

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: Plainfield Surgery Center		
Street Address: 24600 West 127 <sup>th</sup> Street		
City and Zip Code: Plainfield 60585		
County: Will	Health Service Area: 009	Health Planning Area: 197

## Legislators

State Senator Name: Meg Loughran Cappel
State Representative Name: Mark Batinick

## 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 60201
Name of Registered Agent: Chris J. Mollet
Registered Agent Street Address: 4201 Winfield Drive
Registered Agent City and Zip Code: Warrenville 60555
Name of President: Gerald P. Gallagher
President Street Address: 1301 Central Street
President City and Zip Code: Evanston 60201
President Telephone Number: 847-520-2000

## 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	
<ul style="list-style-type: none"> <li>○ Corporations and limited liability companies must provide an <b>Illinois certificate of good standing</b>.</li> <li>○ 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.</li> </ul>	
<b>APPEND DOCUMENTATION AS ATTACHMENT 1, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>	

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

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

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## Legislators

State Senator Name: Meg Loughran Cappel
State Representative Name: Mark Batinick

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

Exact Legal Name: Edward-Elmhurst Healthcare
Street Address: 801 South Washington Street
City and Zip Code: Naperville 60540
Name of Registered Agent: Chris J. Mollet
Registered Agent Street Address: 4201 Winfield Drive
Registered Agent City and Zip Code: Warrenville, Illinois 60555
Name of President: Mary Lou Mastro
President Street Address: 801 South Washington Street
President City and Zip Code: Naperville 60540
President Telephone Number: 630-527-3019

## Type of Ownership of Applicants

<input checked="" type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
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**Legislators**

State Senator Name: Meg Loughran Cappel
State Representative Name: Mark Batinick

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

Exact Legal Name: IBJI ASC Ventures, LLC
Street Address: 900 Rand Road, Suite 300
City and Zip Code: Des Plaines 60016
Name of Registered Agent: Charmia Zigmond
Registered Agent Street Address: 900 Rand Road, Suite 300
Registered Agent City and Zip Code: Des Plaines 60016
Name of CEO: Andre Blom
CEO Street Address: 900 Rand Road, Suite 300
CEO City and Zip Code: Des Plaines 60016
CEO Telephone Number: 847-998-5680

**Type of Ownership of Applicants**

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
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**Primary Contact** [Person to receive ALL correspondence or inquiries]

Name: Charmia Zigmond
Title: General Counsel
Company Name: Illinois Bone and Joint Institute, LLC
Address: 900 Rand Road, Suite 300, Des Plaines, IL 60016
Telephone Number: 847-324-3090
E-mail Address: czigmond@ibji.com
Fax Number: 847-929-1192

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Name of Registered Agent: Charmia Zigmond
Registered Agent Street Address: 900 Rand Road, Suite 300
Registered Agent City and Zip Code: Des Plaines, Illinois 60016
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## Legislators

State Senator Name: Meg Loughran Cappel
State Representative Name: Mark Batinick

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

Exact Legal Name: DuPage Medical Group, LTD.
Street Address: 1100 West 31 <sup>st</sup> Street, Suite 300
City and Zip Code: Downers Grove, 60515
Name of Registered Agent: Illinois Corporation Service Company
Registered Agent Street Address: 801 Adlai Stevenson Company
Registered Agent City and Zip Code: Springfield, IL 627003
Name of President: John Porcelli, M.D.
CEO Street Address: 3010 Highland Parkway, Suite 800
CEO City and Zip Code: Downers Grove, 60515
CEO Telephone Number: 630-469-9200

## Type of Ownership of Applicants

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
<input checked="" type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental
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## Primary Contact [Person to receive ALL correspondence or inquiries]

Name: Alex Andrade
Title: Vice-President Operations
Company Name: DuPage Medical Group, LTD.
Address: 3010 Highland Parkway, Suite 800
Telephone Number: 630-469-9200
E-mail Address: alex.andrade@dulyhealthandcare.com
Fax Number: N/A

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State Senator Name: Meg Loughran Cappel
State Representative Name: Mark Batinick

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

Exact Legal Name: Plainfield Surgery Center, LLC
Street Address: 24600 West 127 <sup>th</sup> Street
City and Zip Code: Plainfield, 60585
Name of Registered Agent: Illinois Corporation Services Company
Registered Agent Street Address: 801 Adlai Stevenson Drive
Registered Agent City and Zip Code: Springfield, 62703
Name of President: Giridhar Burra, M.D. (Manager)
President Street Address: 24600 West 127 <sup>th</sup> Street
President City and Zip Code: Plainfield, 60585
President Telephone Number: 815-436-0911

## Type of Ownership of Applicants

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
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## Primary Contact [Person to receive ALL correspondence or inquiries]

Name: Mark J. Silberman and Juan Morado Jr.
Title: CON Counsel
Company Name: Benesch Friedlander Coplan & Aronoff LLP
Address: 71 South Wacker Drive Suite 1600
Telephone Number: 312-212-4967
E-mail Address: MSilberman@Beneschlaw.com and JMorado@Beneschlaw.com
Fax Number: 312-767-9192

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## Legislators

State Senator Name: Meg Loughran Cappel
State Representative Name: Mark Batinick

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

Exact Legal Name: Neena Will, M.D.
Street Address: 24600 West 127 <sup>th</sup> Street
City and Zip Code: Plainfield, 60585
Name of Registered Agent: N/A
Registered Agent Street Address: N/A
Registered Agent City and Zip Code: N/A
Name of President: N/A
President Street Address: N/A
President City and Zip Code: N/A
President Telephone Number: 815-436-0911

## Type of Ownership of Applicants

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
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Title: CON Counsel
Company Name: Benesch Friedlander Coplan & Aronoff LLP
Address: 71 South Wacker Drive Suite 1600
Telephone Number: 312-212-4967
E-mail Address: MSilberman@Beneschlaw.com and JMorado@Beneschlaw.com
Fax Number: 312-767-9192

**Additional Contact**

[Person who is also authorized to discuss the Application]

Name: Mark J. Silberman and Juan Morado Jr.
Title: CON Counsel
Company Name: Benesch Friedlander Coplan & Aronoff
Address: 71 South Wacker Drive Suite 1600
Telephone Number: 312-212-4967
E-mail Address: MSilberman@Beneschlaw.com and JMorado@Beneschlaw.com
Fax Number: 312-767-9192

**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 Health System
Address: 1801 Central Avenue, Evanston, Illinois 60201
Telephone Number: 847-470-2000
E-mail Address: sbautista@northshore.org
Fax Number: N/A

**Site Ownership after the Project is Complete**

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Edward Health Ventures through Plainfield Surgery Center Real Estate, LLC
Address of Site Owner: 24600 West 127 <sup>th</sup> Street, Plainfield, Illinois 60585
Street Address or Legal Description of the Site: <b>Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statements, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease, or a lease.</b>
<b>APPEND DOCUMENTATION AS ATTACHMENT 2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>

**Current Operating Identity/Licensee**

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

Exact Legal Name: Plainfield Surgery Center, LLC	
Address: 24600 West 127 <sup>th</sup> Street, Plainfield, Illinois 60585	
<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

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

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

Exact Legal Name: Plainfield Surgery Center, LLC	
Address: 24600 West 127 <sup>th</sup> Street, Plainfield, Illinois 60585	
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<ul style="list-style-type: none"> <li>○ Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.</li> <li>○ 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.</li> <li>○ <b>Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.</b></li> </ul>	
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.

This Certificate of Exemption ("COE") application addresses the change of ownership and change in control of the Plainfield Surgery Center, LLC ("ASTC") located at: 24600 West 127<sup>th</sup> Street, Plainfield, Illinois 60585. The ASTC is currently owned by NS-EE Holdings, the corporate parent of NorthShore University Health System and Edward-Elmhurst Health, DuPage Medical Group, LTD. and several individual physicians.

IBJI Plainfield ASC, LLC will be acquiring the ownership interest currently held by DuPage Medical Group LTD. and the interests of all of the individual physician owners, with the exception of Dr. Giridhar Burra, whose interest will be acquired by NS-EE Holdings through wholly owned subsidiaries. The ASTC will continue to operate without any change in its license. Control of the operations at the facility will shift from DuPage Medical Group, LTD. to Illinois Bone and Joint Institute, LLC.

The underlying property will continue to be owned by Edward Health Ventures and there will be no changes to the underlying lease between Plainfield Surgery Center Real Estate, LLC (PropCO) and Plainfield Surgery Center, LLC (Licensee) for the facility. The facility will not be changing the categories of service that it is currently approved for and will continue to offer patients procedures in following specialties: Orthopedics, General Surgery, OB/Gynecology, Otolaryngology, Plastic Surgery, and Urology.

**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** ☐ 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.

- Permit 20-008- Skokie Hospital is an affiliate of Plainfield Surgery Center, LLC and it has an open permit, approved on April 7, 2020, and has an expected project completion date of December 15, 2023.
- Permit 21-016 Glenbrook Hospital is an affiliate of Plainfield Surgery Center, LLC and it has an open permit, approved on September 14, 2021, and has an expected project completion date of December 31, 2024.
- Permit 22-018- Northwest Community Hospital Cancer Center is an affiliate of Plainfield Surgery Center, LLC and it has an open permit, approved on July 2, 2022, and has an expected project completion date of March 31, 2025.

**Anticipated exemption completion date** (refer to Part 1130.570): January 31, 2023

**State Agency Submittals**

Are the following submittals up to date as applicable:

- ☒ Cancer Registry
- ☒ APORS
- ☒ All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
- ☒ All reports regarding outstanding permits

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



**CERTIFICATION**

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

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

This Application is filed on the behalf of NS-EE Holdings, Inc. 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 and Chief Executive Officer

PRINTED TITLE

Notarization:

Subscribed and sworn to before me  
this 11<sup>th</sup> day of July 2022

  
Signature of Notary

Seal



\*Insert the EXACT legal name of the applicant

  
SIGNATURE

Shivani C. Bautista

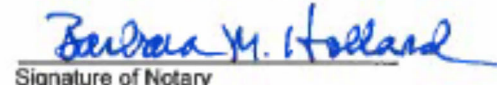
PRINTED NAME

Assistant Secretary and General Counsel

PRINTED TITLE

Notarization:

Subscribed and sworn to before me  
this 11<sup>th</sup> day of July 2022

  
Signature of Notary

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

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

Mary Lou Mastro

SIGNATURE

MARYLOU MASTRO

PRINTED NAME

CEO SOUTH REGION / EEH

PRINTED TITLE

Chris J. Mollet

SIGNATURE

Chris J. Mollet

PRINTED NAME

Corporate Secretary

PRINTED TITLE

Notarization:

Subscribed and sworn to before me  
this 11 day of July, 2022

Laura Hausman  
Signature of Notary

Seal



LAURA HAUSMAN  
OFFICIAL SEAL  
Notary Public, State of Illinois  
My Commission Expires  
November 24, 2025

\*Insert the EXACT legal name of the applicant

Notarization:

Subscribed and sworn to before me  
this 12th day of July 2022

Kristine Brown  
Signature of Notary

Seal



OFFICIAL SEAL  
KRISTINE BROWN  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 03/12/23

**ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD  
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 10/2018 Edition**

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- 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 Illinois Bone and Joint Institute, LLC, IBI ASC Ventures, LLC, and IBI Plainfield ASC, 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

Andre Blom

PRINTED NAME

Illinois Bone and Joint Institute, LLC- CEO  
IBI ASC Ventures, LLC- CEO  
IBI Plainfield ASC, LLC- Manager

PRINTED TITLE

Notarization:

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_

Signature of Notary

Seal

SIGNATURE

PRINTED NAME

PRINTED TITLE

Notarization:

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_

Signature of Notary

Seal

\*Insert the EXACT legal name of the applicant

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD  
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 10/2018 Edition

**CERTIFICATION**

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

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

This Application is filed on the behalf of DuPage Medical Group, LTD. 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

Paul Merrick, M.D.

PRINTED NAME

Chairman

PRINTED TITLE

SIGNATURE

PRINTED NAME

PRINTED TITLE

Notarization:

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

Notarization:

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_

Signature of Notary

Signature of Notary

Seal

MEGAN SCHUSTER  
Official Seal  
Notary Public - State of Illinois  
My Commission Expires May 13, 2023

Seal

\*Insert Notary Seal and legal name of the applicant

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD  
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 10/2018 Edition

**CERTIFICATION**

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

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

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

SIGNATURE

SIGNATURE

Abdul Sankari, M.D.

PRINTED NAME

PRINTED NAME

Board Member

PRINTED TITLE

PRINTED TITLE

Notarization:

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_

Notarization:

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

Signature of Notary

Signature of Notary

Seal

Seal

\*Insert the EXACT legal name of the applicant

MEGAN SCHUSTER  
Official Seal  
Notary Public - State of Illinois  
My Commission Expires May 13, 2023



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



SIGNATURE

Neena Will, M.D.

PRINTED NAME

NA

PRINTED TITLE

SIGNATURE

PRINTED NAME

PRINTED TITLE

Notarization:

Subscribed and sworn to before me  
this 10<sup>th</sup> day of July

Notarization:

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_


Signature of Notary

Seal



Signature of Notary

Seal

\*Insert the EXACT legal name of the applicant

**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

APPLICABLE REVIEW CRITERIA	CHOW
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)(8) - A statement that the applicant has prepared a written response addressing the review criteria contained in 77 Ill. Adm. Code 1110.240 and that the response is available for public review on the premises of the health care facility	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			
	2018	2019	2020
<b>Net Patient Revenue</b>	0	0	0
Amount of Charity Care (charges)	0	0	0
Cost of Charity Care	0	0	0

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

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

INDEX OF ATTACHMENTS				
ATTACHMENT NO.			PAGES	
	1	Applicant Identification including Certificate of Good Standing	25-31	
	2	Site Ownership	32-63	
	3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	64-65	
	4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	66-67	
	5	Background of the Applicant	68-73	
	6	Change of Ownership	74-96	
	7	Charity Care Information	97	

## **ATTACHMENT 1**

### **Certificate of Good Standing**

Included with this attachment are:

1. The Certificate of Good Standing for NS-EE Holdings
2. The Certificate of Good Standing for Edward Elmhurst Healthcare
3. The Certificate of Good Standing for Plainfield Surgery Center, LLC
4. The Certificate of Good Standing for Illinois Bone and Joint Institute, LLC
5. The Certificate of Good Standing for IBJI ASC Ventures, LLC
6. The Certificate of Good Standing for IBJI Plainfield ASC, LLC
7. The Certificate of Good Standing for DuPage Medical Group, LTD.

**ATTACHMENT 1**  
**Certificate of Good Standing- NS-EE Holdings***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.



