McGuireWoods LLP
77 West Wacker Drive
Suite 4100
Chicago, IL 60601-1818
Phone: 312.849.8100
Fax: 312.849.3690
www.mcguirewoods.com

Holly Carnell
Direct: 312.750.3687

McGUIREWOODS

hcarnell@mcguirewoods.com
Direct Fax: 312.698.4504

10-048

July 21, 2010

RECEIVED

JUL 23 2010

HEALTH FACILITIES &
SERVICES REVIEW BOARD

Via Federal Express

Illinois Health Facilities and Services
Review Board
525 West Jefferson Street, 2nd Floor
Springfield, IL 62761

Re: Certificate of Need Permit Application

Dear Sir/Madam:

Enclosed herewith for your review are two copies of the Certificate of Need Permit Application we are submitting on behalf of Bloomington-Normal Healthcare Surgery Center, L.L.C., Eastland Medical Plaza Surgicenter, L.L.C. and Eastland Holdings, LLC.

Should you have any questions, please contact Jeffrey Clark at 312-750-8636.

Very truly yours,

Holly Carnell

Holly Carnell

HC:ram
Encls.

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10-048

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

RECEIVED
JUL 23 2010
HEALTH FACILITIES & SERVICES REVIEW BOARD

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: Bloomington-Normal Healthcare Surgery Center		
Street Address: 2100 Fort Jesse Road		
City and Zip Code: Normal, 61761		
County: McLean	Health Service Area: 4	Health Planning Area: D-2

Applicant /Co-Applicant Identification: Applicant #1
[Provide for each co-applicant [refer to Part 1130.220].

Exact Legal Name: Bloomington-Normal Healthcare, L.L.C.
Address: 2100 Fort Jesse Road
Name of Registered Agent: Mark Lanzerotte, M.D.
Name of Managing Member: Thomas Pliura, MD
Managing Member Address: 2100 Fort Jesse Road, Normal, IL 61761
Telephone Number: (309) 834-4000

Type of Ownership of Applicant/Co-Applicant

- ☐ Non-profit Corporation
- ☐ For-profit Corporation
- ☒ Limited Liability Company
- ☐ Partnership
- ☐ Governmental
- ☐ Sole Proprietorship
- ☐ Other

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

APPEND DOCUMENTATION AS ATTACHMENT-1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Primary Contact
[Person to receive all correspondence or inquiries during the review period]

Name: Edward Colloton
Title: Executive Director
Company Name: Bloomington-Normal Healthcare, L.L.C.
Address: 2100 Fort Jesse Road, Normal, IL 61761
Telephone Number: 309-662-7700
E-mail Address: ecolloton@gmail.com
Fax Number: 309-662-0829

Additional Contact
[Person who is also authorized to discuss the application for permit]

Name: Jeffrey C. Clark
Title: Partner
Company Name: McGuireWoods, L.L.P.
Address: 77 West Wacker Drive
Telephone Number: 312.750.8636
E-mail Address: jclark@mcguirewoods.com
Fax Number: 312.920.7230

Post Permit Contact

[Person to receive all correspondence subsequent to permit issuance-**THIS PERSON MUST BE EMPLOYED BY THE LICENSED HEALTH CARE FACILITY AS DEFINED AT 20 ILCS 3960**

Name: Brenda Cyrulik
Title: Administrator
Company Eastland Medical Plaza Surgicenter, LLC
Address: 1505 Eastland Drive, Bloomington, IL 61701
Telephone Number: (309) 662-3311 x 1116
E-mail Address: Brenda.S.Cyrulik@osfhealthcare.org
Fax Number: (309) 662-9527

Applicant /Co-Applicant Identification: Applicant #2

[Provide for each co-applicant [refer to Part 1130.220].

Exact Legal Name: Eastland Medical Plaza Surgicenter, L.L.C.
Address: 1505 Eastland Drive, Bloomington, IL 61701
Name of Registered Agent: Penelope M. Lechtenberg
Name of Managing Member: Eastland Medical Plaza Surgicenter, L.L.C. is managed by a Board of Managers, and John Zell serves as the Chairperson of the Board.
Managing Member Address: 2100 Fort Jesse Road, Normal, IL 61761
Telephone Number: (309) 662-2500

Type of Ownership of Applicant/Co-Applicant

☐ Non-profit Corporation ☐ Partnership
☐ For-profit Corporation ☐ Governmental
☒ Limited Liability Company ☐ Sole Proprietorship ☐ Other

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

APPEND DOCUMENTATION AS ATTACHMENT-1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Primary Contact

[Person to receive all correspondence or inquiries during the review period]

Name: John Zell
Title: Chief Financial Officer
Company St. Joseph Medical Center
Address: 2200 E. Washington St., Bloomington, Illinois 61701
Telephone Number: 309-662-3311
E-mail Address: John.R.Zell@osfhealthcare.org
Fax Number: 309-662-7143

Additional Contact

[Person who is also authorized to discuss the application for permit]

Name: Jeffrey C. Clark
Title: Partner
Company Name: McGuireWoods, L.L.P.
Address: 77 West Wacker Drive
Telephone Number: 312.750.8636
E-mail Address: jclark@mcguirewoods.com
Fax Number: 312.920.7230

Post Permit Contact

[Person to receive all correspondence subsequent to permit issuance-**THIS PERSON MUST BE EMPLOYED BY THE LICENSED HEALTH CARE FACILITY AS DEFINED AT 20 ILCS 3960**

Name: Brenda Cyrulik
Title: Administrator
Company Eastland Medical Plaza Surgicenter, LLC
Address: 1505 Eastland Drive, Bloomington, IL 61701
Telephone Number: (309) 662-3311 x 1116
E-mail Address: Brenda.S.Cyrulik@osfhealthcare.org
Fax Number: (309) 662-9527

Applicant /Co-Applicant Identification: Applicant #3

[Provide for each co-applicant [refer to Part 1130.220].

Exact Legal Name: Eastland Holdings, L.L.C.
Address: 1505 Eastland Drive, Bloomington, IL - 61701
Name of Registered Agent: Penelope M. Lechtenberg
Name of Managing Manager: N/A – Eastland Holdings, L.L.C. is managed by a Board of Managers, and John Zell serves as the Chairperson of the Board.
Managing Manager Address: 1505 Eastland Drive, Bloomington, IL - 61701
Telephone Number: 309-662-7143

Type of Ownership of Applicant/Co-Applicant

☐ Non-profit Corporation	☐ Partnership	
☐ For-profit Corporation	☐ Governmental	
☒ Limited Liability Company	☐ Sole Proprietorship	☐ Other

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

APPEND DOCUMENTATION AS ATTACHMENT-1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Primary Contact

[Person to receive all correspondence or inquiries during the review period]

Name: John Zell
Title: Chief Financial Officer
Company St. Joseph Medical Center
Address: 2200 E. Washington St., Bloomington, Illinois 61701
Telephone Number: 309-662-3311
E-mail Address: John.R.Zell@osfhealthcare.org
Fax Number: 309-662-7143

Additional Contact

[Person who is also authorized to discuss the application for permit]

Name: Jeffrey C. Clark
Title: Partner
Company Name: McGuireWoods, L.L.P.
Address: 77 West Wacker Drive
Telephone Number: 312.750.8636
E-mail Address: jclark@mcguirewoods.com
Fax Number: 312.920.7230

Post Permit Contact

[Person to receive all correspondence subsequent to permit issuance-**THIS PERSON MUST BE EMPLOYED BY THE LICENSED HEALTH CARE FACILITY AS DEFINED AT 20 ILCS 3960**

Name: Brenda Cyrulik
Title: Administrator
Company Eastland Medical Plaza Surgicenter, LLC
Address: 1505 Eastland Drive, Bloomington, IL 61701
Telephone Number: (309) 662-3311 x 1116
E-mail Address: Brenda.S.Cyrulik@osfhealthcare.org
Fax Number: (309) 662-9527

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Bloomington-Normal Healthcare Real Estate, L.L.C.
Address of Site Owner: 115 W. Jefferson, Suite 200, Attn: Dennis Knobloch, P.O. Box 3217, Bloomington, IL 61702-3217
Street Address or Legal Description of Site: 2100 Fort Jesse Road, Normal, IL, 61761 **Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statement, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease or a lease.**
APPEND DOCUMENTATION AS ATTACHMENT-2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Operating Identity/Licensee

[Provide this information for each applicable facility, and insert after this page.]

Exact Legal Name: Bloomington-Normal Healthcare, L.L.C.
Address: 2100 Fort Jesse Road, Normal, IL 61561

- ☐ Non-profit Corporation
- ☐ For-profit Corporation
- ☒ Limited Liability Company
- ☐ Partnership
- ☐ Governmental
- ☐ Sole Proprietorship
- ☐ Other

- Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.
- Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.
- **Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.**

APPEND DOCUMENTATION AS ATTACHMENT-3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Organizational Relationships

Provide (for each co-applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.

APPEND DOCUMENTATION AS ATTACHMENT-4, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Flood Plain Requirements

[Refer to application instructions.]

Provide documentation that the project complies with the requirements of Illinois Executive Order #2005-5 pertaining to construction activities in special flood hazard areas. As part of the flood plain requirements please provide a map of the proposed project location showing any identified floodplain areas. Floodplain maps can be printed at **www.FEMA.gov** or **www.illinoisfloodmaps.org**. **This map must be in a readable format**. In addition please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2005-5 (**http://www.hfsrb.illinois.gov**). **THIS SECTION OF THE APPLICATION IS INAPPLICABLE AS THE PROJECT DOES NOT INVOLVE NEW CONSTRUCTION.**

APPEND DOCUMENTATION AS ATTACHMENT -5, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Historic Resources Preservation Act Requirements

[Refer to application instructions.]

Provide documentation regarding compliance with the requirements of the Historic Resources Preservation Act. **THIS SECTION OF THE APPLICATION IS INAPPLICABLE AS THE PROJECT DOES NOT INVOLVE NEW CONSTRUCTION.**

APPEND DOCUMENTATION AS ATTACHMENT-6, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

DESCRIPTION OF PROJECT

1. Project Classification

[Check those applicable - refer to Part 1110.40 and Part 1120.20(b)]

Part 1110 Classification:	Part 1120 Applicability or Classification: [Check one only.]
☐ Substantive	☐ Part 1120 Not Applicable
	☐ Category A Project
☒ Non-substantive	☒ Category B Project
	☐ DHS or DVA Project

2. Narrative Description

Provide in the space below, a brief narrative description of the project. Explain **WHAT** is to be done in **State Board defined terms, NOT WHY** it is being done. If the project site does NOT have a street address, include a legal description of the site. Include the rationale regarding the project's classification as substantive or non-substantive.

Bloomington-Normal Healthcare, L.L.C. owns and operates a 13,878 gross sq. foot Ambulatory Surgical Treatment Center (the "Facility"). The Facility is located at 2100 Fort Jesse Road in Normal, Illinois 61761 and includes four operating rooms and 13 recovery stations (Eight Stage 1 and Five Stage 2).

The applicants are (1) Bloomington-Normal Healthcare, L.L.C., (2) Eastland Holdings, LLC, and (3) Eastland Medical Plaza Surgicenter, L.L.C. (the "Applicants").

Upon approval by the Illinois Health Facilities Planning Board, Eastland Holdings, LLC, a subsidiary of Eastland Medical Plaza Surgicenter, L.L.C. that was formed for the purpose of merging with Bloomington-Normal Healthcare, LLC, will merge into Bloomington-Normal Healthcare, L.L.C. Bloomington-Normal Healthcare, L.L.C. will be the surviving entity of the Eastland Holdings, LLC/Bloomington-Normal Healthcare, L.L.C. merger.

Post-merger, Bloomington-Normal Healthcare, L.L.C. will be a wholly-owned subsidiary of Eastland Medical Plaza Surgicenter, L.L.C. Eastland Medical Plaza Surgicenter, L.L.C. pre- and post-merger is 50% owned by OSF Health Care System. After the transaction, OSF Health Care System will also indirectly own 50% of Bloomington-Normal Healthcare, L.L.C. No other person will have a 50% ownership share. Eastland Medical Plaza Surgicenter, L.L.C. will not undergo a change of ownership as that term is defined by Section 1130.140 of the Planning Board rules.

The fair market value of the Facility is approximately $13,341,000.00, and the transaction cost is reflected as this value. Under the terms of the Merger Agreement, OSF Healthcare System and owners of Bloomington-Normal Healthcare, L.L.C. who are also owners of Eastland Medical Plaza Surgicenter, L.L.C. will retain their units in Eastland Medical Plaza Surgicenter, L.L.C. and will receive cash in exchange for their units in Bloomington-Normal Healthcare, L.L.C. Some owners of Bloomington-Normal Healthcare, L.L.C. will be redeemed and their rights as members of Bloomington-Normal Healthcare, L.L.C. will terminate following the closing of the transaction. Eastland Medical Plaza Surgicenter, L.L.C. shall exchange an aggregate amount of $10,098,629 and 282.56 Eastland Medical Plaza Surgicenter, L.L.C. units in exchange for all outstanding Bloomington-Normal Healthcare, L.L.C. units.[1]

This merger is classified as a Category B, non-substantive project, pursuant to 77 Ill. Adm. Code 1110.40(b) and 1120.20(b), because the project exceeds $2 million in value. The merger is a change of ownership as defined in 77 Ill. Adm. Code 1130.140. Resultantly, the merger will be evaluated against the following review criteria: 77 Ill. Adm. Code 1110.230, 1110.240 and Part 1120.

The current employees and management staff will remain in place, except for changes that occur in the ordinary course of business. Bloomington-Normal Healthcare, L.L.C. will continue to hold its current licenses and certifications, and plans to provide appropriate notice to the relevant state and federal regulators regarding the merger.

The project does not involve any construction or modification relating to the Facility's physical plant. As a result, there will be no construction costs associated with this transaction. This project is solely a change of ownership. The gross square footage of the Facility will not change, and the scope of services will remain the same following the transaction.

The merger will be completed as soon as is practicable after receipt of the Certificate of Need from the Illinois Health Facilities Planning Board. The anticipated project completion date is no later than November 30, 2010, unless otherwise extended by agreement of the parties. Consistent with 77 Ill. Adm. Code 1100.350, the merger will strengthen the interrelationships between the Applicants and, in doing so, increase the efficiency, effectiveness and quality of care available within the community.

[1] The aggregate consideration paid by Eastland Medical Plaza Surgicenter, LLC for the Bloomington-Normal Healthcare, LLC units is equal to the fair market value of the Facility, or $13,341,000.00.

