

500 L Street, Suite 500  
Anchorage, Alaska 99501  
Telephone: (907) 677-3600  
Facsimile: (907) 677-3605  
www.alaskalaw.pro

**SEDOR WENDLANDT EVANS FILIPPI**

Attorneys at Law

Allen F. Clendaniel  
William J. Evans  
Lea E. Filippi  
Carolyn Y. Heyman-Layne  
John M. Sedor  
John C. Wendlandt

March 31, 2017

Alexandria Hicks, MPH  
State of Alaska, Department of Health & Social Services  
Certificate of Need Program  
3601 C Street, Suite 978  
Anchorage, AK 99503

Re: Alaska Commons Surgery Center CON Exemption Request  
Our File No. 7227-0001

Dear Ms. Hicks:

We represent Alaska Commons Surgery Center, LLC, which is seeking an exemption from the Alaska Certificate of Need requirement for a new ambulatory surgery center project located in Anchorage, Alaska. This project utilizes a currently existing facility, as described further in the enclosed materials. My client prepared a Request for Determination of Exemption, which is enclosed herein.

We believe that this application includes all of the necessary information for your office to make a determination, but we are happy to provide more information upon request. If you have any questions about this submission, please do not hesitate to contact me or the managing member of the project, Lee Marek, DPM. We look forward to hearing from your office regarding this matter.

Sincerely,  
SEDOR WENDLANDT EVANS & FILIPPI, LLC



Carolyn Heyman

enclosures

cc: Lee Marek, DPM

Via Hand Delivery

# Alaska Commons Surgery Center

Request for Determination of  
CON Exemption

This document is for the sole use of the intended recipient(s) and contains information which is confidential and/or legally privileged. If you are not the intended recipient, please notify the sender.

Alaska Commons Surgery Center, LLC  
235 E. 8th Ave, Suite 3A  
Anchorage, AK 99501

Alexandria Hicks, MPH  
DHSS Certificate of Need Program  
3601 C St. Suite 978  
Anchorage, AK 99503

RE: Request for Determination of CON Exemption - Alaska Commons Surgery Center, LLC

Dear Ms. Hicks,

I am pleased to represent Alaska Commons Surgery Center, LLC in our application for Request for Determination of Exemption for a new ambulatory surgery center here in Anchorage. This project will be a single operating room facility co-located with Alaska Eye Surgery and Laser Center, Inc. This concept is in accordance with CMS guidelines for temporally separate ASC's that share the same location and closely follows the DHSS decision of March 12, 2013 regarding Alaska Heart Institute and the 2016 decision regarding Muldoon ASC LLC.

Since we will be sharing the base equipments and tenant improvements of Alaska Eye Surgery and Lasik Center, Inc, we have estimated our costs for this project based on the ratio of 1/7th of Alaska Eye Surgery and Laser Center, Inc's tenant improvements, base equipment and 2 year lease costs, and added equipment costs that are specific to Alaska Commons Surgery Center, LLC and its different surgery specialties. This is based on Alaska Commons Surgery Center, LLC operating a maximum of one day per week and Alaska Eye and Laser Center, Inc operating a maximum of six days per week.

We are including exhibits that were shared with us by Alaska Eye Surgery and Laser Center, Inc and Eric Coulter, MD which are directly from their submission to DHSS.

Our total expenditures are estimated at \$571,108 and are below the threshold of \$1,500,000, the cap set for exemption in accordance with AS 18.07.031.

## PROJECT COSTS

### ESTIMATE OF COSTS FROM DR ERIC COULTER SUBMISSION OF 2010

- Value of property (land and building) to be used for activity, present and future.
  - a. Age of building - 31 years.
  - b. Significant improvements to building since 2010 purchase - none.
  - c. Square Footage of Proposed Facility - 2,475 square feet.
  - d. Square Footage of Building - 4,877 square feet.
  - e. Value of Building based upon purchase price - \$470,000.
  - f. Value of Proposed Facility based in proportion to Building - \$238,517
- Total cost of leasehold improvements (demolition, construction, fixtures, improvements):
  - a. As per architectural plans: \$574,750
- Total cost of medical equipment and office equipment.

- a. Cost of Medical Equipment \$218,693
    - See attached list
  - b. Office equipment
    - Office furniture \$2,800
    - Computers \$1,800
    - Miscellaneous \$1,200
- Total equipment cost \$224,493
- Architect's Fees (Rohde and Associates): \$58,500
  - Total Project Cost - \$1,096,260 x 1/7 = \$156,608

#### ADDITIONAL COSTS

Equipment Costs (C-Arm, Pain Table, Printer).	\$84,500
Equipment Shipping	\$5,000
Lease Costs	\$300,000
Security Deposit	\$25,000
<b>TOTAL COSTS.</b>	<b>\$571,108</b>

While we will not be doing any additional modifications to the physical plant, we are including a certified estimate in accordance with 7 AAC 07.031 (b) 2.

This project will be ready for inspection and licensure by DHSS on or about May 1, 2017.

If you have any questions please feel free to call

Sincerely,

  
 Lee Marek, DPM  
 Managing Member

**SUBLEASE**

**BASIC SUBLEASE INFORMATION**

**ALASKA EYE SURGERY AND LASER CENTER, INC  
COMMERCIAL LEASE**

Anticipated Commencement Date: May 1, 2017

Expiration Date: May 1, 2018

Anticipated Rent Commencement Date: May 1, 2017

Landlord's Name: Alaska Eye Surgery and Laser Center, Inc  
Landlord's Address: 235 East 8th Ave, Suite 3A  
Anchorage, AK 99501

Tenant's Name: Alaska Commons Surgery Center, LLC  
Tenant's Address: 235 East 8th Ave, Suite 3A  
Anchorage, AK 99501

Address of Premises: 235 East 8th Ave, Suite 3A  
Anchorage, AK 99501

Description of Premises: Approximately 2262 rentable square feet of a single tenant building located at 235 East 8th Ave, Suite 3A, Anchorage, AK 99501

Term: One (1) year, from Rent Commencement Date and ending on Expiration Date.

Monthly and Annual Base Rent:	<u>Yr.</u>	<u>Rate</u>	<u>Montly.</u>	<u>Anually</u>
1	\$11.05		\$25,000	\$300,000

Right of First Refusal to Lease: Tenant shall be granted one (1) time Right of First Refusal to Lease the premises.

Security Deposit: \$25,000 to be paid upon lease execution.

Tenant Improvement Allowance: Not applicable.

Permitted Use: Surgery Center

Exhibits: A - Legal Description and Floor Plan of Building  
B - Tenant Design Build-Out

The foregoing Basic Lease Information is hereby incorporated into and made a part of this Lease. Each reference in this Lease to any of the above terms shall mean the respective information set forth opposite said term shall be construed to incorporate by reference of all the

terms provided under the particular Section of this LEase pertaining to said information. In the event of any conflict between the Basic Lease Information and the Lease, the latter shall control.

## SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease") is effective the date the Sublessee receives State Licensure to conduct and maintain an Ambulatory Surgical Facility by the Alaska Department of Health and Social Services by and between the Alaska Eye Surgery and Laser Center, Inc., an Alaskan corporation ("Sublessor") and Alaska Commons Surgery Center LLC ("Sublessee").

### RECITALS

Sublessor, as Lessee, is a party to the Professional Office Lease dated January 1, 2010 (the "Master Lease"), with Parallel Sixty One, LLC, an Alaskan limited liability company ("Master Landlord"), as Lessor for that certain premises located at 235 East 8th Avenue, Suite 3A, Anchorage, Alaska (the "Leased Premises"). Sublessor desires to sublease and Sublessee desires to sublease a portion of the Leased Premises as hereinafter described.

FOR AND IN CONSIDERATION of the covenants, conditions, and agreements hereinafter set forth to be kept and performed by Sublessee, the parties enter into this Sublease.

1. Subleased Premises. Sublessor hereby leases to Sublessee and Sublessee hereby leases from Sublessor a portion of the Leased Premises, as more particularly shown in the cross hatched section identified on Exhibit A, attached hereto and incorporated herein by reference (the 2,262 square foot "Subleased Premises").

Included in the Subleased Premises is an outpatient surgery suite with one operating room, pre-operative/PACU area and a reception area for use one (1) day a week, FRIDAYS only or Saturdays in place of Friday with prior written permission and at least 14 business days' prior written notice. Sublessee agrees that Sublessor is providing and Sublessee is leasing the Subleased Premises on an "as is with all faults" basis and that Sublessee is not relying on any representations or warranties of any kind whatsoever, express or implied, from Sublessor as to any matters concerning the Subleased Premises.

2. Term. The term of this Sublease shall be one day a week (FRIDAYS) only for the term of one year, commencing on the date the Sublessee receives notice of licensure from the State of Alaska, Department of Health and Human Services for a licensed Ambulatory Surgical Facility bearing the same name as the Sublessee. Either party may terminate this Sublease prior to expiration of the Term WITH CAUSE upon NINETY (90)days advance written notice to the other party. If Sublessee does not receive an exemption from the Certificate of Need requirement or licensure from the State of Alaska as described herein, this lease shall be deemed null and void.

