

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

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: Northwest Community Day Surgery Center II LLC		
Street Address: 675 West Kirchoff 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 Gillespie
State Representative Name: Thomas Morrison

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

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

Type of Ownership of Applicants

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

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

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

Primary Contact [Person to receive ALL correspondence or inquiries]

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

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

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: Northwest Community Day Surgery Center II LLC		
Street Address: 675 West Kirchoff Road		
City and Zip Code: Arlington Heights, Illinois 60005		
County: Cook	Health Service Area: 7	Health Planning Area: A-07

Legislators

State Senator Name: Ann Gillespie
State Representative Name: Thomas Morrison

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

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

Type of Ownership of Applicants

- | | |
|--|--|
| <input checked="" type="checkbox"/> Non-profit Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Other | |
- Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
 - Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

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

Primary Contact [Person to receive ALL correspondence or inquiries]

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

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

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: Northwest Community Day Surgery Center II LLC		
Street Address: 675 West Kirchoff Road		
City and Zip Code: Arlington Heights, Illinois 60005		
County: Cook	Health Service Area: 7	Health Planning Area: A-07

Legislators

State Senator Name: Ann Gillespie
State Representative Name: Thomas Morrison

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
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Other	

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

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

Primary Contact [Person to receive ALL correspondence or inquiries]

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

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

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: Northwest Community Day Surgery Center II LLC		
Street Address: 675 West Kirchoff Road		
City and Zip Code: Arlington Heights, Illinois 60005		
County: Cook	Health Service Area: 7	Health Planning Area: A-07

Legislators

State Senator Name: Ann Gillespie
State Representative Name: Thomas Morrison

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

Exact Legal Name: Northwest Community Day Surgery Center II LLC
Street Address: 675 West Kirchoff 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, Manager
CEO Street Address: 675 West Kirchoff Road
CEO City and Zip Code: Arlington Heights, Illinois 60005
CEO Telephone Number: (847) 618-5007

Type of Ownership of Applicants

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

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

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

Primary Contact [Person to receive ALL correspondence or inquiries]

Name: Shivani Bautista
Title: General Counsel
Company Name: NorthShore University HealthSystem
Address: 1301 Central 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: Northwest Community Healthcare
Address of Site Owner: 800 West Central Road, Arlington Heights, Illinois 60005
Street Address or Legal Description of the Site: 675 West Kirchoff Road, Arlington Heights, Illinois 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 Community Day Surgery Center II LLC	
Address: 675 West Kirchoff Road, Arlington Heights, Illinois 60005	
<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Other	<input type="checkbox"/>

Operating Identity/Licensee after the Project is Complete**[Provide this information for each applicable facility and insert after this page.]**

Exact Legal Name: Northwest Community Day Surgery Center II LLC	
Address: 675 West Kirchoff Road, Arlington Heights, Illinois 60005	
<input type="checkbox"/> Non-profit Corporation <input type="checkbox"/> For-profit Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other	<input type="checkbox"/> Partnership <input type="checkbox"/> Governmental <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/>
<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 ☐ Yes ☒ No
 Purchase Price: \$ N/A
 Fair Market Value: \$ N/A

Project Status and Completion Schedules

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

Skokie Hospital (Proj. No. 20-008)

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

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

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

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

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

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

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

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

State Agency Submittals

Are the following submittals up to date as applicable:

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

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

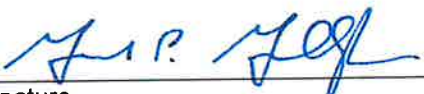
ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 04/2021 Edition

CERTIFICATION

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

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

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


Signature

Gerald P. Gallagher

Printed Name

President & Chief Executive Officer

Printed Title


Signature

Doug Welday

Printed Name

Chief Financial Officer

Printed Title

Notarization:

Subscribed and sworn to before me

this 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

Seal



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

CERTIFICATION

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

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

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


Signature

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

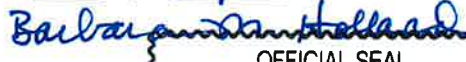

OFFICIAL SEAL
Signature of Notary BARBARA M HOLLAND
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 09/04/23

Seal

*Insert the EXACT legal name of the applicant

Notarization:

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


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

Seal

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

CERTIFICATION

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

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

This Application is filed on the behalf of 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

Notarization:

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

Glenda Mertis Peterson
Signature of Notary

Seal

*Insert the EXACT legal name of the applicant

Signature

Michael Hartke

Printed Name

Executive Vice President & COO

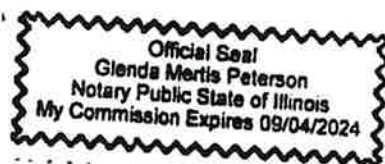
Printed Title

Notarization:

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

Glenda Mertis Peterson
Signature of Notary

Seal



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

CERTIFICATION

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

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

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

Signature

Stephen Scogna

Printed Name

Manager

Printed Title

Notarization:

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

Glenda Mertis Peterson
Signature of Notary

Seal

*Insert the EXACT legal name of the applicant

Signature

Michael Hartke

Printed Name

Manager

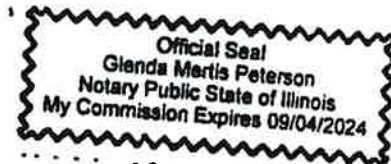
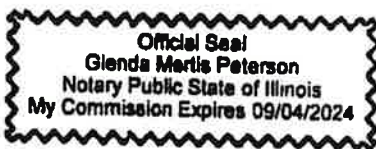
Printed Title

Notarization:

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

Glenda Mertis Peterson
Signature of Notary

Seal



SECTION II. BACKGROUND.**BACKGROUND OF APPLICANT**

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

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

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

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

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

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

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

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

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

SECTION IV.CHARITY CARE INFORMATION

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

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

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

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

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

Section I, Identification, General Information, and Certification

Applicants

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

Northwest Community Day Surgery Center II LLC ("NCDSC") is the operator/licensee of the ambulatory surgical treatment center.