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			
Contingencies			
Architectural/Engineering Fees			
Consulting and Other Fees			
Movable or Other Equipment (not in construction contracts)			
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space or Equipment			
Other Costs To Be Capitalized	$13,341,000		$13,341,000
Acquisition of Building or Other Property (excluding land)			
TOTAL USES OF FUNDS	$13,341,000		$13,341,000
SOURCE OF FUNDS	**CLINICAL**	**NONCLINICAL**	**TOTAL**
Cash and Securities			
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)			
Governmental Appropriations			
Grants			
Other Funds and Sources	$13,341,000		$13,341,000
TOTAL SOURCES OF FUNDS	$13,341,000		$13,341,000

NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT-7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Related Project Costs

Provide the following information, as applicable, with respect to any land related to the project that will be or has been acquired during the last two calendar years:

Land acquisition is related to project ☐ Yes ☒ No
Purchase Price: $ N/A
Fair Market Value: $ N/A

The project involves the establishment of a new facility or a new category of service
☐ Yes ☒ No

If yes, provide the dollar amount of all **non-capitalized** operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100.

Estimated start-up costs and operating deficit cost is $ N/A .

Project Status and Completion Schedules

Indicate the stage of the project's architectural drawings:

☒ None or not applicable ☐ Preliminary

☐ Schematics ☐ Final Working

Anticipated project completion date (refer to Part 1130.140): November 30, 2010

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

☐ Purchase orders, leases or contracts pertaining to the project have been executed.
☐ Project obligation is contingent upon permit issuance. Provide a copy of the contingent "certification of obligation" document, highlighting any language related to CON Contingencies
☒ Project obligation will occur after permit issuance.

APPEND DOCUMENTATION AS ATTACHMENT-8, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

State Agency Submittals

Are the following submittals up to date as applicable:
☐ Cancer Registry
☐ APORS
☒ All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
☐ All reports regarding outstanding permits
Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.

Cost Space Requirements

Provide in the following format, the department/area **DGSF** or the building/area **BGSF** and cost. The type of gross square footage either **DGSF** or **BGSF** must be identified. The sum of the department costs **MUST** equal the total estimated project costs. Indicate if any space is being reallocated for a different purpose. Include outside wall measurements plus the department's or area's portion of the surrounding circulation space. **Explain the use of any vacated space.**

		Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
Dept. / Area	**Cost**	**Existing**	**Proposed**	**New Const.**	**Modernized**	**As Is**	**Vacated Space**
REVIEWABLE							
Medical Surgical							
Intensive Care							
Diagnostic Radiology							
MRI							
Total Clinical							
NON REVIEWABLE							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL							

APPEND DOCUMENTATION AS ATTACHMENT-9, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Facility Bed Capacity and Utilization

Complete the following chart, as applicable. Complete a separate chart for each facility that is a part of the project and insert following this page. Provide the existing bed capacity and utilization data for the latest **Calendar Year for which the data are available. Include observation days in the patient day totals for each bed service.** Any bed capacity discrepancy from the Inventory will result in the application being deemed **incomplete**.

This section of the application is inapplicable as the project does not involve a facility that has existing bed capacity.

FACILITY NAME:			CITY:		
REPORTING PERIOD DATES:	From:		to:		
Category of Service	**Authorized Beds**	**Admissions**	**Patient Days**	**Bed Changes**	**Proposed Beds**
Medical/Surgical					
Obstetrics					
Pediatrics					
Intensive Care					
Comprehensive Physical Rehabilitation					
Acute/Chronic Mental Illness					
Neonatal Intensive Care					
General Long Term Care					
Specialized Long Term Care					
Long Term Acute Care					
Other ((identify)					
TOTALS:					

CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) are:

- in the case of a corporation, any two of its officers or members of its Board of Directors;
- in the case of a limited liability company, any two of its managers or members (or the sole manger or member when two or more managers or members do not exist);
- in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- in the case of a sole proprietor, the individual that is the proprietor.

This Application for Permit is filed on the behalf of Bloomington-Normal Healthcare, L.L.C. * **in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.**

SIGNATURE	SIGNATURE
Edward Colloton	John Wieland
PRINTED NAME	PRINTED NAME
Executive Director	Vice President, Board of Mngrs.
PRINTED TITLE	PRINTED TITLE
Notarization: Subscribed and sworn to before me this 20 day of July 2010	Notarization: Subscribed and sworn to before me this 20 day of July 2010
Signature of Notary	Signature of Notary
Seal: OFFICIAL SEAL SUZANNE REESE NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:10/18/10	Seal: OFFICIAL SEAL SUZANNE REESE NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:10/18/10

*Insert EXACT legal name of the applicant

CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) are:

- in the case of a corporation, any two of its officers or members of its Board of Directors;
- in the case of a limited liability company, any two of its managers or members (or the sole manger or member when two or more managers or members do not exist);
- in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- in the case of a sole proprietor, the individual that is the proprietor.

This Application for Permit is filed on the behalf of Eastland Medical Plaza Surgicenter, L.L.C. * **in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.**

SIGNATURE

JOHN R ZELL
PRINTED NAME

MEMBER, BOARD OF MANAGERS
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 16 day of July, 2010

Signature of Notary

Seal

OFFICIAL SEAL
TERRY A PASQUALE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-8-2014

SIGNATURE

DAVID H. NAOUM
PRINTED NAME

MEMBER, BOARD OF MANAGERS
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 16 day of July, 2010

Signature of Notary

Seal

OFFICIAL SEAL
TERRY A PASQUALE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-8-2014

*Insert EXACT legal name of the applicant

CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) are:

- in the case of a corporation, any two of its officers or members of its Board of Directors;
- in the case of a limited liability company, any two of its managers or members (or the sole manger or member when two or more managers or members do not exist);
- in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- in the case of a sole proprietor, the individual that is the proprietor.

This Application for Permit is filed on the behalf of Eastland Holdings, L.L.C. *
in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.

SIGNATURE

JOHN R ZELL
PRINTED NAME

MEMBER BOARD OF MANAGERS
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 16 day of July, 2010

Terry A. Pasquale
Signature of Notary

Seal

OFFICIAL SEAL
TERRY A PASQUALE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-8-2014

*Insert EXACT legal name of the applicant

SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS

This Section is applicable to all projects except those that are solely for discontinuation with no project costs.

Criterion 1110.230 – Background, Purpose of the Project, and Alternatives

READ THE REVIEW CRITERION and provide the following required information:

BACKGROUND OF APPLICANT

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.
2. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant during the three years prior to the filing of the application.
3. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to: official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**
4. If, during a given calendar year, an applicant submits more than one application for permit, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest the information has been previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

APPEND DOCUMENTATION AS ATTACHMENT-11, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-4) MUST BE IDENTIFIED IN ATTACHMENT 11.

PURPOSE OF PROJECT

1. Document that the project will provide health services that improve the health care or well-being of the market area population to be served.
2. Define the planning area or market area, or other, per the applicant's definition.
3. Identify the existing problems or issues that need to be addressed, as applicable and appropriate for the project. [See 1110.230(b) for examples of documentation.]
4. Cite the sources of the information provided as documentation.
5. Detail how the project will address or improve the previously referenced issues, as well as the population's health status and well-being.
6. Provide goals with quantified and measurable objectives, with specific timeframes that relate to achieving the stated goals **as appropriate**.

For projects involving modernization, describe the conditions being upgraded if any. For facility projects, include statements of age and condition and regulatory citations if any. For equipment being replaced, include repair and maintenance records.

NOTE: Information regarding the "Purpose of the Project" will be included in the State Agency Report.

APPEND DOCUMENTATION AS ATTACHMENT-12, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-6) MUST BE IDENTIFIED IN ATTACHMENT 12.

ALTERNATIVES

1) Identify ALL of the alternatives to the proposed project:

Alternative options must include:

A) Proposing a project of greater or lesser scope and cost;

B) Pursuing a joint venture or similar arrangement with one or more providers or entities to meet all or a portion of the project's intended purposes; developing alternative settings to meet all or a portion of the project's intended purposes;

C) Utilizing other health care resources that are available to serve all or a portion of the population proposed to be served by the project; and

D) Provide the reasons why the chosen alternative was selected.

2) Documentation shall consist of a comparison of the project to alternative options. The comparison shall address issues of total costs, patient access, quality and financial benefits in both the short term (within one to three years after project completion) and long term. This may vary by project or situation. **FOR EVERY ALTERNATIVE IDENTIFIED THE TOTAL PROJECT COST AND THE REASONS WHY THE ALTERNATIVE WAS REJECTED MUST BE PROVIDED.**

3) The applicant shall provide empirical evidence, including quantified outcome data that verifies improved quality of care, as available.

APPEND DOCUMENTATION AS ATTACHMENT-13, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION VI - MERGERS, CONSOLIDATIONS AND ACQUISITIONS/CHANGES OF OWNERSHIP

This Section is applicable to projects involving merger, consolidation or acquisition/change of ownership.

NOTE: For all projects involving a change of ownership THE TRANSACTION DOCUMENT must be submitted with the application for permit. The transaction document must be signed dated and contain the appropriate contingency language.

A. Criterion 1110.240(b), Impact Statement

Read the criterion and provide an impact statement that contains the following information:

1. Any change in the number of beds or services currently offered.
2. Who the operating entity will be.
3. The reason for the transaction.
4. Any anticipated additions or reductions in employees now and for the two years following completion of the transaction.
5. A cost-benefit analysis for the proposed transaction.

B. Criterion 1110.240(c), Access

Read the criterion and provide the following:

1. The current admission policies for the facilities involved in the proposed transaction.
2. The proposed admission policies for the facilities.
3. A letter from the CEO certifying that the admission policies of the facilities involved will not become more restrictive.

C. Criterion 1110.240(d), Health Care System

Read the criterion and address the following:

1. Explain what the impact of the proposed transaction will be on the other area providers.
2. List all of the facilities within the applicant's health care system and provide the following for each facility.
   a. the location (town and street address);
   b. the number of beds;
   c. a list of services; and
   d. the utilization figures for each of those services for the last 12 month period.
3. Provide copies of all present and proposed referral agreements for the facilities involved in this transaction.
4. Provide time and distance information for the proposed referrals within the system.
5. Explain the organization policy regarding the use of the care system providers over area providers.
6. Explain how duplication of services within the care system will be resolved.
7. Indicate what services the proposed project will make available to the community that are not now available.

APPEND DOCUMENTATION AS <u>ATTACHMENT-19,</u> IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

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:**

_____	a) Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to: 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;
X	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: 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;
_____	g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.
	TOTAL FUNDS AVAILABLE

APPEND DOCUMENTATION AS ATTACHMENT-39, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

IX. 1120.130 - Financial Viability

All the applicants and co-applicants shall be identified, specifying their roles in the project funding or guaranteeing the funding (sole responsibility or shared) and percentage of participation in that funding.

Financial Viability Waiver

The applicant is not required to submit financial viability ratios if:

1. **All of the projects capital expenditures are completely funded through internal sources**
2. **The applicant's current debt financing or projected debt financing is insured or anticipated to be insured by MBIA (Municipal Bond Insurance Association Inc.) or equivalent**
3. **The applicant provides a third party surety bond or performance bond letter of credit from an A rated guarantor.**

See Section 1120.130 Financial Waiver for information to be provided

APPEND DOCUMENTATION AS ATTACHMENT-40, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

The applicant or co-applicant that is responsible for funding or guaranteeing funding of the project shall provide viability ratios for the latest three years for which **audited financial statements are available and for the first full fiscal year at target utilization, but no more than two years following project completion.** When the applicant's facility does not have facility specific financial statements and the facility is a member of a health care system that has combined or consolidated financial statements, the system's viability ratios shall be provided. If the health care system includes one or more hospitals, the system's viability ratios shall be evaluated for conformance with the applicable hospital standards.

Bloomington-Normal Healthcare, L.L.C.

Provide Data for Projects Classified as:	**Category A or Category B (last three years)**			**Category B (Projected)**
Enter Historical and/or Projected Years:	2009	2008	2007	
Current Ratio	1.64	2.00	1.86	See Eastland consolidated data.
Net Margin Percentage	26.86	37.77	37.45	See Eastland consolidated data.
Percent Debt to Total Capitalization	0.15	2.08	3.80	See Eastland consolidated data.
Projected Debt Service Coverage	52.02	68.60	61.83	See Eastland consolidated data.
Days Cash on Hand	13.77	19.97	9.79	See Eastland consolidated data.
Cushion Ratio	5.39	8.14	4.22	See Eastland consolidated data.

Provide the methodology and worksheets utilized in determining the ratios detailing the calculation and applicable line item amounts from the financial statements. Complete a separate table for each co-applicant and provide worksheets for each.

2. Variance

Applicants not in compliance with any of the viability ratios shall document that another organization, public or private, shall assume the legal responsibility to meet the debt obligations should the applicant default.

Eastland Medical Plaza Surgicenter, L.L.C. / Eastland Holdings, L.L.C.

Provide Data for Projects Classified as:	Category A or Category B (last three years)			Category B (Projected)
Enter Historical and/or Projected Years:	2009	2008	2007	
Current Ratio	1.39	0.11	1.50	5.01
Net Margin Percentage	48.35	52.81	55.16	46.59
Percent Debt to Total Capitalization	25.64	2.17	0.00	4.94
Projected Debt Service Coverage	-	-	-	7.74
Days Cash on Hand	6.28	0.03	28.79	366.14
Cushion Ratio	0.12	0.01	-	7.78

Provide the methodology and worksheets utilized in determining the ratios detailing the calculation and applicable line item amounts from the financial statements. Complete a separate table for each co-applicant and provide worksheets for each.

2. Variance

Applicants not in compliance with any of the viability ratios shall document that another organization, public or private, shall assume the legal responsibility to meet the debt obligations should the applicant default.

APPEND DOCUMENTATION AS ATTACHMENT 41, IN NUMERICAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

X. 1120.140 - Economic Feasibility

This section is applicable to all projects subject to Part 1120.

A. Reasonableness of Financing Arrangements

The applicant shall document the reasonableness of financing arrangements by submitting a notarized statement signed by an authorized representative that attests to one of the following:

1) That the total estimated project costs and related costs will be funded in total with cash and equivalents, including investment securities, unrestricted funds, received pledge receipts and funded depreciation; or

2) That the total estimated project costs and related costs will be funded in total or in part by borrowing because:

A) A portion or all of the cash and equivalents must be retained in the balance sheet asset accounts in order to maintain a current ratio of at least 2.0 times for hospitals and 1.5 times for all other facilities; or

B) Borrowing is less costly than the liquidation of existing investments, and the existing investments being retained may be converted to cash or used to retire debt within a 60-day period.

B. Conditions of Debt Financing

This criterion is applicable only to projects that involve debt financing. The applicant shall document that the conditions of debt financing are reasonable by submitting a notarized statement signed by an authorized representative that attests to the following, as applicable:

1) That the selected form of debt financing for the project will be at the lowest net cost available;

2) That the selected form of debt financing will not be at the lowest net cost available, but is more advantageous due to such terms as prepayment privileges, no required mortgage, access to additional indebtedness, term (years), financing costs and other factors;

3) That the project involves (in total or in part) the leasing of equipment or facilities and that the expenses incurred with leasing a facility or equipment are less costly than constructing a new facility or purchasing new equipment.

