

07-090

ILLINOIS HEALTH FACILITIES PLANNING BOARD
APPLICATION FOR PERMIT

ORIGINAL

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION (IDEN)

RECEIVED

This section must be completed for all projects.

MAY 25 2007

A. Facility/Project Identification

HEALTH FACILITIES
PLANNING BOARD

Facility Name SOUTHWESTERN MEDICAL CENTER
Street Address 7456 SOUTH STATE ROAD City BEDFORD PARK
County COOK Zip 60638 Illinois State Representative District 22

B. Applicant Identification (provide for each co-applicant [refer to Part 1130.220] and insert after this page)

Exact Legal Name SOUTHWESTERN MEDICAL CENTER, LLC
Address 9831 South Western Avenue, Chicago, Illinois 60643 Registered Agent SCOTT BECKER
Name of Chief Executive Officer NADER BOZORGI, M.D. Title CHIEF EXECUTIVE OFFICER
CEO Address 409 W. HURON, SUITE 301, CHICAGO IL 60610 Telephone No. (312) 676-0831
Type of Ownership: Non-profit Corporation For-profit Corporation Limited Liability Company XX
Partnership Governmental Sole Proprietorship Other (specify)

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

APPEND DOCUMENTATION AS ATTACHMENT IDEN-1 AFTER THE LAST PAGE OF THIS SECTION.

C. Primary Contact Person (person who is to receive correspondence or inquiries during the review period)

Name MARK MAYO Title CORPORATE DIRECTOR OF ASC OPERATIONS
Company Name MAGNA HEALTH SYSTEMS, LLC
Address 409 WEST HURON STREET, SUITE 301, CHICAGO, IL 60601
Telephone No. (312) 676-0831 E-mail MMAYO@MAGNASYS.COM
Fax Number (312) 787-6456

D. Additional Contact Person (person such as consultant, attorney, financial representative, registered agent, etc. who also is authorized to discuss application and act on behalf of applicant)

Name KARA FRIEDMAN Title ATTORNEY
Company Name MCGUIREWOODS LLP
Address 77 W. WACKER DR, STE. 4100
CHICAGO, IL 60601 Telephone No. 312/750-2781
E-mail Address kfriedman@mcguirewoods.com Fax Number _____

RECEIVED

MAY 25 2007

HEALTH FACILITIES
PLANNING BOARD

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION (IDEN)

B. Applicant Identification (co-applicant)

Exact Legal Name: SW Equity Holdings, Inc.

Address: 409 West Huron Street
Suite 301
Chicago, Illinois 60610

Registered Agent: Scott Becker

Name of Chief Executive Officer: Nader Bozorgi, M.D.

Title: President & CEO

CEO Address: 409 West Huron Street
Suite 301
Chicago, Illinois 60610

Telephone Number: (312) 787-7861

Type of Ownership: For-profit Corporation

E. Post Permit Contact Person (person to whom all correspondence and inquiries pertaining to the project subsequent to permit issuance are to be directed)

Name MARK MAYO Title CORPORATE DIRECTOR OF ASC OPERATIONS
Company Name MAGNA HEALTH SYSTEMS
Address 409 WEST HURON STREET, SUITE 301, CHICAGO, IL 60610
Telephone No. (312) 676-0831
E-mail Address mmayo@magnasys.com Fax Number (312) 787-6456

F. Site Ownership (complete this information for each applicable site and insert after this page)

Exact Legal Name of Person Who Owns Site BEDFORD MED LLC.
Address of Site Owner 7456 South State Road, Bedford Park, IL 60638
Street Address or Legal Description of Site 7456 SOUTH STATE ROAD, BEDFORD PARK, IL 60638

G. Operating Entity/Licensee (complete this information for each applicable facility and insert after this page)

Exact Legal Name SOUTHWESTERN MEDICAL CENTER LLC
Address 9831 SOUTH WESTERN AVENUE, CHICAGO, IL 60643

Type of Ownership: Non-profit Corporation For-profit Corporation Limited Liability Company
Partnership Governmental Sole Proprietorship Other (specify)

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

APPEND DOCUMENTATION AS ATTACHMENT IDEN-2 AFTER THE LAST PAGE OF THIS SECTION.

H. Organizational Relationships

Provide (for each co-applicant) an organization chart containing the name and relationship of any person who is related (related person is defined in Part 1130.140). If the related person 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 IDEN-3 AFTER THE LAST PAGE OF THIS SECTION.

I. Status of Previous Certificate of Need Projects

Provide the project number for any of the applicant's projects that have received permits but are not yet complete (completion is defined in Part 1130.140) and provide the current status of the project. If all projects are complete, indicate NONE: NONE

J. Flood Plain Requirements (refer to instructions for completion of this application)

Provide documentation regarding compliance with the Flood Plain requirements of Executive Order #4, 1979.

APPEND DOCUMENTATION AS ATTACHMENT IDEN-4 AFTER THE LAST PAGE OF THIS SECTION.

K. Historic Resources Preservation Act Requirements (refer to instructions for completion of this application)

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

APPEND DOCUMENTATION AS ATTACHMENT IDEN-5 AFTER THE LAST PAGE OF THIS SECTION.

L. Project Classification (check those applicable, refer to Part 1110.40 and Part 1120.20.b)

- | | |
|---|--|
| 1. Part 1110 Classification | 2. Part 1120 Applicability or Classification: (check one only) |
| <input checked="" type="checkbox"/> Substantive | <input type="checkbox"/> Part 1120 Not Applicable |
| <input type="checkbox"/> Non-substantive | <input type="checkbox"/> DHS or DVA Project |
| | <input type="checkbox"/> Category A Project |
| | <input checked="" type="checkbox"/> Category B Project |

M. Narrative Description

Provide in the space below a brief narrative description of the project. Explain what is to be done, NOT why it is being done. Include the rationale as to the project's classification as substantive or non-substantive. If the project site does NOT have a street address, include a legal description of the site.

Southwestern Medical Center proposes to relocate an existing three-operating room ambulatory surgical treatment center. As per the rules of the Illinois Health Facilities Planning Board, the project involves discontinuation of the existing facility at its current location, 9831 South Western Avenue, Chicago, IL and the establishment of a new facility consisting of three operating rooms at 7456 South State Road, Bedford Park, IL. The proposed project does not represent any change in the geographic service area of the existing facility.

This project is classified as a substantive, Category "B" project because it involves establishment of a category of service.

N. 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 1190.40.b) of the component must be included in the estimated project cost. If the project contains components that are not related to the provision of health care, complete an additional table for the portions that are solely for health care and insert that table following this page (e.g. separate a nursing home's costs from the components of a retirement community; separate patient care area costs from a hospital project that includes a parking garage).

PROJECT COST AND SOURCES OF FUNDS	
Preplanning Costs	N/A
Site Survey and Soil Investigation	N/A
Site Preparation	N/A
Off Site Work	N/A
New Construction Contracts	N/A
Modernization Contracts	N/A
Contingencies	N/A
Architectural/Engineering Fees	N/A
Consulting and Other Fees	N/A
Movable or Other Equipment (not in construction contracts)	\$1,100,000
Bond Issuance Expense (project related)	N/A
Net Interest Expense During Construction (project related)	N/A
Fair Market Value of Leased Space or Equipment	\$6,521,958.
Other Costs To Be Capitalized (Value of Current Location Equip)	\$201,178
Acquisition of Building or Other Property (excluding land)	N/A
ESTIMATED TOTAL PROJECT COST	\$7,823,136
Cash and Securities	
Pledges	
Gifts and Bequests	
Bond Issues (project related)	
Mortgages (Bank Loan)	\$1,100,000
Leases (fair market value)	\$6,521,958.
Governmental Appropriations	
Grants	
Other Funds and Sources (Book Value of Existing Equipment)	\$201,178
TOTAL FUNDS	\$7,823,136

O. Related Project Costs

O. Related Project Costs

1. 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:

XX No land acquisition is related to project; Purchase Price \$ _____; Fair Market Value \$ _____

2. Does the project involve 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 \$ 0

Note: The current cash and accounts receivable of the existing surgery center will finance initial operations at the new site.

P. Project Status and Completion Schedules

1. Indicate the stage of the project's architectural drawings:

None or not applicable Schematics Preliminary Final Working

2. Provide the following dates (indicate N/A for any item that is not applicable):

25% of project costs expended 9/30/08 50% of project costs expended 03/31/09
 75% of project costs expended 06/30/09 95% of project costs expended 08/31/09
 100% of project costs expended 09/30/09 Midpoint of construction date N/A
 Anticipated project completion date (refer to Part 1130.140) 12/31/09

3. Indicate the following with respect to project expenditures or to obligation (refer to Part 1130.140):

Purchase orders, leases, or contracts pertaining to the project have been executed;
 XX Project obligation is contingent upon permit issuance. Provide a copy of the contingent "certification of obligation" document, highlighting any language related to CON contingencies.

Q. Cost/Space Requirements

Provide in the format of the following example the gross square footage (GSF) and the attributable portion of total project cost for each department/area. Identify each piece of major medical equipment. 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 measurement plus the department or area's portion of the surrounding circulation space. Indicate the proposed use of any vacated space.

Department/Area	Cost	Gross Square Feet		Amount of Proposed Total GSF That Is:			
		Existing	Proposed	New Const.	Remodeled	As is	Vacated Space
Dietary	\$1,150,000	3,000	6,000	3,000	1,000	2,000	
Radiation Therapy	3,250,000*	4,000(1)	5,500	5,500			
Medical Records	300,000	2,500	6,500		4,000(1)	2,500	
TOTAL	4,700,000	9,500	18,000	8,500	5,000	4,500	

*Includes \$1,500,000 for an 18 MEV linear accelerator

(1) Existing radiation therapy space will be vacated and remodeled and converted to medical records.

APPEND DOCUMENTATION AS ATTACHMENT INFO-7 AFTER THE LAST PAGE OF THIS SECTION.

R. Facility Bed Capacity and Utilization NOT APPLICABLE

1. Complete the following chart as applicable. Complete a separate chart for each facility that is part of the project and insert following this page. Provide the existing bed capacity and utilization data for the latest 12 month period for which data is available. Any bed capacity discrepancy from the Inventory will result with the application being deemed incomplete.

FACILITY NAME _____ CITY _____

REPORTING PERIOD DATES: From _____ to _____

Category of Service	Existing Beds	Number of Admissions	Patient Days	Bed Changes	Proposed Beds
Medical/Surgical					
Pediatrics					
Obstetrics					
Intensive Care					
Neonatal ICU					
Acute Mental Illness					
Rehabilitation					
Nursing Care					
Sheltered Care					
Other (identify)					
Other (identify)					
Other (identify)					
TOTALS					

2. Is the facility certified for participation in the Medicare "swing bed" (i.e. acute care beds certified for extended care) program? _____ Yes _____ No

3. For the following categories of service, indicate the number of existing beds that are Medicare certified and the number of existing beds that are Medicaid certified (if none, so indicate):

Service	# Medicare Beds	# Medicaid Beds
Nursing Care	_____	_____
ICF/DD Adult	_____	_____
Children DD	_____	_____

S. Certification

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) 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 manager or member when two or more managers or members do not exist); in the case of a partnership, two of its general partners (or the sole general partner when two or more general partners do not exist); in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and in the case of a sole proprietor, the individual that is the proprietor. The signature(s) must be notarized. If the application has co-applicants, a separate certification page must be completed for each co-applicant and inserted following this page. One copy of the application must have the ORIGINAL signatures for all persons that sign for the applicant and for each of the co-applicants.

This Application for Permit is filed on behalf of SW EQUITY HOLDINGS, INC.

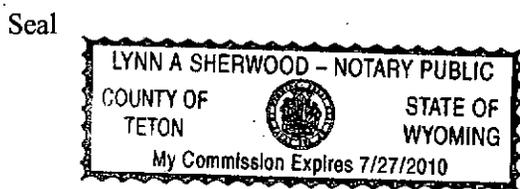
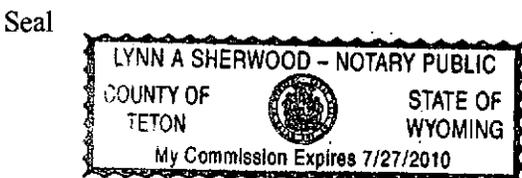
* in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information 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 permit application fee required for this application is sent herewith or will be paid upon request.

[Signature]
Signature
Printed Name Nader Bourjins
Printed Title President CEO

[Signature]
Signature
Printed Name Maudon Farabati
Printed Title Secretary

Notarization:
Subscribed and sworn to before me
this 28 day of March 2007
[Signature]
Signature of Notary

Notarization:
Subscribed and sworn to before me
this 28 day of March 2007
[Signature]
Signature of Notary



*Insert EXACT legal name of the applicant

S. Certification

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) 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 manager or member when two or more managers or members do not exist); in the case of a partnership, two of its general partners (or the sole general partner when two or more general partners do not exist); in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and in the case of a sole proprietor, the individual that is the proprietor. The signature(s) must be notarized. If the application has co-applicants, a separate certification page must be completed for each co-applicant and inserted following this page. One copy of the application must have the ORIGINAL signatures for all persons that sign for the applicant and for each of the co-applicants.

This Application for Permit is filed on behalf of SOUTHWESTERN MEDICAL CENTER, LLC

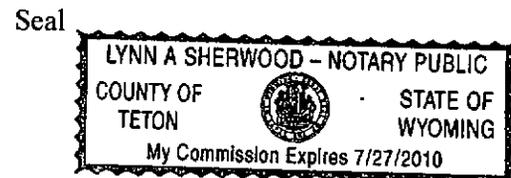
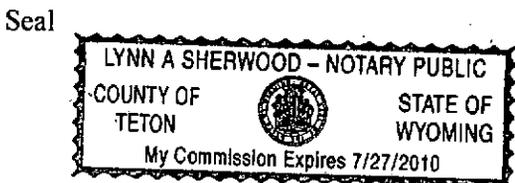
* in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information 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 permit application fee required for this application is sent herewith or will be paid upon request.

Signature [Handwritten Signature]
Printed Name Nader Bozorgi MD
Printed Title President & CEO

Signature [Handwritten Signature]
Printed Name Munden Farahati MD
Printed Title Secretary

Notarization:
Subscribed and sworn to before me
this 28 day of March 2007
[Handwritten Signature]
Signature of Notary

Notarization:
Subscribed and sworn to before me
this 28 day of March 2007
[Handwritten Signature]
Signature of Notary



*Insert EXACT legal name of the applicant



Jeffrey Mark
Executive Secretary
525 W. Jefferson, 2nd Floor
Springfield, Ill. 62761

May 21, 2007

Dear Mr. Mark:

Wise, Incorporated is developing the building that will house the relocated ASTC for Southwestern Medical Center, LLC at 7456 S. State Road in Bedford Park, Illinois.

The building has not yet been constructed. The present structure on the site will be demolished and the site redeveloped for the ASTC. Wise, Incorporated anticipates that the construction cost for the establishment of the planned ASTC will be \$6,521,958.

These costs have been broken down below. The ASTC will comprise 14,298 gross square feet of the building; this is 48% of the total building. The building costs have been allocated accordingly on a pro-rata basis below.

Preplanning Costs	\$ 72,000
Site Survey/Soil Investigation	\$ 14,400
Site Preparation	\$ 453,650
Tenant Improvements	\$2,400,000
Core & Shell	\$2,181,858
Contingencies	\$ 458,185
Architectural Fees	\$ 329,865
Consulting Fees	\$ 144,000
Interest Expense	\$ 468,000

These costs are estimated based on past projects, anticipated building finishes and design requirements from the tenants and City of Bedford Park.

Stephen R. Lowry
Wise, Incorporated

A handwritten signature in black ink, appearing to read 'Stephen R. Lowry', written over a horizontal line.

SUBSCRIBED AND SWORN
BEFORE ME THIS 24th DAY
OF MAY, 2007

T. Ann McDonald
Notary Public

My commission expires on: 11-19-08



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

SOUTHWESTERN MEDICAL CENTER, L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JANUARY 29, 1998, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



Authentication #: 0707802966

Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 19TH day of MARCH A.D. 2007

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

SW EQUITY HOLDINGS, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 30, 1986, 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.



Authentication #: 0707802970

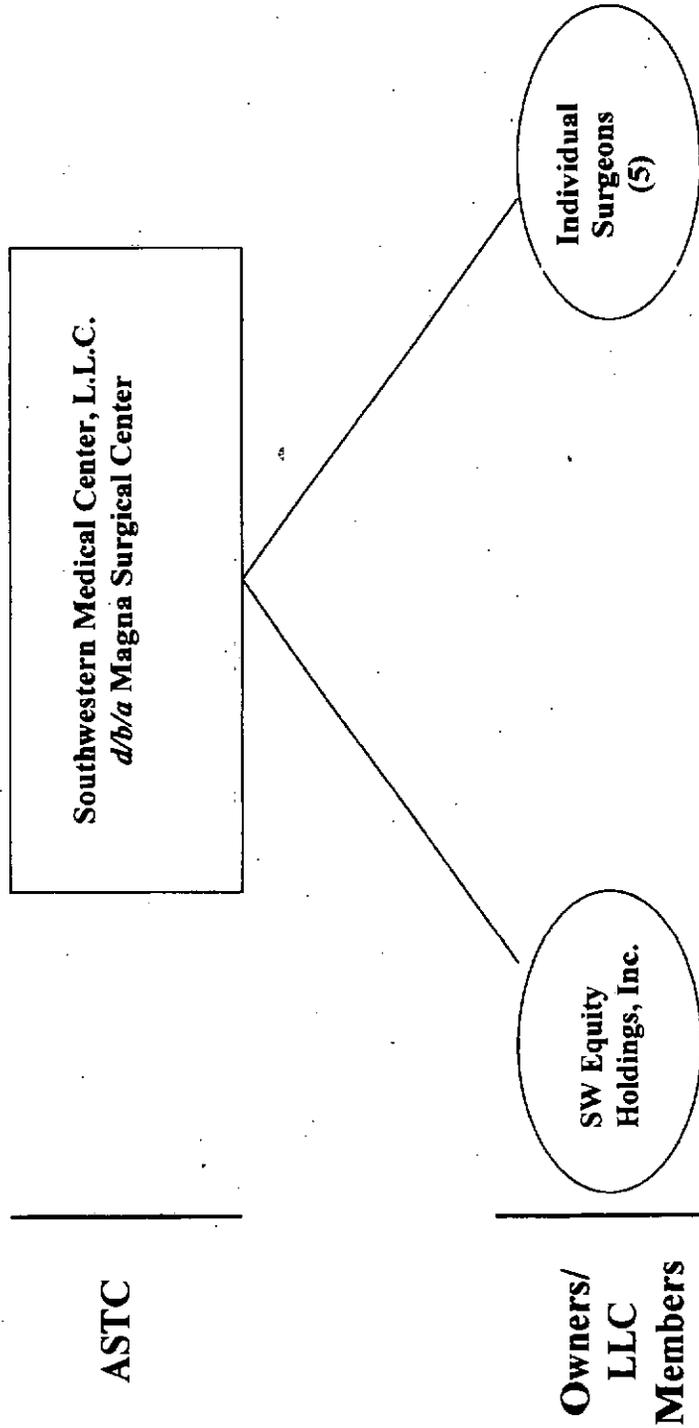
Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 19TH day of MARCH A.D. 2007

Jesse White

SECRETARY OF STATE

Organizational Chart



ASTC

Owners/
LLC
Members



Note: SW Equity Holdings, Inc. has a controlling interest in the operational entity.



Illinois State Water Survey

Main Office • 2204 Griffith Drive • Champaign, IL 61820-7495 • Tel (217) 333-2210 • Fax (217) 333-6540
Peoria Office • P.O. Box 697 • Peoria, IL 61652-0697 • Tel (309) 671-3196 • Fax (309) 671-3106



Special Flood Hazard Area Determination pursuant to Governor's Executive Order 5 (2006) (supersedes Governor's Executive Order 4 (1979))

Requester: Kristian A. Werling, McGuireWoods LLP
Address: 77 W. Wacker Dr., Suite 4100
City, state, zip: Chicago, IL 60601-1818 Telephone: (312) 750-8695

Site description of determination:
Site address: 7546 S. State Rd. (Parcel 19-28-202-014-0000)
City, state, zip: Bedford Park, IL
County: Cook Sec¼: SE 1/4 of NE 1/4 Section: 28 T. 38 N. R. 13 E. PM: 3rd
Subject area: Parcel 19-28-202-014-0000, which is within the area bounded by S. Cicero Ave. on the east, S. State Rd. on the northwest, and the south line of the NE 1/4 Sec. 28 on the south.

The property described above IS NOT located in a Special Flood Hazard Area or a shaded Zone X floodzone.
Floodway mapped: N/A Floodway on property: No
Sources used: FEMA Flood Insurance Rate Map (FIRM) Index 17031CIND2A (11/16/2006); cookcountyassessor.com.
Community name: Village of Bedford Park, IL Community number: 171007
Panel/map number: 17031C0515 F* Effective Date: November 16, 2006
Flood zone: X [unshaded]* Base flood elevation: N/A ft NGVD 1929

- N/A a. The community does not currently participate in the National Flood Insurance Program (NFIP). NFIP flood insurance is not available; certain State and Federal assistance may not be available.
- *X b. Panel not printed: no Special Flood Hazard Area on the panel (panel designated all Zone C or unshaded X).
- N/A c. No map panels printed: no Special Flood Hazard Areas within the community (NSFHA).

The primary structure on the property:

- N/A d. Is located in a Special Flood Hazard Area. Any activity on the property must meet State, Federal, and local floodplain development regulations. Federal law requires that a flood insurance policy be obtained as a condition of a federally-backed mortgage or loan that is secured by the building.
- N/A e. Is located in shaded Zone X or B (500-yr floodplain). Conditions may apply for local permits or Federal funding.
- *X f. Is not located in a Special Flood Hazard Area or a 500-year floodplain. (Flood insurance may still be available.)
- N/A g. A determination of the building's exact location cannot be made on the current FEMA flood hazard map.
- N/A h. Exact structure location is not available or was not provided for this determination.

Note: This determination is based on the current Federal Emergency Management Agency (FEMA) flood hazard map for the community. This letter does not imply that the referenced property will or will not be free from flooding or damage. A property or structure not in a Special Flood Hazard Area may be damaged by a flood greater than that predicted on the FEMA map or by local drainage problems not mapped. This letter does not create liability on the part of the Illinois State Water Survey, or employee thereof for any damage that results from reliance on this determination. This letter does not exempt the project from local stormwater management regulations.

Questions concerning this determination may be directed to Bill Saylor (217/333-0447) at the Illinois State Water Survey. Questions concerning requirements of Governor's Executive Order 5 (2006), or State floodplain regulations, may be directed to John Lentz (847/608-3100) at the IDNR Office of Water Resources.

William Saylor
William Saylor, CFM IL-02-06107, Illinois State Water Survey

Title: ISWS Surface Water & Floodplain Information Date: 5/24/2007

Post-It® Fax Note	7671	Date	5/24/07	# of pages	2
To	Kristian Werling / McGuireWoods LLP	From	Bill Saylor		
Co./Dept.	McGuireWoods LLP	Co.	ISWS		
Phone #		Phone #	217-333-0447		

9/26/2016

IDEN-4

K. Historic Resources Preservation Act Requirements

Attached are aerial photographs of the proposed site, as well as a map of the area. The area contains no structures having historical value and it is not anticipated that the proposed structure will conflict with the historic preservation efforts of the state.

As can be seen in the photographs, construction will take place on primarily underutilized land. The structure that is on the property at present is a vacant building that formerly housed two retail chains. As the photos indicate, this building is a typical strip mall design from recent decades with no historical significance. In fact, the new building's design will enhance the architectural integrity of the area.

Adjacent to the proposed site is the Ford City Mall, a retail complex that was located in the community in the late 1960's. Since the mall was located in the area, additional retail and food service businesses have located in the area all quite recently. As the map shows, the area is dominated by big-box retailers such as Costco, Target, Circuit City and Best Buy. All of these businesses are located in close proximity to the Ford City Mall and the proposed site. The buildings housing these retail establishments also have no historical significance. Additionally, the current site along with property across State Road to the northwest of the proposed site is a former truck depot that has been demolished and provides no historical value.

COSTCO

Circuit City

Cicero Ave

Access

SITE

STANTERD

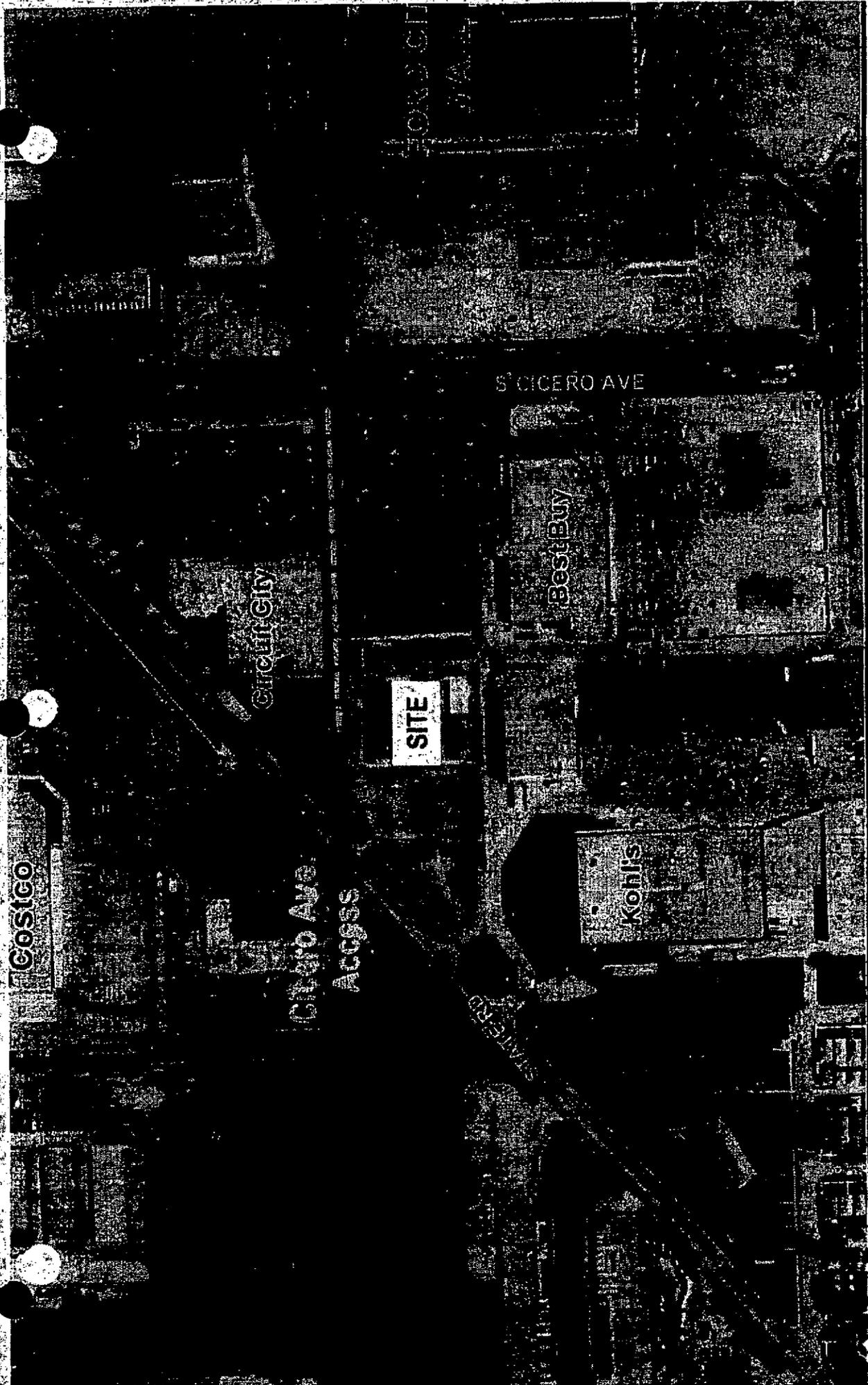
Best Buy

Kohl's

S CICERO AVE

FOR 2011

2011



1.00 Mile

WALMART

TARGET

SITE

COSTCO

Best Buy

Best Buy

JOHNSON

MARK

KOHL'S

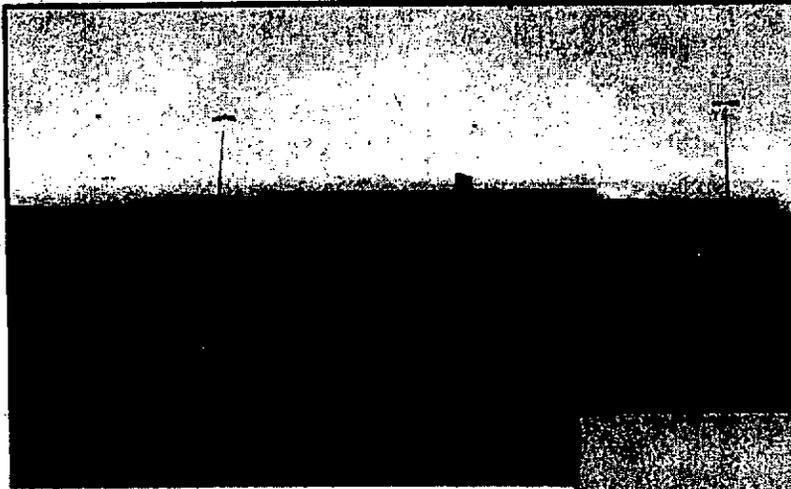
APCO

WALMART

WALMART

WALMART

WALMART



Front of building on State St.



**Front of building with pylon sign
and access on State St.
(Frank's panel)**



**Pylon sign and access on State St.
(Frank's panel)**

VISTA MEDICAL CENTER LINDENHURST – APPLICATION FOR PERMIT

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

Q. Cost/Space Requirements

Department/ Area	Cost	Gross Square Feet		Amount of Proposed Total GSF That Is:			
		Existing	Proposed	New Construction	Remodeled	As Is	Vacated Space
ASTC	\$2,191,425		11,868	11,868			
Circulation	\$448,700		2,430	2,430			
Total	\$2,640,125		14,298	14,298			

Costs include tenant improvement costs including contingencies.

SECTION II. DISCONTINUATION (DISC)

This section is applicable to any project that involves discontinuation of a health care facility or discontinuation of a category of service. Refer to Part 1130.140 for the definition of discontinuation. NOTE: If the project is solely for discontinuation and if there is no project cost, the remaining sections of the application are not applicable.

Criterion 1110.130, Discontinuation

Read the review criterion and provide the following information:

- A. The reasons for the discontinuation;
- B. The anticipated or actual date of discontinuation, or the date the last person was or will be discharged or treated, as applicable;
- C. The availability of other services or facilities in the planning area that are available and willing to assume the applicant's workload without conditions, limitations, or discrimination. Documentation must include letters from such facilities attesting to such ability and willingness to accommodate the applicant's workload;
- D. A closure plan indicating the process used to provide alternative services or facilities for the patients prior to or upon discontinuation;
- E. The anticipated use of the physical plant and equipment after discontinuation has occurred and the anticipated date of such use.

APPEND DOCUMENTATION AS ATTACHMENT DISC AFTER THE LAST PAGE OF THIS SECTION.

1110.130 Discontinuation

The proposed project involves the relocation of an existing ambulatory surgical treatment center from its current site at 9831 South Western Avenue, Chicago 60643, to a new site at 7456 South State Road, Bedford Park 60638.

The rules of the Illinois Health Facilities Planning Board require that this project be reviewed as a discontinuation, and subsequent establishment of a new facility. Practically speaking, the services of the existing ASTC are not being discontinued at all, but rather moved to a new location.

1. The existing facility is being discontinued owing to physical restrictions at the present location. Southwestern Medical Center is located in the basement of a medical office building. The applicant has investigated the possibility of moving to larger space on an upper floor in the existing location, but this option is not available owing to the fact the medical office building is fully occupied. Further, due to an ongoing dispute with the landlord, there is considerable uncertainty as to the ability of the Center to remain in the building at its current location. Further, because of the full occupancy of the building and the services provided by the other tenants, parking for both staff and patients is significantly restricted. Southwestern Medical Center has been obliged to rent parking spaces from an adjacent fast food restaurant, but even this extra capacity is insufficient much of the time.

Southwestern Medical Center has been at its current location for twenty years, since 1987. Since that time, both the types and complexities of procedures able to be performed in ASTCs have grown significantly. However, the applicant has not been able to fully accommodate the physical requirements associated with this growth owing to the physically constrained nature of the existing space. With no room to grow and no ability to modernize in place without completely shutting down operations, the applicant has been forced to move to a new location in order to maintain quality and access.

2. The anticipated date of discontinuation is the date the relocated facility will become operational, December 2009.

3. It is not necessary to arrange for other area ASTC providers to assume the workload of Southwestern Medical Center. It is anticipated that no disruption or suspension of surgical availability will occur as a result of this project.

4. Southwestern Medical Center is in the process of developing a plan for the physical relocation of staff and equipment. Owing to the fact that patients do not stay in the facility overnight, it is not necessary to develop a plan for patient discharge and readmission to a different facility.

5. The current physical plant is located in leased space in a medical office building; the applicant assumes the space will be given over to other medical office tenants. Major moveable equipment will be relocated to the new facility as appropriate.

SECTION VII. REVIEW CRITERIA RELATING TO ALL MODERNIZATION PROJECTS (MOD)

This section is applicable to all projects proposing modernization. Modernization includes, but is not limited to: expanding a department, acquiring major medical equipment, remodeling, or constructing additions or new buildings.

A. Specific Information Requirements

Indicate if the following areas or departments are to be modernized and provide the information as applicable.

1. AMBULATORY CARE (Include all outpatient clinics) -- Is this area being modernized? Yes No **XX**

If yes, provide:

- a. The number of visits for each of the last three years:

Year	_____	_____	_____
Number	_____	_____	_____

- b. The number of treatment/examination rooms: Existing _____ Proposed _____

2. AMBULATORY SURGERY TREATMENT CENTERS-- Is this area being modernized? Yes **XX** No

If yes, provide:

- a. The number of procedures for each of the last three years:

Year	<u>2004</u>	<u>2005</u>	<u>2006</u>
Number	<u>3,335</u>	<u>3,189</u>	<u>2,972</u>

- b. The number of visits for each of the last three years:

Year	<u>2004</u>	<u>2005</u>	<u>2006</u>
Number	<u>3,022</u>	<u>3,189</u>	<u>2,972</u>

- c. The number of operating rooms for each of the last three years:

Year	<u>2004</u>	<u>2005</u>	<u>2006</u>
Number	<u>3</u>	<u>3</u>	<u>3</u>

3. CARDIAC CATHETERIZATION -- Is this area being modernized? Yes No **XX**

If yes, provide the number of inpatient, outpatient, and total procedures (patient visits) performed on adults and on pediatric patients for each of the past three years:

ADULT			PEDIATRIC		
Year	_____	_____	_____	_____	_____
Inpatient	_____	_____	_____	_____	_____
Outpatient	_____	_____	_____	_____	_____
Total	_____	_____	_____	_____	_____

4. EEG DEPARTMENT OR AREA -- Is this area being modernized? Yes No **XX**

If yes, provide the number of inpatient, outpatient, and total procedures for each of the past three years:

Year	_____	_____	_____
Inpatient	_____	_____	_____
Outpatient	_____	_____	_____
Total	_____	_____	_____

5. EKG DEPARTMENT OR AREA -- Is this area being modernized? Yes No **XX**

If yes, provide the number of inpatient, outpatient, and total procedures for each of the past three years:

Year	_____	_____	_____
Inpatient	_____	_____	_____
Outpatient	_____	_____	_____
Total	_____	_____	_____

6. HEMODIALYSIS SERVICES -- Is this area being modernized? Yes No **XX**

If yes, provide the following information:

a. The number of treatment stations: existing _____ proposed _____

b. The number of treatments performed for each of the last three years:

Year	_____	_____	_____
Treatments	_____	_____	_____

7. LABOR-DELIVERY-RECOVERY -- Is this area being modernized? Yes No **XX**

If yes, provide the following information:

a. The number of

Labor rooms	_____
Delivery/birthing rooms	_____
Recovery stations	_____
LDR's	_____
LDRP rooms	_____

b. The number of procedures and deliveries for each of the last three years:

Year	_____	_____	_____
Procedures	_____	_____	_____
Deliveries	_____	_____	_____

8. LABORATORY SERVICES -- Is this area being modernized? Yes No **XX**

If yes, provide the number of equivalent full-time employees (FTE's) employed in the laboratory _____

9. MAGNETIC RESONANCE IMAGING -- Is this area being modernized? Yes No **XX**

If yes, provide the following information for each of the last three years:

Year	_____	_____	_____
Number of visits	_____	_____	_____
Number of scans	_____	_____	_____

10. NURSERY (other than neonatal intensive care units) -- Is this area being modernized? Yes No **XX**
 If yes, provide the following for each of the last three years:

Year	_____	_____	_____
Number of newborns	_____	_____	_____
Number of patient days	_____	_____	_____

11. OCCUPATIONAL THERAPY -- Is this area being modernized? Yes No **XX**
 If yes, provide the following information for each of the last three years:

Year	_____	_____	_____
Inpatient treatments	_____	_____	_____
Outpatient treatments	_____	_____	_____
Number of visits	_____	_____	_____

12. PHYSICAL THERAPY -- Is this area being modernized? Yes No **XX**
 If yes, provide the following information for each of the last three years:

Year	_____	_____	_____
Inpatient treatments	_____	_____	_____
Outpatient treatments	_____	_____	_____
Total treatments	_____	_____	_____
Number of visits	_____	_____	_____

13. PULMONARY FUNCTION -- Is this area being modernized? Yes No **XX**
 If yes, provide the following information for each of the last three years:

Year	_____	_____	_____
Inpatient procedures	_____	_____	_____
Outpatient procedures	_____	_____	_____
Total procedures	_____	_____	_____
Number of visits	_____	_____	_____

14. RECOVERY (SURGICAL) -- Is this area being modernized? Yes No **XX**
 If yes, provide the existing and proposed number of stations by type:

	Existing	Proposed
Inpatient	_____	_____
Outpatient Stage I	_____	_____
Outpatient Stage II	_____	_____

15. RESPIRATORY THERAPY -- Is this area being modernized? Yes No **XX**
 If yes, provide the following information for each of the last three years:

Year	_____	_____	_____
Inpatient treatments	_____	_____	_____
Outpatient treatments	_____	_____	_____
Total treatments	_____	_____	_____
Number of visits	_____	_____	_____

16. DIAGNOSTIC RADIOLOGY -- Is this area being modernized? Yes No **XX**
If yes, provide the following information classifying procedure rooms as general or special according to the type of machines employed.

General machines are:

- Radiographic
- Fluoroscopic
- Radiographic/Fluoroscopic
- Tomographic (linear)
- Tomographic (multi-directional)

Special machines are:

- Angiographic
- CT Scanner
- Mammography
- Sonographic (ultrasound)

- a. Provide the number of existing and proposed general procedure rooms by machine type.
- b. Provide the number of existing and proposed special procedure rooms by machine type.

APPEND DOCUMENTATION AS ATTACHMENT MOD-1A AFTER THE LAST PAGE OF THIS SECTION.

