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: Olympian Surgical Suites, LLC
Street Address: 1002 West Interstate Drive
City and Zip Code: Champaign 61822
County: Champaign Health Service Area: 004 Health Planning Area: 019

Legislators

State Senator Name: Scott Bennett
State Representative Name: Carol Ammons

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

Exact Legal Name: Olympian Surgical Suites, LLC
Street Address: 1002 West Interstate Drive
City and Zip Code: Champaign 61822
Name of Registered Agent: Donald Gordon
Registered Agent Street Address: 1002 West Interstate Drive
Registered Agent City and Zip Code: Champaign 61822
Name of Chief Executive Officer: Sidney Rohrscheib, MD, Administrator
Administrator Street Address: 1002 West Interstate Drive
Administrator City and Zip Code: Champaign 61822
Administrator Telephone Number: 217-693-5700

Type of Ownership of Applicants

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

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

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

Primary Contact [Person to receive ALL correspondence or inquiries]

Name: Sidney Rohrscheib, MD
Title: Administrator
Company Name: Olympian Surgical Suites, LLC
Address: 1002 West Interstate Drive Champaign 61822
Telephone Number: 217-693-5700
E-mail Address: sid@illinoisbariatric.com
Fax Number: 217-693-5711

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

Name: Julie Root, RN
Title: Director
Company Name: Olympian Surgical Suites, LLC
Address: 1002 West Interstate Drive Champaign 61822
Telephone Number: 217-693-5700
E-mail Address: julie@illinoisbariatric.com
Fax Number: 217-693-5711

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

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Street Address: 1002 West Interstate Drive			
City and Zip Code: Champaign 61822			
County: Champaign	Health Service Area:	004	Health Planning Area: 019

Legislators

State Senator Name: Scott Bennett
State Representative Name: Carol Ammons

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

Exact Legal Name: OSF Healthcare System
Street Address: 124 S.W. Adams Street
City and Zip Code: Peoria 61602
Name of Registered Agent: Danielle McNear
Registered Agent Street Address: 124 S.W. Adams Street
Registered Agent City and Zip Code: Peoria 61602
Name of Chief Executive Officer: Robert C. Sehring
CEO Street Address: 124 S.W. Adams Street
CEO City and Zip Code: Peoria 61602
CEO Telephone Number: 309-655-2850

Type of Ownership of Applicants

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

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

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

Primary Contact [Person to receive ALL correspondence or inquiries]

Name: Mark Hohulin
Title: Senior Vice President, Healthcare Analytics
Company Name: OSF Healthcare System
Address: 124 S.W. Adams Street Peoria 61602
Telephone Number: 309-308-9656
E-mail Address: mark.e.hohulin@osfhealthcare.org
Fax Number: 309-308-0530

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

Name: Michael Henderson
Title: Senior Corporate Counsel
Company Name: OSF Healthcare System
Address: 124 S.W. Adams Street Peoria 61602
Telephone Number: 309-655-2402
E-mail Address: michael.b.henderson@osfhealthcare.org
Fax Number: 309-308-5098

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: Olympian Surgical Suites, LLC
Street Address: 1002 West Interstate Drive
City and Zip Code: Champaign 61822
County: Champaign Health Service Area: 004 Health Planning Area: 019

Legislators

State Senator Name: Scott Bennett
State Representative Name: Carol Ammons

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

Exact Legal Name: Sidney Rohrscheib, MD
Street Address: 1002 West Interstate Drive
City and Zip Code: Champaign 61822
Name of Registered Agent: N/A
Registered Agent Street Address: N/A
Registered Agent City and Zip Code: N/A
Name of Chief Executive Officer: N/A
CEO Street Address: N/A
CEO City and Zip Code: N/A
Telephone Number: 217-693-5700

Type of Ownership of Applicants

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

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

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

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: Mark Hohulin
Title: Senior Vice President, Healthcare Analytics
Company Name: OSF Healthcare System
Address: 124 S.W. Adams Street Peoria 61602
Telephone Number: 309-308-9656
E-mail Address: mark.e.hohulin@osfhealthcare.org
Fax Number:

Site Ownership after the Project is Complete

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Champaign Healthcare Investors, LLC c/o MedCraft Investment Partners, LLC
Street Address or Legal Description of the Site: 1002 West Interstate Drive Champaign 61822 **Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statements, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease, or a lease.**
APPEND DOCUMENTATION AS ATTACHMENT 2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Current Operating Identity/Licensee

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

Exact Legal Name: Olympian Surgical Suites, LLC
Address: 1002 West Interstate Drive Champaign 61822

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

Operating Identity/Licensee after the Project is Complete

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

Exact Legal Name: Olympian Surgical Suites, LLC

Address: 1002 West Interstate Drive Champaign 61822

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

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

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

Organizational Relationships

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

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

Narrative Description

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

This Certificate of Exemption ("COE") application addresses the change of ownership and change in control of the Olympian Surgical Suites, LLC ("ASTC") located at: 1002 West Interstate Drive, Champaign, IL 61822. The ASTC is currently owned by Sidney Rohrscheib, MD.

As a result of the proposed change of ownership, OSF Healthcare System will be acquiring 75% ownership interest and Sidney Rohrscheib, MD will retain 25% ownership interest in Olympian Surgical Suites, LLC.

The underlying property will be owned by Champaign Healthcare Investors, LLC, c/o MedCraft Investment Partners, LLC and there will be a lease between Champaign Healthcare Investors, LLC, c/o MedCraft Investment Partners, LLC and Olympian Surgical Suites, 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: Gastroenterology, General Surgery and Plastic Surgery.

This transaction addresses the change of ownership of existing categories of services. Any changes and/or additions of categories of services will be requested in a future Certificate of Need application.

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: $ 989,700
Fair Market Value: $ 989,700

Project Status and Completion Schedules

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

- **Permit 19-057: OSF Saint Francis Medical Center Establish a Comprehensive Cancer Care Center, Peoria, expected completion date 6/30/24**
- **Permit 22-016: OSF Comprehensive Cancer Center – 3rd Floor Build Out, Peoria, expected completion date 6/30/24**

Anticipated exemption completion date (refer to Part 1130.570): Upon approval by the IHFSRB

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:

- 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 OSF Healthcare System 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.

Robert Sehring
SIGNATURE

Robert Sehring
PRINTED NAME

Chief Executive Officer
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 24th day of April 2023

Tonda L Stewart
Signature of Notary

Seal

TONDA L. STEWART
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Sep 18, 2024

*Insert the EXACT legal name of the applicant

SIGNATURE

Mike Cruz, MD
PRINTED NAME

Chief Operating Officer
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 24th day of April 2023

Tonda L Stewart
Signature of Notary

Seal

TONDA L. STEWART
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Sep 18, 2024

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 OSF Healthcare System 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.

Carol A Friesen

SIGNATURE

Carol Friesen
PRINTED NAME

Chief Executive Officer, Eastern Region
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 27th day of April 2023

Tonda L Stewart
Signature of Notary

Seal

TONDA L. STEWART
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Sep 18, 2024

*Insert the EXACT legal name of the applicant

SIGNATURE

PRINTED NAME

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this _____ day of _____

Signature of Notary

Seal

CERTIFICATION

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

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

This Application is filed on the behalf of Olympian Surgical Suites, LLC and Sidney Rohrscheib, MD 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

Sidney Rohrscheib, MD
PRINTED NAME

Administrator
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 12 day of April, 2023

Signature of Notary

Seal

"OFFICIAL SEAL"
LOU ELLEN MOLLET
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 10/1/2024

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

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 IDPH access to any 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, 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

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

SECTION IV.CHARITY CARE INFORMATION

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

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

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

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

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

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

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

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	19-20
2	Site Ownership	21-51
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	52
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	53-54
5	Background of the Applicant	55-63
6	Change of Ownership	64-66
7	Charity Care Information	67-77

Certificate of Good Standing
Olympian Surgical Suites, LLC

File Number 0195070-3

STATE OF ILLINOIS
OFFICE OF
THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, **Alexi Giannoulias,** *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*

OLYMPIAN SURGICAL SUITES, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON AUGUST 24, 2006, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 24TH *day of* JANUARY *A.D.* 2023 .

SEAL OF THE STATE OF ILLINOIS
AUG. 26TH 1818

Authentication # 2302402320 verifiable until 01/24/2024
Authenticate at: https://www.ilsos.gov

Alexi Giannoulias
SECRETARY OF STATE

Attachment 1

Certificate of Good Standing
OSF Healthcare System

File Number 0107-414-8

STATE OF ILLINOIS
OFFICE OF
THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

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

OSF HEALTHCARE SYSTEM. A DOMESTIC CORPORATION. INCORPORATED UNDER THE LAWS OF THIS STATE ON JANUARY 02. 1880. 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.

SEAL OF THE STATE OF ILLINOIS
AUG. 26TH 1818

Authentication # 2227102514 verifiable until 09/28/2023
Authenticate at: https://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* 28TH *day of* SEPTEMBER *A.D.* 2022 .

Jesse White
SECRETARY OF STATE

Attachment 1

Site Ownership

The land where the facility is located is owned by Champaign Healthcare Investors, LLC, c/o MedCraft Investment Partners, LLC, who in turn leases the facility to Olympian Surgical Suites, LLC. Included as evidence of site ownership is copy of the building lease between Champaign Healthcare Investors, LLC c/o MedCraft Investment Partners, LLC and Olympian Surgical Suites, LLC.

Site Ownership

BUILDING LEASE AGREEMENT
(Absolute Net)

DATE:	June7 , 2022	("Effective Date")
BETWEEN:	**CHAMPAIGN HEALTHCARE INVESTORS, LLC**	("Landlord")
(address)	c/o MedCraft Investment Partners, LLC 12800 Whitewater Drive, Suite 20 Minneapolis, Minnesota 55343	
AND:	**OLYMPIAN SURGICAL SUITES, LLC and SIDNEY P. ROHRSCHEIB, M.D., P.C.,**	
	d/b/a Illinois Bariatric Center	(collectively, the "Tenant")
(address)	1002 Interstate Drive Champaign, Illinois 61822	
LOCATION:	Olympian Surgical Suites/Illinois Bariatric Center 1002 Interstate Drive Champaign, Illinois	

LANDLORD AND TENANT hereby covenant and agree as follows:

1. BASIC PROVISIONS.

(a) PREMISES: The Building located at 1002 Interstate Drive, Champaign IL 61822, containing approximately 15,800 square feet of Gross Building Area, together with the Land and all other improvements from time to time located on the Land. The Building is comprised of 11,300 square feet of Gross Building Area of surgical center space (the "Surgical Center Space") and 4,500 square feet of Gross Building Area of medical office space (the "Medical Office Space). The general layout of the Premises is shown in Exhibit C.

(b) COMMENCEMENT DATE: The Term of the Lease shall commence upon the Effective Date.

(c) TERM: The period of Ten (10) years beginning on the Commencement Date. If the last day of such period is not the last day of the calendar month, the Term will extend to the last day of such calendar month. In addition, the Tenant has two (2) options to renew the Term of this Lease subject to the terms and conditions set forth in Exhibit D attached hereto.

(d) PERMITTED USE: A medical facility and related uses including, but not limited to, use as an ambulatory surgical center and medical office building.

(e) BASE RENT: Base Rent shall be comprised of (i) $30.00 per year for each square foot of Gross Building Area of Surgical Center Space, plus (ii) $25.00 per year for

each square foot of Gross Building Area of Medical Office Space, each increased on a cumulative basis by 2% per year on each anniversary of the Commencement Date. Notwithstanding the foregoing, if the Commencement Date is not the first day of a month, the first Base Rent adjustment date will be the first day of the month next following the first anniversary of the Commencement Date and subsequent Base Rent adjustments will be made on each annual anniversary of such Base Rent adjustment date. As such, the Base Rent payable under this Lease is shown in the following tables:

Surgical Center Space			
Period	Base Rent per square foot of Gross Building Area	Annual Base Rent	Monthly Installment of Base Rent
Year 1	$30.00	$339,000.00	$28,250.00
Year 2	$30.60	$345,780.00	$28,815.00
Year 3	$31.21	$352,673.00	$29,389.42
Year 4	$31.83	$359,679.00	$29,973.25
Year 5	$32.47	$366,911.00	$30,575.92
Year 6	$33.12	$374,256.00	$31,188.00
Year 7	$33.78	$381,714.00	$31,809.50
Year 8	$34.46	$389,398.00	$32,449.83
Year 9	$35.15	$397,195.00	$33,099.58
Year 10	$35.85	$405,105.00	$33,758.75

Medical Office Space			
Period	Base Rent per square foot of Gross Building Area	Annual Base Rent	Monthly Installment of Base Rent
Year 1	$25.00	$112,500.00	$9,375.00
Year 2	$25.50	$114,750.00	$9,562.50
Year 3	$26.01	$117,045.00	$9,753.75
Year 4	$26.53	$119,385.00	$9,948.75
Year 5	$27.06	$121,770.00	$10,147.50
Year 6	$27.60	$124,200.00	$10,350.00
Year 7	$28.15	$126,675.00	$10,556.25
Year 8	$28.66	$128,970.00	$10,747.50
Year 9	$29.23	$131,535.00	$10,961.25
Year 10	$29.81	$34,145.00	$11,178.75

(f) ADDITIONAL RENT: As Additional Rent due hereunder, Tenant shall reimburse Landlord on an annual basis for Landlord's Insurance Costs (as such term is defined hereafter).

2. **EXHIBITS.** The exhibits to this document are a part of this Lease and consist of:

Exhibit A	Description of Land
Exhibit B	Building Regulations
Exhibit C	Plan of Premises

Site Ownership

Exhibit D Additional Terms

3. **DEFINITIONS.** In this Lease:

(a) "Affiliate" means a person or entity which controls, is controlled by, or is under common control with a party (where "control" means direct or indirect ownership of at least 50% of the voting interests in an entity; or where control of the decision making of such entity's governing board is exercised through the provisions of organizational or contractual documents; or where a majority of the board of directors of an entity consists of persons who are simultaneously a majority of the board of directors of the affiliated entity).

