#E-039-21

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

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: Northwest Community Foot and Ankle Center LLC		
Street Address: 1455 East Golf Road		
City and Zip Code: Des Plaines, Illinois 60016		
County: Cook	Health Service Area: 007	Health Planning Area: A-07

Legislators

State Senator Name: Laura M. Murphy
State Representative Name: Martin J. Moylan

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

Exact Legal Name: NS-EE Holdings
Street Address: 1301 Central Street
City and Zip Code: Evanston, Illinois 60201
Name of Registered Agent: Kristen Murtos
Registered Agent Street Address: 1301 Central Street
Registered Agent City and Zip Code: Evanston, Illinois 60201
Name of Chief Executive Officer: Gerald P. Gallagher
CEO Street Address: 1301 Central Street
CEO City and Zip Code: Evanston, Illinois 60201
CEO Telephone Number: 847-570-2000

Type of Ownership of Applicants

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

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

APPEND DOCUMENTATION AS <u>ATTACHMENT 1</u> IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Primary Contact [Person to receive ALL correspondence or inquiries]

Name: Shivani Bautista
Title: General Counsel
Company Name: NorthShore University HealthSystem
Address: 1301 Central Avenue, Evanston, Illinois 60201
Telephone Number: 847-570-2000
E-mail Address: sbautista@northshore.org

#E-039-21

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

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: Northwest Community Foot and Ankle Center LLC		
Street Address: 1455 East Golf Road		
City and Zip Code: Des Plaines, IL 60016		
County: Cook	Health Service Area: 7	Health Planning Area: A-07

Legislators

State Senator Name: Laura M. Murphy
State Representative Name: Martin J. Moylan

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

Exact Legal Name: NorthShore University HealthSystem
Street Address: 1301 Central Street
City and Zip Code: Evanston, Illinois 60201
Name of Registered Agent: Kristen Murtos
Registered Agent Street Address: 1301 Central Street
Registered Agent City and Zip Code: Evanston, Illinois 60201
Name of Chief Executive Officer: Gerald "J.P." Gallagher
CEO Street Address: 1301 Central Street
CEO City and Zip Code: Evanston, Illinois 60201
CEO Telephone Number: (847) 570-2000

Type of Ownership of Applicants

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

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Title: General Counsel
Company Name: NorthShore University HealthSystem
Address: 1301 Central Street, Evanston, Illinois 60201
Telephone Number: (847) 570-2000
E-mail Address: sbautista@northshore.org

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Facility/Project Identification

Facility Name: Northwest Community Foot and Ankle Center LLC		
Street Address: 1455 East Golf Road		
City and Zip Code: Des Plaines, IL 60016		
County: Cook	Health Service Area: 7	Health Planning Area: A-07

Legislators

State Senator Name: Laura M. Murphy
State Representative Name: Martin J. Moylan

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

Exact Legal Name: Northwest Community Healthcare
Street Address: 800 West Central Road
City and Zip Code: Arlington Heights, Illinois 60005
Name of Registered Agent: Stephen Scogna
Registered Agent Street Address: 800 West Central Road
Registered Agent City and Zip Code: Arlington Heights, Illinois 60005
Name of Chief Executive Officer: Stephen Scogna
CEO Street Address: 800 West Central Road
CEO City and Zip Code: Arlington Heights, Illinois 60005
CEO Telephone Number: (847) 618-5007

Type of Ownership of Applicants

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

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

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: Shivani Bautista
Title: General Counsel
Company Name: NorthShore University HealthSystem
Address: 1301 Central Street, Evanston, Illinois 60201
Telephone Number: (847) 570-2000
E-mail Address: sbautista@northshore.org

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

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: Northwest Community Foot and Ankle Center LLC		
Street Address: 1455 East Golf Road		
City and Zip Code: Des Plaines, IL 60016		
County: Cook	Health Service Area: 7	Health Planning Area: A-07

Legislators

State Senator Name: Laura M. Murphy
State Representative Name: Martin J. Moylan

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

Exact Legal Name: Northwest Community Foot and Ankle Center LLC
Street Address: 1455 East Golf Road
City and Zip Code: Des Plaines, IL 60016
Name of Registered Agent: Stephen Scogna
Registered Agent Street Address: 800 West Central Road
Registered Agent City and Zip Code: Arlington Heights, Illinois 60005
Name of Chief Executive Officer: Stephen Scogna, Manager
CEO Street Address: 1455 East Golf Road
CEO City and Zip Code: Des Plaines, IL 60016
CEO Telephone Number: (847) 618-5007

Type of Ownership of Applicants

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

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

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: Shivani Bautista
Title: General Counsel
Company Name: NorthShore University HealthSystem
Address: 1301 Central Street, Evanston, Illinois 60201
Telephone Number: (847) 570-2000
E-mail Address: sbautista@northshore.org

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

Name: Kara Friedman
Title: Attorney
Company Name: Polsinelli PC
Address: 150 North Riverside Plaza, Suite 3000, Chicago, Illinois 60606
Telephone Number: (312) 873-3639
E-mail Address: Kfriedman@polsinelli.com
Fax Number:

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

Name: Shivani Bautista
Title: General Counsel
Company Name: NorthShore University HealthSystem
Address: 1301 Central Street, Evanston, Illinois 60201
Telephone Number: (847) 570-2000
E-mail Address: sbautista@northshore.org
Fax Number:

Site Ownership after the Project is Complete
[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Designer Direct, Inc.
Address of Site Owner: 1455 East Golf Road, Suite 200, Des Plaines, IL 60016
Street Address or Legal Description of the Site: 1455 East Golf Road, Des Plaines, IL 60016 **Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statements, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease, or a lease.**
APPEND DOCUMENTATION AS ATTACHMENT 2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Current Operating Identity/Licensee
[Provide this information for each applicable facility and insert after this page.]

Exact Legal Name: Northwest Community Foot and Ankle Center LLC
Address: 1455 East Golf Road, Des Plaines, IL 60016

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

Operating Identity/Licensee after the Project is Complete

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

Exact Legal Name: Northwest Community Foot and Ankle Center LLC

Address: 1455 East Golf Road, Des Plaines, IL 60016

☐ 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.
- **Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.**

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

Organizational Relationships

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

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

Narrative Description

In the space below, provide a brief narrative description of the change of ownership. Explain **WHAT** is to be done in **State Board defined terms**, **NOT WHY** it is being done. If the project site does NOT have a street address, include a legal description of the site.

NorthShore University Health System, an Illinois not-for-profit corporation ("NorthShore") and Edward-Elmhurst Health, an Illinois not-for-profit ("EEH") intend to enter into an affiliation transaction whereby a new parent entity, NS-EE Holdings, will be formed to serve as the sole corporate parent of the two existing health systems, NorthShore and EEH. The planned transaction is scheduled to close December 31, 2021 or as soon thereafter as all closing conditions have been satisfied.

Subject to approval of this Certificate of Exemption application, neither the licensed facility of the hospital nor the legal entity will change as a result of the NorthShore and EEH affiliation. No consideration (money, property or other assets) will be exchanged between NorthShore and EEH in connection with the affiliation agreement.

Upon consummation of the transaction, the Board of Directors of NS-E Holdings will be comprised of community members representing NorthShore, EEH, Swedish Hospital and Northwest Community Hospital.

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: $ N/A

Fair Market Value: $ N/A

Project Status and Completion Schedules

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

Skokie Hospital (Proj. No. 20-008)
- CON permit approved April 7, 2020
- Financial commitment occurred on June 17, 2020
- Project completion anticipated on December 15, 2023

Northwest Community Hospital (Proj. No. 19-011)
- CON permit approved June 4, 2019
- Financial commitment occurred on April 8, 2020
- Project completion anticipated on March 1, 2022

Swedish Hospital (Proj. No. E-007-21)
- Exemption approved on May 12, 2021
- Exemption will be closed with the discontinuation of pediatric unit is approved by the Illinois Department of Public Health

NorthShore University HealthSystem, Glenbrook Hospital (Proj. No. 21-016)
- [CON permit approved September 14, 2021]
- Financial commitment will occur before the required commitment date.
- Project completion is anticipated on December 31, 2024

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

State Agency Submittals

Are the following submittals up to date as applicable:

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

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

CERTIFICATION

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

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

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

Signature	Signature
Gerald P. Gallagher	Doug Welday
Printed Name	Printed Name
President & Chief Executive Officer	Chief Financial Officer
Printed Title	Printed Title
Notarization: Subscribed and sworn to before me this 14th day of September 2021	Notarization: Subscribed and sworn to before me this 14th day of September 2021
Barbara M. Holland	Barbara M. Holland
Signature of Notary	Signature of Notary
Seal OFFICIAL SEAL BARBARA M HOLLAND NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 09/04/23	Seal OFFICIAL SEAL BARBARA M HOLLAND NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:09/04/23

*Insert the EXACT legal name of the applicant

CERTIFICATION

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- in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- in the case of a sole proprietor, the individual that is the proprietor.

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

Signature	Signature
Gerald P. Gallagher	Kristen Murtos
Printed Name	Printed Name
President & Chief Executive Officer	Chief Administrative & Strategy Officer
Printed Title	Printed Title
Notarization: Subscribed and sworn to before me this 14th day of September 2021 Barbara M. Holland	Notarization: Subscribed and sworn to before me this 14th day of September 2021 Barbara M. Holland
Signature of Notary	Signature of Notary
Seal OFFICIAL SEAL BARBARA M HOLLAND NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:09/04/23	Seal OFFICIAL SEAL BARBARA M HOLLAND NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:09/04/23

*Insert the EXACT legal name of the applicant

79686343.1

CERTIFICATION

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

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

Signature	M. L. Ortz Signature
Stephen Scogna Printed Name	Michael Hartke Printed Name
President & Chief Executive Officer Printed Title	Executive Vice President & COO Printed Title
Notarization: Subscribed and sworn to before me this 14 day of SEPT. 2021	Notarization: Subscribed and sworn to before me this 14 day of SEPT. 2021
Glenda Martis Peterson Signature of Notary	Glenda Martis Peterson Signature of Notary
Seal	Seal

*Insert the EXACT legal name of the applicant

Official Seal
Glenda Mertis Peterson
Notary Public State of Illinois
My Commission Expires 09/04/2024

Official Seal
Glenda Mertis Peterson
Notary Public State of Illinois
My Commission Expires 09/04/2024

79762575.1

CERTIFICATION

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

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

Signature	Signature
Stephen Scogna	Michael Hartke
Printed Name	Printed Name
Manager	Manager
Printed Title	Printed Title
Notarization: Subscribed and sworn to before me this 14 day of SEPT. 2021	Notarization: Subscribed and sworn to before me this 14 day of SEPT. 2021
Glenda Martis Peterson	Glenda Martis Peterson
Signature of Notary	Signature of Notary
Seal	Seal

*Insert the EXACT legal name of the applicant

Official Seal
Glenda Martis Peterson
Notary Public State of Illinois
My Commission Expires 09/04/2024

Official Seal
Glenda Martis Peterson
Notary Public State of Illinois
My Commission Expires 09/04/2024

79762575.1

SECTION II. BACKGROUND.

BACKGROUND OF APPLICANT

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.
2. A listing of all health care facilities currently owned and/or operated in Illinois, by any corporate officers or directors, LLC members, partners, or owners of at least 5% of the proposed health care facility.
3. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant, directly or indirectly, during the three years prior to the filing of the application. Please provide information for each applicant, including corporate officers or directors, LLC members, partners and owners of at least 5% of the proposed facility. A health care facility is considered owned or operated by every person or entity that owns, directly or indirectly, an ownership interest.
4. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to: official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**
5. If, during a given calendar year, an applicant submits more than one Application, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest that the information was previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

APPEND DOCUMENTATION AS ATTACHMENT 5, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-4) MUST BE IDENTIFIED IN ATTACHMENT 5.

SECTION III. CHANGE OF OWNERSHIP (CHOW)

Transaction Type. Check the Following that Applies to the Transaction:

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

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

1. Prior to acquiring or entering into a contract to acquire an existing health care facility, a person shall submit an application for exemption to HFSRB, submit the required application-processing fee (see Section 1130.230) and receive approval from HFSRB.

2. If the transaction is not completed according to the key terms submitted in the exemption application, a new application is required.

3. READ the applicable review criteria outlined below and **submit the required documentation (key terms) for the criteria:**

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

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

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

SECTION IV.CHARITY CARE INFORMATION

1. All applicants and co-applicants shall indicate the amount of charity care for the latest three **audited** fiscal years, the cost of charity care and the ratio of that charity care cost to net patient revenue.

2. If the applicant owns or operates one or more facilities, the reporting shall be for each individual facility located in Illinois. If charity care costs are reported on a consolidated basis, the applicant shall provide documentation as to the cost of charity care; the ratio of that charity care to the net patient revenue for the consolidated financial statement; the allocation of charity care costs; and the ratio of charity care cost to net patient revenue for the facility under review.

3. If the applicant is not an existing facility, it shall submit the facility's projected patient mix by payer source, anticipated charity care expense and projected ratio of charity care to net patient revenue by the end of its second year of operation.

Charity care" means care provided by a health care facility for which the provider does not expect to receive payment from the patient or a third-party payer (20 ILCS 3960/3). Charity Care must be provided at cost.

A table in the following format must be provided for all facilities as part of Attachment 7.

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

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

Section I, Identification, General Information, and Certification
Applicants

Certificates of Good Standing for NS-EE Holdings, NorthShore University HealthSystem, Northwest Community Healthcare, and Northwest Community Foot and Ankle Center LLC (collectively, the "Applicants") are attached at Attachment – 1.

Northwest Community Foot and Ankle Center LLC ("NCFAC") is the operator/licensee of the ambulatory surgical treatment center.

Northwest Community Healthcare is the parent of NCFAC, and NorthShore University HealthSystem is the sole corporate member of Northwest Community Healthcare.

NS-EE Holdings will be the entity sole member of NorthShore University HealthSystem after closing of the planned transaction.

#E-039-21

File Number 7305-903-8

STATE OF ILLINOIS

OFFICE OF THE 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

NS-EE HOLDINGS, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON SEPTEMBER 14, 2021, 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* 14TH *day of* SEPTEMBER *A.D.* 2021 .

SEAL OF THE STATE OF ILLINOIS
AUG. 26TH 1818

Authentication #: 2125703034 verifiable until 09/14/2022
Authenticate at: http://www.ilsos.gov

Jesse White
SECRETARY OF STATE

Attachment - 1

File Number 0567-540-5

STATE OF ILLINOIS
OFFICE OF THE 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

NORTHSHORE UNIVERSITY HEALTHSYSTEM, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 04, 1891, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 12TH *day of* SEPTEMBER *A.D.* 2020 .

SEAL OF THE STATE OF ILLINOIS
AUG. 26TH 1818

Authentication #: 2025600592 verifiable until 09/12/2021
Authenticate at: http://www.cyberdriveillinois.com

Jesse White
SECRETARY OF STATE

Attachment- 1

File Number 5229-793-1

STATE OF ILLINOIS
OFFICE OF THE 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

NORTHWEST COMMUNITY HEALTHCARE, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 11, 1981, 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* 3RD *day of* SEPTEMBER *A.D.* 2021 .

SEAL OF THE STATE OF ILLINOIS AUG. 26TH 1818

Authentication #: 2124600896 verifiable until 09/03/2022
Authenticate at: http://www.ilsos.gov

Jesse White
SECRETARY OF STATE

Attachment - 1

File Number 0583243-8

STATE OF ILLINOIS
OFFICE OF THE 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

NORTHWEST COMMUNITY FOOT AND ANKLE CENTER LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JUNE 24, 2016, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 3RD *day of* SEPTEMBER *A.D.* 2021 .

SEAL OF THE STATE OF ILLINOIS AUG. 26TH 1818

Authentication #: 2124600954 verifiable until 09/03/2022
Authenticate at: http://www.ilsos.gov

Jesse White
SECRETARY OF STATE

Attachment - 1

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

The Medical Office Sublease Agreement between Designer Direct Inc. and NCFAC to lease the premises at 1455 East Golf Road, Des Plaines, Illinois is attached at Attachment – 2.

MEDICAL OFFICE SUBLEASE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made and entered into as of the **14th day of July 2017**, (the "**Commencement Date**") by and between **Foot & Ankle Surgery Center, Ltd.** ("**Weil**") and **Northwest Community Foot and Ankle Center LLC** ("**NCFAC**"), (each of Weil and NCFAC are individually a "**Party**" and collectively the "**Parties**").

RECITALS

WHEREAS, Weil entered into that certain **Golf River Professional Building Lease** on **July 22, 2003,** subsequently amended thereafter most recently by the **Second Lease Amendment for Suites 128, 130, 131, 132, and 134 executed on May 16, 2017** (the "Lease"), for at the building commonly known as **1455 Golf Road, Des Plaines, Illinois 60016** (the "Premises") collectively the (the "Leased "Premises") from **Designer Direct, Inc., a Successor Landlord to the Golf-River Office Building. (the "Landlord").**

WHEREAS, Weil and NCFAC entered into a joint venture transaction (the "Transaction"), effective **July 14, 2017,** (the "Closing") whereby the parties shall substantially continue the prior business operations of Weil on the Premises;

WHEREAS, Weil desires to sublease ***Suite 131 of the Premises*** (the "Sub-leased Premises") to NCFAC for the operation of an ambulatory surgery center and related activities;

WHEREAS, NCFAC desires to sublease the Sub-leased Premises from Weil under the terms and conditions of this Agreement and comply with all terms and conditions or the Lease; and

WHEREAS, Weil desires to rent a certain portion of the Leased Space from NCFAC to continue Billing and Collections and related activities (the "Subleased Space").

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the Parties and the mutual benefits to be gained by the performance thereof and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do covenant and agree as follows:

1. **SUB-LEASED PREMISES.** Weil hereby leases to NCFAC that certain Medical Office Building space identified as **Suite 131** for the purpose of operating an ambulatory surgery center and related activities.

A. Term: Commencement Date through September 30, 2019.

B. Rent for the Leased Premises . NCFAC's obligation to pay rent to Weil for the Subleased Premises shall begin on the Commencement Date as follows (collectively "Total Rent".)

- **Monthly base rent: $25,501.40**
- **2017 Estimated Tax Payment per month: $3,001.68**
- **2017 Operating Expense Monthly Payment: $1,897.84**

- Natural Gas for generator: $89.40/month
- Base Rent CPI annual adjustment – October of each year; typically billed with December rent.

C. Total Rent Payment. NCFAC's obligation to pay Total Rent is independent of any other covenant in this Lease.

D. Total Monthly Rent. The Total Monthly Rent shall be due and payable in advance on or before the first day of each calendar month during the Term, without demand, notice, set-off or deduction, provided that The Monthly Rent for any fractional calendar month shall be prorated.

2. THE SUBLEASED SPACE. NCFAC hereby leases to Weil the Subleased Space for the purpose of Billing and Collections and related activities.

A. Term: Commencement Date through September 30, 2019.

B. Rent for the Subleased Space. Weil's obligation to pay rent to NCFAC for the Subleased Space shall begin on the Commencement Date as follows.

- **Square Feet: 2,033 rentable square feet**
- Monthly base rent for Subleased Space: $4,938.50
- 2017 Estimated Tax Payment per month for Subleased Space: $588.94
- 2017 Operating Expense Monthly Payment for Subleased Space: $367.49
- Natural Gas for generator: $89.40/month
- Base Rent CPI annual adjustment – October of each year; typically billed with December rent.

C. Total Monthly Rent. The Total Monthly Rent shall be due and payable in advance on or before the first day of each calendar month during the Term, without demand, notice, set-off or deduction, provided that The Monthly Rent for any fractional calendar month shall be prorated.

D. Month to Month. All parties agree to accepting a month to month rental fee for the Subleased Space of $4,938.50 for the area identified as Billing and Collections, occupying 2,033 square feet.

WEIL AND NCFAC ACKNOWLEDGE THAT THE TERMS OF THIS AGREEMENT HAVE BEEN NEGOTIATED AT ARMS' LENGTH, THAT THE RENT CONSTITUTES FAIR VALUE AND THE RENT IS NOT BASED ON, RELECTIVE OF, OR CONNECTED IN ANY WAY TO THE VOLUME OF VALUE OF PROVIDER'S REFERRALS TO EITHER ENTITY OR AN AFFILIATED ENTITY.

3. Common Areas. NCFAC shall have the right to use those common areas of the Medical Office Building and parking.

4. **Termination.** This lease shall be in effect for beginning on the Effective Date. Either Party may terminate this Agreement without cause upon the giving of **Thirty (30) days notice.**

5. **Assignment and Subletting by NCFAC.** NCFAC shall not assign this Agreement or the license or lease contained herein, or any interest therein, or sublet the Leased Premises, or any portion thereof, without the prior written consent of Weil, which consent shall not be unreasonably withheld. Notwithstanding any assignment of this Lease, or the subletting of the Leased Premises, or any portion thereof, NCFAC shall continue to be liable for the performance of terms, conditions and covenants of this Lease, including but not limited to the payment of rent.

6. **Care and Use of Leased Premises.** NCFAC shall keep the Leased Premises in good and safe condition. NCFAC shall observe and abide by all rules and regulations provided by Weil governing the use and occupancy of the Subleased Spaces and shall inform its patients and visitors that they are required to abide by all such rules and regulations. NCFAC shall not use or permit use in the Subleased Spaces that will invalidate Weil's policy of insurance, or creates a nuisance or disturb other occupants of the Medical Office Building. NCFAC shall peacefully surrender the Subleased Space and the upon termination of this Agreement in as good a condition as received, ordinary wear and tear and damage by fire or other casualty excepted. Weil shall have the right to enter on the Leased Premises as necessary to perform maintenance or repair on NCFACs behalf. Weil may charge such sums as are necessary to accomplish any needed repairs or maintenance to NCFAC as additional rent hereunder.

7. **Professional Liability.** Each party shall be responsible for ensuring that it and its employees and direct contractors maintain minimum levels of insurance relative to their professional activities consistent with the community standards of the relevant professionals within which they practice. Neither party to this Agreement shall be liable for any negligent or wrongful act chargeable to the other party, and this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.

7. **Insurance.** Weil shall provide property and casualty insurance on the Subleased Space referenced herein. All personal property brought to the Subleased Space by NCFAC or its employees, patients or invitees shall be at the risk of NCFAC and Weil shall not be liable for any loss or damage thereto.

8. **Damage by Fire or Other Elements.** If the Building shall, during the Term of this Lease, be destroyed by fire or other casualty, this Lease shall end and terminate as of the date of such destruction.

9. **Non-Waiver.** The failure of Weil in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereunder shall not be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same. The receipt by Weil of rent or of any other payment required to be made by NCFAC or any part thereof, shall not be a waiver of any other rents or payments then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition, operate as or be deemed to be a waiver or such breach.

10. Service on Notice. Any notices or consents required to be given by or on behalf of either party upon the other shall be in writing, and shall be given by hand delivery or certified mail to such addresses as may be specified from time to time in writing delivered by one party to the other.

11. Holding Over. If NCFAC shall for any reason hold over at the expiration of the Term, or any extension hereof, such holding over shall not create a new Term and NCFAC shall be a NCFAC at will subject to eviction at any time by Weil without notice. The rental rate in the event of such a holdover shall be equal to 150% of the Monthly Rent in effect at the expiration of the Term, or any extension hereof.

12. Entire Agreement. This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parses not embodied herein shall be of any force or effect. No failure of Weil to exercise any power granted to it under this Lease or to insist upon strict compliance by NCFAC of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Weil's right to demand exact compliance with the terms hereof.

13. Governing Law. The validity of this Lease, the interpretation of the rights and duties of the parties hereunder and the construction of the terms hereof shall be governed in accordance with the laws of the State of Illinois except to the extent that any additional agreement entered into pursuant to this Lease by both parties may otherwise specifically provide.

14. Captions. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this lease, or any provision hereof, or in any way affect the interpretation of this Lease.

15. Estoppel Certificate. NCFAC agrees from time to time within ten (10) days after request of Weil, to deliver to Weil or Weil's designee, an estoppel certificate stating that this Lease is in full force and effect, the date to which rent has been paid, the unexpired Term of this Lease and such other matters pertaining to this Lease as may be reasonably requested by Weil. It is understood and agreed that NCFAC's obligation to furnish such estoppel certificates in a timely fashion is a material inducement for Weil's execution of this Lease. Should NCFAC fail to execute such estoppel certificate within the above time period, NCFAC hereby appoints Weil as its attorney-in-fact with the power to execute such estoppel certificates on behalf of NCFAC and NCFAC's failure to respond shall conclusively establish that Weil is not in default under the terms of this Lease and that this Lease is in full force and effect.

16. Amendment or Modification. This Lease may not be altered, changed, modified or amended except by an instrument in writing signed by both parties hereto.

17. Survival. All obligations of NCFAC hereunder not fully performed as of the expiration or earlier termination of the Term of this Lease shall survive the expiration or earlier termination of the Term hereof, including, without limitation, all indemnities, all payment obligations and all obligations concerning the condition of the Leased Premises. Upon the expiration or earlier termination of the Term hereof, and prior to NCFAC vacating the Leased Premises, NCFAC shall pay to Weil any amount reasonably estimated by Weil as necessary to put the Leased

Premises, including without limitation all heating and air conditioning systems and equipment therein, in good condition and repair. Any security deposit held by Weil shall be credited against the amount payable by NCFAC under this Section 31.

18. Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term of this Lease, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties of this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provisions as may be possible and be legal, valid and enforceable.

19. Good Faith Negotiations. After six (6) months following Execution of this Agreement, NCFAC agrees to enter into good faith discussions with Landlord regarding negotiation of a new lease for the Subleased Premises.

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

Weil:	NCFAC:
By: ______________________	By: ______________________
Lowell Weil, Sr. DPM	
Its: CEO	Its: Chairman

ACCEPTED AND CONSENTED TO:
as of this 13th day of July, 2017 by **LANDLORD.**

LANDLORD: Designer Direct, Inc., an Illinois limited partnership

By: ______________________
Name: Kerry Levin
Title: President

NCFAC LLC_Weil Foot and Ankle Institute

SECOND LEASE AMENDMENT FOR SUITES 128, 130, 131, 132 AND 134

This Second Lease Amendment made this 16 day of May, 2017, between Designer Direct Inc. (Successor "Landlord") to the Golf-River Office Building, an Illinois General Partnership; and Foot & Ankle Surgery Center, Ltd. ("Tenant"), both parties with principal offices at 1455 Golf Road, Des Plaines, Illinois, 60016. The provisions of this Second Lease Amendment shall modify the Lease entered into on July 22, 2003 and the Lease Amendment dated March 24, 2004 between Golf-River Office Building, as Landlord, and Foot & Ankle Surgery Center, Ltd, as Tenant. In the event of a conflict between the terms of this Second Lease Amendment and any terms of the Lease Amendment, Lease or any Exhibit attached thereto, or any riders attached to the Lease, specifically including the General Rider and Exhibit G to the Lease, the terms of the Second Lease Amendment shall control. Unless otherwise defined herein, the capitalized terms used in this Second Lease Amendment shall have the same meaning given to them in the Lease.

Whereas, Tenant desires to add back the square footage of the second floor area that was previous removed via the March 24, 2004 Lease Amendment to this Lease; Landlord and Tenant agree that the Lease shall be amended as follows:

1. The revisions specified below shall take effect on June 1, 2017
2. The number of rentable square feet in line 4 of Section 1.02 shall be increased by 2,033 square feet and changed from 8,465 to 10,498. Refer to the attached Floor Plan – Exhibits 'A' & 'A-1'
3. The building percentage which the Demised Premises occupy in line 6 of Section 1.02 shall be changed from 15.969% to 19.804%
4. Going forward all Base and Additional Rentals shall be adjusted accordingly.
5. All other terms and conditions remain unchanged.

Landlord and Tenant have respectively signed and sealed this Second Lease Amendment as of the day and year written above.

Designer Direct Inc. (Landlord) — Date: 5/16/2017

SR

Foot & Ankle Surgery Center, Ltd (Tenant) — Date: 05/16/2017

Attachment - 2

Attachment - 2

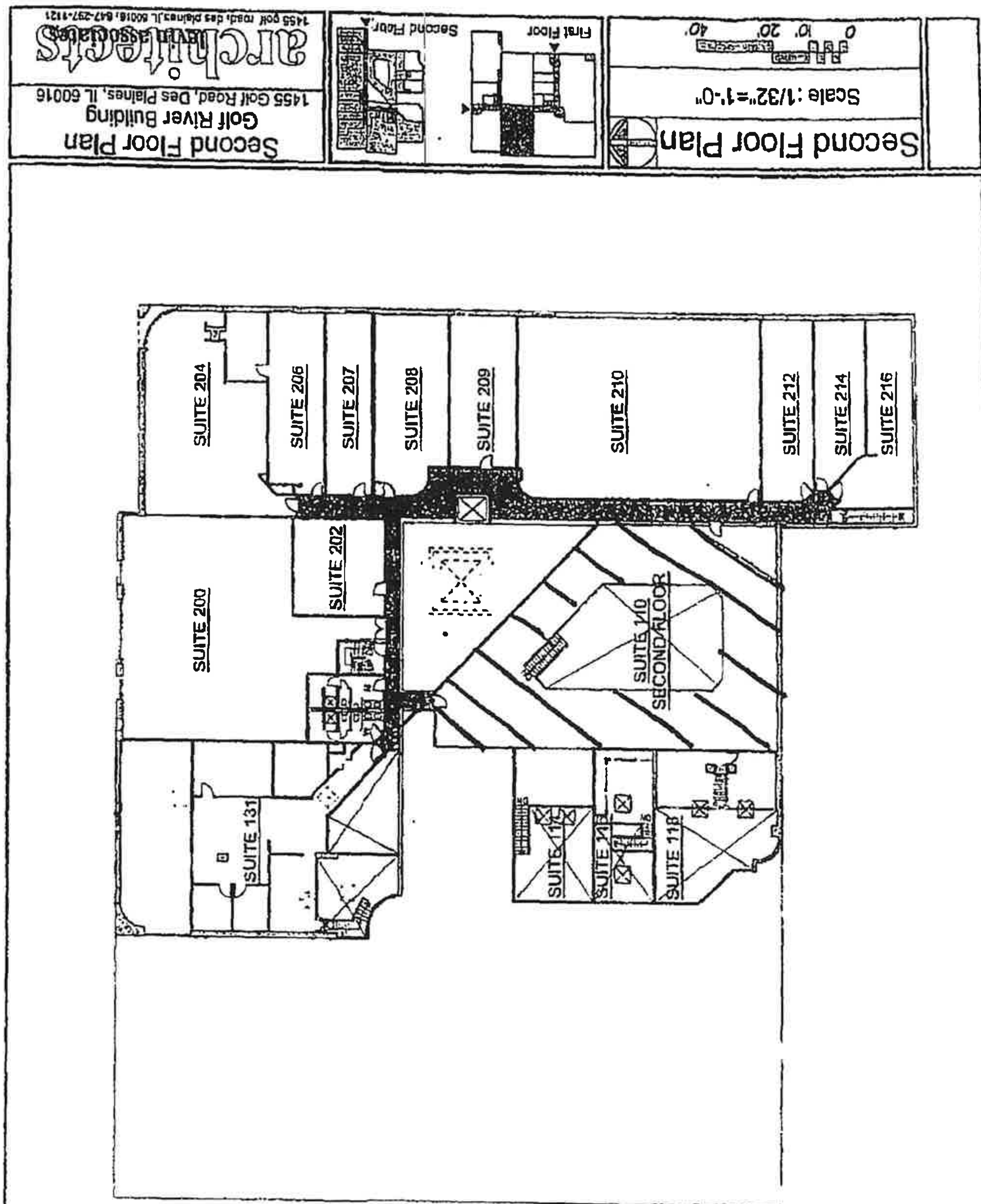
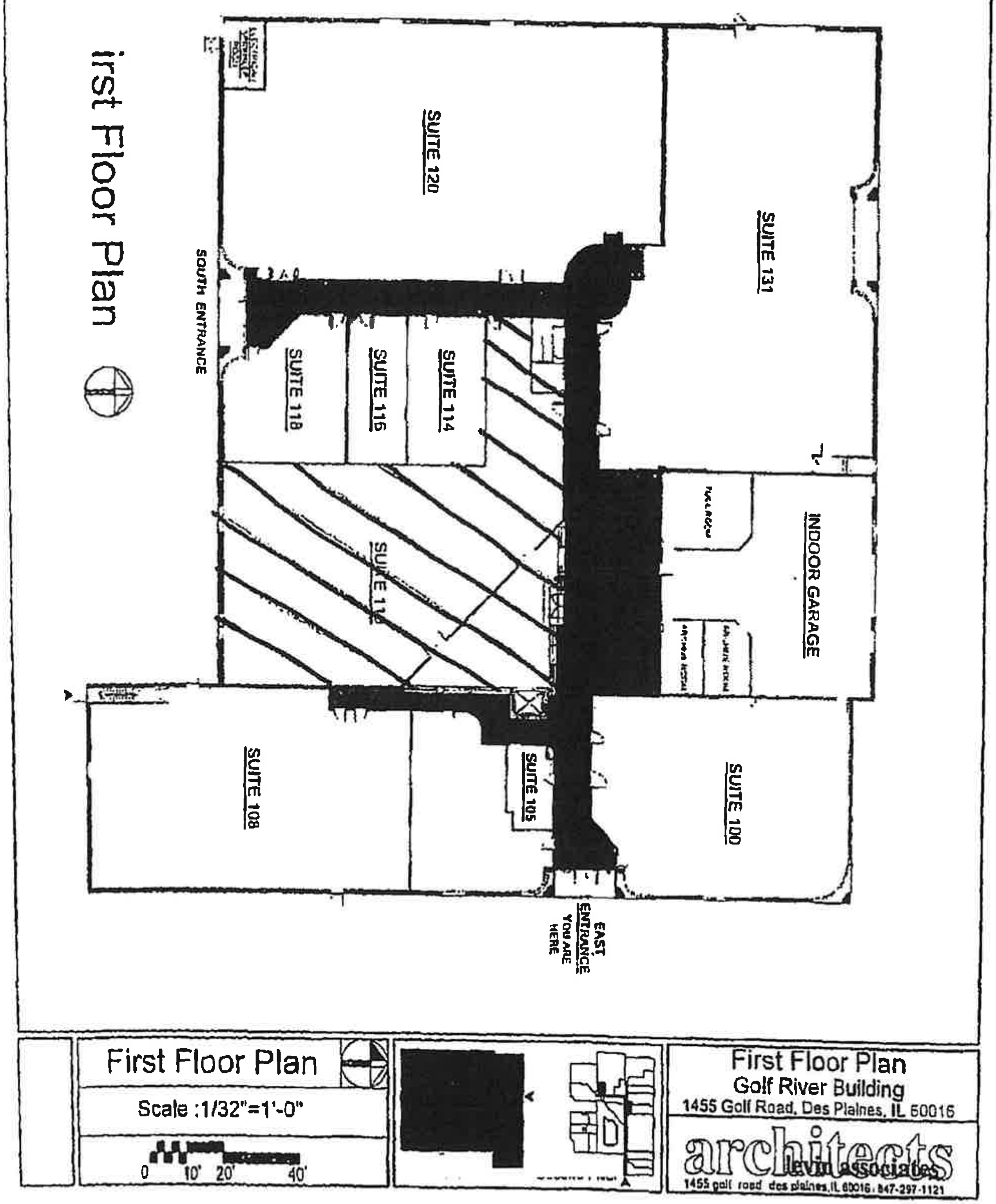


Exhibit 'H'

Exhibit 'A'



Attachment - 2

LEASE AMENDMENT
FOR SUITES 128, 130, 131, 132 AND 134

This Lease Amendment made this 25 day of March, 2004, between Golf-River Office Building ("Landlord"), an Illinois General Partnership having its offices at 1455 Golf Road, Des Plaines, Illinois, 60016, and Foot & Ankle Surgery Center, Ltd. ("Tenant"), with principal offices at 1455 Golf Road, Des Plaines, Illinois, 60016. The provisions of this Lease Amendment shall modify the Lease entered into between Golf-River Office Building, as Landlord, and Foot & Ankle Surgery Center, Ltd, as Tenant on July 22, 2003. In the event of a conflict between the terms of this Lease Amendment and any terms of the Lease or any Exhibit attached thereto, or any riders attached to the Lease, specifically including the General Rider and Exhibit G to the Lease, the terms of this Lease Amendment shall control;provided, however, except as the General Rider may be amended by this Lease Amendment, the General Rider shall continue to control in the event of a conflict between the General Rider and any term of the Lease, including any exhibits or riders attached thereto. Unless otherwise defined herein, the capitalized terms used in this Lease Amendment shall have the same meaning given to them in the Lease.

Landlord and Tenant agree that the Lease shall be amended as follows:

1. The number of rentable square feet in line 4 of Section 1.02 shall be changed from 10,315 to 8,465. Landlord represents, warrants, and certifies that as of the date of this Lease Amendment, (a) 8,465 is the true and accurate rentable square footage of the Demised Premises; and (b) 16.82% is the true and accurate loss factor. Landlord hereby grants Tenant the right to have the rentable square footage re-measured by an outside reputable third party with substantial experience in measuring and calculating these figures.

2. The building percentage which the Demised Premises occupy in line 6 of Section 1.02 shall be changed from 19.459% to 15.969%. "Tenant's Proportionate Share" as referenced in the Lease and this Lease Amendment shall be defined as 15.969%.

3. The lease term of 15 years, 3 months set forth in Section 2.01, line 1 shall be changed to 16 years. The lease term end date of December 31, 2018 set forth in line 2 of Section 2.01 shall be changed to September 30, 2019. There shall be no increase in the Base Rent during the last nine months of the lease term.

4. The references to December 31, 2013 in lines 6 and 8 of Exhibit G, Section 2.01, regarding Landlord's and Tenant's one-time right to terminate this Lease shall be changed to December 31, 2014.

5. The net annual rental ("Base Rent") which Tenant shall pay to Landlord in line 3 of Section 3.01 shall be changed from Two Hundred Forty-Two Thousand Four

Hundred and Two Dollars and Fifty Cents ($242,402 50) to One Hundred Ninety-Eight Thousand Nine Hundred Twenty-Seven Dollars and Fifty Cents ($198,927.50).

6. The monthly amount of Rent which Tenant shall pay in line 5 of Section 3.01 shall be changed from $20,200.21 to $16,577.29.

7. Section 3.01 of the Lease shall be further amended as follows Commencing upon October 1, 2003, the Commencement Date of the Lease, Tenant shall continue to pay the current monthly Rent that it has been paying prior to October 1, 2003 for Suites 128, 131, and 134 ($2,614 for Suite 128, $9988.72 for Suite 131, and $3,315.21 for Suite 134). The Rent for each suite referenced above shall remain in effect, until such time as Suites 128, 130 and the hallway between Suites 130 and 131 are substantially complete (as hereinafter defined in paragraph 11) or October 1, 2004, whichever is earlier. Upon the date which is the earlier of i) October 1, 2004 or ii) the date of substantial completion of Suites 128, 130, and the hallway, Tenant shall commence paying Landlord $16,577.29 per month for the entire space comprised of Suites 128, 130, 131, 132, 134, and the hallway between Suites 130 and 131. In the event that Suites 128, 130 and the hallway are substantially complete prior to October 1, 2004, and such substantial completion date occurs on any day other than the first day of a month, the amount of Base Rent that Tenant owes Landlord for that month shall be prorated based upon the number of days in that month.

8. The amount of Tenant Improvement Allowance in line 2 of Section 7 03 and in line 4 of paragraph 7C iii of the General Rider shall be changed from $171,900 to $141,069.66.

9. The following language set forth in Exhibit G, Section 2 01 of the Lease shall be deleted in its entirety: "Rental payments for suites 131, 132, and 134 shall commence upon October 1, 2003. Rental payments for suites 128, 130 and the hallway between suites 130 and 131 shall commence upon the date of substantial completion of the Tenant's Improvements for suites 128, 130, and the hallway which are to be completed by Landlord, however, in no event later than January 1, 2004."

10. The following language set forth in the General Rider to the Lease shall be deleted in its entirety: "Initial occupancy of the Demised Premises and Rent and any Additional Rent shall commence upon substantial completion of the work pursuant to the Drawings and Specifications. The Demised Premises shall be deemed "substantially complete" when they are ready for Tenant's occupancy if only minor or insubstantial details of construction, fixturing, decoration or mechanical adjustments remain to be done in the Demised Premises or any part thereof. Whether or not the Demised Premises are ready for occupancy shall be determined by Landlord and the appropriate governmental authority, which shall evidence same by authorizing

Tenant's occupancy thereof, which authorization may be in the form of oral or written permission to occupy which if in the form of written permission, may be in the form of a temporary or permanent certificate of occupancy."

11. Substantial Completion of the Demised Premises shall be defined as the date upon which the last final inspection of the Demised Premises by the City of Des Plaines building inspectors is approved. The following final inspections are required by the City of Des Plaines Building Department. plumbing, electrical, mechanical, building, and fire. Substantial Completion of the Demised Premises shall specifically exclude the following: any and all interior Tenant build-out, including but not limited to, the relocation of cabinetry from Tenant's existing space, the purchase and installation of an emergency generator, the installation of custom painting and any wall coverings, the purchase and/or installation of all office equipment, including but not limited to photocopiers, computers, computer network, video, audio and TV components, the purchase and/or installation of any and all office and medical furnishings, including but not limited to desks, tables, seating, exam tables, medical equipment and medical fixtures.

    In the event that Tenant's existing cabinetry can be removed from Tenant's existing suites 131, 132, and 134 without disrupting Tenant's business, Landlord shall use best efforts to have such cabinetry installed in the new suites 128, 130, 131, 132, and 134 prior to the date of substantial completion; Landlord shall have at least fifteen (15) business days prior to the date of substantial completion to get such existing cabinetry installed. Similarly, in the event that Tenant's new TV components can be ordered by Landlord or Tenant, such that those items are in stock and available at least five (5) business days prior to the date of substantial completion, Landlord shall use best efforts to have such items installed on or before the date of substantial completion

12. Paragraphs 7A (Approval of Drawings and Specifications) and 7B (Approval of Bids) of the General Rider shall be deleted from the Lease entirely. Instead, the following paragraphs shall be inserted:

    Landlord shall provide to Tenant for its review and approval the Architectural Drawings and Specifications, the Project Budget, Sworn Statements, and a schedule of calendar completion dates for the construction of the Demised Premises as such items (and any updates) are deemed necessary by Landlord or Tenant Tenant shall provide its approval or disapproval to such items within two (2) business days. Tenant's approval to such items shall not be unreasonably withheld. In the event that Tenant does not provide Landlord with written notice of its disapproval to such Drawings and Specifications, the Project Budget, the Sworn Statements, or the schedule of calendar completion dates for the construction of the Demised Premises within two (2) business days, the approval for the particular item being sought shall be deemed to have been given by Tenant. Landlord shall cause the work to be performed in a good and workmanlike manner, in accordance with the Drawings and Specifications.

In an effort to expedite the construction process, Landlord and Tenant shall each appoint two (2) project representatives to coordinate all aspects of the building of the Demised Premises. Tenant's representatives shall be Dr. Lowell Weil, Sr. and John Moroney; Landlord's representatives shall be Rene Martens and Mark Patent. Both Landlord's representative and Tenant's representative shall be available to meet and make decisions on a daily basis. Both parties agree to use best efforts to facilitate the construction of the Demised Premises.

Landlord and Tenant further agree that Landlord shall have the right to recommend and substitute construction materials, methods, and finishes with similar materials, methods, and finishes at any stage of the construction process in an effort to adhere to established construction schedules,provided that such substitutions do not materially alter the intended appearance or function of the original specifications

Additionally, Landlord and Tenant agree that Landlord may employ any construction sequencing, materials, or methodology he deems, in his best judgment, to be reasonable for the construction of the work herein. Provided, however, that in the event of a material change to the construction of the suite, Landlord shall notify Tenant prior to making such change. Tenant shall hold Landlord harmless for the results of any decisions made by Landlord,except for any decisions or acts which were grossly negligent or willfully inconsistent with any state, county, federal or local laws, ordinances or specifications. Any amount payable to Landlord, pursuant to the preceding sentence (except for decisions or acts of gross negligence or willful misconduct) shall not exceed the actual cost which Tenant would otherwise have to have paid, had Landlord's work at the time of the build-out not been deficient, and Landlord shall pay the excess.

13. Paragraph 22 of the General Rider to the Lease shall be deleted in its entirety. Instead thereof, the following paragraph shall be inserted:

The lease by and between Golf River Office Building, as Landlord, and Weil Podiatry Services, Ltd, as Tenant, dated February 16, 1993, and the lease by and between Golf River Office Building, as Landlord, and Foot and Ankle Surgical Center, as Tenant, dated February 16, 1993 (hereinafter referred to as the "Old Leases") shall end and automatically terminate on the earlier of i) October 1, 2004, or ii) the date of substantial completion of Suites 128, 130, and the hallway between Suites 130 and 131. From that date forward, Suites 128, 130, 131, 132, and 134 shall be governed by the Lease executed by and between Landlord and Tenant on July 22, 2003. Upon the termination of the Old Leases, Landlord shall return the guaranty to Tenant which was executed in 1993.

14. The words "engage in the approval process described in Sub-Paragraph 7(A) above to"which appear in lines 2and 3 of paragraph 7C. iv. of the General Rider shall be deleted. In place of the deleted language, the following words shall be inserted "shall use best efforts during a two business day approval period to"

15. The following language shall be added to the end of the fourth full paragraph of Section 7.03 of Exhibit G: "Landlord has the right to negotiate with the State regarding any building requirements mandated by the State to reduce those requirements. Landlord and Tenant shall cooperate in any such efforts to reduce such State requirements.

16. The following words in the fifth line of paragraph 5 of the General Rider shall be deleted "a fully occupied Building using." The following new sentence shall be added: "Tenant shall never be obligated to pay more than Tenant's Proportionate Share of any Common Area Maintenance actual expenses (after taking into account the 2003 CAM Stop and the exclusions to CAM). Landlord and other tenants (as the case may be) shall be fully liable for all Common Area Maintenance actual expenses in excess of Tenant's Proportionate Share, and no such amounts shall ever be passed on to Tenant and become the responsibility of the Tenant." The term "actual expenses" shall mean the full amount invoiced to Landlord or its agents for services, products, or other items which directly relate to the Golf River Office Building in its entirety.

17. The following words in the second and third lines of paragraph 1 of the General Rider shall be deleted "and those common areas for which Tenant is not responsible to maintain or pay Rent or Additional Rent under the Lease." Instead of the deleted language, the following sentence shall be inserted "Tenant shall not be responsible to maintain any of the common areas depicted on Exhibit E, other than by its payment of common area maintenance expenses to Landlord. Other than Tenant's payments of common area maintenance expenses, Tenant shall not be required to pay any Rent or Additional Rent on the common areas."

18. Paragraph 2 of the General Rider shall be deleted in its entirety. Instead, the following language shall be inserted "The Demised Premises are depicted on Exhibit E attached hereto. Tenant, its patients and other invitees are hereby granted the right to access and use all bathrooms, exits, hallways, and the elevator located within the Building."

Landlord and Tenant have respectively signed and sealed this Lease Amendment as of the day and year written above.

Golf River Office Building (Landlord)

4/5/04
Date

Foot & Ankle

03/25/2004
Date

GOLF RIVER PROFESSIONAL BUILDING LEASE

THIS LEASE made this 22 day of July, 2003, between Golf-River Office Building (hereinafter referred to as "Landlord"), an Illinois General Partnership having its offices at 1455 Golf Road, Des Plaines, Illinois 60016, and FOOT + ANKLE SURGERY CENTER, LTD. (hereinafter referred to as "Tenant") with principal offices at 1455 GOLF ROAD, DES PLAINES ILLINOIS 60016
This lease supercedes any and all prior agreements or representations made between the parties, whether written or oral.

ARTICLE 1 Premises

Section 1.01. Building. Landlord leases to Tenant and tenant hires from Landlord a space defined herein located within the building and site commonly known as the **Golf River Professional Building** at 1455 E. Golf Road, in the City of Des Plaines, County of Cook and State of Illinois, hereafter referred to as "Building," and legally defined as attached hereto and made a part hereof as Exhibit "A." Building plans are on file and available for inspection at the office of the Landlord.

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Section 1.02. Demised Premises. Landlord leases to Tenant and Tenant hires from Landlord the Space know Suite ~~5~~ and hereafter referred to as the "Demised Premises", including the right to use in common with other public lobby, atrium, restrooms, entrances, stairways, elevator, parking, and other public portions of the Building. Thes Demised Premises shall consist of 10315 rentable square feet, and have been or are to be constructed substantially in accordance with the Space Plans attached hereto and made a part hereof as "Exhibit C." Tenant's Demised Premises shall represent a prorata portion of the entire building of 17.34% percent. During the term of this Lease, Tenant agrees that Landlord shall have the right to modify the total number of rentable square feet of the Demised Premises; Tenant further agrees to pay all charges due under the Lease based on such modified square footage, regardless of whether such square footage has increased or decreased. 19.459 ALL GARAGE EXPENSES SHALL BE ~~ESK~~ FROM COMMON AREA MAINTENANCE EXPENSES.

Modified 6/1/03

Section 1.03. Use. Tenant shall use and occupy the Demised Premises for AN AMBULATORY SURGICAL TREATMENT CENTER and no other purpose. Use of the space by the Tenant for any other purpose without express written notice to and consent by Landlord shall, at Landlord's option, be considered a Default of this lease.

ARTICLE 2 Lease Term

Section 2.01. Lease Term. To have and to hold the same unto Tenant for the term of 15 YEARS, 3 MONTHS commencing on OCTOBER 1, 2003, and ending on DECEMBER 31, 2018, yielding and paying the rents and additional rents hereinafter set forth, all on the covenants, conditions and agreements hereinbefore and hereinafter stated. Provided the Tenant is not in default under the Lease, the Tenant shall have the option to extend this Lease, with the same terms and conditions set forth herein, for 1 additional period of 5 years, by giving Landlord notice, in writing, no later than 9 months prior to lease expiration. SEE RIDER.

