

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: Quad City Ambulatory Surgery Center		
Street Address: 520 Valley View Drive, Suite 300		
City and Zip Code: Moline, Illinois 61265		
County: Rock Island	Health Service Area: 10	Health Planning Area:

Legislators

State Senator Name: Michael W. Halpin
State Representative Name: Gregg Johnson

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

Exact Legal Name: SummitOne Enterprises, Inc.
Street Address: The Cooper Center, 9521 San Mateo Boulevard NE
City and Zip Code: Albuquerque, New Mexico 87113
Name of Registered Agent: The Corporation Trust Company
Registered Agent Street Address: Corporation Trust Center, 1209 Orange Street
Registered Agent City and Zip Code: Wilmington, Delaware 19801
Name of Chief Executive Officer: Dale Maxwell
CEO Street Address: The Cooper Center, 9521 San Mateo Boulevard NE
CEO City and Zip Code: Albuquerque, New Mexico 87113
CEO Telephone Number: 505-923-5700

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: Tracey Klein/Anne Cooper
Title: Attorney
Company Name: Polsinelli PC
Address: 150 North Riverside Plaza, Suite 3000, Chicago, Illinois 60606
Telephone Number: 312-873-3616/312-873-3606
E-mail Address: TKlein@polsinelli.com/ACooper@polsinelli.com
Fax Number:

Facility/Project Identification

Facility Name: Quad City Ambulatory Surgery Center		
Street Address: 520 Valley View Drive, Suite 300		
City and Zip Code: Moline, Illinois 61265		
County: Rock Island	Health Service Area: 10	Health Planning Area:

Legislators

State Senator Name: Michael W. Halpin
State Representative Name: Gregg Johnson

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

Exact Legal Name: Iowa Health System d/b/a UnityPoint Health
Street Address: 1776 West Lakes Parkway, Suite 400
City and Zip Code: West Des Moines, Iowa 50266
Name of Registered Agent: URS Agents, LLC
Registered Agent Street Address: 30 North LaSalle Street, Suite 1510
Registered Agent City and Zip Code: Chicago, Illinois 60602
Name of Chief Executive Officer: Clay Holderman
CEO Street Address: 1776 West Lakes Parkway, Suite 400
CEO City and Zip Code: West Des Moines, Iowa 50266
CEO Telephone Number: (515) 241-8215

Type of Ownership of Applicants

☒ Non-profit Corporation	☐ Partnership
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☐ Other	☐

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Fax Number:

Facility/Project Identification

Facility Name: Quad City Ambulatory Surgery Center		
Street Address: 520 Valley View Drive, Suite 300		
City and Zip Code: Moline, Illinois 61265		
County: Rock Island	Health Service Area: 10	Health Planning Area:

Legislators

State Senator Name: Michael W. Halpin
State Representative Name: Gregg Johnson

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

Exact Legal Name: Trinity Medical Center
Street Address: 500 John Deere Road
City and Zip Code: Moline, Illinois 61265
Name of Registered Agent: Robert J. Erickson
Registered Agent Street Address: 2701 17 th Street
Registered Agent City and Zip Code: Rock Island, Illinois 61201
Name of Chief Executive Officer: Robert J. Erickson
CEO Street Address: 500 John Deere Road
CEO City and Zip Code: Moline, IL 61265
CEO Telephone Number: (309) 779-5000

Type of Ownership of Applicants

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

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Fax Number:

Facility/Project Identification

Facility Name: Quad City Ambulatory Surgery Center		
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City and Zip Code: Moline, Illinois 61265		
County: Rock Island	Health Service Area: 10	Health Planning Area:

Legislators

State Senator Name: Michael W. Halpin
State Representative Name: Gregg Johnson

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

Exact Legal Name: Quad City Ambulatory Surgery Center, L.L.C.
Street Address: 520 Valley View Drive, Suite 300
City and Zip Code: Moline, Illinois 61265
Name of Registered Agent: L & W Agents, Inc.
Registered Agent Street Address: 3551 7 th Street #110
Registered Agent City and Zip Code: Moline, Illinois 61265
Name of Chief Executive Officer: Amy Fox
CEO Street Address: 520 Valley View Drive, Suite 300
CEO City and Zip Code: Moline, Illinois 61265
CEO Telephone Number: 309-762-1952

Type of Ownership of Applicants

☐ Non-profit Corporation	☐ Partnership
☐ For-profit Corporation	☐ Governmental
☒ Limited Liability Company	☐ Sole Proprietorship
Other ☐	
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E-mail Address: TKlein@polsinelli.com/ACooper@polsinelli.com
Fax Number:

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

Name:
Title:
Company Name:
Address:
Telephone Number:
E-mail Address:
Fax Number:

Post Exemption Contact

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

Name: Tracey Klein/Anne Cooper
Title: Attorney
Company Name: Polsinelli PC
Address: 150 North Riverside Plaza, Suite 3000, Chicago, Illinois 60606
Telephone Number: 312-873-3616/312-873-3606
E-mail Address: TKlein@polsinelli.com/ACooper@polsinelli.com
Fax Number:

Site Ownership after the Project is Complete

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Haversian Canal Systems, LLP
Address of Site Owner: 2300 53 rd Avenue, Bettendorf, Iowa, 57222
Street Address or Legal Description of the Site: 520 Valley View Drive, Suite 300, Moline, Illinois 61265
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 <u>ATTACHMENT 2</u>, 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: Quad City Ambulatory Surgery Center, L.L.C.		
Address: 520 Valley View Drive, Suite 300, Moline, Illinois 61265		
☐ Non-profit Corporation ☐ For-profit Corporation ☒ Limited Liability Company ☐ Other	☐ Partnership ☐ Governmental ☐ Sole Proprietorship	☐

Operating Identity/Licensee after the Project is Complete

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

Exact Legal Name: Quad City Ambulatory Surgery Center, L.L.C.	
Address: 520 Valley View Drive, Suite 300, Moline, Illinois 61265	
☐ Non-profit Corporation ☐ For-profit Corporation ☒ Limited Liability Company ☐ Other	☐ Partnership ☐ Governmental ☐ Sole Proprietorship
- o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. - o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. - o 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.

Iowa Health System d/b/a UnityPoint Health, an Iowa nonprofit corporation and a Section 501(c)(3) corporation under the Internal Revenue Code ("UPH") and Presbyterian Healthcare Services, a New Mexico nonprofit corporation and a Section 501(c)(3) corporation under the Internal Revenue Code ("Presbyterian") have entered into a definitive agreement whereby each party and its subsidiaries will become financially and operationally integrated and whereby a new parent entity, SummitOne Enterprises, Inc., will be formed to serve as the sole corporate member of the two existing health systems, UPH and Presbyterian. The planned transaction is scheduled to close July 1, 2023, or as soon thereafter as all closing conditions have been satisfied.

Subject to approval of this Change of Ownership Application for Exemption, neither the licensed facility of the ambulatory surgical treatment center nor the legal entity operating the ambulatory surgical treatment center and maintaining responsibility for the ambulatory surgical treatment center will change as a result of the UPH and Presbyterian integration. No consideration (money, property, or other assets) will be exchanged between UPH and Presbyterian in connection with the definitive agreement.

Related Project Costs

Provide the following information, as applicable, with respect to any land related to the project that will be or has been acquired during the last two calendar years:

Land acquisition is related to project	☐ Yes	☒ No
Purchase Price: \$	_____	
Fair Market Value: \$	_____	

Project Status and Completion Schedules

Outstanding Permits: Does the facility have any projects for which the State Board issued a permit that is not complete? Yes ___ No X. 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.

Anticipated exemption completion date (refer to Part 1130.570): July 1, 2023, or as soon thereafter as all closing conditions have been satisfied.

State Agency Submittals

Are the following submittals up to date as applicable:

- ☐ Cancer Registry **N/A**
- ☐ APORS **N/A**
- ☒ 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 SummitOne Enterprises, Inc. in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this Application on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the fee required for this application is sent herewith or will be paid upon request.


Signature

Dale Maxwell
Printed Name

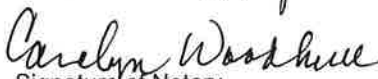
Chief Executive Officer
Printed Title

Signature

Clay Holderman
Printed Name

President
Printed Title

Notarization:
Subscribed and sworn to before me
this 17 day of May, 2023


Signature of Notary

Seal

*Insert the EXACT legal name of the applicant

Notary Public - State of New Mexico
Commission # 1115471
My Comm. Expires Sep 23, 2024

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

Signature of Notary

Seal

DOCS 1972859

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

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Signature

Dale Maxwell

Printed Name

Chief Executive Officer

Printed Title

Notarization:

Subscribed and sworn to before me
this _____ day of _____

Signature of Notary

Seal

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Signature

Clay Holderman

Printed Name

President

Printed Title

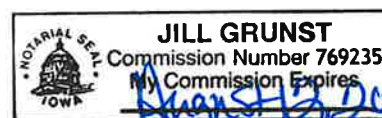
Notarization:

Subscribed and sworn to before me
this 16th day of May, 2023

Signature of Notary

Seal

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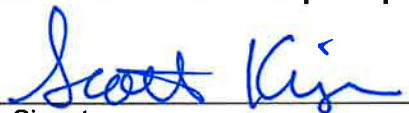


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This Application is filed on the behalf of Iowa Health System d/b/a UnityPoint Health in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute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



Signature

Scott Kizer

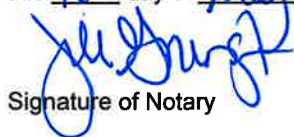
Printed Name

SVP, Chief Legal Officer & General Counsel

Printed Title

Notarization:

Subscribed and sworn to before me
this 16th day of May, 2023



Signature of Notary

Seal

*Insert the EXACT legal name of the applicant



Signature

Dan Carpenter

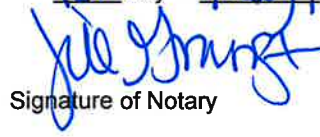
Printed Name

Senior VP & Chief Strategy Officer

Printed Title

Notarization:

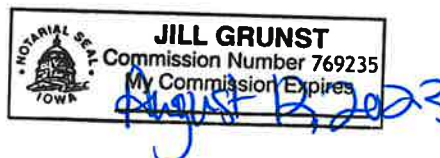
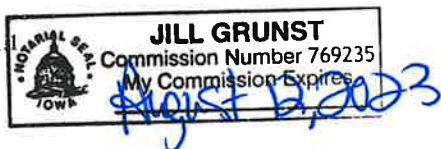
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DOCS/2972981



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

This Application is filed on the behalf of Trinity Medical Center 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

Robert J. Erickson

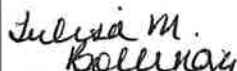
Printed Name

President and Chief Executive Officer

Printed Title

Notarization:

Subscribed and sworn to before me
this 10th day of May 2023


Signature of Notary

Seal

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Signature

Katherine Pearson

Printed Name

Chief Strategy Officer

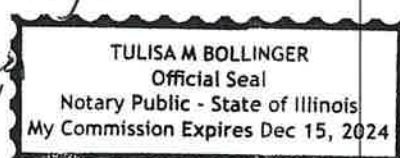
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Signature

Toyosi Olutade, M.D.

