

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

RECEIVED

This Section must be completed for all projects.

APR 29 2019

Facility/Project Identification

HEALTH FACILITIES & SERVICES REVIEW BOARD

Facility Name: Chicago Prostate Cancer Surgery Center
Street Address: 815 Pasquinelli Drive
City and Zip Code: Westmont, Illinois 60559
County: DuPage Health Service Area: 7 Health Planning Area:

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

Exact Legal Name: Chicago Prostate Cancer Surgery Center, LLC
Street Address: 815 Pasquinelli Drive
City and Zip Code: Westmont, Illinois 60559
Name of Registered Agent: Jennifer Groszek
Registered Agent Street Address: 815 Pasquinelli Drive
Registered Agent City and Zip Code: Westmont, Illinois 60559
Name of Chief Executive Officer: Michael A. Kasper
CEO Street Address: 1100 West 31st Street, Suite 300
CEO City and Zip Code: Downers Grove, Illinois 60515
CEO Telephone Number: 630-469-9200

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: Kara Friedman
Title: Attorney
Company Name: Polsinelli PC
Address: 150 North Riverside Plaza, Suite 3000, Chicago, Illinois 60606
Telephone Number: 312-873-3639
E-mail Address: kfriedman@polsinelli.com
Fax Number:

Additional Contact [Person who is also authorized to discuss the application for permit]

Name: Donna Cooper
Title: Chief Operating Officer
Company Name: DuPage Medical Group
Address: 1100 West 31st Street, Suite 300, Downers Grove, Illinois 60515
Telephone Number: 630-545-3617
E-mail Address: Donna.Cooper@Dupagemd.com
Fax Number:

**ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT**

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: Chicago Prostate Cancer Surgery Center		
Street Address: 815 Pasquinelli Drive		
City and Zip Code: Westmont, Illinois 60559		
County: DuPage	Health Service Area: 7	Health Planning Area:

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

Exact Legal Name: DuPage Medical Group, Ltd.		
Street Address: 1100 West 31 st Street, Suite 300		
City and Zip Code: Downers Grove, Illinois 60515		
Name of Registered Agent: Jennifer Groszek		
Registered Agent Street Address: 1100 West 31 st Street, Suite 300		
Registered Agent City and Zip Code: Downers Grove, Illinois 60515		
Name of Chief Executive Officer: Michael A. Kasper		
CEO Street Address: 1100 West 31 st Street, Suite 300		
CEO City and Zip Code: Downers Grove, Illinois 60515		
CEO Telephone Number: 630-489-9200		

Type of Ownership of Applicants

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

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

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Title: Chief Operating Officer
Company Name: DuPage Medical Group
Address: 1100 West 31 st Street, Suite 300, Downers Grove, Illinois 60515
Telephone Number: 630-545-3617

E-mail Address: <u>Donna.Cooper@Dupagemd.com</u>
Fax Number:
Post Permit Contact
[Person to receive all correspondence subsequent to permit issuance-THIS PERSON MUST BE EMPLOYED BY THE LICENSED HEALTH CARE FACILITY AS DEFINED AT 20 ILCS 3960]
Name: Kara Friedman
Title: Attorney
Company Name: Polsinelli PC
Address: 150 North Riverside Plaza, Suite 3000, Chicago, Illinois 60606
Telephone Number: 312-873-3639
E-mail Address: <u>kfriedman@polsinelli.com</u>
Fax Number:

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Quasar, LLC
Address of Site Owner: 815 Pasquinelli Drive, Westmont, Illinois 60559
Street Address or Legal Description of the Site: 815 Pasquinelli Drive, Westmont, Illinois 60559
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.

Operating Identity/Licensee

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

Exact Legal Name: Chicago Prostate Cancer Surgery Center, LLC
Address: 815 Pasquinelli Drive, Westmont, Illinois 60559
<input type="checkbox"/> Non-profit Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> For-profit Corporation <input type="checkbox"/> Governmental <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other
<ul style="list-style-type: none"> o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. o Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.
APPEND DOCUMENTATION AS ATTACHMENT 3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Organizational Relationships

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

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

Flood Plain Requirements

[Refer to application instructions.]

Provide documentation that the project complies with the requirements of Illinois Executive Order #2006-5 pertaining to construction activities in special flood hazard areas. As part of the flood plain requirements, please provide a map of the proposed project location showing any identified floodplain areas. Floodplain maps can be printed at www.FEMA.gov or www.illinoisfloodmaps.org. **This map must be in a readable format.** In addition, please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2006-5 (<http://www.hfsrb.illinois.gov>).

APPEND DOCUMENTATION AS ATTACHMENT 5, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Historic Resources Preservation Act Requirements

[Refer to application instructions.]

Provide documentation regarding compliance with the requirements of the Historic Resources Preservation Act.

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

DESCRIPTION OF PROJECT

1. Project Classification

[Check those applicable - refer to Part 1110.20 and Part 1120.20(b)]

Part 1110 Classification:

- Substantive
- Non-substantive

2. Narrative Description

In the space below, provide a brief narrative description of the project. 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. Include the rationale regarding the project's classification as substantive or non-substantive.

This project will alleviate the high utilization of the affiliated surgery center in Lombard, DMG Surgical Center, LLC dba Surgical Center of DuPage Medical Group, which is less than five miles from Chicago Prostate Cancer Surgery Center, LLC (the "Surgery Center"). Chicago Prostate Cancer Surgery Center, LLC and DuPage Medical Group, Ltd. (the "Applicants") propose to add obstetrics/gynecology, orthopedics, pain management, podiatry and general surgery to its existing ambulatory surgical treatment center located at 815 Pasquinelli Drive, Westmont, Illinois 60559. The Surgery Center is currently providing urology service and includes 2 operating rooms and associated recovery area.

Procedures to be performed at the Surgery Center after permit issuance will be: obstetrics/ gynecology, orthopedics, pain management, podiatry, urology and general surgery.

This project constitutes a non-substantive project as it is the addition of new specialties to an existing surgery center.

Project Costs and Sources of Funds

Complete the following table listing all costs (refer to Part 1120.110) associated with the project. When a project or any component of a project is to be accomplished by lease, donation, gift, or other means, the fair market or dollar value (refer to Part 1130.140) of the component must be included in the estimated project cost. If the project contains non-reviewable components that are not related to the provision of health care, complete the second column of the table below. Note, the use and sources of funds must be equal.

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs			
Site Survey and Soil Investigation			
Site Preparation			
Off Site Work			
New Construction Contracts			
Modernization Contracts	\$1,060,925	\$1,242,725	\$2,303,650
Contingencies			
Architectural/Engineering Fees	\$96,988	\$121,859	\$218,847
Consulting and Other Fees	\$31,060	\$18,940	\$50,000
Movable or Other Equipment (not in construction contracts)	\$807,303	\$1,366,656	\$2,173,959
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space or Equipment			
Other Costs To Be Capitalized ¹	\$504,513	\$0	\$504,513
Acquisition of Building or Other Property (excluding land)			
TOTAL USES OF FUNDS	\$2,500,789	\$2,750,180	\$5,250,969
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	\$935,351	\$1,507,455	\$2,442,806
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)	\$1,060,925	\$1,242,725	\$2,303,650
Governmental Appropriations			
Grants			
Other Funds and Sources (NBV of existing equip.)	\$504,513	\$0	\$504,513
TOTAL SOURCES OF FUNDS	\$2,500,789	\$2,750,180	\$5,250,969
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

¹ Net book value of equipment to be transferred from DMG Surgical Center

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	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Purchase Price: \$	_____	
Fair Market Value: \$	_____	
The project involves the establishment of a new facility or a new category of service		
	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, provide the dollar amount of all non-capitalized operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100.		
Estimated start-up costs and operating deficit cost is \$ <u>\$0</u> .		

Project Status and Completion Schedules

For facilities in which prior permits have been issued please provide the permit numbers.	
Indicate the stage of the project's architectural drawings:	
<input type="checkbox"/> None or not applicable	<input checked="" type="checkbox"/> Preliminary
<input type="checkbox"/> Schematics	<input type="checkbox"/> Final Working
Anticipated project completion date (refer to Part 1130.140): <u>July 31, 2020</u>	
Indicate the following with respect to project expenditures or to financial commitments (refer to Part 1130.140):	
<input type="checkbox"/> Purchase orders, leases or contracts pertaining to the project have been executed.	
<input type="checkbox"/> Financial commitment is contingent upon permit issuance. Provide a copy of the contingent "certification of financial commitment" document, highlighting any language related to CON Contingencies	
<input checked="" type="checkbox"/> Financial Commitment will occur after permit issuance.	
APPEND DOCUMENTATION AS <u>ATTACHMENT 8</u>, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

State Agency Submittals [Section 1130.620(c)]

Are the following submittals up to date as applicable:
<input checked="" type="checkbox"/> Cancer Registry
<input checked="" type="checkbox"/> APORS NOT APPLICABLE
<input type="checkbox"/> All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
<input checked="" type="checkbox"/> All reports regarding outstanding permits
Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.

Cost Space Requirements

Provide in the following format, the **Departmental Gross Square Feet (DGSF)** or the **Building Gross Square Feet (BGSF)** and cost. The type of gross square footage either **DGSF** or **BGSF** must be identified. The sum of the department costs **MUST** equal the total estimated project costs. Indicate if any space is being reallocated for a different purpose. Include outside wall measurements plus the department's or area's portion of the surrounding circulation space. **Explain the use of any vacated space.**

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
REVIEWABLE							
Medical Surgical							
Intensive Care							
Diagnostic Radiology							
MRI							
Total Clinical							
NON REVIEWABLE							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL							

APPEND DOCUMENTATION AS ATTACHMENT 9, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Facility Bed Capacity and Utilization NOT APPLICABLE

Complete the following chart, as applicable. Complete a separate chart for each facility that is a part of the project and insert the chart after this page. Provide the existing bed capacity and utilization data for the latest Calendar Year for which data is available. Include observation days in the patient day totals for each bed service. Any bed capacity discrepancy from the Inventory will result in the application being deemed incomplete.

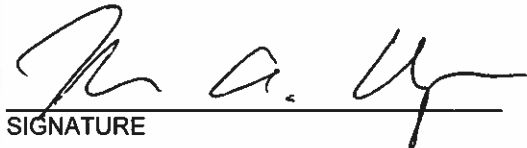
FACILITY NAME:		CITY:			
REPORTING PERIOD DATES:		From:	to:		
Category of Service	Authorized Beds	Admissions	Patient Days	Bed Changes	Proposed Beds
Medical/Surgical					
Obstetrics					
Pediatrics					
Intensive Care					
Comprehensive Physical Rehabilitation					
Acute/Chronic Mental Illness					
Neonatal Intensive Care					
General Long Term Care					
Specialized Long Term Care					
Long Term Acute Care					
Other ((identify)					
TOTALS:					

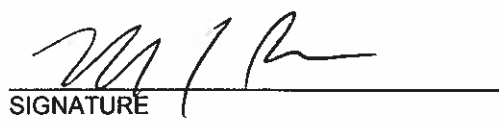
CERTIFICATION

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

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

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


SIGNATURE


SIGNATURE

Michael A. Kasper
PRINTED NAME

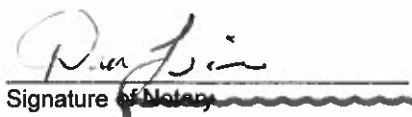
Mike Pacetti
PRINTED NAME

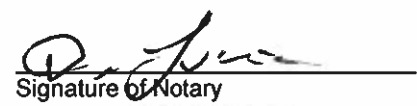
Chief Executive Officer
PRINTED TITLE

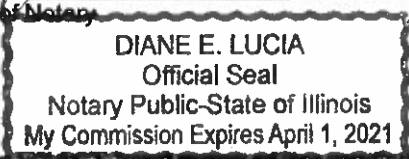
Chief Financial Officer
PRINTED TITLE

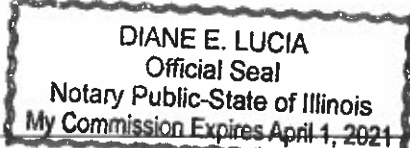
Notarization:
Subscribed and sworn to before me
this 2ND day of April, 2019

Notarization:
Subscribed and sworn to before me
this 2ND day of April, 2019


Signature of Notary


Signature of Notary

Seal

DIANE E. LUCIA
Official Seal
Notary Public-State of Illinois
My Commission Expires April 1, 2021

Seal

DIANE E. LUCIA
Official Seal
Notary Public-State of Illinois
My Commission Expires April 1, 2021


*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:

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

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



SIGNATURE



SIGNATURE

Michael A. Kasper

PRINTED NAME

Mike Pacetti

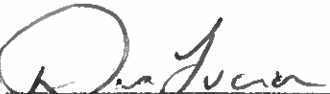
PRINTED NAME

PRINTED TITLE

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 2ND day of APRIL, 2019

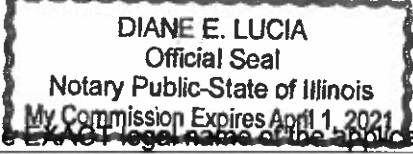
Notarization:
Subscribed and sworn to before me
this 2ND day of APRIL, 2019

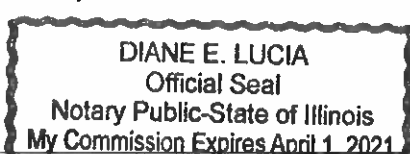


Signature of Notary



Signature of Notary

Seal 

Seal 

*Insert the EXACT legal name of the applicant

SECTION III. BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS

This Section is applicable to all projects except those that are solely for discontinuation with no project costs.

1110.110(a) – Background of the Applicant

READ THE REVIEW CRITERION and provide the following required information:

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. For the following questions, 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.
 - a. 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.
 - b. A certified listing of each applicant, identifying those individuals that have been cited, arrested, taken into custody, charged with, indicted, convicted or tried for, or pled guilty to the commission of any felony or misdemeanor or violation of the law, except for minor parking violations; or the subject of any juvenile delinquency or youthful offender proceeding. Unless expunged, provide details about the conviction and submit any police or court records regarding any matters disclosed.
 - c. A certified and detailed listing of each applicant or person charged with fraudulent conduct or any act involving moral turpitude.
 - d. A certified listing of each applicant with one or more unsatisfied judgements against him or her.
 - e. A certified and detailed listing of each applicant who is in default in the performance or discharge of any duty or obligation imposed by a judgment, decree, order or directive of any court or governmental agency.
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 for permit, 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 11, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-4) MUST BE IDENTIFIED IN ATTACHMENT 11.

Criterion 1110.110(b) & (d)**PURPOSE OF PROJECT**

1. Document that the project will provide health services that improve the health care or well-being of the market area population to be served.
2. Define the planning area or market area, or other relevant area, per the applicant's definition.
3. Identify the existing problems or issues that need to be addressed as applicable and appropriate for the project.
4. Cite the sources of the documentation.
5. Detail how the project will address or improve the previously referenced issues, as well as the population's health status and well-being.
6. Provide goals with quantified and measurable objectives, with specific timeframes that relate to achieving the stated goals as appropriate.

For projects involving modernization, describe the conditions being upgraded, if any. For facility projects, include statements of the age and condition of the project site, as well as regulatory citations, if any. For equipment being replaced, include repair and maintenance records.

NOTE: Information regarding the "Purpose of the Project" will be included in the State Board Staff Report.

APPEND DOCUMENTATION AS ATTACHMENT 12, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-6) MUST BE IDENTIFIED IN ATTACHMENT 12.

ALTERNATIVES

- 1) Identify ALL of the alternatives to the proposed project:

Alternative options must include:

- A) Proposing a project of greater or lesser scope and cost;
 - B) Pursuing a joint venture or similar arrangement with one or more providers or entities to meet all or a portion of the project's intended purposes; developing alternative settings to meet all or a portion of the project's intended purposes;
 - C) Utilizing other health care resources that are available to serve all or a portion of the population proposed to be served by the project; and
 - D) Provide the reasons why the chosen alternative was selected.
- 2) Documentation shall consist of a comparison of the project to alternative options. The comparison shall address issues of total costs, patient access, quality and financial benefits in both the short-term (within one to three years after project completion) and long-term. This may vary by project or situation. **FOR EVERY ALTERNATIVE IDENTIFIED, THE TOTAL PROJECT COST AND THE REASONS WHY THE ALTERNATIVE WAS REJECTED MUST BE PROVIDED.**
 - 3) The applicant shall provide empirical evidence, including quantified outcome data that verifies improved quality of care, as available.

APPEND DOCUMENTATION AS ATTACHMENT 13, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION IV. PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE

Criterion 1110.120 - Project Scope, Utilization, and Unfinished/Shell Space

READ THE REVIEW CRITERION and provide the following information:

SIZE OF PROJECT:

1. Document that the amount of physical space proposed for the proposed project is necessary and not excessive. This must be a narrative and it shall include the basis used for determining the space and the methodology applied.
2. If the gross square footage exceeds the BGSF/DGSF standards in Appendix B, justify the discrepancy by documenting one of the following:
 - a. Additional space is needed due to the scope of services provided, justified by clinical or operational needs, as supported by published data or studies and certified by the facility's Medical Director.
 - b. The existing facility's physical configuration has constraints or impediments and requires an architectural design that delineates the constraints or impediments.
 - c. The project involves the conversion of existing space that results in excess square footage.
 - d. Additional space is mandated by governmental or certification agency requirements that were not in existence when Appendix B standards were adopted.

Provide a narrative for any discrepancies from the State Standard. A table must be provided in the following format with Attachment 14.

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?

APPEND DOCUMENTATION AS ATTACHMENT 14, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

PROJECT SERVICES UTILIZATION:

This criterion is applicable only to projects or portions of projects that involve services, functions or equipment for which HFSRB has established utilization standards or occupancy targets in 77 Ill. Adm. Code 1100.

Document that in the second year of operation, the annual utilization of the service or equipment shall meet or exceed the utilization standards specified in 1110.Appendix B. A narrative of the rationale that supports the projections must be provided.

A table must be provided in the following format with Attachment 15.

UTILIZATION					
	DEPT./ SERVICE	HISTORICAL UTILIZATION (PATIENT DAYS) (TREATMENTS) ETC.	PROJECTED UTILIZATION	STATE STANDARD	MEET STANDARD?
YEAR 1					
YEAR 2					

APPEND DOCUMENTATION AS ATTACHMENT 15, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

UNFINISHED OR SHELL SPACE:

Provide the following information:

1. Total gross square footage (GSF) of the proposed shell space.
2. The anticipated use of the shell space, specifying the proposed GSF to be allocated to each department, area or function.
3. Evidence that the shell space is being constructed due to:
 - a. Requirements of governmental or certification agencies; or
 - b. Experienced increases in the historical occupancy or utilization of those areas proposed to occupy the shell space.
4. Provide:
 - a. Historical utilization for the area for the latest five-year period for which data is available; and
 - b. Based upon the average annual percentage increase for that period, projections of future utilization of the area through the anticipated date when the shell space will be placed into operation.

APPEND DOCUMENTATION AS ATTACHMENT 16, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

ASSURANCES:

Submit the following:

1. Verification that the applicant will submit to HFSRB a CON application to develop and utilize the shell space, regardless of the capital thresholds in effect at the time or the categories of service involved.
2. The estimated date by which the subsequent CON application (to develop and utilize the subject shell space) will be submitted; and
3. The anticipated date when the shell space will be completed and placed into operation.

APPEND DOCUMENTATION AS ATTACHMENT 17, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION V. SERVICE SPECIFIC REVIEW CRITERIA

This Section is applicable to all projects proposing the establishment, expansion or modernization of categories of service that are subject to CON review, as provided in the Illinois Health Facilities Planning Act [20 ILCS 3960]. It is comprised of information requirements for each category of service, as well as charts for each service, indicating the review criteria that must be addressed for each action (establishment, expansion, and modernization). After identifying the applicable review criteria for each category of service involved, read the criteria and provide the required information APPLICABLE TO THE CRITERIA THAT MUST BE ADDRESSED:

G. Non-Hospital Based Ambulatory Surgery

Applicants proposing to establish, expand and/or modernize the Non-Hospital Based Ambulatory Surgery category of service must submit the following information.

ASTC Service
<input type="checkbox"/> Cardiovascular
<input type="checkbox"/> Colon and Rectal Surgery
<input type="checkbox"/> Dermatology
<input type="checkbox"/> General Dentistry
<input checked="" type="checkbox"/> General Surgery
<input type="checkbox"/> Gastroenterology
<input type="checkbox"/> Neurological Surgery
<input type="checkbox"/> Nuclear Medicine
<input checked="" type="checkbox"/> Obstetrics/Gynecology
<input type="checkbox"/> Ophthalmology
<input type="checkbox"/> Oral/Maxillofacial Surgery
<input checked="" type="checkbox"/> Orthopedic Surgery
<input type="checkbox"/> Otolaryngology
<input checked="" type="checkbox"/> Pain Management
<input type="checkbox"/> Physical Medicine and Rehabilitation
<input type="checkbox"/> Plastic Surgery
<input checked="" type="checkbox"/> Podiatric Surgery
<input type="checkbox"/> Radiology
<input type="checkbox"/> Thoracic Surgery
<input checked="" type="checkbox"/> Urology ²
<input type="checkbox"/> Other

3. READ the applicable review criteria outlined below and submit the required documentation for the criteria:

APPLICABLE REVIEW CRITERIA	Establish New ASTC or Service	Expand Existing Service

² Currently providing urological surgical services

1110.235(c)(2)(B) – Service to GSA Residents	X	X
1110.235(c)(3) – Service Demand – Establishment of an ASTC or Additional ASTC Service	X	
1110.235(c)(4) – Service Demand – Expansion of Existing ASTC Service		X
1110.235(c)(5) – Treatment Room Need Assessment	X	X
1110.235(c)(6) – Service Accessibility	X	
1110.235(c)(7)(A) – Unnecessary Duplication/Maldistribution	X	
1110.235(c)(7)(B) – Maldistribution	X	
1110.235(c)(7)(C) – Impact to Area Providers	X	
1110.235(c)(8) – Staffing	X	X
1110.235(c)(9) – Charge Commitment	X	X
1110.235(c)(10) – Assurances	X	X
APPEND DOCUMENTATION AS <u>ATTACHMENT 24</u>, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.		

<p>_____</p> <p>_____</p> <p><u>\$504,513</u> (NBV of Transferred Equipment)</p>	<p>5) For any option to lease, a copy of the option, including all terms and conditions.</p> <p>e) Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent,</p> <p>f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;</p> <p>g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.</p>
<p><u>\$5,250,969</u></p>	<p>TOTAL FUNDS AVAILABLE</p>
<p>APPEND DOCUMENTATION AS <u>ATTACHMENT 33</u>, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</p>	

SECTION VII. 1120.130 - FINANCIAL VIABILITY

All the applicants and co-applicants shall be identified, specifying their roles in the project funding or guaranteeing the funding (sole responsibility or shared) and percentage of participation in that funding.

Financial Viability Waiver

The applicant is not required to submit financial viability ratios if:

1. "A" Bond rating or better
2. All of the projects capital expenditures are completely funded through internal sources
3. The applicant's current debt financing or projected debt financing is insured or anticipated to be insured by MBIA (Municipal Bond Insurance Association Inc) or equivalent
4. The applicant provides a third party surety bond or performance bond letter of credit from an A rated guarantor.

See Section 1120.130 Financial Waiver for information to be provided

APPEND DOCUMENTATION AS ATTACHMENT 34, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

The applicant or co-applicant that is responsible for funding or guaranteeing funding of the project shall provide viability ratios for the latest three years for which **audited financial statements are available and for the first full fiscal year at target utilization, but no more than two years following project completion.** When the applicant's facility does not have facility specific financial statements and the facility is a member of a health care system that has combined or consolidated financial statements, the system's viability ratios shall be provided. If the health care system includes one or more hospitals, the system's viability ratios shall be evaluated for conformance with the applicable hospital standards.

	Historical 3 Years			Projected
Enter Historical and/or Projected Years:				
Current Ratio				
Net Margin Percentage				
Percent Debt to Total Capitalization				
Projected Debt Service Coverage				
Days Cash on Hand				
Cushion Ratio				

Provide the methodology and worksheets utilized in determining the ratios detailing the calculation and applicable line item amounts from the financial statements. Complete a separate table for each co-applicant and provide worksheets for each.

Variance

Applicants not in compliance with any of the viability ratios shall document that another organization, public or private, shall assume the legal responsibility to meet the debt obligations should the applicant default.

APPEND DOCUMENTATION AS ATTACHMENT 35, IN NUMERICAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION VIII.1120.140 - ECONOMIC FEASIBILITY

This section is applicable to all projects subject to Part 1120.

A. Reasonableness of Financing Arrangements

The applicant shall document the reasonableness of financing arrangements by submitting a notarized statement signed by an authorized representative that attests to one of the following:

- 1) That the total estimated project costs and related costs will be funded in total with cash and equivalents, including investment securities, unrestricted funds, received pledge receipts and funded depreciation; or
- 2) That the total estimated project costs and related costs will be funded in total or in part by borrowing because:
 - A) A portion or all of the cash and equivalents must be retained in the balance sheet asset accounts in order to maintain a current ratio of at least 2.0 times for hospitals and 1.5 times for all other facilities; or
 - B) Borrowing is less costly than the liquidation of existing investments, and the existing investments being retained may be converted to cash or used to retire debt within a 60-day period.

