

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: Midwest Endoscopy Center       |                          |                       |
| Street Address: 1243 Rickert Drive            |                          |                       |
| City and Zip Code: Naperville, Illinois 60540 |                          |                       |
| County: DuPage                                | Health Service Area: 007 | Health Planning Area: |

**Legislators**

|  |
|--|
| State Senator Name: Laura Ellman           |
| State Representative Name: Janet Yang Rohr |

**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**

|  |  |
|--|--|
| <input checked="" type="checkbox"/> Non-profit Corporation | <input type="checkbox"/> Partnership         |
| <input type="checkbox"/> For-profit Corporation            | <input type="checkbox"/> Governmental        |
| <input type="checkbox"/> Limited Liability Company         | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Other                             | <input type="checkbox"/>                     |

- 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 Avenue, Evanston, Illinois 60201                                 |
| Telephone Number: 847-570-2000   |
| E-mail Address: <a href="mailto:sbautista@northshore.org">sbautista@northshore.org</a> |

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: Midwest Endoscopy Center       |                          |                       |
| Street Address: 1243 Rickert Drive            |                          |                       |
| City and Zip Code: Naperville, Illinois 60540 |                          |                       |
| County: DuPage                                | Health Service Area: 007 | Health Planning Area: |

**Legislators**

|  |
|--|
| State Senator Name: Laura Ellman           |
| State Representative Name: Janet Yang Rohr |

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

|   |
|---|
| Exact Legal Name: Edward-Elmhurst Healthcare                    |
| Street Address: 801 South Washington Street                     |
| City and Zip Code: Naperville, Illinois 60540                   |
| Name of Registered Agent: Chris J. Mollet                       |
| Registered Agent Street Address: 4201 Winfield Drive            |
| Registered Agent City and Zip Code: Warrenville, Illinois 60555 |
| Name of Chief Executive Officer: Mary Lou Mastro                |
| CEO Street Address: 801 South Washington Street                 |
| CEO City and Zip Code: Naperville, Illinois 60540               |
| CEO Telephone Number: 630-527-3010                              |

**Type of Ownership of Applicants**

|  |  |
|--|--|
| <input checked="" type="checkbox"/> Non-profit Corporation | <input type="checkbox"/> Partnership         |
| <input type="checkbox"/> For-profit Corporation            | <input type="checkbox"/> Governmental        |
| <input type="checkbox"/> Limited Liability Company         | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Other                             |  |

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

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

**Primary Contact** [Person to receive ALL correspondence or inquiries]

|  |
|--|
| Name: 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: <a href="mailto:sbautista@northshore.org">sbautista@northshore.org</a> |

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: Midwest Endoscopy Center       |                          |                       |
| Street Address: 1243 Rickert Drive            |                          |                       |
| City and Zip Code: Naperville, Illinois 60540 |                          |                       |
| County: DuPage                                | Health Service Area: 007 | Health Planning Area: |

**Legislators**

|  |
|--|
| State Senator Name: Laura Ellman           |
| State Representative Name: Janet Yang Rohr |

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

|   |
|---|
| Exact Legal Name: Midwest Endoscopy Center, LLC                 |
| Street Address: 1243 Rickert Drive                              |
| City and Zip Code: Naperville, Illinois 60540                   |
| Name of Registered Agent: Chris J. Mollet                       |
| Registered Agent Street Address: 4201 Winfield Drive            |
| Registered Agent City and Zip Code: Warrenville, Illinois 60555 |
| Name of Chief Executive Officer: Joseph Dant                    |
| CEO Street Address: 801 South Washington Street                 |
| CEO City and Zip Code: Naperville, Illinois 60540               |
| CEO Telephone Number: 630-527-3010                              |

**Type of Ownership of Applicants**

|   |  |
|---|--|
| <input type="checkbox"/> Non-profit Corporation               | <input type="checkbox"/> Partnership         |
| <input type="checkbox"/> For-profit Corporation               | <input type="checkbox"/> Governmental        |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Other                                |  |

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

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

**Primary Contact** [Person to receive ALL correspondence or inquiries]

|  |
|--|
| Name: 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: <a href="mailto:sbautista@northshore.org">sbautista@northshore.org</a> |

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

|  |
|--|
| Name: Chris Mollet                                       |
| Title: System EVP, General Counsel                       |
| Company Name: Edward-Elmhurst Health                     |
| Address: 4201 Winfield Road, Warrenville, Illinois 60555 |
| Telephone Number:  |
| E-mail Address: Chris.Mollet@EEHealth.org                |
| Fax Number:  |

**Post Exemption Contact**

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

|  |
|--|
| Name: 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: <a href="mailto:sbautista@northshore.org">sbautista@northshore.org</a> |
| Fax Number:  |

**Site Ownership after the Project is Complete**

[Provide this information for each applicable site]

|   |
|---|
| Exact Legal Name of Site Owner: 75 <sup>th</sup> Street Properties, LLC   |
| Address of Site Owner: 806 Red Stable Way, Oak Brook, Illinois 60523  |
| Street Address or Legal Description of the Site: 1243 Rickert Drive, Naperville, Illinois 60540   |
| <b>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.</b> |
| <b>APPEND DOCUMENTATION AS ATTACHMENT 2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>   |

**Current Operating Identity/Licensee**

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

|   |   |                          |
|---|---|--------------------------|
| Exact Legal Name: Midwest Endoscopy Center, LLC   |   |                          |
| Address: 1243 Rickert Drive, Naperville, Illinois 60540   |   |                          |
| <input type="checkbox"/> Non-profit Corporation<br><input type="checkbox"/> For-profit Corporation<br><input checked="" type="checkbox"/> Limited Liability Company<br><input type="checkbox"/> Other | <input type="checkbox"/> Partnership<br><input type="checkbox"/> Governmental<br><input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> |

**Operating Identity/Licensee after the Project is Complete**

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

Exact Legal Name: Midwest Endoscopy Center, LLC

Address: 1243 Rickert Drive, Naperville, Illinois 60540

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

- ☐ Partnership  
☐ Governmental  
☐ Sole Proprietorship

☐

- Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.
- Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.
- Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.**

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

**Organizational Relationships**

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

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

**Narrative Description**

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

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: \$ \_\_\_\_\_  
 Fair Market Value: \$ \_\_\_\_\_

**Project Status and Completion Schedules**

**Outstanding Permits:** Does the facility have any projects for which the State Board issued a permit that is not complete? Yes 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.

Edward-Elmhurst Health Woodridge Medical Office Building (Proj. No. 20-018)

- CON permit approved June 23, 2020
- Financial commitment occurred on September 17, 2020
- Project completion anticipated on August 1, 2021

**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
  - ☐ 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.**

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

### CERTIFICATION

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

- 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

Gerald P. Gallagher

Printed Name

President & Chief Executive Officer

Printed Title

  
Signature

Doug Welday

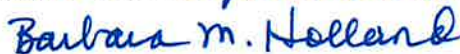
Printed Name

Chief Financial Officer

Printed Title

Notarization:

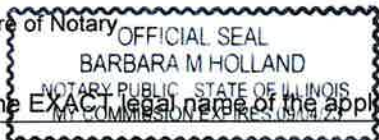
Subscribed and sworn to before me  
this 14<sup>th</sup> day of September 2021



Signature of Notary

Seal

\*Insert the EXACT legal name of the applicant



Notarization:

Subscribed and sworn to before me  
this 14<sup>th</sup> day of September 2021



Signature of Notary

Seal



**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 Edward-Elmhurst 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.

*Mary Lou Mastro*  
Signature

Mary Lou Mastro

Printed Name

System CEO

Printed Title

*Denise Chamberlain*  
Signature

Denise Chamberlain

Printed Name

System EVP and Chief Financial Officer

Printed Title

Notarization:

Subscribed and sworn to before me  
this 10 day of September, 2021

*Fabiola Y. Garcia*  
Signature of Notary

Seal



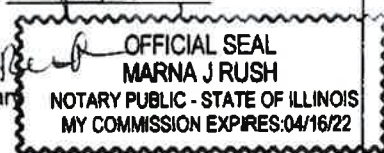
FABIOLA Y. GARCIA  
OFFICIAL SEAL  
Notary Public, State of Illinois  
My Commission Expires  
February 11, 2024

Notarization:

Subscribed and sworn to before me  
this 10 day of September, 2021

*Marna J. Rush*  
Signature of Notary

Seal



\*Insert the EXACT legal name of the applicant

## **MIDWEST ENDOSCOPY CENTER, LLC**

1243 Rickert Drive, Naperville, IL 60540 Telephone 630-527-6450 Fax 630-527-6456

**DINESH JAIN, M.D.**  
**SUSHAMA GUNDLAPALLI, M.D.**  
**DARREN KASTIN, M.D.**  
**GONZALO PANDOLFI, M.D.**  
**SHIVANI KIRILUK, D.O.**  
**PRAVEEN METTU, M.D.**  
**ADITYA DHOLAKIA, D.O.**  
**ABHISHEK BHANDARI, M.D.**  
**NIKHIL SETH, M.D.**

### **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 Midwest Endoscopy 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.

Dinesh Jain  
Signature

Dr. Dinesh Jain

Printed Name

Board Member

Printed Title

Notarization:

Subscribed and sworn to before me  
this 10 day of Sept 2021

Kelly J Pancamo  
Signature of Notary



Seal

\*Insert the EXACT legal name of the applicant

Mary Lou Mastro  
Signature

MARY LOU MASTRO  
Printed Name

SYSTEM CEO  
Printed Title

Notarization:

Subscribed and sworn to before me  
this 13 day of September 2021

Signature of Notary

Kathleen E Donato



Seal

**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:**

| <b>APPLICABLE REVIEW CRITERIA</b>  | <b>CHOW</b> |
|--|-------------|
| 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           |

| APPLICABLE REVIEW CRITERIA   | CHOW |
|--|------|
| 1130.520(b)(4) - A statement as to the anticipated benefits of the proposed changes in ownership to the community  | X    |
| 1130.520(b)(5) - The anticipated or potential cost savings, if any, that will result for the community and the facility because of the change in ownership;  | X    |
| 1130.520(b)(6) - A description of the facility's quality improvement program mechanism that will be utilized to assure quality control;  | X    |
| 1130.520(b)(7) - A description of the selection process that the acquiring entity will use to select the facility's governing body;  | X    |
| 1130.520(b)(9)- A description or summary of any proposed changes to the scope of services or levels of care currently provided at the facility that are anticipated to occur within 24 months after acquisition. | X    |
| <b>APPEND DOCUMENTATION AS <u>ATTACHMENT 6</u>, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>   |      |

**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 |
| <b>Net Patient Revenue</b>       |      |      |      |
| 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, Edward Elmhurst Healthcare and Midwest Endoscopy Center, LLC (collectively, the "Applicants") are attached at Attachment – 1.

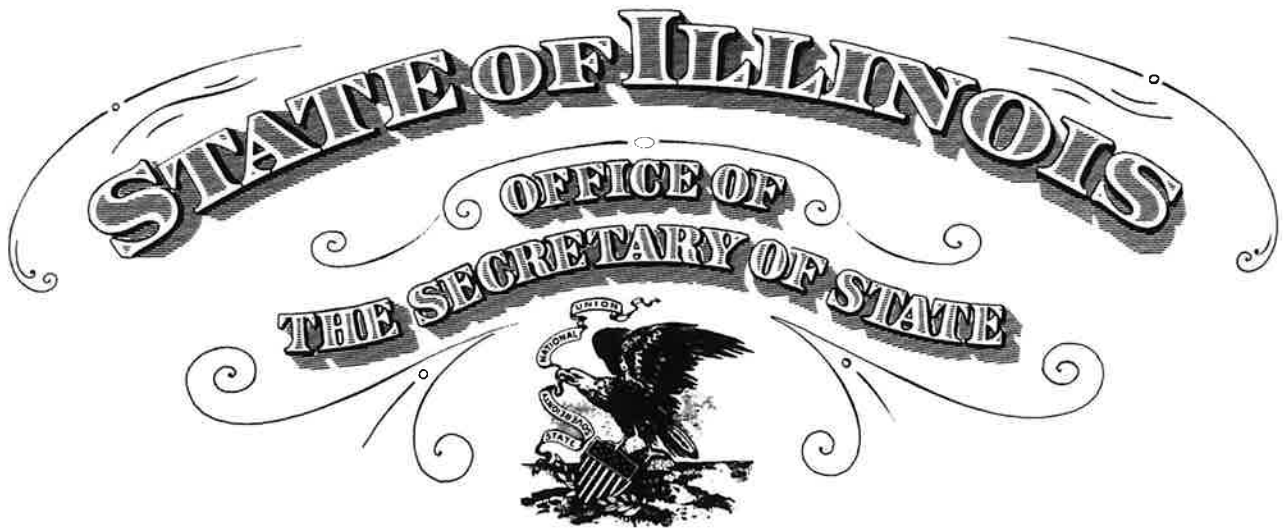
Edward-Elmhurst Healthcare ("EEH") is the ultimate parent of Midwest Endoscopy Center, LLC

Midwest Endoscopy Center, LLC is the operator/licensee of the ambulatory surgical treatment center.

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

File Number

7305-903-8



***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 .***

*Jesse White*

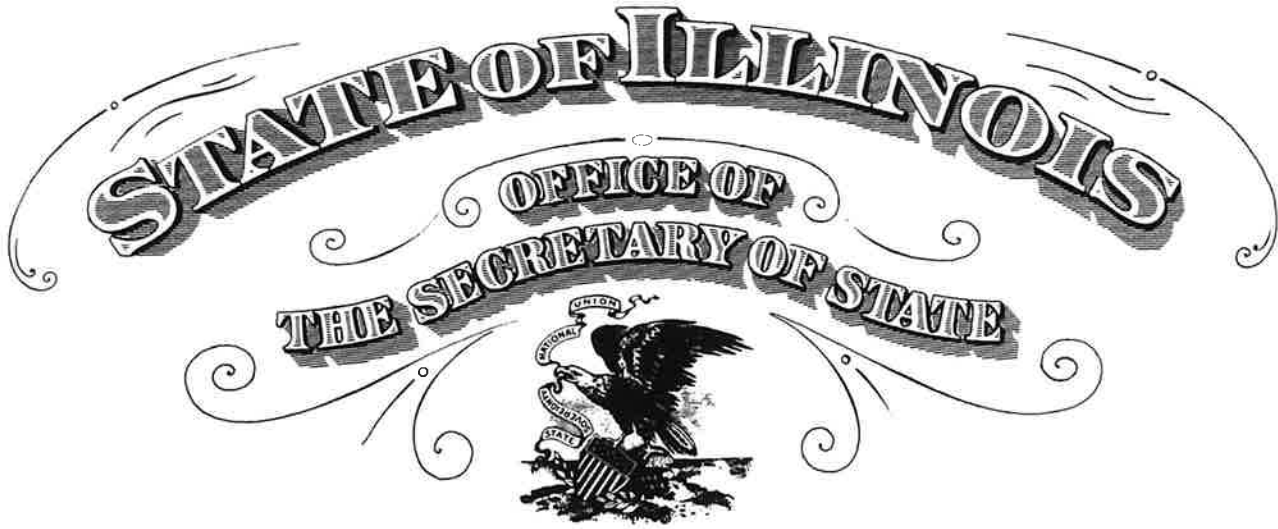
SECRETARY OF STATE

Authentication #: 2125703034 verifiable until 09/14/2022

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

File Number

5464-307-1



***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***

EDWARD-ELMHURST HEALTHCARE, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 27, 1987, 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 .***

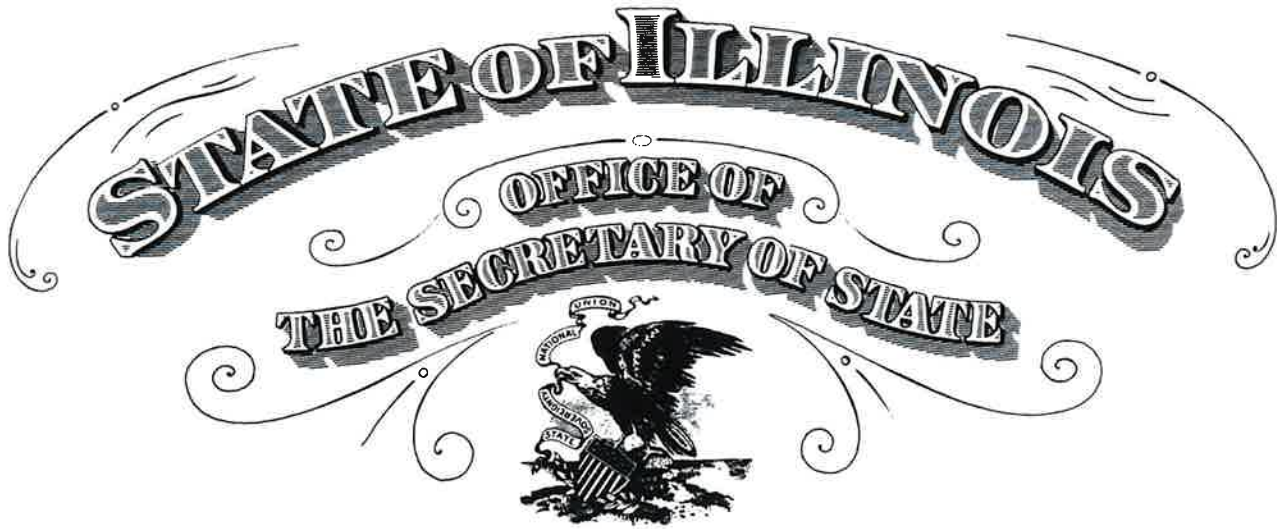
*Jesse White*

SECRETARY OF STATE

Authentication #: 2124600982 verifiable until 09/03/2022  
Authenticate at: <http://www.ilsos.gov>

File Number

0115917-8



***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***

MIDWEST ENDOSCOPY CENTER, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON APRIL 09, 2004, 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 .***

*Jesse White*

SECRETARY OF STATE

Authentication #: 2124601096 verifiable until 09/03/2022  
Authenticate at: <http://www.ilsos.gov>

**Section I, Identification, General Information, and Certification**

**Site Ownership**

The lease between DJSB, LLC and Midwest Endoscopy Center, LLC to lease the premises located at 1243 Ricket Drive, Naperville, Illinois is attached at Attachment - 2.

mec

Execution Version

original

**LEASE**

THIS LEASE is made and entered into effective as of the third day of January, 2014 (the "Effective Date") by and between DJSB, LLC an Illinois limited liability company (hereinafter "Landlord") and Midwest Endoscopy Center, LLC, an Illinois limited liability company (hereinafter "Tenant").

