



161 N. Clark Street, Suite 4200, Chicago, IL 60601-3316 • 312.819.1900

14-034

September 5, 2014

Anne M. Cooper
(312) 873-3606
(312) 276-4317 Direct Fax
acooper@polsinelli.com

Via Hand Delivery

RECEIVED

SEP 05 2014

HEALTH FACILITIES &
SERVICES REVIEW BOARD

Mr. Michael Constantino
Project Reviewer
Illinois Health Facilities and Services Review
Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Re: Hinsdale Surgical Center (Proj. No. 14-034)

Dear Mr. Constantino:

This letter is written in connection with the above referenced project, Hinsdale Surgical Center. As a result of ongoing negotiations for the 12 Salt Creek Lane property, the landlord has agreed to significantly increase the tenant improvement allowance, resulting in a substantial reduction in the amount of funds that the operator will need to borrow. Importantly, there has been no increase in project costs, only a change in the sources of funds. Accordingly, we have revised the application to increase the tenant improvement allowance and reduce that portion of the project that will be funded through a loan.

As stated in the CON application, the purpose of this project is to relocate the existing surgery center to a modern state of the art facility. The current term of the lease for the existing surgery center will expire on October 31, 2015, and the Applicants do not desire to renew it due to building deficiencies previously discussed in the CON application. In addition to the building deficiencies, the surgery center is currently located in a medical office building, which is in the Salt Creek flood plain and prone to flooding. In each of the last four years, surgery center operations have been impeded several times due to flooding. Additionally, the vacuum pump failed earlier this summer and resulted in cancelation of surgical procedures. While the vacuum pump was fixed, this is temporary solution, and it must eventually be replaced. The tenant improvement allowance provided by the 12 Salt Creek Lane landlord will allow the Applicants to upgrade the surgery center at a very reasonable rate. Accordingly, the Applicants have elected to relocate the surgery center to a modern facility that will better accommodate their patients' needs.



Mr. Michael Constantino
September 5, 2014
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Additionally, subsequent to the filing of the Hinsdale Surgical Center application, we have received additional physician referral letters, which are included with this letter.

In connection with the above matters, enclosed please find the following materials:

- Updated Project Costs and Sources of Funds schedule;
- Updated Itemized Project Costs and Sources of Funds schedule (Attachment – 7);
- Updated Availability of Funds schedule;
- Revised letter of intent from MedProperties; and
- Loan commitment from Bank of America; and

Thank you for your time and attention to this matter. If you have any questions regarding any of the materials submitted, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Anne M. Cooper".

Anne M. Cooper

Attachments

Project Costs and Sources of Funds

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

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs			
Site Survey and Soil Investigation			
Site Preparation			
Off Site Work			
New Construction Contracts			
Modernization Contracts	\$3,143,483	\$655,169	\$3,798,652
Contingencies	\$281,359	\$58,641	\$340,000
Architectural/Engineering Fees	\$48,800	\$10,170	\$58,970
Consulting and Other Fees			
Movable or Other Equipment (not in construction contracts)	\$485,000	\$115,000	\$600,000
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space or Equipment	\$3,300,862	\$687,970	\$3,988,832
Other Costs To Be Capitalized ¹	\$581,934	\$121,287	\$703,221
Acquisition of Building or Other Property (excluding land)			
TOTAL USES OF FUNDS	\$7,841,438	\$1,648,237	\$9,489,675
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities ²	\$3,431,750	\$715,250	\$4,147,000
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages	\$526,892	\$123,730	\$650,622
Leases (fair market value)	\$3,300,862	\$687,970	\$3,988,832
Governmental Appropriations			
Grants			
Other Funds and Sources	\$581,934	\$121,287	\$703,221
TOTAL SOURCES OF FUNDS	\$7,841,438	\$1,648,237	\$9,489,675
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT-7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

¹ Net Book Value of Equipment to be transferred to Replacement ASTC

² Tenant Improvement Allowance of \$4,147,000

Section I, Identification, General Information, and Certification
Project Costs and Sources of Funds

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Modernization Contracts	\$3,143,483	\$655,169	\$3,798,652
Contingencies	\$281,359	\$58,641	\$340,000
Architectural & Engineering	\$48,800	\$10,170	\$58,970
Equipment			
Furniture	\$0	\$70,000	\$70,000
Nurse Call System	\$160,000	\$0	\$160,000
Signage	\$0	\$7,000	\$7,000
Security	\$0	\$8,000	\$8,000
Cubical Curtains	\$15,000	\$0	\$15,000
Computer Equipment	\$0	\$30,000	\$30,000
OR Lights	\$110,000	\$0	\$110,000
Washer Disinfecter	\$50,000	\$0	\$50,000
Video Cart/Equipment	\$150,000	\$0	\$150,000
Total Equipment	\$485,000	\$115,000	\$600,000
Fair Market Value of Leased Space	\$3,300,862	\$687,970	\$3,988,832
Other Costs to be Capitalized			
Net Book Value of Existing Equipment	\$581,934	\$121,287	\$703,221
TOTAL USES OF FUNDS	\$7,841,438	\$1,648,237	\$9,489,675
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities			
Tenant Improvement Allowance	\$3,431,750	\$715,250	\$4,147,000
Loan	\$526,892	\$123,730	\$650,622
Leases (fair market value)	\$3,300,862	\$687,970	\$3,988,832
Other Funds and Sources			
Net Book Value of Existing Equipment	\$581,934	\$121,287	\$703,221
TOTAL SOURCES OF FUNDS	\$7,841,438	\$1,648,237	\$9,489,675

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

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

VIII. - 1120.120 - Availability of Funds

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

<u>\$4,147,000</u>	a) Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to: <ol style="list-style-type: none"> 1) the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and 2) interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion;
_____	b) Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated time table of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.
_____	c) Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;
<u>\$4,639,454</u>	d) Debt – a statement of the estimated terms and conditions (including the debt time period, variable or permanent interest rates over the debt time period, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including: <ol style="list-style-type: none"> 1) For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated; 2) For revenue bonds, proof of the feasibility of securing the specified amount and interest rate; 3) For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc.; 4) For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment; 5) For any option to lease, a copy of the option, including all terms and conditions.
_____	e) Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent;
_____	f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;
<u>\$703,221</u>	g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.
<u>\$9,489,675</u>	TOTAL FUNDS AVAILABLE

Section VIII
Criterion 1120.120, Availability of Funds

1. Attached at Attachment – 36A is a commitment letter from Bank of America to finance a portion of the Replacement ASTC.
2. Attached at Attachment – 36B is the letter of intent for the lease between Hinsdale Surgical Center and MedProperties Group.
3. No equipment will be leased as part of this project. Accordingly, this criterion is no applicable.

Bank of America



September 4, 2014

Hinsdale Surgical Center, LLC
c/o United Surgical Partners International, Inc
15305 Dallas Pkwy Suite 1600
Addison, TX 75001
Attn: Ames Hutton

Re: The proposal letter issued by Banc of America Leasing & Capital, LLC to Hinsdale Surgical Center, LLC dated August 25, 2014 (the "Proposal Letter")

Dear Ames,

Banc of America Leasing & Capital, LLC ("BALC") is pleased to confirm its willingness to proceed with the transaction with Hinsdale Surgical Center, LLC ("Debtor") as set forth in the Proposal Letter and subject to the following:

DOCUMENTATION: Debtor shall execute and deliver all transaction documents, in form and substance satisfactory to BALC, and satisfy all conditions required by BALC.

USA PATRIOT ACT COMPLIANCE: All financial institutions are required by Federal Law to obtain, verify and record information that identifies each customer who opens an account with us. When you open an account with us, we will ask you for your name, address and other information that will allow us to identify you, such as documents evidencing legal status and formation, taxpayer identification number and date of birth (if applicable).

APPROVAL AMOUNT: An amount not to exceed \$700,000.00 ("BALC's Cost") which may with BALC's prior consent include soft costs such as freight, installation and taxes paid up-front by BALC not exceeding 20% of the BALC's Cost, but may not exceed the fair market value of the Equipment. BALC's Cost for used Equipment may be subject to verification by an independent third party appraiser at Lessee's expense.

UTILIZATION PERIOD EXPIRATION DATE: The latest date for any funding shall be March 31, 2015.

REVISED CONDITIONS TO PROPOSAL LETTER: Progress Payment Agreement, Priority Payment Agreement and Medicare License

PREVAILING
Approval Letter (short) LSE-LIS 3-02

Page 1 of 2

Attachment - 36A

CONDITIONS: The terms and conditions of the Proposal Letter, by reference, are incorporated herein. If there is a conflict between any terms or conditions of the Proposal Letter and this approval, the terms and conditions of this approval shall govern.