(b) "Building" means the building now or hereafter located on the Land (including any expansions thereof).

(c) "Gross Building Area" means the gross building area of the Building determined as set out in the BOMA Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-2010.

(d) "Hazardous Materials" means any substance, including asbestos or any substance containing asbestos, the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, medical waste, chemicals, pollutants, effluents, contaminants, emissions or any other or related materials and items included in the definition of hazardous or toxic wastes, materials or substances under any applicable laws.

(e) "Land" means the property described in Exhibit A and any additional property that may be acquired or leased by Landlord for the Project.

(f) "Landlord's Insurance Costs" means the insurance premiums paid by Landlord for the insurance Landlord is required to maintain under Section 22(a) of this Lease.

(g) "Landlord Parties" means Landlord, its property and asset manager, their affiliates, and their respective officers, directors, partners, shareholders, members and employees.

(h) "Mortgage" means any mortgage, deed of trust, security deed, or other security agreement from time to time on all or any part of or interest in the Project and any underlying lease under which Landlord from time to time holds its interest in the Land or other portions of the Project, and the "holder" of any Mortgage will include the trustee and beneficiary under any such deed of trust or security deed and the lessor under any such underlying lease and the "foreclosure" of any Mortgage will include conveyance in lieu of foreclosure of any such mortgage, deed of trust or security deed, termination of any such underlying lease for default, or repossession in lieu of any such termination.

(i) "Project" means the Land and Building and other areas and improvements for which Landlord may from time to time have obligations, and any equipment and personal property of Landlord exclusively used on-site in connection therewith.

(j) "Prohibited Use" means the performance of abortions or euthanasia.

(k) "Rent" means the aggregate of the Base Rent, Additional Rent, and all other amounts payable by Tenant to Landlord under this Lease.

(l) "Taxes" means all federal, state, county, or local governmental, special district, improvement district, municipal or other political subdivision taxes, fees, levies, assessments, charges or other impositions of every kind and nature, whether foreseen or unforeseen, general, special, ordinary or extraordinary, payable by Landlord and assessed against the Building or the Land during the Term, including without limitation, real estate and other ad valorem taxes, general and special assessments, interest on any special assessments paid in installments, transit taxes, and water and sewer rents.

4. **GRANT OF LEASE.** Landlord hereby leases the Premises to Tenant and Tenant hereby accepts the Premises from Landlord to have and to hold during the Term, subject to the terms and conditions of this Lease.

5. **RENT PAYMENT.**

(a) Tenant will pay the Rent in lawful money of the United States to Landlord at the address set out at the head of this Lease or at such other place as Landlord from time to time designates, without demand and without any reduction, abatement, counterclaim or setoff, as follows:

(i) Base Rent will be paid in advance and without notice on or before the first day of each month during the Term in monthly installments, each equal to one-twelfth of the annual Base Rent.

(ii) On or about the Commencement Date and prior to each calendar year thereafter, Landlord shall provide Tenant with copies of paid invoices for Landlord's Insurance Costs, and Tenant shall within thirty (30) days thereafter reimburse Landlord for such costs.

(iii) Landlord shall prorate, on a per diem basis, all Rent for any partial month within the Term. In addition, all other amounts payable by Tenant under this Lease shall be deemed Rent and Landlord shall have all rights against Tenant for default in any payment as in the case of arrears of rent. The obligation to pay Rent accruing prior to the expiration or earlier termination of this Lease and the obligation to pay any damages and costs arising out of a default by Tenant under this Lease will survive the expiration or earlier termination of this Lease.

(iv) Other charges will be paid on or before the first day of the month following notice of the charge, unless a different time for payment is specified in this Lease.

(b) All amounts payable by Tenant to Landlord under this Lease will be deemed Rent and Landlord will have all rights against Tenant for default in any payment as in the case of arrears of rent. The obligation to pay Rent survives the expiration or earlier termination of this Lease or of Tenant's right to possession of the Premises.

6. **SERVICE CHARGES.** Tenant will pay Landlord a late charge of 5% of any payment of Rent which is not made within fifteen days after it becomes due, and $100.00 for each check presented by Tenant which is returned unpaid due to insufficient funds or other reason. In addition, any Rent not paid within five days after it becomes due will bear interest from the date due to the date paid at 4% per annum above the prime rate quoted in the Money Rates column of *The Wall Street Journal* as of the first business day of the month such amount became due, but in no event greater than the highest rate permitted by law. If *The Wall Street Journal* discontinues publication or quotation of the prime rate, Landlord will substitute an index or procedure which reasonably reflects and monitors commercial borrowing costs.

7. **ABSOLUTE NET LEASE.** This Lease is an "absolute net lease" and Tenant's obligations to pay Rent and other amounts under this Lease shall be absolute and unconditional. Except as otherwise set out in this Lease, all costs, expenses and obligations relating to the Premises and the use and occupancy thereof which may arise or become due and payable with respect to the Term (whether or not the same shall become payable during the Term or thereafter), shall be paid by Tenant, and Landlord shall be indemnified, defended and saved harmless by Tenant from and against the same.

8. **TAXES.**

(a) Subject to the provisions of this Section 8, Tenant shall pay all Taxes prior to delinquency directly to the taxing authority.

(b) During the first and last years of the Term, all such taxes and assessments which shall become payable during each of the calendar, fiscal, tax or assessment years, as applicable, shall be ratably adjusted on a per diem basis between Landlord and Tenant in accordance with the respective portions of such calendar, fiscal, tax or assessment year. If any special assessments are due in installments, Tenant shall pay only those installments that are due and payable during the Term.

(c) Tenant shall have the right to contest Taxes, either in its own name or in the name of Landlord; provided that any such contest undertaken by Tenant shall be at Tenant's sole cost and expense, and that, if there is an imminent forfeiture of title to the Premises or any portion thereof due to such contest, Tenant shall either pay any contested amount or post a bond or other security sufficient to forestall such forfeiture. Within seven (7) days after either party hereto receives notice of valuation from the relevant appraisal district and/or any other applicable

governmental authority with respect to the Premises ("Appraisal Notice"), such party shall deliver a copy of such Appraisal Notice to the other party. Within fourteen (14) days after Tenant receives a copy of the Appraisal Notice from Landlord or a governmental authority, Tenant may send Landlord a written request to contest the amount or validity of the Appraisal Notice. Landlord shall have no obligation to contest the amount or validity of the relevant Appraisal Notice, but if Landlord fails to institute such a protest within fourteen (14) days after receiving Tenant's request, then Tenant shall be free to contest the amount or validity of the relevant Appraisal Notice at Tenant's sole cost, and Landlord shall reasonably cooperate with Tenant in that contest.

9. **ADDITIONAL OCCUPANCY TAXES.** Tenant will pay to Landlord the amount of any taxes (other than income tax), excises, charges, levies, fees or assessments payable by Landlord upon or by reason of any Rent reserved to Landlord, the renting of any part of the Project to Tenant, Tenant's use or occupancy of any part of the Project, or any fixture or personal property in the Premises which does not belong to Landlord. If the taxing authority fails to render a separate tax bill for trade fixtures and personal property in the Premises, Landlord will reasonably allocate for payment by Tenant the portion of such taxes attributable to such trade fixtures and personal property.

10. **OCCUPANCY OF THE PREMISES.** Landlord and Tenant acknowledge that Tenant is already in possession of the Premises and Tenant accepts possession of the Premises as of the Commencement Date in its "as-is" condition, without representation or warranty of any kind, but subject to the terms of this Lease.

11. **CARE OF PREMISES.**

(a) Tenant shall, at its sole cost and expense, keep and maintain, repair, and replace the Premises in first class condition in accordance with all applicable laws (including, but not limited to, plumbing, electrical, HVAC, and other mechanical systems) and in a clean and safe condition, ordinary depreciation and damage by fire or other casualty excepted and, except as otherwise provided in Section 28, with reasonable promptness, will make all necessary and appropriate repairs thereto of every kind and nature, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen, capital or non-capital or arising by reason of a condition existing prior to or after the commencement of the Term of this Lease (concealed or otherwise). All repairs shall, to the extent reasonably achievable, be at least equivalent in quality to that in existence on the Commencement Date reasonable wear and tear excepted. In addition, at its expense, Tenant (i) shall constantly maintain the landscaped areas of the Premises in a reasonable state of repair; (ii) shall not commit waste or permit impairment or deterioration of the Premises or any part thereof ordinary wear and tear excepted; (iii) shall not alter the design or structural character of the Building or any other improvements now or hereafter erected on the Land without the prior written consent of Landlord; (iv) shall not remove from the Premises any of the fixtures and personal property of Landlord unless the same is immediately replaced with property of at least equal value and utility and free of liens and encumbrances; (v) shall not vacate or abandon

the Premises or any part thereof; (vi) shall maintain the interior of the Building in a sanitary condition, free of insects, rodents, vermin and other pests, (vii) shall provide first-class interior janitorial services and cleaning the interior and exterior surfaces of all glass, (viii) shall repaint the painted surfaces of the Building and redecorate the interior portions of the Building at reasonable intervals as needed, and (ix) shall store all garbage, trash and other refuse in approved containers away from public view at ground level and in conformance with governmental laws and regulations and remove such items on a regular basis. On or about the beginning of each fiscal year of Tenant, Tenant shall provide to Landlord an itemized copy of Tenant's repair and maintenance budget for the coming fiscal year with comparison to the prior year budget and actual expenditures, certified as being correct by an officer of Tenant.

(b) If Tenant fails to perform any work set out in this Section within 30 days after notice from Landlord (or, if such work reasonably requires more than 30 days to complete, if Tenant fails to commence performance within such 30 day period and thereafter carry out performance with all due diligence) or such shorter period as may be appropriate in an emergency, Landlord may enter the Premises and perform the work without liability to Tenant for any loss or damage that Tenant may incur. If Landlord performs the work, Tenant shall pay to Landlord the cost of the work, plus 10% for Landlord's overhead and coordination.

12. **UTILITIES & SERVICES.** Tenant will contract for all services and utilities Tenant desires in connection with Tenant's use and occupancy of the Premises, including, but not limited to, telephone and data service, electricity, water, natural gas, security and safety, pest control, landscaping, trash removal and janitorial. Tenant will pay directly to the applicable service or utility companies, prior to delinquency, all charges of every nature, kind or description for services and utilities Tenant obtains for the Premises. It is understood that the use by Tenant of the Premises may require that the parties enter into contracts or agreements with local, county, state or other governmental agencies or bodies or with public utilities with reference to storm sewer, sanitary sewer, gas, water, electric, telephone or other utility lines or connections, stormwater management or easement agreements. Landlord agrees to execute such written contracts, agreements, easement agreements, and consents as are reasonably required for Tenant's use of the Premises, provided such are reasonably acceptable to Landlord. Tenant shall be entitled, at no cost, to the use of any and all utility capacity allocable to the Premises and heretofore reserved by or assigned to Landlord. Landlord agrees to execute all such written contracts, agreements, easement agreements, and consents as are reasonably required for Tenant's use of such capacity, provided such are reasonably acceptable to Landlord. Landlord will not be liable in damages or otherwise if any service to be provided by Landlord or other supplier is interrupted or terminated because of necessary repairs, installations or improvements or any cause beyond the control of Landlord, nor will any such event be construed as an eviction of Tenant, work an abatement of rent, or relieve Tenant from fulfilling any obligation of the Lease.

13. **ALTERATIONS BY TENANT.** Tenant will not make or allow to be made any alteration, addition or improvement to the Premises without first providing a copy of the plans and

specifications for such work to Landlord and obtaining Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, no consent will be required for any single alteration, addition or improvement which costs $50,000 or less, provided such alterations, additions or improvements do not materially affect the exterior of the Building, the structural, or life safety systems or facilities of the Building, the core mechanical, electrical or plumbing infrastructure of the Building, or are not made in connection with a change of Tenant's principal use of the Premises, and so long as Landlord is given no less than fifteen (15) days' advance written notice specifying such work and the work is otherwise carried out in conformance with this Lease. All work will be performed at Tenant's expense in a first class skillful manner and such work that is subject to Landlord's approval will be performed in accordance with such plans and specifications by one or more contractors approved by Landlord, which approval will not be unreasonably withheld, conditioned, or delayed. Tenant will obtain builder's risk insurance or cause the contractor to do the same to cover the work performed. Tenant will cause each contractor to carry workers' compensation insurance in accordance with statutory requirements, and commercial public liability insurance, with Landlord (and other parties reasonably requested by Landlord) named as additional insured, in amounts at least equal to those set out in Section 22(b), and will submit evidence of the coverage to Landlord prior to commencement of the work. Tenant will be responsible for the payment of any direct out of pocket expense incurred by Landlord in connection with reviewing or inspecting any alteration, addition or improvement made to the Premises. Any alteration, addition or improvement made to the Premises (other than movable equipment, furniture and other trade fixtures owned by Tenant or other occupant) will be surrendered to Landlord upon expiration or earlier termination of this Lease or of Tenant's right to possession of the Premises. Upon completion of any such work, Tenant will provide Landlord with a copy of "as-built" plans for such work (including a copy by electronic format), to the extent provided for like alterations.

14. CONSTRUCTION LIENS.

(a) Tenant will not permit any liens to stand against the Premises or Tenant's leasehold interest therein, or the Project or Landlord's interest therein, for any labor, skill, material, machinery, tools or equipment furnished or claimed to be furnished to or on account of Tenant or any subtenant or other occupant in connection with any work in or about the Premises. Tenant will give notice to Landlord of the filing of any such lien within 24 hours of Tenant's receipt of it and cause it to be discharged within ten days of its filing. If Tenant fails to so discharge the lien, Landlord may (but will not be obligated to) discharge the lien by paying the amount claimed to be due or by bonding the lien in accordance with applicable law, or exercise such other remedies therefor as may be permitted by law, and the amount paid and all Landlord's expenses including reasonable attorney fees will be paid by Tenant to Landlord.

