

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

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: Northwest Endo Center LLC		
Street Address: 1415 South Arlington Heights Road		
City and Zip Code: Arlington Heights, Illinois 60005		
County: Cook	Health Service Area: 007	Health Planning Area: A-07

Legislators

State Senator Name: Ann Gilespie
State Representative Name: Mark L. Walker

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"/> |
| <input type="checkbox"/> Other | |
- o Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
 - o Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

APPEND DOCUMENTATION AS 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: sbautista@northshore.org

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County: Cook	Health Service Area: 7	Health Planning Area: A-07

Legislators

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State Representative Name: Mark L. Walker

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Name of Chief Executive Officer: Gerald "J.P." Gallagher
CEO Street Address: 1301 Central Street
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CEO Telephone Number: (847) 570-2000

Type of Ownership of Applicants

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Legislators

State Senator Name: Ann Gillespie
State Representative Name: Mark L. Walker

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

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

Type of Ownership of Applicants

<input checked="" type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental
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Registered Agent Street Address: 800 West Central Road
Registered Agent City and Zip Code: Arlington Heights, Illinois 60005
Name of Chief Executive Officer: Stephen Scogna, Manager
CEO Street Address: 800 West Central Road
CEO City and Zip Code: Arlington Heights, Illinois 60005
CEO Telephone Number: (847) 618-5007

Type of Ownership of Applicants

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

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

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

Post Exemption Contact

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

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

Site Ownership after the Project is Complete

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: NWG PARTNERS, L.L.C.
Address of Site Owner: 1415 South Arlington Heights Road, Arlington Heights, IL 60005
Street Address or Legal Description of the Site: 1415 South Arlington Heights Road, Arlington Heights, IL 60005
Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statements, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease, or a lease.
APPEND DOCUMENTATION AS ATTACHMENT 2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Current Operating Identity/Licensee

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

Exact Legal Name: Northwest Endo Center LLC		
Address: 1415 South Arlington Heights Road, Arlington Heights, IL 60005		
<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership	
<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental	
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Operating Identity/Licensee after the Project is Complete

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<input type="checkbox"/> Other	
<ul style="list-style-type: none">○ 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	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Purchase Price: \$	<u>N/A</u>	
Fair Market Value: \$	<u>N/A</u>	

Project Status and Completion Schedules

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

Skokie Hospital (Proj. No. 20-008)

- CON permit approved April 7, 2020
- Financial commitment occurred on June 17, 2020
- Project completion anticipated on December 15, 2023

Northwest Community Hospital (Proj. No. 19-011)

- CON permit approved June 4, 2019
- Financial commitment occurred on April 8, 2020
- Project completion anticipated on March 1, 2022

Swedish Hospital (Proj. No. E-007-21)

- Exemption approved on May 12, 2021
- Exemption will be closed with the discontinuation of pediatric unit is approved by the Illinois Department of Public Health

NorthShore University HealthSystem, Glenbrook Hospital (Proj. No. 21-016)

- CON permit approved September 14, 2021
- Financial commitment will occur before the required commitment date.
- Project completion is anticipated on December 31, 2024

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

State Agency Submittals

Are the following submittals up to date as applicable:

- Cancer Registry
- 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.

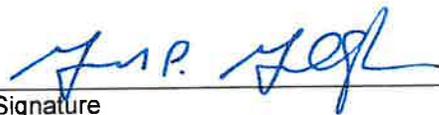
ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 04/2021 Edition

CERTIFICATION

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

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

This Application is filed on the behalf of **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

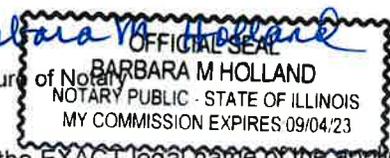
Chief Financial Officer

 Printed Title

Notarization:
 Subscribed and sworn to before me
 this 14th day of September 2021



 Signature of Notary



Seal

*Insert the EXACT legal name of the applicant

Notarization:
 Subscribed and sworn to before me
 this 14th day of September 2021



 Signature of Notary



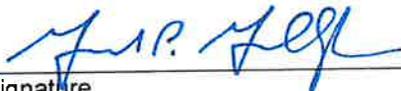
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This Application is filed on the behalf of NorthShore University HealthSystem in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and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



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Gerald P. Gallagher

 Printed Name

President & Chief Executive Officer

 Printed Title



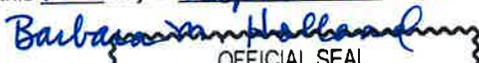
 Signature

Kristen Murtos

 Printed Name

Chief Administrative & Strategy Officer

 Printed Title

Notarization:
 Subscribed and sworn to before me
 this 14th day of September 2021


 Signature of Notary

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

Seal

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

Signature

Stephen Scogna

Printed Name

President & Chief Executive Officer

Printed Title

Signature

Michael Hartke

Printed Name

Executive Vice President & COO

Printed Title

Notarization:

Subscribed and sworn to before me
this 14 day of SEPT. 2021

Glenda Mertis Peterson

Signature of Notary

Seal

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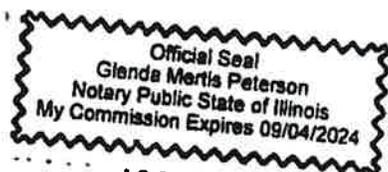
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 Signature
 Stephen Scogna

 Printed Name
 Manager

 Printed Title



 Signature
 Michael Hartke

 Printed Name
 Manager

 Printed Title

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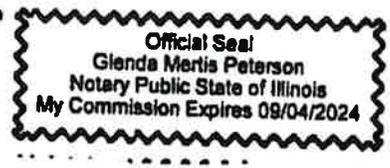

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SECTION II. BACKGROUND.

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 update and/or clarify data.

Attachment 4

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

SECTION III. CHANGE OF OWNERSHIP (CHOW)**Transaction Type. Check the Following that Applies to the Transaction:**

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

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

1. Prior to acquiring or entering into a contract to acquire an existing health care facility, a person shall submit an application for exemption to HFSRB, submit the required application-processing fee (see Section 1130.230) and receive approval from HFSRB.
2. If the transaction is not completed according to the key terms submitted in the exemption application, a new application is required.
3. READ the applicable review criteria outlined below and **submit the required documentation (key terms) for the criteria:**

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

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

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

SECTION IV.CHARITY CARE INFORMATION

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

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

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

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

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

Section I, Identification, General Information, and Certification
Applicants

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

Northwest Endo Center LLC ("NEC") is the operator/licensee of the ambulatory surgical treatment center.

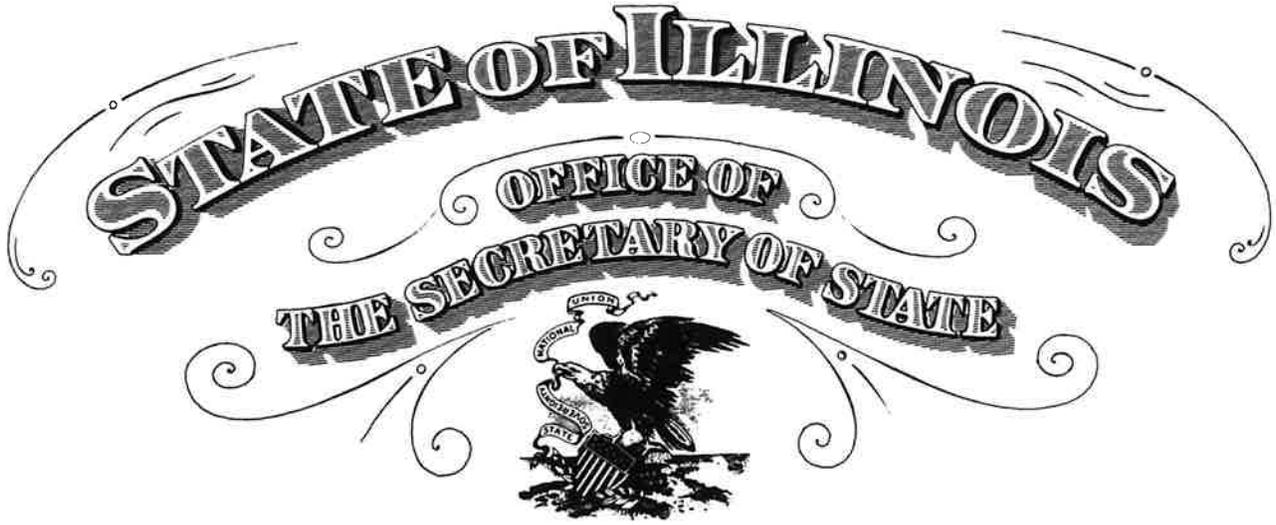
Northwest Community Healthcare is the parent of NEC.

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

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

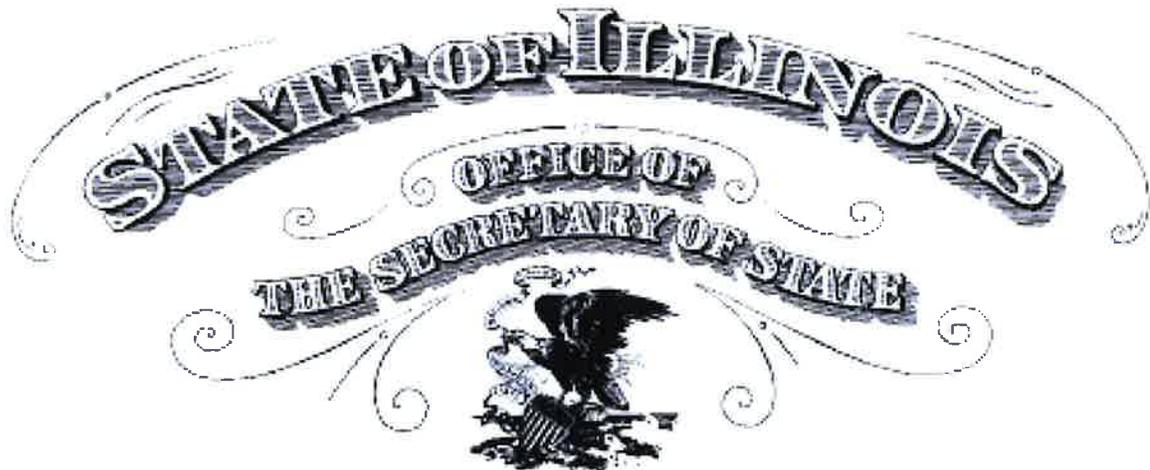


Jesse White

SECRETARY OF STATE

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

File Number 0567-540-5



To all to whom these Presents Shall Come, Greeting:

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

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



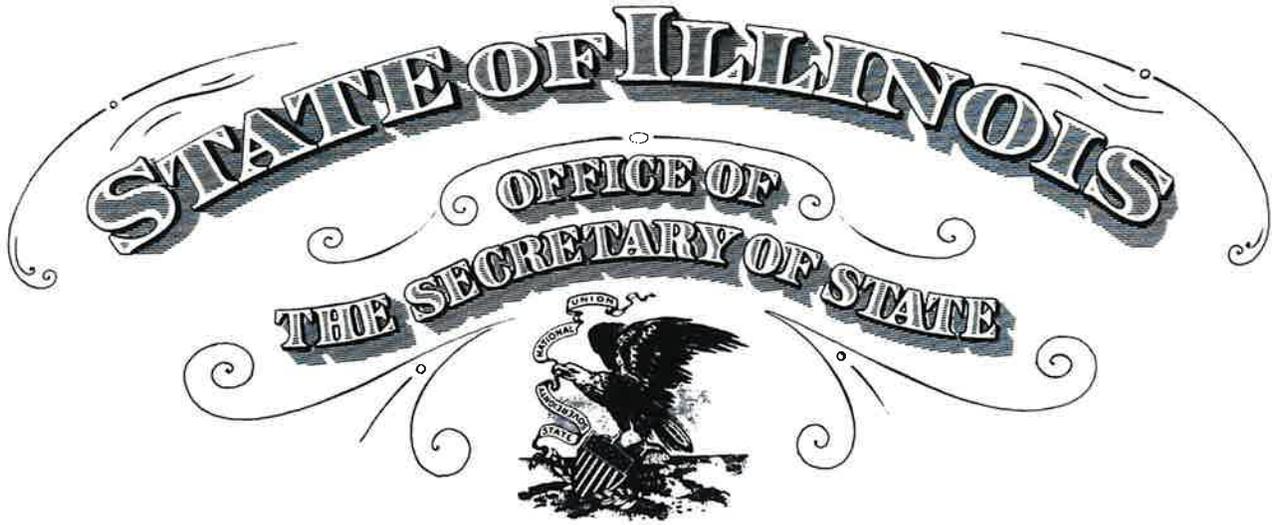
In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 12TH day of SEPTEMBER A.D. 2020 .