The commitment of BALC to enter into this transaction is based on the current business, management, and financial condition of Debtor and Guarantors, if any. Accordingly, this approval is further subject to the condition that there does not occur any material adverse change in the business, current management, or financial condition of Debtor or any Guarantor, in BALC's sole determination.

This letter is subject to the internal laws of the State of Rhode Island, is intended solely for the benefit of Debtor, and may be amended only in a writing signed by BALC.

Please acknowledge your acceptance of the terms and conditions of this approval and return it to my attention no later than ten (10) business days after the date hereof. If BALC is not in receipt of your acceptance by that date, the approval set forth herein will terminate. My address is:

Banc of America Leasing & Capital, LLC
2059 Northlake Parkway, 3 North
Tucker, GA 30084

Thank you for allowing Banc of America Leasing & Capital, LLC to make this transaction available to you. If you have any questions, please do not hesitate to call me at 678-287-2877.

Sincerely,

Tonya Sherman

Contracts Officer

cc: Shannon Clouse, SVP

Hinsdale Surgical Center, LLC hereby agrees to the terms and conditions set forth herein.

By: _____

Printed Name: _____

Title: _____

Date: _____



MedProperties

August 27, 2014

Via: **Electronic Mail**

Mr. Gary M. Fazio
Vice Chairman
CBRE, Inc.
750 Commerce Drive, Suite 550
Oak Brook, Illinois 60523

Mr. Jonathan S. Springer
Senior Vice President
CBRE, Inc.
311 South Wacker Drive, Suite 400
Chicago, IL 60606

Re: **Hinsdale Surgical Center
12 Salt Creek, Hinsdale, Illinois 60521**

Dear Gary and Jonathan:

Thank you for your request for proposal for the Salt Creek Medical Campus as a prospective site for Hinsdale Surgical Center ("Tenant"). As a response to your request, we are pleased to submit this counter proposal on behalf of Salt Creek Campus, LLC ("Landlord") for Tenant to lease space at the Salt Creek Medical Campus under the following key terms and conditions and please respond by 8/27/14:

Premises:	Approximately 16,588 rentable square feet ("RSF") on the 2 nd Floor of the building located at 12 Salt Creek, Hinsdale, IL. However, the Premises shall have grade level access at the south side of the building for patient and visitor access and emergency exiting. BOMA- 2010 standards will apply to final rentable square footage calculations.
Lease Commencement Date, Delivery Date, Penalties for Delay:	Landlord will control construction and deliver the Premises per agreed space plans and finishes by November 1, 2015 (except for delays attributable to Tenant or force majeure).
Holdover Tenancy:	Landlord will assume Tenant's existing Holdover lease clause (as stated under the heading "Tenant Allowance" below) if there are delays in Landlord delivery or the construction process (except for delays attributable to Tenant or force majeure).

If Tenant retains possession of the Premises or any part thereof after the termination of the Term or any extension thereof, by lapse of time or otherwise, Tenant shall, at the option of Landlord, become a tenant from month to month and shall pay Landlord the monthly Rent, at 150% of Monthly Base Rent and Operating Expense Adjustments in effect for the month immediately preceding said holding over, computed on a per month basis, for each month or part thereof (without reduction for any such partial month) that Tenant thus remains in possession, and in addition thereto Tenant shall pay Landlord all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession. As a month to month tenant, Tenant shall be subject to all the terms, conditions covenants and agreements hereunder. Alternatively, at the election of Landlord expressed in a written notice to Tenant and not otherwise, such retention of possession shall constitute a renewal of this Lease for one (1) year, requiring the payment by Tenant of Monthly Base Rent and Operating Expense Adjustments then in effect, as adjusted for said year as if said year were an extension of the Term. The provisions herein do not exclude Landlord's right of re-entry or any other right hereunder. Nothing herein contained shall preclude Landlord from terminating such month to month tenancy by service of notice as required by statute.

Rent Commencement Date: November 1, 2015, subject to the terms above.

Building: 12 Salt Creek Lane, Hinsdale, IL

Initial Term: Fifteen (15) years

Tenant: Hinsdale Surgical Center

Use: Tenant shall use the Premises for conducting business as an ambulatory surgical center. Landlord agrees the building will be leased to medically related tenants.

Gross Rental Rate: \$33.00/RSF, escalated at 2.5% annually

Rent Abatement: None

Operating Expenses and Taxes: Tenant shall be responsible for its proportionate share of increases in operating expenses and taxes ("OE&T") as defined in the lease above the 2016 base year.

Operating Expenses exclusions attached here as Exhibit A. Landlord will cap controllable operating expenses at 5% per year, excluding any amount not charged to tenants due to any payment received on any contractor, component or manufacturer's warranties and the base year shall be grossed up to reflect full occupancy. Controllable expenses shall not include the costs of ice/snow removal, utility charges, office park association assessments, insurance, union labor costs and benefits and any other costs solely attributable to use of the Premises as contemplated by the Tenant.

Tenant Allowance:

Landlord will contribute \$250/RSF (approximately \$4,147,000) towards Tenant's hard and soft costs associated with its build-out, rent abatement, or towards its termination penalty for its current lease. Landlord shall charge a supervisory and coordination fee of 2.5% of the total project costs up to \$250/RSF (not including the fee). Landlord will manage the construction process. Landlord and Tenant shall mutually participate in the selection of the architect and general contractor for the project, as well as an open book bidding process. Landlord shall have final approval over the consultant selection. Landlord shall fund the Tenant Allowance monthly through its title company for costs as they are incurred.

As part of the total Tenant Allowance provided by Landlord, Landlord will provide reimbursement for the existing termination penalty at 908 N. Elm limited to the lesser of \$520,000 or the actual charge to Tenant, subject to Tenant providing evidence of actual penalty due. Landlord will reimburse Tenant within ten (10) days after receipt of all of the following: (i) Landlord and Tenant sign and exchange lease signature pages; (ii) waiver of the CON contingency, and (iii) Tenant tenders to Landlord the reasonable evidence of payment of the termination penalty to the prior landlord.

Landlord's Work:

The Premises delivery condition shall be as described in Exhibit B.

In addition, Landlord will provide a new entrance and vestibule at the southeastern corner of the building, directly accessible from a dedicated patient drop-off and parking field immediately south of the building. These elements are depicted on the renderings attached.

Signage: Tenant shall have the ability to place signage at its entry adjacent to the drop-off and parking lot field as depicted on the attached renderings, and on the building façade at Tenant's cost, subject to Landlord and municipality approval.

Hours of Operation: Monday through Friday from 6:00 AM until 7:00 PM. Tenant to provide its proposed hours of operation.

Electricity: Separately metered and billed directly to Tenant by Commonwealth Edison.

HVAC: Constant volume system with two zones per floor with approximately 1 CFM/SF provided to the Premises. Landlord shall make accommodations for location of Tenant's separate systems, to be further discussed upon confirmation of space plan.

Option to Terminate: Tenant shall have an unconditional, one-time option to terminate the lease on the tenth (10th) anniversary of the rent commencement date, with twelve (12) months written notice prior to the termination date. The Penalty shall be inclusive of all Tenant Allowance, Rent abatement and Commissions utilizing an eight percent (8%) discount rate and the Penalty shall be due through the date of termination.

Options to Renew: Tenant shall have two (2) options to renew the lease each for a five (5) year period with twelve (12) months prior written notice. The rent shall be at the fair market rent for the tenant's current use including but not limited to concessions such as rental abatement and tenant improvement allowances.

Right of First Offer: Tenant will have an on-going Right of First Offer on all contiguous space on the third (3rd) floor.

Subletting & Assignment: Tenant shall have the right, without Landlord's consent, to sublease any portion of the Premises or assign the Lease to: (a) any entity in whom or with which Tenant may be merged or consolidated, provided that the net worth of the resulting corporation is at least equal to the greater of (i) the net worth of Tenant on the date of the Lease, or (ii) the net worth of Tenant immediately prior to such merger or consolidation, (b) any entity to whom Tenant sells all of its assets, provided that such corporation or such entity described in (a) and (b) above expressly assumes all of Tenant's obligations in the Lease, (c) any entity which is affiliated or under the common

control of Tenant or Tenant's parent corporation, or (d) any time share agreements which occupy less than twenty five percent (25%) of the Premises. This clause shall be further defined in the Lease.

