

**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: 25 East Same Day Surgery, LLC		
Street Address: 25 East Washington St. Suite 300		
City and Zip Code: Chicago 60602		
County: Cook	Health Service Area: 006	Health Planning Area: 030

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

Exact Legal Name: 25 East Same Day Surgery, LLC	
Street Address: 25 East Washington St. Suite 300	
City and Zip Code: Chicago 60602	
Name of Registered Agent: CT Corporation System	
Registered Agent Street Address: 208 S. LaSalle, Suite 814	
Registered Agent City and Zip Code: Chicago, IL 60604	
Name of Chief Executive Officer: Chris Hartshorn	
CEO Street Address: 10733 Sunset Office Dr.	
CEO City and Zip Code: St. Louis, MO 63127	
CEO Telephone Number: 314-800-2000	

Type of Ownership of Applicants

<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

- 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 P.C.
Address: 150 N. Riverside Plaza, Ste. 3000 Chicago, IL 60606
Telephone Number: 312-873-3639
E-mail Address: kfriedman@polsinelli.com

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

Name: Catherine Weaver
Title: Regional Vice President
Company Name: United Surgical Partners International, Inc.
Address: 15305 Dallas Parkway, Addison, TX 75001
Telephone Number: 317-679-7352
E-mail Address: caweaver@uspi.com

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City and Zip Code: Chicago 60602		
County: Cook	Health Service Area: 006	Health Planning Area: 030

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

Exact Legal Name: NorthShore/USP Surgery Centers II, LLC	
Street Address: 15305 Dallas Parkway	
City and Zip Code: Addison, TX 75001	
Name of Registered Agent: CT Corporation System	
Registered Agent Street Address: 208 S. LaSalle, Suite 814	
Registered Agent City and Zip Code: Chicago, IL 60604	
Name of Chief Executive Officer: Chris Hartshorn	
CEO Street Address: 10733 Sunset Office Dr.	
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City and Zip Code: Chicago 60602		
County: Cook	Health Service Area: 006	Health Planning Area: 030

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

Exact Legal Name: United Surgical Partners International, Inc.		
Street Address: 15305 Dallas Parkway, Suite 1600		
City and Zip Code: Addison, TX 75001		
Name of Registered Agent: CT Corporation System		
Registered Agent Street Address: 1999 Bryan St., Ste. 900		
Registered Agent City and Zip Code: Dallas, TX 75201		
Name of Chief Executive Officer: Chris Hartshorn		
CEO Street Address: 10733 Sunset Office Dr.		
CEO City and Zip Code: St. Louis, MO 63127		
CEO Telephone Number: 314-800-2000		

Type of Ownership of Applicants

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership	
<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental	
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- 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: Regional Vice President
Company Name: United Surgical Partners International, Inc.
Address: 15305 Dallas Parkway, Addison, TX 75001
Telephone Number: 317-679-7352
E-mail Address: caweaver@uspi.com

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 P.C.
Address: 150 N. Riverside Plaza, Ste. 3000 Chicago, IL 60606
Telephone Number: 312-873-3639
E-mail Address: kfriedman@polsinelli.com

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: 25 East Washington Associates, L.P.
Address of Site Owner: 111 W. Washington St. Chicago, IL 60602
Street Address or Legal Description of the Site: Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statements, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease, or a lease.
APPEND DOCUMENTATION AS <u>ATTACHMENT 2</u> , 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: 25 East Same Day Surgery, LLC	
Address: 25 East Washington St. Suite 300 Chicago, IL 60602	
<input type="checkbox"/> Non-profit Corporation <input type="checkbox"/> For-profit Corporation <input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership <input type="checkbox"/> Governmental <input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Other	
<ul style="list-style-type: none"> Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership. 	
APPEND DOCUMENTATION AS <u>ATTACHMENT 3</u> , 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.

25 East Same Day Surgery, LLC, NorthShore/USP Surgery Centers II, LLC and United Surgical Partners International, Inc. (the "Applicants") are requesting to discontinue 25 East Same Day Surgery (the "Surgery Center"), an existing four operating room ambulatory surgical treatment center located at 25 East Washington St. Suite 300 Chicago, IL 60602.

There are no project costs associated with this project.

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	\$0	\$0	\$0
Site Survey and Soil Investigation	\$0	\$0	\$0
Site Preparation	\$0	\$0	\$0
Off Site Work	\$0	\$0	\$0
New Construction Contracts	\$0	\$0	\$0
Modernization Contracts	\$0	\$0	\$0
Contingencies	\$0	\$0	\$0
Architectural/Engineering Fees	\$0	\$0	\$0
Consulting and Other Fees	\$0	\$0	\$0
Movable or Other Equipment (not in construction contracts)	\$0	\$0	\$0
Bond Issuance Expense (project related)	\$0	\$0	\$0
Net Interest Expense During Construction (project related)	\$0	\$0	\$0
Fair Market Value of Leased Space or Equipment	\$0	\$0	\$0
Other Costs To Be Capitalized	\$0	\$0	\$0
Acquisition of Building or Other Property (excluding land)	\$0	\$0	\$0
TOTAL USES OF FUNDS	\$0	\$0	\$0
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	\$0	\$0	\$0
Pledges	\$0	\$0	\$0
Gifts and Bequests	\$0	\$0	\$0
Bond Issues (project related)	\$0	\$0	\$0
Mortgages	\$0	\$0	\$0
Leases (fair market value)	\$0	\$0	\$0
Governmental Appropriations	\$0	\$0	\$0
Grants	\$0	\$0	\$0
Other Funds and Sources	\$0	\$0	\$0
TOTAL SOURCES OF FUNDS	\$0	\$0	\$0
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

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:

<p>Land acquisition is related to project <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Purchase Price: \$ _____</p> <p>Fair Market Value: \$ _____</p>
<p>The project involves the establishment of a new facility or a new category of service <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>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.</p> <p>Estimated start-up costs and operating deficit cost is \$ _____.</p>

Project Status and Completion Schedules

For facilities in which prior permits have been issued please provide the permit numbers.
<p>Indicate the stage of the project's architectural drawings:</p> <p style="text-align: center;"> <input checked="" type="checkbox"/> None or not applicable <input type="checkbox"/> Preliminary <input type="checkbox"/> Schematics <input type="checkbox"/> Final Working </p>
<p>Anticipated project completion date (refer to Part 1130.140): <u>Upon HFSRB approval</u></p>
<p>Indicate the following with respect to project expenditures or to financial commitments (refer to Part 1130.140):</p> <p> <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 type="checkbox"/> Financial Commitment will occur after permit issuance. </p>
<p>APPEND DOCUMENTATION AS <u>ATTACHMENT 8</u>, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</p>

State Agency Submittals [Section 1130.620(c)]

<p>Are the following submittals up to date as applicable:</p> <p> <input checked="" type="checkbox"/> Cancer Registry <input type="checkbox"/> APORS <input checked="" 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 </p> <p>Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.</p>

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

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:

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

This Application is filed on the behalf of 25 East Same Day Surgery, 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

Chris Hartshorn
PRINTED NAME

Manager
PRINTED TITLE



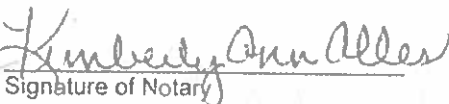
SIGNATURE

Catherine Weaver
PRINTED NAME

Member
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 14 day of October 2019

Notarization:
Subscribed and sworn to before me
this 15 day of October



Signature of Notary

Seal




Signature of Notary

Seal



*Insert EXACT legal name of the applicant

CERTIFICATION

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

This Application is filed on the behalf of NorthShore/USP Surgery Centers II, 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

Chris Hartshorn
PRINTED NAME

Member, Manager
PRINTED TITLE



SIGNATURE

Catherine Weaver
PRINTED NAME

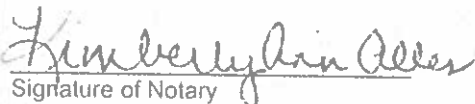
Member, Manager
PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 14 day of October 2019

Notarization:

Subscribed and sworn to before me
this 15 day of October



Signature of Notary

Seal



*Insert EXACT legal name of the applicant



Signature of Notary

Seal



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;
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- 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 United Surgical Partners International 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.

Chris Hartshorn
SIGNATURE

Chris Hartshorn
PRINTED NAME

Market President, Manager
PRINTED TITLE

Catherine Weaver
SIGNATURE

Catherine Weaver
PRINTED NAME

Regional Vice President, Manager
PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 14 day of October 2019

Notarization:

Subscribed and sworn to before me
this 15 day of October

Kimberly Ann Alles
Signature of Notary

Seal



[Signature]
Signature of Notary

Seal



*Insert EXACT legal name of the applicant

SECTION II. DISCONTINUATION

This Section is applicable to the discontinuation of a health care facility, relocation of a health care facility, or discontinuation of more than one category of service in a 6-month period. **NOTE:** If the project is solely for discontinuation and if there is no project cost, the remaining Sections of the application are not applicable.

Criterion 1110.290 – Discontinuation

READ THE REVIEW CRITERION and provide the following information:

GENERAL INFORMATION REQUIREMENTS

1. Identify the categories of service and the number of beds, if any that is to be discontinued.
2. Identify all of the other clinical services that are to be discontinued.
3. Provide the anticipated date of discontinuation for each identified service or for the entire facility.
4. Provide the anticipated use of the physical plant and equipment after the discontinuation occurs.
5. Provide the anticipated disposition and location of all medical records pertaining to the services being discontinued and the length of time the records will be maintained.
6. For applications involving the discontinuation of an entire facility, certification by an authorized representative that all questionnaires and data required by HFSRB or DPH (e.g., annual questionnaires, capital expenditures surveys, etc.) will be provided through the date of discontinuation, and that the required information will be submitted no later than 90 days following the date of discontinuation.

REASONS FOR DISCONTINUATION

The applicant shall state the reasons for the discontinuation and provide data that verifies the need for the proposed action. See criterion 1110.290(b) for examples.

IMPACT ON ACCESS

1. Document whether or not the discontinuation of each service or of the entire facility will have an adverse effect upon access to care for residents of the facility's market area.
2. Document that a written request for an impact statement was received by all existing or approved health care facilities (that provide the same services as those being discontinued) located within the planning area.

APPEND DOCUMENTATION AS **ATTACHMENT 10**, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

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 (Not Applicable)**

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 (Not Applicable)

- 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: (Not Applicable)

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: (Not Applicable)

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: (Not Applicable)

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: (Not Applicable)

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.

The following Sections **DO NOT** need to be addressed by the applicants or co-applicants responsible for funding or guaranteeing the funding of the project if the applicant has a bond rating of A- or better from Fitch's or Standard and Poor's rating agencies, or A3 or better from Moody's (the rating shall be affirmed within the latest 18-month period prior to the submittal of the application):

- Section 1120.120 Availability of Funds – Review Criteria
- Section 1120.130 Financial Viability – Review Criteria
- Section 1120.140 Economic Feasibility – Review Criteria, subsection (a)

VI. 1120.120 - AVAILABILITY OF FUNDS (Not Applicable)

The applicant shall document that financial resources shall be available and be equal to or exceed the estimated total project cost plus any related project costs by providing evidence of sufficient financial resources from the following sources, as applicable [Indicate the dollar amount to be provided from the following sources]:

<p>_____</p>	<p>a) Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to:</p> <p style="margin-left: 40px;">1) the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and</p> <p style="margin-left: 40px;">2) interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion;</p>
<p>_____</p>	<p>b) Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated time table of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.</p>
<p>_____</p>	<p>c) Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;</p>
<p>_____</p>	<p>d) Debt – a statement of the estimated terms and conditions (including the debt time period, variable or permanent interest rates over the debt time period, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including:</p> <p style="margin-left: 40px;">1) For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated;</p> <p style="margin-left: 40px;">2) For revenue bonds, proof of the feasibility of securing the specified amount and interest rate;</p> <p style="margin-left: 40px;">3) For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc.;</p> <p style="margin-left: 40px;">4) For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment;</p> <p style="margin-left: 40px;">5) For any option to lease, a copy of the option, including all</p>

SECTION VII. 1120.130 - FINANCIAL VIABILITY (Not Applicable)

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 (Not Applicable)

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 the following must be submitted for ALL SUBSTANTIVE PROJECTS AND PROJECTS TO DISCONTINUE 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 37.

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

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

INDEX OF ATTACHMENTS		
ATTACHMENT NO.		PAGES
1	Applicant Identification including Certificate of Good Standing	27-29
2	Site Ownership	30-54
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	55-58
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	59
5	Flood Plain Requirements	n/a
6	Historic Preservation Act Requirements	n/a
7	Project and Sources of Funds Itemization	n/a
8	Financial Commitment Document if required	60
9	Cost Space Requirements	n/a
10	Discontinuation	61-104
11	Background of the Applicant	105-116
12	Purpose of the Project	n/a
13	Alternatives to the Project	n/a
14	Size of the Project	n/a
15	Project Service Utilization	n/a
16	Unfinished or Shell Space	n/a
17	Assurances for Unfinished/Shell Space	n/a
	Service Specific:	
18	Medical Surgical Pediatrics, Obstetrics, ICU	n/a
19	Comprehensive Physical Rehabilitation	n/a
20	Acute Mental Illness	n/a
21	Open Heart Surgery	n/a
22	Cardiac Catheterization	n/a
23	In-Center Hemodialysis	n/a
24	Non-Hospital Based Ambulatory Surgery	n/a
25	Selected Organ Transplantation	n/a
26	Kidney Transplantation	n/a
27	Subacute Care Hospital Model	n/a
28	Community-Based Residential Rehabilitation Center	n/a
29	Long Term Acute Care Hospital	n/a
30	Clinical Service Areas Other than Categories of Service	n/a
31	Freestanding Emergency Center Medical Services	n/a
32	Birth Center	n/a
	Financial and Economic Feasibility:	
33	Availability of Funds	n/a
34	Financial Waiver	n/a
35	Financial Viability	n/a
36	Economic Feasibility	n/a
37	Safety Net Impact Statement	117-118
38	Charity Care Information	119

File Number

0001970-4



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

25 EAST SAME DAY SURGERY, L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON DECEMBER 21, 1994, 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 11TH
day of OCTOBER A.D. 2019 .***

Jesse White

SECRETARY OF STATE

Authentication #: 1928400652 verifiable until 10/11/2020

Authenticate at: <http://www.cyberdriveillinois.com>

File Number

0151911-5



To all to whom these Presents Shall Come, Greeting:

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

NORTHSHORE/USP SURGERY CENTERS II, L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON MAY 20, 2005, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 11TH day of OCTOBER A.D. 2019 .