Authentication #: 2217100422 verifiable until 06/20/2023  
Authenticate at: <http://www.ilsos.gov>

***In Testimony Whereof, I hereto set***  
***my hand and cause to be affixed the Great Seal of***  
***the State of Illinois, this 20TH***  
***day of JUNE A.D. 2022 .***

SECRETARY OF STATE

**ATTACHMENT 1**  
**Certificate of Good Standing**  
**Edward Elmhurst Healthcare***File Number* 5464-307-1***To all to whom these Presents Shall Come, Greeting:***

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

EDWARD-ELMHURST HEALTHCARE, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 27, 1987, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 2217100430 verifiable until 06/20/2023  
Authenticate at: <http://www.ilsos.gov>

***In Testimony Whereof, I hereto set  
my hand and cause to be affixed the Great Seal of  
the State of Illinois, this 20TH  
day of JUNE A.D. 2022 .***

*Jesse White*  
SECRETARY OF STATE



**ATTACHMENT 1**  
**Certificate of Good Standing**  
**Plainfield Surgery Center, LLC**

*File Number*                      0171868-1



***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***

**PLAINFIELD SURGERY CENTER, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS  
ON DECEMBER 27, 2005, 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.**



Authentication #: 2212601974 verifiable until 05/06/2023  
Authenticate at: <http://www.isos.gov>

***In Testimony Whereof, I hereto set  
my hand and cause to be affixed the Great Seal of  
the State of Illinois, this    6TH  
day of       MAY       A.D.    2022    .***

*Jesse White*

SECRETARY OF STATE



**ATTACHMENT 1**  
**Certificate of Good Standing**  
**Illinois Bone and Joint Institute, LLC**

*File Number*                      0168922-3



***To all to whom these Presents Shall Come, Greeting:***

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

**ILLINOIS BONE AND JOINT INSTITUTE, LLC, HAVING ORGANIZED IN THE STATE OF  
ILLINOIS ON NOVEMBER 29, 2005, 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.**



Authentication #: 2123200698 verifiable until 08/20/2022  
Authenticate at: <http://www.isos.gov>

***In Testimony Whereof, I hereto set  
my hand and cause to be affixed the Great Seal of  
the State of Illinois, this    20TH  
day of    AUGUST    A.D.    2021    .***

*Jesse White*

SECRETARY OF STATE

**ATTACHMENT 1**  
**Certificate of Good Standing**  
**IBJI ASC Ventures, LLC***File Number* 1000735-6***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*

IBJI ASC VENTURES, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON MAY 19, 2021, 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.



Authentication #: 2121401688 verifiable until 08/02/2022  
Authenticate at: <http://www.cyberdriveillinois.com>

***In Testimony Whereof, I hereto set  
my hand and cause to be affixed the Great Seal of  
the State of Illinois, this 2ND  
day of AUGUST A.D. 2021 .***

*Jesse White*

SECRETARY OF STATE

**ATTACHMENT 1**  
**Certificate of Good Standing**  
**IBJI Plainfield ASC, LLC***File Number* 1191727-5***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*

IBJI PLAINFIELD ASC, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JUNE  
28, 2022, 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.



Authentication #: 2218100986 verifiable until 06/30/2023  
Authenticate at: <http://www.isos.gov>

***In Testimony Whereof, I hereto set  
my hand and cause to be affixed the Great Seal of  
the State of Illinois, this 30TH  
day of JUNE A.D. 2022 .***

*Jesse White*

SECRETARY OF STATE

**ATTACHMENT 1**  
**Certificate of Good Standing**  
**DuPage Medical Group, LTD.**

*File Number* 4887-921-7



***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*

DU PAGE MEDICAL GROUP, LTD., A DOMESTIC CORPORATION, INCORPORATED  
UNDER THE LAWS OF THIS STATE ON JULY 22, 1968, APPEARS TO HAVE COMPLIED  
WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE,  
AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE  
STATE OF ILLINOIS.



Authentication #: 2129902734 verifiable until 10/26/2022  
Authenticate at: <http://www.isos.gov>

***In Testimony Whereof, I hereto set  
my hand and cause to be affixed the Great Seal of  
the State of Illinois, this 26TH  
day of OCTOBER A.D. 2021 .***

*Jesse White*

SECRETARY OF STATE

## **ATTACHMENT 2**

### **Site Ownership**

The land where the facility is located is owned by Edward Health Ventures, an Illinois corporation and a wholly owned subsidiary of NS-EE Holdings, Inc. Plainfield Surgery Center Real Estate, LLC maintains a ground lease with Edward Health Ventures who in turn leases the facility to Plainfield Surgery Center, LLC. Included as evidence of site ownership is copy of the building lease between Plainfield Surgery Center Real Estate, LLC and Plainfield Surgery Center, LLC.

**ATTACHMENT 2**  
**Site Ownership**

**AMBULATORY SURGICAL TREATMENT CENTER LEASE**

**Dated as of April 1, 2008**

**by and**

**between**

**Plainfield Surgery Center Real Estate LLC**  
**An Illinois limited liability company**

**as LANDLORD**

**and**

**Plainfield Surgery Center, LLC**  
**An Illinois limited liability company**

**AS TENANT**



## ATTACHMENT 2

### Site Ownership

#### AMBULATORY SURGICAL TREATMENT CENTER LEASE

THIS AMBULATORY SURGICAL TREATMENT CENTER LEASE (this "**Lease**"), dated as of April 1, 2008, (the "Effective Date") between Plainfield Surgery Center, LLC ("**Tenant**"), an Illinois limited liability company and Plainfield Surgery Center Real Estate LLC ("**Landlord**"), an Illinois limited liability company.

#### 1. LEASE OF PREMISES.

##### 1.1. Lease of Premises.

(a) Landlord leases to Tenant, and Tenant leases from Landlord, upon and subject to the covenants, agreements, terms, provisions and conditions of this Lease, for the term and at the rent hereinafter stated, the Ambulatory Surgical Treatment Center ("**ASTC**") building that has been constructed in Plainfield, IL (the "**Building**"), as more fully described in Exhibit A attached hereto and incorporated herein by reference, and the land upon which such Building is situated (the "**Site**"), legally described on the ALTA Survey attached hereto as Exhibit B and incorporated herein by reference, together with all recorded easements, covenants, conditions and restrictions affecting the Site. The Building and Site shall be collectively referred to as the "**Premises**".

(b) The Premises are known as Building "C" located at 24600 W. 127<sup>th</sup> St., Plainfield, Illinois 60585 on a sixty (60) acre (more or less) parcel of real estate (the "**Plainfield Campus**" or "**Campus**"), owned in fee simple title by Edward Health Ventures ("**EHV**"), an Illinois not for profit corporation, and incorporated into the Village of Plainfield pursuant to a certain Annexation Agreement for Edward Plainfield Hospital dated as of November 1, 2004 recorded in the Office of the Will County Recorder of Deeds on January 29, 2007 as document no. R2007016771-1 (the "**Annexation Agreement**"). The Premises are ground leased to Landlord by EHV.

##### 1.2. Area of Building

The parties agree that the Building contains 13,850 rentable square feet of space ("**Rental Square Feet of Space**") which space is the gross square footage of the Building. At any time during the first six (6) months of the Term, Tenant may engage an independent certified architect or surveyor to measure the actual floor area of the Premises. Tenant's architect or surveyor shall determine the Rental Square Feet of Space by measuring from the outside of the exterior walls without deductions for column and projections necessary to the Building.

##### 1.3. Building and Site Plans.

The Building and Site are more particularly shown and outlined on the plans and specifications included as Exhibit A1 to Exhibit A and on Exhibit B.

## ATTACHMENT 2

### Site Ownership

#### 1.4. Conditions Precedent.

Intentionally Deleted.

#### 1.5. Brokers.

Landlord and Tenant represent to each other that neither was shown the Building or Site by any real estate broker or agent and that neither otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease. Tenant shall indemnify and hold Landlord harmless from and against any liabilities or claims for commissions and fees arising out of the breach or inaccuracy of the foregoing representations and Landlord shall indemnify and hold Tenant harmless from and against any liabilities or claims for commissions and fees arising out of the breach or inaccuracy by Landlord or the foregoing representations.

### 2. TERM.

The term of this Lease (the "**Term**") shall commence on the date set forth as the "Commencement Date" in the Acceptance Agreement attached hereto as Exhibit C and incorporated herein by reference (the "**Commencement Date**") and shall terminate at 11:59 p.m. on the last day of the month containing the fifteenth (15<sup>th</sup>) anniversary of the Commencement Date or on such earlier date on which the term may expire or be terminated pursuant to the provisions of this Lease, mutual written agreement of the parties, or pursuant to law (the "**Expiration Date**").

### 3. ACCEPTANCE OF PREMISES

Upon delivery of possession of the Premises by Landlord, Landlord and Tenant shall execute and deliver an agreement confirming the Commencement Date and Expiration Date and Tenant's acceptance of the Premises, which agreement shall be in the form of the Acceptance Agreement attached hereto as Exhibit C and incorporated herein by reference.

### 4. ANNUAL RENTAL.

#### 4.1 Annual Base Rental.

During the term of this Lease as set forth in Section 2 and beginning on the Commencement Date, Tenant shall pay to Landlord without demand, deduction or set-off except as specifically set forth herein, at the Landlord's office within the Building or elsewhere as directed from time to time by Landlord's notice to Tenant, an annual base rental (the "**Base Rental**"), as set forth in the Acceptance Agreement attached hereto as Exhibit C and incorporated herein by reference, which shall be inclusive of all costs and expenses arising out of or in connection with the use and occupancy of the Premises during the Term of this Lease with the exception of the Additional Rent set forth in Section 5, below. The Base Rental and Additional Rental shall be collectively referred to as the "Rental".



## ATTACHMENT 2

### Site Ownership

#### 4.2 Payment of Rent.

The Base Rental shall be payable in equal monthly installments, in advance, on the first day of each month of the term of this Lease. A prorated monthly installment shall be paid if the Term commences on a date other than the first day of a month or if the Expiration Date is other than the last day of a month. Tenant's covenant to pay Rent shall be independent of every other covenant in this Lease.

#### 5. ADDITIONAL RENTAL.

Tenant shall pay to Landlord certain additional rent (the "**Additional Rental**") as set forth on Exhibit C.

#### 6. COMMON AREAS.

6.1 **Description of Protected Area.** The Premises is located within an area of the Campus that is improved with (i) a medical office building ("**MOB**") having approximately 57,460 square feet of building area (also referred to herein as the "**MOB building area**"), consisting of a building footprint plus an envelope, which are collectively referred to as the "**MOB Premises**," and (ii) two parking lots consisting of 359 parking spaces and other related improvements. The MOB Premises are subject to a ground lease between Landlord and BD Plainfield Development, LLC, the owner and operator of the MOB. The Premises, the MOB Premises and the two parking lots and other related improvements are located within an area of the Campus that, for purposes of this Lease, will be referred to as the "**Protected Area**". The Protected Area is depicted on Exhibit D-1 attached hereto and is legally described on Exhibit D-2 attached hereto.

6.2 **Tenant Non-Exclusive Use of Campus Common Areas.** Tenant and its Space Tenants and their subtenants and any other individuals or entities legally occupying the ASTC Building from time to time, together with their employees, agents, contractors, and invitees (collectively, the "**Occupants**"), shall have the non-exclusive right, in common with Landlord and others to whom Landlord may grant such rights, in its sole and absolute discretion, to use and enjoy those portions of the Campus and the improvements thereon as Landlord may designate as such from time to time as being for the common use and enjoyment of Landlord, the Occupants and other tenants on the Campus, and their employees, agents and invitees (collectively, the "**Campus Common Areas**"). The Campus Common Areas shall include, but not be limited to: access roads; driveways; exterior boundary walls and fences; water, sanitary storm sewer, gas, electric, telephone and other utility lines, systems, conduits and facilities to the perimeter walls of any building (even though intended for the use of only one or a limited number of occupants), sky bridges, building connectors, and any of the foregoing which serve the Campus; plantings; landscaped areas; truck serviceways or tunnels; ramps; sidewalks; any pylon or monument signage and other directory equipment; community centers; bus stations; and the facilities appurtenant to each and all of the foregoing. The Campus Common Areas shall be deemed to exclude the common areas within the Protected Area, as set forth in Section 6.3.

6.3 **Tenant Shared Exclusive Use of Protected Common Areas.** Notwithstanding

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Section 6.2, Tenant and its Occupants, along with the MOB and its Occupants, shall have the exclusive use of the common areas within the Protected Area (collectively, the “**Protected Common Areas**”).

**6.4 Landlord Control and Maintenance of Campus Common Areas and Protected Common Areas.** The Campus Common Areas and the Protected Common Areas shall be collectively referred to as the “**Common Areas**”, and the Common Areas shall be deemed to exclude the Premises, the MOB Premises and all other Campus premises may be ground leased by EHV to the owners of such premises.

(a) It is agreed that all Common Areas shall be subject to the exclusive control and management of Landlord, and Landlord shall have the right at any time, once or more often, to change the size, area, level, location and arrangement of Common Areas (including, but not limited to, parking areas) and to construct buildings and other improvements (including, without limitation, deck parking facilities) thereon so long as such improvements do not unreasonably and materially disrupt the day to day business of Tenant within the Protected Area. Landlord shall have the right to close all or any portion of said Common Areas in order to (i) make repairs, changes and additions thereto, (ii) prevent a dedication thereof or the accrual of any prescriptive rights to any person or the public therein, and (iii) discourage non-customer parking; and Landlord shall have the right to do and perform such other acts in and to the Common Areas as Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by the Occupants so long as such improvements do not unreasonably and materially disrupt the day to day business of Tenant within the Protected Area; provided, however, the provisions set forth shall not be construed to authorize Landlord to make any alterations or changes in or to the Premises, to reduce the number of parking spaces within the Protected Area existing as of the Effective Date, or to otherwise materially alter the Protected Area.

(b) Landlord will maintain the Common Areas consistent with a Class A Healthcare Campus and in good order and repair, reasonably free of accumulations snow, ice and debris and adequately lighted. For purposes of this Lease, Class A Healthcare Campus means a office/technology/healthcare campus property that is designed, built, maintained, operated and managed at a high level of quality and in a meticulous manner consistent with the other healthcare campus in the suburban metropolitan Chicago, Illinois area owned and operated by Landlord’s competitors.

(c) Landlord shall have the exclusive right to adopt reasonable rules regarding the use of the Common Areas (including, without limitation, the right to reserve parking for specified persons or entities, provided, however, that parking in compliance with Applicable Laws shall continuously be maintained on the Campus), which rules shall be binding upon Tenant upon written notification thereof by Landlord; provided, however, that (i) in the case of a conflict between the terms of this Lease and any such rules, the terms of this Lease will prevail and (ii) such rules will be uniformly applied to other similarly situated Campus occupants. For purposes of this Lease, “**Applicable Laws**” means all present and future laws, statutes, requirements, ordinances, orders, judgments, regulations, administrative and/or judicial determinations, even if unforeseen or extraordinary, of every governmental or quasi-governmental authority, court or agency claiming jurisdiction over the ASTC Building, the Premises, the Campus, either party or this Lease, whether now or hereafter enacted or in effect (including, without limitation,

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Environmental Laws and/or legal requirements pertaining to accessibility to disabled individuals) and all easements, covenants, restrictions and conditions now of record applicable to Tenant or to all or any portion of the Premises. Tenant's use of the Common Areas shall also be in conformity with all Applicable Laws that are applicable to such use.