C. Reasonableness of Project and Related Costs

Read the criterion and provide the following:

1. Identify each department or area impacted by the proposed project and provide a cost and square footage allocation for new construction and/or modernization using the following format (insert after this page). (see attachment 42).

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
	A	B	C	D	E	F	G	H	
Department (list below)	Cost/Square Foot New	Mod.	Gross Sq. Ft. New	Circ.*	Gross Sq. Ft. Mod.	Circ.*	Const. $ (A x C)	Mod. $ (B x E)	Total Cost (G + H)
Contingency									
TOTALS									
* Include the percentage (%) of space for circulation									

D. Projected Operating Costs

The applicant shall provide the projected direct annual operating costs (in current dollars per equivalent patient day or unit of service) for the first full fiscal year at target utilization but no more than two years following project completion. Direct cost means the fully allocated costs of salaries, benefits and supplies for the service.

E. Total Effect of the Project on Capital Costs

The applicant shall provide the total projected annual capital costs (in current dollars per equivalent patient day) for the first full fiscal year at target utilization but no more than two years following project

APPEND DOCUMENTATION AS ATTACHMENT -42, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

XI. Safety Net Impact Statement

SAFETY NET IMPACT STATEMENT that describes all of the following must be submitted for ALL SUBSTANTIVE AND DISCONTINUATION PROJECTS:

1. The project's material impact, if any, on essential safety net services in the community, to the extent that it is feasible for an applicant to have such knowledge.

2. The project's impact on the ability of another provider or health care system to cross-subsidize safety net services, if reasonably known to the applicant.

3. How the discontinuation of a facility or service might impact the remaining safety net providers in a given community, if reasonably known by the applicant.

Safety Net Impact Statements shall also include all of the following:

1. For the 3 fiscal years prior to the application, a certification describing the amount of charity care provided by the applicant. The amount calculated by hospital applicants shall be in accordance with the reporting requirements for charity care reporting in the Illinois Community Benefits Act. Non-hospital applicants shall report charity care, at cost, in accordance with an appropriate methodology specified by the Board.

2. For the 3 fiscal years prior to the application, a certification of the amount of care provided to Medicaid patients. Hospital and non-hospital applicants shall provide Medicaid information in a manner consistent with the information reported each year to the Illinois Department of Public Health regarding "Inpatients and Outpatients Served by Payor Source" and "Inpatient and Outpatient Net Revenue by Payor Source" as required by the Board under Section 13 of this Act and published in the Annual Hospital Profile.

3. Any information the applicant believes is directly relevant to safety net services, including information regarding teaching, research, and any other service.

A table in the following format must be provided as part of Attachment 43.

Safety Net Information per PA 96-0031			
CHARITY CARE			
Charity (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
Total			
Charity (cost in dollars)			
Inpatient			
Outpatient			
Total			
MEDICAID			
Medicaid (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
Total			
Medicaid (revenue)			
Inpatient			
Outpatient			
Total			

APPEND DOCUMENTATION AS ATTACHMENT-43, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

XII. Charity Care Information

Charity Care Information MUST be furnished for ALL projects.

1. All applicants and co-applicants shall indicate the amount of charity care for the latest three audited fiscal years, the cost of charity care and the ratio of that charity care cost to net patient revenue.

2. If the applicant owns or operates one or more facilities, the reporting shall be for each individual facility located in Illinois. If charity care costs are reported on a consolidated basis, the applicant shall provide documentation as to the cost of charity care; the ratio of that charity care to the net patient revenue for the consolidated financial statement; the allocation of charity care costs; and the ratio of charity care cost to net patient revenue for the facility under review.

3. If the applicant is not an existing facility, it shall submit the facility's projected patient mix by payer source, anticipated charity care expense and projected ratio of charity care to net patient revenue by the end of its second year of operation.

Charity care" means care provided by a health care facility for which the provider does not expect to receive payment from the patient or a third-party payer. (20 ILCS 3960/3) Charity Care must be provided at cost.

A table in the following format must be provided for all facilities as part of Attachment 44.

CHARITY CARE			
	Year	Year	Year
Net Patient Revenue			
Amount of Charity Care (charges)			
Cost of Charity Care			

APPEND DOCUMENTATION AS ATTACHMENT-44, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

After paginating the entire, completed application, indicate in the chart below, the page numbers for the attachments included as part of the project's application for permit:

INDEX OF ATTACHMENTS

Illinois Certificates of Good Standing for Co-Applicants

See attached.

ATTACHMENT-1

File Number 0027513-1

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

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

BLOOMINGTON-NORMAL HEALTHCARE L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON APRIL 05, 1999, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 18TH *day of* JUNE *A.D.* 2010 .

Authentication #: 1016902370

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

Jesse White

SECRETARY OF STATE

ATTACHMENT 1

File Number 0041018-7

STATE OF ILLINOIS
OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

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

EASTLAND MEDICAL PLAZA SURGICENTER, L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON MAY 03, 2000, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 18TH *day of* JUNE *A.D.* 2010 .

SEAL OF THE STATE OF ILLINOIS AUG. 26TH 1818

Authentication #: 1016902376

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

Jesse White

SECRETARY OF STATE

ATTACHMENT 1

File Number 0275760-5

STATE OF ILLINOIS
OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

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

EASTLAND HOLDINGS, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JANUARY 30, 2009, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 18TH *day of* JUNE *A.D.* 2010 .

SEAL OF THE STATE OF ILLINOIS AUG. 26TH 1818

Authentication #: 1016902382

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

Jesse White

SECRETARY OF STATE

ATTACHMENT 1

Site Ownership

ATTACHMENT-2

32

BLOOMINGTON-NORMAL HEALTH CARE

AMBULATORY SURGERY CENTER LEASE

between

BNHC REAL ESTATE, LLC, an Illinois limited liability company, Landlord

and

BLOOMINGTON-NORMAL HEALTH CARE, LLC, Tenant,
an Illinois limited liability company

for the premises commonly known as

2100 Ft. Jesse Road
Normal, IL 61761

ATTACHMENT 2

LEASE AGREEMENT
BETWEEN
BNHC REAL ESTATE, LLC, an Illinois limited liability company, Landlord
and
BLOOMINGTON-NORMAL HEALTH CARE, LLC an Illinois liability company, Tenant

This Lease Agreement ("Lease") is made and entered into as of the first (1st) day of July, 2002 and is by and between BNHC Real Estate, LLC, an Illinois limited liability company, as Landlord and Bloomington-Normal Health Care, LLC, an Illinois limited liability company, as Tenant.

RECITALS:

A. Landlord is the owner of a parcel of real property (the "Premises") improved by a single story building (the "Building") currently used as an ambulatory surgery center consisting of approximately Thirteen Thousand Eight Hundred Eighty-Eight (13,888) square feet and commonly know as 2100 Ft. Jesse Road, Normal, Illinois;

B. Tenant desires to Lease the Premises, including the Building, from Landlord and Landlord desires to Lease the Premises, including the Building, to Tenant in accordance with the Terms of this Lease; and,

C. The parties have executed this Lease for the purpose of setting forth all of the various Terms and conditions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

1. **Lease of Premises/Term**

1.1 Commencing with the date of this Lease (the "Commencement Date") Landlord does hereby demise and Lease to Tenant and Tenant does hereby accept, in its present condition, the Premises, including the Building, for the Term ("Term") as set forth herein. This Lease covers the real property and improvements as in place as of the Commencement Date. All personal property situated in the Building, including surgical equipment, trade fixtures and related property is not the property of Landlord and is not subject to this Lease. For purposes of this Lease, the word "Premises" shall include the "Building" except where the context so requires.

1.2 Unless sooner terminated as herein provided, the Term of this Lease shall be for ten (10) years, commencing on the Commencement Date and ending ("Terminate") on the 30th day of June, 2012 (the "Lease Termination Date").

ATTACHMENT 2

1.3 Provided that Tenant is not in default under the terms of this Lease, Landlord grants to Tenant three (3) options ("Options") to extend the Term of this Lease, each for an additional consecutive period of five (5) years on the same terms of this agreement (except for Adjusted Base Rental, as prescribed herein).

1.4 In order to exercise its right to extend the Term of this Lease, Tenant must notify Landlord of its election to exercise its Option by serving a written notice ("Lease Option Notice") on Landlord to that effect, not less than one-hundred eighty (180) days prior to the Lease Termination Date, or such later date as the result of the prior exercise of an Option by Tenant. The timely service of a Lease Option Notice by Tenant shall automatically extend the Term of the Lease to that date which is five (5) years from the Lease Termination Date of the current Term of the Lease.

2. **Rent/Rent Adjustments/Additional Rent**

2.1 Tenant shall pay to Landlord at the office of Landlord, or at such other place as Landlord may from time to time designate, the annual net rent of Four Hundred Sixteen Thousand, Six Hundred Forty ($416,640) Dollars ("Base Rental"), which represents a rental rate of Thirty ($30) Dollars per square foot of leasable space per year, payable in equal monthly installments of Thirty-Four Thousand Seven Hundred Twenty ($34,720) Dollars, each in advance on the first (1st) day of each and every calendar month during the Term of the Lease.

2.2 The Base Rental shall remain constant during the first three (3) years of the Term of this Lease. Commencing with the fourth (4th) year of the Term of this Lease, and annually thereafter, Tenant shall pay as annual rent ("Adjusted Base Rental") to Landlord an amount equal to the sum of: (i) the Base Rental; plus, (ii) the Base Rental multiplied by the percentage of increase in the CPI (hereinafter defined) published for the first month of the current year of the Term of this Lease over that published for the first month of the immediately preceding year of the Term of this Lease. The Adjusted Base Rental so determined shall be payable by Tenant to Landlord in equal monthly installments in the succeeding year of the Term of the Lease. An adjustment shall be made to the Base Rental in each succeeding year of the Term of this Lease, including any extended Terms resulting from the exercise of Options by Tenant. In no event, however, shall the increase in the Base Rental exceed three percent (3%) in any twelve (12) month period. The term "CPI" as used herein shall mean the Consumer Price Index for All Urban Consumers, Midwest Region, all items (1982-1984=100), published by the U.S. Department of Labor, Bureau of Labor Statistics.

2.3 All rentals hereunder shall be on a "triple net basis," which means that in addition to the Base Rental, Tenant shall also pay all real estate taxes assessed against the Premises, insurance as prescribed in Sections 11 and 12 below, and expenses for the maintenance of the Building as prescribed in Section 5 below. All such additional expenses shall, for purposes of this Lease, be deemed to be "Additional Rent." The phrase "real estate taxes" shall mean and include all real estate taxes, assessments, special taxes, special assessments, and other governmental imposition and charges of every kind and nature (except income, franchise, and taxes based upon receipt of rentals, unless enacted in lieu of real estate taxes) which shall or may, during the Term, become due and payable or arising out of or connected with the use, occupancy or possession of the Premises. Tenant shall be obligated to pay real estate taxes for that period of time concurrent with the Term of this Lease and, accordingly, taxes shall be passed-through to Tenant on an accrual basis and shall be due and payable concurrent with the termination of the Lease.

2.4 Base Rental, including Additional Rent, shall be payable without any prior demand therefore and without any deductions or setoffs whatsoever. Each monthly installment shall be due and payable monthly, in advance before the tenth (10th) day of each month. Any delinquent installment of rent shall bear interest at the rate of ten percent (10%) per annum.

3. **Use**

3.1 Tenant shall use and occupy the Premises for the operation of a licensed ambulatory surgery treatment center. Tenant shall not use and occupy the Premises for any other purpose except with the prior written approval of Landlord. Tenant will not in any manner deface or injure the Building or any part thereof or overload the floors of the Building. Tenant will not do anything or permit anything to be done upon the Premises in anyway tending to create a nuisance or tending to injure the reputation of the Building. Tenant will promptly and fully comply with all governmental, health and police requirements and regulations respecting the Premises and will not use the Premises for lodging or sleeping purposes. Tenant shall not conduct or permit to be conducted on the Premises any business which is contrary to any of the laws of the United States of America, the State of Illinois or contrary to any ordinance of the City of Normal. Tenant shall not perform or permit to be performed in the Premises any medical procedure that acts directly against human life (including surgical and chemical abortions), in vitro fertilization, or active euthanasia (including physician assisted suicide).

4. **Tenant's Obligations for Maintenance of the Premises**

4.1 Tenant will not commit any act or engage in any practice in or about the Premises which would cause injury or damage to any person or property, will use reasonable care and diligence to keep and maintain the Premises in a neat, orderly and sanitary condition, free of rubbish, dirt, and other debris, will keep the Premises, including the front sidewalk, free and clear of ice and snow, and will occupy and maintain the Premises in accordance with applicable law, city ordinances and the directions of proper public officials. If Tenant fails to so keep and maintain the Premises, Landlord may, after thirty (30) days written notice to Tenant, correct Tenant's failure and Tenant shall reimburse Landlord for Landlord's expense.

4.2 Except for Landlord's obligation to maintain certain portions of the Building, as prescribed in Section 5 below, Tenant agrees that, at its sole cost and expense, to make all non-capital repairs to the Premises, including all mechanical systems ("Building Systems"), as identified on Exhibit 4.2, attached hereto, which have been incorporated into, and are a part of the building. Tenant agrees to maintain the Building Systems in good repair and in the condition as of the Commencement Date of this Lease, except only for reasonable wear and tear, damage by fire or other casualty covered by the broadest form of fire and extended coverage insurance, and repairs occasioned by the negligence of acts of Landlord its agents or employees. Tenant shall replace promptly, at its own cost and expense with glass of like kind and quality, any plate glass or window glass, and doors of the Premises which may become cracked or broken by cause other than the act of Landlord, its agents or employees. In the event that Tenant determines that the repair of any Building System is impractical by reason of the expense, as compared to the replacement, Tenant shall advise Landlord of that fact and, thereafter, Landlord shall promptly replace the defective system or such portions thereof as to make the Building System operational.

4.3 Tenant agrees, at its sole cost and expense, during the Term of this Lease, to maintain all Building Systems serving the Building and Premises in good operating condition and to maintain and replace, as necessary, all plate glass. Tenant shall also maintain all exterior areas of the Premises, including the parking lot and green space in good and sightly condition. Tenant shall also cause the HVAC system to be inspected by a recognized HVAC contractor not less than annually during the Term of this Lease and shall provide Landlord with a copy of the inspection report by Tenant's contractor.

