

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

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: OAK Surgery Center		
Street Address: 6712 N. Convent Street		
City and Zip Code: Bourbonnais, 60914		
County: Kankakee	Health Service Area: 009	Health Planning Area: 091

Legislators

State Senator Name: Patrick Joyce
State Representative Name: Jackie Haas

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

Exact Legal Name: OAK ASC, LLC
Street Address: 400 South Kennedy Drive, Suite 100
City and Zip Code: Bradley, IL 60915
Name of Registered Agent: Michael J. Corcoran, MD
Registered Agent Street Address: 400 South Kennedy Drive, Suite 100
Registered Agent City and Zip Code: Bradley, IL 60915
Name of President: Michelle Flaherty
President Street Address: 400 South Kennedy Drive, Suite 100
President City and Zip Code: Bradley, IL 60915
President Telephone Number: 815-928-8050

Type of Ownership of Applicants

☐ Non-profit Corporation	☐ Partnership
☐ For-profit Corporation	☐ Governmental
☒ Limited Liability Company	☐ Sole Proprietorship
☐ Other	
- Corporations and limited liability companies must provide an Illinois certificate of good standing. - Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.	
APPEND DOCUMENTATION AS ATTACHMENT 1, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

Primary Contact [Person to receive ALL correspondence or inquiries]

Name: Michelle Flaherty
Title: Administrator
Company Name: OAK ASC, LLC
Address: 6712 N. Convent Street, Bourbonnais, IL 60914, 2nd Floor
Telephone Number: 815-469-3452
E-mail Address: mflaherty@ibji.com
Fax Number: N/A

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Exact Legal Name: OAK Professional Complex, LLC
Street Address: 6712 N. Convent Street
City and Zip Code: Bourbonnais, IL 60914
Name of Registered Agent: Michael J. Corcoran, M.D.
Registered Agent Street Address: 400 South Kennedy Drive, Suite 100
Registered Agent City and Zip Code: Bradley, IL 60915
Name of President: Michael J. Corcoran, M.D.
President Street Address: 400 South Kennedy Drive, Suite 100
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State Representative Name: Jackie Haas

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

Exact Legal Name: IBJI ASC Ventures, LLC
Street Address: 900 Rand Rd., Suite 300
City and Zip Code: Des Plaines, IL 60016
Name of Registered Agent: Charmia Zigmond
Registered Agent Street Address: 900 Rand Rd., Suite 300
Registered Agent City and Zip Code: Des Plaines, IL 60016
Name of President: Andre Blom
President Street Address: 900 Rand Rd., Suite 300
President City and Zip Code: Des Plaines, Illinois 60016
President Telephone Number: 847- 998-5680

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Primary Contact [Person to receive ALL correspondence or inquiries]

Name: Charmia Zigmond
Title: General Counsel
Company Name: Illinois Bone & Joint Institute, LLC
Address: 900 Rand Rd., Suite 300, Des Plaines, IL 60016
Telephone Number: 847-929-1192
E-mail Address: czigmond@ibji.com
Fax Number: N/A

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Name: Charmia Zigmond
Title: General Counsel
Company Name: Illinois Bone & Joint Institute, LLC
Address: 900 Rand Rd., Suite 300, Des Plaines, IL 60016, 2nd Floor
Telephone Number: 847-929-1192
E-mail Address: czigmond@ibji.com
Fax Number: N/A

Additional Contact

[Person who is also authorized to discuss the Application]

Name: Mark J. Silberman and Juan Morado Jr.
Title: CON Counsel
Company Name: Benesch Friedlander Coplan & Aronoff
Address: 71 South Wacker Drive Suite 1600
Telephone Number: 312-212-4967
E-mail Address: MSilberman@Beneschlaw.com and JMorado@Beneschlaw.com
Fax Number: 312-767-9192

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

Name: Michelle Flaherty
Title: Administrator
Company Name: OAK ASC, LLC
Address: 6712 N. Convent Street, Bourbonnais, IL 60914, 2nd Floor
Telephone Number: 815-469-3452
E-mail Address: mflaherty@ibji.com
Fax Number: N/A

Site Ownership after the Project is Complete

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: OAK Professional Complex, LLC
Address of Site Owner: 400 South Kennedy Drive, Suite 100 Bradley, Illinois 60915
Street Address or Legal Description of the Site: Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statements, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease, or a lease.
APPEND DOCUMENTATION AS ATTACHMENT 2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Current Operating Identity/Licensee

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

Exact Legal Name: OAK ASC, LLC	
Address: 400 South Kennedy Drive, Suite 100, Bradley IL 60915	
☐ Non-profit Corporation ☐ For-profit Corporation ☒ Limited Liability Company ☐ Other	☐ Partnership ☐ Governmental ☐ Sole Proprietorship

Operating Identity/Licensee after the Project is Complete

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

Exact Legal Name: OAK ASC, LLC	
Address: 400 South Kennedy, Suite 100 Bradley, Illinois 60915	
☐ Non-profit Corporation ☐ For-profit Corporation ☒ Limited Liability Company ☐ Other	☐ Partnership ☐ Governmental ☐ Sole Proprietorship
○ Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. ○ Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. ○ Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	
APPEND DOCUMENTATION AS ATTACHMENT 3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

Organizational Relationships

Provide (for each applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.
APPEND DOCUMENTATION AS ATTACHMENT 4, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Narrative Description

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

This Certificate of Exemption ("COE") application addresses the change of ownership and change in control of the OAK Surgery Center ("ASTC") located at 6700 S. La Grange Rd., Bourbonnais, Illinois 60914. The ASTC is currently operated by OAK ASC, LLC ("OAK") which is owned with equal 20% interests by Tomasz Antkowiak, M.D., Michael J. Corcoran, M.D., Alexander E. Michalow, M.D., Kermit Muhammad, M.D., and Rajeev D. Puri, M.D.

IBJI OAK ASC, LLC will be acquiring the ownership interest currently held by the individual physicians associated with Illinois Bone and Joint Institute in OAK ASC, LLC. IBJI ASC Ventures, LLC will wholly own IBJI OAK ASC, LLC, and IBJI ASC Ventures, LLC will be wholly owned by Illinois Bone and Joint Institute, LLC. The ASTC will continue to operate without any change in its license. The property will continue to be owned by OAK Professional Complex, LLC and there will be no changes to the underlying lease for the facility.

The facility will not be changing the categories of service that it is currently approved for and will continue to offer patients procedures in following specialties: Orthopedics, Pain Management, and Podiatry.

Related Project Costs

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

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

Project Status and Completion Schedules

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

Anticipated exemption completion date (refer to Part 1130.570): January 31, 2023

State Agency Submittals

Are the following submittals up to date as applicable:

- ☐ Cancer Registry **NOT APPLICABLE**
☐ APORS **NOT APPLICABLE**
☒ All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
☒ All reports regarding outstanding permits

Failure to be up to date with these requirements will result in the Application being deemed incomplete.

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 10/2018 Edition

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

CERTIFICATION

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

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

This Application is filed on the behalf of OAK ASC, LLC and OAK Professional Complex, 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

Michael J. Corcoran

PRINTED NAME

Member

PRINTED TITLE

SIGNATURE

Paul E. Cripe

PRINTED NAME

CEO

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 30 day of November

Lisa M. Meehan

Signature of Notary

Seal

*Insert the EXACT name of the applicant
OFFICIAL SEAL
LISA M MEEHAN
NOTARY PUBLIC, STATE OF ILLINOIS
KANKAKEE COUNTY
MY COMMISSION EXPIRES 01/06/2025

Notarization:

Subscribed and sworn to before me
this 30 day of November

Lisa M. Meehan

Signature of Notary

Seal

OFFICIAL SEAL
LISA M MEEHAN
NOTARY PUBLIC, STATE OF ILLINOIS
KANKAKEE COUNTY
MY COMMISSION EXPIRES 01/06/2025

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- 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 Illinois Bone and Joint Institute, LLC, IBJI ASC Ventures, LLC, and IBJI OAK ASC, 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

Andre Blom

PRINTED NAME

Illinois Bone and Joint Institute, LLC- CEO
IBJI ASC Ventures, LLC- CEO
IBJI OAK ASC, LLC- Manager

PRINTED TITLE

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

Signature of Notary

Seal

SIGNATURE

PRINTED NAME

PRINTED TITLE

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

Signature of Notary

Seal

*Insert the EXACT legal name of the applicant

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

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

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

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

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

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

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

APPLICABLE REVIEW CRITERIA	CHOW
1130.520(b)(1)(A) - Names of the parties	X
1130.520(b)(1)(B) - Background of the parties, which shall include proof that the applicant is fit, willing, able, and has the qualifications, background and character to adequately provide a proper standard of health service for the community by certifying that no adverse action has been taken against the applicant by the federal government, licensing or certifying bodies, or any other agency of the State of Illinois against any health care facility owned or operated by the applicant, directly or indirectly, within three years preceding the filing of the application.	X
1130.520(b)(1)(C) - Structure of the transaction	X
1130.520(b)(1)(D) - Name of the person who will be licensed or certified entity after the transaction	
1130.520(b)(1)(E) - List of the ownership or membership interests in such licensed or certified entity both prior to and after the transaction, including a description of the applicant's organizational structure with a listing of controlling or subsidiary persons	X
1130.520(b)(1)(F) - Fair market value of assets to be transferred	X
1130.520(b)(1)(G) - The purchase price or other forms of consideration to be provided for those assets. [20 ILCS 3960/8.5(a)]	X
1130.520(b)(2) - Affirmation that any projects for which permits have been issued have been completed or will be completed or altered in accordance with the provisions of this Section	X
1130.520(b)(3) - If the ownership change is for a hospital, affirmation that the facility will not adopt a more restrictive charity care policy than the policy that was in effect one year prior to the transaction. The hospital must provide affirmation that the compliant charity care policy will remain in effect for a two-year period following the change of ownership transaction	X
1130.520(b)(4) - A statement as to the anticipated benefits of the proposed changes in ownership to the community	X
1130.520(b)(5) - The anticipated or potential cost savings, if any, that will result for the community and the facility because of the change in ownership	X
1130.520(b)(6) - A description of the facility's quality improvement program mechanism that will be utilized to assure quality control	X

APPLICABLE REVIEW CRITERIA	CHOW
1130.520(b)(7) - A description of the selection process that the acquiring entity will use to select the facility's governing body	X
1130.520(b)(8) - A statement that the applicant has prepared a written response addressing the review criteria contained in 77 Ill. Adm. Code 1110.240 and that the response is available for public review on the premises of the health care facility	X
1130.520(b)(9) - A description or summary of any proposed changes to the scope of services or levels of care currently provided at the facility that are anticipated to occur within 24 months after acquisition	X
APPEND DOCUMENTATION AS ATTACHMENT 6, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

SECTION IV.CHARITY CARE INFORMATION

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

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

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

CHARITY CARE			
	2018	2019	2020
Net Patient Revenue	N/A	N/A	N/A
Amount of Charity Care (charges)	N/A ¹	N/A	N/A
Cost of Charity Care	N/A	N/A	N/A

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

¹ NOTE: Charitable care has been routinely provided as part of the physician practice but, as such charitable care does not meet the Board's definition of Charity Care for the purposes of the COE application, it is not reflected herein as charity care. Furthermore, this facility only recently began operations.

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		18 – 22	
2	Site Ownership		23 – 53	
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.		54 – 55	
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.		56 – 57	
5	Background of the Applicant		58 – 60	
6	Change of Ownership		61 – 75	
7	Charity Care Information		76	

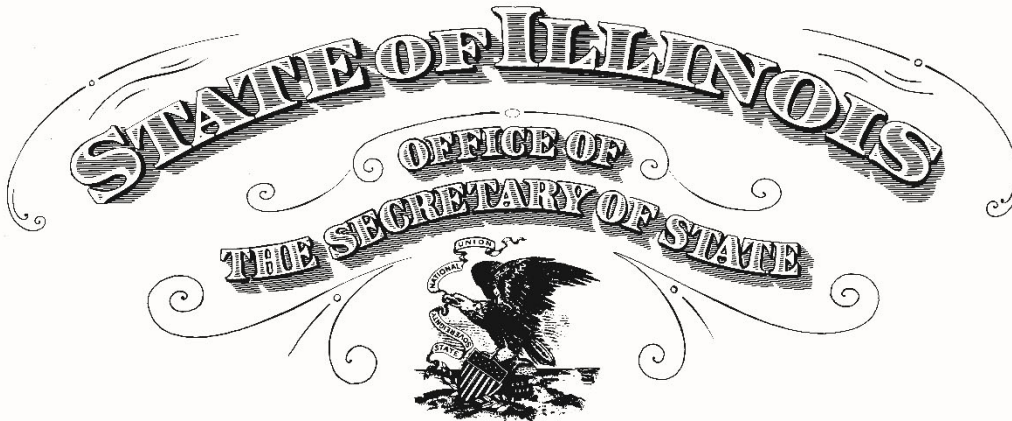
ATTACHMENT 1
Certificate of Good Standing

Included with this attachment are:

1. The Certificate of Good Standing for OAK ASC, LLC (Facility)
2. The Certificate of Good Standing for OAK Professional Complex, LLC (Site Owner)
3. The Certificate of Good Standing for Illinois Bone and Joint Institute, LLC
4. The Certificate of Good Standing for IBI ASC Ventures, LLC
5. The Certificate of Good Standing for IBI OAK ASC, LLC

ATTACHMENT 1
Certificate of Good Standing- OAK ASC, LLC

File Number 0746969-1

***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

OAK ASC, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JANUARY 07, 2019, 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.



