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:	NovaMed Surgery Center of Oak Lawn, LLC d/b/a Center for Reconstructive Surgery				
Street Address:	6311 W. 95th Street				
City and Zip Code:	Oak Lawn 60453				
County:	Cook	Health Service Area:	007	Health Planning Area :031	

Legislators

State Senator Name:	Willie Preston
State Representative Name:	Mary E. Flowers

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

Exact Legal Name:	NovaMed Surgery Center of Oak Lawn, LLC
Street Address:	6311 W. 95th Street
City and Zip Code:	Oak Lawn 60453
Name of Registered Agent:	Illinois Corporate Service Company
Registered Agent Street Address:	801 Adlai Stevenson Drive
Registered Agent City and Zip Code:	Springfield, IL 62073
Name of Chief Executive Officer:	Tina Heffernan, Administrator
CEO Street Address:	340 Seven Springs Way, Suite 600
CEO City and Zip Code:	Brentwood, TN 37027
CEO Telephone Number:	708-499-3355

Type of Ownership of Applicants

☐ Non-profit Corporation
☐ For-profit Corporation
☒ Limited Liability Company
☐ Partnership
☐ Governmental
☐ 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:	Joe Ourth
Title:	Partner
Company Name:	Saul Ewing LLP
Address:	161 N. Clark Street, Suite 4200, Chicago, IL 60601
Telephone Number:	(312) 876-7815
E-mail Address:	joe.ourth@saul.com
Fax Number:	(312) 876-5216

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

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

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Street Address:	6311 W. 95th Street				
City and Zip Code:	Oak Lawn 60453				
County:	Cook	Health Service Area:	007	Health Planning Area :031	

Legislators

State Senator Name:	Willie Preston
State Representative Name:	Mary E. Flowers

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

Exact Legal Name:	Surgery Partners, Inc.
Street Address:	340 Seven Springs Way, Suite 600
City and Zip Code:	Brentwood, TN 37027
Name of Registered Agent:	Illinois Corporate Service Company
Registered Agent Street Address:	801 Adlai Stevenson Drive
Registered Agent City and Zip Code:	Springfield, Illinois 62703
Name of Chief Executive Officer:	J. Eric Evans
CEO Street Address:	340 Seven Springs Way, Suite 600
CEO City and Zip Code:	Brentwood, TN 37027
CEO Telephone Number:	615-234-5900

Type of Ownership of Applicants

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

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- 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.

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Primary Contact [Person to receive ALL correspondence or inquiries]

Name:	Joe Ourth
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Company Name:	Saul Ewing LLP
Address:	161 N. Clark Street, Suite 4200, Chicago, IL 60601
Telephone Number:	(312) 876-7815
E-mail Address:	joe.ourth@saul.com
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ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR CHANGE OF OWNERSHIP EXEMPTION

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This Section must be completed for all projects.

Facility/Project Identification

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Street Address:	6311 W. 95th Street				
City and Zip Code:	Oak Lawn 60453				
County:	Cook	Health Service Area:	007	Health Planning Area :031	

Legislators

State Senator Name:	Willie Preston
State Representative Name:	Mary E. Flowers

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

Exact Legal Name:	Oak Lawn ASC Buyer, LLC
Street Address:	5775 Glenridge Drive, Building B, Suite 500
City and Zip Code:	Atlanta GA 30328
Name of Registered Agent:	The Corporation Trust Company
Registered Agent Street Address:	1209 Orange Street
Registered Agent City and Zip Code:	Wilmington Delaware 19801
Name of Chief Executive Officer:	Rex Adams
CEO Street Address:	5775 Glenridge Drive, Building B. Suite 500
CEO City and Zip Code:	Atlanta GA 30328
CEO Telephone Number:	(404) 953-4050

Type of Ownership of Applicants

☐ Non-profit Corporation
☐ For-profit Corporation
☒ Limited Liability Company
☐ Partnership
☐ Governmental
☐ 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:	Joe Ourth
Title:	Partner
Company Name:	Saul Ewing LLP
Address:	161 N. Clark Street, Suite 4200, Chicago, IL 60601
Telephone Number:	(312) 876-7815

#E-029-23

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:	NovaMed Surgery Center of Oak Lawn, LLC d/b/a Center for Reconstructive Surgery				
Street Address:	6311 W. 95th Street				
City and Zip Code:	Oak Lawn 60453				
County:	Cook	Health Service Area:	007	Health Planning Area :031	

Legislators

State Senator Name:	Willie Preston
State Representative Name:	Mary E. Flowers

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

Exact Legal Name:	EyeSouth Holdings Topco LLC
Street Address:	5775 Glenridge Drive, Building B, Suite 500
City and Zip Code:	Atlanta GA 30328
Name of Registered Agent:	The Corporation Trust Company
Registered Agent Street Address:	1209 Orange Street
Registered Agent City and Zip Code:	Wilmington Delaware 19601
Name of Chief Executive Officer:	Rex Adams
CEO Street Address:	5775 Glenridge Drive, Building B, Suite 500
CEO City and Zip Code:	Atlanta GA 30328
CEO Telephone Number:	(404) 953-4050

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.

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Name:	Joe Ourth
Title:	Partner
Company Name:	Saul Ewing LLP
Address:	161 N. Clark Street, Suite 4200, Chicago, IL 60601
Telephone Number:	(312) 876-7815
E-mail Address:	joe.ourth@saul.com
Fax Number:	(312) 876-5216

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: Keith Wuetig
Title: Regional Director of Operations
Company Name: EyeSouth Partners
Address: 5775 Glenridge Drive, Building B, Suite 500 Atlanta, Georgia 30328
Telephone Number: 219-730-5925
E-mail Address: keith.wuetig@eyesouthpartners.com
Fax Number: n/a

Site Ownership after the Project is Complete
[Provide this information for each applicable site]

Exact Legal Name of Site Owner:	CHCT Illinois, LLC
Address of Site Owner:	3326 Aspen Grove, Suite 150, Franklin, Tennessee 37067
Street Address or Legal Description of the Site: **Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statements, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease, or a lease.**	
APPEND DOCUMENTATION AS ATTACHMENT 2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

Current Operating Identity/Licensee
[Provide this information for each applicable facility and insert after this page.]

Exact Legal Name:	NovaMed Surgery Center of Oak Lawn, LLC
Address:	6311 W. 95th Street, Oak Lawn, IL 60453

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

Operating Identity/Licensee after the Project is Complete

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

Exact Legal Name:	NovaMed Surgery Center of Oak Lawn, LLC (no change)
Address:	6311 W. 95th Street, Oak Lawn, IL 60453

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

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

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

Organizational Relationships

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

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

Narrative Description

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

NovaMed Surgery Center of Oak Lawn, LLC ("NovaMed Oak Lawn"), Surgery Partners, Inc., Oak Lawn ASC Buyer, LLC, ("Buyer") and EyeSouth Holdings Topco, LLC ("EyeSouth Topco"), (together, the "Applicants") seek authority from the Illinois Health Facilities and Services Review Board for the change of ownership of the ambulatory surgical treatment center located at 6311 W. 95th Street, Oak Lawn, Illinois 60453 (the "Surgery Center"). Buyer will acquire all of the equity interest of NovaMed Oak Lawn from the equityholders of NovaMed Oak Lawn, pursuant to a purchase agreement.

NovaMed Oak Lawn will continue to be the licensee and operate the Surgery Center. The transaction is scheduled to close on July 31, 2023 or soon thereafter following approval of the Certificate of Exemption.

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: $2,325,000

Fair Market Value: $2,325,000

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): ____________

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.

#E-029-23

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 NovaMed Surgery Center of Oak Lawn, LLC

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

[signature] Jennifer Baldock	
SIGNATURE	SIGNATURE
Jennifer Baldock	
PRINTED NAME	PRINTED NAME
Vice President & Secretary of Member, NovaMed Acquisition Company, LLC	
PRINTED TITLE	PRINTED TITLE
Notarization: Subscribed and sworn to before me this 25th day of May, 2023	Notarization: Subscribed and sworn to before me this _____ day of ___________
[signature] Stefanie E. Trautvetter	
Signature of Notary	Signature of Notary
Seal	Seal

STEFANIE TRAUTVETTER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 01-08-2024

*Insert the EXACT legal name of the applicant

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 Surgery Partners, 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.

Jennifer Baldock	
SIGNATURE	SIGNATURE
Jennifer Baldock	
PRINTED NAME	PRINTED NAME
Executive Vice President & Chief Administrative and Development Officer	
PRINTED TITLE	PRINTED TITLE
Notarization: Subscribed and sworn to before me this 25th day of May, 2023	Notarization: Subscribed and sworn to before me this _____ day of ______________
Stefanie E. Trautvetter	
Signature of Notary	Signature of Notary
Seal STEFANIE E. TRAUTVETTER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires 01-08-2024	Seal

*Insert the EXACT legal name of the applicant

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

CERTIFICATION

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

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

This Application is filed on the behalf of *Oak Lawn ASC Buyer, LLC*

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

SIGNATURE	SIGNATURE
Scott Bullock	REX ADAMS
PRINTED NAME	PRINTED NAME
President	Chief Executive Officer
PRINTED TITLE	PRINTED TITLE
Notarization: Subscribed and sworn to before me this 24th day of June	Notarization: Subscribed and sworn to before me this 24th day of June
Sandra V. Jackson	Sandra V. Jackson
Signature of Notary	Signature of Notary
Seal: SANDRA V JACKSON, MY COMMISSION EXPIRES, NOTARY PUBLIC, MAY 23, 2027, GWINNETT COUNTY, GEORGIA	Seal: SANDRA V JACKSON, MY COMMISSION EXPIRES, NOTARY PUBLIC, MAY 23, 2027, GWINNETT COUNTY, GEORGIA

*Insert the EXACT legal name of the applicant

41550821.3

#E-029-23

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

CERTIFICATION

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

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

This Application is filed on the behalf of ***EyeSouth Holdings Topco, LLC***

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

SIGNATURE	Rex Adams SIGNATURE
Scott Bullock PRINTED NAME	REX ADAMS PRINTED NAME
President PRINTED TITLE	Chief Executive Officer PRINTED TITLE
Notarization: Subscribed and sworn to before me this 21st day of June Sandra V Jackson Signature of Notary	Notarization: Subscribed and sworn to before me this 29th day of June Sandra V. Jackson Signature of Notary
Seal SANDRA V JACKSON MY COMMISSION EXPIRES NOTARY PUBLIC MAY 23, 2027 GWINNETT COUNTY, GEORGIA	Seal SANDRA V JACKSON MY COMMISSION EXPIRES NOTARY PUBLIC MAY 23, 2027 GWINNETT COUNTY, GEORGIA

*Insert the EXACT legal name of the applicant

41550821

Page 12

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.
- X 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."

#E-029-23

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

1. Prior to acquiring or entering into a contract to acquire an existing health care facility, a person shall submit an application for exemption to HFSRB, submit the required application-processing fee (see Section 1130.230) and receive approval from HFSRB.

2. If the transaction is not completed according to the key terms submitted in the exemption application, a new application is required.

3. READ the applicable review criteria outlined below and **submit the required documentation (key terms) for the criteria:**

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

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.

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	1 - 24
2	Site Ownership	25 - 54
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	55
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	56 - 58
5	Background of the Applicant	59 - 62
6	Change of Ownership	63 - 95
7	Charity Care Information	66

Section I, Identification, General Information and Certification

Attachment 1, Type of Ownership of Applicants

An organizational chart showing the current ownership structure of NovaMed Surgery Center of Oak Lawn, LLC ("NovaMed Oak Lawn"), along with the post-closing ownership structure of the Surgery Center, is included in Attachment 4. Good standing certificates for the following entities are also attached:

1. NovaMed Surgery Center of Oak Lawn, LLC "NovaMed Oak Lawn": NovaMed Oak Lawn is a Delaware limited liability company registered to transact business in Illinois. A copy of NovaMed Oak Lawn's Illinois Good Standing Certificate and its Assumed Name Certificate is attached.