B. Conditions of Debt Financing

This criterion is applicable only to projects that involve debt financing. The applicant shall document that the conditions of debt financing are reasonable by submitting a notarized statement signed by an authorized representative that attests to the following, as applicable:

- 1) That the selected form of debt financing for the project will be at the lowest net cost available;
- 2) That the selected form of debt financing will not be at the lowest net cost available, but is more advantageous due to such terms as prepayment privileges, no required mortgage, access to additional indebtedness, term (years), financing costs and other factors;
- 3) That the project involves (in total or in part) the leasing of equipment or facilities and that the expenses incurred with leasing a facility or equipment are less costly than constructing a new facility or purchasing new equipment.

C. Reasonableness of Project and Related Costs

Read the criterion and provide the following:

1. Identify each department or area impacted by the proposed project and provide a cost and square footage allocation for new construction and/or modernization using the following format (insert after this page).

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New	Circ.*	Gross Sq. Ft. Mod.	Circ.*	Const. \$ (A x C)	Mod. \$ (B x E)	
Contingency									
TOTALS									

* Include the percentage (%) of space for circulation

D. Projected Operating Costs

The applicant shall provide the projected direct annual operating costs (in current dollars per equivalent patient day or unit of service) for the first full fiscal year at target utilization but no more than two years following project completion. Direct cost means the fully allocated costs of salaries, benefits and supplies for the service.

E. Total Effect of the Project on Capital Costs

The applicant shall provide the total projected annual capital costs (in current dollars per equivalent patient day) for the first full fiscal year at target utilization but no more than two years following project completion.

APPEND DOCUMENTATION AS ATTACHMENT 36, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION IX. SAFETY NET IMPACT STATEMENT

SAFETY NET IMPACT STATEMENT that describes all of the following must be submitted for ALL SUBSTANTIVE PROJECTS AND PROJECTS TO DISCONTINUE STATE-OWNED HEALTH CARE FACILITIES [20 ILCS 3960/5.4]:

1. The project's material impact, if any, on essential safety net services in the community, to the extent that it is feasible for an applicant to have such knowledge.
2. The project's impact on the ability of another provider or health care system to cross-subsidize safety net services, if reasonably known to the applicant.
3. How the discontinuation of a facility or service might impact the remaining safety net providers in a given community, if reasonably known by the applicant.

Safety Net Impact Statements shall also include all of the following:

1. For the 3 fiscal years prior to the application, a certification describing the amount of charity care provided by the applicant. The amount calculated by hospital applicants shall be in accordance with the reporting requirements for charity care reporting in the Illinois Community Benefits Act. Non-hospital applicants shall report charity care, at cost, in accordance with an appropriate methodology specified by the Board.
2. For the 3 fiscal years prior to the application, a certification of the amount of care provided to Medicaid patients. Hospital and non-hospital applicants shall provide Medicaid information in a manner consistent with the information reported each year to the Illinois Department of Public Health regarding "Inpatients and Outpatients Served by Payor Source" and "Inpatient and Outpatient Net Revenue by Payor Source" as required by the Board under Section 13 of this Act and published in the Annual Hospital Profile.
3. Any information the applicant believes is directly relevant to safety net services, including information regarding teaching, research, and any other service.

A table in the following format must be provided as part of Attachment 38.

Safety Net Information per PA 96-0031			
CHARITY CARE			
Charity (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
Total			
Charity (cost in dollars)	Year	Year	Year
Inpatient			
Outpatient			
Total			
MEDICAID			
Medicaid (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
Total			

Medicaid (revenue)			
Inpatient			
Outpatient			
Total			

APPEND DOCUMENTATION AS ATTACHMENT 37, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION X. CHARITY CARE INFORMATION

Charity Care information MUST be furnished for ALL projects [1120.20(c)].

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 39.

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

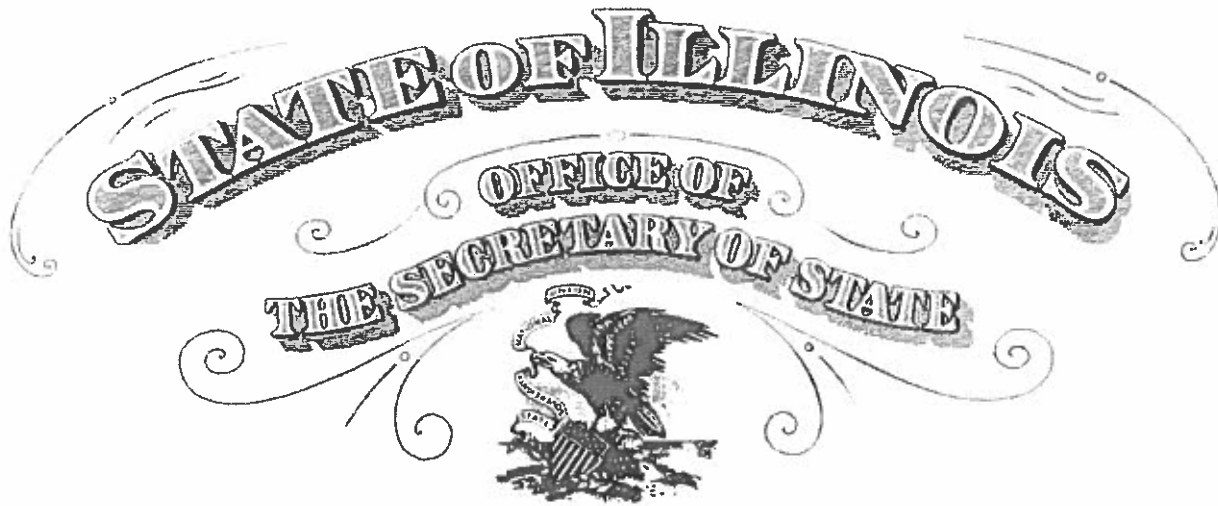
APPEND DOCUMENTATION AS ATTACHMENT 38, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Section I, Identification, General Information, and Certification
Applicants

Certificates of good standing for Chicago Prostate Cancer Surgery Center, LLC and DuPage Medical Group, Ltd. are attached at Attachment – 1.

Chicago Prostate Cancer Surgery Center, LLC is the operator/licensee of Chicago Prostate Surgery Center. Chicago Prostate Surgery Center is the trade name of Chicago Prostate Cancer Surgery Center, LLC and is not separately organized.

As the person with final control over the operator/licensee, DuPage Medical Group, Ltd. is named as an applicant for this CON application.



To all to whom these Presents Shall Come, Greeting:

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

CHICAGO PROSTATE CANCER SURGERY CENTER LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON MARCH 03, 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 DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 7TH day of DECEMBER A.D. 2018 .



Authentication #: 1834102200 verifiable until 12/07/2019
Authenticate at: <http://www.cyberdriveillinois.com>

Jesse White

SECRETARY OF STATE



To all to whom these Presents Shall Come, Greeting:

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

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

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 7TH day of DECEMBER A.D. 2018 .



Authentication #: 1834102164 verifiable until 12/07/2019
Authenticate at: <http://www.cyberdriveillinois.com>

Jesse White

SECRETARY OF STATE

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

A copy of the sublease between DMG Real Estates, LLC and Chicago Prostate Cancer Center, LLC is attached at Attachment – 2.

Section 1, Identification, General Information, and Certification

Site Ownership

Chicago Prostate Cancer Surgery Center, LLC possesses a leasehold interest in the Surgery Center Premises as described below.

LEASEHOLD INTEREST OVERVIEW

Background

- CHICAGO PROSTATE CANCER CENTER, LLC, an Illinois limited liability company (“**Cancer Center**”) and QUASAR, LLC, an Illinois limited liability company (“**Quasar**”) entered into a Lease Agreement effective as of November 8, 2005 (the “**Original Lease**”), pursuant to which Quasar, as the landlord, leased to Cancer Center, as the tenant, certain premises (the “**Building Premises**”) in a building owned by Quasar located at 815 Pasquinelli Drive, Westmont, Illinois. The Building Premises consist of (i) a surgery center consisting of 11,205 gross square feet (“**Surgery Center Premises**”) and (ii) physician practice office space consisting of 22,913 gross square feet. The Original Lease was subsequently amended by a First Amendment to Lease Agreement dated effective as of October 13, 2006 (the “**First Amendment**”), a Second Amendment to Lease Agreement dated effective as of June 1, 2011 (the “**Second Amendment**”), and a Third Amendment to Lease Agreement dated effective as of June 1, 2014 (the “**Third Amendment**”).
- Pursuant to an Assignment of Lease and Fourth Amendment dated effective as of April 1, 2019 (the “**Fourth Amendment**”), Cancer Center, with the approval and consent of Quasar, assigned its tenant interests in the Original Lease, as amended by the First Amendment, the Second Amendment, and the Third Amendment, to DMG REAL ESTATE, LLC, an Illinois limited liability company (“**Building Lessee**”). The Original Lease, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment are hereafter collectively referred to as the “**Lease**.” As of April 1, 2019, the parties to the Lease are Quasar, as the landlord, and Building Lessee, as the tenant. Quasar has further agreed, by its consent stated in the Fifth Amendment of Lease and Consent to Sublease between Quasar and Building Lessee, dated effective as of April 1, 2019 (a copy of which is attached to this Memorandum, the “**Fifth Amendment**”), that Building Lessee may sublease a portion of the Medical Office Premises (the “**Surgery Center Premises**”) to CHICAGO PROSTATE CANCER SURGERY CENTER, LLC, an Illinois limited liability company (“**Surgery Center**”). The sublease arrangement between Building Lessee and Surgery Center, pursuant to which Surgery Center subleases the Surgery Center Premises for use as an ambulatory surgery center, is set forth in the Sublease Agreement dated effective as of April 1, 2019 (a copy of which is attached to this Memorandum, the “**Sublease**”).

- Quasar has agreed fund certain renovations to the Surgery Center Premises through a tenant improvement allowance (the “**TI Allowance**”). Quasar and Building Lessee have entered into a, pursuant to which Quasar has committed to fund the TI Allowance. As consideration for receipt of the TI Allowance, Building Lessee has agreed to an adjustment of rent payable by Building Lessee under the Lease (the “**Adjusted Rent**”), as described in the Fifth Amendment.

Summary of Fifth Amendment to Lease

- *Parties:* Quasar, as the landlord, and Building Lessee, as the tenant
- *TI Allowance:* \$3,018,595.00, of which \$2,303,650 will be used for improvements to the Surgery Center (the “**Surgery Center Improvements**”)
- *Lease Rent:* Consistent with fair market value range
- *Lease Expiration:* 240 months following substantial completion of the Surgery Center Improvements and payment by Quasar in full of the TI Allowance
- *Extension Option:* 60 months
- *Consent to Sublease:* Subject to subordination of Sublease to Lease

Summary of Sublease

- *Parties:* Building Lessee, as the sublandlord, and Surgery Center, as the subtenant
- *Sublease Rent:* Consistent with fair market value range
- *Additional Rent:* Proportionate share of Lease Rent calculated as ratio of Surgery Center Premises to Medical Office Premises
- *Sublease Expiration:* 240 months following substantial completion of the Surgery Center Improvements and payment by Quasar in full of the TI Allowance; coterminous with Lease
- *Compliance:* Mutual obligation for Building Lessee and Surgery Center compliance with applicable laws and regulations

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this “**Sublease**”) is made to be effective as of April 1, 2019 (the “**Effective Date**”), between DMG REAL ESTATE, LLC, an Illinois limited liability company (“**Sublandlord**”), and CHICAGO PROSTATE CANCER SURGERY CENTER, LLC, an Illinois limited liability company (“**Subtenant**”).

RECITALS:

A. Sublandlord is “**Tenant**” under that certain Lease Agreement dated effective as of November 8, 2005, as amended by a First Amendment to Lease Agreement dated effective as of October 13, 2006, as further amended by a Second Amendment to Lease Agreement dated effective as of June 1, 2011, as further amended by a Third Amendment to Lease Agreement dated effective as of June 1, 2014, as further amended by an Assignment of Lease and Fourth Amendment dated effective as of April 1, 2019, and as further amended by a Fifth Amendment of Lease and Consent to Sublease dated April 1, 2019 (collectively, the “**Master Lease**”), by and between Sublandlord and QUASAR, LLC, an Illinois limited liability company (“**Master Landlord**”).

B. Pursuant to the Master Lease, Sublandlord leases from Master Landlord certain premises consisting of approximately 34,113 rentable square feet (the “**Sublandlord Premises**”), located at 815 Pasquinelli Drive, Westmont, Illinois (the “**Building**”), as more particularly described in the Lease.

C. Subject to all the terms, provisions, and conditions of this Sublease, Sublandlord desires to sublease to Subtenant, and Subtenant desires to lease from Sublandlord, on an exclusive basis, certain premises containing approximately 11,205 rentable square feet within the Sublandlord Premises, as described on Exhibit A attached to and incorporated into this Sublease (the “**Premises**”).

D. Subtenant intends to use the Premises for the performance of ambulatory surgical procedures and provision of related medical treatment and care, and other lawful related uses subject to compliance with the terms of the Master Lease (collectively, the “**Permitted Use**”).

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sublandlord and Subtenant agree as follows:

**ARTICLE I.
DEMISE, TERM AND TERMINATION**

1.1 **Demise.** Subject to the terms, provisions and conditions of this Sublease and the Master Lease, Sublandlord hereby leases to Subtenant on an AS IS, WHERE IS, WITH ALL FAULTS basis, and Subtenant hereby leases from Sublandlord, the Premises for Subtenant's exclusive use, together with a non-exclusive license to use and access all areas and facilities leased by Sublandlord pursuant to the Master Lease in or near the Building for the non-exclusive general common use of tenants and other occupants of the Building, their employees, invitees and patients (collectively, "**Common Areas**"), as "**Common Areas**" are defined under the Master Lease, pursuant to the following terms and conditions. Subject to the terms, provisions and conditions of this Sublease, all Common Areas (as they may exist from time to time) are subject to the exclusive control and management of Master Landlord.

1.2 **Term.** Sublandlord leases to Subtenant and Subtenant leases from Sublandlord the Premises for an initial term (the "**Initial Term**") commencing on April 1, 2019 (the "**Commencement Date**"), and ending on the last day of the two hundred fortieth (240th) calendar month following the Commencement Date (the "**Expiration Date**"), subject to extension for one (1) immediately subsequent period of five (5) years (the "**Extension Term**"), in accordance with the Master Lease (in which event the "Expiration Date" shall mean the expiration of the Extension Term); provided, however, that the parties agree that this Sublease shall automatically terminate at such time as the Master Lease expires or is otherwise terminated. The Initial Term together with the Extension Term, if exercised, is referred to herein as the "**Term.**" In the event either party terminates this Sublease prior to the first calendar anniversary of the Commencement Date, then the parties shall not enter into another agreement for the same or substantially the same space and/or services on terms different from those specified herein for a period of twelve (12) months from the Commencement Date, unless to do so would not result in there being a non-expected financial relationship between a physician and Subtenant for purposes of the Ethics in Patient Referrals Act of 1989, as amended, 42 U.S.C. § 1395nn ("**Stark Law**").

1.3 **Re-measurement.** During the Term, either party hereto shall have the right, at its sole cost, to cause the Premises to be re-measured in accordance with Office Buildings: Standard Methods of Measurement and Calculating Rental Area (ANSI/BOMA Z65.1-2010), as promulgated by the Building Owner's and Manager's Association International. In the event the actual square footage of the Premises, as re-measured by the applicable party, is different than the square footage of the Premises initially set forth herein, the parties shall promptly execute a written modification to this Sublease, acknowledging the actual square footage of the Premises, and modifying all sections of this Sublease affected thereby.

**ARTICLE II.
FINANCIAL ARRANGEMENT**

2.1 **Rental Rate.**

(a) **Rent.** Subtenant agrees to pay and Sublandlord agrees to accept a base rent ("**Base Rent**") for the lease of the Premises in the following amounts for the following periods of time:

PERIOD	Annual Base Rent	Monthly Base Rent
Commencement Date – 12 th Full Calendar Month Following Commencement Date	\$437,159.00	\$36,429.92
Months 13 – 24	\$445,746.90	\$37,145.58
Months 25 – 36	\$454,661.80	\$37,888.48
Months 37 – 48	\$463,755.00	\$38,646.25
Months 49 – 60	\$473,030.10	\$39,419.18
Months 61 – 72	\$482,490.70	\$40,207.56
Months 73 – 84	\$492,140.60	\$41,011.72
Months 85 – 96	\$501,983.40	\$41,831.95
Months 97 – 108	\$512,023.00	\$42,668.58
Months 109 – 120	\$522,263.50	\$43,521.96
Months 121 – 132	\$532,708.80	\$44,392.40
Months 133 – 144	\$576,621.10	\$48,051.76
Months 145 – 156	\$588,153.20	\$49,012.77
Months 157 – 168	\$636,636.30	\$53,053.03
Months 169 – 180	\$437,159.00	\$36,429.92
Months 181 – 192	\$445,746.90	\$37,145.58
Months 193 – 204	\$454,661.80	\$37,888.48
Months 205 – 216	\$463,755.00	\$38,646.25
Months 217 – 228	\$473,030.10	\$39,419.18
Months 229 – 240	\$482,490.70	\$40,207.56

In the event of an adjustment in the rental payable by Sublandlord to Master Landlord under the Master Lease, Subtenant agrees and acknowledges that the Base Rent due under this Sublease may be adjusted accordingly.

In addition, Subtenant agrees to pay and Sublandlord agrees to accept the additional rent as set forth in Section 2.1(b) below (“**Additional Rent**”). All sums of Base Rent plus Additional Rent are sometimes herein collectively referred to as “**Rent**.”

(b) Additional Rent. Subtenant covenants and agrees to pay to Sublandlord, as Additional Rent, the proportion of the “Additional Rent” payable by Sublandlord under the Master Lease calculated as the ratio of the square footage of the Premises to that of the Sublandlord Premises ($11,205/34,113 = 32.85\%$) (“**Subtenant’s Proportionate Share**”).

(i) Estimated Additional Rent. Under the Master Lease, Master Landlord shall estimate the amount of Additional Rent for each calendar year during the Term. Additional Rent payable hereunder by Subtenant to Sublandlord shall be Subtenant’s Proportionate Share of the amount of Additional Rent payable by Sublandlord under the Master Lease.

(ii) Actual Additional Rent. After the end of each calendar year, when Master Landlord determines the actual amount of Additional Rent payable by Sublandlord and Master Landlord and Sublandlord settle any over- or under-payment in accordance with the terms of the Master Lease, Sublandlord shall notify Subtenant of any over- or under-payment by Subtenant in Additional Rent for the preceding calendar year, and (A) if Subtenant has under-paid the actual amount of Additional Rent due, Subtenant shall pay such amount to Sublandlord within thirty (30) days of written demand by Sublandlord, and (B) if Subtenant has over-paid the actual amount of Additional Rent due, such excess payment amount shall be credited against Rent due from Subtenant hereunder for the next applicable month of the Term. Any obligation of Subtenant to pay Additional Rent hereunder through the expiration or termination of this Sublease shall survive such expiration or termination.

(iii) Additional Rent Dispute. If Subtenant disputes any amount of Additional Rent to be paid by Subtenant during the Term, Subtenant may not offset such amount, but shall have the right to provide written notice to Sublandlord of such dispute, in which event Sublandlord shall follow the procedures required under the Master Sublease to dispute the same with Sublandlord, and Subtenant agrees to fully cooperate in such procedures.

2.2 Rental Payments. Rent shall be payable in advance without necessity of demand in equal monthly installments beginning on the Commencement Date, and thereafter on the first day of every calendar month throughout the Term. If the Expiration Date is on a day other than the first or last day of the month, the monthly Rent for such last month of this Sublease shall be prorated, based upon a thirty (30) day month. All Rent payments shall be made payable to Sublandlord at Sublandlord's address for notices set forth in Section 10.5 of this Sublease, or to such other place as Sublandlord may from time to time designate in writing to Subtenant. If all or a portion of Rent is not paid within five (5) days after when due, then Subtenant shall also be obligated to pay to Sublandlord, in addition to the past due amount of Rent, any expenses incurred by Sublandlord as late fees or similar payments to Master Landlord under the Master Lease as a result of such late payment.

ARTICLE III. OBLIGATIONS AND REPRESENTATIONS

3.1 Services and Utilities. Subtenant acknowledges that Master Landlord provides certain services and utilities to the Building, and that Sublandlord may provide separate or additional services or utilities to the Sublandlord Premises (including the Premises). Subtenant shall pay to Sublandlord, upon written demand from Sublandlord, as Additional Rent hereunder, Subtenant's Proportionate Share of the cost of any such services or utilities as paid by Sublandlord, whether to Master Landlord or directly to a service or utility provider. Subtenant will not, without the prior written consent of Sublandlord, consume more electricity or water than is customarily furnished to premises of a size comparable to the Premises which are used for the Authorized Use. Subtenant will pay Landlord promptly upon demand all additional expenses incurred by Landlord under the Master Lease as a result of such excessive use by Tenant. Sublandlord will not be liable for any failure, stoppage or interruption of any utility or service, nor will any such failure, stoppage, or interruption constitute an eviction of Tenant, entitle

Subtenant to an abatement of Rent, or relieve Subtenant from its obligations under this Lease. Subtenant will cooperate with governmental water, energy and other conservation programs, and with any conservation practices established by Sublandlord or Master Landlord.

3.2 **Representations.** Sublandlord hereby represents to Subtenant that Sublandlord is the tenant under the Master Lease, with a leasehold interest the Premises, and has the right and authority to enter into this Sublease. Sublandlord and Subtenant each represents and warrants to the other that it and those signatories executing this Sublease on its behalf have full power and authority to execute this Sublease.

3.3 **Alterations to Facilitate Compliance.** If at any time or from time to time any alterations, including, without limitation, structural alterations, are required in order for the Premises or any portion thereof to comply with any applicable laws, the party (as between Sublandlord and Subtenant) that is responsible for maintaining such improvements requiring alteration under Section 5.1 hereof shall promptly make such alterations at its sole cost and expense. However, if at any time any alterations, including, without limitation, structural alterations, are required to any improvements Sublandlord is otherwise responsible for maintaining under Section 5.1 hereof in order for the Premises to comply with any laws specifically applicable to the Premises due solely to Subtenant's use of the Premises for the Permitted Use and not due to any act by Sublandlord, Subtenant shall promptly make such alterations, at its sole cost and expense.

3.4 **Environmental Conditions.** Subtenant shall not cause or permit any hazardous or toxic substances to be brought upon, produced, stored, used, discharged or disposed of in, on or about the Premises except in strict compliance with all applicable environmental laws. Sublandlord agrees to indemnify, defend, and hold harmless Subtenant for any (i) violation of federal, state, or local law, ordinance, or regulation resulting from any environmental condition in or about the Premises occurring prior to the Commencement Date of this Sublease, other than any such violation proximately caused by Subtenant or its agents, contractors, or employees; or (ii) personal injury or property damages resulting from the presence, storage or generation of any hazardous substances on or about the Premises and caused by Sublandlord's gross negligence or willful misconduct or the gross negligence or willful misconduct of any party under Sublandlord's control.

ARTICLE IV. USE AND SIGNAGE

4.1 **Use of Premises.** Subtenant covenants and agrees, so long as this Sublease remains in force, to use the Premises for the Permitted Use and for no other purpose.

4.2 **Signs.** Subtenant may, in compliance with the terms of the Master Lease and with the prior written approval of Sublandlord, install signage in, on or about the Premises or the Building, all at Subtenant's sole cost.

ARTICLE V. CONDITION OF PREMISES, MAINTENANCE, AND CASUALTY

5.1 **Maintenance.** Subtenant shall, throughout the Term, preserve in good working order (subject to ordinary wear and tear and damage by fire or other casualty), maintain, repair and replace, as reasonably required, the Premises and all elements within and exclusively serving the Premises, and keep the Premises in a reasonably safe and serviceable condition, except only for those items that are stated in this Sublease to be Sublandlord's obligations. Notwithstanding anything to the contrary in this Sublease, Subtenant shall not be responsible for repair, maintenance and replacement of items located in or serving those portions of the Sublandlord Premises outside of the Premises, or for any items that Master Landlord is required to maintain or replace pursuant to the terms of the Lease. All maintenance, repair and replacement obligations shall be performed in compliance with applicable statutes and regulations governing health care facilities, including, but not limited to, any applicable federal or state requirements.