Authentication #: 2131203196 verifiable until 11/08/2022
Authenticate at: <http://www.ilsos.gov>

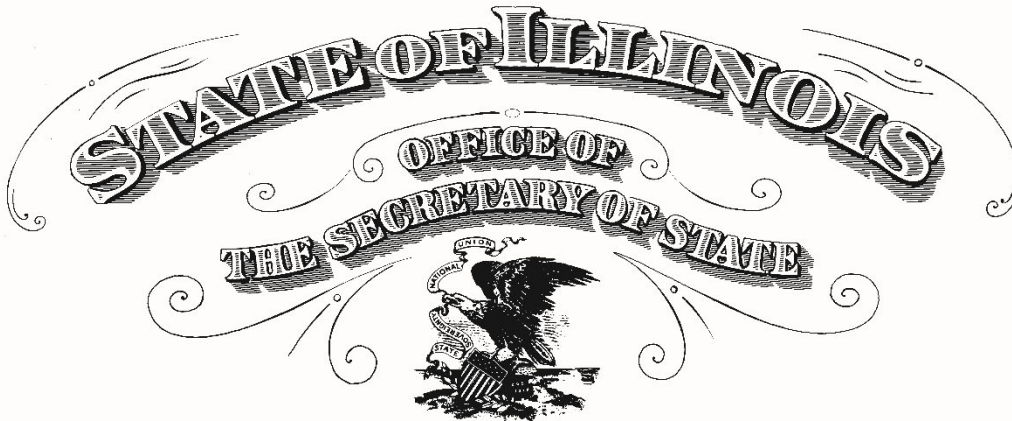
***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 8TH
day of NOVEMBER A.D. 2021 .***

Jesse White

SECRETARY OF STATE

ATTACHMENT 1
Certificate of Good Standing- OAK Professional Complex, LLC

File Number 0855317-3



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

OAK PROFESSIONAL COMPLEX, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON MARCH 13, 2020, 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.



Authentication #: 2131203172 verifiable until 11/08/2022
Authenticate at: <http://www.ilsos.gov>

***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 8TH
day of NOVEMBER A.D. 2021 .***

Jesse White

SECRETARY OF STATE

ATTACHMENT 1

Certificate of Good Standing- Illinois Bone and Joint Institute, LLC

File Number 0168922-3



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

ILLINOIS BONE AND JOINT INSTITUTE, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON NOVEMBER 29, 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.



Authentication #: 2123200696 verifiable until 08/20/2022
Authenticate at: <http://www.isos.gov>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 20TH day of AUGUST A.D. 2021 .

Jesse White

SECRETARY OF STATE

ATTACHMENT 1
Certificate of Good Standing- IBJI ASC Ventures, LLC

File Number 1000735-6



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

IBJI ASC VENTURES, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON MAY 19, 2021, 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.



Authentication #: 2121401688 verifiable until 08/02/2022
Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 2ND day of AUGUST A.D. 2021 .

Jesse White

SECRETARY OF STATE

ATTACHMENT 1
CERTIFICATE OF GOOD STANDING – IBI OAK ASC, LLC

File Number 1191424-1



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

IBJI OAK ASC, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JUNE 30, 2022, 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.



Authentication #: 2230703308 verifiable until 11/03/2023
Authenticate at: <https://www.ilsos.gov>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 3RD day of NOVEMBER A.D. 2022 .

Jesse White

SECRETARY OF STATE

ATTACHMENT 2
Site Ownership

The site was recently assigned a permanent address by the United State Postal Service and is now known as 6712 N. Convent Street, Bourbonnais, IL 60914. The physical location of the structure is at the same site approved by the Board. The ownership will remain with OAK Professional Complex, LLC following the transaction. The underlying lease between the OAK Professional Complex, LLC and OAK ASC, LLC will remain in place. Attached as evidence is a copy of the existing lease agreement and letter attesting to ownership of the site by OAK Professional Complex, LLC.

ATTACHMENT 2
OAK Surgery Center Lease

November 10, 2021

Courtney Avery
Board Administrator
Illinois Health Facilities and Service Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Re: Attestation of Site Ownership

Dear Ms. Avery,

As representative of OAK Professional Complex, LLC, I, Michael J. Corcoran, MD, hereby attest that the site of OAK Ambulatory Surgery Center, located at 6712 North Convent, Bourbonnais, Illinois 60914 is owned by OAK Professional Complex, LLC. Upon division of the parcels of land and development of the facility, the United States Postal Service gave the facility a permanent address. The tract of land that contained the parcel upon which the facility was constructed was known as 6700 South La Grange Road, Bourbonnais, Illinois 60914.

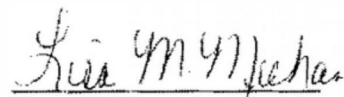
Sincerely,



Michael J. Corcoran, MD
Member
OAK Professional Complex, LLC

Subscribed and sworn to before me this

30 day of November, 2021.



Notary Public



ATTACHMENT 2

OAK Surgery Center Lease

LEASE AGREEMENT

Between
OAK Professional Complex, LLC
an Illinois Limited Liability Company

("Landlord")

and

OAK ASC, LLC
an Illinois Limited Liability Company

("Tenant")

Date: December 18, 2020

ATTACHMENT 2
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Exhibit A - Leased Premises

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ATTACHMENT 2
OAK Surgery Center Lease**LEASE****ARTICLE 1 - LEASE OF PREMISES**

THIS LEASE is made this 18th DAY OF December, 2020 by and between OAK Professional Complex, LLC an Illinois Limited Liability Company ("Landlord") and OAK ASC, LLC an Illinois Limited Liability Company ("Tenant").

Section 1.01. Basic Lease Provisions and Definitions.

- A. Leased Premises (shown outlined on Exhibit A attached hereto):
Building Address: 6712 N. Convent Street, Bourbonnais, IL 60914, 2d Flr ("Building");
- B. Useable Area: approximately 15,008 rentable square feet.
- C. Building Expense: Current Real Estate Taxes _____ per sq ft and current Operating Expenses _____ per sq ft.
Proration percentage: 34.34%.
- D. Minimum Annual Rent:
- | | |
|---------|---------------|
| Year 1 | \$ 527,892.00 |
| Year 2 | \$ 538,449.84 |
| Year 3 | \$ 549,218.88 |
| Year 4 | \$ 560,203.02 |
| Year 5 | \$ 571,407.24 |
| Year 6 | \$ 582,835.44 |
| Year 7 | \$ 594,492.12 |
| Year 8 | \$ 606,381.96 |
| Year 9 | \$ 618,509.64 |
| Year 10 | \$ 630,879.84 |
- E. Monthly Rental Installments:
- | | |
|----------------|------------------------|
| Months 1-12 | \$ 43,991.00 per month |
| Months 13-24 | \$ 44,870.82 per month |
| Months 25-36 | \$ 45,768.24 per month |
| Months 37-48 | \$ 46,683.60 per month |
| Months 49-60 | \$ 47,617.27 per month |
| Months 61-72 | \$ 48,569.62 per month |
| Months 73-84 | \$ 49,541.01 per month |
| Months 85-96 | \$ 50,531.83 per month |
| Months 97-108 | \$ 51,542.47 per month |
| Months 109-120 | \$ 52,573.32 per month |
- F. Term: Ten (10) years;
- G. Target Commencement Date: upon Certificate of Occupancy;
- H. Security Deposit: \$0 ;
- I. Broker: N/A;

ATTACHMENT 2
OAK Surgery Center Lease

- J. Permitted Use: General office medical space to the extent permitted by applicable zoning ordinances;
- K. Tenant's Plans Submittal Date: N/A
- L. Addresses for payments and notices as follows:
- Landlord:
6712 N. Convent Street,
Bourbonnais, IL 60914
- Tenant:
6712 N. Convent Street,
Bourbonnais, IL 60914
- M. Guarantor: N/A
- N. Landlord's Share of Operating Expenses: N/A.
- O. Rental Abatement: The Monthly Gross Rental Installments shall be abated as follows: N/A
- P. Landlord's Contribution to Tenant's Work: N/A
- Q. Parking: Tenant shall have access to the parking lot, which shall be unmarked, non-designated and unassigned parking spaces.
- R. Possession Date: Landlord shall deliver Premises to Tenant upon substantial completion of construction.

Section 1.02. Lease of Premises.

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord under the terms and conditions herein the Leased Premises.

ARTICLE 2 - TERM AND POSSESSIONSection 2.01. Term.

The term of this Lease shall be the period of time specified in Item F of the Basic Lease Provisions ("Lease Term") and shall commence on (i) the Target Commencement Date; or (ii) upon such earlier date as Tenant takes possession or commences use of the Leased Premises. The date of commencement as defined above, hereinafter called the "Commencement Date," and the "Expiration Date" shall be confirmed by Tenant in a letter of understanding acknowledging (i) the Commencement Date of this Lease, and (ii) that Tenant has accepted the Leased Premises. If Tenant takes possession of and occupies the Leased Premises, Tenant shall be deemed to have accepted the Leased Premises and that except for the completion of any punchlist items, the condition of the

ATTACHMENT 2
OAK Surgery Center Lease

Leased Premises and the Building was at the time satisfactory and in conformity with the provisions of this Lease in all respects.

Section 2.02. Construction of Tenant Finish Improvements and Possession.

Tenant has personally inspected the Leased Premises and accepts the same "AS IS" without representation or warranty by Landlord of any kind and with the understanding that Landlord shall have no responsibility except to perform and complete the work on the tenant finish improvements designated as Landlord's obligations in the attached Exhibit B, subject to events and delays due to causes beyond its reasonable control. The tenant finish improvements shall be in accordance with and at the expense of the party indicated on Exhibit B. Upon written notice from Landlord, Tenant shall have the right and privilege of going onto the Leased Premises to complete interior decoration work and to prepare the Leased Premises for its occupancy, provided, however, that its schedule in so doing shall be communicated to Landlord and the approval of Landlord secured so as not to interfere with other work of Landlord being carried on at the time; and provided further that Landlord shall have no responsibility or liability whatsoever for any loss or damage to any of Tenant's leasehold improvements, fixtures, equipment or any other materials installed or left in the Leased Premises.

Section 2.03. Surrender of the Premises.

Upon the expiration or earlier termination of this Lease, Tenant shall immediately surrender the Leased Premises to Landlord in broom-clean condition and in good order, condition and repair. Tenant shall remove its personal property, computer equipment, wiring and cabling (including above ceiling) in the Leased Premises, at its sole cost and expense. Tenant shall, at its expense, promptly repair any damage caused by any such removal, and shall restore the Leased Premises to the condition existing prior to the installation of the items so removed, ordinary wear and tear excepted. All Tenant property which is not removed within thirty (30) days following Landlord's written demand therefor shall be conclusively deemed to have been abandoned and Landlord shall be entitled to dispose of such property at Tenant's cost without incurring any liability to Tenant. The provisions of this section shall survive the expiration or other termination of this Lease.

Section 2.04. Holding Over.

If Tenant retains possession of the Leased Premises after the expiration or earlier termination of this Lease, Tenant shall become a tenant from month to month at (i) one hundred twenty percent (120%) of the Monthly Rental Installment in effect at the end of the Lease Term for the first two (2) months Tenant holds over, and (ii) one hundred fifty percent (150%) of the Monthly Rental Installment in effect at the end of the Lease Term thereafter and otherwise upon the terms, covenants and conditions herein specified, so far as applicable. Acceptance by Landlord of rent after such expiration or earlier termination shall not result in a renewal of this Lease. Tenant shall vacate and surrender the Leased Premises to Landlord upon Tenant being given thirty (30) days' prior written notice from Landlord to vacate. This Section 2.04 shall in no way constitute a consent by Landlord to any holding over by Tenant upon the expiration or earlier termination of this Lease, nor limit Landlord's remedies in such event.

ARTICLE 3 – RENTSection 3.01. Base Rent.

