

17-058

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

ORIGINAL

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: Premier Cardiac Surgery Center
Street Address: 11560 South Kedzie Avenue, Suite 102
City and Zip Code: Merrionette Park, Illinois 60803
County: Cook Health Service Area: 7

HEALTH FACILITIES & SERVICES REVIEW BOARD

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

Exact Legal Name: Premier Cardiac Surgery Center, LLC
Street Address: 11560 South Kedzie Avenue, Suite 102
City and Zip Code: Merrionette Park, Illinois 60803
Name of Registered Agent: Ronald Stella, M.D.
Registered Agent Street Address: 11560 South Kedzie Avenue, Suite 102
Registered Agent City and Zip Code: Merrionette Park, Illinois 60803
Name of Chief Executive Officer: Ronald Stella, M.D.
CEO Street Address: 13011 South 104 th Avenue, Suite 100
CEO City and Zip Code: Palos Park, Illinois 60464
CEO Telephone Number: (708) 478-3600

RECEIVED
OCT 20 2017

Type of Ownership of Applicants

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

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

APPEND DOCUMENTATION AS ATTACHMENT 1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Primary Contact [Person to receive ALL correspondence or inquiries]

Name: Mark Berlin
Title: Chief Operating Officer
Company Name: Heart Care Centers of Illinois, S.C.
Address: 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803
Telephone Number: (708) 478-3600
E-mail Address: mberlin@heartcc.com
Fax Number: (708) 478-3552

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

Name: Joseph Hylak-Reinholtz
Title: Legal Counsel for Applicant
Company Name: Hylak-Reinholtz Law Firm, LLC
Address: 601 West Monroe Street, Springfield, Illinois 62704
Telephone Number: (217) 525-0700 ext. 114
E-mail Address: JHRLaw2017@gmail.com
Fax Number: N/A

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

Name: Ronald Stella, M.D.
Title: President
Company Name: Heart Care Centers of Illinois, S.C.
Address: 13011 South 104 th Avenue, Suite 100, Palos Park, Illinois 60464
Telephone Number: (708) 478-3600
E-mail Address: rstella@heartcc.com
Fax Number: (708) 478-3552

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SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION**This Section must be completed for all projects.****Facility/Project Identification**

Facility Name: Premier Cardiac Surgery Center		
Street Address: 11560 South Kedzie Avenue, Suite 102		
City and Zip Code: Merrionette Park, Illinois 60803		
County: Cook	Health Service Area: 7	Health Planning Area: A-04

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

Exact Legal Name: Heart Care Centers of Illinois, S.C.		
Street Address: 13011 South 104 th Avenue, Suite 100		
City and Zip Code: Palos Park, Illinois 60464		
Name of Registered Agent: Illinois Corporation Services Co.		
Registered Agent Street Address: 801 Adlai Stevenson Drive		
Registered Agent City and Zip Code: Springfield, Illinois 62703		
Name of Chief Executive Officer: Ronald Stella, M.D.		
CEO Street Address: 13011 South 104 th Avenue, Suite 100		
CEO City and Zip Code: Palos Park, Illinois 60464		
CEO Telephone Number: (708) 478-3600		

Type of Ownership of Applicants

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

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

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

Primary Contact [Person to receive ALL correspondence or inquiries]

Name: Mark Berlin
Title: Chief Operating Officer
Company Name: Heart Care Centers of Illinois
Address: 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803
Telephone Number: (708) 478-3600
E-mail Address: mberlin@heartcc.com
Fax Number: (708) 478-3552

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Name: Joseph Hylak-Reinholtz
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Address: 601 West Monroe Street, Springfield, Illinois 62704
Telephone Number: (217) 525-0700 ext. 114
E-mail Address: JHRLaw2017@gmail.com
Fax Number: N/A

Post Permit Contact

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

Name: Mark Berlin
Title: Chief Operating Officer
Company Name: Heart Care Centers of Illinois, S.C.
Address: 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803
Telephone Number: (708) 478-3600
E-mail Address: mberlin@heartcc.com
Fax Number: (708) 478-3552

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Corinthian Kedzie, LLC
Address of Site Owner: 11600 South Kedzie Avenue, Merrionette Park, IL 60803
Street Address or Legal Description of the Site: 11560 S. Kedzie Ave., Suite 102, Merrionette Park, IL 60803 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: Premier Cardiac Surgery Center, LLC
Address: 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803
<input type="checkbox"/> Non-profit Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> For-profit Corporation <input type="checkbox"/> Governmental <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other
<ul style="list-style-type: none"> o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. o Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.
APPEND DOCUMENTATION AS ATTACHMENT 3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Organizational Relationships

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

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

[Refer to application instructions.]

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

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

Historic Resources Preservation Act Requirements

[Refer to application instructions.]

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

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

DESCRIPTION OF PROJECT

1. Project Classification

[Check those applicable - refer to Part 1110.40 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.

Premier Cardiac Surgery Center, LLC ("Applicant") proposes the establishment of an ambulatory surgical treatment center ("ASTC") with one treatment room and four recovery stations. The ASTC will be located in existing space within a medical office building ("Project"). Specifically, the Applicant is seeking approval to convert its office-based lab/physician office practice location into a Medicare-certified, state-licensed ASTC that will provide a limited range of services including interventional cardiology and electrophysiology implant services.

The ASTC's address will be 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The Project Site is in Health Service Area 7 and Hospital Planning Area A-04.

The Project will require the modernization of existing space; however, no new construction will be required to complete the Project. The total size of the proposed ASTC will be 4,172 departmental gross square feet. The Project does not require the purchase of major medical equipment because the Applicant will be leasing equipment from the landlord that is already located in the existing space and being utilized by physicians using the office-based lab/physician practice.

The Applicant is seeking approval for one category of service: cardiovascular.

The Applicant is proposing the establishment of a new health care facility; therefore, this is a substantive project. The total project cost is \$1,196,814. The Project will be funded entirely with cash, which will come from Heart Care Center of Illinois, S.C., an entity that wholly-owns all of the membership interests in the Applicant's company.

Project Costs and Sources of Funds

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

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs	\$0	\$0	\$0
Site Survey and Soil Investigation	\$0	\$0	\$0
Site Preparation	\$0	\$0	\$0
Off Site Work	\$0	\$0	\$0
New Construction Contracts	\$0	\$0	\$0
Modernization Contracts	\$0	\$0	\$0
Contingencies	\$0	\$0	\$0
Architectural/Engineering Fees	\$0	\$0	\$0
Consulting and Other Fees	\$0	\$0	\$0
Movable/Other Equip. (not in construction contracts)	\$0	\$0	\$0
Bond Issuance Expense (project related)	\$0	\$0	\$0
Net Interest Expense During Construction	\$0	\$0	\$0
Fair Market Value of Leased Space	\$434,719	\$394,595	\$829,314
Fair Market Value of Leased Equipment	\$245,250	\$104,750	\$350,000
Other Costs To Be Capitalized	\$9,173	\$8,327	\$17,500
Acquisition of Building/Other Property (excluding land)	\$0	\$0	\$0
TOTAL USES OF FUNDS	\$689,142	\$507,672	\$1,196,814
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	\$9,173	\$8,327	\$17,500
Pledges	\$0	\$0	\$0
Gifts and Bequests	\$0	\$0	\$0
Bond Issues (project related)	\$0	\$0	\$0
Mortgages	\$0	\$0	\$0
Leases (fair market value)	\$679,969	\$499,345	\$1,179,314
Governmental Appropriations	\$0	\$0	\$0
Grants	\$0	\$0	\$0
Other Funds and Sources	\$0	\$0	\$0
TOTAL SOURCES OF FUNDS	\$689,142	\$507,672	\$1,196,814

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: \$ _____
 Fair Market Value: \$ _____

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 \$ \$75,000.00

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): October 31, 2018

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 TO ASTC PROJECT
 APORS < NOT APPLICABLE TO ASTC PROJECT
 All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
 All reports regarding outstanding permits

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

Cost Space Requirements

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

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
REVIEWABLE							
Surgery/Recovery	\$689,142		2,187			2,187	
Total Clinical	\$689,142		2,187			2,187	
NON REVIEWABLE							
All Non-Clinical	\$507,672		1,985			1,985	
Total Non-clinical	\$507,672		1,985			1,985	
TOTAL	\$1,196,814		4,172			4,172	
APPEND DOCUMENTATION AS ATTACHMENT 9, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.							

Facility Bed Capacity and Utilization < NOT APPLICABLE TO ASTC PROJECT

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

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

CERTIFICATION

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

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

This Application for Permit is filed on the behalf of Premier Cardiac 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.

Ronald Stella
SIGNATURE

Ronald Stella
PRINTED NAME

President
PRINTED TITLE

[Signature]
SIGNATURE

Robert T. Baldwin
PRINTED NAME

Board Member/Manager
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 12th day of OCTOBER, 2017.

Notarization:
Subscribed and sworn to before me
this 12th day of OCTOBER, 2017.

Agnes Ann Damon
Signature of Notary

Seal

OFFICIAL SEAL
AGNES A DAMON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/14/19

Agnes Ann Damon
Signature of Notary

Seal

OFFICIAL SEAL
AGNES A DAMON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/14/19

* Insert EXACT legal name of the applicant

CERTIFICATION

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

- o in the case of a corporation, any two of its officers or members of its Board of Directors;
- o in the case of a limited liability company, any two of its managers or members (or the sole manger 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 for Permit is filed on the behalf of Heart Care Centers of Illinois, S.C. *
 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.

Ronald Stettin
 SIGNATURE
Ronald Stettin
 PRINTED NAME
President
 PRINTED TITLE

[Signature]
 SIGNATURE
Robert Taffel
 PRINTED NAME
Board Member
 PRINTED TITLE

Notarization:
 Subscribed and sworn to before me
 this 18th day of October, 2017.

Notarization:
 Subscribed and sworn to before me
 this 18th day of October, 2017.

Agnes Ann Damon
 Signature of Notary
 Seal
 OFFICIAL SEAL
 AGNES A DAMON
 NOTARY PUBLIC - STATE OF ILLINOIS
 MY COMMISSION EXPIRES:04/14/19

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* Insert EXACT legal name of the applicant

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

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

Background

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 certified listing of any adverse action taken against any facility owned and/or operated by the applicant during the three years prior to the filing of the application.
3. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**
4. If, during a given calendar year, an applicant submits more than one application for permit, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest that the information was previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

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

Criterion 1110.230 – Purpose of the Project, and Alternatives

PURPOSE OF PROJECT

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

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

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

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

ALTERNATIVES

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

Alternative options **must** include:

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

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

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

Criterion 1110.234 - Project Scope, Utilization, and Unfinished/Shell Space

READ THE REVIEW CRITERION and provide the following information:

SIZE OF PROJECT:

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

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

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

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

PROJECT SERVICES UTILIZATION:

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

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

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

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

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

UNFINISHED OR SHELL SPACE:

Provide the following information:

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

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

ASSURANCES:

Submit the following:

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

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

SECTION VI. SERVICE SPECIFIC REVIEW CRITERIA

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

G. Non-Hospital Based Ambulatory Surgery

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

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

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

APPLICABLE REVIEW CRITERIA	Establish New ASTC or Service	Expand Existing Service
1110.1540(c)(2) – Service to GSA Residents	X	X
1110.1540(d) – Service Demand – Establishment of an ASTC or Additional ASTC Service	X	
1110.1540(e) – Service Demand – Expansion of Existing ASTC Service		X
1110.1540(f) – Treatment Room Need Assessment	X	X
1110.1540(g) – Service Accessibility	X	
1110.1540(h)(1) – Unnecessary Duplication/Maldistribution	X	
1110.1540(h)(2) – Maldistribution	X	
1110.1540(h)(3) – Impact to Area Providers	X	
1110.1540(i) – Staffing	X	X
1110.1540(j) – Charge Commitment	X	X
1110.1540(k) – Assurances	X	X
APPEND DOCUMENTATION AS ATTACHMENT 25, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.		

NOTE: Each of the applicable review criteria are given separate attachment numbers, as follows:

Applicable ASTC Review Criterion	CON Review Criterion	Attachment Number
Identify Categories of Service	1110.1540(a)(5)	Attachment 25-1
Service to GSA Residents	1110.1540(c)(2)	Attachment 25-2
Service Demand: Establishment of ASTC	1110.1540(d)	Attachment 25-3
Service Demand: Expansion of Existing ASTC Service	1110.1540(e)	Attachment 25-4
Treatment Room Need Assessment	1110.1540(f)	Attachment 25-5
Service Accessibility	1110.1540(g)	Attachment 25-6
Unnecessary Duplication/Maldistribution	1110.1540(h)(1)	Attachment 25-7
Maldistribution	1110.1540(h)(2)	Attachment 25-8
Impact to Area Providers	1110.1540(h)(3)	Attachment 25-9
Staffing	1110.1540(i)	Attachment 25-10
Charge Commitment	1110.1540(j)	Attachment 25-11
Assurances	1110.1540(k)	Attachment 25-12

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)

VII. 1120.120 - AVAILABILITY OF FUNDS

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

\$17,500		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 time table 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 time table of receipts;
\$1,179,314		d)	Debt – a statement of the estimated terms and conditions (including the debt time period, variable or permanent interest rates over the debt time period, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including:
		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.
\$1,196,814			TOTAL FUNDS AVAILABLE

↑
Amount shown above is FMV of Sublease & FMV of Equip. Sublease

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

SECTION VIII. 1120.130 - FINANCIAL VIABILITY < NOT APPLICABLE TO PROJECT

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

Financial Viability Waiver

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

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

See Section 1120.130 Financial Waiver for information to be provided

APPEND DOCUMENTATION AS ATTACHMENT 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.

NOTE: Viability Ratios are not required because all of the Project's capital expenditures are completely funded through the Applicant's internal sources (i.e., cash and cash equivalents).

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 of the cash and equivalents must be retained in the balance sheet asset accounts in order to maintain a current ratio of at least 2.0 times for hospitals and 1.5 times for all other facilities; or
 - B) Borrowing is less costly than the liquidation of existing investments, and the existing investments being retained may be converted to cash or used to retire debt within a 60-day period.

B. Conditions of Debt Financing

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

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

C. Reasonableness of Project and Related Costs

Read the criterion and provide the following:

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

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE

Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New	Circ.*	Gross Sq. Ft. Mod.	Circ.*	Const. \$ (A x C)	Mod. \$ (B x E)	
Contingency									
TOTALS									

* Include the percentage (%) of space for circulation

D. Projected Operating Costs

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

E. Total Effect of the Project on Capital Costs

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

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

SECTION X. SAFETY NET IMPACT STATEMENT

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

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

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

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

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

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

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

SECTION XI. CHARITY CARE INFORMATION

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

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

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

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

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

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

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

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3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	79
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10	Discontinuation	N/A
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14	Size of the Project	168
15	Project Service Utilization	169
16	Unfinished or Shell Space	170
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18	Master Design Project	N/A
	Service Specific:	
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
24	In-Center Hemodialysis	N/A
25	Non-Hospital Based Ambulatory Surgery	172
26	Selected Organ Transplantation	N/A
27	Kidney Transplantation	N/A
28	Subacute Care Hospital Model	N/A
29	Community-Based Residential Rehabilitation Center	N/A
30	Long Term Acute Care Hospital	N/A
31	Clinical Service Areas Other than Categories of Service	N/A
32	Freestanding Emergency Center Medical Services	N/A
33	Birth Center	N/A
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NOTE: N/A indicates application section is not relevant to the proposed Project.

ATTACHMENT 1

Applicant Ownership Information

Please find attached a Certificate of Good Standing issued by the Illinois Secretary of State for Premier Cardiac Surgery Center, LLC, an Illinois limited liability company ("Company"). The Company is the legal entity that will own, operate, manage, and control the proposed ASTC. The Company will also be the entity that will apply for and hold an ASTC license from the Illinois Department of Public Health. In addition, a Certificate of Good Standing is attached for the co-applicant entity Heart Care Centers of Illinois, S.C. ("HCCI"). HCCI is the physician practice that is affiliated with the Applicant, and also the entity that will wholly own the Applicant's LLC.



To all to whom these Presents Shall Come, Greeting:

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

PREMIER CARDIAC SURGERY CENTER, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON OCTOBER 11, 2017, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 11TH day of OCTOBER A.D. 2017 .



Authentication #: 1728402936 verifiable until 10/11/2018
Authenticate at: <http://www.cyberdriveillinois.com>

Jesse White

SECRETARY OF STATE



To all to whom these Presents Shall Come, Greeting:

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

HEARTCARE CENTERS OF ILLINOIS, S.C., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 01, 1997, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 19TH day of OCTOBER A.D. 2017 .



Jesse White

SECRETARY OF STATE

Authentication #: 1729202528 verifiable until 10/19/2018
Authenticate at: <http://www.cyberdriveillinois.com>

ATTACHMENT 2

Site Ownership

The proposed ASTC will be established in leased space within an existing medical office building, which is located at 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The building is owned by Corinthian Kedzie, LLC ("Site Owner"). Evidence of ownership by the Site Owner is provided in the form of a lease between the Site Owner, as landlord, and Midwest Physician Alliance, Inc. ("Management Company"). The Management Company will also take on management responsibilities, via contract drafted and executed post-CON permit, concerning the ASTC proposed by the CON permit applicant, Premier Cardiac Surgery Center, LLC ("Applicant"). The Applicant will enter into a Sublease Agreement with the Management Company, as Tenant, and the Applicant, as Subtenant. A copy of the Letter of Intent to Sublease is attached hereto, immediately following this page.

LEASE

BETWEEN

**CORINTHIAN KEDZIE LLC
as Landlord**

AND

**MIDWEST PHYSICIAN ALLIANCE, INC.
as Tenant**

FOR THE PREMISES LOCATED AT

**11560 SOUTH KEDZIE AVENUE
MERRIONETTE PARK, ILLINOIS 60803**

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LEASE

THIS LEASE made as of the 6th day of April, 2016 between CORINTHIAN KEDZIE LLC, an Illinois limited liability company ("Landlord"), whose principal place of business is located at 11600 South Kedzie Avenue, Merrionette Park, IL 60803, and MIDWEST PHYSICIAN ALLIANCE, INC., an Illinois corporation ("Tenant"), whose principal place of business is located at 13001 S 104th Avenue, Suite 100, Palos Park, IL 60464.

ARTICLE 1 -- BASIC PROVISIONS

- A. **Tenant's Trade Name:** Heart Care Centers of Illinois
- B. **Building:** 11560 South Kedzie Avenue, Merrionette Park, Illinois 60803-6307
- C. **Project:** The Merrionette Park Medical Center is comprised of the Building, 11600 South Kedzie Avenue and 11630 South Kedzie Avenue in Merrionette Park, IL (the "Project").
- D. **Premises:** Approximately 11,440 rentable square feet ("RSF") of the first (1st) floor of the Building, the location of which is shown cross-hatched on Exhibit A attached hereto and made a part hereof. The suite numbers that can be used by Tenant are Suite 100 and Suite 102.
- E. **Proportionate Share:** The Building is comprised of 41,969 RSF. Using the current Premises RSF above, the Tenant's Proportionate share is 27.258%. The final Proportionate Share shall be calculated once the final Plan is approved in writing by Tenant.
- F. **Term:** Ten (10) Years.
- G. **Anticipated Commencement Date:** August 1, 2016.
- H. **Commencement Date:** The date Landlord delivers possession of the Premises to Tenant.
- I. **Rent Commencement Date:** The ninth (9th) month following the Commencement Date. Tenant will not be required to pay any Minimum Rent, Taxes or Expenses for the first full eight (8) months of the Term.
- J. **Expiration Date:** The last day of the one hundred twentieth (120th) full calendar month following the Commencement Date.
- K. **Permitted Use:** General business and medical services including medical exam rooms and other clinical use related to cardiological services.
- L. **Minimum Rent:** Minimum Rent below excludes all Taxes and Expenses.

Year	Net Rate Per RSF	Monthly Rent*	Annual Rent*
Year 1	\$19.25	\$18,351.67	\$220,220
Year 2	\$19.72	\$18,799.73	\$225,596.80
Year 3	\$20.21	\$19,266.87	\$231,202.40
Year 4	\$20.70	\$19,734.00	\$236,808
Year 5	\$21.21	\$20,220.20	\$242,642.40
Year 6	\$21.73	\$20,715.93	\$248,591.20
Year 7	\$22.26	\$21,221.20	\$254,654.40
Year 8	\$22.80	\$21,736.00	\$260,832.00
Year 9	\$23.36	\$22,269.87	\$267,238.40
Year 10	\$23.94	\$22,822.80	\$273,873.60

*Based on 11,440 RSF

M. **Security Deposit:** None.

N. **Rent Payment Address:** Tenant shall forward all Rent and insurance certificates to Landlord at the following address, or such other address as to which Landlord shall provide advance notice:

Corinthian Kedzie LLC
11600 S Kedzie Avenue
Merrionette Park, IL 60803

O. **Rent Shall Be Payable To:** Corinthian Kedzie LLC, or such other entity as Landlord shall designate from time to time in writing.

The foregoing provisions shall be interpreted and applied in accordance with the other provisions of this Lease set forth below. The terms in this Article, and the terms defined in Article 28, shall have the meanings specified therefor, herein or therein, when used as capitalized terms in other provisions of this Lease.

ARTICLE 2 -- BASE BUILDING WORK BY LANDLORD

All Base Building Work to the Building and Premises shall be at Landlord's sole cost and expense and shall be completed prior to the date which Tenant commences its installation work. Landlord agrees to deliver as its Base Building Work construction of a canopy over the front entrance to the Building similar to the ones on the other two (2) buildings in the Project as depicted on **Exhibit B**; completion of the common area lobbies, hallways, entrances and exits of the Building; acceptable (by code) separation of all the Building mechanical systems, electrical service and distribution, and fire and life safety systems as for a comparable multi-tenant building in the area and as approved in writing by Tenant.

ARTICLE 3 -- PREMISES, TERM AND COMMENCEMENT DATE

A. **Initial Term.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises for a term ("Term") commencing on the Commencement Date and ending on the Expiration Date set forth in Article 1, unless sooner terminated as provided herein, subject to the provisions herein contained. Landlord currently anticipates that the Commencement Date will be the Anticipated Commencement Date set forth in Article 1. Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week during the Term hereof and any Renewal Options. If Landlord delays delivering possession of the Premises beyond the Anticipated Commencement Date, this Lease shall not be void or voidable and Landlord shall pay Tenant one (1) day of Rent for every one (1) day of delay beyond the Anticipated Commencement Date through August 31, 2016 and two (2) days of Rent for every one (1) day of delay beyond August 31, 2016. If the Commencement Date is delayed due to any act or omission of Tenant, the Commencement Date shall instead be the date Landlord would have delivered possession of the Premises to Tenant absent such delay. Landlord and Tenant shall confirm in writing the Commencement Date, the Rent Commencement Date and the Expiration Date hereunder in a separate agreement prepared by Landlord. Notwithstanding anything contained herein to the contrary, if Landlord fails to deliver possession of the Premises by October 1, 2016, then Tenant shall have the option to terminate this Lease. Tenant, at no charge, shall be permitted prior access and use of the Premises during and after construction along with its agents, contractors, architects and consultants. Such right of access shall include access to and use of the electrical service and all other Common Areas of the Building.

B. **Right of First Offer.** Throughout the Term and any Renewal Term, provided Tenant is not then in Default under this Lease, Tenant shall have the right ("Right of First Offer") to lease any portion of the first (1st) floor of the Building in its then as-is condition ("Proposed Lease Space") when all or a portion thereof becomes available for leasing by Landlord to any third-party. At such time as all or a portion of such space becomes available for leasing, Landlord shall deliver written notice to Tenant ("ROFO Notice") identifying (i) the proposed monthly rent ("Proposed Monthly Rent") for the Proposed Lease Space, (ii) such other relevant business terms agreed to by the parties ("Proposed Terms"), and (iii) the date upon which the term of the Proposed Lease is to commence ("Proposed Commencement Date"). For a period of ten (10) days

following Landlord's delivery of the ROFO Notice ("ROFO Exercise Period") Tenant shall have the right to sublease the Proposed Lease Space commencing on the Proposed Commencement Date, or such other date as Landlord and Tenant may mutually agree upon, for an amount equal to the Proposed Monthly Rent and on the Proposed Terms. If Tenant does not exercise its option to lease the Proposed Lease Space prior to the expiration of the ROFO Exercise Period, then Landlord may proceed to lease for the Proposed Lease Space (or any portion thereof), at any time on terms substantially equivalent to those set forth in the ROFO Notice.

C. Renewal Options.

1. Landlord hereby grants Tenant two (2) options (each, a "Renewal Option") to renew the Term, each for a period of five (5) years (each, a "Renewal Term"), upon the following terms and conditions:

(a) Tenant gives Landlord written notice of Tenant's election to exercise a Renewal Option (each, an "Exercise Notice") not later than nine (9) months prior to the expiration date of the then current Term; and

(b) Tenant is not in Default under this Lease beyond any applicable cure dates, either on the date Tenant exercises such Renewal Option or on the expiration date of then current Term, and this Lease is in full force and effect on the date on which Tenant exercises such Renewal Option and on the expiration date of the then current Term.

2. If Tenant timely and properly exercises the Renewal Option, the Minimum Rent payable for the Renewal Term (a "Renewal Term"), as applicable, shall be at current market rent ("Market Rate") defined below. With respect to the Renewal Options, and the right of first offer provision pertaining to the Proposed Lease Space hereunder, the applicable fair market value rental rate ("Market Rate") shall be that rate charged to tenants of comparable size, location, and conditions in comparable office buildings located in the Merrionette Park, Illinois area's suburban office market. In addition, the following shall be taken into consideration: the location, quality and age of the building; the use, size and floor level(s) of the space in question; all concessions (including, but not limited to all allowances, abatements, inducements, credits, etc.); extent of services provided or to be provided; distinction between "gross" and "net" lease; base year or dollar amounts for escalation purposes (both operating expenses and ad valorem/real estate taxes); credit standing and financial stature of the tenant; lease term; the time the particular rental rate under consideration was agreed upon and became or is to become effective; the payment of any leasing commissions and/or fees/bonuses in lieu thereof, whether to the respective landlord, any person or entity affiliated with that landlord, or otherwise; and any other relevant terms and conditions pertinent in making such Market Rate determination.

If Landlord and Tenant do not agree on the Market Rate within ninety (90) days after Tenant delivers an Exercise Notice to Landlord, said option shall be considered null and void.

3. Tenant shall have no further options to renew the Term of this Lease beyond the expiration dates of the Renewal Terms.

4. Landlord shall not be obligated to perform any leasehold improvement work in the Premises or give Tenant any allowance for any such work or any other purposes during or for any Renewal Term.

5. Except for the rate of Minimum Rent, all of the terms and provisions of this Lease shall remain the same and in full force and effect during each Renewal Term.

6. The Renewal Option shall automatically terminate and become null and void upon the earlier to occur of (1) the expiration or termination of this Lease, (2) the termination of Tenant's right to possession of all or any part of the Premises, or (3) the failure of Tenant to timely or properly exercise the Renewal Option.

D. Contraction Option

1. Tenant shall have an option (the "Contraction Option") to terminate a portion of the Premises (the approximate 4,210 RSF Cath Lab ("Contracted Space") (the exact size of which to be finalized once the final plans are approved by Tenant). The Contraction Option is granted subject to the following terms and conditions:

(a) Tenant gives Landlord twelve (12) months advance written notice of Tenant's election to exercise the Contraction Option with the contraction to be effective during months sixty-one (61) through sixty-nine (69) of the initial Term on such date as specified by Tenant in its written notice ("Contraction Date").

(b) Tenant is not in any Default under this Lease beyond any applicable cure period, either on the date that Tenant exercises the Contraction Option or on the Contraction Date.

(c) Tenant pays a contraction fee of \$3,100 per month multiplied by the number of months remaining on the initial Term (the "Contraction Fee"). The Contraction Fee shall be paid fifty percent (50%) with the written notice and fifty percent (50%) on or before forty-five (45) days prior to the Contraction Date.

2. If Tenant timely and properly exercises the Contraction Option (1) all Rent payable under this Lease shall be paid through and apportioned as of the Contraction Date and (2) neither party shall have any rights, estates, liabilities or obligations under this Lease with respect to the Contracted Space for the period accruing after the Contraction Date, except those which, by the provisions of this Lease, are intended to survive the expiration or termination of the Term of this Lease.

3. Tenant shall surrender the Contracted Space in accordance with Article 16.

ARTICLE 4 -- MINIMUM RENT

Tenant shall pay Landlord the monthly Minimum Rent set forth in Article 1 in advance on or before the first day of each calendar month during the Term from and after the Rent Commencement Date. Said Minimum Rent excludes all Taxes and Expenses as outlined below.

ARTICLE 5 -- PAYMENT OF RENT AND PRORATIONS

A. Rent. Minimum Rent, Taxes, Expenses and any other amounts which Tenant is or becomes obligated to pay Landlord under this Lease are sometimes herein referred to collectively as "Rent", and all remedies applicable to the non-payment of Rent shall be applicable thereto. Rent shall be paid without any prior demand or notice therefor, and shall in all events be paid without any deduction, recoupment, set-off or counterclaim, and without relief from any valuation or appraisal laws. Tenant shall pay any rent tax, sales tax, service tax, transfer tax, value added tax, or any other applicable tax on the Rent, which burden falls on Tenant. Landlord may apply payments received from Tenant to any obligations of Tenant then accrued, without regard to such obligations as may be designated by Tenant.

B. Prorations. If the Rent Commencement Date is a day other than the first day of a calendar month or if the Term ends on a day other than the last day of a calendar month, the Minimum Rent, monthly payments of estimated Taxes and Expenses and any other amounts payable on a monthly basis shall be prorated on a per diem basis for such partial calendar months. If the Minimum Rent is scheduled to increase under Article 1 other than on the first day of a calendar month, the amount for such month shall be prorated on a per diem basis to reflect the number of days of such month at the then current and increased rates, respectively. If the Rent Commencement Date is other than on January 1, or the Term ends other than on December 31, Tenant's obligations to pay amounts towards actual Taxes and Expenses for such first or final calendar years shall be prorated on a per diem basis to reflect the portion of such years included in the Term.

ARTICLE 6 -- TAXES AND EXPENSES

- A. Taxes.** During each Lease Year, Tenant shall pay Landlord a minimum amount equal to \$5.50 per RSF of the Premises (the "Minimum Tax Rate"); provided, however, that such amount may increase if the actual real property taxes assessed against the Project exceed the Minimum Tax Rate. Tenant shall make such payments in the manner described below from and after the Rent Commencement Date.
- B. Expenses.** During each Lease Year, Tenant shall pay Landlord an amount equal to Tenant's Proportionate Share of the Expenses for such year, such amount to be payable in the manner described below from and after the Rent Commencement Date.
- C. Manner of Payment.** Taxes and Expenses shall be paid in the following manner:
- (a) Landlord may reasonably estimate in advance the amounts Tenant shall owe for Taxes and Expenses for any full or partial calendar year of the Term. Landlord shall make such estimate only once per year, in the same month each year, and with written notices of said estimates with a detailed statement showing how the estimates were calculated. In such event, Tenant shall pay such estimated amounts, on a monthly basis, on or before the first (1st) day of each calendar month, together with Tenant's payment of Minimum Rent.
- (b) Within ninety (90) days after the end of each calendar year (or, if the tax bills are not available within that ninety (90) day period, within thirty (30) days after the date that such tax bills are available), time being of the essence, Landlord shall provide a statement (the "Statement") to Tenant showing: (a) the amount of actual Taxes and Expenses for such calendar year, (b) any amount paid by Tenant towards Taxes and Expenses during such calendar year on an estimated basis, and (c) any revised estimate of Tenant's obligations for Taxes and Expenses for the current calendar year.
- (c) If the Statement shows that Tenant's estimated payments were less than Tenant's actual obligations for Taxes and Expenses for such year, Tenant shall pay the difference. If the Statement shows an increase in Tenant's estimated payments for the current calendar year, Tenant shall pay the difference between the new and former estimates for the period from January 1 of the current calendar year through the month in which the Statement is sent and each month thereafter. Tenant shall make such payments within thirty (30) days after Landlord sends the Statement.
- (d) If the Statement shows that Tenant's estimated payments exceeded Tenant's actual obligations for Taxes and Expenses, Tenant shall receive a credit for the difference against payments of Rent next due. If the Term shall have expired and no further Rent shall be due, Landlord shall refund such difference when Landlord sends the Statement.
- D. Tax Refunds, Supplemental Billings and Fiscal Tax Years.** Tenant shall not benefit from any tax refunds that the Landlord may receive with respect to the Project. If Taxes for any period during the Term or any extension thereof shall be increased above the Minimum Tax Rate after payment thereof by Landlord for any reason, including without limitation error, reassessment, or supplemental billing by applicable governmental or municipal authorities, Tenant shall pay Landlord within thirty (30) days after written notice with proper back-up, Tenant's Proportionate Share of such increased Taxes.
- E. Finality of Statements.** Unless Tenant takes exception to any Statement by written notice to Landlord within one hundred twenty (120) days after Landlord provides such Statement to Tenant, such Statement shall be considered final and binding on Tenant. Pending resolution of any such exceptions, Tenant shall continue paying Tenant's Proportionate Share of Taxes and Expenses in the amounts determined by Landlord, subject to adjustment between the parties after any such exceptions are resolved. Tenant will have the right, at any time within one hundred eighty (180) days following its receipt of any final annual operating expense statement, to retain an independent company or accounting firm to complete a review and audit. If such audit or review reveals that Landlord overcharged Tenant, then within fifteen (15) business days after the results of such audit are made available to Landlord, Landlord will reimburse

Tenant the amount of such overcharge plus interest at the prevailing prime interest rate ("Prime Rate"), as established from time to time by JP Morgan Chase. Tenant agrees to pay the cost of such audit; however, if the audit correctly reveals that the Landlord's determination of Tenant's Proportionate Share of Taxes and Expenses as set forth in a statement sent to Tenant was in error in Landlord's favor by more than three percent (3%), Landlord will pay the cost of such audit.

F. General Matters. In lieu of providing one Statement covering Taxes and Expenses, Landlord may provide separate Statements at the same or different times but in no event more than once per year and always in the same month for each respective item. No delay by Landlord in providing the Statement (or separate statements) shall be deemed a default by Landlord or a waiver of Landlord's right to require payment of Tenant's obligations for actual or estimated Taxes or Expenses.

G. Proration Methodology. There will be no gross-up of Taxes and Expenses that do not vary with occupancy levels. Taxes and Expenses will be calculated based on the final Premises RSF divided by the total RSF of the Building (41,969 RSF). Expenses are computed on a cash basis. Taxes are computed on the latest ascertainable tax information and Landlord will consistently apply the same methodology throughout Tenant's Term and any Extensions.

H. OPERATING EXPENSE EXCLUSIONS. Notwithstanding anything contained herein to the contrary, Expenses shall not include the following:

(a) The cost of alterations, capital improvements, equipment replacements, and other items which under generally accepted accounting principles are properly classified as capital expenditures, except for those capital improvements intended to reduce operating expenses (but only to the extent that operating expenses are actually reduced). Costs of a capital nature, except as provided below, including, but not limited to, capital additions, capital improvements, capital repairs, capital alterations, capital replacements, capital equipment and capital tools, and/or capital redesign, all in accordance with generally accepted accounting principles, consistently applied. Amortization charges on account of any capital expenditure incurred by Landlord to effect an annual net reduction in Operating Expenses to the extent that such charge (inclusive of financing costs, all amortized over the reasonable life of the capital investment item in accordance with generally accepted accounting principles, consistently applied, but in no event to extend beyond the useful life of the Building), in each instance, exceeds the anticipated savings in Operating Expenses attributable to such expenditure in any given year.

(b) Expenses incurred for business interruption or rental value insurance.

(c) Leasing commissions, attorney's fees, costs, disbursements and other expenses incurred by Landlord or its agents in connection with negotiations for leases with tenants, other occupantys or prospective tenants of the Building, and similar costs incurred in connection with disputes with and/or enforcement of any leases with tenants, other occupants, or prospective tenants of the Building.

(d) "Tenant allowances", "tenant concessions", work letters, and other costs or expenses (including permit, license and inspection fees) incurred in completing, featuring, furnishing, renovating or otherwise improving, decorating or redecorating space for tenants or other occupants of the Building, or vacant, leasable space in the Building, including space planning/interior design and engineering fees for same.

(e) Repairs, alternations, additions, improvements, or replacements made to rectify or correct any defect in the original design, materials or workmanship of the Building or Common Areas. Costs of correcting defects, including any allowances for same, in the construction of the Building (including latent defects) or equipment used therein (or the replacement of defective equipment), any associated parking facilities, or other improvements, or in the equipment use therein.

(f) Costs or expenses (including fines, penalties and legal fees) incurred due to the violation by Landlord, its employees, agents and contractors, any tenant (other than Tenant) or other occupant of the

Building, of any terms and conditions (other than by Tenant) of this Lease or of the leases of other tenants in the Building, and of any valid, applicable laws, rules, regulations and codes of any federal, state, county, municipal or other governmental authority having jurisdiction over the Building that would not have incurred but for such violation by Landlord, its employees, agents and contractors, it being intended that each party shall be responsible for the costs resulting from its own violation of such leases and laws, rules, regulations and codes as same shall pertain to the Building.

(g) The cost of repairs or replacements incurred by reason of fire, windstorm or other casualty or condemnation and eminent domain (except for the reasonable deductible amounts not reimbursed after repairs are completed which were necessitated by such damage) to the extent that either (a) Landlord is compensated therefore through proceeds of insurance or condemnation awards; (b) Landlord failed to obtain insurance against such fire or casualty, if insurance was available at a commercially reasonable rate, against a risk of such nature at the time of same; or (c) Landlord is not fully compensated therefore due to the coinsurance provisions of its insurance policies on account of Landlord's failure to obtain a sufficient amount of coverage against such risk.

(h) Rentals and other related expenses, if any, incurred in leasing air conditioning systems, elevators or other equipment ordinarily considered to be of a capital nature, except equipment which is used in providing janitorial services and which is not affixed to the Building.

(i) Any costs related to the negligence or willful misconduct of Landlord, Landlord's employees, contractors and agents.

(j) Management fees in excess of management fees paid on comparable Buildings in the office building market in the Merrionette Park, Illinois area (but in no event shall such management fee be more than four percent (4%) of Building gross revenue).

(k) Compensation paid to officers or executives of the Landlord, and except for the management fee, costs of Landlord's general overhead and general administrative expenses (individual, partnership or corporate, as the case may be), which costs would not be chargeable to Operating Expenses of the Building in accordance with generally accepted accounting principles, consistently applied.

(l) Salaries of service personnel to the extent that such personnel perform services not solely in connection with the management, operation, repair, or maintenance of the building.

(m) The cost of overtime or all other expenses to Landlord in curing its defaults.

(n) Penalties for late payments, including, without limitation, taxes, equipment leases, and all other recurring expenses.

(o) Legal fees, accounting fees, and other expenses incurred in connection with disputes with tenants or occupants of the Building or associated with the enforcement of the terms of any leases with tenants or the defense of Landlord's title or interest in the Building or any party thereof.

(p) Costs (including permits, licensing, and inspection fees) incurred in renovations or otherwise improving, decorating, painting, or altering space for tenants or other occupants or of vacant space (excluding common areas) in the building.

(q) Any cash or other consideration paid by Landlord on account of, with respect to, or in lieu of the tenant work or alterations described herein.

(r) Contributions to operating expenses reserves.

(s) Cost incurred due to liability by any other tenant of the Building pursuant to the terms and conditions of a lease.

(t) Costs of any services, items and benefits for which Tenant or any other tenant or occupant of the Building specifically reimburses Landlord or for which Tenant or any other tenant or occupant of the Building pays third parties.

(u) Costs in connection with services (including electricity), items or other benefits of a type which are not standard for the Building and which are not available to Tenant without specific charge therefore, but which are provided to another tenant or occupant of the Building, whether or not such other tenant or occupant is specifically charged therefore by Landlord.

(v) Landlord shall not collect in excess of one hundred percent (100%) of Taxes and Expenses and shall not recover any items of cost more than once.

(w) Any structural repairs and alterations, additions, improvements or replacements made to the roof. Repairs to the roof are acceptable as an operating expense.

(x) Expenses for repairs, replacements, and general maintenance paid by proceeds of insurance by Tenant or other third parties and alterations attributable solely to tenants of buildings.

(y) Interest on indebtedness or any costs of finance or refinancing the Building, Building equipment, or Building improvements, replacements, or repairs.

(z) Depreciation, other "non-cash" expense items or amortization.

(aa) The costs incurred in performing work or furnishing services for individual tenants, which work or services are in excess of work and services provided to Tenant under the Lease.

(bb) The amount of rent payable under and pursuant to any ground lease pertaining to the Building.

(cc) Losses incurred which are subject to reimbursement by other tenants of the Building.

(dd) Overtime HVAC costs or electricity costs if charged separately to other Building tenants.

(ee) Wages and costs associated with home office, off-site employees of Landlord other than the reasonable cost of professional services provided by such employees which would otherwise be provided by an outside professional.

(ff) Any advertising, promotional and marketing expenses.

(gg) Compensation paid to clerks, attendants or other persons in commercial concessions (such as a snack bar, restaurant or newsstand), if any, operated by Landlord or any subsidiary or Affiliate of Landlord.

(hh) Costs incurred in installing, operating, maintaining and/or owning (if applicable), any specialty items or services not normally installed, operated and maintained in buildings comparable to the Building and not necessary for Landlord's operation, repair and maintenance of, and the providing of required services for, the Building and any associated parking facilities, including, but not limited to, an observatory, beacon(s), broadcasting facilities (other than the Building's music system, and life support and security systems), luncheon club, athletic or recreational club, child care center, kiosks, promotions, displays and concierge.

(ii) Expenses incurred by the Landlord, if any, in connection with the operation, cleaning, repair, safety, management, security, maintenance or other services of any kind provided to any portions of the Building which are leased or designed to be used for retail, garage, storage purposes or any non-office

use. This exclusion does not include expenses incurred by Landlord with respect to the parking facilities of the Project.

(jj) Costs or expenses for sculpture, paintings or other works of art, including costs incurred with respect to the purchase, ownership, leasing, showing, promotion, repair and/or maintenance of same.

(kk) Costs for which Landlord is compensated through or reimbursed by insurance or other means of recovery.

(ll) Costs of correcting or repairing defects in the Building and any associated parking facilities, and equipment or the replacement of defective equipment; to the extent such costs are covered by warranties of manufacturers, suppliers or contractors, or are otherwise borne by parties other than Landlord.

(mm) Contributions to operating expense reserves.

(nn) Cost incurred in removing the personal property of former tenants and other occupants of the Building.

(oo) Rental and any other expenses, including wages, salaries and benefits, and adjustments thereto, for Landlord's on-site management and/or leasing offices.

(pp) Consulting costs and expenses incurred by Landlord except to the extent same relate exclusively to the improved management or operation of the Building.

(qq) Costs or fees relating to the defense of Landlord's title to or interest in the Building and land, or any part of the Project.

(rr) Compensation in the form of wages, salaries and such other compensation and benefits, as well as any adjustments thereto, for all employees and personnel of Landlord above the level of the property manager of the Building.

(ss) Taxes other than Real Estate Taxes.

(tt) Any amounts payable by Landlord by way of indemnity or for damages or which constitute a fine, interest, or penalty, including interest or penalties for any late payments of Taxes and Expenses.

(uu) Any improvement installed or work performed or any other cost or expense incurred by Landlord in order to comply with the requirements for the obtaining or renewal of a certificate of occupancy for the Building or any space therein.

(vv) If any taxes paid by Landlord and previously included in Taxes and Expenses are refunded, Landlord shall promptly pay Tenant an amount equal to the amount of such refund (less the reasonable expenses incurred by Landlord in obtaining such refund) multiplied by Tenant's Pro Rata Share in effect for the period to which such refund relates, or at Landlord's option, shall permit Tenant to offset any such refund against Rent coming due hereunder.

(ww) The operating expenses incurred by Landlord relative to retail stores and any specialty services in the Building.

(xx) Payments in respect of overhead and/or profit to any subsidiary or Affiliate (hereinafter defined) of Landlord, or to any other party, as a result of a non-competitive selection process for services on or to the Building and/or the Land, or for goods, supplies or other materials, to the extent that the costs of such services, goods, supplies and/or materials exceed the costs that would have been paid had the

services, goods, supplies or materials been provided by parties unaffiliated with Landlord, or by third parties, of similar skill, competence and experience, on a competitive basis.

(yy) Payments of principal, finance charges or interest on debt or amortization on any mortgage, deed of trust or other debt, and rental payments (or increases in same) under any ground or underlying lease or leases (except to the extent the same may be made to pay or reimburse, or may be measured by, real estate taxes).

(zz) Janitorial services related to the Premises for which Tenant contracts separately.

ARTICLE 7 -- CONDITION OF PREMISES

Tenant agrees to accept the Premises, Building and any Systems and Equipment serving the Premises "as is," without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements, except as provided in Exhibit C hereto and elsewhere in this Lease. During any period that Tenant shall be permitted or required to enter the Premises prior to the Commencement Date (to plan or perform any work required for Tenant's initial occupancy), Tenant shall comply with all terms and provisions of this Lease, except those provisions requiring the payment of Rent.

ARTICLE 8 -- TRADE FIXTURES, ALTERATIONS AND LIENS

- A. **Approval.** Tenant shall not attach any fixtures, equipment or other items to the Premises or make any additions, changes, alterations or improvements to the Premises or the Systems and Equipment serving the Premises, except Tenant's initial equipment installation as set forth on Exhibit E ("Tenant's Initial Installation") (which installation is accepted by Landlord), without the prior written consent of Landlord. Landlord shall not unreasonably withhold consent, except that Landlord reserves the right to withhold consent in Landlord's sole discretion for work affecting the structural integrity, safety or security of the Building or Premises, the Systems and Equipment, or the appearance of the Building or the Premises from outside the Premises or Building. Landlord's consent shall not be required for any non-structural alterations to the Premises which do not affect the base Building systems.
- B. **Conditions.** Except for the Tenant's Initial Installations described in Exhibit E, Landlord reserves the right to impose requirements as a condition of such consent or otherwise in connection with Tenant's future installations, including without limitation, requirements that Tenant: (i) submit for Landlord's prior written approval detailed plans and specifications prepared by licensed and competent architects and engineers, (ii) submit for Landlord's prior written approval the names, addresses and background information concerning all contractors, subcontractors and suppliers, (iii) obtain and post permits, bonds, and additional insurance, (iv) submit contractor, subcontractor and supplier lien waivers, (v) use union labor, and (vi) comply with such other reasonable requirements as Landlord may impose concerning the manner and times in which such installations shall be done and other aspects of the installations. If Landlord consents or recommends any suppliers, contractors, architects, or engineers, the same shall not be deemed a warranty as to the adequacy of the design, workmanship or quality of materials, or compliance of the installations with any Laws.
- C. **Performance of Work.** All work (including Landlord's) shall be performed: (i) in a thoroughly first class, professional and workmanlike manner, (ii) only with materials that are new, high quality, and free of material defects, (iii) strictly in accordance with plans and specifications approved by Landlord in advance in writing, (iv) not to adversely affect the Systems and Equipment or the structure of the Building, (v) diligently to completion and so as to cause the least possible interference with other tenants and the operation of the Building, and (vi) in compliance with all Laws and other provisions of this Lease, including without limitation, Exhibit C and the Rules attached hereto as Rider One. If Tenant fails to perform the work and installations as required herein or the materials supplied fail to comply herewith or with the specifications approved by Landlord, and Tenant fails to cure such failure within ten (10) business days after written notice by Landlord (except that notice shall not be required in emergencies), Landlord shall have the right to stop the work and installation until such failure is cured (which shall not be in

limitation of Landlord's other remedies and shall not serve to abate the Rent or Tenant's other obligations under this Lease).

- D. **Liens.** Tenant shall keep the Building and Premises free from any mechanic's, materialman's or similar liens or encumbrances, and any claims therefor, in connection with any Work. Tenant shall remove any such claim, lien or encumbrance by bond or otherwise within thirty (30) days after notice by Landlord. If Tenant fails to do so, Landlord may pay the amount or take such other action as Landlord deems necessary to remove such claim, lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by Landlord shall be deemed additional Rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord.
- E. **Landlord's Costs.** Tenant shall pay Landlord's reasonable out-of-pocket costs for any outside engineer, architect or consultant, in reviewing Tenant's plans and specifications or otherwise incurred by Landlord in connection with the installations not to exceed Five Hundred Dollars (\$500).

ARTICLE 9 -- USE AND OPERATING REQUIREMENTS

- A. **Use; Compliance With Laws.** Tenant shall use the Premises for the purposes specified in Article 1 and for no other purpose whatsoever, subject to and in compliance with all other provisions of this Lease, including without limitation the Rules attached as Rider One hereto. Tenant shall comply with all Laws relating to the Premises and Tenant's use thereof.
- B. **Special Use Provisions.** Tenant shall not use the Premises or allow the Premises to be used for any of the following uses or purposes:
- (a) Physical therapy and/or rehabilitation;
 - (b) Radiology or nuclear medicine (other than angiography and cardiovascular imaging);
 - (c) Opthamology & sale of eye wear.

Tenant shall not spill, discharge or deposit any drugs, medical wastes, chemicals or other business fluids, liquids or materials into the sinks, toilets or urinals located in the Premises or Building.

ARTICLE 10 -- UTILITIES AND SERVICES

- A. **General Utilities.** Tenant shall obtain in Tenant's own name, and pay the utility company or other provider directly for, all telephone and other communication services, alarm and other security services and pest and rodent control furnished to or for the Premises, including all connection, disconnection and maintenance charges, deposits, taxes or fees therefor. With respect to all utilities that are not separately metered for the Premises (including electricity), Tenant shall pay Landlord a share of such utilities based on the rentable square footage of the Premises as a percentage of the total RSF of space that is jointly metered. Actual costs and estimated costs for utilities shall be provided according to other Taxes and Expenses in Article 6.
- B. **Water.** Landlord shall provide cold water for drinking and toilet purposes and cold and hot water for lavatory purposes.
- C. **Installation, Connection and Use of Utility Equipment.** Landlord shall provide electricity to all outlets and lighting fixtures within the Premises in accordance with the Tenant's design specifications and shall provide water/sewer services at the Premises in accordance with Tenant's design specifications. Tenant shall install and connect all equipment and lines to the utilities. Tenant shall not install any equipment or fixtures, or use the same, so as to exceed the safe and lawful capacity of any utility equipment or lines serving the same. The installation, alteration, replacement or connection of any utility equipment and lines shall be subject to the requirements for alterations of the Premises set forth in Article 8.

- D. HVAC.** Landlord shall provide heating ventilation and air conditioning ("HVAC") services to maintain comfortable occupancy of the Premises to the tolerances set forth on **Exhibit F** attached hereto under normal business operations daily from 7:00 A.M. to 6:00 P.M., Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day excluded. Tenant shall not install or utilize any machines, equipment or apparatus requiring supplemental air conditioning, without the express written consent of Landlord. Tenant shall be responsible for the cost of the installation and maintenance of any supplemental air conditioning equipment required by reason of Tenant's use of heat generating equipment. Notwithstanding the above, Tenant will not be responsible for the supplemental air conditioning required by the Initial Installation of the server room(s) and angiography suite within the Premises. After hours utility charges are currently \$25.00 per hour. The utility costs only include Landlord's actual out-of-pocket costs without a profit to, or overhead charge by, Landlord ("Actual Cost").
- E. Interruptions.** Landlord shall not be liable in damages or otherwise for any failure, variation, shortage or interruption of any utilities or services. In the event utility service is interrupted for greater than five (5) consecutive days, Rent shall abate until such time as the utility service is restored, and if such interruption is attributable to circumstances within the Landlord's control.
- F. Excess Electrical Usage.** Tenant shall not consume electric current in excess of that usually furnished or supplied in connection with the Permitted Use stated in Article 1, Section K.. Should Tenant's consumption of electric current exceed the amounts that may be typically furnished or supplied or should any of Tenant's devices or equipment require voltages higher than 120, or any devices or equipment require more than a 20 amp service, or should Landlord receive complaints from other tenants in the building regarding Tenant's consumption or electric current, Tenant shall install an electrical current meter (or submeter) on any such devices or equipment to measure the amount of electric current consumed. The cost of any such meter and of its installation, maintenance and repair shall be paid for by the Tenant and Tenant agrees to pay to Landlord for all such electric current consumed as shown by said meters (or submeters), at the rates charged for such services by the local public utility plus any reasonable additional expense incurred in keeping account of the electric current so consumed.

ARTICLE 11 – MAINTENANCE AND REPAIR OF PREMISES

- A. Tenant Maintenance and Repairs.** Tenant shall keep the Premises in good working order, repair and condition (which condition shall also be clean, sanitary, sightly and free of pests and rodents, and which repairs shall include necessary replacements) and in compliance with all Laws hereafter adopted, except to the extent provided to the contrary in Article 14 respecting casualty damage. Tenant's obligations hereunder shall include these items within the Premises only: Tenant's trade fixtures and equipment, ceilings, walls, entrances, signs, interior decorations, floor-coverings, wall-coverings, entry and interior doors, exterior and interior glass, plumbing fixtures, light fixtures and bulbs, keys and locks, fire extinguishers, equipment and lines for water, sewer, electrical, gas, steam, sprinkler and mechanical facilities and any other systems and equipment which serve the Premises exclusively, and all alterations and improvements to the Premises whether installed by Landlord or Tenant unless such repairs are necessitated because of the negligent acts of the Landlord, other tenants in the Project. Tenant shall also at Landlord's option perform or reimburse Landlord for any repairs, maintenance and replacements to areas of the Building or Project (including the Premises) caused by Tenant or any other occupant of the Premises, or any of their employees, agents, invitees or contractors. Any repairs or other work by Tenant hereunder shall be deemed work under Article 8, and shall be subject to all of the requirements thereunder. Tenant shall make all non-structural repairs to the interior of the Premises required by any law or ordinance or any order or regulation of any public authority necessary because of Tenant's use or occupancy of the Premises, shall keep the Premises equipped with all safety appliances or systems so required because of such use or occupancy, shall procure all licenses and permits required for any such use or occupancy, and shall comply with the orders and regulations of all governmental authorities with respect to its use and occupancy of the Premises.
- B. Landlord Maintenance and Repairs.** Landlord shall deliver the Premises to Tenant in compliance with all Laws in effect as of the Commencement Date. Landlord shall also perform any capital expenditures required to cause the Premises to comply with future Laws, provided such non-compliance is not due to

Tenant's specific use or alterations or improvements installed by Tenant. Landlord shall keep the roof above, foundation, exterior walls, common utility lines to the point of connection for Tenant, HVAC units and structural portions of the Premises in good working order and repair, provided that Tenant shall give Landlord reasonable prior notice of the necessity for such repairs, and further provided that any damage thereto shall not have been caused by any act or omission of, or violation of this Lease by, Tenant or any other occupant of the Premises, or any of their employees, agents, invitees or contractors, in which event Landlord may perform or require that Tenant perform such repairs as provided above (without limiting Landlord's other remedies therefor).

ARTICLE 12 -- COMMON AREAS AND ACCESS

- A. **Access.** Landlord shall provide Tenant with twenty four (24) hours, seven (7) days per week, three hundred sixty five (365) days per year use of the Premises and Common Areas of the Project.
- B. **Use of Common Areas.** Tenant and Tenant's employees and invitees may use the Common Areas on a non-exclusive basis in common with all other parties to whom the right to use such Common Areas has been or is hereafter granted, subject to the following conditions: (1) Tenant shall not directly or indirectly conduct business in the Common Areas or make any use of the Common Areas which interferes in any way with the use of the Common Areas by other parties, (2) Tenant's use of the Common Areas shall be subject to the other provisions of this Lease, including, without limitation, the Rules attached as Rider One hereto, and (3) Tenant's right to use the Common Areas shall terminate upon the expiration or earlier termination of this Lease or Tenant's right to possession of the Premises.
- C. **Common Area Maintenance and Control.** Landlord shall administer, operate, clean, maintain and repair the Common Areas, and Tenant shall pay Tenant's Proportionate Share of Landlord's costs therefor as part of Expenses. Landlord reserves the right at all times to determine the nature and extent of all Common Areas, and shall have exclusive control and management thereof. Landlord shall have the right to close all or a portion of the Common Areas to discourage non-customer parking or prevent a dedication thereof to public use or otherwise prevent the acquisition of public rights in such areas, and shall have the right to take such other actions as are further described in Article 21.
- D. **Definition of Common Areas.** "Common Areas" shall mean areas of the Building and its underlying real estate made available by Landlord from time to time for the general use or benefit of Tenant and other parties in the Project, as such areas currently exist and as they may be changed from time to time. Without limiting the generality of the foregoing, the Common Areas include any parking areas, sidewalks, passageways, service corridors, loading platforms, delivery areas, ramps, landscaped areas, common lighting facilities, drainage facilities and areas, and all other decorations, fixtures, improvements, Systems and Equipment, and other facilities, located in or serving any of the foregoing, except to the extent reserved for use by designated tenants.
- E. **Use of Appurtenances.** Tenant will have the reasonable right, at no cost, and subject to the requirements of Article 8, to use Building shafts, risers or conduits between Tenant's Premises and other parts of the Building (including the roof) for the installation and maintenance of conduits, cables, ducts, flues, pipes and other devices for communications, data processing devices, supplementary HVAC and other facilities consistent with Tenant's Use of its Premises and other portions of the Building. Landlord will respond to Tenant's requests hereunder within ten (10) business days after being served with Tenant's request and approval will not be unreasonably withheld.

ARTICLE 13 -- INSURANCE, SUBROGATION, AND WAIVER OF CLAIMS

- A. **Required Insurance.** Tenant shall maintain during the Term: (i) commercial general liability insurance, with a contractual liability endorsement covering Tenant's indemnity obligations under this Lease, and with limits of not less than \$2,000,000 combined single limit per occurrence for personal injury, bodily injury or death, or property damage or destruction (including loss of use thereof) per occurrence, (ii) workers' compensation insurance as required by statute, and employer's liability insurance in the amount of at least \$500,000 per occurrence and (iii) "all-risk" property damage insurance covering Tenant's inventory,

personal property, business records, furniture, floor coverings, fixtures and equipment, and all of Tenant's installations for damage or other loss caused by fire or other casualty or cause including, but not limited to, vandalism and malicious mischief, theft, explosion, business interruption, and water damage of any type, including sprinkler leakage, bursting and stoppage of pipes. All insurance required hereunder shall be provided by responsible insurers rated at least A and 10 in the then current edition of Best's Insurance Guide and shall be licensed in Illinois. Tenant's property damage insurance shall include full replacement cost coverage and the amount shall satisfy any coinsurance requirements under the applicable policy. Tenant's insurance shall be primary, and any insurance maintained by Landlord or any other additional insureds hereunder shall be excess and noncontributory. Landlord shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Tenant hereunder from time to time, with reasonable written notice including a complete explanation.

- B. Certificates, Subrogation and Other Matters.** Tenant shall provide Landlord with certificates evidencing the coverage required hereunder (and, with respect to liability coverage showing Landlord and Landlord's managing agent for the Building and others designated by Landlord as additional insureds, and with respect to leasehold improvements showing Landlord as an additional insured). Tenant shall provide such certificates prior to the Commencement Date or Tenant's possession of the Premises or construction of improvements therein (whichever first occurs). Tenant shall provide renewal certificates to Landlord at least thirty (30) days prior to expiration of such policies. Such certificates shall state that the coverage may not be changed or canceled without at least thirty (30) days' prior written notice to Landlord. The parties mutually hereby waive all rights and claims against each other for all losses covered by their respective property insurance policies, and waive all rights of subrogation of their respective property insurers. The parties agree that their respective insurance policies are now, or shall be, endorsed so that such waivers of subrogation shall not affect their respective rights to recover thereunder.
- C. Waiver of Claims.** Except for claims arising from Landlord's intentional or negligent acts that are not covered by Tenant's insurance hereunder, Tenant waives all property insurance claims against Landlord for injury or death to persons, damage to property or to any other interest of Tenant sustained by Tenant or any party claiming through Tenant resulting from: (i) any occurrence in or upon the Premises, (ii) leaking of roofs, bursting, stoppage or leaking of water, gas, sewer or steam pipes or equipment, including sprinklers, (iii) wind, rain, snow, ice, flooding, freezing, fire, explosion, earthquake, excessive heat or cold, fire or other casualty, (iv) the Building, Premises, Systems or Equipment being defective, out of repair, or failing, and (v) vandalism, malicious mischief, theft or other acts or omissions of any other parties including without limitation, other tenants, contractors and invitees at the Building. To the extent that Tenant is required to or does carry insurance hereunder, Tenant agrees that Tenant's property loss risks shall be borne by such insurance, and Tenant agrees to look solely to and seek recovery only from its insurance carriers in the event of such losses.

ARTICLE 14 -- CASUALTY DAMAGE

- A. Restoration by Landlord.** If the Premises shall be damaged by fire or other casualty, Landlord shall use available insurance proceeds to repair the Premises, except that Landlord shall not be required to repair or replace any of Tenant's furniture, furnishings, fixtures or equipment, or any alterations or improvements in excess of any Landlord's Work under **Exhibit C** hereto, and Landlord's obligations shall be subject to any governmental requirements or requirements of any Lender and such Lender's right to control, apply or withhold such insurance proceeds. Landlord shall not be liable or any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof.
- B. Restoration by Tenant.** Unless this Lease is terminated pursuant to this Article 14, if Landlord repairs the Premises as provided herein, Tenant shall repair and replace Tenant's installations, all items required to be insured by Tenant hereunder, and all other items required to restore the Premises to the condition required under Article 11 of this Lease. Tenant shall commence such work within ten days following substantial completion by Landlord of any repairs required by Landlord hereunder and shall proceed diligently therewith to completion. Tenant's work hereunder shall be subject to all of the provisions of Article 8.

Tenant may close the Premises for business to the extent reasonably required in connection with such repairs.

- C. Abatement of Rent.** Landlord shall allow Tenant a proportionate abatement of Minimum Rent, Taxes and Expenses from the date of the casualty through the date that is thirty (30) days after the date Landlord substantially completes Landlord's repair obligations hereunder (or the date that Landlord would have substantially completed such repairs, but for delays by Tenant, its agents, employees, invitees, Transferees and contractors), provided such abatement shall apply only to the extent the Premises are untenantable for the purposes permitted under this Lease and not used by Tenant as a result thereof, based proportionately on the RSF of the Premises so affected and not used.
- D. Landlord's Termination of Lease.** Notwithstanding the foregoing to the contrary, Landlord may elect to terminate this Lease if the Building is materially damaged by Tenant or any other occupant of the Premises, or any of their agents, employees, invitees or contractors, or if the Building is damaged by fire or other casualty or cause such that: (a) more than twenty-five percent (25%) of the Premises is affected by the damage, (b) the damage occurs less than one (1) year prior to the end of the Term, (c) any Lender requires that the insurance proceeds or any portion thereof be applied to the Mortgage debt (or terminates the ground lease, as the case may be), or the damage is not fully covered by Landlord's insurance policies, or (d) in Landlord's reasonable opinion, the cost of the repairs, alterations, restoration or improvement work would exceed twenty-five percent (25%) of the replacement value of the Building or of the portion thereof owned or ground leased by Landlord (whether or not the Premises are affected). In any such case, Landlord may terminate this Lease by notice to Tenant within one hundred twenty (120) days after the date of damage (such termination notice to include a termination date providing at least thirty (30) days for Tenant to vacate the Premises).
- E. Tenant's Termination of Lease.** Tenant may elect to terminate this Lease if the Premises is materially damaged by fire or other casualty and Tenant is thus unable to use all or a substantial portion of the Premises for more than one hundred twenty (120) consecutive days. Tenant shall provide Landlord with written notice of such termination within ten (10) days after the expiration of the 120-day period. Tenant may not elect to terminate this Lease if Tenant or any other occupant of the Premises, or any of their agents, employees, invitees or contractors, caused such fire or casualty.

ARTICLE 15 -- CONDEMNATION

If at least fifteen percent (15%) of the rentable area of the Premises shall be taken by power of eminent domain or condemned by a competent authority or by conveyance in lieu thereof for public or quasi-public use ("Condemnation"), including any temporary taking for a period of one (1) year or longer, this Lease shall terminate on the date possession for such use is so taken. If: (i) less than fifteen percent (15%) of the Premises is taken, but the taking includes a material portion of the Building or of the portion thereof owned or ground leased by Landlord, or (ii) the taking is temporary and will be in effect for less than one (1) year but more than ninety (90) days, then in either such event, Landlord may elect to terminate this Lease upon at least thirty (30) days' written notice to Tenant. The parties further agree that: (a) if this Lease is terminated, all Rent shall be apportioned as of the date of such termination or the date of such taking, whichever shall first occur, (b) if the taking is temporary, Rent shall be abated for the period of the taking (but the Term shall not be extended thereby), and (c) if this Lease is not terminated but any part of the Premises is taken, the Minimum Rent, Taxes and Expenses shall be proportionately abated based on the RSF of the Premises so taken. Landlord shall be entitled to receive the entire award or payment in connection with such Condemnation, except that Tenant shall have the right to file any separate claim available to Tenant for moving expenses and any taking of Tenant's personal property, provided such award is separately payable to Tenant and does not diminish the award available to Landlord or any Lender.

ARTICLE 16 -- RETURN OF POSSESSION

At the expiration or earlier termination of this Lease or Tenant's right of possession, Tenant shall surrender possession of the Premises in broom-clean condition and good repair, free of debris, and otherwise in the condition required under Article 11, and shall ensure that all signs, vaults, safes, shelving, showcases, mirrors, and movable trade fixtures and personal property have been removed therefrom and that any damage caused thereby has been

repaired. All leasehold improvements and other fixtures, such as light fixtures and HVAC equipment, plumbing fixtures, hot water heaters, fire suppression and sprinkler systems, wall coverings, carpeting and drapes, in or serving the Premises, whether installed by Tenant or Landlord, shall be Landlord's property and shall remain, all without compensation, allowance or credit to Tenant. If Tenant shall fail to perform any repairs or restoration, or fail to remove any items from the Premises as required hereunder, Landlord may do so, and Tenant shall pay Landlord the cost thereof upon demand. All property removed from the Premises by Landlord hereunder may be handled, discarded or stored by Landlord at Tenant's expense, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. All such property shall at Landlord's option be conclusively deemed to have been conveyed by Tenant to Landlord as if by bill of sale without payment by Landlord. If Landlord arranges for storage of any such property, Landlord shall have a lien against such property for costs incurred in removing and storing the same. Notwithstanding anything to the contrary, Tenant retains the right, but shall not be required to remove any of its fixtures (including any and all trade fixtures such as its phone switch, etc.) and furniture or equipment. Any UPS system, supplemental cooling units, cabling, and if the removal of any other equipment would compromise the integrity of the Building, the same shall remain within the Building.

ARTICLE 17 -- HOLDING OVER

Tenant shall pay Landlord ONE hundred FIFTY percent (150%) of the amount of Rent then applicable prorated on a per diem basis for each day Tenant or any party claiming under Tenant shall retain possession of the Premises or any part thereof after expiration or earlier termination of this Lease and Tenant shall pay DIRECT damages sustained by Landlord by reason of such holding over. The foregoing provision shall not serve as permission for Tenant to hold-over, nor serve to extend the Term (although Tenant shall remain a tenant at sufferance, bound to comply with all provisions of this Lease until Tenant vacates the Premises).

ARTICLE 18 -- SUBORDINATION, ATTORNMENT AND MORTGAGEE PROTECTION

This Lease is subject and subordinate to all Mortgages now or hereafter placed upon the Building, and all other encumbrances and matters of public record applicable to the Building, including without limitation, any reciprocal easement or operating agreements, covenants, conditions and restrictions (and Tenant shall not act or permit the Premises to be operated in violation thereof). If any foreclosure or power of sale proceedings are initiated by any Lender or a deed in lieu is granted (or if any ground lease is terminated), Tenant agrees, upon written request of any such Lender or any purchaser at such sale, to attorn and pay Rent to such party and to execute and deliver any instruments necessary or appropriate to evidence or effectuate such attornment. In the event of attornment, no Lender shall be: (i) liable for any act or omission of Landlord, or subject to any offsets or defenses which Tenant might have against Landlord (prior to such Lender becoming Landlord under such attornment), (ii) liable for any security deposit or bound by any prepaid Rent not actually received by such Lender. Any Lender may elect to make this Lease prior to the lien of its Mortgage, and if the Lender under any prior Mortgage shall require, this Lease shall be prior to any subordinate Mortgage; such elections shall be effective upon written notice to Tenant. Tenant agrees to give any Lender by certified mail, return receipt requested, a copy of any notice of default served by Tenant upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of service on Tenant of a copy of an assignment of leases, or otherwise) of the name and address of such Lender. Tenant further agrees that if Landlord shall have failed to cure such default within the time permitted Landlord for cure under this Lease, any such Lender whose address has been so provided to Tenant shall have an additional period of 30 days in which to cure (or such additional time as may be required due to causes beyond such Lender's control, including time to obtain possession of the Building by power of sale or judicial action). The provisions of this Article shall be self-operative; however, Tenant shall execute such documentation as Landlord or any Lender may request from time to time in order to confirm the matters set forth in this Article in recordable form. Landlord shall provide Tenant and Tenant shall provide Landlord with a subordination, non-disturbance and attornment agreement from their lender in such lender's standard form, both for the initial loan or any replacement loans during the Term and any extensions. At Tenant's written request, Landlord shall request that any Lender execute a written "non-disturbance agreement" in favor of Tenant providing that if Tenant is not in default under this Lease beyond any applicable grace period, such party will recognize this Lease and Tenant's rights hereunder and will not disturb Tenant's possession hereunder, and if this Lease is by operation of law terminated in a foreclosure, that a new lease will be entered into on the same terms as this Lease for the remaining term hereof; provided that if, in order to obtain such non-disturbance agreement Landlord is required to expend any sum, Landlord shall so notify Tenant and Tenant may elect to pay such sum or to withdraw Tenant's request for such non-disturbance agreement. In no event shall

Landlord be required to expend any sums in connection therewith. The failure of any such Lender to execute and deliver such a non-disturbance agreement upon Landlord's request shall not constitute a default hereunder by Landlord, it being understood that Landlord's sole obligation is to request in good faith the execution and delivery of such agreement. In the event Landlord's lender requires a subordination, non-disturbance and attornment agreement from Tenant, Tenant agrees to execute and deliver the same to Landlord's within ten (10) business days of Landlord's request for the same.

ARTICLE 19 – ESTOPPEL CERTIFICATE

Tenant shall from time to time, within ten (10) business days after written request from Landlord, execute, acknowledge and deliver a statement: (i) certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Lease as so modified, is in full force and effect (or if this Lease is claimed not to be in force and effect, specifying the ground therefor) and the dates to which the Minimum Rent and other charges hereunder have been paid, and the amount of any Security Deposit, (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (iii) certifying such other matters as Landlord may reasonably request, or as may be requested by Landlord's current or prospective Lenders, insurance carriers, auditors, and prospective purchasers. Any such statement may be relied upon by any such parties. If Tenant shall fail to execute and return such statement within the time required herein, Tenant shall be deemed to have agreed with the matters set forth therein. In addition to the foregoing, in the event of a bona fide private equity or venture capital-backed fundraising or at the request of Tenant's lender, but not more frequently than once in any six (6) month period hereunder, Landlord hereby agrees to provide to Tenant an estoppel certificate signed by Landlord, containing the same types of information, and within the same periods of time, as set forth above, with such changes as are reasonably necessary to reflect that the estoppel certificate is being granted and signed by Landlord to Tenant, rather than from Tenant to Landlord or a lender, and shall also contain any other factual information reasonably requested by Tenant.

ARTICLE 20 -- ASSIGNMENT AND SUBLETTING

- A. Transfers.** Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; (i) assign, mortgage, pledge, hypothecate, encumber, permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, by operation of law or otherwise, (ii) sublet the Premises or any part thereof, or extend, renew or modify any sublease, or (iii) permit the use of the Premises by any parties other than Tenant and its employees, whether as licensee, concessionaire, franchisee or otherwise (all of the foregoing are hereinafter referred to collectively as "Transfers" and any party to whom any Transfer is made or sought to be made is hereinafter referred to as a "Transferee"). Any Transfer made without complying with this Article shall, at Landlord's option, be null, void and of no effect (which shall not be in limitation of Landlord's other remedies). Whether or not Landlord grants consent, Tenant shall pay any reasonable out of pocket legal fees incurred by Landlord in connection with reviewing and processing Tenant's request for consent not to exceed \$500. Notwithstanding the foregoing, Landlord shall not unreasonably withhold, condition or delay its consent to a proposed assignment or subletting to a person or entity that will use the Premises for a medical use that does not violate any exclusive use rights then in effect in favor of any other tenant or occupant. Notwithstanding anything contained herein to the contrary, Tenant shall be permitted to sublease the Premises or assign this Lease to any related or affiliated party of Tenant or as the result of any merger or sale of all or substantially all of Tenant's assets without the consent of Landlord. Landlord shall have no right of recapture and all rights in this Lease, including Renewals, Expansion, Contraction and Signage Rights shall remain with the Lease and transfer to the assignee or sublessee and become their rights.
- B. Procedure.** If Tenant shall desire Landlord's consent to any Transfer, Tenant shall notify Landlord, which notice shall include: (a) the name and address of the proposed Transferee and a detailed description of the business operation proposed to be conducted in the Premises, (b) the proposed effective date (which shall not be less than twenty-one (21) days after Tenant's notice), (c) the terms of the proposed Transfer, a copy of all documentation pertaining thereto, and a detailed description of any alterations to the Premises required in connection with the Transfer; (d) current financial statements of the proposed Transferee certified by an officer, partner or owner thereof, and (e) names, addresses, periods of ownership and

operation, and reasonable description of all other businesses owned and operated by the Transferee then or within the three previous years.

- C. **Consent.** If Landlord consents to a Transfer: (a) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, including without limitation, the purposes for which the Premises shall be used under Article I, (b) Tenant shall remain fully liable for all obligations under this Lease, including without limitation, those obligations arising before and after the Transfer, and any assignee shall expressly assume all of Tenant's obligations, (c) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, and (d) Tenant shall deliver to Landlord promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord. Any sublease hereunder shall be subordinate and subject to the provisions of this Lease, and if this Lease shall be terminated during the term of any sublease, Landlord shall have the right to: (i) treat such sublease as canceled and repossess the Premises by any lawful means, or (ii) require that such subtenant attorn to and recognize Landlord as its landlord under any such sublease.
- D. **Certain Transfers.** For purposes of this Lease, the term "Transfer" shall also include the following, whether accomplished directly or indirectly: (a) if Tenant is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of a majority of the partners, or a transfer of a majority of partnership interests, in the aggregate on a cumulative basis, or the dissolution of the partnership, and (b) if Tenant is a closely held corporation (i.e., whose stock is not publicly held and not traded through an exchange or over the counter), the: (i) dissolution, merger, consolidation or other reorganization of Tenant, (ii) sale or other transfer of more than a cumulative aggregate of fifty percent (50%) of the voting shares of Tenant (other than to immediate family members by reason of gift or death) or (iii) sale, mortgage, hypothecation or pledge of more than a cumulative aggregate of fifty percent (50%) of Tenant's net assets.
- E. **Share of Profits.** Tenant shall retain fifty percent (50%) of any profits from an assignment or sublease.

ARTICLE 21 -- RIGHTS RESERVED BY LANDLORD

Except to the extent expressly limited herein, Landlord reserves full rights to control the Building (which rights may be exercised without subjecting Landlord to claims for constructive eviction, abatement of Rent, damages or other claims of any kind), including more particularly, but without limitation, the following rights:

- A. **Access to Premises.** Landlord and its authorized representatives may, upon twenty-four hours advance notice to Tenant: (i) inspect the Premises or to make repairs or to perform maintenance (without interference to Tenant's practice), (ii) during the last six (6) months of the Term of this Lease, exhibit the Premises to current and prospective tenants, or (iii) during the last six (6) months of the Term of this Lease and at any time should Tenant abandon or vacate the Premises, place in and upon the Premises or such other places as may be determined by Landlord "For Rent" signs or notices. Notwithstanding anything to the contrary, Landlord or its authorized representatives may access the Premises without notice to Tenant in the event of an emergency.
- B. **Reserved Areas.** Landlord reserves all rights to use (or grant other parties the right to use) and Tenant shall have no right, title or interest in: (i) the roof of the Building, (ii) exterior portions of the Premises (including, without limitation, demising walls and outer walls of the area of the Building in which the Premises are located), (iii) air rights above the Premises and rights to the land and improvements below the floor level of the Premises, and (iv) areas within the Premises necessary for utilities, services, safety and operation of the Building that will not materially interfere with Tenant's use of the Premises, including the Systems and Equipment, fire stairways, and space between any suspended ceiling of the Premises (or the height where a suspended ceiling would otherwise exist) and the slab of the floor or roof of the Building there above.
- C. **Other Tenants.** Subject to Articles 3,42 and 43, Landlord reserves the right to lease or sell any portion of the Building or Project to such other tenants as Landlord, in Landlord's sole discretion, deems appropriate, whether or not engaged in the same or similar business for which Tenant is permitted to use the Premises under this Lease. Tenant acknowledges that Landlord has made no representations as to the presence of any

specific tenant or number or types of tenants at the Building as of or after the Commencement Date, hours or days that such other tenants shall or may be open for business, or gross sales which may be achieved by Tenant or any other tenants at the Building. A vacation or abandonment of its premises or cessation of business in the Building by any other tenant or occupant shall not release or excuse Tenant from Tenant's obligations under any provision of this Lease.

- D. Changes to the Building.** Landlord reserves the right to: (i) change the name of the Building and the address or designation of the Premises or the Building, (ii) install, maintain, alter and remove signs on or about the Building (except Tenant's signage as outlined in **Exhibit D**), (iii) add land or other interests to or eliminate the same from the Building, and grant interests and rights in the Building to other parties, but in both either way not so as to reduce the amount of Parking as defined in Article 38, (iv) add, alter, expand, reduce, eliminate, relocate or change the shape, size, location, character, design, appearance, use, number or height of any permanent or temporary buildings, structures, improvements, parking areas and structures, kiosks, planters, driveways, landscaped areas and other common areas, change the striping of parking areas and direction and flow of traffic, and convert common areas to leasable areas and leasable areas to common areas, (v) relocate any HVAC equipment serving the Premises installed on the roof or other area outside the Premises, and (vi) in connection with the foregoing matters, or with any other inspections, repairs, maintenance, improvements or alterations in or about the Building, or as a result of any casualty, incident, strike, condemnation, act of God, Law or governmental requirement or request, or any other cause, erect scaffolding, barricades, and other structures reasonably required. However, in connection with exercising such rights, Landlord shall: (a) take reasonable steps to minimize or avoid any denial of access to the Premises except when necessary on a temporary basis, (b) take reasonable steps to avoid materially changing the configuration or reducing the RSF of the Premises, unless required by Laws or other causes beyond Landlord's reasonable control (and in the event of any permanent material reduction, the Minimum Rent, Expenses and Taxes shall be proportionately reduced), and (c) if Landlord enters the Premises in connection with any of the foregoing matters, take reasonable steps to minimize any interference with Tenant's business, and following completion of the work, return Tenant's leasehold improvements, fixtures, property and equipment to the original conditions.
- E. Relocation.** Landlord shall not have a right to relocate Tenant's Premises at any time during the Term or any Extensions thereof.

ARTICLE 22 -- LANDLORD'S REMEDIES

- A. Default.** The occurrence of any one or more of the following events shall constitute a "Default" by Tenant and shall give rise to Landlord's remedies set forth in Paragraph B below: (i) failure to make when due any payment of Rent, unless such failure is cured within five (5) days after written notice, (ii) failure to observe or perform any term or condition of this Lease other than the payment of Rent, unless such failure is cured within any period of time following notice expressly provided in other Articles hereof, or otherwise within a reasonable time, but in no event more than thirty (30) days following written notice (or such additional time as may be required due to Unavoidable Delays as described in Article 28(R)), or (iii) (a) making by Tenant of any general assignment for the benefit of creditors, (b) filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any Law relating to bankruptcy or insolvency (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days), (c) appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located in the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days, (d) attachment, execution or other judicial seizure of substantially all of Tenant's assets located on the Premises or of Tenant's interest in this Lease, (e) Tenant's convening of a meeting of its creditors or any class thereof for the purpose of effecting a moratorium upon or composition of its debt, (f) Tenant's insolvency or admission of an inability to pay its debts as they mature. Failure by Tenant to comply with the same term or condition of this Lease on more than two (2) occasions during any twelve (12) month period and shall cause any failure to comply with such term or condition during the succeeding twelve (12) month period shall, at Landlord's option, constitute an incurable Default. The notice and cure periods provided herein are in lieu of, and not in addition to, any notice and cure periods provided by Law; provided, Landlord may at any time and from time to time elect to comply with such notice and cure periods as may be provided by Law in lieu of the notice and cure periods provided herein.

B. Remedies. If a Default occurs, Landlord shall have the rights and remedies hereinafter set forth to the extent permitted by Law, which shall be distinct, separate and cumulative with and in addition to any other right or remedy allowed under any Law or other provisions of this Lease:

(a) Landlord may terminate Tenant's right of possession, reenter and repossess the Premises by detainer suit, summary proceedings or other lawful means, with or without terminating this Lease (and if applicable Law permits, and Landlord shall not have expressly terminated this Lease in writing, any such action shall be deemed a termination of Tenant's right to possession only). In such event, Landlord may recover from Tenant: (i) any unpaid Rent as of the termination date, (ii) the amount by which: (a) any unpaid Rent which would have accrued after the termination date during the balance of the Term exceeds (b) the reasonable rental value of the Premises under a lease substantially similar to this Lease for the balance of the Term, taking into account among other things, the condition of the Premises, market conditions and the period of time the Premises may reasonably remain vacant before Landlord is able to re-lease the same to a suitable replacement tenant, and Costs of Reletting (as defined in Paragraph I below) that Landlord may incur in order to enter such replacement lease. The amounts computed in accordance with the foregoing subclauses (i) and (ii) shall both be discounted in accordance with accepted financial practice at the rate of four percent (4%) per annum to the then present value.

(b) Landlord may terminate Tenant's right of possession, reenter and repossess the Premises by detainer suit, summary proceedings or other lawful means, with or without terminating this Lease (and if applicable Law permits, and Landlord shall not have expressly terminated this Lease in writing, any such action shall be deemed a termination of Tenant's right of possession only). In such event, Landlord may recover from Tenant: (i) any unpaid Rent as of the date possession is terminated, (ii) any unpaid Rent and Costs of Reletting (as defined in Paragraph I below) which accrue during the Term from the date possession is terminated through the time of judgment (or which may have accrued from the time of any earlier judgment obtained by Landlord), less any consideration received from replacement tenants. Tenant shall pay any such amounts to Landlord as the same accrue or after the same have accrued from time to time upon demand. At any time after terminating Tenant's right to possession as provided herein, Landlord may terminate this Lease as provided in clause (I) above by written notice to Tenant, and Landlord may pursue such other remedies as may be available to Landlord under this Lease or applicable Law.

C. Mitigation of Damages. Upon a Default by Tenant, Landlord shall use reasonable efforts to mitigate its damages. Landlord is required by currently applicable Illinois Law and this Lease to mitigate damages. Landlord shall use reasonable efforts to mitigate, which shall not exceed such efforts as Landlord generally uses to lease other space at the Building. Landlord will not be deemed to have failed to mitigate if Landlord leases any other portions of the Building before reletting all or any portion of the Premises, and any failure to mitigate as described herein with respect to any period of time shall only reduce the Rent and other amounts to which Landlord is entitled hereunder by the reasonable rental value of the Premises during such period, taking into account the factors described in Article 22(B)(a)(ii)(b) above.

D. Reletting. If this Lease or Tenant's right to possession is terminated Landlord may: (i) enter and secure the Premises, change the locks, install barricades, remove any improvements, fixtures or other property of Tenant therein, perform any repairs, alterations, improvements or additions and take such other actions as Landlord shall determine in Landlord's sole discretion to prevent damage or deterioration to the Premises, and (ii) relet all or any portion of the Premises (separately or as part of a larger space), for any rent, use or period of time (which may extend beyond the Term hereof), and upon any other terms as Landlord shall determine in Landlord's sole discretion, directly or as Tenant's agent (if permitted or required by applicable Law). The consideration received from such reletting shall be applied pursuant to the terms of Paragraph I hereof, and if such consideration, as so applied, is not sufficient to cover all Rent and damages to which Landlord may be entitled hereunder, Tenant shall pay any deficiency to Landlord as the same accrues or after the same has accrued from time to time upon demand, subject to the other provisions hereof.

E. Specific Performance. Either party shall at all times have the right without prior demand or notice except as required by applicable Law to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease or restrain or enjoin a violation of any provision hereof.

- F. Late Charges and Interest.** Any Rent not paid when due shall accrue interest from the due date at the Default Rate until payment is received by Landlord. Such service charges and interest payments shall not be deemed consent by Landlord to late payments, nor a waiver of Landlord's right to insist upon timely payments at any time, nor a waiver of any remedies to which Landlord is entitled as a result of the late payment of Rent.
- G. Landlord's Cure of Tenant Defaults.** If Tenant fails to perform any obligation under this Lease for five (5) days after written notice thereof by Landlord (except that no notice shall be required in emergencies), Landlord shall have the right (but not the duty), to perform such obligation on behalf and for the account of Tenant. In such event, Tenant shall reimburse Landlord upon demand, as additional Rent, for all expenses incurred by Landlord in performing such obligation. Landlord's performance of Tenant's obligations hereunder shall not be deemed a waiver or release of Tenant therefrom.
- H. Bad Rent Checks.** If during the Term, as it may be extended, Landlord receives more than two (2) checks from Tenant which are returned by Tenant's bank for insufficient funds, Landlord may require that all checks thereafter be bank certified or cashier's checks (without limiting Landlord's other remedies). All bank service charges resulting from any bad checks shall be borne by Tenant.
- I. Other Matters.** No re-entry or repossession, repairs, changes, alterations and additions, reletting, acceptance of keys from Tenant, or any other action or omission by Landlord shall be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, or accept a surrender of the Premises, nor shall the same operate to release the Tenant in whole or in part from any of the Tenant's obligations hereunder, unless express written notice of such intention is sent by Landlord or its agent to Tenant. Landlord may bring suits for amounts owed by Tenant hereunder or any portions thereof, as the same accrue or after the same have accrued, and no suit or recovery of any portion due hereunder shall be deemed a waiver of Landlord's right to collect all amounts to which Landlord is entitled hereunder, nor shall the same serve as any defense to any subsequent suit brought for any amount not theretofore reduced to judgment. Landlord may pursue one or more remedies against Tenant and need not make an election of remedies until findings of fact are made by a court of competent jurisdiction. All rent and other consideration paid by any replacement tenants shall be applied, at Landlord's option: first, to the Costs of Reletting, second, to the payment of all costs of enforcing this Lease against Tenant, third, to the payment of all interest and service charges accruing hereunder, fourth, to the payment of Rent theretofore accrued, and the residue, if any, shall be held by Landlord and applied to the payment of other obligations of Tenant to Landlord as the same become due (with any remaining residue to be retained by Landlord). "Costs of Reletting" shall include without limitation, all reasonable costs and expenses incurred by Landlord for any repairs, maintenance, changes, alterations and improvements to the Premises (whether to prevent damage or to prepare the Premises for reletting), brokerage commissions, advertising costs, attorneys' fees and any economic incentives given to enter leases with replacement tenants.

ARTICLE 23 – LANDLORD'S DEFAULT

If Landlord shall fail to perform any obligation under this Lease required to be performed by Landlord, Landlord shall not be deemed to be in default hereunder nor subject to claims for damages of any kind, unless such failure shall have continued for a period of thirty (30) days after written notice thereof by Tenant or such additional time as may be required due to Unavoidable Delays or immediately in the event of emergency. If Landlord shall fail to cure within the time permitted for cure herein, Landlord shall be subject to such claims for damages and remedies as may be available to Tenant (subject to the other provisions of this Lease).

ARTICLE 24 -- INDEMNIFICATION

Except to the extent arising from the intentional or negligent acts of Landlord or Landlord's agents or employees, Tenant shall defend, indemnify and hold harmless Landlord from and against any and all claims, demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, costs and expenses, including without limitation, court costs and attorneys' fees arising from or relating to any violation of Law, loss of life, damage or injury to persons, property or business occurring in, about or from the Premises, or directly or indirectly caused by or in connection with any violation of this Lease or use of the Premises or Building by, or any

other act or omission of, Tenant, or any of their respective agents, employees, invitees or contractors. Without limiting the generality of the foregoing, Tenant specifically acknowledges that the indemnity undertaking herein shall apply to claims in connection with or arising out of any work as described in Article 8, the use or consumption of any utilities in the Premises under Article 10, any repairs or other work by or for Tenant under Article 11 and the transportation, use, storage, maintenance, generation, manufacturing, handling, disposal, release or discharge of any "Hazardous Material" as described in Article 26 (whether or not such matters shall have been theretofore approved by Landlord), except to the extent that any of the same arises from the intentional or negligent acts of Landlord or Landlord's agents or employees, or other tenants of the Building.

ARTICLE 25 -- SAFETY AND SECURITY DEVICES, SERVICES AND PROGRAMS

- A. Other than securing the Building on nights, weekends and holidays and with the exception of Landlord's security system installed within the Building ("Landlord Security System"), Landlord shall have no obligation to provide any safety or security devices, services or programs for Tenant or the Building and shall have no liability for failure to provide the same or for inadequacy of any measures provided. The risk that any safety or security device, service or program may not be effective, or may malfunction, or be circumvented, is assumed by Tenant with respect to Tenant's property and interests, and Tenant shall obtain insurance coverage to the extent Tenant desires protection against such acts and other losses, beyond that described in Article 13. Tenant agrees to cooperate in any safety or security program developed by Landlord or required by Law.
- B. Notwithstanding anything to the contrary contained in the Lease, the Tenant shall be entitled to (i) tie-in to the Landlord Security System in order to protect the Premises from unauthorized entry, or (ii) install and maintain a security system designed to protect the Premises from unauthorized entry and shall be entitled at any time to change or re-key any and all locks used in connection with the Premises. Notwithstanding the foregoing, such tie-in to the Landlord Security System or installation of a separate security system shall be subject to the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed. Prior to the tie-in to the Landlord Security System or installation of a separate security system, Tenant shall provide Landlord with the plans and specifications relating thereto and shall provide Landlord with ten (10) days in order to review and comment on same. In the event that Tenant replaces or re-keys any lock, Tenant shall, concurrently with such replacement or re-keying, provide Landlord with keys enabling Landlord to enter the Premises pursuant to the terms of the Lease. In addition to the foregoing, Tenant shall provide Landlord with the appropriate access codes in order to disable such system in the event Landlord must enter the Premises in an emergency.

ARTICLE 26 -- HAZARDOUS MATERIALS

Landlord warrants that the Building and Premises are free of materials which are considered hazardous, including but not limited to, asbestos and PCB's. Landlord shall maintain compliance with the Code at Landlord's cost. Tenant shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release, discharge or spill any "Hazardous Material" (as defined below), or permit any of the same to occur, or permit any Hazardous Materials to leak or migrate, on or about the Building or Premises. The term "Hazardous Material" for purposes hereof shall mean any flammable, explosive, toxic, radioactive, biological, corrosive or otherwise hazardous chemical, substance, liquid, gas, device, form of energy, material or waste or component thereof, including, without limitation, petroleum-based products, diesel fuel, paints, solvents, lead, radioactive materials, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, polychlorinated biphenyls (PCB's) and similar compounds, and any other items which now or subsequently are found to have an adverse effect on the environment or the health and safety of persons or animals or the presence of which requires investigation or remediation under any Law or governmental policy. Without limiting the generality of the foregoing, "Hazardous Material" includes any item defined as a "hazardous substance", "hazardous material", hazardous waste", "regulated substance" or "toxic substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., Clean Water Act, 33 U.S.C. §1251, et seq., Safe Drinking Water Act, 14 U.S.C. §300f, et seq., Toxic Substances Control Act, 15 U.S.C. §2601, et seq., Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136 et seq., Atomic Energy Act of 1954, 42 U.S.C. §2014 et seq., and any similar federal, state or local Laws, and all regulations,

guidelines, directives and other requirements thereunder, all as may be amended or supplemented from time to time. Notwithstanding anything contained herein to the contrary, nothing shall prohibit the use of those materials normally used in a medical practice.

ARTICLE 27 -- CAPTIONS AND SEVERABILITY

The captions of the Articles and Paragraphs of this Lease are for convenience of reference only and shall not be considered or referred to in resolving questions of interpretation. If any term or provision of this Lease or portion thereof shall be found invalid, void, illegal, or unenforceable generally or with respect to any particular party, by a court of competent jurisdiction, it shall not affect, impair or invalidate any other terms or provisions or the remaining portion thereof, or its enforceability with respect to any other party.

ARTICLE 28 -- DEFINITIONS

- A. "Affiliate" shall mean and refer to any person or entity controlling, controlled by, or under common control with another such person or entity. The term Affiliate shall include any person or entity controlling or controlled by or under common control with any general partner of Landlord or any general partner of Landlord's general partner.
- B. "Building" shall mean the building in which the Premises are located, together with the Common Areas, and any fixtures, Systems and Equipment, furniture and other personal property owned or leased by Landlord located thereon or therein and used in connection therewith.
- C. "Common Areas" shall have the meaning specified therefor in Article 12.
- D. "Control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such controlled person or entity; the ownership directly or indirectly, of at least fifty-one percent (51%) of the voting securities of, or possession of the right to vote, in the ordinary direction of its affairs, at least fifty-one percent (51%) of the voting interest in, any person or entity shall be presumed to constitute such control.
- E. "Default Rate" shall mean ten percent (10%) per annum, or the highest rate permitted by applicable Law, whichever shall be less.
- F. "Expenses" shall mean all amounts of every kind and nature (except for and subject to the Expense Exclusions in Article 6.H.) which Landlord shall pay during any calendar year any portion of which occurs during the Term in connection with the Building, including, without limitation, any amounts paid for: (a) utilities, (b) permits, licenses and certificates necessary to operate and manage the Building and costs of complying with other legal requirements, (c) insurance applicable to the Building, which may include, without limitation, commercial general liability insurance, "all risk" insurance, earthquake, flood, boiler and rent loss coverage, automobile, worker compensation and employer liability insurance, (d) supplies, materials, tools, equipment, and vehicles used in the operation, repair, maintenance and security, cleaning, landscaping, and other services for the Building, including rental, installment purchase and financing agreements therefor and interest thereunder, (e) accounting, legal, consulting and other services to the extent those costs apply only to the Building, (f) management fees and charges paid or incurred by Landlord with respect to management of the Building by a third party manager, (g) payments under any easement, agreement, or instrument pertaining to the sharing of costs in the Building, (h) alarm monitoring and security service, fire and police protection, removal of ice and snow, (i) operation, maintenance, repair, replacement, inspection, testing, painting, decorating and cleaning of: (i) parking, loading and service areas and driveways (including re-stripping and sealing), (ii) storm and sanitary drainage systems, (iii) Common Area lighting and other Systems and Equipment, (iv) flowers, shrubbery, trees, grass and other landscaping (including planting and replacement), (v) gutters and downspouts, roof flashings and roofs (including repairs), (vi) sidewalks and other walkways, exterior walls, foundations and other Common Areas, and decorations, fixtures, improvements and other facilities located in or serving any other Common Areas. The foregoing provision is for definitional purposes only and shall not be construed to impose any obligation

upon Landlord to incur such expenses. Landlord reserves the right to include Taxes attributable to the Common Areas apportioned first by the Building's proportional share of the Project, and then Tenant's Proportionate Share of the Building's proportionate share, as a part of Expenses rather than determining and billing the same separately. Notwithstanding anything in this Paragraph 28.F. to the contrary, Expenses shall not, however, include: interest and amortization of Mortgages, depreciation of buildings and other improvements (capital or otherwise), or capital expenditures, except those made primarily to reduce Expenses, or to comply with any Laws or other governmental requirements first taking effect after the Commencement Date; provided, all such permitted capital expenditures (together with reasonable finance charges) shall be amortized for purposes of this Lease over the useful life of the item, not to exceed five years.

- G. "HVAC" shall mean heating, ventilating and air-conditioning.
- H. "Landlord" and "Tenant" shall be applicable to one or more parties as the case may be, and the singular shall include the plural, and the neuter shall include the masculine and feminine; and if there be more than one, the obligations thereof shall be joint and several. If Tenant is a partnership, all new general partners admitted to the partnership after this Lease is entered shall be deemed jointly and severally liable for all obligations of Tenant hereunder, along with general partners at the time this Lease is entered, whether such obligations accrue before or after admission of such new partners. For purposes of any provisions indemnifying or limiting the liability of Landlord, the term "Landlord" shall include all of the parties identified in Article 33.
- I. "Law" or "Laws" shall mean all federal, state, county and local governmental and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedents in the state in which the Building is located, and decisions of federal courts applying the Laws of such state, at the time in question.
- J. "Lease Year" shall mean each calendar year or portion thereof during the Term, and any initial or final partial years are sometimes referred to herein as "Partial Lease Years"; provided, Landlord reserves the right to change the "Lease Year" to each consecutive twelve (12) month period commencing on the Commencement Date or such other date as Landlord shall designate by notice to Tenant.
- K. "Lender" shall mean the holder of any Mortgage at the time in question, and where such Mortgage is a ground lease, such term shall refer to the ground lessor.
- L. "Minimum Rent" shall mean the base rental amount exclusive of Taxes and Expenses.
- M. "Mortgage" shall mean all mortgages, deeds of trust, ground leases and other such encumbrances now or hereafter placed upon the Building or any part thereof, and all renewals, modifications, consolidations, replacements or extensions thereof, and all indebtedness now or hereafter secured thereby and all interest thereon.
- N. "Rent" shall have the meaning specified therefor in Article 5.
- O. "Systems and Equipment" shall mean any machinery, ducts, cables, wires, and other equipment, facilities, and systems designed to supply light or any other services or utilities, or comprising or serving as any component or portion of any electrical, plumbing, water, sewer, sprinkler, communications, alarm, security, or other systems or equipment for the Building, except to the extent that any of the same serves any tenant exclusively or is subject to shared tenant use as described in Article 10.
- P. "Taxes" shall mean all federal, state, county, or local governmental, special district, improvement district, municipal or other political subdivision taxes, fees, levies, assessments, charges or other impositions of every kind and nature (except for those taxes listed in the Expense Exclusions in Article 6.H.), whether foreseen or unforeseen, general, special, ordinary or extraordinary (unless required to be paid by Tenant

under Article 6), respecting the Building and the Common Areas, including without limitation, real estate and other ad valorem taxes, general and special assessments, interest on any special assessments paid in installments, transit taxes, water and sewer rents, taxes based upon the receipt of rent including, without limitation, gross receipts taxes applicable to the receipt of rent, personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, Systems and Equipment, appurtenances, furniture and other personal property used in connection with the Building which Landlord shall pay during any calendar year, any portion of which occurs during the Term (without regard to any different fiscal year used by such government or municipal authority except as provided in Article 6). Notwithstanding the foregoing, Taxes shall not include excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes, and other taxes to the extent applicable to Landlord's general or net income (as opposed to rents, receipts or income attributable to operations at the Building). If the method of taxation of real estate prevailing at the time of execution hereof shall be, or has been altered, so as to cause the whole or any part of the taxes now, hereafter or theretofore levied, assessed or imposed on real estate to be levied, assessed or imposed on Landlord, wholly or partially, as a capital levy or otherwise, or on or measured by the rents received therefrom, then such new or altered taxes attributable to the Building shall be included within the term "Taxes", except that the same shall not include any enhancement of said tax attributable to other income of Landlord. Tenant shall pay increased Taxes whether Taxes are increased as a result of increases in the assessment or valuation of the Building (whether based on a sale, change in ownership or refinancing of the Building or otherwise), increases in tax rates, reduction or elimination of any rollbacks or other deductions available under current law, scheduled reductions of any tax abatement, elimination, invalidity or withdrawal of any tax abatement, or for any other cause whatsoever. In addition, Landlord may include in Taxes any actual, out-of-pocket expenses incurred by Landlord in attempting to protest, reduce or minimize Taxes (including without limitation, fees for attorneys, consultants, appraisers and other experts) in the calendar year such expenses are paid. If any taxes or assessments are assessed against larger sites that include the Building, Landlord may equitably allocate such taxes and assessments to determine the Building's share.

- Q.** "Tenant's Proportionate Share" is currently 27.258%. If there should be an actual increase or decrease in the RSF of the Building or the Premises and Landlord provides written verification that such increase or decrease has been calculated in accordance with the then-applicable ANSI/BOMA standards, Tenant's Proportionate Share shall be adjusted accordingly and the parties' shall memorialize the adjustment in writing. As of the Commencement Date of this Lease, the RSF of the Building is 41,969.
- R.** "Unavoidable Delays" shall mean delays due to strikes, lockouts, labor troubles, inability to procure labor or materials or reasonable substitutes therefor, failure of power, governmental requirements, restrictions or Laws, fire or other casualty damage, war or civil disorder, or other causes beyond the reasonable control of the party delayed; provided, Unavoidable Delays hereunder shall not include delays resulting from changes in economic or market conditions, or financial or internal problems of the parties or problems that can be satisfied by the payment of money. As a condition to Tenant's right to claim an Unavoidable Delay, Tenant shall notify Landlord within seven (7) days after the delay occurs and on at least a weekly basis thereafter describing in reasonable detail the nature and the status of Tenant's diligent efforts to end the delay.

ARTICLE 29 -- RULES

Tenant shall comply with all of the rules which are set forth in Rider One attached to this Lease, as the same may be amended or supplemented hereunder (the "Rules"). Landlord shall have the right by reasonable written notice to Tenant to reasonably amend such Rules and supplement the same with other reasonable Rules relating to the Building or the promotion of safety, care, cleanliness or good order therein. Nothing herein shall be construed to give Tenant or any other party any claim against Landlord arising out of the violation of such Rules by any other tenant, occupant or visitor of the Building, or out of the enforcement, modification or waiver of the Rules by Landlord in any particular instance. Notwithstanding the above, Landlord shall apply the Rules equally and without prejudice to all tenants in the Project.

ARTICLE 30 -- NO WAIVER

No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and Landlord's consent respecting any action by Tenant shall not constitute a waiver of the requirement for obtaining Landlord's consent respecting any subsequent action. Acceptance of Rent by Landlord shall not constitute a waiver of any breach by Tenant of any term or provision of this Lease. No acceptance of a lesser amount than the Rent herein stipulated shall be deemed a waiver of Landlord's right to receive the full amount due, nor shall any endorsement or statement on any check or payment or any letter accompanying such check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the full amount due. The acceptance of Rent or of the performance of any other term or provision from any party other than Tenant, including any Transferee, shall not constitute a waiver of Landlord's right to approve any Transfer.

ARTICLE 31 -- ATTORNEYS' FEES, COUNTERCLAIMS, VENUE AND JURY TRIAL

In the event of any litigation between the parties relating to this Lease, the Premises, the Building, or the Project, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs as part of the judgment or settlement therein. If either party shall be made a party to any litigation commenced by or against the other party and is not found to be at fault, the other party shall pay all reasonable costs, expenses and attorneys' fees incurred by such party in connection with such litigation. Any action or proceeding brought by either party against the other for any matter arising out of or in any way relating to this Lease, the Premises, the Building, or the Project, shall be heard in the County where the Building is located. In any forcible entry and detainer proceeding, or similar summary proceeding or other action based on termination or holdover of this Lease, Tenant shall not interpose by consolidation of actions, removal to chancery or otherwise, any counterclaim, claim for set-off, recoupment or deduction of Rent, or other claim seeking affirmative relief of any kind (except a mandatory or compulsory counterclaim which Tenant would forfeit if not so interposed), it being the intent of the parties hereto that Tenant be strictly limited in such instance to bringing a separate action in the court of appropriate jurisdiction. The foregoing waiver is a material inducement to Landlord making, executing and delivering this Lease. Landlord and Tenant waive their right to trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other, or with respect to any issue or defense raised therein (including but not limited to the right to an advisory jury), including but not limited to with respect to any matters whatsoever arising out of, or in any way connected with this Lease, the relationship of Landlord and Tenant and Tenant's use and occupancy of the Premises.

ARTICLE 32 -- PERSONAL PROPERTY TAXES

Tenant shall pay before delinquent all taxes, assessments, license fees, charges or other governmental impositions assessed against or levied or imposed upon Tenant's business operations, Tenant's leasehold interest, or based on Tenant's use or occupancy of the Premises, or Tenant's fixtures, furnishings, equipment, leasehold improvements, inventory, merchandise, and personal property located in the Premises (whether or not title shall have vested in Landlord pursuant to any provision hereof). Whenever possible, Tenant shall cause all such items to be assessed and billed separately from the property of Landlord and other parties. If any such items shall be assessed and billed with the property of Landlord or another party, Landlord shall include the same or an appropriate portion thereof in Expenses, or shall reasonably allocate the same or an appropriate share thereof between Tenant and such other party (and Tenant shall promptly pay the amount so allocated to Tenant).

ARTICLE 33 -- NOTICES

Except as expressly provided to the contrary in this Lease, every notice, demand or other communication given by either party to the other with respect hereto or to the Premises or Building, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by national air courier service, or United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Tenant:

Midwest Physician Alliance, Inc.
Attention: Chief Operating Officer
13001 S. 104TH Avenue, Suite 100
Palos Park, Illinois 60464

-AND-

Midwest Physician Alliance, Inc.
Attention: Chief Operating Officer
11560 South Kedzie Avenue
Merrionette Park, Illinois 60803

If to Landlord:

Corinthian Kedzie LLC
11600 South Kedzie Avenue
Merrionette Park, Illinois 60803

-AND-

Starr, Bejgiert, Zink & Rowells
Attention: Dave Bejgiert
35 East Wacker Drive, Suite 1870
Chicago, Illinois 60601

or such other address or addresses as Tenant or Landlord may from time to time designate by notice given as above provided. Every notice or other communication hereunder shall be deemed to have been served as of the second (2nd) business day following the date of such mailing or the first business day following the date of such dispatch by national air courier service or immediately if personally delivered. Notices not sent in accordance with the foregoing shall be of no force or effect until received by the foregoing parties at such addresses required herein.

ARTICLE 34 -- REAL ESTATE BROKERS

Tenant shall defend, indemnify and hold Landlord harmless from all damages, judgments, liabilities and expenses (including attorneys' fees) arising from any claims or demands of any broker, agent or finder with whom Tenant has dealt for any commission or fee alleged to be due in connection with its participation in the procurement of Tenant or the negotiation with Tenant of this Lease, other than a broker with whom Landlord has signed a written agreement relating to this Lease. Notwithstanding anything contained herein to the contrary, Landlord agrees that it shall pay a commission to ProTen Realty Group ("Tenant's Broker") per the separate Commission Agreement dated February 2, 2016, as a part of this transaction.

ARTICLE 35 -- GENERATOR

- A. Subject to all applicable law and any regulations, Landlord hereby grants Tenant a license for the Term (as the same may be terminated or extended pursuant to this Lease) to install up to a back-up natural-gas powered generator with associated tank and concrete pad (collectively, the "Generator") in the parking spaces immediately adjacent to the exterior wall of the catheter lab (the "Generator Area"), and to use such portions of the common areas within the Building (taking into account the location of the Generator Area) as reasonably required (and reasonably approved by Landlord) to connect the Generator to the Premises, all subject to the terms and conditions of this Article 35. The license to install the Generator specified in this Article 35 is and shall be personal to Tenant and any Permitted Transferee and shall not be transferred or assigned by Tenant or inure to the benefit of any party other than the Tenant and any Permitted Transferee. In no event will Tenant be entitled to install any underground storage tanks in connection with the Generator or the license granted to Tenant hereunder. The license granted hereby shall be non-revocable

by Landlord, except in the event of a default by Tenant under this Lease which continues beyond the applicable notice and cure period.

- B. Location; Approval of Plans. Landlord will have the right to review and approve, in its reasonable discretion, all plans and specifications for the Generator and for the installation of the Generator and any related equipment including, but not limited to the Generator switch-gear location and/or electrical control panel. Landlord will have the right, in its commercially reasonable judgment, to designate the location of all equipment connecting the Generator with the Premises (including, without limitation, all wires, cables and other connecting equipment).
- C. Costs. Tenant will be solely responsible for all costs and expenses incurred in installing, operating (including any utility expense), maintaining, repairing and removing the Generator from the common area and the Generator's connections with the Premises. Without limiting the foregoing, Tenant will, at its sole cost and expense, comply with all laws, and all reasonable procedures established by Landlord, relating to the installation (including supplemental landscaping and the restoration of common areas of the Building to their pre-installation condition if disturbed by Tenant's installation of the Generator), operation, maintenance, repair and removal of the Generator and related equipment and facilities, the Generator's connections with the Premises and the storage and use of any hazardous materials related thereto, including, without limitation, diesel fuel.
- D. Title and Liability. Title in and to the Generator and all equipment related thereto installed by Tenant will be vested in Tenant throughout the Term. Unless otherwise caused by the negligence or willful misconduct of Landlord, Tenant will indemnify, defend and hold Landlord, Landlord's managing agent, and Landlord's mortgagees and contractors harmless from and against any and all claims, liens, costs, expenses and liabilities (including reasonable attorneys' fees) arising out of or in connection with the Generator. The provisions of this sub-section D. shall inure to the benefit of Landlord's successors and/or assigns. Tenant's obligations under this sub-section D. will survive the expiration or earlier termination of the Term.
- E. Removal. Tenant will, at its sole cost and expense, remove the Generator and all equipment and facilities related thereto installed by Tenant upon the earlier to occur of (i) Tenant's permanent vacation of the Premises or (ii) on or before the end of the term of this Lease. Upon such removal, Tenant shall promptly restore the Generator Area and those portions of the Building Common Areas used for the Generator and/or used to connect the Generator to the Premises, including, without limitation, parking spaces and asphalt, to their original condition that existed prior to the installation of the Generator. The provisions of this sub-section E. shall survive the termination or expiration of this Lease.

ARTICLE 36 -- MISCELLANEOUS

- A. Each of the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, guardians, custodians, successors and assigns, subject to the provisions of Article 20 respecting Transfers.
- B. This Lease shall be construed in accordance with the Laws of the State of Illinois.
- C. All obligations (including indemnity obligations) or rights of either party arising during or attributable to the period prior to expiration or earlier termination of this Lease shall survive such expiration or earlier termination.
- D. Landlord agrees that if Tenant timely pays the Rent and performs the terms and provisions hereunder, Tenant shall hold and have quiet enjoyment of the Premises during the Term, free of lawful claims by any party acting by or through Landlord, subject to all other terms and provisions of this Lease.
- E. The parties agree that they intend hereby to create only the relationship of landlord and tenant. No provision hereof, or act of either party hereunder, shall be construed as creating the relationship of principal

and agent, or as creating a partnership, joint venture or other enterprise, or render either party liable for any of the debts or obligations of the other party, except under any indemnity provisions of this Lease.

- F. This Lease, and any Riders and Exhibits hereto, have been mutually negotiated by Landlord and Tenant, and any ambiguities shall not be interpreted in favor of either party.

ARTICLE 37 -- LAWS & CODES AND THE AMERICANS WITH DISABILITIES ACT

Landlord confirms the Project complies with all laws, codes and other governmental rules and regulations including but not limited to ADA and CFC's and fire and life safety ingress and egress. Landlord shall be responsible for compliance with the Americans with Disabilities Act of 1992 and regulations and guidelines promulgated there under, as all of the same may be amended and supplemented from time to time (collectively referred to herein as "ADA") in the common areas including, but not limited to, main lobbies, common corridors, toilet rooms, egress exits and drinking fountains of the Building and Base Building Work. The parties acknowledge that the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time (collectively referred to herein as the "ADA"), establish requirements for business operations, accessibility and barrier removal, and that such requirements may or may not apply to the Premises and Building depending on, among other things: (1) Tenant's business is deemed a "public accommodation" or "commercial facility", (2) whether such requirements are "readily achievable", and (3) whether a given alteration affects a "primary function area" or triggers "path of travel requirements". The parties agree that: (a) Landlord shall be responsible for ADA Title III compliance for all areas of the Building, Common Areas, and the Premises. The parties shall each be solely responsible for requirements under Title I of the ADA relating to their respective employees.

ARTICLE 38 -- PARKING

Tenant and Tenant's employees shall park their cars only in those parking areas designated by Landlord for tenant and employee parking and shall use such areas only for parking cars. The Project has 529 parking spaces available for the approximately 100,000 RSF of building space amongst the three (3) buildings in the Project. Landlord shall provide a minimum of 5.2 parking spaces per 1,000 RSF of space leased by Tenant for the Term and any extensions and of these parking spaces, Tenant shall have the exclusive use of twenty (20) reserved parking spaces within the parking area designed on Exhibit B attached hereto. Landlord reserves the right to assign specific spaces, and reserve spaces for small cars, handicapped individuals, and other tenants, customers of tenants or other parties (and Tenant and its employees, visitors and invitees shall not park in any such assigned or reserved spaces). In case of any violation of these provisions, or any applicable Laws, Landlord may refuse to permit the violator to park, and remove the vehicle owned or driven by the violator from the Building without liability whatsoever, at such violator's risk and expense. These provisions shall be in addition to any other remedies available to Landlord under this Lease or otherwise. Landlord represents and covenants that, as of the Commencement Date and throughout the Term and any extensions of the Lease (i) Landlord will provide an adequate number of handicapped parking spaces placed around the Building as required by local code, and (ii) all parking spaces shall be free of charge to Tenant and its employees, patients and invitees.

ARTICLE 39 -- SIGNAGE

- A. At Tenant's cost (except for Building directory listing in the Lobby and inside Suite Entry signs, which will be provided and paid for by Landlord per Building standards), Tenant shall have the right to: (i) Building Top signage, (ii) Eyebrow signage, (iii) Monument signage, (iv) Main lobby signage, and (v) Suite Entry signage for the outside separate entry as partially shown on Exhibit D and subject to the requirements of Article 8.
- B. Landlord, at Landlord's sole cost and expense shall, prior to the Commencement Date, remove the Everest College sign (including the signage housing) above the main entrance to the Building.

ARTICLE 40 -- HEALTH CARE REQUIREMENTS

- A. Health Care Regulatory Requirements.** To the extent the following is applicable, and to the extent Landlord or any owner of Landlord is a physician, the parties hereto acknowledge and agree that (a) the Premises leased hereunder do not exceed that which are reasonable and necessary for Tenant's legitimate business purpose and are used exclusively by Tenant during the Term; (b) the rental charges over the Term are set in advance, are consistent with fair market value, and are not determined in a manner that takes into account the volume or value of any referrals or other business generated between the parties; and (c) this arrangement would be commercially reasonable even if no referrals were made between the parties. Nothing in this Lease, whether written or oral, nor any consideration in connection herewith requires the referral of any patient. This Lease is not intended to influence the judgment of Tenant in choosing the medical facility appropriate for the proper treatment of patients. Tenant shall not receive any compensation or remuneration in exchange for referrals. The parties hereto support a patient's right to select the medical facility of his or her choice. The parties specifically do not intend to violate the federal (or any state's versions of the) Stark Law and Anti-Kickback Statute and intend to meet the requirements of the Lease Exception set forth at 42 CFR 411.357(a), and to the extent possible, of the Lease Safe Harbor set forth at 42 CFR 1001.952(b).
- B. No Referral Obligation.** To the extent applicable, and to the extent Landlord or any owner of Landlord is a physician, nothing in the Lease shall be construed to require Landlord to refer patients to Tenant or to require Tenant to refer patients to Landlord.
- C. Compliance With All Laws.** To the extent applicable, and to the extent Landlord or any owner of Landlord is a physician, each party warrants that any use of the Premises and any services to be provided hereunder, whether by either party directly or by an approved subtenant, shall fully comply with all applicable federal, state, and local statutes, laws, rules, and regulations now in effect or hereafter enacted or passed during the Term, and that it shall be deemed a material default of this Lease if either party shall fail to observe this requirement. If such a breach is not cured in accordance with this Lease, the other party may terminate this Lease without penalty and without limiting any other rights and remedies set forth in this Lease. Specifically, but not by way of limitation, each party warrants that any use of the Premises and any service to be provided hereunder shall comply with all applicable statutes, laws, rules, regulations, and accreditation standards and requirements of Medicare or Medicaid or other federal or state health programs, The Joint Commission, as applicable, the Health Insurance Portability and Accountability Act of 1996 and all regulations promulgated thereunder ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2010, 42 U.S.C. §§ 17921 and 17931 et. seq. ("HITECH ACT"), the National Committee for Quality Assurance, as applicable, and updates to incorporate any changes to such statutes, laws, rules, regulations, standards, and requirements.

ARTICLE 41 -- ENTIRE AGREEMENT

This Lease, together with all Riders and Exhibits attached hereto (**WHICH COLLECTIVELY ARE HEREBY INCORPORATED WHERE REFERRED TO HEREIN AND MADE A PART HEREOF AS THOUGH FULLY SET FORTH**), contains all the terms and provisions between Landlord and Tenant relating to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same shall be of any force or effect. **TENANT HAS RELIED ON TENANT'S INSPECTIONS AND DUE DILIGENCE IN ENTERING THIS LEASE AND NOT ON ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE CONDITION OR SUITABILITY OF THE PREMISES OR BUILDING FOR ANY PARTICULAR PURPOSE OR CONCERNING ANY OTHER MATTER.** Neither this Lease, nor any Riders or Exhibits referred to above may be modified, except in writing signed by both parties.

ARTICLE 42 -- EXCLUSIVITY

- A. Exclusive Use.** As used in this Article 42, the "Exclusive Use" shall mean the practice of cardiac medicine or provision of cardiology services.

B. Exclusivity. So long as Tenant is not in Default under this Lease and the primary use being made of the Premises is the Exclusive Use, and subject to applicable anti-trust and fair trade laws, statutes, rules and regulations, Landlord agrees that Landlord will include in all leases for all other tenants an express restriction from using the Premises for the Exclusive Use (but such restriction shall only apply for so long as the foregoing conditions are then in effect). It shall not be a breach of the aforesaid covenant and Landlord shall have no liability to Tenant hereunder if:

(a) any tenant of the Building uses its premises for the Exclusive Use in violation of the express permitted use set forth in such tenant's lease;

(b) any tenant of the Building uses its premises for the Exclusive Use, but such use is incidental to and not the primary use permitted under such tenant's lease; or

(c) any tenant of the Building subleases its premises or transfers or assigns its lease (whether by voluntary transfer, bankruptcy or operation of law) to a tenant which uses its premises for the Exclusive Use; provided, however, that Landlord shall, if and to the extent permitted by law, withhold its consent to any such sublease, transfer or assignment.

C. Enforcement. In the event of the occurrence of an event described in either clause (a) or (c) of Paragraph B above, Landlord shall use reasonable efforts (but shall not be obligated to institute any legal action) to cause the applicable tenant to cease such unpermitted use; provided, however, that if such unpermitted use continues for ninety (90) days or more and Landlord has not instituted any legal action to cause such tenant to cease such unpermitted use, then Tenant shall be authorized, at Tenant's expense and as Landlord's assignee, to institute legal action to cause such tenant to cease such unpermitted use, and shall be entitled to keep all legal fees awarded in such action.

ARTICLE 43 -- PURCHASE RIGHT

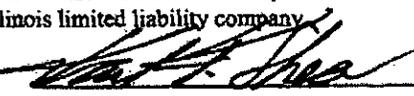
Throughout the Term and any Renewal Term, provided Tenant is not then in Default under this Lease beyond any applicable cure period, Tenant shall have the right of first offer for thirty (30) days after written notice from Landlord to purchase the Building when the Landlord decides to sell the Building based on a mutually agreeable capitalization rate ("Cap Rate") which shall not be lower than seven percent (7%) and will be based on a formula that shall have the Cap Rate applied on a "true" net income number, that the Tenant will be able to review thoroughly, and at its option, audit.

[Signature Page Follows]

IN TESTIMONY WHEREOF, the parties have caused this Lease to be executed as of the day and year first above written.

LANDLORD:

CORINTHIAN KEDZIE LLC,
an Illinois limited liability company

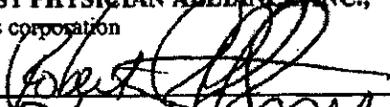
By: 

Name: Karl F. Shea

Its: Manager

TENANT:

MIDWEST PHYSICIAN ALLIANCE, INC.,
an Illinois corporation

By: 

Name: Robert Daffaldano

Its: Exec Committee

RIDER ONE

Rules

(1) **Common Areas.** Tenant shall not use the Common Areas, including areas adjacent to the Premises, for any purpose other than ingress and egress and parking, and any such use thereof shall be subject to the other provisions of this Lease, including these Rules. Utility closets and other such areas shall be used only for the purposes and in the manner designated by Landlord, and may not be used by Tenant, or its contractors, agents, employees, or other parties without Landlord's prior written consent, except for those in the Premises for Tenant's exclusive use.

