

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

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: Barrington Road Surgery Center, LLC		
Street Address: 1585 N. Barrington Road, Bldg 2, Suite 502		
City and Zip Code: Hoffman Estates, 60169		
County: Cook	Health Service Area: 07	Health Planning Area: 031

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

Exact Legal Name: Barrington Road Surgery Center, LLC
Street Address: 1585 N. Barrington Road, Bldg 2, Suite 502
City and Zip Code: Hoffman Estates, 60169
Name of Registered Agent: CT Corporation System
Registered Agent Street Address: 208 S. La Salle Street, Suite 814
Registered Agent City and Zip Code: Chicago, 60604
Name of CEO: Jeff Nichols
CEO Street Address: 1585 N. Barrington Road, Bldg 2, Suite 502
CEO City and Zip Code: Hoffman Estates, 60169
CEO Telephone Number: (630) 546-2523

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 <u>ATTACHMENT 1</u>, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

Primary Contact [Person to receive ALL correspondence or inquiries]

Name: Juan Morado, Jr. and Mark J. Silberman
Title: CON Counsel
Company Name: Benesch Friedlander Coplan & Aronoff, LLP
Address: 71 S. Wacker Drive, Suite 1600, Chicago, IL 60606
Telephone Number: 312-212-4967 and 312-212-4952
E-mail Address: JMorado@beneschlaw.com and MSilberman@beneschlaw.com
Fax Number: 312-767-9192

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

Name: Juan Morado, Jr. and Mark J. Silberman
Title: CON Counsel
Company Name: Benesch Friedlander Coplan & Aronoff, LLP
Address: 71 S. Wacker Drive, Suite 1600, Chicago, IL 60606
Telephone Number: 312-212-4967 and 312-212-4952
E-mail Address: JMorado@beneschlaw.com and MSilberman@beneschlaw.com
Fax Number: 312-767-9192

Site Ownership [Provide this information for each applicable site]

Exact Legal Name of Site Owner: Fountain Crossing ASC Realty Corp., LLC
Address of Site Owner: 1585 N. Barrington Road, Bldg 2, Suite 502, Hoffman Estates, IL 60169
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.

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

Exact Legal Name: Barrington Road Surgery Center, LLC			
Address: 1585 N. Barrington Road, Bldg 2, Suite 502			
☐	Non-profit Corporation	☐	Partnership
☐	For-profit Corporation	☐	Governmental
☒	Limited Liability Company	☐	Sole Proprietorship
☐		☐	Other
○ Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. ○ Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. ○ Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.			
APPEND DOCUMENTATION AS ATTACHMENT 3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

Organizational Relationships

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

Flood Plain Requirements [Refer to application instructions]

Provide documentation that the project complies with the requirements of Illinois Executive Order #2006-5 pertaining to construction activities in special flood hazard areas. As part of the flood plain requirements, please provide a map of the proposed project location showing any identified floodplain areas. Floodplain maps can be printed at www.FEMA.gov or www.illinoisfloodmaps.org. **This map must be in a readable format.** In addition, please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2006-5 (<http://www.hfsrb.illinois.gov>). **NOTE: A SPECIAL FLOOD HAZARD AREA AND 500-YEAR FLOODPLAIN DETERMINATION FORM has been added at the conclusion of this Application for Permit that must be completed to deem a project complete.**

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

Historic Resources Preservation Act Requirements [Refer to application instructions]

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

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

DESCRIPTION OF PROJECT**1. Project Classification**

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

Part 1110 Classification :

☒ Substantive

☐ Non-substantive

2. Narrative Description

In the space below, provide a brief narrative description of the project. Explain **WHAT** is to be done in **State Board defined terms, NOT WHY** it is being done. If the project site does NOT have a street address, include a legal description of the site. Include the rationale regarding the project's classification as substantive or non-substantive.

Barrington Road Surgery Center, LLC ("Applicant"), located at 1585 N. Barrington Road, Bldg 2, Suite 502, Hoffman Estates, Illinois 60169. The Applicant seeks to operate a single specialty ambulatory surgical treatment center ("ASTC") and will perform Ophthalmological surgical procedures.

This project is classified as substantive, in that it involves the establishment of an ASTC pursuant to 77 Ill. Admin. Code 1110.20(c)(1)(A)(i).

Project Costs and Sources of Funds

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

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs	-	-	-
Site Survey and Soil Investigation	\$43,584	\$19,508	\$63,092
Site Preparation	-	-	-
Off Site Work	-	-	-
New Construction Contracts	\$2,751,030	\$1,231,351	\$3,982,381
Modernization Contracts	-	-	-
Contingencies	\$225,000	\$75,000	\$300,000
Architectural/Engineering Fees	\$153,876	\$68,874	\$222,750
Consulting and Other Fees	-	-	-
Movable or Other Equipment (not in construction contracts)	\$1,000,000	\$300,000	\$1,300,000
Bond Issuance Expense (project related)	-	-	-
Net Interest Expense During Construction (project related)	-	-	-
Fair Market Value of Leased Space or Equipment	\$2,113,313	\$949,460	\$3,062,773
Other Costs to Be Capitalized	-	-	-
Acquisition of Building or Other Property (excluding land)	-	-	-
TOTAL USES OF FUNDS	\$6,286,803	\$2,644,193	\$8,930,996
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	\$723,490	\$144,733	\$868,223
Pledges	-	-	-
Gifts and Bequests	-	-	-
Bond Issues (project related)	-	-	-
Mortgages	\$3,450,000	\$1,550,000	\$5,000,000
Leases (fair market value)	\$2,113,313	\$949,460	\$3,062,773
Governmental Appropriations	-	-	-
Grants	-	-	-
Other Funds and Sources	-	-	-
TOTAL SOURCES OF FUNDS	\$6,286,803	\$2,644,193	\$8,930,996
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

Related Project Costs

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

Land acquisition is related to project ☐ Yes ☒ No
Purchase Price: NOT APPLICABLE
Fair Market Value: NOT APPLICABLE
The project involves the establishment of a new facility or a new category of service ☒ Yes ☐ No
If yes, provide the dollar amount of all non-capitalized operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100.
Estimated start-up costs and operating deficit cost is \$ <u>\$6,771,371</u>

Project Status and Completion Schedules

For facilities in which prior permits have been issued please provide the permit numbers.
Indicate the stage of the project's architectural drawings: ☐ None or not applicable ☐ Preliminary ☒ Schematics ☐ Final Working
Anticipated project completion date (refer to Part 1130.140): <u>December 31, 2027</u>
Indicate the following with respect to project expenditures or to financial commitments (refer to Part 1130.140): ☐ Purchase orders, leases or contracts pertaining to the project have been executed. ☒ Financial commitment is contingent upon permit issuance. Provide a copy of the contingent "certification of financial commitment" document, highlighting any language related to CON Contingencies ☐ Financial Commitment will occur after permit issuance.
APPEND DOCUMENTATION AS ATTACHMENT 8, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

State Agency Submittals [Section 1130.620(c)]

Are the following submittals up to date as applicable?
☐ Cancer Registry NOT APPLICABLE
☐ APORS NOT APPLICABLE
☐ All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted NOT APPLICABLE
☐ All reports regarding outstanding permits NOT APPLICABLE
Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.

Cost Space Requirements

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

Not Reviewable Space [i.e., non-clinical]: means an area for the benefit of the patients, visitors, staff, or employees of a health care facility and not directly related to the diagnosis, treatment, or rehabilitation of persons receiving services from the health care facility. "Non-clinical service areas" include, but are not limited to, chapels; gift shops; newsstands; computer systems; tunnels, walkways, and elevators; telephone systems; projects to comply with life safety codes; educational facilities; student housing; patient, employee, staff, and visitor dining areas; administration and volunteer offices; modernization of structural components (such as roof replacement and masonry work); boiler repair or replacement; vehicle maintenance and storage facilities; parking facilities; mechanical systems for heating, ventilation, and air conditioning; loading docks; and repair or replacement of carpeting, tile, wall coverings, window coverings or treatments, or furniture. Solely for the purpose of this definition, "non-clinical service area" does not include health and fitness centers. [20 ILCS 3960/3]

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
REVIEWABLE							
ASTC	\$6,286,803	-	4,618	4,618	-	-	-
Total Clinical	\$6,286,803	-	4,618	4,618	-	-	-
NON-REVIEWABLE							
Mechanical Rooms, Staff Lounge, Office Space and Waiting Room	\$2,644,193	-	2,067	2,067	-	-	-
Total Non-clinical	\$2,644,193	-	2,067	2,067	-	-	-
TOTAL	\$8,930,996	-	6,685	6,685	-	-	-
APPEND DOCUMENTATION AS <u>ATTACHMENT 9</u> , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.							

Facility Bed Capacity and Utilization – NOT APPLICABLE

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

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

CERTIFICATION

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

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

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

SIGNATURE

Jeff Nichols

PRINTED NAME

Chief Executive Officer

PRINTED TITLE

SIGNATURE

Dr. Neel S. Vaidya

PRINTED NAME

Managing Member

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 17th day of June 2026

Signature of Notary

Seal

OFFICIAL SEAL

JENNIFER ANNE COLATOS

Notary Public - State of Illinois

Commission No. 996605

My Commission Expires September 10, 2028

*Insert the EXACT legal name of the applicant

Notarization:

Subscribed and sworn to before me
this 17th day of June 2026

Signature of Notary

Seal

OFFICIAL SEAL

JENNIFER ANNE COLATOS

Notary Public - State of Illinois

Commission No. 996605

My Commission Expires September 10, 2028

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

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

1110.110(a) – Background of the Applicant

READ THE REVIEW CRITERION and provide the following required information:

BACKGROUND OF APPLICANT

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.
2. A listing of all health care facilities currently owned and/or operated in Illinois, by any corporate officers or directors, LLC members, partners, or owners of at least 5% of the proposed health care facility.
3. For the following questions, please provide information for each applicant, including corporate officers or directors, LLC members, partners, and owners of at least 5% of the proposed facility. A health care facility is considered owned or operated by every person or entity that owns, directly or indirectly, an ownership interest.
 - a. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant, directly or indirectly, during the three years prior to the filing of the application.
 - b. A certified listing of each applicant, identifying those individuals that have been cited, arrested, taken into custody, charged with, indicted, convicted, or tried for, or pled guilty to the commission of any felony or misdemeanor or violation of the law, except for minor parking violations; or the subject of any juvenile delinquency or youthful offender proceeding. Unless expunged, provide details about the conviction, and submit any police or court records regarding any matters disclosed.
 - c. A certified and detailed listing of each applicant or person charged with fraudulent conduct or any act involving moral turpitude.
 - d. A certified listing of each applicant with one or more unsatisfied judgements against him or her.
 - e. A certified and detailed listing of each applicant who is in default in the performance or discharge of any duty or obligation imposed by a judgment, decree, order or directive of any court or governmental agency.
4. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**
5. If, during a given calendar year, an applicant submits more than one application for permit, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest that the information was previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant can submit amendments to previously submitted information, as needed, to update and/or clarify data.

APPEND DOCUMENTATION AS ATTACHMENT 11, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-4) MUST BE IDENTIFIED IN ATTACHMENT 11.

Criterion 1110.110(b) & (d)

PURPOSE OF PROJECT

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

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

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

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

ALTERNATIVES

1. Identify **ALL** the alternatives to the proposed project:

Alternative options **must** include:

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

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

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

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

READ THE REVIEW CRITERION and provide the following information:

SIZE OF PROJECT:

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

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

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?
ASTC (2 Operating Rooms)	4,618 GSF	2,750 GSF per room	-882 GSF	YES

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

PROJECT SERVICES UTILIZATION:

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

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

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

UTILIZATION					
	DEPARTMENT / SERVICE	HISTORICAL UTILIZATION (PATIENT DAYS) (TREATMENTS) ETC.	PROJECTED UTILIZATION	STATE STANDARD	MEET STANDARD?
YEAR 1	ASTC (Ophthalmology)	2,806 Procedures	1,858 Hours	>1,500 Hours	Yes
YEAR 2	ASTC (Ophthalmology)	2,806 Procedures	1,913 Hours	>1,500 Hours	Yes

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

UNFINISHED OR SHELL SPACE:

Provide the following information:

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

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

ASSURANCES:

Submit the following:

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

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

G. Non-Hospital Based Ambulatory Surgery

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

ASTC Service
☐ Cardiovascular
☐ Colon and Rectal Surgery
☐ Dermatology
☐ General Dentistry
☐ General Surgery
☐ Gastroenterology
☐ Neurological Surgery
☐ Nuclear Medicine
☐ Obstetrics/Gynecology
☒ Ophthalmology
☐ Oral/Maxillofacial Surgery
☐ Orthopedic Surgery
☐ Otolaryngology
☐ Pain Management
☐ Physical Medicine and Rehabilitation
☐ Plastic Surgery
☐ Podiatric Surgery
☐ Radiology
☐ Thoracic Surgery
☐ Urology
☐ Other _____

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

APPLICABLE REVIEW CRITERIA	Establish New ASTC or Service	Expand Existing Service
1110.235(c)(2)(B) – Service to GSA Residents	X	X
1110.235(c)(3) – Service Demand – Establishment of an ASTC or Additional ASTC Service	X	
1110.235(c)(4) – Service Demand – Expansion of Existing ASTC Service		X
1110.235(c)(5) – Treatment Room Need Assessment	X	X
1110.235(c)(6) – Service Accessibility	X	
1110.235(c)(7)(A) – Unnecessary Duplication/Maldistribution	X	
1110.235(c)(7)(B) – Maldistribution	X	
1110.235(c)(7)(C) – Impact to Area Providers	X	
1110.235(c)(8) – Staffing	X	X
1110.235(c)(9) – Charge Commitment	X	X
1110.235(c)(10) – Assurances	X	X
APPEND DOCUMENTATION AS <u>ATTACHMENT 25</u> , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.		

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

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

SECTION VII. 1120.120 - AVAILABILITY OF FUNDS

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

<u>\$868,223</u>	a) Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to: 1) the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and 2) interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion.
_____	b) Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated timetable of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.
_____	c) Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated timetable of receipts.
<u>\$8,062,773</u>	d) Debt – a statement of the estimated terms and conditions (including the debt time, variable or permanent interest rates over the debt time, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including: 1) For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated. 2) For revenue bonds, proof of the feasibility of securing the specified amount and interest rate. 3) For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc. 4) For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment. 5) For any option to lease, a copy of the option, including all terms and conditions.
_____	e) Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent.
_____	f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt.
_____	g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.
<u>\$8,930,996</u>	TOTAL FUNDS AVAILABLE
APPEND DOCUMENTATION AS ATTACHMENT 34, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

SECTION VIII. 1120.130 - FINANCIAL VIABILITY

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

Financial Viability Waiver

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

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

See Section 1120.130 Financial Waiver for information to be provided

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

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

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

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

Variance

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

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

SECTION IX. 1120.140 - ECONOMIC FEASIBILITY

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

A. Reasonableness of Financing Arrangements

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

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

B. Conditions of Debt Financing

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

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

C. Reasonableness of Project and Related Costs

Read the criterion and provide the following:

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

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (List below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Sq. Ft. New	Mod.	Gross Sq. Ft. New	Circ.*	Gross Sq. Ft. Mod.	Circ.*	Const. \$ (A x C)	Mod. \$ (B x E)	
Ophthalmology	\$411.52	-	6,685	-	-	-	\$2,751,030	-	\$2,751,030
Contingency	\$33.66	-	6,685	-	-	-	\$225,000	-	\$225,000
TOTALS	\$445.18	-	6,685	-	-	-	\$2,976,030	-	\$2,976,030
* Include the percentage (%) of space for circulation									

D. Projected Operating Costs

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

E. Total Effect of the Project on Capital Costs

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

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

SECTION X. SAFETY NET IMPACT STATEMENT – NOT APPLICABLE

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

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

Safety Net Impact Statements shall also include all the following:

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

A table in the following format must be provided as part of Attachment 37.

Safety Net Information per PA 96-0031			
CHARITY CARE			
Charity (# of patients)	2020	2021	2022
Inpatient	-	-	-
Outpatient	-	-	-
Total	-	-	-
Charity (cost in dollars)			
Inpatient	-	-	-
Outpatient	-	-	-
Total	-	-	-
MEDICAID			
Medicaid (# of patients)	2020	2021	2022
Inpatient	-	-	-
Outpatient	-	-	-
Total	-	-	-
Medicaid (revenue)			
Inpatient	-	-	-
Outpatient	-	-	-
Total	-	-	-

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

SECTION X. CHARITY CARE INFORMATION – NOT APPLICABLE

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

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

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

A table in the following format must be provided for all facilities as part of Attachment 39.

CHARITY CARE			
	2020	2021	2022
Net Patient Revenue	-	-	-
Amount of Charity Care	-	-	-
Cost of Charity Care	-	-	-

APPEND DOCUMENTATION AS ATTACHMENT 39, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION XI SPECIAL FLOOD HAZARD AREA AND 500-YEAR FLOODPLAIN DETERMINATION FORM

In accordance with Executive Order 2006-5 (EO 5), the Health Facilities & Services Review Board (HFSRB) must determine if the site of the CRITICAL FACILITY, as defined in EO 5, is in a mapped floodplain (Special Flood Hazard Area) or a 500-year floodplain. All state agencies are required to ensure that before a permit, grant or a development is planned or promoted, the proposed project meets the requirements of the Executive Order, including compliance with the National Flood Insurance Program (NFIP) and state floodplain regulation.

1. Applicant: Barrington Road Surgery Center, LLC 1585 N. Barrington Road, Bldg 2, Suite 502
(Name) (Address)

Hoffman Estates Illinois 60169 (630) 546-2523
(City) (State) (ZIP Code) (Telephone Number)

2. Project Location: 1585 N. Barrington Road, Bldg 2, Suite 502 Hoffman Estates Illinois
(Address) (City) (State)

Cook Schaumburg
(County) (Township) (Section)

3. You can create a small map of your site showing the FEMA floodplain mapping using the FEMA Map Service Center website (<https://msc.fema.gov/portal/home>) by entering the address for the property in the Search bar. If a map, like that shown on page 2 is shown, select the **Go to NFHL Viewer** tab above the map.

You can print a copy of the floodplain map by selecting the  icon in the top corner of the page. Select the pin tool icon  and place a pin on your site. Print a FIRMETTE size image.

If there is no digital floodplain map available select the **View/Print FIRM** icon above the aerial photo. You will then need to use the Zoom tools provided to locate the property on the map and use the **Make a FIRMette** tool to create a pdf of the floodplain map.

IS THE PROJECT SITE LOCATED IN A SPECIAL FLOOD HAZARD AREA: Yes ___ No X

IS THE PROJECT SITE LOCATED IN THE 500-YEAR FLOOD PLAIN? Yes ___ No X

If you are unable to determine if the site is in the mapped floodplain or 500-year floodplain, contact the county or the local community building or planning department for assistance.

If the determination is being made by a local official, please complete the following:

FIRM Panel Number: _____ Effective Date: _____

Name of Official: _____ Title: _____

Business/Agency: _____ Address: _____

(City) (State) (ZIP Code) (Telephone Number)

Signature: _____ Date: _____

NOTE: This finding only means that the property in question is or is not in a Special Flood Hazard Area or a 500-year floodplain as designated on the map noted above. It does not constitute a guarantee that the property will or will not be flooded or be subject to local drainage problems.

If you need additional help, contact the Illinois Statewide Floodplain Program at 217/782-4428

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

INDEX OF ATTACHMENTS		
ATTACHMENT NO.		PAGES
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2.	Site Ownership	25-49
3.	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	50-51
4.	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	52
5.	Flood Plain Requirements	53-54
6.	Historic Preservation Act Requirements	55-60
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12.	Purpose of the Project	67-69
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15.	Project Service Utilization	73-74
16.	Unfinished or Shell Space	75
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Service Specific:		
18.	Master Design and Related Projects	n/a
19.	Medical Surgical Pediatrics, Obstetrics, ICU	n/a
20.	Comprehensive Physical Rehabilitation	n/a
21.	Acute Mental Illness	n/a
22.	Open Heart Surgery	n/a
23.	Cardiac Catheterization	n/a
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Financial and Economic Feasibility:		
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ATTACHMENT 1

Type of Ownership of Applicant

Included with this attachment is:

1. The Articles of Organization for the applicant, Barrington Road Surgery Center, LLC.

ATTACHMENT 1
Articles of Organization
Barrington Road Surgery Center, LLC

Form LLC-5.5	Illinois Limited Liability Company Act Articles of Organization	FILE # 17503669
Secretary of State Alexi Giannoulias Department of Business Services Limited Liability Division www.ilsos.gov	Filing Fee: \$150 Approved By: <u>MXB</u>	FILED FEB 20 2026 Alexi Giannoulias Secretary of State

1. Limited Liability Company Name: BARRINGTON ROAD SURGERY CENTER, LLC
2. Address of Principal Place of Business where records of the company will be kept:
1585 N BARRINGTON ROAD, BLDG 2, SUITE 502
HOFFMAN ESTATES, IL 60169
3. The Limited Liability Company has one or more members on the filing date.
4. Registered Agent's Name and Registered Office Address:
C T CORPORATION SYSTEM
208 S LA SALLE ST STE 814
CHICAGO, IL 60604-1135
5. Purpose for which the Limited Liability Company is organized:
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."
6. The LLC is to have perpetual existence.
7. Name and business addresses of all the managers and any member having the authority of manager:
SYT SURGICAL
1585 N BARRINGTON ROAD, BLDG 2, STE 502
HOFFMAN ESTATES, IL 60169

8. **Name and Address of Organizer**
I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: FEBRUARY 20, 2026 JEFF NICHOLS
1585 N. BARRINGTON ROAD, BLDG 2, SUITE 502
HOFFMAN ESTATES, IL 60169

This document was generated electronically at www.ilsos.gov

ATTACHMENT 2

Site Ownership

Attached as evidence of control over the site is a Letter of Intent for purchase of the property by some of the individual physicians associated with the project and a draft of the proposed lease for the property between that Property Company and the proposed facility licensee.

ATTACHMENT 2

Site Ownership

Docusign Envelope ID: 31BD1E89-9B60-4ADB-B148-4E41CF6B85B8



February 3, 2026
Mr. Jeff Nichols
Managing Partner
CCC Realty Holdings LLC
Re: Offer to Purchase
1.17 Acre Pad
Fountain Crossing-Lot 3
Barrington Road
Hoffman Estates, IL

Dear Jeff,

This letter of intent ("Letter of Intent") will summarize our discussions to date concerning the desire of Heartland Bank ("Seller") to sell the above referenced property to SYT Surgical, LLC or assigns ("Purchaser"). Purchaser is interested in purchasing the property described below from Seller on the following terms and conditions:

Property:	1.17 Acres of Vacant Improved Pad
Purchasers:	SYT Surgical
Proposed Use:	Surgical Center
Purchase Price:	\$764,478 (\$15 PSF)
Earnest Money Deposit:	Twenty-Five Thousand and 00/100 Dollar (\$25,000) Earnest Money will be deposited with Escrow Agent within five (5) business days following the creation of the Joint Order Escrow.
Purchase and Sale Agreement:	The terms and conditions of the proposed transaction will be governed by a definitive agreement ("Purchase Agreement") to be negotiated by the Purchaser and the Seller. The Purchase Agreement, Prepared by Seller's Attorney) will contain the following provisions, among others, and all the obligations of the Seller and Purchaser under the Purchase Agreement shall be contingent upon the following conditions, any, or all of which may be waived by Purchaser: 1. <u>Inspection Period.</u> Purchaser will have a due diligence period of Ninety (90) calendar days after the fully executed PSA is delivered via email. Seller shall deliver all copies of all documents in Seller's possession applicable to the condition of the Property, including, but not limited to, available documents related to any intangible property and correspondence and reports relating to the environmental or geotechnical condition of the Property, which

ATTACHMENT 2 Site Ownership

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	and tests, as Purchaser shall deem appropriate. Purchaser must be satisfied, in its sole discretion, with the results of all of its inspections and investigations of the Property including but not limited to economic, structural, environmental, and zoning investigations.
Contingencies:	1. <u>Utilities.</u> All necessary public utilities including water, gas, electricity, sanitary sewers, and drainage are immediately on or contiguous to the Property for connection by Purchaser at a reasonable expense. 2. <u>Easements.</u> There exist easements for (i) vehicular parking and vehicular and pedestrian ingress and egress; (ii) installation, maintenance and operation of water, gas, power, and other utility lines; (iii) incinerator or trash purposes; (iv) loading and unloading supplies, all of which are satisfactory to Purchaser. 3. <u>Environmental Inspection.</u> 4. <u>SYT Surgical receiving their Certificate of Need from the State of Illinois.</u> 5. <u>Zoning approval with Hoffman Estates for a Medical/ASC</u>
Title and Survey:	1. At Seller's expense, Purchaser shall obtain through Escrow Agent preliminary title documentation and extended coverage title insurance. Within the Inspection Period (as hereinafter defined), not less than 30 days before expiration of Inspection Period a preliminary title report or binder (herein the "Binder") shall be issued giving the current condition of title to the Property, together with copies of all instruments necessary to fully explain the scope and effect of any matters listed as exceptions in the Binder. 2. Seller shall provide a current ALTA survey reflecting all improvements, easements, restrictions, rights of ways, and reservations of record (herein the "Survey"), acceptable to Title Company for extended coverage title insurance, and a report by a surveyor acceptable to Buyer locating and describing the Property, showing all boundaries and corners of the Property properly and securely marked by pins, and certifying as to encroachments.
Extension:	One-60 day extension. in earnest money to be deposited. Once exercised any and all earnest money will become applicable to purchase but non-refundable.