(b) At least 15 days prior to any scheduled work in the Premises and reasonably in advance of any other work by Tenant or other occupant, Tenant will notify Landlord of the proposed work and the names and addresses of the parties supplying labor and materials for the proposed work so Landlord can avail itself of

protective rights available to it under any laws governing construction liens. Prior to and during the period of any such work in the Premises, Landlord may post at the Premises a notice of non-liability for such work and take any further action Landlord may deem proper for protection of Landlord's interest in the Premises.

15. **USE OF PREMISES.**

(a) Tenant will not occupy or use the Premises or permit them to be occupied or used for any purpose other than the Permitted Use set out in Article 1, or in a manner which is unlawful, disreputable or creates any nuisance or fire hazard or which would invalidate or increase the rate for insurance coverage on the Project or any portions thereof or contents therein or which would interfere with, annoy, or disturb the Landlord or other operator or manager of the Project. Tenant will not occupy or use the Premises or permit them to be occupied or used for any Prohibited Use.

(b) All physicians using and occupying the Premises must at all times be properly licensed to practice their respective medical specialties within the scope of the Permitted Use set out in Article 1.

(c) Tenant will not occupy or use the Premises or permit them to be occupied or used other than for the Permitted Use set out in Article 1 above without the prior written approval of Landlord.

(d) Tenant will comply with all laws, ordinances, orders, rules, regulations and restrictions of any governmental authority or contained in any agreement relating to the use, condition or occupancy of the Premises. Tenant will be responsible for all costs and liabilities which may arise out of failure to construct and operate the Premises in compliance with the provisions of the Americans with Disabilities Act and other laws relating to accessibility within the Premises. Tenant will comply with rules and regulations adopted by Landlord from time to time in good faith for the safety, care and cleanliness and preservation of good order in the Building and the Project, including but not limited to those set out in Exhibit B.

(e) Tenant will obtain and keep in force all licenses, permits, and governmental approvals required in connection with the Permitted Use of the Premises, and will comply with all laws and regulations pertaining thereto. Tenant will not permit any odors to be emitted from the Building which may be perceived in areas outside the Building. Medical and sharps waste will be handled, stored, and disposed of in full compliance with all laws, regulations and licenses and in accordance with the best practices of the medical profession. No medical or sharps waste will be disposed of in the refuse collection and disposal system for the Building, and Tenant will be responsible at Tenant's cost for the collection, storage, removal and disposal of medical and sharps waste generated from the Premises. Tenant will indemnify, hold harmless and defend each of the Landlord Parties from and against any claims, costs and liabilities arising out of Tenant's failure to handle, store or dispose of medical or sharps waste as required by this Lease. Tenant's indemnity obligations under this Section shall survive the cancellation or termination of this Lease.

16. **ENVIRONMENTAL.**

(a) Tenant acknowledges that Landlord has made no representations or warranties of any kind, express or implied, regarding the presence or absence of Hazardous Materials in or about the Premises, and that Tenant is relying solely upon such observations, tests and investigations as Tenant deems reasonably appropriate in connection with the Premises and the presence or absence of any such substances or materials. Tenant hereby releases Landlord and the agents or brokers of Landlord, and their respective officers, employees or agents, and the successors or assigns of any of them, arising out of or resulting from or due to the existence of or release or threatened release of Hazardous Materials, which were or are claimed or alleged to have been deposited, stored, disposed of, removed from, placed, or otherwise located or allowed to be located on the Premises, or in connection with the removal, disposal, storage, or containment of any such substances or materials.

(b) Tenant shall not cause or permit the storage, use, generation, or disposition of any Hazardous Materials in or about the Premises, other than incidental amounts of such Hazardous Materials as may be reasonably required for the permitted Use of the Premises. Such incidental Hazardous Materials in the Premises shall be stored, used, generated and disposed of in full compliance with all laws, regulations and licenses and the recommendations of the suppliers thereof. Tenant shall be responsible at Tenant's cost for the collection, storage, removal from the Premises, and disposal of all Hazardous Materials in full compliance with all laws, regulations and licenses. Tenant shall indemnify, hold harmless and defend each of the Landlord Parties and the holder under any Mortgage from and against any claims, costs and liabilities arising out of Tenant's breach of the foregoing obligations or any removal or clean-up of any such Hazardous Materials brought onto or produced in the Premises by Tenant or its subtenants or other occupants and any restoration work required thereby.

17. **SIGNS AND GRAPHICS.** Subject to Landlord's reasonable approval, Tenant may install, at Tenant's expense, the maximum building, pylon and monument signage permitted by applicable laws. Any signage not approved or otherwise permitted by Landlord may be removed by Landlord without liability to Tenant for any loss or damage Tenant may incur. If so removed, Tenant will pay to Landlord the cost of removal and restoration.

18. **TRADE FIXTURES.** Movable equipment, furniture and other trade fixtures owned by Tenant and installed in the Building remain Tenant's property. Any such property may be removed by Tenant in the ordinary course of its business and will be removed at the expiration or earlier termination of this Lease or of Tenant's right to possession of the Premises, except that if Tenant is in default of this Lease, Landlord will have a lien on the property as security against loss or damage from the default and the property will not be removed by Tenant until the default is cured. Tenant will promptly repair at its expense any damage to the Building or any other part of the Project caused by the removal of the property.

19. ASSIGNMENT OR SUBLEASE BY TENANT.

(a) Tenant will not assign or otherwise transfer this Lease or any interest in this Lease, nor sublet all or any part of the Premises or permit occupancy of the Premises by anyone other than Tenant, except with Landlord's prior written consent. If Tenant is a corporation, limited liability company, partnership, or other form of business entity, transfer of effective control of the Tenant constitutes an assignment under this Article. In determining whether to give consent, Landlord may consider all relevant factors, including but not limited to covenants made by Landlord in any financing agreement, or master agreement and the financial background and status and business history of the proposed assignee, transferee, sublessee or occupant. Consent by Landlord to any assignment or other transfer of this Lease or any subletting or other occupancy of the Premises will not operate as a waiver of Landlord's rights under this Article. No assignment or other transfer or subletting or other occupancy will release Tenant of any of its obligations or waive any of Landlord's rights under this Lease. The acceptance of rent from someone other than Tenant will not be deemed to be a waiver of any of the provisions of this Lease or consent to any assignment or other transfer of this Lease or subletting or other occupancy of the Premises.

(b) Neither Tenant's rights nor Tenant's interest in this Lease will pass to any trustee or receiver in bankruptcy or assignee for the benefit of creditors, or by operation of law, and this Lease will terminate automatically upon the happening of any of those events.

(c) Tenant will reimburse Landlord for any costs and legal fees reasonably incurred by Landlord in connection with any proposed assignment or other transfer or sublease or other occupancy. Tenant will also pay over to Landlord upon receipt any consideration received by Tenant in connection with any assignment or other transfer of this Lease (after first deducting any reasonable out-of-pocket costs incurred by Tenant in effecting such assignment or other transfer) and any rent or other consideration received by Tenant in connection with any sublease or other occupancy of the Premises which (after first deducting any reasonable alteration costs, commissions and legal fees incurred by Tenant in effecting the sublease or other occupancy) is in excess of the Rent for the comparable period (or, if the sublease or other occupancy is for less than all of the Premises, in excess of the pro rata portion of the Rent for the comparable period).

(d) No assignment or other transfer of this Lease will be effective unless it is in compliance with this Article and the assignee or other transferee has agreed with Landlord in writing to perform and comply with all of Tenant's obligations under this Lease. No subletting or other occupancy of all or any part of the Premises will be effective unless it is in compliance with this Article and the subtenant or other occupant has agreed with Landlord in writing to attorn to Landlord at Landlord's written request upon any termination of this Lease prior to the expiration of the sublease.

Site Ownership

20. SUBORDINATION.

(a) This Lease is subject and subordinate to all Mortgages now or hereafter placed on all or any part of the Project or any interest in the Project, and any renewal, modification, consolidation, replacement or extension of any such Mortgages. However, no such subordination will be effective unless such holder has delivered to Tenant a written agreement that this Lease and Tenant's rights under this Lease will not be disturbed by such holder so long as Tenant is not in default of this Lease beyond any applicable notice and cure periods. Moreover, if the holder under any Mortgage so elects (with the consent of the holders of any prior Mortgages), this Lease will in whole or in part be deemed prior in lien to such Mortgage regardless of the date of recording. Tenant will within 20 days after Landlord's request execute and deliver without further consideration any instruments desired by Landlord evidencing the priority or subordination of this Lease to such Mortgage.

(b) Tenant will upon the request of the successor in interest of Landlord following the foreclosure of any Mortgage or conveyance in lieu of any such foreclosure, whether voluntary or by operation of law, attorn to and become the tenant of the successor in interest, but the successor in interest will not be liable for any act or omission of any prior Landlord, or subject to any offsets or defenses Tenant may have against any prior Landlord, or subject to repayment of any Security Deposit made to any prior Landlord except to the extent such Security Deposit is transferred to such successor in interest, or bound by any prepayment of Rent more than one month in advance or by any amendment or modification of this Lease made without the consent of the holder under such Mortgage.

21. ACKNOWLEDGMENT. Within 20 days after Landlord's request, Tenant will execute, acknowledge and deliver a statement addressed to Landlord, the holder or any prospective holder under any Mortgage, or other assignee, transferee or others designated by Landlord, certifying that this Lease is in full force and effect and has not been modified or amended except as set out in the statement, the date of commencement and expiration of the Term, the date to which Rent has been paid, that there are no current defaults by Landlord or Tenant except as set out in the statement, and as to any other matters pertaining to this Lease as may be reasonably requested. Any party to whom such statement is addressed will be entitled to rely thereon.

22. INSURANCE.

(a) During the term of this Lease, Landlord shall maintain "Causes of Loss – Special Form" property insurance which shall (1) cover damage to the Building, from perils covered by the causes-of-loss special form, and include ordinance of law coverage and also insuring against risks of flood, if the Building is in a flood hazard area, (2) be written for not less than the full replacement cost of the Building on an agreed value basis with a commercially reasonable premium and a commercially reasonable deductible.

(b) Tenant will procure and maintain, at its own cost and expense, commercial general liability insurance with contractual liability coverage insuring Tenant, Landlord (and any other parties reasonably requested by Landlord) from all claims, demands or actions for personal injury or death or property damage in or about the Premises in amounts which are from time to time reasonably required by Landlord, but not less than $3,000,000 for injury or death sustained by one or more persons as a result of any one occurrence and $1,000,000 for damage to property as a result of any one occurrence, workers' compensation insurance within statutory limits covering Tenant's employees in the Premises, casualty insurance with so-called "all-risk" and water damage coverage in amounts sufficient to fully cover all improvements in or about the Premises installed by or on behalf of Tenant, naming Landlord as a mortgagee/loss payee to the extent of its insurable interest therein, and insuring all personal property and equipment in the Premises not owned by Landlord, and professional liability insurance in amounts that are from time to time reasonably required by Landlord, but not less than $1,000,000 for each occurrence and $2,000,000 annual aggregate. The insurance will be in a form and with an insurer reasonably acceptable to Landlord and will not be subject to cancellation or material change except after at least 30 days' written notice to Landlord. Each policy or a duly executed certificate, together with satisfactory evidence of the payment of premiums, will be deposited with Landlord before the Commencement Date and at least 30 days before expiration of each such policy.

23. **SURRENDER OF PREMISES.** Upon the expiration or earlier termination of this Lease or of Tenant's right to possession of the Premises, Tenant at its expense will immediately (i) remove all communications cabling, any specialized improvements and equipment as may be requested by Landlord, and other goods and effects of Tenant and any persons claiming under Tenant, and (ii) surrender the Premises to Landlord peaceably and quietly in as good order and condition as they were in on the Commencement Date or were thereafter placed by Landlord, reasonable wear and tear excepted. If Landlord so requests, Tenant at its cost will remove any alterations, additions, or improvements which were made to the Premises without Landlord's written approval and restore the Premises to the same condition as the Premises were in prior to the unapproved alteration, addition or improvement. Tenant at its cost will repair any damage to the Building or the Project resulting from removal of any property of Tenant or persons claiming under Tenant. Any such property left in or about the Premises after expiration or earlier termination of this Lease or of Tenant's right to possession of the Premises will be deemed abandoned and may at Tenant's expense be disposed of by Landlord as Landlord deems expedient in compliance with applicable law. The provisions of this Section will survive the expiration or earlier termination of this Lease or of Tenant's right to possession of the Premises.

24. **QUIET ENJOYMENT.** Tenant, on paying the rent and performing its obligations under this Lease, will peacefully have, hold and enjoy the Premises subject to the terms of this Lease.

Site Ownership

25. RIGHTS RESERVED TO LANDLORD.

(a) Landlord, its agents, representatives or designees, may enter the Building or other portions of the Premises at all reasonable hours to inspect the Premises, to make repairs, alterations or additions to the Premises, the Building or other improvements, to show the Premises to the holder or any prospective holder under any Mortgage, any prospective purchaser of the Project, any prospective tenant of the Premises, or for other reasonable purposes as Landlord deems necessary or desirable. Except in an emergency or for routine services such as janitorial services, Landlord will whenever reasonably possible consult with or give reasonable notice to Tenant at the Premises prior to such entry. Entry for showing the Premises to prospective tenants may only be made when Tenant is in default or during the last 12 months of the Term.

(b) In entering the Building or other portions of the Premises or carrying out any work under this Article, Landlord will not interfere with Tenant's use of the Premises and operation of its business any more than is reasonably necessary under the circumstances and will repair any damage to the Premises caused by the work. Landlord will not be liable in damages or otherwise for interference with Tenant's use of the Premises or operation of its business, nor will the entry or work be construed as an eviction of Tenant, work an abatement of rent, or relieve Tenant from fulfilling any obligation under this Lease.

26. ASSIGNMENT BY LANDLORD. Landlord may sell, convey, transfer or assign, in whole or in part, its rights and obligations under this Lease and in the Project subject to the rights of Tenant under this Lease, and Tenant will attorn to the transferee. The assigning Landlord will have no further liability for matters arising or accruing after such assignment.