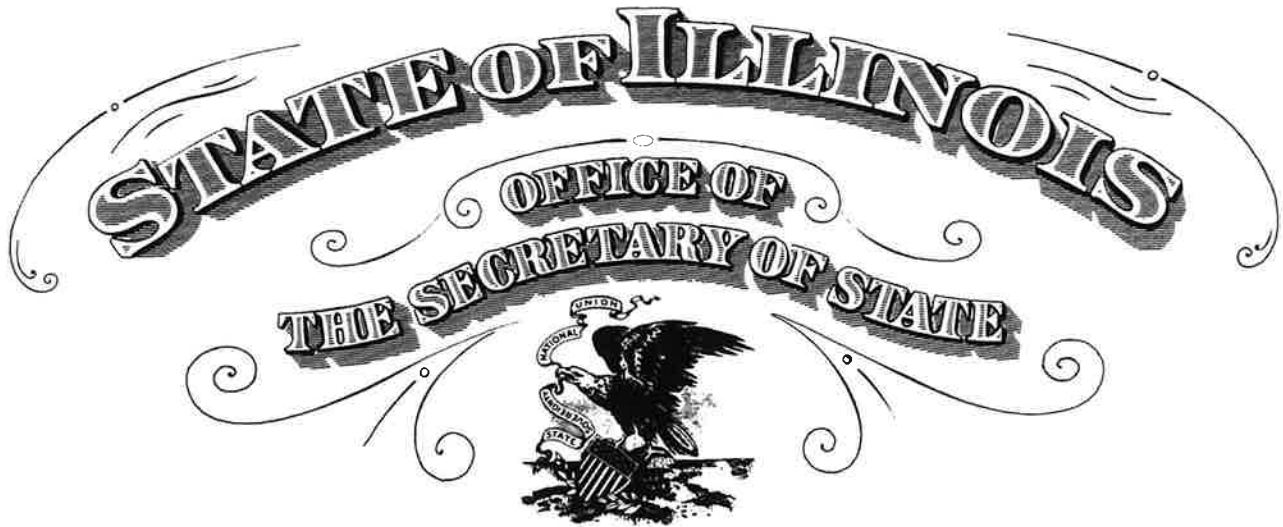
Northwest Community Healthcare is the parent of NCDSC.

NorthShore University HealthSystem is sole member of Northwest Community Healthcare.

NS-EE Holdings will be the entity sole 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.



Authentication # 2025600552, verifiable until 06/12/2021
 At the record at: <http://www.cyberrecyillinois.com>

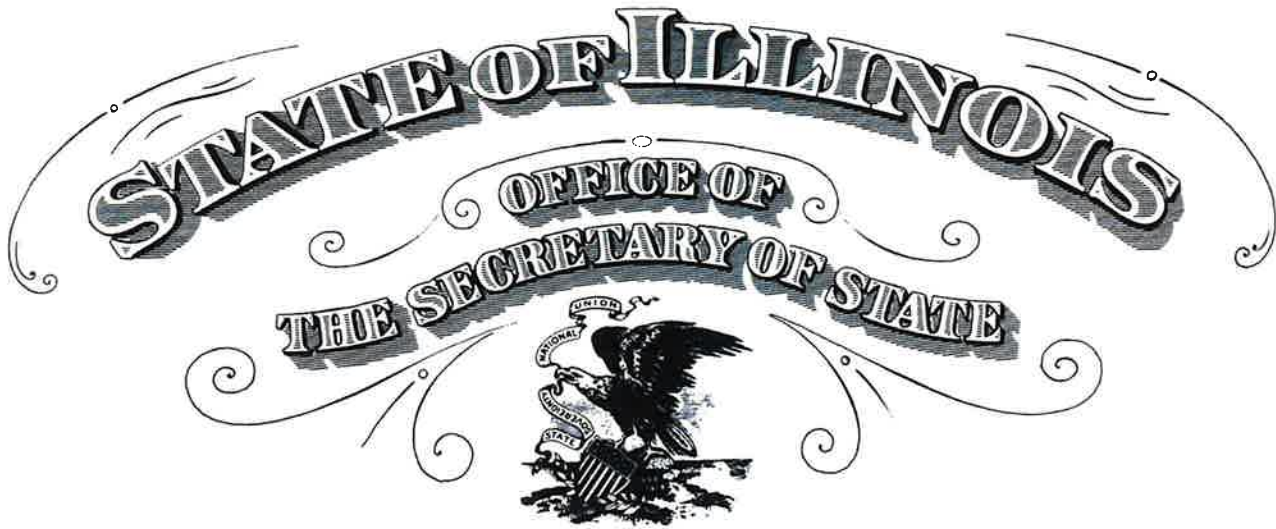
In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 12TH day of SEPTEMBER A.D. 2020 .

Jesse White

SECRETARY OF STATE

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 .

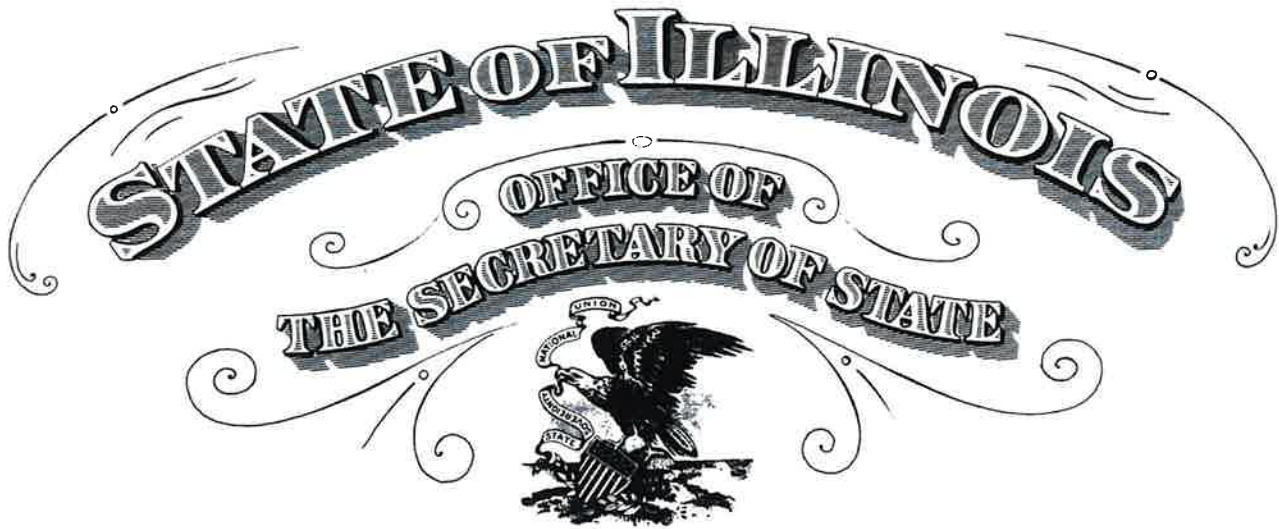
Jesse White

SECRETARY OF STATE

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

File Number

0450530-1



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 DAY SURGERY CENTER II LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON SEPTEMBER 18, 2013, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