RENEWAL OPTIONS. THE SUBLESSOR GRANTS THE SUBLESSEE THREE (3) ONE-YEAR RENEWAL OPTIONS. DURING EACH ONE -YEAR OPTION, THE RENT SHALL INCREASE 3% ANNUALLY. EACH PARTY MAY TERMINATE THE SUBLEASE PRIOR TO EXPIRATION OF THE OPTION YEAR UPON NINETY (90) DAYS ADVANCE WRITTEN NOTICE TO THE OTHER PARTY. THIS SUBLEASE SHALL AUTOMATICALLY RENEW FOR EACH OF THE THREE OPTION TERMS, IF NEITHER PARTY TERMINATES.



3. Surrender of the Subleased Premises. Sublessee shall upon the expiration or termination of this Sublease surrender the Subleased Premises in the same condition as when first occupied by Sublessee, reasonable wear and tear excepted. Should the Sublessee fail to surrender the Subleased Premises upon the expiration of the Term, Sublessee shall pay as rent during any such holdover period, rent at the rate of 150% of the monthly Base Rent amount.

4. Rent and Other Charges. During the Term, Sublessee shall pay Sublessor, on or before the first (1<sup>st</sup>) day of each month base rent in the amount of \$25,000 ("Base Rent") and all applicable rental taxes and charges. Included in Base Rent are surgical instruments, utilities to as listed in Schedule A and medical equipment as listed in Schedule B currently located in the Subleased Premises. Specifically excluded from Base Rent and at no times to be utilized are all equipment specific to ophthalmologic procedures. Excluded items include excimer and femtosecond lasers, all LASIK and refractive surgery materials and equipment, all cataract and phacoemulsification machines, intraoperative aberrometers, all consigned intraocular lenses and implants, ophthalmologic suture, ophthalmologic surgical packs, intravenous materials and materials in the sterile hall surgical storage area. Employee wages, disposables, pharmaceuticals, and implants are excluded from Base Rent and are not to be provided by the Sublessor or Master Landlord. In addition, Sublessee shall pay to Sublessor with the payment of monthly Base Rent all rent taxes, gross proceed taxes, sales taxes, or the like now or hereafter levied or assessed by any federal, state, municipal, or local government authority upon the Subleased Premises. In addition, Sublessee agrees to pay as additional rent upon demand its pro rata share of any regulatory fees, or any other costs levied, assessed, or imposed by, or at the direction of, or resulting from statutes or regulations, or interpretations thereof, promulgated by any federal, state, municipal, or local government authority in connection with the use or occupancy of the Subleased Premises. The Base Rent and all other charges, applicable taxes, fees, etc., described in this paragraph will be collectively referred to hereafter as "Rent."

5. Security Deposit and First Month's Rent. Upon the execution of this Sublease, Sublessee shall pay to Sublessor the amount of Fifty Thousand Dollars (\$50,000) as a security deposit, plus the amount of Twenty-Five Thousand Dollars (\$25,000) for the first month's advance Rent.

6. Repairs, Alteration, Additions, Improvements. Sublessee shall, at Sublessee's sole cost and expense, maintain and repair the Subleased Premises, and keep the same in good condition. Sublessee shall not make or allow to be made any alterations or physical additions in or to the Subleased Premises without obtaining the prior written consent of Sublessor and Master Landlord, which such consent is subject to the Master Landlord's sole discretion. Sublessor and Master Landlord's right of consent shall encompass plans and specifications for proposed alterations or additions, construction means and methods, the identity of any contractor or subcontractor (which shall be selected by Sublessee from an approved list provided by Master Landlord) to be employed on the work of alterations or additions, the time for performance of such work, and such other documents, information and materials. Sublessee shall, within 7 days, repair, at its sole cost, risk, and expense, any and all damage caused to the Leased Premises or by removal of Sublessee's movable equipment or furniture and such other alterations and additions as Sublessee shall be allowed or required to remove from the Leased Premises by Master Landlord. Sublessee shall be required to provide Sublessor and Master Landlord with "as built" plans and specifications for any alteration or addition.

7. Mechanics' and Materialmen's Liens. Sublessee shall not permit any mechanics' or materialmen's liens to be filed against the Leased Premises. In the event

any such lien is filed, Sublessee shall cause it to be discharged within ten (10) days and, upon Sublessee's failure to do so, Sublessor or Master Landlord shall have the right to discharge such lien and to be reimbursed by Sublessee for the cost thereof plus fifteen percent (15%) administrative fee, which reimbursement shall be required by Sublessee upon Sublessor's or Master Landlord's demand. Sublessee shall indemnify, defend, protect, and hold Sublessor and Master Landlord harmless of and from any and all loss, cost, damage, injury, or expense, including attorneys' fees, arising out of or in any way related to such liens.

8. Obligation under Master Lease. Sublessee agrees to comply with all the terms and conditions required by Sublessor under of the Master Lease and shall not do anything that would constitute a breach or default of Sublessors obligations under the Master Lease.

9. Indemnity. Sublessee shall indemnify, defend, protect, and hold Sublessor and Master Landlord (and their respective agents and employees) harmless of, from and against any and all loss, cost, damage, injury, or expense to the extent of Sublessee's liability arising out of or related to claims of injury to or death of persons, damage to property occurring or resulting directly or indirectly from the use or occupancy of the Subleased Premises or activities of Sublessee, or any of Sublessee's agents, contractors, employees, or invitees, in or about the Subleased Premises, and Sublessee's use, storage, and disposal of Hazardous Materials as defined in Paragraph 15 below, such indemnity to include, but without limitation, the obligation to provide any and all costs of defense against such claims. Sublessee, as a material part of the consideration to Sublessor and Master Landlord, hereby assumes all risk of damage to property or injury to persons in, upon, or about the Leased Premises arising from any cause, other than the sole negligence or willful misconduct of Sublessor or Master Landlord, and Sublessee hereby waives all claims in respect thereto against Sublessor and Master Landlord. The foregoing indemnity shall survive the expiration or earlier termination of this Sublease.

10. Change in Control. A change in the control of Sublessee shall constitute an assignment requiring Sublessor's and Master Landlord's consent. Notwithstanding the foregoing, changes in the identities of the shareholders of Sublessee with corresponding changes in the percentage interests of shareholders of Sublessee in the ordinary course of Sublessee's business shall not be deemed to be a change in control for this purpose. A transfer of fifty-one percent (51%) or more of shares of Sublessee shall constitute needed consent for a written assignment from Master Landlord and Sublessor.

11. Use. Sublessee shall use the Subleased Premises for an out-patient ambulatory surgical facility and no other use. Sublessee shall have exclusive use of the Subleased Premises and equipment when being used by the Sublessee pursuant to the provisions of Section 1.

12. No Assignment. Sublessee shall not be permitted to assign this Sublease or sublet the Subleased Premises without the prior written consent of both Sublessor and Master Landlord, such consent shall be at Master Landlord's and Sublessor's sole discretion.

13. Insurance. Sublessee agrees to maintain insurance on the Subleased Premises as required under Article 20 of the Master Lease. On or prior to the execution of this Sublease, Sublessee shall provide to Sublessor a certificate of insurance: minimal requirements being \$1,000,000 liability insurance and as written evidence of Sublessee's commercial property insurance on the Subleased Premises. Sublessee shall obtain a written obligation on the part of each insurance underwriter to notify Sublessor and Master Landlord in writing at least thirty (30) days prior to any

cancellation thereof. All such policies shall also name Sublessor and Master Landlord as additional insureds and loss payees. Sublessee shall, at Sublessor's request from time to time, provide Sublessor with current certificates of insurance evidencing Sublessee's compliance with this paragraph.

14. Compliance with Laws and Insurance Standards. Sublessee shall not occupy or use, or permit any portion of the Subleased Premises to be occupied or used, for any business or purpose which is disreputable or productive of fire or other hazard, or permit anything to be done which would in any way increase the rate of the fire insurance coverage on Leased Premises or its contents. If Sublessee does or permits anything to be done which shall increase the cost of any insurance policy required to be carried hereunder, then Sublessee shall reimburse Sublessor (or Master Landlord, whichever applies), upon demand, for any such additional premiums. Sublessor (or Master Landlord) shall deliver to Sublessee a written statement setting forth the amount of any such insurance cost increase or increases and showing in reasonable detail the manner in which each such increase has been computed. Sublessee shall comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal or promulgated by other agencies or bodies having or claiming jurisdiction) related to the use, condition or occupancy of the Leased Premises. Sublessee shall not, in its use or occupancy of the Subleased Premises, create, require, or cause imposition of any requirement by any public authority for structural or other upgrading of or improvement to the Leased Premises.

15. Representations and Warranties.

(a) Sublessee represents and warrants that at the time of its signing this Lease, it has obtained all licenses, certifications, and permits required under applicable law for the delivery of healthcare services at the applicable Leased Premises.