Tenant shall also have the right at any time to sublease or assign all or any portion of Tenant's Premises to any unrelated entities with Landlord's consent. Sublease profits shall be split 50/50 after deducting sublease expenses. Landlord may deny consent to sublet to a current tenant of the Building or prospective tenants with whom the Landlord is then negotiating. All of the Tenant's Expansion, Renewal, and other rights are personal to Tenant and may not be transferred in a sublease scenario but may be transferred in an approved assignment.

Parking:

There are approximately 350 parking spaces in total at the north and south sides of the building, as well as street parking on Salt Creek Lane. North parking spaces shall be designated for employee use, and southern spaces shall be designated for patients and visitors. No reserved spaces are available, and Landlord will not be providing valet service. Tenant may provide valet at its cost. Tenant will have an overall parking ratio of 4.0/1,000 SF leased. Tenant will also have twelve (12) reserved spaces in the North lot near the main entrance for physician parking at no cost to Tenant. Ten (10) spaces shall be labeled as "Patient Parking" near the surgery center entrance at the south side of the building.

**Hazardous Materials,
Asbestos, ADA & Code
Compliance:**

Landlord is not aware of any asbestos containing materials ("ACM") that exist within the proposed Premises. If ACM is discovered during Tenant's Improvements, Landlord shall be responsible for abating such material in accordance with applicable standards, rules and regulations. Landlord is aware that ACM floor tile does exist within base building stair towers. Landlord shall be responsible for remediating if required by applicable governmental authorities.

Landlord shall provide ADA accessibility to the proposed Premises through new exterior access points to be located at grade level on the south side of the building.

Landlord shall be responsible for the Code compliance of the base building as required by governmental authorities.

Restoration of Premises:

Tenant shall leave the Premises in "as-is" broom clean condition, and Tenant shall have the right to remove any and

all trade fixtures installed during the leasehold.

Building Services:

In the event of any interruption in or failure to furnish any of the services required to be furnished by the Landlord pursuant to the lease, and as a result thereof, Tenant is unable to utilize the premises during its normal business hours for the normal conduct of its business for a period of three (3) consecutive days; then rent and all other charges shall abate from the end of the third (3rd) day until the restoration of such services.

**Interruption of Services-
Flooding:**

If (i) any flooding or pooling of water or (ii) electrical power shortage or electrical power outage shall occur in any portion of the Building (a "Water/Power Event") which adversely impacts Tenant's ability to (i) access the Building (including any parking facilities) or the Premises or (ii) use all or any portion of the Premises for the Permitted Use, and if such adverse impact from the Water/Power Event continues for twenty four (24) hours after Landlord is first notified of such Water/Power Event or otherwise first becomes aware of same, all rent payable by Tenant under the Lease, including base rent, operating expenses and other additional rent, shall abate to the extent that is fair and reasonable under the circumstances commencing effective as of the date of the occurrence of such Water/Power Event and continuing until the Water/Power Event is remedied and the adverse impact ceases. Further, if the applicable Water/Power Event continues for a period in excess of thirty (30) consecutive days and materially and adversely impacts Tenant's ability to (i) access the Building (including any parking facilities) or the Premises or (ii) use all or any portion of the Premises for the Permitted Use, Tenant shall have the right to terminate this Lease by written notice delivered at any time prior to the full remediation of the Water/Power Event and cessation of such material, adverse impact. The foregoing abatement and termination rights shall not apply if the Water/Power Event is directly caused by Tenant or Tenant's patients, employees or contractors.

**Maintenance/Repair of
Capital Items:**

Landlord shall be responsible, on a non-pass thru basis, for replacement of items which would be considered a capital expense including construction defects, repair and replacement of the roof, and replacement of the parking areas, structure, base building plumbing systems and base building electrical systems.

Base Building Security and Life Safety System: The first floor access to the building is controlled after hours by a card access system. CCTV system and cameras are located in the First Floor entrances and common areas; the system is not actively monitored. Tenant shall be responsible for its own security and access for its entrances at the Second Floor.

Base building contains an addressable fire panel in the First Floor common area.

Generator Pad: Landlord will provide an on-site generator pad for Tenant's required backup power source. Size and location to be identified during schematic design. Provisions will also need to be made for two suction pumps.

Holdover: Tenant shall have the right to remain in its Premises for up to three (3) months after the lease expiration under the same terms and conditions as the original lease, as amended as of such date. Thereafter the rate shall equal 150% of the then current gross rent. Landlord will not be entitled to any consequential damages.

Landlord Insurance: Landlord will carry the following:

1. 100% replacement cost "all-risk" coverage on the Building with demolition endorsement and increased cost of construction endorsement.
2. Adequate coverage for loss of income.
3. Liability and property damage coverage, including broad form contractual liability endorsement insuring Landlord's indemnity obligations under the lease.
4. Employer's liability coverage. Landlord is listed as additional insured on workers compensation policies carried for contract employees.

Certificate of Need Contingency: The Lease shall be contingent upon Tenant's receipt of a Certificate of Need from the State of Illinois for this location. This contingency shall expire on March 1, 2015.

Janitorial: Tenant shall, at its sole cost and expense, contract directly with its own janitorial service or alternately employ Landlord's janitorial service.

Brokerage: Landlord recognizes Gary Fazzio and Jonathan Springer of CBRE, Inc. as Tenant's authorized exclusive agents for this

lease transaction, and shall pay Broker a leasing commission as agreed upon in a separate agreement between Landlord and Broker.

Agency Disclosure: Landlord acknowledges, as required by Section 38.35 of the Illinois Real Estate Brokers and Salesman License Act, 225 ILCS 455/38.35, that Landlord has been informed, both orally and by this written disclosure that CBRE, Inc. is acting on behalf of Tenant and information given to the Broker by Landlord may be disclosed to Tenant.

Confidentiality: This proposal and all discussions and negotiations related thereto shall be held in strict confidence by Landlord and Tenant and will not be discussed with third parties except on an "as needed" basis (e.g., attorneys, agents, etc.).

Any communication, written or oral, shall be made with the express understanding that Landlord may have contractual obligations and duties that will supersede anything contained herein. This Leasing Proposal is subject to review by Landlord's capital partner, rights of existing Tenants, prior leasing obligations of the current Premises, review of Tenant's current financial statements, errors and omissions and the timely execution and delivery of a lease agreement. This Leasing Proposal is subject to withdrawal at any time and for any reason, and if accepted, is not binding on either party until all parties have executed a definitive formal lease agreement.

Please feel free to call me as questions arise regarding this proposal for Salt Creek Medical Campus, the premier medical campus destination in the western suburbs.

Sincerely,



William J. Dvorak
Director, Development Services

AGREED AND ACCEPTED THIS 5th DAY OF September 2014.

By: [Signature] Its: Administrator

Print Name: Henry De Vries

Cc: Matt Campbell, MedProperties Group
Paul Kopecki, MedProperties Group

Judy Brady, MedProperties Group

40 Skokie Boulevard, Suite 410
Northbrook, IL 60062

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MedProperties

Exhibit A - Operating Expense Exclusions

Operating expenses shall not include:

- interest and principal payments on mortgage debt;
- ground rental payments;
- the cost of capital improvements;
- the costs of painting or decorating other than public areas, the costs of alterations to the premises or the premises of other tenants of the building, or the cost of any work furnished by Landlord without charge as an inducement for a tenant to lease space (i.e., free rent, improvement allowances);
- a property management fee in excess of 4% of the gross rental proceeds;
- depreciation of the Building;
- expenses, including rent, associated with maintaining a leasing or marketing office;
- salaries and other compensation of executive officers of the Landlord or Managing Agent senior to the individual Building manager;
- income or franchise taxes or other such taxes imposed or measured by the income of the Landlord from the operation of the Building;
- the cost of constructing, installing, operating or maintaining any special service or facility such as an observatory, broadcasting facility, luncheon club, athletic or recreational club, cafeteria or dining facility;
- the costs associated with utilities, services or amenities not available to all tenants or provided to any tenant to a materially greater extent or more favorable manner than generally provided to other tenants;
- the costs of correcting latent defects and defects in construction or renovation of the Building or its systems;
- the costs (including fines and penalties) to comply with laws such as ADA and environmental laws including, without limitation, laws relating to the phase-out of so-called "Freon" as a coolant;
- the cost of any work performed or service provided for which fees are charged or other compensation received;
- payments for rental items, the cost of which would constitute a capital expenditure if such equipment were purchased, however those items rented on a temporary basis to

maintain building operations shall be considered operating expenses;