Section 2.02. Real Estate Brokers. Tenant represents that they have not entered into any agreement or incurred any obligation in connection with this lease which might result in the obligation of Landlord to pay a brokerage commission to any real estate broker or procuring party other than LEVIN ASSOCIATES ARCHITECTS. Tenant agrees to indemnify and hold harmless the Landlord from and against any and all claims or demands by any such party, including any and all expenses incurred in defending any such claim or demand.

ARTICLE 3 Rentals

Section 3.01. Base Rent. For a period of one (1) year (Base Rental Term) beginning on the commencement of the lease term or as otherwise provided, the Tenant shall pay to the Landlord at the address specified herein a net annual rental ("Base Rent") equal to TWO HUNDRED FORTY-TWO THOUSAND FOUR HUNDRED TWO + 50/100 ($242,402.50) per annum, based on $23.50 per square foot of rentable space. Said payments shall be payable on or before ~~the first (1st)~~ of every month in advance in the amount of $20,200.21. Landlord acknowledges the receipt of $20,200.21 from Tenant for the month(s) of OCTOBER, 2003. If necessary, rent shall be prorated for second month. At Landlord's option, Landlord may provide courtesy invoices to Tenant from time to time for rentals, pass-through expenses, work orders, or any other amounts due herein, however, the actual amounts due shall be pursuant to the terms set forth herein regardless of any errors or omissions in such invoicing. In the event that Tenant shall not have paid any item(s)of Base Rent and/or Additional Rent within ten (10) days of its due date, Landlord shall have the right to commence any type of collection activity necessary to secure the payment of such Base Rent and/or Additional Rent. Tenant shall be responsible for any and all expenses incurred by Landlord in the collection of such item(s) of Base Rent and/or Additional Rent, including but not limited to collection agency fees and expenses, attorneys fees and expenses, and court costs.

Section 3.02. Additional Rents. All costs, charges, and expenses which Tenant assumes, agrees or is obligated to Landlord pursuant to this Lease and the schedules annexed, shall be deemed Additional Rent, and, in the event of nonpayment, Landlord shall have all rights and remedies with respect thereto as is herein provided for in case of nonpayment of rent. Tenant covenants to pay Landlord the Base Rents, Adjusted Rents, and Additional Rents as in this Lease provided when due without notice or demand, at the time and in the manner herein specified.

Section 3.03. Adjusted Rents. As promptly as practicable after the end of Base Rental Term of this Lease, and each year thereafter, the Landlord shall compute the adjustment, if any, in the cost of living for the preceding calendar period based upon the "Revised Consumer Price Index - Cities (100)" (the "Index"), published by the Bureau of Labor Statistics of the United States Department of Labor. The Index number indicated in the column for the City of Chicago, entitled "All Items", for month and year of the commencement of the first year of the lease term shall be the "Base Index Number" and the corresponding Index number for the month of commencement of each subsequent year shall be the "Current Index Number."

The Current Index Number shall be divided by the Base Index Number. From the quotient thereof, there shall be subtracted the integer of one (1), and the balance shall be the percentage of the adjustment in the cost of living. The percentage of adjustment multiplied by the annual Net Rental shall be the adjusted rental rate (Adjusted Rent) for each subsequent year. Landlord shall give the Tenant notice of any such adjustment, and the Landlord's computation shall be conclusive and binding, but shall not preclude any adjustment which may be required in the event of a published amendment of the index figures upon which the computation was based. There shall be no rent abatement or adjustment made during the pendency of any dispute between the parties as to any such computations.

Section 3.04. Utilities. All utilities (natural gas and electricity) shall be provided by Landlord for the use of the Tenant. The cost of Tenant's prorata share of utilities shall be invoiced monthly, with payment due with the rents herein described. In the event the Demised Premises are equipped with separate metering for electricity and natural gas, all costs of utilities shall be borne by Tenant and paid directly to the respective utility companies. SEE RIDER.

ARTICLE 4 Security Deposit

Section 4.01. Security Deposit. Landlord acknowledges the receipt of $___0___ as deposited for security for the performance by the Tenant of the terms of this Lease. The Landlord may use, apply, or retain the whole or any part of the security to the extent required for the payment of any rents, additional rents, actual or estimated pass-throughs, or for any other sum which the Landlord may expend or incur by reason of the Tenant's default in any of the terms of this Lease, including, but not limited to, any damages or deficiency in the reletting of the Demised Premises, whether such damages or deficiency accrued before or after summary proceedings or other reentry by the Landlord

Section 4.02. Return of Deposit. In the event that the Tenant has complied with all of the terms of this Lease, the security shall be returned to the tenant within thirty (30) days after the date fixed as the end of the lease and after delivery of possession of the Demised Premises to the Landlord. Said security amounts shall first be applied to satisfy any outstanding rentals or Tenant defaults, to repair damages to the Demised Premises (normal wear and tear excepted), or to satisfy additional rentals or pass-throughs due or estimated to become due.

Section 4.03. Transfer of Deposit. In the event of a sale or lease of the premises of which the Demised Premises forms a part, the Landlord shall have the right to transfer the security to the purchaser or lessee and the Landlord shall thereupon be released from all liability for the return of such security. The Tenant shall look solely to the new Landlord for the return of such security. The Tenant shall not assign or encumber the money deposited as security, and neither the Landlord nor its successors or assigns shall be bound by any such assignment or encumbrance. Landlord shall not have any obligation to pay interest upon any such security deposit.

Section 4.04. Move-In Security Deposit. Landlord acknowledges the receipt of $___0___ as security for the process of moving Tenants personal property, furniture, and fixtures into the Demised Premises. After the Tenant has substantially completed his taking occupancy of the Demised Premises, the Landlord shall inspect the public area paving, walkways, landscaping, stairs, doors, walls, floors, ceilings, entryways, elevator, and miscellaneous building appurtenances to determine if any unrepaired damage was caused by the Tenant or his Subcontractors, and if such damages exist, the Landlord shall proceed with the reasonable repair of same. Upon completion, the balance of the Move-In Security Deposit shall be refunded to the Tenant, less the cost of the repairs. If the cost to repair the Damages exceeds the Move-In Security Deposit, the balance shall be paid immediately by the Tenant to the Landlord upon demand.

ARTICLE 5 Real Estate Taxes

Section 5.01. Taxes. For purposes of this Section, "Taxes" shall mean the real estate taxes and assessments and special assessments imposed upon the Building and/or all land utilized for parking by the Building by any governmental bodies or authorities. If at any time during the term of this Lease, the methods of taxation prevailing at the commencement of the term hereof shall be altered so that in lieu of, or as an addition to, or as a substitute for the whole or any part of the taxes, assessments, levies, impositions or charges now levied, assessed, or imposed on the real estate and the improvements thereof, there shall be levied, assessed and imposed (a) a tax, assessment, levy or otherwise on the rents received therefrom, or (b) a license fee measured by the rent payable by Tenant to Landlord, or (c) any other such additional or substitute tax, then these additional assessments shall be deemed to be included within the term "Taxes" for the purpose hereof.

Section 5.02. Real Estate Tax Stop. Landlord shall be responsible to pay an amount for real estate taxes equal to calendar year _2003_ (Tax Stop) with respect to the Demised Premises. Should the real estate taxes increase in any given Tax year (fiscal year for which taxes are levied by the governmental authority), Tenant shall be responsible for their prorata share of such increase over the amount per square foot which Landlord shall be responsible to pay.

Section 5.03. Payment. Upon Landlord receiving the actual real estate tax bills, Landlord shall calculate what amounts, if any, are due and payable from the Tenant as provided for herein. Landlord shall send to Tenant an itemized statement showing the calculations and amounts due, if any. Tenant shall thereupon pay such amount to Landlord along with Tenant's next regularly due monthly rental payment on the due date of said monthly rental payment.

Section 5.04. Escrow. On the first day of each month of each new lease year thereafter, together with each installment of monthly base rent, Tenant shall pay to Landlord an amount equal to one-twelfth of the Tenant's proportionate share in increase in real estate taxes. Such payment shall be deemed to be a deposit to be credited against the next successive billing of the Tenant's proportionate share of increased real estate taxes for the subsequent year. Such deposit shall not be deemed to be a security deposit, need not be segregated by Landlord, and may be commingled by Landlord with other receipts of rent. The obligation of the Tenant's proportionate share of the above mentioned increases shall survive the expiration or terminations of this lease.

ARTICLE 6 Common Area Maintenance

Section 6.01. Common Area Maintenance. For purposes of this Section, "Common Area Maintenance" (CAM) shall mean all expenses Landlord incurs for the maintenance of the Building and all site improvements and parking areas utilized by the Building, including replacement, if necessary, of all furniture, fixtures and equipment of the common areas, both interior and exterior, and including but not limited to maintenance, repair and replacements of walls, roofs, glazing, doors, driveways, parking lots, bathrooms and other plumbing fixtures, elevators, HVAC, electrical fixtures and equipment, finishes and shall also include payment for building management, insurance, maintenance personnel including janitorial services, at least three nights per week, inside the Demised Premises. SEE RIDER.

Section 6.02. Operating Expense Stop. Landlord shall be responsible to pay an amount for Common Area Maintenance equal to operating year 2003 (CAM Stop) with respect to the Demised Premises. Should the Common Area Maintenance expenses increase in any given year of the lease term, Tenant shall be responsible for their prorate share of such increase over the amount per square foot which Landlord shall be responsible to pay.

Section 6.03. Payment. Landlord shall calculate what amounts, if any, are due and payable from the Tenant as provided for herein. Landlord shall send to Tenant an itemized statement showing the calculations and amount due, if any. Tenant shall thereupon pay such amount to Landlord along with Tenant's next regularly due monthly rental payment on the due date of said monthly rental payment.

Section 6.04. Escrow. On the first day of each month thereafter, together with each installment of monthly base rent, Tenant shall pay to Landlord an amount equal to one-twelfth of the Tenant's Proportionate Share in increase in common area maintenance expenses. Such payment shall be deemed to be a deposit to be credited against the next successive billing of the Tenant's proportionate share of increased common area maintenance expenses for the subsequent year. Such deposit shall not be deemed to be a security deposit, need not be segregated by Landlord, and may be commingled by Landlord with other receipts of rent. The obligation of the Tenant's proportionate share of the above mentioned increases shall survive the expiration or terminations of this lease.

ARTICLE 7 Tenant Buildout

Section 7.01. Plans and Specification. In the event the Demised premises are to be altered or constructed for Tenant's intended use, and such alteration or construction requires additional design, working drawings or specifications, then as soon as practical after execution of this Lease, Landlord shall prepare, or cause to be prepared by Landlord's Architect such Drawings and Specifications for use in constructing the Demised Premises. Such Drawings and Specifications shall be mutually agreed upon by Tenant and Landlord, and copies shall be maintained on file in the office of the Landlord for use by Tenant, Tenant's supplier's, and Landlord's contractors. SEE RIDER.

Section 7.02. Landlord Work. Landlord shall install and furnish in the Demised Premises all of the work, additional work and installations substantially in accordance with the Drawings and Specifications. Landlord and Tenant will each give full cooperation in having available at the job those persons who are necessary to provide direction and resolve problems arising out of job conditions. See page 3a.

Section 7.03. Tenant Improvement Allowance. Landlord shall allow to Tenant an amount which shall not exceed $ 171,900 for construction costs of Tenant's Demised Premises and leasehold improvements. Should Tenant require or desire leasehold improvements which cost shall exceed said allowance, Tenant shall be responsible to pay Landlord any additional amount over the said construction allowance, with such amounts being considered additional rentals as defined herein. All such amounts due to Landlord shall be paid by Tenant to Landlord prior to Landlord commencing construction of Tenant's space, or at Tenant's request and Landlord's option, Landlord shall provide such additional funds, and such funds shall be repaid in monthly installments together with the rental payments called for hereinabove, plus 12% interest per annum over a term mutually agreed upon. Landlord, upon Tenant's request, shall exhibit to Tenant all bids from contractors to be used in the Tenant Improvements. The collective sum of said bids shall not be for an amount exceeding 105% of any bona fide, qualified bids procured by Tenant for the same work. SEE RIDER.

Section 7.04. Possession, Substantial Completion. Tenant's taking possession of the Demised Premises shall be conclusive evidence, as against Tenant, that, at the time such possession was so taken, the work to be performed by Landlord was substantially completed. Within ten business days after taking such possession, a representative of Landlord and Tenant shall survey the Demised Premises for the purpose of determining those items, if any, of the work to be performed by either party remain to be completed, which shall be reduced to an itemized and agreed "Punch List." Both parties agree to complete the items for which they are responsible within a reasonable time thereafter.

Section 7.05. Tenant Access. Tenant, its agents, and its employees shall have access to the Demised Premises for the purpose of installing furniture, fixtures, equipment, and other items necessary for the commencement of the Tenant's operations provided that there shall be no interference with the completion of construction by Landlord or its agents or contractors. Landlord shall in no event be liable or responsible to Tenant for loss or damage to Tenant's property. Tenant shall assume all risk of loss to its personal property, furniture, fixtures, and/or equipment which Tenant chooses to install during Landlord's construction of the Demised Premises.

Section 7.06. Delay in Possession. If, for any reason, the Landlord cannot deliver possession of the Demised Premises to the Tenant at the commencement of the lease term, this Lease shall not be void or voidable, nor shall the Landlord be liable to the Tenant for Tenant for any loss or damage resulting therefrom, but there shall be an abatement of rent for the period between the commencement of the lease term and the time when the Landlord does deliver possession. The lease term shall not be extended as a result of any such delay in delivery of possession of the Demised Premises by Landlord.

Section 7.07. Tenant Caused Delay. If the occurrence of any construction delays shall be due to any act or omission of Tenant or its agents, employees or contractors, the Demised Premises shall be deemed ready for occupancy on the date when they would have been so ready but for such delay, and tenant shall commence paying rentals from that date. Such delay shall include (a) failing to provide requirements, authorizations, or approvals on a timely basis; (b) changes made by or on behalf of Tenant to Tenant's plans or Landlord's work; (c) postponement of any of Landlord's work at Tenant's request or because of Tenant's work required to be performed in advance of items of Landlord's work so postponed; (d) delay due to any interference with Landlord's work in the Demised Premises or in the Building by Tenant, its agents, servants or employees.

Section 7.08. Delay Expense. If as a result of any delays on the part of Tenant pursuant to the provisions contained herein, Landlord shall sustain any additional costs or damages, Tenant shall pay to Landlord, in addition to the rent payable, all such reasonable costs and damages that Landlord may sustain as a result thereof.

ARTICLE 8 Additional Tenant Alterations

Section 8.01. Additional Tenant Alterations. Tenant shall make no alterations, decorations, installations, additions, or improvements in or to the Demised Premises, or part thereof, including but not limited to; air-conditioning or cooling system, or other apparatus of other or like nature without Landlord's prior written consent and then only by architects, contractors or mechanics provided by Landlord, provided that Landlord shall exhibit to Tenant, upon request by Tenant, all bids for work in the trades which Tenant may require for its alterations. Further, Landlord covenants that the amount for each trade charged to Tenant for such additional Tenant alterations shall not be greater than 5% over any bona fide bid for such work which Tenant may procure.

Landlord agrees not unreasonably to withhold its consent to any nonstructural alterations, decorations, installations, additions or improvements proposed to be made by Tenant to adapt the Demised Premises for Tenant's business purposes, unless, however, any such alterations, decorations, installations, or improvements interfere with or affect Landlord's ability to provide services in the Demised Premises. All such work, alterations, decorations, installations, additions or improvements shall be done at Tenant's sole expense and at such times and in such manner as Landlord may from time to time designate and in full compliance with all laws, rules, regulations, and requirements of all governmental bureaus and bodies having jurisdiction thereof.

Section 8.02. Property of Landlord. All alterations, decorations, installations, additions, or improvements, other than communications equipment, quotation devices, or equipment leased by Tenant, shall, at the election of the Landlord, become the property of Landlord and shall remain upon and be surrendered with said Demised Premises as a part thereof at the end of the term or renewal term, or prior expiration thereof. In the event the Landlord shall elect otherwise, then such of the alterations, decorations, installations, additions or improvements made by Tenant upon the Demised Premises as the Landlord may select shall be removed by the Tenant and Tenant shall restore the premises to its original condition at Tenant's own cost and expense at or prior to the expiration of the lease term.

Section 8.03. Mechanics Liens. As a condition precedent to Landlord's consent to the making by Tenant of alterations, decorations, installations, additions, or improvements to the Demised Premises in addition to other requirements as provided in this Lease or elsewhere, Tenant agrees to obtain and deliver to Landlord written and conditional waivers of mechanics' liens upon the property of which the Demised Premises are a part for any and all work, labor and services to be performed and materials to be furnished in connection with such work in such form as shall be approved by Landlord, signed by all contractors, subcontractors, materialmen, laborers, and workmen to become involved in such work. Notwithstanding the foregoing, if any mechanic's lien is filed against the Demised Premises, or the Building for work claimed to have been done for, or materials claimed to have been furnished to Tenant, it shall be discharged by Tenant within ten days thereafter, at Tenant's expense, or by Tenant filing the bond required by law or payment or otherwise.

Section 8.04. Building Services. Landlord shall not be liable for any failure of any Building facilities or services including but not limited to the air-conditioning and ventilating equipment in the Demised Premises caused by alteration installations, and/or additions by Tenant and Tenant shall correct any such faulty installation. Upon Tenant's failure to correct same, Landlord may make such correction and charge Tenant for the cost thereof. Such sum due Landlord shall be deemed additional rent and shall be paid by Tenant promptly upon being billed therefor.

Section 8.05. Tenant's Records. Tenant shall keep full and accurate records of the cost of any alterations, installations and improvements in and to the Demised Premises made by Tenant and shall, if requested by Landlord, make the same available to Landlord for use in connection with any proceeding to review the Assessed Valuation of the Building or any proceedings to acquire the Land and Building for public or quasi public use.

Section 8.06. Tenant's Property. Any of Tenant's property, which shall remain in the Demised Premises following the expiration of the lease term, or any earlier termination or default of this Lease, at the option of Landlord, be deemed to have been abandoned and either may be retained by Landlord as its property or be disposed of at Tenant's expense, or at Landlord's option may be disposed of without accountability in such manner as Landlord may see fit. In the event of Tenant's failure to remove any of its property, if Landlord shall cause such property to be removed, then any damage caused by the removal thereof and any other damage to the Demised Premises caused by Landlord's removal of Tenant's property from the Demised Premises shall be repaired at Tenant's cost and expense and Tenant shall pay to Landlord upon demand all such costs and expenses. The provisions hereof shall survive the expiration or termination of this Lease.

Section 8.07. Tenant's Obligations on Alterations. In the event Tenant shall, with Landlord's consent, commence additional alterations to the Demised Premises, Tenant shall: (a) provide plans prepared by a licensed Architect in the State of Illinois to be reviewed and approved by Landlord's Architect, with all approval costs to be borne by Tenant; (b) submit said plans and pay for approvals by any and all governmental authorities having jurisdiction over such work; (c) obtain builder's risk insurance for said work with Landlord named as additional insured; (d) commence and complete work with first class quality, and without interference to the normal operation of the building and the rights of other tenants, in strict conformance to said plans, and by contractors licensed, bonded, and insured, evidence of which shall be provided to Landlord prior to construction; (e) allow inspections by Landlord or Landlord's agents as to the quality and conformance of said work, the costs of such inspections to be 10% of the estimated cost of construction as determined by Landlord, to be borne by Tenant; (f) allow the Landlord to impose restrictions on said work to insure the strict conformance of the work to the terms and provisions contained herein; (g) obtain waivers of lien for all labor and materials provided; and (h) obtain certificates of occupancy upon completion of said work. Any deficiency in design or construction shall be the sole responsibility, and at the sole cost, of the Tenant. Title to all improvements, as constructed and installed by Tenant, shall immediately vest in Landlord, free of any and all liens or claims of Tenant or any other person.

ARTICLE 9 Surrender of Premises

Section 9.01. Surrender. Tenant shall deliver and surrender to Landlord possession of the Demised Premises upon expiration of this Lease, or its earlier termination, broom clean and in the same condition and repair as the same shall be at the commencement of the term of this Lease, or may have been put by Landlord during the continuance thereof, ordinary wear and tear excepted, and free of subtenancies, unless Section 13 is applicable.

Section 9.02. Tenant Improvements. Tenant shall remove all property of Tenant permitted under this Lease and all alterations, additions, and improvements as to which Landlord shall have made the election not to retain. Tenant shall repair any damage to the Demised Premises caused by such removal and restore the Demised Premises to the condition in which they were prior to the condition in which they were prior to the installation of the articles so removed. Any property not so removed at the expiration of the term hereof and as to which Landlord shall have not made said election to retain, shall be deemed to have abandoned by tenant and may be retained or disposed of by Landlord, as Landlord shall desire. Tenant's obligation to observe or perform this covenant shall survive the expiration or termination of this Lease.

Section 9.03. Delay. If the Demised Premises is not surrendered at such time, the Tenant shall make good to the Landlord all damage which the Landlord shall suffer by reason thereof, and shall indemnify the Landlord against all claims made by any succeeding tenant against the Landlord founded upon delay by the Landlord in delivering possession of the Demised Premises to such succeeding tenant, so far as such delay is occasioned by the failure of the Tenant to surrender the Demised Premises.

Section 9.04. Consent of Landlord. No agreement to accept a surrender of the Demised Premises shall be valid unless in writing signed by Landlord. The delivery of key to any employee of Landlord or of Landlord's agents shall not operate as a termination of the Lease or a surrender of the premises. No payment by Tenant or receipt by Landlord of a lesser amount than rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check nor any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

Section 9.05. Holdover. If Tenant does not surrender the Demised Premises at the termination of this Lease, Landlord, at its option may hold Tenant over for another full lease term at a rental of 150% of the current rental. All other terms of the Lease remain the same.

ARTICLE 10 Building Signage & Identification

Section 10.01. Building Directory. Landlord shall provide, at Landlord's expense, directory signage at the primary building entry or entries. Landlord shall provide Tenant with one (1) directory listing describing the Tenant's primary business name and suite number on each such directory. At Tenant's request, changes to the original directory listing, subject to Landlord's approval, may be provided by Landlord at Tenant's expense.

Section 10.02. Suite Identification. Landlord shall provide, at Landlord's expense, a Tenant identification sign at or near the primary suite entrance. Said signage shall contain the Tenant's primary business name and suite number. Changes to the original suite signage, subject to Landlord's approval, may be provided by Landlord at Tenant's expense. Landlord shall have the final approval as to the style, size and format of any such sign.

Section 10.03. Exterior Signage. The Tenant shall not be permitted to install signage on any portion of the exterior walls or glazing of the building. In the event Landlord elects to erect exterior building identification signage which provides for individual Tenant identification, such individual Tenant signage may be provided by Landlord at Tenant's expense. SEE RIDER.

ARTICLE 11 Insurance

Section 11.01. Landlord's Insurance. The Landlord shall keep the Building in which the Demised Premises is located insured against loss or damage by fire with extended coverage endorsement in an amount sufficient to prevent the Landlord from becoming a coinsurer under the terms of the applicable policies but, in any event, in an amount not less than 80% of the full insurable value as determined from time to time. The term "full insurable value" shall mean actual replacement cost (exclusive of the cost of excavation, foundations, and footings below the basement floor) without deduction for physical depreciation. Such insurance shall be issued by financially responsible insurers duly authorized to do business in this State,

Section 11.02. Tenant's Insurance. Tenant shall, at its own expense, during the term hereof, maintain and deliver to Landlord insurance for public liability and property damage, personal property, furniture, fixtures, fire, business interruption, and such risk and hazard insurance as are insurable under present and future standard forms of extended coverage insurance policies with respect to the Demised Premises in conformance with standards set forth in Exhibit "C."

Both Landlord and Tenant shall be named as insured, with Illinois standard co-insurance clauses for not less than 80% of such actual cash value. Such policy or policies shall be in such form and amount with such insurance companies as shall be reasonably satisfactory to Landlord, with provision for at least ten days' notice to Landlord of cancellation. At least ten days before the expiration of any such policy Tenant shall supply Landlord with a substitute therefor with evidence of payment of the premiums therefor. Insurance proceeds in the event of a loss shall be delivered to Landlord or Mortgagee to be first applied to the costs of such restoration, repair, rebuilding, or alteration of the Demised Premises, with the balance of funds to be disbursed to the Tenant.

If such premiums shall not be so paid and/or policies therefor shall not be so delivered, then Landlord may procure and/or pay for the same, and the amounts so paid by Landlord, with interest thereon at the rate of 16% per annum from time of payment, shall be added to the installment of monthly rent becoming due on the first of the next succeeding month and shall be collected as an additional charge.

Section 11.03. Increased Insurance Risk. The parties acknowledge that the Demised Premises are a part of a larger Building and Tenant agrees that in the event insurance coverage maintained by Landlord on the Building is increased as a result of Tenant's occupancy, Tenant shall pay such increase upon demand.

Section 11.04. Waiver of Subrogation. Neither Landlord nor Tenant shall be liable to the other for any business interruption or any loss or damage to property or injury to or death of persons occurring in the Building (including the Demised Premises), whether or not caused by the negligence or other fault of Landlord or Tenant, or of their respective agents, employees, subtenants, licensees, or assignees. This release shall apply to the extent that such business interruption, loss, or damage to property or injury to or death of persons is covered by insurance, regardless of whether such insurance is payable to or protects Landlord or Tenant, or both.