Printed Name

Board Member

Printed Title



Signature

Katherine Pearson

Printed Name

Board Member

Printed Title

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this 17th day of May, 2023


Signature of Notary

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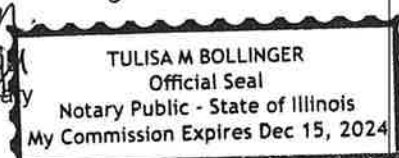


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this 17th day of May, 2023


Signature of Notary

Seal



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

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

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

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

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

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

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

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

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

SECTION IV.CHARITY CARE INFORMATION

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

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

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

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

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

Section I, Identification, General Information, and Certification
Applicants

Certificates of Good Standing for SummitOne Enterprises, Inc. ("SummitOne"), Iowa Health System d/b/a UnityPoint Health ("UnityPoint Health"), Trinity Medical Center, and Quad City Ambulatory Surgery Center, L.L.C. ("QCASC") (collectively, the "Applicants") are attached at Attachment – 1.

QCASC is the operator/licensee of the ambulatory surgical treatment center.

Trinity Medical Center has a 50% ownership interest in QCASC.

Trinity Regional Health System is the sole corporate member of Trinity Medical Center.

UnityPoint Health is the sole corporate member of Trinity Regional Health System.

SummitOne will be the sole corporate member of UnityPoint Health after closing of the planned transaction.

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SUMMITONE ENTERPRISES, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWELFTH DAY OF MAY, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION IS AN EXEMPT CORPORATION.



7318583 8300C

SR# 20232003468

You may verify this certificate online at corp.delaware.gov/authver.shtml

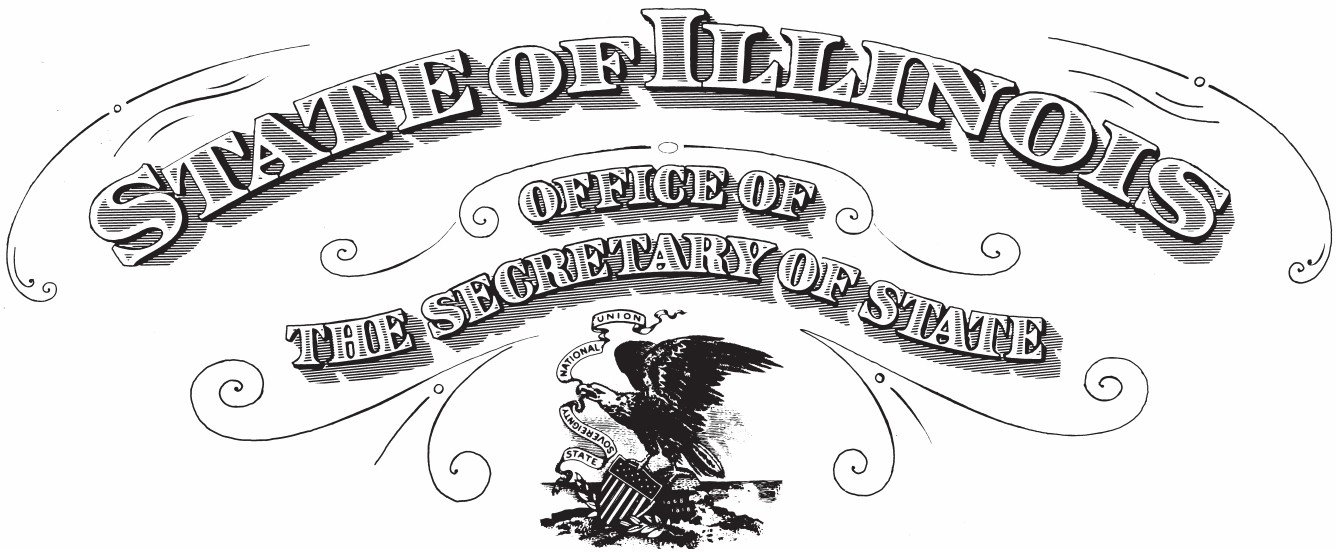
A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 203335942

Date: 05-12-23

File Number

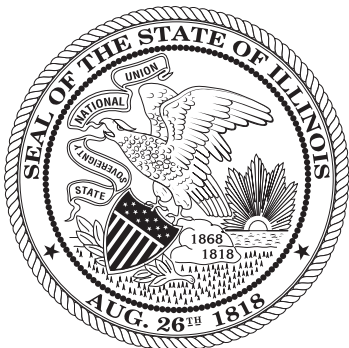
6720-693-2



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulas, 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

IOWA HEALTH SYSTEM, INCORPORATED IN IOWA AND LICENSED TO CONDUCT AFFAIRS IN THIS STATE ON JUNE 15, 2010, 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 A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO CONDUCT AFFAIRS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 12TH day of MAY A.D. 2023 .

Authentication #: 2313201400 verifiable until 05/12/2024

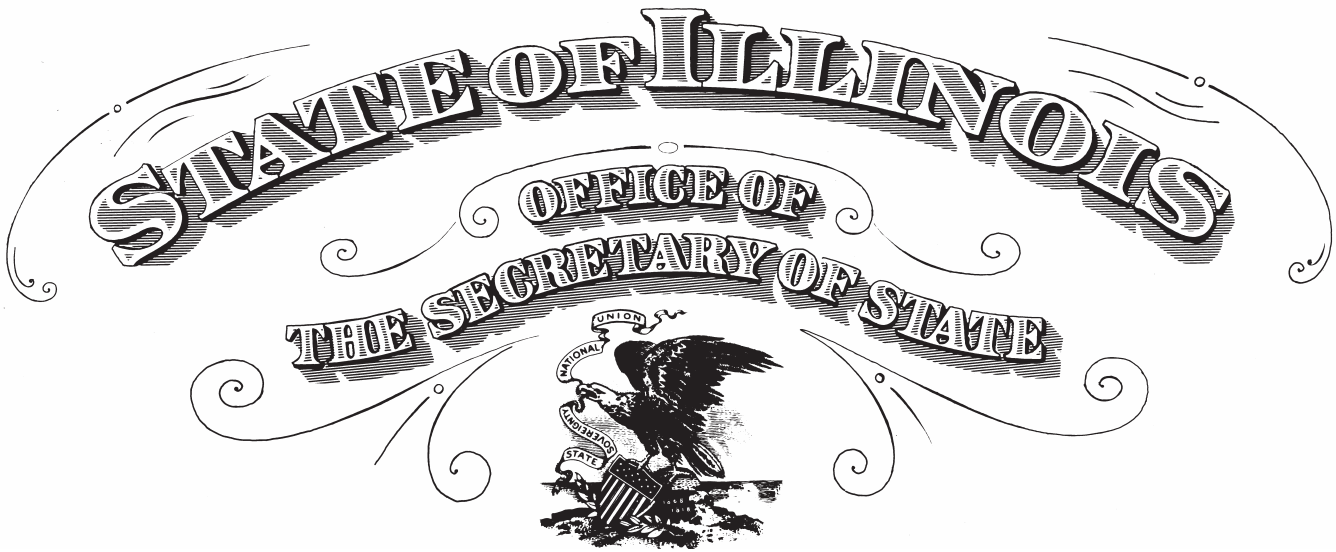
Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulas

SECRETARY OF STATE

File Number

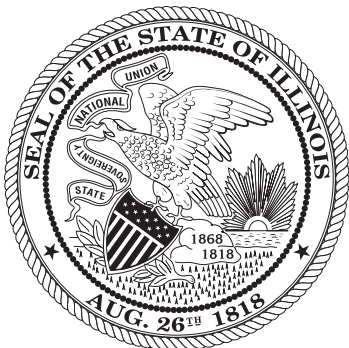
4957-982-9



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulas, 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

TRINITY MEDICAL CENTER, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON NOVEMBER 06, 1969, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 12TH day of MAY A.D. 2023 .

Authentication #: 2313201430 verifiable until 05/12/2024

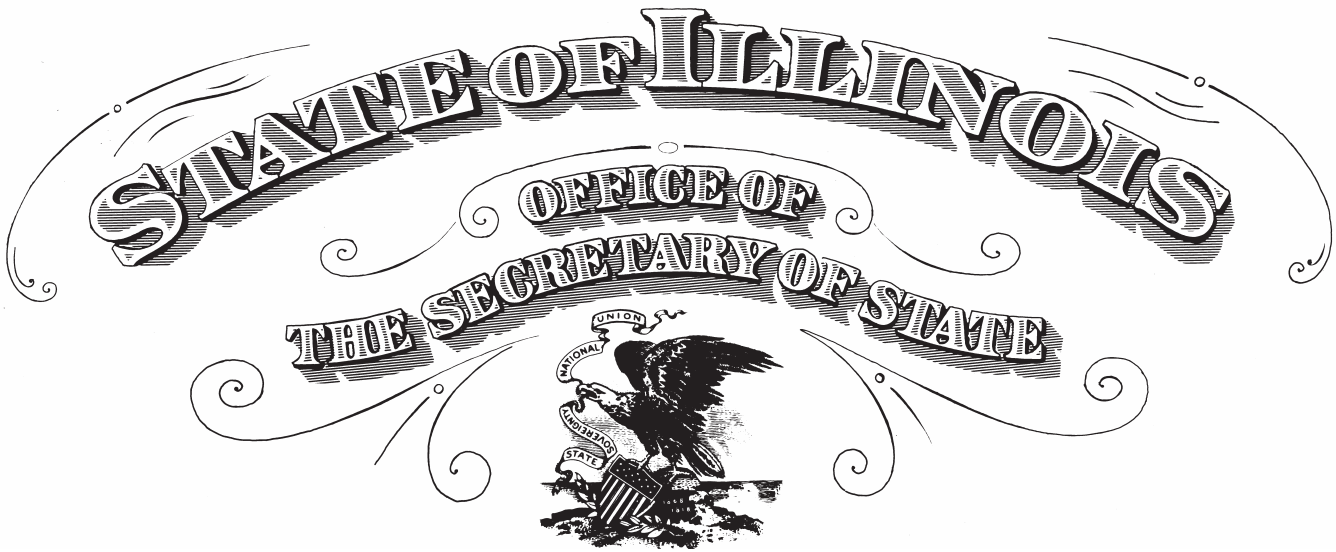
Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulas

SECRETARY OF STATE

File Number

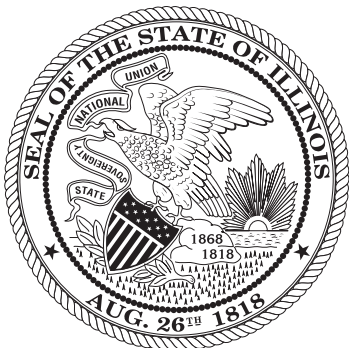
0060217-5



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulas, 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

QUAD CITY AMBULATORY SURGERY CENTER, L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON SEPTEMBER 14, 2001, 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 12TH
day of MAY A.D. 2023 .