- 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;
- costs for sculptures, paintings and other objects of art located in the interior or on the exterior of the Building or immediately adjacent thereto;
- any fees and expenses paid to an agent which is related to Landlord to the extent such fees or expenses are in excess of the customary market amounts which would be paid in the absence of such a relationship;
- expenditures for repairs or maintenance which are covered by warranties, guarantees or service contracts;
- any expenditure for which the Landlord has been or is entitled to be reimbursed by third parties such as insurance companies or would have been compensated through proceeds of insurance had the Landlord maintained insurance customarily carried by similar lessors;
- the cost of any repairs, alterations, additions, changes, tools, equipment replacements and the like which under generally accepted accounting principles and practices are properly classified as capital expenditures;
- advertising, promotional and marketing expenses;
- real estate brokerage and leasing commissions;
- expenses in connection with repairs or other work occasioned by the exercise of the right of eminent domain;
- damages incurred due to the gross negligence of the Landlord;
- debt costs or the costs of financing or refinancing;
- the costs, fines or penalties incurred due to violations by the Landlord of any governmental rule or authority;
- expenses incurred by Landlord, if any, in connection with the operation, cleaning, repair, safety, management, security, maintenance or other services of any kind provided to any portions of the Building which are leased or designed to be used for retail, garage or storage purposes;
- any compensation paid to clerks, attendants or other persons in commercial concessions operated by Landlord;

- Landlord's general partnership overhead not related to management of the Building;
- contributions to operating expense reserves; and
- bad debt loss, rent loss or reserves for bad debt or rent loss.

Exhibit B- Landlord's Work

- a) Base Building - Existing base building conditions are as described below and shall be delivered "as-is":
- i. Building structure and perimeter walls including windows consisting of structural steel framing, concrete floors, and a predominately brick and limestone exterior façade, and operable windows
 - ii. Concrete floors - concrete slab on metal deck
 - iii. Restroom facilities - existing men's and women's restroom facilities are located within the proposed Premises
 - iv. Electrical panels and closets, with service and distribution power boards and transformers, electrical closets are located within the Premises
 - v. Telephone closets - a telephone riser closet is located within the Premises
 - vi. Drywall at core walls, perimeter walls, and interior columns
 - vii. HVAC service and primary distribution consisting of a constant volume system with two zones per floor and baseboard perimeter heat.
 - viii. Core/common area drinking fountains - an existing hi-lo drinking fountain is located within the Premises
 - ix. Core/common area doors - all core/common area doors are to remain as-is
 - x. Stairs - two (2) existing sets of base building stairs service the floor
 - xi. Interior and exterior curbs, ramps, and walkways - all existing interior and exterior curbs, ramps, and walkways are to remain as-is. Landlord will provide on-grade level access to the Premises from the south elevation and a new entry lobby/vestibule at the south elevation as depicted on Exhibit C.
 - xii. Hardscape and landscape to remain as-is, other than those changes required for delivery of Landlord's Work.
 - xiii. Accessible parking - accessible parking will be provided by Landlord along with an entry to the parking lot south of the Premises off of Salt Creek Lane.
- b) Delivery of Premises - Premises is to be delivered in a vacant, as-is condition. Demolition of existing improvements and replacement and/or repair of any damaged building systems and core elements are by Tenant.
- c) Telephone and telecommunications - Tenant to have access to the existing closets and risers within the building to install required cabling.
- d) Smooth and level concrete floors - concrete floors to be provided in as-is condition
- e) Existing base building addressable fire alarm is currently in full service and has capacity for Tenant's connection.
- f) Life safety, life support systems, and security systems - base building life safety and security systems are to remain as-is. Tenant to provide any Tenant required life support systems.

- g) Bathrooms servicing Premises - existing base building toilet rooms servicing the Premises are to remain as-is
- h) Sprinkler infrastructure - existing fire protection system servicing the building and Premises to remain as-is. Tenant to make modifications to existing system as required for Tenant improvements.

Wet stacks, waste lines, and drainage - existing building wet stacks, waste lines, and drainage to remain as-is, Tenant to confirm locations during design-phase of project. Location for Tenant medical waste closet to be determined during space planning.

- i) HVAC trunk - existing HVAC distribution to remain as-is
- j) Building systems brought to Premises - existing building systems serving the Premises to remain as-is
- k) Fireproofing and enclosure of any exposed structural steel - steel structure to remain as-is
- l) Scraping and patching of all walls - interior walls to remain in as-is condition
- m) Perimeter HVAC enclosures - existing HVAC enclosures, including but not limited to baseboard heat, to remain as-is
- n) Core walls and doors - all core walls and doors to remain as-is
- o) Delivery of Premises without liens or violations - Landlord to deliver Premises free of construction liens and/or Department of Buildings or Village Fire Department violations.
- p) Blinds/blind pockets - blinds/blind pockets to remain as-is
- q) Sufficient HVAC boxes and digital controls -Existing system is a constant volume system with two zones per floor.

July 6, 2014

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

Dear Ms. Olson:

I am a dentist specializing in oral and maxillofacial surgery. I am writing in support of the relocation of Hinsdale Surgical Center approximately 0.25 miles southeast of its current location to 12 Salt Creek Lane, Hinsdale.

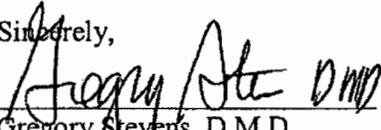
Over the past 12 months, I performed a total of 16 outpatient surgery cases at Hinsdale Surgical Center. Outpatient oral and maxillofacial surgery cases will constitute the majority of my work in the future. With the planned relocation of Hinsdale Surgical Center, I expect to refer 16 cases to Hinsdale Surgical Center within 12 months after project completion. Projected patient volume shall come from the proposed geographic service area of the Hinsdale Surgical Center.

These referrals have not been used to support another pending or approved certificate of need application.

The information in this letter is true and correct to the best of my knowledge.

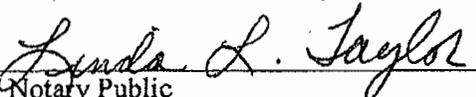
I support the proposed relocation of the Hinsdale Surgical Center.

Sincerely,


Gregory Stevens, D.M.D.
Oral & Maxillofacial Surgery

930 York Road, Suite 140
Hinsdale, Illinois 60521

Subscribed and sworn to me
This 6 day of July, 2014


Notary Public



ATTACHMENT - 1

Patient Zip Code	Cases
60402	1
60513	2
60514	1
60521	1
60525	2
60526	1
60540	1
60563	1
60565	1
60546	1
60558	2
60559	1
60527	1
Total	16

July 8, 2014

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

Dear Ms. Olson:

I am a surgeon specializing in plastic and reconstructive surgery. I am writing in support of the relocation of Hinsdale Surgical Center approximately 0.25 miles southeast of its current location to 12 Salt Creek Lane, Hinsdale.

Over the past 12 months, I performed a total of 50 outpatient plastic surgery cases at Hinsdale Surgical Center. Outpatient pain management cases will constitute the majority of my work in the future. With the planned relocation of Hinsdale Surgical Center, I expect to refer 50 cases to Hinsdale Surgical Center within 12 months after project completion. Projected patient volume shall come from the proposed geographic service area of the Hinsdale Surgical Center.

These referrals have not been used to support another pending or approved certificate of need application.

The information in this letter is true and correct to the best of my knowledge.

I support the proposed relocation of the Hinsdale Surgical Center.

Sincerely,



Hanna Wafik, M.D.
Plastic Surgery

12 Salt Creek Lane, Suite 225
Hinsdale, Illinois 60521

Subscribed and sworn to me
This 8 day of July, 2014



Notary Public



ATTACHMENT - 1

Patient Zip Code	Cases
85224	1
60525	1
60611	1
60623	1
60634	1
60638	1
60403	1
60561	3
60016	1
61021	1
60515	1
60137	1
60521	1
60491	1
60433	1
60458	1
60439	2
60148	1
61341	1
60525	1
60160	1
60564	2
60565	2
60451	1
60542	1
60062	1
60523	2
60453	1
60302	1
60463	1
60465	1
60464	2
60546	1
60193	2
60404	1
60010	1
60402	1
60527	1

Patient Zip Code	Cases
60191	1
60517	1
46347	1
65201	1
Total	50

July 21, 2014

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

Dear Ms. Olson:

I am an anesthesiologist specializing in pain management. I am writing in support of the relocation of Hinsdale Surgical Center approximately 0.25 miles southeast of its current location to 12 Salt Creek Lane, Hinsdale.

Over the past 12 months, I performed a total of 175 outpatient pain management cases at Hinsdale Surgical Center. Outpatient pain management cases will constitute the majority of my work in the future. With the planned relocation of Hinsdale Surgical Center, I expect to refer 175 cases to Hinsdale Surgical Center within 12 months after project completion. Projected patient volume shall come from the proposed geographic service area of the Hinsdale Surgical Center.