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

Jesse White

SECRETARY OF STATE

Authentication #: 2124600916 verifiable until 09/03/2022
Authenticate at: <http://www.ilsos.gov>

Section I, Identification, General Information, and Certification

Site Ownership

The intercompany lease between Northwest Community Healthcare and NCDSC to lease the premises located at 675 West Kirchoff Road, Arlington Heights, Illinois 60005 is attached at Attachment - 2.

INTERCOMPANY LEASE AGREEMENT

This **INTERCOMPANY LEASE AGREEMENT** (the "**Agreement**") is effective as of January 1, 2014 (the "**Effective Date**"), by and between **Northwest Community Healthcare**, an Illinois not for profit corporation ("**NCH or Lessor**"), and **Northwest Community Day Surgery Center II**, an Illinois limited liability company ("**Center or Lessee**") (the "**Center**") (individually, a "**Party**," and collectively, the "**Parties**").

RECITALS

WHEREAS, Center is a licensed ambulatory surgical treatment center on the campus of NCH and NCH is a partial owner of the Center;

WHEREAS, To best serve its patients and the surrounding community including but not limited to, serving the medical and surgical needs of its patients, NCH desires to have a day surgery center on its campus;

WHEREAS, NCH is the owner of the parcel of land and building located in Arlington Heights and described in Exhibit A and attached hereto;

WHEREAS, NCH desires to rent certain space to the Center in order for Center meet the medical and surgical needs of NCH's patients; and

WHEREAS, Center desires to rent such physical space from NCH as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE I LEASED PREMISES; TERM

Section 1.1 Leased Premises. For the consideration and upon the terms and conditions hereinafter expressed, Lessor leases the Leased Premises unto Lessee, here present and accepting the same, commencing on the Commencement Date (as defined below), for the Term (as defined below), unless otherwise terminated sooner in accordance with the terms and conditions set forth in this Lease. Lessee or Lessee's agent has had an opportunity to visually inspect the Leased Premises and acknowledges that the Leased Premises appear in good and acceptable condition as of the execution of this Lease.

Section 1.2 Limited Waiver of Warranties. Except as otherwise provided in this Lease, NCH make no warranty of fitness, condition or title whatsoever, and Lessee hereby waives any

such warranties and acknowledges that the NCH are not making any such warranties whatsoever, other than the warranty of peaceful possession against eviction from, or disturbance in fact caused by a person who successfully obtains, pursuant to final definitive judgment, ownership or a right to possession of, the Leased Premises, in whole or in material part, which adversely and materially affects the operations of the Hospitals. Notwithstanding the foregoing, and to the extent allowed by law, the NCH hereby agree that the NCH, at their sole cost, shall defend and indemnify Lessee against any and all claims and lawsuits challenging the right of Lessee to lease and occupy, or otherwise materially disturbing Lessee's actual physical possession of, all or part of the Leased Premises which adversely affects the operations of the Hospital.

Section 1.3 Term of Lease. The Term of this Lease shall begin on the Commencement Date, and, unless earlier terminated in accordance with Sections 1.4 or 8.3, shall continue for an initial term of **five years (5) years** (the "Initial Term"). Beginning on the expiration of the Initial Term, this Agreement shall automatically renew for successive five (5) year terms (the "Renewal Term") unless otherwise terminated in accordance with Section 1.4 or Section 8.3 herein. Notwithstanding the foregoing, the Term of this Lease shall not exceed a total of ninety nine (99) years and this Lease shall automatically terminate upon completion of the 99th year.

Section 1.4 Termination. This Agreement may be terminated by either party, without cause, upon one hundred eighty (180) days prior written notice.

ARTICLE II RENT

Section 2.1 Monthly Base Rent. During the Term, the annual base rent for the Leased Premises (the "Leased Premises Rent") shall be calculated at twenty seven dollars (\$27) per square foot and shall be *nine hundred one thousand, five hundred three dollars* (\$901,503.00). The Leased Premises Rent shall be payable by Lessee to NCH in twelve (12) equal monthly installments (the "Leased Premises Monthly Rent"), with the rent for the first month of the Initial Term being due and payable on the Effective Date, and the remaining installments being due and payable, respectively on the first (1st) day of each calendar month thereafter during the Term.

Section 2.2. Fair Market Value of Rent. The parties acknowledge and agree that during the Initial Term, the Leased Premises Rent may require adjustment to maintain fair market value for reasons including, but not limited to, a Taxing Authority(ies) levying federal, state and local taxes and fees on the Leased Premises. In addition thereto, prior to each Renewal Term, Lessor shall obtain a market analysis of the Leased Premises. In the event the market analysis indicates that the Leased Premises Rent requires adjustment to maintain fair market value, the parties agree to work in good faith to timely execute an amendment to this Agreement to reflect such change in Rent during the Initial Term or any Renewal Term.

Section 2.3 No Adjustments or Offsets. This Lease is intended to be a net lease, the Rent provided for herein shall be paid to Lessor without deduction for any expenses, charges, insurance, taxes or set-offs whatsoever of any kind, character or nature; it being understood and

agreed to by Lessee that as between Lessee and Lessor, Lessee shall bear responsibility for the payment of all costs and expenses associated with the operation, maintenance and leasehold improvements of the Leased Premises unless otherwise specified in separate agreements between the parties. Under no circumstances will Lessor be required to make any payment on Lessee's behalf or for Lessee's benefit under this Lease, or assume any monetary obligation of Lessee or with respect to the Leased Premises under this Lease.