(2) **Deliveries.** Furniture, inventory and all other deliveries shall be at Tenant's sole risk. Tenant shall move into the Premises all inventory, supplies, furniture, equipment and other items within a reasonable period after they are received.

(3) **Trash, Pest Control and Fire Protection.** All garbage, refuse, trash and other waste shall be kept in the kind of container, placed in the areas, and prepared for collection in the manner and at the times and places specified by Landlord. If Landlord designates a service to pick up such items, Tenant shall also use the same at Tenant's cost. Tenant shall use, at Tenant's cost, such pest and rodent extermination contractor as Landlord may direct and at such intervals as Landlord may require; Tenant shall provide Landlord with evidence of Tenant's compliance with this provision within five (5) days after Landlord's written request. Notwithstanding the foregoing, Landlord may provide or arrange for trash collection, pest control and/or supervised fire sprinkler and/or alarm service for the Building; in such case, Tenant shall pay Tenant's Proportionate Share of the cost thereof (or such other share as Landlord may fairly and reasonably determine) to Landlord on or before the first day of each calendar month in advance, or Landlord may include such charges in Expenses.

(4) **Signs and Display Windows.** Tenant shall not place any sign or other thing of any kind outside the Premises (including without limitation, exterior walls and roof), or on the interior or exterior surfaces of glass panes or doors, except such single sign as Landlord shall expressly approve in writing for or in connection with Tenant's Premises. Within the Premises, Tenant shall not: (i) install any sign within 24 inches of any window, or (ii) install any sign that is visible from outside the Premises or that is illuminated, without Landlord's prior written approval. All Tenant's signs shall be professionally designed, prepared and installed and in good taste so as not to detract from the general appearance of the Premises or the Building and shall comply with the sign criteria developed by Landlord from time to time. The term "sign" in this Rule shall mean any sign, placard, picture, name, direction, lettering, insignia or trademark, advertising material, advertising display, awning or other such item, except that Tenant's sign shall be an actual sign. Blinds, shades, drapes or other such items shall not be placed in or about the windows in the Premises except to the extent, if any, that the character, shape, design, color, material and make thereof is first approved by Landlord in writing.

(5) **Plumbing Equipment.** The toilet rooms, urinals, wash bowls, drains and sewers and other plumbing fixtures, equipment and lines shall not be misused or used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein.

(6) **Roof; Awnings and Projections.** Tenant shall not install any aerial, antennae, satellite dish or any other device on the roof, exterior walls or Common Areas of the Building. No awning or other projection shall be attached by or for Tenant to the exterior walls of the Premises or the Building.

(7) **Locks and Keys.** Upon termination of the Lease or Tenant's right to possession, Tenant shall: (i) return to Landlord all keys, parking stickers or cards, and in the event of loss of any such items shall pay Landlord therefor, and (ii) advise Landlord as to the combination of any vaults or locks that Landlord permits to remain in the Premises.

(8) **Unattended Premises.** Before leaving the Premises unattended, Tenant shall close and securely lock all doors or other means of entry to the Premises and shut off all lights (except signs required to be illuminated

hereunder), water faucets and other utilities in the Premises (except heat to the extent necessary to prevent the freezing or bursting of pipes).

(9) **Energy Conservation.** Tenant shall not waste electricity, water, heat or air conditioning, or other utilities or services, and agrees to cooperate fully with Landlord and comply with any Laws to assure the most effective and energy efficient operation of the Building.

(10) **Food, Beverages, Game and Vending Machines.** Except to the extent expressly permitted under Article 1 of this Lease, Tenant shall not: (i) use the Premises for the manufacture, preparation, display, sale, barter, trade, gift or service of food or beverages, including without limitation, intoxicating liquors, or (ii) install, operate or use any video, electronic or pinball game or machine, or any coin or token operated vending machine or device to provide products, merchandise, food, beverages, candy, cigarettes or other commodities or services including, but not limited to, pay telephones, pay lockers, pay toilets, scales, and amusement devices.

(11) **Going-Out-Of-Business Sales and Auctions.** Tenant shall not use, or permit any other party to use, the Premises for any distress, fire, bankruptcy, closeout, "lost our lease" or going-out-of-business sale or auction. Tenant shall not display any signs advertising the foregoing anywhere in or about the Premises. This prohibition shall also apply to Tenant's creditors.

(12) **Labor Relations.** Tenant shall conduct its labor relations and relations with employees so as to avoid strikes, picketing, and boycotts of, on or about the Premises or Building. If any employees strike, or if picket lines or boycotts or other visible activities objectionable to Landlord are established, conducted or carried out against Tenant, its employees, agents, contractors, or subcontractors in or about the Premises or Building, Tenant shall immediately close the Premises and remove or cause to be removed all such employees, agents, contractors, and subcontractors until the dispute has been settled.

(13) **Landlord's Trade Name and Trademarks.** No symbol, design, name, mark or insignia adopted by Landlord for the Building or picture or likeness of the Building shall be used by Tenant without the prior written consent of Landlord.

(14) **Prohibited Activities.** Tenant shall not: (i) use strobe or flashing lights in or on the Premises or in any signs therefor, (ii) use, sell or distribute any leaflets, handbills, bumper stickers, other stickers or decals, balloons or other such articles in the Premises (or other areas of the Building), (iii) operate any loudspeaker, television set, phonograph, radio, CD player or other musical or sound producing instrument or device so as to be heard outside the Premises, (iv) operate any electrical or other device which interferes with or impairs radio, television, microwave, or other broadcasting or reception from or in the Building or elsewhere, (v) bring or permit any other vehicle, or dog (except in the company of a blind party), or other animal, fish or bird in the Building, (vi) make or permit objectionable noise, vibration or odor to emanate from the Premises or any equipment serving the same, (vii) do or permit anything in or about the Premises that is unlawful, immoral, obscene, pornographic, or which tends to create or maintain a nuisance or do any act tending to injure the reputation of the Building, (viii) use or permit upon the Premises anything that violates the certificates of occupancy issued for the Premises or the Building, or causes a cancellation of Landlord's insurance policies or increases Landlord's insurance premiums (and Tenant shall comply with all requirements of Landlord's insurance carriers, the American Insurance Association, and any board of fire underwriters), (ix) use the Premises for any purpose, or permit upon the Premises anything, that may be dangerous to parties or property (including but not limited to flammable oils, fluids, paints, chemicals, firearms or any explosive articles or materials), (x) permit any of its employees or customers to loiter in any Common Areas, nor (xi) do or permit anything to be done upon the Premises in any way tending to disturb, bother or annoy any other occupant at the Building or the occupants of neighboring property.

(15) **Responsibility for Compliance.** Tenant shall be responsible for ensuring compliance with these Rules, as they may be amended, by Tenant's employees and as applicable, by Tenant's agents, invitees, contractors, subcontractors, and suppliers.

EXHIBIT A
FIRST FLOOR PLAN

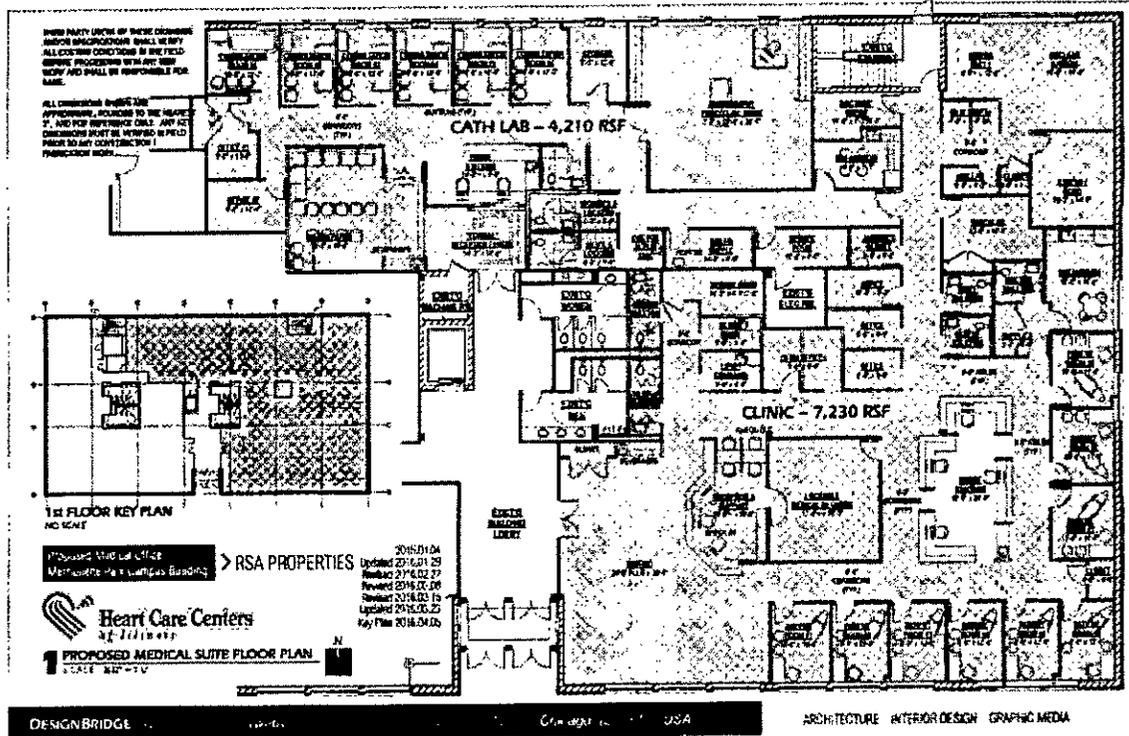
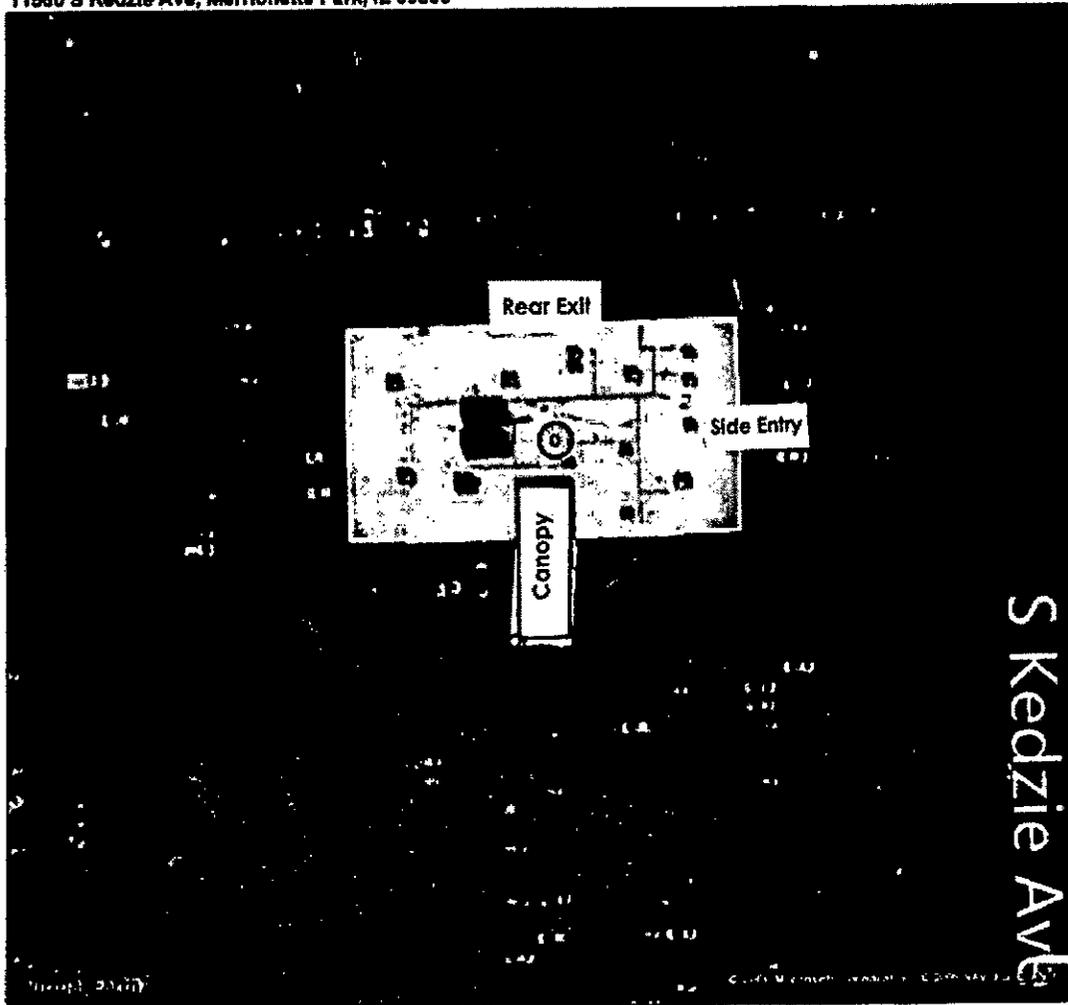


EXHIBIT B

BUILDING ENTRIES & COMMON AREAS AND PARKING

NOTE: THE SIDE AREA IS NO LONGER APPLICABLE

11560 S Kedzie Ave, Merrionette Park, IL 60803



ProTen Realty Group
CORPAC International

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EXHIBIT C

LANDLORD'S WORK

Landlord shall provide a turnkey to a detailed plan by Landlord's architect approved by Tenant in writing. Construction shall include, but not be limited to, all fees for construction, architectural, design, mechanical, engineering, permitting, and the cost of consultants relating to the transaction and related build-out. Shielding, i.e., lead lining to shield GE OEC 9900, will be provided as and where required and specified by a radiation shielding physicist for minimal shielding requirements; provided, however, that notwithstanding anything to the contrary that may or may not be specified by a radiation shielding specialist, the east-wall separating the angiography suite from the physicians' offices and breakroom will be shielded. *Note:* all other installation requirements for Tenant's medical equipment will be provided by Tenant's equipment installation contractor(s). Landlord will fully cooperate with Tenant's equipment installation contractor(s).

LANDLORD'S WORK

Landlord to design and construct on a Turnkey basis (as more completely described in Article 6 of the Lease), the Premises based on Final Plans approved in writing by Tenant. Construction Finishes for the Premises to be part of the Turnkey by Landlord are: Landlord to provide the following construction and finishes for the Premises as listed on the floor plan dated 3/23/16 and attached as Exhibit A as Landlord's Work:

1. Partition walls,
2. Drywall (5/8", taped, primed and painted),
3. 120/277 electrical,
4. Plumbing,
5. HVAC
6. Lighting,
7. Fire sprinklers,
8. Finished flooring,
9. Finished ceiling,
10. Doors,
11. Windows,
12. Writing platforms in consultation rooms and patient rooms, as needed,
13. Split air conditioning system in Server room,
14. Counters and cabinetry for reception area, nurse stations, break room, beverage center and washrooms.
15. Lead lining to shield GE OEC 9900 where required and specified by a radiation shielding physicist; provided, however, that notwithstanding anything to the contrary that may or may not be specified by a radiation shielding specialist, the east-wall separating the angiography suite from the physicians' offices and breakroom will be shielded

LANDLORD COVENANTS TO TENANT THAT THE TYPE AND QUALITY OF FINISHES WILL BE SUBSTANTIALLY SIMILAR TO OR BETTER THAN HEART CARE CENTER'S MOKENA FACILITY.

Not included in Landlord's construction is:

16. Low voltage wiring (phone/data, alarm, video), and
17. Additional shelving and cabinets not specified in the approved floor plan 3/23/16.
18. Backup electrical power.
19. Mobile furniture (desk, chairs, etc.).
20. Oxygen / air supplies.
21. Emergency door.

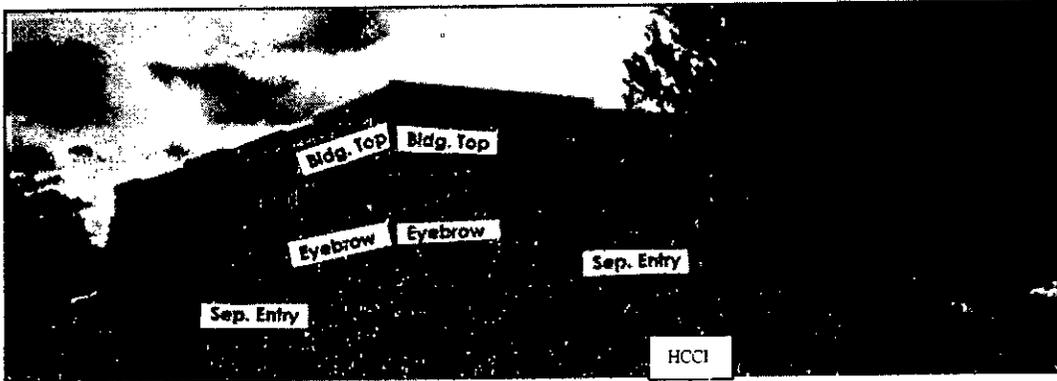
Description of Room Finishes

- **Waiting Area**
 - Vinyl planking throughout walkways
 - Carpeted flooring in seating area
 - Crown molding on walls
 - 10 foot ceilings
 - Stained oak wood paneling approximately four feet high
 - Brown vinyl base
 - Two foot by four foot acoustic ceiling tile with two foot by four foot fluorescent lighting
 - Painted walls (2 coats satin finish)
- **Reception Area**
 - Stained oak reception desk
 - Stained oak built-in cabinets
 - Double soffit ceilings with crown molding on top soffit
 - Carpeted flooring
 - LED luminaires surrounding reception desk
- **Washrooms**
 - ADA compliant
 - Corian counters, Bobrick accessories and Kohler fixtures
 - 2"x2" ceramic floor tile
- **Hallways**
 - Six foot wide aisles
 - Nine foot high ceilings
 - Two foot by four foot acoustic ceiling tile with two foot by four foot fluorescent lighting
 - Vinyl composition tile flooring
 - Vinyl base
 - Painted walls
 - Edge guards on outside corners
- **Exam Rooms**
 - Nine foot high ceilings
 - Two foot by four foot acoustic ceiling tile with two foot by four foot fluorescent lighting
 - Vinyl composition tile flooring
 - Vinyl base
 - Painted walls
 - Sink base cabinet with sink, faucet and goose-neck spout
 - Wall-mounted desk counter
 - Bobrick hand towel dispenser above sink
- All Doors - Solid-core red oak veneer with clear satin finish and door hardware with locks as required.
- All Walls - 5/8" drywall on 3-5/8" metal studs on 16" centers per plan
- All Mechanicals - Reworked as needed to meet HCCI requirements.
- In addition to the above, Landlord shall, at Landlord's sole cost and expense, install an electronic lock on existing interior stairwell door.

EXHIBIT D

SIGNAGE

NOTE : THERE IS NO LONGER AN ENTRY ON THE EAST SIDE OF BUILDING; NO SIGNAGE



Monument Signage
On Kedzie Avenue
(new and separate or on
the existing sign)

EXHIBIT E

TENANT'S INITIAL INSTALLATION

1. Tenant shall install certain physician-specific furniture, fixtures and equipment within the Premises.
2. Tenant shall have the right to install the Generator.

EXHIBIT F

TEMPERATURE TOLERANCES

Summer:	Not more than 76 degrees Fahrenheit dry bulb / inside when outside temperatures reach a high, up to 95 degrees Fahrenheit dry bulb, 74 degrees Fahrenheit wet bulb.
Winter:	Not less than 70 degrees Fahrenheit dry bulb / inside when outside temperatures reach a low, up to -10 degrees Fahrenheit dry bulb.
Building Supply System:	55 degrees Fahrenheit maximum temperature of supply air for cooling; 60 degrees Fahrenheit minimum temperature of supply air for heating.
Air Quantity Delivered to the Premises:	1.0 cfm/usable square foot with a minimum twenty percent (20%) comprised of outside fresh air.
Design Population:	One (1) person per one hundred (100) usable square foot with a maximum of electrical and office machine load of five (5) watts per usable square foot.

Letter of Intent to Sublease

(see attached)

October 11, 2017

Premier Cardiac Surgery Center, LLC
11560 South Kedzie Avenue, Suite 102
Merrionette Park, IL 60803
Attention: Mark Berlin

RE: Merrionette Park Medical Center, Suite 102 Sublease

Dear Mr. Berlin:

This letter of intent ("Letter of Intent") outlines the basic business terms and conditions upon which Midwest Physician Alliance ("Tenant") would be willing to execute a sublease ("Sublease") with Premier Cardiac Surgery Center, LLC ("Subtenant"), whereby Subtenant shall occupy the Premises (as defined below) during certain days of each month throughout the term of the Sublease, it being understood that additional terms and conditions remain to be negotiated between the parties and final approval is contingent upon certain government consents as identified herein.

Landlord	Corinthian Kedzie, LLC 11600 South Kedzie Avenue Merrionette Park, Illinois 60803 Attention: Karl Shea
Tenant	Midwest Physician Alliance 13011 South 104 th Avenue, Suite 100 Palos Park, Illinois 60464
Subtenant	Premier Cardiac Surgery Center, LLC 11560 South Kedzie Avenue, Suite 102 Merrionette Park, Illinois 60803
Premises	Merrionette Park Medical Center 11560 South Kedzie Avenue, Suite 102 Merrionette Park, Illinois 60803
SQF of Premises	The Premises shall consist of 11,440 square feet ("SQF") of rentable space, all of which shall be included in the Sublease executed between Tenant and Subtenant.
Equipment Lease	The Tenant and Subtenant will, if deemed necessary, enter into a

separate sublease agreement in connection with major medical equipment located in the Premises.

Sublease Term	The Sublease shall be coterminous with the current 10 year lease between Landlord and Tenant ("Master Lease"), which commenced on August 1, 2016. Furthermore, the Sublease shall clearly set forth the days on which the Tenant will occupy the Premises and the days on which the Subtenant will occupy the Premises.
Initial Net Rent	Under the Sublease, rent payments paid by Subtenant to Tenant ("Rent") will follow the Minimum Rent table set forth in the Master Lease, with an initial rate of \$19.25 per square foot which is equivalent to a monthly rent of \$18,351.67. Rent will be subject to a two and four tenths (2.4) percent annual escalation starting on the twelfth (12) month and annually thereafter. The Rent shall be prorated to account only for the days on which the Subtenant occupies the Premises.
Operating Expenses	The medical office building known as Merrionette Park Medical Center has a total of 41,969 rentable square feet ("RSF"). Using the current Premises with 11,440 RSF, the Tenant's proportionate share shall be 27.258% of Taxes and other Expenses (as such terms are defined in the Master Lease). The Subtenant shall pay Tenant a prorated share of the Taxes and Expenses that is equivalent to the days of the Subtenant's occupancy of the Premises.
Landlord Improvements	Landlord will not provide an allowance towards the improvements in this space.
Option to Extend	In the Master Lease, the Landlord provides the Tenant two (2) options to renew the Master Lease. The first option to renew the Master Lease arises prior to the expiration of the Master Lease's initial term ("Initial Term"). The first renewal term ("First Renewal Term") is for a period of five (5) years. The Tenant has a second option to renew the Master Lease prior to the expiration of the First Renewal Term. The second renewal term ("Second Renewal Term") is also for a period of five (5) years. The Master Lease requires the Tenant to notify the Landlord of the Tenant's election to exercise a renewal option no less than nine (9) months prior to the expiration of the Initial Term or the expiration of the First Renewal Term. The Sublease shall require the Tenant to notify the Subtenant if the Tenant decides to not exercise either of these renewal options, and such notice shall be given in writing no less than nine (9) months prior to the expiration of the Initial Term or the expiration of the First Renewal Term.
Assignment &	Tenant shall have the right to assign or sublet all or part of the

- Sublease** Premises at any time with Landlord's consent, which shall not be unreasonably withheld or delayed. No consent shall be required for an assignment or sublet to any subsidiary, affiliate, or company related to Tenant.
- Real Estate Commission** It is represented that neither the Tenant nor the Landlord is represented by a real estate broker and no commission will be paid on this Sublease.
- Government Approvals** Tenant and Subtenant acknowledge and agree that the establishment of an ambulatory surgical treatment center ("ASTC") in the State of Illinois is subject to the requirements of the Illinois Health Facilities Planning Act, 20 ILCS 3960/1 et seq. and, thus, the Subtenant cannot establish an ASTC within the Premises, or execute a binding real estate lease in connection therewith, unless the Subtenant obtains a certificate of need ("CON") permit from the Illinois Health Facilities and Services Review Board ("State Board"). Subtenant agrees to proceed using commercially reasonable best efforts to submit an application for a CON permit and to prosecute said application without undue delay in order to obtain a CON permit from the State Board as soon as possible. In light of the foregoing facts, Tenant and Subtenant agree that they shall execute a Sublease only after the Subtenant has obtained a CON permit, or alternatively, execute a Sublease prior to CON approval, but such Sublease shall include a provision that states the Sublease, though executed, shall not be binding on either party unless the State Board grants a CON permit to the Subtenant. If the Subtenant fails to obtain a CON permit from the State Board, neither party shall have any further obligation to the other party with regard to the negotiations, Sublease, or Premises contemplated by the parties in this Letter of Intent.
- Landlord Consent** Tenant and Subtenant shall take all steps necessary to ensure compliance with notice and consent requirements set forth in Article 20 of the Master Lease.

This Letter of Intent is not intended to be a binding agreement between the Tenant and Subtenant; but, shall be the basis for negotiation going forward. There shall be no binding agreement between the Tenant and Subtenant until a Sublease is fully executed by all necessary parties, including the Tenant, Subtenant, and Landlord, if necessary. Either party may withdraw from negotiations at any time for any reason, without liability to the other. The terms set forth in this Letter of Intent are being provided with confidentiality and must not be shared with any other parties not specifically identified herein.

If the terms described in this Letter of Intent are consistent with your understanding and approval, please sign and date below and return the executed document to the address provided below. Upon receipt of the signed offer, we will prepare a Sublease for your approval.

We look forward to working with you. Please feel free to contact me if you have any questions regarding this Letter of Intent.

Sincerely,



Ronald Stella, M.D.
o/b/o Tenant

AGREED AND ACCEPTED

Please indicate your acceptance of the above terms and conditions by executing below and returning an original signed copy to the address below.

SUBTENANT:

Premier Cardiac Surgery Center, LLC

By: _____

Title: _____

Date: _____

Return Signed Copy to:

Midwest Physician Alliance
13011 South 104th Avenue, Suite 100
Palos Park, Illinois 60464
Attention: Ronald Stella, M.D., President

ATTACHMENT 3

Operating Entity/Licensee Information

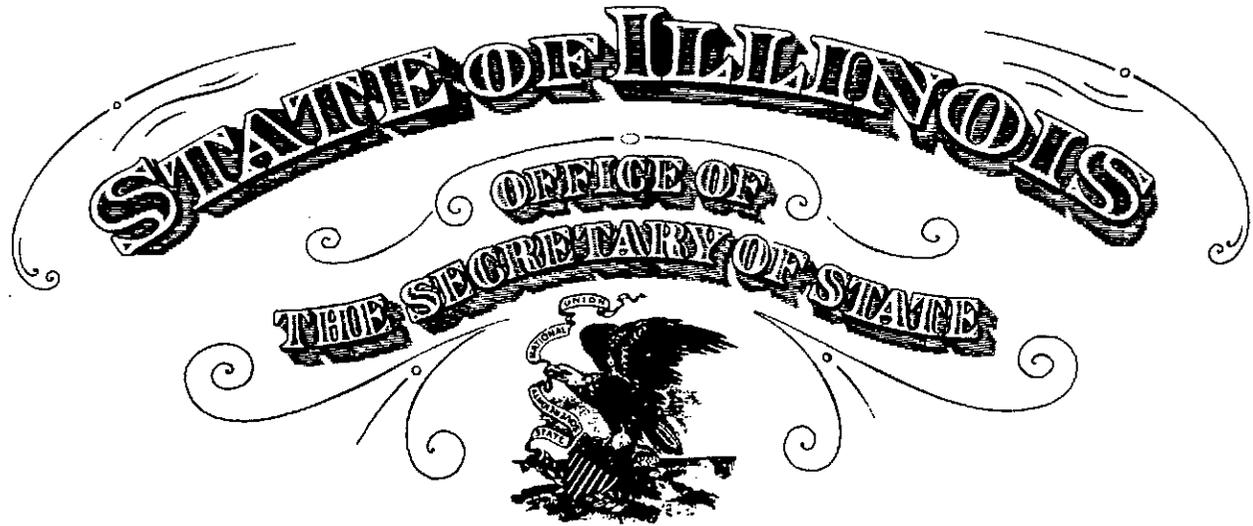
I. Certificate of Good Standing

Please find attached a Certificate of Good Standing issued by the Illinois Secretary of State for Premier Cardiac Surgery Center, LLC, an Illinois limited liability company ("Company"). The Company is the entity that will own and operate the proposed ASTC, and which will hold the ASTC license issued by the Illinois Department of Public Health.

II. Ownership Disclosures

The following persons hold a five percent (5%) or greater ownership interest in the CON Applicant (i.e., the Company):

Name	Entity/Individual	Ownership %
Heart Care Centers of Illinois	Entity	100.0%
TOTAL		100.0%



To all to whom these Presents Shall Come, Greeting:

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

PREMIER CARDIAC SURGERY CENTER, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON OCTOBER 11, 2017, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 11TH day of OCTOBER A.D. 2017 .



Authentication #: 1728402936 verifiable until 10/11/2018
Authenticate at: <http://www.cyberdriveillinois.com>

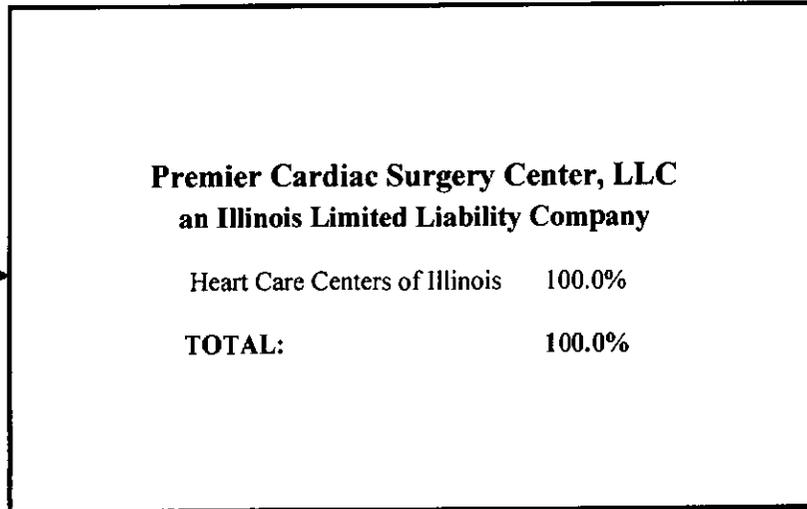
Jesse White

SECRETARY OF STATE

ATTACHMENT 4

Organizational Relationship

No Parent Company



No Subsidiary Companies

*ASTC to be managed by affiliated management company:
Midwest Physician Alliance, Inc.*

ATTACHMENT 5

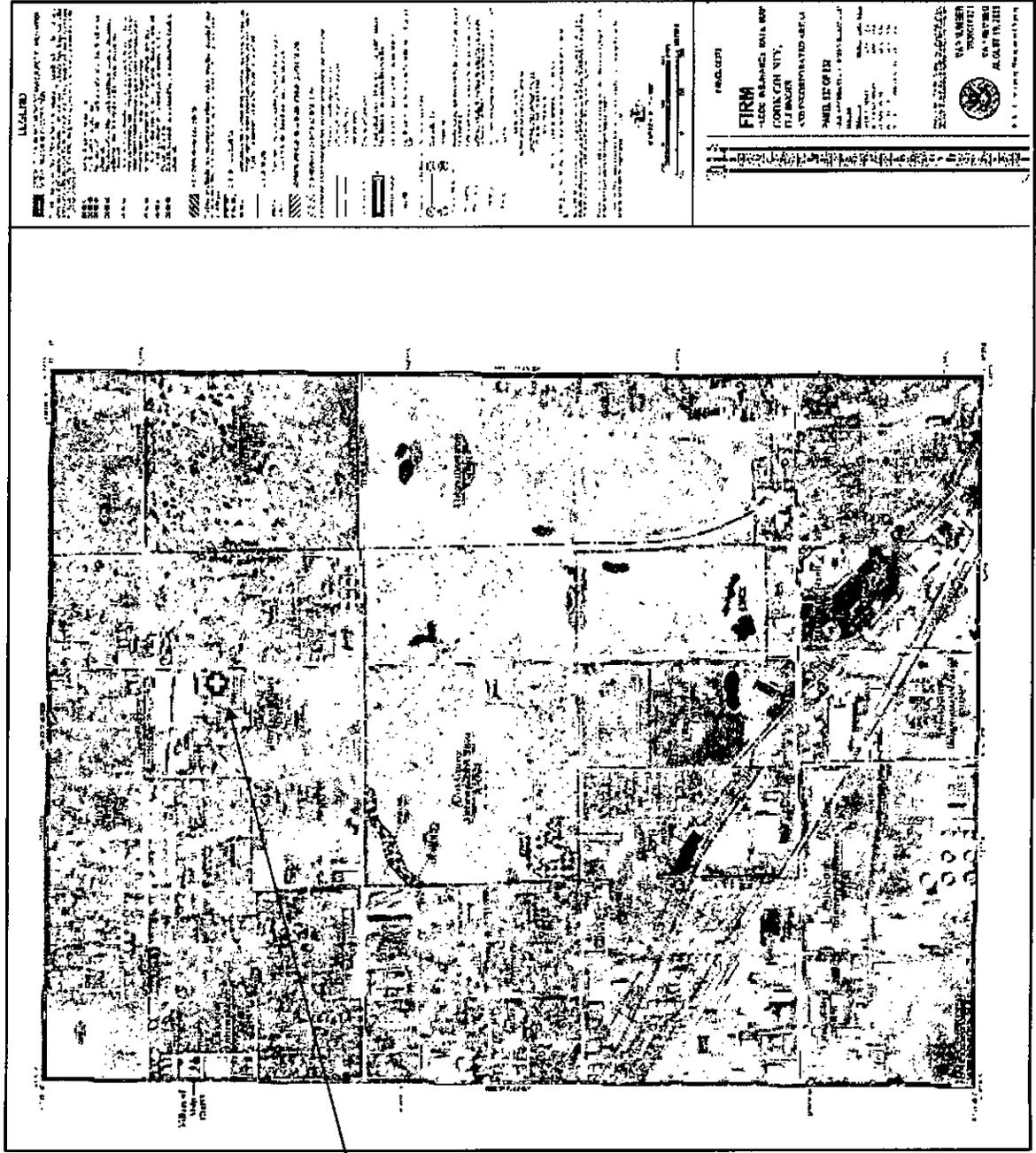
Flood Plain Requirements

The proposed project's site is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The Project Site is not located within a flood plain, as evidenced by the attached flood plain map made available by the Federal Emergency Management Agency ("FEMA"). Accordingly, the project is in compliance with the requirements of Illinois Executive Order #2005-5.

A series of FEMA-generated maps are provided after this page, identifying the proposed site for the ASTC, showing that the Project Site is not located within a flood plain.

Attachment 5 – Flood Plain Maps

The map provided below identifies the Project Site, located at 11560 South Kedzie Avenue, Merrionette Park, Illinois, and shows nearby flood plains identified by the Federal Emergency Management Agency ("FEMA").



PROJECT SITE:
 11560 S. Kedzie Ave.
 Chicago, IL 60803

The map below provides a closer view of the Project Site, once again showing that the Project Site is not within a FEMA-designated flood plain. While the Project Site does appear to be adjacent to a flood plain, the highlighted area poses no threat of flood to the Project Site.



84



2006-05

**CONSTRUCTION ACTIVITIES
IN SPECIAL FLOOD HAZARD AREAS**

WHEREAS, the State of Illinois has programs for the construction of buildings, facilities, roads, and other development projects and annually acquires and disposes of lands in floodplains; and

WHEREAS, federal financial assistance for the acquisition or construction of insurable structures in all Special Flood Hazard Areas requires State participation in the National Flood Insurance Program; and

WHEREAS, the Federal Emergency Management Agency has promulgated and adopted regulations governing eligibility of State governments to participate in the National Flood Insurance Program (44 C.F.R. 59-79), as presently enacted or hereafter amended, which requires that State development activities comply with specified minimum floodplain regulation criteria; and

WHEREAS, the Presidential Interagency Floodplain Management Review Committee has published recommendations to strengthen Executive Orders and State floodplain management activities;

NOW THEREFORE, by virtue of the authority vested in me as Governor of the State of Illinois, it is hereby ordered as follows:

1. For purpose of this Order:

- A. "Critical Facility" means any facility which is critical to the health and welfare of the population and, if flooded, would create an added dimension to the disaster. Damage to these critical facilities can impact the delivery of vital services, can cause greater damage to other sectors of the community, or can put special populations at risk. The determination of Critical Facility will be made by each agency.

Examples of critical facilities where flood protection should be required include:

Emergency Services Facilities (such as fire and police stations)
Schools
Hospitals
Retirement homes and senior care facilities
Major roads and bridges
Critical utility sites (telephone switching stations or electrical transformers)
Hazardous material storage facilities (chemicals, petrochemicals, hazardous or toxic substances)

Examples of critical facilities where flood protection is recommended include:

Sewage treatment plants
Water treatment plants
Pumping stations

- B. "Development" or "Developed" means the placement or crection of structures (including manufactured homes) or earthworks; land filling, excavation or other alteration of the ground surface; installation of public utilities; channel modification; storage of materials or any other activity undertaken to modify the existing physical features of a floodplain.
- C. "Flood Protection Elevation" means onc foot above the applicabl base flood or 100-year frequency flood elevation.
- D. "Office of Water Resources" means the Illinois Department of Natural Resources, Office of Water Resources.
- E. "Special Flood Hazard Area" or "Floodplain" means an area subject to inundation by the base or 100-year frequency flood and shown as such on the most current Flood Insurance Rate Map published by the Federal Emergency Management Agency.
- F. "State Agencies" means any department, commission, board or agency under the jurisdiction of the Governor; any board, commission, agency or authority which has a majority of its members appointed by the Governor; and the Governor's Office.

2. All State Agencies engaged in any development within a Special Flood Hazard Area shall undertake such development in accordance with the following:
 - A. All development shall comply with all requirements of the National Flood Insurance Program (44 C.F.R. 59-79) and with all requirements of 92 Illinois Administrative Code Part 700 or 92 Illinois Administrative Code Part 708, whichever is applicable.
 - B. In addition to the requirements set forth in preceding Section A, the following additional requirements shall apply where applicable:
 1. All new Critical Facilities shall be located outside of the floodplain. Where this is not practicable, Critical Facilities shall be developed with the lowest floor elevation equal to or greater than the 500-year frequency flood elevation or structurally dry floodproofed to at least the 500-year frequency flood elevation.
 2. All new buildings shall be developed with the lowest floor elevation equal to or greater than the Flood Protection Elevation or structurally dry floodproofed to at least the Flood Protection Elevation.
 3. Modifications, additions, repairs or replacement of existing structures may be allowed so long as the new development does not increase the floor area of the existing structure by more than twenty (20) percent or increase the market value of the structure by fifty (50) percent, and does not obstruct flood flows. Floodproofing activities are permitted and encouraged, but must comply with the requirements noted above.
3. State Agencies which administer grants or loans for financing development within Special Flood Hazard Areas shall take all steps within their authority to ensure that such development meets the requirements of this Order.
4. State Agencies responsible for regulating or permitting development within Special Flood Hazard Areas shall take all steps within their authority to ensure that such development meets the requirements of this Order.
5. State Agencies engaged in planning programs or programs for the promotion of development shall inform participants in their programs of the existence and location of Special Flood Hazard Areas and of any State or local floodplain requirements in effect in such areas. Such State Agencies shall ensure that proposed development within Special Flood Hazard Areas would meet the requirements of this Order.
6. The Office of Water Resources shall provide available flood hazard information to assist State Agencies in carrying out the responsibilities established by this Order. State Agencies which obtain new flood elevation, floodway, or encroachment data developed in conjunction with development or other activities covered by this Order shall submit such data to the Office of Water Resources for their review. If such flood hazard information is used in determining design features or location of any State development, it must first be approved by the Office of Water Resources.

7. State Agencies shall work with the Office of Water Resources to establish procedures of such Agencies for effectively carrying out this Order.

8. **Effective Date.** This Order supersedes and replaces Executive Order Number 4 (1979) and shall take effect on the first day of.

Rod R. Blagojevich, Governor

Issued by Governor: March 7, 2006
Filed with Secretary of State: March 7, 2006

ATTACHMENT 6

Illinois Historical Preservation Act Requirements and Clearance Letter Request

Please find attached immediately after this page a letter submitted to the Illinois Historic Preservation Agency ("HPA") by Premier Cardiac Surgery Center, LLC ("Applicant"), which explains why the Applicant's proposal to establish an ambulatory surgical treatment center at the proposed Project Site will not adversely affect historic resources and requests the HPA to provide a "clearance letter" concluding the same. The Applicant will submit the clearance letter to the Illinois Health Facilities and Services Review Board once it is obtained from the HPA.



**HYLAK-REINHOLTZ
LAW FIRM, LLC**

601 West Monroe Street
Springfield, Illinois 62704

Joseph J. Hylak-Reinholtz
Attorney at Law
(217) 525-0700 ext. 114
JHRLaw2017@gmail.com

October 11, 2017

VIA U.S. MAIL

Illinois Historic Preservation Agency
1 Old State Capitol Plaza
Springfield, Illinois 62701-1512
Attention: Director Heidi Brown-McCreery

Re: Illinois Certificate of Need Clearance Letter Request

Dear Director Brown-McCreery:

The Illinois State Agency Historic Resources Preservation Act, 20 ILCS 3420/1 et seq. ("Act"), provides that written notice of a proposed undertaking shall be given to the Director of the Illinois Historic Preservation Agency ("HPA") either by a State agency or a recipient of its funds, licenses or permits when the proposed undertaking might affect historic, architectural or archaeological resources. This letter hereby provides notice of an undertaking proposed by Premier Cardiac Surgical Center, LLC ("Applicant"), an entity that is seeking to obtain a certificate of need ("CON") permit from the Illinois Health Facilities and Services Review Board ("State Board") to establish an ambulatory surgical treatment center ("ASTC") in leased space. Specifically, the Applicant is planning to modernize [existing/unused shell] space within an existing [medical office] building to accommodate a new ASTC with one procedure room ("Project").

The Applicant provides, in this letter, all information necessary for the HPA to conduct a review of the Project, to determine whether any historic, architectural, or archaeological sites exist within the project area and if the proposed undertaking will adversely affect such sites. Upon conclusion of the review by the HPA, the Applicant asks your agency to issue a written summary of its findings. As you may be aware, the Applicant must provide this letter to the State Board as a required component of a CON permit application.

Project Summary

In accordance with the requirements of the State Board, a CON permit applicant must submit the following information to the HPA: (1) a general project description and address; (2) a topographic or metropolitan map showing the general location of the project; (3) photographs of any standing buildings/structure within the project area; and (4) addresses for buildings/structures, if present.

The Applicant is proposing the establishment of an ASTC, which will be located within an existing medical office building. The address of the existing medical office building is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The building was built in 1995. The building was previously owned and used by the now defunct Everest College. The building has a total of 41,964 square feet and sits on a parcel of land that is 2.459 acres.

It is the Applicant's understanding that the existing building does not have any architectural significance, nor are there any designated historical sites near the Project Site that might be impacted by the Applicant's proposal.

Moreover, the Project will only involve interior construction. There will be no changes to the exterior of the existing medical office building. The interior work will result in the modernization of existing space that is presently used by a medical practice affiliated with the Applicant. Specifically, the interior space will be modernized so that the Applicant can meet the stricter requirements associated with ASTC licensure.

General Location and Description of the Project

As noted above, the Project Site is in Merrionette Park, Illinois, a suburb to the southwest of the City of Chicago. Merrionette Park is a municipality within Cook County. A map showing the general location of the Project, and photographs of the Project Site, are attached hereto as Exhibit A.

Buildings/Structures Within the Project Area

As noted above, there are no buildings/structures in the area of the Project that have historical or architectural significance. A grocery store is just north of the Project Site. The east side of South Kedzie is single family homes of no historical significance. To the immediate west and just south of the Project Site are modern office buildings with health care businesses as tenants. Photographs of the affected adjacent are attached hereto as Exhibit B.

Addresses for Buildings/Structures

The addresses for buildings/structures surrounding the Project Site are not provided because the Project only requires interior construction. Thus, the Project will only have a noticeable impact on the existing interior of the medical office building where the surgery center will be located.

Conclusion

The Applicant must obtain a CON permit from the State Board for the proposed Project. The State Board's rules require a CON permit applicant to obtain a clearance letter from the HPA, which must conclude that the proposed undertaking is not a project, activity, or program that will have an adverse impact on the character or use of designated historic properties and sites. In the present case, there are no historic properties or sites near the site of the Project. Furthermore, the existing medical office building

Premier Cardiac Surgery Center, LLC
Historic Preservation Agency Clearance Request Letter
October 11, 2017

that will include the proposed surgery center has no historical significance. Therefore, the HPA should have no reason to determine that the Project has the potential to harm any of our State's historic properties or sites.

Please let me know if you have questions. Thank you for your attention to this matter.

Sincerely yours,

A handwritten signature in black ink, appearing to read "J Hylak R", with a long horizontal stroke extending to the right.

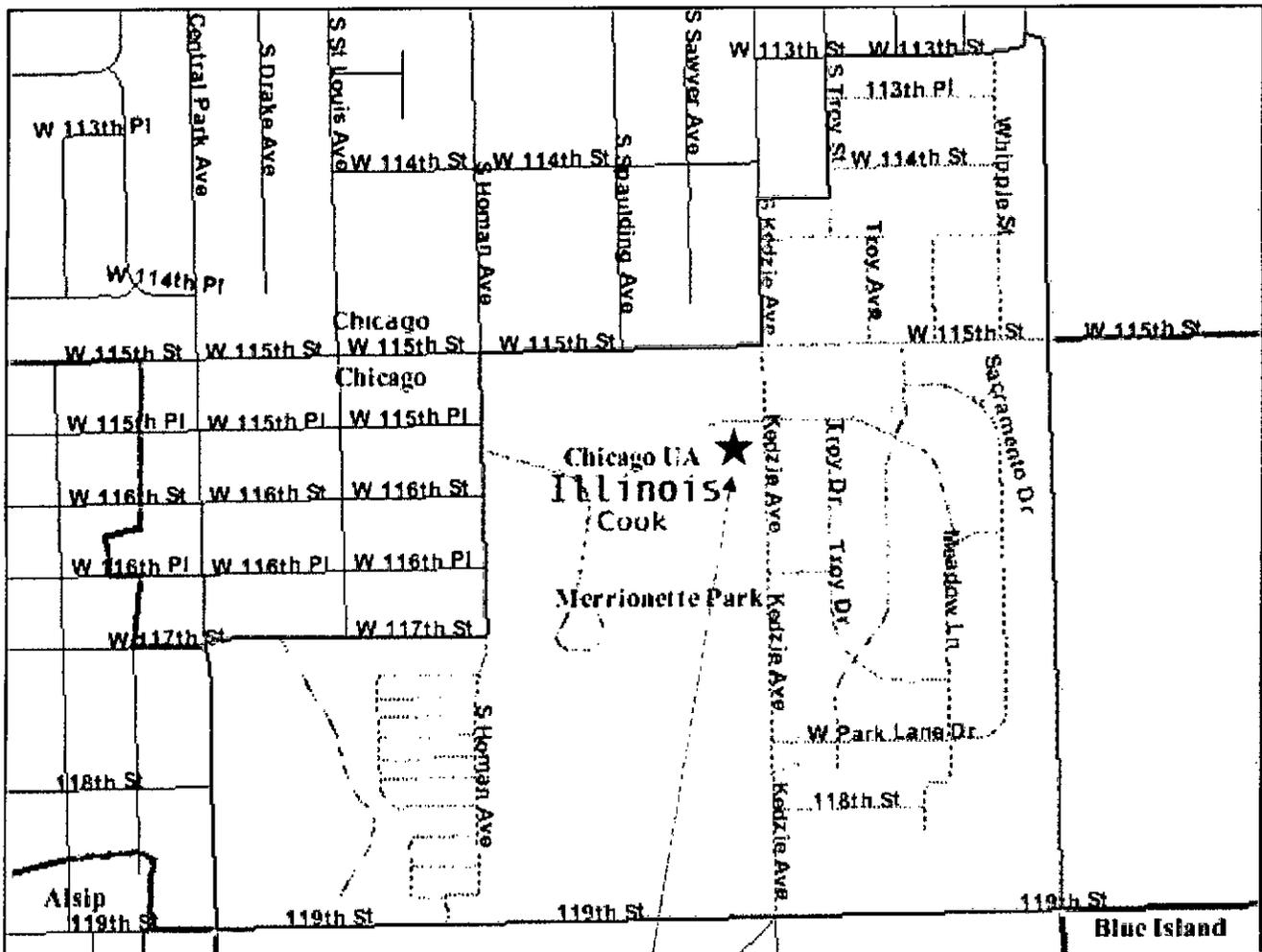
Joseph Hylak-Reinholtz

JHR/jhr

Enclosures

EXHIBIT A

Part 1 - General Location of the Project



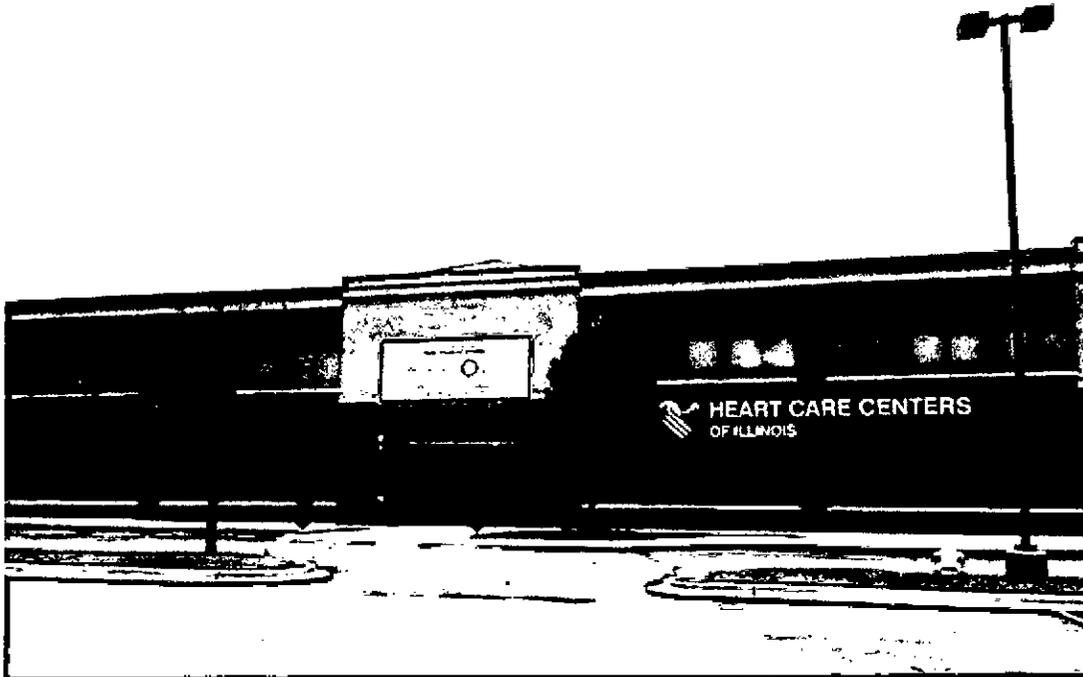
11560 South Kedzie Avenue, Merrionette Park, Illinois

EXHIBIT A

Part 2 – General Description of Project

The Applicant will be constructing its ambulatory surgical treatment center (“ASTC”) in an existing medical office building. The building is being redeveloped after its original tenant, Everest College, vacated the building. Photographs of the exterior and interior of the Project Site follow.

Exterior: Main Entrance (South Elevation)



Note: No changes are being made to this part of the exterior.

Exterior: Main Entrance (South Elevation) Showing Prior Occupant of Building



Exterior: Rear of Building (North Elevation)



Note: No changes are being made to this part of the exterior.

Exterior: East Elevation



Note: No changes are being made to this part of the exterior.

Exterior: West Elevation

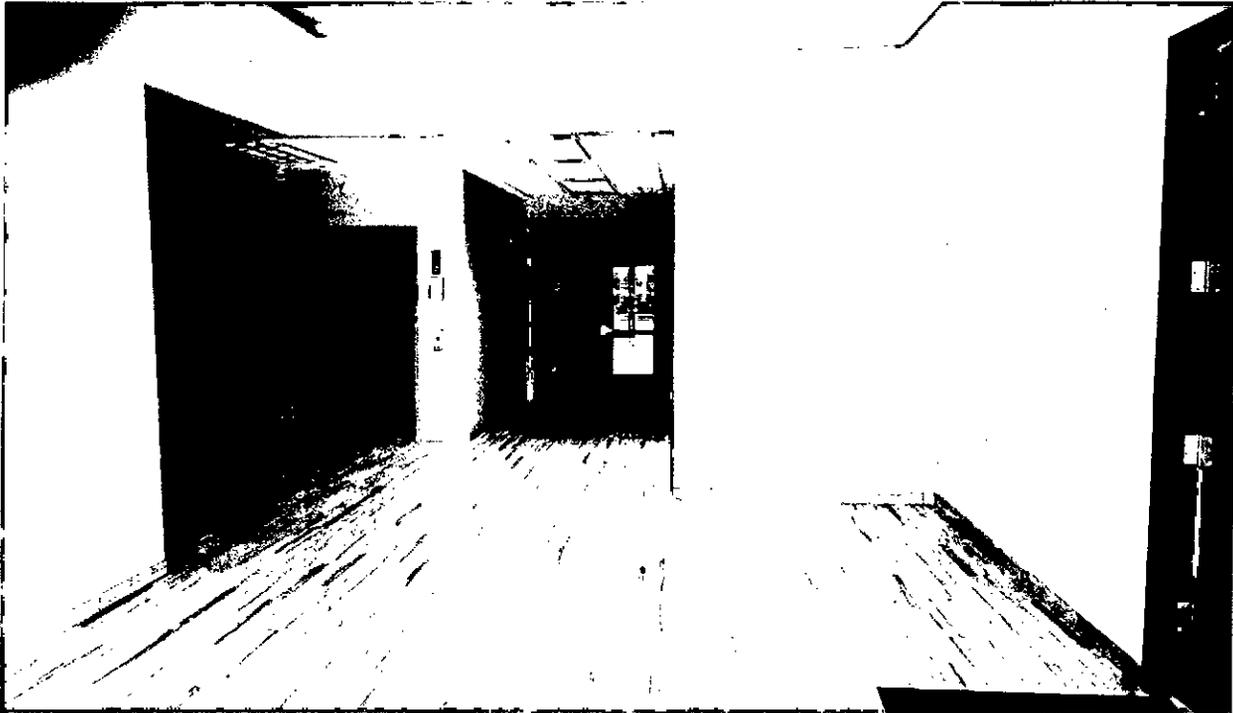


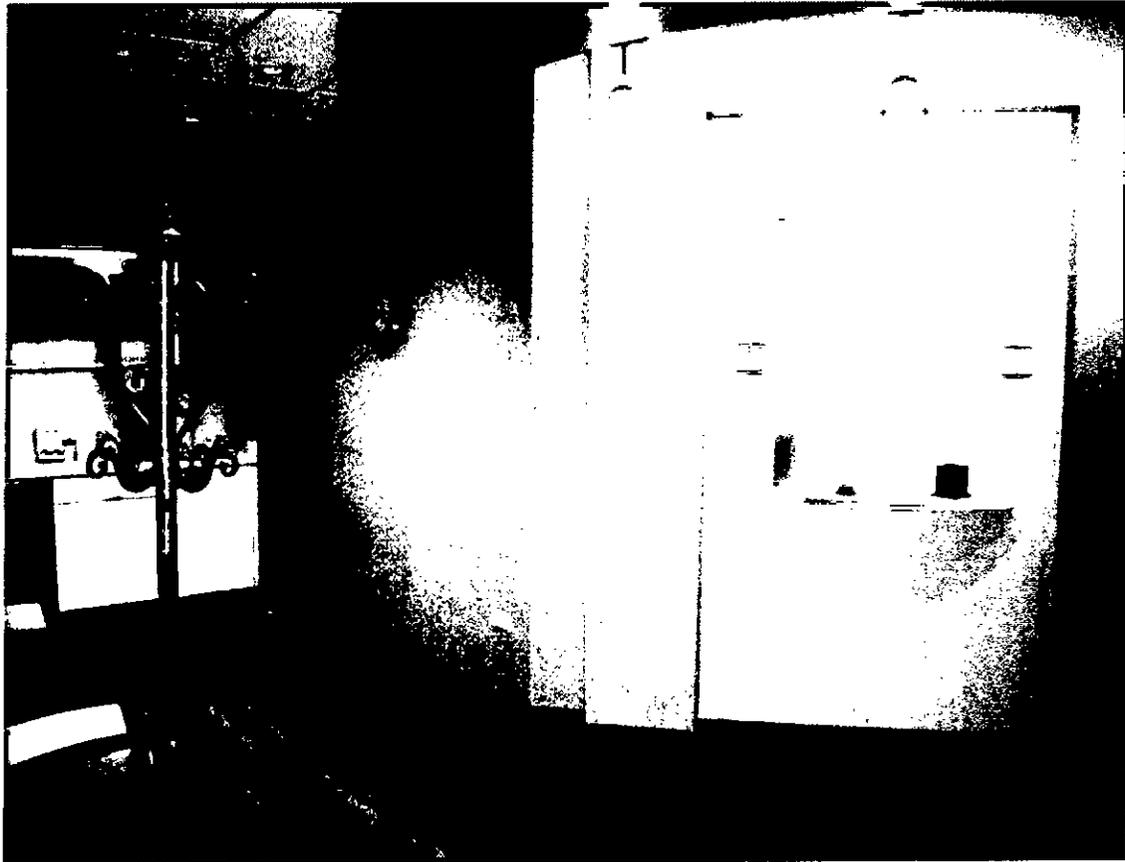
Note: No changes are being made to this part of the exterior.

Interior: Existing Non-Clinical Space Being Converted Into Licensed ASTC – Lobby/Waiting Area



Interior: Existing Clinical Space Being Converted Into Licensed ASTC





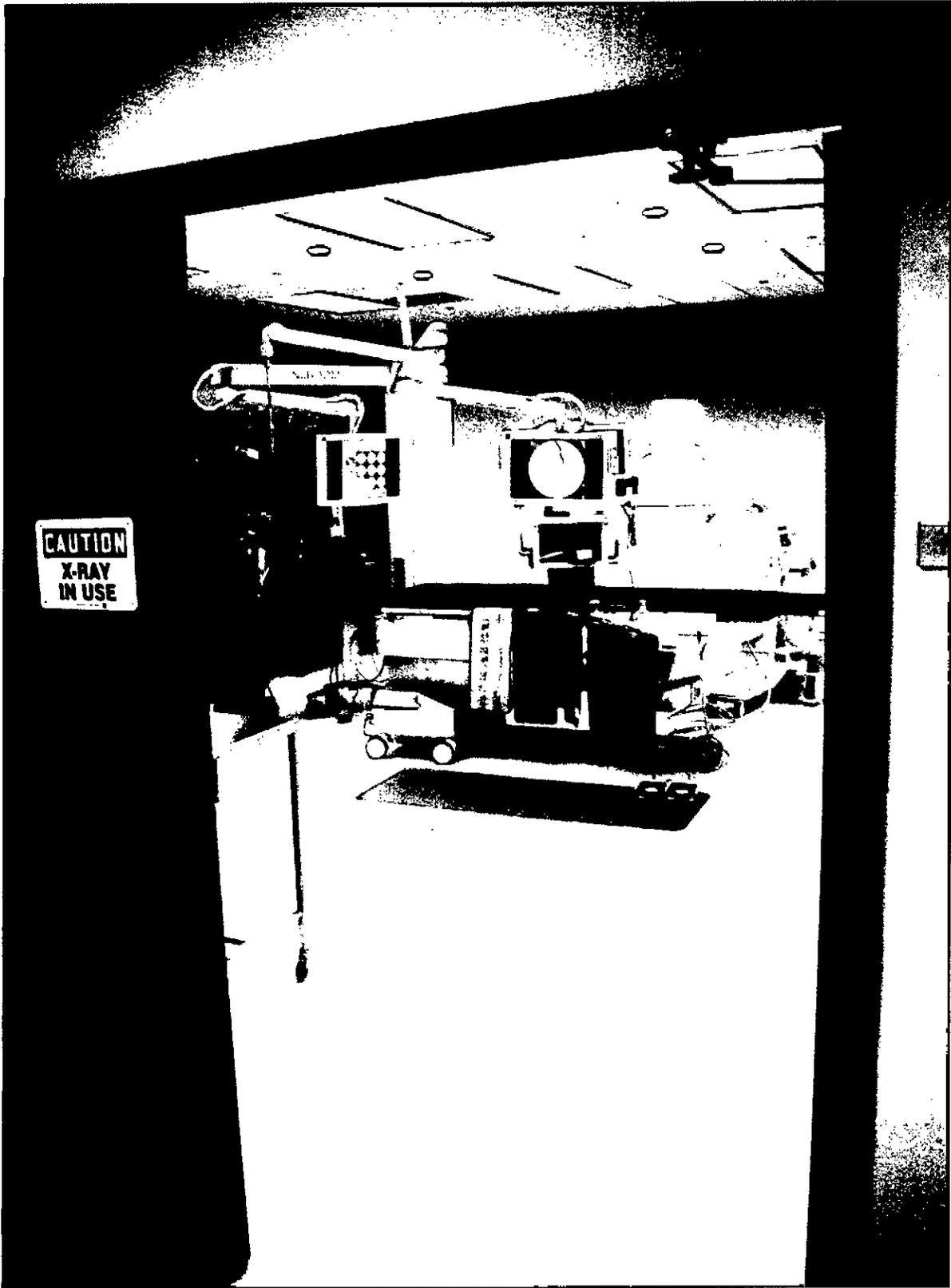
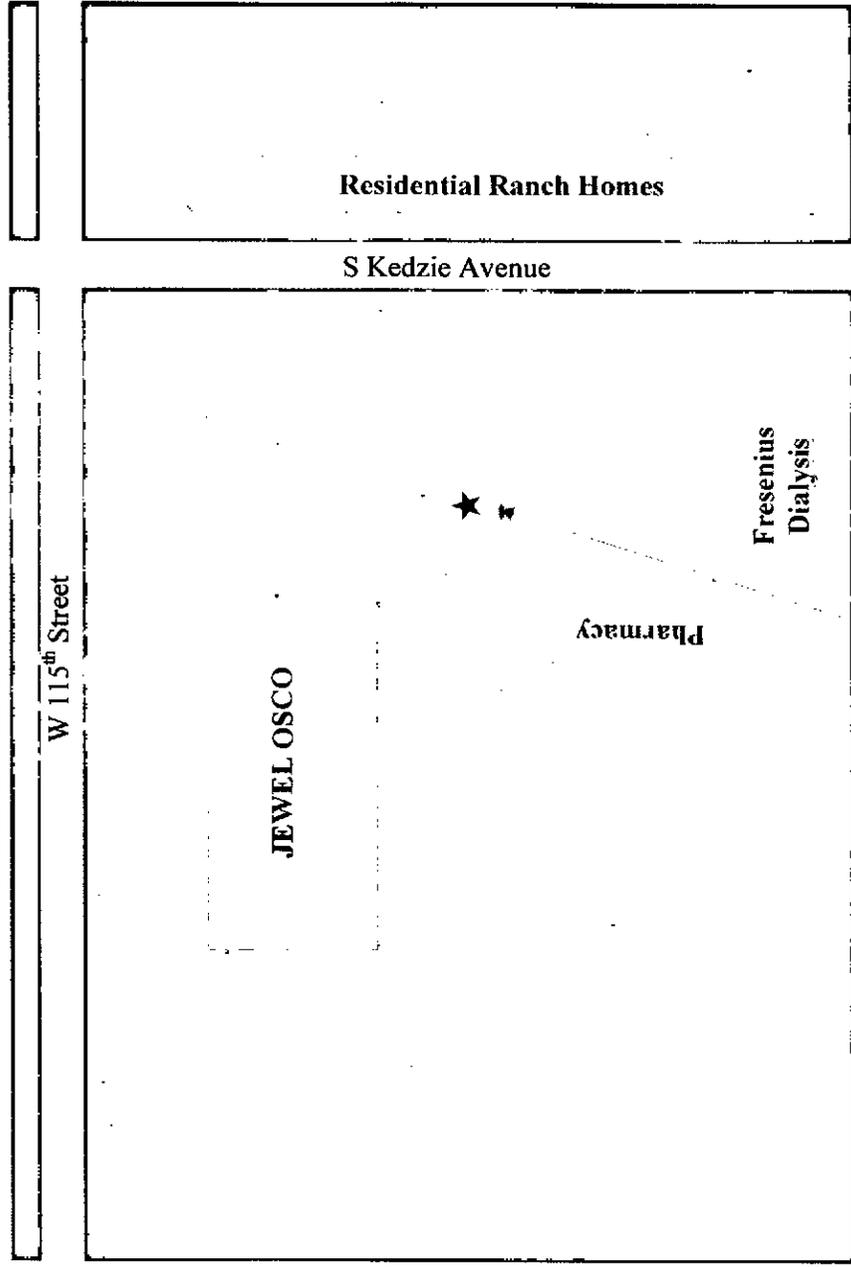


EXHIBIT B

Photographs of Structures Near Project Site

The buildings immediately adjacent to the Project Site have little to no historic or architectural significance. Immediately to the North is a shopping center with a Jewel Food Store as the anchor tenant. To the South and West are health care related businesses, including a pharmacy and a dialysis center. To the East are mid-20th Century ranch homes. None of these residential homes appear to have any historic significance.

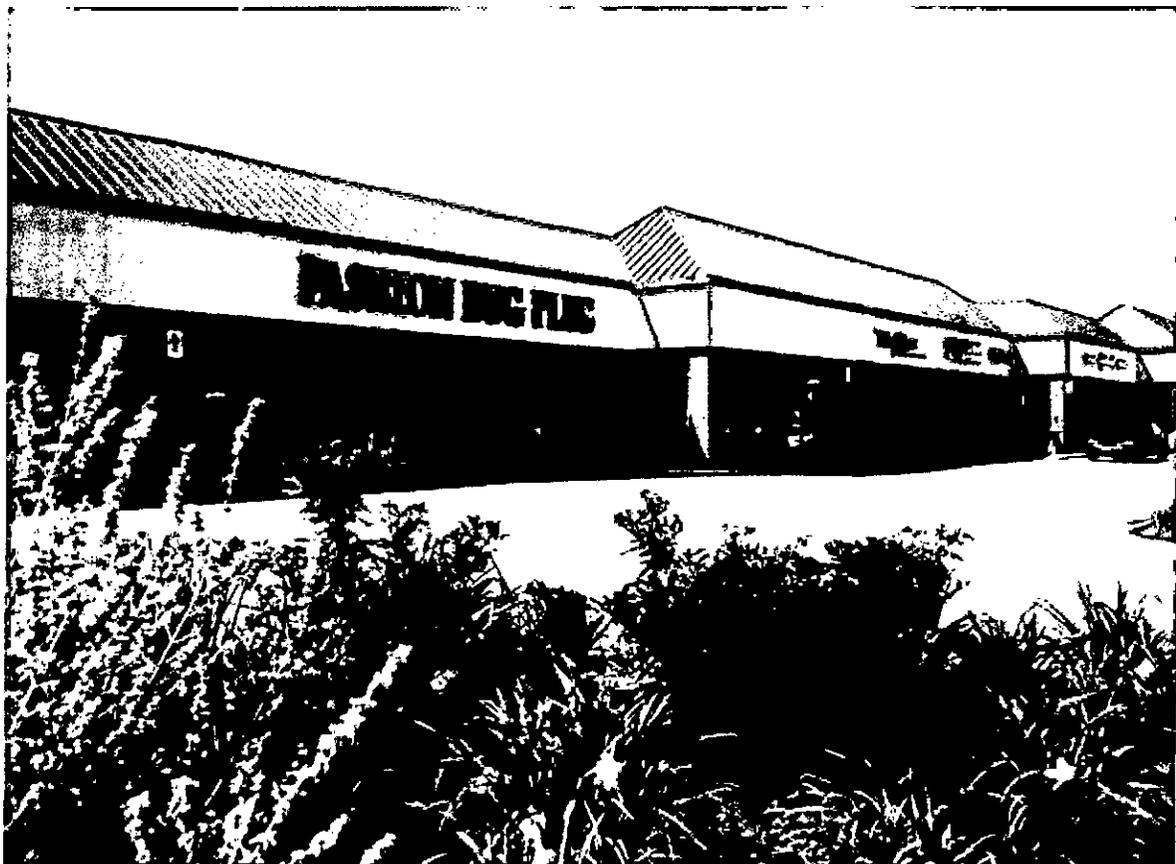
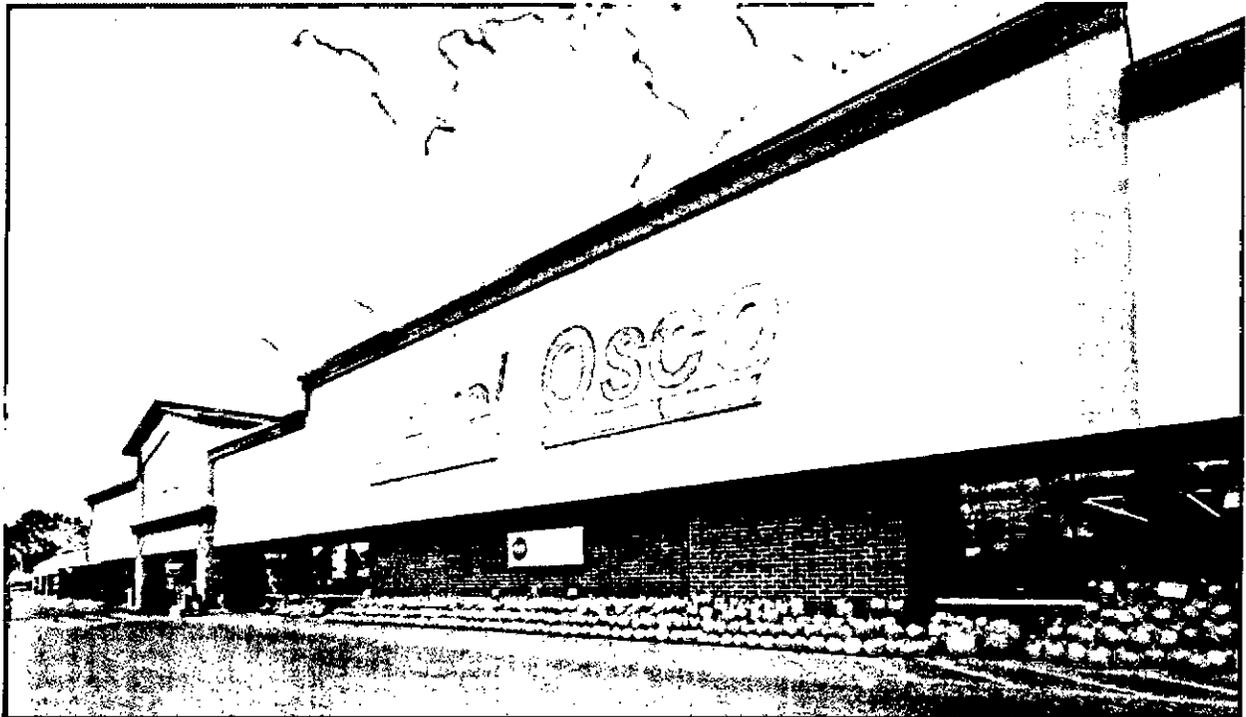
PROJECT SITE – AERIAL VIEW



11560 South Kedzie Avenue, Merrionette Park, Illinois

Note: Photographs of the adjacent structures follow

North of the Project Site
Stonebrook Plaza Shopping Center (Jewel Osco Grocery Store)
West 115th Street & South Kedzie Avenue



South of the Project Site
Fresenius Dialysis
11630 South Kedzie Avenue



East of the Project Site
Single-Family Ranch Homes
11555 to 11655 South Kedzie Avenue



West of the Project Site
Medical Office Building/Pharmacy
11600 South Kedzie Avenue



ATTACHMENT 7

Project Costs and Sources of Funds

PROJECT COSTS AND SOURCES OF FUNDS			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs	\$0	\$0	\$0
Site Survey and Soil Investigation	\$0	\$0	\$0
Site Preparation	\$0	\$0	\$0
Off Site Work	\$0	\$0	\$0
New Construction Contracts	\$0	\$0	\$0
Modernization Contracts	\$0	\$0	\$0
Contingencies	\$0	\$0	\$0
Architectural/Engineering Fees	\$0	\$0	\$0
Consulting and Other Fees	\$0	\$0	\$0
Movable or Other Equipment (not in construction contracts)	\$0	\$0	\$0
Bond Issuance Expense (project related)	\$0	\$0	\$0
Net Interest Expense During Construction (project related)	\$0	\$0	\$0
Fair Market Value of Leased Space	\$434,719	\$394,595	\$829,314
Fair Market Value of Leased Equipment	\$245,250	\$104,750	\$350,000
Other Costs To Be Capitalized	\$9,173	\$8,327	\$17,500
Acquisition of Building or Other Property (excluding land)	\$0	\$0	\$0
TOTAL USES OF FUNDS	\$689,142	\$507,672	\$1,196,814
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	\$9,173	\$8,327	\$17,500
Pledges	\$0	\$0	\$0
Gifts and Bequests	\$0	\$0	\$0
Bond Issues (project related)	\$0	\$0	\$0
Mortgages	\$0	\$0	\$0
Leases (fair market value) Space & Equipment	\$679,969	\$499,345	\$1,179,314
Governmental Appropriations	\$0	\$0	\$0
Grants	\$0	\$0	\$0
Other Funds and Sources	\$0	\$0	\$0
TOTAL SOURCES OF FUNDS	\$689,142	\$507,672	\$1,196,814

PREMIER VASCULAR LLC
DEPRECIATION LAPSE SCHEDULE

invoice Date	Vendor	invoice #	Date Paid	Check #	Description	Amount	Accum Dep 08/31/17	NBV 08/31/17
FURNITURE & FIXTURES-AC 1710								
07/29/16	Everything Division 12	Proposal	08/04/16	18436	Waiting room chairs	6,557.70		
08/18/16	Mica World Ltd	51735	08/19/16	18450	Free standing lockers	2,515.00		
10/10/16	Everything Division 12	1864	10/19/16	18558	Waiting room chairs	6,557.70		
						<u>15,630.40</u>	(4,235.48)	
EQUIPMENT-MEDICAL-AC 1711								
06/28/16	CV Medical	2009367-IN	07/15/16	18393	Used miniboom w/ shield-deposit	1,950.00		
07/11/16	Venture Medical	071116-1	07/15/16	18396	Beds, defibrillators, crash carts-deposit	13,862.00		
07/26/16	Venture Medical	072516-1	07/26/16	18405	Cubicle curtains	5,528.34		
09/07/16	Venture Medical	090716-1	09/13/16	18497	Storage carts	1,679.50		
09/15/16	Venture Medical	071216-1	09/23/16	18507	Beds, defibrillators, crash carts-balance	13,861.39		
	Venture Medical				Deposit on additional equipment	8,000.00		
09/28/16	Cedarwood Surgical	916	10/05/16	18522	Patient monitors	48,654.79		
06/28/16	CV Medical	2009367-IN	AP		Used miniboom w/ shield-deposit-balance	5,850.00		
10/24/16	GE Healthcare	178094	AP		C-arm	208,236.72		
10/24/16	GE Healthcare	178095	AP		Table	39,196.69		
10/24/16	GE Healthcare	178096	AP		Injector	29,378.13		
10/24/16	GE Healthcare	178097	AP		Nuboom	63,128.44		
10/31/16	GE Healthcare	178244	AP		Foot/hand switch system	4,196.88		
						<u>443,522.88</u>	(159,691.71)	
EQUIPMENT-DFFICE-AC 1751								
07/07/16	BTI Communications	50047	07/15/16	18397	Phone system	4,150.25		
07/22/16			07/22/16	CC	Televislons	1,474.95		
06/28/16	COW	DM22675	07/26/16	18402	Computer hardware	5,940.33		
06/30/16	CDW	ONP8676	07/26/16	18402	Computer hardware	207.87		
07/01/16	CDW	ONV2385	07/26/16	18402	Computer malntenance on hardware	2,413.75		
07/13/16	CDW	DQT7482	08/01/16	18414	Computer hardware	6,321.23		
07/15/16	CDW	DRJ7347	08/01/16	18414	Computer maintenance on hardware	1,632.39		
07/18/16	CDW	DRP2824	08/01/16	18414	Computer hardware	761.85		
07/11/16	CDW	DQF5514	08/01/16	36538	Computer hardware	295.47		
07/21/16	CDW	DSN3962	08/15/16	18443	Computer hardware	1,104.55		
09/15/16	BTI Communications	50246	09/19/16	18500	Phone system	4,694.96		
08/24/16	CDW	FCQ2308	09/19/16	18501	Computer hardware	2,144.08		
						<u>31,141.68</u>	(11,418.60)	
SOFTWARE-AC 1753								
06/28/16	CDW	0M22675	07/26/16	18402	Computer software	3,003.60		
08/24/16	CDW	FCK1485	09/19/16	18501	Computer software	4,037.30		
08/24/16	CDW	FCQ2308	09/19/16	18501	Computer software	1,760.87		
						<u>8,801.77</u>	(4,944.45)	
TOTAL 2016 ADDITIONS						<u>499,096.73</u>	<u>(180,290.24)</u>	<u>318,806.49</u>

801

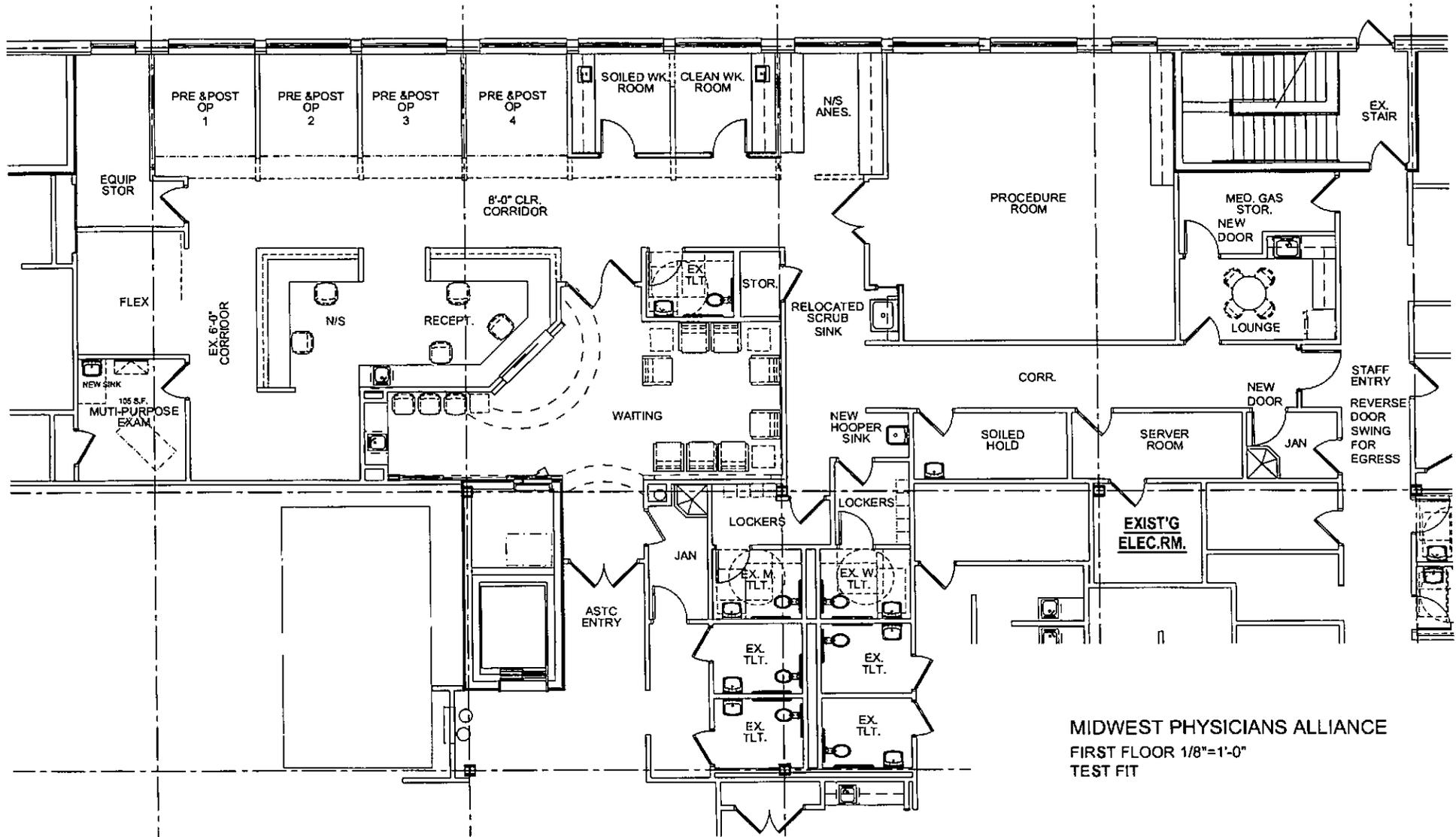
ATTACHMENT 8

Project Status and Completion Schedules

Please note the following:

- A schematic architectural drawing is attached immediately following this Attachment 8. It should be noted that the existing space is currently utilized by a physician group affiliated with the Applicant as an office-based lab ("OBL"). The attached schematic drawing shows the floor plan as it will be upgraded to ASTC standards.
- The anticipated project completion date is October 31, 2018, which assumes CON approval at the February 27, 2018 State Board meeting. Any delays beyond this date will require an amendment to this completion date.
- Financial commitment will occur after permit issuance, which largely consists of the execution of a Sublease between the permit Applicant and an affiliated management company (i.e., project cost is fair market value of rent paid monthly over the term of the Sublease) and the execution of an equipment lease (also drafted to be consistent with fair market value over the term of the lease).

011



MIDWEST PHYSICIANS ALLIANCE
 FIRST FLOOR 1/8"=1'-0"
 TEST FIT

ATTACHMENT 9

Cost Space Requirements

		Gross Square Feet		Amount of Proposed Total Gross Square Feet That IS:			
Dept. / Area	Cost	Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
Reviewable							
Surgery and Recovery	\$689,142		2,187			2,187	
<i>Total Clinical</i>	<i>\$689,142</i>		<i>2,187</i>			<i>2,187</i>	
Non-Reviewable							
Non-Clinical Space (e.g., non-clinical space, such as administrative office space, waiting room and reception areas, medical record storage).	\$507,672		1,985			1,985	
<i>Total Nonclinical</i>	<i>\$507,672</i>		<i>1,985</i>			<i>1,985</i>	
TOTAL	\$1,196,814		4,172			4,172	

Note: The Project does not involve the use of any "vacated space."

ATTACHMENT 11

Background of Applicant

Criterion 1110.1540(b) -- Background of Applicant

The applicant, Premier Cardiac Surgery Center, LLC ("Applicant") is fit, willing, and able, and has the qualifications, background, character, and financial resources to adequately provide a proper service for the community. The Applicant also states that the project will promote the orderly and economic development of health care facilities or services in the State of Illinois.

(a) List of all Health Care Facilities Owned/Operated by the Applicant.

The Applicant is a newly formed business entity. This business entity does not own or operate any other health care facilities. However, two entities are affiliated with the Applicant, including Heart Care Centers of Illinois ("HCCI"), the 100% owner of the Applicant's LLC business entity, and Midwest Physician Alliance, Inc., a management services organization formed by similar ownership that will be the management company responsible for the day-to-day operations of the proposed ASTC.

(b) List of all Health Care Facilities Owned/Operated by Persons with Ownership of 5% or Greater or Persons Who Are Officers or Directors of the Applicant.

HCCI is the single member that owns the Applicant's LLC business entity. The following is a list of medical offices that are owned and operated by HCCI. These are medical practice offices, which are outside of CON review.

- (1) Heart Care Centers of Illinois – Berwyn Clinic
3231 South Euclid Avenue, Suite 201
Berwyn, Illinois 60402
- (2) Heart Care Centers of Illinois – Bolingbrook Clinic
329 Remington Boulevard, Suite 225
Bolingbrook, Illinois 60440
- (3) Heart Care Centers of Illinois – Joliet Clinic
195 Springfield Avenue, Suite 201
Joliet, Illinois 60435
- (4) Heart Care Centers of Illinois – Merrionette Park Clinic
11560 South Kedzie Avenue, Suite 100
Merrionette Park, Illinois 60803
- (5) Heart Care Centers of Illinois – Mokena Clinic
Mokena Medical Commons
10260 West 191st Street, Suite 102
Mokena, Illinois 60448
- (6) Heart Care Centers of Illinois – Palos Park Clinic
13011 South 104th Avenue, Suite 100
Palos Park, Illinois 60464

ATTACHMENT 11
Criterion 1110.230 -- Background of Applicant

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ATTACHMENT 11
Criterion 1110.230 -- Background of Applicant

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October 1, 2017

Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761
Attention: State Board Chairperson Kathryn J. Olson

Re: Background of Applicant

Dear Chairperson Olson:

Pursuant to State Board Review Criterion 1110.1540(b)(3), in regard to the background of the applicant Premier Cardiac Surgery Center, LLC ("Applicant"), I hereby certify that no adverse action has been taken against the Applicant or any facility owned and/or operated by the Applicant during the three years period prior to the filing of its certificate of need permit application to establish an ambulatory surgical treatment center at 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803. Furthermore, an exhibit is attached to this certification letter, which identified each applicant, corporate officer, director, LLC member, partner, and owner of at least five percent (5.0%) of the entity that will own and operate the proposed health care facility.

I hereby certify that the individuals who have been identified on this list: (i) have not been cited, arrested, taken into custody, charged with, indicted, convicted or tried for, or pled guilty to: (a) the commission of any felony or misdemeanor or violation of the law, except for minor parking violations; or (b) has been the subject of any juvenile delinquency or youthful offender proceeding; (ii) have not been charged with fraudulent conduct or any act involving moral turpitude; (iii) do not have any unsatisfied judgments against him or her; or (iv) are not 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.

Respectfully Submitted,



Ronald E. Stella, M.D.
President
Premier Cardiac Surgery Center, LLC

NOTARY:

Subscribed and sworn to me this 12th day of October, 2017



Notary Public

Seal:

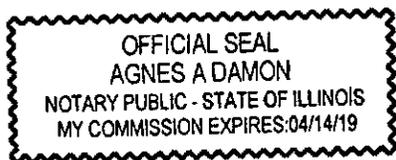


EXHIBIT A

Ownership Interests at or Above 5.0%

(see attached)

Ownership Disclosures

The following persons hold a five percent (5%) or greater ownership interest in the CON Applicant (i.e., the Company):

Name	Entity/Individual	Ownership %
Heart Care Centers of Illinois	Entity	100.0%
TOTAL		100.0%

October 1, 2017

Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761
Attention: State Board Chairperson Kathryn J. Olson

Re: Access to Documents

Dear Chairperson Olson:

The CON permit applicant, Premier Cardiac Surgery Center, LLC, ("Applicant") hereby permits the Illinois Health Facilities and Services Review Board ("State Board") and the Illinois Department of Public Health ("IDPH") to have access to any documents necessary to verify the information submitted in the certificate of need permit application submitted by the Applicant, including, but not limited to: (i) official records of IDPH or other State of Illinois agencies; (ii) the licensing or certification records of other states, when applicable; and (iii) the records of nationally recognized accreditation organizations.

Respectfully Submitted,



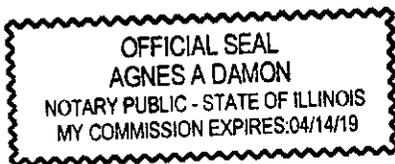
Ronald E. Stella, M.D.
President
Premier Cardiac Surgery Center, LLC

NOTARY:

Subscribed and sworn to me this 12th day of October, 2017


Notary Public

Seal:



ATTACHMENT 12

Criterion 1110.230(a) -- Purpose of the Project

1. The certificate of need permit applicant, Premier Cardiac Surgery Center, LLC ("Applicant"), herein requests State Board approval to establish an ambulatory surgical treatment center ("ASTC"), which will be located within leased space ("Project"). The Project will involve the modernization of a physician office practice's office-based lab ("OBL"), which will be upgraded to achieve status as a Medicare-certified, IDPH licensed, ASTC with one procedure room and four recovery bays. The scope of services that will be provided at the proposed surgery center will include one category of service—cardiology. Specifically, the physicians who will utilize the proposed ASTC are surgeons who specialize in peripheral vascular work and electrophysiology implant services (e.g., peripheral vascular/lower extremity).

A primary reason the Applicant decided to seek a certificate of need ("CON") permit from the State Board is to ensure continued access to care for HCCI's patients. Access to vascular care has been threatened as a result of significant budget cuts in the 2016 Medicare Physician Fee Schedule ("PFS"). One of the physician groups hardest hit by reimbursement reductions is interventional nephrologists who perform vascular access services. Due to policy advanced by the federal Centers for Medicare and Medicaid Services ("CMS"), which requires services that are billed together more than 75% of the time to be bundled, this key group of physicians saw cuts to reimbursement rates ranging from 15% to 32% below the previous fiscal year's reimbursement rates. These cuts have led many nephrology and cardiology-focused physician practices to consider the financial, operational, and legal viability of converting their office-based vascular access center or cardiac surgical suite (i.e., their OBL) into a Medicare-certified ambulatory surgery center. While draconian cuts did not occur to peripheral vascular work or electrophysiology services, the Applicant is still concerned about future Medicare cuts and the effect it might have on its ongoing ability to meet patient need.

While the Applicant plans to establish a cardiology-focused ASTC in the space presently occupied by its OBL, there is no immediate plan to discontinue the OBL. Instead, the Applicant plans to adopt what is known colloquially as the OBL-ASTC "hybrid" model. This means that the Applicant will use the exact same surgical space on certain days of the week as an ASTC and on other days of the week as an OBL. Medicare regulations permit this space-sharing model so long as certain parameters are met.

As required by federal Medicare regulations and guidance, an ASTC and OBL that share the same physical space must be "temporally distinct." To achieve temporally distinct status, the ASTC and OBL must never operate on the same day of the week. Furthermore, the ASTC and OBL must maintain separate medical and administrative records. To ensure a clear separation, the ASTC and OBL must be operated by separate legal entities, each with its own federal Employer Identification Number and National Provider Identifier ("NPI") number.

Note: Section 416.2 of the Medicare State Operations Manual is provided with this attachment. This section provides Medicare's definition of an "Ambulatory Surgical Center" and includes a discussion on Medicare's "distinct entity" requirement for ASCs.

ATTACHMENT 12

Criterion 1110.230(a) -- Purpose of the Project

In sum, the purpose of the Applicant's project is to convert its OBL into a Medicare-certified ASTC but only use this status on certain days of the week. The conversion will allow the Applicant to continue serving its patients in an outpatient setting, either as an OBL or ASTC as need permits. The ASTC proposed by the Applicant will provide essential health services in an easily-accessible location, centrally located to the Applicant's patient base. The proposed ASTC will improve the health care and well-being of the population that resides in the geographic area by ensuring continued access to cardiology and electrophysiology procedures.

2. The proposed ASTC will be located at 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The Project Site is located within Health Service Area 7 and Hospital Planning Area A-04. The Applicant proposes a geographic service area ("GSA") that includes all zip codes within a forty-five (45) minute drive time radius surrounding the Project Site.

Note: Several maps identifying the Project Site and the boundary of the proposed GSA and a list of all zip codes in the GSA are provided immediately following this Attachment 12.

3. The purpose of this project is to establish an ASTC that offers surgical services falling under the cardiology category of service, which will include both cardiology and electrophysiology surgical procedures. The Applicant will operate the proposed single-specialty ASTC in a manner that ensures the safety of its patients, always giving high quality care in a convenient and familiar location.

The ASTC will enhance access to outpatient health care services by ensuring that the Applicant remains financially viable and continues to be able to provide cardiology-focused surgical procedures to patients for years to come. The project will also help reduce the cost of healthcare overall, by offering patients an affordable alternative to hospital-based surgical services, which often results in lower copayments for patients and less-costly reimbursement by all payor types.

Note: Articles addressing ASTCs and related cost savings are attached immediately following this Attachment 12.

4. Evidence to support the need for this project immediately follows this attachment.

Note: Articles addressing the benefits of outpatient surgery centers is attached immediately following this Attachment 12. These articles provide evidence that the continuation of such centers is good public policy as such centers are cost-effective, save money in federal government health care programs, and are safe and provide high-quality care for these types of patient services.

5. The project will improve access to care by ensuring the continued operation of the Applicant's OBL and by offering an alternative to inpatient hospital care. If a CON permit is granted for this project, the Applicant will work to transition a significant portion of inpatient cases to its outpatient ASTC. The transfer of cases from a hospital setting to an outpatient-based ASTC has been proven to significantly reduce the costs of healthcare to programs, including costs to government-funded programs such as Medicare and Medicaid.

ATTACHMENT 12

Criterion 1110.230(a) -- Purpose of the Project

6. This project's goals are as follows: (a) to ensure continued access to cardiology or electrophysiology procedures in the Applicant's GSA for patients from all socioeconomic backgrounds; (b) increase access to outpatient surgical procedures, moving procedures away from hospitals, resulting in cost savings to state and federal government health care programs; and (c) providing affiliated physicians with two patient service avenues, the first being the continuation of their existing OBL and the second being the establishment of a new ASTC as an extension of their office practice.

7. In addition to the foregoing, this project involves the modernization of existing space. The Applicant is proposing the establishment of an ASTC, which will be located within an existing medical office building. The address of the existing medical office building is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The building was built in 1995. The building was previously owned and used by the now defunct Everest College. The building has a total of 41,964 rentable square feet and sits on a parcel of land that is 2.459 acres.

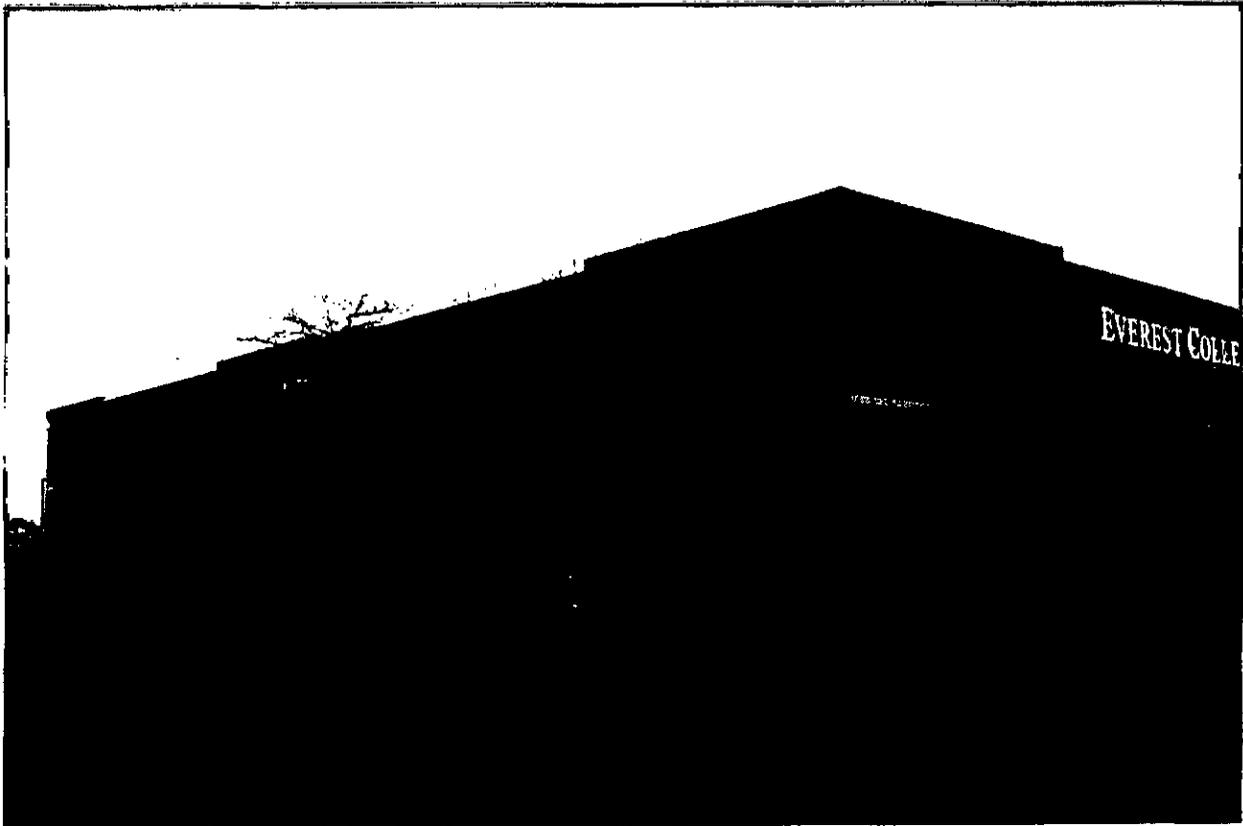
The Applicant will be constructing its ambulatory surgical treatment center ("ASTC") in an existing medical office building. The building is being redeveloped after its original tenant, Everest College, vacated the building. Photographs of the exterior and interior of the Project Site follow.

Exterior: Main Entrance (South Elevation)

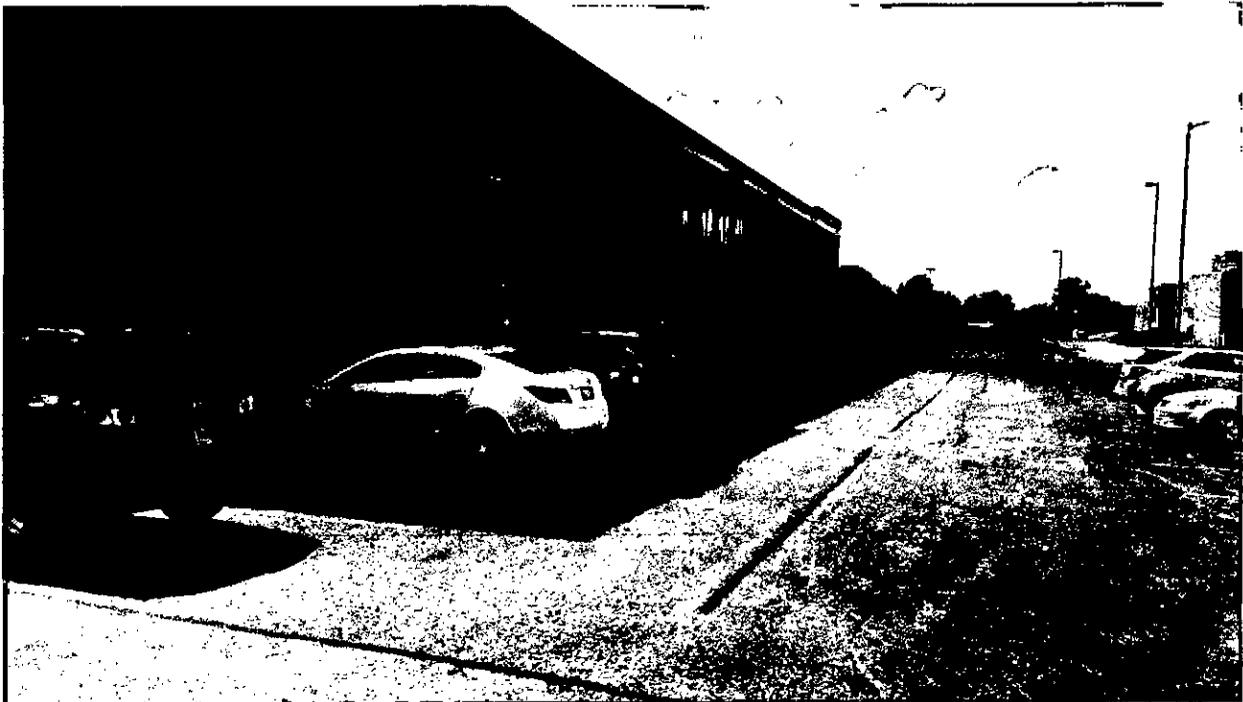


Note: No changes are being made to this part of the exterior.

Exterior: Main Entrance (South Elevation) Showing Prior Occupant of Building



Exterior: Rear of Building (North Elevation)



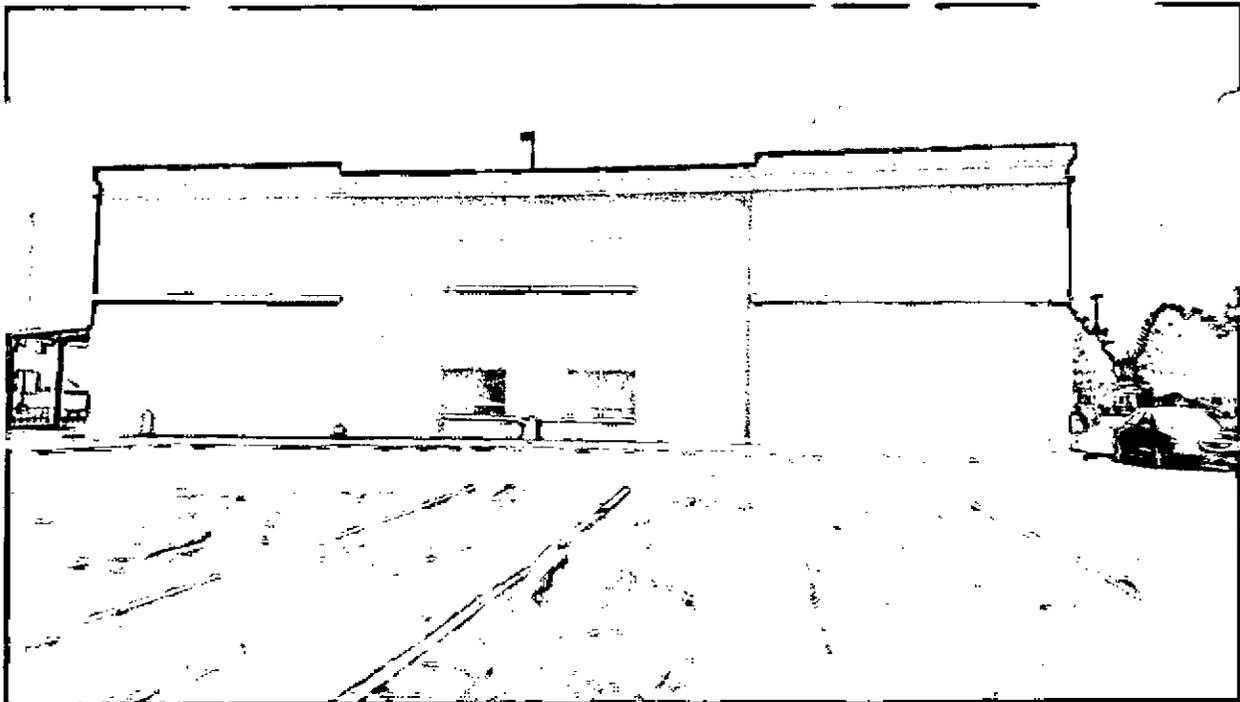
Note: No changes are being made to this part of the exterior.

Exterior: East Elevation



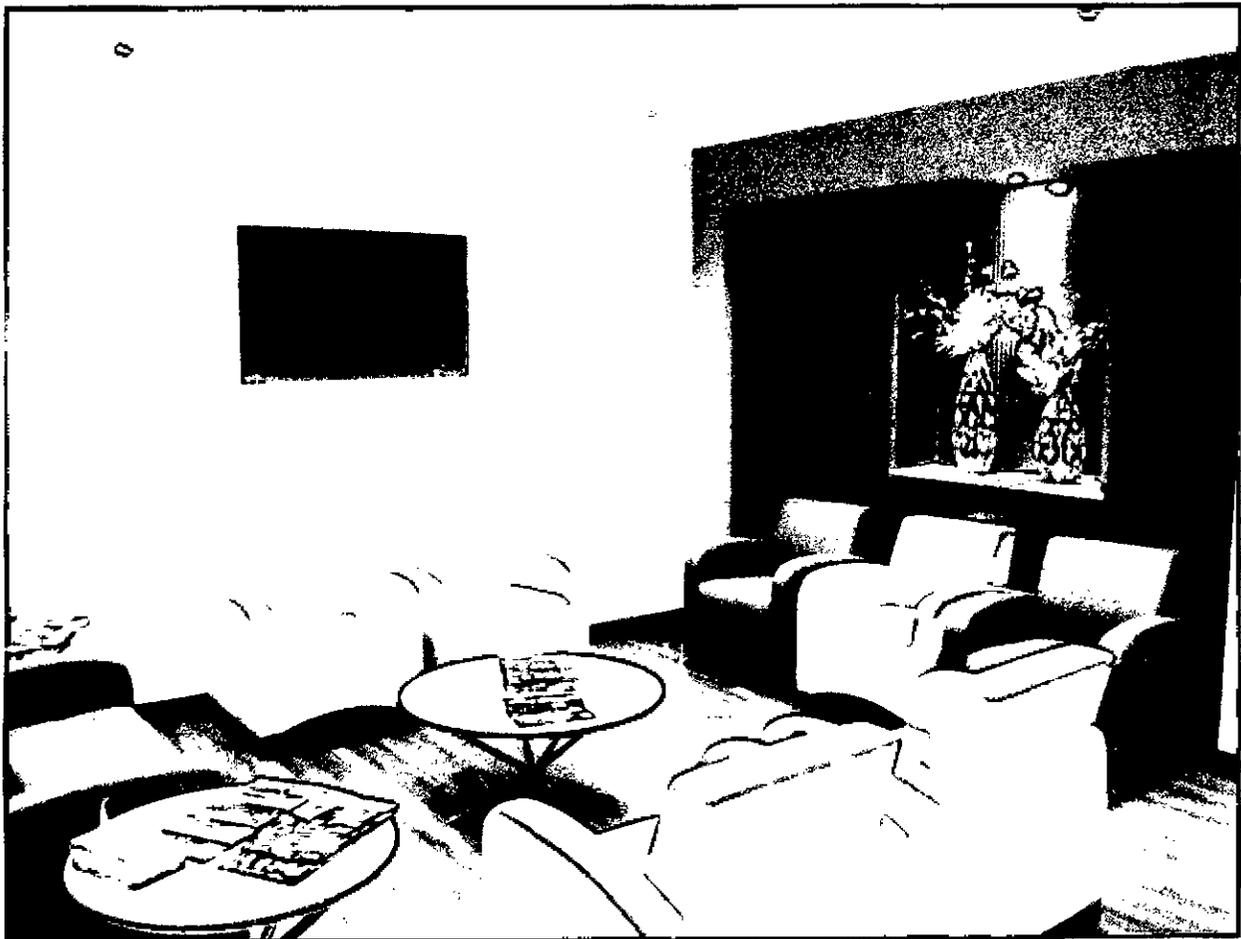
Note: No changes are being made to this part of the exterior.

Exterior: West Elevation



Note: No changes are being made to this part of the exterior.

Interior: Existing Non-Clinical Space Being Converted Into Licensed ASTC – Lobby/Waiting Area

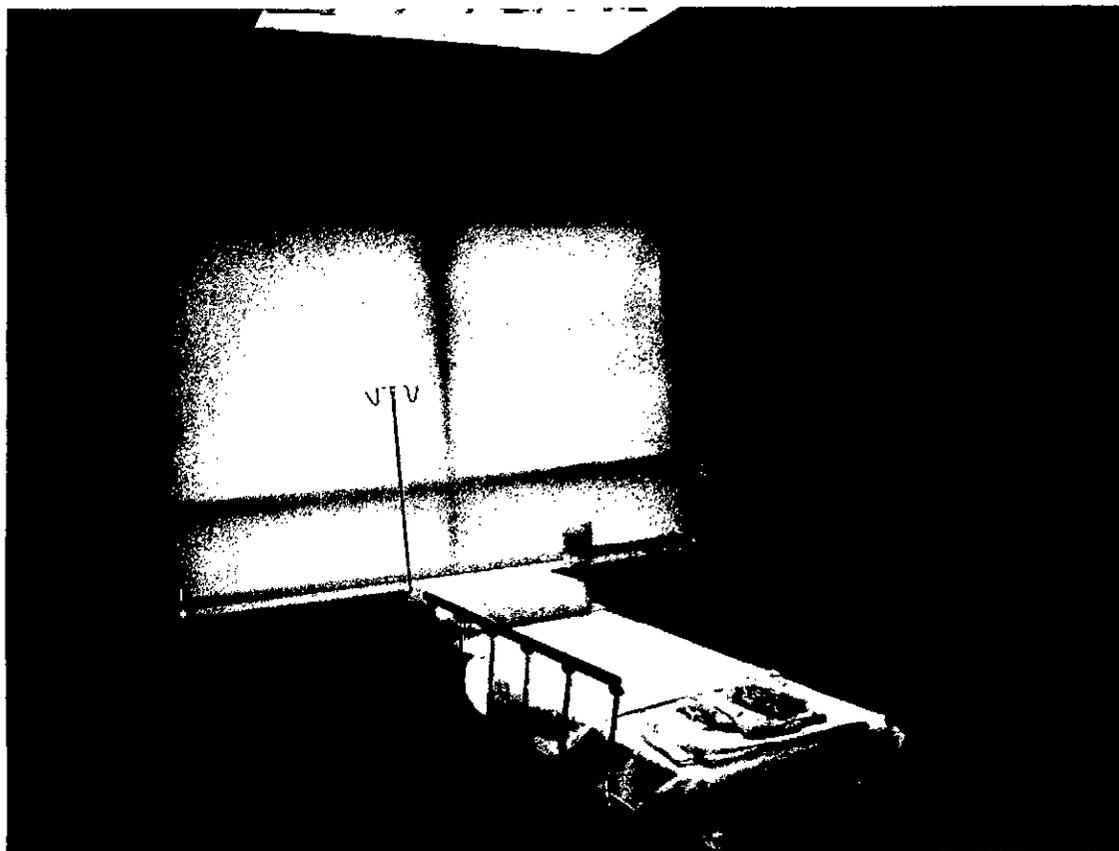
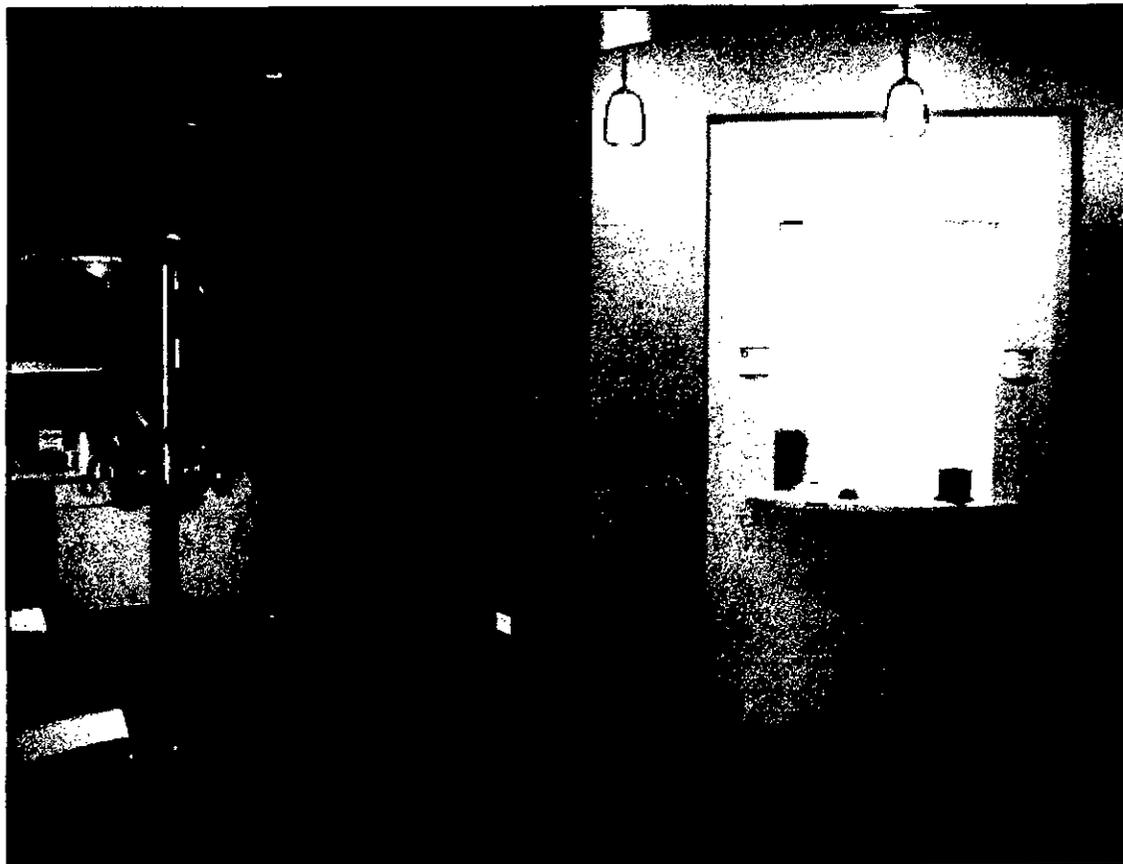


ATTACHMENT 12
Criterion 1110.230(a) -- Purpose of the Project

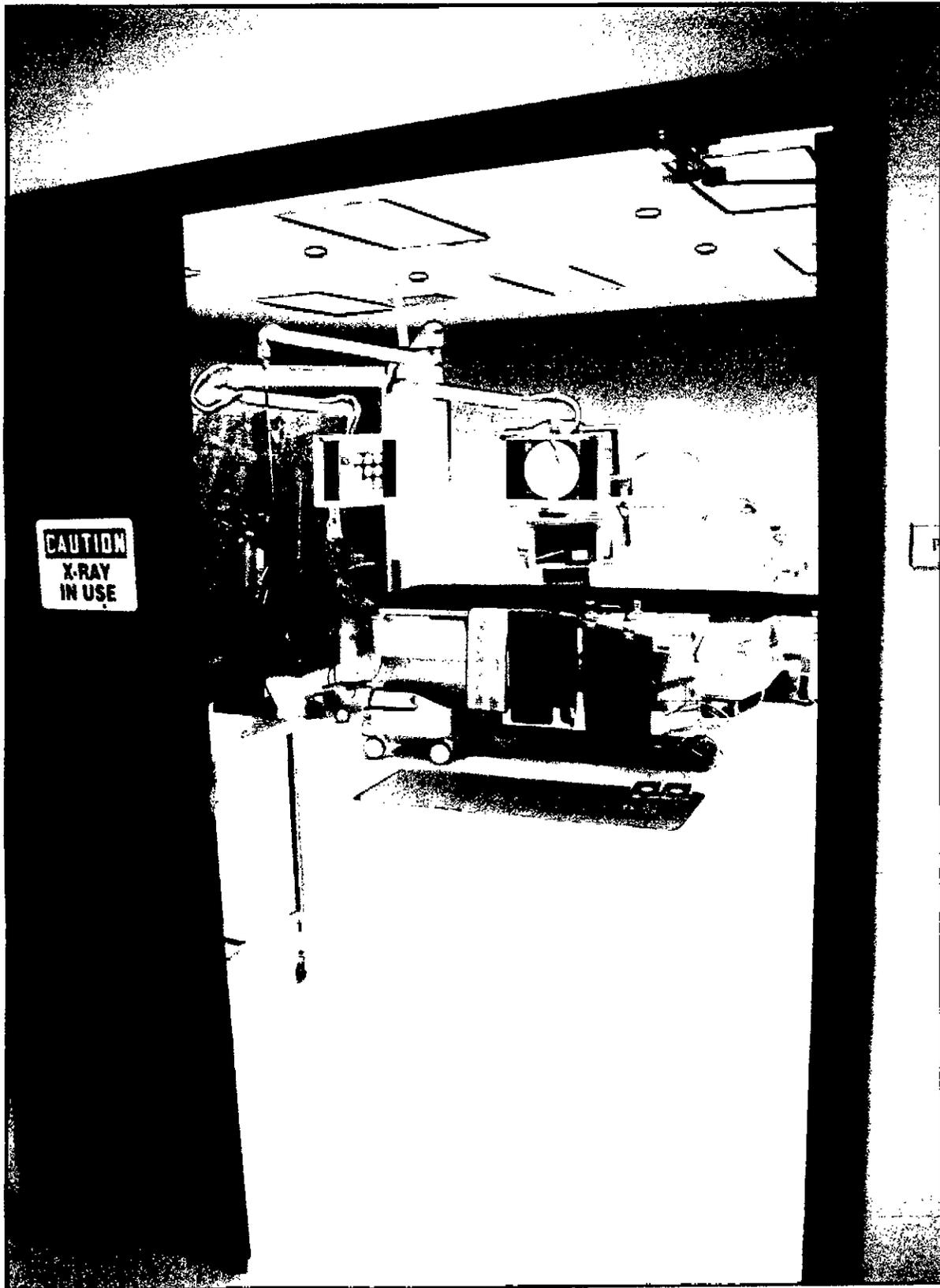
Interior: Existing Clinical Space Being Converted Into Licensed ASTC



ATTACHMENT 12
Criterion 1110.230(a) -- Purpose of the Project



ATTACHMENT 12
Criterion 1110.230(a) -- Purpose of the Project



ATTACHMENT 12
Criterion 1110.230(a) -- Purpose of the Project

ATTACHMENT 12

Medicare State Operations Manual §416.2

(see attached)

Part II

General Provisions and Definitions; General Conditions and Requirements

Interpretive Guidelines

Q-0001

(Rev. 56, Issued: 12-30-09, Effective/Implementation: 12-30-09)

§416.25 Basic Requirements

Participation as an ASC is limited to facilities that –

- (a) Meet the definition in §416.2; and**
- (b) Have in effect an agreement obtained in accordance with this Subpart.**

Interpretive Guidelines: §416.25

An ASC must satisfy all the elements of the definition of an ASC and have in effect an agreement to participate as an ASC in order to satisfy the basic Medicare ASC requirements.

Q-0002

(Rev. 95, Issued: 12-12-13, Effective: 06-07-13, Implementation: 06-07-13)

§416.2 Definitions

As used in this part:

Ambulatory surgical center or ASC means any distinct entity that operates exclusively for the purpose of providing surgical services to patients not requiring hospitalization and in which the expected duration of services would not exceed 24 hours following an admission. The entity must have an agreement with CMS to participate in Medicare as an ASC and must meet the conditions set forth in Subpart B and C of this part.

Interpretive Guidelines: §416.2

According to the definition of an Ambulatory Surgical Center, or ASC, its key characteristics are that it:

- Is a distinct entity;
- Operates exclusively for the provision of surgical services to patients not requiring hospitalization, with the ASC's services expected not to exceed 24 hours in duration following an admission;
- Has an agreement with Medicare to participate as an ASC; and
- Complies with the Conditions for Coverage (CfCs) in Subparts B and C, i.e., 42 CFR 416.25-52.

Distinct Entity

An ASC satisfies the criterion of being a "distinct" entity when it is wholly separate and clearly distinguishable from any other healthcare facility or office-based physician practice. The ASC is not required to be housed in a separate building from other healthcare facilities or physician practices, but, in accordance with National Fire Protection Association (NFPA) Life Safety Code requirements (incorporated by cross-reference at §416.44(b)), it must be separated from other facilities or operations within the same building by walls with at least a one-hour separation. If there are State licensure requirements for more permanent separations, the ASC must comply with the more stringent requirement.

An ASC does not have to be completely separate and distinct physically from another entity, if, and only if, it is temporally distinct. In other words, the same physical premises may be used by the ASC and other entities, so long as they are separated in their usage by time. For example:

- **Adjacent physician office:** Some ASCs may be adjacent to the office(s) of the physicians who practice in the ASC. Where permitted under State law, CMS permits certain common, non-clinical spaces, such as a reception area, waiting room, or restrooms to be shared between an ASC and another entity, as long as they are never used by more than one of the entities at any given time, and as long as this practice does not conflict with State licensure or other State law requirements. In other words, if a physician owns an ASC that is located adjacent to the physician's office, the physician's office may, for example, use the same waiting area, as long as the physician's office is closed while the ASC is open and vice-versa. **The common space may not be used during concurrent or overlapping hours of operation of the ASC and the physician office.** Furthermore, care must be taken when such an arrangement is in use to ensure that the ASC's medical and administrative records are physically separate. During the hours that the ASC is closed, its records must be secure and not accessible by non-ASC personnel.

