

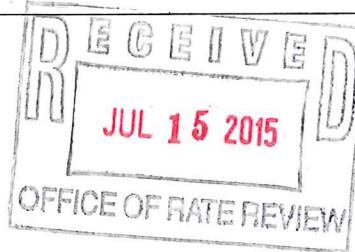
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July 8, 2015

Alexandria Hicks
Certificate of Need Coordinator
Department of Health and Social Services
3601 C Street, Suite 978
Anchorage, AK 99503

Re: Request for Determination dated May 20, 2015
Aurora Plastic Surgery

Dear Ms. Hicks:


Thank you for your letter of June 18, 2015. I am the attorney that recommended that Dr. Jensen seek a determination as to whether he needs a certificate of need. Per your request, attached is a copy of the lease agreement between WW Enterprise, LLC, the lessor of 2485 Chief William Drive, and Aurora Plastic Surgery, LLC, the lessee of Suite 200 at 2485 Chief William Drive. The 1200 square foot private operating room area set forth in Dr. Jensen's previous letter is wholly contained within Suite 200. Please let us know if you need any additional information regarding the lease.

We have contacted Karen Walsh Roe to discuss the use of general anesthesia during procedures. Ms. Walsh Roe and her office were very helpful. We were able to discuss various certification options, which are helpful to Dr. Jensen both now and in the future.

Dr. Jensen intends to perform surgeries in the planned private operating room using local, intravenous, or general anesthesia. The operating room area has been designed in full compliance with the applicable 2010 codes to optimize patient safety in this setting.

If you have any additional questions for Dr. Jensen or for me, please feel free to contact me any time. We look forward to a determination as to whether Aurora Plastic Surgery's proposed project requires a certificate of need in the near future.

Sincerely,


Jason Weiner
Attorney at Law

LEASE

THIS LEASE (the "Lease"), effective as of June 1st, 2014, between WW Enterprise, LLC, an Alaska limited liability company ("Lessor"), and Aurora Plastic Surgery, LLC ("Lessee").

For good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

ARTICLE I DESCRIPTION OF PREMISES, USE, TERM RENT, RENEWAL OPTION

(1) Lease. Lessor hereby leases to Lessee 2485 Chief William Drive, Suite 200, Fairbanks, AK 99709 "as is" in accordance with the terms hereof, and together with all rights appurtenant thereto, to be used as retail space (the "Premises").

(2) Term. This Lease shall have a term of five (5) year, commencing as of June 1, 2014 (the "Commencement Date"), and expiring on the date that is one (5) years later.

(3) Rent. Commencing on the Commencement Date and continuing on every month thereafter, Lessee shall pay the rental due hereunder without offset or reduction, except as otherwise expressly set forth herein. The monthly rental due during the term hereof shall be One Thousand Eight Hundred (\$1,800.00) per month, payable monthly in advance on the first day of each month.

(4) Renewal Option. Lessor hereby grants to Lessee one (1) renewal options of 5 years at the conclusion of the above-mentioned Lease term. In order to exercise such five (5) year renewal option, Lessee shall give Lessor written notice of such exercise at least ninety (90) days in advance in writing, unless Lessee is in default hereunder at the time of exercising such renewal options. Lessee's right to exercise such renewal option is expressly conditioned upon Lessee not being in default under the terms of this Lease. The amount of rental due during such five (5) year renewal periods shall be calculated in accordance with this Article I as though the initial terms of the Lease were simply extended for a period of five (5) additional years. If, for any reason, Lessee fails to exercise the first of such renewal options, such renewal option shall automatically terminate.