ARTICLE III USE

Section 3.1 Permitted Use. The Leased Premises shall be used and/or occupied by Lessee solely for a the provision of medical, surgical and related healthcare services and the operation of medical and business offices to provide such services ("the Permitted Use") and for no other purposes without the prior written consent of Lessor, which consent shall not be unreasonably withheld, delayed or conditioned. Lessee will conduct the operations of the Hospitals on the Leased Premises in compliance with all federal, state, local and parish rules, laws, ordinances, and governmental regulations, orders, codes and decrees (individually or collectively, the "Law").

Section 3.2 No Assignment. Lessee shall not assign this Lease or any interest therein without the prior written consent of Lessor, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, Lessee may, with prior written notice to Lessor.

Section 3.3 No Subletting. Lessee may not sublease all or any portion of the Leased Premises, without the prior written consent of Lessor, which consent shall not be unreasonably withheld, delayed or conditioned.

Section 3.4 Lessee Remains Liable. In no event shall any assignment or subletting of all or any portion of the Leased Premises release Lessee from any obligations under this Lease, unless such release shall be evidenced by Lessor's express written agreement at the time of such assignment or subletting, which agreement may be granted or withheld in Lessor's sole discretion.

ARTICLE IV OPERATION, MAINTENANCE, REPAIR, SECURITY AND OTHER SERVICES

Section 4.1 Operation. Lessee shall be responsible to procure and maintain all services and equipment necessary or required for its operation and use of the Leased Premises.

Section 4.2 Licenses and Permits. Lessee shall procure and maintain all licenses and permits (if any) required for its use of the Leased Premises.

Section 4.3 Maintenance and Repair. Lessor shall, during the Term, at its sole cost and expense, maintain the Leased Premises, including all fixtures located therein, and make and

perform all maintenance, repairs, restorations, and replacements to the Leased Premises, including without limitation the heating, ventilating, air conditioning, mechanical, electrical, elevators, telephone, cable and other utility lines, plumbing, fire, life/safety, sprinkler and security systems, computer service, air and water pollution control and waste disposal facilities, fixtures, equipment, and appurtenances to the Leased Premises as and when needed to maintain them in as good a working condition and repair (ordinary wear and tear and casualty excepted) as existed as of the Commencement Date, regardless of whether such maintenance, repairs, restorations or replacements are ordinary or extraordinary, routine or major, foreseeable or unforeseeable and regardless of by whom such items were placed in the Leased Premises. All maintenance, repairs, restoration, or replacements shall be of a quality and class equal to or better than the quality and class presently located in the Leased Premises.

ARTICLE V INSURANCE

Throughout the Term, Lessee shall secure and maintain or cause to be secured and maintained at its sole cost and expense policies of property insurance and commercial general liability insurance in such amounts satisfactory to Lessor.

ARTICLE VI INDEMNIFICATION

Section 6.1 Lessee's Indemnification to Lessor. Lessee shall indemnify, defend and hold harmless Lessor and its board members, officers, agents, and employees, together with any of their respective successors and assigns (collectively, the "Lessor Indemnitees"), against any and all loss, cost, damage, liability or expense as incurred (including but not limited to actual attorneys' fees and legal costs) arising out of or related to any claim, suit or judgment brought by or in favor of any person or persons for damage, loss or expense due to, but not limited to, bodily injury, including death, or property damage sustained by such person or persons which arises out of, is occasioned by or is attributable to the acts, omissions, use of, and/or activities on, the Leased Premises by Lessee or its officers, agents, employees, invitees, permittees, contractors or subcontractors.

Section 6.2 Lessor's Indemnification. To the extent authorized by Law, Lessor will indemnify, defend and hold harmless Lessee and its officers, agents and employees, together with any of their respective successors and assigns, from and against any claims, liabilities, damages, costs, penalties, forfeitures, losses or expenses (including but not limited to actual attorneys' fees and legal costs) to the extent resulting from any injury, loss or damage to persons or property arising out of the negligence or willful misconduct of Lessor, its board members, officers or employees.

ARTICLE VII TAXES, FEES AND LICENSES

Section 7.1 Payment of Taxes. Lessor shall collect from Lessee and pay to the appropriate collecting authorities all federal, state and local taxes and fees ("Taxing Authorities"), which accrue during the Term on or against or with respect to the Leased Premises, if any. The parties acknowledge that as of the Effective Date, no taxes have been levied on the Lease Premises by Taxing Authorities for which Lessee would be required to pay in accordance with this Section 7.1. In the event, following execution of this Agreement, Taxing Authority(ies) levy a tax on the Leased Premises, Lessor shall adjust the Leased Premises Rent accordingly to reflect such taxes owed. The parties agree to work in good faith to timely execute an amendment to this Agreement to modify the Leased Premises Rent to include such taxes due.

Section 7.2 Licenses. Lessee shall maintain in effect all federal, state and local licenses and permits required for the operation of the business conducted by Lessee on the Leased Premises.

ARTICLE VIII EVENT OF DEFAULT; REMEDIES

Section 8.1 Lessee Event of Default. Each of the following shall be an Event of Default by Lessee (each, a "Lessee Event of Default") under the terms of this Lease:

- (a) failure by Lessee to pay Rent to Lessor on any date on which the same is due under this Lease, and this failure shall not be cured within fifteen (15) business days after the date of written notice to Lessee of such failure;
- (b) failure by Lessee to obtain and maintain all insurance as required under this Lease and/or to furnish to Lessor evidence thereof and/or evidence of payment thereof, if the failure is not cured within fifteen (15) business days after the date of written notice to Lessee of such violation;
- (c) a court Order for relief in any involuntary case commenced against Lessee, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, and said Order is not vacated within one hundred twenty (120) days, or the entry of a decree or order by a court having jurisdiction appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of, or for Lessee or a substantial part of the properties of Lessee or order winding up or liquidation of the affairs of Lessee, and the continuance of any such decree or order unstayed and in effect for one hundred twenty (120) consecutive days;
- (d) commencement by Lessee of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted;
- (e) any failure by Lessee to comply with any material obligations of this Lease.