ATTACHMENT 2
OAK Surgery Center Lease

Tenant shall pay to Landlord the Minimum Annual Rent in the Monthly Rental Installments in advance, without deduction or offset on the Commencement Date and on or before the first day of each and every calendar month thereafter during the Lease Term. The Monthly Rental Installments shall be paid via Electronic Funds Transfer. The Monthly Rental Installments for partial calendar months shall be prorated.

Section 3.02. Annual Rental Adjustment Definitions.

A. "Annual Rental Adjustment" - shall mean the amount of Tenant's Proportionate Share of Operating Expenses, and Real Estate Taxes for a particular calendar year.

B. "Operating Expenses" - shall mean the amount of all of Landlord's costs and expenses paid or incurred in operating, repairing, replacing and maintaining the Building (including the Common Areas as defined below) in good condition and repair for a particular calendar year, including all additional costs and expenses which Landlord reasonably determines that it would have paid or incurred during such year if the Building had been fully occupied, including by way of illustration and not limitation: all Real Estate Taxes, as hereinafter defined, insurance premiums and deductibles, water, sewer, electrical and other utility charges other than the separately billed electrical and other charges paid by Tenant as provided in this Lease; service and other charges incurred in the repair, replacement and maintenance of the heating, ventilation and air-conditioning system; cleaning and other janitorial services; tools and supplies; repair costs; landscape maintenance costs; license, permit and inspection fees; management or administrative fees; supplies, costs, wages and related employee benefits payable for the management, maintenance and operation of the Building; maintenance, repair and replacement of the driveways, parking and sidewalk areas (including snow and ice removal), landscaped areas, and lighting; maintenance and repair costs, dues, fees and assessments incurred under any covenants or owners association (the "Covenants").

C. "Tenant's Proportionate Share of Operating Expenses" - shall be an amount equal to the product of Tenant's Building Expense Percentage times the Building Operating Expenses.

D. "Real Estate Taxes" - shall include any form of real estate tax or assessment or service payments in lieu thereof, and any license fee, commercial rental tax, improvement bond or other similar charge or tax (other than inheritance, personal income or estate taxes) imposed upon the Building or common areas (or against Landlord's business of leasing the Building) by any authority having the power to so charge or tax, together with costs and expenses of contesting the validity or amount of Real Estate Taxes, which at Landlord's option may be calculated as if such contesting work had been performed on a contingent fee basis (whether charged by Landlord's counselor representative; provided, however, that said fees are reasonably comparable to the fees charged for similar services by others not affiliated with Landlord, but in no event shall said fees exceed thirty-three percent (33%) of the good faith estimated tax savings). The amount of taxes, attributable to any such year, shall be the amount payable during the base year, even though the assessment for such taxes may be a different year.

E. "Common Areas" - shall mean the areas of the Building and the land which are designed for use in common by all tenants of the Building and their respective employees, agents, customers, invitees and others, and includes, by way of illustration and not limitation, entrances and exits, hallways and stairwells, elevators, restrooms, sidewalks, driveways, parking areas, landscaped areas and other areas as may be designated by Landlord as part of the Common Areas of the Building. Tenant shall have the non-exclusive right, in common with others, to the use of the Common Areas.

ATTACHMENT 2
OAK Surgery Center LeaseSection 3.03. Payment of Additional Rent.

In addition to the Minimum Annual Rent specified in this Lease, Tenant shall pay to Landlord as "Additional Rent" for the Leased Premises, in each calendar year or partial calendar year, during the term of this Lease, an amount equal to the Annual Rental Adjustment for such calendar year. The Annual Rental Adjustment shall be estimated annually by Landlord, and written notice thereof shall be given to Tenant prior to the beginning of each calendar year. Tenant shall pay to Landlord each month, at the same time the Monthly Rental Installment is due, an amount equal to one-twelfth (1/12) of the estimated Annual Rental Adjustment. The Additional Rent shall be paid via Electronic Funds Transfer. If Real Estate Taxes or the cost of utility or janitorial services increase during a calendar year, Landlord may increase the estimated Annual Rental Adjustment during such year by giving Tenant written notice to that effect, and thereafter Tenant shall pay to Landlord, in each of the remaining months of such year, an amount equal to the amount of such increase in the estimated Annual Rental Adjustment divided by the number of months remaining in such year. Within a reasonable time after the end of each calendar year, Landlord shall prepare and deliver to Tenant a statement showing the actual Annual Rental Adjustment. Within thirty (30) days after receipt of the aforementioned statement, Tenant shall pay to Landlord, or Landlord shall credit against the next rent payment or payments due from Tenant, as the case may be, the difference between the actual Annual Rental Adjustment for the preceding calendar year and the estimated amount paid by Tenant during such year.

Section 3.04. Late Charges.

Tenant acknowledges that Landlord shall incur certain additional unanticipated administrative and legal costs and expenses if Tenant fails to timely pay any payment required hereunder. Therefore, in addition to the other remedies available to Landlord hereunder, if any payment required to be paid by Tenant to Landlord hereunder shall become overdue, such unpaid amount shall bear interest from the due date thereof to the date of payment at the prime rate (as defined by a bank or financial institution used by Landlord) of interest ("Prime Rate") plus six percent (6%) per annum.

ARTICLE 4 - MORTGAGE - GROUND LEASE.Section 4.01 Mortgage – Ground Lease.

Landlord has executed and delivered a mortgage with and to Associated Bank, NA. This lease and the rights of Tenant hereunder shall be and are hereby made expressly subject and subordinate to the Associated Bank, NA mortgage, now or hereafter existing and all amendments, modifications and renewals thereof and extensions, consolidations or replacements thereof, and to all advances made or hereafter to be made upon the Associated Bank, NA mortgage. Landlord may execute and deliver other mortgage or trust deed in the nature of a mortgage, both sometimes hereinafter referred to as "Mortgage" against the Building, the Real Property or any interest thereon, and may sell and lease back the underlying land on which the Building is situated. This lease and the rights of Tenant hereunder shall be and are hereby made expressly subject and subordinate at all times to any such Mortgage and/or ground lease, now or hereafter, existing and all amendments, modifications and renewals thereof and extensions, consolidations or replacements thereof, and to all advances made or hereafter to be made upon the security thereof provided Landlord agrees to obtain a SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT ("SNDA") in connection with any such Mortgage or ground lease. Tenant agrees to execute and deliver such further instruments subordinating this Lease to said Mortgage or ground lease as may be requested in writing by Landlord from time to time so long as such instrument contains an agreement by the mortgagee or ground

ATTACHMENT 2
OAK Surgery Center Lease

lessor not to disturb the rights of Tenant under this Lease so long as Tenant is not in default hereunder ("SNDA"). Tenant shall not record this Lease with the local recorder of deeds' office, or similar office. The SNDA may also provide that should any Mortgage affecting the Building or the Real Property be foreclosed or if any ground or underlying lease be terminated:

The liability of the mortgagee, trustee or purchaser at such foreclosure sale or the liability of a subsequent owner designated as Landlord under this Lease shall exist only so long as such trustee, mortgagee, purchaser or owner is the owner of the Building or Real Property and such liability shall not continue or survive after further transfer or ownership, provided, however, that such liability shall be transferred to the new Owner/Landlord and that Tenant's rights under this Lease while subordinate to those of the Owner/Landlord shall not be diminished by any such transfer;

Upon request of the mortgagee or trustee, Tenant will attorn, as Tenant under this Lease, to the purchaser at any foreclosure sale thereunder, or if any ground or underlying lease be terminated for any reason, Tenant will attorn as tenant under this Lease to the ground Landlord under the ground lease and will execute such instruments as may be necessary or appropriate to evidence such attornment.

ARTICLE 5 - OCCUPANCY AND USE**Section 5.01. Use.**

The Leased Premises shall be used by Tenant for the Permitted Use and for no other purposes without the prior written consent of Landlord.

Section 5.02. Covenants of Tenant Regarding Use.

Tenant shall (i) use and maintain the Leased Premises and conduct its business thereon in a safe, careful, reputable and lawful manner, (ii) comply with the Covenants and all laws, rules, regulations, orders, ordinances, directions and requirements of any governmental authority or agency, now in force or which may hereafter be in force, including without limitation those which shall impose upon Landlord or Tenant any duty with respect to or triggered by a change in the use or occupation of, or any improvement or alteration to, the Leased Premises, (iii) comply with and obey all reasonable directions of Landlord, including the Building Rules and Regulations attached hereto as Exhibit C and as may be modified from time to time by Landlord on reasonable notice to Tenant. Tenant shall not do or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them. Landlord shall not be responsible to Tenant for the non-performance by any other tenant or occupant of the Building of any of the Building Rules and Regulations, but agrees to take reasonable measures to assure such other tenant's compliance. Tenant shall not use the Leased Premises, or allow the Leased Premises to be used, for any purpose or in any manner which would invalidate any policy of insurance now or hereafter carried on the Building or increase the rate of premiums payable on any such insurance policy unless Tenant reimburses Landlord for any increase in premium charged.

Section 5.03. Landlord's Rights Regarding Use.

In addition to the rights specified elsewhere in this Lease, Landlord shall have the following rights regarding the use of the Leased Premises or the Common Areas, each of which may be exercised without notice or liability to Tenant: (a) Landlord may install such signs, advertisements or notices or tenant identification information

ATTACHMENT 2
OAK Surgery Center Lease

directory board or tenant access doors as it shall deem necessary or proper; (b) Landlord shall have the right at any time to control, change or otherwise alter the Common Areas in such manner as it deems necessary or proper; (c) Landlord, its employees and agents and any mortgagee of the Building shall have the right to enter any part of the Leased Premises at reasonable times for the purposes of examining or inspecting the same, showing the same to prospective purchasers, mortgagees or tenants and making such repairs, alterations or improvements to the Leased Premises or the Building as Landlord may deem necessary or desirable, provided, however, that any repairs made by Landlord shall be at Tenant's expense except as provided in Section 7.02 hereof. Landlord shall incur no liability to Tenant for such entry, nor shall such entry constitute an eviction of Tenant or a termination of this Lease, or entitle Tenant to any abatement of rent therefor.

ARTICLE 6 - UTILITIES AND OTHER BUILDING SERVICES**Section 6.01. Services to be Provided.**

Provided Tenant is not in default, Landlord shall furnish to Tenant, except as noted below, the following utilities and other building services to the extent reasonably necessary for Tenant's comfortable use and occupancy of the Leased Premises for the Permitted Use or as may be required by law or directed by governmental authority:

- (a) Electrical, heating, water/sewer, data, and telecommunication service for the Leased Premises. The electrical, heating, water/sewer, data, and telecommunication service for the Leased Premises shall be sub-metered by the local utilities and directly paid for by Tenant;
- (b) Water in the Common Areas, if any for lavatory and drinking purposes;
- (c) Washing of windows at intervals reasonably established by Landlord;
- (d) Cleaning and maintenance of the Common Areas, including the removal of rubbish and snow; and
- (e) Repair and maintenance to the extent specified elsewhere in this Lease.

In the event of utility deregulation, Landlord shall choose the utility service provider. All utilities and services provided by Landlord shall be charged by Landlord to Tenant at rates that would have been payable if such utilities and services had been directly billed by the utilities or service providers. Landlord reserves the right to separately sub-meter any utilities and water/sewer services.

Section 6.02. Additional Services.

If Tenant requests any other utilities or building services in addition to those identified above or any of the above utilities or building services in frequency, scope, quality or quantity substantially greater than those which Landlord determines are normally required by other tenants in the Building for the Permitted Use, then Landlord shall use reasonable efforts to attempt to furnish Tenant with such additional utilities or building services. In the event Landlord is able to and does furnish such additional utilities or building services, the costs thereof shall be borne by Tenant, who shall reimburse Landlord monthly for the same as additional rent at the same time Monthly Rental Installments and other additional rent is due. If any lights, density of staff, machines or equipment used by Tenant in the Leased Premises materially affect the temperature otherwise maintained by the Building's air-conditioning system or generate substantially more heat in the Leased Premises than that which would normally be generated by that typically used by other tenants in the Building or by tenants in comparable office buildings, then Landlord shall have the right to install any machinery or equipment which Landlord considers reasonably necessary in order to restore the temperature balance between the Leased Premises and the rest of the Building,

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including equipment which modifies the Building's air-conditioning system. All costs expended by Landlord to install any such machinery and equipment and any additional costs of operation and maintenance occasioned thereby shall be borne by Tenant, who shall reimburse Landlord for the same as provided in this Section 6.02.

Section 6.03. Interruption of Services.

Tenant understands, acknowledges and agrees that anyone or more of the utilities or other building services identified in Section 6.01 may be interrupted by reason of accident, emergency or other causes beyond Landlord's control, or may be discontinued or diminished temporarily by Landlord or other persons until certain repairs, alterations or improvements can be made. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service and no such failure or interruption shall entitle Tenant to terminate this Lease or withhold sums due hereunder.