5.2 **Disposal of Hazardous Materials or Infectious Waste.** It shall be Subtenant's responsibility to dispose of any hazardous material and infectious waste (as such terms are defined by applicable federal, state, and local environmental laws and specifically including, without limitation, all radioactive materials, bulk blood, and blood products; cultures or specimens from medical, pathological, pharmaceutical, research, commercial, and industrial laboratories; human tissues, organs, body parts, secretions, blood, and body fluids removed during surgery and autopsies; the carcasses and body parts of all animals exposed to pathogens in research, used in the vivo testing of pharmaceuticals or that died of known or suspected infectious diseases; needles, syringes, and scalpel blades) from the Premises. To this end, Subtenant shall see to it that all such hazardous material and infectious waste are temporarily stored on the Premises in a manner consistent with applicable laws. Subtenant shall be responsible for paying all costs and expenses associated with such removal, such amount to be included in Additional Rent. Subtenant shall not cause or permit any hazardous materials or infectious waste to be disposed on, under, or about the Sublandlord Premises or elsewhere on, under, or about the Building. Subtenant shall not place or permit to be placed any hazardous materials or infectious waste in any trash dumpster or other garbage collection bin for the disposal of non-infectious waste or garbage.

5.3 **Rights of Master Landlord and Sublandlord to Inspect and Repair.** Master Landlord (pursuant to the terms of the Master Lease), Sublandlord, and their respective agents, employees, and independent contractors shall have the right to enter the Premises upon reasonable prior notice to Subtenant (except in cases of emergency) to perform their respective obligations under the Master Lease or this Sublease, or examine the Premises. Sublandlord hereby acknowledges that Subtenant is required by law to protect the privacy rights of its patients pursuant to: (i) the Administrative Simplification Requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and the regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information (45 C.F.R. Parts 160 and 164); and (ii) the security and privacy provisions of the American Recovery and Reinvestment Act ("ARRA"), including the Health Information and Technology for Economic and Clinical Health Act ("HITECH"), and the regulations promulgated thereunder, as all of these may be amended from time to time. Accordingly, except in the case of an emergency, Sublandlord's right to enter the Premises or any portion thereof, and to make alterations, repairs, replacements, improvements, or additions thereto, shall be subject to reasonable advance written notice to Subtenant, and Subtenant, in its sole discretion, may have an authorized employee or agent of Subtenant accompany such party during its access to the

Premises or any portion thereof to ensure such access does not unreasonably interfere with Subtenant's obligations to protect the privacy rights of their patients as described above. Except to the extent required by applicable laws or governmental authorities, Sublandlord shall not make any material modifications to the Premises that would materially adversely impact Subtenant's use and occupancy of the Premises without Subtenant's prior written consent (not to be unreasonably withheld, conditioned or delayed).

5.4 **Nuisance.** Subtenant shall not commit any waste, or create, maintain, or suffer or permit to be created or maintained, any nuisances in or about the Premises, including, but not limited to, unreasonably loud noises, sound effects, offensive odors, or chemicals, smoke, and dust.

5.5 **Parking.** Subtenant and Subtenant's employees, customers, and invitees shall have the non-exclusive right to park in the parking areas designated by Master Landlord at no additional cost to Subtenant.

5.6 **Certain Rights Reserved To Master Landlord.** Pursuant to the terms of the Master Lease, Master Landlord has reserved certain rights related to the Sublandlord Premises (including the Premises). Subtenant acknowledges and agrees that the exercise of any such rights by Master Landlord shall not be deemed to constitute an eviction or disturbance of Subtenant's use or possession of the Premises and shall not give rise to any claim for set off or abatement of rent or any other claim unless the same unreasonably interferes with Subtenant's access to or ability to utilize the Premises for the Permitted Use.

ARTICLE VI. IMPROVEMENTS & FIXTURES

6.1 **Subtenant Improvements.** Subtenant shall have the right to construct certain improvements within the Premises (the "Subtenant Work") in accordance with the terms of the Fifth Amendment of Lease and Consent to Sublease between Sublandlord and Master Landlord dated April 1, 2019 (the "Fifth Amendment to Master Lease").

6.2 **Alterations or Improvements.** Except for the Subtenant Work described in Section 6.1 above, and except as specified in this Section 6.2, Subtenant will not make any alterations or improvements to the Premises without Sublandlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. In the event Subtenant proposes to make any alteration, Subtenant shall, prior to commencing such alteration, submit to Sublandlord: (i) plans and specifications; (ii) names and addresses of all contractors; (iii) all necessary permits evidencing compliance with all applicable governmental rules, regulations and requirements; (iv) certificates of insurance in form and amounts reasonably required by Sublandlord or Master Landlord; and (v) such other information as may be required under the Master Lease or otherwise by Master Landlord, and Sublandlord shall provide all such information as required to Master Landlord for approval pursuant to the terms of the Master Lease. If approved or deemed approved, Subtenant shall pay the entire cost of the alteration. Each alteration shall be performed in a good and workmanlike manner, in accordance with the approved plans and specifications. In addition, each alteration shall be performed in compliance with all applicable governmental and insurance company laws, regulations and requirements.

6.3 **Improvements to Master Landlord's Property.** All alterations and improvements that are affixed to the Premises (but specifically excluding Subtenant's personal property, trade fixtures, equipment and furniture) shall remain in place at the Premises and become the property of Master Landlord when the Term expires, unless required or permitted to be removed under the Master Lease, in which case the same shall be completed in accordance with the terms of the Master Lease.

6.4 **Removal of Trade Fixtures.** At or prior to (but not after) the expiration or termination of this Sublease, at no charge to Subtenant, Subtenant shall have the right to remove any trade fixtures, equipment, furniture, and fixtures.

6.5 **Liens.** Subtenant shall not permit any mechanic's lien to be filed against the Premises or the Building, or any part thereof, arising out of any alteration performed by or on behalf of Subtenant. If any such lien is filed, Subtenant shall within thirty (30) days thereafter have such lien released of record and/or take such other steps as may be required by Master Landlord.

**ARTICLE VII.
INDEMNITY, INSURANCE, CASUALTY, AND CONDEMNATION**

7.1 **Indemnities.**

(a) **Subtenant's General Indemnity of Sublandlord.** Subtenant agrees to defend, indemnify, and hold harmless Sublandlord and its agents and employees, from and against any and all liability, losses, suits, claims, demands, and actions for personal injury, including, but not limited to, death and property damage, and all costs and expenses associated therewith (including but not limited to reasonable attorneys' fees) for (i) injuries to any persons and damage to or theft, misappropriation, or loss of property occurring in the Premises, (ii) any breach, violation, or non-performance of any obligation of Subtenant hereunder; provided, however, that Subtenant shall not indemnify Sublandlord or its agents or employees, from or in respect of any claim or matter which results from the (A) gross negligence or willful act or omission of Sublandlord or any of its agents or employees, or (B) breach or default by Sublandlord in the performance of its obligations under this Sublease.

(b) **Sublandlord's General Indemnity of Subtenant.** Sublandlord agrees to defend, indemnify and hold harmless Subtenant and its agents and employees, from and against any and all liability, losses, suits, claims, demands, and actions for personal injury, including, but not limited to, death and property damage, and all costs and expenses associated therewith (including but not limited to reasonable attorneys' fees), for any breach, violation, or non-performance of any obligation of Sublandlord hereunder; provided, however, that Sublandlord shall not indemnify Subtenant or its agents or employees from or in respect of any claim or matter which results from (A) the gross negligence or willful act or omission of Subtenant or its agents or employees (except if such persons are also agents or employees of Sublandlord), or (B) breach or default by Subtenant in the performance of its obligations under this Sublease.

7.2 **Subtenant's Insurance.** Subtenant, at Subtenant's expense, shall procure and maintain, during the Term of this Sublease, insurance against loss, theft, damage or destruction of any of Subtenant's personal property and equipment owned or leased by Subtenant which does not constitute a fixture in the Premises, and against any accident or injury arising out of the use, condition, operation, or maintenance of the Premises by Subtenant. Additionally, Subtenant shall, at its sole expense, maintain all necessary insurance realign to Tenant's employment of its employees and for its members, directors, officers, and other agents, and adequate insurance against claims for professional liability against Subtenant arising from Subtenant's provision of professional services in the Premises. Subtenant shall deliver to Sublandlord certificates for all insurance policies required to be maintained by Subtenant within twenty (20) days after Sublandlord's written request.

7.3 **Waiver of Subrogation.** Subtenant's insurance policies shall contain a waiver of subrogation rights by the insurer against Sublandlord and Master Landlord for loss, damage or injury to Subtenant's property caused or contributed to by act or omission of Sublandlord, Master Landlord, and their respective agents, employees, or invitees. Subtenant hereby releases Sublandlord and Master Landlord from and against any claim for such loss, damage or injury to Subtenant's property and agrees to indemnify and hold Sublandlord and Master Landlord harmless from all loss, damage, and expense, including court costs and reasonable attorney fees, resulting directly or indirectly from assertion of subrogation rights by Subtenant's insurer or insurers against Sublandlord or Master Landlord.

7.4 **Responsibility for Own Acts.** Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such party and its employees, agents, contractors, or subcontractors in the performance or omission of any act or responsibility of such party under this Sublease. In the event that a claim is made against more than one party, it is the intent of all parties to cooperate in the defense of the claim and to cause their insurers to do likewise. Each party shall, however, retain the right to take any and all actions it believes necessary to protect its own interests. The provisions of this Section 7.4 shall survive the termination or expiration of this Sublease.

7.5 **Casualty Event.** In the event of damage or destruction of the Premises through a casualty event (in each case, a "Casualty"), Subtenant shall give to Sublandlord prompt written notice thereof describing the nature and extent of such Casualty. If the Premises are completely destroyed as a result of such Casualty, or if the Premises are damaged to an extent that prevents the use thereof by Subtenant for the Authorized Use, then Subtenant may terminate this Sublease without penalty upon written notice of its election to do delivered to Sublandlord. If less than all of the Premises are damaged, and Subtenant is able to reasonably use the remaining portion thereof for the Authorized Use, then this Sublease will not be terminated, but the Rent payable by Subtenant hereunder shall be adjusted in proportion to the square footage of the Premises remaining suitable for the Authorized Use, and the parties shall execute an amendment to this Sublease reflecting such modified square footage and Rent. Notwithstanding the foregoing, if Master Landlord, under the terms of the Master Lease, as a result of such Casualty either terminates the Master Lease or elects to not terminate but to repair the damaged portion of the Building and/or Sublandlord Premises, the rights of Subtenant hereunder shall be fully subject to the actions and rights of Master Landlord under the Master Lease.

7.6 **Condemnation.** In the event the whole or a portion of the Premises or Building is taken as a result of the exercise of the power of eminent domain or condemnation for public or quasi-public use or sale, then if the Master Lease terminates pursuant to the terms thereof applicable to such taking, this Sublease shall likewise terminate; and if the Master Lease does not terminate, this Sublease shall remain in full force and effect, except that the Rent payable hereunder shall be adjusted according to the reduced square footage of the Premises available for Subtenant's Authorized Use, and the parties shall execute an amendment to this Sublease reflecting such modified square footage and Rent.

ARTICLE VIII. COMPLIANCE REQUIREMENTS

8.1 **Compliance Requirements.** Sublandlord and Subtenant acknowledge and agree to comply with the Compliance Requirements set forth below.

(a) **Excluded Provider.** Each party represents and warrants that neither such party nor any owner of such party is, or at any time has been, excluded from participation in any federally funded health care program, including Medicare and Medicaid. Each party hereby agrees to notify the other immediately of any threatened, proposed, or actual exclusion of such party or any owner thereof from any federally funded health care program, including Medicare and Medicaid. In the event that either party or an owner of such party is excluded from participation in any federally funded health care program during the Term, or if at any time after the Effective Date of this Sublease it is determined that a party or an owner of such party is in breach of this Section, the other party hereto shall have the right, as of the effective date of such exclusion or breach, to automatically terminate this Sublease. Each of Sublandlord and Subtenant shall indemnify and hold harmless the other against all actions, claims, demands, and liabilities and against all loss, damage, costs, and expenses, including reasonable attorneys' fees, due to the exclusion of such party or any owner thereof from a federally funded health care program, including Medicare or Medicaid, or out of an actual or alleged injury to a person or to property as a result of the negligence, intentional act or omission, or criminal or fraudulent act of such party or any of its employees, subcontractors, or agents providing services in connection with such party's obligations under this Sublease.

(b) **Compliance with Medicare Anti-Kickback, Self-Referral and Anti-Rebate Laws.** To the extent the following is applicable, neither party shall engage in any activity prohibited by 42 U.S.C. §1395nn (42 Code of Federal Regulations, Part 411 (411.1 to 411.361)), 42 U.S.C. §1320a-7a and 42 U.S.C. Section 1320a-7b (42 Code of Federal Regulations, Part 1001 (1001.952(a) to 1001.1001)) or any other federal, state, or local law or regulation relating to the referral of patients, including, without limitation, anti-rebating and self-referral prohibitions and limitations, as those regulations now exist or as subsequently amended, renumbered, or revised, nor shall either party associate or engage in similar activities with respect to any third party payors, including, but not limited to, soliciting or receiving, directly or indirectly, any compensation, in cash or in kind, or offering to pay any compensation to a third person in exchange for referring an individual to a person for the furnishing of any item or service for which payment may be made in

whole or in part by Medicare or Medicaid or any other state or federally funded healthcare payment program.

(c) Record Keeping. If, and to the extent that, 42 USC § 1395x(v)(1)(I) is applicable, until the expiration of four (4) years after the termination or expiration of this Sublease, Sublandlord shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Sublease and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by Sublandlord under this Sublease. The provisions of this Section shall survive the termination or expiration of this Sublease.

(d) Confidentiality. The parties hereto shall hold in confidence the information contained in this Sublease and each of them hereby acknowledges and agrees that all information related to this Sublease, not otherwise known to the public, is confidential and proprietary and is not to be disclosed to third persons without the prior written consent of each of the parties except: (a) to the extent necessary to comply with any law, rule, or regulation or the valid order of any governmental agency or any court of competent jurisdiction; (b) as part of its normal reporting or review procedure, to its auditors, and to its attorneys; (c) to the extent necessary to obtain appropriate insurance, to its insurance agent; or (d) as necessary to enforce its rights and perform its agreements and obligations under this Sublease. Each party shall treat all non-public information obtained as part of this engagement as confidential and shall not, without written authorization from the other party, release or share such information with any third party, except as may be required by law. Each party agrees that, prior to reporting any actual or perceived violation of law to any governmental entity, even if required by law to do so, it will first discuss any potential legal or compliance matter with the other party and provide such other party with an opportunity to investigate and appropriately report any compliance matter brought to the other's attention by such party. The provisions of this Section shall survive the termination or expiration of this Sublease.

(e) Jeopardy. Notwithstanding anything to the contrary contained in this Sublease, in the event the performance by either party hereto of any term, covenant, condition, or provision of this Sublease jeopardizes the licensure of either party or an affiliate thereof, its participation in or the payment or reimbursement from, Medicare, Medicaid, or other reimbursement or payment programs, or its full accreditation by the Joint Commission, as applicable, or any other state or nationally recognized accreditation organization, or the tax-exempt status of such party or its affiliate, any of its property or financing (or the interest income thereon, as applicable), or will prevent or prohibit any physician, or any other health care professionals or their patients from utilizing either party or any of their respective services, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, such affected party may at its option (a) terminate this Sublease immediately; or (b) initiate negotiations to resolve the matter through amendments to this Sublease, and if the parties are unable to resolve the matter within thirty (30) days thereafter, terminate this Sublease immediately.

(f) Health Care Regulatory Requirements. The parties agree that (a) the Premises do not exceed that which are reasonable and necessary for Subtenant's legitimate business purpose and are used exclusively by Subtenant during the Term; (b) the rental charges over the Term are set in advance, are consistent with fair market value, and are not determined in a manner that takes into account the volume or value of any referrals or other business generated between the parties; and (c) this arrangement would be commercially reasonable even if no referrals were made between the parties. Nothing in this Sublease, whether written or oral, nor any consideration in connection herewith requires the referral of any patient. This Sublease is not intended to influence the judgment of Subtenant in choosing the medical facility appropriate for the proper treatment of patients. Subtenant shall not receive any compensation or remuneration in exchange for referrals. The parties hereto support a patient's right to select the medical facility of his or her choice. The parties specifically do not intend to violate the federal (or any state's versions of the) Stark Law and Anti-Kickback Statute and intend to meet the requirements of the Lease Exception set forth at 42 CFR 411.357(a), and to the extent possible, of the Lease Safe Harbor set forth at 42 CFR 1001.952(b).

(g) No Referral Obligation. To the extent applicable, nothing in this Sublease shall be construed to require Sublandlord to refer patients to Subtenant or to require Subtenant to refer patients to Sublandlord.

(h) Financial Relationship. Each party certifies that, as of the Effective Date of this Sublease, no member of the immediate family of any principal, including a shareholder, of such party has entered into a financial relationship, including an employment relationship, with the other party or any affiliate thereof related to the provision of designated health services as defined in Section 1877 of the Social Security Act or that, if such relationship exists, it has been disclosed to and approved by the other party. Each party agrees to give the other five (5) business days written notice in the event such a relationship is created during the Term of this Sublease. For purposes of this paragraph, "immediate family" is defined to mean spouse; natural or adoptive parent, child or sibling; stepparent, stepchild, stepbrother, stepsister; father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law; grandparent, grandchild and spouse of a grandparent or grandchild.

(i) Compliance with Laws. Each party warrants that any use of the Premises and any services to be provided hereunder, whether by either party directly or by an approved subtenant, shall fully comply with all applicable federal, state, and local statutes, laws, rules, and regulations now in effect or hereafter enacted or passed during the Term, and that it shall be deemed a material default of this Sublease if either party shall fail to observe this requirement. If such a breach is not cured in accordance with this Sublease, the other party may terminate this Sublease without penalty and without limiting any other rights and remedies set forth in this Sublease. Specifically, but not by way of limitation, each party warrants that any use of the Premises and any service to be provided hereunder shall comply with all applicable statutes, laws, rules, regulations, and accreditation standards and requirements of Medicare or Medicaid or other federal or state health programs, The Joint Commission, as applicable, HIPAA, HITECH, the National Committee for Quality Assurance, as applicable, and updates to incorporate any changes to such statutes, laws, rules, regulations, standards, and requirements.

**ARTICLE IX.
DEFAULT, TERMINATION AND SURRENDER**

9.1 Subtenant Default and Termination.

(a) Termination upon Default by Subtenant; Sublandlord Reentry. Subtenant shall be in default of Subtenant's obligations under this Sublease, and Sublandlord shall have the right, at Sublandlord's option, to terminate this Sublease, or retake possession of the Premises without terminating this Sublease, in the event that any of the following occur (each, an "Event of Default"):

(i) Subtenant fails to pay any regularly scheduled undisputed monthly payment of Rent when due; or

(ii) Subtenant fails to pay any non-regularly scheduled undisputed monthly payment of Rent when due and such failure continues without cure for ten (10) days after receipt by Subtenant of written notice from Sublandlord setting forth the payment default; or

(iii) Subtenant fails in the performance of any material covenant, agreement, obligation, or condition in this Sublease and such failure continues without cure for twenty (20) days after receipt by Subtenant of written notice from Sublandlord setting forth the nature of default, or if the nature of the default is such that it cannot reasonably be cured within twenty (20) days, if Subtenant fails to take prompt and diligent steps to begin to cure the default within such twenty (20) days or fails to prosecute such steps with reasonable diligence to completion; or

(iv) Subtenant's abandonment of the Premises for a period of ten (10) or more consecutive days; or

(v) Subtenant files bankruptcy or has an involuntary bankruptcy proceeding initiated against it, makes an assignment for the benefit of creditors, or otherwise seeks protection under state or federal debtor relief laws; or

(vi) Subtenant fails to comply with any of the terms of the Master Lease.

Upon any termination of this Sublease due to an Event of Default, Subtenant shall quit and surrender the Premises to Sublandlord. Whether or not Sublandlord elects to terminate this Sublease, Sublandlord may thereafter reenter the Premises and remove all persons and property therefrom by any suitable action or proceedings at law or in equity or by force or otherwise without being liable for prosecution or in damages therefor and repossess and enjoy the Premises together with all additions, alterations, and improvements; provided, however, Subtenant may elect to remove from the Premises all personal property, equipment, furniture and fixtures.

(b) Re-letting; Subtenant's Liability. Upon reentry by Sublandlord following an Event of Default, Sublandlord shall use commercially reasonable efforts to repair, alter, remodel, and/or change the character of the Premises as Sublandlord may see fit and/or may, at Sublandlord's sole option, re-let the Premises in whole or in part for all or any part of the unexpired Term of this Sublease. Sublandlord may receive its rents therefor, applying the same first to the payment of such commercially reasonable expenses as Sublandlord may have incurred in entering, dispossessing, re-letting, repairing, or altering the Premises, and then to the fulfillment of the covenants of Subtenant herein, including, but not limited to, Rent then due under this Sublease, retaining any balance until the date the Term hereof would otherwise have expired as security for the payment of all obligations of Subtenant which may arise and be unpaid during such period. If Sublandlord, after such reentry, shall be unable to obtain sufficient rent from the Premises to pay the amount of the expenses, in addition to the payment of the Rent then due under this Sublease and fulfillment of covenants of Subtenant herein, Subtenant shall pay to Sublandlord at the end of each month during the remainder of the Term the difference between the rent actually received by Sublandlord, if any, and the sum of the Rent reserved hereunder and Sublandlord's commercially reasonable expenses incurred as a direct result of Subtenant's failure to fulfill the covenants of Subtenant hereunder.

(c) Other Remedies. Upon any Event of Default which is not cured within the applicable notice and cure period, Sublandlord may, but shall not be obligated to, perform any obligation of Subtenant under this Sublease; and, if Sublandlord so elects, all commercially reasonable costs and expenses paid by Sublandlord in performing such obligation within ten (10) days following written demand. Any and all remedies set forth in this Sublease: (i) shall be in addition to any and all other remedies Sublandlord may have at law or in equity, except for the right to seek consequential or punitive damages which is hereby waived by Sublandlord, (ii) shall be in addition to any amounts, which Subtenant will pay to Sublandlord immediately upon written demand, paid by Sublandlord to Master Landlord under the Master Lease as a proximate result of such Event of Default by Subtenant hereunder, (iii) shall be cumulative, and (iv) may be pursued successively or concurrently as Sublandlord may elect. The exercise of any remedy by Sublandlord shall not be deemed an election of remedies or preclude Sublandlord from exercising any other remedies in the future.

(d) Holding Over. If Subtenant retains possession of the Premises after the Expiration Date, Subtenant shall pay Base Rent during such holding over at one hundred fifty percent (150%) of the Base Rent in effect immediately preceding such holding over for the first month of holdover, and at two hundred percent (200%) of Base Rent in effect immediately preceding such holding over for every month of holdover thereafter, computed on a monthly basis for each month or prorated for each partial month that Subtenant remains in possession. The provisions of this Section do not waive Sublandlord's right of re-entry or right to regain possession by actions at law or in equity or any other rights hereunder, and any receipt of payment by Sublandlord shall not be deemed a consent by Sublandlord to Subtenant's remaining in possession or be construed as creating or renewing any lease or right of tenancy between Sublandlord and Subtenant. If Subtenant shall default in so surrendering the Premises, Subtenant's occupancy subsequent to such expiration or termination shall be deemed to be that of a tenant at will,

and shall be subject to all the terms, covenants, and conditions of this Sublease, and no extension or renewal of this Sublease shall be deemed to have occurred by such holding over. Notwithstanding anything contained in this Sublease to the contrary, in the event any applicable federal, state, or local law, code, or regulation, including, without limitation, applicable healthcare laws, codes, or regulations, or any provision of the Master Lease, limit the period of any such holdover, Sublandlord and Subtenant shall comply therewith. Without limiting the foregoing, Subtenant shall indemnify, defend, and hold harmless Sublandlord for any damages or claims suffered or incurred by Sublandlord under the Master Lease as a result of any such holdover by Subtenant.

Notwithstanding the foregoing, if an Event of Default occurs pursuant to which Sublandlord enters and retakes possession of the Premises, and any health information described in Section 5.3 above or Individually Identified Health Information (“PHI”), as defined pursuant to 45 CFR 160.103, is on the Premises at the time of such entry and retaking, Sublandlord shall promptly relinquish possession of all such PHI or other health information to Subtenant or Subtenant’s legal representative, and hereby relinquishes all claims to such PHI.

9.2 **Surrender.** Subtenant shall surrender the Premises to Sublandlord at the expiration of the Term or earlier termination of this Sublease in good condition, except for ordinary wear and tear and damage by fire or other Casualty.

9.3 **Sublandlord Default.** In addition to any remedies Subtenant may expressly have pursuant to the terms and conditions of this Sublease, if Sublandlord shall fail to perform any covenant, term or condition of this Sublease upon Sublandlord’s part to be performed, and such failure is not corrected within thirty (30) days of delivery of written notice thereof by Subtenant (or if the nature of the default is such that it cannot reasonably be cured within thirty (30) days, if Sublandlord fails to take prompt and diligent steps to begin to cure the default within such thirty (30) days or fails to prosecute such steps with reasonable diligence to completion), Subtenant may: (i) bring a suit for specific performance and/or damages; and/or (ii) to the extent applicable, perform any such covenant, term, or condition to be performed under this Sublease by Sublandlord, in which case Sublandlord shall reimburse Subtenant the reasonable cost of such activities and related damages actually incurred by Subtenant as a result thereof within thirty (30) days following receipt of a request for reimbursement from Subtenant (provided, however, that Sublandlord shall have no obligation to Subtenant with respect to any obligations of Master Landlord under the Master Lease); and/or (iii) pursue any remedy available to Subtenant under this Sublease; and/or (iv) pursue any other remedy available to Subtenant at law or in equity. The rights of Subtenant under this Section 9.3 shall be cumulative, and Subtenant may pursue any one or more of the remedies listed in (i) through (iv) above. If Sublandlord fails to timely pay any valid request for reimbursement to Subtenant, then Subtenant may thereafter offset such amounts with interest accruing at 10% per annum against next accruing monthly installments of Rent until paid in full.