These referrals have not been used to support another pending or approved certificate of need application.

The information in this letter is true and correct to the best of my knowledge.

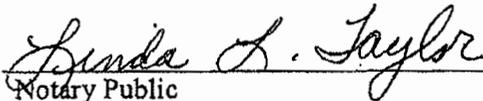
I support the proposed relocation of the Hinsdale Surgical Center.

Sincerely,


John Hong, M.D.
Pain Management

Gateway Spine & Pain Physicians
911 North Elm Street, Suite 308
Hinsdale, Illinois 60521

Subscribed and sworn to me
This 21 day of July, 2014


Notary Public



ATTACHMENT - 1

Patient Zip Code	Cases
61310	1
60523	2
60108	1
60440	6
60490	1
60455	3
60513	1
60527	2
60410	1
60614	1
60629	5
60638	2
60514	1
60525	2
60515	9
60516	9
60126	5
60805	1
60521	14
60525	1
60525	3
60431	3
60432	1
60435	2
60458	3
60525	3
60526	1
60439	5
60441	2
60148	5
60534	5
60152	1
60050	1
60565	3
60523	6
60467	1
60067	1
60463	1

Patient Zip Code	Cases
60464	1
60544	4
60585	1
60586	2
60546	1
60446	5
60549	2
60501	1
60181	2
60555	1
60154	3
60558	11
60559	9
60480	1
60527	9
60517	6
53147	1
Total	175

July 21, 2014

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

Dear Ms. Olson:

I am a podiatrist specializing in podiatric surgery. I am writing in support of the relocation of Hinsdale Surgical Center approximately 0.25 miles southeast of its current location to 12 Salt Creek Lane, Hinsdale.

Over the past 12 months, I performed a total of 84 outpatient podiatric surgery cases at Hinsdale Surgical Center. Outpatient pain management cases will constitute the majority of my work in the future. With the planned relocation of Hinsdale Surgical Center, I expect to refer 84 cases to Hinsdale Surgical Center within 12 months after project completion. Projected patient volume shall come from the proposed geographic service area of the Hinsdale Surgical Center.

These referrals have not been used to support another pending or approved certificate of need application.

The information in this letter is true and correct to the best of my knowledge.

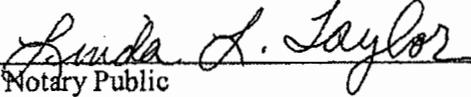
I support the proposed relocation of the Hinsdale Surgical Center.

Sincerely,


Kevin Salvino, DPM
Podiatrist

Hinsdale Foot & Ankle Specialist
23 West Chicago Avenue
Hinsdale, Illinois 60521

Subscribed and sworn to me
This 21 day of July, 2014


Notary Public



ATTACHMENT - 1

Patient Zip Code	Cases
60106	1
60440	1
60513	1
60527	5
60631	2
60638	2
60514	4
60525	1
60561	5
60515	2
60516	5
60126	1
60521	8
60525	1
60458	1
60525	3
60526	1
60148	4
60534	1
60164	2
60523	3
60464	1
60446	1
60193	1
60177	2
60402	1
60154	2
60558	7
60559	2
60480	1
60527	6
60517	5
46307	1
Total	84

July 21, 2014

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

Dear Ms. Olson:

I am a surgeon specializing in general surgery. I am writing in support of the relocation of Hinsdale Surgical Center approximately 0.25 miles southeast of its current location to 12 Salt Creek Lane, Hinsdale.

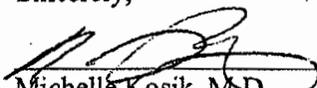
Over the past 12 months, I performed a total of 94 outpatient surgery cases at Hinsdale Surgical Center. Outpatient pain management cases will constitute the majority of my work in the future. With the planned relocation of Hinsdale Surgical Center, I expect to refer 94 cases to Hinsdale Surgical Center within 12 months after project completion. Projected patient volume shall come from the proposed geographic service area of the Hinsdale Surgical Center.

These referrals have not been used to support another pending or approved certificate of need application.

The information in this letter is true and correct to the best of my knowledge.

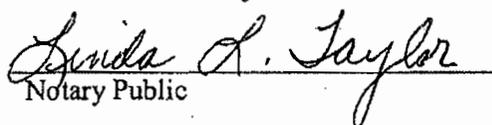
I support the proposed relocation of the Hinsdale Surgical Center.

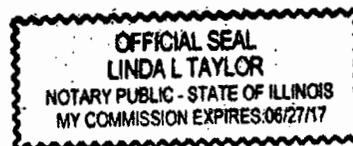
Sincerely,


Michelle Kosik, M.D.
General Surgery

908 North Elm Street, Suite 207
Hinsdale, Illinois 60521

Subscribed and sworn to me
This 21 day of July, 2014


Linda L. Taylor
Notary Public



ATTACHMENT - 1

Patient Zip Code	Cases
60101	1
60402	1
60440	2
60513	3
60459	1
60527	1
60603	1
60605	1
60615	1
60657	1
60804	1
60514	4
60561	5
60515	4
60516	9
60126	1
60521	4
60525	1
60525	9
60526	5
60439	1
60441	1
60148	2
60534	1
60563	1
60564	1
60164	1
60523	2
60301	1
60467	1
60463	1
60544	2
60586	1
60546	1
60446	1
60193	1
60487	1
60181	3

Patient Zip Code	Cases
60154	2
60558	3
60559	2
60480	2
60527	5
60517	1
Total	94

July 21, 2014

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

Dear Ms. Olson:

I am a surgeon specializing in plastic and reconstructive surgery. I am writing in support of the relocation of Hinsdale Surgical Center approximately 0.25 miles southeast of its current location to 12 Salt Creek Lane, Hinsdale.

Over the past 12 months, I performed a total of 72 outpatient plastic surgery cases at Hinsdale Surgical Center. Outpatient pain management cases will constitute the majority of my work in the future. With the planned relocation of Hinsdale Surgical Center, I expect to refer 72 cases to Hinsdale Surgical Center within 12 months after project completion. Projected patient volume shall come from the proposed geographic service area of the Hinsdale Surgical Center.

These referrals have not been used to support another pending or approved certificate of need application.

The information in this letter is true and correct to the best of my knowledge.

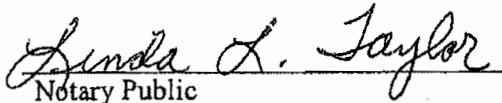
I support the proposed relocation of the Hinsdale Surgical Center.

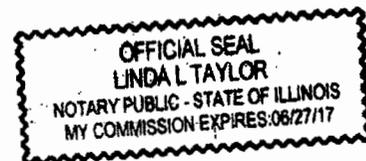
Sincerely,


Gilbert Tresley, M.D.
Plastic Surgery

120 Oak Brook Center
Oak Brook, Illinois 60523

Subscribed and sworn to me
This 21 day of July, 2014


Notary Public



ATTACHMENT - 1

Patient Zip Code	Cases
60502	1
60503	1
60513	2
60089	1
60521	2
60527	4
60618	1
60514	2
60515	3
60126	6
60402	1
60137	1
60521	10
60431	2
60435	1
60525	1
60526	1
60045	1
60532	1
60148	2
60540	1
60563	1
60565	2
60523	3
60521	1
60463	1
60305	2
60546	1
60549	1
60404	1
60154	4
60558	6
60189	1
60190	2
60517	1
Total	72

July 21, 2014

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

Dear Ms. Olson:

I am a surgeon specializing in ophthalmology. I am writing in support of the relocation of Hinsdale Surgical Center approximately 0.25 miles southeast of its current location to 12 Salt Creek Lane, Hinsdale.

Over the past 12 months, I performed a total of 85 outpatient surgery cases at Hinsdale Surgical Center. Outpatient ophthalmology surgery cases will constitute the majority of my work in the future. With the planned relocation of Hinsdale Surgical Center, I expect to refer 85 cases to Hinsdale Surgical Center within 12 months after project completion. Projected patient volume shall come from the proposed geographic service area of the Hinsdale Surgical Center.

These referrals have not been used to support another pending or approved certificate of need application.

The information in this letter is true and correct to the best of my knowledge.

I support the proposed relocation of the Hinsdale Surgical Center.