ARTICLE II VACATION OF PREMISES

Upon the expiration of the term of this Lease, or upon any earlier termination hereof, Lessee shall quit and surrender possession of the Premises to Lessor in the same condition as the property was rendered, together with all subsequent additions thereto and alterations and replacements thereof, reasonable wear and tear excepted. Before surrendering possession of the Premises, all signs, furnishing, equipment, trade fixtures, merchandise and other personal property of Lessee installed or placed therein shall be removed by Lessee, at Lessee's sole cost and expense, and Lessee shall, at Lessee's sole cost and expense, repair all damage to the Premises caused by such removal. If requested by Lessor, Lessee shall execute, acknowledge and deliver to Lessor an instrument in writing releasing and quitclaiming to Lessor all right, title and interest of Lessee in and to the Premises by reason of this Lease or otherwise. If

Lessee fails to remove any of its signs, furnishing, equipment, trade fixtures, merchandise or other personal property within twenty (20) days after the expiration or termination of this Lease, then the same shall become the property of the Lessor.

ARTICLE III EASEMENTS

Lessee shall have the right to use all existing entrances, exits, approaches and means of entrance and approach, and of light and air now existing in favor of an appurtenant to the Premises during the term of this Lease. Lessee's right to do so, however, is subject to all existing restrictions and limitations.

ARTICLE IV ASSIGNMENTS AND SUB-LETTING

Except as expressly provided for herein, Lessee may not assign, mortgage, or encumber this Lease or sublet all or any portion of the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld. In determining whether to grant or withhold such consent, Lessor may request and review such financial and other information and data as Lessor may request with respect to the financial condition, reputation, and other information involving the party to which such assignment or subletting is requested. An assignment or subletting of Lessee's interest in this Lease without Lessor's specific prior written consent shall be a default. Regardless of Lessor's consent, any assignment or subletting shall not be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease. The consent of Lessor to any assignment or subletting shall not constitute consent to any subsequent assignment or subletting by Lessee or to any subsequent or successive assignment of subletting by the sub lessee. However, Lessor may consent to subsequent subletting and assignments of the sublease or any amendments or modifications thereto without notifying Lessee or anyone else liable on the Lease or sublease and without obtaining their consent. Any matter of thing requirement the consent of the sublessor under a sublease shall also require the consent of Lessor herein. No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent. Notwithstanding these restrictions on assignment and subletting, Lessee may assign this Lease or sublet any portion of the Premises to an entity owned or controlled by the principals of Lessee, or in the event healthcare regulations or statutory requirements dictate a different ownership structure, Lessor shall exercise its best good faith efforts to allow the assignment, subletting or transfer of this Lease in accordance with the other requirements of this Article IV.

ARTICLE V LESSOR'S COVENANT

Lessor covenants and agrees that it owns marketable fee simple title to the Premises and has the unfettered right to enter into and perform the Lessor covenants contained in this Lease.

ARTICLE VI CONDEMNATION

In the event a substantial portion or all of the Premises shall be condemned for public uses or purposes, then Lessor or Lessee may, at their option, cancel and terminate this Lease in its entirety effective at any time after entry of the final order of condemnation. Such termination shall occur upon the giving of written notice to Lessor or Lessee, as applicable, of the intention to so terminate the Lease,

and upon the giving of said notice, this Lease shall cease and terminate. For purposes of this Lease, a "substantial portion" of the Premises shall mean that part of the Premises which renders the remaining portion no longer feasible or practical on which to conduct Lessee's business operations or any substantial part of the operations theretofore conducted on the Premises. If no substantial taking occurs, or if Lessee or Lessor do not elect to terminate this Lease as a result of the taking of a "substantial portion," the rent shall be reduced in the proportion that the size of the Premises remaining bears to the total Premises initially covered by this Lease. If the parties hereto shall disagree as to what constitutes a "substantial portion," the matter shall be referred to a panel of three persons who are either physicians or knowledgeable about such office and/or outpatient practices, one appointed by each of the parties and the third by the two so appointed, whose decision shall be final and binding upon the parties hereto.

In the event of such condemnation proceedings, any decision concerning resolution of the condemnation by Lessee shall not be made nor accepted by Lessor, except upon receipt by Lessor of Lessee's written decision, unless a court of competent jurisdiction shall otherwise adjudicate the rights of the parties.