Permitting use of common, non-clinical space by distinct entities separated temporally does not mean that the ASC is relieved of the obligation to comply with the NFPA Life Safety Code standards for ASCs, in accordance with

§416.44(b), that require, among other things, a one-hour separation around all physical space that is used by the ASC and fire alarms in the ASC.

It is not permissible for an ASC during its hours of operation to "rent out" or otherwise make available an OR or procedure room, or other clinical space, to another provider or supplier, including a physician with an adjacent office.

- **Facilities with Diagnostic Imaging and Surgery Capability:** Some facilities are equipped to perform both ambulatory surgeries and diagnostic imaging. However, Medicare regulations do not recognize a non-hospital institutional healthcare entity that performs both types of services, and actually requires an ASC to operate exclusively for the purpose of providing surgical services. However, the Medicare Independent Diagnostic Testing Facility (IDTF) payment regulations at 42 CFR 410.33(g) prohibit IDTFs that are not hospital-based or mobile from sharing a practice location with another Medicare-enrolled individual or organization. As a result, ASCs may not share space, even when temporally separated, with a Medicare-participating IDTF.

NOTE: Certain radiology services integral to surgical procedures may be provided when the facility is operating as an ASC.

- **Separately Certified ASCs Sharing Space:** Where permitted under State law, several different ASCs, including ones that participate in Medicare and ones that do not, may use the same physical space, including the same operating rooms, so long as they are temporally distinct, i.e., they do not have concurrent or overlapping hours of operation. However, an ASC and a hospital or CAH outpatient surgery department, including a provider-based department that is either on or off the hospital's or CAH's main campus, may not share the same physical space, since the regulations at 42 CFR 413.65(d)(4) require that the provider-based department be held out to the public as a part of the main hospital, and that patients entering the provider-based facility are aware that they are entering the hospital.

Each of the different ASCs that utilize the same space is separately and individually responsible for compliance with all ASC Conditions for Coverage (CfCs). So, for example, each ASC must have its own policies and procedures and its own medical records. Likewise, although there is no prohibition against each ASC using the same nursing and other staff under an arrangement with the employer of the staff, each is nevertheless required to separately comply with all requirements governing the utilization of staff in the ASC.

At the same time, each Medicare-certified ASC that shares the same space as another Medicare-certified ASC should be aware, when entering into such an arrangement, that identification of certain deficient practices may result in citation of deficiencies for all ASCs occupying the same premises. For example, building features that violate the Life Safety Code would not vary according to which ASC happened to be operating on the premises at the time of a survey, and all ASCs at that location would be cited for the deficiency.

If there are multiple ASCs utilizing the same space, but at different times, it may be prudent to consider organizing recertification surveys in order to use the time on-site to conduct multiple surveys allowing assessment of each ASC that utilizes the space.

Exclusive Provision of Limited Surgical Services

The ASC must offer only surgical services. Separate ancillary services that are integral to the surgical services, i.e., those furnished immediately before, during or immediately after a surgical procedure, may be provided. The ASC may not, however, offer services unrelated to the surgeries it performs.

What constitutes "surgery"?

For the purposes of determining compliance with the ASC definition, CMS relies, with minor modification, upon the definition of surgery developed by the American College of Surgeons (www.facs.org/fellows_info/statements/st-11.html.) Accordingly, the following definition is used to determine whether or not a procedure constitutes surgery:

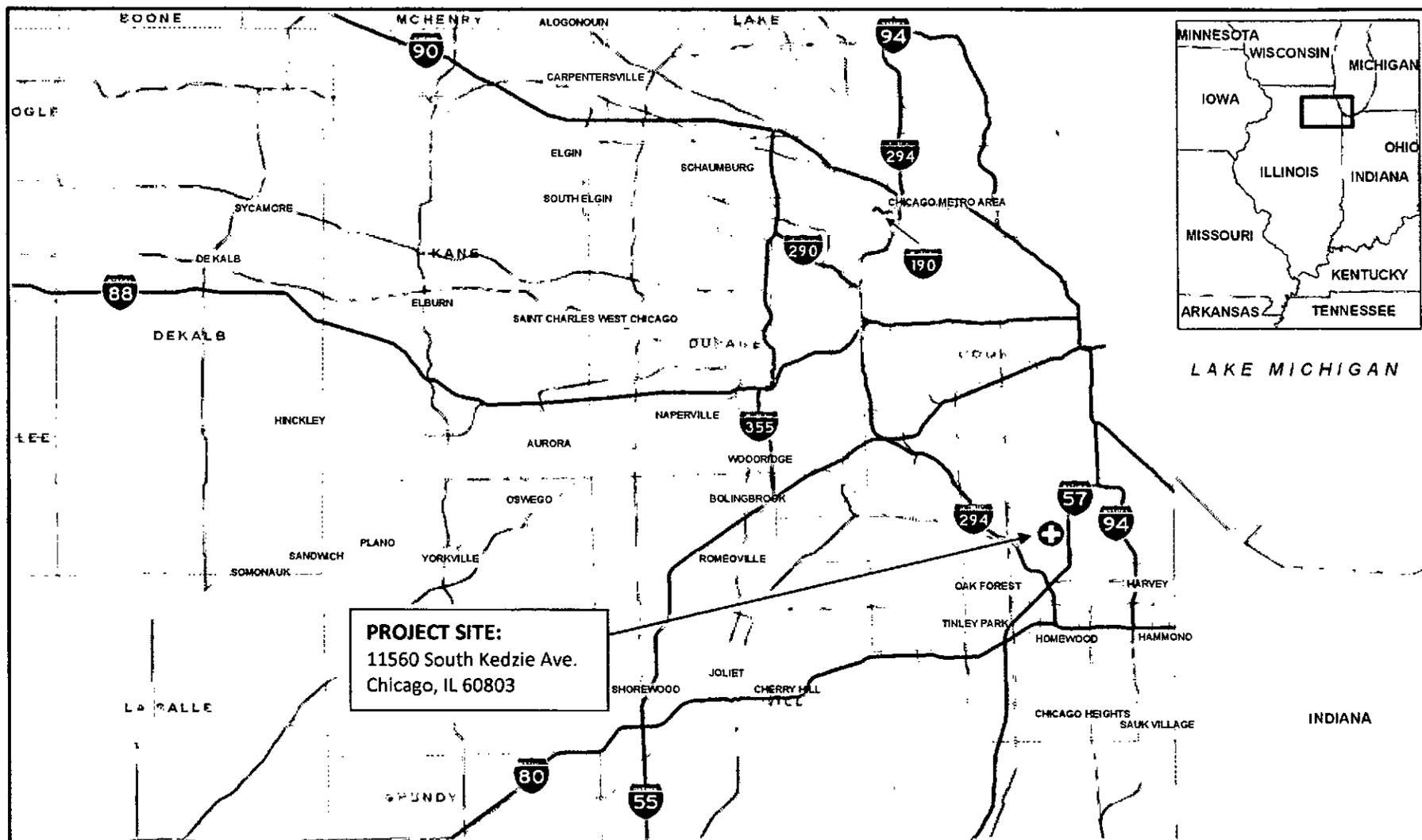
Surgery is performed for the purpose of structurally altering the human body by the incision or destruction of tissues and is part of the practice of medicine. Surgery also is the diagnostic or therapeutic treatment of conditions or disease processes by any instruments causing localized alteration or transposition of live human tissue which include lasers, ultrasound, ionizing radiation, scalpels, probes, and needles. The tissue can be cut, burned, vaporized, frozen, sutured, probed, or manipulated by closed reductions for major dislocations or fractures, or otherwise altered by mechanical, thermal, light-based, electromagnetic, or chemical means. Injection of diagnostic or therapeutic substances into body cavities, internal organs, joints, sensory organs, and the central nervous system, is also considered to be surgery. (This does not include the administration by nursing personnel of some injections, subcutaneous, intramuscular, and intravenous, when ordered by a physician.) All of these surgical procedures are invasive, including those that are performed with lasers, and the risks of any surgical procedure are not eliminated by using a light knife or laser in place of a metal knife, or scalpel.

An ASC is further limited to providing surgical services only to patients who do not require hospitalization after the surgery. Further, the ASC's surgical services must be ones that ordinarily would not take more than 24 hours, including not just the time for the surgical procedure but also pre-op preparation and recovery time, following the admission of an ASC patient. These limitations apply to all of the ASC's surgical services, not just to surgeries on Medicare beneficiaries who use the ASC.

- The term "hospitalization" means that a patient needs a supervised recovery period in a facility that provides hospital inpatient care. Whether a patient "requires" hospitalization after a surgical procedure is a function both of the characteristics of the patient and of the nature of the surgery. In other words, an ASC might be an appropriate setting for a particular surgical procedure for

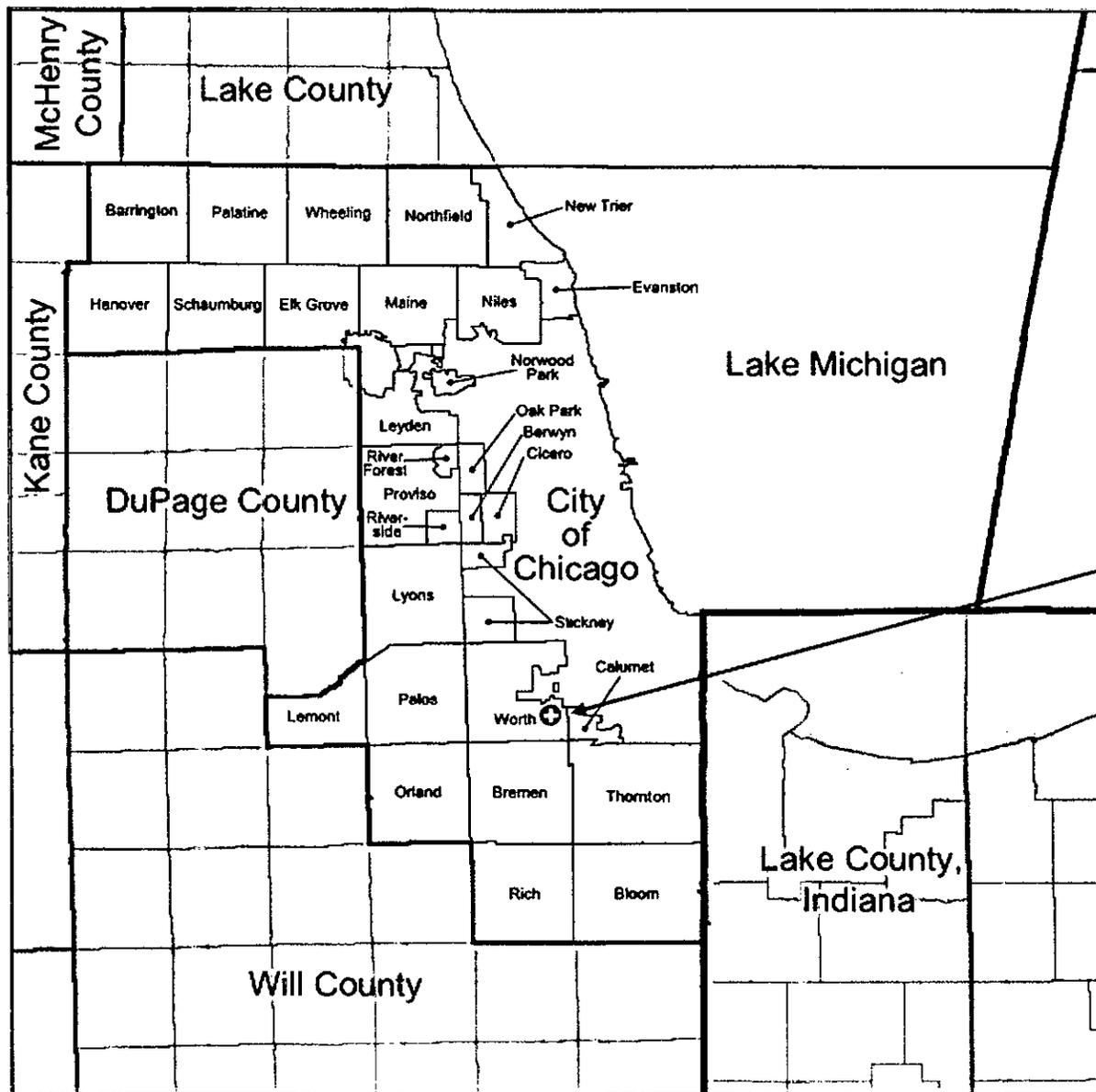
Geographic Service Area: 45 Minute Radius From Project Site

Project Site Identified Below



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Project Site Identified Below

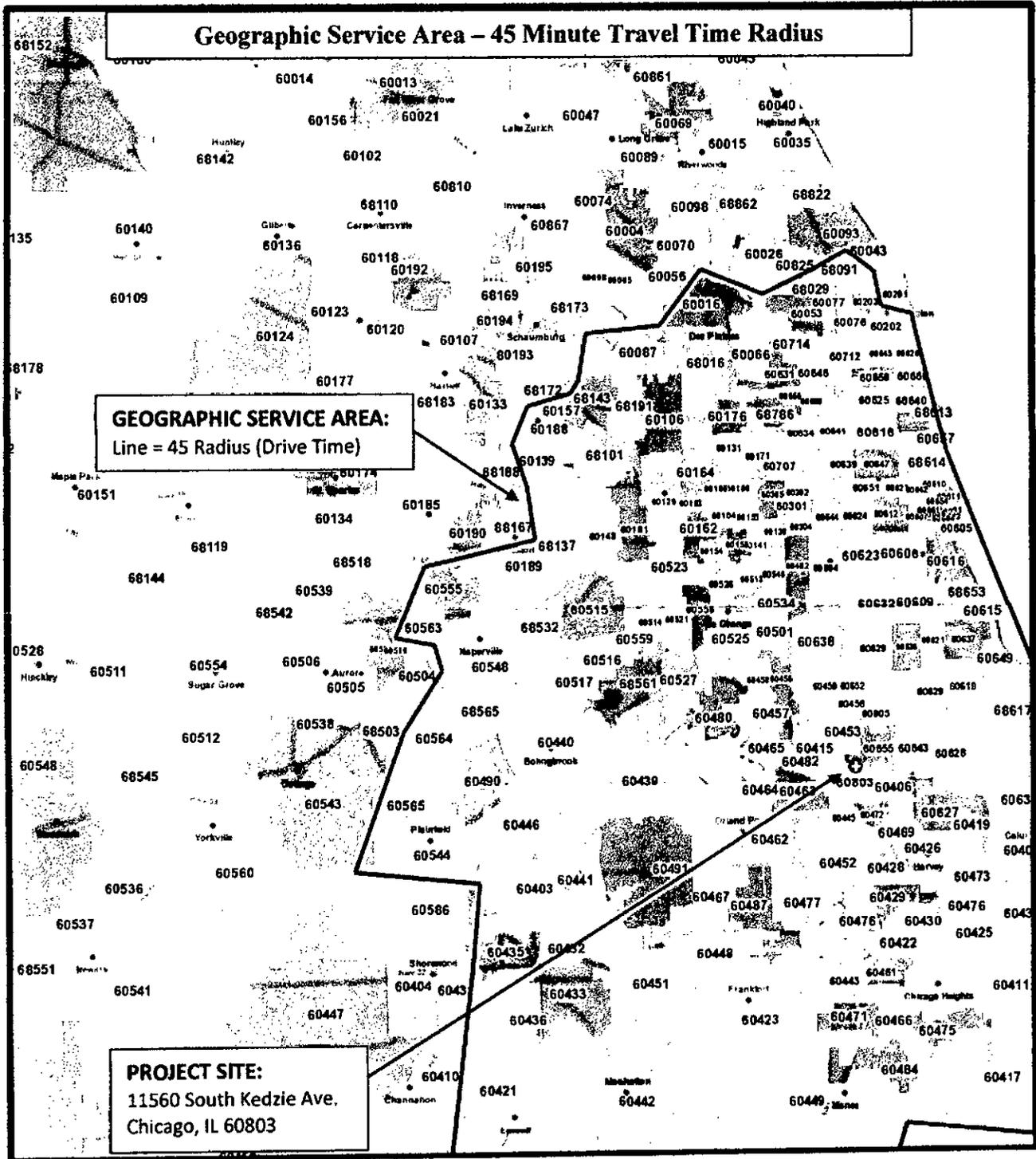


PROJECT SITE:
11560 South Kedzie Ave.
Chicago, IL 60803

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ATTACHMENT 12

Geographic Service Area: 45 Minute Radius From Project Site



ATTACHMENT 12

Criterion 1110.230(a) -- Purpose of the Project

All Zip Codes in GSA

COOK COUNTY			DUPAGE COUNTY	WILL COUNTY
60007	60469	60643	60101	60401
60008	60471	60644	60105	60403
60016	60472	60645	60106	60404
60018	60473	60646	60108	60417
60053	60475	60647	60117	60421
60076	60476	60649	60126	60423
60077	60477	60651	60137	60432
60091	60478	60652	60138	60433
60104	60480	60653	60139	60434
60126	60484	60654	60143	60435
60130	60487	60655	60148	60436
60131	60501	60656	60157	60440
60153	60513	60657	60181	60441
60154	60521	60659	60189	60442
60155	60523	60660	60191	60446
60160	60525	60661	60399	60448
60162	60526	60699	60502	60449
60163	60527	60701	60514	60451
60164	60534	60706	60516	60468
60165	60546	60707	60517	60484
60171	60558	60712	60521	60490
60176	60601	60714	60522	60491
60202	60602	60803	60523	60544
60203	60603	60804	60527	60564
60301	60604	60805	60532	60585
60302	60605	60827	60540	
60304	60606		60555	
60305	60607		60559	
60402	60608		60561	
60406	60609		60563	
60409	60610		60565	
60411	60611			
60415	60612			
60418	60613			
60419	60614			
60422	60615			
60423	60616			
60425	60617			
60426	60618			
60428	60619			
60429	60620			
60430	60621			
60438	60622			
60439	60623			
60443	60624			
60445	60625			
60449	60626			
60452	60628			
60453	60629			
60455	60630			
60456	60631			
60457	60632			
60458	60633			
60459	60634			
60461	60636			
60462	60637			
60463	60638			
60464	60639			
60465	60640			
60466	60641			
60467	60642			

ATTACHMENT 12

ASTC Cost Savings

(see attached)

ASCA: New Study Finds Billions In Savings Tied To Ambulatory Surgery Centers

Sep 11, 2013, 11:34 ET from Ambulatory Surgery Center Association (ASCA)

University of California-Berkeley analysis examines cost savings that ASCs provide to Medicare and its beneficiaries

ALEXANDRIA, Va., Sept. 11, 2013 /PRNewswire-USNewswire/ -- A new analysis by researchers at the prominent University of California-Berkeley Nicholas C. Petris Center on Health Care Markets and Consumer Welfare finds that ambulatory surgery centers (ASCs) provide billions of dollars in savings to the Medicare program and its beneficiaries. Specifically, Berkeley's researchers found that ASCs saved Medicare \$7.5 billion over the four-year period from 2008 to 2011. Going forward, ASCs have the potential to save the Medicare system an additional \$57.6 billion over the next decade.

"With policymakers looking for ways to shore up Medicare's finances and reduce health care spending nationwide, our analysis suggests that ASCs offer a win-win for policymakers and patients," said Adjunct Professor Brent Fulton of the University of California at Berkeley. "Encouraging patients to seek the care they need in ASCs throughout the Medicare system should be an easy decision. Indeed, depending on the future policy environment, the savings generated by ASCs could exceed our \$57.6 billion estimate."

Ambulatory surgery centers, or ASCs, are modern health care facilities focused on providing a range of same-day surgical care—the same procedures that were once performed exclusively in hospitals. Because ASCs provide quality care at less cost than hospital outpatient departments (HOPD), Medicare reimburses ASCs at, on average, 58 percent of the HOPD rate. This means that Medicare—and the taxpayers who fund it—realize savings every time a procedure is performed in an ASC. As the UC-Berkeley cost savings analysis shows, those savings add up. Key findings from the study include:

- During the four-year period from 2008 to 2011, ASCs saved the Medicare program and its beneficiaries **\$7.5 billion**. ASCs saved Medicare and its beneficiaries **\$2.3 billion** in 2011 alone.
- **\$6 billion** of these savings were realized by the federal Medicare program. The remaining \$1.5 billion went directly to Medicare beneficiaries. In other words, Medicare patients nationwide saved **\$1.5 billion** thanks to the cost-effective care that ASCs provide.
- Beneficiaries also stand to save considerably in future years. Because Medicare reimburses ASCs at a lower rate than HOPDs, patients also pay a smaller coinsurance amount in an ASC. For example, a Medicare beneficiary will **save \$148** on his or her coinsurance by electing to undergo a cataract surgery in an ASC instead of a hospital.

"ASCs deliver patient-centered outpatient surgical care that saves the Medicare program and its beneficiaries billions of dollars," said ASCA Chief Executive Officer William Prentice. "Unfortunately, the power of the price differential that produces these savings has limits, and we are at or beyond that limit now. ASC growth has all but stalled, and some centers are being purchased and converted into hospital outpatient departments to take advantage of the higher fees that can be charged there. Congress and the Obama Administration must ensure that Medicare payments for ASC services are sufficient so that ASCs can continue to be the lower-cost alternative for outpatient surgical care for America's seniors."

The entire study can be found here: www.ascassociation.org/MedicareSavingsStudy.

About ASCs: ASCs are an integral part of the health care system, providing critical access to surgical and diagnostic care, including preventive services. As essential Medicare providers of surgical and cancer screening services, ASCs perform more than 40 percent of Medicare colonoscopies.

About the Ambulatory Surgery Center Association (ASCA): ASCA is working to raise awareness of the important role that ASCs play in the US health care system and the high-quality, cost-effective care that ASCs provide. For more about ASCA, go to www.ascassociation.org.

About the University of California-Berkeley's School of Public Health's Nicholas C. Petris Center on Health Care Markets and Consumer Welfare: The Nicholas C. Petris Center conducts health economics research that focuses on consumer protection, affordability and access to health care, especially for low and moderate-income consumers. It also focuses on the role of information in consumer choice and assesses concentration, regulation and competition in the health care marketplace. For more about the Petris Center, go to <http://petris.org>.

SOURCE Ambulatory Surgery Center Association (ASCA)



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EXECUTIVE SUMMARY

Even in today's divisive political environment, there's at least one important area of consensus among policymakers: the threat posed by rising health care costs to both our national economy and the federal and state governments' balance sheets. This concern is particularly acute in the Medicare program, where costs are expected to rise dramatically as new treatments are developed and a generation of Baby Boomers enters retirement. Burgeoning health care costs, it seems certain, will be near the top of Washington, DC's agenda for years to come.

As they work to reduce health care costs and extend the solvency of programs like Medicare, policymakers will confront tough choices in the months and years ahead. Yet, they must also be alert for reforms that cut costs while maintaining quality services for beneficiaries. This analysis by Professor Brent Fulton and Dr. Sue Kim of the University of California at Berkeley explores one possible way for policymakers to generate substantial Medicare savings without reducing services or quality of care.

This study examines ambulatory surgery centers (ASCs). ASCs are technologically advanced medical facilities that provide same-day surgical procedures, including important diagnostic and preventive services like colonoscopies. Today, more than 5,300 Medicare-certified ASCs serve communities throughout our nation. These ASCs perform many of the same procedures as hospital outpatient departments (HOPDs). ASCs, however, are able to provide care much more efficiently and without the often costly overhead associated with hospitals. According to an industry calculation, the Medicare program currently reimburses ASCs at 58 percent of the HOPD rate, meaning that Medicare—and the taxpayers who fund it—realize savings every time a procedure is performed in an ASC instead of an HOPD.

When one considers the millions of same-day surgical procedures performed in ASCs through the Medicare program each year, the nationwide savings add up quickly. In this study, University of California at Berkeley's Professor Brent Fulton and Dr. Sue Kim analyze the numbers to determine how much ASCs save the Medicare program and its beneficiaries. They begin by analyzing government data to identify how much money ASCs saved Medicare in recent years, and then, forecast how much more ASCs will save Medicare in the future. The key findings are the following:

- During the four-year period from 2008 to 2011, ASCs saved the Medicare program and its beneficiaries \$7.5 billion. ASCs saved Medicare and its beneficiaries \$2.3 billion in 2011 alone.

- \$6 billion of these savings were realized by the federal Medicare program. The remaining \$1.5 billion went directly to Medicare beneficiaries. In other words, Medicare patients nationwide saved \$1.5 billion thanks to the less expensive care offered at ASCs.
- ASCs have the potential to save the Medicare program and its beneficiaries up to \$57.6 billion more over the next decade.
- Beneficiaries themselves also stand to save considerably in future years. Because Medicare reimburses ASCs at a lower rate than HOPDs, patients also pay a smaller coinsurance amount in an ASC. The authors use the example of cataract surgery, noting that a Medicare beneficiary will save \$148 on his or her coinsurance by electing to undergo surgery in an ASC instead of a hospital.



These findings have important implications for policymakers' ongoing discussion about how to most effectively reduce health care costs and the national budget deficit. The clearest implication is that, while public officials may indeed confront tough choices in the years ahead, the choice to encourage ASC use within the Medicare program is an easy decision. These findings suggest that ASCs offer a "win-win" for patients and the Medicare system, since they provide substantial savings without any corresponding reduction in quality or benefits.

While the future savings offered by ASCs are easily attainable, however, they are not inevitable. Indeed, a discrepancy in Medicare reimbursement policy could jeopardize the savings ASCs provide. Medicare uses two different factors to update ASC and HOPD payments—despite the fact that the two settings provide the same surgical services. ASC payments are updated based on the consumer price index for all urban consumers (CPI-U), which measures changes in the costs of all consumer goods; HOPD rates, meanwhile, are updated on the hospital market basket, which specifically measures changes in the costs of providing health care, and so, more accurately reflects the increased costs that outpatient facilities face.

Since consumer prices have inflated more slowly than medical costs, the gap in ASC and HOPD reimbursement

rates has widened over time. If the reimbursement rate for ASCs continues to fall relative to their HOPD counterparts, ASC owners and physicians will face increasing pressure to leave the Medicare system and allow their facilities to be acquired by nearby hospitals. When an ASC is acquired by a hospital, the Medicare reimbursement rate jumps roughly 75 percent. This threatens to turn the cost-saving advantage of ASCs into a perverse market incentive that drives ASCs from the Medicare program.

Already, the widening disparity in reimbursement has led more than 60 ASCs to terminate their participation in Medicare over the last three years. If the reimbursement gap continues to widen, more ASCs will leave the Medicare program. As a result, more Medicare cases will be driven to the HOPD, causing costs to both the Medicare program and its beneficiaries to rise.

Thus, realizing the full potential savings that ASCs offer will likely require policymakers to step in and halt this continuing "slide" in ASC reimbursement rates. Because Medicare saves money virtually every time a procedure is performed in an ASC instead of an HOPD, any policies that reduce the widening reimbursement gap between ASCs and HOPDs, and that otherwise encourage the migration of cases from the hospital setting into ASCs, will increase total savings for the Medicare program and its beneficiaries.

I. AN INTRODUCTION TO AMBULATORY SURGERY CENTERS

Only 40 years ago, virtually all surgeries and diagnostic procedures were performed in hospitals. Today, however, standalone facilities known as Ambulatory Surgery Centers (ASCs) provide outpatient surgical care in an atmosphere removed from the competing demands that are often encountered in an acute care hospital.

ASCs, as this report details, offer patients a cost-effective alternative to hospital outpatient departments (HOPDs). The first ASC opened in 1970, and today, there are more than 5,300 Medicare-certified ASCs in the United States. The overwhelming majority of these ASCs are at least partially owned by physicians, which allows for better control over scheduling, as procedures are not often delayed or rescheduled due to staffing issues or competing demands for operating room space from emergency cases.

ASC surgeons perform a diverse range of procedures, many of them diagnostic or preventive in nature. For example:

- ASCs perform more than 40 percent of all Medicare colonoscopies, contributing to a decade-long decline in colorectal cancer mortality.
- The ASC industry also led the development of minimally invasive procedures and the advancement of technology to replace the intraocular lens, a procedure that is now used nearly one million times each year to restore vision for Medicare patients with cataracts. Once an inpatient hospital procedure, it can now be performed safely at an ASC at a much lower cost.

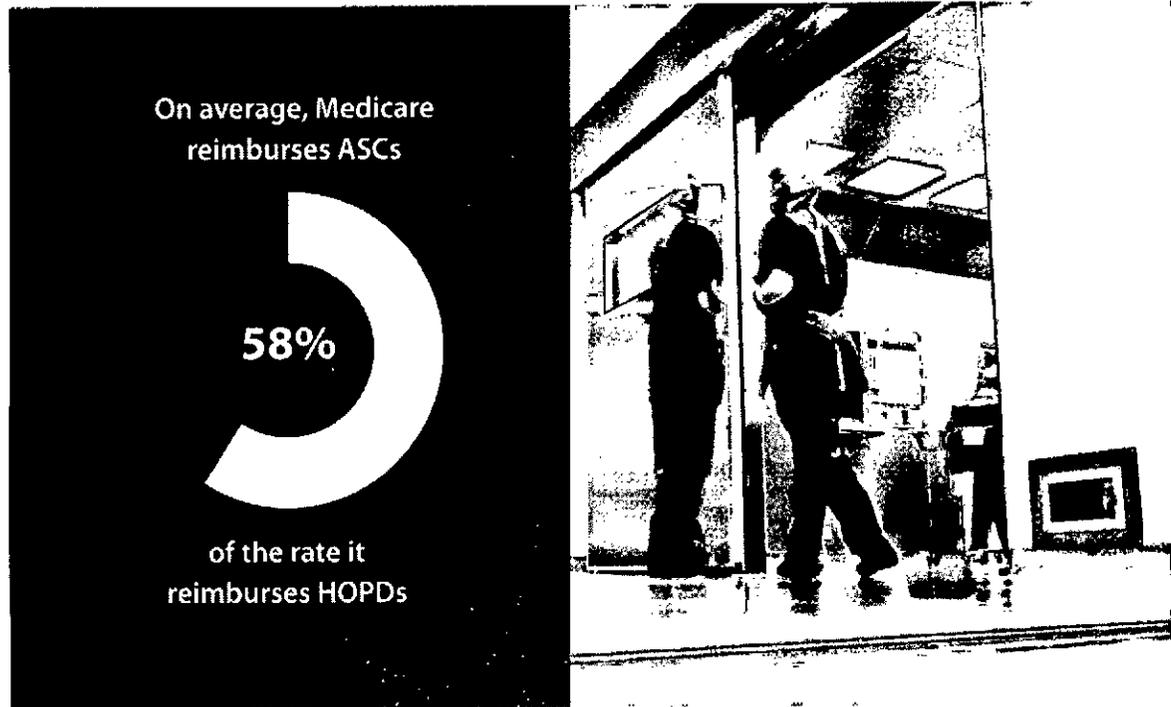
Ambulatory Surgery Centers are modern health care facilities focused on providing a range of same-day surgical care, the same types of procedures that were once performed exclusively in hospitals. Today, as a result of medical advancements and new technologies—including minimally invasive surgical techniques and improved anesthesia—a range of procedures can be performed safely and effectively on an outpatient basis.

II. ASCS: SAVING THE SYSTEM

The more than 5,300 Medicare-certified ASCs in the United States today provide identical services to those performed at HOPDs throughout the country. ASCs are able to perform these surgeries much more efficiently than HOPDs. ASCs do not incur the often substantial administrative and overhead costs associated with a hospital. This enables ASCs to provide these services at substantially less cost to the Medicare program—and to its beneficiaries—than their hospital counterparts.

Today, Medicare reimburses ASCs at an average of 58 percent of the rate it reimburses HOPDs for the same procedures.

The savings that accrue over time, even for individual procedures, are significant. For example, in 2011, Medicare beneficiaries (excluding Medicare Advantage beneficiaries) had 1,709,175 cataract surgeries, of which, 1,120,388 were performed in ASCs and the other 588,787 in HOPDs. The parallel reimbursements per surgery were \$951 for an ASC and \$1,691 for an HOPD, meaning that every time a patient elected to receive treatment in an ASC, the Medicare program saved \$740. When applied across the 1,120,388 cataract surgeries performed in ASCs during 2011, the total savings for this single procedure reached \$829 million.



III. COST SAVINGS ANALYSIS

Data and Methodology

Professor Fulton and Dr. Kim conducted the following analysis, which looks at government data from the Centers for Medicare & Medicaid Services (CMS), to answer two fundamental questions. First, how much money did the Medicare program and its beneficiaries save from 2008 to 2011 because surgical and diagnostic procedures were performed at ASCs instead of HOPDs? Second, how much more could the Medicare program and its beneficiaries save over the next decade (2013–2022) if additional procedures move from HOPDs to the ASC setting during that timeframe?

Government data was used to ascertain the volume of procedures performed in ASCs, HOPDs and physician offices from 2008 through 2011, as well as the reimbursement rates for procedures done at ASCs and HOPDs. The volume data reports are from the Medicare Physician Supplier Procedure Specific file available from CMS. It excludes Medicare Advantage enrollees. The ASC reimbursement rates are from the ASC Addendum AA¹, and the HOPD reimbursement rates are from Hospital Outpatient Prospective Payment System Addendum.²

When forecasting future cost savings, the Berkeley analysts relied on CMS' predicted number of Medicare beneficiaries from 2013 to 2022. This data set also excludes Medicare Advantage enrollees.³

To ensure a realistic baseline for their analysis and predictions, the analysts limited the data set to the 120 procedures most commonly performed at ASCs in 2011, which represented 73 percent of the total volume of all procedures performed in ASCs in 2011.⁴

Past Savings

To estimate the savings generated by ASCs from 2008 to 2011, the analysts calculated the differences in reimbursement rates for each of the 120 procedures, then multiplied those differences by the number of procedures performed at ASCs. For example, the cataract surgery discussed in the previous section, when performed in an ASC, generated a total of \$829 million in savings in 2011. They applied the same method for all of the 120 procedures in each year from 2008 to 2011. They broke the numbers into savings that accrued to the Medicare program and savings that directly benefited beneficiaries. The beneficiary share of the total savings was 20 percent over the four-year period. Professor Fulton's and Dr. Kim's analysis found the following:

- During the four-year period from 2008 to 2011, the lower ASC reimbursement rate generated a total of \$7.5 billion in savings for the Medicare program and its beneficiaries.
- \$6 billion of these savings were realized by the federal Medicare program. The remaining \$1.5 billion was saved by Medicare beneficiaries themselves. In other words, Medicare patients nationwide saved \$1.5 billion thanks to the less expensive care offered at ASCs.
- These savings increased each year, rising from \$1.5 billion in 2008 to \$2.3 billion in 2011. The increase results from the total number of procedures growing from 20.4 million to 24.7 million (or 6.6 percent annually) between 2008 and 2011 as well as the reimbursement rate gap widening between HOPDs and ASCs. These savings were realized despite the share of total Medicare procedures performed in ASCs decreasing over this period, falling from 22.9 percent in 2008 to 21.7 percent in 2011.

1 http://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/ASCPayment/11_Addenda_Updates.html

2 <http://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/HospitalOutpatientPPS/Addendum-A-and-Addendum-B-Updates.html>

3 <http://www.cms.gov/Research-Statistics-Data-and-Systems/Statistics-Trends-and-Reports/ReportsTrustFunds/downloads/tr2011.pdf> (p.51).

4 The data set was initially narrowed to 148 procedures, which represented about 90% of the total volume. Twenty-seven procedures were dropped because of missing data on the number of procedures or reimbursement rates. One additional procedure was dropped the ASC share was 100%, and it thus provided no basis for comparison with HOPDs.

These findings are illustrated in the following chart.

Descriptor	Annual Change	Total (2008—2011)	2008	2009	2010	2011
Number of procedures per 1,000 Medicare beneficiaries	5.6%		573.9	587.3	600.3	674.9
Procedures (million)						
ASC	4.7%	19.5	4.7	4.7	4.8	5.4
HOPD	5.9%	22.3	5.3	5.3	5.4	6.3
Physician office	7.7%	45.5	10.4	10.8	11.3	13.0
Total # of procedures	6.6%	87.3	20.4	20.8	21.5	24.7
ASC share*	1.5%	22.3%	22.9%	22.7%	22.3%	21.7%
Savings (\$billion) **						
Program	16.6%	\$6.0	\$1.2	\$1.4	\$1.5	\$1.9
Beneficiaries	14.8%	\$1.5	\$0.3	\$0.4	\$0.4	\$0.5
Total***	16.3%	\$7.5	\$1.5	\$1.8	\$1.9	\$2.3

Notes:

*The ASC share reported in the table is influenced by (or weighted for) high-volume procedures, such as cataracts. The analysts also calculated the ASC share based on a simple average across the 120 procedures. The ASC shares for 2008 to 2011 were 30.4%, 31.0%, 31.4% and 31.8%, respectively, each year, and averaged 31.1% over the four years.

**Savings are reported in nominal dollars.

***Totals may not sum and percentages may not total to 100% due to rounding.

Future Savings

The ASC industry is certain to continue generating savings to both the Medicare program and its beneficiaries over the next decade. The magnitude of these savings, however, will hinge on whether, and how much, the ASC share of surgeries grows within the Medicare program. That growth rate will, in turn, depend on market trends, demographic factors and how policymakers act—or decline to act—to encourage the use of ASCs within the Medicare program.

To estimate the savings Medicare would realize from having more procedures performed in ASCs from 2013 to 2022, Professor Fulton and Dr. Kim applied the methodology above to six scenarios. These six scenarios, which incorporate different assumptions about both the growth of ASC share and the overall growth of Medicare procedure rates, provide a range of possible savings offered by ASCs in the next decade.

The analysts divided the scenarios into two subsets. For subset A, they assumed that the number of procedures per 1,000 Medicare beneficiaries would remain constant at the 2010 rate. For subset B, they assumed that the 2011 rate would increase by 3 percent annually for each procedure.⁵ Within each subset, the analysts examined three scenarios:

1. The ASC share of each procedure in 2011 will remain constant between 2013 and 2022. *This is a baseline assumption that assumes ASC share does not grow at all in the coming decade.*
2. The ASC share of each procedure will increase by 2 percent per year from 2013 through 2022, equivalent to the average increase across procedures from 2008 through 2011.⁶ The analysts capped the share for any given procedure at 90 percent to avoid implausible assumptions.

3. The ASC share growth for each procedure will vary depending on that procedure's historical share growth rate. The analysts assumed three growth rates and, again, capped the share for any single procedure at 90 percent.

- The "low" group included procedures that had negative or no growth in the share of procedures performed at ASCs during 2008–2011. The analysts assumed that the ASC share of these procedures will increase 1 percent annually from 2013–2022. This group included approximately 30 percent of the procedures.
- The "middle" group included procedures that had up to 5 percent growth in share of procedures performed at ASCs during 2008–2011. It was assumed that the ASC share of these procedures will increase 5 percent annually from 2013–2022. This group included approximately 43 percent of the procedures.
- The "high" group included procedures that had greater than 5 percent growth in share of procedures performed at ASCs during 2008–2011. This group had a median ASC share growth rate of about 11 percent annually during 2008–2011. The analysts projected that the ASC share of these procedures will increase 10 percent annually from 2013–2022. This group included approximately 27 percent of the procedures.

The estimated savings are tabulated in the following table. The savings analysis and predictions for each individual procedure are tabulated in the appendix.

⁵ The number of procedures per 1,000 Medicare beneficiaries significantly increased between 2010 and 2011 (see table on page 9). For the lower-savings estimates (subset A), the lower 2010 rate was used as a baseline. For the higher-savings estimates (subset B), the 2011 rate was used as the baseline.

⁶ The 2% annual average increase is based on a simple average across the 120 procedures, meaning the average is not influenced by (or weighted for) high-volume procedures, such as cataracts.

Projected Savings (\$Billion)	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2013-2017	2018-2022	2013-2022
A. Volume of Procedures per 1,000 Medicare Beneficiaries Remains Constant and:													
A1. ASC share remains constant	\$2.3	\$2.5	\$2.8	\$3.0	\$3.2	\$3.3	\$3.5	\$3.7	\$4.0	\$4.2	\$13.7	\$18.7	\$32.5
A2. ASC share increases at 2% annually	\$2.4	\$2.7	\$3.0	\$3.3	\$3.6	\$3.8	\$4.1	\$4.4	\$4.8	\$5.2	\$14.9	\$22.5	\$37.3
A3. ASC share increases either 1%, 5% or 10% annually (depending on the procedure)	\$2.5	\$2.8	\$3.1	\$3.5	\$3.8	\$4.2	\$4.6	\$5.0	\$5.5	\$6.0	\$15.7	\$25.3	\$41.0
B. Volume of Procedures per 1,000 Medicare Beneficiaries Increases by 3% Annually and:													
B1. ASC share remains constant	\$2.8	\$3.1	\$3.5	\$3.9	\$4.3	\$4.7	\$5.1	\$5.5	\$6.0	\$6.6	\$17.6	\$27.9	\$45.5
B2. ASC share increases at 2% annually	\$2.9	\$3.3	\$3.8	\$4.3	\$4.8	\$5.4	\$5.9	\$6.6	\$7.4	\$8.2	\$19.1	\$33.4	\$52.6
B3. ASC share increases either 1%, 5% or 10% annually (depending on the procedure)	\$3.0	\$3.5	\$4.0	\$4.6	\$5.2	\$5.8	\$6.6	\$7.4	\$8.3	\$9.4	\$20.2	\$37.5	\$57.6

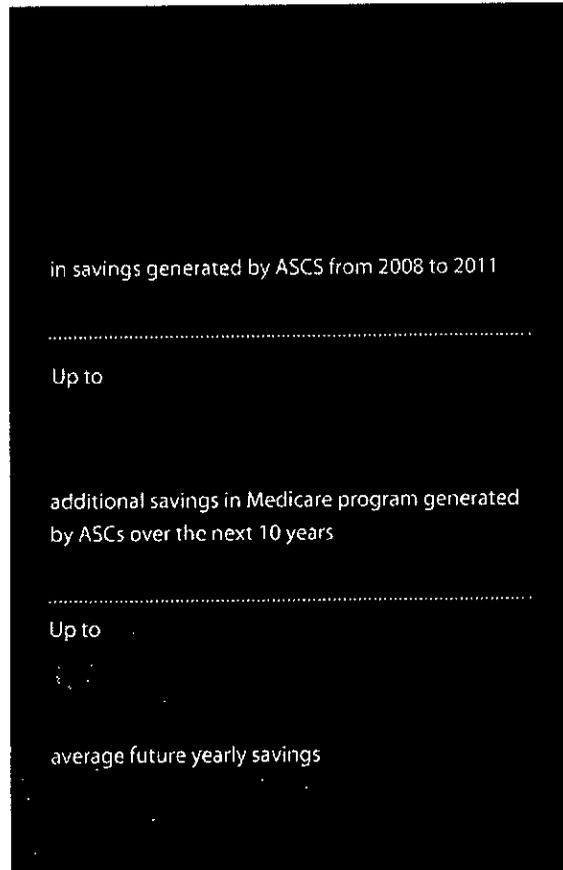
Note: Savings are reported in nominal dollars. In all scenarios, the Berkeley analysts inflated the reimbursement amounts over time using a forecasted Consumer Price Index for All Urban Consumers, which averaged 2.4% from 2013–2022.

Conclusions

ASCs saved the Medicare program and its beneficiaries \$7.5 billion over the four-year period from 2008 to 2011. Even under the most conservative assumptions, the future savings generated by ASCs are substantial.

- Under the baseline scenario, which assumes that neither ASC share nor Medicare procedure volume will grow over the next decade, ASCs will save the Medicare program an additional \$32.5 billion during that time.
- As the share of procedures performed in ASCs grows within the Medicare program, so do the savings. If ASC share within the Medicare system increases even slightly, as in scenarios B2 and B3, the savings could exceed \$57.6 billion over 10 years—an average savings of \$5.76 billion each year.
- Medicare beneficiaries also save money by choosing ASCs, since a lower Medicare reimbursement rate means that patients, in turn, pay a smaller coinsurance. While the forward-looking portion of this study does not examine coinsurance rates for each procedure, it is clear that the savings realized by the Medicare program imply additional savings for beneficiaries. Using the example of cataract surgeries: a Medicare beneficiary will pay coinsurance of \$338.20 for such a surgery to be performed in an HOPD, but only \$190.20 for that same surgery in an ASC—a \$148 savings that goes directly to the patient.

Further, the above estimates are quite conservative. Even the most "optimistic" scenario assumes that ASC share growth per procedure grows only modestly more quickly than historical averages, and that Medicare volume grows at a modest, and historically consistent, rate. If policy decisions or other factors cause either growth rate to accelerate further, the savings generated by ASCs within the Medicare system would certainly exceed the \$57.6 billion estimated here.



A final note: although this study examined only data from the Medicare program, ASCs typically also charge private payers, including those in the Medicare Advantage program, less than their HOPD counterparts. Thus, similar cost savings also exist in the commercial health insurance market and in the Medicare Advantage program. We believe it is important to quantify these private-side savings as well and encourage others to examine this subject in future studies.

IV. POLICY IMPLICATIONS AND CONSIDERATIONS

An aging population, along with inflation in health care costs, means that the federal government's expenditures through the Medicare program are projected to increase substantially in the coming years. Consequently, policymakers in Washington, DC, are exploring potential ways to reduce projected Medicare outlays and extend the program's solvency. We believe that this study offers an important contribution to that discussion. Two specific policy concerns stand out.

AVOIDING ASC TO HOPD CONVERSIONS

Our first and most important observation is that, while the future savings offered by ASCs are easily attainable, they are not inevitable. Because they provide identical services to HOPDs but do so at an average of 58 percent of the reimbursement rate that the Medicare program pays HOPDs for those services, ASCs represent a source of value to the program and the taxpayers who fund it. A discrepancy in the way Medicare reimbursement rates are updated, however, threatens to marginalize ASCs' role within the program.

CMS currently applies different measures of inflation to determine the adjustments it provides to its payment systems for ASCs and HOPDs each year. For ASCs, that measure is the CPI-U, which is tied to consumer prices. The index for HOPD reimbursements, on the other hand, remains tied to the hospital market basket, which measures inflation in actual medical costs. Since consumer prices have inflated more slowly than medical costs, the gap in ASC and HOPD reimbursement rates has widened over time. As the reimbursement rate for ASCs continues to fall relative to their HOPD counterparts, ASC owners and physicians will face increasing pressure to leave the Medicare system and allow their facilities to be acquired by nearby hospitals.

When an ASC is acquired by a hospital, in what is known as "an ASC to HOPD conversion," the Medicare reimbursement rate jumps roughly 75 percent and all savings to the Medicare program and its beneficiaries are promptly lost. The

continuing reduction in reimbursement led more than 60 ASCs to terminate their participation in Medicare over the last three years. If policymakers allow this gap in reimbursements to continue widening, the cost-saving advantage that ASCs offer could morph into a perverse market incentive that drives ASCs from the Medicare program.

Some in Congress have introduced legislation, which is titled the "Ambulatory Surgical Center Quality and Access Act," that aims to fix this problem. This bill would correct the imbalance in reimbursement indices and ensure that ASC reimbursements do not continue to fall relative to their HOPD counterparts. Additionally, it would establish an ASC value-based purchasing (VBP) program designed to foster collaboration between ASCs and the government and create additional savings for the Medicare system in the process.

ASCs AS PART OF BROADER COST-SAVINGS EFFORTS

Many of the policy options aimed at reducing Medicare costs that are being considered in Congress today involve important "trade-offs," where reduced outlays come at the expense of retirees' benefits. Often-discussed options such as raising the Medicare retirement age or increasing cost-sharing, for example, generate savings as a direct result of reducing the amount of benefits delivered by the Medicare program. The savings offered by ASCs, however, do not involve such trade-offs; they make it possible for the Medicare program, and its beneficiaries, to realize significant savings without any corresponding reduction in benefits.

There are more than 5,300 Medicare-certified ASCs throughout the country, all of which represent an important source of efficiency for the Medicare program and the taxpayers who fund it. We recommend that policymakers explore all potential options for encouraging further growth of ASC share within the Medicare system.

APPENDIX: METHODOLOGY AND CHART OF INDIVIDUAL PROCEDURE SAVINGS

The following table shows detailed statistics for the 120 procedures. In the table, the procedures are first sorted by the annual ASC share increase assumptions in Scenarios A3 and B3, which were 1, 5, and 10 percent annually (see Column "% ASC Share Growth Assumptions for A3 and B3"). Within the 1, 5, and 10 percent buckets, the procedures are then sorted based on the savings they generated in 2011 (see Column "Savings 2011").

The table shows the average annual change in the ASC share from 2008 through 2011, the 2011 ASC share of procedures and projected ASC share in 2022 if the share increases by 2 percent annually or in the range of 1 to 10 percent annually. In addition, it shows the 2011 and projected 2022 volume per 1,000 Medicare beneficiaries. Most importantly, those columns are followed by two sets of three columns that show the projected savings estimates in 2022 when the number of procedures per 1,000 Medicare beneficiaries remains constant and when the number of procedures per 1,000 Medicare beneficiaries increases by 3 percent per year. Within each set, the ASC share assumptions are based on the assumptions presented in the table on page 11.

The first row of the table illustrates that cataract surgeries (HCPCS 66984) alone generated a savings of \$829 million in 2011. In 2011, the ASC share of this procedure was 56 percent, and that share either increases to 62 or 69 percent depending on the scenario. Depending on whether the number of cataract surgeries per 1,000 Medicare beneficiaries increases and the share of procedures performed in ASCs, the projected savings for Medicare and its beneficiaries range from \$1.5 billion to \$2.95 billion in 2022.

The last row of the table shows column totals and averages (see page 9). In 2011, there were \$2.3 billion in savings for the 120 procedures, and the projected savings in 2022 range from \$4.2 billion to \$9.4 billion, depending on the scenario.

No.	HCPCS	HCPCS Description	Savings 2011 (\$million)	Average Annual ASC Share Change 2008-2011	Baseline: 2011 ASC Share of Procedures	Projected ASC Share for 2022 (2% increase per year)	Projected ASC Share for 2022 (share increase varies)	2011 Volume of Procedures (# per 1,000 Medicare Beneficiaries)	Projected Volume of Procedures for 2022 (# per 1,000 Medicare Beneficiaries)*	Volume per 1,000 Medicare Beneficiaries Remains Constant			Volume per 1,000 Medicare Beneficiaries Increases By 3% per Year			% ASC Annual Share Growth Assumption for A3 & B1	Reimbursement Difference Between ASCs and HOPDs 2011
										A1. Baseline: Savings for 2022 (ASC share remains constant) (\$million)	A2. Savings for 2022 (ASC share increases 2% per year) (\$million)	A3. Savings for 2022 (ASC share increase varies) (\$million)	B1. Baseline: Savings for 2022 (ASC share remains constant) (\$million)	B2. Savings for 2022 (ASC share increases 2% per year) (\$million)	B3. Savings for 2022 (ASC share increase varies) (\$million)		
1	66984	Cataract surg w/iol 1 stage	\$829	-3.56%	56%	69%	62%	54.9	76.0	\$1,500	\$1,870	\$1,670	\$2,370	\$2,950	\$2,650	1%	\$740
2	66982	Cataract surgery complex	\$63	-0.96%	52%	65%	59%	4.4	6.1	\$116	\$144	\$129	\$180	\$224	\$201	1%	\$740
3	64483	Inj foramen epidural l/s	\$60	-3.02%	35%	44%	39%	20.6	28.5	\$106	\$132	\$119	\$173	\$215	\$193	1%	\$229
4	62311	Inject spine l/s (cd)	\$53	-13.67%	26%	33%	29%	24.1	33.4	\$73	\$91	\$82	\$152	\$188	\$169	1%	\$229
5	66821	After cataract laser surgery	\$43	-2.96%	43%	54%	48%	16.2	22.4	\$86	\$107	\$96	\$124	\$154	\$138	1%	\$169
6	29881	Knee arthroscopy/surgery	\$25	-0.25%	39%	48%	43%	2.0	2.7	\$51	\$64	\$57	\$71	\$89	\$79	1%	\$903
7	28285	Repair of hammer toe	\$22	-0.22%	37%	46%	41%	2.4	3.3	\$38	\$47	\$43	\$64	\$79	\$71	1%	\$681
8	43235	Uppr gi endoscopy diagnosis	\$21	-0.18%	34%	43%	38%	6.1	8.5	\$38	\$47	\$42	\$59	\$73	\$66	1%	\$268
9	64622	Destr paravertebr nerve l/s	\$18	-4.98%	35%	44%	40%	3.6	5.0	\$28	\$34	\$31	\$52	\$64	\$58	1%	\$386
10	52000	Cystoscopy	\$16	-0.03%	8%	10%	9%	24.4	33.8	\$33	\$41	\$37	\$47	\$58	\$52	1%	\$224
11	62310	Inject spine c/t	\$14	-13.54%	30%	37%	33%	5.5	7.6	\$18	\$23	\$20	\$39	\$49	\$44	1%	\$229
12	29848	Wrist endoscopy/surgery	\$11	-0.10%	51%	63%	57%	0.7	0.9	\$20	\$25	\$23	\$32	\$40	\$36	1%	\$903
13	29823	Shoulder arthroscopy/surgery	\$10	-2.73%	28%	35%	31%	0.7	0.9	\$14	\$17	\$16	\$29	\$36	\$32	1%	\$1,460
14	63650	Implant neuroelectrodes	\$9	-20.87%	24%	29%	26%	1.2	1.7	\$18	\$12	\$11	\$26	\$32	\$29	1%	\$846
15	20680	Removal of support implant	\$7	-1.14%	26%	32%	29%	1.1	1.5	\$14	\$17	\$15	\$21	\$27	\$24	1%	\$720
16	28296	Correction of bunion	\$7	-0.91%	41%	50%	45%	0.5	0.7	\$15	\$18	\$17	\$20	\$25	\$23	1%	\$1,002
17	52005	Cystoscopy & ureter catheter	\$7	-0.11%	25%	31%	28%	0.9	1.3	\$12	\$15	\$13	\$19	\$24	\$22	1%	\$794
18	45381	Colonoscopy submucous inj	\$7	-4.10%	43%	54%	48%	1.5	2.0	\$7	\$9	\$8	\$19	\$23	\$21	1%	\$281
19	36561	Insert tunneled cv cath	\$6	-1.43%	7%	8%	7%	2.6	3.7	\$12	\$15	\$13	\$17	\$21	\$19	1%	\$927
20	29875	Knee arthroscopy/surgery	\$5	-1.21%	46%	57%	51%	0.3	0.4	\$8	\$10	\$9	\$14	\$17	\$15	1%	\$903
21	30520	Repair of nasal septum	\$5	-0.30%	30%	37%	34%	0.6	0.8	\$8	\$9	\$8	\$14	\$17	\$15	1%	\$773
22	52281	Cystoscopy and treatment	\$5	-0.75%	9%	11%	10%	2.7	3.7	\$11	\$13	\$12	\$14	\$17	\$15	1%	\$530
23	58558	Hysteroscopy biopsy	\$4	-2.25%	13%	17%	15%	1.1	1.5	\$7	\$9	\$8	\$10	\$13	\$12	1%	\$696
24	65426	Removal of eye lesion	\$3	-0.03%	59%	73%	66%	0.2	0.2	\$5	\$6	\$6	\$8	\$10	\$9	1%	\$736
25	64626	Destr paravertebr nerve c/t	\$3	-7.96%	38%	48%	43%	0.8	1.2	\$4	\$5	\$5	\$8	\$10	\$9	1%	\$229
26	14041	Skin tissue rearrangement	\$3	-2.49%	13%	16%	15%	1.0	1.4	\$5	\$6	\$6	\$7	\$9	\$8	1%	\$519
27	43251	Operative upper GI endoscopy	\$2	-0.85%	35%	44%	39%	0.6	0.9	\$4	\$5	\$4	\$6	\$8	\$7	1%	\$268
28	64627	Destr paravertebr n add-on	\$2	-0.43%	39%	48%	43%	1.9	2.6	\$3	\$3	\$3	\$6	\$8	\$7	1%	\$80
29	44361	Small bowel endoscopy/biopsy	\$2	-1.36%	53%	66%	60%	0.3	0.5	\$4	\$5	\$4	\$6	\$7	\$6	1%	\$307
30	62264	Epidural lysis on single day	\$2	-17.63%	29%	36%	32%	0.4	0.5	\$2	\$2	\$2	\$5	\$6	\$5	1%	\$386

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										A1. Baseline: Savings for 2022 (ASC share remains constant) (\$million)	A2. Savings for 2022 (ASC share increases 2% per year) (\$million)	A3. Savings for 2022 (ASC share increase varies) (\$million)	B1. Baseline: Savings for 2022 (ASC share remains constant) (\$million)	B2. Savings for 2022 (ASC share increases 2% per year) (\$million)	B3. Savings for 2022 (ASC share increase varies) (\$million)		
31	13132	Repair of wound or lesion	\$2	-4.69%	6%	7%	6%	5.3	7.4	\$2	\$3	\$3	\$5	\$6	\$5	1%	\$140
32	62319	Inject spine w/cath I/s (cd)	\$2	-18.47%	30%	38%	34%	0.4	0.5	\$2	\$2	\$2	\$4	\$6	\$5	1%	\$386
33	64528	N block lumbar/thoracic	\$1	-13.74%	23%	29%	26%	0.6	0.8	\$1	\$2	\$2	\$3	\$4	\$4	1%	\$229
34	64450	N block other peripheral	\$1	-1.62%	1%	2%	1%	10.2	14.1	\$1	\$1	\$1	\$3	\$4	\$3	1%	\$226
35	11042	Oeb sub tissue 20 sq cm/<	\$1	-14.48%	1%	1%	1%	28.9	40.0	\$1	\$2	\$2	\$2	\$3	\$2	1%	\$82
36	20552	Inj trigger point 1/2 muscl	\$1	-7.74%	1%	2%	1%	8.3	11.5	\$1	\$1	\$1	\$2	\$2	\$2	1%	\$163
37	43239	Upper gi endoscopy biopsy	\$143	0.58%	45%	55%	76%	32.8	45.5	\$243	\$303	\$416	\$409	\$509	\$700	5%	\$268
38	45380	Colonoscopy and biopsy	\$107	1.11%	48%	59%	82%	21.8	30.2	\$197	\$245	\$336	\$306	\$380	\$523	5%	\$281
39	45385	Lesion removal colonoscopy	\$82	2.10%	46%	58%	79%	17.2	23.9	\$162	\$202	\$278	\$236	\$293	\$403	5%	\$281
40	45378	Diagnostic colonoscopy	\$66	0.27%	40%	49%	68%	16.2	22.4	\$157	\$195	\$268	\$190	\$236	\$324	5%	\$281
41	29826	Shoulder arthroscopy/surgery	\$38	1.27%	33%	48%	56%	2.2	3.1	\$53	\$66	\$91	\$110	\$137	\$188	5%	\$1,460
42	60105	Colorectal scrn; hi risk ind	\$30	2.48%	52%	64%	88%	6.3	8.7	\$54	\$68	\$93	\$85	\$185	\$145	5%	\$249
43	64721	Carpal tunnel surgery	\$25	1.01%	40%	50%	68%	3.0	4.2	\$50	\$62	\$85	\$72	\$90	\$124	5%	\$577
44	64623	Destr paravertebral n add-on	\$24	4.03%	36%	44%	61%	8.1	11.2	\$31	\$39	\$53	\$69	\$86	\$118	5%	\$229
45	60121	Colon ca scrn not hi risk ind	\$24	2.22%	45%	56%	77%	5.8	8.0	\$42	\$52	\$72	\$68	\$84	\$115	5%	\$249
46	29827	Arthroscop rotator cuff repr	\$23	3.71%	32%	39%	54%	1.4	1.9	\$44	\$55	\$75	\$66	\$82	\$112	5%	\$1,460
47	29880	Knee arthroscopy/surgery	\$21	1.64%	41%	51%	71%	1.5	2.1	\$44	\$55	\$76	\$59	\$73	\$100	5%	\$903
48	45384	Lesion remove colonoscopy	\$19	0.93%	42%	52%	71%	4.5	6.3	\$40	\$49	\$68	\$56	\$69	\$95	5%	\$281
49	67904	Repair eyelid defect	\$17	3.55%	63%	79%	90%	1.2	1.7	\$32	\$40	\$46	\$48	\$60	\$69	5%	\$603
50	64484	Inj foramen epidural add-on	\$16	3.71%	34%	42%	58%	11.2	15.6	\$23	\$29	\$40	\$46	\$58	\$79	5%	\$117
51	26055	Incise finger tendon sheath	\$16	1.20%	44%	55%	76%	1.9	2.7	\$28	\$35	\$49	\$46	\$58	\$79	5%	\$517
52	43248	Uppr gi endoscopy/guide wire	\$14	0.86%	53%	67%	90%	2.6	3.6	\$25	\$31	\$42	\$39	\$49	\$66	5%	\$268
53	29824	Shoulder arthroscopy/surgery	\$11	0.45%	33%	42%	57%	1.0	1.4	\$15	\$19	\$26	\$32	\$40	\$55	5%	\$903
54	49505	Prp I/chem infit reduc >5 yr	\$11	2.77%	15%	19%	26%	1.9	2.7	\$23	\$28	\$39	\$30	\$38	\$52	5%	\$997
55	67917	Repair eyelid defect	\$10	3.72%	60%	74%	90%	0.8	1.0	\$18	\$23	\$27	\$28	\$35	\$43	5%	\$603
56	23412	Repair rotator cuff chronic	\$10	3.46%	33%	41%	56%	0.6	0.8	\$20	\$25	\$34	\$27	\$34	\$47	5%	\$1,426
57	14068	Skin tissue rearrangement	\$9	0.50%	18%	22%	30%	2.6	3.6	\$18	\$22	\$30	\$25	\$31	\$43	5%	\$519
58	55700	Biopsy of prostate	\$8	2.92%	12%	14%	20%	5.1	7.0	\$17	\$21	\$29	\$24	\$30	\$42	5%	\$393
59	66180	Implant eye shunt	\$8	3.44%	52%	65%	89%	0.3	0.4	\$16	\$20	\$27	\$22	\$27	\$38	5%	\$1,303
60	43450	Dilate esophagus	\$8	1.82%	54%	67%	90%	1.9	2.7	\$8	\$11	\$14	\$22	\$27	\$36	5%	\$198

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										A1. Baseline: Savings for 2022 (ASC share remains constant) (\$million)	A2. Savings for 2022 (ASC share increases 2% per year) (\$million)	A3. Savings for 2022 (ASC share increase varies) (\$million)	B1. Baseline: Savings for 2022 (ASC share remains constant) (\$million)	B2. Savings for 2022 (ASC share increases 2% per year) (\$million)	B3. Savings for 2022 (ASC share increase varies) (\$million)		
61	25447	Repair wrist joint(s)	\$7	1.12%	47%	58%	80%	0.4	0.5	\$14	\$17	\$23	\$21	\$26	\$36	5%	\$1,184
62	43240	Esoph endoscopy dilation	\$7	1.08%	30%	38%	52%	2.2	3.1	\$12	\$15	\$20	\$19	\$24	\$33	5%	\$268
63	66170	Glaucoma surgery	\$6	4.40%	61%	76%	90%	0.4	0.5	\$13	\$16	\$19	\$18	\$23	\$27	5%	\$736
64	29822	Shoulder arthroscopy/surgery	\$6	2.28%	36%	45%	61%	0.5	0.7	\$10	\$13	\$17	\$18	\$23	\$31	5%	\$903
65	14040	Skin tissue rearrangement	\$6	1.83%	16%	20%	27%	2.1	2.9	\$13	\$16	\$22	\$18	\$23	\$31	5%	\$519
66	28270	Release of foot contracture	\$5	3.02%	28%	35%	48%	0.8	1.1	\$9	\$12	\$16	\$15	\$19	\$26	5%	\$681
67	15260	Skin full graft een & lips	\$5	4.70%	18%	22%	31%	1.5	2.0	\$10	\$12	\$17	\$14	\$18	\$25	5%	\$519
68	45383	Lesion removal colonoscopy	\$5	1.36%	36%	45%	62%	1.3	1.8	\$10	\$13	\$18	\$14	\$17	\$24	5%	\$281
69	66711	Ciliary endoscopic ablation	\$5	1.78%	79%	90%	90%	0.3	0.4	\$7	\$8	\$8	\$14	\$16	\$16	5%	\$539
70	67924	Repair eyelid defect	\$5	3.72%	61%	76%	90%	0.3	0.5	\$9	\$11	\$13	\$13	\$17	\$20	5%	\$603
71	52353	Cystouretero w/lithotripsy	\$4	4.90%	13%	16%	21%	0.8	1.2	\$8	\$10	\$14	\$12	\$15	\$21	5%	\$1,126
72	67028	Injection eye drug	\$4	3.19%	1%	1%	2%	54.4	75.4	\$6	\$8	\$11	\$11	\$14	\$19	5%	\$169
73	52234	Cystoscopy and treatment	\$4	1.27%	19%	24%	33%	0.7	0.9	\$7	\$9	\$13	\$11	\$13	\$18	5%	\$794
74	64718	Revise ulnar nerve at elbow	\$4	3.70%	36%	45%	62%	0.5	0.7	\$6	\$8	\$11	\$11	\$13	\$18	5%	\$577
75	28308	Incision of metatarsal	\$3	1.92%	38%	48%	65%	0.4	0.5	\$5	\$7	\$9	\$10	\$12	\$17	5%	\$681
76	26123	Release palm contracture	\$3	1.37%	47%	58%	80%	8.2	0.3	\$8	\$10	\$13	\$10	\$12	\$17	5%	\$897
77	26160	Remove tendon sheath lesion	\$3	0.77%	44%	55%	75%	0.4	0.6	\$6	\$8	\$11	\$10	\$12	\$17	5%	\$517
78	67950	Revision of eyelid	\$3	2.29%	64%	80%	90%	0.2	0.3	\$5	\$7	\$7	\$9	\$12	\$13	5%	\$603
79	52224	Cystoscopy and treatment	\$3	4.95%	8%	11%	14%	1.3	1.9	\$7	\$9	\$12	\$9	\$12	\$16	5%	\$794
80	52310	Cystoscopy and treatment	\$3	0.06%	9%	11%	16%	1.8	2.5	\$6	\$8	\$10	\$9	\$11	\$15	5%	\$530
81	67961	Revision of eyelid	\$3	1.27%	55%	69%	90%	0.2	0.3	\$5	\$6	\$9	\$9	\$11	\$14	5%	\$603
82	52235	Cystoscopy and treatment	\$3	2.23%	14%	18%	24%	0.7	1.0	\$6	\$7	\$10	\$9	\$11	\$15	5%	\$794
83	66986	Exchange lens prosthesis	\$3	0.17%	63%	78%	90%	0.2	0.2	\$5	\$6	\$7	\$8	\$10	\$12	5%	\$740
84	64479	Inj foramen epidural c/t	\$3	0.16%	31%	38%	53%	1.1	1.5	\$5	\$6	\$9	\$8	\$10	\$14	5%	\$229
85	66250	Follow-up surgery of eye	\$2	1.83%	37%	46%	64%	0.3	0.4	\$4	\$5	\$7	\$6	\$7	\$10	5%	\$539
86	14061	Skin tissue rearrangement	\$2	1.01%	16%	19%	27%	0.7	0.9	\$4	\$5	\$7	\$6	\$7	\$10	5%	\$519
87	17311	Mohs 1 stage h/n/hf/g	\$1	3.76%	1%	2%	2%	14.8	20.5	\$2	\$2	\$3	\$3	\$4	\$5	5%	\$162
88	13121	Repair of wound or lesion	\$1	0.48%	6%	7%	10%	2.8	3.8	\$1	\$1	\$1	\$2	\$2	\$3	5%	\$95
89	15823	Revision of upper eyelid	\$41	6.61%	68%	85%	90%	2.4	3.4	\$84	\$105	\$111	\$117	\$146	\$155	10%	\$671
90	50590	Fragmenting of kidney stone	\$13	10.88%	18%	23%	52%	1.5	2.1	\$25	\$31	\$72	\$36	\$45	\$103	10%	\$1,265

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91	67842	Vit for macular hole	\$13	7.78%	42%	53%	90%	8.7	0.9	\$26	\$32	\$55	\$36	\$45	\$77	10%	\$1,234
92	52332	Cystoscopy and treatment	\$10	5.10%	13%	16%	36%	2.6	3.6	\$15	\$18	\$42	\$27	\$34	\$78	10%	\$794
93	67041	Vit for macular pucker	\$9	7.36%	40%	50%	90%	0.5	0.6	\$19	\$24	\$42	\$24	\$30	\$54	10%	\$1,234
94	65855	Laser surgery of eye	\$8	10.98%	22%	28%	63%	4.0	5.6	\$18	\$23	\$52	\$24	\$30	\$68	10%	\$257
95	67900	Repair brow defect	\$8	7.23%	68%	85%	90%	0.4	0.6	\$14	\$18	\$19	\$24	\$30	\$32	10%	\$881
96	31255	Removal of ethmoid sinus	\$8	11.19%	39%	49%	90%	0.6	0.8	\$17	\$21	\$38	\$22	\$28	\$51	10%	\$933
97	67036	Removal of inner eye fluid	\$6	10.53%	38%	47%	90%	0.4	0.5	\$13	\$16	\$31	\$18	\$23	\$43	10%	\$1,234
98	31267	Endoscopy maxillary sinus	\$6	11.09%	37%	46%	90%	0.5	0.7	\$11	\$14	\$26	\$18	\$22	\$44	10%	\$933
99	30140	Resect inferior turbinate	\$6	16.88%	39%	48%	90%	8.5	0.7	\$12	\$15	\$28	\$16	\$20	\$37	10%	\$773
100	67108	Repair detached retina	\$6	11.99%	34%	43%	90%	0.4	0.5	\$11	\$14	\$29	\$16	\$20	\$42	10%	\$1,234
101	47562	Laparoscopic cholecystectomy	\$5	11.18%	6%	7%	16%	1.8	2.5	\$11	\$14	\$32	\$16	\$19	\$44	10%	\$1,442
102	66761	Revision of iris	\$5	5.24%	27%	34%	78%	2.2	3.1	\$11	\$13	\$31	\$15	\$19	\$43	10%	\$237
103	67040	Laser treatment of retina	\$5	8.70%	33%	41%	90%	8.3	0.4	\$10	\$12	\$27	\$13	\$17	\$36	10%	\$1,234
104	52204	Cystoscopy w/biopsy(s)	\$5	7.61%	19%	24%	55%	0.8	1.1	\$9	\$11	\$25	\$13	\$16	\$37	10%	\$794
105	20610	Drain/Inject Joint/bursa	\$4	18.62%	0.5%	1%	1%	153.1	212.0	\$8	\$10	\$24	\$12	\$14	\$33	10%	\$149
106	31256	Exploration maxillary sinus	\$4	8.96%	37%	46%	90%	0.3	0.4	\$7	\$9	\$18	\$12	\$14	\$28	10%	\$933
107	31276	Sinus endoscopy surgical	\$4	22.38%	33%	41%	90%	0.4	0.5	\$10	\$12	\$27	\$11	\$14	\$31	10%	\$933
108	64640	Injection treatment of nerve	\$4	75.05%	13%	16%	36%	1.8	2.4	\$6	\$8	\$18	\$10	\$13	\$29	10%	\$437
109	67255	Reinforce/graft eye wall	\$3	6.57%	50%	63%	90%	8.3	0.3	\$4	\$6	\$8	\$9	\$12	\$17	10%	\$706
110	69436	Create eardrum opening	\$3	11.68%	40%	50%	90%	0.3	0.5	\$6	\$8	\$14	\$7	\$9	\$17	10%	\$522
111	45330	Diagnostic sigmoidoscopy	\$2	15.64%	17%	21%	40%	1.3	1.7	\$5	\$6	\$14	\$7	\$9	\$20	10%	\$324
112	68815	Probe nasolacrimal duct	\$2	9.08%	51%	64%	90%	0.2	0.3	\$4	\$5	\$6	\$7	\$9	\$12	10%	\$603
113	46221	Ligation of hemorrhoid(s)	\$2	59.92%	11%	14%	33%	1.7	2.4	\$4	\$5	\$11	\$6	\$8	\$18	18%	\$296
114	67840	Remove eyelid lesion	\$2	15.10%	8%	10%	24%	1.4	2.0	\$4	\$4	\$10	\$5	\$6	\$15	10%	\$422
115	45331	Sigmoidoscopy and biopsy	\$1	5.08%	34%	43%	90%	0.7	0.9	\$3	\$3	\$7	\$4	\$5	\$11	10%	\$175
116	67210	Treatment of retinal lesion	\$1	10.61%	7%	9%	21%	2.9	4.0	\$3	\$4	\$9	\$4	\$5	\$11	10%	\$169
117	67228	Treatment of retinal lesion	\$1	11.58%	7%	9%	20%	2.3	3.2	\$2	\$3	\$6	\$3	\$4	\$8	18%	\$169
118	11642	Exc face-mrn malig+marg 1.1-2	\$1	7.98%	3%	4%	10%	3.5	4.9	\$2	\$2	\$4	\$3	\$4	\$8	10%	\$226
119	64480	inj foramen epidural add-on	\$1	17.51%	20%	36%	83%	0.8	1.8	\$2	\$2	\$5	\$3	\$3	\$8	10%	\$117
120	51700	Irrigation of bladder	\$0.5	29.91%	3%	4%	10%	4.0	5.5	\$1	\$1	\$3	\$1	\$2	\$4	10%	\$99
Total or Mean**			\$2,307	3.46%	32%	40%	52%	5.62	7.78	\$4,203	\$5,231	\$6,013	\$6,604	\$8,212	\$9,383	N/A	\$589

NOTES:

*Increases volume per 1,000 Medicare beneficiaries by 3% annually.
 **The reported totals are for savings. The remaining columns are simple means across the 120 procedures, for which the mean is not influenced by (or weighted for) high-volume procedures, such as cataracts. Savings are reported in nominal dollars. N/A: not applicable.

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Medicare Cost Savings Tied to Ambulatory Surgery Centers

ASCA

Ambulatory Surgery Center Association

Produced with cost savings analysis from

Berkeley
UNIVERSITY OF CALIFORNIA

Ambulatory Surgery Centers

A Positive Trend in Health Care



Ambulatory surgery centers (ASCs) are health care facilities that offer patients the convenience of having surgeries and procedures performed safely outside the hospital setting. Since their inception more than four decades ago, ASCs have demonstrated an exceptional ability to improve quality and customer service while simultaneously reducing costs. At a time when most developments in health care services and technology typically come with a higher price tag, ASCs stand out as an exception to the rule.

A TRANSFORMATIVE MODEL FOR SURGICAL SERVICES

As our nation struggles with how to improve a troubled and costly health care system, the experience of ASCs is a great example of a successful transformation in health care delivery.

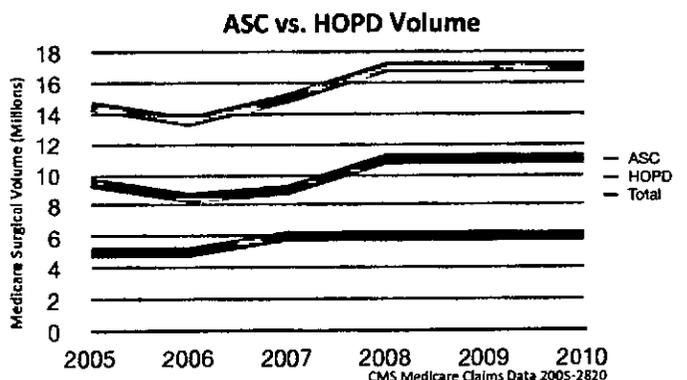
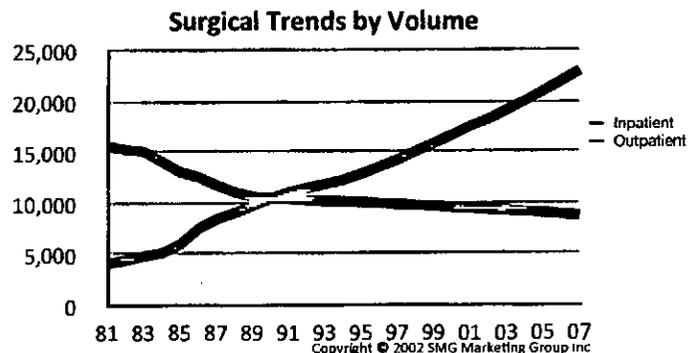
Forty years ago, virtually all surgery was performed in hospitals. Waits of weeks or months for an appointment were not uncommon, and patients typically spent several days in the hospital and several weeks out of work in recovery. In many countries, surgery is still performed this way, but not in the US.

Physicians have taken the lead in the development of ASCs. The first facility was opened in Phoenix, Arizona, in 1970 by two physicians who saw an opportunity to establish a high-quality, cost-effective alternative to inpatient hospital care for surgical services. Faced with frustrations like scheduling delays, limited operating room availability, slow operating room turnover times, and challenges in obtaining new equipment due to hospital budgets and policies, physicians were looking for a better way—and developed it in ASCs.

Today, physicians continue to provide the impetus for the development of new ASCs. By operating in ASCs instead of hospitals, physicians gain increased control over their surgical practices.¹ In the ASC setting, physicians are able to schedule procedures more conveniently, assemble teams of specially trained and highly skilled staff, ensure that the equipment and supplies being used are best suited to their techniques, and design facilities tailored to their specialties and to the specific needs of their patients. Simply stated, physicians are striving for, and have found in ASCs, professional autonomy over their work environment and over the quality of care that has not been available to them in hospitals. These benefits explain why physicians who do not have ownership interest in an ASC (and therefore do not benefit financially from performing procedures in an ASC) choose to work in ASCs in such high numbers.

Given the history of their involvement in making ASCs a reality, it is not surprising that physicians continue to have at least some ownership in virtually all (90%) ASCs. But what is more interesting to note is how many ASCs are jointly owned by local hospitals that now increasingly recognize and embrace the value of the ASC model. According to the most recent data available, hospitals have ownership interest in 21% of all ASCs and 3% are owned entirely by hospitals.²

ASCs also add considerable value to the US economy, with a 2009 total nationwide economic impact of \$90 billion, including more than \$5.8 billion in tax payments. Additionally, ASCs employ the equivalent of approximately 117,700 full-time workers.³



ASCs PROVIDE CARE AT SIGNIFICANT COST SAVINGS

Not only are ASCs focused on ensuring that patients have the best surgical experience possible, they also provide cost-effective care that save the government, third party payors and patients money. On average, the Medicare program and its beneficiaries share in more than \$2.6 billion in savings each year because the program pays significantly less for procedures performed in ASCs when compared to the rates paid to hospitals for the same procedures. Accordingly, patient co-pays are also significantly lower when care is received in an ASC.

If just half of the eligible surgical procedures moved from hospital outpatient departments to ASCs, Medicare would save an additional \$2.4 billion a year or \$24 billion over the next 10 years. Likewise, Medicaid and other insurers benefit from lower prices for services performed in the ASC setting.

Currently, Medicare pays ASCs 58% of the amount paid to hospital outpatient departments for performing the same services. For example, Medicare pays hospitals \$1,670 for performing an outpatient cataract surgery while paying ASCs only \$964 for performing the same surgery.

This huge payment disparity is a fairly recent phenomenon. In 2003, Medicare paid hospitals only 16% more, on average, than it paid ASCs. Today, Medicare pays hospitals 72% more than ASCs for outpatient surgery. There is no health or fiscal policy basis for providing ASCs with drastically lower payments than hospital outpatient departments.

In addition, patients typically pay less coinsurance for procedures performed in the ASC than for comparable procedures in the hospital setting. For example, a Medicare beneficiary could pay as much as \$496 in coinsurance for a cataract extraction procedure performed in a hospital outpatient department, whereas that same beneficiary's copayment in the ASC would be only \$195.

Without the emergence of ASCs as an option for care, health care expenditures would have been tens of billions of dollars higher over the past four decades. Private insurance companies tend to save similarly, which means employers also incur lower health care costs when employees utilize ASC services. For this reason, both employers and insurers have recently been exploring ways to incentivize the movement of patients and procedures to the ASC setting.

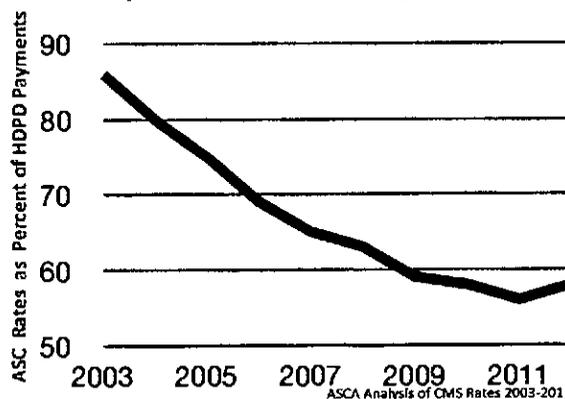
The long-term growth in the number of patients treated in ASCs, and resulting cost savings, is threatened by the widening disparity in reimbursement that ASCs and hospitals receive for the same procedures. In fact, the growing payment differential is creating a market dynamic whereby ASCs are being purchased by hospitals and converted into hospital outpatient departments. Even if an ASC is not physically located next to a hospital, once it is part of a hospital, it can terminate its ASC license and become a unit of the hospital, entitling the hospital to bill for Medicare services provided in the former ASC at the 72% higher hospital outpatient rates.

**Cost Comparison:
ASC v. Hospital Outpatient Department**

	Patient Cost		Medicare Cost	
	ASC Co-pay	HOPD Co-pay	Total Procedure Cost ASC	Total Procedure Cost HOPD
Cataract	\$193	\$490	\$964	\$1,670
Upper GI Endoscopy	\$68	\$139	\$341	\$591
Colonoscopy	\$76	\$186	\$378	\$655

ASCA Analysis of CMS Rates Effective 1 Jan. 2012

The Gap Between ASC and HOPD Payments Has Widened Significantly

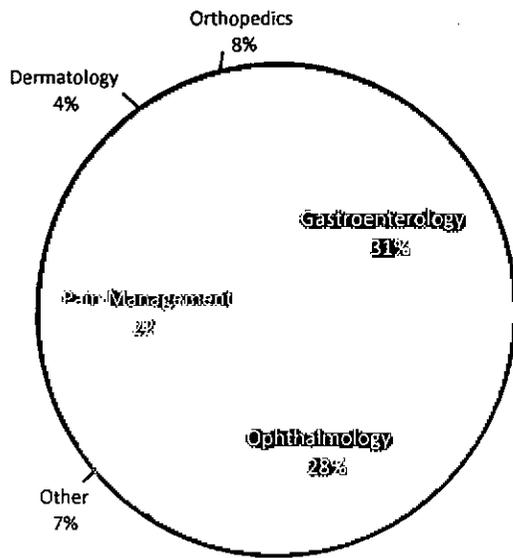


THE ASC INDUSTRY SUPPORTS DISCLOSURE OF PRICING INFORMATION

Typically, ASCs make pricing information available to their patients in advance of surgery. The industry is eager to make price transparency a reality, not only for Medicare beneficiaries, but for all patients. To offer maximum benefit to the consumer, these disclosures should outline the total price of the planned

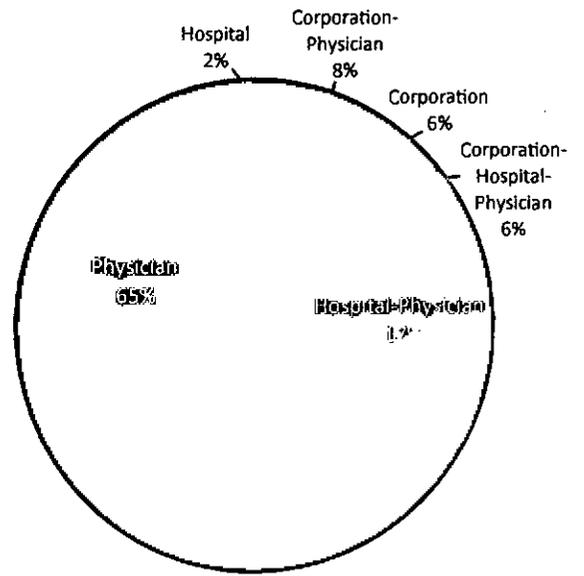
surgical procedure and the specific portion for which the patient would be responsible. This will empower health care consumers as they evaluate and compare costs for the same service amongst various health care providers.

Medicare Case Volume by Specialty



ASCA Analysis of CMS Claims Data 2010

ASC Ownership



ASCA's 2011 ASC Employee Salary & Benefits Survey

ASCs = Efficient Quality Care + Convenience + Patient Satisfaction

The ASC health care delivery model enhances patient care by allowing physicians to:

- Focus exclusively on a small number of processes in a single setting, rather than having to rely on a hospital setting that has large-scale demands for space, resources and the attention of management
- Intensify quality control processes since ASCs are focused on a smaller space and a small number of operating rooms, and
- Allow patients to bring concerns directly to the physician operator who has direct knowledge about each patient's case rather than deal with hospital administrators who almost never have detailed knowledge about individual patients or their experiences

Physician ownership also helps reduce frustrating wait-times for patients and allows for maximum specialization and patient-doctor interaction. Unlike large-scale institutions, ASCs

- Provide responsive, non-bureaucratic environments tailored to each individual patient's needs
- Exercise better control over scheduling, so virtually no procedures are delayed or rescheduled due to the kinds of institutional demands that often occur in hospitals (unforeseen emergency room demands)
- Allow physicians to personally guide innovative strategies for governance, leadership and most importantly, quality initiatives

As a result, patients say they have a 92% satisfaction rate with both the care and service they receive from ASCs.⁴ Safe and high quality service, ease of scheduling, greater personal attention and lower costs are among the main reasons cited for the growing popularity of ASCs.

ASCs ARE HIGHLY REGULATED TO ENSURE QUALITY AND SAFETY

ASCs are highly regulated by federal and state entities. The safety and quality of care offered in ASCs is evaluated by independent observers through three processes: state licensure, Medicare certification and voluntary accreditation.

Forty three states and the District of Columbia, currently require ASCs to be licensed in order to operate. The remaining seven states have some form of regulatory requirements for ASCs such as Medicare certification or accreditation by an independent accrediting organization. Each state determines the specific requirements ASCs must meet for licensure and most require rigorous initial and ongoing inspection and reporting.

All ASCs serving Medicare beneficiaries must be certified by the Medicare program. In order to be certified, an ASC must comply with standards developed by the federal government for the specific purpose of ensuring the safety of the patient and the quality of the facility, physicians, staff, services and management of the ASC. The ASC must demonstrate compliance with these Medicare standards initially and on an ongoing basis.

In addition to state and federal inspections, many ASCs choose to go through voluntary accreditation by an independent accrediting organization. Accrediting organizations for ASCs include The Joint Commission, the Accreditation Association for Ambulatory Health Care (AAAHC), the American Association for the Accreditation of Ambulatory Surgery Facilities (AAAASF) and

ASCs: A COMMITMENT TO QUALITY

Quality care has been a hallmark of the ASC health care delivery model since its earliest days. One example of the ASC community's commitment to quality care is the ASC Quality Collaboration, an independent initiative that was established voluntarily by the ASC community to promote quality and safety in ASCs.

The ASC Quality Collaboration is committed to developing meaningful quality measures for the ASC setting. Six of those measures have already been endorsed by the National Quality Forum (NQF). The NQF is a non-profit organization dedicated to improving the quality of health care in America, and the entity the Medicare program consults when seeking appropriate measurements of quality care. More than 20% of all ASCs are already voluntarily reporting the results of the ASC quality measures that NQF has endorsed.

Since 2006, the ASC industry has urged the CMS to establish a uniform quality reporting system to allow all ASCs to publicly demonstrate their performance on quality measures. Starting on October 1, 2012, a new quality reporting system for ASCs will begin and will encompass five of the measures that ASCs are currently reporting voluntarily.

the American Osteopathic Association (AOA). ASCs must meet specific standards during on-site inspections by these organizations in order to be accredited. All accrediting organizations also require an ASC to engage in external benchmarking, which allows the facility to compare its performance to the performance of other ASCs.

In addition to requiring certification in order to participate in the Medicare program, federal regulations also limit the scope of surgical procedures reimbursed in ASCs. Even though ASCs and hospital outpatient departments are clinically identical, the Center for Medicare & Medicaid Services (CMS) applies different standards to the two settings.

Reporting Measures

Measure	Data Collection Begins
Patient Burn	Oct 1, 2012
Patient Fall	Oct 1, 2012
Wrong Site, Side, Patient, Procedure	Oct 1, 2012
Hospital Admission	Oct 1, 2012
Prophylactic IV Antibiotic Timing	Oct 1, 2012
Safe Surgery Check List Use	Jan 1, 2012
Volume of Certain Procedures	Jan 1, 2012
Influenza Vaccination Coverage for Health Care Workers	Jan 1, 2013

76 Federal Regulation 74492 - 74517

Specific Federal Requirements Governing ASCs

In order to participate in the Medicare program, ASCs are required to meet certain conditions set by the federal government to ensure that the facility is operated in a manner that assures the safety of patients and the quality of services.

ASCs are required to maintain complete, comprehensive and accurate medical records. The content of these records must include a medical history and physical examination relevant to the reason for the surgery and the type of anesthesia planned. In addition, a physician must examine the patient immediately before surgery to evaluate the risk of anesthesia and the procedure to be performed. Prior to discharge each patient must be evaluated by a physician for proper anesthesia recovery.

CMS requires ASCs to take steps to ensure that patients do not acquire infections during their care at these facilities. ASCs must establish a program for identifying and preventing infections, maintaining a sanitary environment and reporting outcomes to appropriate authorities. The program must be one of active surveillance and include specific procedures for prevention, early detection, control and investigation of infectious and communicable diseases in accordance with the recommendations of the Centers for Disease Control and Prevention. Thanks to these ongoing efforts, ASCs have very low infection rates.⁵

A registered nurse trained in the use of emergency equipment and in cardiopulmonary resuscitation must be available whenever a patient is in the ASC. To further protect patient safety, ASCs are also required to have an effective means of transferring patients to a hospital for additional care in the event of an emergency. Written guidelines outlining arrangements for ambulance services and transfer of medical information are mandatory. An ASC must have a written transfer agreement with a local hospital, or all physicians performing surgery in the ASC must have admitting privileges at the designated hospital. Although these safeguards are in place, hospital admissions as a result of complications following ambulatory surgery are rare.⁵

Continuous quality improvement is an important means of ensuring that patients are receiving the best care possible. An ASC, with the active participation of its medical staff, is required to conduct an ongoing, comprehensive assessment of the quality of care provided.

The excellent outcomes associated with ambulatory surgery reflect the commitment that the ASC industry has made to quality and safety. One of the many reasons that ASCs continue to be so successful with patients, physicians and insurers is their keen focus on ensuring the quality of the services provided.

Medicare Health and Safety Requirements

Required Standards	ASCs	HOPDs
Compliance with State licensure law	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Governing body and management	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Surgical services	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Quality assessment and performance improvement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Environment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Medical staff	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Nursing services	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Medical records	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Pharmaceutical services	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Laboratory and radiologic services	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Patient rights	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Infection control	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Patient admission, assessment and discharge	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Source: 42 CFR 416 & 482

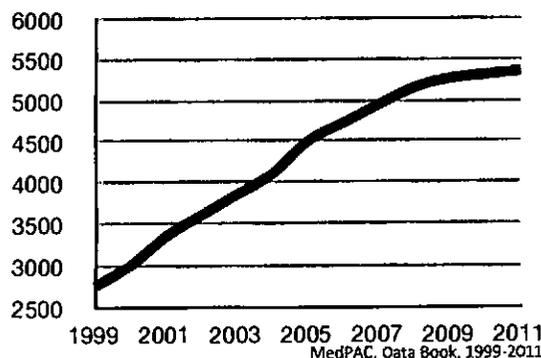
CONTINUED DEMAND FOR ASC FACILITIES

Technological advancement has allowed a growing range of procedures to be performed safely on an outpatient basis (unfortunately, however, Medicare has been slow to recognize these advances and assure that its beneficiaries have access to them). Faster acting and more effective anesthetics and less invasive techniques, such as arthroscopy, have driven this outpatient migration. Procedures that only a few years ago required major incisions, long-acting anesthetics and extended convalescence can now be performed through closed techniques utilizing short-acting anesthetics, and with minimal recovery time. As medical innovation continues to advance, more and more procedures will be able to be performed safely in the outpatient setting.

Over the years, the number of ASCs has grown in response to demand from the key participants in surgical care—patients, physicians and insurers. While this demand has been made possible by technology, it has been driven by patient satisfaction, efficient physician practice, high levels of quality and the cost savings that have benefited all.

However, in a troubling trend, the growth of ASCs has slowed in recent years. If the supply of ASCs does not keep pace with the demand for outpatient surgery that patients require, that care will be provided in the less convenient and more costly hospital outpatient department.¹²

Number of Medicare Certified ASCs



ASCs CONTINUE TO LEAD INNOVATION IN OUTPATIENT SURGICAL CARE

As a leader in the evolution of surgical care that has led to the establishment of affordable and safe outpatient surgery, the ASC industry has shown itself to be ahead of the curve in identifying promising avenues for improving the delivery of health care.

With a solid track record of performance in patient satisfaction, safety, quality and cost management, the ASC industry is already embracing the changes that will allow it to continue to play a leading role in raising the standards of performance in the delivery of outpatient surgical services.

As always, the ASC industry welcomes any opportunity to clarify the services it offers, the regulations and standards governing its operations, and the ways in which it ensures safe, high-quality care for patients.

POLICY CONSIDERATIONS

Given the continued fiscal challenges posed by administering health care programs, policy makers and regulators should continue to focus on fostering innovative methods of health care delivery that offer safe, high-quality care so progressive changes in the nation's health care system can be implemented.

Support should be reserved for those policies that foster competition and promote the utilization of sites of service providing more affordable care, while always maintaining high quality and stringent safety standards. In light of the many benefits ASCs have brought to the nation's health care system, policymakers should develop and implement payment and coverage policies that increase access to, and utilization of, ASCs.

END NOTES

- 1 "Ambulatory Surgery Centers." Encyclopedia of Surgery. Ed. Anthony J. Senagore. Thomson Gale, 2004.
- 2 2004 ASC Salary and Benefits Survey, Federated Ambulatory Surgery Association, 2004.
- 3 Oxford Outcomes ASC Impact Analysis, 2010.
- 4 Press-Ganey Associates, "Outpatient Pulse Report," 2008.
- 5 ASCA Outcomes Monitoring Project, 3rd Quarter 2011.



ATTACHMENT 13

Criterion 1110.230(c) -- Alternatives

Pursuant to 77 Ill. Adm. Code § 1110.230(c), the CON permit applicant, Premier Cardiac Surgery Center, LLC ("Applicant"), considered the following alternatives before committing to the proposed project:

1. Do Nothing.

The first alternative considered by the Applicant was to maintain the status quo and forgo the establishment of a new ASTC in Merrionette Park, Illinois.

Total Project Cost: \$0

Reason(s) for Rejecting Alternative:

The Applicant rejected this alternative because it does not address the health care needs of the geographic service area or patients being served by the Applicant's affiliated physicians. Moreover, doing nothing jeopardizes the Applicant's ability to continue providing critical health care services, including interventional cardiology and electrophysiology services including peripheral vascular work and various implant procedures. Furthermore, if the Applicant's existing physician office-based lab ("OBL") underperforms financially due to cuts in Medicare reimbursement, the Applicant would be forced to discontinue the OBL. The discontinuation of the OBL would reduce access to care for the residents of the geographic service area and increase health care costs because these patients would need to obtain care in a hospital-based setting with reimbursement rates much higher than equivalent care provided in an outpatient ASTC setting.

2. Utilize Existing Providers/Joint Venture.

Another alternative considered by the Applicant was to utilize an existing ASTC instead of establishing a new ASTC, perhaps through a joint venture agreement.

Total Project Cost: Unknown.

Reason(s) for Rejecting Alternative:

Over the past eight years, the Applicant considered possible joint ventures with outside parties and contemplated using an existing ASTC. However, in this case, the Applicant had already developed an OBL in Merrionette Park, Illinois, so it did not make sense to pursue the development of an ASTC at an entirely new project site or look to utilize space at an existing ASTC. The Applicant already had the space, and importantly, the medical equipment necessary for an OBL specializing in interventional cardiology and electrophysiology. Therefore, the Applicant concluded that the best course of action was to establish an ASTC using the space presently occupied by its OBL.

3. Purchase an Existing ASTC at an Alternate Location.

The Applicant also considered purchasing an existing ASTC rather than developing a new center.

Total Project Cost: Unknown.

Reason(s) for Rejecting Alternative:

The Applicant considered purchasing an existing ASTC. However, this alternative was rejected for one key reason—an adequate surgery center was not available for purchase in a preferred location central to the Applicant's geographic service area. Furthermore, it was unlikely that an existing ASTC would have the correct floor plan or necessary medical equipment, so facility upgrades and equipment purchases/leases would have been required. Thus, the Applicant concluded that the cost of purchasing an existing center, along with additional costs to make upgrades to the facility's physical space and acquire appropriate medical equipment, was higher than developing an ASTC at its Merrionette Park site.

4. Utilize Hospital Space.

The Applicant already performs interventional cardiology and electrophysiology procedures at nearby hospitals. The Applicant considered the continued utilization of inpatient hospital space to perform these procedures.

Total Project Cost: Unknown, but more costly than equivalent services provided in an ASTC setting.

Reason(s) for Rejecting Alternative:

The Applicant rejected this alternative because it does nothing to reduce the cost of care and is not consistent with current public policy, which favors moving cases done on an inpatient basis to a less-costly outpatient site, such as an ASTC.

Documentation

As discussed in alternatives narrative provided above, the Applicant considered several alternative options before submitting the present CON permit application. The narrative above compares the various alternatives considered by the Applicant and, pursuant to the State Board's rules, each one considered the costs and other necessary factors relevant to each alternative. In cases where the Applicant was not able to determine the cost of a stated alternative option, "undetermined" is provided next to the project cost for the given alternative.

ATTACHMENT 14

Criterion 1110.234 -- Project Scope: Size of Project

Size of Project				
Department/ Service	Proposed DGSF	State Standard	Difference	Met Standard?
ASTC	2,187 DGSF Per Procedure Room	2,200 DGSF Per Procedure Room	(13)	YES

Conclusion

As noted above, the State Board's guideline regarding total departmental square footage ("DGSF") for a proposed ambulatory surgical treatment center ("ASTC") is 2,200 DGSF per procedure room. The proposal submitted by the applicant, Premier Cardiac Surgery Center, LLC ("Applicant"), totals 2,187 DGSF, which is 13 DGSF below the state standard. Accordingly, the Applicant meets this CON review standard.

Additional Information

The Applicant is proposing the establishment of an ASTC with one (1) procedure room and four (4) recovery stations, an exam room, clean and soiled processing rooms, and support areas including nurse stations and toilets. The Applicant will also develop non-clinical spaces including a reception area, business and administrative office space, public toilets, and mechanical rooms. The ASTC will be established by modernizing existing space, which is already being utilized as a physician office based lab (i.e., an OBL). The upgrade from an OBL to Medicare ambulatory surgical center ("ASC") standards will not require a significant amount of construction, but will include certain essential upgrades to meet federal ASC standards. For example, Medicare requires certified ASCs to comply with National Fire Protection Association Life Safety Code standards, which provides that an ASC must be separated from other facilities or operations within the same building by walls with at least a one-hour separation.

ATTACHMENT 15

Criterion 1110.234 -- Project Services Utilization

Utilization					
	Dept./ Service	Historical Utilization (Patient Days) (Treatments) Etc.	Projected Utilization	State Standard 1,500 HRS x #ORs	Met Standard?
Year 1 (2018-19)	ASTC	200 Cases	300 Hours	1,500 Hours	NO
Year 2 (2019-20)	ASTC	1,000 Cases	1,500 Hours	1,500 Hours	YES

Summary

The State Board has established utilization standards for certain departments, clinical service areas, and facilities. Specifically, an ASTC applicant must document that, by the end of the second year of operation, the annual utilization of the clinical service areas shall meet or exceed the applicable utilization standards. For an ASTC with one procedure room, the Applicant must demonstrate 1,500 of surgical time for the one room. As the chart above illustrates, the Applicant will meet this state standard by the end of the first full year of operation following project completion.

Hours

The average per case time for a cardiology or electrophysiology procedure averages around 90 minutes per case, which includes 15 minutes for setup time, 60 minutes to complete the surgical procedure, and 15 minutes for cleanup time. Thus, the average time per procedure will be 1.5 hours.

The Applicant anticipates an October 31, 2018 project completion date. As a result, the first year of operation is truncated and will likely yield only 200 cases. However, the Applicant fully anticipates reaching 1,000 cases in CY 2019. Accordingly, this application demonstrates sufficient surgical volume to support the proposed procedure room.

ATTACHMENT 16

Unfinished or Shell Space

This attachment is not applicable. The Applicant's project does not include any unfinished or shell space.

ATTACHMENT 17

Assurances

The Applicant's project does not include any unfinished or shell space. As a result, this attachment is not applicable.

ATTACHMENT 25-1

Criterion 1110.1540(a)(5)(A) and (B) -- ASTC Categories of Service

The Applicant acknowledges that it is a new ASTC and is not subject to the transition period set forth in State Board Rule 1110.1540(a)(5). In this CON permit application, the applicant, Premier Cardiac Surgery Center, LLC is proposing the establishment of an ASTC offering one category of services, as follows:

Category of Service	Effective Date
Cardiovascular	Date of Permit Issuance

ATTACHMENT 25-1

Criterion 1110.1540(a)(5) – ASTC Categories of Service

ATTACHMENT 25-2

Criterion 1110.1540(c)(2) – Service to GSA Residents

(a) Geographic Service Area (GSA) Zip Codes and Patient Origin Data

The proposed ASTC will serve the geographic area (“GSA”) consisting of the zip code areas listed below, all of which are within forty-five (45) minutes multi-directional travel time (under normal driving conditions) from the project site in Merrionette Park, Illinois. The chart also provides patient origin information by zip code for the prior twelve-month period.

COOK COUNTY					
Zip Code	Population	Patients	Zip Code	Population	Patients
60007	33,952	1	60439	23,139	85
60008	22,043	0	60443	21,184	29
60016	61,096	1	60445	26,047	150
60018	29,351	2	60449	9,519	35
60053	23,472	0	60452	28,237	67
60076	32,523	2	60453	56,987	84
60077	28,053	0	60455	16,397	36
60091	27,350	0	60456	4,356	5
60104	19,025	8	60457	13,933	26
60126	47,403	0	60458	14,769	27
60130	14,194	7	60459	29,119	46
60131	18,125	1	60461	4,815	13
60153	24,148	11	60462	39,784	153
60154	16,833	20	60463	14,440	97
60155	7,947	2	60464	9,552	49
60160	26,656	5	60465	17,626	41
60162	8,140	0	60466	22,254	16
60163	5,217	0	60467	26,824	197
60164	22,035	2	60469	6,298	14
60165	4,947	1	60471	14,140	10
60171	10,299	0	60472	5,162	46
60176	11,834	0	60473	22,647	31
60202	32,356	1	60475	9,620	8
60203	4,480	0	60476	2,615	3
60301	2,155	3	60477	38,296	178
60302	32,259	33	60478	17,183	11
60304	17,666	19	60480	5,171	7
60305	11,233	16	60484	6,648	0
60402	64,174	270	60487	26,974	99
60406	25,294	201	60501	12,093	28
60409	37,480	28	60513	18,964	39
60411	58,786	23	60521	17,938	3
60415	14,392	31	60523	9,912	7
60418	12,001	18	60525	31,503	26
60419	22,809	37	60526	13,647	15
60422	9,440	18	60527	28,817	12
60423	30,688	197	60534	10,668	46
60425	9,053	7	60546	15,938	50
60426	29,693	38	60558	13,125	1
60428	12,308	12	60601	11,905	2
60429	15,799	10	60602	1,294	1
60430	20,181	23	60603	1,076	1
60438	28,845	20	60604	545	1

COOK COUNTY (CONTINUED)					
Zip Code	Population	Patients	Zip Code	Population	Patients
60605	27,238	3	60638	57,958	271
60606	3,098	0	60639	91,379	8
60607	27,557	0	60640	66,050	2
60608	79,607	15	60641	72,588	3
60609	62,010	14	60642	19,989	2
60610	39,598	2	60643	50,992	206
60611	31,165	1	60644	49,080	13
60612	36,531	3	60645	45,873	1
60613	49,389	3	60646	28,203	1
60614	69,423	3	60647	88,269	0
60615	41,210	2	60649	45,305	6
60616	52,214	7	60651	61,287	17
60617	82,213	46	60652	42,176	26
60618	97,324	1	60653	30,683	4
60619	63,411	16	60654	15,934	0
60620	69,909	49	60655	28,479	86
60621	31,881	5	60656	28,526	2
60622	55,516	1	60657	69,147	3
60623	88,635	47	60659	38,276	1
60624	38,140	9	60660	40,719	0
60625	78,731	1	60661	8,875	0
60626	49,118	2	60699	0	0
60628	67,914	197	60701	0	0
60629	114,982	81	60706	23,452	0
60630	56,653	1	60707	43,005	5
60631	28,255	4	60712	12,666	0
60632	91,310	67	60714	30,056	0
60633	12,754	9	60803	23,133	114
60634	74,093	4	60804	84,361	216
60636	37,278	10	60805	19,934	30
60637	50,326	6	60827	28,677	114
DUPAGE COUNTY					
Zip Code	Population	Patients	Zip Code	Population	Patients
60101	39,918	3	60502	23,749	0
60105	0	0	60514	10,136	0
60106	20,083	1	60516	27,944	0
60108	23,213	0	60517	32,333	0
60117	0	0	60521	17,938	0
60126	47,403	4	60522	0	0
60137	38,103	1	60523	9,912	0
60138	0	0	60527	28,817	0
60139	34,925	3	60532	27,268	0
60143	10,435	2	60540	44,184	0
60148	52,510	7	60555	13,687	0
60157	2,097	0	60559	24,958	0
60181	28,756	4	60561	23,154	0
60189	31,454	0	60563	36,621	0
60191	14,469	2	60565	41,110	0
60399	0	0			

ATTACHMENT 25-2

Criterion 1110.1540(c)(2) – Service to GSA Residents

WILL COUNTY					
Zip Code	Population	Patients	Zip Code	Population	Patients
60401	7,697	0	60442	9,983	0
60403	18,415	0	60446	40,135	0
60404	18,025	0	60448	25,332	0
60417	16,022	0	60449	9,519	0
60421	3,954	0	60451	34,826	0
60423	30,688	0	60468	5,721	0
60432	20,851	0	60484	6,648	0
60433	17,145	0	60490	20,784	0
60434	0	0	60491	22,479	0
60435	49,789	0	60544	25,307	0
60436	18,145	0	60564	41,635	0
60440	53,587	0	60585	23,306	0
60441	35,843	0			

NOTE: The above-referenced census data was obtained from the U.S. Census Bureau, using American Fact Finder, available at <http://factfinder2.census.gov> on the web. The census data is the most recent data available for the State of Illinois by zip code. The data is from the 2015 American Community Survey – Five Year Population Estimates.

(b) Note Regarding Patient Origin Data

Because the Applicant is a new legal entity, the patient origin data comes from the referring physicians' patient origin data, and not from the Applicant's prior data. The number of patients is presented by zip code, *only* showing patient origin data from zip codes in the proposed geographic service area. Accordingly, 100% of the past admissions are patients who resided in the GSA.

ATTACHMENT 25-3

Criterion 1110.1540(d) -- Service Demand: Establishment of ASTC

The physician referral letters supporting the proposed ASTC are attached immediately following this attachment. The letters provide the total number of patients referred to health care facilities within the past twelve (12) months and the projected number of referrals to the proposed ASTC during the first full year of operation. The following chart summarizes this data, and shows that the facilities to which the referring physicians sent patients to during calendar year 2015 are, with one exception, qualifying health care facilities (i.e., hospitals and surgery centers).

Specialty	Physician Name	Hospital/ASTC	# Cases Performed in Past 12 Months	Anticipated # Cases Referred to New ASTC
Cardiology	George Aziz, M.D.	Presence St. Joseph Hospital	54	84
		Silver Cross Hospital	30	
		SUBTOTALS	84	
	Robert Iaffaldano, M.D.	MetroSouth Medical Center	50	100
		Silver Cross Hospital	50	
		SUBTOTALS	100	
	Charles Kinder, M.D.	MacNeal Hospital	328	420
		Bolingbrook Hospital	11	
		MetroSouth Medical Center	17	
		Provena St. Joseph Hospital	29	
		Silver Cross Hospital	35	
		SUBTOTALS	420	
	Ronald Stella, M.D.	MacNeal Hospital	60	100
		MetroSouth Medical Center	40	
		SUBTOTALS	100	
	Sean Tierney, M.D.	MacNeal Hospital	12	296
		Christ Hospital	4	
		LaGrange Memorial Hospital	1	
		Palos Community Hospital	89	
		Silver Cross Hospital	25	
		MetroSouth Medical Center	165	
		SUBTOTALS	296	
	TOTAL			1,000

NOTE: Copies of the physician referral letters immediately follow this page; however, the original physician referral letters (original, signed copies) are attached to this application at Appendix I.

Discussion

The State Board's rules provide that a CON permit applicant may only rely on historical referrals made to hospitals or other surgery centers to demonstrate demand for each category of service being requested. The following chart shows that all of the referrals relied upon by the Applicant in this application are qualified referrals.

Dr. Charles Kinder, M.D.
13011 S. 104th Ave Suite 100
Palos Park, Illinois 60464

October 9, 2017

Ms. Courtney Avery, Administrator
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761

RE: Proposed ASTC in Merrionette Park, Illinois

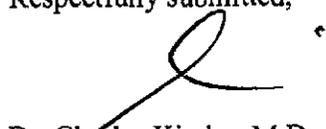
Dear Ms. Avery:

I am an Electrophysiologist. Over the most recent twelve-month period, I performed a total of 420 surgery cases, which 288 were performed at a hospital. Surgical cases falling under this category of service will constitute the majority of my surgical work in the future. During this twelve-month period, I referred my surgical cases to the following hospitals and ASTCs.

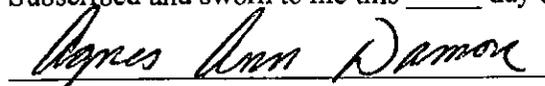
Name of Healthcare Facility	Type of Healthcare Facility	Hospital/Licensed ASTC (Number of Cases) Most Recent 12 Month Period
MacNeal Hospital	Hospital	328
Bolingbrook Hospital	Hospital	11
MetroSouth Hospital	Hospital	17
Provena St. Joseph	Hospital	29
SilverCross Hospital	Hospital	35
TOTAL		420

Based on my historical referrals, I anticipate referring 420 surgical cases each year to the proposed ASTC, which will be located at 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803. I will begin to refer cases once the proposed ASTC becomes operational. I certify: (1) that these patients will reside within the Applicant's proposed geographic service area; (2) that the aforementioned referrals have not been used to support another pending or approved certificate of need permit application; and (3) that the information provided in this letter is true and correct to the best of my knowledge.

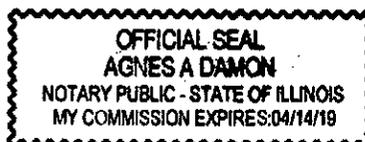
Respectfully submitted,


Dr. Charles Kinder, M.D.

Subscribed and sworn to me this 10th day of October, 2017.


Notary Public

Seal:



Dr. Sean Tierney, M.D.
13011 S. 104th Ave Suite 100
Palos Park, Illinois 60464

October 9, 2017

Ms. Courtney Avery, Administrator
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761

RE: Proposed ASTC in Merrionette Park, Illinois

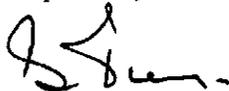
Dear Ms. Avery:

I am an Electrophysiologist. Over the most recent twelve-month period, I performed a total of 296 surgery cases which were performed at a hospital. Surgical cases falling under this category of service will constitute the majority of my surgical work in the future. During this twelve-month period, I referred my surgical cases to the following hospitals and ASTCs.

Name of Healthcare Facility	Type of Healthcare Facility	Hospital/Licensed ASTC (Number of Cases) Most Recent 12 Month Period
MacNeal Hospital	Hospital	12
Christ Hospital	Hospital	4
LaGrange Memorial	Hospital	1
Palos Community Hospital	Hospital	89
SilverCross Hospital	Hospital	25
MetroSouth	Hospital	165
TOTAL		296

Based on my historical referrals, I anticipate referring 296 surgical cases each year to the proposed ASTC, which will be located at 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803. I will begin to refer cases once the proposed ASTC becomes operational. I certify: (1) that these patients will reside within the Applicant's proposed geographic service area; (2) that the aforementioned referrals have not been used to support another pending or approved certificate of need permit application; and (3) that the information provided in this letter is true and correct to the best of my knowledge.

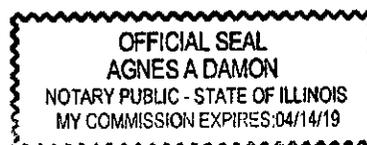
Respectfully submitted,



Dr. Sean Tierney, M.D.

Subscribed and sworn to me this 11th day of October, 2017.

Agnes Ann Damon
Notary Public



Seal:

ATTACHMENT 25-4

Criterion 1110.1540(e) – Service Demand: Expansion of Existing ASTC Service

This section is not applicable to this Project.

ATTACHMENT 25-5

Criterion 1110.1540(f) -- Treatment Room Need Assessment

Number of Procedure Rooms Proposed

The Applicant is proposing the establishment of a single-specialty ambulatory surgical treatment center with one (1) procedure room and four (4) recovery bays.

Summary

The State Board has established utilization standards for certain departments, clinical service areas, and facilities. Specifically, the Applicant must document that, by the end of the second year of operation, the annual utilization of the clinical service areas shall meet or exceed the applicable utilization standards. For ambulatory surgical treatment centers, the Applicant must demonstrate 1,500 of surgical time for each operating room requested.

Utilization					
	Dept./ Service	Historical Utilization (Patient Days) (Treatments) Etc.	Projected Utilization	State Standard 1,500 HRS x #ORs	Met Standard?
Year 1 (2018-19)	ASTC	200 Cases	300 Hours	1,500 Hours	NO
Year 2 (2019-20)	ASTC	1,000 Cases	1,500 Hours	1,500 Hours	YES

As the chart above illustrates, the Applicant will meet this state standard by the end of the first full year of operation following project completion, which is estimated to occur on or before October 31, 2018.

Estimated Time Per Procedure

Per industry norms, the average turnover time per procedure will average around 90 minutes, which includes 15 minutes for setup time, 60 minutes to complete the surgical procedure, and 15 minutes for cleanup time. Thus, the average time per procedure will be a total of 1.5 hours, which is consistent with the national average for surgery centers that specialize in cardiology services.

As indicated in the chart above, the Applicant expects to meet the ASTC utilization standards for one procedure rooms. During CY 2019, the Applicant expects to achieve 1,000 cases, at an average time per case of 1.5 hours. The total hours will reach 1,500 for the one procedure room, which meets the applicable utilization standard of 1,500 hours per procedure room.

ATTACHMENT 25-6

Criterion 1110.1540(g) -- Service Accessibility

Categories of Surgical Services Proposed for the ASTC

1. Cardiovascular

Discussion

Pursuant to State Board review Criterion 1110.1540(g)(3), an Applicant must demonstrate need for a proposed ASTC by demonstrating that existing underutilized services in the proposed geographic service area have restrictive admission policies.

(a) A Limited Number of Existing ASTCs Are Capable of Proposed Service Category

The Applicant's proposed geographic service area ("GSA") is a 45-minute drive time radius around the project site. Within this radius, there are 37 ambulatory surgical treatment centers ("ASTCs"). Only 4 of the 37 ASTCs are approved to provide cardiovascular services. Of those 4, two were recently approved by the State Board but are not operational yet. See the chart below.

ASTCs Providing Cardiovascular Services in the Applicant's GSA							
#	ASTC	Address	City	Zip Code	Minutes	Miles	Open
1	Rush SurgiCenter	1725 W. Harrison St.	Chicago	60612	31	19.5	Yes
2	Chicago Vascular	700 Pasquinelli Dr.	Westmont	60559	33	21.0	No
3	Loyola ASC at Oakbrook	1S224 Summit Ave.	Oakbrook Terrace	60181	35	25.8	Yes
4	Chicago Vascular	7425 James Ave.	Woodridge	60517	41	23.4	No

There are three major problems with the limited number of existing ASTCs approved for cardiology services:

(1) only two of the ASTCs are actually operational;

(2) of the 4 existing ASTCs, only 2 of these ASTCs appear likely to have the capability to handle the Applicant's caseload. The two ASTCs are both Chicago Vascular sites, and both of these centers were recently approved by the State Board in 2017. Moreover, Chicago Vascular demonstrated in its CON permit applications that its proposed number of procedure rooms would be fully utilized by the end of the second year of operation, making both of these ASTCs non-viable options;

(3) even if these 4 ASTCs had the capability to handle the type of cases the Applicant would refer, the ASTCs, while in the GSA, are all over 30-minutes drive time from the Applicant's project site in Merrionette Park, Illinois. Consequently, the Applicant's patients would need to travel far away from their home medical practice to obtain cardiovascular services.

(b) Cases Can Be Performed at Hospitals in the GSA, But at a Much Higher Cost

Cardiovascular services can be performed at hospitals in the GSA. In fact, all of the referring physicians relied on inpatient case history for their referral numbers. However, the referring physicians plan to move their caseload to the proposed ASTC, which will result in lower costs to the health care system as ASTC reimbursement is significantly lower than inpatient hospital reimbursement for the exact same procedure.