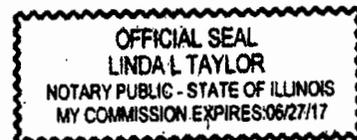
Sincerely,

Kathleen Blake, M.D.
Kathleen Blake, M.D.
Ophthalmology

Oak Park Eye Center
1200 South York Road
Elmhurst, Illinois 60126

Subscribed and sworn to me
This 24 day of July, 2014

Linda L. Taylor
Notary Public



ATTACHMENT - 1

Patient Zip Code	Cases
33825	1
60011	1
60104	1
60106	1
60402	1
60440	1
60490	1
60527	6
60634	1
60514	3
60561	4
60515	6
60516	3
60123	1
60124	2
60126	1
60707	1
60137	2
60521	3
60491	1
60525	1
60526	1
60439	1
60532	2
60148	1
60153	1
60160	3
60448	1
60565	1
60706	1
60164	1
60523	5
60304	1
60467	1
60543	1
60305	1
60546	2
60446	1

Patient Zip Code	Cases
60172	1
60404	1
60181	3
60558	2
60559	1
60480	1
60527	4
60191	1
60517	3
75070	1
Total	85

July 22, 2014

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

Dear Ms. Olson:

I am a surgeon specializing in otolaryngology. I am writing in support of the relocation of Hinsdale Surgical Center approximately 0.25 miles southeast of its current location to 12 Salt Creek Lane, Hinsdale.

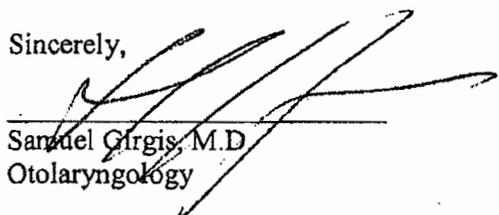
Over the past 12 months, I performed a total of 271 outpatient surgery cases at Hinsdale Surgical Center. Outpatient otolaryngology surgery cases will constitute the majority of my work in the future. With the planned relocation of Hinsdale Surgical Center, I expect to refer 271 cases to Hinsdale Surgical Center within 12 months after project completion. Projected patient volume shall come from the proposed geographic service area of the Hinsdale Surgical Center.

These referrals have not been used to support another pending or approved certificate of need application.

The information in this letter is true and correct to the best of my knowledge.

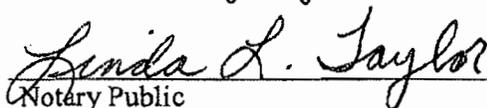
I support the proposed relocation of the Hinsdale Surgical Center.

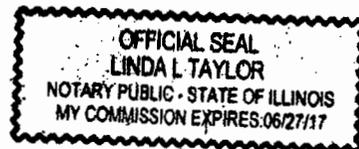
Sincerely,


Samiel Girgis, M.D.
Otolaryngology

Drs. Girgis & Associates
908 North Elm Street, Suite 306
Hinsdale, Illinois 60521

Subscribed and sworn to me
This 22 day of July, 2014


Linda L. Taylor
Notary Public



ATTACHMENT - 1

Patient Zip Code	Cases
95014	1
60546	1
60101	2
60502	1
60505	1
60104	1
60402	5
60108	3
60440	4
60455	2
60513	7
60459	3
60527	11
60188	2
60603	2
60606	1
60614	2
60634	2
60638	3
60642	1
60655	1
60657	1
60514	7
60525	5
60527	2
60561	13
60515	5
60516	7
60126	6
60707	2
60130	2
61030	1
60131	1
60137	2
60139	2
60457	4
60162	1
60521	27

Patient Zip Code	Cases
60525	1
60491	1
60525	4
60143	1
60435	1
60458	1
60525	12
60525	1
60526	6
60439	1
60532	5
60441	1
60148	5
60534	2
60160	1
60448	1
60540	1
60563	1
60564	2
60565	3
60542	1
60523	2
60453	1
60301	1
60302	4
60304	1
60462	2
60544	1
60586	4
60305	1
60546	1
60446	1
60193	1
60194	1
60552	1
60402	2
60554	1
60477	1
60154	7
60558	18

Patient Zip Code	Cases
60559	10
60189	1
60480	2
60527	5
60517	4
46307	1
49079	1
Total	271

July 22 2014

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

Dear Ms. Olson:

I am a surgeon specializing in ophthalmology. I am writing in support of the relocation of Hinsdale Surgical Center approximately 0.25 miles southeast of its current location to 12 Salt Creek Lane, Hinsdale.

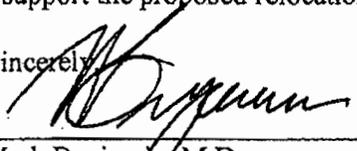
Over the past 12 months, I performed a total of 21 outpatient surgery cases at Hinsdale Surgical Center. Outpatient ophthalmology surgery cases will constitute the majority of my work in the future. With the planned relocation of Hinsdale Surgical Center, I expect to refer 21 cases to Hinsdale Surgical Center within 12 months after project completion. Projected patient volume shall come from the proposed geographic service area of the Hinsdale Surgical Center.

These referrals have not been used to support another pending or approved certificate of need application.

The information in this letter is true and correct to the best of my knowledge.

I support the proposed relocation of the Hinsdale Surgical Center.

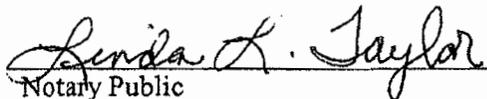
Sincerely,



Mark Benjamin, M.D.
Ophthalmology

5201 South Willow Springs Road
LaGrange, Illinois 60525

Subscribed and sworn to me
This 22 day of July, 2014


Notary Public



ATTACHMENT - 1

Patient Zip Code	Cases
34491	2
60106	2
60527	2
60638	1
60525	1
60133	1
60162	2
60525	1
60458	2
60525	2
60558	2
60480	1
60527	1
60098	1
Total	21

July 22, 2014

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

Dear Ms. Olson:

I am a surgeon specializing in obstetrics and gynecology. I am writing in support of the relocation of Hinsdale Surgical Center approximately 0.25 miles southeast of its current location to 12 Salt Creek Lane, Hinsdale.

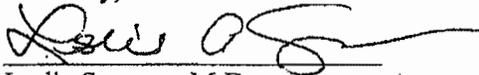
Over the past 12 months, I performed a total of 68 outpatient surgery cases at Hinsdale Surgical Center. Outpatient surgery cases will constitute the majority of my work in the future. With the planned relocation of Hinsdale Surgical Center, I expect to refer 68 cases to Hinsdale Surgical Center within 12 months after project completion. Projected patient volume shall come from the proposed geographic service area of the Hinsdale Surgical Center.

These referrals have not been used to support another pending or approved certificate of need application.

The information in this letter is true and correct to the best of my knowledge.

I support the proposed relocation of the Hinsdale Surgical Center.

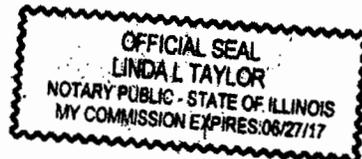
Sincerely,



Leslie Spencer, M.D.
Obstetrics & Gynecology

DuPage Medical Group
908 North Elm Street, Suite 300
Hinsdale, Illinois 60521

Subscribed and sworn to me
This 22 day of July, 2014


Notary Public

ATTACHMENT - 1

Patient Zip Code	Cases
60546	1
60101	1
60513	3
60527	4
60514	8
60561	2
60515	1
60516	2
60126	2
60805	1
60137	1
60457	2
60521	2
60491	2
60525	1
60525	3
60526	3
60069	1
60532	2
60563	1
60523	2
60404	1
60555	1
60154	3
60558	8
60559	4
60480	1
60527	1
60517	4
Total	68

July 25, 2014

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

Dear Ms. Olson:

I am a surgeon specializing in obstetrics and gynecology. I am writing in support of the relocation of Hinsdale Surgical Center approximately 0.25 miles southeast of its current location to 12 Salt Creek Lane, Hinsdale.

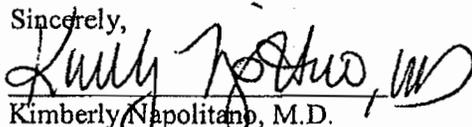
Over the past 12 months, I performed a total of 34 outpatient surgery cases at Hinsdale Surgical Center. Outpatient surgery cases will constitute the majority of my work in the future. With the planned relocation of Hinsdale Surgical Center, I expect to refer 34 cases to Hinsdale Surgical Center within 12 months after project completion. Projected patient volume shall come from the proposed geographic service area of the Hinsdale Surgical Center.

These referrals have not been used to support another pending or approved certificate of need application.

The information in this letter is true and correct to the best of my knowledge.