LEE & ASSOCIATES OF ILLINOIS, LLC.
 O 773-355-3000 F 847-233-0068
 9450 W. Bryn Mawr Avenue, Suite 550 | Rosemont, IL 60018
www.lee-associates.com



ATTACHMENT 2

Site Ownership

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Closing Period:	Closing shall be on or before 60 (Sixty) calendar days from full execution of the PSA and satisfaction of all contingencies and end of the Inspection Period.
Prorations:	Property taxes shall be prorated as of the Closing Date. The Purchase Price will be adjusted to reflect the above Proration's. To be defined in PSA.
Brokerage:	Rick Scardino of Lee & Associates is representing the Purchaser and Ken Franzese and John Cassidy also of Lee & Associates, the Seller.
Confidentiality:	Each party shall maintain all information, whether previously or subsequently disclosed, in this Letter of Intent, the purchase agreement, or during any negotiations thereof, in confidence and shall not disclose same to any third party, media source, or agency without prior consent of the other party.

This letter is only an expression of the Purchaser's offer to purchase; it is expressly understood that this letter extends no liability or obligation to purchase. Seller at its sole discretion shall select a Purchaser. Any legal obligations between the parties shall be those set forth in a mutually executed formal Agreement. Upon Seller's acceptance of this proposal, Seller shall not solicit or accept any offers nor engage in any discussions concerning the sale of the property other than the transaction contemplated by this letter for a period of 30 days. It is understood that both parties will use best efforts to enter in an Agreement.

[signatures on following pages]

Sincerely,



Rick Scardino
Principal
Lee & Associates
rscardino@lee-associates.com
773.355.3040

LEE & ASSOCIATES OF ILLINOIS, LLC.
O 773-355-3000 F 847-233-0068
9450 W. Bryn Mawr Avenue, Suite 550 | Rosemont, IL 60018
www.lee-associates.com



ATTACHMENT 2 Site Ownership

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Seller: _____

AGREED AND ACCEPTED
THIS _____ DAY OF _____, 2026

By: _____

Date: _____

Address: _____

Phone: _____

Purchaser: _____

AGREED AND ACCEPTED
THIS 4 DAY OF February, 2026

By: Jeff Nichols

Date: 2026-Feb-04 | 09:31 PST

Address: 806 Central Ave Highland Park, IL 60035

Phone: 1 (630) 546-2523

LEE & ASSOCIATES OF ILLINOIS, LLC.
O 773-355-3000 F 847-233-0068
9450 W. Bryn Mawr Avenue, Suite 550 | Rosemont, IL 60018
www.lee-associates.com



ATTACHMENT 2

Site Ownership

FOUNTAIN CROSSING ASC REALTY CORP, LLC LEASE AGREEMENT

THIS LEASE AGREEMENT is made as of the 1st day of _____, 2027, between FOUNTAIN CROSSING ASC REALTY CORP, LLC, c/o 1585 N Barrington Rd Bldg 2 Suite 502, Hoffman Estates, IL 60169 ("Landlord"), and that certain tenant identified in the Introductory Article immediately following ("Tenant") of that certain space described herein as the "Premises" in the building located at FOUNTAIN CROSSING - LOT 3 BARRINGTON ROAD, HOFFMAN ESTATES, ILLINOIS 60169. For purposes of this Lease, the building in which the Premises are located is referred to as the "Building" and the entire complex of buildings, parking facilities, grounds, and other structures now existing or hereafter constructed are herein referred to as the "Office Park."

In consideration of the covenants and agreements hereafter set forth, the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the premises described herein on the terms and conditions contained in the following Lease (the "Lease"):

INTRODUCTORY ARTICLE: BASIC LEASE PROVISIONS

The provisions of this Introductory Article are intended to be in outline form and are addressed in detail in other Articles of this Lease. In the event of any disagreement, the most restrictive Article shall prevail.

TENANT'S NAME: Barrington Road Surgery Center, LLC

TENANT'S PRESENT ADDRESS: FOUNTAIN CROSSING - LOT 3
BARRINGTON ROAD, HOFFMAN
ESTATES, ILLINOIS _____

LEASE TERM: (See Article 1) twenty years _____

COMMENCEMENT DATE: (See Article 1) July 1, 2025 _____

TERMINATION DATE: (See Article 1) July 1, 2045 _____

LEASED PREMISES: Approximately 6679 square feet
of space commonly known as Building
FOUNTAIN CROSSING - LOT 3
BARRINGTON ROAD, HOFFMAN
ESTATES, ILLINOIS _____
(the "Premises," as depicted on Exhibit "A")

PERMITTED USE: (See Article 5) Ambulatory Surgery
Center- (ASC) _____

BASE RENT: (See Article 3)

<u>Time Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
--------------------	-------------------------	--------------------------

ATTACHMENT 2

Site Ownership

Months 1 through 12 : \$ 267,160 \$ 22,264.

Months 13 through 24 : \$ 275,183 \$ 22,931.00

Months 25 through 240 : 3% Rent Escalator Yearly for the next 18 years.

SECURITY DEPOSIT:

(See Article 21) \$ 0
(payable as set forth herein).

TENANT'S PROPORTIONATE SHARE:

100 %

GUARANTOR(S):

(See Article 21) _____
Barrington Road Surgery Center, LLC

BROKER(S):

(See Article 22) _____ None _____

ATTACHMENT 2

Site Ownership

1. **TERM.** The term of this Lease shall be for that period of time set forth in the Introductory Article as the “*Lease Term*,” and it shall commence on the date set forth in the Introductory Article as the “*Commencement Date*” and shall terminate upon the date set forth in the Introductory Article as the “*Termination Date*” (unless sooner terminated or extended as hereinafter provided).

2. **POSSESSION.** Landlord shall tender possession and occupancy of the Premises to Tenant on the Commencement Date. In the event the Premises shall not be completed and ready for occupancy on the Commencement Date, or in the event Landlord is unable to deliver possession on such date by reason of the holding over or retention of possession by any tenant or occupant, this Lease shall nevertheless continue in force and effect, but Rent shall abate until the Premises are ready for occupancy or until the Landlord is able to deliver possession, as the case may be, and Landlord shall have no other liability whatsoever on account hereof; provided, however, there shall be no abatement of Rent if the Premises are not ready for occupancy because of the failure to complete the installation of special equipment, fixtures or materials ordered by Tenant, or because of any delays resulting from Tenant’s failure to promptly approve plans, or resulting from changes or additions to Tenant’s plans after the initial submission thereof. Landlord’s determination shall be final and conclusive as to whether the Premises are completed and ready for occupancy. Under no circumstances shall the occurrence of any of the events described in this Article 2 be deemed to accelerate or defer the Termination Date.

3. **BASE RENT.** Tenant shall pay to Landlord at such place as Landlord may from time to time designate in writing, in coin or currency which, at the time of payment, is legal tender for private or public debts in the United States of America, rent at the annual rate (hereinafter referred to as “*Base Rent*”) set forth in the Introductory Article hereof in equal monthly installments, each in advance, on or before the first day of each and every month. If the Term commences other than on the first day of a month or ends other than on the last day of the month, the Rent for such month(s) shall be prorated. The prorated Rent for the portion of the month in which the Term commences shall be paid on the Commencement Date. Tenant also agrees to pay as a late fee to compensate Landlord for its increased administrative costs, for each and every monthly installment of Base Rent and Additional Rent (defined below) not received by Landlord when due, an amount equal to five percent (5.0%) of the delinquent payment or portion thereof.

4. **ADDITIONAL RENT.**

4.01. **Payment of Additional Rent.** In addition to paying the Base Rent specified in Article 3 hereof, Tenant shall pay as “*Additional Rent*” the amounts described herein. The Base Rent and the Additional Rent are sometimes herein collectively referred to as the “*Rent*”. All Additional Rent shall be payable for the same periods and in the same manner, time and place as the Base Rent. The obligations of Tenant to pay the Additional Rent shall survive the expiration of the Term. For any partial Calendar Year, Tenant shall be obligated to pay only a pro rata share of the Additional Rent, based on the number of the days of the Term falling within such Calendar Year.

4.02. **Definitions.** As used in this Article 4, the terms:

4.02.01. “*Calendar Year*” shall mean each calendar year in which any part of the Term falls, through and including the year in which the Term expires.

4.02.02. “*Tenant’s Proportionate Share*” shall mean that percentage set forth in the Introductory Article.

4.02.03. “*Taxes*” shall mean all real estate taxes and assessments, special or otherwise, levied or assessed upon or with respect to the Building or the Office Park or portion thereof, and ad valorem taxes for any personal property used in connection therewith should the State of Illinois, or any political subdivision thereof, or any other governmental authority having jurisdiction over the Office Park: (a) impose a tax, assessment, charge or fee, or increase a then existing tax, assessment, charge or fee which

ATTACHMENT 2

Site Ownership

Landlord shall be required to pay, either by way of substitution for such real estate taxes and ad valorem personal property taxes, or in addition to such real estate taxes and ad valorem personal property taxes, or (b) impose an income or franchise tax or a tax on rents in substitution for or as a supplement to a tax levied against the Building or the Office Park and/or the personal property used in connection with the Building or the Office Park. "Taxes" shall also include all fees and costs incurred by Landlord in seeking to obtain a reduction of or a limit on the increase in any Taxes, regardless of whether any reduction or limitation is obtained.

4.02.04. "*Operating Expenses*" shall mean all expenses, costs, fees, assessments, and disbursements (other than Taxes) of every kind and nature paid or incurred by Landlord in connection with the ownership, management, operation and repair of the Building and/or the Office Park, except for: costs of alterations of any tenant's leased premises; principal or interest payments on loans secured by mortgages or trust deeds on the Office Park, or any portion thereof; costs of capital improvements [except that Operating Expenses shall include: (a) the cost, as reasonably amortized by Landlord, of any capital improvement which reduces any component cost included within Operating Expenses, and (b) the cost of any capital improvements which are necessary to keep or place the Office Park, or any part thereof in compliance with all governmental rules and regulations]; real estate brokers' leasing commissions; and any costs or expenses incurred by Landlord or on Landlord's behalf resulting from or in connection with the marketing or promotion of space in the Office Park.

4.03. Tax Amount. Tenant shall pay to Landlord as Additional Rent an amount (the "*Tax Amount*") equal to Tenant's Proportionate Share of the Taxes paid by Landlord in each Calendar Year which are attributable to the Building, and the Office Park. The Tax Amount with respect to each Calendar Year shall be paid in equal monthly installments. On or before the Commencement Date, Landlord shall deliver to Tenant an estimate of Tenant's Tax Amount for the Calendar Year in which this Lease commences. At the end of each Calendar Year thereafter during the Term, Landlord shall deliver to Tenant an estimate of Tenant's Tax Amount for the following Calendar Year; provided, however, that Landlord reserves the right to revise the Tax Amount payable by Tenant during any Calendar Year if, in Landlord's good faith discretion, Tenant's Tax Amount will be materially more or less than the amount stated in the original estimate.

As promptly as practical following the close of each Calendar Year, Landlord shall cause the actual Tax Amount for such calendar year to be computed based on Taxes paid during such Calendar Year for the Building. Landlord shall deliver to Tenant a statement of such amount and Tenant shall pay any deficiency to Landlord as shown by such statement within thirty (30) days after receipt of such statement. If the total of the estimated monthly installments paid by Tenant during any Calendar Year exceeds the actual Tax Amount due from Tenant for such Calendar Year, at Landlord's option, such excess shall be either credited against payments next due hereunder, retained to cover any deficiency in Tenant's share of Operating Expenses, or refunded by Landlord, provided Tenant is not then in default hereunder. The amount of any refund of Taxes received by Landlord shall be credited against Taxes for the year in which such refund is received. All references to Taxes "for" a particular year shall be deemed to refer to Taxes paid during such year without regard to the period for which such Taxes are assessed or levied.

4.04. Operating Expenses. Tenant shall pay to Landlord Tenant's Proportionate Share of the Operating Expenses for the entire Term of this Lease as provided herein. On or before the Commencement Date, Landlord shall deliver to Tenant an estimate of the Operating Expenses for the Calendar Year in which this Lease commences. At the end of each Calendar Year thereafter during the Term of this Lease, Landlord shall deliver to Tenant an estimate of the Operating Expenses for the following Calendar Year. Tenant shall pay to Landlord on the commencement of the Term of this Lease, and on the first day of each month during the Term of this Lease, an amount equal to Tenant's Proportionate Share multiplied by the average monthly Operating Expenses for such year as estimated by Landlord.

Following the end of each Calendar Year, Landlord shall deliver to Tenant a statement of the Operating Expenses for such Calendar Year. If the amount of Tenant's Proportionate Share for such year exceeds the

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amount paid by Tenant to Landlord with respect to Operating Expenses for such year, Tenant shall pay such excess to Landlord within thirty (30) days of delivery to Tenant of the statement of the Operating Expenses for such year. If the amount paid by Tenant to Landlord with respect to Operating Expenses for such year exceeds the amount of Tenant's proportionate share thereof as aforesaid, such excess shall be credited against the amounts due from Tenant thereafter pursuant to this subsection, or retained to cover any deficiency in Tenant's share of Taxes, or, if this Lease has terminated, such excess shall be credited against any amounts which Tenant owes Landlord pursuant to other provisions of this Lease. If all amounts which Tenant owes to Landlord hereunder have been paid, Landlord shall promptly pay such excess to Tenant.

4.05. Delay in Adjustments. Any delay by Landlord delivering any estimate or statement pursuant to this paragraph shall not relieve Tenant of its obligations pursuant to this paragraph. Until Tenant's receipt of such statement or estimate for any year, Tenant shall pay the same Operating Expense amount as Tenant paid for the previous period.

5. PREMISES.

5.01. Use of Premises. Tenant shall use and occupy the Premises for the business and enterprise set forth in the Introductory Article hereof, and reasonably related and compatible uses, and no other use without Landlord's prior written consent.

5.02. Parking. The Office Park's parking facilities have been created for the exclusive use of all owners, tenants, and occupants at the Office Park, and their respective employees, agents, and business invitees. No parking in the Office Park is specifically allocated to the Building, but Tenant agrees that to the extent possible it will utilize the parking facilities closest to its Building. Tenant, for itself, its employees, agents, business invitees and any other persons who utilize said parking facilities, hereby acknowledges that all vehicles parked, and all personal property contained therein, shall be parked at the sole risk of Tenant (or other owner), and Tenant waives all liability against Landlord with respect to same.

5.03. Common Areas. Maintenance of the common areas of the Office Park shall be provided by the association of Building owners, the cost of which maintenance shall be charged proportionately to the Building Owners. The apportioned cost of such maintenance of the common areas of the Office Park shall be deemed to be an element of Additional Rent hereunder. Except as provided elsewhere in this Lease, Landlord shall not be liable for any loss or damage to Tenant or Tenant's employees or their respective property or business, and Tenant shall not be entitled to any abatement or reduction of rent as a result of the failure of such association to provide maintenance of common areas of the Office Park.

5.04. Waiver. Except as provided elsewhere in this Lease, Landlord shall not be liable for any loss or damage to Tenant or Tenant's employees or their respective property or business, and Tenant shall not be entitled to any abatement or reduction of rent as a result of Landlord's failure to provide access, utilities or services that Landlord is required to provide hereunder, when such failure is due to Force Majeure or any other cause beyond Landlord's reasonable control.

6. CONDITION OF PREMISES. The Tenant's taking possession of any portion of the Premises shall be conclusive evidence that the Premises were in good order and satisfactory condition when the Tenant took possession. No promise of the Landlord to alter, remodel or improve the Premises or the Building or the Office Park and no representation by Landlord or its agents respecting the condition of the Premises or the Building have been made to Tenant or relied upon by Tenant other than as may be contained in this Lease or in any written amendment hereto signed by Landlord and Tenant.

7. REPAIRS. Tenant will, at Tenant's own expense, keep the Premises in good order, repair and condition at all times during the Term, and Tenant shall promptly and adequately repair all damage to the Premises, and replace or repair all damaged or broken fixtures and appurtenances, and such replacement or repair shall be under the supervision and subject to the approval of the Landlord and within any reasonable period of

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time specified by the Landlord. If Tenant does not do so, Landlord may, but need not, make such repairs and replacements, and Tenant shall pay Landlord the cost thereof, including fifteen percent of the cost thereof (which shall include Landlord's overhead and general conditions) upon Landlord's statement for same. Landlord may, but shall not be required to, enter the Premises at all reasonable times to make such repairs, alterations, improvements, and additions to the Premises or to the Building or to any equipment located in the Building as Landlord deems necessary or as Landlord may be required to do by governmental authority or court order or decree.

For purposes of this Article, the Premises shall mean all that space within the demising walls thereof and the exterior walls as shown on Exhibit A, and shall extend to and include all exposed surfaces, and the finishes on the interior of the space, specifically including floor coverings, ceiling tiles and grids, interior lighting and light fixtures, windows, doors, heating, ventilating and air conditioning systems, electrical systems and plumbing systems and any Tenant installed systems or wiring which penetrate into the demising walls or ceiling. For purposes of the Tenant's repair and maintenance responsibilities, the Premises shall not be deemed to include the Building's exterior lighting, roof, parking facilities, or landscaping. If due to the fault, negligence or intentional act of Tenant, its employees, agents, business invitees, or vendors, any damage is done to any portion of the Building or Office Park other than the Premises, Landlord reserves the right to repair same and to assess the cost of same to Tenant. Tenant agrees to pay Landlord forthwith upon being billed by Landlord for same.

8. ADDITIONS AND ALTERATIONS.

8.01. Consent Required. Tenant shall not, without the prior written consent of Landlord, make any alterations, improvements or additions to the Premises. Landlord's refusal to give said consent shall be conclusive. If Landlord consents to said alterations, improvements or additions, it may impose such conditions with respect thereto as Landlord deems appropriate, including, without limitation, requiring Tenant to agree to restore the Premises to their original condition at the Commencement Date, requiring Tenant to furnish Landlord with security for the payment of all costs to be incurred in connection with such work (in the form of cash, letter of credit, bond, or other security satisfactory to Landlord), insurance against liabilities which may arise out of such work (in amounts and coverage acceptable to Landlord), and plans and specifications plus permits necessary for such work.

8.02. Ownership. All alterations, improvements and additions to the Premises, whether temporary or permanent in character, made or paid for by Landlord or Tenant, shall, without compensation to Tenant, become Landlord's property at the termination of this Lease by lapse of time or otherwise, and shall, unless Landlord requests their removal (in which case Tenant shall remove the same as provided in Article 16), be relinquished to Landlord in good condition, ordinary wear and tear excepted.

9. COVENANT AGAINST LIENS. Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Office Park, the Building or Premises, and any and all liens and encumbrances created by Tenant shall attach to Tenant's interest only. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Office Park, the Building or Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises, and, in case of any such lien attaching, Tenant covenants and agrees to cause it to be immediately released and removed of record. In the event that such lien is not immediately released and removed, Landlord, at its sole option, may take all action necessary to release and remove such lien (without any duty to investigate the validity thereof) and Tenant shall promptly, upon notice, reimburse Landlord for all sums, costs and expenses (including reasonable attorneys' fees) incurred by Landlord in connection with such lien.

10. INSURANCE.

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10.01. Tenant's Insurance Obligations. Tenant, at all times during the Term and during any early occupancy period, at Tenant's sole cost and expense, will maintain the insurance this Section describes. Landlord's establishment of minimum insurance requirements is not a representation by Landlord that such limits are sufficient and does not limit Tenant's liability under this Lease in any manner.

- (a) Liability Insurance. Commercial general liability insurance (providing coverage at least as broad as the current ISO form) with respect to the Premises and Tenant's activities in the Premises and upon and about the Building, on an occurrence basis, with minimum limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. Such insurance must include specific coverage provisions or endorsements: (i) for broad form contractual liability insurance insuring Tenant's obligations under this Lease; (ii) naming Landlord, its beneficiary, lender(s) and property manager ("*Landlord Parties*") as additional insureds by an "Additional Insured - Managers or Lessors of Premises" endorsement (or equivalent coverage or endorsement); (iii) waiving the insurer's subrogation rights against Landlord Parties; (iv) providing Landlord with at least 30 days prior notice of modification, cancellation or expiration; and (e) expressly stating that Tenant's insurance will be provided on a primary basis and will not contribute with any insurance Landlord maintains. If Tenant provides such liability insurance under a blanket policy, the insurance must be made specifically applicable to the Premises and this Lease on a per location basis.
- (b) Property Insurance. At Tenant's option, property insurance providing coverage at least as broad as the current ISO Special Form (all-risks) policy in an amount not less than the full insurable replacement cost of all of Tenant's trade fixtures and other personal property within the Premises and including business income insurance covering at least nine months loss of income from Tenant's business in the Premises. If Tenant provides such property insurance under a blanket policy, the insurance must include an agreed amount, no coinsurance provisions.
- (c) Other Insurance. Such other insurance as may be required by any laws from time to time or may reasonably be required by Landlord from time to time. If insurance obligations generally required of tenants in similar space in similar office buildings in the area in which the Premises is located increase or otherwise change, Landlord may likewise increase or otherwise change Tenant's insurance obligations under this Lease.
- (d) Miscellaneous Insurance Provisions. All of Tenant's insurance will be written by companies rated at least "Best A-VII" and otherwise reasonably satisfactory to Landlord. Tenant will deliver a certified copy of each policy, or other evidence of insurance satisfactory to Landlord: (i) on or before the Commencement Date (and prior to any earlier occupancy by Tenant), (ii) not later than 30 days prior to the expiration of any current policy or certificate, and (iii) at such other times as Landlord may reasonably request. If Landlord allows Tenant to provide evidence of insurance by certificate, Tenant will deliver an ACORD Form 27 certificate and will attach or cause to be attached to the certificate copies of the endorsements this Section requires (including specifically, but without limitation, the additional insured endorsement). Tenant's insurance must permit releases of liability and provide for waiver of subrogation as provided in (e).
- (e) Tenant's Waiver and Release of Claims and Subrogation. To the extent not prohibited by the law, Tenant, on behalf of Tenant and its insurers, waives, releases and discharges the Landlord Parties from all claims arising out of personal injury or damage to or destruction of the Premises, Building, Office Park or Tenant's trade fixtures, other personal property or business, and any loss of use or business interruption, occasioned by any fire or other casualty or occurrence whatsoever (whether similar or dissimilar), regardless whether any such claim results from the negligence or fault of any Landlord Party or otherwise, and Tenant will look only to Tenant's insurance coverage (regardless whether Tenant maintains any such coverage) in the event of any such claim. Tenant's trade fixtures, other personal property and all other property in Tenant's care,

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custody or control, is located at the Building at Tenant's sole risk. No Landlord Party is liable for any damage to such property or for any theft, misappropriation or loss of such property. Tenant is solely responsible for providing such insurance as may be required to protect Tenant, its employees and invitees against any injury, loss, or damage to persons or property occurring in the Premises or at the Building, including, without limitation, any loss of business or profits from any casualty or other occurrence at the Building.