ATTACHMENT 25-6

List of ASTCs Within 45 Minute Travel Time of Proposed ASTC - 11560 South Kedzie Avenue, Merrionette Park, Illinois 60803

Ambulatory Surgical Treatment Centers										
#	Name	Address	City	Zip	Min	Miles	# ORs / Procedure Rooms	HFSRB Standard Met?	Currently Provides Cardio ¹	Currently Provides General ²
1	Oak Lawn Endoscopy Center	9921 Southwest Highway	Oak Lawn	60453	15	6.1	2	Yes	NO	NO
2	Palos Surgicenter	7340 College Drive	Palos Heights	60463	15	6.1	5	No	NO	YES
3	NovaMed of Oak Lawn/Ctr. for Rec. Surg.	6309 West 95 th Street	Oak Lawn	60453	17	6.8	4	No	NO	NO
4	Palos Hills Surgery Center	10330 South Roberts Road	Palos Hills	60465	21	7.7	2	Yes	NO	NO
5	Ingalls Same Day Surgery	6701 West 159 th Street	Tinley Park	60477	21	9.2	4	No	NO	YES
6	Magna Surgery Center	7456 South State Road	Bedford Park	60638	23	7.3	3	No	NO	YES
7	United Shockwave/United Urology	120 North La Grange Road	La Grange	60525	23	16.4	1	Yes	NO	NO
8	Hinsdale Surgical Center	10 Salt Creek Lane	Hinsdale	60521	23	19.3	6	No	NO	YES
9	Eye Surgery Center of Hinsdale	950 North York Road	Hinsdale	60521	23	19.5	3	No	NO	NO
10	South Loop Endo. And Wellness Center	2340 West Wabash Avenue	Chicago	60616	24	16.4	1	No	NO	NO
11	Preferred SurgiCenter	10 Orland Square Drive	Orland Park	60462	26	11.5	5	No	NO	NO
12	Southwest ASC/Tinley Woods Surg. Ctr.	18200 South La Grange Road	Tinley Park	60487	26	16.0	5	No	NO	YES
13	Surgicore	10547 South Ewing Avenue	Chicago	60617	28	12.0	1	No	NO	NO
14	Hyde Park Same Day Surgicenter	1644 East 53 rd Street	Chicago	60615	28	14.7	1	Yes	NO	NO
15	Elmhurst Outpatient Surgery Center	1200 South York Street	Elmhurst	60126	28	22.9	8	No	NO	YES
16	Southwest Surgery Center/Ctr. for MIS	19110 Darwin Drive	Mokena	60448	29	17.2	5	No	NO	YES
17	Palos Health Surgery Center ³	SW Corner of 153 rd St. & West Ave.	Orland Park	60462	29	18.4	4	n/a	NO	YES
18	Elmhurst Fook & Ankle Surgery Center	340 West Butterfield Road	Elmhurst	60126	29	23.9	1	Yes	NO	NO
19	Rush Surgicenter	1725 West Harrisona Street	Chicago	60612	31	19.5	4	Yes	YES	YES
20	Chicago Prostate Cancer Surgery Center	815 Pasquinelli Drive	Westmont	60559	31	21.8	2	No	NO	NO
21	Rush Oak Brook Surgery Center ⁴	2011 York Road	Oak Brook	60523	32	21.9	8	n/a	NO	YES
22	Chicago Vascular ASC - Westmont ⁵	700 Pasquinelli Drive	Westmont	60559	33	21.0	3	n/a	YES	YES
23	Children's OP Svcs. at Westchester	2301 Enterprise Drive	Westchester	60154	34	22.4	3	No	NO	YES
24	Westmont Surgery Center/Salt Creek ASC	530 North Cass Avenue	Westmont	60559	34	22.8	4	No	NO	NO
25	Gold Coast Surgicenter	845 North Michigan Avenue	Chicago	60611	35	20.5	4	Yes	NO	NO
26	The Oak Brook Surgical Centre	2425 West 22 nd Street	Oak Brook	60521	35	25.1	6	No	NO	YES
27	Loyola ASC at Oakbrook	1 South 224 Summit Avenue	Oakbrook Terrace	60181	35	25.8	3	No	YES	YES
28	Grand Avenue Surgical Center	17 West Grand Avenue	Chicago	60654	36	20.4	3	No	NO	YES
29	River North Same Day Surgery	One East Erie Street	Chicago	60611	37	20.5	4	Yes	NO	NO
30	DMG Surgical Center	2725 South Technology Drive	Lombard	60148	37	27.3	8	Yes	NO	YES
31	Ambulatory Surgical Center of D. Grove	4333 Main Street	Downers Grove	60515	38	24.7	3	No	NO	NO
32	Midwest Center for Day Surgery	3811 Highland Avenue	Downers Grove	60515	39	28.0	5	No	NO	YES
33	Cadence ASC/NW Medicine Surg. Center	27650 Ferry Road	Warrenville	60555	39	35.5	4	No	NO	NO
34	Chicago Vascular ASC - Woodridge	7425 Janes Avenue	Woodridge	60517	41	23.4	1	n/a	NO	YES
35	Loyola University ASC	2160 South 1 st Avenue	Maywood	60153	42	24.6	8	No	NO	YES
36	Foot and Ankle Surg. Ctr./Regenerative	1455 East Golf Road	Des Plaines	60016	45	37.4	3	No	NO	NO
37	Riverside ASC	300 Riverside Drive	Bourbonnais	60914	45	38.9	2	No	NO	YES

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1 - Only 3 of 37 ASTCs within 45 minutes of the Project Site offer/plan to offer the "cardiology" category of service. Of those 3 ASTCs, two were recently granted a CON permit to establish a vascular access surgery center or line of service. See below.
 2 - Nearly half of the ASTCs listed offer the "general" surgery category of service; however, only 5 ASTCs reported a 2015 caseload over 100 general procedures. The ASTCs with the most general surgery volume are DMG Surgical Center (2,027), Loyola University ASC (799), Elmhurst Outpatient Surgery Center (689), Southwest/Tinley Woods (151), and Rush Surgicenter (118).
 3 - CON Project 16-059. CON permit granted to establish a multi-specialty ASTC with 4 operating rooms. Approved for gastroenterology, general, OBS/Gyn, Ophthalmology, Oral, Orthopedic, Plastic, Pain Mgt., Podiatry, Otolaryngology, and Urology.
 4 - CON Project 16-031. CON permit granted to establish a multi-specialty ASTC with 6 operating rooms and 2 procedure rooms. Vascular surgery was explicitly named in the permit application as a service category, but only 33 cases will be referred.
 5 - CON Project 17-005. CON permit granted on 5/2/2017 to establish a limited specialty ASTC with 3 procedure rooms, specializing in vascular access procedures. Approved for two service categories: cardiology and general surgery.
 6 - CON Project 17-018. CON permit application pending, hearing expected September 2017. Applicant seeking approval for single specialty ASTC with 1 procedure room and "general" surgery category of service.

ATTACHMENT 25-6

List of Hospitals Within 45 Minute Travel Time of Proposed ASTC - 11560 South Kedzie Avenue, Merrionette Park, Illinois 60803

Hospitals								
#	Name	Address	City	Zip	Min	Miles	# ORs	HFSRB Standard Met?
1	Metro South Medical Center	12935 South Gregory Street	Blue Island	60406	7	2.9	15	NO
2	Little Company of Mary Hospital	2800 West 95 th Street	Evergreen Park	60805	9	3.2	16	NO
3	Advocate Christ Hospital and Medical Center	4440 West 95 th Street	Oak Lawn	60453	10	4.2	49	YES
4	Roseland Community Hospital	45 West 111 th Street	Chicago	60628	16	5.0	7	NO
5	Palos Community Hospital	12251 South 80 th Avenue	Palos Heights	60463	17	7.6	18	YES
6	Advocate Trinity Hospital	2320 East 93 rd Street	Chicago	60617	17	10.3	11	NO
7	Ingalls Memorial Hospital	1 Ingalls Drive	Harvey	60426	18	7.1	13	NO
8	Advocate South Suburban Hospital	17800 South Kedzie Avenue	Hazel Crest	60429	19	8.0	11	YES
9	St. Bernard Hospital	326 West 64 th Street	Chicago	60621	19	11.2	7	NO
10	Jackson Park Hospital	7531 South Stony Island Avenue	Chicago	60649	19	11.3	6	NO
11	Holy Cross Hospital	2701 West 68 th Street	Chicago	60629	20	6.6	12	NO
12	University of Chicago Medical Center	5841 South Maryland	Chicago	60637	21	12.4	50	YES
13	Provident Hospital of Chicago	500 East 51 st Street	Chicago	60615	23	13.3	8	NO
14	South Shore Hospital	8012 South Crandon Avenue	Chicago	60617	24	12.2	5	NO
15	Franciscan St. James Hospital	20201 South Crawford Avenue	Olympia Fields	60461	26	11.5	13	NO
16	Adventist Hinsdale Hospital	120 North Oak Street	Hinsdale	60521	26	20.0	16	YES
17	Elmhurst Memorial Hospital	155 East Brush Hill Road	Elmhurst	60126	27	22.8	20	YES
18	Adventist La Grange Memorial Hospital	5101 South Willow Springs Road	La Grange	60525	28	17.1	15	NO
19	Silver Cross Hospital	1900 Silver Cross Boulevard	New Lenox	60451	30	26.0	16	YES
20	Rush University Medical Center	1653 West Congress Parkway	Chicago	60612	31	19.3	42	YES
21	University of Illinois Hospital	1740 West Taylor Street	Chicago	60612	32	18.9	27	YES
22	Cook County Stroger Hospital	1901 West Harrison Street	Chicago	60612	34	20.0	28	YES
23	Franciscan St. James Hospital	1423 Chicago Road	Chicago Heights	60411	35	14.6	15	NO
24	Northwestern Memorial Hospital	251 East Huron Street	Chicago	60611	35	20.4	77	YES
25	Adventist Bolingbrook Hospital	500 Remington Boulevard	Bolingbrook	60440	36	26.5	9	NO
26	Advocate Good Samaritan Hospital	3815 Highland Avenue	Downers Grove	60515	36	26.9	22	YES
27	Presence St. Joseph Hospital	2900 N. Lake Shore Drive	Chicago	60657	39	23.0	25	NO
28	Louis A. Weiss Memorial Hospital	4642 North Marine Drive	Chicago	60640	41	25.3	14	NO
29	Adventist Glen Oaks Hospital	701 Winthrop Avenue	Glendale Heights	60139	41	35.1	6	NO
30	Presence St. Mary of Nazareth Hospital	2233 West Division Street	Chicago	60622	42	21.3	13	NO
31	Thorek Memorial Hospital	850 West Irving Park Road	Chicago	60613	42	24.8	72	NO
32	Loyola University Medical Center	2160 South 1 st Street	Maywood	60153	43	24.0	9	NO
33	Westtack Hospital	1225 West Lake Street	McLrose Park	60160	44	27.7	11	NO
34	MacNeal Hospital	3249 South Oak Park Avenue	Berwyn	60402	45	17.3	18	NO

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ATTACHMENT 25-7

Criterion 1110.1540(h)(1) – Unnecessary Duplication of Services/Maldistribution

(a) Population of Geographic Service Area by Zip Code

The following chart shows the total population of the GSA by zip code, and reflects the most recent population numbers available for the State of Illinois.

COOK COUNTY					
Zip Code	Population	Zip Code	Population	Zip Code	Population
60007	33,952	60458	14,769	60623	88,635
60008	22,043	60459	29,119	60624	38,140
60016	61,096	60461	4,815	60625	78,731
60018	29,351	60462	39,784	60626	49,118
60053	23,472	60463	14,440	60628	67,914
60076	32,523	60464	9,552	60629	114,982
60077	28,053	60465	17,626	60630	56,653
60091	27,350	60466	22,254	60631	28,255
60104	19,025	60467	26,824	60632	91,310
60126	47,403	60469	6,298	60633	12,754
60130	14,194	60471	14,140	60634	74,093
60131	18,125	60472	5,162	60636	37,278
60153	24,148	60473	22,647	60637	50,326
60154	16,833	60475	9,620	60638	57,958
60155	7,947	60476	2,615	60639	91,379
60160	26,656	60477	38,296	60640	66,050
60162	8,140	60478	17,183	60642	19,989
60163	5,217	60480	5,171	60643	50,992
60164	22,035	60484	6,648	60644	49,080
60165	4,947	60487	26,974	60645	45,873
60171	10,299	60501	12,093	60646	28,203
60176	11,834	60513	18,964	60647	88,269
60202	32,356	60521	17,938	60649	45,305
60203	4,480	60523	9,912	60651	61,287
60301	2,155	60525	31,503	60652	42,176
60302	32,259	60526	13,647	60653	30,683
60304	17,666	60527	28,817	60654	15,934
60305	11,233	60534	10,668	60655	28,479
60402	64,174	60546	15,938	60656	28,526
60406	25,294	60558	13,125	60657	69,147
60409	37,480	60601	11,905	60659	38,276
60411	58,786	60602	1,294	60660	40,719
60415	14,392	60603	1,076	60661	8,875
60418	12,001	60604	545	60706	23,452
60419	22,809	60605	27,238	60707	43,005
60422	9,440	60606	3,098	60712	12,666
60423	30,688	60607	27,557	60714	30,056
60425	9,053	60608	79,607	60803	23,133
60426	29,693	60609	62,010	60804	84,361
60428	12,308	60610	39,598	60805	19,934
60429	15,799	60611	31,165	60827	28,677
60430	20,181	60612	36,531		
60438	28,845	60613	49,389		
60439	23,139	60614	69,423		
60443	21,184	60615	41,210		
60445	26,047	60616	52,214		
60449	9,519	60617	82,213		
60452	28,237	60618	97,324		
60453	56,987	60619	63,411		
60455	16,397	60620	69,909		
60456	4,356	60621	31,881		
60457	13,933	60622	55,516		

DUPAGE COUNTY					
Zip Code	Population	Zip Code	Population	Zip Code	Population
60101	39,918	60181	28,756	60527	28,817
60106	20,083	60189	31,454	60532	27,268
60108	23,213	60191	14,469	60540	44,184
60126	47,403	60502	23,749	60555	13,687
60137	38,103	60514	10,136	60559	24,958
60139	34,925	60516	27,944	60561	23,154
60143	10,435	60517	32,333	60563	36,621
60148	52,510	60521	17,938	60565	41,110
60157	2,097	60523	9,912		
WILL COUNTY					
Zip Code	Population	Zip Code	Population	Zip Code	Population
60401	7,697	60435	49,789	60451	34,826
60403	18,415	60436	18,145	60468	5,721
60404	18,025	60440	53,587	60484	6,648
60417	16,022	60441	35,843	60490	20,784
60421	3,954	60442	9,983	60491	22,479
60423	30,688	60446	40,135	60544	25,307
60432	20,851	60448	25,332	60564	41,635
60433	17,145	60449	9,519	60585	23,306

NOTE: The above-referenced census data was obtained from the U.S. Census Bureau, using American Fact Finder, available at <http://factfinder2.census.gov> on the web. The census data is the most recent data available for the State of Illinois by zip code. The data is from the 2015 American Community Survey – Five Year Population Estimates.

Summary

The following table shows the total population of the proposed GSA, broken out by the three counties that are within the GSA: Cook, DuPage, and Will.

County	Population Total
Cook	4,586,863
DuPage	705,177
Will	555,836
TOTAL GSA	5,847,876

Analysis

The project will not result in unnecessary duplication of services. As noted above in Attachment 25-6, only 4 of the 37 existing ASTCs are approved to provide cardiovascular services. Of those 4, two were recently approved by the State Board but are not operational yet. See the chart below.

ASTCs Providing Cardiovascular Services in the Applicant's GSA							
#	ASTC	Address	City	Zip Code	Minutes	Miles	Open
1	Rush SurgiCenter	1725 W. Harrison St.	Chicago	60612	31	19.5	Yes
2	Chicago Vascular	700 Pasquinelli Dr.	Westmont	60559	33	21.0	No
3	Loyola ASC at Oakbrook	1S224 Summit Ave.	Oakbrook Terrace	60181	35	25.8	Yes
4	Chicago Vascular	7425 James Ave.	Woodridge	60517	41	23.4	No

There are three major problems with the limited number of existing ASTCs approved for cardiology services: (1) only two of the ASTCs are actually operational; (2) of the 4 existing ASTCs, only 2 of these ASTCs appear likely to have the capability to handle the Applicant's caseload. The two ASTCs are both Chicago Vascular sites, and both of these centers were recently approved by the State Board in 2017 (moreover, Chicago Vascular demonstrated in its CON permit

ATTACHMENT 25-7

Criterion 1110.1540(h)(1) – Unnecessary Duplication of Services/Maldistribution

applications that its proposed number of procedure rooms would be fully utilized by the end of the second year of operation, making both of these ASTCs non-viable options); and (3) even if these 4 ASTCs had the capability to handle the type of cases the Applicant would refer, the ASTCs, while in the GSA, are all over 30-minutes drive time from the Applicant's project site in Merrionette Park, Illinois. Consequently, the Applicant's patients would need to travel far away from their home medical practice to obtain cardiovascular services.

(b) Cases Can Be Performed at Hospitals in the GSA, But at a Much Higher Cost

Cardiovascular services can be performed at hospitals in the GSA. In fact, all of the referring physicians relied on inpatient case history for their referral numbers. However, the referring physicians plan to move their caseload to the proposed ASTC, which will result in lower costs to the health care system as ASTC reimbursement is significantly lower than inpatient hospital reimbursement for the exact same procedure.

Note: Two charts follow this page: (1) List of ASTCs within the GSA; and (2) List of Hospitals within the GSA.

ATTACHMENT 25-7

List of Hospitals Within 45 Minute Travel Time of Proposed ASTC - 11560 South Kedzie Avenue, Merrionette Park, Illinois 60803

Hospitals								
#	Name	Address	City	Zip	Min	Miles	# ORs	HFSRB Standard Met?
1	Metro South Medical Center	12935 South Gregory Street	Blue Island	60406	7	2.9	15	NO
2	Little Company of Mary Hospital	2800 West 95 th Street	Evergreen Park	60805	9	3.2	16	NO
3	Advocate Christ Hospital and Medical Center	4440 West 95 th Street	Oak Lawn	60453	10	4.2	49	YES
4	Roseland Community Hospital	45 West 111 th Street	Chicago	60628	16	5.0	7	NO
5	Palos Community Hospital	12251 South 80 th Avenue	Palos Heights	60463	17	7.6	18	YES
6	Advocate Trinity Hospital	2320 East 93 rd Street	Chicago	60617	17	10.3	11	NO
7	Ingalls Memorial Hospital	1 Ingalls Drive	Harvey	60426	18	7.1	13	NO
8	Advocate South Suburban Hospital	17800 South Kedzie Avenue	Hazel Crest	60429	19	8.0	11	YES
9	St. Bernard Hospital	326 West 64 th Street	Chicago	60621	19	11.2	7	NO
10	Jackson Park Hospital	7531 South Stony Island Avenue	Chicago	60649	19	11.3	6	NO
11	Holy Cross Hospital	2701 West 68 th Street	Chicago	60629	20	6.6	12	NO
12	University of Chicago Medical Center	5841 South Maryland	Chicago	60637	21	12.4	50	YES
13	Provident Hospital of Chicago	500 East 51 st Street	Chicago	60615	23	13.3	8	NO
14	South Shore Hospital	8012 South Crandon Avenue	Chicago	60617	24	12.2	5	NO
15	Franciscan St. James Hospital	20201 South Crawford Avenue	Olympia Fields	60461	26	11.5	13	NO
16	Adventist Hinsdale Hospital	120 North Oak Street	Hinsdale	60521	26	20.0	16	YES
17	Elmhurst Memorial Hospital	155 East Brush Hill Road	Elmhurst	60126	27	22.8	20	YES
18	Adventist La Grange Memorial Hospital	5101 South Willow Springs Road	La Grange	60525	28	17.1	15	NO
19	Silver Cross Hospital	1900 Silver Cross Boulevard	New Lenox	60451	30	26.0	16	YES
20	Rush University Medical Center	1653 West Congress Parkway	Chicago	60612	31	19.3	42	YES
21	University of Illinois Hospital	1740 West Taylor Street	Chicago	60612	32	18.9	27	YES
22	Cook County Stroger Hospital	1901 West Harrison Street	Chicago	60612	34	20.0	28	YES
23	Franciscan St. James Hospital	1423 Chicago Road	Chicago Heights	60411	35	14.6	15	NO
24	Northwestern Memorial Hospital	251 East Huron Street	Chicago	60611	35	20.4	77	YES
25	Adventist Bolingbrook Hospital	500 Remington Boulevard	Bolingbrook	60440	36	26.5	9	NO
26	Advocate Good Samaritan Hospital	3815 Highland Avenue	Downers Grove	60515	36	26.9	22	YES
27	Presence St. Joseph Hospital	2900 N. Lake Shore Drive	Chicago	60657	39	23.0	25	NO
28	Louis A. Weiss Memorial Hospital	4642 North Marine Drive	Chicago	60640	41	25.3	14	NO
29	Adventist Glen Oaks Hospital	701 Winthrop Avenue	Glendale Heights	60139	41	35.1	6	NO
30	Presence St. Mary of Nazareth Hospital	2233 West Division Street	Chicago	60622	42	21.3	13	NO
31	Thorek Memorial Hospital	850 West Irving Park Road	Chicago	60613	42	24.8	72	NO
32	Loyola University Medical Center	2160 South 1 st Street	Maywood	60153	43	24.0	9	NO
33	Westlake Hospital	1225 West Lake Street	Melrose Park	60160	44	27.7	11	NO
34	MacNeal Hospital	3249 South Oak Park Avenue	Berwyn	60402	45	17.3	18	NO

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ATTACHMENT 25-7

List of ASTCs Within 45 Minute Travel Time of Proposed ASTC - 11560 South Kedzie Avenue, Merrionette Park, Illinois 60803

Ambulatory Surgical Treatment Centers										
#	Name	Address	City	Zip	Min	Miles	# ORs / Procedure Rooms	HFSRB Standard Met?	Currently Provides Cardio ¹	Currently Provides General ²
1	Oak Lawn Endoscopy Center	9921 Southwest Highway	Oak Lawn	60453	15	6.1	2	Yes	NO	NO
2	Palos Surgicenter	7340 College Drive	Palos Heights	60463	15	6.1	5	No	NO	YES
3	NovaMed of Oak Lawn/Ctr. for Rec. Surg.	6309 West 95 th Street	Oak Lawn	60453	17	6.8	4	No	NO	NO
4	Palos Hills Surgery Center	10330 South Roberts Road	Palos Hills	60465	21	7.7	2	Yes	NO	NO
5	Ingalls Same Day Surgery	6701 West 159 th Street	Tinley Park	60477	21	9.2	4	No	NO	YES
6	Magna Surgery Center	7456 South State Road	Bedford Park	60638	23	7.3	3	No	NO	YES
7	United Shockwave/United Urology	120 North La Grange Road	La Grange	60525	23	16.4	1	Yes	NO	NO
8	Hinsdale Surgical Center	10 Salt Creek Lane	Hinsdale	60521	23	19.3	6	No	NO	YES
9	Eye Surgery Center of Hinsdale	950 North York Road	Hinsdale	60521	23	19.5	3	No	NO	NO
10	South Loop Endo. And Wellness Center	2340 West Wabash Avenue	Chicago	60616	24	16.4	t	No	NO	NO
11	Preferred SurgiCenter	10 Orland Square Drive	Orland Park	60462	26	11.5	5	No	NO	NO
12	Southwest ASC/Tinley Woods Surg. Ctr.	18200 South La Grange Road	Tinley Park	60487	26	16.0	5	No	NO	YES
13	Surgicore	10547 South Ewing Avenue	Chicago	60617	28	12.0	1	No	NO	NO
14	Hyde Park Same Day Surgicenter	1644 East 53 rd Street	Chicago	60615	28	14.7	1	Yes	NO	NO
15	Elmhurst Outpatient Surgery Center	1200 South York Street	Elmhurst	60126	28	22.9	8	No	NO	YES
16	Southwest Surgery Center/Ctr. for MIS	19110 Darwin Drive	Mokena	60448	29	17.2	5	No	NO	YES
17	Palos Health Surgery Center ³	SW Corner of 153 rd St. & West Ave.	Orland Park	60462	29	18.4	4	n/a	NO	YES
18	Elmhurst Fook & Ankle Surgery Center	340 West Butterfield Road	Elmhurst	60126	29	23.9	1	Yes	NO	NO
19	Rush Surgicenter	1725 West Harrison Street	Chicago	60612	31	19.5	4	Yes	YES	YES
20	Chicago Prostate Cancer Surgery Center	815 Pasquinelli Drive	Westmont	60559	31	21.8	2	No	NO	NO
21	Rush Oak Brook Surgery Center ⁴	2011 York Road	Oak Brook	60523	32	21.9	8	n/a	NO	YES
22	Chicago Vascular ASC - Westmont ⁵	700 Pasquinelli Drive	Westmont	60559	33	21.0	3	n/a	YES	YES
23	Children's OP Svcs. at Westchester	2301 Enterprise Drive	Westchester	60154	34	22.4	3	No	NO	YES
24	Westmont Surgery Center/Salt Creek ASC	530 North Cass Avenue	Westmont	60559	34	22.8	4	No	NO	NO
25	Gold Coast Surgicenter	845 North Michigan Avenue	Chicago	60611	35	20.5	4	Yes	NO	NO
26	The Oak Brook Surgical Centre	2425 West 22 nd Street	Oak Brook	60521	35	25.1	6	No	NO	YES
27	Loyola ASC at Oakbrook	1 South 224 Summit Avenue	Oakbrook Terrace	60181	35	25.8	3	No	YES	YES
28	Grand Avenue Surgical Center	17 West Grand Avenue	Chicago	60654	36	20.4	3	No	NO	YES
29	River North Same Day Surgery	One East Erie Street	Chicago	60611	37	20.5	4	Yes	NO	NO
30	DMG Surgical Center	2725 South Technology Drive	Lombard	60148	37	27.3	8	Yes	NO	YES
31	Ambulatory Surgical Center of D. Grove	4333 Main Street	Downers Grove	60515	38	24.7	3	No	NO	NO
32	Midwest Center for Day Surgery	3811 Highland Avenue	Downers Grove	60515	39	28.0	5	No	NO	YES
33	Cadence ASC/NW Medicine Surg. Center	27650 Ferry Road	Warrenville	60555	39	35.5	4	No	NO	NO
34	Chicago Vascular ASC - Woodridge	7425 James Avenue	Woodridge	60517	41	23.4	1	n/a	NO	YES
35	Loyola University ASC	2160 South 1 st Avenue	Maywood	60153	42	24.6	8	No	NO	YES
36	Foot and Ankle Surg. Ctr./Regenerative	1455 East Golf Road	Des Plaines	60016	45	37.4	3	No	NO	NO
37	Riverside ASC	300 Riverside Drive	Bourbonnais	60914	45	38.9	2	No	NO	YES

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- 1 - Only 3 of 37 ASTCs within 45 minutes of the Project Site offer/plan to offer the "cardiology" category of service. Of those 3 ASTCs, two were recently granted a CON permit to establish a vascular access surgery center or line of service. See below.
- 2 - Nearly half of the ASTCs listed offer the "general" surgery category of service; however, only 5 ASTCs reported a 2015 caseload over 100 general procedures. The ASTCs with the most general surgery volume are DMG Surgical Center (2,027), Loyola University ASC (799), Elmhurst Outpatient Surgery Center (689), Southwest/Tinley Woods (151), and Rush Surgicenter (118).
- 3 - CON Project 16-059. CON permit granted to establish a multi-specialty ASTC with 4 operating rooms. Approved for gastroenterology, general, OBS/Gyn, Ophthalmology, Oral, Orthopedic, Plastic, Pain Mgt., Podiatry, Otolaryngology, and Urology.
- 4 - CON Project 16-031. CON permit granted to establish a multi-specialty ASTC with 6 operating rooms and 2 procedure rooms. Vascular surgery was explicitly named in the permit application as a service category, but only 33 cases will be referred.
- 5 - CON Project 17-005. CON permit granted on 5/2/2017 to establish a limited specialty ASTC with 3 procedure rooms, specializing in vascular access procedures. Approved for two service categories: cardiology and general surgery.
- 6 - CON Project 17-018. CON permit application pending, hearing expected September 2017. Applicant seeking approval for single specialty ASTC with 1 procedure room and "general" surgery category of service.

ATTACHMENT 25-8

Criterion 1110.1540(h)(2) – Maldistribution

Criterion

The CON review standards provide that Premier Cardiac Surgery Center, LLC (“Applicant”) shall document that its proposed project will not result in a maldistribution of services. Maldistribution exists when the geographic service area has an excess supply of facilities and ASTC services characterized by such factors as, **but not limited to**: (a) a ratio of surgical/treatment rooms to population that exceeds one and one-half times the State average; (b) historical utilization (for the latest 12-month period prior to submission of the application) for existing surgical/treatment rooms for the ASTC services proposed by the project that are below the utilization standard specified in 77 Ill. Adm. Code 1100; or (c) insufficient population to provide the volume or caseload necessary to utilize the surgical/treatment rooms proposed by the project at or above utilization standards specified in 77 Ill. Adm. Code 1100.

The Applicant is also required to document that, within 24 months after project completion, the proposed project: (a) will not lower the utilization of other area providers below the utilization standards specified in 77 Ill. Adm. Code 1100; and (b) will not lower, to a further extent, the utilization of other GSA facilities that are currently (during the latest 12-month period) operating below the utilization standards.

Conclusion

The Applicant’s proposed ambulatory surgical treatment center (“ASTC”) will not create a maldistribution of services in the geographic service area (“GSA”). The “cardiovascular” category of service is largely unavailable throughout the GSA and the ASTCs that are authorized to provide surgical services under this category of service are either at capacity, expected to reach capacity, or are a severely limited provider of vascular access services. Based on the lack of competition for cardiology services in the GSA, the Applicant’s ASTC will not have any effect on the utilization of other area providers. If such centers fall below the utilization standard during this time period, or fall into further non-compliance, factors other than the Applicant’s ASTC would be the most likely explanation.

Analysis

The proposed ASTC will be located in Merrionette Park, Illinois (“Project Site”). The Project Site is in HSA-7 and Hospital Planning Area A-04. For the purposes of this analysis, it is useful to examine the 10 ASTCs that are closest to the Project Site. This decision to narrow the field is consistent with State Board decision-making behavior. Historically, it is common for State Board members to focus on a geographic area around a project’s location that is much smaller than an Applicant’s proposed GSA because the 45-minute drive time radius set forth in the CON regulations creates a rather larger service area.

Of the 10 closest ASTCs, just 3 met the State Board's OR utilization standard. The 10 ASTCs are all within a 25-minute drive of the Project Site. Table One provided below lists the closest ASTCs, how far away each center is from the Project Site by time and distance, if they met the OR utilization standard, and if they have CON approval to provide cardiology services.

#	Name	City	Zip	Min	Miles	HFSRB Standard Met?	Currently Provides Cardiology
1	Oak Lawn Endoscopy Center	Oak Lawn	60453	15	6.1	Yes	NO
2	Palos Surgicenter	Palos Heights	60463	15	6.1	No	NO
3	NovaMed of Oak Lawn/Ctr. for Rec. Surg.	Oak Lawn	60453	17	6.8	No	NO
4	Palos Hills Surgery Center	Palos Hills	60465	21	7.7	Yes	NO
5	Ingalls Same Day Surgery	Tinley Park	60477	21	9.2	No	NO
6	Magna Surgery Center	Bedford Park	60638	23	7.3	No	NO
7	United Shockwave/United Urology	La Grange	60525	23	16.4	Yes	NO
8	Hinsdale Surgical Center	Hinsdale	60521	23	19.3	No	NO
9	Eye Surgery Center of Hinsdale	Hinsdale	60521	23	19.5	No	NO
10	South Loop Endo. and Wellness Center	Chicago	60616	24	16.4	No	NO

It is important to note that none of the 10 closest ASTCs shown in Table One are approved to provide cardiology services. Thus, it is impossible for the Applicant to harm these facilities when the Applicant is seeking State Board approval to provide services that these centers are presently unable to provide.

#	ASTC	Address	City	Zip Code	Minutes	Miles	Open
1	Rush SurgiCenter	1725 W. Harrison St.	Chicago	60612	31	19.5	Yes
2	Chicago Vascular	700 Pasquinelli Dr.	Westmont	60559	33	21.0	No
3	Loyola ASC at Oakbrook	1S224 Summit Ave.	Oakbrook Terrace	60181	35	25.8	Yes
4	Chicago Vascular	7425 James Ave.	Woodridge	60517	41	23.4	No

Table Two covers all 37 ASTCs in the GSA. Table Two shows the 4 existing ASTCs that are within 45 minutes of the Project Site. Of those 4 ASTCs, 2 were recently granted a CON permit to establish a vascular access surgery center or line of service (see Project 16-031 and Project 17-005). The two vascular access ASTCs presented a case to the State Board that each center would be fully utilized by the end of the first full year of operation.

Rush Oak Brook Surgery Center (CON Project 16-031) was granted a CON permit to establish a multi-specialty ASTC with 6 operating rooms and 2 procedure rooms. Vascular surgery was explicitly named in the permit application as a service category; however, the applicant did not seek approval for the "cardiology" category of service. Instead, these cases will be performed under the "general surgery" service category. It is important to point out that the applicant reported in its application that only 33 cases are anticipated to be referred to the ASTC during the 24-month period after the ASTC becomes operational. Because of the limited service line, it is clear that the Applicant's proposed ASTC will not have an adverse effect on the Rush's ASTC.

Chicago Vascular ASC – Westmont (CON Project 17-005) was granted a CON permit on May 2, 2017 to establish a limited specialty ASTC with 3 procedure rooms. This application represents the first ASTC proposing to specialize in vascular access procedures. The applicant was approved

ATTACHMENT 25-8

Criterion 1110.1540(h)(2) – Maldistribution

for two service categories: cardiology and general surgery. This ASTC certified that it would be at full capacity within 24 months.

Chicago Vascular ASC – Woodridge (CON Project 17-018) represents the second CON permit application to propose a vascular access specialty ASTC. This permit application was approved at the September 2017 State Board meeting. This applicant was approved for a single specialty ASTC with 1 procedure room, and will provide services under the “general surgery” category of service. This ASTC also certified that it would be a full capacity within 24 months.

ATTACHMENT 25-9

Criterion 1110.1540(h)(2) – Impact on Area Providers

Conclusion

The Applicant’s proposed ambulatory surgical treatment center (“ASTC”) will not have a negative impact on nearby providers. The Applicant’s physicians are already being asked by hospitals in the GSA to provide cardiology and electrophysiology services to hospital inpatients. Accordingly, area hospitals are not equipped to handle such cases on their own. Furthermore, very few existing ASTCs are authorized to provide cardiology services. Consequently, a single specialty ASTC focused solely on services falling under the cardiology category of service, as proposed by the applicant Premier Cardiac Surgery Center, LLC (“Applicant”), should have little to no effect on ASTCs in the Applicant’s GSA.

Analysis

The proposed ASTC will be located in Merrionette Park, Illinois (“Project Site”). The Project Site is in HSA-7 and Hospital Planning Area A-04. Of the 10 closest ASTCs, **none** are approved by the State Board to provide cardiology services. If these ASTCs are not approved to provide cardiology services, the Applicant’s single-specialty ASTC cannot have an adverse effect on said centers. See Table One below.

TABLE ONE 10 Closest ASTCs							
#	Name	City	Zip	Min	Miles	HFSRB Standard Met?	Currently Provides Cardiology
1	Oak Lawn Endoscopy Center	Oak Lawn	60453	15	6.1	Yes	NO
2	Palos Surgicenter	Palos Heights	60463	15	6.1	No	NO
3	NovaMed of Oak Lawn/Ctr. for Rec. Surg.	Oak Lawn	60453	17	6.8	No	NO
4	Palos Hills Surgery Center	Palos Hills	60465	21	7.7	Yes	NO
5	Ingalls Same Day Surgery	Tinley Park	60477	21	9.2	No	NO
6	Magna Surgery Center	Bedford Park	60638	23	7.3	No	NO
7	United Shockwave/United Urology	La Grange	60525	23	16.4	Yes	NO
8	Hinsdale Surgical Center	Hinsdale	60521	23	19.3	No	NO
9	Eye Surgery Center of Hinsdale	Hinsdale	60521	23	19.5	No	NO
10	South Loop Endo. and Wellness Center	Chicago	60616	24	16.4	No	NO

The Applicant’s GSA has 37 existing and/or approved ASTCs. Table Two shows the only 4 ASTCs in the GSA that are authorized to provide cardiology services.

TABLE TWO ASTCs Providing Cardiovascular Services in the Applicant’s 45-Minute Radius GSA							
#	ASTC	Address	City	Zip Code	Minutes	Miles	Open
1	Rush SurgiCenter	1725 W. Harrison St.	Chicago	60612	31	19.5	Yes
2	Chicago Vascular	700 Pasquinelli Dr.	Westmont	60559	33	21.0	No
3	Loyola ASC	1S224 Summit Ave.	Oakbrook Terrace	60181	35	25.8	Yes
4	Chicago Vascular	7425 James Ave.	Woodridge	60517	41	23.4	No

An impact analysis concerning each of the ASTCs identified in Table Two is provided below.

Chicago Vascular

Two ASTCs proposed by Chicago Vascular were recently granted a CON permit to establish a vascular access surgery center or line of service.

Chicago Vascular ASC – Westmont (CON Project 17-005) was granted a CON permit on May 2, 2017 to establish a limited specialty ASTC with 3 procedure rooms. This application represents the first ASTC proposing to specialize in vascular access procedures. The applicant was approved for two service categories: cardiology and general surgery. This ASTC certified that it would be at full capacity within 24 months. The Applicant concludes that the State Board must have believed that the applicant would achieve its utilization targets because a CON permit was granted. As a result, the State Board should also conclude that the Applicant's proposed ASTC will not have an adverse impact on this ASTC.

Chicago Vascular ASC – Woodridge (CON Project 17-018) represents the second CON permit application to propose a vascular access specialty ASTC. This permit application was approved at the September 2017 State Board meeting. This applicant was approved for a single specialty ASTC with 1 procedure room. The CON permit grants the applicant the right to provide services under the "general surgery" category of service. This ASTC also certified that it would be a full capacity within 24 months. Because this ASTC is not authorized to provide cardiovascular services, the Applicant's ASTC should not have any impact on this provider.

Rush Oak Brook Surgery Center

Rush Oak Brook Surgery Center (CON Project 16-031) was granted a CON permit to establish a multi-specialty ASTC with 6 operating rooms and 2 procedure rooms. Vascular surgery was explicitly named in the permit application as a service category; however, the applicant did not seek approval for the "cardiology" category of service. Instead, the vascular cases will be performed under the "general surgery" service category. It is important to point out that the applicant reported in its application that only 33 cases are anticipated to be referred to the ASTC during the 24-month period after the ASTC becomes operational. Because of the limited service line, it is clear that the Applicant's proposed ASTC will not have an adverse effect on the Rush's ASTC.

Loyola ASC at Oakbrook Terrace

While this existing ASTC is authorized to provide services under the "cardiology" category of service, Loyola's surgery center is not really a provider of cardiology procedures. In the 2015 Facility Questionnaire for ASTCs, Loyola reported only one surgical case over a 12-month period under this service line. Based on this miniscule case history, the Applicant concludes that its proposed ASTC will not adversely impact the Loyola ASTC.

ATTACHMENT 25-10

Criterion 1110.1540(i) – Staffing

Staffing Availability

The proposed ambulatory surgical treatment center will ensure that all clinical and professional staffing needs will be met in accordance with federal and state law, regulations, and policies. All personnel will be appropriately licensed, trained, and credentialed. Staffing levels will also be consistent with any applicable accreditation standards.

The Applicant will ensure that all necessary staff are hired or contracted with before the ASTC becomes operational. The appropriate levels of staff will be achieved by following industry guidelines.

Medical Director

Dr. Robert Iaffaldano will be the ASTC's Medical Director. Dr. Iaffaldano graduated from Stanford University. He received his M.D. from the University of Nebraska, College of Medicine. While in medical school, he received a fellowship from the Sarnoff Society for Cardiovascular Disease and spent a year studying Cardiovascular Physiology at the Massachusetts General Hospital in Boston.

Dr. Iaffaldano completed his internship and residency training at the University of Chicago. He completed his fellowship in Cardiology as well as Interventional Cardiology at Loyola University where he was named Chief Cardiology Fellow. Dr. Iaffaldano is Board Certified in Cardiovascular Disease and Interventional Cardiology. He has extensive experience in all aspects of Interventional Cardiology including balloon angioplasty, rotational atherectomy, directional atherectomy, coronary and vein graft stenting, and intravascular ultrasound.

In addition, Dr. Iaffaldano has significant expertise in all aspects of peripheral angiography and intervention including renal, subclavian, carotid, and iliac stenting, and thrombolytic infusion. He is an expert in the field of endoluminal grafting to treat abdominal aortic aneurysms.

Dr. Iaffaldano is currently the medical director of the Cardiac Catheterization laboratory at MetroSouth Medical Center, Blue Island, Illinois.

Note: Additional documentation and information about Dr. Iaffaldano immediately follows this page.

State of Illinois
 Department of Financial and Professional Regulation
 Division of Professional Regulation

LICENSE NO.
036.081021

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

EXPIRES:
07/31/2020

LICENSED PHYSICIAN AND SURGEON

ROBERT A IAFFALDANO MD
 HEART CARE CENTERS OF ILLINOIS
 13011 S 104TH AVENUE SUITE 100
 PALOS PARK, IL 60464

 *Bryan A. Schneider* BRYAN A. SCHNEIDER
 SECRETARY

Jessica Baer JESSICA BAER
 DIRECTOR

The official status of this license can be verified at www.idfpr.com

11660995

Cut on Dotted Line ✂

For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 1364372

LICENSE NO.
036.081021

Department of Financial and Professional Regulation
 Division of Professional Regulation

LICENSED PHYSICIAN AND SURGEON

ROBERT A IAFFALDANO MD

EXPIRES:
07/31/2020

SIGN: _____

Bryan A. Schneider BRYAN A. SCHNEIDER
 SECRETARY

Jessica Baer JESSICA BAER
 DIRECTOR

The official status of this license can be verified at www.idfpr.com

Cut on Dotted Line ✂

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BI4195562	11-30-2018	\$731

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5,	PRACTITIONER	10-02-2015

IAFFALDANO, ROBERT A
HEART CARE CENTERS OF ILLINOIS
13011 S. 104TH AVENUE, SUITE 100
PALOS PARK, IL 60464-1508

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

Form DEA-223 (4/07)

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON, D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FI6352049	11-30-2019	\$731

SCHEDULES	BUSINESS ACTIVITY	DATE ISSUED
2,2N,3 3N,4,5	PRACTITIONER	09-26-2016

IAFFALDANO, ROBERT A MD
PREMIER VASCULAR, LLC
11560 S. KEDZIE AVENUE
MERRIONETTE PARK, IL 60803 4517

Sections 304 and 1008 (21 U.S.C. 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, BUSINESS ACTIVITY, OR VALID AFTER THE EXPIRATION DATE.

Form DEA-223 (05/04)

<https://apps.deadiversion.usdoj.gov/webforms/dupeCertPrintCert.do>

9/29/2016

ISMIE
Mutual Insurance Company
The Physician-First Service Insurer

Twenty North Michigan Avenue
Suite 700 Chicago, Illinois 60602
Telephone 312-782-2749
Toll Free 800-782-4767
Fax 312-782-2023
Web www.ismie.com

Physician Clinic

CERTIFICATE OF INSURANCE

This Certificate is issued as a
matter of information only and
confers no rights upon the holder.

NAMED INSURED & MAILING ADDRESS:

Heart Care Centers of Illinois, S.C.
13011 S. 104th Avenue
1st Floor
Palos Park, IL 60464

THIS IS TO CERTIFY THAT ISMIE MUTUAL HAS ISSUED TO THE NAMED INSURED OF THE POLICY IDENTIFIED BELOW.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS, OR ALTERS THE COVERAGE AFFORDED UNDER THE POLICY IDENTIFIED HEREIN.

IN THE EVENT OF CANCELLATION OF THE POLICY ISMIE MUTUAL WILL MAKE ALL REASONABLE EFFORT TO SEND NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER AT THE ADDRESS SHOWN ABOVE BUT ISMIE MUTUAL ASSUMES NO RESPONSIBILITY FOR ANY MISTAKE OR FOR FAILURE TO GIVE SUCH NOTICE.

LIMIT OF LIABILITY

EACH PERSON:

\$ 1,000,000

AGGREGATE:

\$ 40,000,000

Limits Effective:

04/01/2017

POLICY

EFFECTIVE DATE: 04/01/2017 12:01 A.M.S.T.

TO: 04/01/2018

Continuous upon payment of quarterly premium until canceled or non-renewed.

ADDITIONAL NAMED INSURED: Robert A Iaffaldano, M.D.

RETROACTIVE DATE: 07/01/1995

SPECIALTY: Cardiovascular Disease (Minor Risk Procedures)

POLICY: 23227

03/02/2017

Issue Date

CERTIFICATE HOLDER NAME & ADDRESS:

Heart Care Centers of Illinois, S.C.
Medical Staff Office
13011 South 104th Avenue
Suite 100
Palos Park IL 60464

Form M-118 (01/04)

PRODUCER: Gallagher Risk Management Services, Inc.

Curriculum Vitae

ROBERT ANDREW IAFFALDANO, M.D.

Office Address:

Heart Care Centers of Illinois, S.C. 11560 S. Kedzie Avenue, Suite 100 Merrionette Park, IL 60803 telephone: 708/824-1114 telefax: 708/824-9341	Heart Care Research Foundation 10260 W. 191 st Street, Suite 102 Mokena, IL 60448 telephone: 708/597-7656 telefax: 708/597-7685
Heart Care Centers of Illinois, S.C. 3231 S. Euclid Avenue, Suite 201 Berwyn, IL 60402 telephone: 708/783-2055 telefax: 708/783-2181	Heart Care Centers of Illinois, S.C. <i>(Administrative Office)</i> 13011 S. 104 th Ave., Ste 100 Palos Park, IL 60464 telephone: 708/478-3600 telefax: 708/478-3552

Date of Birth: May 4, 1961; Chicago, IL

Education:

1983	Stanford University B.A.	Stanford, CA
1988	University of Nebraska Medical School M.D.	Omaha, NE

Post-Graduate Training:

1988-1989	Internship in Internal Medicine University of Chicago Hospital, Chicago, IL
1989-1991	Residency in Internal Medicine University of Chicago Hospital, Chicago, IL
1991-1994	Fellowship in Cardiology Loyola University Medical Center, Maywood, IL
1993-1995	Fellowship in Interventional Cardiology Loyola University Medical Center, Maywood, IL

ROBERT A. IAFFALDANO, M.D.

Academic Appointments:

- 1989-1991 Clinical Instructor, Physical Diagnosis
Department of Internal Medicine; University of Chicago Hospital and Medical School, Chicago, IL
- 1991-1994 Clinical Instructor, Physical Diagnosis
Department of Internal Medicine; Loyola University Stritch School of Medicine, Maywood, IL
- 1994-1995 Assistant Professor of Medicine
Section of Cardiology, Loyola University Stritch School of Medicine, Maywood, IL and Hines VA Hospital, Hines, IL

Professional Society Membership:

- Fellow Society for Cardiac Angiography & Interventions
Member American College of Cardiology
Member Society for Endovascular Surgery

Clinical Proficiencies:

Coronary Artery Disease:

- Extensive experience in all aspects of interventional cardiology including balloon angioplasty, rotational atherectomy, directional atherectomy, extraction atherectomy, coronary and vein graft stenting, and intravascular ultrasound.
- Rotational atherectomy proctor for SciMed Corporation.

Peripheral Vascular Disease:

- Extensive experience in all aspect of peripheral angiography and intervention including renal, subclavian, iliac, and carotid stenting, thrombolytic infusion and balloon angioplasty. Extensive experience in endoluminal grafting for abdominal and thoracic aortic aneurysms.

Honors and Awards:

- 1983 Graduated with Distinction
Stanford University, Stanford, CA
- 1988 Michael Horbach Memorial Award
Excellence in Hematology
University of Nebraska Medical School, Omaha, NE

ROBERT A. IAFFALDANO, M.D.

Research Fellowships:

- 1984 American Heart Association Student Research Fellowship; University of Nebraska Medical School, Omaha, NE
- 1985-1986 Stanley J. Samoff Endowment for Cardiovascular Science Fellowship; Massachusetts General Hospital, Boston, MA

Clinical Research Participation:

- 1998 The Effect of LDL-Cholesterol Lowering Beyond Currently Recommended Minimum Targets on Coronary Heart Disease (CHD) Recurrence in Patients with Pre-Existing CHD
TNT: Treating to New Targets
Protocol #981-117/258-102
Site Sub-Investigator
- 1998 A Respective, Randomized, Double-Blind, Multi-Center Study Comparing the Effects of Atorvastatin versus Pravastatin on the Progression and Quantification of Coronary Atherosclerotic Lesions as Measured by Intravascular Ultrasound (REVERSAL)
Protocol #981-400-314
Site Principal Investigator
- 1999 Sudden Cardiac Death in Heart Failure Trial: SCD-HeFT
Site Sub-Investigator
- 2001 Systolic and Pulse Pressure Hemodynamic Improvement by Restoring Elasticity: The SAPPHERE Study
Protocol #ALT-711-0107
Site Sub-Investigator
- 2001 A Randomized, Single-Blind, Placebo-Controlled Phase 2 Study to Assess the Safety and Effects on HDL Cholesterol of CETi-1 Vaccine in Subjects with Low HDL Cholesterol
Protocol #CETI-IHD-002
Site Sub-Investigator
- 2002 An Open-Label, Randomized, Multi-center, Phase IIIb, Parallel Group Switching Study to Compare the Efficacy and Safety of Lipid Lowering agents Atorvastatin and Simvastatin with Rosuvastatin in High Risk Subjects with Type IIa and IIb Hypercholesterolemia (MERCURY II)
Protocol #4522IL/0068
Site Sub-Investigator

Clinical Research Participation (continued):

- 2003 A Multicenter, Double-Blind, Randomized Study with Two Parallel Groups Comparing the Effects of 12 Weeks of Treatment with High Dose Diovan® (valsartan) [320 mg] to Amlodipine [10 mg] on Endothelial Function in Hypersensitive Subjects with the Metabolic Syndrome
Protocol #CVAL489A2415
Site Sub-Investigator
- 2003 A Non-Randomized Evaluation of the 3.5 mm and 4.0 mm MULTI-LINK VISION™ RX Coronary Stent System in the Treatment of Patients with *De Novo* Coronary Artery Lesions: ENLIGHTEN II Trial
Protocol #02-354
Site Sub-Investigator
- 2003 Clinical Evaluation of the Concomitant Use of Bivalirudin (Angiomax®) and a Drug-Eluting Stent: ADEST
Protocol #TMC-BIV-03-02
Site Sub-Investigator
- 2003 The ACUITY Trial: A Randomized Comparison of Angiomax® (bivalirudin) versus Lovenox®/Clexane® (enoxaparin) in Patients Undergoing Early Invasive Management for Acute Coronary Syndromes without ST-Segment Elevation
Protocol #TMC-BIV-02-08
Site Sub-Investigator
- 2003 Phase 3, Multi-Center, Double-Blind, Randomized, Parallel Group, Coronary Artery Intravascular Ultrasound Evaluation of the Anti-Atherosclerotic Efficacy, Safety, and Tolerability of Fixed Combination CP-529,414/Atorvastatin, Administered Orally, Once Daily (QD) for 24 Months, Compared with Atorvastatin Alone, in Subjects with Angiographically Documented Coronary Heart Disease
Protocol #A5091005 - 1168
Site Principal Investigator
- 2004 Aggressive Reduction of Inflammation Stops Events (ARISE)
Protocol # AGI-1067-042
Site Sub-Investigator
- 2004 A Study Evaluating the Safety and Efficacy of Bivalirudin in the Management of Patients with ST-Segment Elevation Acute Myocardial Infarction Undergoing Primary PCI (BIAMI)
Protocol # TMC-BIV-04-01
Site Sub-Investigator

Clinical Research Participation (continued):

- 2004 Phase 3 Multi-Center, Double-Blind, Randomized, Parallel Group Evaluation of the Fixed Combination Torcetrapib/Atorvastatin, Administered Orally, Once Daily (QD), Compared with Atorvastatin Alone, on the Occurrence of Major Cardiovascular Events in Subjects with Coronary Heart Disease or Risk Equivalents
Protocol # A5091043
Site Sub-Investigator
- 2004 Carotid RX ACCULINK/ACCUNET Post-Approval Trial to Uncover Unanticipated and Rare Events: CAPTURE
Protocol #04-715
Site Co-Investigator
- 2005 STRADIVARIUS: Randomized, Multicenter, Double-Blind, Placebo-Controlled, Two Arm Parallel Group Trial of Rimonabant 20-Mg OD for Inhibition of Atherosclerosis Progression Assessed by IVUS in Overweight Patients with Clustering Risk Factors
Protocol #EFC5827
Site Principal Investigator
- 2005 HORIZONS AMI Trial: Harmonizing Outcomes with Revascularization and Stents. A Dual Arm Factorial Randomized Trial in Patients with ST Segment Elevation AMI to Compare the Results of Using Either Anticoagulation with Unfractionated Heparin Plus Routine GP IIb/IIIa Inhibition with Bivalirudin and Bail-Out GP IIb/IIIa Inhibition, and Primary Angioplasty with Stent Implantation with Either a Slow Rate-Release Paclitaxel-Eluting Stent (TAXUS™) or an Otherwise Identical Uncoated Bare Metal Stent (Express™).
Site Sub-Investigator
- 2005 A Randomized, Controlled Trial of the Medtronic Endeavor Drug (ABT-578) Eluting Coronary Stent System Versus the TAXUS™ Paclitaxel-Eluting Coronary Stent System in *De Novo* Native Coronary Artery Lesions
Protocol #IP060
Site Sub-Investigator
- 2005 A Multicenter, Randomized, Double-Blind, Placebo-Controlled Study to Evaluate the Safety of SCH 530348 in Subjects Undergoing Non-Urgent Percutaneous Coronary Intervention (Thrombin Receptor Antagonist for Clinical Event Reduction over Standard Concomitant Therapies in PCI [TRA PCI])
Protocol #P03573
Site Sub-Investigator
- 2005 Emboshield® and XACT® Post Approval Carotid Stent Trial (The EXACT Study); Protocol #640-0063-01
Site Principal Investigator

ROBERT A. IAFFALDANO, M.D.

Clinical Research Participation (continued):

- 2006 Randomized, Multinational, Multicenter, Double-Blind, Placebo-Controlled, Two-Arm Parallel Group Trial of Rimonabant 20-Mg OD for Reducing the Risk of Major Cardiovascular Events in Abdominally Obese Patients with Clustering Risk Factors (CRESCENDO)
Protocol #EFC5826
Site Sub-Investigator
- 2006 JOSTENT GraftMaster Coronary Stent Graft Device (Humanitarian Device Exemption)
Site Principal Investigator
- 2006 A Post-Approval Study of the Guidant Carotid Stent Systems and Embolic Protection Systems (Carotid RX ACCULINK/ACCUNET Post-Approval Trial to Uncover Unanticipated and Rare Events: CAPTURE 2)
Protocol #05-716
Site Sub-Investigator
- 2006 A Clinical Trial Comparing Treatment with Cangrelor (in Combination with Usual Care) to Usual Care, in Subjects who Require Percutaneous Coronary Intervention: CHAMPION Platform
Protocol #TMC-CAN-05-03
Site Sub-Investigator
- 2006 A Clinical Trial Comparing Cangrelor to Clopidogrel in Subjects Who Require Percutaneous Coronary Intervention: CHAMPION PCI
Protocol #TMC-CAN-05-02
Site Sub-Investigator
- 2006 Stenting and Angioplasty with Protection in Patients at High Risk for Endarterectomy
Protocol # P06-3603: SAPPHIRE WW
Site Principal Investigator
- 2006 A Randomized, Double-Blind, Placebo-Controlled, Multicenter, Dose-Escalation and Dose-Confirmation Study to Evaluate the Safety and Efficacy of Rivaroxaban in Combination with Aspirin Alone or with Aspirin and a Thienopyridine in Subjects with Acute Coronary Syndromes (ATLAS ACS TIMI 46)
Protocol #39039039-ACS-2001 / Impact 11898
Site Principal Investigator
- 2007 Carotid Stenting for High Surgical-Risk Patients; Evaluating Outcomes through the Collection of Clinical Evidence (CHOICE)
Protocol #06-717
Site Sub-Investigator

ROBERT A. IAFFALDANO, M.D.

Original Publications:

1. Taylor CB, Coffey T, Berra K, Iaffaldano R, Casey K, Haskell WL: Seven-day activity and self report compared to a direct measure of physical activity. *Am J Epidemiol* 1984; 120(6):818-824.
2. Quyyumi AA, Iaffaldano RA, Guerrero JL, Ryan C, Powell WJ, Axelrod L: The role of prostacyclin in the pathogenesis of the hemodynamic abnormalities of diabetic ketoacidosis in the rat. *Diabetes* 1989; 38:1585-1594.
3. Cornish KG, Barazanji MW, Iaffaldano RA: Neural and hormonal control of blood pressure in conscious monkeys. *Am J Physiol* 1990; 258:H107-H11
4. Iaffaldano RA, Jones P, Lewis BE, Eleftheriades EG, Johnson SA, McKiernan TL: Percutaneous balloon pericardiotomy: A double-balloon technique. *Catheter Cardiovasc Diagn* 1995; 36:79-81.
5. Iaffaldano RA, Lewis BE, Johnson SA, Pifarre R, McKiernan TL: Patency of cryopreserved vein grafts as conduits for coronary artery bypass surgery. *Chest* 1995; 108(3):725-729.
6. Stella JF, Stella RE, Iaffaldano RA, et al: Anticoagulation with bivalirudin during percutaneous coronary intervention for ST-segment elevation myocardial infarction. *J Invasive Cardiol* 16(9):451-54, 2004.

Abstracts:

1. Iaffaldano RA, Eye J, Gilmore JP, Cornish KG: The effects of dopamine blockade on the renal response to volume expansion. *Fed Proc* 1985; 44(5):1741.
2. Iaffaldano RA, Quyyumi A, Guerrero JL, Graham RM, Powell Jr. WJ: Central nervous system alpha 2 adrenergic stimulation and systemic vascular capacity. *Circulation* 1986; Suppl 74(4):1495.
3. Cornish KG, Clark C, Iaffaldano RA: The role of AII, ADH, and the autonomic nervous system in the control of blood pressure in the conscious monkey. *Fed Proc* 1986; 45:296.
4. Quyyumi AA, Iaffaldano RA, Guerrero JL, Ryan C, Powell WJ, Axelrod L: The role of prostacyclin in the Pathogenesis of the hemodynamic abnormalities in diabetic ketoacidosis. *Clin Res* 1987; 35(3):575A.
5. Lewis BE, Iaffaldano RA, McKiernan TL, Rao L, Donkin J, Walenga JM. Report of successful use of argatroban as an alternative anticoagulant during coronary stent implantation in a patient with heparin-induced thrombocytopenia and thrombosis syndrome. *Catheter Cardiovasc Diagn* 1996 June; 38(2):206-9.

ATTACHMENT 25-11

Criterion 1110.1540(j) -- Charge Commitment

Owner's Certification

A letter from the Applicant, which certifies the Applicant's commitment to maintain the above charges for the proposed ASTC's first two (2) years of operation, is attached immediately following this page. A chart attached to this certification letter provides a list of procedures that will be performed at the proposed ASTC, along with the appropriate CPT/HCPCS code for each procedure and the charge associated with each.

ATTACHMENT 25-11

Criterion 1110.1540(j) -- Charge Commitment

October 1, 2017

Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761
Attention: State Board Chairperson Kathryn J. Olson

Re: Charge Commitment

Dear Chairperson Olson:

Pursuant to 77 Ill. Adm. Code § 1110.1540(j)(2), on behalf of Premier Cardiac Surgery Center, LLC ("Applicant"), I submit a statement of all charges, except for any professional fee, a copy of which is attached to this letter as Exhibit A. I hereby commit that the attached charge schedule will not be increased, at a minimum, for the first two (2) years of operation following the establishment and opening of the proposed ASTC, which will be located at 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803.

Respectfully Submitted,



Ronald E. Stella, M.D.
President
Premier Cardiac Surgery Center, LLC

NOTARY:

Subscribed and sworn to me this 12th day of October, 2017



Notary Public

Seal:

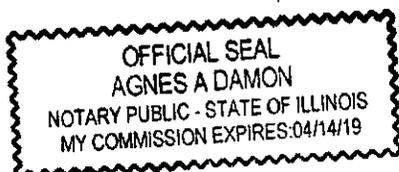


EXHIBIT A

Proposed ASTC Charges

(see attached)

CPT Code	Chg Procedure Code Desc	Fee
33206	PERM PACEMAKER; ATRIAL	\$ 23,343
33207	PERM PACEMAKR; VENTRICULAR	\$ 22,975
33208	PERM PACER; AV SEQUENTIAL	\$ 23,517
33210	TEMP PACER, SINGLE CHAMBER	\$ 11,092
33212	PERM PACER GENERATOR; S/C	\$ 17,151
33213	PERM PACER GENERATOR; D/C	\$ 23,228
33215	REPOSTN RA OR RV ELECTROD	\$ 3,854
33216	INSERT ELECTROD; 1 CHAMBER	\$ 15,748
33221	PACEMAKER PULSE GENERATOR	\$ 38,432
33223	ICD SKIN POCKET REVISION	\$ 2,331
33224	INSRT LV ELECTR-NEW SYS	\$ 23,314
33227	RMV/REPLACE PERM PACER SL	\$ 17,078
33228	RMV/REPLACE PERM PACER DL	\$ 22,986
33229	RMV/REPLACE PERM PACER ML	\$ 37,395
33233	REMOVE PACEMAKER GENERATR	\$ 11,092
33241	REMOVE AICD GENERATOR	\$ 4,179
33249	IMPLANT AICD LEAD(S) +GEN	\$ 80,666
33262	REMOVE/INSERT AICD/GEN SL	\$ 57,900
33263	REMOVE/INSERT AICD/GEN DL	\$ 58,476
33264	REMOVE/INSER AICD/GEN ML	\$ 81,030
33270	SUBQ PM SYSTEM (GEN/LEAD)	\$ 80,356
33282	IMPLANT EVENT RECORDR-ILR	\$ 18,520
33284	REMV IMPLANT EVENT RECRDR	\$ 880
37220	REVASCULARIZATION ILIAC ARTERY	\$ 6,693
37221	RREVASCULARIZATION ILIAC ARTERYw/STENT	\$ 18,325
37224	REVASCULARIZATION FEMORAL/POPLITEAL ARTERY	\$ 10,523
37225	REVASCULARIZATION FEMORAL/POPLITEAL ARTERY w/ARTHERECTOMY	\$ 22,570
37226	REVASCULARIZATION FEMORAL/POPLITEAL ARTERY w/STENT	\$ 19,904
37227	REVASCULARIZATION FEMORAL/POPLITEAL ARTERY w/ARTHERECTOMY and STENT	\$ 32,933
37228	REVASCULARIZATION TIBEAL/PERONEAL ARTERY	\$ 12,687
37229	REVASCULARIZATION TIBEAL/PERONEAL ARTERY w/ARTHERECTOMY	\$ 30,497
37230	REVASCULARIZATION TIBEAL/PERONEAL ARTERY w/STENT	\$ 30,567

37231	REVASCULARIZATION TIBIAL/PERONEAL ARTERY w/ARTHERECTOMYand STENT	\$ 30,103
37236	TRANSCATHETER PLACEMENT OF AN INTRAVASCULAR STENT; INITIAL ARTERY	\$ 12,687
37238	TRANSCATHETER PLACEMENT OF AN INTRAVASCULAR STENT; INITIAL VEIN	\$ 19,192

ATTACHMENT 25-12

Criterion 1110.1540(k) – Assurances

Peer Review Program

The Applicant hereby attests that a peer review program will be implemented before the surgery center becomes operational. This program will evaluate cases and determine whether or not patient outcomes are consistent with quality standards established by federal and state law and regulations, plus any applicable quality standards required by professional organizations governing ASTC services. If patient outcomes do not meet or exceed such standards, the Applicant will have a quality improvement plan in place to address substandard patient outcomes.

Utilization Standards

(a) Summary

The State Board has established utilization standards for certain departments, clinical service areas, and facilities. Specifically, the Applicant must document that, by the end of the second year of operation, the annual utilization of the clinical service areas shall meet or exceed the applicable utilization standards. For ambulatory surgical treatment centers, the Applicant must demonstrate 1,500 of surgical time for each procedure room requested. As explained throughout this application, the Applicant expects to meet this state standard by the end of the first full year of operation following project completion (estimated to occur on or before October 31, 2018).

(b) Estimated Time Per Procedure

Per industry norms, the average turnover time per procedure will average around 90 minutes, which includes 15 minutes for setup time, 60 minutes to complete the surgical procedure, and 15 minutes for cleanup time. Thus, the average time per procedure will be a total of 1.5 hours, which is consistent with the national average for cardiology-focused surgery centers.

By the end of the first full year of operation, the Applicant expects to meet or exceed the ASTC utilization standards for procedure rooms. By the end of calendar year 2018, the Applicant expects to have completed 1,000 cases at an average time of 1.5 hours per case. Based on these figures, the proposed ASTC will achieve target utilization of 1,500 hours for the one procedure room.

October 1, 2017

Illinois Health Facilities and Services Review Board
Illinois Department of Public Health
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761
Attention: Chairperson Olson

Re: Assurances

Dear Chairperson Olson:

Pursuant to 77 Ill. Adm. Code § 1110.1540(k), on behalf of Premier Cardiac Surgery Center, LLC ("Applicant"), I hereby attest that a peer review program will be implemented before the ambulatory surgical treatment center ("ASTC") proposed by the Applicant becomes operational. The Applicant's program will evaluate cases and determine whether or not patient outcomes are consistent with quality standards established by federal and state law and regulations, plus any applicable quality standards required by professional organizations governing ASTC services. If patient outcomes do not meet or exceed such standards, the Applicant will have a quality improvement plan in place to address substandard patient outcomes.

Furthermore, the Applicant hereby attests that, in the second year of operation after the project completion date, the annual utilization of the surgical/treatment rooms will meet or exceed the utilization standard specified in 77 Ill. Adm. Code 1100. Documentation to support this certification is provided in the Applicant's certificate of need permit application at Attachment 25-12.

Respectfully Submitted,



Ronald E. Stella, M.D.
President
Premier Cardiac Surgery Center, LLC

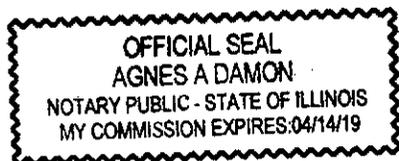
NOTARY:

Subscribed and sworn to me this 12th day of October, 2017



Notary Public

Seal:



ATTACHMENT 34

**Criterion 1120.120
Availability of Funds**

The project will be entirely funded with cash made available to the CON permit Applicant (Premier Cardiac Surgery Center, LLC) upon permit issuance. Heart Care Centers of Illinois, the sole member of the Applicant's limited liability company ("HCCI"), will infuse all cash necessary to fund the project's non-lease related budget lines and to make initial rent payments on the space sublease and an equipment sublease. Because the project will be funded entirely with cash, Criterion 1120.120 is not applicable to this project.

- A resolution approved by the Applicant (i.e., the entity that will own and operate the proposed ambulatory surgical treatment center), and a related resolution approved by HCCI (i.e., the entity holding 100% of the membership interests in the Applicant), immediately follows this page. These resolutions approve the use of existing funds by the Applicant, providing evidence that the project will be funded entirely by available cash.

**UNANIMOUS WRITTEN CONSENT OF THE SOLE MEMBER
OF
PREMIER CARDIAC SURGERY CENTER, LLC**

This **UNANIMOUS WRITTEN CONSENT** ("Consent") of the sole member ("Sole Member") of Premier Cardiac Surgery Center, LLC ("Company"), is made and entered into as of the 12th day of October, 2017 ("Effective Date"), by its Sole Member. Pursuant to the provisions of the Illinois Limited Liability Company Act, 805 ILCS 180/1-1 et seq., the Sole Member does hereby: (i) consent to taking action on the following resolutions through this written consent; (ii) indicate the unanimous consent of the undersigned in favor of such resolutions; and (iii) direct that this consent be filed with the Company as minutes of the proceedings in lieu of a meeting of the Sole Member of the Company.

RECITALS

WHEREAS, Heart Care Centers of Illinois, the Company's Sole Member, wishes to provide an adequate amount of cash to the Company for the purpose of capitalizing the business and thereafter satisfying project funding requirements in regard to a certificate of need ("CON") permit application to establish an ambulatory surgical treatment center ("ASTC"), which will be submitted by the Company to the Illinois Health Facilities and Services Review Board ("State Board") on or about October 18, 2017; and

WHEREAS, the Company wishes to accept said capitalization via an infusion of cash from the Sole Member, without any expectation of repayment, immediately following the granting of a CON permit by the State Board; and

WHEREAS, the Company believes that accepting the transfer of cash from the Sole Member is in the best interests of its business, which shall ensure that the Company is able to proceed with the CON permit application without delay.

NOW, THEREFORE, BE IT RESOLVED, that the following resolutions be approved by the Sole Member of the Company;

FURTHER RESOLVED, that the Sole Member of the Company, or any of its authorized representatives, are hereby authorized and empowered to make, execute, and deliver, in the name of and on behalf of the Company, any and all documents, instruments, agreements, affidavits, or certificates of any kind or nature whatsoever, and to take from time to time any actions that such Sole Member or in their discretion determine to be appropriate, to effect the execution of this written consent and the prosecution of the Company's CON permit application; and

FURTHER RESOLVED, that Ronald A. Stella, M.D. is hereby authorized by the Sole Member to act on its behalf to effectuate the intent of this written consent.

[Signature Page Follows]

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, on behalf of the Sole Member of the Company, representing one hundred percent (100%) of all membership interests, has executed this Unanimous Written Consent, which shall be effective as of the day first written above.

SOLE MEMBER:

HEART CARE CENTERS OF ILLINOIS, S.C.

By:



Robert A. Iaffaldano, M.D.
Authorized Shareholder

**UNANIMOUS WRITTEN CONSENT OF THE SHAREHOLDERS
OF
HEART CARE CENTERS OF ILLINOIS, S.C.**

This **UNANIMOUS WRITTEN CONSENT** ("Consent") of the shareholders ("Shareholders") of Heart Care Centers of Illinois, S.C. ("Corporation"), is made and entered into as of the 12th day of October, 2017 ("Effective Date"), by and between its Shareholders. Upon the written execution of this Consent, the Shareholders hereby: (i) consent to taking action on the following resolutions through this written consent; (ii) indicate the unanimous consent of the undersigned in favor of such resolutions; and (iii) direct that this consent be filed with the Corporation as minutes of the proceedings in lieu of a meeting of the Shareholders.

RECITALS

WHEREAS, the Corporation recently formed Premier Cardiac Surgery Center, LLC, an Illinois limited liability company ("PCSC"), of which the Corporation is the sole owner, and

WHEREAS, the Corporation formed PSCS as a separate and distinct entity that intends to own and operate a Medicare-certified, state-licensed ambulatory surgical treatment center ("ASTC") in Merrionette Park, Illinois, a project that requires the Corporation and PSCS to obtain a certificate of need ("CON") permit from the Illinois Health Facilities and Services Review Board ("State Board") before establishing a new health care facility; and

WHEREAS, the Corporation wishes to provide when necessary an adequate amount of cash to PCSC for the purpose of capitalizing the new business in an amount that is necessary to satisfy CON project funding requirements; and

WHEREAS, PCSC wishes to accept said capitalization via an infusion of cash from the Corporation, without any expectation of repayment, which shall occur on a date deemed acceptable by the State Board; and

WHEREAS, the PCSC believes that accepting the transfer of cash from the Corporation to capitalize the business and fund the CON permit application is in the best interests of the PCSC.

NOW, THEREFORE, BE IT RESOLVED, that the following resolutions be approved by the Shareholders of the Corporation;

RESOLVED, that the Corporation approves the transfer of cash to PCSC in the full amount required for CON purposes, which shall occur on a date deemed acceptable by the State Board; and

FURTHER RESOLVED, that the Corporation, or any of its authorized representatives, are hereby authorized and empowered to make, execute, and deliver, in the name of and on behalf of the Corporation, any and all documents, instruments, agreements, affidavits, or certificates of any kind or nature whatsoever, and to take from time to time any actions that Corporation or any of its authorized representatives in their discretion determine to be

FURTHER RESOLVED, that Robert Iaffaldano, M.D. is hereby authorized by the Corporation to act on its behalf to effectuate the intent of this written consent.

IN WITNESS WHEREOF, the undersigned, on behalf of the Corporation, representing one hundred percent (100%) of all shares held by the Shareholder, have executed this Unanimous Written Consent, which shall be effective as of the day first written above.

SHAREHOLDERS:

George Aziz, M.D.

Stavros Maragos, M.D.

Christopher D. Bane, M.D.

Robert Prentice, D.O.

Roy Bliley, M.D.

Kishin Ramani, M.D.

David Cusick, M.D.

Henry Shin, M.D.

Kurt Erickson, M.D.

Dominic Stella, M.D.

Robert Iaffaldano, M.D.

Joseph Stella, M.D.

Peter Kakavas, M.D.

Ronald Stella, M.D.

Thomas Kason, M.D.

Sean Tierney, M.D.

Charles Kinder, M.D.

ATTACHMENT 35

**Criterion 1120.130
Financial Viability Waiver**

The project will be entirely funded with cash made available to the CON permit Applicant resulting from physician investors purchasing units in the Applicant's limited liability company; therefore, Criterion 1120.130 is not applicable.

ATTACHMENT 36

**Criterion 1120.130
Viability Ratios**

The project will be entirely funded with cash made available to the CON permit Applicant resulting from physician investors purchasing units in the Applicant's limited liability company; therefore, Criterion 1120.130 is not applicable.

ATTACHMENT 37

**Criterion 1120.140
Economic Feasibility**

A. Reasonableness of Financing Arrangements

A signed and notarized statement from the Applicant is attached immediately following this attachment. The statement attests that the project is being funded entirely by available cash and that no financing will be secured to pay for the development of the proposed surgery center.

B. Conditions of Debt Financing

The only debt in this project results from a sublease that will be entered into between the existing tenant and the Applicant and an equipment sublease that will be drafted following permit issuance. The following documents are attached immediately following this attachment:

1. A copy of an existing lease between the site owner and an affiliate of the Applicant.
2. A copy of the Letter of Intent to Sublease, which upon permit issuance, will be replaced by a formal sublease agreement between the two parties as soon as said parties agree to the final terms after CON permit issuance.
3. A signed and notarized statement from the Applicant, which certifies that the project involves the leasing of a health care facility, and that expenses related to the lease are less costly than constructing a new facility.

C. Reasonableness of Project and Related Costs

The following chart identifies the department impacted by the proposed project (the entire ASTC as proposed) and provides a cost and square footage allocation related to this modernization project.

Cost and Gross Square Feet By Department or Service									
Department (list Below)	A	B	C	D	E	F	G	H	Total Cost (G+H)
	Cost/Square Foot new Mod.		Gross Sq Ft New Circ.*		Gross Sq Ft Mod. Circ.*		Const. \$ (AXC)	Mod. \$ (BXE)	
ASTC (Clinical and Non- Clinical)		\$202.98		4,172				\$846,814	\$846,814
Contingency									
TOTAL		\$202.98		4,172				\$846,814	\$846,814

* Include the percentage (%) of space for circulation

D. Projected Operating Costs

The following information represents the projected direct annual operating costs for the first full year operating at target utilization, but no more than two years following the date of project completion:

Year 2019

Operating Expenses: \$1,100,000

Procedures: 1,000

Operating Expense/Procedure: \$1,100

E. Total Effect of the Project on Capital Costs

The following information represents the total projected annual capital costs for the first full year operating at target utilization, but no more than two years following the date of project completion:

Year 2019

Capital Costs: \$846,814

Procedures: 1,000

Capital Costs/Procedure: \$846.81

ATTACHMENT A
Reasonableness of Financing Arrangements
(see attached)

October 12, 2017

Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761
Attention: State Board Chairperson Kathryn J. Olson

Re: Criterion 1120.140, Economic Feasibility, Reasonableness of Financing Arrangements

Dear Chairperson Olson:

Premier Cardiac Surgery Center, LLC ("Applicant") will fund the development of the proposed ambulatory surgical treatment center entirely with cash. The unencumbered funds will result from a cash capitalization of the Applicant's limited liability company, which will be made by the Applicant's sole member, Heart Care Centers of Illinois, S.C. ("HCCI"), on a date determined by the Illinois Health Facilities and Services Review Board ("State Board"). Furthermore, no financing will be secured to pay for the development of the proposed surgery center; however, the Applicant will enter into a sublease agreement for the project site and a sublease agreement in regard to medical equipment.

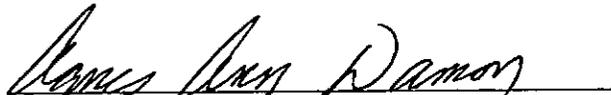
Respectfully Submitted,



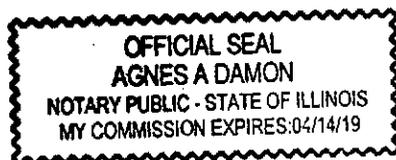
Ronald E. Stella, M.D.
President
Premier Cardiac Surgery Center, LLC

NOTARY:

Subscribed and sworn to me this 18th day of October, 2017


Notary Public

Seal:



ATTACHMENT B
Conditions of Debt Financing
(see attached)

October 1, 2017

Illinois Health Facilities and Services Review Board
525 West Jefferson St., 2nd Floor
Springfield, Illinois 62761
Attention: State Board Chairperson Kathryn J. Olson

Re: Criterion 1120.140, Economic Feasibility, Conditions of Debt Financing

Dear Chairperson Olson:

Pursuant to State Board review criteria 1120.140(b), on behalf of Premier Cardiac Surgery Center, LLC ("Applicant"), I hereby provide this signed and notarized statement, which certifies that the proposed project to establish an ambulatory surgical treatment center at 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 involves the leasing of a health care facility, and that expenses related to the lease are less costly than constructing a new facility.

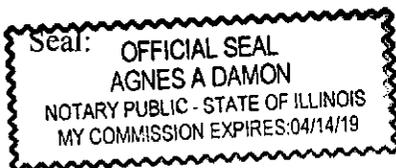
Respectfully Submitted,



Ronald E. Stella, M.D.
President
Premier Cardiac Surgery Center, LLC

NOTARY:

Subscribed and sworn to me this 12th day of October, 2017


Notary Public

LEASE

BETWEEN

**CORINTHIAN KEDZIE LLC
as Landlord**

AND

**MIDWEST PHYSICIAN ALLIANCE, INC.
as Tenant**

FOR THE PREMISES LOCATED AT

**11560 SOUTH KEDZIE AVENUE
MERRIONETTE PARK, ILLINOIS 60803**

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LEASE

THIS LEASE made as of the 6th day of April, 2016 between CORINTHIAN KEDZIE LLC, an Illinois limited liability company ("Landlord"), whose principal place of business is located at 11600 South Kedzie Avenue, Merrionette Park, IL 60803, and MIDWEST PHYSICIAN ALLIANCE, INC., an Illinois corporation ("Tenant"), whose principal place of business is located at 13001 S 104th Avenue, Suite 100, Palos Park, IL 60464.

ARTICLE 1 – BASIC PROVISIONS

- A. **Tenant's Trade Name:** Heart Care Centers of Illinois
- B. **Building:** 11560 South Kedzie Avenue, Merrionette Park, Illinois 60803-6307
- C. **Project:** The Merrionette Park Medical Center is comprised of the Building, 11600 South Kedzie Avenue and 11630 South Kedzie Avenue in Merrionette Park, IL (the "Project").
- D. **Premises:** Approximately 11,440 rentable square feet ("RSF") of the first (1st) floor of the Building, the location of which is shown cross-hatched on Exhibit A attached hereto and made a part hereof. The suite numbers that can be used by Tenant are Suite 100 and Suite 102.
- E. **Proportionate Share:** The Building is comprised of 41,969 RSF. Using the current Premises RSF above, the Tenant's Proportionate share is 27.258%. The final Proportionate Share shall be calculated once the final Plan is approved in writing by Tenant.
- F. **Term:** Ten (10) Years.
- G. **Anticipated Commencement Date:** August 1, 2016.
- H. **Commencement Date:** The date Landlord delivers possession of the Premises to Tenant.
- I. **Rent Commencement Date:** The ninth (9th) month following the Commencement Date. Tenant will not be required to pay any Minimum Rent, Taxes or Expenses for the first full eight (8) months of the Term.
- J. **Expiration Date:** The last day of the one hundred twentieth (120th) full calendar month following the Commencement Date.
- K. **Permitted Use:** General business and medical services including medical exam rooms and other clinical use related to cardiological services.
- L. **Minimum Rent:** Minimum Rent below excludes all Taxes and Expenses.

Year	Net Rate Per RSF	Monthly Rent*	Annual Rent*
Year 1	\$19.25	\$18,351.67	\$220,220
Year 2	\$19.72	\$18,799.73	\$225,596.80
Year 3	\$20.21	\$19,266.87	\$231,202.40
Year 4	\$20.70	\$19,734.00	\$236,808
Year 5	\$21.21	\$20,220.20	\$242,642.40
Year 6	\$21.73	\$20,715.93	\$248,591.20
Year 7	\$22.26	\$21,221.20	\$254,654.40
Year 8	\$22.80	\$21,736.00	\$260,832.00
Year 9	\$23.36	\$22,269.87	\$267,238.40
Year 10	\$23.94	\$22,822.80	\$273,873.60

*Based on 11,440 RSF

M. **Security Deposit:** None.

N. **Rent Payment Address:** Tenant shall forward all Rent and insurance certificates to Landlord at the following address, or such other address as to which Landlord shall provide advance notice:

Corinthian Kedzie LLC
11600 S Kedzie Avenue
Merrionette Park, IL 60803

O. **Rent Shall Be Payable To:** Corinthian Kedzie LLC, or such other entity as Landlord shall designate from time to time in writing.

The foregoing provisions shall be interpreted and applied in accordance with the other provisions of this Lease set forth below. The terms in this Article, and the terms defined in Article 28, shall have the meanings specified therefor, herein or therein, when used as capitalized terms in other provisions of this Lease.

ARTICLE 2 -- BASE BUILDING WORK BY LANDLORD

All Base Building Work to the Building and Premises shall be at Landlord's sole cost and expense and shall be completed prior to the date which Tenant commences its installation work. Landlord agrees to deliver as its Base Building Work construction of a canopy over the front entrance to the Building similar to the ones on the other two (2) buildings in the Project as depicted on Exhibit B; completion of the common area lobbies, hallways, entrances and exits of the Building; acceptable (by code) separation of all the Building mechanical systems, electrical service and distribution, and fire and life safety systems as for a comparable multi-tenant building in the area and as approved in writing by Tenant.

ARTICLE 3 -- PREMISES, TERM AND COMMENCEMENT DATE

A. **Initial Term.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises for a term ("Term") commencing on the Commencement Date and ending on the Expiration Date set forth in Article 1, unless sooner terminated as provided herein, subject to the provisions herein contained. Landlord currently anticipates that the Commencement Date will be the Anticipated Commencement Date set forth in Article 1. Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week during the Term hereof and any Renewal Options. If Landlord delays delivering possession of the Premises beyond the Anticipated Commencement Date, this Lease shall not be void or voidable and Landlord shall pay Tenant one (1) day of Rent for every one (1) day of delay beyond the Anticipated Commencement Date through August 31, 2016 and two (2) days of Rent for every one (1) day of delay beyond August 31, 2016. If the Commencement Date is delayed due to any act or omission of Tenant, the Commencement Date shall instead be the date Landlord would have delivered possession of the Premises to Tenant absent such delay. Landlord and Tenant shall confirm in writing the Commencement Date, the Rent Commencement Date and the Expiration Date hereunder in a separate agreement prepared by Landlord. Notwithstanding anything contained herein to the contrary, if Landlord fails to deliver possession of the Premises by October 1, 2016, then Tenant shall have the option to terminate this Lease. Tenant, at no charge, shall be permitted prior access and use of the Premises during and after construction along with its agents, contractors, architects and consultants. Such right of access shall include access to and use of the electrical service and all other Common Areas of the Building.

B. **Right of First Offer.** Throughout the Term and any Renewal Term, provided Tenant is not then in Default under this Lease, Tenant shall have the right ("Right of First Offer") to lease any portion of the first (1st) floor of the Building in its then as-is condition ("Proposed Lease Space") when all or a portion thereof becomes available for leasing by Landlord to any third-party. At such time as all or a portion of such space becomes available for leasing, Landlord shall deliver written notice to Tenant ("ROFO Notice") identifying (i) the proposed monthly rent ("Proposed Monthly Rent") for the Proposed Lease Space, (ii) such other relevant business terms agreed to by the parties ("Proposed Terms"), and (iii) the date upon which the term of the Proposed Lease is to commence ("Proposed Commencement Date"). For a period of ten (10) days

following Landlord's delivery of the ROFO Notice ("ROFO Exercise Period") Tenant shall have the right to sublease the Proposed Lease Space commencing on the Proposed Commencement Date, or such other date as Landlord and Tenant may mutually agree upon, for an amount equal to the Proposed Monthly Rent and on the Proposed Terms. If Tenant does not exercise its option to lease the Proposed Lease Space prior to the expiration of the ROFO Exercise Period, then Landlord may proceed to lease for the Proposed Lease Space (or any portion thereof), at any time on terms substantially equivalent to those set forth in the ROFO Notice.

C. Renewal Options.

1. Landlord hereby grants Tenant two (2) options (each, a "Renewal Option") to renew the Term, each for a period of five (5) years (each, a "Renewal Term"), upon the following terms and conditions:

(a) Tenant gives Landlord written notice of Tenant's election to exercise a Renewal Option (each, an "Exercise Notice") not later than nine (9) months prior to the expiration date of the then current Term; and

(b) Tenant is not in Default under this Lease beyond any applicable cure dates, either on the date Tenant exercises such Renewal Option or on the expiration date of then current Term, and this Lease is in full force and effect on the date on which Tenant exercises such Renewal Option and on the expiration date of the then current Term.

2. If Tenant timely and properly exercises the Renewal Option, the Minimum Rent payable for the Renewal Term (a "Renewal Term"), as applicable, shall be at current market rent ("Market Rate") defined below. With respect to the Renewal Options, and the right of first offer provision pertaining to the Proposed Lease Space hereunder, the applicable fair market value rental rate ("Market Rate") shall be that rate charged to tenants of comparable size, location, and conditions in comparable office buildings located in the Merrionette Park, Illinois area's suburban office market. In addition, the following shall be taken into consideration: the location, quality and age of the building; the use, size and floor level(s) of the space in question; all concessions (including, but not limited to all allowances, abatements, inducements, credits, etc.); extent of services provided or to be provided; distinction between "gross" and "net" lease; base year or dollar amounts for escalation purposes (both operating expenses and ad valorem/real estate taxes); credit standing and financial stature of the tenant; lease term; the time the particular rental rate under consideration was agreed upon and became or is to become effective; the payment of any leasing commissions and/or fees/bonuses in lieu thereof, whether to the respective landlord, any person or entity affiliated with that landlord, or otherwise; and any other relevant terms and conditions pertinent in making such Market Rate determination.

If Landlord and Tenant do not agree on the Market Rate within ninety (90) days after Tenant delivers an Exercise Notice to Landlord, said option shall be considered null and void.

3. Tenant shall have no further options to renew the Term of this Lease beyond the expiration dates of the Renewal Terms.

4. Landlord shall not be obligated to perform any leasehold improvement work in the Premises or give Tenant any allowance for any such work or any other purposes during or for any Renewal Term.

5. Except for the rate of Minimum Rent, all of the terms and provisions of this Lease shall remain the same and in full force and effect during each Renewal Term.

6. The Renewal Option shall automatically terminate and become null and void upon the earlier to occur of (1) the expiration or termination of this Lease, (2) the termination of Tenant's right to possession of all or any part of the Premises, or (3) the failure of Tenant to timely or properly exercise the Renewal Option.

D. Contraction Option

1. Tenant shall have an option (the "Contraction Option") to terminate a portion of the Premises (the approximate 4,210 RSF Cath Lab ("Contracted Space") (the exact size of which to be finalized once the final plans are approved by Tenant). The Contraction Option is granted subject to the following terms and conditions:

(a) Tenant gives Landlord twelve (12) months advance written notice of Tenant's election to exercise the Contraction Option with the contraction to be effective during months sixty-one (61) through sixty-nine (69) of the initial Term on such date as specified by Tenant in its written notice ("Contraction Date").

(b) Tenant is not in any Default under this Lease beyond any applicable cure period, either on the date that Tenant exercises the Contraction Option or on the Contraction Date.

(c) Tenant pays a contraction fee of \$3,100 per month multiplied by the number of months remaining on the initial Term (the "Contraction Fee"). The Contraction Fee shall be paid fifty percent (50%) with the written notice and fifty percent (50%) on or before forty-five (45) days prior to the Contraction Date.

2. If Tenant timely and properly exercises the Contraction Option (1) all Rent payable under this Lease shall be paid through and apportioned as of the Contraction Date and (2) neither party shall have any rights, estates, liabilities or obligations under this Lease with respect to the Contracted Space for the period accruing after the Contraction Date, except those which, by the provisions of this Lease, are intended to survive the expiration or termination of the Term of this Lease.

3. Tenant shall surrender the Contracted Space in accordance with Article 16.

ARTICLE 4 -- MINIMUM RENT

Tenant shall pay Landlord the monthly Minimum Rent set forth in Article 1 in advance on or before the first day of each calendar month during the Term from and after the Rent Commencement Date. Said Minimum Rent excludes all Taxes and Expenses as outlined below.

ARTICLE 5 -- PAYMENT OF RENT AND PRORATIONS

A. Rent. Minimum Rent, Taxes, Expenses and any other amounts which Tenant is or becomes obligated to pay Landlord under this Lease are sometimes herein referred to collectively as "Rent", and all remedies applicable to the non-payment of Rent shall be applicable thereto. Rent shall be paid without any prior demand or notice therefor, and shall in all events be paid without any deduction, recoupment, set-off or counterclaim, and without relief from any valuation or appraisal laws. Tenant shall pay any rent tax, sales tax, service tax, transfer tax, value added tax, or any other applicable tax on the Rent, which burden falls on Tenant. Landlord may apply payments received from Tenant to any obligations of Tenant then accrued, without regard to such obligations as may be designated by Tenant.

B. Prorations. If the Rent Commencement Date is a day other than the first day of a calendar month or if the Term ends on a day other than the last day of a calendar month, the Minimum Rent, monthly payments of estimated Taxes and Expenses and any other amounts payable on a monthly basis shall be prorated on a per diem basis for such partial calendar months. If the Minimum Rent is scheduled to increase under Article 1 other than on the first day of a calendar month, the amount for such month shall be prorated on a per diem basis to reflect the number of days of such month at the then current and increased rates, respectively. If the Rent Commencement Date is other than on January 1, or the Term ends other than on December 31, Tenant's obligations to pay amounts towards actual Taxes and Expenses for such first or final calendar years shall be prorated on a per diem basis to reflect the portion of such years included in the Term.

ARTICLE 6 – TAXES AND EXPENSES

- A. Taxes.** During each Lease Year, Tenant shall pay Landlord a minimum amount equal to \$5.50 per RSF of the Premises (the "Minimum Tax Rate"); provided, however, that such amount may increase if the actual real property taxes assessed against the Project exceed the Minimum Tax Rate. Tenant shall make such payments in the manner described below from and after the Rent Commencement Date.
- B. Expenses.** During each Lease Year, Tenant shall pay Landlord an amount equal to Tenant's Proportionate Share of the Expenses for such year, such amount to be payable in the manner described below from and after the Rent Commencement Date.
- C. Manner of Payment.** Taxes and Expenses shall be paid in the following manner:
- (a) Landlord may reasonably estimate in advance the amounts Tenant shall owe for Taxes and Expenses for any full or partial calendar year of the Term. Landlord shall make such estimate only once per year, in the same month each year, and with written notices of said estimates with a detailed statement showing how the estimates were calculated. In such event, Tenant shall pay such estimated amounts, on a monthly basis, on or before the first (1st) day of each calendar month, together with Tenant's payment of Minimum Rent.
- (b) Within ninety (90) days after the end of each calendar year (or, if the tax bills are not available within that ninety (90) day period, within thirty (30) days after the date that such tax bills are available), time being of the essence, Landlord shall provide a statement (the "Statement") to Tenant showing: (a) the amount of actual Taxes and Expenses for such calendar year, (b) any amount paid by Tenant towards Taxes and Expenses during such calendar year on an estimated basis, and (c) any revised estimate of Tenant's obligations for Taxes and Expenses for the current calendar year.
- (c) If the Statement shows that Tenant's estimated payments were less than Tenant's actual obligations for Taxes and Expenses for such year, Tenant shall pay the difference. If the Statement shows an increase in Tenant's estimated payments for the current calendar year, Tenant shall pay the difference between the new and former estimates for the period from January 1 of the current calendar year through the month in which the Statement is sent and each month thereafter. Tenant shall make such payments within thirty (30) days after Landlord sends the Statement.
- (d) If the Statement shows that Tenant's estimated payments exceeded Tenant's actual obligations for Taxes and Expenses, Tenant shall receive a credit for the difference against payments of Rent next due. If the Term shall have expired and no further Rent shall be due, Landlord shall refund such difference when Landlord sends the Statement.
- D. Tax Refunds, Supplemental Billings and Fiscal Tax Years.** Tenant shall not benefit from any tax refunds that the Landlord may receive with respect to the Project. If Taxes for any period during the Term or any extension thereof shall be increased above the Minimum Tax Rate after payment thereof by Landlord for any reason, including without limitation error, reassessment, or supplemental billing by applicable governmental or municipal authorities, Tenant shall pay Landlord within thirty (30) days after written notice with proper back-up, Tenant's Proportionate Share of such increased Taxes.
- E. Finality of Statements.** Unless Tenant takes exception to any Statement by written notice to Landlord within one hundred twenty (120) days after Landlord provides such Statement to Tenant, such Statement shall be considered final and binding on Tenant. Pending resolution of any such exceptions, Tenant shall continue paying Tenant's Proportionate Share of Taxes and Expenses in the amounts determined by Landlord, subject to adjustment between the parties after any such exceptions are resolved. Tenant will have the right, at any time within one hundred eighty (180) days following its receipt of any final annual operating expense statement, to retain an independent company or accounting firm to complete a review and audit. If such audit or review reveals that Landlord overcharged Tenant, then within fifteen (15) business days after the results of such audit are made available to Landlord, Landlord will reimburse

Tenant the amount of such overcharge plus interest at the prevailing prime interest rate ("Prime Rate"), as established from time to time by JP Morgan Chase. Tenant agrees to pay the cost of such audit; however, if the audit correctly reveals that the Landlord's determination of Tenant's Proportionate Share of Taxes and Expenses as set forth in a statement sent to Tenant was in error in Landlord's favor by more than three percent (3%), Landlord will pay the cost of such audit.

F. General Matters. In lieu of providing one Statement covering Taxes and Expenses, Landlord may provide separate Statements at the same or different times but in no event more than once per year and always in the same month for each respective item. No delay by Landlord in providing the Statement (or separate statements) shall be deemed a default by Landlord or a waiver of Landlord's right to require payment of Tenant's obligations for actual or estimated Taxes or Expenses.

G. Proration Methodology. There will be no gross-up of Taxes and Expenses that do not vary with occupancy levels. Taxes and Expenses will be calculated based on the final Premises RSF divided by the total RSF of the Building (41,969 RSF). Expenses are computed on a cash basis. Taxes are computed on the latest ascertainable tax information and Landlord will consistently apply the same methodology throughout Tenant's Term and any Extensions.

H. OPERATING EXPENSE EXCLUSIONS. Notwithstanding anything contained herein to the contrary, Expenses shall not include the following:

(a) The cost of alterations, capital improvements, equipment replacements, and other items which under generally accepted accounting principles are properly classified as capital expenditures, except for those capital improvements intended to reduce operating expenses (but only to the extent that operating expenses are actually reduced). Costs of a capital nature, except as provided below, including, but not limited to, capital additions, capital improvements, capital repairs, capital alterations, capital replacements, capital equipment and capital tools, and/or capital redesign, all in accordance with generally accepted accounting principles, consistently applied. Amortization charges on account of any capital expenditure incurred by Landlord to effect an annual net reduction in Operating Expenses to the extent that such charge (inclusive of financing costs, all amortized over the reasonable life of the capital investment item in accordance with generally accepted accounting principles, consistently applied, but in no event to extend beyond the useful life of the Building), in each instance, exceeds the anticipated savings in Operating Expenses attributable to such expenditure in any given year.

(b) Expenses incurred for business interruption or rental value insurance.

(c) Leasing commissions, attorney's fees, costs, disbursements and other expenses incurred by Landlord or its agents in connection with negotiations for leases with tenants, other occupants or prospective tenants of the Building, and similar costs incurred in connection with disputes with and/or enforcement of any leases with tenants, other occupants, or prospective tenants of the Building.

(d) "Tenant allowances", "tenant concessions", work letters, and other costs or expenses (including permit, license and inspection fees) incurred in completing, featuring, furnishing, renovating or otherwise improving, decorating or redecorating space for tenants or other occupants of the Building, or vacant, leasable space in the Building, including space planning/interior design and engineering fees for same.

(e) Repairs, alternations, additions, improvements, or replacements made to rectify or correct any defect in the original design, materials or workmanship of the Building or Common Areas. Costs of correcting defects, including any allowances for same, in the construction of the Building (including latent defects) or equipment used therein (or the replacement of defective equipment), any associated parking facilities, or other improvements, or in the equipment use therein.

(f) Costs or expenses (including fines, penalties and legal fees) incurred due to the violation by Landlord, its employees, agents and contractors, any tenant (other than Tenant) or other occupant of the

Building, of any terms and conditions (other than by Tenant) of this Lease or of the leases of other tenants in the Building, and of any valid, applicable laws, rules, regulations and codes of any federal, state, county, municipal or other governmental authority having jurisdiction over the Building that would not have incurred but for such violation by Landlord, its employees, agents and contractors, it being intended that each party shall be responsible for the costs resulting from its own violation of such leases and laws, rules, regulations and codes as same shall pertain to the Building.

(g) The cost of repairs or replacements incurred by reason of fire, windstorm or other casualty or condemnation and eminent domain (except for the reasonable deductible amounts not reimbursed after repairs are completed which were necessitated by such damage) to the extent that either (a) Landlord is compensated therefore through proceeds of insurance or condemnation awards; (b) Landlord failed to obtain insurance against such fire or casualty, if insurance was available at a commercially reasonable rate, against a risk of such nature at the time of same; or (c) Landlord is not fully compensated therefore due to the coinsurance provisions of its insurance policies on account of Landlord's failure to obtain a sufficient amount of coverage against such risk.

(h) Rentals and other related expenses, if any, incurred in leasing air conditioning systems, elevators or other equipment ordinarily considered to be of a capital nature, except equipment which is used in providing janitorial services and which is not affixed to the Building.

(i) Any costs related to the negligence or willful misconduct of Landlord, Landlord's employees, contractors and agents.

(j) Management fees in excess of management fees paid on comparable Buildings in the office building market in the Merrionette Park, Illinois area (but in no event shall such management fee be more than four percent (4%) of Building gross revenue).

(k) Compensation paid to officers or executives of the Landlord, and except for the management fee, costs of Landlord's general overhead and general administrative expenses (individual, partnership or corporate, as the case may be), which costs would not be chargeable to Operating Expenses of the Building in accordance with generally accepted accounting principles, consistently applied.

(l) Salaries of service personnel to the extent that such personnel perform services not solely in connection with the management, operation, repair, or maintenance of the building.

(m) The cost of overtime or all other expenses to Landlord in curing its defaults.

(n) Penalties for late payments, including, without limitation, taxes, equipment leases, and all other recurring expenses.

(o) Legal fees, accounting fees, and other expenses incurred in connection with disputes with tenants or occupants of the Building or associated with the enforcement of the terms of any leases with tenants or the defense of Landlord's title or interest in the Building or any party thereof.

(p) Costs (including permits, licensing, and inspection fees) incurred in renovations or otherwise improving, decorating, painting, or altering space for tenants or other occupants or of vacant space (excluding common areas) in the building.

(q) Any cash or other consideration paid by Landlord on account of, with respect to, or in lieu of the tenant work or alterations described herein.

(r) Contributions to operating expenses reserves.

(s) Cost incurred due to liability by any other tenant of the Building pursuant to the terms and conditions of a lease.

(t) Costs of any services, items and benefits for which Tenant or any other tenant or occupant of the Building specifically reimburses Landlord or for which Tenant or any other tenant or occupant of the Building pays third parties.

(u) Costs in connection with services (including electricity), items or other benefits of a type which are not standard for the Building and which are not available to Tenant without specific charge therefore, but which are provided to another tenant or occupant of the Building, whether or not such other tenant or occupant is specifically charged therefore by Landlord.

(v) Landlord shall not collect in excess of one hundred percent (100%) of Taxes and Expenses and shall not recover any items of cost more than once.

(w) Any structural repairs and alterations, additions, improvements or replacements made to the roof. Repairs to the roof are acceptable as an operating expense.

(x) Expenses for repairs, replacements, and general maintenance paid by proceeds of insurance by Tenant or other third parties and alterations attributable solely to tenants of buildings.

(y) Interest on indebtedness or any costs of finance or refinancing the Building, Building equipment, or Building improvements, replacements, or repairs.

(z) Depreciation, other "non-cash" expense items or amortization.

(aa) The costs incurred in performing work or furnishing services for individual tenants, which work or services are in excess of work and services provided to Tenant under the Lease.

(bb) The amount of rent payable under and pursuant to any ground lease pertaining to the Building.

(cc) Losses incurred which are subject to reimbursement by other tenants of the Building.

(dd) Overtime HVAC costs or electricity costs if charged separately to other Building tenants.

(ee) Wages and costs associated with home office, off-site employees of Landlord other than the reasonable cost of professional services provided by such employees which would otherwise be provided by an outside professional.

(ff) Any advertising, promotional and marketing expenses.

(gg) Compensation paid to clerks, attendants or other persons in commercial concessions (such as a snack bar, restaurant or newsstand), if any, operated by Landlord or any subsidiary or Affiliate of Landlord.

(hh) Costs incurred in installing, operating, maintaining and/or owning (if applicable), any specialty items or services not normally installed, operated and maintained in buildings comparable to the Building and not necessary for Landlord's operation, repair and maintenance of, and the providing of required services for, the Building and any associated parking facilities, including, but not limited to, an observatory, beacon(s), broadcasting facilities (other than the Building's music system, and life support and security systems), luncheon club, athletic or recreational club, child care center, kiosks, promotions, displays and concierge.

(ii) Expenses incurred by the Landlord, if any, in connection with the operation, cleaning, repair, safety, management, security, maintenance or other services of any kind provided to any portions of the Building which are leased or designed to be used for retail, garage, storage purposes or any non-office

use. This exclusion does not include expenses incurred by Landlord with respect to the parking facilities of the Project.

(jj) Costs or expenses for sculpture, paintings or other works of art, including costs incurred with respect to the purchase, ownership, leasing, showing, promotion, repair and/or maintenance of same.

(kk) Costs for which Landlord is compensated through or reimbursed by insurance or other means of recovery.

(ll) Costs of correcting or repairing defects in the Building and any associated parking facilities, and equipment or the replacement of defective equipment; to the extent such costs are covered by warranties of manufacturers, suppliers or contractors, or are otherwise borne by parties other than Landlord.

(mm) Contributions to operating expense reserves.

(nn) Cost incurred in removing the personal property of former tenants and other occupants of the Building.

(oo) Rental and any other expenses, including wages, salaries and benefits, and adjustments thereto, for Landlord's on-site management and/or leasing offices.

(pp) Consulting costs and expenses incurred by Landlord except to the extent same relate exclusively to the improved management or operation of the Building.

(qq) Costs or fees relating to the defense of Landlord's title to or interest in the Building and land, or any part of the Project.

(rr) Compensation in the form of wages, salaries and such other compensation and benefits, as well as any adjustments thereto, for all employees and personnel of Landlord above the level of the property manager of the Building.

(ss) Taxes other than Real Estate Taxes.

(tt) Any amounts payable by Landlord by way of indemnity or for damages or which constitute a fine, interest, or penalty, including interest or penalties for any late payments of Taxes and Expenses.

(uu) Any improvement installed or work performed or any other cost or expense incurred by Landlord in order to comply with the requirements for the obtaining or renewal of a certificate of occupancy for the Building or any space therein.

(vv) If any taxes paid by Landlord and previously included in Taxes and Expenses are refunded, Landlord shall promptly pay Tenant an amount equal to the amount of such refund (less the reasonable expenses incurred by Landlord in obtaining such refund) multiplied by Tenant's Pro Rata Share in effect for the period to which such refund relates, or at Landlord's option, shall permit Tenant to offset any such refund against Rent coming due hereunder.

(ww) The operating expenses incurred by Landlord relative to retail stores and any specialty services in the Building.

(xx) Payments in respect of overhead and/or profit to any subsidiary or Affiliate (hereinafter defined) of Landlord, or to any other party, as a result of a non-competitive selection process for services on or to the Building and/or the Land, or for goods, supplies or other materials, to the extent that the costs of such services, goods, supplies and/or materials exceed the costs that would have been paid had the

services, goods, supplies or materials been provided by parties unaffiliated with Landlord, or by third parties, of similar skill, competence and experience, on a competitive basis.

(yy) Payments of principal, finance charges or interest on debt or amortization on any mortgage, deed of trust or other debt, and rental payments (or increases in same) under any ground or underlying lease or leases (except to the extent the same may be made to pay or reimburse, or may be measured by, real estate taxes).

(zz) Janitorial services related to the Premises for which Tenant contracts separately.

ARTICLE 7 – CONDITION OF PREMISES

Tenant agrees to accept the Premises, Building and any Systems and Equipment serving the Premises “as is,” without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements, except as provided in Exhibit C hereto and elsewhere in this Lease. During any period that Tenant shall be permitted or required to enter the Premises prior to the Commencement Date (to plan or perform any work required for Tenant’s initial occupancy), Tenant shall comply with all terms and provisions of this Lease, except those provisions requiring the payment of Rent.

ARTICLE 8 – TRADE FIXTURES, ALTERATIONS AND LIENS

- A. Approval.** Tenant shall not attach any fixtures, equipment or other items to the Premises or make any additions, changes, alterations or improvements to the Premises or the Systems and Equipment serving the Premises, except Tenant’s initial equipment installation as set forth on Exhibit E (“Tenant’s Initial Installation”) (which installation is accepted by Landlord), without the prior written consent of Landlord. Landlord shall not unreasonably withhold consent, except that Landlord reserves the right to withhold consent in Landlord’s sole discretion and upon affecting the structural integrity, safety or security of the Building or Premises, the Systems and Equipment, or the appearance of the Building or the Premises from outside the Premises or Building. Landlord’s consent shall not be required for any non-structural alterations to the Premises which do not affect the base Building systems.
- B. Conditions.** Except for the Tenant’s Initial Installations described in Exhibit E, Landlord reserves the right to impose requirements as a condition of such consent or otherwise in connection with Tenant’s future installations, including without limitation, requirements that Tenant: (i) submit for Landlord’s prior written approval detailed plans and specifications prepared by licensed and competent architects and engineers, (ii) submit for Landlord’s prior written approval the names, addresses and background information concerning all contractors, subcontractors and suppliers, (iii) obtain and post permits, bonds, and additional insurance, (iv) submit contractor, subcontractor and supplier lien waivers, (v) use union labor, and (vi) comply with all other reasonable requirements as Landlord may impose concerning the manner and times in which such installations shall be done and other aspects of the installations. If Landlord consents or recommends any suppliers, contractors, architects, or engineers, the same shall not be deemed a warranty as to the adequacy of the design, workmanship or quality of materials, or compliance of the installations with any Laws.
- C. Performance of Work.** All work (including Landlord’s) shall be performed: (i) in a thoroughly first class, professional and workmanlike manner, (ii) only with materials that are new, high quality, and free of material defects, (iii) strictly in accordance with plans and specifications approved by Landlord in advance in writing, (iv) not to adversely affect the Systems and Equipment or the structure of the Building, (v) diligently to completion and so as to cause the least possible interference with other tenants and the operation of the Building, and (vi) in compliance with all Laws and other provisions of this Lease, including without limitation, Exhibit C and the Rules attached hereto as Rider One. If Tenant fails to perform the work and installations as required herein or the materials supplied fail to comply herewith or with the specifications approved by Landlord, and Tenant fails to cure such failure within ten (10) business days after written notice by Landlord (except that notice shall not be required in emergencies), Landlord shall have the right to stop the work and installation until such failure is cured (which shall not be in

limitation of Landlord's other remedies and shall not serve to abate the Rent or Tenant's other obligations under this Lease).

- D. Liens.** Tenant shall keep the Building and Premises free from any mechanic's, materialman's or similar liens or encumbrances, and any claims therefor, in connection with any Work. Tenant shall remove any such claim, lien or encumbrance by bond or otherwise within thirty (30) days after notice by Landlord. If Tenant fails to do so, Landlord may pay the amount or take such other action as Landlord deems necessary to remove such claim, lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by Landlord shall be deemed additional Rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord.
- E. Landlord's Costs.** Tenant shall pay Landlord's reasonable out-of-pocket costs for any outside engineer, architect or consultant, in reviewing Tenant's plans and specifications or otherwise incurred by Landlord in connection with the installations not to exceed Five Hundred Dollars (\$500).

ARTICLE 9 -- USE AND OPERATING REQUIREMENTS

- A. Use; Compliance With Laws.** Tenant shall use the Premises for the purposes specified in Article 1 and for no other purpose whatsoever, subject to and in compliance with all other provisions of this Lease, including without limitation the Rules attached as Rider One hereto. Tenant shall comply with all Laws relating to the Premises and Tenant's use thereof.
- B. Special Use Provisions.** Tenant shall not use the Premises or allow the Premises to be used for any of the following uses or purposes:
 - (a) Physical therapy and/or rehabilitation;
 - (b) Radiology or nuclear medicine (other than angiography and cardiovascular imaging);
 - (c) Ophthalmology & sale of eye wear.

Tenant shall not spill, discharge or deposit any drugs, medical wastes, chemicals or other business fluids, liquids or materials into the sinks, toilets or urinals located in the Premises or Building.

ARTICLE 10 -- UTILITIES AND SERVICES

- A. General Utilities.** Tenant shall obtain in Tenant's own name, and pay the utility company or other provider directly for, all telephone and other communication services, alarm and other security services and pest and rodent control furnished to or for the Premises, including all connection, disconnection and maintenance charges, deposits, taxes or fees therefor. With respect to all utilities that are not separately metered for the Premises (including electricity), Tenant shall pay Landlord a share of such utilities based on the rentable square footage of the Premises as a percentage of the total RSF of space that is jointly metered. Actual costs and estimated costs for utilities shall be provided according to other Taxes and Expenses in Article 6.
- B. Water.** Landlord shall provide cold water for drinking and toilet purposes and cold and hot water for lavatory purposes.
- C. Installation, Connection and Use of Utility Equipment.** Landlord shall provide electricity to all outlets and lighting fixtures within the Premises in accordance with the Tenant's design specifications and shall provide water/sewer services at the Premises in accordance with Tenant's design specifications. Tenant shall install and connect all equipment and lines to the utilities. Tenant shall not install any equipment or fixtures, or use the same, so as to exceed the safe and lawful capacity of any utility equipment or lines serving the same. The installation, alteration, replacement or connection of any utility equipment and lines shall be subject to the requirements for alterations of the Premises set forth in Article 8.

- D. HVAC.** Landlord shall provide heating ventilation and air conditioning (“HVAC”) services to maintain comfortable occupancy of the Premises to the tolerances set forth on **Exhibit F** attached hereto under normal business operations daily from 7:00 A.M. to 6:00 P.M., Sundays, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day excluded. Tenant shall not install or utilize any machines, equipment or apparatus requiring supplemental air conditioning, without the express written consent of Landlord. Tenant shall be responsible for the cost of the installation and maintenance of any supplemental air conditioning equipment required by reason of Tenant’s use of heat generating equipment. Notwithstanding the above, Tenant will not be responsible for the supplemental air conditioning required by the Initial Installation of the server room(s) and angiography suite within the Premises. After hours utility charges are currently \$25.00 per hour. The utility costs only include Landlord’s actual out-of-pocket costs without a profit to, or overhead charge by, Landlord (“**Actual Cost**”).
- E. Interruptions.** Landlord shall not be liable in damages or otherwise for any failure, variation, shortage or interruption of any utilities or services. In the event utility service is interrupted for greater than five (5) consecutive days, Rent shall abate until such time as the utility service is restored, and if such interruption is attributable to circumstances within the Landlord’s control.
- F. Excess Electrical Usage.** Tenant shall not consume electric current in excess of that usually furnished or supplied in connection with the Permitted Use stated in Article 1, Section K.. Should Tenant’s consumption of electric current exceed the amounts that may be typically furnished or supplied or should any of Tenant’s devices or equipment require voltages higher than 120, or any devices or equipment require more than a 20 amp service, or should Landlord receive complaints from other tenants in the building regarding Tenant’s consumption or electric current, Tenant shall install an electrical current meter (or submeter) on any such devices or equipment to measure the amount of electric current consumed. The cost of any such meter and of its installation, maintenance and repair shall be paid for by the Tenant and Tenant agrees to pay to Landlord for all such electric current consumed as shown by said meters (or submeters), at the rates charged for such services by the local public utility plus any reasonable additional expense incurred in keeping account of the electric current so consumed.

ARTICLE 11 – MAINTENANCE AND REPAIR OF PREMISES

- A. Tenant Maintenance and Repairs.** Tenant shall keep the Premises in good working order, repair and condition (which condition shall also be clean, sanitary, sightly and free of pests and rodents, and which repairs shall include necessary replacements) and in compliance with all Laws hereafter adopted, except to the extent provided to the contrary in Article 14 respecting casualty damage. Tenant’s obligations hereunder shall include these items within the Premises only: Tenant’s trade fixtures and equipment, ceilings, walls, entrances, signs, interior decorations, floor-coverings, wall-coverings, entry and interior doors, exterior and interior glass, plumbing fixtures, light fixtures and bulbs, keys and locks, fire extinguishers, equipment and lines for water, sewer, electrical, gas, steam, sprinkler and mechanical facilities and any other systems and equipment which serve the Premises exclusively, and all alterations and improvements to the Premises whether installed by Landlord or Tenant unless such repairs are necessitated because of the negligent acts of the Landlord, other tenants in the Project. Tenant shall also at Landlord’s option perform or reimburse Landlord for any repairs, maintenance and replacements to areas of the Building or Project (including the Premises) caused by Tenant or any other occupant of the Premises, or any of their employees, agents, invitees or contractors. Any repairs or other work by Tenant hereunder shall be deemed work under Article 8, and shall be subject to all of the requirements thereunder. Tenant shall make all non-structural repairs to the interior of the Premises required by any law or ordinance or any order or regulation of any public authority necessary because of Tenant’s use or occupancy of the Premises, shall keep the Premises equipped with all safety appliances or systems so required because of such use or occupancy, shall procure all licenses and permits required for any such use or occupancy, and shall comply with the orders and regulations of all governmental authorities with respect to its use and occupancy of the Premises.
- B. Landlord Maintenance and Repairs.** Landlord shall deliver the Premises to Tenant in compliance with all Laws in effect as of the Commencement Date. Landlord shall also perform any capital expenditures required to cause the Premises to comply with future Laws, provided such non-compliance is not due to

Tenant's specific use or alterations or improvements installed by Tenant. Landlord shall keep the roof above, foundation, exterior walls, common utility lines to the point of connection for Tenant, HVAC units and structural portions of the Premises in good working order and repair, provided that Tenant shall give Landlord reasonable prior notice of the necessity for such repairs, and further provided that any damage thereto shall not have been caused by any act or omission of, or violation of this Lease by, Tenant or any other occupant of the Premises, or any of their employees, agents, invitees or contractors, in which event Landlord may perform or require that Tenant perform such repairs as provided above (without limiting Landlord's other remedies therefor).

ARTICLE 12 -- COMMON AREAS AND ACCESS

- A. **Access.** Landlord shall provide Tenant with twenty four (24) hours, seven (7) days per week, three hundred sixty five (365) days per year use of the Premises and Common Areas of the Project.
- B. **Use of Common Areas.** Tenant and Tenant's employees and invitees may use the Common Areas on a non-exclusive basis in common with all other parties to whom the right to use such Common Areas has been or is hereafter granted, subject to the following conditions: (1) Tenant shall not directly or indirectly conduct business in the Common Areas or make any use of the Common Areas which interferes in any way with the use of the Common Areas by other parties, (2) Tenant's use of the Common Areas shall be subject to the other provisions of this Lease, including, without limitation, the Rules attached as Rider One hereto, and (3) Tenant's right to use the Common Areas shall terminate upon the expiration or earlier termination of this Lease or Tenant's right to possession of the Premises.
- C. **Common Area Maintenance and Control.** Landlord shall administer, operate, clean, maintain and repair the Common Areas, and Tenant shall pay Tenant's Proportionate Share of Landlord's costs therefor as part of Expenses. Landlord reserves the right at all times to determine the nature and extent of all Common Areas, and shall have exclusive control and management thereof. Landlord shall have the right to close all or a portion of the Common Areas to discourage non-customer parking or prevent a dedication thereof to public use or otherwise prevent the acquisition of public rights in such areas, and shall have the right to take such other actions as are further described in Article 21.
- D. **Definition of Common Areas.** "Common Areas" shall mean areas of the Building and its underlying real estate made available by Landlord from time to time for the general use or benefit of Tenant and other parties in the Project, as such areas currently exist and as they may be changed from time to time. Without limiting the generality of the foregoing, the Common Areas include any parking areas, sidewalks, passageways, service corridors, loading platforms, delivery areas, ramps, landscaped areas, common lighting facilities, drainage facilities and areas, and all other decorations, fixtures, improvements, Systems and Equipment, and other facilities, located in or serving any of the foregoing, except to the extent reserved for use by designated tenants.
- E. **Use of Appurtenances.** Tenant will have the reasonable right, at no cost, and subject to the requirements of Article 8, to use Building shafts, risers or conduits between Tenant's Premises and other parts of the Building (including the roof) for the installation and maintenance of conduits, cables, ducts, flues, pipes and other devices for communications, data processing devices, supplementary HVAC and other facilities consistent with Tenant's Use of its Premises and other portions of the Building. Landlord will respond to Tenant's requests hereunder within ten (10) business days after being served with Tenant's request and approval will not be unreasonably withheld.

ARTICLE 13 -- INSURANCE, SUBROGATION, AND WAIVER OF CLAIMS

- A. **Required Insurance.** Tenant shall maintain during the Term: (i) commercial general liability insurance, with a contractual liability endorsement covering Tenant's indemnity obligations under this Lease, and with limits of not less than \$2,000,000 combined single limit per occurrence for personal injury, bodily injury or death, or property damage or destruction (including loss of use thereof) per occurrence, (ii) workers' compensation insurance as required by statute, and employer's liability insurance in the amount of at least \$500,000 per occurrence and (iii) "all-risk" property damage insurance covering Tenant's inventory,

personal property, business records, furniture, floor coverings, fixtures and equipment, and all of Tenant's installations for damage or other loss caused by fire or other casualty or cause including, but not limited to, vandalism and malicious mischief, theft, explosion, business interruption, and water damage of any type, including sprinkler leakage, bursting and stoppage of pipes. All insurance required hereunder shall be provided by responsible insurers rated at least A and 10 in the then current edition of Best's Insurance Guide and shall be licensed in Illinois. Tenant's property damage insurance shall include full replacement cost coverage and the amount shall satisfy any coinsurance requirements under the applicable policy. Tenant's insurance shall be primary, and any insurance maintained by Landlord or any other additional insureds hereunder shall be excess and noncontributory. Landlord shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Tenant hereunder from time to time, with reasonable written notice including a complete explanation.

- B. Certificates, Subrogation and Other Matters.** Tenant shall provide Landlord with certificates evidencing the coverage required hereunder (and, with respect to liability coverage showing Landlord and Landlord's managing agent for the Building and others designated by Landlord as additional insureds, and with respect to leasehold improvements showing Landlord as an additional insured). Tenant shall provide such certificates prior to the Commencement Date or Tenant's possession of the Premises or construction of improvements therein (whichever first occurs). Tenant shall provide renewal certificates to Landlord at least thirty (30) days prior to expiration of such policies. Such certificates shall state that the coverage may not be changed or canceled without at least thirty (30) days' prior written notice to Landlord. The parties mutually hereby waive all rights and claims against each other for all losses covered by their respective property insurance policies, and waive all rights of subrogation of their respective property insurers. The parties agree that their respective insurance policies are now, or shall be, endorsed so that such waivers of subrogation shall not affect their respective rights to recover thereunder.
- C. Waiver of Claims.** Except for claims arising from Landlord's intentional or negligent acts that are not covered by Tenant's insurance hereunder, Tenant waives all property insurance claims against Landlord for injury or death to persons, damage to property or to any other interest of Tenant sustained by Tenant or any party claiming through Tenant resulting from: (i) any occurrence in or upon the Premises, (ii) leaking of roofs, bursting, stoppage or leaking of water, gas, sewer or steam pipes or equipment, including sprinklers, (iii) wind, rain, snow, ice, flooding, freezing, fire, explosion, earthquake, excessive heat or cold, fire or other casualty, (iv) the Building, Premises, Systems or Equipment being defective, out of repair, or failing, and (v) vandalism, malicious mischief, theft or other acts or omissions of any other parties including without limitation, other tenants, contractors and invitees at the Building. To the extent that Tenant is required to or does carry insurance hereunder, Tenant agrees that Tenant's property loss risks shall be borne by such insurance, and Tenant agrees to look solely to and seek recovery only from its insurance carriers in the event of such losses.

ARTICLE 14 -- CASUALTY DAMAGE

- A. Restoration by Landlord.** If the Premises shall be damaged by fire or other casualty, Landlord shall use available insurance proceeds to repair the Premises, except that Landlord shall not be required to repair or replace any of Tenant's furniture, furnishings, fixtures or equipment, or any alterations or improvements in excess of any Landlord's Work under Exhibit C hereto, and Landlord's obligations shall be subject to any governmental requirements or requirements of any Lender and such Lender's right to control, apply or withhold such insurance proceeds. Landlord shall not be liable or any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof.
- B. Restoration by Tenant.** Unless this Lease is terminated pursuant to this Article 14, if Landlord repairs the Premises as provided herein, Tenant shall repair and replace Tenant's installations, all items required to be insured by Tenant hereunder, and all other items required to restore the Premises to the condition required under Article 11 of this Lease. Tenant shall commence such work within ten days following substantial completion by Landlord of any repairs required by Landlord hereunder and shall proceed diligently therewith to completion. Tenant's work hereunder shall be subject to all of the provisions of Article 8.

Tenant may close the Premises for business to the extent reasonably required in connection with such repairs.