#### 7. PARKING.

##### 7.1 Tenant's Parking.

Tenant, its employees, contractors, agents and invitees shall have shared access to 359 parking spaces within the area depicted and legally described as the "Protected Area" on Exhibit D-3 attached hereto and incorporated herein by reference, as follows. Under no circumstances will the ratio of (x) the number of parking spaces within the Protected Area to (y) the combined ASTC and MOB building area within the Protected Area be less than 5 parking spaces to 1,000 square feet of building area ("**5/1 Ratio**"). Neither Tenant nor the MOB owner and operator nor their occupants will be entitled to the reservation of any specific parking spaces within the Protected Common Areas.

##### 7.2 Risk.

All motor vehicles (including all contents thereof) shall be parked in the Spaces at the sole risk of Tenant, its employees, agents, invitees and licensees, it being expressly agreed and understood that Landlord has no duty to insure any of said motor vehicles (including the contents thereof), and that Landlord is not responsible for the protection and security of such vehicles. Landlord shall have no liability whatsoever for any property damage and/or personal injury which might occur as a result of or in connection with the parking and use of said motor vehicles in or around any of the Spaces except to the extent that such damage or personal injury arises out of or in connection with the negligence or intentional misconduct of Landlord, its employees, agents or contractors, and each party hereby agrees to indemnify and hold the other party harmless from and against any and all costs, claims, expenses, and/or causes of action which the indemnified party may incur in connection with or arising out of the indemnifying party's misuse of the Spaces pursuant to this Lease. Landlord reserves the right from time to time to adopt reasonable rules and regulations restricting after-hours parking.

#### 8. TENANT'S USE AND ACCEPTANCE.

##### 8.1 Use of Premises.

(a) Tenant shall use the Premises only for the ownership and operation of an Ambulatory Surgical Treatment Center ("**ASTC**") or for such other purpose approved by Landlord, which approval shall not be unreasonably withheld and in conformity with all Applicable Laws as defined in Section 17.

(b) Tenant shall have access to the Premises 24 hours per day, 7 days per week (subject to any limitation of access resulting from action or requirement of governmental authority).

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#### 8.2 Termination if Use Becomes Unlawful, Impossible, or Impractical.

If it is or it becomes unlawful for Tenant to maintain the use or occupancy of the Premises as permitted hereunder or such use or occupancy is declared unlawful, through no fault, act or failure to act of the Tenant, then Tenant shall have the right to terminate this Lease by giving Landlord ninety (90) days written notice of such termination. In such event, Base Rental, Additional Rental, and all other expenses directly related to this Lease will be prorated as of the date of termination. In the event Tenant desires this Lease to continue, such continuance shall be subject to Landlord's approval, which approval shall not be unreasonably withheld or delayed.

#### 9. LANDLORD'S ACCESS.

Landlord, and Landlord's employees, agents and contractors, shall have the right to enter and pass through the Premises or any part or parts thereof (a) during business hours, after reasonable notice to Tenant, to inspect or examine the Premises and for making such repairs or changes in or to the Premises as may be provided for or permitted by this Lease or as may be mutually agreed upon by the parties or as may be required in order for Landlord to conform to any Applicable Laws; and (b) at any time in emergencies. Landlord shall use commercially reasonable efforts to minimize interference to Tenant's business and will abide by any patient confidentiality laws, rules, regulations or policies applicable to the conduct of Tenant's business during such entry.

#### 10. REPAIRS AND MAINTENANCE.

Tenant shall keep and maintain in good repair and working order and make all repairs to and perform necessary maintenance upon the Premises, and all parts and appurtenances thereof, which are required in the normal maintenance and operation of the Premises. At Tenant's sole cost and expense, the Premises and the fixtures and appurtenances in the Premises will be maintained by Tenant as and when needed to preserve them in good working order and condition. All damage or injury to the Premises and to its fixtures, appurtenances, and equipment that is caused by Tenant, its agents, employees, or invitees, will be repaired, restored, or replaced by Tenant at Tenant's sole cost and expense to the extent such cost is not reimbursed by insurance. Tenant at its sole cost and expense shall maintain the exterior and interior walls, roof, structural components and the entire interior of the Building and all portions of the Building systems (HVAC, electrical, plumbing and the like). If Tenant fails to maintain the Premises or to make those repairs, restorations, or replacements and fails to cure such failure after Landlord gives Tenant written notice thereof in accordance with Section 17.1(ii) hereof, Landlord, at the expense of Tenant, may make them, and the documented expense (including 10% for Landlord's overhead) will be collectible as Additional Rental and will be paid by Tenant within fifteen (15) days after delivery of a statement for the expense. Notwithstanding the foregoing, if the repair or maintenance required to be made in accordance with this Section 10 (A) was not caused by Tenant's misuse or neglect, (B) is not reimbursed by insurance proceeds and (C) constitutes a capital expenditure (pursuant to U.S. generally accepted accounting principles), the capital expenditure will be amortized over their useful life, with interest at the rate of eight percent annually, and Tenant will be responsible for the amortized portion occurring within the Term (as

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may be extended) and Landlord will be responsible for the amortized portion occurring outside of the Term.

#### **11. ALTERATIONS TO TENANT'S PROPERTY.**

##### **11.1 Alterations by Tenant.**

Tenant shall not, without Landlord's prior written consent, make any alterations, additions or improvements in or on the Premises, and shall not make any alterations, additions or improvements to the exterior of the Building or to the Site without the prior written consent of Landlord and EHV. Notwithstanding the foregoing, Tenant shall have the right, without Landlord's consent, to make alterations, additions or improvements in and to the Premises provided such alterations additions or improvements do not adversely affect the roof or structural components or affect the electrical, plumbing, HVAC or other mechanical systems of the Building, and do not involve a cost in excess of \$100,000 in the aggregate during any twelve (12) month period. All alterations, additions or improvements to the Premises made by Tenant shall become the property of Landlord at the expiration of the term of this Lease; but Landlord reserves the right upon expiration or earlier termination of the Lease Term, to require Tenant to remove any alteration, improvement or addition made to the Premises by Tenant and to repair and restore the Premises to their condition prior to any such alteration, addition or improvement, normal wear and tear excepted, provided that Landlord advises Tenant at such time as it consents to such alteration, addition or improvements that Tenant shall be required to remove same upon the expiration of the Lease Term.

##### **11.2 Tenant's Property.**

Tenant, at its expense and at any time and from time to time, subject to the hours of operation and procedures established by Landlord for the Premises, may install in and remove from the Premises its trade fixtures, equipment, partitions, removable walls and wall systems, furniture and furnishings, provided such installation or removal is accomplished without damage to the Premises or Tenant promptly repairs any such damage. On or prior to the Expiration Date, Tenant shall remove all of Tenant's property from the Premises and repair any damage to the Premises caused by such removal. All property of Tenant remaining in or on the Premises after the expiration of the term of this Lease shall be deemed conclusively to have been abandoned and may be removed by Landlord and Tenant shall reimburse Landlord for the cost of removing same.

#### **12. DESTRUCTION OR DAMAGE TO PREMISES.**

##### **12.1 Substantial Damage.**

If the Premises are totally destroyed, or so substantially damaged as to be untenable, by fire or other casualty as determined by the insurance carrier insuring the Premises against special perils, then Landlord shall have sixty (60) days in which to commence to reconstruct, restore and repair the Premises to a condition substantially equivalent to that existing prior to such casualty; provided, however, if a registered architect selected by Landlord licensed to do

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business in the State of Illinois certifies that the reconstruction, restoration and repair cannot be completed by the date one hundred eighty (180) days after the date of such fire or casualty, then either party may elect to terminate this Lease by giving the other party written notice of such election prior to the date thirty (30) days after the date of such fire or other casualty, and the date of such notice shall be the Expiration Date. Landlord's obligation to reconstruct, restore or repair under this Section 12.1 or Section 12.2 shall be limited to the extent of available insurance proceeds.

#### **12.2. Non-Substantial Damage.**

If the Premises are damaged, but not so substantially as to cause this Lease to be terminated, then Landlord shall promptly proceed to reconstruct, restore and repair the damaged portions of the Premises to a condition substantially equivalent to that existing prior to such fire or other casualty.

#### **12.3. Rent Abatement.**

Commencing with the date of a fire or other casualty, unless such fire or other casualty was caused by the gross negligence or intentional misconduct of Tenant, Tenant's employees, contractors, agents, invitees or guests and as a result rent loss proceeds are not payable to Landlord, the Base Rental and Additional Rental provided for herein shall abate pro rata to the extent that, and for so long as, any portion of the Premises are not reasonably usable by Tenant in the ordinary conduct of its business.

#### **12.4. Indemnification.**

Subject to the provisions hereof regarding waiver of subrogation and except for the negligence or intentional acts of Landlord, Tenant agrees to indemnify, defend and save Landlord and EHV harmless from any and all claims with respect to personal or bodily injury or death or property damage arising from the use or occupancy of the Premises or any breach or default on the part of Tenant in the performance of any covenant or agreement on its part to be performed pursuant to the terms of this Lease or arising from Tenant's negligence or intentional misconduct or the negligence or intentional misconduct of any of Tenant's agents or employees, including all costs, reasonable counsel fees, expenses and liabilities incurred in connection with any such claim; and if any action or proceeding is brought against Landlord or EHV by reason of any such claim, Tenant, upon notice from Landlord or EHV, covenants to resist or defend such action or proceeding at its expense.

Subject to the provisions hereof regarding waiver of subrogation and except for the negligence or intentional acts of Tenant, Landlord agrees to indemnify, defend and save Tenant harmless from any and all claims with respect to personal or bodily injury or death or property damage arising from any breach or default on the part of Landlord in the performance of any covenant or agreement on its part to be performed pursuant to the terms of this Lease or arising from Landlord's negligence or intentional misconduct or the negligence or intentional misconduct of any of Landlord's agents or employees, including all costs, reasonable counsel fees, expenses and liabilities incurred in connection with any such claim; and if any action or



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proceeding is brought against Tenant by reason of any such claim, then upon notice from Tenant Landlord covenants to resist or defend such action or proceeding at its expense.

Subject to the provisions hereof regarding waiver of subrogation and except for the negligence or intentional acts of Tenant, EHV agrees to indemnify, defend and save Tenant harmless from any and all claims with respect to personal or bodily injury or death or property damage arising from any breach or default on the part of EHV in the performance of any covenant or agreement on its part to be performed pursuant to the terms of this Lease or arising from EHV's negligence or intentional misconduct or the negligence or intentional misconduct of any of EHV's agents or employees, including all costs, reasonable counsel fees, expenses and liabilities incurred in connection with any such claim; and if any action or proceeding is brought against Tenant by reason of any such claim, then upon notice from Tenant, EHV covenants to resist or defend such action or proceeding at its expense.

When a claim is caused by the joint negligence or intentional misconduct of the indemnifying party and the indemnified party, or by the indemnifying party and a third party unrelated to the indemnifying party (except for the indemnifying party's agents, employees or invitees) the indemnifying party's duty to indemnify, defend and hold harmless the indemnified party shall be in proportion to the indemnifying party's allocable share of the joint negligence or willful misconduct.

**13. INSURANCE.****13.1. Landlord's Insurance.**

Landlord shall maintain during the Term the following types of insurance:

(i) Commercial general liability insurance against bodily injury and property damage occurring in, upon or about the Premises, with minimum of Five Million and No/00 Dollars (\$5,000,000.00) per occurrence and Five Million and No/100 Dollars (\$5,000,000.00) general aggregate coverage. Such coverage may be by combination of primary commercial general liability and excess (or umbrella) liability policies;

(ii) Special perils form, formerly known as "all risk" including but not limited to fire, extended coverage, vandalism and malicious mischief, boiler and machinery and sprinkler damage insurance coverage on the Premises (including the tenant improvements) for its full insurable value on a replacement cost basis;

(iii) Loss of rental income for not less than (12) months; and

Landlord shall be permitted to change or increase coverage limits, deductibles and risks covered with such endorsements, additional policies, riders and the like as Landlord in its reasonable discretion determines or as is common among landlords of similar Buildings, or as may be required of Landlord by lenders or other covenants, restrictions and agreements applicable to Landlord, including but not limited to the Declaration (as defined below). The



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commercial general liability insurance maintained by Landlord under (i) above shall name Tenant as an additional insured on a primary, non-contributing basis as its interest may appear.

All policies as provided for above shall be written by insurers having a policyholder rating of at least "A" and be assigned a financial size category of at least "Class VIII" as rated in the most recent edition of "Bests Key Rating Guide" for insurance companies, and authorized to engage in the business of insurance in Illinois, or Landlord shall have the right to satisfy the requirements for commercial general liability insurance pursuant to this Section 13.1 either through self-insurance or through a commercial general liability insurance policy issued by EHSC Cayman Segregated Portfolio Company or any other insurance company controlled by or affiliated with EHV or an EHV affiliate.

#### 13.2 Tenant's Insurance.

Tenant shall maintain during the Term, at its sole cost and expense, the following insurance:

(i) Comprehensive General Liability Insurance providing coverage for bodily injury (including death), property damage, automobile liability and products liability insurance (where such exposure exists). Such insurance shall have a combined single limit of not less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate for all occurrences within each policy year, or such greater amounts as Landlord may from time to time reasonably require, and may be by combination of primary commercial general liability and excess (or umbrella) liability policies;

(ii) Fire and extended coverage insurance covering the full replacement cost of all additions, improvements and alterations owned or made by Tenant, if any, to the Building and Tenant's personal property, furniture, fixtures, equipment, improvements, lighting, ceilings, heating, ventilation and air conditioning equipment, interior plumbing and plate glass in the Building, against loss or damage by fire, windstorms, hail, earthquakes, explosion, riot, flood, damage from aircraft and vehicles, smoke damage, vandalism and malicious mischief and such other risks as are from time to time covered under "extended coverage" endorsements and special extended coverage endorsements commonly known as "all risks" endorsements, in an amount equal to the greater of the full replacement value or the amount required by the holder of any mortgage on the Building or the lessor under any ground or underlying lease from time to time and containing a waiver of subrogation reasonably satisfactory to Landlord;

(iii) State Workman's Compensation Insurance in the statutorily mandated limits, and Employers Liability Insurance with limits of not less than \$1,000,000.00 or such greater amount as Landlord may from time to time require; and

(iv) Such other insurance as Landlord may reasonably require from time to time.