17. EMERGENCY SERVICES -- Is this area being modernized? Yes No **XX**
If yes, provide the following information:

- a. The number of existing and proposed treatment/examination rooms;
- b. A list of any of the above rooms that are or will be used for purposes other than general treatment;
- c. The number of visits for each of the last three years.

APPEND DOCUMENTATION AS ATTACHMENT MOD-1B AFTER THE LAST PAGE OF THIS SECTION.

18. INPATIENT BED AREA -- Is this area being modernized? Yes No **XX**
If yes, provide the following information:

- a. The number of existing and proposed private rooms, semi-private rooms, and three or more occupancy rooms (by category of service for each type of room) for the entire facility and for the project;
- b. Line drawings showing the configuration of the unit(s) being modernized.

APPEND DOCUMENTATION AS ATTACHMENT MOD-1C AFTER THE LAST PAGE OF THIS SECTION.

19. NUCLEAR MEDICINE -- Is this area being modernized? Yes No **XX**
If yes, provide the following information:

- a. A list of the existing and proposed major pieces of equipment;
- b. The existing and proposed number of procedure rooms;
- c. The number of inpatient, outpatient, and total procedures done for each of the last three years;
- d. A breakdown of the procedures into types of procedures and machine time/procedure for the last year.

APPEND DOCUMENTATION AS ATTACHMENT MOD-1D AFTER THE LAST PAGE OF THIS SECTION.

20. RADIATION THERAPY -- Is this area being modernized? Yes No **XX**

If yes, provide the following information:

- a. The number of treatments and the number of "courses of treatment" for each of the last three years;
- b. A list of the existing and proposed pieces of megavoltage equipment.

APPEND DOCUMENTATION AS ATTACHMENT MOD-1E AFTER THE LAST PAGE OF THIS SECTION.

21. SURGERY -- Is this area being modernized? Yes No **XX**

If yes, provide the following information:

- a. The existing and proposed number of procedure rooms. Indicate the use of these rooms such as general, open heart, eye, endoscopy, and cystology. Indicate how many rooms are dedicated solely to outpatient surgery, solely to inpatient surgery, and how many are used for both.
- b. The inpatient, outpatient, and total hours of utilization (including clean-up and set-up time) for each of the last three years;
- c. The total hours of utilization (including clean-up and set-up time) for each type of procedure room for each of the last three years;
- d. The number of inpatient, outpatient, and total surgical visits for each type of surgical specialty for each of the last three years.

APPEND DOCUMENTATION AS ATTACHMENT MOD-1F AFTER THE LAST PAGE OF THIS SECTION.

22. OTHER DEPARTMENTS OR AREAS -- Are any other areas being modernized? Yes No **XX**

If yes, identify the area(s) and provide workload data for each area for each of the last three years.

APPEND DOCUMENTATION AS ATTACHMENTS MOD-1G, MOD-1H, MOD-1I, MOD 1J, etc. AFTER THE LAST PAGE OF THIS SECTION.

B. Criterion 1110.420.b, Modern Facilities

A criterion must be claimed for EACH department or area to be modernized. The justification for each department or area must be on a separate page. Choose the criterion or criteria which most clearly approximates the reason for proposing the modernization.

At least ONE of the following two criteria must be claimed for EACH department or area proposed for modernization.

1. Read criterion 1110.420.b.1. **This criterion cannot be used to justify any increase in square footage. If expansion of a department is proposed, criterion 1110.420.b.2 must be claimed.**

Indicate if this criterion is claimed and submit the following:

- a. the age of the building or piece of equipment;
- b. the downtime experienced on the piece of equipment for each of the last three years;
- c. the cost of repair experienced on the piece of equipment for each of the last three years;
- d. a detailed explanation of why and how it was determined that the building or piece of equipment was deteriorated and needs to be replaced;
- e. provide copies of any licensing, certification, or fire protection citations.

APPEND DOCUMENTATION AS ATTACHMENT MOD-2 AFTER THE LAST PAGE OF THIS SECTION.

2. Read Criterion 1110.420.b.2. Identify if this criterion is claimed and submit the following information:
 - a. a detailed explanation of why and how it was determined that expansion of the department or area was necessary;
 - b. a discussion of the alternatives considered to expanding the department (e.g. increasing the hours or days of operation) and why the alternatives were rejected.

APPEND DOCUMENTATION AS ATTACHMENT MOD-3 AFTER THE LAST PAGE OF THIS SECTION.

C. Criterion 1110.420.c, Major Medical Equipment NOT APPLICABLE

Read Criterion 1110.420.c and provide documentation that the equipment will achieve or exceed the applicable target utilization levels specified in Appendix B of Part 1110 within 12 months after becoming operational.

APPEND DOCUMENTATION AS ATTACHMENT MOD-4 AFTER THE LAST PAGE OF THIS SECTION.

1110.420.b.2. Modern Facilities

The primary mission of Southwestern Medical Center, LLC is to provide the best and most efficient care to the patients who come to our facility. Completed in 1987, Southwestern Medical Center, LLC *dba* Magna Surgical Center was constructed in its current location on the lower level of 9831 S. Western Avenue according to the standards of the day and has maintained Joint Commission Accreditation uninterrupted since opening its doors. Since that time, the standards of care for the physical plant, the operational flow and the space needs of a freestanding ambulatory surgical treatment center have changed and evolved. In addition, the needs and desires of physicians bringing cases to an ASTC have changed.

Consistent with our mission, we strive to create and maintain the highest-quality physical plant in order to meet and exceed industry standards and ensure safety and quality care. The lower level location and lack of contiguous space for expansion and modification limit our ability to make the physical plant changes and additions to the Center in the future that would allow us to stay current with industry standards. The cost of modifying the space is obviously extraordinary. However, the nature of the lower level, "land-locked" space precludes achieving the goal of creating a facility that would meet the standards of today or the near future given the continuously evolving requirements. At this point, given the age and location of the facility, failing to relocate would potentially end in failing to meet regulatory standards and decreased utilization by patients and physicians.

The proposed location in Bedford Park was located after approximately 24 months of searching for alternative spaces that would meet our needs. The services of a local real estate firm were employed for the majority of that time. The insufficient size of many of the lots in Beverly, Evergreen Park, Oak Lawn and the surrounding Chicago area as well as the great demand for space in the same area limited our options. The surrounding area has seen great growth and development in the last several years. The few properties that were seemingly feasible and available prior to finding the current location were hampered by environmental compromise or lack of space for parking that met regulation.

The proposed Bedford Park site fulfills the criteria that will allow us to meet our mission. Our lease gives us access to a newly-built facility that would meet or exceed the standards of today and remain durable for the foreseeable future without great cost. We would be able to provide patients with the safest and most efficient facility following construction by the lessor. Several of the physicians and physician groups who are currently active and busy at the current ASTC have signed letters of intent for the majority of the proposed medical office space to be housed in the same building as the proposed ASTC. The proximity of the physician office space to the ASTC would only enhance the utilization of the Center and convenience and efficiency of care for patients.

After a long period of due diligence, we have found an ideal location that would allow us to meet our mission of providing care to patients in our area. The newly-built facility leased by us would allow us to provide care in the optimal physical plant without great expenditure. The commitment of currently active physician groups to office space in the same building as the ASTC will allow us to maximize utilization of the ASTC and convenient care for patients.

SECTION III. GENERAL REVIEW CRITERIA

This section is applicable to all projects EXCEPT those projects that are solely for discontinuation with no project costs and those projects that are non-substantive and subject only to a Part 1120 review. Refer to Part 1110.40 for the requirement for non-substantive projects.

A. Criterion 1110.230.a, Location

Check if the project will result in any of the following: establishment of a health care facility; establishment of a category of service; acquisition of major medical equipment (for treating inpatients) that is not or will not be located in a health care facility and is not being acquired by or on behalf of a health care facility. If NO boxes are checked, this criterion is not applicable. If any box is checked, read the criterion and submit the following:

1. A map (8 1/2" x 11") of the area showing:
 - a. the location of the applicant's facility or project;
 - b. the name and location of all the other facilities providing the same service within the planning area and surrounding planning areas within 30 minutes travel time of the proposed facility;
 - c. the distance (in miles) and the travel time (under normal driving conditions) from the applicant's facility to each of the facilities identified in b. above;
 - d. an outline of the proposed target population area.
2. For existing facilities, provide patient origin data for all admissions for the last 12 months presented by zip code. Note this information must be based upon the patient's legal residence other than a health care facility for the last 6 months immediately prior to admission. For all other projects for which referrals are required patient origin data for the referrals must be provided.
3. The ratio of beds to population (population will be based upon the latest census data by zip code) within 30 minutes travel time of the proposed project.
4. The status of the project in the zoning process. Provide letter(s) from the appropriate local officials.
5. Evidence of legal site ownership, possession, or option to purchase or lease.

APPEND DOCUMENTATION AS ATTACHMENT GRC-1 AFTER THE LAST PAGE OF THIS SECTION.

B. Criterion 1110.230.b, Background of Applicant

Read the criterion and submit the following information:

1. A listing of all health care facilities owned or operated by the applicant, including licensing, certification and accreditation identification numbers, if applicable.
2. Proof of current licensing and, if applicable, certification and accreditation of all health care facilities owned or operated by the applicant.
3. A certification from the applicant listing any adverse action taken against any facility owned or operated by the applicant during the three (3) years prior to the filing of the application.
4. Authorization(s) permitting the State Board and Agency access to information in order to verify any documentation or information submitted in response to the requirements of this subsection or to obtain any

documentation or information that the State Board or Agency finds pertinent to this subsection. Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any action by the State Board.

APPEND DOCUMENTATION AS ATTACHMENT GRC-2 AFTER THE LAST PAGE OF THIS SECTION.

C. Criterion 1110.230.c, Alternatives to the Proposed Project

Read the criterion and provide the following information:

1. Provide a comparison of all of the alternatives considered including the alternative of doing nothing. The comparison must address cost benefit analyses, patient access, quality, and short and long-term financial benefits.
2. Discuss why the alternative of using other area facilities or resources to meet the needs identified in your project is not feasible.
3. Discuss why the alternative of utilizing underutilized bed or other space in the facility is not feasible.
4. If the alternative selected is based solely or in part on improved quality of care, provide empirical evidence (including quantified outcome data) that verifies improved quality of care.

APPEND DOCUMENTATION AS ATTACHMENT GRC-3 AFTER THE LAST PAGE OF THIS SECTION.

D. Criterion 1110.230.d, Need for the Project

Is the need for the project based upon need assessment per Part 1100 or a variance? Yes No

If no is indicated, read the criterion and submit the following as applicable:

1. Copies of area market studies including explanations regarding how and when these studies were performed.
2. Calculation of the need for the beds or services including the models used to estimate the need (all assumptions used in the model and the mathematical calculations must be included).
3. Identification of the individuals likely to use the proposed beds or service by:

Provide letters from physicians or hospitals which document how many patients were referred for this service in the past 12 months, where the patients were referred and how many patients will be referred annually to the proposed project.

4. If the project is for the acquisition of major medical equipment that does NOT result in the establishment of a category of service, provide documentation that the equipment will achieve or exceed the applicable target utilization levels specified in Appendix B of Part 1110 within 12 months after acquisition.

APPEND DOCUMENTATION AS ATTACHMENT GRC-4 AFTER THE LAST PAGE OF THIS SECTION.

E. Criterion 1110.230.e, Size of Project

Read the criterion and provide the following:

1. For any department involved in this project that has a square footage which exceeds the State Norm found in Appendix B of Part 1110 or if no State Norm is shown in Appendix B, provide:
 - a. a rationale explaining how the proposed square footage was determined;

- b. copies of any standards used to determine appropriate square footage;
- c. architectural drawings showing any design impediments in the existing facility; and
- d. if the project is for the conversion of beds from one category of service to another an explanation as to why the excess space within the facility cannot be more appropriately used for other purposes.

APPEND DOCUMENTATION AS ATTACHMENT GRC-5 AFTER THE LAST PAGE OF THIS SECTION.

- 2. If the project involves a category of service for which the State Board has established utilization targets, provide the following:
 - a. projected utilization for the first two years of operation after project completion;
 - b. an explanation regarding how these projections were developed;
 - c. copies of any contracts with new physicians or professional staff;
 - d. a list of any new procedures which will affect the workload of the facility.

APPEND DOCUMENTATION AS ATTACHMENT GRC-6 AFTER THE LAST PAGE OF THIS SECTION.

1110.230.a Location

1. A map of the geographic service area showing the location of the proposed project, as well as the location of all other ASTCs and hospitals within 30 minutes travel time, is included with this Attachment.

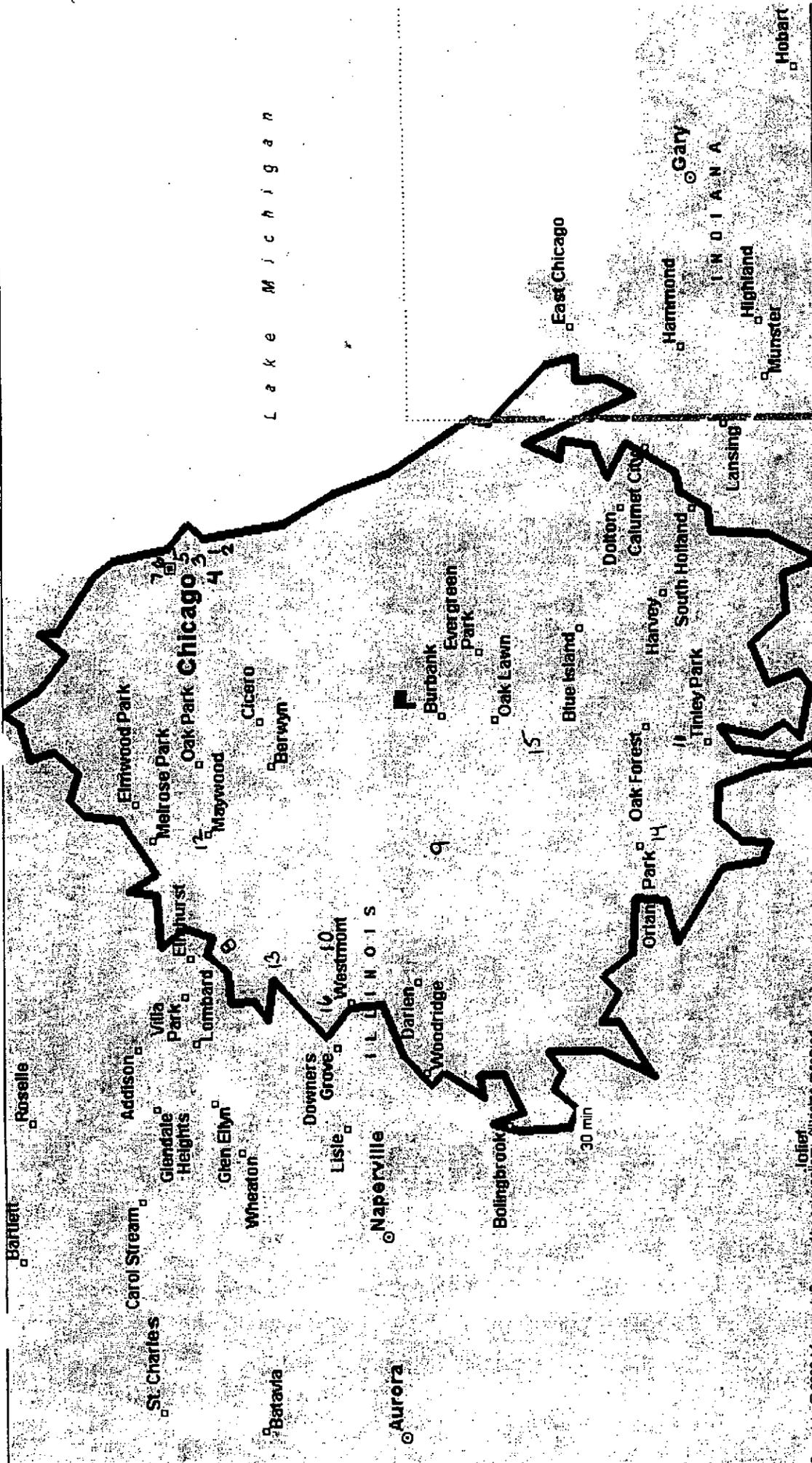
A list of the names, addresses and distance in time and miles of all other ASTCs and hospitals within 30 minutes travel time is included with this Attachment.

An outline of the proposed target population area is indicated on the map of the service area.

2. Patient origin data for Southwestern Medical Center is included with this Attachment.

3. The proposed location is appropriately zoned for use as an ASTC.

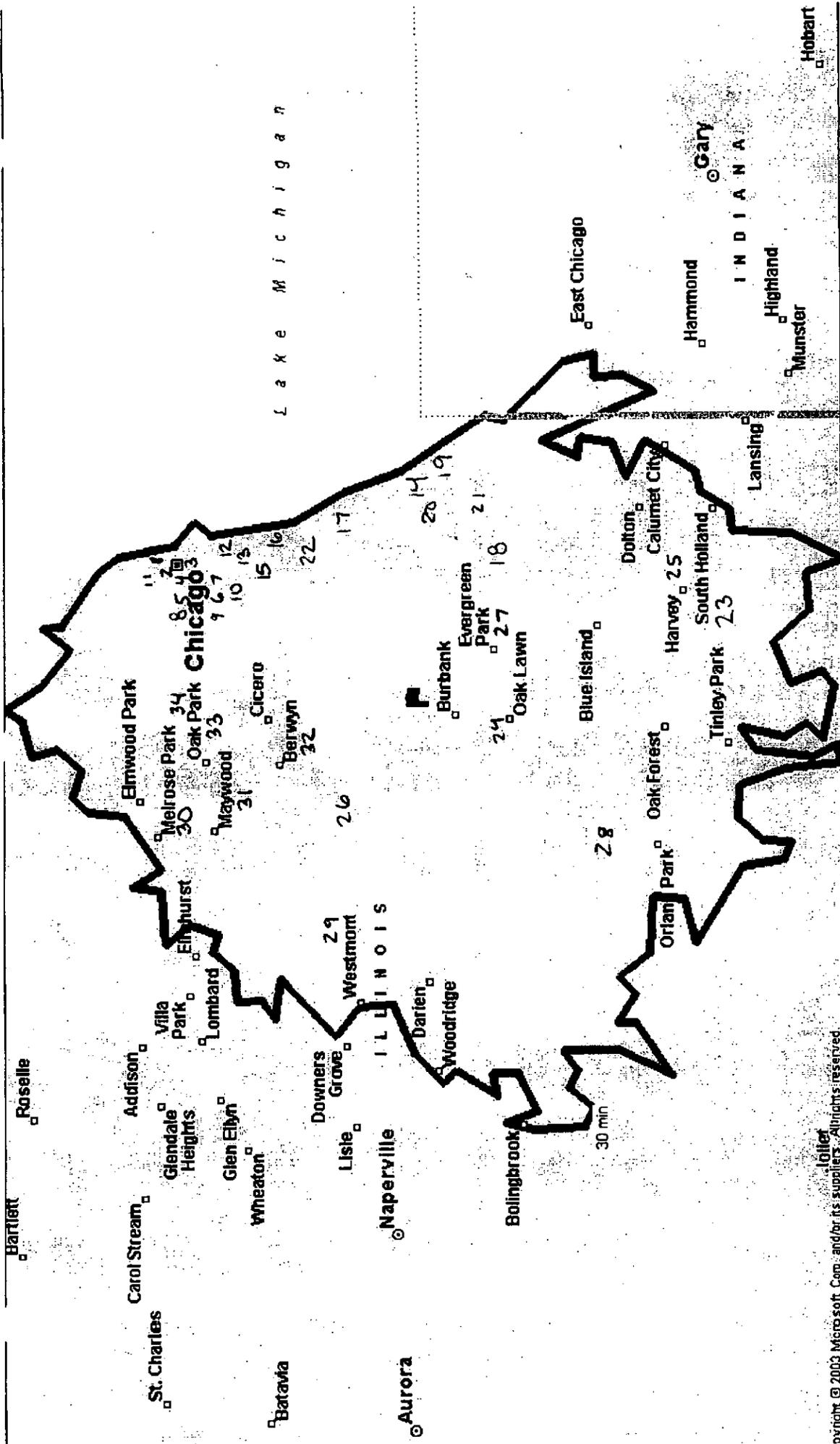
4. A copy of the lease, contingent upon issuance of a Certificate of Need Permit for the proposed ASTC, is included in Section I as Attachment INFO-6.



Key: The numbers indicate the location of ASC's in relation to the proposed site at 7456 South State Road, Bedford Park, Illinois 60638. See next page for more information.

Distance of Area ASCs to Proposed New Site at 7456 S. State Road, Bedford Park, IL 60638

	Hospital	Address	City	State	Zip	Distance (in miles)	Time (in minutes)
1	25 East Same Day Surgery	25 East Washington, Suite 300	Chicago	IL	60602	13.41	25
2	Concord Medical Center	17 W. Grand Avenue	Chicago	IL	60610	14.46	25
3	River North Same Day Surgery Cntr	One East Erie	Chicago	IL	60611	14.5	25
4	Rush Surgicenter-Prof. Bldg.	1725 West Harrison, Suite 556	Chicago	IL	60612	13.4	23
5	The Surgery Center at 900 N. Michigan	60 East Delaware Avenue, 15th Floor	Chicago	IL	60611	14.8	26
6	WaterTower Surgicenter	845 N. Michigan Ave.	Chicago	IL	60611	14.9	26
7	Children's Mem. Spec. Ped.	2300 Childrens Plaza	Chicago	IL	60614	16.6	30
8	Elmhurst Outpatient Surgery Center	1200 South York Road	Elmhurst	IL	60126	18.96	28
9	Forest Medical-Surgical Center	9050 West 81st Street	Justice	IL	60458	5.63	13
10	Hinsdale Surgical Center	908 N Elm St # 401	Hinsdale	IL	60521	15.46	24
11	Ingalls Same Day Surgery	6701 W. 159th Street	Tinley Park	IL	60477	12.53	27
12	Loyola University Amg. Surg. Ctr.	2160 South First Ave, Bldg. 150, Room 4109	Maywood	IL	60153	14.11	27
13	The Oak Brook Surgical Center	2425 West 22nd Street, Suite 101	Oak Brook	IL	60523	20.14	30
14	Orland Park Surgical Center, LLC	9550 W. 167th Street	Orland Park Palos	IL	60467	17.18	30
15	Palos Surgicenter, LLC	7340 West College	Heights	IL	60463	7.08	17
16	Salt Creek Surgery Center	530 North Cass Ave.	Westmont	IL	60559	18.39	30



Key: The numbers indicate the location of hospitals in relation to the proposed site at 7456 South State Road, Bedford Park, Illinois 60638. See next page for more information.

Distance of Area Hospitals to Proposed New Site at 7456 S. State Road, Bedford Park, IL 60638

Hospital	Address	City	State	Zip	Distance (in miles)	Time (in minutes)
1 Lincoln Park Hospital	550 West Webster Avenue	Chicago	IL	60614	16.61	30
2 Northwestern Memorial Hospital	251 E. Huron	Chicago	IL	60611	15	27
3 Bethany Hospital	3410 W Van Buren St	Chicago	IL	60624	15.49	25
4 John Stroger Hospital of Cook County	1901 W. Harrison	Chicago	IL	60612	13.91	24
5 Loretto Hospital	645 S. Central Avenue	Chicago	IL	60644	9.12	23
6 Mount Sinai Hospital	California Avenue at 15th Street	Chicago	IL	60608	8.92	21
7 Rush University Medical Center	1650 W. Harrison	Chicago	IL	60612	13.35	23
8 Sacred Heart Hospital	3240 W Franklin Boulevard	Chicago	IL	60624	10.87	30
9 Saint Mary of Nazareth Hospital	2233 W Division St.	Chicago	IL	60622	15.19	28
10 St. Anthony Hospital	2875 W 19th St	Chicago	IL	60623	8.75	20
11 St. Elizabeth's Hospital	1431 N. Western Ave.	Chicago	IL	60622	15.98	28
12 University of Illinois Medical Center	1740 W Taylor St	Chicago	IL	60612	10.54	24
13 Holy Cross Hospital	2701 West 68th Street	Chicago	IL	60629	3.83	10
14 Jackson Park Hospital and Medical Center	7531 S Stony Island Ave	Chicago	IL	60649	9.47	22
15 Mercy Hospital & Medical Center	2525 South Michigan Avenue	Chicago	IL	60616	11.73	22
16 Michael Reese Hospital & Medical Center	2929 S. Ellis Avenue	Chicago	IL	60616	11.68	21
17 Provident Hospital of Cook County	500 E. 51st Street	Chicago	IL	60615	11.48	24
18 Roseland Community Hospital	45 W. 111th Street	Chicago	IL	60628	10.97	25
19 South Shore Hospital	8012 South Crandon Avenue	Chicago	IL	60617	10.04	24
20 St. Bernard Hospital	326 W 64th St	Chicago	IL	60621	7.05	21
21 Advocate Trinity Hospital	2320 East 93rd Street	Chicago	IL	60617	13.24	26
22 University of Chicago Medical Center	5841 S. Maryland Avenue	Chicago	IL	60637	11.66	25
23 Advocate South Suburban Hospital	17800 South Kedzie Avenue	Hazel Crest	IL	60429	15.71	29
24 Advocate Christ Medical Center	4440 West 95th Street	Oak Lawn	IL	60453	3.43	8
25 Ingalls Memorial Hospital	One Ingalls Drive	Harvey	IL	60426	14.51	26
26 LaGrange Memorial Hospital	5101 Willow Springs Rd.	LaGrange	IL	60525	10.73	23
27 Little Company of Mary Hospital	2800 W. 95th St.	Evergreen Park	IL	60805	5.51	13
28 Palos Community Hospital	12251 S. 80th Avenue	Palos Heights	IL	60463	7.79	18
29 Adventist Hinsdale Hospital	120 N Oak St	Hinsdale	IL	60521	16.17	27
30 Gottlieb Memorial Hospital	701 W. North Ave.	Melrose Park	IL	60160	15.61	33
31 Loyola University Medical Center	2160 South First Avenue	Maywood	IL	60153	14.11	27
32 MacNeal Memorial Hospital	3249 S. Oak Park Avenue	Berwyn	IL	60402	7.94	21
33 Rush Oak Park Hospital	520 S. Maple Ave.	Oak Park	IL	60304	11.63	26
34 West Suburban Hospital	3 Erie Court	Oak Park	IL	60302	11.02	27

SW Med Cn D.B.A Magna Surgical Cn

Report ID: 5-1077 Revision: 03/30/07
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Patient Zip Code Analysis Report

Page:

1

Date Range - Surgery Date From: 01/01/2006 to: 12/31/2006 ()

Group By: ZipCode			
06466	27	CAROBENE, MD, HOLLY S	1
ZipCode:		06466	1
33810	285	JAIN, MD, NEERAJ	3
ZipCode:		33810	3
46304	93	SYLORA, MD, HERME O	1
ZipCode:		46304	1
46311	286	CHERNOFF, M.D., ALLEN M	1
	82	MC CLELLAN, MD, JOHN B	1
ZipCode:		46311	2
46320	266	BROOKER, MD, JAY M	1
	27	CAROBENE, MD, HOLLY S	2
ZipCode:		46320	3
46321	266	BROOKER, MD, JAY M	1
ZipCode:		46321	1
46324	27	CAROBENE, MD, HOLLY S	3
	327	Cupic, M.D., Milorad	1
	302	Dwarakanathan, M.D., Surendar	1
	269	SONNENBERG, M.D., JOHN D	3
ZipCode:		46324	8
46368	77	LUBECK, MD, DAVID M	1
ZipCode:		46368	1
46373	77	LUBECK, MD, DAVID M	1
ZipCode:		46373	1
46392	264	JOHN, M.D., THOMAS	1
ZipCode:		46392	1
46394	269	SONNENBERG, M.D., JOHN D	1
ZipCode:		46394	1
46404	327	Cupic, M.D., Milorad	2
	269	SONNENBERG, M.D., JOHN D	1
ZipCode:		46404	3
46410	36	COUPET, MD, EDOUARD	1
	77	LUBECK, MD, DAVID M	2
ZipCode:		46410	3
53142	269	SONNENBERG, M.D., JOHN D	1
ZipCode:		53142	1
60025	117	RUBIN, MD, GARY V	1
ZipCode:		60025	1

60056	48	FOULKES, MD, RICHARD B	2
ZipCode:		60056	2
60062	285	JAIN, MD, NEERAJ	1
ZipCode:		60062	1
60104	48	FOULKES, MD, RICHARD B	1
ZipCode:		60104	1
60137	37	DANGLES, MD, GEORGE J	1
ZipCode:		60137	1
60142	48	FOULKES, MD, RICHARD B	1
	285	JAIN, MD, NEERAJ	1
ZipCode:		60142	2
60143	48	FOULKES, MD, RICHARD B	2
ZipCode:		60143	2
60148	77	LUBECK, MD, DAVID M	1
ZipCode:		60148	1
60162	327	Cupic, M.D., Milorad	3
ZipCode:		60162	3
60172	264	JOHN, M.D., THOMAS	1
ZipCode:		60172	1
60177	329	Feitl, M.D., Marianne E	1
ZipCode:		60177	1
60304	303	IYER, MD, ANITA	1
ZipCode:		60304	1
60305	336	LIPSON, M.D., STEWART B	1
ZipCode:		60305	1
6040	240	DAWSON, MD, DEREK J	1
ZipCode:		6040	1
60401	77	LUBECK, MD, DAVID M	1
ZipCode:		60401	1
60402	285	JAIN, MD, NEERAJ	1
	264	JOHN, M.D., THOMAS	1
ZipCode:		60402	2
60403	117	RUBIN, MD, GARY V	1
ZipCode:		60403	1
60406	27	CAROBENE, MD, HOLLY S	3
	327	Cupic, M.D., Milorad	2
	329	Feitl, M.D., Marianne E	2
	58	HALLOWAY, MD, MAHOUD A	1
	62	HORN, DPM, LISA J	2
	285	JAIN, MD, NEERAJ	8
	264	JOHN, M.D., THOMAS	5
	336	LIPSON, M.D., STEWART B	1
	77	LUBECK MD DAVID M	1

	269	SONNENBERG, M.D., JOHN D	1
	93	SYLORA, MD, HERME O	1
	262	TICHO, M.D., BENJAMIN H	1
	132	ZUMERCHIK, MD, DAVID L	1
ZipCode:		60406	29
60406-1130	266	BROOKER, MD, JAY M	1
ZipCode:		60406-1130	1
60407	269	SONNENBERG, M.D., JOHN D	1
ZipCode:		60407	1
60408	77	LUBECK, MD, DAVID M	1
ZipCode:		60408	1
60409	266	BROOKER, MD, JAY M	1
	27	CAROBENE, MD, HOLLY S	3
	327	Cupic, M.D., Milorad	7
	329	Feitl, M.D., Marianne E	1
	47	FINKELSTEIN, DO, KENNETH	2
	48	FOULKES, MD, RICHARD B	1
	320	Haldeman, DO, Travis K	1
	285	JAIN, MD, NEERAJ	5
	77	LUBECK, MD, DAVID M	17
	82	MC CLELLAN, MD, JOHN B	1
	107	QUINONES, MD, RICHARD A	2
	109	RAY, MD, VALENCIA M	3
	269	SONNENBERG, M.D., JOHN D	6
ZipCode:		60409	50
60410	48	FOULKES, MD, RICHARD B	1
ZipCode:		60410	1
60411	27	CAROBENE, MD, HOLLY S	2
	327	Cupic, M.D., Milorad	2
	329	Feitl, M.D., Marianne E	1
	303	IYER, MD, ANITA	1
	285	JAIN, MD, NEERAJ	5
	264	JOHN, M.D., THOMAS	3
	216	JOHNSON, MD, KAREN D	1
	77	LUBECK, MD, DAVID M	16
	269	SONNENBERG, M.D., JOHN D	3
	331	WATKINS, MD, NEIL L	2
ZipCode:		60411	36
60415	318	Albanis, Chris V	1
	37	DANGLES, MD, GEORGE J	6
	52	GELSOMINO, DPM, STEVEN L	1
	285	JAIN, MD, NEERAJ	7
	77	LUBECK, MD, DAVID M	1
	117	RUBIN, MD, GARY V	1
	269	SONNENBERG, M.D., JOHN D	6
	236	TILLMAN, DPM, WAYNE A	1
	132	ZUMERCHIK, MD, DAVID L	1
ZipCode:		60415	25
60416	77	LUBECK, MD, DAVID M	2
ZipCode:		60416	2
60417	264	JOHN M D THOMAS	1

	77	LUBECK, MD, DAVID M	2
ZipCode:		60417	3
60419	318	Albanis, Chris V	2
	266	BROOKER, MD, JAY M	2
	327	Cupic, M.D., Milorad	6
	302	Dwarakanathan, M.D., Surendar	1
	303	IYER, MD, ANITA	1
	285	JAIN, MD, NEERAJ	6
	77	LUBECK, MD, DAVID M	10
	269	SONNENBERG, M.D., JOHN D	3
ZipCode:		60419	31
60422	240	DAWSON, MD, DEREK J	1
	326	Knutstrom, D.M.P., Lori A	1
	77	LUBECK, MD, DAVID M	3
	269	SONNENBERG, M.D., JOHN D	1
ZipCode:		60422	6
60423	264	JOHN, M.D., THOMAS	2
	77	LUBECK, MD, DAVID M	4
	82	MC CLELLAN, MD, JOHN B	1
	269	SONNENBERG, M.D., JOHN D	2
ZipCode:		60423	9
60425	27	CAROBENE, MD, HOLLY S	3
	36	COUPET, MD, EDOUARD	1
	264	JOHN, M.D., THOMAS	2
	77	LUBECK, MD, DAVID M	6
ZipCode:		60425	12
60426	318	Albanis, Chris V	1
	27	CAROBENE, MD, HOLLY S	4
	327	Cupic, M.D., Milorad	6
	37	DANGLES, MD, GEORGE J	2
	240	DAWSON, MD, DEREK J	3
	329	Feitl, M.D., Marianne E	1
	285	JAIN, MD, NEERAJ	1
	264	JOHN, M.D., THOMAS	1
	336	LIPSON, M.D., STEWART B	1
	77	LUBECK, MD, DAVID M	15
	269	SONNENBERG, M.D., JOHN D	4
	93	SYLORA, MD, HERME O	1
ZipCode:		60426	40
60426-2418	77	LUBECK, MD, DAVID M	1
ZipCode:		60426-2418	1
60428	77	LUBECK, MD, DAVID M	5
	269	SONNENBERG, M.D., JOHN D	1
ZipCode:		60428	6
60429	27	CAROBENE, MD, HOLLY S	2
	327	Cupic, M.D., Milorad	1
	47	FINKELSTEIN, DO, KENNETH	1
	264	JOHN, M.D., THOMAS	4
	77	LUBECK, MD, DAVID M	4
	82	MC CLELLAN, MD, JOHN B	2
	269	SONNENBERG, M.D., JOHN D	2
ZipCode:		60429	16

60430	327	Cupic, M.D., Milorad	2
	47	FINKELSTEIN, DO, KENNETH	1
	264	JOHN, M.D., THOMAS	2
	77	LUBECK, MD, DAVID M	3
	109	RAY, MD, VALENCIA M	1
	269	SONNENBERG, M.D., JOHN D	2
	236	TILLMAN, DPM, WAYNE A	1
ZipCode:		60430	12
60431	37	DANGLES, MD, GEORGE J	1
	132	ZUMERCHIK, MD, DAVID L	1
ZipCode:		60431	2
60432	327	Cupic, M.D., Milorad	2
ZipCode:		60432	2
60433	318	Albanis, Chris V	1
	48	FOULKES, MD, RICHARD B	1
	264	JOHN, M.D., THOMAS	1
ZipCode:		60433	3
60436	264	JOHN, M.D., THOMAS	1
ZipCode:		60436	1
60438	266	BROOKER, MD, JAY M	1
	327	Cupic, M.D., Milorad	1
	329	Feitl, M.D., Marianne E	1
	285	JAIN, MD, NEERAJ	6
	77	LUBECK, MD, DAVID M	4
ZipCode:		60438	13
60439	37	DANGLES, MD, GEORGE J	1
	46	FINKELSTEIN, DPM, DAVID E	1
	77	LUBECK, MD, DAVID M	1
	269	SONNENBERG, M.D., JOHN D	1
ZipCode:		60439	4
60440	37	DANGLES, MD, GEORGE J	1
	240	DAWSON, MD, DEREK J	1
	48	FOULKES, MD, RICHARD B	1
ZipCode:		60440	3
60441	266	BROOKER, MD, JAY M	1
	37	DANGLES, MD, GEORGE J	2
	77	LUBECK, MD, DAVID M	3
ZipCode:		60441	6
60443	318	Albanis, Chris V	1
	327	Cupic, M.D., Milorad	6
	47	FINKELSTEIN, DO, KENNETH	1
	264	JOHN, M.D., THOMAS	9
	77	LUBECK, MD, DAVID M	3
	82	MC CLELLAN, MD, JOHN B	1
	269	SONNENBERG, M.D., JOHN D	2
ZipCode:		60443	23
60445	27	CAROBENE, MD, HOLLY S	1
	327	Cupic, M.D., Milorad	2
	37	DANGLES MD GEORGE I	10

	48	FOULKES, MD, RICHARD B	1
	285	JAIN, MD, NEERAJ	6
	264	JOHN, M.D., THOMAS	4
	77	LUBECK, MD, DAVID M	2
	109	RAY, MD, VALENCIA M	2
	262	TICHO, M.D., BENJAMIN H	1
ZipCode:		60445	29
60446	37	DANGLES, MD, GEORGE J	2
	264	JOHN, M.D., THOMAS	2
ZipCode:		60446	4
60447	269	SONNENBERG, M.D., JOHN D	1
ZipCode:		60447	1
60448	37	DANGLES, MD, GEORGE J	1
	264	JOHN, M.D., THOMAS	2
	82	MC CLELLAN, MD, JOHN B.	1
ZipCode:		60448	4
60449	37	DANGLES, MD, GEORGE J	3
	285	JAIN, MD, NEERAJ	1
	264	JOHN, M.D., THOMAS	1
	336	LIPSON, M.D., STEWART B	1
ZipCode:		60449	6
60450	264	JOHN, M.D., THOMAS	1
ZipCode:		60450	1
60451	47	FINKELSTEIN, DO, KENNETH	1
	48	FOULKES, MD, RICHARD B	1
	117	RUBIN, MD, GARY V	1
ZipCode:		60451	3
60452	318	Albanis, Chris V	1
	205	BONAMINIO, MD, ROBERT	1
	327	Cupic, M.D., Milorad	2
	37	DANGLES, MD, GEORGE J	3
	264	JOHN, M.D., THOMAS	2
	336	LIPSON, M.D., STEWART B	1
	77	LUBECK, MD, DAVID M	8
	269	SONNENBERG, M.D., JOHN D	2
ZipCode:		60452	20
60453	318	Albanis, Chris V	13
	266	BROOKER, MD, JAY M	1
	27	CAROBENE, MD, HOLLY S	3
	333	Christmas, M.D., Monica M	1
	327	Cupic, M.D., Milorad	12
	37	DANGLES, MD, GEORGE J	82
	329	Feitl, M.D., Marianne E	2
	47	FINKELSTEIN, DO, KENNETH	1
	46	FINKELSTEIN, DPM, DAVID E	3
	317	IYENGAR, NEHA P	9
	303	IYER, MD, ANITA	1
	285	JAIN, MD, NEERAJ	50
	264	JOHN, M.D., THOMAS	9
	336	LIPSON, M.D., STEWART B	2
	77	LUBECK, MD, DAVID M	15
	117	RUBIN MD GARY V	2