(b) Sublessee represents and warrants that all persons performing medical and healthcare services in a Leased Premises under this Sublease are licensed, certified, or permitted, under applicable state law of the state in which such services are to be provided, to perform the medical or healthcare services provided in the Leased Premises. Sublessee shall adopt and implement a credentialing program consistent with the industry standards covering all licensed practitioners performing health care services at the Leased Premises.

(c) Sublessee represents and warrants that all persons performing medical or healthcare services in a Leased Premises under this Sublease will maintain, at no cost to Sublessor, any license, certification, or permit required under the applicable state law for each state in which such person performs medical and healthcare services.

(d) Sublessee represents and warrants that all personnel performing services in the Leased Premises under this Sublease will provide services within the scope of their applicable license, certification, or as permitted by applicable state law. Sublessee further represents and warrants that physicians licensed under applicable state law for each state in which any non-physician personnel will perform services in the applicable Leased Premises will be supervising the non-physician personnel where such supervision is required by applicable state law.

(e) Sublessee covenants that any health care provider performing medical and related services in the Leased Premises under this Sublease will fully and properly disclose to their patients, to the extent required by applicable law, any financial interest that the health care provider has in an entity to which that health care provider refers the patient.

(f) The parties covenant to maintain any books, records, patient charts, patient files, or any other document containing protected health information as defined in regulations to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), at 45 C.F. R. 18 §164.501, as amended, in accordance with all applicable laws, regulations, ordinances, statutes, and rules.

(g) The parties warrant that each agent, employee, and representative performing medical and related services under this Sublease understands the requirements and obligations required of a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and under all applicable federal and state healthcare fraud and abuse laws including, but not limited to, the federal Anti-kickback Statute and the Stark law. Each party's agents, employees, and representatives performing medical and related services under this Sublease shall use reasonable efforts to maintain any protected health information orally conveyed by a patient while in the Leased Premises. Each party further covenants that each agent, employee, and representative performing medical and related services under this Sublease undergoes training or education on the requirements and obligations of the party under HIPAA and under all applicable federal and state healthcare fraud and abuse laws including, but not limited to, the federal Antikickback Statute and the Stark law prior to beginning an assignment at the applicable Leased Premises and periodically thereafter.

(h) Sublessee represents and warrants that neither it, nor its agents, employees, or representatives, is currently excluded, debarred, suspended, or otherwise ineligible to participate in Medicare, Medicaid, or any other federal health care program. Further, Sublessee covenants not to act, or permit its agents, employees, and representatives to act, in any way that will reasonably result in the exclusion, debarment, suspension, or other action making Sublessee, or any agent, employee, or representative of Sublessee, ineligible to participate in Medicare, Medicaid, or any other federal health care program. Sublessee covenants to notify Sublessor immediately of any threatened, proposed, or actual exclusion from Medicare, Medicaid, or any other federal health care program.

(i) Sublessee covenants to notify Sublessor, in writing within thirty (30) days, of the receipt of any letter, notice, correspondence or pleading that asserts or makes any Claim against the Sublessee or its agents, employees, and representatives, whether sounding in liability or medical malpractice, arising out of or related to the operations or provision of services in the Leased Premises. Sublessee further covenants to notify Sublessor, in writing within fifteen (15) days of the receipt of any letter, notice, correspondence or pleading that informs Sublessee, or its agent, employees, or representatives, of any pending matter to take action against, suspend or revoke, whether permanently or temporarily, any license, certification, permit or other authorization required of the Sublessee, its agents, employees or representatives to conduct operations or provide services in the Leased Premises.

(j) Sublessee represents and warrants that Sublessor, in its capacity under this Sublease, is not Sublessee's "Business Associate," as that term is defined in HIPAA regulations.

(k) Sublessee represents that the space and equipment rented does not exceed that which is reasonably necessary to accomplish the commercially reasonable business purpose of this Sublease, and that the space and equipment has been rented to Sublessee at fair market value without taking into account the volume or value of any referrals.

(l) Sublessee shall ensure that the prices it charges to customers for all health care services do not exceed the prices for such services that Sublessee posts at the Leased Premises. Sublessee shall also ensure that the prices it charges to third-party payors are consistent with the terms of Sublessee's agreements with such payors and applicable law.

16. The parties agree that this Sublease is intended to comply with all state and federal laws, regulations, and policies including, but not limited to the Anti-Kickback Statute (42 U.S.C. Section 1320a-7b(b)) and the regulations promulgated thereunder, and the Ethics in Patient Referrals Act (42 U.S.C. Section 1395nn) (also known as "Stark") and the regulations promulgated thereunder (collectively, the "Health Care Laws"). If any provision of this Sublease is believed by either party in good faith to be materially in violation of the Health Care Laws, the parties shall attempt in good faith to amend this Sublease, if possible, to conform to the Laws. If the parties are unable to agree on any such amendment, or if it is not possible to amend the Sublease to comply with the Laws, then either party may terminate this Sublease.

#### 17. Hazardous Materials.

(a) As used herein, the term "Hazardous Material" shall mean any substance or material which has been determined by any state, federal, or local governmental authority to be capable of posing a risk of injury to health, safety, or property, including all of those materials and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the U.S. Food and Drug Administration, the department of environmental quality or similar government agency of the state, county, or municipality where the Leased Premises are located, or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment.

(b) Sublessee agrees not to introduce any Hazardous Material in, on, or adjacent to the Leased Premises or in, on, or adjacent to the Leased Premises without (i) obtaining Master Landlord's prior written approval with such approval being at Master Landlord's sole discretion, (ii) providing Master Landlord with thirty (30) days prior written notice of the exact amount, nature, and manner of intended use of such Hazardous Materials, and (iii) complying with all applicable federal, state, and local laws, rules, regulations, policies, and authorities relating to the storage, use, disposal, and clean-up of Hazardous Materials, including, but not limited to, the obtaining of all proper permits. Notwithstanding the foregoing to the contrary, Sublessee shall be permitted to bring on to the Leased Premises reasonable amounts of typical cleaning and medical and office supplies, which may contain Hazardous Material, so long as

such supplies are used and disposed of in accordance with all applicable laws.

(c) Sublessee shall immediately notify Sublessor and Master Landlord of any inquiry, test, investigation, or enforcement proceeding by, against, or directed at Sublessee or the Leased Premises concerning a Hazardous Material. Sublessee acknowledges that Master Landlord shall have the right, at its election, but through no obligation, in its own name or as Sublessee's agent, to negotiate, defend, approve, and appeal, at Sublessee's expense, any such action taken or order issued with regard to a Hazardous Material by any applicable governmental authority.

(d) If Sublessee's storage, use, or disposal of any Hazardous Material in, on, or adjacent to the Leased Premises results in any contamination of the Leased Premises, the soil, surface or groundwater thereunder, or the air above and around the Leased Premises (i) requiring remediation under federal, state, or local statutes, ordinances, regulations, or policies, or (ii) at levels which are unacceptable to Master Landlord, in Master Landlord's sole and absolute discretion, Sublessee agrees to clean-up the contamination immediately, at Sublessee's sole cost and expense. Sublessee further agrees to indemnify, defend, and hold Sublessor and Master Landlord harmless from and against any claims, suits, causes of action, costs, damages, loss, and fees, including attorneys' fees and costs, arising out of or in connection with (i) any clean-up work, inquiry, or enforcement proceeding relating to Hazardous Materials currently or hereafter used, stored, or disposed of by Sublessee or its agents, employees, contractors, or invitees on or about the Leased Premises, and (ii) the use, storage, disposal, or release by Sublessee or its agents, employees, contractors, or invitees of any Hazardous Materials on or about the Leased Premises.

(e) Notwithstanding any other right of entry granted to Sublessor and Master Landlord under this Sublease, Sublessor and Master Landlord shall have the right to enter the Subleased Premises or to have consultants enter the Subleased Premises throughout the Term at reasonable times and upon not less than twenty-four (24) hours advance notice for the purpose of determining: (i) whether the Subleased Premises are in conformity with federal, state, and local statutes, regulations, ordinances, and policies, including those pertaining to the environmental condition of the Subleased Premises; (ii) whether Sublessee has complied with this Paragraph 15; and (iii) the corrective measures, if any, required of Sublessee to ensure the safe use, storage, and disposal of Hazardous Materials. Sublessee agrees to provide access and reasonable assistance for such inspections. Such inspections may include, but are not limited to, entering the Subleased Premises with machinery for the purpose of obtaining laboratory samples. Sublessor and Master Landlord shall not be limited in the reasonable number of such inspections during the Term. If such consultants determine that Sublessee has caused the Subleased Premises to be contaminated with Hazardous Material or in violation of any applicable environmental law, Sublessee shall, in a timely manner, at its expense, remove such Hazardous Materials or otherwise comply with the recommendations of such consultants to the reasonable satisfaction of Master Landlord and any applicable governmental agencies. If Sublessee fails to do so, Master Landlord, at its sole discretion, may, in addition to all other remedies available to Master Landlord under this Sublease and at law and in equity, cause the violation and/or contamination to be remedied at Sublessee's sole cost and expense. The right granted to Sublessor and Master Landlord herein to inspect the Subleased Premises shall not create a duty on Sublessors or Master Landlord's part to inspect the Subleased Premises, or liability of Sublessor or Master Landlord for Sublessee's use, storage, or disposal of Hazardous Materials, it being understood that Sublessee shall be solely responsible for all liability in connection therewith.