Jesse White

SECRETARY OF STATE

Authentication #: 2025600590, verifiable until 09/12/2021
Authenticity at: <http://www.ocronlineillinois.com>

File Number 5229-793-1



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

NORTHWEST COMMUNITY HEALTHCARE, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 11, 1981, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

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



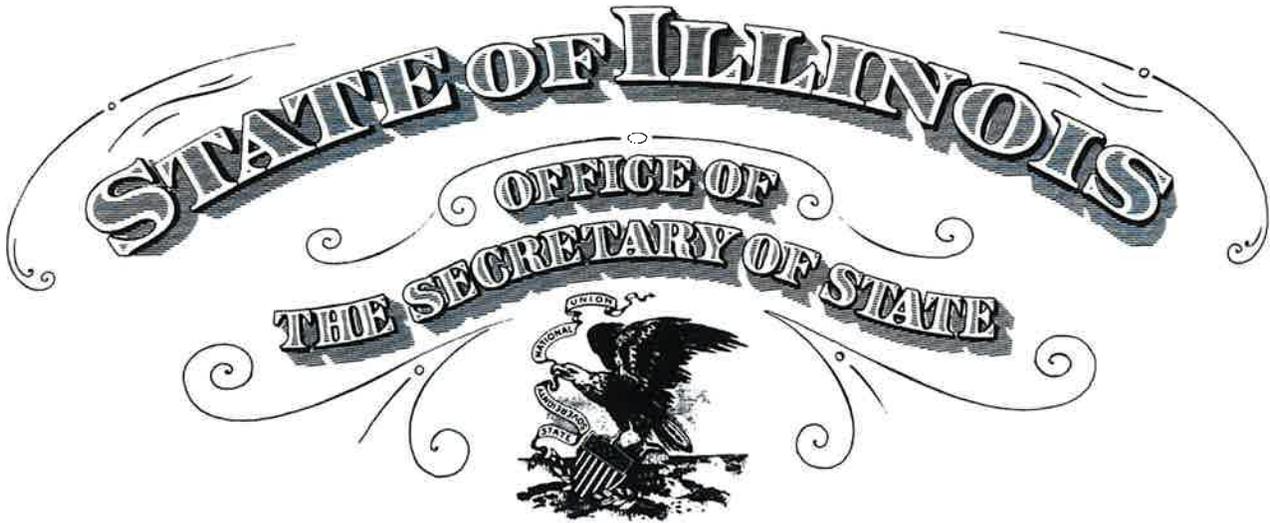
Jesse White

SECRETARY OF STATE

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

File Number

0540559-9



To all to whom these Presents Shall Come, Greeting:

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

NORTHWEST ENDO CENTER LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON DECEMBER 14, 2015, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

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



Authentication #: 2124600934 verifiable until 09/03/2022
Authenticate at: <http://www.ilsos.gov>

Jesse White

SECRETARY OF STATE

Section I, Identification, General Information, and Certification

Site Ownership

The lease between NWG Partners, L.L.C. and NEC to lease the premises located at 1415 South Arlington Heights Road, Arlington Heights, Illinois is attached at Attachment - 2.

EXECUTION COPY

MEDICAL OFFICE BUILDING
LEASE AGREEMENT

THIS MEDICAL OFFICE BUILDING LEASE AGREEMENT (this "Lease") is made and entered into as of August __, 2016 (the "Effective Date") by and between NWG PARTNERS, L.L.C., an Illinois limited liability company ("Landlord") and NORTHWEST ENDO CENTER LLC, an Illinois limited liability company ("Tenant").

ARTICLE I Basic Lease Information.

Section 1.1 The premises (the "Premises") is a portion of the single-story medical office building (the "Building") located at 1415 South Arlington Heights Road, Arlington Heights, Illinois containing approximately 3,600 square feet, which is depicted in the Floor Plan (defined in Section 2.02(a)). The Building, the parcel of land on which the Building is located and any other improvements located on such parcel are referred to herein as the "Property".

Section 1.2 "Base Rent":

<u>Period</u>	<u>Rent Per Square Foot</u>	<u>Annual Base Rent</u>	<u>Monthly Installments of Base Rent</u>
Lease Year 1	\$18.00	\$64,800.00	\$5,400.00
Lease Year 2	\$18.54	\$66,744.00	\$5,562.00
Lease Year 3	\$19.10	\$68,760.00	\$5,730.00
Lease Year 4	\$19.67	\$70,812.00	\$5,901.00
Lease Year 5	\$20.26	\$72,936.00	\$6,078.00
Lease Year 6	\$20.87	\$75,132.00	\$6,261.00
Lease Year 7	\$21.49	\$77,364.00	\$6,447.00
Lease Year 8	\$22.14	\$79,704.00	\$6,642.00
Lease Year 9	\$22.80	\$82,080.00	\$6,840.00
Lease Year 10	\$23.49	\$84,564.00	\$7,047.00

Section 1.3 "Tenant's Pro Rata Share": 35.85%, as determined by dividing the area of the Premises depicted in the Floor Plan and as set forth in Section 1.01, by the area of the first floor of the Building, which is 10,041 square feet. Landlord reserves the right to re-measure the area of the Building and/or the Premises following completion of the Tenant Improvements described in Section 2.02 and to adjust the Base Rent and Tenant's Pro Rata Share in accordance with such re-measurement.

Section 1.4 "Commencement Date": The date determined under Section 2.02(d).

Section 1.5 "Termination Date": The last day of Lease Year 10, unless extended as provided under Article 25 or sooner terminated in accordance with the provisions of this Lease.

Section 1.6 “Term”: The period commencing on the Commencement Date and ending on the Termination Date.

Section 1.7 “Options to Extend Term”: Tenant shall have the option to extend the Term for two (2) additional five (5) year periods, as set forth in Article 25.

Section 1.8 “Permitted Use”: Operation of a limited specialty Ambulatory Surgical Treatment Center for gastroenterology services and ancillary services reasonably related thereto.

Section 1.9 “Notice Address(es)”:

Landlord:

NWG Partners, L.L.C.
1415 South Arlington Heights Road,
Arlington Heights, Illinois
Attn: Mitchell Bernsen, M.D.

Tenant:

Northwest Endo Center LLC.
1415 South Arlington Heights Road
Arlington Heights, Illinois
Attn: Mitchell Bernsen, M.D.
With a copy to

Northwest Community Healthcare
800 West Central Road
Arlington Heights, Illinois
Attn: Michael Hartke

Section 1.10 “Business Day(s)” are Monday through Friday of each week, exclusive of New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day (“Holidays”). Landlord may designate additional Holidays that are commonly recognized by other medical office buildings in the area where the Building is located. **“Building Service Hours”** are 8:00 a.m. to 5:00 p.m. on Business Days and 8:00 a.m. to 12:00 p.m. on Saturdays.

Section 1.11 “Lease Year”: Each period of twelve (12) consecutive months within the Term, which are referred to herein as Lease Year 1, Lease Year 2 and so forth. Lease Year 1 shall commence on the Commencement Date. If the Commencement Date is the first day of a calendar month, Lease Year 1 shall end on the day immediately preceding the day which is the first anniversary of the Commencement Date. If the Commencement Date is not the first day of a calendar month, Lease Year 1 shall end on the last day of the month in which the first anniversary of the Commencement Date occurs. Lease Year 2 shall commence on the day immediately following the last day of Lease Year 1 and each subsequent Lease Year shall commence on the anniversary of the first day of Lease Year 2.

Section 1.12 “Base Rate”: The rate of interest publicly announced from time to time by the Wall Street Journal as the “prime rate” (or such other term as may be used by Wall Street Journal, from time to time, for the rate presently referred to as the “prime rate”).

ARTICLE II Lease Grant Tenant Improvements.

Section 2.1 The Premises are hereby leased to Tenant from Landlord, together with the right to use on a non-exclusive basis any portions of the Property that are designated by Landlord for

the common use of tenants and others (the “**Common Areas**”), which Common Areas shall include the exterior sidewalks and parking areas located on the Property. Notwithstanding the foregoing, Landlord hereby reserves, and shall at all times have, a right of access through the portion of the Premises labeled “Hall” on the Floor Plan which contains an exterior door and provides access to the basement and the existing electrical and utility closets for the Building.

Section 2.2 The lease of the Premises to Tenant includes the obligation of Tenant at its cost to construct an addition to the Building and to remodel and construct other improvements in adjacent portions of the Building as described in this Section 2.02 (collectively, the “**Tenant Improvements**”).

- i. Tenant hereby agrees to construct the Tenant Improvements on the Property, such construction to be performed in accordance with construction documents prepared by Architectural Planning & Services, Ltd. (“**Architect**”) substantially in accordance with the schematic design depicted in the Proposed Floor Plan dated April 27, 2015, with last revision date of July 5, 2016 (Project No. 15-021), a copy of which is attached hereto as Exhibit A (the “**Floor Plan**”), which construction documents were approved by Landlord prior to the Effective Date. The final construction documents approved by Landlord and pursuant to which the Village of Arlington Heights, Illinois issued a building permit for the Tenant Improvements have a last revision date of July 15, 2016 and are referred to herein as the “**Approved Plans**”. The Approved Plans shall include any revisions made after July 15, 2016 that are approved by Landlord in writing. Tenant shall be responsible for payment of all compensation to Architect for design and engineering services for the Tenant Improvements.
- ii. Prior to the Effective Date, Tenant engaged Leopardo Construction, a general contractor licensed in the State of Illinois, to construct the Tenant Improvements, which general contractor has been approved by Landlord (the “**Approved Contractor**”). Tenant is responsible for payment of all compensation to the Approved Contractor for its work for the Tenant Improvements. During construction Landlord shall be permitted to participate in inspections of work in progress, including inspections for substantial completion and final completion.
- iii. Construction of the Tenant Improvements commenced prior to the Effective Date, and it is expected that substantial completion thereof shall occur on or around September 16, 2016. Tenant shall require the Approved Contractor to construct the Tenant Improvements with diligence in accordance with a construction schedule and staging plan approved by Landlord. Tenant shall require the Approved Contractor to construct the Tenant Improvements in a good and workmanlike manner, free of liens and in compliance with the Approved Plans and with all applicable laws, statutes, ordinances, rules and regulations. Tenant agrees to make progress payments to the Approved Contractor in a timely fashion in accordance

with the construction contract for the Tenant Improvements so as to avoid the imposition of liens on the Property. During construction and continuing through final payment to the Approved Contractor, Tenant shall be responsible for obtaining and delivering to Landlord prior to Tenant making any progress payments or final payment to the Approved Contractor copies of all sworn statements and lien waivers from the Approved Contractor and any subcontractor or sub-subcontractor. Tenant shall not agree to any changes in the work for the Tenant Improvements, and shall not execute or otherwise agree to any change orders with the Approved Contractor, without obtaining in each instance the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed and which shall be deemed given by Landlord if Landlord fails to either comment upon or approve any such change order in writing within five (5) business days following Landlord's receipt thereof. Landlord agrees that it shall have no authority to, and shall not, order changes in the work for the Tenant Improvements, and that any changes in the Tenant Improvements shall be pursuant to a change order executed by Tenant and the Approved Contractor.

- iv. When the Tenant Improvements are sufficiently complete that Tenant can take possession thereof, Tenant, Landlord, Architect and the Approved Contractor shall jointly conduct an inspection of the Tenant Improvements and the Approved Contractor shall prepare a punch list of unfinished items or work that requires correction and which can be finished or corrected within the next thirty (30) days. Following such inspection, the date on which the Tenant Improvements are delivered to Tenant so that it can use and occupy the Tenant Improvements for the Permitted Use under Section 1.08 shall be, and is referred to herein as, the "**Commencement Date**". Landlord and Tenant agree to execute an amendment to this Lease confirming the Commencement Date.

ARTICLE III Commencement Date; Possession.

Section 3.1 The Commencement Date shall be the date determined under Section 2.02(d). Tenant's obligation to pay Rent shall commence on the Commencement Date. Prior to the Commencement Date Landlord shall deliver to Tenant possession of such portion of the Property and the Building as is reasonably necessary for the construction of the Tenant Improvements in accordance with terms and conditions of Article 2.

Section 3.2 Tenant has inspected the portion of the Property and the Building to be delivered to Tenant following the Effective Date for the construction of the Tenant Improvements and agrees to accept possession of the such portion of the Property and the Building in the condition existing on the Effective Date "as is" for purposes of constructing the Tenant Improvements. Tenant's occupancy of any part of the Property or the Building delivered for construction of the Tenant Improvements shall be conclusive evidence, as against Tenant, that Tenant has accepted possession of such portion of the Property and the Building in its then-current condition and at the time such possession was taken, such portion of the Property and the Building were in

satisfactory condition for construction of the Tenant Improvements. Tenant further agrees that Landlord has no obligation to perform any work, supply any materials, incur any expense or make any alterations or improvements to prepare the such portion of the Property or the Building for Tenant's construction of the Tenant Improvements, it being agreed that Tenant is solely responsible for construction of the Tenant Improvements and furnishing and equipping the Premises following substantial completion of the Tenant Improvements.

