

Constantino, Mike

From: Anne Cooper [ACooper@Polsinelli.com]
Sent: Thursday, May 26, 2011 10:33 AM
To: Constantino, Mike
Subject: FW:
Attachments: Disclosure Letter.pdf

E-001-011

From: Ron Osman [mailto:rosman@marion.quitamlaw.com]
Sent: Monday, May 09, 2011 4:23 PM
To: Mike.Constantino@Illinois.gov
Cc: Kara Friedman; Anne Cooper
Subject:

Mr. Constantino, in accordance with your phone request of this date attached is the Disclosure Letter referenced in the Application. While I continue to question the relevancy of the claim that SCA somehow breached its confidentiality clause in the Letter of Intent please note that contrary to the assertions made by Dr. Ahmad and his attorneys at the hearing and in submissions to the Board regarding the letter of intent that SCA has never, to this date, provided me a copy of the Letter of Intent. As you will see from the attachments to the Disclosure Letter two of the limited partners of Marion Surgical Center are accusing Dr. Ahmad and his group of intentionally running the Center into the ground by transferring cases from the Marion service area to Dr. Ahmad's Mt Vernon Center and then attempting to purchase the Center at a bargain price. Exhibit B is filled with inaccuracies and I will not refute them in detail unless the staff or legal counsel feels it necessary. I will point out that in 1978 I was in my second year of law school and did not meet Dr. Ryll until July 1982. Also the claimed violation of the "gentleman's agreement" occurred after Dr. Ryll sold his practice and the surgery center to Medivision, Inc. and neither Dr. Ryll nor I had any control over how the practice and surgery center were operated or marketed. In addition the grievances concerning quality of care and hurt feelings complained of in the letter occurred after Dr. Ahmad and his group had cancelled their surgeries in April 2010 and gave up their block surgery time due to the low volume caused by their directing and transporting patients to Mt. Vernon. I find it interesting that in the hearing Dr. Ahmad and all the speakers in opposition to the Exemption praised the present surgical staff and did not have any criticism of the quality of care provided yet his attorney questioned their competency in Exhibit B. Once again I question the relevancy of this in the Exemption request but if you or legal counsel has any further questions please call or e-mail. Ron Osman

Ronald E. Osman
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Surgical Care Affiliates

January 26, 2011

Ronald E. Osman, Esq.
162 West Kimmel
Marion, IL 62959

Re: Disclosure Letter

Dear Mr. Osman:

This is the Disclosure Letter referred to in that certain Membership Interest Purchase Agreement dated as of the 26th day of January, 2011 by and among you, Cirurgia Centro, LLC, an Illinois limited liability company ("Purchaser"), and Surgery Center Holding, LLC ("Seller") (the "Purchase Agreement"). Marion Surgery Center, Ltd., an Illinois limited partnership (the "Partnership") and Surgical Care Affiliates, LLC, a Delaware limited liability company ("SCA") are parties to the Purchase Agreement for limited purposes.

As we have disclosed to you, Dr. Paul Juergens and Dr. Bill Hess have engaged Tom Crosby to represent them with regard to possible claims one or both of them may assert against SCA or its affiliates related to SCA's indirect ownership in the Partnership as well as its management of the ambulatory surgery center owned by the Partnership in Marion, Illinois (the "Center"). We have attached as Exhibit A copies of various correspondence from Mr. Crosby regarding this matter dated December 20, 2010, December 22, 2010 and December 27, 2010. It is our understanding that the correspondence dated December 27, 2010 which is addressed to the Illinois Health Facilities and Services Review Board was not forwarded to the addressee on such correspondence.