27. CONDEMNATION. If the entire Project is taken by condemnation or eminent domain for any public purpose (or purchased under threat of taking) this Lease will terminate as of the date of taking or purchase. If part of the Project is so taken or purchased and Landlord determines that substantial alteration, reconstruction or demolition of all or a substantial part of the Project is necessary or desirable, or that sufficient proceeds from the condemnation award are not available for Landlord to restore the remainder of the Project, Landlord may terminate this Lease as of the date of such taking or purchase upon giving notice to Tenant within 60 days after the date of such taking or purchase. If a portion of the Project is affected by such taking or purchase and this Lease is not so terminated, Landlord will promptly restore the remainder of the Project to as near the condition which existed prior to the taking or purchase as reasonably possible, the Base Rent and Additional Rent will be appropriately reduced for the period following the date of taking or purchase to reflect the reduction in Gross Building Area. Landlord will not be responsible for any loss of trade fixtures or personal property in or about the Project as a result of such taking or purchase, and Tenant will promptly repair and replace those items to as near the condition that existed prior to the taking or purchase as reasonably possible. Subject to the rights of the holders under any Mortgages, the entire award or other compensation for any taking or purchase of the fee or leasehold or both will belong to Landlord, but Landlord will not be entitled to any separate award or compensation made to Tenant for trade fixtures

owned by Tenant or for Tenant's relocation or moving expenses so long as it does not reduce the award or other compensation to which Landlord is otherwise entitled.

28. **DAMAGE TO BUILDING.** If all or a substantial part of the Building is damaged or destroyed by fire or other casualty and Landlord determines that substantial alteration, reconstruction or demolition of all or a substantial part of the Building is necessary or desirable or that sufficient insurance proceeds are not available for Landlord to repair any such damage or destruction, Landlord may terminate this Lease by giving written notice to Tenant within 90 days after the damage or destruction. If a portion of the Building is damaged by fire or other casualty and this Lease is not so terminated, Landlord will promptly restore the Building (other than the improvements which Tenant is required to insure under Article 20) to as near the condition which existed prior to such damage or destruction as reasonably possible, and the Base Rent and Additional Rent will be reduced during the time the Building is untenantable in the proportion that the untenantable portion of the Building bears to the entire Building. Landlord will not be responsible to Tenant for damages to or destruction of merchandise, movable equipment, furniture and other trade fixtures and personal property in or about the Premises regardless of the cause of damage or destruction, and Tenant will promptly repair and replace those items to as near the condition that existed prior to the damage or destruction as reasonably possible. Landlord will have exclusive right to all insurance proceeds relating to any improvements (other than Tenant's trade fixtures and personal property) installed by or on behalf of Tenant.

29. **HOLDING OVER.**

(a) If Tenant holds over after expiration or earlier termination of this Lease without written consent of Landlord, Tenant will become a tenant at sufferance only at a rental rate equal to 150% of the Base Rent in effect for the month immediately preceding the expiration or termination (or the market rate, if greater), plus all other Rent which would be payable had the Term remained in effect and otherwise subject to the terms of this Lease. No unauthorized holding over will operate to extend the Term and Tenant will indemnify each of the Landlord Parties against all claims for damages of any kind resulting from the holdover.

(b) Any holding over with the consent of Landlord in writing will be deemed an occupancy of the Premises as a tenant from month to month, at a monthly rental equal to the installment of Base Rent in effect for the month preceding the expiration or termination plus all other Rent which would be payable had the Term remained in effect, or such other amount as is set out in the consent, and subject to all other terms and conditions of this Lease to the extent they are applicable to a month to month lease terminable by either party on not less than 30 days' written notice to the other.

30. **COSTS AND CLAIMS.** If either Landlord or Tenant places the enforcement of this Lease, the collection of any amount due or to become due or the recovery of possession of the Premises in the hands of an attorney or files suit upon the other, the prevailing party will be entitled to reimbursement of its reasonable attorney fees and court costs to the extent allowed under applicable law. Landlord and Tenant hereby waive the right to trial by jury

in any action, proceeding or other claim brought against the other party arising under or otherwise connected with this Lease or the use and occupancy of the Premises or any actions or omissions of the other party in connection therewith.

31. DEFAULT BY TENANT.

(a) Tenant will be in default of this Lease if (i) Tenant fails to pay any sum owing by it under this Lease within five days after the due date, or (ii) Tenant fails to comply with the assignment and subletting provisions under Article 19, or (iii) Tenant uses or permits use of the Premises for any unlawful drug-related or other felonious criminal activity, or (iv) the Premises or any part thereof are used for any Prohibited Use or otherwise in contravention of the requirements set out in Section 15 of this Lease, or (v) Tenant fails to observe or perform any other provision of this Lease within 20 days after notice of such failure, or (vi) Tenant vacates or abandons the Premises or fails to take possession of the Premises when available for occupancy or fails to begin operating its business in the Premises as soon as practicable after taking possession, or (vii) the interest of Tenant under this Lease is levied on under execution or other legal process, or any petition filed by or against Tenant to declare Tenant a bankrupt or to delay, reduce or modify Tenant's debts or obligations, or any petition is filed or other action taken to reorganize or modify Tenant's capital structure (if Tenant is a corporation or other entity) or Tenant is declared insolvent according to law, or any assignment of Tenant's property is made for the benefit of creditors, or a receiver or trustee is appointed for Tenant or its property (provided that no levy, execution, legal process or petition filed against Tenant constitutes a breach of this Lease if Tenant vigorously contests by appropriate proceedings and it is removed or vacated within 60 days from the date of its creation, service or filing).

(b) If Tenant is in default of this Lease, Landlord may (i) terminate this Lease and recover forthwith as damages the amounts provided in this Article, or (ii) terminate Tenant's right of possession and repossess the Premises without terminating this Lease, remove all persons or property from the Premises with only such demand or notice to Tenant as may be required under applicable law, and recover forthwith as damages the amounts provided in this Article, or (iii) whether or not this Lease is terminated or Landlord repossesses the Premises for default by Tenant, exercise any other rights or remedies provided at law or in equity. If this Lease is terminated or Landlord repossesses the Premises for default by Tenant, Landlord may (but will not be obligated to) relet the Premises in one or more transactions for the account of Tenant for the rent and upon the terms Landlord deems advisable and in so doing Landlord may make changes, additions, improvements, redecorations, and repairs to the Premises as Landlord deems advisable, all without affecting Tenant's liability under this Lease.

(c) If this Lease is terminated or Landlord repossesses the Premises for default by Tenant, Tenant will pay to Landlord on demand the sum of (i) the unpaid Rent owing at the time of termination or repossession, as the case may be, and (ii) all expenses incurred by Landlord in terminating, repossessing, and reletting including

but not limited to costs of changes, additions, improvements, redecorations and repairs, removal and storage of trade fixtures and personal property, brokerage and legal fees, and the collection of rent, and (iii) any deficiency between the Rent for the remainder of the Term and the payments, if any, received by Landlord from any reletting of the Premises or, if elected by Landlord as liquidated and final damages for lost rent, in addition to the monthly deficiencies accruing through the date of such election, a lump sum equal to the present value (calculated by discounting at 1% per annum over the discount rate of the Federal Reserve Bank for the district in which the Project is located) as of the date of such election of the amount by which Rent for the remainder of the Term exceeds the then rental value of the Premises over the remainder of the Term as reasonably determined by Landlord, and (iv) any other sums, interest, or damages owed by Tenant to Landlord. In determining the Rent for the remainder of the Term, Tenant's Share of Actual Operating Cost and similar charges will be assumed to be the same as for the calendar year immediately preceding the date of such election or such shorter period as may have elapsed since the Building was first occupied by tenants. Tenant's obligations for such damages will survive the expiration or earlier termination of this Lease. or of Tenant's right to possession of the Premises..

(d) Failure of Landlord to declare a default immediately upon occurrence or any delay in taking any action in connection with the default will not waive the default, and Landlord may declare the default at any time thereafter.

(e) If Tenant defaults in the observance or performance of any of its obligations under this Lease, Landlord may (but without obligation and without limiting any other remedies which it may have by reason of the default) cure the default, and Tenant will pay the costs of curing the default to Landlord upon demand.

32. **LANDLORD DEFAULT.** In the event of any alleged default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice listing the reasons for Landlord's default and Landlord will have 30 days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a 30-day period, to commence action and proceed diligently to cure such alleged default. A copy of such notice to Landlord will be sent by Tenant to the holders under any Mortgages of which Tenant has been notified in writing, and any such lessor or holder will also have the same rights to cure such alleged default.

33. **INDEMNITY.** Landlord and each of the Landlord Parties, will not be liable to Tenant or any party claiming by or through Tenant (a) for any damage to the property of Tenant or other occupants of the Premises or their respective agents, officers, employees, customers or invitees to the extent such damage is caused by any reason other than the gross negligence or willful misconduct of Landlord, its agents, officers or employees, or (b) for any injury, loss or damage to person or property occurring in the Premises or caused by any act, omission or neglect of Tenant, its agents, officers, employees, customers and invitees. Tenant will indemnify, defend and hold harmless each of the Landlord Parties, from all claims, costs and liabilities arising out of any injury, loss or damage described in

(a) or (b) above or any breach of Tenant's obligations under this Lease. The indemnities provided in this Article will survive the expiration or earlier termination of this Lease.

34. **WAIVER OF SUBROGATION.** Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each waive any right of recovery, claim, action or cause of action against the other, and their respective agents, officers and employees, for any loss or damage that may occur to the Premises or any improvements or property of Tenant in or about the Premises or to the Building or any improvements or property of Landlord in or about the Building by reason of fire or other cause which would be insured under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the other party, and their respective agents, officers and employees, and agrees that no insurer will hold any right of subrogation against the other party. Each party will cause each insurance policy obtained by it to provide that the insurer waives all right of recovery by way of subrogation against the other party in connection with any damage covered by the policy.

35. **SEVERABILITY.** If any term or provision of this Lease or the application of it to any person or circumstance is invalid or unenforceable, the remainder of this Lease or the application of provision to other persons or circumstances will not be affected, and each provision of this Lease will be valid and enforceable to the extent permitted by law.

36. **WAIVER OF COVENANTS.** Failure of Landlord to insist in any one or more instances upon strict performance of any obligation of Tenant under this Lease or to exercise any right available to it under this Lease will not be construed as a waiver or a relinquishment for the future of the obligation or right and the obligation or right will continue and remain in full force and effect. The receipt by Landlord of rent with knowledge of a breach in any obligation of Tenant under this Lease will not be deemed a waiver of the breach, and Landlord will not be deemed to have waived any provision of this Lease until expressed in writing and signed by Landlord.

37. **NOTICES.** All notices, demands, consents and approvals given under this Lease will be in writing and will be deemed to have been fully given to Tenant when personally delivered to Tenant or Tenant's agent (including but not limited to delivery by messenger or courier with evidence of receipt) or when deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, and addressed to Tenant at the Premises, or to Landlord when deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, and addressed to Landlord at the address of Landlord set out at the head of this Lease. Either party may designate a different address or addresses on at least 15 days' notice to the other.

38. **SECURITY DEPOSIT.** Any Security Deposit made by Tenant under this Lease will be held by Landlord or its lender without liability for interest to secure the faithful performance by Tenant of its obligations under this Lease. Landlord may apply or retain the Security Deposit to cure any default or reimburse Landlord for any sum expended for the default, and Tenant will upon demand restore the security to the original sum deposited. The Security Deposit will not be mortgaged, assigned, transferred or encumbered by Tenant without Landlord's prior written consent. If Tenant faithfully performs its

obligations under this Lease the Security Deposit will be returned to the then holder of Tenant's interest under this Lease at the expiration of the Term, except that Landlord may retain one-half of the Security Deposit until the final amount due for any Operating Cost Adjustment has been determined and paid in full.

39. **FINANCIAL REPORTS.** If requested by Landlord (but not more frequently than once during any calendar year), Tenant will within 20 days after Landlord's request furnish to Landlord Tenant's most recent audited publicly available financial statements (including any notes to them). If no such audited statements have been prepared, Tenant shall provide such other financial statements (and notes to them) as may have been prepared by an independent certified public accountant or in the absence thereof Tenant's internally prepared financial statements, certified to be correct by an officer of Tenant. Landlord will not disclose any aspect of Tenant's financial statements which Tenant designates to Landlord as confidential except (a) to Landlord's lenders or prospective lenders and purchasers of the Premises, (b) in litigation between Landlord and Tenant, and (c) if required by court order

40. **PATRIOT ACT/EXECUTIVE ORDER COMPLIANCE.**

(a) Tenant represents to Landlord that, (i) neither Tenant nor any person or entity that directly or indirectly owns an equity interest in Tenant nor any of their respective officers, directors, members or partners is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under Executive Order 13224 (as amended from time to time, the "Executive Order") signed on September 24, 2001, and entitled "Blocking Party and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, (ii) that Tenant's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act"), and (iii) that throughout the Term, Tenant will comply with the Executive Order and with the Money Laundering Act.

(b) If any of the representations made by Tenant in this Article become untrue or Tenant breaches any of the covenants set forth in this Article, the same will constitute a default under this Lease. In addition to any other remedies to which Landlord may be entitled resulting from such default, Landlord may immediately terminate this Lease and refuse to pay any allowance, concession or other disbursements due to Tenant under this Lease.

41. **MISCELLANEOUS.**

(a) This Lease is binding upon and inures to the benefit of Landlord, its successors and assigns, and is binding upon and inures to the benefit of Tenant, its successors and any assigns permitted under this Lease. The obligations of this Lease run with the

Land, except that the Landlord and each successor in interest of Landlord will be liable for obligations accruing only during its period of ownership.

(b) The rights and remedies of Landlord under this Lease are cumulative and none will exclude any other rights or remedies allowed by law or equity. This Lease is declared to be a contract under the laws of the state in which the Project is located, and all of its terms will be construed according to the laws of such state.

(c) Time is of the essence of each obligation of this Lease in which time is a factor.

(d) The captions in this Lease are for convenience only and are not part of this Lease.