Jesse White

SECRETARY OF STATE

Authentication #: 1928400686 verifiable until 10/11/2020

Authenticate at: <http://www.cyberdriveillinois.com>

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "UNITED SURGICAL PARTNERS INTERNATIONAL, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-NINTH DAY OF AUGUST, A.D. 2018.

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

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



2865387 8300

SR# 20186409063

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

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

Authentication: 203331417

Date: 08-29-18

Attachment - 1

SIXTH AMENDMENT TO OFFICE LEASE

THIS SIXTH AMENDMENT TO OFFICE LEASE (this "Sixth Amendment") is made as of the 15th day of ~~June~~ ^{Sept}, 2016, by and between 25 EAST WASHINGTON ASSOCIATES, L.P., a New York limited partnership ("Landlord"), and 25 EAST SAME DAY SURGERY, L.L.C., an Illinois limited liability company ("Tenant").

RECITALS:

A. Landlord and Same Day Surgery, L.L.C., an Illinois limited liability company ("Original Tenant") entered into a certain Office Lease (the "Original Lease") dated January 12, 1995, whereby Landlord leased to Original Tenant certain premises consisting of 12,336 rentable square feet of space on the third floor (Suite 300) of that certain building located at 25 East Washington Street, Chicago, Illinois for use as an elective non-emergency care, ambulatory surgical center and for a lease term to expire on January 31, 2005.

B. Landlord and Original Tenant entered into a certain First Amendment to Office Lease (the "First Amendment") dated June 26, 1996, whereby Landlord leased to Original Tenant certain additional premises (the "Additional Premises") consisting of 1,426 rentable square feet of space on the 20th floor (Suite 2015) of the aforesaid building, for a lease term to expire on July 31, 2001.

C. Landlord and Original Tenant entered into a certain Second Amendment to Office Lease (the "Second Amendment") dated October 27, 1998, whereby the lease term of the Original Lease, as amended, for the Additional Premises was terminated effective as of July 31, 1998.

D. Landlord, Original Tenant and Tenant entered into a certain Assignment and Assumption of Office Lease and Third Amendment to Office Lease (the "Third Amendment") dated as of January 1, 2004, whereby (i) Original Tenant assigned all of its right, title and interest in and to the Original Lease, as amended, to Tenant, (ii) Tenant accepted such assignment and assumed the Original Lease, as amended, (iii) Landlord consented to such assignment and assumption, (iv) pursuant to a Guaranty of Lease (the "Guaranty") attached to the Third Amendment as Exhibit A, Original Tenant (also referred to herein as "Guarantor") guaranteed the obligations of the tenant under the Original Lease, as amended, and (v) the expiration date of the lease term of the Original Lease, as amended, was extended to January 31, 2015.

E. Landlord and Tenant entered into a certain Fourth Amendment to Office Lease (the "Fourth Amendment") dated August 27, 2014, whereby the expiration date of the lease term of the Original Lease, as amended, was further extended to January 31, 2017.

F. Landlord and Tenant entered into a certain Fifth Amendment to Office Lease (the "Fifth Amendment") dated December 18, 2015, whereby the expiration date of the lease term of the Original Lease, as amended, was further extended from January 31, 2017 to April 30, 2017. The Original Lease, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment, is hereinafter called the "Lease".

G. Landlord and Tenant desire to amend the Lease to further extend the expiration date of the lease term of the Lease, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **DEFINITIONS.** Each initially capitalized word or term contained in this Sixth Amendment and not otherwise defined herein shall have the same meaning as is ascribed to such initially capitalized word or term in the Lease.

2. **EXTENSION OF TERM.** The expiration date of the Term is extended from April 30, 2017 to April 30, 2027. All of the terms and provisions of the Lease shall apply with respect to that part of the Term occurring after April 30, 2017, except as otherwise provided herein. From and after the date hereof, the word "**Term**" as used and defined in the Lease, as hereby amended, shall mean the initial Term, as previously extended, and as extended through April 30, 2027 pursuant to this Sixth Amendment.

3. **MONTHLY RENT.** Tenant shall continue to pay Monthly Rent under the Lease on and after the execution of this Sixth Amendment through April 30, 2017 in the same amounts as are now provided in the Lease (as last amended by Paragraph 3 of the Fifth Amendment). Effective on and after May 1, 2017, Tenant shall pay Monthly Rent under the Lease in the following amount for the following periods:

PREMISES (12,336 RSF)

<u>Period</u>	<u>Monthly Rent</u>
05/01/17 – 04/30/2018	\$39,064.00
05/01/18 – 04/30/2019	\$39,845.00
05/01/19 – 04/30/2020	\$40,642.00
05/01/20 – 04/30/2021	\$41,455.00
05/01/21 – 04/30/2022	\$42,284.00
05/01/22 – 04/30/2023	\$43,130.00
05/01/23 – 04/30/2024	\$43,992.00
05/01/24 – 04/30/2025	\$44,872.00
05/01/25 – 04/30/2026	\$45,770.00
05/01/26 – 04/30/2027	\$46,685.00

4. **OPERATING EXPENSES.** Effective as of May 1, 2017, the Lease shall be converted from a "true gross" lease to a "modified gross (base year)" lease, and to effectuate such intent, effective as of May 1, 2017, Article 5 of the Original Lease (which was deleted from the Lease in its entirety pursuant to Paragraph 4 of the Fourth Amendment), shall be reinstated and in full force and effect, except that the base year shall be modified to be the calendar year 2017.

Commencing on January 1, 2018, Tenant shall pay Tenant's Share of increases in operating expenses under Article 5 of the Original Lease (as amended), except that the amount of Operating Expense Base per square foot of rentable area shall be determined by dividing the operating expenses paid or incurred by Landlord for the calendar year 2017 by the Rentable Area of the Building (and accordingly no additional rent for operating expenses shall be due under Article 5 of the Original Lease for the period of May 1, 2017 through December 31, 2017).

5. **ELECTRICITY.** Tenant shall continue to pay for all electricity used or consumed in the Premises for that part of the Term occurring after April 30, 2017, pursuant to Section 12.2(c) of the Original Lease.

6. **CONDITION OF PREMISES.**

(a) Tenant shall accept possession of the Premises as of May 1, 2017 in an "as-is" condition, without any representation, credit or allowance from Landlord with respect to the condition or improvement thereof (subject to the provisions of Article 12 and Article 18 of the Lease), except that, upon written notice ("**Tenant's Notice**") to Landlord within thirty (30) days following the execution and delivery of this Sixth Amendment by Landlord and Tenant, Tenant shall have the option to either (i) have Landlord's approved general contractor perform certain improvement work in the Premises in accordance with the Workletter attached hereto as **Exhibit B-1** or (ii) perform certain improvement work in the Premises using Tenant's general contractor in accordance with the Workletter attached hereto as **Exhibit B-2**. If Tenant elects option (i) of this Paragraph 5, then Landlord's approved general contractor and its agents and contractors shall have the full right and authority to enter the Premises on and after receipt of Tenant's Notice for purposes of performing the Work (as defined in the Workletter Agreement attached hereto as **Exhibit B-1**). In such event, (A) Tenant hereby acknowledges that the Work may be performed in the Premises during normal business hours of Building while Tenant is in occupancy and conducting business from the Premises and (B) Landlord shall use commercially reasonable efforts to minimize disruption to Tenant's business operations in the Premises caused by the performance of the Work. If Tenant elects option (i) of this Paragraph 6, Tenant agrees to reasonably cooperate with Landlord and Landlord's contractors to ensure the prompt and expeditious scheduling, staging and performance of the Work, provided, however, that Tenant shall have the right to control access to patient areas of the Premises, including operating and recovery rooms at all times while patients are present in the Premises. Further, notwithstanding anything herein to the contrary, any delay in the completion of the Work, interference to Tenant's business operations or inconvenience suffered by Tenant during the performance of the Work shall not subject Landlord to any liability for any loss or damages resulting therefrom or entitle Tenant to any credit, abatement or adjustment of rent or other sum payable under the Lease, as hereby amended, except to the extent resulting from the negligence or willful misconduct of Landlord or Landlord's agents, employees or contractors.

(b) Landlord, at its cost, will one time, within thirty (30) days after the substantial completion of the "Work" or the "Tenant's Work," as the case may be (each as defined in **Exhibit B-1** or **Exhibit B-2**, respectively, as the case may be), using building standard materials, perform the following base building work (the "**Base Building Work**"): replace the third floor common corridor flooring. The Base Building Work shall not be considered part of the "Tenant's Work" described in **Exhibits B-1 or B-2**, as the case may be.

7. RIGHT OF FIRST OFFER.

(a) Right of First Offer. With respect to any lease which Landlord hereafter intends to enter into with any party other than the current occupant of the ROFO Space (as defined below), or any portion thereof, or those parties having a prior right in existence as of the date of this Sixth Amendment to the ROFO Space, or any portion thereof, for either (i) tenant space located on the third (3rd) floor of the Building as shown on Exhibit A attached hereto or (ii) the space described in clause (i) plus any other space in the Building (clause (i) or clause (ii), as the case may be, is hereinafter called the "ROFO Space"), and which has a lease term commencing at least three (3) years prior to the expiration of the Term (as extended by this Sixth Amendment), Landlord shall give Tenant written notice of such intent to enter into such a lease with such a prospective tenant and the basic terms under which Landlord is going to offer the ROFO Space to such prospective tenant ("Landlord's ROFO Notice"). Landlord's ROFO Notice shall specify (i) the location and rentable area of the ROFO Space which Landlord desires to lease (which is hereinafter referred to as the "Actual ROFO Space"), (ii) the date upon which the Actual ROFO Space shall be available for occupancy, (iii) the length of the proposed lease term for the Actual ROFO Space (the "Actual ROFO Space Term"), (iv) the annual rate of base rent per square foot of rentable area which Landlord desires to charge for the Actual ROFO Space, (v) the amount of all rent adjustments which Landlord desires to charge for the Actual ROFO Space, including, without limitation, fixed and/or indexed rent adjustments and rent adjustments for operating expenses for the Building, and (vi) the tenant concessions (e.g., rent abatements, tenant improvement allowances and broker commissions), if any, which Landlord would be willing to provide to lease the Actual ROFO Space. Tenant shall thereupon have the right (the "Right of First Offer") to lease all, but not less than all, of the Actual ROFO Space, prior to such prospective tenant, subject to the following terms and conditions:

(A) No tenant of the Building has renewed its lease with respect to all or any part of the ROFO Space as specified in Landlord's Notice;

(B) Tenant is occupying all of the Premises then demised under the Lease;

(C) Tenant gives Landlord a written notice ("Tenant's ROFO Notice") of its election to exercise the Right of First Offer within ten (10) business days after Landlord gives Tenant Landlord's ROFO Notice for such Right of First Offer;

(D) Tenant submits current (i.e., statements dated no earlier than twelve (12) months from the date of such submittal) audited [if same exist and, if not, then certified (by Tenant's CFO or a duly authorized officer of Tenant), unaudited] financial statements of Tenant to Landlord concurrently with Tenant's ROFO Notice exercising the Right of First Offer and such financial statements are reasonably approved in writing by Landlord, and Tenant deposits with Landlord such additional security deposit which Landlord may reasonably require, provided, however, that Tenant's financial statements shall be deemed approved and no additional security deposit shall be required if the tangible net worth of Tenant, as of the time of such submittal is at least \$500,000.00, as reasonably determined by Landlord; and

(E) No Event of Default exists under the Lease either on the date Tenant exercises such Right of First Offer or on the proposed commencement date of the lease term for the Actual ROFO Space.

In the event that Tenant does not timely or properly exercise the Right of First Offer, Landlord may at any time thereafter lease the Actual ROFO Space to any third-party tenant on such terms and provisions as Landlord may elect without any further rights of Tenant to lease such space, until Landlord fails to consummate a lease for such space or such third-party has vacated the Actual ROFO Space and such space is again available for leasing by a third-party.

(b) Terms. If Tenant exercises a Right of First Offer, the following terms and provisions shall apply:

(i) Landlord shall lease the Actual ROFO Space to Tenant for a lease term commencing on the availability date specified in the Landlord's ROFO Notice;

(ii) The base rent and rental adjustments payable for the Actual ROFO Space shall be as set forth in the Landlord's ROFO Notice, provided that Tenant shall have a period from the date of commencement of the Actual ROFO Space through the date which is the earlier of: (x) ninety (90) days following the date of delivery of possession of the Actual ROFO Space or (y) the date on which Tenant takes occupancy of the Actual ROFO Space without charge of Monthly Rent or operating expenses, for the purpose of constructing Tenant's improvement to the Actual ROFO Space;

(iii) Tenant shall not be entitled to any rental abatement for the Actual ROFO Space, except as set forth in Section 7(b)(ii) above and/or otherwise set forth in the Landlord's ROFO Notice;

(iv) Tenant shall accept the Actual ROFO Space in an "as-is" condition from Landlord, without any representation, allowance or build-out from Landlord with respect to the improvement or condition thereof except as otherwise set forth in the Landlord's ROFO Notice; and

(v) All of the terms and provisions of the Lease shall apply with respect to the Actual ROFO Space, except as may be set forth in Landlord's ROFO Notice or otherwise provided in this Paragraph 7 or except as same may be inconsistent with the provisions of this Paragraph 7.

(c) Amendment. If Tenant exercises a Right of First Offer, Landlord and Tenant shall execute and deliver an amendment to the Lease reflecting the lease of the Actual ROFO Space by Landlord to Tenant on the terms herein provided, which amendment shall be executed within sixty (60) days after Tenant exercises the Right of First Offer.

(d) Termination of Right. This Right of First Offer shall automatically terminate and become null and void upon the earlier to occur of (i) the expiration or earlier termination of the Lease; (ii) the termination by Landlord of Tenant's right to possession of the Premises in accordance with the terms set forth herein; (iii) the assignment of the Lease by Tenant, in whole or in part (unless otherwise approved by Landlord in writing at the time of such assignment); (iv) the

sublease by Tenant of the Premises; or (v) the failure of Tenant to timely or properly exercise such Right of First Offer.

8. OPTION TO EXTEND.

(a) Effective as of the date of this Sixth Amendment, Paragraph 11 of the Third Amendment is deleted in its entirety.