Nothing herein shall be constructed to impose any other or greater liability upon either Landlord or Tenant than would have existed in the absence of this provision. This release shall be in effect only so long as the applicable insurance policies contain a clause to the effect that this release shall not affect the right of the insured to recover under such policies. Such clauses shall be obtained by the parties whenever possible. The release in favor of Landlord contained herein, is in addition to, and not in substitution for, or in diminution of the hold harmless and indemnification provisions contained herein.

ARTICLE 12 Damage or Destruction

Section 12.01. General Provisions. If the Demised Premises or the Building containing it should be damaged or destroyed during the demised term by fire or other insurable casualty without the fault of Tenant, Landlord shall, subject to the time that elapses due to adjustment of fire insurance, repair and/or restore the same to substantially the condition it was in immediately prior to such damage or destruction, except as in this Article provided. Landlord's obligation under this Article shall in no event exceed the scope of the work required to be done by Landlord in the original and subsequent construction of the building. Landlord shall not be required to, but Tenant shall with due dispatch, replace or restore forthwith any trade fixtures, signs or other installations therefore installed by Tenant

Section 12.02. No Rent Abatement. The Tenant's obligation to pay the basic rent and all other charges and to perform all other terms of this Lease shall not be affected by any such damage to or destruction of any portion of the building, or of the machinery, fixtures, and equipment used in the operation and maintenance thereof, unless the Demised Premises shall become untenable, and the cost of the repair to same and loss of rental income is covered by the Landlord's insurance policy, a copy of which shall be available for review at Landlord's office. Untenable, as used in this paragraph, shall mean space that cannot be used by the Tenant for the purposes for which the premises were leased for a period greater than 30 days.

Section 12.03. Tenant Default. Notwithstanding the foregoing provisions of this Article, any insurance moneys intended for payment to Tenant in the hands of the Landlord or such mortgagee shall not be required to be paid out if, at the time of the request for payment, the Tenant is in default in the performance of any term in this Lease. Said funds shall be first applied to cure any such defaults, with any balances being paid to Tenant.

Section 12.04. Termination by Landlord. If the work of repairing, replacing, or rebuilding shall not be commenced and completed within the period of time above specified, then the Landlord shall have the right to terminate this Lease, by giving to the Tenant at least 30 days written notice of such intention. If before the expiration of such 30 day period the work is not commenced and the other conditions hereof complied with, this Lease shall cease and expire and the insurance proceeds received and receivable shall belong to and be retained by the Landlord or any mortgagee to whom the same may be payable, as their interests may appear, without claim thereon by the Tenant.

Section 12.05. Termination by Either Party. If the building and improvements on the Demised Premises shall be damaged or destroyed as a result of a casualty or hazard against which the Tenant is required to carry insurance, and such damage renders demised premises untenable as defined heretofore, and if the same shall occur during the last year of the last renewal period of this Lease, then either party shall have the right to cancel this Lease by giving to the other five days written notice thereof within 30 days after the date of any such damage or destruction. If such right is exercised by either party, this Lease shall wholly cease and expire on the date specified in such notice. The Tenant shall not be obligated to rebuild, and the insurance proceeds received and receivable under any policy of insurance shall be retained by the Landlord or any mortgagee to whom the same may be payable, including all taxes, rents, and other charges through the ending date of the lease.

Section 12.06. Limitation. No damages, compensation, or claims shall be payable by Landlord for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Demised Premises or the Building.

ARTICLE 13 Assignment and Subletting

Section 13.01. Conditions, Requirements. Tenant will not by operation of law or otherwise, assign, mortgage or encumber this Lease, nor sublet or permit the Demised Premises or any part thereof to be used by others, without Landlord's prior written consent in each instance, which shall not be unreasonably withheld. The consent by Landlord to any assignment or subletting shall not in any manner be construed to relieve Tenant from obtaining Landlord's express written consent to any other conditions of this lease or further assignment of subletting. Tenant shall have the right to permit portions to be used by, or to sublet portions of the Demised Premises without profit to any wholly owned subsidiaries of Tenant or to any affiliates of Tenant (i.e., corporations at least 50% of whose stock is owned by Tenant). Tenant shall, in no event, be released from being personally bound by all of the terms, covenants, and conditions of this Lease. SEE RIDER.

Section 13.02 Listing Broker. With the express exceptions set forth in the preceding paragraph, if Tenant desires to assign or sublet all or any portion of the Demised Premises, Tenant agrees to notify Landlord of its desire to assign this Lease or sublet the Premises. Upon terms satisfactory to Tenant, Tenant shall submit to Landlord in writing the terms and conditions of the proposed assignment or subletting and any other information reasonably required by Landlord. Landlord shall list the proposed space with Landlord's brokers or, at Landlord's option, Tenant may list with Tenant's brokers, and Landlord's consent to any such proposed assignment or subletting shall not be unreasonably withheld provided it is upon the same or better lease terms than those contained herein. Landlord shall give Tenant notice as to giving or withholding such consent within 30 days after Tenant furnishes Landlord, in writing, in addition to the information set forth above, (a) the name of the proposed assignee or sublessee and (b) the nature and character of the business of the proposed assignee or sublessee.

Section 13.03. New Lease. In lieu of the subletting/assignment provisions contained herein, Landlord, at Landlord's option, may elect to enter into a new and separate Lease with the proposed sublessee and terminate this Lease with the Tenant. Tenant shall be responsible for all rentals through the date of commencement of the new Lease, pass-throughs due or estimated pass-throughs to become due through the date of commencement of the new Lease, and a non-refundable releasing fee equivalent to one month's rental, payable prior to the preparation of the new Lease.

Section 13.04. Additional Rentals. It is agreed that Tenant shall pay to Landlord, as additional rent and prior to the occupancy of the new tenant, the difference, if any, between the fixed minimum rent plus additional rent allocable to that part of the Demised Premises affected by such assignment or sublease pursuant to the provisions of this Lease, and the fixed minimum rent and additional rent payable by the assignee or Sublessee to Tenant.

Section 13.05. Rent Collection. If this Lease shall be assigned, or if the Demised Premises or any part thereof be sublet or occupied by any person or persons other than Tenant, Landlord may, after default by Tenant, collect rent from assignee, subtenant or occupant and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection of rent shall be deemed a waiver of the covenants in this Article, nor shall it be deemed acceptance of the assignee, subtenant or occupant as a tenant, or a release of Tenant from the full performance by Tenant of all the terms, conditions and covenants of this Lease, unless agreed to by both parties.

Section 13.06. Lease Obligations of SubLessee. Each permitted assignee or transferee shall assume and be deemed to have assumed this Lease and shall be and remain liable jointly and severally with Tenant for the payment of the rent, additional rent, and adjustments of rent, and for the due performance of all the terms, covenants, conditions, and agreements herein contained on Tenant's part to be performed for the term of this lease. No assignment shall be binding on Landlord unless such assignee or Tenant shall deliver to Landlord a duplicate original of the instrument of assignment which contains a covenant of assumption by the assignee of all of the obligations aforesaid and shall obtain from Landlord the aforesaid written consent prior thereto.

ARTICLE 14 Mortgage Subordination

Section 14.01. Subordination. This Lease is and shall be subject and subordinate to all mortgages which may now or hereafter affect the Land and/or Building and to all renewals, modifications, amendments, consolidations, replacements, or extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any Mortgagee. In confirmation of such subordination, Tenant without cost or charge to Landlord, shall execute promptly any certificate or instrument of subordination that Landlord may request. If Tenant fails upon reasonable request to execute such a certificate or instrument, Tenant hereby constitutes and appoints Landlord the Tenant's attorney-in-fact to execute any such certificate or certificates or any such instrument or instruments for and on behalf of Tenant.

Section 14.02. Mortgage Modification. If, in connection with obtaining temporary or permanent financing for the Land and/or Building, any such lender shall request reasonable modifications of this Lease as a condition to such financing, Tenant agrees that Tenant will not unreasonably withhold, delay or defer the execution of an agreement of modification of this Lease provided such modifications do not increase the financial obligations of Tenant hereunder or materially adversely affect the leasehold interest hereby created or Tenant's reasonable use and enjoyment of the Demised Premises. In the event of Tenant's refusal to execute and deliver, this Lease shall be canceled and terminated and upon such cancellation and termination neither party shall have any further right or obligation to the other arising out of the execution and delivery of this Lease.

Section 14.03. Nondisturbance of Tenant. Notwithstanding the provision of Section 25.01, the subordination of this Lease to any superior mortgage which may hereafter be made or to any renewal, modification, replacement or extension hereafter of any superior lease or any superior mortgage, or to any consolidation or spreader of any superior mortgage, heretofore or hereafter made, is subject to the express conditions that, so long as this Lease is in full force and effect and Tenant shall not be in default of the terms and provisions of this Lease on Tenant's part to be performed beyond any applicable grace periods, then (a) the Tenant shall not be joined as a party defendant in any foreclosure action or proceeding which may be instituted by the holder of such superior mortgage; and (b) the Tenant shall not be evicted from the Demised Premises; and (c) the Tenant's leasehold estate under this Lease shall not be terminated or disturbed; and (d) any of Tenant's rights under this Lease shall not be affected in any way, by reason of any default under such superior mortgage.

Section 14.04. Attornment. If the holder of a superior mortgage shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed, then at the request of such party so succeeding to Landlord's rights (herein sometimes called successor landlord) and upon such successor landlord's written agreement to accept Tenant's attornment, Tenant shall attorn to and recognize such successor landlord as Tenant's landlord under this Lease, and shall promptly execute and deliver any instrument that such successor landlord may request to evidence such attornment. If Tenant fails upon reasonable request to execute such instrument, Tenant hereby irrevocably appoints Landlord as the attorney-in-fact of Tenant to execute and deliver such instrument on behalf of Tenant, should Tenant refuse or fail to do so promptly after request.

Upon such attornment this Lease shall continue in full force and effect as, or if it were, a direct lease between the successor landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease and shall be applicable after such attornment except that the successor landlord shall not have any liability for refusal or failure to perform or complete Landlord's work or otherwise to prepare the Demised Premises for occupancy.

ARTICLE 15 Mortgage Estoppel

Section 15.01. Mortgage Protection. Either party shall, without charge, at any time and from time to time, within five (5) days after request by the other party, certify by written instrument, duly executed, acknowledged, and delivered, to any mortgagee, assignee or any mortgagee or purchaser, or any proposed mortgagee or assignee of any mortgagee or purchaser, or any person, firm, or corporation reasonably required by the requesting party, that (a) this Lease is unmodified and in full force and effect (or if there has been modification, that the same is in full force and effect as modified and stating the modifications); (b) whether or not there are then existing any set-offs or defenses against the enforcement of any of the agreements, terms, covenants, or conditions hereof upon the part of Tenant or Landlord to be performed or complied with (and, if so, specifying the same); and (c) the date, if any, to which the rental and other charges hereunder have been paid in advance; and (d) that prior to the date of the issuance of the certificate required hereby, to the best of the knowledge of the signer thereof, there has been no violation or breach which would constitute a default under this Lease.

Section 15.02. Estoppel. Tenant agrees that, upon written request of the holder of any note, mortgage, or trust deed secured by the Demised Premises, that Tenant will agree in writing that (a) no action taken by the holder of the note to enforce the mortgage (or trust deed) by reason of default thereunder shall terminate this Lease or invalidate or constitute a breach of any of the terms or conditions hereof, and (b) Tenant will attorn to the purchaser at any foreclosure sale or the grantee in any conveyance in lieu of foreclosure as Landlord of the Demised Premises, and (c) Tenant will, upon written request of such purchaser or grantee, execute such instruments as may be necessary or appropriate to evidence such attornment, provided that the holder of the note and mortgage (or trust deed) agrees that so long as Tenant shall not be in default under this Lease, Tenant's right to possession and enjoyment of the Demised Premises shall be and remain undisturbed and unaffected by the holder of the note and mortgage (or trust deed) or by any foreclosure proceedings thereunder.

ARTICLE 16 Landlord's Representation, Warranty, and Rights

Section 16.01. Landlord Authority. Landlord warrants and represents that it has full authority to execute this Lease for the term and conditions contained herein.

Section 16.02. Landlord Defined. The term "Landlord" wherever used in this Lease shall be limited to mean and include only the owner or owners at the time in question of the Building or the tenant under a ground or underlying lease affecting the Land and/or Building, to whom this Lease may be assigned, or an overlandlord if such overlandlord enters into possession, or a mortgagee in possession, so that in the event of any sale, assignment or transfer of the Landlord and/or Building, or of such ground or underlying lease, such owner, tenant under the ground or underlying lease or overlandlord or mortgagee in possession shall thereupon be released and discharged from all covenants, conditions and agreements of Landlord hereunder thereafter accruing; but such covenants, conditions and agreements shall be binding upon each new owner, tenant under the ground or underlying lease, overlandlord or mortgagee in possession for the time being of the Building, until sold, assigned, or transferred.

Section 16.03. Building Name. The Building will be known as "Golf-River Professional Building" but Landlord shall have the right from time to time to change such name or designation, without Tenant's consent. So long as Tenant shall occupy the Demised Premises, Landlord agrees that Landlord shall not designate, as the name by which the Building is commonly known, the name of any firm whose principal line of business shall be the same as or related to Tenant's business.

Section 16.04. General Rights. In addition to other rights set forth in this Lease, Landlord shall have the following rights exercisable without notice and without liability to Tenant for damage or injury to property, person or business, (all claims for damage being hereby released) and without effecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for set-offs or abatement of rent:

A. To change the name or street address of the Building;

B. To install and maintain signs on the exterior and interior of the Building;

C. To designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines, or toilet supplies used or consumed on the Premises and the Building;

D. To have pass keys to the Demised Premises;

E. To grant to anyone the exclusive right to conduct any business or render any service in the Building, provided such right shall not operate to exclude Tenant from the use expressly permitted by this Lease;

F. To require all persons entering or leaving the building, during such hours as the Landlord may from time to time reasonably determine, to identify themselves to a watchman by registration or otherwise and to establish their right to enter or leave and to exclude or expel any peddler, solicitor, or beggar at any time from the Demised Premises or the Building;

G. To close the Building at such reasonable times as Landlord may determine, subject however, to Tenant's right to admittance under such regulations as shall be prescribed from time to time by Landlord;

H. To approve the weight, size, and location of safes and other heavy equipment and articles in and about the Demised Premises and the Building and to require all such items to be moved in and out of the Building and the Demised Premises only at such times and in such manner as Landlord shall direct and in all events at Tenant's sole risk and responsibility;

I. To do or permit to be done any work in or about the Demised Premises or the Building or any adjacent or nearby building, land, street or alley;

J. In the event that an excavation or any construction should be made for building or other purposes upon the site or land adjacent to the Building, or should be authorized to be made, Tenant shall, if necessary, afford to the person or persons causing or authorized to cause such excavation or construction or other purpose, license to enter upon the Demised Premises for the purpose of doing such work as shall reasonably be necessary to protect or preserve the wall or walls of the Building, or the Building, from injury or damage and to support them by proper foundations, pinning and/or underpinning, or otherwise.

K. Landlord reserves the right to interrupt the supply of water, gas, electric and also sewer service and any other similar utility for the Demised Premises, when required by reason of accident or of repairs, alterations or improvements, until such repairs, alterations or improvements shall have been completed. Landlord shall not be liable in damages or otherwise for any failure to furnish or interruption of the services of water, gas, electricity or sewer.

L. To cause the Demised Premises or entire building to be evacuated, if the Landlord determines or believes there exists a danger or potential danger to the building's occupants.

Section 16.05. Rights of Access. Landlord, and Landlord's agents, employees, or assigns, may exhibit the Demised Premises at all times to prospective Tenants, purchasers, mortgagees, brokers, and others for the purpose of inspecting, showing, reletting, or selling the building, demised premises, or related services. Landlord, and Landlord's agents, employees, contractors, or assigns, may enter the Demised Premises at all times to take measurements, make inspections, repair, alter, maintain, or improve the Demised Premises or adjacent suites or the Building as may be necessary or desirable for the operation, safety, protection, or preservation thereof. During the last 6 months of the term hereof, or if Tenant has vacated or abandoned said premises, Landlord may decorate, remodel, repair, alter, or otherwise prepare the Demised Premises for reoccupancy thereof.

Section 16.06. Right to Alter. Landlord may decorate, alter, repair, or improve the Demised Premises, Building and appurtenances at any time, and Landlord and its representatives for that purpose may enter on and about the Demised Premises and the Building with such material as Landlord may deem necessary, and may erect scaffolding and all other necessary structures on or about the Demised Premises and the Building and may close or temporarily suspend operations of entrances, doors, corridors, elevators, or other facilities.

Tenant waives any claim for damages including the loss of business resulting therefrom and agrees to pay Landlord for overtime and other expenses incurred if such work is done other than during ordinary business hours at Tenant's request. In the exercise of its rights under this subparagraph, the Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business, other damage to the Tenant or the subtenants of the Tenant by reason of making such repairs or the performance of any such work on or in the Demised Premises, or on account of bringing materials, supplies, and equipment into or through the Demised Premises during the course of such work, and the obligations of the Tenant under this Lease shall not thereby be affected in any manner.

Section 16.07. Right to Substitute. If, during the term, the Landlord requires the Demised Premises for use in conjunction with space needed by another Tenant; or if Landlord requires the Demised Premises for its own use; or if Landlord requires the Demised Premises for rehabilitation, refurbishment, or modernization; then Landlord may, at any time during the term of the lease relocate Tenant to another space within the building (the New Space) provided the New Space contains substantially the same number of usable square feet, and is finished in substantially the same manner, with comparable quality materials and finishes.

The cost of removing Tenants furnishings, movable equipment and fixtures from the original space and installing the same in the New Space shall be borne by the Landlord. Such relocation shall occur within thirty (30) days of notice to

Tenant of Landlord's election to exercise rights under this paragraph. The exercise of the rights reserved to Landlord under this paragraph shall neither effect nor impair the terms and conditions of this lease; except that this lease shall be deemed amended to the extent the term "Demised Premises" shall thereafter refer to the New Space.

Section 16.08. Security Interest. The Landlord shall have a security interest and first lien paramount to all others on every right and interest of the Tenant in and to this Lease, and on any building or improvement on or hereafter placed on the Demised Premises, and on any furnishings, equipment, fixtures, or other personal property of any kind belonging to the Tenant, or the equity of the Tenant therein, on the Demised Premises. The security interest and lien are granted for the purpose of securing the payment of rents, taxes, assessments, charges, liens, penalties, and damages to be paid by the Tenant, and for the purpose of securing the performance of all of the Tenant's obligations under this Lease. The security interest and lien shall be in addition to all rights of the Landlord given under statutes of this State, which are now or shall hereinafter be in effect.

Section 16.09. Cumulative Remedies. The rights and remedies given to Landlord by this Lease shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which Landlord might otherwise have by virtue of a default under this Lease, and the exercise of one such right or remedy by Landlord shall not impair Landlord's standing to exercise any other right or remedy.

ARTICLE 17 Landlord Obligations

Section 17.01. Building Services. So long as Tenant is not in default under any of the provisions of the Lease, Landlord, at its own cost and expense shall: (a) provide daily operatorless elevator service in Building, holidays excepted; (b) supply the Demised Premises with electricity for use in outletting and lighting; (c) supply the Demised Premises with cold water, when plumbing facilities are included within the suite; (d) provide heating and air conditioning equipment to the Demised Premises capable of maintaining reasonable temperatures in conformance with ASHRAE standards; and (e) arrange for the installation of all required utility meters for the Demised Premises.

Section 17.02. Landlord Maintenance. Provided Landlord shall give notice to the Tenant of the need thereof, Landlord shall at Landlord's own expense subject to the Common Area Maintenance Expense Stop above stated, make all structural repairs and maintain the exterior and public areas of the Demised Premises and the public areas of the Building in good order and repair and maintain in good condition and make all repairs to the structure in the Demised Premises.

ARTICLE 18 Tenant's Representation, Warranty, and Rights

Section 18.01. Tenant Authority. Tenant represents and warrants that it has full authority to execute this Lease for the term and conditions contained herein. In the event that Tenant under this Lease is a corporation, partnership, or other entity, by execution of this lease Tenant hereby warranties and attests that said corporation, partnership, or entity has agreed by a resolution of the Board of Directors of the corporation, or by a consensus of the partners or parties involved, authorizing the execution of this Lease, which shall hereafter be binding unto all such parties.

Section 18.02. Joint Obligation of Tenant. If there is more than one party tenant, the obligations of the Tenant shall be the joint and several obligations of each party, and, if the Tenant is a partnership or corporation or other entity, the obligations of the Tenant shall be the joint and several obligations of each of the partners or officers individually as the well as the entity.

Section 18.03. Indemnification. In the event that the Landlord shall, without fault on the Landlord's part, be made a party to any litigation by or against the Tenant, then the Tenant shall pay all costs of such litigation, including management fees and reasonable attorney's fees incurred by or charges against the Landlord in enforcing the covenants, terms, and conditions of this Lease or in terminating this Lease by reason of the Tenant's default.

Section 18.04. Covenant of Quiet Enjoyment. Provided the Tenant has fully performed all of the terms and conditions of this lease, Landlord warrants that Tenant may peaceably and quietly have, hold and enjoy the Demised Premises, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE 19 Tenant Obligations

Section 19.01. Adverse Use. Tenant shall not suffer or permit the Demised Premises or any part thereof to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept in the Demised Premises which would in any way (i) violate any law or requirement of public authorities, (ii) cause structural injury to the Building or any part thereof, (iii) interfere with the normal operations of the heating, air-conditioning, ventilating, plumbing or other mechanical or electrical systems of the Building or the elevators installed therein, (iv) constitute a public or private nuisance, (v) alter the appearance of the exterior of the Building or of any portion of the interior thereof other than the Demised Premises.

Section 19.02. Tenant Maintenance. Tenant shall keep and maintain in good order, condition and repair the Demised Premises and every part thereof, including, without limitation, the exterior and interior portions of all doors, door checks, windows, glass, glass block, cabinetry, plumbing and sewage facilities within the Demised Premises, fixtures, heating and air-conditioning maintenance, including exterior mechanical equipment, interior walls, floors and ceilings, lighting and bulb replacement, and fire extinguishers.

Said maintenance, repairs or replacement shall be done in a professional manner resulting in a good and workmanlike job. Tenant shall notify Landlord of the need of such maintenance, repair or replacement and Tenant shall request Landlord to effectuate said maintenance, repairs or replacements whereupon Landlord shall promptly do so, and

Landlord shall invoice Tenant for the amount of such repairs. Tenant shall thereupon make prompt remittance to Landlord within 30 days of submission of said invoice. If Tenant refuses or neglects to commence, allow, or complete repairs promptly and adequately, Landlord may, but shall not be required to do so, make or complete said repairs and Tenant shall pay the cost thereof to Landlord upon demand.

Section 19.03. Utilities. Tenant shall be responsible for the payment of any deposits or similar charges required to be paid in connection therewith and for the payment of any electric, natural gas, sewer or other utility assessment, charge or connection fee required to be paid after the Commencement Date of this Lease.

Section 19.04. Tenant Property. Tenant shall not place a load upon any floor of the Demised Premises which exceeds the load per square foot which such floor is then designed to carry and which is then allowed by law. Tenant shall not move any safe, heavy equipment or bulky matter in or out of the Building without Landlord's written consent, which consent Landlord agrees not unreasonably to withhold or delay. Tenant shall not store or place any materials whatsoever kind or nature or any obstructions in the lobby, passageways, stairs, on the sidewalks or parking areas, or in any public portions of the Building and site.

Section 19.05. Noise and Vibration. All business machines and equipment and all other mechanical equipment installed and used by Tenant in the Demised Premises shall be properly shielded and be so placed, equipped, installed, and maintained by Tenant at Tenant's own cost and expense in settings of cork, rubber, or spring-type vibration-eliminators or in such other manner as Landlord may reasonably direct so as to be sufficient to eliminate the transmission of noise, vibration or electrical, or other interference from the Demised Premises to any other area of the Building.

ARTICLE 20 Landlord's Exoneration

Section 20.01. Utilities. Landlord shall not be liable for any failure or interruption of services of water supply, gas, electric current, storm and sanitary waste outflow, or for any injury or damage to person or property caused by gasoline, oil, steam, gas, electricity, or other utilities.

Section 20.02. Acts of Nature. Landlord shall not be liable for any damages due to hurricane, tornado, flood, wind, or similar storms or disturbances or other acts of nature, or water, rain, or snow which may leak or flow from the street or any surface or subsurface area or from any part of the building or buildings, or for any interference with light or air.

Section 20.03. Personal Injury/Property Damage. The Landlord shall not be liable for any personal injury or property damage to the Tenant or to its officers, agents and employees, or to any other occupant of any part of the Demised Premises, if such injury or damage is caused by action of the elements or acts of negligence of occupants of adjacent properties, to the extent permitted by law. The Landlord shall not be liable, under any expressed or implied covenant of this Lease, for any damages to the Tenant beyond the loss of rent reserved by this Lease, occurring after any act or breach of covenant for which damages may be sought to be recovered against the Landlord.