	292	SANDERS, LAURA K	1
	269	SONNENBERG, M.D., JOHN D	6
	262	TICHO, M.D., BENJAMIN H	15
	132	ZUMERCHIK, MD, DAVID L	2
ZipCode:		60453	230
60455	327	Cupic, M.D., Milorad	1
	37	DANGLES, MD, GEORGE J	10
	48	FOULKES, MD, RICHARD B	1
	285	JAIN, MD, NEERAJ	3
	77	LUBECK, MD, DAVID M	3
	117	RUBIN, MD, GARY V	6
	269	SONNENBERG, M.D., JOHN D	1
	262	TICHO, M.D., BENJAMIN H	2
	236	TILLMAN, DPM, WAYNE A	1
ZipCode:		60455	28
60456	318	Albanis, Chris V	2
	37	DANGLES, MD, GEORGE J	8
	48	FOULKES, MD, RICHARD B	2
	285	JAIN, MD, NEERAJ	2
	264	JOHN, M.D., THOMAS	2
	269	SONNENBERG, M.D., JOHN D	1
	262	TICHO, M.D., BENJAMIN H	2
ZipCode:		60456	19
60457	37	DANGLES, MD, GEORGE J	7
	47	FINKELSTEIN, DO, KENNETH	1
	317	IYENGAR, NEHA P	1
	285	JAIN, MD, NEERAJ	1
	264	JOHN, M.D., THOMAS	1
	77	LUBECK, MD, DAVID M	1
	269	SONNENBERG, M.D., JOHN D	1
ZipCode:		60457	13
60458	327	Cupic, M.D., Milorad	2
	37	DANGLES, MD, GEORGE J	2
	264	JOHN, M.D., THOMAS	1
	77	LUBECK, MD, DAVID M	3
	82	MC CLELLAN, MD, JOHN B	1
	117	RUBIN, MD, GARY V	2
ZipCode:		60458	11
60459	318	Albanis, Chris V	2
	27	CAROBENE, MD, HOLLY S	2
	327	Cupic, M.D., Milorad	4
	37	DANGLES, MD, GEORGE J	15
	47	FINKELSTEIN, DO, KENNETH	1
	287	FOSTER, M.D., VANESSA R	1
	322	Gerst, David	1
	317	IYENGAR, NEHA P	1
	285	JAIN, MD, NEERAJ	3
	264	JOHN, M.D., THOMAS	5
	336	LIPSON, M.D., STEWART B	1
	117	RUBIN, MD, GARY V	8
	269	SONNENBERG, M.D., JOHN D	2
	262	TICHO, M.D., BENJAMIN H	3
ZipCode:		60459	49
60461	327	Cupic, M.D., Milorad	1

ZipCode:		60461	1
	60462	318 Albanis, Chris V	1
		266 BROOKER, MD, JAY M	1
		27 CAROBENE, MD, HOLLY S	1
		37 DANGLES, MD, GEORGE J	12
		264 JOHN, M.D., THOMAS	15
		336 LIPSON, M.D., STEWART B	1
		77 LUBECK, MD, DAVID M	4
		269 SONNENBERG, M.D., JOHN D	6
ZipCode:		60462	41
	60463	318 Albanis, Chris V	1
		37 DANGLES, MD, GEORGE J	6
		317 IYENGAR, NEHA P	1
		285 JAIN, MD, NEERAJ	6
		77 LUBECK, MD, DAVID M	2
		117 RUBIN, MD, GARY V	1
		269 SONNENBERG, M.D., JOHN D	1
ZipCode:		60463	18
	60464	37 DANGLES, MD, GEORGE J	2
		285 JAIN, MD, NEERAJ	3
		82 MC CLELLAN, MD, JOHN B	1
		269 SONNENBERG, M.D., JOHN D	3
ZipCode:		60464	9
	60465	37 DANGLES, MD, GEORGE J	13
		77 LUBECK, MD, DAVID M	4
		107 QUINONES, MD, RICHARD A	2
		269 SONNENBERG, M.D., JOHN D	6
ZipCode:		60465	25
	60466	266 BROOKER, MD, JAY M	1
		327 Cupic, M.D., Milorad	3
		329 Feitl, M.D., Marianne E	2
		264 JOHN, M.D., THOMAS	2
		77 LUBECK, MD, DAVID M	1
ZipCode:		60466	9
	60467	37 DANGLES, MD, GEORGE J	3
		264 JOHN, M.D., THOMAS	2
		336 LIPSON, M.D., STEWART B	1
		77 LUBECK, MD, DAVID M	2
ZipCode:		60467	8
	60468	264 JOHN, M.D., THOMAS	4
ZipCode:		60468	4
	60469	264 JOHN, M.D., THOMAS	2
ZipCode:		60469	2
	60471	266 BROOKER, MD, JAY M	1
		327 Cupic, M.D., Milorad	1
		329 Feitl, M.D., Marianne E	1
		264 JOHN, M.D., THOMAS	2
		77 LUBECK, MD, DAVID M	2
		269 SONNENBERG, M.D., JOHN D	1
ZipCode:		60471	8

60472	318	Albanis, Chris V	1
	240	DAWSON, MD, DEREK J	12
	302	Dwarakanathan, M.D., Surendar	1
	264	JOHN, M.D., THOMAS	2
	77	LUBECK, MD, DAVID M	1
ZipCode:		60472	17
60473	266	BROOKER, MD, JAY M	1
	323	Butler, M.D., Nichole M	1
	27	CAROBENE, MD, HOLLY S	1
	327	Cupic, M.D., Milorad	3
	37	DANGLES, MD, GEORGE J	1
	240	DAWSON, MD, DEREK J	1
	329	Feitl, M.D., Marianne E	1
	54	GORDON, MD, RANDALL J	1
	285	JAIN, MD, NEERAJ	2
	216	JOHNSON, MD, KAREN D	1
	77	LUBECK, MD, DAVID M	9
	109	RAY, MD, VALENCIA M	1
	269	SONNENBERG, M.D., JOHN D	2
	236	TILLMAN, DPM, WAYNE A	1
ZipCode:		60473	26
60474	240	DAWSON, MD, DEREK J	1
ZipCode:		60474	1
60475	57	HALEK, DPM, WALTER A	1
	285	JAIN, MD, NEERAJ	1
	77	LUBECK, MD, DAVID M	1
ZipCode:		60475	3
60477	266	BROOKER, MD, JAY M	1
	27	CAROBENE, MD, HOLLY S	2
	327	Cupic, M.D., Milorad	1
	37	DANGLES, MD, GEORGE J	6
	47	FINKELSTEIN, DO, KENNETH	1
	48	FOULKES, MD, RICHARD B	2
	320	Haldeman, DO, Travis K	1
	285	JAIN, MD, NEERAJ	1
	264	JOHN, M.D., THOMAS	16
	67	KIRK, MD, TODD S	1
	336	LIPSON, M.D., STEWART B	1
	77	LUBECK, MD, DAVID M	16
	117	RUBIN, MD, GARY V	1
	269	SONNENBERG, M.D., JOHN D	6
ZipCode:		60477	56
60478	266	BROOKER, MD, JAY M	2
	327	Cupic, M.D., Milorad	2
	240	DAWSON, MD, DEREK J	1
	329	Feitl, M.D., Marianne E	1
	264	JOHN, M.D., THOMAS	1
	77	LUBECK, MD, DAVID M	6
	82	MC CLELLAN, MD, JOHN B	2
	269	SONNENBERG, M.D., JOHN D	5
ZipCode:		60478	20
60480	77	LUBECK, MD, DAVID M	4
	269	SONNENBERG, M.D., JOHN D	1
ZipCode:		60480	5

60481	77	LUBECK, MD, DAVID M	1
ZipCode:		60481	1
60482	27	CAROBENE, MD, HOLLY S	2
	327	Cupic, M.D., Milorad	2
	37	DANGLES, MD, GEORGE J	9
	317	IYENGAR, NEHA P	1
	285	JAIN, MD, NEERAJ	5
	77	LUBECK, MD, DAVID M	2
	269	SONNENBERG, M.D., JOHN D	4
ZipCode:		60482	25
60487	37	DANGLES, MD, GEORGE J	1
ZipCode:		60487	1
60491	37	DANGLES, MD, GEORGE J	1
	264	JOHN, M.D., THOMAS	3
	77	LUBECK, MD, DAVID M	2
	269	SONNENBERG, M.D., JOHN D	1
ZipCode:		60491	7
60501	27	CAROBENE, MD, HOLLY S	3
	285	JAIN, MD, NEERAJ	2
	264	JOHN, M.D., THOMAS	2
	117	RUBIN, MD, GARY V	1
	269	SONNENBERG, M.D., JOHN D	3
ZipCode:		60501	11
60510	285	JAIN, MD, NEERAJ	1
ZipCode:		60510	1
60514	264	JOHN, M.D., THOMAS	2
ZipCode:		60514	2
60515	48	FOULKES, MD, RICHARD B.	2
ZipCode:		60515	2
60516	37	DANGLES, MD, GEORGE J	1
ZipCode:		60516	1
6052	27	CAROBENE, MD, HOLLY S	1
	327	Cupic, M.D., Milorad	2
ZipCode:		6052	3
60521	94	SYLORA, M.D., JAMES A	1
ZipCode:		60521	1
60523	117	RUBIN, MD, GARY V	1
ZipCode:		60523	1
60525	318	Albanis, Chris V	1
	285	JAIN, MD, NEERAJ	1
	264	JOHN, M.D., THOMAS	1
	77	LUBECK, MD, DAVID M	1
	269	SONNENBERG, M.D., JOHN D	1
ZipCode:		60525	5
60527	37	DANGLES, MD, GEORGE J	2
	48	FOULKES MD RICHARD B	2

	264	JOHN, M.D., THOMAS	2
ZipCode:		60527	6
60532	269	SONNENBERG, M.D., JOHN D	1
ZipCode:		60532	1
60534	48	FOULKES, MD, RICHARD B	1
	117	RUBIN, MD, GARY V	1
ZipCode:		60534	2
60543	37	DANGLES, MD, GEORGE J	1
ZipCode:		60543	1
60544	37	DANGLES, MD, GEORGE J	2
ZipCode:		60544	2
60545	37	DANGLES, MD, GEORGE J	1
ZipCode:		60545	1
60546	48	FOULKES, MD, RICHARD B	1
ZipCode:		60546	1
60561-4433	269	SONNENBERG, M.D., JOHN D	1
ZipCode:		60561-4433	1
60564	269	SONNENBERG, M.D., JOHN D	1
ZipCode:		60564	1
60565	327	Cupic, M.D., Milorad	4
	269	SONNENBERG, M.D., JOHN D	1
ZipCode:		60565	5
60586	37	DANGLES, MD, GEORGE J	1
ZipCode:		60586	1
60601	109	RAY, MD, VALENCIA M	1
ZipCode:		60601	1
60605	48	FOULKES, MD, RICHARD B	2
ZipCode:		60605	2
60606	269	SONNENBERG, M.D., JOHN D	1
ZipCode:		60606	1
60607	89	OLIVIER, MD, Mildred M	1
ZipCode:		60607	1
60608	323	Butler, M.D., Nichole M	1
	327	Cupic, M.D., Milorad	1
	285	JAIN, MD, NEERAJ	1
	264	JOHN, M.D., THOMAS	2
	77	LUBECK, MD, DAVID M	1
	117	RUBIN, MD, GARY V	1
	269	SONNENBERG, M.D., JOHN D	1
	132	ZUMERCHIK, MD, DAVID L	1
ZipCode:		60608	9
60609	318	Albanis, Chris V	3
	266	BROOKER, MD, JAY M	1
	327	Cunic M D Milorad	6

	37	DANGLES, MD, GEORGE J	4
	47	FINKELSTEIN, DO, KENNETH	1
	57	HALEK, DPM, WALTER A	2
	285	JAIN, MD, NEERAJ	5
	77	LUBECK, MD, DAVID M	3
	82	MC CLELLAN, MD, JOHN B	1
	251	PIERPAOLI, MD, STEVEN M	1
	109	RAY, MD, VALENCIA M	1
	117	RUBIN, MD, GARY V	1
	269	SONNENBERG, M.D., JOHN D	3
	262	TICHO, M.D., BENJAMIN H	2
ZipCode:		60609	34
60610	109	RAY, MD, VALENCIA M	1
ZipCode:		60610	1
60612	27	CAROBENE, MD, HOLLY S	3
	269	SONNENBERG, M.D., JOHN D	1
ZipCode:		60612	4
60613	264	JOHN, M.D., THOMAS	1
	109	RAY, MD, VALENCIA M	1
	117	RUBIN, MD, GARY V	1
ZipCode:		60613	3
60615	286	CHERNOFF, M.D., ALLEN M	1
	327	Cupic, M.D., Milorad	6
	47	FINKELSTEIN, DO, KENNETH	2
	216	JOHNSON, MD, KAREN D	1
	77	LUBECK, MD, DAVID M	1
	109	RAY, MD, VALENCIA M	3
	269	SONNENBERG, M.D., JOHN D	2
ZipCode:		60615	16
60615-4266	327	Cupic, M.D., Milorad	2
ZipCode:		60615-4266	2
60616	266	BROOKER, MD, JAY M	1
	286	CHERNOFF, M.D., ALLEN M	1
	327	Cupic, M.D., Milorad	8
	240	DAWSON, MD, DEREK J	1
	47	FINKELSTEIN, DO, KENNETH	1
	264	JOHN, M.D., THOMAS	1
	269	SONNENBERG, M.D., JOHN D	3
ZipCode:		60616	16
60617	318	Albanis, Chris V	15
	266	BROOKER, MD, JAY M	6
	27	CAROBENE, MD, HOLLY S	3
	327	Cupic, M.D., Milorad	30
	37	DANGLES, MD, GEORGE J	3
	240	DAWSON, MD, DEREK J	2
	329	Feitl, M.D., Marianne E	6
	317	IYENGAR, NEHA P	9
	285	JAIN, MD, NEERAJ	6
	264	JOHN, M.D., THOMAS	3
	336	LIPSON, M.D., STEWART B	2
	77	LUBECK, MD, DAVID M	8
	82	MC CLELLAN, MD, JOHN B	4
	109	RAY MD VALENCIA M	8

	269	SONNENBERG, M.D., JOHN D	17
ZipCode:		60617	122
60618	47	FINKELSTEIN, DO, KENNETH	1
ZipCode:		60618	1
60619	318	Albanis, Chris V	6
	266	BROOKER, MD, JAY M	2
	323	Butler, M.D., Nichole M	1
	27	CAROBENE, MD, HOLLY S	1
	286	CHERNOFF, M.D., ALLEN M	1
	327	Cupic, M.D., Milorad	34
	37	DANGLES, MD, GEORGE J	5
	240	DAWSON, MD, DEREK J	6
	47	FINKELSTEIN, DO, KENNETH	1
	322	Gerst, David	1
	317	IYENGAR, NEHA P	7
	285	JAIN, MD, NEERAJ	9
	77	LUBECK, MD, DAVID M	12
	82	MC CLELLAN, MD, JOHN B	6
	109	RAY, MD, VALENCIA M	23
	269	SONNENBERG, M.D., JOHN D	10
	132	ZUMERCHIK, MD, DAVID L	1
ZipCode:		60619	126
60619-9538	327	Cupic, M.D., Milorad	1
ZipCode:		60619-9538	1
60620	318	Albanis, Chris V	20
	266	BROOKER, MD, JAY M	6
	27	CAROBENE, MD, HOLLY S	14
	29	CHAN, DPM, CHEUNG H	1
	33	CHURCH, MD, NANCY R	1
	327	Cupic, M.D., Milorad	59
	37	DANGLES, MD, GEORGE J	6
	240	DAWSON, MD, DEREK J	1
	302	Dwarakanathan, M.D., Surendar	3
	329	Feitl, M.D., Marianne E	8
	47	FINKELSTEIN, DO, KENNETH	4
	57	HALEK, DPM, WALTER A	1
	58	HALLOWAY, MD, MAHOUD A	1
	317	IYENGAR, NEHA P	12
	285	JAIN, MD, NEERAJ	11
	264	JOHN, M.D., THOMAS	16
	216	JOHNSON, MD, KAREN D	1
	336	LIPSON, M.D., STEWART B	1
	77	LUBECK, MD, DAVID M	19
	82	MC CLELLAN, MD, JOHN B	8
	109	RAY, MD, VALENCIA M	19
	269	SONNENBERG, M.D., JOHN D	15
	93	SYLORA, MD, HERME O	1
	262	TICHO, M.D., BENJAMIN H	3
	331	WATKINS, MD, NEIL L	2
	132	ZUMERCHIK, MD, DAVID L	1
ZipCode:		60620	234
60621	318	Albanis, Chris V	3
	27	CAROBENE, MD, HOLLY S	2
	327	Cupic, M.D., Milorad	12
	37	DANGLES MD GEORGE J	1

	240	DAWSON, MD, DEREK J	3
	302	Dwarakanathan, M.D., Surendar	1
	329	Feitl, M.D., Marianne E	1
	47	FINKELSTEIN, DO, KENNETH	1
	317	IYENGAR, NEHA P	3
	285	JAIN, MD, NEERAJ	5
	264	JOHN, M.D., THOMAS	4
	77	LUBECK, MD, DAVID M	1
	82	MC CLELLAN, MD, JOHN B	1
	109	RAY, MD, VALENCIA M	2
	269	SONNENBERG, M.D., JOHN D	3
	236	TILLMAN, DPM, WAYNE A	1
ZipCode:		60621	44
	60622	82 MC CLELLAN, MD, JOHN B	1
ZipCode:		60622	1
	60623	57 HALEK, DPM, WALTER A	1
	264	JOHN, M.D., THOMAS	4
ZipCode:		60623	5
	60624	327 Cupic, M.D., Milorad	2
	269	SONNENBERG, M.D., JOHN D	1
ZipCode:		60624	3
	60625	327 Cupic, M.D., Milorad	1
	262	TICHO, M.D., BENJAMIN H	1
ZipCode:		60625	2
	60626	327 Cupic, M.D., Milorad	1
	240	DAWSON, MD, DEREK J	2
	269	SONNENBERG, M.D., JOHN D	1
ZipCode:		60626	4
	60627	27 CAROBENE, MD, HOLLY S	1
ZipCode:		60627	1
	60628	318 Albanis, Chris V	20
	5	ANDRIACCHI, DPM, DOMINIC A	1
	266	BROOKER, MD, JAY M	6
	323	Butler, M.D., Nichole M	2
	27	CAROBENE, MD, HOLLY S.	10
	286	CHERNOFF, M.D., ALLEN M	1
	327	Cupic, M.D., Milorad	37
	37	DANGLES, MD, GEORGE J	3
	240	DAWSON, MD, DEREK J	8
	329	Feitl, M.D., Marianne E	7
	47	FINKELSTEIN, DO, KENNETH	2
	287	FOSTER, M.D., VANESSA R	1
	322	Gerst, David	2
	320	Haldeman, DO, Travis K	1
	58	HALLOWAY, MD, MAHOUD A	2
	62	HORN, DPM, LISA J	1
	317	IYENGAR, NEHA P	3
	303	IYER, MD, ANITA	1
	285	JAIN, MD, NEERAJ	25
	264	JOHN, M.D., THOMAS	4
	216	JOHNSON, MD, KAREN D	1
	336	LIPSON, M.D., STEWART B	7
	77	LUBECK MD DAVID M	16

	82	MC CLELLAN, MD, JOHN B	1
	89	OLVIER, MD, Mildred M	1
	109	RAY, MD, VALENCIA M	10
	269	SONNENBERG, M.D., JOHN D	17
	93	SYLORA, MD, HERME O	1
	331	WATKINS, MD, NEIL L	5
ZipCode:		60628	196
60628-3335	27	CAROBENE, MD, HOLLY S	1
ZipCode:		60628-3335	1
60629	318	Albanis, Chris V	5
	205	BONAMINIO, MD, ROBERT	1
	266	BROOKER, MD, JAY M	1
	327	Cupic, M.D., Milorad	8
	37	DANGLES, MD, GEORGE J	15
	240	DAWSON, MD, DEREK J	1
	329	Feitl, M.D., Marianne E	1
	47	FINKELSTEIN, DO, KENNETH	1
	287	FOSTER, M.D., VANESSA R	2
	48	FOULKES, MD, RICHARD B	1
	57	HALEK, DPM, WALTER A	3
	317	IYENGAR, NEHA P	1
	285	JAIN, MD, NEERAJ	12
	264	JOHN, M.D., THOMAS	2
	336	LIPSON, M.D., STEWART B	1
	77	LUBECK, MD, DAVID M	6
	82	MC CLELLAN, MD, JOHN B	1
	109	RAY, MD, VALENCIA M	2
	117	RUBIN, MD, GARY V	10
	269	SONNENBERG, M.D., JOHN D	8
	262	TICHO, M.D., BENJAMIN H	2
	236	TILLMAN, DPM, WAYNE A	1
ZipCode:		60629	85
60632	318	Albanis, Chris V	1
	327	Cupic, M.D., Milorad	6
	37	DANGLES, MD, GEORGE J	1
	329	Feitl, M.D., Marianne E	1
	57	HALEK, DPM, WALTER A	1
	264	JOHN, M.D., THOMAS	6
	77	LUBECK, MD, DAVID M	1
	117	RUBIN, MD, GARY V	5
	269	SONNENBERG, M.D., JOHN D	1
	262	TICHO, M.D., BENJAMIN H	2
ZipCode:		60632	25
60633	27	CAROBENE, MD, HOLLY S	2
	327	Cupic, M.D., Milorad	1
	47	FINKELSTEIN, DO, KENNETH	1
	57	HALEK, DPM, WALTER A	1
	303	IYER, MD, ANITA	1
	77	LUBECK, MD, DAVID M	3
ZipCode:		60633	9
60634	109	RAY, MD, VALENCIA M	1
ZipCode:		60634	1
60636	318	Albanis, Chris V	9
	266	BROOKER MD JAY M	1

	27	CAROBENE, MD, HOLLY S	2
	33	CHURCH, MD, NANCY R	1
	327	Cupic, M.D., Milorad	12
	240	DAWSON, MD, DEREK J	3
	329	Feitl, M.D., Marianne E	1
	47	FINKELSTEIN, DO, KENNETH	2
	317	IYENGAR, NEHA P	2
	285	JAIN, MD, NEERAJ	10
	264	JOHN, M.D., THOMAS	2
	77	LUBECK, MD, DAVID M	2
	251	PIERPAOLI, MD, STEVEN M	1
	109	RAY, MD, VALENCIA M	4
	269	SONNENBERG, M.D., JOHN D	4
	93	SYLORA, MD, HERME O	1
ZipCode:		60636	57
60637	318	Albanis, Chris V	2
	327	Cupic, M.D., Milorad	7
	37	DANGLES, MD, GEORGE J	1
	109	RAY, MD, VALENCIA M	4
	269	SONNENBERG, M.D., JOHN D	4
ZipCode:		60637	18
60638	318	Albanis, Chris V	6
	327	Cupic, M.D., Milorad	20
	37	DANGLES, MD, GEORGE J	14
	329	Feitl, M.D., Marianne E	2
	47	FINKELSTEIN, DO, KENNETH	1
	310	GOYAL, M.D., RAJ K	2
	303	IYER, MD, ANITA	1
	285	JAIN, MD, NEERAJ	13
	264	JOHN, M.D., THOMAS	24
	77	LUBECK, MD, DAVID M	5
	117	RUBIN, MD, GARY V	36
	269	SONNENBERG, M.D., JOHN D	4
	93	SYLORA, MD, HERME O	1
ZipCode:		60638	129
606383231	37	DANGLES, MD, GEORGE J	1
ZipCode:		606383231	1
60639	327	Cupic, M.D., Milorad	1
	93	SYLORA, MD, HERME O	1
ZipCode:		60639	2
60640	285	JAIN, MD, NEERAJ	5
ZipCode:		60640	5
60643	318	Albanis, Chris V	21
	205	BONAMINIO, MD, ROBERT	1
	266	BROOKER, MD, JAY M	3
	27	CAROBENE, MD, HOLLY S	23
	286	CHERNOFF, M.D., ALLEN M	2
	327	Cupic, M.D., Milorad	25
	37	DANGLES, MD, GEORGE J	8
	240	DAWSON, MD, DEREK J	2
	302	Dwarakanathan, M.D., Surendar	2
	329	Feitl, M.D., Marianne E	5
	47	FINKELSTEIN, DO, KENNETH	1
	52	GELOSOMINO DPM STEVEN I.	1

	57	HALEK, DPM, WALTER A	1	
	58	HALLOWAY, MD, MAHOUD A	1	
	317	IYENGAR, NEHA P	4	
	285	JAIN, MD, NEERAJ	21	
	264	JOHN, M.D., THOMAS	6	
	336	LIPSON, M.D., STEWART B	1	
	77	LUBECK, MD, DAVID M	13	
	82	MC CLELLAN, MD, JOHN B	3	
	109	RAY, MD, VALENCIA M	8	
	117	RUBIN, MD, GARY V	2	
	269	SONNENBERG, M.D., JOHN D	7	
	93	SYLORA, MD, HERME O	2	
	262	TICHO, M.D., BENJAMIN H	1	
	331	WATKINS, MD, NEIL L	5	
	132	ZUMERCHIK, MD, DAVID L	2	
ZipCode:		60643	171	
	60644	240	DAWSON, MD, DEREK J	2
		82	MC CLELLAN, MD, JOHN B	2
		117	RUBIN, MD, GARY V	2
ZipCode:		60644	6	
	60645	264	JOHN, M.D., THOMAS	2
		331	WATKINS, MD, NEIL L	1
ZipCode:		60645	3	
	60647	48	FOULKES, MD, RICHARD B	2
ZipCode:		60647	2	
	60649	318	Albanis, Chris V	1
		205	BONAMINIO, MD, ROBERT	1
		266	BROOKER, MD, JAY M	1
		27	CAROBENE, MD, HOLLY S	3
		327	Cupic, M.D., Milorad	22
		329	Feitl, M.D., Marianne E	1
		48	FOULKES, MD, RICHARD B	1
		57	HALEK, DPM, WALTER A	1
		317	IYENGAR, NEHA P	1
		285	JAIN, MD, NEERAJ	2
		264	JOHN, M.D., THOMAS	1
		77	LUBECK, MD, DAVID M	2
		82	MC CLELLAN, MD, JOHN B	1
		89	OLIVIER, MD, Mildred M	1
		109	RAY, MD, VALENCIA M	13
		269	SONNENBERG, M.D., JOHN D	2
		132	ZUMERCHIK, MD, DAVID L	1
ZipCode:		60649	55	
	60652	318	Albanis, Chris V	5
		205	BONAMINIO, MD, ROBERT	1
		266	BROOKER, MD, JAY M	3
		323	Butler, M.D., Nichole M	1
		27	CAROBENE, MD, HOLLY S	3
		333	Christmas, M.D., Monica M	1
		327	Cupic, M.D., Milorad	24
		37	DANGLES, MD, GEORGE J	29
		240	DAWSON, MD, DEREK J	2
		47	FINKELSTEIN, DO, KENNETH	5
		317	IYENGAR, NEHA P	2
		285	JAIN MD NEERAJ	6

	264	JOHN, M.D., THOMAS	12
	336	LIPSON, M.D., STEWART B	1
	77	LUBECK, MD, DAVID M	3
	82	MC CLELLAN, MD, JOHN B	1
	117	RUBIN, MD, GARY V	2
	269	SONNENBERG, M.D., JOHN D	6
	94	SYLORA, M.D., JAMES A	1
	262	TICHO, M.D., BENJAMIN H	10
	132	ZUMERCHIK, MD, DAVID L	1
ZipCode:		60652	119
60653	286	CHERNOFF, M.D., ALLEN M	1
	327	Cupic, M.D., Milorad	5
	240	DAWSON, MD, DEREK J	1
	47	FINKELSTEIN, DO, KENNETH	1
	77	LUBECK, MD, DAVID M	1
	109	RAY, MD, VALENCIA M	5
	269	SONNENBERG, M.D., JOHN D	1
ZipCode:		60653	15
60655	318	Albanis, Chris V	5
	266	BROOKER, MD, JAY M	1
	327	Cupic, M.D., Milorad	1
	37	DANGLES, MD, GEORGE J	25
	329	Feitl, M.D., Marianne E	2
	47	FINKELSTEIN, DO, KENNETH	2
	46	FINKELSTEIN, DPM, DAVID E	1
	57	HALEK, DPM, WALTER A	1
	303	IYER, MD, ANITA	1
	285	JAIN, MD, NEERAJ	34
	264	JOHN, M.D., THOMAS	4
	336	LIPSON, M.D., STEWART B	1
	77	LUBECK, MD, DAVID M	2
	251	PIERPAOLI, MD, STEVEN M	1
	109	RAY, MD, VALENCIA M	1
	269	SONNENBERG, M.D., JOHN D	5
	93	SYLORA, MD, HERME O	6
	262	TICHO, M.D., BENJAMIN H	3
	132	ZUMERCHIK, MD, DAVID L	4
ZipCode:		60655	100
60659	285	JAIN, MD, NEERAJ	2
ZipCode:		60659	2
60677	269	SONNENBERG, M.D., JOHN D	2
ZipCode:		60677	2
60680	285	JAIN, MD, NEERAJ	2
ZipCode:		60680	2
608	269	SONNENBERG, M.D., JOHN D	1
ZipCode:		608	1
60803	318	Albanis, Chris V	3
	327	Cupic, M.D., Milorad	6
	37	DANGLES, MD, GEORGE J	11
	329	Feitl, M.D., Marianne E	3
	317	IYENGAR, NEHA P	1
	285	JAIN, MD, NEERAJ	27
	264	JOHN M D THOMAS	4

	216	JOHNSON, MD, KAREN D	1
	77	LUBECK, MD, DAVID M	5
	269	SONNENBERG, M.D., JOHN D	6
	132	ZUMERCHIK, MD, DAVID L	1
ZipCode:		60803	68
60805	318	Albanis, Chris V	3
	266	BROOKER, MD, JAY M	1
	27	CAROBENE, MD, HOLLY S	1
	327	Cupic, M.D., Milorad	2
	37	DANGLES, MD, GEORGE J	23
	240	DAWSON, MD, DEREK J	1
	329	Feitl, M.D., Marianne E	2
	285	JAIN, MD, NEERAJ	22
	264	JOHN, M.D., THOMAS	6
	77	LUBECK, MD, DAVID M	4
	82	MC CLELLAN, MD, JOHN B	1
	269	SONNENBERG, M.D., JOHN D	2
	93	SYLORA, MD, HERME O	2
	262	TICHO, M.D., BENJAMIN H	5
	132	ZUMERCHIK, MD, DAVID L	3
ZipCode:		60805	78
60809	264	JOHN, M.D., THOMAS	1
ZipCode:		60809	1
60817	285	JAIN, MD, NEERAJ	2
ZipCode:		60817	2
60827	318	Albanis, Chris V	1
	266	BROOKER, MD, JAY M	1
	323	Butler, M.D., Nichole M	1
	27	CAROBENE, MD, HOLLY S	3
	327	Cupic, M.D., Milorad	10
	37	DANGLES, MD, GEORGE J	5
	317	IYENGAR, NEHA P	2
	285	JAIN, MD, NEERAJ	4
	264	JOHN, M.D., THOMAS	1
	77	LUBECK, MD, DAVID M	2
	269	SONNENBERG, M.D., JOHN D	5
	132	ZUMERCHIK, MD, DAVID L	1
ZipCode:		60827	36
60830	285	JAIN, MD, NEERAJ	1
ZipCode:		60830	1
60901	264	JOHN, M.D., THOMAS	1
ZipCode:		60901	1
60913	264	JOHN, M.D., THOMAS	2
ZipCode:		60913	2
60938	264	JOHN, M.D., THOMAS	1
ZipCode:		60938	1
60940	264	JOHN, M.D., THOMAS	1
ZipCode:		60940	1
60954	264	JOHN, M.D., THOMAS	1
	262	TICHO M D BENJAMIN H	1

ZipCode:		60954	2
61350	48	FOULKES, MD, RICHARD B	1
ZipCode:		61350	1
66935	48	FOULKES, MD, RICHARD B	2
ZipCode:		66935	2
Unknown	318	Albanis, Chris V	1
	327	Cupic, M.D., Milorad	1
	269	SONNENBERG, M.D., JOHN D	1
	262	TICHO, M.D., BENJAMIN H	2
ZipCode:		Unknown	5
Grand Total:			2,988

LEASE AGREEMENT
(LESSEE/OWNER)

THIS LEASE AGREEMENT (the "Lease"), dated as of March 20, 2007, is made and entered into by and between BEDFORD MED, LLC, an Illinois limited liability company ("Lessor") and SOUTHWESTERN MEDICAL, LLC, an Illinois limited liability company ("Lessee") as of the date the last party hereto executes this Lease.

WITNESSETH THAT, in consideration of the following terms and conditions, the parties hereto mutually understand and agree as follows:

1. **LEASED PREMISES.**

For the Lease Term commencing on the Commencement Date, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, approximately 15,000 square feet, contained within a building to be constructed (the "Building") on certain real property located at 7456 S. State Road, Bedford Park, Illinois, Cook County, Illinois, as legally described on Exhibit "A" attached hereto and made a part hereof (the "Land"). The floor plan of the premises demised by this Lease is as more fully described and depicted in Exhibit "B", attached hereto (the "Leased Premises"). Lessee shall have the non-exclusive right to use in common with Lessor and other lessees, those areas on the Project (as such term is hereafter defined), including the Building entrances, lobbies, corridors, elevators, loading docks, trash removal areas, grounds, roads, driveways, stairways, sidewalks, parking areas and facilities, and other similar areas, which enable Lessee to obtain the use and enjoyment of the Leased Premises for all customary and permitted purposes (the "Common Areas"). For the purposes of this Lease, the Land, Building and Common Areas are collectively referred to herein as the "Project". For the purposes of this Lease, the total square feet of the Leased Premises shall be determined by measuring from the outside of any exterior walls and from the middle of any interior or shared walls in accordance with BOMA standards. Prior to the completion of the Project as defined herein, Lessor and Lessee shall enter into an agreement (the "Occupancy Agreement") substantially in the form attached hereto as Exhibit "C" which will provide, among other things, the exact amount of square footage to be occupied by the Lessee, the exact amount of square footage of the Common Areas and Lessee's pro rata share of the Common Areas and that the Lessee is accepting the Leased Premises as constructed.

2. **TERM.**

Lessee shall have and hold the Leased Premises for an initial term of fifteen (15) years (the "Initial Term"). The Initial Term of the Lease shall commence at 12:01 a.m. on the Commencement Date and shall terminate on the last day of the 120th calendar month following the Commencement Date (the "Expiration Date") (the Initial Term together with any extensions thereof is herein referred to as the "Term"); provided, however, that if the Commencement Date is other than the first day of a month, then the Term of this Lease shall be computed from the first day of the calendar month following the Commencement Date. The "Commencement Date" shall mean the later to occur of: (i) the date that Lessee receives a Certificate of Need from the Illinois Department of Public Health (the "CON"), together with any other additional

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governmental approvals regarding the Lessee's business operations from the Leased Premises, and (ii) the date that Lessor shall tender possession of the Leased Premises to Lessee following the substantial completion by Lessor of (x) the Project in accordance with the Building Plans and Specifications (as such term is hereafter defined) and (y) the Leased Premises in accordance with the Premises Plans and Specifications (as such term is hereafter defined), and the issuance of a final, non-temporary certificate of occupancy by the City of Bedford Park.

3. PROJECT & PREMISES PERFORMANCE.

A. Construction and Completion of the Project. The Lessor shall, at Lessor's sole cost and expense, construct the Project in accordance with the plans and specifications (the "Building Plans and Specifications") prepared an architect reasonably approved Lessee (the "Architect"), which Building Plans and Specifications shall be subject to Lessee's approval in Lessee's sole and absolute discretion. The Project shall consist of one (1) two-story building containing approximately thirty thousand (30,000) square feet and related Common Areas and grounds.

B. Construction and Completion of the Premises. The Lessor shall, at Lessor's sole cost and expense, construct the Leased Premises in strict accordance with (i) that certain space plan prepared by the Architect (the "Space Plan"), which Space Plan shall be subject to Lessee's approval in Lessee's sole and absolute discretion, and (ii) those certain the plans and specifications for the Premises prepared by the Architect (the "Premises Plans and Specifications"), which Premises Plans and Specifications shall be subject to Lessee's approval in Lessee's sole and absolute discretion (The Space Plan, the Premises Plans and Specifications, and the Building Plans and Specifications are collectively referred to here in as the "Construction Documents"). It is understood and agreed that the Premises Plans and Specifications are subject to the review and approval of the Illinois Department of Health. Promptly following issuance of the CON, but in no event later than 15 days following the issuance of the CON, Lessor shall engage the Architect to commence the preparation of the Construction Documents. Moreover, Lessor covenants that, absent any delays caused by Lessee, the Construction Documents shall be completed and submitted to the required municipalities for building permit review with 120 days following the issuance of the CON. Once the Construction Documents have been finalized, Lessor and Lessee agree to enter into an amendment to this Lease incorporating such Construction Documents into this Lease Agreement by specific reference. Moreover, in the event that Lessee shall request any change orders or modifications to the Premises Plans and Specifications after the same have been finalized and approved, Lessee shall be responsible for (x) the net increase (which shall be reflective of any corresponding cost-savings, if any) in the cost to construct the Premises (which net increase shall result in an increased Base Rent amount to be calculated pursuant to terms of Section 5 below), and (y) any delays caused as a result of any such change order shall extend the Outside Completion by the corresponding number of days resulting from any such Lessee delays. Lessor shall promptly notify Lessee of any cost increases and/or Lessee-caused delays as a result of any such Lessee-requested changes to the Premises Plans and Specifications. In the event that Lessor shall initiate any changes to the Construction Documents after the same have been finalized and approved by the parties hereto, then any such increased costs resulting from such change(s) shall be borne by Lessor and the Base Rent payable by Lessee pursuant to Section 5 hereinbelow shall not be increased as a result thereof.