It is expressly understood and agreed that the foregoing minimum limits of insurance

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coverage shall not limit the liability of Tenant for its acts or omissions as provided in this Agreement. All of the foregoing insurance policies (with the exception of Workman's Compensation Insurance to the extent not available under statutory law) shall name Landlord, the holder of any mortgage on the Building, EHV, and any managing agent for the Building and such other parties as Landlord shall from time to time designate as an additional insured on a primary, non-contributing basis as their respective interests may appear, and shall provide that any loss shall be payable to Landlord and any other additional insured parties as their respective interests may appear. All insurance required hereunder shall be placed with companies reasonably acceptable to Landlord having a policyholder rating of at least "A" and be assigned a financial size category of at least "Class VIII" as rated in the most recent edition of "Bests Key Rating Guide" for insurance companies and which are licensed to do business in the State of Illinois. All such policies shall be written as primary policies with deductibles reasonably acceptable to Landlord. Any other policies, including Landlord's coverage, will serve as excess coverage. Tenant shall deliver duplicate original copies (or certificates of insurance reasonably acceptable to Landlord) of all such policies and all endorsements thereto, prior to the commencement date, or, in the case of renewals thereto, fifteen (15) days prior to the expiration of the prior insurance policy, together with evidence that such policies are fully paid for, and that no cancellation, material change or non-renewal thereof shall be effective except upon thirty (30) days' prior written notice from the insurer to Landlord. If Tenant shall fail at any time to procure and/or maintain the insurance required herein, Landlord may, at its option, procure such insurance on Tenant's behalf and the cost thereof shall be payable upon demand, as Rent. Payment by Landlord of any insurance premium or the carrying by Landlord of any such insurance policy shall not be deemed to waive or release the default of Tenant with respect thereto.

**13.3 Waiver of Subrogation.**

The parties hereto hereby waive any and all rights of recovery, claim, action or cause of action against each other, their respective agents, officers and employees, for any loss or damage that may occur to the Premises and to all property, whether real, personal or mixed, located in the Premises, by reason of fire, the elements or any other cause normally insured against under the terms of standard all-risk fire and extended coverage insurance policies of the type prescribed from time to time for use in respect of the Premises, regardless of cause or origin, including negligence or the parties hereto, their respective agents and employees. Each applicable property insurance policy obtained by Landlord and Tenant shall show that all subrogation rights are waived as to Landlord and Tenant, as applicable.

**14. CONDEMNATION.**

If all of the Premises, or such part of the Premises as would render the balance thereof untenable or unusable for the purposes set forth in this Lease as determined by Tenant in the reasonable exercise of its discretion and by written notice to Landlord, are taken by an entity exercising the power of eminent domain pursuant to any law, general or special, then this Lease shall terminate effective as of the date of such taking and such date shall be the Expiration Date. Provided, however, that if Landlord disagrees with Tenant's determination that the Premises are no longer tenable or usable for the purposes set forth herein, Landlord shall have the right to

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require such determination to be resolved by arbitration pursuant to Section 30 hereof. Landlord shall be required to initiate such arbitration within 30 days of Tenant's determination. Landlord shall be entitled to receive the entire award in any proceeding with respect to any taking without deduction for any estate vested in Tenant by this Lease and Tenant shall receive no part of such award. Tenant hereby irrevocably assigns to Landlord any and all of its right, title and interest in and to any such award, except for Tenant's right to seek loss of business relocation expenses and cost of leasehold improvements installed by Tenant.

#### 15. HAZARDOUS MATERIALS.

(a) "Hazardous Materials" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, petroleum, PCBs, asbestos, materials known to cause cancer or reproductive problems and those materials, substances and/or wastes, including infectious waste, medical waste, and potentially infectious biomedical waste, which are or later become regulated by any local governmental authority, the State of Pennsylvania or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; all corresponding and related State of Pennsylvania and local statutes, ordinances and regulations, including without limitation any dealing with underground storage tanks; and in any other environmental law, regulation or ordinance now existing or hereinafter enacted (collectively, "Hazardous Materials Laws").

(b) Use. Tenant hereby agrees that Tenant and Tenant's officers, directors, employees, representatives, agents, contractors, subcontractors, successors, assigns, concessionaires, invitees and any other occupants of the Premises (for purpose of this Section 16.02, referred to collectively herein as "**Tenant's Representatives**") shall not use, generate, manufacture, refine, produce, process, store or dispose of, on, under or about the Premises or transport to or from the Premises in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials, except in compliance with all applicable Hazardous Materials Laws. Furthermore, Tenant or Tenant's Representatives shall, at their own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by Tenant or any of Tenant's Representatives of Hazardous Materials on the Premises, including without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Premises.

(c) Remediation. If at any time during the Lease Term any contamination of the Premises by Hazardous Materials shall occur where such contamination is caused by the act or omission of Tenant or Tenant's Representatives ("Tenant Contamination"), then Tenant or Tenant's Representatives, at no expense to Landlord, shall promptly and diligently remove such Hazardous Materials from the Premises to the extent reasonably possible in accordance with the

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requirements of the applicable Hazardous Materials Laws and industry standards then prevailing in the Hazardous Materials management and remediation industry in Pennsylvania. However, Tenant shall not take any required remedial action in response to any Tenant Contamination in or about the Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Tenant Contamination without first notifying Landlord of Tenant's intention to do so and affording Landlord the opportunity, at Landlord's expense, to appear, intervene or otherwise appropriately assert and protect Landlord's interest with respect thereto. In addition to all other rights and remedies of the Landlord hereunder, if Tenant does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan (the "Plan") for any Tenant Contamination, and thereafter commence the required remediation, in accordance with the Plan, of any Hazardous Materials released or discharged in connection with Tenant Contamination within thirty (30) days after Landlord has reasonably approved Landlord's remediation plan (the "Plan") and all necessary approvals and consents have been obtained and thereafter continue to prosecute said remediation to completion in accordance with the approved Plan, then Landlord, in its sole discretion, shall have the right, but not the obligation, to cause said remediation in accordance with the "Plan" to be accomplished, and Tenant shall reimburse Landlord within fifteen (15) business days of Landlord's demand for reimbursement of all amounts reasonably paid by Landlord (together with interest on said amounts at the judgment rate until paid), when said demand is accompanied by proof of payment by Landlord of the amounts demanded. Tenant shall promptly deliver to Landlord copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises as part of Tenant's remediation of any Tenant Contamination.

(d) Disposition of Hazardous Materials. Except as removed from the Premises in strict accordance and conformity with all applicable Hazardous Materials Laws, Tenant shall cause any and all Hazardous Materials removed from the Premises as part of the required remediation of Tenant Contamination to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes.

(e) Notice of Hazardous Materials Matters. Tenant shall immediately notify Landlord in writing of: (a) any enforcement, clean-up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Premises pursuant to any Hazardous Materials Laws; (b) any claim made or threatened by any person against the Tenant or the Premises relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Premises; and (c) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Premises, including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Tenant of actual knowledge of any of the foregoing matters. Tenant shall also supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant's use thereof.

(f) Indemnification by Tenant. Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect, and hold Landlord, EHV, and each of Landlord's and EHV's

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partners (if applicable), employees, agents, attorneys, shareholders, officers, successors and assigns, free and harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses or expenses (including, without limitation, attorneys' fees and costs through litigation and all appeals) resulting from death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly by (a) any Tenant Contamination, (b) Tenant's failure to comply with any Hazardous Materials Laws with respect to the Premises, or (c) a breach of any covenant, warranty or representation of Tenant under this Article 16. Tenant's obligations hereunder shall include all costs of any required or necessary repair, clean-up or detoxification or decontamination of the Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith. The foregoing indemnification by Tenant shall not extend to conditions not attributable to Tenant prior to the commencement of the Lease Term.

**16. DEFAULTS AND REMEDIES.****16.1 Default by Tenant.**

Tenant shall be in default under this Lease if (i) Tenant shall fail to pay within ten (10) days when due and after written notice of default any Base Rental, Additional Rental or other payment to be made by Tenant hereunder; (ii) Tenant shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this Lease (other than the payment of Base Rental, Additional Rental or any other payment to be made by Tenant), and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, Tenant shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence; or (iii) Tenant becomes insolvent as defined in the State Uniform Commercial Code, or makes an assignment for the benefit of creditors; or any action is brought by Tenant seeking its dissolution or liquidation of its assets or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property; or Tenant commences a voluntary proceeding under the Federal Bankruptcy Code; or any reorganization or arrangement proceedings is instituted by Tenant for the settlement, readjustment, composition or extension of any of its debts upon any terms; or any action or petition is otherwise brought by Tenant seeking similar relief or alleging that it is insolvent or unable to pay its debts as they mature; or if any action is brought against Tenant seeking its dissolution or liquidation of any of its assets, or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property, and any such action is consented to or acquiesced in by Tenant or is not dismissed within two (2) months after the date upon which it was instituted; or any proceeding under the Federal Bankruptcy Code is instituted against Tenant and either an order for relief is entered in such proceeding or such proceeding is consented to or acquiesced in by Tenant or is not dismissed within two (2) months after the date upon which it was instituted; or any reorganization or arrangement proceeding is instituted against Tenant for the settlement, readjustment, composition or extension of any of its debts upon any terms, and such proceeding is consented to or acquiesced in by Tenant or is not dismissed within two (2) months after the date upon which it was instituted; or any action or petition is otherwise brought against Tenant

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seeking similar relief or alleging that it is insolvent, unable to pay its debts as they mature or generally not paying its debts as they become due, and such action or petition is consented to or acquiesced in by Tenant or is not dismissed within two (2) months after the date upon which it was brought.

**16.2 Landlord's Remedies.**

If Tenant is in default under this Lease, Landlord may pursue any one or more of the following remedies, separately or concurrently or in any combination, without any further notice or demand whatsoever and without prejudice to any other remedy which it may have for possession of the Premises or for arrearages in Base Rental or other amounts payable by Tenant: (i) Landlord may terminate this Lease by giving Tenant written notice of termination, in which event Tenant shall quit and vacate the Premises as soon as practicable so as to not jeopardize patient care and deliver and surrender possession of the Premises to Landlord, and this Lease shall be terminated at the time designated by Landlord in its notice of termination to Tenant; (ii) Landlord may relet the Premises or any part thereof, on such terms and conditions as Landlord may deem satisfactory, and receive the rent for any such releasing, in which event Tenant shall pay to Landlord on demand any deficiency that may arise by reason of such reletting; (iii) without terminating the Lease, Landlord may collect and sue Tenant from time to time for the amount of any Base Rental, Additional Rental or other amounts then owing by Tenant to Landlord pursuant to this Lease; (iv) with or without terminating this Lease, Landlord may bring an action against Tenant to recover from Tenant all damages suffered, incurred or sustained by Landlord as a result of, by reason of or in connection with such default; or (v) Landlord may do whatever Tenant is obligated to do under the terms of this Lease, in which event Tenant shall reimburse Landlord on demand for any reasonable expenses, including, without limitation, reasonable attorneys' fees, which Landlord may incur in thus effecting satisfaction and performance of or compliance with Tenant's duties and obligations under this Lease. No action taken by or on behalf of Landlord shall be construed to be an acceptance of a surrender of this Lease. No termination of this Lease shall affect Landlord's right to collect Base Rental or other amounts due for the period prior termination.

**16.3 Landlord Default**

(a) Each of the following events shall constitute an Event of Default by Landlord under this Lease:

(i) Landlord shall fail or refuse to pay any sum of money payable hereunder when due, and the failure or refusal continues for ten (10) days after receipt of written notice thereof is given by Tenant to Landlord; or

(ii) Landlord shall fail or refuse to comply with any term, provision, or covenant of this Lease, other than provisions for the payment of money, and does not cure the failure or refusal within thirty (30) days after written notice thereof is given by Tenant to Landlord (provided, however, that Landlord shall not be deemed to be in default if Landlord has commenced curing the default within thirty (30) days and thereafter diligently pursues the completion of such cure).



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(b) Upon the occurrence of any Event of Default by Landlord which has a direct and materially adverse effect on Tenant's use or occupancy of the Premises pursuant to the terms of this Lease, Tenant shall have the option to cure the Event of Default by Landlord and in connection therewith pay or incur reasonable expenses to be reimbursed by Landlord, conditioned upon such expenses being documented to Landlord's reasonable satisfaction. Notwithstanding the foregoing, Tenant shall not have such right to cure such Event of Default set forth in Section 16.3(a) in the event Landlord or its mortgagee takes action to cure such default within the cure period therein provided, but is unable, by reason of the nature of the work involved, to cure the same within such period, provided Landlord or mortgagee (whoever commences such work) continues such work thereafter diligently and brings to completion without unnecessary delays. All sums so expended or obligations incurred by Tenant in connection with the foregoing shall be paid by Landlord to Tenant upon demand, and if Landlord fails to reimburse Tenant, Tenant may, in addition to any other right or remedy that Tenant may have, deduct such amount together with interest accruing at the rate of twelve percent (12%) per annum from subsequent installments of Base Rental hereunder which becomes due to Landlord provided that in no event shall Tenant be permitted to deduct in any one (1) month more than fifty percent (50%) of the Base Rental due in such month.

**16.4 Non-Waiver; Forbearance.**

Landlord's or Tenant's pursuit of any one or more of its stated remedies shall not preclude pursuit of any other remedy or remedies provided for in this Lease or any other remedy or remedies provided for or allowed by law or in equity, separately or concurrently, or in any combination. Pursuit of any one or more of the remedies provided in this Lease shall not constitute an election of remedies excluding the election of another remedy or other remedies, or a forfeiture or waiver of any damages or other sums accruing to either party by reason of the other party's default. Landlord's or Tenant's forbearance in pursuing or exercising one or more of its remedies shall not be deemed or construed to constitute a waiver of any default or any remedy. No waiver by Landlord or Tenant of any right or remedy on one occasion shall be construed as a waiver of that right or remedy on any subsequent occasion or as a waiver of any right or remedy then or thereafter existing. No failure of either party to pursue or exercise any of its powers, rights or remedies or to insist upon strict and exact compliance by the other party with any agreement, term, covenant, condition, requirement, provision or restriction of this Lease, and no custom or practice at variance with the terms of this Lease, shall constitute a waiver by either party of the right to demand strict and exact compliance with the terms and conditions of this Lease.

**17. COMPLIANCE WITH LAWS.**

Tenant shall at all times abide by present and future Applicable Laws. Landlord represents that to the best of its knowledge, that on the Commencement Date, the Premises will be in material compliance with Applicable Laws. During the Lease Term, Landlord will comply with all Applicable Laws relating and applying to this Lease and Landlord obligations with respect to the Premises.



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#### 18. ASSIGNMENT AND SUBLETTING.