ARTICLE VII UNLAWFUL OCCUPATION/USE

Lessee may use the Premises for the purposes specified in Article I hereof, for the presently constituted expansion plans and for no others. If an ordinance, law, rule, ruling or regulations is enacted that prohibits the use of the Premises for any one or more of the purposes for which they are hereby leased, and if a court of competent jurisdiction requires that Lessee alter or cease their ordinary and customary business operations, then in that event, at the option of the Lessee, this lease shall terminate and all liability hereunder shall cease from and after the date such prohibition becomes effective, any and rent or other consideration paid in advance by Lessee shall be apportioned and refunded to Lessee.

ARTICLE VIII CASUALTY

(1) Insured Casualty. If all or any substantial portion of the Premises are damaged or destroyed by any means, including without limitations, acts of terrorism, fire, earthquake, flood, or other acts of God covered by insurance, then Lessor shall have the option to either elect to repair and restore such damage or destruction as soon as reasonably possible after the occurrence of such casualty and the making available of such insurance proceeds for such purpose, or Lessor may elect to terminate this Lease upon written notice to Lessee. If Lessor elects to repair and restore the Premises, Lessor shall use its diligent efforts to commence and complete such repair and restoration of the Premises, subject to Article VIII(5) hereof.

(2) Uninsured Casualty. If the Premises are damaged or destroyed by any means, including without limitations, acts of terrorism, fire, earthquake, flood, or other acts of God not covered by insurance, Lessor shall have the option to repair and restore the Premises or to terminate this Lease upon written notice to Lessee.

(3) Reconstruction Duties. If Lessor elects to repair and restore the Premises in accordance with the terms hereof, Lessor shall do so such that the Premises are in substantially the same condition as they were prior to such casualty, and Lessor shall do so in accordance with applicable laws, codes and ordinances.

(4) Release from Liability. Upon termination of this Lease due to a casualty in accordance with the terms of this Article VIII, Lessor and Lessee shall be released from further obligations to each other hereunder, except for any obligations and liabilities that existed prior to such casualty.

(5) Abatement of Rent. In the event of Lessor's repair and restoration of the Premises in accordance with this Article VIII, the rent otherwise due hereunder shall temporarily be abated proportionately to the degree to which Lessee's use of the Premises is impaired by such casualty. Such rent abatement shall commence upon the occurrence of such casualty and shall continue until Lessor makes the Premises available to Lessee in it substantially complete form. Lessee shall continue to operate its business on the Premises after such casualty to the extent that such continued operation is practical as a matter of prudent and reasonable business judgment.

ARTICLE IX INSPECTION

Lessor may, during the term of this Lease and at reasonable times and during usual business hours, enter to view the Premises to ensure compliance with the terms of this Lease, to show the Premises to others, and within two months prior to the expiration of term and any renewal thereof, to affix to any exterior and interior parts of the Premises notices and signs for letting the Premises without Lessee's hindrance or interference.

ARTICLE X RIGHTS UPON DEFAULT

(1) Defaults/Remedies. If Lessee shall neglect or fail to perform or observe any of the promises or covenants contained in the Lease, or if Lessee shall fail to make any payment of any rental, property taxes or other sums herein agreed to be paid as and when due, or if Lessee shall fail to make payment of any rental, property taxes, or other sums herein agreed to be paid as and when due, or if Lessee shall be adjudicated bankrupt or insolvent according to law or shall make an assignment for the benefits of creditors, or if Lessee shall cease to continuously operate the Premises for its intended and permitted purpose, or if Lessee shall abandon the Premises or if Lessee shall encumber or suffer the encumbrance of all or any portion of the Premises, including the improvements, then and in any of said circumstances, Lessor may; (i) lawfully enter into and upon and retake the Premises, or any part thereof, and expel Lessee and those claiming a right to use or access the Premises through or in connection with Lessee without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant; (ii) require Lessee to pay all remaining amounts due hereunder to the greatest extent permitted by applicable law without terminating this Lease, (iii) terminate this Lease, and/or (iv) seek any other right or remedy available to Lessor under applicable law. All rights, options and remedies of Lessor contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver of any default of Lessee hereunder shall be implied from any acceptance by Lessor of any rent or other payments due hereunder or any omission by Lessor to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waiver. The consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar acts by Lessee.