(b) Tenant shall have the right to extend the Term of the Lease for one (1) extension period of five (5) years (the "Extension Period"), to commence on May 1, 2027 and to expire on April 30, 2032. Tenant's right to extend the Term shall be exercised by giving written notice to Landlord not later than April 30, 2026. If Tenant fails to elect to extend the Term, the Lease shall expire on April 30, 2027. The extension shall be made upon the following terms and conditions:

(i) There shall exist no default both at the time of giving notice and at the inception of the Extension Period by Tenant in the performance of any of the terms, covenants or conditions under the Lease, as hereby amended, which is not cured within any applicable cure period provided under the Lease;

(ii) The Lease, as hereby amended, shall not have been terminated and shall be in full force and effect at the effective date of the Extension Period;

(iii) The extension shall be upon the same terms, covenants and conditions contained in the Lease, as hereby amended, except that the Monthly Rent for the Extension Period, which may include adjustments during the term of such extension, shall be an amount equal to the then current market rate (the "Market Rate"). The Market Rate shall be furnished to Tenant by Landlord within thirty (30) days after Tenant elects to exercise such option hereunder and shall be based upon the rental (taking into account concessions, allowances and abatements granted to any new tenants of the Building and commissions paid in connection with leases to new tenants in the Building) that Landlord is offering to other new or existing tenants of the Building. If Tenant disputes the Market Rate, it shall give Landlord a written notice thereof within ten (10) business days after its receipt of Landlord's notice of the Market Rate; otherwise Tenant shall be deemed to have accepted the Market Rate set forth in Landlord's notice. If Tenant timely gives such notice of dispute to Landlord, then Tenant and Landlord, each at its own expense, shall within ten (10) business days thereafter hire an independent certified appraiser to determine the Market Rate. If the two (2) appraisers chosen by Landlord and Tenant reach agreement as to the determination of the Market Rate, such determination shall be final and binding as the Market Rate. If the two (2) appraisers chosen by Landlord and Tenant cannot reach an agreement as to Market Rate within thirty (30) days after their selection, then the two (2) appraisers shall mutually agree on a third independent certified appraiser within ten (10) business days thereafter, the cost of whom shall be split by the parties. The determination of the third party appraiser as to Market Rate shall be final and binding upon Landlord and Tenant;

(iv) Landlord shall have no further obligation to install, or contribute toward the cost of any improvements to the Premises, Tenant agreeing that the Premises shall be accepted "as is" by Tenant for the Extension Period, except as otherwise provided in Section 8(b)(iii) above in connection with the determination of the Market Rate; and

(v) No further rights to extend the Term beyond the Extension Period or to lease any additional space shall be created by such extension except as mutually agreed to in any documents extending the Term, and the parties shall execute an amendment to the Lease reflecting such extension within sixty (60) days after the Market Rate has been determined.

9. **ASSIGNMENT AND SUBLETTING.** Subsections 9.3(a) and (b) of the Original Lease are hereby amended by deleting the words, "seventy-five percent (75%)" and replacing them in each instance, with "fifty percent (50%) (or in the case of a Permitted Transfer under Section 9.6 below, zero percent (0%))".

10. **SECURITY DEPOSIT.** Section R-6 of the Addendum to the Original Lease is hereby deleted in its entirety and of no further force and effect. Effective as of the date this Sixth Amendment is executed and delivered by Landlord and Tenant, (i) Section 1.1(m) of the Lease is amended to provide for a security deposit in the amount of \$39,064.00 (the "**Security Deposit**"), and (ii) Tenant shall deposit the Security Deposit with Landlord on or before the date which is ten (10) business days after the date of execution of this Sixth Amendment by Landlord and Tenant, which Security Deposit which shall be held by Landlord in accordance with Article 22 of the Original Lease.

11. **BACK-UP POWER** Landlord and Tenant acknowledge that Tenant's generator ("**Generator**") is located on the roof top of the Building and that Landlord intends to develop a roof deck on the Building. At such time as Landlord commences development of the roof top (the "**Roof Top Work**"), Tenant agrees to reasonably cooperate with Landlord to accommodate Landlord's Roof Top Work, at no out-of-pocket cost to Tenant. Notwithstanding anything contained herein to the contrary, Landlord and Tenant agree that:

(a) Landlord may modify the Generator's piping and/or exhaust and/or services that supply the Generator;

(b) Landlord is permitted to build on top of the Generator, provided that Tenant's service technicians maintain existing access to the opening of the Generator, and further provided that in no event shall the operations and efficiency of the Generator be adversely impacted in any respect;

(c) Tenant's right to use the Generator shall initially be limited to the term of this Lease, as extended to April 30, 2027, pursuant to this Sixth Amendment (and Landlord and Tenant agree to reasonably cooperate to facilitate the continued use of the Generator during any subsequent renewal of the Lease);

(d) Tenant is replacing the exhaust system to the Generator at its sole cost and expense (the "**Replacement Work**"). Landlord and Tenant shall reasonably coordinate the Replacement Work and Landlord's Roof Top Work so as not to unreasonably interfere with either the Replacement Work or the Roof Top Work. Notwithstanding the foregoing, Landlord agrees to reimburse Tenant within thirty (30) days after written demand by Tenant for all incremental, out of pocket costs of extending the exhaust system which may be needed as part of the Replacement Work and is specifically a result of Landlord's Roof Top Work;

(e) Tenant shall only perform Generator testing prior to 7:00 a.m. on a set day each month. If the testing day needs to be changed for any reason, Tenant shall give Landlord at least ten (10) business days advance written notice of such change and shall reasonably cooperate with Landlord with respect to a new test date;

(f) if power to Tenant's surgery center is interrupted and the Generator is activated as a result thereof, Tenant shall promptly notify the property manager of the Building to allow Landlord to evacuate the rooftop; and

(g) any disruptions to the Generator availability will be coordinated by Landlord with Tenant in advance, and Landlord shall use all commercially reasonable efforts not to disrupt Tenant's normal business operations or the availability of the Generator during normal business hours.

12. **BROKER.** Tenant represents to Landlord that except for CBRE, Inc. (the "**Broker**") (whose commission shall be paid by Landlord pursuant to the terms and conditions of a separate agreement between Landlord and the Broker), Tenant has not dealt with any real estate broker, salesperson or finder in connection with this Sixth Amendment, and no other such person initiated or participated in the negotiation of this Sixth Amendment or is entitled to any commission in connection herewith. Landlord represents to Tenant that except for the Broker, Landlord has not dealt with any real estate broker, salesperson or finder in connection with this Sixth Amendment, and no other such person initiated or participated in the negotiation of this Sixth Amendment or is entitled to any commission in connection herewith. Tenant hereby agrees to indemnify, defend and hold Landlord, its property manager and their respective employees harmless from and against any and all liabilities, claims, demands, actions, damages, costs and expenses (including reasonable attorneys' fees) arising from either (i) a claim for a fee or commission made by any broker, other than the Broker, claiming to have acted by or on behalf of Tenant in connection with this Sixth Amendment, or (ii) a claim of, or right to, lien under the Statutes of Illinois relating to real estate broker liens with respect to any broker, other than the Broker, retained by Tenant. Landlord hereby agrees to indemnify, defend and hold Tenant and its employees harmless from and against any and all liabilities, claims, demands, actions, damages, costs and expenses (including reasonable attorneys' fees) arising from either (i) a claim for a fee or commission made by any broker, other than the Broker, claiming to have acted by or on behalf of Tenant in connection with this Sixth Amendment, or (ii) a claim of, or right to, lien under the Statutes of Illinois relating to real estate broker liens with respect to any broker retained by Landlord.

13. **BINDING EFFECT.** The Lease, as hereby amended, shall continue in full force and effect, subject to the terms and provisions thereof and hereof. Each capitalized term used as a defined term in this Sixth Amendment but not otherwise defined herein shall have the same meaning as is ascribed to such capitalized term in the Lease. In the event of any conflict between the terms of the Lease and the terms of this Sixth Amendment, the terms of this Sixth Amendment shall control. This Sixth Amendment shall be binding upon and inure to the benefit of Landlord, Tenant and their respective successors and permitted assigns.

14. **SUBMISSION.** Submission of this Sixth Amendment by Landlord or Landlord's agent, or their respective agents or representatives, to Tenant for examination and/or execution shall not constitute an option to extend the Term or in any manner bind Landlord and no obligations on Landlord shall arise under this Sixth Amendment unless and until this Sixth Amendment is fully signed and delivered by Landlord and Tenant; provided, however, the execution and delivery by Tenant of this Sixth Amendment to Landlord or Landlord's agent, or their respective agents or representatives, shall constitute an irrevocable offer by Tenant to extend the Term on the terms and conditions herein contained, which offer may not be revoked for thirty (30) days after such delivery.

15. **LIMITATION OF LIABILITY.** Neither Landlord nor any principal of Landlord nor any owner of the Building, whether disclosed or undisclosed, shall have any personal liability with respect to any of the provisions of the Lease, as hereby amended, or the Premises, and if Landlord is in breach or default with respect to Landlord's obligations under the Lease, as hereby amended, or otherwise, Tenant shall look solely to the equity of Landlord in the Building for the satisfaction of their remedies or judgments.

16. **CONFIDENTIALITY.**

(a) For purposes of this Paragraph 16, Confidential Information shall be defined as any material lease terms, including but not limited to: Monthly Rent; Additional Rent; abatement of rent; renewal options; rights of first refusal; storage space agreements; exclusive use; Workletters and tenant improvements and allowances; relocation of premises; security deposits; and guarantees.

(b) Tenant and Landlord each covenant that it and its employees, officers, directors, partners, agents and other representatives (collectively, "**Personnel**") shall use Confidential Information only in its consideration of leasing space in the Building from Landlord and in its administration of the Lease, as amended hereby. Without the other party's prior written consent, neither Tenant's Personnel nor Landlord's Personnel shall disclose Confidential Information, nor disclose the status or any aspect of negotiations with Landlord or Tenant, as applicable, to any third person not bound by the terms hereof, including but not limited to existing or prospective tenants of the Building. Notwithstanding the foregoing, both Landlord and Tenant shall have the right to disclose Confidential Information to the parties' respective agents, employees, consultants, attorneys, accountants and other professional advisers, and current and prospective lenders and purchasers, as the case may be, and as and to the extent required by applicable laws. Any breach of this covenant by Tenant or Landlord shall be an event of default under the Lease, as amended hereby.

CONSENT OF GUARANTOR

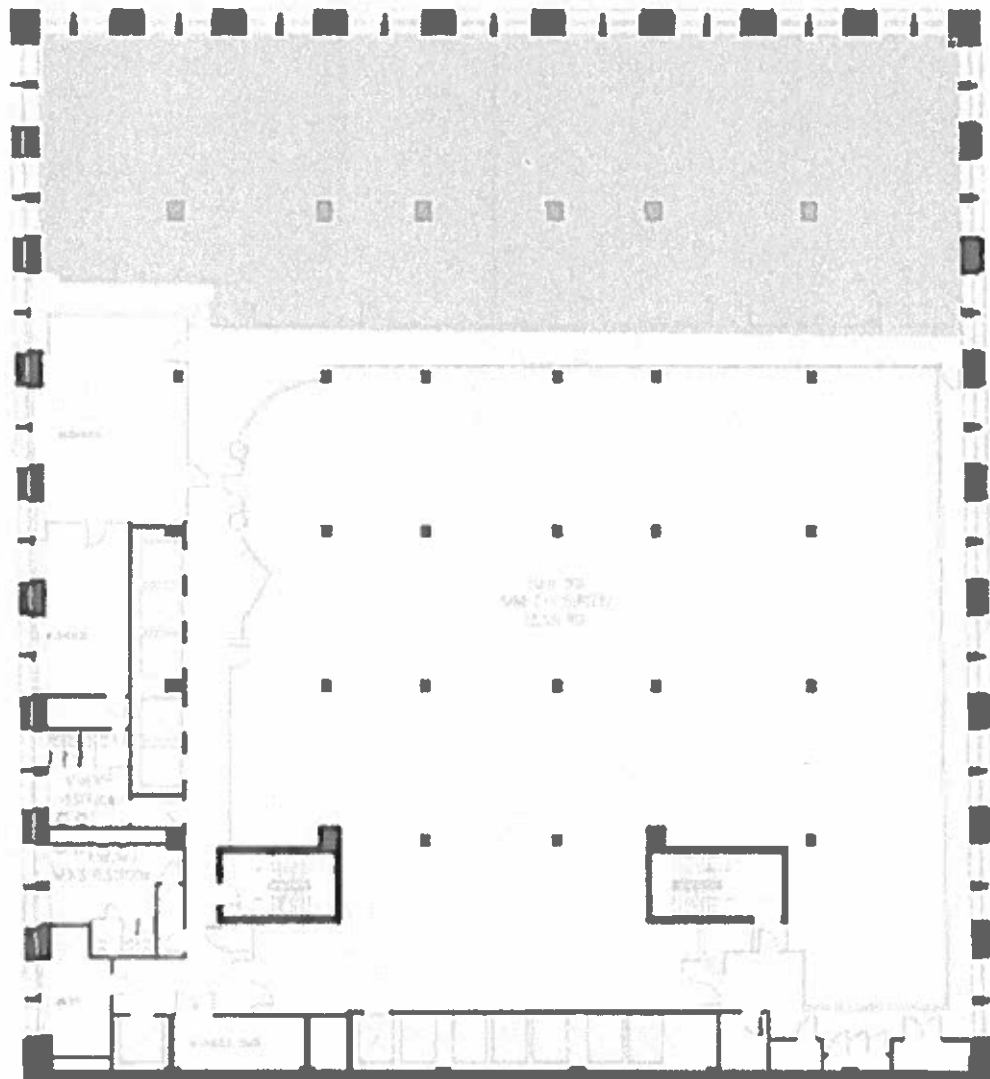
Guarantor hereby joins in the execution of this Sixth Amendment to evidence its consent hereto and to acknowledge and confirm that its liability under the Guaranty shall continue in full force and effect with respect to the Lease, as amended by this Sixth Amendment.

GUARANTOR:

SAME DAY SURGERY, L.L.C., an Illinois
limited liability company

By: William GarrisonPrint Name: William GarrisonTitle: VP

EXHIBIT A
PLAN SHOWING ROFO SPACE



AllowanceEXHIBIT B-1WORKLETTER

TO: 25 EAST SAME DAY SURGERY, L.L.C.

Re: Suite No. 300 in the Building located at
25 East Washington Street, Chicago, Illinois

Ladies and Gentlemen:

Simultaneously with the execution of this Workletter, you ("Tenant") and 25 E. Washington Associates, L.P. ("Landlord") are entering into a Sixth Amendment to Office Lease (the "Amendment") pertaining to the space referred to above (the "Premises").