Section 20.04. Title Defect. If the Tenant shall be ousted from the possession of the Demised Premises by reason of any defect in the title of the Landlord, the Tenant shall not be required to pay any rent under this Lease while it is so lawfully deprived of the possession of the premises and the Landlord shall not incur any liability by such ouster beyond the loss of rent while the Tenant is so deprived of the possession of the premises.

Section 20.05. Building Representations. Tenant acknowledges that neither Landlord, its employees or agents have made any representations with respect to the Building and the Demised Premises regarding conformance with applicable zoning and building regulations, or the location, availability, and/or adequacy of any utilities which may be required in the Tenant's use of the Demised Premises.

Section 20.06. Adjoining Property. The Landlord shall not be responsible or liable to the Tenant for any injury or damage resulting from acts or omissions of persons occupying property adjoining the Demised Premises or any part of the Building of which the Demised Premises is a part, or for any injury or damage resulting to the Tenant or its property from bursting, stoppage, or leaking of water, gas, sewers or steam pipes.

Section 20.07. Tenant's Property. All Tenant's personal property of every kind which may at any time be in the Demised Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant, and Landlord shall not be liable for any damage to said property or loss suffered by the business or occupation of Tenant caused by water from any source whatsoever or from the bursting, overflowing or leaking of sewer or steam pipes or from the heating or plumbing fixtures or from electric wires or from gas or odors or cause in any other manner whatsoever.

Section 20.08. No Waiver. The failure of either party to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease, or of Landlord to enforce any of the Rules and Regulations set forth or hereafter adopted by Landlord, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of rent or payment of rent by Tenant with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by either party, unless such waiver be in writing signed by such party.

No payment by Tenant or Receipt by Landlord of a lesser amount than monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent or payments due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or payments due, or pursue any other remedy in this Lease provided.

Section 20.09. Indemnification of Landlord. The Tenant shall indemnify the Landlord against all liabilities, expenses, and losses incurred by the Landlord as a result of (a) failure by the Tenant to perform any covenant required to be performed by the Tenant hereunder; (b) any accident, injury, or damage which shall happen on or under the adjoining streets, sidewalks, curbs, or vaults, or resulting from the condition, maintenance, or operation of the adjoining streets, sidewalks, curbs or vaults; (c) failure to comply with any requirements of any governmental authority; and (d) any mechanic's lien or security agreement, filed against the Demised Premises, any equipment therein, or any materials used in the construction or alteration of any building or improvement thereon.

Section 20.10. Indemnification of Tenant. The Landlord shall indemnify the Tenant against all liabilities, expenses, and losses incurred by the Tenant as a result of negligence by Landlord and Landlord's agents, employees, contractors, and suppliers.

ARTICLE 21 Bankruptcy

Section 21.01. Bankruptcy of Insolvency. If at any time prior to or after the date herein fixed as the Commencement Date of this lease term, there shall be filed by or against Tenant in any Court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into any such arrangement, at Landlord's option this Lease shall ipso facto be canceled and terminated, at which time Tenant shall quit and surrender the Demised Premises, and neither Tenant nor any person claiming through or under Tenant or by virtue of any statute or of any order of any court shall be entitled to possession of the Demised Premises.

Section 21.02. Landlord's Damages. Landlord, in addition to the other rights and remedies contained herein, may retain as liquidated damages any rent, security deposit or moneys received from Tenant or others on behalf of Tenant. It is stipulated and agreed that in the event of the termination of this Lease pursuant to the Bankruptcy actions described herein, Landlord shall be entitled to recover from Tenant as and for liquidated damages an amount equal to the rent reserved hereunder for the unexpired portion of the lease term, as well as any and all additional rents, pass-through expenses due and becoming due, and any and all costs of collection, including property management and legal fees and expenses.

ARTICLE 22 Default Provisions

Section 22.01. Tenant Default. If Tenant defaults in fulfilling any of the covenants of this Lease requiring the payment of fixed minimum rent or additional rent, or in complying with any of the other terms, conditions or provisions of this Lease, or if Tenant ceases to conduct its business in the Demised Premises or leaves same substantially vacant, or in the case of the nonpayment of fixed minimum rent or additional rent which continues for ten days after Landlord serves a written notice upon Tenant specifying such default; if Tenant defaults in any one or more of the events referred to above, then upon Landlord serving a written 10 day's notice upon Tenant specifying the nature of said default and upon the expiration of the said 10 days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of such a nature that the same cannot be completely cured or remedied within said 10 day period, and if Tenant shall not have diligently commenced curing such default within such 10 day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then Landlord may serve a written 10 day notice of cancellation of this Lease upon Tenant, and upon the expiration of said 10 days, this Lease and the term hereunder shall end and expire as fully and completely as if the date of expiration of such 10 day period were the day herein definitely fixed for the end and expiration of this Lease and the term thereof and Tenant shall then quit and surrender the Demised Premises to Landlord but Tenant shall remain liable as hereinafter provided.

Section 22.02. Landlord Remedy. If the 10 day notice of cancellation provided for herein shall have been given, and the term shall expire as aforesaid, or if Tenant shall make default after ten days' notice in the payment of the fixed minimum rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein provided, or if any execution or attachment shall be issued against Tenant or any Tenant's property whereupon the Demised Premises shall be taken or occupied by someone other than Tenant, then and in any of such events Landlord may without notice, re-enter the Demised Premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of the Demised Premises and remove their effects and hold the Demised Premises as if this Lease had not been made, but Tenant shall remain liable hereunder as hereinafter provided, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

Section 22.03. Rent Deficiency. In case of any such default, re-entry, expiration and/or dispossession summary proceedings or otherwise, then the fixed minimum rent and additional rent shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, together with such expenses as Landlord may incur for legal expenses, reasonable attorneys' fees, brokerage, and/or putting the Demised Premises in good order, or for preparing the same for re-rental. Landlord may re-let the Demised Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms, which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and may grant concessions or free rent. In addition, Tenant or the legal representatives of Tenant shall also pay Landlord as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rents and additional rents hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected or to be collected on account of the Lease or leases of the Demised Premises for each month of the period which would otherwise have constituted the balance of the term of this Lease.

Section 22.04. Reletting of Premises. The failure or refusal of Landlord to re-let the Demised Premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such damages there shall be added to the said deficiency such expenses as Landlord may incur in connection with re-letting, such as additional property management fees, legal expenses, reasonable attorneys' fees, brokerage fees, and costs for keeping the Demised Premises in good order or for preparing the same for re-letting. Any such damages shall be immediately due and payable by Tenant and any suit brought to collect the amount of the deficiency shall not prejudice in any way the rights of Landlord to collect the deficiency for any other amounts due hereunder, subject to offsets received by Landlord as a result of Landlord's attempts to mitigate damages.

Section 22.05. Alteration of Premises. Landlord, at Landlord's option, may make such alterations, repairs, replacements and/or decorations in the Demised Premises as Landlord in Landlord's sole judgement considers advisable and necessary for the purpose of re-letting the Demised Premises, the cost of which shall be the responsibility of the Tenant; and making of such alterations and/or decorations shall not operate or be construed to release tenant from liability hereunder as aforesaid. Landlord shall in no event be liable in any way whatsoever for failure to re-let the Demised Premises, or in the event that the Demised Premises are re-let, for failure to collect the rent thereof under such re-letting. Any such action may be an action for the full amounts of all rents and damages suffered or to be suffered by Landlord.

Section 22.06. Tenant Breach. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if reentry, summary proceedings and other remedies were not herein provided for. The foregoing remedies and rights of Landlord are cumulative. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Demised Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease, or otherwise.

Section 22.07. Late Charge. Landlord reserves the right to require Tenant to pay as an additional charge hereunder interest at the rate of 5% per late payment on all payments of rent and additional charges which are made more than ten (10) days after the due date. In the event Tenant fails or refuses to pay rent or any additional charge hereunder and Landlord institutes suit for the collection of same, Tenant agrees to reimburse Landlord for all reasonable expenses incurred by Landlord in connection therewith including but not limited to management fees and attorney's fees incurred by Landlord.

Section 22.08. Security Interest. The Landlord shall have a security interest and first lien paramount to all others on every right and interest of the Tenant in and to this Lease, and on any building or improvement on or hereafter placed on the Demised Premises, and on any furnishings, equipment, fixtures, or other personal property of any kind belonging to the Tenant, or the equity of the Tenant therein, on the Demised Premises. The security interest and lien are granted for the purpose of securing the payment of rents, taxes, assessments, charges, liens, penalties, and damages to be paid by the Tenant and for the purpose of securing the performance of all of the Tenant's obligations under this Lease. The security interest and lien shall be in addition to all rights of the Landlord given under statutes of this State, which are now or shall hereinafter be in effect.

Section 22.09. No Waiver. No failure by the Landlord to insist upon the strict performance of any term or condition of this Lease or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any such term or condition. No term or condition of this Lease required to be performed by the Tenant, and no breach thereof shall be waived, altered, or modified, except by a written instrument executed by the Landlord. No waiver of any breach shall affect or alter any term or condition in this Lease, and each such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

Section 22.10. Landlord's Right/Tenant Obligation. If Tenant shall default in the observance or performance of any term or covenant on its part to be observed or performed under or by virtue or any of the terms or provisions in any Article or this Lease, Landlord, without being under obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Tenant. If in connection therewith Landlord makes any expenditures or incurs any obligations for the payment of money or instituting, prosecuting or defending any action or proceedings commenced before or during the term of this Lease or after the expiration or termination of the term of this Lease, including but not limited to legal expenses and attorneys' fees, such sums paid or obligation incurred with legal interest and costs shall be paid to Landlord by Tenant on demand, and if not paid, Landlord, at Landlord's option, in addition to any other remedy, may deem the same to be additional rent.

Section 22.11. Landlord's Right to Accelerate. Notwithstanding anything to the contrary contained in this article, or anywhere in this Lease, in the event that Landlord exercises its right to terminate this Lease, Tenant shall immediately surrender the Demised Premises to Landlord and pay to Landlord the sum of (a) all Rent accrued hereunder through the date of termination, and, upon Landlord's determination thereof, and (b) an amount equal to (i) the total Rent that Tenant would have been required to pay for the remainder of the Lease Term discounted to present value at the prime rate then in effect, minus (ii) the then present fair rental value of the Demised Premises for the remainder of the Lease Term, similarly discounted, after deducting all anticipated Costs of Reletting (as hereinafter defined). Landlord's determination of such amount shall be conclusive and binding on Tenant, and shall be deemed to have been made in good faith. For purposes of this Lease, the term "Costs of Reletting" shall mean all costs and expenses incurred by Landlord in connection with the reletting of the Demised Premises, including without limitation, Rent loss during the period the Premises are vacant prior to reletting, the cost of cleaning, renovation, repairs, decoration and alteration of the Demised Premises for a new tenant or tenants, advertisement, marketing, brokerage, property management and legal fees, including attorneys' fees and other legal expenses, the cost of protecting or caring for the Demised Premises while vacant, the cost of removing and storing any property located on or in the Demised Premises, and any other out-of-pocket expenses incurred by Landlord including, but not limited to tenant inducements such as the cost of moving the new tenant or tenants and the cost of assuming any portion of the existing lease(s) of the new tenant(s).

ARTICLE 23 Rules and Regulations

Section 23.01. Rules and Regulations. Tenant, its servants, employees, agents, visitors, and licensees shall observe faithfully and comply strictly with the rules and regulations set forth in Exhibit "B" attached hereto and made a part hereof. Landlord shall have the right from time to time during the term of this Lease to make reasonable changes in and additions to the rules thus set forth provided such changes and additions are applicable to all other office tenants in the Building.

Section 23.02. Enforcement. Any failure by Landlord to enforce any rules and regulations now or hereafter in effect, either against Tenant or any other tenant in the Building, shall not constitute a breach hereunder or waiver of any such rules and regulations, but any rule or regulation not generally enforced against other tenants in the building will not be discriminatorily enforced against Tenant.

ARTICLE 24 Requirements of Public Authorities

Section 24.01. Tenant Compliance. Tenant shall, at Tenant's expense, comply with all laws, orders, ordinances and regulations of federal, state, county and municipal authorities and with any direction made pursuant to law of any public officer or officers which shall, with respect to the occupancy, use or manner of use of the Demised Premises or to any abatement of nuisance caused by Tenant, impose any violation, order or duty upon Landlord or Tenant arising from Tenant's occupancy, use, or manner of use of the Demised Premises or any installations made therein by or at Tenant's request, or required by reason of a breach of any of Tenant's covenants or agreements hereunder.

Section 24.02. Landlord Compliance. Except as aforesaid, Landlord shall, at its expense, comply with or cause to be complied with, all laws, orders, ordinances, and regulations of federal, state, county and municipal authorities and any direction made pursuant to law or any public office or officers which shall, with respect to the public portions of the Building, or which affect Tenant's access to the Demised Premises, impose any violation, order or duty upon Landlord or Tenant. Landlord may at its expense contest the validity of any such law, ordinance, rule, order or regulation.

Section 24.03. Notice of Violations. If Tenant receives notice of any violation of law, ordinance, rule, order, or regulation applicable to the Demised Premises, it shall give prompt notice thereof to Landlord. If Landlord receives notice of any violation of any such law, order, ordinance, or regulation applicable to the Demised Premises or services, access or other appurtenances to the Demised Premises, especially, but not limited to, any creating an obligation of Tenant under Section 11.01, it shall give prompt notice thereof to Tenant.

ARTICLE 25 Eminent Domain

Section 25.01. Total Condemnation. If the whole of the Demised Premises shall be taken under the power of eminent domain or by deed in lieu of such taking, then the term of this Lease shall cease as of the day possession shall be taken, with all rentals and pass-throughs due under this lease paid by Tenant through the date of condemnation possession.

Section 25.02. Minimal Condemnation. If less than 10% of the land area, whether or not improved, and/or less than 20% of the building area not including the Tenant's Demised Premises, is taken under the power of eminent domain, or by deed in lieu of such taking, there shall be no condemnation right granted Tenant under this Lease.

Section 25.03. Partial Condemnation. In the event more than ten (10%) percent or more of the land area of the Building is taken under the power of eminent domain, or by deed in lieu of such taking, the Landlord shall have the right to terminate this Lease by giving Tenant written notice of termination within sixty (60) days after the taking of possession by such public authority.

Section 25.04. Condemnation Damages. All damages awarded for such taking under the power of eminent domain or by deed in lieu of such taking, whether for the whole or a part of the Premises, shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in value of the property or to the fee of the property; provided, however, that Landlord shall not be entitled to any separate award made to Tenant for loss of business, depreciation to and cost of removal of stock and fixtures or to other separate awards payable to Tenant.

Section 25.05. Peripheral Taking Exclusion. Any sale, grant, dedication or taking of peripheral or perimeter parts or portions of the parking area for road widening or road improvements purposes or for the installation of utilities shall not be deemed a condemnation or taking within the meaning of this Article and Tenant shall not, in any such event, be entitled to compensation, diminution, or abatement of any rent or other charges.

ARTICLE 26 Miscellaneous Provisions

Section 26.01. Index & Captions. The index preceding this Lease and the captions of Articles in this Lease are inserted only as a matter of convenience and for reference and they in no way define, limit or describe the scope of this Lease or of the intent of any provision thereof.

Section 26.02. Gender. Any word contained in the text of this Lease shall be read as the singular or the plural and as the masculine, feminine or neuter gender as may be applicable in the particular context. In construing this Lease, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and vice versa in any place in which the context so requires.

Section 26.03. Entire Agreement. This Lease with Exhibits annexed hereto contains the entire agreement between Landlord and Tenant and any executory agreement hereafter made between Landlord and Tenant shall be ineffective to change, modify, waive, release, discharge, terminate or effect an abandonment of this Lease, in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, waiver, release, discharge, termination, or the effecting of the abandonment is sought.

Section 26.04. Multiple Lease Copies. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

Section 26.05. Written Notices. Any notice, request, demand, or communication permitted or required to be given by the terms and provisions of this Lease, or by any law or governmental regulation, either by Landlord to Tenant or by Tenant to Landlord, shall be in writing.

Section 26.06. Memorandum of Lease. This Lease shall not be recorded. Landlord and Tenant shall, at the option of Tenant, execute and deliver a memorandum of this Lease in proper form for the purpose of recording, but said memorandum of this Lease shall not in any circumstances be deemed to modify or change any of the provisions of this Lease, the provisions of which shall in all instances prevail.

Section 26.07. Applicable Law. The Landlord and Tenant agree that this Lease shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. The parties hereby agree that jurisdiction venue over any disputes over the terms, covenants and conditions contained herein shall be within the Circuit Court of Cook County, Illinois, Second (2nd) Municipal District.

Section 26.08. Waiver of Jury Trial. In any action or proceeding brought by Landlord to enforce Landlords's rights under this lease, or to enforce Tenants obligation's hereunder, Tenant shall, and hereby does, waive trial by jury. In any action or proceeding brought by Landlord to enforce Tenant's obligation to pay rent or additional rent, Tenant shall not assert any counterclaim against Landlord in such action or proceeding.

Section 26.09. Severability. If any term or provision of this Lease shall, to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and the balance of the terms and provisions of this Lease shall be valid and enforceable to the fullest extent either hereunder or as permitted by law.

Section 26.10. Binding Effect on Assigns. The covenants, conditions, and agreements contained in this Lease shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and, except as otherwise provided herein, their assigns.

SEE RIDER.

IN WITNESS WHEREOF Landlord and tenant have respectively signed and sealed this Lease as of the day and year first above written.

LANDLORD

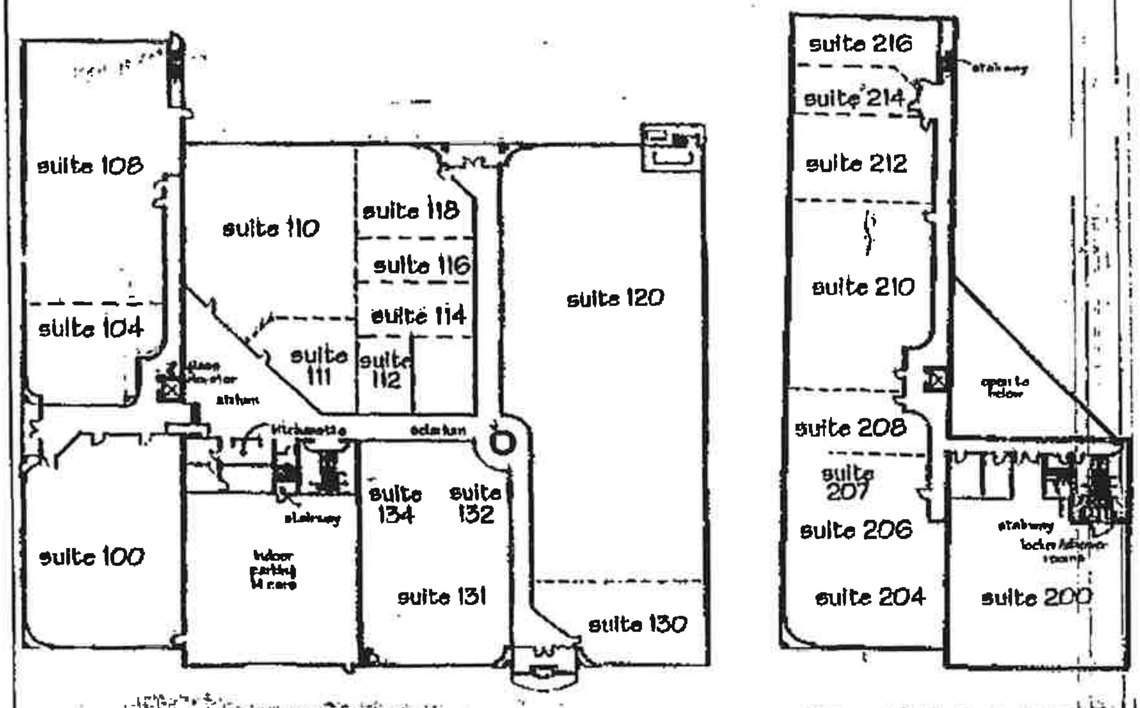
GOLF/RIVER OFFICE BUILDING — 7/2/03
Date

TENANT

PRESIDENT & CEO — 18/07/2003
Date

Date

Golf River



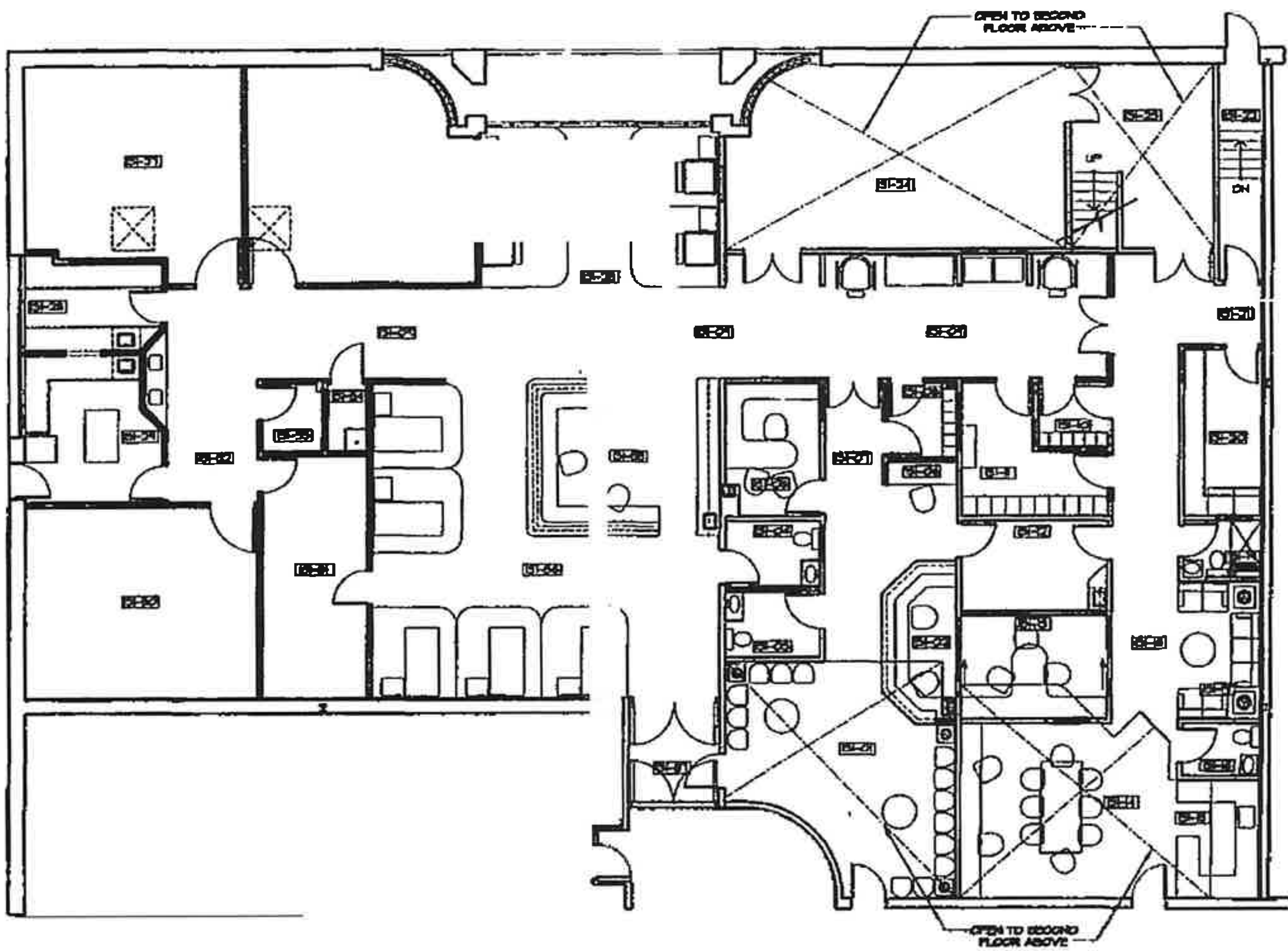
first floor

second floor

Attachment - 2

#E-039-21

Attachment - 2



RM. #	ROOM NAMES
131-01	WAITING
131-02	RECEPTION
131-03	TOILET
131-04	TOILET
131-05	CONSULTATION ROOM
131-06	NURSE'S WORK AREA
131-07	5' WIDE CORRIDOR
131-08	PATIENT GOWNING
131-09	8' WIDE STERILE CORRIDOR
131-10	NURSE'S GOWNING
131-11	DOCTOR'S GOWNING
131-12	EXAMINATION ROOM
131-13	ADMINISTRATIVE MANAGER'S OFFICE
131-14	DOCTOR'S LOUNGE
131-15	FOOD & BEVERAGE BAR
131-16	TOILET
131-17	DOCTOR'S LOUNGE
131-18	5'-10" WIDE CORRIDOR
131-19	TOILET
131-20	LAUNDRY
131-21	HALL
131-22	EXIT CORRIDOR
131-23	STAIRWELL
131-24	EQUIPMENT STORAGE
131-25	RECOVERY 1
131-26	PROCEDURE 1
131-27	PROCEDURE 2
131-28	SOILED WORKROOM
131-29	CLEAN/ STERILE WORKROOM
131-30	PROCEDURE 3
131-31	PROCEDURE/ RECOVERY STORAGE
131-32	8' WIDE STERILE CORRIDOR
131-33	GAS/ ANAESTHESIA STORAGE
131-34	JANITOR'S CLOSET
131-35	NURSE'S STATION
131-36	RECOVERY 2
131-37	EXIT CHAMBER

1 New First Floor Plan : Weil ASTC Suite 131
Scale 1/8" = 1'-0"

North

GOLF RIVER PROFESSIONAL BUILDING LEASE

Attachment - 2

EXHIBIT "A" Legal Description

PARCEL 1:

Lot 1 in River-Golf Resubdivision of Lot 1 (except the South 75 Feet and except the West 400 Feet thereof at right angles measurement) in Redeker's Garden Addition to Des Plaines, being a Subdivision of Lots 6 and 7 (except the South 4 Acres thereof) in Redeker Estates Subdivision of parts of Sections 8, 9, 16 and 17, Township 41 North, Range 12, East of the Third Principal Meridian, according to the Plat of said River Golf Subdivision registered in the office of the Registrar of Titles of Cook County, Illinois, on April 3, 1963, as Document Number 2084343, excepting from said Lot 1 in River-Golf Resubdivision, that part lying Easterly of a line described as follows: Beginning at a point lying in the Northerly line of Lot 1, said point being 55 Feet Westerly of the Northeasterly corner of said Lot 1: Thence Southeasterly along a straight line for a distance of 62.49 Feet to a point lying in a line which is 18 Feet Southwesterly of (as measured at right angle) and parallel with the Easterly line of said Lot 1: Thence Southeasterly along said previously described parallel line for a distance of 130.60 Feet more or less to a point of termination lying in the Southerly line of said Lot 1 of River-Golf Resubdivision, all in Cook County, Illinois.