4.4 Tenant shall provide and pay for the cost of removal of waste and refuse and janitorial and housekeeping services to the Premises. Tenant agrees that neither Landlord nor any company, firm or individual operating, maintaining, repairing, managing or supervising the plant or facilities furnishing any of the above services, nor any of their respective agents or employees shall be liable to Tenant, or any of Tenant's employees, agents, customers or invites or anyone claiming through, by or under Tenant, for any damages, injuries, losses, expenses, claims or causes of action, because of any interruption, diminution, delay or discontinuance at anytime or for any reason in the furnishing of any of the above services; nor shall any such interruption, diminution, delay or discontinuance be deemed an eviction or disturbance of Tenant's use or possession of the Premises or any part thereof; nor shall any such interruption, diminution, delay or discontinuance relieve Tenant from full performance of Tenant's obligations under this Lease.

5. **Landlord's Obligation**

5.1 Except for damages caused by Tenant, Landlord shall be responsible for the maintenance, repair and replacement of the structure and exterior surfaces (except plate glass) including roof of the Building.

5.2 Landlord shall be responsible for the replacement of mechanical systems which fall into disrepair provided that cause of the disrepair is not as a result of Tenant's neglect to properly maintain the same.

6. **Covenant of Quiet Enjoyment**

6.1 Landlord covenants and agrees that so long as Tenant is not in default under this Lease, Tenant's peaceful and quiet possession of the Premises during the Lease Term shall not be disturbed by Landlord or any anyone claiming by, through or under Landlord (excluding, however, any mortgagee of the Landlord), subject, nevertheless, to the terms and conditions of this Lease, and to any title matters of record existing on the date hereof.

7. **Condition of Premises**

7.1 Tenant's taking possession of any portion of the Premises shall be conclusive evidence as against Tenant that such portion of the Premises was in good order and satisfactory condition when the Tenant took possession, except as to latent defects, excluding items of damage caused by Tenant, its agents, contractors and suppliers and other matters brought to Landlord's attention by Tenant in writing within ten (10) days of occupancy. No promise of Landlord to alter, remodel, repair or improve the Premises or the Building and no representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant, other than as may be contained herein or in a separate work letter agreement signed by Landlord and Tenant.

8. **Alterations**

8.1 Landlord must approve in advance in writing any renovations, alterations, or additions to the Premises or the Building desired by the Tenant. This approval and it shall not be unreasonably withheld. It shall not be unreasonable for Landlord to condition its approval upon Tenant's agreement, at its expense, to remove any such renovations, alterations or additions upon Termination of this Lease and restoring the walls, ceilings and floors of the Building to the same condition that existed prior to the date of the commencement of any renovations made by Tenant.

8.2 In the event Tenant desires to make any alterations, improvements or additions pursuant to this Section 8, the total cost of which is greater than the sum of Five Thousand ($5,000) Dollars or which involves a change in any plumbing, heating, air conditioning, ventilation, electrical or other system serving the Building ("Major Improvements") Tenant shall prior to commencing any such work:

8.2.1 Submit to Landlord for review by Landlord and its engineers, plans and specifications showing such work in reasonable detail and obtain the prior written approval of Landlord;

8.2.2 Furnish Landlord with names and addresses of all contractors and copies of all contracts with such contractors and obtain the prior written approval of Landlord thereto;

8.2.3 Provide Landlord, at Tenant's sole cost and expense, with such security as Landlord may require, as well as all necessary permits evidencing compliance with all ordinances and regulations of the City of Normal or any department or agency thereof, and with the requirements of all statutes and regulations of the State of Illinois or any department or agency thereof;

8.2.4 Provide Landlord with a certificate of insurance in form and amount satisfactory to Landlord naming Landlord as an additional insured where required by Landlord; and

8.2.5 Comply, at Tenant's sole cost and expense, with such other requests as Landlord may reasonably make in connection with such work.

8.3 All work contemplated in this Section 8, shall, at the election of Landlord, be subject to the supervision of Landlord, and Tenant shall promptly pay Landlord the reasonable cost of all such supervision.

8.4 Tenant hereby agrees to protect, defend indemnify and hold Landlord, the Building and the Premises harmless from and against any and all liabilities of every kind and description which may arise out of or in connection with repairs, replacements, alterations, improvements or additions made by Tenant except insofar as such liabilities are incurred as a result of Landlord's negligence.

8.5 Upon completing any Major Improvements, Tenant shall furnish Landlord with contractors' affidavits, sworn statements and full and final waivers of lien and receipted bills covering all labor and materials. All repairs, replacements, alterations, improvements and additions shall comply with all insurance requirements and with all ordinances and regulations of the City of Normal or any department or agency thereof and with the requirements of all statutes and regulations of the State of Illinois or any department or agency thereof. All repairs, replacements, alterations, improvements and additions shall be constructed in a good and workmanlike manner.

8.6 All alterations, improvements, additions, repairs or replacements whether temporary or permanent in character including without limitation, wall coverings, carpet and other floor coverings, special lighting installations, built-in or attached shelving, cabinetry and mirrors, made by Landlord or Tenant, upon the Premises shall become the property of Landlord and shall remain upon the Premises at the Termination of this Lease by lapse of time or otherwise without compensation to Tenant; provided, however, that Tenant shall have the right to remove Tenant's moveable office furniture, office equipment and trade fixtures (which the parties agreed do not include such items as wall coverings, carpet and other floor coverings, and special lighting installations) at Tenant's sole cost and expense.

9. **Covenant Against Liens**

9.1 Nothing contained in this Lease shall authorize or empower Tenant to do any act which shall in any way encumber Landlord's title to the Premises nor in any way subject Landlord's title to any claims by way of lien or encumbrance whether by operation of law or by virtue of any expressed or implied contract of Tenant, and any claim to a lien upon the Premises arising from any act or omission of Tenant shall attach only against Tenant's interest and shall in all respects be subordinate to the title of Landlord to the Premises. Tenant covenants and agrees to pay promptly when due all claims for work and materials furnished in connection with its maintenance of said improvements and shall not permit or suffer any liens or encumbrances to attach to the Premises and shall indemnify Landlord against loss therefrom; provided however, that Tenant shall have the right to contest in a court of competent jurisdiction any claim made in connection with the furnishing of such labor and materials, or either of them, and that, in the event of such contest, it shall not constitute a breach of this Lease if the claimant files a lien or causes the Premises to be encumbered so long as such contest of the claim shall be in progress and diligently pursued until the same is resolved, and such lien or encumbrance is removed immediately following the resolution of the claim.

10. **Damage or Destruction by Fire or Casualty**

10.1 If the Building shall be destroyed or damaged by fire or other casualty and if the Building may be repaired or restored within 120 days (plus such additional time during which Landlord may be prevented or delayed from completing the repairs for causes beyond its reasonable control and for insurance adjustments) after such damage then Landlord shall have the option to (a) repair or restore the same with reasonable promptness; or (b) elect to demolish the Building, or cease its operation, in which event this Lease shall automatically be canceled and terminated as of the date of such damage.

10.2 In the event any such damage not caused by the act or neglect of Tenant, its agents, servants, employees, guests, licensees or invites renders the Premises untenantable and if this Lease shall not be canceled and terminated by reason of such damage, the Tenant's rent obligations hereunder shall abate during the period beginning with the date of such fire or other casualty and ending with the date when Landlord's work in the Building is substantially completed, such abatement to be in amount bearing the same ratio to the total amount of rent for such period as the untenantable portion of the Building bears to the total rentable square footage of the Building. Landlord's work shall not include the repair, replacement or restoration of Tenant's fixtures or Tenant improvements, including, but not limited to, special wall and floor coverings, special lighting fixtures, built-in cabinets and bookshelves.

10.3 If such damage renders the Building untenantable, in whole or in part, and if, in the judgment of Landlord, such damage cannot reasonably be repaired and restored within 120 days (plus such additional time during which Landlord may be prevented from completing the repairs for causes beyond its reasonable control), either party shall have the right to cancel and Terminate this Lease as of the date of such damage, provided, however, that Tenant may not elect to Terminate this Lease if such damage was caused by the act or neglect of Tenant, its agents, servants, employees, guests, licensees or invites. Any right to Terminate or any other option provided for in any part in this Section 10 must be exercised by written notice to the other party served within ninety (90) days after such damage shall have occurred.

11. **Insurance** Tenant shall purchase and maintain at its expense, insurance as follows:

11.1 Insurance on the Building under policies issued by insurers of recognized responsibility admitted to do the business of insurance in the State of Illinois, and covered by its fund providing coverage against fire and other risks as may be included in extended coverage insurance including, but not limited to, vandalism and malicious mischief, theft, sprinkler leakage, water damage, explosion, malfunction or failure of heating or cooling or other apparatus, and other similar risks as is from time to time available in an amount not less than the greater of ninety percent (90%) of the full insurable replacement cost value of the Building or an amount sufficient to comply with the co-insurance requirements of the applicable policy. No additional Tenant improvements are insured unless approved by Landlord pursuant to Lease. An additional insurance premium will be assessed for the extra insurance coverage required to protect the additional Tenant improvements. Tenant improvements include but are not limited to special floor and wall coverings, special lighting fixtures, built in cabinets and book shelves and other items attached to or connected to the Building at the Tenant's request and direction.

11.2 Tenant's contents insurance coverage is the sole responsibility of the Tenant.

12. **Commercial General Liability Insurance**

12.1 In consideration of the leasing of the Premises, Tenant shall, at Tenant's expense, maintain, during the Term hereof comprehensive general liability insurance naming Landlord as an additional insured, and property damage insurance under policies issued by insurers of recognized responsibility admitted to do the business of insurance in the State of Illinois, covered by its fund, with limits of not less than Three Million ($3,000,000) Dollars in the aggregate annually, for personal injury, bodily injury, sickness, disease and death and One Million ($1,000,000) Dollars for damage or injury to or destruction of property (including the loss of use thereof) for any one occurrence. Tenant shall deliver to Landlord a certificate of insurance listing Landlord as a certificate holder evidencing such coverage upon execution hereof and thereafter replacement of such coverage not less than fifteen (15) days prior to the expiration date or cancellation of any such policy. The replacement of this insurance coverage shall be with an insurance carrier admitted to do business in the State of Illinois covered by the statewide find.

13. **Condemnation**

13.1 If the whole or any part of the Premises or the Building shall be taken or condemned by any competent authority for any public or quasi-public use or purpose or if any adjacent property or street shall be condemned or improved in such a manner as to require the use of any part of the Premises or of the Building, the Term, at the option of Landlord, shall end upon the date when the possession of the part shall be taken for such use or purpose and Landlord shall be entitled to receive the entire award without any payment to Tenant. The Tenant hereby assigns to Landlord the Tenant's interest therein, if any. Current Base Rental shall be apportioned as of the date of such Termination. Notwithstanding the foregoing to the contrary, if more than fifteen percent (15%) shall be taken or damaged under any condemnation action or any transfer in lieu thereof, and such taking or damage renders the Premises or the Building unsuitable for Tenant's operations, Tenant may cancel this Lease by written notice to Landlord within thirty (30) days after such taking of the Premises or of any other rights of Tenant under this Lease. If this Lease is not so terminated, Landlord shall promptly restore the Building to an architectural unit which is as nearly compatible as practical to the unit existing just prior to such taking and this Lease shall continue and remain in effect. During the restoration and reconstruction of the Building to an architectural unit by Landlord Base Rental hereunder shall abate in an amount bearing the same ratio to the total amount of rent for such period as the untenantable portion of the Building bears to the total rentable square footage of the Building.

14. **Waiver of Claims and Indemnity**

14.1 Landlord agrees to protect, defend, indemnify and hold Tenant harmless from and against any and all liabilities of every kind and description which may arise out of or in connection with the failure by Landlord to perform any of its obligations under this Lease or the negligence or omission to act of Landlord.

14.2 Except as otherwise provided in sub-paragraph 14.1 of this Section 14, Tenant agrees that, to the extent not expressly prohibited by law, Landlord and its officers, agents, servants, and employees, shall not be liable for, (nor shall rent abate as a result of) any direct or consequential damage (including damage claims for actual or constructive eviction) either to person or property sustained by Tenant, its servants, employees, agents, invites, or guests due to the Building or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of any accident in or about the Building, or due to any act or neglect of any Tenant or occupant of the Building or of any other person. This sub-paragraph 14.2 shall apply particularly (but not exclusively) to damage caused by water, snow, frost, steam, sewage, gas electricity, sewer gas or odors or by the bursting, and leaking or dripping of pipes, faucets and plumbing fixtures and windows and shall apply whether the damage was due to any of the causes specifically enumerated above or to some other cause of an entirely different kind. Tenant further agrees that all of Tenant's personal property on the Premises or in the Building shall be at the risk of Tenant only and that Landlord shall not be liable for any loss or damage thereto or theft thereof. Tenant shall protect, indemnify and save Landlord and its officers, agents, servants and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from injury to persons or damage to property on the Premises or in or about the Building arising out of or in connection with Tenant's use or occupancy of the Premises or Tenant's activities in the Building, or arising from any act or the negligence of Tenant, or its agents, contractors, servants or employees.

14.3 Notwithstanding anything contained in sub-paragraph 14.2 to the contrary, Tenant shall not be obligated to indemnify or hold Landlord harmless from the following:

14.3.1 The negligence, gross negligence or willful misconduct or omission to act of Landlord, its employees, agents and contractors; or

14.3.2. The failure by Landlord, its employees, agents and contractors to perform any of its obligations under this Lease.

15. **Non-Waiver**

15.1 No waiver of any condition expressed in this Lease shall be implied by any neglect of Landlord to enforce any remedy on account of the violation of such condition if such violation shall be continued or repeated subsequently, and no express waiver shall affect any condition other than the one specified in such waiver and only for the time and in the manner specifically stated. No receipt of money by Landlord from Tenant after the Termination by Landlord shall, in anyway reinstate, continue or extend the Term or Tenant's rights of possession hereunder. Tenant acknowledges and agrees that, after the service of notice, the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any rent or other sums due and such payment shall not waive or affect said notice, suit or judgment.

16. **Waiver of Notice**

16.1 Except as provided in Paragraph 17 hereof, Tenant hereby expressly waives the service of any demand for payment of rent.

17. **Landlord's Remedies**

17.1 If default shall be made in the payment of the rent or any installment thereof or the payment of any other sum required to be paid by Tenant under this Lease, or under the terms of any other agreement between Landlord and Tenant, and such default shall continue for ten (10) days after written notice to Tenant, or if default shall be made in the full and prompt performance of any of the other covenants or conditions which Tenant is required to observe and perform and such default shall continue for thirty (30) days after written notice to Tenant, or if the interest of Tenant in this Lease shall be levied on under execution or other legal process, or if any petition shall be filed by or against Tenant to declare Tenant bankrupt or to delay, reduce or modify Tenant's debts or obligations, or if Tenant be declared insolvent according to law or if any assignment of Tenant's property shall be made for the benefit of creditors, or if a receiver or trustee is appointed for Tenant or its property or if Tenant shall abandon or vacate the Premises during the Term of this Lease, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and thereupon at its option may have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

17.1.1 Landlord may terminate this Lease and the Term created hereby, in which event Landlord may repossess the Premises and be entitled to recover forthwith as damages a sum of money equal to the value of the rent and rent adjustments provided to be paid by Tenant for the balance of the stated Term of this Lease, less the fair rental value of the Premises for said period, and any other sum of money and damages owed by Tenant to Landlord. If Landlord or one of Landlord's affiliates takes possession of and occupies the Premises for its own use following termination then it shall be conclusively presumed that the fair rental value of the Premises equals the rent due hereunder.