(f) Sublessee's obligations under this Paragraph 15 and all indemnification obligations of Sublessee under this Sublease shall survive the expiration or earlier

termination of this Sublease.

18. Default. Except as otherwise provided in the Master Lease, Sublessee's failure to perform any of its duties or obligations hereunder, upon five (5) days' prior written notice from Sublessor, shall be an event of default under this Sublease, including by not limited to: (1) failure to pay any Rent due and payable hereunder upon the date when payment is due; (2) failure to perform any obligation, agreement or covenant under this Sublease; (3) a general assignment by Sublessee for the benefit of creditors; (4) the filing of any petition in bankruptcy by Sublessee; (5) the appointment of a receiver to take possession of the assets of Sublessee's assets; (6) the attachment, execution, or other judicial seizure of all or substantially all of Sublessee's assets or the Subleased Premises; (7) the admission by Sublessee in writing of its inability to pay its debts as they become due; or (8) the voluntary or involuntary abandonment of the Subleased Premises for a period in excess of fifteen (15) business days.

Upon such default, Sublessor may, at its option, take one or more of the following actions: (a) terminate this Sublease; (b) without terminating the Sublease, enter and take possession of the Subleased Premises by any lawful means and remove Sublessee; (c) alter the locks at the Leased Premises; (d) cure such default itself and require that Sublessee immediately reimburse Sublessor for its expenses plus fifteen percent (15%) for administration fees; or (e) pursue whatever other remedies may be available to Sublessor against Sublessee under Alaska law. Sublessee waives any claims for damages by reason of Sublessors reentry, repossession, or alteration of the locks and for damages by reason of any legal process.

19. Right of Entry. After reasonable notice (except in emergencies where no such notice shall be required), Sublessor and Master Landlord, and their respective agents and representatives, shall have the right to enter the Subleased Premises to inspect the same, to clean, to perform such work as may be permitted or required hereunder or under the Sublease or Master Lease, to make repairs to or alterations of the Building

20. Subordination and Attornment. This Sublease and the rights of the Sublessee hereunder shall be subject to the Master Lease and the lien of any first mortgagee, first deed of trust or ground lease or any security instrument given by Master Landlord, now or hereafter placed upon, affecting or encumbering the Leased Premises or any part thereof or interest therein, and to any and all advances made there under, interest thereon or costs incurred pursuant thereto (with respect to mortgages or deeds of trust) and any modifications, renewals, supplements, consolidations and replacements thereof. Upon the request of Master Landlord or any ground lessor, first mortgagee or beneficiary under a first deed of trust, Sublessee shall be required to subordinate in writing its interests hereunder to the lien thereof and to agree in writing to attorn to Master Landlord, or to such ground lessor, mortgagee or deed of trust beneficiary. Without the consent of Sublessee, Master Landlord or the holder of any such mortgage or deed of trust or the beneficiary there under shall have the right to elect to subordinate this Sublease, such subordination to be effective upon such terms and conditions as Master Landlord, holder or beneficiary may direct which are not inconsistent with the provisions hereof. Notwithstanding any foreclosure or sale under any such mortgage or deed of trust (or deed in lieu thereof), this Sublease shall remain in full force and effect, Sublessee shall attorn to the purchaser at any such sale or foreclosure or the grantee of any such deed, and so long as Sublessee performs its obligations under this Sublease, Sublessee's possession of the Premises shall not be disturbed.

21. Estoppel Certificate. At Master Landlord's request, Sublessee shall execute estoppel certificates addressed to (a) any mortgagee or prospective mortgagee of Master Landlord; (b) any purchaser or prospective purchaser of all of any portion of, or



interest in, the Leased Premises; or (c) Master Landlord, on a form specified by Master Landlord, certifying as to such facts (if true) and agreeing to such notice provisions and other matters as such mortgagee(s) or purchaser(s) may reasonably require; provided, however, that in no event shall any such estoppel certificate require an amendment of the provisions hereof or otherwise affect or abridge Sublessee's rights hereunder and provided further that Sublessee shall have the right to alter any such estoppel certificate to reflect the true state of events and Sublessee's degree of knowledge concerning such events.

22. Attorneys' Fees. In the event Sublessor or Sublessee brings any legal proceeding to enforce any of the terms of this Lease, the prevailing party shall be entitled to an award of reasonable attorneys' fees, paralegals' fees and costs fixed by the court against the non-prevailing party.

23. Notices. Any notice required hereunder or desired to be sent by either party hereto to the other, shall be in writing and shall be served by personal delivery or by depositing such notice in the United States mail, certified, with certification and postage charges prepaid, properly addressed and delivered to the party to receive the same as follows:

As to Sublessor: Alaska Eye Surgery and Laser Center, Inc.  
Attn: Medical Director  
235 East 8<sup>th</sup> Avenue, Suite 3A  
Anchorage, AK 99501

As to Sublessee: Alaska Commons Surgery Center LLC  
Attn: Lee Marek  
235 E. 8<sup>th</sup> Street, Suite 3a  
Anchorage, AK 99501

All notices shall be deemed to have been given upon delivery, if hand delivered, or three (3) days after depositing the same for delivery in a United States Postal Service mail box or branch office established by the United States Postal Service, if mailed. Either party may designate a different person or entity or place to or at which notices shall be given by delivering a written notice to that effect to the other party, which notice shall be effective after the same is actually received by the other party.

24. Headings. Paragraph headings are for reference only and shall have no substantive meaning.

25. No Joint Venture. This Sublease shall not be deemed or construed to create or establish any relationship of partnership or joint venture or similar relationship or arrangement between Sublessor and Sublessee hereunder.

26. Time of the Essence. Time is of the essence of each and every covenant and condition herein contained.

27. No Recordation. Neither Sublessor nor Sublessee shall record this Sublease or a memorandum of this Sublease.

28. No Broker Fees. Sublessee represents and warrants to Sublessor and Master Landlord that it has not had any dealings with any broker or finder in connection



with this Sublease, and it knows of no person who is or might be entitled to a commission, finder's fee or other like payment in connection herewith. Sublessee does hereby indemnify and agree to defend and hold Sublessor harmless from and against any and all claims, liabilities and expenses that Sublessor may incur should such representation and warranty be incorrect. Sublessor agrees to defend, indemnify, and hold Sublessee harmless from any claims or liability to any broker or other person arising out of or relating to any agreement by Sublessor to pay a brokerage commission, finder's fee, or like payment to such broker or such person relating to the subleasing of the Subleased Premises

29. Authority to Execute. The parties hereto and the persons executing this Sublease on behalf of such parties represent and warrant that the individuals executing this Sublease on their respective behalf are duly authorized to execute and deliver this Sublease on its behalf and that this Sublease is binding upon each party in accordance with its terms.

30. Miscellaneous. This Sublease shall inure to the benefit of and shall be binding upon the parties hereto, and their successors and assigns. This Sublease shall be governed by and construed in accordance with the laws of the State of Alaska. The parties agree that the venue for any dispute arising out of this Sublease shall be the Superior Court, Third Judicial District, Anchorage, Alaska. Time is of the essence of this Sublease. Any word contained in the text of this Sublease shall be read as the singular or the plural and as the masculine, feminine, or neuter gender as may be applicable in the particular context. The captions of this Sublease are for convenience only, are not a part of this Sublease, and do not in any way limit or amplify the terms and provisions hereof. No oral promises, representations or agreements have been made by Sublessor, and this Sublease contains the entire agreement between the parties. This Sublease may not be modified or amended except by written instrument signed and delivered by both parties. If any provision of this Sublease shall be declared invalid or unenforceable, the remainder of this Sublease shall continue in full force and effect. All remedies hereunder are cumulative and not exclusive, and Sublessor shall additionally have any and all rights afforded to it under any applicable law. A waiver by Sublessor of any provisions of this Sublease shall not be deemed a waiver of Sublessors right to act on any other prior, concurrent or future violation hereof.

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this Sublease Agreement as of the date first above written.

SUBLESSOR:

ALASKA EYE SURGERY AND LASER  
CENTER, INC.

By:



Eric W. Coulter, M.D., President

SUBLESSEE:  
LLC

ALASKA COMMONS SURGERY CENTER

By:



Name: Lee Marek

Its: President.

**AGREED AND ACCEPTED:**

The undersigned, as Master Landlord, hereby consents to the aforementioned Sublease.

DATED this 16<sup>th</sup> day of March, 2018.