2. Surgery Partners, Inc. ("SPI"): is a Delaware corporation. A copy of its Delaware Certificate of Good Standing is attached. SPI does not transact business in Illinois.

3. Oak Lawn ASC Buyer, LLC: is a Delaware limited liability company. A copy of its Good Standing Certificate is attached. A copy of its Illinois Certificate of Good Standing is also attached.

4. EyeSouth Holdings Topco, LLC ("EyeSouth Topco"): is a Delaware limited liability company. A copy of its Delaware Certificate of Good Standing is attached. EyeSouth Topco does not transact business in Illinois.

File Number 0108931-5

STATE OF ILLINOIS
OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

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

NOVAMED SURGERY CENTER OF OAK LAWN, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON JANUARY 09, 2004, AND HAVING ADOPTED THE ASSUMED NAME OF CENTER FOR RECONSTRUCTIVE SURGERY ON SEPTEMBER 21, 2004, 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 FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS 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* 10TH *day of* MAY *A.D.* 2023 .

Authentication #: 2313000314 verifiable until 05/10/2024
Authenticate at: https://www.ilsos.gov

SECRETARY OF STATE

ATTACHMENT 1

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SURGERY PARTNERS, 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 SIXTEENTH DAY OF MAY, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

File Number 1307006-7

STATE OF ILLINOIS
OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

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

OAK LAWN ASC BUYER, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON JUNE 12, 2023, 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 FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 14TH *day of* JUNE *A.D.* 2023 .

SEAL OF THE STATE OF ILLINOIS AUG. 26TH 1818

Authentication #: 2316502546 verifiable until 06/14/2024
Authenticate at: https://www.ilsos.gov

SECRETARY OF STATE

ATTACHMENT 1

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "OAK LAWN ASC BUYER, LLC", FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF MAY, A.D. 2023, AT 1:56 O`CLOCK P.M.

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "EYESOUTH HOLDINGS TOPCO LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWELFTH DAY OF JUNE, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "EYESOUTH HOLDINGS TOPCO LLC" WAS FORMED ON THE NINTH DAY OF AUGUST, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

Jeffrey W. Bullock, Secretary of State

6958796 8300

SR# 20232735668

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

Authentication: 203532693

Date: 06-12-23

ATTACHMENT 1

Section I, Identification, General Information and Certification

Attachment 2, Site Ownership

The real property is owned by CHCT Illinois, LLC, an unrelated party, and leased to Surgery Partners, LLC for the benefit of the Surgery Center. The lease will be assigned from Surgery Partners, LLC to Surgery Center, or to Buyer or an affiliate who will sublease the premises to Surgery Center. There will be no change in site ownership as a result of the proposed change in ownership. A copy of the current lease is attached.

COMMUNITY
HEALTHCARE
TRUST

LEASE AGREEMENT

This Lease Agreement (the "Lease"), is made and entered into to be effective as of August 1, 2020 (the "Effective Date"), by and between **CHCT ILLINOIS, LLC**, a Delaware limited liability company ("Landlord"), whose address is 3326 Aspen Grove, Suite 150, Franklin, Tennessee, 37067 Attention: Asset Management ("Landlord Address") and **Surgery Partners, LLC** ("Tenant") whose address is 310 Seven Springs Way, Suite 500, Brentwood, TN 37027 Attention: Ken Hammer-Regional Director ("Tenant Address")

1	"Premises"	Suite 102 (4,050 RSF) & Lower Level (9,195 RSF)
2	"Building"	6309 West 95th Street, Oak Lawn, IL 60453
3	Square Footage of Premises:	13,245 rentable square feet ("RSF")
4	Square Footage of Building:	27,274 RSF
5	"Tenant's Proportionate Share"	48.56%
6	"Lease Term"	Seventy-Two (72) Months
7	"Lease Term Commencement Date"	August 1, 2020
8	"Lease Term Expiration Date"	July 31, 2026
9	"Renewal Options"	Tenant shall have three (3) five (5) year options to renew the term of the Original Lease for the Premises. Base Rent for the first year of each successive Renewal Option shall be 95% of the then escalated Base Rent, which will escalate at 1.50% per year. Tenant shall give Landlord nine (9) months' prior written notice of its intent to exercise each applicable Renewal Option.
10	"Operating Expenses"	As defined in Exhibit B. Controllable Operating Expenses shall not increase more than 3.0% per year.
11	"Security Deposit"	$0.00
12	"Tenant Allowance"	$19,380, in addition to any of the previously provided $188,115.00 not previously expended, to be utilized as agreed to by Landlord, solely for costs related to the Premises. Any unused Tenant Allowance funds shall expire after the first nine (9) months of the Lease Term.

13	"Base Rent"	

Lease Year			Annual Base Rent Per RSF	Annual Base Rent	Monthly Base Rent
8/1/2020	through	7/31/2021	$27.00	$357,615.00	$29,801.25
8/1/2021	through	7/31/2022	$27.43	$363,310.35	$30,275.86
8/1/2022	through	7/31/2023	$27.87	$369,138.15	$30,761.51
8/1/2023	through	7/31/2024	$28.32	$375,098.40	$31,258.20
8/1/2024	through	7/31/2025	$28.77	$381,058.65	$31,754.89
8/1/2025	through	7/31/2026	$29.23	$387,151.35	$32,262.61

COMMUNITY
HEALTHCARE
TRUST

LEASE

1. **PREMISES**. In consideration of the rents, mutual covenants and agreements set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Premises located in the Building, and more particularly shown on the floor plan attached hereto as **Exhibit "A"**.

2. **TERM**. The term of this Lease shall commence on the Lease Term Commencement Date and shall continue for the Lease Term plus any additional days as may be required for the Lease Term to expire on the Lease Term Expiration Date.

3. **BASE RENT**. Tenant shall pay to Landlord the Base Rent, without notice, demand, abatement, deduction or setoff, except as elsewhere provided herein. Base Rent shall be paid in advance in equal monthly installments on the first day of each and every calendar month during the Lease Term; provided, however, that in the event the Lease Term commences on a day other than the first day of a calendar month, then upon the Lease Term Commencement Date Tenant shall pay to Landlord a pro rata portion of Base Rent for that portion of the calendar month remaining from the Lease Term Commencement Date to the first day of the next following calendar month.

Each twelve (12) month period commencing on the Lease Term Commencement Date or any anniversary thereof is referred to herein as a "Lease Year." For each Lease Year, the amount of Base Rent shall be as provided in the preamble to this Lease.

4. **ADDITIONAL RENTAL**. In addition to the Base Rent as specified in this Lease, Tenant agrees to pay to Landlord as additional rent ("Additional Rent") Tenant's Proportionate Share of the Operating Expenses (as hereinafter defined).

For the purposes of determining Additional Rent, "Operating Expenses" shall mean all of Landlord's direct or indirect costs and expenses of every kind and nature, paid or incurred in owning, operating, maintaining, repairing, replacing and protecting the Building and the property upon which the Building is located (including any payments made by Landlord pursuant to any ground lease and/or access easements and/or parking easements or leases relating to such property) (collectively "Property") as determined by Landlord for a particular calendar year or portion thereof. Tenant, at its expense, shall have the right no more frequently than once per calendar year following thirty (30) days prior written notice to Landlord, to audit Landlord's books and records relating to Operating Expenses at Landlord's office during Landlord's normal office hours.

Itemized categories of Operating Expenses are more particularly described in **Exhibit "B"** attached hereto and incorporated herein.

Tenant's proportionate share of Operating Expenses for the remainder of the calendar year after the Lease Term Commencement Date and for each subsequent calendar year shall be estimated by Landlord, and written notice thereof shall be given to Tenant. Tenant agrees to pay Landlord each month, at the same time the Base Rent is due, an amount equal to one-twelfth (1/12) of the estimated annual Additional Rent due.

If real estate taxes, or any portion of Operating Expenses including utility, janitorial or other services increase during a calendar year, Landlord may revise the estimated Additional Rent during such year by giving Tenant prompt written notice to that effect, and thereafter Tenant agrees to pay Landlord, in each of the remaining months of such year, an additional amount equal to the amount of such annual increase in the estimated Additional Rent divided by the number of months remaining in such year.

After the end of each calendar year, Landlord shall prepare and deliver to Tenant a statement showing Tenant's total amount of Additional Rent. Within thirty (30) days after receipt of the aforementioned statement, Tenant agrees to pay Landlord, or if Tenant has overpaid, Landlord shall credit against the next Additional Rent payment or payments due from Tenant, as the case may be, the difference between Tenant's actual Additional Rent due for the preceding calendar year and the estimated Additional

Rent paid by Tenant during such year. Landlord and Tenant agree that in the calendar year in which this Lease expires or is terminated, Landlord will not deliver the aforementioned statement for such year until the following calendar year. Landlord and Tenant acknowledge and agree that Tenant's obligation to pay Landlord (or, if Tenant has overpaid, Landlord's obligation to refund to Tenant) the difference between Tenant's actual Additional Rent due for such calendar year and the estimated Additional Rent paid by Tenant during such year shall survive the expiration or termination of this Lease.

Upon the termination of this Lease, Tenant shall pay Tenant's Proportionate Share of Operating Expenses, including, without limitation, real estate taxes, to Landlord for the period of time in which Tenant occupied the Premises. In the event the bill for any Operating Expense is not available as of the termination of this Lease, Tenant shall pay to Landlord any expenses and fees provided hereunder within thirty (30) days of the submission of a statement for the same from Landlord. The obligations of payment provided hereunder shall survive the termination of this Lease.

5. **RENT PAYMENT**. The Base Rent, Additional Rent and all payments under this Lease to be made by Tenant to Landlord (collectively "Rent") shall be made payable to, and mailed or personally delivered to Landlord at the address designated in writing by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the entire payment due under this Lease shall be considered anything other than a payment on account of the earliest Rent due.

If any Rent or other payment under this Lease is not paid when due, any unpaid amount shall be subject to a five percent (5%) late service charge if not paid on or before the tenth (10th) day of each month. However, this provision shall not relieve Tenant from any default.

If Tenant shall breach this Lease by failing to pay Rent, or other sums due hereunder, two (2) times during the Lease Term, Tenant shall deliver to Landlord a complete Authorization Agreement - Pre-Arranged Payments, in the form supplied by Landlord to Tenant upon such second breach, together with a voided check for account verification, establishing arrangements whereby payments of Rent are transferred by Automated Clearing House Debit initiated by Landlord from an account established by Tenant at a United States bank or other financial institution to such account as Landlord may designate. Tenant shall continue to pay all Rent by Automated Clearing House Debit until otherwise directed by Landlord.

If applicable, Tenant shall pay and be liable for all rental, sales and use taxes or other similar taxes, if any, levied or imposed on Rent payments by any city, county, state or other governmental body having authority, such payments to be in addition to all other payments required to be paid to Landlord by Tenant under the terms of this Lease. Any such payment shall be paid concurrently with the payment of the Rent upon which such tax is based.

6. **DELIVERY OF PREMISES**. Tenant agrees that no representations, statements or warranties expressed or implied have been made by or on behalf of Landlord in respect to the Premises except as contained in this Lease. Tenant agrees that Landlord shall not be obligated to make any improvements or alterations to the Premises prior to the Lease Term Commencement Date. Upon the Lease Term Commencement Date, Tenant shall accept the Premises in its existing condition and state of repair.

If a casualty occurs to the Premises and/or the Building prior to the Lease Term Commencement Date, Landlord may, at Landlord's option, either cancel this Lease, in which event this Lease shall become void and of no effect, or rebuild as soon as possible, in which event this Lease shall remain in full force and effect. However, under no circumstances shall Tenant have any interest in any insurance proceeds attributable to said casualty. In the event of a casualty, if Landlord cannot obtain all utilities, permits and authorizations necessary to reconstruct the Building and/or the interior improvements in accordance with the plans and specifications therefor or complete reconstruction of the Building within one hundred twenty (120) days, either party may terminate this Lease by delivering written notice thereof to the other party, in which event Landlord shall return the Security Deposit, if any, to Tenant and Landlord and Tenant shall have no further obligations or liabilities under this Lease.