10.02. Landlord's Insurance Obligations. Landlord will (except for the optional coverages and endorsements described below) at all times during the Term maintain the insurance this Section 10.2 describes. All premiums and other costs and expenses Landlord incurs in connection with maintaining such insurance are Operating Expenses.

- (a) Property Insurance. Property insurance on the Building in an amount not less than the full insurable replacement cost of the Building insuring against loss or damage by fire and such other risks as are covered by the current ISO Special Form policy. Landlord, at its option, may obtain such additional coverages or endorsements as Landlord deems appropriate or necessary, including, without limitation, insurance covering foundation, grading, excavation and debris removal costs; business income and rents insurance; earthquake insurance; flood insurance; and other coverages. Landlord may maintain such insurance in whole or in part under blanket policies. Such insurance will not cover or be applicable to any property of Tenant within the Premises or otherwise located at the Building.
- (b) Liability Insurance. Commercial general liability insurance against claims for bodily injury, personal injury, and property damage occurring at the Building in such amounts as Landlord deems necessary or appropriate. Such liability insurance will protect only Landlord and, at Landlord's option, Landlord's lender and some or all of the Landlord Parties, and does not replace or supplement the liability insurance this Lease obligates Tenant to carry.
- (c) Landlord's Waiver and Release of Claims and Subrogation. To the extent not expressly prohibited by the Laws, Landlord, on behalf of Landlord and its insurers, waives, releases and discharges Tenant from all claims or demands whatsoever arising out of damage to or destruction of the Building, or loss of use of the Building, occasioned by fire or other casualty, regardless whether any such claim or demand results from the negligence or fault of Tenant, or otherwise, and Landlord will look only to Landlord's insurance coverage (regardless whether Landlord maintains any such coverage) in the event of any such claim. Notwithstanding the foregoing, Tenant will continue paying Rent without any right of abatement, to the extent Landlord does not receive rent interruption insurance proceeds, if Tenant's negligence or fault causes or contributes to any damage to the Premises or the Building. Landlord's policy or policies of property insurance will permit releases of liability and will provide for waiver of subrogation as provided in this Section.

10.03. Tenant's Indemnification of Landlord. In addition to Tenant's other indemnification obligations in this Lease, Tenant, to the fullest extent allowable under the Laws, will release, indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Parties from and against all Claims arising from: (a) any breach or default by Tenant in the performance of any of Tenant's covenants or agreements in this Lease, (b) any act, omission, negligence or misconduct of Tenant, (c) any accident, injury, occurrence or damage in, about or to the Premises, and (d) to the extent caused in whole or in part by Tenant, any accident, injury, occurrence or damage in, about or to the Building.

10.04. Tenant's Waiver. In addition to the other waivers of Tenant described in this Lease and to the extent not expressly prohibited by law, Landlord and the other Landlord Parties are not liable for, and Tenant waives, any and all Claims against Landlord and the other Landlord Parties for any damage to Tenant's trade fixtures, other personal property or business, and any loss of use or business interruption, resulting directly or

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indirectly from: (a) any existing or future condition, defect, matter or thing in the Premises or the Building, (b) any equipment or appurtenance becoming out of repair, (c) any occurrence, act or omission of any Landlord Party, any other tenant or occupant of the Building or any other person. This Section applies especially, but not exclusively, to damage caused by the flooding of basements or other subsurface areas and by refrigerators, sprinkling devices, air conditioning apparatus, water, snow, frost, ice, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors, noise or the bursting or leaking of pipes or plumbing fixtures. The waiver this Section describes applies regardless whether any such damage results from an act of God, an act or omission of other tenants or occupants of the Building or an act or omission of any other person.

10.05. Tenant's Failure to Insure. Notwithstanding any contrary language in this Lease, if Tenant fails to provide Landlord with evidence of insurance as required under Section 10.01, Landlord may assume that Tenant is not maintaining the insurance Section 10.01 requires and Landlord may, but is not obligated to, without further demand upon Tenant or notice to Tenant and without giving Tenant any cure right or waiving or releasing Tenant from any obligation contained in this Lease, obtain such insurance for Landlord's benefit. In such event, Tenant will pay to Landlord, as Additional Rent, 110% of all costs and expenses Landlord incurs obtaining such insurance. Landlord's exercise of its rights under this Section does not relieve Tenant from any default under this Lease.

11. DAMAGE OR DESTRUCTION.

11.01 Tenantable Within 180 Days. Except as provided in Section 11.03, if fire or other casualty renders the whole or any material part of the Premises untenable and Landlord determines (in Landlord's reasonable discretion) that it can make the Premises tenantable within 180 days after the date of the casualty, then Landlord will notify Tenant that Landlord will repair and restore the Building and the Premises to as near their condition prior to the casualty as is reasonably possible within the 180 day period (subject to delays caused by Tenant Delays or Force Majeure). Landlord will provide the notice within 30 days after the date of the casualty. In such case, this Lease remains in full force and effect, but, except as provided in Section 10.02(c), Rent for the period during which the Premises are untenable abate pro rata (based upon the rentable area of the untenable portion of the Premises as compared with the rentable area of the entire Premises).

11.02. Not Tenantable Within 180 Days. If fire or other casualty renders the whole or any material part of the Premises untenable and Landlord determines (in Landlord's reasonable discretion) that it cannot make the Premises tenantable within 180 days after the date of the casualty, then Landlord will so notify Tenant within 30 days after the date of the casualty and may, in such notice, terminate this Lease effective on the date of Landlord's notice. If Landlord does not terminate this Lease as provided in this section, Tenant may terminate this Lease by notifying Landlord within 30 days after the date of Landlord's notice, which termination will be effective 30 days after the date of Tenant's notice.

11.03. Building Substantially Damaged. Notwithstanding the terms and conditions of Section 11.01, if the Building is damaged or destroyed by fire or other casualty (regardless whether the Premises is affected) and either: (a) fewer than 15 months remain in the Term, or (b) the damage reduces the value of the improvements on the Building by more than 50% (as Landlord reasonably determines value before and after the casualty), then, regardless whether Landlord determines (in Landlord's reasonable discretion) that it can make the Building tenantable within 180 days after the date of the casualty, Landlord, at Landlord's option, by notifying Tenant within 30 days after the casualty, may terminate this Lease effective on the date of Landlord's notice.

11.04. Insufficient Proceeds. Notwithstanding any contrary language in this Article 11, if this Article 11 obligates Landlord to repair damage to the Premises or building caused by fire or other casualty and Landlord does not receive sufficient insurance proceeds (excluding any deficiency caused by the amount of any policy deductible) to repair all of the damage, or if Landlord's lender does not allow Landlord to use sufficient proceeds to repair all of the damage, then Landlord, at Landlord's option, by notifying Tenant within 30 days after the casualty, may terminate this Lease effective on the date of Landlord's notice.

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11.05. Landlord's Repair Obligations. If this Lease is not terminated under Sections 11.02 through 11.04 following a fire or other casualty, then Landlord will repair and restore the Premises and the Building to as near their condition prior to the fire or other casualty as is reasonably possible with all commercially reasonable diligence and speed (subject to delays caused by Tenant or Force Majeure) and, except as provided in Section 10.02(c), Rent for the period during which the Premises are untenantable will abate pro rata (based upon the rentable area of the untenantable portion of the Premises as compared with the rentable area of the entire Premises). In no event is Landlord obligated to repair or restore any alterations or Tenant's improvements that are not covered by Landlord's insurance, any special equipment or improvements installed by Tenant, any personal property, or any other property of Tenant.

11.06. Rent Apportionment Upon Termination. If either Landlord or Tenant terminates this Lease under this Article 11, Landlord will apportion Rent on a per diem basis and Tenant will pay the same to: (a) the date of the fire or other casualty if the event renders the Premises completely untenantable, or (b) if the event does not render the Premises completely untenantable, the effective date of such termination (provided that if a portion of the Premises is rendered untenantable, but the remaining portion is tenantable, then, except as provided in Section 10.02(c), Tenant's obligation to pay Rent abates pro rata [based upon the rentable area of the untenantable portion of the Premises divided by the rentable area of the entire Premises] from the date of the casualty and Tenant will pay the unabated portion of the Rent to the date of such termination).

11.07. Exclusive Casualty Remedy. The provisions of this Article are Tenant's sole and exclusive rights and remedies in the event of a casualty. To the extent permitted by law, Tenant waives the benefits of any law that provides Tenant any abatement or termination rights (by virtue of a casualty) not specifically described in this Article.

12. **CONDEMNATION.** If the whole of or any substantial part of the Premises is taken by any public authority under the power of eminent domain, or taken in any manner for any public or quasi-public use, so as to render (in Landlord's reasonable judgment) the remaining portion of the Premises unsuitable for the purposes intended hereunder, then the Term of this Lease shall cease as of the day possession shall be taken by such public authority and Landlord shall make a pro rata refund to Tenant of any prepaid Rent. All damages awarded for such taking under the power of eminent domain or any like proceedings shall belong to and be the property of Landlord, and (except as provided in the next sentence) Tenant hereby assigns to Landlord its interest, if any, in said award. Notwithstanding the foregoing, Tenant shall have the right to prove in any condemnation proceedings and to receive any separate award which may be made for damages to or condemnation of Tenant's movable trade fixtures and equipment and for moving expenses (provided that such separate award does not reduce or diminish in any fashion the award otherwise payable to Landlord); provided, however, Tenant shall in no event have any right to receive any award for its interests in this Lease or for loss of leasehold value.

In the event that fifty percent (50%) or more of the Building area or appurtenances or fifty percent (50%) or more of the value of the Building is taken by public authority under the power of eminent domain, or taken in any manner for any public or quasi-public use, or if less than 50% in either instance is taken, but such percentage taken, in Landlord's reasonable opinion, renders it economically infeasible to restore the Building or Premises to a complete architectural unit, then, at Landlord's option, by written notice to Tenant mailed within sixty (60) days from the date possession shall be taken by such public authority, Landlord may terminate this Lease effective upon a date within ninety (90) days from the date of such notice to Tenant.

Further, if the whole or any part of the Premises is taken by public authority under the power of eminent domain, or taken in any manner for any public or quasi-public use, so as to render the remaining portion of the Premises unsuitable, in Landlord's reasonable opinion, for the purposes intended hereunder, upon delivery of possession to the condemning authority pursuant to the proceedings, Tenant may, at its option, terminate this Lease as to the remainder of the Premises by written notice to Landlord. Such notice is to be given to Landlord within thirty (30) days after Tenant receives notice of the taking. Tenant shall not have the right to terminate this Lease pursuant to the preceding sentence unless (i) the business of Tenant conducted in the portion of the

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Premises taken cannot, in Tenant's reasonable judgment, be carried on with substantially the same utility and efficiency in the remainder of the Premises (or any substitute space securable by Landlord pursuant to clause (ii) hereof); and (ii) Tenant cannot secure substantially similar (in Tenant's reasonable judgment) alternate space upon the same terms and conditions as set forth in this Lease (including rental) from Landlord in the Office Park. Any notice of termination shall specify the date, no more than sixty (60) days after the giving of such notice as the date, for such termination; provided, however, that such termination date shall be accelerated in accordance with the requirements of the condemning authority.

Anything in this Article to the contrary notwithstanding, in the event of a partial condemnation of the Building or Premises and this Lease is not terminated, Landlord shall, at its sole cost and expense, restore the Building and Premises to a complete architectural unit and the Base Rent provided for herein during the period from and after the date of delivery of possession pursuant to such proceeding to the termination of this Lease shall be reduced to a sum equal to the product of the Base Rent provided for herein multiplied by a fraction, the numerator of which is the fair market rent of the Premises after such taking and after the same has been restored to a complete architectural unit, and the denominator of which is the fair market rent of the Premises prior to such taking.

13. ASSIGNMENT AND SUBLETTING. Tenant shall not, without the prior written consent of Landlord (which consent shall not unreasonably be withheld) (i) assign, convey or mortgage this Lease or any interest hereunder; (ii) suffer to occur or permit to exist any assignment of this Lease or any lien upon Tenant's interest herein, involuntarily or by operation of law; (iii) sublet the Premises or any portion thereof; or (iv) permit the use of the Premises by any parties other than Tenant and Tenant's employees. Any such action on the part of Tenant shall be void and of no effect. Landlord's consent to any assignment, subletting or transfer, or Landlord's election to accept any assignee, subtenant or transferee as Tenant hereunder and to collect rent from such assignee, subtenant or transferee, shall not release the original Tenant from any covenant or obligation under this Lease unless Landlord so agrees in writing. Landlord's consent to any assignment, subletting or transfer shall not constitute a waiver of the right of Landlord to withhold its consent to any further assignment, subletting or transfer.

14. SURRENDER OF POSSESSION. Upon the expiration of the Term or upon the termination of Tenant's right of possession, whether by lapse of time or at the option of Landlord as herein provided, Tenant shall forthwith surrender the Premises to Landlord in good order, repair and condition, ordinary wear and tear excepted, and shall, if Landlord so requires, restore the Premises to the condition existing at the beginning of the Term including the removal of any additions and alterations approved by Landlord from time to time, if requested to do so. Any interest of Tenant in the alterations, improvements, and additions to the Premises (including without limitation all carpeting or floor covering) made or paid for by Landlord or Tenant shall, without compensation to Tenant become Landlord's property at the termination of this Lease by lapse of time or otherwise, and such alterations, improvements and additions if they are to be relinquished shall be relinquished to Landlord in good condition, ordinary wear and tear excepted.

At the termination of the Term or of Tenant's right of possession, Tenant agrees to remove Tenant's office furniture, trade fixtures, office equipment and all other items of Tenant's personal property on the Premises. Tenant shall pay to Landlord, upon demand, the cost of repairing any damage to the Premises and to the Office Park caused by any such removal. If Tenant shall fail or refuse to remove any such property from the Premises, Tenant shall be conclusively presumed to have abandoned the same, and title thereto shall thereupon pass to Landlord without any cost either by set-off, credit, allowance or otherwise, and Landlord may, at its option, accept the title to such property or at Tenant's expense may (i) remove the same or any part in any manner that Landlord shall choose, repairing any damage to the Premises caused by such removal, and (ii) store, destroy or otherwise dispose of the same without incurring liability to Tenant or any other person.

15. HOLDING OVER. Tenant shall pay to Landlord an amount as Rent equal to 200% of the Rent herein provided during each month or portion thereof for which Tenant shall retain possession of the Premises or any part thereof after the termination of the Term or of Tenant's right of possession, whether by lapse of

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time or otherwise, and also shall pay all damages sustained by Landlord, whether direct or consequential, on account thereof. At the sole option of Landlord, expressed in a written notice to Tenant within the first 30 days of the holdover period, such holding over shall constitute a renewal of this Lease for a period of one year on the same terms and conditions herein contained, except the Base Rent for the one-year hold-over period shall be 125% of the Base Rent paid in the prior year. The provisions of this Article shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord at law or as provided herein.

16. TENANT'S INFORMATION. The Tenant agrees that, from time to time upon not less than (10) days prior request by Landlord, the Tenant or Tenant's duly authorized representative shall deliver to Landlord a completed Tenant's estoppel letter in customary form, it being intended that such Tenant's estoppel letter may be relied upon by any mortgagee of Landlord or by any other person, firm or entity to whom Landlord may further direct Tenant to address same. Tenant shall execute and deliver such completed estoppel letter, and in the event Tenant fails so to do within ten (10) days after demand in writing, Tenant shall be in default under this Lease.

In addition to the foregoing Tenant's Statement, Tenant agrees to provide to Landlord within ten (10) days after Landlord's written request for same, copies of Tenant's audited financial statements (being Tenant's balance sheet and profit and loss statement) for the immediately preceding fiscal quarter and fiscal year. If such information is not audited, then it shall be certified as accurate by the chief financial officer of Tenant. Landlord agrees to respect the confidentiality of such information, and shall utilize and disclose such information only in connection with a sale, exchange, or financing of the Building or the Office Park.

17. SUBORDINATION. This Lease is subject and subordinate to all present and future ground or underlying leases of the land and to the lien of any mortgages or trust deeds, now and hereafter in force, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds, unless the holders of such mortgages or trust deeds or the lessors under such ground lease or underlying leases require, in writing, that this Lease shall be superior thereto. Tenant shall, at Landlord's request execute such further instruments or assurances as Landlord may reasonably deem necessary to confirm the subordination or superiority of this Lease to any such mortgages, trust deeds, ground leases or underlying leases. Tenant hereby irrevocably authorizes Landlord to execute and deliver, in the name of Tenant, any such instrument or instruments (including the Tenant's estoppel letter described in the preceding Article) if Tenant fails to do so, provided that such authorization shall in no way relieve Tenant from the obligation of executing such instruments of subordination or superiority.

18. CERTAIN RIGHTS RESERVED BY LANDLORD. Landlord shall have the following rights, each of which Landlord may exercise without notice to Tenant and without liability to Tenant for the exercise thereof, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of rent and any other claim:

18.01. To install, affix and maintain any and all signs on the exterior of the Building or the Office Park;

18.02. To decorate or to make repairs, alterations, additions, or improvements, whether structural or otherwise, in and about the Office Park, or any part thereof, and for such purposes, to enter upon the Premises, and during the continuance of any of said work, to temporarily close doors, entryways, public space and corridors in the Building and the Office Park, and to interrupt or temporarily suspend services or use of facilities, all without affecting any of Tenant's obligations hereunder, so long as the Premises remain reasonably accessible and usable;

18.03. To furnish door keys in the Premises at the commencement of the Lease and to retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises. Tenant agrees to purchase only from Landlord additional duplicate keys as required, to change no locks, and not to affix locks on

ATTACHMENT 2

Site Ownership

doors without the prior written consent of Landlord. Notwithstanding the provisions for Landlord's access to Premises, Tenant relieves and releases the Landlord of all responsibility for theft, robbery and pilferage. Upon the expiration of the Term or of Lessee's right to possession, Tenant shall return all keys to Landlord and shall disclose to Landlord the combination of any safes, cabinets or vaults left in the Premises;

18.04. To approve the weight, size and location of safes, vaults, filing systems, and other heavy equipment and articles in and about the Premises and the Building, and to require all such items and furniture and similar items to be moved into or out of the Building and Premises only at such times and in such manner as Landlord shall direct. Tenant shall not install or operate machinery or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises without the prior written consent of Landlord. Movements of Tenant's property into or out of the Building and within the Building are entirely at the risk and responsibility of Tenant;

18.05. To show the Premises to prospective purchasers of the Building or to prospective lender at any time during the Term at reasonable hours, to show the Premises to prospective tenants at reasonable hours during the last twelve months of the Term, and, if vacated or abandoned, to show the Premises at any time and to prepare the Premises for re-occupancy;

18.06. To erect, use and maintain pipes, ducts, wiring and conduits, and appurtenances thereto, in and through the Premises at reasonable locations; and

18.07. To enter the Premises at any reasonable time upon reasonable notice to Tenant to inspect the Premises.

18.08. To prescribe rules and regulations from time to time for the use, entry, operation and management of the Office Park, each of which rules and regulations and any amendments thereto shall be deemed a part of this Lease. Tenant shall comply with all such rules and regulations provided, however, that such rules and regulations shall not contradict or abrogate any right or privilege herein expressly granted to Tenant.

19. DEFAULT; LANDLORD'S REMEDIES.

19.01. Default. Any one or more of the following shall be deemed to be an "*Event of Default*" hereunder: (a) if default shall be made in the payment of Rent, or any installment thereof; or (b) if default shall be made in the payment of any other sum required to be paid by Tenant under this Lease, or under the terms of any other agreement between Landlord and Tenant, and such default shall continue for five (5) days after written notice to Tenant; or (c) if default shall be made in the observance or performance of any of the other covenants or conditions in this Lease which Tenant is required to observe and perform, and such default shall continue for ten (10) days after written notice to Tenant; or (d) if a default involves a hazardous condition and is not cured by Tenant immediately upon written notice to Tenant; or (e) if the interest of Tenant in this Lease shall be levied on under execution or other legal process; or (f) if any voluntary petition in Bankruptcy or for corporate reorganization or any similar relief shall be filed by Tenant; or (g) if any involuntary petition in bankruptcy shall be filed against Tenant under any federal or state bankruptcy or insolvency laws and shall not have been dismissed within sixty (60) days from the filing thereof; or (h) if a receiver shall be appointed for Tenant or any of the property of Tenant by any court and such receiver shall not have been dismissed within sixty (60) days from the date of appointment; or (i) if Tenant shall make an assignment for the benefit of creditors; or (j) if Tenant shall admit in writing Tenant's inability to meet Tenant's debts as they mature; or (k) if Tenant shall repeatedly default in the timely payment of Rent or any other charges required to be paid, or shall repeatedly default in keeping, observing or performing any other covenant, agreement, condition or provision of this Lease, whether or not Tenant shall timely cure any such payment or other default (for the purposes of this subsection, the occurrence of similar defaults three times during any twelve month period shall constitute a repeated default). The occurrence of any one or more of the foregoing Events of Default shall be a breach of this Lease.

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19.02. Remedies. Upon the occurrence of an Event of Default hereunder, at Landlord's sole option, it may, with or without notice or demand of any kind to Tenant or any other person, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

(a) Landlord may terminate this Lease and the Term created hereby, in which event Landlord may forthwith repossess the Premises and be entitled to recover forthwith, in addition to any other sums or damages for which Tenant may be liable to Landlord, as damages a sum of money equal to the excess of the value of the Rent provided to be paid by Tenant for the balance of the Term over the fair market rental value of the Premises, after deduction of all anticipated expenses of reletting, for said period. Should the fair market rental value of the Premises, after deduction of all anticipated expenses of reletting, for the balance of the Term, exceed the value of the Rent provided to be paid by Tenant for the balance of the Term, Landlord shall have no obligation to pay to Tenant the excess or any part thereof or to credit such excess or any part thereof against any other sums or damages for which Tenant may be liable to Landlord.

(b) Landlord may terminate Tenant's right of possession and may repossess the Premises by forcible entry and detainer suit, by taking peaceful possession, or other appropriate legal proceedings, without terminating this Lease, in which event Landlord may, but shall be under no obligation to, relet the same for the account of Tenant, for such rent and upon such terms as shall be satisfactory to Landlord. For the purpose of such reletting, Landlord is authorized to decorate, repair, equip, remodel or alter the Premises to the current market standard. If Landlord shall fail to relet the Premises, Tenant shall pay to Landlord as damages a sum equal to the amount of the Rent reserved in this Lease for the balance of the Term. If the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the costs and expenses of all decoration, repairs, remodeling, alterations and additions and the expenses of such reletting and of the collection of the rent accruing therefrom to satisfy the Rent provided for in this Lease, Tenant shall satisfy and pay the same upon demand therefor from time to time. Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Article from time to time and that no suit or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.

20. EXPENSES OF ENFORCEMENT. In the event of litigation of any dispute or controversy arising from, in, under or concerning this Lease and any amendment hereof, including without limiting the generality of the foregoing, any claimed breach hereof, the prevailing party in such action shall be entitled to recover from the other party in such action, such sum as the court shall fix as reasonable attorneys' fees incurred by such prevailing party. In addition, Tenant agrees to reimburse Landlord for all reasonable attorney fees incurred by Landlord in connection with any assignment or sublease transaction.

21. SECURITY DEPOSIT. Tenant hereby deposits with Landlord the sum set forth in the Introductory Article (and hereinafter referred to as the "*Deposit*") as security for the prompt, full and faithful performance by Tenant of each and every provision of this Lease and of all obligations of Tenant hereunder.