In consideration of the covenants contained in this Workletter and in the Amendment, Landlord and Tenant agree as follows:

Tenant's Plans

1. (a) Tenant desires Landlord's approved general contractor to perform certain tenant improvement work (the "Work") in the Premises pursuant to a space plan prepared by Tenant's architect and/or engineer (collectively, the "Plans") for the Work. The Work, the Plans and all other plans, drawings and specifications to be furnished by Tenant shall be subject to Landlord's approval. Landlord shall give Tenant a written notice of its approval or disapproval of the Plans within ten (10) business days after Landlord's receipt of a full and complete set of same. Landlord agrees not to unreasonably withhold or condition its approval of said Plans; provided, however, that Landlord shall not be deemed to have acted unreasonably if it withholds its approval of the Plans because, in Landlord's reasonable opinion: (i) the Work as shown in the Plans is likely to adversely affect Building systems, the structure of the Building or the safety of the Building and/or its occupants; (ii) there is a substantial likelihood that the Work will impair Landlord's ability to furnish services to Tenant or other tenants; (iii) the Work would materially increase the cost of operating the Building; (iv) the Work would violate any applicable laws (or interpretations thereof); (v) the Work contains or uses hazardous substances (other than de minimus amounts that do not violate applicable laws); (vi) the Work would adversely affect the appearance of the Building; (vii) there is a substantial likelihood that the Work will adversely affect another tenant's premises; or (viii) the Work is prohibited by any mortgage encumbering the Building (items "(i)" – "(viii)", collectively, the "Consent Items". The foregoing Consent Items, however, shall not be exclusive of the reasons for which Landlord may withhold consent, whether or not such

other reasons are similar or dissimilar to the foregoing. If Landlord notifies Tenant that changes are required to the final Plans submitted by Tenant and such notice specifies in reasonable detail the required changes, then Tenant shall, within ten (10) business days thereafter, submit to Landlord, for its approval, the Plans amended in accordance with the changes so required. The Plans shall also be revised and the Work shall be changed, all at Tenant's cost and expense, to incorporate any work required in the Premises by any local governmental field or building inspector. Landlord's approval of the Plans shall in no way be deemed to be (A) an acceptance or approval of any element therein contained which is in violation of any applicable laws, or (B) an assurance that work done pursuant to the approved Plans will comply with all applicable laws (or with the interpretations thereof) or satisfy Tenant's objectives and needs.

In addition, approval by Landlord of the Work and the Plans shall not constitute any warranty by Landlord to Tenant of the adequacy of the design for Tenant's intended use of the Premises nor shall Landlord's approval of the Plans create any liability or responsibility on the part of Landlord for compliance with applicable statutes, ordinances, regulations, laws, codes and industry standards relating to handicap discrimination (including, without limitation, the Americans with Disabilities Act) in connection with the Work.

(b) Tenant shall (i) contract with its own internet and telephone service provider for telecommunications services to the Premises, (ii) pay all charges of Landlord's riser manager (currently Rex Electric) to bring telecommunications cabling from the Building Netpop to the Premises, and (iii) coordinate and pay all costs associated with pulling and distributing telephone and data lines and wires within the Premises.

Working Drawings

2. If necessary for the performance of the Work, Tenant's own architect and/or engineer shall prepare final architectural and engineering plans, drawings and specifications for the Work (collectively, the "Working Drawings") based upon and consistent with the Plans and the plans, drawings, specifications, finish details and other information furnished by Tenant to Landlord under Paragraph 1 above. Landlord shall give Tenant a written notice of its approval or disapproval of the Working Drawings within ten (10) business days after Landlord's receipt of a full and complete set of same. Landlord agrees not to unreasonably withhold or condition its approval of said Working Drawings; provided, however, that Landlord shall not be deemed to have acted unreasonably if it withholds its approval of the Working Drawings, in Landlord's reasonable opinion, any one of the Consent Items applies. The Consent Items, however, shall not be exclusive of the reasons for which Landlord may withhold consent, whether or not such other reasons

are similar or dissimilar to the foregoing. If Landlord notifies Tenant that changes are required to the final Working Drawings submitted by Tenant, and such notice specifies in reasonable detail the required changes, then Tenant shall, within ten (10) business days thereafter, submit to Landlord, for its approval, the Working Drawings amended in accordance with the changes so required. The cost of preparing the Working Drawings shall be paid by Tenant (subject to application of the "Allowance", as defined in Paragraph 3 below, against such cost).

**Performance of
the Work**

3. (a) Landlord's approved general contractor shall perform the Work shown on the Working Drawings and the Plans using Landlord's contractors and (except as may be stated or shown in the Plans or the Working Drawings). Landlord shall pay for a portion of the cost of the Work in an amount not to exceed \$35.00 per rentable square foot of the Premises (i.e., \$431,760.00) (the "Allowance"), provided a portion of the Allowance in an amount not to exceed \$5.00 per rentable square foot of the Premises (i.e., \$61,680.00) may be used to pay for any fees for architectural or engineering services incurred in connection with the Work. Tenant shall pay for any and all costs and expenses associated with the Work (including, without limitation, such additional expenses which result from any special work, materials, finishes or installations required by Tenant, unforeseen field conditions, or from any delays in the Work occasioned by Tenant) in excess of the Allowance. Tenant shall not be entitled to any credit or payment from Landlord for any portion of the Allowance not utilized by Tenant on or before May 1, 2017.

(b) All Work shall be bid to a minimum of two (2) subcontractors for each trade except the HVAC work (not including the supplemental HVAC work) which shall be provided by Landlord's assigned HVAC contractor, Sherman Mechanical ("Sherman"). Sherman's costs shall be consistent with market costs. Upon Tenant's request, Landlord shall include a third Landlord-approved union subcontractor of Tenant's choosing to bid each trade. All detailed bids shall be simultaneously shared with Tenant and there shall be no "GC mark-up", "add-on" or "buy-down" of subcontractor bids. Any work performed by Tenant after substantial completion of the Work shall be subject to Landlord approval, which approval shall not be unreasonably withheld or delayed and in accordance with the terms of the Lease (as defined in the Amendment), as amended by the Amendment, but not subject to the fees described in Paragraph 4(a) below. There shall be no charge for the use of the loading dock, washrooms, and electrical services, however, Tenant shall pay, at its sole cost and expense, for any after-hours usage of the freight elevator or Building engineers.

Payment

4. (a) Prior to commencing the Work, Landlord's general contractor will submit to Tenant a written statement of (i) the cost of the

Work, which cost shall include a 2.0% add-on charge for Landlord's field supervision, administration and overhead, an 8.5% fee for "general conditions," and a 6.0% fee for overhead and profit, and (ii) Tenant's share ("Tenant's Share") of the cost of the Work. The cost of the Work shall include any work that is paid directly by Tenant to equipment suppliers, millworkers or other vendors that will be installed and require coordination by the Landlord's general contractor during the performance of the Work ("Tenant Installation Work"), expressly excluding furniture. In order to quantify the total cost of the Work, including, without limitation, the Tenant Installation Work, Tenant shall provide to Landlord a copy of all invoices for the Tenant Installation Work when submitting the Working Drawings to Landlord for approval. Tenant agrees, within ten (10) business days after submission to it of such statement of cost, to execute and deliver to Landlord, in the form then in use by Landlord or Landlord's general contractor, as the case may be, and otherwise reasonably acceptable to Tenant, an authorization to proceed with that portion of the Work to be paid for by Tenant, and Tenant shall also then pay to Landlord, 33% of Tenant's Share (if any) of the amount set forth in Landlord's general contractor's statement. In addition, Tenant shall provide to Landlord a copy of the all invoices for all Tenant Installation Work when submitting the Working Drawings to Landlord for Landlord's approval.

(b) Tenant shall pay Landlord the remaining amount of Tenant's Share as follows: (i) an additional 33% (for a total of 66%) of Tenant's Share upon receipt of written notice from Landlord (or Landlord's general contractor) that 50% of the Work is completed; and (ii) the remaining 34% (for a total of 100%) upon receipt of written notice from Landlord (or Landlord's general contractor) that the Work will be "substantially completed" (as hereinafter defined) no later than fifteen (15) days after the date of such notice, in each case, Tenant shall pay such amount within ten (10) business days after the date of such notice. Delays in the performance of the Work resulting from the failure of Tenant to comply with the provisions of the preceding sentence shall be deemed to be delays caused by Tenant. No Work shall be commenced nor shall continue until Tenant has fully complied from time to time with the applicable preceding portions of this Paragraph 4. As used herein, "substantially completed" shall mean if and when the Landlord's approved architect issues a written certificate to Landlord and Tenant, certifying that the Work has been completed (except for minor finish-out and "punchlist" items which do not prevent Tenant from using and occupying the Premises) in substantial compliance with the Plans.

Additional Work

5. Upon Tenant's request and submission by Tenant of the necessary plans, drawings and specifications for work other than the Work specified in the Plans (the "Additional Work"), Landlord may, at its election, direct its approved general contractor to perform the

Additional Work, at Tenant's sole cost and expense. Prior to commencing any Additional Work requested by Tenant, Landlord shall submit (or direct its approved general contractor to submit) to Tenant a written statement of the cost of such Additional Work (which cost shall include a 2.0% add-on charge for Landlord's field supervision, administration and overhead, an 8.5% fee for "general conditions," and a 6.0% fee for overhead and profit) and a proposed Tenant Extra Order (the "TEO") for Additional Work in the standard form then in use by Landlord or Landlord's general contractor, as the case may be. If Tenant shall fail to enter into said TEO within ten (10) business days after Tenant's receipt thereof, Landlord shall direct its general contractor to proceed to do only the Work specified in the Plans. Tenant agrees to pay to Landlord, concurrently with its execution of the TEO, the entire cost of the Additional Work as shown in the statement delivered by Landlord or Landlord's general contractor, as the case may be.

As-Built Drawings

6. Within thirty (30) days after substantial completion of the Work, Tenant, at its expense, shall cause its architect to furnish to Landlord final "as-built" drawings for the Work and any Additional Work (including all changes and additions to the Work which are made in the field) in a "CAD" file format.

Incorporation

7. The terms and provisions of the Lease (as amended by the Amendment), insofar as they are applicable to this Workletter, are hereby incorporated herein by reference.

Additional Rent

8. All amounts payable by Tenant to Landlord hereunder shall be deemed to be Rent under the Lease and upon any default in the payment of same and the expiration of any applicable notice and cure periods,, Landlord shall have all of the rights and remedies provided for in the Lease (as amended by the Amendment).

Tenant Performs Work**(Construction Deposit)****EXHIBIT B-2****Workletter Agreement**

1. **TENANT'S WORK.** Tenant, at its expense, shall perform, or cause to be performed, the tenant improvement work ("Tenant's Work") in the Premises provided for in the "Approved Plans" (as defined in Paragraph 2 hereof). Tenant's Work shall include all work necessary to build-out and improve the Premises as a first class business office and medical space and to comply with all Laws and building codes (including density requirements). Subject to Tenant's satisfaction of the conditions specified in this Workletter, Tenant shall be entitled to the "Allowance" (as defined in Paragraph 8 (a) below).

2. **PRE-CONSTRUCTION ACTIVITIES.**

(a) Not later than thirty (30) days prior to the proposed date of commencement of construction of Tenant's Work, Tenant shall submit the following information and items to Landlord for Landlord's review and approval, which approval shall not be unreasonably withheld, delayed or conditioned:

(i) A detailed critical path construction schedule containing the major components of Tenant's Work and the time required for each, including the scheduled commencement date of construction of Tenant's Work, milestone dates and the estimated date of completion of construction;

(ii) An itemized statement of estimated construction cost, including fees for permits and architectural and engineering fees (the "Cost Statement");

(iii) The names and addresses of Tenant's contractors (and said contractors' subcontractors and suppliers) to be engaged by Tenant for Tenant's Work, including, without limitation, Tenant's moving contractor (individually, a "Tenant Contractor," and collectively, "Tenant's Contractors"). Landlord has the right to approve or disapprove each one of Tenant's Contractors (which approval shall not be unreasonably withheld, delayed or conditioned). Landlord may, at its election, designate an HVAC contractor for performance Tenant's Work involving mechanical (HVAC);

(iv) Copies of each general construction contract and subcontract for Tenant's Work;

(v) Certificates of insurance as described in Paragraph 7 below. Tenant shall not permit Tenant's Contractors to commence work until the required

insurance has been obtained and such certificates of insurance have been delivered to Landlord;

(vi) The Plans (as hereinafter defined) for Tenant's Work, which Plans shall be subject to Landlord's approval in accordance with Paragraph 2(b) below; and

(vii) All invoices that relate to equipment suppliers, millworkers, or other vendors that relate to Tenant's installation work ("Tenant Installation Costs").

Tenant will update such information and items by notice to Landlord of any changes.

(b) As used herein the term "Approved Plans" shall mean the Plans (as hereinafter defined), as and when approved in writing by Landlord. As used herein, the term "Plans" shall mean the full and detailed architectural and MEP (i.e., mechanical, electrical and plumbing) plans, drawings and specifications for Tenant's Work. The architectural Plans shall be prepared by Tenant's architect approved by Landlord ("Tenant's Architect") and the MEP Plans shall be prepared by Tenant's engineer approved by Landlord (the "Project Engineer"). The Plans shall be subject to Landlord's written approval (which approval shall not be unreasonably withheld, conditioned or delayed) and the approval of all local governmental authorities requiring approval of Tenant's Work and/or the Approved Plans. Landlord shall give Tenant a written notice of its approval or disapproval of the Plans within ten (10) business days after Landlord's receipt of a full and complete set of same. Landlord agrees not to unreasonably withhold or condition its approval of said Plans; provided, however, that Landlord shall not be deemed to have acted unreasonably if it withholds its approval of the Plans because, in Landlord's reasonable opinion any of the Consent Items (as such term is defined in Exhibit B-1) applies. The Consent Items, however, shall not be exclusive of the reasons for which Landlord may withhold consent, whether or not such other reasons are similar or dissimilar to the foregoing. If Landlord notifies Tenant that changes are required to the final Plans submitted by Tenant, and such notice specifies in reasonable detail the required changes, Tenant shall, within ten (10) business days thereafter, submit to Landlord, for its approval, the Plans amended in accordance with the changes so required. The Plans shall also be revised and Tenant's Work shall be changed, all at Tenant's cost and expense, to incorporate any work required in the Premises by any local governmental field or building inspector. Landlord's approval of the Plans shall in no way be deemed to be (i) an acceptance or approval of any element therein contained which is in violation of any applicable laws, or (ii) an assurance that work done pursuant to the Approved Plans will comply with all applicable laws (or with the interpretations thereof) or satisfy Tenant's objectives and needs.