7. **INTENTIONALLY OMITTED**.

8. USE OF PREMISES. Tenant, unless otherwise approved by Landlord, shall use and occupy the Premises throughout the Lease Term solely for the purpose of operating and maintaining an ambulatory surgery center for examining and treating patients, and performing outpatient surgical procedures, and for no other purpose whatsoever. Tenant will not use the Premises or any part thereof for any use not permitted in Exhibit "E" attached hereto without Landlord's approval. Tenant recognizes that these restrictions on the use of the Premises are a material consideration for Landlord to enter into this Lease.

Tenant's employees shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year.

Tenant shall comply with all laws, ordinances, rules and regulations pertaining to the use and occupation of the Premises. Tenant shall also comply with any use restrictions or declarations of restrictive covenants affecting the Premises which are of record in the real estate records in the county in which the Premises are located. No use shall be made or permitted to be made of the Premises, nor acts done, which will increase the existing rate of insurance upon the Building in which said Premises may be located or cause a cancellation of any insurance policy covering said Building. Tenant shall not commit, or suffer to be committed, any waste upon said Premises or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the Building in which the Premises may be located.

9. ENVIRONMENTAL COMPLIANCE. Tenant warrants that it shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought, kept or used in or about Premises by Tenant, its subtenants, agents, employees, contractors, or invitees except in commercial quantities similar to those quantities usually kept on similar premises by others in the same business or profession. Tenant shall cause all such materials to be stored, used and disposed of in compliance with all applicable federal, state and local laws, including, without limitation, laws governing Hazardous Materials. If the presence of any Hazardous Materials on, in or under the Premises caused or permitted by Tenant, its subtenants, agents, employees, contractors or invitees results in any contamination of the Premises, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the affected area to the condition existing prior to the introduction of any such Hazardous Materials, including, without limitation, any investigation or monitoring of site conditions or any clean up, remediation, response, removal, encapsulation, containment or restoration work required because of the presence of any such Hazardous Materials on, in or under the Premises or any release or suspected release or threat of release of any such Hazardous Materials in the air, soil, surface water or ground water.

"Hazardous Materials" as such term is used in this Lease means any hazardous or toxic substances, material or waste, regulated or listed pursuant to any federal, state or local environmental law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act and the Occupational Safety and Health Act as such Acts have been or are hereafter amended from time to time.

Tenant shall indemnify Landlord against any and all claims, demands, liabilities, losses and expenses, including consultant fees, court costs and reasonable attorneys' fees, arising out of any breach of the foregoing warranty. Further, Tenant agrees to indemnify Landlord against any and all claims, demands, liabilities, losses and expenses, including consultant fees, court costs and reasonable attorneys' fees, arising from or caused in whole or in part, directly or indirectly, by (i) any release of Hazardous Materials by Tenant or Tenant's agents on the Premises or the Building during the Lease Term; or (ii) Tenant's failure to comply with any hazardous materials laws with respect to the Premises. For purposes of the indemnity provisions hereof, any acts or omissions of Tenant, or by Tenant's employees, agents, contractors, assigns, invitees or any other occupant of the Premises (whether or not they are negligent, intentional, willful or unlawful) shall be attributable to Tenant's obligations pursuant to the foregoing warranty and indemnity shall survive the expiration or earlier termination of this Lease.

Notwithstanding anything to the contrary herein, Tenant shall have no obligation to indemnify Landlord for any and all claims, liabilities, losses and expenses arising out of, indirectly or directly, from or caused in whole or in part (unless caused in part by Tenant, or by Tenant's employees, agents, contractors, assigns, invitees or any other occupant of the Premises), any Hazardous Materials placed, stored or used in the Building by Landlord or its agents, employees, invitees, or contractors.

10. UTILITIES, MAINTENANCE AND SERVICES. As a part of the Operating Expenses, during Normal Hours of Operation, while Tenant is not in default under any of the provisions of this Lease, and subject to the regulations of the Building, Landlord shall (i) maintain and repair the plumbing lines serving the Premises to the point of entry into the Premises except where a repair to same is needed that are reasonably determined to be caused by Tenant's, its employees' or invitees' negligence or misuse in which case Tenant shall be responsible to make such repairs; (ii) maintain and repair heating and air conditioning systems, lighting, and mechanical systems solely serving the public common areas of the Building; (iii) be responsible for the removal of trash placed in containers located within the public common areas of the Building; (iv) furnish elevator services, if the Building has an elevator; (v) maintain in good order and repair and in a clean and orderly condition the roof, exterior walls and public areas in the Building, together with any parking area owned or leased by Landlord which is adjacent to the Building; (vi) supply toilet paper, paper towels and soap to all public restrooms in public common areas in the Building; (vii) provide general janitorial services to the public common areas of the Building (Monday through Friday, exclusive of the normal observed business holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) between 5:00 PM and 3:00 AM.

Unless separately metered to or provided by the Tenant, Landlord shall furnish the Premises, as a part of the Operating Expenses, heat and air conditioning, water and normal electric current for lighting, ordinary medical equipment and business appliances. Landlord may impose a reasonable charge for any utilities and services, including without limitation, air conditioning, electrical current, and water, provided by Landlord by reason of any substantial use of the Premises at any time other than the hours set forth below or for any use beyond that which Landlord agrees herein to furnish such services and utilities or because of special electrical, cooling and ventilating needs created by Tenant's telephone equipment, computers and other equipment or uses.

Landlord shall not be liable under any circumstances for failure to furnish, or the stoppage or interruption of any services described in this section when such failure, or stoppage or interruption of services is caused by conditions beyond the reasonable control of Landlord, or by accidents, repairs or strikes; nor shall such failure, or stoppage or interruption of such services constitute an eviction of Tenant; nor work an abatement of Rent.

For purposes of this Lease, the term "Normal Hours of Operation for the Building" shall mean 7:00 a.m. to 6:00 p.m. Mondays through Fridays, and 7:00 a.m. to 1:00 p.m. on Saturdays, exclusive of the normal observed business holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Tenant shall (i) maintain and repair any plumbing lines (including water heaters) which are physically located within the Premises and such maintenance and repair services must be performed by a vendor approved in writing by Landlord (ii) except as otherwise provided in this section, maintain and repair heating and air conditioning systems, lighting, and mechanical systems solely serving the Premises and/or in public common areas of the Building; (iii) be responsible for the removal of Tenant's trash (including red bag service and the removal of medical waste or hazardous materials), Tenant shall place trash in containers located within the Premises; (iv) provide general janitorial services to the Premises

Tenant shall have the right, subject to Landlord and local municipality approval, to modify and/or add units, solely servicing the Premises, to meet healthcare guidelines. The parties agree that Tenant may, at its discretion, use the Tenant Improvement Allowance to modify and/or add HVAC units in accordance with this Section.

If Tenant installs or causes (a) a special lighting system or component to be installed in the Premises, Tenant shall be responsible to maintain and/or replace such lighting system or component at Tenant's sole cost, and/or (b) special heating or air conditioning system to be installed in the Premises for the purpose of maintaining a temperature controlled environment for computer systems and/or medical equipment, Tenant shall be responsible to maintain and/or replace such special heating or air conditioning system at Tenant's sole cost. In the event Landlord gives Tenant written consent to install imaging or other specialized equipment in the Premises, Tenant shall be responsible to maintain and keep clear of debris all drains or other aspects of such equipment.

Notwithstanding any other provision of this Lease, Tenant shall be responsible for the lawful removal and cost of removing medical, special or infectious wastes from the Premises.

With respect to lighting and ceiling tiles in the Premises, Tenant at Tenant's sole cost shall replace all light bulbs and be responsible for upkeep and maintenance of all ceiling tiles only, and not any other portions associated with the structure of the ceiling or structure of the Building. With respect to paper and soap products in the Premises, Tenant shall be responsible to provide or supply any toiletry items, paper products, examination table paper, soap or other hygiene materials for Tenant's use in the Premises.

In no event shall Tenant use or install any wireless telecommunications equipment (other than wireless telephones and secured wireless networks) or associated cabling and conduit in the Premises, the Building or on the roof or facade of the Building except through the Building's central telecommunications cabling distribution system (if such a central telecommunications cabling system has been provided by Landlord) without the prior written approval of Landlord, which shall not be unreasonably withheld, conditioned, or delayed.

If Tenant installs or causes to be installed any electronic cabling, telecommunication (including telephone and data transmission lines) cabling or computer cabling (collectively referred to hereinafter as "Cabling") within the Premises, Tenant shall remove all Cabling, at Tenant's sole cost and expense, at the expiration or earlier termination of this Lease, unless Landlord gives Tenant written consent stating that removal of Cabling is not required. In the event Landlord consents to Tenant's non-removal of Cabling, all Cabling shall become the property of Landlord. Upon the expiration or earlier termination of this Lease, Landlord shall have the right to remove any Cabling that Tenant was obligated to remove and failed to remove from the Premises without Landlord's written consent. Tenant shall reimburse Landlord for the costs of removing such Cabling within fifteen (15) days after receipt of Landlord's invoice for such costs and said obligation to reimburse Landlord shall survive the expiration or earlier termination of this Lease.

Landlord may, at its option and at the sole cost and expense of Tenant or from proceeds of Tenant's insurance, repair or replace any damage or injury done to the Building or any part thereof, caused by Tenant, Tenant's agents, employees, licensees, invitees or visitors; Tenant shall pay the cost thereof plus a fifteen percent (15%) administrative fee to Landlord on demand. Tenant further agrees to maintain and keep the interior of the Premises in good repair and condition at Tenant's expense. Tenant agrees at the termination of this Lease, by lapse of time or otherwise, to deliver up the Premises to Landlord in as good condition as it existed on the date of possession by Tenant, ordinary wear and tear alone excepted, and Landlord shall have the right to re-enter and resume possession of the Premises whether or not the Premises are vacated by Tenant.

11. **ALTERATION OF PREMISES**. Tenant shall maintain the Premises in good condition and shall not alter, repair or change the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. In the event Landlord consents to any alterations or improvements to the Premises, such alterations or improvements shall remain in the Premises and shall be surrendered to Landlord with the Premises at the expiration or earlier termination of this Lease unless Landlord directs, in writing at least thirty (30) days prior to the termination of the Lease, that Tenant restore the Premises to its original condition, normal wear and tear excepted.

12. **INSURANCE**. Landlord agrees, as an Operating Expense, to maintain in full force and effect throughout the entire Lease Term general fire and extended coverage insurance including vandalism

and commercial general liability insurance. To the extent Landlord also maintains any insurance in any way connected with the Premises, Landlord's insurance shall be excess coverage and Tenant's insurance shall be primary coverage.

Tenant agrees to maintain and keep in force during the Lease Term, without expense to Landlord, with an insurance company with a general policy rating of not less than A and a financial rating of not less than Class X as rated in the most current Best's Insurance Reports and qualified to do business in the state in which the Premises are located or other company acceptable to Landlord, the following policies, all of which shall provide that they shall not be canceled nor coverage reduced by the insurer without first giving at least thirty (30) days' prior written notice to Landlord:

(a) Commercial general liability insurance, in the name of Tenant and naming Landlord and Landlord's mortgagee, if any, as additional insureds, against any liability for injury to or death of persons resulting from any occurrence in or about the Premises and for damage to property in such amounts as may from time to time be customary with respect to similar properties in the same area, but in any event not less than $1,000,000 for each occurrence and, in case of property damage, not less than $500,000 for any one occurrence; and

(b) Professional liability insurance applicable to Tenant, any physician or healthcare professional associated with or utilized by Tenant, and services provided by Tenant, in the minimum amount of $1,000,000 per occurrence/$3,000,000 annual aggregate per physician/healthcare professional; and

(c) ISO Special Form Property Insurance covering Tenant's trade fixtures, furniture, inventory and equipment used in the Premises, providing protection to the extent of the full replacement cost of such property, such policy to also include business interruption coverage in an amount sufficient to assure that Landlord shall recover the loss of any rental income due and owing to Landlord from Tenant under the terms of this Lease for a period of not less than twelve (12) consecutive months, and

(d) Worker's Compensation insurance sufficient to satisfy the laws of the state where the Premises is located (provided, however, if no worker's compensation insurance is statutorily required, Tenant shall carry worker's compensation insurance in an amount of at least $500,000 per occurrence.