21.01. If Tenant fails to perform any of its obligations hereunder, Landlord may use, apply or retain the whole or any part of the Deposit as damages for Tenants' default under Article 19, or for the payment of: (i) any Rent or other sums of money which Tenant may not have paid when due, (ii) any sum expended by Landlord on Tenant's behalf in accordance with the provisions of this Lease, or (iii) any sum which Landlord may expend or be required to expend by reason of Tenant's default, including, without limitation, any damage or deficiency in or from the reletting of the Premises. The use, application or retention of the Deposit, or any portion thereof, by Landlord shall not prevent Landlord from exercising any other right or remedy provided by this Lease or by law (it being intended that Landlord shall not first be required to proceed against the Deposit) and shall not operate as a limitation on any recovery to which Landlord may otherwise be entitled. If any portion of the Deposit is used, applied or retained by Landlord for the purposes set forth above, Tenant agrees, within ten (10) days after

ATTACHMENT 2

Site Ownership

the written demand therefor is made by Landlord, to deposit cash with the Landlord in an amount sufficient to restore the Deposit to its original amount.

21.02. If Tenant shall fully and faithfully comply with all of the provisions of this Lease, the Deposit, or any balance thereof, shall be returned to Tenant, without interest, after the last to occur of the expiration of the Term or upon any later date after which Tenant has vacated the Premises.

21.03. Tenant acknowledges that Landlord has the right to transfer or mortgage its interest in the Building (and in the Office Park) and in this Lease and Tenant agrees that in the event of any such transfer or mortgage, Landlord shall have the right to transfer or assign the Deposit to the transferee or mortgagee. Upon written acknowledgment of transferee's or mortgagee's receipt of such Deposit, Landlord shall thereby be released by Tenant from all liability or obligation for the return of such Deposit and Tenant shall look solely to such transferee or mortgagee for the return of the Deposit.

21.04. The Deposit shall not be mortgaged, assigned or encumbered in any manner whatsoever by Tenant without the prior written consent of Landlord.

21.05. As further security for the prompt, full and faithful performance of each and every obligation of Tenant hereunder, said obligations have been guaranteed by the "Guarantor(s)" described in the Introductory Article.

22. REAL ESTATE BROKER. Tenant represents that the Tenant has dealt with the commercial real estate broker(s) identified in the Introductory Article as its broker(s) in connection with this Lease, and that insofar as the Tenant knows, no other broker negotiated this Lease or is entitled to any commission in connection therewith unless one is identified in the Introductory Article hereof. Tenant agrees to indemnify, defend and hold Landlord and its beneficiaries, employees, mortgagees, agents, their officers and partners, harmless from and against any claims made by any broker or finder other than the broker(s) named in the Introductory Article hereof for a commission or fee in connection with this Lease, who claim to have represented Tenant, introduced Tenant to Landlord or the property, or whose claim otherwise derives by through or under Tenant.

23. MORTGAGEE CLAUSE.

23.01. Tenant agrees to give any mortgagees, trust deed holders and lessors of ground or underlying leases, by registered mail, a copy of any notice of default served upon the Landlord by Tenant, provided that, prior to such notice, Tenant has received notice (by way of service on Tenant of a copy of an assignment of rents and leases or otherwise) of the address of such mortgagees, trust deed holders and/or lessors. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees, trust deed holders and/or lessors shall have an additional thirty (30) days after receipt of notice thereof within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary, if, within such thirty (30) days, any mortgagee, trust deed holder and/or lessor has commenced and is diligently pursuing the remedies necessary to cure such default. Such period of time shall be extended by any period within which such mortgagee, trust deed holder and/or lessor is prevented from commencing or pursuing foreclosure or termination proceedings by reason of Landlord's bankruptcy. Until the time allowed as aforesaid for the mortgagee, trust deed holder and/or lessor to cure such defaults has expired without cure, Tenant shall have no right to, and shall not, terminate this Lease on account of default.

23.02. No mortgagee, trust deed holder and/or lessor and no person acquiring title to the Building or Office Park by reason of foreclosure or termination proceedings or by conveyance in lieu of foreclosure or termination proceedings shall have any obligation or liability to Tenant on account of the Deposit unless such mortgagee, trust deed holder, lessor or title holder shall have actually received such Deposit.

24. SEVERABILITY. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, and each of such

ATTACHMENT 2

Site Ownership

remaining terms and provisions of this Lease shall be valid and be enforced to the fullest extent permitted by law.

25. **NOTICES.** All notices to be given under this Lease shall be in writing and delivered personally or deposited in the United States mail (which shall be deemed to have been given three (3) days following the date upon which same is deposited in the United States mail), certified or registered with return receipt requested, postage prepaid, by Federal Express or similar overnight courier, addressed as follows:

25.01. If to Landlord: c/o *FOUNTAIN CROSSING ASC REALTY CORP, LLC* at the address set forth on the first page hereof or to such other person or such other address designated by notice sent by Landlord to Tenant.

25.02. If to Tenant: Addressed to Tenant at Tenant's present address set forth in the Introductory Article, and after occupancy of the Premises by Tenant, at the address of the Premises, or to such other address as is designated by Tenant in a notice to Landlord.

26. MISCELLANEOUS.

26.01. Rights Cumulative. All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law.

26.02. Overdue Amounts -- Rent Independent. Any installment of Base Rent, Additional Rent, or other charges to be paid by Tenant accruing under the provisions of this Lease, which shall not be paid when due, shall bear interest at the rate equal to the prime rate as established from time to time by First American Bank, plus 3%, from the date when the same is due until the same shall be paid; but if such interest rate should exceed the maximum interest rate permitted by law, then such rate shall be reduced to the highest rate allowed by law under the circumstances. Tenant covenants and acknowledges that the obligation to pay the Base Rent, Additional Rent or any other charges hereunder are independent of any other covenant, condition, provision or agreement herein contained.

26.03. Terms. The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, singular or plural, as the case may require, shall in all cases be assumed as though in each case fully expressed. The captions of Articles and subsections thereof are for convenience of reference only and shall not be deemed to limit, construe, affect or alter the meaning of such sections, subsections or Articles.

26.04. Binding Effect. Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of the Landlord and of Tenant, but also of their respective successors or assigns, provided, however, that this clause shall not be construed as to permit any assignment or sublease by Tenant contrary to the provisions hereof.

26.05. Lease Contains All Terms. All of the representations and obligations of Landlord and Tenant are contained herein and in the Exhibits attached hereto, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding unless in writing signed by Landlord and Tenant with such modification, waiver or amendment containing an express reference to this paragraph.

26.06. Modification of Lease. If any lender requires, as a condition to its lending funds or the subsistence of a loan of already disbursed funds (the repayment of which is to be secured by a mortgage or trust deed on the Building or the Office Park), that certain modifications be made to this Lease, which modifications will not require Tenant to pay any additional amounts or otherwise change materially the rights or obligations of Tenant hereunder, Tenant shall, upon Landlord's request, execute appropriate instruments effecting such modifications.

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Site Ownership

26.07. Tenant's Claims. Any claim which Tenant may have against Landlord for default in performance of any of the obligations herein contained to be kept and performed by Landlord shall be deemed waived unless: (i) such claim is asserted by written notice thereof to Landlord within ten days of commencement of the alleged default or of accrual of the cause of action and (ii) unless suit is brought thereon within six months subsequent to the accrual of such cause of action.

26.08. Transfer of Landlord's Interest. Tenant acknowledges that Landlord has the right to transfer its interest in the Building (and/or the Office Park) and in this Lease, and Tenant agrees that in the event of any such transfer Landlord shall automatically be released from all liability under this Lease and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder. Tenant further acknowledges that Landlord may assign its interest in this Lease to a mortgagee(s), trust deed holder(s) or lessor(s) of ground or underlying lease(s) as additional security, and agrees that such an assignment shall not release Landlord from its obligations hereunder and that Tenant shall continue to look to Landlord for the performance of its obligations hereunder.

26.09. Compliance with Law. Tenant shall comply with all applicable laws and ordinances, all orders and decrees of court and all requirements of other governmental authorities, and shall not, directly or indirectly, make any use of the Premises which may thereby be prohibited or be dangerous to person or property or which may jeopardize any insurance coverage, or may increase the cost of insurance or require additional insurance coverage. If by reason of the failure of Tenant to comply with this section, any insurance coverage is jeopardized or insurance premiums are increased, Landlord shall have the option either to terminate this Lease or to require Tenant to make immediate payment of the increased insurance premium.

26.10. Application of Payments. Landlord shall have the right to apply payments received from Tenant pursuant to this Lease (regardless of Tenant's designation of such payments) to satisfy any obligations of Tenant hereunder, in such order and amounts, as Landlord, in its sole discretion, may elect.

26.11. Force Majeure. Landlord shall not be chargeable with, liable for, or responsible to Tenant for anything or in any amount for any failure to perform or delay caused by fire, earthquake, explosion, flood, hurricane, the elements, acts of God or the public enemy, action, restrictions, limitations, or interference of governmental authorities or agents, war, invasion, insurrection, rebellion, riots, strikes or lockouts or any other cause whether similar or dissimilar to the foregoing which is beyond the control of Landlord ("*Force Majeure*"), and any such failure or delay due to said causes, or any of them, shall not be deemed a breach of or default in the performance of this Lease.

26.12. Hazardous Materials. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises or the Office Park by Tenant, its agents, employees, contractors or invitees, without the prior written consent of Landlord (which Landlord shall not unreasonably withhold as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all laws regulating to any such Hazardous Material). As used herein, the term "*Hazardous Material*" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Illinois or the United States Government.

26.13. Waiver Of Jury Trial. Landlord and Tenant waive any right to a trial by jury in any action or proceeding based upon, or related to, the subject matter of this Lease. This waiver is knowingly, intentionally, and voluntarily made by Tenant, and Tenant acknowledges that neither Landlord nor any person acting on behalf of Landlord has made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect. Tenant further acknowledges that he has been represented (or has had the opportunity to be represented) in the signing of this Lease and in the making of this waiver by independent legal counsel, selected of his own free will, and that he has had the opportunity to discuss this waiver with counsel.

ATTACHMENT 2

Site Ownership

26.14. No Waiver. No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provision, even if such violation is continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. No receipt of money by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of such money, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment.

26.15. Accord and Satisfaction. No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord's right to recover any and all amounts owed by Tenant hereunder and Landlord's right to pursue any other available remedy. Landlord is entitled to accept, receive and cash or deposit any payment made by Tenant for any reason or purpose or in any amount whatsoever, and apply the same at Landlord's option to any obligation of Tenant and the same shall not constitute payment of any amount owed except that to which Landlord has applied the same.

27. **TIME OF THE ESSENCE**. Time is of the essence for each and every provision contained in the Lease. Whenever a period of time is provided in this Lease for Landlord to do or perform any act or thing, Landlord shall not be liable or responsible for any delays due to any event described in paragraph 26.11 hereof and in any such event said time period shall be extended for the amount of time Landlord is so delayed.

ATTACHMENT 2

Site Ownership

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

LANDLORD:

FOUNTAIN CROSSING ASC REALTY CORP,
LLC, an
Illinois corporation

By: _____
Its: Authorized Representative

TENANT:

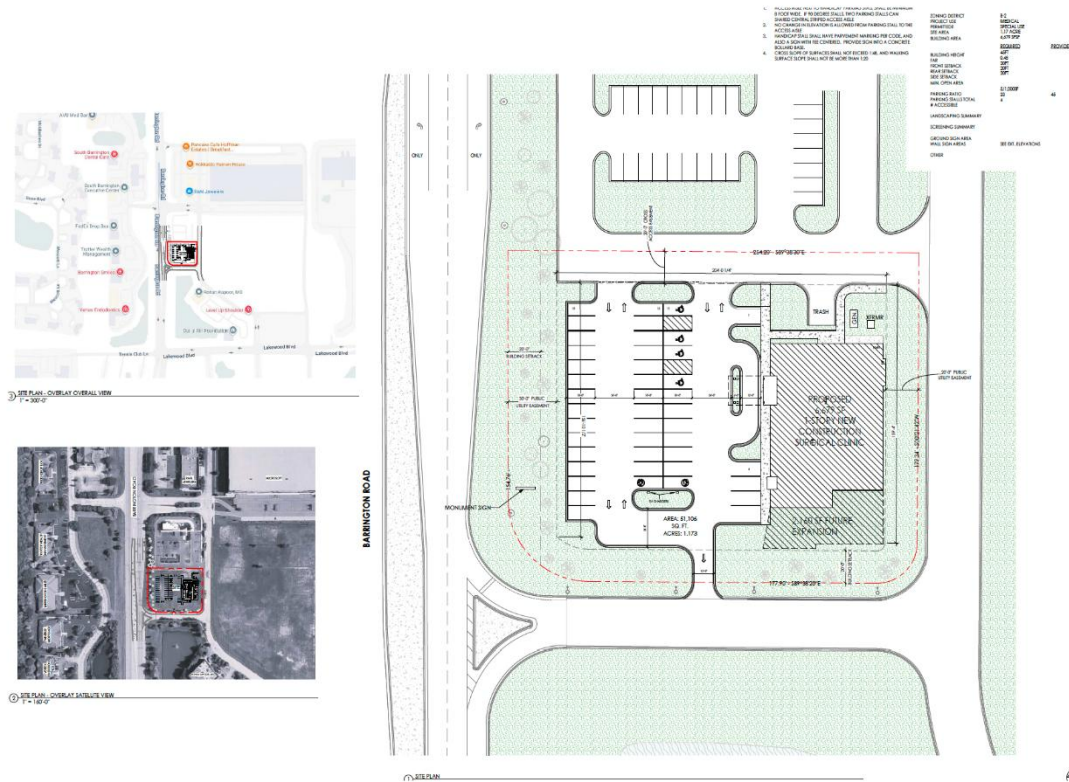
Barrington Road Surgery Center, LLC, an
Illinois corporation

By: _____
Its: Managing Member

**FOUNTAIN CROSSING ASC REALTY CORP, LLC OFFICE PARK
LEASE AGREEMENT**

Exhibit A

100% of Space Plan Depicting Leased Premises



ATTACHMENT 3

Operating Entity/Licensee

Barrington Road Surgery Center, LLC will seek licensure from the Illinois Department of Public Health upon approval of this project. Attached as evidence of the owner entity's good standing is the Articles of Organization.

ATTACHMENT 3
Operating Entity/Licensee
Articles of Organization for
Barrington Road Surgery Center, LLC

Form LLC-5.5	Illinois Limited Liability Company Act Articles of Organization	FILE # 17503669
Secretary of State Alexi Giannoulias Department of Business Services Limited Liability Division www.ilsos.gov	Filing Fee: \$150 Approved By: <u>MXB</u>	FILED FEB 20 2026 Alexi Giannoulias Secretary of State

1. Limited Liability Company Name: BARRINGTON ROAD SURGERY CENTER, LLC

2. Address of Principal Place of Business where records of the company will be kept:
1585 N BARRINGTON ROAD, BLDG 2, SUITE 502
HOFFMAN ESTATES, IL 60169

3. The Limited Liability Company has one or more members on the filing date.

4. Registered Agent's Name and Registered Office Address:

C T CORPORATION SYSTEM
208 S LA SALLE ST STE 814
CHICAGO, IL 60604-1135

5. Purpose for which the Limited Liability Company is organized:
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. Name and business addresses of all the managers and any member having the authority of manager:

SYT SURGICAL
1585 N BARRINGTON ROAD, BLDG 2, STE 502
HOFFMAN ESTATES, IL 60169

8. **Name and Address of Organizer**

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: FEBRUARY 20, 2026 JEFF NICHOLS
1585 N. BARRINGTON ROAD, BLDG 2, SUITE 502
HOFFMAN ESTATES, IL 60169

This document was generated electronically at www.ilsos.gov

ATTACHMENT 4

Organizational Relationships

The facility will be owned by Illinois licensed physicians as identified in the organizational chart below.



ATTACHMENT 5 Flood Plain Requirements



CHICAGO
CORNEA
SEE THE BEST

Diseases and Surgery of the Eye
Cornea and External Diseases
Refractive Corneal Surgery

Randy J. Epstein, M.D.
Parag A. Majmudar, M.D.
Douglas S. Kaplan, M.D.
Maria E. Rosselson, M.D.
Rachel H. Epstein, M.D.
Neel S. Vaidya, M.D.
Charles A. Faron, O.D.
Marsha M. Malooley, O.D.
Tiffany M. Andrzejewski, O.D.

June 15, 2026

John P. Kniery
Board Administrator
Illinois Health Facilities and Services Review Board
525 W Jefferson Street, Floor 2
Springfield, IL 62761

Re: Barrington Road Surgery Center, LLC - Flood Plain Requirements

Dear Mr. Kniery:

As representative of Barrington Road Surgery Center, LLC, I, Neel S. Vaidya, M.D., affirm that our facility complies with Illinois Executive Order #2005-5. The facility location at 1585 N. Barrington Road, Bldg. 2, Suite 502, Hoffman Estates, IL 60169 is not located in a flood plain, as evidence please find enclosed a map from the Federal Emergency Management Agency ("FEMA").

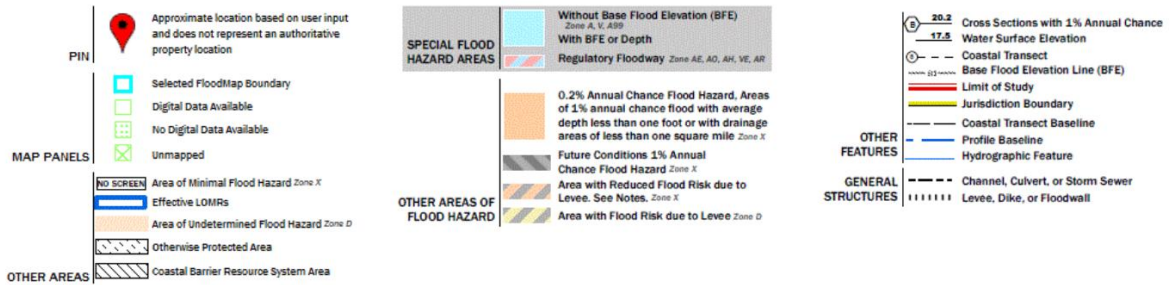
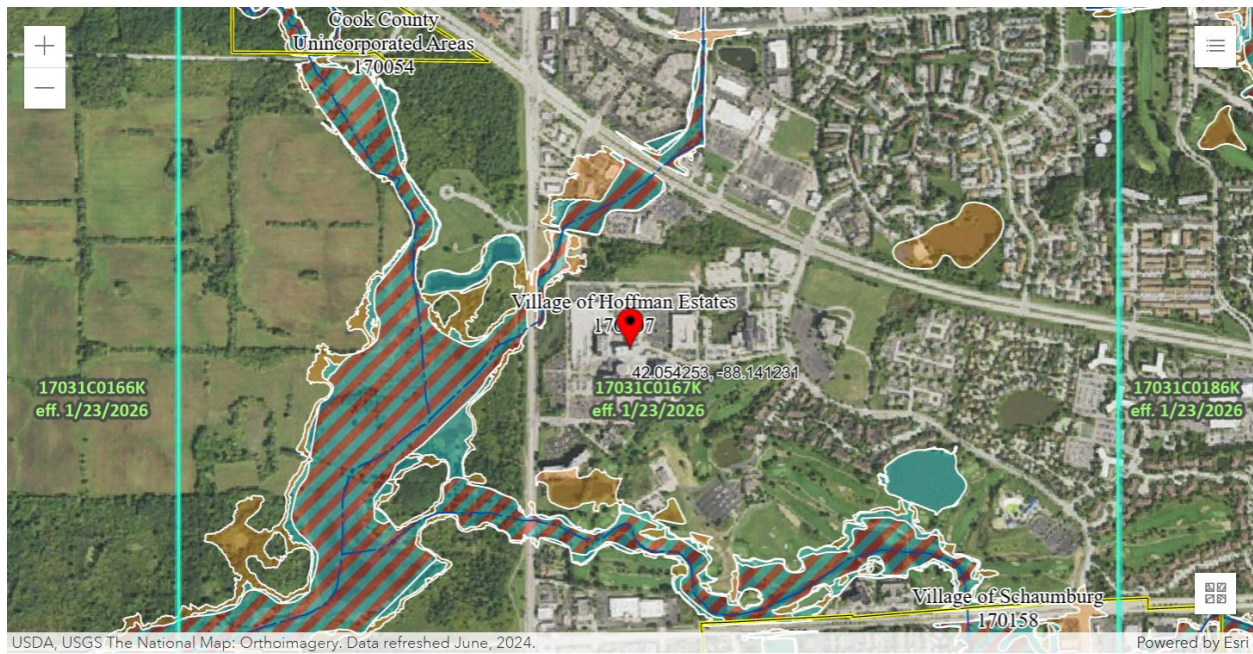
I hereby certify this true and is based upon my personal knowledge under penalty of perjury and in accordance with 735 ILCS 5/1-109.

Sincerely,

Neel S. Vaidya, M.D., MPH, MBA
Managing Member
Barrington Road Surgery Center, LLC

806 Central Ave. • Suite 300 • Highland Park, IL 60035 • (847) 432-6010 • FAX: 432-8241
1585 Barrington Rd., Doctors Bldg. #2 • Suite 502 • Hoffman Estates, IL 60169 • (847) 882-5900 • FAX: 882-6028
Rush University Med. Center, 1725 W. Harrison St. • Suite 928 • Chicago, IL 60612 • (312) 942-5300 • FAX: 942-4045
Internet Address: www.chicagocornea.com

ATTACHMENT 5 Flood Plain Requirements



ATTACHMENT 6

Historic Preservation Act Requirements

The Applicant submitted a request for determination to the Illinois Department of Natural Resources – Preservation Services Division on July 1, 2026. A final determination has not been received. The Applicant certifies that they will not financially commit the project until such a determination has been received from the Department.

ATTACHMENT 6
Historic Preservation Act Requirements



Juan Morado, Jr.
71 South Wacker Drive, Suite 1600
Chicago, IL 60606
Direct Dial: 312.212.4967
Fax: 312.757.9192
jmorado@beneschlaw.com

July 1, 2026

VIA EMAIL

Jeffrey Kruchten
Chief Archaeologist
Preservation Services Division
Illinois Historic Preservation Office
Illinois Department of Natural Resources
1 Natural Resources Way
Springfield, IL 62702
SHPO.Review@illinois.gov

**Re: Certificate of Need Application for the Establishment of an Ambulatory Surgical
Treatment Center – Barrington Road Surgery Center, LLC**

Dear Jeffrey:

I am writing on behalf of my client, Barrington Road Surgery Center, LLC (Barrington Road ASC”) to request a review of the project area under Section 4 of the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420/1 et. seq.). Barrington Road ASC is submitting an application for a Certificate of Need from the Illinois Health Facilities and Services Review Board. Barrington Road ASC is proposing to establish an Ambulatory Surgical Treatment Center, to be located at 1585 N. Barrington Road, Bldg 2, Suite 502, Hoffman Estates, IL 60169 (the “Project”).

The proposed Project will occupy approximately 6,685 square feet in an existing building and will contain a sterile processing and sterile supply rooms, sterile hold rooms, locker and changing rooms, a staff lounge, mechanical rooms, and 2 operating rooms. For your reference, we have included pictures of the topographic maps, aerial maps, and existing lot images (Attachments 1-3) showing the general location of the project.

ATTACHMENT 6

Historic Preservation Act Requirements

We respectfully request review of the project area and a determination letter at your earliest convenience. Thank you in advance for all of the time and effort that will be going into this review.