Section 8.2 Lessor Event of Default. A default by Lessor (a "Lessor Event of Default") will occur under this Lease if Lessor fails to perform any of its obligations or covenants under this Lease, and such failure is not cured within thirty (30) business days after Lessor's receipt of written notice from Lessee of this failure; provided, however, that no Lessor

Event of Default will occur if Lessor begins to cure the failure forming the basis of the Lessor Event of Default within thirty (30) business days after its receipt of such notice and continues such cure with reasonable diligence for such period as is reasonably necessary to cure the failure.

Section 8.3 Remedies. In addition to any other remedies provided by Law and except as otherwise provided herein, following the occurrence of a Lessee Event of Default (as defined above), Lessor may, but shall not be obligated to, terminate this Lease.

ARTICLE IX NOTICES

Notices. Any notice herein required or permitted to be given shall be in writing and shall be hand-delivered (and deemed to be duly given on the date of such hand-delivery); or sent by prepaid, certified mail, return receipt requested (and deemed to be duly given three days after such mailing); or sent by prepaid overnight nationwide courier services such as FedEx, UPS or DHL (and deemed to be duly given the next day); each such notice to be addressed to the Parties as follows:

To NCH:

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

With a copy to:
V.P. and General Counsel,
at the same address

To Center:

Northwest Community Day Surgery Center II

675 W. Kirchoff Road

Arlington Heights, Illinois 60525

or such other place or places as any of the Parties shall designate by written notice to the other.

ARTICLE X MISCELLANEOUS

10.1 LIMITATION OF LIABILITY. NCH SHALL NOT BE LIABLE TO CENTER OR ANY THIRD PARTIES FOR LIABILITIES OR DAMAGES OF ANY KIND WHICH ARISE FROM, OR RELATE TO, THE PERFORMANCE OF NCH'S OBLIGATIONS SET FORTH IN THIS AGREEMENT, UNLESS SUCH ACTS OR OMISSIONS ARE NOT CONSISTENT WITH STATE AND FEDERAL STATUTES AND REGULATIONS, OR A GOOD FAITH INTERPRETATION THEREOF. EACH PARTY'S LIABILITY TO THE OTHER PARTY SHALL NOT EXCEED THE AMOUNT OF TWO MILLION DOLLARS (\$2,000,000); PROVIDED, HOWEVER, IN NO EVENT SHALL THIS LIMITATION OF LIABILITY EXTEND TO ANY ACT OR OMISSION ARISING OUT OF OR RELATED TO CENTER'S DIAGNOSIS, TREATMENT, MEDICAL PROCEDURE OR ANY OTHER MEDICAL SERVICE TO PATIENTS OF CENTER.

10.2 Lessor's Right to Enter Property. Lessor reserves the right, but shall be under no obligation, to enter the Leased Premises at any time to inspect the same, as long as Lessor's inspection does not unreasonably interfere with Lessee's operations. Lessor shall attempt to provide Lessee with reasonable advance notice of its intent to inspect the Leased Premises, unless notice is impossible or impractical. Lessee shall have the right to have a representative accompany Lessor during such entry and inspection.

10.3 Assignment. This Agreement may not be assigned, delegated or transferred by either party hereto; provided, however, that NCH may assign, delegate or transfer this Agreement or any rights or obligations hereunder to another corporation or entity, now or hereafter existing, which corporation or entity is an affiliate of Northwest Community Healthcare.

10.4 Amendment. No amendment of any provision of this Agreement shall be effective, unless the same shall be in writing and signed by the Parties.

10.5 Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

10.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to conflict of laws principles.

10.7 Headings. All references to "Articles," "Sections" and "Exhibits" in this Agreement are to Articles, Sections and Exhibits of this Agreement, unless otherwise specifically stated. Headings of Articles and Sections in this Agreement are solely for convenience of reference, do not constitute a part hereof, and shall not affect the meaning, construction or effect hereof.

10.8 Gender. Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa, and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include all other genders.

10.9 Waiver of Terms. Any of the terms or conditions of this Agreement may be waived at any time by the Party which is entitled to the benefit thereof, but only by a written notice signed by the Party waiving such terms or conditions. The waiver of any term or condition shall not be construed as a waiver of any other term or condition of this Agreement.

10.10 Partial Invalidity. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

10.11 Exhibits. The attached Exhibits shall be construed with and as an integral part of this Agreement to the same extent as if they had been set forth verbatim herein.

10.12 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

10.13 Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the transactions contemplated hereby and supersedes all other agreements and understandings of the Parties on the subject matter hereof.

10.14 Force Majeure. NCH shall not be liable for any failure, inability or delay in the performance of its obligations hereunder, if such failure, inability or delay is due to any cause beyond the reasonable control of NCH, and due diligence is used in curing such cause and in resuming performance.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