To the extent of any and all insurance maintained by either Landlord or Tenant in any way connected with the Premises, Landlord and Tenant hereby waive on behalf of their respective insurance carrier any right of subrogation that may exist or arise as against the other party to this Lease. Tenant shall deliver to Landlord copies of policies of liability insurance required in this Section 12 or certificates evidencing the existence and amounts of such insurance at the following times: (a) prior to occupancy of the Premises, (b) prior to the expiration of any policies previously furnished to Landlord, and (c) upon the reasonable request of Landlord.

13. **INDEMNIFICATION OF LANDLORD.** Notwithstanding the existence of any insurance or self-insurance provided for in the Lease, if any, and without regard to the policy limits of any such insurance or self-insurance, Tenant will protect, indemnify, save harmless and defend Landlord from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses), to the extent permitted by law, imposed upon or incurred by or asserted against Landlord by reason of: (a) any accident, injury to or death of persons or loss of percentage to property occurring on or about the Premises, including without limitation any claims of malpractice, (b) any use, misuse, no use, condition, maintenance or repair by Tenant of the Premises, unless the use, no use, misuse, condition, maintenance, or repair is directly related to any act or omission caused by Landlord or its representatives or invitees (c) any impositions (which are the obligations of Tenant to pay pursuant to the applicable provisions of this Lease), (d) any failure on the part of Tenant to perform or comply with any of the terms of this Lease, (e) any and all lawful action that may be taken by Landlord in connection with the enforcement of the provisions of this Lease, whether or not suit is filed in connection with same, or in connection with Tenant or a Guarantor and/or any partner, joint venture, member or shareholder thereof becoming a party to a voluntary or involuntary Federal or State Bankruptcy,

insolvency or similar proceeding, and (f) the non-performance of any of the terms and provisions of any and all existing and future subleases of the Premises to be performed by the Tenant as the sublandlord thereunder. Any amounts which become payable by Tenant under this Section shall be paid within ten (10) days after liability therefor on the part of Landlord is determined by litigation or otherwise and, if not timely paid, shall bear a late charge (to the extent permitted by law) at the Overdue Rate from the date of such determination to the date of payment. Tenant, at its expense, shall contest, resist and defend any such claim, action or proceeding asserted or instituted against Landlord or may compromise or otherwise dispose of the same as Tenant sees fit. Nothing herein shall be construed as indemnifying Landlord against its own negligent acts or omissions or willful misconduct. Tenant's liability for a breach of the provisions of this Section 13 shall survive any termination of this Lease.

14. **MECHANIC'S LIENS**. Tenant shall not suffer or permit any mechanic's liens or materialman's liens to be filed against the real property of which the Premises form a part nor against the Tenant's leasehold interest in the Premises.

15. **ABANDONMENT OF PREMISES**. Tenant shall not vacate or abandon the Premises for a period greater than sixty (60) days at any time during the Lease Term and if Tenant shall abandon, vacate or surrender the Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to the Tenant and left on the Premises shall be deemed abandoned, at the option of the Landlord.

16. **LANDLORD'S RIGHT OF ENTRY**. Landlord or its agents shall have the right to enter the Premises at reasonable times in order to examine it, to show it to prospective tenants, lenders, ground lessors, and purchasers, or to make such decorations, repairs, alterations, improvements or additions as Landlord shall deem necessary or desirable, provided that the normal conduct of business in the Premises must be interfered with as little as is reasonably practicable. In exercising its rights hereunder, Landlord shall comply with all applicable laws (including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as amended, and all related regulations), and any standards or requirements of Accreditation Association for Ambulatory Health Care or similar body with oversight over Tenant's operations in the Premises, and, except in instances of an emergency, Landlord shall not enter any patient rooms or treatment areas without Tenant's approval, which shall be provided in Tenant's sole discretion. Tenant shall have the right to accompany Landlord and its agents, employees, contractors, lenders, prospective tenants, ground lessors, lenders, and purchasers whenever they enter the Premises.

17. . Landlord will give Tenant reasonable notice of its requirements and will be responsible for conducting such work so as not to impair Tenant's use and enjoyment of the Premises.

18. **DESTRUCTION OF PREMISES, EMINENT DOMAIN**. (a) In the event of a complete or partial destruction of the Premises during the Lease Term from any cause, Landlord shall forthwith repair the same, provided such repair can be made within one hundred twenty (120) days under laws and regulations, and in such event Rent will be abated until the damage is repaired, in proportion to the part of the Premises which is so rendered untenantable, unless such damage was a result, in whole or in part, of the negligence or willful misconduct of Tenant. If such repairs cannot be made within one hundred twenty (120) days, each party shall have the right to terminate this Lease. In addition to the above, in the event that the Building is destroyed to the extent of not less than thirty-three and one-third percent (33-1/3%) of the replacement cost thereof, Landlord may elect to terminate this Lease, whether or not the Premises are insured, by written notice to Tenant. A total destruction of the Building in which the said Premises are situated shall automatically terminate this Lease. If any portion of the Premises or the Building shall be damaged by fire or other casualty resulting from the fault or negligence of Tenant, or the agents, employees, licensees or invitees of Tenant, such damage shall be repaired by and at the expense of Tenant under the direction and supervision of Landlord, and Rent shall continue without abatement.

(b) If any action or proceeding is commenced for the condemnation of the Building or any portion thereof, or if Landlord is advised in writing by any government (federal, state or local) agency or department or bureau thereof, or any entity or body having the right or power of condemnation, of its intention to condemn all or any portion of the Building at the time thereof, Landlord may, without any obligation or liability to Tenant, and without affecting the validity and existence of this Lease other than as hereafter expressly provided, agree to sell and/or convey to the condemner. Tenant shall have no claim against Landlord nor be entitled to any part or portion of the amount that may be paid or awarded as a result of the sale, for the reasons as aforesaid, or condemnation of the Building or any part or portion thereof. Tenant shall be entitled to seek to recover as against the condemner, and Landlord shall have no claim for or thereto, for Tenant's trade fixtures and any removable structures and improvements erected and made by Tenant to or upon the Premises that Tenant is entitled to remove at the expiration of this Lease. If only a part of the Building is condemned and taken and the Premises or the remaining portion thereof is not materially suitable for purposes for which Tenant has leased said Premises, as determined by Tenant in its commercially reasonable discretion, either Landlord or Tenant shall have the option to terminate this Lease at the time of such taking. If by such condemnation and taking only a part of the Building is taken, and the Premises or the remaining part thereof is suitable for the purposes for which Tenant has leased said Premises, this Lease shall continue, but the rental shall be reduced in an amount proportionate to the percentage that the floor area of that portion of the Premises taken by eminent domain, if any, bears to the floor area of the entire Premises.

19. **BANKRUPTCY**. If a general assignment is made by Tenant or any guarantor of this Lease for the benefit of creditors, or if any action is taken by or against Tenant or any guarantor of this Lease under any insolvency or bankruptcy act, or if a receiver is appointed to take possession of all or substantially all of the assets of Tenant or any guarantor of this Lease (and Tenant or such guarantor fails to terminate such receivership within sixty (60) days after such appointment), or if Tenant or any guarantor of this Lease is adjudicated bankrupt, or if Tenant or any guarantor of this Lease admits in writing that it cannot meet its obligations as they become due, or if Tenant or any guarantor of this Lease is declared insolvent according to any law, or the interest of Tenant under this Lease is levied on under execution or other legal process, or if any petition is filed by or against Tenant to delay, reduce or modify Tenant's capital structure if Tenant is a corporation or other entity, then Tenant shall be in default under this Lease and Landlord shall be entitled to all remedies available under Section 19.

20. **DEFAULT BY TENANT**. Unless otherwise agreed by the parties in writing, if Tenant fails to (i) perform or observe any covenant (other than the covenant to pay Rent or any other sums due hereunder) to be performed by Tenant under this Lease and continues to fail to perform or observe same for a period of fifteen (15) days after receipt of written notice from Landlord pertaining thereto (or a reasonable period of time, using due diligence, if such default cannot be cured within said fifteen (15) day period); (ii) pay any Rent or other sum due hereunder at the time such payment is due; or (iii) if Tenant or any Guarantor shall: (1) admit in writing its inability to pay its debts generally as they become due, (2) file a petition in bankruptcy (a "Bankruptcy") or a petition to take advantage of any insolvency act, including without limitation Chapter 11 of the United States Code, 11 U.S.C. §101, et seq. (the "Bankruptcy Code"), (3) make an assignment for the benefit of its creditors, (4) consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, (5) file a petition or answer seeking reorganization or arrangement under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof, or (6) if the Tenant or any Guarantor shall, after a petition in Bankruptcy is filed against it, be adjudicated a bankrupt or if a court of competent jurisdiction shall enter an order or decree appointing, without the consent of Tenant, as the case may be, a receiver of Tenant or of the whole or substantially all of its property or of any Guarantor, or approving a petition filed against it seeking reorganization or arrangement of Tenant or any Guarantor under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof, and such judgment, order or decree shall not be vacated or set aside or stayed within ninety (90) days from the date of the entry thereof, then Tenant shall be deemed to have breached this Lease and Landlord, at its option, may have any one or more of the following remedies, in addition to other rights or remedies it may have at law or in equity:

(a) Landlord may terminate this Lease and without further notice repossess the Premises, and be entitled to recover as damages a sum of money equal to the total of (i) the cost of recovering the Premises, (ii) the unpaid Rent earned at the time of termination, plus interest thereon, (iii) the balance of the Rent for the remainder of the Lease Term, (iv) costs of reletting and refurbishing, and (v) any other sum of money and damages owed by Tenant to Landlord; or

(b) Landlord may immediately terminate Tenant's right of possession of the Premises, but not terminate this Lease, and without notice or demand enter upon the Premises or any part thereof and take absolute possession of the same, and, at Landlord's sole option, may relet the Premises or any part thereof for such terms and such rents as Landlord may reasonably elect. Reletting of the Premises shall not be construed as an election on the part of Landlord to terminate this Lease and, notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for default; or

(c) In lieu of, or in addition to, bringing an action for any or all of the recoveries described in paragraphs (a) or (b) above, Landlord may bring an action to recover and regain possession of the Premises in the manner provided by the laws of unlawful detainer then in effect in the state in which the Premises are located.

Notwithstanding the foregoing, if Tenant shall breach this Lease by failing to perform any covenant (other than the covenant to pay Rent or other sums due hereunder) two (2) or more times in any twelve (12) month period, then notwithstanding that each such breach has been cured by Tenant any further similar breach shall be deemed an event of default without the ability to cure.

21. **DEFAULT BY LANDLORD.** Except as otherwise provided in this Lease, Landlord shall be in default under this Lease if Landlord fails to perform any of its obligations hereunder and said failure continues for a period of thirty (30) days after receipt of written notice thereof from Tenant to Landlord (unless such failure cannot reasonably be cured within thirty (30) days and Landlord shall have commenced to cure said failure within said thirty (30) days and continues diligently to pursue the curing of the same). If Landlord shall be in default under this Lease and, as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the right, title and interest of Landlord in the Building as the same may then be encumbered and Landlord shall not be liable for any deficiency. In no event shall Tenant have the right to levy execution against any property of Landlord other than its interest in the Building. Tenant agrees that no other remedy, including without limitation, incidental or consequential damages for lost profits or any other incidental or consequential loss shall be available to Tenant.

22. **AMERICANS WITH DISABILITIES ACT COMPLIANCE.** Landlord shall be solely responsible for and solely bear all cost and expense incurred in ensuring and maintaining compliance of the parking and common areas of the Building and the Premises in accordance with the Americans with Disabilities Act (the "ADA") during all Terms of this Lease. Landlord shall deliver the Premises to Tenant in compliance with the ADA, and the parking and common areas of the Building shall be in compliance with the ADA upon delivery of the Premises to Tenant.