C. Construction Completion Dates.

(i) Lessor shall competitively bid out the construction of the Project and the Leased Premises, pursuant to the Construction Documents, to not less than three (3) general contractors. Lessee shall be allowed to review all bids received. Following a review of all bids received, Lessor shall have the right to select the general contractor (the "Contractor") after consulting with Lessee. Contractor shall directly enter into a single general contract with the Contractor (the "General Contract"), which General Contract shall be for a guaranteed maximum price. Lessor shall prepare a budget for the completion of the Project and the Premises which shall be submitted for review and approval by Lessee (the "Budget"). Once the Budget has been reviewed and approved by Lessee, Lessor may not increase or materially modify the Budget without first obtaining the prior written consent of Lessee. Moreover, once the cost to complete the Project and the Premises has been determined, the parties hereto agree to amend this Lease to reflect the Base Rent calculation to be applied for the Lease. Lessor and Lessee hereby agree that the development of the Project and the Premises shall be on an "open-book" basis, with Lessee able to review any contracts, budgets, invoices, sworn statements and the like regarding the construction and development of the Project and the Premises, together with the costs and expenses associated therewith.

(ii) Promptly following final approval of the Construction Documents and issuance of the building permit, Lessor shall cause the Contractor to promptly commence and diligently proceed with the construction of the Project and the Leased Premises so as to endeavor to complete the Project and the Leased Premises by the date that is fifteen (15) months following the issuance of the required building permits (the "Estimated Completion Date") subject to *force majeure* delays. If Lessor is delayed in completing the Project and the Leased Premises in accordance with the Construction Documents and delivering the Leased Premises by the Estimated Completion Date, then the Commencement Date will be postponed to the date Lessor delivers the Leased Premises to Lessee in the condition required per the terms of this Lease. If Lessor is unable to so deliver possession of the Leased Premises to Lessee in the condition required per the Construction Documents and this Lease by the Estimated Completion Date, Lessor shall use commercially reasonable efforts to deliver the Leased Premises to Lessee as soon thereafter as is possible. Notwithstanding the foregoing or any provision herein to the contrary, in the event that Lessor fails to deliver possession of the Leased Premises (in the condition required per the terms of the Construction Documents and this Lease) to Lessee by the earlier of: (i) the date that is eighteen (18) months following the issuance of the building permit, and (ii) the date by which the Premises are required to be completed per the terms of the CON (the "Outside Completion Date"), through no fault or delay by Lessee (including Lessee-requested change orders), then Lessee shall receive two (2) days of abatement of Rent for each day that the Commencement Date is delayed beyond the Outside Completion Date. Moreover, in the event that the Premises are not delivered to Lessee in the condition required per the terms of the Construction Documents and this Lease by the Outside Completion Date, then Lessor shall indemnify Lessee for any costs and expenses incurred by Lessee (including, without limitation, any reasonable attorneys fees and expenses) in connection with the negotiation and procurement of any extensions or amendments to the CON in order to accommodate such later completion date.

D. Construction Completion. The Project and the Leased Premises shall be conclusively considered substantially completed as ready for occupancy and Rent shall commence upon the earlier to occur of the following:

- (1) A temporary or final certificate of occupancy (the "Certificate of Occupancy") has been issued by the appropriate authorities;
- (2) All renovation, construction, installations, and other work to be done by the Lessor have been completed in accordance with the Construction Documents and in full compliance with all requirements of the Illinois Department of Public Health, and the Leased Premises are suitable for its intended use as an ambulatory surgical center by Lessee; or
- (3) If Lessee has occupied or taken possession of the Leased Premises.

Except as otherwise provided by the terms of this Lease, the taking of possession by Lessee shall be deemed to establish that the Leased Premises have been completed in accordance with the Premises Plans and Specifications and are in good and satisfactory condition as of when possession was so taken, except (a) for those items set forth in a punch list to be completed by Lessor and Lessee promptly after delivery of the Leased Premises to Lessee (the "Punch List"); (b) any latent defects in the Leased Premises, and (c) any latent defects in the Building electrical, plumbing, heating, ventilation or air conditioning systems or other common systems of the Building serving the Leased Premises. Lessor warrants that the Project will be completed in a good workmanlike manner, free of defects and with materials of good merchantable quality and in keeping with all applicable federal, state and local statutes, ordinances, rules and regulations. Moreover, Lessor represents and warrants to Lessee that (a) as of the Commencement Date, (i) Building systems serving and affecting service to the Leased Premises will be in good working order, and (ii) the Building and Project do not contain any asbestos or any other hazardous materials in violation of applicable laws and (b) as of the Commencement Date, the Leased Premises, the Building, Common Areas and Project will be in compliance with all laws affecting Lessee's ability to occupy and use the Leased Premises as contemplated in this Lease, including, without limitation, the regulations and requirements of the Illinois Department of Public Health, the ADA and all environmental laws, in effect on the Commencement Date. Lessor shall promptly make any repairs or replacements due to any defect in workmanship or materials, including the heating and air conditioning equipment, observed by Lessee and reported to Lessor within one (1) year after the Project completion and occupancy. Lessor shall assign to the Lessee any guarantees it may have for which any material, equipment or workmanship is guaranteed for a longer period of time.

E. Lien Free Completion. The Lessor shall cause to be paid all bills and costs incurred in completing the Project and the Leased Premises and shall cause all materialmen's and mechanic's liens which may be filed because of the nonpayment of any such bill or cost to be released or recorded promptly after the filing thereof, but in lieu thereof the Lessor may cause to be deposited in escrow such sums of money as shall be reasonably sufficient to protect the Lessee's interests as well as court costs, legal fees, and other expenses as the Lessee may reasonably expect to be needed to protect its interests in the Leased Premises against such liens.

4. DEPOSIT.

Contemporaneous with the execution of this Lease, Lessee has delivered to Lessor the sum of Twenty Thousand and No/100ths Dollars (\$20,000) (the "Deposit"), which deposit has already been paid to Lessor by Lessee. The Deposit shall be non-refundable unless the Lessor shall be in Default hereunder beyond any and all applicable notice and cure periods. However, as long as Lessee is not in Default under this Lease beyond any and all applicable notice and cure periods, the Deposit shall be applied as a credit against the first month's rent payments. Should Lessee be in Default under this Lease beyond any and all applicable notice and cure periods, the Deposit shall be applied as a credit against any amounts due to Lessor. Lessor agrees to hold the Deposit and not utilize the same in the construction and development of the Project, the Building or the Leased Premises. Lessor may hold and commingle the Deposit in an interest bearing account and shall not be required to pay interest thereon to Lessee. In the event Lessor conveys or assigns its interest in the Project, Building and/or Leased Premises to an unrelated third party, the Lessor shall assign the Deposit, if applicable, to said third party and Lessor thereafter shall have no further liability for the return of the Deposit.

5. BASE RENT.

The base rent ("Base Rent") shall be payable in twelve (12) equal monthly payments in advance commencing on the Commencement Date and thereafter, on the first day of every month throughout the entire Lease Term. Exception being that Base Rent payments shall begin on the Commencement Date and shall be prorated based upon the number of days remaining in the month, calculated on a daily rate using a thirty (30) day month. The annual Base Rent for the first year of the Lease Term shall be determined using the following Base Rent Formula:

The SUM of: (a) Lessee's Proportionate Share of Land Costs, plus (b) Lessee's Proportionate Share of Site Costs, plus (c) Lessee's Proportionate Share of Development Costs, plus (d) Lessee's Proportionate Share of the Base Construction Costs, plus (e) the actual Premises Construction Costs, MULTIPLIED BY: the sum of: (x) the prime interest rate published by the Wall Street Journal and (y) 1.5%.

Commencing on the first anniversary of the Commencement Date, the annual Base Rent amount shall increase three percent (3%) compounded annually throughout the Initial Term. Once the various costs required to determine the first year's Base Rent are known, Lessor and Lessee agree to enter into an amendment to this Lease, pursuant to which a rent schedule for the Initial Term hereof is agreed to and memorialized.

For the purposes of this Lease, the term "Lessee's Proportionate Share of Land Costs" shall mean 50% of the costs actually incurred to acquire the Land, less any deposits that Lessee paid in connection with the acquisition of the Land.

For the purposes of this Lease, the term "Lessee's Proportionate Share of Site Costs" shall mean 50% of the costs actually incurred to complete the demolition, excavation and landscaping relating to the development of the Project.

For the purposes of this Lease, the term "Lessee's Proportionate Share of Development Costs" shall mean 50% of the costs actually incurred in connection with the development of the

Project, including: (i) any interest carry costs actually incurred, (ii) architectural and engineering fees actually incurred in connection with the base building, shell and core of the Project (but excluding the architectural and engineering fees particularly relating to the design of the Premises), (iii) the payment of real estate taxes for which a credit was not received at the closing of the acquisition of the Property, (iv) any reasonable third party legal fees and expenses incurred in connection with the acquisition and development of the Project, (v) any commercially reasonable marketing fees relating to the development of the Project, (vi) any commercially reasonable travel expenses actually incurred by Lessor's agent (who are specifically identified as Steve Lowry, Jerry Wise and Deb Wise) during the construction and development of the Project, and (vii) such commercially reasonable contingencies for a development of this size and scope (provided, however, that Lessee shall receive a credit for any budgeted contingency funds not actually utilized during the course of the development of the Project).

For the purposes of this Lease, the term "Lessee's Proportionate Share of Construction Costs" shall mean [50%] of the costs actually incurred to construct the core and shell of the Project and to bring the Project (including the Premises) to a "base building" standard.

For the purposes of this Lease, the term "Premises Construction Costs" shall mean the actual costs to construct the Premises from its base building shell and core condition to the condition required per the Premises Plans and Specifications, including any and all architectural costs and engineering fees associated with preparation the Space Plan and the Premises Plans and Specifications.

6. ADDITIONAL RENT.

(a) In addition to Base Rent, Lessee shall pay to Lessor during the Term hereof, Lessee's Proportionate Share of (i) all Operating Expenses (as defined below) incurred for the Project during each and every calendar year during the Term of the Lease, (ii) Taxes (as defined in Section 6(c) below), and (iii) Insurance (excluding any insurance on the contents of the Leased Premises or professional liability of Lessee) (collectively, the "Additional Rent"). Base Rent and Additional Rent shall be collectively referred to as the "Rent". As used herein, "Proportionate Share" is the percentage obtained by dividing the total square feet of the Leased Premises by the total square feet of the Building.

(b) The term "Operating Expenses" shall mean all those commercially reasonable costs incurred by Lessor in the provision of services to tenants and in the operation, management, repair, replacement and maintenance of the Project and the Common Areas, which, in accordance with generally accepted principles as applied to the operation, maintenance, repair, protection, replacement of components and management of first class medical office building in the Chicago metropolitan area, are properly chargeable, including, but not limited to, utilities other than those utility costs directly reimbursed to Lessor or other utility provider, as the case may be, heat, air conditioning, janitorial service, labor, materials, supplies, equipment and tools, permits, licenses, inspection fees, salaries and other reasonable compensation of maintenance and management personnel (up to and including the level of property manager) and management fees. Notwithstanding the foregoing, Operating Expenses shall not include the following: (i) depreciation on the Building or equipment therein; (ii) ground lease rents; (iii) interest and principal or other payments on any encumbrances or indebtedness of Lessor; (iv) the costs of any

work or alterations (including painting or decorating) furnished by Lessor without charge as an inducement for a tenant to lease space (i.e., free rent, improvement allowances); (v) property management fees in excess of 5% of the gross rental proceeds; (vi) expenses, including, without limitation, rent, associated with maintaining a leasing or marketing office at the Project; (vii) salaries and other compensation of executive officers of Lessor and any personnel above the grade of property manager of the Building; (viii) the cost of any work performed or service provided (to the extent such work or service is in excess of the work or service Lessor provides to office tenants) for which Lessor is reimbursed by the recipient; (ix) legal expenses incurred in connection with tenant leases including, without limitation, negotiations with prospective tenants and enforcing provisions of this Lease or other leases in the Building; (x) advertising, marketing and promotional costs; (xi) commissions or other compensation payable to leasing brokers, and any costs relating to activities for the solicitation and execution of leases of space within the Building; (xii) Taxes (as defined below); (xiii) Insurance (as defined below); (xiv) amounts paid to any affiliate of Lessor for goods and services (other than fees for management of the Building) to the extent such amounts are materially in excess of the fair market rate for such goods and services rendered by unaffiliated third parties on a competitive basis; (xv) damages incurred due to the gross negligence or willful misconduct of Lessor; (xvi) costs incurred in connection with the sale, financing or refinancing of the Building or in connection with obtaining, maintaining or replacing any ground lease of the Building; (xvii) expenditures for repairs or maintenance to the extent of Lessor's recovery thereof under warranties, guarantees or service contracts; (xviii) costs actually reimbursed (less any costs of recovery of insurance proceeds) through insurance proceeds or otherwise to repair or replace damage by fire or insured other casualty; (xix) the costs, fines, damages or penalties incurred due to late payment of taxes or violations by Lessor of any governmental rule or authority or by reason of any default (or claim of default) or late payment by it under any lease or other contract or instrument (regardless of whether or not the payment itself is allowed to be included in expenses), including, without limitation, any legal and other professional fees paid or incurred in connection therewith; (xx) costs of special cleaning or other services not provided on a regular basis to tenants of the Building; (xxi) the cost of correcting defects in the construction of the Building or in the Building equipment; (xxii) contributions to operating expense reserves; (xxiii) bad debt loss, rent loss or reserves for bad debt or rent loss; (xxiv) damages incurred due to the negligence or willful misconduct of Lessor; and (xxv) any expenses that do not relate to the operation of the Project. Additionally, Operating Expenses shall not include the costs of any alterations, additions, equipment or replacements which, under generally accepted accounting principles and practices are properly classified as "capital improvements" to the Property; provided, however, Lessor may include in Operating Expenses the costs of the following capital improvements, amortized on a straight-line basis over their useful lives in accordance with generally accepted accounting principles, as modified for income-producing properties, consistently applied:

1. Any capital improvements made in order to comply with any new laws, rules or regulations or any changes in existing laws, rules or regulations adopted by any governmental authority after the Commencement Date; and
2. Any capital improvements that are designed primarily to promote and protect the health, safety and well being of the Project's occupants; and

3. Any capital improvements that are designed primarily to reduce Operating Expenses, provided that the amortized amount of these capital items in any year will be equal to the estimated resulting reduction in Operating Expenses for the same year.

(c) The term "Taxes" shall include, but not be limited to the following: (i) real estate taxes; (ii) special and general assessments; (iii) water and sewer rents and charges and charges including connection or hookup charges; (iv) governmental license and permit fees; (v) charges for public or private easements benefiting the Building; (vi) taxes on other areas made available for the common use or benefit of tenants; (vii) all other governmental impositions and charges (extraordinary as well as ordinary, foreseen and unforeseen) which are either a lien on the Building or which are charged, levied or assessed on, or imposed in connection with, the use, occupancy or possession of the Building, and/or which appear as a charge on a tax bill given to Lessor by any official taxing authority; (viii) taxes, license fees or other charges measured by the rents receivable by Lessor from the Building; (ix) occupancy taxes, rent taxes or similar taxes; interest on tax installment payments; and (x) costs, expenses and fees (including attorneys' and other experts' fees) incurred by Lessor in contesting and/or negotiating taxes with public authorities (regardless of the outcome). Notwithstanding the foregoing, the term "Taxes" shall expressly exclude any state, local, federal, personal or corporate income tax measured by the income of Lessor (including tax on rents or gross receipts), payroll, corporate franchise, income, gains, transfer, estate, inheritance, succession, gift, excise, profit, unincorporated business, capital stock, late charges, interest and/or penalties from the failure to pay taxes of any kind, and special assessments levied against another tenant or occupant in the Building due to improvements made by such other tenant or occupant. If the Leased Premises is located in a jurisdiction wherein taxes are billed or are payable in arrears after they have accrued or become a lien, then the Taxes that are payable or become a lien during the calendar year in which the Lease Term is in effect shall be included in the definition of "Taxes" shared in or payable by Lessee according to the provisions of this paragraph even though the payment thereof relates to a fiscal tax period in whole or in part occurring prior to the commencement of or after the end of the Lease Term. If Lessor is successful in causing the Taxes to be reduced or in obtaining a refund, rebate, credit or similar benefit (hereinafter collectively referred to as a "reduction"), Lessor shall credit the reduction(s) to Taxes for the calendar year to which a reduction applies and to recalculate the Taxes owed by Lessee for years after the year in which the reduction applies based on the reduced Taxes.

(d) The term "Insurance" shall mean insurance carried by Lessor with respect to the Building (including the real property) and insurance-related costs and expenses, including without limitation, costs and expenses related to insuring the Building and improvements and insuring for bodily injury and property damage, liability, including but not limited to, insurance premiums, administrative costs, fees, losses within deductibles and/or self-insured retention for special form property insurance including flood and earthquake, boiler and machinery, loss of rents, crime, general and umbrella liability, workers compensation, automobile and such other coverages and limits as Lessor in its commercially discretion deems reasonable in the circumstances as if the Building was the only property owned by Lessor but notwithstanding the foregoing, such insurance may be obtained through blanket policies as long as Lessor makes a reasonable allocation of premiums to the Building, which allocation may be based upon a uniform per square foot rate for all or substantially all property owned by Lessor and its affiliates.

(e) Lessor may make a good faith estimate of the Additional Rent to be due by Lessee for any calendar year or part thereof during the Term and Lessee shall pay to Lessor, in advance concurrently with each monthly installment of Base Rent, an amount equal to the estimated Additional Rent for such calendar year or part thereof divided by the number of months therein

(f) By April 1 of each calendar year, or as soon thereafter as practicable, Lessor shall furnish to Lessee a statement of Additional Rent for the previous year (the "Additional Rent Statement"). If Lessee's estimated payments of Additional Rent under Section 6(a) for the year covered by the Additional Rent Statement exceed Lessee's share of such items as indicated in the Additional Rent Statement, then Lessor shall credit the difference to Lessee against the next monthly payment of Additional Rent due to Lessor or refund said difference to Lessee (if such determination is made following the expiration of the Lease Term); likewise, if Lessee's estimated payments of Additional Rent under Section 6(a) for such year are less than Lessee's share of such items as indicated on the Additional Rent Statement, then Lessee shall pay such deficiency within thirty (30) days of receipt of the Additional Rent Statement. However, Lessee shall pay any such deficiency for taxes and insurance (as such deficiency is determined by Lessor upon Lessor's receipt of a tax or insurance invoice) within thirty (30) days of receipt for written demand thereof from Lessor and Lessor shall adjust the estimated monthly Additional Rent payment accordingly through the remainder of the calendar year.

(g) Lessee shall have the right to examine and audit Lessor's Additional Rent Statement during normal business hours upon not less than five (5) business days' notice. Lessee shall commence and complete its examination and, if applicable, its audit, within one hundred twenty (120) days after receipt of the Additional Rent Statement, and shall deliver a copy thereof to Lessor. The cost of any such examination and audit shall be paid by Lessee, provided that Lessor shall reimburse Lessee for the reasonable cost of the audit if the audit reveals an overcharge of 5% or more and the amount of the overcharge is not reduced below such 5% upon Lessor's dispute thereof. Lessor shall refund to Lessee any overpayment, or Lessee shall pay to Lessor any underpayment, as applicable, for the calendar year in question, within thirty (30) days after the amount of the overpayment or underpayment has been established by the audit or as provided in this subsection. If Lessee fails to exercise its rights of audit within the one hundred twenty (120) day period, the amount of Lessee's obligations for Additional Rent shall be conclusively established as the amount set forth in the statement delivered by Lessor to Lessee. If, however, Lessee timely exercises its right to audit and the results thereof differ from Lessor's Additional Rent Statement and Lessor disputes the results of such audit, Lessor and Lessee will use reasonable efforts to resolve the dispute; provided, however, that the foregoing shall not excuse or defer Lessee's obligation to pay the full amount of any payment shown to be due from Lessee on Lessor's Additional Rent Statement. If the dispute is not resolved by Lessor and Lessee within thirty (30) days after the Lessor's notice of dispute, the dispute shall be resolved by a mutually selected independent certified public accountant with at least ten years experience in the Chicago metropolitan commercial real estate market.

(h) Lessee shall timely pay to Lessor Base Rent and Additional Rent (collectively, the "Rent") without notice, demand, deduction, diminution, abatement, counterclaim, or set-off of any kind in accordance with the provisions of Section 5 and this Section 6. Lessee's failure to timely pay Rent to Lessor within ten (10) days of the date any Rent

payment is due shall constitute a Default by Lessee under the terms of this Lease and Lessor shall have all such rights and remedies available to Lessor as provided in Section 24.

7. LATE FEES.

Any payments of Rents hereunder not received on or before the 10th day of the month will be assessed a charge of five (5%) percent on the entire past due amount. Moreover, any payments of Rents hereunder not received on or before the 20th day of the month, shall bear interest from the 20th day of the month until paid at the rate of two percent (2%) above the "prime rate" or "corporate base rate" published in the Wall Street Journal but in no event higher than the maximum rate permitted under applicable law (the "Default Rate"), provided that interest shall not be payable on late charges incurred by Lessee nor on any amounts upon which late charges are paid by Lessee to the extent such interest would cause the total interest to be in excess of that legally permitted.

8. USE AND COMPLIANCE.

(a) Lessee shall continuously occupy and use the Leased Premises as a ambulatory surgical center, medical office and related uses thereto (the "Permitted Use") unless the written consent of the Lessor is first obtained which shall not be unreasonably withheld. The Leased Premises shall not be used for any use which is disreputable, creates extraordinary fire hazards, results in an increased rate of insurance on the Project, Building or contents therein or for the storage of any Hazardous Materials (other than in the ordinary course of Lessee's Permitted Use and then only in compliance with all applicable laws).

(b) Lessee shall comply with all applicable statutes, ordinances, rules and regulations relating to the use, condition, access to and occupancy of the Leased Premises including Lessor's commercially reasonable rules, regulations policies and procedures which Lessor may promulgate from time to time and deliver to Lessee in writing. Further, Lessee shall maintain the Leased Premises free of trash, litter and debris and in a clean and sightly condition.

9. LESSOR'S DUTY TO REPAIR.

(a) Except for repairs and replacements that Lessee must make under Section 10, Lessor shall, make and perform all repairs of construction defects in the Building, all maintenance and repairs of the Building, Common Areas, including the grounds and parking lots surrounding the Building and the Project, all maintenance and repairs and, if necessary, replacements, of exterior walls, all maintenance and repairs and, if necessary, replacements, of all structural columns, structural floors and floor slabs and other structural elements of the Building, including, without limitation, all maintenance and repairs and, if necessary, replacements, to the common areas of the Building and the roof of the Building, all maintenance and repairs to and, if necessary, replacement of the vertical transportation systems in the Building (including, without limitation, the freight and passenger elevators serving the Building), all maintenance and repairs and, if necessary, replacement of the utility, sewer, water, electrical, mechanical, HVAC, plumbing, life safety and other systems of the Building and such other maintenance and repairs and, if necessary, replacement to keep them or it in good working order and condition in accordance with the first class standards and consistent with other Class A

medical office buildings in the Chicago metropolitan area. The costs of the repairs and maintenance to the Project completed by Lessor under this Section 9 may be included in "Operating Costs" in accordance with the provisions of Section 6. Lessor may, but shall not be required to, enter the Leased Premises at all reasonable times to make such repairs, alterations, improvements or additions to the Leased Premises or to the Building or to any equipment located in the Building as Lessor shall desire or deem necessary or as Lessor may be required to do by governmental or quasi-governmental authority or court order or decree; provided, however, Lessor shall use reasonable efforts to make any repairs, additions or alterations in, about or affecting the Leased Premises or adjoining premises in a manner which minimizes interference with Lessee's business. Notwithstanding the provisions of this Section 9, Lessor shall not be responsible for any repairs required to be made herein by reason of the actions or omissions of the Lessee, its employees, agents, licensees, or invitees.

(b) If Lessor shall fail to perform its maintenance obligations under Section 9(a) above, and such breach or failure shall not be cured within ten (10) business days after Lessor receives written notice from Lessee specifying such breach or failure (or, if such breach or failure shall reasonably take more than ten (10) business days to cure, Lessor shall not have commenced such cure within the ten (10) business days), and such continuing breach or failure is creating a material impairment to the operation of Lessee's business at the Leased Premises, then Lessee may, at Lessee's option, without waiving any claim for damages for breach of agreement, at any time thereafter perform such work as may be reasonably necessary to cure such breach or failure. If such failure results in an emergency situation, Lessee may do the work necessary to cure any such breach or failure as aforesaid prior to the expiration of said cure period, upon as much written notice to Lessor as shall be practical in the circumstances, but solely if the curing of such breach or failure prior to the expiration of said cure period is necessary to protect the Leased Premises or to prevent injury or death to persons or damage to property. Lessor shall reimburse Lessee for any reasonable amounts properly incurred by Lessee as aforesaid within thirty (30) days of Lessee's written demand therefor. In the event that Lessor fails to reimburse Lessee within said thirty (30) day period, Lessee shall be entitled to deduct and offset such amounts owed by Lessor to Lessee against future payments of Rent payable under this Lease.

(c) Lessor shall not be liable for any loss or damage to Lessee's personal property, equipment, fixtures or improvements to the Leased Premises, except to the extent caused by the gross negligence or willful misconduct of Lessor or any agent, employee or contractor of Lessor.

(d) Lessor shall have the right to make repairs, alterations, additions, or improvements, whether structural or otherwise, in and about the Building, or any part thereof, and for such purpose to enter upon the Leased Premises and, during the continuance of said work, to temporarily close doors, entry ways, public space and corridors in the Buildings and to interrupt or temporarily suspend Building services and facilities, all without abatement of rent or affecting any of the Lessee's obligations hereunder and all accomplished in such a manner so as not to disrupt the conduct of Lessee's business. Notwithstanding the foregoing, in the event that the Leased Premises are rendered untenable or inaccessible for more than five (5) days, then Rent due under this Lease shall abate until such time that the Leased Premises are accessible and tenable.

10. LESSEE'S DUTY TO REPAIR/ALTERATIONS.

(a) Repairs and Maintenance. Except for the repairs to be performed by Lessor, Lessee shall keep and maintain in good order, condition and repair (including any such replacement and restoration as is required for that purpose) the Leased Premises and every part thereof and any and all appurtenances thereto wherever located, including, without limitation, the exterior and interior portion of all doors, plate glass, all plumbing and sewage facilities within the Leased Premises including free flow up to the main sewer line, fixtures, heating and air conditioning and electrical systems (serving exclusively the demised Leased Premises), sprinkler systems, nonstructural walls, floor coverings and ceilings applicable to Lessee's Leased Premises, and all installations made by Lessee under the terms of this Lease and any exhibits thereto, as herein provided. With respect to the heating and air conditioning system, Lessee shall enter into a heating and air conditioning preventative maintenance contract with a licensed contractor to service and inspect the heating and air conditioning system four (4) times per year and provide Lessor with a copy of said contract. Lessee shall keep and maintain the Leased Premises in accordance with all directions, rules and regulations of the proper officials of the government agencies having jurisdiction, at the sole cost and expense of Lessee, and Lessee shall comply with all requirements of law, by statute, ordinance or otherwise, affecting the Leased Premises and all appurtenances thereto. Lessee shall maintain the heating and air conditioning systems for the Leased Premises and shall pay for repairs that do not exceed \$750.00 per occurrence. Any repairs or replacements, on any single occurrence, over \$750.00 shall be paid by the Lessor less \$750.00 from Lessee, unless the cause of repair/replacement is due to Lessee's actions or omissions, which then would cause Lessee to be financially responsible for total cost of repair or replacement.

(b) Alterations. Lessee shall not make any alteration of, or addition or improvement to, the Leased Premises without securing the Lessor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any and all roof penetrations must first be approved and coordinated through the Lessor (which approval Lessor shall not unreasonably withhold, condition or delay), in order not to void any warranties on the roof coverings. No awnings or other projections over or around the windows or entrances of the Leased Premises shall be installed by Lessee. Lessor shall reasonably designate and approve, prior to installation, all types of window shades, blinds, drapes, awnings, window ventilators, and other similar equipment, and to control all lighting within the Leased Premises that may be visible from the exterior of the Building. Any window treatments installed by Lessee which are visible from outside the Building must be approved by Lessor (which approval shall not be unreasonably withheld, conditioned or delayed) and uniform with any other window treatments in the Building. Notwithstanding anything contained herein to the contrary, Lessee may, without Lessor's prior written consent (but with reasonable prior notice) make cosmetic, non-structural alterations or additions of less than \$100,000.00 which do not involve structural elements, Building systems, electrical installations or the obtaining of building permits. Moreover, notwithstanding anything contained in this Lease to the contrary, Lessee may, without Lessor's prior written consent (but with reasonable prior notice) make any alterations, repairs, replacement or additions that are required by the Illinois Department of Public Health; provided, however, that if any requirement of the Illinois Department of Health will require any structural repairs or alterations to the Building, then Lessor's prior written consent shall be required (which consent shall not be unreasonably withheld, conditioned or delayed). Lessee shall provide

Lessor with copies of any correspondence from the Illinois Department of Health regarding any required alterations to the Leased Premises.

(c) Mechanic's Liens. Lessee shall save Lessor harmless on account of claims for mechanics', material men's or other liens in connection with any work by Lessee, and any such liens shall exist only against Lessee's leasehold interest and shall be discharged, by bond or otherwise, within thirty (30) days after filing.

(d) Lessor's Performance of Lessee Maintenance Obligations. If Lessee does not perform its maintenance obligations in a timely manner as set forth in this Lease, by commencing the same within ten (10) business days after receipt of notice from Lessor specifying the work needed and thereafter diligently and continuously pursuing completion of unfulfilled maintenance obligations, Lessor shall have the right, but not the obligation, to enter into the Leased Premises to repair, replace, maintain or restore, at Lessee's expense, any items which Lessee is responsible for maintaining, repairing, restoring or replacing under this Section 10 and for which Lessee has failed to perform hereunder, and any commercially reasonable amounts actually expended by Lessor shall be paid by Lessee to Lessor within thirty (30) days after demand, with interest at the annual rate of the Default Rate.

11. LESSOR REPRESENTATIONS.

(a) Lessor hereby warrants and represents that the Leased Premises are properly zoned for Lessee's proposed use as a medical office building and ambulatory surgery center and that Lessee's proposed use thereof is in all ways permitted upon the Leased Premises.

(b) Lessor further warrants and represents that the Leased Premises meet all applicable governmental rules, regulations, ordinances and requirements.

(c) Lessor warrants and covenants that, if Lessee shall perform all of the covenants and agreements herein stipulated to be performed on the part of Lessee, Lessee at all times during the Lease Term shall have the exclusive, peaceable and quiet enjoyment and possession of the Leased Premises without any manner of hindrance from anyone claiming by, through or under Lessor.

12. SURRENDER OF LEASED PREMISES.

At the end of the Lease Term, or on earlier termination of its interest in the Leased Premises, Lessee shall peaceably surrender possession of the Leased Premises to Lessor with all improvements located therein, in good repair and in substantially the same condition in which delivered to Lessee, ordinary wear and tear excepted and Lessee shall deliver to Lessor all keys to the Leased Premises and shall make known to Lessor all combination locks on any safes, cabinets and vaults located within the Leased Premises. Regardless of the foregoing, at any time prior to the expiration of the Lease Term, Lessee may, at its cost and expense, remove in a careful manner any unattached trade fixtures, furniture, and personal property placed within the Leased Premises by the Lessee during the Lease Term and prior to such expiration shall repair any damage caused by such removal. All items not so removed shall, at Lessor's option, be deemed to have been abandoned by Lessee and may be destroyed or otherwise disposed by

Lessor without notice to Lessee and without any obligation to account for such items. The provisions of this Section 12 shall survive the expiration or termination of this Lease.

13. **OPTION TO EXTEND.** Lessor hereby grants to Lessee the options to extend the Initial Term on the same terms, conditions and provisions as contained in this Lease, except as otherwise provided herein, for two (2) consecutive periods of ten (10) years each, the first (the "First Option Period") commencing on the day following the Expiration Date, and the second (the "Second Option Period") commencing on the fifth (5th) anniversary of the commencement date of the First Option Period. Each of the First Option Period and the Second Option Period are sometimes referred to generally as an "Option Period."

(a) Lessee's option to extend shall be exercisable by written notice from Lessee to Lessor given no earlier than one hundred eighty (180) days prior to the expiration of the Initial Term, or the First Option Period, as the case may be, time being of the essence. If the option is not so exercised as to the First Option Period, such option, and the option as to the Second Option Period, shall thereupon expire.

(b) Base Rent per square foot of Premises Rentable Area payable during the first Lease Year of the First Option Period shall be equal to 103% of the Base Rent in effect during the final Lease Year of the Initial Term and shall escalate each Lease Year thereafter during the First Option Period by 3%.

(c) Base Rent per square foot of Premises Rentable Area payable by Lessee during the first Lease Year of the Second Option Period shall be equal to then-current "Prevailing Market Rental Rate" (as defined below) and shall escalate each Lease Year thereafter during the Second Option Period by 3% per year. For the purposes of this Lease, "Prevailing Market Rental Rate" means the annual amount per square foot that a willing tenant would pay and a willing landlord would accept for Base Rent following negotiations with respect to an Assumed Lease (defined below). The term "Assumed Lease" means a lease or renewal having a commencement date within six (6) months of the commencement date of the Second Option Period for an ambulatory surgical center space of approximately the same size as the Leased Premises, located in a portion of the Building or a Comparable Building (defined below), with annual Base Rent escalations of three percent (3%) per year. The term "Comparable Building" means any then existing medical office building in a ten (10) mile radius of the Building that is of a size, location and quality comparable to the Building, provided that appropriate adjustments shall be made for differences in the size, location, age and quality of any Comparable Building to the Building.

(c) Lessor shall present Lessee with its good faith determination of the Prevailing Market Rental Rate within thirty (30) days following Lessor's receipt of Lessee's notice of its desire to exercise the Second extension Option. If Lessee disagrees with Lessor's determination of the Prevailing Market Rental Rate, Lessee shall notify Lessor of same (the "Lessee Dispute Notice"), and Lessee and Lessor agree to work together, in good faith, to determine a mutually satisfactory Prevailing Market Rental Rate. If the parties have not agreed within thirty (30) days after Lessor's receipt of Lessee's Dispute Notice, then within such 30 day period, Lessor and Lessee shall endeavor to mutually agree upon a licensed commercial real estate broker of good reputation, having at least five (5) years' experience in the real estate market in which the Building is located and actively leasing commercial office space in such real estate market, to act

as arbitrator (the "Arbitrator"); otherwise, they shall each select, within the foregoing 30 day period, a real estate broker who meets the above qualifications and together such brokers will then select a real estate broker who meets the above qualifications and who shall be deemed the Arbitrator. Within ten (10) days after designation of the Arbitrator, Lessor and Lessee each shall give notice of its determination of the Prevailing Market Rental Rate supported by the reasons therefor by delivering copies to each other and the Arbitrator, under an arrangement for simultaneous exchange of such determinations. The Arbitrator will review each party's determination and select the one which most accurately reflects such Arbitrator's determination of the Prevailing Market Rental Rate. Such selection shall be final and binding on both parties and shall be the Base Rent rate paid during the first year of the Second Option Period (with 3% annual increases thereafter). The Arbitrator shall have no right to propose a middle ground or any modifications of either party's determination. The Arbitrator's costs incurred in this procedure shall be shared equally by Lessor and Lessee and shall be fixed when the Arbitrator is selected.

(d) Upon the valid exercise by Lessee of its option to extend, Lessor and Lessee shall enter into a written amendment to the Lease confirming the terms, conditions and provisions applicable to the Option Period as determined in accordance with the provisions of this Section, with such revisions to the Base Rent provisions of this Lease as may be necessary to conform those provisions to the rental rate applicable to the Option Period.

14. ASSIGNMENT, CONVEYANCE OR MORTGAGE; SUBORDINATION OF LEASE.

(a) The Lessor shall have the right to assign or convey its interest in the Leased Premises, the Building and/or the Project at any time. In the event Lessor conveys or otherwise disposes of all of its interest in the Building, Lessor thereafter shall have no further liability or obligations under this Lease and Lessee shall look solely to Lessor's successor in interest to enforce all obligations of this Lease to be performed by Lessor. The Lessor shall have the right to mortgage the Leased Premises or any portion of the property upon which the Leased Premises is situated and any such mortgage shall have priority over, and this Lease shall be subject and subordinate to, such mortgage, except and provided that the rights of the Lessee shall not be cut off or affected in any manner by foreclosure of any mortgage so long as the Lessee is not in default as to any obligation as to which the Lessee has received written notice. Lessee agrees to execute any commercially reasonable subordination, non-disturbance and attornment agreements reasonably requested by the owner of such a mortgage evidencing the priority of the mortgage; provided, however, that any subordination of this Lease to any future mortgage or deed of trust shall be conditioned upon the mortgagee agreeing not to disturb Lessee's use and enjoyment of the Leased Premises as provided in this Lease as long as Lessee is not in Default under this Lease beyond any applicable notice or cure periods. Lessor agrees to use commercially reasonable efforts to obtain such a subordination, non-disturbance and attornment agreement between Lessee and Lessor's current lender within thirty (30) days following the full execution and delivery of this Lease. Lessee's failure to execute such documents within ten (10) business days after written demand shall constitute a material default by Lessee hereunder. Lessee acknowledges that Lessor may assign its interest in this Lease to a mortgagee lender as additional security.

(b) Except as set forth herein, Lessee shall not assign, transfer, mortgage or otherwise encumber this Lease or all or substantially all or any of Lessee's rights hereunder or interest herein without obtaining the prior written consent of Lessor, which may be withheld or conditioned for any reason in Lessor's sole discretion. Notwithstanding the foregoing, Lessor agrees that an assignment of this Lease to an affiliated or related entity of Lessee or a transfer of all or substantially all of the assets of Lessee or of the stock or membership interests of Lessee or the parent company of Lessee, shall not be deemed to be an assignment or transfer in violation of this paragraph and shall not require Lessor's prior approval.

15. **LESSOR'S RIGHT OF ENTRY.**

Lessor or its agent may enter the Leased Premises at any mutually agreeable time, following reasonable prior written notice, for the purpose of inspecting or maintaining the Leased Premises. In the event of emergency, however, Lessor or its agent may enter the Leased Premises without consent or agreement. Keys for this purpose must be held by Lessor or its agent. In the event that Lessee desires to change or alter any locks to the Leased Premises, Lessee will notify Lessor of Lessee's request and Lessor or Lessor's agent will have the locks changed or altered at Lessee's expense. No locks shall be changed or additional locks installed without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

16. **UTILITIES.**

(a) Lessor shall at all times (24 hours per day, 7 days per week) cause or make available to Lessee adequate hot and cold water, electric, gas, telephone and sewage connections to the Building and electric connections to the lights for the parking area shown upon the plans and specifications.

(b) Lessee shall pay for all utilities furnished to the Leased Premises during the term of this Lease. Lessee shall provide and pay for its own telephone, computer, janitorial, and refuse removal services for the Leased Premises.

17. **SIGNS.**

Other than the signage contemplated in the Construction Documents, Lessee shall not erect any signs or advertisements on any exterior door, wall or window of the Leased Premises, Building or Project without the prior written consent of Lessor (which consent shall not be unreasonably withheld, conditioned or delayed). If Lessor approves such signage, all related costs for the installation and fabrication for this signage will be the financial responsibility of the Lessee. Lessee agrees to maintain such signs or advertisements as approved by Lessor in good condition and repair. All signs shall comply with any sign criteria provided by Lessor to Lessee and with any applicable ordinances or other governmental restrictions or requirements. An exterior monument sign structure for the Project shall be provided by Lessor in accordance with the Construction Documents approved by the appropriate local governmental entity or entities. In the event this monument sign contains a directory of Lessees, Lessee will pay for costs to fabricate and install initial Lessee signage and for changes to such sign structure resulting from the occupancy created hereunder. The sign directory will be provided exclusively for the display

of the name and location of lessees only, and Lessor reserves the right to specify the manner in which Lessee is listed and to exclude any other names therefrom.