**ARTICLE X.
MISCELLANEOUS**

10.1 **Non-Waiver.** Sublandlord shall not by receiving partial payments of Rent in arrears be deemed to have waived any rights herein for non-payment of Rent or for any other

default on the part of Subtenant. No waiver or failure to enforce any of the provisions, terms, conditions, or obligations herein or failure to declare a default hereunder by either party shall be construed as a waiver of any subsequent breach of such provisions, term, condition, or obligation, or of any other provision, term, condition, or obligation hereunder, whether the same or different in nature. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. In addition to all of the remedies granted to the parties herein, each party shall also have the right to invoke any remedy available at law or in equity to enforce its rights hereunder, except for the right to seek consequential or punitive damages, which each party hereby waives, as if any remedies were not herein provided for.

10.2 **Time of Essence.** Time is of the essence hereunder.

10.3 **Assignment and Subletting.** Subtenant shall not, directly or indirectly, voluntarily or by operation of law, sell, assign, or otherwise transfer all or any part of its interest in or rights with respect to the Premises or its leasehold estate (collectively, "Assignment") without Sublandlord's prior written consent. Subtenant shall not permit all or any portion of the Premises to be occupied by anyone other than itself, or sublet all or any portion of the Premises without Sublandlord's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. No assignment, sublease, or other transfer by Subtenant shall release Subtenant from its obligations hereunder, and Subtenant shall remain fully liable therefor.

10.4 **Other Charges.** All charges against Subtenant by Sublandlord accruing under this Sublease shall be treated as Rent due under this Sublease and shall be payable at the time and in the manner specified in this Sublease or in any notice from Sublandlord to Subtenant.

10.5 **Notices.** All notices herein provided for shall be in writing and shall be deemed given when sent by registered or certified mail, postage prepaid, return receipt requested, and deposited in the mail address or by national next business day delivery service (e.g., Federal Express) (a) to Sublandlord at the location set forth below, or (b) to Subtenant at the address of the Premises.

If to Sublandlord: DMG REAL ESTATE, LLC

Attn: _____
Email: _____

Either party may change its address for purpose of notice, by written notice given in like manner as herein provided.

10.6 **Exhibits.** All exhibits and addenda attached hereto are hereby incorporated into this Sublease and shall be a part hereof whether or not they are specifically referred to herein.

10.7 **Entire Agreement.** This Sublease contains the entire agreement between the parties with respect to the subject matter herein and all prior written and verbal understandings and agreements are merged herein, and this Sublease may not be altered, changed, or amended, except by an instrument in writing, signed by both parties hereto.

10.8 **Successors Bound.** The covenants, conditions, and agreements contained in this Sublease shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

10.9 **Covenant of Quiet Possession.** Subtenant shall peacefully and quietly hold and enjoy the Premises without hindrance or interruption by Sublandlord or any other person or persons lawfully or equitably claiming by, though, or under Sublandlord, for the Term of this Sublease and any extensions thereof, subject to the terms of this Sublease.

10.10 **Partial Invalidity.** In the event that any provision or part of a provision of this Sublease is held invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provision of this Sublease, unless such invalidity or unenforceability would defeat an essential business purpose of this Sublease.

10.11 **Captions; Construction.** The captions in this Sublease are for convenience only and are not intended to limit or amplify the terms and provisions of this Sublease. Whenever the context admits or requires, words in the singular may be regarded as in the plural and vice versa and personal pronouns may be read as masculine, feminine, or neuter.

10.12 **Commissions, Fees.** Sublandlord and Subtenant represent and warrant to each other that this Sublease has been procured and all negotiations leading to the execution and delivery of this Sublease have been carried out without the intervention of any broker or third party, and without incurring any liability for brokerage fees, commissions, or a "finder's fee," and each party agrees to indemnify, defend, and hold the other harmless from and against any assertion by any third party to such brokerage, commission, and finder's fee.

10.13 **Survival.** Whether specifically identified or not, the obligations of the parties under this Sublease which by their nature or content would continue beyond the expiration or termination of this Sublease shall survive any such expiration or termination and shall remain in effect and binding upon the parties until they have fulfilled all of their obligations hereunder and the statute of limitations shall not commence to run until the time such obligations have been fulfilled.

10.14 **Governing Law.** This Sublease shall be governed by the laws of the State of Illinois applicable to agreements made and to be performed wholly within the State of Illinois, irrespective of such state's choice of law principles.

10.15 **Estoppel Certificate.** Each party (in each case, the "Estopping Party") agrees, upon written notice by the other (the "Requesting Party"), to execute, acknowledge, and deliver to the Requesting Party a statement in writing addressed to the Requesting Party or other party designated by the Requesting Party certifying that this Sublease is 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), stating the actual commencement and expiration dates of this Sublease, stating the dates to which rent and other charges, if any, have been paid, and stating whether or not the signor is aware of any default by either party under this Lease, without inquiry or investigation. The Estopping Party shall deliver the statement to the Requesting Party within such fifteen (15)

business days of written request of the estoppel by the Requesting Party. Additionally, Subtenant agrees to provide such a statement at the request of Master Landlord to Subtenant, and to cooperate with Sublandlord to facilitate the provision of such a certificate by Sublandlord to Master Landlord in accordance with the requirements of the Master Lease.

10.16 **Subordination**. This Sublease is and shall be expressly and automatically subject and subordinate at all times now or hereafter to the Master Lease, and to the lien of any present or future mortgage or deed of trust encumbering fee title to the Building and/or the leasehold estate under the Master Lease.

10.17 **Amendments**. This Sublease may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by each of the parties.

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

10.19 **Sublease Subject to Master Lease**. This Sublease is and shall be throughout the term fully subject to the terms and provisions of the Master Lease. In the event of any conflict between the terms of this Sublease and the terms of the Master Lease, the terms of the Master Lease shall prevail.

[Signatures begin on next page]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Medical Office Sublease to be executed to be effective as of the Effective Date.

SUBTENANT:

CHICAGO PROSTATE CANCER
SURGERY CENTER, LLC,
an Illinois limited liability company

By: 

Name: Michael Kasper
Title: Chief Executive Officer

SUBLANDLORD:

DMG REAL ESTATE, LLC,
an Illinois limited liability company

By: 

Name: Michael Kasper
Title: Chief Executive Officer

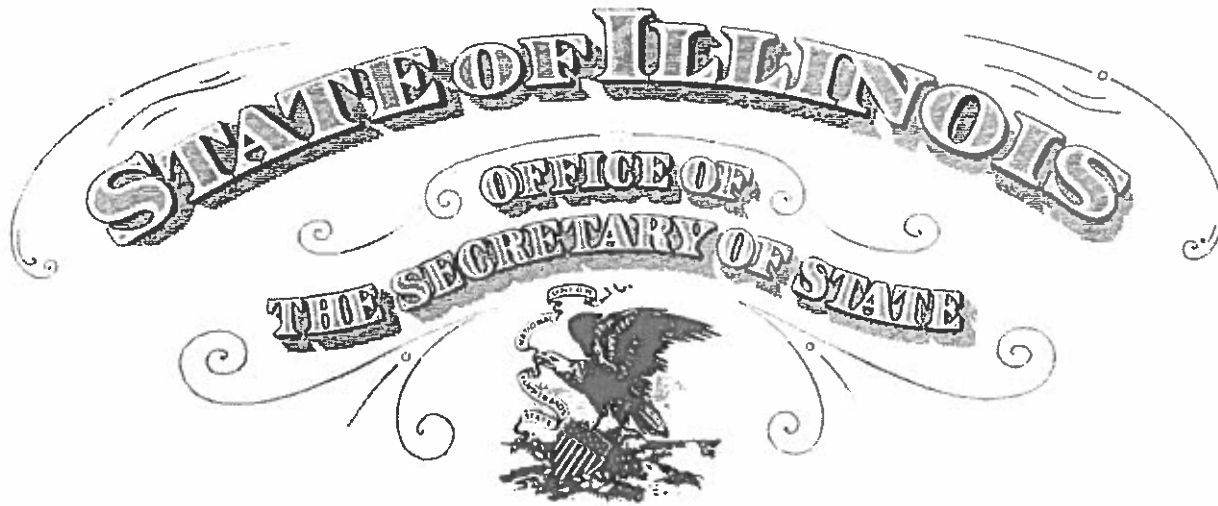
Exhibit A

Premises

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

The Illinois Certificate of Good Standing for Chicago Prostate Cancer Surgery Center, LLC is attached at Attachment – 3.

DuPage Medical Group, Ltd. has 100% ownership in Chicago Prostate Cancer Surgery Center, LLC.



To all to whom these Presents Shall Come, Greeting:

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

CHICAGO PROSTATE CANCER SURGERY CENTER LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON MARCH 03, 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 DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 7TH day of DECEMBER A.D. 2018 .



Authentication #: 1834102200 verifiable until 12/07/2019
Authenticate at: <http://www.cyberdriveillinois.com>

Jesse White

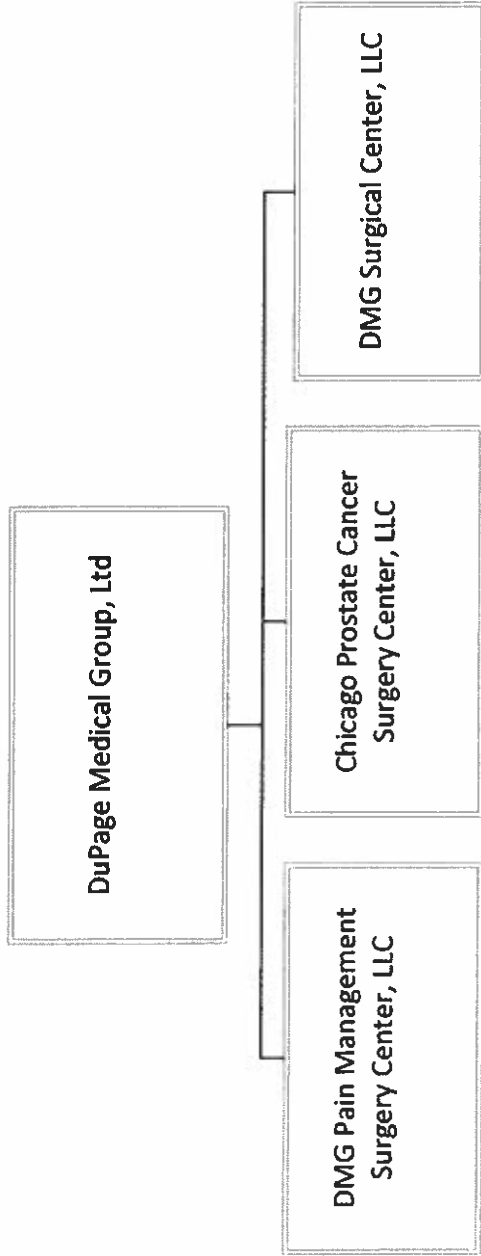
SECRETARY OF STATE

Section I, Identification, General Information, and Certification

Organizational Relationships

The organizational chart for Chicago Prostate Cancer Surgery Center, LLC. Is attached at Attachment – 4.

Organizational Chart



Section I, Identification, General Information, and Certification
Flood Plain Requirements

The site of the Surgery Center complies with the requirements of Illinois Executive Order #2006-5. The Surgery Center is located at 815 Pasquinelli Drive, Westmont, Illinois 60559. As shown in the documentation from the FEMA Flood Map Service Center attached at Attachment - 5. The interactive map for Panel 17043C0903H reveals that this area is not included in a flood plain.

Section I, Identification, General Information, and Certification
Historic Resources Preservation Act Requirements

The Historic Preservation Act determination from the Illinois Historic Preservation Agency is attached at Attachment – 6.



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271

www.dnr.illinois.gov

Mailing Address: 1 Old State Capitol Plaza, Springfield, IL 62701

JB Pritzker, Governor

Colleen Callahan, Director

FAX (217) 524-7525

DuPage County

Westmont

CON - Rehabilitation of Operating Rooms, Chicago Prostate Cancer Surgery Center

815 Pasquinelli Dr.

SHPO Log #006022719

April 2, 2019

Anne Cooper

Polsinelli

150 N. Riverside Plaza, Suite 3000

Chicago, IL 60606-1599

Dear Ms. Cooper:

This letter is to inform you that we have reviewed the information provided concerning the referenced project.

Our review of the records indicates that no historic, architectural or archaeological sites exist within the project area.

Please retain this letter in your files as evidence of compliance with Section 4 of the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420/1 et. seq.). This clearance remains in effect for two years from date of issuance. It does not pertain to any discovery during construction, nor is it a clearance for purposes of the Illinois Human Skeletal Remains Protection Act (20 ILCS 3440).

If you have any further questions, please call 217/782-4836.

Sincerely,

Robert F. Appleman
Deputy State Historic
Preservation Officer

Section I, Identification, General Information, and Certification
Project Costs and Sources of Funds

Table 1120.110	
Use of Funds	Cost
Modernization Contracts	\$2,303,650
Architectural/Engineering Fees	\$218,847
Consulting and Other Fees	
Interior Design	\$25,000
Information Technology	\$25,000
Total Consulting and Other Fees	\$50,000
Movable or Other Equipment (not in construction contracts)	
Clinical Equipment	
Operating Room Lights	\$161,377
Anesthesia Equipment	\$127,186
Monitors	\$19,640
OR HUB Scopes	\$353,634
Warming Cabinet	\$6,174
Cell Saver	\$19,642
Tourniquet Unit	\$7,275
Bair Hugger Patient Warming	\$2,910
SCD Compression	\$36,374
Miscellaneous Equipment	\$73,091
Total Clinical Equipment	\$807,303
Non-Clinical Equipment	
IT Installation	\$195,735
Sterile Processing Equipment	\$1,170,921
Total Non-Clinical Equipment	\$1,366,656
Total Moveable or Other Equipment	\$2,173,959
Other Costs To Be Capitalized ¹	\$504,513
Total Project Costs	\$5,250,969

¹ Net book value of equipment to be transferred from DMG Surgical Center

Section I, Identification, General Information, and Certification
Cost Space Requirements

In order to expand surgical specialties, the Surgery Center will refurbish its existing clinical space and associated non-clinical support space as well as acquire medical equipment necessary for those specialties. The number of operating rooms will remain the same (two).

Cost Space Table							
Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
CLINICAL							
ASTC	\$2,500,789	6,746			3,643	3,103	
Total Clinical	\$2,500,789	6,746			3,643	3,103	
NON CLINICAL							
Administrative/ Other	\$2,750,180	4,459			3,255	1,204	
Total Non-clinical	\$2,750,180	4,459			3,255	1,204	
TOTAL	\$5,250,969	11,205			6,898	4,307	

Section III, Project Purpose, Background and Alternatives – Information Requirements
Criterion 1110.230, Project Purpose, Background and Alternatives

Background of the Applicant

A list of health care facilities owned and operated by DuPage Medical Group, Ltd. as well as copies of licenses and accreditation are attached at Attachment 11-A.

A letter from Michael A. Kasper certifying no adverse action has been taken against any facility owned and/or operated by the Applicants during the three years prior to filing this application is attached at Attachment 11-B.

An authorization permitting HFSRB and the Illinois Department of Public Health ("IDPH") access to any documents necessary to verify information submitted, including, but not limited to: official records of IDPH or other State agencies; and the records of nationally recognized accreditation organizations is attached at Attachment – 11B.

The Applicant has not previously submitted an application for permit during this calendar year. Accordingly, this criterion is not applicable.

Name	Ownership	Address	City	County	State	Zip	IDPH License Number	Medicare Provider Number	Accreditation Number
Chicago Prostate Surgery Center, LLC	Brian J. Moran, M.D.	815 Pasquinelli Drive	Westmont	DuPage	IL	60559	7003098	14C0001126	TJC 293933
DMG Pain Management Surgery Center, LLC	DuPage Medical Group, Ltd.	2940 Rollingridge Rd, Ste 200	Naperville	Will	IL	60564	7003162	271322187	AAAH 95139
DMG Surgical Center, LLC	DuPage Medical Group, Ltd.	2725 S Technology Drive	Lombard	Du Page	IL	60148	7003023	212950	AAAH 68951

← DISPLAY THIS PART IN A CONSPICUOUS PLACE

Illinois Department of PUBLIC HEALTH



HF115905

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.

Nirav D. Shah, M.D., J.D.
Director

Issued under the authority of
the Illinois Department of
Public Health

7/16/2019	7003098
Ambulatory Surgery Treatment Center	
Effective: 07/17/2018	

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

Exp. Date 7/16/2019
Lic Number 7003098
Date Printed 5/16/2018
Validation Num 31214

Chicago Prostate Cancer Surgery Cen
815 Pasquinelli Drive
Westmont, IL 60559

The face of this license has a colored background. Printed by Authority of the State of Illinois • PO. #48240 5M 5/16

FEE RECEIPT NO.



**Illinois Department of
PUBLIC HEALTH**

HF116072

← DISPLAY THIS PART IN A
CONSPICUOUS PLACE

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.

Nirav D. Shah, M.D., J.D.
Director

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
9/6/2019		7003162
Ambulatory Surgery Treatment Center		
Effective: 09/07/2018		

Exp. Date 9/6/2019

Lic Number 7003162

Date Printed 6/13/2018

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

DMG Pain Management Surgery Cent
2940 Rollingridge Suite 200
Naperville, IL 60564

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #48240 5M 5/16

FEE RECEIPT NO.



ACCREDITATION ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

ACCREDITATION NOTIFICATION

January 7, 2019

Organization #	95139	Program Type	Ambulatory Surgery Center
Decision Recipient	Mrs. Kristina Sharkey	CCN	14C0001149
Organization Name	DMG Pain Management Surgery Center		
Address	2940 Rollingridge Road, Suite 200		
City State Zip	Naperville	IL	60564-4226

Dear DMG Pain Management Surgery Center,

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

Survey Date	10/23/2018-10/24/2018	Deficiency Level	Condition
Type of Survey	Re-accreditation/Medicare Deemed Status	Condition-level CFR citation(s)	416.44 Environment
Acceptable PoC Received	12/1/2018	Correction Method	Document Review, Self Attestation, Plan of Action, Follow up Survey

Survey Date	1/23/2019	Deficiency Level	None
Type of Survey	Medicare Follow-up		

Congratulations!

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

Accreditation Type	Full Accreditation	Recommend Medicare Deemed Status	Yes
Accreditation Term Begins	11/23/2018	Accreditation Term Expires	11/22/2021

Special CC: CMS CO - Baltimore
CMS RO V - Chicago

Accreditation Renewal Code: 470DF82495139

QI Study Code: 95139FREEIQI

Next Steps

1. Leadership and staff of your ASC should take time to thoroughly review your Survey Report and Plan of Correction (PoC).
 - Subsequent surveys by AAAHC will seek evidence that deficiencies from this survey were addressed within the timeframes of your PoC.
 - The Summary Table provides an overview of compliance for each chapter applicable to your organization.
2. AAAHC requires **notification of any changes** within your organization in accordance with policies and procedures in the front section of the *Accreditation Handbook*. Visit the AAAHC website "I want to" section and select "Notify AAAHC of a change in my organization" and follow instructions.
3. AAAHC Standards, policies and procedures are reviewed and revised on an ongoing basis. You are invited to participate in the review through the periodic public comment process. Your organization will be notified when the proposed changes are available for review. You may also check the AAAHC website for details.
4. Accredited ASCs are required to maintain operations in compliance with the current AAAHC policies and Standards, which include the CMS Conditions for Coverage. Updates are published in the *AAAHC Handbooks*. Any mid-year updates are announced and posted to the AAAHC website, www.aaahc.org.
5. In order to ensure uninterrupted accreditation, your ASC should submit the *Application for Survey* approximately five months prior to the expiration of your term of accreditation. In states for which accreditation is mandated by law, the *Application* should be submitted six months in advance to ensure adequate time for review and scheduling the survey.

NOTE: You will need the Accreditation Renewal Code found above to submit your renewal application.

Additional Information

The complimentary AAAHC Institute QI study participation code on the first page of this document may be used to register for one six-month, AAAHC Institute for Quality Improvement benchmarking study. Please visit www.aaahc.org/institute for more information.

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

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



**Illinois Department of
PUBLIC HEALTH**

HF 116455

LICENSE PERMIT CERTIFICATION REGISTRATION

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

Nirav D. Shah, M.D., J.D.

Director

Issued under the authority of
the Illinois Department of
Public Health

EXPIRES	EXPIRES	ISSUANCE
9/9/2019		7003023
Ambulatory Surgery Treatment Center		
Effective: 09/10/2018		

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

The face of this license has not been returned. Printed by Authority of the State of Illinois • P.O. 582726 SMI 0718

→ DISPLAY THIS PART IN A
CONSPICUOUS PLACE

Exp. Date 9/9/2019

Lic Number 7003023

Date Printed 8/14/2018

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

FEE RECEIPT NO.



ACCREDITATION NOTIFICATION

November 1, 2018

Organization #	68951		
Organization Name	DMG Surgical Center, LLC dba Surgical Center of DuPage Medical Group		
Address	2725 S Technology Drive		
City State Zip	Lombard	IL	60148-5675
Decision Recipient	Mr. Alex Andrade		
Survey Date	10/4/2018-10/5/2018	Type of Survey	Re-Accreditation
Accreditation Type	Full Accreditation		
Accreditation Term Begins	11/2/2018	Accreditation Term Expires	11/1/2021
Accreditation Renewal Code	EF42FCFC68951		
Complimentary AAAHC Institute study participation code	68951FREEIQI		

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

Next Steps

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

Organization # 68951

Organization: DMG Surgical Center, LLC dba Surgical Center of DuPage Medical Group

November 1, 2018

Page 2

4. In order to ensure uninterrupted accreditation, your organization should submit the *Application for Survey* approximately five months prior to the expiration of your term of accreditation. In states for which accreditation is mandated by law, the *Application* should be submitted six months in advance to ensure adequate time for scoping and scheduling the survey.

NOTE: You will need the Accreditation Renewal Code found in the table at the beginning of this document to submit your renewal application.

Additional Information

The complimentary AAAHC Institute study participation code on the first page of this document may be used to register for one six-month, AAAHC Institute for Quality Improvement benchmarking study. Please visit www.aaahc.org/institute for more information.

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

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

March 6, 2019

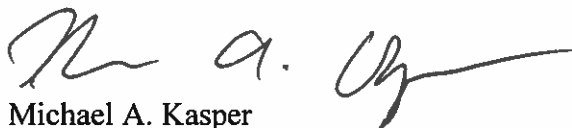
Richard Sewell
Vice Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Vice Chair Sewell:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 that no adverse action as defined in 77 Ill. Admin. Code § 1130.140 has been taken against any facility owned or operated by Chicago Prostate Cancer Surgery Center, LLC or DuPage Medical Group, Ltd. in the State of Illinois during the three year period prior to filing this application.


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

Sincerely,

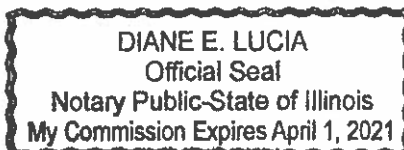

Michael A. Kasper

Chicago Prostate Cancer Surgery Center, LLC
DuPage Medical Group, Ltd.

Subscribed and sworn to me
This 2nd day of April, 2019



Notary Public



Section III, Project Purpose, Background and Alternatives – Information Requirements
Criterion 1110.230(b), Project Purpose, Background and Alternatives

Purpose of the Project

1. The primary purpose of this project is to increase utilization of the Surgery Center, which is currently underutilized, by adding five surgical specialties with an associated reduction of the high utilization at DuPage Medical Group's surgery center in Lombard (the "DMG Surgical Center"). The Surgery Center has averaged 590 surgical hours annually over the past three years (and most recently 573 surgical hours in 2018), which is below the State Board's target capacity for a surgery center with two operating rooms. At the same time, DMG Surgical Center has averaged 19,590 hours at its surgery center in Lombard, which is sufficient to justify 13 operating/procedure rooms. Specifically, in 2018, 25,424 surgical cases were performed in DMG Surgical Center's 11 rooms for a total of 22,535.70 surgical hours, which is sufficient to justify 15 operating/procedure rooms. As a result, of the high volumes, DMG operates significantly past typical hours of operation and also performs surgeries on Saturdays to accommodate patient demand. Further, 80 percent of block time requests are denied due to capacity issues. By expanding surgical services at the Surgery Center, the Applicants plan to refer approximately 2,473 cases that would normally be performed at its DMG Surgical Center to the Surgery Center. These projected cases amount to 2,945 surgical hours and would reduce high overutilization at the DMG Surgical Center, so it can operate at a more optimal level. At the same time, transfer of these cases will improve utilization at the Surgery Center, so it operates at or near the State Board's utilization target. At the same time, DMG Surgical Center will continue to operate at or above target utilization.