23. **RULES AND REGULATIONS.** The Tenant shall comply with all reasonable rules and regulations now or hereinafter adopted by the Landlord during the existence of this Lease. Current rules and regulations governing Tenant's conduct in the Building are attached hereto as Exhibit "F".

24. **NOTICE.** All notices or consents required or permitted under this Lease shall be given in writing and delivered (i) in person, (ii) by United States mail, by certified or registered mail, return receipt requested, or (iii) by recognized overnight courier service (e.g., UPS Next Day or FedEx), or (iii) via electronic mail. If sent by certified or registered mail, such notice shall be deemed delivered two (2) days after deposit in the U.S. mail. If sent by hand delivery or overnight courier service, such notice shall be deemed delivered on the date the notice is received. Notice to the Landlord shall be delivered or sent to the Landlord Address and notice to the Tenant shall be delivered or sent to the Tenant Address.

Notwithstanding the foregoing, Landlord shall be permitted to deliver all invoices related to Rent or other payments due under this Lease to Tenant via facsimile or electronic mail.

25. **ASSIGNMENT AND SUBLETTING**. Tenant shall not assign this Lease or sublease all or any part of the Premises, by operation of law or otherwise, except with the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed, or conditioned. If the Tenant is a corporation, the happening of any of the following events shall be considered an assignment hereunder: (i) the merger or consolidation of such corporation into or with another; or (ii) the sale, exchange, or other disposition of the majority of the outstanding stock of such corporation resulting in the loss of control thereof by such person who is the majority shareholder upon the date of the execution hereof. If the Tenant is a professional association, partnership, limited liability company or other limited liability entity, the happening of any of the following events shall be considered an assignment hereunder: (i) the merger or consolidation of such professional association, partnership, limited liability company or other limited liability entity into or with another; or (ii) the sale, exchange, or other disposition of a beneficial ownership interest in such professional association, partnership, limited liability company or other limited liability entity resulting in the loss of control thereof by such person who is the holder of the majority beneficial ownership interest upon the date of the execution hereof.

26. **EXCLUSIVE USE:** Landlord shall not lease space in the Building to any other tenant whose use might conflict with Tenant's use or be considered a direct competitor of Tenant. Direct competitor is defined as a multispecialty and/or multidisciplinary surgery center with multiple operating room theaters. Landlord shall not be limited from leasing space in the Building to tenants who perform office-based surgical procedures and do not require the use of an operating room .

27. **ATTORNEY'S FEES**. In the event of any legal or equitable action arising out of this Lease, the prevailing party shall be entitled to recover all fees, costs and expenses, together with reasonable attorneys' fees incurred in connection with such action.

28. **GOVERNING LAW**. This Lease shall be governed by the laws of the state in which the Premises are located.

29. **BROKERS**. Tenant represents and warrants to Landlord that Tenant has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, and that Tenant knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Lease. Tenant hereby agrees to indemnify the Landlord for any breach of the warranty given by Tenant in this Section.

30. **SUBORDINATION AND ATTORNMENT**. This Lease is subject and subordinate to any lease wherein Landlord is lessee and to any mortgages or deeds of trust which may now or hereafter be placed upon or affect the property or Building of which the Premises are a part (individually referred to as a "Mortgage"), and to all renewals, modifications, consolidations, replacements and extensions hereof. In furtherance of such subordination, Tenant shall execute any document that Landlord or Landlord's lender or ground lessor, if any, may reasonably request.

In the event of the sale or assignment of Landlord's interest in the Premises, Tenant shall attorn to and recognize such purchaser or assignee as Landlord under this Lease. In furtherance of such attornment, Tenant shall execute any document that Landlord or such purchaser or assignee may reasonably request.

Tenant agrees that, notwithstanding any provision hereof to the contrary, the terms of any Mortgage or security instrument shall govern with respect to the disposition of any insurance proceeds or eminent domain awards, and any obligations of Landlord to restore the Building in which the Premises are situated, insofar as they may apply to such mortgagee, shall be limited to insurance proceeds or eminent domain awards received by such mortgagee after the deduction of all costs and expenses incurred in obtaining such proceeds or awards.

Upon notification by Landlord of the name and address of any such mortgagee, Tenant hereby agrees to give to such mortgagee copies of all notices of Landlord default(s) under this Lease in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord, and no such notice of default shall be deemed given to Landlord unless and until a copy of such notice shall have been so delivered to such mortgagee. The mortgagee shall have the right to remedy any Landlord default under this Lease, or to cause any default of Landlord under this Lease to be remedied, and for such purpose Tenant hereby grants the mortgagee such additional period of time as may be reasonable to enable mortgagee to remedy, or cause to be remedied, any such default in addition to the period given to Landlord for remedying, or causing to be remedied, any such default. Tenant shall accept performance by the mortgagee of any term, covenant, condition or agreement to be performed by Landlord under this Lease with the same force and effect as though performed by Landlord. No Landlord default under this Lease shall exist or shall be deemed to exist (i) as long as such mortgagee, in good faith, shall have commenced to cure such default within the above-referenced time period and shall be prosecuting the same to completion with reasonable diligence, subject to force majeure, or (ii) if possession of the Premises is required in order to cure such default, or if such default is not susceptible of being cured by such mortgagee, as long as such mortgagee, in good faith, shall have notified Tenant that it intends to institute proceedings under its Mortgage or security documents, and, thereafter, as long as such proceedings shall have been instituted and shall be prosecuted with reasonable diligence. In the event of the termination of this Lease by reason of any default thereunder by Landlord, upon the mortgagee's written request, given within thirty (30) days after any such termination, Tenant, within fifteen (15) days after receipt of such request, shall execute and deliver to such mortgagee or its designee or nominee a new lease of the Premises for the remainder of the Lease Term upon all of the terms, covenants and conditions of this Lease.

31. **ESTOPPEL CERTIFICATES**. Tenant shall, upon not less than ten (10) business days prior request by Landlord or any first mortgagee of Landlord, execute, acknowledge and deliver to Landlord or such mortgagee, as the case may be, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); that Landlord is not in default and has fully performed its obligations hereunder; and the dates to which the rent and any other charges have been paid in advance. Further, without limiting the foregoing and without the necessity of any additional documentation (unless Landlord or any mortgagee requests reaffirmation of the following by separate agreement which Tenant agrees to execute), for the benefit of each such mortgagee, Tenant agrees that, in the event that any such mortgagee succeeds to the interest of Landlord under this Lease, such mortgagee shall not: (A) be liable for any act or omission of Landlord or any prior landlord under this Lease; or (B) be subject to any defense, set-offs, counter-claims or offsets which Tenant may have against any prior landlord (including Landlord); or (C) be bound by any payment of Rent, which Tenant may have paid for more than one (1) month in advance of the due date hereunder to any prior landlord hereunder (including Landlord); or (D) be bound by any obligation to make any payment to Tenant which was required to be made prior to the time such mortgagee succeeds to Landlord's interest; or (E) be accountable for any monies deposited with any prior landlord (including Landlord) (including security deposits), except to the extent same are actually received by said mortgagee; or (F) be bound by any surrender, termination, amendment, restatement or modification of this Lease made without the consent of said mortgagee; or (G) otherwise have any liability, duty or obligation whatsoever under this Lease, or under any extension or renewal hereof, either by virtue of any assignment of leases or rents granted by Landlord to said mortgagee or the subsequent collection of rents thereunder, until said mortgagee, or its designee or nominee becomes the fee owner of the Property, and then only for such periods during which such mortgagee or its designee or nominee actually owns the Property.

32. **QUIET ENJOYMENT**. Landlord warrants that Tenant shall have quiet enjoyment of the Premises free from any eviction or interference by Landlord if Tenant pays the Rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Tenant.

33. SIGNS. No signs of any kind or nature, symbol or identifying mark shall be put in or on the Building or the property on which the Building is located, without prior written approval of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. All signs and lettering shall

conform in all respects to the sign and/or lettering standards reasonably established by Landlord. Landlord shall provide and install, at Tenant's cost, all letters, numerals or Tenant suite plaques at doors to the Premises. Subject to the above approvals, Tenant, shall have the opportunity for additional lobby, elevator bank, monument and exterior Building signage subject to Landlord approval, which will not be unreasonably withheld, conditioned or delayed and local municipality approval. The parties acknowledge and agree that Tenant shall, at its discretion, have the option to use the Tenant Improvement Allowance for additional signage in accordance with this Section. Any changes requested by Tenant to suite plaque or the Building directory shall be at Tenant's cost.

34. **HOLDING OVER.** In the event Tenant, or any party claiming under Tenant, retains possession of the Premises after the expiration or earlier termination of this Lease, such possession shall be an unlawful detainer, and no tenancy or interest shall result from such possession. Such occupants shall be subject to immediate eviction and removal, and Landlord, in addition to all other remedies available to it hereunder shall have the right to receive as liquidated damages for all the time Tenant shall so retain possession of the Premises or any part thereof, an amount equal to twice the Base Rent specified in this Lease, as applied to such period, together with all other payments required hereunder as Additional Rent, provided that Tenant shall nonetheless be a tenant at sufferance.

35. **LANDLORD'S EXPENSES.** In addition to other provisions herein, Tenant agrees and shall pay and/or reimburse Landlord's reasonable costs and expenses, including legal fees, incurred or resulting from and relating to: (a) requests by Tenant for approval or consent under this Lease; or (b) any circumstances or developments which give rise to Landlord's right of consent or approval; or (c) circumstances resulting from any action or inaction by Tenant contrary to the Lease provisions; or (d) a request for changes including, but not limited to: (i) the permitted use of the Premises, (ii) alterations and improvements to the Premises, (iii) subletting or assignment, or (iv) any other changes in the terms, conditions or provisions of this Lease. Such expenses and fees shall be paid by Tenant within thirty (30) days of the submission of a statement for the same.

36. **INTENTIONALLY OMITTED.**

37. **GENERAL PROVISIONS.** (i) The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein. The acceptance of Rent hereunder shall not be construed to be a waiver of any breach by Tenant of any term, condition or covenant of this Lease; (ii) It is understood and agreed that the remedies herein given to Landlord shall be cumulative, and the exercise of any one remedy of Landlord shall not be to the exclusion of any other remedy; (iii) Subject to the provisions as to assignment, the covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder; (iv) Time is of the essence of this Lease; (v) Landlord has made no representations or promises whatsoever with respect to the Premises, except those contained herein, and no other person, firm or corporation has at any time had any authority from Landlord to make any representations or promises on behalf of Landlord; (vi) the captions of paragraphs of this Lease are for convenience only, and do not in any way limit or amplify the terms and provisions of this Lease; (vii) If any term, covenant, condition or provision of this Lease is held by a court competent of jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated; and (viii) Landlord and Tenant represent and warrant to each other that the officer or person signing this Lease on its behalf is an authorized signatory and is authorized to legally bind such party to this Lease.

38. **WAIVER OF TRIAL BY JURY. LANDLORD AND TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE OR THE OBLIGATIONS EVIDENCED HEREBY, OR ANY OTHER DOCUMENT OR INSTRUMENT**

CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF LANDLORD AND TENANT IN ENTERING INTO THIS LEASE.

39. **INTENTIONALLY OMITTED**

40. **SURRENDER OF PREMISES.** Tenant shall, upon the expiration or earlier termination of the Lease Term, surrender all keys to the Premises to Landlord's property management office, inform Landlord of all combinations on locks, safes, and vaults, if any, in the Premises, and surrender the Premises to Landlord in as good condition as the Premises were in as of the Lease Term Commencement Date, ordinary wear and tear excepted. All alterations, additions, and improvements made to or fixtures or improvements placed in or upon the Premises by either party (excepting only moveable partitions, office furniture, trade fixtures, office equipment and personal property of Tenant) shall be deemed a part of the Building and the property of Landlord at the time they are placed in the Premises and, except as provided in the next grammatical sentence, such alterations, additions, improvements or fixtures shall remain in the Premises and be surrendered with the Premises to Landlord upon the expiration or earlier termination of this Lease. Upon Landlord's written request prior to the expiration or earlier termination of the Lease Term, Tenant shall remove alterations or additions that have been constructed and installed in the Premises at Tenant's request or for Tenant's benefit and return the Premises to its original condition as of the Effective Date, ordinary wear and tear excepted.