17.1.2 Landlord may terminate Tenant's right of possession and may repossess the Premises by forcible entry or detainer suit or otherwise, without terminating this Lease, in which event Landlord may, but shall not be obligated to, relet all or any part of the Premises, for such rent and upon such terms as shall be satisfactory to Landlord (including the right to relet the Premises for a term greater or lesser than that remaining under the Term of this Lease and the right to relet the Premises as part of a larger area and the right to change the character or use made of the Premises). For the purpose of such reletting, Landlord is authorized to decorate or to make any repairs, changes, alterations, or additions in or to the Premises that may be necessary or convenient, and if Landlord shall fail to relet the Premises or if the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the costs and expenses of such decorations, repairs, changes, alterations and additions and the expenses of such reletting and of the collection of the rent accruing therefrom to satisfy the rent provided for in this Lease to be paid, then Tenant shall pay to Landlord as damages a sum equal to the amount of the rent and rent adjustments, if any, reserved in this Lease for such period or periods, or, if the Premises have been relet, Tenant shall satisfy and pay any such deficiency upon demand therefor from time to time, and Tenant agrees that Landlord may file suit to recover any sum falling due under the terms of this Paragraph and any other sums due under this Lease from time to time and that no suit or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not therefor reduced to judgment in favor of Landlord.

18. Surrender of Possession

18.1 On or before the Lease Termination Date or the Term hereby created terminates, or on or before the date Tenant's right of possession terminates, whether by lapse of time or at the option of Landlord, Tenant shall: (i) restore the Premises and the Building to the same condition as it was at the beginning of the Term, except as otherwise provided in Paragraphs 10 and 12 of this Lease and except for ordinary wear and tear; (ii) remove from the Premises and the Building all of Tenant's personal property, including its Trade Fixtures; and (iii) surrender possession of the Premises and Building to Landlord in clean condition free of all rubbish and debris.

18.2 If Tenant shall fail or refuse to restore the Premises and the Building to the above described condition on or before the specified date, Landlord may enter into and upon the Premises and the Building and put the Premises in such condition and recover from Tenant Landlord's cost of doing so. If Tenant shall fail or refuse to comply with Tenant's duty to remove all personal property from the Premises and the Building on or before the above specified date, the parties hereto agree and stipulate that Landlord may enter into an upon the Premises and may, at its election: (i) treat such failure or refusal as an offer by Tenant to transfer title to such personal property to Landlord, in which event title thereto shall thereupon pass under this Lease as a bill of sale to vest in Landlord absolutely without any cost either by setoff, credit allowance or otherwise, and Landlord may retain, remove, sell, donate, destroy, store, discard, or otherwise dispose of all or any part of personal property in any manner that Landlord shall choose; (ii) treat such failure or refusal as conclusive evidence, on which Landlord or any third party shall be entitled absolutely to rely and act, that Tenant has forever abandoned such personal property, and without accepting title thereto, Landlord may, at Tenant's expense, remove, store, destroy, discard or otherwise dispose of all or any part thereof in any manner that Landlord shall choose without incurring liability to Tenant or to any other person. In no event shall Landlord ever become, accept or be charged with the duties of a bailee (either voluntary or involuntary) of any personal property, and the failure of Tenant to remove all personal property from the Premises and the Building shall forever bar Tenant from bringing any action or from asserting any liability against Landlord with respect to any such property which Tenant fails to remove. If Tenant shall fail or refuse to surrender possession of the Premises to Landlord on or before the above specified date, Landlord may re-enter the Premises and repossess itself of its former estate and remove all persons and effects therefrom, using such force as may be necessary, without being guilty of any manor of trespass or forcible entry or detainer.

19. **Holding Over**

19.1 Tenant shall pay to Landlord the Base Rental plus the Adjusted Base Rental then applicable for each month or portion thereof Tenant shall retain possession of the Premises or any part thereof after the Termination of this Lease, whether by lapse of time or otherwise, and also shall pay all damages sustained by Landlord, whether direct or consequential, on account thereof. At the option of Landlord, expressed in a written notice to Tenant and not otherwise, such holding over shall constitute a renewal of this Lease at rental rates then prevailing for similar space in the Building for a period of one (1) year. The provisions of this Paragraph shall not operate as a waiver by Landlord of any right of re-entry hereinbefore provided.

20. **Costs Expenses and Attorney's Fees**

20.1 In case Landlord or Tenant shall, without fault on its part, be made a party to any litigation commenced by or against it arising out of or in connection with this Lease, then the party against whom judgment is entered in such litigation shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by the prevailing party in connection with such litigation. In the event judgment is entered in favor of both parties, the expenses shall be apportioned ratably. Each party shall also pay all costs, expenses and reasonable attorney's fees that may be incurred by the other in enforcing any of the covenants and agreements contained in this Lease.

21. **Compliance with Laws**

21.1 Tenant and Landlord shall operate the Premises and the Building respectively in compliance with all applicable federal, state and municipal laws, ordinances and regulations and shall not knowingly, directly or indirectly, make any use of the Premises or the Building which is prohibited by any such laws, ordinances, or regulations. Landlord covenants that sufficient parking will be available for use by Tenants of the Building and their staffs, employees, agents, visitors and patients to comply with the applicable provisions of the City of Normal Zoning Ordinance for Off-street Parking for medical or dental buildings as enacted as of the date of execution of this Lease.

22. **Certain Rights Reserved by Landlord** Landlord shall have the following rights, exercisable without notice and without liability to Tenant for damage or injury to property, person or business and without effecting an eviction, constructive or actual, or disturbance of Tenant's use of possession or giving rise to any claim for setoff or abatement of rent:

22.1 To name the Building and to change the Building's name or street address;

22.2 To install, affix and maintain any and all signs on the exterior and interior of the Building including common area and directory signage and suite identification;

22.3 To designate and approve, prior to installation, all types of window shades, blinds, drapes, and other similar equipment, and to control all internal lighting that may be visible from the exterior of the Building;

22.4 To show the Premises to prospective tenants at reasonable hours during the last nine (9) months of the Term and, if vacated during such period to decorate, remodel, repair or otherwise prepare the Premises for re-occupancy without affecting Tenant's obligation to pay rent;

22.5 To retain at all times and, and to use in appropriate instances, keys to all doors within and into the Building;

22.6 To decorate or to make repairs, alterations, additions or improvements, whether structural or otherwise, in and about the Building, or any part thereof, and for such purposes to enter upon the Building, and, during the continuance of any of said work, to temporarily close doors, entry ways, public space in corridors in the Building, all without abatement of rent or affecting any of Tenant's obligations hereunder, so long as the Premises are reasonably accessible;

22.7 To have and retain a paramount title to the Premises free and clear of any act of Tenant purporting to burden or encumber it;

22.8 To approve the weight, size and location of safes and other heavy equipment and bulky articles in and about the Premises and the Building (as not to overload the floors of the Premises), and to require all such items and furniture and similar items to be moved into and out of the Building and the Premises only at such times and in such manner as Landlord shall direct in writing. Any damages done to the Building or the Premises by taking in or putting out safes, furniture and other items, or from overloading the floor in any way, shall be paid by Tenant. Furniture, boxes, merchandise or other bulky articles shall be transported within the Building only upon or by vehicles equipped with rubber tires. Movements of Tenant's property into or out of the Building and within the Building are entirely at the risk and responsibility of Tenant, and Landlord reserves the right to require permits before allowing any such property to be moved in or out of the Building;

22.9 To prohibit the placing of vending or dispensing machines of any kind in or about the Premises without the prior written permission of Landlord;

22.10 To change the arrangement or location of entrances, passage ways, doors and doorways, corridors, toilets and other public service portions of the Building;

22.11 Landlord may enter upon the Premises and may exercise any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Tenant's use or possession and without being liable in any manner to Tenant.

23. **Estoppel** Tenant agrees that from time to time upon not less than ten (10) days prior written request by Landlord, Tenant or Tenant's duly authorized representative having knowledge of the following facts shall deliver to Landlord a statement in writing certifying:

23.1 That this Lease is unmodified and in full force and effect (or if there have been modifications that the Lease as modified is in full force and effect);

23.2 The dates to which the rent and other charges, if any, have been paid;

23.3 That neither Landlord nor Tenant is in default under any provision of this Lease, or, if in default, the nature thereof in detail; and

23.4 That there are no offsets or defenses to the payment of rent, additional rent, if any, or any other sum payable under this Lease, or, if there are any such offsets or defenses specifying such in detail.

24. **Rules and Regulations** Tenant agrees for itself, its employees, agents and servants to observe and comply at all times with the following rules and regulations with such reasonable modifications thereof and additions thereto as Landlord may from time to time make for the Building and the failure to observe and comply with such reservations, rules and regulations shall constitute a default under this Lease.

24.1 Any sign, lettering, picture, notice or advertisement installed on the Premises which is visible to the public from within the Building shall be installed at Tenant's cost and in such manner, character and style as Landlord may approve in writing. Except for signs on entrance doors, no sign, lettering, picture, notice or advertisement shall be placed on any outside window or in a position to be visible from outside the Building.

24.2 Tenant shall not make noises, cause disturbances or vibrations or use or operate any electrical or electronic devices other than devices that emit sound or other waives, or create odors or noxious fumes, any of which may be dangerous or offensive to other Tenants and occupants of the Building or that would interfere with the operation of any device or equipment or radio or television broadcasting a reception from or within the Building or elsewhere, and shall not replace or install any projections, antenna, aerials or similar devices inside or outside of the Building.

24.3 Door keys for doors in the Building will be furnished at the commencement of the Term by Landlord and no additional lock shall be placed upon any doors of the Building and no lock shall be changed without the prior written consent of Landlord. Tenant shall not permit any duplicate keys to be made and shall purchase any duplicate keys only from Landlord. Upon Termination of this Lease, Tenant shall surrender all keys and give to Landlord the explanation or the combination of all locks, safes, and vault doors, security system pass codes, if any, in the Building.

24.4 Tenant assumes full responsibility for protecting the Building from theft, robbery and pilferage, which includes keeping doors locked and other direct means of entry to the Building closed and secured.

24.5 Tenant shall not, without the prior written consent of Landlord, put up or operate any stove, heating device refrigerating, air-conditioning, machinery or mechanical devices upon the Premises or carry on any mechanical business of any nature not directly related to Tenant's permitted use of the Premises. Tenant shall not use or permit oil, burning fluids or inflammable liquids for heating, warming or lighting. No explosives or other articles deemed extra hazardous shall be brought into or permitted upon the Premises.

24.6 All telegraph, telephone, signal, alarm, electric connections or other utility or services connections which Tenant may desire shall be first approved by Landlord in writing before the same are installed, shall be made at the expense of Tenant, and the location of all wires in the working connection therewith shall be subject to the direction of Landlord.

24.7 Landlord reserves the right to make such and further reasonable rules and regulations in the reasonable judgment of Landlord as may from time to time be required for the safety, care and cleanliness of the Building and Premises and for the preservation of good order therein.

25. **Assignment and Subletting**

25.1 Tenant shall not, without the prior written consent of Landlord, (i) assign, convey, mortgage, pledge or otherwise transfer this Lease, or any part thereof, or any interest hereunder; (ii) permit any assignment of this Lease, or any part thereof by operation of law; (iii) sublet the Premises or any part thereof; or (vi) permit the use of the Premises, or any part thereof, by any parties other than Tenant, its agents and employees. Tenant shall, by notice in writing, advise Landlord of its intention from, on and after a stated date (which shall not be less then thirty (30) days after the date of Tenant's notice), to assign this Lease or any part thereof, or to sublet any part or all of the Premises for the balance of any part of the Term. Tenant's notice shall include all of the Terms of the proposed assignment or sublease (whether contained in such assignment or sublease or in separate agreements) and shall state the consideration therefor. Any attempt to assign, sublet or permit the use of the Premises or any part thereof in violation of these requirements shall be void. Tenant's notice shall state the name and address of the assignee or subtenant and a true, complete and fully executed copy of the proposed assignment or sublease and all other agreements relating thereto shall be delivered to Landlord with Tenant's notice. If

Tenant's notice shall cover all the Premises and Landlord shall have exercised its forgoing right to recapture, the Term of this Lease shall expire and end on the date stated in Tenant's notice as fully and completely as if the date had been herein definitely fixed for the expiration of the Term. If, however, this Lease shall be canceled with respect to less than the entire Premises, rent and rent adjustments, if any, reserved herein, shall be adjusted on the basis of the number of square feet retained by Tenant in proportion to the number of square feet contained in the Premises, as described in this Lease, and this Lease as so amended shall continue thereafter in full force and effect.

25.2 If Landlord, upon receiving Tenant's notice with respect to any such space, shall not exercise its right to recapture as aforesaid, and if Tenant is not in default under the Terms of this Lease, Landlord will not unreasonably withhold its consent to Tenant's assignment or subletting such space to the party identified in Tenant's notice, provided, however, that in the event Landlord consents to any such assignment or subletting and as a condition thereto, Tenant shall pay to Landlord ninety percent (90%) of all profit derived by Tenant from such assignment or subletting. Provided, however, no share of profits shall be due and payable to Landlord in the event the Tenant's subtenant is Landlord or one of Landlord's affiliates. For purposes of the foregoing, profit shall be deemed to include, but shall not be limited to, the amount paid or payable to Tenant to effect or to induce Tenant to enter into any such transaction, in the amount of all rent and other consideration of whatever nature payable by assignee or subtenant in excess of the rent, and rent adjustments, if any, payable by Tenant under this Lease. If a part of the consideration for such assignment or subletting shall be payable other than in cash, the payment to Landlord of its share of such non-cash consideration shall be in such form as is satisfactory to Landlord.

25.3 Tenant shall and hereby agrees that it will furnish to Landlord upon request from Landlord a complete statement certified by an officer of Tenant, setting forth in detail the computation of all profit derived and to be derived from such assignment or subletting, such computation to be made in accordance with generally accepted accounting principals. Tenant agrees that Landlord or its authorized representative shall be given access at all reasonable times to the books, records and papers of Tenant relating to any such assignment or subletting, and Landlord shall have the right to make copies thereof. The percentage of Tenant's profit due Landlord hereunder shall be paid to Landlord within five (5) days of receipt by Tenant of all payments made from time to time by such assignee or subtenant to Tenant.