PARCEL 2:

The East 250.0 Feet of the West 400.0 Feet of Lot 1 in Redeker's Garden Addition to Des Plaines, being a Subdivision of Lots 6 and 7 (except the South 4.0 Acres thereof) in Redeker's Estate Subdivision of parts Sections 8, 9, 16 and 17, in Township 41, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

The South 140.0 feet of the North 245.0 feet of the West 150.0 feet, as measured from the East Line of Mary Street and said Line extended, of Lot 1 in Redeker's Garden Addition to Des Plaines, being a subdivision of Lot 6 and Lot 7, except the South 4 acres thereof, in Redeker's Estate Subdivision of parts of Sections 8, 9, 16 and 17, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

EXHIBIT "B" Rules and Regulations (as of 12/14/01)

1. The rights of tenants in the entrances, corridors and elevators of the Building are limited to ingress from the tenant's premises for the tenants and their employees, licensees, and invitees, and no tenant shall use, or permit the use of, the entrances, corridors, or elevators for any other purpose.

2. No tenant shall invite to the tenant's premises, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of any of the entrances, corridors, elevators, parking lots, and other facilities of the Building by other tenants.

3. Fire exits and stairways are for emergency use only, and they shall not be used for any other purposes by the tenants, their employees, licensees or invitees. No tenant shall encumber or obstruct, or permit the encumbrance or obstruction of any of the sidewalks, entrances, corridors, elevators, fire exits, or stairways of the Building.

4. The Landlord reserves the right to control and operate the public portions of the Building and the public facilities, as well as facilities, furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally.

5. The cost of repairing any damage to the public portions of the Building or the public facilities or to any facilities used in common with other tenants, caused by a tenant or the employees, licensees, or invitees of the tenant, shall be paid by such tenant.

6. No tenant shall obtain or accept for use in its premises food or beverage vending machines, general construction, general cleaning, floor polishing, carpet cleaning, lighting maintenance, or other similar services from any persons not authorized by the Landlord in writing to furnish such services. Such services shall be furnished only at such hours, in such places within the tenants' premises and under such regulations as may be fixed by the Landlord.

7. No awnings, decorations, devices, or other projections over or around windows and doors, shall be installed by any tenant, and only such window blinds as are supplied or approved by the Landlord shall be used in a tenant's premises.

8. Hand trucks shall not be used in any space, or in the public halls of the Building, either by the tenant or their vendors or agents in the delivery or receipt of merchandise, except those equipped with rubber tires and side guards.

9. All entrance doors in each tenant's premises shall be left locked when the tenant's premises are not in use. Entrance doors shall not be left open at any time.

10. No noise, including the playing of any musical instruments, radio, or television, which, in the judgment of the Landlord, might disturb other tenants in the Building shall be made or permitted by any tenant, and no cooking shall be done in the tenant's premises, except as expressly approved by the Landlord.

11. Nothing shall be done or permitted in any tenant's premises, and nothing shall be brought into or kept in any tenant's premises, which would impair or interfere with any of the building services or the proper and economic heating, cleaning or other servicing of the Building or the premises, or the use or enjoyment by any tenant of any other premises, nor shall there be installed by any tenant any HVAC, electrical, microwave, computer, TV systems, or other equipment of any kind which might cause any such impairment or interference.

12. Tenant shall not permit any cooking or food odors emanating within the Demised Premises to seep into other portions of the Building.

13. No acids, vapors, or other materials shall be discharged or permitted to be discharged into the waste lines, vents, or flues of the Building which may cause damage to them or provide a nuisance to other visitors or tenants.

14. The water and wash closets and other plumbing fixtures in or serving any tenant's premises shall not be used for any purpose other than the purpose for which they were designed or constructed, and no sanitary napkins, paper towels, sweepings, rubbish, rags, acids, or other foreign substances shall be deposited therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose servants, employees, agents, visitors, or licensees, shall have caused the same.

15. No signs, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any tenant on any part of the outside or inside the premises or the Building without the prior written consent of Landlord. In the event of the violation of the foregoing by any tenant, Landlord may remove the same without any liability, and may charge the expense incurred by such removal to the tenant or tenants violating this rule.

16. Interior signs and lettering on doors and elevators shall be inscribed, painted, or affixed for each tenant by Landlord at the expense of Landlord, and shall be of a size, color and style acceptable to Landlord. Landlord shall have the right to prohibit any advertising by any tenant which impairs the reputation or image of the Building. Upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

17. No additional locks, bolts, and alarms of any kind shall be placed upon any of the doors or windows in any tenant's premises and no lock on any door therein shall be changed or altered in any respect. Duplicate keys for a tenant's premises and toilet rooms shall be procured only from the Landlord, which may make a reasonable charge therefor. Upon the termination of a tenant's lease, all keys of the tenant's premises and toilet rooms shall be delivered to the Landlord.

18. No tenant shall mark, paint, drill into, or in any way deface any part of the Building or the premises demised to such tenant. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Landlord, and as Landlord may direct. No tenant shall install any floor or wall finishes in the premise demised unless approved by Landlord.

19. The requirements of tenants will be attended to only upon application at the office of the building. Employees of Landlord shall not perform any work or do anything outside of the regular duties, unless under special instructions from the office of the Landlord.

20. The tenant's employees shall not loiter around the hallways, stairways, elevators, front, roof, or any other part of the building used in common by the occupants thereof.

21. If the premises demised to any tenant become infested with vermin, such tenant, at its sole costs and expense, shall cause its premises to be exterminated, from time to time, to the satisfaction of Landlord, and shall employ such exterminators therefor as shall be approved by Landlord.

22. No cars shall be left in the garage or parking lots overnight without notification to the Landlord. Building parking shall be for the express use of the building tenant's and their visitors.

23. The Landlord reserves the right to tow, without notice, cars which appear abandoned, are blocking building entryways and drives, are left overnight without notice, or are otherwise improperly parked. The Landlord is not responsible for vandalism, theft, or damage to cars caused by building visitors or their cars.

24. Building services provided for tenants by the Landlord or its agents shall be invoiced monthly, due and payable immediately, subject to the "Additional Rent" provisions contained in the building lease. Failure by Landlord to provide timely invoicing shall not alter the Tenant's obligation for payment hereunder.

25. The building hours are from 7:00 AM to 8:00 PM Monday through Friday, from 7:00 AM to 6:00 PM Saturday, and from 9:00 AM to 2:00 PM Sunday. Said hours may be modified by Landlord from time to time, and without notice to Tenant. Upon request, tenants shall be provided passkeys for 24-hour access to the building and their suites. Said keys shall not be duplicated, and remain the property of the building.

EXHIBIT "C" TENANT INSURANCE REQUIREMENTS

1. Policies. Policies must (a) be endorsed to be primary, with all Landlord's policies being excess, secondary and noncontributing; and (b) contain provision for 30 days' prior written notice by insurance carrier to Landlord required for cancellation, nonrenewal, or substantial modification.

2. Limits, Deductibles and Retentions. Any aggregate limit which is reduced below 75% of the limit required by this Agreement because of losses paid must be reinstated by Tenant

3. Forms If the forms of policies, endorsements, certificates, or evidence of insurance required by this Exhibit are superseded or discontinued, Landlord will have the right to require other equivalent or superior forms. Any policy or endorsement form other than a form specified in this Exhibit must be approved in advance by Landlord.

4. Certificates. Evidence of insurance must be submitted to Landlord prior to Tenant occupying space, and yearly upon Tenant renewal. Such evidence shall specify the additional insured status and/or waivers of subrogation, state the amounts of all deductibles and self-insured retentions, set forth notice requirements for cancellation, material change, or non-renewal of insurance; and be accompanied by copies of all required endorsements.

SPECIFIC COVERAGE REQUIREMENTS

INSURANCE	COVERAGES	OTHER REQUIREMENTS
Worker's Compensation (If carried by Tenant)	Statutory Limits (If state has no statutory limit, $1,000,000)	1. Waiver of subrogation in favor of the Landlord. 2. No "alternative" forms of coverage will be permitted.
Employer's Liability	$500,000 each accident for bodily injury by accident $500,000 each employee for bodily injury by disease	1. Waiver of subrogation in favor of the Landlord.
Commercial General Liability (Occurrence Basis)	$1,000,000 per occurrence $2,000,000 general aggregate	1. Landlord will be named as "additional insured". 2. Separation of insured language will not be modified. 3. Waiver of subrogation in favor of Landlord. 4. Aggregate limit per location endorsement. 5. Deletion of exclusions for liability assumed under contract. 6. No modification which would make Tenant's policy excess over or contributory with Landlord's liability insurance.
Commercial Business Automobile Liability	$1,000,000	1. Landlord will be named as "additional insured". 2. Waiver of subrogation in favor of Landlord. 3. Aggregate limit per location endorsement
Umbrella Liability Insurance (Occurrence Basis)	$5,000,000 per occurrence $5,000,000 aggregate	1. Written on an umbrella basis above the coverage referenced above. 2. The Landlord will be named as additional insured. 3. Waiver of subrogation in favor of the Owner Parties. 4. Aggregate limit per location endorsement.
Causes of Loss-Special Form (formerly known as "all risk") Property Insurance	100% replacement cost.	1. Name Landlord as "insured as its interest may appear" 2. Contain only standard printed exclusions. 3. Waiver of subrogation in favor of Landlord. 4. Ordinance or law coverage endorsement.

EXHIBIT G

RIDER TO LEASE BETWEEN GOLF-RIV[illegible] BUILDING (LANDLORD) AND FOOT AND ANKLE SU[illegible]ENTER, LTD. (TENANT)

Section 2.01. Lease Term. Rental payments for suites [illegible] and 134 shall commence upon October 1, 2003. Rental payments for suites 128, 130, and the hallway between suites 130 and 131 shall commence upon the date of substantial completion of the Tenant's Improvements for suites 128, 130 and the hallway which are to be completed by Landlord, however, in no event later than January 1, 2004. Landlord and Tenant shall have a one-time right to terminate this Lease on December 31, 2013; to effect such termination, the party requesting to terminate must notify the other party at least eighteen (18) months prior to December 31, 2013. In the event that Tenant terminates this Lease under this provision, Tenant shall pay Landlord the unamortized build-out expenses, amortized at 6.75% per year.

Section 3.04 Utilities. All gas and electricity in the Premises for HVAC, lighting, receptacles, and other incidental uses is separately metered and controlled by Tenant, and billed directly to Tenant by utility companies for their exact consumption.

Section 6.01 Common Area Maintenance. Tenant shall be provided 6 night per week janitorial service in their suite.

Section 7.01 Plans and Specifications. The architectural design, working drawings, and engineering shall be performed by the Landlord's architect at the rate of 8% of the total cost of construction, plus additional work as requested by Tenant. Tenant may, at Tenant's expense, employ other architects or engineers to consult with Landlord's architect, design, or procure specialty permits on behalf of the Tenant. Landlord's architect shall cooperate fully with Tenant's architect, including following recommended design options wherever practical, producing the working drawings and specifications under the Tenant's architect's name for submission to state agencies, or joint venturing said work. Should Tenant's architect's work result in a savings in fee work from Landlord's architect, such savings shall be credited to the Tenant.

Section 7.03 Tenant Improvements. Upon execution of this Lease, Tenant shall provide Landlord with a $20,000 non-refundable architectural deposit for preliminary design and State of Illinois submissions.

Upon execution of this Lease, completion of the architectural drawings, and receipt of building permits, construction shall commence on suites 131, 132, and 134. Upon execution of this Lease, completion of the architectural drawings, receipt of building permits, and the relocation of the existing tenant in suite 130, construction shall commence on suites 128, 130, and the hallway between suites 130 and 131. This Lease is contingent upon Landlord's ability to relocate the existing tenant in suite 130.

Landlord's build-out allowance shall include Landlord-provided space planning and architecture, engineering, construction, wiring, HVAC, plumbing, cabling, painting, carpeting, miscellaneous repairs, construction management, and/or telecommunications costs. Tenant shall have the [redacted] any unused portion of the improvement allowance toward rental [redacted], and equipment, and/or moving costs.

Landlord represents that, to [redacted] this building is in conformance with existing State of [redacted], and the building would not require extensive retrofit [redacted] approvals for this surgicenter. In the event that the State [redacted] building retrofit (not interior space build-out), the Tenant shall [redacted] $100,000 and the Landlord shall pay any and all additional expenses in excess of $100,000. Such required improvements must be mandated by the State before Landlord shall be obligated to make such additional improvements.

All build-out work shall be permitted, bid, scheduled, and supervised by the Landlord's construction manager at the rate of fifteen percent (15%) of the cost of construction. Total subcontractor's costs shall not exceed five percent (5%) over any qualified Tenant-procured bids

Landlord shall refurbish and/or improve the general maintenance of the building, including the floor coverings in the common areas, the atrium furnishings, and the exterior building identity signage.

Article 10 Signage The existing interior directory and exterior identification signage shall remain in place, with additional interior directional signage added. Additionally, to the extent permitted by local zoning laws of Des Plaines, Tenant shall have the right to place building signage, at their sole cost and expense, for both initial installation and ongoing maintenance, within any Golf-River window, at a size no greater than 50% of the window size. The design and location of such signage shall be subject to Landlord's approval, which shall not be unreasonably withheld, and subject to the City of Des Plaines zoning ordinance and approvals.

Section 13.01 Assignment and Subletting. Tenant shall have the right to assign this Lease or sublease its space. Any assignment of this Lease or sublease of the space shall be subject to Landlord's consent, which shall not be unreasonably withheld, conditioned, or delayed.

Article 27 Building Access Tenant shall have 24 hour per day, 7 day per week, 365 days per year keyed access to the building.

Article 28 Right of First Refusal Tenant shall have the right of first refusal on all contiguous space on the first floor of the building.

7/22/03

08/18/03

Lowell Weil, Sr.

THIRD LEASE AMENDMENT
FOR SUITES 128 130, 131, 132 AND 134

This Lease Amendment made this 3rd day of FEBRUARY, 2018, to the lease dated July 22, 2003, between Golf-River Office Building (Designer Direct Inc. (Successor Landlord) ("Landlord"), and Foot & Ankle Surgery Center, Ltd. ("Tenant"), both with principal offices at 1455 Golf Road, Des Plaines, Illinois, 60016. In the event of a conflict between the terms of this Lease Amendment and any terms of the Lease or any Exhibit attached thereto, or any riders attached to the Lease, specifically including the General Rider and Exhibit G to the Lease, the terms of this Lease Amendment shall control. Landlord and Tenant agree to amend the Lease as follows:

Exterior Wall Signage

1. Pursuant to Paragraph 13 of the General Rider to the Lease, Tenant desires to have an illuminated box signage installed on the exterior northface of the northeast corner of the Golf River Building. Refer to the attached plan. Tenant shall assume all financial responsibility for permitting, fabrication & installation of the sign, bringing power to the sign and all ongoing maintenance costs associated with said signage, as well as all costs for removal of the signage and patching & painting the building façade at the conclusion of the lease term.

2. Tenant has notified Landlord that the sign will be powered by (2) 60 watt transformers. Tenant shall pay an additional sum of $10.00 per month as compensation for the electrical consumption of the signage upon completion of installation.

3. The sign and transformers were installed on January 26, 2018; The additional sum for the sign will become effective as of February 1, 2018.

Unless otherwise defined herein, the terms used in this Lease Amendment shall have the same meaning given to them in the Lease. Unless specifically modified herein, all other terms and conditions of the original Lease, Riders, and Amendments shall remain in full force and effect.

Landlord and Tenant have respectively signed and sealed this Third Lease Amendment as of the day and year written below.

Designer Direct Inc. Successor (Landlord)	Date 2/3/2018
Foot & Ankle Surgery Center, Ltd (Tenant)	Date 02/03/18

L:\3prop\GolfRiv\131\Third Lease Amendment-Signage

FOURTH LEASE AMENDMENT
FOR SUITES 128,130.131,132 and 134

This Fourth Lease Amendment is made and entered into as of the **10th** day of **April**, 2019, by and between Designer Direct Inc. (Lessor) and NORTHWEST COMMUNITY HEALTHCARE, an Illinois not-for-profit corporation (Lessee). Each Designer Direct Inc. and Northwest Community Healthcare are individually a "Party" and collectively the "Parties". In the event of a conflict between the terms of this Fourth Lease Amendment and any other of the lease documents and amendments referenced heretofore, the terms of this Fourth Lease Amendment shall govern.

WHEREAS, Foot and Ankle Surgery Center (Weil) entered into that certain Golf River Professional Building Lease on July 22, 2003, subsequently amended, most recently by the Third Lease Amendment executed on February 3, 2018 ("Lease") for Suites 128, 130, 131, 132, and 134 at the building commonly known as 1455 E. Golf Road, Des Plaines, IL 60016 ("Leased Premises"); from Designer Direct Inc. a Successor Lessor to the Golf-River Office Building.

WHEREAS, Weil and Northwest Community Foot and Ankle Center, LLC (NCFAC) entered into a joint venture transaction, effective July 14, 2017 and

WHEREAS, Weil subsequently subleased the Leased Premises to the joint venture (NCFAC) via the Medical Office Sublease Agreement dated July 14, 2017 and

WHEREAS, The Weil Lease and the Weil/NCFAC sublease expire on September 30, 2019 and

WHEREAS, Northwest Community Healthcare (NCH) desires extend the term of the (Weil Lease) and continue the operation of an ambulatory surgery center and related activities and

WHEREAS, Northwest Community Healthcare (NCH) desires to assume the (Weil's) lease obligations and comply with all terms and conditions of the Lease and

WHEREAS, Designer Direct Inc. (Lessor) and Northwest Community Healthcare (Lessee) have agreed to amend the 'Lease' to reflect the mutually agreed terms and conditions.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the Parties and the mutual benefits to be gained by the performance thereof and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do covenant and agree as follows:

A. LEASE TERMS:

1.) **Lessee:** The Lessee shall be changed from Foot and Ankle Surgery Center to Northwest Community Healthcare, an Illinois not-for-profit corporation with principal office at 800 W. Central Road, Arlington Heights, IL. 60005

2.) **Section 2.01 Lease Term**: The Lease Term shall be changed to two (2) years: commencing on October 1, 2019 and continuing through September 30, 2021. Lessee shall have option to extend this lease, with the same terms and conditions set forth herein, for (1) additional period of (5) years, by giving the Lessor notice, in writing, no earlier later than (9) months and not later than (6) months prior to the lease expiration.

4.) **Section 2.02 Real Estate Brokers**; The Real Estate Brokers shall be amended as follows: Levin Associates represents the Lessor and Avison Young represent the Lessee.

5.) **Section 3.01 Base Rent:** The Base Rent for the Lease Premises shall begin on the commencement date and continue through September 30, 2021. The Base Rent shall be adjusted to $33.50 per rentable square foot, times 10,498 square feet: $ 351,683 per annum; $29,306.92 per month.

6.) **Section 3.02 Additional Rents:** In addition to the Base Rent and Adjusted Rents, Lessee shall pay ($89.49) per month for the gas usage for the Emergency Generator and ($10.00) per month for the LED exterior wall sign on the Northside of the building located at the Northeast corner of the building.

7.) **Section 3.03 Adjusted Rents:** shall be replaced with a 3% Base Rent adjustment on the annual anniversary of the Lease commencement date.

8.) **Section 5.02 Real Estate Tax Stop :** The Real Estate Tax Stop shall be changed from the calendar year 2003 to the calendar 2017.

9.) **Section 6.02 Operating Expense Stop**: The Operating Expense Stop shall be changed from the calendar year 2003 to the calendar year 2018.

10.) **Article 13 Assignment and Subletting:** Northwest Community Healthcare (NCH) shall have the right to assign this Agreement or Lease herein, or any interest therein, or sublet the Lease Premises, or any portion thereof, to Northwest Community Foot and Ankle Center, LLC (NCFAC). Notwithstanding any assignment of this Agreement or Lease, or the subletting of the Leased Premises, or any portion thereof, (NCH) shall continue to be liable for the performance of the terms, conditions and covenants of this Lease, including but not limited to the payment of rent.

11.) **Exhibit F – Personal Guaranty:** Lessee has submitted financials and evidence of a Moody's Credit Rating of A2. As long as the Lessee maintains a Moody's A2 credit rating Lessor shall waive the Personal Guaranty requirement. However, in the event Lessee's credit rating dips below the A2 rating Lessee shall provide Lessor with (2) months rental as a security deposit.

Unless specifically modified herein, all other terms and conditions of the Lease, Riders and Amendments shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

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

LESSOR:
DESIGNER DIRECT INC.

By: ______________________

Name: PRESIDENT

Title: KERRY LEVIN

LESSEE:
NORTHWEST COMMUNITY HEALTHCARE, an Illinois not-for-profit corporation

By: ______________________

Name: Michael Hartke

Title: COO/EVP

FIFTH LEASE AMENDMENT
FOR SUITES 128, 130, 131, 132 AND 134

This Fifth Lease Amendment is made and entered into as of the 18TH day of JANUARY, 2021, by and between Designer Direct Inc. (Lessor) and NORTHWEST COMMUNITY HEALTHCARE, an Illinois not-for-profit corporation (Lessee). Each Designer Direct Inc. and Northwest Community Healthcare are individually a "Party" and collectively the "Parties".

In the event of a conflict between the terms of this Fifth Lease Amendment and any terms of the First, Second, Third, or Fourth Lease Amendments, Lease or any Exhibit attached thereto, or any riders attached to the Lease, specifically including the General Rider and Exhibit G to the Lease, the terms of the Fifth Lease Amendment shall control.

Whereas, the current lease for Suite 131 expires on September 30, 2021 and whereas, Designer Direct Inc. (Lessor) and Northwest Community Healthcare (Lessee) desire to extend the lease term for an additional period of two (2) years; Designer Direct Inc. (Lessor) and Northwest Community Healthcare (Lessee) agree that the Lease shall be amended as follows:

1. Section 2.01 Lease Term: The Lease Term shall be extended for two (2) years: commencing on October 1, 2021 and continuing through September 30, 2023.

2. Section 2.02 Real Estate Brokers: The Real Estate Brokers shall be amended as follows: No brokers are involved in the negotiation of this extension. If brokers are utilized, they shall be compensated by their respective parties.

3. Section 3.01 Base Rent: The current Base Rent for period 10/1/2020 through 9/30/2021 is $34.51 per sf; $362,286 per annum; $30,190 per month. The Base Rent shall be adjusted 3% per annum on the anniversary dates of the lease (10/1/2021 and 2022) unless Lessee has improved their premises pursuant to paragraph 4 hereafter, or Lessor has failed to improve the property pursuant to paragraph 4 hereafter, in which case the adjustment shall be abated for this two year term.

4. Section 37.03 Tenant Improvement Allowance: Lessee represents and warrants that, prior to the commencement of this extension, they shall provide capital improvements to include decoration, flooring, and ceiling treatment upgrades at their sole cost and expense", pursuant to the terms contained in the base lease. Lessor represents and warrants that, prior to the commencement of this extension, they shall improve the common areas of the building, at their sole cost and expense, to include new digital exterior signage, new digital interior directory signage, enhanced interior hallway directional signage, and exterior perimeter fencing.

Unless specifically modified herein, all other terms and conditions of the Lease, Riders and Amendments shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

LESSOR:	**LESSEE:**
IREC	**NORTHWEST COMMUNITY HEALTHCARE, an Illinois not-for-profit corporation**
By:	By:
Name: H	Name: Michael Hartke
Title: PRESIDENT	Title: COO/E.V.P.