ARTICLE IV Rent.

Section 4.1 Tenant shall pay Landlord, without any setoff or deduction, all Base Rent and Additional Rent due for the Term (collectively referred to as "**Rent**"). "**Additional Rent**" means Tenant's Pro Rata Share of Operating Expenses and Taxes, and all other costs and amounts that Tenant is required to pay under this Lease. Base Rent and Tenant's Pro Rata Share of Operating Expenses and Taxes shall be due and payable in advance on the first day of each calendar month without notice or demand. All other items of Rent shall be due and payable by Tenant on or before thirty (30) days after billing by Landlord. If Tenant does not pay any Rent when due hereunder, Tenant shall pay Landlord an administration fee equal to five percent (5%) of such amount, provided that Tenant shall be entitled to a grace period of up to five (5) days for the first two (2) late payments of Rent in a calendar year. In addition, past due Rent shall accrue interest at four percent (4%) per annum above the then-current Base Rate, and Tenant shall pay Landlord a reasonable fee for any checks returned by Tenant's bank for any reason. Such interest and late charges are in addition to and shall not diminish any of Landlord's rights or remedies under any other provision of this Lease. Landlord's acceptance of less than the correct amount of Rent shall be considered a payment on account of the oldest obligation due from Tenant hereunder, then to any current Rent then due hereunder, notwithstanding any statement to the contrary accompanying any such payment from Tenant. Rent for any partial month shall be prorated. No endorsement or statement on a check or letter accompanying payment shall be considered an accord and satisfaction. Tenant's covenant to pay Rent is independent of every other covenant in this Lease.

Section 4.2 Tenant shall pay Tenant's Pro Rata Share of Operating Expenses and Taxes as set forth in Article 5 of this Lease.

Section 4.3 All amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated Base Rent, Tenant's Pro Rata Share of Operating Expenses and Taxes, Additional Rent, or Rent, shall constitute rent for purposes of Section 502(b)(6) of the United States Bankruptcy Code.

ARTICLE V Operating Expenses and Taxes

Section 5.1 "**Operating Expenses**" means expenses incurred by Landlord in the ownership and operation of the Property, including but not be limited to, costs of repairs and replacements of all or any portion of the Property, and all other expenses of operating and maintaining the Property; provided, however, that Operating Expenses shall not include the following: (a) Taxes (defined in Section 5.02); (b) mortgage amortization and interest; (c) leasing commissions; (d) the cost of tenant installations and decorations incurred in connection with preparing space for any other tenant of the Building; (e) management fees in excess of market rates applicable to

other first class properties in the area of the Property; (f) legal and accounting fees relating to (i) disputes with tenants, prospective tenants or other occupants of the Building, (ii) disputes with purchasers, prospective purchasers, mortgagees or prospective mortgagees of the Building or the Property or any part of either, or (iii) negotiations of leases, contracts of sale or mortgages; (g) costs that are reimbursed out of insurance, warranty or condemnation proceeds, or which are reimbursed by Tenant or other tenants; (h) allowances, concessions or other costs and expenses of improving or decorating any demised or demisable space in the Building; (i) advertising and promotional expenses in connection with leasing of the Building; and (j) any costs or expenses (including fines, interest, penalties and legal fees) arising out of Landlord's failure to timely pay Operating Expenses or Taxes.

Section 5.2 "Taxes" means: (a) all real property taxes and other assessments on the Building and/or the Property; (b) all costs and fees incurred in connection with seeking reductions in any tax liabilities described in (a), including, without limitation, any costs incurred by Landlord with the written consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed, for compliance, review and appeal of tax liabilities. If at any time the methods of taxation prevailing on the Effective Date shall be altered so that in lieu of or as an addition to the whole or any part of Taxes, there shall be assessed, levied or imposed (1) a tax, assessment, levy, imposition or charge based on the income or rents received from the Property whether or not wholly or partially as a capital levy or otherwise, (2) a tax, assessment, levy, imposition or charge measured by or based in whole or in part upon all or any part of the Property and imposed upon Landlord, or (3) a license fee measured by the rents, then all such taxes, assessments, levies, impositions, charges or license fees or the part thereof so measured or based shall be deemed to be Taxes. Tenant shall be responsible for any applicable occupancy or rent tax now in effect or hereafter enacted and, if such tax is payable by Landlord, Tenant shall promptly pay such amounts to Landlord, upon Landlord's demand. Notwithstanding anything herein to the contrary, all references to Taxes "for" a particular year shall be deemed to refer to Taxes actually billed for such year without regard to when such taxes were levied or assessed.

Section 5.3 Landlord shall provide Tenant with a good faith estimate of the total amount of Operating Expenses and Taxes for each calendar year during the Term. On or before the first day of each month, Tenant shall pay to Landlord a monthly installment equal to one-twelfth (1/12) of Tenant's Pro Rata Share of Landlord's estimate of the total amount of Operating Expenses and Taxes. If Landlord determines that its good faith estimate of Operating Expenses and Taxes was incorrect, Landlord may provide Tenant with a revised estimate. After its receipt of the revised estimate, Tenant's monthly payments shall be based upon the revised estimate. If Landlord does not provide Tenant with an estimate of the total amount of Operating Expenses and Taxes by January 1 of a calendar year, Tenant shall continue to pay monthly installments based on the previous year's estimate until Landlord provides Tenant with the new estimate. Upon delivery of the new estimate, an adjustment shall be made for any month for which Tenant paid monthly installments based on the previous year's estimate. Tenant shall pay Landlord the amount of any underpayment within thirty (30) days after receipt of the new estimate. Any overpayment shall be refunded to Tenant within thirty (30) days or credited against the next due future installment(s) of Additional Rent. Notwithstanding anything herein to the contrary, in lieu of requiring monthly deposits for payment of Tenant's Pro Rata Share of Taxes, Landlord may invoice Tenant for Tenant's Pro Rata Share of Taxes due for each installment thereof payable in

any calendar year during the Term following Landlord's receipt of property tax bills for the Property.

Section 5.4 Within one hundred twenty (120) days following the end of each calendar year, Landlord shall furnish Tenant with a statement of the actual amount of Operating Expenses and Taxes for the prior calendar year. If the estimated amount of Operating Expenses or Taxes for the prior calendar year is more than the actual amount of Operating Expenses or Taxes, as the case may be, for the prior calendar year, Landlord shall either provide Tenant with a refund or apply any overpayment by Tenant against Rent due or next becoming due, provided if the Term expires before the determination of the overpayment, Landlord shall refund any overpayment to Tenant after first deducting the amount of Rent due. If the estimated amount of Operating Expenses or Taxes for the prior calendar year is less than the actual amount of Operating Expenses or Taxes, as the case may be, for such prior year, Tenant shall pay Landlord, within thirty (30) days after its receipt of the statement of Operating Expenses and Taxes, any underpayment for the prior calendar year. The foregoing obligations of Landlord and Tenant shall survive the expiration of the Tenn. Delay in computation of the actual amount of Operating Expenses and Taxes for a calendar year shall not be deemed a default hereunder or a waiver of Landlord's right to collect from Tenant the underpayment for such calendar year, nor shall the rendering of a statement prejudice Landlord's right to thereafter render a corrected statement for that calendar year.

ARTICLE VI Use of the Premises; Compliance with Laws.

The Premises shall be used for the Permitted Use and for no other use whatsoever. Tenant shall comply with all statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity whether in effect now or later, including the Americans with Disabilities Act (collectively, "Laws"), regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Premises. Tenant shall comply with the rules and regulations of the Building attached as Exhibit B and such other reasonable rules, regulations and procedures adopted by Landlord from time to time, (collectively, the "Rules and Regulations").

ARTICLE VII Utilities; Building Services.

Section 7.1 Landlord shall arrange with applicable utility service providers to furnish the Premises with electricity, natural gas and municipal water and sewer service in accordance with the terms and conditions of this Section 7.01. All such utility services shall be supplied 24 hours per day/7 days per week by, in the case of electricity and natural gas, the utility company serving the Building, as designated by Landlord, and by, in the case of water and sewer service, the municipal agency responsible for supplying such service. The cost of all such utility services shall be included in Operating Expenses; provided, however, that with respect to electrical service, in the event that either Tenant, as part of the Tenant Improvements, or Landlord installs a separate meter for such electricity, then Tenant agrees to pay for all electricity used in the Premises directly to the applicable utility company. Without the consent of Landlord, Tenant's use of electrical service shall not exceed the Building standard usage of 5 watts per usable square foot connected load. If Tenant's requirements for electricity exceed 5 watts per usable square foot connected load, Landlord reserves the right to require Tenant to install the conduit, wiring and other equipment necessary to supply electricity for such excess use requirement at Tenant's expense by arrangement with the electricity supplier.

Section 7.2 Landlord shall furnish heat and air conditioning service to the Premises in season during Building Service Hours in amounts sufficient for the comfortable use and occupancy of the Premises as reasonably determined by Landlord; provided, however, that if Tenant wishes to receive HVAC service during hours other than Building Service Hours, Landlord reserves the right to require such prior notice as is reasonably specified by Landlord and to require that Tenant pay Landlord's then-standard charge for additional HVAC service.

Section 7.3 Landlord shall arrange for contractors to perform landscape maintenance and snow and ice removal from the parking lot and sidewalks located on the Property, the cost of which shall be included in Operating Expenses.

Section 7.4 Landlord shall provide a common dumpster for trash collection for Building and arrange for a contractor to perform regular waste hauling from such dumpster, the cost of which shall be included in Operating Expenses. Tenant shall not dispose of Medical Waste (defined in this Section 7.05) in such common dumpster.

Section 7.5 Tenant shall at all times during the Term of this Lease be responsible for disposing of Medical Waste generated in the Premises, which at Tenant's discretion may be performed by Tenant's own employees or by a licensed independent contractor approved by Landlord in writing. Notwithstanding the foregoing, if Landlord adopts policies and procedures for the collection and disposal of Medical Waste, Tenant shall comply with such policies and procedures for the collection and disposal of Medical Waste and Tenant shall cooperate with Landlord's employees and agents with respect thereto. Tenant shall hold Landlord harmless for all fines, suits, claims and liabilities arising out of such Medical Waste located within the Premises or generated by Tenant or its use of the Premises, unless Landlord, its employee, agents or contractors, have acted in a negligent manner, or unless such fines, suits, claims and liabilities arise from the acts or policies of the Landlord. For purposes of this Lease, "Medical Waste" shall include (i) medical devices, instruments, or paraphernalia such as syringes, sutures, swabs or wraps of any sort that are intended to come into contact with any part of the body, and (ii) biological wastes and other waste materials that results from the administration of medical care to a patient by Tenant.

Section 7.6 Tenant shall contract and pay directly for janitorial services for the Premises.

Section 7.7 Tenant shall have access to the Premises for Tenant and its employees 24 hours per day/7 days per week, subject to the terms of this Lease and such protective services or monitoring systems, if any, as Landlord may reasonably impose.

Section 7.8 If Landlord, at Tenant's request, provides any services which are not Landlord's express obligation under this Lease, including, without limitation, any repairs which are Tenant's responsibility pursuant to Article 8 below, Tenant shall pay Landlord, or such other party designated by Landlord, the cost of providing such service plus a reasonable administrative charge.

Section 7.9 Landlord's failure to furnish, or any interruption, delay, diminishment or termination of services due to the application of Laws, the failure of any equipment, the performance of maintenance, repairs, improvements or alterations, utility interruptions or the

occurrence of an event of Force Majeure shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement.

ARTICLE VIII Repairs and Alterations.

Section 8.1 Tenant, at its sole cost and expense, shall perform all maintenance and repairs to the Premises that are not Landlord's express responsibility under this Lease, and keep the Premises in good condition and repair, reasonable wear and tear excepted. Tenant's repair and maintenance obligations include, without limitation, repairs to: (a) floor coverings; (b) ceiling tiles; (c) interior partitions; (d) doors; (e) the interior side of demising walls; (f) Alterations (described in Section 8.03); (g) supplemental air conditioning units, hot water heaters, interior plumbing fixtures, and similar facilities exclusively serving Tenant, whether such items are installed by Tenant or are currently existing in the Premises; (h) interior lighting fixtures, and (i) electronic, fiber, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and other work performed by Tenant or its contractors shall be subject to the terms of Section 8.03 below. If Tenant fails to make any repairs to the Premises for more than fifteen (15) days after notice from Landlord (although notice shall not be required in an emergency), Landlord may make the repairs, and, within thirty (30) days after demand, Tenant shall pay the reasonable cost of the repairs, together with an administrative charge in an amount equal to ten percent (10%) of the cost of the repairs.