We have also disclosed to you that Dr. Maqbool Ahmad has engaged Kelvin Birk to represent him in connection with a possible transaction between Dr. Ahmad and Marion Holdings, LLC ("Marion Holdings"), an affiliate of SCA and general partner of the Partnership, under the terms of which Marion Holdings would sell its interest in the Partnership and SCA and the Partnership would agree to terminate the management and employee lease agreements currently in place between SCA and the Partnership. A more detailed description of this potential transaction was described in a form of Letter of Intent executed by Dr. Ahmad and Marion Holdings dated December 2, 2010 (the "Letter of Intent"). It is our understanding that you have come in to possession of a copy of this Letter of Intent and are aware of its contents. We have attached as Exhibit B a copy of a letter dated January 13, 2011 from Kelvin Birk to Charles W. Ferguson.

Based on the correspondence from Mr. Crosby, both Dr. Juergens and Dr. Hess have threatened to sue SCA, Marion Holdings and one or more of their respective affiliates (including but not limited to their respective officers, managers, employees and agents) based upon certain

Ronald E. Osman, Esq.
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acts or omissions on the part of SCA as manager of the Center and/or Marion Holdings as the general partner of the Partnership. At this time it is impossible to determine the exact nature of any suit or proceeding Dr. Juergens and or Dr. Hess may assert or the exact defendants. Under the terms of the Purchase Agreement both Dr. Juergens and Dr. Hess would be considered an individual whose claim, if asserted, would be subject to indemnification.

Based upon the correspondence from Mr. Birk, Dr. Ahmad and Dr. Umana are individuals that Mr. Birk expressly asserted may have a claim against SCA, Marion Holdings and/or one or more of their respective affiliates (including but not limited to their respective officers, managers, employees and agents). Based upon the tone of the letter and the vagueness of the claims asserted in this correspondence, virtually any employee, whether a physician or non-physician, current or former employce of Dr. Ahmad or any medical practice affiliated with Dr. Ahmad, could assert a claim against SCA, Marion Holdings or any of their respective affiliates (including but not limited to their respective officers, managers, employees and agents) based upon a variety of claims. It is also possible that Ahmad may assert a claim based upon or arising out of or from the Letter of Intent. At this time it is impossible to determine the exact nature of any suit or procceding any one or more of the aforementioned individuals or entitics may assert or the exact defendants. Under the terms of the Purchase Agreement any claim asserted by Dr. Ahmad, Dr. Umana, any entity owned or controlled by Dr. Ahmad or Dr. Umana or any current or former employee of Dr. Ahmad, Dr. Umana or any medical practice affiliated with Dr. Ahmad or Dr. Umana, if asserted, would be subject to indemnification.

Very truly yours,

SURGICAL CARE AFFILIATES



Richard L. Sharff, Jr.
Executive Vice President

EXHIBIT A

WINTERS, BREWSTER, CROSBY AND SCHAFER LLC

ATTORNEYS AT LAW
111 West Main, P.O. Box 700
MARION, IL 62959

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THOMAS F. CROSBY
PAUL J. SCHAFER

LINDA J. BRAME*
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December 20, 2010

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VIA ELECTRONIC AND CERTIFIED MAIL

Gentlemen:

This letter will serve as notification that Dr. Paul Juergens and Dr. Bill Hess, as limited partners in the Illinois limited partnership operated as the Marion Surgery Center, Ltd. dba the Surgery Center of Southern Illinois in Marion, Illinois, will take all available legal action against Surgical Care Affiliates (hereinafter SCA) to redress damages certain to flow from the planned sale of SCA's general partnership share to Dr. Maqbool Ahmad, M.D. It is the contention of our clients that the sale of SCA's controlling partnership interest to Dr. Ahmad in face SCA's knowledge of the continued pattern malfeasance by Dr. Ahmad designed to the fiscally damage the Marion Surgery Center, Ltd. is both fraudulent and constitutes a breach of SCA's fiduciary duty as a General Partner. The decision of SCA to abandon legal action to remedy the damage caused to the Surgery Center income by the wrongful acts of Dr. Ahmad, in favor of secret negotiations of the sale of SCA's General partnership interest to Dr. Ahmad assures that the substantial damages suffered by the Marion Surgery Center because of the deliberate acts of Dr. Ahmad will not be remedied. SCA has placed its welfare above that of its limited partners and has become complicit with Dr. Ahmad's fraudulent enterprise.