41. **CONFIDENTIALITY.** Landlord and Tenant, and each of its respective principals, agents, employees and attorneys, agree to use commercially reasonable efforts to keep the financial terms of this Lease strictly confidential, and shall not disclose, directly or indirectly, those terms to any other person or entity without first obtaining the prior written consent of the other party; provided, however, that consent shall not be required for any disclosure: (i) to a Party's officers, directors, employees, lenders, accountants, attorneys or current or potential investors in or purchasers of a Party's business; or (ii) compelled by applicable laws, regulations or court orders. This confidentiality provision shall apply to the receipt of any confidential financial information or business records either Party may receive from the other.

42. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time.

43. **REPRESENTATION OF ANTI-TERRORISM COMPLIANCE.** Tenant hereby represents and warrants to Landlord that Tenant is not: (1) in violation of any Anti-Terrorism Law; (2) conducting any business or engaging in any transaction or dealing with any prohibited Person, including the making or receiving or any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (3) dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13221; (4) engaging in or conspiring to engage in any transaction that evades or avoids, or had the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law; or (5) a Prohibited Person, nor are any of its partners, members, managers, officers or directors a Prohibited Person. As used herein, "Antiterrorism Law" is defined as any law relating to terrorism, anti-terrorism, money laundering or anti-money laundering activities, including Executive Order No. 13224 and Title 3 of the USA Patriot Act. As used herein, "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001 and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, or Support Terrorism." "Prohibited Person" is defined as (i) a person or entity that is listed in the Annex to Executive Order 13224; (ii) a person or entity with whom Tenant or Landlord is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office Of Foreign Assets Control as its official website, https://www.treasury.gov/ofac/downloads/sdnlist.pdf or at any replacement website or other official

publication of such list. "USA Patriot Act" is defined as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56).

44. **INTENTIONALLY OMITTED**

45. **COUNTERPARTS.** This Lease may be executed in multiple counterparts, each of which shall be an original copy, but which shall constitute one instrument. Furthermore, the parties agree that (i) this Lease may be transmitted between them by facsimile machine or email, (ii) that this Lease may be executed by facsimile or e-mail signatures, (iii) that facsimile or e-mail signatures shall have the effect of original signatures, and (iv) that a faxed or e-mailed Lease containing the signatures (original, faxed, or e-mailed) of all the parties hereto shall be binding on a party when the signature page of such party is transmitted to the other party hereto accompanied by instructions to insert same into a complete original of this Lease.

46. **BANKRUPTCY WAIVERS.**

(a) The parties agree that for the purposes of any assumption, rejection or assignment of this Lease under 11 U.S.C. Section 365 or any amendment or successor section thereof, this is one indivisible and non-severable lease dealing with and covering one legal and economic unit which must be assumed, rejected or assigned as a whole with respect to all (and only all) the Premises covered hereby.

(b) Tenant acknowledges and agrees that in the event any Tenant or any Premises relating to any Facility shall become the subject of any bankruptcy or insolvency estate, then (i) Tenant shall not oppose any request by Landlord to obtain an order from the court granting relief from the automatic stay pursuant to Section 362 of the Bankruptcy Code so as to permit the exercise of all rights and remedies pursuant to this Lease, and (ii) the occurrence or existence of any event of default under this Lease shall, in and of itself, constitute "cause" for relief from the automatic stay pursuant to the provisions of Section 362(d)(1) of the Bankruptcy Code, based on the fact that the non-existence of a bankruptcy proceeding was a material inducement for the entry by Landlord into this Lease.

(c) Tenant hereby waives the stay imposed by 11 U.S.C. Section 362(a) as to actions by the Landlord against each Facility. Tenant acknowledges and agrees that in the event of the filing of any voluntary or involuntary petition in bankruptcy by or against Tenant, it shall not assert or request that any other party assert that the automatic stay provided by Section 362 of the Bankruptcy Code shall operate or be interpreted to stay, interdict, condition, reduce or inhibit the ability of Landlord to enforce any rights or remedies held by virtue of the Lease or applicable law.

(d) Tenant hereby agrees (i) to use its best efforts to contest the necessity of the appointment of a Patient Care Ombudsman for such Facility as that term is defined in 11 U.S.C. Section 333, and/or (ii) to join with Landlord in requesting a waiver of or contesting the appointment of such a Patient Care Ombudsman.

47. **TRUE OPERATING LEASE.** Landlord and Tenant agree that this Lease is intended as and shall for all purposes constitute a true operating lease and not a capital lease or financing and nothing herein shall be construed as conveying to Tenant any right, title or interest in or to the Premises or to any remainder or reversionary estates in the Premises held by any Person, except, in each instance, as a Tenant. Under no circumstances shall this Lease be regarded as an assignment of all of Landlord's interest in and to the Premises; instead, Landlord and Tenant shall have the relationship between them of Landlord and Tenant, pursuant to the terms and provisions of this Lease. In no event shall Tenant claim depreciation, amortization or interest deductions as owner of any portion of the Premises for United States federal, state or local income tax purposes (except as to capital additions not funded by Landlord). It is an integral condition of this Lease, and a material inducement to Landlord's agreement to enter into this Lease, that Tenant agrees this Lease is an operating lease and not a capital lease or financing. Neither Landlord nor Tenant shall assert, and each hereby waives, any right to demand, request or plead for the re-characterization of this Lease, whether or not in a proceeding related to any bankruptcy or insolvency of Landlord or Tenant.

48. **ADDITIONAL EXPENSES.** It is further agreed that, in addition to payments required under this Lease, Tenant shall compensate Landlord for (a) all costs and expenses incurred by Landlord and its affiliates in enforcing the provisions of this Lease and in repossessing the Premises or any portion thereof (including among other costs and expenses, any increase in insurance premiums caused by the vacancy of all or any portion of the Premises); (b) all costs and expenses incurred by Landlord and its affiliates in reletting (including among other expenses, repairs, remodeling, replacements, advertisements and brokerage fees); (c) Landlord's and its affiliates' reasonable attorneys' fees and expenses arising from or related to an event of default; (d) all costs and expenses, including, without limitation reasonable attorneys' fees and expenses, arising from or related to any Bankruptcy petition filed by any Tenant or any Guarantor; and (e) all losses incurred by Landlord and its affiliates as a direct or indirect result of such event of default (including, among other losses, any adverse action by Facility Mortgagee(s)).

THE PARTIES HERETO have executed this Lease in duplicate as of the day and year written below such parties' signatures.

LANDLORD:

CHCT ILLINOIS, LLC
By: Community Healthcare Trust Services, Inc.
Its: Manager

By: ______________________

Name: ______________________

Title: ______________________

Date of Signature: ______________________

TENANT:

SURGERY PARTNERS, LLC.

By: George M. Goodwin

Name: GEORGE M. GOODWIN

Title: MANAGER

Date of Signature: 8/10/2020

THE PARTIES HERETO have executed this Lease in duplicate as of the day and year written below such parties' signatures.

LANDLORD:

CHCT ILLINOIS, LLC
By: Community Healthcare Trust Services, Inc.
Its: Manager

By: ______________________________

Name: Timothy L. Meyer

Title: SVP - Asset Management

Date of Signature: August 14, 2020

TENANT:

SURGERY PARTNERS, LLC

By: ______________________________

Name: ______________________________

Title: ______________________________

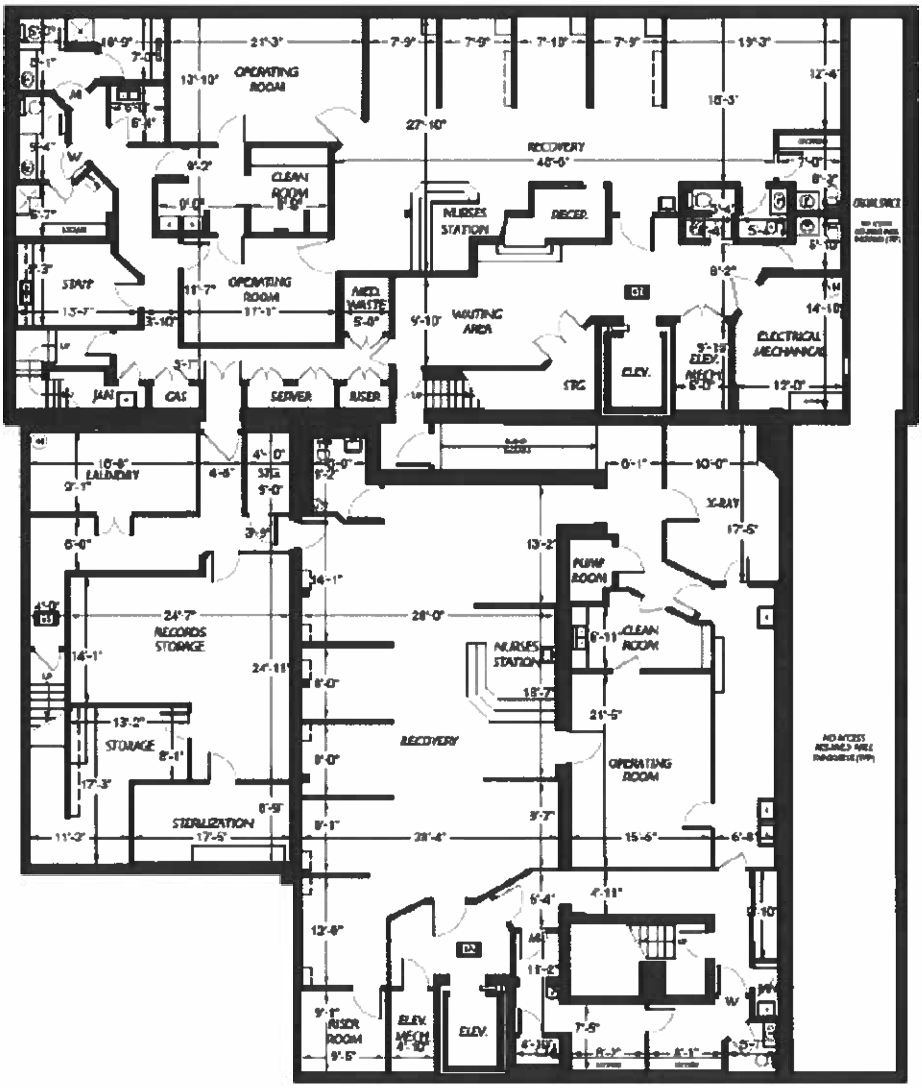
Date of Signature: ______________________________

#E-029-23

EXHIBIT "A"