Authentication #: 2313201948 verifiable until 05/12/2024

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

Alexi Giannoulas

SECRETARY OF STATE

Section I, Identification, General Information, and Certification
Site Ownership

Attached at Attachment – 2 is the lease agreement between Haversian Canal Systems, LLP and Quad City Ambulatory Surgery Center, L.L.C. to lease the property located at 520 Valley View Drive, Suite 300, Moline, Illinois 61265.

EXTENSION and AMENDMENT TO LEASE AGREEMENT

This **EXTENSION and AMENDMENT TO LEASE AGREEMENT** (this "Amendment") is made and entered into as of October 9, 2018 between **HAVERSIAN CANAL SYSTEMS, LLP**, an Iowa limited liability partnership ("**Landlord**"), and **QUAD CITY AMBULATORY SURGERY CENTER, LLC**, an Illinois limited liability corporation ("**Tenant**").

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated April 15, 2009; and

WHEREAS, The Base Lease Term expired on December 31, 2013 and Tenant through an Election to Renew Lease Term dated January 1, 2014 extended the lease term through January 1, 2019; and

WHEREAS, Landlord and Tenant desire to exercise the second five year option under section 1.4 and further renew and extend Lease Agreement under the revised terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, and intending to be legally bound, Landlord and Tenant hereby agree to the following:

1. **Term.** The Lease Term shall be extended through January 1, 2024.
2. **Base Rent.** Section 1.5(a) is amended to provide that during the extended term, Tenant covenants and agrees to pay Landlord a Base Rent of \$240,223.50, \$34.50 per square foot, or payable in equal monthly installments of \$20,018.63. Base Rent shall be payable in advance, on the first day of each month without notice to Tenant. Beginning January 1, 2020 and on each January 1 of the extended term thereafter, the Base Rent shall be adjusted by the change in the previous year's Consumer Price Index using the "Urban Wage Earners and Clerical Workers (CPI-W) U.S. City Average All Items Index" 1982-84 = 100. Landlord shall cap any annual increase in Base Rent at the lesser of (a) three percent (3%) of the previous year's total Base Rent or (b) the calculation set forth above.
3. **Defined Terms; Full Force and Effect.** Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Lease. To the extent that the provisions of this Amendment are inconsistent with the provisions of the Lease, the provisions of the Amendment shall control. Except as amended, the Lease shall in all other respects, remain unchanged and in full force and effect. In the event of conflict between this Amendment and the Lease, this Amendment shall control.
4. **Binding Effect.** This Amendment shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors, transferees and assigns.
5. **Choice of Law.** This Amendment shall be interpreted, constructed, and enforced in accordance with the laws of the State of Illinois, without regard to choice of law provisions.

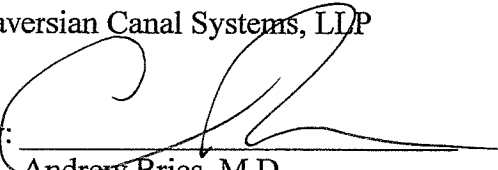
6. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute but one and the same instrument. This Amendment shall become effective upon the execution of a counterpart hereof by each of Landlord and Tenant and delivery to each of a fully executed counterpart.

7. **Ratification.** Landlord and Tenant in all other respects ratify and confirm the Lease Agreement in all documents thereunder by and between Landlord and Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date first set forth above.

LANDLORD:

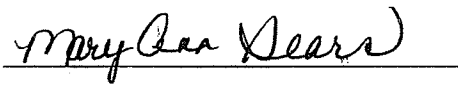
Haversian Canal Systems, LLP

By: 

Andrew Bries, M.D.
Managing Partner

TENANT

Quad City Ambulatory Surgery Center, LLC

By: 

Name: Mary Ann Sears

Title: Interim Director
QCASC

OK
Steve Boardman
10-8-12

ELECTION TO RENEW LEASE TERM

This **ELECTION TO RENEW LEASE TERM** is made and entered into as of January 1, 2014 between **HAVERSIAIAN CANAL SYSTEMS, LLP**, an Iowa limited liability partnership ("**Landlord**"), and **QUAD CITY AMBULATORY SURGERY CENTER, LLC**, an Illinois limited liability corporation ("**Tenant**").

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated April 15, 2009; and

WHEREAS, The Base Lease Term expired on December 31, 2013 and Tenant elects to renew lease term as stated under the terms of the Lease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, and intending to be legally bound, Landlord and Tenant hereby agree to the following:

1. **Term.** The Lease Term shall be renewed and extended through January 1, 2019. With the exception of the Lease Term renewal, the Lease shall in all other respects, remain unchanged and in full force and effect.
2. **Defined Terms; Full Force and Effect.** Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Lease.
3. **Binding Effect.** This renewal shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors, transferees and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this renewal effective as of the date first set forth above.

LANDLORD:

Haversian Canal Systems, LLP

By: _____

Michael Pyevich, MD
Managing Partner

TENANT

Quad City Ambulatory Surgery Center, LLC

By: _____

Shawn Wynn, MD
President

LEASE AGREEMENT

THIS LEASE (the “Lease”) is made the 15 day of April, 2009, by and between **HAVERSIAN CANAL SYSTEMS, LLP**, an Iowa partnership (“Landlord”), and **QUAD CITY AMBULATORY SURGERY CENTER, P.C.**, an Illinois professional corporation (“Tenant”), (collectively the “Parties” and individually a “Party”). Landlord and Tenant agree as follows:

ARTICLE I BASIC LEASE INFORMATION

The following capitalized terms shall have the meaning set forth in this Article unless the context otherwise requires:

1.1 Landlord’s Address: 2300 – 53rd Avenue, Bettendorf, IA 52722

1.2 Tenant’s Address: 520 Valley View Drive, Moline, IL 61265

1.3 Premises: The Premises will consist of 6,963 rentable square feet to be used for the operation of Tenant’s medical practice, a sketch of which is depicted on Exhibit “A” attached hereto and made a part hereof.

1.4 Lease Term: 5 years, with the option to renew Lease Term for an additional two 5 year terms upon mutual agreement

(a) Base Term: The period beginning on the Commencement Date and expiring on the first Expiration Date consists of approximately sixty (60) months.

(b) Commencement Date: The Commencement Date is January 1, 2009.

(c) Expiration Date: As to the Base Term, the last day of the sixtieth (60th) month after the Commencement Date of January 1, 2009.

1.5 Rent: Base Rent and Additional Rent due from Tenant.

(a) Base Rent: For the Base Term, Tenant shall pay Base Rent of \$181,038.00, \$26.00 per square foot, or payable in equal monthly installments of \$15,086.50. Base Rent shall be payable, in advance, on the first day of each month without notice to Tenant. Beginning January 1, 2010, the Base Rent shall be adjusted on each January 1 of the term by the change in the previous year’s (January 2009) Consumer Price Index using the “Urban Wage Earners and Clerical Workers (CPI-W) U.S. City Average All Items Index” 1982-84 = 100. Thereafter, annually by the Consumer Price Index using the “Urban Wage Earners and Clerical Workers (CPI-W) U.S. City Average All Items Index” 1982-84 = 100.

Landlord shall cap any annual increases in Base Rent at the lesser of (a) three percent (3%) of the previous year's total Base Rent or (b) the calculation set forth above.

- (b) **Additional Rent:** All other amounts due from Tenant to Landlord under this Lease including Tenant's Proportionate Share of (i) Operating Expenses (as defined in Section 2.8 below) and (ii) Taxes (as defined in Section 2.9 below) and also including any interest, penalties or damages due from Tenant by virtue of Tenant's failure to comply with the terms of this Lease.
- (c) **Proportionate Share:** The percentage calculated by dividing the rentable area of the Premises by the total rentable area of the Building, excluding Common Areas, and the percentage shall be provided by Landlord to Tenant in writing. It is estimated that for 2009 Tenant's proportionate share will be \$10.50 per square foot.

ARTICLE 2 ADDITIONAL DEFINITIONS

In addition to the terms defined in Article I, the following capitalized terms shall have the meaning set forth in this Article unless the context otherwise requires:

2.1 Common Areas: The parking areas (including parking ramps), driveways, sidewalks, lobbies, hallways, stairways, elevators, walkways, skywalks and all other areas and improvements that may be provided by Landlord for the general use in common of tenants in the Building, as such areas and facilities may be changed from time to time in the discretion of Landlord. Common Areas shall not include conference rooms or storage areas located in other tenants' space or principally available for the use of other tenants in the Building.

2.2 Consent: The written authorization or permission to undertake or engage in the designated action or activity. Except where otherwise indicated, the Consent of a party shall not be unreasonably withheld.

2.3 Default: The occurrence of any event described in Article 13 below.

2.4 Default Interest Rate: Ten (10%) percent per annum, but not to exceed the maximum legal rate of interest allowed by applicable law.