Throughout the period of secret negotiations with Dr. Ahmad, SCA assured Dr. Juergens and Dr. Hess that it would address the wrongful acts of Dr. Ahmad and the ongoing damage they were causing the Marion Surgery Center. By the private sale of its general partner share to Dr. Ahmad (without any consideration of its fiduciary duty to the remaining limited partners) SCA will allow Dr. Ahmad's scheme to take control of the Marion Surgery Center to succeed. SCA

knew in entering this course of action that after becoming General Partner, Dr. Ahmad will act to the detriment of limited partners not associated with Dr. Ahmad's other business.

SCA has chosen to ignore the admonishment of the March 29, 2007 letter to Dr. Ahmad from Marion Holdings LLC, which clearly also applies to the General Partner:

"...Marion Holdings asks that you bear in mind that all of the partners owe each other a duty of good faith and fair dealing to act reasonably and not in a manner that would have the effect of preventing the other parties to the partnership agreement from receiving the fruits of that contract. This is especially true for you as the holder of the majority of the limited partnership interests. In this regard, Marion Holdings hopes to overcome the obstacles you and it have faced in the past, when you have not participated in partnership meetings, have declined to consent to steps that all of the other partners agreed were necessary to preserve the business of the partnership, and have expressed that if Marion Holdings would not sell out its interest to you, then you will do what you can to undermine the partnership's business and to run it into the ground. These actions clearly violate the duties imposed upon you by law and are a proximate cause of the substantial damages the partnership as a whole and each of your fellow partners have incurred over the past several years."

When confronted by Aaron Luther in the May 11, 2010 partnership meeting how Dr. Ahmad could justify pulling cases from the Marion Surgery Center and throwing the partnership into the red for the month of April, Dr. Ahmad replied he was doing what was best for his business. SCA has now informed Dr. Hess and Dr. Juergens that SCA is joining Dr. Ahmad and abandoning its fiduciary duty of good faith and fair dealing in favor of doing what is best for SCA. Given the state of the investigation of the damages caused to the Surgery Center by Dr. Ahmad's wrong doing at the time of the secretly negotiated private sale, the circumstance give rise to a reasonable inference that the sale was in part leveraged by the ability of Dr. Ahmad, in the capacity of General partner, to prevent the partnership from suing him for damages related to deliberate violation of the non compete and other flagrant breaches of his fiduciary duties to the partnership.

Rather than capitulate to Dr. Ahmad, SCA, in exercise of its fiduciary duty, should have notified all the limited partners of its intention to leave the partnership, appraised the assets of the limited partnership and solicited other offers for the purchase of the assets of the Marion Surgery Center LTD and the associated Certificate of Need, which would have allowed our clients to recover the value of their limited partnership interests. Based on our client's understanding of the value of the Marion Surgery Center including the Certificate of Need, the total value of the assets of the limited partnership exceed Three Million Dollars and our clients would have received their proportionate limited partnership share of any net proceeds from the sale.

Absent an agreement with SCA to pay a fair market value to our clients in satisfaction of their limited partnership interest in the Marion Surgery Center, they will be left with no choice but to file suit to enjoin the sale and the transfer of the Certificate of Need from SCA to Dr. Ahmad. Should immediate action to protect the partnership interest of Dr. Juergens and Dr. Hess not be taken by SCA; in tandem with the civil action, a notification will be transmitted to the

Mr. Hayek & Mr. Luther
December 20, 2010
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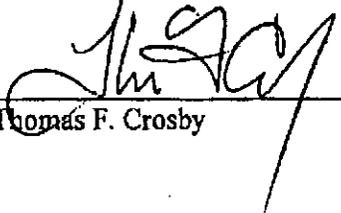
Health Facilities Planning Board requesting investigation of SCA's transfer of the Marion Surgery Center in order to allow Dr. Ahmad to acquire the CON through a course of acts in violation of the fiduciary duties owed to the partnership.