(c) Tenant's Work shall not be undertaken or commenced by Tenant in the Premises until (i) Tenant has delivered, and Landlord has approved (which approval shall not be unreasonably withheld or delayed), all items set forth in Paragraph 2(a) above, and (ii) all necessary building permits have been applied for and obtained by Tenant.

(d) Tenant shall deposit with Landlord within thirty (30) days after Tenant delivers the Cost Statement to Landlord (but in all events before Tenant commences performance of Tenant's Work) an amount ("Tenant's Construction Deposit") equal to the amount (if any) by which the cost of Tenant's Work (as reflected in the Cost Statement) exceeds the amount of the

Allowance; which Construction Deposit shall be used and applied by Landlord to pay Tenant's share of the cost of Tenant's Work as provided in Paragraph 8 below; otherwise any unused balance of the Construction Deposit shall be returned to Tenant upon completion and payment in full of the cost of Tenant's Work, and delivery by Tenant to Landlord of all of the documentation described in Paragraph 8(b) below.

3. **[INTENTIONALLY DELETED]**.

4. **FEES**. Tenant shall pay to Landlord a construction supervisory fee equal to 5% of the cost of Tenant's Work, including, without limitation, invoices that relate to Tenant Installation Costs, to defray Landlord's administrative and overhead expenses incurred to (a) review the Plans and (b) coordinate with Tenant and Tenant's Contractors, the scheduling, staging and performance of Tenant's Work.

5. **CHANGE ORDERS**. All changes to the Approved Plans requested by Tenant must be approved by Landlord in advance of the implementation of such changes as part of Tenant's Work (which approval shall not be unreasonably withheld or delayed). All delays caused by Tenant-initiated change orders, including, without limitation, any stoppage of work during the change order review process, are solely the responsibility of Tenant and shall cause no extension of the Commencement Date or the rent commencement date. All increases in the cost of Tenant's Work resulting from such change orders shall (subject to the Allowance) be borne by Tenant. If any change order increases the net cost of Tenant's Work, (and if the cost of Tenant's Work theretofore or thereby exceeds the Allowance), then Tenant shall deposit with Landlord within ten (10) business days after Landlord's approval of such change order, and as a condition precedent to Landlord's approval thereof, the amount of such net increase in the cost of Tenant's Work, as an additional Tenant's Construction Deposit, to be held and applied by Landlord as is provided in Paragraph 8 below.

6. **STANDARDS OF DESIGN AND CONSTRUCTION AND CONDITIONS OF TENANT'S PERFORMANCE**. Tenant's Work shall be performed in accordance with the standards set forth in this Paragraph 6, except as the same may be modified in the Approved Plans approved by or on behalf of Landlord and Tenant.

(a) The Approved Plans and all design and construction of Tenant's Work shall comply with all applicable laws and industry standards, including, but not limited to, the reasonable requirements of Landlord's fire insurance underwriters.

(b) Tenant, at its expense, shall obtain all required building permits and occupancy permits. Tenant's failure to obtain such permits shall not cause any extension of the Commencement Date or the rent commencement date nor relieve Tenant from any of its obligations under the Lease.

(c) Tenant's Contractors shall be licensed, capable of performing quality workmanship and working in harmony with Landlord's contractors and subcontractors and with other contractors and subcontractors in the Building. Tenant's Work shall be coordinated with any other construction or other work then being performed in the Building in order not to adversely affect said construction work being performed by or for Landlord or its tenants.

(d) Tenant shall use only new, first-class materials in Tenant's Work. Tenant's Work shall be performed in a good and workerlike manner.

(e) Tenant and Tenant's Contractors shall use commercially reasonable efforts to prevent construction activities from interfering with the operation of the Building or with other tenants and occupants of the Building. Tenant and Tenant's Contractors shall comply with all rules and regulations existing from time to time at the Building. Tenant and Tenant's Contractors shall perform any core drilling work (and any other work involving excessive noise and/or vibration) only during such hours as are designated by Landlord. Tenant and Tenant's Contractors shall take all actions reasonably necessary to minimize dust, noise and construction traffic, and to protect their facilities and the facilities of others affected by Tenant's Work and to properly police the same. Construction equipment and materials are to be kept within the Premises and delivery and loading of equipment and materials shall be done at such locations and at such time as Landlord shall direct so as not to burden the operation of the Building.

(f) Landlord shall have the right to order Tenant or any of Tenant's Contractors who violate the requirements imposed on Tenant or Tenant's Contractors in performing Tenant's Work to cease performance of Tenant's Work and to remove its equipment and employees from the Building until they comply with such requirements. No such action by Landlord shall cause any extension of the Commencement Date or the rent commencement date nor relieve Tenant from any of its obligations under the Lease.

(g) Tenant shall pay for all necessary special services or additional security service, trash service and for all after-hour elevator operation during the course of performance of Tenant's Work. Tenant shall arrange and pay for removal of construction debris and shall not place debris in the Building's waste containers. If required by Landlord, Tenant shall sort and separate its waste and debris for recycling and/or environmental law compliance purposes.

(h) Upon prior reasonable written or oral notice, Tenant shall permit access to the Premises and Tenant's Work shall be subject to inspection by Landlord and Landlord's agents, architects, engineers, contractors and other representatives, at all times during the period in which Tenant's Work is being constructed and installed and for a reasonable period following completion of Tenant's Work. Landlord shall use commercially reasonable efforts to minimize any disruption to Tenant's Work during any such inspections.

(i) Tenant shall use commercially reasonable efforts to complete Tenant's Work on or before the Commencement Date. Tenant shall notify Landlord upon completion of Tenant's Work and shall give Landlord at least five (5) business days' prior written notice of the date upon which Tenant anticipates completion. Tenant shall coordinate Tenant's move into the Premises with the Building Manager and shall comply with all of the Buildings move-in rules, regulations and procedures.

(j) Tenant shall have no authority to deviate in any material respect from the Approved Plans in performance of Tenant's Work, except as authorized by Landlord through an approved written change order. Tenant shall furnish to Landlord "as-built" CAD drawings of Tenant's Work within thirty (30) days after completion of Tenant's Work.

(k) Tenant shall impose on and enforce all applicable terms of this Workletter against Tenant's architect and Tenant's Contractors.

7. **INSURANCE AND INDEMNIFICATION.** In addition to any insurance which may be required under the Lease, Tenant shall secure, pay for and maintain or cause Tenant's Contractors to secure, pay for and maintain during the performance of Tenant's Work, insurance in the following minimum coverages and the following minimum limits of liability:

(a) Worker's Compensation and Employer's Liability Insurance with limits of not less than \$500,000.00 or such higher amounts as may be required from time to time by any Employee Benefit Acts or other statutes applicable where Tenant's Work is to be performed, and in any event sufficient to protect Landlord, Tenant and Tenant's Contractors from liability under the aforementioned acts.

(b) Commercial General Liability Insurance (including Contractors' Protective Liability) in an amount not less than \$1,000,000.00 per occurrence, whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of \$2,000,000.00 and with an umbrella coverage with limits not less than \$3,000,000.00. Such insurance shall provide for explosion and collapse, completed operations coverage and broad form blanket contractual liability coverage against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others arising from its operations under the contracts whether such operations are performed by Tenant's Contractors, or by anyone directly or indirectly employed by any of them.

(c) Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired or non-owned in an amount not less than \$1,000,000.00 for each person in one accident, and \$3,000,000.00 for injuries sustained by two or more persons in any one accident and property damage liability in an amount not less than \$3,000,000.00 for each accident. Such insurance shall insure Tenant's Contractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others arising from its operations under the contracts, whether such operations are performed by Tenant's Contractors, or by anyone directly or indirectly employed by any of them.

(d) "All-risk" builder's risk insurance upon the entire Work to the full insurable value thereof. This insurance shall include the interests of Landlord and Tenant (and their respective contractors and subcontractors of any tier to the extent of any insurable interest therein) in Tenant's Work and shall insure against the perils of fire and extended coverage and shall include "all-risk" builder's risk insurance for physical loss or damage including, without duplication of coverage, theft vandalism and malicious mischief. If portions of Tenant's Work are stored off the site of the Building or in transit to said site are not covered under said "all-risk" builder's risk insurance, then Tenant shall effect and maintain similar property insurance on such portions of Tenant's Work. Any loss insured under said "all-risk" builder's risk insurance is to be adjusted with Landlord and Tenant and made payable to Landlord, as trustee for the insureds, as their interests may appear.

All policies shall be endorsed to include as additional insured parties the parties listed on, or required by, the Lease, and such additional persons as Landlord may reasonably designate.

The waiver of subrogation provisions contained in the Lease shall apply to all insurance policies to be obtained by Tenant pursuant to this paragraph. The insurance policy endorsements shall also provide that all additional insured parties shall be given thirty (30) days prior written notice of any cancellation of coverage and shall provide that the insurance coverage afforded to the additional insured parties thereunder shall be primary to any insurance carried independently by said additional insured parties. Additionally, where applicable, each policy shall contain a cross-liability and severability of interest clause.

Without limitation of the indemnification provisions contained in the Lease, to the fullest extent permitted by law, Tenant agrees to indemnify, protect, defend and hold harmless Landlord and its agents from and against all claims, liabilities, losses, damages and expenses of whatever nature arising out of or in connection with Tenant's Work or the entry of Tenant or Tenant's Contractors into the Building and the Premises, including, without limitation, mechanic's liens, the cost of any repairs to the Premises or Building necessitated by activities Tenant's Contractors, bodily injury to persons or damage to the property of Tenant, its employees, agents, invitees, licensees or others, except if and to the extent caused by Landlord or its agents, employees, or contractors. It is understood and agreed that the foregoing indemnity shall be in addition to the insurance requirements set forth above and shall not be in discharge of or in substitution for same or any other indemnity or insurance provision of the Lease.

8. THE ALLOWANCE.

(a) As Tenant's Work progresses, Tenant shall submit to Landlord, not more than once per month, draw requests together with signed full or partial (as applicable) lien waivers, contractors' affidavits, owner (tenant) statements and certificates of substantial completion from Tenant's Architect and the Project Engineer (collectively, the "Construction Payment Documentation"), in such form as may be reasonably required by Landlord and/or Landlord's title insurer, from all parties performing labor or supplying materials or services in connection with the portion of Tenant's Work covered by the applicable draw request, showing that such Tenant's Work has been completed. Provided Tenant complies with the requirements set forth in the preceding sentence and in this Workletter, and no default by Tenant then exists under the Lease beyond any applicable cure period, Landlord shall make contributions in the amount of each draw request not to exceed \$431,760.00 (i.e., \$35.00 per rentable square foot of the Premises) (the "Allowance"), for application to the extent thereof to the cost of the applicable portions of Tenant's Work. Landlord, at its option, may hold back and retain up to 10% of the Allowance (retainage) until completion of Tenant's Work and delivery to Landlord of all of the documents described in Paragraph 8(b) below. Within thirty (30) days after receipt of each draw request from Tenant, Landlord shall pay the amount of such draw request (less retainage) first from Tenant's Construction Deposit (until same has been exhausted) and then from the Allowance (until same has been exhausted) directly to Tenant's Contractor(s) entitled thereto, or, if and to the extent Tenant has already paid the applicable contractor (as evidenced by receipt of a paid statement from such contractor), then to Tenant. Tenant shall deliver to Landlord with each such draw request, copies of all Construction Payment Documentation related to such draw request. If the cost of Tenant's Work (as same may be increased under Paragraph 5 above) exceeds the amount of the Allowance, then Tenant shall have sole responsibility for the payment of such excess cost. The Allowance may be used only for "hard" costs of the Work (which shall mean and be limited to the costs of labor and materials, contractors' general overhead, general conditions/contingencies and

profit, permit fees, architectural and engineering fees and Landlord construction supervisory fees, Landlord may deduct from the Allowance all amounts owing to Landlord under Paragraph 4 of this Workletter before disbursing any portion of the Allowance.

(b) Within thirty (30) days after completion of Tenant's Work, Tenant shall furnish Landlord with full and final waivers of liens and contractors' affidavits, owner (tenant) statements and a certificate of final completion from Tenant's Architect and the Project Engineer, in such form as may be reasonably required by Landlord and/or Landlord's title insurer, from all parties performing labor or supplying materials or lienable services in connection with Tenant's Work, showing that all of said parties have been compensated in full and waiving all liens in connection with the Premises and the Building. Tenant shall concurrently submit to Landlord a detailed breakdown of Tenant's total construction costs, together with such evidence of payment as is reasonably satisfactory to Landlord.

(c) Tenant shall not cause or permit any mechanic's lien to be filed or recorded against the Building in connection with Tenant's Work, and if any such mechanic's lien is filed or recorded, Tenant, at its expense, shall cause such mechanic's lien to be released of record or bonded over within thirty (30) days after Tenant first becomes aware that such mechanic's lien has been filed or recorded. If Tenant fails to cause such mechanic's lien to be so released (or bonded over) within the time period set forth above, then Landlord may, at its option and without investigating the validity of such mechanic's lien, pay such mechanic's lien and cause same to be released of record and may use Tenant's Construction Deposit and/or the Allowance for such purpose.

9. MISCELLANEOUS.

(a) If Tenant fails to make any payment relating to Tenant's Work as required hereunder, Landlord, at its option, may complete Tenant's Work pursuant to the Approved Plans and continue to hold Tenant liable for the costs thereof and all other costs due to Landlord. Tenant's failure to pay any amounts owed by Tenant hereunder when due or Tenant's failure to perform its obligations hereunder after the expiration of any applicable notice and cure period, shall also constitute a default under the Lease and Landlord shall have all the rights and remedies granted to Landlord under the Lease for nonpayment of any amounts owed thereunder or failure by Tenant to perform its obligations thereunder.

(b) Notices under this Workletter shall be given in the same manner as under the Lease.

(c) This Workletter and the Lease set forth the entire agreement of Tenant and Landlord regarding Tenant's Work.

All amounts due from Tenant hereunder shall be deemed to be Rent due under the Lease.

10. ON-SITE PROJECT MANAGER. As a condition of Tenant's right to commence and perform Tenant's Work, Tenant, at its expense, shall engage the services of an on-site project manager (which may be the highest on-site project manager of Tenant's general contractor) approved in advance by and reasonably acceptable to Landlord, who will be charged with the task of performing daily supervision of Tenant's Work. Such on-site project manager

shall be familiar with all rules and regulations and procedures of the Building and all personnel of the Building engaged directly or indirectly in the management, operation and construction of the Building. Such on-site project manager shall be accountable and responsible to Tenant and to Landlord and, where necessary, shall serve as a liaison between Landlord and Tenant with respect to Tenant's Work. Landlord shall be entitled to rely on (and Tenant shall be bound by) all approvals, instructions and authorizations issued or given by such on-site project manager. Tenant, Tenant's on-site project manager (and Tenant's Contractors, if and when appropriate) shall conduct periodic (but not less frequently than weekly) progress meeting with the Building Manager during the course of performance of Tenant's Work.