NORTHWEST COMMUNITY HEALTHCARE

By:  12/23/13

Its: Michael Hartke, Exec. V.P., COO

NORTHWEST COMMUNITY DAY SURGERY CENTER II

By:  12/23/13

Its: Stephen Scogna, President & CEO

**EXHIBIT A
DESCRIPTION OF THE LEASED PREMISES**

LOCATION: 675 WEST KIRCHOFF
ARLINGTON HEIGHTS, ILLINOIS 60005

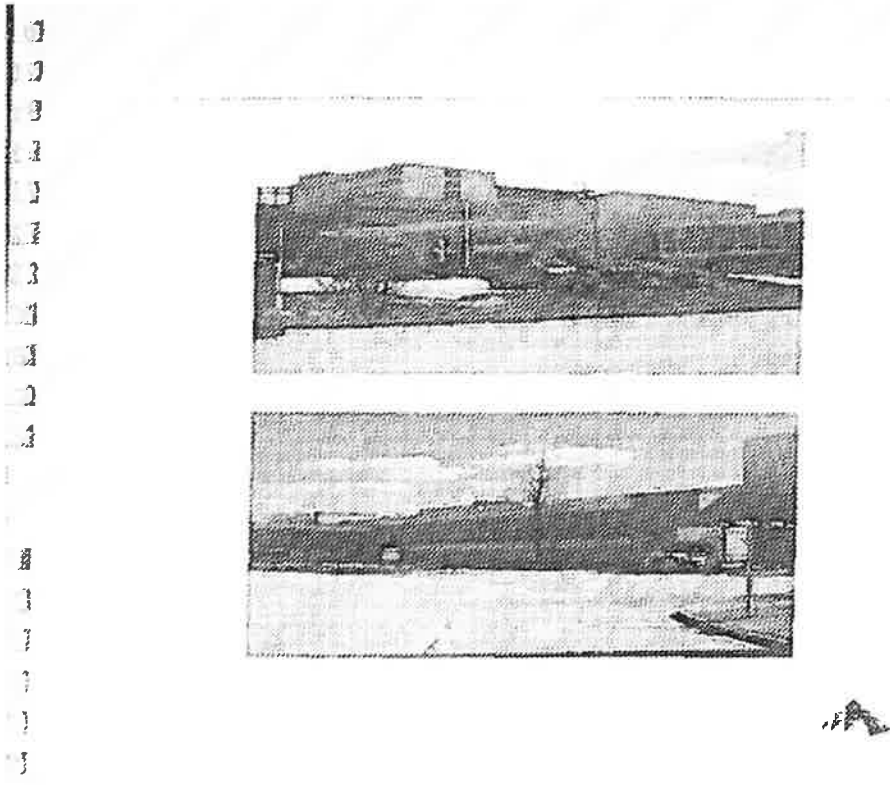
DATE(S) OF CONSTRUCTION: 1985, 1993, 1998, 2004

NUMBER OF LEVELS: One (1)

GROSS BUILDING AREA: 33,389 square feet

GENERAL CONDITION: Good

QUALITY OF CONSTRUCTION: Good

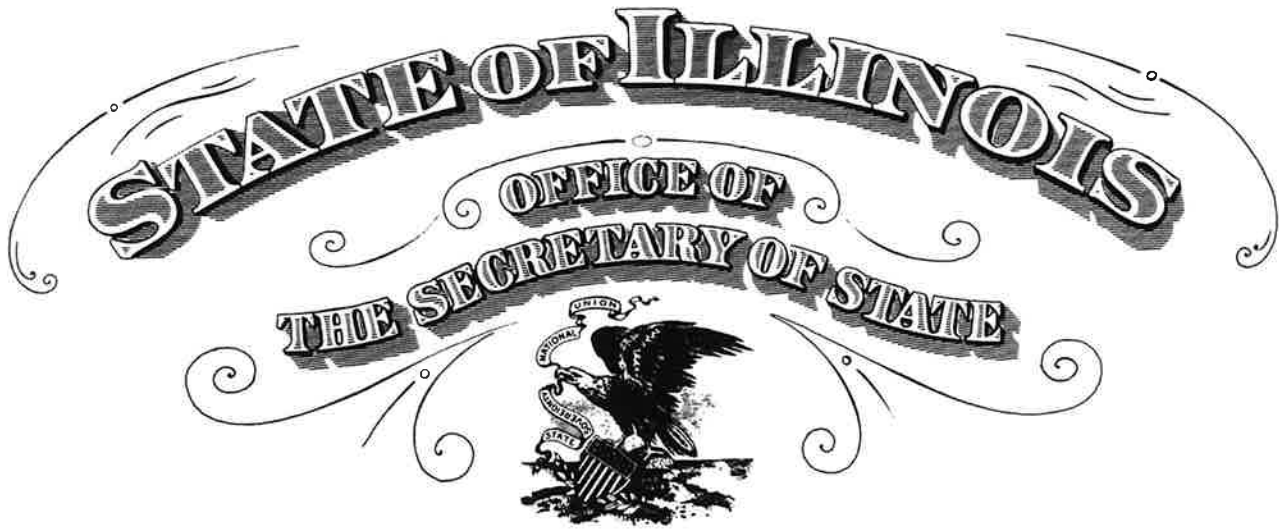


Section I, Identification, General Information, and Certification
Operating Identity/Licensee

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

File Number

0450530-1



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 DAY SURGERY CENTER II LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON SEPTEMBER 18, 2013, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



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

Jesse White

SECRETARY OF STATE

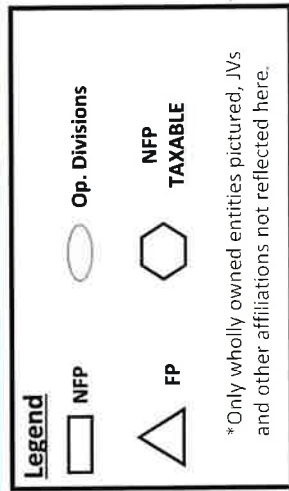
Authentication #: 2124600916 verifiable until 09/03/2022
Authenticate at: <http://www.ilsos.gov>