Thank you for your attention and awaiting your reply, I remain

Respectfully,

Winters, Brewster, Crosby, and Schafer LLC

By:


Thomas F. Crosby

WINTERS, BREWSTER, CROSBY AND SCHAFFER LLC

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December 22, 2010

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Re: Limited Partnership Interest Dr. Paul Juergens, Dr. Bill Hess

Gentlemen,

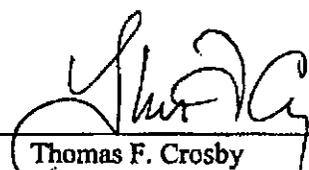
My clients were informed the closing for the proposed sale of SCA's general partnership interest is December 31, 2010. Absent receiving a proposal to value and transfer the limited partnership shares of my clients by the close of business Monday, December 27, 2010, there will be commenced a civil injunctive action and filing of a request to stay the proposed transfer by Surgical Center Affiliates of Certificate of Need #7001241, Marion Surgery Center Ltd. to Dr. Ahmad.

Thank you for your attention and awaiting your reply, I remain

Respectfully,

Winters, Brewster, Crosby, and Schafer LLC

By:


Thomas F. Crosby

WINTERS, BREWSTER, CROSBY AND SCHAFER LLC

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December 27, 2010

E-MAIL: winlaw@winterslaw.com

Dale Galassie, Acting Chair
Illinois Health Facilities and Services Review Board
2nd Floor
525 West Jefferson Street
Springfield, Il 62761

Re: Objection to Proposed Transfer by Surgical Center Affiliates of Certificate of Need
#7001241, Marion Surgery Center Ltd. dba Surgery Center of Southern Illinois

Dear Chairman Galassie:

On behalf of Dr. Paul Juergens and Dr. Bill Hess, limited partners in the Marion Surgery Center Ltd. d/b/a Surgery Center of Southern Illinois, an ambulatory surgery center in Marion, Illinois, request is hereby made that the Illinois Health Facilities and Services Review Board stay any action on the proposed transfer of Certificate of Need #7001241 currently held by Surgical Center Affiliates LLC (hereinafter "SCA") to Dr. Maqbool Ahmad or any entity owned or controlled by Dr. Maqbool Ahmad. A request is hereby made of the Board to conduct an investigation of Dr. Ahmad's ongoing breach of his fiduciary duty to the limited partnership, Marion Surgery Center Ltd which is operated in affiliation with CON #7001241.

It is the belief of Dr. Juergens and Dr. Hess that an investigation of the actions of Dr. Ahmad's attempts to acquire the general partnership interest of Marion Surgery Center and the associated CON from SCA, will disclose breaches of Dr. Ahmad's duties as a limited partner in the Marion Surgery Center Ltd. not to compete with the Marion Surgery Center of Southern Illinois facility. This investigation will establish that contrary to the assurances of Dr. Ahmad in testimony before the Board in relation to his successful attempt to obtain Certificate of Need #07061 for an ambulatory surgery center in Mount Vernon, Illinois, known as the Mt. Vernon Eye Center, Dr. Ahmad always intended to transfer patients located outside of the approved service area for CON # 07061. In April of 2010 when the Mt. Vernon Eye Center was completed, Dr. Ahmad transferred surgical cases previously scheduled to be performed at the Marion Surgery Center to his Mt. Vernon Eye Center. Dr. Ahmad continues to transport patients residing within the service territory of the Marion Surgery Center to Mt. Vernon Eye Center. Dr. Ahmad continues to transfer to the Mt. Vernon Eye Center cases from outside of the 30 minute

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December 27, 2010
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service area which are within Marion Surgery Center's service area. The transfer of the Marion case load to the Mount Vernon facility was part of a course of conduct designed by Dr. Ahmad to render the Marion Surgery Center financially unviable. SCA has informed Dr. Hess and Dr. Juergens that the fact the Surgery Center has been unable to absorb the losses caused by Dr. Ahmad to the Marion Surgery Center resulted in SCA's decision to sell its general partnership interest to Dr. Ahmad.