Very truly yours,

BENESCH, FRIEDLANDER,
COPLAN & ARONOFF LLP



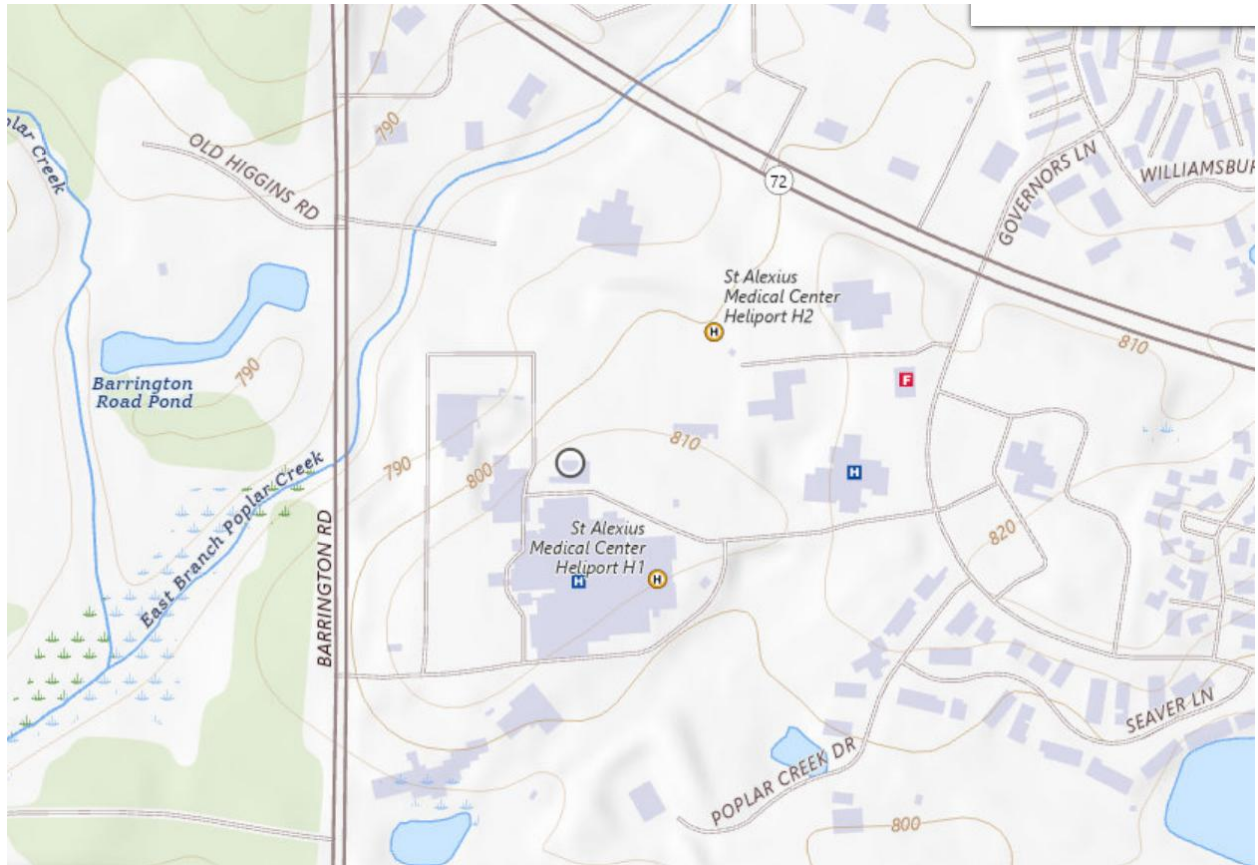
Juan Morado, Jr.

JM:
Enclosures

ATTACHMENT 6

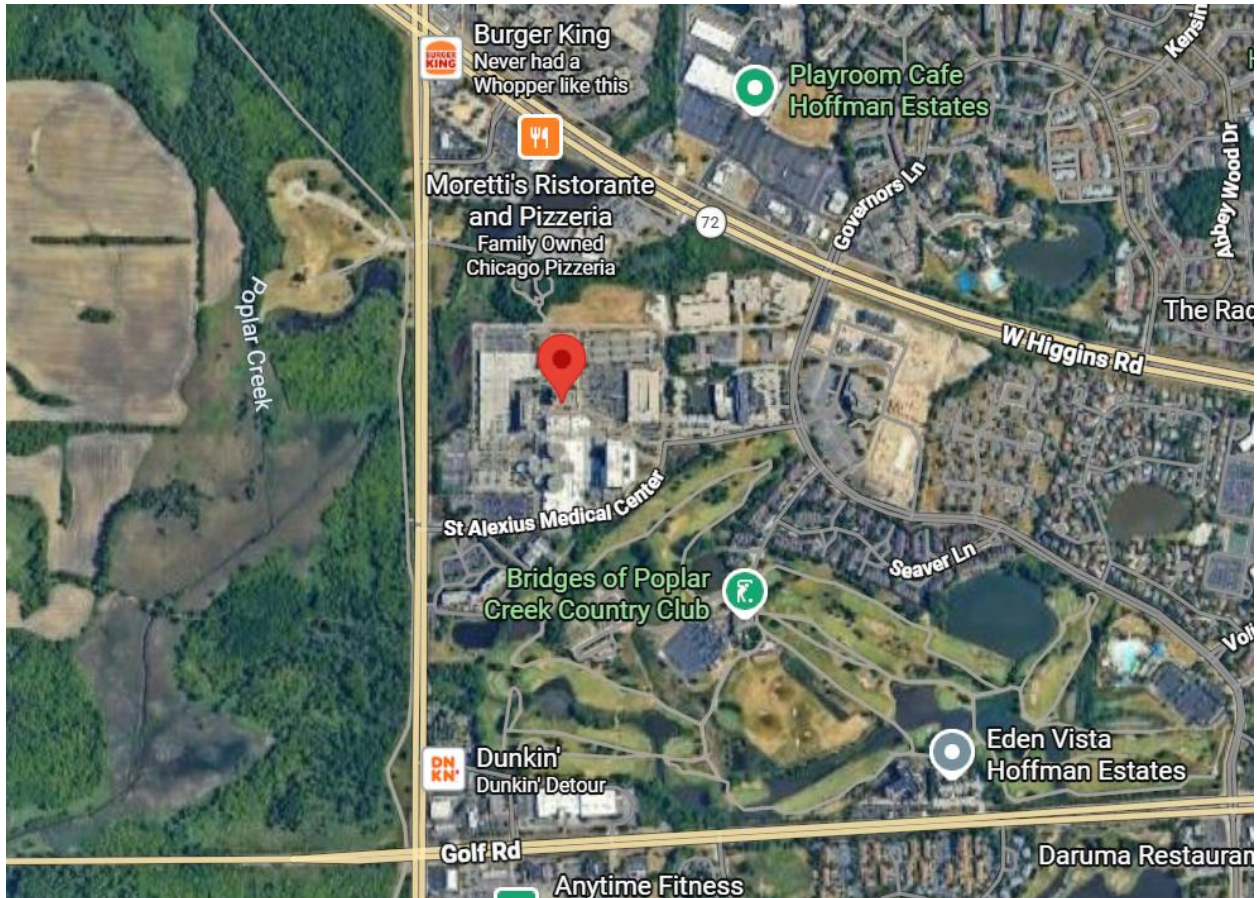
Historic Preservation Act Requirements

**Topographic Map (1585 N. Barrington Road, Bldg 2, Suite 502,
Hoffman Estates, IL 60169)**



ATTACHMENT 6
Historic Preservation Act Requirements

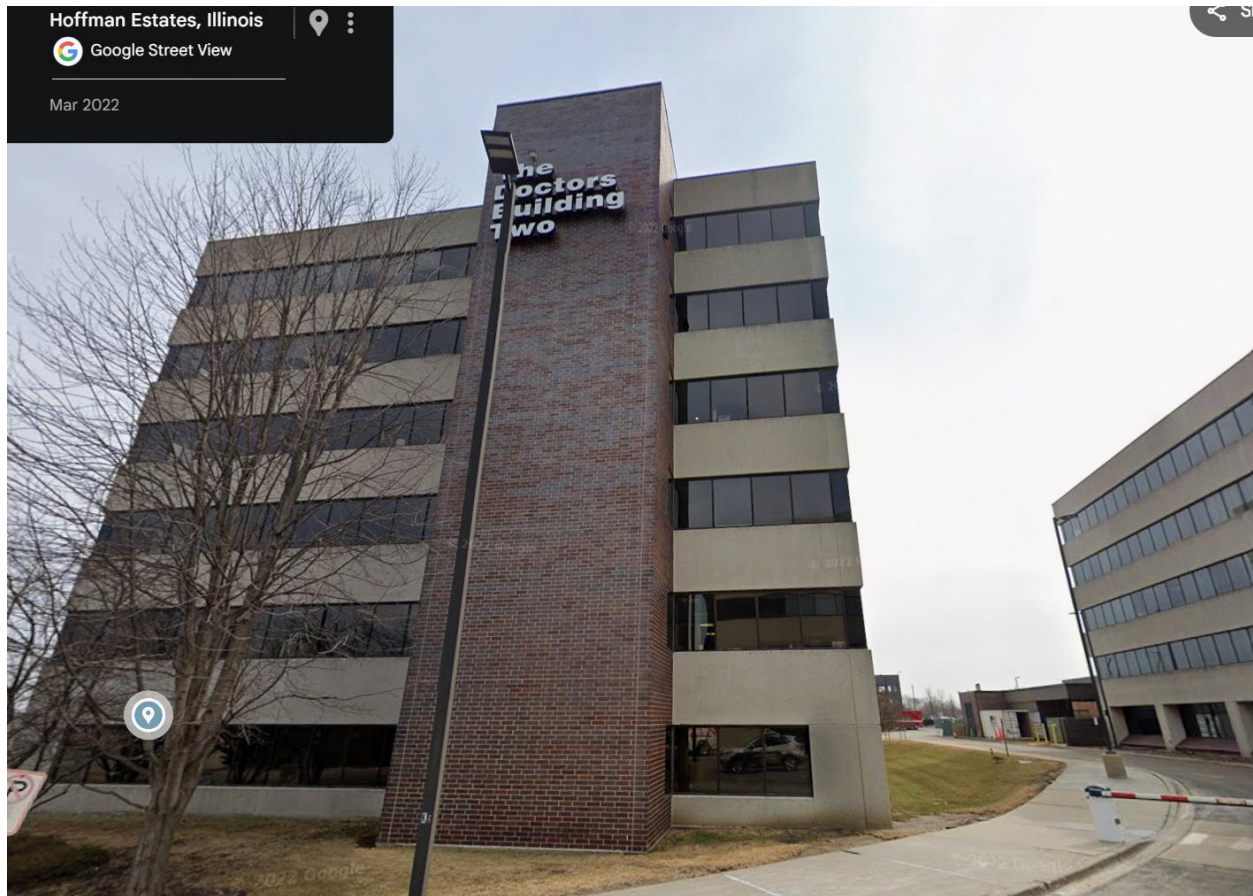
**3D Aerial Map (1585 N. Barrington Rd, Bldg 2, Suite 502, Hoffman
Estates, IL 60169)**



ATTACHMENT 6

Historic Preservation Act Requirements

Street View of 1585 N. Barrington Road, Bldg 2, Suite 502,
Hoffman Estates, IL 60169



ATTACHMENT 7

Project Costs and Sources of Funds

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs	-	-	-
Site Survey and Soil Investigation	\$43,584	\$19,508	\$63,092
Site Preparation	-	-	-
Off Site Work	-	-	-
New Construction Contracts	\$2,751,030	\$1,231,351	\$3,982,381
Modernization Contracts	-	-	-
Contingencies	\$225,000	\$75,000	\$300,000
Architectural/Engineering Fees	\$153,876	\$68,874	\$222,750
Consulting and Other Fees	-	-	-
Movable or Other Equipment (not in construction contracts)	\$1,000,000	\$300,000	\$1,300,000
Bond Issuance Expense (project related)	-	-	-
Net Interest Expense During Construction (project related)	-	-	-
Fair Market Value of Leased Space or Equipment	\$2,113,313	\$949,460	\$3,062,773
Other Costs to Be Capitalized	-	-	-
Acquisition of Building or Other Property (excluding land)	-	-	-
TOTAL USES OF FUNDS	\$6,286,803	\$2,644,193	\$8,930,996
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	\$723,490	\$144,733	\$868,223
Pledges	-	-	-
Gifts and Bequests	-	-	-
Bond Issues (project related)	-	-	-
Mortgages	\$3,450,000	\$1,550,000	\$5,000,000
Leases (fair market value)	\$2,113,313	\$949,460	\$3,062,773
Governmental Appropriations	-	-	-
Grants	-	-	-
Other Funds and Sources	-	-	-
TOTAL SOURCES OF FUNDS	\$6,286,803	\$2,644,193	\$8,930,996
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

ATTACHMENT 7

Project Costs and Sources of Funds

Site Survey and Soil Investigation - Site survey and soil investigation costs include the project-related due diligence, survey, engineering, and site evaluation work necessary to confirm the suitability of the project site and support development of the proposed ambulatory surgical treatment center. Total site survey and soil investigation costs are estimated at \$63,092, consisting of \$43,584 in clinical costs and \$19,508 in non-clinical costs. These costs are necessary to support the proposed construction and build-out of the facility and to confirm site conditions before completion of the project.

New Construction Contracts - The proposed project involves the construction and build-out of a new single-specialty ambulatory surgical treatment center specializing in ophthalmology. New construction costs include general contractor services, labor, materials, and all work necessary to complete the clinical and non-clinical components of the facility, including operating rooms, pre-operative and post-operative patient areas, sterile processing and supply areas, support spaces, mechanical rooms, staff areas, offices, reception, and waiting areas. Total new construction costs are estimated at \$3,982,381, consisting of \$2,751,030 in clinical costs and \$1,231,351 in non-clinical costs. These costs reflect the specialized construction and infrastructure required for an ophthalmology-focused ASTC.

Contingencies - Contingency costs are included to address unforeseen conditions or changes that may arise during construction and are not otherwise covered under the construction contracts. These costs provide flexibility to manage minor scope adjustments, material price fluctuations, site-related issues, or other project conditions without delaying project completion. Total contingency costs are estimated at \$300,000, consisting of \$225,000 in clinical costs and \$75,000 in non-clinical costs.

Architectural and Engineering Fees - Architectural and engineering fees include costs associated with design development, construction documents, engineering coordination, code compliance, permitting support, and oversight throughout the construction process. These services are necessary to ensure that the proposed facility meets applicable building, life safety, accessibility, and health care design requirements. Total architectural and engineering fees are estimated at \$222,750, consisting of \$153,876 in clinical costs and \$68,874 in non-clinical costs.

Movable or Other Equipment - Movable and other equipment costs include clinical and non-clinical equipment necessary for the operation of the proposed ambulatory surgical treatment center that is not included in the construction contracts. Clinical equipment includes ophthalmologic surgical equipment, instrumentation, procedure room equipment, recovery-area equipment, and other equipment required to support ophthalmologic surgical services. Non-clinical equipment includes furniture, fixtures, information technology, administrative equipment, and other equipment needed for the non-clinical portions of the facility. Total movable or other equipment costs are estimated at \$1,300,000, consisting of \$1,000,000 in clinical costs and \$300,000 in non-clinical costs.

Fair Market Value of Leased Space or Equipment - The fair market value of leased space or equipment reflects the value assigned to the leased facility space and/or leased components used in connection with the proposed project. The inclusion of this amount is consistent with the requirement that, when a project or project component is accomplished by lease, the fair market or dollar value of the leased component must be included in the estimated project cost. Total fair market value of leased space or equipment is estimated at \$3,062,773, consisting of \$2,113,313 in clinical costs and \$949,460 in non-clinical costs.

ATTACHMENT 8

Project Status and Completion Schedules

The proposed project does involve construction and changes to the physical layout of the building as it currently exists. The proposed project completion date is upon approval by the Illinois Department of Public Health of the facility to perform ophthalmological surgical services on or by December 31, 2027.

ATTACHMENT 9

Cost Space Requirements

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
REVIEWABLE							
ASTC	\$6,286,803	-	4,618	4,618	-	-	-
Total Clinical	\$6,286,803	-	4,618	4,618	-	-	-
NON-REVIEWABLE							
Mechanical Rooms, Staff Lounge, Office Space and Waiting Room	\$2,644,193	-	2,067	2,067	-	-	-
Total Non-clinical	\$2,644,193	-	2,067	2,067	-	-	-
TOTAL	\$8,930,996	-	6,685	6,685	-	-	-

ATTACHMENT 11

Background of the Applicant

The following information is provided to illustrate the qualifications, background and character of the Applicant, and to assure the Health Facilities and Services Review Board that the new ASTC will provide a proper standard of health care services for the community.

Barrington Road Surgery Center, LLC

The proposed project is brought forth by Barrington Road Surgery Center, LLC. The Applicant has no ownership in any other facilities. The ownership of facility is reflected in Attachment 4. The physician owners of Barrington Road Surgery Center, LLC have a direct ownership interest in Chicago Cornea Consultants, Ltd. The Applicant certifies that there have been no adverse actions taken during the three (3) years prior to filing of this application. A letter certifying to the above information is included at Attachment 11.

We have included a letter authorizing access to the HFSRB and IDPH to verify information contained in the application at Attachment 11. Barrington Road Surgery Center, LLC filed its Articles of Organization with the Secretary of State of Illinois on February 20, 2026. Barrington Road Surgery Center, LLC is located at 1585 N. Barrington Road, Bldg 2, Suite 502, Hoffman Estates, IL 60169. The new ASTC will provide Ophthalmological Services in the Hoffman Estates area.

Parag A. Majmudar, M.D.

Parag A. Majmudar, M.D., will serve as the Medical Director of Barrington Road Surgery Center. Parag Majmudar, M.D., is a fellowship-trained corneal and refractive surgery specialist and is also a board-certified ophthalmologist.

Dr. Majmudar has private practices in Hoffman Estates, Chicago, and Highland Park, Illinois, where he specializes in laser and non-laser vision correction procedures, cataract surgery, corneal surgery, and complications stemming from refractive surgery. Dr. Majmudar is the Chief Executive Officer (CEO) of Chicago Cornea Consultants, Ltd. where he practices cataract, corneal and refractive surgery.

Chicago Cornea Consultants provides comprehensive eye care to patients in and beyond Hoffman Estates, Chicago, Arlington Heights, and Highland Park. Chicago Cornea Consultants team of nearly a dozen board certified ophthalmologists have won numerous awards including being named *Chicago Magazine's* "Top Doctors in Chicago" and *Newsweek America's* "Best Ophthalmologists." Chicago Cornea Consultants provide a variety eye care procedures including laser vision correction, EVO ICL, corneal treatments, refractive lens exchanges, glaucoma treatments, dry eye treatment, advanced cataract surgery, and more.

When he is not directly assisting his patients, Dr. Majmudar is an active participant in clinical research activities. He is highly regarded for his international lectures, and serves as an instructor on the subjects of corneal and refractive surgery. Currently, he serves as Professor of Ophthalmology at Rush University in Chicago.

Dr. Majmudar's successful career has led to him earning many awards and recognition for his work. Dr. Majmudar is an active member of the American Society of Cataract and Refractive Surgery and has received the Lifetime Achievement Award from the American Academy of Ophthalmology (AAO). He is the former Chair of the AAO Refractive Surgery Program Committee and is a former member of the ASCRS Refractive Surgery Clinical Committee. He serves on the International Council of the International Society of Refractive Surgery and recently received an ISRS Achievement Award. He is the recipient of the 2020 Eversight "Gift of Sight" Award. and has been featured multiple times in the U.S. News and World Report annual list of the top ophthalmologists in the USA.

ATTACHMENT 11

Background of the Applicant



CHICAGO
CORNEA
SEE THE BEST

Diseases and Surgery of the Eye
Cornea and External Diseases
Refractive Corneal Surgery

Randy J. Epstein, M.D.
Parag A. Majmudar, M.D.
Douglas S. Kaplan, M.D.
Maria E. Rosselson, M.D.
Rachel H. Epstein, M.D.
Neel S. Vaidya, M.D.
Charles A. Faron, O.D.
Marsha M. Malooley, O.D.
Tiffany M. Andrzejewski, O.D.

June 15, 2026

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

Re: Barrington Road Surgery Center, LLC – Certification and Authorization

Dear Mr. Kniery,

As a representative of Barrington Road Surgery Center, LLC, I, Neel S. Vaidya, M.D., 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 Barrington Road Surgery Center, LLC, has no ownership interest in any other healthcare facility.

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,

Neel S. Vaidya, M.D., MPH, MBA
Managing Member
Barrington Road Surgery Center, LLC

806 Central Ave. • Suite 300 • Highland Park, IL 60035 • (847) 432-6010 • FAX: 432-8241
1585 Barrington Rd., Doctors Bldg. #2 • Suite 502 • Hoffman Estates, IL 60169 • (847) 882-5900 • FAX: 882-6028
Rush University Med. Center, 1725 W. Harrison St. • Suite 928 • Chicago, IL 60612 • (312) 942-5300 • FAX: 942-4045
Internet Address: www.chicagocornea.com

ATTACHMENT 12

Purpose of the Project

The Applicant seeks approval from the Health Facilities and Services Review Board to establish Barrington Road Surgery Center, LLC, an Ambulatory Surgical Treatment Center (“ASTC”), at 1585 N. Barrington Road, Building 2, Suite 502, Hoffman Estates, Illinois 60169. The market area is consistent with the Board-defined geographic service area, which is a 10-mile radius from the proposed facility site. More generally, the patient base resides in Cook County and surrounding communities that rely on Hoffman Estates and nearby providers for outpatient ophthalmology care.

The proposed ASTC will provide ophthalmology surgical services in a dedicated outpatient setting. Ophthalmology procedures require specialized instrumentation, trained staff, reliable room availability, and workflows suited to short, high-volume surgical cases. In hospital outpatient departments and multi-specialty surgical settings, ophthalmology cases may compete with other surgical specialties and higher-acuity cases for operating room time. A dedicated ophthalmology ASTC will allow appropriate eye surgery cases to be scheduled in a setting designed for those procedures, improving the reliability of local access for patients in the service area.

The project is also consistent with the national movement of appropriate ophthalmology procedures from hospital outpatient departments to ambulatory surgery centers. Peer-reviewed research has found that cataract surgery has shifted substantially to ASTCs over time and that ASTCs and hospital outpatient departments differ in surgical efficiency, patient throughput, patient safety, and costs per surgery. The ASTC setting is particularly well suited to high-volume ophthalmology procedures because predictable scheduling, specialized equipment, and efficient room turnover can support timely access while reducing unnecessary use of higher-cost hospital outpatient capacity.

The proposed project also addresses patient safety and quality of life. Vision loss can impair driving, reading, medication management, mobility, and independent living. Studies cited in comparable ophthalmology CON materials report that cataract surgery has been associated with reduced fall rates among older adults and that cataract-related visual impairment is associated with increased risk of fall-related injury. Improving access to timely eye surgery therefore supports not only visual outcomes, but also patient safety, functional independence, and quality of life.

The aging population reinforces the need for accessible ophthalmology surgical capacity. Cataract, glaucoma, macular degeneration, diabetic eye disease, and other ocular conditions become more prevalent with age and often require surgical or procedural intervention. The National Eye Institute reports that cataract is strongly age-related and that U.S. cataract cases are expected to increase from 24.4 million in 2010 to approximately 50 million by 2050. Recent ophthalmology workforce projections summarized by the American Academy of Ophthalmology also estimate that demand for ophthalmology services may increase materially over the next decade while the supply of ophthalmologists may decline. These trends support the need for efficient outpatient surgical capacity that allows ophthalmologists to use operating room time effectively and provide care in an appropriate setting.

Although there is some surgical capacity within the geographic service area, the proposed project is not expected to create or worsen maldistribution of services. Some existing ASTCs are operating at or near target utilization, some do not offer the same ophthalmology services proposed by the Applicant, and others are hospital-affiliated or otherwise primarily serve their own patient populations. The proposed facility will add specialized ophthalmology capacity in a manner that complements, rather than displaces, existing providers. The proposed facility is also supported by Saint Alexius Hospital in Hoffman Estates who also operates an ASTC that will be focusing on other procedure types to backfill the block utilized by surgeon from Chicago Cornea Consultants.

ATTACHMENT 12

Purpose of the Project

The Applicant's utilization projections further support the need for the project. Patient origin and outpatient procedure data indicate that the proposed two-operating-room ASTC is projected to meet applicable State utilization standards during its first year of operation. The proposed facility is therefore sized to respond to existing patient demand and projected growth, rather than speculative volume.

The proposed ASTC will improve access by locating ophthalmology surgical services closer to patients in the Board-defined geographic service area. This is particularly important for elderly patients, patients with mobility limitations, and patients who depend on family members or caregivers for transportation to and from surgical appointments. By providing a dedicated local setting for appropriate outpatient eye surgery, the project will help reduce travel burdens, improve scheduling reliability, and support timely treatment.