Attachment - 2

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

The Illinois Certificate of Good Standing for NCFAC is attached at Attachment – 3.

File Number 0583243-8

STATE OF ILLINOIS
OFFICE OF THE 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

NORTHWEST COMMUNITY FOOT AND ANKLE CENTER LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JUNE 24, 2016, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 3RD *day of* SEPTEMBER ***A.D.*** 2021 .

Authentication #: 2124600954 verifiable until 09/03/2022
Authenticate at: http://www.ilsos.gov

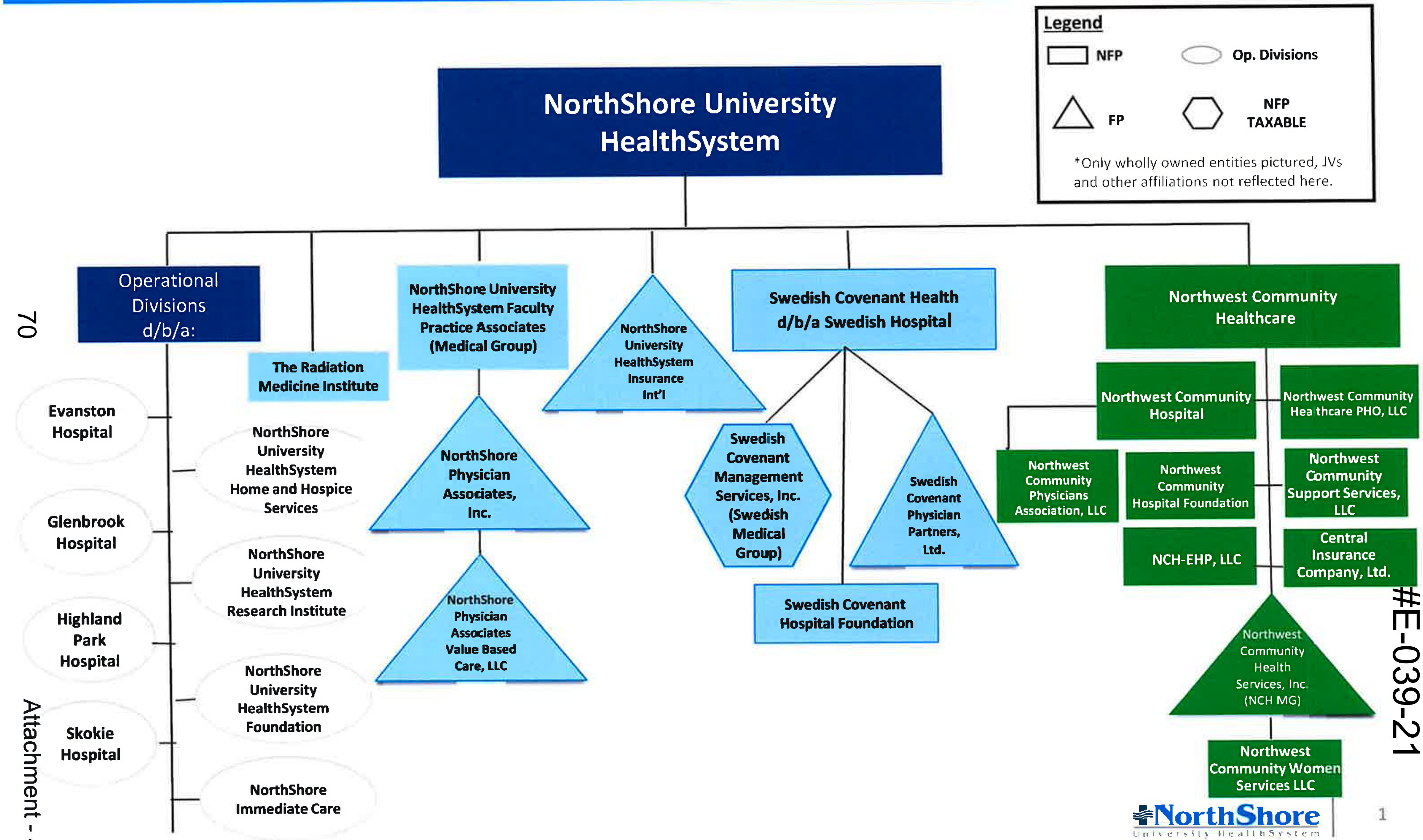
Jesse White
SECRETARY OF STATE

Section I, Identification, General Information, and Certification

Organizational Relationships

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

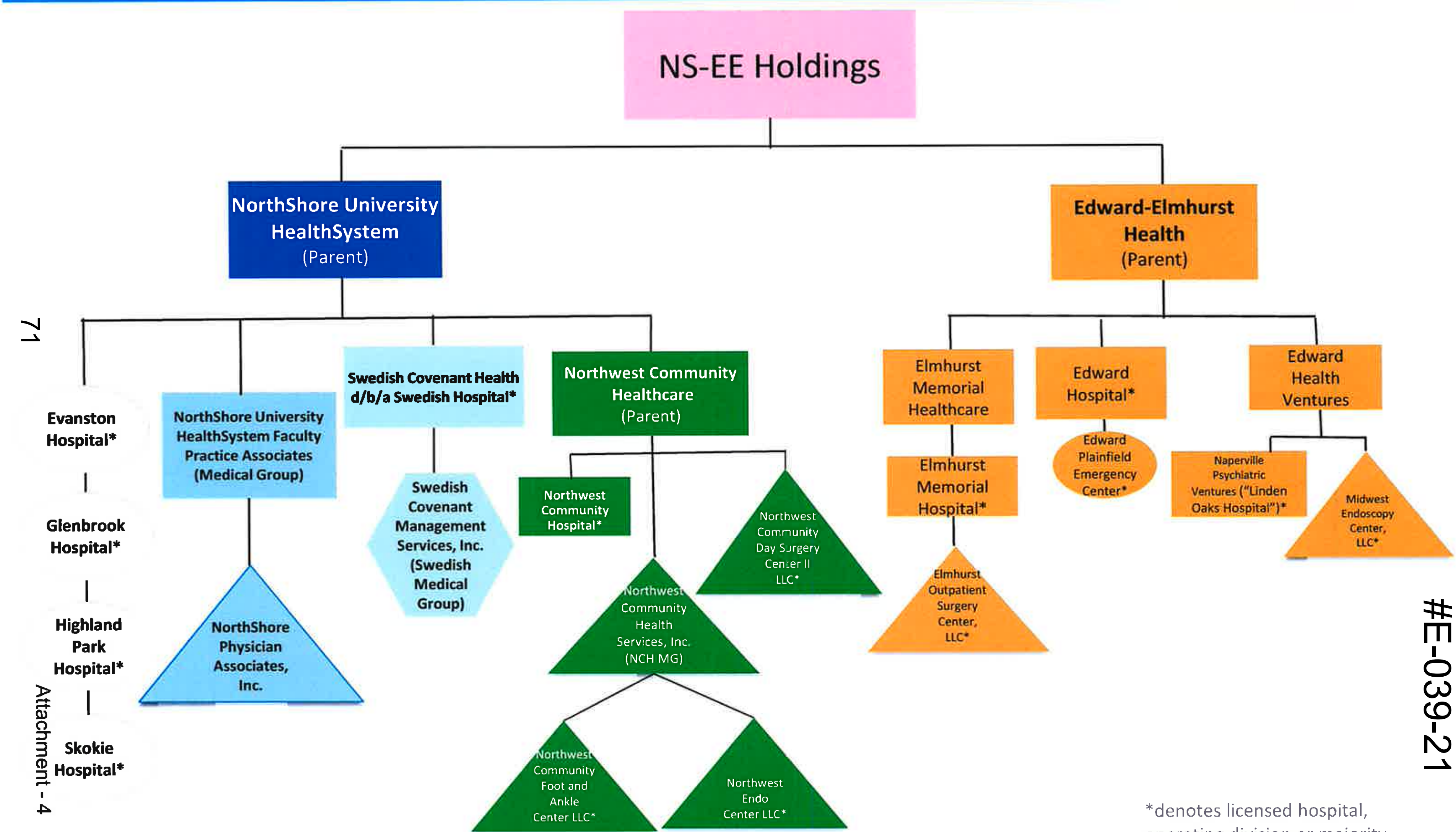
Organizational Structure, Effective January 1, 2021



#E-039-21

Attachment - 4

Post-close Organizational Structure



*denotes licensed hospital, operating division or majority owned facility

Section II, Background of the Applicant

1. A list of health care facilities owned or operated by NorthShore University HealthSystem and Northwest Community Healthcare in Illinois including licensing and certification information is attached at Attachment – 5A.

2. Letters from the Applicants certifying no adverse action has been taken against any facility owned and/or operated by the Applicants in Illinois during the three years prior to filing this application is attached at Attachment – 5C.

3. An authorization permitting the State Board and the Illinois Department of Public Health ("IDPH") access to any documents necessary to verify information submitted, including, but not limited to: official records of IDPH or other State agencies is attached at Attachment – 5C.

NorthShore University HealthSystem			
Name	Address	License No.	Accreditation Identification No
NorthShore Evanston Hospital	2650 Ridge Avenue Evanston, Illinois 60201	0000646	7343
NorthShore Glenbrook Hospital	2100 Pfingsten Road Glenview, Illinois 60225	0003483	7343
NorthShore Highland Park Hospital	777 Park Avenue West Highland Park, Illinois 60035	0005066	7343
NorthShore Skokie Hospital	9600 Gross Point Road Skokie, Illinois 60076	0005587	7343
Swedish Covenant Health d/b/a Swedish Hospital	5145 North California Avenue Chicago, Illinois	0002717	7343
Northwest Community Hospital	800 West Central Road Arlington Heights, Illinois 60005	0001701	4656

NorthShore University HealthSystem Health Care Facilities with 5% or Greater Ownership		
Name	Address	License
Northwest Community Foot and Ankle Center	1455 East Golf Road Des Plaines, Illinois 60016	7003213
Ravine Way Surgery Center	2350 Ravine Way #500 Glenview, Illinois 60025	7003080
River North Same Say Surgery Center	1 East Street #300 Chicago, Illinois 60611	7002090
Northwest Community Day Surgery Center II	675 West Kirchoff Road Arlington Heights, Illinois 60005	7001209
Northwest Endo Center	1415 South Arlington Heights Road Arlington Heights, Illinois 60005	7003210

Northwest Community Healthcare			
Name	Address	License No.	Accreditation Identification No
Northwest Community Hospital	800 West Central Road Arlington Heights, Illinois 60005	0001701	4656
Northwest Community Day Surgery Center II	675 West Kirchoff Road Arlington Heights, Illinois 60005	7001209	558537
Northwest Endo Center	1415 South Arlington Heights Road Arlington Heights, Illinois 60005	7003210	117454
Northwest Community Foot and Ankle Center	1455 East Golf Road Des Plaines, Illinois 60016	7003213	120139

Illinois Department of PUBLIC HEALTH

HF 121621

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

Ngozi O. Ezike, M.D.
Director

Issued under the authority of the Illinois Department of Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
12/31/2021		0000646

General Hospital

Effective: 01/01/2021

NorthShore University HealthSystem
dba NorthShore Univ. HealthSystem Evanston Hospital
2650 Ridge Avenue

Evanston, IL 60201

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #19-493-001 10M 9/18

DISPLAY THIS PART IN A CONSPICUOUS PLACE

Exp. Date 12/31/2021
Lic Number 0000646

Date Printed 10/30/2020

NorthShore University HealthSystem
dba NorthShore Univ. HealthSystem E
2650 Ridge Avenue
Evanston, IL 60201

FEE RECEIPT NO.

Illinois Department of
PUBLIC HEALTH

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

Ngozi O. Ezike, M.D.
Director

Issued under the authority of the Illinois Department of Public Health

12/31/2021	0003483

General Hospital

Effective: 01/01/2021

NorthShore University HealthSystem
dba NorthShore Univ. HealthSystem Glenbrook Hospital
2100 Pfingsten Road

Glenview, IL 60025

DISPLAY THIS PART IN A CONSPICUOUS PLACE

Exp. Date 12/31/2021

Lic Number 0003483

Date Printed 10/30/2020

NorthShore University HealthSystem
dba NorthShore Univ. HealthSystem G
2100 Pfingsten Road
Glenview, IL 60025

FEE RECEIPT NO.

Attachment - 5B

#E-039-21

HF 121624

Illinois Department of
PUBLIC HEALTH

DISPLAY THIS PART IN A CONSPICUOUS PLACE

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

Ngozi O. Ezike, M.D.
Director

Issued under the authority of the Illinois Department of Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
12/31/2021		0005066

General Hospital

Effective: 01/01/2021

NorthShore University HealthSystem
dba NorthShore Univ. HealthSystem Highland Park Hosp
777 Park Avenue West

Highland Park, IL 60035

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #19-493-001 10M 9/18

Exp. Date 12/31/2021

Lic Number 0005066

Date Printed 10/30/2020

NorthShore University HealthSystem
dba NorthShore Univ. HealthSystem Hi
777 Park Avenue West
Highland Park, IL 60035

FEE RECEIPT NO.

Attachment - 5B

Illinois Department of PUBLIC HEALTH

HF 121625

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

Ngozi O. Ezike, M.D.
Director

Issued under the authority of the Illinois Department of Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
12/31/2021		0005587

General Hospital

Effective: 01/01/2021

NorthShore University HealthSystem
dba NorthShore University HealthSystem Skokie Hospital
9600 Gross Point Rd

Skokie, IL 60076

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #19-493-001 10M 9/18

DISPLAY THIS PART IN A CONSPICUOUS PLACE

Exp. Date 12/31/2021

Lic Number 0005587

Date Printed 10/30/2020

NorthShore University HealthSystem
dba NorthShore University HealthSyste
9600 Gross Point Rd
Skokie, IL 60076

FEE RECEIPT NO.

Attachment - 5B

Illinois Department of PUBLIC HEALTH HF 121586

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

Ngozi O. Ezike, M.D.
Director

Issued under the authority of the Illinois Department of Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
12/31/2021		0001701

General Hospital

Effective: 01/01/2021

Northwest Community Hospital
800 W Central Road
Arlington Heights, IL 60005

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #19-493-001 10M 9/18

DISPLAY THIS PART IN A CONSPICUOUS PLACE

Exp. Date 12/31/2021

Lic Number 0001701

Date Printed 10/28/2020

Northwest Community Hospital

800 W Central Road
Arlington Heights, IL 60005

FEE RECEIPT NO.

Illinois Department of PUBLIC HEALTH HF 121459

DISPLAY THIS PART IN A CONSPICUOUS PLACE

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

Ngozi O. Ezike, M.D.
Director

Issued under the authority of the Illinois Department of Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
12/31/2021		0002717

General Hospital

Effective: 01/01/2021

Swedish Covenant Health
dba Swedish Hospital
5145 N California Avenue

Chicago, IL 60625

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #19-483-001 10M 9/18

Exp. Date 12/31/2021
Lic Number 0002717

Date Printed 10/08/2020

Swedish Covenant Health
dba Swedish Hospital
5145 N California Avenue
Chicago, IL 60625

FEE RECEIPT NO.

Attachment - 5B

Illinois Department of PUBLIC HEALTH HF 122270

DISPLAY THIS PART IN A CONSPICUOUS PLACE

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

Ngozi O. Ezike, M.D.
Director

Issued under the authority of the Illinois Department of Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
03/20/2022		7001209

Ambulatory Surgery Treatment Center

Effective: 03/21/2021

Northwest Community Day Surgery Center
675 W Kirchhoff Rd
Arlington Heights, IL 60005

face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #19-493-001 10M 9/18

Exp. Date 03/20/2022
Lic Number 7001209

Date Printed 02/18/2021

Northwest Community Day Surgery Ce
675 W Kirchhoff Rd
Arlington Heights, IL 60005-2371

FEE RECEIPT NO.

Illinois Department of PUBLIC HEALTH

HF 123040

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

Ngozi O. Ezike, M.D.
Director

Issued under the authority of the Illinois Department of Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
07/13/2022		7003213

Ambulatory Surgery Treatment Center

Effective: 07/14/2021

Northwest Community Foot and Ankle Center, LLC
1455 Golf Rd
Des Plaines, IL 60016

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #19-493-001 10M 9/18

DISPLAY THIS PART IN A CONSPICUOUS PLACE

Exp. Date 07/13/2022

Lic Number 7003213

Date Printed 05/28/2021

Northwest Community Foot and Ankle

1455 Golf Rd
Des Plaines, IL 60016-1250

FEE RECEIPT NO.

Illinois Department of PUBLIC HEALTH HF 121881

DISPLAY THIS PART IN A CONSPICUOUS PLACE

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

Ngozi O. Ezike, M.D.
Director

Issued under the authority of the Illinois Department of Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
02/06/2022		7003210

Ambulatory Surgery Treatment Center

Effective: 02/07/2021

Northwest Endo Center LLC
1415 S Arlington Heights Road
Arlington Heights, IL 60005

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #19-493-001 10M 9/18

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Date Printed 12/18/2020

Northwest Endo Center LLC

1415 S Arlington Heights Road
Arlington Heights, IL 60005-3765

FEE RECEIPT NO.

Attachment - 5B

The Joint Commission

September 14, 2021

HCO ID: # 7343

J.P. Gallagher
CEO
NorthShore University HealthSystem
1301 Central Street, Suite 300
Evanston, Illinois 60201

Dear Mr. Gallagher:

Joint Commission accredited organizations that have a full accreditation survey that has been postponed due to the COVID-19 pandemic will continue to be considered accredited beyond their current certificate expiration date.

The Joint Commission has resumed survey/review activity and as soon as The Joint Commission has determined it is safe to resume onsite survey activity in your county, scheduling of past due surveys will be prioritized.

Organizations that have an approaching accreditation due date that may be impacted as The Joint Commission begins to survey past due organizations will also continue to be considered accredited. Once the full survey has been conducted and a final accreditation decision of Accredited has been rendered, the accreditation will be renewed without any lapse in the existing accreditation

If I can be of further assistance I can be reached at (630) 792-5749.

Sincerely,

Cynthia Lopez

Cynthia Lopez
Senior Account Executive
Accreditation and Certification Operations

www.jointcommission.org

Headquarters
One Renaissance Boulevard
Oakbrook Terrace, IL 60181
630 792 5000 Voice

The Joint Commission

September 14, 2021

HCO ID:# 7343

J.P. Gallagher
CEO
NorthShore University HealthSystem
1301 Central Street, Suite 300
Evanston, Illinois 60201

Dear Mr. Gallagher:

This letter confirms that The Joint Commission surveyed NorthShore University Health System on May 17-21, 2021.

Until the findings from this most recent survey are reviewed and a decision is rendered, The Joint Commission continues to consider NorthShore University Health System accredited based on the results of the previous full survey on October 2-6, 2017. An accreditation decision on your latest survey findings will be made once the 60-day Evidence of Standards Compliance reports have been approved by our central office. At that time, your organization's accreditation status will be updated and displayed on our Quality Check report.

If NorthShore University Health System achieves accreditation, the accreditation status will be effective for 3 years from May 22, 2021 for all services surveyed under the Hospital, Home Care, and Behavioral Health Accreditation Manuals.

We understand that the accreditation process can be confusing at times. If I can be of further assistance, please call me directly at (630) 792-5749.

Sincerely,

Cynthia Lopez

Cynthia Lopez
Senior Account Executive
Accreditation and Certification Operations

www.jointcommission.org

Headquarters
One Renaissance Boulevard
Oakbrook Terrace, IL 60181
630 792 5000 Voice

The Joint Commission

February 26, 2018

Re: # 7343
CCN: #140010
Program: Hospital
Accreditation Expiration Date: October 07, 2020

J.P. Gallagher
COO
NorthShore University HealthSystem
1301 Central Street, Suite 300
Evanston, Illinois 60201

Dear Mr. Gallagher:

This letter confirms that your October 02, 2017 - October 06, 2017 unannounced full resurvey was conducted for the purposes of assessing compliance with the Medicare conditions for hospitals through The Joint Commission's deemed status survey process.

Based upon the submission of your evidence of standards compliance on January 12, 2018, January 15, 2018 and February 15, 2018 and the successful on-site unannounced Medicare Deficiency Follow-up event conducted on November 16, 2017 and December 14, 2017, the areas of deficiency listed below have been removed. The Joint Commission is granting your organization an accreditation decision of Accredited with an effective date of October 07, 2017. We congratulate you on your effective resolution of these deficiencies.

§482.23 Nursing Services
§482.41 Physical Environment
§482.42 Infection Control
§482.51 Surgical Services

The Joint Commission is also recommending your organization for continued Medicare certification effective October 07, 2017. Please note that the Centers for Medicare and Medicaid Services (CMS) Regional Office (RO) makes the final determination regarding your Medicare participation and the effective date of participation in accordance with the regulations at 42 CFR 489.13. Your organization is encouraged to share a copy of this Medicare recommendation letter with your State Survey Agency.

This recommendation applies to the following location(s):

Deerfield Medical Group Offices
49 South Waukegan Road, Deerfield, Deerfield, IL, 60015

Dermatology - Old Orchard
9933 Woods Drive, Skokie, IL, 60077

Des Plaines Internal Medicine

The Joint Commission

9301 Golf Road, Suite 302, Des Plaines, IL, 60016

Evanston Medical Office Building
1000 Central Street, Evanston, IL, 60201

Glenbrook Hospital Ambulatory Care Center
2180 Pfingsten Road, Glenview, IL, 60026

Glenbrook Medical East
1007 Church St., Suite 100, Evanston, IL, 60201

Glenbrook Medical West
211 Waukegan Road Suite 200, Northfield, IL, 60093

Glenbrook Professional Building
d/b/a NorthShore Medical Group
2050-2100 Pfingsten Rd., Glenview, IL, 60025

Gurnee Ambulatory Care Center
7900 Rollins Road, Gurnee, IL, 60031

Gurnee Pediatrics
6475 Washington St. Suite 103, Gurnee, IL, 60031

Lincolnshire Ambulatory Care Center
920 North Milwaukee Ave, Lincolnshire, IL, Lincolnshire, IL, 60069

Medical Imaging
1182 Northbrook Court, Northbrook, IL, 60062

Medical Offices Bannockburn
2151 Waukegan Road, Bannockburn, IL, 60015

Mount Prospect Primary Care
1329 Wolf Road, Mount Prospect, IL, 60056

Niles Ambulatory Care Center
6450 West Touhy Avenue, Niles, Niles, IL, 60714

North Shore Medical Group - Ravinia
1777 Green Bay Road, Suite 201, Highland Park, IL, 60035

North Suburban Medical Associates
101 Waukegan Road, Suite 1200, Lake Bluff, IL, 60044

NorthShore Medical Group - Family Practice

Headquarters
One Renaissance Boulevard
Oakbrook Terrace, IL 60181
630 792 5000 Voice

The Joint Commission

1162 Maple Ave, Mundelein, IL, 60060

NorthShore Orthopedics Institute
680 Lake Shore Drive, Chicago, IL, 60611

NorthShore University HealthSystem
d/b/a Evanston Hospital
2650 Ridge Avenue, Evanston, IL, 60201

NorthShore University HealthSystem
d/b/a Glenbrook Hospital
2100 Pfingsten Road, Glenview, IL, 60025

NorthShore University HealthSystem
d/b/a Highland Park Hospital
777 Park Avenue West, Highland Park, IL, 60035

NorthShore University HealthSystem
d/b/a Skokie Hospital
9600 Gross Point Road, Skokie, IL, 60076

NS - Lincolnwood Primary Care
6810 N. McCormick, Lincolnwood, IL, 60712

NS - Medical Group
767 Park Avenue West, Highland Park, IL, 60035

NS - Medical Group
9669 Kenton Avenue, Skokie, IL, 60076

NS - Vernon Hills
830 West End Court, Vernon Hills, IL, 60061

NS at Nordstrom
77 Old Orchard Shoppping Center, Skokie, IL, 60077

NS Dermatology
1160 Park Ave West, Highland Park, Highland Park, IL, 60035

NS Highland Park Specialty Care Center
757 Park Avenue West, Highland Park, IL, 60035

NS Medical Group
650 Lake Cook Road, Buffalo Grove, IL, 60089

NS Medical Group - Deerpath Physician Group

The Joint Commission

731 S. IL Route 21, Suite 130, Gurnee, IL, 60031

NS Medical Group - Glenview
1435 Waukegan Road, Glenview, IL, 60025

NS Medical Group Plastics/ENT
501 Skokie Blvd, Northbrook, IL, 60062

NS Northbrook Family Medicine
1885 Shermer Road, Northbrook, IL, 60062

NS Primary Care
15 Tower Court, Gurnee, IL, 60031

NS Rehabilitation Service
1000 Central Street, Evanston, IL, 60201

NS Rehabilitation Services, Evanston Athletic Club
1729 Benson Ave, Evanston, IL, 60201

NS Rehabilitation Services, Highland Park Hospital Fitness
1501 Busch Pkwy, Buffalo Grove, IL, 60089

NS Rehabilitation Services, Old Orchard
9977 Woods Drive, Skokie, IL, 60077

NS Rehabilitation Services, Park Center
2400 Chestnut, Glenview, IL, 60026

NS Rehabilitation Services, Pediatric Therapy Clinic
9977 Woods Drive, Skokie, IL, 60077

Park Center Specialty Suite
2400 Chestnut Ave Suite A, Glenview, IL, 60026

Professional Building
d/b/a ENH Medical Group/Psychiatry
909 Davis Street, Evanston, IL, 60201

Professional Building
9977 Woods Dr., Skokie, IL, 60077

Psychiatry- Glenview
2300 Lehigh, Suite 215, Glenview, IL, 60025

Skokie Ambulatory Care Center

The Joint Commission

9650 Gross Point Road, Skokie, IL, 60076

Therapeutic Day School
3633 West Lake Ave, Suite 200, Glenview, IL, 60025

Vernon Hills Specialty Care Center
225 N Milwaukee Ave, Vernon Hills, IL, 60061

Wilmette Primary Care
1515 Sheridan Road, Suite 31A, Wilmette, IL, 60091

Please be assured that The Joint Commission will keep the report confidential, except as required by law or court order. To ensure that The Joint Commission's information about your organization is always accurate and current, our policy requires that you inform us of any changes in the name or ownership of your organization or the health care services you provide.