2.5 Hazardous Substances: All hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos, PCBs, mixtures of hazardous waste and source, special nuclear or byproduct material, solvents, nuclear isotopes, and raw materials which include hazardous constituents), or any other similar substances, or materials which are included under or regulated by any Environmental Laws including, without limitation, those laws which are specified in the Comprehensive

Environmental Response, Compensation, and Liability Act of 1980, as codified at 42 U.S.C. §§ 9601, et seq. (1982) (“CERCLA”), Atomic Energy Act of 1954, 42 U.S.C. § 2011 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq.

2.6 Infectious Waste: All Infectious Waste, substances or materials defined in or subject to the Infectious Waste laws and regulations of Illinois (including, but not limited to the provisions of I.L.C.S. 5/56 et seq. as amended) and under any other law or regulation.

2.7 Lease Year: The first Lease Year shall commence on the Commencement Date and terminate December 31 of that year. Thereafter, each Lease Year shall be the calendar year, until the final Lease Year which ends on the Termination Date.

2.8 Operating Expenses: All costs and expenses relating to or incurred or paid in connection with the maintenance of the Common Areas and other portions of the Building and Premises to be maintained by Landlord including, but not limited to, wages of persons directly engaged in the operation, maintenance or access control for the Building, including taxes, insurance and benefits relating thereto; supplies, tools, equipment and materials used in the operation and maintenance of the Common Areas; the cost of all utilities for the Common Areas, including but not limited to the cost of gas, electric and water for heating, ventilating, air conditioning and lighting; the costs of all maintenance and service agreements, including but not limited to security service, window cleaning (external and internal), elevator maintenance, HVAC maintenance and janitorial service. Operating Expenses shall also include the cost of all insurance which Landlord elects to maintain relating to the Building or the Common Areas including, but not limited to, the cost of casualty, rental abatement and liability insurance.

2.9 Taxes: All real estate taxes, assessments, governmental levies, county taxes or any other governmental charge, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or of any kind or nature, which are or may be assessed or imposed upon the Building and the land upon which it is located, except for franchise or income taxes of Landlord, during the Lease Term.

ARTICLE 3 LEASE OF PREMISES

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Premises and the right to use the Common Areas for the Lease Term pursuant to the provisions of this lease.

3.1 Quiet Enjoyment: So long as Tenant is not in Default, Tenant shall peaceably and quietly enjoy the Premises without disturbance from Landlord or from any other person claiming by, through, or under Landlord, subject to the terms, provisions, covenants, agreements and conditions of this Lease and to the deeds of trust, mortgages, ground leases, ordinances, leases and utility easements and agreements to which this Lease is subject and subordinate.

3.2 Access to Premises: Landlord shall have the right to enter the Premises at reasonable times to make inspections and repairs as Landlord deems necessary; to show the Premises to prospective purchasers, mortgagees or tenants of the Building or Premises; or for any purpose relating to the safety or preservation of the Premises or Building or its occupants.

ARTICLE 4 RENT

Tenant covenants and agrees to pay Rent when the same shall become due and payable.

4.1 Base Rent: Monthly Base Rent shall be due in advance on or before the first day of each month of the Lease Term. In the event the Commencement Date is other than the first day of the month, the first month's Base Rent shall be prorated accordingly.

4.2 Operating Expenses; Taxes: Tenant's Proportionate Share of Operating Expenses and Taxes for each Lease Year shall be estimated by Landlord and agreed to by Tenant, which agreement shall not be unreasonably withheld, prior to the beginning of the Lease Year and shall be due in equal installments on the first day of each month of each Lease Year. As soon as practicable after the end of each Lease Year (or at the end of the Lease Term), but no later than March 31 of the following year, Landlord shall deliver to Tenant a statement of the actual Taxes and Operating Expenses for the Lease Year. If the statement discloses that Tenant owes an amount that is less than the payments paid by Tenant for such Lease Year, Landlord will credit such excess first against any sums then owed by Tenant to Landlord and then against the next payments of Rent. If Landlord's statement discloses that Tenant owes more than the payments paid by Tenant for such Lease Year, Tenant shall pay the deficiency to Landlord within thirty (30) days after delivery of the statement. The termination of this Lease will not affect the obligations of Landlord and Tenant performed pursuant to this Section after such termination.

4.3 Other Payments: Any other Additional Rent or other payments due to Landlord under the terms of this Lease shall be paid upon the demand of Landlord.

4.4 Manner and Method of Payment: All Rent shall be paid to Landlord without notice or demand at Landlord's Address or to such other person or at such other place as Landlord may designate. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent in this Lease shall be deemed other than a payment on account of the earliest amount due, nor shall any endorsement or statement on any check or on any letter accompanying any check or payment as Rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to its right to recover the balance of Rent or to pursue any other remedy provided for in this Lease.

4.5 Late payments: If Tenant shall fail to pay any applicable Base Rent or Additional Rent within ten (10) days after the same become due and payable, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the Default Interest Rate.

ARTICLE 5 USE OF PREMISES

Tenant shall at all times comply with all applicable laws and regulations and shall not conduct any activity which may constitute a public or private nuisance. Without limiting the foregoing, Tenant agrees as follows:

5.1 Permitted Use: Tenant shall not use and occupy the Premises for any purpose other than the Permitted Use without the prior approval of Landlord which shall not be unreasonably withheld or delayed.

5.2 Environmental Matters: Tenant shall not cause or permit any Hazardous Substances to be brought upon, or kept or used in or about the Premises by Tenant, its agents, employees, contractors, or invitees, without Landlord's Consent. Landlord acknowledges that Tenant's business will generate Infectious Waste and has the potential to generate waste from Hazardous Substances and Tenant shall be responsible and shall pay for all costs of segregating, packaging, treating, transporting and disposing of all Infectious and Hazardous wastes generated by Tenant in a manner that complies with all applicable laws and regulations. Common Areas (including specifically sanitary and storm sewers) may not be used by Tenant for the storage or disposal of Infectious Waste or Hazardous Substances or waste.

5.3 Insurance Requirements: Tenant shall at all times comply with all terms, conditions, provisions and requirements of any insurance policy, covering or applicable to the Building or Premises and not engage in any activity which shall make void or voidable any insurance then in effect or which may significantly increase the cost of the insurance.

5.4 Rules and Regulations: Tenant shall observe and comply with all reasonable rules and regulations adopted by Landlord. Such rules and regulations shall apply to Tenant and Tenant's employees, agents, licensees, invitees, subtenants and contractors and shall be uniformly applied to all tenants and occupants of the Building.

5.5 Parking: Tenant shall comply with all regulations or policies issued by Landlord related to parking. Landlord may designate the area or areas at which Tenant and Tenant's agents, employees and invitees may park their vehicles. Landlord may designate certain portions of the Common Area for the exclusive use for parking by Tenant or other Tenants of the Building.

5.6 Signs: The use and display of signs located on the real estate, the Building and within the Common Areas shall be regulated by Landlord and no sign shall be constructed or placed by Tenant in such areas without Landlord's Consent. Landlord shall provide a Building directory and will display signage noting the main entrance of Tenant's Premises in a manner consistent with other signage of the Building. Any signage within the Premises shall be solely at Tenant's expense.

5.7 Locks and Security: The Premises shall include locks or other security measures provided by Landlord. At Tenant's request and expense, Landlord will change the

locks or security codes provided by Landlord. Tenant shall make its own determination regarding the adequacy of any security measures and Tenant may, at its expense, provide additional locks or security measures. Tenant shall obtain Landlord's Consent to ensure that the measures taken by Tenant are consistent with other security for the Building and Tenant shall provide keys or codes to ensure Landlord has access to the Premises. All security measures within the Premises shall be at the discretion and expenses of Tenant.

ARTICLE 6 IMPROVEMENTS AND LIENS

6.1 Improvements: Tenant shall make no alterations, additions or improvements to the Premises in excess of Twenty Thousand Dollars (\$20,000) in any calendar year without Landlord's Consent. All approved additions or improvements shall be solely at Tenant's expense.

6.2 Ownership of Improvements: All improvements to the Premises made by either party (except Tenant's personal property, furniture, signs and trade fixtures) including all affixed lighting fixtures, heating, ventilating and air conditioning equipment, and all pipes, ducts, conduits, wiring, paneling, partitions, floor covering, railing, mezzanine floors, galleries, cabinets, casework and the like, shall become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or sooner termination of the Lease Term.

6.3 Covenant Against Liens: Tenant shall do all things necessary to prevent the filing of any mechanics' or other liens against the Premises by reason of any work or materials performed or supplied or claimed to have been performed or supplied to Tenant, or anyone holding the Premises, or any part thereof, through or under Tenant. If any such lien shall at any time be filed, Tenant shall either cause the same to be vacated and cancelled of record within thirty (30) days after the date of the filing thereof or, if Tenant in good faith determines that such lien should be contested, Tenant shall furnish such security, by surety bond or otherwise as prescribed by law to release the same as a lien against the Premises and to prevent any foreclosure of such lien. If Tenant fails to vacate or release such lien in the manner stated above, then, in addition to any other right or remedy of Landlord resulting from Tenant's said Default, Landlord may, but shall not be obligated to, vacate or release the same either by paying the amount claimed to be due or by procuring the release of such lien by giving security or in such other manner as may be prescribed by law. Tenant shall repay to Landlord, on demand, all sums disbursed or deposited by Landlord pursuant to the foregoing provisions of this Section, including Landlord's cost and expenses and reasonable attorney fees incurred in connection therewith. Tenant hereby agrees to hold harmless, indemnify and defend Landlord from and against any such lien or liens or any claim or damage arising therefrom.

ARTICLE 7 UTILITIES AND SERVICES

7.1 Utilities and Services: Except as specifically designated as part of Landlord's Services, Tenant shall provide and pay for all water, gas, heat, light, power,

telephone, trash disposal (including, specifically, Infectious Waste disposal), and other utilities and services supplied to the Premises, together with any Taxes thereon. If any such utilities are not separately metered to Tenant, Tenant shall pay a reasonable proportion of all charges jointly metered with other premises. Landlord shall provide standard water, gas, electric and communication service lines to the Building and the Premises. Tenant shall not at any time overburden or exceed the capacity of the mains, feeders, ducts, conduits or other facilities by which such utilities are supplied to, distributed in or serve the Premises or Building.

7.2 Interruption of Services: No slowdown, interruption, stoppage or malfunction of any utilities or Landlord's Services shall constitute an eviction or disturbance of Tenant's use and possession of the Premises or Building or a breach by Landlord of any of its obligations hereunder, or render Landlord liable for damages or entitle Tenant to be relieved from any of its obligations hereunder (including the obligation to pay Rent) or grant Tenant any off-set or recoupment right. In no event shall Landlord be liable for damages to persons or property, or be in Default hereunder, as a result of such slowdown, interruption, stoppage or malfunction.