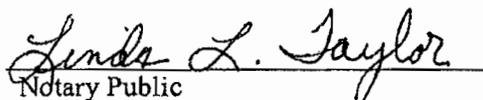
I support the proposed relocation of the Hinsdale Surgical Center.

Sincerely,


Kimberly Napolitano, M.D.
Obstetrics & Gynecology

DuPage Medical Group
40 South Clay Street, Suite 100, West Building
Hinsdale, Illinois 60521

Subscribed and sworn to me
This 25 day of July, 2014


Notary Public



ATTACHMENT - 1

Patient Zip Code	Cases
60505	1
60402	1
60513	1
60527	1
60601	1
60514	2
60525	1
60515	2
60516	1
60130	1
60457	1
60521	3
60525	2
60526	2
60439	1
60532	1
60445	1
60563	1
60463	1
60446	1
60404	1
60154	1
60558	2
60559	1
60480	1
60517	2
Total	34

July 28, 2014

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

Dear Ms. Olson:

I am a surgeon specializing in ophthalmology. I am writing in support of the relocation of Hinsdale Surgical Center approximately 0.25 miles southeast of its current location to 12 Salt Creek Lane, Hinsdale.

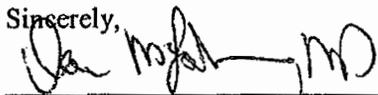
Over the past 12 months, I performed a total of 382 outpatient surgery cases at Hinsdale Surgical Center. Outpatient ophthalmology surgery cases will constitute the majority of my work in the future. With the planned relocation of Hinsdale Surgical Center, I expect to refer 382 cases to Hinsdale Surgical Center within 12 months after project completion. Projected patient volume shall come from the proposed geographic service area of the Hinsdale Surgical Center.

These referrals have not been used to support another pending or approved certificate of need application.

The information in this letter is true and correct to the best of my knowledge.

I support the proposed relocation of the Hinsdale Surgical Center.

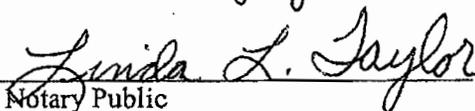
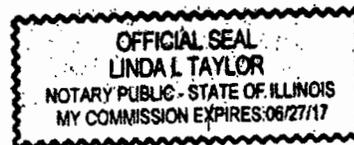
Sincerely,



Daniel McLachlan, M.D.
Ophthalmology

DuPage Eye Center
1001 Ogden Avenue
Downers Grove, Illinois 60515

Subscribed and sworn to me
This 28 day of July, 2014


Notary Public

ATTACHMENT - 1

Patient Zip Code	Cases
60546	1
60101	3
60504	2
60506	2
60510	4
60106	2
60108	5
60440	13
60155	2
60513	3
60527	11
60611	1
60632	1
60638	1
60411	1
60804	1
60514	8
60416	1
60403	3
60561	31
60515	64
60516	20
60126	1
60137	5
60139	2
60521	7
60527	2
60142	1
60525	3
60526	3
60046	1
60439	6
60532	13
60148	21
60534	1
61341	1
60444	1
60164	1

Patient Zip Code	Cases
60448	1
60538	1
60540	3
60563	4
60564	3
60565	3
60523	23
60453	1
60302	1
60181	1
60462	2
60467	1
60543	1
60463	1
60544	7
60585	1
60586	1
60546	1
60446	5
60181	5
62691	2
60154	4
60558	4
60559	17
60187	1
60189	2
60514	1
60527	12
60191	1
60517	23
Total	382

July 28, 2014

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

Dear Ms. Olson:

I am a surgeon specializing in ophthalmology. I am writing in support of the relocation of Hinsdale Surgical Center approximately 0.25 miles southeast of its current location to 12 Salt Creek Lane, Hinsdale.

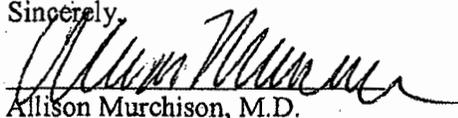
Over the past 12 months, I performed a total of 152 outpatient surgery cases at Hinsdale Surgical Center. Outpatient ophthalmology surgery cases will constitute the majority of my work in the future. With the planned relocation of Hinsdale Surgical Center, I expect to refer 152 cases to Hinsdale Surgical Center within 12 months after project completion. Projected patient volume shall come from the proposed geographic service area of the Hinsdale Surgical Center.

These referrals have not been used to support another pending or approved certificate of need application.

The information in this letter is true and correct to the best of my knowledge.

I support the proposed relocation of the Hinsdale Surgical Center.

Sincerely,



Allison Murchison, M.D.
Ophthalmology

DuPage Eye Center
15900 West 127th Street
Lemont, Illinois 60439

Subscribed and sworn to me
This 28 day of July, 2014


Notary Public

ATTACHMENT - 1

Patient Zip Code	Cases
60102	1
60502	1
60504	2
60106	3
60440	2
60490	1
60527	1
60188	2
60608	3
60435	1
60561	12
60515	27
60516	4
60126	1
60137	2
60527	1
60491	9
60458	2
60439	22
60532	4
60441	6
60491	1
60148	3
60444	2
60540	1
60563	1
60565	1
60523	1
60453	1
60181	1
60467	2
60465	2
60464	1
60181	1
60558	2
60559	6
60187	1
60189	1

Patient Zip Code	Cases
60527	4
60517	12
60098	1
Total	152

July 30, 2014

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

Dear Ms. Olson:

I am an anesthesiologist specializing in pain management. I am writing in support of the relocation of Hinsdale Surgical Center approximately 0.25 miles southeast of its current location to 12 Salt Creek Lane, Hinsdale.

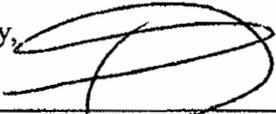
Over the past 12 months, I performed a total of 60 outpatient pain management cases at Hinsdale Surgical Center. Outpatient pain management cases will constitute the majority of my work in the future. With the planned relocation of Hinsdale Surgical Center, I expect to refer 60 cases to Hinsdale Surgical Center within 12 months after project completion. Projected patient volume shall come from the proposed geographic service area of the Hinsdale Surgical Center.

These referrals have not been used to support another pending or approved certificate of need application.

The information in this letter is true and correct to the best of my knowledge.

I support the proposed relocation of the Hinsdale Surgical Center.

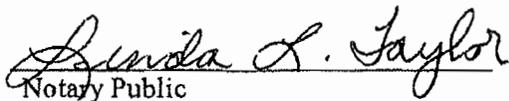
Sincerely,

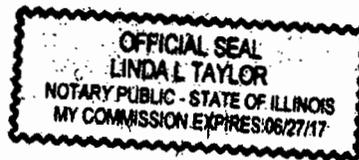


Neeraj Jain, M.D.
Pain Management

Pain Care Specialists
908 North Elm Street, Suite 109
Hinsdale, Illinois 60521

Subscribed and sworn to me
This 30 day of July, 2014


Notary Public



ATTACHMENT - 1

Patient Zip Code	Cases
60440	4
60490	1
60153	1
60188	5
60632	1
60638	2
60514	1
60525	1
60561	2
60515	2
60126	3
60521	3
60432	1
60433	2
60532	2
60564	2
60181	3
60462	3
60463	2
60544	2
60173	1
60193	2
60181	1
60558	4
60559	3
60189	1
60517	3
60560	1
23185	1
Total	60

July __, 2014

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

Dear Ms. Olson:

I am a surgeon specializing in obstetrics and gynecology. I am writing in support of the relocation of Hinsdale Surgical Center approximately 0.25 miles southeast of its current location to 12 Salt Creek Lane, Hinsdale.

Over the past 12 months, I performed a total of 45 outpatient surgery cases at Hinsdale Surgical Center. Outpatient surgery cases will constitute the majority of my work in the future. With the planned relocation of Hinsdale Surgical Center, I expect to refer 45 cases to Hinsdale Surgical Center within 12 months after project completion. Projected patient volume shall come from the proposed geographic service area of the Hinsdale Surgical Center.

These referrals have not been used to support another pending or approved certificate of need application.

The information in this letter is true and correct to the best of my knowledge.

Sincerely,

Michael E. Bercek, M.D.

Michael Bercek, M.D.
Obstetrics & Gynecology
DuPage Medical Group
908 North Elm Street, Suite 300
Hinsdale, Illinois 60521

Subscribed and sworn to me
This 30 day of July, 2014



Linda L. Taylor
Notary Public

ATTACHMENT - 1

Patient Zip Code	Cases
60490	1
60512	1
60155	1
60513	1
61822	1
60514	3
60561	3
60515	3
60516	1
60126	1
60130	1
60162	1
60521	5
60525	3
60526	1
60439	4
60069	1
60148	1
60563	1
60462	1
60467	1
60174	1
60154	1
60558	1
60559	2
60527	3
60517	1
Total	45

August 1, 2014
July __, 2014

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

Dear Ms. Olson:

I am a surgeon specializing in urology. I am writing in support of the relocation of Hinsdale Surgical Center approximately 0.25 miles southeast of its current location to 12 Salt Creek Lane, Hinsdale.