Thank you for your attention and awaiting your reply, I remain

Very truly yours,

Thomas F. Crosby
For the Firm

TFC:jrp

EXHIBIT B

Birk Law Firm, LC

From the desk of
Kelvin W. Birk
Attorney and Counselor at Law
Certified Public Accountant

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January 13, 2011

Mr. Charles W. Ferguson
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
Meadowbrook Office Park
4268 I-55 North
Jackson, MS 39211

Re: Surgery Center of Southern Illinois

Dear Charles:

I spoke with Dr. Ahmad ("Ahmad") yesterday afternoon and he informed me of a lot of the history of the Surgery Center of Southern Illinois (the "Center") of which I was not aware.

Ahmad started his Ophthalmology practice in Carbondale, IL in 1978. At that time, Ron Osman ("Osman") was an attorney at Marion, IL and Dr. Ryll ("Ryll") was an Ophthalmologist at Marion, IL. Carbondale and Marion are only about fifteen miles apart so, naturally, Ahmad and Ryll were competitors. Ahmad and Ryll had a gentlemen's agreement not to actively compete against each other, i.e. Ahmad would not actively pursue clientele in Marion and Ryll would not actively pursue clientele in Carbondale.

In the 1980s, Ryll built the Center. At some point, Osman was Ryll's attorney and Osman obtained an ownership interest in the Center. Also, Osman served as a management consultant for the Center and apparently had a lucrative arrangement in that capacity. Osman and Ryll actively began pursuing patients in the Carbondale area, including providing free transportation to patients from Carbondale to Marion. Of course, this marketing technique was not illegal, but it was in contradiction to the gentlemen's agreement as described. Their pursuit of these patients was effective and it hurt Ahmad's practice. To counter this, Ahmad then expanded his practice by opening several offices in small towns in southern Illinois and performing his surgeries in hospitals in the region.

Ryll was very successful in his operations of his practice (the "Practice") and the Center. Also, Osman benefited greatly from the management contract that he had with the Center. Ryll and Osman sold the Center to MediVision, Inc. ("Medivision"), reportedly for a great deal of money. Also, at the same time, Ryll sold the Practice to Medivision. Ryll became an employee

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of Medivision. Ahmad is not sure if Osman continued in a management consultant role after the Medivision purchase, but he thinks that he did. After Medivision bought the Center, Ahmad gradually gained a lot of patients. Ahmad attributes this mostly to poor management decisions of Medivision and a lack of hands-on management by them of both the Center and the Practice.

In 1993, Ahmad bought a 30% interest in the Center from Medivision. At the same time, Ahmad bought about nine eye doctor offices located in small towns in southern Illinois from Medivision. These offices were, either exactly or generally, the Practice. Since Ahmad bought the Practice, Ryll was now Ahmad's employee.

Ahmad discontinued Ryll's employment after about one month. Ahmad also did not retain Osman as a management consultant. Ahmad had never agreed to keep them employed at the Center and had no obligation to do so. Ryll and Osman, to this day, have not forgiven Ahmad for this business decision that he made. They, and especially Osman, have attempted several times to "get back" at Ahmad for not continuing their employment relationships with the Center. Ryll is retired and no longer lives in that area. Of course, Osman still lives in the area and has his law practice next door.

One attempt at revenge by Ryll and Osman was to file a lawsuit against Ahmad and to report alleged Medicare abuses by Ahmad to Medicare. Medicare investigated Ahmad and his practices for two years and concluded there was no wrongdoing. Not yet satisfied, Osman then appealed this decision but, ultimately, Osman dismissed the complaint pursuant to a written agreement that Ahmad would not countersue. Unfortunately, the revenge and malice did not end with that complaint.

A lot of the management and other employees (the "Local Personnel") that were employed at the Center during the Ryll and Osman era remained in employment with the Center after Medivision bought the Center and after Ahmad bought his 30% interest, and in fact many have stayed through the various ownership changes and remain to this day. Ryll and Osman, in their spite, tainted many of the personnel against Ahmad. It is my understanding that the majority ownership changed from Medivision to Columbia Healthcare to HealthSouth, from which of course succeeded to Surgical Care Affiliates ("SCA").