Operating Entity/Licensee

Certificates of Good Standing for the Applicants are attached at Attachment-3.

The name and percentage of ownership of all persons with five percent or greater ownership in 25 East Same Day Surgery, LLC are listed below:

Name	Address	Ownership Interest
NorthShore/USP Surgery Centers II, LLC	15305 Dallas Parkway Addison, TX 75001	100%

File Number

0001970-4



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

25 EAST SAME DAY SURGERY, L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON DECEMBER 21, 1994, 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 11TH
day of OCTOBER A.D. 2019 .***

Jesse White

SECRETARY OF STATE

Authentication #: 1928400652 verifiable until 10/11/2020

Authenticate at: <http://www.cyberdriveillinois.com>

File Number

0151911-5



To all to whom these Presents Shall Come, Greeting:

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

NORTHSHORE/USP SURGERY CENTERS II, L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON MAY 20, 2005, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 11TH day of OCTOBER A.D. 2019 .

Jesse White

SECRETARY OF STATE

Authentication #: 1928400686 verifiable until 10/11/2020

Authenticate at: <http://www.cyberdriveillinois.com>

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "UNITED SURGICAL PARTNERS INTERNATIONAL, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-NINTH DAY OF AUGUST, A.D. 2018.

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

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



2865387 8300

SR# 20186409063

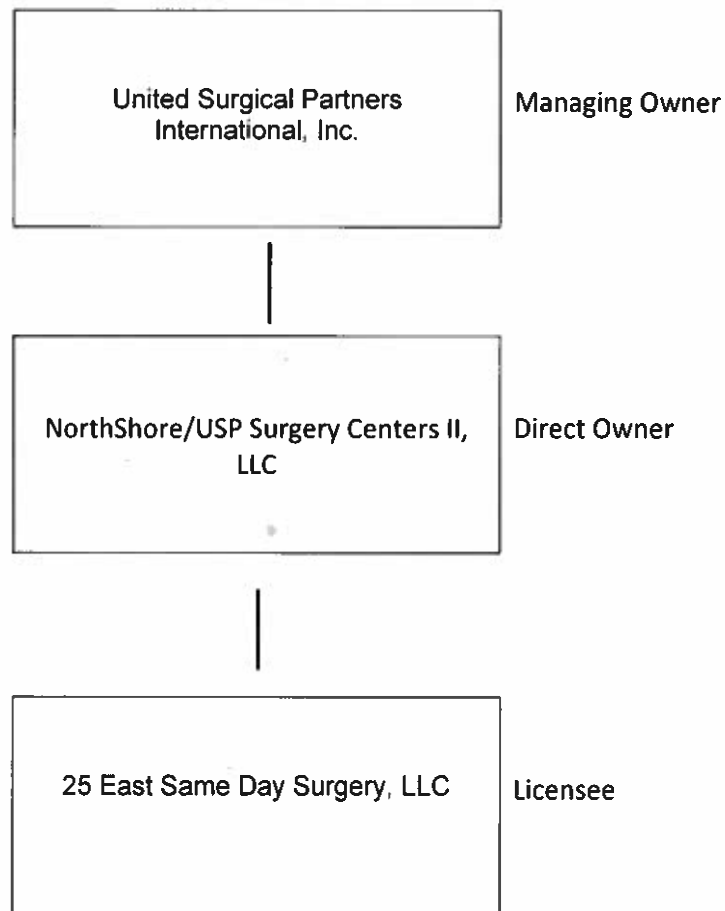
You may verify this certificate online at corp.delaware.gov/authver.shtml

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

Authentication: 203331417

Date: 08-29-18

Attachment -3

Entity Chart

Active CON Permits

The Applicants do not have any active CON permits.

Section II, Discontinuation

Criterion 1110.130(a), General

1. **Identify the categories of service and the number of beds, if any that is to be discontinued.**

The Applicants seek authority from the Health Facilities and Services Review Board (the "State Board") to discontinue, in its entirety, 25 East Same Day Surgery (the "Surgery Center"), a four operating room ASTC located at 25 East Washington St. Suite 300 Chicago, IL 60602.

2. **Identify all of the other clinical services that are to be discontinued.**

No other clinical services will be discontinued as a result of this project.

3. **Provide the anticipated date of discontinuation for each identified service or for the entire facility.**

Discontinuation will occur upon HFSRB approval. This is expected to occur prior to December 31, 2019.

4. **Provide the anticipated use of the physical plant and equipment after the discontinuation occurs.**

The Applicants lease space for the Surgery Center. As a result, the Applicants will have no control over the use of space after discontinuation.

5. **Provide the anticipated disposition and location of all medical records pertaining to the services being discontinued, and the length of time the records will be maintained.**

The Applicants will retain medical records as required by statute.

6. **For applications involving the discontinuation of an entire facility, certification by an authorized representative that all questionnaires and data required by HFSRB or DPH (e.g., annual questionnaires, capital expenditures surveys, etc.) will be provided through the date of discontinuation, and that the required information will be submitted no later than 60 days following the date of discontinuation.**

Attached as Attachment- 10a is a letter from the Applicants stating that the Surgery Center will submit all questionnaires and data required by HFSRB and IDPH.

Criterion 1110.130(b), Reasons for Discontinuation

This discontinuation is necessary due to substantial decreases in surgical volumes and revenue which have made continued operation of the Surgery Center untenable, as operating and overhead costs exceed the Surgery Center's revenues. The Surgery Center worked diligently to reorganize its ownership structure and/or recruit additional physicians to perform cases at the Surgery Center; however, it was unable to do so during the 12 month temporary suspension period. Since the Surgery Center is unable to maintain a reasonable operating margin, it must discontinue services.

Criterion 1110.130(c), Impact on Access

1. **Document whether or not the discontinuation of each service or of the entire facility will have an adverse effect upon access to care for residents of the facility's market area.**

The closure of the Surgery Center will not affect access to ASTC services in the planning area. Based on the 2017 Inventory of Other Healthcare Services, there were 52 ASTC operating/procedure rooms and 41,674 surgical hours within Planning Area 006. Although there is no need formula for ASTCs or the number of surgical/treatment rooms in a Geographic Service Area (GSA), this translates to 801 surgical hours per ASTC operating room, which is well below the State Board's utilization standard for an ASTC (1,500 hours per operating/procedure room). Accordingly, the closure of the Surgery Center will reduce the excess of operating rooms and bring the number of surgical hours in the Planning Area closer in line with the State Board's utilization standard.

Further, the Surgery Center temporarily discontinued services on January 1, 2019. Since the temporary closure, physicians have been referring patients to other facilities in the GSA. The temporary closure of the Surgery Center has not had an adverse effect upon access to care for residents of the market area, and the proposed discontinuation is not expected to have any additional impact.

2. Document that a written request for an impact statement was received by all existing or approved health care facilities (that provide the same services as those being discontinued) located within the planning area.

- Copies of notification letters sent to the ASTCs within the GSA are attached at Attachment-10b.
- A copy of a notice published in the Chicago Sun Times on October 18, 2019 is attached at Attachment- 10c.

Mr. Michael Constantino
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

RE: Provision of Required Questionnaires and Certifications

Dear Mr. Constantino:

The undersigned is an authorized representative of 25 East Same Day Surgery, LLC.

I hereby certify that 25 East Same Day Surgery, LLC will continue to complete all questionnaires and submit all data required by the Health Facilities and Services Review Board and the Department of Public Health as they become due.

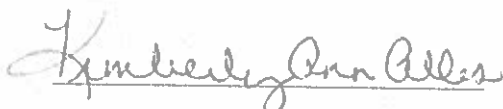
Sincerely,



Chris Hartshorn, Market President
Manager, 25 East Same Day Surgery Center, LLC

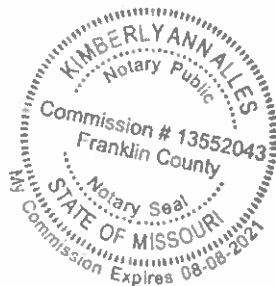
Notarization:

Subscribed and sworn to before
me this 14 day of October 2019



Signature of Notary

seal





Kara Friedman
Polsinelli PC
312-873-3639
kfriedman@polsinelli.com

October 15, 2019

VIA CERTIFIED MAIL 9414 7266 9904 2127 0340 48

Facility Administrator
River Forest Surgery Center, LLC
7427 Lake Street
River Forest, IL 60305

Re: Notice of Planned Closure of 25 East Same Day Surgery Center

Dear Facility Administrator:

I am writing on behalf of 25 East Same Day Surgery Center, LLC to inform you of the proposed discontinuation of 25 East Same Day Surgery Center, a four operating room Ambulatory Surgery Treatment Center located at 25 East Washington St. Suite 300 Chicago, IL 60602.

In accordance with 77 Ill. Admin. Code 1110.290(d), we are notifying all ASTCs located within 10 miles of 25 East Same Day Surgery Center to request that they address the impact of the proposed discontinuation on their facilities. You are receiving this letter because your ASTC is located within 10 miles of 25 East Same Day Surgery Center.

Discontinuation will occur as soon as practicable but no later than December 31, 2019.

While we do not anticipate that the discontinuation of 25 East Same Day Surgery Center will negatively impact area surgery centers, we invite you to inform us of any impact this action may have on your facility. Your written response is not mandatory.

In total, 4,309 unduplicated cases were performed at 25 East Same Day Surgery Center during the most recent two years.

Please advise us whether you anticipate your clinic will have additional capacity to accommodate a portion or all of the 25 East Same Day Surgery Center patients. If you are able to assume additional patients under these conditions, please provide us with an estimate of the number of patients that your ASTC could accept.

Please send your response to me at the address noted above within fifteen days of receipt of this letter. If we do not receive a response from you within fifteen days, it will be assumed that you agree that the discontinuation of 25 East Same Day Surgery will not have an adverse impact on your ASTC.

If you have any questions about plans to discontinue 25 East Same Day Surgery, please feel free to contact me at 312-873-3639.

Sincerely,

A handwritten signature in cursive script that reads "Kara Friedman". The signature is written in black ink and is positioned above the printed name and title.

Kara Friedman
Attorney, Polsinelli PC



Kara Friedman
Polsinelli PC
312-873-3639
kfriedman@polsinelli.com

October 15, 2019

VIA CERTIFIED MAIL 9414 7266 9904 2127 0340 55

Facility Administrator
River North Sameday Surgery
One East Erie Suite 300
Chicago, IL 60611

Re: Notice of Planned Closure of 25 East Same Day Surgery Center

Dear Facility Administrator:

I am writing on behalf of 25 East Same Day Surgery Center, LLC to inform you of the proposed discontinuation of 25 East Same Day Surgery Center, a four operating room Ambulatory Surgery Treatment Center located at 25 East Washington St. Suite 300 Chicago, IL 60602.

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If you have any questions about plans to discontinue 25 East Same Day Surgery, please feel free to contact me at 312-873-3639.

Sincerely,

A handwritten signature in black ink that reads "Kara Friedman". The signature is written in a cursive, flowing style.

Kara Friedman
Attorney, Polsinelli PC



Kara Friedman
Polsinelli PC
312-873-3639
kfriedman@polsinelli.com

October 15, 2019

VIA CERTIFIED MAIL 9414 7266 9904 2127 0340 62

Facility Administrator
The Surgery Center at 900 North Michigan Avenue, L
60 E Delaware Place, 15th Floor
Chicago, IL 60611

Re: Notice of Planned Closure of 25 East Same Day Surgery Center

Dear Facility Administrator:

I am writing on behalf of 25 East Same Day Surgery Center, LLC to inform you of the proposed discontinuation of 25 East Same Day Surgery Center, a four operating room Ambulatory Surgery Treatment Center located at 25 East Washington St. Suite 300 Chicago, IL 60602.

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Sincerely,

A handwritten signature in black ink that reads "Kara Friedman". The signature is written in a cursive, flowing style.

Kara Friedman
Attorney, Polsinelli PC



Kara Friedman
Polsinelli PC
312-873-3639
kfriedman@polsinelli.com

October 15, 2019

VIA CERTIFIED MAIL 9414 7266 9904 2127 0340 79

Facility Administrator
Gold Coast Surgicenter, LLC
845 N. Michigan Ave, Suite 985W
Chicago, IL 60611

Re: Notice of Planned Closure of 25 East Same Day Surgery Center

Dear Facility Administrator:

I am writing on behalf of 25 East Same Day Surgery Center, LLC to inform you of the proposed discontinuation of 25 East Same Day Surgery Center, a four operating room Ambulatory Surgery Treatment Center located at 25 East Washington St. Suite 300 Chicago, IL 60602.

In accordance with 77 Ill. Admin. Code 1110.290(d), we are notifying all ASTCs located within 10 miles of 25 East Same Day Surgery Center to request that they address the impact of the proposed discontinuation on their facilities. You are receiving this letter because your ASTC is located within 10 miles of 25 East Same Day Surgery Center.

Discontinuation will occur as soon as practicable but no later than December 31, 2019.

While we do not anticipate that the discontinuation of 25 East Same Day Surgery Center will negatively impact area surgery centers, we invite you to inform us of any impact this action may have on your facility. Your written response is not mandatory.

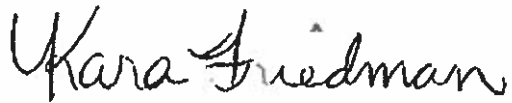
In total, 4,309 unduplicated cases were performed at 25 East Same Day Surgery Center during the most recent two years.

Please advise us whether you anticipate your clinic will have additional capacity to accommodate a portion or all of the 25 East Same Day Surgery Center patients. If you are able to assume additional patients under these conditions, please provide us with an estimate of the number of patients that your ASTC could accept.

Please send your response to me at the address noted above within fifteen days of receipt of this letter. If we do not receive a response from you within fifteen days, it will be assumed that you agree that the discontinuation of 25 East Same Day Surgery will not have an adverse impact on your ASTC.

If you have any questions about plans to discontinue 25 East Same Day Surgery, please feel free to contact me at 312-873-3639.

Sincerely,

A handwritten signature in black ink that reads "Kara Friedman". The signature is written in a cursive, flowing style.