- C. Abatement of Rent.** Landlord shall allow Tenant a proportionate abatement of Minimum Rent, Taxes and Expenses from the date of the casualty through the date that is thirty (30) days after the date Landlord substantially completes Landlord's repair obligations hereunder (or the date that Landlord would have substantially completed such repairs, but for delays by Tenant, its agents, employees, invitees, Transferees and contractors), provided such abatement shall apply only to the extent the Premises are untenantable for the purposes permitted under this Lease and not used by Tenant as a result thereof, based proportionately on the RSF of the Premises so affected and not used.
- D. Landlord's Termination of Lease.** Notwithstanding the foregoing to the contrary, Landlord may elect to terminate this Lease if the Building is materially damaged by Tenant or any other occupant of the Premises, or any of their agents, employees, invitees or contractors, or if the Building is damaged by fire or other casualty or cause such that: (a) more than twenty-five percent (25%) of the Premises is affected by the damage, (b) the damage occurs less than one (1) year prior to the end of the Term, (c) any Lender requires that the insurance proceeds or any portion thereof be applied to the Mortgage debt (or terminates the ground lease, as the case may be), or the damage is not fully covered by Landlord's insurance policies, or (d) in Landlord's reasonable opinion, the cost of the repairs, alterations, restoration or improvement work would exceed twenty-five percent (25%) of the replacement value of the Building or of the portion thereof owned or ground leased by Landlord (whether or not the Premises are affected). In any such case, Landlord may terminate this Lease by notice to Tenant within one hundred twenty (120) days after the date of damage (such termination notice to include a termination date providing at least thirty (30) days for Tenant to vacate the Premises).
- E. Tenant's Termination of Lease.** Tenant may elect to terminate this Lease if the Premises is materially damaged by fire or other casualty and Tenant is thus unable to use all or a substantial portion of the Premises for more than one hundred twenty (120) consecutive days. Tenant shall provide Landlord with written notice of such termination within ten (10) days after the expiration of the 120-day period. Tenant may not elect to terminate this Lease if Tenant or any other occupant of the Premises, or any of their agents, employees, invitees or contractors, caused such fire or casualty.

ARTICLE 15 -- CONDEMNATION

If at least fifteen percent (15%) of the rentable area of the Premises shall be taken by power of eminent domain or condemned by a competent authority or by conveyance in lieu thereof for public or quasi-public use ("Condemnation"), including any temporary taking for a period of one (1) year or longer, this Lease shall terminate on the date possession for such use is so taken. If: (i) less than fifteen percent (15%) of the Premises is taken, but the taking includes a material portion of the Building or of the portion thereof owned or ground leased by Landlord, or (ii) the taking is temporary and will be in effect for less than one (1) year but more than ninety (90) days, then in either such event, Landlord may elect to terminate this Lease upon at least thirty (30) days' written notice to Tenant. The parties further agree that: (a) if this Lease is terminated, all Rent shall be apportioned as of the date of such termination or the date of such taking, whichever shall first occur, (b) if the taking is temporary, Rent shall be abated for the period of the taking (but the Term shall not be extended thereby), and (c) if this Lease is not terminated but any part of the Premises is taken, the Minimum Rent, Taxes and Expenses shall be proportionately abated based on the RSF of the Premises so taken. Landlord shall be entitled to receive the entire award or payment in connection with such Condemnation, except that Tenant shall have the right to file any separate claim available to Tenant for moving expenses and any taking of Tenant's personal property, provided such award is separately payable to Tenant and does not diminish the award available to Landlord or any Lender.

ARTICLE 16 -- RETURN OF POSSESSION

At the expiration or earlier termination of this Lease or Tenant's right of possession, Tenant shall surrender possession of the Premises in broom-clean condition and good repair, free of debris, and otherwise in the condition required under Article 11, and shall ensure that all signs, vaults, safes, shelving, showcases, mirrors, and movable trade fixtures and personal property have been removed therefrom and that any damage caused thereby has been

repaired. All leasehold improvements and other fixtures, such as light fixtures and HVAC equipment, plumbing fixtures, hot water heaters, fire suppression and sprinkler systems, wall coverings, carpeting and drapes, in or serving the Premises, whether installed by Tenant or Landlord, shall be Landlord's property and shall remain, all without compensation, allowance or credit to Tenant. If Tenant shall fail to perform any repairs or restoration, or fail to remove any items from the Premises as required hereunder, Landlord may do so, and Tenant shall pay Landlord the cost thereof upon demand. All property removed from the Premises by Landlord hereunder may be handled, discarded or stored by Landlord at Tenant's expense, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. All such property shall at Landlord's option be conclusively deemed to have been conveyed by Tenant to Landlord as if by bill of sale without payment by Landlord. If Landlord arranges for storage of any such property, Landlord shall have a lien against such property for costs incurred in removing and storing the same. Notwithstanding anything to the contrary, Tenant retains the right, but shall not be required to remove any of its fixtures (including any and all trade fixtures such as its phone switch, etc.) and furniture or equipment. Any UPS system, supplemental cooling units, cabling, and if the removal of any other equipment would compromise the integrity of the Building, the same shall remain within the Building.

ARTICLE 17 -- HOLDING OVER

Tenant shall pay Landlord ONE hundred FIFTY percent (150%) of the amount of Rent then applicable prorated on a per diem basis for each day Tenant or any party claiming under Tenant shall retain possession of the Premises or any part thereof after expiration or earlier termination of this Lease and Tenant shall pay DIRECT damages sustained by Landlord by reason of such holding over. The foregoing provision shall not serve as permission for Tenant to hold-over, nor serve to extend the Term (although Tenant shall remain a tenant at sufferance, bound to comply with all provisions of this Lease until Tenant vacates the Premises).

ARTICLE 18 -- SUBORDINATION, ATTORNMENT AND MORTGAGEE PROTECTION

This Lease is subject and subordinate to all Mortgages now or hereafter placed upon the Building, and all other encumbrances and matters of public record applicable to the Building, including without limitation, any reciprocal easement or operating agreements, covenants, conditions and restrictions (and Tenant shall not act or permit the Premises to be operated in violation thereof). If any foreclosure or power of sale proceedings are initiated by any Lender or a deed in lieu is granted (or if any ground lease is terminated), Tenant agrees, upon written request of any such Lender or any purchaser at such sale, to attorn and pay Rent to such party and to execute and deliver any instruments necessary or appropriate to evidence or effectuate such attornment. In the event of attornment, no Lender shall be: (i) liable for any act or omission of Landlord, or subject to any offsets or defenses which Tenant might have against Landlord (prior to such Lender becoming Landlord under such attornment), (ii) liable for any security deposit or bound by any prepaid Rent not actually received by such Lender. Any Lender may elect to make this Lease prior to the lien of its Mortgage, and if the Lender under any prior Mortgage shall require, this Lease shall be prior to any subordinate Mortgage; such elections shall be effective upon written notice to Tenant. Tenant agrees to give any Lender by certified mail, return receipt requested, a copy of any notice of default served by Tenant upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of service on Tenant of a copy of an assignment of leases, or otherwise) of the name and address of such Lender. Tenant further agrees that if Landlord shall have failed to cure such default within the time permitted Landlord for cure under this Lease, any such Lender whose address has been so provided to Tenant shall have an additional period of 30 days in which to cure (or such additional time as may be required due to causes beyond such Lender's control, including time to obtain possession of the Building by power of sale or judicial action). The provisions of this Article shall be self-operative; however, Tenant shall execute such documentation as Landlord or any Lender may request from time to time in order to confirm the matters set forth in this Article in recordable form. Landlord shall provide Tenant and Tenant shall provide Landlord with a subordination, non-disturbance and attornment agreement from their lender in such lender's standard form, both for the initial loan or any replacement loans during the Term and any extensions. At Tenant's written request, Landlord shall request that any Lender execute a written "non-disturbance agreement" in favor of Tenant providing that if Tenant is not in default under this Lease beyond any applicable grace period, such party will recognize this Lease and Tenant's rights hereunder and will not disturb Tenant's possession hereunder, and if this Lease is by operation of law terminated in a foreclosure, that a new lease will be entered into on the same terms as this Lease for the remaining term hercof; provided that if, in order to obtain such non-disturbance agreement Landlord is required to expend any sum, Landlord shall so notify Tenant and Tenant may elect to pay such sum or to withdraw Tenant's request for such non-disturbance agreement. In no event shall

Landlord be required to expend any sums in connection therewith. The failure of any such Lender to execute and deliver such a non-disturbance agreement upon Landlord's request shall not constitute a default hereunder by Landlord, it being understood that Landlord's sole obligation is to request in good faith the execution and delivery of such agreement. In the event Landlord's lender requires a subordination, non-disturbance and attornment agreement from Tenant, Tenant agrees to execute and deliver the same to Landlord's within ten (10) business days of Landlord's request for the same.

ARTICLE 19 -- ESTOPPEL CERTIFICATE

Tenant shall from time to time, within ten (10) business days after written request from Landlord, execute, acknowledge and deliver a statement: (i) certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Lease as so modified, is in full force and effect (or if this Lease is claimed not to be in force and effect, specifying the ground therefor) and the dates to which the Minimum Rent and other charges hereunder have been paid, and the amount of any Security Deposit, (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (iii) certifying such other matters as Landlord may reasonably request, or as may be requested by Landlord's current or prospective Lenders, insurance carriers, auditors, and prospective purchasers. Any such statement may be relied upon by any such parties. If Tenant shall fail to execute and return such statement within the time required herein, Tenant shall be deemed to have agreed with the matters set forth therein. In addition to the foregoing, in the event of a bona fide private equity or venture capital-backed fundraising or at the request of Tenant's lender, but not more frequently than once in any six (6) month period hereunder, Landlord hereby agrees to provide to Tenant an estoppel certificate signed by Landlord, containing the same types of information, and within the same periods of time, as set forth above, with such changes as are reasonably necessary to reflect that the estoppel certificate is being granted and signed by Landlord to Tenant, rather than from Tenant to Landlord or a lender, and shall also contain any other factual information reasonably requested by Tenant.

ARTICLE 20 -- ASSIGNMENT AND SUBLETTING

- A. Transfers.** Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; (i) assign, mortgage, pledge, hypothecate, encumber, permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, by operation of law or otherwise, (ii) sublet the Premises or any part thereof, or extend, renew or modify any sublease, or (iii) permit the use of the Premises by any parties other than Tenant and its employees, whether as licensee, concessionaire, franchisee or otherwise (all of the foregoing are hereinafter referred to collectively as "Transfers" and any party to whom any Transfer is made or sought to be made is hereinafter referred to as a "Transferee"). Any Transfer made without complying with this Article shall, at Landlord's option, be null, void and of no effect (which shall not be in limitation of Landlord's other remedies). Whether or not Landlord grants consent, Tenant shall pay any reasonable out of pocket legal fees incurred by Landlord in connection with reviewing and processing Tenant's request for consent not to exceed \$500. Notwithstanding the foregoing, Landlord shall not unreasonably withhold, condition or delay its consent to a proposed assignment or subletting to a person or entity that will use the Premises for a medical use that does not violate any exclusive use rights then in effect in favor of any other tenant or occupant. Notwithstanding anything contained herein to the contrary, Tenant shall be permitted to sublease the Premises or assign this Lease to any related or affiliated party of Tenant or as the result of any merger or sale of all or substantially all of Tenant's assets without the consent of Landlord. Landlord shall have no right of recapture and all rights in this Lease, including Renewals, Expansion, Contraction and Signage Rights shall remain with the Lease and transfer to the assignee or sublessee and become their rights.
- B. Procedure.** If Tenant shall desire Landlord's consent to any Transfer, Tenant shall notify Landlord, which notice shall include: (a) the name and address of the proposed Transferee and a detailed description of the business operation proposed to be conducted in the Premises, (b) the proposed effective date (which shall not be less than twenty-one (21) days after Tenant's notice), (c) the terms of the proposed Transfer, a copy of all documentation pertaining thereto, and a detailed description of any alterations to the Premises required in connection with the Transfer; (d) current financial statements of the proposed Transferee certified by an officer, partner or owner thereof, and (e) names, addresses, periods of ownership and

operation, and reasonable description of all other businesses owned and operated by the Transferee then or within the three previous years.

- C. Consent.** If Landlord consents to a Transfer: (a) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, including without limitation, the purposes for which the Premises shall be used under Article 1, (b) Tenant shall remain fully liable for all obligations under this Lease, including without limitation, those obligations arising before and after the Transfer, and any assignee shall expressly assume all of Tenant's obligations, (c) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, and (d) Tenant shall deliver to Landlord promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord. Any sublease hereunder shall be subordinate and subject to the provisions of this Lease, and if this Lease shall be terminated during the term of any sublease, Landlord shall have the right to: (i) treat such sublease as canceled and repossess the Premises by any lawful means, or (ii) require that such subtenant attorn to and recognize Landlord as its landlord under any such sublease.
- D. Certain Transfers.** For purposes of this Lease, the term "Transfer" shall also include the following, whether accomplished directly or indirectly: (a) if Tenant is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of a majority of the partners, or a transfer of a majority of partnership interests, in the aggregate on a cumulative basis, or the dissolution of the partnership, and (b) if Tenant is a closely held corporation (i.e., whose stock is not publicly held and not traded through an exchange or over the counter), the: (i) dissolution, merger, consolidation or other reorganization of Tenant, (ii) sale or other transfer of more than a cumulative aggregate of fifty percent (50%) of the voting shares of Tenant (other than to immediate family members by reason of gift or death) or (iii) sale, mortgage, hypothecation or pledge of more than a cumulative aggregate of fifty percent (50%) of Tenant's net assets.
- E. Share of Profits.** Tenant shall retain fifty percent (50%) of any profits from an assignment or sublease.

ARTICLE 21 -- RIGHTS RESERVED BY LANDLORD

Except to the extent expressly limited herein, Landlord reserves full rights to control the Building (which rights may be exercised without subjecting Landlord to claims for constructive eviction, abatement of Rent, damages or other claims of any kind), including more particularly, but without limitation, the following rights:

- A. Access to Premises.** Landlord and its authorized representatives may, upon twenty-four hours advance notice to Tenant: (i) inspect the Premises or to make repairs or to perform maintenance (without interference to Tenant's practice), (ii) during the last six (6) months of the Term of this Lease, exhibit the Premises to current and prospective tenants, or (iii) during the last six (6) months of the Term of this Lease and at any time should Tenant abandon or vacate the Premises, place in and upon the Premises or such other places as may be determined by Landlord "For Rent" signs or notices. Notwithstanding anything to the contrary, Landlord or its authorized representatives may access the Premises without notice to Tenant in the event of an emergency.
- B. Reserved Areas.** Landlord reserves all rights to use (or grant other parties the right to use) and Tenant shall have no right, title or interest in: (i) the roof of the Building, (ii) exterior portions of the Premises (including, without limitation, demising walls and outer walls of the area of the Building in which the Premises are located), (iii) air rights above the Premises and rights to the land and improvements below the floor level of the Premises, and (iv) areas within the Premises necessary for utilities, services, safety and operation of the Building that will not materially interfere with Tenant's use of the Premises, including the Systems and Equipment, fire stairways, and space between any suspended ceiling of the Premises (or the height where a suspended ceiling would otherwise exist) and the slab of the floor or roof of the Building there above.
- C. Other Tenants.** Subject to Articles 3,42 and 43, Landlord reserves the right to lease or sell any portion of the Building or Project to such other tenants as Landlord, in Landlord's sole discretion, deems appropriate, whether or not engaged in the same or similar business for which Tenant is permitted to use the Premises under this Lease. Tenant acknowledges that Landlord has made no representations as to the presence of any

specific tenant or number or types of tenants at the Building as of or after the Commencement Date, hours or days that such other tenants shall or may be open for business, or gross sales which may be achieved by Tenant or any other tenants at the Building. A vacation or abandonment of its premises or cessation of business in the Building by any other tenant or occupant shall not release or excuse Tenant from Tenant's obligations under any provision of this Lease.

- D. Changes to the Building.** Landlord reserves the right to: (i) change the name of the Building and the address or designation of the Premises or the Building, (ii) install, maintain, alter and remove signs on or about the Building (except Tenant's signage as outlined in **Exhibit D**), (iii) add land or other interests to or eliminate the same from the Building, and grant interests and rights in the Building to other parties, but in both either way not so as to reduce the amount of Parking as defined in Article 38, (iv) add, alter, expand, reduce, eliminate, relocate or change the shape, size, location, character, design, appearance, use, number or height of any permanent or temporary buildings, structures, improvements, parking areas and structures, kiosks, planters, driveways, landscaped areas and other common areas, change the striping of parking areas and direction and flow of traffic, and convert common areas to leasable areas and leasable areas to common areas, (v) relocate any HVAC equipment serving the Premises installed on the roof or other area outside the Premises, and (vi) in connection with the foregoing matters, or with any other inspections, repairs, maintenance, improvements or alterations in or about the Building, or as a result of any casualty, incident, strike, condemnation, act of God, Law or governmental requirement or request, or any other cause, erect scaffolding, barricades, and other structures reasonably required. However, in connection with exercising such rights, Landlord shall: (a) take reasonable steps to minimize or avoid any denial of access to the Premises except when necessary on a temporary basis, (b) take reasonable steps to avoid materially changing the configuration or reducing the RSF of the Premises, unless required by Laws or other causes beyond Landlord's reasonable control (and in the event of any permanent material reduction, the Minimum Rent, Expenses and Taxes shall be proportionately reduced), and (c) if Landlord enters the Premises in connection with any of the foregoing matters, take reasonable steps to minimize any interference with Tenant's business, and following completion of the work, return Tenant's leasehold improvements, fixtures, property and equipment to the original conditions.
- E. Relocation.** Landlord shall not have a right to relocate Tenant's Premises at any time during the Term or any Extensions thereof.

ARTICLE 22 – LANDLORD'S REMEDIES

- A. Default.** The occurrence of any one or more of the following events shall constitute a "Default" by Tenant and shall give rise to Landlord's remedies set forth in Paragraph B below: (i) failure to make when due any payment of Rent, unless such failure is cured within five (5) days after written notice, (ii) failure to observe or perform any term or condition of this Lease other than the payment of Rent, unless such failure is cured within any period of time following notice expressly provided in other Articles hereof, or otherwise within a reasonable time, but in no event more than thirty (30) days following written notice (or such additional time as may be required due to Unavoidable Delays as described in Article 28(R)), or (iii) (a) making by Tenant of any general assignment for the benefit of creditors, (b) filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any Law relating to bankruptcy or insolvency (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days), (c) appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located in the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days, (d) attachment, execution or other judicial seizure of substantially all of Tenant's assets located on the Premises or of Tenant's interest in this Lease, (e) Tenant's convening of a meeting of its creditors or any class thereof for the purpose of effecting a moratorium upon or composition of its debt, (f) Tenant's insolvency or admission of an inability to pay its debts as they mature. Failure by Tenant to comply with the same term or condition of this Lease on more than two (2) occasions during any twelve (12) month period and shall cause any failure to comply with such term or condition during the succeeding twelve (12) month period shall, at Landlord's option, constitute an incurable Default. The notice and cure periods provided herein are in lieu of, and not in addition to, any notice and cure periods provided by Law; provided, Landlord may at any time and from time to time elect to comply with such notice and cure periods as may be provided by Law in lieu of the notice and cure periods provided herein.

B. Remedies. If a Default occurs, Landlord shall have the rights and remedies hereinafter set forth to the extent permitted by Law, which shall be distinct, separate and cumulative with and in addition to any other right or remedy allowed under any Law or other provisions of this Lease:

(a) Landlord may terminate Tenant's right of possession, reenter and repossess the Premises by detainer suit, summary proceedings or other lawful means, with or without terminating this Lease (and if applicable Law permits, and Landlord shall not have expressly terminated this Lease in writing, any such action shall be deemed a termination of Tenant's right to possession only). In such event, Landlord may recover from Tenant: (i) any unpaid Rent as of the termination date, (ii) the amount by which: (a) any unpaid Rent which would have accrued after the termination date during the balance of the Term exceeds (b) the reasonable rental value of the Premises under a lease substantially similar to this Lease for the balance of the Term, taking into account among other things, the condition of the Premises, market conditions and the period of time the Premises may reasonably remain vacant before Landlord is able to re-lease the same to a suitable replacement tenant, and Costs of Reletting (as defined in Paragraph I below) that Landlord may incur in order to enter such replacement lease. The amounts computed in accordance with the foregoing subclauses (i) and (ii) shall both be discounted in accordance with accepted financial practice at the rate of four percent (4%) per annum to the then present value.

(b) Landlord may terminate Tenant's right of possession, reenter and repossess the Premises by detainer suit, summary proceedings or other lawful means, with or without terminating this Lease (and if applicable Law permits, and Landlord shall not have expressly terminated this Lease in writing, any such action shall be deemed a termination of Tenant's right of possession only). In such event, Landlord may recover from Tenant: (i) any unpaid Rent as of the date possession is terminated, (ii) any unpaid Rent and Costs of Reletting (as defined in Paragraph I below) which accrue during the Term from the date possession is terminated through the time of judgment (or which may have accrued from the time of any earlier judgment obtained by Landlord), less any consideration received from replacement tenants. Tenant shall pay any such amounts to Landlord as the same accrue or after the same have accrued from time to time upon demand. At any time after terminating Tenant's right to possession as provided herein, Landlord may terminate this Lease as provided in clause (1) above by written notice to Tenant, and Landlord may pursue such other remedies as may be available to Landlord under this Lease or applicable Law.

C. Mitigation of Damages. Upon a Default by Tenant, Landlord shall use reasonable efforts to mitigate its damages. Landlord is required by currently applicable Illinois Law and this Lease to mitigate damages. Landlord shall use reasonable efforts to mitigate, which shall not exceed such efforts as Landlord generally uses to lease other space at the Building. Landlord will not be deemed to have failed to mitigate if Landlord leases any other portions of the Building before reletting all or any portion of the Premises, and any failure to mitigate as described herein with respect to any period of time shall only reduce the Rent and other amounts to which Landlord is entitled hereunder by the reasonable rental value of the Premises during such period, taking into account the factors described in Article 22(B)(a)(ii)(b) above.

D. Reletting. If this Lease or Tenant's right to possession is terminated Landlord may: (i) enter and secure the Premises, change the locks, install barricades, remove any improvements, fixtures or other property of Tenant therein, perform any repairs, alterations, improvements or additions and take such other actions as Landlord shall determine in Landlord's sole discretion to prevent damage or deterioration to the Premises, and (ii) relet all or any portion of the Premises (separately or as part of a larger space), for any rent, use or period of time (which may extend beyond the Term hereof), and upon any other terms as Landlord shall determine in Landlord's sole discretion, directly or as Tenant's agent (if permitted or required by applicable Law). The consideration received from such reletting shall be applied pursuant to the terms of Paragraph I hereof, and if such consideration, as so applied, is not sufficient to cover all Rent and damages to which Landlord may be entitled hereunder, Tenant shall pay any deficiency to Landlord as the same accrues or after the same has accrued from time to time upon demand, subject to the other provisions hereof.

E. Specific Performance. Either party shall at all times have the right without prior demand or notice except as required by applicable Law to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease or restrain or enjoin a violation of any provision hereof.

- F. Late Charges and Interest.** Any Rent not paid when due shall accrue interest from the due date at the Default Rate until payment is received by Landlord. Such service charges and interest payments shall not be deemed consent by Landlord to late payments, nor a waiver of Landlord's right to insist upon timely payments at any time, nor a waiver of any remedies to which Landlord is entitled as a result of the late payment of Rent.
- G. Landlord's Cure of Tenant Defaults.** If Tenant fails to perform any obligation under this Lease for five (5) days after written notice thereof by Landlord (except that no notice shall be required in emergencies), Landlord shall have the right (but not the duty), to perform such obligation on behalf and for the account of Tenant. In such event, Tenant shall reimburse Landlord upon demand, as additional Rent, for all expenses incurred by Landlord in performing such obligation. Landlord's performance of Tenant's obligations hereunder shall not be deemed a waiver or release of Tenant therefrom.
- H. Bad Rent Checks.** If during the Term, as it may be extended, Landlord receives more than two (2) checks from Tenant which are returned by Tenant's bank for insufficient funds, Landlord may require that all checks thereafter be bank certified or cashier's checks (without limiting Landlord's other remedies). All bank service charges resulting from any bad checks shall be borne by Tenant.
- I. Other Matters.** No re-entry or repossession, repairs, changes, alterations and additions, reletting, acceptance of keys from Tenant, or any other action or omission by Landlord shall be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, or accept a surrender of the Premises, nor shall the same operate to release the Tenant in whole or in part from any of the Tenant's obligations hereunder, unless express written notice of such intention is sent by Landlord or its agent to Tenant. Landlord may bring suits for amounts owed by Tenant hereunder or any portions thereof, as the same accrue or after the same have accrued, and no suit or recovery of any portion due hereunder shall be deemed a waiver of Landlord's right to collect all amounts to which Landlord is entitled hereunder, nor shall the same serve as any defense to any subsequent suit brought for any amount not theretofore reduced to judgment. Landlord may pursue one or more remedies against Tenant and need not make an election of remedies until findings of fact are made by a court of competent jurisdiction. All rent and other consideration paid by any replacement tenants shall be applied, at Landlord's option: first, to the Costs of Reletting, second, to the payment of all costs of enforcing this Lease against Tenant, third, to the payment of all interest and service charges accruing hereunder, fourth, to the payment of Rent theretofore accrued, and the residue, if any, shall be held by Landlord and applied to the payment of other obligations of Tenant to Landlord as the same become due (with any remaining residue to be retained by Landlord). "Costs of Reletting" shall include without limitation, all reasonable costs and expenses incurred by Landlord for any repairs, maintenance, changes, alterations and improvements to the Premises (whether to prevent damage or to prepare the Premises for reletting), brokerage commissions, advertising costs, attorneys' fees and any economic incentives given to enter leases with replacement tenants.

ARTICLE 23 -- LANDLORD'S DEFAULT

If Landlord shall fail to perform any obligation under this Lease required to be performed by Landlord, Landlord shall not be deemed to be in default hereunder nor subject to claims for damages of any kind, unless such failure shall have continued for a period of thirty (30) days after written notice thereof by Tenant or such additional time as may be required due to Unavoidable Delays or immediately in the event of emergency. If Landlord shall fail to cure within the time permitted for cure herein, Landlord shall be subject to such claims for damages and remedies as may be available to Tenant (subject to the other provisions of this Lease).

ARTICLE 24 -- INDEMNIFICATION

Except to the extent arising from the intentional or negligent acts of Landlord or Landlord's agents or employees, Tenant shall defend, indemnify and hold harmless Landlord from and against any and all claims, demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, costs and expenses, including without limitation, court costs and attorneys' fees arising from or relating to any violation of Law, loss of life, damage or injury to persons, property or business occurring in, about or from the Premises, or directly or indirectly caused by or in connection with any violation of this Lease or use of the Premises or Building by, or any

other act or omission of, Tenant, or any of their respective agents, employees, invitees or contractors. Without limiting the generality of the foregoing, Tenant specifically acknowledges that the indemnity undertaking herein shall apply to claims in connection with or arising out of any work as described in Article 8, the use or consumption of any utilities in the Premises under Article 10, any repairs or other work by or for Tenant under Article 11 and the transportation, use, storage, maintenance, generation, manufacturing, handling, disposal, release or discharge of any "Hazardous Material" as described in Article 26 (whether or not such matters shall have been theretofore approved by Landlord), except to the extent that any of the same arises from the intentional or negligent acts of Landlord or Landlord's agents or employees, or other tenants of the Building.

ARTICLE 25 -- SAFETY AND SECURITY DEVICES, SERVICES AND PROGRAMS

- A. Other than securing the Building on nights, weekends and holidays and with the exception of Landlord's security system installed within the Building ("Landlord Security System"), Landlord shall have no obligation to provide any safety or security devices, services or programs for Tenant or the Building and shall have no liability for failure to provide the same or for inadequacy of any measures provided. The risk that any safety or security device, service or program may not be effective, or may malfunction, or be circumvented, is assumed by Tenant with respect to Tenant's property and interests, and Tenant shall obtain insurance coverage to the extent Tenant desires protection against such acts and other losses, beyond that described in Article 13. Tenant agrees to cooperate in any safety or security program developed by Landlord or required by Law.
- B. Notwithstanding anything to the contrary contained in the Lease, the Tenant shall be entitled to (i) tie-in to the Landlord Security System in order to protect the Premises from unauthorized entry, or (ii) install and maintain a security system designed to protect the Premises from unauthorized entry and shall be entitled at any time to change or re-key any and all locks used in connection with the Premises. Notwithstanding the foregoing, such tie-in to the Landlord Security System or installation of a separate security system shall be subject to the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed. Prior to the tie-in to the Landlord Security System or installation of a separate security system, Tenant shall provide Landlord with the plans and specifications relating thereto and shall provide Landlord with ten (10) days in order to review and comment on same. In the event that Tenant replaces or re-keys any lock, Tenant shall, concurrently with such replacement or re-keying, provide Landlord with keys enabling Landlord to enter the Premises pursuant to the terms of the Lease. In addition to the foregoing, Tenant shall provide Landlord with the appropriate access codes in order to disable such system in the event Landlord must enter the Premises in an emergency.

ARTICLE 26 -- HAZARDOUS MATERIALS

Landlord warrants that the Building and Premises are free of materials which are considered hazardous, including but not limited to, asbestos and PCB's. Landlord shall maintain compliance with the Code at Landlord's cost. Tenant shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release, discharge or spill any "Hazardous Material" (as defined below), or permit any of the same to occur, or permit any Hazardous Materials to leak or migrate, on or about the Building or Premises. The term "Hazardous Material" for purposes hereof shall mean any flammable, explosive, toxic, radioactive, biological, corrosive or otherwise hazardous chemical, substance, liquid, gas, device, form of energy, material or waste or component thereof, including, without limitation, petroleum-based products, diesel fuel, paints, solvents, lead, radioactive materials, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, polychlorinated biphenyls (PCB's) and similar compounds, and any other items which now or subsequently are found to have an adverse effect on the environment or the health and safety of persons or animals or the presence of which requires investigation or remediation under any Law or governmental policy. Without limiting the generality of the foregoing, "Hazardous Material" includes any item defined as a "hazardous substance", "hazardous material", hazardous waste", "regulated substance" or "toxic substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., Clean Water Act, 33 U.S.C. §1251, et seq., Safe Drinking Water Act, 14 U.S.C. §300f, et seq., Toxic Substances Control Act, 15 U.S.C. §2601, et seq., Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136 et seq., Atomic Energy Act of 1954, 42 U.S.C. §2014 et seq., and any similar federal, state or local Laws, and all regulations,

guidelines, directives and other requirements thereunder, all as may be amended or supplemented from time to time. Notwithstanding anything contained herein to the contrary, nothing shall prohibit the use of those materials normally used in a medical practice.

ARTICLE 27 -- CAPTIONS AND SEVERABILITY

The captions of the Articles and Paragraphs of this Lease are for convenience of reference only and shall not be considered or referred to in resolving questions of interpretation. If any term or provision of this Lease or portion thereof shall be found invalid, void, illegal, or unenforceable generally or with respect to any particular party, by a court of competent jurisdiction, it shall not affect, impair or invalidate any other terms or provisions or the remaining portion thereof, or its enforceability with respect to any other party.

ARTICLE 28 -- DEFINITIONS

- A. "Affiliate" shall mean and refer to any person or entity controlling, controlled by, or under common control with another such person or entity. The term Affiliate shall include any person or entity controlling or controlled by or under common control with any general partner of Landlord or any general partner of Landlord's general partner.
- B. "Building" shall mean the building in which the Premises are located, together with the Common Areas, and any fixtures, Systems and Equipment, furniture and other personal property owned or leased by Landlord located thereon or therein and used in connection therewith.
- C. "Common Areas" shall have the meaning specified therefor in Article 12.
- D. "Control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such controlled person or entity; the ownership directly or indirectly, of at least fifty-one percent (51%) of the voting securities of, or possession of the right to vote, in the ordinary direction of its affairs, at least fifty-one percent (51%) of the voting interest in, any person or entity shall be presumed to constitute such control.
- E. "Default Rate" shall mean ten percent (10%) per annum, or the highest rate permitted by applicable Law, whichever shall be less.
- F. "Expenses" shall mean all amounts of every kind and nature (except for and subject to the Expense Exclusions in Article 6.H.) which Landlord shall pay during any calendar year any portion of which occurs during the Term in connection with the Building, including, without limitation, any amounts paid for: (a) utilities, (b) permits, licenses and certificates necessary to operate and manage the Building and costs of complying with other legal requirements, (c) insurance applicable to the Building, which may include, without limitation, commercial general liability insurance, "all risk" insurance, earthquake, flood, boiler and rent loss coverage, automobile, worker compensation and employer liability insurance, (d) supplies, materials, tools, equipment, and vehicles used in the operation, repair, maintenance and security, cleaning, landscaping, and other services for the Building, including rental, installment purchase and financing agreements therefor and interest thereunder, (e) accounting, legal, consulting and other services to the extent those costs apply only to the Building, (f) management fees and charges paid or incurred by Landlord with respect to management of the Building by a third party manager, (g) payments under any easement, agreement, or instrument pertaining to the sharing of costs in the Building, (h) alarm monitoring and security service, fire and police protection, removal of ice and snow, (i) operation, maintenance, repair, replacement, inspection, testing, painting, decorating and cleaning of: (i) parking, loading and service areas and driveways (including re-striping and sealing), (ii) storm and sanitary drainage systems, (iii) Common Area lighting and other Systems and Equipment, (iv) flowers, shrubbery, trees, grass and other landscaping (including planting and replacement), (v) gutters and downspouts, roof flashings and roofs (including repairs), (vi) sidewalks and other walkways, exterior walls, foundations and other Common Areas, and decorations, fixtures, improvements and other facilities located in or serving any other Common Areas. The foregoing provision is for definitional purposes only and shall not be construed to impose any obligation

upon Landlord to incur such expenses. Landlord reserves the right to include Taxes attributable to the Common Areas apportioned first by the Building's proportional share of the Project, and then Tenant's Proportionate Share of the Building's proportionate share, as a part of Expenses rather than determining and billing the same separately. Notwithstanding anything in this Paragraph 28.F. to the contrary, Expenses shall not, however, include: interest and amortization of Mortgages, depreciation of buildings and other improvements (capital or otherwise), or capital expenditures, except those made primarily to reduce Expenses, or to comply with any Laws or other governmental requirements first taking effect after the Commencement Date; provided, all such permitted capital expenditures (together with reasonable finance charges) shall be amortized for purposes of this Lease over the useful life of the item, not to exceed five years.

- G. "HVAC" shall mean heating, ventilating and air-conditioning.
- H. "Landlord" and "Tenant" shall be applicable to one or more parties as the case may be, and the singular shall include the plural, and the neuter shall include the masculine and feminine; and if there be more than one, the obligations thereof shall be joint and several. If Tenant is a partnership, all new general partners admitted to the partnership after this Lease is entered shall be deemed jointly and severally liable for all obligations of Tenant hereunder, along with general partners at the time this Lease is entered, whether such obligations accrue before or after admission of such new partners. For purposes of any provisions indemnifying or limiting the liability of Landlord, the term "Landlord" shall include all of the parties identified in Article 33.
- I. "Law" or "Laws" shall mean all federal, state, county and local governmental and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedents in the state in which the Building is located, and decisions of federal courts applying the Laws of such state, at the time in question.
- J. "Lease Year" shall mean each calendar year or portion thereof during the Term, and any initial or final partial years are sometimes referred to herein as "Partial Lease Years"; provided, Landlord reserves the right to change the "Lease Year" to each consecutive twelve (12) month period commencing on the Commencement Date or such other date as Landlord shall designate by notice to Tenant.
- K. "Lender" shall mean the holder of any Mortgage at the time in question, and where such Mortgage is a ground lease, such term shall refer to the ground lessor.
- L. "Minimum Rent" shall mean the base rental amount exclusive of Taxes and Expenses.
- M. "Mortgage" shall mean all mortgages, deeds of trust, ground leases and other such encumbrances now or hereafter placed upon the Building or any part thereof, and all renewals, modifications, consolidations, replacements or extensions thereof, and all indebtedness now or hereafter secured thereby and all interest thereon.
- N. "Rent" shall have the meaning specified therefor in Article 5.
- O. "Systems and Equipment" shall mean any machinery, ducts, cables, wires, and other equipment, facilities, and systems designed to supply light or any other services or utilities, or comprising or serving as any component or portion of any electrical, plumbing, water, sewer, sprinkler, communications, alarm, security, or other systems or equipment for the Building, except to the extent that any of the same serves any tenant exclusively or is subject to shared tenant use as described in Article 10.
- P. "Taxes" shall mean all federal, state, county, or local governmental, special district, improvement district, municipal or other political subdivision taxes, fees, levies, assessments, charges or other impositions of every kind and nature (except for those taxes listed in the Expense Exclusions in Article 6.H.), whether foreseen or unforeseen, general, special, ordinary or extraordinary (unless required to be paid by Tenant

under Article 6), respecting the Building and the Common Areas, including without limitation, real estate and other ad valorem taxes, general and special assessments, interest on any special assessments paid in installments, transit taxes, water and sewer rents, taxes based upon the receipt of rent including, without limitation, gross receipts taxes applicable to the receipt of rent, personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, Systems and Equipment, appurtenances, furniture and other personal property used in connection with the Building which Landlord shall pay during any calendar year, any portion of which occurs during the Term (without regard to any different fiscal year used by such government or municipal authority except as provided in Article 6). Notwithstanding the foregoing, Taxes shall not include excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes, and other taxes to the extent applicable to Landlord's general or net income (as opposed to rents, receipts or income attributable to operations at the Building). If the method of taxation of real estate prevailing at the time of execution hereof shall be, or has been altered, so as to cause the whole or any part of the taxes now, hereafter or theretofore levied, assessed or imposed on real estate to be levied, assessed or imposed on Landlord, wholly or partially, as a capital levy or otherwise, or on or measured by the rents received therefrom, then such new or altered taxes attributable to the Building shall be included within the term "Taxes", except that the same shall not include any enhancement of said tax attributable to other income of Landlord. Tenant shall pay increased Taxes whether Taxes are increased as a result of increases in the assessment or valuation of the Building (whether based on a sale, change in ownership or refinancing of the Building or otherwise), increases in tax rates, reduction or elimination of any rollbacks or other deductions available under current law, scheduled reductions of any tax abatement, elimination, invalidity or withdrawal of any tax abatement, or for any other cause whatsoever. In addition, Landlord may include in Taxes any actual, out-of-pocket expenses incurred by Landlord in attempting to protest, reduce or minimize Taxes (including without limitation, fees for attorneys, consultants, appraisers and other experts) in the calendar year such expenses are paid. If any taxes or assessments are assessed against larger sites that include the Building, Landlord may equitably allocate such taxes and assessments to determine the Building's share.

- Q.** "Tenant's Proportionate Share" is currently 27.258%. If there should be an actual increase or decrease in the RSF of the Building or the Premises and Landlord provides written verification that such increase or decrease has been calculated in accordance with the then-applicable ANSI/BOMA standards, Tenant's Proportionate Share shall be adjusted accordingly and the parties' shall memorialize the adjustment in writing. As of the Commencement Date of this Lease, the RSF of the Building is 41,969.
- R.** "Unavoidable Delays" shall mean delays due to strikes, lockouts, labor troubles, inability to procure labor or materials or reasonable substitutes therefor, failure of power, governmental requirements, restrictions or Laws, fire or other casualty damage, war or civil disorder, or other causes beyond the reasonable control of the party delayed; provided, Unavoidable Delays hereunder shall not include delays resulting from changes in economic or market conditions, or financial or internal problems of the parties or problems that can be satisfied by the payment of money. As a condition to Tenant's right to claim an Unavoidable Delay, Tenant shall notify Landlord within seven (7) days after the delay occurs and on at least a weekly basis thereafter describing in reasonable detail the nature and the status of Tenant's diligent efforts to end the delay.

ARTICLE 29 -- RULES

Tenant shall comply with all of the rules which are set forth in Rider One attached to this Lease, as the same may be amended or supplemented hereunder (the "Rules"). Landlord shall have the right by reasonable written notice to Tenant to reasonably amend such Rules and supplement the same with other reasonable Rules relating to the Building or the promotion of safety, care, cleanliness or good order therein. Nothing herein shall be construed to give Tenant or any other party any claim against Landlord arising out of the violation of such Rules by any other tenant, occupant or visitor of the Building, or out of the enforcement, modification or waiver of the Rules by Landlord in any particular instance. Notwithstanding the above, Landlord shall apply the Rules equally and without prejudice to all tenants in the Project.

ARTICLE 30 -- NO WAIVER

No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and Landlord's consent respecting any action by Tenant shall not constitute a waiver of the requirement for obtaining Landlord's consent respecting any subsequent action. Acceptance of Rent by Landlord shall not constitute a waiver of any breach by Tenant of any term or provision of this Lease. No acceptance of a lesser amount than the Rent herein stipulated shall be deemed a waiver of Landlord's right to receive the full amount due, nor shall any endorsement or statement on any check or payment or any letter accompanying such check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the full amount due. The acceptance of Rent or of the performance of any other term or provision from any party other than Tenant, including any Transferee, shall not constitute a waiver of Landlord's right to approve any Transfer.

ARTICLE 31 -- ATTORNEYS' FEES, COUNTERCLAIMS, VENUE AND JURY TRIAL

In the event of any litigation between the parties relating to this Lease, the Premises, the Building, or the Project, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs as part of the judgment or settlement therein. If either party shall be made a party to any litigation commenced by or against the other party and is not found to be at fault, the other party shall pay all reasonable costs, expenses and attorneys' fees incurred by such party in connection with such litigation. Any action or proceeding brought by either party against the other for any matter arising out of or in any way relating to this Lease, the Premises, the Building, or the Project, shall be heard in the County where the Building is located. In any forcible entry and detainer proceeding, or similar summary proceeding or other action based on termination or holdover of this Lease, Tenant shall not interpose by consolidation of actions, removal to chancery or otherwise, any counterclaim, claim for set-off, recoupment or deduction of Rent, or other claim seeking affirmative relief of any kind (except a mandatory or compulsory counterclaim which Tenant would forfeit if not so interposed), it being the intent of the parties hereto that Tenant be strictly limited in such instance to bringing a separate action in the court of appropriate jurisdiction. The foregoing waiver is a material inducement to Landlord making, executing and delivering this Lease. Landlord and Tenant waive their right to trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other, or with respect to any issue or defense raised therein (including but not limited to the right to an advisory jury), including but not limited to with respect to any matters whatsoever arising out of, or in any way connected with this Lease, the relationship of Landlord and Tenant and Tenant's use and occupancy of the Premises.

ARTICLE 32 -- PERSONAL PROPERTY TAXES

Tenant shall pay before delinquent all taxes, assessments, license fees, charges or other governmental impositions assessed against or levied or imposed upon Tenant's business operations, Tenant's leasehold interest, or based on Tenant's use or occupancy of the Premises, or Tenant's fixtures, furnishings, equipment, leasehold improvements, inventory, merchandise, and personal property located in the Premises (whether or not title shall have vested in Landlord pursuant to any provision hereof). Whenever possible, Tenant shall cause all such items to be assessed and billed separately from the property of Landlord and other parties. If any such items shall be assessed and billed with the property of Landlord or another party, Landlord shall include the same or an appropriate portion thereof in Expenses, or shall reasonably allocate the same or an appropriate share thereof between Tenant and such other party (and Tenant shall promptly pay the amount so allocated to Tenant).

ARTICLE 33 -- NOTICES

Except as expressly provided to the contrary in this Lease, every notice, demand or other communication given by either party to the other with respect hereto or to the Premises or Building, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by national air courier service, or United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Tenant:

Midwest Physician Alliance, Inc.
Attention: Chief Operating Officer
13001 S. 104TH Avenue, Suite 100
Palos Park, Illinois 60464

-AND-

Midwest Physician Alliance, Inc.
Attention: Chief Operating Officer
11560 South Kedzie Avenue
Merrionette Park, Illinois 60803

If to Landlord:

Corinthian Kedzie LLC
11600 South Kedzie Avenue
Merrionette Park, Illinois 60803

-AND-

Starr, Bejgiert, Zink & Rowells
Attention: Dave Bejgiert
35 East Wacker Drive, Suite 1870
Chicago, Illinois 60601

or such other address or addresses as Tenant or Landlord may from time to time designate by notice given as above provided. Every notice or other communication hereunder shall be deemed to have been served as of the second (2nd) business day following the date of such mailing or the first business day following the date of such dispatch by national air courier service or immediately if personally delivered. Notices not sent in accordance with the foregoing shall be of no force or effect until received by the foregoing parties at such addresses required herein.

ARTICLE 34 -- REAL ESTATE BROKERS

Tenant shall defend, indemnify and hold Landlord harmless from all damages, judgments, liabilities and expenses (including attorneys' fees) arising from any claims or demands of any broker, agent or finder with whom Tenant has dealt for any commission or fee alleged to be due in connection with its participation in the procurement of Tenant or the negotiation with Tenant of this Lease, other than a broker with whom Landlord has signed a written agreement relating to this Lease. Notwithstanding anything contained herein to the contrary, Landlord agrees that it shall pay a commission to ProTen Realty Group ("Tenant's Broker") per the separate Commission Agreement dated February 2, 2016, as a part of this transaction.

ARTICLE 35 -- GENERATOR

- A. Subject to all applicable law and any regulations, Landlord hereby grants Tenant a license for the Term (as the same may be terminated or extended pursuant to this Lease) to install up to a back-up natural-gas powered generator with associated tank and concrete pad (collectively, the "Generator") in the parking spaces immediately adjacent to the exterior wall of the catheter lab (the "Generator Area"), and to use such portions of the common areas within the Building (taking into account the location of the Generator Area) as reasonably required (and reasonably approved by Landlord) to connect the Generator to the Premises, all subject to the terms and conditions of this Article 35. The license to install the Generator specified in this Article 35 is and shall be personal to Tenant and any Permitted Transferee and shall not be transferred or assigned by Tenant or inure to the benefit of any party other than the Tenant and any Permitted Transferee. In no event will Tenant be entitled to install any underground storage tanks in connection with the Generator or the license granted to Tenant hereunder. The license granted hereby shall be non-revocable

by Landlord, except in the event of a default by Tenant under this Lease which continues beyond the applicable notice and cure period.

- B. Location; Approval of Plans. Landlord will have the right to review and approve, in its reasonable discretion, all plans and specifications for the Generator and for the installation of the Generator and any related equipment including, but not limited to the Generator switch-gear location and/or electrical control panel. Landlord will have the right, in its commercially reasonable judgment, to designate the location of all equipment connecting the Generator with the Premises (including, without limitation, all wires, cables and other connecting equipment).
- C. Costs. Tenant will be solely responsible for all costs and expenses incurred in installing, operating (including any utility expense), maintaining, repairing and removing the Generator from the common area and the Generator's connections with the Premises. Without limiting the foregoing, Tenant will, at its sole cost and expense, comply with all laws, and all reasonable procedures established by Landlord, relating to the installation (including supplemental landscaping and the restoration of common areas of the Building to their pre-installation condition if disturbed by Tenant's installation of the Generator), operation, maintenance, repair and removal of the Generator and related equipment and facilities, the Generator's connections with the Premises and the storage and use of any hazardous materials related thereto, including, without limitation, diesel fuel.
- D. Title and Liability. Title in and to the Generator and all equipment related thereto installed by Tenant will be vested in Tenant throughout the Term. Unless otherwise caused by the negligence or willful misconduct of Landlord, Tenant will indemnify, defend and hold Landlord, Landlord's managing agent, and Landlord's mortgagees and contractors harmless from and against any and all claims, liens, costs, expenses and liabilities (including reasonable attorneys' fees) arising out of or in connection with the Generator. The provisions of this sub-section D. shall inure to the benefit of Landlord's successors and/or assigns. Tenant's obligations under this sub-section D. will survive the expiration or earlier termination of the Term.
- E. Removal. Tenant will, at its sole cost and expense, remove the Generator and all equipment and facilities related thereto installed by Tenant upon the earlier to occur of (i) Tenant's permanent vacation of the Premises or (ii) on or before the end of the term of this Lease. Upon such removal, Tenant shall promptly restore the Generator Area and those portions of the Building Common Areas used for the Generator and/or used to connect the Generator to the Premises, including, without limitation, parking spaces and asphalt, to their original condition that existed prior to the installation of the Generator. The provisions of this sub-section E. shall survive the termination or expiration of this Lease.

ARTICLE 36 -- MISCELLANEOUS

- A. Each of the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, guardians, custodians, successors and assigns, subject to the provisions of Article 20 respecting Transfers.
- B. This Lease shall be construed in accordance with the Laws of the State of Illinois.
- C. All obligations (including indemnity obligations) or rights of either party arising during or attributable to the period prior to expiration or earlier termination of this Lease shall survive such expiration or earlier termination.
- D. Landlord agrees that if Tenant timely pays the Rent and performs the terms and provisions hereunder, Tenant shall hold and have quiet enjoyment of the Premises during the Term, free of lawful claims by any party acting by or through Landlord, subject to all other terms and provisions of this Lease.
- E. The parties agree that they intend hereby to create only the relationship of landlord and tenant. No provision hereof, or act of either party hereunder, shall be construed as creating the relationship of principal

and agent, or as creating a partnership, joint venture or other enterprise, or render either party liable for any of the debts or obligations of the other party, except under any indemnity provisions of this Lease.

- F. This Lease, and any Riders and Exhibits hereto, have been mutually negotiated by Landlord and Tenant, and any ambiguities shall not be interpreted in favor of either party.

ARTICLE 37 -- LAWS & CODES AND THE AMERICANS WITH DISABILITIES ACT

Landlord confirms the Project complies with all laws, codes and other governmental rules and regulations including but not limited to ADA and CFC's and fire and life safety ingress and egress. Landlord shall be responsible for compliance with the Americans with Disabilities Act of 1992 and regulations and guidelines promulgated there under, as all of the same may be amended and supplemented from time to time (collectively referred to herein as "ADA") in the common areas including, but not limited to, main lobbies, common corridors, toilet rooms, egress exits and drinking fountains of the Building and Base Building Work. The parties acknowledge that the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time (collectively referred to herein as the "ADA"), establish requirements for business operations, accessibility and barrier removal, and that such requirements may or may not apply to the Premises and Building depending on, among other things: (1) Tenant's business is deemed a "public accommodation" or "commercial facility", (2) whether such requirements are "readily achievable", and (3) whether a given alteration affects a "primary function area" or triggers "path of travel requirements". The parties agree that: (a) Landlord shall be responsible for ADA Title III compliance for all areas of the Building, Common Areas, and the Premises. The parties shall each be solely responsible for requirements under Title I of the ADA relating to their respective employees.

ARTICLE 38 -- PARKING

Tenant and Tenant's employees shall park their cars only in those parking areas designated by Landlord for tenant and employee parking and shall use such areas only for parking cars. The Project has 529 parking spaces available for the approximately 100,000 RSF of building space amongst the three (3) buildings in the Project. Landlord shall provide a minimum of 5.2 parking spaces per 1,000 RSF of space leased by Tenant for the Term and any extensions and of these parking spaces, Tenant shall have the exclusive use of twenty (20) reserved parking spaces within the parking area designed on Exhibit B attached hereto. Landlord reserves the right to assign specific spaces, and reserve spaces for small cars, handicapped individuals, and other tenants, customers of tenants or other parties (and Tenant and its employees, visitors and invitees shall not park in any such assigned or reserved spaces). In case of any violation of these provisions, or any applicable Laws, Landlord may refuse to permit the violator to park, and remove the vehicle owned or driven by the violator from the Building without liability whatsoever, at such violator's risk and expense. These provisions shall be in addition to any other remedies available to Landlord under this Lease or otherwise. Landlord represents and covenants that, as of the Commencement Date and throughout the Term and any extensions of the Lease (i) Landlord will provide an adequate number of handicapped parking spaces placed around the Building as required by local code, and (ii) all parking spaces shall be free of charge to Tenant and its employees, patients and invitees.

ARTICLE 39 -- SIGNAGE

- A. At Tenant's cost (except for Building directory listing in the Lobby and inside Suite Entry signs, which will be provided and paid for by Landlord per Building standards), Tenant shall have the right to: (i) Building Top signage, (ii) Eyebrow signage, (iii) Monument signage, (iv) Main lobby signage, and (v) Suite Entry signage for the outside separate entry as partially shown on Exhibit D and subject to the requirements of Article 8.
- B. Landlord, at Landlord's sole cost and expense shall, prior to the Commencement Date, remove the Everest College sign (including the signage housing) above the main entrance to the Building.

ARTICLE 40 -- HEALTH CARE REQUIREMENTS

- A. Health Care Regulatory Requirements.** To the extent the following is applicable, and to the extent Landlord or any owner of Landlord is a physician, the parties hereto acknowledge and agree that (a) the Premises leased hereunder do not exceed that which are reasonable and necessary for Tenant's legitimate business purpose and are used exclusively by Tenant during the Term; (b) the rental charges over the Term are set in advance, are consistent with fair market value, and are not determined in a manner that takes into account the volume or value of any referrals or other business generated between the parties; and (c) this arrangement would be commercially reasonable even if no referrals were made between the parties. Nothing in this Lease, whether written or oral, nor any consideration in connection herewith requires the referral of any patient. This Lease is not intended to influence the judgment of Tenant in choosing the medical facility appropriate for the proper treatment of patients. Tenant shall not receive any compensation or remuneration in exchange for referrals. The parties hereto support a patient's right to select the medical facility of his or her choice. The parties specifically do not intend to violate the federal (or any state's versions of the) Stark Law and Anti-Kickback Statute and intend to meet the requirements of the Lease Exception set forth at 42 CFR 411.357(a), and to the extent possible, of the Lease Safe Harbor set forth at 42 CFR 1001.952(b).
- B. No Referral Obligation.** To the extent applicable, and to the extent Landlord or any owner of Landlord is a physician, nothing in the Lease shall be construed to require Landlord to refer patients to Tenant or to require Tenant to refer patients to Landlord.
- C. Compliance With All Laws.** To the extent applicable, and to the extent Landlord or any owner of Landlord is a physician, each party warrants that any use of the Premises and any services to be provided hereunder, whether by either party directly or by an approved subtenant, shall fully comply with all applicable federal, state, and local statutes, laws, rules, and regulations now in effect or hereafter enacted or passed during the Term, and that it shall be deemed a material default of this Lease if either party shall fail to observe this requirement. If such a breach is not cured in accordance with this Lease, the other party may terminate this Lease without penalty and without limiting any other rights and remedies set forth in this Lease. Specifically, but not by way of limitation, each party warrants that any use of the Premises and any service to be provided hereunder shall comply with all applicable statutes, laws, rules, regulations, and accreditation standards and requirements of Medicare or Medicaid or other federal or state health programs, The Joint Commission, as applicable, the Health Insurance Portability and Accountability Act of 1996 and all regulations promulgated thereunder ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2010, 42 U.S.C. §§ 17921 and 17931 et. seq. ("HITECH ACT"), the National Committee for Quality Assurance, as applicable, and updates to incorporate any changes to such statutes, laws, rules, regulations, standards, and requirements.

ARTICLE 41 -- ENTIRE AGREEMENT

This Lease, together with all Riders and Exhibits attached hereto (**WHICH COLLECTIVELY ARE HEREBY INCORPORATED WHERE REFERRED TO HEREIN AND MADE A PART HEREOF AS THOUGH FULLY SET FORTH**), contains all the terms and provisions between Landlord and Tenant relating to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same shall be of any force or effect. **TENANT HAS RELIED ON TENANT'S INSPECTIONS AND DUE DILIGENCE IN ENTERING THIS LEASE AND NOT ON ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE CONDITION OR SUITABILITY OF THE PREMISES OR BUILDING FOR ANY PARTICULAR PURPOSE OR CONCERNING ANY OTHER MATTER.** Neither this Lease, nor any Riders or Exhibits referred to above may be modified, except in writing signed by both parties.

ARTICLE 42 -- EXCLUSIVITY

- A. Exclusive Use.** As used in this Article 42, the "Exclusive Use" shall mean the practice of cardiac medicine or provision of cardiology services.

- B. Exclusivity.** So long as Tenant is not in Default under this Lease and the primary use being made of the Premises is the Exclusive Use, and subject to applicable anti-trust and fair trade laws, statutes, rules and regulations, Landlord agrees that Landlord will include in all leases for all other tenants an express restriction from using the Premises for the Exclusive Use (but such restriction shall only apply for so long as the foregoing conditions are then in effect). It shall not be a breach of the aforesaid covenant and Landlord shall have no liability to Tenant hereunder if:
- (a) any tenant of the Building uses its premises for the Exclusive Use in violation of the express permitted use set forth in such tenant's lease;
 - (b) any tenant of the Building uses its premises for the Exclusive Use, but such use is incidental to and not the primary use permitted under such tenant's lease; or
 - (c) any tenant of the Building subleases its premises or transfers or assigns its lease (whether by voluntary transfer, bankruptcy or operation of law) to a tenant which uses its premises for the Exclusive Use; provided, however, that Landlord shall, if and to the extent permitted by law, withhold its consent to any such sublease, transfer or assignment.
- C. Enforcement.** In the event of the occurrence of an event described in either clause (a) or (c) of Paragraph B above, Landlord shall use reasonable efforts (but shall not be obligated to institute any legal action) to cause the applicable tenant to cease such unpermitted use; provided, however, that if such unpermitted use continues for ninety (90) days or more and Landlord has not instituted any legal action to cause such tenant to cease such unpermitted use, then Tenant shall be authorized, at Tenant's expense and as Landlord's assignee, to institute legal action to cause such tenant to cease such unpermitted use, and shall be entitled to keep all legal fees awarded in such action.

ARTICLE 43 -- PURCHASE RIGHT

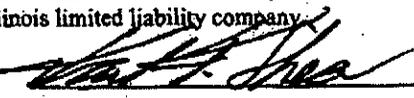
Throughout the Term and any Renewal Term, provided Tenant is not then in Default under this Lease beyond any applicable cure period, Tenant shall have the right of first offer for thirty (30) days after written notice from Landlord to purchase the Building when the Landlord decides to sell the Building based on a mutually agreeable capitalization rate ("Cap Rate") which shall not be lower than seven percent (7%) and will be based on a formula that shall have the Cap Rate applied on a "true" net income number, that the Tenant will be able to review thoroughly, and at its option, audit.

[Signature Page Follows]

IN TESTIMONY WHEREOF, the parties have caused this Lease to be executed as of the day and year first above written.

LANDLORD:

CORINTHIAN KEDZIE LLC,
an Illinois limited liability company

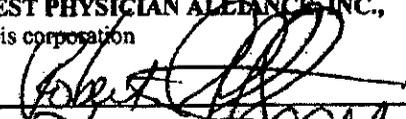
By: 

Name: Karl F. Shea

Its: Manager

TENANT:

MIDWEST PHYSICIAN ALLIANCE, INC.,
an Illinois corporation

By: 

Name: Robert Taffaldano

Its: Exec Committee

RIDER ONE

Rules

(1) **Common Areas.** Tenant shall not use the Common Areas, including areas adjacent to the Premises, for any purpose other than ingress and egress and parking, and any such use thereof shall be subject to the other provisions of this Lease, including these Rules. Utility closets and other such areas shall be used only for the purposes and in the manner designated by Landlord, and may not be used by Tenant, or its contractors, agents, employees, or other parties without Landlord's prior written consent, except for those in the Premises for Tenant's exclusive use.

(2) **Deliveries.** Furniture, inventory and all other deliveries shall be at Tenant's sole risk. Tenant shall move into the Premises all inventory, supplies, furniture, equipment and other items within a reasonable period after they are received.

(3) **Trash, Pest Control and Fire Protection.** All garbage, refuse, trash and other waste shall be kept in the kind of container, placed in the areas, and prepared for collection in the manner and at the times and places specified by Landlord. If Landlord designates a service to pick up such items, Tenant shall also use the same at Tenant's cost. Tenant shall use, at Tenant's cost, such pest and rodent extermination contractor as Landlord may direct and at such intervals as Landlord may require; Tenant shall provide Landlord with evidence of Tenant's compliance with this provision within five (5) days after Landlord's written request. Notwithstanding the foregoing, Landlord may provide or arrange for trash collection, pest control and/or supervised fire sprinkler and/or alarm service for the Building; in such case, Tenant shall pay Tenant's Proportionate Share of the cost thereof (or such other share as Landlord may fairly and reasonably determine) to Landlord on or before the first day of each calendar month in advance, or Landlord may include such charges in Expenses.

(4) **Signs and Display Windows.** Tenant shall not place any sign or other thing of any kind outside the Premises (including without limitation, exterior walls and roof), or on the interior or exterior surfaces of glass panes or doors, except such single sign as Landlord shall expressly approve in writing for or in connection with Tenant's Premises. Within the Premises, Tenant shall not: (i) install any sign within 24 inches of any window, or (ii) install any sign that is visible from outside the Premises or that is illuminated, without Landlord's prior written approval. All Tenant's signs shall be professionally designed, prepared and installed and in good taste so as not to detract from the general appearance of the Premises or the Building and shall comply with the sign criteria developed by Landlord from time to time. The term "sign" in this Rule shall mean any sign, placard, picture, name, direction, lettering, insignia or trademark, advertising material, advertising display, awning or other such item, except that Tenant's sign shall be an actual sign. Blinds, shades, drapes or other such items shall not be placed in or about the windows in the Premises except to the extent, if any, that the character, shape, design, color, material and make thereof is first approved by Landlord in writing.

(5) **Plumbing Equipment.** The toilet rooms, urinals, wash bowls, drains and sewers and other plumbing fixtures, equipment and lines shall not be misused or used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein.

(6) **Roof; Awnings and Projections.** Tenant shall not install any aerial, antennae, satellite dish or any other device on the roof, exterior walls or Common Areas of the Building. No awning or other projection shall be attached by or for Tenant to the exterior walls of the Premises or the Building.

(7) **Locks and Keys.** Upon termination of the Lease or Tenant's right to possession, Tenant shall: (i) return to Landlord all keys, parking stickers or cards, and in the event of loss of any such items shall pay Landlord therefor, and (ii) advise Landlord as to the combination of any vaults or locks that Landlord permits to remain in the Premises.

(8) **Unattended Premises.** Before leaving the Premises unattended, Tenant shall close and securely lock all doors or other means of entry to the Premises and shut off all lights (except signs required to be illuminated

hereunder), water faucets and other utilities in the Premises (except heat to the extent necessary to prevent the freezing or bursting of pipes).

(9) Energy Conservation. Tenant shall not waste electricity, water, heat or air conditioning, or other utilities or services, and agrees to cooperate fully with Landlord and comply with any Laws to assure the most effective and energy efficient operation of the Building.

(10) Food, Beverages, Game and Vending Machines. Except to the extent expressly permitted under Article 1 of this Lease, Tenant shall not: (i) use the Premises for the manufacture, preparation, display, sale, barter, trade, gift or service of food or beverages, including without limitation, intoxicating liquors, or (ii) install, operate or use any video, electronic or pinball game or machine, or any coin or token operated vending machine or device to provide products, merchandise, food, beverages, candy, cigarettes or other commodities or services including, but not limited to, pay telephones, pay lockers, pay toilets, scales, and amusement devices.

(11) Going-Out-Of-Business Sales and Auctions. Tenant shall not use, or permit any other party to use, the Premises for any distress, fire, bankruptcy, closeout, "lost our lease" or going-out-of-business sale or auction. Tenant shall not display any signs advertising the foregoing anywhere in or about the Premises. This prohibition shall also apply to Tenant's creditors.

(12) Labor Relations. Tenant shall conduct its labor relations and relations with employees so as to avoid strikes, picketing, and boycotts of, on or about the Premises or Building. If any employees strike, or if picket lines or boycotts or other visible activities objectionable to Landlord are established, conducted or carried out against Tenant, its employees, agents, contractors, or subcontractors in or about the Premises or Building, Tenant shall immediately close the Premises and remove or cause to be removed all such employees, agents, contractors, and subcontractors until the dispute has been settled.

(13) Landlord's Trade Name and Trademarks. No symbol, design, name, mark or insignia adopted by Landlord for the Building or picture or likeness of the Building shall be used by Tenant without the prior written consent of Landlord.

(14) Prohibited Activities. Tenant shall not: (i) use strobe or flashing lights in or on the Premises or in any signs therefor, (ii) use, sell or distribute any leaflets, handbills, bumper stickers, other stickers or decals, balloons or other such articles in the Premises (or other areas of the Building), (iii) operate any loudspeaker, television set, phonograph, radio, CD player or other musical or sound producing instrument or device so as to be heard outside the Premises, (iv) operate any electrical or other device which interferes with or impairs radio, television, microwave, or other broadcasting or reception from or in the Building or elsewhere, (v) bring or permit any or other vehicle, or dog (except in the company of a blind party), or other animal, fish or bird in the Building, (vi) make or permit objectionable noise, vibration or odor to emanate from the Premises or any equipment serving the same, (vii) do or permit anything in or about the Premises that is unlawful, immoral, obscene, pornographic, or which tends to create or maintain a nuisance or do any act tending to injure the reputation of the Building, (viii) use or permit upon the Premises anything that violates the certificates of occupancy issued for the Premises or the Building, or causes a cancellation of Landlord's insurance policies or increases Landlord's insurance premiums (and Tenant shall comply with all requirements of Landlord's insurance carriers, the American Insurance Association, and any board of fire underwriters), (ix) use the Premises for any purpose, or permit upon the Premises anything, that may be dangerous to parties or property (including but not limited to flammable oils, fluids, paints, chemicals, firearms or any explosive articles or materials), (x) permit any of its employees or customers to loiter in any Common Areas, nor (xi) do or permit anything to be done upon the Premises in any way tending to disturb, bother or annoy any other occupant at the Building or the occupants of neighboring property.

(15) Responsibility for Compliance. Tenant shall be responsible for ensuring compliance with these Rules, as they may be amended, by Tenant's employees and as applicable, by Tenant's agents, invitees, contractors, subcontractors, and suppliers.

EXHIBIT A
FIRST FLOOR PLAN

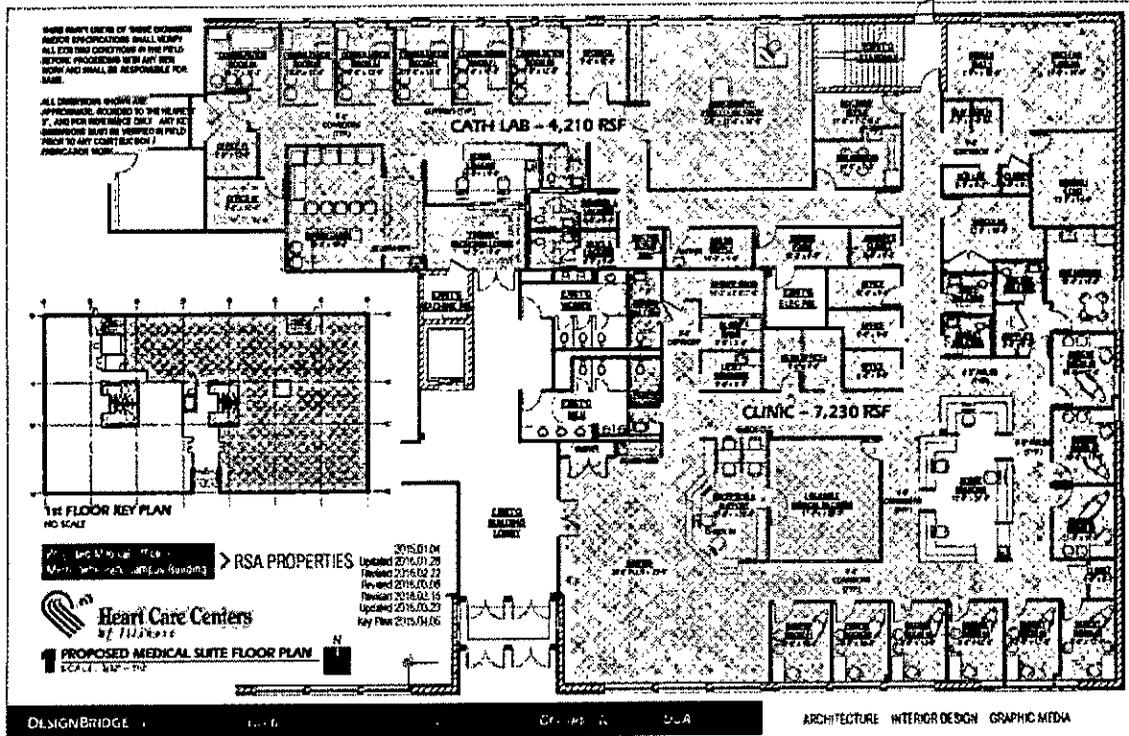
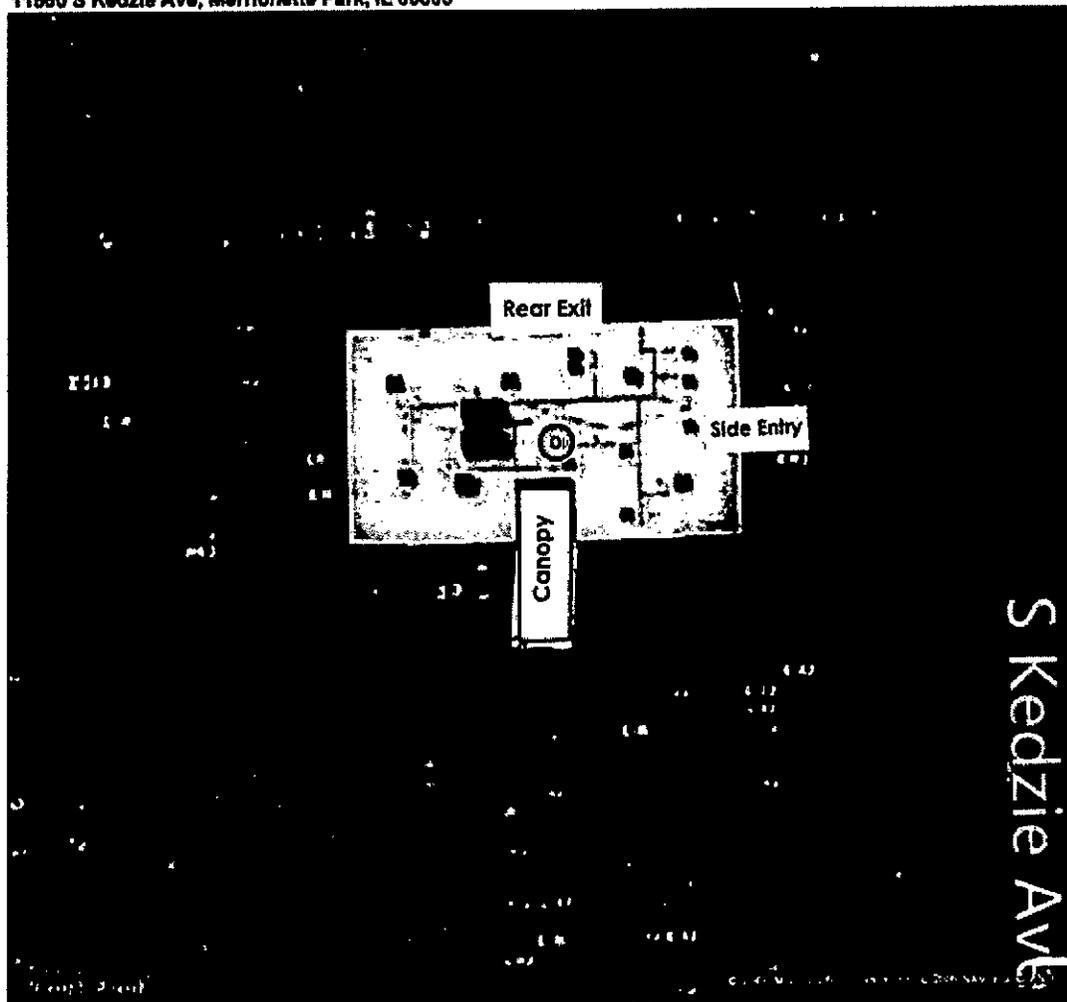


EXHIBIT B

BUILDING ENTRIES & COMMON AREAS AND PARKING

NOTE: THE SIDE AREA IS NO LONGER APPLICABLE

11680 S Kedzie Ave, Merrifonette Park, IL 60803



ProTen Realty Group
CORPAC INTERNATIONAL

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EXHIBIT C

LANDLORD'S WORK

Landlord shall provide a turnkey to a detailed plan by Landlord's architect approved by Tenant in writing. Construction shall include, but not be limited to, all fees for construction, architectural, design, mechanical, engineering, permitting, and the cost of consultants relating to the transaction and related build-out. Shielding, i.e., lead lining to shield GE OEC 9900, will be provided as and where required and specified by a radiation shielding physicist for minimal shielding requirements; provided, however, that notwithstanding anything to the contrary that may or may not be specified by a radiation shielding specialist, the east-wall separating the angiography suite from the physicians' offices and breakroom will be shielded. *Note:* all other installation requirements for Tenant's medical equipment will be provided by Tenant's equipment installation contractor(s). Landlord will fully cooperate with Tenant's equipment installation contractor(s).

LANDLORD'S WORK

Landlord to design and construct on a Turnkey basis (as more completely described in Article 6 of the Lease), the Premises based on Final Plans approved in writing by Tenant. Construction Finishes for the Premises to be part of the Turnkey by Landlord are: Landlord to provide the following construction and finishes for the Premises as listed on the floor plan dated 3/23/16 and attached as Exhibit A as Landlord's Work:

1. Partition walls,
2. Drywall (5/8", taped, primed and painted),
3. 120/277 electrical,
4. Plumbing,
5. HVAC
6. Lighting,
7. Fire sprinklers,
8. Finished flooring,
9. Finished ceiling,
10. Doors,
11. Windows,
12. Writing platforms in consultation rooms and patient rooms, as needed,
13. Split air conditioning system in Server room,
14. Counters and cabinetry for reception area, nurse stations, break room, beverage center and washrooms.
15. Lead lining to shield GE OEC 9900 where required and specified by a radiation shielding physicist; provided, however, that notwithstanding anything to the contrary that may or may not be specified by a radiation shielding specialist, the east-wall separating the angiography suite from the physicians' offices and breakroom will be shielded

LANDLORD COVENANTS TO TENANT THAT THE TYPE AND QUALITY OF FINISHES WILL BE SUBSTANTIALLY SIMILAR TO OR BETTER THAN HEART CARE CENTER'S MOKENA FACILITY.

Not included in Landlord's construction is:

16. Low voltage wiring (phone/data, alarm, video), and
17. Additional shelving and cabinets not specified in the approved floor plan 3/23/16.
18. Backup electrical power.
19. Mobile furniture (desk, chairs, etc.).
20. Oxygen / air supplies.
21. Emergency door.

Description of Room Finishes

- **Waiting Area**
 - Vinyl planking throughout walkways
 - Carpeted flooring in seating area
 - Crown molding on walls
 - 10 foot ceilings
 - Stained oak wood paneling approximately four feet high
 - Brown vinyl base
 - Two foot by four foot acoustic ceiling tile with two foot by four foot fluorescent lighting
 - Painted walls (2 coats satin finish)
- **Reception Area**
 - Stained oak reception desk
 - Stained oak built-in cabinets
 - Double soffit ceilings with crown molding on top soffit
 - Carpeted flooring
 - LED luminaires surrounding reception desk
- **Washrooms**
 - ADA compliant
 - Corian counters, Bobrick accessories and Kohler fixtures
 - 2"x2" ceramic floor tile
- **Hallways**
 - Six foot wide aisles
 - Nine foot high ceilings
 - Two foot by four foot acoustic ceiling tile with two foot by four foot fluorescent lighting
 - Vinyl composition tile flooring
 - Vinyl base
 - Painted walls
 - Edge guards on outside corners
- **Exam Rooms**
 - Nine foot high ceilings
 - Two foot by four foot acoustic ceiling tile with two foot by four foot fluorescent lighting
 - Vinyl composition tile flooring
 - Vinyl base
 - Painted walls
 - Sink base cabinet with sink, faucet and goose-neck spout
 - Wall-mounted desk counter
 - Bobrick hand towel dispenser above sink
- All Doors - Solid-core red oak veneer with clear satin finish and door hardware with locks as required.
- All Walls - 5/8" drywall on 3-5/8" metal studs on 16" centers per plan
- All Mechanicals - Reworked as needed to meet HCCI requirements.
- In addition to the above, Landlord shall, at Landlord's sole cost and expense, install an electronic lock on existing interior stairwell door.

EXHIBIT D

SIGNAGE

NOTE : THERE IS NO LONGER AN ENTRY ON THE EAST SIDE OF BUILDING; NO SIGNAGE

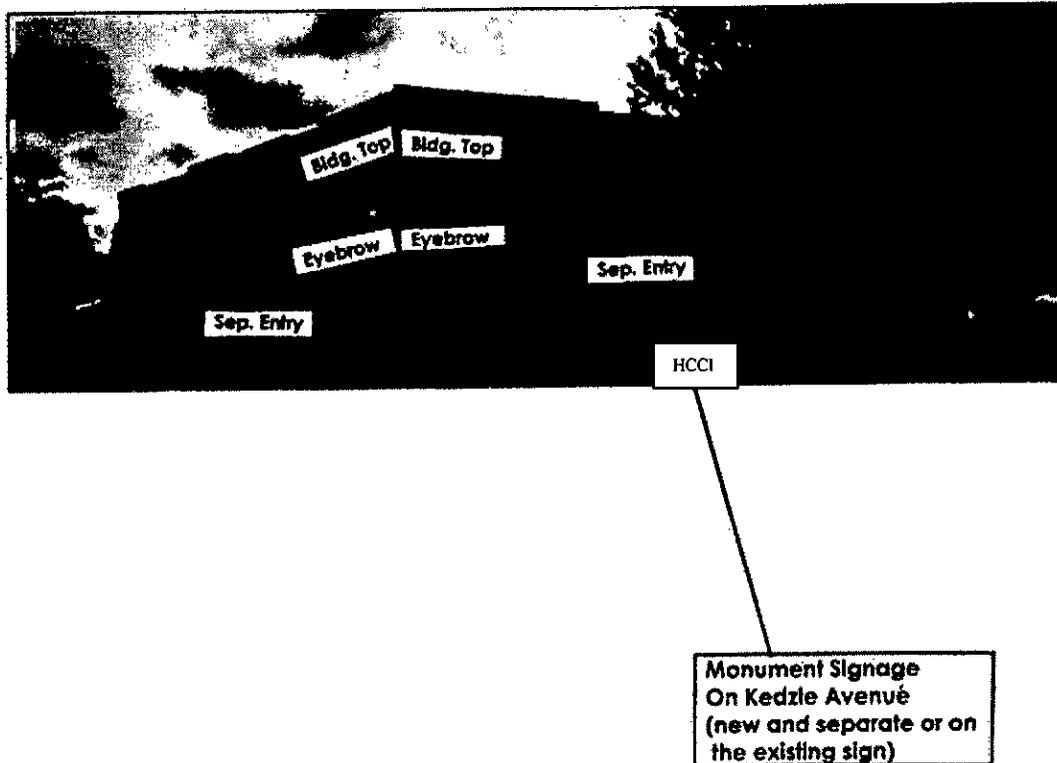


EXHIBIT E

TENANT'S INITIAL INSTALLATION

1. Tenant shall install certain physician-specific furniture, fixtures and equipment within the Premises.
2. Tenant shall have the right to install the Generator.

EXHIBIT F

TEMPERATURE TOLERANCES

Summer:	Not more than 76 degrees Fahrenheit dry bulb / inside when outside temperatures reach a high, up to 95 degrees Fahrenheit dry bulb, 74 degrees Fahrenheit wet bulb.
Winter:	Not less than 70 degrees Fahrenheit dry bulb / inside when outside temperatures reach a low, up to -10 degrees Fahrenheit dry bulb.
Building Supply System:	55 degrees Fahrenheit maximum temperature of supply air for cooling; 60 degrees Fahrenheit minimum temperature of supply air for heating.
Air Quantity Delivered to the Premises:	1.0 cfm/usable square foot with a minimum twenty percent (20%) comprised of outside fresh air.
Design Population:	One (1) person per one hundred (100) usable square foot with a maximum of electrical and office machine load of five (5) watts per usable square foot.

October 11, 2017

Premier Cardiac Surgery Center, LLC
11560 South Kedzie Avenue, Suite 102
Merrionette Park, IL 60803
Attention: Mark Berlin

RE: Merrionette Park Medical Center, Suite 102 Sublease

Dear Mr. Berlin:

This letter of intent ("Letter of Intent") outlines the basic business terms and conditions upon which Midwest Physician Alliance ("Tenant") would be willing to execute a sublease ("Sublease") with Premier Cardiac Surgery Center, LLC ("Subtenant"), whereby Subtenant shall occupy the Premises (as defined below) during certain days of each month throughout the term of the Sublease, it being understood that additional terms and conditions remain to be negotiated between the parties and final approval is contingent upon certain government consents as identified herein.

Landlord	Corinthian Kedzie, LLC 11600 South Kedzie Avenue Merrionette Park, Illinois 60803 Attention: Karl Shea
Tenant	Midwest Physician Alliance 13011 South 104 th Avenue, Suite 100 Palos Park, Illinois 60464
Subtenant	Premier Cardiac Surgery Center, LLC 11560 South Kedzie Avenue, Suite 102 Merrionette Park, Illinois 60803
Premises	Merrionette Park Medical Center 11560 South Kedzie Avenue, Suite 102 Merrionette Park, Illinois 60803
SQF of Premises	The Premises shall consist of 11,440 square feet ("SQF") of rentable space, all of which shall be included in the Sublease executed between Tenant and Subtenant.
Equipment Lease	The Tenant and Subtenant will, if deemed necessary, enter into a

separate sublease agreement in connection with major medical equipment located in the Premises.

Sublease Term The Sublease shall be coterminous with the current 10 year lease between Landlord and Tenant ("Master Lease"), which commenced on August 1, 2016. Furthermore, the Sublease shall clearly set forth the days on which the Tenant will occupy the Premises and the days on which the Subtenant will occupy the Premises.

Initial Net Rent Under the Sublease, rent payments paid by Subtenant to Tenant ("Rent") will follow the Minimum Rent table set forth in the Master Lease, with an initial rate of \$19.25 per square foot which is equivalent to a monthly rent of \$18,351.67. Rent will be subject to a two and four tenths (2.4) percent annual escalation starting on the twelfth (12) month and annually thereafter. The Rent shall be prorated to account only for the days on which the Subtenant occupies the Premises.

Operating Expenses The medical office building known as Merrionette Park Medical Center has a total of 41,969 rentable square feet ("RSF"). Using the current Premises with 11,440 RSF, the Tenant's proportionate share shall be 27.258% of Taxes and other Expenses (as such terms are defined in the Master Lease). The Subtenant shall pay Tenant a prorated share of the Taxes and Expenses that is equivalent to the days of the Subtenant's occupancy of the Premises.

Landlord Improvements Landlord will not provide an allowance towards the improvements in this space.

Option to Extend In the Master Lease, the Landlord provides the Tenant two (2) options to renew the Master Lease. The first option to renew the Master Lease arises prior to the expiration of the Master Lease's initial term ("Initial Term"). The first renewal term ("First Renewal Term") is for a period of five (5) years. The Tenant has a second option to renew the Master Lease prior to the expiration of the First Renewal Term. The second renewal term ("Second Renewal Term") is also for a period of five (5) years. The Master Lease requires the Tenant to notify the Landlord of the Tenant's election to exercise a renewal option no less than nine (9) months prior to the expiration of the Initial Term or the expiration of the First Renewal Term. The Sublease shall require the Tenant to notify the Subtenant if the Tenant decides to not exercise either of these renewal options, and such notice shall be given in writing no less than nine (9) months prior to the expiration of the Initial Term or the expiration of the First Renewal Term.

Assignment & Tenant shall have the right to assign or sublet all or part of the

Sublease Premises at any time with Landlord's consent, which shall not be unreasonably withheld or delayed. No consent shall be required for an assignment or sublet to any subsidiary, affiliate, or company related to Tenant.

Real Estate Commission It is represented that neither the Tenant nor the Landlord is represented by a real estate broker and no commission will be paid on this Sublease.

Government Approvals Tenant and Subtenant acknowledge and agree that the establishment of an ambulatory surgical treatment center ("ASTC") in the State of Illinois is subject to the requirements of the Illinois Health Facilities Planning Act, 20 ILCS 3960/1 et seq. and, thus, the Subtenant cannot establish an ASTC within the Premises, or execute a binding real estate lease in connection therewith, unless the Subtenant obtains a certificate of need ("CON") permit from the Illinois Health Facilities and Services Review Board ("State Board"). Subtenant agrees to proceed using commercially reasonable best efforts to submit an application for a CON permit and to prosecute said application without undue delay in order to obtain a CON permit from the State Board as soon as possible. In light of the foregoing facts, Tenant and Subtenant agree that they shall execute a Sublease only after the Subtenant has obtained a CON permit, or alternatively, execute a Sublease prior to CON approval, but such Sublease shall include a provision that states the Sublease, though executed, shall not be binding on either party unless the State Board grants a CON permit to the Subtenant. If the Subtenant fails to obtain a CON permit from the State Board, neither party shall have any further obligation to the other party with regard to the negotiations, Sublease, or Premises contemplated by the parties in this Letter of Intent.

Landlord Consent Tenant and Subtenant shall take all steps necessary to ensure compliance with notice and consent requirements set forth in Article 20 of the Master Lease.

This Letter of Intent is not intended to be a binding agreement between the Tenant and Subtenant; but, shall be the basis for negotiation going forward. There shall be no binding agreement between the Tenant and Subtenant until a Sublease is fully executed by all necessary parties, including the Tenant, Subtenant, and Landlord, if necessary. Either party may withdraw from negotiations at any time for any reason, without liability to the other. The terms set forth in this Letter of Intent are being provided with confidentiality and must not be shared with any other parties not specifically identified herein.

If the terms described in this Letter of Intent are consistent with your understanding and approval, please sign and date below and return the executed document to the address provided below. Upon receipt of the signed offer, we will prepare a Sublease for your approval.

We look forward to working with you. Please feel free to contact me if you have any questions regarding this Letter of Intent.

Sincerely,



Ronald Stella, M.D.
o/b/o Tenant

AGREED AND ACCEPTED

Please indicate your acceptance of the above terms and conditions by executing below and returning an original signed copy to the address below.

SUBTENANT:

Premier Cardiac Surgery Center, LLC

By: _____

Title: _____

Date: _____

Return Signed Copy to:

**Midwest Physician Alliance
13011 South 104th Avenue, Suite 100
Palos Park, Illinois 60464
Attention: Ronald Stella, M.D., President**

ATTACHMENT D&E

Projected Operating Costs/Total Effect on Capital Costs

(see attached)

PREMIER VASCULAR LLC
Monthly P&L Trend Report

	YTD 2016	January 2017	February 2017	March 2017	April 2017	May 2017	June 2017	July 2017	August 2017	Sept 2017	YTD 2017	Comments
REVENUE												
DIAGNOSTIC ANGIOGRAPHY	\$ 15,637	\$ 4,510	\$ 11,961	\$ 14,889	\$ 14,415	\$ 12,997	\$ 21,013	\$ 26,927	\$ 19,963	\$ 22,595	\$ 149,269	
CORONARY & PERIPHERAL INTERVENTION RADIOLOGY S & I	596,001	158,100	343,841	450,254	475,248	400,727	533,854	515,645	557,465	402,902	3,838,034	
MISCELLANEOUS	604	56	1,942	1,035	3,530		2,639	755	1,131	511	11,660	
GROSS REVENUE	612,242	162,977	359,851	483,542	485,916	414,451	574,100	536,371	583,362	429,089	4,029,659	
NON-PHYSICIAN COMPENSATION												
STAFF SALARIES	71,468	10,304	14,962	13,863	14,358	13,814	19,872	13,714	13,225	618	114,731	Murphy PR adj
STAFF OVERTIME	221	53	-	-	-	-	-	-	-	-	53	
FICA TAXES	5,244	892	1,109	1,025	1,063	1,022	1,467	1,014	975	10	8,577	
FEDERAL UNEMPLOYMENT INSURANCE TAXES	48	85	60	24	16	8	3	15	9	2	221	
STATE UNEMPLOYMENT INSURANCE TAXES	473	333	373	255	125	96	88	82	67	43	1,461	
HEALTH INSURANCE	4,076	676	676	676	676	676	474	676	717	717	5,963	
GROUP TERM INSURANCE	77	17	17	17	17	17	17	17	17	17	150	
DISABILITY INSURANCE	171	37	37	37	37	37	37	37	7	7	272	
DENTAL INSURANCE	56	(1)	(1)	(1)	(1)	(1)	(29)	(1)	1	1	(32)	
WORKERS COMP INSURANCE	-	-	-	-	86	86	86	88	88	88	520	
PENSION AND RETIREMENTS BENEFITS	-	-	-	1,214	405	405	405	405	405	405	3,641	
TOTAL NON-PHYSICIAN COMPENSATION	81,834	12,396	17,233	17,109	16,782	16,159	22,419	16,046	15,508	1,907	135,558	
PHYSICAL RESOURCE EXPENSES												
OFFICE SUPPLIES	11,413	100	857	1,328	50	98	50	50	75	50	2,658	
MEDICAL SUPPLIES	105,311	82,283	127,555	116,211	93,001	100,659	124,885	86,275	118,719	91,865	941,452	
PATIENT MEALS	558	1,053	724	1,409	1,022	1,090	885	1,454	1,052	1,001	9,690	
COMPUTER SUPPLIES	5,259	124	-	-	-	-	747	2,436	1,109	238	4,674	
RENT / LEASE - BUILDINGS	-	-	-	-	11,319	11,319	11,319	11,319	11,319	11,319	67,916	
MAINTENANCE & REPAIRS - BUILDINGS / LAND UTILITIES	1,297	1,535	485	485	485	485	2,014	485	710	590	7,274	
AMORTIZATION - LEASEHOLD IMPROVEMENTS	2,327	498	498	498	498	498	508	498		1,006	4,503	
RENT / LEASE - EQUIP - OFFICE	-	-	343	114	114	114	114	114	114	114	1,029	
DEPRECIATION - FURN & FIX - MED	396	99	5,964	3,650	3,650	3,650	3,650	3,640	4,728	4,578	33,609	
DEPRECIATION - EQUIP - MED	1,861	297	297	297	297	297	297	297	297	297	2,672	
DEPRECIATION - EQUIP - OFFICE	72,587	10,888	10,888	10,888	10,888	10,888	10,888	10,888	10,888	10,888	97,992	
DEPRECIATION - SOFTWARE	5,190	779	779	779	779	779	779	779	779	779	7,008	
INSURANCE - FURN, FIX & EQUIP	2,445	312	312	672	432	432	432	432	432	432	3,891	
MAINTENANCE & REPAIRS - FURN, FIX & EQUIP	-	-	-	-	103	103	103	103	103	103	615	
LICENSES & FEES	6,180	-	-	284	-	-	2,618	134	-	-	3,036	
TOTAL PHYSICAL RESOURCE EXPENSES	216,299	97,968	148,534	136,560	124,097	130,413	159,289	118,925	150,325	123,258	1,189,369	
GENERAL & ADMINISTRATIVE EXPENSES												
ACCOUNTING SERVICES	-	-	-	-	-	-	-	-	2,488	-	2,488	2016 tax return
LEGAL SERVICES	5,000	-	-	-	-	-	5,000	-	20,000	-	25,000	CON project
MANAGEMENT CONSULTANTS	-	270	-	813	-	-	-	-	-	-	1,083	
BILLING SERVICES	-	-	-	-	-	-	-	-	-	4,870	4,870	Data capture
GEN & ADMIN EXPENSES (CONTINUED)												
OUTSIDE CONTRACTED SERVICES	35,000	-	-	15,000	-	-	-	-	-	-	15,000	
EMPLD YEE RELATIDNS	120	-	-	-	-	-	97	-	-	-	97	
UNIFORMS AND LAUNDRY	857	3,303	767	732	743	993	806	775	969	783	9,875	
PROFESSIONAL LIABILITY INSURANCE	2,781	-	1,391	-	-	1,391	-	-	1,719	-	4,500	
TELEPHONE	1,321	393	376	376	376	376	376	378	379	379	3,410	
CREDIT CARD FEES	40	-	163	10	31	71	415	70	2,097	158	3,018	
DUES, MEMBERSHIPS & LICENSES	40	-	-	-	-	-	-	-	-	-	-	
TOTAL GENERAL & ADMIN EXPENSES	45,159	3,968	2,699	16,931	1,151	2,830	6,695	1,224	27,651	6,191	69,339	

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PREMIER VASCULAR LLC
Monthly P&L Trend Report

	YTD 2016	January 2017	February 2017	March 2017	April 2017	May 2017	June 2017	July 2017	August 2017	Sept 2017	YTD 2017	Comments
TOTAL OPERATING EXPENSES	343,292	114,332	168,465	170,601	142,030	149,402	188,403	136,194	193,484	131,355	1,394,266	
NON-OPERATING REV / (EXP) AND TAXES												
AMORTIZATION OF START-UP COSTS	(63)	(21)	(21)	(21)	(21)	(21)	(21)	(21)	(21)	(21)	(189)	
OVERHEAD ALLOCATION	(88,668)	(36,723)	(8,537)	78,136	(8,048)	(7,763)	(10,707)	(8,200)	(8,142)	(8,543)	(18,526)	
TOTAL NON-OPERATING INCOME / (LOSS)	(88,731)	(36,744)	(8,558)	78,115	(8,069)	(7,784)	(10,728)	(8,221)	(8,163)	(8,564)	(18,715)	
TOTAL EXPENSES	432,023	151,076	177,023	92,486	150,098	157,186	199,130	144,416	201,647	139,919	1,412,981	
CURRENT YEAR NET PROFIT (LOSS)	\$ 180,219	\$ 11,901	\$ 182,828	\$ 391,057	\$ 335,818	\$ 257,265	\$ 374,970	\$ 391,956	\$ 381,715	\$ 289,170	\$ 2,616,678	
CUMULATIVE NET PROFIT	180,219	192,120	374,948	766,005	335,818	593,083	968,053	391,956	773,671	1,062,841		
DISTRIBUTED				(766,005)			(968,053)			(1,062,841)		
UNDISTRIBUTED NET PROFIT				(0)			(0)			(0)		
60% HCCI				459,600			580,832			637,705		
40% PV CLASS B MEMBERS	72,000	3,600		306,400	11,720		387,221			412,136		
				766,000			968,053			1,049,841		
EXPENSE RATIO	70.6%	92.7%	49.2%	19.1%	30.9%	37.9%	34.7%	26.9%	34.6%	32.6%	35.1%	

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ATTACHMENT 38

Safety Net Impact Statement

I. Overview

Pursuant to the Illinois Health Facilities Planning Act, 20 ILCS 3960/5.4 ("Act"), any application related to a "substantive" project must include a Safety Net Impact Statement ("Impact Statement"). Substantive projects include the establishment of a "health care facility." That term includes ASTCs. As a result, the Applicant submits this Impact Statement as required by the Act.

II. Analysis

Section 5.4(c) of the Act provides that each CON applicant presenting a substantive application must include an Impact Statement with its application for permit. The Impact Statement must describe all of the following: (1) the project's material impact, if any, on essential safety net services in the community, to the extent that it is feasible for an applicant to have such knowledge, (2) the project's impact on the ability of another provider or health care system to cross-subsidize safety net services, if reasonably known to the applicant and (3) how the discontinuation of a facility or service might impact the remaining safety net providers in a given community, if reasonably known by the applicant. Each of these elements of the required Statement is discussed below.

1. Impact on Essential Safety Net Services in the Community

Section 5.4(c)(1) of the Act requires an applicant to address whether the project will have a material impact on essential safety net services in the community, to the extent that it is feasible for an applicant to have such knowledge. For the following reasons, the Applicant firmly believes that the proposed project will not have an adverse impact on essential safety net services in the community.

- The proposed ASTC will ensure continued access to healthcare services offered by the Applicant to its existing patient base, and by providing an outpatient option for hospital-based patients to obtain cardiology surgical services in a convenient and easily accessible location.
- The Applicant will enroll in the Medicaid program, adding to the list of providers who accept patients from this program.
- The Applicant will establish a charity care program.
- The ASTC will not provide any services that will harm, in any way, federally qualified health centers in the region. FQHCs do not provide surgical services.

For these reasons, the proposed ASTC will not adversely impact existing providers of safety net services.

2. Impact on the Ability of Other Providers or Health Care Systems to Cross-Subsidize Safety Net Services.

Section 5.4(c)(2) of the Act adds that an applicant must discuss 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. Under this section, cross subsidization is understood to mean the practice of charging higher prices to one group of consumers in order to subsidize lower prices for another group (i.e., cost shifting to paying populations to offset losses incurred from assistance programs like charity care).

As noted above, the Applicant's proposed ASTC will not harm, in any way, safety net providers in the market area. Very few hospitals offer the types of procedures offered by the Applicant's physicians and most ASTC's in the service area do not, or are not authorized to, provide services under the "cardiology" category of service.

3. No Discontinuation of Safety Net Services

Section 5.4(c)(3) of the Act provides that an applicant must describe how the discontinuation of a facility or service might impact the remaining safety net providers in a given community, if reasonably known by the applicant. This permit request is for the establishment of a new health care facility, not a discontinuation; therefore, this part of the Impact Statement is not applicable to this project.

4. Additional Safety Net Impact Statement Information

The Act also declares that the Impact Statement shall include all of the following:

(i) for the three (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 HFSRB),

(ii) for the three (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 Payer Source" and "Inpatient and Outpatient Net Revenue by Payer Source" as required by the HFSRB under Section 13 of the Act and published in the Annual Hospital Profile), and

(iii) information the applicant believes is directly relevant to safety net services, including information regarding teaching, research, and any other service.

In satisfaction of this requirement, please find attached to this Impact Statement a certification signed by the Applicant's primary representative attesting to these provisions.

(a) Charity Care & Medicaid Tables

The Applicant is a newly-formed entity and is not an established provider. Consequently, the Applicant cannot provide historical data as it pertains to charity care and Medicaid services. Nevertheless, the Applicant will be establishing a charity care program once the ASTC becomes operational and financially viable. The Applicant will also enroll the ASTC as a provider in the Medicaid program to continue serving its Medicaid and Medicare client base.

HISTORICAL CHARITY CARE: APPLICANT			
	Year 2015	Year 2016	Year to Date 2017
Net Patient Revenue	\$0	\$0	\$0
Amount of Charity Care	\$0	\$0	\$0
Cost of Charity Care	\$0	\$0	\$0
MEDICAID			
	Year 2015	Year 2016	Year to Date 2017
Medicaid (# of patients)	0	0	0
Medicaid (revenue)	\$0	\$0	\$0
Total	\$0	\$0	\$0

While the Applicant is a newly formed entity, the Applicant is wholly-owned by Heart Care Centers of Illinois ("HCCI"). HCCI's payor mix is: Medicare (59%), Blue Cross Blue Shield (33%), Commercial Insurance (7%), and Medicaid (1%).

The Applicant has prepared a draft statement regarding charity care. The draft statement provides:

Premier Cardiac Surgery Center is committed to providing quality care to the patients served, regardless of their ability to pay. Premier Cardiac will identify those patients who are unable to pay and extend charity care to those most in need. Charity care is available to patients that are uninsured as well as underinsured, meaning that patients have some level of insurance coverage have out of pocket obligations that exceed their ability to pay. Patients who fully cooperate and complete an application for charity care on a timely basis will receive a prompt formal assessment and written response.

[continued on following page]

As noted above, the Applicant plans to enroll in Medicaid and offer charity care to needy patients. The following chart provides an estimate of payer mix during the first three years of operation after the ASTC becomes operational. For the first two years of operation, the Applicant anticipates a lower amount of Medicaid and charity care in its payor mix, as the community will need to learn that these services are available at the ASTC. A ramp-up period is anticipated.

FORECASTED PAYER MIX			
	Year 2018	Year 2019	Year 2019
Private/Commercial Insurance	32.5%	31.0%	30.0%
Medicare	62.5%	61.5%	60.5%
Medicaid	2.0%	4.0%	5.0%
Self-Pay	1.0%	1.0%	1.0%
Worker's Compensation	0.5%	0.5%	0.5%
Charity Care	1.5%	2.0%	3.0%
TOTAL	100.0%	100.0%	100.0%

Note: Although the Applicant is committed to participating in Medicaid, and fully intends to offer a charity care program, the numbers provided above are only estimates based on market demographics and current patient mix at HCCI.

October 1, 2017

Illinois Health Facilities and Services Review Board
525 West Jefferson St., 2nd Floor
Springfield, Illinois 62761
Attention: State Board Chairperson Kathryn J. Olson

Re: Safety Net Impact Statement Certification

Dear Chairperson Olson:

Premier Cardiac Surgery Center, LLC ("Applicant") is a newly formed business entity created solely for the purpose of owning and operating the ambulatory surgical treatment center ("ASTC") to be located at 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803. Based on this fact, the Applicant is unable to provide the historical Medicaid and charity care data as requested in the certificate of need permit application. However, the Applicant will become a provider in the Illinois Medicaid program and also implement a charity care program after the ASTC is operational and becomes financially viable. As a result, the proposed ASTC will enhance the safety net services available in the proposed geographic service area. Finally, the ASTC will enhance safety net services because of the Applicant's commitment to serve patients with a history of lacking adequate access to health care services.

Respectfully Submitted,



Ronald E. Stella, M.D.
President
Premier Cardiac Surgery Center, LLC

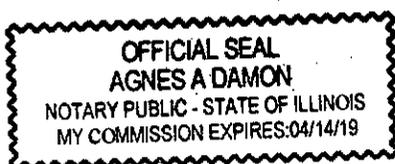
NOTARY:

Subscribed and sworn to me this 12th day of October, 2017



Notary Public

Seal:



ATTACHMENT 39

Charity Care and Medicaid Participation

The Applicant is a new business entity formed for the sole purpose of owning and operating the proposed ASTC. Consequently, the Applicant cannot provide historical data as it pertains to charity care. Nevertheless, the Applicant will be establishing a charity care program once the ASTC becomes operational and is financially viable. The Applicant also plans to enroll in the Medicaid program. The following charts show no historical caseload for the Applicant as it is a new entity, but also provides an estimate of payer mix during the first two years of operation after the ASTC becomes operational. The first two years anticipate a lower amount of Medicaid and charity care as the community will need to learn of these services during this period of time.

HISTORICAL CHARITY CARE: APPLICANT			
	Year 2015	Year 2016	Year to Date 2017
Net Patient Revenue	\$0	\$0	\$0
Amount of Charity Care	\$0	\$0	\$0
Cost of Charity Care	\$0	\$0	\$0
MEDICAID			
	Year 2015	Year 2016	Year to Date 2017
Medicaid (# of patients)	0	0	0
Medicaid (revenue)	\$0	\$0	\$0
Total	\$0	\$0	\$0

As noted above, the Applicant plans to enroll in Medicaid and offer charity care to needy patients. The following chart provides an estimate of payer mix during the first three years of operation after the ASTC becomes operational. For the first two years of operation, the Applicant anticipates a lower amount of Medicaid and charity care in its payor mix because the community will need to learn that these services are available at the ASTC. A ramp-up period is anticipated.

FORECASTED PAYER MIX			
	Year 2018	Year 2019	Year 2019
Private/Commercial Insurance	32.5%	31.0%	30.0%
Medicare	62.5%	61.5%	60.5%
Medicaid	2.0%	4.0%	5.0%
Self-Pay	1.0%	1.0%	1.0%
Worker's Compensation	0.5%	0.5%	0.5%
Charity Care	1.5%	2.0%	3.0%
TOTAL	100.0%	100.0%	100.0%

Note: Although the Applicant is committed to participating in Medicaid, and fully intends to offer a charity care program, the numbers provided above are only estimates based on market demographics and current patient mix at HCCI.

The Applicant has prepared a draft statement regarding charity care. The draft statement provides:

Premier Cardiac Surgery Center is committed to providing quality care to the patients served, regardless of their ability to pay. Premier Cardiac will identify those patients who are unable to pay and extend charity care to those most in need. Charity care is available to patients that are uninsured as well as underinsured, meaning that patients have some level of insurance coverage have out of pocket obligations that exceed their ability to pay. Patients who fully cooperate and complete an application for charity care on a timely basis will receive a prompt formal assessment and written response.

APPENDIX 1

Physician Referral Letters

(see attached)

Dr. Charles Kinder, M.D.
13011 S. 104th Ave Suite 100
Palos Park, Illinois 60464

October 9, 2017

Ms. Courtney Avery, Administrator
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761

RE: Proposed ASTC in Merrionette Park, Illinois

Dear Ms. Avery:

I am an Electrophysiologist. Over the most recent twelve-month period, I performed a total of 420 surgery cases, which 288 were performed at a hospital. Surgical cases falling under this category of service will constitute the majority of my surgical work in the future. During this twelve-month period, I referred my surgical cases to the following hospitals and ASTCs.

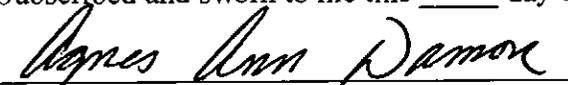
Name of Healthcare Facility	Type of Healthcare Facility	Hospital/Licensed ASTC (Number of Cases) Most Recent 12 Month Period
MacNeal Hospital	Hospital	328
Bolingbrook Hospital	Hospital	11
MetroSouth Hospital	Hospital	17
Provena St. Joseph	Hospital	29
SilverCross Hospital	Hospital	35
TOTAL		420

Based on my historical referrals, I anticipate referring 420 surgical cases each year to the proposed ASTC, which will be located at 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803. I will begin to refer cases once the proposed ASTC becomes operational. I certify: (1) that these patients will reside within the Applicant's proposed geographic service area; (2) that the aforementioned referrals have not been used to support another pending or approved certificate of need permit application; and (3) that the information provided in this letter is true and correct to the best of my knowledge.

Respectfully submitted,


Dr. Charles Kinder, M.D.

Subscribed and sworn to me this 10th day of October, 2017.


Notary Public



Seal:

Dr. Sean Tierney, M.D.
13011 S. 104th Ave Suite 100
Palos Park, Illinois 60464

October 9, 2017

Ms. Courtney Avery, Administrator
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761

RE: Proposed ASTC in Merrionette Park, Illinois

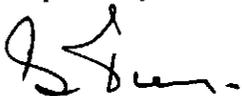
Dear Ms. Avery:

I am an Electrophysiologist. Over the most recent twelve-month period, I performed a total of 296 surgery cases which were performed at a hospital. Surgical cases falling under this category of service will constitute the majority of my surgical work in the future. During this twelve-month period, I referred my surgical cases to the following hospitals and ASTCs.

Name of Healthcare Facility	Type of Healthcare Facility	Hospital/Licensed ASTC (Number of Cases) Most Recent 12 Month Period
MacNeal Hospital	Hospital	12
Christ Hospital	Hospital	4
LaGrange Memorial	Hospital	1
Palos Community Hospital	Hospital	89
SilverCross Hospital	Hospital	25
MetroSouth	Hospital	165
TOTAL		296

Based on my historical referrals, I anticipate referring 296 surgical cases each year to the proposed ASTC, which will be located at 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803. I will begin to refer cases once the proposed ASTC becomes operational. I certify: (1) that these patients will reside within the Applicant's proposed geographic service area; (2) that the aforementioned referrals have not been used to support another pending or approved certificate of need permit application; and (3) that the information provided in this letter is true and correct to the best of my knowledge.

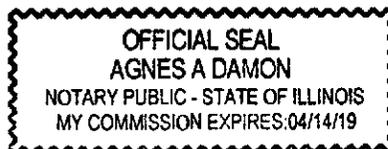
Respectfully submitted,



Dr. Sean Tierney, M.D.

Subscribed and sworn to me this 11th day of October, 2017.

Agnes Ann Damon
Notary Public



Seal:

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APPENDIX 2

List of Health Care Facilities Within Forty-Five (45) Minutes Travel Time of Proposed ASTC

(see attached)

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APPENDIX 2-A

List of Hospitals Within 45 Minute Travel Time of Proposed ASTC - 11560 South Kedzie Avenue, Merrionette Park, Illinois 60803

Hospitals								
#	Name	Address	City	Zip	Min	Miles	# ORs	HFSRB Standard Met?
1	Metro South Medical Center	12935 South Gregory Street	Blue Island	60406	7	2.9	15	NO
2	Little Company of Mary Hospital	2800 West 95 th Street	Evergreen Park	60805	9	3.2	16	NO
3	Advocate Christ Hospital and Medical Center	4440 West 95 th Street	Oak Lawn	60453	10	4.2	49	YES
4	Roseland Community Hospital	45 West 111 th Street	Chicago	60628	16	5.0	7	NO
5	Palos Community Hospital	12251 South 80 th Avenue	Palos Heights	60463	17	7.6	18	YES
6	Advocate Trinity Hospital	2320 East 93 rd Street	Chicago	60617	17	10.3	11	NO
7	Ingalls Memorial Hospital	1 Ingalls Drive	Harvey	60426	18	7.1	13	NO
8	Advocate South Suburban Hospital	17800 South Kedzie Avenue	Hazel Crest	60429	19	8.0	11	YES
9	St. Bernard Hospital	326 West 64 th Street	Chicago	60621	19	11.2	7	NO
10	Jackson Park Hospital	7531 South Stony Island Avenue	Chicago	60649	19	11.3	6	NO
11	Holy Cross Hospital	2701 West 68 th Street	Chicago	60629	20	6.6	12	NO
12	University of Chicago Medical Center	5841 South Maryland	Chicago	60637	21	12.4	50	YES
13	Provident Hospital of Chicago	500 East 51 st Street	Chicago	60615	23	13.3	8	NO
14	South Shore Hospital	8012 South Crandon Avenue	Chicago	60617	24	12.2	5	NO
15	Franciscan St. James Hospital	20201 South Crawford Avenue	Olympia Fields	60461	26	11.5	13	NO
16	Adventist Hinsdale Hospital	120 North Oak Street	Hinsdale	60521	26	20.0	16	YES
17	Elmhurst Memorial Hospital	155 East Brush Hill Road	Elmhurst	60126	27	22.8	20	YES
18	Adventist La Grange Memorial Hospital	5101 South Willow Springs Road	La Grange	60525	28	17.1	15	NO
19	Silver Cross Hospital	1900 Silver Cross Boulevard	New Lenox	60451	30	26.0	16	YES
20	Rush University Medical Center	1653 West Congress Parkway	Chicago	60612	31	19.3	42	YES
21	University of Illinois Hospital	1740 West Taylor Street	Chicago	60612	32	18.9	27	YES
22	Cook County Stroger Hospital	1901 West Harrison Street	Chicago	60612	34	20.0	28	YES
23	Franciscan St. James Hospital	1423 Chicago Road	Chicago Heights	60411	35	14.6	15	NO
24	Northwestern Memorial Hospital	251 East Huron Street	Chicago	60611	35	20.4	77	YES
25	Adventist Bolingbrook Hospital	500 Remington Boulevard	Bolingbrook	60440	36	26.5	9	NO
26	Advocate Good Samaritan Hospital	3815 Highland Avenue	Downers Grove	60515	36	26.9	22	YES
27	Presence St. Joseph Hospital	2900 N. Lake Shore Drive	Chicago	60657	39	23.0	25	NO
28	Louis A. Weiss Memorial Hospital	4642 North Marine Drive	Chicago	60640	41	25.3	14	NO
29	Adventist Glen Oaks Hospital	701 Winthrop Avenue	Glendale Heights	60139	41	35.1	6	NO
30	Presence St. Mary of Nazareth Hospital	2233 West Division Street	Chicago	60622	42	21.3	13	NO
31	Thorek Memorial Hospital	850 West Irving Park Road	Chicago	60613	42	24.8	72	NO
32	Loyola University Medical Center	2160 South 1 st Street	Maywood	60153	43	24.0	9	NO
33	Westlake Hospital	1225 West Lake Street	Melrose Park	60160	44	27.7	11	NO
34	MacNeal Hospital	3249 South Oak Park Avenue	Berwyn	60402	45	17.3	18	NO

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APPENDIX 2-B

List of ASTCs Within 45 Minute Travel Time of Proposed ASTC - 11560 South Kedzie Avenue, Merrionette Park, Illinois 60803

Ambulatory Surgical Treatment Centers										
#	Name	Address	City	Zip	Min	Miles	# ORs / Procedure Rooms	HFSRB Standard Met?	Currently Provides Cardio ¹	Currently Provides General ²
1	Oak Lawn Endoscopy Center	9921 Southwest Highway	Oak Lawn	60453	15	6.1	2	Yes	NO	NO
2	Palos Surgicenter	7340 College Drive	Palos Heights	60463	15	6.1	5	No	NO	YES
3	NovaMed of Oak Lawn/Ctr. for Rec. Surg.	6309 West 95 th Street	Oak Lawn	60453	17	6.8	4	No	NO	NO
4	Palos Hills Surgery Center	10330 South Roberts Road	Palos Hills	60465	21	7.7	2	Yes	NO	NO
5	Ingalls Same Day Surgery	6701 West 159 th Street	Tinley Park	60477	21	9.2	4	No	NO	YES
6	Magna Surgery Center	7456 South State Road	Bedford Park	60638	23	7.3	3	No	NO	YES
7	United Shockwave/United Urology	120 North La Grange Road	La Grange	60525	23	16.4	1	Yes	NO	NO
8	Hinsdale Surgical Center	10 Salt Creek Lane	Hinsdale	60521	23	19.3	6	No	NO	YES
9	Eye Surgery Center of Hinsdale	950 North York Road	Hinsdale	60521	23	19.5	3	No	NO	NO
10	South Loop Endo. And Wellness Center	2340 West Wabash Avenue	Chicago	60616	24	16.4	1	No	NO	NO
11	Preferred SurgiCenter	10 Orland Square Drive	Orland Park	60462	26	11.5	5	No	NO	NO
12	Southwest ASC/Tinley Woods Surg. Ctr.	18200 South La Grange Road	Tinley Park	60487	26	16.0	5	No	NO	YES
13	Surgicore	10547 South Ewing Avenue	Chicago	60617	28	12.0	1	No	NO	NO
14	Hyde Park Same Day Surgicenter	1644 East 53 rd Street	Chicago	60615	28	14.7	1	Yes	NO	NO
15	Elmhurst Outpatient Surgery Center	1200 South York Street	Elmhurst	60126	28	22.9	8	No	NO	YES
16	Southwest Surgery Center/Ctr. for MIS	19110 Darwin Drive	Mokena	60448	29	17.2	5	No	NO	YES
17	Palos Health Surgery Center ³	SW Corner of 153 rd St. & West Ave.	Orland Park	60462	29	18.4	4	n/a	NO	YES
18	Elmhurst Fook & Ankle Surgery Center	340 West Butterfield Road	Elmhurst	60126	29	23.9	1	Yes	NO	NO
19	Rush Surgicenter	1725 West Harrison Street	Chicago	60612	31	19.5	4	Yes	YES	YES
20	Chicago Prostate Cancer Surgery Center	815 Pasquinelli Drive	Westmont	60559	31	21.8	2	No	NO	NO
21	Rush Oak Brook Surgery Center ⁴	2011 York Road	Oak Brook	60523	32	21.9	8	n/a	NO	YES
22	Chicago Vascular ASC - Westmont ⁵	700 Pasquinelli Drive	Westmont	60559	33	21.0	3	n/a	YES	YES
23	Children's OP Svcs. at Westchester	2301 Enterprise Drive	Westchester	60154	34	22.4	3	No	NO	YES
24	Westmont Surgery Center/Salt Creek ASC	530 North Cass Avenue	Westmont	60559	34	22.8	4	No	NO	NO
25	Gold Coast Surgicenter	845 North Michigan Avenue	Chicago	60611	35	20.5	4	Yes	NO	NO
26	The Oak Brook Surgical Centre	2425 West 22 nd Street	Oak Brook	60521	35	25.1	6	No	NO	YES
27	Loyola ASC at Oakbrook	1 South 224 Summit Avenue	Oakbrook Terrace	60181	35	25.8	3	No	YES	YES
28	Grand Avenue Surgical Center	17 West Grand Avenue	Chicago	60654	36	20.4	3	No	NO	YES
29	River North Same Day Surgery	One East Eric Street	Chicago	60611	37	20.5	4	Yes	NO	NO
30	DMG Surgical Center	2725 South Technology Drive	Lombard	60148	37	27.3	8	Yes	NO	YES
31	Ambulatory Surgical Center of D. Grove	4333 Main Street	Downers Grove	60515	38	24.7	3	No	NO	NO
32	Midwest Center for Day Surgery	3811 Highland Avenue	Downers Grove	60515	39	28.0	5	No	NO	YES
33	Cadence ASC/NW Medicine Surg. Center	27650 Ferry Road	Warrenville	60555	39	35.5	4	No	NO	NO
34	Chicago Vascular ASC - Woodridge	7425 Jancs Avenue	Woodridge	60517	41	23.4	1	n/a	NO	YES
35	Loyola University ASC	2160 South 1 st Avenue	Maywood	60153	42	24.6	8	No	NO	YES
36	Foot and Ankle Surg. Ctr./Regenerative	1455 East Golf Road	Des Plaines	60016	45	37.4	3	No	NO	NO
37	Riverside ASC	300 Riverside Drive	Bourbonnais	60914	45	38.9	2	No	NO	YES

297

1 - Only 3 of 37 ASTCs within 45 minutes of the Project Site offer/plan to offer the "cardiology" category of service. Of those 3 ASTCs, two were recently granted a CON permit to establish a vascular access surgery center or line of service. See below.
 2 - Nearly half of the ASTCs listed offer the "general" surgery category of service; however, only 5 ASTCs reported a 2015 caseload over 100 general procedures. The ASTCs with the most general surgery volume are DMG Surgical Center (2,027), Loyola University ASC (799), Elmhurst Outpatient Surgery Center (689), Southwest/Tinley Woods (151), and Rush Surgicenter (118).
 3 - CON Project 16-059. CON permit granted to establish a multi-specialty ASTC with 4 operating rooms. Approved for gastroenterology, general, OBS/Gyn. Ophthalmology, Oral, Orthopedic, Plastic, Pain Mgt., Podiatry, Otolaryngology, and Urology.
 4 - CON Project 16-031. CON permit granted to establish a multi-specialty ASTC with 6 operating rooms and 2 procedure rooms. Vascular surgery was explicitly named in the permit application as a service category, but only 33 cases will be referred.
 5 - CON Project 17-005. CON permit granted on 5/2/2017 to establish a limited specialty ASTC with 3 procedure rooms, specializing in vascular access procedures. Approved for two service categories: cardiology and general surgery.
 6 - CON Project 17-018. CON permit application pending, hearing expected September 2017. Applicant seeking approval for single specialty ASTC with 1 procedure room and "general" surgery category of service.

APPENDIX 3

MapQuest Time & Distance

(see attached)

Hospitals in GSA

(45 Minute Drive Time Radius as Calculated Using MapQuest)

APPENDIX 3-A

List of Hospitals Within 45 Minute Travel Time of Proposed ASTC - 11560 South Kedzie Avenue, Merrionette Park, Illinois 60803

Hospitals								
#	Name	Address	City	Zip	Min	Miles	# ORs	HFSRB Standard Met?
1	Metro South Medical Center	12935 South Gregory Street	Blue Island	60406	7	2.9	15	NO
2	Little Company of Mary Hospital	2800 West 95 th Street	Evergreen Park	60805	9	3.2	16	NO
3	Advocate Christ Hospital and Medical Center	4440 West 95 th Street	Oak Lawn	60453	10	4.2	49	YES
4	Roseland Community Hospital	45 West 111 th Street	Chicago	60628	16	5.0	7	NO
5	Palos Community Hospital	12251 South 80 th Avenue	Palos Heights	60463	17	7.6	18	YES
6	Advocate Trinity Hospital	2320 East 93 rd Street	Chicago	60617	17	10.3	11	NO
7	Ingalls Memorial Hospital	1 Ingalls Drive	Harvey	60426	18	7.1	13	NO
8	Advocate South Suburban Hospital	17800 South Kedzie Avenue	Hazel Crest	60429	19	8.0	11	YES
9	St. Bernard Hospital	326 West 64 th Street	Chicago	60621	19	11.2	7	NO
10	Jackson Park Hospital	7531 South Stony Island Avenue	Chicago	60649	19	11.3	6	NO
11	Holy Cross Hospital	2701 West 68 th Street	Chicago	60629	20	6.6	12	NO
12	University of Chicago Medical Center	5841 South Maryland	Chicago	60637	21	12.4	50	YES
13	Provident Hospital of Chicago	500 East 51 st Street	Chicago	60615	23	13.3	8	NO
14	South Shore Hospital	8012 South Crandon Avenue	Chicago	60617	24	12.2	5	NO
15	Franciscan St. James Hospital	20201 South Crawford Avenue	Olympia Fields	60461	26	11.5	13	NO
16	Adventist Hinsdale Hospital	120 North Oak Street	Hinsdale	60521	26	20.0	16	YES
17	Elmhurst Memorial Hospital	155 East Brush Hill Road	Elmhurst	60126	27	22.8	20	YES
18	Adventist La Grange Memorial Hospital	5101 South Willow Springs Road	La Grange	60525	28	17.1	15	NO
19	Silver Cross Hospital	1900 Silver Cross Boulevard	New Lenox	60451	30	26.0	16	YES
20	Rush University Medical Center	1653 West Congress Parkway	Chicago	60612	31	19.3	42	YES
21	University of Illinois Hospital	1740 West Taylor Street	Chicago	60612	32	18.9	27	YES
22	Cook County Stroger Hospital	1901 West Harrison Street	Chicago	60612	34	20.0	28	YES
23	Franciscan St. James Hospital	1423 Chicago Road	Chicago Heights	60411	35	14.6	15	NO
24	Northwestern Memorial Hospital	251 East Huron Street	Chicago	60611	35	20.4	77	YES
25	Adventist Bolingbrook Hospital	500 Remington Boulevard	Bolingbrook	60440	36	26.5	9	NO
26	Advocate Good Samaritan Hospital	3815 Highland Avenue	Downers Grove	60515	36	26.9	22	YES
27	Presence St. Joseph Hospital	2900 N. Lake Shore Drive	Chicago	60657	39	23.0	25	NO
28	Louis A. Weiss Memorial Hospital	4642 North Marine Drive	Chicago	60640	41	25.3	14	NO
29	Adventist Glen Oaks Hospital	701 Winthrop Avenue	Glendale Heights	60139	41	35.1	6	NO
30	Presence St. Mary of Nazareth Hospital	2233 West Division Street	Chicago	60622	42	21.3	13	NO
31	Thorek Memorial Hospital	850 West Irving Park Road	Chicago	60613	42	24.8	72	NO
32	Loyola University Medical Center	2160 South 1 st Street	Maywood	60153	43	24.0	9	NO
33	Westlake Hospital	1225 West Lake Street	Melrose Park	60160	44	27.7	11	NO
34	MacNeal Hospital	3249 South Oak Park Avenue	Berwyn	60402	45	17.3	18	NO

300

YOUR TRIP TO:



12935 Gregory St, Blue Island, IL, 60406-2428

7 MIN | 2.9 MI

Est. fuel cost: \$0.27

Trip time based on traffic conditions as of 2:43 PM on July 26, 2017. Current Traffic: Moderate



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 1.39 miles 1.39 total miles



2. Turn **left** onto Burr Oak Ave.
Burr Oak Ave is 0.5 miles past W 123rd St.

If you reach 131st St you've gone about 0.4 miles too far.