Area hospitals are not a feasible alternative as they are less efficient and a higher cost setting for patients and payors. Studies based on data from the National Survey of Ambulatory Surgery found the average time for ambulatory surgical visits for Medicare patients was 25 percent to 39 percent lower in ASTCs than in hospital outpatient departments (HOPDs).² Further, according to the March 2019 Medpac Report to Congress, Medicare payment rates for most ambulatory surgical procedures performed in HOPDs have become much higher than in surgery centers. In fact, for 2019, Medicare rates are 94% higher in HOPDs than surgery centers.³ Accordingly, the Surgery Center will provide a lower cost option to patients and payors.

2. Pursuant to Section 1100.510(d) of the State Board's rules, the intended GSA shall be a 10 mile radius from the proposed ASTC. The Surgery Center will serve Westmont and surrounding areas within a 10 mile radius of the surgery center. Travel times to and from the Surgery Center to the GSA borders are as follows:
 - East: Approximate 10 miles to Forestview
 - Southeast: Approximate 10 miles to Palos Hills
 - South: Approximate 10 miles to Lemont
 - Southwest: Approximate 10 miles to Bolingbrook
 - West: Approximate 10 miles to Warrenville
 - Northwest: Approximate 10 miles to Carol Stream
 - North: Approximate 10 miles to Wood Dale
 - Northeast: Approximate 10 miles to Oak Park

² Medicare Payment Advisory Commission, Report to the Congress: Medicare Payment Policy 130 (Mar. 15, 2019) available at http://www.medpac.gov/docs/default-source/reports/mar19_medpac_entirereport_sec.pdf?sfvrsn=0 (last visited Mar. 21, 2019).

³ *Id.* at 132.

Section III, Project Purpose, Background and Alternatives – Information Requirements
Criterion 1110.230(c), Project Purpose, Background and Alternatives

Alternatives

The Applicants explored several options prior to determining to add obstetrics/gynecology, orthopedic, pain management, podiatry and general surgery procedures to the Surgery Center. The options considered are as follows:

- Do nothing;
- Utilize existing facilities;
- Add obstetrics/gynecology, orthopedic, pain management, podiatry and general surgery procedures to the existing ASTC.

After exploring these options, which are discussed in more detail below, the Applicants decided to add obstetrics/gynecology, orthopedic, pain management, podiatry and general surgery procedures to the Surgery Center. A review of each of the options considered and the reasons they were rejected follows.

Do Nothing

The first alternative considered was to maintain the status quo, whereby the Applicants would continue to perform only urological surgical procedures at the Surgery Center. The addition of obstetrics/gynecology, orthopedic, pain management, podiatry and general surgery will increase utilization of this currently underutilized surgery center by adding five surgical specialties and reduce utilization at DuPage Medical Group's over-utilized surgery center in Lombard. The Surgery Center has averaged 590 surgical hours annually over the past three years (and most recently 573 surgical hours in 2018), which is below the State Board's target capacity for a surgery center with two operating rooms. At the same time, DMG Surgical Center has averaged 19,590 hours (and most recently 22,535.70 surgical hours in 2018), which is sufficient to justify 13 operating/procedure rooms. Specifically, in 2018, 25,424 surgical cases were performed at DMG Surgical Center for a total of 22,535.70 surgical hours, which is sufficient to justify 15 operating/procedure rooms. DMG Surgical Center utilizes 11 operating/procedure rooms. As a result, of the high volumes, DMG operates significantly past typical hours of operation and also performs surgeries on Saturdays to accommodate patient demand. Further, 80 percent of block time requests are denied due to capacity issues. By expanding surgical services at the Surgery Center, the Applicants plan to refer approximately 2,473 cases that would normally be performed at DMG Surgical Center to the expanded Surgery Center. These projected cases amount to 2,945 surgical hours and would reduce high overutilization at the DMG Surgical Center, so it can operate at a more optimal level. At the same time, transfer of these cases will improve utilization at the Surgery Center, so it operates at or near the State Board's utilization target. At the same time, DMG Surgical Center will continue to operate at or above target utilization.

This alternative would not address low utilization of the Surgery Center or overutilization at DMG Surgical Center. Accordingly, this alternative was rejected.

Utilize Other Health Care Facilities

Another alternative the Applicants considered was utilizing existing surgery centers to provide an option for obstetrics/gynecology, orthopedic, pain management, podiatry and general surgery. As previously stated, there are several surgery centers within the Surgery Center's geographic service area but less than one-third of those surgery centers provide these specialties. Further, the Surgery Center has capacity to accommodate a portion of the cases at the over utilized DMG Surgical Center.

Area hospitals are not a feasible alternative as they are less efficient and a higher cost setting for patients and payors. Studies based on data from the National Survey of Ambulatory Surgery found the average time for ambulatory surgical visits for Medicare patients was 25 percent to 39 percent lower in ASTCs

than in HOPDs.⁴ Further, according to the March 2019 Medpac Report to Congress, Medicare payment rates for most ambulatory surgical procedures performed in HOPDs have become much higher than in surgery centers. In fact, for 2019, Medicare rates are 94% higher in HOPDs than surgery centers.⁵

While this alternative would result in no cost to the Applicant (compared to the nominal cost of adding the service), it would not address underutilization at the Surgery Center or overutilization at DMG Surgical Center. Accordingly, this alternative was rejected.

Add Obstetrics/Gynecology, Orthopedic, Pain Management, Podiatry and General Surgery Procedures to the Existing ASTC

As more fully discussed above, the Surgical Center currently has capacity to accommodate additional surgical procedures. To increase utilization of this currently underutilized surgery center, the Applicants propose adding five surgical specialties, which will help reduce utilization at DuPage Medical Group's over-utilized surgery center in Lombard while at the same time increasing patient access to these specialties in DuPage County. The cases to be transferred will all be performed by DMG physicians and keeping these cases within the DMG system will allow for quality control, scheduling flexibility and continuity of care.

After weighing this option against others, it was determined that this alternative would provide the greatest benefit in terms of increased utilization and increased access to health care services.

The cost of this alternative is \$5,250,969.

⁴ Medicare Payment Advisory Commission, Report to the Congress: Medicare Payment Policy 130 (Mar. 15, 2019) available at http://www.medpac.gov/docs/default-source/reports/mar19_medpac_entirereport_sec.pdf?sfvrsn=0 (last visited Mar. 21, 2019).

⁵ *Id.* at 132.

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(a), Size of the Project

The Applicants propose to add five surgical specialties to an existing ASTC for which the square footage shall remain the same after project completion. Consistent with size norms, the Surgery Center consists of 6,746 clinical gross square feet, including two operating rooms, each approximately 500 gross square feet and associated Phase I and Phase II recovery areas, consisting of approximately 1,660 gross square feet. The non-clinical gross square feet is 4,459.

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(b), Project Services Utilization

The Surgery Center's annual utilization will increase to the State Board's target utilization. Importantly, this Surgery Center project will not add surgical capacity to the planning area, but will increase utilization of the Surgery Center by adding cases from an affiliated provider. The Applicants project that it will perform approximately 2,473 additional procedures (for a total of 3,046 procedures) in 2020 based on referrals from its affiliated medical group, DuPage Medical Group, Ltd. Additionally, utilization of DMG Surgical Center is expected to decrease by 2,473 procedures in 2020 after the surgical specialties are added at the Surgery Center. Based upon the current experience of the referring physicians, the estimated procedure time, including prep and cleanup, is approximately 1.2 hours, or a total of 3,535 surgical hours in the first year after project completion.

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(c), Unfinished or Shell Space

This project will not include unfinished space designed to meet an anticipated future demand for service. Accordingly, this criterion is not applicable.

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(d), Assurances

This project will not include unfinished space designed to meet an anticipated future demand for service. Accordingly, this criterion is not applicable.

Section V, Service Specific Review Criteria
Non-Hospital Based Ambulatory Surgery
Criterion 1110.235(c)(2)(B), Service to GSA Residents

1. Attached at Attachment – 24A is a map outlining the intended geographic service area ("GSA") for the Surgery Center. As set forth in Criterion 1110.230, the surgery center will serve patients residing in and around Westmont. Accordingly, the intended primary GSA consists of those areas within a 10 mile radius from the Surgery Center.

Pursuant to Section 1100.510(d) of the State Board's rules, geographic service area should be based upon the location of the applicant facility. The Surgery Center is located in DuPage County therefore the intended GSA is the radius of 10 miles from the Surgery Center. A list of all zip codes located, in whole or in part, within a 10 mile radius of the Surgery Center as well as the 2017 U.S. Census estimates for each zip code is provided in Table 1110.1540(b).

Table 1110.235(c)(7)(A)(i)		
Population of Zip Codes within		
10 Miles of Surgery Center		
Zip Code	City	Population
60101	Addison	39,405
60104	Bellwood	19,031
60126	Elmhurst	48,269
60106	Bensenville	20,300
60108	Bloomington	22,851
60130	Forest Park	14,127
60131	Franklin Park	18,070
60137	Glen Ellyn	38,280
60139	Glendale Heights	34,547
60141	Hines	209
60143	Itasca	10,623
60148	Lombard	52,516
60153	Maywood	23,981
60154	Westchester	16,750
60155	Broadview	7,892
60160	Melrose Park	25,559
60162	Hillside	8,159
60163	Berkeley	5,197
60164	Melrose Park	21,503
60165	Stone Park	4,949
60171	River Grove	10,232
60176	Schiller Park	11,779
60181	Villa Park	28,748
60187	Wheaton	29,454
60188	Carol Stream	42,876
60189	Wheaton	30,704

**Table 1110.235(c)(7)(A)(i)
Population of Zip Codes within
10 Miles of Surgery Center**

Zip Code	City	Population
60191	Wood Dale	14,365
60301	Oak Park	2,555
60302	Oak Park	32,096
60304	Oak Park	17,578
60305	River Forest	11,215
60402	Berwyn	63,963
60439	Lemont	23,700
60440	Bolingbrook	52,791
60453	Oak Lawn	56,754
60455	Bridgeview	16,552
60457	Hickory Hills	13,852
60458	Justice	15,139
60459	Burbank	29,040
60480	Willow Springs	5,210
60464	Palos Park	9,618
60465	Palos Hills	17,570
60501	Summit Argo	12,002
60513	Brookfield	18,955
60514	Clarendon Hills	10,061
60515	Downers Grove	28,323
60516	Downers Grove	29,006
60517	Woodridge	32,456
60521	Hinsdale	18,352
60523	Oak Brook	10,006
60525	La Grange	31,295
60526	La Grange Park	13,559
60527	Willowbrook	27,728
60532	Lisle	27,831
60534	Lyons	10,581
60540	Naperville	44,925
60546	Riverside	15,887
60558	Western Springs	13,187
60559	Westmont	24,901
60561	Darien	23,218
60563	Chicago	37,226
60565	Naperville	40,717
60638	Chicago	58,990
60644	Chicago	49,051

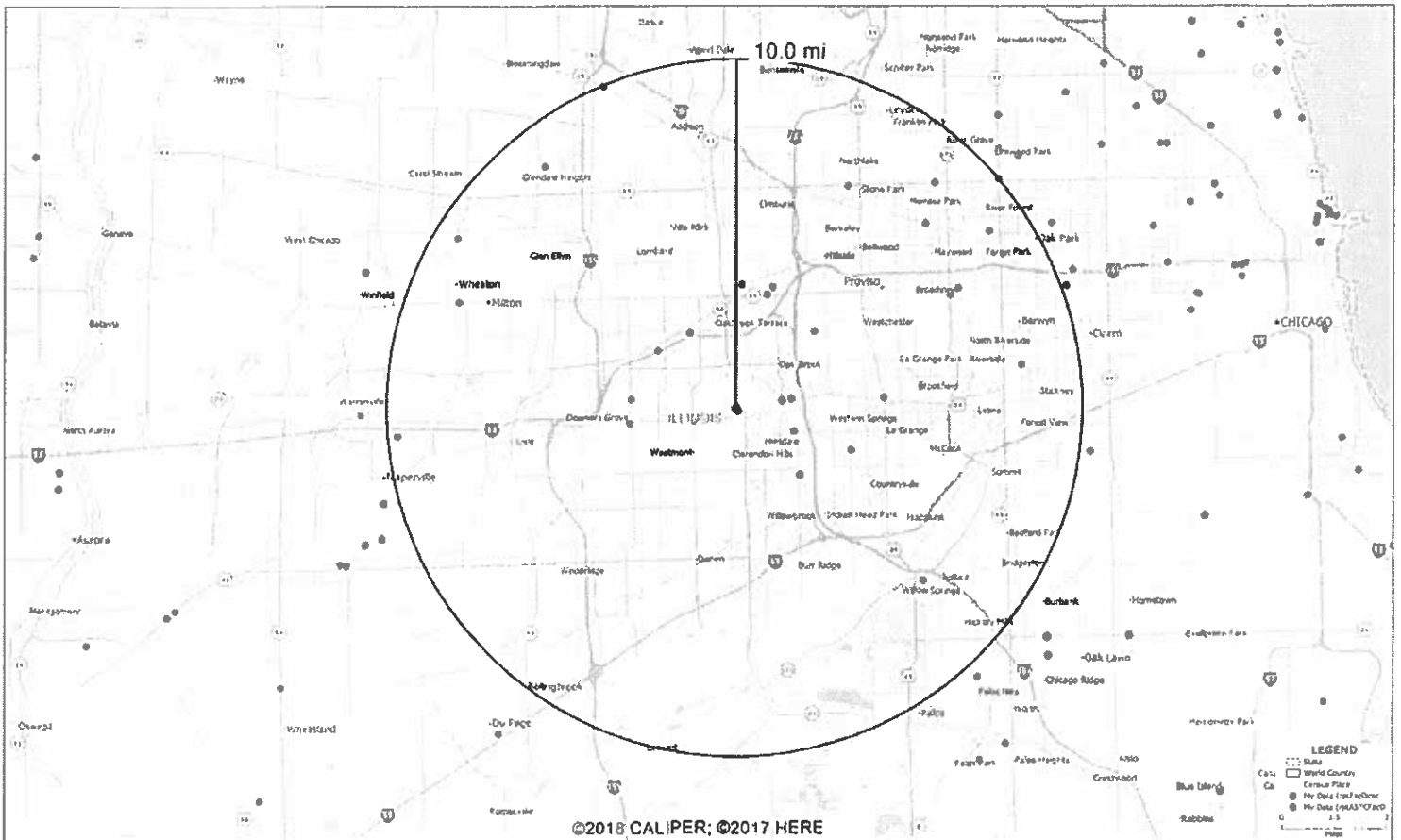
Table 1110.235(c)(7)(A)(i) Population of Zip Codes within 10 Miles of Surgery Center		
Zip Code	City	Population
60707	Elmwood Park	43,250
60804	Cicero	83,735
Total		1,673,251

Source: U.S. Census Bureau, American Factfinder, 2017 Demographic and Housing Estimates *available at* https://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml (last visited Mar. 20, 2019)

Pursuant to Section 1100.510 (d) of the State Board's rules, the intended GSA shall be a 10 mile radius from the proposed ASTC. As set forth throughout this application, the Surgery Center will primarily serve Westmont and surrounding areas within a 10 mile radius of the surgery center. The Surgery Center GSA borders are as follows:

- East: Approximate 10 mile radius to Forestview
- Southeast: Approximate 10 mile radius to Palos Hills
- South: Approximate 10 mile radius to Lemont
- Southwest: Approximate 10 mile radius time to Bolingbrook
- West: Approximate 10 mile radius to Warrenville
- Northwest: Approximate 10 mile radius to Carol Stream
- North: Approximate 10 mile radius to Wood Dale
- Northeast: Approximate 10 mile radius to Oak Park

2. As shown in the physician referral letter attached at Appendix – 1, 63% of admissions were residents of the geographic service area.



Section V, Service Specific Review Criteria
Non-Hospital Based Ambulatory Surgery
Criterion 1110.235(c)(3) – Service Demand-Additional ASTC Service

A physician referral letter providing the physician names and number of patients referred to health care facilities within the past 12 months and the projected number of referrals to the Chicago Prostate Cancer Surgery Center is attached at Appendix – 1.

Section V, Service Specific Review Criteria
Non-Hospital Based Ambulatory Surgery
Criterion 1110.235(c)(5) Treatment Room Need Assessment

1. Pursuant to Section 1100.640(c) of the State Board's rules, ASTCs should operate 1,500 hours per room per year (including setup and clean up time). The Surgery Center has two operating rooms with capacity for 3,000 hours per year. Historically, the Surgery Center has performed 590 surgical hours annually. The Applicants project 2,473 cases (or 2,945 surgical hours) will be transferred from the DMG Surgical Center to the Surgery Center in the first year after project completion, for a total of 3,535 surgical hours.

The Applicant estimates the average length of time per procedure will be 1.2 hours. This estimate includes 15 minutes for prep and cleanup.

V, Service Specific Review Criteria
Non-Hospital Based Ambulatory Surgery
Criterion 1110.235(c)(6), Service Accessibility

The addition of obstetrics/gynecology, orthopedic, pain management, podiatry and general surgery will increase utilization of this currently underutilized Surgery Center by adding five surgical specialties and reduce utilization at DuPage Medical Group's heavily utilized surgery center in Lombard which is less than five miles away. By expanding surgical services at the Surgery Center, DMG plans to refer approximately 2,473 cases that would normally be performed at DMG Surgical Center to the Surgery Center. These projected cases amount to 2,945 surgical hours and would reduce high utilization at the DMG Surgical Center, so it can operate at a more optimal level but still at or above the target utilization. At the same time, transfer of these cases will improve utilization at the Surgery Center, so it operates closer to the State Board's utilization standard set forth in Criterion 1110.230(b) of 1,500 surgical hours per operating/procedure room.

Also, the addition of these specialties at the Surgery Center will improve access to lower cost surgical services for patients in DuPage County.

**Section V, Service Specific Review Criteria
 Non-Hospital Based Ambulatory Surgery
 Criterion 1110.235(c)(7), Unnecessary Duplication/Maldistribution**

1. Unnecessary Duplication of Services

The Surgery Center will remain in its current location at 815 Pasquinelli Drive, Westmont, IL 60559. A map of the Surgery Center's market area is attached at Attachment- 24A. A list of all zip codes located, in or in part within 10 miles of the Surgery Center as well as the 2017 population estimates for each zip code is provided in Table 1110.235(c)(7)(A).

Table 1110.235(c)(7)(A)(i) Population of Zip Codes within 10 Miles of Surgery Center		
Zip Code	City	Population
60101	Addison	39,405
60104	Bellwood	19,031
60126	Elmhurst	48,269
60106	Bensenville	20,300
60108	Bloomington	22,851
60130	Forest Park	14,127
60131	Franklin Park	18,070
60137	Glen Ellyn	38,280
60139	Glendale Heights	34,547
60141	Hines	209
60143	Itasca	10,623
60148	Lombard	52,516
60153	Maywood	23,981
60154	Westchester	16,750
60155	Broadview	7,892
60160	Melrose Park	25,559
60162	Hillside	8,159
60163	Berkeley	5,197
60164	Melrose Park	21,503
60165	Stone Park	4,949
60171	River Grove	10,232
60176	Schiller Park	11,779
60181	Villa Park	28,748
60187	Wheaton	29,454
60188	Carol Stream	42,876
60189	Wheaton	30,704
60191	Wood Dale	14,365
60301	Oak Park	2,555

**Table 1110.235(c)(7)(A)(i)
Population of Zip Codes within
10 Miles of Surgery Center**

Zip Code	City	Population
60302	Oak Park	32,096
60304	Oak Park	17,578
60305	River Forest	11,215
60402	Berwyn	63,963
60439	Lemont	23,700
60440	Bolingbrook	52,791
60453	Oak Lawn	56,754
60455	Bridgeview	16,552
60457	Hickory Hills	13,852
60458	Justice	15,139
60459	Burbank	29,040
60480	Willow Springs	5,210
60464	Palos Park	9,618
60465	Palos Hills	17,570
60501	Summit Argo	12,002
60513	Brookfield	18,955
60514	Clarendon Hills	10,061
60515	Downers Grove	28,323
60516	Downers Grove	29,006
60517	Woodridge	32,456
60521	Hinsdale	18,352
60523	Oak Brook	10,006
60525	La Grange	31,295
60526	La Grange Park	13,559
60527	Willowbrook	27,728
60532	Lisle	27,831
60534	Lyons	10,581
60540	Naperville	44,925
60546	Riverside	15,887
60558	Western Springs	13,187
60559	Westmont	24,901
60561	Darien	23,218
60563	Chicago	37,226
60565	Naperville	40,717
60638	Chicago	58,990
60644	Chicago	49,051
60707	Elmwood Park	43,250
60804	Cicero	83,735

Table 1110.235(c)(7)(A)(i) Population of Zip Codes within 10 Miles of Surgery Center		
Zip Code	City	Population
Total		1,673,251

Source: U.S. Census Bureau, American Factfinder, 2017 Demographic and Housing Estimates *available at* https://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml (last visited Mar. 20, 2019)

A list of all existing and approved surgery centers located within the Surgery Center geographic service area are identified in the table below.

Ambulatory Surgical Treatment Center	Address	City	Straight-Line Distance
Chicago Vascular ASC, LLC	700 Pasquinelli Drive	Westmont	0.11
Salt Creek Surgery Center	530 N Cass Avenue	Westmont	1.28
Eye Surgery Center of Hinsdale, LLC	950 N York Rd	Hinsdale	1.34
Hinsdale Surgical Center	10 Salt Creek Ln	Hinsdale	1.61
The Oak Brook Surgical Centre	2425 W 22nd St	Oak Brook	2.54
DMG Surgical Center, LLC	2725 S Technology Drive	Lombard	2.78
Midwest Center for Day Surgery	3811 Highland Avenue	Downers Grove	3.00
Ambulatory Surgicenter of Downers Grove, Ltd.	4333 Main Street	Downers Grove	3.06
Children's Outpatient Services at Westchester	2301 Enterprise Drive	Westchester	3.15
OrthoTec Surgery Center, Inc.	340 W Butterfield Rd	Elmhurst	3.54
Elmhurst Outpatient Surgery Center	1200 South York Road	Elmhurst	3.63
United Shockwave Services, LTD	120 N La Grange Road	La Grange	4.25
Loyola Surgery Center	15224 Summit	Oakbrook Terrace	5.31
Loyola University ASC- Loyola Outpatient	2160 South First Avenue	Maywood	6.94
Forest Med-Surg Center	9050 West 81st Street	Justice	7.31
River Forest Surgery Center LLC	7427 W Lake Street	River Forest	8.87
Dupage Eye Surgery Center, LLC	2015 North Main Street	Wheaton	9.35
The Center for Surgery	475 East Diehl Road	Naperville	9.74
Aiden Center for Day Surgery, LLC	1580 W Lake Street	Addison	9.97

2. Maldistribution of Services

a. Historical Utilization of Existing ASTCs

The purpose of this project is to increase utilization at the underperforming Surgery Center and lower high utilization at the nearby DMG Surgical Center in Lombard to allow both ASTCs to operate closer to the State Board's target utilization.

b. Sufficient Population to Achieve Target Utilization

For the past three years, average utilization of the Surgery Center has been 590 surgical hours per year. To achieve the State Board's standard of 1,500 surgical hours per treatment room (or 3,000 surgical hours for the Surgery Center), an additional 2,410 surgical hours would need to be performed at the Surgery Center. The Applicants project 2,473 cases (or 2,945 surgical hours) will be transferred from the DMG Surgical Center to the Surgery Center in the first year after project completion for a total of 3,535 surgical hours. Accordingly, there is sufficient volume to achieve target utilization.

Section V, Service Specific Review Criteria
Non-Hospital Based Ambulatory Surgery
Criterion 1110.235(c)(8), Staffing

Staffing for the Surgery Center will be as follows:

Personnel	Full-Time Equivalents
Administration	4
Registered Nurses	13
Surgical Technician	4
Radiation Technician	1
OR Point of Care Technician	1
Sterile Processing Technician	3
TOTAL ASTC PERSONNEL	26

Section V, Service Specific Review Criteria
Non-Hospital Based Ambulatory Surgery
Criterion 1110.235(c)(9) Charge Commitment

1. A list representative of the procedures to be performed at the proposed facility with the proposed charge is provided in Table 1110.235(c)(9) below.