ARTICLE 7 - REPAIRS, MAINTENANCE AND ALTERATIONSSection 7.01. Repair and Maintenance of Building.

Subject to Section 7.02 and except for any repairs made necessary by the negligence, misuse, or default of Tenant, its employees, agents, customers and invitees, Landlord shall make all necessary repairs to the foundations, exterior walls, exterior doors, windows, roof, corridors and other Common Areas, and Landlord shall keep the Building in a safe, clean and neat condition and use reasonable efforts to keep all equipment used in common with other tenants in good condition and repair.

Section 7.02. Repair and Maintenance of Leased Premises.

Tenant shall keep and maintain the Leased Premises in good order, condition and repair. Except for ordinary wear and tear and damage which Tenant is not obligated to repair as provided elsewhere in this Lease, the cost of all repairs and maintenance to the interior of the Leased Premises shall be borne by Tenant, who shall be separately billed and shall reimburse Landlord for the same as additional rent, or as a part of Operating Expenses. Tenant shall be responsible for janitorial, trash removal and security services.

Section 7.03. Alterations.

Tenant may repair, renovate, and perform alterations to the Leased Premises, without Landlord's written approval, subject to the following: (a) Tenant sends written notice within 30 days of any work; (b) the work does not exceed \$25,000.00; (c) the work does not alter the HVAC, structural system, electrical system, or plumbing system; and (d) Tenant reimburses Landlord for any out of pocket costs and fees associated to such work. Upon submittal of plans and Landlord's written approval, Tenant shall have the right to install equipment or antennae for data and telecommunications on the roof of the Building at its own costs and expense. Tenant may install trade fixtures upon the Leased Premises, but Tenant shall not permit alterations in excess of \$25,000.00 to be made in or to the Leased Premises unless and until the plans have been approved by Landlord in writing. Landlord may require Tenant to remove the alterations and restore the Leased Premises and Building upon termination of this Lease; otherwise, all such alterations shall at Landlord's option become a part of the realty and the property of Landlord, and shall not be removed by Tenant. Tenant shall ensure that all alterations shall be made in accordance with all applicable laws, regulations and building codes, in a good and workmanlike manner and of quality equal to or better than the original construction of the Building. No person shall be entitled to any lien derived through or under Tenant for

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OAK Surgery Center Lease

any labor or material furnished to the Leased Premises, and nothing in this Lease shall be construed to constitute a consent by Landlord to the creation of any lien. If any lien is filed against the Leased Premises for work claimed to have been done for or material claimed to have been furnished to Tenant, Tenant shall cause such lien to be discharged of record within thirty (30) days after filing. Tenant shall indemnify Landlord from all costs, losses, expenses and attorneys' fees in connection with any construction or alteration and any related lien.

7.04 Tenant's plans and tenant's work**(a) Tenant's Plans.**

Within thirty (30) days after the execution of this Lease, Tenant may submit to Landlord plans and specifications, prepared by a registered architect and/or registered civil engineer, of all Tenant's Work (as hereinafter defined) to be done within the Premises, together with renderings sign drawings and a site plan showing the location of all of the improvements to be located within the Premises by Tenant (the "Tenant's Plans"). Within thirty (30) days after receipt of Tenant's Plans, Landlord shall notify Tenant of any failures of Tenant's Plans to meet with Landlord's approval. Tenant shall, within fifteen (15) days after receipt of any such notice, cause Tenant's Plans to be revised to the extent necessary to obtain Landlord's approval and to be resubmitted for Landlord's approval. When Landlord has approved the original or revised Tenant's Plans, Landlord shall initial and return one (1) set of approved Tenant's Plans to Tenant. Tenant shall not commence any of Tenant's Work until Landlord has approved Tenant's Plans. In the event Landlord does not provide written comments to Tenant's Plans within the time period set forth above (or within fifteen (15) days following resubmittal of Tenant's revised Plans), said plans shall be deemed approved.

Landlord's review and approval of Tenant's Plans shall not be deemed to be an assumption of responsibility by Landlord for the accuracy, sufficiency, or propriety of Tenant's Plans or a representation that Tenant's Plans provide for the construction of improvements that comply with applicable laws, rules, ordinances or regulations.

If Tenant's Plans are changed as a result of conditions placed on Tenant as a prerequisite to obtaining a Permit, Tenant shall submit such changes to Landlord for approval, and Tenant shall not proceed further with Tenant's Work until Landlord has approved the changes. Such changes as are approved by Landlord shall become part of Tenant's Plans.

(b) Tenant's Work.

Tenant agrees to accept the Premises in its present "As Is" condition. Alterations of the Premises in accordance with Tenant's Plans, as approved by Landlord, shall be at Tenant's sole cost and expense and deemed to be "Tenant's Work". Tenant's taking possession of the Premises shall be conclusive evidence of Tenant's acceptance thereof. Tenant agrees that it is taking possession of the Premises "As Is", that Landlord has made no representations or warranties as to the compliance with applicable laws respecting the condition of the Premises or the presence or absence of Hazardous Materials (hereinafter defined) in, at, under, above or abutting the Premises. Prior to commencement of Tenant's Work and until completion thereof, Tenant shall effect and maintain Builder's Risk Insurance covering Landlord, Tenant, Tenant's contractors and Tenant's subcontractors, as their interests may appear, against loss or damage by fire, vandalism and malicious mischief and such other risks as are customarily covered by a so-called "special cause of loss form" or so-called "all-risk" coverage on Tenant's Work, and all materials, equipment, supplies and temporary structures of all kinds incidental to Tenant's Work and equipment, all while forming a part of or contained in such improvements or temporary structures, or while on the Premises or within one hundred (100) feet thereof, or when adjacent thereto, while on sidewalks, streets or alleys, all to the full insurable value thereof at all times on a completed value basis. In addition, Tenant agrees to indemnify and hold

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Landlord harmless against any and all claims for injury to persons or damage to property by reason of the use of the Premises for the performance of Tenant's Work, and claims, fines, and penalties arising out of any failure of Tenant or its agents, contractors and employees to comply with any law, ordinance, code requirement, regulation or other requirement applicable to Tenant's Work, including attorney's fees arising from all of the foregoing claims. Tenant agrees to require all contractors and subcontractors engaged in the performance of Tenant's Work to effect and maintain the existence of, and covering Landlord as an additional insured, Tenant and Tenant's contractors, prior to commencement of Tenant's Work and until completion thereof. Landlord will not charge a management or supervisory fee for Tenant's Work. Tenant may self-manage the Tenant's Work, and shall adhere to industry standards and Landlord's reasonably approved vendors. Tenant shall have the option to competitively bid Tenant's Work.

7.05 Landlord's Contribution to Tenant's Work.

(i) So long as Tenant is not in default of this Lease, Landlord shall pay to Tenant, as "Landlord's Contribution to Tenant's Work", the sum of equals \$N/A (which includes credit for work not being performed by Landlord) and which amount shall be paid within thirty (30) days of the last to occur of all of the following:

- (a) Tenant's Work shall have been completed in all respects and in accordance with the provisions of this Lease, all Exhibits thereto and Tenant's plans and specifications; and
- (b) Tenant shall have furnished detailed evidence of the cost of Tenant's Work, exclusive of trade fixtures; and
- (c) Tenant shall have furnished evidence satisfactory to Landlord that Tenant's Work has been completed and paid for in full and that all liens that have been or may be filed have been released and satisfied; and
- (d) Tenant shall have opened the Premises for business as provided in this Lease; and
- (e) Tenant shall have executed and delivered to Landlord the certificates and statements required by this Lease; and
- (f) Tenant has satisfied any liabilities to Landlord arising out of or in connection with the construction or operation of the Premises. Landlord shall have the right to deduct from Landlord's Contribution to Tenant's Work any cost to Landlord of Tenant's Work performed by Landlord and not previously reimbursed by Tenant to Landlord.
- (g) Tenant shall reimburse Landlord's out-of-pocket costs and fees in reviewing and approving Tenant's Plans and Tenant's Work.

7.06 Signage

Any sign installed in the demised premises shall be installed by Tenant at Tenant's cost and in such manner, character and style as Landlord may approve in writing. Tenant shall at all times keep all signs in good condition, proper operating order and in accordance with all applicable government regulations and shall save Landlord harmless from any injury to person or property arising from the erection and maintenance of said sign. Upon termination of this Lease for any reason whatsoever, Tenant shall remove any signs and repair any damage to the premises caused by the installation and removal thereof. Tenant shall obtain all necessary permits and governmental approvals for such signage.

ATTACHMENT 2
OAK Surgery Center Lease**ARTICLE 8 – CASUALTY****Section 8.01. Casualty.**

In the event of total or partial destruction of the Building or the Leased Premises by fire or other casualty, Landlord agrees to promptly restore and repair the Leased Premises; provided, however, Landlord's obligation hereunder shall be limited to the reconstruction of such of the tenant finish improvements as were originally required to be made by Landlord, if any. Rent shall proportionately abate during the time that the Leased Premises or part thereof are unusable because of any such damage. Notwithstanding the foregoing, if the Leased Premises are (i) so destroyed that they cannot be repaired or rebuilt within one hundred eighty (180) days from the casualty date; or (ii) destroyed by a casualty which is not covered by the insurance required hereunder or, if covered, such insurance proceeds are not released by any mortgagee entitled thereto or are insufficient to rebuild the Building and the Leased Premises; then, in case of a clause (i) casualty, either Landlord or Tenant may, or, in the case of a clause (ii) casualty, then Landlord may, upon thirty (30) days' written notice to the other party, terminate this Lease with respect to matters thereafter accruing.

Section 8.02. All Risk Insurance Coverage.

During the Lease Term, Landlord shall maintain all risk insurance coverage on the Building, but shall not protect Tenant's property on the Leased Premises; and, notwithstanding the provisions of Section 9.01 and Section 9.03, neither party shall be liable for any damage to the other's property, regardless of cause, including the negligence of either party and its employees, agents and invitees to the extent provided in this Section 8.02. Tenant hereby expressly waives any right of recovery against Landlord for damage to any property of Tenant located in or about the Leased Premises, however caused, including the negligence of Landlord and its employees, agents and invitees, which is insured against or required to be insured against under this Lease. Notwithstanding the provisions of Section 9.01 below, Landlord hereby expressly waives any rights of recovery against Tenant for damage to the Leased Premises or the Building, however caused, including the negligence of Tenant and its employees, agents and invitees, which is insured against or required to be insured against under this Lease. All insurance policies maintained by Landlord or Tenant as provided in this Lease shall contain an agreement by the insurer waiving the insurer's right of subrogation against the other party to this Lease.

ARTICLE 9 - LIABILITY INSURANCE**Section 9.01. Tenant's Responsibility.**

Tenant shall assume the risk of, be responsible for, have the obligation to insure against, and indemnify Landlord and hold it harmless from any and all liability for any loss of or damage or injury to any person (including death resulting therefrom) or property occurring in the Leased Premises, regardless of cause, except for any loss or damage covered by Landlord's all risk insurance as provided in Section 8.02 and except for that caused directly by the sole negligence of Landlord or its employees, agents, customers or invitees; and Tenant hereby releases Landlord from any and all liability for the same. Tenant's obligation to indemnify Landlord hereunder shall include the duty to defend against any claims asserted by reason of such loss, damage or injury and to pay any judgments, settlements, costs, fees and expenses, including attorneys' fees, incurred in connection therewith. This provision shall survive the expiration or earlier termination of this Lease.

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OAK Surgery Center Lease**Section 9.02. Tenant's Insurance.**

Tenant shall carry general public liability and property damage insurance, issued by one or more insurance companies reasonably acceptable to Landlord, with the following minimum coverage's:

- (a) Worker's Compensation: minimum statutory amount.
- (b) Commercial General Liability Insurance, including blanket, contractual liability, broad form property damage, personal injury, completed operations, products liability, and fire damage: Not less than \$5,000,000 Combined Single Limit for both bodily injury and property damage.
- (c) All Risk Coverage, Vandalism and Malicious Mischief, and Sprinkler Leakage insurance, if applicable, for the full cost of replacement of Tenant's property.
- (d) Business interruption insurance.

The insurance policies shall protect Tenant and Landlord as their interests may appear, naming Landlord and Landlord's managing agent and mortgagee as additional insureds, and shall provide that they may not be canceled on less than thirty (30) days' prior written notice to Landlord. Tenant shall furnish Landlord with Certificates of Insurance evidencing all required coverage's on or before the Commencement Date.