Then 1.02 miles 2.41 total miles



3. Turn **right** onto Western Ave.
Western Ave is just past Artesian Ave.

If you reach Gregory St you've gone about 0.1 miles too far.

Then 0.32 miles 2.73 total miles



4. Turn **left** onto High St.
High St is just past Union St.

If you reach York St you've gone a little too far.

Then 0.09 miles 2.83 total miles



5. Turn **left** onto Gregory St.

Then 0.04 miles 2.86 total miles



6. 12935 Gregory St, Blue Island, IL 60406-2428, 12935 GREGORY ST is on the right.

If you reach Union St you've gone a little too far.

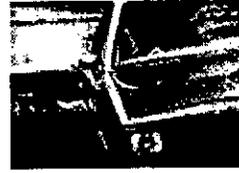
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YOUR TRIP TO:

2800 W 95th St



9 MIN | 3.2 MI

Est. fuel cost: \$0.30

Trip time based on traffic conditions as of 2:42 PM on July 26, 2017. Current Traffic: Heavy



1. Start out going **north** on S Kedzie Ave toward W Meadow Lane Dr.

Then 2.64 miles 2.64 total miles



2. Turn **right** onto W 95th St/US-20 E/US-12 E.

W 95th St is 0.1 miles past W 96th St.

If you reach W 94th St you've gone about 0.1 miles too far.

Then 0.51 miles 3.15 total miles



3. Make a **U-turn** at S California Ave onto W 95th St/US-20 W/US-12 W.

If you reach S Fairfield Ave you've gone a little too far.

Then 0.01 miles 3.16 total miles

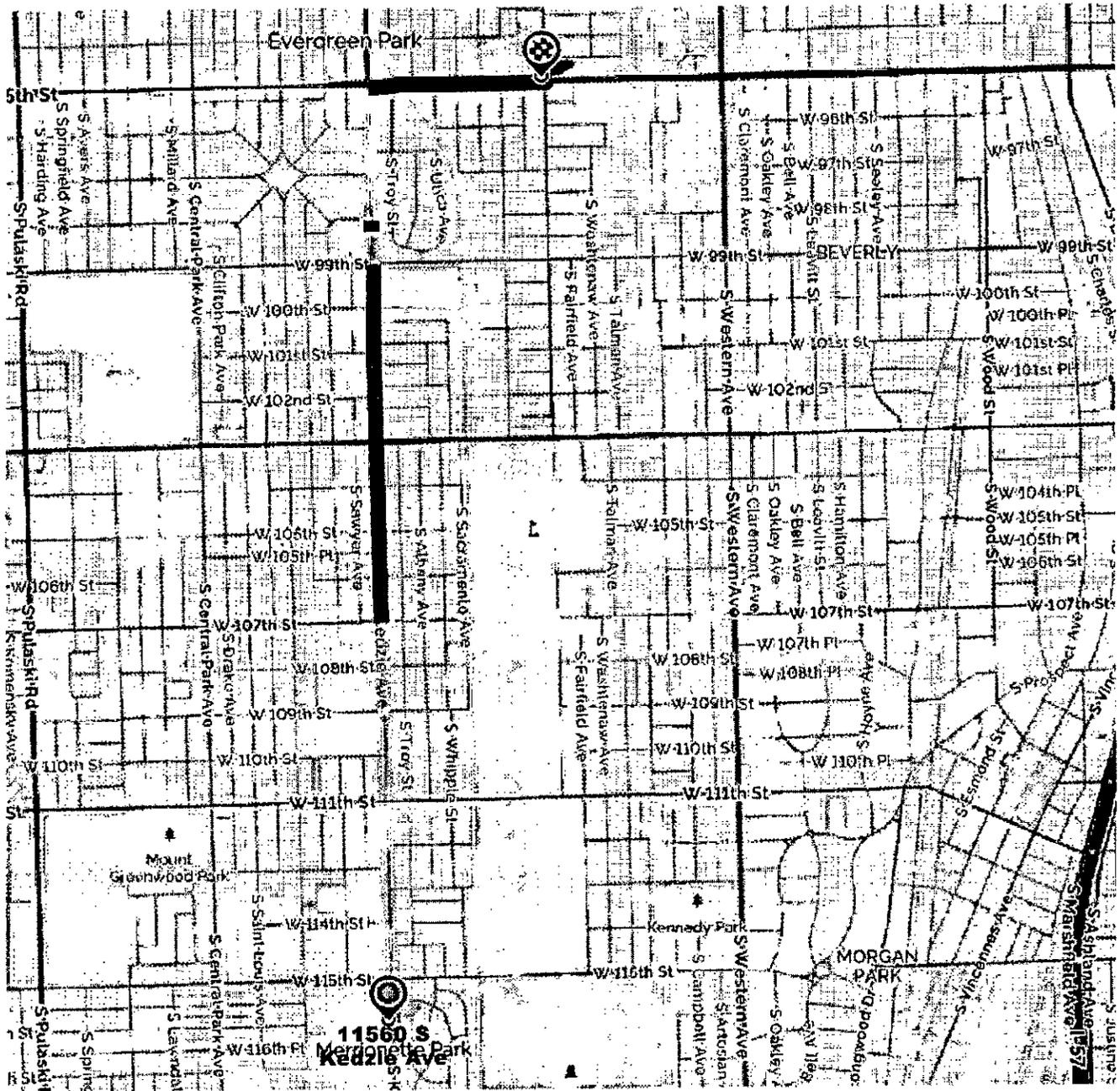


4. 2800 W 95th St, Evergreen Park, IL 60805-2701, 2800 W 95TH ST is on the right.

If you reach S Francisco Ave you've gone about 0.1 miles too far.

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YOUR TRIP TO:

4440 W 95th St



10 MIN | 4.2 MI

Est. fuel cost: \$0.40

Trip time based on traffic conditions as of 2:36 PM on July 26, 2017. Current Traffic: Heavy



1. Start out going **north** on S Kedzie Ave toward W Meadow Lane Dr.

Then 0.13 miles ----- 0.13 total miles



2. Take the 1st **left** onto W 115th St.
W 115th St is just past W Meadow Lane Dr.

If you reach W 114th Pl you've gone a little too far.

Then 1.01 miles ----- 1.13 total miles



3. Turn **right** onto S Pulaski Rd.
S Pulaski Rd is 0.1 miles past S Springfield Ave.

If you reach S Komensky Ave you've gone a little too far.

Then 2.52 miles ----- 3.66 total miles



4. Turn **left** onto W 95th St/US-20 W/US-12 W.
W 95th St is 0.1 miles past W 96th St.

If you reach W 94th St you've gone about 0.1 miles too far.

Then 0.57 miles ----- 4.23 total miles

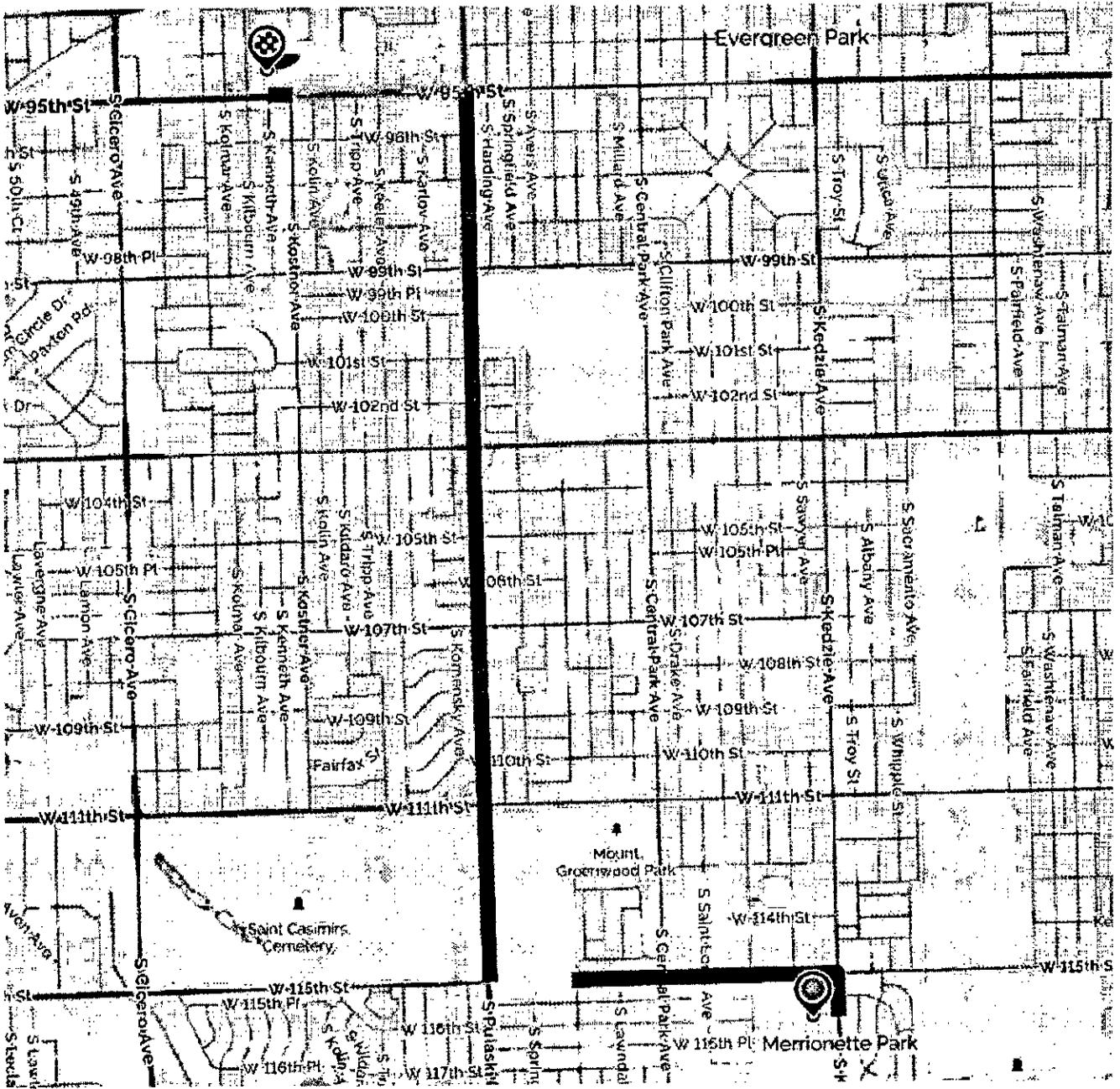


5. 4440 W 95th St, Oak Lawn, IL 60453-2600, 4440 W 95TH ST is on the **right**.
Your destination is just past S Kostner Ave.

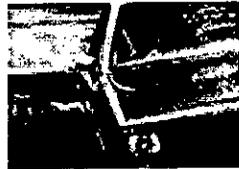
If you reach S Kilbourn Ave you've gone a little too far.

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YOUR TRIP TO:



45 W 111th St

16 MIN | 5.0 MI

Est. fuel cost: \$0.47

Trip time based on traffic conditions as of 4:18 PM on July 25, 2017. Current Traffic: Heavy



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.38 miles 0.38 total miles



2. Turn **left** onto W 119th St.
W 119th St is just past W 118th St.

If you reach W 123rd St you've gone about 0.5 miles too far.

Then 1.47 miles 1.85 total miles



3. Turn **left** onto S Vincennes Ave.
S Vincennes Ave is just past S Hale Ave.

If you reach Division St you've gone a little too far.

Then 1.11 miles 2.96 total miles



4. Turn **right** onto W 111th St.
W 111th St is just past W Pryor Ave.

If you reach W Chelsea Pl you've gone a little too far.

Then 2.00 miles 4.96 total miles

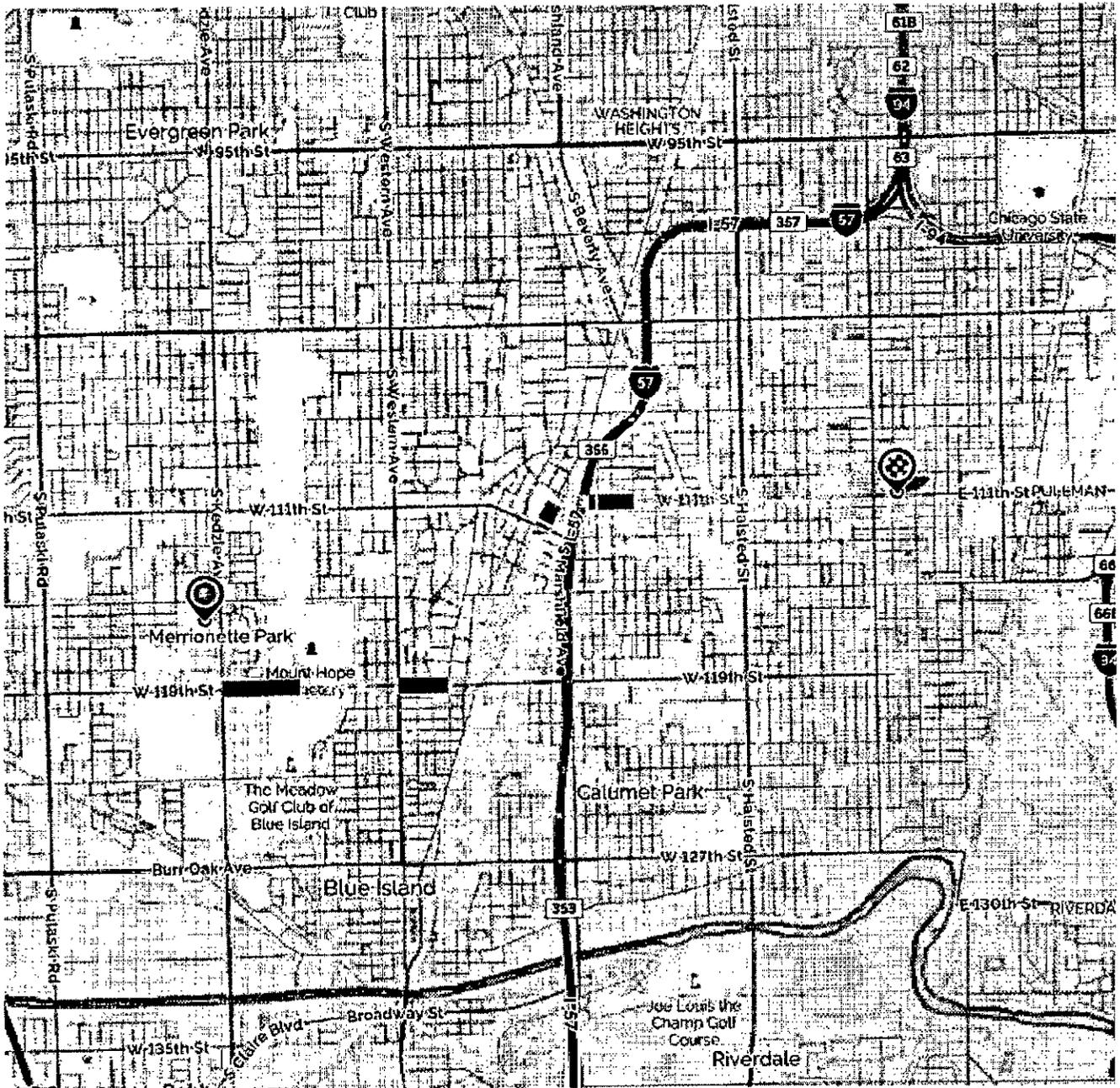


5. 45 W 111th St, Chicago, IL 60628-4200, 45 W 111TH ST is on the **right**.
Your destination is just past S Perry Ave.

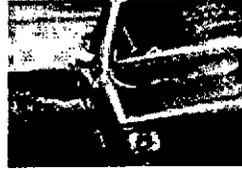
If you reach S State St you've gone a little too far.

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YOUR TRIP TO:



12251 S 80th Ave

17 MIN | 7.6 MI

Est. fuel cost: \$0.72

Trip time based on traffic conditions as of 2:44 PM on July 26, 2017. Current Traffic: Heavy



1. Start out going **north** on S Kedzie Ave toward W Meadow Lane Dr.

Then 0.13 miles 0.13 total miles



2. Take the 1st **left** onto W 115th St.

W 115th St is just past W Meadow Lane Dr.

If you reach W 114th Pl you've gone a little too far.

Then 4.04 miles 4.17 total miles



3. Turn **left** onto S Ridgeland Ave.

S Ridgeland Ave is 0.5 miles past S Austin Ave.

If you reach S Nagle Ave you've gone a little too far.

Then 0.77 miles 4.93 total miles



4. Turn **right** onto W College Dr/IL-83. Continue to follow IL-83.

IL-83 is 0.4 miles past W Home Ave.

If you reach W 122nd St you've gone about 0.1 miles too far.

Then 2.01 miles 6.94 total miles



5. Turn **left** onto Southwest Hwy/IL-7.

Southwest Hwy is 0.1 miles past Old Oak Trl.

If you reach W 119th St you've gone a little too far.

Then 0.32 miles 7.26 total miles



6. Turn **left** onto W 121st St.

W 121st St is just past S Timberlane Dr.

If you reach N Woodland Trl you've gone about 0.1 miles too far.

Then 0.19 miles 7.46 total miles



7. Turn **right** onto S 80th Ave.

If you reach Old Oak Trl you've gone about 0.1 miles too far.

Then 0.16 miles 7.62 total miles

309

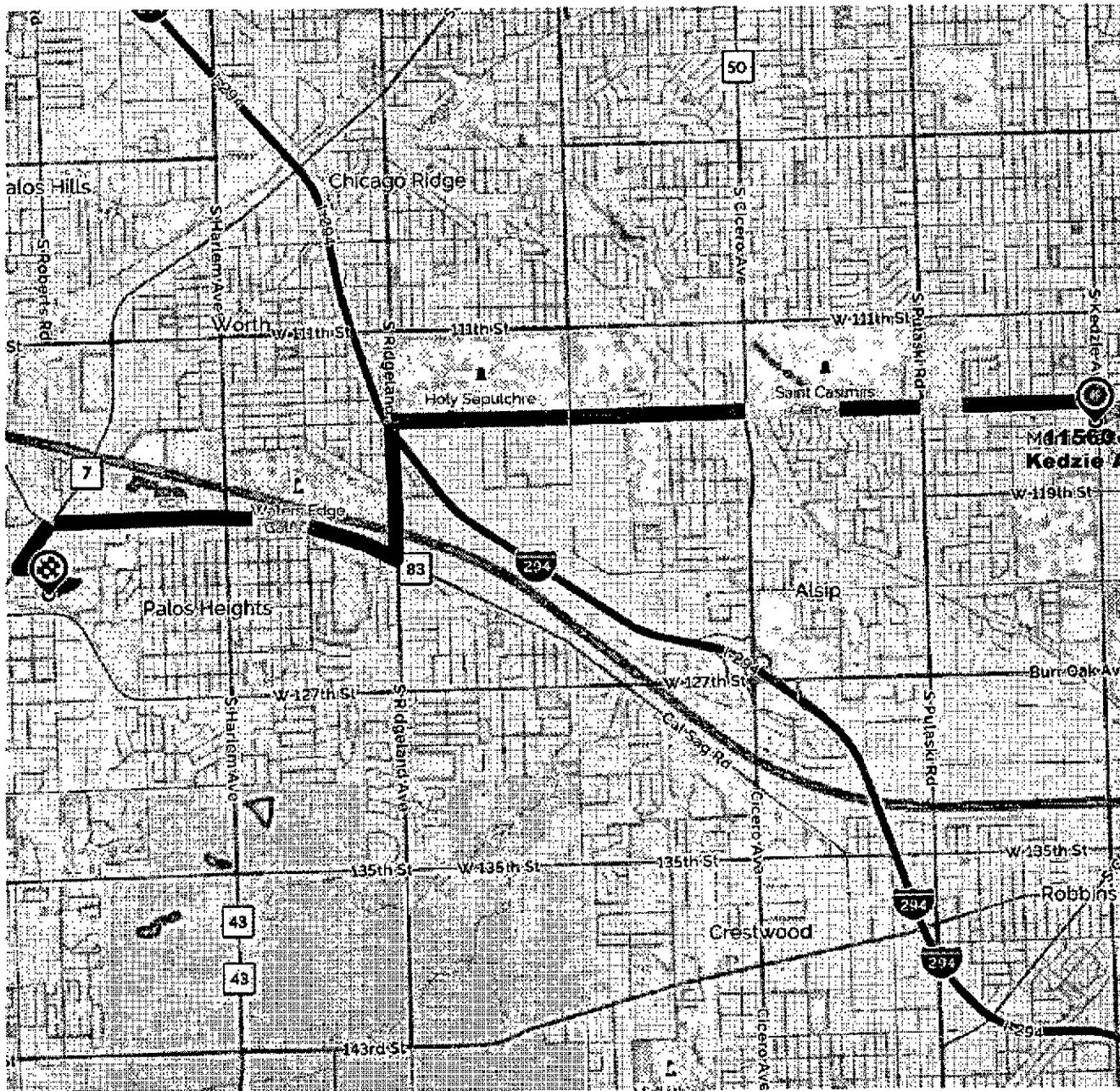


8. 12251 S 80th Ave, Palos Heights, IL 60463-1256, 12251 S 80TH AVE is on the left.

Your destination is just past Brook Ln.

If you reach W 123rd St you've gone a little too far.

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YOUR TRIP TO:



2320 E 93rd St

17 MIN | 10.3 MI

Est. fuel cost: \$0.97

Trip time based on traffic conditions as of 1:30 PM on July 26, 2017. Current Traffic: Light



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.38 miles 0.38 total miles



2. Turn **left** onto W 119th St.
W 119th St is just past W 118th St.

If you reach W 123rd St you've gone about 0.5 miles too far.

Then 2.02 miles 2.40 total miles



3. Turn **left** onto S Ashland Ave.
S Ashland Ave is just past S Marshfield Ave.

If you reach S Justine St you've gone a little too far.

Then 0.03 miles 2.42 total miles



4. Merge onto I-57 N via the ramp on the **left**.

Then 3.66 miles 6.08 total miles



5. Merge onto I-94 E/Bishop Ford Fwy S toward **Indiana**.

Then 1.38 miles 7.46 total miles



6. Merge onto S Stony Island Ave via **EXIT 65** toward **95th St**.

Then 1.65 miles 9.11 total miles



7. Turn **right** onto E 95th St/US-20 E/US-12 E.
If you reach E 94th St you've gone about 0.1 miles too far.

Then 0.75 miles 9.86 total miles



8. Turn **left** onto S Paxton Ave.
If you reach S Merrion Ave you've gone a little too far.

Then 0.25 miles 10.12 total miles



9. Turn **right** onto E 93rd St.
E 93rd St is 0.1 miles past E 94th St.

If you reach E 92nd St you've gone about 0.1 miles too far.

Then 0.17 miles 10.29 total miles

311

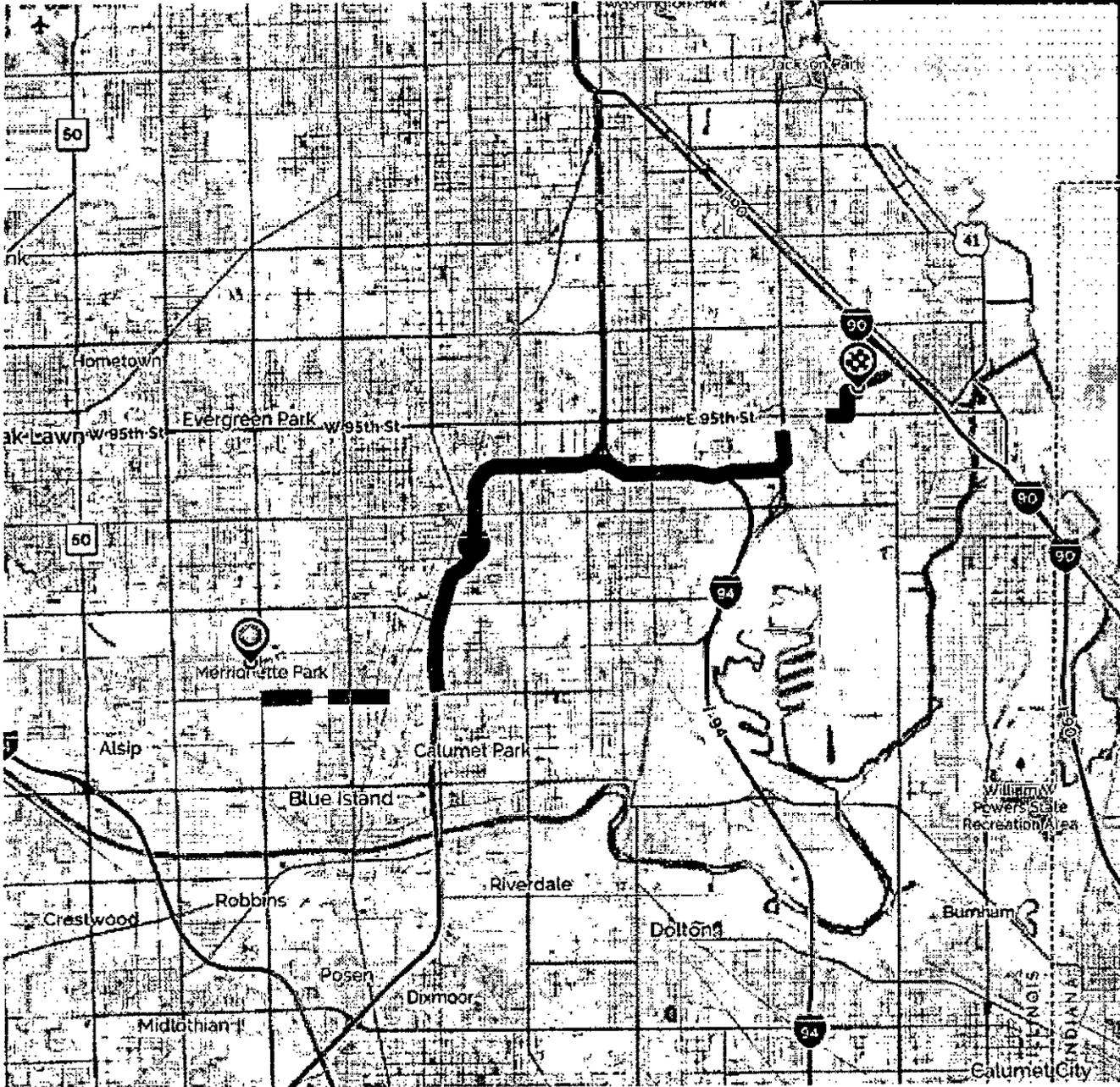


10. 2320 E 93rd St, Chicago, IL 60617-3909, 2320 E 93RD ST is on the left.

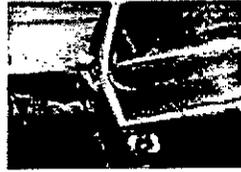
Your destination is just past S Crandon Ave.

If you reach S Oglesby Ave you've gone a little too far.

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YOUR TRIP TO:



Ingalls Memorial Hospital

18 MIN | 7.1 MI

Est. fuel cost: \$0.67

Trip time based on traffic conditions as of 2:41 PM on July 26, 2017. Current Traffic: Heavy



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 3.91 miles 3.91 total miles



2. Turn **left** onto 147th St/IL-83.

147th St is 0.1 miles past 146th St.

If you reach 149th St you've gone about 0.2 miles too far.

Then 2.02 miles 5.93 total miles



3. Turn **right** onto Wood St.

Wood St is just past Honore Ave.

If you reach Page Ave you've gone a little too far.

Then 1.13 miles 7.06 total miles



4. Turn **left** onto W 156th St.

W 156th St is 0.1 miles past W 155th St.

If you reach W 157th St you've gone about 0.1 miles too far.

Then 0.07 miles 7.12 total miles



5. Turn **left** onto Ingalls Dr.

Ingalls Dr is just past Page Ave.

If you reach Paulina St you've gone a little too far.

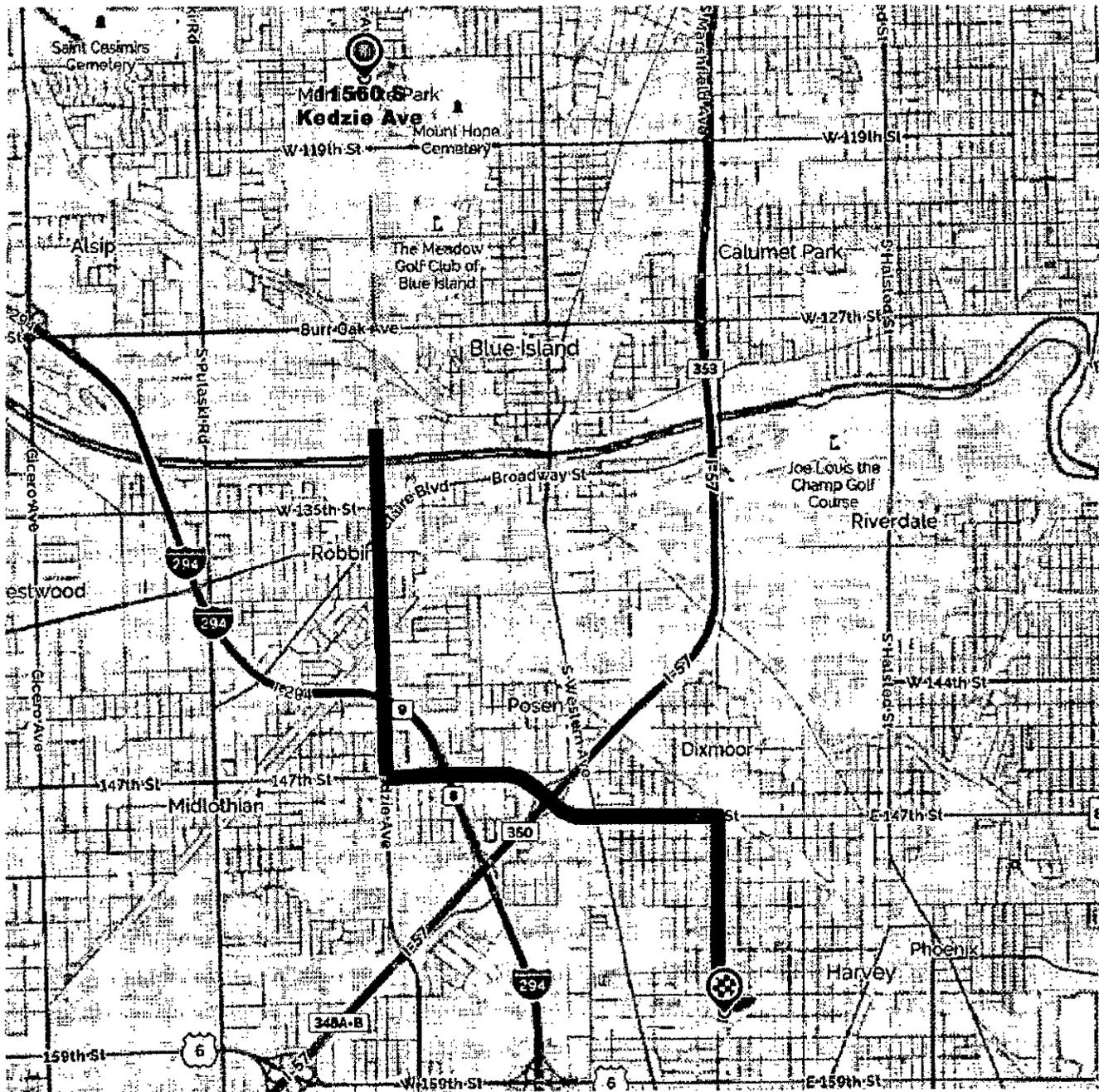
Then 0.01 miles 7.13 total miles



6. Ingalls Memorial Hospital, 1 Ingalls Dr, Harvey, IL, 1 INGALLS DR is on the left.

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 (1-888-461-3625)

314

YOUR TRIP TO:



17800 Kedzie Ave, Hazel Crest, IL, 60429-2047

19 MIN | 8.0 MI

Est. fuel cost: \$0.76

Trip time based on traffic conditions as of 2:38 PM on July 26, 2017. Current Traffic: Heavy



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 8.02 miles 8.02 total miles



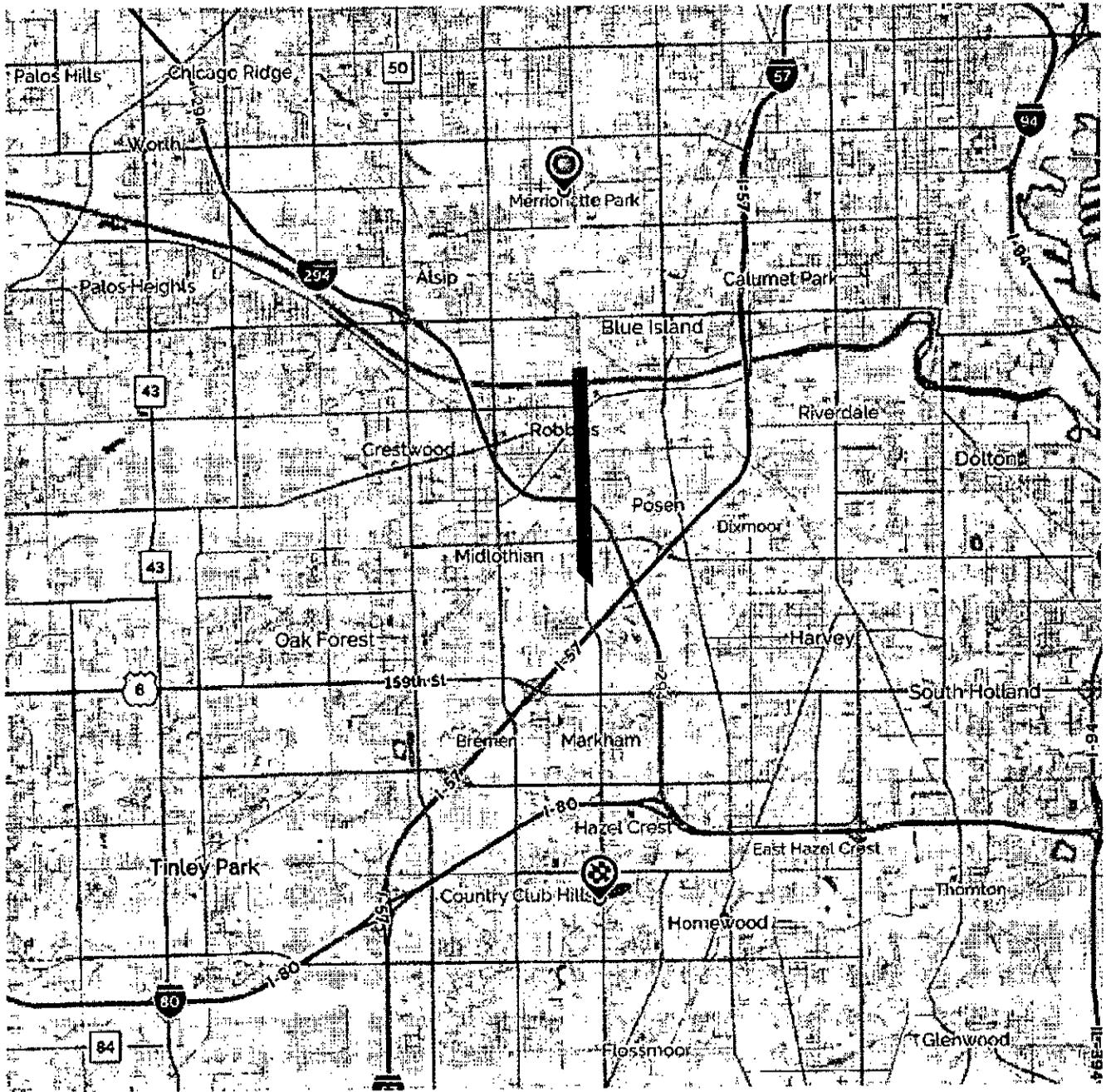
2. 17800 Kedzie Ave, Hazel Crest, IL 60429-2047, 17800 KEDZIE AVE is on the right.

Your destination is just past W 177th St.

If you reach Stonebridge Dr you've gone about 0.1 miles too far.

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Car trouble mid-trip?
MapQuest Roadside
Assistance is here:
(1-888-461-3625)

YOUR TRIP TO:



Jackson Park Hospital-Med Ctr

19 MIN | 11.3 MI

Est. fuel cost: \$1.06

Trip time based on traffic conditions as of 4:15 PM on July 25, 2017. Current Traffic: Moderate



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.38 miles 0.38 total miles



2. Turn **left** onto W 119th St.
W 119th St is just past W 118th St.

If you reach W 123rd St you've gone about 0.5 miles too far.

Then 2.02 miles 2.40 total miles



3. Turn **left** onto S Ashland Ave.
S Ashland Ave is just past S Marshfield Ave.

If you reach S Justine St you've gone a little too far.

Then 0.03 miles 2.42 total miles



4. Merge onto I-57 N via the ramp on the **left**.

Then 4.27 miles 6.70 total miles



5. I-57 N becomes I-94 W.

Then 2.15 miles 8.85 total miles



6. Take EXIT 60B toward **76th St**.

Then 0.19 miles 9.04 total miles



7. Keep **right** at the fork in the ramp.

Then 0.10 miles 9.14 total miles



8. Stay **straight** to go onto S State St.

Then 0.04 miles 9.18 total miles



9. Take the 1st **right** onto E 76th St.
If you reach E 75th St you've gone about 0.1 miles too far.

Then 1.44 miles 10.62 total miles

317



10. Turn **left** to stay on E 76th St.

E 76th St is just past S Greenwood Ave.

If you are on S Greenwood Ave and reach E 76th Pl you've gone a little too far.

Then 0.61 miles

11.23 total miles



11. Turn **left** onto S Stony Island Ave.

If you reach S Cornell Ave you've gone a little too far.

Then 0.03 miles

11.26 total miles

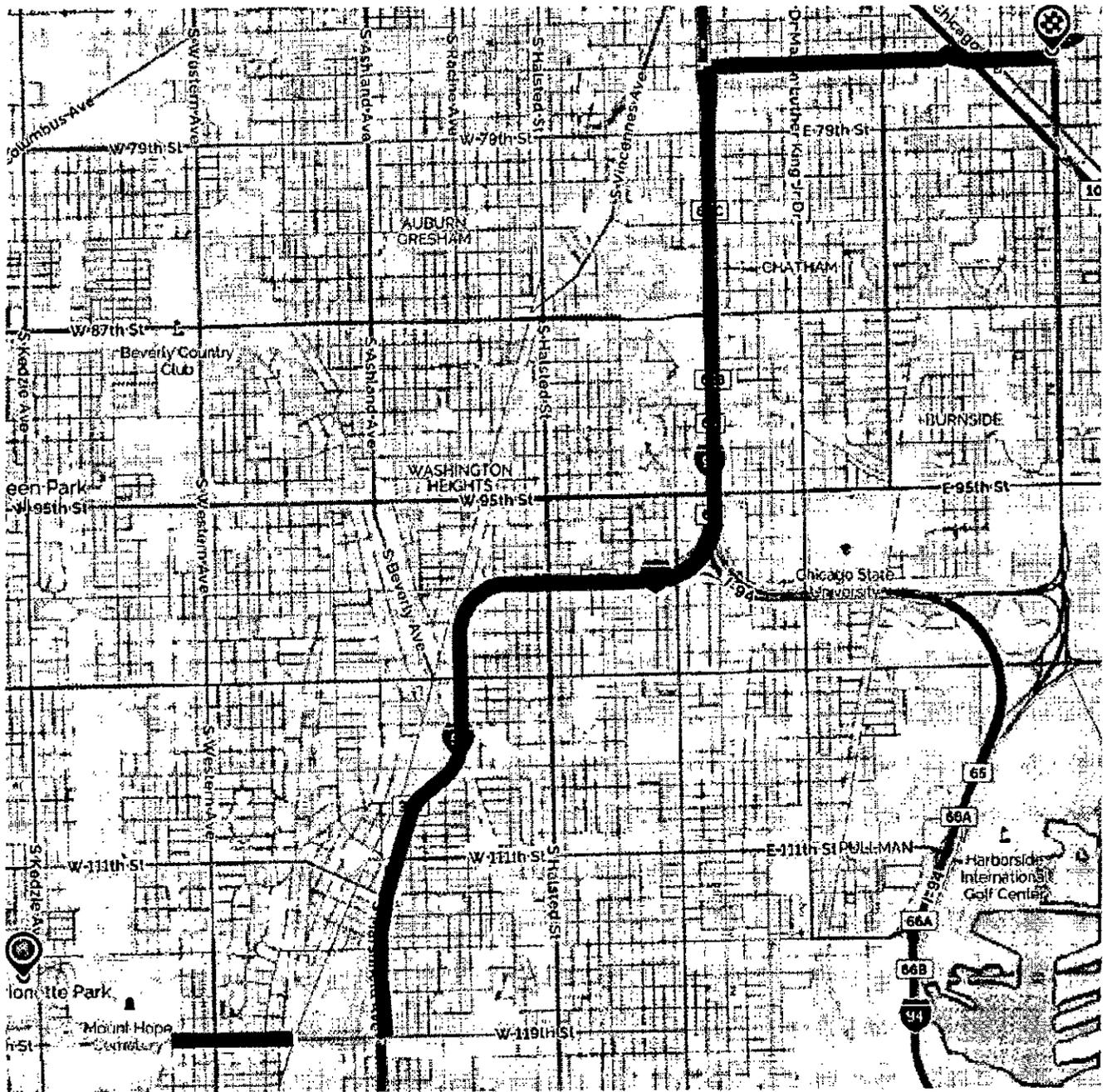


12. Jackson Park Hospital-Med Ctr, 7531 S Stony Island Ave, Chicago, IL, 7531 S

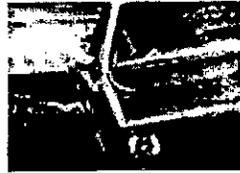
STONY ISLAND AVE is on the right.

If you reach E 75th Pl you've gone a little too far.

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YOUR TRIP TO:



326 W 65th St

19 MIN | 11.2 MI

Est. fuel cost: \$1.05

Trip time based on traffic conditions as of 1:29 PM on July 26, 2017. Current Traffic: Moderate



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.38 miles 0.38 total miles



2. Turn **left** onto W 119th St.
W 119th St is just past W 118th St.

If you reach W 123rd St you've gone about 0.5 miles too far.

Then 2.02 miles 2.40 total miles



3. Turn **left** onto S Ashland Ave.
S Ashland Ave is just past S Marshfield Ave.

If you reach S Justine St you've gone a little too far.

Then 0.03 miles 2.42 total miles



4. Merge onto I-57 N via the ramp on the **left**.

Then 4.27 miles 6.70 total miles



5. I-57 N becomes I-94 W.

Then 3.13 miles 9.83 total miles



6. Take the **Marquette Rd/67th St** exit, EXIT 59B.

Then 0.26 miles 10.09 total miles



7. Keep **right** at the fork in the ramp.

Then 0.22 miles 10.31 total miles



8. Turn **left** onto W Marquette Rd.

Then 0.50 miles 10.81 total miles



9. Turn **right** onto S Stewart Ave.
S Stewart Ave is just past S Harvard Ave.

If you reach S Normal Blvd you've gone about 0.1 miles too far.

Then 0.26 miles 11.07 total miles

320



10. Take the 1st right onto W 65th St.
If you reach W 64th St you've gone about 0.1 miles too far.

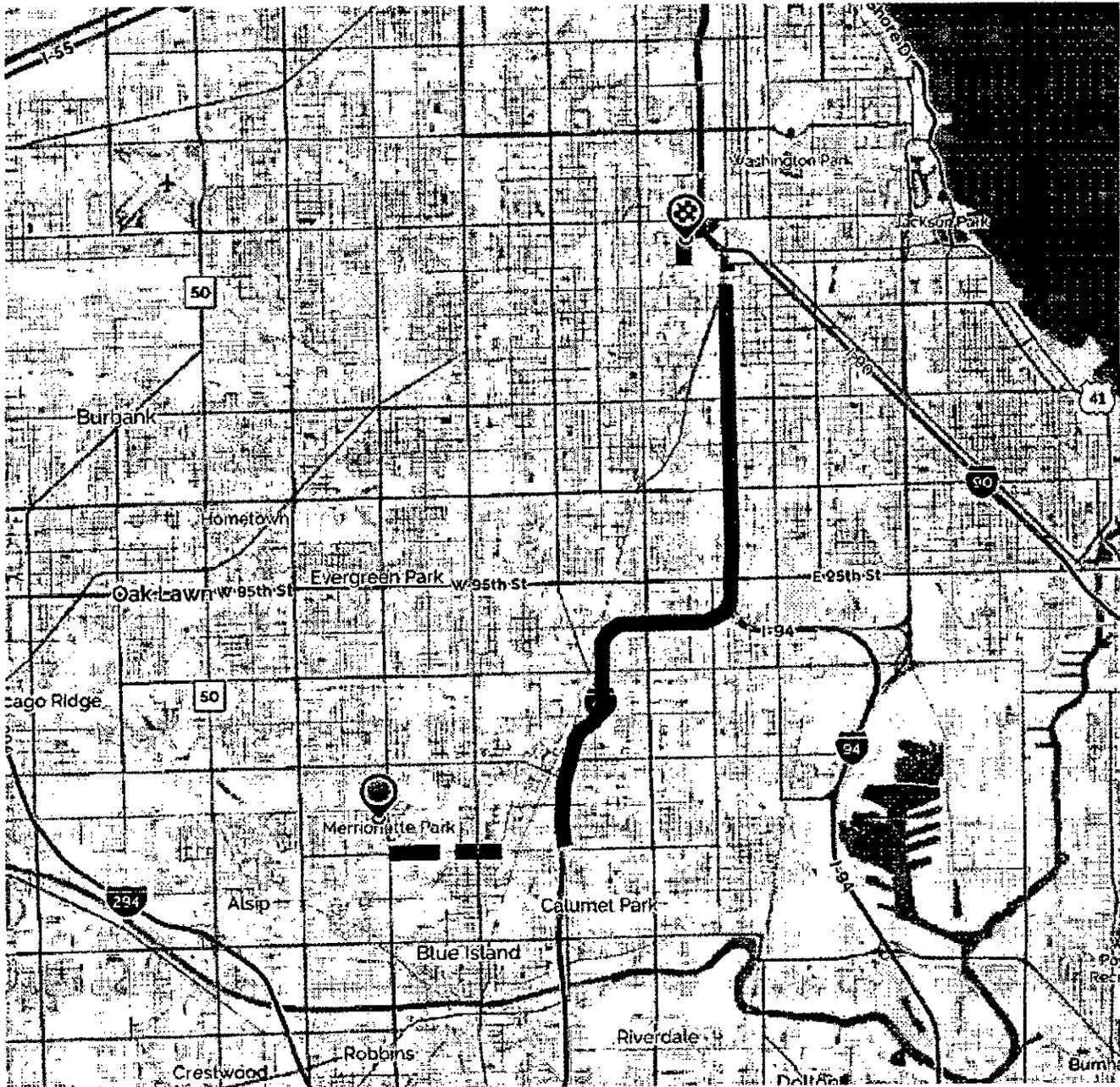
Then 0.08 miles

11.15 total miles



11. 326 W 65th St, Chicago, IL 60621-3144, 326 W 65TH ST is on the left.
If you reach S Harvard Ave you've gone a little too far.

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321

YOUR TRIP TO:



2701 W 68th St

20 MIN | 6.6 MI

Est. fuel cost: \$0.63

Trip time based on traffic conditions as of 4:13 PM on July 25, 2017. Current Traffic: Heavy



1. Start out going **north** on S Kedzie Ave toward W Meadow Lane Dr.

Then 5.66 miles 5.66 total miles



2. Turn **right** onto W 71st St.

W 71st St is 0.1 miles past W 72nd St.

If you reach Redfield Dr you've gone a little too far.

Then 0.51 miles 6.17 total miles



3. Take the 2nd **left** onto S California Ave.

S California Ave is just past S Mozart St.

If you reach S Fairfield Ave you've gone a little too far.

Then 0.38 miles 6.55 total miles



4. Turn **right** onto W 68th St.

W 68th St is 0.1 miles past W Lithuanian Plaza Ct.

If you reach W Marquette Rd you've gone about 0.1 miles too far.

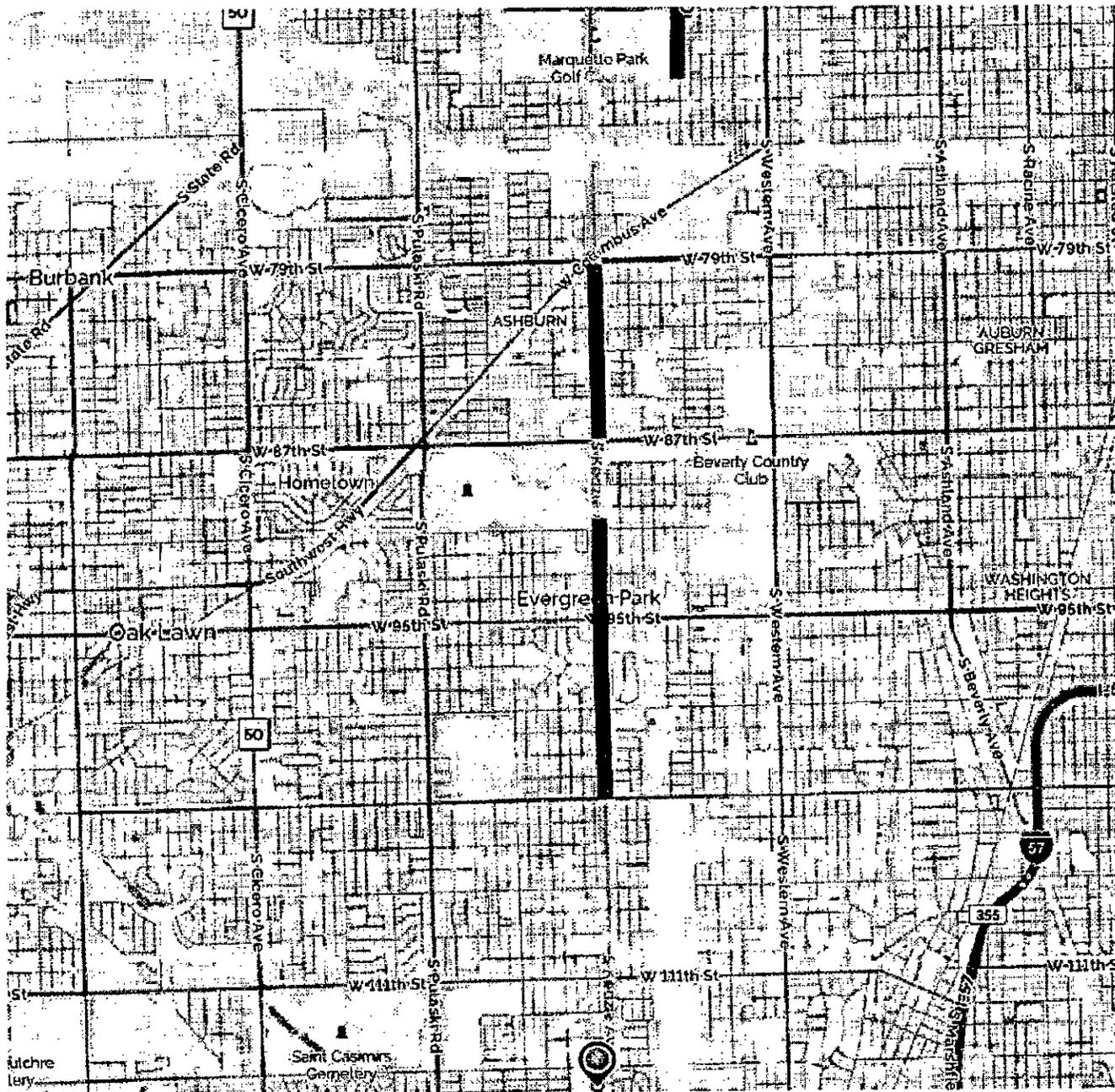
Then 0.08 miles 6.63 total miles



5. 2701 W 68th St, Chicago, IL 60629-1813, 2701 W 68TH ST is on the **right**.

If you reach S Washtenaw Ave you've gone a little too far.

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Car trouble mid-trip? MapQuest Roadside Assistance is here:
 (1-888-461-3625)

YOUR TRIP TO:



5841 S Maryland Ave

21 MIN | 12.4 MI

Est. fuel cost: \$1.17

Trip time based on traffic conditions as of 1:35 PM on July 26, 2017. Current Traffic: Light

- 

1. Start out going **south** on S Kedzie Ave toward W 116th Pl.
 Then 0.38 miles 0.38 total miles
- 

2. Turn **left** onto W 119th St.
W 119th St is just past W 118th St.

If you reach W 123rd St you've gone about 0.5 miles too far.

 Then 2.02 miles 2.40 total miles
- 

3. Turn **left** onto S Ashland Ave.
S Ashland Ave is just past S Marshfield Ave.

If you reach S Justine St you've gone a little too far.

 Then 0.03 miles 2.42 total miles
- 

4. Merge onto I-57 N via the ramp on the **left**.
 Then 4.27 miles 6.70 total miles
- 

5. I-57 N becomes I-94 W.
 Then 3.13 miles 9.83 total miles
- 

6. Take the **Marquette Rd/67th St** exit, EXIT 59B.
 Then 0.26 miles 10.09 total miles
- 

7. Keep **right** at the fork in the ramp.
 Then 0.22 miles 10.31 total miles
- 

8. Turn **right** onto W Marquette Rd.
 Then 0.02 miles 10.32 total miles
- 

9. Take the 1st **left** onto S Stale St.
If you reach S Wabash Ave you've gone a little too far.

 Then 0.76 miles 11.09 total miles

324



10. Turn **right** onto E 61st St.
E 61st St is just past W 61st St.

If you reach W 60th St you've gone about 0.1 miles too far.

Then 1.00 miles 12.09 total miles



11. Turn **left** onto S Cottage Grove Ave.
S Cottage Grove Ave is just past S Evans Ave.

If you reach S Drexel Ave you've gone a little too far.

..... Then 0.25 miles 12.34 total miles



12. Turn **right** onto E 59th St.
If you reach E 58th St you've gone about 0.1 miles too far.

Then 0.06 miles 12.40 total miles



13. Take the 1st **left** onto S Maryland Ave.
Then 0.03 miles

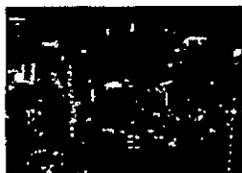
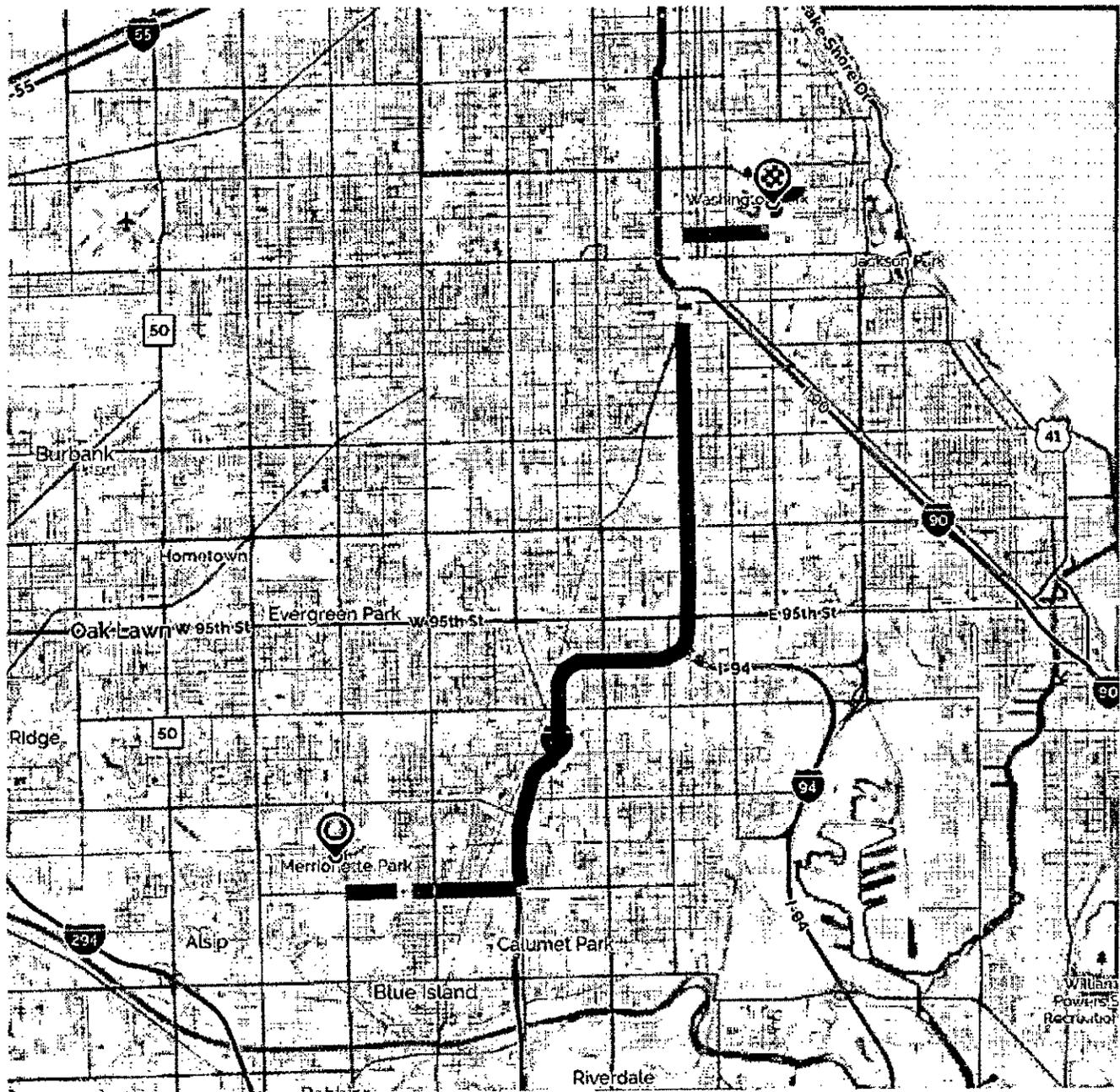
12.43 total miles



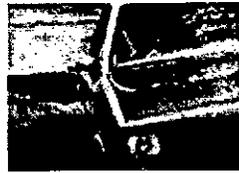
14. 5841 S Maryland Ave, Chicago, IL 60637-1447, 5841 S MARYLAND AVE is
on the **right**.

If you reach E 58th St you've gone a little too far.

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YOUR TRIP TO:



500 E 51st St

23 MIN | 13.3 MI

Est. fuel cost: \$1.25

Trip time based on traffic conditions as of 4:16 PM on July 25, 2017. Current Traffic: Moderate



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.38 miles 0.38 total miles



2. Turn **left** onto W 119th St.
W 119th St is just past W 118th St.

If you reach W 123rd St you've gone about 0.5 miles too far.

Then 2.02 miles 2.40 total miles



3. Turn **left** onto S Ashland Ave.
S Ashland Ave is just past S Marshfield Ave.

If you reach S Justine St you've gone a little too far.

Then 0.03 miles 2.42 total miles



4. Merge onto I-57 N via the ramp on the **left**.

Then 4.27 miles 6.70 total miles



5. I-57 N becomes I-94 W.

Then 4.85 miles 11.55 total miles



6. Take EXIT 57 toward **Garfield Blvd**.

Then 0.27 miles 11.82 total miles



7. Merge onto S Wentworth Ave.

Then 0.58 miles 12.40 total miles



8. Turn **right** onto W 51st St.
W 51st St is 0.2 miles past W 53rd St.

If you reach W 47th St you've gone about 0.5 miles too far.

Then 0.85 miles 13.25 total miles

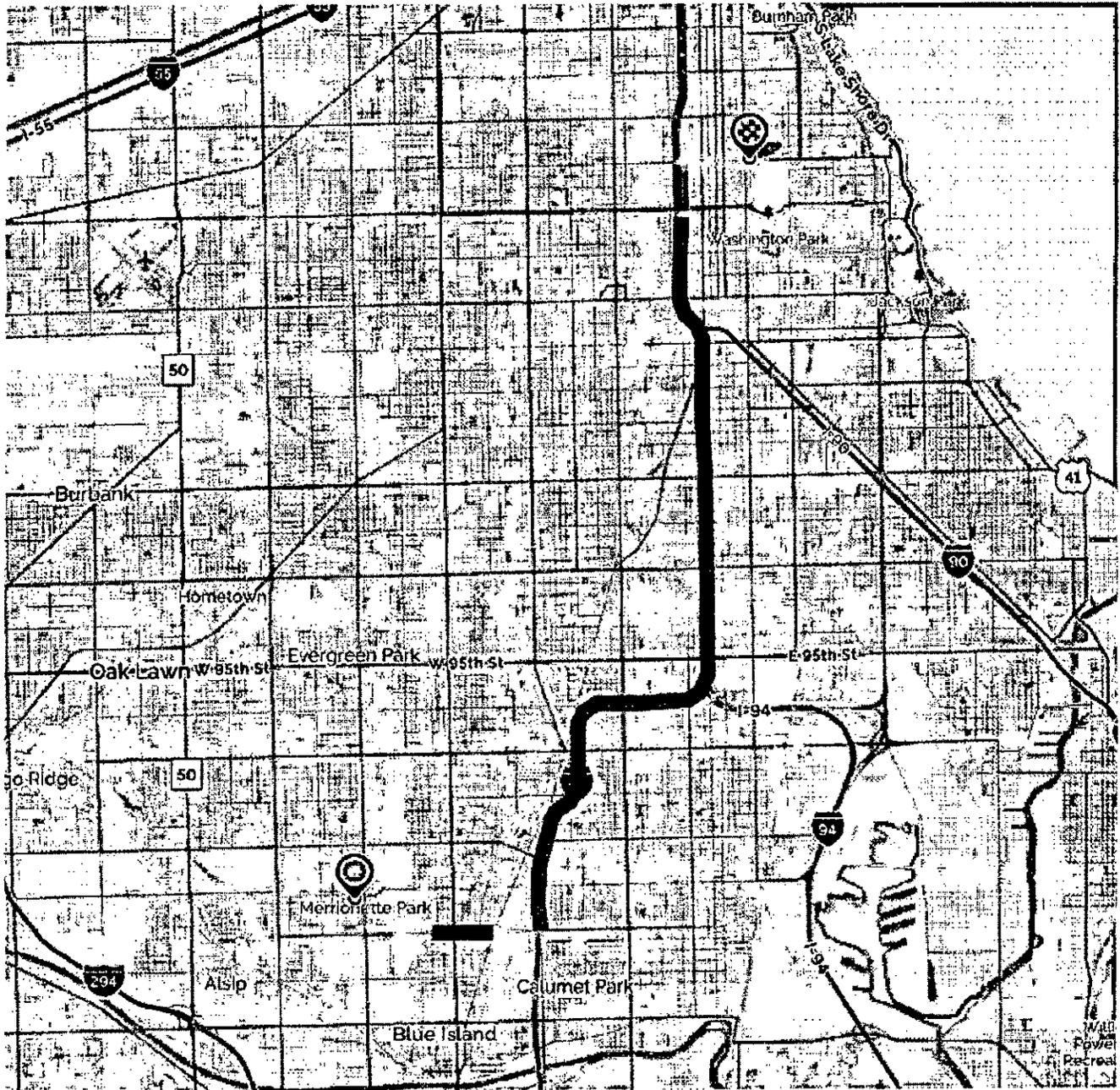


9. 500 E 51st St, Chicago, IL 60615-2429, 500 E 51ST ST is on the **left**.
Your destination is just past S Washington Park Ct.

If you reach S Forrestville Ave you've gone a little too far.

327

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Assistance is here:
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YOUR TRIP TO:



8021 S Crandon Ave

24 MIN | 12.2 MI

Est. fuel cost: \$1.14

Trip time based on traffic conditions as of 1:28 PM on July 26, 2017. Current Traffic: Moderate



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.38 miles 0.38 total miles



2. Turn **left** onto W 119th St.
W 119th St is just past W 118th St.

If you reach W 123rd St you've gone about 0.5 miles too far.

Then 2.02 miles 2.40 total miles



3. Turn **left** onto S Ashland Ave.
S Ashland Ave is just past S Marshfield Ave.

If you reach S Justine St you've gone a little too far.

Then 0.03 miles 2.42 total miles



4. Merge onto I-57 N via the ramp on the **left**.

Then 3.66 miles 6.08 total miles



5. Merge onto I-94 E/Bishop Ford Fwy S toward **Indiana**.

Then 1.38 miles 7.46 total miles



6. Merge onto S Stony Island Ave via EXIT 65 toward **95th St**.

Then 3.61 miles 11.07 total miles



7. Turn **right** onto E 79th St.
E 79th St is 0.1 miles past S Anthony Ave.

Then 0.91 miles 11.99 total miles



8. Turn **right** onto S Crandon Ave.
S Crandon Ave is just past S Luella Ave.

If you reach S Oglesby Ave you've gone a little too far.

Then 0.17 miles 12.16 total miles



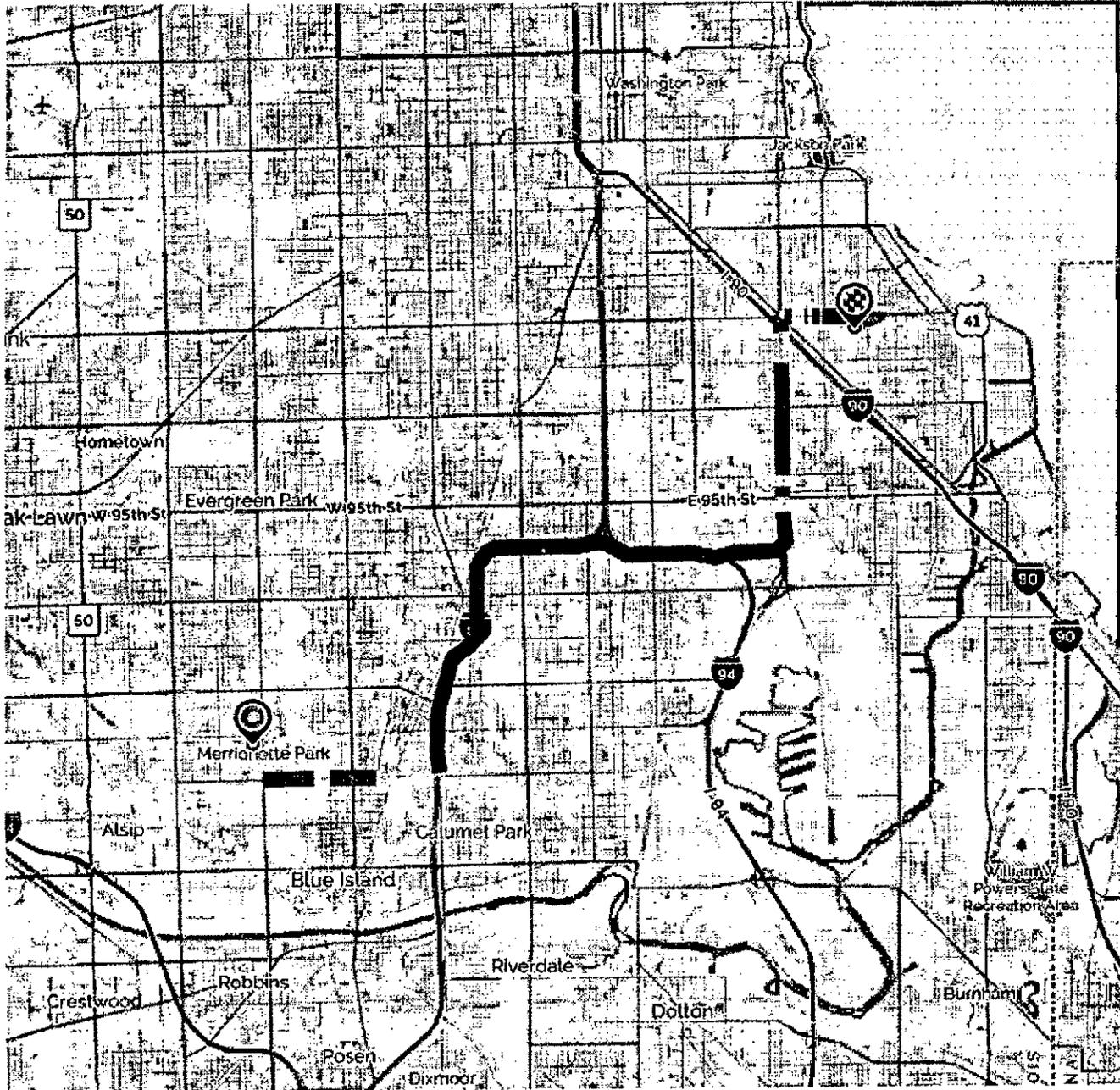
9. 8021 S Crandon Ave, Chicago, IL 60617-1125, 8021 S CRANDON AVE is on the **left**.

Your destination is just past E 80th St.

If you reach E 81st St you've gone a little too far.

329

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YOUR TRIP TO:



20201 Crawford Ave

26 MIN | 11.5 MI

Est. fuel cost: \$1.08

Trip time based on traffic conditions as of 2:40 PM on July 26, 2017. Current Traffic: Heavy



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 2.52 miles 2.52 total miles



2. Turn **slight right** onto S Claire Blvd.

S Claire Blvd is 0.1 miles past W 135th St.

If you are on S Kedzie Ave and reach W 137th St you've gone about 0.1 miles too far.

Then 1.41 miles 3.93 total miles



3. Turn **left** onto Pulaski Rd.

Then 0.92 miles 4.85 total miles



4. Pulaski Rd becomes Crawford Ave.

Then 6.64 miles 11.49 total miles



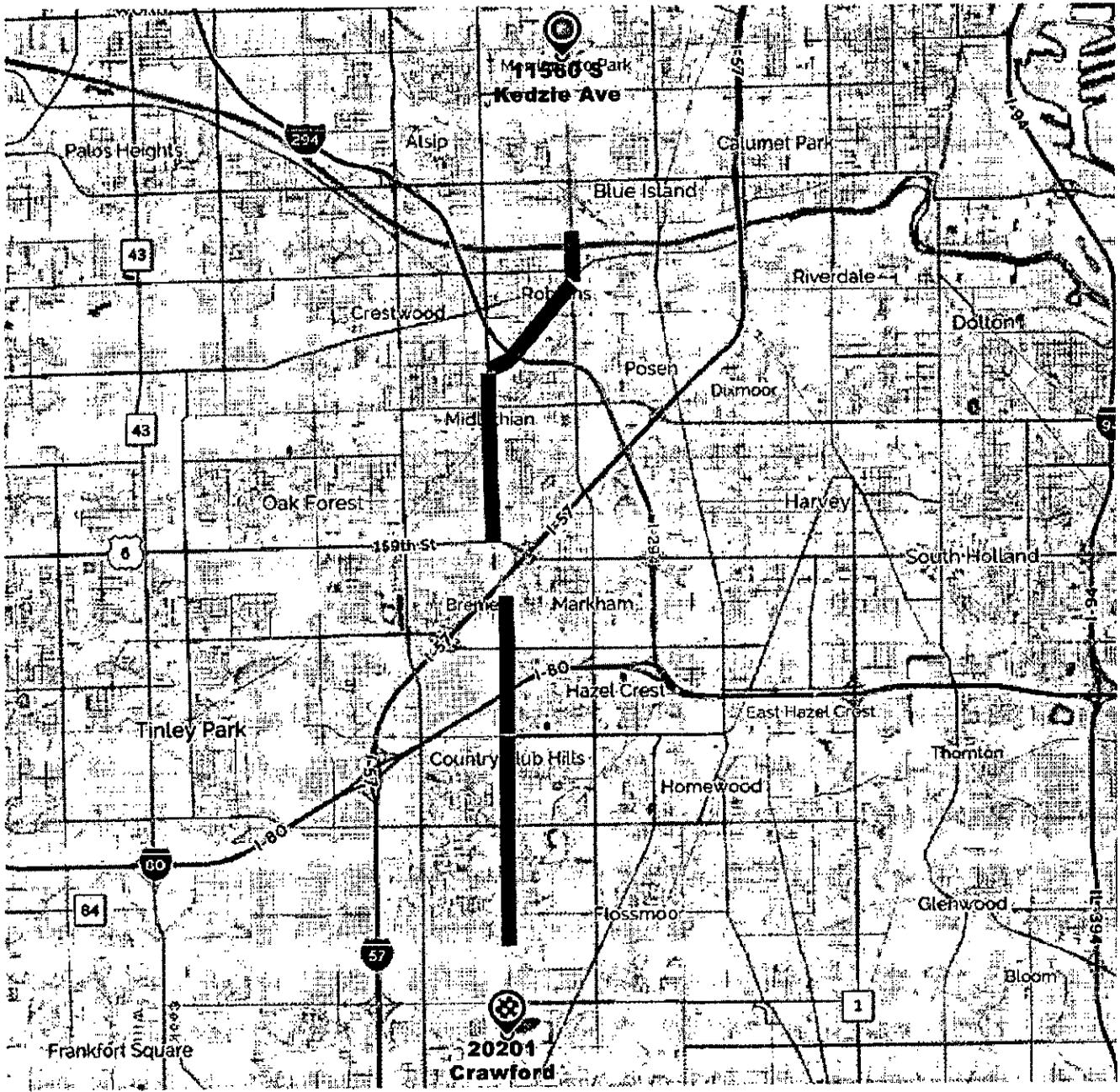
5. 20201 Crawford Ave, Cook, IL, 60461-1010, 20201 CRAWFORD AVE is on the left.

Your destination is just past Thornwood Ave.

If you reach W 203rd St you've gone about 0.1 miles too far.

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 (1-888-461-3625)

YOUR TRIP TO:



120 N Oak St

26 MIN | 20.0 MI

Est. fuel cost: \$1.35

Trip time based on traffic conditions as of 2:45 PM on July 26, 2017. Current Traffic: Light



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.88 miles 0.88 total miles



2. Turn **right** onto W 123rd St.
W 123rd St is 0.5 miles past W 119th St.

Then 2.02 miles 2.90 total miles



3. Turn **left** onto S Cicero Ave/IL-50.
S Cicero Ave is just past S Spencer St.

If you reach S Lamon Ave you've gone about 0.1 miles too far.

Then 0.11 miles 3.01 total miles



4. Merge onto I-294 N/Tri State Tollway N toward **West Suburbs** (Portions toll)
(Electronic toll collection only).

Then 15.56 miles 18.57 total miles



5. Merge onto US-34 W/Ogden Ave.

Then 0.48 miles 19.05 total miles



6. Turn **left** onto N County Line Rd.
If you are on US-34 W and reach Salt Creek Ln you've gone about 0.1 miles too far.

Then 0.79 miles 19.84 total miles



7. Turn **right** onto E Walnut St.
E Walnut St is 0.1 miles past E Hickory St.

Then 0.13 miles 19.96 total miles



8. Take the 1st **left** onto N Oak St.
If you reach N Elm St you've gone about 0.1 miles too far.

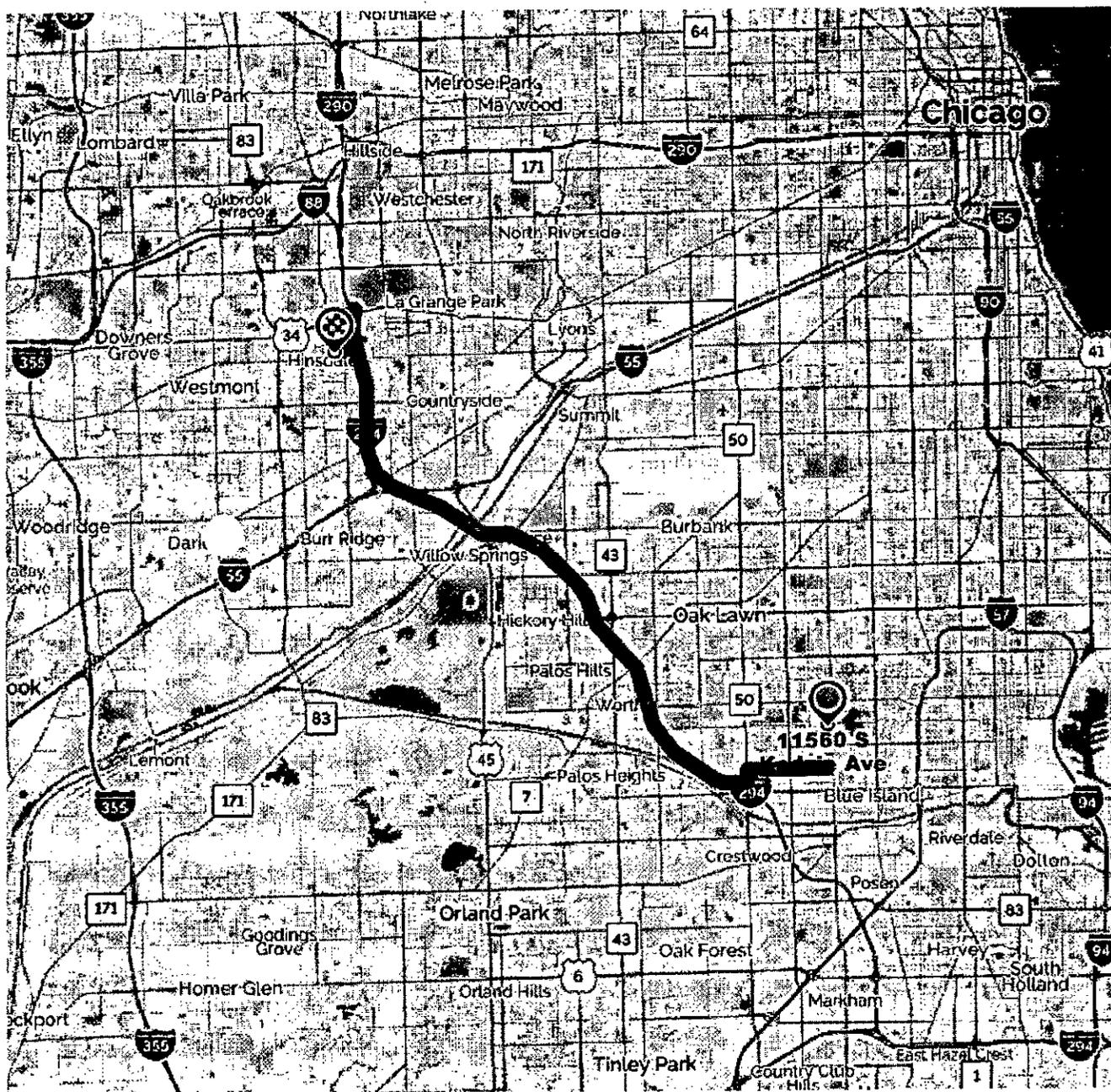
Then 0.08 miles 20.04 total miles



9. 120 N Oak St, Hinsdale, IL 60521-3800, 120 N OAK ST is on the **right**.
If you reach Hillgrove Ave you've gone a little too far.

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Car trouble mid-trip? MapQuest Roadside Assistance is here:
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334

YOUR TRIP TO:**mapquest**

155 E Brush Hill Rd

27 MIN | 22.8 MI **Est. fuel cost: \$1.53**

Trip time based on traffic conditions as of 2:48 PM on July 26, 2017. Current Traffic: Light

1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

----- Then 0.88 miles ----- 0.88 total miles

2. Turn **right** onto W 123rd St.*W 123rd St is 0.5 miles past W 119th St.*

----- Then 2.02 miles ----- 2.90 total miles

3. Turn **left** onto S Cicero Ave/IL-50.*S Cicero Ave is just past S Spencer St.**If you reach S Lamon Ave you've gone about 0.1 miles too far.*

----- Then 0.11 miles ----- 3.01 total miles

4. Merge onto I-294 N/Tri State Tollway N toward **West Suburbs** (Portions toll)

(Electronic toll collection only).

----- Then 18.58 miles ----- 21.59 total miles



5. Merge onto Roosevelt Rd/IL-38 W.

----- Then 0.74 miles ----- 22.33 total miles

6. Take the **York Road N** ramp.

----- Then 0.23 miles ----- 22.56 total miles

7. Keep **left** at the fork in the ramp.

----- Then 0.04 miles ----- 22.59 total miles

8. Stay **straight** to go onto E Brush Hill Rd.

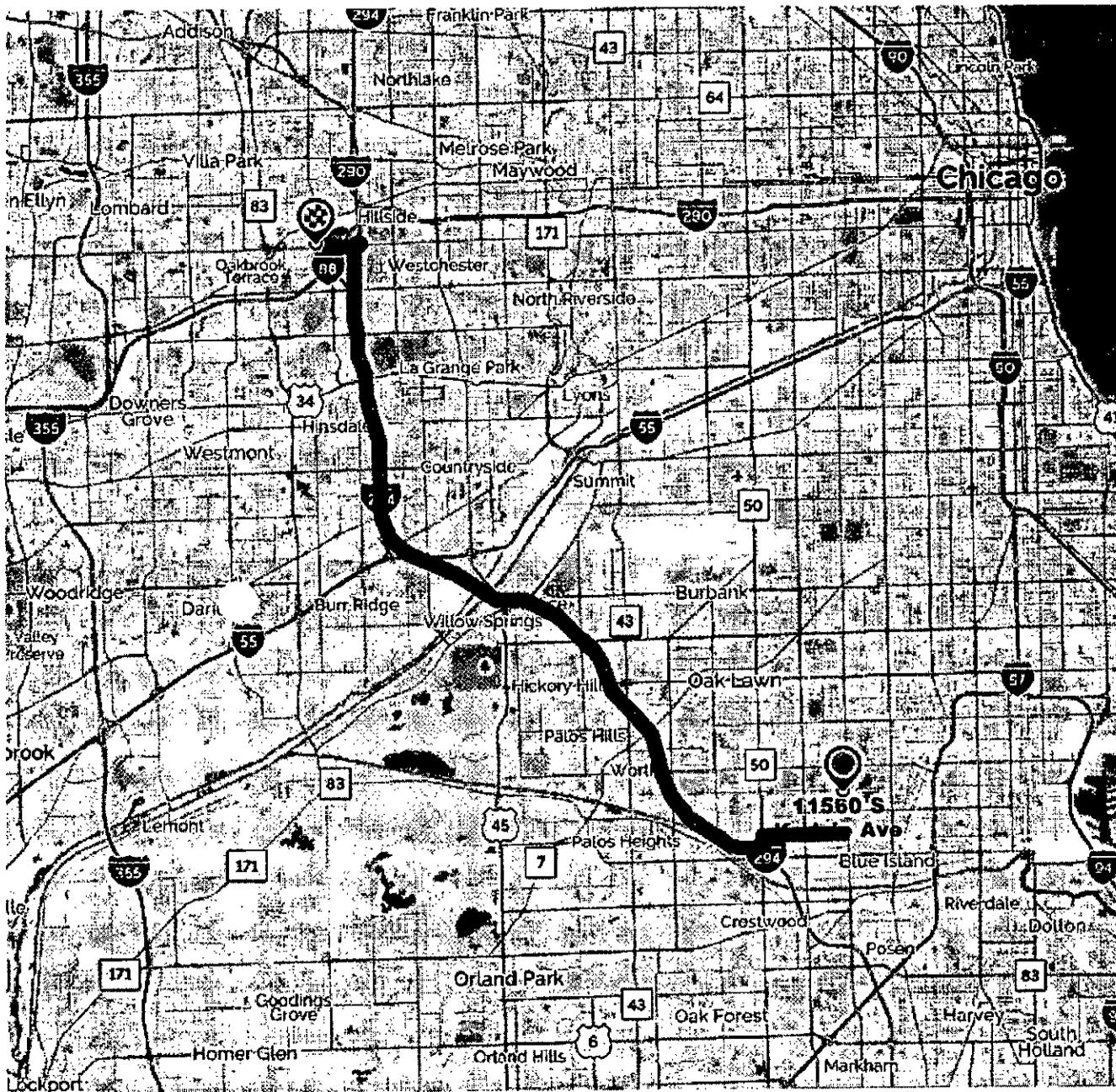
----- Then 0.20 miles ----- 22.80 total miles



9. 155 E Brush Hill Rd, Elmhurst, IL 60126-5658, 155 E BRUSH HILL RD is on the right.

*Your destination is 0.1 miles past Fronza Pkwy.**If you reach S Euclid Ave you've gone about 0.2 miles too far.*Use of directions and maps is subject to our [Terms of Use](#). We don't guarantee accuracy, route conditions or usability. You assume all risk of use.

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Car trouble mid-trip? MapQuest Roadside Assistance is here:
 (1-888-461-3625)

YOUR TRIP TO:



5101 Willow Springs Rd, La Grange, IL, 60525-2600

28 MIN | 17.1 MI **Est. fuel cost: \$1.61**

Trip time based on traffic conditions as of 1:46 PM on July 26, 2017. Current Traffic: Moderate

-  1. Start out going **south** on S Kedzie Ave toward W 116th Pl.
 Then 0.88 miles 0.88 total miles
-  2. Turn **right** onto W 123rd St.
W 123rd St is 0.5 miles past W 119th St.
 Then 2.02 miles 2.90 total miles
-  3. Turn **left** onto S Cicero Ave/IL-50.
S Cicero Ave is just past S Spencer St.
If you reach S Lamon Ave you've gone about 0.1 miles too far.
 Then 0.11 miles 3.01 total miles
-  4. Merge onto I-294 N/Tri State Tollway N toward **West Suburbs** (Portions toll).
 Then 11.21 miles 14.22 total miles
-  5. Take the **Wolf Rd/IL-55 S/Stevenson Expy** exit toward **St Louis**.
 Then 0.10 miles 14.33 total miles
-  6. Keep **left** to take the **Wolf Rd** ramp.
 Then 0.12 miles 14.45 total miles
-  7. Keep **right** to take the ramp toward **Joliet Rd**.
 Then 0.03 miles 14.48 total miles
-  8. Merge onto Wolf Rd.
 Then 0.19 miles 14.66 total miles
-  9. Turn **right** onto Joliet Rd.
If you reach Algonquin Dr you've gone about 0.1 miles too far.
 Then 0.57 miles 15.23 total miles
-  10. Turn **left** onto Willow Springs Rd.
If you reach Stafford Rd you've gone about 0.1 miles too far.
 Then 1.89 miles 17.13 total miles

337

11. 5101 Willow Springs Rd, La Grange, IL 60525-2600, 5101 WILLOW SPRINGS

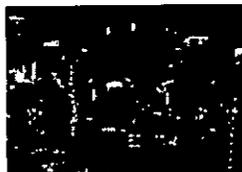
RD is on the right.

Your destination is 0.1 miles past Memorial Dr.

If you reach Memorial Dr you've gone a little too far.



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Car trouble mid-trip? MapQuest Roadside Assistance is here:

(1-888-461-3625)

YOUR TRIP TO:



1900 Silver Cross Blvd

30 MIN | 26.0 MI

Est. fuel cost: \$1.74

Trip time based on traffic conditions as of 2:50 PM on July 26, 2017. Current Traffic: Light



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.38 miles 0.38 total miles



2. Turn **left** onto W 119th St.
W 119th St is just past W 118th St.

If you reach W 123rd St you've gone about 0.5 miles too far.

Then 1.96 miles 2.34 total miles



3. Turn **right** onto S Marshfield Ave.
S Marshfield Ave is just past S Paulina St.

If you reach S Ashland Ave you've gone a little too far.

Then 0.03 miles 2.37 total miles



4. Merge onto I-57 S via the ramp on the **left**.

Then 9.12 miles 11.49 total miles



5. Merge onto I-80 W via EXIT 345B toward **Iowa**.

Then 11.39 miles 22.88 total miles



6. Merge onto I-355 N/Veterans Memorial Tollway N via EXIT 140 toward **Rockford** (Portions toll).

Then 1.31 miles 24.20 total miles



7. Take the **US-6/Southwest Hwy** exit, EXIT 1.

Then 0.51 miles 24.70 total miles



8. Merge onto US-6 W/Maple Rd toward **Joliet**.

Then 0.78 miles 25.49 total miles



9. Turn **left** onto Silver Cross Blvd.
If you are on W Maple Rd and reach Spring Creek St you've gone about 0.2 miles too far.

Then 0.35 miles 25.83 total miles

339



10. Make a U-turn onto Silver Cross Blvd.

If you reach Abraham Dr you've gone about 0.6 miles too far.

Then 0.18 miles

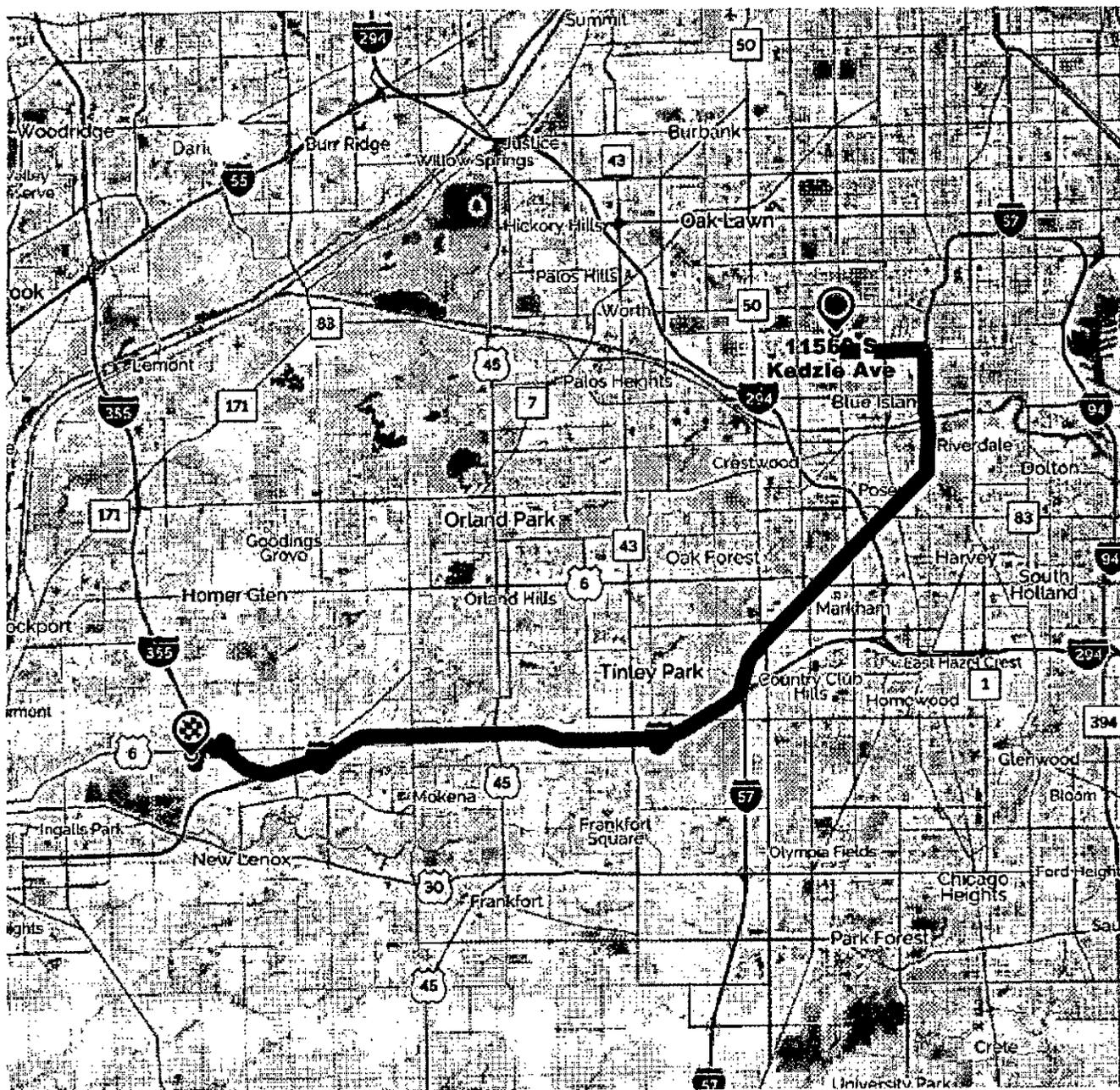
26.01 total miles



11. 1900 Silver Cross Blvd, New Lenox, IL 60451-9509, 1900 SILVER CROSS BLVD is on the right.

If you reach Clinton St you've gone a little too far.

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340

YOUR TRIP TO:



1653 W Congress Pkwy

31 MIN | 19.3 MI

Est. fuel cost: \$1.82

Trip time based on traffic conditions as of 4:07 PM on July 25, 2017. Current Traffic: Moderate



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.38 miles 0.38 total miles



2. Turn **left** onto W 119th St.
W 119th St is just past W 118th St.

If you reach W 123rd St you've gone about 0.5 miles too far.

Then 2.02 miles 2.40 total miles



3. Turn **left** onto S Ashland Ave.
S Ashland Ave is just past S Marshfield Ave.

If you reach S Justine St you've gone a little too far.

Then 0.03 miles 2.42 total miles



4. Merge onto I-57 N via the ramp on the left.

Then 4.27 miles 6.70 total miles



5. I-57 N becomes I-94 W.

Then 10.52 miles 17.21 total miles



6. Merge onto I-290 W/Chicago-Kansas City Expressway W/Eisenhower Expy W
via EXIT 51H toward **West Suburbs**.

Then 1.61 miles 18.82 total miles



7. Take EXIT 28B toward **Ashland Ave/1600 W/Paulina St/1700 W**.

Then 0.19 miles 19.01 total miles



8. Merge onto W Van Buren St.

Then 0.16 miles 19.18 total miles



9. Take the 2nd **left** onto S Paulina St.
If you reach S Hermitage Ave you've gone a little too far.

Then 0.08 miles 19.26 total miles



10. Take the 1st **left** onto W Congress Pkwy.
If you reach W Harrison St you've gone a little too far.

Then 0.04 miles 19.30 total miles

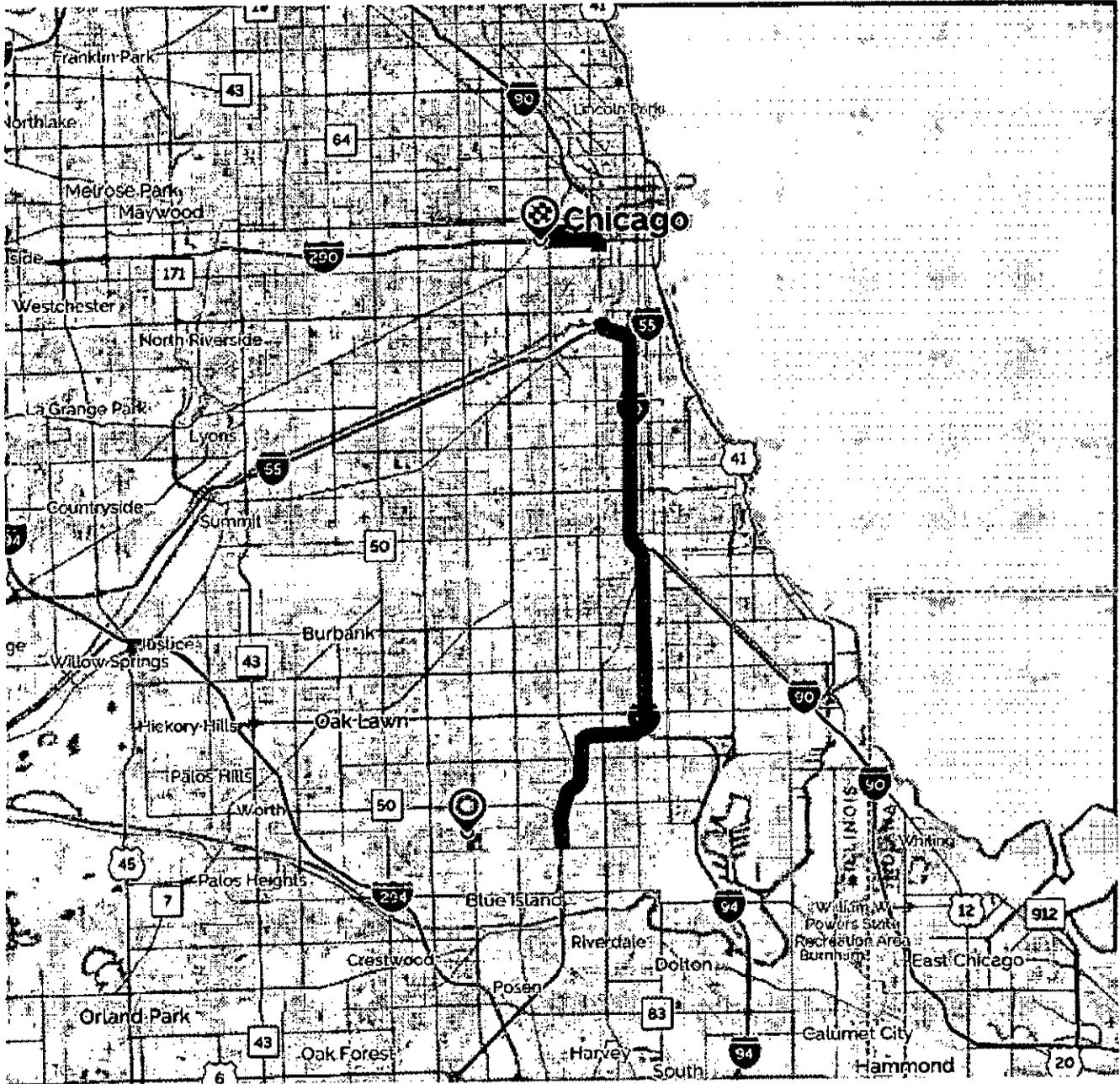
341



11. 1653 W Congress Pkwy, Chicago, IL 60612, 1653 W CONGRESS PKWY is on the right.

If you reach S Ashland Ave you've gone a little too far.

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YOUR TRIP TO:

1740 W Taylor St



32 MIN | 18.9 MI

Est. fuel cost: \$1.78

Trip time based on traffic conditions as of 4:12 PM on July 25, 2017. Current Traffic: Moderate



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.38 miles 0.38 total miles



2. Turn **left** onto W 119th St.
W 119th St is just past W 118th St.

If you reach W 123rd St you've gone about 0.5 miles too far.

Then 2.02 miles 2.40 total miles



3. Turn **left** onto S Ashland Ave.
S Ashland Ave is just past S Marshfield Ave.

If you reach S Justine St you've gone a little too far.

Then 0.03 miles 2.42 total miles



4. Merge onto I-57 N via the ramp on the **left**.

Then 4.27 miles 6.70 total miles



5. I-57 N becomes I-94 W.

Then 10.41 miles 17.11 total miles



6. Take EXIT 52B toward **Roosevelt Rd/Taylor St**.

Then 0.17 miles 17.28 total miles



7. Merge onto S Rubie St.

Then 0.07 miles 17.35 total miles



8. Take the 1st **left** onto W Roosevelt Rd.
If you reach W Taylor St you've gone about 0.1 miles too far.

Then 1.34 miles 18.69 total miles



9. Turn **right** onto S Hermitage Ave.
S Hermitage Ave is just past S Paulina St.

If you reach S Wood St you've gone a little too far.

Then 0.16 miles 18.85 total miles

343



10. Turn left onto W Taylor St.

Then 0.02 miles

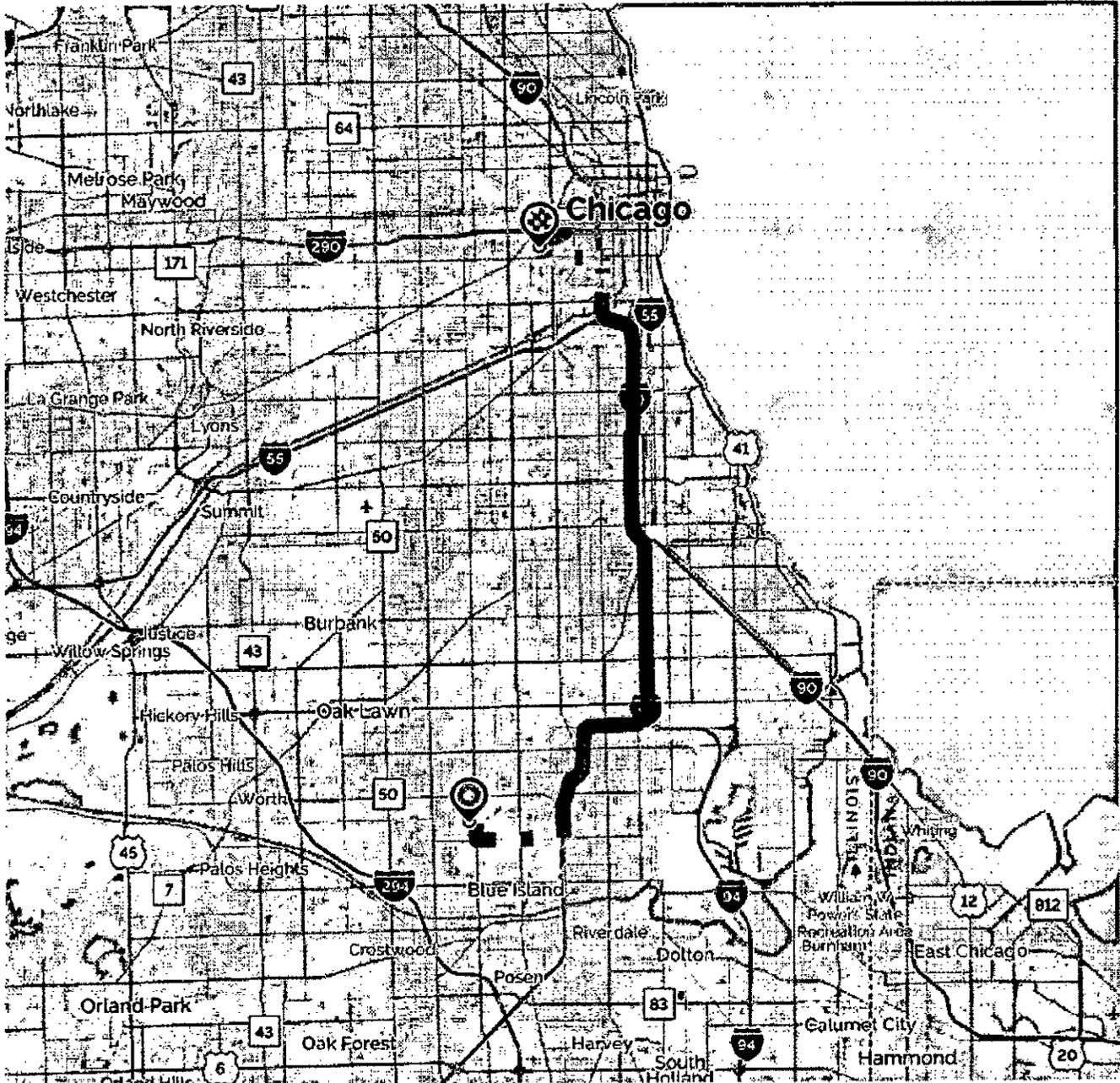
18.87 total miles



11. 1740 W Taylor St, Chicago, IL 60612-4348, 1740 W TAYLOR ST is on the right.

If you reach S Wood St you've gone a little too far.

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Car trouble mid-trip? MapQuest Roadside Assistance is here:

(1-888-461-3625)

YOUR TRIP TO:

1901 W Harrison St



34 MIN | 20.0 MI

Est. fuel cost: \$1.88

Trip time based on traffic conditions as of 4:00 PM on July 25, 2017. Current Traffic: Heavy



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.38 miles 0.38 total miles



2. Turn **left** onto W 119th St.
W 119th St is just past W 118th St.

If you reach W 123rd St you've gone about 0.5 miles too far.

Then 2.02 miles 2.40 total miles



3. Turn **left** onto S Ashland Ave.
S Ashland Ave is just past S Marshfield Ave.

If you reach S Justine St you've gone a little too far.

Then 0.03 miles 2.42 total miles



4. Merge onto I-57 N via the ramp on the **left**.

Then 4.27 miles 6.70 total miles



5. I-57 N becomes I-94 W.

Then 10.52 miles 17.21 total miles



6. Merge onto I-290 W/Chicago-Kansas City Expressway W/Eisenhower Expy W via EXIT 51H toward **West Suburbs**.

Then 2.15 miles 19.36 total miles



7. Take EXIT 28A toward **Damen Ave/2000 W**.

Then 0.16 miles 19.52 total miles



8. Merge onto W Van Buren St.

Then 0.04 miles 19.56 total miles



9. Take the 1st **left** onto S Damen Ave.
If you reach S Seeley Ave you've gone a little too far.

Then 0.24 miles 19.80 total miles

345



10. Turn sharp left onto W Ogden Ave.

W Ogden Ave is just past W Harrison St.

If you reach W Polk St you've gone a little too far.

Then 0.12 miles

19.92 total miles



11. Turn right onto W Harrison St.

W Harrison St is just past S Winchester Ave.

If you reach S Wolcott Ave you've gone a little too far.

Then 0.03 miles

19.95 total miles

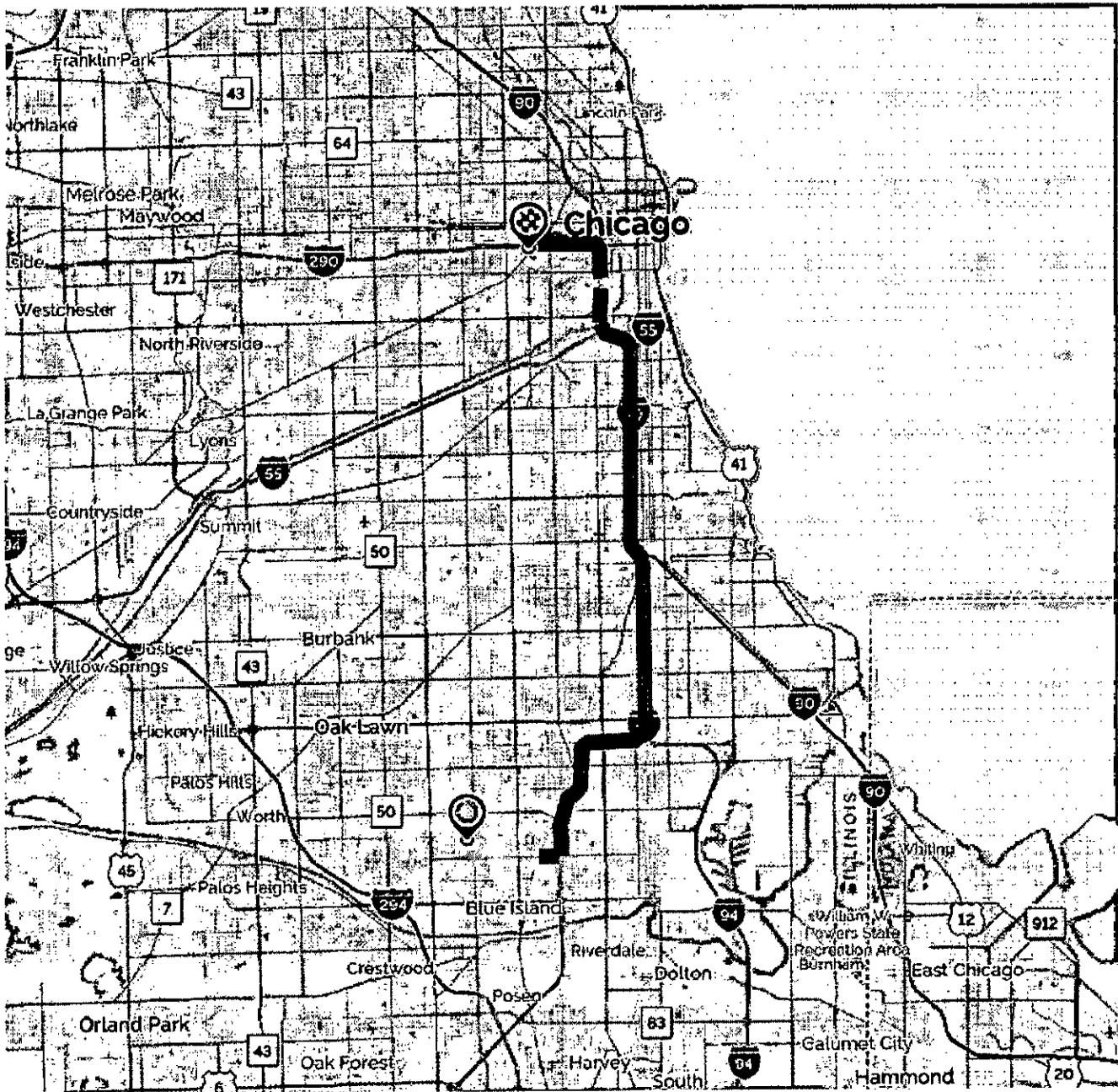


12. 1901 W Harrison St, Chicago, IL 60612-3714, 1901 W HARRISON ST is on the right.

If you reach S Wolcott Ave you've gone a little too far.

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 (1-888-461-3625)

YOUR TRIP TO:



1423 Chicago Rd

35 MIN | 14.6 MI

Est. fuel cost: \$1.37

Trip time based on traffic conditions as of 2:39 PM on July 26, 2017. Current Traffic: Heavy



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 10.71 miles ----- 10.71 total miles



2. Turn **left** onto Vollmer Rd.

Vollmer Rd is 0.1 miles past Lawrence Cres.

If you reach Oregon Trl you've gone about 0.1 miles too far.

Then 1.93 miles ----- 12.64 total miles



3. Turn **slight right** onto Dixie Hwy.

Dixie Hwy is 0.1 miles past Abbott Ave.

If you reach Serena Dr you've gone about 0.2 miles too far.

Then 1.45 miles ----- 14.09 total miles



4. Turn **slight right** onto Chicago Rd/IL-1.

Chicago Rd is 0.2 miles past W 10th St.

Then 0.42 miles ----- 14.51 total miles



5. Make a **U-turn** at W 15th St onto Chicago Rd/IL-1.

If you reach E McEldowney St you've gone a little too far.

Then 0.07 miles ----- 14.58 total miles

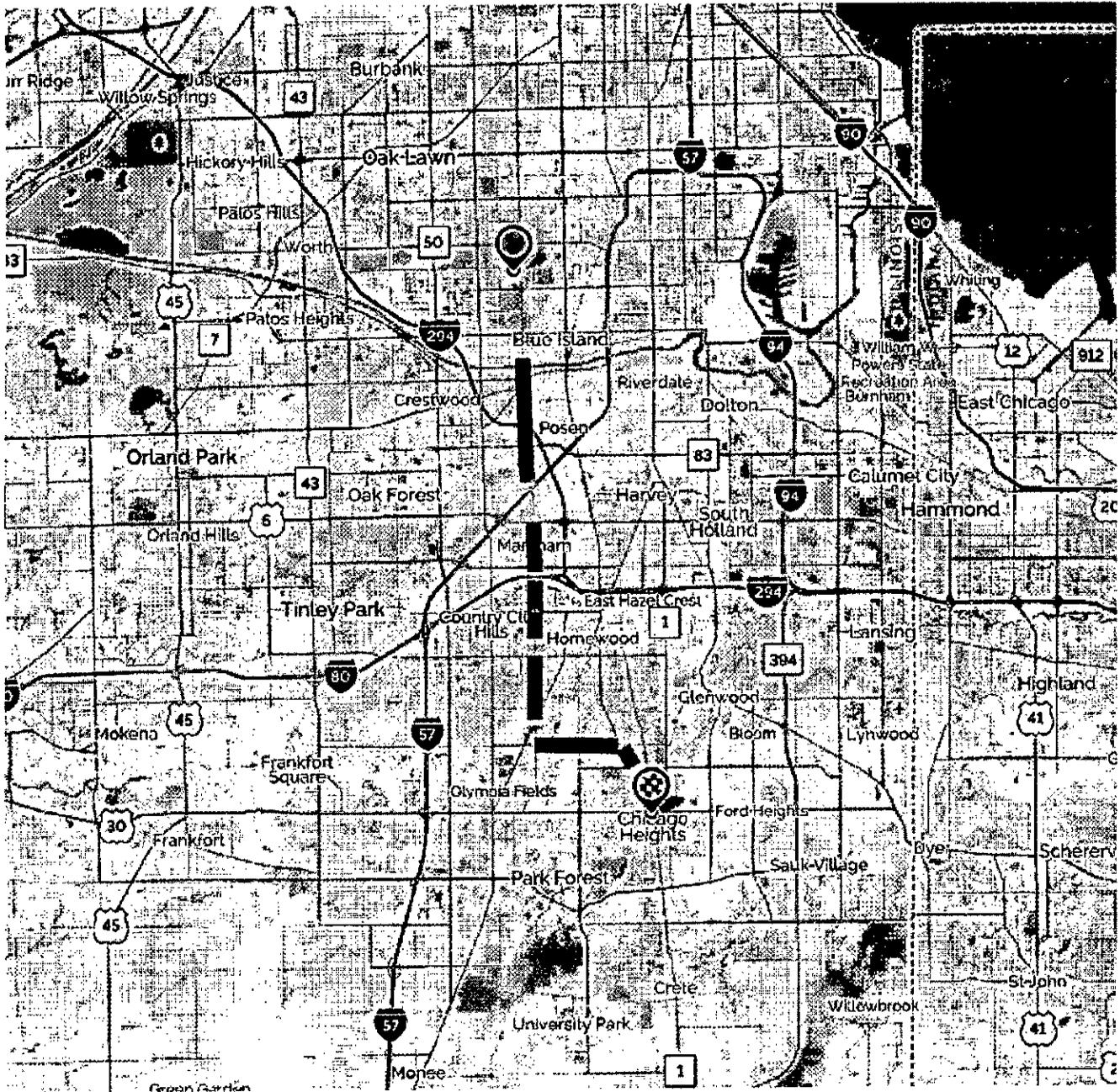


6. 1423 Chicago Rd, Chicago Heights, IL 60411-3400, 1423 CHICAGO RD is on the right.

If you reach E Lincoln Hwy you've gone a little too far.

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YOUR TRIP TO:



251 E Huron St

35 MIN | 20.4 MI

Est. fuel cost: \$1.38

Trip time based on traffic conditions as of 3:56 PM on July 25, 2017. Current Traffic: Heavy

There are timed restrictions on your route.



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.38 miles 0.38 total miles



2. Turn **left** onto W 119th St.
W 119th St is just past W 118th St.

If you reach W 123rd St you've gone about 0.5 miles too far.

Then 2.02 miles 2.40 total miles



3. Turn **left** onto S Ashland Ave.
S Ashland Ave is just past S Marshfield Ave.

If you reach S Justine St you've gone a little too far.

Then 0.03 miles 2.42 total miles



4. Merge onto I-57 N via the ramp on the left.

Then 4.27 miles 6.70 total miles



5. I-57 N becomes I-94 W.

Then 8.24 miles 14.94 total miles



6. Take EXIT 53C toward I-55 N/Stevenson Expy/Lake Shore Dr/22nd St.

Then 0.30 miles 15.24 total miles



7. Merge onto I-55 N/Adlai E Stevenson Expy N toward Lake Shore Dr.

Then 1.63 miles 16.87 total miles



8. Take US-41 N/S Lake Shore Dr N.

Then 3.14 miles 20.01 total miles



9. Turn **left** onto E Chicago Ave.
Timed turn restriction: Mon-Fri 5:00 AM to 10:00 AM.

Then 0.19 miles 20.20 total miles

350



10. Turn left onto N Fairbanks Ct.

N Fairbanks Ct is 0.1 miles past N Lake Shore Dr.

If you reach N Mies Van Der Rohe Way you've gone a little too far.

Then 0.13 miles

20.32 total miles



11. Turn right onto E Huron St.

E Huron St is just past E Superior St.

If you reach E Erie St you've gone a little too far.

Then 0.05 miles

20.38 total miles

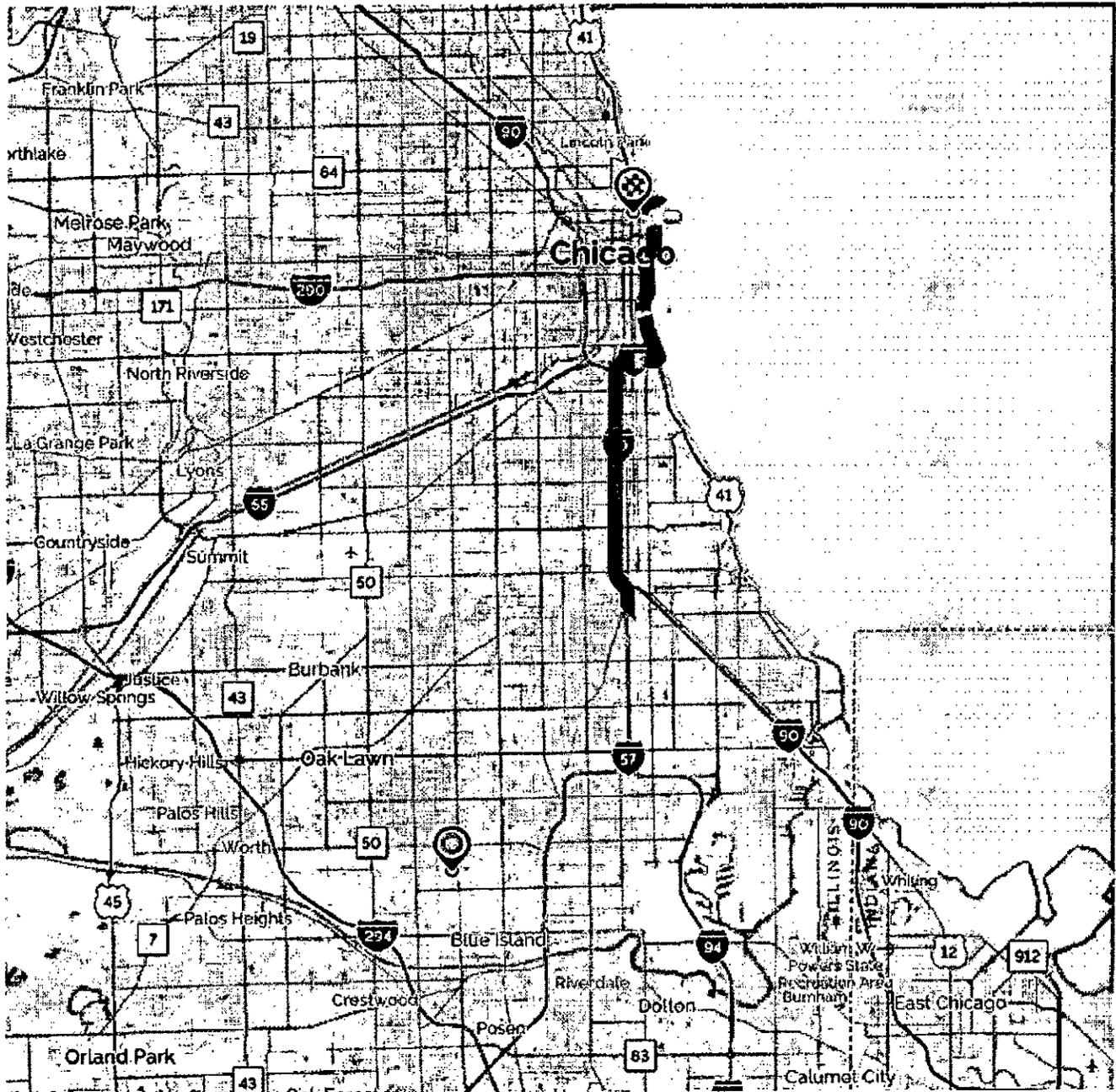


12. 251 E Huron St, Chicago, IL 60611-2957, 251 E HURON ST is on the left.