25.4 For purposes of the foregoing, any change in the members of Tenant or any transfer of any or all of the Units of membership of Tenant by sale, assignment, operation of law or otherwise resulting in a change in the present control of Tenant by the person or persons owning the majority of the Units as of the date of this Lease, shall be deemed to be an assignment within the meaning of this Paragraph 25. Provided, however, for purposes of this Lease, no change of control shall have occurred as a result of the sale or transfer of the Class A Units by individual members which do not in any twelve (12) month period represent more than forty (40%) of the total outstanding Class A Units, or the sale or transfer of Class B Units.

25.5 Any subletting or assignment hereunder shall not release or discharge Tenant of or from any liability, whether past, present or future, under this Lease, and Tenant shall continue to remain fully liable hereunder. Any subtenant or assignee shall agree in a form satisfactory to Landlord to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease to the extent of the space sublet or assigned, and Tenant shall deliver to Landlord promptly after execution, an original executed sublease or assignment and an agreement of compliance by each such subtenant or assignee. Tenant agrees to pay Landlord, on demand, all reasonable costs incurred by Landlord (including fees to be paid to consultants and attorneys) in connection with any requests by Tenant for Landlord to consent to any assignment or subletting by Tenant. Any sale, assignment, mortgage, transfer, or subletting of this Lease which is not in compliance with the provisions of this Paragraph 25 shall be of no effect and void.

26. **Notice**

26.1 All notices, demands, approvals and consents which may or are required to be given by one party to the other under this Lease shall be in writing and shall be delivered personally or mailed by United States certified mail, postage prepaid (i) if for the Tenant addressed to the Tenant at the Premises or at such other place as Tenant may from time to time designate by notice to Landlord, and (ii) if for Landlord, to 2100 Ft. Jesse Road, Normal, Illinois 61761. Mailed notices shall be deemed given upon posting in the United States mails in accordance with the provisions of this Paragraph 26.

27. **Conveyance by Landlord**

27.1 In case Landlord or other successor owner of the Building shall convey or otherwise dispose of any portion thereof to any other person, such other person shall, in its own name thereupon be and become the Landlord hereunder and shall assume fully in writing and be liable upon all liabilities and obligations of this Lease to be performed by shall, from and after the date of conveyance, be free of all liabilities and obligations not then incurred.

28. **Subordination of Lease**

28.1 The rights of Tenant under this Lease shall be and are subject and subordinate at all times to the lien of any mortgages or deeds of trust now or hereafter enforced against the Premises and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, amendments, consolidations, replacements and extensions thereof. This Paragraph 28 is self-operative and no further instrument of subordination shall be required. Any mortgagee or beneficiary under a deed of trust may, however, elect to have this Lease be superior to its mortgage or deed of trust. At the request of Landlord, Tenant shall execute a document in recordable form confirming that this Lease is subordinate (or at the mortgagee's or beneficiaries election, superior) to any mortgage or deed of trust. Tenant, at the option of any mortgagee or beneficiary under a deed of trust, agrees to attorn to such mortgagee or beneficiary in the event of a foreclosure sale or deed in lieu thereof. Any document confirming Tenant's subordination shall contain a non-disturbance provision to the effect that so long as Tenant is not in default under the terms of this Lease, it shall be permitted to retain possession of the Premises in accordance with the provisions of the terms of the Lease.

29. **Brokers**

29.1 The parties warrant that neither has dealt with a real estate broker in the negotiation or making of this Lease. The party who breaches this warranty shall defend, hold harmless, and indemnify the non-breaching party from any claims or liability arising from the breach.

30. **Cumulative Remedies**

30.1 All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy permitted by law and said rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefor arises.

31. **Entire Agreement**

31.1 This Lease sets forth all of the covenants, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises and there are no covenants, agreements, conditions or understandings, either oral or written, between the parties hereto, other than as herein set forth. Except as otherwise provided for herein, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the parties hereto unless in writing executed by both Landlord and Tenant.

32. **Force Majeure**

33.1 In the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, a failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of like nature not the fault of the party delayed in performing this Lease then performance of such act shall be excused for the period of the delay and the period of any such act shall be extended for a period equivalent to the period of such delay.

33. **Amendments**

33.1 No waivers, alterations, or modifications of this Lease or any agreements in connection herewith shall be valid, unless in writing duly executed by both Landlord and Tenant herein.

34. **Paragraph Captions and Section Numbers**

34.1 The captions, section numbers and Paragraph numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such captions, seotions or paragraphs of this Lease nor in any way effect the interpretation of this Lease.

35. **Partial Invalidity**

35.1 If any terms, covenants or conditions of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby and each term, covenant or condition of this Lease shall be valid and be in force to the fullest extent permitted by law.

36. **Successors and Assigns**

36.1 The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto and their successors and/or permitted assigns.

37. **Governing Law**

37.1 This Lease shall be governed by and construed in accordance with the laws of the State of Illinois.

38. **Execution in Multiple Counter Parts**

38.1 This Lease may be executed in multiple counter parts each of which shall be deemed to be an original but the sum of which shall be one agreement.

(Signature lines are on the following page.)

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year last written below.

TENANT	LANDLORD
BLOOMINGTON NORMAL HEALTHCARE, LLC, an Illinois Limited Liability Company	BNHC REAL ESTATE, LLC, an Illinois Limited Liability Company
By: ______________	By: *Robert Russell*
George O'Neil	Robert Russell
Secretary	~~Secretary~~ *President*
June ____, 2002	June ____, 2002

EXHIBIT 4.2
TO THE
BNHC REAL ESTATE, LLC/BLOOMINGTON NORMAL HEALTH CARE, LLC
LEASE

The following systems shall constitute the Building Systems:

- HVAC System
- Water Softener System
- Fire Protection System
- Vacumn/Compressed Air System
- Med Gases System
- Sort
- Light Controls

Operating Identity/Licensee

1) See attached for Illinois Certificate of Good Standing of licensee.

2) Person(s) with 5% or greater interest in licensee:

- Saint Francis, Inc. (a wholly owned subsidiary of OSF Healthcare System), with a 25% interest in the licensee.
- Thomas Pliura, MD, with a 6.08% interest in the licensee.

ATTACHMENT-3

File Number 0027513-1

STATE OF ILLINOIS
OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

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

BLOOMINGTON-NORMAL HEALTHCARE L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON APRIL 05, 1999, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 18TH *day of* JUNE *A.D.* 2010 .

Jesse White

SECRETARY OF STATE

Authentication #: 1016902370

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

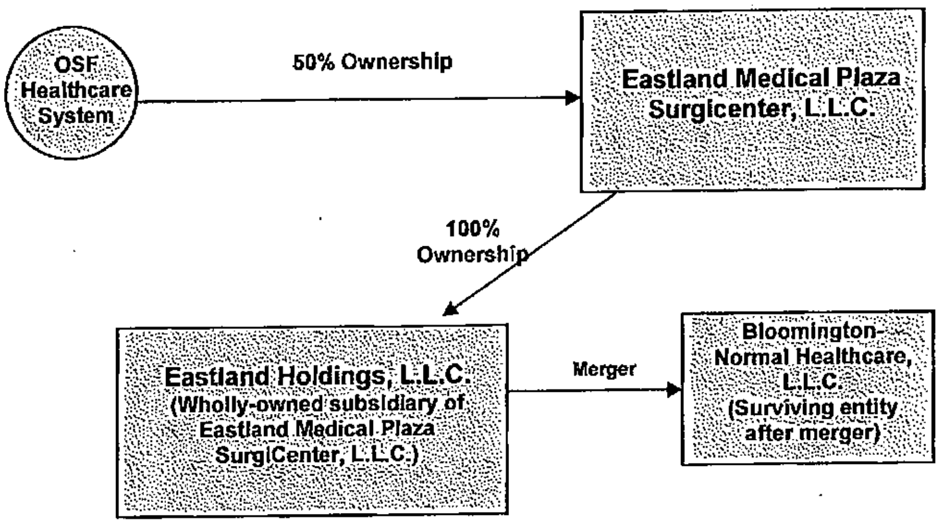
ATTACHMENT 3

Organizational Relationships Charts

See attached.

ATTACHMENT-4

ORGANIZATIONAL CHART
Bloomington-Normal Healthcare, L.L.C.
Eastland Medical Plaza Surgicenter, L.L.C.
Eastland Holdings, L.L.C.



- OSF Health Care System currently owns, and following the transaction will own, a 50% interest in Eastland Medical Plaza Surgicenter, L.L.C.
- Bloomington-Normal Healthcare, L.L.C. does not currently have any related parties.

ATTACHMENT-4

Flood Plain Requirements

This section of the application is inapplicable as the project does not involve construction.

ATTACHMENT-5

Historic Resources Preservation Act Requirements

This section of the application is inapplicable as the project does not involve construction.

ATTACHMENT-6

Project and Sources of Funds Itemization

Use of Funds

As this is not a traditional construction/modernization project but rather a change of ownership, the transaction value is based on the fair market value of the entire ATSC. This fair market value figure has been included entirely in the other costs to be capitalized. Included with this Attachment 7 is a letter from Somerset CPAs, P.A., an independent third-party appraiser confirming that this figure falls within the overall recommended range of the fair market value of the ASTC based on purchasing 100% of the interests of the ASTC.

OSF Saint Francis Inc. (a wholly owned subsidiary of OSF Healthcare System) will receive cash in exchange for its units in Bloomington-Normal Healthcare, L.L.C. OSF Healthcare System will retain its units in Eastland Medical Plaza Surgicenter, L.L.C. Owners of Bloomington-Normal Healthcare, L.L.C. who are also owners of Eastland Medical Plaza Surgicenter, L.L.C. will retain their units in Eastland Medical Plaza Surgicenter, L.L.C. and will receive cash in exchange for their units in Bloomington-Normal Healthcare, L.L.C.

Some owners of Bloomington-Normal Healthcare, L.L.C. will be redeemed and their rights as members of Bloomington-Normal Healthcare, L.L.C. will terminate following closing of the transaction.

Eastland Medical Plaza Surgicenter, L.L.C. shall exchange an aggregate amount of $10,098,628 and 282.56 Eastland Medical Plaza Surgicenter, L.L.C. units in exchange for all outstanding Bloomington-Normal Healthcare, L.L.C. units.

Fund Source	Amount
Cash	$10,098,628
282.56 Units	$3,242,372
Total	**$13,341,000**

Source of Funds

Commensurate with the change of ownership, certain members of Eastland Medical Plaza Surgicenter, L.L.C. and Bloomington-Normal Healthcare, LLC will exercise a one-time option to purchase additional units in Eastland Medical Plaza Surgicenter, L.L.C. for an aggregate cash amount of $3,427,377. In addition, OSF Healthcare System will purchase additional units in Eastland Medical Surgicenter, L.L.C. for an aggregate cash amount of $3,702,292.

The remainder of the costs of this transaction will be funded through an existing line of credit from PNC Bank. The PNC Bank letter of interest to extend the letter of credit is also included in this Attachment 7.

ATTACHMENT-7

3925 River Crossing Parkway, Third Floor
Post Office Box 40368
Indianapolis, Indiana 46240-0368

Tel: 317.472.2200 - 800.469.7206
Fax: 317.208.1200
www.somersetcpas.com

SOMERSET CPAs | Passionate about your success.

July 20, 2010

PERSONAL AND CONFIDENTIAL

Mr. John Zell
Eastland Medical Plaza SurgiCenter, LLC
1505 Eastland Drive, Suite 180
Bloomington, IL 61701

Dr. Edward Colloton, M.D.
Bloomington Normal Healthcare, LLC
2100 Ft. Jesse Road
Normal, IL 61761

Gentlemen:

It is our understanding that the management and members of Eastland Medical Plaza SurgiCenter, LLC ("Eastland") and Bloomington Normal Healthcare, LLC ("BNH") have approved the buyout of 100% of the BNH members ("the BNH Members") and the subsequent purchase by certain BNH Members of interests in Eastland.

We are of the opinion that the transaction was negotiated at arm's length and the purchase price negotiated for BNH of $13,341,000 and the subsequent BNH member buy-in of interests in Eastland is fair from a financial point of view. The parameters of this transaction falls within the overall recommended range of fair market value.

Please do not hesitate to contact me with any further questions.

Sincerely,

SOMERSET CPAs, P.C.

Thomas J Thieme

Thomas J. Thieme, CPA/ABV, CMA

PNC BANK

July 8, 2010

To Whom It May Concern:

PNC Bank, National Association ("PNC Bank") has enjoyed a long standing banking relationship with Eastland Medical Plaza Surgicenter LLC ("Eastland") for over ten years. Currently, PNC Bank has extended a $2,000,000 line of credit to Eastland and the line of credit has been handled satisfactorily by Eastland. Subject to the completion of requisite due diligence and attainment of appropriate credit approval, PNC Bank is prepared to extend to Eastland an additional $2,000,000 of credit exposure to finance the acquisition and merger of Bloomington-Normal Healthcare LLC into Eastland. The additional credit exposure would be available for Eastland to finance acquisition costs as well as operating expenses.

I trust that this letter is sufficient for your needs. Should you have any questions or comments, please do not hesitate to contact me directly at (309) 655-5281.

Sincerely,

Michael A. Zeller
Senior Vice President

MAZ/sz

Member of The PNC Financial Services Group
301 SW Adams Street Peoria Illinois 61602
www.pnc.com

ATTACHMENT 7

Project Status and Completion Schedules

As this is not a traditional construction/modernization project but rather a change of ownership, the project obligation and change of ownership will occur after permit issuance. The anticipated project completion date is November 30, 2010.

ATTACHMENT-8

Cost Space Requirements

The fair market value of the facility, which is valued as a going concern, is approximately $13,341,000.00. Transaction cost is reflected as this value. Resultantly, there is no true allocation of transaction costs between "departments" or clinical versus non-clinical space.

The project will not involve the addition or alteration of clinical or non-clinical square footage, and therefore, it will not involve new construction, modernization or vacated space.

ATTACHMENT-9

Background of Applicant -- Eastland Holdings, L.L.C.

Facilities Owned or Operated

Eastland Holdings, L.L.C. does not own or operate any health care facilities; therefore it has no current licensing, certification or accreditation.

No Adverse Action Certification

Pursuant to 77 Ill. Adm. Code 1110.230(b), Eastland Holdings, L.L.C. hereby certifies that there have been no adverse actions taken against any healthcare facility owned or operated by it during the three (3) years prior to filing of this Certificate of Need application.

Authorization

Pursuant to 77 Ill. Adm. Code 1110.230(b) Eastland Holdings, L.L.C. authorizes the Illinois Health Facilities Planning Board and the Illinois Department of Public Health ("IDPH") to access any documents necessary to verify the information submitted, including, but not limited to: official records of IDPH or other State agencies; the licensing or certification of records of other states, where applicable; and the records of nationally recognized accreditation organizations.

Prior Applications

The applicant has not submitted a prior application for permit this calendar year.