(2) Lessee Indemnity Upon Termination. If Lessor elects to terminate this Lease due to Lessee's default, Lessee covenants and agrees to indemnify Lessor against all loss of rent which Lessor may suffer by reason of such termination during the residue of the term above specified.

(3) Lessor Default. Upon a default hereunder by Lessor, Lessor shall have at least thirty (30) days after written from Lessee to cure such default. Subject to Lessor's cure rights, Lessee shall be entitled to pursue any and all remedies available to it under applicable Alaska law. Lessee's rights against Lessor for a Lessor default, however, are expressly limited to Lessor's interest in the Premises and/or the tenant improvements deposit, if any.

ARTICLE XI ATTORNEY'S FEES

In the event of default by either party as to any one or more of the provisions of this Lease, the prevailing party shall be entitled to reasonable attorney's fees and associated costs in enforcing its rights hereunder.

ARTICLE XII HOLD OVER

Notwithstanding any provision of law or any judicial decision to the contrary, no notice shall be required from either party to terminate the term of this Lease, or of any renewal thereof, on the expiration date specified in this Lease, and anything herein contained or implied to the contrary notwithstanding, a holding over beyond the expiration of the term of this Lease shall give rise to a tenancy from month to month only. During such month-to-month tenancy, the amount of rental shall automatically increase to double the amount of rental then due hereunder.

ARTICLE XIII NOTICES

All Notices provided for in this Lease shall be sent by certified mail, return receipt requested or by hand delivery as follows:

To Lessor: WW Enterprise, LLC
725 Friars Way
Fairbanks, Alaska 99709

To Lessee: Aurora Plastic Surgery, LLC
Attn: Dr. Christopher Jensen
2485 Chief William Dr., Suite 100
Fairbanks, Alaska 99709

Or to such other address as either party may in writing direct.

ARTICLE XIV LESSEE'S COVENANTS/"TRIPLE NET LEASE"

Lessee hereby agrees and covenants that during the term of the Lease, renewal of such term, to:

(1) Utilities. Pay when due any and all utility charges for utilities and utility services consumed or used by Lessee in connection with the Premises.

(2) Insurance. Maintain, at Lessee's sole expense, good and adequate general liability insurance on all personal property and improvements (for full replacement value thereof), insurance for public liability for damage of property and bodily injury and death, business income coverage, and liability for all business operations with all policies designating Lessee as the named insured and Lessor an additional insured in amounts and with insurance companies acceptable to Lessor. Lessee shall provide evidence of such insurance to Lessor in the form of a certificate of insurance. The public liability insurance shall include coverage of at least one million dollars (\$1,000,000) for each occurrence, one million dollars (\$1,000,000) for injury to any one individual, one million (\$1,000,000) for damage to property, and two million dollars (\$2,000,000) aggregate. Insurance must be provided by an insurance company having an A.M. Best's rating of A (Excellent) V or better. If the liability insurance carrier is an Alien Non-Admitted Insurer or Underwriters at Lloyd's, the Lloyd's Syndicate must be on the National Association of Insurance Commissioners (NAIC) Quarterly Listings of eligible surplus lines insurers. Certificates of insurance shall be provided to Lessor at the commencement of this lease or as soon as practicable.

Workers Compensation Insurance shall be maintained by Lessee as required in the State of Alaska. This insurance shall also provide Employers' Liability. The Employer's Liability policy shall have a minimum statutory limit of \$1,000,000 per accident or disease. Lessee shall provide a certificate of insurance with a "Waiver of Subrogation" in favor of the landlord.

If business auto operations are conducted on the premises, Lessee shall provide an Auto Policy, with minimum liability limits of \$1,000,000 Combines Single Limit for Bodily Injury and Property Damage, including Non-Owned Auto coverage arising from the use of employees' vehicles. A certificate of insurance naming the landlord as an "Additional Insured" shall be provided if an auto policy is required.