MASTER LANDLORD:

PARALLEL SIXTY ONE, LLC

By: 

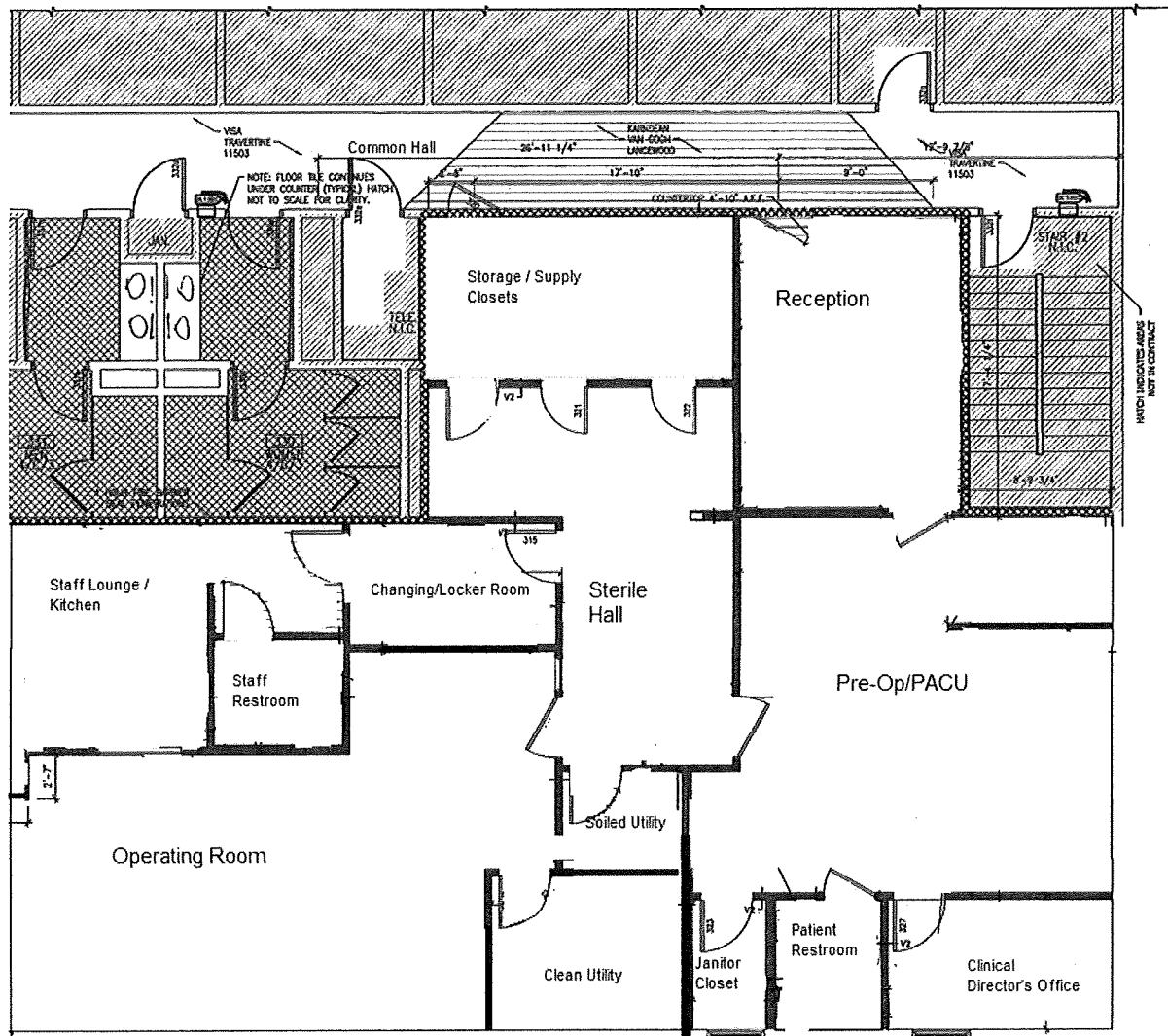
Name: Eric W. Courtee, MD

Its: Manager

**EXHIBIT A**

**Subleased Premises**

The subleased premises shall include 2,262 square feet of space depicted below. The Sublessee will have sole use of the Reception, Pre-Op/PACU, Sterile Hall, Patient Restroom, Soiled Utility, Clean Utility and Operating Room. Shared spaces will include the common third floor hallway, the restrooms for use in the common hallway, the staff lounge/kitchen, the staff restroom and the Changing/Locker Room. The following spaces are NOT subleased to the sublessee by the sublessor: Clinical Director's Office, Storage/Supply Closets, and Janitor Closet.



## Schedule A

### Utilities

The following utilities are included in the base rate of the rent for the sublessee:

Water  
 Electrical  
 Gas  
 Central Heat  
 Central OR heater/humidifier and HEPA filtration

## Schedule B

### Equipment List

The following equipment will be included in the base rate of the rent for the sublessee:

Water cooler/heater

TV

Thermometers

Blanket warmer and blankets

Genuity Criticare monitors

Stryker surgical beds

All Harloff carts

Refrigerators

All oxygen tanks and supplies

All sharps containers

Humidification systems

All laundry receptacles

Cabinetry for storage

All sinks, towels, soap dispensers

All hat and bootie shoe cover dispensers and materials

Surgical scrub sink

Crash cart and all attached items for codes

Ultrasonic cleaner

All soiled utility room materials

All sterilization room autoclaves: Statim/Steri-dent and SciCan Bravo

X-ray reading lightbox

All stainless tables, mayo stands, anesthesia cart

'System Two' operating light

All chairs, stools and surgeon chairs

Assigned lockers in the changing room and access to scrubs

Lounge area/common area equipment: Refrigerator, Microwave, coffee machine

All phones for outgoing local calls only

1223928/11491-400  
507242\4\00595787

## **NEW EQUIPMENT COSTS**



Expiration Date: 15 Days

# QUOTE

P.O. Box 757  
Excelsior, MN 55331  
Phone: 800-468-6812  
Fax 952-470-4256  
info@kraftmed.com

Date: March 20, 2017  
Quote #032017-LB01

TO: Lee Marek  
Alaska Commons Surgery Center LLC  
Anchorage, AK  
831-588-7296

Customer ID: Marek

Sales Rep	Project	Shipping Method	Freight Charges	Warranty	Payment Terms	Due Date
LB	Marek	KMPI	See Line Item	N/A	Due on date of service	TBD

Qty	Part #	Description	Price ea.	Price
1	C-arm	GE/OEC 9800 Plus C-Arm	\$68,500.00	\$68,500.00
1	Table	3 Position Radiolucent Fluoro Table	\$8,500.00	\$8,500.00
1	Printer	Printer	\$1,500.00	\$1,500.00
		<b>TAX</b>	\$0	\$0
		<b>SHIPPING</b>	\$6000.00	\$6000.00
		<b>LOCATION:</b>		
		Anchorage, AK		
			\$84,500.00	\$84,500.00

## **DR. COULTER'S 2010 SUBMISSION & COSTS**

# STATE OF ALASKA

DEPT. OF HEALTH AND SOCIAL SERVICES  
DIVISION OF HEALTH CARE SERVICES  
HEALTH PLANNING AND SYSTEMS DEVELOPMENT

SEAN PARNELL, GOVERNOR

350 Main Street, Room 530  
P.O. Box 110660  
JUNEAU, AK 99811-0660  
PHONE: (907) 465-3091  
FAX: (907) 465-6861

April 13, 2010

**Certified, Return Receipt Requested** #7007 0710 0000 1695 2111

Eric Coulter, M.D.  
3601 C Street  
Suite 1134  
Anchorage, Alaska 99503

Dear Dr. Coulter:

Thank you for your letter of April 2, 2010, and subsequent cost estimates requesting a determination on whether a certificate of need (CON) is required for the development of a one suite ambulatory surgery center at 235 East 8<sup>th</sup> Avenue in Anchorage, in a building you recently purchased.

I have determined that a CON is not required under 7 AAC 07.031 based on the following information:

1. A certified cost estimate for the project was provided by Rohde and Associates estimating the cost of the building for the center (2,475 square feet) at \$238,517 and \$58,500 in architect's fees.
2. Renovation costs for the center were estimated at \$574,750.
3. Costs estimated for equipment provided by Surgery Center Services are estimated at \$218,693.
4. Other office equipment to be purchased is estimated at \$5,800.
5. The total cost estimate of \$1,096,260 is below the current threshold that requires submission of a CON application under AS 18.07.031.

If plans or cost estimates change regarding renovation, equipment, or other purchases and if they are anticipated to be more than the current CON threshold (\$1,300,000), this office must be notified as a Certificate of Need may be required.

If you are dissatisfied with this determination you may request reconsideration under 7 AAC 07.033, or may appeal the decision under 7 AAC 07.080. An appeal or request for determination must be postmarked no later than 30 days after publication of the public notice.