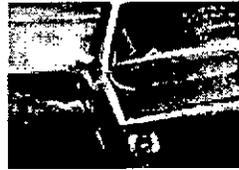
If you reach N Saint Clair St you've gone a little too far.

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Assistance is here:
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YOUR TRIP TO:

500 Remington Blvd

36 MIN | 26.5 MI

Est. fuel cost: \$1.78

Trip time based on traffic conditions as of 3:09 PM on July 26, 2017. Current Traffic: Moderate



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.88 miles 0.88 total miles



2. Turn **right** onto W 123rd St.

W 123rd St is 0.5 miles past W 119th St.

Then 2.02 miles 2.90 total miles



3. Turn **left** onto S Cicero Ave/IL-50.

S Cicero Ave is just past S Spencer St.

If you reach S Lamon Ave you've gone about 0.1 miles too far.

Then 0.11 miles 3.01 total miles



4. Merge onto I-294 N/Tri State Tollway N toward **West Suburbs** (Portions toll).

Then 11.21 miles 14.22 total miles



5. Merge onto I-55 S toward **St Louis**.

Then 10.67 miles 24.89 total miles



6. Take the **IL-53** exit, EXIT 267, toward **Bolingbrook**.

Then 0.30 miles 25.20 total miles



7. Merge onto S Bolingbrook Dr/IL-53 toward **Bolingbrook**.

Then 0.16 miles 25.35 total miles



8. Turn **left** onto Remington Blvd.

Remington Blvd is just past E North Frontage Rd.

If you reach Commerce Dr you've gone a little too far.

Then 1.11 miles 26.47 total miles



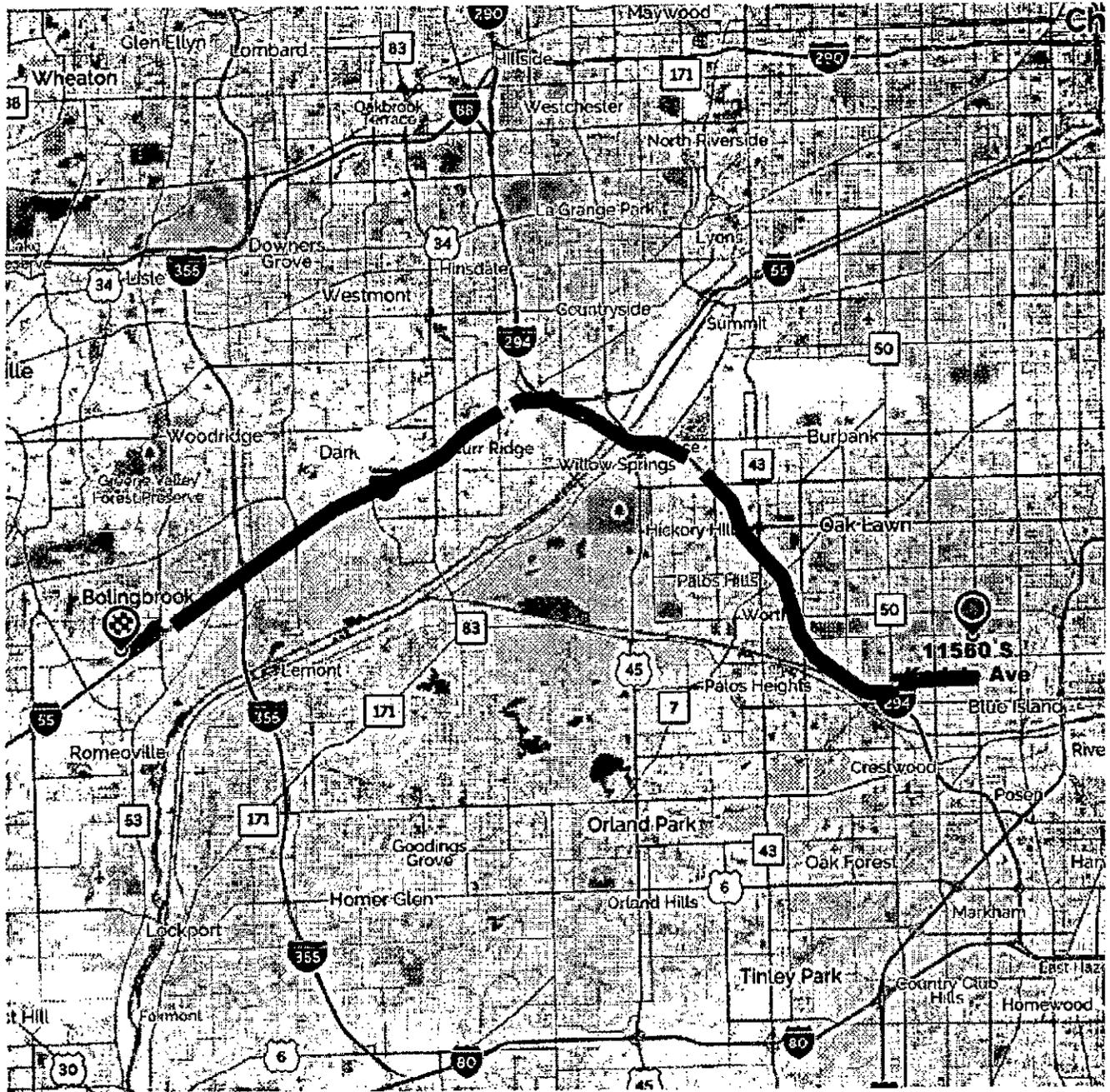
9. 500 Remington Blvd, Bolingbrook, IL 60440-5101, 500 REMINGTON BLVD is on the **right**.

Your destination is 0.3 miles past Woodcreek Dr.

If you reach S Schmidt Rd you've gone about 0.1 miles too far.

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354

YOUR TRIP TO:



3815 Highland Ave

36 MIN | 26.9 MI

Est. fuel cost: \$1.80

Trip time based on traffic conditions as of 2:49 PM on July 26, 2017. Current Traffic: Moderate



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.88 miles 0.88 total miles



2. Turn **right** onto W 123rd St.
W 123rd St is 0.5 miles past W 119th St.

Then 2.02 miles 2.90 total miles



3. Turn **left** onto S Cicero Ave/IL-50.
S Cicero Ave is just past S Spencer St.

If you reach S Lamon Ave you've gone about 0.1 miles too far.

Then 0.11 miles 3.01 total miles



4. Merge onto I-294 N/Tri State Tollway N toward **West Suburbs** (Portions toll).

Then 16.95 miles 19.96 total miles



5. Take I-88 W toward **Aurora** (Portions toll).

Then 5.52 miles 25.48 total miles



6. Take the **Highland Ave** exit.

Then 0.27 miles 25.75 total miles



7. Keep **left** to take the ramp toward **MIDWESTERN COLLEGE/Downers Grove**.

Then 0.03 miles 25.77 total miles



8. Turn **left** onto Highland Ave/County Hwy-9.

Then 1.08 miles 26.85 total miles



9. Make a **U-turn** at Black Oak Dr onto Highland Ave/County Hwy-9.
If you reach Good Samaritan Hospital you've gone a little too far.

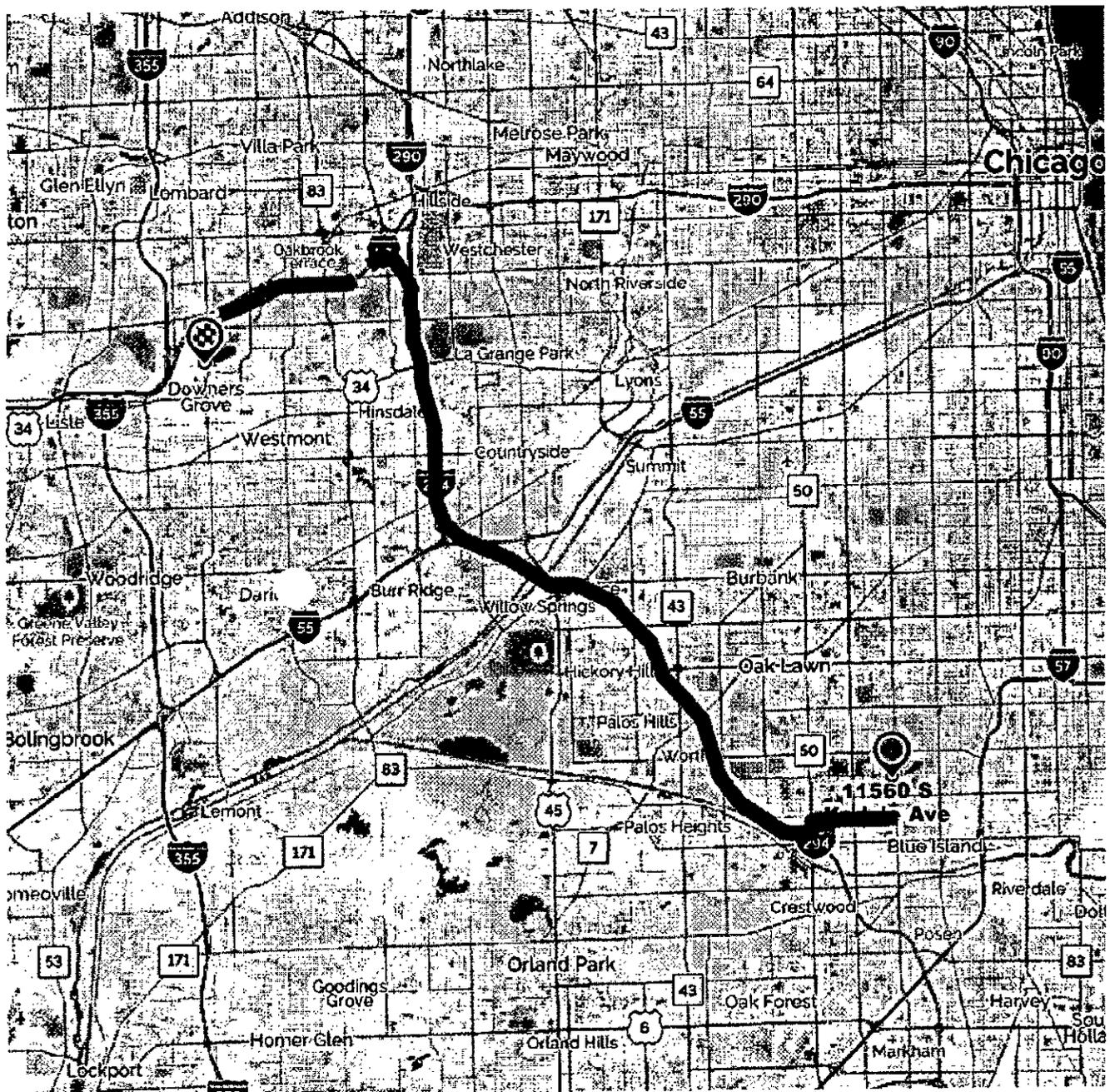
Then 0.01 miles 26.86 total miles



10. 3815 Highland Ave, Downers Grove, IL 60515-1500, 3815 HIGHLAND AVE is on the **right**.
If you reach Barneswood Dr you've gone about 0.1 miles too far.

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MapQuest Roadside
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356

YOUR TRIP TO:

2900 N Lake Shore Dr



39 MIN | 23.0 MI

Est. fuel cost: \$1.55

Trip time based on traffic conditions as of 3:58 PM on July 25, 2017. Current Traffic: Moderate



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.38 miles 0.38 total miles



2. Turn **left** onto W 119th St.
W 119th St is just past W 118th St.

If you reach W 123rd St you've gone about 0.5 miles too far.

Then 2.02 miles 2.40 total miles



3. Turn **left** onto S Ashland Ave.
S Ashland Ave is just past S Marshfield Ave.

If you reach S Justine St you've gone a little too far.

Then 0.03 miles 2.42 total miles



4. Merge onto I-57 N via the ramp on the **left**.

Then 4.27 miles 6.70 total miles



5. I-57 N becomes I-94 W.

Then 8.24 miles 14.94 total miles



6. Take EXIT 53C toward I-55 N/Stevenson Expy/Lake Shore Dr/22nd St.

Then 0.30 miles 15.24 total miles



7. Merge onto I-55 N/Adlai E Stevenson Expy N toward Lake Shore Dr.

Then 1.63 miles 16.87 total miles



8. Take US-41 N/S Lake Shore Dr N.

Then 5.25 miles 22.12 total miles



9. Take the Fullerton Pkwy exit.

Then 0.14 miles 22.26 total miles



10. Turn **left** onto W Fullerton Pkwy.
If you reach US-41 N you've gone about 0.1 miles too far.

Then 0.15 miles 22.42 total miles

357



11. Turn **right** onto N Cannon Dr.

If you reach N Stockton Dr you've gone about 0.1 miles too far.

Then 0.41 miles

22.83 total miles



12. Turn **right** onto N Lake Shore Dr.

If you reach N Stockton Dr you've gone about 0.1 miles too far.

Then 0.20 miles

23.04 total miles

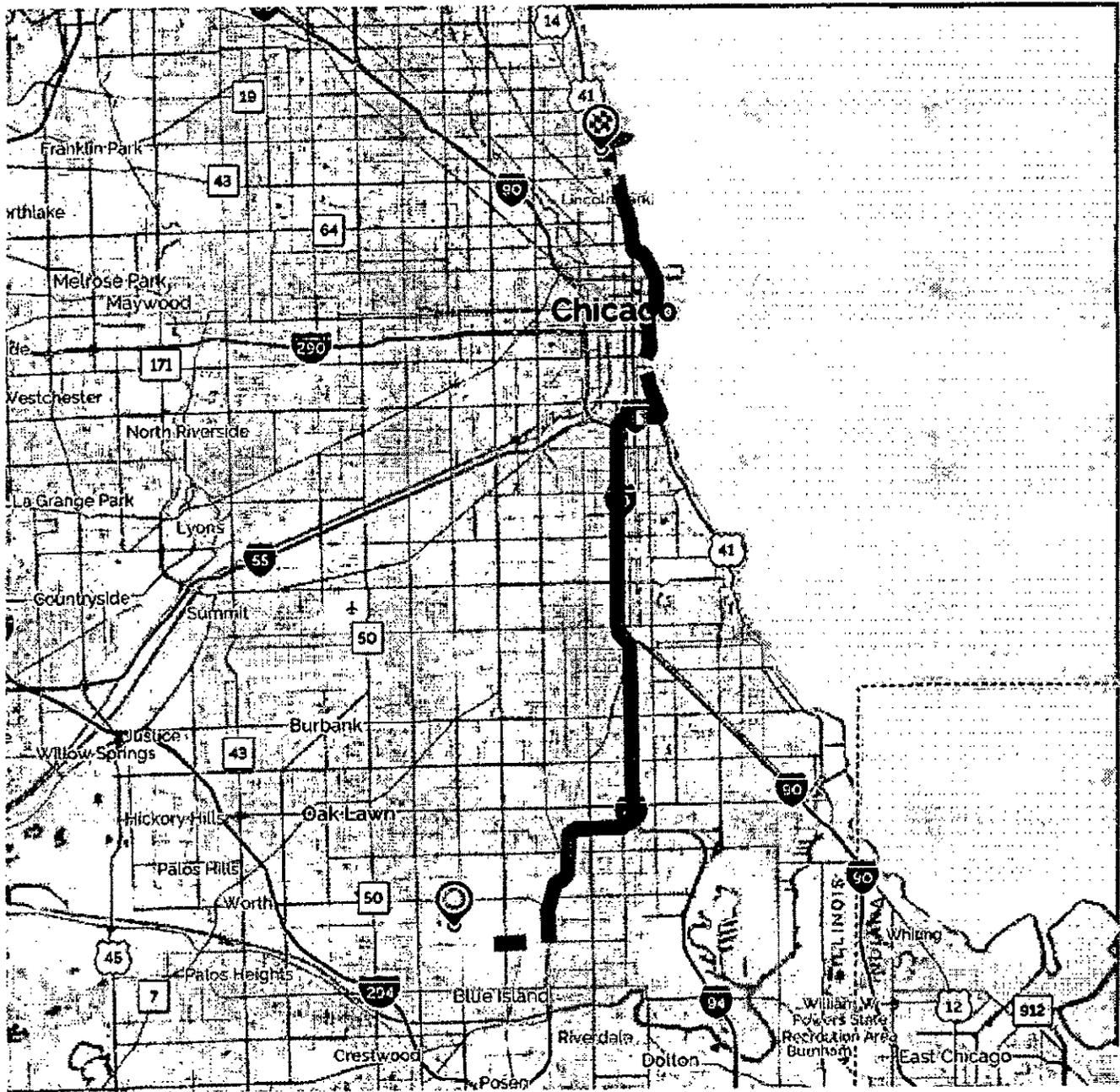


13. 2900 N Lake Shore Dr, Chicago, IL 60657-5640, 2900 N LAKE SHORE DR is on the **left**.

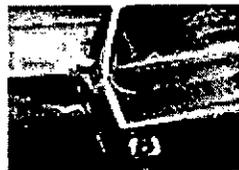
If you reach Walkparking Lot Rd you've gone a little too far.

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YOUR TRIP TO:



4646 N Marine Dr

41 MIN | 25.3 MI

Est. fuel cost: \$1.71

Trip time based on traffic conditions as of 3:54 PM on July 25, 2017. Current Traffic: Moderate



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.38 miles 0.38 total miles



2. Turn **left** onto W 119th St.
W 119th St is just past W 118th St.

If you reach W 123rd St you've gone about 0.5 miles too far.

Then 2.02 miles 2.40 total miles



3. Turn **left** onto S Ashland Ave.
S Ashland Ave is just past S Marshfield Ave.

If you reach S Justine St you've gone a little too far.

Then 0.03 miles 2.42 total miles



4. Merge onto I-57 N via the ramp on the **left**.

Then 4.27 miles 6.70 total miles



5. I-57 N becomes I-94 W.

Then 8.24 miles 14.94 total miles



6. Take EXIT 53C toward I-55 N/Stevenson Expy/Lake Shore Dr/22nd St.

Then 0.30 miles 15.24 total miles



7. Merge onto I-55 N/Adlai E Stevenson Expy N toward **Lake Shore Dr**.

Then 1.63 miles 16.87 total miles



8. Take US-41 N/S Lake Shore Dr N.

Then 7.92 miles 24.79 total miles



9. Take the **Montrose Ave** exit.

Then 0.15 miles 24.94 total miles



10. Turn **left** onto W Montrose Ave.
If you reach US-41 N you've gone about 0.1 miles too far.

Then 0.07 miles 25.01 total miles

360



11. Turn right onto N Marine Dr.
If you reach N Clarendon Ave you've gone about 0.1 miles too far.

Then 0.34 miles

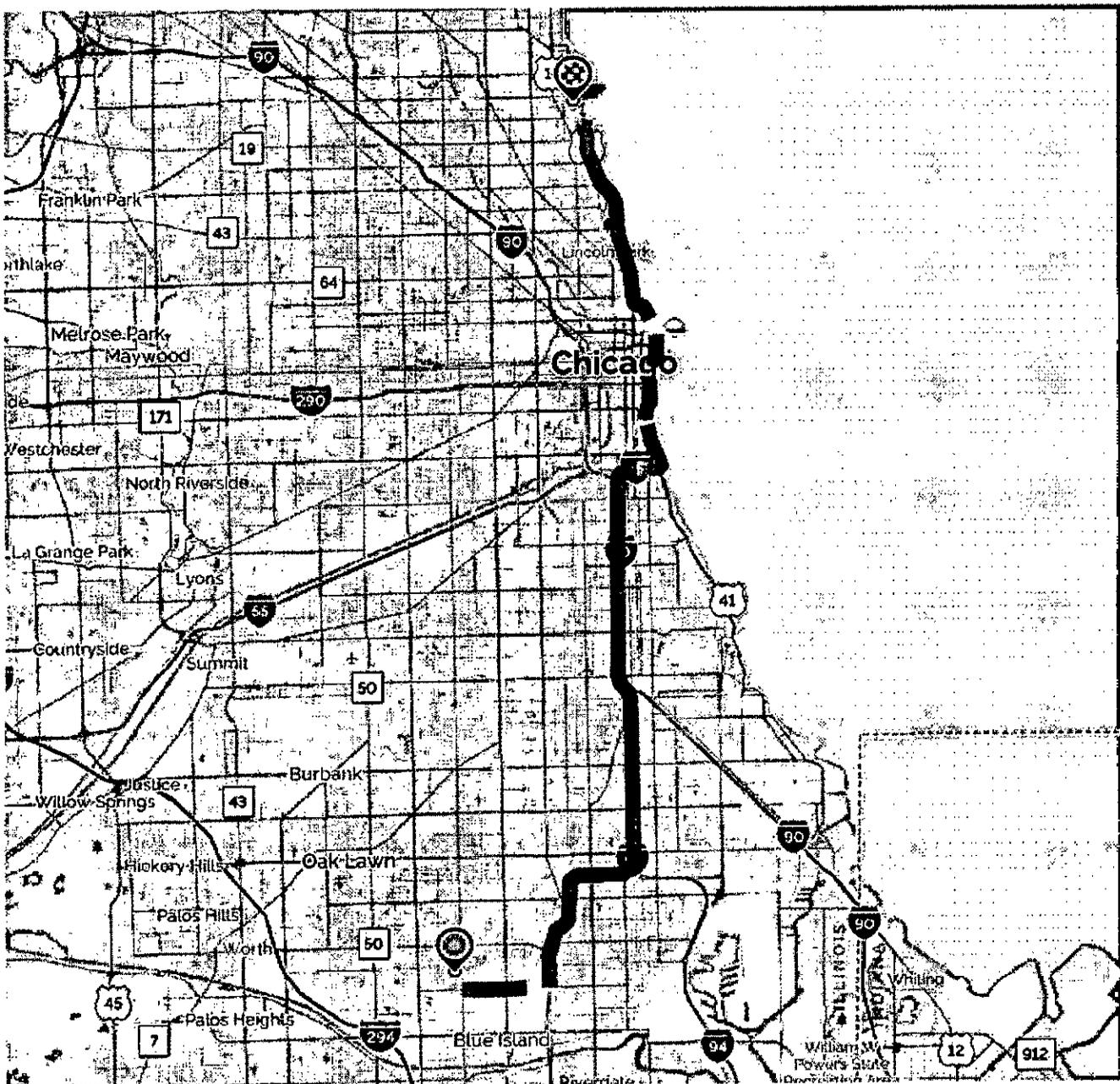
25.35 total miles



12. 4646 N Marine Dr, Chicago, IL 60640-5759, 4646 N MARINE DR is on the left.
Your destination is just past W Wilson Ave.

If you reach W Lakasida Pl you've gone about 0.1 miles too far.

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361

YOUR TRIP TO:



701 Winthrop Ave

41 MIN | 35.1 MI

Est. fuel cost: \$2.36

Trip time based on traffic conditions as of 2:44 PM on July 26, 2017. Current Traffic: Light

- 

1. Start out going **south** on S Kedzie Ave toward W 116th Pl.
 ----- Then 0.88 miles ----- 0.88 total miles
- 

2. Turn **right** onto W 123rd St.
W 123rd St is 0.5 miles past W 119th St.
 ----- Then 2.02 miles ----- 2.90 total miles
- 

3. Turn **left** onto S Cicero Ave/IL-50.
S Cicero Ave is just past S Spencer St.

If you reach S Lamon Ave you've gone about 0.1 miles too far.
 ----- Then 0.11 miles ----- 3.01 total miles
- 

4. Merge onto I-294 N/Tri State Tollway N toward **West Suburbs** (Portions toll)
 (Electronic toll collection only).
 ----- Then 16.94 miles ----- 19.95 total miles
- 

5. Take I-88 W toward **Aurora** (Portions toll).
 ----- Then 6.59 miles ----- 26.54 total miles
- 

6. Merge onto I-355 N/Veterans Memorial Tollway N toward **Northwest Suburbs**
 (Portions toll).
 ----- Then 5.89 miles ----- 32.43 total miles
- 

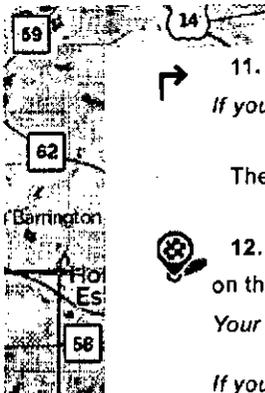
7. Take the **IL-64/North Ave** exit, EXIT 27.
 ----- Then 0.30 miles ----- 32.73 total miles
- 

8. Keep **left** to take the ramp toward **Glendale Hts/Carol Stream**.
 ----- Then 0.06 miles ----- 32.79 total miles
- 

9. Turn **left** onto IL-64/North Ave.
 ----- Then 1.32 miles ----- 34.11 total miles
- 

10. Turn **right** onto Glen Ellyn Rd.
 ----- Then 0.81 miles ----- 34.92 total miles

362



- 11. Turn right onto Winthrop Ave.
If you reach E Fullerton Ave you've gone about 0.2 miles too far.

Then 0.18 miles

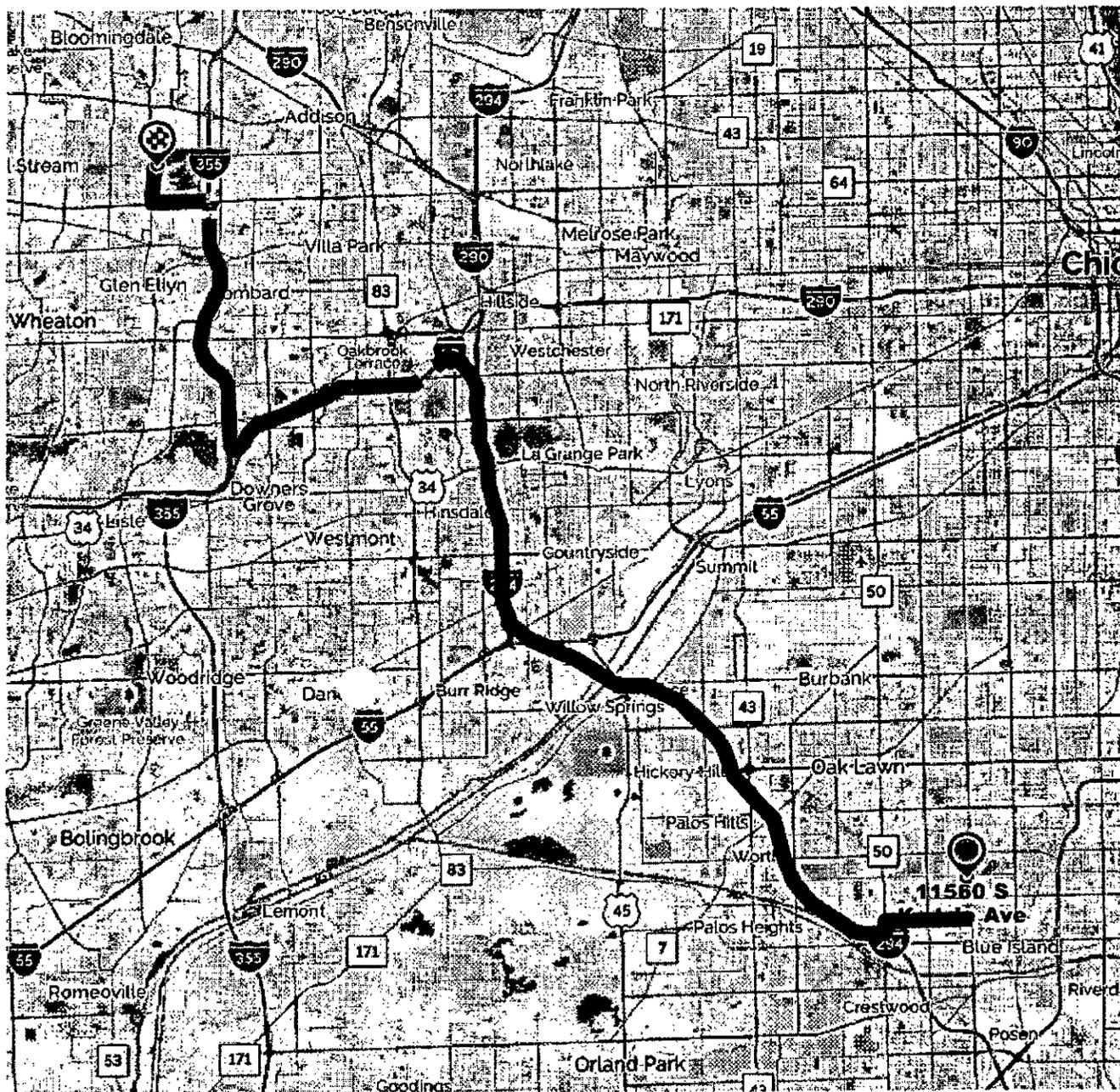
35.10 total miles

- 12. 701 Winthrop Ave, Glendale Heights, IL 60139-1405, 701 WINTHROP AVE is on the right.

Your destination is just past Winthrop Ct.

If you are on Jill Ct and reach Marilyn Ave you've gone a little too far.

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363

YOUR TRIP TO:



2233 W Division St

42 MIN | 21.3 MI

Est. fuel cost: \$1.44

Trip time based on traffic conditions as of 4:05 PM on July 25, 2017. Current Traffic: Heavy



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.38 miles 0.38 total miles



2. Turn **left** onto W 119th St.
W 119th St is just past W 118th St.

If you reach W 123rd St you've gone about 0.5 miles too far.

Then 2.02 miles 2.40 total miles



3. Turn **left** onto S Ashland Ave.
S Ashland Ave is just past S Marshfield Ave.

If you reach S Justine St you've gone a little too far.

Then 0.03 miles 2.42 total miles



4. Merge onto I-57 N via the ramp on the **left**.

Then 4.27 miles 6.70 total miles



5. I-57 N becomes I-94 W.

Then 13.20 miles 19.89 total miles



6. Take the **Division St** exit, EXIT 49A, toward **1200 N**.

Then 0.08 miles 19.98 total miles



7. Keep **left** at the fork in the ramp.

Then 0.15 miles 20.13 total miles



8. Turn **left** onto W Division St.
If you reach I-90 W you've gone about 0.1 miles too far.

Then 1.16 miles 21.29 total miles



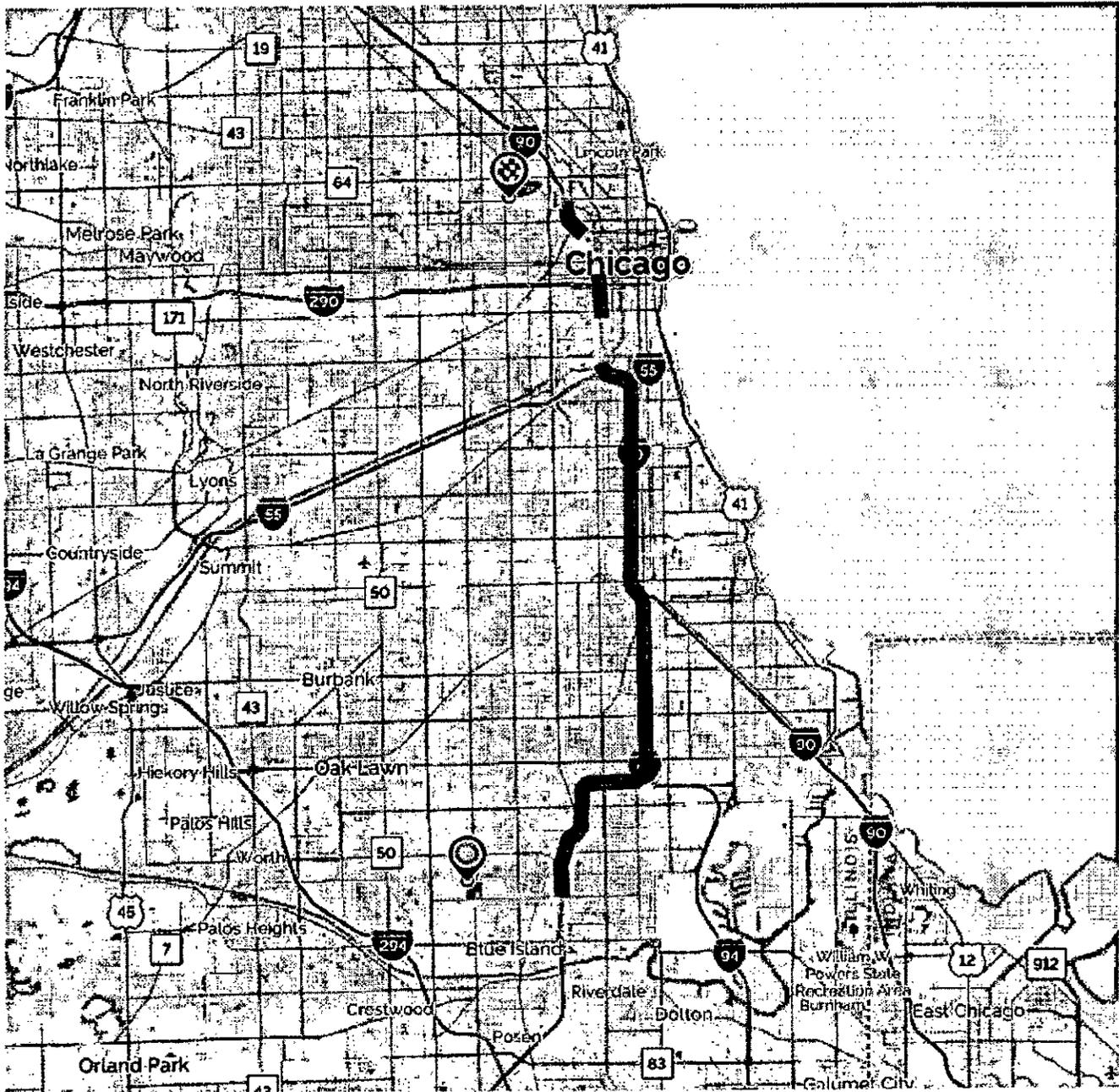
9. 2233 W Division St, Chicago, IL 60622-3043, 2233 W DIVISION ST is on the **left**.

Your destination is just past N Leavitt St.

If you reach N Oakley Blvd you've gone a little too far.

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365

YOUR TRIP TO:

850 W Irving Park Rd



42 MIN | 24.8 MI

Est. fuel cost: \$1.67

Trip time based on traffic conditions as of 3:59 PM on July 25, 2017. Current Traffic: Heavy



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.38 miles 0.38 total miles



2. Turn **left** onto W 119th St.
W 119th St is just past W 118th St.

If you reach W 123rd St you've gone about 0.5 miles too far.

Then 2.02 miles 2.40 total miles



3. Turn **left** onto S Ashland Ave.
S Ashland Ave is just past S Marshfield Ave.

If you reach S Justine St you've gone a little too far.

Then 0.03 miles 2.42 total miles



4. Merge onto I-57 N via the ramp on the **left**.

Then 4.27 miles 6.70 total miles



5. I-57 N becomes I-94 W.

Then 8.24 miles 14.94 total miles



6. Take **EXIT 53C** toward I-55 N/Stevenson Expy/Lake Shore Dr/22nd St.

Then 0.30 miles 15.24 total miles



7. Merge onto I-55 N/Adlai E Stevenson Expy N toward **Lake Shore Dr**.

Then 1.63 miles 16.87 total miles



8. Take **US-41 N/S Lake Shore Dr N**.

Then 7.41 miles 24.28 total miles



9. Take the **Irving Park Rd/L-19** exit.

Then 0.14 miles 24.42 total miles



10. Turn **left** onto IL-19/W Irving Park Rd.
If you reach US-41 N you've gone about 0.1 miles too far.

Then 0.35 miles 24.77 total miles

366

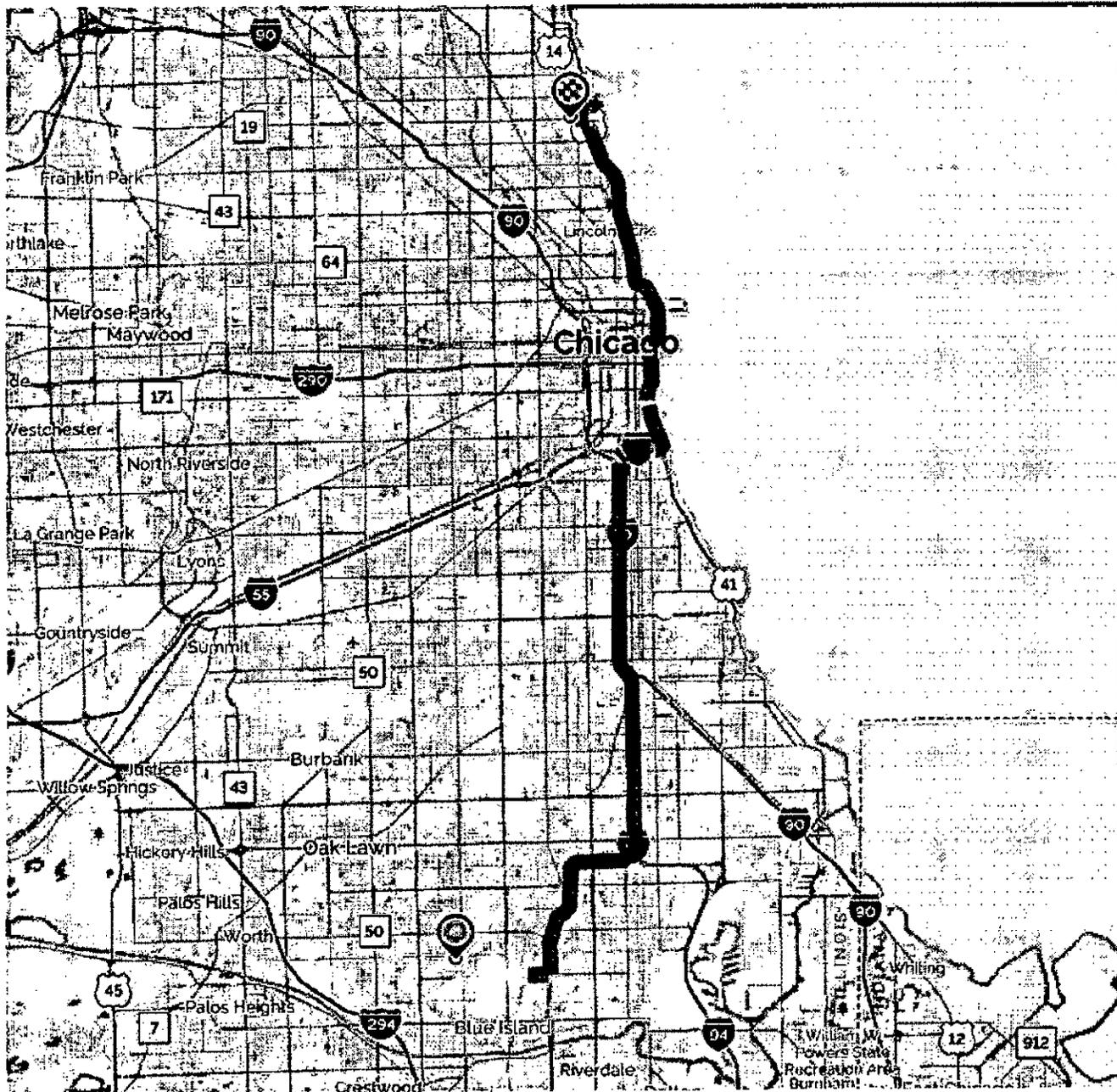


11. 850 W Irving Park Rd, Chicago, IL 60613-3011, 850 W IRVING PARK RD is on the right.

Your destination is just past N Broadway.

If you reach N Fremont St you've gone a little too far.

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367

YOUR TRIP TO:



2160 S 1st Ave

43 MIN | 24.0 MI

Est. fuel cost: \$1.61

Trip time based on traffic conditions as of 2:57 PM on July 26, 2017. Current Traffic: Heavy

- 

1. Start out going **south** on S Kedzie Ave toward W 116th Pl.
 ----- Then 0.88 miles ----- 0.88 total miles
- 

2. Turn **right** onto W 123rd St.
W 123rd St is 0.5 miles past W 119th St.
 ----- Then 2.02 miles ----- 2.90 total miles
- 

3. Turn **left** onto S Cicero Ave/IL-50.
S Cicero Ave is just past S Spencer St.
If you reach S Lamon Ave you've gone about 0.1 miles too far.
 ----- Then 0.11 miles ----- 3.01 total miles
- 

4. Merge onto I-294 N/Tri State Tollway N toward **West Suburbs** (Portions toll).
 ----- Then 10.58 miles ----- 13.59 total miles
- 

5. Merge onto I-55 N/Adlai E Stevenson Expy N toward **Chicago**.
 ----- Then 4.58 miles ----- 18.17 total miles
- 

6. Merge onto IL-171 N via EXIT 282B toward **1st Ave**.
 ----- Then 5.50 miles ----- 23.67 total miles
- 

7. Turn **left** onto 15th St.
15th St is 0.3 miles past 17th St.
If you are on IL-171 and reach 13th St you've gone about 0.1 miles too far.
 ----- Then 0.11 miles ----- 23.78 total miles
- 

8. Turn **right**.
 ----- Then 0.09 miles ----- 23.87 total miles
- 

9. Take the **1st left**.
 ----- Then 0.07 miles ----- 23.93 total miles
- 

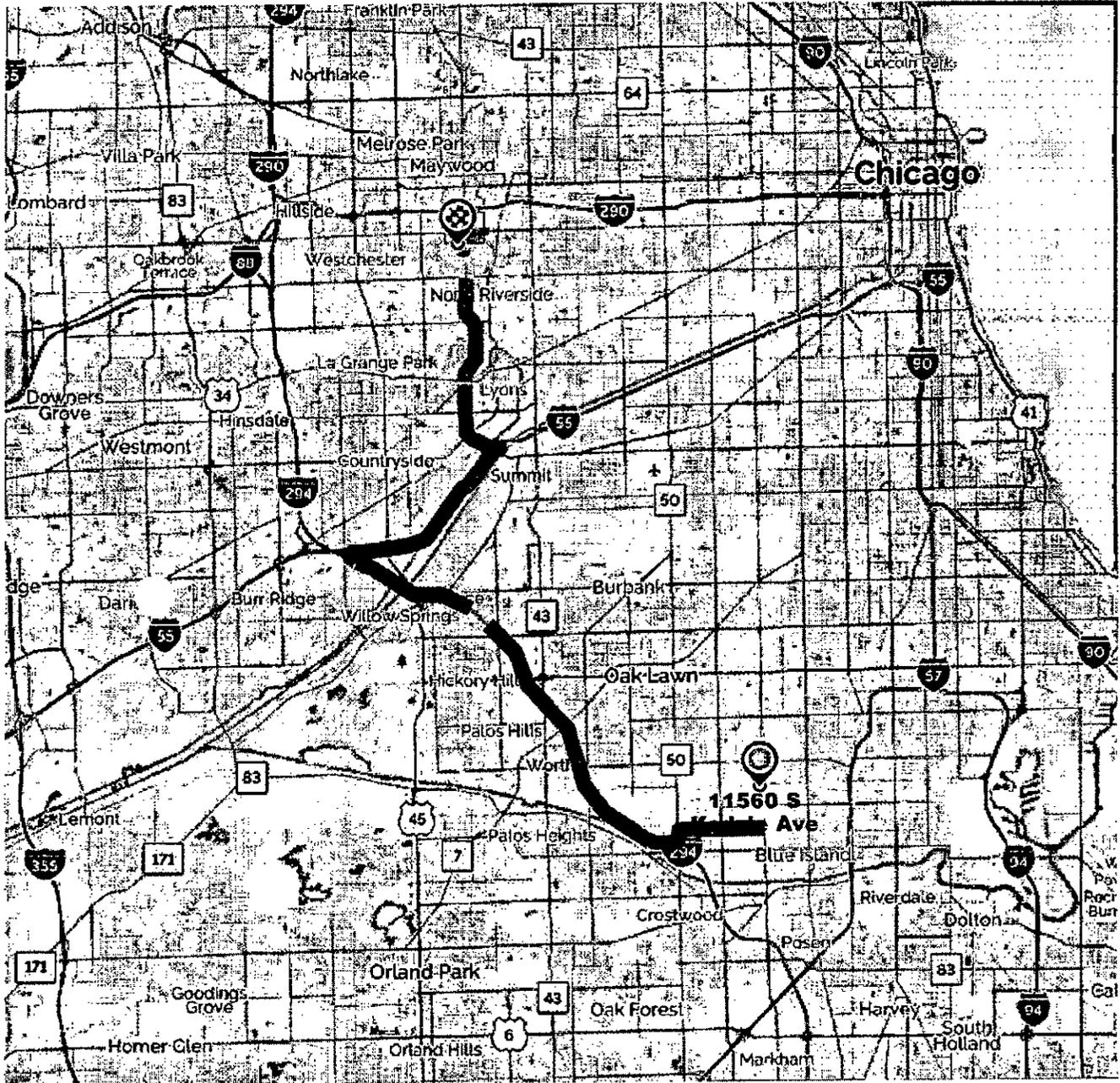
10. Take the **1st right**.
 ----- Then 0.07 miles ----- 24.00 total miles

368



11. 2160 S 1st Ave, Maywood, IL 60153-3328, 2160 S 1ST AVE.

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YOUR TRIP TO:



1225 W Lake St

44 MIN | 27.7 MI

Est. fuel cost: \$1.86

Trip time based on traffic conditions as of 3:01 PM on July 26, 2017. Current Traffic: Heavy



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.88 miles 0.88 total miles



2. Turn **right** onto W 123rd St.

W 123rd St is 0.5 miles past W 119th St.

Then 2.02 miles 2.90 total miles



3. Turn **left** onto S Cicero Ave/I-50.

S Cicero Ave is just past S Spencer St.

If you reach S Lamon Ave you've gone about 0.1 miles too far.

Then 0.11 miles 3.01 total miles



4. Merge onto I-294 N/Tri State Tollway N toward **West Suburbs** (Portions toll).

Then 18.77 miles 21.79 total miles



5. Take the exit toward **I-290 E/Eisenhower Expy/Chicago**.

Then 0.03 miles 21.82 total miles



6. Keep **straight** to take the ramp toward **I-290 E/Eisenhower Expy/Chicago**.

Then 0.01 miles 21.82 total miles



7. Keep **straight** to take the ramp toward **I-290 E/Eisenhower Expy/Chicago**.

Then 0.01 miles 21.84 total miles



8. Keep **straight** to take the ramp toward **I-290 E/Eisenhower Expy/Chicago**.

Then 0.08 miles 21.92 total miles



9. Keep **straight** to take the ramp toward **I-290 E/Eisenhower Expy/Chicago**.

Then 0.04 miles 21.95 total miles



10. Keep **right** to take the **I-88 E** ramp toward **I-290 E/Eisenhower Expy/Chicago**.

Then 0.36 miles 22.31 total miles



11. Merge onto **Chicago-Kansas City Expressway E**.

Then 2.70 miles 25.01 total miles

370



12. Take the **25th Ave N** exit, EXIT 18B.

Then 0.21 miles

25.22 total miles



13. Merge onto 25th Ave.

Then 1.67 miles

26.89 total miles



14. Turn **right** onto W Lake St.

W Lake St is 0.2 miles past Main St.

If you reach Walton St you've gone a little too far.

Then 0.80 miles

27.69 total miles

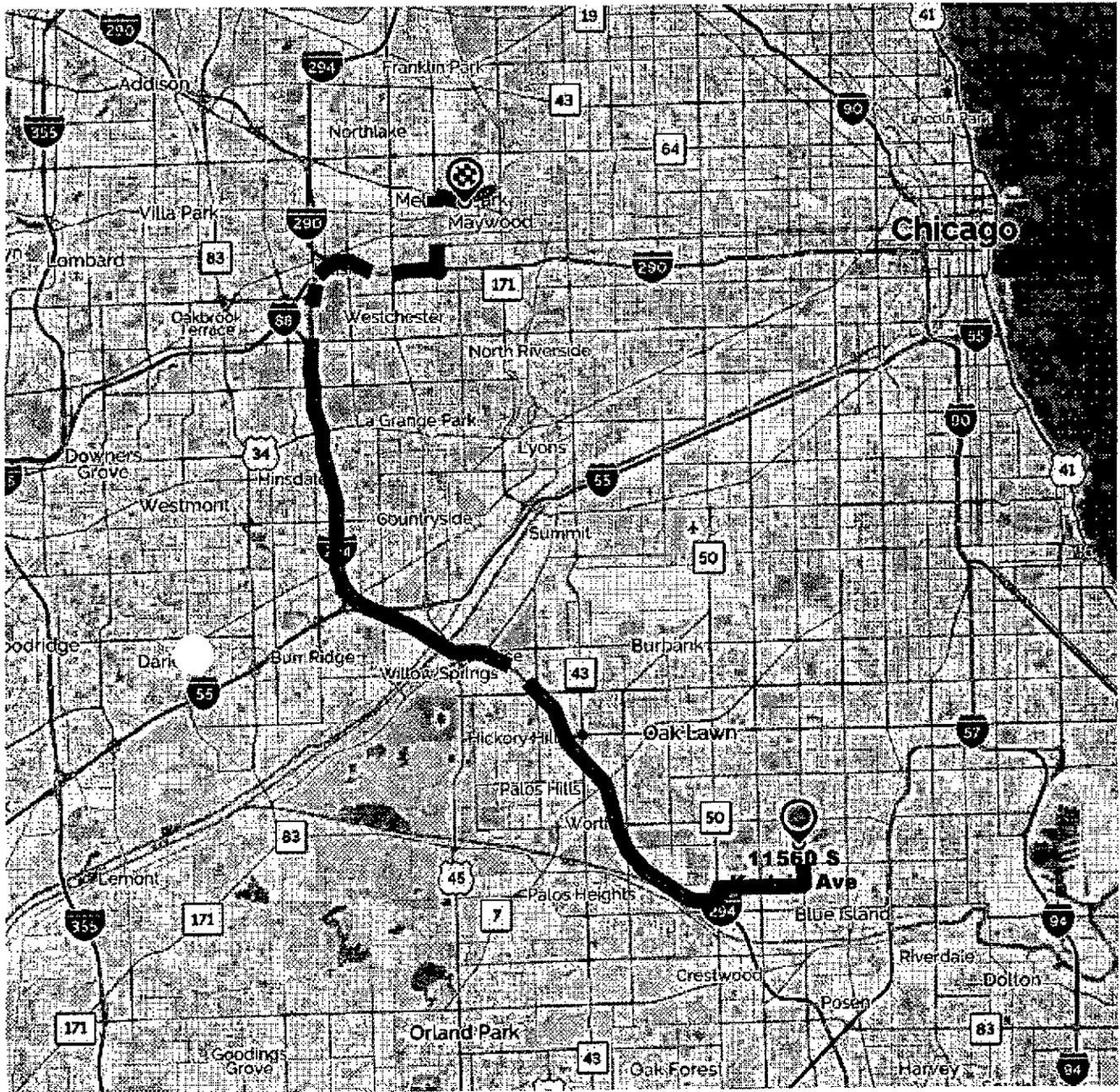


15. 1225 W Lake St, Melrose Park, IL 60160-4039, 1225 W LAKE ST is on the left.

Your destination is just past N 13th Ave.

If you reach N 12th Ave you've gone a little too far.

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372

YOUR TRIP TO:



3249 Oak Park Ave

45 MIN | 17.3 MI

Est. fuel cost: \$1.63

Trip time based on traffic conditions as of 2:58 PM on July 26, 2017. Current Traffic: Heavy



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.88 miles 0.88 total miles



2. Turn **right** onto W 123rd St.
W 123rd St is 0.5 miles past W 119th St.

Then 2.02 miles 2.90 total miles



3. Turn **left** onto S Cicero Ave/IL-50.
S Cicero Ave is just past S Spencer St.

If you reach S Lamon Ave you've gone about 0.1 miles too far.

Then 0.11 miles 3.01 total miles



4. Merge onto I-294 N/Tri State Tollway N toward **West Suburbs** (Portions toll).

Then 5.23 miles 8.24 total miles



5. Take the **US-12/US-20/95th St** exit.

Then 0.30 miles 8.54 total miles



6. Merge onto W 95th St/US-20 E/US-12 E toward **COOK COUNTY COURTHOUSE AND SHERIFFS DEPT/Business College.**

Then 0.32 miles 8.86 total miles



7. Merge onto IL-43 N/S Harlem Ave.

Then 7.56 miles 16.42 total miles



8. Turn **right** onto Ogden Ave.
Ogden Ave is just past 38th St.

If you reach Blackhawk Rd you've gone a little too far.

Then 0.57 miles 17.00 total miles



9. Turn **left** onto Oak Park Ave.
Oak Park Ave is just past Grove Ave.

If you reach Euclid Ave you've gone a little too far.

Then 0.33 miles 17.32 total miles

373

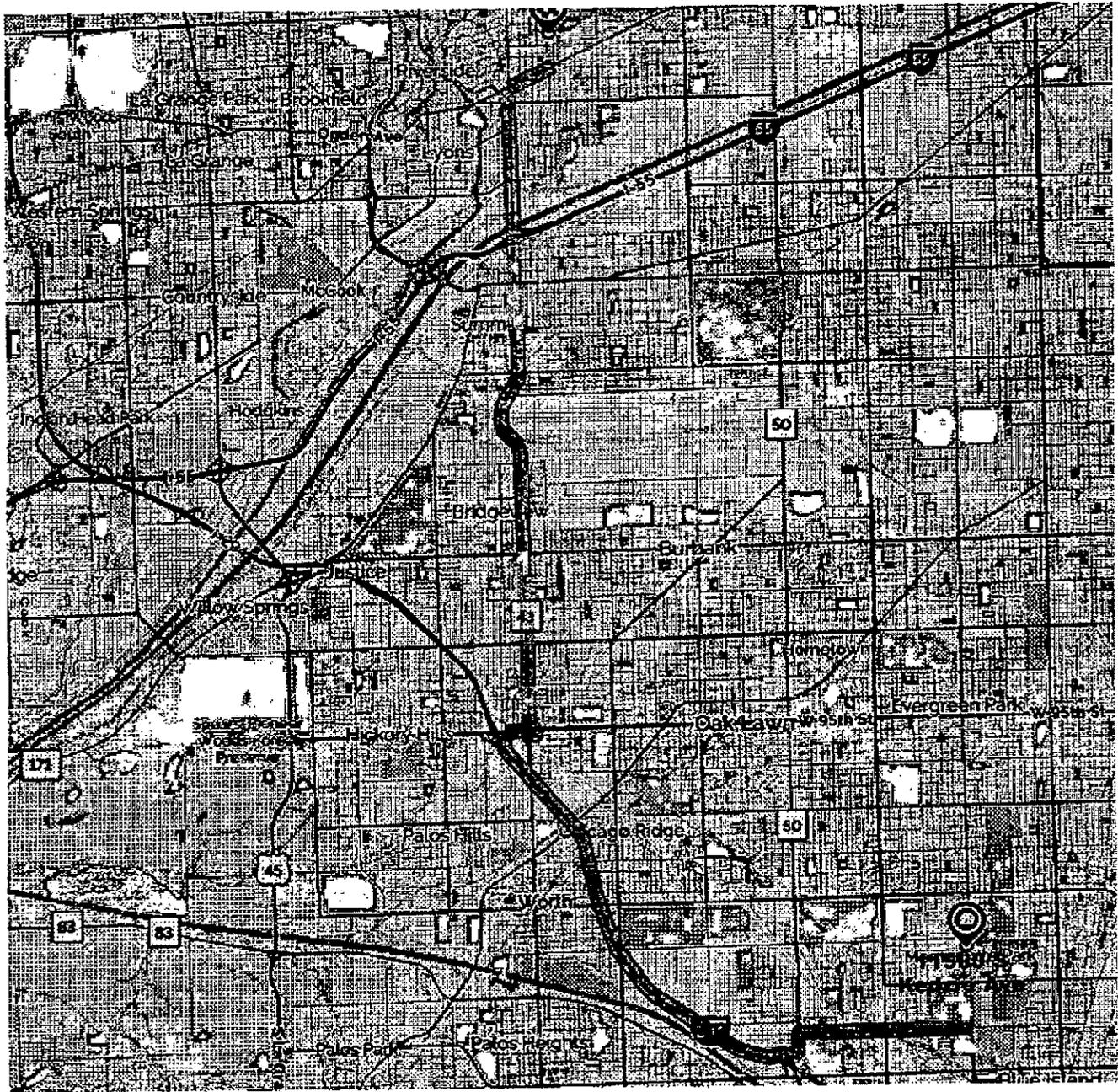


10. 3249 Oak Park Ave, Berwyn, IL 60402-3429, 3249 OAK PARK AVE is on the right.

Your destination is 0.1 miles past 34th St.

If you reach Windsor Ave you've gone a little too far.

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ASTC's in GSA

(45 Minute Drive Time Radius as Calculated Using MapQuest)

APPENDIX 3-B

List of ASTCs Within 45 Minute Travel Time of Proposed ASTC - 11560 South Kedzie Avenue, Merrionette Park, Illinois 60803

Ambulatory Surgical Treatment Centers										
#	Name	Address	City	Zip	Min	Miles	# ORs / Procedure Rooms	HFSRB Standard Met?	Currently Provides Cardio ¹	Currently Provides General ²
1	Oak Lawn Endoscopy Center	9921 Southwest Highway	Oak Lawn	60453	15	6.1	2	Yes	NO	NO
2	Palos Surgicenter	7340 College Drive	Palos Heights	60463	15	6.1	5	No	NO	YES
3	NovaMed of Oak Lawn/Ctr. for Rec. Surg.	6309 West 95 th Street	Oak Lawn	60453	17	6.8	4	No	NO	NO
4	Palos Hills Surgery Center	10330 South Roberts Road	Palos Hills	60465	21	7.7	2	Yes	NO	NO
5	Ingalls Same Day Surgery	6701 West 159 th Street	Tinley Park	60477	21	9.2	4	No	NO	YES
6	Magna Surgery Center	7456 South State Road	Bedford Park	60638	23	7.3	3	No	NO	YES
7	United Shockwave/United Urology	120 North La Grange Road	La Grange	60525	23	16.4	1	Yes	NO	NO
8	Hinsdale Surgical Center	10 Salt Creek Lane	Hinsdale	60521	23	19.3	6	No	NO	YES
9	Eye Surgery Center of Hinsdale	950 North York Road	Hinsdale	60521	23	19.5	3	No	NO	NO
10	South Loop Endo. And Wellness Center	2340 West Wabash Avenue	Chicago	60616	24	16.4	1	No	NO	NO
11	Preferred SurgiCenter	10 Orland Square Drive	Orland Park	60462	26	11.5	5	No	NO	NO
12	Southwest ASC/Tinley Woods Surg. Ctr.	18200 South La Grange Road	Tinley Park	60487	26	16.0	5	No	NO	YES
13	Surgicore	10547 South Ewing Avenue	Chicago	60617	28	12.0	1	No	NO	NO
14	Hyde Park Same Day Surgicenter	1644 East 53 rd Street	Chicago	60615	28	14.7	1	Yes	NO	NO
15	Elmhurst Outpatient Surgery Center	1200 South York Street	Elmhurst	60126	28	22.9	8	No	NO	YES
16	Southwest Surgery Center/Ctr. for MIS	19110 Darwin Drive	Mokenna	60448	29	17.2	5	No	NO	YES
17	Palos Health Surgery Center ³	SW Corner of 153 rd St. & West Ave.	Orland Park	60462	29	18.4	4	n/a	NO	YES
18	Elmhurst Foot & Ankle Surgery Center	340 West Butterfield Road	Elmhurst	60126	29	23.9	1	Yes	NO	NO
19	Rush Surgicenter	1725 West Harrison Street	Chicago	60612	31	19.5	4	Yes	YES	YES
20	Chicago Prostate Cancer Surgery Center	815 Pasquinelli Drive	Westmont	60559	31	21.8	2	No	NO	NO
21	Rush Oak Brook Surgery Center ⁴	2011 York Road	Oak Brook	60523	32	21.9	8	n/a	NO	YES
22	Chicago Vascular ASC - Westmont ⁵	700 Pasquinelli Drive	Westmont	60559	33	21.0	3	n/a	YES	YES
23	Children's OP Svcs. at Westchester	2301 Enterprise Drive	Westchester	60154	34	22.4	3	No	NO	YES
24	Westmont Surgery Center/Salt Creek ASC	530 North Cass Avenue	Westmont	60559	34	22.8	4	No	NO	NO
25	Gold Coast Surgicenter	845 North Michigan Avenue	Chicago	60611	35	20.5	4	Yes	NO	NO
26	The Oak Brook Surgical Centre	2425 West 22 nd Street	Oak Brook	60521	35	25.1	6	No	NO	YES
27	Loyola ASC at Oakbrook	1 South 224 Summit Avenue	Oakbrook Terrace	60181	35	25.8	3	No	YES	YES
28	Grand Avenue Surgical Center	17 West Grand Avenue	Chicago	60654	36	20.4	3	No	NO	YES
29	River North Same Day Surgery	One East Erie Street	Chicago	60611	37	20.5	4	Yes	NO	NO
30	DMG Surgical Center	2725 South Technology Drive	Lombard	60148	37	27.3	8	Yes	NO	YES
31	Ambulatory Surgical Center of D. Grove	4333 Main Street	Downers Grove	60515	38	24.7	3	No	NO	NO
32	Midwest Center for Day Surgery	3811 Highland Avenue	Downers Grove	60515	39	28.0	5	No	NO	YES
33	Cadence ASC/NW Medicine Surg. Center	27650 Ferry Road	Warrenville	60555	39	35.5	4	No	NO	NO
34	Chicago Vascular ASC - Woodridge	7425 Janes Avenue	Woodridge	60517	41	23.4	1	n/a	NO	YES
35	Loyola University ASC	2160 South 1 st Avenue	Maywood	60153	42	24.6	8	No	NO	YES
36	Foot and Ankle Surg. Ctr./Regenerative	1455 East Golf Road	Des Plaines	60016	45	37.4	3	No	NO	NO
37	Riverside ASC	300 Riverside Drive	Bourbonnais	60914	45	38.9	2	No	NO	YES

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1 - Only 3 of 37 ASTCs within 45 minutes of the Project Site offer/plan to offer the "cardiology" category of service. Of those 3 ASTCs, two were recently granted a CON permit to establish a vascular access surgery center or line of service. See below.

2 - Nearly half of the ASTCs listed offer the "general" surgery category of service; however, only 5 ASTCs reported a 2015 caseload over 100 general procedures. The ASTCs with the most general surgery volume are DMG Surgical Center (2,027), Loyola University ASC (799), Elmhurst Outpatient Surgery Center (689), Southwest/Tinley Woods (151), and Rush Surgicenter (118).

3 - CON Project 16-059. CON permit granted to establish a multi-specialty ASTC with 4 operating rooms. Approved for gastroenterology, general, OBS/Gyn, Ophthalmology, Oral, Orthopedic, Plastic, Pain Mgt., Podiatry, Otolaryngology, and Urology.

4 - CON Project 16-031. CON permit granted to establish a multi-specialty ASTC with 6 operating rooms and 2 procedure rooms. Vascular surgery was explicitly named in the permit application as a service category, but only 33 cases will be referred.

5 - CON Project 17-005. CON permit granted on 5/2/2017 to establish a limited specialty ASTC with 3 procedure rooms, specializing in vascular access procedures. Approved for two service categories: cardiology and general surgery.

6 - CON Project 17-018. CON permit application pending, bearing expected September 2017. Applicant seeking approval for single specialty ASTC with 1 procedure room and "general" surgery category of service.

YOUR TRIP TO:

7340 W College Dr

**15 MIN** | **6.1 MI** **Est. fuel cost: \$0.60**

Trip time based on traffic conditions as of 4:37 PM on July 19, 2017. Current Traffic: Heavy

1. Start out going **north** on S Kedzie Ave toward W Meadow Lane Dr.

Then 0.13 miles 0.13 total miles

2. Take the 1st **left** onto W 115th St.*W 115th St is just past W Meadow Lane Dr.**If you reach W 114th Pl you've gone a little too far.*

Then 4.04 miles 4.17 total miles

3. Turn **left** onto S Ridgeland Ave.*S Ridgeland Ave is 0.5 miles past S Austin Ave.**If you reach S Nagle Ave you've gone a little too far.*

Then 0.77 miles 4.93 total miles

4. Turn **right** onto W College Dr/IL-83.*W College Dr is 0.4 miles past W Home Ave.**If you reach W 122nd St you've gone about 0.1 miles too far.*

Then 1.20 miles 6.13 total miles

5. 7340 W College Dr, Palos Heights, IL 60463-1129, 7340 W COLLEGE DR is on the **right**.*Your destination is 0.1 miles past S Harlem Ave.**If you reach S 74th Ave you've gone a little too far.*Use of directions and maps is subject to our [Terms of Use](#). We don't guarantee accuracy, route conditions or usability. You assume all risk of use.

YOUR TRIP TO:



9921 Southwest Hwy

15 MIN | 6.1 MI

Est. fuel cost: \$0.60

Trip time based on traffic conditions as of 4:33 PM on July 19, 2017. Current Traffic: Heavy



1. Start out going **north** on S Kedzie Ave toward W Meadow Lane Dr.

Then 0.13 miles ----- 0.13 total miles



2. Take the 1st **left** onto W 115th St.
W 115th St is just past W Meadow Lane Dr.

If you reach W 114th Pl you've gone a little too far.

Then 4.04 miles ----- 4.16 total miles



3. Turn **right** onto S Ridgeland Ave.
S Ridgeland Ave is 0.5 miles past S Austin Ave.

If you reach S Nagle Ave you've gone a little too far.

Then 1.84 miles ----- 6.00 total miles



4. Turn **slight right** onto Southwest Hwy.
Southwest Hwy is just past W 101st St.

If you reach Commons Dr you've gone a little too far.

Then 0.14 miles ----- 6.15 total miles



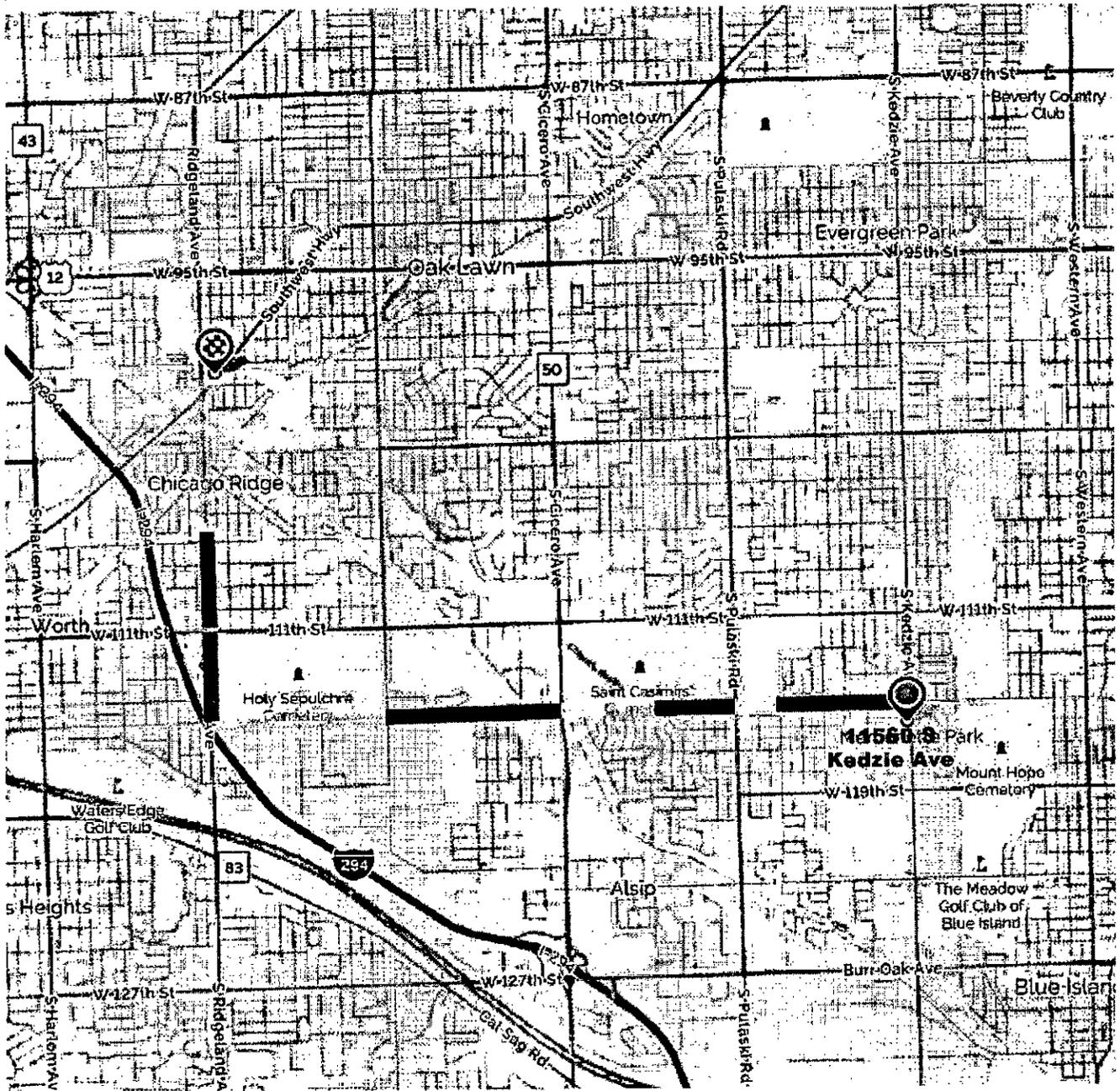
5. 9921 Southwest Hwy, Oak Lawn, IL 60453-3767, 9921 SOUTHWEST HWY is on the **right**.

Your destination is just past W 100th St.

If you reach Merton Ave you've gone a little too far.

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YOUR TRIP TO:



6309 W 95th St

17 MIN | **6.8 MI**

Est. fuel cost: \$0.66

Trip time based on traffic conditions as of 4:12 PM on July 19, 2017. Current Traffic: Heavy



1. Start out going north on S Kedzie Ave toward W Meadow Lane Dr.

Then 0.13 miles 0.13 total miles



2. Take the 1st left onto W 115th St.

W 115th St is just past W Meadow Lane Dr.

If you reach W 114th Pl you've gone a little too far.

Then 4.04 miles 4.16 total miles



3. Turn right onto S Ridgeland Ave.

S Ridgeland Ave is 0.5 miles past S Austin Ave.

If you reach S Nagle Ave you've gone a little too far.

Then 2.52 miles 6.68 total miles



4. Turn right onto W 95th St/US-20 E/US-12 E.

W 95th St is 0.1 miles past W 96th St.

If you reach W 94th St you've gone about 0.1 miles too far.

Then 0.10 miles 6.78 total miles



5. 6309 W 95th St, Oak Lawn, IL 60453-2201, 6309 W 95TH ST is on the right.

Your destination is just past Marion Ave.

If you reach Merton Ave you've gone a little too far.

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YOUR TRIP TO:



10330 S Roberts Rd

21 MIN | 7.7 MI

Est. fuel cost: \$0.75

Trip time based on traffic conditions as of 4:34 PM on July 19, 2017. Current Traffic: Heavy



1. Start out going **north** on S Kedzie Ave toward W Meadow Lane Dr.

Then 0.13 miles 0.13 total miles



2. Take the 1st **left** onto W 115th St.
W 115th St is just past W Meadow Lane Dr.

If you reach W 114th Pl you've gone a little too far.

Then 4.04 miles 4.16 total miles



3. Turn **right** onto S Ridgeland Ave.
S Ridgeland Ave is 0.5 miles past S Austin Ave.

If you reach S Nagle Ave you've gone a little too far.

Then 0.51 miles 4.67 total miles



4. Turn **left** onto W 111th St.
W 111th St is 0.2 miles past W 113th St.

If you are on Ridgeland Ave and reach W 110th St you've gone about 0.1 miles too far.

Then 0.94 miles 5.62 total miles



5. Turn **right** onto S Harlem Ave/IL-43.
S Harlem Ave is just past S Depot St.

Then 1.01 miles 6.63 total miles



6. Turn **left** onto 103rd St.
103rd St is 0.2 miles past W 105th St.

If you reach W 100th Pl you've gone about 0.3 miles too far.

Then 1.00 miles 7.63 total miles



7. Turn **left** onto S Roberts Rd.
S Roberts Rd is 0.2 miles past S 78th Ave.

If you reach S 80th Ct you've gone a little too far.

Then 0.08 miles 7.72 total miles

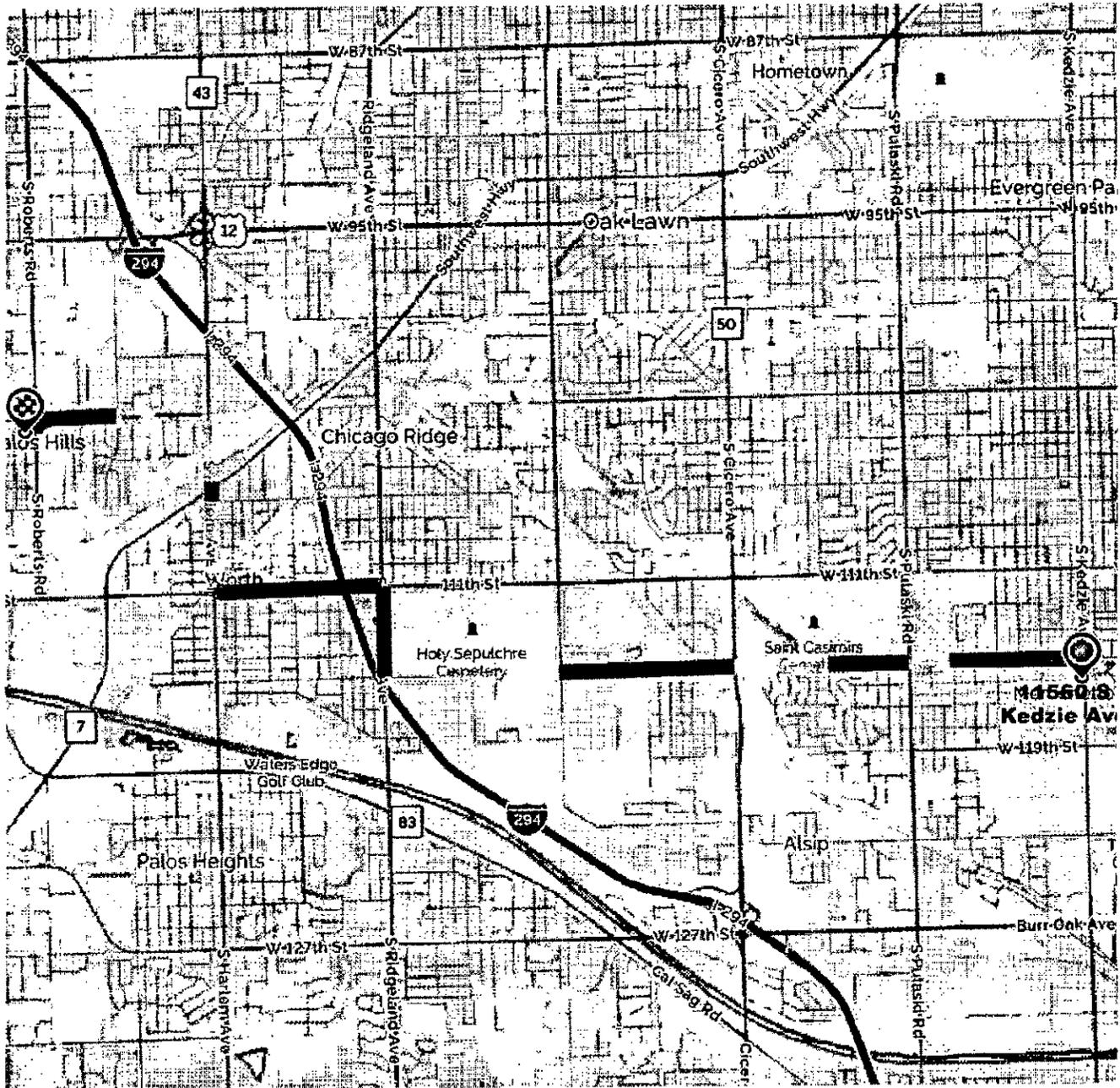
383



8. 10330 S Roberts Rd, Palos Hills, IL 60465-0002, 10330 S ROBERTS RD.

If you reach W 104th St you've gone a little too far.

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YOUR TRIP TO:



6701 W 159th St

21 MIN | 9.2 MI

Est. fuel cost: \$0.90

Trip time based on traffic conditions as of 4:02 PM on July 19, 2017. Current Traffic: Heavy



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 2.52 miles 2.52 total miles



2. Turn **slight right** onto S Claire Blvd.

S Claire Blvd is 0.1 miles past W 135th St.

If you are on S Kedzie Ave and reach W 137th St you've gone about 0.1 miles too far.

Then 1.41 miles 3.93 total miles



3. Turn **left** onto Pulaski Rd.

Then 0.92 miles 4.85 total miles



4. Pulaski Rd becomes Crawford Ave.

Then 1.00 miles 5.86 total miles



5. Turn **right** onto 159th St/US-6 W.

159th St is 0.1 miles past W 156th St.

If you reach W 159th Pl you've gone about 0.1 miles too far.

Then 3.38 miles 9.23 total miles



6. Make a **U-turn** onto 159th St/US-6 E.

If you reach Oak Park Ave you've gone about 0.1 miles too far.

Then 0.01 miles 9.24 total miles

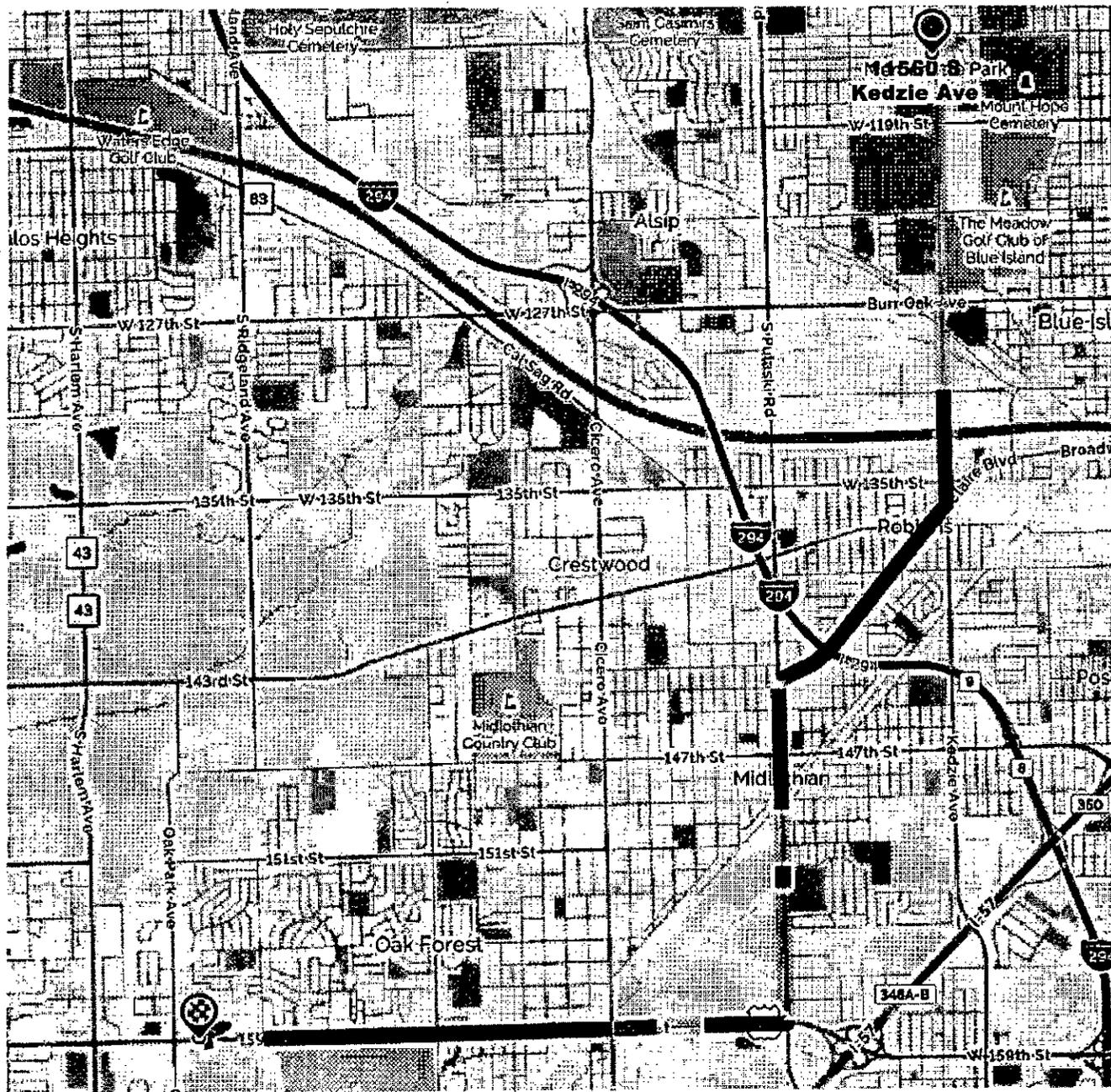


7. 6701 W 159th St, Tinley Park, IL 60477. 6701 W 159TH ST is on the **right**.

If you reach Ridgeland Ave you've gone about 0.3 miles too far.

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YOUR TRIP TO:



7456 S State Rd, Chicago, IL, 60638-6621

23 MIN | **7.3 MI**

Est. fuel cost: \$0.70

Trip time based on traffic conditions as of 4:21 PM on July 20, 2017. Current Traffic: Heavy



1. Start out going **north** on S Kedzie Ave toward W Meadow Lane Dr.

Then 0.13 miles 0.13 total miles



2. Take the 1st **left** onto W 115th St.
W 115th St is just past W Meadow Lane Dr.

If you reach W 114th Pl you've gone a little too far.

Then 1.01 miles 1.13 total miles



3. Turn **right** onto S Pulaski Rd.
S Pulaski Rd is 0.1 miles past S Springfield Ave.

If you reach S Komensky Ave you've gone a little too far.

Then 3.52 miles 4.65 total miles



4. Turn **left** onto W 87th St.
If you are on S Pulaski Rd and reach W Columbus Ave you've gone a little too far.

Then 1.01 miles 5.66 total miles



5. Turn **right** onto S Cicero Ave/IL-50.
S Cicero Ave is just past S Keating Ave.

If you reach Lamon Ave you've gone about 0.1 miles too far.

Then 1.36 miles 7.03 total miles



6. Turn **left** onto W 76th St.
If you are on S Cicero Ave and reach Ford City Shopping Ctr you've gone about 0.2 miles too far.

Then 0.11 miles 7.14 total miles



7. Turn **right** onto La Crosse Ave.

Then 0.09 miles 7.23 total miles



8. Go **straight**.

Then 0.06 miles 7.28 total miles



9. Turn **left**.

Then 0.04 miles 7.32 total miles

387



10. 7456 S State Rd, Chicago, IL 60638-6621, 7456 S STATE RD.

If you reach S State Rd you've gone about 0.1 miles too far.

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YOUR TRIP TO:

2340 S Wabash Ave

23 MIN | 16.4 MI

Est. fuel cost: \$1.61

Trip time based on traffic conditions as of 4:43 PM on July 19, 2017. Current Traffic: Light



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.38 miles 0.38 total miles



2. Turn **left** onto W 119th St.
W 119th St is just past W 118th St.

If you reach W 123rd St you've gone about 0.5 miles too far.

Then 2.02 miles 2.40 total miles



3. Turn **left** onto S Ashland Ave.
S Ashland Ave is just past S Marshfield Ave.

If you reach S Justine St you've gone a little too far.

Then 0.03 miles 2.42 total miles



4. Merge onto I-57 N via the ramp on the **left**.

Then 4.27 miles 6.70 total miles



5. I-57 N becomes I-94 W.

Then 8.24 miles 14.94 total miles



6. Take EXIT 53C toward I-55 N/Stevenson Expy/Lake Shore Dr/22nd St.

Then 0.30 miles 15.24 total miles



7. Keep **straight** to take the 22nd St ramp toward Chinatown.

Then 0.70 miles 15.95 total miles



8. Turn **right** onto W Cermak Rd.
If you are on W Cermak Rd and reach S Wentworth Ave you've gone a little too far.

Then 0.28 miles 16.23 total miles



9. Take the 3rd **right** onto S Wabash Ave.
S Wabash Ave is just past S State St.

If you reach S Michigan Ave you've gone a little too far.

Then 0.17 miles 16.40 total miles

389

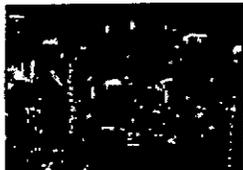
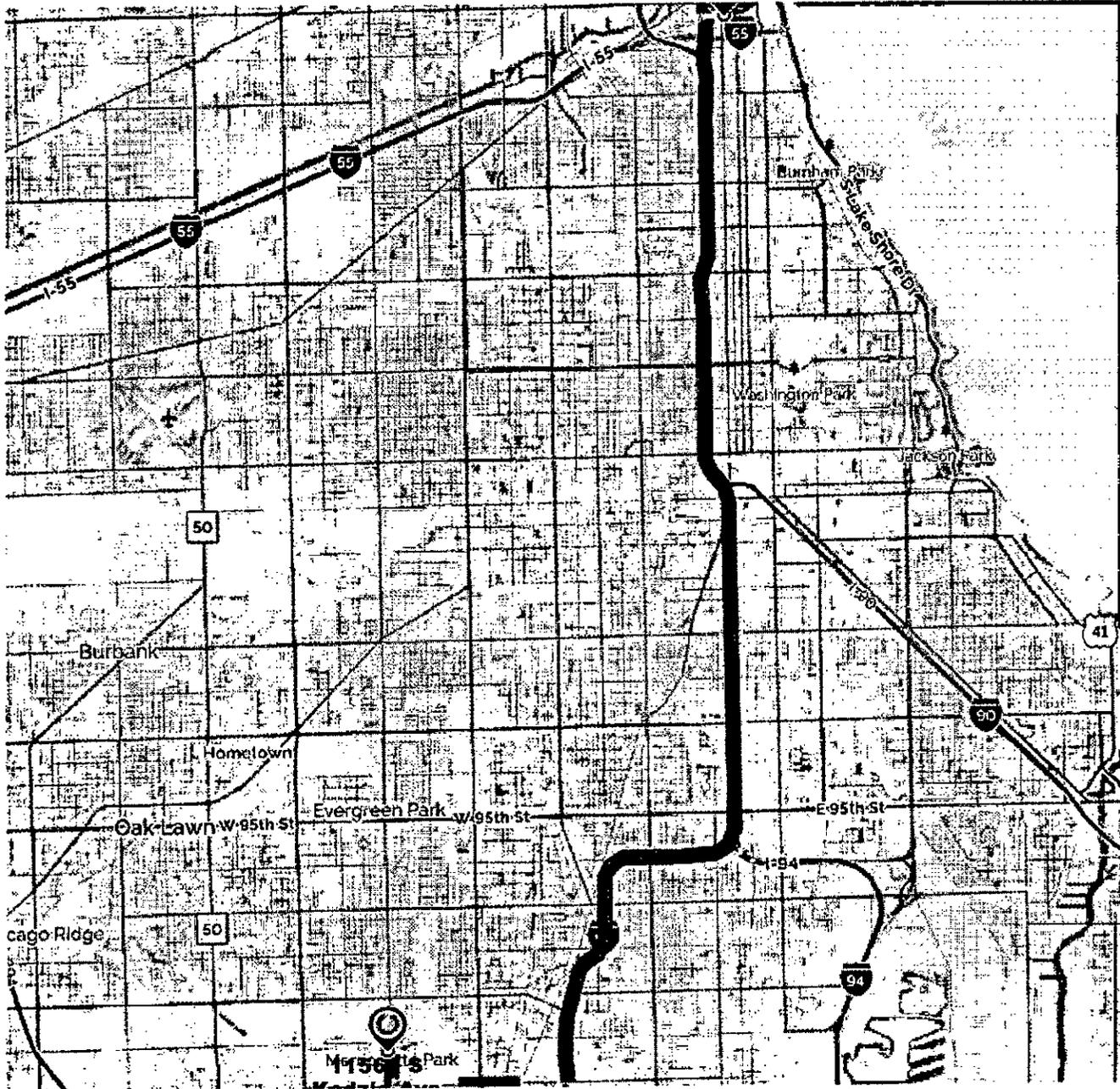


10. 2340 S Wabash Ave, Chicago, IL 60616-2112, 2340 S WABASH AVE is on the right.

Your destination is just past E 23rd St.

If you reach E 24th St you've gone a little too far.

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390

YOUR TRIP TO:



10 Salt Creek Ln

23 MIN | 19.3 MI.

Est. fuel cost: \$1.89

Trip time based on traffic conditions as of 3:59 PM on July 19, 2017. Current Traffic: Light



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.88 miles 0.88 total miles



2. Turn **right** onto W 123rd St.
W 123rd St is 0.5 miles past W 119th St.

Then 2.02 miles 2.90 total miles



3. Turn **left** onto S Cicero Ave/IL-50.
S Cicero Ave is just past S Spencer St.

If you reach S Lamon Ave you've gone about 0.1 miles too far.

Then 0.11 miles 3.01 total miles



4. Merge onto I-294 N/Tri State Tollway N toward **West Suburbs** (Portions toll)
(Electronic toll collection only).

Then 15.56 miles 18.57 total miles



5. Merge onto US-34 W/Ogden Ave.

Then 0.58 miles 19.15 total miles



6. Turn **right** onto Salt Creek Ln.
Salt Creek Ln is 0.1 miles past N County Line Rd.

Then 0.16 miles 19.32 total miles

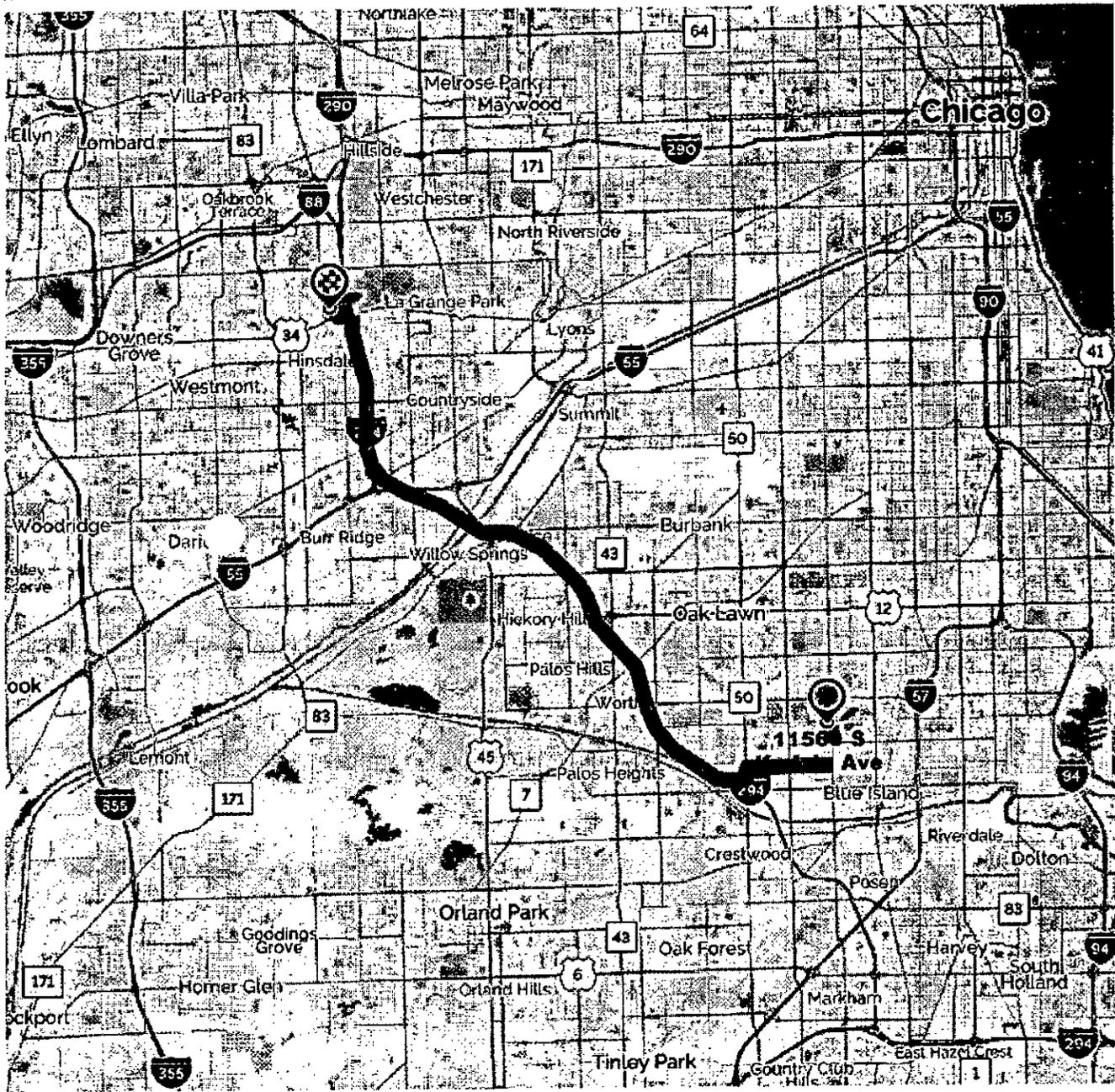


7. 10 Salt Creek Ln, Hinsdale, IL 60521-2903, 10 SALT CREEK LN is on the **left**.
Your destination is just past Tower Dr.

If you reach Fox Ln you've gone about 0.1 miles too far.

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Car trouble mid-trip? MapQuest Roadside Assistance is here:
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YOUR TRIP TO:



950 N York Rd

23 MIN | **19.5 MI**

Est. fuel cost: \$1.91

Trip time based on traffic conditions as of 3:22 PM on July 19, 2017. Current Traffic: Light



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.88 miles 0.88 total miles



2. Turn **right** onto W 123rd St.

W 123rd St is 0.5 miles past W 119th St.

Then 2.02 miles 2.90 total miles



3. Turn **left** onto S Cicero Ave/IL-50.

S Cicero Ave is just past S Spencer St.

If you reach S Lamon Ave you've gone about 0.1 miles too far.

Then 0.11 miles 3.01 total miles



4. Merge onto I-294 N/Tri State Tollway N toward **West Suburbs** (Portions toll).

Then 15.56 miles 18.58 total miles



5. Merge onto US-34 W/Ogden Ave.

Then 0.85 miles 19.43 total miles



6. Turn **slight right**.

0.1 miles past N Elm St.

Then 0.03 miles 19.46 total miles

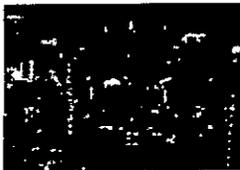
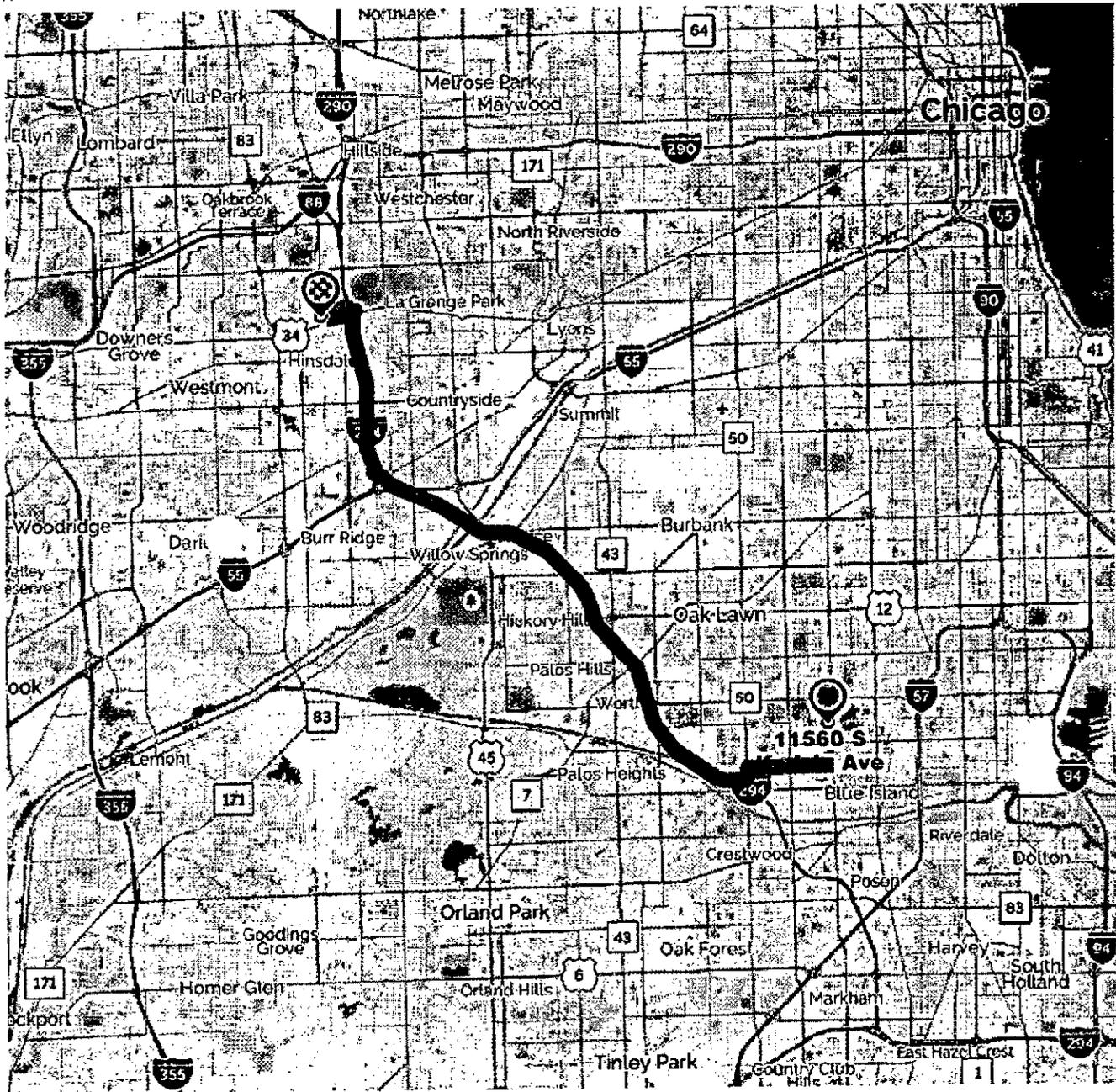


7. 950 N York Rd, Hinsdale, IL 60521-2906, 950 N YORK RD.

If you are on N York Rd and reach Spring Rd you've gone about 0.1 miles too far.

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394

YOUR TRIP TO:



2340 S Wabash Ave

24 MIN | **16.4 MI** 7

Est. fuel cost: \$1.58

Trip time based on traffic conditions as of 4:16 PM on July 20, 2017. Current Traffic: Moderate



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.38 miles 0.38 total miles



2. Turn **left** onto W 119th St.

W 119th St is just past W 118th St.

If you reach W 123rd St you've gone about 0.5 miles too far.

Then 2.02 miles 2.40 total miles



3. Turn **left** onto S Ashland Ave.

S Ashland Ave is just past S Marshfield Ave.

If you reach S Justine St you've gone a little too far.

Then 0.03 miles 2.42 total miles



4. Merge onto I-57 N via the ramp on the left.

Then 4.27 miles 6.70 total miles



5. I-57 N becomes I-94 W.

Then 8.24 miles 14.94 total miles



6. Take EXIT 53C toward I-55 N/Stevenson Expy/Lake Shore Dr/22nd St.

Then 0.30 miles 15.24 total miles



7. Keep **straight** to take the 22nd St ramp toward Chinatown.

Then 0.70 miles 15.95 total miles



8. Turn **right** onto W Cermak Rd.

If you are on W Cermak Rd and reach S Wentworth Ave you've gone a little too far.

Then 0.28 miles 16.23 total miles



9. Take the 3rd **right** onto S Wabash Ave.

S Wabash Ave is just past S State St.

If you reach S Michigan Ave you've gone a little too far.

Then 0.17 miles 16.40 total miles

395

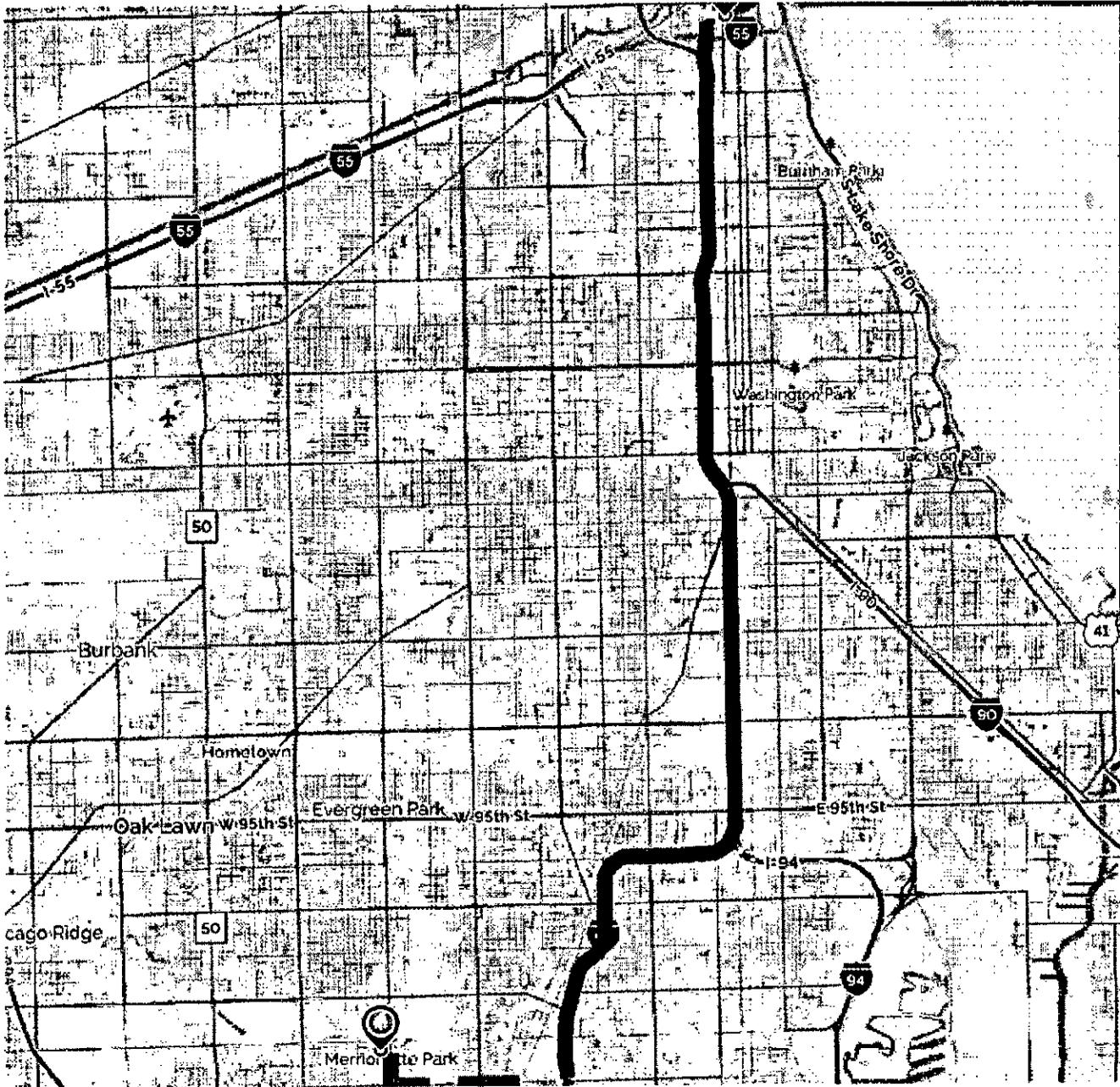


10. 2340 S Wabash Ave, Chicago, IL 60616-2112, 2340 S WABASH AVE is on the right.

Your destination is just past E 23rd St.

If you reach E 24th St you've gone a little too far.

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396



YOUR TRIP TO:

10 Orland Square Dr

26 MIN | 11.5 MI

Est. fuel cost: \$1.12

Trip time based on traffic conditions as of 4:38 PM on July 19, 2017. Current Traffic: Heavy



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 1.38 miles 1.38 total miles



2. Turn **right** onto Burr Oak Ave.

Burr Oak Ave is 0.5 miles past W 123rd St.

If you reach 131st St you've gone about 0.5 miles too far.

Then 0.56 miles 1.94 total miles



3. Burr Oak Ave becomes W 127th St.

Then 1.46 miles 3.40 total miles



4. Turn **left** onto S Cicero Ave/IL-50.

If you reach S Kroll Dr you've gone about 0.2 miles too far.

Then 1.61 miles 5.01 total miles



5. Turn **right** onto Midlothian Turnpike.

Midlothian Turnpike is 0.1 miles past 138th Ct.

If you reach 141st St you've gone about 0.1 miles too far.

Then 1.52 miles 6.53 total miles



6. Midlothian Turnpike becomes 143rd St.

Then 4.29 miles 10.83 total miles



7. Turn **left** onto John Humphrey Dr.

John Humphrey Dr is 0.1 miles past S 92nd Ct.

If you reach S 95th Ave you've gone a little too far.

Then 0.62 miles 11.45 total miles



8. Turn **right** onto Orland Square Dr.

Then 0.03 miles 11.48 total miles

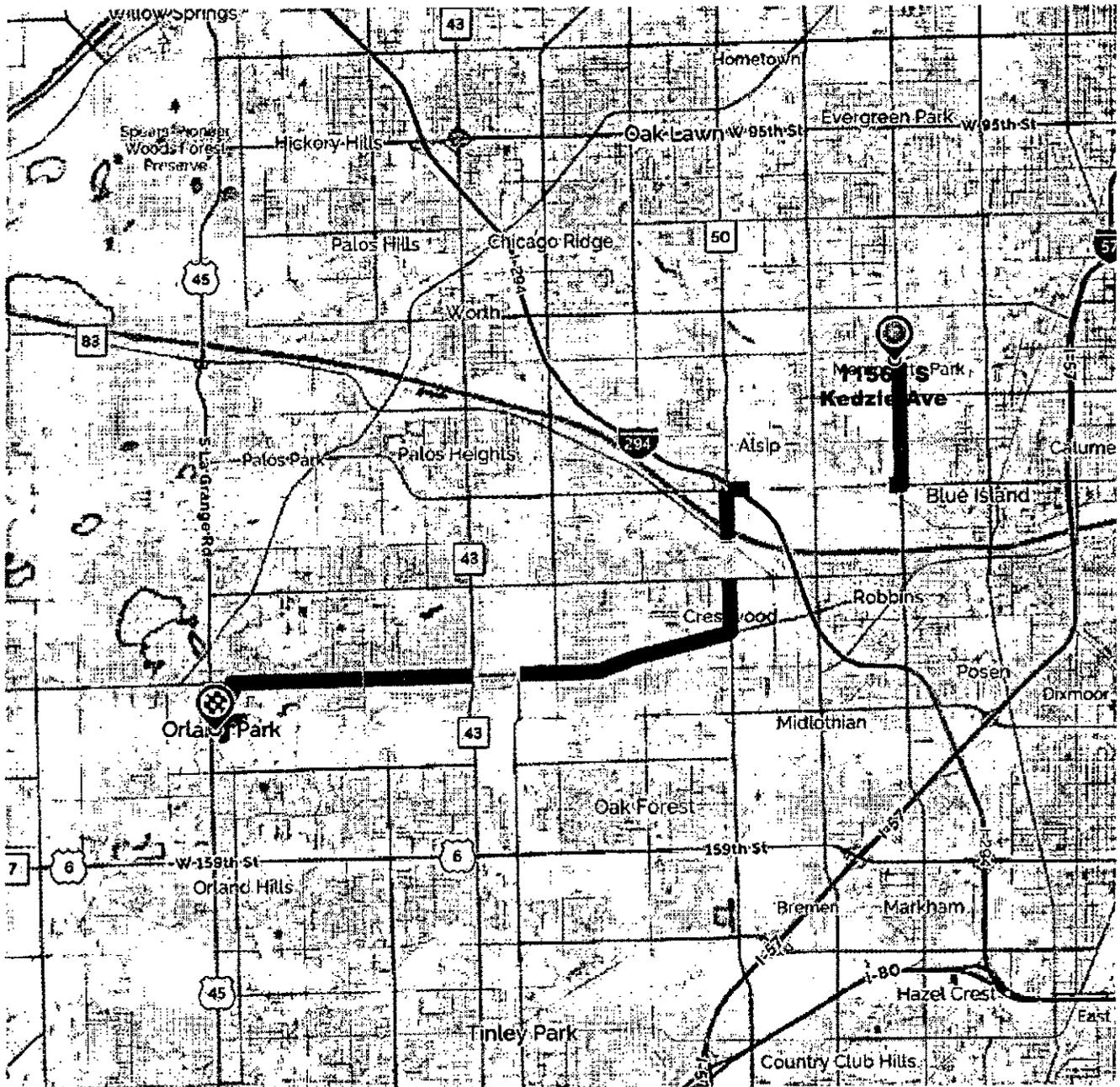


9. 10 Orland Square Dr, Orland Park, IL 60462-3207, 10 ORLAND SQUARE DR.

If you reach 149th St you've gone about 0.1 miles too far.

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YOUR TRIP TO:



18200 La Grange Rd, Tinley Park, IL, 60487-7721

26 MIN | 16.0 MI

Est. fuel cost: \$1.53

Trip time based on traffic conditions as of 4:18 PM on July 20, 2017. Current Traffic: Heavy



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 6.75 miles 6.75 total miles



2. Merge onto I-80 W toward **Joliet**.

Then 8.52 miles 15.27 total miles



3. Take the **US-45/La Grange Rd** exit, EXIT 145.

Then 0.40 miles 15.67 total miles



4. Merge onto La Grange Rd/US-45 N toward **Orland Park**.

Then 0.30 miles 15.97 total miles

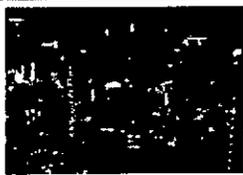
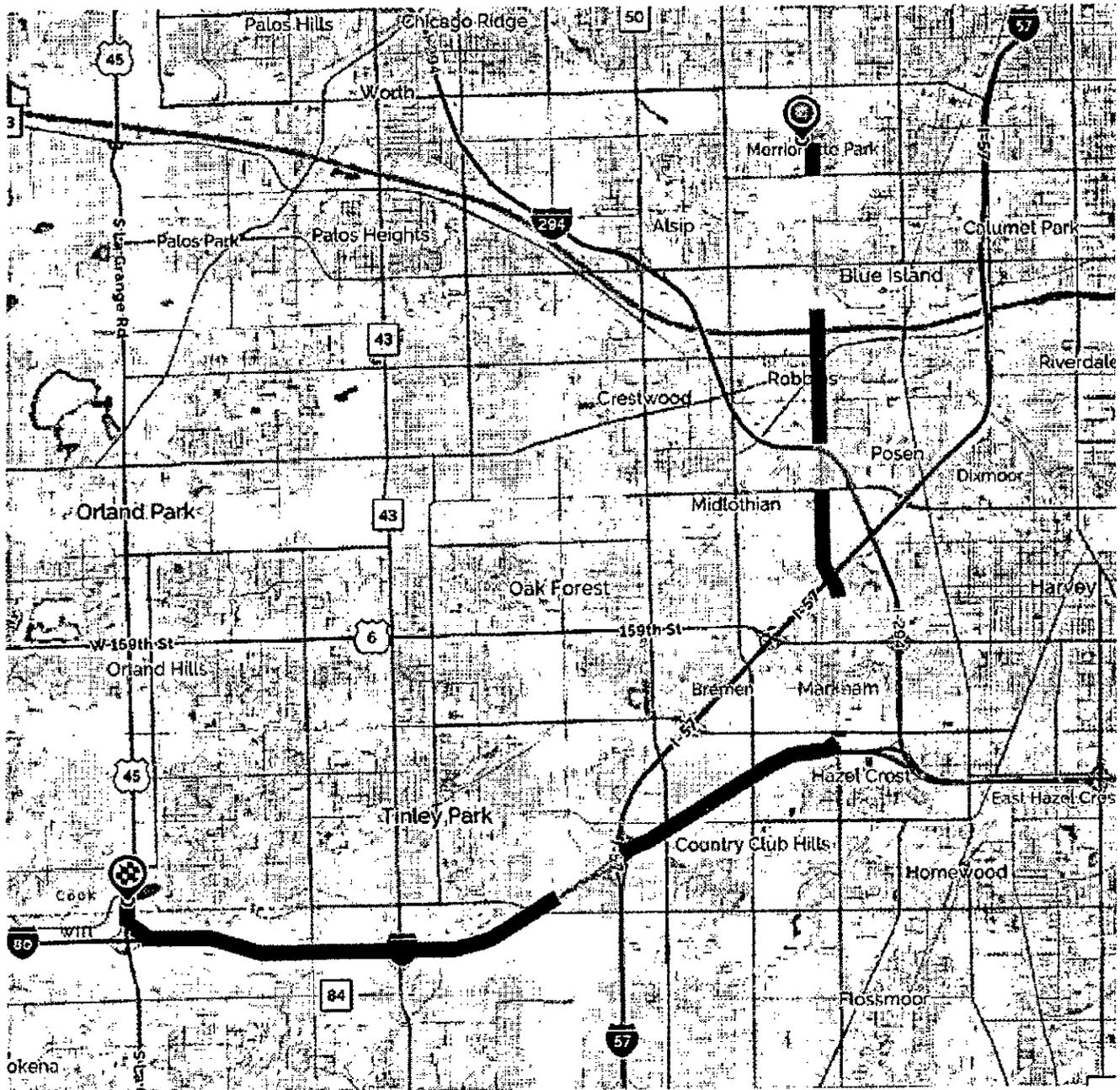


5. 18200 La Grange Rd, Tinley Park, IL 60487-7721, 18200 LA GRANGE RD.

If you reach Orland Pkwy you've gone a little too far.

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400



YOUR TRIP TO:

10547 S Ewing Ave

28 MIN | 12.0 MI

Est. fuel cost: \$1.15

Trip time based on traffic conditions as of 4:22 PM on July 20, 2017. Current Traffic: Heavy



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.38 miles 0.38 total miles



2. Turn **left** onto W 119th St.

W 119th St is just past W 118th St.

If you reach W 123rd St you've gone about 0.5 miles too far.

Then 2.02 miles 2.40 total miles



3. Turn **left** onto S Ashland Ave.

S Ashland Ave is just past S Marshfield Ave.

If you reach S Justine St you've gone a little too far.

Then 0.03 miles 2.42 total miles



4. Merge onto I-57 N via the ramp on the **left**.

Then 3.66 miles 6.08 total miles



5. Merge onto I-94 E/Bishop Ford Fwy S toward **Indiana**.

Then 1.38 miles 7.46 total miles



6. Take the **95th-103rd Sts/Stony Island Ave** exit, EXIT 65.

Then 0.70 miles 8.16 total miles



7. Keep **right** to take the **103rd St** ramp.

Then 0.62 miles 8.79 total miles



8. Keep **left** at the fork in the ramp.

Then 0.10 miles 8.89 total miles



9. Turn **left** onto E 103rd St.

Then 1.44 miles 10.32 total miles



10. Turn **right** onto S Torrence Ave.

S Torrence Ave is just past S Hoxie Ave.

If you reach the end of E 103rd St you've gone a little too far.

Then 0.37 miles 10.70 total miles

401



11. Take the 3rd left onto E 106th St.
E 106th St is 0.1 miles past E 105th St.

If you reach E 107th St you've gone about 0.1 miles too far.

..... Then 1.26 miles 11.95 total miles



12. Turn left onto S Ewing Ave.
S Ewing Ave is just past S Avenue L.

If you reach S Avenue J you've gone a little too far.

..... Then 0.04 miles 11.99 total miles



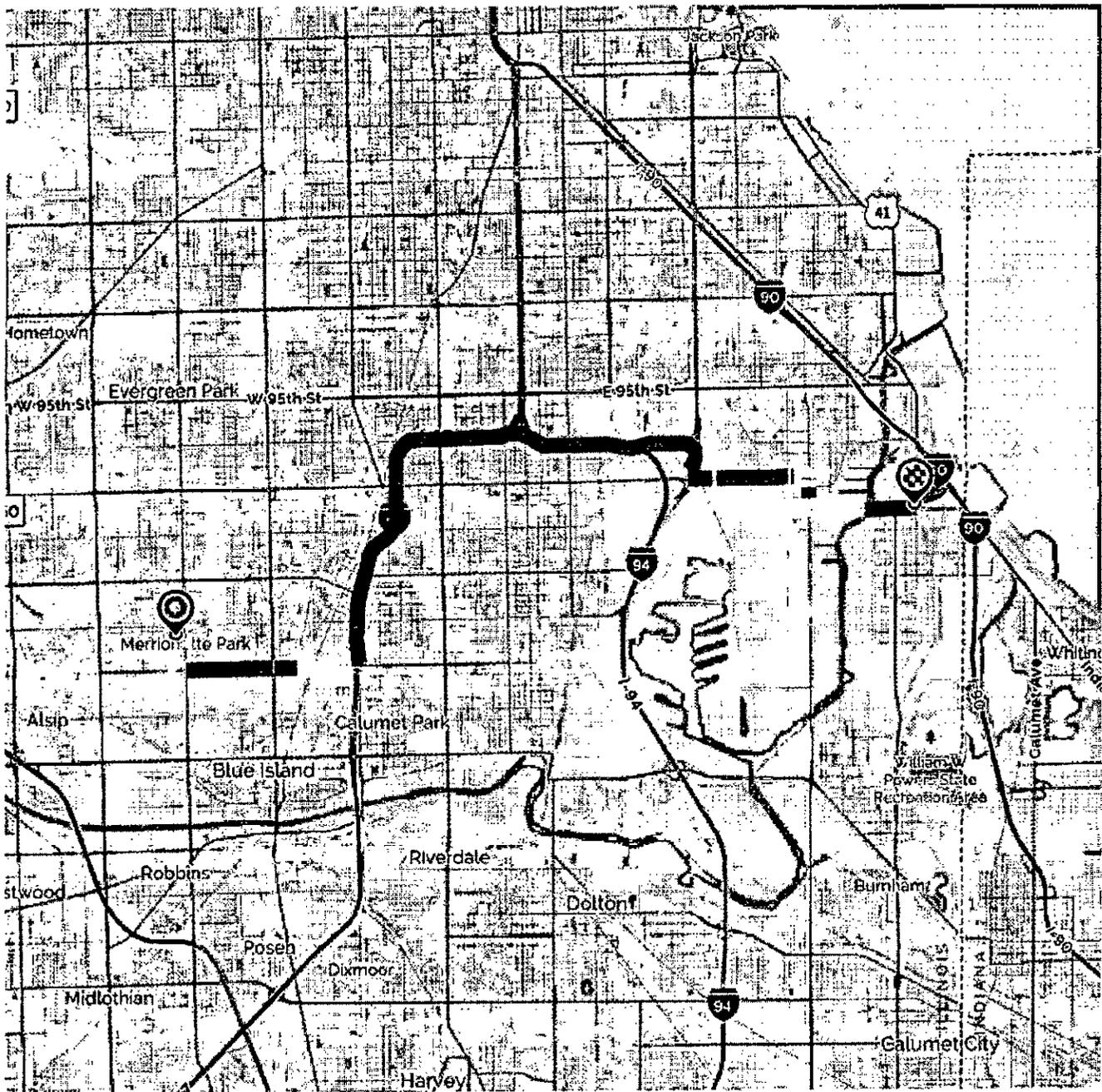
13. 10547 S Ewing Ave, Chicago, IL 60617-6220, 10547 S EWING AVE is on the right.

If you reach E 105th St you've gone a little too far.

.....