The various majority owners, including SCA, have not exercised close management or supervision over the Local Personnel. For one example, the Center has been overstaffed for a long time. SCA management periodically inspects the Center, but day-to-day operations are still managed by Local Personnel with connections to Ryll and Osman. These Local Personnel still remain loyal to Ryll and Osman and have harassed and interfered with Ahmad for many years. Ahmad does not believe that SCA personnel know of this harassment and interference, but SCA is responsible and liable for the actions of its employees (and of the personnel it is responsible for overseeing in its subsidiaries) through the doctrine of respondeat superior. There are numerous examples of harassment and interference; suffice it to say they are too numerous to mention here and each particular instance is not relevant to this discussion. Hopefully, this

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process will not develop to the point that we need to reiterate the particular instances of harassment and interference.

When Dr. Ahmad built the surgery center in mid-2010 at Mount Vernon, IL ("MV Center"), the harassment and interference increased greatly. At approximately this same time, Dr. Juergens ("Juergens") and Dr. Hess ("Hess") became partners in the Center. Also at approximately this same time, two other new doctors from California were recruited by SCA. One of these doctors is a pain management doctor and an employee of Juergens and one is an Anesthesiologist and an employee of the Center. These two doctors were recruited as a team and have a prior relationship. Also, these two doctors have a business and/or professional relationship with Juergens. From the start of their relationship with the Center, all four of these doctors, namely Juergens, Hess and the other two mentioned here, have had animosity towards Ahmad and have harassed and interfered with his performance of services at the Center. The Local Personnel assisted and encouraged them in this harassment and interference.

One example of the interference with Ahmad's delivery of medical services to his patients is the limiting of his access to surgery rooms at the Center. In mid-2010, the Local Personnel changed Ahmad's access to one surgery room at a time. Ahmad had previously had access to two rooms at a time, which of course is typical for a high volume surgeon to allow for the surgeon to complete more surgeries. Ahmad learned of this limitation during a scheduled surgery day when, in the middle of the day, one of the surgery rooms was suddenly locked and he was prevented by the Local Personnel from continuing his surgeries in one of the rooms. Because of the order of scheduling, and this sudden, unannounced limitation of access to the two rooms, Ahmad had to change the order of his remaining surgeries for that day, and some of the patients had to wait longer than expected for their surgeries. Due to these factors, one of Ahmad's patients could have developed complications that would not have developed if normal, common sense procedures had been followed. The Local Personnel also similarly limited Ahmad's associate, Dr. Umana ("Umana") in the same fashion.

This limitation of access to surgery rooms was not necessary, and is but one example of the harassment and interference with Ahmad by the Local Personnel. There was ample amount of other times that were available for the other doctors that were scheduled over Ahmad's typical surgery time.

Another example of the obnoxious behavior by the Local Personnel occurred a few months ago. The Local Personnel contrived the idea to have a party for Ryll, something of a 30th anniversary of his practice. The absurdity in this is that they apparently failed to remember that he had not been there for almost 20 years. The Local Personnel sent invitations to Ahmad and to the employees of Ahmad's practice, which are not even involved in the Center. The Local Personnel knew that Ryll had maliciously sued Ahmad. The Local Personnel knew that Ryll and Ahmad were enemies. There was no reasonable purpose, and in fact quite ridiculous, to have a 30 year anniversary party for someone that had not been there for more than half that time. The sole purpose of this party was to further intimidate and harass Ahmad and his employees. The Local Personnel have become obsessed with and more concerned about harassing Ahmad and his

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employees than they are about managing the Center. As Ahmad told me, they created a poisonous and obnoxious environment in which he could not continue to work.