(e) This Lease may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

(f) If more than one party executes this Lease as Tenant, each of them is jointly and severally liable to observe and perform all of the obligations of Tenant under this Lease.

(g) The submission of this document for examination and negotiation does not constitute an offer to lease or a reservation of or option for the Premises. This document becomes effective and binding only upon the execution and delivery of it by Landlord and Tenant.

(h) All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated in this Lease and may be modified or altered only by agreement in writing between Landlord and Tenant. The provisions of this Lease will be construed as a whole according to their common meaning and not strictly for or against Landlord or Tenant, even if such party drafted the provision in question. No act or omission of any employee or agent of Landlord or of Landlord's broker will alter, change or modify any of the provisions of this Lease.

(i) Landlord, and its partners, beneficiaries of trust, members, officers, agents and employees and any estate, heirs, personal representatives, successors or assigns of any of them (each a "Landlord Related Party"), will have no personal liability as to any of the obligations of Landlord under this Lease. If Landlord defaults or breaches any of its obligations under this Lease, Tenant will look solely to the estate and property of Landlord in the Project for the collection of any judgment (or any other judicial procedure requiring the payment of money by Landlord) and no other property or asset will be subject to levy, execution or other procedure for satisfaction of Tenant's remedies. Neither Landlord, nor any Landlord Related Party, shall be personally liable for any judgment or deficiency, and in no event shall Landlord or any Landlord Related Party be liable to Tenant for any lost profit, damage to or loss of business or any form of special, indirect or consequential damage. The limitation on Tenant's right of recovery against the Landlord and the Landlord Related Parties set forth in this Section shall survive the expiration of the Term of this Lease (whether by lapse of time or otherwise).

Site Ownership

(j) Tenant will indemnify and hold each of the Landlord Parties harmless from all claims for compensation, commissions and charges by any broker or agent engaged by Tenant in connection with this Lease or the negotiation of it.

(k) Landlord and Tenant disclaim any intention to create a joint venture, partnership or agency relationship.

(l) The person executing this Lease on behalf of Tenant represents that this Lease has been duly authorized, executed and delivered by Tenant and constitutes the valid and binding agreement of Tenant.

(m) The indemnities and other obligations of Tenant under this Lease relating to Tenant's use, care, occupancy and improvement of the Premises and any injury or damage on or about the Premises will run to the benefit of and be enforceable by Landlord.

(n) Tenant agrees that it will not record or file this Lease or any memorandum thereof.

[SIGNATURE PAGES TO FOLLOW]

[LANDLORD SIGNATURE PAGE]

IN WITNESS OF THIS LEASE, Landlord has properly executed it as of the Effective Date.

LANDLORD: **CHAMPAIGN HEALTHCARE INVESTORS, LLC,**
a Delaware limited liability company

By _____
Name: Jonathan P. Lewin
Its President

Site Ownership

[TENANT SIGNATURE PAGE]

IN WITNESS OF THIS LEASE, Tenant has properly executed it as of the Effective Date.

TENANT:

OLYMPIAN SURGICAL SUITES, LLC,
an Illinois limited liability company

By _____
Name: Sidney P. Rohrscheib, M.D.
Its Manager

SIDNEY P. ROHRSCHEIB, M.D., P.C.,
an Illinois professional corporation,
d/b/a Illinois Bariatric Center

By _____
Name: Sidney P. Rohrscheib, M.D.
Its President

EXHIBIT A

DESCRIPTION OF LAND

Lot 301 of Pinehurst South Subdivision No. 1, Lots 301 - 305 of Interstate East Subdivision, as per plat recorded June 25, 2007 as document no. 2007R1 6244, in Champaign County, Illinois.

Permanent Parcel Index No.: 41-14-35-275-001

Located at 1002 Interstate Drive, Champaign, Illinois.

EXHIBIT B

BUILDING REGULATIONS

The following rules and regulations shall apply, where applicable, to the Premises, the Building and the Land and its appurtenances. In the event of conflict between the following rules and regulations and the remainder of the terms of the Lease to which this Exhibit B is attached, the remainder of the terms of the Lease shall control. Capitalized terms have the same meaning as defined in the Lease

1. **ACCESS.** Landlord may from time to time establish security regulations for the purpose of regulating access to the Building. Tenant will abide by all security regulations so established.

2. **PARKING AREAS.** Use of the parking areas shall be subject to such reasonable regulations as Landlord may reasonably establish from time to time to facilitate maintenance of the parking areas. Tenant shall not use or permit the use of the parking areas for overnight storage of automobiles or other vehicles without the prior written approval of Landlord.

3. **SIGNS.** No sign, advertisement or other visual aid will be painted, affixed or otherwise exposed on the windows, doors or any part of the exterior of the Building, on the Land or in the parking area or other exterior areas of the Premises, without the prior written approval of the Landlord.

4. **LARGE & HEAVY ARTICLES.** Tenant will be solely responsible for furniture, freight and other large or heavy articles brought into the Building. All damage done by moving such articles will be repaired at the expense of Tenant. Tenant will not overload any floor while moving or maintaining any heavy articles. Landlord may direct the location of heavy articles and, if considered necessary by Landlord, require supplementary supports at the expense of Tenant to properly distribute the weight.

5 **APPEARANCE.** Articles will not be placed in the Building near the glass of any door, wall or window which may be unsightly from outside the Building. No awnings or similar devices will be placed on the outside windows in the Building. No blinds, shades, draperies or other forms of inside window covering other than those approved by Landlord may be installed in the Building. No nails, screws or other fasteners will be driven into exterior walls or other vapor barrier.

6. **PROTECTING THE BUILDING.** Before leaving the Building unattended, Tenant will close and securely lock all windows, doors or other means of entry to the Building and shut off all utilities, lights and equipment in the Building. Tenant will be responsible for keeping the Building secure and protecting the Building and all property and persons in the Building from theft, robbery, pilferage and other crimes.

7. **LOCKS.** No additional or replacement locks will be placed on any of the doors or windows without the prior written consent of Landlord. Except as otherwise consented to

by Landlord, no keys for the Building will be made other than those provided by Landlord. Upon termination of the Lease or of Tenant's possession, Tenant will surrender all keys to the Building and all keys for offices, rooms or toilet rooms which have been furnished to Tenant.

8. **UTILITIES.** Tenant will not waste or overuse any utilities furnished to the Premises, and will cooperate fully with Landlord to assure the most effective and energy efficient operation of the Building. Tenant will ascertain from Landlord the maximum amount of electrical load which can safely be permitted in the Building, and will not connect a greater load than such safe capacity. Toilets, urinals, wash bowls and the other toilet room apparatus will not be used for any purpose other than that for which they were constructed, and no foreign substance will be thrown therein.

9. **WASTE.** Tenant will be responsible for contracting and paying for collection and removal of solid waste, including the cost of rental or purchase of suitable waste receptacles. Such waste receptacles will be stored inside the Building or at such other location as is designated by Landlord. Medical and sharps waste will be handled, stored, and disposed of in full compliance with all laws, regulations and licenses and in accordance with the best practices of the medical profession. Tenant will not leave or store any materials, trash, refuse or litter in the parking areas or other areas located outside the Building.

10. **TOBACCO USE.** Tenant will not use or permit use by its agents, employees or contractors of tobacco products within the Premises.

11. **PROHIBITIONS.** Tenant will not (a) conduct itself in a manner inconsistent with the comfort or convenience of the character of the Building, (b) install or operate any space heater in or about the Premises, (c) use the Premises for housing, lodging or sleeping purposes, (d) operate any radio, television, or other sound producing instrument or device inside or outside the Building which may be heard outside the Building, (e) bring or permit to be in the Building any animal or bird (except specially trained assistance animals for persons with handicaps or disabilities), (f) do anything in or about the Premises tending to create or maintain a nuisance, or (g) throw or drop any article from any window or other opening in the Building.

12. **APPLICATION.** Tenant will ensure that its agents and subtenants and the employees, agents, subtenants, licensees, invitees and contractors of it and its agents and subtenants comply with these regulations. These regulations may be added to or amended by Landlord for the benefit the Project, and such amendments will become effective immediately upon notification.

Site Ownership

EXHIBIT C

PLAN OF PREMISES

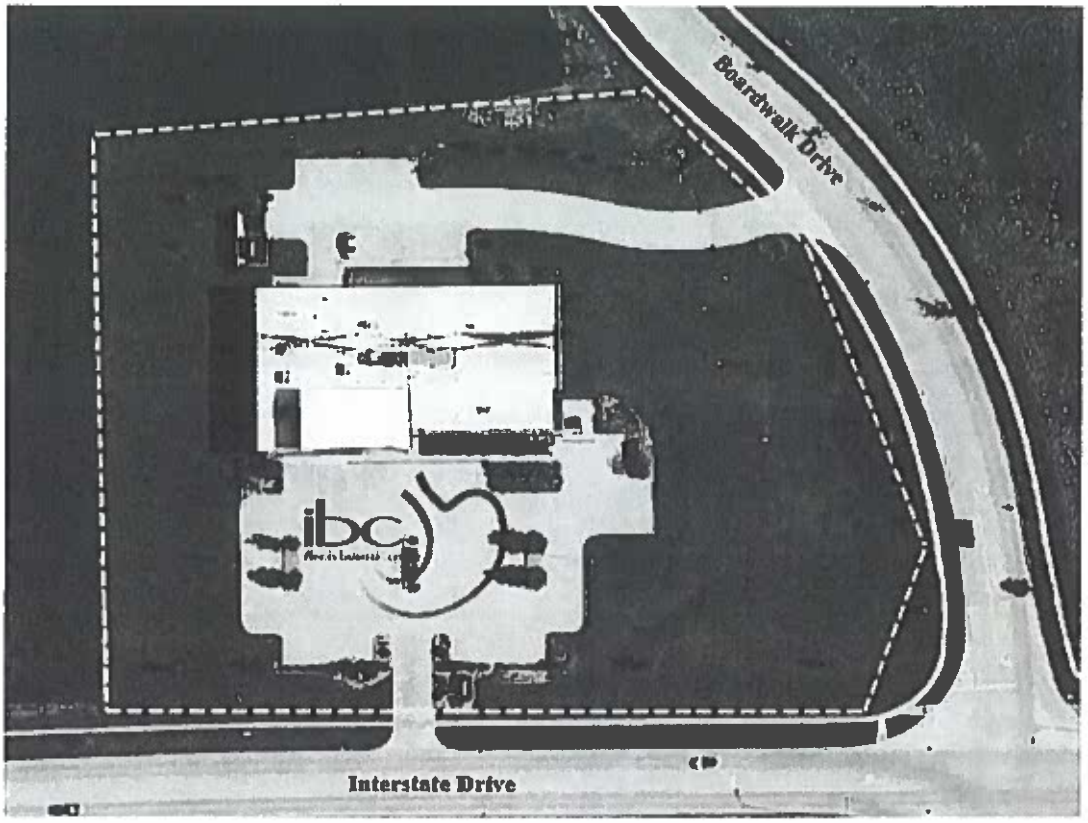


EXHIBIT D

ADDITIONAL TERMS

1. MARKET RATE.

(a) As used in this Lease, "Market Rate" means the annual rent per square foot of Rentable Area of the space in question as of the commencement of the term in question that a willing tenant would pay, and a willing landlord would accept, in arms-length bona fide negotiations if the space in question were leased for a period equal to the term in question on the terms and conditions of this Lease.

(b) Whenever Market Rate is to be determined under this Lease, Landlord will give Tenant notice ("Landlord's Rate Notice") of Landlord's determination of the Market Rate and the basis on which Landlord has made its determination. If Tenant does not agree with Landlord's determination of the Market Rate, Tenant will give Landlord written notice of that disagreement within 15 days of receipt of Landlord's Rate Notice, stating the amount which Tenant believes Market Rate should be and the basis for such belief. If Tenant fails to timely give such notice of disagreement, the Market Rate will be the amount set out in Landlord's Rate Notice. If Tenant gives Landlord such notice of disagreement, Landlord and Tenant will endeavor in good faith to agree on the Market Rate.

(c) If Landlord and Tenant have not agreed as to the Market Rate within 30 days of Tenant's notice of disagreement, the Market Rate will be determined by a panel of experts using the following procedures:

(i) Landlord will appoint an expert by written notice to the Tenant. Within 15 days after receipt of notice of appointment of an expert, Tenant will by notice to Landlord appoint a second expert. Within 15 days after appointment of the second expert, the two experts will appoint a third expert.

(ii) If the second expert is not duly appointed within the specified period, the report of the first expert will be conclusive upon Landlord and Tenant. If the third expert is not duly appointed within the specified period, either Landlord or Tenant may apply to the presiding judge of the judicial district within which the Project is located (or, if such does not then exist, the then-existing court of comparable jurisdiction) and that judge or a person selected by that judge will appoint the third expert.

(iii) All experts appointed under this provision will be appraisers, brokers, or attorneys with more than ten years' experience in commercial real estate in the metropolitan area in which the Project is located and with no direct or indirect financial or other business interest in or in common with Landlord or Tenant or any affiliate of either. Landlord and Tenant will each pay the

fees charged by the expert appointed by it and will each pay one-half the fee charged by the third expert.

(iv) As expeditiously as possible after appointment of the third expert, the panel of experts will execute in duplicate a report stating the Market Rate. The report of the experts or, if the experts cannot agree, the report of the majority of the experts will be deemed to be the Market Rate. If the determinations of all three experts differ in amount, the Market Rate will be deemed to be:

(A) the average of the three determinations if neither the highest nor the lowest differs from the middle determination by more than 10%,

(B) the average of the middle determination and the determination nearest in amount to the middle determination if either the highest or the lowest determination, but not both, differs from the middle determination by more than 10%, and

(C) determined by a new panel of experts appointed and functioning in the same manner if both the highest and lowest determinations differ from the middle determination by more than 10%.