Sincerely,

Mark Pelletier

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

cc: CMS/Central Office/Survey & Certification Group/Division of Acute Care Services
CMS/Regional Office 5 /Survey and Certification Staff

Headquarters
One Renaissance Boulevard
Oakbrook Terrace, IL 60181
630 792 5000 Voice

AMERICAN OSTEOPATHIC ASSOCIATION

BUREAU OF HEALTHCARE FACILITIES ACCREDITATION
HEALTHCARE FACILITIES ACCREDITATION PROGRAM

142 E. Ontario Street, Chicago, IL 60611-2864 312 202 8258 | 800-621-1773 X 8258

February 28, 2018

Anthony Guaccio
Chief Executive Officer
Swedish Covenant Hospital
5145 N California Ave
Chicago, IL 60625

Dear Mr. Guaccio:

The American Osteopathic Association's Bureau of Healthcare Facilities Accreditation (BHFA) reviewed the triennial Deficiency Assessment Report for your Acute Care Hospital and granted Full Accreditation with resurvey within 3 years and does recommend that the Centers for Medicare and Medicaid Services Regional Office (CMS, RO) approve continued deemed status for:

Program: Acute Care Hospital
CCN # 140114
HFAP ID: 119094
Triennial Survey Dates: 12/11/2017 – 12/14/2017
Plan(s) of Correction Received: 01/12/2018
Effective Date of Accreditation: 01/29/2018 – 01/29/2021

Swedish Covenant Hospital
5145 N California Ave
Chicago, IL 60625

Center for Ambulatory Surgery
Foster Medical Pavilion
5215 North California, Suite #800
Chicago, IL 60625

Outpatient Cardiac and Pulmonary Rehab
Galter LifeCenter
5157 N. Francisco, 2nd Floor
Chicago, IL 60625

Wound Care/Hyperbaric Treatment
Winona Building
2751 W. Winona, 3rd Floor
Chicago, IL 60625

CyberKnife Cancer Institute
160 E Illinois St.
Chicago, IL 60611

Outpatient Rehab Services
Galter LifeCenter, 1st and 2nd Floors
5157 N. Francisco
Chicago, IL 60625

Pain Management
Foster Medical Pavilion
5215 N. California, Suite #600
Chicago, IL 60625

Foster Medical Pavilion Lab and X-ray
5215 N. California, Suite #713
Chicago, IL 60625

Condition Level Deficiencies: ☒ None
(Use crosswalk and CFR citiations, if applicable):

Swedish Covenant Hospital does not have Swing Beds and was not surveyed under those standards.

Swedish Covenant Hospital has a DPU Rehab Unit and a DPU Psych Unit and was surveyed under those standards. The facility met the requirements for both units.

This accreditation decision was reached on February 21, 2018 by the BHFA's Executive Committee.

In reviewing your report, the Bureau of Healthcare Facilities Accreditation (BHFA) made the observations that are contained on the enclosed Bureau Progress Report and requires that an Interim Progress Report be received in the AOA Division of Healthcare Facilities Accreditation prior to **December 10, 2018.**

Sincerely,

Lawrence U. Haspel

Lawrence U. Haspel, D.O.
Chairman, Bureau of Healthcare Facilities Accreditation
The Healthcare Facilities Accreditation Program
LUH/CDC

c: CMS Central Office
Region V, CMS

The Joint Commission

January 3, 2018

Stephen Scogna
Chief Executive Officer

Northwest Community Hospital
800 West Central Road
Arlington Heights, IL 60005

Joint Commission ID #: 4656
Program: Hospital Accreditation
Accreditation Activity: 60-day Evidence of Standards Compliance
Accreditation Activity Completed: 01/03/2018

Dear Mr. Scogna:

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

- Comprehensive Accreditation Manual for Hospitals

This accreditation cycle is effective beginning October 21, 2017 and is customarily valid for up to 36 months. Please note, The Joint Commission reserves the right to shorten or lengthen the duration of the cycle.

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

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

Congratulations on your achievement.

Sincerely,

Mark Pelletier

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

#E-039-21

August 9, 2021

Anthony Guaccio
Chief Executive Officer
Swedish Covenant Hospital
5145 North California Avenue
Chicago, IL 60625-3661

Dear Mr. Guaccio:

Congratulations! HFAP's Survey Review Group has reviewed the triennial survey report for your Acute Care Hospital and has granted Full Accreditation for 3 years. This decision was reached on August 6, 2021.

In reviewing your survey report, the Survey Review Group made the observations contained on the Survey Progress Report. An Interim Progress Report is required to be submitted by **May 17, 2022.**

HFAP recommends the Centers for Medicare and Medicaid Services (CMS) approve deemed status for:

Swedish Covenant Hospital
5145 North California Avenue
Chicago, IL 60625-3661

Center for Ambulatory Surgery at Swedish Covenant
5215 North California Avenue
Foster Medical Pavilion
Chicago, IL 60625

Foster Medical Pavilion OP Lab and X-ray
5215 North California
Chicago, IL 60625

Galter Life Center - Cardiac Rehab
5157 North Francisco
Chicago, IL 60625

Galter Life Center - Diabetes Community Center
5157 North Francisco
Chicago, IL 60625

Galter Life Center - Pulmonary Rehab
5157 North Francisco
Chicago, IL 60625

Niles Infusion Center
6450 West Touhy
Niles, IL 60714

Program: Acute Care Hospital
CCN # 140114
HFAP ID: 119094
Triennial Survey Dates: 05/17/2021 – 05/20/2021
Plan(s) of Correction Received: 06/30/2021
Effective Date of Accreditation: 01/29/2021 – 01/29/2024

Sauganash ICC - Outpatient Physical Therapy
6141 North Cicero Avenue
Chicago, IL 60646

Swedish Covenant Hospital Hyperbaric Oxygen
Therapy
2751 West Winona
Chicago, IL 60625

Swedish Covenant Hospital Outpatient
Rehabilitation
5157 North Francisco
Chicago, IL 60625

Swedish Covenant Hospital Pain Center
5215 North California, Suite 600
Chicago, IL 60625

Swedish Covenant Hospital Wound Care
Center
2751 West Winona
Chicago, IL 60625

Condition Level Deficiencies: ☒ None

Swedish Covenant Hospital does not have Swing Beds and was not surveyed under those standards. Swedish Covenant Hospital has, a PPS Excluded Rehab Unit and a PPS Excluded Psych Unit and was surveyed under those standards. The organization met the requirements for PPS Excluded Rehab and Psych Units.

We're glad you are part of the HFAP family. As a reminder, to maintain continuous accreditation, you should plan to reapply nine months prior to your expiration date.

Sincerely,

Deanna Scatena

Deanna Scatena, RN, BSN
Associate Program Director

DS/co

cc: CMS Central Office
Region V, CMS

The Joint Commission

June 17, 2021

Stephen Scogna
President, Chief Executive Officer
Northwest Community Day Surgery Center II, LLC
675 West Kirchoff Road
Arlington Heights, IL 60005

Joint Commission ID #: 558537
Program: Ambulatory Health Care Accreditation
Accreditation Activity: Evidence of Standards Compliance
Accreditation Activity Completed : 6/17/2021

Dear Mr. Scogna:

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

<u>Comprehensive Accreditation Manual for Ambulatory Health Care</u>

This accreditation cycle is effective beginning February 20, 2021 and is customarily valid for up to 36 months. Please note, The Joint Commission reserves the right to shorten the duration of the cycle.

Please note, if your survey was conducted off-site (virtually): Your organization may be required to undergo an on-site survey once The Joint Commission has determined that conditions are appropriate to conduct on-site survey activity.

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

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

Congratulations on your achievement.

Sincerely,

Mark Pelletier

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

AAAHC

ACCREDITATION ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

grants this

CERTIFICATE OF ACCREDITATION

to

NORTHWEST ENDO CENTER, LLC

1415 S ARLINGTON HEIGHTS RD
ARLINGTON HEIGHTS, IL 60005

In recognition of its commitment to high quality care and patient safety.

117454
Organization Identification Number

JULY 26, 2023
The Award expires on the above date

TIMOTHY J. PETERSON, MD
Chair of the Board

NOEL M. ADACHI, MBA
President & CEO

AAAHC • 5250 OLD ORCHARD RD, STE 200 • SKOKIE, IL 60077
847.853.6060 • WWW.AAAHC.ORG

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

Dear Chair Savage:

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

1. NS-EE Holdings has not had any adverse action (as that term is defined in 77 Ill. Admin. Code §1130.140 against any Illinois health care facility owned and operated by it during the three-year period immediately prior to the filings of Certificate of Exemption ("COE") applications related to the change of control of (i) NorthShore University HealthSystem Evanston Hospital located at 2650 Ridge Avenue, Evanston, Illinois 60201; (ii) NorthShore University HealthSystem Glenbrook Hospital located at 2100 Pfingsten Road, Glenview, Illinois 60026; (iii) NorthShore University HealthSystem Highland Park Hospital located at 777 Park Avenue West, Highland Park, Illinois 60035; (iv) NorthShore University HealthSystem Skokie Hospital located at 9600 Gross Pointe Road, Skokie, Illinois 60076; (v) Swedish Hospital located at 5140 North California Avenue, Chicago, Illinois 60625; (vi) Northwest Community Hospital located at 850 West Central Road, Arlington Heights, Illinois 60005; (vii) Northwest Community Day Surgery Center II, LLC located at 675 West Kirchoff Road, Arlington Heights, Illinois 60005 (viii) Northwest Community Foot and Ankle Center, LLC located at 1455 East Golf Road, Des Plaines, Illinois 60016, (ix) Northwest Endo Center LLC located at 1415 South Arlington Heights Road, Arlington Heights, Illinois 60005, (x) Edward Hospital located at 801 South Washington Street, Naperville, Illinois 60540; (xi) Elmhurst Memorial Hospital located at 155 East Brush Hill Road, Elmhurst, Illinois 60126; (xii) Linden Oaks Behavioral Health located at 852 South West Street, Naperville, Illinois 60540 (xiii) Elmhurst Outpatient Surgery Center, LLC located at 1200 South York Road, Suite, 1400, Elmhurst, Illinois 60126, (xiv) Midwest Endoscopy Center, LLC located at 1243 Ricket Drive, Naperville, Illinois 60540 and (xv) Edward Plainfield Emergency Center located at 24600 West 127th Street Building A, Plainfield, Illinois 60585.

2. NS-EE Holdings authorizes the Illinois Health Facilities and Services Review Board ("HFSRB") and the Illinois Department of Public Health ("IDPH") to access information to verify documentation or information submitted by NS-EE Holdings in connection with

the COE filing requirements or to obtain any documentation or information which the HFSRB or IDPH finds pertinent to the COE applications noted above.

Sincerely,

Gerald P. Gallagher
President and Chief Executive Officer
NS-EE Holdings

Subscribed and sworn to me
This 14th day of September 2021

Barbara M. Holland
Notary Public

OFFICIAL SEAL
BARBARA M HOLLAND
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 09/04/23

79685573.1

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

Dear Chair Savage:

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

1. NorthShore University HealthSystem has not had any adverse action (as that term is defined in 77 Ill. Admin. Code §1130.140 against any Illinois health care facility owned and operated by it during the three-year period immediately prior to the filings of Certificate of Exemption ("COE") applications related to the change of control of (i) NorthShore University HealthSystem Evanston Hospital located at 2650 Ridge Avenue, Evanston, Illinois 60201; (ii) NorthShore University HealthSystem Glenbrook Hospital located at 2100 Pfingsten Road, Glenview, Illinois 60026; (iii) NorthShore University HealthSystem Highland Park Hospital located at 777 Park Avenue West, Highland Park, Illinois 60035; (iv) NorthShore University HealthSystem Skokie Hospital located at 9600 Gross Pointe Road, Skokie, Illinois 60076; (v) Swedish Hospital located at 5140 North California Avenue, Chicago, Illinois 60625; (vi) Northwest Community Hospital located at 850 West Central Road, Arlington Heights, Illinois 60005; (vii) Northwest Community Day Surgery Center II, LLC located at 675 West Kirchoff Road, Arlington Heights, Illinois 60005 (viii) Northwest Community Foot and Ankle Center, LLC located at 1455 East Golf Road, Des Plaines, Illinois 60016, (ix) Northwest Endo Center LLC located at 1415 South Arlington Heights Road, Arlington Heights, Illinois 60005, (x) Edward Hospital located at 801 South Washington Street, Naperville, Illinois 60540; (xi) Elmhurst Memorial Hospital located at 155 East Brush Hill Road, Elmhurst, Illinois 60126; (xii) Linden Oaks Behavioral Health located at 852 South West Street, Naperville, Illinois 60540 (xiii) Elmhurst Outpatient Surgery Center, LLC located at 1200 South York Road, Suite, 1400, Elmhurst, Illinois 60126, (xiv) Midwest Endoscopy Center, LLC located at 1243 Ricket Drive, Naperville, Illinois 60540 and (xv) Edward Plainfield Emergency Center located at 24600 West 127th Street Building A, Plainfield, Illinois 60585.

2. NorthShore University HealthSystem authorizes the Illinois Health Facilities and Services Review Board ("HFSRB") and the Illinois Department of Public Health ("IDPH") to access information to verify documentation or information submitted by NorthShore University HealthSystem in connection with the COE filing requirements or to obtain any

documentation or information which the HFSRB or IDPH finds pertinent to the COE applications noted above.

Sincerely,

Gerald P. Gallagher
President and Chief Executive Officer
NorthShore University HealthSystem

Subscribed and sworn to me
This 14th day of September, 2021

Barbara M. Holland
Notary Public

OFFICIAL SEAL
BARBARA M HOLLAND
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 09/04/23

79686590.1

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

Dear Chair Savage:

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

1. Northwest Community Healthcare has not had any adverse action (as that term is defined in 77 Ill. Admin. Code §1130.140 against any Illinois health care facility owned and operated by it during the three-year period immediately prior to the filings of Certificate of Exemption ("COE") applications related to the change of control of (i) NorthShore University HealthSystem Evanston Hospital located at 2650 Ridge Avenue, Evanston, Illinois 60201; (ii) NorthShore University HealthSystem Glenbrook Hospital located at 2100 Pfingsten Road, Glenview, Illinois 60026; (iii) NorthShore University HealthSystem Highland Park Hospital located at 777 Park Avenue West, Highland Park, Illinois 60035; (iv) NorthShore University HealthSystem Skokie Hospital located at 9600 Gross Pointe Road, Skokie, Illinois 60076; (v) Swedish Hospital located at 5140 North California Avenue, Chicago, Illinois 60625; (vi) Northwest Community Hospital located at 850 West Central Road, Arlington Heights, Illinois 60005; (vii) Northwest Community Day Surgery Center II, LLC located at 675 West Kirchoff Road, Arlington Heights, Illinois 60005 (viii) Northwest Community Foot and Ankle Center, LLC located at 1455 East Golf Road, Des Plaines, Illinois 60016, (ix) Northwest Endo Center LLC located at 1415 South Arlington Heights Road, Arlington Heights, Illinois 60005, (x) Edward Hospital located at 801 South Washington Street, Naperville, Illinois 60540; (xi) Elmhurst Memorial Hospital located at 155 East Brush Hill Road, Elmhurst, Illinois 60126; (xii) Linden Oaks Behavioral Health located at 852 South West Street, Naperville, Illinois 60540 (xiii) Elmhurst Outpatient Surgery Center, LLC located at 1200 South York Road, Suite, 1400, Elmhurst, Illinois 60126, (xiv) Midwest Endoscopy Center, LLC located at 1243 Ricket Drive, Naperville, Illinois 60540 and (xv) Edward Plainfield Emergency Center located at 24600 West 127th Street Building A, Plainfield, Illinois 60585.

2. Northwest Community Healthcare authorizes the Illinois Health Facilities and Services Review Board ("HFSRB") and the Illinois Department of Public Health ("IDPH") to access information to verify documentation or information submitted by Northwest Community Healthcare in connection with the COE filing requirements or to obtain any documentation or information which the HFSRB or IDPH finds pertinent to the COE applications noted above.

Sincerely,

Stephen Scogna
President and Chief Executive Officer
Northwest Community Healthcare

Subscribed and sworn to me
This 14 day of SEPT., 2021

Glenda Mertis Peterson
Notary Public

Official Seal
Glenda Mertis Peterson
Notary Public State of Illinois
My Commission Expires 09/04/2024

79762821.1

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

Dear Chair Savage:

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

1. Northwest Community Foot and Ankle Center, LLC has not had any adverse action (as that term is defined in 77 Ill. Admin. Code §1130.140 against any Illinois health care facility owned and operated by it during the three-year period immediately prior to the filings of Certificate of Exemption ("COE") applications related to the change of control of (i) NorthShore University HealthSystem Evanston Hospital located at 2650 Ridge Avenue, Evanston, Illinois 60201; (ii) NorthShore University HealthSystem Glenbrook Hospital located at 2100 Pfingsten Road, Glenview, Illinois 60026; (iii) NorthShore University HealthSystem Highland Park Hospital located at 777 Park Avenue West, Highland Park, Illinois 60035; (iv) NorthShore University HealthSystem Skokie Hospital located at 9600 Gross Pointe Road, Skokie, Illinois 60076; (v) Swedish Hospital located at 5140 North California Avenue, Chicago, Illinois 60625; (vi) Northwest Community Hospital located at 850 West Central Road, Arlington Heights, Illinois 60005; (vii) Northwest Community Day Surgery Center II, LLC located at 675 West Kirchoff Road, Arlington Heights, Illinois 60005 (viii) Northwest Community Foot and Ankle Center, LLC located at 1455 East Golf Road, Des Plaines, Illinois 60016, (ix) Northwest Endo Center LLC located at 1415 South Arlington Heights Road, Arlington Heights, Illinois 60005, (x) Edward Hospital located at 801 South Washington Street, Naperville, Illinois 60540; (xi) Elmhurst Memorial Hospital located at 155 East Brush Hill Road, Elmhurst, Illinois 60126; (xii) Linden Oaks Behavioral Health located at 852 South West Street, Naperville, Illinois 60540 (xiii) Elmhurst Outpatient Surgery Center, LLC located at 1200 South York Road, Suite, 1400, Elmhurst, Illinois 60126, (xiv) Midwest Endoscopy Center, LLC located at 1243 Ricket Drive, Naperville, Illinois 60540 and (xv) Edward Plainfield Emergency Center located at 24600 West 127th Street Building A, Plainfield, Illinois 60585.

2. Northwest Community Foot and Ankle Center, LLC authorizes the Illinois Health Facilities and Services Review Board ("HFSRB") and the Illinois Department of Public Health ("IDPH") to access information to verify documentation or information submitted by Northwest Community Foot and Ankle Center, LLC in connection with the COE filing requirements or to obtain any documentation or information which the HFSRB or IDPH finds pertinent to the COE applications noted above.

Sincerely,

Stephen Scogna
Manager
Northwest Community Foot and Ankle Center, LLC

Subscribed and sworn to me
This 14 day of SEPT., 2021

Glenda Mertis Peterson
Notary Public

Official Seal
Glenda Mertis Peterson
Notary Public State of Illinois
My Commission Expires 09/04/2024

Section III, Change of Ownership (CHOW)
Criterion 1130.520 Requirements for Exemptions Involving the Change of Ownership of a Health Care Facility

Applicable Review Criteria – CHOW

1. **1130.520(b)(1)(A) – Names of the Parties**

   NCFAC is the operator/licensee of the hospital.

   Northwest Community Healthcare is the parent of NCFAC.

   NorthShore University HealthSystem is the sole corporate member of Northwest Community Healthcare.

   NS-EE Holdings will be the sole member of NorthShore University HealthSystem.

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

   NorthShore University Health System, an Illinois not-for-profit corporation ("NorthShore") and Edward-Elmhurst Health, an Illinois not-for-profit ("EEH") intend to enter into an affiliation transaction whereby a new parent entity, NS-EE Holdings, will be formed to serve as the sole corporate parent of the two existing health systems, NorthShore and EEH. The planned transaction is scheduled to close December 31, 2021 or as soon thereafter as all closing conditions have been satisfied.

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

   Northwest Community Foot and Ankle Center LLC

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

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

5. **1130.520(b)(1)(F) – Fair Market Value of Northwest Community Foot and Ankle Center**

   $191,000

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

   No consideration (money, property or other assets) will be exchanged between NorthShore and EEH in connection with the affiliation agreement.

7. **1130.520(b)(2) – Affirmations**

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

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

Not applicable

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

NorthShore and EEH are aligning to become a regional, community-focused healthcare system. The affiliation will enhance delivery of top-quality primary and specialty care services, provide broad geographic access for patients, and advance the health of the communities served. By coming together, patients throughout the region will benefit from nine hospitals, including one behavioral health hospital, an exemplary physician network, including employed and independent physicians and many convenient outpatient access points. The parties will work to define and implement the integration of the health systems in a manner that:

- Furthers the charitable missions of NorthShore and EEH in meeting the needs of their communities with a commitment to care for the vulnerable and underserved;
- Continues to expand and improve patient access to comprehensive, convenient, high quality, inpatient and outpatient healthcare throughout the communities, including advanced specialty care and behavioral health services;
- Continues to improve and manage the health status of the population of the communities served by the combined system;
- Continues to invest in facilities, equipment, network developments and information technology;
- Promotes community health and well-being through enhanced patient care;
- Builds the medical community through strongly aligned relationships and enhanced education and developmental opportunities among primary care, core specialist, subspecialist, group practice physicians and other members of the staff;
- Enhances sound stewardship through the efficient delivery of all services, resulting in favorable financial performance for the system entities;
- Develops a comprehensive delivery system, focusing on coordinated care, positive outcomes and quality of life for patients;
- Enhances patient, physician, and payor preference through a focus on access, quality, cost and value; and
- Enhances community benefit and public policy advocacy.

The parties believe this transaction will result in delivering superior value and quality to patients, physicians and payers, and will also be in the best interests of the community at large.

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

The planned transaction will present opportunities to improve health care delivery and access to services provided in the combined system's service area in a manner that results in cost savings and other efficiencies that will ensure that NorthShore and EEH can more effectively continue their shared charitable mission and purposes. Such opportunities will likely include initiatives for integration of information technology and system-wide support functions with the goal of enhancing operational efficiency, as well as clinical integration to support strong performance in value-driven initiatives that can improve outcomes while reducing total cost of care.

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

NorthShore and EEH share a commitment to a culture of quality, safety, service and evidence-based practices. By aspiring to consistently engage in process improvement and improve consistency to meet the highest standards for quality and patient satisfaction, NorthShore and EEH will continue to advance the commitment to delivering care that is of the highest quality and eliminates preventable harm. It is also anticipated that NorthShore and EEH will evaluate opportunities to integrate their quality plans toward the development of a System-wide quality plan after the closing of the planned transaction.

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

Upon consummation of the transaction, the Board of Directors of NS-E Holdings will be comprised of community members representing NorthShore, EEH, Swedish Hospital and Northwest Community Hospital.

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

There will no changes to the Categories of Service provided at NCFAC within 24 months following the closing of the planned transaction, unless it applies for and obtains approval from the State Board to make any adjustments necessary to best address the health care needs of the community served by NCFAC.

Section IV – Charity Care Information

The table below provides charity care information for the most recent three years for NorthShore University HealthSystem and Northwest Community Foot and Ankle Center.

NORTHSHORE UNIVERSITY HEALTHSYSTEM CHARITY CARE			
	2018	**2019**	**2020**
Net Patient Revenue	**$1,295,160,316**	**$1,407,899,750**	**$1,513,478,270**
Amount of Charity Care (charges)	$70,231,298	$73,166,467	$107,018,451
Cost of Charity Care	$17,190,094	$18,270,106	$25,585,883

NORTHWEST COMMUNITY FOOT AND ANKLE CENTER CHARITY CARE			
	2017	**2018**	**2019**
Net Patient Revenue	**$233,812**	**$1,166,913**	**$2,092,396**
Amount of Charity Care (charges)	$0	$9,211	$7,460
Cost of Charity Care	$0	$0	$2,601

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

INDEX OF ATTACHMENTS