other service.

Response: Given that Decatur Digestive Disease Center, LLC is a for-profit entity, and Decatur Memorial Hospital ("DMH") is a not-for-profit hospital, the conversion of this facility will almost certainly have a positive effect, if any, in safety net services.

Safety Net Information per PA 96-0031				
Charity Care – Decatur Memorial Hospital				
Charity (# of patients)	2015	2014	2013	2012
Inpatient	320	585	730	
Outpatient	2765	4940	6166	
Total	3085	5525	6896	
Charity (cost in dollars)	Not available yet			
Inpatient		\$880,938.04	\$1,657,878.79	\$1,735,904.37
Outpatient		\$2,054,350.96	\$3,768,010.21	\$4,027,774.63
Total		\$2,935,289	\$5,425,889	\$5,763,679
Medicaid				
Medicaid (#of patients)	2015	2014	2013	2012
Inpatient	1894	2069	1980	
Outpatient	43,150	42,155	42,144	
Total	45,044	44,224	44,124	
Medicaid (revenue)				
Inpatient	\$7,746,495	\$1,357,854	\$3,720,216	
Outpatient	\$19,137,819	\$15,614,458	\$7,132,145	
Total	\$26,884,314	\$16,972,312	\$10,852,361	

Safety Net Information per PA 96-0031				
Charity Care – Decatur Digestive Disease Center, LLC				
Charity (# of patients)	2015	2014	2013	
Inpatient	0	0	0	
Outpatient	0	0	0	
Total	0	0	0	
Charity (cost in dollars)				
Inpatient	0	0	0	
Outpatient	0	0	0	
Total	0	0	0	
Medicaid				
Medicaid (#of patients)	2015	2014	2013	
Inpatient	0	0	0	
Outpatient	2	0	0	
Total	2	0	0	
Medicaid (revenue)				
Inpatient	0	0	0	
Outpatient	\$584.89		0	
Total	\$584.89	0	0	

ATTACHMENT-41

XII. 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.

Response: See Chart below. Please note that Illinois Health and Science is a holding company that does not provide patient services directly and, therefore, has no charity care to report. Please also note that Decatur Digestive Disease Center, LLC, as a private, for-profit entity, has no charity care to report.

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.

Response: Not applicable.

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.

Response: Not applicable.

CHARITY CARE – Decatur Memorial Hospital				
	2015	2014	2013	2012
Net Patient Revenue	\$247,720,907	\$254,729,379	\$261,727,750	\$266,581,146
Amount of Charity Care (charges)	\$9,680,277	\$13,498,683	\$23,768,869	\$23,797,766
Cost of Charity Care	Not available yet	2,935,289	5,425,889	5,763,679
Ratio of Charity Care Cost to Net Patient Revenue	Not available yet	1.152%	2.073%	2.162%