Section I, Identification, General Information, and Certification

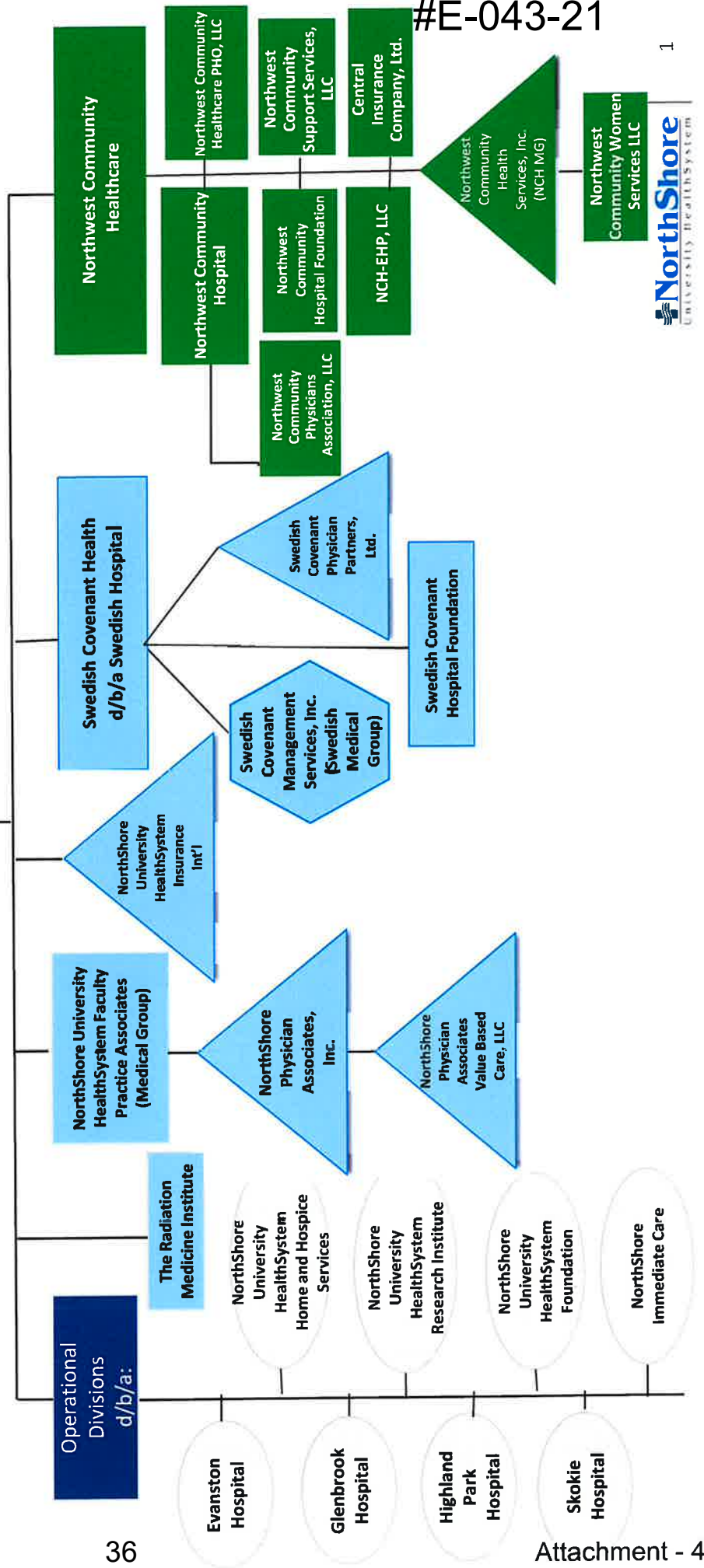
Organizational Relationships

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

Organizational Structure, Effective January 1, 2021



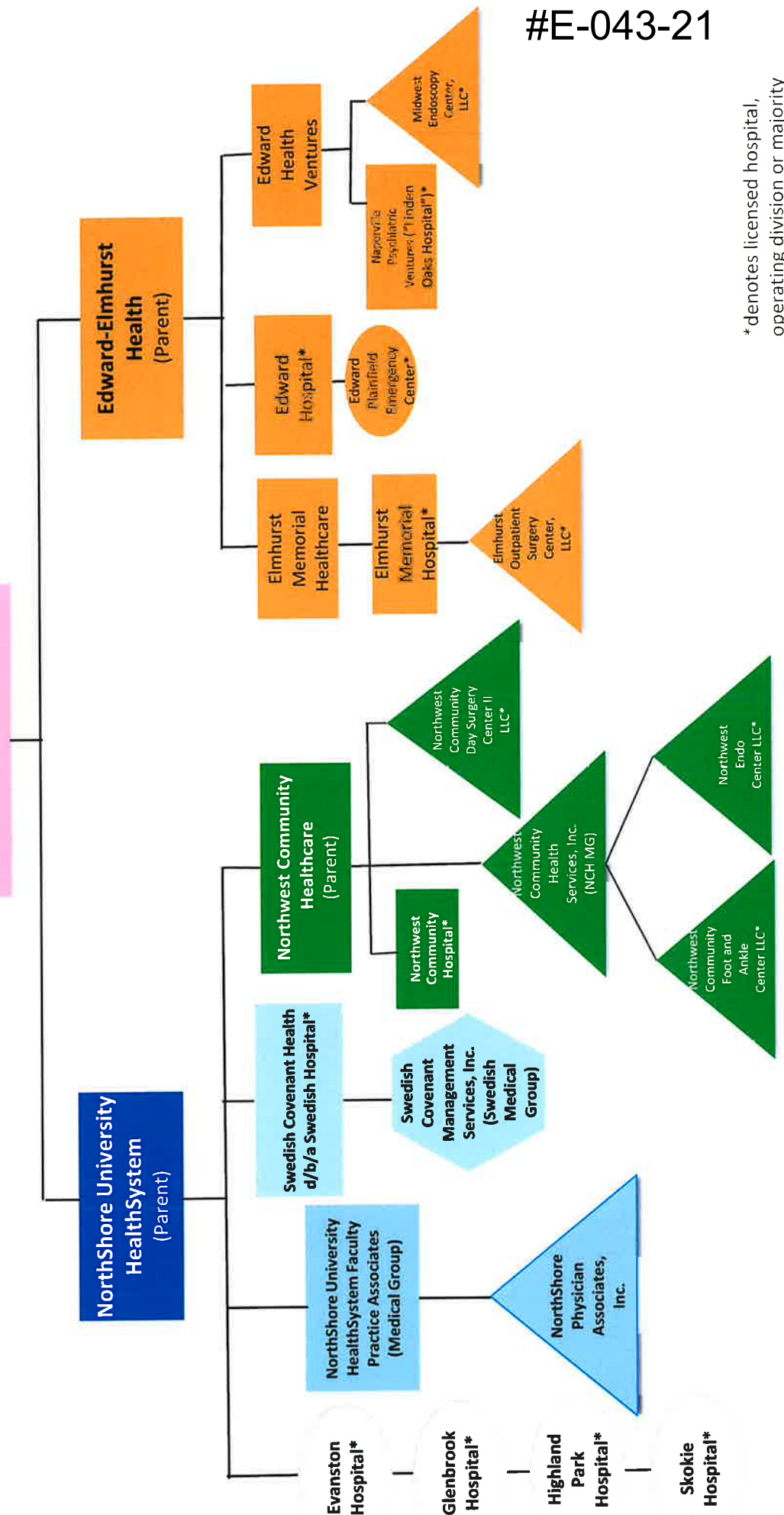
NorthShore University HealthSystem



#E-043-21

Post-close Organizational Structure

NS-EE Holdings



* denotes licensed hospital, operating division or majority owned facility

Section II, Background of the Applicant

1. A list of health care facilities owned or operated by 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 Day Surgery Center	1 East Street #300 Chicago, Illinois 60611	7002090
Northwest Community Day Surgery Center II	675 West Kirchoff Road Arlington Heights, Illinois 60005	7001209
Northwest Endo Center	1415 South Arlington Heights Road Arlington Heights, Illinois 60005	7003210

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



Illinois Department of PUBLIC HEALTH

HF 121621

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

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

Ngozi O. Ezike, M.D.