18. **INSURANCE OBLIGATIONS.**

(a) Lessee shall, at its expense, procure and keep in force at all times during the Lease Term, insurance written by an insurer satisfactory to Lessor, insuring the Lessor and Lessee against all loss, cost, liability and expense on account of injury to or death of a person or persons, or damage to or destruction of property of third parties, arising from Lessee's use or occupancy of the Leased Premises, in an amount not less than Two Million Dollars (\$2,000,000) for injury to or death of any one person, and Two Million Dollars (\$2,000,000) for injury to or death of more than one person in any one accident, and not less than Two Hundred Fifty Thousand Dollars (\$250,000) for damage to property of third parties. The policies reflecting this insurance coverage shall provide that they may not be canceled without thirty (30) days prior notice to Lessor and Lessee. Lessee shall promptly deliver to Lessor, prior to the Commencement Date, either copies of the insurance policies or certificates evidencing the existence of such insurance.

(b) During the Lease Term, Lessor shall carry fire and extended coverage insurance on the Leased Premises (not including Lessee's fixtures, equipment and personal property) in an amount not less than the 100% full replacement cost thereof.

19. **INDEMNITY; MUTUAL WAIVER OF SUBROGATION RIGHTS**

(a) Subject to Section 19(c) below, Lessee shall defend, indemnify and hold Lessor and Lessor's representatives, agents, members, managers, employees, successors and assigns harmless from and against all claims, demands, liabilities, causes of action, suits, judgments, losses, penalties, damages and expenses (including attorneys' fees and costs) (collectively, a "Loss") arising from (i) Lessee's use of the Leased Premises (ii) Lessee's failure to perform its obligations under this Lease or (iii) arising out of any act or omission of Lessee, its agents, employees, invitees or licensees or by any one claiming by, through or under Lessee, occurring on the Leased Premises, in the Building or common areas owned by Lessor at any time during the Lease Term, except where such Loss occurred as a result, in whole or in part, directly or indirectly, from the default, negligence or intentional act(s) of Lessor, its agents, employees, successors or assigns in which case each party will be responsible for its pro rata portion of the Loss. If any proceeding is filed for which indemnity is required hereunder, Lessee agrees, upon request therefore, to defend Lessor in such proceeding at Lessee's sole cost utilizing counsel reasonably satisfactory to Lessor.

(b) Subject to Section 19(c) below, Lessor shall defend, indemnify and hold Lessee, its employees, assignees, sublessees and guarantors, if any, harmless from and against any Loss arising from Lessor's, or any other lessee's, use of the Building other than the Leased Premises, except where such Loss occurred as a result, in whole or in part, directly or indirectly, from the default or negligence of Lessee, its agents, employees, assignees, sublessees or guarantors in which case each party will be responsible for its pro rata portion of the Loss. If any proceeding is filed for which indemnity is required hereunder, Lessor agrees, upon request

therefore, to defend Lessee in such proceeding at Lessor's sole cost utilizing counsel reasonably satisfactory to Lessee.

(c) Lessor and Lessee do hereby mutually waive and release each other from any subrogation rights under any insurance policies or otherwise that covers the Project, Building, Leased Premises, Lessor's and Lessee's fixtures, personal property, leasehold improvements or business, or is required to be insured against under the terms hereof, regardless of whether the negligence of the other party caused such Loss, and from any claims or liability arising out of loss or damage to Lessor's real estate, or Lessee's property, from fire or other risk for which Lessor and Lessee become entitled to receive insurance proceeds. Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's right to recovery under subrogation or otherwise against the other party.

(d) The indemnifications set forth in this Section 19 shall survive the expiration, cancellation or termination of this Lease.

20. DAMAGE OR DESTRUCTION OF LEASED PREMISES; REPAIR OR RESTORATION OF LEASED PREMISES.

(a) If the Building and/or Leased Premises are rendered partially or wholly untenantable by fire or other casualty, Lessor shall deliver to Lessee a notice within forty-five (45) days of such casualty setting forth the time, as reasonably determined by Lessor, required to materially restore the Building or leased Premises. In the event that the Building or the Leased Premises are destroyed, or damage is so extensive so that restoration or repairs cannot be accomplished within one hundred eighty (180) working days, as certified by the opinion of an experienced licensed architect, the either Lessee or the Lessor may terminate this Lease by giving the other written notice before restoration is commenced and in this event all insurance proceeds shall be paid to Lessor.

(b) In the event of an insured loss, subject to the termination provisions set forth herein, the Lessor shall proceed with all due diligence to repair or restore the improvements to as good a condition as existed before such damage or destruction to the extent of the available insurance proceeds. Should the Lessor provide the Lessee with the opinion of an experienced insurance adjuster that such proceeds will not be sufficient to pay for such repairs or restoration, unless otherwise agreed, either party may terminate this Lease by written notice, in which event all insurance proceeds shall be paid to the Lessor.

(c) During the period of any such restoration or repairs which permits partial use of the Leased Premises, the Rent shall be equitably adjusted; provided, however, that in the event of destruction, or damage so extensive as to render the Leased Premises unfit for operational occupancy by Lessee, the Rent shall cease and abate until such time as the restoration or repairs has proceeded so that a partial use of the building is practical.

21. EMINENT DOMAIN

(a) If any portion of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase under threat or intimidation thereof, this Lease shall terminate upon the

election of either party, effective on the date possession of the Leased Premises or any portion thereof is taken by the condemning authority or private purchaser as aforesaid. In the case of such partial condemnation and non-election by either party to terminate this Lease, then the annual rental payable hereunder shall, during the unexpired portion of the Lease term, be reduced by the pro-rata amount attributable to the real estate taken, effective on the date possession of such portion of the Leased Premises is taken by the condemning authority or private purchase as aforesaid. Lessor shall promptly provide to Lessee a copy of all notices from any such condemning authority or private purchasers, respecting any requirement that Lessee surrender its right to possession to the Leased Premises or any portion thereof pursuant to this Section 21(a).

(b) Any notice of election by Lessee to terminate this Lease as herein provided, shall be given by Lessee to Lessor within thirty (30) days after notice by Lessor to Lessee as provided in Section 21(a) hereof or within thirty (30) days after receipt by Lessee of actual knowledge of any requirement that Lessee surrender its right to possession to the Leased Premises or any portion thereof as herein provided, whichever shall first occur. Any notice of election by Lessor to terminate this Lease, as herein provided, shall be given by Lessor to Lessee within thirty (30) days after receipt by Lessor of actual knowledge of any requirement that Lessor surrender its right to possession to the Leased Premises or any portion thereof. In the event this Lease is not terminated pursuant to this paragraph, Lessor shall make such reasonable repairs or alterations as may be necessary to make the structure on Leased Premises an architectural whole; and this Lease shall thereafter be in full force and effect, with prorated rent, all as herein provided.

(c) Each party shall be entitled to awards for taking and damages with respect to its and their respective interests, it being the intent herein that each party shall recover a sum sufficient to put said party in the position each would have been in through the life of this Lease and any renewal or extension thereof, the same as if a condemnation, threat or intimation thereof had not occurred.

22: SUBLETTING AND ASSIGNMENT.

Lessee shall not sublet the Leased Premises or assign or otherwise transfer any of its rights under this Lease, in whole or in part, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Any sublease of the Leased Premises by Lessee shall not in any manner change, reduce or relieve the Lessee's obligations hereunder. All documents utilized by Lessee to evidence any subletting or assignment to which Lessor has consented shall be subject to prior written approval by Lessor or its counsel. Lessee shall pay on demand all of Lessor's reasonable third-party costs and expenses actually incurred by Lessor, including reasonable attorney's fees, incurred in determining whether or not to consent to any requested sublease or assignment and in reviewing and approving such documentation. Notwithstanding anything contained herein to the contrary, Lessee may, without obtaining Lessor's prior written consent, assign the Lease or sublet the Leased Premises to an Affiliate (as hereinafter defined). The term "Affiliate" shall mean: (i) any entity owned or controlled by Lessee; (ii) any entity of which Lessee is a subsidiary (on any level); (iii) any subsidiary or affiliate in which Lessee's parent owns a substantial interest; (iv) any entity which is under common ownership or control with Lessee; or (v) any entity into which Lessee may be merged or consolidated or which purchases all or substantially all of the assets or stock of Lessee.

23. DEFAULT.

The occurrence of any of the following shall constitute a "Default" by Lessee under this Lease:

(a) If Lessee shall fail to pay any payment of Rent and any other sum of money payable under this Lease, whether to Lessor or otherwise, when due and such failure shall continue for a period of ten (10) days from the due date thereof;

(b) If Lessee shall violate or fail to perform any other term, condition, covenant or agreement to be performed or observed by Lessee under this Lease and such failure shall continue for a period of thirty (30) days after written notice thereof; provided that if more than thirty (30) days shall be required to complete such performance, Lessee shall not be in Default if Lessee shall commence such performance within the thirty (30) day period and shall thereafter diligently pursue its completion.

(c) Any of the following occurs with respect to Lessee: (i) Lessee becomes insolvent as such term is defined in Title 11 of the United States Code (the "Bankruptcy Code") or under the insolvency laws of any state, district, commonwealth or territory of the United States (the "Insolvency Laws"); (ii) the appointment of a receiver or custodian of any or all of Lessee's property or assets or the institution of a foreclosure action upon any of Lessee's real or personal property as pertains to the Leased Premises and such receiver or custodian or such foreclosure action is not dismissed within ninety (90) days; (iii) Lessee's filing or consenting in writing to a petition under the provisions of the Bankruptcy Code or the Insolvency Laws or in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceeding; (iv) the filing of a petition against Lessee as the subject debtor under the Bankruptcy Code or Insolvency Laws, which is not consented to by such subject debtor and which either is not dismissed within ninety (90) days of filing or results in the issuance of an order for relief against the debtor; (v) Lessee's making or consenting in writing to a voluntary assignment for the benefit of creditors or a common law composition of creditors; or (vi) a court ordered dissolution of Lessee or court ordered liquidation of substantially all of Lessee's assets:

(d) The dissolution of Lessee for any reason; or

(e) Any representations or warranties of Lessee as set forth in this Lease are or become untrue or incorrect in any material respect during the term of this Lease.

24. RIGHTS OF LESSOR ON DEFAULT; REMEDIES CUMULATIVE.

(a) If Lessee should fail to perform or observe any of the conditions or provisions of this Lease for thirty (30) days after written notice by Lessor of such breach, fail to timely pay any payment of Rent or any other sum of money payable under this Lease within ten (10) days of the due date thereof or any other event of default by Lessee occurs under the provisions of this Lease, Lessor may, at Lessor's option, in addition to any remedies available to Lessor at law or equity, take any one or more of the following actions: (a) re-enter and repossess the Leased Premises in accordance with all applicable law; (b) sue for any unpaid rent and any other damages sustained, including reasonable attorney fees or collection fees; or (c) terminate this Lease. Upon any Default by Lessee, Lessor shall have any or all of the above remedies and

all other remedies at law or in equity, payable together with reasonable attorney fees, costs of collection and court costs, all of which amounts owing by Lessee shall be paid upon demand. Leasing commissions or fees to release the Leased Premises will also be the Lessee's expense. The taking of any or all of the foregoing actions, including termination, shall not in any way terminate Lessee's liability under this Lease for the payment of Rent. If Lessor retakes possession of the Leased Premises, it shall use commercially reasonable efforts to relet the Leased Premises as soon as practicable after retaking possession, and shall exercise due diligence in mitigating Lessor's damages. Lessee shall continue to be liable for the Rent after credit for amounts realized by Lessor from such reletting, but less reasonable costs and fees incurred by Lessor including, but not limited to broker's or finder's fees arising in connection with such reletting, in retaking the Leased Premises or in preparing the same for reoccupancy.

(b) All the rights and remedies given to Lessor in this Lease for the recovery of the Leased Premises because of the Default by Lessee in the payment of any sums that may be payable pursuant to the terms of this Lease, or upon the breach of any of the terms of this Lease, or the right to re-enter and take possession of the Leased Premises upon the happening of any of the defaults or breaches of any of the covenants of this Lease, or the right to maintain any action for rent or damages and all other rights and remedies allowed at law or equity, are reserved and conferred upon Lessor as distinct, separate, and cumulative remedies, and no one of them, whether exercised by Lessor or not, shall be deemed to be in exclusion of any of the others.

25. RIGHTS OF LESSEE ON DEFAULT.

(a) Except to the extent otherwise set forth in Section 25(b) below, if Lessor should fail to perform or observe any of the conditions or provisions of this Lease for thirty (30) days after written notice by Lessee of such breach, Lessee may, at its option: (a) require Lessor's specific performance; (b) sue Lessor for damages; or (c) terminate the Lease. Upon any default by Lessor, Lessee shall have any or all of the above remedies and all other remedies at law or in equity, payable together with reasonable attorney fees, costs of collection and court costs, all of which amounts owing by Lessor shall be paid upon demand. The failure of Lessee to assert any remedy available to it shall not operate as a waiver of the right to exercise such remedy for the same or any subsequent default of Lessor at any time thereafter.

(b) Notwithstanding anything contained in Section 25(a) to the contrary, if Lessor shall fail to perform its maintenance obligations under Section 9(a), and such breach or failure shall not be cured within ten (10) business days after Lessor receives written notice from Lessee specifying such breach or failure (or, if such breach or failure shall reasonably take more than ten (10) business days to cure, Lessor shall not have commenced such cure within the ten (10) business days), and such continuing breach or failure is creating a material impairment to the operation of Lessee's business at the Leased Premises, then Lessee may, at Lessee's option, without waiving any claim for damages for breach of agreement, at any time thereafter perform such work as may be reasonably necessary to cure such breach or failure. If such failure results in an emergency situation, Lessee may do the work necessary to cure any such breach or failure as aforesaid prior to the expiration of said cure period, upon as much written notice to Lessor as shall be practical in the circumstances, but solely if the curing of such breach or failure prior to the expiration of said cure period is necessary to protect the Leased Premises or to prevent injury or death to persons or damage to property. Lessor shall reimburse Lessee for any reasonable

amounts properly incurred by Lessee as aforesaid within thirty (30) days of Lessee's written demand therefor. In the event that Lessor fails to reimburse Lessee within said thirty (30) day period, Lessee shall be entitled to deduct and offset such amounts owed by Lessor to Lessee against future payments of Rent payable under this Lease.

(c) The liability of Lessor to Lessee (or any person or entity claiming by, through or under Lessee) for any default by Lessor under the terms of this Lease or any matter relating or arising out of the occupancy or use of the Leased Premises and/or other areas of the Project or Building shall be limited to Lessee's actual, direct but not consequential damages therefore and shall be recoverable only from the interest of Lessor in the Project or Building. Lessor (and its manager(s) or members) shall not be personally liable for any deficiency.

26. NOTICES.

Any notice required or permitted to be made by either party under the terms of this Lease may be given in person, by facsimile, electronic mail or by certified mail, return receipt requested, postage prepaid. Notices to the Lessor and Lessee shall, unless either party otherwise notifies the other party in writing, be addressed as follows:

LESSOR:
BEDFORD MED, LLC
c/o NPS
4021 West Kilgore Avenue
Muncie, IN 47304
765-289-0187 - facsimile

LESSEE:
SOUTHWESTERN MEDICAL, LLC
c/o The Surgery Center
60 East Delaware Place, 15th Floor
Chicago, Illinois 60611
Facsimile: 312-944-5801
Attn: Guita Griffiths

with a copy to:

SONNENSCHN NATH & ROSENTHAL
LLP
7800 Sears Tower
Chicago, IL 60606
Attention: Eric Decator, Esq.
Fax: (312) 876-7934

27. CONFIDENTIALITY.

Lessee and Lessor each acknowledges that the terms and conditions of this Lease, other than the existence of this Lease and the location of the Leased Premises, are to remain confidential and may not be disclosed by either Lessee or Lessor to anyone, by any manner or means, directly or indirectly, without the other party's prior written consent; provided, however, Lessee and Lessor may disclose the terms and conditions of this Lease subject to the confidentiality requirements herein to its attorneys, accountants, employees, and existing or prospective financial partners. The consent of Lessor to any disclosures shall not be deemed to be a waiver on the part of Lessor of any prohibition against any future disclosure.

28. MECHANICS' LIENS.

Lessee shall have no power to subject the Leased Premises or Lessor's interest in the Leased Premises to any mechanics' or other liens. If any mechanics' or other liens or order for the payment of money shall be filed against the Leased Premises or any building or improvement thereon by reason of or arising out of any labor or material furnished or alleged to have been furnished or to be furnished to or for Lessee at the Leased Premises, or for or by reason of any change, alteration, or addition or the cost or expense thereof or any contract relating thereto, Lessee shall cause the same to be discharged of record against the Leased Premises, by bond or otherwise as allowed by law at the expense of Lessee, within thirty (30) days after written demand therefore, and shall also defend on behalf of Lessor at Lessee's sole cost and expense, any action, suit, or proceeding that may be brought thereon or for the enforcement of those liens, lien or orders, and Lessee shall save Lessor harmless from any judgment, claim or damage resulting therefrom.

29. ESTOPPEL CERTIFICATES.

Lessee agrees at any time and from time to time upon not less than ten (10) business days prior written request by Lessor, the holder of any deed of trust, mortgage, or other instrument of security, to execute, acknowledge, and deliver to Lessor, the holder of any deed of trust, mortgage, or other instrument of security an estoppel certificate executed by Lessee confirming and containing such factual certifications and representations concerning the Lease reasonably deemed appropriated by the party requesting such certificate.

30. WAIVER OF JURY TRIAL.

TO THE EXTENT PERMITTED BY LAW, LESSOR AND LESSEE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

31. HAZARDOUS MATERIALS.

(a) Lessee shall not cause or permit any Hazardous Materials to be brought upon, kept or used in or about Leased Premises (other than in the ordinary course of Lessee's Permitted Use and then only in compliance with all applicable laws) without the prior written consent of Lessor which may be withheld for any reason. "Hazardous Materials" shall mean any substance, material, or waste which is now or hereafter classified or considered to be hazardous, toxic, or dangerous under any law relating to pollution or the protection or regulation of human health, natural resources or the environment, or poses or threatens to pose a hazard to the health or safety of person on the Leased Premises, the Project or in the Building.

(b) If Lessee breaches its obligations under this Section 31, Lessor may, but is not obligated to, immediately take, at Lessee's expense, any and all action reasonably appropriate to remedy the same, including taking all appropriate action to clean up or remediate

any contamination resulting from Lessee's use, generation, storage or disposal of Hazardous Materials.

(c) Lessee shall indemnify, pay the costs of any clean up, remediation and to defend Lessor (including attorneys' fees) and hold harmless from any claims, judgments, damages, penalties, fines or losses which arise during or after the term of this Lease from or in connection with the presence or suspected presence of any Hazardous Materials in, on or under the Leased Premises, the Project or the Building, which substances were brought upon, kept or used in or about the Leased Premises, Project or Building by Lessee. This indemnity provision shall survive termination or expiration of the Lease.

32. GUARANTY.

As additional consideration for Lessor to enter into this Lease, Lessee shall cause Nader Bozorgi, M.D. (individually and collectively, if applicable, "Guarantor") to execute the Guaranty of Lease attached hereto as **Exhibit "D"** and Lessee shall deliver same to Lessor contemporaneously with Lessee's execution hereof. Lessee's failure to deliver such guaranty as required herein shall automatically put Lessee in default under this Lease, with no notice being necessary to Lessee, and Lessor shall be entitled to exercise any and all rights and remedies available to it hereunder, as well as at law or in equity. Additionally, if Lessee fails to deliver such guaranty, Lessor, notwithstanding anything to the contrary contained in this Lease, (i) shall not be required to perform any Lessee improvement work in the Leased Premises, (ii) shall not be required to make any reimbursements or allowances in connection with any Lessee improvement work, (iii) shall not be required to pay any brokerage commissions to the broker or brokers representing Lessee in connection with this Lease, (iv) may terminate this Lease by providing Lessee five days advance written notice thereof, and (v) shall not be required to honor any other rights provided to Lessee under this Lease, if any.

33. MEMBERSHIP INTEREST IN LESSOR.

As additional consideration for Lessee to enter into this Lease, Lessee shall be granted a membership interest in Lessor upon such terms and conditions as are generally contained in the Membership Interest Purchase Agreement attached hereto as **Exhibit "E"**. In the event that Lessee does not: (i) occupy the Leased Premises; (ii) pay to Lessor the first month's Rent; and (iii) execute the operating agreement of Lessor within sixty (60) days of the date of the Rent Commencement Date, then Lessor's offer to convey the membership interest to Lessee shall be revoked and of no further force or effect and Lessee shall not have any rights, claims or interests to the membership interest and/or the Lessor.

34. TERMINATION OPTION.

In the event that Lessee fails, despite using diligent efforts, to obtain a Certificate of Need from the Illinois Department of Public Health, by December 15, 2007, then Lessee may elect to terminate this Lease by promptly providing Lessor with written notice thereof, in which case, this Lease shall terminate and be of no further force and effect.

35. MISCELLANEOUS.

(a) This Lease shall be governed by, construed and interpreted in accordance with the laws of the State of Illinois.

(b) This Lease shall inure to the benefit of and be binding upon the parties, their successors and assigns.

(c) Lessor and Lessee each hereby represent and warrant that the undersigned are duly authorized to execute this Lease for and on behalf of Lessor and Lessee respectively.

(d) Lessee acknowledges that Lessee has reviewed and agreed to all of the terms and provisions of this Lease and that Lessee has had the opportunity to consult with an attorney concerning the legal consequences of entering into this Lease with Lessor. As a result of the foregoing, it is the intent of the parties that this Lease shall not be construed or interpreted against either party in any dispute concerning any term or provision of this Lease.

(e) Lessor's acceptance of Rent following a Default by Lessee shall not waive Lessor's rights regarding such a Default. No waiver by Lessor of any violation or breach of any of the terms contained herein shall waive Lessor's rights regarding any future violation of such term. Lessor's acceptance of any partial payment of Rent shall not waive Lessor's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, Lessor's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due.

(f) This Lease may be executed in one or more counterparts, which together shall constitute one and the same instrument. This Agreement may be executed via facsimile and the parties agree that facsimile execution hereof shall be binding upon the parties.

(g) The captions and paragraph headings used in this Lease are for convenience of reference only. They shall not be construed to limit or extend the meaning of any part of this Lease, and shall not be deemed relevant in resolving any question of interpretation or construction of any paragraph of this Lease.

(h) Any executed copy of this Lease shall be deemed an original for all purposes.

(i) In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein. However, if Lessee's obligation to pay the Rentals is determined to be invalid or unenforceable, this Lease at the option of Lessor shall terminate.

(j) If Lessee is more than one person or entity, each such person or entity shall be jointly and severally liable for the obligations of Lessee hereunder.

(k) Lessee hereby warrants that all financial statements delivered by Lessee to Lessor are true, correct, and complete, and prepared in accordance with generally accepted accounting principles. Lessee acknowledges and agrees that Lessor is relying on such financial statements in accepting this Lease, and that a breach of Lessee's warranty as to such financial statements shall constitute a default of the Lease by Lessee.

(l) Lessor, its agents or employees may enter upon the Leased Premises and may exercise any or all of its rights as provided in this Lease without being deemed guilty of an eviction or disturbance of Lessee's use or possession and without being liable in any manner to Lessee.

(m) In the event Lessor shall, without fault on its part, be made a party to any litigation commenced by or against Lessee, then Lessee shall pay all cost, expenses and reasonable attorneys' fees incurred or paid by Lessor in connection with such litigation. Lessor shall also pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Lessor in enforcing Lessor's covenants and agreements in this Lease.

(n) If any suit is brought because of an alleged breach of this Lease, the prevailing party is also entitled to recover from the other party all reasonable attorneys' fees and costs incurred in connection therewith.

(o) The submission of this Lease for examination does not constitute an offer to lease, or a reservation of or option for the Leased Premises and this Lease becomes effective only upon execution and delivery thereby by Lessor to Lessee.

(p) Except as otherwise provided in this Lease, all amounts owed by Lessee under this Lease will be deemed Rent and except as otherwise provided herein will be paid within thirty (30) days from the date Lessor renders statements of account for such amounts.

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03/29/2007 THU 3:31 FAX 1 765 284 6758 WISE, INC.

003/003

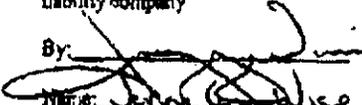
03/29/2007 WED 7:58 FAX 1 765 284 6758 WISE, INC.

029/039

IN WITNESS WHEREOF, the parties have executed this Lease as of the date written below.

LESSOR:

DIEDFORD MED, LLC, an Illinois limited liability company

By: 

Name: John Wise

Its: Manager

Date: 3-29, 2007

LESSEE:

SOUTHWESTERN MEDICAL, LLC, an Illinois limited liability company

By: 

Name: Walter Bezo

Its: President

Date: 3/20, 2007

PAGE 28/38

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1110.230.b. Background of Applicant

1. Southwestern Medical Center, a multi-specialty ambulatory surgical treatment center consisting of three operating rooms, is the only health care facility owned or operated by the applicant. Southwestern Medical Center is accredited by the Joint Commission on the Accreditation of Health Care Organizations.

2. IDPH License: 7002264

A copy of the current license is included with this Attachment.

3. The applicant hereby certifies that no adverse action has been taken against Southwestern Medical Center during the three (3) years prior to the filing of this application.

4. The State Board and Agency are hereby authorized access to information in order to verify any documentation or information submitted in response to the requirements of this subsection, or to obtain any documentation or information that the State Board or Agency finds pertinent to this subsection.

SOUTHWESTERN MEDICAL CENTER
Policy & Procedure

CHARITY CARE AND MEDICAID

Policy Statement

Southwestern Medical Center will enhance access to health care services by enrolling as a Medicaid provider. Access will further be enhanced by its waiver or reduction of charges for eligible patients and/or guarantors who lack the financial resources and/or insurance benefits to pay for their care subject to the Medicaid and charity care budget. The annual budget for the surgery center will include a line item or set aside for the anticipated costs of providing charity care and services to Medicaid recipients. If Medicaid and charity care services grow beyond the expected volume or the center's financial performance does not meet the expected assumptions relating to items such as other reimbursement or staffing and supply costs, such budget and this policy will be revisited with the aim of ensuring that rendering Medicaid and charity care services does not threaten the center's solvency and does not substantially limit the center's ability to provide its members anticipated returns.

Charity Care

Charity care is available for medically necessary surgical care provided to persons who meet the financial and documentation criteria defined in the surgery center's charity care guidelines subject to the surgery center's budget. Beyond offering the charity care program to eligible patients, to help patients and/or guarantors in addressing the costs of health care services provided, the surgery center will inform individuals of sources for possible benefits, such as IHFS Programs and grants.

Application Process

Applications will be provided to patients who on registration state they are uninsured and lack the financial resources or insurance benefits to pay for their care. Assistance may be provided for those unable to complete the application on their own.

Determination Guidelines

Charity eligibility will be determined by use of the Charity Guidelines set by the surgery center. Applicants will be required to complete the application in full and provide required information. If a patient/guarantor fails or is unwilling to provide all required information within a reasonable time frame charity care may not be available. Determinations of charity eligibility will be sent to the patient and/or guarantor after receiving a completed application.

← DISPLAY THIS PART IN A CONSPICUOUS PLACE

REMOVE THIS CARD TO CARRY AS AN IDENTIFICATION



1801967

State of Illinois
Department of Public Health
LICENSE REINITIATION REGISTRATION
SOUTHWESTERN MEDICAL CENTER, L.L.C.

EXPIRES	04/18/08	CLASSIFICATION	BGBD	ISSUE NO.	7002264
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FULL LICENSE

AMBUL SURGICAL TREAT CNTR

EFFECTIVE: 04/11/07

03/17/07
SOUTHWESTERN MEDICAL CENTER, L.L.C.
9831 SOUTH WESTERN AVENUE
CHICAGO IL 60643 1740

FEE RECEIPT NO. 46326

State of Illinois 1801967
Department of Public Health
LICENSE REINITIATION REGISTRATION

This person, firm or corporation whose name appears on this certificate has complied with the requirements of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated herein.

DALE E. WHELAN, M.D.
DIRECTOR

ISSUED UNDER THE AUTHORITY OF
THE STATE OF ILLINOIS
DEPARTMENT OF PUBLIC HEALTH

EXPIRES	04/18/08	CLASSIFICATION	BGBD	ISSUE NO.	7002264
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FULL LICENSE

AMBUL SURGICAL TREAT CNTR

EFFECTIVE: 04/11/07

BUSINESS ADDRESS

SOUTHWESTERN MEDICAL CENTER, L.L.C.
9831 SOUTH WESTERN AVENUE
CHICAGO IL 60643 1740

THIS LICENSE IS A LIMITED LICENSE UNDER THE ILLINOIS STATUTES AND/OR RULES AND REGULATIONS.



Joint Commission
on Accreditation of Healthcare Organizations
Setting the Standard for Quality in Health Care

June 12, 2006

Nader Bozorgi, MD
President
Magna Surgical Center, LLC
9831 South Western Avenue
Chicago, IL 60643

Joint Commission ID #: 196
Accreditation Activity: Evidence of Standards
Compliance
Accreditation Activity Completed: 6/12/2006

Dear Dr. Bozorgi:

The Joint Commission would like to thank your organization for participating in the Joint Commission's accreditation process. This process is designed to help your organization continuously provide safe, high-quality care, treatment, and services by identifying opportunities for improvement in your processes and helping you follow through on and implement these improvements. We encourage you to use the accreditation process as a continuous standards compliance and operational improvement tool.

The Joint Commission is granting your organization an accreditation decision of Accredited for all services surveyed under the applicable manual(s) noted below:

- Comprehensive Accreditation Manual for Ambulatory Health Care.

This accreditation cycle is effective beginning January 25, 2006. The Joint Commission reserves the right to shorten or lengthen the duration of the cycle; however, the certificate and cycle are customarily valid for up to 39 months. Please visit [Quality Check®](#) on the Joint Commission web site for updated information related to your accreditation decision.

We encourage you to share this accreditation decision with your organization's appropriate staff, leadership, and governing body. You may also want to inform the Centers for Medicare and Medicaid Services (CMS), state or regional regulatory services, and the public you serve of your organization's accreditation decision.

Please be assured that the Joint Commission will keep the report confidential, except as required by law. To ensure that the Joint Commission's information about your organization is always accurate and current, our policy requires that you inform us of any changes in the name or ownership of your organization or the health care services you provide.

Sincerely,

Russell P. Massaro, MD, FACPE
Executive Vice President
Division of Accreditation and Certification Operations

GRC-2

Southwestern Medical Center, LLC
dba Magna Surgical Center
9831 South Weestern Avenue
Chicago, Illinois 60643

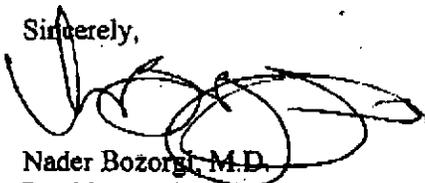
Mr. Jeffrey Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 W. Jefferson, 2nd Floor
Springfield, IL 62761

Dear Mr. Mark:

I hereby certify that no adverse action as defined by 77 Ill. Admin. Code § 1110.230(b)(2)(A) has been taken against any facility owned or operated by Southwestern Medical Center, LLC during the three (3) years prior to the date hereof.

I hereby authorize the Illinois Health Facilities Planning Board ("IHFPB") and the Illinois Department of Public Health ("IDPH") to access all information necessary to verify any documentation or information submitted in response to the requirements of 77 Ill. Admin. Code §1110.230(b). I further authorize the IFHPB and the IDPH to obtain any additional documentation or information which IHFPB or IDPH find pertinent to the subsection.

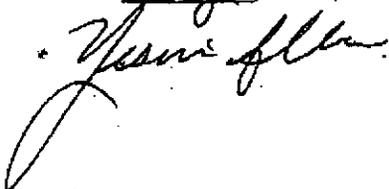
Sincerely,



Nader Bozorgi, M.D.
President and CEO



SUBSCRIBED & SWORN
BEFORE ME THIS 23
DAY OF May, 2007



Southwestern Medical Center has been providing ambulatory surgical treatment services at its current location for twenty years, since 1987. During that time, the scope of services provided in ASTCs, as measured by the type and complexity of ASTC-appropriate cases, has grown significantly.

Over the course of those twenty years, to enhance quality and increase service efficiency and effectiveness, Southwestern Medical Center has updated the interior of the facility twice. Any improvements the Applicant might now contemplate, however, have been limited by the lack of available space for relocation and/or expansion. Southwestern Medical Center is located in the basement of a medical office building; space is not and has never been available to provide for a more suitable location in the building, or for a reconfiguration of the footprint of the facility.

Despite the chronic shortcomings in available space, Southwestern Medical Center has maintained Joint Commission accreditation uninterrupted since the Center was opened in 1987. It has determined that the current physical location is no longer adequate to meet the needs of its patients and the demand of its medical staff members and to the desired level of quality and services. The following alternatives have been considered during the Applicant's lengthy internal planning process:

- Do nothing; continue to operate within the available space
- Discontinue the facility
- Explore joint venture opportunities with other providers of ASTC services
- Relocate the existing facility

1. Do nothing; continue to operate within the available space.

As discussed above and elsewhere in this application (Attachment MOD-3), it is no longer feasible to continue to operate Southwestern Medical Center in its current location. The Center is "landlocked" in the lower level of a medical office building, with no opportunity for relocation or expansion within the building. Available parking is inadequate. Southwestern Medical Center has been obliged to rent parking spaces from a fast food restaurant adjacent to the medical office building, and even this action has not guaranteed the spaces required.

The location and ambience of the Center, located as it is in the basement, are not optimal in terms of a positive patient experience; more important, however, the current situation does not allow for any significant modernization. The need for larger support space, to accommodate staff required to respond to regulatory mandates; the need for larger operating rooms to accommodate more complex cases; and the need to provide a comfortable, bright and expansive atmosphere to facilitate a positive patient experience have all become acute simultaneously. Above all, due to the lack of available space, the Center is unable to fully comply with current life safety code standards. In addition to

these logistical problems, an ongoing dispute with the landlord has created significant uncertainty at the current location and would make further modernization at this location unattractive. The option of continuing to operate Southwestern Medical Center within existing, irremediable constraints is no longer viable.

Cost of this alternative: \$0 capital dollars (expansion or modernization is not possible). Operational and "lost case" costs are undetermined.

2. Discontinue the facility.

This alternative has been rejected because Southwestern Medical Center provides vital and cost-efficient health care services to patients. (See Attachment GRC-4, Need for the Project; and Attachments ASTC-2, Projected Patient Volume and ASTC-3, Treatment Room Need Assessment, for more detailed discussion).

Southwestern Medical Center has been providing ambulatory surgical treatment services to patients within its geographic service area for twenty years. As indicated elsewhere in this application, the Center is accredited by JCAHO, a significant quality indicator for an ASTC. Another indicator of the important place of Southwestern Medical Center in the provision of high-quality ambulatory surgical services is the fact that patient volumes and medical staff membership are growing despite the physical constraints of the facility.

The Illinois Health Facilities Planning Board takes into account the availability of existing ASTC capacity in its consideration of the need for ambulatory surgical treatment services. While this consideration is necessary and appropriate in evaluating the need for a "new" facility, Southwestern Medical Center has been providing services for many years and is simply proposing to move to more efficient and effective space. It is not a simple matter to merely "redirect" patients from one facility to another. Medical staff privileges, contracts with third-party payors, and available operating room time are all significant factors which would cause a severe disruption in continuity of care and the ability of surgeons to practice if Southwestern Medical Center were to close its doors for good. Therefore, this alternative has been rejected.

Cost of this alternative: \$0 capital dollars. Costs associated with disruptions in quality and continuity are undetermined.

3. Explore joint venture opportunities with other providers of ASTC services.

This alternative has been rejected because no joint venture partner could be identified.

Once Southwestern Medical Center accepted the inevitability of the need to relocate the facility, outreach efforts were made to one of the two local hospitals to investigate the feasibility of a joint venture arrangement. Unfortunately, owing to its own plans for service expansion, the hospital was not interested in undertaking a joint venture at the proposed location with Southwestern Medical Center. The other local hospital already operates free-standing ASTC services in the general area.

Cost of this alternative: Same as selected alternative (assuming same-size facility) to \$2,000,000 additional capital cost (assuming larger facility to accommodate needs of joint venture partner).

4. Relocate the existing facility

This is the selected alternative, for the following reasons:

- Continuing to operate at the current location is no longer feasible due to space availability and uncertainty and disputes regarding the lease
- Patient and physician demand necessitates the continued operation of Southwestern Medical Center
- Utilization of three operating rooms can be immediately documented based upon current utilization and physician referrals

Cost of this alternative: \$ 7,823,136

Alternative	Description	Community Need	Access	Quality	Construction and Contingency Cost	Project Cost	Benefit	Status
1	Do Nothing	Status Quo	Same	Same	--	--	None	Reject
2	Discontinue facility	Decreased	Decreased	Decreased	--	--	None	Reject
3	Joint Venture	Status Quo	Same	Same	\$6,521,958	\$7,823,136	Some	Reject
4	Relocate	Fully met	Enhanced	Improved	\$6,521,958	\$7,823,136	Significant	Accept

1110.230.d. Need for the Project

1. Southwestern Medical Center has not commissioned independent market studies to justify the need for the proposed project. As an existing facility, historic patient volume and medical staff referrals justify the need for three operating rooms.

2. Attachment ASTC-3, Treatment Room Need Assessment, includes the documentation for the need for three operating rooms.

Certified physician referrals combined with the actual historic hours per procedure experienced at Southwestern Medical Center justify three operating room, the number proposed for this project.

3. Physician referral letters are included with Attachment ASTC-2, Projected Patient Volume.

4. This project does not include the acquisition of major medical equipment.

CRITERION 1110.230.e Size of Project

The project supports the need for 3 Operating Rooms. According to workspace guidelines the size of the project would be in the range of 10,230 GSF [2,750 GSF per OR x 3 OR's = 8,250 GSF + 180 GSF per Recovery Care Station x 3 Recovery Care Stations = 1,980 GSF for a project total of 10,230 GSF].

The footprint of the proposed project is 14,298 GSF. This area includes common shared space attributable to total building circulation (entry area, stairs, elevator & mechanical (HVAC) space, public washrooms, etc.). This common shared space has been estimated as 17% of the total space (14,298GSF total floor area – 2,455 GSF common area & circulation = 11,843 GSF).