Table 1110.235(c)(9)		
CPT Code	CPT Description	Primary unit charge
58558	HYSTEROSCOPY, WITH SAMPLING	\$ 6,047.00
58563	HYSTEROSCOPY, WITH ENDOMETRIAL	\$ 8,349.00
59820	SURG RX MISSED ABORTN, 1ST TRI	\$ 5,524.00
58661	LAPAROSCOPIC REMOVAL	\$ 9,279.00
58561	HYSTEROSCOPY, WITH REMOVAL	\$ 8,349.00
58300	INSERT INTRAUTERINE DEVICE	\$ 1,758.00
58662	LAPAROSCOPIC FULGURATION	\$ 9,279.00
58301	REMOVE INTRAUTERINE DEVICE	\$ 275.00
58670	LAPAROSCOPIC FULGURATION	\$ 9,279.00
57522	CONIZATION CERVIX, LOOP ELECTRD	\$ 7,377.00
22869	INSJ STABLJ DEV W/O DCMPRN	\$ 36,477.00
22870	INSJ STABLJ DEV W/O DCMPRN	\$ 9,119.00
63650	PERCUT IMPLNT NEUROELECT, EPIDURAL	\$ 10,331.00
64636	DESTROY L/S FACET JNT ADDL	\$ 5,061.00
99152	MOD SED SAME PHYS/QHP 5/>YRS	\$ 243.00
99153	MOD SED SAME PHYS/QHP EA	\$ 125.00
62323	NJX INTERLAMINAR LMBR/SAC	\$ 4,997.00
63685	IMPLANT NEUROSTIM/RECEIVER	\$ 44,197.00
64510	INJECT NERV BLCK, STELLATE GANGLION	\$ 5,061.00
64635	DESTROY LUMB/SAC FACET JNT	\$ 6,991.00
28285	REPAIR OF HAMMERTOE, ONE	\$ 5,906.00
28296	CORRECT BUNION, METATARSAL OSTEOTOMY	\$ 7,305.00
28308	OSTEOTOMY METATARSAL (NOT 1ST)	\$ 5,906.00
28289	HALLUX RIGIDUS CORRECTION	\$ 5,906.00
28270	CAPSULOTOMY MT-P JT, FOOT, EACH	\$ 5,906.00
28313	RECONSTRUC TOE DEFORM, SOFT TISSUE	\$ 5,679.00
20680	REMOVAL DEEP IMPLANT	\$ 5,802.00
11750	REMOVAL OF NAIL BED	\$ 1,246.00
27687	GASTROCNEMIUS RECESSION	\$ 6,885.00
28291	CORRJ HALUX RIGDUS W/IMPLT	\$ 6,188.00
36561	INSERTION, TUNNELED CENTRALLY INSERTED VENOUS ACCESS DEVICE, W/SUBQ PORT; >5 YEARS	\$ 7,375.00
77001	FLUOR GID CTR VAD PLMT RPLCMT/RMVL	\$ 387.00
19125	EXCISE BREAST LES W XRAY MARKER	\$ 5,574.00
49505	REPAIR ING HERNIA, 5+Y/O, REDUCIBL	\$ 7,340.00

Table 1110.235(c)(9)		
CPT Code	CPT Description	Primary unit charge
74300	X-RAY OPER CHOLANGIOGRAM	\$ 516.00
47563	LAPAROSCOPIC CHOLECYSTECTOMY	\$ 9,279.00
49650	LAPAROSCOPIC REPAIR OF INITIAL	\$ 9,279.00
49585	REPAIR UMBILICAL HERN,5+Y/O,REDUC	\$ 7,560.00
47562	LAPAROSCOPIC	\$ 9,279.00
76937	US GUIDE, VASC ACCESS, REQ EVAL, POTENTIAL SITES, VESSEL PATENCY, NEEDLE ENTRY, W/RECORD & REPORT	\$ 476.00
29881	KNEE SCOPE,MED/LAT MENISECTOMY	\$ 7,406.00
64721	REVISE MEDIAN N/CARPAL TUNNEL SURG	\$ 5,433.00
29826	SHLDR ARTHROSCOP,PART ACROMIOPLAS	\$ 9,302.00
26055	INCISE FINGER TENDON SHEATH	\$ 5,061.00
29827	ARTHROSCOPY, SHOULDER, SURGICAL; W/ROTATOR CUFF REPAIR	\$ 9,302.00
29880	KNEE SCOPE,MED&LAT MENIS SHAV	\$ 7,406.00
29824	ARTHROSCOPY, SHOULDER, SURGICAL; DISTAL CLAVICULECTOMY	\$ 7,406.00
29888	KNEE SCOPE,AID ANT CRUCIATE REPAIR	\$ 9,302.00
25447	REPAIR INTERCARP/CARP-METACARP JT	\$ 8,349.00
20680	REMOVAL DEEP IMPLANT	\$ 5,802.00
74420	X-RAY RETROGRADE PYELOGRAM	\$ 735.00
50590	FRAGMENTING OF KIDNEY STONE	\$ 9,277.00
52352	CYSTOURETRO W/STONE REMOVE	\$ 6,540.00
52356	CYSTO/URETERO W/LITHOTRIPSY	\$ 10,536.00
52332	CYSTOSCOPY,INSERT URETERAL STENT	\$ 6,540.00
54300	STRAIGHTEN PENIS	\$ 8,349.00
54161	CIRCUMCISION,OTHR	\$ 5,943.00
52601	TRANSURETHRAL ELEC-SURG PROSTATECTOM	\$ 8,505.00
53450	URETHRAL MEATAL REVISION	\$ 7,510.00
52005	CYSTOURETHROSCOPY,URETER CATHETER	\$ 5,560.00

A letter from Michael A. Kasper, committing to maintain the charges listed in Table 1110.235(c)(9) on the previous page for two years after project completion is attached at Attachment – 24G.

March 6, 2019

Richard Sewell
Vice Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Re: Charge Commitment

Dear Vice Chair Sewell:

Pursuant to 77 Ill. Admin. Code § 1110.235(c)(9), I hereby commit that the attached charge schedule will not be increased, at a minimum, for the first two years of operation following the approval to add obstetrics/gynecology, general surgery, orthopedics, podiatry and pain management to the Surgery Center unless a permit is first obtained.

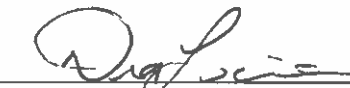
Sincerely,



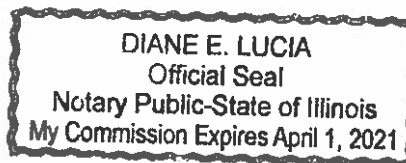
Michael A. Kasper

Chicago Prostate Cancer Surgery Center, LLC
DuPage Medical Group, Ltd.

Subscribed and sworn to me
This 2ND day of APRIL, 2019



Notary Public



**Section V, Service Specific Review Criteria
Non-Hospital Based Ambulatory Surgery**

Criterion 1110.235(c)(10), Assurances

Attached at Attachment – 24H is a letter from Michael A. Kasper, certifying that a peer review program exists or will be implemented for ASTC services.

March 6, 2019

Richard Sewell
Vice Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, IL 62761

Dear Vice Chair Sewell:

Pursuant to 77 Ill. Admin. Code § 1110.235(c)(10), I hereby certify that a peer review program exists or will be implemented that evaluates whether patient outcomes are consistent with quality standards established by professional organizations for the ASTC services, and if outcomes do not meet or exceed those standards, that a quality improvement plan will be initiated.

Further, I attest that by the in the second year of operation after the project completion date, the annual utilization of the operating/procedure rooms will meet or exceed the utilization standard specified in 77 Ill. Adm. Code 1100.

Sincerely,



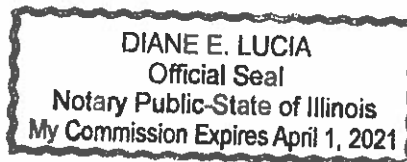
Michael A. Kasper

Chicago Prostate Cancer Surgery Center, LLC
DuPage Medical Group, Ltd.

Subscribed and sworn to me
This 2nd day of APRIL, 2019



Notary Public



Section VI, Availability of Funds
Criterion 1120.120

The project will be funded (i) through tenant improvements for building renovations pursuant to the real estate operating lease (attached as Attachment – 33A) and (ii) with internal resources (DuPage Medical Group cash on hand) as documented in the Bank of America letter dated April 24, 2019 (attached as Attachment – 33B).

**FIFTH AMENDMENT OF LEASE AND
CONSENT TO SUBLEASE**

THIS FIFTH AMENDMENT OF LEASE AND CONSENT TO SUBLEASE (this "**Fifth Amendment and Consent**") is made and entered into as of the 23rd day of April, 2019, but is effective as of the 1st day of April, 2019 (the "**Effective Date**"), by and between DMG Real Estate, LLC, an Illinois limited liability company ("**Tenant**"), and Quasar, LLC, an Illinois limited liability company ("**Landlord**").

RECITALS:

A. Landlord and Tenant are the parties to a certain Lease (hereinafter defined) initially entered into pursuant to a certain Lease Agreement made and entered into as of the 8th day of November, 2005, by and between Quasar, LLC, an Illinois limited liability company ("**Original Landlord**"), as landlord, and Chicago Prostate Cancer Center, LLC, an Illinois limited liability company ("**Original Tenant**"), as tenant (the "**Original Lease**"), pursuant to which Tenant is leasing certain Demised Premises, agreed to contain 34,113 Rentable Square Feet, as more particularly described in the Lease (therein referred to as the "**Demised Premises**" and herein (and in the Guaranty (hereinafter defined)) referred to as the "**Premises**"), in the building with common address of 815 Pasquinelli Drive, Westmont, Illinois (the "**Building**"). The Original Lease was thereafter amended as follows: Original Landlord, as landlord, and Original Tenant, as tenant, entered into a certain First Amendment to Lease Agreement made effective as of the 13th day of October, 2006 (the "**First Amendment**"), a certain Second Amendment to Lease Agreement made effective as of June 1, 2011 (the "**Second Amendment**"), a certain Third Amendment to Lease Agreement made effective as of June 1, 2014 (the "**Third Amendment**") and, together with Tenant as assignee and successor tenant, a certain Assignment of Lease and Fourth Amendment, made and entered into as of the 1st day of April, 2019 (the "**Assignment and Fourth Amendment**"; the Original Lease as amended by the First Amendment, the Second Amendment, the Third Amendment and the Assignment and Fourth Amendment is referred to as the "**Amended Lease**," and as amended by this Fifth Amendment and Consent, and as may be hereafter further amended, is hereinafter referred to as the "**Lease**").

B. Landlord and Tenant desire to further amend the Amended Lease to provide for the construction of certain tenant improvements in the Premises upon certain terms, covenants and conditions and to otherwise amend the Lease in certain respects.

C. Landlord and Tenant desire to provide for Landlord's consent to a certain Sublease (hereinafter defined) of certain Sublease Premises (hereinafter defined), all as more particularly described hereinafter.

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals; Capitalized Terms; Captions; Conflicts and Estoppel. The Recitals set forth hereinabove are incorporated herein as a substantive part of this Fifth Amendment and

Consent. All capitalized terms used herein, and not otherwise defined herein, shall have the meanings ascribed thereto in the Amended Lease. The captions to the various paragraphs of this Fifth Amendment and Consent are for convenience of reference only, do not define or limit the provisions of such paragraphs and shall be ignored in any construction thereof. In the event of any conflict between the terms of this Fifth Amendment and Consent and any of the terms of the Amended Lease (including, without limitation, those set forth in any Schedule, Rider, Exhibit or other attachment thereto, whether physically attached or incorporated by reference), the provisions of this Fifth Amendment and Consent shall govern and control, and the Amended Lease shall be deemed further amended as and to the extent as may be required in order to effect the agreements of the parties as set forth in this Fifth Amendment and Consent.

Tenant represents and warrants that (a) the Lease is in full force and effect, (b) the Lease has not been assigned by Tenant or encumbered by Tenant, except for the Sublease transaction to which Landlord is consenting, (c) Tenant knows of no defense or counterclaim to the enforcement of the Lease, (d) Tenant is not entitled to any offset, abatement or reduction of Base Rent, Additional Rent or other rent or charges under the Lease, (e) Landlord has completed all work to be performed by Landlord and paid all contributions and other sums due to Tenant under the Lease through the Effective Date, and (f) to the best of Tenant's knowledge, neither Tenant nor Landlord is in default under any of its respective obligations under the Lease.

2. **Tenant Improvements.** Landlord and Tenant intend that Tenant will construct certain Tenant Improvements (as defined in the Work Letter) in and to the Premises, all as set forth in the Work Letter attached hereto as Exhibit A (the "Work Letter").

3. **Rent.** From and after the Effective Date during the First Extended Term Tenant shall pay at the times and in the manner provided in the Amended Lease an annual Base Rent, payable in monthly installments as set forth on the Base Rent Schedule attached hereto as Exhibit B-1, which, for avoidance of doubt, sets forth an annual Base Rent in the amount of Nine Hundred Thirty-Eight Thousand Nine Hundred Fifty-Two and No/100 Dollars (\$938,952.00), payable in monthly installments of Seventy-Eight Thousand Two Hundred Forty-Six and No/ 100 Dollars (\$78,246.00), increased on January 1, 2020 and on each January 1st thereafter during the First Extended Term by two percent (2%) on a cumulative compounding basis; so that annual Base Rent will increase to \$957,731.04 on January 1, 2020, to \$976,885.66 on January 1, 2021, and so forth throughout the First Extended Term (each such year on the schedule referred to as a "Lease Year").

From and after the occurrence of the Modified Term Commencement Date (hereinafter defined) during the First Extended Term in addition to Base Rent Tenant shall pay to Landlord together with Base Rent at the times and in the manner provided in the Amended Lease for the payment of Base Rent an additional base rent in the amounts for the stated periods of the First Extended Term as set forth on the schedule attached hereto as Exhibit B-2 ("Allowance Rent").

In addition to Base Rent and Allowance Rent (when applicable), from and after the Effective Date and during the First Extended Term as the same is modified Tenant shall also continue to pay at the times and in the manner set forth in the Amended Lease Additional Rent and all other rent and charges payable under the Lease.

In the event that the Modified Term Commencement Date shall occur on other than the first day of a calendar month or the Term shall end on other than the last day of a calendar month, Base Rent, Allowance Rent and Additional Rent shall be prorated accordingly.

4. **Extension of First Extended Term.** The First Extended Term of the Lease shall be modified and extended for a period of twenty (20) years (plus any partial month if the Modified Term Commencement Date shall occur on a day other than the first day of a calendar month) following the Modified Term Commencement Date upon all of the same terms and conditions as set forth in the Amended Lease, except as otherwise provided herein. The "**Modified Term Commencement Date**" shall be that date when Landlord shall pay to Tenant the full amount of the Tenant Improvement Allowance (as such term is defined in the Work Letter). Upon determination of the extended period constituting the First Extended Term, Landlord and Tenant shall enter into an amendment of the Lease setting forth, *inter alia*, the modified and extended First Extended Term and any modification to the Base Rent Schedule setting forth the Base Rent to be paid for and during the modified and extended First Extended Term as determined as set forth in this Paragraph 4, and any other matters dependent upon such determination, but the failure to do so shall not affect such determinations in accordance with the terms of this Fifth Amendment and Consent, and the Lease shall continue in full force and effect in accordance with its terms including as set forth in this Fifth Amendment and Consent.

5. **Option to Renew.** Paragraph 7 of the Assignment and Fourth Amendment is hereby deleted in its entirety from the Lease (and is without further force or effect) and the following Extension Option is hereby added to the Lease.

Tenant shall have the option (the "**Extension Option**") to extend the Term of the Lease for one (1) consecutive period of five (5) years (the "**Second Extended Term**"), which, if elected, shall commence on the day following the expiration of the First Extended Term, and expire on that date which is five (5) years (60 full calendar months) thereafter, subject to earlier termination as provided in the Lease, and subject to and conditioned upon the following terms and conditions:

(a) (i) Tenant's right to exercise the Extension Option shall be subject to the conditions that at the time of Tenant's exercise of the Extension Option the Lease shall be in full force and effect, Tenant's right of possession of the Premises shall not have been terminated and Tenant shall not then be in default, and (ii) the occurrence of the commencement of the Second Extended Term shall be subject to the conditions that the Lease shall be in full force and effect, Tenant's right of possession of the Premises shall not have been terminated and Tenant shall not then be in default; provided, however, Landlord may at its option waive any of the conditions set forth in this subsection (a). In addition, the right granted under this Paragraph 5 to exercise the Extension Option is personal to the named Tenant in this Fifth Amendment and Consent, and shall not be exercisable by any assignee or successor.

(b) The Second Extended Term shall be upon the same terms, covenants and conditions as are contained in the Lease, except that (i) Base Rent and Allowance Rent shall each continue to increase annually from the Base Rent and Allowance Rent applicable for the prior year of the Term (that is, the last year of the First Extended Term) at the rate of two percent (2%) on a cumulative compounding basis; (ii) no provisions respecting tenant improvements or allowances therefor shall

apply; and (iii) this Paragraph 5 shall not apply to the extent that the effect would be to grant any further extension options to extend the Term beyond the Second Extended Term.

(c) The Second Extended Term, if elected, shall be an extension of the Lease Term with respect to the entire Premises, and Tenant shall have no right to exercise the Extension Option for the Second Extended Term as to less than all of the Premises.

(d) Tenant shall exercise the Extension Option for the Second Extended Term by written notice of such exercise given by Tenant to Landlord on or before that date which is twelve (12) full calendar months prior to the expiration of the First Extended Term, time being of the essence (the "Extension Notice"). Once Tenant shall have timely elected the Extension Option by giving an Extension Notice, such election shall be irrevocable.

(e) Base Rent and Allowance Rent for the Second Extended Term shall be payable at the times and in the same manner as set forth in the Lease for the payment of Base Rent and Allowance Rent during the First Extended Term. In addition, Tenant shall pay Additional Rent and all other rent and charges for the Second Extended Term for the Premises at the times and in the same manner as set forth in the Lease for the payment of Additional Rent and all other rent and charges for the First Extended Term.

(f) Following the exercise by Tenant of the Extension Option, within thirty (30) days following written request by either Landlord or Tenant, Landlord and Tenant shall enter into an amendment of the Lease confirming the terms, conditions and provisions applicable to the Second Extended Term, but the failure of either party to do so shall not affect the validity or effectiveness of Tenant's exercise of or obligations under the Extension Option.

(g) In the event that Tenant fails to timely and validly exercise the Extension Option for the Second Extended Term, the Term of the Lease shall terminate upon the expiration of the First Extended Term, unless earlier terminated as provided in the Lease.

6. Guaranty. Contemporaneously with the execution and delivery of the Assignment and Fourth Amendment Midwest Physician Administrative Services, LLC, an Illinois limited liability company (the "Guarantor") executed and delivered to Landlord a guaranty (the "Guaranty") in favor of Landlord of the payment and performance of all obligations of Tenant under the Lease, as the same may be amended. Without limitation of any of the provisions of the Guaranty, but rather in furtherance thereof, Guarantor hereby approves and joins in this Fifth Amendment and Consent, and ratifies, approves and confirms the Lease including, without limitation, this Fifth Amendment and Consent and Tenant's agreements and obligations under this Fifth Amendment and Consent, and hereby ratifies, approves and confirms the Guaranty and agrees that the Guaranty is in full force and effect and applicable to the Lease notwithstanding anything in the Lease including, without limitation, this Fifth Amendment and Consent which may be to the contrary.

7. Miscellaneous Matters.

(a) Submission of this Fifth Amendment and Consent by Landlord to Tenant for examination and/or execution shall not in any manner bind Landlord, and no amendment of the Amended Lease shall be effective and no obligations on Landlord shall arise under this Fifth Amendment and Consent unless and until this Fifth Amendment and Consent is fully executed and delivered by Landlord and Tenant and Guarantor.

(b) Landlord and Tenant understand, acknowledge and agree that (i) this Fifth Amendment and Consent has been freely negotiated by both parties, and (ii) in the event of any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Fifth Amendment and Consent or any other portion of the Lease, or any of the terms or conditions thereof, there will be no inference, presumption or conclusion drawn whatsoever against any party by virtue of that party having drafted this Fifth Amendment and Consent or any other portion or provision of the Lease.

(c) The terms, covenants and conditions contained in this Fifth Amendment and Consent shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (but in the case of Tenant, only its permitted assigns as otherwise provided in the Lease).

(d) Time is of the essence as to all matters set forth in this Fifth Amendment and Consent.

(e) This Fifth Amendment and Consent and the Lease shall be construed and governed by the internal laws of the State of Illinois, without respect to its conflicts of laws provisions.

(f) Tenant represents and warrants to and covenants with Landlord that (i) neither Tenant nor any of the other Tenant Related Parties currently is, or shall be at any time during the Term of the Lease, in violation of any laws relating to terrorism or money laundering (collectively, the "Anti-Terrorism Laws") including, without limitation Executive Order No. 13224 Terrorist Financing, effective September 24, 2001, and regulations of the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) related to Specially Designated Nationals and Blocked Persons (SDN's OFAC Regulations), and/or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "USA Patriot Act"); (ii) neither Tenant nor, to its knowledge, any of its Tenant Related Parties is or shall be during the Term hereof a "Prohibited Person" which is defined as follows: (A) a person or entity owned or controlled by, affiliated with, or acting for or on behalf of, any person or entity that is identified as an SDN on the then-most current list published by OFAC at its official website, <http://www.treas.gov/offices/eetffc/ofac/sdn/tl/sdn.pdf>, or at any replacement website or other replacement official publications of such list, and (B) a person or entity who is identified as or affiliated with a person or entity designated as a terrorist, or associated with terrorism or money laundering pursuant to regulations promulgated in connection with the USA Patriot Act; and (iii) Tenant has taken appropriate steps to understand its legal obligations under the Anti-Terrorism Laws and has implemented appropriate procedures to assure its continued compliance with such laws. "Tenant Related Parties" shall mean Tenant and its affiliates

(whether immediate or remote, direct or indirect), and all of their respective employees, agents, shareholders, directors, officers, partners, limited liability company members and limited liability company managers, of any tier, and their respective successors and assigns, and all of their respective employees, agents, shareholders, directors, officers, partners, members and managers, and their respective successors and assigns, of any tier, as applicable.

8. **Entire Agreement; Confirmation of Lease.** This Fifth Amendment and Consent contains the entire agreement of Landlord and Tenant with respect to the matters provided for herein, and supersedes any discussions or other writings of the parties with respect thereto. Except as modified by this Fifth Amendment and Consent, all of the terms and provisions of the Amended Lease shall remain unmodified, and the Lease is in full force and effect. The Lease, including, without limitation, this Fifth Amendment and Consent may not be modified except by an instrument in writing signed and delivered by Landlord and Tenant.

9. **Counterparts.** This Fifth Amendment and Consent may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

10. **Limitation of Liability.** Neither Landlord nor any Landlord Related Parties (hereinafter defined), whether disclosed or undisclosed, shall have any personal liability under any provision of this Fifth Amendment and Consent or the Lease. If Landlord defaults in the performance of any of its obligations under the Lease, Tenant shall look solely to Landlord's equity, interest and rights in the Building for satisfaction of Tenant's remedies on account thereof, subject to the rights of any mortgagee. In the absence of fraud, no person or entity executing this Fifth Amendment and Consent or the Lease in any representative or authorized capacity shall ever be deemed or held individually liable hereunder for any reason or cause whatsoever. For purposes of this Fifth Amendment and Consent and the Lease "Landlord Related Parties" shall mean Landlord and its affiliates (whether immediate or remote, direct or indirect), and all of their respective employees, agents, shareholders, directors, officers, partners, limited liability company members and limited liability company managers, of any tier, and their respective successors and assigns, and all of their respective employees, agents, shareholders, directors, officers, partners, members and managers, and their respective successors and assigns, of any tier, as applicable, and each mortgagee of the Building.

11. **Consent to Sublease.** Reference is made to a certain Sublease Agreement, made effective as of April 1, 2019, between Landlord, as Sublandlord, and Chicago Prostate Cancer Surgery Center, LLC, an Illinois limited liability company ("Subtenant"), as Subtenant (the "Sublease"), for the sublease to Subtenant of a portion of the Premises containing approximately 10,018 rentable square feet, as more particularly described in the Sublease (the "Sublease Premises"). Landlord, subject to and specifically conditioned upon the following terms and conditions, hereby grants its consent to the sublease transaction to be effected by the Sublease ("Consent to Sublease").

As conditions to the consent of Landlord to the transaction to be effected by the Sublease, it is understood and agreed by Tenant and Subtenant as follows:

(a) This Consent to Sublease shall in no way release Tenant or any person or entity claiming by, through or under Tenant, including Subtenant, from any of its covenants, agreements, liabilities and duties under the Lease (including, without limitation, all duties to cause and keep Landlord and others named or referred to in the Lease fully insured and indemnified with respect to any acts or omissions of Subtenant or its agents, employees or invitees or other matters arising by reason of the Sublease or Subtenant's use or occupancy of the Sublease Premises, as the same may be amended from time to time, without respect to any provision to the contrary in the Sublease.

(b) This Consent to Sublease consenting to a sublease to Subtenant does not constitute approval by Landlord of any of the provisions of the Sublease document or agreement thereto or therewith, but only approval of the sublease of the Sublease Premises to Subtenant; nor shall the same be construed to amend the Lease in any respect, any purported modifications being solely for the purpose of setting forth the rights and obligations as between Tenant and Subtenant, but not binding Landlord.