**WITNESSETH**

WHEREAS, Landlord is the owner of a professional medical building located at 1243 Rickert Drive, Naperville, Illinois (the "Building"); and

WHEREAS, Landlord and Tenant have entered into that certain Lease dated September 15, 2007 (the "2007 Lease") for Tenant's use of office space in the Building; and

WHEREAS, as of the Effective Date, Landlord and Tenant have agreed that the 2007 Lease shall terminate and be of no further force and effect, except for such rights and obligations which by their express terms survive the early termination of the 2007 Lease.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties hereby acknowledge and agree, as of the Effective Date, as follows:

1. **GENERAL PROVISIONS.** The following terms shall have the meaning set forth in this Section unless specifically modified by other provisions of this Lease:

- 1.1 **Date of Lease:** Effective Date.
- 1.2 **Building:** The professional medical building containing approximately 13,085 rentable square feet, located at 1243 Rickert Drive, Naperville, Illinois, together with the land and other improvements and facilities appurtenant thereto.
- 1.3 **Premises:** Suite 2 containing approximately 5,943<sup>mec</sup> rentable square feet of floor area on the 1st floor of the Building, as shown on the miniature floor plans attached hereto as Exhibit A.
- 1.4 **Common Areas:** The areas and facilities of the Building not regularly and customarily leased for exclusive use of tenants, including, but not limited to, any entranceways, vestibules, common hallways and stairs, restrooms, elevators, loading areas, parking areas, driveways, walks and landscaped areas.
- 1.5 **Term:** The initial term ("Initial Term") shall begin on the Effective Date (the "Commencement Date"), and end at 11:59 pm of the last day of the tenth Lease Year (the "Expiration Date").

Tenant shall have the option to renew the Lease for two (2) additional five (5) year terms on the same terms in effect as of the Expiration Date of the Initial Term or the expiration date of the first five (5) year renewal term by written notice given to Landlord at least six (6) months prior and not more than twelve (12) months prior to the Expiration Date of the Initial Term or the expiration date of the first five (5) year renewal term. The Initial Term, first five (5) year renewal term and second five (5) year renewal term shall be collectively referred to in this Lease as the "Term". The first five (5) year renewal option and second five (5) year renewal option shall be collectively referred to as the "Five (5) Year Renewal Options".

- 1.6 Base Rent: For the first Lease Year, triple net Base Rent ("Base Rent") in the amount of \$267,435 annually at the rate of forty-five dollars \$45 per square foot of Premises payable in the amount of \$22,286.25 per month. Effective as of the commencement of the second Lease Year and each Lease Year anniversary thereafter through the fifth Lease Year, Base Rent shall increase in accordance with the Rent Schedule set forth in Exhibit C (\$1.00 per square foot of Premises for each Lease Year after the first Lease Year through the fifth Lease Year). Base Rent shall be subject to adjustment effective as of the commencement of the sixth Lease Year, the 11<sup>th</sup> Lease Year (if the 1<sup>st</sup> Five (5) Year Renewal Option is exercised), and the 16<sup>th</sup> Lease Year (if the 2<sup>nd</sup> Five (5) Year Renewal Option is exercised) (each the "Base Rent Reset Date"), as provided in Exhibit D. This rent schedule may be adjusted to reflect additional area leased by Tenant after the date of this Lease or as otherwise provided in this Lease.
- 1.7 Monthly Additional Rent: Tenant pays additional rent as further set forth in this Lease.
- 1.8 Tenant's Proportionate Share: 45.42% determined as the ratio of the rentable floor area in the Premises to the total rentable floor area in the Building plus additional cost of HVAC for Tenant, subject to adjustment from time to time to reflect any changes in such floor area.
- 1.9 Permitted Use: Any lawful medical/office use, including without limitation

use as an ambulatory surgery center.

- 1.10 Landlord's Address for Notices: DJSB, LLC  
c/o Suburban Gastroenterology, Ltd.  
1243 Rickert Drive  
Naperville, Illinois 60564
- 1.11 Tenant's Address for Notices: Midwest Endoscopy Center, LLC  
1243 Rickert  
Naperville, Illinois 60564
- 1.12 Initial Security Deposit: \$0
- 1.13 Exhibits: A – Floor Plan  
B – Rules and Regulations  
C – Rent Schedule  
D – Fair Market Rental Rate Reset

2. GRANT AND TERM. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises for the Term and upon all of the other terms, conditions and provisions of this Lease. The Initial Term of this Lease shall commence on the Commencement Date and shall end on the Expiration Date set forth in Section 1.5 unless extended pursuant to Tenant's Five Year Renewal Options or sooner terminated as provided herein. Tenant hereby acknowledges and agrees that the condition of the Premises is acceptable "As Is." As used herein, "Lease Year" means a period of twelve (12) full and consecutive calendar months. The initial Lease Year shall begin on the Commencement Date and end on the last day of the month preceding the first anniversary of the Commencement Date; provided, however, if the Commencement Date does not occur on the first day of a calendar month, then the Initial Lease Year shall begin on the Commencement Date and end on the last day of the month which contains the first anniversary thereof. Each succeeding Lease Year shall begin upon the termination of the preceding Lease Year.

3. RENT. Tenant agrees to pay to Landlord at Landlord's address set forth in Section 1.10 or such other place designated by Landlord, without prior demand or notice, the rent for the Premises consisting of Base Rent set forth in Section 3.1, Tenant's Proportionate Share of the Taxes set forth in Section 3.2, Tenant's Proportionate Share of the Operating Costs set forth in Section 3.3 and any other additional payments due under this Lease. The obligation of Tenant to pay rent is hereby declared to be an independent covenant.

3.1 Base Rent. The amount specified in Section 1.6 shall be payable in advance on the first day of each month during the Term. In the event the Commencement Date is not the

first day of a calendar month, the rent for such partial month shall be prorated based upon the actual number of days of the Term during such month. The parties hereto agree that the Base Rent payable under the terms of this Lease shall be free from any deduction, offset or counterclaim by reason of any obligation of Landlord or any other reason and all of the provisions of this Lease shall be construed and interpreted to such end.

3.2 Taxes. Tenant shall pay to Landlord, as additional rent, Tenant's Proportionate Share of Taxes in accordance with Section 3.4 below. Tenant's obligations under this Section shall survive the expiration of the Term of this Lease. As used herein, "Taxes" means and includes any tax, assessment or charge of any kind now or hereafter levied, assessed or imposed upon or against the land and/or Improvements comprising the Building or the operation thereof or any tax, assessment or charge in lieu of and/or in addition to all or any portion of the foregoing, and all reasonable costs and fees incurred by Landlord in contesting same and/or negotiating with the public authorities as to same. Taxes shall not include any transfer, estate, inheritance, succession or gift tax imposed with respect to any devise or gift of any interest of Landlord in the Building nor any income tax imposed on Landlord's income from the Building.

3.3 Operating Costs. Tenant shall pay to Landlord, as additional rent, Tenant's Proportionate Share of Operating Costs in accordance with Section 3.4 below. Tenant's obligations under this Section shall survive the expiration of the Term of this Lease. As used herein "Operating Costs" shall mean all sums expended or obligations incurred by Landlord with respect to the Building, whether or not now foreseen, (including reasonably foreseeable expenditures not occurring annually), including, but not limited to, salaries, fringe benefits, taxes and related costs of employees who are engaged on site in providing operation, maintenance, management or security for the Building; insurance covering hazards, casualties, liabilities and potential losses; license, permit and inspection fees; management fees payable to a third party and/or to Landlord or its affiliates, provided the total of all such management fees shall be commercially reasonable; reasonable auditors' fees and such legal fees as are incurred in the management and operation of the Building, excepting, legal fees directly related to leasing, enforcement of existing leases and financing; materials and supplies, including charges for telephone, postage and supplies; repairs and maintenance of the Building, including costs of materials, supplies, tools and equipment used in connection therewith and including replanting of landscaped areas; landscaping and ground maintenance; snowplowing and snow removal; costs incurred in connection with the operation, maintenance, repair, inspection and servicing (including maintenance contracts) of elevator, electrical, plumbing, heating, air conditioning and mechanical equipment and the cost of materials, supplies, tools and equipment used in connection therewith; cost of services including heat, air conditioning, electricity, gas, water and sewer and other utilities; and all other expenses and costs necessary or desirable to be incurred for the purpose of operating, cleaning, securing, repairing, equipping, supplying and properly maintaining the Building and the facilities and equipment contained therein and its Common Areas as an office building, whether or not similar to the foregoing. Operating Costs shall not include (i) Landlord's cost of utilities or other services, if any, to the extent paid for by tenants as a separate charge, (ii) costs incurred by Landlord for any alterations for other tenants, (iii) depreciation of the Building and major components, (iv) debt service on indebtedness of Landlord, and (v) costs of capital expenditures to the Building, including costs of roof replacement, parking lot replacement and structural repair and/or replacement. Notwithstanding

that Operating Costs shall not include capital expenditures, Tenant shall pay to Landlord, as additional rent, Tenant's Proportionate Share of (a) the cost of capital expenditures which Landlord, pursuant to prudent business judgment, reasonably expects will reduce or control any components of Operating Costs, amortized over the useful life of the improvement, and (b) the cost of any capital expenditures that are necessary to keep the Building in compliance with all governmental laws and regulations applicable from time to time amortized over the useful life of such improvements. If during all or any portion of any calendar year the Building is not ninety-five percent (95%) rented and occupied, Landlord may make an appropriate adjustment to any components of the Operating Costs which vary due to changes in occupancy levels (such as janitorial, heating and air conditioning, electrical and such other utilities or services in operating the Building which vary due to changes in occupancy levels) for such year, employing sound accounting and management principles, to determine the Operating Costs that would have been paid or incurred by Landlord had the Building been ninety-five percent (95%) rented and occupied and the amount so determined shall be deemed to have been the Operating Costs for such year. Notwithstanding the aforementioned, Landlord shall be prohibited from recovering more than 100% of the actual operating expenses from tenants of the Building.

3.4 Additional Rent. The additional rent payable for Taxes and Operating Costs under Section 3.2 and 3.3 above shall be paid in advance in equal monthly installments, in an amount estimated from time to time by Landlord and communicated by written notice to Tenant. For any partial calendar year during the Term, any additional rent payable by Tenant in respect of Taxes and Operating Costs shall be appropriately prorated to reflect the actual number of days during such year in which this Lease is in effect. Landlord shall cause to be kept books and records showing the Taxes and Operating Costs in accordance with generally accepted accounting principles. Following the close of each year, Landlord shall cause the actual amount of additional rent for such year to be computed and Landlord shall deliver to Tenant a statement of such amount and Tenant shall pay any deficiency to Landlord as shown by such statement within thirty (30) days after receipt thereof. If the total of the estimated monthly installments paid by Tenant during any calendar year exceeds the actual additional rent payable by it for such year, then such excess shall, at Tenant's option, either be credited against payments next due under this Lease or refunded by Landlord provided Tenant is not in default under this Lease. Tenant shall have the right to audit Landlord's books and records for Operating Costs, at Tenant's expense upon ten (10) days prior written notice to Landlord. The statement of the Operating Costs for a given year shall be conclusively presumed to be correct, unless Tenant shall complete its audit and deliver to Landlord its written objections to date of such Statement of Operating Costs within ninety (90) days following the date of Landlord's delivery of the Statement of Operating Costs to Tenant.

Landlord shall keep books and records which shall, for the purpose of verifying the Operating Costs, be subject to examination by Tenant, its authorized representatives or accountants at reasonable times during business hours at Tenant's expense and in a manner which does not unreasonably interfere with the conduct of Landlord's business, but only during the period of three (3) years commencing with the delivery to Tenant of such certified statement. After the expiration of such three (3) year period, Landlord may dispose of its books and records relating to the Operating Costs for such calendar year unless Tenant shall have theretofore asserted a claim against Landlord with respect to the propriety of such statement, in which event, such books and records shall be preserved by Landlord until resolution of the dispute. If

Landlord's statement of Operating Costs shall be overstated, Landlord shall credit against additional rent next due and owing to Landlord the amount by which the Operating Costs were overstated. All of Landlord's and Tenant's reasonable expenses of examinations of Landlord's books and records shall be solely at Tenant's expense; provided, however, if Landlord's statement of Operating Costs shall be overstated by five percent (5%) or more, Landlord shall promptly reimburse Tenant for Tenant's reasonable out of pocket expenses of examination.

Landlord shall at all times throughout the Term operate, or cause the operation of, the Common Areas, including the parking areas, in a first-class manner.

3.5 Personal Property Taxes. Tenant agrees to timely pay when due all personal property taxes on Tenant's furniture, equipment and other items of personal property owned by Tenant and located in or about the Premises.

3.6 Late Charge. Tenant acknowledges that late payment of rent (Base Rent or additional rent) involve additional costs to Landlord for collection and bookkeeping, and, accordingly, Tenant agrees that, if rent (Base Rent or additional rent) due hereunder is not paid by the tenth day after it is due, and Tenant fails to cure such non-payment within five (5) business days of receipt of written notice of non-payment from Landlord, then Tenant shall pay upon demand, as additional rent, a late charge equal to five percent (5%) of the amount required to be paid. The foregoing provision for payment of a late charge shall not be construed to extend the date for payment of any sums required to be paid by Tenant hereunder or to relieve Tenant of its obligation to pay all such sums at the time or times herein stipulated, and neither the demand for, nor collection by, Landlord of such late charge shall be construed as a cure of Tenant's default in the payment of rent.

4. SECURITY DEPOSIT. Upon execution of this Lease, Tenant shall deposit with Landlord the Security Deposit set forth in Section 1.12, as security for the prompt, full and faithful performance by Tenant of each and every provision of this Lease. Landlord is not required to hold the Security Deposit in any special or trust account, but may commingle the Security Deposit with other funds of Landlord. No interest shall be paid to Tenant on the Security Deposit. If Tenant fails to perform any of its obligations under this Lease, Landlord may, but shall not be obligated to, use, apply or retain the whole or any part of the Security Deposit for the payment of (i) any rent or other sums of money due from Tenant hereunder, (ii) any sum expended by Landlord on Tenant's behalf in accordance with the provisions of this Lease, and/or (iii) any costs or expenses incurred by Landlord as a result of Tenant's default. The use, application or retention of the Security Deposit or any portion thereof by Landlord shall not prevent Landlord from exercising any other right or remedy provided by this Lease or by law. Landlord, as a condition of exercising any such right or remedy, shall not first be required to proceed against the Security Deposit. If any portion of the Security Deposit is used, applied or retained by Landlord for the purposes set forth above, Tenant agrees, within ten (10) days after the written demand from Landlord, to deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. If Tenant shall fully and faithfully comply with all of the provisions of this Lease, the Security Deposit or any balance thereof shall be returned to Tenant after the expiration or termination of this Lease after Tenant has surrendered the Premises to Landlord in accordance with this Lease and paid all amounts due and owing to Landlord. Repayment of the Security Deposit shall be made to Tenant within thirty (30) days

following the termination of the Lease. In no event shall Tenant be permitted to use or designate the Security Deposit for the payment of rent.

5. USE OF PREMISES. Tenant may use and occupy the Premises solely for the purposes set forth in Section 1.9 of this Lease and for no other purpose or purposes without the prior written consent of Landlord. Tenant agrees to conduct its business at all times in a high class and reputable manner consistent with reputable business standards and practices, and Tenant shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose or which could injure the reputation of the Building. Tenant shall comply with all laws relating to the Premises and Tenant's use thereof as an ambulatory surgery center, including without limitation, health, safety and building codes and any permit or license requirement.

Tenant shall not commit or suffer to be committed any waste upon the Premises, and Tenant shall not place a load upon any floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry. Tenant shall not commit or suffer to be committed any nuisance or other act or thing which may disturb the quiet enjoyment of any other occupant or tenant of the Building. Tenant shall not use or permit to be used any medium which might constitute a nuisance, such as loudspeakers, sound amplifiers, phonographs, radios, televisions, or any other sound producing devices which will carry sound or transmit vibrations outside the Premises. Tenant agrees that business machines and mechanical equipment used by Tenant which cause vibration or noise that may be transmitted to the Building to such a degree as to be reasonably objectionable to Landlord or any occupants or tenants in the Building shall be placed and maintained by Tenant at its expense in settings of cork, rubber or spring-type vibration eliminators sufficient to eliminate such vibrations or noise. Tenant shall not cause or permit in or about the Premises any offensive or other odors objectionable to other tenants or patrons of the Building. As of the commencement date of the Lease, Landlord acknowledges and agrees that Tenant's current use of the Premises is not in violation of the Lease.

6. QUIET ENJOYMENT. Landlord covenants that, subject to the payment by Tenant of the rent herein provided and the observance and performance of all covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall have and enjoy during the Term hereof, the quiet and undisturbed possession of the Premises, without hindrance, disturbance or molestation from Landlord, subject, however, to the terms of this Lease.

7. CONDITION OF PREMISES. Landlord shall not be required to perform any improvements or to rework, remodel or recondition the Premises in any manner whatsoever for Tenant's use and occupancy thereof. Tenant's taking possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that they are in satisfactory condition except for any punch list of unsatisfactory items of which Tenant gives written notice to Landlord within ten (10) days after the Commencement Date, which shall be corrected or repaired by Landlord. Tenant, at Tenant's sole cost and expense, shall perform all other alterations, improvements and other work necessary to prepare the Premises for Tenant's use. All such work shall be done in accordance with Section 19 below. As of the Commencement Date of the Lease, Landlord warrants and represents that, to the best of its knowledge, the Premises and the Building are not in violation of any Federal, state or local building or operation statute, code or law.