The Illinois Department of Public Health minimum standard per Operating Room is 250 GSF with a minimum dimension of 14 feet. The three Operating Rooms are sized at 24' x 24' for an area of 540 GSF per Operating Room. The larger size Operating Rooms reflect a trend toward more and larger equipment being utilized per case. The ASC Program also reflects an increasing number of Bariatric Lap Banding procedures being performed. These cases utilize larger patient carts and beds. IDPH minimum standards require Pre & Post Recovery patient areas to be at least 70 GSF per area; we are proposing 81 GSF per area. In addition, three of the Post recovery Care areas are designated for the Bariatric Lap Banding patients so these rooms have been designed to be somewhat larger.

The IDPH ASTC Licensing Standards require a minimum of 3 Recovery Care areas per Operating Room. The proposed project will consist of 3 ORs and will have 11 Recovery Care areas, a ratio of 3.66 Recovery Care areas per OR instead of the 3.0 Recovery Care areas per OR IDPH standard. The additional number of Recovery Care areas will allow for faster movement of patients through the Pre-OP and the Operative stages yet will still allow each patient sufficient time to recover prior to being discharged to home. Nursing staff perform patient aftercare education activities with both the patient and the family/friend caregiver who will accompany the patient upon discharge from the ambulatory surgery center.

The additional 913 GSF is justified based upon the program standards and the special needs of some of the patients to be served at this center.

ATTACHMENT GRC-5

1110.230.e.2 Size of the Project

a. Projected utilization

2010 3,902 procedures
3,628 hours

2011 4,019 procedures
3,737 hours

b. Projected utilization during the first year of operation is expected to be consistent with Southwestern Medical Center's historical utilization. 2010 projections are based on the actual number of referrals anticipated by physicians currently utilizing Southwestern Medical Center who submitted referral letters for this Application. 2011 projections were determined utilizing a conservative three percent (3%) growth rate in anticipation of normal patient population growth and increased utilization from enhanced physician and patient response to the updated facility.

c. No additions to the medical staff are contemplated or required to justify the size and utilization of the facility.

d. Although the Center anticipates increasing utilization in a variety of specialties, there are no new procedures contemplated which have been factored into the determination of the size and utilization of the facility.

SECTION XV. REVIEW CRITERIA RELATING TO NON-HOSPITAL AMBULATORY SURGERY (ASTC)

This section is applicable to all projects proposing to establish or modernize a non-hospital based ambulatory surgical treatment center or to the addition of surgical specialties.

A. Criterion 1110.1540.a, Scope of Services Provided

Read the criterion and complete the following:

1. Indicate which of the following types of surgery are proposed: -

- | | | |
|---|--|---|
| a. <input type="checkbox"/> Cardiovascular | f. <input checked="" type="checkbox"/> Obstetrics/Gynecology | k. <input checked="" type="checkbox"/> Plastic |
| b. <input type="checkbox"/> Dermatology | g. <input checked="" type="checkbox"/> Ophthalmology | l. <input checked="" type="checkbox"/> Podiatry |
| c. <input checked="" type="checkbox"/> Gastroenterology | h. <input type="checkbox"/> Oral/Maxillofacial | m. <input type="checkbox"/> Thoracic |
| d. <input checked="" type="checkbox"/> General/Other | i. <input checked="" type="checkbox"/> Orthopaedic | n. <input checked="" type="checkbox"/> Urology |
| e. <input type="checkbox"/> Neurology | j. <input type="checkbox"/> Otolaryngology | |

2. Indicate if the project will result in a limited or a multi-specialty ASTC.

B. Criterion 1110.1540.b, Target Population

Read the criterion and provide the following:

1. On a map (8 1/2" x 11"), outline the intended geographic services area (GSA).
2. Indicate the population within the GSA and how this number was obtained.
3. Provide the travel time in all directions from the proposed location to the GSA borders and indicate how this travel time was determined.

APPEND DOCUMENTATION AS ATTACHMENT ASTC-1 AFTER THE LAST PAGE OF THIS SECTION.

C. Criterion 1110.1540.c, Projected Patient Volume

Read the criterion and provide signed letters from physicians that contain the following:

1. The number of referrals anticipated annually for each specialty.
2. For the past 12 months, the name and address of health care facilities to which patients were referred, including the number of patients referred for each surgical specialty by facility.
3. A statement that the projected patient volume will come from within the proposed GSA.
4. A statement that the information in the referral letter is true and correct to the best of his or her belief.

APPEND DOCUMENTATION AS ATTACHMENT ASTC-2 AFTER THE LAST PAGE OF THIS SECTION.

D. Criterion 1110.1540.d, Treatment Room Need Assessment

Read the criterion and provide:

1. The number of procedure rooms proposed.
2. The estimated time per procedure including clean-up and set-up time and the methodology used in arriving at this figure.

APPEND DOCUMENTATION AS ATTACHMENT ASTC-3 AFTER THE LAST PAGE OF THIS SECTION.

E. Criterion 1110.1540.e, Impact on Other Facilities

Read the criterion and provide:

1. A copy of the letter sent to area surgical facilities regarding the proposed project's impact on their workload. NOTE: This letter must contain: a description of the project including its size, cost, and projected workload; the location of the proposed project; and a request that the facility administrator indicate what the impact of the proposed project will be on the existing facility.
2. A list of the facilities contacted. NOTE: Facilities must be contacted by registered mail.

APPEND DOCUMENTATION AS ATTACHMENT ASTC-4 AFTER THE LAST PAGE OF THIS SECTION.

F. Criterion 1110.1540.f, Establishment of New Facilities

Read the criterion and provide:

1. A list of services that the proposed facility will provide that are not currently available in the GSA; or
2. Documentation that the existing facilities in the GSA have restrictive admission policies; or
3. For co-operative ventures,
4. Patient origin data that documents the existing hospital is providing outpatient surgery services to the target population of the GSA, and
5. The hospital's surgical utilization data for the latest 12 months, and
6. Certification that the existing hospital will not increase its operating room capacity until such a time as the proposed project's operating rooms are operating at or above the target utilization rate for a period of twelve full months; and
7. Certification that the proposed charges for comparable procedures at the ASTC will be lower than those of the existing hospital.

APPEND DOCUMENTATION AS ATTACHMENT ASTC-5 AFTER THE LAST PAGE OF THIS SECTION.

G. Criterion 1110.1540.g, Charge Commitment

Read the criterion and provide:

1. A complete list of the procedures to be performed at the proposed facility with the proposed charge shown for each procedure.
2. A letter from the owner and operator of the proposed facility committing to maintain the above charges for the first two years of operation.

APPEND DOCUMENTATION AS ATTACHMENT ASTC-6 AFTER THE LAST PAGE OF THIS SECTION.

H. Criterion 1110.1540.h, Change in Scope of Service NOT APPLICABLE

Read the criterion and, if applicable, document that existing programs do not currently provide the service proposed or are not accessible to the general population of the geographic area in which the facility is located.

APPEND DOCUMENTATION AS ATTACHMENT ASTC-7 AFTER THE LAST PAGE OF THIS SECTION.

1110.1540.b. Target Population

1. A map outlining the intended geographic service area is included with this Attachment. This map represents a 30-minute travel time in all directions from the relocated Southwestern Medical Center, the smallest geographic service area permitted by IHFPB rules.
2. The following zip codes represent 50 per cent of the patients treated at Southwestern Medical Center in 2006:

<u>Zip Code</u>	<u>City</u>	<u>2006 Patients</u>	<u>2000 Population*</u>
60453	Oak Lawn	230	54,499
60617	Chicago	122	96,288
60619	Chicago	126	74,963
60620	Chicago	234	85,771
60628	Chicago	196	87,827
60629	Chicago	85	113,984
60638	Bedford Park	129	55,788
60643	Calumet Park	171	52,568
60652	Ashburn Park	119	39,126
60655	Merrionette Park	100	29,138
Total		1,512	689,952

*Source: U.S. Census Bureau, Census 2000 Demographic Profile

3. The travel time in all directions from the proposed location to the GSA borders is 30 minutes. The desired 30-minute travel time was entered into the Microsoft mapping product, which then calculated the boundaries of the geographic service area.

1110.1540.c. Projected Patient Volume

Thirty surgeons have provided signed referral letters documenting anticipated volume at the relocated Southwestern Medical Center. These letters are included with this Attachment.

A spreadsheet showing total procedures performed during the past twelve months, procedures performed at the existing Southwestern Medical Center, and projected volume at the relocated Southwestern Medical Center is included with this Attachment. This spreadsheet shows that a minimum of 3,902 surgeries will be performed at the new location in the first twelve months of operation. Utilizing an average procedure time of .93 hours, this will result in 3,628 hours of OR time. Utilizing the State Board's standard of 1,500 hours per OR, the relocated facility will require 3 ORs to accommodate this volume.

ATTACHMENT ASTC-2

	12-Month Total Volume	12-Month Southwestern Volume	Projected Replacement Volume
Albanis	221	161	221
Bennedetti/UIC	2470	0	500 *
Brooker	266	40	40
Butler	109	1	20
Carobene	323	73	100
Chernoff	261	8	15
Cupic	1500	441	500
Dangles	442	367	400
Dawson	259	59	75
Feitl	93	58	90
Finkelsten (podiatry)	25	5	12
Finkelsten (OB/gyn)	175	37	40
Foster	56	3	11
Halek	12	12	12
Heller	399	0	5
Jain	1079	279	500 **
John	322	222	250
Johnson	74	4	16
Kapustiak	290	0	35
Kirk	178	3	30
Lipson	17	17	15
Lubek	887	337	350
McClellan	283	43	60
Ray	163	123	123
Rubin	165	85	100
Sonnenberg	535	274	275
Sylora	59	19	20
Ticho	576	51	75
Vanagesem	2	2	0
Total	11253	2729	3902

Total Procedures	3902
Average Time	0.93
Total Hours	3628.86
1,500 Hours per OR	2.41924
ORs Required	3

* Represents referrals to be transferred from 900 N. Michigan ASC

** Consistent with average volume performed at Southwestern between 2004 and 2006

Southwestern Medical Center dba Magna Surgery Center
Referral Letter

March 14, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

During the past twelve months, I performed 17 neurologic surgeries at the following locations:

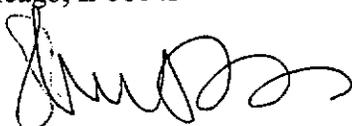
<u>Volume</u>	<u>Name</u>	<u>Location</u>
<u>17</u>	Magna Surgery Center	Chicago 60643
_____	_____	_____
_____	_____	_____

Of the total number of surgeries indicated above, I expect to perform 15 at the new Southwestern Medical Center dba Magna Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and becomes operational.

The above information is true and correct to the best of my knowledge, information and belief.

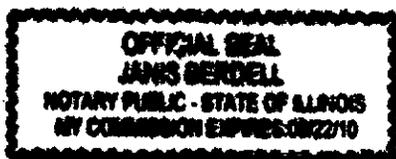
Sincerely,

Dr. Stewart Lipson
9832 S. Western Avenue
Chicago, Il 60643



Signature of Physician

Notary Seal



Southwestern Medical Center dba Magna Surgery Center
Referral Letter

March 13, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

During the past twelve months, I performed ___ ophthalmologic surgeries at the following locations:

<u>Volume</u>	<u>Name</u>	<u>Location</u>
58	Magna Surgery Center	Chicago 60643
25	<u>Triley Woods</u>	<u>Triley Park</u>
10	<u>Little Company of Mary</u>	<u>Chicago</u>

Of the total number of surgeries indicated above, I expect to perform 90 at the new Southwestern Medical Center dba Magna Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and becomes operational.

The above information is true and correct to the best of my knowledge, information and belief.

Sincerely,

Dr. Marianne Feitl
2640 W 183rd St
Homewood, IL 60430

Signature of Physician

Notary Seal

3/15/07



Southwestern Medical Center dba Magna Surgery Center
Referral Letter

March 13, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

During the past twelve months, I performed ___ ophthalmologic surgeries at the following locations:

Volume
161
60

Name
Magna Surgery Center
Timley Woods Sx Center

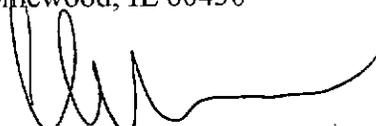
Location
Chicago 60643
Timley Woods Park

Of the total number of surgeries indicated above, I expect to perform 300 at the new Southwestern Medical Center dba Magna Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and becomes operational.

The above information is true and correct to the best of my knowledge, information and belief.

Sincerely,

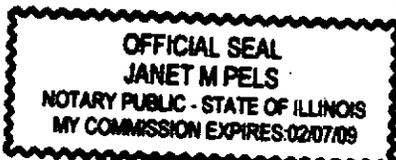
Dr. Chris Albanis
2640 W 183rd St
Homewood, IL 60430



Signature of Physician

Notary Seal

Janet M Pels 3/15/07



Southwestern Medical Center dba Magna Surgery Center
Referral Letter

March 13, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

During the past twelve months, I performed ___ ophthalmologic surgeries at the following locations:

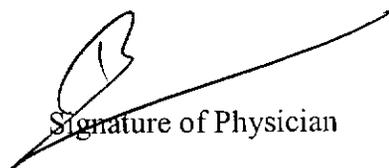
<u>Volume</u>	<u>Name</u>	<u>Location</u>
337	Magna Surgery Center	Chicago 60643
550	Southwest Surgical Center	mokena
_____	_____	_____

Of the total number of surgeries indicated above, I expect to perform 350 at the new Southwestern Medical Center dba Magna Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and becomes operational.

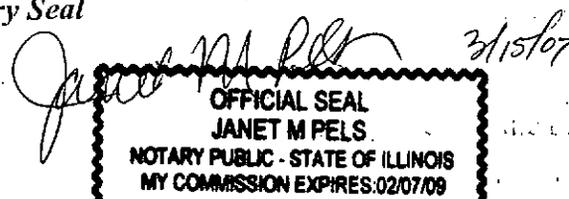
The above information is true and correct to the best of my knowledge, information and belief.

Sincerely,

Dr. David M. Lubeck
2640 w 183rd St
Homewood, IL 60430


Signature of Physician

Notary Seal


OFFICIAL SEAL
JANET M PELS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 02/07/09

Southwestern Medical Center dba Magna Surgery Center
Referral Letter

March 13, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

During the past twelve months, I performed ___ ophthalmologic surgeries at the following locations:

<u>Volume</u>	<u>Name</u>	<u>Location</u>
<u>100</u>	<u>Christ Hop</u>	<u>Oak Lawn</u>
<u>160</u>	<u>Tinley woods</u>	<u>Tinley Park</u>
<u>40</u>	<u>Silver Cross</u>	<u>Joliet</u>

Of the total number of surgeries indicated above, I expect to perform 35 at the new Southwestern Medical Center dba Magna Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and becomes operational.

The above information is true and correct to the best of my knowledge, information and belief.

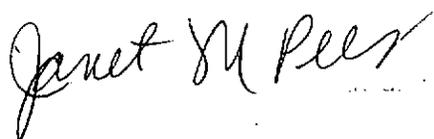
Sincerely,

Dr. James F. Kapustiak
2640 W 183rd St
Homewood, IL 60430

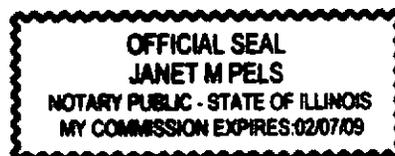


Signature of Physician

Notary Seal



2/15/07



Southwestern Medical Center dba Magna Surgery Center
Referral Letter

March 15, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

During the past twelve months, I performed ___ orthopedic surgeries at the following locations:

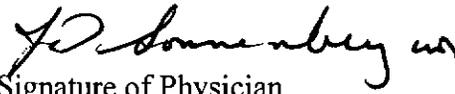
<u>Volume</u>	<u>Name</u>	<u>Location</u>
<u>274</u>	Magna Surgery Center	Chicago 60643
<u>255</u>	<u>Mercy Hospital</u>	<u>Chicago IL 60616</u>
<u>6</u>	<u>Trinity</u>	<u>Chicago IL</u>

Of the total number of surgeries indicated above, I expect to perform 275 at the new Southwestern Medical Center dba Magna Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and becomes operational.

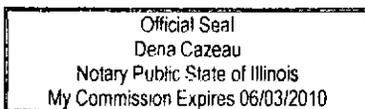
The above information is true and correct to the best of my knowledge, information and belief.

Sincerely,

Dr. John Sonnenberg
2850 South Wabash, Suite 100
Chicago, IL 60616


Signature of Physician

Notary Seal



Southwestern Medical Center *dba* Magna Surgery Center
Referral Letter

March 15, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

During the past twelve months, I performed ___ orthopedic surgeries at the following locations:

<u>Volume</u>	<u>Name</u>	<u>Location</u>
<u>0</u>	Magna Surgery Center	Chicago 60643
<u>339</u>	<u>Mercy Hospital</u>	<u>Chicago 60616</u>
<u>60</u>	<u>Laganse</u>	<u>Laganse 60525</u>

Of the total number of surgeries indicated above, I expect to perform 5 at the new Southwestern Medical Center *dba* Magna Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and becomes operational.

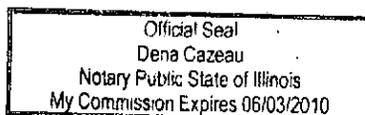
The above information is true and correct to the best of my knowledge, information and belief.

Sincerely,


Dr. William Heller
2850 South Wabash, Suite 100
Chicago, IL 60616

Signature of Physician

Notary Seal



Southwestern Medical Center dba Magna Surgery Center
Referral Letter

March 15, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

During the past twelve months, I performed ___ orthopedic surgeries at the following locations:

<u>Volume</u>	<u>Name</u>	<u>Location</u>
40	Magna Surgery Center	Chicago 60643
21	<i>South Suburban</i>	<i>Northwest</i>
76	<i>Christ Hospital</i>	<i>Oak Lawn, IL</i>
118	<i>Trinity Hospital</i>	<i>Chicago</i>
11	<i>St. Francis</i>	<i>Blue Island</i>

Of the total number of surgeries indicated above, I expect to perform 40-50 at the new Southwestern Medical Center dba Magna Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and becomes operational.

The above information is true and correct to the best of my knowledge, information and belief.

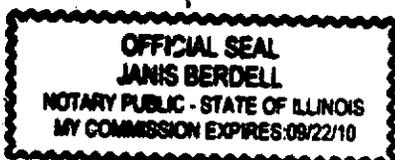
Sincerely,

Jay M. Brooker
Dr. Jay M. Brooker
2850 South Wabash, Suite 100
Chicago, IL 60616

Signature of Physician

Notary Seal

Janis Berdell



03-23-07

Southwestern Medical Center dba Magna Surgery Center
Referral Letter

March 15, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

During the past twelve months, I performed 175 OB/GYN surgeries at the following locations:

<u>Volume</u>	<u>Name</u>	<u>Location</u>
<u>37</u>	<u>Magna Surgery Center</u>	<u>Chicago 60643</u>
<u>28</u>	<u>Tinley Woods</u>	<u>Tinley PARK 60477</u>
<u>110</u>	<u>Lcom</u>	<u>Evergreen 60805</u>

Of the total number of surgeries indicated above, I expect to perform 40 at the new Southwestern Medical Center dba Magna Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and becomes operational.

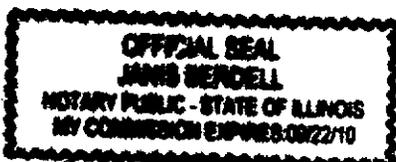
The above information is true and correct to the best of my knowledge, information and belief.

Sincerely,

Dr. Kenneth Finkelstein
9730 S. Western Avenue, Suite 100
Chicago, IL 60643

Signature of Physician

Notary Seal



Southwestern Medical Center dba Magna Surgery Center
Referral Letter

March 15, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

During the past twelve months, I performed Podiatry surgeries at the following locations:

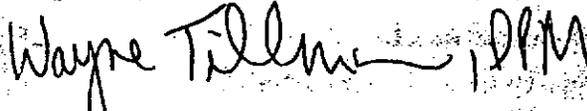
<u>Volume</u>	<u>Name</u>	<u>Location</u>
<u>5</u>	Magna Surgery Center	Chicago 60643
<u>3</u>	<u>Forest Med Surg</u>	<u>Justice 60458</u>
<u>4</u>	<u>Advanced Ambulatory</u>	<u>Chicago 60707</u>

Of the total number of surgeries indicated above, I expect to perform 24 at the new Southwestern Medical Center dba Magna Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and becomes operational.

The above information is true and correct to the best of my knowledge, information and belief.

Sincerely,

Dr. Wayne Tillman
7775 S. Harlem
Bridgeview, IL 60455



Signature of Physician

Notary Seal

**UNIVERSITY OF ILLINOIS
AT CHICAGO**

Department of Surgery (MC 958)
College of Medicine
Room 402, Clinical Sciences Building
840 South Wood Street
Chicago, Illinois 60612-7233

Enrico Benedetti, MD, FACS
Interim Department Head
Professor of Surgery

AMBULATORY SURGICAL TREATMENT CENTER

March 29, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

As Head, for the Department of Surgery at the University of Illinois, I would like to communicate our Department's interest in utilizing the newly planned Southwest Surgery Center for Bedford Park, IL.

During the past twelve months, The Department has performed 2,470 out-patient procedural services in the following specialties; General and Minimally Invasive, Colorectal, and Plastics. The locations and corresponding volumes of these services are indicated in the chart below.

	Surgical Procedure			
	division			
Location	Colorectal	General Surgery	Plastics	Grand Total
Magna Surgery Center 900 N Michigan		322		322
UIC HOSPITAL - OUTPATIENT	643	760	744	2148
UIC HOSPITAL INPATIENT	292	865	456	1614
Grand Total	936	1948	1200	4084

Of the 2,470 Out-patient procedures performed last year for these 3 specialty services, I expect to perform approximately 500 at the new Southwest Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and becomes operational.

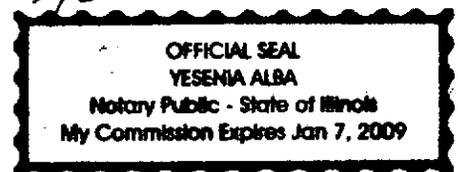
The above information is true and correct to the best of my knowledge, information and belief.

Sincerely,

Enrico Benedetti
Enrico Benedetti, MD, FACS
Professor & Interim Head
Chief, Division of Transplantation
Department of Surgery
University of Illinois at Chicago

*Signed and sworn to before me
this 30th day of March, 2007
Yasmin Allen*

UIC



Southwestern Medical Center dba Magna Surgery Center
Referral Letter

March 15, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

During the past twelve months, I performed 163 ophthalmic surgeries at the following locations:

<u>Volume</u>	<u>Name</u>	<u>Location</u>
<u>123</u>	Magna Surgery Center	Chicago 60643
<u>40</u>	<u>Mercy Medical Ctr</u>	<u>Chicago 60616</u>
_____	_____	_____

Of the total number of surgeries indicated above, I expect to perform 123 at the new Southwestern Medical Center dba Magna Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and becomes operational.

The above information is true and correct to the best of my knowledge, information and belief.

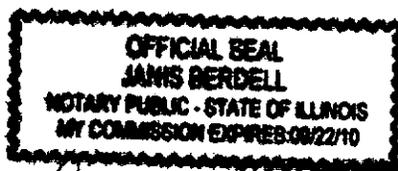
Sincerely,

Dr. Valencia Ray
8541 S. State
Chicago, IL 60619

Signature of Physician



Notary Seal



Southwestern Medical Center *dba* Magna Surgery Center
Referral Letter

March 14, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

During the past twelve months, I performed 259 ophthalmologic surgeries at the following locations:

<u>Volume</u>	<u>Name</u>	<u>Location</u>
59 _____	Magna Surgery Center	Chicago 60643
200 _____	Palos Surgical Center	Palos Heights, IL

Of the total number of surgeries indicated above, I expect to perform 75 at the new Southwestern Medical Center *dba* Magna Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and becomes operational.

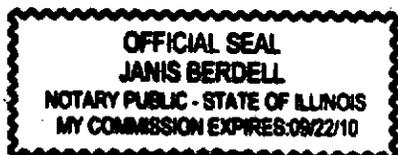
The above information is true and correct to the best of my knowledge, information and belief.

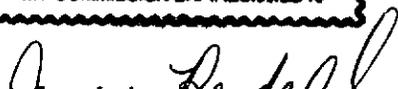
Sincerely,


Dr. Derek J. Dawson
840 East 87th Street, Suite 104
Chicago, IL 60691

Signature of Physician

Notary Seal





Southwestern Medical Center dba Magna Surgery Center
Referral Letter

March 14, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

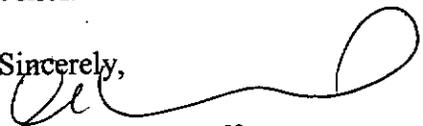
During the past twelve months, I performed 260 urologic surgeries at the following locations:

<u>Volume</u>	<u>Name</u>	<u>Location</u>
8	Magna Surgery Center	Chicago 60643
250	<u>UIC Medical Center</u>	_____
3	<u>Trinity Hospital</u>	_____

Of the total number of surgeries indicated above, I expect to perform 15 at the new Southwestern Medical Center dba Magna Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and becomes operational.

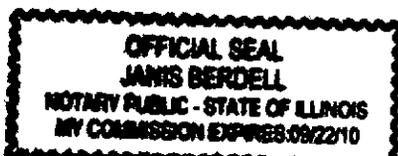
The above information is true and correct to the best of my knowledge, information and belief.

Sincerely,


Dr. Allen Chernoff
9832 S. Western Avenue
Chicago, IL 60643

Signature of Physician

Notary Seal



Southwestern Medical Center dba Magna Surgery Center
Referral Letter

March 15, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

During the past twelve months, I performed 165 ophthalmic surgeries at the following locations:

<u>Volume</u>	<u>Name</u>	<u>Location</u>
<u>85</u>	Magna Surgery Center	Chicago 60643
<u>40</u>	<u>Holy Cross Hospital</u>	<u>Chicago</u>
<u>40</u>	<u>MacNeal Hospital</u>	<u>Beavryn</u>

Of the total number of surgeries indicated above, I expect to perform 100 at the new Southwestern Medical Center dba Magna Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and becomes operational.

The above information is true and correct to the best of my knowledge, information and belief.

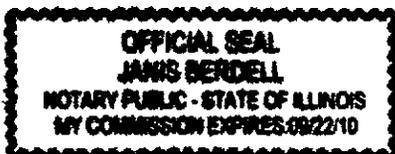
Sincerely,

Dr. Gary Rubin
7001 W Archer Avenue
Chicago, IL 60638

Signature of Physician

Handwritten signature of Gary Rubin
3/15/07

Notary Seal



AMBULATORY SURGICAL TREATMENT CENTER

March 16, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

During the past twelve months, I performed 1,500 *pain management* procedures at the following locations:

<u>Volume</u>	<u>Name</u>	<u>Location</u>
<u>441</u>	Magna Surgery Center	Chicago 60643
<i>aprx.</i> <u>1100</u>	<u>MERCY HOSP.</u>	<u>CHICAGO, IL 60616</u>
_____	_____	_____

Of the total number of surgeries indicated above, I expect to perform 500 at the new Southwest Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and becomes operational.

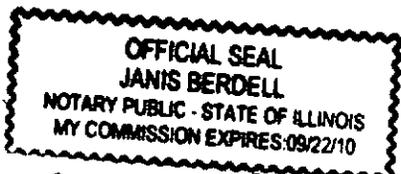
The above information is true and correct to the best of my knowledge, information and belief.

Sincerely,

Milorad Cupic
Dr. Milorad Cupic
2525 S. Michigan Avenue
Chicago, IL 60616

Signature of Physician

Notary Seal



Janis Berdell

Southwestern Medical Center *dba* Magna Surgery Center
Referral Letter

March 20, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

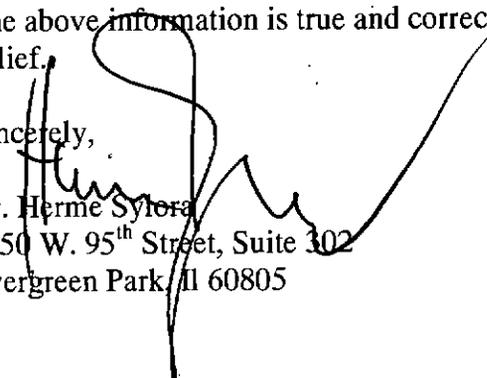
During the past twelve months, I performed ___ *Urologic* surgeries at the following locations:

<u>Volume</u>	<u>Name</u>	<u>Location</u>
<u>19</u>	Magna Surgery Center	Chicago 60643
<u>10</u>	<i>Little Co of Mary</i>	<i>Evergreen Park</i>
<u>30</u>	<i>Ingal's Surgery</i>	<i>Tinley Park</i>

Of the total number of surgeries indicated above, I expect to perform 20 at the new Southwestern Medical Center *dba* Magna Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and becomes operational.

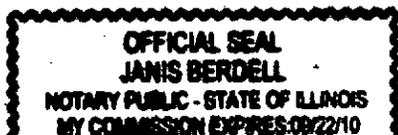
The above information is true and correct to the best of my knowledge, information and belief.

Sincerely,


Dr. Herme Sylora
2850 W. 95th Street, Suite 302
Evergreen Park, IL 60805

Signature of Physician

Notary Seal



Southwestern Medical Center dba Magna Surgery Center
Referral Letter

March 20, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

During the past twelve months, I performed ___ ophthalmic surgeries at the following locations:

<u>Volume</u>	<u>Name</u>	<u>Location</u>
51	Magna Surgery Center	Chicago 60643
300	Tinley Woods	Tinley Park
225	CHRIST HOSPITAL	60453

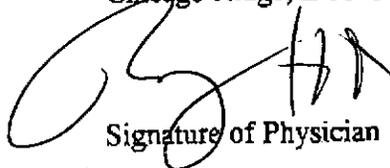
Of the total number of surgeries indicated above, I expect to perform more cases at the new Southwestern Medical Center dba Magna Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and becomes operational.

than previously
(75-100)

The above information is true and correct to the best of my knowledge, information and belief.

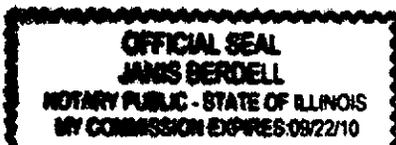
Sincerely,

Dr. Benjamin Ticho
Eye Specialist Center
10436 SW Highway
Chicago Ridge, IL 60453



Signature of Physician

Notary Seal



Southwestern Medical Center *dba* Magna Surgery Center
Referral Letter

March 20, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

During the past twelve months, I performed ___ *Ophthalmic* surgeries at the following locations:

<u>Volume</u>	<u>Name</u>	<u>Location</u>
3	Magna Surgery Center	Chicago 60643
170	<u>PALM Surgery Center</u>	<u>Palmsville, FL</u>
5	<u>Little Co of Mary</u>	<u>Evergreen Park, IL</u>

Of the total number of surgeries indicated above, I expect to perform 30 at the new Southwestern Medical Center *dba* Magna Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and become operational.

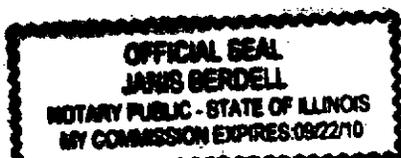
The above information is true and correct to the best of my knowledge, information and belief.

Sincerely,

Dr. Todd Kirk
10458 S. Pulaski
Oak Lawn, IL 60453

Todd N. Kirk, MD
Signature of Physician

Notary Seal



Southwestern Medical Center *dba* Magna Surgery Center
Referral Letter

March 20, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

During the past twelve months, I performed 522 General surgeries at the following locations:

<u>Volume</u>	<u>Name</u>	<u>Location</u>
<u>2</u>	Magna Surgery Center	Chicago 60643
<u>520</u>	<u>Advocate-Trinity</u>	<u>Chicago 60617</u>
_____	_____	_____

Of the total number of surgeries indicated above, I expect to perform 4 at the new Southwestern Medical Center *dba* Magna Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and becomes operational.

The above information is true and correct to the best of my knowledge, information and belief.

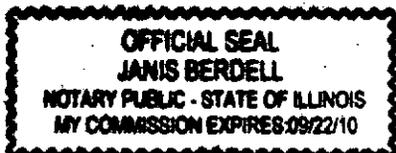
Sincerely,

Dr. Chatri Vanagasem
2315 East 93rd Street, Suite 213
Chicago, IL 60617



Signature of Physician

Notary Seal



Southwestern Medical Center dba Magna Surgery Center
Referral Letter

March 14, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

During the past twelve months, I performed 442 ophthalmic surgeries at the following locations:

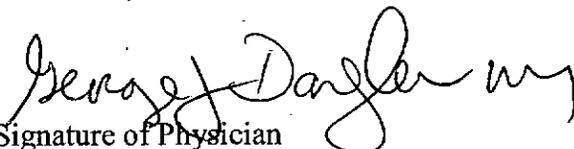
<u>Volume</u>	<u>Name</u>	<u>Location</u>
<u>367</u>	Magna Surgery Center	Chicago 60643
<u>75</u>	<u>Christ hosp</u>	<u>Oak Lawn</u>
_____	_____	_____

Of the total number of surgeries indicated above, I expect to perform 400 at the new Southwestern Medical Center dba Magna Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and becomes operational.

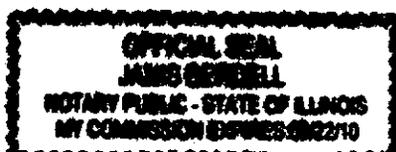
The above information is true and correct to the best of my knowledge, information and belief.

Sincerely,

Dr. George Dangles
4340 W. 95th Street
Oak Lawn, IL 60453


Signature of Physician

Notary Seal



Southwestern Medical Center dba Magna Surgery Center
Referral Letter

March 14, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

During the past twelve months, I performed 322 ophthalmic surgeries at the following locations:

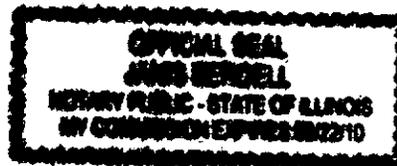
<u>Volume</u>	<u>Name</u>	<u>Location</u>
<u>222</u>	Magna Surgery Center	Chicago 60643
<u>100</u>	<i>South Suburban Hospital</i>	<i>Hazel Crest, IL</i>
_____	_____	_____

Of the total number of surgeries indicated above, I expect to perform about 250 at the new Southwestern Medical Center dba Magna Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and becomes operational.

The above information is true and correct to the best of my knowledge, information and belief.

Sincerely,

[Signature]
Dr. Thomas John
7000 Centennial Drive
Tinley Park, IL 60477



Signature of Physician

Notary Seal

Janis Beudell
03-14-07

Southwestern Medical Center dba Magna Surgery Center
Referral Letter

March 20, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

During the past twelve months, I performed 109 OB/Gyn surgeries at the following locations:

<u>Volume</u>	<u>Name</u>	<u>Location</u>
<u>1</u>	Magna Surgery Center	Chicago 60643
<u>108</u>	<u>Chris/Termy/LCM#</u>	<u>Chicago</u>

Of the total number of surgeries indicated above, I expect to perform 20 at the new Southwestern Medical Center dba Magna Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and become operational.

The above information is true and correct to the best of my knowledge, information and belief.

Sincerely,

Dr. Nichole M. Butler
9730 S. Western Ave., Ste. 100
Evergreen Park, IL 60805

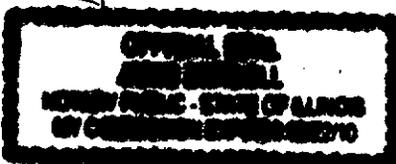
Nichole M. Butler

Signature of Physician

Notary Seal

Janis Berdell

03-22-2007



Southwestern Medical Center dba Magna Surgery Center
Referral Letter

March 20, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

During the past twelve months, I performed 56 OB/Gyn surgeries at the following locations:

<u>Volume</u>	<u>Name</u>	<u>Location</u>
3	Magna Surgery Center	Chicago 60643
<u>53</u>	<u>Christ/Trinity/KCMH</u>	<u>Chicago</u>
_____	_____	_____

Of the total number of surgeries indicated above, I expect to perform 11 at the new Southwestern Medical Center dba Magna Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and become operational.

The above information is true and correct to the best of my knowledge, information and belief.

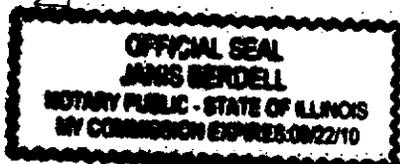
Sincerely,

Dr. Vanessa Foster
9730 S. Western Ave., Ste. 100
Evergreen Park, Il 60805

Vanessa Foster
Signature of Physician

Notary Seal

Janis Berdell 03-22-2007



Southwestern Medical Center dba Magna Surgery Center
Referral Letter

March 20, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

During the past twelve months, I performed 24 OB/Gyn surgeries at the following locations:

<u>Volume</u>	<u>Name</u>	<u>Location</u>
<u>4</u>	Magna Surgery Center	Chicago 60643
<u>70</u>	<u>Christ/Turney/UCMH</u>	<u>Chicago</u>
_____	_____	_____

Of the total number of surgeries indicated above, I expect to perform 16 at the new Southwestern Medical Center dba Magna Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and become operational.

The above information is true and correct to the best of my knowledge, information and belief.

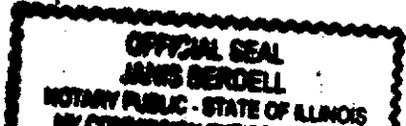
Sincerely,

Dr. Karen D. Johnson
9730 S. Western Ave., Ste. 100
Evergreen Park, IL 60805


Signature of Physician

Notary Seal

Janis Berdell
03-22-2007



Southwestern Medical Center dba Magna Surgery Center
Referral Letter

March 20, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

During the past twelve months, I performed 12 Podiatry surgeries at the following locations:

<u>Volume</u>	<u>Name</u>	<u>Location</u>
<u>12</u>	Magna Surgery Center	Chicago 60643
_____	_____	_____
_____	_____	_____

Of the total number of surgeries indicated above, I expect to perform 12 at the new Southwestern Medical Center dba Magna Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and becomes operational.

The above information is true and correct to the best of my knowledge, information and belief.

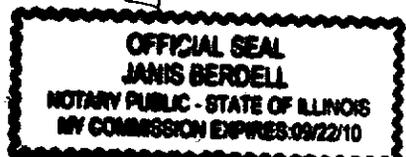
Sincerely,

Dr. Walter Halek
5618 S. Pulaski
Chicago, IL 60629

Walter Halek D.O.

Signature of Physician

Notary Seal *Janis Berdell 03-22-07*



Southwestern Medical Center dba Magna Surgery Center
Referral Letter

March 20, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

During the past twelve months, I performed Podiatry surgeries at the following locations:

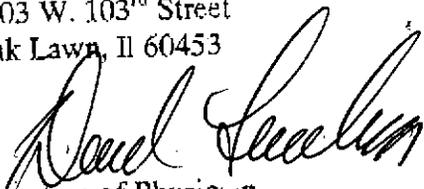
<u>Volume</u>	<u>Name</u>	<u>Location</u>
<u>5</u>	Magna Surgery Center	Chicago 60643
<u>10</u>	<u>Holy Cross Hospital</u>	<u>Chicago 60629</u>
<u>10</u>	<u>Sacred Heart Hospital</u>	<u>Chicago 60624</u>

Of the total number of surgeries indicated above, I expect to perform 50% at the new Southwestern Medical Center dba Magna Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and becomes operational.