Section 8.2 Landlord shall keep and maintain in good repair and working order and perform maintenance upon the Base Building. As used herein "**Base Building**" shall include: (a) structural elements of the Building; (b) mechanical (including HVAC), plumbing and fire/life safety systems serving the Building and the Premises, except for supplemental air conditioning systems exclusively serving the Premises; (c) electrical system, including wiring, and natural gas piping and related facilities; (d) Common Areas; (e) the roof of the Building; (f) exterior windows of the Building. Landlord shall also keep and maintain in good repair and working order and perform maintenance upon the exterior Common Areas serving the Building, including surface parking areas, sidewalks and landscaped areas.

Section 8.3 Except for Tenant Improvements to be installed by Tenant as provided under Article 2, Tenant shall not make alterations, repairs, additions or improvements or install any electronic, fiber, phone and data cabling and related equipment (collectively referred to as "**Alterations**" and individually as "**Alteration**") without first obtaining the written consent of Landlord in each instance, which consent shall not be unreasonably withheld, conditioned or delayed, and shall be subject to such conditions as Landlord shall reasonably impose. Landlord's approval of an Alteration shall not be deemed a representation by Landlord that the Alteration complies with Law.

Section 8.4 All improvements in and to the Premises, including the Tenant Improvements and any Alterations, shall remain upon the Premises at the end of the Term without compensation to Tenant; provided, however, that Landlord may require Tenant, at Tenant's expense, to remove any Alterations that, in Landlord's reasonable judgment, are of a nature that would require removal and repair costs that are materially in excess of the removal and repair costs associated with standard office improvements including, but not limited to cable and data wiring

installations, and such Alterations shall be removed by Tenant before the Termination Date. Tenant shall repair damage caused by the installation or removal of such Alterations.

ARTICLE IX Signage.

Subject to Landlord's prior written approval, Tenant, at Tenant's sole cost and expense, shall have the right to install (i) signage on the Building at the exterior entrance to the Premises and (ii) one (1) monument sign on an exterior area of the Property in a location approved by Landlord. Tenant shall not otherwise place (i) any exterior signs on the outside of the Premises or (ii) interior signs visible from the exterior of the Premises without the prior written consent of Landlord. All signage installed by or on behalf of Tenant shall comply with applicable Law at Tenant's cost. Landlord shall have the right to immediately remove any sign(s) placed by Tenant in violation of this Article 9. Tenant, at its cost, shall remove all approved signage at the expiration or earlier termination of this Lease.

ARTICLE X Entry by Landlord.

Landlord may enter the Premises to inspect, show or clean the Premises or to perform or facilitate the performance of Building operations and maintenance repairs, alterations or additions to the Premises or any portion of the Building. Landlord may erect, use and maintain concealed ducts, pipes and conduits in and through the Premises. Except in emergencies or to provide Building services, Landlord shall provide Tenant with reasonable prior verbal notice of entry. If reasonably necessary, Landlord may temporarily close all or a portion of the Premises with written notice to Tenant and scheduled with Tenant's approval, which approval shall not be unreasonably withheld, conditioned or delayed, to perform repairs, alterations and additions. Entry by Landlord shall not constitute a constructive eviction or entitle Tenant to an abatement or reduction of Rent.

ARTICLE XI Assignment and Subletting.

Section 11.1 Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the Premises (collectively or individually, a "Transfer") without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Any Transfer in violation of this Section 11.01 shall, at Landlord's option, be deemed a Default by Tenant as described in Article 18, and shall be voidable by Landlord. In no event shall any Transfer release or relieve Tenant from any obligation under this Lease, and Tenant shall remain primarily liable for the performance of the tenant's obligations under this Lease, as amended from time to time.

Section 11.2 In the case of any sublease of the Premises or a portion thereof that is approved by Landlord, Tenant shall pay to Landlord an amount equal to fifty percent (50%) of any consideration payable under the sublease to Tenant by the subtenant, including without limitation any fixed or base rent and any payments for operating expenses, taxes, insurance or other costs, that exceeds on a per square foot basis the Base Rent and Tenant's Pro Rata Share of Operating Expenses and Taxes accruing during the term of the sublease in respect of the sublet space. The sums payable under this clause shall be paid by Tenant to Landlord monthly as and when paid by the subtenant to Tenant.

ARTICLE XII Liens.

Tenant shall not permit mechanics' or other liens to be placed upon the Property, Premises or Tenant's leasehold interest. Tenant, within ten (10) days of notice from Landlord, shall fully discharge any lien by settlement, by bonding or by insuring over the lien in the manner prescribed by the applicable lien Law and as approved by Landlord, and if Tenant fails to do so, Tenant shall be deemed in Default under this Lease and, in addition to any other remedies available to Landlord as a result of such Default by Tenant, Landlord, at its option, may bond, insure over or otherwise discharge the lien at Tenant's expense.

ARTICLE XIII Indemnity and Waiver of Claims.

Section 13.1 Tenant hereby waives all claims against and releases Landlord, the parties identified in Exhibit C attached hereto, each Mortgagee, and each of their respective direct and indirect partners, officers, shareholders, directors, managers, members, trustees, beneficiaries, employees, principals, contractors, servants, agents, and representatives (the "**Landlord Related Parties**"), from all claims, and Tenant agrees that the Landlord Related Parties shall not be liable or be responsible in any way, for any injury to or death of persons, damage to property or business loss in any manner related to (a) Force Majeure, (b) acts of third parties, (c) the bursting or leaking of any tank, water closet, drain or other pipe, (d) the inadequacy or failure of any security or protective services, personnel or equipment, or (e) any matter not within the reasonable control of Landlord. In addition, none of the Landlord Related Parties shall be liable for any loss or damage for which Tenant is required to insure, nor for any loss or damage resulting from any construction, alterations or repair.

Section 13.2 Tenant shall not do or permit to be done any act or thing upon the Premises, the Building or the Property which may subject Landlord to any liability or responsibility for injury, damages to persons or property or to any liability by reason of any violation of any Law, and shall exercise such control over the Premises as to fully protect Landlord against any such liability. To the fullest extent permitted by law, and subject to the waiver of subrogation set forth in Article 15 and except to the extent of any such injury or damage resulting from the negligence or willful misconduct of Landlord or Landlord Related Parties, Tenant shall indemnify, defend, protect and hold harmless Landlord and each of the Landlord Related Parties from and against any and all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and costs and other professional fees and costs (collectively referred to as "**Losses**"), resulting from any claims (i) against Landlord or the Landlord Related Parties arising from any act, omission or negligence of Tenant, its members, principals, beneficiaries, partners, officers, directors, employees and agents ("**Tenant Related Parties**"), (ii) against Landlord or the Landlord Related Parties arising from any accident, injury or damage to any person or to the property of any person and occurring in or about the Premises, the Building or the Property, and (iii) against Landlord or the Landlord Related Parties resulting from any breach, violation or nonperformance of any covenant, condition or agreement of this Lease on the part of Tenant to be fulfilled, kept, observed or performed.

ARTICLE XIV Insurance.

Section 14.1 Tenant, at its expense, shall obtain and maintain in full force and effect the following insurance policies throughout the term of the Lease (“**Tenant’s Insurance**”):

- i. a policy of commercial general liability insurance on an occurrence basis against claims for personal injury, bodily injury, death and/or property damage occurring in or about the Premises, the Building and the Property, under which Tenant is named as the insured and Landlord, the parties identified in Exhibit C attached hereto, and any Mortgagees whose names have been furnished to Tenant are named as additional insureds (the “**Insured Parties**”). Such insurance shall provide primary coverage without contribution from any other insurance carried by or for the benefit of the Insured Parties, and Tenant shall obtain blanket broad-form contractual liability coverage to insure its indemnity obligations set forth in Article 12. The minimum limits of liability applying exclusively to the Premises shall be an amount of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate;
- ii. insurance against loss or damage by fire, and such other risks and hazards as are insurable under then available standard form of “All Risk” property insurance policies, insuring Tenant’s contents, fixtures, and equipment (“**Tenant’s Property**”) and all Alterations to the Premises, for the full replacement value thereof or replacement cost thereat
- iii. Business Interruption Insurance covering a minimum of one year of anticipated gross Rent;
- iv. Workers’ Compensation Insurance, as required by law or by statute, and Employer’s Liability with a limit of not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease;
- v. Such other insurance in such amounts as the Insured Parties may reasonably require from time to time.

Section 14.2 All insurance required to be carried by Tenant (i) shall contain a provision that (x) no act or omission of Tenant shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained, and (y) shall be non-cancelable and/or no material change in coverage shall be made thereto unless the Insured Parties receive thirty (30) days prior notice by certified mail, return receipt requested or by a recognized overnight delivery service and (ii) shall be effected under valid and enforceable policies issued by reputable insurers authorized to do business in the state in which the Premises is located and rated in Best’s Insurance Guide, or any successor thereto as having a “Best’s Rating” of “A-” or better and a “Financial Size Category” of at least “VIII” or better, or, if such ratings are not then in effect, the equivalent thereof or such other financial rating as Landlord may at any time consider appropriate.

Section 14.3 On or prior to the earlier to occur of the Commencement Date, Tenant shall deliver to Landlord appropriate certificates of insurance that evidence the insurance required to

be carried by this Article 14, the waivers of subrogation required by Article 15, that the Insured Parties are named as additional insureds/loss payees, as applicable as required pursuant to this Article 14 and that the commercial general liability insurance is primary, non-contributory and excess of other valid and collectible insurance. Evidence of each renewal or replacement of all required insurance policies shall be delivered by Tenant to Landlord at least ten (10) days prior to the expiration of such policies. The insurance company is to advise all Insured Parties in writing by certified mail, return receipt requested, or by recognized overnight delivery service, at least thirty (30) days in advance of any termination or change to such policies that would affect the interest of any of the Insured Parties and evidence that such certification conveys to the Insured Parties all the rights and privileges afforded under the policies as primary insurance.

Section 14.4 Landlord shall maintain the following insurance: (a) Commercial General Liability insurance applicable to the Property, Building and Common Areas, including the Tenant Improvements but not any Alterations made by Tenant, on an occurrence basis with commercially reasonable limited determined by Landlord from time to time; (b) All Risk Property Insurance on the Building at replacement cost value with a commercially reasonable deductible; (c) coverage for loss of rents in such amount, and for such term, as it deems reasonable. The cost of all such insurance shall be included in Operating Expenses. Losses under all of such insurance shall be payable only to Landlord.

ARTICLE XV Waiver of Subrogation.

Without limitation on the waiver contained in Section 13.01, Landlord and Tenant hereby waive any and all rights to recovery, claims, actions, or causes of action against the other and shall have no liability to the other, or to any insurer, by way of subrogation or otherwise, on account of any loss or damage to their respective property, the Premises or its contents or the Building, regardless of whether such loss or damage is caused by the negligence of Landlord or Tenant, arising **out** of any of the perils or casualties insured against by the property insurance policies carried, or required to be carried, by the parties pursuant to this Lease. In addition, Landlord and Tenant shall have no liability to one another for any deductible amount carried under any policy. The insurance policies obtained by Landlord and Tenant pursuant to this Lease, shall require waivers of subrogation which the insurer may otherwise have against the non-insuring party. Tenant acknowledges that Landlord shall not carry insurance on, and shall not be responsible for, (i) damage to any Alterations, (ii) Tenant's Property, (iii) any loss suffered by Tenant due to interruption of Tenant's business.

ARTICLE XVI Casualty Damage.

Section 16.1 If all or any portion of the Premises or the Building becomes untenable or inaccessible by fire or other casualty (collectively a "**Casualty**"), and if the Premises or the Building can be made tenantable within two hundred seventy (270) days from the date the repair is started, then Landlord shall restore the Premises, the Building and Common Areas to substantially the same condition that existed prior to the Casualty. Notwithstanding anything herein to the contrary, Landlord shall have no obligation whatsoever to repair or restore any of Tenant's Property, any Alterations or any decorations or other improvements to the Premises. In no event shall Landlord be required to spend more for the restoration of the Premises, the Building and Common Areas than the insurance proceeds received by Landlord. Landlord shall

not be liable for any inconvenience to Tenant, or injury to Tenant's business resulting in any way from the Casualty or the repair thereof. Provided that (i) such fire or other casualty did not result from the negligence or intentional misconduct of Tenant, its employees, agents or contractors and (ii) Tenant is not in Default during any period of time that all or a material portion of the Premises is rendered untenable as a result of a Casualty, the Rent shall abate for the portion of the Premises that is untenable and not used by Tenant; provided that in all events, the foregoing Rent abatement shall cease upon the earlier of (a) the date on which Landlord has Substantially Completed the restoration work for which Landlord is responsible pursuant to this Section 16.01, or (b) the date such work would have been Substantially Completed but for any delay resulting from any act or omission of Tenant or Tenant's contractors, agents or employees, or any breach by Tenant of any provisions contained in this Lease, or any failure of Tenant to cooperate with Landlord or otherwise act in good faith in order to cause Landlord's restoration work to be performed in a timely manner.