2. RENEWAL OPTION.

(a) Tenant will have two (2) successive options (each a "Renewal Option") to renew the Lease with respect to all (but not less than all) of the Premises for an additional term (the "Renewal Term") of five (5) years each, commencing immediately after the expiration of the preceding Term, subject to the following terms and conditions:

(i) Tenant gives Landlord not less than eighteen (18) months' prior written notice of its election to exercise the Renewal Option; and

(ii) Tenant is not in default under this Lease either on the date Tenant exercises the Renewal Option or on the commencement of such Renewal Term, unless waived in writing by Landlord.

(b) If Tenant exercises a Renewal Option, all terms and conditions of the Lease will be applicable to the Renewal Term, except that

(i) the Base Rent during the Renewal Term will be the Market Rate, but in no event less than the Base Rent last payable by Tenant during the preceding Term;

(ii) the Additional Rent and all other Rent during the Renewal Term will be determined as provided in this Lease;

(iii) Tenant agrees to accept the Premises in an "as-is" condition on the commencement date of the Renewal Term, and Tenant will not be entitled to any credit or allowance from Landlord for the improvement thereof;

(iv) Tenant will not be entitled to any rental concessions such as "free rent" or other inducements for such Renewal Option; and

(v) Tenant will have no further options to renew the Term of this Lease beyond the Renewal Options hereby granted.

(c) If Tenant exercises a Renewal Option, Landlord and Tenant will execute and deliver an amendment to this Lease reflecting the lease of the Premises by Landlord to Tenant for the Renewal Term on the terms provided above.

(d) The Renewal Options hereby granted will automatically terminate and become null and void upon the earliest to occur of (i) the expiration or earlier termination of this Lease or of Tenant's right to possession of the Premises, (ii) any assignment or other transfer of this Lease by Tenant or any sublease or other third party occupancy of all or part of the Premises, and (iii) any failure of Tenant to timely or properly exercise such Renewal Option.

Operating Entity/Licensee

The operating entity and the licensee will continue to be Olympian Surgical Suites, LLC. Below is the licensee's Certificate of Good Standing.

File Number 0195070-3

STATE OF ILLINOIS
OFFICE OF
THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, **Alexi Giannoulias,** *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*

OLYMPIAN SURGICAL SUITES, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON AUGUST 24, 2006, 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.

SEAL OF THE STATE OF ILLINOIS
AUG. 26TH 1818

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 24TH *day of* JANUARY *A.D.* 2023 .

Authentication # 2302402320 verifiable until 01/24/2024
Authenticate at: https://www.ilsos.gov

Alexi Giannoulias
SECRETARY OF STATE

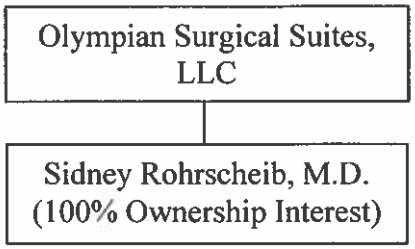
Attachment 3

Organizational Chart – Pre-Transactional

Olympian Surgical Suites, LLC is owned by Sidney Rohrscheib, MD, as shown below. All direct owners with 5% or more interest in the facility are identified in the organizational chart below.

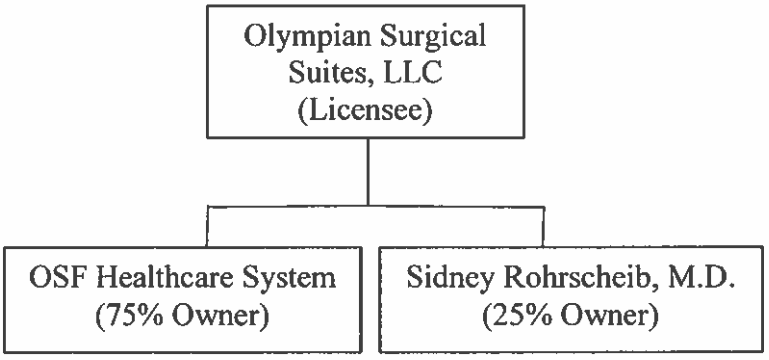
Physician Name	Units	Ownership Percentage
Rohrscheib, MD, Sidney	100	100%

Pre-Transaction Organizational Chart



Organizational Chart – Post-Transactional

Post-Transaction Organization Chart



Background of Applicant

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

Included with this attachment is Olympian Surgical Suites, LLC license and Joint Commission certificate. Also included is the list of OSF Healthcare System facilities, license and Joint Commission information.

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.

None

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 IDPH access to any 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, 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.

Olympian Surgical Suites, LLC – N/A

OSF Healthcare System – See below applicants that have been submitted within 1 year prior to this application.

- *Permit 22-016: OSF Comprehensive Cancer Center – 3rd Floor Build Out, Peoria (submitted 4/28/22)*
- *Permit 23-008: Meadowview Behavioral Hospital – New Construction (Approved 5/9/23)*

Background of Applicant
Olympian Surgical Suites, LLC License

Illinois Department of PUBLIC HEALTH

HF 125868

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

This 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.

Amaal V.E. Tokars
Acting Director

Issued under the authority of the Illinois Department of Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
7/31/2023		7003145

Ambulatory Surgery Treatment Center

Effective: 08/01/2022

Olympian Surgical Suites, LLC
1002 Interstate Dr
Champaign, IL 61822

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

← DISPLAY THIS PART IN A CONSPICUOUS PLACE

Exp. Date 7/31/2023

Lic Number 7003145

Date Printed 7/1/2022

Olympian Surgical Suites, LLC

1002 Interstate Dr
Champaign, IL 61822-1465

FEE RECEIPT NO.

Attachment 5

Background of Applicant
Olympian Surgical Suites, LLC Joint Commission Certificate

AAAHC
ACCREDITATION ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

ACCREDITATION NOTIFICATION

August 25, 2022

Organization #	89849	**Program Type**	Ambulatory Surgery Center	
Decision Recipient	Ms. Julie Root, RN	**CCN**	14C0001144	
Organization Name	Olympian Surgical Suites, LLC dba Olympian Surgical Suites			
Address	1002 Interstate Dr.			
City / **State** / **Zip**	Champaign	IL	61822	

Dear Olympian Surgical Suites, LLC dba Olympian Surgical Suites,

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

Survey Date	7/7/2022-7/8/2022 and 7/15/2022	**Deficiency Level**	Standard
Type of Survey	Re-accreditation/Medicare Deemed Status		
Acceptable PoC Received	8/19/2022	**Correction Method**	Plan of Action, Self Attestation, Document Review

Congratulations!

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

Accreditation Type	Full Accreditation	**Recommend Medicare Deemed Status**	Yes
Accreditation Term Begins	7/23/2022	**Accreditation Term Expires**	7/22/2025

Special CC: **CMS CO - Baltimore**
CMS RO 5 – Chicago

Accreditation Renewal Code: 3DC799CB89849

Next Steps

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

Attachment 5

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

Additional Information

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

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

ACCREDITATION ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

Dear Organization:

The Accreditation Association for Ambulatory Health Care (AAAHC) is pleased to provide the Consultative Report from your recent AAAHC/Medicare deemed status survey. This report is provided in the spirit of accreditation to assist your organization in providing high quality health care to your patients. The comments provided in this Consultative Report are for your review and reflection, and are offered as suggestions to help your organization meet AAAHC standards. These comments were not considered as part of your organization's accreditation decision.

It is our sincere hope that you will continue to find the accreditation experience worthwhile as your organization continues to grow and mature.

If you have any questions or comments, please contact AAAHC at (847) 853-6060.

Sincerely,

Dorota Rakowiecki

Dorota Rakowiecki
Director, Accreditation Services

Background of Applicant

OSF Healthcare System List of Facilities in Illinois

OSF HealthCare Holy Family Medical Center
1000 W. Harlem Avenue
Monmouth, Illinois 61462
License #: 0005439, Expiration 4/11/24
Joint Commission: Critical Access Hospital-no Joint Commission Certificate

OSF HealthCare Saint Francis Medical Center
530 NE Glen Oak Avenue
Peoria, Illinois 61637
License #: 0002394, Expiration 12/31/23
Joint Commission: 2/1/20, 36 months (surveyed April 2023 – has not received certificate yet)

OSF HealthCare Saint Anthony's Health Center
One Saint Anthony's Way
Alton, Illinois 62002-0340
License #: 0005942, Expiration 10/31/23
Joint Commission: 5/7/21, 36 months

OSF HealthCare Saint James-John W. Albrecht Medical Center
2500 W. Reynolds Street
Pontiac, Illinois 61764
License #: 0005264, Expiration 3/2/24
Joint Commission: 12/20/2019, 36 months (surveyed April 2023 – has not received certificate yet)

OSF HealthCare St. Joseph Medical Center
2200 E. Washington Street
Bloomington, Illinois 61701
License #: 0002535, Expiration 12/31/23
Joint Commission: 12/14/19, 36 months (surveyed March 2023 – has not received certificate yet)

OSF HealthCare Saint Anthony Medical Center
5666 E. State Street
Rockford, Illinois 61108-2472
License #: 0002253, Expiration 12/31/23
Joint Commission: 11/23/19, 36 months (surveyed March 2023 – has not received certificate yet)

OSF HealthCare Saint Luke Medical Center
1051 West South Street
Kewanee, Illinois 61443
License #: 0005926, Expiration 3/31/24
Joint Commission: Critical Access Hospital-no Joint Commission Certificate

OSF HealthCare Saint Elizabeth Medical Center
1100 E. Norris Drive
Ottawa, Illinois 61350
License #: 0005520, Expiration 5/14/24
Joint Commission: 7/17/20, 36 months

OSF HealthCare St. Mary Medical Center
3333 N. Seminary Street
Galesburg, Illinois 61401
License #: 0002675, Expiration 12/31/23
Joint Commission: 11/1/2019, 36 months (surveyed February 2023 – has not received certificate yet)

OSF HealthCare Saint Paul Medical Center
1401 E. 12th Street
Mendota, Illinois 61342
License #: 0005819, Expiration 12/6/23
Joint Commission: Critical Access Hospital-no Joint Commission Certificate

OSF Healthcare Sacred Heart Medical Center
812 N. Logan Avenue
Danville, Illinois 61832
License #: 0006072, Expiration 2/1/24
Joint Commission: 2/28/20, 36 months (surveyed May 2023 – has not received certificate yet)

OSF HealthCare Heart of Mary Medical Center
1400 W. Park Street
Urbana, Illinois 61801
License #: 0006080, Expiration 2/1/24
Joint Commission: 2/11/21, 36 months:

OSF Saint Elizabeth Medical Center Freestanding Emergency Center
111 Spring Street
Streator, Illinois 61364
License #: 22006, Expiration 8/8/23
Joint Commission: 7/17/20, 36 months (included with Saint Elizabeth Medical Center)

OSF Little Company of Mary Medical Center
2800 W. 95th Street
Evergreen Park, Illinois 60805
License #: 0006163, Expiration 1/31/24
Joint Commission: 5/6/22, 36 months

OSF Saint Clare Medical Center
530 Park Avenue East
Princeton, IL 61356
License #: 006254, Expiration 6/30/23
Joint Commission: Critical Access Hospital-no Joint Commission Certificate

OSF HEALTHCARE

April 24, 2023

Ms. Debra Savage, Chairwoman
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, IL 62761

Re: No Adverse Actions / Authorized Access to Information

Dear Chair Savage:

I hereby certify that no adverse action has been taken against OSF Healthcare System ("OSF") or any facility owned or operated by OSF, directly or indirectly, within three years prior to the filing of this application. For the purpose of this letter, the term "adverse action" has the meaning given to it in the Illinois Administrative Code, Title 77, Section 1130.

I hereby authorize the Health Facilities and Services Review Board ("Board") and the Illinois Department of Public Health ("IDPH") to access any documentation they find necessary to verify any documentation or information submitted, including but not limited to official records of IDPH or other State agencies and the records of nationally recognized accreditation organizations. I further authorize the Board and IDPH to obtain any additional documentation or information that the Board or IDPH deems necessary to process the application.

If you have any questions, please contact Mark Hohulin, Senior Vice President, Healthcare Analytics, at 309-308-9656 or mark.e.hohulin@osfhealthcare.org.

Sincerely,

Robert C. Sehring

Robert C. Sehring, Chief Executive Officer
OSF Healthcare System
124 S.W. Adams Street
Peoria, IL 61602

Notarization:

Subscribed and sworn to before me

this 24th day of April 2023

Tonda L. Stewart

Signature of Notary

Seal

TONDA L. STEWART
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Sep 18, 2024

OLYMPIAN
SURGICAL SUITES

Ms. Debra Savage, Chairwoman
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, IL 62761

Re: No Adverse Actions / Authorized Access to Information

Dear Chair Savage:

I, Sidney Rohrscheib, MD hereby certify that no adverse action has been taken against Olympian Surgical Suites, LLC or myself, directly or indirectly, within three years prior to the filing of this application. For the purpose of this letter, the term "adverse action" has the meaning given to it in the Illinois Administrative Code, Title 77, Section 1130.

I hereby authorize the Health Facilities and Services Review Board ("Board") and the Illinois Department of Public Health ("IDPH") to access any documentation they find necessary to verify any documentation or information submitted, including but not limited to official records of IDPH or other State agencies and the records of nationally recognized accreditation organizations. I further authorize the Board and IDPH to obtain any additional documentation or information that the Board or IDPH deems necessary to process the application.

If you have any questions, please contact me at 217-693-5700 or sid.illinoisbariatic.com.

Sincerely,

Sidney Rohrscheib, MD, Administrator
Olympian Surgical Suites, LLC
1002 West Interstate Drive
Champaign, IL 61822

Notarization:

Subscribed and sworn to before me

this 12 day of April 2023

Lou Ellen Mollet
Signature of Notary

Seal "OFFICIAL SEAL"
LOU ELLEN MOLLET
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 09-23-2024

Change of Ownership

1130.520(b)(1)(A) - Names of the parties

The parties involved in this project are:

- *OSF Healthcare System*
- *Olympian Surgical Suites, LLC*
- *Sidney Rohrscheib, MD*

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.