If Tenant fails to carry such insurance and furnish Landlord with such Certificates of Insurance after a request to do so, Landlord may obtain such insurance and collect the cost thereof from Tenant. Landlord reserves the right from time to time to require Tenant to obtain higher minimum amounts or different types of insurance if it becomes customary for other landlords of similar buildings in the area to require similar sized tenants in similar industries to carry insurance of such higher minimum amounts or of such different types

Section 9.03. Landlord's Responsibility.

Landlord shall assume the risk of, be responsible for, have the obligation to insure against, and indemnify Tenant and hold it harmless from, any and all liability for any loss of or damage or injury to person (including death resulting therefrom) or property (other than Tenant's property as provided in Section 8.02) occurring in, on or about the Common Areas, regardless of cause, except for that caused by the sole negligence of Tenant or, its employees, agents, customers or invitees; and Landlord hereby releases Tenant from any and all liability for the same. Landlord's obligation to indemnify Tenant hereunder shall include the duty to defend against any claims asserted by reason of such loss, damage or injury and to pay any judgments, settlements, costs, fees and expenses, including reasonable attorneys' fees, incurred in connection therewith. This provision shall survive the expiration or earlier termination of this Lease.

ARTICLE 10 - EMINENT DOMAIN

If all or any substantial part of the Building or Common Areas shall be acquired by the exercise of eminent domain, Landlord may terminate this Lease by giving written notice to Tenant within fifteen (15) days after possession thereof is so taken. If all or any part of the Leased Premises shall be acquired by the exercise of eminent domain so that the Leased Premises or any substantial portion thereof shall become unusable by Tenant for the Permitted Use, Tenant may terminate this Lease by giving written notice to Landlord within fifteen (15) days after possession thereof is so taken. All damages awarded shall belong to Landlord; provided, however, that Tenant may claim dislocation damages if such amount is not subtracted from Landlord's award.

ARTICLE 11 - ASSIGNMENT AND SUBLEASE

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Tenant shall not assign this Lease or sublet the Leased Premises in whole or in part without Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or denied. Tenant shall have the right, upon 30 days' prior written notice and without Landlord's consent, to sublet or assign the Premises, or any part thereof, to any successor of Tenant resulting from a merger, consolidation, sale or acquisition. In the event of any permitted assignment or subletting, Tenant shall remain primarily liable hereunder. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or the subletting of the Leased Premises. Without in any way limiting Landlord's right to refuse to consent to any assignment or subletting of this Lease, Landlord reserves the right to refuse to give such consent if in Landlord's opinion (i) the Leased Premises or the Building are or may be in any way adversely affected; (ii) the business reputation of the proposed assignee or subtenant is unacceptable; or (iii) the financial worth of the proposed assignee or subtenant is insufficient to meet the obligations hereunder. Landlord further expressly reserves the right to refuse to give its consent to any subletting if the proposed rent is to be less than the then current rent for similar premises in the Building or if the proposed assignee or subtenant is an existing tenant in the Building. If Landlord refuses to give its consent to any proposed assignment or subletting, Landlord may, at its option, within thirty (30) days after receiving notice of the proposal, terminate this Lease by giving Tenant thirty (30) days prior written notice of such termination, whereupon each party shall be released from all further obligations and liability hereunder. Tenant agrees to reimburse Landlord for reasonable accounting and attorneys' fees incurred in conjunction with the processing and documentation of any such requested assignment, subletting or any other hypothecation of this Lease or Tenant's interest in and to the Leased Premises. Sublease profits, if any, shall be shared equally by Landlord and Tenant.

ARTICLE 12 - TRANSFERS BY LANDLORD**Section 12.01. Sale of the Building.**

Landlord shall have the right to sell the Building at any time during the Lease Term, subject only to the rights of Tenant hereunder; and such sale shall operate to release Landlord from liability hereunder after the date of such conveyance.

Section 12.02. Subordination and Estoppel Certificate.

Landlord shall have the right to subordinate this Lease to any mortgage presently existing or hereafter placed upon the Building by so declaring in such mortgage. Within ten (10) days following receipt of a written request from Landlord, Tenant shall execute and deliver to Landlord, without cost, any instrument which Landlord deems reasonably necessary or desirable to confirm the subordination of this Lease and an estoppel certificate in such form as Landlord may reasonably request certifying (i) that this Lease is in full force and effect and unmodified or stating the nature of any modification, (ii) the date to which rent has been paid, (iii) that there are not, to Tenant's knowledge, any uncured defaults or specifying such defaults if any are claimed, and (iv) any other matters or state of facts reasonably required respecting the Lease. Such estoppel may be relied upon by Landlord and by any purchaser or mortgagee of the Building. Notwithstanding the foregoing, if the mortgagee shall take title to the Leased Premises through foreclosure or deed in lieu of foreclosure, Tenant shall be allowed to continue in possession of the Leased Premises as provided for in this Lease so long as Tenant shall not be in default.

ARTICLE 13 - DEFAULT AND REMEDY

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OAK Surgery Center LeaseSection 13.01. Default.

The occurrence of any of the following shall be a "Default":

- (a) Tenant fails to pay any Monthly Rental Installment or Additional Rent within five (5) days after the same is due, or Tenant fails to pay any other amounts due Landlord from Tenant within ten (10) days after the same is due.
- (b) Tenant fails to perform or observe any other term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after notice thereof from Landlord; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required to cure, then such default shall be deemed to have been cured if Tenant commences such performance within said thirty (30) day period and thereafter diligently completes the required action within a reasonable time.
- (c) Tenant shall vacate or abandon the Leased Premises, or fail to occupy the Leased Premises or any substantial portion thereof for a period of ninety (90) days.
- (d) Tenant shall assign or sublet all or a portion of the Leased Premises in contravention of the provisions of Article II of this Lease.
- (e) All or substantially all of Tenant's assets in the Leased Premises or Tenant's interest in this Lease are attached or levied under execution (and Tenant does not discharge the same within sixty (60) days thereafter); a petition in bankruptcy, insolvency or for reorganization or arrangement is filed by or against Tenant (and Tenant fails to secure a stay or discharge thereof within sixty (60) days thereafter); Tenant is insolvent and unable to pay its debts as they become due; Tenant makes a general assignment for the benefit of creditors; Tenant takes the benefit of any insolvency action or law; the appointment of a receiver or trustee in bankruptcy for Tenant or its assets if such receivership has not been vacated or set aside within thirty (30) days thereafter; or, dissolution or other termination of Tenant's corporate charter if Tenant is a corporation.

Section 13.02. Remedies.

Upon the occurrence of any Default, Landlord shall have the following rights and remedies, in addition to those allowed by law or in equity, anyone or more of which may be exercised without further notice to Tenant:

- (a) Landlord may apply the Security Deposit or re-enter the Leased Premises and cure any default of Tenant, and Tenant shall reimburse Landlord as additional rent for any costs and expenses which Landlord thereby incurs; and Landlord shall not be liable to Tenant for any loss or damage which Tenant may sustain by reason of Landlord's action.
- (b) Landlord may terminate this Lease or, without terminating this Lease, terminate Tenant's right to possession of the Leased Premises as of the date of such default, and thereafter (i) neither Tenant nor any person claiming under or through Tenant shall be entitled to possession of the Leased Premises, and Tenant shall immediately surrender the Leased Premises to Landlord; and (ii) Landlord may re-enter the Leased Premises and dispossess Tenant and any other occupants of the Leased Premises by any lawful means and may remove their effects, without prejudice to any other remedy which Landlord may have. Upon the termination of this Lease, Landlord may declare the present value discounted at the Prime Rate of all rent which would have been due under this Lease for the balance of the Lease Term to be immediately due and payable less the present value of the net amount of such rent and other charges for the remainder of the Lease Term which Landlord determines could reasonably be recovered by Landlord from reletting the Leased Premises under then-current and reasonably anticipated market conditions, whereupon Tenant shall be obligated to pay the same to Landlord, together with all loss or damage which Landlord may sustain by reason of Tenant's default ("Default Damages"), which shall

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include without limitation expenses of preparing the Leased Premises for re-letting, demolition, repairs, tenant finish improvements and brokers' and attorneys' fees, it being expressly understood and agreed that the liabilities and remedies specified in this subsection (b) shall survive the termination of this Lease.

(c) Landlord may, without terminating this Lease, re-enter the Leased Premises and re-let all or any part thereof for a term different from that which would otherwise have constituted the balance of the Lease Term and for rent and on terms and conditions different from those contained herein, whereupon Tenant shall be immediately obligated to pay to Landlord as liquidated damages the difference between the rent provided for herein and that provided for in any lease covering a subsequent re-letting of the Leased Premises, for the period which would otherwise have constituted the balance of the Lease Term, together with all of Landlord's Default Damages.

(d) Landlord may sue for injunctive relief or to recover damages for any loss resulting from the breach.

(e) In addition to the defaults and remedies described above, the parties agree that if Tenant is in violation of the performance of any (but not necessarily the same) term or condition of this Lease three (3) or more times during any twelve (12) month period, regardless of whether such violations are ultimately cured, then such conduct shall, at Landlord's option, represent a separate Default.

Section 13.03. Landlord's Default and Tenant's Remedies.

Landlord shall be in default if it fails to perform any term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is such that it cannot reasonably be performed within thirty days, such default shall be deemed to have been cured if Landlord commences such performance within said thirty-day period and thereafter diligently undertakes to complete the same. Upon the occurrence of any such default, Tenant may sue for injunctive relief or to recover damages for any loss directly resulting from the breach, but Tenant shall not be entitled to terminate this Lease or withhold, offset or abate any sums due hereunder.

Section 13.04. Limitation of Landlord's Liability.

If Landlord shall fail to perform any term, condition, covenant or obligation required to be performed by it under this Lease and if Tenant shall, as a consequence thereof, recover a money judgment against Landlord, Tenant agrees that it shall look solely to Landlord's right, title and interest in and to the Building for the collection of such judgment; and Tenant further agrees that no other assets of Landlord shall be subject to levy, execution or other process for the satisfaction of Tenant's judgment.

Section 13.05. Nonwaiver of Defaults.

Neither party's failure or delay in exercising any of its rights or remedies or other provisions of this Lease shall constitute a waiver thereof or affect its right thereafter to exercise or enforce such right or remedy or other provision. No waiver of any default shall be deemed to be a waiver of any other default. Landlord's receipt of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction. No act or omission by Landlord or its employees or agents during the term of this Lease shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.

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If either party defaults in the performance or observance of any of the terms, conditions, covenants or obligations contained in this Lease and the non-defaulting party obtains a judgment against the defaulting party, then the defaulting party agrees to reimburse the non-defaulting party for the attorneys' fees incurred thereby.

ARTICLE 14 - LANDLORD'S RIGHT TO RELOCATE TENANT

Landlord shall have the right upon at least thirty (30) days' prior written notice to Tenant to relocate Tenant and to substitute for the Leased Premises other space in the Building or in another Building owned by Landlord in the vicinity containing at least as much rentable area as the Leased Premises. Such substituted space shall be improved by Landlord, at its expense, with improvements at least equal in quantity and quality to those in the Leased Premises. Landlord shall reimburse Tenant for all reasonable expenses incurred with and caused by such relocation. In no event shall Landlord be liable to Tenant for any consequential damages as a result of any such relocation, including, but not limited to, loss of business income or opportunity.

ARTICLE 15 - TENANT'S RESPONSIBILITY REGARDING ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCESSection 15.01. Environmental Definitions.

A. "Environmental Laws" - All present or future federal, state and municipal laws, ordinances, rules and regulations applicable to the environmental and ecological condition of the Leased Premises, the rules and regulations of the Federal Environmental Protection Agency or any other federal, state or municipal agency or governmental board or entity having jurisdiction over the Leased Premises.

B. "Hazardous Substances" - Those substances included within the definitions of "hazardous Substances," "hazardous materials," "toxic substances," "solid waste" or "infectious waste" under Environmental Laws.

Section 15.02. Compliance.

Tenant, at its sole cost and expense, shall promptly comply with the Environmental Laws including any notice from any source issued pursuant to the Environmental Laws or issued by any insurance company which shall impose any duty upon Tenant with respect to Tenant's specific use, occupancy, maintenance or alteration of the Leased Premises whether such notice shall be served upon Landlord or Tenant.

Section 15.03. Restrictions on Tenant.

Tenant shall operate its business and maintain the Leased Premises in compliance with all Environmental Laws. Tenant shall not cause or permit the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under or about the Leased Premises, or the transportation to or from the Leased Premises of any Hazardous Substances, except as necessary and appropriate for its Permitted Use in which case, Tenant shall provide Landlord with a current list of such Hazardous Substances (other than typical cleaning supplies customarily used in offices) which shall be updated on a quarterly basis, the use, storage or disposal of such Hazardous Substances shall be performed in compliance with the Environmental Laws and the

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highest standards prevailing in the industry.