(c) Tenant and Subtenant shall not amend the Sublease in any respect without the prior written approval of Landlord. In no event shall any such amendment affect or modify or be deemed to affect or modify the Lease in any respect. Notwithstanding the foregoing, Landlord acknowledges and agrees that in the event that the Base Rent or Allowance Rent payable by Tenant to Landlord under the Lease is adjusted, Tenant and Subtenant may amend the Sublease accordingly to revise the rental payable by Subtenant to Tenant thereunder without seeking the consent of Landlord to such modification to the Sublease, Landlord hereby consenting thereto provided that no other terms of the Sublease are modified without Landlord's express written consent.

(d) Tenant shall be liable to Landlord for any default under the Lease, whether such default is caused by Tenant or Subtenant or anyone claiming by or through either Tenant or Subtenant, but the foregoing shall not be deemed to restrict or diminish any right which Landlord may have against Subtenant pursuant to the Lease, in law or in equity for violation of the Lease or otherwise, including, without limitation, the right to enjoin or otherwise restrain any violation of the Lease by Subtenant.

(e) The Sublease is, in all respects, subject and subordinate to the Lease, as the same may be amended. Furthermore, in the case of any conflict between the provisions of this Consent to Sublease or the Lease and the provisions of the Sublease, the provisions of this Consent to Sublease or the Lease, as the case may be, shall prevail unaffected by the Sublease.

(f) Notwithstanding anything to the contrary herein, Tenant acknowledges and agrees that Tenant will promptly pay to Landlord throughout the Term of the Lease any Rent or other sums owed to Landlord under the Lease, and comply with the provisions of the Lease which may be relevant to the Sublease; and that neither this consent to the Sublease nor the Sublease shall affect the obligations of Tenant under the Lease.

(g) If at any time prior to the expiration of the term of the Sublease the Lease shall terminate or be terminated for any reason (or Tenant's right to possession shall terminate without termination of the Lease), the Sublease shall simultaneously terminate.

(h) Notwithstanding anything in this Consent to Sublease or in the Sublease, in no event shall Landlord be deemed to be in privity of estate or contract with Subtenant or owe any obligation or duty to Subtenant under the Lease or otherwise, any duties of Landlord under the Lease being in favor of, for the benefit of and enforceable solely by Tenant. Nothing herein contained shall be deemed a waiver or modification of any of the Landlord's rights under the Lease, or increase Landlord's obligations under the Lease.

(i) Subtenant agrees to promptly deliver a copy to Landlord of all notices of default and all other notices sent to Tenant under the Sublease, and Tenant agrees to promptly deliver a copy to Landlord of all such notices sent to Subtenant under the Sublease. All copies of any such notices shall be delivered to Landlord as provided in the Lease.

(j) This Consent to Sublease shall be deemed limited solely to consent to the sublease transaction to be effected by the Sublease, and Landlord reserves the right to consent or to withhold consent and all other rights under the Lease with respect to any other matters including, without limitation, any proposed repairs, alterations, additions or improvements to the Sublease Premises and with respect to any further or additional subleases, assignments or transfers of the Lease or any interest therein or thereto including, without limitation, a sublease or any assignment of the Sublease.

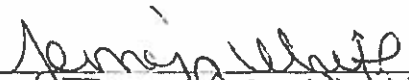
(k) By executing this Consent to Sublease, Tenant and Subtenant acknowledge and agree to be bound by all of the terms and conditions of Landlord's consent to the Sublease as set forth in this Paragraph 11. Furthermore, Tenant and Subtenant understand and acknowledge that Landlord has agreed to execute this Consent to Sublease based upon Tenant's and Subtenant's acknowledgment and acceptance of the terms herein and conditions hereof.

[This space is intentionally blank. Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment and Consent as of the day and year above first written.

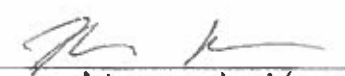
LANDLORD:

QUASAR, LLC, an Illinois limited liability company

By: 
Name: Dennis White
Its: Board of Directors


TENANT:

DMG REAL ESTATE, LLC, an Illinois limited liability company

By: 
Name: Michael Kasper
Its: Chief Executive Officer

GUARANTOR:

MIDWEST PHYSICIAN ADMINISTRATIVE SERVICES, LLC, an Illinois limited liability company

By: 
Name: Michael Kasper
Its: Chief Executive Officer

SUBTENANT:

CHICAGO PROSTATE CANCER SURGERY CENTER, LLC, an Illinois limited liability company

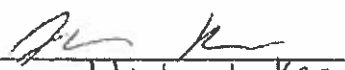
By: 
Name: Michael Kasper
Its: Chief Executive Officer

EXHIBIT A
WORKLETTER

This is the Work Letter referred to in, attached to and made a part of the preceding Fifth Amendment and Consent. The Tenant Improvements to be made in and to the Premises shall be constructed in accordance with the following provisions. All defined terms not otherwise defined herein shall have the meanings ascribed thereto in the Lease.

1. **Tenant Improvements; Tenant Improvement Allowance.** Tenant shall perform, construct and install certain leasehold and other improvements in and to the Premises as described and/or depicted on **Schedule 1**, attached hereto and made a part hereof or as approved by Landlord as provided hereinafter (the "**Tenant Improvements**"), which work and installations shall be performed at Tenant's sole cost and expense, except that subject to the provisions hereinafter Landlord shall reimburse Tenant for the hard costs (only) of construction of the Tenant Improvements as finally determined up to the maximum sum of Three Million Eighteen Thousand Five Hundred Ninety-Five and No/100 Dollars (\$3,018,595.00) (the amount actually reimbursed on account of the hard costs of construction of the Tenant Improvements being the "**Tenant Improvement Allowance**").

2. Intentionally Omitted.

3. **Construction Contracts.** All contracts for or with respect to the Tenant Improvements, whether with architects, engineers, consultants or contractors, shall be between Tenant and such service provider, and Landlord shall not be a party thereto. However, Landlord shall be advised of and shall be entitled to review any such contract in connection with any Tenant Improvements. Tenant shall be solely responsible for all aspects of the construction of any Tenant Improvements.

4. **Proposed and Final Plans.**

(a) Tenant shall cause to be prepared and delivered to Landlord, for Landlord's approval, the proposed plans and specifications ("**Proposed Plans**") for the Tenant Improvements contemplated including, without limitation, the drawings listed below, and Landlord agrees that its approval of Tenant's Proposed Plans shall not be unreasonably withheld or delayed, but may be reasonably conditioned, provided that the contemplated Tenant Improvements will not affect the Building or the Building structure or any of the Building systems including, without limitation, any electrical, mechanical, including heating, ventilating and air conditioning ("**HVAC**"), plumbing or life safety systems:

(i) Architectural drawings (consisting, without limitation, of floor construction plan, ceiling lighting plan and layout, communications and networking layouts and any detail plans).

(ii) Engineering drawings (consisting, without limitation, of HVAC, electrical, plumbing and life safety).

(iii) Finish schedule (consisting, without limitation, of wall finishes and floor finishes and miscellaneous details).

(b) All architectural drawings shall be prepared at Tenant's sole cost and expense by a licensed architect designated by Tenant and reasonably approved by Landlord, whom Tenant shall employ. Landlord hereby approves the architectural firm of Cashman Stahler Group ("Tenant's Architect"). Tenant shall deliver one (1) set of reproducible architectural drawings to the engineer for the Tenant Improvements (if mechanical drawings are required for the project) as provided in the next sentence at the same time one (1) set is delivered to Landlord. All mechanical drawings shall be prepared at Tenant's sole cost and expense by a licensed engineer reasonably approved by Landlord, whom Tenant shall employ.

(i) Within five (5) Business Days after Landlord's receipt of the architectural drawings, Landlord shall advise Tenant in writing of any changes required to obtain Landlord's approval.

(ii) Within five (5) Business Days after receipt of mechanical and other engineering drawings, Landlord shall advise Tenant in writing of any changes required to obtain Landlord's approval.

If Landlord disapproves of the Proposed Plans, Tenant shall revise the Proposed Plans disapproved by Landlord and resubmit the same to Landlord. Landlord shall within five (5) Business Days after receipt of Tenant's revised plans advise Tenant of any additional changes which may be required to obtain Landlord's approval. If Landlord reasonably disapproves the revised plans, Tenant shall revise said plans and resubmit them to Landlord. Landlord shall again within three (3) days after receipt of the revised plans advise Tenant of further changes, if any, required for Landlord's approval. This process shall continue until Landlord has approved Tenant's revised Proposed Plans. "Final Plans" shall mean the Proposed Plans, as revised, which have been approved by Landlord in writing.

(c) All Proposed Plans and Final Plans shall comply with all applicable laws, statutes, ordinances, regulations, rules and codes, and with the requirements of Landlord's fire insurance underwriters and life safety consultants. Tenant shall not make any changes in the Final Plans without Landlord's prior written approval.

5. Performance of Tenant Improvements.

(a) Upon approval of the Final Plans Tenant, at its sole cost and expense, shall file the same with the governmental agencies having jurisdiction over Tenant Improvements. Tenant shall cause to be furnished to Landlord copies of all documents submitted to the governmental agencies and with the authorizations to commence work and the permits for Tenant Improvements issued by said governmental agencies. Tenant shall not commence Tenant Improvements until the required governmental authorizations for said work are obtained and delivered to Landlord.

(b) In performing Tenant Improvements, Tenant and its employees, agents, contractors, and suppliers, and their respective employees, agents and subcontractors shall work in cooperation with and shall not interfere with the performance of other work in the Building by Landlord or Landlord's contractors.

(c) All contractors and subcontractors engaged by or on behalf of Tenant for construction of Tenant Improvements in or with respect to the Premises shall be licensed contractors, possessing good labor relations and use only union labor, capable of performing quality workmanship in similar buildings to the Building and working in cooperation with Landlord's contractors and subcontractors and with other contractors and subcontractors on the job site. All work shall be coordinated with any general and other construction work in the Building.

(d) Upon completion of Tenant Improvements, Tenant shall provide Landlord with copies of warranties of at least one (1) year duration on all Tenant Improvements. At Landlord's request, Tenant shall enforce, at Tenant's expense, all guarantees and warranties made and/or furnished to Tenant with respect to Tenant Improvements.

(e) Tenant shall submit to Landlord not less than ten (10) days prior to commencement of construction the following information and items:

(i) The names and addresses of the general, mechanical, electrical, plumbing and life safety contractors, subcontractors, and sub-subcontractors (collectively, "Tenant's Contractors") Tenant intends to employ in the construction of Tenant Improvements. Landlord shall have the right to approve or disapprove Tenant's Contractors; and Tenant shall employ, as Tenant's Contractors, only those persons or entities approved by Landlord; provided, Landlord's approval shall not be unreasonably withheld. Landlord hereby approves Leopardo Construction as Tenant's General Contractor.

(ii) The scheduled commencement date of construction, the estimated date of completion of construction work and fixturing work.

(iii) Itemized statement of estimated construction cost, including permits and fees, architectural, engineering, and contracting fees.

(iv) Certificates of insurance as hereinafter described. Tenant shall not permit Tenant's Contractors to commence work until the required insurance has been obtained and certificates have been delivered to Landlord.

(f) Tenant's Contractors shall assume responsibility for the prevention of accidents to its agents and employees and shall take all reasonable safety precautions with respect to the work to be performed and shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property. Tenant's Contractors shall report to Landlord any injury to any of its agents or employees and shall furnish Landlord a copy of the accident report filed with its insurance carrier within three (3) days of any such occurrence.

(g) Tenant shall secure, pay for, and maintain or cause Tenant's Contractors to secure, pay for, and maintain during the performance of Tenant Improvements, insurance coverages in not less than the amounts set forth on Schedule 2 of this Exhibit A to this Fifth Amendment and Consent, and shall provide Landlord with evidence of such insurance prior to the commencement of such work. The Comprehensive General Liability and Umbrella Liability policies shall be endorsed to include as additional insureds, on a primary, noncontributory basis, Landlord, its managing or other agents and employees and its lenders, and such additional persons or entities as Landlord may designate, with respect to ongoing and completed operations. All policies of insurance shall also provide that all insured parties be given thirty (30) days' prior written notice of any reduction, cancellation, or non-renewal of coverage by certified mail.

To the fullest extent permitted by law, Tenant and Tenant's Contractors shall indemnify and hold harmless Landlord, its managing agent and their respective members, managers, shareholders, directors, officers, partners, agents and employees of any tier, and Landlord's lenders from and against all claims, damages, liabilities, losses and expenses of whatever nature including, without limitation, reasonable attorneys' fees, the cost of any repairs to the Premises or the Building necessitated by activities of Tenant's Contractors, bodily injury or personal injury to persons or damage to property of Tenant, its employees, agents, invitees, licensees, or others, arising out of or resulting from the performance of Tenant Improvements. The foregoing indemnity shall be in addition to any indemnity of similar import contained in the Lease and to the insurance requirements set forth above, and shall not be in discharge or substitution of the same, and shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for Tenant's Contractors under Workers' or Workmen's Compensation Acts, Disability Benefit Acts or other employee benefit acts.

(h) The Tenant Improvements shall be subject to inspection by Landlord, Landlord's architect, contractors or other representatives of Landlord, from time to time during the construction of Tenant Improvements, and Tenant shall permit access to the Premises therefor. Any such inspection shall be solely for the benefit of Landlord, and in no event shall Landlord be deemed to be in control of or responsible for any means, methods, construction techniques or safety precautions at the job site or with respect to the Tenant Improvements.

(i) Tenant Improvements shall be performed in a first class, workmanlike manner, using only good grades of materials and in compliance with the Final Plans, all insurance requirements, applicable laws and ordinances and rules and regulations of governmental departments, agencies or authorities, and any rules and regulations adopted from time to time by Landlord for construction in the Building.

(j) Upon completion of the Tenant Improvements, Tenant shall furnish Landlord with "as built" plans for the Tenant Improvements (both hard copy and electronic CAD format), final waivers of lien and contractors' affidavits from all of Tenant's Contractors for the Tenant Improvements, a detailed breakdown of the costs of the Tenant Improvements and evidence of payment therefor reasonably satisfactory to Landlord.

6. Payment of Costs of Tenant Improvements.

(a) Subject to the provisions of Paragraph 6(b), Tenant Improvements shall be constructed and installed at Tenant's sole cost and expense including, without limitation, the cost of all plans, permits, materials and labor.

Tenant shall advise Landlord of the cost of the Tenant Improvements pursuant to the Final Plans on the basis of a construction contract or contracts executed by Tenant for the Tenant Improvements. The cost of the Tenant Improvements shall be paid by Tenant pursuant to the terms of an escrow agreement satisfactory to Landlord, Landlord's lender and the title insurance company insuring the Building for the purpose, *inter alia*, of insuring over any and all mechanic's lien claims or rights thereto in connection with the Tenant Improvements. Landlord, Tenant, the title insurance company and Tenant's General Contractor, shall be parties to any such escrow. The cost of the escrow shall be paid by Tenant. Tenant shall deposit into the escrow from time to time the cost of the Tenant Improvements. Tenant shall provide such contractors' affidavits, sworn statements, partial and final waivers of lien, architect's certificates, Tenant (owner) certifications and any other documentation or Tenant or contractor undertakings which may be requested by Landlord in connection with such draw or the title insurance company for the purpose of insuring over mechanics' lien claims or rights thereto. With each draw request Tenant shall submit to Landlord and the title company the following documents:

(A) A true and correct copy of the application for payment by Tenant's Contractors for Tenant Improvements completed to date, including contractors' affidavits and sworn statements evidencing the total cost of the Tenant Improvements based on the Final Plans, as such cost may change from time to time, and the cost of the Tenant Improvements performed to date;

(B) Partial or final lien waivers with respect to Tenant Improvements performed to date;

(C) Tenant's certification to Landlord that the amounts set forth in all Contractor's sworn statements are owed to Tenant's Contractors for Tenant Improvements performed to date, and that such Tenant Improvements for which a draw is being requested have been completed and accepted by Tenant;

(D) A certificate from Tenant's Architect stating that the Tenant Improvements for which a draw is being requested have been substantially completed in accordance with the Final Plans; and

(E) With the final draw request, Tenant shall submit to Landlord a certificate from Tenant's Architect stating that the Tenant Improvements have been completed in accordance with the Final Plans and applicable zoning, building, environmental and other laws, rules and regulations.

(b) When (i) the Tenant Improvements have been fully completed including, without

limitation, completion and acceptance of all punch-list items, (ii) Tenant's Contractors have been fully paid, (iii) all of the above items (A) through (E) have been received, and (iv) Tenant has certified to Landlord with back-up documentation reasonably acceptable to Landlord the amount requested as the Tenant Improvement Allowance for the reimbursement to Tenant of hard costs (only) of construction of the Tenant Improvements, Landlord shall reimburse Tenant for the amount of such Tenant Improvement Allowance due.

7. **Miscellaneous.** Tenant agrees that Landlord shall not be liable in any way for injury, loss, or damage which may occur to any of the Tenant Improvements or installations made in the Premises by Tenant pursuant to this Work Letter, or to any personal property placed therein, the same being at Tenant's sole risk, except for such injury, loss or damage as may be caused by the negligence or willful misconduct of Landlord or its agents or contractors or their respective employees.

8. **Changes in the Tenant Improvements.** Tenant shall deliver to Landlord for approval, which shall not be unreasonably withheld or delayed, but may be reasonably conditioned, provided that the contemplated Tenant Improvements will not affect the Building or the Building structure or any of the Building systems including, without limitation, any electrical, mechanical, including HVAC, plumbing or life safety systems, all changes in the Final Plans as are made by Tenant, Tenant's Architect or the engineers from time to time and shall advise Landlord of any changes in the cost of the Tenant Improvements or any amendments to the contracts entered into by Tenant for the construction of the Tenant Improvements which increase or decrease the cost of the Tenant Improvements in any respect. Tenant shall pay any amount required to cover the additional cost of the Tenant Improvements resulting from such changes subject to the provisions of Paragraph 6(b) of this Work Letter. Landlord shall review and approve or disapprove any changes as soon as reasonably practicable so as to avoid any delay in construction of the Tenant Improvements, but in any event within the same time periods with respect to its approval or disapproval of the Proposed Plans as provided in Paragraph 4(b) hereof. Any notice of disapproval or request for additional time shall include the reasons therefor as provided in Paragraph 4(b).

9. **Liens.** Tenant shall pay for all labor, materials, services, fees, charges, costs, fines, levies, and other expenses due to the Tenant Improvements promptly after billing therefor, or in the manner contractually specified between Tenant and Tenant's Contractor, architects and engineers. Tenant shall not cause or allow any lien to be filed or recorded against the real property on which the Building is located, or the Building, and in the event of the filing of any lien, such lien shall, within thirty (30) days, be paid and discharged or bonded over or a title indemnity provided in form and amount satisfactory to Landlord, its lender and its title company so that Tenant may promptly and diligently contest the same; and at the conclusion of such contest, pay any amount found to be due and all costs in connection therewith. In the event that Tenant fails to satisfy such lien as provided in this Paragraph 9, Landlord may, but is not obligated to, satisfy such lien and charge such cost together with all costs and expenses including, without limitation, reasonable attorneys' fees and charges incurred by Landlord in connection therewith to Tenant as additional rent, and, in addition, Landlord shall have all remedies granted under the Lease and at

law or in equity in the case of a default in the payment of rent. Tenant shall provide immediate written notice to Landlord of any actual or threatened lien.

Schedule 1
Tenant Improvements

Schedule 2

Tenant's Contractors Insurance

1. COMMERCIAL GENERAL LIABILITY

Commercial General Liability, including products/completed operations and broad form Contractual liability with limits not less than the following:

\$1,000,000	per occurrence
\$2,000,000	general aggregate (on a per project basis)
\$2,000,000	products/completed operations aggregate limit
\$1,000,000	personal and advertising injury per occurrence
\$ 5,000	medical payments

2. COMPREHENSIVE AUTOMOBILE LIABILITY

Comprehensive Automobile Liability, including owned, hired and non-owned automobiles with limits not less than the following:

\$1,000,000	combined single limit for bodily injury and property damage
-------------	-------------------------------------------------------------

3. STATUTORY WORKER'S COMPENSATION

Statutory Worker's Compensation, including occupational disease with an Employers' Liability Limit of at least:

\$1,000,000

The workers compensation policy shall afford a waiver of subrogation in favor of the certificate holder.

4. UMBRELLA LIABILITY

Umbrella Liability affording coverage excess of underlying employers' liability, Commercial General Liability and Comprehensive Automobile Liability with a limit of no less than:

\$10,000,000	For General Contractor only
\$5,000,000	For mechanical, electrical, plumbing and life safety subcontractors
\$1,000,000	For all other subcontractors

5. OTHER REQUIREMENTS:

- 5.1 Required Insurance Coverages.** General Contractor shall procure and maintain in effect during the term of its contract the insurance coverages set forth above, which insurance shall be placed with insurance companies rated A minus VII or better by Best's Key Rating Guide. Such insurance companies shall be authorized to do business in the jurisdiction in which the project is located. The insurance specified above shall be written on "occurrence" basis. General Contractor shall name Landlord and Landlord's mortgagees as additional insureds ("Additional Insureds") under General Contractor's insurance policies per form, CG2010 10/01 and CG2037 10/01 or their equivalents, to provide coverage for Additional Insureds' liability arising out of the work of the General Contractor. The additional insured status provided shall be for ongoing and completed operations and shall be deemed primary and non-contributing with respect to any insurance carried independently by the Additional Insureds, for liability arising out of General Contractor's operations. In addition, all such insurance policies shall include a waiver of subrogation endorsement in favor of the Additional Insureds.
- A. Workers' Compensation Insurance providing statutory benefits and limits that shall fully comply with all state and federal requirements applying to this insurance in the state where the Project is located and Employer's Liability Insurance with limits as set forth above.
 - B. Comprehensive Automobile Liability Insurance with coverage for all owned, non-owned, and hired vehicles with limits as set forth above.
 - C. Commercial General Liability insurance including but not limited to, coverage for products/completed operations, premises/operations, contractual and personal/advertising injury liabilities, with a cross-liability endorsement, severability-of-interests clause, and providing coverage for explosion, collapse, and underground hazards, with limits as set forth above. Commercial General Liability coverage, including completed operations coverage, must remain in force through the statute of limitations applicable to the state in which the project is located, with Additional Insureds as noted above.
 - D. Excess/Umbrella Liability with limits as set forth above.
 - E. Professional Liability Insurance and Errors and Omission Insurance, with limits as set forth above. Such professional liability insurance shall be maintained, renewed or replaced annually and shall be structured to provide coverage for claims that are presented for at least five years after final completion of the project.