In summary, Barrington Road Surgery Center will expand access to specialized outpatient ophthalmology surgery in Cook County and the surrounding market area. The project responds to demonstrated patient demand, aging-related growth in eye disease, projected constraints on ophthalmology capacity, and the continued shift of appropriate ophthalmology procedures to ambulatory surgical settings. By establishing a dedicated ASTC within the Board-defined geographic service area, the Applicant will support timely treatment, improve local access, and help patients preserve vision, independence, and quality of life.

Citation List

1. **Stagg BC, Talwar N, Mattox C, Lee PP, Stein JD. "Trends in Use of Ambulatory Surgery Centers for Cataract Surgery in the United States, 2001–2014." *JAMA Ophthalmology*. 2018;136(1):53–60. doi:10.1001/jamaophthalmol.2017.5101.**
Link: <https://doi.org/10.1001/jamaophthalmol.2017.5101>.
2. **National Eye Institute. "NEI charts a clearer future for cataract prevention and treatment." June 29, 2017.**
Link: <https://www.nei.nih.gov/research-and-training/research-news/nei-charts-clearer-future-cataract-prevention-and-treatment>.
3. **Berkowitz ST, Finn AP, Parikh R, Kuriyan AE, Patel S. "Ophthalmology Workforce Projections in the United States, 2020 to 2035." *Ophthalmology*. 2024;131(2):133–139. doi:10.1016/j.ophtha.2023.09.018.**
Link: <https://doi.org/10.1016/j.ophtha.2023.09.018>.
4. **American Academy of Ophthalmology. "Ophthalmology Workforce Projections in the United States." *EyeNet Magazine*. February 1, 2024.**
Link: <https://www.aao.org/eyenet/article/ophthalmology-workforce-projections-united-states>.
5. **Palagyi A, Morlet N, McCluskey P, et al. "Visual and refractive associations with falls after first-eye cataract surgery." *Journal of Cataract & Refractive Surgery*. 2017;43(10):1313–1321. doi:10.1016/j.jcrs.2017.07.029.**
Link: <https://doi.org/10.1016/j.jcrs.2017.07.029>.
6. **Tsang JY, Wright A, Carr MJ, et al. "Risk of Falls and Fractures in Individuals With Cataract, Age-Related Macular Degeneration, or Glaucoma." *JAMA Ophthalmology*. 2024;142(2):96–106. doi:10.1001/jamaophthalmol.2023.5858.**
Link: <https://doi.org/10.1001/jamaophthalmol.2023.5858>.

ATTACHMENT 12

Purpose of the Project

7. **Brenner MH, Curbow B, Javitt JC, Legro MW, Sommer A. “Vision change and quality of life in the elderly: Response to cataract surgery and treatment of other chronic ocular conditions.” *Archives of Ophthalmology*. 1993;111(5):680–685.**
doi:10.1001/archopht.1993.01090050114040.
Link: <https://doi.org/10.1001/archopht.1993.01090050114040>.
8. **Ambulatory Surgery Center Association. “The ASC Cost Differential.”**
Link: <https://www.ascassociation.org/advancingsurgicalcare/reducinghealthcarecosts/paymentdisparitiesbetweenascsandhopds>.
9. **American Academy of Ophthalmology. “Office-Based Cataract Surgery: Questions and Concerns.” *EyeNet Magazine*.**
Link: <https://www.aao.org/eyenet/article/office-based-cataract-surgery-questions-concerns>.
10. **U.S. Department of Health and Human Services, Office of Disease Prevention and Health Promotion. “Reduce vision loss from untreated cataracts — V-06.” *Healthy People 2030*.**
Link: <https://odphp.health.gov/healthypeople/objectives-and-data/browse-objectives/sensory-or-communication-disorders/reduce-vision-loss-untreated-cataracts-v-06>.

ATTACHMENT 13

Alternatives

The Applicant evaluated several alternatives before submitting this application to the Health Facilities and Services Review Board for approval to establish Barrington Road Surgery Center, LLC ("Barrington Road ASC"). The alternatives considered included maintaining the status quo, using existing ASTCs or hospital surgical suites, pursuing a project of lesser scope, and proceeding with the project as proposed. For the reasons set forth below, the Applicant determined that the project as proposed is the most appropriate alternative to address patient access, quality, cost, and long-term sustainability.

Alternative #1: Maintain the Status Quo Total Project Cost: \$0

Under this alternative, the Applicant would not establish a new ASTC, and patients would continue to rely on existing hospitals and ambulatory surgical facilities for ophthalmology surgical services. This alternative would have no capital cost to the Applicant. However, maintaining the status quo would not address the access issues identified in this application, including limited dedicated ophthalmology operating room availability, scheduling constraints, and the need for patients to obtain care at facilities that may be farther from the proposed service area or not specifically configured for high-volume ophthalmology procedures.

In the short term, this alternative would avoid project costs. In the long term, however, it would not improve local access to ophthalmology surgical services, would not create dedicated outpatient capacity for the Applicant's projected case volume, and would not provide the operational efficiencies associated with a focused ophthalmology ASTC. Because this alternative would not address the purpose of improving timely access to specialized outpatient eye surgery, it was not selected.

Alternative #2: Utilize Existing ASTCs or Hospital Surgical Suites Total Project Cost: \$0 to the Applicant

The Applicant also considered continuing to utilize existing ASTCs or hospital outpatient surgical suites to serve its patients. This alternative would avoid the capital cost of establishing a new ASTC. However, it would require the Applicant and its patients to remain dependent on third-party facilities for operating room availability, scheduling, staffing, equipment, and clinical workflows.

This alternative is suboptimal because ophthalmology procedures require specialized instrumentation, trained staff, efficient turnover, and reliable access to operating room time. Existing multi-specialty ASTCs and hospital outpatient departments may not have the capacity, scheduling flexibility, or specialty-specific configuration needed to support the Applicant's projected ophthalmology volume. Hospital outpatient departments may also involve higher facility costs for appropriate outpatient procedures than an ASTC setting. In the short term, this alternative would avoid capital expenditure by the Applicant. In the long term, it would not provide dedicated ophthalmology capacity, would not allow the Applicant to control scheduling and clinical workflow, and would not reliably reduce travel or scheduling burdens for patients. Because this alternative would not adequately address the access, efficiency, and continuity-of-care concerns underlying the project, it was not selected.

Alternative #3: Develop a Project of Lesser Scope, Total Project Cost: Less than the proposed project, depending on final scope

The Applicant considered whether a smaller project, including a one-operating-room ASTC, could meet the identified need. A lesser-scope project would reduce initial capital costs and could provide some additional outpatient ophthalmology capacity. However, a one-room facility would provide less flexibility for scheduling, would limit the Applicant's ability to accommodate projected growth, and would be less effective in addressing the documented need for reliable ophthalmology operating room availability.

ATTACHMENT 13

Alternatives

The Applicant's projected utilization supports the need for the proposed two-operating-room configuration. A smaller project may reduce short-term capital expense, but it would not provide the same long-term operational capacity, scheduling flexibility, or ability to meet projected patient demand. Because a lesser-scope project would not fully address the access and utilization needs identified in the application, it was not selected.

Alternative #4: Project as Proposed, Total Project Cost: \$8,930,996

The Applicant selected the project as proposed: establishment of a dedicated ophthalmology ASTC with two operating rooms. This alternative best addresses the identified access and capacity needs because it creates a dedicated outpatient setting for ophthalmology surgery. The proposed ASTC will allow appropriate cases to be performed in a setting designed for eye surgery, with specialty-specific equipment, trained staff, predictable scheduling, and efficient patient flow. This option also supports continuity of care for the Applicant's patient base and reduces reliance on third-party facilities for operating room availability.

In the short term, the project as proposed requires capital investment. In the long term, however, it is expected to improve patient access, support efficient outpatient surgical care, and provide a clinically appropriate setting for the Applicant's projected ophthalmology surgical volume. The Applicant determined that the project as proposed is the most effective, cost-conscious, and operationally sustainable alternative for meeting the needs of the market area.

ATTACHMENT 14

Size of the Project

The square footage identified in this application for the proposed project is approximately 6,685 GSF and it includes two operating rooms, sterile processing, sterile supply, and sterile hold rooms, mechanical rooms, locker and changing rooms, and a staff lounge is not excessive, and consistent with the standards identified in Appendix B of 77 Illinois Admin. Code Section 1110, as documented below.

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?
ASTC (2 Operating Rooms)	4,618 BGSF	2,750 BGSF/Treatment Room	-882 BGSF	YES

ATTACHMENT 15

Project Service Utilization

The annual utilization expected of an ASTC is 1,500 hours per surgical or procedure room. The proposal for this facility is to establish 2 operating rooms, making the objective of demonstrating utilization in excess of 1,500 hours. Based upon documented historical utilization and a conservative projection of patient volume from proposed referrals, the Applicant anticipates that the proposed ASTC will meet and exceed the applicable utilization standard in its first year of operation and will continue to do so in subsequent years.

UTILIZATION					
	DEPARTMENT / SERVICE	HISTORICAL UTILIZATION (PATIENT DAYS) (TREATMENTS) ETC.	PROJECTED UTILIZATION	STATE STANDARD	MEET STANDARD?
YEAR 1	ASTC (Ophthalmology)	2,806 Procedures	1,858 Hours	>1,500 Hours	Yes
YEAR 2	ASTC (Ophthalmology)	2,806 Procedures	1,913 Hours	>1,500 Hours	Yes

The projected 2,806 procedures are derived exclusively from patients currently being served by Chicago Cornea Consultants and represent procedures that are already being performed across a variety of hospital and ambulatory surgical treatment facilities. In the last 12 months there have been 2,806 procedures from nearby hospitals or surgery centers in support of the project. These 2,806 procedures resulted in a total of 1,858 utilized surgical hours. This historical utilization demonstrates that the projected referrals represent only a portion of existing volume, rather than new or speculative demand. The historical procedures originate solely from nearby hospitals or surgical centers in support of this project.

The projected Year 1 utilization of 2,806 procedures equates to approximately 1,858 procedure hours, and with a conservative increase of 3% in Year 2 of operation there is expected to be 2,890 procedures performed which equates to approximately 1,913 procedure hours, based on the same average procedure time.

The utilization projections for this project are based on documented historical patient volume, reflect procedures already being performed in the community, and rely on conservative assumption of 3% growth from Year 1 to Year 2 of operation. The Applicant respectfully submits that the proposed project meets the applicable utilization standards by Year 1 of operation for one operating room, justifying the need for both rooms proposed by this project.

ATTACHMENT 15

Project Service Utilization

State Standard for One Operating Room (in hours)	1500
Proposed Facility Utilization (in minutes)	111458
Proposed Facility Utilization Year 1 (in hours)	1858
Total Projected Referrals in Year 1	2806
Total Projected Referrals in Year 2	2890
Operational Days	250
Average Hours of Operation	7.5
Total Available Procedure Hours (Per Operating Room)	1875
Number of Operating Rooms	2
First Year Proposed Procedures	2806
First Year Utilization (Operating Room 1)	80%
First Year Utilization (Operating Room 2)	19%
Second Year Proposed Procedures	2890
Second Year Utilization (Operating Room 1)	80%
Second Year Utilization (Operating Room 2)	22%

ATTACHMENT 16

Unfinished or Shell Space

NOT APPLICABLE – the proposed project does not include plans for shell space.

ATTACHMENT 17

Assurances

NOT APPLICABLE – the proposed project does not include plans for shell space.

ATTACHMENT 25

Non-Hospital Based Ambulatory Services to GSA Residents - 1110.235(C)(2)(B)

The primary purpose of the proposed project is to provide necessary health care services to residents of the geographic service area in which the proposed ASTC will be located. The Applicant proposes to establish a new single-specialty ophthalmology ASTC in Cook County at 1585 N. Barrington Road, Building 2, Suite 502, Hoffman Estates, Illinois 60169. The facility will include two operating rooms and related clinical and support space designed to provide outpatient ophthalmology surgical services in a focused and efficient setting. The project is intended to improve access to localized surgical capacity for ophthalmology procedures that are currently being performed at other hospitals and ambulatory surgical treatment facilities.

For purposes of this criterion, the Applicant defines the geographic service area ("GSA") as all zip code areas located within the established 10-mile radius of the proposed project site. The zip code areas comprising the GSA are identified in the accompanying GSA zip code listing, and a map showing the multidirectional travel radii from the proposed ASTC site is included with the application.

The proposed ASTC is expected to serve GSA residents as its primary patient population. Patient origin information for the most recent 12-month period demonstrates that the historical ophthalmology surgical volume supporting this project is drawn substantially from patients residing within the GSA. The Applicant's patient origin data by zip code is included with this attachment and demonstrates that the projected surgical volume is based on patients already receiving ophthalmology care from the Applicant's physicians and affiliated practice.

The defined GSA includes a substantial population base across Hoffman Estates and surrounding northwest suburban communities. Based on the 2020 Census population figures for the zip codes identified within the GSA, the listed zip codes include approximately 842,145 residents. The largest population centers in the GSA include Arlington Heights, Elgin, Bartlett, Schaumburg, Streamwood, Palatine, Hanover Park, Addison, Barrington, Carol Stream, Hoffman Estates, Elk Grove Village, Glendale Heights, Rolling Meadows, and Bloomingdale. This population base supports the need for localized outpatient ophthalmology surgical capacity within the GSA and demonstrates that the proposed ASTC will be located within a broad service area with meaningful potential demand for routine and specialty eye surgery.

The historical utilization supporting the project consists of procedures currently being performed for patients served by Chicago Cornea Consultants at nearby hospitals and ambulatory surgical treatment facilities. Because this volume reflects existing patient demand rather than speculative or newly created utilization, the patient origin data provides a reliable basis for evaluating the proposed ASTC's service to GSA residents. The data demonstrates that the proposed facility will primarily serve patients who already seek ophthalmology surgical care in and around the Hoffman Estates area and who would benefit from a dedicated outpatient surgical site located within the GSA.

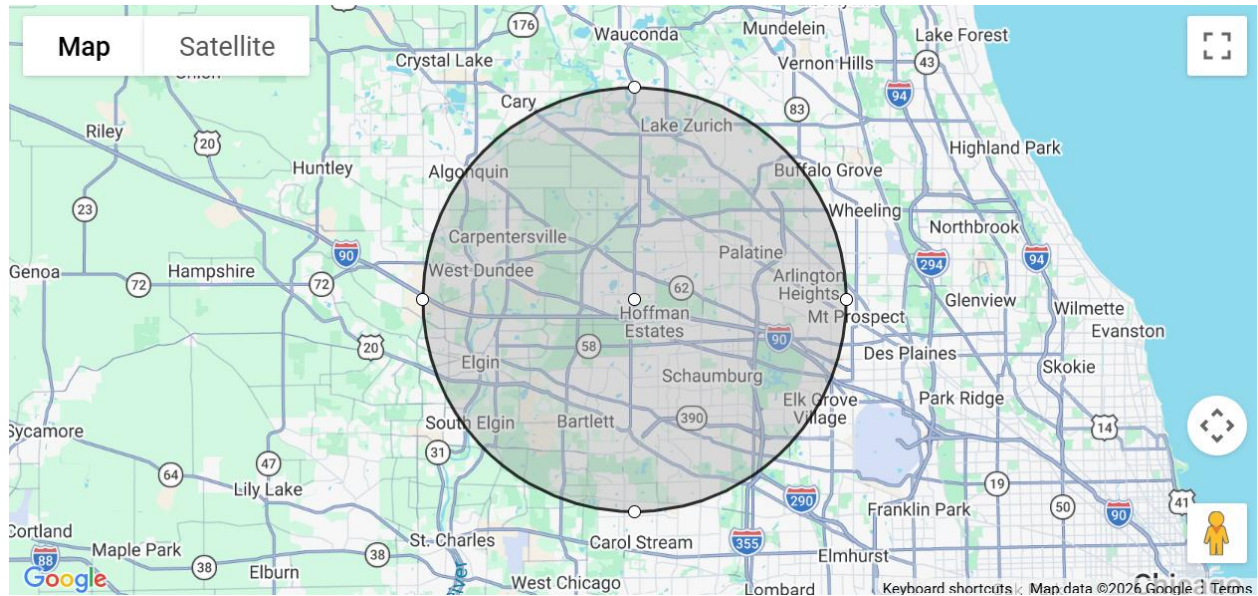
The proposed project will improve service to GSA residents by providing a localized, ophthalmology-focused surgical setting with sufficient capacity to meet current and projected need. The two operating rooms will allow the Applicant to accommodate existing ophthalmology surgical volume, support efficient scheduling, and reduce the need for patients to travel to other hospitals or surgery centers for procedures that can be safely and appropriately performed in an ASTC setting. These improvements are particularly important for patients with age-related eye conditions, mobility limitations, transportation challenges, or caregiver dependence, for whom distance and scheduling delays may create meaningful barriers to timely surgical care.

Based on the GSA zip code listing, patient origin data, and documented historical utilization supporting the project, the Applicant respectfully submits that the proposed ASTC satisfies the applicable criterion. The primary purpose of the project is to provide necessary ophthalmology surgical services to residents of the GSA in which the facility will be located, and the project will do so without relying on speculative demand.

ATTACHMENT 25

Non-Hospital Based Ambulatory Services to GSA Residents - 1110.235(C)(2)(B)

10-Mile Radius from 1585 N. Barrington Road, Hoffman Estates, IL 60169



ATTACHMENT 25
Non-Hospital Based Ambulatory Services to GSA Residents -
1110.235(C)(2)(B)

Zip Code	City	Population (2020 Census)
60169	Hoffman Estates	34,248
60195	Schaumburg	5,150
60194	Schaumburg	20,622
60193	Schaumburg	40,805
60107	Streamwood	39,535
60173	Schaumburg	13,764
60067	Palatine	39,324
60192	Schaumburg	16,550
60133	Hanover Park	37,494
60172	Roselle	24,560
60008	Rolling Meadows	22,760
60178	Sycamore	22,386
60120	Elgin	50,799
60157	Medinah	2,668
60103	Bartlett	41,740
60108	Bloomington	23,070
60007	Elk Grove Village	33,670
60005	Arlington Heights	30,221
60143	Itasca	11,214
60074	Palatine	37,705
60010	Barrington	46,365
60004	Arlington Heights	52,546
60118	Dundee	16,342
60191	Wood Dale	14,456
60139	Glendale Heights	33,196
60188	Carol Stream	43,053
60184	Wayne	2,326
60101	Addison	37,644
60123	Elgin	47,932

ATTACHMENT 25

Non-Hospital Based Ambulatory Surgery Service Demand - Establishment of an ASTC - 1110.235(C)(3)

The Applicant submits that the proposed ambulatory surgical treatment center is necessary to accommodate existing and projected demand for ophthalmology surgical services. Demand for the proposed ASTC is demonstrated by documented historical referrals and projected referrals based on established physician caseloads, patient origin information, and procedures currently being performed at existing IDPH-licensed hospitals and ambulatory surgical treatment facilities. The proposed project is therefore supported by existing patient need and physician referral patterns, rather than speculative or induced demand.

In support of this application, the Applicant has provided physician referral documentation from Neel S. Vaidya, M.D., on behalf of himself and the physicians in his practice at Chicago Cornea Consultants. The referral documentation identifies historical referrals for ophthalmology surgical services provided at existing IDPH-licensed hospitals and ambulatory surgical treatment facilities during the applicable period preceding submission of this application.

The historical referral information demonstrates that patients served by Chicago Cornea Consultants are already receiving ophthalmology surgical care at existing hospitals and ambulatory surgical treatment facilities. Those referral patterns confirm that the proposed project is intended to accommodate existing surgical demand already present in the community. The referral figures used to support projected utilization are drawn from qualifying historical referrals to IDPH-licensed hospitals and ambulatory surgical treatment facilities and reflect procedures that can be safely and appropriately performed in a lower-cost, specialized ASTC setting.

The Applicant's projected service demand is based on this historical referral base and does not exceed the referring physicians' experienced caseloads. The estimated number of treatments expected to be referred annually to the proposed ASTC is supported by the physician referral documentation and is limited to volume that the physicians have historically generated for the proposed ophthalmology surgical service. The Applicant is not relying on referrals to providers other than IDPH-licensed hospitals or ambulatory surgical treatment facilities to establish projected patient volume for purposes of this criterion.

The projected service demand also reflects the Applicant's intent to serve patients who already receive ophthalmology surgical care within the defined service area. Patient origin information submitted with the referral documentation demonstrates that the projected patient base is drawn substantially from the GSA and supports the conclusion that the proposed facility will primarily serve residents of the area in which it will be located. By establishing a dedicated ophthalmology-focused ASTC, the Applicant will provide an appropriate outpatient surgical setting for existing patients, improve access to localized ophthalmology surgery, and reduce reliance on hospital outpatient departments or other facilities for procedures that can be furnished safely and efficiently in an ASTC environment.

Based on the physician referral documentation, historical referral patterns, projected referrals, and patient origin information submitted with this application, the Applicant respectfully submits that the proposed ASTC is necessary to accommodate the service demand experienced by the Applicant and affiliated physicians. The Applicant further submits that the proposed project satisfies the applicable service demand criterion for establishment of an ASTC facility or additional ASTC service.

ATTACHMENT 25
Non-Hospital Based Ambulatory Surgery Service Demand -
Establishment of an ASTC - 1110.235(C)(3)



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Diseases and Surgery of the Eye
Cornea and External Diseases
Refractive Corneal Surgery

Randy J. Epstein, M.D.
Parag A. Majmudar, M.D.
Douglas S. Kaplan, M.D.
Maria E. Rosselson, M.D.
Rachel H. Epstein, M.D.
Neel S. Vaidya, M.D.
Charles A. Faron, O.D.
Marsha M. Malooley, O.D.
Tiffany M. Andrzejewski, O.D.

June 15, 2026

John P. Kniery
Board Administrator
Illinois Health Facilities and Services Review Board
525 W. Jefferson Street, Floor 2
Springfield, IL 62761

Re: Referral Letter- Barrington Road Surgery Center, LLC

Dear Mr. Kniery,

My name is Neel S. Vaidya, M.D. and I am an ophthalmologist affiliated with Chicago Cornea Consultants. This letter contains the referral documentation required per 77 Ill. Admin. Code Section 1110.235(c)(3)(A)-(B). During the 12 month period prior to submission of this letter, my colleagues and I from Chicago Cornea Consultants referred a total of 3,575 procedures to the following healthcare facilities:

Historical Caseload by Licensed setting:

Name of Healthcare Facility	Number of cases in past 12 months	Barrington Road Surgery Center, LLC
Hoffman Estates Surgery Center	1,450	1,450
Algonquin Road Surgery Center	340	0
Glenbrook Hospital	156	156
St. Alexius Medical Center	1,200	1,200
Niles Surgery Center	184	0
North Shore Surgical Center	245	0
Total	3,575	2,806

Based on my practice's historical referrals, we are anticipating referring at least 2,806 surgical cases in the first year of operation to Barrington Road Surgery Center, LLC. Enclosed with this letter is a list of patient origin by zip code of residence. All of the 3,575 procedures performed in the last 12 months have been performed in an Illinois licensed health care facility and at least 50% of those patient reside within the geographic service area.

806 Central Ave. • Suite 300 • Highland Park, IL 60035 • (847) 432-6010 • FAX: 432-8241
1585 Barrington Rd., Doctors Bldg. #2 • Suite 502 • Hoffman Estates, IL 60169 • (847) 882-5900 • FAX: 882-6028
Rush University Med. Center, 1725 W. Harrison St. • Suite 928 • Chicago, IL 60612 • (312) 942-5300 • FAX: 942-4045
Internet Address: www.chicagocornea.com

ATTACHMENT 25
Non-Hospital Based Ambulatory Surgery Service Demand -
Establishment of an ASTC - 1110.235(C)(3)



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Dedicated to the Art and Science of
Cornea and External Diseases
Refractive Corneal Surgery

Randy J. Epstein, M.D.
Parag A. Majmudar, M.D.
Douglas S. Kaplan, M.D.
Michael F. Rosenthal, M.D.
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Neel S. Vaidya, M.D.
Charles A. Faron, O.D.
Marsha M. Malooley, O.D.
Tiffany M. Andrzejewski, O.D.