Over the past 12 months, I performed a total of 15 outpatient urology surgery cases at Hinsdale Surgical Center. Outpatient pain management cases will constitute the majority of my work in the future. With the planned relocation of Hinsdale Surgical Center, I expect to refer 15 cases to Hinsdale Surgical Center within 12 months after project completion. Projected patient volume shall come from the proposed geographic service area of the Hinsdale Surgical Center.

These referrals have not been used to support another pending or approved certificate of need application.

The information in this letter is true and correct to the best of my knowledge.

I support the proposed relocation of the Hinsdale Surgical Center.

Sincerely,

Paul West MD

Paul West, M.D.
Urology

3825 Highland Avenue, Suite 207
Downers Grove, Illinois 60515

Subscribed and sworn to me
This 1 day of August, 2014

Linda L. Taylor
Notary Public



ATTACHMENT - 1

Patient Zip Code	Cases
60513	1
60527	1
60515	1
60516	1
60126	1
60532	1
60523	1
60586	2
60446	1
60181	2
60185	2
60559	1
Total	15

August 14, 2014

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

Dear Ms. Olson:

I am a surgeon specializing in general surgery. I am writing in support of the relocation of Hinsdale Surgical Center approximately 0.25 miles southeast of its current location to 12 Salt Creek Lane, Hinsdale.

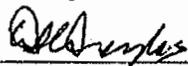
Over the past 12 months, I performed a total of 44 outpatient surgery cases at Hinsdale Surgical Center. Outpatient General Surgery cases will constitute the majority of my work in the future. With the planned relocation of Hinsdale Surgical Center, I expect to refer 44 cases to Hinsdale Surgical Center within 12 months after project completion. Projected patient volume shall come from the proposed geographic service area of the Hinsdale Surgical Center.

These referrals have not been used to support another pending or approved certificate of need application.

The information in this letter is true and correct to the best of my knowledge.

I support the proposed relocation of the Hinsdale Surgical Center.

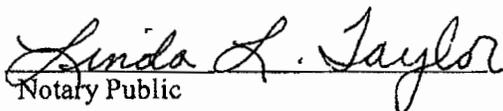
Sincerely,



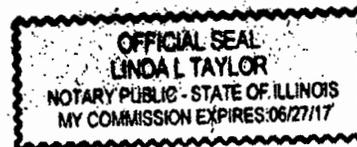
Daniel Douglas, M.D.
General Surgery

DuPage Medical Group
40 South Clay Street, Suite 200, West Building
Hinsdale, Illinois 60521

Subscribed and sworn to me
This 14 day of August, 2014



Notary Public



ATTACHMENT - 1

Patient Zip Code	Cases
60803	1
60502	1
60402	1
60513	1
60527	2
60608	1
60652	1
60514	1
60561	5
60515	1
60516	3
60126	3
60137	1
60521	3
60526	1
60439	3
60532	1
60540	1
60564	1
60565	1
60451	1
60446	1
60181	1
60154	1
60558	2
60480	1
60517	1
47715	1
77494	2
Total	44

September 3, 2014

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

Dear Ms. Olson:

I am an anesthesiologist specializing in pain management. I am writing in support of the relocation of Hinsdale Surgical Center approximately 0.25 miles southeast of its current location to 12 Salt Creek Lane, Hinsdale.

Over the past 12 months, I performed a total of 516 outpatient pain management cases at Hinsdale Surgical Center. Outpatient pain management cases will constitute the majority of my work in the future. With the planned relocation of Hinsdale Surgical Center, I expect to refer 516 cases to Hinsdale Surgical Center within 12 months after project completion. Projected patient volume shall come from the proposed geographic service area of the Hinsdale Surgical Center.

These referrals have not been used to support another pending or approved certificate of need application.

The information in this letter is true and correct to the best of my knowledge.

I support the proposed relocation of the Hinsdale Surgical Center.

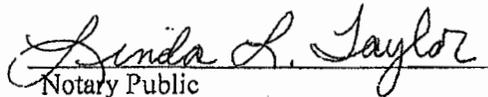
Sincerely,



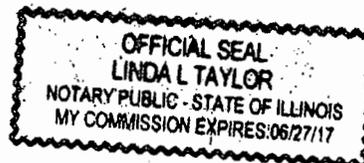
Scott Glaser, M.D.
Pain Management

Pain Specialists of Greater Chicago
9550 West 167th Street
Orland Park, Illinois 60467

Subscribed and sworn to me
This 3 day of September, 2014



Linda L. Taylor
Notary Public



ATTACHMENT - 1

Patient Zip Code	Cases
60101	7
60004	2
60505	7
60506	5
60510	1
60501	1
60401	1
60106	3
60163	1
60402	8
60108	3
60440	8
60455	1
60513	7
60527	21
60188	2
60611	2
60638	6
60642	1
60653	2
60415	2
60514	19
60416	5
60525	6
60403	4
60417	2
60561	22
60115	2
60016	3
60515	15
60516	34
60119	5
60120	3
60126	2
60805	1
60423	2
60131	4
60137	1

Patient Zip Code	Cases
60139	1
60521	34
60525	2
60169	4
60491	4
60525	1
60431	2
60433	1
60435	1
60458	2
60525	11
60526	17
60438	1
60439	8
60443	2
60532	9
60441	5
60148	4
60534	7
60160	1
60448	2
60954	1
60540	1
60564	1
60062	1
60523	8
60452	2
60453	8
60302	4
60181	1
60461	5
60462	7
60467	7
60543	3
61350	2
60465	2
60464	1
60466	4
61354	1
60544	3

Patient Zip Code	Cases
60585	1
60586	1
62301	1
60546	4
60008	3
60446	12
61073	1
60173	1
60193	1
60404	1
60174	1
60402	2
60107	3
60501	1
60477	3
60487	3
60154	6
60558	8
60559	12
60189	4
60480	6
60527	15
60190	1
60093	1
60191	4
60517	7
60560	4
49855	1
49453	1
55433	1
56057	1
89519	1
43015	1
45844	1
Total	516

September 4, 2014

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

Dear Ms. Olson:

I am a surgeon specializing in ophthalmology. I am writing in support of the relocation of Hinsdale Surgical Center approximately 0.25 miles southeast of its current location to 12 Salt Creek Lane, Hinsdale.

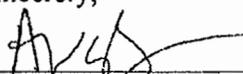
Over the past 12 months, I performed a total of 254 outpatient surgery cases at Hinsdale Surgical Center. Outpatient ophthalmology surgery cases will constitute the majority of my work in the future. With the planned relocation of Hinsdale Surgical Center, I expect to refer 254 cases to Hinsdale Surgical Center within 12 months after project completion. Projected patient volume shall come from the proposed geographic service area of the Hinsdale Surgical Center.

These referrals have not been used to support another pending or approved certificate of need application.

The information in this letter is true and correct to the best of my knowledge.

I support the proposed relocation of the Hinsdale Surgical Center.

Sincerely,

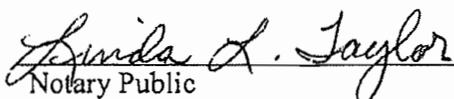


Amy Vanderbrook, M.D.
Ophthalmology

Rosin Eye Care
145 Ogden Avenue
Downers Grove, Illinois 60515

Subscribed and sworn to me
This 4 day of September, 2014





Notary Public

ATTACHMENT - 1

Patient Zip Code	Cases
60546	1
60101	2
60503	3
60505	2
60506	1
60103	1
60402	15
60440	13
60490	1
60455	2
60155	2
60513	6
60188	3
60623	1
60632	2
60638	2
60651	1
60804	18
60514	5
60561	16
60515	21
60516	17
60124	1
60007	2
60126	2
60137	12
60139	4
60133	2
60047	1
60525	2
60439	3
60532	2
60441	2
60148	7
60534	3
60153	1
60160	1
61760	2

Patient Zip Code	Cases
60540	6
60563	4
60564	2
60565	4
60062	2
60523	4
60302	1
60465	1
60305	2
61360	2
60402	2
60181	8
60555	2
60154	3
60558	2
60559	16
60189	3
60527	3
60517	3
46311	2
Total	254