Sincerely,



Karen Lawfer  
Certificate of Need Coordinator



Eric Coulter, MD  
3601 C Street, Suite 1134  
Anchorage, AK 99503

April 2, 2010

Karen Lawfer  
Certificate of Need Program Coordinator  
Health Planning and Systems Development Unit  
350 Main Street, Room 530  
Juneau, AK 99811-0601

Dear Ms. Lawfer:

This is a letter of intent requesting a determination of whether a certificate of need (CON) will be required for an ambulatory surgery center we intend to develop in Anchorage, AK. In order for this to not require a CON, it is our understanding that among other requirements, expenditure costs cannot exceed \$1,300,000 as per 18.07.031.

**Description of Proposed Activity:**

Our group will be remodeling space within a building that we purchased in 2010, located at 235 East 8<sup>th</sup> Avenue Anchorage, AK 99501. The remodeled space will total 2,475 square feet and include one class B operating room to be used by an ophthalmologist for eye surgical procedures. It will be designed in accordance to standards that will meet certification standards as an ambulatory surgery center.

**Estimate of Total Cost of Proposed Activity:**

- Value of property (land and building) to be used for activity, present and future.
  1. Age of building = 31years
  2. Significant improvements to building since 2010 purchase = none.
  3. Square Footage of Proposed Facility = 2,475 square feet.
  4. Square Footage of Building = 4,877 square feet.
  5. Value of Building based upon purchase price = \$470,000.
  6. Value of Proposed Facility based in proportion to Building = \$238,517
- Total cost of leasehold improvements (demolition, construction, fixtures, improvements):
  1. As per architectural plans: \$574,750
- Total cost of medical equipment and office equipment.
  - Cost of Medical Equipment \$218,693
  - See Attached List

- Office equipment
  - a. Office furniture \$2800
  - b. Computers \$1800
  - c. Miscellaneous \$1200
- Total equipment cost \$224,493
- Architect's Fees (Rohde and Associates): \$58,500.
- Total Project Cost = \$1,096,260


**Estimated Start and Completion Dates:**

Design completion and State application submission will take place in April 2010. Following approval of the ASC application by the State, the project remodel could begin construction in July of 2010 and be completed by December of 2010.

In conclusion, because the costs of this project do not exceed the \$1,300,000 threshold, as per 18.07.03, it is our belief that the State will determine that a CON will not be required for this project.

Thank you for your time and consideration. Should you have any questions, please feel free to contact me.

Sincerely,



Eric Coulter, MD



ROHDE & ASSOCIATES ARCHITECTS

11925 OLD GLENN HIGHWAY

EAGLE RIVER, ALASKA 99577

April 5, 2010

Certificate of Need Program Coordinator  
Health Planning and Systems Development Unit  
350 Main Street, Room 530  
Juneau, AK 99811-0601

Attn: Karen Lawfer

RE: Coulter Ambulatory Surgical Center - Anchorage, AK

Subject: Facility Cost

Dear Ms. Lawfer,

Rohde & Associates, Inc. Architects has been hired to provide professional services for the proposed Class B ambulatory surgical center located at 235 E. 8<sup>th</sup> Avenue Suite 3A, Anchorage, AK 99501. We have been asked to provide a "certified estimate of the total cost of the proposed facility", according to Alaska Code 7 AAC 07.010. Following is an estimate of the total cost of the proposed facility prepared in conjunction with Dr. Eric Coulter and Surgery Center Services of America.

The suite in which the ASC will be located was purchased in 2010 at a price of \$470,000. The entire office suite purchased includes 4,877 square feet. The ASC will utilize 2,475 square feet or approximately 50% of the total area of the suite. Value of the area set aside for the ASC is therefore \$238,517. The ASC will require a remodel of the existing space within the suite. Based upon the floor plan of the proposed ASC and description of the upgrades required of the program, it is estimated that the total cost of the remodel or leasehold improvements, including permits, will be \$574,750. Architectural and Engineering fees are proposed at \$58,500.

The total cost of medical equipment is proposed to be \$218,693 per *Surgery Center Services of America*, and the cost of office equipment and furnishings is calculated to be \$5,800.

The aggregate total cost of the proposed surgery center facility, calculated per Alaska Administrative Code 7 AAC 07.031 is \$1,096,260.

Should you have any questions regarding the above information or calculations, please feel free to contact me.

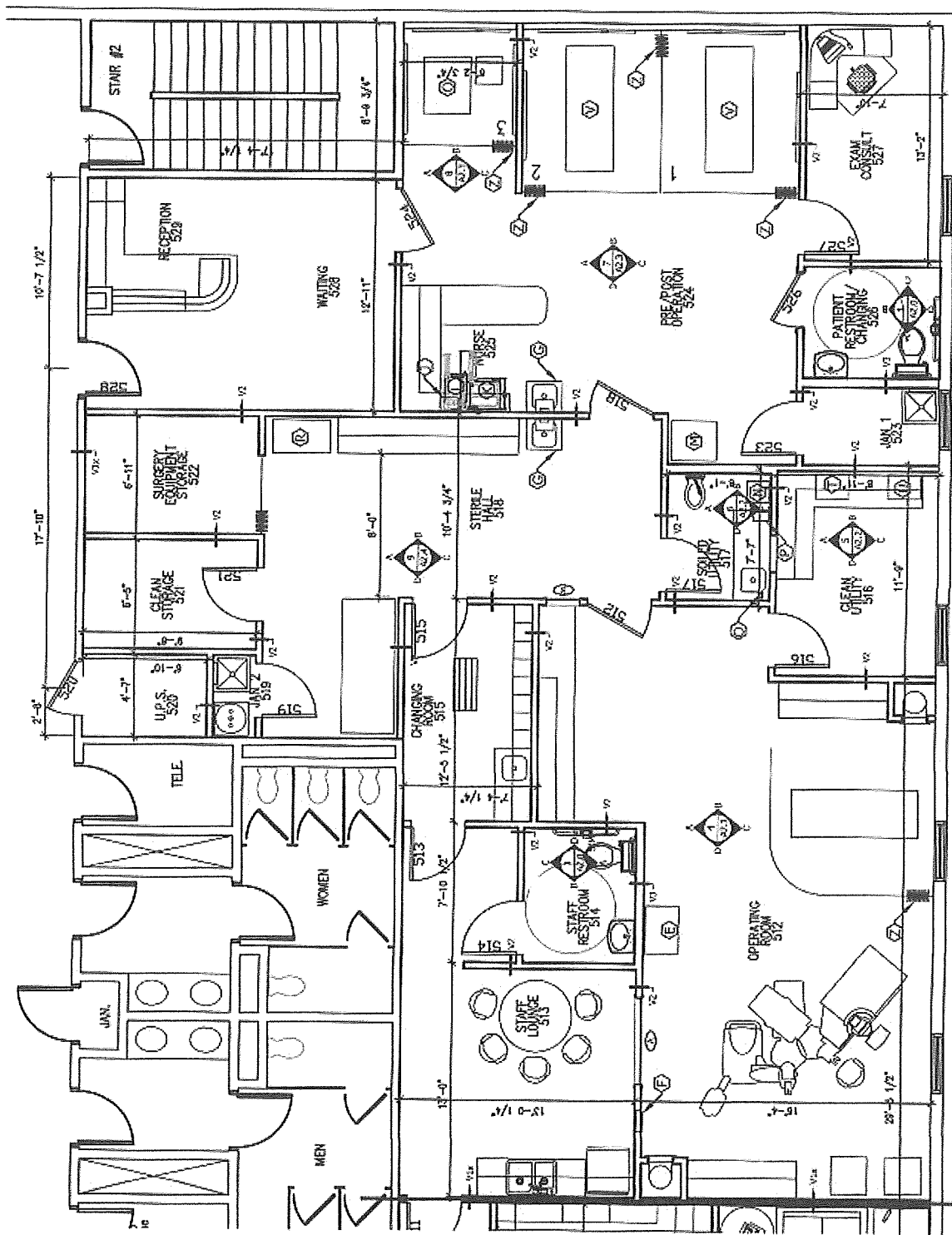
Sincerely,

Rohde & Associates

A handwritten signature in dark ink, appearing to read 'Allen G. Rohde', with a stylized, flowing script.