ARTICLE 8 MAINTENANCE AND REPAIR

8.1 Landlord's Obligations: Landlord shall make repairs necessary to maintain Common Areas, load bearing walls, foundation and roof of the Building, the plumbing, heating, ventilation and air conditioning, electrical systems and other installations serving more than one tenant in the Building, windows, structural components of the floors, walls and roof, and all other structural items that constitute a part of the Premises and are installed or furnished by Landlord, except for repairs of Tenant's trade fixtures and property and installations that Tenant is obligated to make or that were performed by Landlord at Tenant's request. Landlord shall not be obligated to repair any damage caused by any act, omission or negligence of Tenant or its employees, agents, invitees, licensees, subtenants or contractors. There shall be no allowance to Tenant for diminution of rental value arising from the making of any repairs to Premises or Building and Landlord shall not be liable for any injury to or interference with Tenant's business arising from the making of any reasonable repairs, alterations, additions or improvements in or to the Premises or the Building or to any appurtenances, fixtures or equipment therein. Landlord shall perform or cause such work to be performed in a manner not to interfere with or impair the quiet use and enjoyment of any other portion of the Building by Tenant, and if reasonably required by Tenant, Landlord shall do or cause such work to be done after business hours and on weekends and holidays. There shall be no abatement of Rent because of such repairs, alterations, additions or improvements. If any damage to the Premises or the Building or any part thereof results from any act or omission of Tenant, its agents, employees or invitees, Landlord may, at Landlord's option, repair such damage, and Tenant shall, upon demand from Landlord reimburse Landlord forthwith for all costs of making such repairs.

8.2 Waiver: Tenant agrees to the extent not expressly prohibited by law, that Landlord, its employees and agents, shall not be liable to Tenant, and Tenant waives all claims for injury to person or damage to property sustained by Tenant or any other person occurring in or about the Building or the Premises, resulting directly or indirectly from any existing or future

condition, defect, matter or thing in the Premises, the Building or any part thereof, or from equipment or appurtenances becoming out of repair or from any occurrence, act or omission of any tenant or occupant of the Building. This includes, but is not limited to, damages caused as aforesaid or by the flooding of basements or other subsurface areas or by refrigeration devices, sprinkling devices, air conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage gas, odors, noise or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally whether the damage results from the act or omission of other tenants or occupants in the Building and whether such damage be caused by or result from any thing or circumstance whether of a like or wholly different nature. Nothing shall absolve Landlord of any liability due to any negligence of Landlord, its employees or agents, or for any liability of Landlord that would be included within any of the insured risks covered by insurance policies.

8.3 Tenant's Obligations: Tenant shall maintain the Premises in good order and repair. Tenant shall, at its sole cost and expense, repair and replace all damage or injury to the Premises, Building, fixtures and equipment caused by Tenant, its employees, agents, licensees, subtenants, contractors, and invitees due to the moving of furniture, fixtures or other property, which repairs and replacements shall be in quality and class equal to the original work or installations; said repairs shall be performed in a workmanlike manner and shall comply with all requirements of this Lease in the performance of the work including the provision of Article 6. If Tenant fails to make such repairs or replacements within a reasonable time after written notice from Landlord, they may be made by Landlord at Tenant's expense.

ARTICLE 9 ASSIGNMENT, SUBLETTING, AND SUBORDINATION

9.1 Tenant's Assignment and Subletting: Tenant shall not assign, transfer, mortgage or otherwise encumber this Lease or sublet or permit the Premises to be occupied or used by anyone other than Tenant or its employees, agents or invitees without Landlord's Consent.

9.2 Landlord's Right of Assignment: The term "Landlord" shall mean the owner of the Premises, and automatically upon the sale, assignment, transfer or other conveyance by such owner of its interest in the Premises, such former owner shall thereupon be released and discharged from all covenants and obligations of the Landlord.

9.3 Subordination: This Lease is and shall be subject and subordinate to all ground leases and to all mortgages now upon the Building or property upon which the Premises are located, and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant agrees to execute such documents as Landlord may reasonably request to provide for such subordination.

9.4 Estoppel Certificate: Tenant shall, within ten (10) days following written request from Landlord, execute and deliver to Landlord a written statement certifying that this Lease is in full force and effect and is unmodified (or, if modified, stating the nature of such modification), certifying the date to which the Rent has been paid, and certifying that Landlord is

not in Default hereunder, or specifying such Defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser, lessee or mortgagee of all or any part of the Building. Tenant's failure to deliver such statement within said ten (10) day period shall be conclusive upon Tenant that this Lease is in full force and effect and unmodified and that there are no uncured Defaults in Landlord's performance hereunder.

9.5 Attornment: Tenant agrees that in the event of a sale, transfer, or assignment of the Landlord's interest in the Building or any part thereof, including the Premises, or in the event that any proceedings are brought for the foreclosure of or for the exercise of any power of sale under any mortgage made by Landlord covering the Premises or any part thereof, including the Premises, to attorn to and to recognize such transferee, purchaser, ground lessor or mortgagee as Landlord under this Lease.

ARTICLE 10 OBLIGATIONS UPON TERMINATION

10.1 Surrender of Premises: Upon the expiration or termination of this Lease, Tenant shall surrender the Premises, broom-cleaned, in good condition and repair, with reasonable use, wear and tear excepted, together with all keys and combinations to locks, and all improvements, alterations, additions, fixtures and equipment at any time made or installed in, upon or about the Premises (except personal property, signs and trade fixtures put in at Tenant's expense). The surrender of such property to Landlord shall not be deemed to be a payment of Rent.

10.2 Tenant's Property: At termination of this Lease, Tenant shall remove all of Tenant's personal property and trade fixtures and, at Landlord's option, Tenant shall also remove any improvements, fixtures, equipment and decorations at any time made or installed by Tenant in, upon or about the Premises, and Tenant shall repair any damage caused thereby.

10.3 Delay: If the Premises are not surrendered as required and after Landlord has given Tenant a thirty (30) day notice to quit, Tenant shall indemnify Landlord against all loss or liability resulting from the delay by Tenant in so surrendering the same, including, without limitation, any claims made by any succeeding occupant founded on such delay.

10.4 Holding Over: Should Tenant remain in possession of the Premises after the termination of the Lease Term without a new lease, such holding over shall be deemed to have created a tenancy from month-to-month terminable on thirty (30) days written notice by either party to the other, at a monthly rental equal to the sum of one hundred twenty-five (125%) percent of the Base Rent payable during the last month of the Lease Term, and subject to all the other conditions, provisions and obligations of the Lease (including the payment of Additional Rent) insofar as the same are applicable to a month-to-month tenancy.

ARTICLE 11
INSURANCE AND INDEMNIFICATION

11.1 Liability Insurance: Tenant, at Tenant's sole expense, shall maintain (a) workers' compensation insurance in amounts not less than that required by applicable law, and (b) commercial general liability insurance in such amounts as is generally determined to be commercially reasonable for similar properties by commercial lenders and property owners from time to time, but in all events not less than One Million and No/100 (\$1,000,000) Dollars combined single limit. These policies shall name the Landlord as an additional insured and shall state that the insurance is primary over any insurance which may be carried by the Landlord. The commercial general liability insurance shall include coverage for premises/operations, independent contractors and personal injury liability. Such insurance shall be licensed in the State of Iowa and shall have a "Best's Insurance Guide" rating of B+/VI or better. At Landlord's request, Tenant shall furnish Certificates of Insurance evidencing compliance with the Lease provisions. The policy shall provide that the Landlord will be notified in writing thirty (30) days before cancellation, material change or renewal of insurance. In the event of Tenant's failure to obtain or maintain such insurance, Landlord shall have the right, but shall not be obligated, to procure such insurance, and all amounts so paid therefore by Landlord, with interest thereon, shall be payable by Tenant to Landlord and shall constitute Additional Rent hereunder.

11.2 Tenant Waiver and Indemnity: Tenant hereby releases Landlord from liability for personal injury, property damage or business loss occurring on or to the Premises, caused by casualty, risks or hazards ordinarily covered by the insurance required by this Lease and waives all rights of recovery against the Landlord for such loss or damage. Tenant agrees to indemnify, defend and hold Landlord harmless of and from any and all claims of any kind or nature arising from Tenant's use of the Premises and Tenant hereby waives all claims against Landlord for personal injury, property damage or business loss from any cause whatsoever arising on or after the date of this Lease, other than such as may be caused by the Landlord's gross negligence or recklessness.

11.3 Casualty Insurance: Landlord shall maintain standard fire and extended coverage insurance on the Building (excluding leasehold improvements) and on all Building standard leasehold improvements in amounts deemed reasonable and necessary by Landlord. Cost of said insurance shall be assessed as Operating Expenses. Tenant shall maintain at its expense standard fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Premises and on its non-Building standard leasehold improvements and on all other additions or improvements (including fixtures) made by Tenant and not required to be insured by Landlord above.

11.4 Waiver of Subrogation: Anything in this lease to the contrary notwithstanding, Landlord and Tenant, each hereby waives any and all rights of recovery, claim, action or cause of action, against the other, its agents, partners, shareholders, officers, directors, or employees, for any loss or damage that may occur to the Premises or the Building or any improvements thereto, or any personal property of such party therein by reason of fire, the elements, or any other cause which could be insured against under the terms of the insurance policies referred to herein regardless of the cause or origin, including negligence of the other

party, hereto its agents, officers, partners, shareholders, directors or employees, and covenants that no insurer shall hold any right of subrogation against such other party to the extent permitted by law.

ARTICLE 12 DAMAGE, DESTRUCTION, AND CONDEMNATION

12.1 Damage: If the Premises, Common Areas or systems serving the Building or any part of the foregoing shall be wholly or partially damaged by fire or other casualty, Tenant shall give prompt notice thereof to Landlord, and Landlord shall, at its sole expense, commence promptly and proceed with reasonable diligence to repair the damaged property and restore it to a condition at least equal to the condition of the same prior to such damage, and all Rent with respect to the part of the Premises rendered unusable shall be abated from the date of such damage until its full repair and restoration. Landlord shall be entitled to receive any and all such insurance proceeds payable with respect to such damage, and shall use all such insurance proceeds to repair and restore the damaged property. Tenant agrees to repair and replace, at its expense, its own furniture, furnishings and equipment, additions, alterations or installations provided by Tenant at its expense and not required to be covered by Landlord's insurance.