The Local Personnel also interfere with Ahmad's employee, particularly Umana. Umana, an African-American, has withstood numerous instances of harassment by one of the employees at the Center. This employee has made racist remarks to Umana on many occasions. This same employee also uses very abusive language around Ahmad and Umana, and is openly hostile to each of them. The local management does nothing to prevent these and other actions, and tacitly approves of them by the lack of admonishment to the employees that conduct themselves in such manner.

Again, I am not attempting to provide a list of all the harassment and interference. The specific examples listed are extreme enough to make my point.

Also, in mid-2010, a new Ophthalmologist from Cape Girardeau, MO was recruited to the Center. This new Ophthalmologist was recruited to the Center at the same time that Ahmad and Umana were being increasingly harassed and interfered with and having their access to surgery rooms severely curtailed. There was no reason for the recruitment of a new Ophthalmologist that would pass the business judgment rule. Keep in mind, Ahmad learned of this limitation to his access to the surgery rooms in the middle of a scheduled surgery day for him, by the Local Personnel locking the door. Keep in mind, these actions by the Local Personnel changed the delivery of health care to patients by Ahmad and Umana. Ahmad and Umana reached a point where they could not trust the Local Personnel.

At this point, even though Ahmad had built the MV Center, he continued to perform surgeries at the Center. However, Ahmad was not willing to let the Local Personnel interfere with his surgical performance and delivery of health care to his patients. Due to the harassment and interference, Ahmad and Umana began performing surgeries at another surgery center located in Marion and at one in Cape Girardeau. Ahmad and Umana quickly developed good relationships with the personnel at these other centers. Ahmad stopped his surgeries at the Center only after the harassment and interference increased considerably in 2010. Ahmad could not continue to work in what had become a very hostile environment for him and Umana. Ahmad and Umana could not provide the high quality of health care that they are known for, nor could they risk their good reputations by working in such a hostile work situation.

Obviously, the personnel at the Center that have treated Ahmad in such an unprofessional and indignant manner realize that they will not be employed at the Center after Ahmad is effectively the general partner. Common sense tells them so. These people, which include Juergens and Hess, once learning that Ahmad and SCA were working on a transaction wherein Ahmad would be the majority owner and general partner, began to plan how they could prevent the transaction from taking effect. Part of this plan was to contact Osman, who they knew would be more than willing to do anything that would upset plans of Ahmad.

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Osman, having heard that Ahmad and SCA were working on a "deal", sees another avenue to harass Ahmad. It is true that SCA has been brought into the ongoing dispute between Osman and Ahmad, but remember that it is not Ahmad that brought SCA into the dispute. Ahmad negotiated with SCA and has been proceeding with SCA according to the Letter Of Intent and with the definitive agreements and has not brought Osman, Juergens, Hess or anyone else into the mix.

As you know, Ahmad has, in good faith, proceeded with his CON application before the definitive agreements between him and SCA were executed. SCA has stated that they want to move the process quickly, that time is of the essence, but any decisions on their part have usually taken three to four weeks whereas decisions on Ahmad's part have usually taken one or two days. Ahmad remains ready to move ahead with the definitive agreements and proceed with this transaction. Any transaction with Osman will put SCA back at the starting line as far as getting a transaction started, let alone a valid CON completed and the transaction completed.

If SCA proceeds with selling their interest to Osman, Ahmad will be forced to bring suit against SCA for Interference With Business Relationships and related causes of action. This is certainly not the course of action preferred by Ahmad, but he is ready, willing and able to pursue it, for all the reasons outlined in this letter, if he needs to do so to protect his interests. Furthermore, Ahmad several and other doctors will vehemently oppose the CON of Osman, assuming that Osman can get to the point of completing and submitting a bona fide CON. It is very unlikely that Osman will reach that point, considering the surgery caseload volume and several factors involved in completing an Illinois CON that I outlined in my email to you Monday.

Thank you for your attention to this matter. If you have any questions, feel free to contact me.

Sincerely,

BIRK LAW FIRM, LC

By _____
Kelvin W. Birk

KB/ms

pc: Dr. Maqbool Ahmad