FLOOR PLAN OF PREMISES

LOWER LEVEL



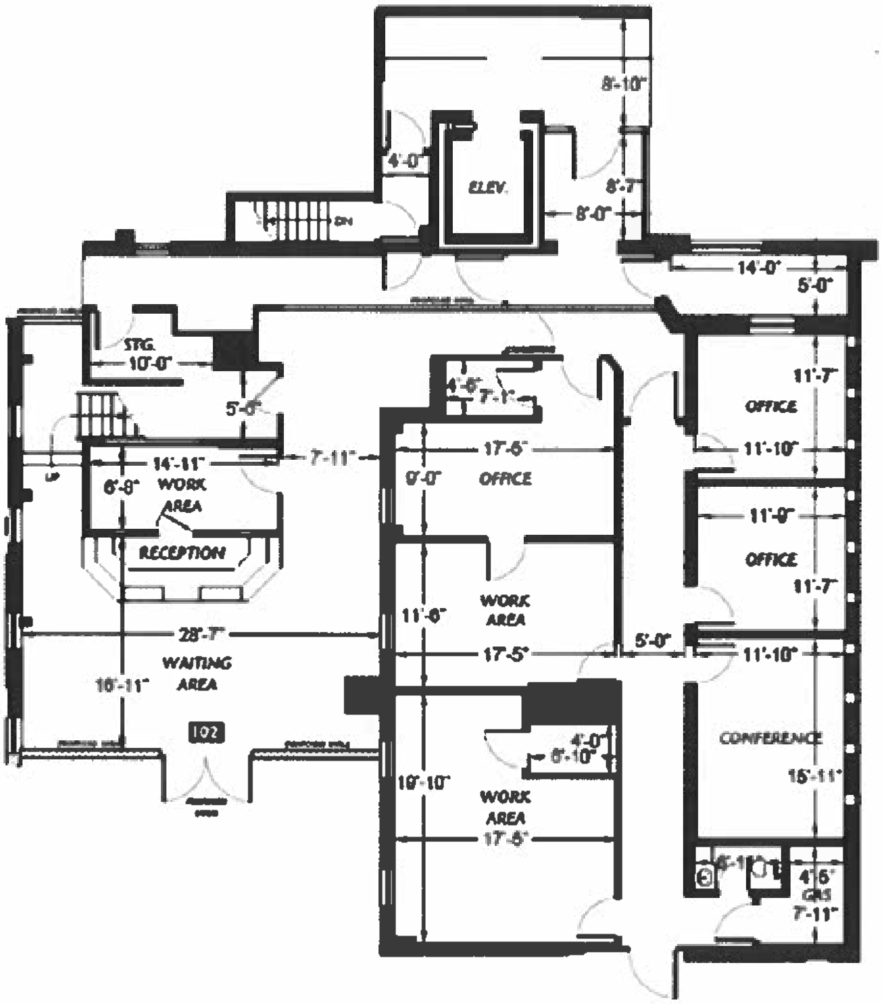
A-1

CHCT Lease Form 1
REV 9/2018

ATTACHMENT 2

FIRST FLOOR

SUITE 102



A-1

ATTACHMENT 2

EXHIBIT "B"

OPERATING EXPENSES

Operating Expenses may include, without limitation:

(i) all taxes, assessments, excises, tax levies, fees and all governmental charges, whether general or special of every character in respect of the Property or rental payments from tenants which may be assessed or be a lien upon Landlord's interest in the Property, the Property or any rent therefrom, or any occupancy, operation, use or possession of, sales from or activity conducted on or in connection with the Property; costs and expenses of contesting the validity or amount of such taxes, assessments, fees and charges; insurance premiums; water, sewer, electrical and other utility charges; service and other charges incurred in the operation and maintenance of the Property including the elevators and the heating, ventilation and air-conditioning system; cleaning and other janitorial services; costs of all tools, supplies and materials; costs of repair and general maintenance, including without limitation, any reasonable depreciation charges applicable to all equipment used in repairing and maintaining the Property; ground rents; landscape maintenance costs; security services; data processing services; costs of alarm services, fire protection, sprinklers and window cleaning, maintenance and operation of parking facilities (which shall include but not be limited to snow and ice removal); license, permit and inspection fees; management fees; the office rent and commercially reasonable salaries and compensation of all employees engaged in the operation, maintenance and security of the Property including taxes, insurance and benefits (including pension, retirement and fringe benefits) relating thereto; trash removal; garage maintenance and operating costs; all damages, penalties, costs and expenses (including without limitation, attorneys' fees and expenses which are reasonable and necessary) incurred by Landlord by reason of any accident, injury to or death of persons or loss of property occurring on or about the Property or adjoining sidewalks in excess of applicable insurance policies of Landlord, unless otherwise determined by a court of law; legal fees and accounting costs, including costs of audits of the Operating Expenses; commercially reasonable reserves deemed necessary by Landlord for operation of the Property in a first class manner; costs of complying with all legal requirements applicable to the Property (including the cost of any capital improvements made to the Building by Landlord that are required under any governmental law or regulation not applicable to the Building or not in effect at the time it was constructed); and, in general, all other costs and expenses which would generally be regarded as operating and maintenance costs and expenses, including those which would normally be amortized over a period not to exceed five (5) years; and

(ii) the cost of any capital improvements made to the Building by Landlord that reduce Operating Expenses, such cost to be amortized over such reasonable period as Landlord shall determine with a return on capital at the then current interest rate on the unamortized balance or at such higher interest rate as may have been paid by Landlord on funds borrowed for the purpose of constructing such capital improvements. However, the portion of any increase in annual Operating Expenses shall never exceed the amount of reduction in the annual Operating Expenses attributable to such improvements.

Controllable Operating Expenses shall not increase more than three percent (3.0%) per year. Controllable Operating Expenses shall mean all operating expenses other than utilities, taxes, insurance and maintenance and repairs. Operating Expenses shall not include: (i) Federal and State taxes imposed upon or measured by the gross receipts or income of Landlord (unless a future change in the method of taxation causes any franchise, gross receipts, income, profit or other tax to be levied against Landlord in substitution in whole or in part for or in lieu of or in addition to any tax included as an Operating Expense hereunder and, in such event, any such tax shall (with appropriate adjustments where necessary) be deemed to be Operating Expenses for the purposes hereof); (ii) payments made by tenants of the Building, either to third parties or to Landlord, under agreements for direct reimbursement for services (e.g., separately metered utilities, separate contracted janitorial services, property taxes directly reimbursed to Landlord, sales taxes on Rent (as defined in Section 5 of the Lease) paid directly by any tenant, etc.); and (iii) the cost of repairs, restoration or other work occasioned by fire, windstorm or other casualty, but only to the extent same are paid for with the proceeds of insurance; services reimbursed to Landlord by tenants; capital acquisitions; penalties and legal expenses incurred by Landlord due to Landlord's violations of governmental laws; expenses incurred for the renovation of space for new tenants (except Building standard repairs or construction); depreciation allowance; or interest and principal payments on mortgages and other non-operating debts of Landlord.

EXHIBIT "C"

INTENTIONALLY OMITTED

EXHIBIT "D"

INTENTIONALLY OMITTED

EXHIBIT "E"

PROHIBITED USES

i. Any purpose other than for the practice of medicine or medically related services for the care and treatment of humans;

ii. The operation of diagnostic, radiography (x-ray) or similar equipment, other than for Tenant's own patients (i.e., there shall be no sale or provision of services to parties other than the patients of Tenant);

iii. The operation of a laboratory other than for Tenant's own use (i.e., there shall be no sale or provision of services to parties other than the patients of Tenant);

iv. The operations of providing physical therapy, pulmonary or cardiological testing services;

v. The operation of a pharmacy, other than for Tenant's own use (i.e., there shall be no sale to parties other than the patients of Tenant), a gift shop, a flower shop or food services;

Notwithstanding the foregoing, the restrictions set forth in the foregoing subparagraphs (i) through and including (vi) shall not be construed as prohibiting Tenant from providing services to its patients that are typically and customarily provided by physicians to their patients in physician's offices, as determined by the standard of care that is established by the physician's specialty or subspecialty.

EXHIBIT "F"

RULES AND REGULATIONS

1. No animals shall be kept in or about the Premises, with the exception of service animals as provided under the ADA.

2. Tenant shall not use the water closets and other plumbing fixtures for any purposes other than those for which they were constructed, and shall not place any debris, rubbish, rags or other substances therein. All damage resulting from any misuse of the fixtures shall be borne by the Tenant whose servants, employees, agents, customers, contractors, subtenants, assignees, patients, invitees, or licensees shall have caused the same.

3. Tenant shall not place any furniture, equipment, records, trash or other objectionable material in the common areas other than in an appropriate refuse container.

4. Tenant or its employees shall not make or commit any indecent or improper acts while on the property or make any unseemly or disturbing noises or disturb or interfere with neighboring occupants of the Building or the Premises or those having business with them, whether by use of any musical instrument, radio, loud speaker, singing, or in any other way. Tenant or its employees shall not throw anything out of the doors or windows of the Premises.

5. The Premises shall not be used for the sale of merchandise in the ordinary course of business, or for the sale at auction of merchandise, goods or property of any kind to persons who are not patients of the tenant, unless such activity is approved in writing by Landlord.

6. Landlord does not assume any responsibility, and shall not be held liable, for any damage or loss to any automobile or personal property in the parking lot.

7. The entry, corridors, and stairways shall not be obstructed by Tenant, nor used by Tenant for any purpose other than ingress or egress to and from Tenant's offices, nor must employees of Tenant loiter or congregate therein. The floors and windows that reflect or admit light into passageways in common areas shall not be covered or obstructed by Tenant.

8. Landlord reserves the right to make such other and further rules and regulations as permitted by the Lease.

9. Tenant shall not, without the written consent of Landlord, place a load upon any floor of the Building exceeding 80 pounds per square foot. Additional air conditioning, electrical or other facilities required in connection with the installation and operation of any computers or other large business equipment shall be made at Tenant's expense and only after obtaining Landlord's written consent. Tenant shall pay for the cost of electrical current required to operate computers and other large business equipment and for the cost of additional air conditioning necessitated by such equipment.

10. Tenant will not permit or suffer any signs, advertisement or notices to be displayed, inscribed upon or affixed on any part of the outside of the Premises or on windows or doors or on the adjacent street, except that directory boards and Premises identification signs shall be provided by Landlord. Signage on entry doors will be provided by Landlord consistent with signage standards within the Building.

11. In the event that Tenant should from time to time, or at any time, require heating or air-conditioning in the Premises after the hours specified in the Lease, Landlord agrees to provide the same to Tenant provided Tenant shall give Landlord at least 12 hours advanced notice of the need for after-hours heating or cooling. The charge for such after-hours heating and cooling shall be at a rate per hour determined by Landlord from time to time. Landlord may either publish such rates or will provide the same to Tenant upon request. All charges for after-hours heating and cooling requested by Tenant shall be additional rent under this Lease and due and payable with the next monthly installment of Rent.

12. Neither Tenant nor its employees, patients, contractors and/or other licenses or invitees shall obstruct, loiter or congregate in any common area of the Building, including, without limitation, any common area corridors, common area hallways, common area stairways and common area restrooms. Tenant shall be responsible for enforcing compliance with this rule with respect to its employees, patients, contractors and/or other licensees or invitees.

13. Neither Tenant nor its employees, patients, contractors and/or other licenses or invitees shall use the common area corridors, common area hallways and common area stairways for any reason other than ingress and

egress to and from Tenant's Premises. Tenant shall be responsible for enforcing compliance with this rule with respect to its employees, patients, contractors and/or other licensees or invitees.

EXHIBIT "G"

INTENTIONALLY OMITTED

Section I, Identification, General Information and Certification

Attachment 3, Operating Identity/Licensee

Oak Lawn ASC Buyer, LLC ("Buyer") will acquire all of the equity interest of NovaMed Surgery Center of Oak Lawn, LLC ("NovaMed Oak Lawn") from the equityholders of NovaMed Oak Lawn. NovaMed Oak Lawn will continue to be the licensed entity operating the Surgery Center.

A copy of NovaMed Oak Lawn's Illinois Good Standing Certificate is included in Attachment 1.