Kara Friedman
Attorney, Polsinelli PC



Kara Friedman
Polsinelli PC
312-873-3639
kfriedman@polsinelli.com

October 15, 2019

VIA CERTIFIED MAIL 9414 7266 9904 2127 0340 86

Facility Administrator
Hyde Park Surgical Center
1644 E 53rd St
Chicago, IL 60615

Re: Notice of Planned Closure of 25 East Same Day Surgery Center

Dear Facility Administrator:

I am writing on behalf of 25 East Same Day Surgery Center, LLC to inform you of the proposed discontinuation of 25 East Same Day Surgery Center, a four operating room Ambulatory Surgery Treatment Center located at 25 East Washington St. Suite 300 Chicago, IL 60602.

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Sincerely,

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Kara Friedman
Attorney, Polsinelli PC



Kara Friedman
Polsinelli PC
312-873-3639
kfriedman@polsinelli.com

October 15, 2019

VIA CERTIFIED MAIL 9414 7266 9904 2127 0340 93

Facility Administrator
SURGICORE
10547 S. EWING AVE.
CHICAGO, IL 60617

Re: Notice of Planned Closure of 25 East Same Day Surgery Center

Dear Facility Administrator:

I am writing on behalf of 25 East Same Day Surgery Center, LLC to inform you of the proposed discontinuation of 25 East Same Day Surgery Center, a four operating room Ambulatory Surgery Treatment Center located at 25 East Washington St. Suite 300 Chicago, IL 60602.

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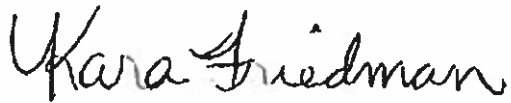
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Kara Friedman
Attorney, Polsinelli PC



Kara Friedman
Polsinelli PC
312-873-3639
kfriedman@polsinelli.com

October 15, 2019

VIA CERTIFIED MAIL 9414 7266 9904 2127 0341 09

Facility Administrator
ROGERS PARK ONE DAY SURGERY CENTER
7616 NORTH PAULINA ST
CHICAGO, IL 60626

Re: Notice of Planned Closure of 25 East Same Day Surgery Center

Dear Facility Administrator:

I am writing on behalf of 25 East Same Day Surgery Center, LLC to inform you of the proposed discontinuation of 25 East Same Day Surgery Center, a four operating room Ambulatory Surgery Treatment Center located at 25 East Washington St. Suite 300 Chicago, IL 60602.

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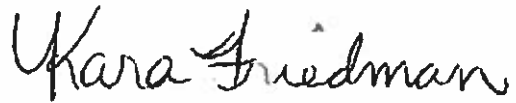
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Sincerely,

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Kara Friedman
Attorney, Polsinelli PC



Kara Friedman
Polsinelli PC
312-873-3639
kfriedman@polsinelli.com

October 15, 2019

VIA CERTIFIED MAIL 9414 7266 9904 2127 0341 16

Facility Administrator
BELMONT/HARLEM SURGERY CENTER, LLC
3101 NORTH HARLEM AVE
CHICAGO, IL 60634

Re: Notice of Planned Closure of 25 East Same Day Surgery Center

Dear Facility Administrator:

I am writing on behalf of 25 East Same Day Surgery Center, LLC to inform you of the proposed discontinuation of 25 East Same Day Surgery Center, a four operating room Ambulatory Surgery Treatment Center located at 25 East Washington St. Suite 300 Chicago, IL 60602.

In accordance with 77 Ill. Admin. Code 1110.290(d), we are notifying all ASTCs located within 10 miles of 25 East Same Day Surgery Center to request that they address the impact of the proposed discontinuation on their facilities. You are receiving this letter because your ASTC is located within 10 miles of 25 East Same Day Surgery Center.

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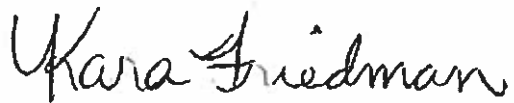
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Kara Friedman
Attorney, Polsinelli PC



Kara Friedman
Polsinelli PC
312-873-3639
kfriedman@polsinelli.com

October 15, 2019

VIA CERTIFIED MAIL 9414 7266 9904 2127 0341 23

Facility Administrator
Magna Surgical Center
7456 S State Road, Suite 300
Bedford Park, IL 60638

Re: Notice of Planned Closure of 25 East Same Day Surgery Center

Dear Facility Administrator:

I am writing on behalf of 25 East Same Day Surgery Center, LLC to inform you of the proposed discontinuation of 25 East Same Day Surgery Center, a four operating room Ambulatory Surgery Treatment Center located at 25 East Washington St. Suite 300 Chicago, IL 60602.

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Kara Friedman
Attorney, Polsinelli PC



Kara Friedman
Polsinelli PC
312-873-3639
kfriedman@polsinelli.com

October 15, 2019

VIA CERTIFIED MAIL 9414 7266 9904 2127 0341 30

Facility Administrator
FULLERTON SURGERY CENTER, LTD
4849 W. FULLERTON AVE
CHICAGO , IL 60639

Re: Notice of Planned Closure of 25 East Same Day Surgery Center

Dear Facility Administrator:

I am writing on behalf of 25 East Same Day Surgery Center, LLC to inform you of the proposed discontinuation of 25 East Same Day Surgery Center, a four operating room Ambulatory Surgery Treatment Center located at 25 East Washington St. Suite 300 Chicago, IL 60602.

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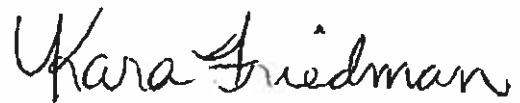
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Sincerely,

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Kara Friedman
Attorney, Polsinelli PC



Kara Friedman
Polsinelli PC
312-873-3639
kfriedman@polsinelli.com

October 15, 2019

VIA CERTIFIED MAIL 9414 7266 9904 2127 0341 47

Facility Administrator
Six Corners Sameday Surgery, LLC
4211 N Cicero Ave
Chicago, IL 60641

Re: Notice of Planned Closure of 25 East Same Day Surgery Center

Dear Facility Administrator:

I am writing on behalf of 25 East Same Day Surgery Center, LLC to inform you of the proposed discontinuation of 25 East Same Day Surgery Center, a four operating room Ambulatory Surgery Treatment Center located at 25 East Washington St. Suite 300 Chicago, IL 60602.

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Kara Friedman
Attorney, Polsinelli PC



Kara Friedman
Polsinelli PC
312-873-3639
kfriedman@polsinelli.com

October 15, 2019

VIA CERTIFIED MAIL 9414 7266 9904 2127 0341 54

Facility Administrator
LAKESHORE SURGERY CENTER
7200 N. WESTERN AVE
CHICAGO , IL 60645

Re: Notice of Planned Closure of 25 East Same Day Surgery Center

Dear Facility Administrator:

I am writing on behalf of 25 East Same Day Surgery Center, LLC to inform you of the proposed discontinuation of 25 East Same Day Surgery Center, a four operating room Ambulatory Surgery Treatment Center located at 25 East Washington St. Suite 300 Chicago, IL 60602.

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Kara Friedman
Attorney, Polsinelli PC



Kara Friedman
Polsinelli PC
312-873-3639
kfriedman@polsinelli.com

October 15, 2019

VIA CERTIFIED MAIL 9414 7266 9904 2127 0341 61

Facility Administrator
FULLERTON KIMBALL MEDICAL & SURGICAL CENTER
3412 W. FULLERTON AVE
CHICAGO, IL 60647

Re: Notice of Planned Closure of 25 East Same Day Surgery Center

Dear Facility Administrator:

I am writing on behalf of 25 East Same Day Surgery Center, LLC to inform you of the proposed discontinuation of 25 East Same Day Surgery Center, a four operating room Ambulatory Surgery Treatment Center located at 25 East Washington St. Suite 300 Chicago, IL 60602.

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Kara Friedman
Attorney, Polsinelli PC



Kara Friedman
Polsinelli PC
312-873-3639
kfriedman@polsinelli.com

October 15, 2019

VIA CERTIFIED MAIL 9414 7266 9904 2127 0341 78

Facility Administrator
Western Diversey Surgical Center
2744 N. Western Avenue
Chicago, IL 60647

Re: Notice of Planned Closure of 25 East Same Day Surgery Center

Dear Facility Administrator:

I am writing on behalf of 25 East Same Day Surgery Center, LLC to inform you of the proposed discontinuation of 25 East Same Day Surgery Center, a four operating room Ambulatory Surgery Treatment Center located at 25 East Washington St. Suite 300 Chicago, IL 60602.

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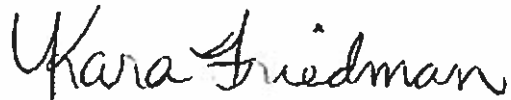
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Kara Friedman
Attorney, Polsinelli PC



Kara Friedman
Polsinelli PC
312-873-3639
kfriedman@polsinelli.com

October 15, 2019

VIA CERTIFIED MAIL 9414 7266 9904 2127 0341 85

Facility Administrator
Grand Avenue Surgical Center
17 W Grand Ave
Chicago, IL 60654

Re: Notice of Planned Closure of 25 East Same Day Surgery Center

Dear Facility Administrator:

I am writing on behalf of 25 East Same Day Surgery Center, LLC to inform you of the proposed discontinuation of 25 East Same Day Surgery Center, a four operating room Ambulatory Surgery Treatment Center located at 25 East Washington St. Suite 300 Chicago, IL 60602.

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Attorney, Polsinelli PC



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Polsinelli PC
312-873-3639
kfriedman@polsinelli.com

October 15, 2019

VIA CERTIFIED MAIL 9414 7266 9904 2127 0341 92

Facility Administrator
NovaMed Surgery Center of Chicago Northshore, LLC
3034 W. Peterson Avenue
Chicago, IL 60659

Re: Notice of Planned Closure of 25 East Same Day Surgery Center

Dear Facility Administrator:

I am writing on behalf of 25 East Same Day Surgery Center, LLC to inform you of the proposed discontinuation of 25 East Same Day Surgery Center, a four operating room Ambulatory Surgery Treatment Center located at 25 East Washington St. Suite 300 Chicago, IL 60602.

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Attorney, Polsinelli PC



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Polsinelli PC
312-873-3639
kfriedman@polsinelli.com

October 15, 2019

VIA CERTIFIED MAIL 9414 7266 9904 2127 0342 08

Facility Administrator
Peterson Medical Surgi-Center
2300 W Peterson Avenue
Chicago, IL 60659

Re: Notice of Planned Closure of 25 East Same Day Surgery Center

Dear Facility Administrator:

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October 15, 2019

VIA CERTIFIED MAIL 9414 7266 9904 2127 0342 15

Facility Administrator
ADVANCED AMBULATORY SURGICAL CENTER
2333 N. HARLEM AVE
CHICAGO , IL 60707

Re: Notice of Planned Closure of 25 East Same Day Surgery Center

Dear Facility Administrator:

I am writing on behalf of 25 East Same Day Surgery Center, LLC to inform you of the proposed discontinuation of 25 East Same Day Surgery Center, a four operating room Ambulatory Surgery Treatment Center located at 25 East Washington St. Suite 300 Chicago, IL 60602.

In accordance with 77 Ill. Admin. Code 1110.290(d), we are notifying all ASTCs located within 10 miles of 25 East Same Day Surgery Center to request that they address the impact of the proposed discontinuation on their facilities. You are receiving this letter because your ASTC is located within 10 miles of 25 East Same Day Surgery Center.

Discontinuation will occur as soon as practicable but no later than December 31, 2019.

While we do not anticipate that the discontinuation of 25 East Same Day Surgery Center will negatively impact area surgery centers, we invite you to inform us of any impact this action may have on your facility. Your written response is not mandatory.

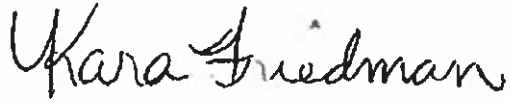
In total, 4,309 unduplicated cases were performed at 25 East Same Day Surgery Center during the most recent two years.

Please advise us whether you anticipate your clinic will have additional capacity to accommodate a portion or all of the 25 East Same Day Surgery Center patients. If you are able to assume additional patients under these conditions, please provide us with an estimate of the number of patients that your ASTC could accept.

Please send your response to me at the address noted above within fifteen days of receipt of this letter. If we do not receive a response from you within fifteen days, it will be assumed that you agree that the discontinuation of 25 East Same Day Surgery will not have an adverse impact on your ASTC.

If you have any questions about plans to discontinue 25 East Same Day Surgery, please feel free to contact me at 312-873-3639.

Sincerely,

A handwritten signature in black ink that reads "Kara Friedman". The signature is written in a cursive, flowing style.

Kara Friedman
Attorney, Polsinelli PC



Kara Friedman
Polsinelli PC
312-873-3639
kfriedman@polsinelli.com

October 15, 2019

VIA CERTIFIED MAIL 9414 7266 9904 2127 0342 22

Facility Administrator
Elmwood Park Same Day Surgery Center
1614 North Harlem Avenue
Elmwood Park, IL 60707

Re: Notice of Planned Closure of 25 East Same Day Surgery Center

Dear Facility Administrator:

I am writing on behalf of 25 East Same Day Surgery Center, LLC to inform you of the proposed discontinuation of 25 East Same Day Surgery Center, a four operating room Ambulatory Surgery Treatment Center located at 25 East Washington St. Suite 300 Chicago, IL 60602.

In accordance with 77 Ill. Admin. Code 1110.290(d), we are notifying all ASTCs located within 10 miles of 25 East Same Day Surgery Center to request that they address the impact of the proposed discontinuation on their facilities. You are receiving this letter because your ASTC is located within 10 miles of 25 East Same Day Surgery Center.

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In total, 4,309 unduplicated cases were performed at 25 East Same Day Surgery Center during the most recent two years.

Please advise us whether you anticipate your clinic will have additional capacity to accommodate a portion or all of the 25 East Same Day Surgery Center patients. If you are able to assume additional patients under these conditions, please provide us with an estimate of the number of patients that your ASTC could accept.

Please send your response to me at the address noted above within fifteen days of receipt of this letter. If we do not receive a response from you within fifteen days, it will be assumed that you agree that the discontinuation of 25 East Same Day Surgery will not have an adverse impact on your ASTC.

If you have any questions about plans to discontinue 25 East Same Day Surgery, please feel free to contact me at 312-873-3639.

Sincerely,

A handwritten signature in black ink that reads "Kara Friedman". The signature is written in a cursive, flowing style.