Attachment 1 to this application contains Certificates of Good Standing for each of the entities listed above (excluding physicians)

Attachment 5 to this application contains a listing of facilities owned and operated in Illinois, along with the license numbers and dates of certifications by Joint Commission. A letter certifying that there have been no adverse actions is included in this attachment a well.

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

As a result of the proposed change of ownership, OSF Healthcare System will be acquiring 75% ownership interest and Sidney Rohrscheib, MD will retain 25% ownership interest in Olympian Surgical Suites, LLC.

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 Olympian Surgical Suites, 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.

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."

Olympian Surgical Suites, LLC is currently owned by Sidney Rohrscheib, MD.

OSF Healthcare System will be acquiring 75% ownership interest and Sidney Rohrscheib, MD will retain 25% ownership interest.

Pre and post organizational structure are included in Attachment 4.

Section 1130.520(b)(1)(F)- Fair Market Value of the transaction
"Fair market value of assets to be transferred."

The identified "Fair Market Value" price is $989,700.00

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 is $989,700.00

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"

Olympian Surgical Suites, LLC has no open permits at this time.

OSF Healthcare System has the following open permits at this time:

- *Permit 19-057: OSF Saint Francis Medical Center Establish a Comprehensive Cancer Care Center, Peoria, approved on February 25, 2020 and has an expected completion date of June 30, 2024*
- *Permit 22-016: OSF Comprehensive Cancer Center – 3rd Floor Build Out, Peoria, approved July 19, 2022 and has an expected completion date of June 30, 2024*
- *Permit 23-008: Meadowview Behavioral Hospital; approved on May 9, 2023 and has an expected completion date of December 31, 2025.*

Section 1130.520(b)(3)- 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.

Section 1130.520(b)(4)- 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 Olympian Surgical Suites, LLC align in a meaningful way that made their partnership on this project appealing. OSF Healthcare System 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, at this time, but the facility will enjoy additional stability and ongoing commitment to ensuring access to quality care for this community.

Section 1130.520(b)(5)- 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. The continued operation and development of Olympian Surgical Suites, LLC 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. Access to care will remain the same.

Change of Ownership

Section 1130.520(b)(6)- Quality Improvement Program
"A description of the facility's quality improvement program mechanism that will be utilized to assure quality control"

Olympian Surgical Suites, LLC's quality improvement program mechanism will remain in place but enhanced by OSF Healthcare's quality standards and resources.

Section 1130.520(b)(7)- Facility's Governing Body
"A description of the selection process that the acquiring entity will use to select the facility's governing body"

The business and affairs of the Company shall be managed by a Board of Managers. The Board of Managers acting together shall direct, manage and control the business of the Company. The Managers acting together shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. Board of Managers include three (3) Class A Members (from OSF Healthcare System), one (1) Class B Member (Sidney Rohrscheib, MD). From a patient, provider, and communal basis the operation of the facility will remain unchanged.

Section 1130.520(b)(9)- 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 addresses the change of ownership of existing categories of services. Any changes and/or additions of categories of services will be requested in a future Certificate of Need application. There is no expectation, as a result of this transaction, of any disruptions with the physicians who perform surgeries at the facility.

Charity Care

CHARITY CARE – Olympian Surgical Suites, LLC			
	2020	**2021**	**2022**
Net Patient Revenue	$0	$0	$0
Amount of Charity Care (charges)	$0	$0	$0
Cost of Charity Care	$0	$0	$0

Olympian Surgical Suites, LLC will operate as an Ambulatory Surgery Treatment Center to provide ambulatory surgical procedures in furtherance of the promotion of health for the benefit of a broad cross section of the community. The ASTC will provide charity care consistent with the levels and policies of charity care services provided by OSF Healthcare System.

Included, as part of Attachment 7, is the OSF Healthcare System's Charity Care policy.

CHARITY CARE – OSF Healthcare System			
	2020	**2021**	**2022**
Net Patient Revenue	$2,383,901,200	$2,978,991,756	$3,211,070,549
Amount of Charity Care (charges)	$201,864,109	$195,002,654	$217,695,250
Cost of Charity Care	$41,284,835	$40,569,889	$54,215,573

OSF HEALTHCARE

Financial Assistance (AC-29)

DEFINITIONS:

1. **Amount Generally Billed (AGB)** - The amount generally billed is the expected payment for emergency or medically necessary services from Patients, and/or a Patient's Guarantor. For qualifying Patients, this amount does not exceed a rate that will be determined utilizing a Look Back Method described in §1.501(r)-5(b) (3) of the Internal Revenue Code. The Look Back Method is based on actual past claims paid to OSF by Medicare Fee-for-Service together with all Private Health Insurers paying claims. The claims included in the AGB calculation are claims allowed during the prior calendar year. The amounts for co-insurance, co- payments and deductibles are included in the numerator along with the Medicare Fee-for-Service together with all allowed claims from private health insurers. The Gross Charges for said claims are included in the denominator. The AGB is calculated annually by the 45th day following the close of the prior calendar year, and implemented by the 120th day following the close of the calendar year.

2. **Amount Generally Billed (AGB) Percentage** - The AGB percentage is calculated each calendar year by the 45th day of the year, and is described in Appendix 3 of this policy.

3. **Application Period** - The period during which applications are accepted and processed for Financial Assistance. The Application Period begins on the date the care is provided and ends on the 240th day after the date that the first post-service billing statement is provided.

4. **Cost-to-Charge Ratio** – The ratio of OSF's cost to its charges taken from its most recently filed Medicare cost report (CMS 2552-96 Worksheet C, Part I, PPS Inpatient Ratios.)

5. **Eligible Services** - Services eligible under this Financial Assistance Policy are clinically appropriate and within generally accepted medical practice standards. They include the following services provided and/or billed by OSF:

    a. Emergency medical services provided in an emergency setting, as well as care provided in an emergency setting for the purpose of stabilizing a Patient's condition.

    b. Non-elective services provided in response to life-threatening circumstances in a non-emergency setting.

    c. Medically Necessary services as defined by Medicare.

6. **Emergency Medical Condition** - As defined in Section 1867 of the Social Security Act (42 U.S.C. 1395dd). The term 'Emergency Medical Condition' means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in:

    a. Placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy,

    b. Serious impairment to bodily functions, or

c. Serious dysfunction of any bodily organ or part; or

d. With respect to a pregnant woman who is having contractions:

i. That there is inadequate time to effect a safe transfer to another hospital before delivery, or

ii. That transfer may pose a threat to the health or safety of the woman or the unborn child.

7. **Family** - As defined by the U.S. Census Bureau, a group of two or more people who reside together and who are related by birth, marriage, or adoption. If a Patient claims someone as a dependent on their income tax return, according to the Internal Revenue Service rules, they may be considered a dependent for the purpose of determining eligibility for this policy.

8. **Family Income** - An applicant's Family Income is the sum of annual earnings and cash benefits from all sources before taxes, less payments made for child support, for all adult family members living in the household and included on the most recent federal tax return. Federal Poverty Level (FPL) - The FPL uses income thresholds that vary by family size and composition to determine who is in poverty in the United States. It is updated periodically in the Federal Register by the United States Department of Health and Human Services under authority of subsection (2) of Section 9902 of Title 42 of the United States Code. Current FPL guidelines can be referenced at **http://aspe.hhs.gov/POVERTY/**.

9. **Guarantor** - An individual other than the Patient who is responsible for payment of the Patient's bill.

10. **Gross Charges** - OSF full established price for medical services that is consistently and uniformly charged to all Patients before applying any contractual allowances, discounts, or Financial Assistance.

11. **Homeless** - As defined by the Federal government, and published in the Federal Register on December 5, 2011 by HUD: An individual or family who lacks a fixed, regular and adequate nighttime residence, meaning the individual or family has a primary nighttime residence that is a public or private place not meant for human habitation or is living in a publicly or privately operated shelter designed to provide temporary living arrangements. This category also includes individuals who are exiting an institution where he or she resided for 90 days or less who resided in an emergency shelter or place not meant for human habitation immediately prior to entry into the institution.

12. **Ineligible Services**

a. Elective procedures not Medically Necessary, as well as services typically not covered by Medicare or defined by Medicare or other health insurance coverage as not medically necessary including but not limited to: Lasik Surgery, Chiropractic Care, Fertility Services, Contacts/Glasses, Cosmetic Surgery/Plastic Services, Hearing Aides, Orthodontics, Dental Services, Optometry;

b. Services received from care providers not billed by OSF (e.g. private and/or non – OSF medical or physician professionals, ambulance transport, etc.) Patients are encouraged to contact these providers directly to inquire into any available assistance and to make payment arrangements. See Appendix 2 for full listing of providers not covered under this policy;

c. Services provided to insured Patients, including Underinsured Patients, who are out-of-network (meaning the provider or facility providing care is not an in-network provider or have a negotiated contract with the Patient's health insurance plan).

13. **Medically Necessary** - As defined by Medicare, services or items reasonable and necessary for the diagnosis or treatment of illness or injury.

14. **Medicare Fee-For-Service (FFS)** - Health insurance available under Medicare Part A and Part B of Title XVIII of the Social Security Act (42 USC 1395c – 1395w-5).
15. **Patient Balance Due** – The amount a Patient or the Patient's Guarantor is personally responsible for paying, after all deductions, insurance reimbursements, and Uninsured Discount (as defined below) have been applied.
16. **Payment Plan** - A Payment Plan that is agreed to by both OSF and a Patient, or Patient's Guarantor, for out-of-pocket expenses. The Payment Plan shall take into account the Patient's financial circumstances, the amount owed, and any prior payments.
17. **Presumptive** - Under certain circumstances, Uninsured Patients may be presumed or deemed eligible for Financial Assistance based on their enrollment in other means-tested programs or other sources of information, not provided directly by the Patient, to make an individual assessment of financial need.
18. **Private Health Insurer** - Any organization that is not a governmental unit that offers health insurance, including nongovernmental organizations administering a health insurance plan under Medicare Advantage.
19. **Qualification Period** - Applicants determined eligible for Financial Assistance will be granted assistance for a period of twelve months. Assistance will also be applied retroactively to all eligible accounts incurred for services received during the application period.
20. **Uninsured Patient** - A Patient who is not covered in whole or in part under a policy of health insurance, including high deductible policies, and is not a beneficiary under a public or private health insurance, health benefit, or other health coverage program (including, without limitation, private health insurance, an ERISA plan, Medicare, Medicaid, or CHIP, or CHAMPUS), and whose injury, illness or treatment is not compensable for purposes of workers' compensation, automobile insurance, liability or other third party insurance, as determined by OSF based on documents and information provided by the Patient or obtained from other sources, for the payment of health care services provided by OSF.
21. **Underinsured Patient** - An individual, with private or public insurance coverage, for whom it would be a financial hardship to fully pay the expected out-of-pocket expenses for medical services provided by OSF.

PURPOSE:

1. In the spirit of Christ and the example of Francis of Assisi, the Mission of OSF HealthCare (hereinafter collectively referred to as "OSF") is to serve persons with the greatest care and love in a community that celebrates the gift of life.
2. In service to this Mission, OSF is committed to providing emergency and medically necessary health care services to Patients regardless of their insurance status or ability to pay. This Financial Assistance Policy is intended to be in compliance with applicable federal and state laws for our service area. Patients qualifying for assistance under this policy will receive a discount for care received from qualifying OSF providers.
3. Financial Assistance provided under this policy is done so with the expectation that Patients will cooperate with the policy's application procedures and those of public benefit or coverage programs that may be available to cover the cost of care. OSF will not discriminate on the basis of age, sex, race, religion, color, disability, sexual orientation, national origin, or immigration status when making Financial Assistance determinations.

POLICY:

OSF shall provide Financial Assistance and community services in the tradition of The Sisters of the Third Order of Saint Francis. All patients, regardless of ability to pay are eligible to apply for Financial Assistance for services provided at the OSF entities listed in Appendix 6.

PROCESS:

1. Financial Assistance will be extended to Uninsured and Underinsured Patients, or such Patient's Guarantor, who receive Eligible Services and meet specified criteria, as defined below. These criteria will assure that this Financial Assistance Policy is consistently applied across OSF and complies with any federal and state requirements. OSF reserves the right to revise, modify or change this policy as necessary or appropriate.

2. Financial Assistance applicants will be responsible for applying to public programs and pursuing private health insurance coverage. Patients, or Patient's Guarantors, choosing not to cooperate in applying for programs identified by OSF as possible sources of payment for care, may be denied Financial Assistance. Applicants are expected to contribute to the cost of their care based on their ability to pay, as outlined in this policy.

3. Patients, or Patient's Guarantors, identified as likely to qualify for Medicaid, must apply for Medicaid coverage or produce a Medicaid denial that was received within the previous six (6) months of applying for OSF Financial Assistance. Patients, or Patient's Guarantors, must cooperate with the application process outlined in this policy to obtain Financial Assistance.

4. OSF utilizes a third party to determine whether Uninsured Patients receiving care in its hospitals are eligible for Medicaid, and assist in the application for Medicaid. If the vendor review finds that the Patient or Patient's Guarantors are not eligible for Medicaid and documents same in the medical record, neither the Patient nor the Patient's Guarantor will be required to apply for Medicaid coverage.

5. The criteria to be considered by OSF when evaluating a Patient for Financial Assistance include Family Income, Family size, and medical cost obligations. OSF's Financial Assistance program is available to all Patients meeting the requirements set forth in this policy, regardless of geographic location or residency status. Financial Assistance will be extended to Patients, or a Patient's Guarantor, based on financial need and in compliance with federal and state laws.

6. Financial Assistance will be offered to eligible Underinsured Patients, providing such assistance is in accordance with OSF's contractual agreement with insurer. Financial Assistance is typically not available for Patient co-payment or balances after insurance in the event that a Patient fails to comply reasonably with insurance requirements such as obtaining proper referrals or authorizations. Generally, out of network balances are reviewed on a case by case basis. Patients with tax-advantaged, personal health accounts such as a Health Savings Account, a Health Reimbursement Arrangement or a Flexible Spending Account, are expected to utilize account funds prior to being granted Financial Assistance. OSF reserves the right to reverse the discounts described herein in the event that it reasonably determines that such terms violate any legal or contractual obligations of OSF.