Section 16.2 If a Casualty renders the Premises untenable, in whole or in part, and Landlord determines that the damage cannot be repaired or restored within two hundred seventy (270) days from the date the repair is started, then either party shall have the right to terminate this Lease upon notice to the other given within ten (10) days after Landlord's determination of the amount of time required to repair or restore, such termination to be effective as the date which is thirty (30) days following the date of such notice. Tenant, however, shall not have the right to terminate this Lease if the Casualty was caused by the negligence or intentional misconduct of Tenant or any Tenant Related Parties. In addition, Landlord, by notice to Tenant within ninety (90) days after the date of the Casualty, shall have the right to terminate this Lease effective as of the date which is thirty (30) days following the date of such notice if: (a) any Mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; (b) the damage is not fully covered, except for deductible amounts, by Landlord's insurance policies; or (c) the Building shall be so damaged that, in Landlord's reasonable opinion, substantial alteration, demolition, or reconstruction of the Building shall be required.

Section 16.3 None of the Insured Parties shall be liable for any injury or damage to persons or property or interruption of Tenant's business resulting from any Casualty, any damage caused by other tenants or persons in the Building, or by construction of any private, public or quasi-public work, or any latent defect in the Premises or in the Building (except that Landlord shall be required to repair the same to the extent provided in Section 8.02). No penalty shall accrue for delays which may arise by reason of adjustment of casualty insurance on the part of Landlord or for delays caused by Force Majeure arising from any repair or restoration of any portion of the Building.

ARTICLE XVII Condemnation.

Either party may terminate this Lease if any material part of the Premises is taken or condemned for any public or quasi-public use under Law, by eminent domain or private purchase in lieu thereof (a "Taking"). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Building or Property which would have a material adverse effect on Landlord's ability to profitably operate the remainder of the Building. The terminating party shall provide written notice of termination to the other party within thirty (30) days after it first receives notice of the Taking. The termination shall be effective as of the

effective date of any order granting possession to, or vesting legal title in, the condemning authority. If this Lease is not terminated, Base Rent shall be appropriately adjusted to account for any reduction in the square footage of the Premises, and Tenant's Pro Rata Share shall be appropriately adjusted to account for any reduction in the square footage of the Premises or the Building. All compensation awarded for a Taking shall be the property of Landlord.

ARTICLE XVIII Events of Default.

In addition to any other default specifically described in this Lease, each of the following occurrences shall be a "**Default**": (a) Tenant's failure to pay any portion of Rent when due or any other sum required to be paid by Tenant under this Lease, if the failure continues for five (5) days after written notice, which notice may be in the form of an Illinois Statutory 5 day notice utilized in forcible entry and detainer proceedings to Tenant ("**Monetary Default**"); (b) Tenant's failure (other than a Monetary Default) to comply with any term, provision, condition or covenant of this Lease, if the failure is not cured within thirty (30) days after written notice to Tenant; (c) Tenant becomes insolvent, makes a transfer in fraud of creditors, makes an assignment for the benefit of creditors, admits in writing Tenant's inability to pay Tenant's debts when due or forfeits or loses its right to conduct business; (d) a receiver is appointed for Tenant by any court and such receiver is appointed for Tenant or any of the property of Tenant by any court and such receiver shall not have been dismissed within sixty (60) days from the date of his appointment; (e) the leasehold estate is taken by process or operation of Law; or (f) Tenant does abandons or vacates all or any portion of the Premises. If Landlord provides Tenant with notice of Tenant's failure to comply with any specific provision of this Lease (other than a Monetary Default which is governed by clause (a) above) on three (3) separate occasions during any 12-month period, Tenant's subsequent violation of such provision shall, at Landlord's option, be an incurable Default by Tenant. All notices sent under this Article shall be in satisfaction of, and not in addition to, notice required by Law.

ARTICLE XIX Remedies.

Section 19.1 Upon Default, Landlord shall have the right to pursue any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- i. Terminate this Lease, in which case Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord, in compliance with Law, may enter upon and take possession of the Premises and remove Tenant, Tenant's Property and any party occupying the Premises. Tenant shall pay Landlord, on demand, all past due Rent and other losses and damages Landlord suffers as a result of Tenant's Default, including, without limitation, all Costs of Reletting and any deficiency that may arise from reletting or the failure to relet the Premises. "**Costs of Reletting**" shall include all reasonable costs and expenses incurred by Landlord in reletting or attempting to relet the Premises, including, without limitation, legal fees, brokerage commissions, the cost of alterations and the value of other concessions or allowances granted to a new tenant.

- ii. Terminate Tenant's right to possession of the Premises and, in compliance with Law, remove Tenant, Tenant's Property and any parties occupying the Premises. Landlord may (but shall not be obligated to) relet all or any part of the Premises, without notice to Tenant, for such period of time and on such terms and conditions (which may include concessions, free rent and work allowances) as Landlord in its absolute discretion shall determine. Landlord may collect and receive all rents and other income from the reletting. Tenant shall pay Landlord on demand all past due Rent, all Costs of Reletting and any deficiency arising from the reletting or failure to relet the Premises. The re-entry or taking of possession of the Premises shall not be construed as an election by Landlord to terminate this Lease.

Section 19.2 In lieu of calculating damages under Section 19.01, Landlord may elect to receive as damages the sum of (a) all Rent accrued through the date of termination of this Lease or Tenant's right to possession, and (b) an amount equal to the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at the Base Rate then in effect, minus the then present fair rental value of the Premises for the remainder of the Term, similarly discounted, after deducting all anticipated Costs of Reletting.

Section 19.3 If Tenant is in Default (i.e. after the expiration of all notice and cure periods) of any of its non-monetary obligations under this Lease, or in the event of an emergency at any time that Tenant is in default (regardless of whether notice has been sent to Tenant and the time period to cure has passed) of its obligations under this Lease, Landlord shall have the right to perform such obligations. Tenant shall reimburse Landlord for the cost of such performance upon demand together with an administrative charge equal to fifteen percent (15%) of the cost of the work performed by Landlord. The repossession or re-entering of all or any part of the Premises shall not relieve Tenant of its liabilities and obligations under this Lease. No right or remedy of Landlord shall be exclusive of any other right or remedy. Each right and remedy shall be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at Law or in equity.

Section 19.4 Tenant hereby waives its rights to a trial by jury in any action or proceeding based upon or related to the subject matter of this Lease and the business relationship that is being established.

ARTICLE XX Limitation of Liability.

The liability of Landlord for Landlord's obligations under this Lease and/or any documents executed in connection with this Lease shall be limited to Landlord's interest in the Property and Tenant shall not look to any other property or assets of Landlord, or the property or assets of any direct or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Landlord (collectively, the "**Landlord Parties**") in seeking either to enforce Landlord's obligations under this Lease and/or any documents executed in connection with this Lease or to satisfy a judgment for Landlord's failure to perform such obligations; and none of the Landlord Parties shall be personally liable for the performance of Landlord's obligations under this Lease and/or any documents executed in connection with this Lease.

ARTICLE XXI Holding Over.

If Tenant fails to surrender all or any part of the Premises at the termination of this Lease, occupancy of the Premises after termination shall be that of a tenancy at sufferance. Tenant's occupancy shall be subject to all the terms and provisions of this Lease, and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to one hundred fifty percent (150%) of Base Rent due for the month immediately preceding the holdover and any Additional Rent. No holdover by Tenant or payment by Tenant after the termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. If Landlord is unable to deliver possession of the Premises to a new tenant or to perform improvements for a new tenant as a result of Tenant's holdover and Tenant fails to vacate the Premises within fifteen (15) days after notice from Landlord, Tenant shall be liable for all damages that Landlord suffers from the holdover.

ARTICLE XXII Subordination to Mortgages; Estoppel Certificate.

Section 22.1 Tenant accepts this Lease subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now or subsequently arising upon the Premises, the Building or the Property, and to renewals, modifications, refinancings and extensions thereof (collectively referred to as a "**Mortgage**"). The party having the benefit of a Mortgage shall be referred to as a "**Mortgagee**". Upon request, Tenant, without charge, shall attorn to any successor to Landlord's interest in this Lease provided that such successor agree that this Lease shall not be terminated if Tenant is not in default of its obligations hereunder. This clause shall be self-operative, but upon request from a Mortgagee, Tenant shall execute a commercially reasonable subordination agreement in favor of the Mortgagee. As an alternative, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease.

Section 22.2 Tenant shall, within ten (10) business days after receipt of a written request from Landlord, execute and deliver a commercially reasonable estoppel certificate as reasonably requested by Landlord (including a Mortgagee or prospective purchaser).

ARTICLE XXIII Notice.

All demands, approvals, consents or notices (collectively referred to as a "**Notice**") shall be in writing and delivered by hand or sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service, or sent by overnight or same day courier service at the party's respective Notice Address(es) set forth in Section 1. Each notice shall be deemed to have been received on the earlier to occur of actual delivery or the date on which delivery is refused, or, if Tenant has vacated the Premises or any other Notice Address of Tenant without providing a new Notice Address, three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above. Either party may, at any time, change its Notice Address (other than to a post office box address) by giving the other party written notice of the new address.

ARTICLE XXIV Surrender of Premises.

At the termination of this Lease or Tenant's right of possession, Tenant shall remove Tenant's Property, any signage installed at the Property by or on behalf of Tenant, and any Alterations from the Premises which Tenant is required to remove pursuant to Section 8.04, and quit and surrender the Premises to Landlord, broom clean, and in good order, condition and repair, ordinary wear and tear and damage from fire or other casualty excepted. If Tenant fails to remove any of Tenant's Property or such Alterations, or to restore the Premises to the required condition, within two (2) days after termination of this Lease or Tenant's right to possession, Landlord, at Tenant's sole cost and expense, may remove and store Tenant's Property and/or perform such restoration of the Premises. Landlord shall not be responsible for the value, preservation or safekeeping of Tenant's Property. Tenant shall pay Landlord, upon demand, the expenses and storage charges incurred. If Tenant fails to remove Tenant's Property from the Premises or storage, within ten (10) days after notice, Landlord may deem all or any part of Tenant's Property to be abandoned and, at Landlord's option, title to Tenant's Property shall vest in Landlord or Landlord may dispose of Tenant's Property in any manner Landlord deems appropriate.

ARTICLE XXV Options to Extend Term.

Section 25.1 Tenant shall have the option to extend the Term of this Lease for two (2) additional periods of five (5) years each (each an "Extension Term"). The Base Rent for each Extension Term shall be equal to the greater of the fair market rental value of the Premises (as determined under this Article 25, the "Fair Market Rent") or the rate in place at the end of the initial term or the first Extension Term, as applicable. In order to exercise the right to an Extension Term, Tenant shall give written notice to Landlord at least twelve (12) months prior to the expiration of the initial Term or the first Extension Term, as applicable, of Tenant's desire to extend this Lease (the "Extension Notice"), and upon each renewal, the term of this Lease shall be extended accordingly.

Section 25.2 Within thirty (30) days following Tenant's delivery of the Extension Notice, Landlord and Tenant shall mutually endeavor to agree on an appraiser who is a member of a recognized professional organization for appraisers having at least five (5) years' experience in appraising or valuing market rental rates for commercial properties in the general market area of the Premises (an appraiser meeting such requirements is referred to herein as an "Independent Appraiser"). An Independent Appraiser that is mutually agreed to by Landlord and Tenant shall determine the fair market rental value of the Premises based on its then current use by Tenant and issue a written appraisal report with respect thereto within thirty (30) days after being selected.

Section 25.3 If Landlord and Tenant do not agree on an Independent Appraiser within the thirty (30) period provided for under Section 25.02, then the Fair Market Rent shall be determined according to the following process:

- i. Each of Landlord and Tenant shall select one (1) Independent Appraiser to determine the Fair Market Rent and shall send written notice of the identity of its selected Independent Appraiser to the other party within ten (10) business days after expiration of the initial thirty (30) period. Each Independent Appraiser shall prepare a written appraisal (each, an "Initial

Appraisal") of the Fair Market Rent for the Premises based on the Permitted Use within thirty (30) days after its selection.