The above information is true and correct to the best of my knowledge, information and belief.

Sincerely,

Dr. David Finkelstein
4603 W. 103rd Street
Oak Lawn, IL 60453



Signature of Physician

Notary Seal

James Beidell 03-22-07
OFFICIAL SEAL

Southwestern Medical Center dba Magna Surgery Center
Referral Letter

March 13, 2007

Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Mark:

During the past twelve months, I performed 283 orthopedic surgeries at the following locations:

<u>Volume</u>	<u>Name</u>	<u>Location</u>
<u>43</u>	Magna Surgery Center	Chicago 60643
<u>160</u>	<u>Ingalls Hospital</u>	<u>Harvey, IL</u>
<u>80</u>	<u>Little Company of Mary Hospital</u>	<u>Evergreen Park, IL</u>

Of the total number of surgeries indicated above, I expect to perform 60 at the new Southwestern Medical Center dba Magna Surgery Center in Bedford Park once the facility has received approval from the Illinois Health Facilities Planning Board and becomes operational.

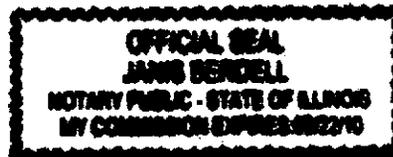
The above information is true and correct to the best of my knowledge, information and belief.

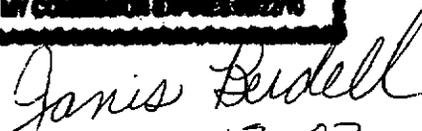
Sincerely,

Dr. John McClellan
5540 West 111th Street
Oak Lawn, IL 60453


Signature of Physician

Notary Seal




Janis Berdell

1110.1540.d. Treatment Room Need Assessment

1. Southwestern Medical Center proposes to establish and operate three operating rooms. This is the same number being operated at the current location.

2. As documented in Attachment ASTC-2, Projected Patient Volume, a total of 3,902 procedures are expected to be performed at the relocated Southwestern Medical Center.

The estimated time per procedure is calculated at .93 hours. This figure reflects the actual experienced time per case in 2006 at Southwestern Medical Center, as reported on the 2006 Annual Questionnaire.

3,902 procedures x .93 hours/procedure = 3,629 total hours/1,500 hours per operating room = 2.42 = 3 operating rooms required.

A listing of all surgeons who performed procedures at Southwestern Medical Center in 2006, together with associated case volume, is included with this Attachment.

Report ID: [Redacted] Date Range - Surgery Date From: 01/01/2006 to: 12/31/2006 ()

From: January To December 2006

Specialty	Physician Name	Total	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
H	Albanis, Chris V	158	12	16	13	4	14	3	9	22	15	21	13	16
D	ANDRIACCHI, DPM, DOMINICA A	1	0	0	0	0	0	0	0	1	0	0	0	0
N	BONAMINIO, MD, ROBERT	5	1	0	0	1	0	0	0	0	0	1	0	2
T	BROOKER, MD, JAY M	48	6	7	4	7	3	5	1	5	2	4	3	1
N	Butler, M.D., Nichole M	7	4	1	1	0	0	0	0	0	0	1	0	0
SS	CAROBENE, MD, HOLLY S	111	0	28	13	18	12	5	16	3	0	4	5	7
D	CHAN, DPM, CHEUNG H	1	0	1	0	0	0	0	0	0	0	0	0	0
O	CHERNOFF, M.D., ALLEN M	8	1	0	0	0	2	3	1	1	0	0	0	0
N	Christmas, M.D., Monica M	2	0	1	0	0	0	0	0	0	0	0	0	1
N	CHURCH, MD, NANCY R	2	0	1	1	0	0	0	0	0	0	0	0	0
N	COUPEL, MD, EDOUARD	2	0	0	0	0	0	0	0	2	0	0	0	0
SS	Cupic, M.D., Milorad	431	21	23	27	30	51	34	51	44	15	35	52	48
H	DANGLES, MD, GEORGE J	374	25	27	32	21	32	25	47	23	42	39	43	18
H	DAWSON, MD, DEREK J	56	4	4	6	8	5	5	5	8	1	5	2	3
known	Dwarakanathan, M.D., Surendar	9	0	0	0	0	0	0	0	0	0	0	4	5
H	Feitl, M.D., Marianne E	54	6	7	4	6	4	1	6	2	3	8	5	2
N	FINKELSTEIN, DO, KENNETH	36	5	4	0	2	3	2	6	3	1	5	1	4
D	FINKELSTEIN, DPM, DAVIDE	4	0	0	1	0	1	0	0	0	0	2	0	0
N	FOSTER, M.D., VANESSA R	4	0	0	1	0	0	1	0	0	0	0	0	2
H	FOULKES, MD, RICHARD B	32	2	9	0	4	3	3	1	0	8	2	0	0
D	GELSOMINO, DPM, STEVEN L	2	0	0	0	0	0	1	0	0	0	0	0	1
D	Gerst, David	4	0	2	1	0	0	0	0	0	0	0	1	0
N	GORDON, MD, RANDALL J	1	0	1	0	0	0	0	0	0	0	0	0	0
H	GOYAL, M.D., RAJK	2	0	0	0	0	0	0	0	0	0	0	0	2
N	Haldeeman, DO, Travis K	3	0	0	0	0	0	0	1	0	0	0	0	2

Case Count by Physician

From: Jan To December 2006

Print Date: 3/6/2007 2:18:20PM

Specialty	Physician Name	Total	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
D	HALEK, DPM, WALTER A	13	0	1	1	2	1	1	2	3	0	0	0	2
N	HALLOWAY, MD, MAHOUDA	5	0	1	0	1	1	0	1	0	0	0	0	1
D	HORN, DPM, LISA J	3	1	0	0	0	0	0	0	0	0	0	1	1
H	IYENGAR, NEHA P	60	13	11	2	9	4	14	7	0	0	0	0	0
N	IYER, MD, ANITA	7	0	0	0	0	2	2	2	1	0	0	0	0
N	JAIN, MD, NEERAJ	355	59	37	40	27	34	23	24	25	17	16	25	28
H	JOHN, M.D., THOMAS	232	19	19	1	31	28	29	38	2	0	25	0	40
N	JOHNSON, MD, KAREN D	5	0	0	1	0	0	0	0	2	1	0	1	0
H	KIRK, MD, TODD S	1	0	0	0	0	0	0	0	0	0	0	0	0
D	Knutstrom, D.M.P., Lori A	1	0	0	0	0	0	0	0	0	0	0	0	1
RO	LIPSON, M.D., STEWART B	25	6	5	4	1	0	1	1	1	2	2	0	2
PH	LUBECK, MD, DAVID M	308	19	0	17	12	36	0	40	10	40	43	36	55
RT	MC CLELLAN, MD, JOHN B	42	1	8	4	1	6	5	0	1	4	5	2	5
PH	OLIVIER, MD, Mildred M	3	0	0	0	0	3	0	0	0	0	0	0	0
RO	PIERPAOLI, MD, STEVEN M	3	2	1	0	0	0	0	0	0	0	0	0	0
PH	QUINONES, MD, RICHARD A	4	0	0	1	0	1	0	0	0	1	1	0	0
PH	RAY, MD, VALENCIA M	113	10	5	9	15	11	11	8	3	11	12	13	5
PH	RUBIN, MD, GARY V	87	5	9	9	9	9	5	5	7	9	8	6	6
PH	SANDERS, LAURA K	1	1	0	0	0	0	0	0	0	0	0	0	0
RT	SONNENBERG, M.D., JOHN D	229	0	0	19	20	12	30	18	41	32	23	11	23
RO	SYLORA, M.D., JAMES A	2	1	0	0	0	0	0	0	0	1	0	0	0
RO	SYLORA, MD, HERME O	18	0	1	2	2	3	3	1	1	1	1	2	1
PH	TICHO, M.D., BENJAMIN H	56	7	5	4	10	4	0	0	8	8	6	4	0
OD	TILLMAN, DPM, WAYNE A	5	0	0	0	0	0	0	0	1	3	0	0	1
PH	WATKINS, MD, NEIL L	15	1	0	1	2	0	4	0	5	2	0	0	0
RO	ZUMERCHIK, MD, DAVID L	21	0	2	7	2	3	1	1	0	1	1	0	3
*Physician Case Total:		2971	232	237	226	245	288	217	292	225	220	271	230	288

1110.1540.e. Impact on Other Facilities

A copy of the letter sent to area surgical facilities is included as part of this Attachment. A list of the receiving facilities, together with certified mail receipts, is also included.

«Hospital»
«Address»
«City» «State» «Zip»

Re: Southwestern Medical Center

To Whom It May Concern:

Southwestern Medical Center, LLC and SW Equity Holdings, Inc. are planning to relocate the Southwestern Medical Center surgery center from its current location at 9831 S. Western Avenue in Chicago, IL to 7456 South State Road in Bedford Park, IL. There are three operating rooms at the current location and the number of operating rooms will remain the same upon relocation. This complement of operating rooms was determined based on the existing size of the facility and based on referral commitment letters from the facility's current medical staff members – approximately 3629 hours of surgery.

The total estimated project cost is \$7,823,136 and the proposed gross square footage is 14,298 GSF. Concurrent with the relocation of the facility, the existing site will be closed.

Please advise Southwestern Medical Center if you believe this relocation will have any impact on your facility. You may direct any correspondence pertaining to this to:

Kenny Bozorgi, M.D.
Medical Director
Southwestern Medical Center
9831 S. Western Avenue
Chicago, IL 60643

Thank you for your attention to this matter.

Sincerely,

Kara M. Friedman

Cc: Kenny Bozorgi, M.D.

ASTC-4

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Administrator
 25 East Same Day Surgery
 25 E. Washington St. #300
 Chicago, IL 60602

2. Article Number
 (Transfer from service label)

7002 2410 0001 4304 9885

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0885

A. Signature Agent
 Address

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
 4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Administrator
 Concord Medical Center
 17 W. Grand Ave.
 Chicago, IL 60610

2. Article Number
 (Transfer from service label)

7002 2410 0001 4304 9892

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0885

A. Signature Agent
 Address

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
 4. Restricted Delivery? (Extra Fee) Yes

McGULL

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mail piece or on the front if space permits.

1. Article Addressed to:

Administrator
 River North Same Day Surg. Cntr
 One E. Erie
 Chicago, IL 60611

2. Article Number
 (Transfer from service label)
 PS Form 3811, August 2001

7002 2410 0001 4304 9908
 Domestic Return Receipt
 24CPRI-03-Z-0685

A. Signature
 Agent
 Addresssee
 B. Received by (Printed Name)
 C. Date of Delivery
 D. Is delivery address different from item 1? Yes
 if YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
 4. Restricted Delivery? (Extra Fee) Yes

McGUIRE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mail piece or on the front if space permits.

1. Article Addressed to:

Administrator
 Rush Surgicenter - Prof. Bldg.
 1725 W. Harrison
 Suite 556
 Chicago, IL 60612

2. Article Number
 (Transfer from service label)
 PS Form 3811, August 2001

7002 2410 0001 4304 9915
 Domestic Return Receipt
 24CPRI-03-Z-0685

A. Signature
 Agent
 Addresssee
 B. Received by (Printed Name)
 C. Date of Delivery
 D. Is delivery address different from item 1? Yes
 if YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
 4. Restricted Delivery? (Extra Fee) Yes

McGUIRE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also copy item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the multiple, or on the front if space permits.

1. Article Addressed to:

Administrator
 The Surg. Cntr @ 900 N. Michigan
 60 E. Delaware Ave. 15th Fl.
 Chicago, IL 60611

2. Article Number
 (Transfer from service label)

7002 2410 0001 4304 9922

PS Form 3811, August 2001

Domestic Return Receipt

24CPFR-03-Z-0885

COMPLETE THIS SECTION (TO BE FILLED BY)

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the multiple, or on the front if space permits.

1. Article Addressed to:

Administrator
 Water Tower Surgicenter
 845 N. Michigan Ave.
 Chicago, IL 60611

2. Article Number
 (Transfer from service label)

7002 2410 0001 4304 9939

PS Form 3811, August 2001

Domestic Return Receipt

24CPFR-03-Z-0885

COMPLETE THIS SECTION (TO DELIVER)

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

MCC

MCGUIRE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Do not complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

President
 Children's Mem. Spec. Ped.
 2300 Children's Plaza
 Chicago, IL 60614

2. Article Number
(Transfer from service label)
 PS Form 3811, August 2001

7002 2410 000J 4304 9946

Domestic Return Receipt

2ACPR1-03-Z-0885

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent
 Addressed
- B. Received by (*Printed Name*) C. Date of Delivery
- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (*Extra Fee*) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Administrator
 Elmhurst Outpatient Surg. Cntr
 1200 South York Rd.
 Elmhurst, IL 60126

2. Article Number
(Transfer from service label)
 PS Form 3811, August 2001

7002 2410 000J 4304 9953

Domestic Return Receipt

2ACPR1-03-Z-0885

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent
 Addressed
- B. Received by (*Printed Name*) C. Date of Delivery
- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (*Extra Fee*) Yes

McGUIRE

McGUIRE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Administrator
 Forest Medical-Surgical Center
 9050 W. 81st St.
 Justice, IL 60458

2. Article Number
 (Transfer from service label)
 7002 2410 0001 4304 9960

PS Form 3811, August 2001 Domestic Return Receipt

2ACPRI-03-Z-0885

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Administrator
 Hinsdale Surgical Center
 908 N. Elm St. #401
 Hinsdale, IL 60521

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X

B. Received by (Printed Name) C. Date of Delivery
 Agent
 Addressee

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
 (Transfer from service label)
 PS Form 3811, August 2001 7002 2410 0001 4304 9687

Domestic Return Receipt 2ACPRI-03-Z-0885

McGUIREW

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece or on the front if space permits.

1. Article Addressed to:

Administrator
 Ingalls Same Day Surgery
 6701 W. 159th Street
 Tinley Park, IL 60477

2. Article Number
 (Transfer from service label)
 7002 2410 0001 4304 9694

PS Form 3811, August 2001

Domestic Return Receipt

24CPRI-03-Z-0985

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent Addressed
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
- Certified Mail Express Mail
- Registered Return Receipt for Merchandise
- Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes No

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece or on the front if space permits.

1. Article Addressed to:

Administrator
 Loyola Univ. Arm. Surg. Ctr
 2160 South First Ave.
 Bldg. 150, Rm. 4109
 Maywood, IL 60153

2. Article Number
 (Transfer from service label)
 7002 2410 0001 4304 9700

PS Form 3811, August 2001

Domestic Return Receipt

24CPRI-03-Z-0985

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent Addressed
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
- Certified Mail Express Mail
- Registered Return Receipt for Merchandise
- Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes No

McGUIREW

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McGUIRE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mail piece or on the front if space permits.

1. Article Addressed to:

Administrator
 The Oak Brook Surgical Center
 2425 W. 22nd Street, # 101
 Oak Brook, IL 60523

2. Article Number
 (Transfer from service label)
 PS Form 3811, August 2001

7002 2410 0001 4304 9717

Domestic Return Receipt

2ACFPI-03-Z-0885

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail G.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mail piece, or on the front if space permits.

1. Article Addressed to:

Administrator
 Orland Park Surgical Center, LLC
 9550 W. 167th Street
 Orland Park, IL 60467

2. Article Number
 (Transfer from service label)
 PS Form 3811, August 2001

7002 2410 0001 4304 9724

Domestic Return Receipt

2ACFPI-03-Z-0885

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail G.O.D.

4. Restricted Delivery? (Extra Fee) Yes

McGUIRE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Administrator
 Palos Surgicenter, LLC
 7340 West College
 Palos Heights, IL 60463

2. Article Number
(Transfer from service label)

7002 2410 0001 4304 9731

PS Form 3811, August 2001

Domestic Return Receipt

24CFR1-03-Z-0985

A. Signature Agent
X Addressee

B. Received by (*Printed Name*) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (*Extra Fee*) Yes

McGUIREW

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Administrator
 Salt Creek Surgery Center
 530 North Cass Ave.
 Westmont, IL 60559

2. Article Number
(Transfer from service label)

7002 2410 0001 4304 9748

PS Form 3811, August 2001

Domestic Return Receipt

24CFR1-03-Z-0985

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
X Addressee

B. Received by (*Printed Name*) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (*Extra Fee*) Yes

McGUIREW

RECEIVER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

President
Lincoln Park Hospital
550 W. Webster Ave.
Chicago, IL 60614

COMPLETE THIS SECTION (TO BE FILLED IN BY ADDRESSEE)

A. Signature
X Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) **7002 2410 0001 4304 9755**

PS Form 3811, August 2001 Domestic Return Receipt 2ACPRI-03-Z-0985

UIREV

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

President
Northwestern Memorial Hospt.
251 E. Huron
Chicago, IL 60611

COMPLETE THIS SECTION (TO BE FILLED IN BY ADDRESSEE)

A. Signature
X Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) **7002 2410 0001 4304 9762**

PS Form 3811, August 2001 Domestic Return Receipt 2ACPRI-03-Z-0985

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

President
 Bethany Hospital
 3410 W. Van Buren St.
 Chicago, IL 60624

2. Article Number

(Transfer from service label)

PS Form 3811, August 2001

7002 2430 0001 4304 9779

Domestic Return Receipt

2ACPR1-09-Z-0885

A. Signature Agent

Address

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

Certified Mail Express Mail

Registered Return Receipt for Merchandise

Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

President
 John Stroger Hosp of Cook Cnty
 1901 W. Harrison
 Chicago, IL 60612

2. Article Number

(Transfer from service label)

PS Form 3811, August 2001

7002 2430 0001 4304 9786

Domestic Return Receipt

2ACPR1-09-Z-0885

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent

Address

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

Certified Mail Express Mail

Registered Return Receipt for Merchandise

Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

McGUIREW

McGUIR

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece or on the front if space permits.

1. Article Addressed to:

President
 Loretto Hospital
 645 S. Central Avenue
 Chicago, IL 60644

2. Article Number
 (Transfer from service label)

7002 2410 0001 4304 9793

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRU-03-Z-0885

McGL

COMPLETE THIS SECTION

A. Signature Agent
 Addressee

B. Received by (Printed Name) Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type Express Mail
 Certified Mail Return Receipt for Merchandise
 Registered Insured Mail C.O.D.
 Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece or on the front if space permits.

1. Article Addressed to:

President
 Mount Sinai Hospt Med. Cntr
 California Ave. at 15th St.
 Chicago, IL 60608

2. Article Number
 (Transfer from service label)

7002 2410 0001 4304 9809

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRU-03-Z-0885

McGL

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

President
Rush University Medical Center
1650 W. Harrison
Chicago, IL 60612

A. Signature Agent
X Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) 7002 2410 0001 4304 9816

SENDER: COMPLETE THIS SIDE

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

President
Sacred Heart Hospital
3240 W. Franklin Blvd.
Chicago, IL 60624

A. Signature Agent
X Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) 7002 2410 0001 4304 9823

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

JIR

McGUIREWOC

President
St. Mary of Nazareth Hospital
2233 W. Division St.
Chicago, IL 60622

- SENDER**
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
 - Print your name and address on the reverse so that we can return the card to you.
 - Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

A. Signature	<input type="checkbox"/> Agent
<input checked="" type="checkbox"/> X	<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery
D. Is delivery address different from item 1? If YES, enter delivery address below:	<input type="checkbox"/> Yes <input type="checkbox"/> No

2. Article Number
(Transfer from service label)
PS Form 3811, August 2001

Domestic Return Receipt

7002 2410 0001 4304 9830

24CPRI-09-2-0-885

3. Service Type	
<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes

- SENDER**
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
 - Print your name and address on the reverse so that we can return the card to you.
 - Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

A. Signature	<input type="checkbox"/> Agent
<input checked="" type="checkbox"/> X	<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery
D. Is delivery address different from item 1? If YES, enter delivery address below:	<input type="checkbox"/> Yes <input type="checkbox"/> No

President
St. Anthony Hospital
2875 W. 19th Street
Chicago, IL 60623

2. Article Number
(Transfer from service label)
PS Form 3811, August 2001

Domestic Return Receipt
7002 2410 0001 4304 9847

24CPRI-09-2-0-885

3. Service Type	
<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Addressed to:

President
Elizabeth's Hospital
N. Western Ave.
Chicago, IL 60622

Number
(Transfer from service label)

3811, August 2001

7002 2410 0001 4303 3501

Domestic Return Receipt

2ACPR1-03-Z-0985

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

President
University of IL Medical Center
1740 W. Taylor St.
Chicago, IL 60612

2. Article Number
(Transfer from service label)

7002 2410 0001 4304 9854

PS Form 3811, August 2001

Domestic Return Receipt

2ACPR1-03-Z-0985

A. Signature
X
B. Received by (Printed Name)
C. Date of Delivery
D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

Number
(Transfer from service label)

3811, August 2001

7002 2410 0001 4304 9854

Domestic Return Receipt

2ACPR1-03-Z-0985

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, *if* on the front if space permits.

1. Article Addressed to:

President
 Holy Cross Hospital
 2701 W. 68th Street
 Chicago, IL 60629

A. Signature X		<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
 (Transfer from service label)

7002 2410 0001 4304 9861

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0885

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, *if* on the front if space permits.

1. Article Addressed to:

President
 Jackson Park Hosp & Med. Cntr
 731 S. Stony Island Ave.
 Chicago, IL 60649

A. Signature X		<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
 (Transfer from service label)

7002 2410 0001 4304 9878

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0885

JIREV

SEND TO:

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

President
 Mercy Hospital & Med. Cntr
 2525 S. Michigan Ave.
 Chicago, IL 60616

2. Article Number
 (Transfer from service label) 7002 2410 0001 4304 9489

PS Form 3811, August 2001 Domestic Return Receipt 2ACPRI-03-Z-0985

A. Signature Agent Addressee
 X

B. Received by (Printed Name) **C. Date of Delivery**

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

JIF

SEND TO:

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

President
 Michael Reese Hospt & Med. Cntr
 2929 S. Ellis Ave.
 Chicago, IL 60616

2. Article Number
 (Transfer from service label) 7002 2410 0001 4304 9496

PS Form 3811, August 2001 Domestic Return Receipt 2ACPRI-03-Z-0985

A. Signature Agent Addressee
 X

B. Received by (Printed Name) **C. Date of Delivery**

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

JIREW

SENDER'S USE ONLY

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

President
 Provident Hospital of Cook Cnty
 500 E. 51st St.
 Chicago, IL 60615

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
- Registered Return Receipt for Merchandise
- Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label)

7002 2410 0001 4304 9502

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0885

JIREW

SENDER'S USE ONLY

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

President
 Roseland Community Hospital
 45 W. 111th St.
 Chicago, IL 60628

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
- Registered Return Receipt for Merchandise
- Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label)

7002 2410 0001 4304 9519

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0885

JIREW

SENDER ■ Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: President South Shore Hospital 8012 S. Crandon Ave. Chicago, IL 60617		B. Received by (Printed Name)	C. Date of Delivery
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
		3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number <i>(Transfer from service label)</i>		7002 2410 0001 4304 9526	
PS Form 3811, August 2001		Domestic Return Receipt	
		2ACPRI-03-Z-0985	

JIREY

SENDER ■ Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: President St. Bernard Hospt. & Health Care 326 W. 64 th Street Chicago, IL 60621		B. Received by (Printed Name)	C. Date of Delivery
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number <i>(Transfer from service label)</i>		7002 2410 0001 4304 9533	
PS Form 3811, August 2001		Domestic Return Receipt	
		2ACPRI-03-Z-0985	

SENDER

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mail piece, or on the front if space permits.

1. Article Addressed to:

President
 Advocate Trinity Hospital
 2320 E. 93rd Street
 Chicago, IL 60617

2. Article Number
 (Transfer from service label)
 PS Form 3811, August 2001

7002 24110 0001 4304 9540

Domestic Return Receipt

PS Form 3800, June 2002

See Reverse for Instructions

A. Signature		<input type="checkbox"/> Agent
X		<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mail piece, or on the front if space permits.

1. Article Addressed to:

President
 University of Chgo Med. Cntr
 5841 S. Maryland Ave.
 Chicago, IL 60637

2. Article Number
 (Transfer from service label)
 PS Form 3811, August 2001

7002 24110 0001 4304 9557

Domestic Return Receipt

24CFR1-03-Z-0285

A. Signature		<input type="checkbox"/> Agent
X		<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

McGUR

M

JIREWC

SENDER

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

President
 Advocate So. Suburban Hospt
 17800 S. Kedzie Ave.
 Hazel Crest, IL 60429

2. Article Number
 (Transfer from service label)

7002 2410 0001 4304 9564

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0985

A. Signature

X

- Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

JIREW

SENDER

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

President
 Advocate Christ Medical Cntr
 4440 W. 95th Street
 Oak Lawn, IL 60453

2. Article Number
 (Transfer from service label)

7002 2410 0001 4304 9571

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0985

A. Signature

X

- Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

JIREWOC

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mail piece, or on the front if space permits.

1. Article Addressed to:

President
 Ingalls Memorial Hospital
 One Ingalls Drive
 Harvey, IL 60426

2. Article Number
(Transfer from service label)

7002 2410 0001 4304 9588

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0885

A. Signature

X

- Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1?** Yes
 If YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

JIREWOC

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mail piece, or on the front if space permits.

1. Article Addressed to:

President
 LaGrange Memorial Hospt.
 5101 Willow Springs Rd.
 LaGrange, IL 60525

2. Article Number
(Transfer from service label)

7002 2410 0001 4304 9595

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0885

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1?** Yes
 If YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

JIREW

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

President
 Little Co. of Mary Hospt.
 2800 W. 95th Street
 Evergreen Park, IL 60805

2. Article Number
(Transfer from service label)

7002 2410 0001 4304 9601

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0985

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
- Registered Return Receipt for Merchandise
- Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece or on the front if space permits.

1. Article Addressed to:

President
 Palos Community Hospital
 12251 S. 80th Avenue
 Palos Heights, IL 60463

2. Article Number
(Transfer from service label)

7002 2410 0001 4304 9618

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0985

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
- Registered Return Receipt for Merchandise
- Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

JIREWα

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mail piece or on the front if space permits.

1. Article Addressed to:

President
 Adventist Hinsdale Hospital
 120 N. Oak Street
 Hinsdale, IL 60521

2. Article Number

(Transfer from service label)

7002 2410 0001 4304 9625

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0885

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

JIREW

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mail piece, or on the front if space permits.

1. Article Addressed to:

President
 Gottlieb Memorial Hospital
 701 W. North Avenue
 Melrose Park, IL 60160

2. Article Number

(Transfer from service label)

7002 2410 0001 4304 9632

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0885

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

President
Loyola University Med. Cntr
2160 South First Ave.
Maywood, IL 60153

2. Article Number

(Transfer from service label)

7002 2410 0001 4304 9649

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0985

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

Certified Mail Express Mail

Registered Return Receipt for Merchandise

Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

President
MacNeal Memorial Hospital
3249 S. Oak Park Ave.
Berwyn, IL 60402

2. Article Number

(Transfer from service label)

7002 2410 0001 4304 9656

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0985

COMPLETE THIS SECTION ON DELIVERY

A. Signature:

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

Certified Mail Express Mail

Registered Return Receipt for Merchandise

Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

JIREWc

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

President
Rush Oak Park Hospital
520 S. Maple Ave.
Oak Park, IL 60304

A. Signature Agent
X Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) 7002 2410 0001 4304 9663

PS Form 3811, August 2001 Domestic Return Receipt 2ACPRI-09-Z-0985

IRI

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

President
West Suburban Hospital
3 Erie Court
Oak Park, IL 60302

A. Signature Agent
X Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) 7002 2410 0001 4304 9670

PS Form 3811, August 2001 Domestic Return Receipt 2ACPRI-09-Z-0985

UIREW

1110.1540.f. Establishment of New Facilities

This project proposes the relocation of an existing ambulatory surgical treatment center, located at 9831 South Western Avenue in Chicago, to a new location at 7456 South State Road, Bedford Park. However, the rules of the Illinois Health Facilities Planning Board require that the project be reviewed as if it were establishment of a new facility.

The applicant does not contend that the services to be provided at the new location are currently unavailable in the geographic service area. In fact, the services are available if for no other reason than the applicant is already providing them. As indicated in Attachment ASTC-1, Target Population, the relocated Southwestern Medical Center will treat the same patients, with the same medical staff, as is presently the case. Attachment GRC-3, Alternatives to the Proposed Project, provides the rationale for the facility replacement and the inability to renovate or rebuild at the current location.

Through use of MapQuest, the applicant has identified all existing ASTCs and equivalent hospital outpatient surgery rooms located within the geographic service area of the relocated Southwestern Medical Center. A list of the names, addresses, and time and geographic distance from the replacement facility is included with this Attachment, together with most recent available (2005) utilization information.

Distance of Area ASCs to Proposed New Site at 7456 S. State Road, Bedford Park, IL 60638

	Hospital	Address	City	State	Zip	Distance (in miles)	Time (in minutes)
1	25 East Same Day Surgery	25 East Washington, Suite 300	Chicago	IL	60602	13.41	25
2	Concord Medical Center	17 W. Grand Avenue	Chicago	IL	60610	14.46	25
3	River North Same Day Surgery Cntr	One East Erie	Chicago	IL	60611	14.5	25
4	Rush Surgicenter-Prof. Bldg.	1725 West Harrison, Suite 556	Chicago	IL	60612	13.4	23
5	The Surgery Center at 900 N. Michigan	60 East Delaware Avenue, 15th Floor	Chicago	IL	60611	14.8	26
6	Water Tower Surgicenter	845 N. Michigan Ave.	Chicago	IL	60611	14.9	26
7	Children's Mem. Spec. Ped.	2300 Childrens Plaza	Chicago	IL	60614	16.6	30
8	Elmhurst Outpatient Surgery Center	1200 South York Road	Elmhurst	IL	60126	18.96	28
9	Forest Medical-Surgical Center	9050 West 81st Street	Justice	IL	60458	5.63	13
10	Hinsdale Surgical Center	908 N Elm St # 401	Hinsdale	IL	60521	15.46	24
11	Ingalls Same Day Surgery	6701 W. 159th Street	Tinley Park	IL	60477	12.53	27
12	Loyola University Amg. Surg. Ctr.	2160 South First Ave, Bldg. 150, Room 4109	Maywood	IL	60153	14.11	27
13	The Oak Brook Surgical Center	2425 West 22nd Street, Suite 101	Oak Brook	IL	60523	20.14	30
14	Orland Park Surgical Center, LLC	9550 W. 167th Street	Orland Park	IL	60467	17.18	30
15	Palos Surgicenter, LLC	7340 West College	Palos Heights	IL	60463	7.08	17
16	Salt Creek Surgery Center	530 North Cass Ave.	Westmont	IL	60559	18.39	30

Distance of Area Hospitals to Proposed New Site at 7456 S. State Road, Bedford Park, IL 60638

Hospital	Address	City	State	Zip	Distance (in miles)	Time (in minutes)
1 Lincoln Park Hospital	550 West Webster Avenue	Chicago	IL	60614	16.61	30
2 Northwestern Memorial Hospital	251 E. Huron	Chicago	IL	60611	15	27
3 Bethany Hospital	3410 W Van Buren St	Chicago	IL	60624	15.49	25
4 John Stroger Hospital of Cook County	1901 W. Harrison	Chicago	IL	60612	13.91	24
5 Loretto Hospital	645 S. Central Avenue	Chicago	IL	60644	9.12	23
6 Mount Sinai Hospital	California Avenue at 15th Street	Chicago	IL	60608	8.92	21
7 Rush University Medical Center	1650 W. Harrison	Chicago	IL	60612	13.35	23
8 Sacred Heart Hospital	3240 W Franklin Boulevard	Chicago	IL	60624	10.87	30
9 Saint Mary of Nazareth Hospital	2233 W Division St.	Chicago	IL	60622	15.19	28
10 St. Anthony Hospital	2875 W 19th St	Chicago	IL	60623	8.75	20
11 St. Elizabeth's Hospital	1431 N. Western Ave.	Chicago	IL	60622	15.98	28
12 University of Illinois Medical Center	1740 W Taylor St	Chicago	IL	60612	10.54	24
13 Holy Cross Hospital	2701 West 68th Street	Chicago	IL	60629	3.83	10
14 Jackson Park Hospital and Medical Center	7531 S Stony Island Ave	Chicago	IL	60649	9.47	22
15 Mercy Hospital & Medical Center	2525 South Michigan Avenue	Chicago	IL	60616	11.73	22
16 Michael Reese Hospital & Medical Center	2929 S. Ellis Avenue	Chicago	IL	60616	11.68	21
17 Provident Hospital of Cook County	500 E. 51st Street	Chicago	IL	60615	11.48	24
18 Roseland Community Hospital	45 W. 111th Street	Chicago	IL	60628	10.97	25
19 South Shore Hospital	8012 South Crandon Avenue	Chicago	IL	60617	10.04	24
20 St. Bernard Hospital	326 W 64th St	Chicago	IL	60621	7.05	21
21 Advocate Trinity Hospital	2320 East 93rd Street	Chicago	IL	60617	13.24	26
22 University of Chicago Medical Center	5841 S. Maryland Avenue	Chicago	IL	60637	11.66	25
23 Advocate South Suburban Hospital	17800 South Kedzie Avenue	Hazel Crest	IL	60429	15.71	29
24 Advocate Christ Medical Center	4440 West 95th Street	Oak Lawn	IL	60453	3.43	8
25 Ingalls Memorial Hospital	One Ingalls Drive	Harvey	IL	60426	14.51	26
26 LaGrange Memorial Hospital	5101 Willow Springs Rd.	LaGrange	IL	60525	10.73	23
27 Little Company of Mary Hospital	2800 W. 95th St.	Evergreen Park	IL	60805	5.51	13
28 Palos Community Hospital	12251 S. 80th Avenue	Palos Heights	IL	60463	7.79	18
29 Adventist Hinsdale Hospital	120 N Oak St	Hinsdale	IL	60521	16.17	27
30 Gottlieb Memorial Hospital	701 W. North Ave.	Melrose Park	IL	60160	15.61	33
31 Loyola University Medical Center	2160 South First Avenue	Maywood	IL	60153	14.11	27
32 MacNeal Memorial Hospital	3249 S. Oak Park Avenue	Berwyn	IL	60402	7.94	21
33 Rush Oak Park Hospital	520 S. Maple Ave.	Oak Park	IL	60304	11.63	26
34 West Suburban Hospital	3 Erie Court	Oak Park	IL	60302	11.02	27

1110.1540.g. Charge Commitment

A list of the procedures to be performed at the relocated Southwestern medical Center, together with the charges in effect at the time the facility becomes operational, is included with this Attachment.

A letter from the owner and operator of Southwestern Medical Center, committing to maintain the stated charges for the first two years of operation, is included with this Attachment.

ATTACHMENT ASTC-6

Southwestern Medical Center, L.L.C.
Charge Commitment Letter

March 28, 2007

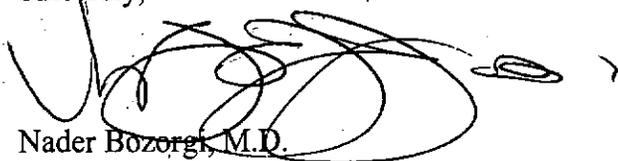
Jeffrey S. Mark
Executive Secretary
Illinois Health Facilities Planning Board
525 West Jefferson Street
Springfield, Illinois 62761

Dear Mr. Mark:

This application contains a list of the charges, exclusive of professional fees, for the procedures which are anticipated to be performed at the proposed Southwest Medical Center.

I hereby certify that these charges will not be increased for the first two years of operation unless a permit is first obtained from the Illinois Health Facilities Planning Board.

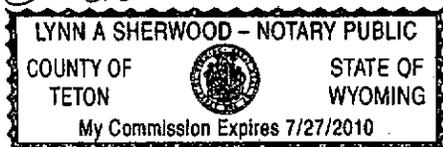
Sincerely,



Nader Bozorgi, M.D.
President and CEO
Southwestern Medical Center, L.L.C.