8. **INSURANCE.** Landlord shall procure and maintain fire and hazard insurance on the Building, and the commercial general liability insurance including contractual liability coverage for the indemnification obligations of Landlord contained in this Lease covering injury to or death of persons and damage to property in an amount not less than \$1,000,000.00 per occurrence/\$3,000,000.00 annual aggregate (or such higher amount as Landlord may establish for Tenant hereunder), covering the Common Areas. The premiums for such insurance coverage shall be included in Operating Costs. Tenant shall, at its expense, obtain and carry at all times during the Term of this Lease (a) commercial general liability insurance including contractual liability coverage for the indemnification obligations of Tenant contained in this Lease covering injury to or death of persons and damage to property in an amount not less than \$1,000,000.00 per occurrence/\$3,000,000.00 annual aggregate; (b) fire insurance, with extended coverage, vandalism and malicious mischief and theft and mysterious disappearance endorsements, without coinsurance, covering the contents of the Premises and all alterations, additions and leasehold improvements made by or for Tenant in the amount of their full replacement value; and (c) if and to the extent required by law, worker's compensation insurance or similar insurance. All of such policies shall be written by an insurance company or companies satisfactory to Landlord, shall name Tenant, Landlord and any other parties in interest designated by Landlord, as insureds, as their interest may appear, shall be written as primary policy coverage and not contributing with or in excess of any coverage which Landlord or any such other party designated by Landlord may carry, and shall contain a clause that the insurer will not cancel or change the insurance coverage without at least thirty (30) days prior written notice to Landlord. Tenant shall have the right to alternatively satisfy the commercial general liability insurance requirements under this Section 8 through a policy issued by a Captive Carrier (as defined below). The deductible amount under any such policy issued by a Captive Carrier shall be zero (\$0.00). As used herein, "Captive Carrier" means (i) EEH, SPC (which is an affiliate of Tenant) or (ii) any other insurance company affiliated with Tenant. Tenant shall deliver to Landlord a certificate reasonably satisfactory to Landlord evidencing Tenant's required insurance issued by the Captive Carrier upon request. Evidence of such insurance in form satisfactory to Landlord shall be furnished to Landlord prior to the Commencement Date and at least thirty (30) days prior to the renewal date and at such other times as may be reasonably requested by Landlord. Such insurance may be furnished by Tenant under any blanket policy carried by it or under a separate policy therefor provided that such blanket policy contains an endorsement that names Landlord and any other party designated by Landlord as an additional insured, references the Premises and guarantees a minimum limit available for the Premises equal to the insurance amounts required in this Lease. Landlord may at any time and from time to time inspect and/or copy any and all insurance policies required to be procured by Tenant under this Lease.

9. **INDEMNITY.** Tenant agrees to indemnify and save Landlord harmless from and against any and all claims, damages, costs and expenses, including reasonable attorney fees to the extent such claims, damages, costs and expenses arise out of or in connection with the occupancy of the Premises by Tenant including but not limited to, the conduct or management of the business conducted by Tenant in the Premises, the breach or default on the part of Tenant in the performance of any covenant or agreement contained in this Lease, or any negligence of Tenant or its agents, employees, concessionaries, licensees, customers or invitees. In case any action or proceeding is brought against Landlord by reason of such claim, Tenant, upon notice from Landlord, shall defend such action or proceeding. Tenant's obligations under this Section shall survive the termination of this Lease.

Landlord agrees to indemnify Tenant and save Tenant harmless from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent such claims, damages, costs and expenses arise out of or in connection with the willful misconduct or negligence of the Landlord or its agents or employees (collectively referred to as "Landlord's Agents"), including but not limited to the willful misconduct or negligence of the Landlord or Landlord's Agents relating to Tenant occupancy of the Premises, or the failure of Landlord to perform or observe any of the obligations on Landlord's part to be performed or observed pursuant to this Lease. In case any action or proceeding is brought against Tenant by reason of such claim, Landlord, upon notice from Tenant, shall defend such action or proceeding. Landlord's obligations under this Section shall survive the termination of this Lease.

10. WAIVER OF SUBROGATION. Each party hereby expressly releases the other for liability it may have on account of any loss to the Premises or Building or contents of either due to fire or any peril included in the coverage of any applicable fire and extended coverage and material damage insurance, however caused, including such losses as may be due to the negligence of the other party, its agents or employees, but only to the extent of any amount received by reason of such insurance, and each party hereby waives any right of subrogation which might otherwise exist in or accrue to such party on account thereof. If either party fails to maintain in force any insurance required by this Lease to be carried by it, then for purposes of this waiver of subrogation it shall be deemed to have been fully insured and to have recovered the entire amount of its loss.

11. NON-LIABILITY OF LANDLORD. Landlord shall not be liable to Tenant, and Tenant hereby waives all claims against Landlord, for any injury or damage to any person or property in or about the Building resulting from the Building or Premises, or any part thereof, or any equipment thereof becoming out of repair; flooding of basements or other areas; damages caused by sprinkling devices, air-conditioning apparatus, snow, frost, water leakage, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noise or the bursting or leaking of pipes or plumbing fixtures; any act of Landlord or of other tenants or occupants or employees in the Building; or any other thing or circumstance whatsoever, whether of a like nature or of a wholly different nature, unless such injury or damage shall have been caused by the willful misconduct or negligence of the Landlord. Tenant shall not be liable to Landlord, and Landlord hereby waives all claims against Tenant, for any injury or damage to any person or property in or about the Building resulting from the Building or Premises, or any part thereof, or any equipment thereof becoming out of repair; flooding of basements or other areas; damages caused by sprinkling devices, air-conditioning apparatus, snow, frost, water leakage, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noise or the bursting or leaking of pipes or plumbing fixtures; any act of Tenant or of other tenants or occupants or employees in the Building; or any other thing or circumstance whatsoever, whether of a like nature or of a wholly different nature, unless such injury or damage shall have been caused by the willful misconduct or negligence of the Tenant. All property in or about the Building or in the Premises belonging to Tenant, its agents, employees or invitees shall be there at the risk of Tenant or other person only, and Landlord shall not be liable for damage thereto or theft, misappropriation or loss thereof. All property in or about the Building or in the Premises belonging to Landlord, its agents, employees or invitees shall be there at the risk of Landlord or other person only, and Tenant shall not be liable for damage thereto or theft, misappropriation or loss thereof. If Landlord shall fail to perform any covenant or condition of this Lease upon Landlord's part to be

performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Building and out of rents or other income from such property receivable by Landlord and Landlord shall not be personally liable for any deficiency.

12. COMPLIANCE WITH LAWS AND BUILDING RULES. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now or hereafter in force, and with the requirements of the local Board of Fire Underwriters or any similar body now or hereafter constituted relating to or affecting Tenant's use or occupancy of the Premises; provided that Tenant shall not be required to make any improvements to the exterior of the Premises and/or the structural components of the Building; and provided further that if Tenant's particular use of the Building is the reason that any change to the exterior or structural components of the Building is required, then, if Tenant deposits with Landlord an amount reasonably estimated by Landlord to pay for all needed design work, approvals, permits, materials and work involved therewith, and if Landlord agrees to make such changes, then Landlord shall make such changes. Tenant shall also observe and comply with the requirements of all policies of insurance at any time in force with respect to the Building, and Tenant shall not do or permit anything to be done on or about the Building or bring or keep anything therein which will in any way increase the cost of any insurance now or thereafter carried on the Building or any of its contents or that will invalidate any such insurance. Tenant shall also comply with the rules and regulations attached to this Lease as Exhibit B and such other reasonable rules and regulations to regulate the use, occupancy and operation of the Building which may from time to time be established by Landlord in writing (the "**Building Rules**"), and any modifications or amendments thereto provided they are applied uniformly to all tenants of the Building and further provided such modifications or amendments are furnished in writing to Tenant in advance. Landlord shall not be responsible to Tenant for the noncompliance by other tenants or occupants with the Building Rules, provided however, that Landlord agrees to use reasonable efforts to correct or enforce such noncompliance.

13. ENVIRONMENTAL REQUIREMENTS. Tenant and Landlord shall comply with all applicable federal, state and local environmental laws, ordinances and all amendments thereto and rules and regulations implementing the same, together with all common law requirements, which relate to discharge, emissions, waste, nuisance, pollution control, hazardous substances and other environmental matters as the same shall be in existence during the Lease Term. All of the foregoing laws, regulations and requirements are hereinafter referred to as "Environmental Laws". Tenant shall obtain all environmental licenses, permits, approvals, authorizations, exemptions, certificates and registrations (hereinafter collectively referred to as "Permits") and make all applicable filings required of Tenant under the Environmental Laws required by Tenant to operate at the Premises. The Permits and required filings shall be made available for inspection and copying by Landlord at Tenant's offices upon reasonable notice and during business hours. Landlord shall obtain all environmental Permits and make all applicable filings required of Landlord under the Environmental Laws required by Landlord to operate at the Building. The Permits and required filings shall be made available for inspection and copying by Tenant at Landlord's offices upon reasonable notice and during business hours. Tenant shall not cause or permit any flammable or explosive material, petroleum or petroleum by-products, contaminant, radioactive material, hazardous waste or material, toxic waste or material or any

similar substance which is or may become regulated under any applicable federal, state or local law (hereinafter collectively referred to as "Hazardous Substances") to be brought upon, kept or used in or about the Premises except for small quantities of such substances as is necessary in the ordinary course of Tenant's business (including medical bio-hazardous or infectious wastes or chemicals commonly used in the care and treatment of patients with end stage renal disease) provided that Tenant shall handle, store, use and dispose of any such Hazardous Substance in compliance with all applicable laws and the highest standards prevailing in the industry for the storage and use of such substances or materials, in a manner which is safe and does not contaminate the Premises, and Tenant shall give Landlord written notice of the identity of such substances. Landlord shall not cause or permit any Hazardous Substances to be brought upon, kept or used in or about the Building, except for small quantities of such substances as is necessary in the ordinary course of Landlord's business (including cleaning fluids or replacement Building systems fluids) provided that Landlord shall handle, store, use and dispose of any such Hazardous Substances in compliance with all applicable laws and the highest standards prevailing in the industry for the storage and use of such substances or materials, in a manner which is safe and does not contaminate the Building. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of any Hazardous Substance by, through or under Tenant, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional rent. Tenant shall, from time to time, at Landlord's request, execute such other affidavits, representations and the like concerning Tenant's best knowledge and belief regarding the presence of Hazardous Substances on the Premises. Tenant hereby agrees to indemnify and hold Landlord harmless from any liability, claim or injury, including attorney fees, and the cost of any required or necessary repair, cleanup, remediation or detoxification, arising out of (i) the use, manufacture, handling, storage, disposal or release of any Hazardous Substances by Tenant's agents and employees on, under or about the Premises, or (ii) an actual or alleged violation of Environmental Laws in connection with the occupancy of the Premises by Tenant or any occupant of the Premises or the operation of Tenant's business on the Premises during the Lease Term. The foregoing covenants and indemnification shall survive the expiration of the Term of this Lease.

Landlord hereby agrees to indemnify and hold Tenant harmless from any liability, claim or injury, including attorney fees, and the cost of any required or necessary repair, clean-up, remediation or detoxification, arising out of (i) the use, manufacture, handling, storage, disposal or release of any Hazardous Substances by Landlord, its agents and employees, or of the other Building tenants on, under or about the Building, or (ii) the existence of any Hazardous Substance on, under or about the a Building and Common Areas existing on or prior to the date of this Lease. The foregoing covenant and indemnification by Landlord shall survive the expiration of the term of this Lease.

14. COMMON AREAS. Tenant is hereby granted a non-exclusive right for itself and its employees, customers and invitees to use the public portions of Common Areas without charge in common with Landlord and other tenants and occupants of the Building and their employees, customers and invitees, provided that Tenant's use of the Common Areas shall be subject to the Building Rules. Tenant shall take any action necessary to prevent undue loitering not conducive to good business. Landlord shall at all times have full control, management and direction of the Common Areas. Landlord shall keep the Common Areas reasonably free of rubbish, surface water, ice and snow. Landlord shall provide, operate and maintain adequate lighting for the

Common Areas and shall keep the Common Areas lighted during the hours of dusk and darkness falling within normal Building hours. Landlord shall have the right to close any or all portions of the Common Areas to such extent as may, in Landlord's opinion, be necessary to prevent a dedication thereof or the accrual of any rights to any person or the public therein. Tenant shall not cause or allow any storage of materials or equipment outside of the Premises on any of the Common Areas. Landlord reserves the right at any time and from time to time to reduce, increase, enclose or otherwise change the size, number, location, layout and nature of the Common Areas, to construct additional improvements and stories, to create additional rentable areas through use and/or enclosure of Common Areas, to close portions of the Common Areas for maintenance, repair or replacement, to place signs in the Common Areas and on the Building, to change the name of the Building and to change the nature of the use of any portion of the Building. Any of the changes implemented by Landlord as provided herein shall not affect Tenant's use of the Premises.

15. PARKING. Subject to the provisions hereof, Tenant and its guests and invitees and employees employed in the Building shall have the non-exclusive right during the Term to park in the surface parking areas of the Building (unless otherwise marked) on an unreserved basis and in common with other occupants of the Building, their employees, guests and invitees, and all others to whom Landlord may grant the right to use the same. Landlord reserves the right to regulate parking within the Common Areas, including the right to preclude Tenant from parking in certain parking spaces or requiring Tenant to use certain parking spaces. Tenant shall not permit vehicles to be abandoned or stored in the parking areas of the Building. Landlord reserves the right to regulate parking within the Common Area, including the right to preclude Tenant from parking in certain parking spaces or requiring Tenant to use certain parking spaces. Notwithstanding the above, Landlord shall not, during the Lease Term and any extension thereof, commit any act that materially limits Tenant (or his employees, invitees and patients) from reasonable access to parking.

16. REPAIRS. Landlord shall maintain the Common Areas and the foundations, exterior Building walls, roof (excluding Tenant-installed roof openings) and floors (excluding floor coverings within the Premises) of the Building, and the heating, ventilating, air conditioning, electrical, plumbing and mechanical systems provided by Landlord in the Building, and the cost thereof shall be included in Operating Costs; provided, however, that if any such repairs shall be occasioned by the acts or negligence of Tenant, its agents, employees, customers or invitees, or the particular nature of Tenant's use of the Premises, Tenant shall be responsible for the entire cost of such repairs not covered by insurance. Except for the repairs Landlord is specifically obligated to make as set forth above, Tenant shall, at its expense, during the Lease Term, make all other necessary repairs and replacements to the Premises, and keep and maintain the same in good condition and repair so that at the expiration of the Term, the Premises shall be surrendered to Landlord in the same condition that the same are in at the commencement of the Term, ordinary wear and tear excepted. Tenant shall be responsible for repairing any damage to the Building caused by the installation or moving of Tenant's furniture, equipment and personal property. Tenant shall, at its expense, also repair or replace with glass of equal quality any broken or cracked plate or other glass in doors, windows and elsewhere in or adjacent to the Premises provided, however, Landlord shall be responsible for the repair or replacement of the exterior glass window of the Building unless caused by the negligence or willful misconduct of Tenant, its agents, employees, customers or invitees. Tenant shall at all times keep the Premises

in a clean, orderly, neat and safe condition. Tenant shall not defer any repairs or replacements to the Premises by reason of the anticipation of the expiration of the Term. In the event that, at the request of Tenant, Landlord performs any maintenance, repairs or servicing of the Premises which is the obligation of Tenant hereunder, then Tenant shall pay Landlord directly therefor. Tenant shall give Landlord written notice of the need for any such repairs to be made by Landlord, and Landlord shall be under no liability for damage or injury, however caused, in the event of its failure to make such repairs unless it shall have received such notice from Tenant and failed to make such repairs within a reasonable time not to exceed thirty (30) days (subject to Section 34) after receipt of such notice. Tenant hereby waives any right to make repairs at Landlord's expense except as set forth in Section 35, hereof. Landlord may make any alterations, improvements or repairs which Landlord may deem necessary for the preservation, safety or improvement of the Premises. The surrender of the Premises upon the expiration or early termination of this Lease shall not relieve Tenant of the obligation to pay for all repairs or replacements to the Premises which Tenant was obligated to perform during the Lease Term, which obligation shall survive the expiration or early termination of this Lease. Landlord, at Landlord's option, may elect to perform all or part of the maintenance, repairs and servicing which is the obligation of the Tenant hereunder, in which event the actual, reasonable cost thereof shall be billed directly to and paid by Tenant as additional rent.

17. JANITORIAL SERVICES. Landlord shall provide standard interior janitorial services in the Common Areas of the Building and the Premises Monday through Friday, except recognized holidays. Such services shall consist only of dusting or cleaning floors and woodwork, vacuuming carpets, washing windows, cleaning restrooms and removing waste paper and refuse, as is customary in office buildings of a similar type in the Naperville, Illinois area, but specifically excluding any and all biomedical waste or hazardous material disposal, for which Tenant shall be solely responsible. The cost of such services shall be included in Operating Costs. Tenant may provide its own additional janitorial services for the Premises subject to supervision of Landlord and by a janitorial contractor or employee at all times satisfactory to Landlord. Any such services provided by Tenant shall be Tenant's sole risk and responsibility. Landlord shall not be liable for loss of or injury to property or person in connection with the furnishing of or failure to furnish janitor service, including documents, files or other property damaged or lost through the acts or omissions of the personnel performing such services, and shall not be liable for the failure to furnish janitor service for any reason beyond the reasonable control of Landlord.