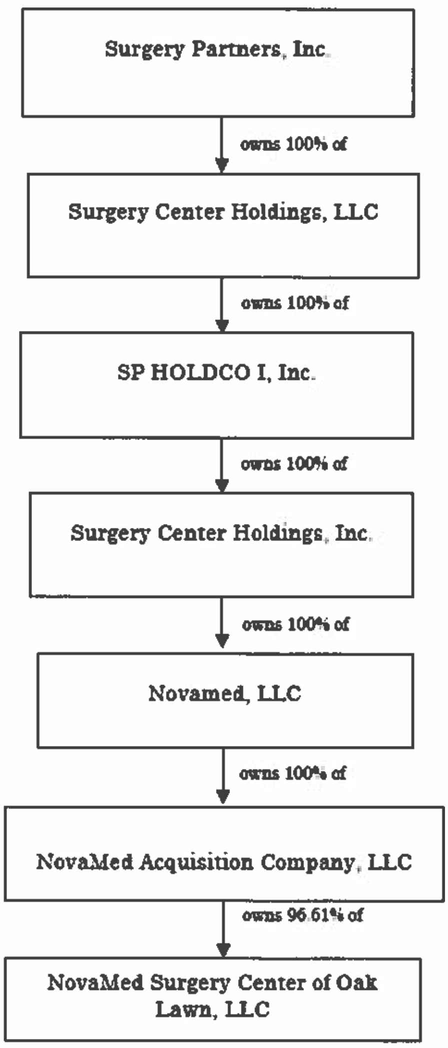
Organizational charts showing the current ownership structure, along with the post-closing ownership structure of the surgery center are included in Attachment 4.

Section I, Identification, General Information and Certification

Attachment 4, Organizational Relationships

Organizational charts showing the current ownership structure of NovaMed Oak Lawn, along with the post-closing ownership structure of the Surgery Center are attached.

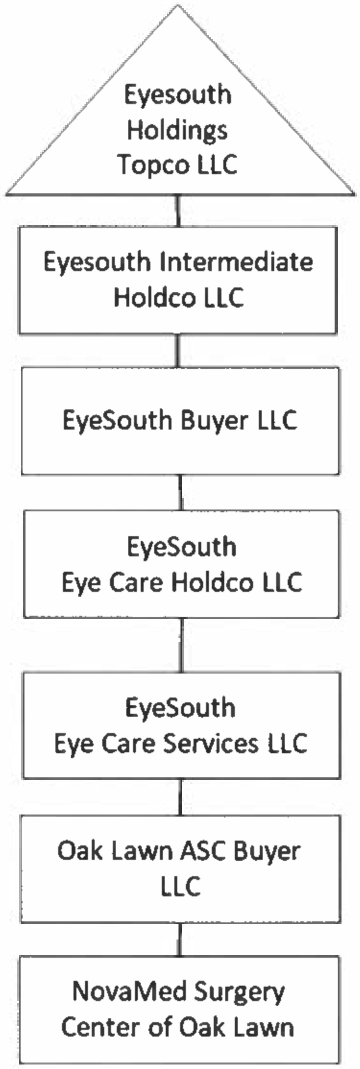
NovaMed Surgery Center of Oak Lawn, LLC
Ownership Chart



ATTACHMENT 4

Post Transaction Ownership

Post-Closing Structure



Section 1110.230 Background of Applicant Attachment 5

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

   Neither Oak Lawn ASC Buyer, LLC nor EyeSouth Holdings Topco, LLC own any other health care facilities in Illinois. Similarly, NovaMed Surgery Center of Oak Lawn, LLC ("NovaMed Oak Lawn") owns no other health care facilities. Copies of NovaMed Oak Lawn's IDPH licenses expiring July 28, 2023 is attached. A copy of NovaMed Oak Lawn's AAAHC accreditation is also attached. Surgery Partners, Inc. has an ownership interest in the four Illinois surgery centers listed below.

Surgery Partners, Inc. Illinois Ambulatory Surgical Treatment Centers			
Name	**Address**	**City**	**License No.**
NovaMed Surgery Center of Oak Lawn, LLC - DBA Center for Reconstructive Surgery	6311 West 95th Street	Oak Lawn	7002843
NovaMed Surgery Center of Chicago - Northshore, LLC	3034 West Peterson Avenue	Chicago	7002678
Valley Ambulatory Surgery Center	2475 Dean Street	St. Charles	7001217
Gold Coast Surgicenter, LLC	845 N. Michigan Ave., Ste 985W	Chicago	7003150

NovaMed Surgery Center of Oak Lawn, LLC Illinois Ambulatory Surgical Treatment Centers			
Name	**Address**	**City**	**License No.**
NovaMed Surgery Center of Oak Lawn, LLC – DBA Center for Reconstructive Surgery	6311 West 95th Street	Oak Lawn	7002843

2. **A certified listing of any adverse action taken against any facility owned and/or operated by the Applicant during the three years prior to the filing of the application.**

   By their signatures on the Certification pages to this application, each of the Applicants attest that no adverse action has been taken against any facility owned and/or operated by them during the three (3) years prior to the filing of this application.

3. **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.**

   By their signatures to 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.

HF 125581

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.

Amaal V.E. Tokars
Acting Director

Issued under the authority of the Illinois Department of Public Health

EXPIRATION DATE	CATEGORY	ID NUMBER
7/28/2023		7002843

Ambulatory Surgery Treatment Center

Effective: 07/29/2022

NovaMed Surg Center of Oak Lawn, LLC
dba Center for Reconstructive Surgery
6311 W 95th St

Oak Lawn, IL 60453

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

AAAHC

ACCREDITATION ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

grants this

CERTIFICATE OF ACCREDITATION

to

NOVAMED SURGERY CENTER OF OAK LAWN, LLC
DBA CENTER FOR RECONSTRUCTIVE SURGERY

6311 WEST 95TH STREET
OAK LAWN, IL 60453-2201

In recognition of satisfying accreditation requirements and demonstrating its commitment to high quality care and patient safety for Ambulatory Accreditation

16184

Organization Identification Number

MARCH 31, 2024

The Award of Accreditation Expires on the above date

[illegible]

Chair of the Board

[illegible]

President and CEO

AAAHC • 5250 OLD ORCHARD RD, STE 200 • SKOKIE, IL 60077
[illegible]

ATTACHMENT 5

Section IV, Change of Ownership

Attachment 6, Requirements for Exemptions Involving the Change of Ownership of a Health Care Facility

Section 1130.520, Information Requirements for Change of Ownership of a Health Care Facility

1. **1130.520(b)(1)(A), Names of Parties**.

   The Applicants are: (i) NovaMed Surgery Center of Oak Lawn, LLC ("NovaMed Oak Lawn"), (ii) Surgery Partners, Inc., (iii) Oak Lawn ASC Buyer, LLC and (iv) EyeSouth Holdings Topco, LLC.

   An organizational chart showing the current ownership structure of NovaMed Oak Lawn, along with the post-closing ownership structure is included in Attachment 4. Good standing certificates for each of the Applicants are included in Attachment 1.

2. **1130.520(b)(1)(B), Background of Parties**.

   Each of the Applicants, by their signatures to the Certification pages of this application, attest that they are fit, willing, able and have the qualifications, background and character to adequately provide a proper standard of health service for the community.

   By their signatures on the Certification pages to this application, each of the Applicants attest that no adverse action has been taken against any facility owned and/or operated by each of them during the three (3) years prior to the filing of this application.

3. **1130.520(b)(1)(C), Structure of the Transaction**.

   The parties intend for Oak Lawn ASC Buyer, LLC to acquire all of the equity interest of NovaMed Oak Lawn from the equityholders of NovaMed Oak Lawn and for NovaMed Management Services, LLC to terminate its rights to the existing management agreement with NovaMed Oak Lawn. Oak Lawn ASC Buyer, LLC will pay a total of $2,325,000 for these interests and termination of management rights. The purchase price is based on information reviewed prior to the date of this application and assumes a cash-free, debt-free balance sheet is delivered at closing, among other considerations.

   The purchase price will be paid in cash at the closing, subject to customary cash, net working capital, debt and like item adjustments. All operating equipment and tangible assets owned by NovaMed Oak Lawn are included as part of the transaction.

   The purchase agreement and other definitive agreements will include customary representations and warranties made by each party. Certain fundamental representations will survive for longer periods than the other general representations. An indemnity escrow will be created and held for a twelve month period after the closing. A separate adjustment escrow will be created for purposes of securing potential payment obligations of the equityholders for purchase price adjustments related to net working capital and other potential adjustments.

Each party will be responsible for their own fees and expenses incurred in connection with the transaction.

The purchase agreement will provide that closing on the transaction is subject to the parties having received a Certificate of Exemption from the Illinois Health Facilities and Services Review Board.

4. **1130.520(b)(1)(D), Name of Licensed Entity after Transaction**.

NovaMed Surgery Center of Oak Lawn will continue to be the licensed entity after the Proposed Transaction.

5. **1130.520(b)(1)(E), List of Ownership/Membership Interests in Licensed Entity Prior to and After Transaction**.

An organizational chart showing the current ownership structure of NovaMed Oak Lawn, along with the post-closing ownership structure of is included in Attachment 4. Good standing certificates for each of the Applicants are included in Attachment 1.

6. **1130.520(b)(1)(F), Fair Market Value of Assets to be Transferred**.

The purchase price is $2,325,000. The purchase price includes the consideration for the equity and termination of management rights. The transaction is an "arm's length" purchase and the purchase price is the fair market value.

7. **1130.520(b)(1)(G), Purchase Price or Other Forms of Consideration to be Provided**.

The purchase price is $2,325,000. The purchase price includes consideration for the equity and termination of management rights. Purchase price will be subject to typical closing adjustments.

8. **1130.520(b)(2), Affirmations**.

In accordance with 77 Ill. Admin. Code §1130.520, each of the Applicants affirm that any projects for which permits have been issued by the Review Board have been completed or will be completed or altered in accordance with the provisions of 77 Ill. Admin. Code §1130.520. There are no open permits.

9. **1130.520(b)(4), Statement as to the Anticipated Benefits of the Proposed Changes in Ownership to the Community**.

No significant changes in operations are anticipated as a result of this transaction. Buyer anticipates continuity of Surgery Center operations following the transaction and expect to attract new surgeons to utilize the Surgery Center.

10. **1130.520(b)(5), Statement as to the Anticipated or Potential Cost Savings, if any, That Will Result for the Community and the Facility as a Result of the Change in Ownership**.

No significant changes in operations are anticipated as a result of this transaction. Buyer anticipates continuity of Surgery Center staff following the transaction.

11. **1130.520(b)(6), Description of the Facility's Quality Improvement Program Mechanism that will be Utilized to Assure Quality Control**.

Buyer will continue to utilize the Surgery Center's existing Quality Improvement Program.

12. **1130.520(b)(7), Description of the selection process that the acquiring entity will use to select the facility's governing body**.

Following the transaction, NovaMed Surgery Center of Oak Lawn will have an operating board consisting of three individuals, each of whom shall be appointed by Oak Lawn ASC Buyer, LLC and one of whom shall be, at the discretion of Oak Lawn ASC Buyer, LLC, the LLC's medical director, an affiliated physician, or if physician members should be added in the future, a physician member.

13. **1130.520(b)(9), 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 twenty-four (24) months after acquisition**.

There are no significant long term proposed changes to the scope of services currently provided at the Facility that are anticipated to occur within twenty-four (24) months as a result of the transaction.

Section X, Charity Care Information

Attachment 7, Charity Care Information

Shown below is the amount of charity care provided by NovaMed Surgery Center of Oak Lawn

NOVAMED OAK LAWN CHARITY CARE			
	2020	**2021**	**2022**
Net Patient Revenue	**$3,319,315**	**$3,034,801**	**$3,597,280**
Amount of Charity Care (charges)	0	0	0
Cost of Charity Care	0	0	0

The Facility intends to continue to see Medicare and Medicaid patients.

SAUL EWING LLP

Joe R. Ourth
Phone: (312) 876-7815
Fax: 312.876.6215
joe.ourth@saul.com
www.saul.com

June 28, 2023

Via overnight delivery

Mr. Mike Constantino
Mr. George Roate
Illinois Health Facilities and Services Review Board
525 West Jefferson
2nd Floor
Springfield, Illinois 62761-1146

Re: NovaMed Surgery Center of Oak Lawn, LLC d/b/a
Center for Reconstructive Surgery
Certificate of Exemption for Change of Ownership

Dear Mike and George:

Enclosed is a Certificate of Exemption application for change of ownership of NovaMed Surgery Center of Oak Law d/b/a Center for Reconstructive Surgery together with the application filing fee check. Please contact me with any questions.

Sincerely,

Joe Ourth

Joe Ourth

JRO/eka
Attachments