Sincerely,

Neel S. Vaidya, M.D., MPH, MBA
Managing Member
Barrington Road Surgery Center, LLC

Physician's Signature

Date 6/17/26

Signature of Notary

Subscribed and sworn to before me this 17th day of June 2026



Seal

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1585 Barrington Rd., Doctors Bldg. #2 • Suite 502 • Hoffman Estates, IL 60169 • (847) 882-5900 • FAX: 882-6028
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Internet Address: www.chicagocornea.com

ATTACHMENT 25

Non-Hospital Based Ambulatory Surgery - Treatment Room Assessment 1110.235(C)(4)

The annual utilization expected of an ASTC is 1,500 hours per surgical or procedure room. The proposal for this facility is to establish 2 operating rooms, making the objective of demonstrating utilization in excess of 1,500 hours. Based upon documented historical utilization and a conservative projection of patient volume from proposed referrals, the Applicant anticipates that the proposed ASTC will meet and exceed the applicable utilization standard in its first year of operation and will continue to do so in subsequent years.

UTILIZATION					
	DEPARTMENT / SERVICE	HISTORICAL UTILIZATION (PATIENT DAYS) (TREATMENTS) ETC.	PROJECTED UTILIZATION	STATE STANDARD	MEET STANDARD?
YEAR 1	ASTC (Ophthalmology)	2,806 Procedures	1,858 Hours	>1,500 Hours	Yes
YEAR 2	ASTC (Ophthalmology)	2,806 Procedures	1,913 Hours	>1,500 Hours	Yes

The projected 2,806 procedures are derived exclusively from patients currently being served by Chicago Cornea Consultants and represent procedures that are already being performed across a variety of hospital and ambulatory surgical treatment facilities. In the last 12 months there have been 2,806 procedures from nearby hospitals or surgery centers in support of the project. These 2,806 procedures resulted in a total of 1,858 utilized surgical hours. This historical utilization demonstrates that the projected referrals represent only a portion of existing volume, rather than new or speculative demand. The historical procedures originate solely from nearby hospitals or surgical centers in support of this project.

The projected Year 1 utilization of 2,806 procedures equates to approximately 1,858 procedure hours, and with a conservative increase of 3% in Year 2 of operation there is expected to be 2,890 procedures performed which equates to approximately 1,913 procedure hours, based on the same average procedure time.

The utilization projections for this project are based on documented historical patient volume, reflect procedures already being performed in the community, and rely on conservative assumption of 3% growth from Year 1 to Year 2 of operation. The Applicant respectfully submits that the proposed project meets the applicable utilization standards by Year 1 of operation for one operating room, justifying the need for both rooms proposed by this project.

ATTACHMENT 25
Non-Hospital Based Ambulatory Surgery -
Treatment Room Assessment 1110.235(C)(4)

State Standard for One Operating Room (in hours)	1500
Proposed Facility Utilization (in minutes)	111458
Proposed Facility Utilization Year 1 (in hours)	1858
Total Projected Referrals in Year 1	2806
Total Projected Referrals in Year 2	2890
Operational Days	250
Average Hours of Operation	7.5
Total Available Procedure Hours (Per Operating Room)	1875
Number of Operating Rooms	2
First Year Proposed Procedures	2806
First Year Utilization (Operating Room 1)	80%
First Year Utilization (Operating Room 2)	19%
Second Year Proposed Procedures	2890
Second Year Utilization (Operating Room 1)	80%
Second Year Utilization (Operating Room 2)	22%

ATTACHMENT 25

Non-Hospital Based Ambulatory Surgery - Service Accessibility 1110.235(C)(6)

The Applicant submits that the proposed ASTC is necessary to improve access to ophthalmology surgical services for residents of the GSA. Although several IDPH-licensed ASTCs are located within the 10-mile GSA, many are focused on non-ophthalmology services, and the facilities that identify ophthalmology or laser eye services are multi-specialty or hospital-affiliated settings with competing demands for operating room time, staff, equipment, and scheduling capacity.

The IDPH-licensed ASTCs identified within the GSA include:

- Hoffman Estates Surgery Center, located 0.1 miles from the proposed site;
- Schaumburg Surgery Center, LLC, located 2.2 miles from the proposed site;
- Specialty Surgicare Ltd., located 2.9 miles from the proposed site;
- Ashton Center for Day Surgery, located 4.7 miles from the proposed site;
- Illinois Hand & Upper Extremity Center, located 8.3 miles from the proposed site;
- Barrington Pain and Spine Institute, located 8.9 miles from the proposed site;
- Northwest Endo Center LLC, located 9.0 miles from the proposed site;
- Northwest Surgicare, located 9.1 miles from the proposed site; and
- Northwest Community Day Surgery Center, located 9.2 miles from the proposed site.

The service inventory reflects that several of these facilities focus on orthopedic, pain management, podiatry, gastroenterology, or other non-ophthalmology services, while only a limited number identify ophthalmology or laser eye services among multiple other specialties. This facility distribution supports the need for the proposed project under the Service Accessibility criterion. These facilities do not provide the same access benefit as a dedicated ophthalmology-focused ASTC because available operating room time must be allocated across multiple specialties, staffing models, equipment needs, and scheduling priorities.

The proposed project also addresses the limited practical availability of specific ophthalmology procedures within the GSA. Certain procedures, including removal of eye lesions, revisions of the iris, and goniotomy procedures, require specialized instrumentation, trained ophthalmology surgical staff, and reliable access to appropriately configured operating room time. Existing multi-specialty surgical environments within the GSA do not consistently provide the dedicated ophthalmology infrastructure necessary to support these procedures efficiently. As a result, patients requiring these services may be referred to other facilities or hospital outpatient settings, increasing travel burdens, scheduling delays, and cost of care.

Hospital surgical and treatment rooms used for ophthalmology procedures are also subject to competing demands from multiple specialties and higher-acuity cases. Even where nominal surgical capacity exists, effective access for ophthalmology surgery may be constrained by the need to share operating rooms, staff, equipment, and scheduling blocks across service lines. The proposed ASTC will address these operational access limitations by establishing a single-specialty outpatient surgical setting designed specifically for ophthalmology procedures.

The Applicant also notes that Ascension Saint Alexius, which is home to Saint Alexius Medical Center and Hoffman Estates Surgery Center, has expressed support for the establishment of a single-specialty, two-operating-room ophthalmology ASTC. That support is consistent with the Applicant's position that the proposed project will address access limitations without creating unnecessary duplication of services.

ATTACHMENT 25
Non-Hospital Based Ambulatory Surgery -
Service Accessibility 1110.235(C)(6)

The proposed ASTC will improve service accessibility by providing dedicated ophthalmology surgical capacity within the GSA. The project will allow patients who already require ophthalmology surgical care to receive appropriate services in a focused ASTC environment, rather than relying on multi-specialty or hospital-based settings that may not offer the same procedure mix, scheduling availability, or operational efficiency. Based on the facility inventory, the limited number of ophthalmology-capable facilities within the GSA, the multi-specialty nature of those facilities, and the specific ophthalmology procedures to be provided by the Applicant, the Applicant respectfully submits that the proposed project satisfies the Service Accessibility criterion.

ATTACHMENT 25
Non-Hospital Based Ambulatory Surgery -
Unnecessary Duplication/Maldistribution, Impact on Area Providers -
1110.235(C)(7)(A)-(C)

The Applicant submits that the proposed ambulatory surgical treatment center ("ASTC") will not result in unnecessary duplication of services within the Geographic Service Area ("GSA"). The GSA consists of zip code areas located within a 10-mile radius of the proposed project site at 1585 N. Barrington Road, Hoffman Estates, Illinois, as defined by the applicable Board methodology. The GSA includes a substantial population base across Hoffman Estates and surrounding northwest suburban communities, and the proposed project is designed to address documented ophthalmology surgical demand generated by the Applicant's physicians and affiliated practice.

The facility inventory identifies several IDPH-licensed ASTCs within approximately 10 miles of the proposed site, including Hoffman Estates Surgery Center, Schaumburg Surgery Center, Specialty Surgicare Ltd., Ashton Center for Day Surgery, Northwest Surgicare, Illinois Hand & Upper Extremity Center, Northwest Community Day Surgery Center, Northwest Endo Center LLC, and Barrington Pain and Spine Institute. Many of these facilities are focused on services other than ophthalmology, including orthopedic, pain management, podiatry, gastroenterology, cardiovascular, general surgery, OB/Gynecology, oral/maxillofacial, otolaryngology, plastic surgery, and urology services. Only a limited number identify ophthalmology or laser eye services among their service lines.

The proposed project does not duplicate a dedicated single-specialty ophthalmology ASTC within the GSA. Hoffman Estates Surgery Center identifies ophthalmology among numerous other specialties, including general surgery, OB/Gynecology, orthopedic, otolaryngology, pain management, plastic surgery, podiatry, and urology. Northwest Surgicare identifies laser eye surgery and ophthalmology among multiple surgical specialties. Northwest Community Day Surgery Center identifies ophthalmology within a broad multi-specialty surgical service mix that includes cardiovascular, gastroenterology, general surgery, OB/Gynecology, oral/maxillofacial, orthopedic, otolaryngology, pain management, plastic surgery, podiatry, and urology services. These facilities provide important surgical services in the GSA, but they do not provide the same access benefit as a single-specialty, ophthalmology-focused ASTC dedicated to the Applicant's projected case volume.

The proposed project is further supported by Ascension Saint Alexius, which is affiliated with Saint Alexius Medical Center and Hoffman Estates Surgery Center. Hoffman Estates Surgery Center is the closest existing ASTC to the proposed site and currently identifies ophthalmology among several other surgical service lines. Ascension Saint Alexius has expressed support for the establishment of the proposed single-specialty, two-operating-room ophthalmology ASTC. In connection with that support, Hoffman Estates Surgery Center is expected to cease performing ophthalmology procedures and backfill that operating room capacity with other surgical procedures. This planned transition further supports the Applicant's position that the proposed project will not unnecessarily duplicate existing ophthalmology capacity within the GSA.

The HFSRB 2024 ASTC data confirms that the suburban Cook/DuPage ambulatory surgery market is large and active, with HSA 7 reporting 54 ASTCs, 236,832 patients, and 222,876 procedures in 2024. These data support the appropriateness of ophthalmology procedures in an ASTC setting, but they do not show that the GSA has a dedicated single-specialty ophthalmology ASTC comparable to the proposed project.

The proposed project therefore addresses a distinct access need: reliable outpatient surgical capacity for ophthalmology procedures supported by existing physician referral patterns. The Applicant's projected utilization is based on documented historical referrals and patient origin information, rather than speculative or induced demand. The proposed ASTC is expected to accommodate cases already being performed at nearby hospitals and ambulatory surgical treatment facilities, including cases that can be safely and appropriately performed in a specialized outpatient setting.

ATTACHMENT 25
Non-Hospital Based Ambulatory Surgery -
Unnecessary Duplication/Maldistribution, Impact on Area Providers -
1110.235(C)(7)(A)-(C)

The proposed project also will not result in maldistribution of services. Existing ASTCs within the GSA are generally multi-specialty facilities or facilities focused on other service lines, and ophthalmology is not the principal service at most of the identified facilities. The addition of two ophthalmology-dedicated operating rooms is appropriately scaled to the Applicant's documented projected utilization and to the need for localized ophthalmology surgical capacity.

The proposed project is not expected to have an adverse impact on existing providers. Within 24 months of project completion, the proposed ASTC is not expected to lower utilization of other area providers below applicable utilization standards or further reduce utilization at facilities already operating below those standards. The projected case volume is drawn from existing cases currently being performed across a mix of hospitals and surgical facilities, rather than from a plan to shift a disproportionate volume of cases away from any single existing ASTC. The Applicant's projections do not rely on redirecting patients from multiple competing ASTCs in the GSA. Instead, the project will allow ophthalmology cases generated by the Applicant's physicians and affiliated practice to be performed in a dedicated ophthalmology setting while existing multi-specialty providers continue to use their capacity for other surgical services.

The proposed ASTC will complement, rather than displace, existing providers. Hospital outpatient departments and multi-specialty ASTCs remain important parts of the surgical care delivery system, but ophthalmology cases often require specialized equipment, staff familiarity, and reliable operating-room scheduling. By establishing a dedicated ophthalmology ASTC, the Applicant will create appropriately scaled capacity for existing demand, improve access for GSA residents, and avoid unnecessary reliance on higher-cost or less specialized surgical settings.

For these reasons, the Applicant respectfully submits that the proposed project will not result in unnecessary duplication, maldistribution, or an adverse impact on area providers. The project is supported by documented existing demand, a substantial GSA population base, a facility inventory showing limited dedicated ophthalmology capacity, and support from a nearby existing provider.

ATTACHMENT 25
Non-Hospital Based Ambulatory Surgery -
Unnecessary Duplication/Maldistribution, Impact on Area Providers -
1110.235(C)(7)(A)-(C)



Dr. Parag Majmudar
Chicago Cornea Consultants
806 Central Ave, Suite 300
Highland Park, IL 60035

October 17, 2024

Dr. Majmudar,

I would like to inform you that Ascension Saint Alexius is in support of Chicago Cornea's proposed initiative to file a CON for a single specialty (ophthalmology) 2 OR ASC at 1585 Barrington Rd Bldg 2 Ste 502, Hoffman Estates, IL 60169. As proposed, these two operating rooms, single speciality ASC, could enhance and promote cost effective healthcare services for the Hoffman Estates community, including, the underserved and impoverished.

Please let me know if you have any questions.

Regards,

A handwritten signature in cursive script that reads 'Roxann Barber'.

Roxann Barber
President & CEO
Ascension Saint Alexius Hospital

Ascension Saint Alexius
1555 Barrington Road
Hoffman Estates, IL 60169

847-490-6901
ascension.org

ATTACHMENT 25
Non-Hospital Based Ambulatory Surgery -
Unnecessary Duplication/Maldistribution, Impact on Area Providers -
1110.235(C)(7)(A)-(C)

Facility	Distance from ASTC	Services
Hoffman Estates Surgery Center 1555 Barrington Road DOB3, Suite 0400 Hoffman Estates, IL 60169	0.1 miles	-General Surgery -OB/Gynecology -Ophthalmology -Orthopedic -Otolaryngology -Pain Management -Plastic Surgery -Podiatry -Urology
Schaumburg Surgery Center, LLC 929 W. Higgins Road Schaumburg, IL 60195	2.2 miles	-Orthopedic -Pain Management -Podiatry
Specialty Surgicare Ltd. 500 W. Golf Road, Suite 102 Schaumburg, IL 60195	2.9 miles	-Orthopedic -Pain Management
Ashton Center for Day Surgery 1800 McDonough Road, Suite 100 Hoffman Estates, IL 60192	4.7 miles	-Orthopedic -Otolaryngology -Pain Management -Plastic Surgery -Podiatry
Northwest Surgicare 1100 W. Central Road Arlington Heights, IL 60005	9.1 miles	-General Surgery -Laser Eye Surgery -Neurological -Ophthalmology -Orthopedic -Otolaryngology -Pain Management -Plastic Surgery -Podiatry
Illinois Hand & Upper Extremity Center 515 W. Algonquin Road Arlington Heights, IL 60005	8.3 miles	-Orthopedic
Northwest Community Day Surgery Center 675 W. Kirchoff Road Arlington Heights, IL 60005	9.2 miles	-Cardiovascular -Gastroenterology -General Surgery -OB/Gynecology -Ophthalmology -Oral/Maxillofacial -Orthopedic -Otolaryngology -Pain Management -Plastic Surgery -Podiatry -Urology
Northwest Endo Center LLC 1415 S. Arlington Heights Road Arlington Heights, IL 60005	9.0 miles	-Gastro-Intestinal procedures
Barrington Pain and Spine Institute 600 Hart Road, Suite 300 Barrington, IL 60010	8.9 miles	-Orthopedic -Podiatry -Pain Management procedures

ATTACHMENT 25

Non-Hospital Based Ambulatory Surgery - Staffing - 1110.235(C)(8)

The Applicant has considered the projected case volume, proposed two-operating-room configuration, and anticipated scope of outpatient ophthalmology surgical services, the Applicant anticipates staffing the facility with four registered nurses, two receptionists, two ASTC scrub technicians, four medical assistants/technicians, and three business office personnel.

The proposed staffing model is intended to support safe and efficient daily operations, including pre-operative patient intake, operating room support, post-anesthesia recovery, sterile processing coordination, patient discharge, scheduling, billing, medical records, and general business office functions. The Applicant will finalize staffing levels before licensure and opening to ensure compliance with applicable Illinois ASTC licensure requirements and the staffing standards of The Joint Commission or another nationally recognized accrediting body, as applicable.

The Applicant will require all clinical personnel to meet applicable licensure, certification, credentialing, competency, training, and continuing education requirements before providing patient care. Registered nurses will be appropriately licensed and trained for perioperative and recovery responsibilities. The Applicant will also implement policies and procedures to ensure that staffing remains appropriate to patient volume, case mix, hours of operation, and applicable patient safety requirements.

Medical direction for the proposed ASTC will be provided by Parag A. Majmudar, M.D., who is expected to serve as Medical Director. Dr. Majmudar is a fellowship-trained corneal and refractive surgery specialist and board-certified ophthalmologist. He practices in Hoffman Estates, Chicago, and Highland Park, and serves as Chief Executive Officer of Chicago Cornea Consultants, Ltd., where he practices cataract, corneal, and refractive surgery. Dr. Majmudar also serves as Professor of Ophthalmology at Rush University in Chicago.

As Medical Director, Dr. Majmudar will provide clinical oversight for ophthalmology surgical services performed at the proposed ASTC. His responsibilities are expected to include oversight of clinical policies, credentialing and privileging, quality assurance and performance improvement, peer review, patient safety, infection control coordination, and compliance with applicable professional standards for ophthalmology surgical care. The Applicant submits that Dr. Majmudar's board certification, specialty training, clinical experience, and leadership role in ophthalmology satisfy the recommended professional qualifications for medical direction of the proposed ASTC service.

ATTACHMENT 25

Non-Hospital Based Ambulatory Surgery - Charge Commitment 1110.235(C)(9)

A list of the relevant CPT codes, procedures, and charges for the proposed ASTC is included below. In submitting this information, the Applicant verifies that it will not increase these charges for a minimum of 24 months.

Procedure codes and Max Charges		
CPT Code	Max Charge	Name of Procedure
11200	\$ 1,500	removal skin tags up to 15
65091	\$ 15,000	evisceration ocular contents w/o implant
65093	\$ 15,000	evisceration ocular contents w/ implant
65101	\$ 15,000	enucleation of eye w/o implant
65103	\$ 15,000	enucleation eye implt muscl x attached implt
65105	\$ 15,000	enucleation eye implt muscl attached implt
65275	\$ 9,800	repair lac corneal nonperforating
65286	\$ 4,000	repair lac appl tissue glue wound cornea/sclera
65400	\$ 6,500	Excision of lesion, corneal (keratectomy, laminar/partial)
65420	\$ 6,500	Excision/transposition pterygium w/o graft
65426	\$ 6,500	Excision/transposition pterygium w/ graft
65430	\$ 4,000	Cornea scraping diagnostic smear & culture
65435	\$ 4,000	Removal corneal epithelium w/wo chemocauterization
65436	\$ 6,500	Removal corneal epithelium w/ appl chelating agent
65710	\$ 16,000	Keratoplasty anterior lamellar
65730	\$ 16,000	Keratoplasty penetrating except aphakia/pseudophakia
65750	\$ 16,000	Keratoplasty penetrating aphakia
65755	\$ 16,000	Keratoplasty penetrating pseudophakia
65760	\$ 9,800	Revision of cornea
65767	\$ 9,800	corneal tissue transplant
65772	\$ 6,500	crnl relaxing inc corrj surgically induced astigmatism
65820	\$ 5,000	Goniotomy
65850	\$ 9,500	Trabeculotomy ab externo
65855	\$ 3,000	Trabeculoplasty by laser surgery
65860	\$ 4,000	Severing adhesions anterior segment laser SPX
65865	\$ 6,000	Severing ads ant seg incal tx spx goniosynechia
65870	\$ 9,800	severing and ant seg incal spx anterior synechia
65875	\$ 9,800	severing and ant seg incal spx posterior synechia
65900	\$ 6,500	Rmvl epithelial downgrowth ant chamber eye
65920	\$ 8,500	Rmvl implanted material anterior segment eye
65930	\$ 9,500	Rmvl blood clot anterior segment eye
66150	\$ 9,000	Fstlj sclera glaucoma trephine w/ iridectomy
66155	\$ 9,000	Fstlj sclera glaucoma thermocaut iridec

ATTACHMENT 25
Non-Hospital Based Ambulatory Surgery -
Charge Commitment - 1110.235(C)(9)

66160	\$ 9,000	Fstlj sclera scerectomy punch/scissors iridect
66170	\$ 9,000	Fstlj sclera glaucoma trabeculectab externo
66172	\$ 9,000	Fstlj Sclera glc trbec ab externo scarring
66174	\$ 5,000	Transluminal dilation of aqueous outflow without retention of stent/device
66175	\$ 8,000	Transluminal dilation of aqueous outflow with retention of stent or device
66180	\$ 15,000	Aqueous Shunt Extraocular Reservoir
66185	\$ 15,000	Revision Aqueous Shunt Extraocular Reservoir
66250	\$ 6,500	Rev/rpr operative wound anterior segment
66680	\$ 9,800	repair iris ciliary body
66682	\$ 9,800	suture iris ciliary body spx retrieval suture
66710	\$ 6,000	Ciliary body dstlj cyclophotocoag transscleral
66761	\$ 2,000	iridotomy/iridectomy laser surg per session
66821	\$ 3,000	Dissection of secondary membranous cataract
66825	\$ 9,800	reposition of lens
66840	\$ 12,500	removal of lens material
66982	\$ 10,100	Extracapsular cataract removal ins lens prostheses 1 stage
66984	\$ 10,100	Cataract removal insertion of lens
66986	\$ 10,100	exchange lens prosthesis
67031	\$ 2,000	Laser surgery strands
67400	\$ 10,100	Orbitotomy W/O Bone flap expl w/wo biopsy
67405	\$ 10,100	Orbitotomy W/O bone flap expl w/drainage only
67412	\$ 10,100	Orbitotomy W/O bone flap w/ removal lesion
67413	\$ 10,100	Orbitotomy W/O bone flap w/ removal foreign body
67414	\$ 14,100	Orbitotomy W/O bone flap w/ removal bone decompression
67415	\$ 7,000	Fine needle aspiration orbital contents
67500	\$ 4,100	Retrobulbar injection medication
67505	\$ 4,000	Retrobulbar injection alcohol
67515	\$ 3,500	Injection medication/other substance tenon capsule
67550	\$ 14,500	Orbital implant insertion
67560	\$ 10,100	Orbital implant removal/revision
67700	\$ 4,000	Blepharotomy drainage abscess eyelid
67710	\$ 3,800	Severing tarsorrhaphy
67715	\$ 7,000	Canthotomy separate procedure
67800	\$ 4,100	Excision chalazion single
67801	\$ 4,100	Excision chalazion multiple same lid
67805	\$ 4,100	excision chalazion multiple different lids

ATTACHMENT 25
Non-Hospital Based Ambulatory Surgery -
Charge Commitment - 1110.235(C)(9)