18. UTILITIES. As of the Commencement Date Landlord, as a part of the Tenant Improvement Work, has provided for separately metered electrical service for the permitted use of the Premises and the costs thereof have been paid by Tenant. HVAC service to the common areas of the Building for normal purposes shall be provided during the hours of 6:00 a.m. to 8:00 p.m. Monday through Friday and 6:00 a.m. to 8:00 p.m. on Saturday, except holidays. Subject to Landlord's reasonable limitation to protect or preserve the Building or the rights of other tenants and municipal regulation, Tenant shall have the authority to establish its own hours of operation. Landlord shall have no obligation to provide telephone services or any other utility or service not expressly set forth herein. In no event shall Landlord be liable for damages, nor shall the rental herein reserved be abated or subject to offset or deduction for failure to furnish or any delay in furnishing any utility services nor shall the temporary failure to furnish any of such services be construed as an eviction of Tenant or relieve Tenant from the duty of observing and

performing all of the provisions of this Lease, provided, however, Landlord shall make all reasonable efforts to promptly restore such service to the Premises. Tenant shall not do anything in or about the Premises which will in any way increase the amount of the foregoing utilities usually consumed therein. Tenant agrees not to connect any apparatus or device to the heating system of the Building for the purpose of using additional or unusual amounts of such heating or air conditioning services without the prior written consent of Landlord. Tenant shall not use any apparatus or device in the Premises which will in any way increase the amount of electricity, water or sewer utility usually furnished, consumed or supplied for use on the Premises or in the building which is paid for by Landlord.

19. ALTERATIONS. Provided a proposed modification of the Premises does not affect exterior lighting, window shades or make any changes to the entrance of the Premises or to any plumbing, sprinkler, electrical or mechanical facilities of the Premises, and the value of said modification does not exceed \$10,000.00 (all of the foregoing being hereafter referred to as an "Alteration"), Tenant may proceed with the proposed modification without Landlord's prior written approval. If the proposed modification is an Alteration other than as defined above, then Tenant must submit to Landlord the plans and specifications therefor and obtain the prior written approval of the Landlord before proceeding. Landlord's consent to an Alteration in excess of \$10,000.00 shall not be unreasonably withheld, conditioned or delayed, but may be made contingent upon Tenant agreeing to such conditions relating thereto as Landlord may reasonably impose. Any Alteration shall be made at Tenant's own cost and expense by a contractor reasonably approved by Landlord and in a good and workmanlike manner in accordance with the laws, ordinances and codes relating thereto, any insurance policies or underwriting requirements and any rules and regulations reasonably promulgated by Landlord with respect to construction and free from any claim or claims for construction liens, and Tenant shall indemnify and hold Landlord harmless from and against any and all claims, liens, costs and expenses on account of such work. Tenant shall provide Landlord with evidence of insurance in amounts and coverage satisfactory to Landlord naming Landlord as an additional insured and Tenant shall comply with all other terms and provisions as Landlord may reasonably impose as a condition to giving its consent to an Alteration. Landlord may charge Tenant a reasonable charge to cover its overhead as it relates to such work, provided that Landlord and Tenant agree to the amount of such additional charges in advance.

20. SIGNS. Landlord shall identify Tenant on any directory sign established by Landlord for the Building in the same manner as other occupants thereof. Tenant shall not, without Landlord's prior written consent; install, fix or use any other signs or other advertising or identifying media which is visible from the exterior of the Premises.

21. LIENS. Tenant shall not create or permit any liens under any construction lien law to be filed or recorded against the Premises or against the interest of Landlord or Tenant therein. If any such lien is filed or recorded, Tenant shall cause such lien to be discharged of record within sixty (60) days, unless required earlier by Landlord's lenders or pursuant to the transfer of any or all right, title and/or interest in the Building or any portion thereof.

22. RIGHT OF ENTRY. Upon 24 hour notice to Tenant (unless in the event of an emergency), Landlord reserves the right to enter upon the Premises at all reasonable hours to examine the same, to make repairs, additions or alterations to the Premises or the Building, to

supply any service to be provided by Landlord to Tenant hereunder, and to show the Premises. Landlord agrees that, in making such examinations, repairs, additions or alterations, it shall notify Tenant in advance and minimize interference with the conduct of Tenant's business operations. Notwithstanding the foregoing, Landlord shall keep a passkey and be allowed admittance to the Premises at all reasonable hours in the event of any required inspection or at any time in the event of emergency. Tenant shall not add or change the locks to any doors of the Premises. Any entry to the Premises shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant or impose any liability on Landlord. Nothing contained herein shall be deemed to impose on Landlord any obligation or duty to make repairs or alterations to the Premises except as expressly provided in this Lease. Landlord acknowledges that Tenant is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA"), and that HIPAA requires Tenant to ensure the safety and confidentiality of patient medical records. Landlord further acknowledges that, in order for Tenant to comply with HIPAA, Tenant must restrict access to the portions of the Premises where patient medical records are kept or stored. Landlord agrees that, notwithstanding the rights granted to Landlord pursuant to this Section or elsewhere in this Lease, except for an emergency entry into the Premises taken pursuant to this Lease or when accompanied by an authorized representative of Tenant, which accompaniment shall not be unreasonably withheld, conditioned or delayed, neither Landlord nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designated by Tenant as locations where patient medical records are kept and/or stored.

23. ASSIGNMENT OR SUBLETTING. Tenant shall not assign or in any manner transfer this Lease or any estate or interest therein without the prior written consent of Landlord and Tenant shall not sublet the Premises or any part thereof or permit any use of any part of the Premises without like consent. Consent by Landlord to one or more assignments of this Lease or to one or more subletting of said Premises shall not operate to exhaust Landlord's rights under this Section. In the event that Tenant, without the previous consent of Landlord, does assign or in any manner transfer this Lease or any estate or interest therein, Tenant shall in no way be released from any of its obligations under this Lease. The following shall be deemed to be an assignment of this Lease within the meaning of this Section: (a) the sale, issuance or transfer of any stock, limited liability company ownership interest, partnership interest, beneficial trust interest or any other equity or ownership interest which results in a direct or indirect "Change of Control" of Tenant; or (b) the death or incapacity of Tenant, if Tenant is a natural person. For purposes of this Section, "Change of Control" means with respect to an entity, (i) an event in which a person or persons who prior to a transaction or series of transactions, possessed, whether directly or indirectly, legally or beneficially: (A) 50% or more of the equity, capital or profits interests of such entity; or (B) control of such entity; and (ii) as a result of a consummation of any transaction or series of transactions (including any merger or consolidation), such person or persons fails to maintain, whether directly or indirectly, legally or beneficially, either of the elements of control listed in (A) or (B) above. Landlord acknowledges that, as of the Commencement Date, Edward Health Ventures, an Illinois not-for-profit corporation ("EHV"), will have purchased a fifty-five percent (55%) interest in Midwest Endoscopy Center, LLC, as Tenant, and Landlord by the execution of this Lease consents to that Change of Control. Landlord further agrees that, notwithstanding the foregoing, EHV may assign or transfer its interest in Tenant during the Term of this Lease at any time (an "EHV Change of Control"),

without the consent of Landlord, provided such EHV Change of Control (i) occurs strictly in accordance with the Second Amended and Restated Operating Agreement of Midwest Endoscopy Center, LLC dated as of January 3, 2014, as may be amended from time to time hereafter, and (ii) does not constitute a waiver or release of Landlord's right to withhold its consent to any other Change of Control. Without waiving Landlord's right hereunder to declare a default in the event of an assignment of this Lease or a subletting of the Premises or any part thereof or occupancy of the Premises by anyone other than Tenant without Landlord's consent, Landlord may collect from the assignee, sublessee or occupant, any rental and other charges herein required, but such collection by Landlord shall not be deemed an acceptance of the assignee, sublessee or occupancy, nor a release of Tenant from the performance by Tenant of this Lease.

Landlord may assign or transfer its interest in the Building at any time, without the consent of Tenant in the event of any such assignment or transfer, upon the written assumption by the transferee of the obligations under this Lease, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer, and in such event Tenant agrees to look solely to the successor in interest of Landlord in and to this Lease. This Lease shall not be affected by any such sale or conveyance, and Tenant agrees to attorn to the purchaser or grantee, which shall be obligated on this Lease only so long as it is the owner of Landlord's interest in and to this Lease.

24. DAMAGE OR DESTRUCTION. In the event the Premises shall be so damaged or destroyed by fire, the elements or any other casualty as to render untenable all or any part of the Premises, Landlord shall, within sixty (60) days after the happening of such damage or destruction, cause a competent architect or engineer to examine the condition of the Premises and to prepare and furnish to Tenant a good faith written estimate of the amount of time which, in the judgment of such architect or engineer, reasonably would be required to restore the Premises to a condition at least equivalent to their condition which Landlord furnished to Tenant upon the commencement of the Term. If the period of time estimated by such architect or engineer shall be in excess of two hundred ten (210) days from the date of said damage or destruction, then Tenant shall be entitled to terminate this Lease by written notice to Landlord which is received by Landlord within fifteen (15) business days after Tenant's receipt of the estimate, time being of the essence. In the event of such termination, Tenant shall remain liable for performance of all its obligations through the date of termination. If, however, the period of time so estimated by said architect or engineer shall be less than two hundred ten (210) days, or if such period is in excess of two hundred ten (210) days but Tenant shall not have elected, as aforesaid, to terminate this Lease, then Landlord shall promptly repair and/or restore the Premises to a condition at least equivalent to the condition which Landlord furnished to Tenant upon the commencement of the Term. In no event shall Landlord be obligated to expend an amount in excess of the insurance proceeds available to Landlord for such repair and restoration plus any deductible. If the Premises are repaired or restored as provided herein, then Tenant shall, at its expense, repair and restore Tenant's leasehold improvements and Alterations and Tenant's trade fixtures, furnishing and equipment to a condition equivalent to their condition prior to such damage or destruction. If the Premises or any part thereof shall be rendered untenable by any destruction or damage, then a pro rata portion of the rent based upon the number of square feet of area in the Premises which are untenable shall be abated until the Premises or such part thereof shall have been put in tenantable condition. Notwithstanding the

foregoing, if any destruction or damage to the Building (whether or not the Premises are affected) is so extensive that Landlord, in its sole discretion, elects not to repair or restore the Building, or the proceeds of insurance plus any deductible are not sufficient or available to fully pay the cost of the repair or restoration, then Landlord or Tenant may terminate this Lease effective ninety (90) days after the date of such notice of termination. The provisions of this Section are subject to the rights of Landlord's mortgagees, if any.

25. **EMINENT DOMAIN.** In the event all or substantially all of the Premises are taken by the exercise of the power of eminent domain or sold under threat of eminent domain, this Lease shall terminate as of the date possession is transferred to the acquiring authority, and the rent payable hereunder shall be apportioned accordingly. If any act of or threat of eminent domain (the "taking") renders the Premises unusable in the same manner as before the taking, Tenant shall have the right to terminate the Lease. If any material part of the Building is sold or taken (whether or not the Premises are affected), Landlord shall have the right to terminate this Lease as of the date possession is transferred to the acquiring authority upon giving written notice thereof to Tenant, and the rent payable hereunder shall be apportioned accordingly. In the event this Lease is not terminated pursuant to the foregoing, then this Lease shall continue in force as to the part of the Premises not taken and the rent payable thereafter shall be reduced in proportion to the amount of total floor area of the Premises taken. In the event of any such taking, Landlord, upon receipt and to the extent of the award in condemnation or proceeds of sale, shall, unless this Lease has been terminated, make necessary repairs and restorations (exclusive of Tenant's leasehold improvements and Alterations) to restore the Premises remaining to as near its former condition as circumstances will permit. All damages awarded by or amounts paid by the acquiring authority for any such taking, whether for the whole or a part of the Premises or the Building or Common Areas shall belong to and be the sole property of Landlord whether such damages are awarded as compensation for loss of, or diminution in value to, the leasehold or the fee thereof; provided, however, Tenant shall have the right to pursue such claim or claims as Tenant may have legally for relocation expenses, interruption of business and such items which do not reduce the award or proceeds of sale payable to Landlord. In the event that this Lease is terminated, Tenant shall not have any claim against Landlord for the value of the unexpired term hereof. The provisions of this Section are subject to the rights of Landlord's mortgagees, if any. Notwithstanding the foregoing, if ten percent (10%) or more of the floor area of the Premises is taken or if more than thirty percent (30%) of the Common Area parking spaces are taken (and, with respect to a taking of parking spaces, Landlord is not able to provide commercially reasonable substitute parking spaces) under the power of eminent domain or sold under threat of eminent domain, Tenant shall have the right to terminate this Lease as of the date possession is transferred to the acquiring authority upon giving written notice thereof to Landlord, and the rent payable hereunder shall be apportioned accordingly. In the event this Lease is not terminated pursuant to the foregoing, then this Lease shall continue in force as to the part of the Premises not taken and the rent payable thereafter shall be reduced in proportion to the amount of total floor area of the Premises taken.

26. **SUBORDINATION.** This Lease is and shall be subject and subordinate at all times to all ground or underlying leases which now exist or may hereafter be executed affecting the Building and to the lien of any mortgages now or hereafter placed on or against the Building, or on or against Landlord's interest or estate therein, and including all extensions, renewals, amendments and supplements to any such lease or mortgage, without the necessity of the execution and

delivery, of any further instruments on the part of Tenant to effectuate such subordination. Tenant covenants and agrees to execute and deliver upon demand such further instruments evidencing such subordination of this Lease to such ground or underlying leases and to the lien of any such mortgages as may be required by Landlord provided that any lessor under any such ground or underlying lease or the holder of any mortgage has agreed to recognize the rights of Tenant under this Lease so long as Tenant is not in default hereunder. Notwithstanding anything herein above contained in this Section, in the event the holder of any mortgage or the lessor under any ground or underlying lease shall at any time elect to have this Lease constitute a prior and superior lien to its mortgage or lease, then and in such event, upon any such holder notifying Tenant to that effect in writing, this Lease shall be deemed prior and superior in lien to such mortgage or lease, whether this Lease is dated prior to or subsequent to the date of such mortgage or lease.

27. ESTOPPEL CERTIFICATE. Landlord and Tenant agrees that each will, within ten (10) days after receipt of the written request of the other, execute and deliver a certificate to the other certifying if such is true that, at the time of execution and delivery of such certificate, (i) this Lease is in full force and effect; (ii) the Commencement Date and Expiration Date of this Lease; (iii) rent due under this Lease has been paid without offset or defense thereto; (iv) the dates to which rent and other charges have been paid and the amount of rent, if any, paid in advance by Tenant; (v) whether this Lease has been modified and, if so, identification of such modifications; (vi) neither has any knowledge of any existing default by the other under the Lease or if a party has knowledge of a default by the other, then such alleged default shall be set forth; and (vii) such other matters as Landlord, Tenant or the mortgagee of either may reasonably require. It is intended that any such statement may be relied upon by any person proposing to acquire Landlord or Tenant's interest in this Lease or any prospective mortgagee of, or assignee of any mortgage upon, the interest of Landlord or Tenant.

28. SURRENDER. Upon termination of this Lease, whether by the lapse of time or otherwise, Tenant shall surrender the Premises to Landlord broom-clean and in good condition and repair consistent with Tenant's duties to maintain and repair the Premises. All Alterations and decorations made to the Premises by Tenant shall remain and be the property of Landlord unless Landlord shall have as a condition to Landlord consenting to such alteration required that Tenant, at Tenant's expense, remove any or all thereof and repair the damage caused by such removal. All furniture, network cabling, equipment and unattached movable personal property owned by Tenant may (and upon Landlord's request shall) be removed from the Premises by Tenant no later than the termination date, and Tenant shall repair any and all damage caused by such removal. If the Premises are not surrendered upon the termination of this Lease as set forth herein, Tenant shall indemnify Landlord against all loss or liability resulting from delay by Tenant in so surrendering the Premises including, without limitation, any claim made by any succeeding tenant founded on such delay. Tenant shall also surrender all keys and/or access cards to the Premises and the Building and shall inform Landlord of combinations to locks, safes and vaults, if any, in the Premises.

29. HOLDING OVER. Any holding over after the expiration of the term hereof with the written consent of Landlord, shall be construed to be tenancy from month-to-month (at the Monthly Base Rent in effect on the Expiration Date plus the additional rent payable hereunder for the month immediately preceding), and shall otherwise be on the same terms and conditions

herein specified so far as applicable. In the event Landlord shall not consent to such holding over, Landlord shall have any remedies provided in this Lease or by applicable law, including, without limitation, the right to recover as damages from Tenant an amount equal to one and one half times the rent (including Base Rent and additional rent) payable hereunder for the first 60 days after the Expiration Date and double the rent (including Base Rent and additional rent) thereafter, apportioned on a daily basis for each day of holding over.

30. NOTICES. Any notice required or permitted to be given by either party to the other hereunder shall be in writing and shall be delivered in person or sent by U.S. certified mail, return receipt requested, postage prepaid and addressed to the respective addresses set forth in Sections 1.10 and 1.11 above. Either party may, by like notice at any time and from time to time, designate a different address to which notices shall be sent.

31. INTEREST. All rent and other payments to be made hereunder shall bear interest from and after the due date thereof at the rate of interest equal to three percent (3%) above the prime rate of interest announced and in effect from time to time at US Bank, or its successor, or 12% whichever is greater (but in no event shall such rate be in excess of the highest legal rate of interest permitted to be charged by law) from the date due until paid, compounded monthly, but the payment of such interest shall not excuse or cure any default under this Lease.