FINANCIAL ASSISTANCE

Based on an assessment of an applicant's Family Income, family size, and medical obligations, eligible applicants may receive the following assistance.

Uninsured Discount: Uninsured Patients will be provided an Uninsured Discount, as described in Appendix 5, at the time that the undiscounted charges are rendered, and prior to when a Patient or Patient Guarantor is billed. In the event that insurance or other coverage, identified in the definition of Uninsured Patient, is subsequently discovered, the Uninsured Discount will be removed and full charges billed to that coverage as appropriate. Patients, or Patient Guarantors, granted the Uninsured Discount, are not precluded from applying and qualifying for additional Financial Assistance provided herein.

Free and Discounted Care: The full amount of OSF charges are determined covered under this Financial Assistance Policy for any Uninsured or Underinsured Patient, or such Patient's Guarantor, who's gross Family Income is at or below 250% of the current Federal Poverty Level. A sliding scale discount will be provided for OSF charges for services covered under this Financial Assistance Policy for any Uninsured or Underinsured Patient, or Patient Guarantor, who's gross Family Income is greater than 250% but less than or equal to 400% of the current Federal Poverty Level. Free or Discounted Care will be provided based on the Family Income of the Patient, or the Patient's Guarantor in accordance with the following schedule:

1. Family Income up to 250% FPL are eligible to receive a 100% discount on the Patient Balance Due;
2. Family Income of above 250% FPL but equal to or less than 300% FPL are eligible to receive a 75% discount on the Patient Balance Due;
3. Family Income of above 300% FPL but equal to or less than 350% FPL are eligible to receive a 50% discount on the Patient Balance Due;
4. Family Income of above 350% FPL but equal to or less than 400% FPL are eligible to receive a 25% discount on the Patient Balance Due

For Uninsured Patients with Family Income equal to or less than 600% of the Federal Poverty Level, OSF has compared the discounts scheduled above, together with the Uninsured Discount, to 135% of OSF's Cost-to-Charge Ratio and have applied the more generous discounts for Patients.

Catastrophic Care Assistance: Patients, or their Guarantors, may be eligible for Catastrophic Care Assistance if they have incurred out-of-pocket obligations – after all deductions, insurance reimbursements, and discounts (including discounts available under this Financial Assistance Policy) have been applied – resulting from Eligible Services provided by OSF that exceed 25% of Family Income

Patients, or Patient Guarantors, determined by OSF to be eligible for Catastrophic Care Assistance will have their OSF charges discounted to an amount not to exceed 25% of Family Income.

Payment Plans: Payment in full is expected for balances due upon receipt of initial Patient statement. If a Patient, or Guarantor cannot pay in full, a Payment Plan may be extended for any balance remaining after discounts have been granted to applicants eligible for Financial Assistance. A reasonable Payment Plan will be established between OSF and the Patient. The term of the Payment Plan will be based on the applicant's outstanding medical bills, Family Income, and any extenuating circumstances. If approved, the plan will be interest-free.

Patients are responsible for communicating with OSF anytime an agreed upon Payment Plan cannot be fulfilled. Lack of communication from the Patient may result in the account being assigned to a collection agency.

OSF reserves the right to reverse the Financial Assistance described herein in the event that it reasonably determines that such terms violate any legal or contractual obligations of OSF.

PRESUMPTIVE ELIGIBILITY

1. OSF understands that not all Patients are able to complete a Financial Assistance application or comply with requests for documentation. There may be instances under which a Patient's qualification for Financial Assistance is established without completing the formal Financial Assistance application. Other information may be utilized by OSF to determine whether a Patient's account is uncollectible and this information is used to determine Presumptive eligibility.

2. Presumptive eligibility may be granted to Patients based on their eligibility for other programs or life circumstances such as:

    a. Patients or Guarantors who have declared bankruptcy. In cases involving bankruptcy, only the account balance as of the date the bankruptcy is discharged will be written off;

    b. Patients or Guarantors who are deceased with no estate in probate;

    c. Patients or Guarantors determined to be Homeless;

    d. Patients or Guarantors who qualify for State Medicaid programs (including but not limited to WIC, SNAP) are eligible for assistance for any cost-sharing obligations associated with the program;

    e. Patients who qualify for SisterCare or BrotherCare program

    f. Accounts returned by the collection agency as uncollectible due to any of the above reasons;

    g. Incarceration, when Eligible Services are provided but payment is not the responsibility of the jail or prison in which Patient is incarcerated;

    h. Mental incapacitation with no one to act on the Patient's behalf

3. OSF understands that certain Patients may be non-responsive to OSF's application process. Under these circumstances, OSF may utilize other sources of information to make an individual assessment of financial need. This information will enable OSF to make an informed decision on the financial need of non-responsive Patients utilizing the best estimates available in the absence of information provided directly by the Patient.

4. OSF may utilize a third-party to conduct an electronic review of Patient information to assess financial need. This review will utilize a health care industry-recognized model that is based on public record databases. This predictive model incorporates public record data to calculate a socio-economic and financial capacity score that includes estimates for income, assets, and liquidity. The electronic technology is designed to assess each Patient to the same standards and is calibrated against historical approvals for OSF Financial Assistance under the traditional application process.

5. The electronic technology, when utilized, will be deployed prior to bad debt assignment after all other eligibility and payment sources have been exhausted. This allows OSF to screen all Patients for Financial Assistance prior to pursuing any extraordinary collection actions (ECA) as described in OSF's Self-Pay Billing & Collection Policy. The data returned from this electronic review will constitute adequate documentation of financial need under this policy.

6. When electronic enrollment is used as the basis for Presumptive eligibility, the highest discount level will be granted for Eligible Services for retrospective dates of service only. If a Patient does not qualify under the electronic enrollment process, the Patient may still be considered under the traditional Financial Assistance application process. OSF will provide Patients not qualifying for Financial Assistance through this process with a written notice informing them that Financial Assistance is available. This notice will include a plain language summary of the Financial Assistance Policy and actions to be taken if an application is not submitted or the outstanding balance paid.

7. Patient accounts granted Presumptive eligibility will be reclassified under the Financial Assistance Policy. They will not be sent to collection, will not be subject to further collection actions, will not be sent a written notification of their electronic qualification, and will not be included in the hospital's bad debt expense.

EMERGENCY MEDICAL SERVICES

In accordance with the FEDERAL EMERGENCY MEDICAL TREATMENT AND LABOR ACT (EMTALA) regulations, OSF shall provide, without discrimination, care for Emergency Medical Conditions to individuals regardless of whether they can pay for the care or are eligible for Financial Assistance. OSF shall not engage in actions that discourage individuals from seeking care for Emergency Medical Conditions, including, but not limited to, demanding payment or screening for Financial Assistance eligibility or payment information prior to receiving care for Emergency Medical Conditions. OSF may request that Patient cost-sharing payments (i.e. co-payments) be made at the time of service, provided such requests do not cause a delay or otherwise interfere with the provision, without discrimination, of care for Emergency Medical Conditions.

AMOUNTS BILLED TO PATIENTS ELIGIBLE FOR FINANCIAL ASSISTANCE

1. The amount generally billed (AGB) is the expected payment from Patients, or a Patient's Guarantor, eligible for Financial Assistance. For qualifying Underinsured and Uninsured Patients, this amount will not exceed a rate that will be determined utilizing a Look Back Method. Financial Assistance eligible Patients may not be charged more than AGB for emergency or other Eligible Services.
2. The Look Back Method will be based on amounts allowed under Medicare Fee-For-Services together with all private health insurers paying claims to OSF. The claims to be included in the AGB calculation will be claims allowed during the prior calendar year. The amounts for co-insurance, co-payments, and deductibles will be included in the numerator along with the Medicare Fee-For-Service together with all private health insurers paying claims. The Gross Charges for said claims are included in the denominator. The AGB will be calculated annually. The percentages will be applied by the 120th day after the end of the calendar year used by OSF to calculate the AGB percentage(s).
3. Patients determined eligible for Financial Assistance will not be expected to pay Gross Charges for Eligible Services while covered under OSF Financial Assistance Policy.

APPLYING FOR FINANCIAL ASSISTANCE

1. Eligibility for Financial Assistance will be based on financial need at the time of application. In general, documentation is required to support an application for Financial Assistance. If adequate documentation is not provided, OSF may seek additional information.
2. Reliable evidence to support the need for Financial Assistance is required.
3. One of the following is required from Patients, or their Guarantors, to determine eligibility based on Family Income:
    a. Copy of the Federal tax return, and all attached Schedules, from the most recent tax year;
    b. Most recent W2 or 1099;

c. Current Proof of Income (copy of two most recent pay stubs) or written income verification from an employer if paid in cash;

d. Proof of other income, including unemployment, workers' compensation, alimony, trust income, veteran's benefits;

e. Current Bank Statements

4. If a Patient is not able to provide any of the documents listed above, OSF will work with the Patient to determine if there is another acceptable means of documenting Family Income.

5. Applications for Financial Assistance may be submitted up to 240 days after the date of the first post discharge statement. If an application is incomplete, or there has been a request for additional information, the application remains active for 30 days from the date the letter was mailed to the applicant requesting this information. If the applicant has not responded within the 30 day time frame, the application will be denied unless the applicant satisfies one of the non-responsive categories identified above.

6. During the period in which the fully completed Financial Assistance Application (FAA) is being reviewed, there will be a stay of all collection proceedings. The FAA will be documented in the Patient record or scanned and the account will be noted. The normal billing process is to continue while the FAA is reviewed and considered. If a complete, conforming FAA is approved by the appropriate OSF Mission Partner, this will be noted in the Patient's file and the account balance is adjusted off to the appropriate code. Financial Assistance applications are submitted in the following ways:

   a. By Mail to: OSF HealthCare
   Patient Financial Services
   PO Box 1701
   Peoria, IL 61656-1701

   b. On line at: OSFHealthCare.org/billing/financial-assistance/

   c. By Fax: (309) 308-3963

7. If denied Financial Assistance, the Patient or Patient's Guarantor, may re-apply at any time there has been a change in income or status.

8. Patients applying for Financial Assistance under this FAP are required to certify that all information provided by the Patient to OSF is true. If any of the information provided by the Patient is found to be untrue, any Financial Assistance granted to the Patient may be forfeited and the Patient may be responsible for payment of OSF's Gross Charges.

9. In addition, Patients shall communicate to OSF any material change in the Patient's financial situation that occurs during the Qualification Period that may affect Financial Assistance determination within thirty (30) days of the change. Patient's failure to disclose a material improvement in Family Income may void any provision of Financial Assistance by OSF after the material improvement occurs.

DETERMINATIONS, APPEALS, AND DISPUTE RESOLUTION

1. Patients must be notified of the decision in writing regarding their FAP within thirty (30) days of submitting a completed application. An applicant determined eligible for Financial Assistance will be refunded payments in excess of the amount determined owed by the Patient or Guarantor on the accounts for which they are granted assistance under this Financial Assistance Policy. Refunds apply to excess payments of $5 or more. In accordance with this policy, Financial Assistance is generally not

extended for co-payments or balances after insurance when a Patient fails to obtain proper referrals or authorizations, or if such assistance is not in accordance with insurer's contractual agreement, therefore such payments received will not be refunded.

2. Patients may appeal this decision in writing within 30 days of receiving notification to:
   OSF HealthCare
   Patient Financial Services
   PO Box 1701
   Peoria, IL 61656-1701

3. Appeals must be filed within 30 days of the date of the original decision. The Senior Vice President or designee of Revenue Cycle will review the appeal for further consideration. Decisions of the Senior Vice President or designee will be final.

QUALIFICATION PERIOD

If an applicant is determined eligible for assistance, OSF will grant Financial Assistance for a period of 12 months from application date. Financial Assistance will also be applied retroactively to all unpaid bills for eligible accounts incurred for services received during the application period. No Patient shall be denied assistance based on failure to provide information or documentation not required in the application.

NOTIFICATION OF FINANCIAL ASSISTANCE

1. Information on the OSF Financial Assistance Policy and instructions on how to contact OSF for assistance and further information, as well as information on payment options, will be posted in hospital and clinic registration and admitting locations, and in the hospital emergency department. This information may also be obtained from financial navigators throughout the organization.

2. The OSF Financial Assistance Policy, application, and a plain language summary of the policy will be available on the system's website at **https://www.osfhealthcare.org/billing/financial-assistance/**. This information is also available, free of charge, by calling (800) 421-5700. If you need help in completing the Financial Assistance application, you may call (800) 421-5700 to speak with a financial navigator.

3. Information on the OSF Financial Assistance Policy will be communicated to Patients in culturally appropriate language. Information on Financial Assistance, and the notice posted in hospital and clinic locations, will be translated and in any language that is the primary language spoken by the lessor of 1,000 or 5% of the residents in the service area.

4. In addition, OSF includes reference to payment policies and Financial Assistance on all printed OSF monthly Patient statements and collection letters. Information on the OSF Financial Assistance Policy is available, at any time, upon Patient request.

NONPAYMENT OF SELF PAY BALANCES

The OSF Self-Pay Billing & Collection Policy describes the actions OSF may take in the event of nonpayment of self-pay balances. Patients or their Guarantors may obtain a copy of the OSF Self-Pay Billing & Collection Policy on its website at: **https://www.osfhealthcare.org/billing/**

REGULATORY REQUIREMENTS

OSF will comply with all federal, state and local laws, rules and regulations and reporting requirements that may apply to activities conducted pursuant to this policy. This policy requires that OSF track Financial

Assistance provided to ensure accurate reporting. Information on Financial Assistance provided under this policy will be reported as required annually on the IRS Form 990 Schedule H, the Hospital Financial Assistance Report with the Office of the Illinois Attorney General at the same time as each hospital files its Community Benefits Report, and the Community Benefit Report with the Michigan Attorney General.

RECORD KEEPING

OSF will document all Financial Assistance in order to maintain proper controls and meet all internal and external compliance requirements.