##### 18.1 Generally.

(a) Tenant shall not (i) sublet the Premises or any part thereof, nor (ii) assign this Lease or any interest therein, nor (iii) grant concessions or licenses or other rights for the occupancy or use of the Premises or any part thereof, nor (iv) encumber, mortgage, hypothecate or grant any interest in this Lease or in Tenant's estate, nor (v) transfer any interest in this Lease, Tenant's estate or interest in ownership of Tenant by operation of law or otherwise, nor (vi) permit any of the above (each a "**Transfer**") without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld. The proposed assignee, sublessee or other transferee, in each case, shall be a "**Transferee**". Landlord's consent to a proposed Transfer does not waive the requirement of obtaining Landlord's consent to any subsequent Transfer. Any attempted Transfer in violation of this Section 18.1 is voidable at Landlord's option.

(b) In determining whether to grant its consent to a proposed Transfer, Landlord may consider any reasonable factor. Landlord and Tenant agree that any one of the following factors, or any other reasonable factor, will be reasonable grounds for deciding upon the proposed Transfer: (a) the business reputation of Transferee must be in accordance with generally acceptable commercial and medical standards; (b) the use of the Premises must be identical to the use permitted by this Lease; and (c) the use of the Premises by the Transferee will not violate or create any potential violation of any laws, rules, restrictions, covenants or agreements binding upon the Transferee, Tenant, Landlord, or any other tenants of the Premises.

(c) If Landlord's consent is desired, then Tenant shall request Landlord's consent to a proposed Transfer upon the following additional conditions:

(i) At least thirty (30) days before the proposed effective date of the Transfer, Landlord shall receive for approval a copy of a fully executed unconditional assignment, sublease or other instrument of Transfer together with (a) reasonably detailed information as to the character, reputation and business experience of the proposed Transferee, and (b) financial information and bank references on the proposed assignee or subtenant (including, at Tenant's expense, a current Dun & Bradstreet report and a financial statement certified as being true and correct by the chief financial executive of the proposed Transferee).

(ii) No default under this Lease on Tenant's part shall exist at the time Landlord's consent is requested or at the effective date of the Transfer.

(iii) Transferee agrees in writing that its use and occupancy shall be solely for the purpose permitted by this Lease and shall be restricted as set forth herein, including but not limited to the provisions of Articles 8 and 15.

(iv) Any assignment or other instrument of Transfer must specifically state (and if it does not, it will be deemed to specifically state) that Transferee assumes and agrees to be bound by the terms and conditions of this Lease. Any sublease must

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specifically state (and, if it does not, it will be deemed to specifically state) that at Landlord's election Transferee will attorn to Landlord and recognize Landlord as Tenant's successor under the sublease for the balance of the sublease term if this Lease is surrendered by Tenant or terminated by reason of Tenant's default.

(v) Landlord shall receive fifty percent (50%) of the net consideration paid by any such subtenant or Transferee in excess of the sum of (a) Base Rental and Additional Rental payable under this Lease multiplied by a fraction, the numerator of which is the number of square feet of the Rental Square Feet of Space in such subleased portion of the Premises and the denominator of which is the Rental Square Feet of Space, and (b) the reasonable and customary out-of-pocket transaction costs incurred by Tenant for the Transfer, including attorney's fees, brokerage fees and commissions and alteration costs, which total amount of such transaction costs shall be amortized on a straight-line basis over the remaining portion of the Term. Such excess shall be the "**Profit Rent**". Tenant shall pay or shall cause to be paid to Landlord the Profit Rent promptly after any periodic or other payments by Transferee. Landlord shall have the right to audit and inspect Tenant's books, accounts, records and tax returns for the limited purpose of verifying the Profit Rent.

Any Transfer shall not relieve Tenant of any liability for the total agreed rentals due hereunder nor from Tenant's obligation to perform all the terms, covenants and conditions of this Lease; instead, Tenant and Transferee shall be jointly and severally liable under this Lease. Transferee, by taking an interest in or possession of the Premises, or both, agrees that its use and occupancy shall be solely for the purpose permitted by this Lease and shall be restricted as set forth herein, including but not limited to the provisions of Articles 8 and 15.

**18.2. Permitted Transfers.**

Notwithstanding Section 18.1, Tenant shall have the right, without Landlord's consent, (i) to sublease not more than twenty percent (20%) of the Premises and (ii) to sublease or assign this Lease or the Premises or any portion thereof to any parent, sister, subsidiary or affiliated entity or to any entity resulting from the merger or consolidation of Tenant and such other entity provided in the event of merger or consolidation the net worth of such entity into which Tenant merges or consolidates is not less than the net worth of Tenant six (6) months prior to such merger or consolidation.

**19. SUBORDINATION; ATTORNMENMENT.****19.1 Landlord's Mortgagees.**

Landlord may, from time to time, grant liens, deeds of trusts, security deeds, mortgages or other security interests covering its estate (hereafter collectively, "**Mortgage**"). Subject to the non-disturbance provisions contained below, Tenant agrees that at Landlord's request this Lease shall be subject and subordinate to each Mortgage, including any modifications, extensions or renewals thereof and advances thereunder from time to time in effect. Upon Landlord's written request, Tenant will execute and deliver to Landlord an agreement in recordable form

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subordinating Tenant's rights to the lien of any Mortgage now or hereafter encumbering the Premises. Tenant, however, will not be required to subordinate Tenant's rights hereunder to any future Mortgage unless and until the holder of such Mortgage executes and delivers to Tenant a written agreement providing in substance (i) that so long as Tenant faithfully discharges Tenant's obligations under this Lease beyond all applicable cure or grace periods, Tenant's right of possession to the Premises and other rights under this Lease will not be affected by any default by Landlord under any instrument creating or secured by such Mortgage, (ii) that in the event of foreclosure or any other enforcement of such Mortgage, the rights of Tenant hereunder will survive and this Lease will continue in full force and effect, (iii) that in the event of foreclosure or any other enforcement of such Mortgage, Tenant will not be named as a party to such foreclosure such that Tenant is obligated to defend this Lease, (iv) that any purchaser at foreclosure will assume in writing the future obligations of Landlord under this Lease.

#### 19.2. Confirming Agreement.

Upon the request of Landlord, Tenant agrees to execute a subordination and attornment agreement incorporating the provisions of this Article and otherwise in form reasonably acceptable to Landlord. In the event that Tenant should fail to execute any such agreement(s) required by this Article, as requested within fifteen (15) business days after receipt of such document, Tenant shall be deemed in default hereunder.

### 20. LANDLORD'S COVENANTS.

#### 20.1. Quiet Enjoyment and Non-Disturbance.

Subject to the rights of the holders of any Mortgage, Landlord covenants and warrants that Tenant, upon paying the Base Rental, Additional Rental, and all other charges herein provided for and observing and keeping the covenants, agreements, and conditions of this Lease on Tenant's part to be kept, shall lawfully and quietly hold, occupy, and enjoy the Premises during the entire Term of this Lease and any renewals or extensions thereof without hindrance or molestation of anyone lawfully claiming by, through, or under Landlord, and that this covenant and warranty shall extend to any subsequent or successor Landlord, Mortgage holder, EHV, or other party who may control the Premises of which they form a part, to the end that Tenant shall not be disturbed in the exercise of its rights under this Lease.

### 21. RULES AND REGULATIONS.

The rules and regulations attached hereto as Exhibit E ("Rules and Regulations") are Landlord's Rules and Regulations for the Premises. Tenant shall faithfully observe and comply with such Rules and Regulations and such reasonable changes therein (whether by modification, elimination, addition or waiver) as Landlord may hereafter make and communicate in writing to Tenant, which shall be necessary or desirable for the reputation, safety, care or appearance of the Premises or the preservation of good order therein or the operation or maintenance of the Premises or the equipment thereof or the comfort or welfare of Tenant or others in the Premises, and which do not unreasonably interfere with or adversely affect the conduct of Tenant's business in the Premises.

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Tenant further agrees to abide by such rules and regulations imposed by EHV from time to time applicable to lessees, visitors, and other occupants or users of the Plainfield campus ("**EHV Regulations**") as Landlord may hereafter make and communicate in writing to Tenant, which shall be necessary or desirable for the reputation, safety, care or appearance of the Plainfield Campus or the preservation of good order of the Campus, the operation or maintenance of the Campus, or the comfort or welfare of lessees, visitors and other occupants of Campus buildings, and which do not unreasonably interfere with or adversely affect the conduct of Tenant's business in the Premises.

Landlord hereby covenants that it will not discriminate against Tenant in its enforcement of any rules and regulations now or hereafter in place and will apply such rules uniformly.

#### 22. HOLDING OVER.

Tenant shall pay Landlord for each day Tenant retains possession of the Premises or part thereof after termination of this Lease by lapse of time or otherwise at the rate ("**Holdover Rate**") which shall be one hundred fifty percent (150%) of the amount of the Base Rental for the twelve month period immediately prior to the date of such termination. If Landlord gives notice to Tenant of Landlord's election to that effect, such holding over shall constitute renewal of this Lease for a period from month to month at the Holdover Rate, but if the Landlord does not so elect, no such renewal shall result notwithstanding acceptance by Landlord of any sums due hereunder after such termination; and instead, a tenancy at sufferance at the Holdover Rate payable in monthly and not daily increments shall be deemed to have been created. In any event, no provision of this Section 22 shall be deemed to waive Landlord's right of reentry or any other right under this Lease or at law or in equity.

#### 23. WORK ON THE PREMISES.

##### 23.1. Standards of Performance.

Whenever in this Lease Tenant is permitted or required to maintain and repair, or make additions, alterations or reconstruct the Premises or perform any work upon the Premises, Tenant shall cause such work (the "**Work**") to be done and completed in a good, substantial and workmanlike manner, and in compliance with all Applicable Laws, and shall utilize only new materials. Tenant shall be solely responsible for construction means, methods, techniques, sequences and procedures, and for coordinating all activities related to the Work, and the Landlord shall have no duty or obligation to inspect the Work, but shall have the right to do so.

##### 23.2 Completion of Work.

Whenever Tenant is required to perform any Work upon the Premises, Tenant shall promptly commence the Work and, once commenced, diligently and continually pursue the Work and complete the Work within a reasonable time. Tenant shall supervise and direct the Work utilizing its best efforts and reasonable care, and shall assign such qualified personnel to the Work as may be necessary to cause the Work to be completed in an expeditious fashion.

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#### 23.3 Payment of Costs and Expenses.

Tenant shall provide and pay for all labor, materials, goods, supplies, equipment, appliances, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the Work. Tenant shall promptly pay when due all costs and expenses incurred in connection with the Work and shall pay all sales, consumer, use and similar taxes required by law in connection with the Work and secure and pay for all permits, fees and licenses necessary for the performance of the Work.

#### 23.4 Protection of Persons, Property.

Tenant shall be responsible for the acts and omissions of all of its employees and all other persons performing any of the Work. Tenant shall be responsible for initiating, maintaining and supervising all necessary safety precautions and programs in connection with the Work, and shall take all reasonable protection to prevent damage, injury or loss to, the Work, all persons performing Work on the Premises, all other persons who may be involved in or affected by the Work, all materials and equipment to be incorporated in the Work and all other property on the Premises or adjacent thereto.

#### 23.5 Indemnification.

Tenant shall pay and shall indemnify, defend and save Landlord, Ground Lessor, and their respective officers, employees and agents harmless from all liabilities, damages, losses, costs, expenses, causes of action, suits, claims, demands and judgments of any nature arising out of, by reason of or in connection with the Work except to the extent caused by the negligence or wrongful acts of Landlord or EHV or their respective employees, agents, contractors or servants. Landlord shall pay and shall indemnify, defend and save Tenant and its officers, employees, and agents harmless from all liabilities, damages, losses, costs, expenses, causes of action, suits, claims, demands and judgments of any nature arising out of, by reason of or in connection with the Work to the extent caused by the negligent or wrongful acts of Landlord or Landlord's employees, agents, contractors or servants.

#### 23.6 Mechanics' Liens.

Subject to lawful contest, Tenant will not permit any mechanics' liens or other liens to be placed upon the Premises (including Tenant's leasehold interest therein) and nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the Premises, or any part thereof, nor as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to any mechanics' or other liens against the Premises. In the event any such lien is attached to the Premises, and is not discharged or bonded-off or otherwise adequately addressed by Tenant within thirty (30) days of demand, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same. Once bonded-off or otherwise secured, Tenant may contest the validity and amount of any and all claims by such person, contractor, laborer or material supplier. Any

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amount paid by Landlord for any of the aforesaid purposes shall be paid by Tenant to Landlord on demand as Additional Rental.

**24. ESTOPPEL CERTIFICATES.****24.1. Estoppel Certificates.**

Each party shall, from time to time upon ten (10) business days prior request by the other party, execute, acknowledge and deliver to such requesting party, or to a person designated by such party, a certificate of from the other party stating that this Lease is unmodified and in full effect (or, if there have been modifications, that this Lease is in full effect as modified, and setting forth such modifications) and the dates to which Base Rental, Additional Rental and other sums payable hereunder have been paid, either stating that to the knowledge of the signer of such certificate no default or dispute exists hereunder or specifying each such default or dispute of which the signer has knowledge and such other matters which the requesting party may reasonably request. The requesting party shall cause such certificate to be prepared for execution by the other party. Any prospective mortgagee or purchaser of the Premises may rely upon any such certificate.

**25. NO RECORDING; MEMORANDUM OF LEASE**

Tenant shall not record this Lease or a memorandum hereof without the prior written consent of Landlord.

**26. MISCELLANEOUS.****26.1 Notices.**

Any notice, demand, request, consent, approval or communication under this Lease shall be in writing and shall be deemed duly given and shall be effective: (i) when deposited, postage prepaid in the United States mail, certified or registered mail with a return receipt requested, addressed to Landlord or Tenant (as the case may be) at the addresses of each shown below; or (ii) when delivered personally to Landlord or Tenant (as the case may be), or when delivered by nationally recognized private courier at the addresses of each shown below. The parties may designate a different address for receiving notices hereunder by notice to the other party.

**LANDLORD'S ADDRESS:**

Plainfield Surgery Center Rcal Estate LLC  
801 South Washington Street  
Naperville, Illinois 60540  
Attention: President

With a Copy to:

Legal Department  
Edward Hospital

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801 South Washington St.  
Naperville, IL 60540

**TENANT'S ADDRESS:**

Plainfield Surgery Center LLC  
Building C  
24600 W. 127<sup>th</sup> St.  
Plainfield, Illinois 60585  
Attention: President

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With a Copy to:  
Coman & Anderson, P.C.  
2525 Cabot Drive, Suite 300  
Lisle, IL 60532  
Attention: Robin R. Welgat

**26.2. Headings.**

The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various paragraphs and shall in no event be considered otherwise in construing or interpreting any provision in this Lease.

**26.3. Exhibits.**

Each and every exhibit referred to or otherwise mentioned in this Lease is attached to this Lease and is and shall be construed to be made a part of this Lease by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

**26.4. Defined Terms.**

Capitalized terms used in this Lease shall have the meaning ascribed to them at the point in this Lease or in the Exhibits where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

**26.5. Pronouns.**

Wherever appropriate in this Lease, personal pronouns shall be deemed to include the other genders and the singular to include the plural.



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#### 26.6. Binding Effect.