32. DEFAULTS AND REMEDIES. If (a) Tenant shall fail to pay the rent or any charge due hereunder within five (5) business days after written notice of such default is sent to Tenant, if such default is the first failure to pay within a twelve (12) month period, or five (5) business days after the same is due, without notice, if such default is not the first failure to pay within a twelve (12) month period, or (b) Tenant shall fail to perform any of the other covenants or conditions herein contained on the part of Tenant, and such default shall continue for thirty (30) days after written notice thereof shall have been given to Tenant, or such longer period of time as may be reasonably necessary to cure such default, provided that Tenant commences to cure such default within the 30-day period and thereafter diligently pursues curing the default or (c) if this Lease shall, by act of Tenant or by operation of law or otherwise, pass to any party other than Tenant in violation of the provisions of Section 23, or (d) if Tenant shall abandon the Premises for a period of thirty (30) days or more in any twelve (12) month period, or (e) Tenant shall become insolvent or bankrupt or make an assignment for the benefit of creditors, or (f) a receiver or trustee of Tenant's property shall be appointed and such receiver or trustee, as the case may be, shall not be discharged within sixty (60) days after such appointment, then in any such case, Landlord may, upon notice to Tenant, recover possession of and re-enter the Premises without affecting Tenant's liability for past rent and other charges due or future rent and other charges to accrue hereunder. In the event of any such default, Landlord shall be entitled to recover from Tenant, in addition to rent and other charges equivalent to rent, all other damages sustained by Landlord on account of the breach of this Lease, including, but not limited to, the costs, expenses and attorney fees incurred by Landlord in enforcing the terms and provisions hereof and in re-entering and recovering possession of the Premises and for the cost of repairs, alterations and brokerage and attorney fees connected with the reletting of the Premises. Further, at the election of Landlord, Landlord shall have the right to declare this Lease terminated and canceled, without any further rights or obligations on the part of Landlord or Tenant (other than Tenant's obligation for rent and other charges due and owing through the date of termination), so that Landlord may relet the Premises without any right on the part of Tenant to any credit or payment resulting from any

reletting of the Premises. In case of a default under this Lease, Landlord may, in addition to terminating this Lease, or in lieu thereof, pursue such other remedy or combination of remedies and recover such other damages for breach of tenancy and/or contract as are available at law or otherwise.

Landlord may, but shall not be obligated to, cure any default by Tenant (specifically including, but not by way of limitation, Tenant's failure to obtain insurance, make repairs, or satisfy lien claims) and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including without limitation attorney fees, shall be payable to Landlord as additional rent due on demand, together with interest at the rate provided in Section 31 above from the date of the advance to the date of repayment by Tenant to Landlord.

No receipt of money by Landlord from Tenant after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

All rights and remedies of Landlord herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law or equity, and such rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefore arises. The failure or forbearance on the part of Landlord to enforce any of its rights or remedies in connection with any default shall not be deemed a waiver of such default, nor a consent to any continuation thereof, nor a waiver of the same default at any subsequent date. Any action by Landlord under the provisions of this Lease, or to enforce the provisions of this Lease, or to declare a termination of Tenant's interest under this Lease, or to repossess itself of the Premises (whether through legal proceedings instituted for that purpose or otherwise), shall not, in any event, release or relieve Tenant from its continuing obligations hereunder, including, without limitation, its continuing obligation to make all payments herein provided,

33. COSTS AND ATTORNEY FEES. The non-prevailing party shall pay upon demand all costs, charges and expenses, including attorney fees and the fees of agents and others retained by the prevailing party in any litigation to enforce the covenants and agreements of this Lease.

34. FORCE MAJEURE. In the event that either party is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strike, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulation, orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reason beyond either party's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act as shall be extended for a period equivalent to the period of such delay; provided, however, Tenant's obligation to pay rent shall not be affected hereby.

35. LANDLORD DEFAULT.

(a) If Landlord fails to perform or observe any of the obligations on Landlord's part to be performed or observed pursuant to this Lease, and such failure continues for thirty (30) days after written notice thereof is sent by Tenant to Landlord informing Landlord of such

failure, then Landlord shall be deemed to be in default under this Lease; provided, however, that if the failure set forth in Tenant's notice is such that it requires more than thirty (30) days to correct, Landlord shall not be deemed to be in default hereunder if Landlord: (i) promptly and diligently commences curing the failure within thirty (30) days after written notice is sent by Tenant to Landlord informing Landlord of such failure; and (ii) diligently prosecutes the cure to completion following the expiration of the original 30-day period set forth herein. Upon such default by Landlord, Tenant may, in addition to any remedies available to it at law or in equity, perform the same for and on behalf of Landlord, the cost of which performance, upon the proper payment thereof, together with all interest and penalties necessarily paid in connection therewith and any and all direct damages incurred by Tenant as a result of any such default, shall be paid to Tenant by Landlord upon demand, with interest thereon at the rate set forth in Section 31, from the date of each expenditure and/or incurrence or, at the continuing option of Tenant, the same may (in whole or in part), with interest as aforesaid, be deducted from fixed rent or any other charge which may be due or become due thereafter.

(b) Notwithstanding the foregoing provisions of this Section and regardless of whether an event of Landlord's default shall have occurred, such curative action by Tenant may be taken without any notice if Tenant in its good faith opinion, reasonably believes: (i) it would be prevented from conducting its day to day business operations upon the Premises; or (ii) the condition complained of constitutes an emergency.

(c) If a court finally determines that Tenant has improperly exercised its self-help and/or offset rights under subparagraphs (a) and/or (b) of this Section 35, Tenant shall have thirty (30) days after receipt of notice of such final judgment to pay to Landlord any sums found by such court to be due from Tenant to Landlord, before Landlord shall have the right to declare a termination of this Lease.

36. SUCCESSORS AND ASSIGNS. The terms, covenants and conditions hereof shall be binding upon and inure to the parties hereto and their respective heirs, personal representatives, successors and assigns. No third party, other than such successors and assigns, shall be entitled to enforce any or all of the terms of this Lease or shall have rights hereunder whatsoever.

37. EXECUTION. The submission of this document for examination does not constitute an offer to lease, or a reservation of, or option for, the Premises and this document becomes effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Tenant confirms that Landlord has made no representations or promises with respect to the Premises or the making or entry into of this Lease except as are expressly set forth herein, and agrees that no claim or liability shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, breach of any representations, or promises not expressly stated in this Lease. This Lease can be modified or altered only by agreement in writing between Landlord and Tenant.

38. INTERPRETATION. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The captions appearing in this Lease are inserted only as a matter of

convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Lease nor in any way affect this Lease.

39. MISCELLANEOUS. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of rent nor any other provisions contained in this Lease nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers of any covenants, term or condition of this Lease by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or for any subsequent similar act by Tenant. Whenever any provision of this Lease calls for the consent of either Landlord or Tenant, the party from whom consent is requested may withhold such consent for any reason whatsoever unless the provision in question provides that said party may not reasonably withhold such consent. The headings of the several sections contained herein are for convenience only and do not define, limit or construe the contents of such sections.

40. AUTHORITY. If Tenant is a corporation or limited liability company, each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation or limited liability company, as the case may be, and that this Lease is binding upon said corporation or limited liability company, as the case may be, in accordance with its terms without the joinder or approval of any other person. If Landlord is a corporation or limited liability company, each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation or limited liability company, as the case may be, and that this Lease is binding upon said corporation or limited liability company, as the case may be, in accordance with its terms without the joinder or approval of any other person.

41. JOINT AND SEVERAL LIABILITY. If Tenant is more than one natural person, the individuals collectively referred to herein as Tenant shall be jointly and severally liable with respect to the obligation to pay rent and all of the other obligations, covenants and agreements of Tenant set forth in this Lease.

42. ADDENDA. The provisions, if any, included at the end of this Lease, and any riders and exhibits appended to this Lease, are hereby made a part of this Lease as though set forth in full at this point.

43. ANTI-KICKBACK LAW; STARK LAW. Landlord and Tenant enter into this Lease with the intent of conducting their relationship and implementing the agreements contained herein in full compliance with applicable federal, state and local law, including without

limitation, the Medicare/Medicaid Anti-Kickback statute (the "**Anti-Kickback Law**") and Section 1877 of the Social Security Act (the "**Stark Law**"), as amended. Notwithstanding any unanticipated effect of any of the provisions of this Lease, neither party will intentionally conduct itself under the terms of this Lease in a manner that would constitute a violation of the Anti-Kickback Law or the Stark Law. Without limiting the generality of the foregoing, Landlord and Tenant expressly agree that nothing contained in this Lease shall require either party to refer any patients to the other, or to any affiliate or subsidiary of the other. If any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of the Anti-Kickback Law or the Stark Law due to the existence of any provision of this Lease in the opinion of an independent, nationally recognized law firm, Landlord and Tenant agree to negotiate in good faith for a period of 90 days to modify the terms of this Lease to comply with applicable law. Should the parties fail to agree upon modified terms to this Lease within this time, either Landlord or Tenant may immediately terminate this Agreement by giving written notice to the other party.

[Signatures on following page]

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

**LANDLORD:**

**DJSB, LLC, an Illinois limited liability company**

By: Scott Bergman / Dinesh Jain  
Name: Scott Bergman / DINESH JAIN  
Title: VICE PRESIDENT / President

**TENANT:**

**MIDWEST ENDOSCOPY CENTER, LLC, an  
Illinois limited liability company**

By: Dinesh Jain  
Name: Dinesh Jain, M.D.  
Title: President

(Signature Page to Lease Agreement)

Attachment - 2

EXHIBIT A

FLOOR PLAN OF THE PREMISES

(Complete copy attached hereto and incorporated herein)

EXHIBIT A

Suburban Gastroenterology

Midwest Endoscopy, LLC

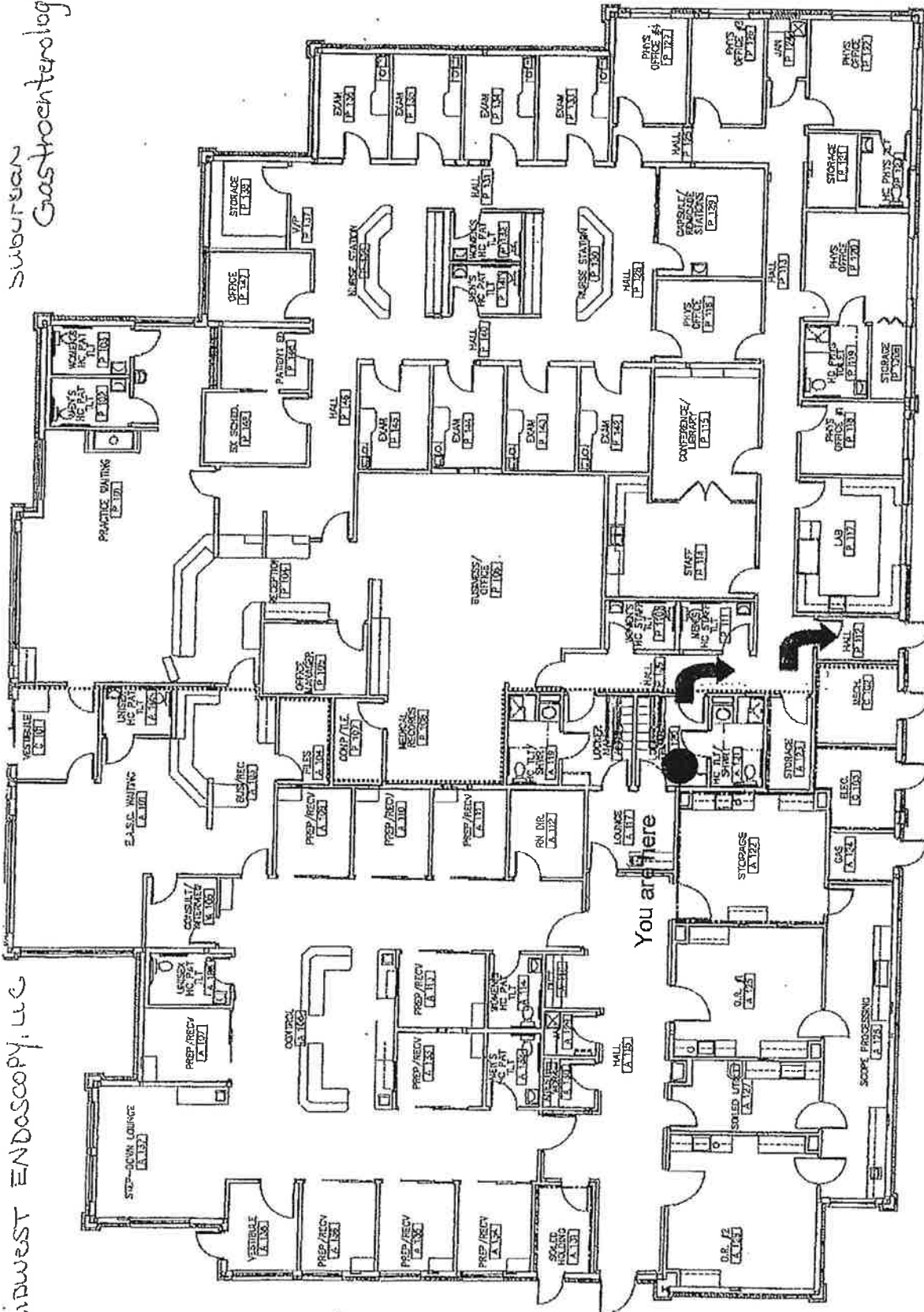


EXHIBIT BRULES AND REGULATIONS

(1) Tenant shall not use any method of heat or air-conditioning other than that approved by Landlord. In the event Tenant shall, after obtaining the prior written approval of Landlord, install special heating or air-conditioning equipment in the Premises, any such equipment shall be installed in accordance with all governing regulatory codes and standards. Any and all damage and costs of repair to the Premises, to other premises in the Building and/or the Building itself arising directly or indirectly from use of a special heating or air-conditioning system shall be the sole responsibility of Tenant.

(2) No portion of the sidewalks, doorways, entrances, passages, vestibules, halls, lobbies, corridors or stairways in or adjacent to the Building shall be obstructed or used for any purpose other than the ingress and egress to and from the Premises.

(3) Tenants and their employees, contractors, customers and invitees shall at all times refrain from making any loud, unseemly or improper noises or sounds or vibrations (through the playing of radios, television sets or musical instruments, the improper or excessively loud use of Tenant's intercom or similar systems, or any other manner) in the Premises or elsewhere in the Building, and from in any manner annoying, disturbing, or interfering with other tenants or their employees and invitees. No foul or noxious gas, odor or substance, or combustible fluid or material, shall be used, kept or permitted to be used in the Premises.

(4) No animals, birds or other pets and no bicycles or other vehicles shall be brought or kept in or about the Building temporarily or otherwise, except at such areas as Landlord may designate. The Premises shall not be used for cooking or lodging purposes or for the storage of merchandise or other materials that are not readily available for sale and/or display.

(5) If Tenant desires telephonic connections or other wire services, Landlord reserves the right to direct where and how the wires are to be introduced and instruments placed, and without such direction no boring or cutting for wires or instruments will be permitted. No spikes, hooks, screws or nails or other device shall be driven in the walls or woodwork of the Premises without the prior consent of the Landlord and no holes shall be drilled in the floor, except for those matters approved by the Landlord in Tenant's initial decoration of the Premises or as subsequently approved by Landlord in writing.

(6) No sign, advertisement or notice other than as required or permitted in the Lease shall be inscribed, painted or affixed on any part of the outside or inside of the Building or Premises and then only at the expense of Tenant and of such color, size, style and material as shall be approved by Landlord.

(7) Tenant shall not commit, suffer or permit the placement of any load upon any floor, electric service or other structural or mechanical system of the Premises or Building in excess of the design load capacity thereof.

(8) Safes and other objects of unusual size or weight will not be allowed to be brought into or removed from the Building without the prior written consent of Landlord, and all damage done to the Building or the Premises by the delivery, installation, use or removal thereof shall be paid for by the Tenant.

(9) Freight, business equipment, furniture, and other large or bulky articles shall be delivered to and removed from the Building through such entrance, in such manner and at such times as may be reasonably designated by the Landlord. All damage to the Building caused by the moving or carrying of articles therein or thereon shall be paid for by Tenant.

(10) Water shall not be left running except when in actual use. Lavatory and other plumbing equipment shall not be used for any purpose other than that for which they are intended, and no rubbish, papers or other foreign substances shall be thrown therein. Any damage resulting to them from misuse of any nature or character whatever shall be paid for by the tenant causing the damage.

(11) No vending machine or machines of any description shall be installed, maintained or operated upon the Premises or anywhere in the Building by Tenant without the written consent of the Landlord.

(12) No blinds, shades, curtains, draperies or similar items visible from the exterior of the Building, and no awnings, TV antennas, aerials or other projections shall be installed by any tenant on, over or around the exterior windows or entrances of the Premises without the Landlord's prior written consent.

(13) Tenant shall not advertise the business, profession or activities of Tenant in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining thereto. Tenant shall not use the name of the Building for any purpose other than that of the business address of Tenant and shall not use any picture, cut or representation of the Building, without the Landlord's prior written consent.

(14) Tenant shall not (a) attach or permit to be attached additional locks or similar devices to any interior or exterior door or transom of the Premises; (b) change existing interior or exterior locks or the mechanism thereof; or (c) make or permit to be made any keys for any door thereof other than those provided by Landlord. If more than two keys for one lock are desired, Landlord will provide them upon payment therefor by Tenant. Each tenant, upon the termination of its tenancy, shall deliver to the Landlord all keys of shops, offices, rooms and toilet rooms which shall have had made, and in the event of loss of any keys so furnished shall pay Landlord therefor.

(15) Tenant shall, at its sole expense, provide and maintain an adequate fire extinguisher upon the Premises.

(16) Tenant shall use no more than four (4) parking spaces per 1,000 rentable square feet of floor area in the Premises for parking by Tenant's employees, guests and invitees in the parking areas of the Building. Landlord shall exercise reasonable efforts to prevent other tenants of the Building from infringing on the parking rights of Tenant under this Lease.

(17) No smoking shall be permitted in the Building.

(18) Landlord reserves the right to exclude or eject from the Building all solicitors, canvassers and peddlers, or any person who, in the reasonable judgment of Landlord's security officer or employee in charge, is under the influence of liquor or drugs, or any person who shall in any manner do any illegal act or any act in violation of any of the rules and regulations of the Building.

(19) Tenant and its employees, agents and invitees shall observe and comply with the driving and parking signs and markers on the property surrounding the Building.

(20) Tenant shall give notice to Landlord of any accidents to or defects in plumbing, electrical fixtures, or heating apparatus so that such accidents and defects may be attended to promptly.

(21) Landlord reserves the right to control usage of the public restrooms in the Building and to close such restrooms for cleaning during designated hours.