- ii. If the Fair Market Rent set forth in each of the Initial Appraisals is within ten percent (10%) of one another (as measured against the higher of the two numbers), then the Fair Market Rent shall equal the average of the values set forth in the Initial Appraisals. If the Fair Market Rent set forth in each of the Initial Appraisals is not within ten percent (10%) of one another, then the Independent Appraisers shall appoint a third Independent Appraiser. The third Independent Appraiser shall prepare a written appraisal (the "**Third Appraisal**") to determine the Fair Market Rent within thirty (30) days after its appointment as the third Independent Appraiser. Of the Initial Appraisals and the Third Appraisal, the final Fair Market Rent shall equal the average of the values set forth in the two appraisals that are nearest in amount with regard to the Fair Market Rent; provided, however, if the Fair Market Rent in the Third Appraisal is within five percent (5%) of the average of the Initial Appraisals, the value stated in the Third Appraisal shall be the Fair Market Rent.
- iii. The final Fair Market Rent determined pursuant to the foregoing shall be final and binding on Landlord and Tenant.

ARTICLE XXVI Regulatory Compliance.

Section 26.1 Landlord and Tenant hereby acknowledge and agree that it is not a purpose of this Lease or any of the transactions contemplated herein to exert influence in any manner over the reason or judgment of any party with respect to the referral of patients or business of any nature whatsoever. It is the intent of the parties hereto that any referrals that may be made directly or indirectly by Landlord to Tenant's business, or by Tenant to Landlord's business, shall be based solely upon the medical judgment and discretion of a patient's physician while acting in the best interests of the patient. Landlord and Tenant hereby agree that Base Rent and any increases in Base Rent reflect fair market value and do not take into account the volume or value of referrals or business that may otherwise be generated between the parties for which payment may be made in whole or in part under Medicare, Medicaid or other Federal health care programs.

Section 26.2 In the event that there shall be a change in any applicable health care law or the interpretation thereof, including, without limitation, Medicare or Medicaid, statutes, regulations or general instructions (or the application thereof), the adoption of new legislation or regulations applicable to this Lease, the implementation of a change in payment methodology in any material third party payor reimbursement system or the initiation of an enforcement action with respect to any applicable health care law, which in each case affects the continuing legality of this Lease, then either party may, by notice, propose an amendment to conform this Lease to applicable laws. If notice of such proposed change is given and the parties hereto are unable to agree within sixty (60) days thereafter on an amendment, then either party may terminate this Lease by ten (10) days' advance written notice to the other party, unless a sooner termination is required under applicable law.

Section 26.3 Tenant is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and the implementing regulations at 45 CFR Parts 160 and 164, as amended by the Health Information Technology for Economic and Clinical Health Act, and applicable state patient privacy and security laws (collectively “**Privacy and Security Laws**”) and in order for Tenant to comply with Privacy and Security Laws, Tenant must restrict access to the portions of the Premises where patient medical records are kept or stored. Landlord hereby agrees that, notwithstanding the rights granted to Landlord pursuant to this Lease, except when accompanied by an authorized representative of Tenant, 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 or where such entry is prohibited by Privacy and Security Laws. Landlord further agrees to comply with the provisions of Privacy and Security Laws in connection with Landlord’s entry into the Premises. Tenant shall make an authorized representative reasonably available to accompany Landlord as needed.

ARTICLE XXVII Miscellaneous.

Section 27.1 Submission of this instrument for examination shall not bind Landlord or Tenant in any manner, and no lease or obligation on Landlord or Tenant shall arise until this instrument is signed and delivered by both Landlord and Tenant.

Section 27.2 This Lease shall be interpreted and enforced in accordance with the Laws of the State of Illinois. If any term or provision of this Lease shall to any extent be void or unenforceable, the remainder of this Lease shall not be affected. If there is more than one Tenant or if Tenant is comprised of more than one party or entity, the obligations imposed upon Tenant shall be joint and several obligations of all the parties and entities, and requests or demands from any one person or entity comprising Tenant shall be deemed to have been made by all such persons or entities.

Section 27.3 In any action or proceeding between Landlord and Tenant, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses in connection therewith, including, but not limited to, reasonable attorneys’ fees actually incurred. If Landlord commences any summary proceeding against Tenant, Tenant will not interpose any non-compulsory counterclaim in any such proceeding, and will not seek to consolidate such proceeding with any other action which may have been or will be brought in any other court by Tenant. No failure by either party to declare a default immediately upon its occurrence, nor any delay by either party in taking action for a default, nor Landlord’s acceptance of Rent with knowledge of a default by Tenant, shall constitute a waiver of the default, nor shall it constitute an estoppel.

Section 27.4 Whenever a day is appointed herein on which, or a period of time is appointed within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof (except the obligation of Tenant to pay Rent or any other sums due hereunder) shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is interfered with, the doing or completion of such act, matter or thing because of strikes, acts of God, shortages of labor or materials, war, terrorist

acts, pandemics, civil disturbances and other causes beyond the reasonable control of the performing party (“**Force Majeure**”).

Section 27.5 Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Building and Property. Upon transfer, Landlord shall be released from any further obligations hereunder and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations, provided that any successor pursuant to a voluntary, third party transfer (but not as part of an involuntary transfer resulting from a foreclosure or deed in lieu thereof) shall have assumed Landlord’s obligations under this Lease.

Section 27.6 Each of Landlord and Tenant represents and warrants to the other that neither it nor its agents have dealt with any broker in connection with this Lease. Each of Landlord and Tenant shall indemnify, defend, protect and hold the other party harmless from and against any and all Losses which the indemnified party may incur by reason of any claim of or liability to any broker, finder or like agent arising out of any dealings claimed to have occurred between the indemnifying party and the claimant in connection with this Lease, and/or the above representation being false.

Section 27.7 Landlord reserves the right to make changes to the Property, Building and Common Areas as Landlord deems appropriate and to change the name, number or designation by which the Building is commonly known. This Lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Premises. This Lease may be modified only by a written agreement signed by an authorized representative of each of Landlord and Tenant.

Section 27.8 Wherever in this Lease Landlord’s consent or approval is required, if Landlord refuses to grant such consent or approval, whether or not Landlord expressly agreed that such consent or approval would not be unreasonably withheld, Tenant shall not make, and Tenant hereby waives, any claim for money damages based upon Tenant’s claim or assertion that Landlord unreasonably withheld or delayed its consent or approval. Tenant’s sole remedy shall be an action or proceeding to enforce such provision, by specific performance, injunction or declaratory judgment. In no event shall Landlord be liable for, and Tenant, on behalf of itself and all other Tenant Related Parties or any of Tenant’s vendors, invitees or licensees, hereby waives any claim for, any indirect, consequential or punitive damages, including loss of profits or business opportunity, arising under or in connection with this Lease.

Section 27.9 Capitalized terms used in the Exhibits but not defined therein shall have the meanings given to such terms in the Lease.

Section 27.10 This Lease shall not be recorded by either Landlord or Tenant.

Section 27.11 This Lease may be executed in two (2) or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one instrument.

*[Remainder of page intentionally left blank;
signature page follows]*

Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

NWG PARTNERS, L.L.C.

By: _____

Name: _____

Title: _____

TENANT:

NORTHWEST ENDO CENTER LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

FLOOR PLAN SHOWING THE PREMISES

[See attached]

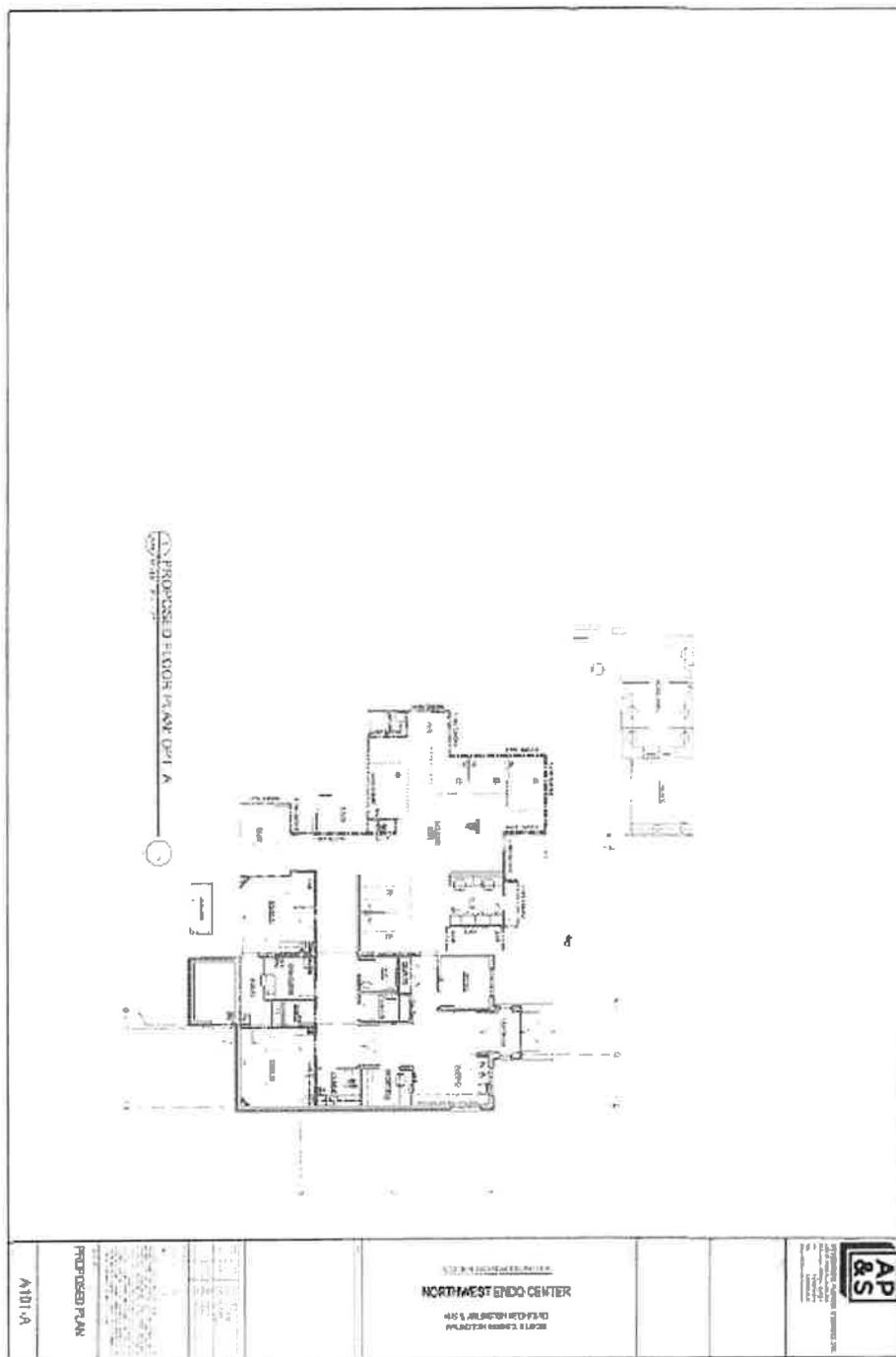


EXHIBIT B**BUILDING RULES AND REGULATIONS**

The following rules and regulations shall apply, where applicable, to the Premises, the Building, the parking facilities (if any), the Property and the appurtenances. In the event of a conflict between the following rules and regulations and the remainder of the terms of the Lease, the remainder of the terms of the Lease shall control.

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises. No rubbish, litter, trash, or material shall be placed, emptied, or thrown in those areas. At no time shall Tenant permit Tenant's employees to loiter in Common Areas or elsewhere about the Building or Property.

2. Plumbing fixtures and appliances shall be used only for the purposes for which designed and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed in the fixtures or appliances.

3. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord. All tenant identification and suite numbers at the entrance to the Premises shall be installed by Landlord, at Tenant's cost and expense, using the standard graphics for the Building. Except in connection with the hanging of lightweight pictures and wall decorations, no nails, hooks or screws shall be inserted into any part of the Premises or Building except by the Building maintenance personnel without Landlord's prior approval, which approval shall not be unreasonably withheld.

4. Tenant shall not place any lock(s) on any door in the Premises or Building without Landlord's prior written consent, which consent shall not be unreasonably withheld, and Landlord shall have the right at all times to retain and use keys or other access codes or devices to all locks within and into the Premises. A reasonable number of keys to the locks on the entry doors in the Premises shall be furnished by Landlord to Tenant at Tenant's cost and Tenant shall not make any duplicate keys. All keys shall be returned to Landlord at the expiration or early termination of the Lease.

5. All contractors, contractor's representatives and installation technicians performing work in the Building shall be subject to Landlord's prior approval, which approval shall not be unreasonably withheld, and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, which may be revised from time to time.

6. Landlord shall have the right to approve the weight, size, or location of heavy equipment or articles in and about the Premises, which approval shall not be unreasonably withheld; provided that approval by Landlord shall not relieve Tenant from liability for any damage in connection with such heavy equipment or articles.

7. Tenant shall not: (a) make or permit any improper, objectionable or unpleasant noises or odors in the Building, or otherwise interfere in any way with other tenants or persons

having business with them; (b) solicit business or distribute or cause to be distributed, in any portion of the Building, handbills, promotional materials or other advertising; or (c) conduct or permit other activities in the Building that might, in Landlord's sole opinion, constitute a nuisance.