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
12/31/2021	Director	00000646
General Hospital		
Effective: 01/01/2021		

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

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

DISPLAY THIS PART IN A
CONSPICUOUS PLACE

Exp. Date 12/31/2021


Lic Number 00000646

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	
The person, firm or corporation whose name appears on this certificate has complied with the provisions of the various 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	
Ngozi O. Ezike, M.D. Director	12/31/2021
General Hospital	0003483
Effective: 01/01/2021	
NorthShore University HealthSystem dba NorthShore Univ. HealthSystem 2100 Pfingsten Road Glenview, IL 60025	
<small>The fee for this license has been received in full. Payment of this fee does not constitute a guarantee of the accuracy of the information provided. The fee for this license is \$100.00. The fee for this license is \$100.00. The fee for this license is \$100.00.</small>	

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-043-21

← 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

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

Exp. Date 12/31/2021

Lic Number 0005066

Date Printed 10/30/2020

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

FEE RECEIPT NO.

DISPLAY THIS PART IN A
CONSPICUOUS PLACE

HF 121625



**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

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

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

Attachment 5B
Attachment 5B

#E-043-21



**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

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #19-493-001 10M 8/18

← **DISPLAY THIS PART IN A
CONSPICUOUS PLACE**

Exp. Date 12/31/2021

Lic Number 0001701

Date Printed 10/28/2020

Northwest Community Hospital

800 W Central Road
Arlington Heights, IL 60005

FEE RECEIPT NO.

 **Illinois Department of
PUBLIC HEALTH** HF 121459

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

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

Ngozi O. Ezike, M.D.
Director

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
12/31/2021		0002717
General Hospital		
Effective: 01/01/2021		

Swedish Covenant Health
dba Swedish Hospital
5145 N California Avenue

Chicago, IL 60625

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #19-493-001 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.
Issued under the authority of the Illinois Department of Public Health
Director

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

Ambulatory Surgery Treatment Center

Effective: 03/21/2021

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

face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #19-493-001 10M 9/13

← **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 **HF 123040** 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.

Issued under the authority of
the Illinois Department of
Public Health

Director

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

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

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

→
DISPLAY THIS PART IN A
CONSPICUOUS PLACE

Exp. Date 07/13/2022

Lic Number 7003213


Date Printed 05/28/2021

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

FEE RECEIPT NO.

#E-043-21

← 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 02/06/2022	CATEGORY	ID NUMBER 7003210
Ambulatory Surgery Treatment Center		
Effective: 02/07/2021		
Northwest Endo Center LLC 1415 S Arlington Heights Road Arlington Heights, IL 60005		
The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #19-493-001 10M 9/18		

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 60005-3765

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

www.jointcommission.org

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



September 14, 2021

HCO ID:# 7343

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

Dear Mr. Gallagher:

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

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

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

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

Sincerely,

Cynthia Lopez

Cynthia Lopez
Senior Account Executive
Accreditation and Certification Operations

www.jointcommission.org

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



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,

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

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



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

TREATING OUR FAMILY AND YOURS

www.osteopathic.org | do-online.org

**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):

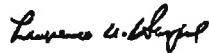
Swedish Covenant Hospital does not have Swing Beds and was not surveyed under those standards.

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,

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

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

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

139 Weston Oaks Ct., Cary, NC 27513 | T (855) 937-2242

ACCREDITATION COMMISSION *for* HEALTH CARE

hfap.org | CAHs APPROVED



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

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

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

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

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

Condition Level Deficiencies: ☒ None

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

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

Sincerely,

Deanna Scatena, 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 Award expires on the above date

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

Noel M. Adachi
NOEL M. ADACHI, MDA
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

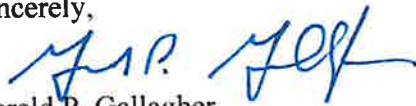
Dear Chair Savage:

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:

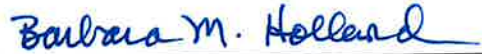
1. NorthShore University HealthSystem has not had any adverse action (as that term is defined in 77 Ill. Admin. Code §1130.140 against any Illinois health care facility owned and operated by it during the three-year period immediately prior to the filings of Certificate of Exemption ("COE") applications 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



Notary Public



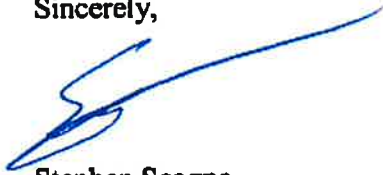
Debra Savage
 Chair
 Illinois Health Facilities and Services Review Board
 525 West Jefferson Street, 2nd Floor
 Springfield, Illinois 62761

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

Sincerely,



Stephen Scogna
Manager
Northwest Community Day Surgery Center II, 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**

NCDSC is the operator/licensee of the hospital.

NS-EE Holdings will be the sole member of NorthShore University HealthSystem (the ultimate parent entity of NCDSC)

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

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

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

Northwest Community Day Surgery Center II, 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 NCDSC, along with the post-transaction ownership structure are attached at Attachment - 4.

5. 1130.520(b)(1)(F) – Fair Market Value of Northwest Community Day Surgery Center II

\$6,799,000

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

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

7. 1130.520(b)(2) – Affirmations

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

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

Not applicable

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

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

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

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

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

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

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

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

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

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

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

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

Section IV – Charity Care Information

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

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

NORTHWEST COMMUNITY DAY SURGERY CENTER II CHARITY CARE			
	2017	2018	2019
Net Patient Revenue	\$14,603,651	\$13,883,900	\$14,365,963
Amount of Charity Care (charges)	\$123,237	\$291,650	\$100,530
Cost of Charity Care		\$69,952	\$29,366

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 – 32	
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	33 – 34	
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	35 – 37	
5	Background of the Applicant	38 – 70	
6	Change of Ownership	71 – 73	
7	Charity Care Information	74	