Allen G. Rohde, AIA

Architect



SCA - Partial Floor Plan  
 SCALE: 3/4" = 1'-0"

MATCH LINE



**SURGERY  
CENTER  
SERVICES**  
of America

# Estimate

2733 N. Power Rd; Suite 102, PMB 610  
Mesa, Arizona 85215

For further information  
contact Scott Blair @  
509-784-0227

Date	Estimate #
3/22/2010	E-12800-PRE

## Name / Address

Anchorage Lasik Surgery Center

Item	Description	Qty	Rate	Total
NURSE CALL	INSTALLED EQUIPMENT Nurse Call System Nurse Call System	1	7,864.00	7,864.00T
501R	X-Ray Viewer AMD. RT-2 1-Bank X-ray viewer. Recessed.	1	250.00	250.00T
G5022BP	Eye Wash Station Guardian. Eye Wash Station w/ backflow preventer. Dual nozzle handle, countertop mounted w/ 8' hose.	1	440.00	440.00T
SS2S2120 TWO	Surgical Light System Two. Dual Halogen Surgical Light w/ 20" heads.	1	8,900.00	8,900.00T
0001709-ind	System One. Disposable Sterile Handle Covers. Each	6	2.00	12.00T
0003082	System One. Replacement Fuse - 2.5A/120v	1	2.55	2.55T
0001282	System One. Sterilizable Handle.	6	40.80	244.80T
ES47 IR	Scrub Sink MAC. Medical Economy Scrub Sink. Dual Station, infrared controls, thermo static mixing valve. Stainless.	1	2,995.00	2,995.00T
P-824-SS	Pedigo. Wall Shelf 8" x 24"	2	83.20	166.40T
			<b>Subtotal</b>	
			<b>Sales Tax (0.0%)</b>	
			<b>Total</b>	



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Date	Estimate #
3/22/2010	E-12800-PRE

Name / Address
Anchorage Lasik Surgery Center

Item	Description	Qty	Rate	Total
FF510L	Appliances Summit. Undercounter All-Refrigerator w/ auto defrost with lock.	1	480.00	480.00T
FF510LMED	Summit. U/C medical grade all-refrigerator w/ auto defrost, key lock, internal fan. 4 cu. ft. w/ hospital grade plug and a NIST certified audible temperature alarm with external temperature display. 20"W x 34"H x 21" D.	1	765.00	765.00T
BIM44	Summit. U/C Ice Maker. 15"W x 34"H x 24" D. Gravity Drain. Stainless. Cubed Ice. (Meets NSF-7 Std)	1	1,090.00	1,090.00T
2720BG	Narcotics Locker Harloff. Narcotics Locker. 16"H x 12"W x 9" D. Double door, double lock. Beige. (Fits inside most upper cabinets).	1	191.63	191.63T
	MOBILE EQUIPMENT			
W4AJP00D1000	Tabletop Autoclaves - OR Scican. Bravo 17V autoclave. 17 liter chamber (10" diam.x 13" long). 220v. w/ printer.	2	6,640.00	13,280.00T
48000050000	Scican. Bravo Door Gasket.	4	50.70	202.80T
STXX0250000	Scican. Bravo Thermal paper/roll.	10	5.00	50.00T
47200010000	Scican. Bravo Biological Filter.	4	39.00	156.00T
110000003W0	Scican. Bravo Drain Tubing	2	7.48	14.96T
			<b>Subtotal</b>	
			<b>Sales Tax (0.0%)</b>	
			<b>Total</b>	



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Item	Description	Qty	Rate	Total
SC134	Biological Spore Testing and Test Strips			
IEZ-101	Scican. Test Control Indicators. Box of 250.	2	76.00	152.00T
EZS/5	SGM. Incubator for biological spore testing	1	225.00	225.00T
	SGM. Biological Spore Tests. 10x5 population	3	130.00	390.00T
	for G stearothermophilus. 100 count			
Crusher	SGM. Crusher.	2	0.89	1.78T
	Distiller			
AWD9C	SCSA. Water Distiller.	1	1,500.00	1,500.00T
Descaler	SCSA. Descaler. 3 lbs.		40.00	40.00T
		1		0.00
	Instrument Cassettes			
6120A	PST. Micro Tray. Double Stack. 6" x10"x1.5"-	4	120.00	480.00T
	Base Insert Tray, Lid & 2 Pin Pads.			
	Ultrasonic Cleaner			
ME 4.6	Mettler 4.6 Quart Ultrasonic Cleaner	1	590.00	590.00T
1012	Mettler. Cover for ME 11.	1	39.00	39.00T
1058	Mettler Basket for ME 4.6	1	62.00	62.00T
	Stretchers			
1079	Stryker. 1079 Eye Stretcher	3	4,575.00	13,725.00T
1010-058-000	Stryker. Chest Restraint for 1079 stretcher.	3	58.00	174.00T
1069-026-090	Stryker. 4" Ultra Comfort Mattress for 1079D	3	200.00	600.00T
1068-21-000	Stryker. 3-position siderail.	3	76.54	229.62T
1069-181-000	Stryker. 3" Concave Ultra Comfort Headpiece	3	0.00	0.00T
			<b>Subtotal</b>	
			<b>Sales Tax (0.0%)</b>	
			<b>Total</b>	





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Date	Estimate #
3/22/2010	E-12800-PRE

Name / Address
Anchorage Lasik Surgery Center

Item	Description	Qty	Rate	Total
0390-025-010	Stryker. Removable IV Pole	3	72.00	216.00T
1068-250-000	Stryker. Superior Wrist Rest	1	286.00	286.00T
830-000-000	Surgeon's Stool Stryker. Surgistool II	1	1,320.00	1,320.00T
FR577RG	Clinical Recliners Graham Field. Lumex Clinical Recliner. 250 lbs. rating. Two folding side trays. CA 133 compliant.	2	1,199.00	2,398.00T
2101A	Graham Field. IV Pole for clinical recliners	2	39.95	79.90T
5782G	Graham Field. Lumex IV Pole Bracket for Lumex Chairs	2	26.00	52.00T
6401	Crash Cart Harloff. 6401 Crash Cart. (4) 3", (1) 6" and (1) 12" drawer. IV Pole, Side Drop Shelf, (4) Utility Hooks, Cardiac Board & Holder, O2 Tank Holder, (3) 6-compartment Trays, (3) 7 compartment trays and extended bumper to protect side accessories.	1	1,518.13	1,518.13T
40088	Harloff. Breakaway Seals	1	32.38	32.38T
680404	Harloff. Medical Grade Outlet Strip w/ 15' Cord and cord wrap.	1	113.75	113.75T
68530 P2	Harloff. Full Drawer Tray w/ Adjustable Dividers	2	95.38	190.76T
			<b>Subtotal</b>	
			<b>Sales Tax (0.0%)</b>	
			<b>Total</b>	



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Item	Description	Qty	Rate	Total
7450	Anesthesia Cart Harloff. 7450 Anesthesia Cart w/ push button lock & six drawers. Removable top, bumpers, (4) 3" drawers, (1) 6" drawer and (1) 12" drawer.	1	1,246.88	1,246.88T
684802	Harloff. Sharps Container. 3 Gallon w/ Bracket	1	54.25	54.25T
680408	Harloff. Waste container w/ mounting hardware. 2 gallon.	1	24.06	24.06T
68163	Harloff. Raised Back two rail system	1	127.75	127.75T
683805	Harloff. Six Compartment Tilt Bin	1	53.38	53.38T
680415	Harloff. Tape & Label Dispenser	1	47.25	47.25T
68530 P2	Harloff. Full Drawer Tray w/ Adjustable Dividers	2	95.38	190.76T
40108	Harloff. Six compartment drawer Tray	4	26.69	106.76T
69696	Laryngoscopes Welch Allyn. Fiberoptic Laryngoscope set. Medium and Small handles, 0-4 MacIntosh.	2	595.00	1,190.00T
68696	Welch Allyn. Fiberoptic Laryngoscope Set. Medium and Small Handles, 0-5 Miller.	2	695.00	1,390.00T
TAT-5000	Temporal Thermometer Exergen. Temporal Thermometer.	1	390.00	390.00T
	Stethoscopes			
			<b>Subtotal</b>	
			<b>Sales Tax (0.0%)</b>	
			<b>Total</b>	



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3/22/2010	E-12800-PRE

**Name / Address**

Anchorage Lasik Surgery Center

Item	Description	Qty	Rate	Total
M000-09-922	AES. Heine Stethoscope. Gamma 2.2.	2	45.00	90.00T
3G010440	Wheelchair Graham Field. Traveller HD Wheelchair. 22 x 18 w/ folding footrest. Black upholstery.	1	340.00	340.00T
IU 73	Anesthesiologists Stool Office Master. Anesthesiologist Chair	1	330.00	330.00T
P-527-GS-BLK	Assistants Stools Pedigo. Assistant Stool w/ Back. Pneumatic height control. Black.	1	409.60	409.60T
P-528-GS-BLK	Pedigo. Assistant Stool. Foot control. No back. Black.	1	341.92	341.92T
P-36	Pedigo. Assistant Stool. Screw Adjustment. No back.	1	147.52	147.52T
PT 74	Nurse's Station, Receptionist and Surgical Coordinator's Chairs Office Master. Task Chair. Adjustable height, backrest tilt, back height, lumbar, forward tilt, rocking, seat tilt seat depth and seat tension.	2	265.00	530.00T
KR-25	Office Master. Adjustable Arms for Group 1 Chairs	2	36.00	72.00T
	Stools for YAG Room			
			<b>Subtotal</b>	
			<b>Sales Tax (0.0%)</b>	
			<b>Total</b>	