Section 15.04. Notices, Affidavits, Etc.

Tenant shall immediately notify Landlord of (i) any violation by Tenant, its employees, agents, representatives, customers, invitees or contractors of the Environmental Laws on, under or about the Leased Premises, or (ii) the presence or suspected presence of any Hazardous Substances on, under or about the Leased Premises and shall immediately deliver to Landlord any notice received by Tenant relating to (i) and (ii) above from any source. Tenant shall execute affidavits, representations and the like within five (5) days of Landlord's request therefor concerning Tenant's best knowledge and belief regarding the presence of any Hazardous Substances on, under or about the Leased Premises.

Section 15.05. Landlord's Rights.

Landlord and its agents shall have the right, but not the duty, upon advance notice (except in the case of emergency when no notice shall be required) to inspect the Leased Premises and conduct tests thereon to determine whether or the extent to which there has been a violation of Environmental Laws by Tenant or whether there are Hazardous Substances on, under or about the Leased Premises. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused thereby.

Section 15.06. Tenant's Indemnification.

Tenant shall indemnify Landlord and Landlord's managing agent from any and all claims, losses, liabilities, costs, expenses and damages, including attorneys' fees, costs of testing and remediation costs, incurred by Landlord in connection with any breach by Tenant of its obligations under this Article 15. The covenants and obligations under this Article 15 shall survive the expiration or earlier termination of this Lease.

Section 15.07. Existing Conditions.

Notwithstanding anything contained in this Article 15 to the contrary, Tenant shall not have any liability to Landlord under this Article 15 resulting from any conditions existing, or events occurring, or any Hazardous Substances existed or generated, at, in, on, under or in connection with the Leased Premises prior to the Commencement Date of this Lease except to the extent Tenant exacerbates the same.

ARTICLE 16 – MISCELLANEOUSSection 16.01. Benefit of Landlord and Tenant.

This Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns.

Section 16.02. Governing Law.

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THIS LEASE SHALL BE GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE BUILDING IS LOCATED. TO THE EXTENT PERMITTED BY LAW, THE PARTIES HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION CONCERNING THIS LEASE, AND AGREE THAT NO SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED SHALL BE SOUGHT TO BE CONSOLIDATED WITH ANY OTHER ACTION IN WHICH THE JURY TRIAL HAS NOT OR CANNOT BE WAIVED. THE PARTIES FURTHER AGREE ANY LAWSUIT CONCERNING THIS LEASE SHALL BE BROUGHT IN THE CIRCUIT COURT OF KANKAKEE COUNTY, WHERE THE BUILDING, THE NEGOTIATION AND SIGNING OF THIS LEASE OCCURRED, AND TENANT HEREBY IRREVOCABLY AGREES TO A DESIGNATED AGENT BY LANDLORD FOR ACCEPTANCE OF SERVICE OF LEGAL PROCESS ON TENANT'S BEHALF.

Section 16.03. Guaranty.

In consideration of Landlord's leasing the Leased Premises to Tenant, Tenant shall provide Landlord with a Guaranty of Lease executed by the Guarantor(s) set forth in Section 1.01.M, if any.

Section 16.04. Force Majeure.

Landlord and Tenant (except with respect to the payment of rent or other charges) shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond its control, including but not limited to work stoppages, boycotts, slowdowns or strikes; shortages of materials, equipment, labor or energy; unusual weather conditions; or acts or omissions of governmental or political bodies.

Section 16.05. Examination of Lease.

Submission of this instrument for examination or signature to Tenant does not constitute a reservation of or option for Lease, and it is not effective as a Lease or otherwise until execution by and delivery to both Landlord and Tenant.

Section 16.06. Indemnification for Leasing Commissions.

The parties hereby represent and warrant that the only real estate brokers involved in the negotiation and execution of this Lease are the Brokers. Each party shall indemnify the other from any and all liability for the breach of this representation and warranty on its part and shall pay any compensation to any other broker or person who may be entitled thereto.

Section 16.07. Notices.

Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if it is written and delivered in person or by overnight courier or mailed by certified mail, postage prepaid, to the party who is to receive such notice at the address specified in Article 1. When so mailed, the notice shall be deemed to have been given as of the date it was mailed. Either party may change its address by giving written notice thereof to the other party.

Section 16.08. Partial Invalidity; Complete Agreement.

ATTACHMENT 2
OAK Surgery Center Lease

If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect. This Lease represents the entire agreement between Landlord and Tenant covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No change or addition shall be made to this Lease except by a written agreement executed by Landlord and Tenant.

Section 16.09. Financial Statements.

During the Lease Term and any extensions thereof, Tenant shall provide to Landlord on an annual basis, within ninety (90) days following the end of Tenant's fiscal year, a copy of Tenant's most recent certified and audited financial statements prepared as of the end of Tenant's fiscal year. Such financial statements shall be prepared in conformity with generally accepted accounting principles, consistently applied.

Section 16.10. Representations and Warranties.

The undersigned represent and warrant that (i) such party is duly organized, validly existing and in good standing (if applicable) in accordance with the laws of the state under which it was organized; and (ii) the individual executing and delivering this Lease has been properly authorized to do so, and such execution and delivery shall bind such party.

Section 16.11. Compliance with Laws.

Landlord shall comply with all laws of general application having to do with the construction of the Leased Premises or preparing them for use or occupancy.

Section 16.12. Option to Extend.

Landlord hereby grants to Tenant one (1) option to extend the Term for an additional five (5) years on the same terms, conditions and provisions as contained in this Lease, except as otherwise provided herein; the option shall commence the day after the expiration of the original lease term.

(a) Tenant's options to extend shall be exercisable by written notice from Tenant to Landlord given no later than twelve (12) months prior to the expiration date, time being of the essence. If Tenant exercises the option to extend, such exercise shall be irrevocable. If not so exercised, Tenant's option to extend shall thereupon expire.

(b) Rent payable during the Extension Period shall be equal to an annual escalation of 2%.

(c) Tenant may only exercise its option to extend and an exercise thereof shall only be effective, if at the time of Tenant's exercise of the option and on the commencement date of the Extension Period, this Lease is in full force and effect and no event or circumstance exists which, with the giving of notice or the passage of time, or both, could constitute a default by Tenant under this Lease, and, inasmuch as this option is intended only for the original Tenant named in this Lease, the entire Premises are then occupied by the original Tenant herein, and Tenant has not assigned this Lease or sublet any portion of the Premises. Without limitation of the foregoing, no sub lessee or assignee shall be entitled to exercise the option to extend, and no exercise of the option to extend by the original Tenant named herein shall be effective, if Tenant assigns this Lease or subleases any portion of the Premises prior to the date of commencement of the Extension Period. Additionally, notwithstanding anything contained herein to the contrary, Tenant's rights under this section, Tenant's then current financial statements which shall be in the same form and detail as the financial statements provided by Tenant to Landlord as of the date of this lease.

(d) Upon the valid exercise by Tenant of the option to extend, at the request of either party hereto and

ATTACHMENT 2
OAK Surgery Center Lease

within thirty (30) days after such request, Landlord and Tenant shall enter into a written amendment to this Lease confirming the terms, conditions and provisions of this section, with such revisions to the Base Rent and Additional Rent provisions of this Lease as may be necessary to conform the rent provisions of this Lease as may be necessary to conform the rent provisions of this Lease.

Section 16.13. Right of First Offer.

Provided that the Tenant is not in Default, and subject to the rights of existing tenants and leases, Tenant shall have a one-time Right of First Offer to lease additional contiguous space within the building ("Right of First Offer") as it becomes available. Landlord shall provide Tenant with written notice of intention to lease the contiguous space, including Landlord's terms and conditions. Tenant shall have 3 business days from receipt of written notice to exercise this option by accepting Landlord's proposed terms and conditions, after which the option will terminate.

Section 16.14. Patriot Act.

Each of Landlord and Tenant, each as to itself, hereby represents its compliance and its agreement to continue to comply with all applicable anti-money laundering laws, including, without limitations, the USA Patriot Act, and the laws administered by the United States Treasury Department's Office of Foreign Assets Control, including, without limitation, Executive Order 13224 ("Executive Order"). Each of Landlord and Tenant further represents (such representation to be true throughout the Lease Term) (i) that it is not, and it is not owned or controlled directly or indirectly by any person or entity, on the SDN List published by the United States Treasury Department's Office of Foreign Assets Control and (ii) that it is not a person otherwise identified by government or legal authority as a person with whom a U.S. Person is prohibited from transacting business. As of the date hereof, a list of such designations and the text of the Executive Order are published under the internet website address www.ustreas.gov/offices/enforcemnet/ofac.

SIGNATURE PAGE FOLLOWS

ATTACHMENT 2
OAK Surgery Center Lease

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD:

OAK Professional Complex, LLC,

By: _____
Its Manager

TENANT:

OAK ASC, LLC,

By: _____
Its Manager

STATE OF ILLINOIS)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, by me known to be the _____ of _____, a _____ Corporation, who acknowledged the execution of the foregoing "Lease" on behalf of said limited liability company.

WITNESS MY HAND AND Notarial Seal this _____ day of _____, 20 _____.

Notary Public

(Printed Signature)

My Commission Expires: _____

My County of Residence: _____

ATTACHMENT 2
OAK Surgery Center Lease

EXHIBIT A

ATTACHMENT 2
OAK Surgery Center Lease

EXHIBIT B

Improvements to the Leased Premises By Landlord

ATTACHMENT 2
OAK Surgery Center Lease**EXHIBIT C****RULES AND REGULATIONS**

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or used for any purpose other than ingress and egress. Landlord may control the Common Areas.
2. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Leased Premises other than Landlord standard drapes without Landlord's prior written approval. All electric ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent, of a quality, type, design and bulb color approved by Landlord. Neither the interior nor the exterior of any windows shall be coated or otherwise sun screened without written consent of Landlord.
3. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by any tenant on, about or from any part of the Leased Premises or the Building without the prior written consent of Landlord. In the event of the violation of the foregoing by any tenant, Landlord may remove or stop same without any liability, and may charge the expense incurred in such removal or stopping to tenant. Standard interior signs on doors and lobby directory shall be inscribed, painted or affixed for each tenant by the Landlord, and shall be of a size, color and style acceptable to Landlord. The lobby directory will be provided exclusively for the display of the name and location of tenants only, and Landlord reserves the right to exclude any other names therefrom. Nothing may be placed on the exterior of corridor walls or corridor doors other than Landlord's standard lettering.
4. The sashes, sash doors, windows, and doors that reflect or admit light and air into halls, passageways or other public places in the Building shall not be covered or obstructed by tenant.
5. The sinks and toilets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose subtenants, assignees or any of their servants, employees, agents, visitors or licensees shall have caused the same.
6. No tenant shall mark, paint, drill into, or in any way deface any part of the Leased Premises or the Building. No boring, cutting or stringing of wires or laying of linoleum or other similar floor coverings shall be permitted, except with the prior written consent of the Landlord and as the Landlord may direct. Landlord shall direct electricians as to where and how telephone or telegraph wires are to be introduced. No boring or cutting for wires or stringing of wires will be allowed without written consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the Leased Premises shall be subject to the approval of Landlord.
7. No bicycles, vehicles, birds or animals of any kind (except seeing eye dogs) shall be brought into or kept in or about the Leased Premises, and no cooking shall be done or permitted by any tenant on the Leased Premises, except microwave cooking, and the preparation of coffee, tea, hot chocolate and similar items for tenants and their employees which shall be permitted provided power shall not exceed that

ATTACHMENT 2
OAK Surgery Center Lease

amount which can be provided by a 30 amp circuit. No tenant shall cause or permit any unusual or objectionable odors to be produced or permeate the Leased Premises.

8. The Leased Premises shall not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the permitted use of the Leased Premises. No tenant shall occupy or permit any portion of the Leased Premises to be occupied as an office for the manufacture or sale of liquor, narcotics, or tobacco in any form, or as a medical office, or as a barber or manicure shop, or an employment bureau without the express written consent of Landlord. The Leased Premises shall not be used for lodging or sleeping or for any immoral or illegal purpose.

9. No tenant shall make, or permit to be made any unseemly or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, phonograph, unusual noise, or in any other way. No tenant shall throw anything out of doors, windows or down the passageways.

10. No tenant, subtenant or assignee nor any of its servants, employees, agents, visitors or licensees, shall at any time bring or keep upon the Leased Premises any inflammable, combustible or explosive fluid, chemical or substance or firearm.

11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in existing locks or the mechanism thereof. Each tenant must upon the termination of his tenancy, restore to the Landlord all keys of doors, offices, and toilet rooms, either furnished to, or otherwise procured by, such tenant and in the event of the loss of keys so furnished, such tenant shall pay to the Landlord the cost of replacing the same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such changes.