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Car trouble mid-trip?
MapQuest Roadside
Assistance is here:
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YOUR TRIP TO:



1644 E 53rd St

28 MIN | 14.7 MI

Est. fuel cost: \$1.44

Trip time based on traffic conditions as of 4:01 PM on July 19, 2017. Current Traffic: Heavy



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.38 miles 0.38 total miles



2. Turn **left** onto W 119th St.
W 119th St is just past W 118th St.

If you reach W 123rd St you've gone about 0.5 miles too far.

Then 2.02 miles 2.40 total miles



3. Turn **left** onto S Ashland Ave.
S Ashland Ave is just past S Marshfield Ave.

If you reach S Justine St you've gone a little too far.

Then 0.03 miles 2.42 total miles



4. Merge onto I-57 N via the ramp on the **left**.

Then 4.27 miles 6.70 total miles



5. I-57 N becomes I-94 W.

Then 4.85 miles 11.55 total miles



6. Take EXIT 57 toward **Garfield Blvd**.

Then 0.27 miles 11.82 total miles



7. Merge onto S Wentworth Ave.

Then 0.06 miles 11.88 total miles



8. Turn **right** onto W Garfield Blvd.
If you reach W 54th St you've gone about 0.1 miles too far.

Then 0.77 miles 12.65 total miles



9. Turn **slight right** onto Morgan Dr.
Morgan Dr is just past S Dr Martin Luther King Jr Dr.

Then 0.24 miles 12.89 total miles



10. Morgan Dr becomes Rainey Dr.

Then 0.18 miles 13.07 total miles

404



11. Rainey Dr becomes S Payne Dr.

Then 0.07 miles

13.14 total miles



12. Turn slight right onto E 55th St.

Then 1.22 miles

14.37 total miles



13. Turn left onto S Hyde Park Blvd.

S Hyde Park Blvd is just past S Cornell Ave.

If you reach S Everett Ave you've gone a little too far.

Then 0.30 miles

14.67 total miles



14. Turn left onto E 53rd St.

E 53rd St is 0.1 miles past E 54th St.

If you reach E Hyde Park Blvd you've gone about 0.2 miles too far.

Then 0.04 miles

14.71 total miles

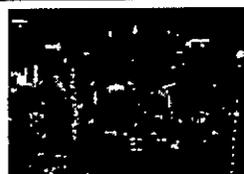
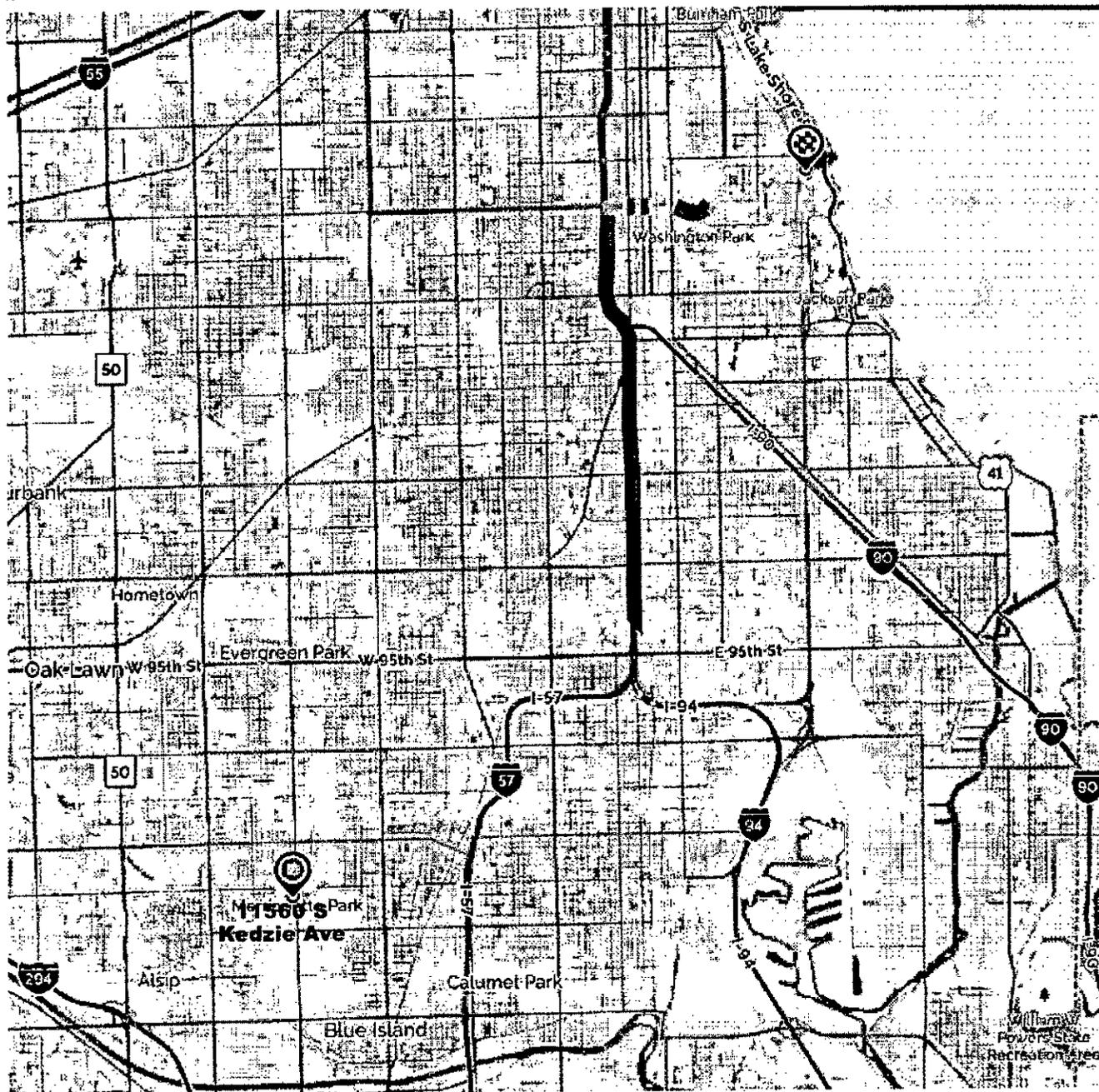


15. 1644 E 53rd St, Chicago, IL 60615-4210, 1644 E 53RD ST is on the right.

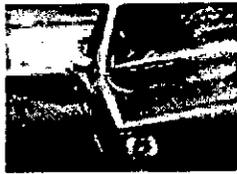
If you reach S Cornell Ave you've gone a little too far.

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406

YOUR TRIP TO:



Orland Memorial Park Cemetery

29 MIN | 18.4 MI

Est. fuel cost: \$1.85

Trip time based on traffic conditions as of 5:31 PM on July 28, 2017. Current Traffic: Moderate



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 3.91 miles ----- 3.91 total miles



2. Turn **left** onto 147th St/IL-83.

147th St is 0.1 miles past 146th St.

If you reach 149th St you've gone about 0.2 miles too far.

Then 0.91 miles ----- 4.81 total miles



3. Merge onto I-57 S.

Then 11.06 miles ----- 15.87 total miles



4. Take the **Sauk Trail** exit, EXIT 339.

Then 0.28 miles ----- 16.15 total miles



5. Turn **left** onto Sauk Trl.

Then 2.12 miles ----- 18.27 total miles



6. Sauk Trl becomes W Laraway Rd/County Hwy-74.

Then 0.11 miles ----- 18.37 total miles

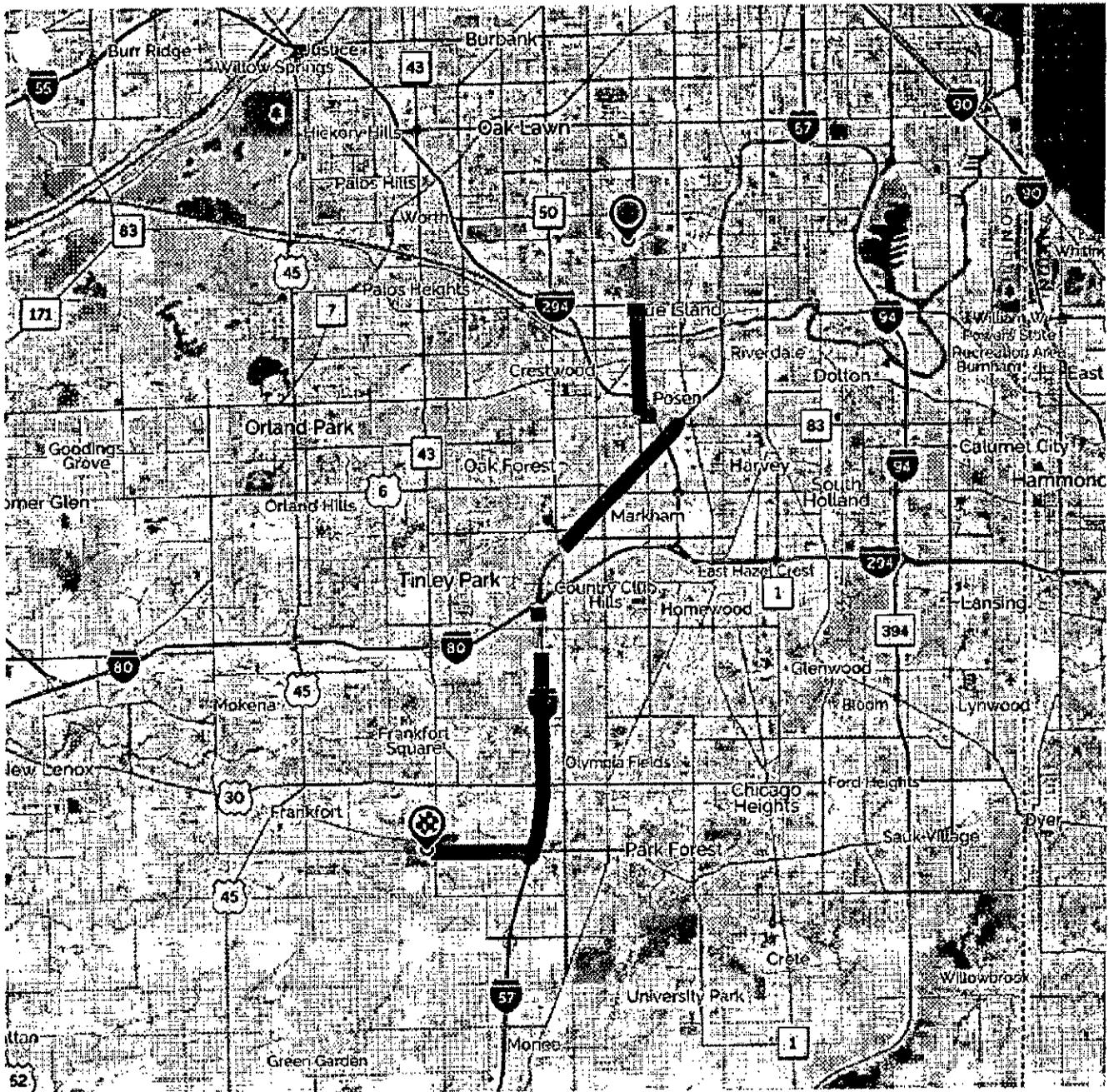


7. Orland Memorial Park Cemetery, 7223 W Laraway Rd, Frankfort, IL, 7223 W LARAWAY RD.

If you reach Southwick Dr you've gone a little too far.

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YOUR TRIP TO:

1200 S York St

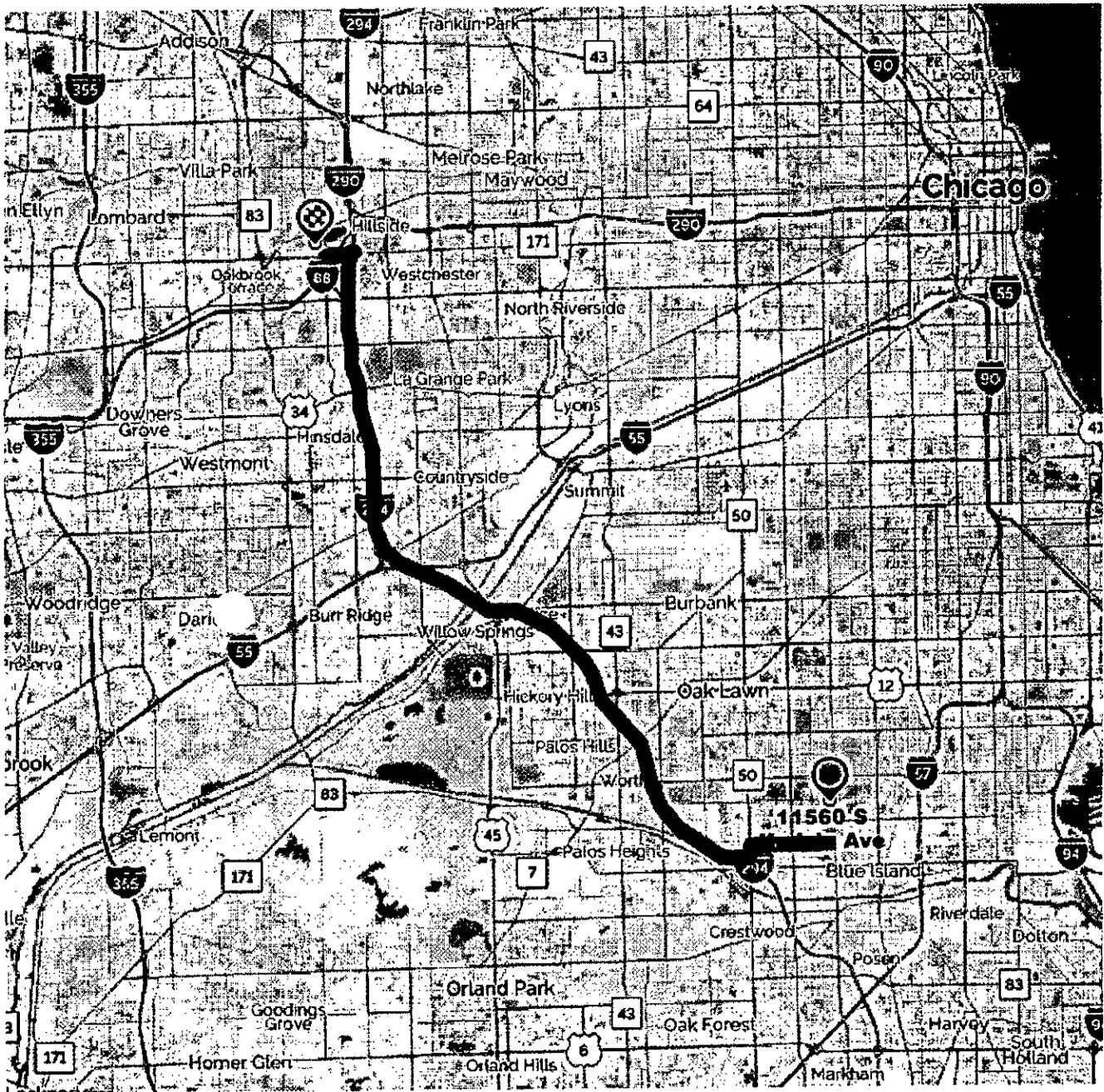

28 MIN | 22.9 MI
Est. fuel cost: \$1.61

Trip time based on traffic conditions as of 3:21 PM on July 19, 2017. Current Traffic: Light

1. Start out going **south** on S Kedzie Ave toward W 116th Pl.
 Then 0.88 miles 0.88 total miles
2. Turn **right** onto W 123rd St.
 W 123rd St is 0.5 miles past W 119th St.
 Then 2.02 miles 2.90 total miles
3. Turn **left** onto S Cicero Ave/IL-50.
 S Cicero Ave is just past S Spencer St.
 If you reach S Lamon Ave you've gone about 0.1 miles too far.
 Then 0.11 miles 3.01 total miles
4. Merge onto I-294 N/Tri State Tollway N toward **West Suburbs** (Portions toll).
 Then 18.42 miles 21.43 total miles
5. Take the **IL-38 W/Roosevelt Road** exit on the **left**.
 Then 0.03 miles 21.46 total miles
6. Merge onto I-294 N/Tri State Tollway N (Portions toll).
 Then 0.13 miles 21.59 total miles
7. Merge onto Roosevelt Rd/IL-38 W.
 Then 0.74 miles 22.33 total miles
8. Take the **York Road N** ramp.
 Then 0.27 miles 22.60 total miles
9. Turn **right** onto S York St.
 Then 0.19 miles 22.79 total miles
10. Make a **U-turn** at E Harvard St onto S York St.
 If you reach Lexington St you've gone about 0.1 miles too far.
 Then 0.07 miles 22.87 total miles
11. 1200 S York St, Elmhurst, IL 60126-5608, 1200 S YORK ST is on the **right**.
 If you reach E Brush Hill Rd you've gone about 0.1 miles too far.

409

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MapQuest Roadside
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410

YOUR TRIP TO:



19110 Darwin Dr

29 MIN | **17.2 MI** 7

Est. fuel cost: \$1.65

Trip time based on traffic conditions as of 4:19 PM on July 20, 2017. Current Traffic: Heavy



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 6.75 miles 6.75 total miles



2. Merge onto I-80 W toward **Joliet**.

Then 8.52 miles 15.27 total miles



3. Take the **US-45/La Grange Rd** exit, EXIT 145.

Then 0.40 miles 15.67 total miles



4. Keep **left** to take the ramp toward **Mokena/Frankfort**.

Then 0.04 miles 15.70 total miles



5. Turn **left** onto US-45 S/96th Ave. Continue to follow US-45 S.

Then 0.85 miles 16.55 total miles



6. Turn **left** onto W 191st St/County Hwy-84.

If you are on S La Grange Rd and reach Bormet Dr you've gone about 0.1 miles too far.

Then 0.60 miles 17.15 total miles



7. Turn **right** onto Darwin Dr.

Darvin Dr is 0.1 miles past Jodi Rd.

If you reach 88th Ave you've gone about 0.4 miles too far.

Then 0.05 miles 17.20 total miles

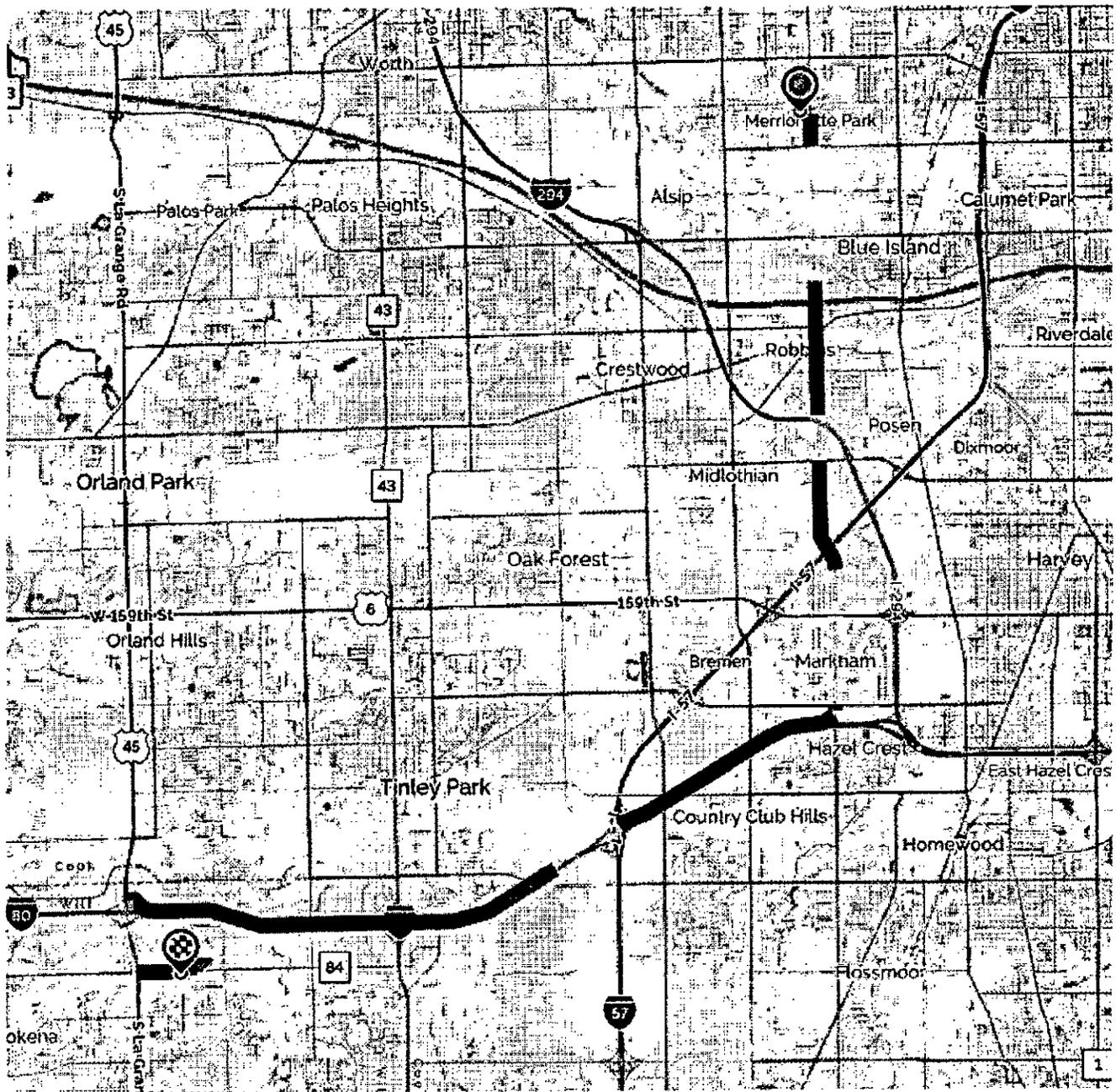


8. 19110 Darwin Dr, Mokena, IL 60448-8595, 19110 DARVIN DR is on the **right**.

If you reach 88th Ave you've gone about 0.5 miles too far.

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412

YOUR TRIP TO:



340 W Butterfield Rd

29 MIN | 23.9 MI

Est. fuel cost: \$1.67

Trip time based on traffic conditions as of 4:40 PM on July 19, 2017. Current Traffic: Light



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.88 miles 0.88 total miles



2. Turn **right** onto W 123rd St.
W 123rd St is 0.5 miles past W 119th St.

Then 2.02 miles 2.90 total miles



3. Turn **left** onto S Cicero Ave/IL-50.
S Cicero Ave is just past S Spencer St.

If you reach S Lamon Ave you've gone about 0.1 miles too far.

Then 0.11 miles 3.01 total miles



4. Merge onto I-294 N/Tri State Tollway N toward **West Suburbs** (Portions toll)
(Electronic toll collection only).

Then 18.41 miles 21.43 total miles

5. Take the **IL-38 W/Roosevelt Road** exit on the **left**.

Then 0.03 miles 21.46 total miles



6. Merge onto I-294 N/Tri State Tollway N (Portions toll).

Then 0.13 miles 21.59 total miles



7. Merge onto Roosevelt Rd/IL-38 W.

Then 1.87 miles 23.46 total miles



8. Take the ramp toward **IL-56/Butterfield Rd**.

Then 0.18 miles 23.64 total miles



9. Turn **left** onto Commonwealth Ln.

Then 0.10 miles 23.74 total miles



10. Turn **right** onto W Butterfield Rd/IL-56.
If you reach Dorchester Ave you've gone a little too far.

Then 0.17 miles 23.91 total miles

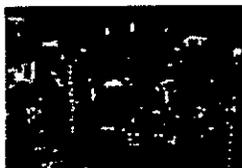
413



11. 340 W Butterfield Rd, Elmhurst, IL 60126-5076, 340 W BUTTERFIELD RD is on the right.

If you reach S Spring Rd you've gone a little too far.

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414

YOUR TRIP TO:



1725 W Harrison St

31 MIN | 19.5 MI -

Est. fuel cost: \$1.91

Trip time based on traffic conditions as of 4:42 PM on July 19, 2017. Current Traffic: Moderate



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.38 miles 0.38 total miles



2. Turn **left** onto W 119th St.
W 119th St is just past W 118th St.

If you reach W 123rd St you've gone about 0.5 miles too far.

Then 2.02 miles 2.40 total miles



3. Turn **left** onto S Ashland Ave.
S Ashland Ave is just past S Marshfield Ave.

If you reach S Justine St you've gone a little too far.

Then 0.03 miles 2.42 total miles



4. Merge onto I-57 N via the ramp on the left.

Then 4.27 miles 6.70 total miles



5. I-57 N becomes I-94 W.

Then 10.52 miles 17.21 total miles



6. Merge onto I-290 W/Chicago-Kansas City Expressway W/Eisenhower Expy W via EXIT 51H toward **West Suburbs**.

Then 1.61 miles 18.82 total miles



7. Take EXIT 28B toward **Ashland Ave/1600 W/Paulina St/1700 W**.

Then 0.19 miles 19.01 total miles



8. Merge onto W Van Buren St.

Then 0.04 miles 19.05 total miles



9. Take the 1st **left** onto S Ashland Ave.
If you reach S Marshfield Ave you've gone a little too far.

Then 0.15 miles 19.20 total miles

415



10. Turn **right** onto W Harrison St.

W Harrison St is just past W Congress Pkwy.

If you reach W Flournoy St you've gone a little too far.

Then 0.20 miles

19.39 total miles



11. Turn **left** onto S Hermitage Ave.

S Hermitage Ave is just past S Paulina St.

If you reach S Wood St you've gone a little too far.

Then 0.05 miles

19.44 total miles



12. Make a **U-turn** onto S Hermitage Ave.

Then 0.08 miles

19.52 total miles



13. Turn **right** onto W Harrison St.

If you are on W Harrison St and reach S Wood St you've gone a little too far.

Then 0.02 miles

19.54 total miles

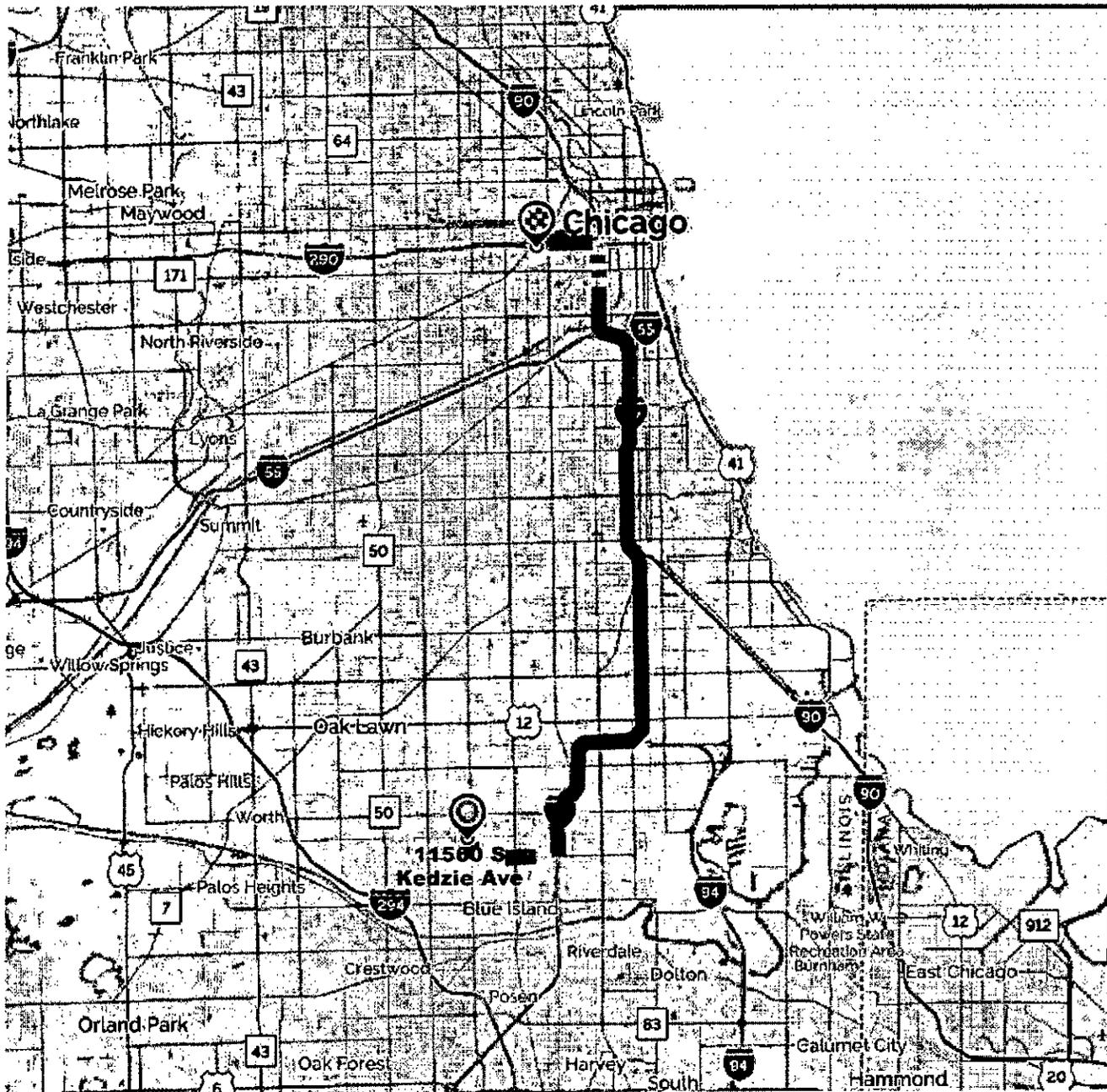


14. 1725 W Harrison St, Chicago, IL 60612-2846, 1725 W HARRISON ST is on the right.

If you reach S Pauline St you've gone a little too far.

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Assistance is here:
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417

YOUR TRIP TO:



815 Pasquinelli Dr

31 MIN | **21.8 MI**

Est. fuel cost: \$1.53

Trip time based on traffic conditions as of 3:16 PM on July 19, 2017. Current Traffic: Moderate



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 1.38 miles 1.38 total miles



2. Turn **right** onto Burr Oak Ave.

Burr Oak Ave is 0.5 miles past W 123rd St.

If you reach 131st St you've gone about 0.5 miles too far.

Then 0.56 miles 1.94 total miles



3. Burr Oak Ave becomes W 127th St.

Then 1.42 miles 3.36 total miles



4. Turn **right** onto IL-50/S Cicero Ave.

IL-50 is 0.4 miles past S Kostner Ave.

If you reach S Cicero Ave you've gone a little too far.

Then 0.05 miles 3.41 total miles



5. Merge onto I-294 N/Tri State Tollway N toward Wisconsin (Portions toll).

Then 15.76 miles 19.17 total miles



6. Merge onto US-34 W/Ogden Ave.

Then 2.25 miles 21.42 total miles



7. Turn **right** onto Pasquinelli Dr.

Pasquinelli Dr is just past Middaugh Rd.

If you are on E Ogden Ave and reach Middaugh Rd you've gone a little too far.

Then 0.42 miles 21.84 total miles



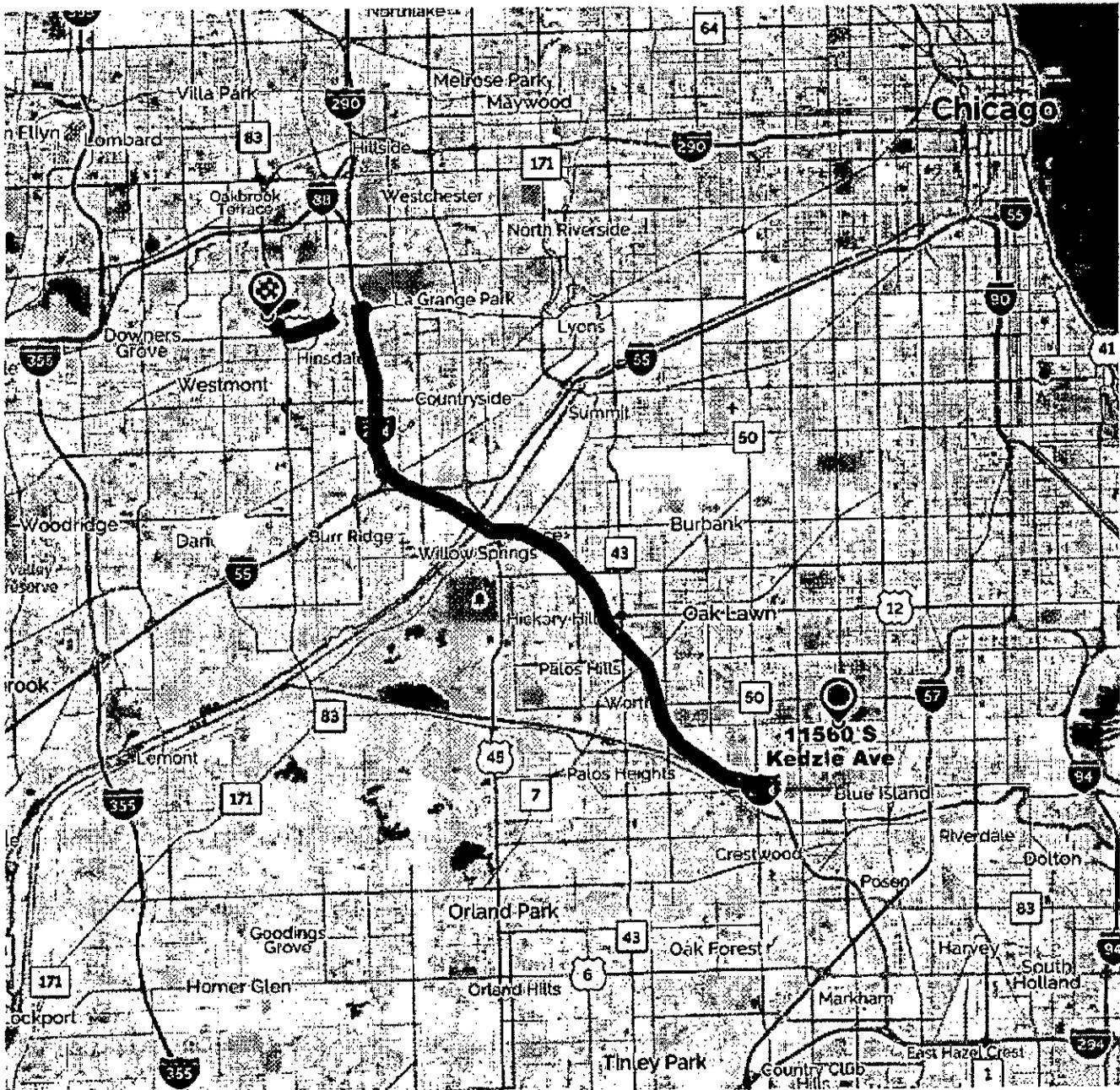
8. 815 Pasquinelli Dr, Westmont, IL 60559-1276, 815 PASQUINELLI DR is on the **right**.

Your destination is 0.1 miles past E Oakhill Dr.

If you reach Oakmont Plaza Dr you've gone about 0.2 miles too far.

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419

YOUR TRIP TO:



2011 York Rd

32 MIN | 21.9 MI

Est. fuel cost: \$1.57

Trip time based on traffic conditions as of 5:27 PM on July 28, 2017. Current Traffic: Moderate



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.88 miles 0.88 total miles



2. Turn **right** onto W 123rd St.
W 123rd St is 0.5 miles past W 119th St.

Then 2.02 miles 2.90 total miles



3. Turn **left** onto S Cicero Ave/IL-50.
S Cicero Ave is just past S Spencer St.

If you reach S Lamon Ave you've gone about 0.1 miles too far.

Then 0.11 miles 3.01 total miles



4. Merge onto I-294 N/Tri State Tollway N toward **West Suburbs** (Portions toll).

Then 15.56 miles 18.58 total miles



5. Merge onto US-34 W/Ogden Ave.

Then 0.85 miles 19.43 total miles



6. Turn **right** onto N York Rd.
N York Rd is 0.1 miles past N Elm St.

Then 2.42 miles 21.85 total miles

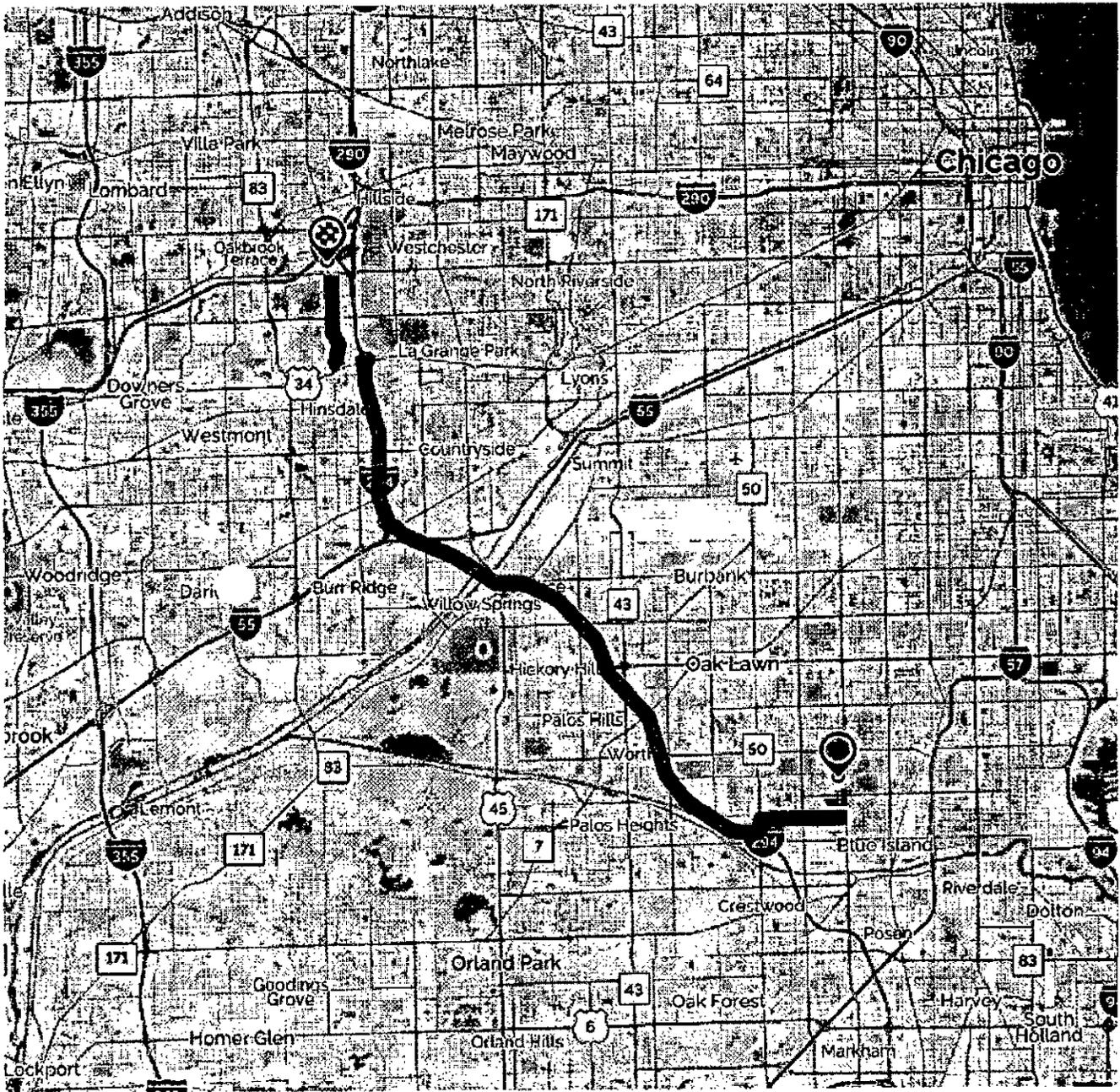


7. 2011 York Rd, Oak Brook, IL 60523, 2011 YORK RD is on the **right**.
Your destination is just past Clearwater Dr.

If you reach Wood Glen Ln you've gone about 0.3 miles too far.

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 (1-888-461-3625)

421

YOUR TRIP TO:



700 Pasquinelli Dr, Westmont, 60559

33 MIN | 21.0 MI

Est. fuel cost: \$1.48

Trip time based on traffic conditions as of 2:19 PM on July 28, 2017. Current Traffic: Moderate



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.88 miles 0.88 total miles



2. Turn **right** onto W 123rd St.
W 123rd St is 0.5 miles past W 119th St.

Then 2.02 miles 2.90 total miles



3. Turn **left** onto S Cicero Ave/IL-50.
S Cicero Ave is just past S Spencer St.

If you reach S Lamon Ave you've gone about 0.1 miles too far.

Then 0.11 miles 3.01 total miles



4. Merge onto I-294 N/Tri State Tollway N toward **West Suburbs** (Portions toll).

Then 15.56 miles 18.58 total miles



5. Merge onto US-34 W/Ogden Ave.

Then 2.25 miles 20.83 total miles



6. Turn **right** onto Pasquinelli Dr.
Pasquinelli Dr is just past Middaugh Rd.

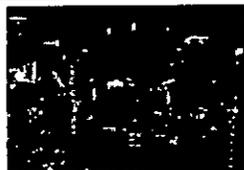
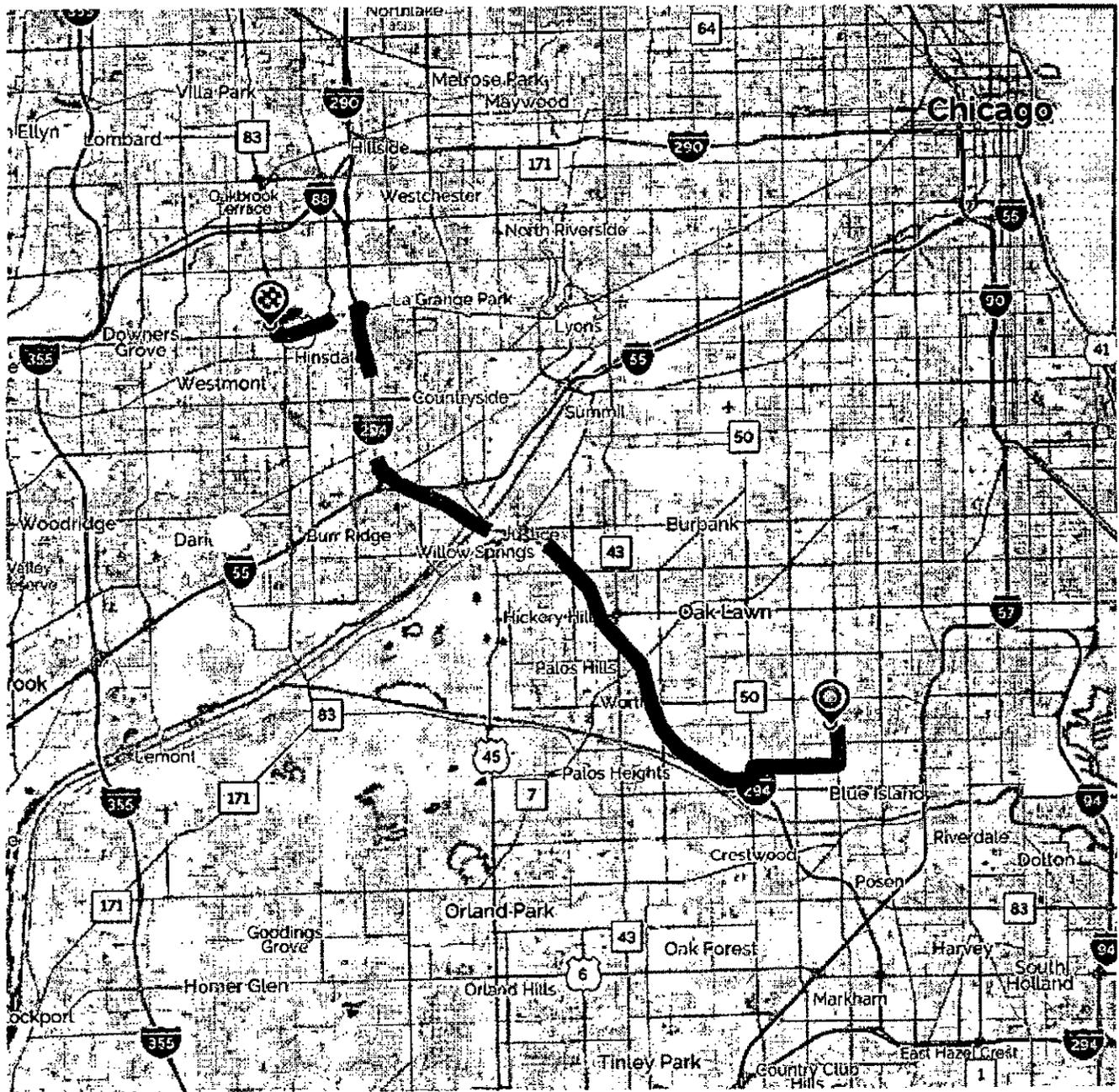
If you are on E Ogden Ave and reach Middaugh Rd you've gone a little too far.

Then 0.19 miles 21.02 total miles



7. 700 Pasquinelli Dr, Westmont, IL 60559-1254, 700 PASQUINELLI DR is on the left.
If you reach E Oakhill Dr you've gone about 0.1 miles too far.

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Car trouble mid-trip?
MapQuest Roadside
Assistance is here:
(1-888-461-3625)

YOUR TRIP TO:



2301 Enterprise Dr

34 MIN | **22.4 MI**

Est. fuel cost: \$1.57

Trip time based on traffic conditions as of 3:17 PM on July 19, 2017. Current Traffic: Moderate



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 1.38 miles 1.38 total miles



2. Turn **right** onto Burr Oak Ave.

Burr Oak Ave is 0.5 miles past W 123rd St.

If you reach 131st St you've gone about 0.5 miles too far.

Then 0.56 miles 1.94 total miles



3. Burr Oak Ave becomes W 127th St.

Then 1.42 miles 3.36 total miles



4. Turn **right** onto IL-50/S Cicero Ave.

IL-50 is 0.4 miles past S Kostner Ave.

If you reach S Cicero Ave you've gone a little too far.

Then 0.05 miles 3.41 total miles



5. Merge onto I-294 N/Tri State Tollway N toward **Wisconsin** (Portions toll).

Then 15.47 miles 18.88 total miles



6. Merge onto Ogden Ave/US-34 E.

Then 0.99 miles 19.87 total miles



7. Turn **left** onto Wolf Rd.

Wolf Rd is just past Lawn Ave.

If you reach Johnson Ave you've gone a little too far.

Then 1.92 miles 21.78 total miles



8. Turn **left** onto W Cermak Rd.

W Cermak Rd is just past Cermak Rd.

If you reach Charles St you've gone about 0.3 miles too far.

Then 0.44 miles 22.22 total miles

424



9. Turn left onto Enterprise Dr.

Enterprise Dr is 0.2 miles past Westbrook Corporate Ctr.

Then 0.16 miles

22.38 total miles

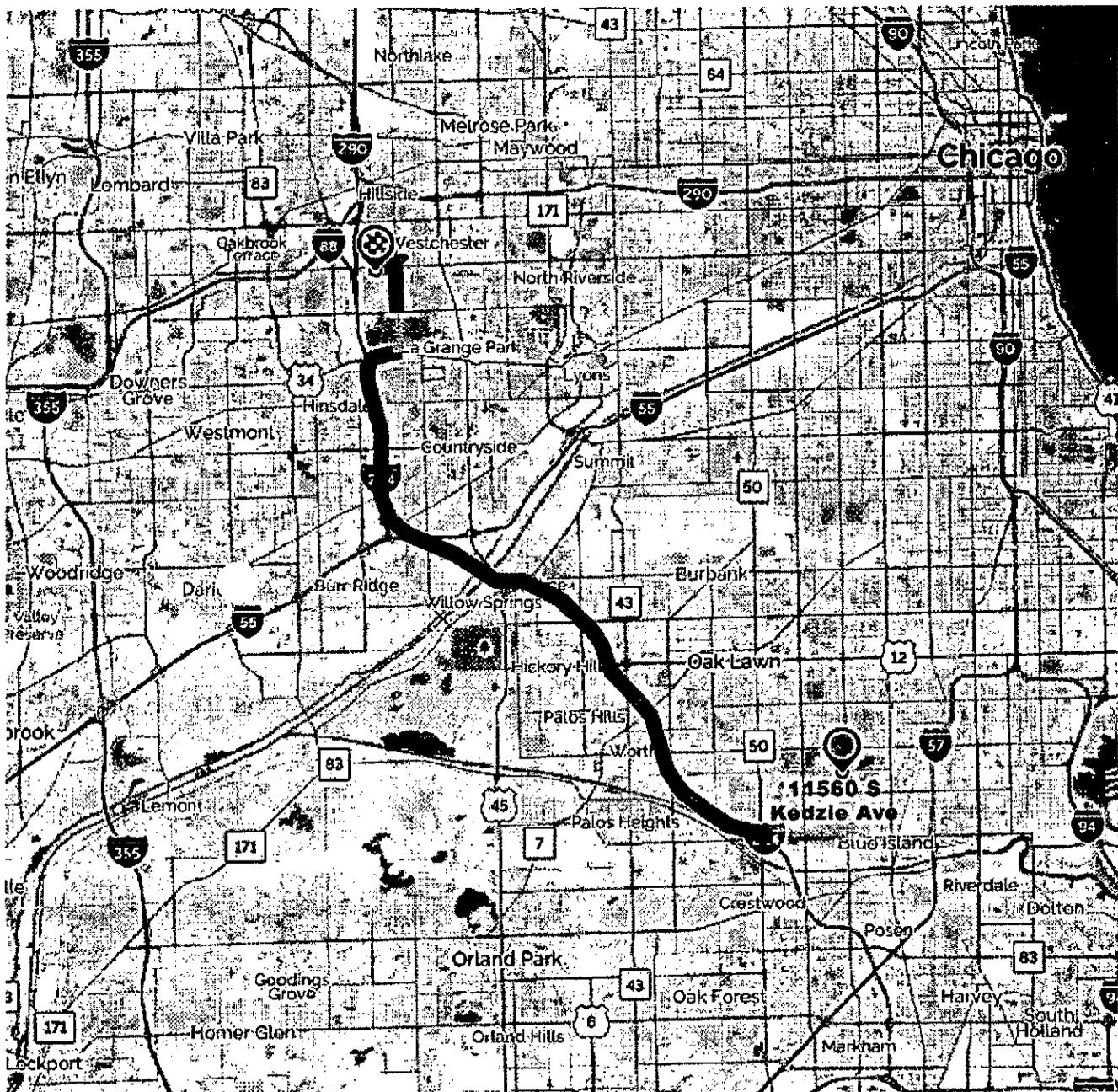


10. 2301 Enterprise Dr, Westchester, IL 60154-5802, 2301 ENTERPRISE DR is on the left.

Your destination is 0.1 miles past W Cermak Rd.

If you reach Prescott Ln you've gone about 0.1 miles too far.

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Assistance is here:**

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426

YOUR TRIP TO:



530 N Cass Ave

34 MIN | **22.8 MI**

Est. fuel cost: \$1.59

Trip time based on traffic conditions as of 4:59 PM on July 19, 2017. Current Traffic: Moderate



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 1.38 miles 1.38 total miles



2. Turn **right** onto Burr Oak Ave.

Burr Oak Ave is 0.5 miles past W 123rd St.

If you reach 131st St you've gone about 0.5 miles too far.

Then 0.56 miles 1.94 total miles



3. Burr Oak Ave becomes W 127th St.

Then 1.42 miles 3.36 total miles



4. Turn **right** onto IL-50/S Cicero Ave.

IL-50 is 0.4 miles past S Kostner Ave.

If you reach S Cicero Ave you've gone a little too far.

Then 0.05 miles 3.41 total miles



5. Merge onto I-294 N/Tri State Tollway N toward **Wisconsin** (Portions toll).

Then 15.76 miles 19.17 total miles



6. Merge onto US-34 W/Ogden Ave.

Then 3.50 miles 22.67 total miles



7. Turn **left** onto N Cass Ave.

N Cass Ave is just past N Warwick Ave.

Then 0.10 miles 22.77 total miles



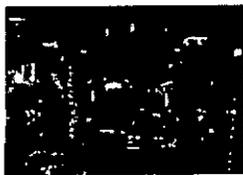
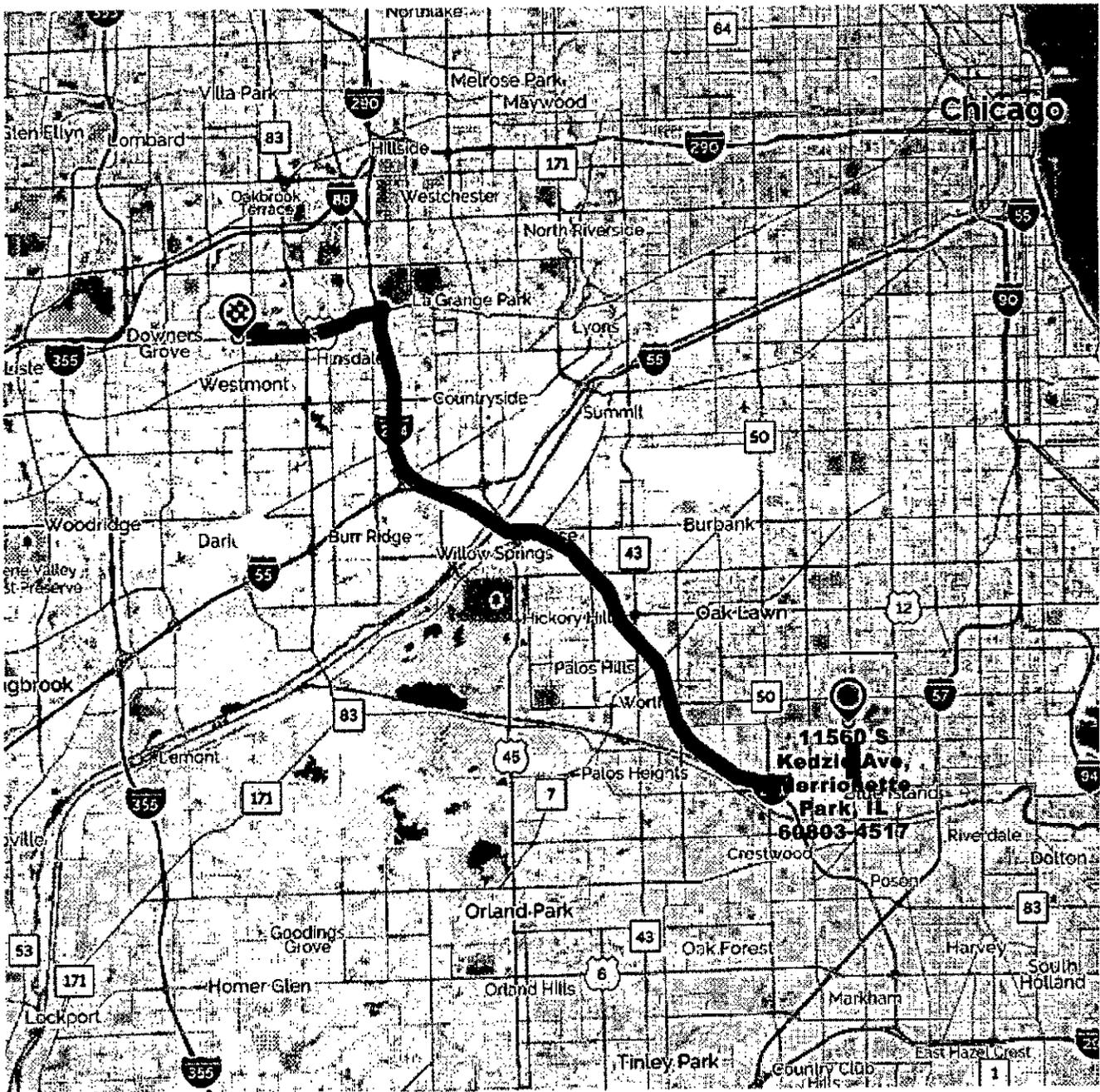
8. 530 N Cass Ave, Westmont, IL 60559-1503, 530 N CASS AVE.

Your destination is just past W Ogden Ave.

If you reach E Traube Ave you've gone about 0.1 miles too far.

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Car trouble mid-trip?
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YOUR TRIP TO:

845 N Michigan Ave



35 MIN | **20.5 MI**

Est. fuel cost: \$1.44

Trip time based on traffic conditions as of 3:27 PM on July 19, 2017. Current Traffic: Heavy

There are timed restrictions on your route.



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.38 miles 0.38 total miles



2. Turn **left** onto W 119th St.

W 119th St is just past W 118th St.

If you reach W 123rd St you've gone about 0.5 miles too far.

Then 2.02 miles 2.40 total miles



3. Turn **left** onto S Ashland Ave.

S Ashland Ave is just past S Marshfield Ave.

If you reach S Justine St you've gone a little too far.

Then 0.03 miles 2.42 total miles



4. Merge onto I-57 N via the ramp on the **left**.

Then 4.27 miles 6.70 total miles



5. I-57 N becomes I-94 W.

Then 8.24 miles 14.94 total miles



6. Take EXIT 53C toward I-55 N/Stevenson Expy/Lake Shore Dr/22nd St.

Then 0.30 miles 15.24 total miles



7. Merge onto I-55 N/Adlai E Stevenson Expy N toward **Lake Shore Dr**.

Then 1.63 miles 16.87 total miles



8. Take US-41 N/S Lake Shore Dr N.

Then 3.14 miles 20.01 total miles



9. Turn **left** onto E Chicago Ave.

Timed turn restriction: Mon-Fri 5:00 AM to 10:00 AM.

Then 0.38 miles 20.39 total miles

429



➔ **10. Turn right onto N Michigan Ave.**
N Michigan Ave is 0.1 miles past N Mies Van Der Rohe Way.

If you reach E Tower Ct you've gone a little too far.

Then 0.08 miles

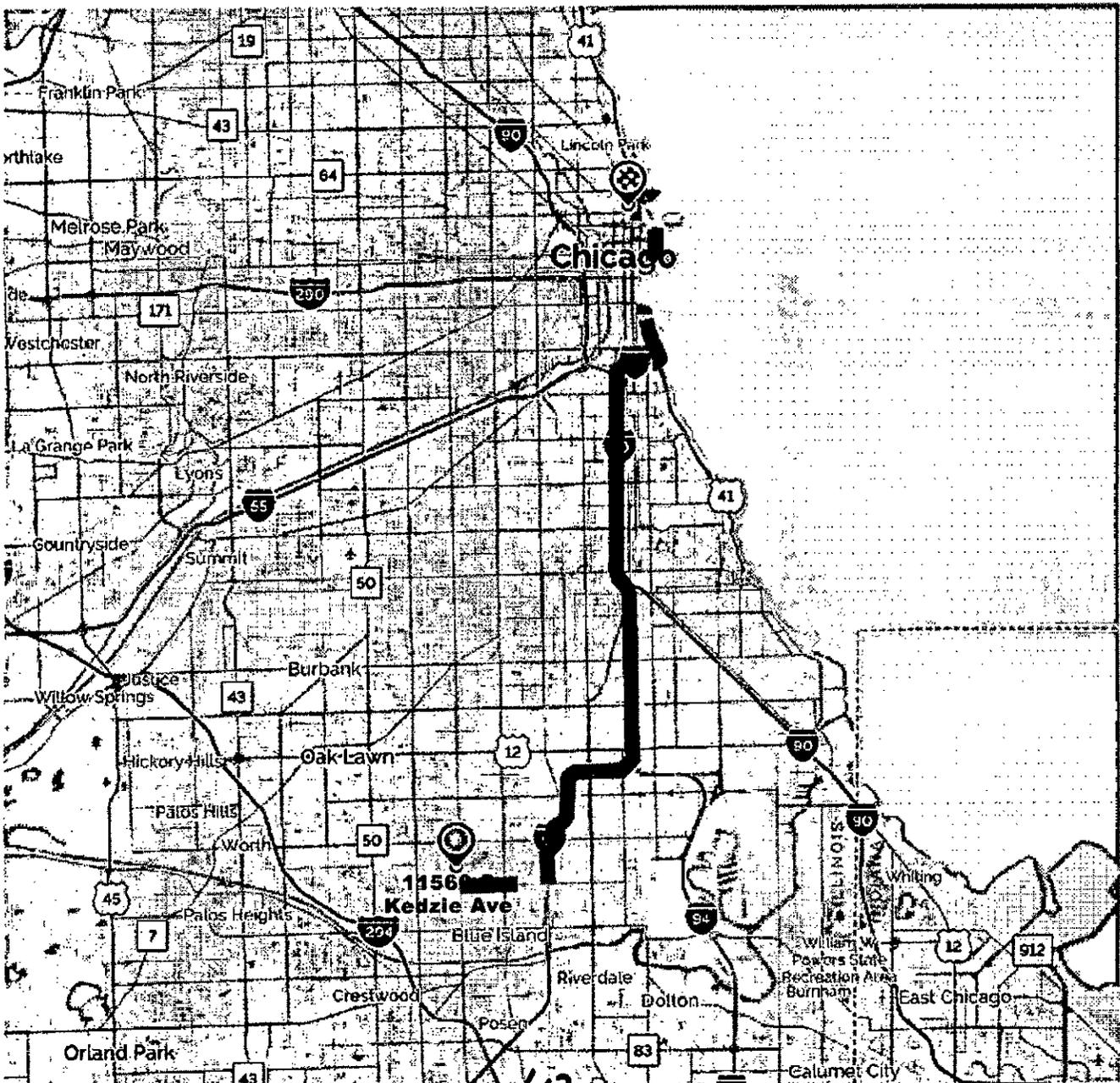
20.47 total miles

📍 **11. 845 N Michigan Ave, Chicago, IL 60611-2104, 845 N MICHIGAN AVE is on the right.**

Your destination is just past E Pearson St.

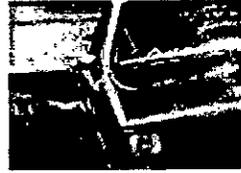
If you reach E Chestnut St you've gone a little too far.

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**Car trouble mid-trip?
MapQuest Roadside
Assistance is here:**
(1-888-461-3625)

431

YOUR TRIP TO:



2425 W 22nd St

35 MIN | 25.1 MI

Est. fuel cost: \$1.76

Trip time based on traffic conditions as of 4:32 PM on July 19, 2017. Current Traffic: Moderate



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 1.38 miles 1.38 total miles



2. Turn **right** onto Burr Oak Ave.

Burr Oak Ave is 0.5 miles past W 123rd St.

If you reach 131st St you've gone about 0.5 miles too far.

Then 0.56 miles 1.94 total miles



3. Burr Oak Ave becomes W 127th St.

Then 1.42 miles 3.36 total miles



4. Turn **right** onto IL-50/S Cicero Ave.

IL-50 is 0.4 miles past S Kostner Ave.

If you reach S Cicero Ave you've gone a little too far.

Then 0.05 miles 3.41 total miles



5. Merge onto I-294 N/Tri State Tollway N toward **Wisconsin** (Portions toll).

Then 17.14 miles 20.55 total miles



6. Take I-88 W toward **Aurora** (Portions toll).

Then 2.22 miles 22.77 total miles



7. Take the **22nd St/Cermak Rd** exit toward IL-83 N.

Then 0.25 miles 23.02 total miles



8. Keep **left** to take the ramp toward **Oak Brook/ROUTE 83**.

Then 0.02 miles 23.04 total miles



9. Turn **left** onto W 22nd St.

Then 1.82 miles 24.85 total miles



10. Make a **U-turn** at Butterfield Rd onto W 22nd St.

Then 0.27 miles 25.12 total miles

432

YOUR TRIP TO:



1S224 Summit Ave, Oakbrook Terrace, IL, 60181-3905

35 MIN | 25.8 MI

Est. fuel cost: \$1.80

Trip time based on traffic conditions as of 4:06 PM on July 19, 2017. Current Traffic: Light



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 1.38 miles 1.38 total miles



2. Turn **right** onto Burr Oak Ave.
Burr Oak Ave is 0.5 miles past W 123rd St.

If you reach 131st St you've gone about 0.5 miles too far.

Then 0.56 miles 1.94 total miles



3. Burr Oak Ave becomes W 127th St.

Then 1.42 miles 3.36 total miles



4. Turn **right** onto IL-50/S Cicero Ave.
IL-50 is 0.4 miles past S Kostner Ave.

If you reach S Cicero Ave you've gone a little too far.

Then 0.05 miles 3.41 total miles



5. Merge onto I-294 N/Tri State Tollway N toward **Wisconsin** (Portions toll).

Then 18.61 miles 22.02 total miles

6. Take the **IL-38 W/Roosevelt Road** exit on the **left**.

Then 0.03 miles 22.06 total miles



7. Merge onto I-294 N/Tri State Tollway N (Portions toll).

Then 0.13 miles 22.19 total miles



8. Merge onto Roosevelt Rd/IL-36 W.

Then 3.12 miles 25.30 total miles



9. Turn **left** onto S Summit Ave.
S Summit Ave is 0.1 miles past Euclid Ave.

If you are on IL-38 and reach S Ardmore Ave you've gone about 0.2 miles too far.

Then 0.29 miles 25.59 total miles

434

➔ 10. Turn right.
Just past 14th St.

If you reach Morningside Dr you've gone a little too far.

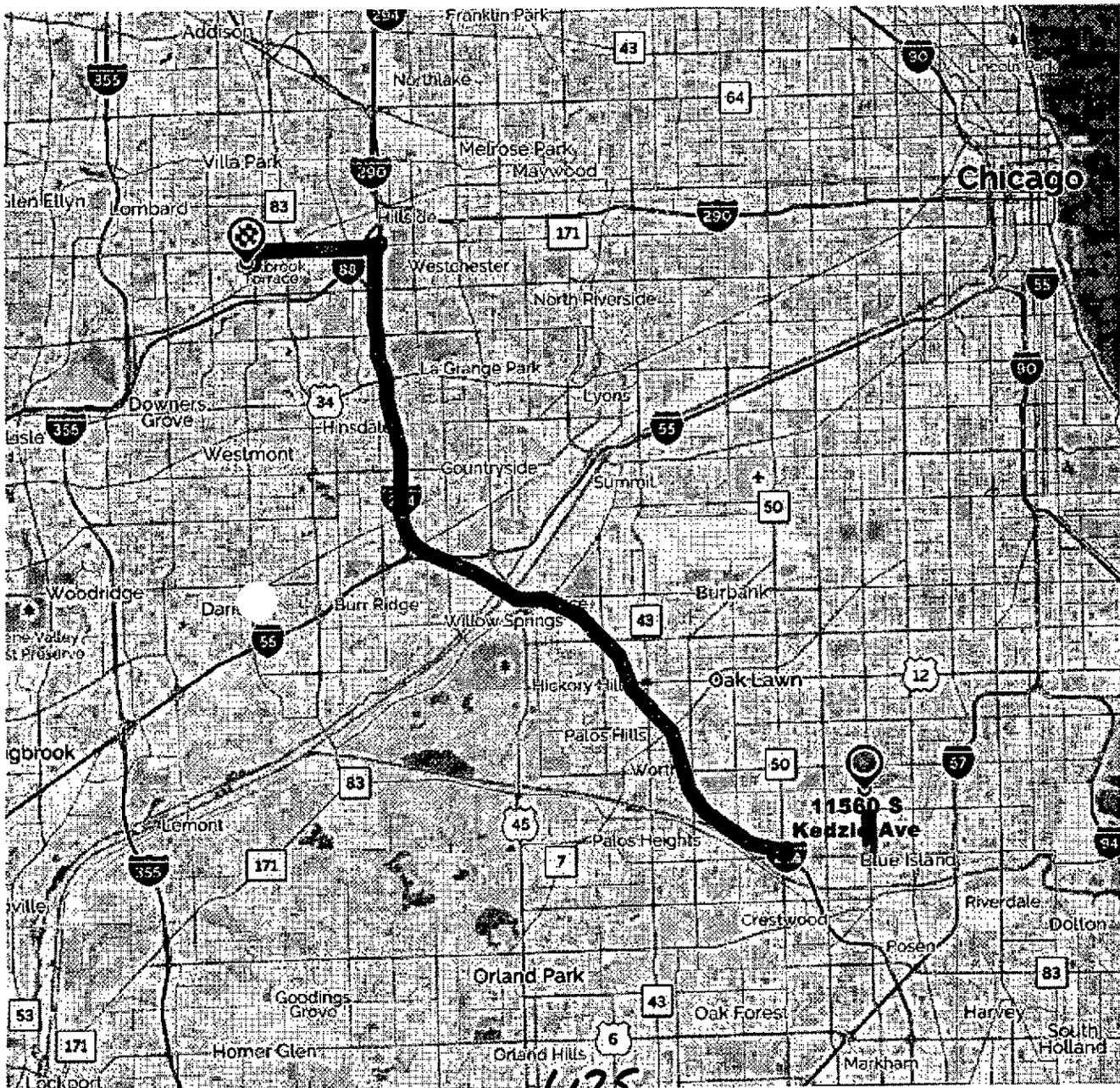
Then 0.12 miles 25.72 total miles

⬅ 11. Turn left.

Then 0.07 miles 25.78 total miles

📍 12. 1S224 Summit Ave, Oakbrook Terrace, IL 60181-3905, 1S224 SUMMIT AVE.

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**Car trouble mid-trip?
MapQuest Roadside
Assistance is here:**

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436

YOUR TRIP TO:



17 W Grand Ave

36 MIN | **20.4 MI**

Est. fuel cost: \$1.44

Trip time based on traffic conditions as of 3:28 PM on July 19, 2017. Current Traffic: Heavy



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.38 miles 0.38 total miles



2. Turn **left** onto W 119th St.
W 119th St is just past W 118th St.

If you reach W 123rd St you've gone about 0.5 miles too far.

Then 2.02 miles 2.40 total miles



3. Turn **left** onto S Ashland Ave.
S Ashland Ave is just past S Marshfield Ave.

If you reach S Justine St you've gone a little too far.

Then 0.03 miles 2.42 total miles



4. Merge onto I-57 N via the ramp on the **left**.

Then 4.27 miles 6.70 total miles



5. I-57 N becomes I-94 W.

Then 12.37 miles 19.07 total miles



6. Take the **Ohio St** exit, EXIT 50B.

Then 0.82 miles 19.89 total miles



7. Stay **straight** to go onto W Dhio St.

Then 0.46 miles 20.35 total miles



8. Turn **right** onto N State St.
N State St is just past N Dearborn St.

If you are on E Ohio St and reach N Wabash Ave you've gone a little too far.

Then 0.06 miles 20.40 total miles



9. Take the 1st **right** onto W Grand Ave.
If you reach E Illinois St you've gone a little too far.

Then 0.04 miles 20.45 total miles

437



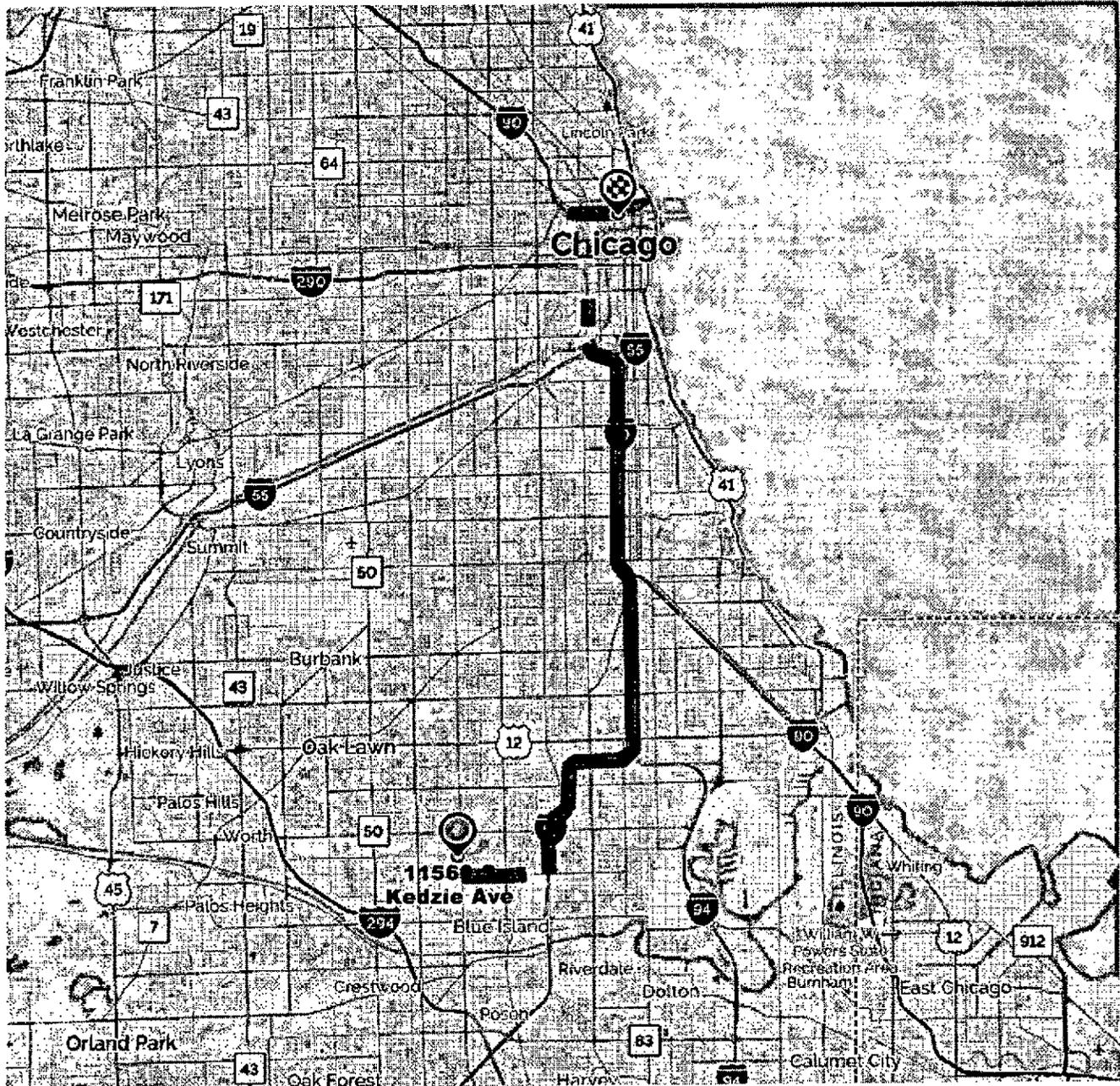
11560 S Kedzie Ave, Merrionette Park, IL 60803-4517 to 17 W Grand Ave Directions - MapQuest



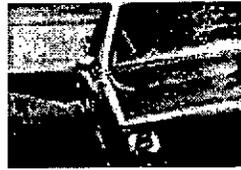
10. 17 W Grand Ave, Chicago, IL 60654-4806, 17 W GRAND AVE is on the left.

If you reach N Dearborn St you've gone a little too far.

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438

YOUR TRIP TO:



1 E Erie St

37 MIN | **20.5 MI**

Est. fuel cost: \$1.43

Trip time based on traffic conditions as of 4:39 PM on July 19, 2017. Current Traffic: Heavy



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.38 miles 0.38 total miles



2. Turn **left** onto W 119th St.
W 119th St is just past W 118th St.

If you reach W 123rd St you've gone about 0.5 miles too far.

Then 2.02 miles 2.40 total miles



3. Turn **left** onto S Ashland Ave.
S Ashland Ave is just past S Marshfield Ave.

If you reach S Justine St you've gone a little too far.

Then 0.03 miles 2.42 total miles



4. Merge onto I-57 N via the ramp on the **left**.

Then 4.27 miles 6.70 total miles



5. I-57 N becomes I-94 W.

Then 12.37 miles 19.07 total miles



6. Take the **Ohio St** exit, EXIT 50B.

Then 0.82 miles 19.89 total miles



7. Stay **straight** to go onto W Ohio St.

Then 0.46 miles 20.35 total miles



8. Turn **left** onto N State St.
N State St is just past N Dearborn St.

If you are on E Ohio St and reach N Wabash Ave you've gone a little too far.

Then 0.11 miles 20.46 total miles



9. Turn **right** onto E Erie St.
E Erie St is just past E Ontario St.

If you reach W Huron St you've gone a little too far.

Then 0.01 miles 20.47 total miles

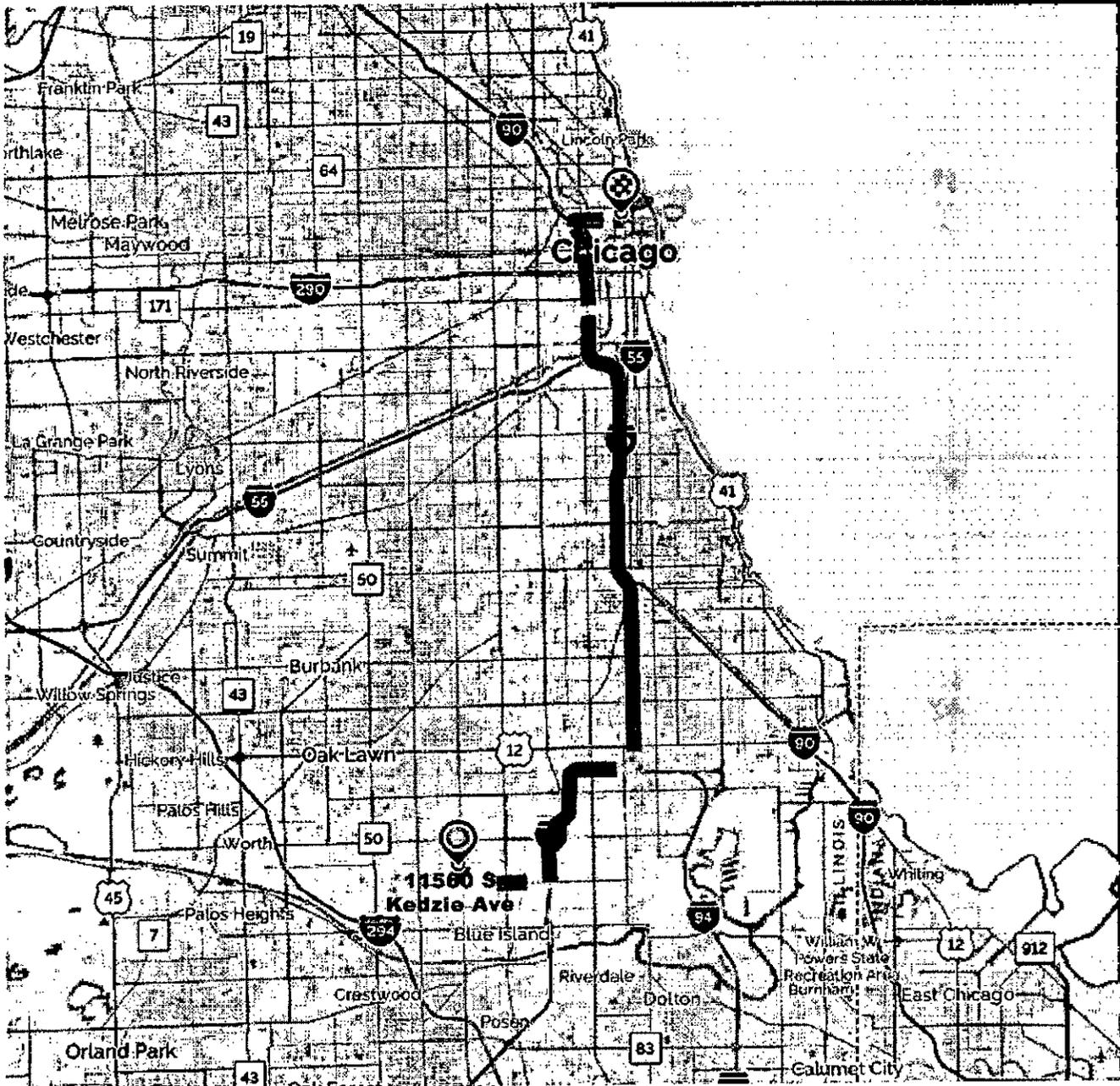
439



10. 1 E Erie St, Chicago, IL 60611-2700, 1 E ERIE ST is on the right.

If you reach N Wabash Ave you've gone a little too far.

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440

YOUR TRIP TO:



2725 Technology Dr, Lombard, IL, 60148-5675

37 MIN | **27.3 MI**

Est. fuel cost: \$1.92

Trip time based on traffic conditions as of 3:18 PM on July 19, 2017. Current Traffic: Moderate

- 

1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

----- Then 1.38 miles ----- 1.38 total miles
- 

2. Turn **right** onto Burr Oak Ave.

Burr Oak Ave is 0.5 miles past W 123rd St.

If you reach 131st St you've gone about 0.5 miles too far.

----- Then 0.56 miles ----- 1.94 total miles
- 

3. Burr Oak Ave becomes W 127th St.

----- Then 1.42 miles ----- 3.36 total miles
- 

4. Turn **right** onto IL-50/S Cicero Ave.

IL-50 is 0.4 miles past S Kostner Ave.

If you reach S Cicero Ave you've gone a little too far.

----- Then 0.05 miles ----- 3.41 total miles
- 

5. Merge onto I-294 N/Tri State Tollway N toward **Wisconsin** (Portions toll).

----- Then 17.14 miles ----- 20.55 total miles
- 

6. Take I-88 W toward **Aurora** (Portions toll).

----- Then 5.52 miles ----- 26.07 total miles
- 

7. Take the **Highland Ave** exit.

----- Then 0.27 miles ----- 26.34 total miles
- 

8. Merge onto Highland Ave/County Hwy-9 toward **Seminary College/Chiropractic College/Lombard**.

----- Then 0.04 miles ----- 26.38 total miles
- 

9. Merge onto IL-56/E Butterfield Rd.

----- Then 0.68 miles ----- 27.07 total miles
- 

10. Turn **right** onto Technology Dr.

Technology Dr is 0.2 miles past S Fairfield Ave.

----- Then 0.20 miles ----- 27.27 total miles

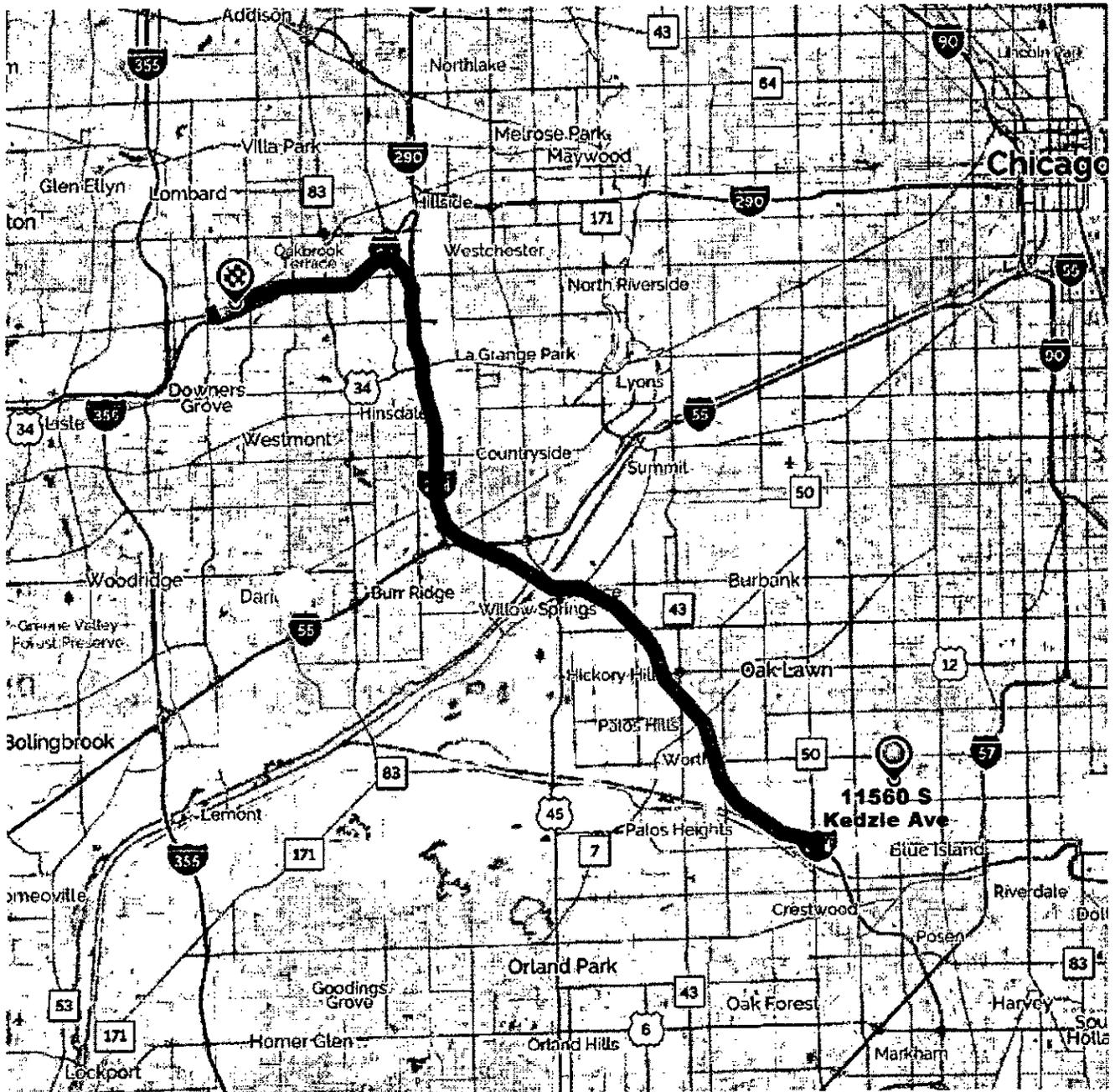
441



11. 2725 Technology Dr, Lombard, IL 60148-5675, 2725 TECHNOLOGY DR is on the left.

If you reach the end of Technology Dr you've gone about 0.2 miles too far.

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442

YOUR TRIP TO:

4333 Main St



38 MIN | 24.7 MI

Est. fuel cost: \$1.74

Trip time based on traffic conditions as of 3:13 PM on July 19, 2017. Current Traffic: Moderate



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 1.38 miles 1.38 total miles



2. Turn **right** onto Burr Oak Ave.

Burr Oak Ave is 0.5 miles past W 123rd St.

If you reach 131st St you've gone about 0.5 miles too far.

Then 0.56 miles 1.94 total miles



3. Burr Oak Ave becomes W 127th St.

Then 1.42 miles 3.36 total miles



4. Turn **right** onto IL-50/S Cicero Ave.

IL-50 is 0.4 miles past S Kostner Ave.

If you reach S Cicero Ave you've gone a little too far.

Then 0.05 miles 3.41 total miles



5. Merge onto I-294 N/Tri State Tollway N toward **Wisconsin** (Portions toll).

Then 15.76 miles 19.17 total miles



6. Merge onto US-34 W/Ogden Ave.

Then 5.30 miles 24.48 total miles



7. Turn **left** onto Highland Ave.

Highland Ave is just past Lindley St.

If you reach Main St you've gone a little too far.

Then 0.11 miles 24.59 total miles



8. Take the 1st **right** onto Sherman St.

Sherman St is just past Highland Ct.

If you reach Grant St you've gone about 0.1 miles too far.

Then 0.06 miles 24.65 total miles



9. Turn **right** onto Main St.

Then 0.07 miles 24.72 total miles

443

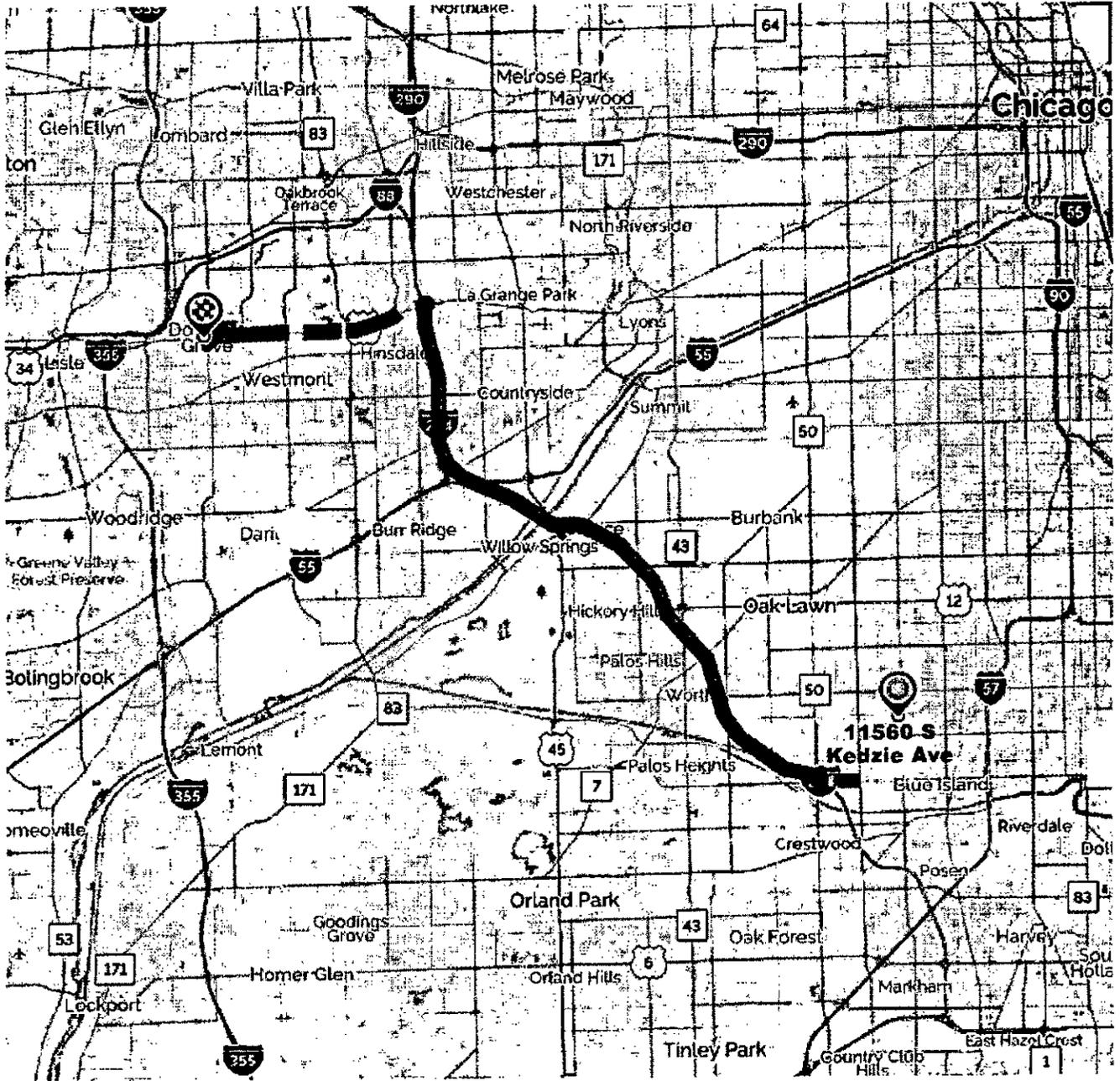


10. 4333 Main St. Downers Grove, IL 60515-2845. 4333 MAIN ST is on the right.

Your destination is just past Sherman St.

If you reach Ogden Ave you've gone a little too far.

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444



YOUR TRIP TO:

3811 Highland Ave

39 MIN | 28.0 MI

Est. fuel cost: \$1.95

Trip time based on traffic conditions as of 4:07 PM on July 19, 2017. Current Traffic: Moderate



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 1.38 miles 1.38 total miles



2. Turn **right** onto Burr Oak Ave.

Burr Oak Ave is 0.5 miles past W 123rd St.

If you reach 131st St you've gone about 0.5 miles too far.

Then 0.56 miles 1.94 total miles



3. Burr Oak Ave becomes W 127th St.

Then 1.42 miles 3.36 total miles



4. Turn **right** onto IL-50/S Cicero Ave.

IL-50 is 0.4 miles past S Kostner Ave.

If you reach S Cicero Ave you've gone a little too far.

Then 0.05 miles 3.41 total miles



5. Merge onto I-294 N/Tri State Tollway N toward **Wisconsin** (Portions toll).

Then 17.14 miles 20.55 total miles



6. Take I-88 W toward **Aurora** (Portions toll).

Then 5.52 miles 26.07 total miles



7. Take the **Highland Ave** exit.

Then 0.27 miles 26.34 total miles



8. Keep **left** to take the ramp toward **MIDWESTERN COLLEGE/Downers Grove**.

Then 0.03 miles 26.36 total miles



9. Turn **left** onto Highland Ave/County Hwy-9.

Then 1.27 miles 27.63 total miles



10. Turn **left** onto 39th St.

39th St is 0.1 miles past Good Samaritan Hospital.

If you are on Main St and reach Herbert St you've gone a little too far.

Then 0.16 miles 27.79 total miles

445

- 11. Take the 1st left onto Good Samaritan Hospital.
If you reach Elm St you've gone a little too far.

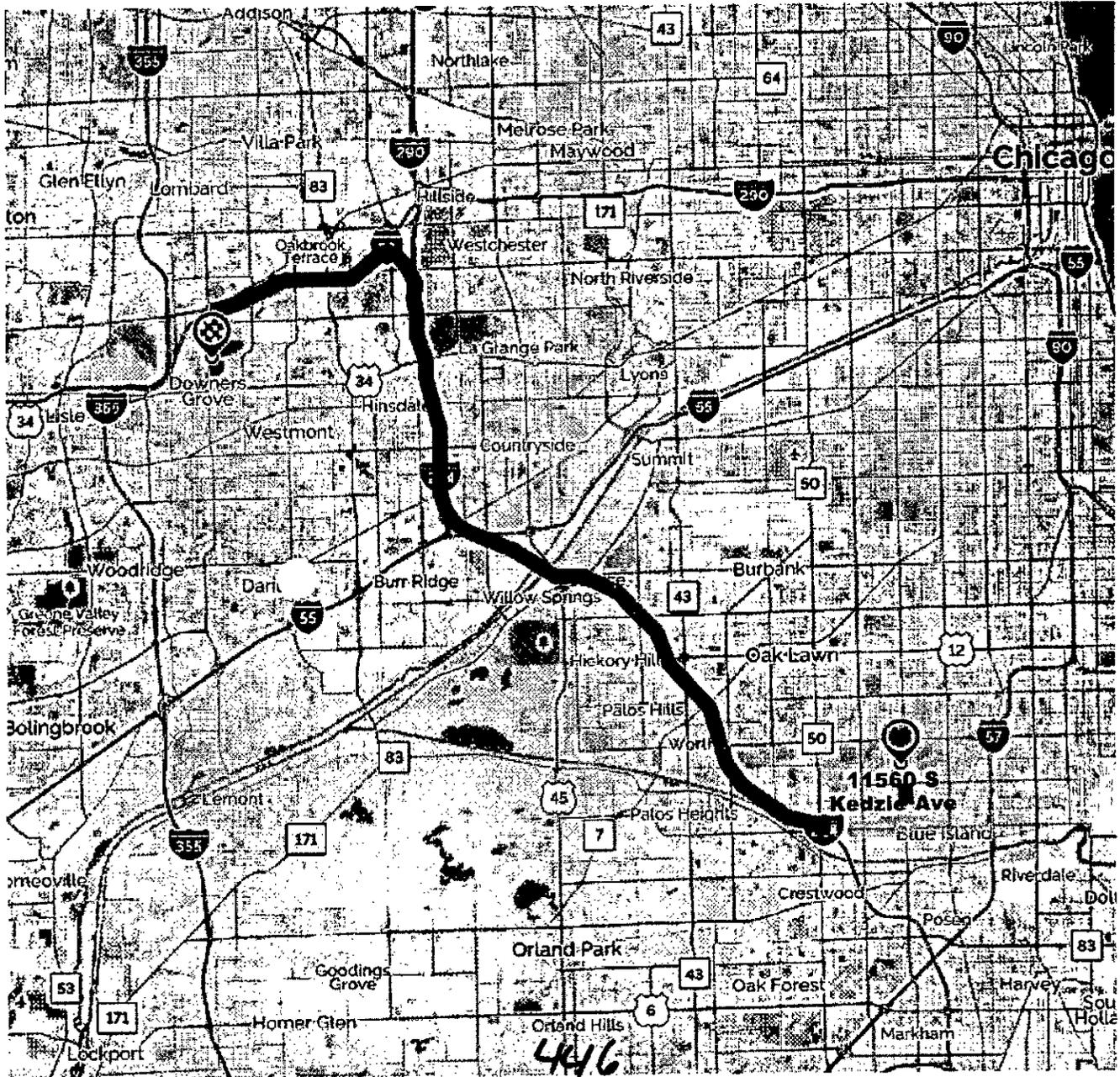
Then 0.15 miles 27.94 total miles

- 12. Turn left.
0.1 miles past Good Samaritan Hospital.

Then 0.03 miles 27.96 total miles

- 13. 3811 Highland Ave, Downers Grove, IL 60515-1555, 3811 HIGHLAND AVE.

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MapQuest Roadside
Assistance is here:**

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447

YOUR TRIP TO:



27650 Ferry Rd

39 MIN | 35.5 MI

Est. fuel cost: \$2.50

Trip time based on traffic conditions as of 3:14 PM on July 19, 2017. Current Traffic: Light

- 

1. Start out going **south** on S Kedzie Ave toward W 116th Pl.
 ----- Then 0.88 miles ----- 0.88 total miles
- 

2. Turn **right** onto W 123rd St.
W 123rd St is 0.5 miles past W 119th St.
 ----- Then 2.02 miles ----- 2.90 total miles
- 

3. Turn **left** onto S Cicero Ave/IL-50.
S Cicero Ave is just past S Spencer St.
If you reach S Lamon Ave you've gone about 0.1 miles too far.
 ----- Then 0.11 miles ----- 3.01 total miles
- 

4. Merge onto I-294 N/Tri State Tollway N toward **West Suburbs** (Portions toll).
 ----- Then 16.95 miles ----- 19.96 total miles
- 

5. Take I-88 W toward **Aurora** (Portions toll).
 ----- Then 14.49 miles ----- 34.45 total miles
- 

6. Take the **Winfield Road** exit.
 ----- Then 0.42 miles ----- 34.87 total miles
- 

7. Take the ramp toward **Warrenville/MARIANJOY REHAB CENTER/DEPAUL UNIVERSITY NAPERVILLE CAMPUS/CANTIGNY.**
 ----- Then 0.03 miles ----- 34.90 total miles
- 

8. Merge onto Winfield Rd.
 ----- Then 0.14 miles ----- 35.03 total miles
- 

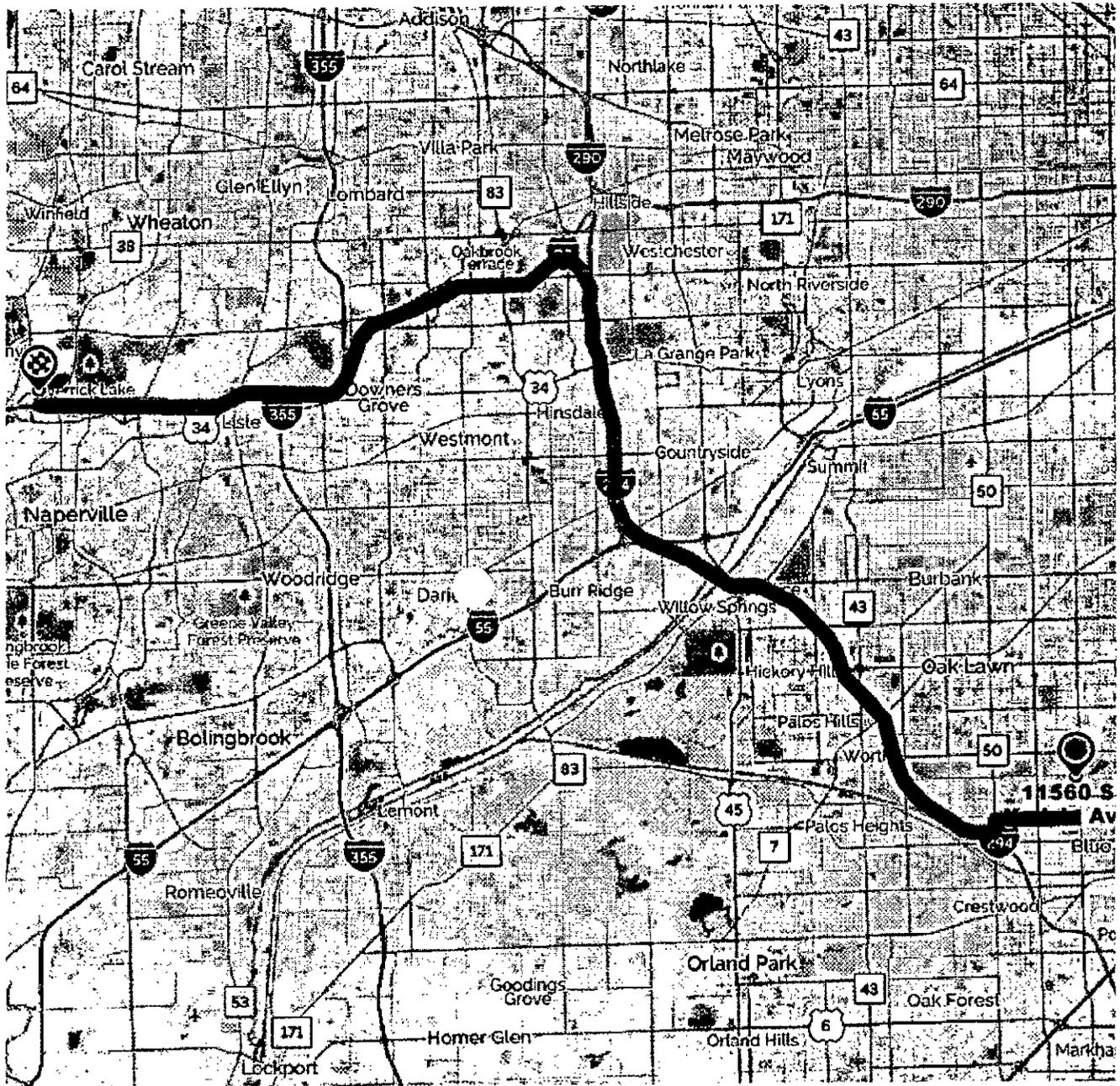
9. Take the 1st **right** onto Ferry Rd/County Hwy-3.
 ----- Then 0.31 miles ----- 35.34 total miles
- 

10. Make a **U-turn** at Cantera Dr onto Ferry Rd/County Hwy-3.
 ----- Then 0.18 miles ----- 35.52 total miles
- 

11. 27650 Ferry Rd, Warrenville, IL 60555, 27650 FERRY RD is on the right.
If you reach Chase Ct you've gone a little too far.

448

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Car trouble mid-trip?
MapQuest Roadside
Assistance is here:
(1-888-461-3625)

449

YOUR TRIP TO:



7425 Janes Ave, Woodridge, 60517

41 MIN | 23.4 MI

Est. fuel cost: \$1.64

Trip time based on traffic conditions as of 3:51 PM on July 28, 2017. Current Traffic: Heavy



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.88 miles 0.88 total miles



2. Turn **right** onto W 123rd St.
W 123rd St is 0.5 miles past W 119th St.

Then 2.02 miles 2.90 total miles



3. Turn **left** onto S Cicero Ave/IL-50.
S Cicero Ave is just past S Spencer St.

If you reach S Lamon Ave you've gone about 0.1 miles too far.

Then 0.11 miles 3.01 total miles



4. Merge onto I-294 N/Tri State Tollway N toward **West Suburbs** (Portions toll).

Then 11.21 miles 14.22 total miles



5. Merge onto I-55 S/Adlai E Stevenson Expy S toward **St Louis**.

Then 3.16 miles 17.38 total miles



6. Merge onto IL-83 N/Kingery Hwy via EXIT 274.

Then 0.92 miles 18.30 total miles



7. Turn **left** onto 75th St.
75th St is 0.2 miles past Midway Dr.

If you reach 74th St you've gone a little too far.

Then 4.97 miles 23.28 total miles



8. Turn **right** onto Janes Ave.
Janes Ave is 0.4 miles past Providence Dr.

If you reach Catalpa Ave you've gone about 0.4 miles too far.

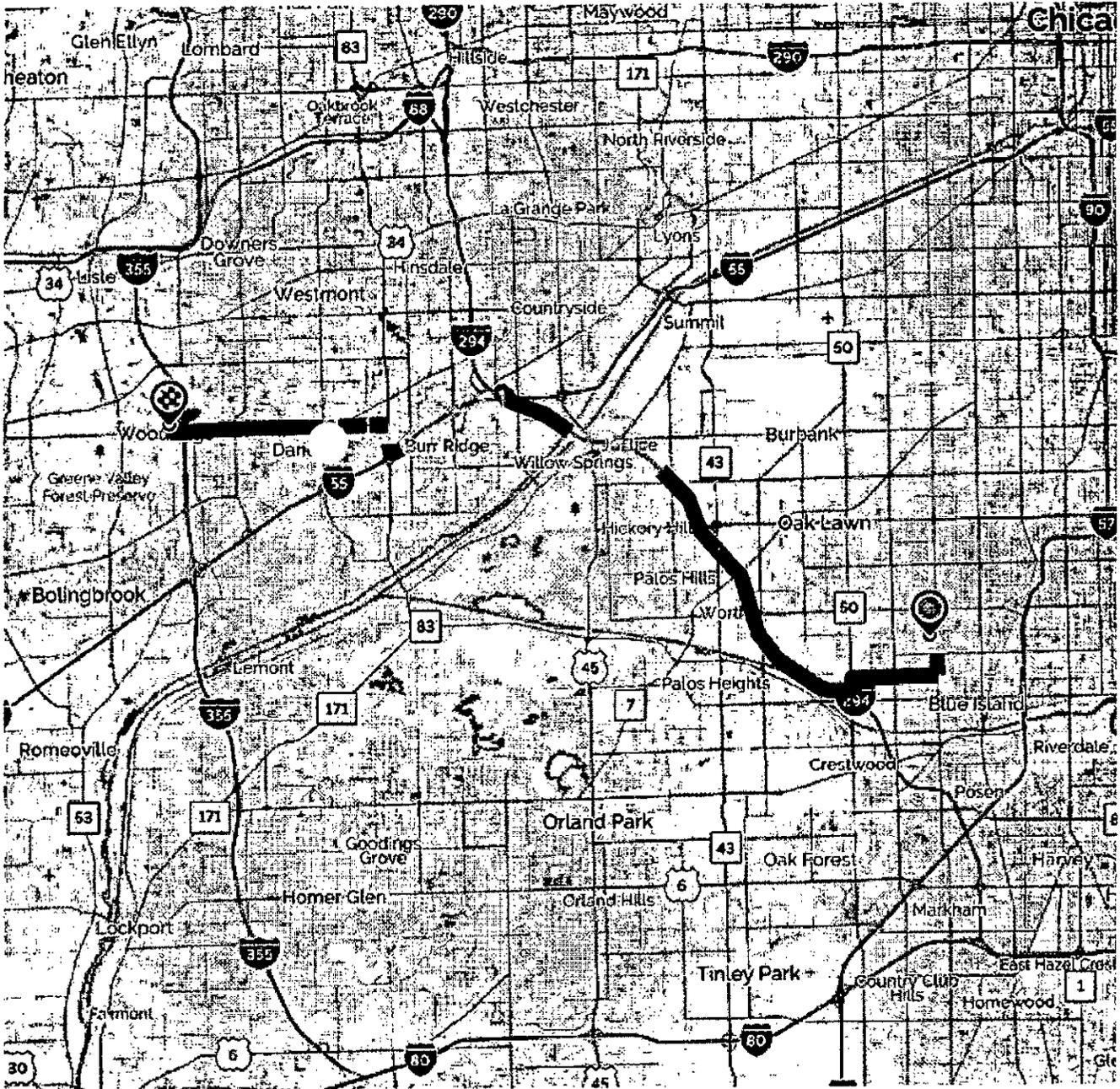
Then 0.09 miles 23.37 total miles



9. 7425 Janes Ave, Woodridge, IL 60517-2306, 7425 JANES AVE is on the **right**.
If you reach Mohawk Ave you've gone a little too far.

450

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451

YOUR TRIP TO:



2160 S 1st Ave

42 MIN | 24.6 MI

Est. fuel cost: \$1.72

Trip time based on traffic conditions as of 4:07 PM on July 19, 2017. Current Traffic: Heavy



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 1.38 miles 1.38 total miles



2. Turn **right** onto Burr Oak Ave.

Burr Oak Ave is 0.5 miles past W 123rd St.

If you reach 131st St you've gone about 0.5 miles too far.

Then 0.56 miles 1.94 total miles



3. Burr Oak Ave becomes W 127th St.

Then 1.42 miles 3.36 total miles



4. Turn **right** onto IL-50/S Cicero Ave.

IL-50 is 0.4 miles past S Kostner Ave.

If you reach S Cicero Ave you've gone a little too far.

Then 0.05 miles 3.41 total miles



5. Merge onto I-294 N/Tri State Tollway N toward **Wisconsin** (Portions toll).

Then 10.78 miles 14.18 total miles



6. Merge onto I-55 N/Adlai E Stevenson Expy N toward **Chicago**.

Then 4.58 miles 18.76 total miles



7. Merge onto I-171 N via EXIT 282B toward **1st Ave**.

Then 5.50 miles 24.26 total miles



8. Turn **left** onto 15th St.

15th St is 0.3 miles past 17th St.

If you are on I-171 and reach 13th St you've gone about 0.1 miles too far.

Then 0.11 miles 24.37 total miles



9. Turn **right**.

Then 0.09 miles 24.46 total miles



10. Take the **1st left**.

Then 0.07 miles 24.52 total miles

452



11. Take the 1st right.

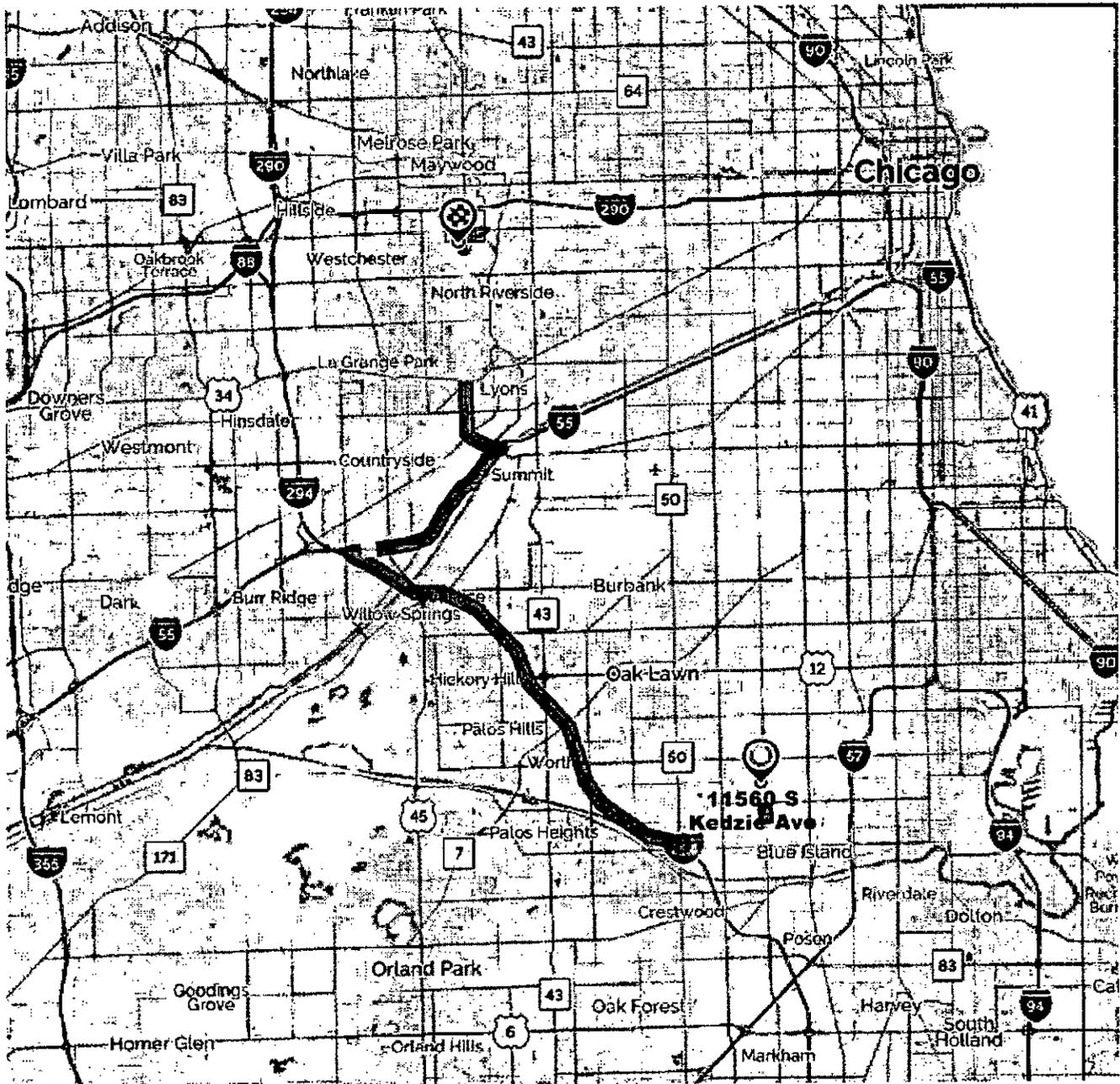
Then 0.07 miles

24.59 total miles

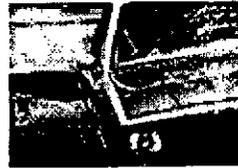


12. 2160 S 1st Ave, Maywood, IL 60153-3328. 2160 S 1ST AVE.

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453

YOUR TRIP TO:



1455 E Golf Rd

45 MIN | 37.4 MI

Est. fuel cost: \$2.63

Trip time based on traffic conditions as of 3:25 PM on July 19, 2017. Current Traffic: Light



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 0.88 miles 0.88 total miles



2. Turn **right** onto W 123rd St.
W 123rd St is 0.5 miles past W 119th St.

Then 2.02 miles 2.90 total miles



3. Turn **left** onto S Cicero Ave/IL-50.
S Cicero Ave is just past S Spencer St.

If you reach S Lamon Ave you've gone about 0.1 miles too far.

Then 0.11 miles 3.01 total miles



4. Merge onto I-294 N/Tri State Tollway N toward **West Suburbs** (Portions toll)
(Electronic toll collection only).

Then 32.25 miles 35.26 total miles



5. Merge onto Miner St/US-14 W toward **Dempster St.**

Then 0.39 miles 35.65 total miles



6. Take the **I-294 S** ramp.

Then 0.05 miles 35.70 total miles



7. Keep **left** at the fork in the ramp.

Then 0.11 miles 35.81 total miles



8. Merge onto Rand Rd.

Then 0.89 miles 36.70 total miles



9. Turn **slight right** onto US-45 N/S River Rd.
US-45 N is 0.1 miles past Grove Ave.

If you are on Rand Rd and reach Sakas Dr you've gone about 0.1 miles too far.

Then 0.50 miles 37.20 total miles

454



10. Turn left onto E Golf Rd/IL-58.

E Golf Rd is just past Redeker Rd.

If you reach Nazareth Way you've gone about 0.2 miles too far.

Then 0.14 miles 37.34 total miles



11. Turn left.

If you reach Nazareth Way you've gone a little too far.

Then 0.01 miles 37.35 total miles



12. Turn left onto E Golf Rd/IL-58.

Then 0.09 miles 37.44 total miles



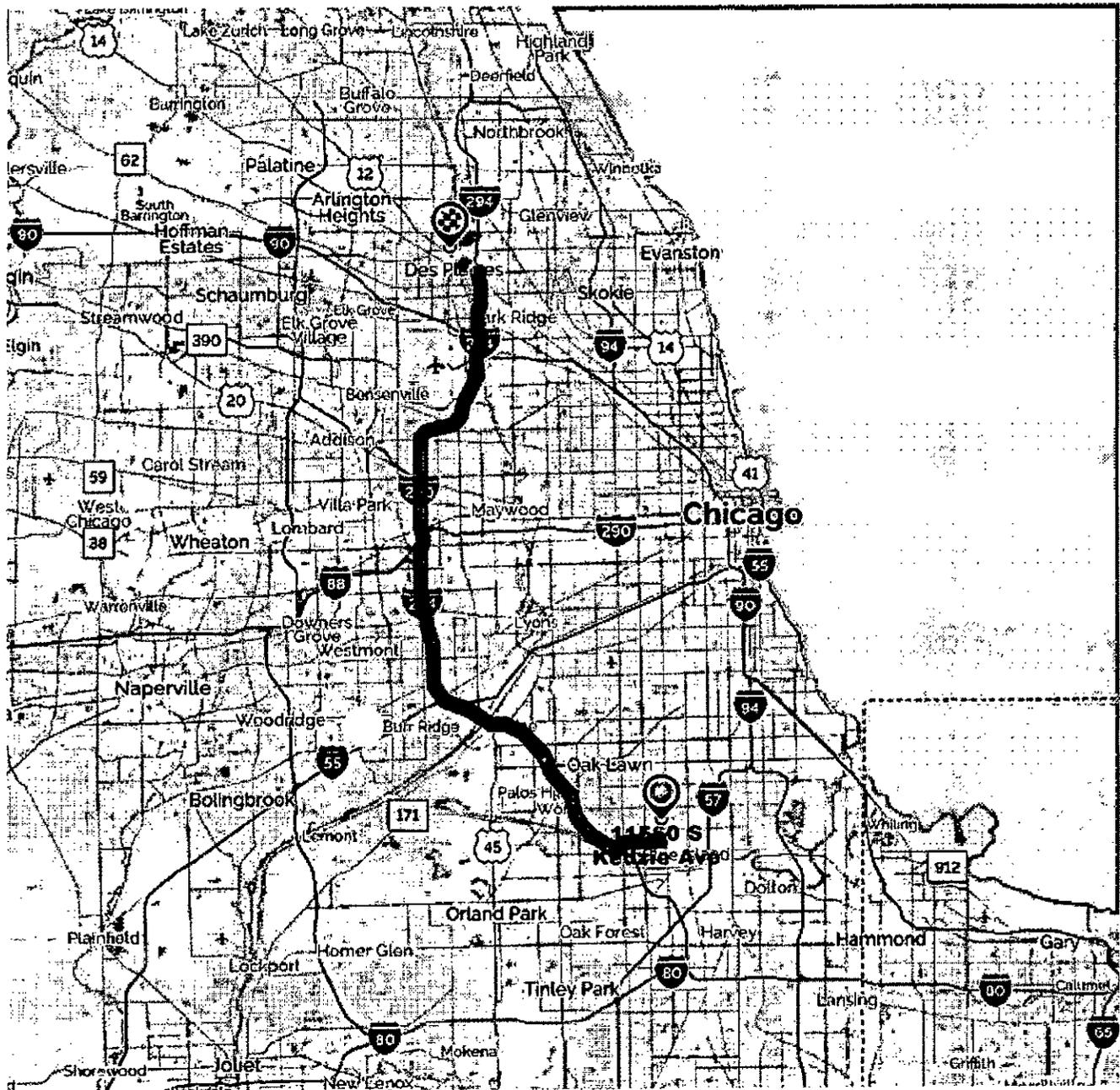
13. 1455 E Golf Rd, Des Plaines, IL 60016-1206, 1455 E GOLF RD is on the right.

Your destination is just past Mery St.

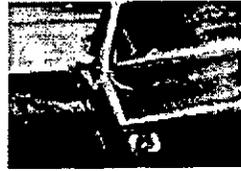
If you reach N River Rd you've gone a little too far.

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456

YOUR TRIP TO:



300 Riverside Dr

45 MIN | **38.9 MI**

Est. fuel cost: \$2.72

Trip time based on traffic conditions as of 4:41 PM on July 19, 2017. Current Traffic: Light



1. Start out going **south** on S Kedzie Ave toward W 116th Pl.

Then 3.91 miles 3.91 total miles



2. Turn **left** onto 147th St/IL-83.

147th St is 0.1 miles past 146th St.

If you reach 149th St you've gone about 0.2 miles too far.

Then 0.91 miles 4.81 total miles



3. Merge onto I-57 S.

Then 28.22 miles 33.03 total miles



4. Merge onto E 9000N Rd/County Hwy-9 via EXIT 322 toward **Manteno**.

Then 1.49 miles 34.52 total miles



5. Turn **left** onto US-45 S/US-52 E/N US Highway 45 52. Continue to follow US-45 S/US-52 E.

US-45 S is 0.7 miles past Eagles Landing Dr.

If you are on W 9000N Rd and reach N 1000W Rd you've gone about 0.9 miles too far.

Then 4.33 miles 38.85 total miles



6. Turn **left**.

0.1 miles past Fitness Dr.

If you reach E 4500N Rd you've gone about 0.1 miles too far.

Then 0.03 miles 38.88 total miles



7. Turn **right** onto Riverside Dr.

Then 0.07 miles 38.94 total miles



8. 300 Riverside Dr, Bourbonnais, IL 60914-4690, 300 RIVERSIDE DR is on the left.

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