All provisions contained in this Lease shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and assigns of Landlord and Tenant to the same extent as if each such successor and assign were named as a party hereto.

#### 26.7. Severability.

If any term, covenant, condition or provision of this Lease, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Lease or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

#### 26.8. Time of Essence.

Time is of the essence of this Lease. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Lease.

#### 26.9. Applicable Law; Jurisdiction; Venue.

This Lease shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Illinois. Tenant and Landlord each submit to the jurisdiction of any state or federal court sitting in Will County, Illinois in any action or proceeding arising out of or relating to this Lease, (b) agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, (c) waives any claim of inconvenient forum or other challenge to venue in such court and (d) agrees not to bring any action or proceeding arising out of or relating to this Lease in any other court.

#### 26.10. Entire Agreement.

This Lease (including the Exhibits) contains the entire agreement of Landlord and Tenant and no representations, warranties, inducements, promises, or agreements, oral or otherwise, between the parties not embodied in this Lease shall be of any force or effect.

#### 26.11. Modifications.

This Lease shall not be modified or amended in any respect except by a written agreement executed by Landlord and Tenant in the same manner as this Lease is executed.

#### 26.12. Counterparts.

This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

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No rights to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.

**26.14. Default Interest.**

Any payment required to be made by Tenant pursuant to this Lease which is not received by Landlord within five business (5) days of the date such payment is due shall bear interest at the rate of two percent (2%) over and above the prime rate of interest published from time to time by the Wall Street Journal from the date due until the date such payment is received. Landlord agrees to provide Tenant with written notice in the event that interest is being charged as a result of such non-payment.

**26.15. Waiver of Jury Demand.**

**LANDLORD AND TENANT HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER LANDLORD OR TENANT AGAINST THE OTHER IN CONNECTION WITH OR ARISING OUT OF THE LEASE.**

**27. TENANT'S PERSONAL PROPERTY.**

Tenant shall have the absolute right to remove at any time any or all of its property from the Premises without notice to Landlord and shall have the right to grant a security interest in its Personal Property (as hereinafter defined) and no other property in the Premises in favor of any lender of Tenant. Landlord hereby waives all rights which Landlord now has, or hereafter may have, under the laws of the State of Illinois or by virtue of the Lease or Tenant's occupation of the Premises, to levy or distain for rent or for any monetary obligation arising by reason of default under the Lease, or to assert any lien, right, claim or title, to any Personal Property (as defined below) of Tenant. Landlord acknowledges that, to the extent the foregoing waiver is ineffective or invalid, any security interest in the Personal Property granted to any lender by Tenant is superior to any lien, right, claim or title which Landlord now has or hereafter may have or assert in or to the Personal Property and Landlord agrees to forbear from foreclosing, levying, attaching, or otherwise enforcing any such lien right for as long as such lender of Tenant is claiming a security interest in the Personal Property. Landlord and Tenant agree that for purposes of this Section 27, "**Personal Property**" shall consist of all Tenant's machinery, equipment, furniture, fixtures, inventory, all other removable personal property on or about the Premises, regardless of manner of fixture, and all additions, replacements or substitutions therefore, but shall exclude the Building's building mechanical systems, fixed lighting systems, utility lines (liquid petroleum, natural gas, etc.), electrical panels, life-safety systems, plumbing lines and systems and other building systems. Any such security interest in the Personal Property granted to Tenant's lender shall not be deemed a mortgage of or lien upon Landlord's fee title to the Premises. Landlord hereby agrees that Tenant's lender may, in accordance with the terms of its loan agreement with Tenant, enter onto the Premises at any time or times and take possession of, sever or remove the Personal Property or any part thereof, and the Personal Property upon severance and/or removal may be sold, transferred or

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otherwise disposed of free and discharged of all liens, claims, demands, rights or interests of Landlord. Tenant's lender will agree to repair any damage caused by any severance and/or removal of the Personal Property necessary to restore the Premises to its condition immediately prior to such removal. In addition to the right of entry set forth above, if a default exists under Tenant's loan agreement, Tenant's lender may remove the Personal Property or any part thereof from the Premises in accordance with the terms and conditions of the loan agreement or statutory law without objection or interference by Landlord, and in such case Landlord will make no claim or demand against the Personal Property, provided that the lender shall restore any part of the Premises which may be damaged by such removal to substantially the same condition as existed immediately prior to such removal. In the event of any such default by Tenant, Landlord agrees that, at the lender's option, the Personal Property may remain at the Premises for a period not exceeding three (3) months following the default, provided the lender pays rent to Landlord for the Premises at the same rate imposed upon Tenant for such period of time. Landlord agrees that it shall execute any agreements with Tenant's lender(s) that are consistent with the terms of this Section.

**28. SUBLEASE.**

INTENTIONALLY DELETED.

**29. OPTION TO EXTEND.**

INTENTIONALLY DELETED

**30. DISPUTE RESOLUTION.**

INTENTIONALLY DELETED.

**31. DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS.**

INTENTIONALLY DELETED.

**32. LANDLORD MEANS OWNER.**

It is expressly understood and agreed by and between the parties hereto, anything in this Lease or herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements of Landlord are nevertheless each and every one of them made and intended, not as personal representations, warranties, covenants, undertakings and agreement by Landlord, or for the purpose or with the intention of binding Landlord personally, but are made and intended for the purpose only of subjecting Landlord's interest in the Premises to the terms of this Lease and for no other purpose whatsoever, and in case of default hereunder by Landlord, Tenant shall look solely to the interest of Landlord in the Premises; that no Landlord shall have any personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained; that no personal liability or personal responsibility of any sort is assumed by, not shall at any time be

## ATTACHMENT 2

### Site Ownership

asserted or enforceable against Landlord on account of the Lease or on account of any representation, warranty, covenant, undertaking or agreement of Landlord in the Lease and that as to any partnership or other entity which is a Landlord, a deficit capital account of any partner, member or owner of such partnership or other entity shall not be deemed to be an asset or property of such partnership or other entity.

#### 33. FORCE MAJEURE EVENT.

In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (other than the payment of money) (a "**Required Act**"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God ( a "**Force Majeure Event**"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Lease, the financial inability of Landlord or Tenant to perform any Required Act, including (without limitation) failure to obtain adequate or other financing, shall not be deemed to constitute a Force Majeure Event. In no event shall a Force Majeure Event exceed 60 days. A Force Majeure Event shall not be deemed to commence until the ten (10) days before the date on which the party who asserts some right, defense or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party hereto. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. It is expressly agreed that nothing contained in this Section 33 or elsewhere in this Lease shall obligate either party to settle a strike or other labor dispute when it does not reasonably consider it to be in its best interests to do so.

#### 34. SIGNAGE.

Tenant, at its cost, shall have the right (A) to install or place signs, awnings, or other advertising or promotional materials or displays within the interior of the Building (the "Interior Signage"); (B) to install or place signs on the exterior of the Building; (c) to install its sign panels on one or more of the non-electronic signs installed by Landlord on the Campus for purposes of providing directions and identifying buildings (the "Campus Signs"); and (D) to utilize Tenant's then-current trademarked name(s), colors, letters, font and logo in Tenant's signage, all in compliance with all Applicable Laws and EHV Regulations. Tenant shall not be required to obtain Landlord's approval to Interior Signage. Tenant agrees to obtain Landlord's prior approval to the installation, placement, colors, letter, and font of any Tenant signage on the exterior of the Building or on Campus Signs so as to insure reasonable consistency with colors, letters, font and overall style of Landlord's Campus Signs and signage on the exterior of other Campus buildings, which approval shall not be unreasonably withheld or delayed. Landlord shall not, without Tenant's approval, vary or change the location, size or position of Tenant's signage as long as such signage meets the requirements of this Paragraph 34. Landlord shall not allow any signage other than Tenant's to be erected on the exterior walls of the Building, provided, however, Tenant agrees that Landlord shall have the right to install such exterior

**ATTACHMENT 2**  
**Site Ownership**

Building signage as is reasonably necessary to identify the Building, consistent with other Campus Buildings. At the end of the Term, Tenant will remove all signs and repair all damage to the Premises caused by Tenant installed signs or Tenant's removal of the signs unless Tenant owns the Building at the end of the Term.

**35. OPTION TO EXPAND.**

INTENTIONALLY DELETED.

[Signatures on following page.]

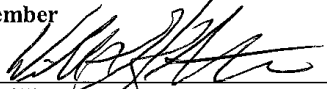
## ATTACHMENT 2 Site Ownership

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

**LANDLORD:**

**PLAINFIELD SURGERY CENTER REAL ESTATE, L.L.C.**

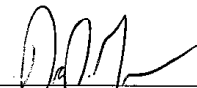
**By: Edward Health Ventures, an Illinois not for profit corporation, as its sole member**

By:   
William G. Kottmann

Its: President, Edward Health Ventures

**TENANT:**

**PLAINFIELD SURGERY CENTER, L.L.C.**

By:   
Bart P. Green, M.D.

Its: President

g:\legal\albright\real.property\Plainfield\ASTC\ASTCBuildingLease.final.5.9.08.PA

## **ATTACHMENT 2**

### **Site Ownership**

#### **EXHIBIT A**

##### **DESCRIPTION OF BUILDING**

The Building is a one-story building containing 13,850 Rentable Square Feet of Space and gross square feet of Building area and (b) on-site utility facilities and related site improvements constructed in accordance with the Project Manual dated March 2, 2007, Project No. 2006.06. The Project Manual Table of Contents is attached hereto as Exhibit A1.



### **ATTACHMENT 3**

#### **Operating Entity/Licensee**

The operating entity and the licensee will continue to be Plainfield Surgery Center, LLC. Included with this Attachment is the licensee's Certificate of Good Standing.

**ATTACHMENT 3**  
**Certificate of Good Standing**  
**Plainfield Surgery Center, LLC**

*File Number*                      0171868-1



***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***

**PLAINFIELD SURGERY CENTER, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS  
ON DECEMBER 27, 2005, 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.**



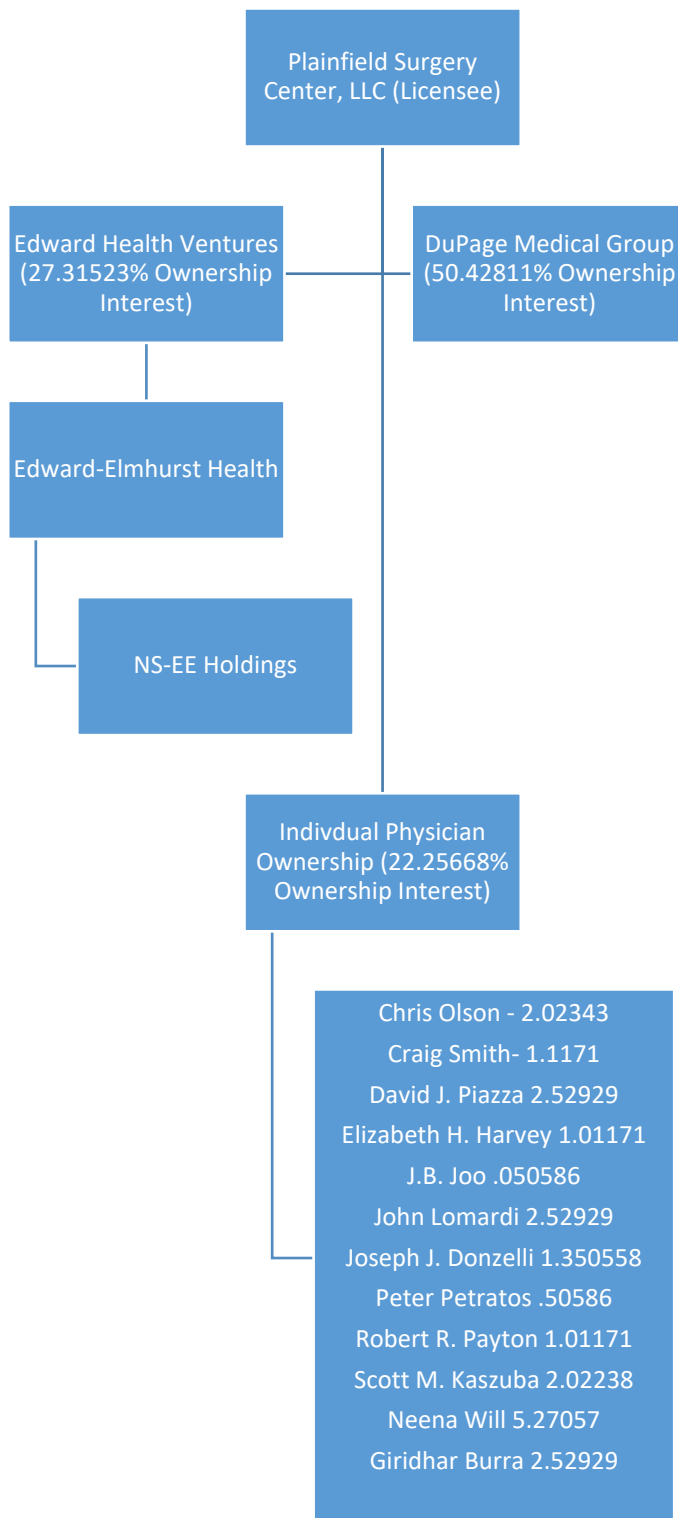
Authentication #: 2212601974 verifiable until 05/05/2023  
Authenticate at: <http://www.ilsos.gov>

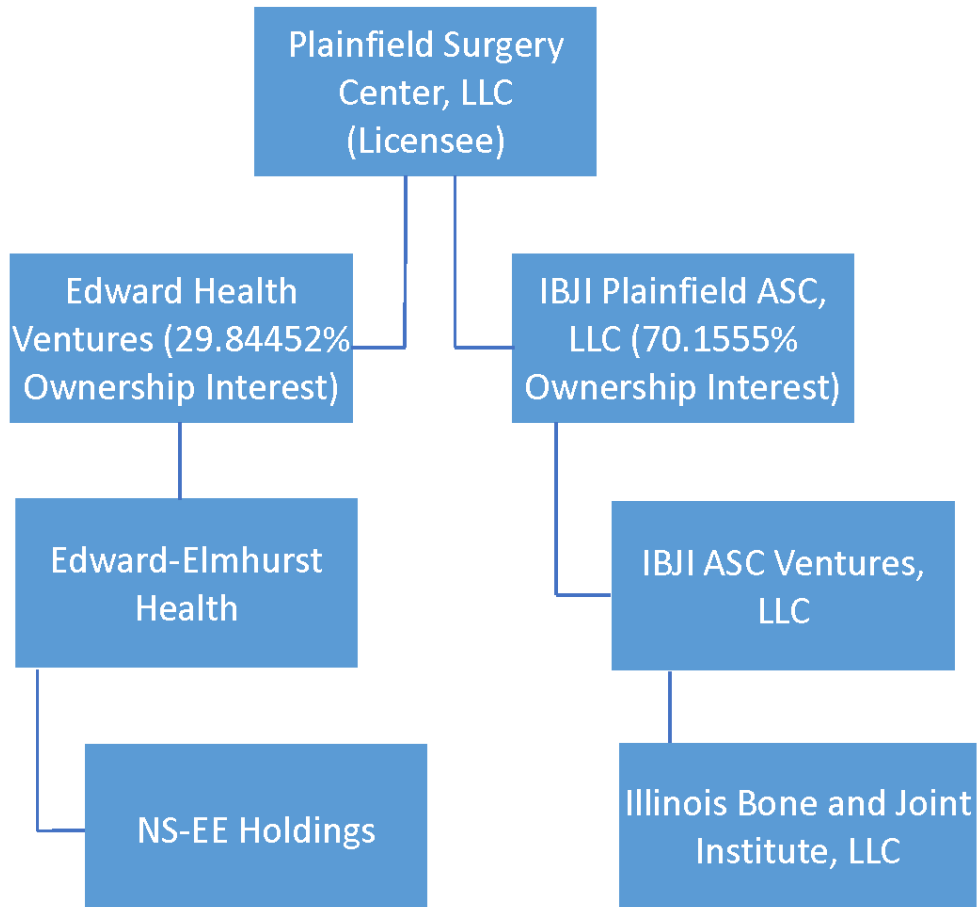
***In Testimony Whereof, I hereto set  
my hand and cause to be affixed the Great Seal of  
the State of Illinois, this    6TH  
day of    MAY    A.D.    2022    .***

*Jesse White*  
SECRETARY OF STATE

## ATTACHMENT 4

### Pre-Transactional Organizational Chart



**ATTACHMENT 4**  
**Post-Transactional Organizational Chart**

## ATTACHMENT 5

### Background of the Applicant

1. **A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.**

NS-EE Holdings, DuPage Medical Group, LTD. and several physicians (one physician holds at least a 5% ownership interest) own Plainfield Surgery Center, LLC, included with this attachment is a letter from those entities affirming ownership of the facility.