## EXHIBIT C

## Base Rent Schedule

(Lease Years 1-5 only)

| year of lease | Month/Year              | Monthly payment amount | amt. /rsf |
|---------------|-------------------------|------------------------|-----------|
| yr 1          | 1-3-14* through 1-31-15 | \$22,286.25            | \$45/rsf  |
| yr 2          | 2-1-15 through 1-31-16  | \$22,781.50            | \$46/rsf  |
| yr 3          | 2-1-16 through 1-31-17  | \$23,276.75            | \$47/rsf  |
| yr 4          | 2-1-17 through 1-31-18  | \$23,772.00            | \$48/rsf  |
| yr 5          | 2-1-18 through 1-31-19  | \$24,267.25            | \$49/rsf  |

\* January 2014 Base Rent will be prorated as provided in Lease Section 3.1.

**Exhibit D****Fair Market Rental Rate Reset**

Six (6) months prior to each Base Rent Reset Date (each, an "**Adjustment Date**"), the Base Rent is subject to adjustment as provided below.

1. Within 30 days after the Adjustment Date, the parties acting in good faith will mutually agree upon one independent currently licensed Illinois real estate broker (the "**Arbitrator**") to determine the Fair Market Rental Rate (defined below) as of that immediately past Adjustment Date. The Arbitrator must have at least ten years' experience which directly relates to the leasing of Class A office space in the Pertinent Market (defined below) area. The fees of the Arbitrator shall be evenly borne by the parties. If the parties are unable to agree upon the Arbitrator, such Arbitrator shall be appointed by the American Arbitration Association, Chicago, Illinois, or its successor, from its qualified panel of arbitrators having the qualifications required in this Exhibit.

2. The Base Rent as of the immediately following Base Rent Reset Date shall be the Fair Market Rental Rate including any escalation as the Arbitrator may determine, which shall continue until the next Base Rent Reset Date.

3. The Arbitrator shall render its decision of the Fair Market Rental Rate within 30 days of appointment. The decision of the Arbitrator shall be binding, final and conclusive on and non-appealable by the parties. The Arbitrator's decision shall be enforceable by either party in any court of law.

4. The term "**Fair Market Rental Rate**" shall mean a base rental rate comprised of (a) one hundred percent (100%) of the prevailing base rental rate per square foot of rentable area available in the Pertinent Market (defined below), as determined by the Arbitrator, and (b) one hundred percent (100%) of any escalation of any such base rental rate (based upon a fixed step and/or index) prevailing in the Pertinent Market, as determined by the Arbitrator, taking into account (i) comparable leases (on the basis of factors such as, but not limited to, size and location of space, commencement date and term of lease), if any, recently executed for improved space in the Building or (ii) if no such leases for comparable space have been executed in the Building, then leases for comparable (on the basis of factors such as, but not limited to, size and location of space, commencement date and term of lease) improved space in first-class buildings in the Naperville, Illinois area in which the Building is located which are sufficiently improved to allow the Permitted Use and are otherwise comparable to the Building in reputation, quality, age, size, location, and level and quality of services provided and which have reached economic stabilization and are not offering, for any other reason, below-market rents (the foregoing factors not being exclusive in identifying comparable buildings) (the Building, together with such comparable buildings, if applicable, being herein referred to as the "**Pertinent Market**"). In determining the Fair Market Rental Rate, the Arbitrator shall also take into consideration (x) the definition of rentable area or net rentable area with respect to which such rental rates are computed; (y) the value of rental abatements,

allowances for demolition, construction of tenant improvements and space planning and other similar concessions generally available in the Pertinent Market at such time to tenants leasing comparable space; and (z) other comparable pertinent factors.

\* \* \*

## FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this "**Amendment**") is dated as of the 14<sup>th</sup> day of July, 2015 (the "**Effective Date**") by and between **DJSB, LLC**, an Illinois limited liability company ("**Landlord**"), and **MIDWEST ENDOSCOPY CENTER, LLC.**, an Illinois limited liability company ("**Tenant**", which along with Landlord is sometimes singularly referred to herein as a "**Party**" or collectively with Landlord as the "**Parties**").

RECITALS

A. WHEREAS, the Parties entered into that certain lease dated as of January 3, 2014 (the "**Lease**"), wherein Landlord leased to Tenant and Tenant leased from Landlord approximately 5,943 rentable square feet of floor area known as Suite 2 (the "**Premises**") on the first floor of the building (the "**Building**") located at 1243 Rickert Drive, Naperville, Illinois.

B. WHEREAS, Landlord is planning to remodel the Premises depicted in **Exhibit "A"** to the Lease and increasing the rentable square feet of floor area contained in the Premises.

C. WHEREAS, the Parties intend to amend the Lease as provided for in this Amendment.

NOW, THEREFORE, in consideration of the above Recitals which are incorporated into this Amendment, and of the mutual covenants contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree to amend the Lease as of the Effective Date as follows:

1. Interpretation. This Amendment shall supplement the Lease, which together shall be deemed to be one instrument and shall be referred to as the "**Amended Lease**." If there is any inconsistency between the terms of this Amendment and those contained in the Lease, the terms of this Amendment shall, in all instances, control and prevail. Unless otherwise defined in this Amendment, initially capitalized terms in this Amendment shall have the same meaning as set forth in the Lease.

2. Premises. The Premises will be remodeled and expanded by Landlord to include approximately 2,900 square feet of additional rentable square feet of floor area which, after adding to the current rentable floor area of 5,943 square feet, shall result in a revised rentable floor area of 7,843 square feet. An additional 1,000 square feet of rentable storage area will also be built as the basement serving the Premises.

3. Term. The term ("**Initial Term**") as set forth and defined in Section 1.5 of the Lease is hereby amended to the earlier of (i) January 1, 2017; and (ii) the date on which the remodeling and expansion of the Premises to include the additional rentable floor area and additional storage area is completed by Landlord (the "**Commencement Date**") and end at 11:59 pm of the last day of the tenth Lease Year (the "**Expiration Date**"). Tenant shall have the option to renew the Lease for two (2) additional five (5) year terms (each an "**Option Term**") on the same terms in effect as of the Expiration Date of the Initial Term (or the expiration date of the first Option Term) by written notice given to Landlord at least six (6) months prior to and not more than twelve (12) months prior to the Expiration Date of the Initial Term or the expiration

date of the first Option Term, as applicable. The Initial Term, first Option Term and second Option Term shall be collectively referred to in this Lease as the “**Term**”. The first Option Term and the second Option Term shall be collectively referred to as the “**Option Terms**”.

4. **Base Rent.** Commencing as of January 1, 2017, Base Rent during the Initial Term shall be as provided for below:

| <b>Lease Period</b>      | <b>Monthly Base Rent</b> | <b>Annual Base Rent</b> |
|--------------------------|--------------------------|-------------------------|
| 01/01/2017 to 12/31/2017 | \$36,617.78              | \$439,413.38            |
| 01/01/2018 to 12/31/2018 | \$37,113.03              | \$445,356.38            |
| 01/01/2019 to 12/31/2019 | \$37,608.28              | \$451,299.38            |
| 01/01/2020 to 12/31/2020 | \$38,103.53              | \$457,242.38            |
| 01/01/2021 to 12/31/2021 | \$38,598.78              | \$463,185.38            |
| 01/01/2022 to 12/31/2022 | \$39,094.03              | \$469,128.38            |
| 01/01/2023 to 12/31/2023 | \$39,589.28              | \$475,071.38            |
| 01/01/2024 to 12/31/2024 | \$40,084.53              | \$481,014.38            |
| 01/01/2025 to 12/31/2025 | \$40,579.78              | \$486,957.38            |
| 01/01/2026 to 12/31/2026 | \$41,075.03              | \$492,900.38            |

The monthly and annual Base Rent amounts set forth in the foregoing schedule are based on a Rent Constant of seven percent (7%) of the estimated Landlord expenditure of \$2,202,134.00 to complete the remodeling and expansion of the Premises (the “**Landlord’s Work**”). Upon Landlord’s completion of Landlord’s Work, the actual costs incurred by Landlord shall be determined, and the monthly and annual Base Rent amounts shall be subject to final adjustment based upon seven percent (7%) of the actual costs to complete Landlord’s Work. The actual costs incurred by Landlord shall not include debt service, building expenses or other similar expenses which are unrelated to the Landlord’s Work in the Premises.

Base Rent during the Option Terms shall be adjusted in accordance in the manner set forth in **Exhibit “D”** to the Lease.

5. **Landlord’s Work.** Landlord shall solicit bids/construction estimates from no fewer than three qualified and reputable contractors. The Landlord shall make these bids available for tenant review. The contractor selected shall be the lowest bidder who also fulfils the Landlord’s schedule and quality requirements to the Landlord’s satisfaction.

6. **Miscellaneous.**

(a) The entire agreement of the Parties is set forth in this Amendment, together with the Lease. No other agreement or understanding with respect to this Amendment shall be valid or of any force or effect.

(b) As amended by this Amendment, the Lease is ratified and confirmed in every respect, and is and continues to be in full force and effect.

(c) This Amendment may be executed in any number of counterparts and by each of the Parties in separate counterparts, all such counterparts together constituting but one and the same instrument.

(d) Each of the Parties represents and warrants to the other that this Amendment is a valid and binding obligation of such Party, that each of the terms of this Amendment is enforceable against such Party in accordance with its terms; and that the person signing on behalf of the respective Party is fully and lawfully authorized and directed to execute and deliver this Amendment, without the necessity of the consent or joinder of any other party.

(e) This Amendment shall be governed by and interpreted in accordance with the internal laws of the State of Illinois applicable to agreements made and to be performed entirely within such state, without giving effect to the principles of conflict of laws. If any term of this Amendment (or any portion) or the application of any such provision (or any portion) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision (or the remaining portion) or the application of such provision to any other persons or circumstances.

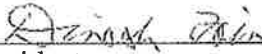
[The Balance of this Page Intentionally Left Blank]

[Signature Page Follows]

The Parties have executed this Amendment through their duly authorized officers or representatives as of the date first written above.

## LANDLORD

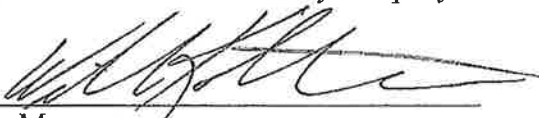
**DJSB, LLC**, an Illinois limited liability company

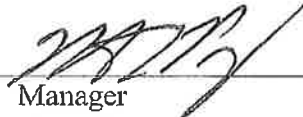
By:   
 Title: President  
 Name: Dr. Dinesh Jain

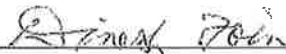
By:   
 Title: Medical Director  
 Name: Dr. Scott Berger

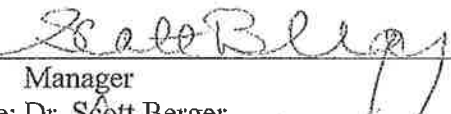
## TENANT

**MIDWEST ENDOSCOPY CENTER, LLC**, an Illinois limited liability company

By:   
 Title: Manager  
 Name: William Kottmann


By:   
 Title: Manager  
 Name: Vince Pryor

By:   
 Title: Manager  
 Name: Dr. Dinesh Jain

By:   
 Title: Manager  
 Name: Dr. Scott Berger

By:   
 Title: Partner  
 Name: Dr. Sushama Gundlapalli

By:   
 Title: Partner  
 Name: Dr. Ravi Nadimpalli

By:   
 Title: Partner  
 Name: Dr. Gonzalo Pandolfi

By:   
 Title: Manager  
 Name: Dr. Darren Kastin

**SECOND AMENDMENT TO LEASE**

THIS SECOND AMENDMENT TO LEASE (this "Amendment") is dated as of November 15, 2020 by and between **DJSB, LLC**, an Illinois limited liability company ("Landlord"), and **MIDWEST ENDOSCOPY CENTER, LLC**, an Illinois limited liability company ("Tenant").

**WITNESSETH:**

**WHEREAS**, Landlord and Tenant are parties to that certain Lease dated as of January 3, 2014, as amended by that certain First Amendment to Lease dated as of July 14, 2015 (as so amended, the "Lease"), for certain premises located at 1243 Rickert Drive, Suite 2, Naperville, Illinois (the "Premises"), as more particularly described in the Lease; and

**WHEREAS**, Landlord and Tenant desire to amend the Lease to update the Premises square footage and Base Rent and extend the Initial Term, subject to the terms and conditions set forth in this Amendment.

**NOW, THEREFORE**, in consideration of the foregoing premises and of the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Defined Terms: Recitals.** Capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed thereto in the Lease. The above recitals are hereby incorporated herein as if fully set forth below.

2. **Term.** The Initial Term of the Lease is hereby amended and extended for a period of ten (10) years commencing on November 1, 2020 and ending on October 31, 2030. Tenant shall continue to have the right and option to renew the Lease and extend the Initial Term, as amended and extended hereby, for two (2) five (5) year Option Terms as set forth in the Lease but with Base Rent as set forth in Section 4 below.

3. **Premises Square Footage.** Following certain additions and expansions, the square footage of the Premises is now 10,905, and the reconfigured Premises is as depicted on Exhibit A attached hereto.

4. **Base Rent.** Commencing on November 1, 2020, annual Base Rent for the Initial Term shall be \$585,000.00 and increase annually by three percent (3%) as follows:

| <u>Lease Period</u>     | <u>Annual Base Rent</u> | <u>Monthly Base Rent</u> |
|-------------------------|-------------------------|--------------------------|
| 11/1/2020 to 10/31/2021 | \$585,000.00            | \$48,750.00              |
| 11/1/2021 to 10/31/2022 | \$602,550.00            | \$50,212.50              |
| 11/1/2022 to 10/31/2023 | \$620,626.50            | \$51,718.86              |
| 11/1/2023 to 10/31/2024 | \$639,245.30            | \$53,270.44              |
| 11/1/2024 to 10/31/2025 | \$658,422.65            | \$54,868.55              |

|                         |              |             |
|-------------------------|--------------|-------------|
| 11/1/2025 to 10/31/2026 | \$678,175.33 | \$56,514.61 |
| 11/1/2026 to 10/31/2027 | \$698,520.59 | \$58,210.05 |
| 11/1/2027 to 10/31/2028 | \$719,476.21 | \$59,956.35 |
| 11/1/2028 to 10/31/2029 | \$741,060.50 | \$61,755.04 |
| 11/1/2029 to 10/31/2030 | \$763,292.31 | \$63,607.69 |

Base Rent for any exercised Option Term shall continue to increase annually by three percent (3%) and shall be as follows:

| <u>First Option Term</u> | <u>Annual Base Rent</u> | <u>Monthly Base Rent</u> |
|--------------------------|-------------------------|--------------------------|
| 11/1/2030 to 10/31/2031  | \$786,191.08            | \$65,515.92              |
| 11/1/2031 to 10/31/2032  | \$809,776.81            | \$67,481.40              |
| 11/1/2032 to 10/31/2033  | \$834,070.12            | \$69,505.84              |
| 11/1/2033 to 10/31/2034  | \$859,092.22            | \$71,591.02              |
| 11/1/2034 to 10/31/2035  | \$884,864.99            | \$73,738.75              |

| <u>Second Option Term</u> | <u>Annual Base Rent</u> | <u>Monthly Base Rent</u> |
|---------------------------|-------------------------|--------------------------|
| 11/1/2035 to 10/31/2036   | \$911,410.94            | \$75,950.91              |
| 11/1/2036 to 10/31/2037   | \$938,753.27            | \$78,229.44              |
| 11/1/2037 to 10/31/2038   | \$966,915.87            | \$80,576.32              |
| 11/1/2038 to 10/31/2039   | \$995,923.34            | \$82,993.61              |
| 11/1/2039 to 10/31/2040   | \$1,025,801.04          | \$85,483.42              |

5. Tenant's Proportionate Share. Based upon the current square footage of the Premises (10,905) and the Building (19,900), Tenant's Proportionate Share is hereby amended and updated to be 54.80%.

6. Ratification. Except as expressly modified by this Amendment, the Lease and all of its terms, provisions, covenants and conditions shall remain unmodified, unamended and in full force and effect.

253

7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Amendment may be executed and delivered by facsimile or other electronic transmission, and such electronically transmitted counterparts shall be effective as originals and may be relied upon as such by the parties.

[signature page follows]

**IN WITNESS WHEREOF**, Landlord and Tenant have executed and delivered this Amendment as of the day and year first above written.

**LANDLORD:**

**DJSB, LLC**, an Illinois limited liability company

By: Dinesh Jain  
Dr. Dinesh Jain, Partner

By: Scott Berger  
Dr. Scott Berger, Partner

**TENANT:**

**MIDWEST ENDOSCOPY CENTER, LLC**, an Illinois limited liability company

By: Joseph Dant  
Joseph Dant, Manager

By: James Lengemann  
Dr. James Lengemann, Manager

By: Dinesh Jain  
Dr. Dinesh Jain, Manager

By: Scott Berger  
Dr. Scott Berger, Manager

By: Sushama Gundlapalli  
Dr. Sushama Gundlapalli, Partner

By: Darren Kastin  
Dr. Darren Kastin, Partner

By: Gonzalo Pandolfi  
Dr. Gonzalo Pandolfi, Partner

By: Shivani Kiriluk  
Dr. Shivani Kiriluk, Partner

By: Praveen Mettu  
Dr. Praveen Mettu, Partner

By: Aditya Dholakia  
Dr. Aditya Dholakia, Partner

EB

EXHIBIT A  
DEMISED PREMISES



conceptual  
designs inc.