8. No animals, except those assisting persons with disabilities, shall be brought into the Building or kept in or about the Premises.

9. No bicycles or other vehicles or in-line roller skates shall be brought into or kept by any tenant in or about the Premises, the Building or on the walkways outside the Building. Notwithstanding the above, bicycles will be allowed in areas designated by Landlord.

10. Landlord may from time to time adopt systems and procedures for the security and safety of the Building and Property, its occupants, entry, use and contents. Tenant, its agents, employees, contractors, guests and invitees shall comply with Landlord's systems and procedures.

11. Landlord shall have the right to prohibit the use of the name of the Building or any other publicity by Tenant that in Landlord's sole opinion may impair the reputation of the Building or its desirability. Upon written notice from Landlord, Tenant shall refrain from and discontinue such publicity immediately.

12. Per the Illinois Legislative amended Clean Indoor Act, smoking is prohibited in the Building. Landlord has the right to designate an exterior smoking area for the Building.

13. Landlord shall have the right to designate and approve standard window coverings for the Premises and to establish rules to assure that the Building presents a uniform exterior appearance. Tenant shall ensure, to the extent reasonably practicable, that window coverings are closed on windows in the Premises while they are exposed to the direct rays of the sun.

EXHIBIT C

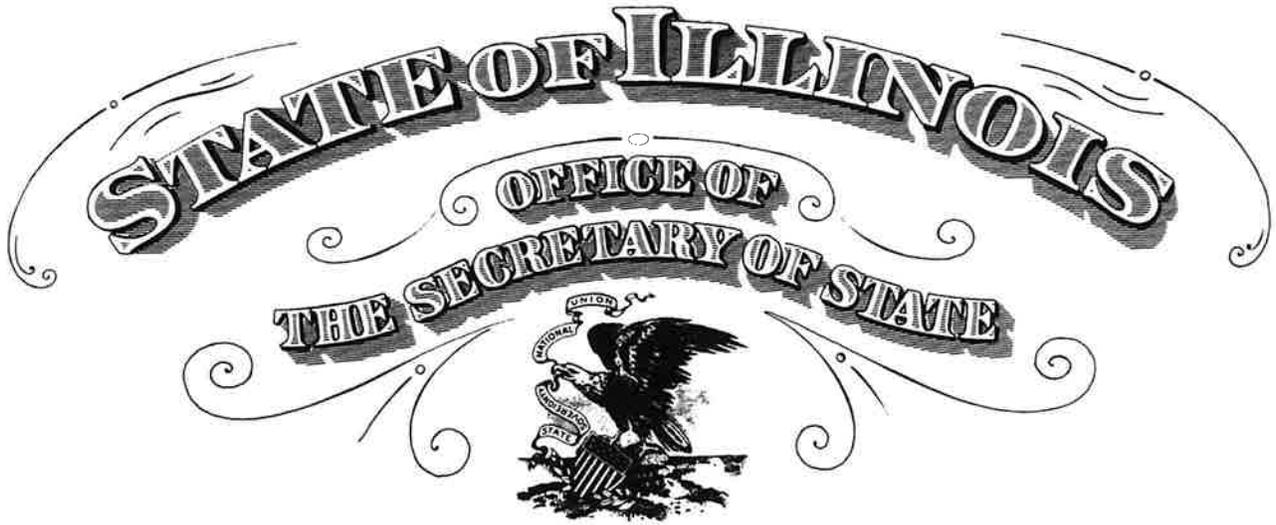
INDEMNITEES

- NWG Partners, L.L.C., an Illinois limited liability company, its members, officers and employees
- NWG Investments, LLC, an Illinois limited liability company, its members, officers and employees
- Such other parties as Landlord or Tenant may reasonably designate in writing from time to time.

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

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

File Number 0540559-9



To all to whom these Presents Shall Come, Greeting:

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

NORTHWEST ENDO CENTER LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON DECEMBER 14, 2015, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

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



Authentication #: 2124600934 verifiable until 09/03/2022
Authenticate at: <http://www.ilsos.gov>

Jesse White

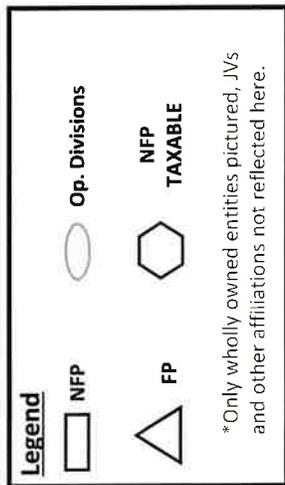
SECRETARY OF STATE

Section I, Identification, General Information, and Certification

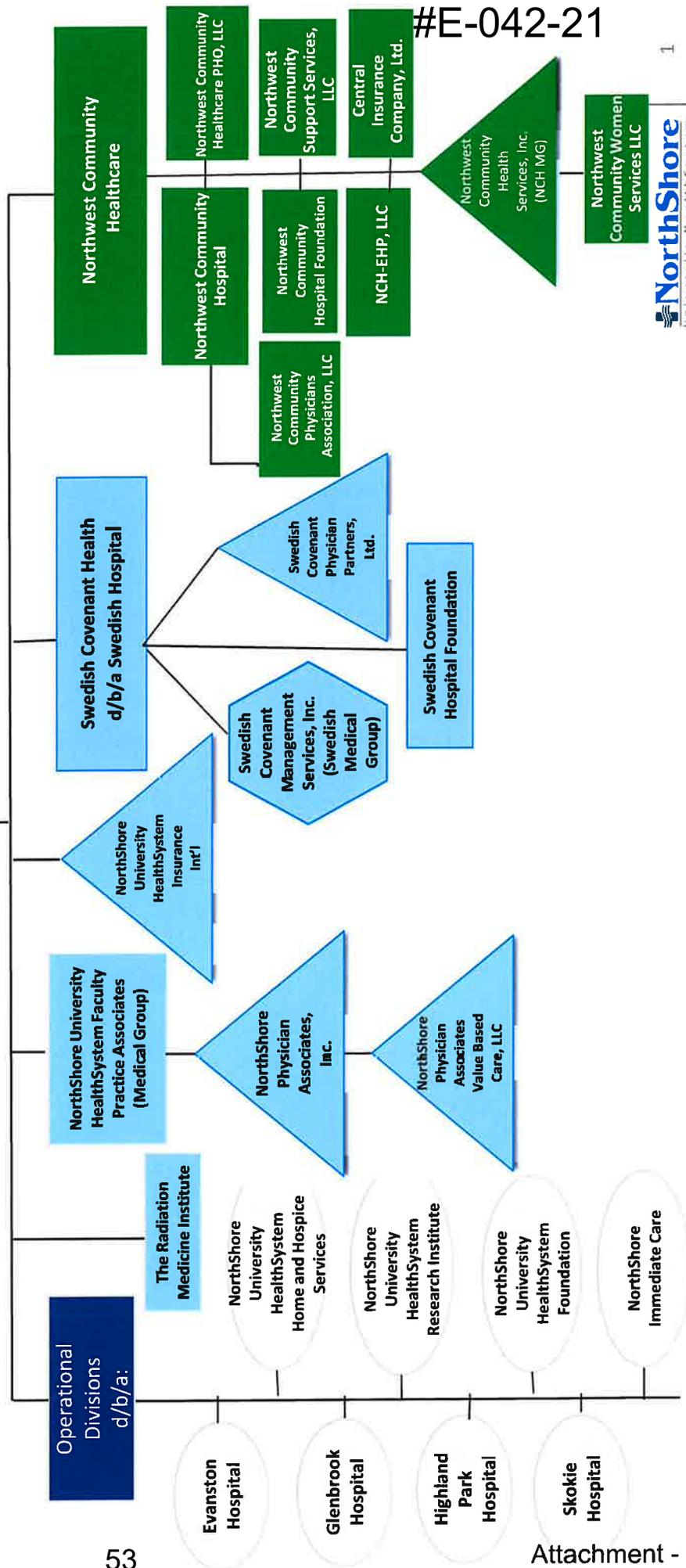
Organizational Relationships

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

Organizational Structure, Effective January 1, 2021



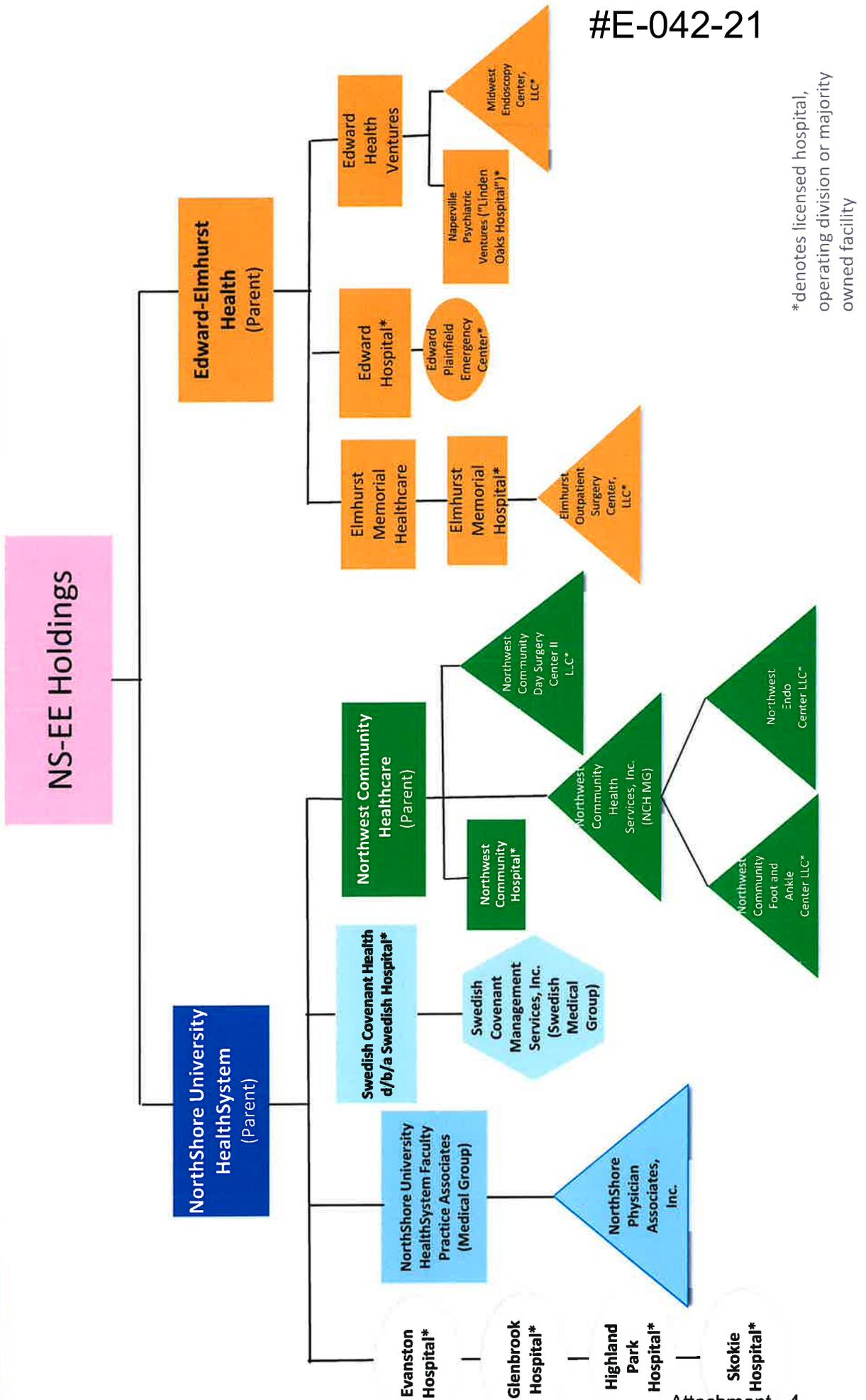
NorthShore University HealthSystem



#E-042-21

Post-close Organizational Structure

#E-042-21



*denotes licensed hospital, operating division or majority owned facility

Section II, Background of the Applicant

1. A list of health care facilities owned or operated by NorthShore University HealthSystem and Northwest Community Healthcare in Illinois including licensing and certification information is attached at Attachment – 5A.
2. Letters from the Applicants certifying no adverse action has been taken against any facility owned and/or operated by the Applicants in Illinois during the three years prior to filing this application is attached at Attachment – 5C.
3. An authorization permitting the State Board and the Illinois Department of Public Health (“IDPH”) access to any documents necessary to verify information submitted, including, but not limited to: official records of IDPH or other State agencies is attached at Attachment – 5C.

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

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

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



**Illinois Department of
PUBLIC HEALTH**

HF 1221621

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.