John R Zell

John Zell

Manager, Eastland Holdings, L.L.C.

ATTACHMENT-11

Background of Applicant -- Eastland Medical Plaza SurgiCenter, L.L.C.

Facilities Owned or Operated

Eastland Medical Plaza SurgiCenter, L.L.C. currently owns and operates Eastland Medical Plaza Surgicenter, which maintains the following licenses, certifications and accreditations:

1. IDPH Identification Number: 7002413
2. Accreditation Association for Ambulatory Health Care, Inc. Identification Number: 22575
3. Medicare Enrollment Number: 592800
4. Medicaid Enrollment Number: 371400643001

No Adverse Action Certification/Authorization

Pursuant to 77 Ill. Adm. Code 1110.230(b), Eastland Medical Plaza SurgiCenter, L.L.C. hereby certifies that there have been no adverse actions taken against any healthcare facility owned or operated by it during the three (3) years prior to filing of this Certificate of Need application.

Authorization

Pursuant to 77 Ill. Adm. Code 1110.230(b) Eastland Medical Plaza SurgiCenter, L.L.C. authorizes the Illinois Health Facilities Planning Board and the Illinois Department of Public Health ("IDPH") to access any documents necessary to verify the information submitted, including, but not limited to: official records of IDPH or other State agencies; the licensing or certification of records of other states, where applicable; and the records of nationally recognized accreditation organizations.

Prior Applications

The applicant has not submitted a prior application for permit this calendar year.

John Zell

John Zell

Manager, Eastland Medical Plaza SurgiCenter, L.L.C.

ATTACHMENT-11

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State of Illinois 1936636

Department of Public Health

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

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

DAMON T. ARNOLD, M.D.
DIRECTOR

Issued under the authority of
The State of Illinois
Department of Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
08/30/10	BGBD	7002413

FULL LICENSE

AMBUL SURGICAL TREAT CNTR

EFFECTIVE: 08/31/09

BUSINESS ADDRESS

EASTLAND MEDICAL PLAZA, L.L.C.
1505 EASTLAND DRIVE
BLOOMINGTON IL 61701

The face of this license has a colored background. Printed by Authority of the State of Illinois • 4/97 •

ATTACHMENT 11

Background of Applicant -- Bloomington-Normal Healthcare, L.L.C.

Facilities Owned or Operated

Bloomington-Normal Healthcare, L.L.C. currently owns and operates Bloomington Normal Healthcare Surgery Center, which maintains the following licenses, certifications and accreditations:

1. IDPH Identification Number: 7002512
2. Accreditation Association for Ambulatory Health Care, Inc. Identification Number: 22542
3. Medicare Enrollment Number: 201864
4. Medicaid Enrollment Number: 371383015001

No Adverse Action Certification

Pursuant to 77 Ill. Adm. Code 1110.230(b), Bloomington-Normal Healthcare, L.L.C. hereby certifies that there have been no adverse actions taken against any healthcare facility owned or operated by it during the three (3) years prior to filing of this Certificate of Need application.

Authorization

Pursuant to 77 Ill. Adm. Code 1110.230(b) Bloomington-Normal Healthcare, L.L.C. authorizes the Illinois Health Facilities Planning Board and the Illinois Department of Public Health ("IDPH") to access any documents necessary to verify the information submitted, including, but not limited to: official records of IDPH or other State agencies; the licensing or certification of records of other states, where applicable; and the records of nationally recognized accreditation organizations.

Prior Applications

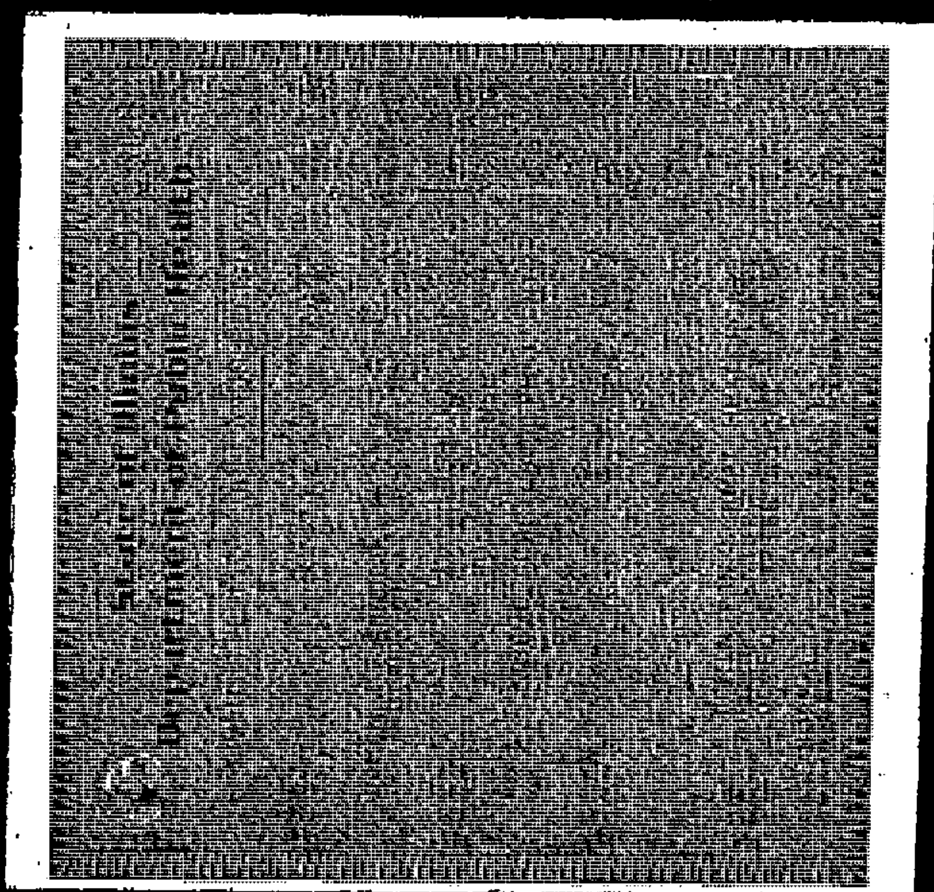
The applicant has not submitted a prior application for permit this calendar year.

Thomas Bernhardt, M.D.

Bloomington-Normal Healthcare, L.L.C.

ATTACHMENT-11

\7450044.11



State of Illinois
Department of Public Health

ATTACHMENT 11

Purpose of the Project

1) The project will improve the health and well-being of the Bloomington-Normal community and other outlying areas for multiple reasons. The purpose of the project is (i) to establish each facility as a "Center of Excellence" for certain specialties, (ii) to more appropriately allocate surgery case loads, and (iii) to benefit from the economies of scale available to larger organizations.

2) As an initial matter, Bloomington-Normal Healthcare Surgery Center and Eastland Medical Plaza Surgicenter are located in Health Service Area 4, and are located within 3 miles of each other. The applicants define the market area of the combined facilities as McLean, Livingston, Dewitt and Woodford counties and surrounding areas within approximately 30 minutes of the two facilities.

3) Operating the facilities separately, i.e. maintaining the status quo, will prevent the applicants from achieving the benefits, as described in Section 5 below, which would result from the merger of the applicants. After the merger, the parties will more fully evaluate each facility's operations and identify relative strengths and weaknesses of the two operations.

4) The information provided in this attachment was obtained from discussions with the management of the applicants.

5) The applicants hope to establish Centers of Excellence at each facility based on each facility's respective strengths – including the expertise, equipment and availability of resources at each center. As a result, the applicants expect that some services will migrate from Bloomington Normal Healthcare Surgery Center to Eastland Medical Plaza Surgicenter, and vice versa. They hope that by establishing such Centers of Excellence that additional procedures will be available at the facilities in the future. One quantifiable goal is to attract at least one new specialist to become a member of the facilities' medical staff by 2011. This would enable the applicants to enhance the population's health status and well-being by expanding the range of outpatient procedures available in the area.

6) The transaction will also permit harmonization of policies and procedures, including quality assurance initiatives. A second quantifiable goal associated with the project is to initiate one uniform quality improvement initiative in both centers by 2011. Such an initiative will permit the facilities to improve patient care by better identifying quality of care strengths and weaknesses and methods of improvement.

A third quantifiable goal is to allow the facilities to spread out their case loads more evenly by 2011. This would enable the facilities to enhance the population's health status and well-being by ensuring that both centers were utilized in a manner that provides for an optimum patient care experience.

ATTACHMENT-12

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A final quantifiable goal of the project is to take advantage of economies of scale by negotiating more favorable rates from third party vendors and to eliminate duplication of administrative functions. The applicants also expect that the transaction will eliminate the need for future purchases of certain pieces of duplicate equipment on a going forward basis, thereby reducing health care expenditures and preserving capital for other essential surgical equipment.

ATTACHMENT-12

Alternatives to the Project

Four alternatives to the proposed project were considered.

Alternative One

The first alternative would be to "do nothing" and continue to have the community use the current health care resources available to them. In this scenario, both the Bloomington-Normal Healthcare Surgery Center and Eastland Medical Plaza Surgicenter facilities would continue their current, separate operations.

Total Projected Cost: $0

Reason for Rejecting: While the up-front costs of this alternative may be less than completing the merger, the short and long-term quality, access and financial benefits that the applicants expect to achieve as a result of the merger would be lost. As discussed earlier in Attachment-12: Purpose of the Project, the applicants expect that the quality of care will improve as a result of the transaction due to harmonization and streamlining of policies and procedures and implementation of uniform quality assurance initiatives. The applicants also hope to establish each facility as a Center of Excellence for certain procedures and/or specialties. Failing to merge the two facilities would not permit these benefits to be achieved.

Furthermore, as discussed earlier in Attachment-12: Purpose of the Project, we expect that the merger will permit the two facilities to take advantage of economies of scale, resulting in an ability to negotiate more favorable rates with third party supply and equipment vendors and reduce unnecessary duplication of equipment. Failing to merge the two facilities would prevent the facilities from realizing these financial benefits.

Alternative Two

The second alternative would be to close down either Bloomington-Normal Healthcare Surgery Center or Eastland Medical Plaza Surgicenter.

Total Projected Cost: The closure of a facility would result in certain transaction costs related to the actual close of the facility. However, such costs are not readily quantifiable.

Reason for Rejecting: As with the first alternative, while the up-front costs of this second alternative may be less than executing the merger, the short and long-term quality, access and financial benefits that the applicants expect to achieve as a result of the merger would be lost. Closing one facility would likely result in insufficient resources to serve the current patient base and consequently may create an access problem.

As discussed earlier in Attachment-12: Purpose of the Project, one purpose of the transaction is to enhance the quality of patient care by establishing Centers of Excellence at each facility based upon their respective strengths and weaknesses. Shutting down one facility would not allow this to occur.

Further, as indicated in the 2008 IDPH annual reports, utilization at Bloomington-Normal Healthcare Surgery Center is lower than utilization at Eastland Medical Plaza Surgicenter. In 2008, case loads totaled 2,372 and 8,591 respectively. We expect that the transaction will increase patient quality and access by permitting more efficient use of block time at the two facilities, ensuring that both centers are utilized in a manner that provides for an optimum patient care experience. The merger would also likely permit patients with more urgent health care needs to schedule their outpatient procedures more quickly.

Alternative Three

A third alternative would be to sell one or both facilities to a national third party operator whose primary business is to own and operate ASTCs. Under this alternative, the parties involved would likely personally benefit from the transaction in the form of cash payments received in exchange for their ownership interest in Bloomington-Normal Healthcare Surgery Center and/or Eastland Medical Plaza Surgicenter. While the personal financial benefit to the owners involved may be significant under this alternative, the short and long-term quality, access and financial benefits discussed above would likely be lost under such an arrangement.

Total Projected Cost: The sale of one or both of the facilities would result in certain transaction costs related to the actual sale of a facility. However, such costs are not readily quantifiable.

Reason for Rejecting: The short and long-term quality, access and financial benefits that the applicants expect to achieve as a result of the merger would be lost. Moreover, the facilities, by selling a portion of or all of their ownership interests to a third party, would likely lose a significant amount of control over the operation of the two facilities. This would result in an inability of the current owners to implement the planned harmonization of policies and procedures and quality improvement initiatives. This alternative would also negatively impact patient access and quality because the facilities may not be permitted under this alternative to proceed with their plan to establish each facility as a "Center of Excellence" for certain procedures based upon their relative strengths and weaknesses.

ATTACHMENT-13

Finally, and perhaps most significantly, this alternative would sever the ties that the facilities would have with OSF Healthcare System, a not-for-profit entity, under the proposed project. OSF Healthcare System, as a not-for-profit entity, provides charity care to the community. This improves access to healthcare regardless of ability to pay. The merger would strengthen the ties that Bloomington-Normal Healthcare Surgery Center and Eastland Medical Plaza Surgicenter have with OSF Healthcare System, which would resultantly enhance the ability of these entities to provide healthcare services to patients regardless of their ability to pay.

Alternative Four

A fourth alternative would be for Bloomington-Normal Healthcare Surgery Center or Eastland Medical Plaza Surgicenter to pursue a joint venture or similar arrangement with one or more other providers or entities. Bloomington-Normal Healthcare Surgery Center and Eastland Medical Plaza Surgicenter are located in Health Service Area 4, and are located within 3 miles of each other. The applicants define the market area of the combined facilities as McLean, Livingston, Dewitt and Woodford Counties and surrounding areas within approximately 30 minutes of the two facilities. Seventeen hospitals including St. Joseph Medical Center, and fourteen ASTCs including Bloomington-Normal Healthcare, L.L.C. and Eastland Medical SurgiCenter, L.L.C., provide health care services in this area.

Total Projected Cost: A joint venture or similar arrangement would result in certain transaction costs. However, such costs are not readily quantifiable.

Reason for Rejecting: The short and long-term quality, access and financial benefits that the applicants expect to achieve as a result of the merger would be lost. By creating an integrated surgical delivery system, the applicants hope to deliver multiple benefits and improve the delivery of health care services to the Bloomington-Normal community and other outlying areas. As an integrated surgical delivery system, the surgical services providers will become controlled by the same health system and will coordinate surgical care more effectively and fill crucial service gaps. These benefits will be accomplished by streamlining operations. Streamlining operations will lead to the development of infrastructure, such as information systems, seamless care delivery, and uniformity between quality improvement initiatives and clinical protocols that will help providers improve access to existing services and promote the efficiency of care that is delivered. Further, the applicants will be able to spread out their case loads more evenly, thus improving access to care.

While the costs would likely be similar, the same types of synergies and efficiencies gained from the merger of the facilities, expertise and cultures of the applicants, would not be as great with a joint venture or similar arrangement with other entities.

EASTLAND MEDICAL PLAZA SURGICENTER, L.L.C.
1505 Eastland Drive
Bloomington, IL 61701

July 1, 2010

Bloomington Normal Healthcare, LLC
2100 Ft. Jesse Rd.
Normal, IL 61761
Attention: Edward Colloton, M.D.