2117 NINTO STREET  
EUGENE, OR 97401  
BOOTHARD CORP., FORM 52752  
P/F 543.823.6123



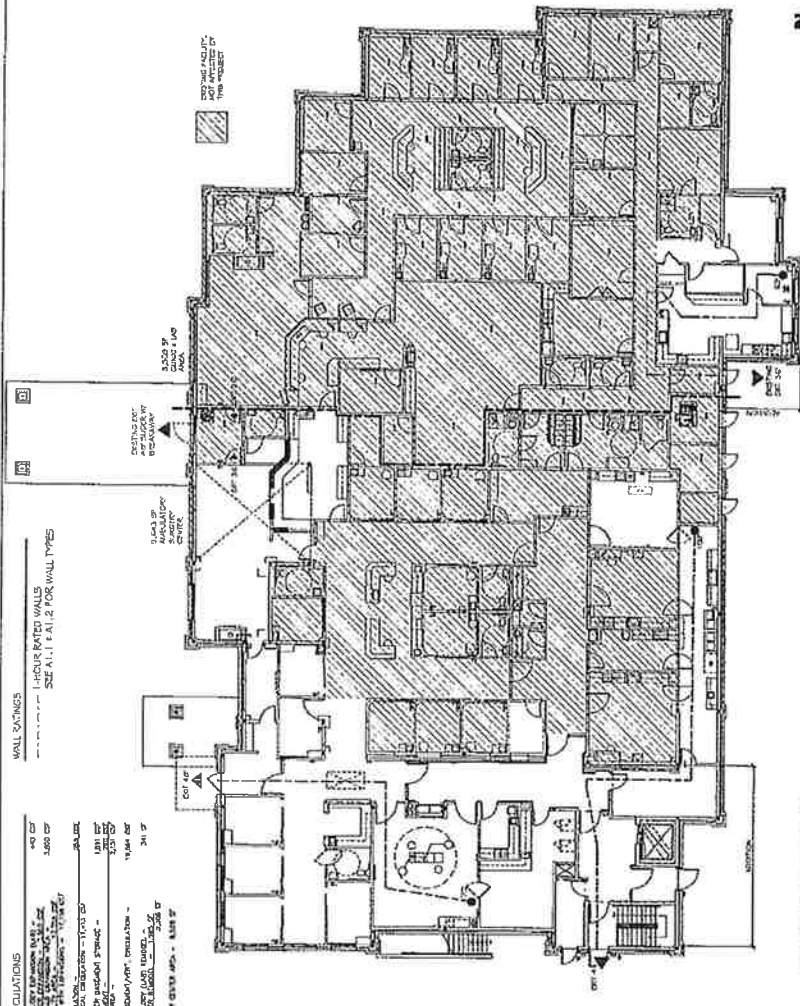
WEEKEND LIVE FROM THE STADIUM  
100% LIVE FROM THE STADIUM  
100% LIVE FROM THE STADIUM

DJSB, LLC  
MIDWEST ENDOSCOPY CENTER &  
SUBURBAN GASTROENTEROLOGY LAB  
EXPANSION

LIFE SAFETY PLAN &  
BUILDING INFORMATION

|           |              |
|-----------|--------------|
| DATE      | 3.1.12       |
| DRAWN BY  | AL           |
| INTL FOR  | CONSTRUCTION |
| PROJECT # | 136-18       |
| REVISIONS |              |

AO.O



CODE INFORMATION

**PROJECT DESCRIPTION: PROJECT SCOPE IS BROKEN INTO TWO AREAS:**

1. OUTPATIENT SURGERY ADDITION
2. LABORATORY EXPANSION

**BUILDING / PROJECT SIZE:**  
MEC 9,780 sqft  
SGI 7,690 sqft

|           |                   |
|-----------|-------------------|
| Basement: |                   |
| MEC:      | 670 sqft          |
| SGI:      | 850 sqft          |
| Common:   | 910 sqft          |
| Total:    | <u>2,430 sqft</u> |

CONSTRUCTION TYPE: IIB

SPRINKLER:  
YES, PROVIDED

OCCUPANCY GROUP: BUSINESS

ALLOWABLE BUILDING SIZE: 3 STORIES, 23,000 SF

OCCUPANT LOAD:  
100 SF/ PERSON: 197 OCCUPANTS TOTAL BUILDING  
LOWER LEVEL OCCUPANTS: 19 OCCUPANTS

MINIMUM EXITS REQUIRED: 2 EXITS  
EXITS PROVIDED: 4 EXITS

REQUIRED EGRESS WIDTH:  
STAIRWAYS: 0.3 INCH/ OCCUPANT SERVED = 5.7'  
ALL OTHER: 0.15 INCH/OCCUPANT = 29.55"

COMMON PATH OF EGRESS TRAVEL: 100 FEET

**EXIT ACCESS TRAVEL DISTANCE: 300 FEET, 100 FEET IN BASEMENT**

PLUMBING FIXTURES: 200 SF/ OCCUPANT = 99 PLUMBING  
OCCUPANCY LOAD. REQUIRES 3 WC PER MALE & FEMALE  
(13 TOTAL TOILET ROOMS PROVIDED + MALE & FEMALE LOCKER  
ROOMS)

# BUILDING CODES

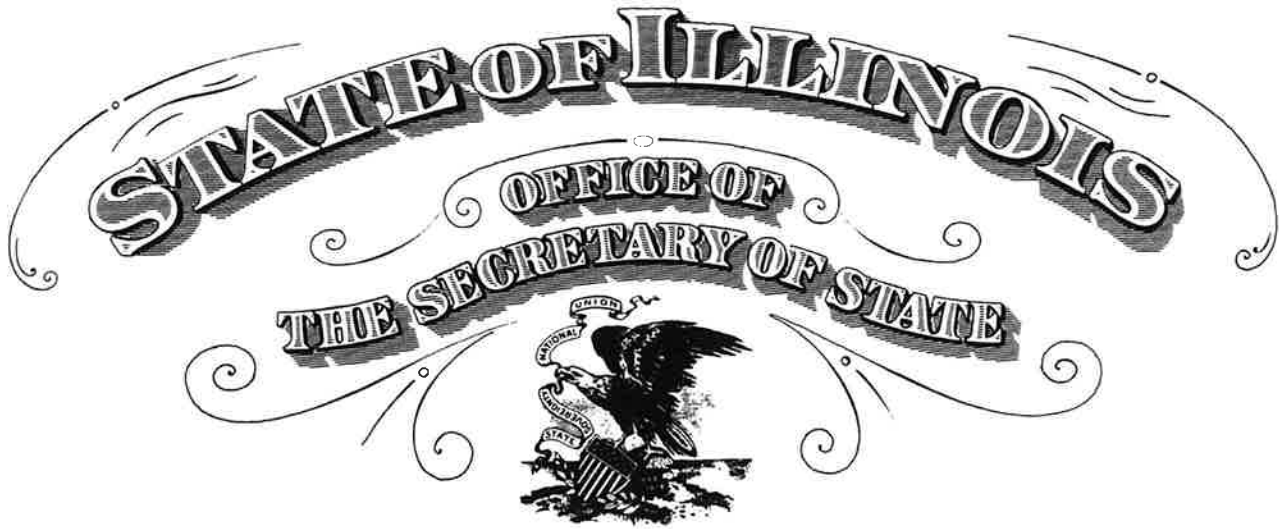
INTERNATIONAL BUILDING CODE, 2012  
INTERNATIONAL FIRE CODE, 2012  
INTERNATIONAL MECHANICAL CODE, 2012  
INTERNATIONAL PLUMBING CODE, 2012  
ILLINOIS STATE PLUMBING CODE  
NCEC ELECTRICAL ADMINISTRATIVE PROVISIONS, 2006  
NATIONAL ELECTRICAL CODE, 2011  
ILLINOIS ACCESSIBILITY CODE  
NAPERVILLE AMENDMENTS, TITLE 5 OF THE MUNICIPAL  
LIFE 101 LIFE SAFETY CODE, 2012  
LIFE SAFETY CODE, 2012 - CHAPTER 20 NEW AMBULANCE  
NFA 99 HEALTH CARE FACILITIES CODE, 2012  
TITLE 77, ILLINOIS ADMINISTRATIVE CODE, SECTION 20  
NFA 99 HEALTH CARE FACILITIES CODE

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

The Illinois Certificate of Good Standing for Midwest Endoscopy Center, LLC is attached at Attachment – 3.

File Number

0115917-8



***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***

MIDWEST ENDOSCOPY CENTER, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON APRIL 09, 2004, 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 .***

*Jesse White*

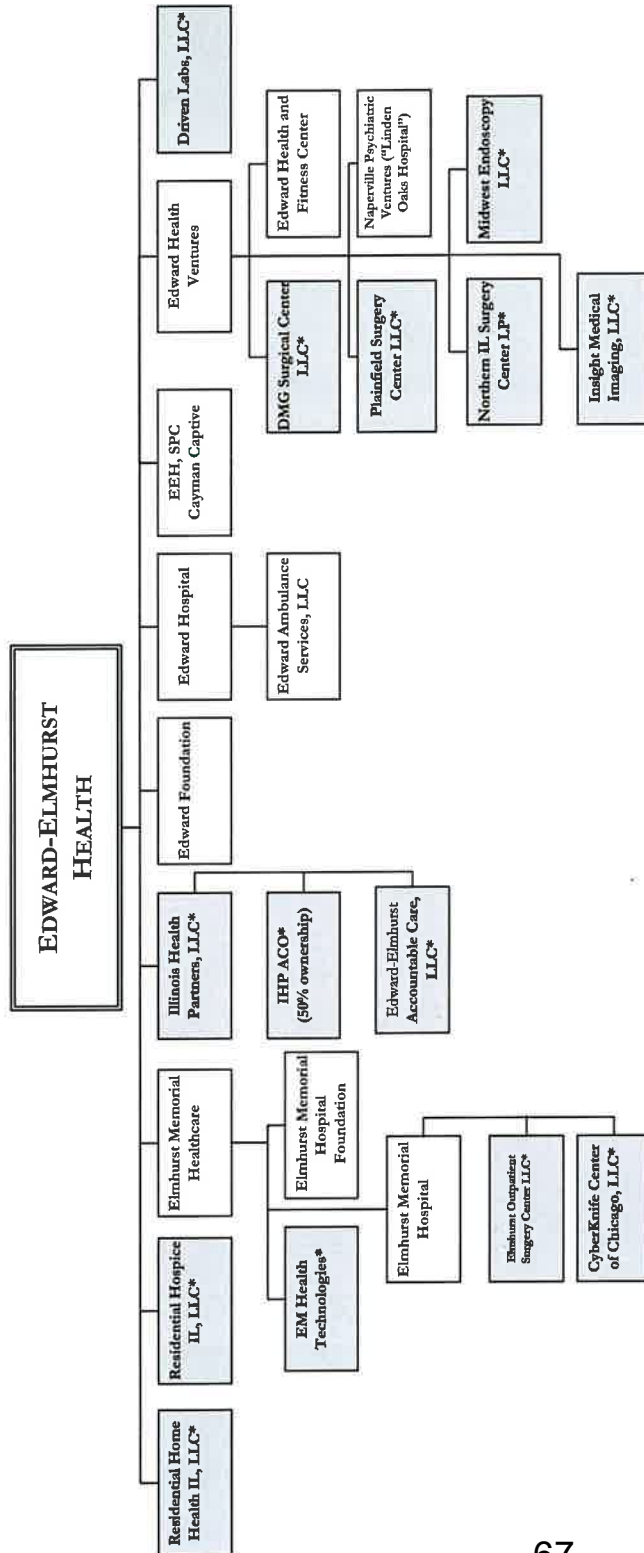
SECRETARY OF STATE

Authentication #: 2124601096 verifiable until 09/03/2022  
Authenticate at: <http://www.ilsos.gov>

**Section I, Identification, General Information, and Certification**

**Organizational Relationships**

The organizational charts showing the current organizational structure of Midwest Endoscopy Center, LLC, along with the post-transaction ownership structure are attached at Attachment - 4.



Edward-Elmhurst Health ("EEH") is the sole corporate member of Edward Hospital, Edward Health Ventures, Edward Foundation EEH, SPC, Elmhurst Memorial Healthcare, Illinois Health Partners, LLC, and Driven Labs, LLC. EEH participated in the following joint ventures and owns interest as listed:

- Residential Home Health Illinois, LLC (60%)
- Residential Hospice Illinois, LLC (42.5%)

Edward Hospital ("EH") participates in the following joint ventures and owns interests as listed:

- Edward Ambulance Services LLC (55%)

Edward Health Ventures ("EHV") participates in the following joint ventures and owns interests as listed:

- DMG Surgical Center, LLC (12.5%)
- Plainfield Surgery Center, LLC (26%)
- Naperville Psychiatric Ventures d/b/a Linden Oaks Hospital (99%)

Northern Illinois Surgery Ctr. Limited Partnership (The Center for Surgery) (33%)

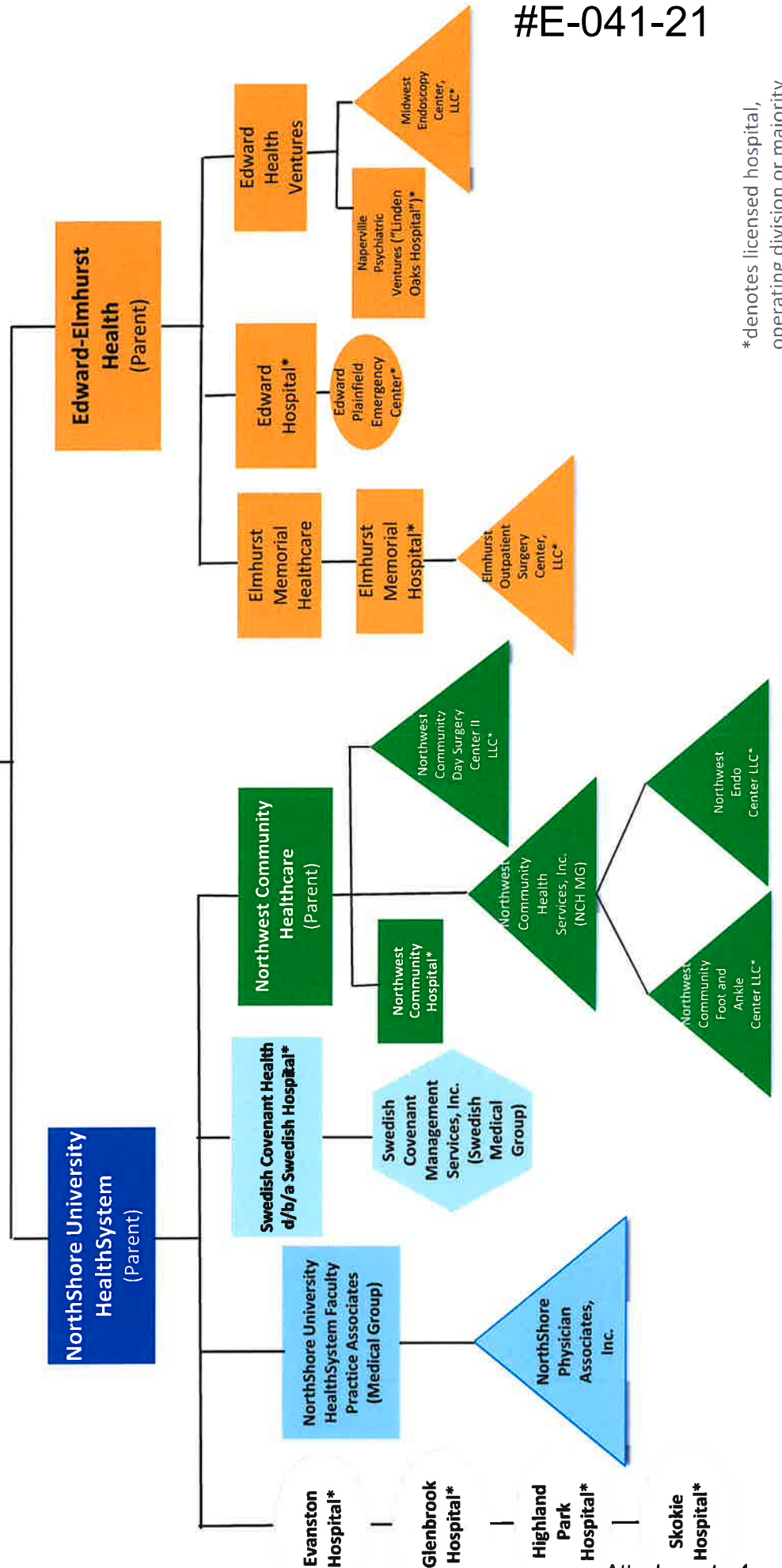
- Midwest Endoscopy (51%)
- Insight Medical Imaging, LLC (60%)

Elmhurst Memorial Hospital ("EMH") participates in the following joint ventures and owns interests as listed:

- CyberKnife Center of Chicago, LLC (40%)
- Elmhurst Outpatient Surgery Center, LLC (50%)

# Post-close Organizational Structure

## NS-EE Holdings



\*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 Edward-Elmhurst Health 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.

| <b>Edward-Elmhurst Health</b>                                 |   |                    |  |
|---|---|--------------------|--|
| <b>Name</b>   | <b>Address</b>  | <b>License No.</b> | <b>Accreditation Identification No</b> |
| Edward Hospital   | 801 South Washington Street<br>Naperville, Illinois 60540         | 0003905            |  |
| Elmhurst Memorial Hospital                                    | 155 East Brush Hill Road<br>Elmhurst, Illinois 60126              | 000575(1)          |  |
| Naperville Psychiatric Ventures<br>d/b/a Linden Oaks Hospital | 852 South West Street<br>Naperville, Illinois 60540               | 0005058            |  |
| Edward Plainfield Emergency Center                            | 24600 West 127 <sup>th</sup> Street<br>Plainfield, Illinois 60585 | 22003              |  |

| <b>Edward-Elmhurst Health<br/>Health Care Facilities with 5% or Greater Ownership</b> |   |                |
|---|---|----------------|
| <b>Name</b>   | <b>Address</b>  | <b>License</b> |
| Elmhurst Outpatient Surgery Center  | 1200 South York Road, Suite 1400<br>Elmhurst, Illinois 60126                  | 7002330        |
| Midwest Endoscopy   | 3811 Highland Avenue<br>Downers Grove, Illinois 60515                         | 7001076        |
| DMG Surgical Center   | 2725 Technology Drive<br>Lombard, Illinois 60148                              | 7003023        |
| Plainfield Surgery Center   | 24600 West 127 <sup>th</sup> Street, Building C<br>Plainfield, Illinois 60585 | 7003135        |
| Salt Creek Surgery Center   | 530 North Cass Avenue<br>Westmont, Illinois 60559                             | 7003189        |

DISPLAY THIS PART IN A  
CONSPICUOUS PLACE


RECEIVED  
6-17-21

Exp. Date 06/30/2022  
Lic Number 0003905


Date Printed 05/07/2021

Edward Hospital  
801 S Washington St  
Naperville, IL 60540

FEE RECEIPT NO.

|  |                  |  |  |
|--|------------------|--|--|
|  <b>Illinois Department of<br/>PUBLIC HEALTH</b>  |                  | <b>HF 122886</b>   |  |
| <b>LICENSE, PERMIT, CERTIFICATION, REGISTRATION</b>  |                  |  |  |
| 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. |                  |  |  |
| <b>Ngozi O. Ezike, M.D.</b><br><b>Director</b>   |                  | Issued under the authority of<br>the Illinois Department of<br>Public Health |  |
| EXPIRATION DATE  | CATEGORY         | I.D. NUMBER  |  |
| 06/30/2022   | General Hospital | 0003905  |  |
| Effective: 07/01/2021  |                  |  |  |
| Edward Hospital<br>801 S Washington St<br>Naperville, IL 60540   |                  |  |  |
| 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

|   |  |   |  |
|---|--|---|--|
|  <b>Illinois Department of<br/>PUBLIC HEALTH</b>   |  | <b>HF 122683</b>  |  |
| <b>LICENSE, PERMIT, CERTIFICATION, REGISTRATION</b>   |  |   |  |
| <p>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.</p> |  |   |  |
| <b>Ngozi O. Ezike, M.D.</b><br><b>Director</b>  |  | <p>Issued under the authority of<br/>the Illinois Department of<br/>Public Health</p> |  |
| <b>EXPIRATION DATE</b><br><b>06/24/2022</b>   | <b>CATEGORY</b><br><b>General Hospital</b> | <b>ID NUMBER</b><br><b>0005751(1)</b>   |  |
| <b>Effective: 06/25/2021</b>  |  |   |  |
| <b>Elmhurst Memorial Hospital</b><br><b>155 E Brush Hill Rd</b><br><b>Elmhurst, IL 60126</b>  |  |   |  |
| <p>The face of this license has a colored background. Printed by Authority of the State of Illinois • PO. #19-493-001 10M 9/18</p>  |  |   |  |

Exp. Date 06/24/2022  
Lic Number 0005751(1)

Date Printed 04/06/2021

Elmhurst Memorial Hospital  
155 E Brush Hill Rd  
Elmhurst, IL 60126

FEE RECEIPT NO.