67810	\$ 4,600	Incisional biopsy eyelid skin and lid margin
67820	\$ 3,600	Correction trichiasis epilation forceps only
67825	\$ 3,600	Correction trichiasis epilation oth/than forceps
67830	\$ 4,600	Correction trichiasis incision lid margin
67835	\$ 6,600	Corrj trichiasis inc lid margin w/fr muc memb graft
67840	\$ 4,600	Excision eyelid lesion w/o closure or with simple direct closure
67850	\$ 4,000	Destruction lesion lid margin </1 cm
67875	\$ 4,100	Temporary closure eyelids suture
67880	\$ 6,500	Constj intermargin adhes/tarsorrh/canthorrhaphy
67882	\$ 7,300	Constj intermargin adhes/tarsorrh/canthorr w/ trpos
67900	\$ 6,500	Repair brow ptosis
67901	\$ 7,000	Rpr blepharoptosis frontalis musc sutr/oth material
67902	\$ 7,000	Rpr blepharoptosis frontalis muscle autologous fascial sling
67903	\$ 7,000	Rpr blepharoptosis levator resc/advancement internal
67904	\$ 7,000	Rpr blepharoptosis levator resc/advancement external
67906	\$ 6,700	Rpr blepharoptosis superior rectus fascial sling
67908	\$ 7,000	Rpr blepharoptosis conjunctivo-tarso-musc-levator resection
67909	\$ 7,300	Repair overcorrection ptosis
67911	\$ 7,300	Correction lid retraction
67914	\$ 7,300	Repair ectropion suture
67915	\$ 7,300	Repair ectropion thermocauterization
67916	\$ 7,300	Repair ectropion tarsal wedge
67917	\$ 7,300	Repair ectropion extensive
67921	\$ 7,300	Repair entropion suture
67922	\$ 7,300	Repair entropion thermocauterization
67923	\$ 7,300	Repair entropion tarsal wedge
67924	\$ 7,300	Repair entropion extensive
67930	\$ 7,300	Suture wnd eyelid/margin/tarsus/conj prtl thickness
67935	\$ 7,300	Suture wnd eyelid/margin/tarsus/conj full thickness
67938	\$ 3,500	Removal embedded foreign body eyelid
67950	\$ 7,300	Canthoplasty
67961	\$ 7,300	Excision & Repair Eyelid >one fourth lid margin
67966	\$ 7,300	Excision & Repair Eyelid one fourth lid margin
67971	\$ 10,800	Rcnstj eyelid full thickness </two thirds 1 stg
67973	\$ 10,800	recnstj eyelid full thickness lower eyelid 1 stage
67974	\$ 10,800	recnstj eyelid full thickness upper eyelid 1 stage
67975	\$ 7,500	recnstj eyelid full thickness second stage

ATTACHMENT 25
Non-Hospital Based Ambulatory Surgery -
Charge Commitment - 1110.235(C)(9)

67999	\$ 2,900	Revision of eyelid
68020	\$ 7,300	Incision conjunctiva drainage of cyst
68040	\$ 4,000	Expression conjunctival follicles
68100	\$ 4,000	Biopsy conjunctiva
68110	\$ 6,100	Excision lesion conjunctiva <1cm
68115	\$ 7,300	Excision lesion conjunctiva >1cm
68130	\$ 6,500	Excision lesion conjunctiva adjacent sclera
68135	\$ 3,800	Destruction lesion conjunctiva
68200	\$ 3,800	Subconjunctival injection
68320	\$ 6,900	Conjunctivoplasty w/grf/extensive rearrangement
68325	\$ 10,000	Conjunctivoplasty w/buccal muc memb graft
68326	\$ 10,000	Cjp reconcul-de-sac w/buccal grf/xtensiv rearrangement
68328	\$ 10,000	Conjunctivoplasty cul-de-sac w/ buccal muc memb graft
68330	\$ 9,400	Rpr symblepharon conjunctivoplasty w/o graft
68335	\$ 10,000	Rpr symblepharon fr grf conjc/buccal muc memb graft
68340	\$ 6,900	Rpr & div symblepharon w/wo conform/contact lens
68360	\$ 9,000	Conjunctival flap bridge/partial spx
68362	\$ 9,000	Conjunctival flap total
68371	\$ 6,000	Harvesting conjunctival allography living donor
68399	\$ 3,200	Eyelid lining surgery
68400	\$ 4,100	Incision drainage lacrimal gland
68420	\$ 7,300	Incision drainage lacrimal sac
68440	\$ 4,100	Snip incision lacrimal puncta
68510	\$ 9,800	Biopsy lacrimal gland
68520	\$ 9,800	Excision lacrimal sac
68525	\$ 6,800	Biopsy lacrimal sac
68530	\$ 6,800	Removal fb/dacryolith lacrimal passages
68700	\$ 10,800	Plastic repair canaliculi
68705	\$ 4,100	Correction everted punctum cautery
68720	\$ 10,800	Dacryocystorhinostomy
68745	\$ 10,800	Conjunctivorhinostomy w/o tube
68750	\$ 10,800	Conjunctivorhinostomy ins tube/stent
68760	\$ 4,100	CLSR lacrimal punctum thermocautery
68761	\$ 4,100	CLSR lacrimal punctum plug each
68801	\$ 4,100	dilation lacrimal punctum w/wo irrigation
68810	\$ 4,000	Probe nasolacrimal duct w/wo irrigation
68811	\$ 7,400	Probe nasolacrimal duct w/wo irrigation requiring gen anes

ATTACHMENT 25
Non-Hospital Based Ambulatory Surgery -
Charge Commitment - 1110.235(C)(9)

68815	\$ 7,300	Probe nasolacrimal duct w/wo irrigation insj tube/stnt
68840	\$ 4,600	Probe lacrimal canaliculi w/wo irrigation
68850	\$ 3,800	Injection contrast medium dacryocystography
68899	\$ 2,900	Tear duct system surgery

ATTACHMENT 25
Non-Hospital Based Ambulatory Surgery -
Charge Commitment 1110.235(C)(9)



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Diseases and Surgery of the Eye
Cornea and External Diseases
Refractive Corneal Surgery

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Tiffany M. Andrzejewski, O.D.

June 15, 2026

John P. Kniery
Board Administrator
Illinois Health Facilities and Services Review Board
525 W Jefferson Street, Floor 2
Springfield, IL 62761

Re: Barrington Road Surgery Center, LLC- Charge Commitment

Dear Mr. Kniery:

As a representative of Barrington Road Surgery Center, LLC, I, Neel S. Vaidya, M.D., hereby attest that a peer review program exists or will be implemented that evaluates whether patient outcomes are consistent with quality standards established by professional organizations for ASTC services, and if outcomes do not meet or exceed those standards, that a quality improvement plan will be initiated.

Furthermore, I hereby attest that in order to meet the objects of the Illinois Health Facilities Planning Act, which are to improve the financial ability of the public to obtain necessary health services; and to establish an orderly and comprehensive health care delivery system that will guarantee the availability of quality health care to the general public; and cost containment and support for safety net services, that we have enclosed a list of CPT codes and a proposed fee schedule. We hereby commit that the charges will not increase, at a minimum, for the first 2 years of operation unless a permit is first obtained pursuant to 77 Ill. Admin. Code §1130.310(a).

Sincerely,

Neel S. Vaidya, M.D., MPH, MBA
Managing Member
Barrington Road Surgery Center, LLC

806 Central Ave. • Suite 300 • Highland Park, IL 60035 • (847) 432-6010 • FAX: 432-8241
1585 Barrington Rd., Doctors Bldg. #2 • Suite 502 • Hoffman Estates, IL 60169 • (847) 882-5900 • FAX: 882-6028
Rush University Med. Center, 1725 W. Harrison St. • Suite 928 • Chicago, IL 60612 • (312) 942-5300 • FAX: 942-4045
Internet Address: www.chicagocornea.com

ATTACHMENT 25
Non-Hospital Based Ambulatory Surgery -
Assurances 1110.235(C)(10)



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June 15, 2026

John P. Kniery
Board Administrator
Illinois Health Facilities and Services Review Board
525 W Jefferson Street, Floor 2
Springfield, IL 62761

Re: Barrington Road Surgery Center, LLC -Assurances

Dear Mr. Kniery:

As a representative of Barrington Road Surgery Center, LLC, I, Neel S. Vaidya, M.D., hereby attest that the Applicant's full anticipation that, by the end of the second year following the proposed ambulatory surgical treatment center's opening, the proposed facility will operate at or in excess of the utilization standards identified in 77 Ill. Admin. Code §1110, Appendix B

Sincerely,

Neel S. Vaidya, M.D., MPH, MBA
Managing Member
Barrington Road Surgery Center, LLC

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ATTACHMENT 34

Availability of Funds

The total estimated project cost is \$8,930,966 and \$5,868,223 of that amount is attributable to construction and equipment purchases. The balance of the project cost is related to the leasing costs for the new facility. The Applicant will fund the project costs with cash and a loan from JPMorgan Chase Bank. The Applicant has sufficient internal resources to fund the cash portion of the project and a letter of commitment from JPMorgan Chase Bank is enclosed to evidence his/her ability to obtain financing for the remainder of the project costs.

ATTACHMENT 34 Availability of Funds



June 19th 2026

To whom it may concern,

Barrington Road Surgery Center consultants have submitted a request for a Certificate of Need for a new surgical center to be located in Arlington Heights, IL.

The project will require financing of approximately \$5,000,000. Should the Illinois Health Facilities and Services Review Board approve the request, Chase Business Bank, conditional to the subsequent review of the relevant financials and underwriting approval, is prepared to extend the appropriate funds.

Please let me know if you have any further questions.

Sincerely,

Antonia Coffey

A handwritten signature in cursive script that reads "Antonia Coffey".

Vice President

Senior Business Relationship Manager

847-371-3376

JPMORGAN CHASE BANK, N.A.

ATTACHMENT 34 Availability of Funds



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June 15, 2026

John P. Kniery
Board Administrator
Illinois Health Facilities and Services Review Board
525 W Jefferson Street, Floor 2
Springfield, IL 62761

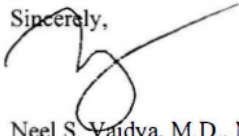
Re: Barrington Road Surgery Center, LLC
III. Admin. Code Section 1120.120(a) Available Funds Certification
III. Admin. Code Section 1120.140(a) Reasonableness of Financing Arrangements

Dear Mr. Kniery:

As representative of Barrington Road Surgery Center, LLC, I, Neel S. Vaidya, M.D., hereby attest that the project costs will be \$8,930,966. The Applicants will fund the entirety of the construction of the project and the necessary working capital and operating deficits through the first full fiscal year. The Applicant will fund these costs with a loan from a financial institution and existing cash. The Applicant has sufficient and readily accessible internal resources to fund the obligation required by the project.

I further certify that our analysis of the funding options for this project reflected that the funding strategy outlined herein is the lowest net cost option available.

Sincerely,


Neel S. Vaidya, M.D., MPH, MBA
Managing Member
Barrington Road Surgery Center, LLC

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ATTACHMENT 36 Financial Viability



June 19th 2026

To whom it may concern,

Barrington Road Surgery Center consultants have submitted a request for a Certificate of Need for a new surgical center to be located in Arlington Heights, IL.

The project will require financing of approximately \$5,000,000. Should the Illinois Health Facilities and Services Review Board approve the request, Chase Business Bank, conditional to the subsequent review of the relevant financials and underwriting approval, is prepared to extend the appropriate funds.

Please let me know if you have any further questions.

Sincerely,

Antonia Coffey

A handwritten signature in cursive script that reads "Antonia Coffey".

Vice President
Senior Business Relationship Manager
847-371-3376
JPMORGAN CHASE BANK, N.A.

ATTACHMENT 37

Economic Feasibility

Project Operating Costs and Total Effect of the Project on Capital Costs

Projected Operating Costs

The Applicant has prepared projected operating cost information for the first full fiscal year at target utilization, using Year 2 of the project pro forma.

The projected direct annual operating costs for the proposed ASTC consist of salaries, employee benefits, and medical supplies. The pro forma projects Year 2 salaries of \$960,750, employee benefits of \$220,972, and medical supplies of \$731,612.50. Based on these figures, total projected direct annual operating costs are \$1,913,335.

Dividing projected direct annual operating costs of \$1,913,335 by projected Year 2 procedure volume of 5,662 procedures results in a projected direct operating cost of approximately **\$337.94 per procedure**.

Total Effect of the Project on Capital Costs

The Applicant has also prepared projected annual capital cost information for the first full fiscal year at target utilization, using Year 2 of the project pro forma. The pro forma projects Year 2 depreciation expense of \$126,017.46, Year 2 interest expense of \$274,690, and Year 2 rent expense of \$154,500.

Based on these amounts, total projected annual capital costs are \$555,207. Dividing total projected annual capital costs of \$555,207 by projected Year 2 procedure volume of 5,662 procedures results in a projected annual capital cost of approximately **\$98.06 per procedure**.

ATTACHMENT 37 Economic Feasibility Cost and GSF by Service

Pursuant to Illinois Administrative Code Section 1120 Appendix A (a)(3), a project's cost must be at or below the RS Means for the new construction of an ASTC. At the time of this application, the RS Means for the new construction of an ASTC in this area of the state is \$510.27 per GSF. This project is slated to be completed in the 4th quarter of 2027 and the applicable RS Means standard is \$510.27 per GSF. The proposed cost per GSF for this project is \$445.18, and thus this project meets the Board's criteria.

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (List below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Sq. Ft. New	Mod.	Gross Sq. Ft. New	Circ.*	Gross Sq. Ft. Mod.	Circ.*	Const. \$ (A x C)	Mod. \$ (B x E)	
Ophthalmology	\$411.52	-	6,685	-	-	-	\$2,751,030	-	\$2,751,030
Contingency	\$33.66	-	6,685	-	-	-	\$225,000	-	\$225,000
TOTALS	\$445.18	-	6,685	-	-	-	\$2,976,030	-	\$2,976,030
* Include the percentage (%) of space for circulation									

ATTACHMENT 37 **Economic Feasibility** **Proforma**

Barrington Road Surgery Center, LLC	
Projected Opening Balance Sheet	
Assets	Amount
Cash / Working Capital	\$400,000
Real Estate / Improvement Costs	\$1,324,478
ASC Tenant Improvement / Construction Costs	\$3,150,000
Equipment and Furnishings	\$78,500
Soft Costs	\$325,000
Total Assets	\$5,277,978
Liabilities and Members' Equity	Amount
Long-Term Debt / Capital Borrowed	\$4,390,180
Members' Equity / Cash Contribution	\$887,798
Total Liabilities and Members' Equity	\$5,277,978

ATTACHMENT 37

Economic Feasibility

Proforma

Profit and Loss Statement	Year 2
Operating Revenue	
Total Operating Revenue	\$4,856,258
Medical Supplies	\$731,613
Contribution Margin	\$4,124,646
Depreciation	\$126,017
Employee Benefits	\$220,972
Insurance	\$30,900
Interest	\$274,690
Legal and Accounting	\$15,450
SYT Surgical Management Fee	\$120,000
Office Supplies	\$8,240
Other Expenses	\$77,250
Rent	\$154,500
Repairs and Maintenance	\$15,450
Salaries	\$960,750
Telephone	\$5,150
Utilities	\$61,800
Total Fixed Expenses	\$2,071,170
Total Operating Expenses	\$2,802,783
Net Income Before Taxes	\$2,053,475

ATTACHMENT 38

Safety Net Impact Statement

Barrington Road Surgery Center, LLC is a newly formed entity established for the purpose of developing and operating the proposed ambulatory surgical treatment center ("ASTC"). As a new entity, Barrington Road Surgery Center, LLC does not have independent historical operating data, charity care data, or Medicaid utilization data for the three fiscal years preceding submission of this application. Accordingly, there is no historical charity care or Medicaid utilization attributable to the Applicant entity itself.

The Applicant anticipates that the proposed project will have a positive material impact on essential safety net services in the community and will not adversely affect access to care for underserved populations. The proposed ASTC will expand access to outpatient ophthalmology surgical services in the Hoffman Estates area and within the defined geographic service area. Ophthalmology conditions such as cataracts, glaucoma, diabetic eye disease, macular degeneration, and other age-related eye conditions can affect vision, mobility, independence, and quality of life. Timely access to ophthalmology surgical care is particularly important for elderly patients, patients with mobility limitations, Medicaid beneficiaries, uninsured or underinsured patients, and patients who face transportation or scheduling barriers.

The Applicant's affiliated physicians and practice have a history of serving patients across the northwest suburbs of Chicago, including communities with racial, ethnic, and economic diversity. The proposed facility is expected to serve patients from Cook County and surrounding communities, including patients who may face barriers to accessing timely ophthalmology surgical care. By locating a dedicated ophthalmology ASTC within the service area, the project is expected to improve local access to appropriate outpatient surgical services and reduce the need for patients to travel to other hospital outpatient departments or ambulatory surgical facilities for procedures that can be performed safely and efficiently in an ASTC setting.

The proposed project is not expected to increase racial or health care disparities in the community. To the contrary, the Applicant intends to operate the facility in a manner that supports access to ophthalmology surgical care without discrimination based on race, ethnicity, insurance status, or ability to pay. The Applicant anticipates serving a patient population that includes commercially insured patients, Medicare beneficiaries, Medicaid beneficiaries, and uninsured or underinsured individuals. The Applicant will track payer source, Medicaid utilization, charity care, and other access-related information once the facility becomes operational and will report such information in accordance with applicable Board and IDPH requirements.

The project is not expected to negatively affect the ability of another provider or health care system to cross-subsidize safety net services. The proposed ASTC represents the establishment of a new outpatient surgical facility and does not involve the discontinuation, relocation, or reduction of an existing hospital service. The projected case volume is based on procedures already being performed for the Applicant's patient base across existing hospitals and ambulatory surgical treatment facilities, and the project is intended to shift appropriate outpatient ophthalmology cases to a dedicated, lower-cost ASTC setting. The Applicant is not aware of any hospital or health care system within the GSA that would experience a material reduction in financial capacity to support charity care, Medicaid services, or other safety net functions as a result of the proposed project.

The Applicant also notes that Ascension Saint Alexius, which is affiliated with Saint Alexius Medical Center and Hoffman Estates Surgery Center, has expressed support for the proposed project. This support further indicates that the project is not expected to impair the ability of those providers to maintain safety net services or otherwise adversely affect access to care in the community. The proposed ASTC is expected to complement existing providers by creating dedicated ophthalmology surgical capacity while allowing other facilities to continue serving their respective patient populations and service lines.

ATTACHMENT 39

Charity Care

Barrington Road Surgery Center, LLC is a newly formed entity established for the purpose of developing and operating the proposed ambulatory surgical treatment center. As a new entity, Barrington Road Surgery Center, LLC has not yet operated a licensed health care facility and therefore does not have audited financial statements, historical net patient revenue, historical charity care expense, or historical Medicaid utilization for the three fiscal years preceding submission of this application.

The Applicant does not currently own or operate any other licensed health care facility in Illinois. Accordingly, there are no facility-specific or consolidated charity care costs to report for existing Illinois facilities, and there is no allocation of consolidated charity care expense applicable to the proposed facility.

Because the Applicant is not an existing facility, the Applicant has prepared projected payer mix and charity care information for the proposed ASTC based on the existing patient base and projected utilization of the referring physicians. The client pro forma assumes a payer mix of approximately 46% Medicare/Medicare Advantage, 4% Medicaid Managed Care, and 50% commercial/other payer sources for projected ophthalmology procedures.

By the end of the proposed facility's second year of operation, the Applicant anticipates serving a patient population that includes Medicaid and Medicare beneficiaries, Medicare Advantage beneficiaries, commercially insured patients, and other patients consistent with the payer mix of the referring physicians' existing patient base. The Applicant will also provide access to medically necessary ophthalmology surgical services in accordance with applicable law and facility policies, including for patients who qualify for charity care.

ATTACHMENT 40 Flood Plain Information



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June 15, 2026

John P. Kniery
Board Administrator
Illinois Health Facilities and Services Review Board
525 W Jefferson Street, Floor 2
Springfield, IL 62761

Re: Barrington Road Surgery Center, LLC - Flood Plain Requirements

Dear Mr. Kniery:

As representative of Barrington Road Surgery Center, LLC, I, Neel S. Vaidya, M.D., affirm that our facility complies with Illinois Executive Order #2005-5. The facility location at 1585 N. Barrington Road, Bldg. 2, Suite 502, Hoffman Estates, IL 60169 is not located in a flood plain, as evidence please find enclosed a map from the Federal Emergency Management Agency ("FEMA").

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

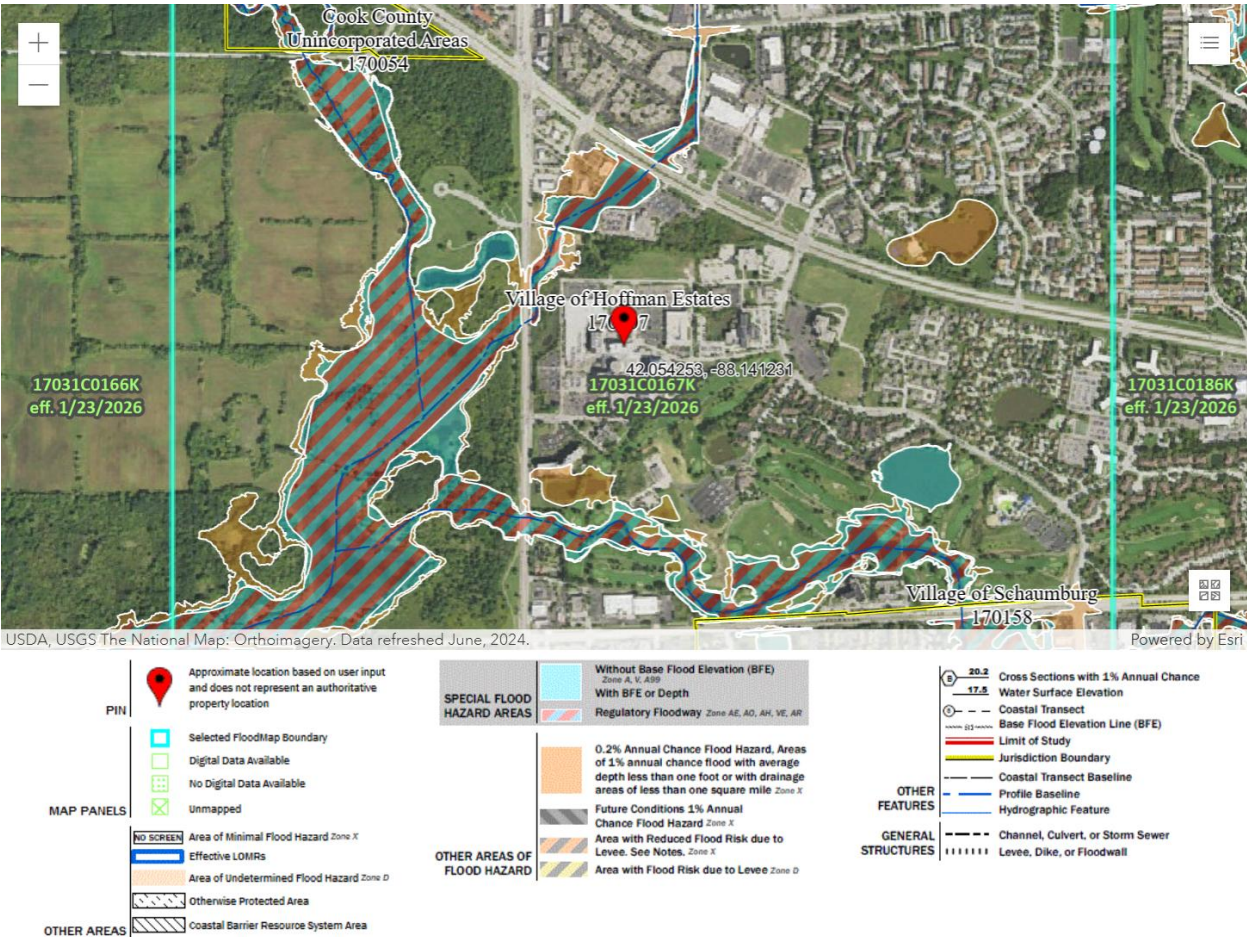
Sincerely,

Neel S. Vaidya, M.D., MPH, MBA
Managing Member
Barrington Road Surgery Center, LLC

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ATTACHMENT 40

Flood Plain Information



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19.	Medical Surgical Pediatrics, Obstetrics, ICU	n/a
20.	Comprehensive Physical Rehabilitation	n/a
21.	Acute Mental Illness	n/a
22.	Open Heart Surgery	n/a
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