12. No Tenant shall overload the floors of the Leased Premises. All damage to the floor, structure or foundation of the Building due to improper positioning or storage items or materials shall be repaired by Landlord at the sole cost and expense of Tenant, who shall reimburse Landlord immediately therefor upon demand. All removals or the carrying in or out of any safes, freight, furniture, or bulky matter of any description must take place during the hours which Landlord shall reasonably determine from time to time. The moving of safes or other fixtures or bulky matter of any kind must be done upon previous notice to the superintendent of the Building and under his supervision, and the persons employed by any tenant for such work must be acceptable to Landlord. Landlord reserves the right to inspect all safes, freight or other bulky articles to be brought into the Building and to exclude from the Building all safes, freight or other bulky articles which violate any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. The Landlord reserves the right to prescribe the weight and position of all safes, which must be placed upon supports approved by Landlord to distribute the weight.

13. No tenant shall purchase janitorial or maintenance or other like services, from any person or persons not approved by Landlord.

14. Landlord shall have the right to prohibit any advertising by any tenant which, in Landlord's opinion tends to impair the reputation of the Building or its desirability as an office location, and upon written notice from Landlord any tenant shall refrain from or discontinue such advertising.

ATTACHMENT 2
OAK Surgery Center Lease

15. Landlord reserves the right to require all persons entering the Building between the hours of 6 p.m. and 8 a.m. and at all hours on Sunday and legal holidays to register with Landlord's security personnel. Each tenant shall be responsible for all persons entering the Building at tenant's invitation, express or implied. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of an invasion, mob riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right without any abatement of rent to require all persons to vacate the Building and to prevent access to the Building during the continuance of the same for the safety of the tenants and the protection of the Building and the property in the Building.

16. Any persons employed by any tenant to do janitorial work or other work in the Leased Premises shall, while in the Building and outside of the Leased Premises, be subject to and under the control and direction of the superintendent of the Building (but not as an agent or servant of said superintendent or of the Landlord), and tenant shall be responsible for all acts of such persons.

17. The requirements of tenant will be attended to only upon application to the Office of the Building.

18. Canvassing, soliciting and peddling in the Building are prohibited, and each tenant shall report and otherwise cooperate to prevent the same.

19. All office equipment of any electrical or mechanical nature shall be placed by tenant in the Leased Premises in settings which will, to the maximum extent possible, absorb or prevent any vibration, noise and annoyance.

20. No air-conditioning unit or other similar apparatus shall be installed or used by any tenant without the written consent of Landlord.

21. There shall not be used in any space, or in the public halls of the Building, either by any tenant or others, any hand trucks except those equipped with rubber tires and rubber side guards.

22. The scheduling of tenant move-ins shall be subject to the reasonable discretion of Landlord.

23. The Building is a smoke-free Building. Smoking is strictly prohibited within the Building. Smoking shall only be allowed in areas designated as a smoking area by Landlord. Tenant and its employees, representatives, contractors or invitees shall not smoke within the Building or throw cigar or cigarette butts or other substances or litter of any kind in or about the Building, except in receptacles placed in it for that purpose. Landlord may, at its sole discretion, impose a charge against monthly rent of \$50.00 per violation by tenant or any of its employees, representatives, contractors or invitees, of this smoking policy.

24. Tenants will see that all doors are securely locked, and water faucets, electric lights and electric machinery are turned off before leaving the Building.

25. Parking spaces associated with the Building are intended for the exclusive use of passenger automobiles. Except for intermittent deliveries, no vehicles other than passenger automobiles may be

ATTACHMENT 2
OAK Surgery Center Lease

parked in a parking space without the express written permission of Landlord.

26. Tenant shall be responsible for and cause the proper disposal of medical waste, including hypodermic needles, created by its employees.

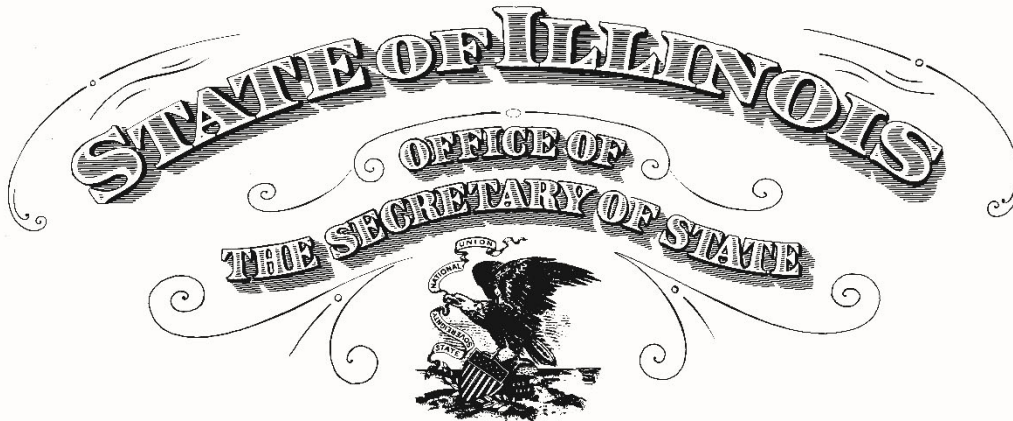
It is Landlord's desire to maintain in the Building the highest standard of dignity and good taste consistent with comfort and convenience for tenants. Any action or condition not meeting this high standard should be reported directly to Landlord. The Landlord reserves the right to make such other and further rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Building, and for the preservation of good order therein.

ATTACHMENT 3
Operating Entity/Licensee

The operating entity and the licensee will continue to be OAK ASC, LLC. Included with this Attachment is the licensee's Certificate of Good Standing. The ASTC is currently operated by OAK ASC, LLC ("OAK") which is owned with equal 20% interests by Tomasz Antkowiak, M.D., Michael J. Corcoran, M.D., Alexander E. Michalow, M.D., Kermit Muhammad, M.D., and Rajeev D. Puri, M.D.

ATTACHMENT 3
Certificate of Good Standing- OAK ASC, LLC

File Number 0746969-1

***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

OAK ASC, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JANUARY 07, 2019, 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.



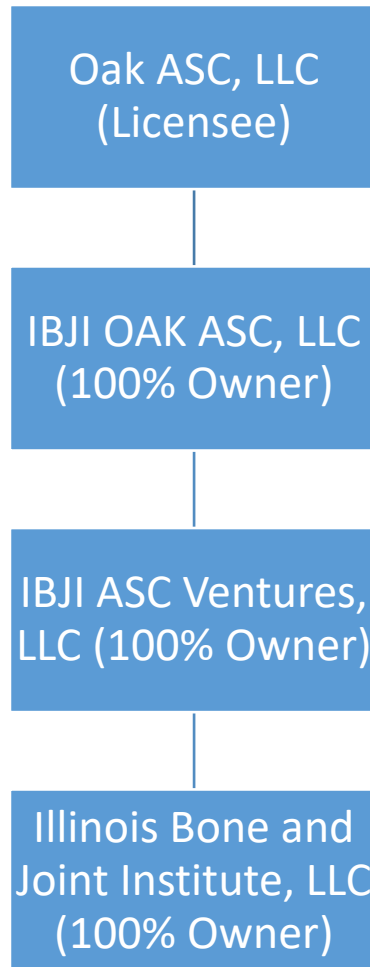
Authentication #: 2131203196 verifiable until 11/08/2022
Authenticate at: <http://www.ilsos.gov>

***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 8TH
day of NOVEMBER A.D. 2021 .***

Jesse White

SECRETARY OF STATE

ATTACHMENT 4
Pre-Transactional Organizational Chart

ATTACHMENT 4
Post-Transactional Organizational Chart

ATTACHMENT 5
Background of the Applicant

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

IBJI ASC Ventures owns Ravine Way Surgery Center and Salt Creek Surgery Center, included with this attachment is a letter from the entity affirming ownership of the facilities.

- 2. A listing of all health care facilities currently owned and/or operated in Illinois, by any corporate officers or directors, LLC members, partners, or owners of at least 5% of the proposed health care facility.**

None of the current owners own or operate healthcare facilities other than the facility subject to this application.

- 3. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant, directly or indirectly, during the three years prior to the filing of the application. Please provide information for each applicant, including corporate officers or directors, LLC members, partners and owners of at least 5% of the proposed facility. A health care facility is considered owned or operated by every person or entity that owns, directly or indirectly, an ownership interest.**

Included with this Attachment is letter from OAK ASC, LLC, IBJI OAK ASC, LLC, and IBJI ASC Ventures, LLC verifying that no adverse action has taken place.

- 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.**

Included with this attachment is the applicant's authorization permitting HFSRB and IDPH access to any documents necessary to verify the information needed.

- 5. If, during a given calendar year, an applicant submits more than one Application, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest that the information was previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.**

Not applicable.

ATTACHMENT 5
Background of the Applicant - Letter from OAK ASC, LLC

November 3, 2021

Courtney Avery
Board Administrator
Illinois Health Facilities and Service Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Re: Certification and Authorization

Dear Ms. Avery,

As representative of OAK ASC, LLC, OAK Professional Complex, LLC, I, Michael J. Corcoran, MD, give authorization to the Health Facilities and Services Review Board and the Illinois Department of Public Health (IDPH) to access documents necessary to verify the information submitted including, but not limited to: official records of IDPH or other state agencies, the licensing or certification records of other states, and the records of nationally recognized accreditation organizations.

I further verify that, OAK ASC, LLC, OAK Professional Complex, LLC, have no ownership interest in any Illinois healthcare facilities, and as such we no adverse actions to report for the past three (3) years.

I hereby certify this is true and based upon my personal knowledge under penalty of perjury and in accordance with 735 ILCS 5/1-109.

Sincerely,



Michael J. Corcoran, MD
Member
OAK ASC, LLC

ATTACHMENT 5
Background of the Applicant - Letter from IBJI ASC Ventures, LLC

November 7, 2022

John P. Kniery
Board Administrator
Illinois Health Facilities and Service Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Re: Certification and Authorization- OAK Surgery Center

Dear Mr. Kniery,

As representative of IBJI OAK ASC, LLC, IBJI ASC Ventures, LLC and Illinois Bone and Joint Institute, LLC, I, Andre Blom, give authorization to the Health Facilities and Services Review Board and the Illinois Department of Public Health (IDPH) to access documents necessary to verify the information submitted including, but not limited to: official records of IDPH or other state agencies, the licensing or certification records of other states, and the records of nationally recognized accreditation organizations.

I further verify that IBJI OAK ASC, LLC, through IBJI ASC Ventures, LLC and Illinois Bone and Joint Institute, LLC, will have an ownership interest in the OAK Surgery Center, LLC located at 6712 North Convent Street, Bourbonnais, Illinois 60914. IBJI ASC Ventures, LLC and Illinois Bone and Joint Institute, LLC maintain an ownership interest in other healthcare facilities and there are no adverse actions to report for the past three (3) years at any of these facilities.

I hereby certify this is true and based upon my personal knowledge under penalty of perjury and in accordance with 735 ILCS 5/1-109.

Sincerely,

Andre Blom
Illinois Bone and Joint Institute, LLC- CEO
IBJI ASC Ventures, LLC- CEO
IBJI OAK ASC, LLC- Manager

ATTACHMENT 6
Change of Ownership

Section 1130.520(b)(1)(B)- Names of parties

The application for exemption is subject to approval under Section 1130.560 and shall include the information required by Section 1130.500

The parties involved in this project are:

- OAK ASC, LLC
- OAK Professional Complex, LLC
- Illinois Bone and Joint Institute, LLC
- IBI ASC Ventures, LLC
- IBI OAK ASC, LLC

ATTACHMENT 6
Change of Ownership**Section 1130.520(b)(1)(B)- Background of the parties**

"Background of the parties, which shall include proof that the applicant is fit, willing, able, and has the qualifications, background and character to adequately provide a proper standard of health service for the community by certifying that no adverse action has been taken against the applicant by the federal government, licensing or certifying bodies, or any other agency of the State of Illinois against any health care facility owned or operated by the applicant, directly or indirectly, within three years preceding the filing of the application."