12.2 Right of Termination: In the event that fifty (50%) percent or more of the rentable floor area of the Building is damaged by fire or other casualty or the cost of repair exceeds Two Million and No/100 (2,000,000.00) Dollars, Landlord may, at its option, exercisable by written notice delivered to Tenant within sixty (60) days after casualty date, terminate this Lease as of such date, and all Rents shall be prorated and adjusted as of such date.

12.3 Condemnation: If any part of the Building or Premises shall be condemned by any public authority or any entity entitled to exercise the power of eminent domain so as to substantially and materially hamper the operations of the Tenant, then the Rent payable hereunder shall be reduced in such proportion that the remaining area of Premises bears to original area of entire Premises. If the entire Premises are condemned, then this Lease shall terminate as of the date of the taking by the condemning authority. All monies received from the condemning authority shall be the property of the Landlord.

ARTICLE 13 DEFAULT

13.1 Acts Constituting Default: The occurrence of any of the following shall constitute a Default and breach of this Lease by Tenant:

- (a) Failure of Tenant to pay any Rent, or any part thereof, or any other amounts due Landlord, as and when the same shall become due and payable, and such failure shall continue for a period of fifteen (15) days after written notice of such failure; or

- (b) Failure by Tenant to observe or perform any other provision or covenant of this Lease, where such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant or for an extended period of time not to exceed an additional thirty (30) day period if the nature of the Default is such that the same cannot reasonably be cured within the original thirty (30) day period, and so long as Tenant diligently pursues the same to completion.

13.2 Landlord's Remedies: In the event of any Default, Landlord has the rights and remedies hereinafter provided in this Section or as otherwise provided or allowed by law, all of such remedies being cumulative and not exclusive:

- (a) Landlord may terminate this Lease by giving Tenant at least ten (10) days written notice in which event, the Lease Term shall end, and all right, title and interest of Tenant hereunder shall expire on the date stated in such notice.
- (b) Landlord may terminate Tenant's right to possession without terminating the Lease by giving Tenant at least ten (10) days written notice that its right to possession will end on a stated date in which event the liability of Tenant for the Rent shall not be extinguished for the balance of the Lease Term; or
- (c) Landlord may perform, on behalf and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice (or, without notice if Landlord, in its good faith judgment, believes it would be materially injured by failure to take rapid action or if the unperformed obligation of Tenant constitutes an emergency), the cost of which performance by Landlord, together with interest thereon at the Default Rate from the date of such expenditure, shall be deemed Additional Rent and shall be payable by Tenant to Landlord upon demand.

In the event Landlord elects to pursue the remedy set forth in subparagraph (b), upon and after retaking of possession, Landlord shall attempt to mitigate its damages by using reasonable efforts to relet the Premises. In the event of such reletting, Landlord shall first apply any rent collected thereon against the expenses Landlord incurred in recovering possession of and reletting the Premises, and shall apply the balance of such rent against any Rent past due from Tenant or that would have been paid by Tenant for remainder of the Lease Term.

ARTICLE 14 OTHER PROVISIONS

14.1 Waiver: The failure or delay on the part of either party to enforce any of the provisions, rights or remedies in this Lease shall not be construed as a waiver thereof, nor affect the validity of this Lease or any part thereof, or the right of the party to thereafter enforce

each and every such provision, right or remedy. No waiver of any breach of this Lease shall be held to be a waiver of any other or subsequent breach. The receipt by Landlord of Rent at a time when the Rent is in Default under this Lease shall not be construed as a waiver of such Default.

14.2 Unavoidable Delay: In the event that either party shall be delayed or hindered in or prevented from the performance of any work, service or other acts required under this Lease to be performed by the party and such delay or hindrance is due to strikes, lockouts, acts of God, governmental restrictions, enemy acts, civil commotion, unavoidable fire or other casualty or other causes of a like nature beyond the control of the party so delayed or hindered, then performance of such work, service or other act shall be extended for a period equivalent to the period of such delay. No claim for such excused delay shall be valid unless the party claiming the same shall give written notice of the cause of the claimed delay to the other party within ten (10) days after the occurrence of such event giving rise to such claim. In no event shall such delay constitute a termination of this Lease, or any extension thereof. The provisions of this Section shall not operate to excuse Tenant from the prompt payment of Rent.

14.3 Successors and Assigns: The respective rights and obligations provided in this Lease shall bind and inure to the benefit of the parties, hereto, jointly and severally, their legal representatives, heirs, successors and assigns.

14.4 Governing Law: This Lease shall be governed in accordance with the laws of the State of Illinois.

14.5 Severability: Landlord and Tenant intend and believe that each provision in this Lease comports with all applicable federal, state and local laws and judicial decisions. However, if any provision or provisions, or if any portion of any provision or provisions in this Lease is found by a court of competent jurisdiction or an administrative agency or tribunal to be in violation of any federal, state or local ordinance, statute, law, administrative decision or public policy, and if such court tribunal should declare such portion, provision or provisions of this Lease to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of both Landlord and Tenant that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Lease shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained herein, and that the rights, obligations and interests of Landlord and Tenant under the remainder of this Lease shall continue in full force and effect.

14.6 Captions: Captions, titles and table of contents of this Lease are for convenience and reference only and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of this Lease.

14.7 Entire Agreement: This Lease, including all Exhibits and Addenda attached hereto contains all the agreements, conditions, understandings, representations and warranties made between the parties hereby with respect to the subject matter hereof and may not be modified orally or in any manner other than by an agreement in writing signed by both parties hereto or their respective permitted successors in interest.

14.8 Notices: Any notice that may or shall be given under the terms of this Lease shall be in writing and shall be either delivered in person or sent by United States Registered or Certified Mail, return receipt requested, postage prepaid and if to Tenant, addressed to the Tenant's Address, if to Landlord, addressed to Landlord's Address. A party may change such address by giving notice as provided above. Notice shall be deemed given when delivered (if delivered by hand) or three (3) days after being deposited in the United States Mail, postage prepaid, as provided above (if sent by certified mail, return receipt requested).

* * * * *

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

LANDLORD:

HAVERSIAN CANAL SYSTEMS, LLP,
an Iowa Partnership

By: _____

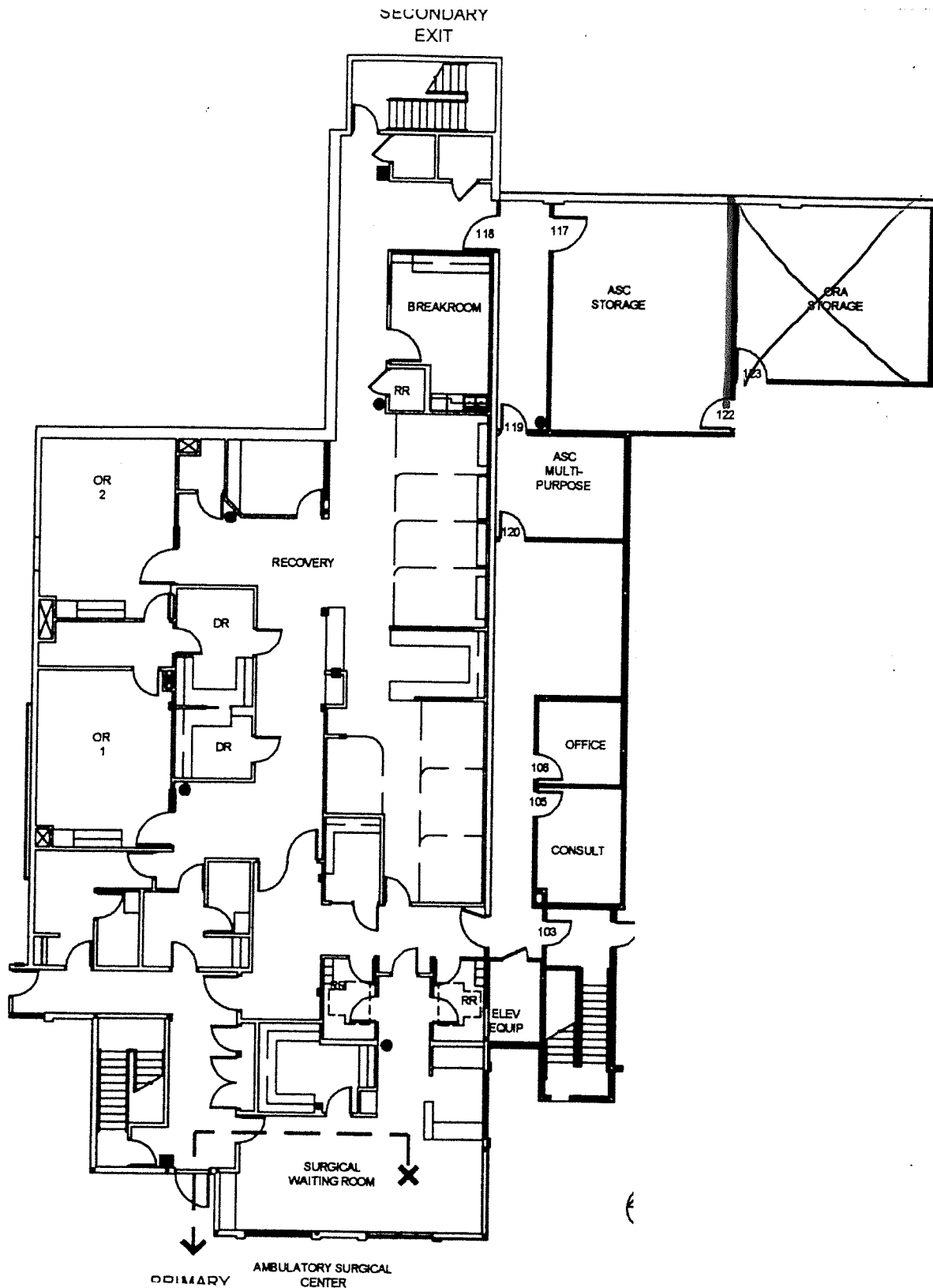
Its: Partner

TENANT:

**QUAD CITY AMBULATORY SURGERY
CENTER, P.C.,** an Illinois Professional
Corporation

By: _____

Its: president

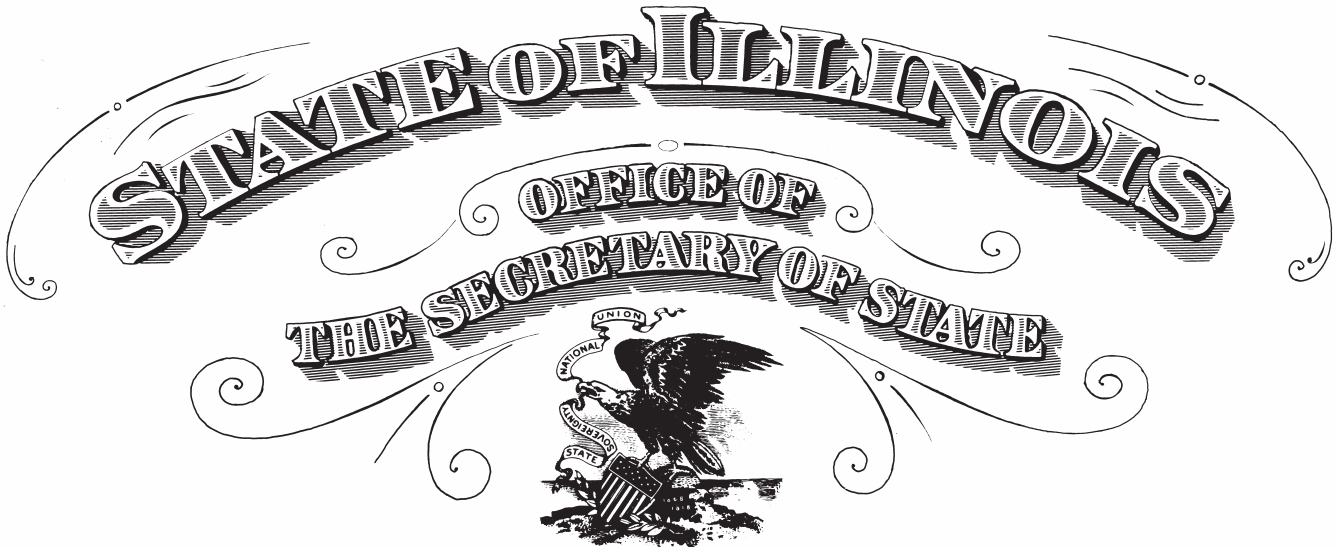


Section I, Identification, General Information, and Certification
Operating Identity/Licensee

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

File Number

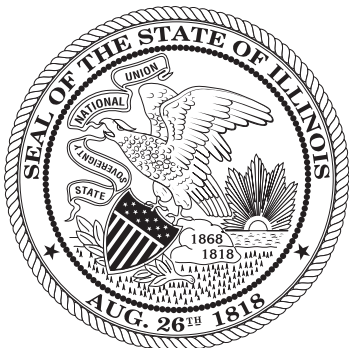
0060217-5



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulas, 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

QUAD CITY AMBULATORY SURGERY CENTER, L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON SEPTEMBER 14, 2001, 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 12TH day of MAY A.D. 2023 .

Authentication #: 2313201948 verifiable until 05/12/2024

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

Alexi Giannoulas

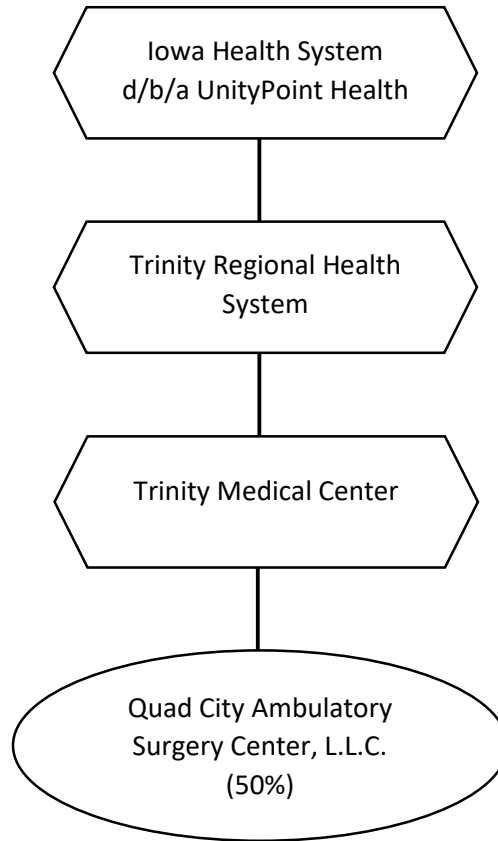
SECRETARY OF STATE

Section I, Identification, General Information, and Certification

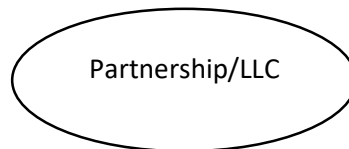
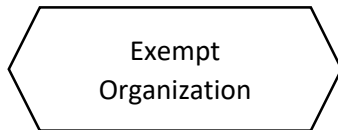
Organizational Relationships

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

Pre-Closing Organizational Chart

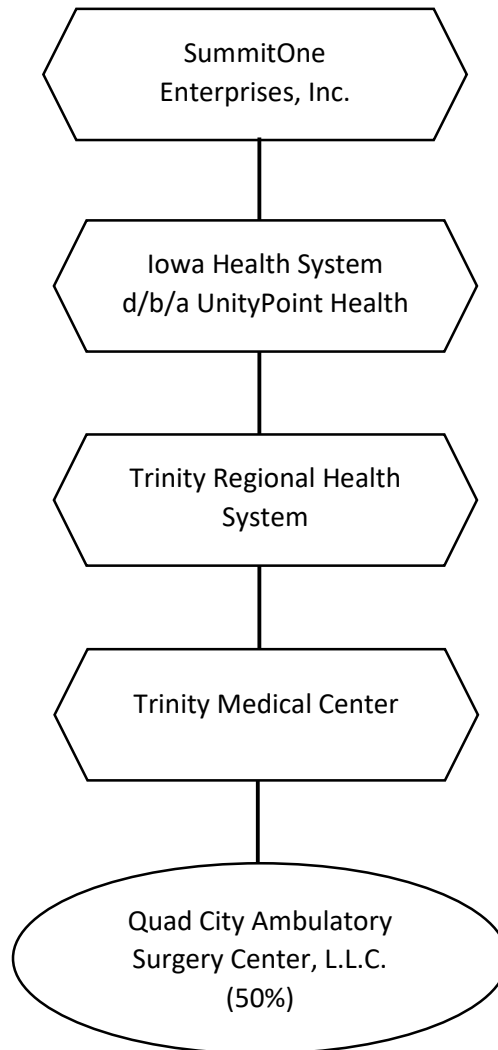


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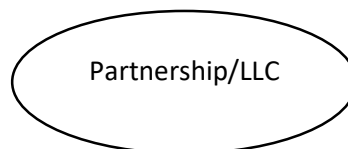
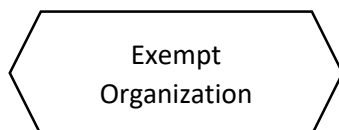


Solid Line
represents Control

Post-Closing Organizational Chart



Key:



Solid Line
represents Control

DOCS/2970783.2

Section II, Background of the Applicant

1. A list of health care facilities owned or operated by UnityPoint Health and QCASC in Illinois including licensing and certification information is attached at Attachment – 5A.
2. By their signature on the Certification pages to this application, each of the Applicants attest that to the best of their knowledge no adverse action has been taken against any Illinois health care facility owned and/or operated by them during the three (3) years prior to the filing of this application
3. By their signatures on the Certification pages to this application, each of the Applicants authorize HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to: (i) official records of DPH or other State agencies, (ii) the licensing or certification records of other states, when applicable, and (iii) the records of nationally recognized accreditation organizations.

UnityPoint Health			
Name	Address	License No.	Accreditation Identification No
UnityPoint Health - Trinity Moline	500 John Deere Road Moline, Illinois 61265	0005140	
UnityPoint Health - Trinity Rock Island	2701 17 th Street Rock Island, Illinois 61201	0003244	C551743

UnityPoint Health Health Care Facilities with 5% or Greater Ownership			
Name	Address	License	Accreditation Identification No.
The Quad Cities Rehabilitation Institute	653 52 nd Avenue Moline, Illinois 61265	0006312	684196
Quad City Ambulatory Surgery Center, LLC	520 Valley View Drive, Suite 300 Moline, Illinois 61265	7002520	12794

DISPLAY THIS PART IN A
CONSPICUOUS PLACE

#E-023-23

Exp. Date 11/28/2023

Lic Number 0005140

Date Printed 10/5/2022

Trinity Medical Center - 7th St Campus
dba Trinity Moline
500 John Deere Rd, 7th St Campus
Moline, IL 61265

FEE RECEIPT NO.

**Illinois Department of
PUBLIC HEALTH**



LICENSE, PERMIT, CERTIFICATION, REGISTRATION

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

Sameer Vohra, MD, JD, MA
Director

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
11/28/2023	General Hospital	0005140

Effective: 11/29/2022

Trinity Medical Center - 7th St Campus
dba Trinity Moline
500 John Deere Rd, 7th St Campus

Moline, IL 61265

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



**Illinois Department of
PUBLIC HEALTH**

HF 125478

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

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

Amaal V.E. Tokars
Acting Director

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
6/30/2023		0003244
General Hospital		
Effective: 07/01/2022		

Trinity Medical Center (West)
dba Trinity Rock Island
2701 17th Street

Rock Island, IL 61201

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#E-023-23
← DISPLAY THIS PART IN A
CONSPICUOUS PLACE

Exp. Date 6/30/2023

Lic Number 0003244

Date Printed 5/3/2022

Trinity Medical Center (West)
dba Trinity Rock Island
2701 17th Street
Rock Island, IL 61201

FEE RECEIPT NO.

#E-023-23

← DISPLAY THIS PART IN A
CONSPICUOUS PLACE



**Illinois Department of
PUBLIC HEALTH**

HF 126142

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

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

Sameer Vohra, MD,JD,MA
Director

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
8/17/2023		0006312
Rehabilitation Hospital		
Effective: 08/18/2022		

The Quad Cities Rehabilitation Institute, LLC
653 52nd Avenue
Moline, IL 61265

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

Exp. Date 8/17/2023

Lic Number 0006312

Date Printed 8/19/2022

The Quad Cities Rehabilitation Institute
653 52nd Avenue
Moline, IL 61265

FEE RECEIPT NO.