(3) Real Property Taxes and Assessments. Pay before delinquency any and all real and personal property taxes assessed against the Premises and improvements thereon or against the personal property located thereon.

(4) Other Costs. Lessee shall also pay all other costs and expenses related to the use of the Premises and the operation of its business on the Premises, as though Lessee were the owner of Premises. This is to include Management Fees, if any. It is intended that the rents paid to Lessor hereunder shall be absolutely net of all other costs and expenses to Lessor.

ARTICLE XV PRESCRIPTIVE RIGHTS AND EASEMENTS

Lessee, at its sole costs, agrees to prevent third parties from gaining or asserting prescriptive rights and easements over the Premises during the term of this Lease, including any renewals of such term.

ARTICLE XVI NOTICE REGARDING ABSENCE FROM PREMISES

Lessees shall provide notice to Lessors' agent, or if he is not available, to Lessors, if the demised premises are to be unoccupied for three (3) or more consecutive days between October 1st and May 1st. Lessees shall provide similar notice should the premises be unoccupied for seven (7) or more consecutive days between May 2nd and September 30th.

ARTICLE XVI HOLD HARMLESS AND INDEMNIFICATION

Lessee shall indemnify, defend and hold harmless Lessor from and against any and all liability, claims, demands, causes of action, judgments, costs, expenses, and all losses and damages for bodily injury, death and property damage arising from any activity in the Premises even if resulting from the negligent act or omission (but not willful misconduct), of any of the Lessor Protected Parties, and from all costs, reasonable attorneys' fees and disbursements, and liabilities incurred in the defense of any such claim. Upon notice from Lessor, Lessee shall defend any such claim, demand, cause of action or suit at Lessee's expense by counsel satisfactory to Lessor in its reasonable discretion, or as designated by Lessee's insurer. The provisions of this subsection (a) shall survive the expiration or earlier termination of this Lease.

ARTICLE XVII BINDING EFFECT

The covenants and agreements contained in the foregoing Lease are binding upon the parties hereto and their respective heirs, personal representatives, administrators, successors, legal representatives, and assigns.

ARTICLE XVIII CHOICE OF LAW

This Lease shall be governed by the laws of the State of Alaska and by the applicable laws of the United States of America.

ARTICLE XIX CONSTRUCTION AND INTERPRETATION

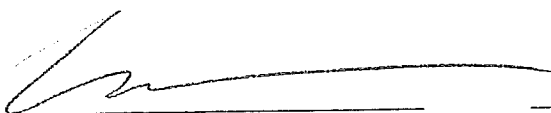
This Lease shall not be construed in favor of either Lessor or Lessee regardless of who prepared the same. Whenever the terms "hereof," "hereby," "herein," or words of similar import are used herein they shall be construed as referring to this Lease in its entirety rather than to a particular section or provision. References to Sections and Exhibits refer to the sections of, and exhibits to, this Lease. Whenever the term "including" is used herein, it shall be interpreted as meaning "including, but not limited to."

ARTICLE XX WAIVER OF JURY TRIAL

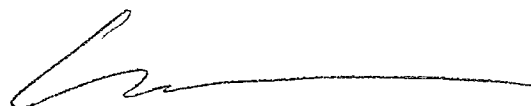
Lessor and Lessee waive the right to trial by jury in any action, proceeding or counterclaim involving any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Premises or involving the right to any statutory relief or remedy.

Lessee hereby waives the right to interpose any counterclaim of any nature in any summary proceeding or other action or proceeding instituted by Lessor against Lessee, or in any action instituted by Lessor for unpaid Rent, Additional Rent or other amounts due under this Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this 1st day of June, 2014, at Fairbanks, Alaska.



Christopher Jensen
WW Enterprise, LLC
LESSOR



Christopher Jensen
Aurora Plastic Surgery, LLC
LESSEE