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.**

The current owners own or operate healthcare facilities other than the facility subject to this application.

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.**

Included with this Attachment is letter from the Applicants verifying that no adverse action has taken place in their healthcare facilities.

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.**

Included with this attachment is the Applicant's authorization permitting HFSRB and IDPH access to any documents necessary to verify the information needed.

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.**

Not applicable.

**ATTACHMENT 5**  
**Background of the Applicant**  
**Letter from NS-EE Holdings, Edward-Elmhurst Healthcare**



Edward-Elmhurst  
HEALTH

Gerald P. Gallagher, FACHE  
President and Chief Executive Officer

1301 Central Street  
Evanston, Illinois 60201  
www.northshore.org

Phone 847 570 5151  
jgallagher@northshore.org

July 11, 2022

Ms. Debra Savage  
Chair  
Illinois Health Facilities and Services Review Board  
525 West Jefferson Street, Second Floor  
Springfield, Illinois L 62761

RE: Adverse Action and Access to Documents

Dear Chair Savage:

I hereby certify under penalty of perjury as provided in §1-109 of the Illinois Code of Civil Procedures, 735 ILCS 5/1-109 that no adverse action as defined in 77 Ill. Admin. Code §1130.140 has been taken against any health care facility owned or operated by NS-EE Holdings d/b/a NorthShore-Edward-Elmhurst Health in the State of Illinois during the three-year period prior to filing this application.

Additionally, pursuant to 77 Ill. Admin. Code §1110.110(a)(2)(J), I hereby authorize the Health Facilities and Services Review Board ("HFSRB") and the Illinois Department of Public Health ("IDPH") access to any documents necessary to verify information submitted as part of this application for permit. I further authorize HFSRB and IDPH to obtain any additional information or documents from other government agencies which HFSRB or IDPH deem pertinent to process this application for permit.

Sincerely,

A handwritten signature in blue ink, appearing to read "G.P. Gallagher", written over a horizontal line.

Gerald P. Gallagher  
President and Chief Executive Officer  
NS-EEH Holdings d/b/a  
NorthShore-Edward-Elmhurst Health

**ATTACHMENT 5**  
**Background of the Applicant**  
**Letter from DuPage Medical Group, LTD.**

July 6, 2022

John P. Kniery  
Board Administrator  
Illinois Health Facilities and Service Review Board  
525 West Jefferson Street, 2<sup>nd</sup> Floor  
Springfield, Illinois 62761

**Re: Certification and Authorization**

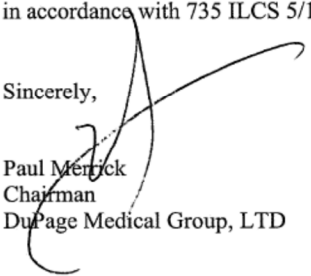
Dear Mr. Kniery,

As representative of DuPage Medical Group, LTD, I, Paul Merrick, M.D., give authorization to the Health Facilities and Services Review Board and the Illinois Department of Public Health (IDPH) to access documents necessary to verify the information submitted including, but not limited to: official records of IDPH or other state agencies, the licensing or certification records of other states, and the records of nationally recognized accreditation organizations.

I further verify that DuPage Medical Group, LTD, has an ownership interest in the Plainfield Surgery Center, LLC located at 24600 West 127th Street, Plainfield, Illinois 60545. DuPage Medical Group, LTD. also maintains an ownership interest in other healthcare facilities and can assert that there have been no adverse actions to report for the past three (3) years at any of these facilities.

I hereby certify this is true and based upon my personal knowledge under penalty of perjury and in accordance with 735 ILCS 5/1-109.

Sincerely,

  
Paul Merrick  
Chairman  
DuPage Medical Group, LTD



**ATTACHMENT 5**  
**Background of the Applicant**  
**Letter from IBJI Plainfield ASC, LLC, IBJI ASC Ventures, LLC, Illinois**  
**Bone and Joint Institute, LLC**



July 15, 2022

John P. Kniery  
Board Administrator  
Illinois Health Facilities and Service Review Board  
525 West Jefferson Street, 2<sup>nd</sup> Floor  
Springfield, Illinois 62761

**Re: Certification and Authorization- Plainfield Surgery Center**

Dear Mr. Kniery,

As representative of IBJI Plainfield ASC, LLC, IBJI ASC Ventures, LLC and Illinois Bone and Joint Institute, LLC, I, Andre Blom, give authorization to the Health Facilities and Services Review Board and the Illinois Department of Public Health (IDPH) to access documents necessary to verify the information submitted including, but not limited to: official records of IDPH or other state agencies, the licensing or certification records of other states, and the records of nationally recognized accreditation organizations.

I further verify that IBJI Plainfield ASC, LLC, through IBJI ASC Ventures, LLC and Illinois Bone and Joint Institute, LLC will have an ownership interest in the Plainfield Surgery Center, LLC located at 24600 West 127th Street, Plainfield, Illinois 60545. IBJI ASC Ventures, LLC and Illinois Bone and Joint Institute, LLC maintain an ownership interest in other healthcare facilities and there are no adverse actions to report for the past three (3) years at any of these facilities.

I hereby certify this is true and based upon my personal knowledge under penalty of perjury and in accordance with 735 ILCS 5/1-109.

Sincerely,

Andre Blom  
Illinois Bone and Joint Institute, LLC- CEO  
IBJI ASC Ventures, LLC- CEO  
IBJI Plainfield ASC, LLC- Manager

**ATTACHMENT 5**  
**Background of the Applicant**  
**Letter from Neena Will, M.D. and Plainfield Surgery Center, LLC**



July 6, 2022

John P. Kniery  
Board Administrator  
Illinois Health Facilities and Service Review Board  
525 West Jefferson Street, 2<sup>nd</sup> Floor  
Springfield, Illinois 62761

**Re: Certification and Authorization**

Dear Mr. Kniery,

I, Neena Will, M.D., give authorization to the Health Facilities and Services Review Board and the Illinois Department of Public Health (IDPH) to access documents necessary to verify the information submitted including, but limited to: official records of IDPH or other state agencies, the licensing or certification records of other states, and the records of nationally recognized accreditation organizations.

I further verify that I have an ownership interest in the Plainfield Surgery Center, LLC located at 24600 West 127<sup>th</sup> Street, Plainfield, Illinois 60585 and neither I nor Plainfield Surgery Center, LLC maintains no ownership interest in excess of 5% in other healthcare facilities. The facility has no adverse actions to report for the past three (3) years.

I hereby certify that is true and based upon my personal knowledge under penalty of perjury and in accordance with 735 ILCS 5/1-109.

Sincerely,

Neena Will, M.D.  
Board President  
Plainfield Surgery Center, LLC

24600 W. 127<sup>th</sup> Street Plainfield, IL 60585 | Phone: 815.436.0911 | Fax: 815.436.0775

## ATTACHMENT 6

### Change of Ownership

**Section 1130.520(b)(1)(B)- Names of parties**

*The application for exemption is subject to approval under Section 1130.560 and shall include the information required by Section 1130.500*

The parties involved in this project are:

- NS-EE Holdings
- Edward-Elmhurst Healthcare
- Plainfield Surgery Center, LLC
- IBJI Plainfield ASC, LLC
- IBJI ASC Ventures, LLC
- Illinois Bone and Joint Institute, LLC
- Neena Will, M.D.

## ATTACHMENT 6

### Change of Ownership

**Section 1130.520(b)(1)(B)- Background of the parties**

*“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.”*


**Illinois Bone and Joint Institute, LLC, IBJI ASC Ventures, LLC, and IBJI Plainfield ASC, LLC-** IBJI Plainfield ASC, LLC is a wholly owned subsidiary of IBJI ASC Ventures, LLC itself a wholly owned subsidiary of Illinois Bone and Joint Institute, LLC (“IBJI”). Founded in 1990, IBJI is the largest orthopedic group practice in Illinois. The group has 150 physicians in every orthopedic specialty. The group offers care for children and adults and offers a full range of orthopedic care, including advanced MRI imaging, pain management, non-surgical and surgical treatment plans, rheumatology, physical therapy, occupational therapy, wellness and sports training.

IBJI also maintains OrthoAccess® walk-in clinics that provide same day immediate care for orthopedic injuries. Offering comprehensive care all in one place enables physicians, therapists and staff to work closely together, so that patients and families achieve better outcomes. IBJI Plainfield ASC, LLC will be acquiring the interest in the facility previously held by DMG and a group of individual physicians.

**Plainfield Surgery Center, LLC-** This is the corporate entity that holds the license and owns the existing facility. The licensee will remain unchanged, but IBJI will be taking over the ownership interests previously held by a group of several physicians, held in their individual capacity, and that of DMG. Only one physician, Neena Will, M.D., held an ownership interest in excess of 5%. The remaining owners include NS-EE Holdings.

**NS-EE Holdings, Edward-Elmhurst Health-** North Shore-Edward-Elmhurst Health is an integrated health system created by the merger of Edward Hospital and Elmhurst Memorial Healthcare in 2013 and subsequent merger of North Shore and Edward Elmhurst Health in 2022. NorthShore – Edward-Elmhurst Health is a fully integrated healthcare delivery system serving an area of more than 4.2 million residents across six northeast Illinois counties. The organization has more than 6,000 physicians across more than 300 ambulatory locations and eight acute care hospitals. Those hospitals include: Edward (Naperville), Elmhurst, Evanston, Glenbrook (Glenview), Highland Park, Northwest Community (Arlington Heights) Skokie, Swedish (Chicago), and Linden Oaks Behavioral Health. NS-EE Holdings will also be acquiring Dr. Burra’s interest in the facility.

**DuPage Medical Group, LTD.-** DuPage Medical Group, LTD. is the largest independent, multispecialty physician directed medical group in the Midwest with more than 900 primary care and specialty care physicians and more than 6,000 team members, in over 150 locations. It will be transferring its ownership interest to IBJI and, subsequent to the transaction, will no longer hold an interest in this facility.

**ATTACHMENT 6****Illinois Bone and Joint Institute, LLC and IBJI ASC Ventures, LLC  
Owned Facility License:**


**Illinois Department of  
PUBLIC HEALTH** HF 123928

**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	LIC NUMBER
12/30/2022		7003189

**Ambulatory Surgery Treatment Center**

Effective: 12/31/2021

**Westmont Surgery Center LLC  
dba Salt Creek Surgery Center  
530 N Cass Avenue  
Westmont, IL 60559**

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #19-453-001 10M 9/18

← **DISPLAY THIS PART IN A  
CONSPICUOUS PLACE****Exp. Date 12/30/2022****Lic Number 7003189****Date Printed 10/5/2021****Westmont Surgery Center LLC  
dba Salt Creek Surgery Center  
530 N Cass Avenue  
Westmont, IL 60559-1503****FEE RECEIPT NO.**


**Illinois Department of  
PUBLIC HEALTH** HF 123768

**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	LIC NUMBER
07/05/2022		7003080

**Ambulatory Surgery Treatment Center**

Effective: 07/05/2021

**Ravine Way Surgery Center, LLC  
dba Ravine Way Surgery Center  
2350 Ravine Way Ste 500  
Glenview, IL 60025**

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #19-453-001 10M 9/18

← **DISPLAY THIS PART IN A  
CONSPICUOUS PLACE****Exp. Date 07/05/2022****Lic Number 7003080****Date Printed 06/04/2021****Ravine Way Surgery Center, LLC  
dba Ravine Way Surgery Center  
2350 Ravine Way Ste 500  
Glenview, IL 60025-7857****FEE RECEIPT NO.**



**ATTACHMENT 6****NS-EE Holdings, Edward Elmhurst Health Owned Facility Licenses:**

**Illinois Department of PUBLIC HEALTH** HF 123856

**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.

**Ngazi O. Ezike, M.D.**  
Director

Issued under the authority of the Illinois Department of Public Health

EXPIRATION DATE	CATEGORY	LIC. NUMBER
12/31/2022		0002717

**General Hospital**

Effective: 01/01/2022

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 • PD #19-600-001 10M 9/18

← DISPLAY THIS PART IN A  
CONSPICUOUS PLACE

Exp. Date 12/31/2022  
Lic Number 0002717  
Date Printed 9/27/2021

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

FEE RECEIPT NO.

**Illinois Department of PUBLIC HEALTH** HF 124423

**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.

**Ngazi O. Ezike, M.D.**  
Director

Issued under the authority of the Illinois Department of Public Health

EXPIRATION DATE	CATEGORY	LIC. NUMBER
12/31/2022		0000646

**General Hospital**

Effective: 01/01/2022

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 • PD #19-600-001 10M 9/18

← DISPLAY THIS PART IN A  
CONSPICUOUS PLACE

Exp. Date 12/31/2022  
Lic Number 0000646  
Date Printed 12/9/2021

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

FEE RECEIPT NO.