#E-023-23

← DISPLAY THIS PART IN A
CONSPICUOUS PLACE**Illinois Department of
PUBLIC HEALTH**

HF 126508

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

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

Sameer Vohra, MD,JD,MA
Director

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
12/2/2023		7002520
Ambulatory Surgery Treatment Center		
Effective: 12/03/2022		

Quad City Ambulatory Surgery Center, LLC
520 Valley View Dr Ste 300
Moline, IL 61265

Exp. Date 12/2/2023

Lic Number 7002520

Date Printed 10/12/2022

Quad City Ambulatory Surgery Center,
520 Valley View Dr Ste 300
Moline, IL 61265-6152

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FEE RECEIPT NO.



HEALTHCARE CERTIFICATE

Certificate no.:
C551743

Initial certification date:
18 October, 2022

Valid:
18 October, 2022 – 18 October, 2025

This is to certify that the management system of

Trinity Rock Island

2701 17th Street, Rock Island, IL, 61201, USA

has been found to comply with the requirements of the:

NIAHO® Hospital Accreditation Program

Pursuant to the authority granted to DNV Healthcare USA Inc. by the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, this organization is deemed in compliance with the Medicare Conditions of Participation for Hospitals (42 C.F.R. §482).

Place and date:
Cincinnati, OH, 31 October, 2022



For the issuing office:
DNV Healthcare USA Inc.
4435 Aicholtz Road, Suite 900, Cincinnati,
OH, 45245, USA



Kelly Proctor
Management Representative



September 9, 2022

Tammy Pauwels
CEO
Quad Cities Rehabilitation Institute, LLC
653 52nd Avenue
Moline, IL 61265

Joint Commission ID #: 684196
Program: Hospital Accreditation
Accreditation Activity: 60-day Evidence of Standards
Compliance
Accreditation Activity Completed : 9/7/2022

Dear Ms. Pauwels:

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

Comprehensive Accreditation Manual for Hospitals

This accreditation cycle is effective beginning September 1, 2022 and is customarily valid for up to 36 months. Please note, The Joint Commission reserves the right to shorten the duration of the cycle.

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

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

Congratulations on your achievement.

Sincerely,

A handwritten signature in dark ink that reads "Mark Pelletier".

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



ACCREDITATION ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

ACCREDITATION NOTIFICATION

September 10, 2021

Organization #	12794		
Organization Name	Quad City Ambulatory Surgery Center, LLC dba QCASC		
Address	520 Valley View Dr, Suite 300		
City State Zip	Moline	IL	61265-6152
Decision Recipient	Amy Fox, RN, BSN, MOL		
Survey Date	8/9/2021-8/10/2021	Type of Survey	Re-Accreditation
Accreditation Type	Full Accreditation		
Accreditation Term Begins	8/24/2021	Accreditation Term Expires	8/23/2024
Accreditation Renewal Code	2D63084012794		

As an ambulatory health care organization that has undergone the AAAHC Accreditation Survey, your organization has demonstrated its substantial compliance with AAAHC Standards. The AAAHC Accreditation Committee recommends your organization for accreditation.

Next Steps

- Members of your organization should take time to thoroughly review your Survey Report.
 - Any standard rated less than "FC" (Fully Compliant) must be corrected promptly. Subsequent surveys by AAAHC will seek evidence that deficiencies from this survey were addressed without delay.
 - The Summary Table provides an overview of compliance for each chapter applicable to your organization.
- AAAHC Standards, policies and procedures are reviewed and revised annually. You are invited to participate in the review through the public comment process each fall. Your organization will be notified when the proposed changes are available for review. You may also check the AAAHC website in late summer for details.
- Accredited organizations are required to maintain operations in compliance with the current AAAHC Standards and policies. Updates are published annually in the AAAHC *Handbooks*. Mid-year updates are announced and posted to the AAAHC website, www.aaahc.org.
- In order to ensure uninterrupted accreditation, your organization 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 scoping and scheduling the survey.
NOTE: You will need the Accreditation Renewal Code found in the table at the beginning of this document to submit your renewal application.

Additional Information

Organization # 12794

Organization: Quad City Ambulatory Surgery Center, LLC dba QCASC

September 10, 2021

Page 2

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.

grants this

CERTIFICATE OF ACCREDITATION

to

QUAD CITY AMBULATORY SURGERY CENTER, LLC
DBA QCASC

520 VALLEY VIEW DR, SUITE 300
MOLINE, IL 61265

*In recognition of its commitment to high quality of care and substantial compliance
with the Accreditation Association for Ambulatory Health Care standards for ambulatory health care organizations.*

12794

Organization Identification Number



AUGUST 23, 2021

The Award of Accreditation expires on the above date

Arnaldo Valedon, MD

ARNALDO VALEDON, MD

Chair of the Board

Noel M. Adachi

NOEL ADACHI, MBA

President & CEO



5250 OLD ORCHARD ROAD, SUITE 200 • SKOKIE, IL 60077
PHONE: 847/853.6060 • E-MAIL: INFO@AAAHC.ORG • WEB SITE: WWW.AAAHC.ORG

Section III, Change of Ownership (CHOW)**Criterion 1130.520 Requirements for Exemptions Involving the Change of Ownership of a Health Care Facility****Applicable Review Criteria – CHOW****1. 1130.520(b)(1)(A) – Names of the Parties**

QCASC is the operator/licensee of the ambulatory surgical treatment center.

Trinity Medical Center has a 50% ownership interest in QCASC.

Trinity Regional Health System is the sole corporate member of Trinity Medical Center.

UnityPoint Health is sole corporate member of Trinity Regional Health System.

SummitOne will be the sole corporate member of UnityPoint Health (the ultimate parent entity of Trinity Medical Center).

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

Iowa Health System d/b/a UnityPoint Health, an Iowa nonprofit corporation and a Section 501(c)(3) corporation under the Internal Revenue Code (“UPH”) and Presbyterian Healthcare Services, a New Mexico nonprofit corporation and a Section 501(c)(3) corporation under the Internal Revenue Code (“Presbyterian”) have entered into a definitive agreement whereby each party and its subsidiaries will become financially and operationally integrated and whereby a new parent entity, SummitOne Enterprises, Inc., will be formed to serve as the sole corporate member of the two existing health systems, UPH and Presbyterian. The planned transaction is scheduled to close July 1, 2023, or as soon thereafter as all closing conditions have been satisfied.

Subject to approval of this Change of Ownership Application for Exemption, neither the licensed facility of the ambulatory surgical treatment center nor the legal entity operating the ambulatory surgical treatment center and maintaining responsibility for the ambulatory surgical treatment center will change as a result of the UPH and Presbyterian integration. No consideration (money, property, or other assets) will be exchanged between UPH and Presbyterian in connection with the definitive agreement.

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

Quad City Ambulatory Surgery Center, L.L.C.

4. 1130.520(b)(1)(E) – List of Ownership or Membership Interest in the Licensed Entity Prior to and After the Transaction

The organizational charts showing the current organizational structure for QCASC, along with the post-transaction ownership structure are attached at Attachment - 4.

5. 1130.520(b)(1)(F) – Fair Market Value of QCASC

\$298,531.50

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

No consideration (money, property or other assets) will be exchanged between UPH and Presbyterian as part of this integration.

7. 1130.520(b)(2) – Affirmations

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

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

Not Applicable

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

UPH and Presbyterian are integrating their health systems for the purpose of strengthening the delivery of local healthcare by:

- o Creating an elevated model for sustainable healthcare in local communities and ensuring long-term financial stability for UPH and Presbyterian;
- o Continuing to prioritize value-based care;
- o Recognizing that given UPH's and Presbyterian's footprints, affordable access to rural healthcare is paramount;
- o Strengthening UPH's and Presbyterian's workforce pipelines and leveraging educational assets;
- o Enabling clinical excellence and designing highly reliable, evidence-based models of care;
- o Expanding SummitOne's healthcare financing capabilities to manage the financial risk of health plans and to align the clinical and economic interests of the plan beneficiaries' providers;
- o Combining the respective operations of UPH and Presbyterian to enable them to better serve their patients and beneficiaries; and
- o Increasing the providers who are clinically and economically aligned with SummitOne through value-based contracting and other risk-based mechanisms.

The parties believe this transaction will impact the lives of four million patients and members through more than twenty-six (26) hospital facilities, hundreds of clinics, a 40,000 strong workforce with nearly 3,000 physicians and advanced practice clinicians, and significant health plan operations.

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

The planned transaction will allow UPH and Presbyterian to establish a fully-integrated operating model amongst their health systems to ensure UPH and Presbyterian can achieve their shared goals and ongoing responsible stewardship of the charitable assets of the health systems so the health systems can continue to maintain a strong clinical, financial, strategic, and operational profile.

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

UPH and Presbyterian share similar values and goals including increasing investment in clinical excellence, improving patient and member experience, developing digital and other innovations, workforce development, improving access to care in rural communities, lowering administrative costs, and ongoing stewardship over the charitable assets with which they have been entrusted. By aspiring to consistently engage in process improvement and improve consistency to meet the highest standards for quality and patient and member satisfaction, UPH and Presbyterian will continue to advance the commitment to delivering care that is of the highest quality and eliminates preventable harm. It is also anticipated that UPH and Presbyterian will evaluate opportunities to integrate their quality plans toward the development of a System-wide quality plan after the closing of the planned transaction.

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

There will be no change to the QCASC governing body as a result of the planned transaction.

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

There are no anticipated changes to the Categories of Service provided at QCASC at this time. QCASC will apply for and obtain approval from the State Board to make any adjustments necessary to best address the health care needs of the community served by QCASC.

Section IV – Charity Care Information

The table below provides charity care information for the most recent three years for QCASC.

QUAD CITY AMBULATORY SURGERY CENTER CHARITY CARE			
	2019	2020	2021
Net Patient Revenue	\$17,623,198	\$19,337,475	\$21,913,004
Amount of Charity Care (charges)			
Cost of Charity Care	\$3,675	\$1,013	\$2,044

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 – 23
2	Site Ownership		24 – 43
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.		44 – 45
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.		46 - 48
5	Background of the Applicant		49 – 59
6	Change of Ownership		60 – 62
7	Charity Care Information		63