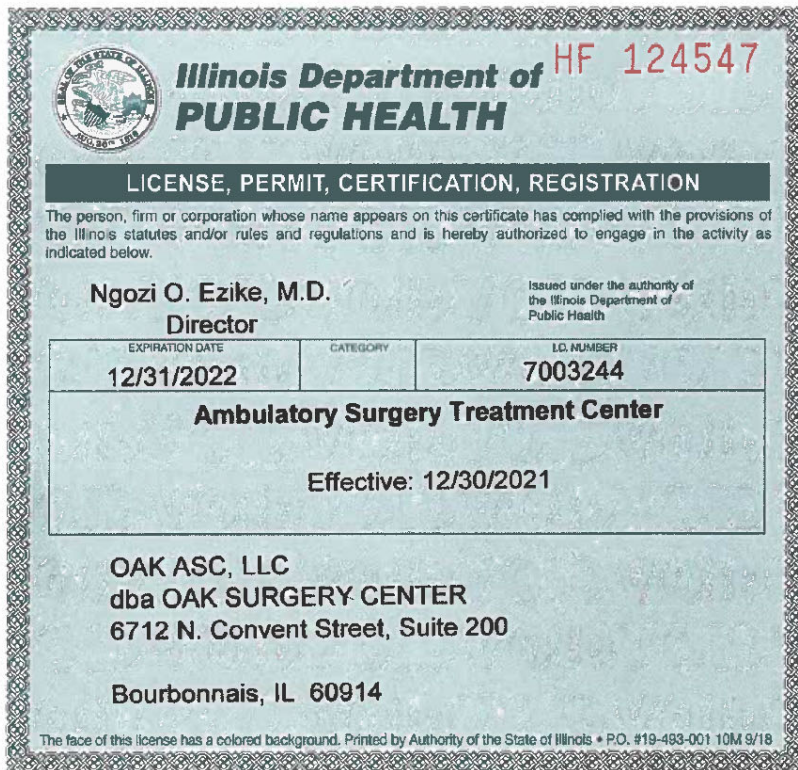
Illinois Bone and Joint Institute, LLC, IBJI OAK ASC, LLC, and IBJI ASC Ventures, LLC- IBJI ASC Ventures, LLC is a wholly owned subsidiary of Illinois Bone and Joint Institute, LLC ("IBJI"). IBJI OAK ASC, LLC, is a wholly owned subsidiary of IBJI ASC Ventures, LLC. Founded in 1990, IBJI is the largest orthopedic group practice in Illinois. The group has 150 physicians in every orthopedic specialty. The group offers care for children and adults and offers a full range of orthopedic care, including advanced MRI imaging, pain management, non-surgical and surgical treatment plans, rheumatology, physical therapy, occupational therapy, wellness and sports training.

IBJI also maintains OrthoAccess® walk-in clinics that provide same day immediate care for orthopedic injuries. Offering comprehensive care all in one place enables physicians, therapists and staff to work closely together, so that patients and families achieve better outcomes. IBJI ASC Ventures, LLC will be acquiring Ravine Way Partners, LLC's interest in the facility.

OAK ASC, LLC- This is the corporate entity that holds the license and owns the existing facility. The facility is owned by several physicians affiliated with the Illinois Bone and Joint physician practice.

OAK Professional Complex, LLC- This is the corporate entity that owns the land on which the facility is located. It is owned in part by several physicians affiliated with the Illinois Bone and Joint Physician Practice.

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 10/2018 Edition



Illinois Department of PUBLIC HEALTH HF 124547

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 12/31/2022	CATEGORY	L.D. NUMBER 7003244
--------------------------------------	----------	-------------------------------

Ambulatory Surgery Treatment Center

Effective: 12/30/2021

OAK ASC, LLC
dba OAK SURGERY CENTER
6712 N. Convent Street, Suite 200
Bourbonnais, IL 60914

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

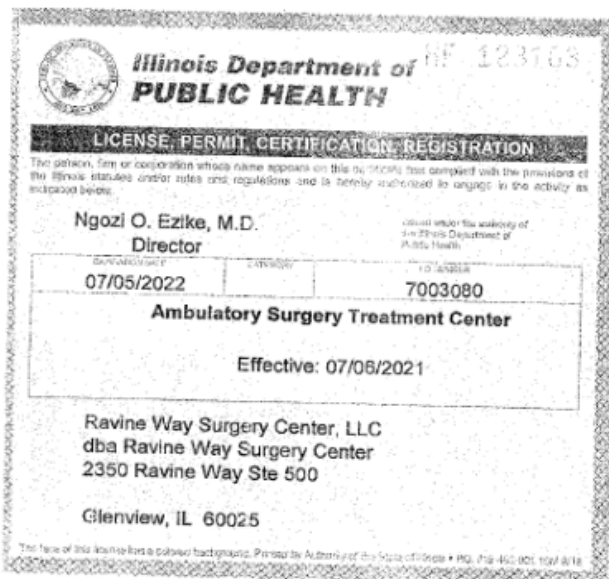
← DISPLAY THIS PART IN A CONSPICUOUS PLACE

Exp. Date 12/31/2022
Lic Number 7003244
Date Printed 1/3/2022

OAK ASC, LLC
dba OAK SURGERY CENTER
6712 N. Convent Street, Suite 200
Bourbonnais, IL 60914

FEE RECEIPT NO.

IBJI ASC Ventures, LLC Owned Facility License:



Illinois Department of PUBLIC HEALTH HF 123103

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 07/05/2022	CATEGORY	L.D. NUMBER 7003080
--------------------------------------	----------	-------------------------------

Ambulatory Surgery Treatment Center

Effective: 07/06/2021

Ravine Way Surgery Center, LLC
dba Ravine Way Surgery Center
2350 Ravine Way Ste 500
Glenview, IL 60025

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

← DISPLAY THIS PART IN A CONSPICUOUS PLACE

Exp. Date 07/05/2022
Lic Number 7003080
Date Printed 06/04/2021

Ravine Way Surgery Center, LLC
dba Ravine Way Surgery Center
2350 Ravine Way Ste 500
Glenview, IL 60025-7657

FEE RECEIPT NO.

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 10/2018 Edition

IBJI ASC Ventures, LLC Owned Facility License:

 Illinois Department of PUBLIC HEALTH		HF 123928
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 12/30/2022	CATEGORY Ambulatory Surgery Treatment Center	LIC NUMBER 7003189
Effective: 12/31/2021		
Westmont Surgery Center LLC dba Salt Creek Surgery Center 530 N Cass Avenue Westmont, IL 60559		
The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #19-453-001 10M/9/19		

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

Exp. Date 12/30/2022

Lic Number 7003189

Date Printed 10/5/2021

Westmont Surgery Center LLC
dba Salt Creek Surgery Center
530 N Cass Avenue
Westmont, IL 60559-1503

FEE RECEIPT NO.

ATTACHMENT 6
Change of Ownership

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

The application for exemption is subject to approval under Section 1130.560 and shall include the information required by Section 1130.500.

IBJI OAK ASC, LLC will purchase 100% of the outstanding units in OAK Surgery Center ("ASTC") from OAK ASC, LLC.

ATTACHMENT 6
Change of Ownership

1130.520(b) (1)(D)- Entity to be Licensed after transaction

"Name of the person who will be the licensed or certified entity after the transaction"

The entity to be licensed after the change of ownership will remain OAK Surgery Center. There will be no change in the entity currently licensed by the Illinois Department of Public Health to operate the ambulatory surgical treatment center.

ATTACHMENT 6
Change of Ownership**Section 1130.520(b) (1)(E)- List of Ownership**

"List of the ownership or membership interests in such licensed or certified entity both prior to and after the transaction, including a description of the applicant's organizational structure with a listing of controlling or subsidiary persons."

IBJI OAK ASC, LLC will purchase 100% of the outstanding units in OAK Surgery Center ("ASTC") from Tomasz Antkowiak, M.D., Michael J. Corcoran, M.D., Alexander E. Michalow, M.D., Kermit Muhammad, M.D., and Rajeev D. Puri, M.D.

IBJI OAK ASC, LLC and will be the sole owner of the facility. IBJI OAK ASC, LLC, is a wholly owned subsidiary of IBJI ASC Ventures, LLC. IBJI ASC Ventures, LLC is a wholly owned subsidiary of Illinois Bone and Joint Institute, LLC, a physician practice.

ATTACHMENT 6
Change of Ownership

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

The identified purchase price of \$2.6 million is based on an arm's length transaction and represents the fair market value of the assets being transferred along with the acquisition of existing debt estimated as of November 3, 2022.

ATTACHMENT 6
Change of Ownership

Section 1130.520(b) (1)(G)- Purchase price

"The purchase price or other forms of consideration to be provided for those assets. [20 ILCS 3960/8.5(a)]"

The identified purchase price of \$2.6 million is based on an arm's length transaction and represents the fair market value of the assets being transferred along with the acquisition of existing debt estimated as of November 3, 2022.

ATTACHMENT 6
Change of Ownership

Section 1130.520(b)(2)- Outstanding Permits

“Affirmation that any projects for which permits have been issued have been completed or will be completed or altered in accordance with the provisions of this Section”

There are currently no outstanding permits that have been issued to the Applicants.

ATTACHMENT 6
Change of Ownership

Section 1130.520(b)(2)- Hospital Charity Care

"If the ownership change is for a hospital, affirmation that the facility will not adopt a more restrictive charity care policy than the policy that was in effect one year prior to the transaction. The hospital must provide affirmation that the compliant charity care policy will remain in effect for a two-year period following the change of ownership transaction"

This change of ownership does not involve a hospital; thus this provision is NOT APPLICABLE.

ATTACHMENT 6
Change of Ownership**Section 1130.520(b)(2)- Anticipated Benefits to the Community**

“A statement as to the anticipated benefits of the proposed change in ownership to the community.”

This purpose of this project is to ensure the residents of the community and the patients that will be served by OAK Surgery Center will continue to have access to the procedures they need. The facility is committed to provide care for all patients within their community, including those served by Medicare and the Illinois Medicaid program. The physicians associated with ownership of the facility have and will continue to provide services to these patients' populations.

ATTACHMENT 6
Change of Ownership**Section 1130.520(b)(2)- Anticipated Cost Savings for the Community and Facility**

"The anticipated or potential cost savings, if any, that will result for the community and the facility because of the change in ownership"

This transaction will not negatively impact the service to the community as this transaction is essentially a corporate reorganization. The operation of this surgery center will undoubtedly yield cost savings to the facility and the community which it serves. Ambulatory Surgical Treatment Centers increase access to surgical care and provide patients with the ability to have procedures performed at costs that significantly lower than those performed in a hospital operating suite. Those savings result in lower costs to healthcare system and the patients themselves. This facility proposes to serve a widespread geographic population and, will provide meaningful access to outpatient orthopedic, podiatric, and pain management surgical care.

ATTACHMENT 6
Change of Ownership

Section 1130.520(b)(2)- Quality Improvement Program

“A description of the facility's quality improvement program mechanism that will be utilized to assure quality control”

OAK Surgery Center's quality improvement program mechanism will remain in place and in the unlikely event that the outcomes being experienced do not meet or exceed those standards, an appropriate quality improvement plan will be initiated.

ATTACHMENT 6
Change of Ownership**Section 1130.520(b)(2)- Facility's Governing Body**

"A description of the selection process that the acquiring entity will use to select the facility's governing body"

The transaction involves shifting from a historical structure comprised of ownership among several individual physicians associated with Illinois Bone and Joint Institute practice to ownership by the practice itself. It is not anticipated that the bylaws of the organization will be substantially changed nor will there be substantial changes in the individuals currently serving on the facility's governing body.

From a patient, provider, and communal basis the operation of the facility will remain unchanged.

ATTACHMENT 6
Change of Ownership

Section 1130.520(b)(2)- Review Criteria in 77 Ill. Admin. Code 1110.240

“A statement that the applicant has prepared a written response addressing the review criteria contained in 77 Ill. Adm. Code 1110.240 and that the response is available for public review on the premises of the health care facility”

A response has been prepared addressing the review criteria in 77 Ill. Admin. Code 1110.240 and is available for public review on the premises of the facility.

ATTACHMENT 6
Change of Ownership**Section 1130.520(b)(2)- Summary of Propose Changes Within 24 Months**

“A description or summary of any proposed changes to the scope of services or levels of care currently provided at the facility that are anticipated to occur within 24 months after acquisition.”

This transaction does not envision any proposed changes to the scope of services or level of care currently provided in the facility. There is no expectation, as a result of this transaction, of any disruptions with the physicians who will perform surgeries at the facility once licensed nor will there be changes to the categories of services that are already approved under the permit for this project. We do not expect any other changes within 24 months of the acquisition.

ATTACHMENT 7
Charity Care Information

The amount of charity care listed for the last three years provided by the applicant facility are included in the table below.

CHARITY CARE			
	2018	2019	2020
Net Patient Revenue	N/A	N/A	N/A
Amount of Charity Care (charges)	N/A ²	N/A	N/A
Cost of Charity Care	N/A	N/A	N/A

² NOTE: Charitable care has been routinely provided as part of the physician practice but, as such charitable care does not meet the Board's definition of Charity Care for the purposes of the COE application, it is not reflected herein as charity care. Furthermore, this facility only recently began operations.

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

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2	Site Ownership		23 – 53	
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