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# Estimate

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Item	Description	Qty	Rate	Total
CL-22	Office Master. Pneumatic Task Stool w/ back. Hand operated controls. Basic Fabric. Stainless Steel and Chrome	2	140.00	280.00T
SG-92-SS	Pedigo. Instrument Table. 24"x48" w/ bottom shelf. Stainless	1	686.72	686.72T
P-1066-SS	Pedigo. Mayo Stand. 16.25"x21.25" w/ foot operated release. Stainless.	1	601.52	601.52T
P-120-B	Pedigo. Linen Hamper. Chrome. 18" Dia. w/ bumpers	3	195.92	587.76T
P-120-LB	Pedigo. Linen Hamper. 18" Dia., chrome w/ bumpers and cover.	3	341.52	1,024.56T
P-576-2	Pedigo. IV Pole w/2 Hooks on 5 Caster Base. Chrome. Knock Down	1	252.72	252.72T
SG-80-SS	Pedigo. Utility Table. 16 x 20 w/ (1) drawer, lower shelf and top rail.	3	541.52	1,624.56T
P-1020-SS	Pedigo. Kick Bucket	1	191.36	191.36T
P-10K	Pedigo. Foot Stool. Chrome. Grey non-marking Floor Tips.	1	78.32	78.32T
P-10AK	Pedigo. Foot Stool w/ handrail. Chrome. Grey non-marking feet.	1	161.52	161.52T
P-824-SS	Pedigo. Wall Shelf 8" x 24"	3	83.20	249.60T
MB333-SS	Janitor Closet Trayvad. Stainless Steel Mop & Broom Holder. 24" Holds (3).	2	45.00	90.00T
			<b>Subtotal</b>	
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Item	Description	Qty	Rate	Total
A1250	Electrocautery	1		
ESMS-C	Aaron Bovie 1250 ESU	1	2,600.00	2,600.00T
	Aaron Roll Stand w/ bottom and top tray for A1250	1	450.00	450.00T
A1253	Aaron Foot Switch for A1250, A2250 and A3250.	1	315.00	315.00T
M SERIES	Defibrillator			
	Zoll M Series Defibrillator w/ pacing. Factory Refurbished.	1	5,950.00	5,950.00T
16381	Zoll Multi-Function Disposable Pads	4	40.00	160.00T
8000-0060	Soma. Zoll Printer Paper (10 Z-Fold Pads)	2	45.00	90.00T
	Clean Scrubs Cart - For Staff Changing Rooms			
SHE 18368	Seville Classics. 18x36x72 Wire Shelf Caster Cart w/ four shelves.	2	84.99	169.98T
SHE 18367	Seville Classics. 18x36 Extra Chrome Shelf.	2	14.49	28.98T
WEB046	Seville Classics. 18x36 Shelf Liner. Pkg. of 2.	1	5.99	5.99T
LCC-200-DN	Bussard. Linen Cart Cover	2	115.00	230.00T
	200 Denier Nylon, Zippered Front 36 x 18 x 72H			
			<b>Subtotal</b>	
			<b>Sales Tax (0.0%)</b>	
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Item	Description	Qty	Rate	Total
BC 2030-3DMR	Transfer Carts Metro. BC Cart. 3 Shelf Deep ledge w/ MicroBan Antimicrobial Protection	1	241.125	241.13T
311	Lakeside 3 Shelf Cart. 27.5" x 16.25" x 32.125". Stainless	1	216.75	216.75T
SHE 18487	Shelving Seville Classics. 18x48x74 Wire Shelf Caster Cart w/ four shelves. Chrome.	4	97.99	391.96T
SHE 18489	Seville Classics. 18x48 Extra Chrome Shelves.	6	16.99	101.94T
WEB047	Seville Classics. 18x48 Shelf Liners. 2 Pk.	2	6.99	13.98T
30234	Shelf Bins Akro-Mils. Akro Bins. 14.75" x 5.5" x 5". Autoclavable. Blue. Price each (sold in boxes of 12).	24	8.00	192.00T
30240	Akro-Mils. Akro Bin. 14.75" x 8.25" x 7". Autoclavable. Blue. Price each (sold in packs of 12).	24	10.00	240.00T
30250	Akro-Mils. Akro-Bins. 14.75" x 16.5" x 7". Stackable and autoclavable.	12	16.00	192.00T
30260	Akro Mils. AkroBin. 18" x 11" x 10". Autoclavable. (Specify Color)	12	26.61	319.32T
40245	Akro-Mils. Divider for 14.75" deep Akro Bins. Pkg. of six.	8	12.00	96.00T
			<b>Subtotal</b>	
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Item	Description	Qty	Rate	Total
40260	Akro-Mils. Dividers for #30260 11" wide AkroBin. Pkg. of six.	2	14.51	29.02T
30220	Akro-Mils. Akro-Bins 7-3/8" L x 4-1/8" W x 3" H. Autoclavable. (24) per carton. Stone.	36	1.72	61.92T
8100 EP	Patient Monitors Criticare nGenuity Patient Monitor. 10.4" TFT Screen, up to six waveforms. With printer and three lead ECG.	3	4,195.00	12,585.00T
1091	Criticare Roll Stand for 8100 Monitor	1	250.00	250.00T
Block Leads	Criticare Block ECG Leads	3	98.00	294.00T
506DNP3	Criticare 506 Patient Monitor	2	1,895.00	3,790.00T
473	Criticare Blood Pressure Cuff. Infant.	2	30.00	60.00T
477	Criticare Blood Pressure Cuff. Thigh.	2	70.00	140.00T
553	Criticare Roll Paper (5 pack) Med Gas	2	25.00	50.00T
G180	Allied. Gomco Optivac AC/DC Portable Suction Unit	1	570.75	570.75T
S130	Allied. Portable Suction. Shuco Aspirator w/ 1250cc collection container. 120v.	3	317.63	952.89T
931-4011EA	Vortran. VAR RC Mechanical Ventilator. Disposable. w/ 6" flex hose, 7 ft. oxygen tubing, manometer and gas entrainment. Single Use - Disposable.	1	100.00	100.00T
L270-220	Allied. O2 Regulator w/ 50 PSI side port (for use with Autovent)	1	200.80	200.80T
			<b>Subtotal</b>	
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Item	Description	Qty	Rate	Total
65070	Allied. O2 "E" Tank cart. Holds one tank.	1	33.00	33.00T
OPA-820	Western. E Tank Regulator w/ 870 Yoke	4	70.70	282.80T
PX-1027	Western Medica. Emergency O2 bottle rack for C,D or E size bottles. Holds 12	1	53.50	53.50T
	Med Gas (cont.)			
PX-8703-JT	Western Medica. E-Tank. Size E with toggle valve	6	70.00	420.00T
22-95-1101	Allied. Disposable Bacterial Filter. 1/4" x 1/4" barb. (pkg. of 3)	2	14.20	28.40T
L670-040	Allied. Disposable Bag Mask Resuscitator. Case of six. Adult	1	95.00	95.00T
	Microscope			
M690	Prescotts. Leica M690 Microscope (refurbished) w/ beamsplitter,co-observation, UV filter, 10X Eyepiece, 0-180 Bino, M690 Floorstand, Leica 200 Red Reflex Obj. Lens, XY w/ extended arm, multi-power supply and Multiplex Footswitch. 2 Year Warranty.	1	26,910.00	26,910.00T
WL 180591	Prescotts. Leica Clip On Handles	6	55.00	330.00T
WL 384656	Prescotts. Leica upper sterilizable knob for M690	6	30.00	180.00T
WL 428328	Prescotts. Leica PD knob cover	3	22.50	67.50T
VHVD-30	Prescotts. Hitachi 3 Chip Camera	1	3,900.00	3,900.00T
PMP072	Prescotts. 60mm Focusable Video Adapter	1	1,500.00	1,500.00T
			<b>Subtotal</b>	
			<b>Sales Tax (0.0%)</b>	
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VUSB200	Medicap. Digital Video and Still Recorder. USB w/ footswitch.	1	3,850.00	3,850.00T
DWC24-G	Blanket Warmer MAC. 72" Blanket Warmer. Dual Compartment w/ glass doors	1	5,760.00	5,760.00T
MB	MAC. Dolly for MAC Blanket Warmer	1	226.60	226.60T
3143K	Pre/Post Cabinet Harloff. Mini Treatment Cart. 32" x 18" x 18". Plastic top. (1) 6" drawer, (2) 9" drawers. Key Lock.	3	567.20	1,701.60T
680403	Harloff. Oxygen Tank Holder. Stainless.	3	46.38	139.14T
YAG Laser	YAG Laser Nidek YAG Laser (new)	1	19,995.00	19,995.00T
Curtains & Tracks	Pre/Post Curtains and Tracks Inpro. Custom Curtain Tracks and Curtains (estimate)	1	1,200.00	1,200.00T
Interior Signs	Interior Signs InPro. Interior Sign Package	1	1,500.00	1,500.00T
			<b>Subtotal</b>	
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Item	Description	Qty	Rate	Total
INSTRUMENTS	Estimated Instrument Package	1	25,000.00	25,000.00T
Freight	Freight Charges	1	20,000.00	20,000.00T
			<b>Subtotal</b>	\$218,693.18
			<b>Sales Tax (0.0%)</b>	\$0.00
			<b>Total</b>	\$218,693.18