Issued under the authority of
the Illinois Department of
Public Health

Ngoyi O. Ezike, M.D.

Director

EXPIRATION DATE
12/31/2021

CATEGORY

General Hospital

ID NUMBER
0000646

Effective: 01/01/2021

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

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

DISPLAY THIS PART IN A
CONSPICUOUS PLACE

Exp. Date 12/31/2021

Lic Number 0000646

Date Printed 10/30/2020

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

FEE RECEIPT NO.

DISPLAY THIS PART IN A CONSPICUOUS PLACE

Illinois Department of PUBLIC HEALTH

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

This person, firm or organization whose name appears on this certificate has complied with the provisions of the Illinois Public Health Act and is hereby authorized to engage in the activity as indicated below.

Ngozi O. Ezike, M.D.
Director

Issued under the authority of the Illinois Department of Public Health

12/31/2021	0003483
General Hospital	
Effective: 01/01/2021	

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

This card is provided for informational purposes only. For more information, please contact the State of Illinois, Department of Public Health, PO Box 433, Springfield, IL 62764

Exp. Date 12/31/2021
Lic Number 0003483
Date Printed 10/30/2020

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

FEE RECEIPT NO.

#E-042-21

← DISPLAY THIS PART IN A CONSPICUOUS PLACE



Illinois Department of PUBLIC HEALTH

HF 121624

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

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

Ngozi O. Ezike, M.D.
Director

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
12/31/2021		0005066
General Hospital		
Effective: 01/01/2021		

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

Highland Park, IL 60035

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Exp. Date 12/31/2021

Lic Number 0005066

Date Printed 10/30/2020

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

FEE RECEIPT NO.

DISPLAY THIS PART IN A CONSPICUOUS PLACE

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	LD NUMBER
12/31/2021	General Hospital	0005587

Effective: 01/01/2021

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

Skokie, IL 60076

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

Exp. Date 12/31/2021

Lic Number 0005587

Date Printed 10/30/2020

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

Attachment 5B
RECEIPT

#E-042-21



Illinois Department of PUBLIC HEALTH HF 121586

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

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

Ngozi O. Ezike, M.D.
Director

Issued under the authority of the Illinois Department of Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
12/31/2021		0001701
General Hospital		
Effective: 01/01/2021		

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

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Exp. Date 12/31/2021

Lic Number 0001701

Date Printed 10/28/2020

Northwest Community Hospital

800 W Central Road
Arlington Heights, IL 60005

FEE RECEIPT NO.



Illinois Department of PUBLIC HEALTH HF 121459

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

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

Ngozi O. Ezike, M.D.
Director

Issued under the authority of the Illinois Department of Public Health

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

Effective: 01/01/2021

Swedish Covenant Health
dba Swedish Hospital
5145 N California Avenue

Chicago, IL 60625

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

← DISPLAY THIS PART IN A CONSPICUOUS PLACE

Exp. Date 12/31/2021

Lic Number 0002717

Date Printed 10/08/2020

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

FEE RECEIPT NO.



Illinois Department of PUBLIC HEALTH HF 122270

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

<small>EXPIRATION</small>	<small>CATEGORY</small>	<small>LD NUMBER</small>
03/20/2022		7001209

Ambulatory Surgery Treatment Center

Effective: 03/21/2021

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

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← DISPLAY THIS PART IN A CONSPICUOUS PLACE

Exp. Date 03/20/2022
 Lic Number 7001209
 Date Printed 02/18/2021

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

FEE RECEIPT NO.



Illinois Department of
PUBLIC HEALTH
HF 123040

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

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

Ngozi O. Ezike, M.D.
Director

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
07/13/2022		7003213
Ambulatory Surgery Treatment Center		
Effective: 07/14/2021		

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

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↑
DISPLAY THIS PART IN A
CONSPICUOUS PLACE

Exp. Date 07/13/2022

Lic Number 7003213

Date Printed 05/28/2021

Northwest Community Foot and Ankle
1455 Golf Rd
Des Plaines, IL 60016-1250

FEE RECEIPT NO.

← DISPLAY THIS PART IN A CONSPICUOUS PLACE



**Illinois Department of
PUBLIC HEALTH**

HF 121881

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	LD NUMBER
02/06/2022		7003210
Ambulatory Surgery Treatment Center		
Effective: 02/07/2021		

Exp. Date 02/06/2022

Lic Number 7003210

Date Printed 12/18/2020

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

Northwest Endo Center LLC
1415 S Arlington Heights Road
Arlington Heights, IL 60005-3765

The face of this license has a colored background. Printed by Authority of the State of Illinois • PO. #19-493-001 13M 9/18

FEE RECEIPT NO.



September 14, 2021

HCO ID: # 7343

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

Dear Mr. Gallagher:

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

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

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

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

Sincerely,

Cynthia Lopez

Cynthia Lopez
Senior Account Executive
Accreditation and Certification Operations



September 14, 2021

HCO ID:# 7343

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

Dear Mr. Gallagher:

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

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

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

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

Sincerely,

Cynthia Lopez

Cynthia Lopez
Senior Account Executive
Accreditation and Certification Operations



February 26, 2018

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

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

Dear Mr. Gallagher:

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

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

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

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

This recommendation applies to the following location(s):

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

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

Des Plaines Internal Medicine

www.jointcommission.org

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

Attachment - 5B



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

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

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

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

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

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

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

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

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

Medical Imaging
1182 Northbrook Court, Northbrook, IL, 60062

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

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

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

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

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

NorthShore Medical Group - Family Practice

www.jointcommission.org

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

Attachment - 5B



1162 Maple Ave, Mundelein, IL, 60060

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

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

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

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

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

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

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

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

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

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

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

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

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

NS Medical Group - Deerpath Physician Group

www.jointcommission.org

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

Attachment - 5B



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Skokie Ambulatory Care Center

www.jointcommission.org

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

Attachment - 5B



9650 Gross Point Road, Skokie, IL, 60076

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

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

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

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

Sincerely,

A handwritten signature in black ink that reads 'Mark G. Pelletier'.

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

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



AMERICAN OSTEOPATHIC ASSOCIATION

BUREAU OF HEALTHCARE FACILITIES ACCREDITATION
HEALTHCARE FACILITIES ACCREDITATION PROGRAM

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

February 28, 2018

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

Dear Mr. Guaccio:

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

Swedish Covenant Hospital
5145 N California Ave
Chicago, IL 60625

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

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

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

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

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

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

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

**ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 09/2019 Edition**

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

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

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

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

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

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

Sincerely,



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

c: CMS Central Office
Region V, CMS

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 09/2019 Edition



January 3, 2018

Stephen Scogna
Chief Executive Officer

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

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

Dear Mr. Scogna:

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

- **Comprehensive Accreditation Manual for Hospitals**

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

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

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

Congratulations on your achievement.

Sincerely,

A handwritten signature in black ink that reads 'Mark Pelletier'.

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



August 9, 2021

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

Dear Mr. Guaccio:

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

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

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

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

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

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

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

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

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

Niles Infusion Center
6450 West Touhy
Niles, IL 60714

Program: Acute Care Hospital

CCN # 140114

HFAP ID: 119094

Triennial Survey Dates: 05/17/2021 – 05/20/2021

Plan(s) of Correction Received: 06/30/2021

Effective Date of Accreditation: 01/29/2021 – 01/29/2024



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

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

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

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

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

Condition Level Deficiencies: None

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

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

Sincerely,

A handwritten signature in cursive script that reads "Deanna Scatena".

Deanna Scatena, RN, BSN
Associate Program Director

DS/co

cc: CMS Central Office
Region V, CMS



June 17, 2021

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

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

Dear Mr. Scogna:

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

Comprehensive Accreditation Manual for Ambulatory Health Care

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

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

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

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

Congratulations on your achievement.

Sincerely,

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



ACCREDITATION ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

CERTIFICATE OF ACCREDITATION

grants this

to

NORTHWEST ENDO CENTER, LLC

1415 S ARLINGTON HEIGHTS RD
ARLINGTON HEIGHTS, IL 60005

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

117454

Organization Identification Number



JULY 26, 2023

The Standard expires on the above date.

Timothy J. Peterson, MD
TIMOTHY J. PETERSON, MD
Chair of the Board

Noel M. Adachi
NOEL M. ADACHI, MBA
President & CEO

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

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

Dear Chair Savage:

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

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

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

Sincerely,



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

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

Barbara M. Holland
Notary Public



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

Dear Chair Savage:

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

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

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

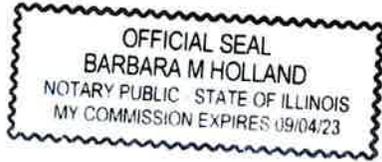
Sincerely,



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

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

Barbara M. Holland
Notary Public



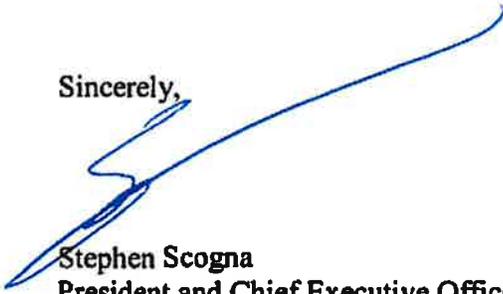
Debra Savage
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Chair Savage:

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

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

Sincerely,



Stephen Scogna
President and Chief Executive Officer
Northwest Community Healthcare

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


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. Northwest Endo 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 Pfungsten Road, Glenview, Illinois 60026; (iii) NorthShore University HealthSystem Highland Park Hospital located at 777 Park Avenue West, Highland Park, Illinois 60035; (iv) NorthShore University HealthSystem Skokie Hospital located at 9600 Gross Pointe Road, Skokie, Illinois 60076; (v) Swedish Hospital located at 5140 North California Avenue, Chicago, Illinois 60625; (vi) Northwest Community Hospital located at 850 West Central Road, Arlington Heights, Illinois 60005; (vii) Northwest Community Day Surgery Center II, LLC located at 675 West Kirchoff Road, Arlington Heights, Illinois 60005 (viii) Northwest Community Foot and Ankle Center, LLC located at 1455 East Golf Road, Des Plaines, Illinois 60016, (ix) Northwest Endo Center LLC located at 1415 South Arlington Heights Road, Arlington Heights, Illinois 60005, (x) Edward Hospital located at 801 South Washington Street, Naperville, Illinois 60540; (xi) Elmhurst Memorial Hospital located at 155 East Brush Hill Road, Elmhurst, Illinois 60126; (xii) Linden Oaks Behavioral Health located at 852 South West Street, Naperville, Illinois 60540 (xiii) Elmhurst Outpatient Surgery Center, LLC located at 1200 South York Road, Suite, 1400, Elmhurst, Illinois 60126, (xiv) Midwest Endoscopy Center, LLC located at 1243 Ricket Drive, Naperville, Illinois 60540 and (xv) Edward Plainfield Emergency Center located at 24600 West 127th Street Building A, Plainfield, Illinois 60585.
2. Northwest Endo Center, LLC authorizes the Illinois Health Facilities and Services Review Board (“HFSRB”) and the Illinois Department of Public Health (“IDPH”) to access information to verify documentation or information submitted by Northwest Endo Center, LLC in connection with the COE filing requirements or to obtain any documentation or information which the HFSRB or IDPH finds pertinent to the COE applications noted above.

Sincerely,



Stephen Scogna
Manager
Northwest Endo Center, LLC

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


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**

NEC is the operator/licensee of the hospital.

Northwest Community Healthcare is the parent of NEC.

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

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

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

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

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

Northwest Endo 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 NEC, along with the post-transaction ownership structure are attached at Attachment - 4.

5. 1130.520(b)(1)(F) – Fair Market Value of Northwest Endo Center

\$9,848,700

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

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

7. 1130.520(b)(2) – Affirmations

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

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

Not applicable

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

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

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

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

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

The planned transaction will present opportunities to improve health care delivery and access to services provided in the combined system's service area in a manner that results in cost savings and other efficiencies that will ensure that NorthShore and EEH can more

effectively continue their shared charitable mission and purposes. Such opportunities will likely include initiatives for integration of information technology and system-wide support functions with the goal of enhancing operational efficiency, as well as clinical integration to support strong performance in value-driven initiatives that can improve outcomes while reducing total cost of care.

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

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

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

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

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

There will no changes to the Categories of Service provided at NEC 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 NEC.

Section IV – Charity Care Information

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

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

NORTHWEST ENDO CENTER CHARITY CARE			
	2017	2018	2019
Net Patient Revenue	\$1,339,093	\$4,168,628	\$4,430,520
Amount of Charity Care (charges)			
Cost of Charity Care			

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		18 – 22
2	Site Ownership		23 – 49
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.		50 – 51
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.		52 – 54
5	Background of the Applicant		55 – 87
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