- 5.2 Proof of Insurance Required.** General Contractor shall furnish to Landlord concurrently with the execution of its contract and upon each renewal thereafter, all certificates of insurance, including those of lower-tier subcontractors and vendors, in a form reasonable acceptable to Landlord evidencing that such coverage is in full force and effect. General Contractor shall coordinate all insurance certificates prior to mobilization and before any contract work will be allowed to commence on the project site. General Contractor's failure to provide adequate proof of insurance as required by this Lease shall entitle Landlord to withhold any payment to General Contractor.
- 5.3 Lower-tier Contractor Insurance.** In the event that a portion of the contract work is performed through the use of lower-tier subcontractors, General Contractor shall require lower-tier subcontractors to comply with all insurance requirements contained in this Exhibit, including the limits thereof. General Contractor shall monitor lower-tier contractors' insurance certificates for compliance with the insurance provisions of this Exhibit.
- 5.4 Other Terms and Conditions of Insurance.** Each insurance policy shall provide that it shall not be canceled or materially changed without at least thirty (30) days prior written notice to Landlord. Any self-insurance by General Contractor shall be specifically disclosed to Landlord. If an Accord form of insurance certificate is provided by General Contractor, the following words must be deleted with regard to such notice: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives." The insurance documents must specifically show that the indemnification agreements in the contract and Lease are specifically covered and insured.
- 5.5 Waiver of Subrogation.** The insurance carriers for each coverage set forth in the contract and this Exhibit shall waive all rights of subrogation which the insurer may have against any of the Additional Insureds.
- 5.6 No Limitation of Liability.** Failure to obtain and maintain required insurance shall not relieve General Contractor of any obligation contained in the contract. Additionally, any approval by Landlord of any of General Contractor's insurance policies shall not relieve General Contractor of any obligation contained in the contract, including liability for claims in excess of described limits.
- 6. CERTIFICATE HOLDER: QUASAR, LLC**

EXHIBIT B-1

BASE RENT SCHEDULE

Period	Annual Base Rent	Monthly Base Rent
Effective Date through December 31, 2019 (Lease Year 1)	\$ 938,952.00	\$78,246.00
January 1, 2020 through December 31, 2020 (Lease Year 2)	\$ 957,731.04	\$79,810.92
Lease Year 3	\$ 976,885.66	\$81,407.14
Lease Year 4	\$ 996,423.37	\$83,035.28
Lease Year 5	\$1,016,351.84	\$84,695.99
Lease Year 6	\$1,036,678.88	\$86,389.91
Lease Year 7	\$1,057,412.46	\$88,117.70
Lease Year 8	\$1,078,560.71	\$89,880.06
Lease Year 9	\$1,100,131.92	\$91,677.66
Lease Year 10	\$1,122,134.56	\$93,511.21
Lease Year 11	\$1,144,577.25	\$95,381.44
Lease Year 12	\$1,167,468.79	\$97,289.07
Lease Year 13	\$1,190,818.17	\$99,234.85
Lease Year 14	\$1,214,634.53	\$101,219.54
Lease Year 15	\$1,238,927.22	\$103,243.94
Lease Year 16	\$1,263,705.77	\$105,308.81
Lease Year 17	\$1,288,979.88	\$107,414.99
Lease Year 18	\$1,314,759.48	\$109,563.29
Lease Year 19	\$1,341,054.67	\$111,754.56
Lease Year 20	\$1,367,875.76	\$113,989.65
Lease Year 21	\$1,395,233.28	\$116,269.44
Lease Year 22 (if applicable)	\$1,423,137.95	\$118,594.83

EXHIBIT B-2

ALLOWANCE RENT SCHEDULE

Period	Annual Base Rent	Monthly Base Rent
Modified Term Commencement Date through 12th Full Calendar Month of the Modified First Extended Term	\$203,755.16	\$16,979.60
Months 13 through 24	\$207,830.27	\$17,319.19
Months 25 through 36	\$211,986.87	\$17,665.57
Months 37 through 48	\$216,226.61	\$18,018.88
Months 49 through 60	\$220,551.14	\$18,379.26
Months 61 through 72	\$224,962.16	\$18,746.85
Months 73 through 84	\$229,461.41	\$19,121.78
Months 85 through 96	\$234,050.63	\$19,504.22
Months 97 through 108	\$238,731.65	\$19,894.30
Months 109 through 120	\$243,506.28	\$20,292.19
Months 121 through 132	\$248,376.41	\$20,698.03
Months 133 through 144	\$253,343.93	\$21,111.99
Months 145 through 156	\$258,410.81	\$21,534.23
Months 157 through 168	\$263,579.03	\$21,964.92
Months 169 through 180	\$268,850.61	\$22,404.22
Months 181 through 192	\$274,227.62	\$22,852.30
Months 193 through 204	\$279,712.17	\$23,309.35
Months 205 through 216	\$285,306.42	\$23,775.53
Months 217 through 228	\$291,012.55	\$24,251.05
Months 229 through 240	\$296,832.80	\$24,736.07

April 24, 2019

Illinois Health Facilities and Services Review Board
525 W. Jefferson St, 2nd Floor
Springfield, IL 62761

To Whom It May Concern:

Bank of America has an ongoing banking relationship with DuPage Medical Group, Ltd. and hereby affirms that as of April 24, 2019, DuPage Medical Group has accounts with cash balances in excess of \$2,500,000 which are immediately available for funding equipment purchases and other capital expenditures associated with the operation of Chicago Prostate Cancer Surgery Center, LLC, a wholly-owned subsidiary of DuPage Medical Group.

Kind Regards,



Margret Smith
Vice President
Treasury Solutions
Healthcare, Education & Not-for-Profit
Bank of America Merrill Lynch
Bank of America, N.A.
IL4-135-07-12, 135 S. LaSalle St., Chicago, IL 60603
T 312.992.4535 F 312.533.1483
margret.smith@baml.com

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Section VII, 1120.130 Financial Viability
Financial Viability Waiver

This project is not for the establishment of a health care facility or for the addition of a category of service. Therefore, based on technical assistance from the State Board staff, the Applicant was advised that it was not required to provide financial statements or financial viability ratios. Further, there will be no financed capital costs associated with the project.

Section VII, Financial Viability
Criterion 1120.140 – Financial Viability Waiver

The project will be funded entirely with cash. A copy of the letter from Bank of America evidencing sufficient funds to finance the proposed project is attached as Attachment 35.

April 24, 2019

Illinois Health Facilities and Services Review Board
525 W. Jefferson St, 2nd Floor
Springfield, IL 62761

To Whom It May Concern:

Bank of America has an ongoing banking relationship with DuPage Medical Group, Ltd. and hereby affirms that as of April 24, 2019, DuPage Medical Group has accounts with cash balances in excess of \$2,500,000 which are immediately available for funding equipment purchases and other capital expenditures associated with the operation of Chicago Prostate Cancer Surgery Center, LLC, a wholly-owned subsidiary of DuPage Medical Group.

Kind Regards,



Margret Smith
Vice President
Treasury Solutions
Healthcare, Education & Not-for-Profit
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Section VIII, Economic Feasibility Review Criteria
Criterion 1120.140(A), Reasonableness of Financing Arrangements

Attached at Attachment – 36A is a letter from Michael A. Kasper attesting that the total estimated project costs will be funded entirely with cash.

3010 Highland Parkway, Suite 800
Downers Grove, IL 60515

DuPageMedicalGroup.com

Richard Sewell
Interim Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Reasonableness of Financing Arrangements

Dear Mr. Sewell:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 and pursuant to 77 Ill. Admin. Code § 1120.140(a) that the total estimated project costs and related costs will be funded in total with cash and cash equivalents (operating lease).

Sincerely,

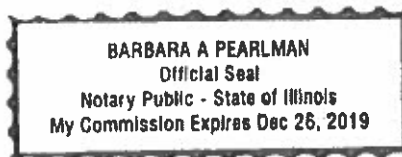


Michael A. Kasper

Chicago Prostate Cancer Surgery Center, LLC
DuPage Medical Group, Ltd.

Subscribed and sworn to me
This 25th day of April, 2019


Notary Public



Section VIII, Economic Feasibility Review Criteria
Criterion 1120.140(B), Conditions of Debt Financing

This project will be funded in total with cash and cash equivalents. Accordingly, this criterion is not applicable.

Section VIII, Economic Feasibility Review Criteria
Criterion 1120.140C, Reasonableness of Project and Related Costs

1. The Cost and Gross Square Feet by Department is provided in the table below.

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below) CLINICAL	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New Circ.*		Gross Sq. Ft. Mod. Circ.*		Const. \$ (A x C)	Mod. \$ (B x E)	
CLINICAL									
ASTC	\$157.27				6,746			\$1,060,925	\$1,060,925
Contingency									
TOTAL CLINICAL	\$157.27				6,746			\$1,060,925	\$1,060,925
NON- CLINICAL									
ASTC	\$278.70				4,459			\$1,242,725	\$1,242,725
Contingency									
TOTAL NON- CLINICAL	\$278.70				4,459			\$1,242,725	\$1,242,725
TOTAL	\$205.59				11,205			\$2,303,650	\$2,303,650

* Include the percentage (%) of space for circulation

2. Table 1120.310(c) lists the equipment costs for the addition of spine surgery procedures.

Table 1120.310(c)			
	ASTC	State Standard	Above/Below State Standard
Modernization Contracts	\$1,060,925	\$281.00 per gross square foot \$281.00 x 6,746 = \$1,895,626	Below State Standard
Architectural/Engineering Fees	\$96,988	7.76% - 11.66% x Modernization Contracts + Contingencies 7.76% - 11.66% x \$1,060,925 = \$82,327.78 - \$123,703.86	Meets State Standard
Consulting and Other Fees	\$31,060	No Standard	No Standard

Table 1120.310(c)

	ASTC	State Standard	Above/Below State Standard
Moveable and Other Equipment	\$807,303	\$489,744.71 per operating room \$489,744.71 x 2 operating rooms = \$979,489.42	Below State Standard
Other Costs to be Capitalized	\$504,513	No Standard	No Standard

Section VIII, Economic Feasibility Review Criteria
Criterion 1120.140D, Projected Operating Costs

Operating Expenses	\$4,932,816.53
Treatments	2,473
Capital Costs per Treatment	\$1,994.67

Section VIII, Economic Feasibility Review Criteria
Criterion 1120.140E, Total Effect of Project on Capital Costs

Capital Costs	\$498,301.74
Treatments	2,473
Capital Costs per Treatment	\$201.50

Section IX, Safety Net Impact Statement

The proposed project is non-substantive as it involves the addition of obstetrics/gynecology, orthopedic, pain management, podiatry and general surgery procedures to an existing ASTC. Accordingly, this criterion is not applicable.

Section X, Charity Care Information

The table below provides charity care information for as required by Section 1110.110(c) of the State Board's rules.

CHARITY CARE			
	2016	2017	2018
Net Patient Revenue	\$1,867,364	\$2,124,810	2,297,809
Amount of Charity Care (charges)	\$0	\$0	\$0
Cost of Charity Care	\$0	\$0	\$0

Appendix I – Physician Referral Letter

Attached as Appendix 1 is the physician referral from DuPage Medical Group projecting 2,473 patients will be referred to the Surgery Center within 12 to 24 months of project completion.

3010 Highland Parkway, Suite 800
Downers Grove, IL 60515

DuPageMedicalGroup.com

Richard H. Sewell
Interim Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Sewell:

I am writing on behalf of my practice, DuPage Medical Group, Ltd. ("DMG") in support of the expansion of surgical services at Chicago Prostate Cancer Surgery Center, LLC ("CPSC"). Among other specialists, DMG employs physicians specializing in pain management (anesthesiology), general surgery, obstetrics and gynecology, orthopedics, and podiatry. Our existing surgery center in Lombard is highly utilized whereas CPSC has historically experienced low utilization. With the expansion of CPSC, many patients we would otherwise refer to the Lombard surgery center will be referred to CPSC, allowing both surgery centers to operate at more optimal levels.

Over the past twelve months (from January 1, 2018 to December 31, 2018, for the zip codes listed on Exhibit 1, DMG physicians, Martin R. Gallo, M.D., Marc Asselmeier, M.D., Gregory H. Dairyko, M.D., Andre Ivy, M.D., Andrew Kim, M.D., Joanne Labriola, M.D., Vijay E. Thangamani, M.D., David, Tulipan, M.D., Kevin F. Walsh, M.D., Mehul Sekhadia, M.D., Gaurav Vajaria, M.D., Steven Mather, M.D., Paul P. Ronjon, M.D., Gregory Grant, M.D., and Ranko Miocinovic performed a total of 4,151 outpatient surgical procedures and those physicians referred those cases to the following hospitals and surgery centers. Referrals to existing surgery centers and hospitals over the past 12 months by physician are attached at Exhibit 2.

With the expansion of CPSC, we expect our employed physicians to refer these cases as noted below.

Hospital / Licensed ASTC	Hospital and Licensed ASTC (number of cases) Most recent 12 months	Projected Referrals to CPSC after Project Completion
Adventist Hinsdale Hospital	71	0
Advocate Good Samaritan Hospital	120	0
Central DuPage Hospital	54	0
Chicago Prostate Surgery Center	11	11
Edward Hospital	708	0

3010 Highland Parkway, Suite 800
Downers Grove, IL 60515

DuPageMedicalGroup.com


Hospital / Licensed ASTC	Hospital and Licensed ASTC (number of cases) Most recent 12 months	Projected Referrals to CPSC after Project Completion
Elmhurst Memorial Hospital	436	0
Elmhurst Outpatient Surgery Center	93	0
Naperville Surgical Center	185	0
Surgical Center of DMG	2,473	2,473
Total	4,151	2,484

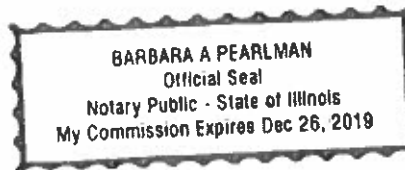
These referrals have not been used to support another pending or approved certificate of need application.

The information in this letter is true and correct to the best of my knowledge.

DMG supports the proposed expansion of surgical specialties at CPSC.

Sincerely,


Name: Michael Kasper
Title: Chief Executive Officer
3010 Highland Parkway, Suite 800
Downers Grove, Illinois 60515



Subscribed and sworn to me
This 25th day of April, 2019


Notary Public

Exhibit 1

Referrals by Physician

Martín Gallo, M.D.	
Hospital / Licensed ASTC	Hospital and Licensed ASTC (number of cases) Most recent 12 months
Advocate Good Samaritan Hospital	50
DMG Surgical Center	66
Total	116

Marc Asselmeier, M.D.	
Hospital / Licensed ASTC	Hospital and Licensed ASTC (number of cases) Most recent 12 months
Edward Hospital	52
DMG Surgical Center	251
Total	303

Gregory Diaryko, M.D.	
Hospital / Licensed ASTC	Hospital and Licensed ASTC (number of cases) Most recent 12 months
Elmhurst Memorial Hospital	63
Elmhurst Outpatient Surgery Center	5
DMG Surgical Center	112
Total	180

Andre Ivy, M.D.	
Hospital / Licensed ASTC	Hospital and Licensed ASTC (number of cases) Most recent 12 months
Advocate Good Samaritan Hospital	4
Elmhurst Memorial Hospital	65
Elmhurst Outpatient Surgery Center	3
DMG Surgical Center	377
Total	449

Andrew Kim	
Hospital / Licensed ASTC	Hospital and Licensed ASTC (number of cases) Most recent 12 months
Edward Hospital	16
Naperville Surgical Center	57
Total	73

Joanne Labriola, M.D.	
Hospital / Licensed ASTC	Hospital and Licensed ASTC (number of cases) Most recent 12 months
Advocate Good Samaritan Hospital	3
Elmhurst Memorial Hospital	179
DMG Surgical Center	192
Total	374

Vijay Thangamani, M.D.	
Hospital / Licensed ASTC	Hospital and Licensed ASTC (number of cases) Most recent 12 months
Elmhurst Memorial Hospital	77
Elmhurst Outpatient Surgery Center	20
DMG Surgical Center	51
Total	148

David Tulipan, M.D.	
Hospital / Licensed ASTC	Hospital and Licensed ASTC (number of cases) Most recent 12 months
Advocate Good Samaritan Hospital	25
Elmhurst Memorial Hospital	20
Elmhurst Outpatient Surgery Center	6
DMG Surgical Center	632
Total	683

Keyin Walsh, M.D.	
Hospital / Licensed ASTC	Hospital and Licensed ASTC (number of cases) Most recent 12 months
Central DuPage Hospital	45
Edward Hospital	197
Naperville Surgical Center	17
DMG Surgical Center	115
Total	374

Steven Mather, M.D.	
Hospital / Licensed ASTC	Hospital and Licensed ASTC (number of cases) Most recent 12 months
Advocate Good Samaritan Hospital	28
Edward Hospital	1
Elmhurst Memorial Hospital	29
DMG Surgical Center	27
Total	85

Paul P. Ronjon, M.D.

Hospital / Licensed ASTC	Hospital and Licensed ASTC (number of cases) Most recent 12 months
Advocate Good Samaritan Hospital	3
Edward Hospital	120
DMG Surgical Center	2
Total	125

Mehul Sekhadia, M.D.	
Hospital / Licensed ASC	Hospital and Licensed ASC (number of cases) Most recent 12 months
Elmhurst Outpatient Surgery Center	59
DMG Surgical Center	128
Total	187

Gaurav Vajaria, M.D.	
Hospital / Licensed ASTC	Hospital and Licensed ASTC (number of cases) Most recent 12 months
Adventist Hinsdale Hospital	71
Advocate Good Samaritan Hospital	7
Edward Hospital	19
Naperville Surgical Center	70
DMG Surgical Center	186
Total	353

Gregory Grant	
Hospital / Licensed ASTC	Hospital and Licensed ASTC (number of cases) Most recent 12 months
Edward Hospital	203
DMG Surgical Center	248
Total	451

Ranko Miocinovic, M.D.	
Hospital / Licensed ASTC	Hospital and Licensed ASTC (number of cases) Most recent 12 months
Central DuPage Hospital	9
Chicago Prostate Surgery Center	11
Edward Hospital	100
Elmhurst Memorial Hospital	3
Naperville Surgical Center	41
DMG Surgical Center	86
Total	250

Exhibit 2

Referrals by Surgical Specialty and Patient Zip Code

Obstetrics/Gynecology	
Zip Code	Number of Cases
60564	4
60516	7
60517	3
60491	1
60137	6
60187	3
60585	1
60565	2
60586	1
60101	5
60515	11
60126	3
60148	11
60402	1
60634	1
60521	2
60551	1
60108	1
60561	5
60532	5
60193	1
60439	3
60181	5
60559	3
60504	1
60188	2
60506	1
60440	4
60563	1
60542	1
60446	1
60139	1
60502	1
60462	1
60190	1
60133	1
60638	1

Obstetrics/Gynecology	
Zip Code	Number of Cases
60490	1
60172	1
60513	1
60423	1
60514	2
60177	1
60124	1
60655	1
60647	1
60609	1
60103	2
Total	116

Orthopedics			
Zip Code	Number of Cases	Zip Code	Number of Cases
60175	7	60527	54
60545	4	60130	6
60564	58	60644	1
60554	5	60561	49
60403	15	60532	82
60134	11	60193	3
60516	124	60439	32
60517	88	60181	73
60305	3	60559	64
60491	8	60504	34
60137	98	60503	17
60540	114	60188	60
60187	56	60409	1
60585	27	60506	7
60565	97	60544	36
60586	31	60440	60
60191	14	60189	51
60106	21	60563	60
60707	5	60538	12
60163	5	60525	28
60101	41	60560	9
60515	103	60542	7
60155	6	60446	34
60614	3	60139	33
60126	91	60431	18
60148	167	60502	21
60402	8	60505	12
60165	1	60462	4
60302	6	61350	1
60004	3	60171	4
60634	4	60190	23
60521	32	60133	17
60613	1	60140	2
60146	1	60638	9
60176	1	60441	22
60543	26	60455	3
60458	2	60467	9
60050	3	60487	6
60136	1	60490	34

Orthopedics			
Zip Code	Number of Cases	Zip Code	Number of Cases
60107	7	46319	1
60612	3	60164	12
60660	1	60451	4
60108	28	38343	1
60651	1	60104	7
60192	2	60162	1
60131	10	60020	1
60640	1	60016	4
60153	5	60523	27
60546	1	60456	1
60304	5	60465	2
60534	7	60555	23
60172	19	60447	1
60513	12	60477	1
60652	1	60410	2
60419	1	60548	3
60654	1	60541	2
60154	13	60481	2
60480	4	60641	1
60526	10	60068	1
60448	4	60056	3
60558	9	60007	3
60464	3	60142	1
60174	13	60628	1
60445	3	60415	1
60435	14	60018	2
60404	6	60657	1
60423	1	60070	1
60610	4	60625	2
60160	2	60620	1
60701	1	60123	3
60453	3	60124	1
60015	1	60520	1
60552	2	80214	1
60514	12	60804	1
60067	2	60436	4
60185	38	95608	1
60177	3	85086	1
60556	1	78613	1
77077	1	60655	2

Orthopedics			
Zip Code	Number of Cases	Zip Code	Number of Cases
61938	1	60646	1
61853	1	60629	1
61341	4	60624	1
61016	1	60618	1
60706	1	60615	1
60661	1	60611	1
60607	1	60501	1
60605	2	60482	1
60556	1	60463	1
60510	10	60461	1
60507	1	60450	1
60449	1	60178	2
60433	1	60152	1
60432	1	60143	1
60426	1	60135	1
60418	2	60120	4
60416	1	60119	1
60184	4	60115	1
60103	36	37122	1
60090	1	34996	1
60013	1	34134	1
53121	1	34103	1
48167	1	29715	1
46311	1	28134	1
45242	1	60005	1
44004	1	84032	1
61320	1	61362	1
61342	1	60603	1
60417	1	60468	1
60805	1	48348	1
46385	1	36532	1
60452	1	46410	1
75089	1		
Total			2,794

Pain Management			
Zip Code	Number of Cases	Zip Code	Number of Cases
60175	3	60104	1
60134	3	60016	1
60516	1	60153	2
60491	1	60172	7
60137	2	60154	3
60187	4	60526	1
60191	1	60174	1
60106	3	60803	1
60707	3	60202	1
60101	4	60068	5
60126	6	60056	1
60148	2	60062	3
60402	1	60142	2
60004	3	60093	1
60176	2	60089	3
60107	5	60169	5
60108	11	60026	2
60527	2	60025	1
60561	1	60631	5
60193	4	60194	1
60181	3	60099	1
60559	1	60018	2
60188	15	60005	2
60189	2	60124	1
60525	2	61377	1
60139	9	60706	1
60133	6	60646	1
60441	1	60609	1
60070	1	60119	3
60610	1	60118	2
60714	1	60103	9
60453	1	60090	1
60067	1	60010	1
60185	3	60031	1
60123	1	60157	1
60184	1	60121	1
Total			187

Podiatry			
Zip Code	Number of Cases	Zip Code	Number of Cases
60564	13	60139	2
60403	4	60431	6
60134	1	60502	3
60516	7	60505	2
60517	6	60190	4
60137	7	60441	3
60540	11	60487	1
60187	6	60490	6
60585	14	60451	1
60565	9	60523	3
60586	22	60546	3
60101	3	60555	4
60515	6	60172	3
60126	5	60513	1
60148	8	60652	1
60402	1	60654	1
60521	2	60526	2
60543	8	60448	1
60458	1	60558	1
60108	3	60174	3
60527	5	60435	4
60561	6	60404	3
60532	14	60423	3
60439	1	60447	2
60559	2	60410	2
60504	6	60548	1
60503	2	60481	1
60188	3	60452	1
60506	1	60641	2
60544	20	60142	1
60440	12	60194	2
60189	9	60453	1
60563	12	60514	4
60538	7	60185	3
60525	3	60177	1
60542	4	53562	1
60446	3	60436	1
62269	2	60510	2

Podiatry			
Zip Code	Number of Cases	Zip Code	Number of Cases
60450	1	60426	1
60480	1	60143	1
60119	1	60103	1
60084	2	53151	2
60560	8		
Total			353

General Surgery			
Zip Code	Number of Cases	Zip Code	Number of Cases
60175	1	60544	15
60545	1	60440	17
60564	36	60189	5
60403	3	60563	31
60516	5	60538	6
60517	21	60656	1
60137	5	78641	1
60540	48	60553	1
60187	9	60525	1
60585	10	60560	6
60565	36	60542	1
60586	15	60446	7
60101	1	60139	5
60515	3	60431	5
60126	3	60502	8
60148	8	60505	4
60004	2	60462	1
60521	1	61350	1
60543	17	60190	2
60107	1	60133	2
60527	1	60140	1
60561	4	60490	8
60532	12	60555	5
60439	4	60174	2
60559	3	60435	2
60504	18	60473	1
60503	5	60447	1
60188	4	60410	1
60409	1	61021	1
60506	4	60160	1
60453	1	61111	1
60185	1	61010	1
60177	1	61001	1
91344	1	60611	2
81212	1	60536	1
80211	1	60531	1
72088	1	60512	1
62442	1	60433	1
60157	2	60103	3
60145	1	60077	1

General Surgery			
Zip Code	Number of Cases	Zip Code	Number of Cases
53011	1	34465	1
Total			451

Urology			
Zip Code	Number of Cases	Zip Code	Number of Cases
60175	2	60446	6
60545	1	60139	1
60564	6	60431	3
60554	2	60505	4
60403	5	60462	2
60134	4	60135	1
60516	2	60190	2
60517	10	60133	1
60491	1	60441	3
60137	3	60467	3
60540	13	60487	1
60187	3	60490	3
60585	2	60451	1
60565	24	60104	1
60586	3	60523	5
60191	1	60172	2
60106	1	60526	2
60515	4	60448	2
60126	2	60558	1
60148	6	60174	1
60302	1	60445	1
60543	4	60435	1
60108	1	60473	1
60527	4	60404	2
60532	11	61354	3
60439	1	85641	2
60181	2	60423	2
60504	6	60430	1
60503	1	60447	1
60188	3	60477	2
60506	3	60410	1
60544	4	60803	2
60440	9	61021	1
60189	2	60548	1
60563	11	60142	3
60538	3	60406	1
60525	1	60453	2
60560	3	60619	1
60542	2	60567	1
60510	1	60434	1

Urology			
Zip Code	Number of Cases	Zip Code	Number of Cases
60433	2	60424	1
60103	3	60045	1
Total			250

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

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ORIGINAL

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April 25, 2019

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FEDERAL EXPRESS

Michael Constantino
Supervisor, Project Review Section
Illinois Department of Public Health
Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761

Re: Application for Permit – Chicago Prostate Cancer Surgery Center

Dear Mr. Constantino:

I am writing on behalf of DuPage Medical Group, Ltd. and Chicago Prostate Cancer Surgery Center, LLC (collectively, "Applicant") to submit the attached Application for Permit to add obstetrics/gynecology, orthopedics, pain management, podiatry and general surgery to its existing ambulatory surgical treatment center in Westmont, Illinois. For your review, I have attached an original and one copy of the following documents:

1. Check for \$2,500 for the application processing fee;
2. Completed Application for Permit;
3. Copies of Certificate of Good Standing for the Applicants;
4. Authorization to Access Information; and
5. Physician Referral Letter.

Thank you for your time and consideration of Applicant's application for permit. If you have any questions or need any additional information to complete your review of the Applicant's application for permit, please feel free to contact me.

Sincerely,

Anne M. Cooper

Attachments