Kara Friedman
Attorney, Polsinelli PC



Kara Friedman
Polsinelli PC
312-873-3639
kfriedman@polsinelli.com

October 15, 2019

VIA CERTIFIED MAIL 9414 7266 9904 2127 0342 39

Facility Administrator
North Shore Surgical Center
3725 W Touhy Ave
Lincolnwood, IL 60712

Re: Notice of Planned Closure of 25 East Same Day Surgery Center

Dear Facility Administrator:

I am writing on behalf of 25 East Same Day Surgery Center, LLC to inform you of the proposed discontinuation of 25 East Same Day Surgery Center, a four operating room Ambulatory Surgery Treatment Center located at 25 East Washington St. Suite 300 Chicago, IL 60602.

In accordance with 77 Ill. Admin. Code 1110.290(d), we are notifying all ASTCs located within 10 miles of 25 East Same Day Surgery Center to request that they address the impact of the proposed discontinuation on their facilities. You are receiving this letter because your ASTC is located within 10 miles of 25 East Same Day Surgery Center.

Discontinuation will occur as soon as practicable but no later than December 31, 2019.

While we do not anticipate that the discontinuation of 25 East Same Day Surgery Center will negatively impact area surgery centers, we invite you to inform us of any impact this action may have on your facility. Your written response is not mandatory.

In total, 4,309 unduplicated cases were performed at 25 East Same Day Surgery Center during the most recent two years.

Please advise us whether you anticipate your clinic will have additional capacity to accommodate a portion or all of the 25 East Same Day Surgery Center patients. If you are able to assume additional patients under these conditions, please provide us with an estimate of the number of patients that your ASTC could accept.

Please send your response to me at the address noted above within fifteen days of receipt of this letter. If we do not receive a response from you within fifteen days, it will be assumed that you agree that the discontinuation of 25 East Same Day Surgery will not have an adverse impact on your ASTC.

Attachment- 10b

Certified Article Number

9414 7266 9904 2127 0342 39

SENDER'S RECORD

102

If you have any questions about plans to discontinue 25 East Same Day Surgery, please feel free to contact me at 312-873-3639.

Sincerely,

A handwritten signature in black ink that reads "Kara Friedman". The signature is written in a cursive, flowing style.

Kara Friedman
Attorney, Polsinelli PC

Notice Published in the Chicago Sun Times on October 18, 2019

25 East Same Day Surgery, LLC ("25 East") has operated an ambulatory surgical treatment center located at 25 E. Washington St. Suite 300 Chicago, IL 60602 (the "ASTC"). Pending approval by the Illinois Health Facilities and Services Review Board, 25 East will discontinue the ASTC services by December 31, 2019. The ASTC temporarily suspended services on January 1, 2019 at which time physicians on staff primarily moved their surgical block time to alternate locations. 25 East will continue to work with area physicians to ensure the closure does not have an adverse effect upon patients' access to care. If you are or have been a patient of 25 East and have questions about obtaining your medical records, please call 317-679-7352.

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

RE: Attachment 11 - Background of Applicant

Dear Vice Chair Sewell:

The following information addresses the four points of the subject criterion 1110.230:

1. Except for 25 East Same Day Surgery, LLC, the operator of 25 E. Same Day Surgery (the "Operator") does not currently own or operate any other healthcare facilities. Copies of the current license and accreditation are attached at Attachment- 11A.

2. In addition to the Operator, the direct owner of the Operator is NorthShore/USP Surgery Centers II, LLC, and this applicant has a 5% or greater ownership interest in the following IDPH licensed health care facilities:

- 25 East Same Day Surgery, located at 25 East Washington St. Suite 300 Chicago, IL 60602
- North Shore Surgical Center, located at 3725 West Touhy Avenue, Lincolnwood, IL 60712
- River North Same Day Surgery Center, located at 1 East Street, #300, Chicago, IL 60611

Finally, the entity having final control of the Operator is United Surgical Partners International and it owns a 5% or greater ownership stake in the following IDPH licensed healthcare facilities.

- Hinsdale Surgical Center, located at 10 Salt Creek Lane Hinsdale, IL 60521
- Silver Cross Ambulatory Surgery Center, located at 1003 Pawlak Parkway New Lenox, IL 60451

3. There have been no adverse actions taken against such healthcare facilities during the three years prior to the filing of this application.

4. This letter serves as authorization permitting the Illinois Health and Services Review Board (HFSRB) access to information in order to verify any documentation or information submitted in response to the requirements of this subsection or to obtain any documentation or information which the HFSRB finds pertinent to this subsection.

Attachment-11

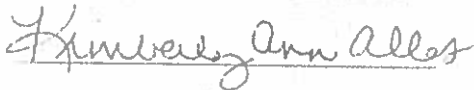
Sincerely,



Chris Hartshorn, Market President
Manager, 25 East Same Day Surgery Center, LLC

Notarization:

Subscribed and sworn to before
me this 14 day of October 2019



Signature of Notary
seal





**Illinois Department of
PUBLIC HEALTH**

HF 118880

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

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

Ngozi O. Ezike, M.D.
Director

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE	CATEGORY	ID NUMBER
11/1/2020		7003198
Ambulatory Surgery Treatment Center		
Effective 11/02/2019		

Hinsdale Surgical Center
10 Salt Creek Ln
Hinsdale, IL 60521

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

← **DISPLAY THIS PART IN A
CONSPICUOUS PLACE**

Exp. Date 11/1/2020

Lic Number 7003198

Date Printed 9/12/2019

Hinsdale Surgical Center
10 Salt Creek Ln
Hinsdale, IL 60521-2648

FEE RECEIPT NO.

Hinsdale Surgical Center, LLC

Hinsdale, IL

has been Accredited by




The Joint Commission


Which has surveyed this organization and found it to meet the requirements for the
Ambulatory Health Care Accreditation Program

September 20, 2017

Accreditation is customarily valid for up to 36 months.


Craig W. Jones, FACHE
Chair, Board of Commissioners

ID #131243
Print/Reprint Date: 11/23/2017


Mark R. Chassin, MD, FACP, MPP, MPH
President

The Joint Commission is an independent, not-for-profit national body that oversees the safety and quality of health care and other services provided in accredited organizations. Information about accredited organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding accreditation and the accreditation performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.



DISPLAY THIS PART IN A
CONSPICUOUS PLACE

Illinois Department of PUBLIC HEALTH	
LICENSE, PERMIT, CERTIFICATION, REGISTRATION	
<small>This permit is subject to the provisions of the Illinois Public Health Act, Chapter 110, ILCS 110-0, and the rules and regulations of the Department of Public Health, Chapter 110, ILCS 110-0.</small>	
Ngozi O. Ezike, M.D.	7003130
Director	7003130
7/28/2020	7003130
Ambulatory Surgery Treatment Center	
Effective: 07/29/2019	
North Shore Same Day Surgery, LLC	
dba North Shore Surgical Center	
3725 W Touhy Ave	
Lincolnwood, IL 60712	

Exp. Date 7/28/2020
Lic Number 7003130

Date Printed 6/19/2019

North Shore Same Day Surgery, LLC
dba North Shore Surgical Center
3725 W Touhy Ave
Lincolnwood, IL 60712-2603

FEE RECEIPT NO.

North Shore Same Day Surgery

Lincolnwood, IL

has been Accredited by



The Joint Commission


Which has surveyed this organization and found it to meet the requirements for the
Ambulatory Health Care Accreditation Program

January 6, 2018

Accreditation is customarily valid for up to 36 months.


Craig W. Jones, PsyCHE
Chair, Board of Commissioners

ID #110195
Print/Reprint Date: 07/17/2018


Mark R. Chassin, MD, FACP, MPP, MPH
President

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This reproduction of the original accreditation certificate has been issued for use in regularly paying agency verification of accreditation by The Joint Commission. Please consult Quality Check on The Joint Commission's website to confirm the organization's current accreditation status and for a listing of the organization's locations of care.



**Illinois Department of
PUBLIC HEALTH**

HF116841

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Health Care Act 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.

RENEWAL DATE	2020/06/01	ID NUMBER
12/6/2019		7003216
Ambulatory Surgery Treatment Center		
Effective: 12/07/2018		

Silver Cross Ambulatory Surgery Center
1003 Pawlak Parkway
New Lenox, IL 60451

This face of this license has a colored background. Printed by Authority of the State of Illinois • ID: 218240 534 5716



March 20, 2019

Re: #608745

CCN: #14C0001172

Program: Ambulatory Surgical Center

Accreditation Expiration Date: February 03, 2021

Amy Sinder
Administrator
Silver Cross Ambulatory Surgery Center, LLC
15305 Dallas Pkwy, Suite 1600
Addison, Texas 75001

Dear Ms. Sinder:

This letter confirms that your February 15, 2019 unannounced for-cause survey was conducted for the purposes of assessing compliance with the Medicare conditions for ambulatory surgical centers through The Joint Commission's deemed status survey process.

Based upon the submission of your evidence of standards compliance on March 19, 2019, The Joint Commission is granting your organization an accreditation decision of Accredited with an effective date of February 16, 2019.

The Joint Commission is also recommending your organization for continued Medicare certification effective February 16, 2019. Please note that the Centers for Medicare and Medicaid Services (CMS) Regional Office (RO) makes the final determination regarding your Medicare participation and the effective date of participation in accordance with the regulations at 42 CFR 489.13. Your organization is encouraged to share a copy of this Medicare recommendation letter with your State Survey Agency.

This recommendation applies to the following location:

Silver Cross Ambulatory Surgery Center, LLC
d/b/a Silver Cross Surgery Center
1003 Pawlak Parkway, New Lenox, IL, 60451

Please be assured that The Joint Commission will keep the report confidential, except as required by law or court order. To ensure that The Joint Commission's information about your organization is always accurate and current, our policy requires that you inform us of any changes in the name or ownership of your organization or the health care services you provide.

Sincerely,

A handwritten signature in dark ink, appearing to read "Mark Pelletier".



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

cc: CMS/Central Office/Survey & Certification Group/Division of Acute Care Services
CMS/Regional Office 5 /Survey and Certification Staff

Headquarters

One Renaissance Boulevard
Oakbrook Terrace, IL 60181
(630) 292-5000 Voice

 Illinois Department of PUBLIC HEALTH		HF 118361
LICENSE, PERMIT, CERTIFICATION, REGISTRATION		
<small>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</small>		
Ngozi O. Ezike, M.D. Director		<small>Issued under the authority of the Illinois Department of Public Health</small>
<small>EXPIRATION DATE</small> 7/11/2020	<small>CATEGORY</small>	<small>NUMBER</small> 7002090
Ambulatory Surgery Treatment Center Effective: 07/12/2019		
River North Same Day Surgery Center, LLC 1 E Erie St Ste 300 Chicago, IL 60611		
<small>The face of this license has a colored background. Printed by Authority of the State of Illinois. PO 119-493-0001 9/18</small>		

Same Day Surgery Network River North Same Day Surgery

Chicago, IL

has been Accredited by



The Joint Commission

Which has surveyed this organization and found it to meet the requirements for the
Ambulatory Health Care Accreditation Program

January 6, 2018

Accreditation is customarily valid for up to 36 months.



Craig W. Jones, M.D.
Chair, Board of Commissioners

ID #110195
Print Reprint Date: 07/17/2018


Mark R. Chassin, MD, FACP, MPP, MPH
President

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DISPLAY THIS PART IN A
CONSPICUOUS PLACE

 Illinois Department of PUBLIC HEALTH			HF117244	
LICENSE, PERMIT, CERTIFICATION, REGISTRATION				
<small>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.</small>				
Nirav D. Shah, M.D., J.D. Director			<small>Issued under the authority of the Illinois Department of Public Health</small>	
EXPIRATION DATE	CATEGORY	I.D. NUMBER		
1/18/2020		7001969		
Ambulatory Surgery Treatment Center				
Effective: 01/19/2019				
25 East Same Day Surgery 25 East Washington Suite 300 Chicago, IL 60602				
<small>The face of this license has a colored background. Printed by Authority of the State of Illinois • PO #48240 5M 5716</small>				

Exp. Date 1/18/2020
Lic Number 7001969

Date Printed 12/24/2018

25 East Same Day Surgery
25 East Washington Suite 300
Chicago, IL 60602-1733

Safety Net Impact Statement

This Safety Net Impact Statement addresses the following requirements:

- 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.**

The discontinuation of 25 East Same Day Surgery Center (the "Surgery Center") will not impact safety net providers in the community. As discussed in Attachment- 10, the Surgery Center temporarily suspended operations on January 1, 2019 at which time physicians on staff primarily moved their surgical block time to other facilities in the GSA. This temporary closure has not had an adverse impact on essential safety net services in the community, and the proposed discontinuation is not expected to have any additional impact.

Further, based on the 2017 Inventory of Other Healthcare Services, there were 52 ASTC operating/procedure rooms and 41,674 surgical hours within Planning Area 006. Although there is no need formula for ASTCs or the number of surgical/treatment rooms in a GSA, this translates to 801 surgical hours per ASTC operating room, which is well below the State Board's utilization standard for an ASTC (1,500 hours per operating/procedure room). Collectively, the remaining ASTCs in the GSA have sufficient capacity to accommodate the Surgery Center's patients.

- 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.**

The discontinuation of the Surgery Center will not impact the ability of other healthcare providers or health care systems to cross-subsidize safety net services. Following the proposed discontinuation, physicians will continue to utilize the facilities where their block time moved upon the Surgery Center's temporary closure on January 1, 2019.

- 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.**

The discontinuation of the Surgery Center will not impact the remaining safety net providers in the community. As detailed above, the remaining ASTCs in the GSA have sufficient capacity to accommodate the Surgery Center's patients.

Safety Net Impact Statements shall also include:

- 1. For the three fiscal years prior to the application, the applicant must also provide certification describing the amount of charity care provided by the applicant;**
- 2. For the three fiscal years prior to the application, a certification of the amount of charity care provided to Medicaid patients;**
- 3. Any information the applicant believes is directly relevant to safety net services.**

Safety Net Impact Statement

CHARITY CARE			
	2016	2017	2018
Charity (# of patients)	1	0	0
Charity (cost in dollars)	\$944	\$0	0
MEDICAID			
	2016	2017	2018
Medicaid (# of patients)	16	8	4
Medicaid (revenue)	\$10,654	\$2,233	-\$18,915

Charity Care Information

Charity care figures for the latest three audited fiscal years for the healthcare facilities owned or operated by the Applicants are provided in the table below:

25 East Same Day Surgery Center

CHARITY CARE			
	2016	2017	2018
Net Patient Revenue	\$3,331,816	\$4,940,410	\$5,000,087
Amount of Charity Care (charges)	\$9,882	\$0	\$0
Cost of Charity Care	\$944	\$0	\$0
Ratio of the cost of Charity Care to Net Patient Revenue	0%	0%	0%