Notary Seal

Lynn A. Sherwood - Notary Public
Wyoming
Teton County
3-28-07



	Type of Service	Fee Schedule
10061	Inc. & Drain. Cyst, Abcess Complex	\$1,050.00
10140	Inc. & Drain. of Hematoma	\$1,050.00
10180	Inc. & Drain. Complex, postop wound	\$1,180.00
11200	Removal of Skin Tags up to 15 lesions	\$750.00
11310	Shave Skin Lesion 0.5cm or less	\$750.00
11406	Removal of Skin Lesion over 4.0cm	\$1,050.00
11604	Exc. Malignant Lesion 3.1-4 cm	\$1,150.00
11750	Exc. Nail and nail matrix	\$1,150.00
11770	Removal of pilonidal cyst	\$1,050.00
13160	Secondary closure of surgical wound	\$1,150.00
14040	Skin Tissue Rearrangement cheeks, chin, mouth, n	\$1,150.00
15240	Skin Full Thickness Graft, cheeks, chin, mouth, neck	\$1,250.00
15732	Muscle Skin Graft, Head/Neck	\$1,650.00
15780	Abrasion Treatment of Skin	\$1,050.00
15820	Bleph, Lower Eyelid	\$850.00
15822	Bleph, Upper Eyelid	\$850.00
15824	Rhytidectomy, Forehead	\$1,470.00
15825	Rhytidectomy, Neck	\$1,750.00
15847	Abdominoplasty	\$1,960.00
19101	Biopsy of Breast	\$1,050.00
19120	Exc of Breast Lesion	\$1,120.00
19300	Mastectomy for gynecomastia	\$1,250.00
19316	Mastopexy	\$1,750.00
19318	Reduction of large breast	\$2,120.00
19325	Breast Augmentation with implant	\$1,410.00
20520	Removal of Foreign Body	\$650.00
20552	Inj, Trigger points	\$850.00
20610	Injec/Drain Major Joint/Bursa	\$550.00
20680	Removal of Support Implant/Hardware	\$980.00
20694	Remove bone fixation device	\$1,250.00
21015	Resection of facial tumor	\$1,130.00
21120	Chin augmentation	\$1,250.00
21230	Rib cartilage graft	\$1,470.00
21235	Ear cartilage graft	\$1,230.00
21320	Treatment of nose fracture closed	\$1,415.00
21335	Treatment of nose fracture open	\$2,570.00
21555	Remove lesion, neck/chest	\$850.00
22900	Remove abdominal wall lesion	\$950.00
23515	Open Treatment Clavicle Fracture	\$1,530.00
23700	Manipulation under anesthesia shoulder	\$750.00
24341	Repair Tendon upper arm, elbow	\$1,230.00
24342	Reinsertion of Ruptured Bicep	\$1,620.00
24350	Repair of Tennis Elbow	\$1,350.00
25111	Removal of Ganglion from Wrist	\$1,130.00
25447	Arthroplasty, joints	\$1,570.00
25515	Open Treatment Radial Shaft Fracture	\$1,260.00
26011	Drainage of Abscess Finger	\$550.00
26075	Explore/Treat Finger Joint	\$750.00

+ implant

26116	Excision tumor hand or finger, deep	\$930.00	
26135	Synovectomy metacarpophalangeal joint	\$890.00	
26605	Closed Treat metacarpal fracture	\$680.00	
26715	Treat knuckle dislocation	\$550.00	
26720	Closed Treat Finger Fracture	\$1,050.00	
26910	Amputate metacarpal bone	\$1,690.00	
26951	Amputation of finger/thumb	\$2,100.00	
27049	Rem Tumor, Hip/Pelvis	\$1,630.00	
27087	Remove Foreign Body, Hip	\$1,550.00	
27095	injec for Hip X-ray	\$1,250.00	
27096	Inj Sacroiliac Joint	\$1,350.00	
27615	Remove tumor, lower leg	\$1,230.00	
27619	Remove lower leg lesion	\$1,310.00	
27690	Revise lower leg tendon, superficial	\$2,550.00	
27691	Revise lower leg tendon, deep	\$2,780.00	
27698	Repair of ankle ligament	\$2,650.00	
28008	Incision of foot fascia	\$1,500.00	
28035	Decompression of tibia nerve	\$1,650.00	
28080	Removal of foot lesion	\$1,350.00	
28116	Ostectomy	\$2,350.00	
28120	Partial excision bone foot/ankle	\$2,650.00	
28171	Radical excision bone foot/ankle	\$2,850.00	
28220	Amputation of toe	\$2,150.00	
28285	Repair of Hammertoe	\$2,850.00	+ implant
28290	Correction of Bunion	\$2,650.00	+ implant
28485	Treat metatarsal fracture	\$1,550.00	
29826	Shoulder arthroscopy/surgery	\$3,500.00	
29827	Arthroscop rotator cuff repr	\$3,500.00	
29844	Wrist arthroscopy/surgery	\$2,100.00	
29870	Knee arthroscopy, dx	\$2,200.00	
29874	Arthroscopy, Knee Foreign Body	\$2,500.00	
29877	Arthroscopy, Knee Debridement	\$3,300.00	
29880	Knee arthroscopy/surgery	\$3,500.00	
29881	Arthroscopy, Knee Meniscetomy	\$3,500.00	
29886	Arthroscopy, Knee Drilling	\$3,500.00	
29893	Scope, plantar fasciotomy	\$3,675.00	
29898	Ankle arthroscopy/surgery	\$3,100.00	
30120	Revision of nose	\$1,650.00	
30130	Removal of Turbinate Bones	\$2,150.00	
30320	Remove nasal foreign body	\$2,500.00	
30400	Reconstruction of nose/Rhinoplasty primary	\$3,250.00	
30520	Septoplasty	\$4,500.00	
31237	Nasal/sinus endoscopy, surg	\$2,450.00	
31267	Endoscopy, maxillary sinus	\$2,500.00	
31541	Larynsco w/tumr exc + scope	\$1,350.00	
31570	Laryngoscope w/vc inj	\$1,350.00	+ injection
36475	Endovenous rf, 1st vein	\$1,250.00	+ cost of fiber
36478	Endovenous laser, 1st vein	\$1,250.00	+ cost of fiber
36590	Removal tunneled cv cath	\$650.00	
37700	Ligation long saphenous vein	\$1,700.00	

37722	Ligation/stripping long leg vein	\$1,950.00	
37766	MicroIncision Phlebectomy	\$1,350.00	
38542	Explore deep node(s), neck	\$1,850.00	
38740	Remove armpit lymph nodes	\$1,600.00	
42140	Excision of Uvula	\$1,750.00	
42410	Excise parotid gland/lesion	\$1,450.00	
42826	Removal of tonsils	\$1,250.00	
42950	Reconstruction of throat	\$2,250.00	+ implant
43235	Uppr gi endoscopy, diagnosis	\$650.00	
43280	Lap, Nissen	\$4,500.00	
43770	Lap, Placement of Adjustable Band	\$12,650.00	w/implant
43771	Revision of Adjustable Band	\$4,150.00	
43888	Rem & Replc Port Component Only	\$2,800.00	
43999	Other Stomach Procedures	N/A	varies from procedure
45170	Excision of rectal lesion	\$1,250.00	
45378	Diagnostic colonoscopy	\$1,000.00	
45380	Colonoscopy and biopsy	\$1,150.00	
46045	Incision of rectal abscess	\$1,130.00	
46260	Hemorrhoidectomy	\$1,650.00	
47562	Lap, Cholecystectomy	\$5,500.00	
49320	Diag laparo separate proc	\$1,800.00	
49505	Repair Inguinal Hernia	\$1,650.00	
49560	Rpr ventral hern init, reduc	\$1,700.00	+ implant
49561	Rpr ventral hern init, block	\$2,250.00	+ implant
49585	Rpr umbil hern, reduc > 5 yr	\$1,450.00	+ implant
49650	Laparo hernia repair initial	\$2,650.00	+ implant
52214	Cystoscopy and treatment	\$1,050.00	
52260	Cystoscopy and treatment	\$1,050.00	
54060	Excision of Penis Lesion	\$1,100.00	
54161	Circumcision w/o clamp	\$1,050.00	
54400	Insert Semi-Ridig Prosthesis	\$1,550.00	+ prosthesis
54505	Biopsy of testis	\$1,350.00	
54530	Rem of Testis	\$1,650.00	+ prosthesis
54900	Fusion of Spermatic Ducts	\$5,100.00	
55040	Removal of Hydrocele	\$1,850.00	
55110	Explore scrotum	\$2,150.00	
55250	Vasectomy	\$1,350.00	
55400	Rep of Sperm Duct	\$5,100.00	
55530	Revise Spermatic Cord Veins	\$1,380.00	
55700	Biopsy of prostate	\$1,280.00	
56440	Surgery for vulva lesion	\$1,280.00	
56515	Destroy vulva lesion/s compl	\$1,380.00	
56700	Partial removal of hymen	\$1,280.00	
56810	Repair of perineum	\$1,500.00	
57287	Removal/Revision of Sling for Stress Incontinence	\$1,650.00	
57288	Repair bladder defect	\$1,650.00	+ prosthesis
57410	Pelvic Exam under Anesthesia	\$650.00	
57520	Conization of cervix	\$850.00	
57522	Conization of cervix (Leep)	\$850.00	
58145	Rem of Uterus Lesion	\$2,680.00	

58545	Laparoscopic myomectomy	\$2,950.00	
58555	Hysteroscopy, dx, sep proc	\$1,450.00	
58558	Hysteroscopy w/ endometrium or polypectomy D&C	\$2,650.00	
58561	Hysteroscopy, remove myoma	\$2,650.00	
58563	Hysteroscopy, ablation	\$2,700.00	
58565	Hysteroscopy Tubal Ligation	\$2,650.00	
58670	Laparoscopy Tubal Ligation	\$3,250.00	
58800	Drainage of ovarian cyst(s)	\$3,450.00	
58970	Retrieval	\$800.00	
58974	Transfer	\$550.00	
59820	Care of Miscarriage	\$850.00	
62264	Epidural lysis on single day	\$1,000.00	
62290	Inj Disk X-ray	\$950.00	\$500 each next level
62310	Inject spine c/t	\$1,000.00	\$500 each next level
62311	Inject spine l/s (cd)	\$1,000.00	\$500 each next level
64400	Inject spine nerve block	\$1,000.00	\$500 each next level
64415	Nblock inj, brachial plexus	\$1,000.00	\$500 each next level
64420	Nblock inj, intercost, sng	\$1,000.00	\$500 each next level
64470	Inj paravertebral c/t	\$1,000.00	\$500 each next level
64475	Inj paravertebral l/s	\$1,000.00	\$500 each next level
64479	Inj foramen epidural c/t	\$1,000.00	\$500 each next level
64483	Inj foramen epidural l/s	\$1,000.00	\$500 each next level
64510	Nblock, stellate ganglion	\$1,000.00	\$500 each next level
64520	Nblock, lumbar/thoracic	\$1,000.00	\$500 each next level
64600	Injection treatment of nerve	\$1,000.00	\$500 each next level
64620	Injection treatment of nerve	\$1,000.00	\$500 each next level
64622	Destr paravertebrl nerve l/s	\$2,750.00	+ injection
64626	Destr paravertebrl nerve c/t	\$2,750.00	+ injection
64712	Neuroplasty major peripheral nerve	\$3,450.00	
64718	Revise ulnar nerve at elbow	\$3,200.00	
64721	Carpal Tunnel	\$2,350.00	
64774	Remove skin nerve lesion	\$1,550.00	
64831	Repair of digit nerve	\$2,250.00	
65105	Rem Eye/Attach Implant	\$3,100.00	+ implant
65155	Reinsert Ocular Implant	\$1,400.00	
65205	Remove Foreign Body from eye, external	\$1,250.00	
65235	Remove Foreign Body from eye, anterior	\$1,250.00	
65400	Excision of lesion, cornea	\$1,350.00	
65420	Excision or transposition of Pterygiuym	\$1,350.00	
65730	Corneal Transplant	\$1,850.00	+ implant
65770	Revise Cornea w/implant	\$1,850.00	+ implant
65780	Amniotic Membrane Transplanation	\$1,850.00	+ implant
65815	Paracentesis of Anterior Chamber	\$825.00	
66180	Aqueous Shunt	\$1,650.00	+ implant
66185	Revision of Shunt	\$1,350.00	
66250	Revision of Wound, Eye	\$1,250.00	
66680	Repair Iris, Ciliary Body	\$1,550.00	
66710	Trabeculectomy	\$1,400.00	
66761	Revision of Iris	\$1,250.00	
66821	Yag Laser	\$825.00	

66825	Reposition Intraocular Lens	\$1,350.00	
66840	Removal of Lens Material	\$1,100.00	
66982	Cataract	\$1,800.00	
66984	Cataract	\$1,800.00	
66985	Insert Lens Prosthesis	\$1,800.00	
66986	Exchange Lens Prosthesis	\$1,800.00	
67311	Revise Eye Muscle	\$630.00	
67312	Strabismus Surgery	\$2,450.00	
67314	Revise Eye Muscle	\$850.00	
67335	Eye Suture during Surgery	\$250.00	
67412	Explore/Treat Eye Socket	\$2,100.00	
67413	Explore/Treat Eye Socket	\$2,300.00	
67560	Revise Eye Socket Implant	\$1,600.00	
67700	Drainage of Eyelid Abscess	\$1,050.00	
67808	Remove Eyelid Chalazion	\$825.00	
67830	Correction of Trichiasis	\$950.00	
67840	Removal eyelid lesion, NOS	\$825.00	
67875	Closure of Eyelid by Suture	\$850.00	
67880	Revision of Eyelid	\$1,100.00	
67900	Repair Brow Ptosis Direct	\$1,150.00	2450 endoscopic
67902	Repair Eyelid Defect	\$1,250.00	
67904	Blepharoplasty	\$1,350.00	
67911	Revise eyelid Defeat	\$1,250.00	
67912	Correction of Lid Retraction	\$1,350.00	+ implant
67916	Repair Eyelid Defect	\$1,350.00	
67921	Entropion Repair	\$1,350.00	+ implant
67924	Repair Eyelid Defect, Tarsal Strips	\$1,450.00	
67930	Repair Eyelid Wound	\$1,050.00	
67950	Canthoplasty	\$1,200.00	
67961	Revision of Eyelid	\$1,200.00	
67966	Revision of Eyelid	\$1,200.00	
67973	Reconstruction of Eyelid, one stage or first stage	\$1,250.00	
67975	Reconstruction of Eyelid, second stage	\$1,100.00	
68020	Incise/Drain eyelid lining	\$825.00	
68320	Revise/Graft Eyelid Lining	\$1,100.00	
68326	Revise/Graft Eyelid Lining, reconstruction	\$1,000.00	
68700	Repair Tear Ducts	\$1,100.00	+ implant
68720	Create Tear Sac	\$1,100.00	+ implant
68750	Create Tear Duct	\$1,100.00	+ implant
68815	Probe Nasolacrimal Duct	\$1,250.00	+ implant
69300	Revise external ear	\$1,580.00	
69310	Rebuild outer ear canal	\$3,000.00	

Supplies/Implants/Injectables: Invoice Cost + 15%

SECTION XXIV. REVIEW CRITERIA RELATING TO FINANCIAL FEASIBILITY (FIN)

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

Does the applicant (or the entity that is responsible for financing the project or is responsible for assuming the applicant's debt obligations in case of default) have a bond rating of "A" or better? Yes No XX

If yes is indicated, submit proof of the bond rating of "A" or better (that is less than two years old) from Fitch's, Moody's or Standard and Poor's rating agencies and go to Section XXX. If no is indicated, submit the most recent three years' audited financial statements including the following:

- | | | | |
|----|------------------|----|------------------------------|
| 1. | Balance sheet | 3. | Change in fund balance |
| 2. | Income statement | 4. | Change in financial position |

APPEND THE REQUIRED DOCUMENTS AS ATTACHMENT FINANCIALS AND PLACE AFTER ALL OTHER APPLICATION ATTACHMENTS INCLUDING THE REMAINING ATTACHMENTS FOR THIS SECTION AND FOR SECTION XXX.

A. Criterion 1120.210.a, Financial Viability

1. Viability Ratios

If proof of an "A" or better bond rating has not been provided, read the criterion and complete the following table providing the viability ratios for the most recent three years for which audited financial statements are available. Category B projects must also provide the viability ratios for the first full fiscal year after project completion or for the first full fiscal year when the project achieves or exceeds target utilization (per Part 1100), whichever is later.

Provide Data for Projects Classified as:	Category A or Category B (last three years)			Category B
Enter Historical and/or Projected Years:	2004	2005	2006	2009
Current Ratio	21.00	27.23	4.82	
Net Margin Percentage	16.56	33.14	48.03	
Percent Debt to Total Capitalization	25.20%	18.68%	48.03%	
Projected Debt Service Coverage	5.15	13.89	(0.11)	
Days Cash on Hand	(50.74)	171.60	147.16	
Cushion Ratio	.33	5.39	1.86	

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. Insert the worksheets after this page.

2. Variance

Compare the viability ratios provided to the Part 1120 Appendix A review standards. If any of the standards for the applicant or for any co-applicant are not met, provide documentation that a person or organization will assume the legal responsibility to meet the debt obligations should the applicant default. The person or organization must demonstrate compliance with the ratios in Appendix A when proof of a bond rating of "A" or better has not been provided.

APPEND DOCUMENTATION AS ATTACHMENT FIN-1 AFTER THE LAST PAGE OF THIS SECTION.

B. Criterion 1120.210.b, Availability of Funds

If proof of an "A" or better bond rating has not been provided, read the criterion and document that sufficient resources are available to fund the project and related costs including operating start-up costs and operating deficits. Indicate the dollar amount to be provided from the following sources:

_____ Cash & Securities
Provide statements as to the amount of cash/securities available for the project. Identify any security, its value and availability of such funds. Interest to be earned or depreciation account funds to be earned on any asset from the date of application submission through project completion are also considered cash.

_____ Pledges
For anticipated pledges, provide a letter or report as to the dollar amount feasible showing the discounted value and any conditions or action the applicant would have to take to accomplish goal. The time period, historical fund raising experience and major contributors also must be specified.

_____ Gifts and Bequests
Provide verification of the dollar amount and identify any conditions of the source and timing of its use.

\$6,521,958 Debt Financing (indicate type(s) LEASE AND LOAN (EACH AS BROKEN OUT)
\$1,100,000

For general obligation bonds, provide amount, terms and conditions, including any a ntici
For revenue bonds, provide amount, terms and conditions and proof of securing the specified amount;
For mortgages, provide a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated;
For leases, provide a copy of the lease including all terms and conditions of the lease including any purchase options.

_____ Governmental Appropriations
Provide 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, provide a resolution or other action of the governmental unit attesting to such future funding.

_____ Grants
Provide a letter from the granting agency as to the availability of funds in terms of the amount, conditions, and time or receipt.

\$201,178 Other Funds and Sources (**Value of Equipment at Existing Facility**)
Provide verification of the amount, terms and conditions, and type of any other funds that will be used for the project.

\$7,823,136 TOTAL FUNDS AVAILABLE

APPEND DOCUMENTATION AS ATTACHMENT FIN-2 AFTER THE LAST PAGE OF THIS SECTION.

C. Criterion 1120.210.c, Operating Start-up Costs

If proof of an "A" or better bond rating has not been provided, indicate if the project is classified as a Category B project that involves establishing a new facility or a new category of service? Yes No . If yes is indicated read the criterion and provide in the space below the amount of operating start-up costs (the same as reported in Section I of this application) and provide a description of the items or components that comprise the costs. Indicate the source and amount of the financial resources available to fund the operating start-up costs (including any initial operating deficit) and reference the documentation that verifies sufficient resources are available.

Operating start-up costs: \$0. This project involves relocation of an existing facility; therefore, no start-up salary, benefit or supply costs will be incurred.

SOUTHWESTERN MEDICAL CENTER, LLC
D/B/A MAGNA SURGICAL CENTER
COMPUTATION OF VIABILITY RATIOS.

<u>Work Sheet for Computation of Viability Ratios:</u>			
	Yr 2006	Yr 2005	Yr 2004
Cash	515,838	475,973	(151,815)
Investments/Dues	210,384	153,049	196,329
Current Assets	2,142,721	2,695,994	1,316,644
Current Liabilities	444,207	99,008	62,683
Debt (Long term and Short term)	385,393	98,685	122,559
Capital	416,987	429,487	363,737
Net Revenue	3,214,155	4,844,152	4,130,302
Operating Expense	1,329,985	1,176,174	1,341,448
Depreciation **	50,515	163,751	249,261
Earnings before Interest and Taxes	(44,319)	1,622,730	696,170
Interest Expense	5,196	18,107	12,639
Net Income/Profit	(28,316)	1,605,441	683,974
** Depreciation figure is an estimate for 2007			
Current Ratio (Current Assets/Current Liabilities)	4.82	27.23	21.00
Net Margin % (Net Income/Net Revenue)	-0.88%	33.14%	16.56%
% Debt to Total Capitalization (Debt/Debt+Capital)	48.03%	18.68%	25.20%
Debt Service Coverage Ratio (Earnings before Interest&Tax/Debt (Interest+Principal))	(0.11)	13.89	5.15
Cushion Ratio (Cash & Investments/Maximum debt service)	1.86	5.39	0.33
Days Cash on hand (Cash/(Operating Expenses-depreciation/365))	147.16	171.60	(50.74)

Magna Health Systems, LLC

409 W Huron Street
Suite 301
Chicago, IL 60610.
Ph: 312-787-7372
Fax 312-787-3194
E-Mail: mrampalli@magnasys.com

May 23, 2007

Jeffrey Mark
Executive Secretary
525 W. Jefferson, 2nd Floor
Springfield, IL 62761

Re: Southwestern Medical Center, LLC Financial Statements

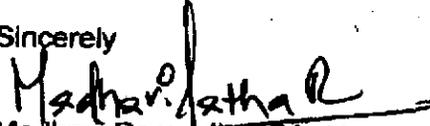
Dear Mr. Mark,

I am the Chief Financial Officer of Magna Health Systems, LLC and its affiliates. I prepared the attached financial statements for 2004, 2005, and 2006 and well as the annualized statements for 2007 for Southwestern Medical Center, LLC. I am a registered certified public accountant. As is common for companies that are not subject to a legal requirement to do so, Southwestern Medical Center, LLC does not retain a third-party firm to audit its financial statements. In preparing the financial statements, I have consulted with company management and, to the best of my knowledge, the financial statements are true and correct.

Regarding the financial statements, in 2006, a large approximately \$950,000 contractual adjustment pertaining to services in 2005 was recorded in 2006 having a substantial impact on ratios. Further, four duplicative rent payments were made in 2006 but the adjustment was not reflected until this year. A few other non-recurring extraordinary expenses in 2006 also caused irregular financial performance.

I can be reached at 312-787-7372 if you've any questions concerning the Financial Statements.

Sincerely


Madhavi Rampatti, CPA

1120.210.a. Financial Viability

There is no entity meeting the variance which is willing or obligated to assume legal responsibility for debt obligations in the event of default. That said, as demonstrated by the US Bank letter, Southwestern Medical Center is creditworthy and financially viable.

ATTACHMENT FIN-1



Private Client Group

May 23, 2007

To Whom It May Concern:

Southwestern Medical Center, LLC has been a valued customer of U.S. Bank for many years. It has a secured working line of credit with U.S. Bank, which is available to Southwestern Medical Center, LLC to purchase equipment and for other capitalized expenditures in connection with the relocation of its surgery center.

U.S. Bank, the sixth largest commercial bank in the United States, is a subsidiary of U.S. Bancorp. U.S. Bancorp has assets of approximately \$221 billion, operates 2,498 banking offices and provides a comprehensive line of banking, brokerage, insurance, investment, mortgage, trust and payment services products to consumers, business and institutions.

U.S. Bank engages in profitable yet safe lending. The process U.S. Bank undertakes to consider financing to southwestern Medical Center LLC and other clients is rigorous. U.S. Bank policies include ongoing monitoring of a client's financial statements. Southwestern Medical Center LLC has a solid track record for making its payments in a timely manner to U.S. Bank.

As such U.S. Bank is interested in providing future financing to Southwestern Medical Center LLC for its proposed surgery center relocation provided that future financial statements being provided are acceptable to U.S. Bank

Southwestern Medical Center LLC has a secured one-year line of credit. Interest is payable monthly at Prime plus margin. It is anticipated that this line of credit could be increased to pay the cost for the surgery center relocation.

The above terms and conditions do not represent a commitment by the Bank to lend money. The pricing and terms included in this outline are for discussion purposes only and do not represent any commitment to lend money. The bank has not approved to date or been asked to lend any additional funds. This document is intended to serve as an outline to facilitate initial discussions for the proposed financing opportunity.

Sincerely,

Maik Reinertsen
Vice President
Private Client Group
(312) 325-8916



Jeffrey Mark
Executive Secretary
525 W. Jefferson, 2nd Floor
Springfield, Ill. 62761

May 21, 2007

Dear Mr. Mark:

Wise, Incorporated is developing the building that will house the relocated ASTC for Southwestern Medical Center, LLC at 7456 S. State Road in Bedford Park, Illinois.

The building has not yet been constructed. The present structure on the site will be demolished and the site redeveloped for the ASTC. Wise, Incorporated anticipates that the construction cost for the establishment of the planned ASTC will be \$6,521,958.

These costs have been broken down below. The ASTC will comprise 14,298 gross square feet of the building; this is 48% of the total building. The building costs have been allocated accordingly on a pro-rata basis below.

Preplanning Costs	\$ 72,000
Site Survey/Soil Investigation	\$ 14,400
Site Preparation	\$ 453,650
Tenant Improvements	\$2,400,000
Core & Shell	\$2,181,858
Contingencies	\$ 458,185
Architectural Fees	\$ 329,865
Consulting Fees	\$ 144,000
Interest Expense	\$ 468,000

These costs are estimated based on past projects, anticipated building finishes and design requirements from the tenants and City of Bedford Park.

Stephen R. Lowry
Wise, Incorporated

A handwritten signature in black ink, appearing to read 'Stephen R. Lowry', written over a horizontal line.

SUBSCRIBED AND SWORN
BEFORE ME THIS 24th DAY
OF MAY, 2007

T. Ann McLeod
Notary Public

My commission expires on: 11-18-08

SECTION XXV. REVIEW CRITERIA RELATING TO ECONOMIC FEASIBILITY (ECON)

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

A. Criterion 1120.310.a, Reasonableness of Financing Arrangements

Is the project classified as a Category B project? Yes No . If no is indicated this criterion is not applicable. If yes is indicated, has proof of a bond rating of "A" or better been provided? Yes No . If yes is indicated this criterion is not applicable, go to item B. If no is indicated, read the criterion and address the following:

Are all available cash and equivalents being used for project funding prior to borrowing? Yes No

If no is checked, provide a notarized statement signed by two authorized representatives of the applicant entity (in the case of a corporation, one must be a member of the board of directors) that attests to the following:

1. a portion or all of the cash and equivalents must be retained in the balance sheet asset accounts in order that the current ratio does not fall below 2.0 times; or
2. 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.

APPEND DOCUMENTATION AS ATTACHMENT ECON-1 AFTER THE LAST PAGE OF THIS SECTION.

B. Criterion 1120.310.b, Conditions of Debt Financing

Read the criterion and provide a notarized statement signed by two authorized representatives of the applicant entity (in the case of a corporation, one must be a member of the board of directors) that attests to the following as applicable:

1. The selected form of debt financing the project will be at the lowest net cost available or if a more costly form of financing is selected, that form is more advantageous due to such terms as prepayment privileges, no required mortgage, access to additional debt, term (years) financing costs, and other factors;
2. All or part of the project involves the leasing of equipment or facilities and the expenses incurred with such leasing are less costly than constructing a new facility or purchasing new equipment.

APPEND DOCUMENTATION AS ATTACHMENT ECON-2 AFTER THE LAST PAGE OF THIS SECTION.

C. Criterion 1120.310.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

2. For each piece of major medical equipment included in the proposed project, the applicant must certify one of the following: **NOT APPLICABLE**
- that the lowest net cost available has been selected; or
 - that the choice of higher cost equipment is justified due to such factors as, but not limited to, maintenance agreements, options to purchase, or greater diagnostic or therapeutic capabilities.

APPEND DOCUMENTATION AS ATTACHMENT ECON-3 AFTER THE LAST PAGE OF THIS SECTION.

3. List the items and costs included in preplanning, site survey, site preparation, off-site work, consulting, and other costs to be capitalized. If any project line item component includes costs attributable to extraordinary or unusual circumstances, explain the circumstances and provide the associated dollar amount. When fair market value has been provided for any component of project costs, submit documentation of the value in accordance with the requirements of Part 1190.40.

APPEND DOCUMENTATION AS ATTACHMENT ECON-4 AFTER THE LAST PAGE OF THIS SECTION.

D. Criterion 1120.310.d, Projected Operating Costs

Read the criterion and provide in the space below the facility's projected direct annual operating costs (in current dollars per equivalent patient day or unit of service, as applicable) for the first full fiscal year of operation after project completion or for the first full fiscal year when the project achieves or exceeds target utilization pursuant to 77 Ill. Adm. Code 1100, whichever is later. If the project involves a new category of service, also provide the annual operating costs for the service. Direct costs are the fully allocated costs of salaries, benefits, and supplies. Indicate the year for which the projected operating costs are provided.

E. Criterion 1120.310.e, Total Effect of the Project on Capital Costs

Is the project classified as a category B project? Yes No . If no is indicated, go to item F. If yes is indicated, provide in the space below the facility's total projected annual capital costs as defined in Part 1120.130.f (in current dollars per equivalent patient day) for the first full fiscal year of operation after project completion or for the first full fiscal year when the project achieves or exceeds target utilization pursuant to 77 Ill. Adm. Code 1100, whichever is later. Indicate the year for which the projected capital costs are provided.

F. Criterion 1120.310.f, Non-patient Related Services **NOT APPLICABLE**

Is the project classified as a category B project and involve non-patient related services? Yes No . If no is indicated, this criterion is not applicable. If yes is indicated, read the criterion and document that the project will be self-supporting and not result in increased charges to patients/residents or that increased charges are justified based upon such factors as, but not limited to, a cost benefit or other analysis that demonstrates the project will improve the applicant's financial viability.

APPEND DOCUMENTATION AS ATTACHMENT ECON-5 AFTER THE LAST PAGE OF THIS SECTION.

Projected Operating Cost: \$1,894,650 Cost / 3902 procedures = \$485.56 per procedure

Projected Capital Cost: \$1,100,000 Expense / 3902 procedures = \$281.90 per procedure

Southwestern Medical Center, LLC
dba Magna Surgical Center
9831 South Western Avenue
Chicago, Illinois 60643

May 24, 2007

Illinois Health Facilities Planning Board
525 W. Jefferson, 2nd Floor
Springfield, IL 62761

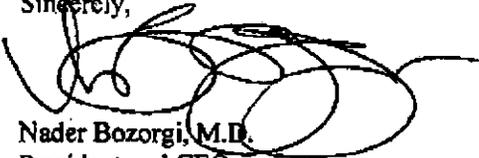
Re: Attestation Relating to Debt Arrangements

To Whom It May Concern:

Pursuant to this letter, I attest on behalf of the Applicant, Southwestern Medical Center, LLC, that given the benefits that the selected form of debt financing offers, it is the lowest net cost available. Further, part of the project involves the leasing of real estate and the expenses incurred with such leasing are less costly than developing and owning real estate for the Center.

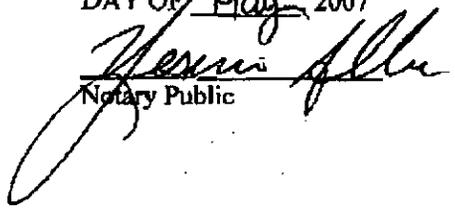
The selected form of debt financing for the proposed project will result in the lowest net cost available to the co-applicants. A portion or all of the cash or equivalents will be retained in the balance sheet asset accounts to maintain a cushion ratio above 2.0.

Sincerely,



Nader Bozorgi, M.D.
President and CEO

SUBSCRIBED & SWORN
BEFORE ME THIS 24
DAY OF May, 2007


Notary Public



ECON 122

C. Reasonableness of Project and Related Costs

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE

Department (list below)	A	B	C	D	E	F	G	H	Total Cost
	Cost/Sq. Ft.		Gross Sq. Ft.		Gross Sq. Ft.		Cost. \$	Mod. \$	
	New	Mod.	New.	Circ. ¹	Mod.	Circ. ¹	(AxC)	(BxE)	G+H
ASTC	\$167.86	-	11,868	2,430	-	-	\$1,992,162	-	\$1,992,162
Contingency	\$16.79	-	11,868	2,430	-	-	\$199,263	-	\$199,263
Totals	\$184.65	-	11,868	2,430	-	-	\$2,191,425	-	\$2,191,425

¹ Includes the percentage (%) of space for circulation (17%)

SOUTHWESTERN MEDICAL CENTER, LLC

INCOME STATEMENT FOR 12 MONTHS ENDING DEC 31, 2006, 2005, 2004 (ACTUAL) - ACCRUAL BASIS
(UNAUDITED)

	12/31/2006	12/31/2005	12/31/2004
REVENUES:			
FEES - INSURANCE	5,751,692	5,373,839	4,394,511
LESS: CONTRACTUAL & INS. ADJUSTMENTS	(1,811,783)	(609,667)	(427,434)
LESS: PRIOR YR CONTR. & INS. ADJUSTMENTS	(951,605)	(136,155)	(95,030)
FEES - ANESTHESIA	225,851	216,135	258,255
NET REVENUES - A	3,214,166	4,844,152	4,130,302
DIRECT COSTS:			
SALARIES - OR/RR/REGISTRY	518,869	418,102	397,940
PAYROLL TAXES EXPENSE	65,607	57,568	55,871
TEMPORARY NURSING SERVICE	20,985	51,706	115,839
CLINICAL SUPPLIES & PHARMACEUTICALS	1,013,588	1,062,149	1,054,144
MEDICAL GASES	3,757	5,537	6,934
LAB FEES	10	1,540	1,419
LAUNDRY	26,186	27,440	29,718
CREDIT CARD CHARGES	1,639	1,152	541
INSURANCE - MALPRACTICE (NOTE)	209,330	233,550	155,700
TELEPHONE DICTATION	10,358	12,222	13,014
SCAVENGER - MEDICAL	5,368	6,139	5,482
REFRESHMENTS	2,257	4,392	6,617
TOTAL DIRECT COSTS - B	1,877,974	1,881,497	1,843,221
GROSS PROFIT - C = A - B	1,336,181	2,962,655	2,287,081
GENERAL AND ADMINISTRATIVE EXPENSES:			
SALARY - ADMINISTRATOR	81,047	57,857	125,988
SALARIES - BUSINESS OFFICE	223,440	238,000	212,898
SALARIES - MARKETING	115,686	67,234	45,696
SALARIES - OFFICERS	7,692	4,007	5,030
SALARIES - CLEANING / SUPPLIES	27,300	32,760	30,030
JANITORIAL SERVICE	32,630	3,553	5,187
BUSINESS DEVELOPMENT	49,680	104,696	60,823
BAD DEBTS	300		499
NSF CHECKS	89,838	90,890	72,466
REPAIRS AND MAINTENANCE	3,540	18,868	19,731
EQUIPMENT RENTAL	221,184	183,620	183,620
RENT	2,490		8,745
401 (K) ER CONTRIB	1,747	3,988	4,148
PR SERVICE	11,786	1,392	30,840
CONSULTANTS	1,399	1,399	1,500
INDEPENDENT CONTRACTORS	24,818	4,078	4,719
LEGAL & ACCOUNTING FEES	9,261	6,572	3,412
BANK FEES			

SOUTHWESTERN MEDICAL CENTER, LLC

INCOME STATEMENT FOR 12 MONTHS ENDING DEC 31, 2006, 2005, 2004 (ACTUAL) - ACCRUAL BASIS
(UNAUDITED)

	12/31/2006	12/31/2005	12/31/2004
EDUCATION & SEMINARS	1,049	1,045	385
MEDICAL EXEC. COMMITTEE MEETINGS		845	1,636
DUES & SUBSCRIPTIONS	865	761	3,539
LICENSES & PERMITS	6,885	710	783
LATE CHARGES/PENALTY	294	705	2,182
OFFICE SUPPLIES & EXPENSE	33,613	26,230	23,860
COMPUTER EXPENSE	10,787	5,005	3,137
MANAGEMENT FEES	272,039	296,040	380,424
AP REVERSALS/PRIOR YR CHANGES		(101,828)	
INSURANCE - GENERAL WC & D&O	25,123	39,584	43,509
INSURANCE - HEALTH	34,830	42,352	28,975
MEDICAL DIRECTORS' FEE	12,000	12,000	
POSTAGE & DELIVERY	1,776	1,378	5,791
TAXES - SALES AND USE (PD TO VENDOR)		128	1,952
PRINTING & BROCHURES	3,742	5,763	6,591
FREIGHT	901	584	537
SECURITY SERVICE	17,365	21,934	11,196
TELEPHONE	1,333		
DONATIONS	2,870	1,444	9,277
TRAVEL	2,062	3,000	2,361
PARKING			
TOTAL GENERAL & ADMINISTRATIVE EXPENSES - D	1,329,965	1,176,174	1,341,448
EARNINGS BEFORE INTEREST, DEPRECIATION, TAXES AND AMORTIZATION - EBDITA - E = C-D	6,196	1,786,481	946,833
DEPRECIATION			
AMORTIZATION EXPENSE	50,515	163,751	249,261
TOTAL DEPRECIATION & AMORTIZATION EXPENSE - F	50,515	163,761	249,463
EARNINGS BEFORE INTEREST AND TAXES - EBIT - G = E-F	(44,319)	1,622,730	696,170
INTEREST (INCOME) EXPENSE			
INTEREST INCOME	(21,199)	(818)	(443)
INTEREST EXPENSE	5,196	18,107	12,639
INCOME TAXES			
TOTAL INTEREST (INCOME) EXPENSES - H	(16,003)	17,289	12,196
NET INCOME (LOSS) - I = G-H	(28,316)	1,605,441	683,974

SOUTHWESTERN MEDICAL CENTER, LLC

**BALANCE SHEET AS OF DEC 31, 2006, 2005, 2004 (ACTUAL) - ACCRUAL BASIS
(UNAUDITED)**

	12/31/2006	12/31/2005	12/31/2004
ASSETS :			
CURRENT ASSETS:			
CASH AND CASH EQUIVALENTS	515,838	475,973	(151,815)
ACCOUNTS RECEIVABLE	1,103,836	1,855,642	1,270,130
PREPAID INSURANCE	310,863	209,330	-
INVENTORY	-	-	-
OTHER RECEIVABLES	2,000	2,000	2,000
	1,932,337	2,542,945	1,120,316
LOANS RECEIVABLE :			
DUE FROM OTHER AFFILIATES	210,384	153,049	196,329
TOTAL LOANS RECEIVABLE	210,384	153,049	196,329
TOTAL CURRENT ASSETS	2,142,721	2,695,994	1,316,644
PROPERTY & EQUIPMENT:			
CLINICAL EQUIPMENT	1,911,674	1,911,674	1,746,827
COMPUTER HARDWARE	9,971	9,971	9,971
FURNITURE & FIXTURES	154,591	154,591	153,381
TELEPHONE EQUIPMENT	24,516	15,499	15,499
LEASEHOLD IMPROVEMENTS	32,825	32,825	32,825
LESS : DEPRECIATION & AMORTIZATION	(2,031,884)	(1,981,369)	(1,817,618)
NET PROPERTY & EQUIPMENT	101,693	143,191	140,888
ORGANIZATION & AMORTIZATION COSTS			
ORGANIZATION COSTS	30,727	30,727	30,727
LESS : AMORTIZATION	(30,726)	(30,726)	(30,728)
NET ORGANIZATION COSTS	0	0	0
TOTAL ASSETS	2,244,414	2,839,185	1,467,630
LIABILITIES:			
CURRENT LIABILITIES:			
ACCOUNTS PAYABLE	83,230	105,364	19,270
CONTRACTUAL REBATES	31,677	(26,729)	25,361
ACCRUED WAGES	18,905	20,839	18,518
OTHER ACCRUED EXPENSES	-	-	-
RENT PAYABLE	-	-	-
BANK LINE OF CREDIT	310,396	(466)	(466)
DUE TO SWEQ HOLDINGS, INC.	-	-	-
DUE TO M.H.S.	-	-	-
DUE TO OTHER AFFILIATES	-	-	-
OTHER CURRENT LIABILITIES	-	-	-
TOTAL CURRENT LIABILITIES	444,207	99,008	62,683
NOTE PAYABLE - ALCON	74,996	99,152	123,026
TOTAL LONG TERM LIABILITIES	74,996	99,152	123,026
SHAREHOLDERS' EQUITY:			
CAPITAL - INSTITUTIONAL MEMBER	234,112	234,112	234,112
CAPITAL - PHYSICIANS	182,875	195,375	129,625
CURRENT YR SHAREHOLDER DISTRIBUTIONS	(874,999)	(307,452)	(514,635)
NET PROFIT/(LOSS) FOR THE PERIOD	(28,316)	1,605,441	683,974
RETAINED EARNINGS (DEFICIT)	2,211,539	913,550	738,846
TOTAL SHAREHOLDERS' EQUITY	1,726,211	2,641,026	1,271,922
TOTAL LIABILITIES & SHAREHOLDER' EQUITY	2,244,414	2,839,185	1,467,630
FINANCIAL VIABILITY RATIOS:			
CURRENT RATIO (Current Assets/ Current Liabilities)	4.82	27.23	21.00
NET MARGIN % (Net Income/Net Revenue)	-0.88%	33.14%	16.56%
% DEBT TO TOTAL CAPITALIZATION (Debt/Debt+Capital)	48.03%	18.68%	25.20%
DEBT SERVICE COVERAGE RATIO (EBIT/Interest+Principal)	(0.11)	13.89	5.15
CUSHION RATIO (Cash+Dues/Debt+Interest)	1.86	5.39	0.33
DAYS CASH ON HAND (Cash/Operating Expenses-Depreciation)/365)	147.16	171.60	(50.74)