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD  
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 10/2018 Edition

**Illinois Department of PUBLIC HEALTH** HF 124424

**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 12/31/2022	CATEGORY	LIC. NUMBER 0003483
-------------------------------	----------	------------------------

**General Hospital**

Effective: 01/01/2022

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

The face of this license has a colored background. Printed by Authority of the State of Illinois • PD: #19-400-001 10M/9/18

← DISPLAY THIS PART IN A CONSPICUOUS PLACE

Exp. Date 12/31/2022  
Lic Number 0003483

Date Printed 12/9/2021

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

FEE RECEIPT NO.

**Illinois Department of PUBLIC HEALTH** HF 124425

**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 12/31/2022	CATEGORY	LIC. NUMBER 0005066
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**General Hospital**

Effective: 01/01/2022

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 • PD: #19-400-001 10M/9/18

← DISPLAY THIS PART IN A CONSPICUOUS PLACE

Exp. Date 12/31/2022  
Lic Number 0005066

Date Printed 12/9/2021

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

FEE RECEIPT NO.



ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD  
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 10/2018 Edition

**Illinois Department of PUBLIC HEALTH** HF 124306

**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 12/31/2022	CATEGORY	I.D. NUMBER 0001701
-------------------------------	----------	------------------------

**General Hospital**

Effective: 01/01/2022

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.D. #19-483-001 10M 5/18

← DISPLAY THIS PART IN A  
CONSPICUOUS PLACE

Exp. Date 12/31/2022  
Lic Number 0001701

Date Printed 11/22/2021

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

FEE RECEIPT NO.

**Illinois Department of PUBLIC HEALTH** HF 124426

**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 12/31/2022	CATEGORY	I.D. NUMBER 0005587
-------------------------------	----------	------------------------

**General Hospital**

Effective: 01/01/2022

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

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CONSPICUOUS PLACE

Exp. Date 12/31/2022  
Lic Number 0005587

Date Printed 12/9/2021

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

FEE RECEIPT NO.

 **Illinois Department of PUBLIC HEALTH** HF 122886

**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
06/30/2022		0003905

**General Hospital**

Effective: 07/01/2021

**Edward Hospital**  
801 S Washington St  
Naperville, IL 60540

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6-17-21

Exp. Date 06/30/2022


Lic Number 0003905

Date Printed 05/07/2021

Edward Hospital

801 S Washington St  
Naperville, IL 60540

FEE RECEIPT NO.

 **Illinois Department of PUBLIC HEALTH** HF 122683

**LICENSE, PERMIT, CERTIFICATION, REGISTRATION**

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**Ngozi O. Ezike, M.D.**  
Director

Issued under the authority of the Illinois Department of Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
06/24/2022		0005751(1)

**General Hospital**

Effective: 06/25/2021

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

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Exp. Date 06/24/2022

Lic Number 0005751(1)

Date Printed 04/06/2021

Elmhurst Memorial Hospital

155 E Brush Hill Rd  
Elmhurst, IL 60126

FEE RECEIPT NO.



**Illinois Department of PUBLIC HEALTH** HF 123275

**LICENSE, PERMIT, CERTIFICATION, REGISTRATION**

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**Ngozi O. Ezike, M.D.**  
Director

Issued under the authority of the Illinois Department of Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
08/31/2022		0005058

**Psychiatric Hospital**

**Effective: 09/01/2021**

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

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Exp. Date 08/31/2022

Lic Number 0005058

Date Printed 06/24/2021

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

FEE RECEIPT NO.

**Illinois Department of PUBLIC HEALTH** HF 123678

**LICENSE, PERMIT, CERTIFICATION, REGISTRATION**

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

**Ngozi O. Ezike, M.D.**  
Director

Issued under the authority of the Illinois Department of Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
9/10/2022		22003

**Free Standing Emergency Center**

**Licensed Beds: 15**

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

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Exp. Date 9/10/2022

Lic Number 22003

Date Printed 8/30/2021

Edward Plainfield Emergency Center

FEE RECEIPT NO.

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD  
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 10/2018 Edition

**Illinois Department of PUBLIC HEALTH** HF 122885

**LICENSE, PERMIT, CERTIFICATION, REGISTRATION**

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**Ngozi O. Ezike, M.D.**  
Director

Issued under the authority of the Illinois Department of Public Health

EXPIRATION DATE	CATEGORY	ID NUMBER
06/30/2022		7002330

**Ambulatory Surgery Treatment Center**

Effective: 07/01/2021

Elmhurst Outpatient Surgery Center  
1200 S York Rd Ste 1400  
Elmhurst, IL 60126

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← DISPLAY THIS PART IN A CONSPICUOUS PLACE

Exp. Date 06/30/2022  
Lic Number 7002330

Date Printed 05/07/2021

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

FEE RECEIPT NO.

**Illinois Department of PUBLIC HEALTH** HF 121580

**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	ID NUMBER
01/24/2022		7003127

**Ambulatory Surgery Treatment Center**

Effective: 01/25/2021

Midwest Endoscopy Center, LLC  
1243 Rickert Drive  
Naperville, IL 60540

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Exp. Date 01/24/2022  
Lic Number 7003127

Date Printed 10/27/2020

Midwest Endoscopy Center, LLC  
1243 Rickert Drive  
Naperville, IL 60540-0954

FEE RECEIPT NO.



ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD  
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 10/2018 Edition

 **Illinois Department of PUBLIC HEALTH** HF 123040

**LICENSE, PERMIT, CERTIFICATION, REGISTRATION**

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**Ngozi O. Ezike, M.D.**  
Director

Issued under the authority of the Illinois Department of Public Health

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

**Ambulatory Surgery Treatment Center**

Effective: 07/14/2021

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

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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.

**DuPage Medical Group, LTD. Owned Facilities:**

 **Illinois Department of PUBLIC HEALTH** HF 123037

**LICENSE, PERMIT, CERTIFICATION, REGISTRATION**

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

**Ngozi O. Ezike, M.D.**  
Director

Issued under the authority of the Illinois Department of Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
07/16/2022		7003098

**Ambulatory Surgery Treatment Center**

Effective: 07/17/2021

Chicago Prostate Cancer Surgery Center  
815 Pasquinelli Dr  
Westmont, IL 60559

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Exp. Date 07/16/2022  
Lic Number 7003098

Date Printed 05/28/2021

Chicago Prostate Cancer Surgery Cent  
815 Pasquinelli Dr  
Westmont, IL 60559-1276

FEE RECEIPT NO.

HF 123599

**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	I.D. NUMBER
9/9/2022		7003023

**Ambulatory Surgery Treatment Center**

Effective: 09/10/2021

DMG Surgical Center, LLC  
2725 S Technology Dr  
Lombard, IL 60143

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**#22-021**  
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Exp. Date 9/9/2022  
Lic Number 7003023

Date Printed 8/12/2021

DMG Surgical Center, LLC  
2725 S Technology Drive  
Lombard, IL 60148-5675

FEE RECEIPT NO.

HF 123429

**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	I.D. NUMBER
09/06/2022		7003162

**Ambulatory Surgery Treatment Center**

Effective: 09/07/2021

DMG Pain Management Surgery Center, LLC  
2940 Rollingridge Rd Ste 200  
Naperville, IL 60564

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CONSPICUOUS PLACE

Exp. Date 09/06/2022  
Lic Number 7003162

Date Printed 07/13/2021

DMG Pain Management Surgery Cent  
2940 Rollingridge Rd Ste 200  
Naperville, IL 60564-4226

FEE RECEIPT NO.

## ATTACHMENT 6

### Change of Ownership

**Section 1130.520(b) (1)(C)- Structure of the transaction**

*The application for exemption is subject to approval under Section 1130.560 and shall include the information required by Section 1130.500.*

IBJI Plainfield ASC, LLC will purchase 70.15548% of the outstanding units currently held by several individual physicians and DuPage Medical Group, LTD in Plainfield Surgery Center, LLC. NS-EE Holdings will also purchase Dr. Giridhar Burra's 2.52929% interest as part of the transaction. Only one physician, Neena Will, M.D. currently maintains an ownership interest of greater than 5% in the facility and, subsequent to the transaction no individual physician will maintain an interest greater than 5%.



## **ATTACHMENT 6**

### **Change of Ownership**

**1130.520(b) (1)(D)- Entity to be Licensed after transaction**

*"Name of the person who will be the licensed or certified entity after the transaction"*

The entity to be licensed after the change of ownership will remain Plainfield Surgery Center, LLC. There will be no change in the entity currently licensed by the Illinois Department of Public Health to operate the ambulatory surgical treatment center.

## ATTACHMENT 6

### Change of Ownership

**Section 1130.520(b) (1)(E)- List of Ownership**

*“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.”*

The ASTC is currently owned by NS-EE Holdings, the corporate parent of NorthShore University Health System and Edward-Elmhurst Health, DuPage Medical Group, LTD. and several individual physicians.

IBJI Plainfield ASC, LLC will be acquiring the ownership interest currently held by DuPage Medical Group, LTD. and all of the individual physician owners with the exception of Dr. Giridhar Burra whose interest will be acquired by NS- EE Holdings. IBJI Plainfield ASC, LLC is a wholly owned subsidiary of IBJI ASC Ventures, LLC, itself a wholly owned subsidiary of Illinois Bone and Joint Institute, LLC, a physician practice.

## **ATTACHMENT 6**

### **Change of Ownership**

#### **Section 1130.520(b) (1)(F)- Fair Market Value of the transaction**

*"Fair market value of assets to be transferred."*

The identified purchase price of \$2,398,597 is based on an arm's length transaction and represents the fair market value of the assets being transferred.

## **ATTACHMENT 6**

### **Change of Ownership**

#### **Section 1130.520(b) (1)(G)- Purchase price**

*"The purchase price or other forms of consideration to be provided for those assets. [20 ILCS 3960/8.5(a)]"*

The identified purchase price of \$2,398,597 is based on an arm's length transaction and represents the fair market value of the assets being transferred.

## ATTACHMENT 6

### Change of Ownership

**Section 1130.520(b)(2)- Outstanding Permits**

*“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”*

Illinois Bone and Joint Institute, LLC, IBJI ASC Ventures, LLC, IBJI Plainfield ASC, LLC and Plainfield Surgery Center, LLC have no open permit at this time. DuPage Medical Group, LTD. also has no open permits at this time, but does have a pending application before the Board. NS-EE Holdings, and Edwards-Elmhurst Healthcare have several open permits, including:

- Permit 20-008- Skokie Hospital is an affiliate of Plainfield Surgery Center, LLC and it has an open permit, approved on April 7, 2020, and has an expected project completion date of December 15, 2023.
- Permit 21-016- Glenbrook Hospital is an affiliate of Plainfield Surgery Center, LLC and it has an open permit, approved on September 14, 2021, and has an expected project completion date of December 31, 2024.
- Permit 22-018- Northwest Community Hospital Cancer Center is an affiliate of Plainfield Surgery Center, LLC and it has an open permit, approved on July 2, 2022, and has an expected project completion date of March 31, 2025.

## ATTACHMENT 6

### Change of Ownership

**Section 1130.520(b)(2)- Hospital Charity Care**

*"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"*

This change of ownership does not involve a hospital; thus this provision is NOT APPLICABLE.

## ATTACHMENT 6

### Change of Ownership

**Section 1130.520(b)(2)- Anticipated Benefits to the Community**

*"A statement as to the anticipated benefits of the proposed change in ownership to the community."*

The short and long term interests of IBJI and Plainfield align in a meaningful way that made their partnership on this project appealing. IBJI taking on an ownership interest brings with it a degree of unparalleled excellence and expertise which will benefit the patient population served by this facility. The services provided and licensee will remain unchanged but the facility will enjoy additional stability and ongoing commitment to ensuring access to quality care for this community.



## ATTACHMENT 6

### Change of Ownership

**Section 1130.520(b)(2)- Anticipated Cost Savings for the Community and Facility**

*“The anticipated or potential cost savings, if any, that will result for the community and the facility because of the change in ownership”*

This transaction will not negatively impact the service to the community as this transaction is essentially replacing a large medical group with another medical group specializing in orthopedics. The continued operation and development of this ASTC will undoubtedly yield cost savings to the facility and the community which it serves by maintaining a resource where appropriate surgical procedures can be performed outside of the hospital setting. Ambulatory Surgical Treatment Centers increase access to surgical care and provide patients with the ability to have procedures performed at costs that are significantly lower than those performed in a hospital operating suite. Those savings result in lower costs to healthcare system and the patients themselves. Since there will be no change in the services provided, access to care will remain unimpacted.

## **ATTACHMENT 6**

### **Change of Ownership**

#### **Section 1130.520(b)(2)- Quality Improvement Program**

*“A description of the facility's quality improvement program mechanism that will be utilized to assure quality control”*

Plainfield Surgery Center's quality improvement program mechanism will remain in place and in the unlikely event that the outcomes being experienced do not meet or exceed those standards, an appropriate quality improvement plan will be initiated.

## ATTACHMENT 6

### Change of Ownership

**Section 1130.520(b)(2)- Facility's Governing Body**

*"A description of the selection process that the acquiring entity will use to select the facility's governing body"*

The transaction involves shifting from a historical structure comprised of ownership among several individual physicians to ownership by the Illinois Bone and Joint Institute practice itself. It is not anticipated that the bylaws of the organization will be substantially changed. There will be some changes in the individuals currently serving on the facility's governing body. Board Members selling their interest in the facility will be leaving the Board and physicians associated with Illinois Bone and Joint Institute will be joining the Board.

From a patient, provider, and communal basis the operation of the facility will remain unchanged.

## **ATTACHMENT 6**

### **Change of Ownership**

**Section 1130.520(b)(2)- Review Criteria in 77 Ill. Admin. Code 1110.240**

*“A statement that the applicant has prepared a written response addressing the review criteria contained in 77 Ill. Adm. Code 1110.240 and that the response is available for public review on the premises of the health care facility”*

A response has been prepared addressing the review criteria in 77 Ill. Admin. Code 1110.240 and is available for public review on the premises of the facility.

## ATTACHMENT 6

### Change of Ownership

**Section 1130.520(b)(2)- Summary of Propose Changes Within 24 Months**

*“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.”*

This transaction does not envision any proposed changes to the scope of services or level of care currently provided in the facility. There is no expectation, as a result of this transaction, of any disruptions with the physicians who will perform surgeries at the facility once licensed nor will there be changes to the categories of services that are already approved under the permit for this project. We do not expect any other changes within 24 months of the acquisition.

**ATTACHMENT 7**  
**Charity Care Information**

The amount of charity care listed for the last three years provided by the applicant facility are included in the table below.

CHARITY CARE			
	2018	2019	2020
<b>Net Patient Revenue</b>	0	0	0
Amount of Charity Care (charges)	0	0	0
Cost of Charity Care	0	0	0

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

INDEX OF ATTACHMENTS			
ATTACHMENT NO.			PAGES
1	Applicant Identification including Certificate of Good Standing		25-31
2	Site Ownership		32-63
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.		64-65
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.		66-67
5	Background of the Applicant		68-73
6	Change of Ownership		74-96
7	Charity Care Information		97