← DISPLAY THIS PART IN A  
CONSPICUOUS PLACE

HF 123275

**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

| EXPIRATION DATE              | CATEGORY | LO NUMBER |
|------------------------------|----------|-----------|
| 08/31/2022                   |          | 0005058   |
| <b>Psychiatric Hospital</b>  |          |           |
| <b>Effective: 09/01/2021</b> |          |           |

**Naperville Psychiatric Ventures  
dba Linden Oaks Hospital  
852 S West St**

**Naperville, IL 60540**

**Exp. Date 08/31/2022**

**Lic Number 0005058**

**Date Printed 06/24/2021**

**Naperville Psychiatric Ventures  
dba Linden Oaks Hospital  
852 S West St  
Naperville, IL 60540**

**FEE RECEIPT NO.**

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

#E-041-21



**Illinois Department of**  
**PUBLIC HEALTH**  
**HF 123678**

**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.**

Issued under the authority of  
the Illinois Department of  
Public Health

**Director**

EXPIRATION DATE

**9/10/2022**

CATEGORY

I.D. NUMBER

**22003**

**Free Standing Emergency Center**

**Licensed Beds: 15**

**Edward Plainfield Emergency Center**  
**24600 W. 127th Street**  
**Plainfield, IL 60585**

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 9/10/2022

Lic Number 22003


Date Printed 8/30/2021

Edward Plainfield Emergency Center

FEE RECEIPT NO.

#E-041-21

← DISPLAY THIS PART IN A  
CONSPICUOUS PLACE

|  |          |  |
|--|----------|--|
|  <b>Illinois Department of<br/>PUBLIC HEALTH</b>  |          |  |
| HF 122885  |          |  |
| <b>LICENSE, PERMIT, CERTIFICATION, REGISTRATION</b>  |          |  |
| 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.<br>Director   |          | Issued under the authority of<br>the Illinois Department of<br>Public Health |
| EXPIRATION DATE<br><b>06/30/2022</b>   | CATEGORY | I.D. NUMBER<br><b>7002330</b>  |
| <b>Ambulatory Surgery Treatment Center</b>   |          |  |
| Effective: 07/01/2021  |          |  |
| Elmhurst Outpatient Surgery Center<br>1200 S York Rd Ste 1400<br>Elmhurst, IL 60126  |          |  |
| 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 06/30/2022

Lic Number 7002330


Date Printed 05/07/2021

Elmhurst Outpatient Surgery Center

1200 S York Rd Ste 1400  
Elmhurst, IL 60126-5633

FEE RECEIPT NO.

← DISPLAY THIS PART IN A  
CONSPICUOUS PLACE

|  |          |  |           |
|--|----------|--|-----------|
|  <b>Illinois Department of<br/>PUBLIC HEALTH</b>  |          |  | HF 121580 |
| <b>LICENSE, PERMIT, CERTIFICATION, REGISTRATION</b>  |          |  |           |
| The person, firm or corporation whose name appears on this certificate has complied with the provisions of<br>the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as<br>indicated below. |          |  |           |
| Ngozi O. Ezike, M.D.<br><b>Director</b>  |          | Issued under the authority of<br>the Illinois Department of<br>Public Health |           |
| EXPIRATION DATE  | CATEGORY | I.D. NUMBER  |           |
| 01/24/2022   |          | 7003127  |           |
| <b>Ambulatory Surgery Treatment Center</b>   |          |  |           |
| Effective: 01/25/2021  |          |  |           |
| Midwest Endoscopy Center, LLC<br>1243 Rickert Drive<br>Naperville, IL 60540  |          |  |           |
| <small>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</small>  |          |  |           |

Exp. Date 01/24/2022

Lic Number 7003127

Date Printed 10/27/2020

Midwest Endoscopy Center, LLC

1243 Rickert Drive  
Naperville, IL 60540-0954

FEE RECEIPT NO.



September 4, 2018

Bill Kottmann, MBA  
President and Chief Executive Officer  
Edward Hospital  
801 South Washington Street  
Naperville, IL 60540

Joint Commission ID #: 7394  
Program: Hospital Accreditation  
Accreditation Activity: 60-day Evidence of Standards  
Compliance  
Accreditation Activity Completed : 9/4/2018

Dear Mr. Kottmann:

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 Hospital**

This accreditation cycle is effective beginning June 30, 2018 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 G. Pelletier, RN, MS  
Chief Operating Officer  
Division of Accreditation and Certification Operations



July 22, 2021

Joe Dant, BA, MBA  
CEO  
Edward Hospital  
801 South Washington Street  
Naperville, IL 60540

Joint Commission ID #: 7394  
Program: Joint Replacement - Hip  
Certification Activity: Unannounced Full Event  
Certification Activity Completed Date : 7/22/2021

Dear Mr. Dant:

The Joint Commission is pleased to grant your organization a Passed Certification decision for all services reviewed under the applicable manual(s) noted below:

**Disease Specific Care Certification Manual**

This certification cycle is effective beginning July 23, 2021 and is customarily valid for up to 24 months. Please note, The Joint Commission reserves the right to shorten the duration of the cycle.

Should you wish to promote your certification 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 certification decision on Quality Check®.

Congratulations on your achievement.

Sincerely,

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



May 28, 2021

Pamela Dunley, RN MS MBA CENP  
Chief Executive Officer and President  
Edward-Elmhurst Health  
155 East Brush Hill Road  
Elmhurst, IL 60126

Joint Commission ID #: 7341  
Program: Hospital Accreditation  
Accreditation Activity: 60-day Evidence of Standards  
Compliance  
Accreditation Activity Completed : 5/27/2021

Dear Ms. Dunley:

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 March 13, 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.

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

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

Congratulations on your achievement.

Sincerely,

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



July 27, 2021

Gina Sharp, MBA, FACHE  
President  
Linden Oaks Hospital  
801 South Washington Street  
Naperville, IL 60540-6400

Joint Commission ID #: 4973  
Program: Hospital Accreditation  
Accreditation Activity: 60-day Evidence of Standards  
Compliance  
Accreditation Activity Completed : 7/8/2021

Dear Mrs. Sharp:

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 April 30, 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.

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

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

Congratulations on your achievement.

Sincerely,

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



July 27, 2021

Gina Sharp, MBA, FACHE  
President  
Linden Oaks Hospital  
801 South Washington Street  
Naperville, IL 60540-6400

Joint Commission ID #: 4973  
Program: Behavioral Health Care and Human Services  
Accreditation Activity: 60-day Evidence of Standards  
Compliance  
Accreditation Activity Completed : 7/8/2021

Dear Mrs. Sharp:

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 Behavioral Health Care and Human Services**

This accreditation cycle is effective beginning April 29, 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.

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

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

Congratulations on your achievement.

Sincerely,

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

# Elmhurst Outpatient Surgery Center, LLC

Elmhurst, IL

has been Accredited by



## The Joint Commission


Which has surveyed this organization and found it to meet the requirements for the  
Ambulatory Health Care Accreditation Program

February 18, 2017

Accreditation is customarily valid for up to 36 months.

  
Craig W. Jones, FACHE  
Chair, Board of Commissioners

ID #257710  
Print/Reprint Date: 06/12/2017

  
Mark R. Chassin, MD, FACP, MPP, MPH  
President

The Joint Commission is an independent, not-for-profit national body that oversees the safety and quality of health care and other services provided in accredited organizations. Information about accredited organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding accreditation and the accreditation performance of individual organizations can be obtained through The Joint Commission's web site at [www.jointcommission.org](http://www.jointcommission.org).





ACCREDITATION ASSOCIATION  
for AMBULATORY HEALTH CARE, INC.

## ACCREDITATION NOTIFICATION

March 3, 2021

|                           |                               |                     |                           |
|---------------------------|-------------------------------|---------------------|---------------------------|
| <b>Organization #</b>     | 78412                         | <b>Program Type</b> | Ambulatory Surgery Center |
| <b>Decision Recipient</b> | Mrs. Nancy A Fielden, RN      | <b>CCN</b>          | 14C0001134                |
| <b>Organization Name</b>  | Midwest Endoscopy Center, LLC |                     |                           |
| <b>Address</b>            | 1243 Rickert Drive,           |                     |                           |
| <b>City</b>               | <b>State</b>                  | <b>Zip</b>          |                           |
| Naperville                | IL                            | 60540-0954          |                           |

Dear Midwest Endoscopy Center, LLC,

As an ambulatory surgery center (ASC) that has undergone the AAAHC/Medicare Deemed Status Survey, your ASC has demonstrated its compliance with the AAAHC Standards and all Medicare Conditions for Coverage (CfC).

|                                |   |                          |   |
|--------------------------------|---|--------------------------|---|
| <b>Survey Date</b>             | 1/26/2021-1/27/2021                     | <b>Deficiency Level</b>  | Standard level                                    |
| <b>Type of Survey</b>          | Re-accreditation/Medicare Deemed Status |                          |   |
| <b>Acceptable PoC Received</b> | 2/26/2021                               | <b>Correction Method</b> | Plan of Action, Self Attestation, Document Review |

### Congratulations!

The AAAHC Accreditation Committee recommends your ASC for participation in the Medicare Deemed Status program. The Centers for Medicare and Medicaid Services (CMS) has the final authority to determine participation and effective dates in Medicare Deemed Status in accordance with the regulations at 42 CFR 489.13.

|                                  |                    |   |          |
|----------------------------------|--------------------|---|----------|
| <b>Accreditation Type</b>        | Full Accreditation | <b>Recommend Medicare Deemed Status</b> | Yes      |
| <b>Accreditation Term Begins</b> | 3/7/2021           | <b>Accreditation Term Expires</b>       | 3/6/2024 |

**Special CC:** CMS CO - Baltimore  
CMS RO V - Chicago

**Accreditation Renewal Code:** A44CEF3A7841

### Next Steps

- Leadership and staff of your ASC should take time to thoroughly review your Survey Report and Plan of Correction (PoC).
  - Subsequent surveys by AAAHC will seek evidence that deficiencies from this survey were addressed within the timeframes of your PoC.
  - The Summary Table provides an overview of compliance for each chapter applicable to your organization.

Organization # 78412 Organization: Midwest Endoscopy Center, LLC  
March 3, 2021

Page 2

2. AAAHC requires **notification of any changes** within your organization in accordance with policies and procedures in the front section of the *Accreditation Handbook*. Visit the AAAHC website "I want to" section and select "Notify AAAHC of a change in my organization" and follow instructions.
3. AAAHC Standards, policies and procedures are reviewed and revised on an ongoing basis. You are invited to participate in the review through the periodic public comment process. Your organization will be notified when the proposed changes are available for review. You may also check the AAAHC website for details.
4. Accredited ASCs are required to maintain operations in compliance with the current AAAHC policies and Standards, which include the CMS Conditions for Coverage. Updates are published in the AAAHC *Handbooks*. Any mid-year updates are announced and posted to the AAAHC website, [www.aaahc.org](http://www.aaahc.org).
5. In order to ensure uninterrupted accreditation, your ASC should submit the *Application for Survey* approximately five months prior to the expiration of your term of accreditation. In states for which accreditation is mandated by law, the *Application* should be submitted six months in advance to ensure adequate time for review and scheduling the survey.

**NOTE:** You will need the Accreditation Renewal Code found above to submit your renewal application.

#### Additional Information

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

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

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 127<sup>th</sup> 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 14<sup>th</sup> day of September 2021

Barbara M. Holland  
Notary Public



**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. Edward-Elmhurst 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 127<sup>th</sup> Street Building A, Plainfield, Illinois 60585.
2. Edward-Elmhurst 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 Edward-Elmhurst Healthcare in connection with the COE filing requirements or to obtain any documentation

Edward Hospital  
 801 S. Washington Street  
 Naperville, IL 60540

Elmhurst Hospital  
 155 E. Brush Hill Road  
 Elmhurst, IL 60126

EEHealth.org

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

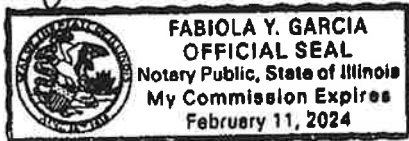
Sincerely,

*Mary Lou Mastro*

Mary Lou Mastro  
System Chief Executive Officer  
Edward-Elmhurst Healthcare

Subscribed and sworn to me  
This 10 day of September, 2021

*Fabiola Y. Garcia*  
\_\_\_\_\_  
Notary Public



## **MIDWEST ENDOSCOPY CENTER, LLC**

1243 Rickert Drive, Naperville, IL 60540 Telephone 630-527-6450 Fax 630-527-6456

**DINESH JAIN, M.D.**  
**SUSHAMA GUNDLAPALLI, M.D.**  
**DARREN KASTIN, M.D.**  
**GONZALO PANDOLFI, M.D.**  
**SHIVANI KIRILUK, D.O.**  
**PRAVEEN METTU, M.D.**  
**ADITYA DHOLAKIA, D.O.**  
**ABHISHEK BHANDARI, M.D.**  
**NIKHIL SETH, M.D.**

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. Midwest Endoscopy 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 127<sup>th</sup> Street Building A, Plainfield, Illinois 60585.
2. Midwest Endoscopy 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 Midwest Endoscopy 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,

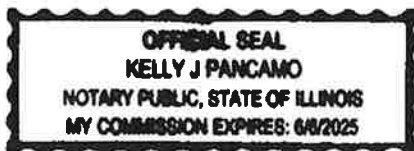
*Dinesh Jain*

Dr. Dinesh Jain  
Midwest Endoscopy Center, LLC

Subscribed and sworn to me

This 10 day of Sept, 2021

*Kelly J Pancamo*  
Notary Public



**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**

Midwest Endoscopy Center, LLC is the operator/licensee of the hospital.

Edward-Elmhurst Health ("EEH") is the sole corporate member of Edward Health Ventures, which is owns a 51% membership interests in Midwest Endoscopy Center, LLC.

NS-EE Holdings will be the sole corporate member of EEH.

**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**

Midwest Endoscopy 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 Midwest Endoscopy Center, LLC, along with the post-transaction ownership structure are attached at Attachment - 4.

**5. 1130.520(b)(1)(F) – Fair Market Value of Edward Hospital**

\$905,311

**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 EEH 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 Midwest Endoscopy Center, LLC 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 Midwest Endoscopy Center, LLC.

**Section IV – Charity Care Information**

The table below provides charity care information for the most recent three years for Midwest Endoscopy Center, LLC.

| <b>CHARITY CARE</b>              |                     |                    |                    |
|----------------------------------|---------------------|--------------------|--------------------|
|                                  | <b>2017</b>         | <b>2018</b>        | <b>2019</b>        |
| <b>Net Patient Revenue</b>       | <b>\$14,907,990</b> | <b>\$7,261,311</b> | <b>\$8,038,829</b> |
| Amount of Charity Care (charges) | \$0                 | \$0                | \$0                |
| Cost of Charity Care             | \$0                 | \$0                | \$0                |

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

| INDEX OF ATTACHMENTS |  |  |         |
|----------------------|--|--|---------|
| ATTACHMENT NO.       |  |  | PAGES   |
| 1                    | Applicant Identification including Certificate of Good Standing  |  | 17 – 20 |
| 2                    | Site Ownership   |  | 21 – 63 |
| 3                    | Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership. |  | 64 – 65 |
| 4                    | Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.                  |  | 66 – 68 |
| 5                    | Background of the Applicant  |  | 69 – 90 |
| 6                    | Change of Ownership  |  | 91 – 93 |
| 7                    | Charity Care Information   |  | 94      |