RE: NON-BINDING LETTER OF INTENT

This letter of intent (the "Letter") is intended to summarize certain principal terms under which Bloomington-Normal Healthcare, LLC ("BNH") will enter into a transaction (the "Transaction") with Eastland Medical Plaza SurgiCenter, L.L.C. ("Eastland") and Eastland Holdings, LLC ("Eastland Holdings"), with Eastland remaining as the operating entity. For tax and health care regulatory purposes, Eastland will remain a limited liability company.

1. STRUCTURE

(a) General Structure.

(i) At the closing of the Transaction, E astland shall issue both (i) units and (ii) cash in exchange for all outstanding BNH units. Eastland shall exchange an aggregate amount of $10,098,629 and 282.56 Eastland units in exchange for such BNH units.

(ii) At the Closing, OSF shall purchase such number of Eastland units as is required to maintain OSF's 50% ownership interest in Eastland.

(iii) The intention after the Transaction is for each of OSF and the physicians collectively (including the Eastland physicians and the BNH physicians) to own 50% of Eastland, and for Eastland to be the sole owner of BNH (i.e., owners of Eastland will be indirect owners of BNH).

(b) Redemption at Closing for Certain Owners. Notwithstanding the foregoing, certain BNH Physician Owners will be redeemed in full for cash at Closing at a price of $2,026.48 per BNH Unit.

(c) Additional Unit Purchases by Certain Owners after Closing. At Closing, any physician owner in Eastland (including BNH Physician Owners, Dual Physician Owners (i.e., members who own in both Eastland and BNH prior to the Transaction), and current Eastland physician owners) who owns less than 61.9 Eastland units shall be given the opportunity to purchase additional Eastland units, not to exceed a maximum of 61.9 Eastland units owned in aggregate after such purchase. Such units shall be purchased for a purchase price of $11,473.93 per Eastland Unit.

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2. CONDITIONS TO CLOSING

Conditions to Closing include the following, unless waived by the appropriate party.

(a) Receipt of all governmental and other consents, including licensure, certificate of need approval from the Illinois Health Facilities and Services Review Board, and permits, if any, required by law for the transfer of the BNH units to Eastland and reciprocal transfer of Eastland units to certain BNH Members.

(b) Execution of a definitive Merger Agreement by BNH, the BNH Members, Eastland and Eastland Holdings, including standard representations, warranties and indemnities by the parties for transactions of this type.

(c) Satisfactory completion, in the sole discretion of Eastland on the one hand and the BNH Members who will be owners of Eastland after the closing of the Transaction (the "BNH Continuing Members"), on the other hand of due diligence review as described above and absence of material changes in the business, financial structure or operations of either Eastland or BNH.

(d) Absence of any material adverse change in the operation of BNH and Eastland since the date of this Letter.

(e) Completion of a review of the tax and health care regulatory implications of the Transaction on the various parties.

(f) Receipt of such third pa rty consents as are required for the Transaction.

(g) Approval of the Transaction by the boards and Members of both Eastland and BNH, including approval of the Transaction by substantially all of the Members of BNH.

(h) Execution of the Amended Operating Agreement for Eastland by Eastland, the current owners of Eastland and the BNH Continuing Members reflecting Eastland's ownership of BNH and the Bloomington-Normal Healthcare Surgery Center. Such Amended Operating Agreement shall govern all current and new owners of Eastland (including the BNH Continuing Members), and the existing Operating Agreement of BNH shall be terminated and rendered of no further effect.

(i) The parties shall have executed such further documents, and perform such further acts, as may be reasonably necessary to consummate the Transaction.

3. CLOSING/CLOSING TIMELINE

The Closing will be completed as soon as is practicable following the execution of the Merger Agreement and the satisfaction of the conditions to Closing provided for herein. The parties anticipate, subject to approval of the Illinois Health Facilities and Services Review Board, that the Closing will occur on or before November 30, 2010, or as reasonably determined by agreement of the parties.

IN WITNESS WHEREOF, the undersigned hereby confirm the mutual understanding set forth herein as of the date first written above.

Sincerely,

Eastland Medical Plaza SurgiCenter, LLC

By: ______________________________

Its: ______________________________

ACKNOWLEDGED AND AGREED BY
BLOOMINGTON-NORMAL HEALTHCARE, LLC:

By: ______________________________

Its: ______________________________

ACKNOWLEDGED AND AGREED BY
EASTLAND HOLDINGS, LLC:

By: ______________________________

Its: ______________________________

IN WITNESS WHEREOF, the undersigned hereby confirm the mutual understanding set forth herein as of the date first written above.

Sincerely,

Eastland Medical Plaza SurgiCenter, LLC

By:______________________________

Its: ______________________________

ACKNOWLEDGED AND AGREED BY
BLOOMINGTON-NORMAL HEALTHCARE, LLC:

By: ______________________________

Its: President, Board of Managers

ACKNOWLEDGED AND AGREED BY
EASTLAND HOLDINGS, LLC:

By: ______________________________

Its: ______________________________

Mergers, Consolidations and Acquisitions

Impact Statement

The applicants wish to merge the operations of Bloomington-Normal Healthcare, L.L.C. and Eastland Medical Plaza Surgicenter, L.L.C. to better align the interests of the physician medical staff of both.

1. The transaction will not result in the addition or reduction of the current number of operating rooms, beds or recovery stations at either facility, nor are such changes expected within the two-year period following the transaction. No new procedures would be immediately available as a direct result of the transaction. It is hoped, however, that the transaction will assist the facilities in attracting some new specialists to join the medical staff.

2. The operating entity after the transaction will be Bloomington-Normal Healthcare L.L.C. This entity will be a wholly owned subsidiary of Eastland Medical Plaza Surgicenter, L.L.C.

3. The transaction will allow the entities to implement and conduct uniform quality improvement initiatives targeted at increasing the provision of quality care, patient safety/satisfaction and achieving efficiencies through clinical integration.

4. Additions or reductions in clinical employees are not expected as a result of this transaction immediately or within the next two years. The applicants do not expect volumes to change substantially upon completion of the merger, and resultantly do not expect there to be a change in clinical staffing needs. Separate and apart from the transaction, patient volumes at ASTCs are generally increasing. As a result of this general increase, it is possible that Bloomington-Normal Healthcare L.L.C. and/or Eastland Medical Plaza Surgicenter, L.L.C. will need to hire additional clinical staff to account for any such increased volumes.

5. The transaction will involve initial expenditures to redeem the membership interest of current members of Bloomington-Normal Healthcare L.L.C. These expenditures are nominal in comparison to the efficiency and quality benefits that will be achieved when the transaction is completed.

As discussed earlier in Attachment-12: Purpose of the Project, the applicants expect that certain efficiencies will be achieved as a result of the clinical integration that the transaction will permit – for example, permitting the facilities to take advantage of economies of scale through negotiating more favorable rates with third party vendors. The applicants also expect that Bloomington-Normal Healthcare L.L.C. and Eastland Medical Plaza Surgicenter, L.L.C. will be able to realize improvements in the provision of quality care, patient safety, patient satisfaction and name recognition.

ATTACHMENT-19

Access

1. Attached are the admission policies for Bloomington-Normal Healthcare L.L.C. and Eastland Medical Plaza Surgicenter, L.L.C.

2. The Eastland Medical Plaza Surgicenter, L.L.C. admission policy will be used for the combined entity following the proposed transaction.

3. A letter from the CEO or managing member of each entity is also attached; this letter certifies that the attached admission policies will not become more restrictive upon completion of the transaction.

Bloomington-Normal Healthcare L.L.C. and Eastland Medical Plaza Surgicenter, L.L.C. are all currently enrolled in and participating in the Medicare and Medicaid programs. Each applicant plans to continue their participation upon completion of the transaction.

Health Care System

1. It is not anticipated that the proposed transaction will have any impact on other area providers.

2. Attached is a list of all facilities within each applicant's health care system. This list provides the location of each facility, the number of beds in each facility, a list of services offered by each facility, and the utilization figures for each of those services for the last 12 month period.

3. Attached are the existing referral agreements between Bloomington-Normal Healthcare L.L.C., Eastland Medical Plaza Surgicenter, L.L.C. and St. Joseph Medical Center which consist of each ASTC's transfer agreement with St. Joseph Medical Center allowing patients who require admission to a hospital to be transported to St. Joseph Medical Center. Referrals under these agreements are rarely made. It is not expected that the parties will enter into any new referral agreements after the transaction.

4. The hospital is ~3.4 miles from Bloomington-Normal Healthcare L.L.C. (~5 minute drive) and .5 miles from Eastland Medical Plaza Surgicenter, L.L.C. (~10 minute drive). The agreements will remain in place after the transaction. Upon completion of the transaction, however, it is expected that some cases currently conducted at Eastland Medical Plaza Surgicenter may migrate to Bloomington-Normal Healthcare Surgery Center and vice versa as a result of the "Center of Excellence" initiative. If such a migration of cases does occur, the impact on patients with regard to driving time would be small.

See Appendix 1 for MapQuest and Google Maps printouts.

ATTACHMENT-19

5. As discussed above, there will be no new referral agreements between the entities as a result of the transaction. As a result, there will be no substantial change in referral patterns from and between the facilities involved in this transaction. Additionally, none of the facilities involved will be restricting their admissions policies as a result of this transaction. Therefore, it is not expected that the transaction will significantly impact or restrict the use of other area care providers.

6. The transaction will help to resolve duplication of some services within the care system. It is expected that the merger will result in elimination of existing duplication of services within the care system due to the ability, post-transaction, of the facilities to schedule and use block time arrangements more efficiently. Additionally, as discussed earlier, the applicants expect that the merger will permit Eastland Medical Plaza Surgicenter and Bloomington-Normal Healthcare Surgery Center to eliminate some duplicate equipment purchases going forward.

7. Finally, as discussed earlier, the transaction may help to attract new specialists to the medical staff of the Eastland Medical Plaza Surgicenter and Bloomington-Normal Healthcare Surgery Center facilities. Adding some new specialists would expand the scope of services available to the community.

ATTACHMENT-19

Bloomington-Normal Healthcare L.L.C.Admission Policy

ATTACHMENT-19

POLICY 3.8

Administration

Facility Services

Policy Statement

The facility scope of services is defined in accordance with the following guidelines.

Who Should Know This Policy

- ☐ Pre-Op Staff
- ☐ Post-Op Staff
- ☐ PACU Staff
- ☐ All Employees
- ☒ All Clinical Staff
- ☐ All Business Office Staff
- ☒ Business Office Manager
- ☒ Director of Nursing
- ☒ Medical Director
- ☒ Administrator

Procedures

I. The hours and days during which the Surgery Center is open for business will be posted in a conspicuous place in public view.

II. After usual hours of operation, the Surgery Center has a phone answering machine with a message that advises callers of the Surgery Center's hours and informs patients to contact their physician regarding any problems that have occurred postoperatively or to go to the nearest emergency room if an urgent situation exists.

III. The character and scope of services to be rendered at the Center will be consistent with standard community practices and within the State's regulations for Ambulatory Surgery Centers. This Center is a distinct entity that operates exclusively for the purpose of providing surgical services to patients not requiring hospitalization.

IV. All personnel rendering services to patients in the Surgery Center will be licensed or certified as required by the State.

V. All patient care rendered should conform to AORN and the State's Nurse Practice Act standards.

VI. The equipment and various appliances used in rendering surgical care to the patients will be inspected at regular intervals, and testing and calibration of the equipment will be undertaken at regular intervals. Records of these inspections will be maintained and made available for review.

VII. A list of procedures and established fees for the Surgery Center will be available to the public.

VIII. **In general, the space and equipment for any necessary service should meet or surpass the requirements for licensure and certification.**

IX. **All patients scheduled for surgery at the Surgery Center must have been thoroughly evaluated by a physician, podiatrist, dentist, or other appropriate practitioner. The Medical Director, or his designee, may cancel a scheduled case based on appropriate medical judgment that the patient is an inappropriate candidate for the Ambulatory Surgery Center setting. Services will not be rendered to incoming "emergency" patients at the Surgery Center.**

The following positions are responsible for the accuracy of the information contained in this document:

☒ Administrator
☒ Medical Director
☒ Director of Nursing
☐ Business Office Manager

Effective Date: December, 2001
Review Date: February, 2007

REFERENCE: AAAHC Standards: *Patient Rights*, Chapter 1, Section F-3,4,5; *Quality of Care*, Chapter 4, Section A, B, C; *Administration*, Chapter 3, Section A-1,2,6

3.18d
Financial Assistance

Administration

Policy Statement

It is understood that some patients will be unable to pay their portion of their bill due to their financial circumstances. This policy applies to all non-cosmetic procedures. If patients state they are unable to pay or if review of their circumstances raises this concern, the following procedure should be followed. The Business Office Manager must approve all patient financial assistance. All financial assistance discounts must be logged on the Write-Off Log.

If it is known that a patient is unable to pay, but the patient refuses to complete the form or submit the necessary paperwork, they may be noted "Non-Compliant Charity." In these cases, billing staff should complete the paperwork to the best of their ability and submit the suggested discount to the Business Office Manager for review and approval.

If a patient has multiple visits, this Financial Assistance Form must be updated as changes occur or at least every six months.

Who Should Know This Policy

- ☐ Pre-Op Staff
- ☐ Post-Op Staff
- ☐ PACU Staff
- ☐ All Employees
- ☐ All Clinical Staff
- ☒ All Business Office Staff
- ☒ Business Office Manager
- ☐ Director of Nursing
- ☐ Medical Director
- ☒ Administrator

Procedures

I. Completion of the Financial Assistance Application
   A. All patients who request or who may be eligible for Financial Assistance will be asked to complete the Financial Assistance Application.
   B. The Application should be completed as accurately and completely as possible. Patients should be encouraged to complete all portions of the form so that their eligibility can be considered appropriately.
   C. Patients should also submit their most recent federal tax return and their three most recent pay stubs.
   D. Patients should list monthly expenses that they are responsible for, not expenses that are not their responsibility (i.e., If they live with a friend or family member and are not paying rent, they should not include the friend or family member's rent expense.)
   E. Patients should sign the application or it should be noted if the information was obtained via a phone conversation. It should be noted that falsification of data may result in the reversal of any financial assistance.

II. Analysis of Financial Assistance Application

A. All applications should be reviewed for completeness and accuracy. Questionable answers or "red flags" should be so noted and additional information should be obtained from the patient or credit records to confirm the accuracy of the information.
B. Additional information may be requested from the patient, verbally or in writing, including proof of unemployment, proof of living situation, verification of monthly expenses, etc.
C. Adjusted gross income should be used for financial assistance guideline purposes.
D. The Financial Assistance Guideline chart should be used to calculate the discount percentage.
E. The discount percentage may be increased if extenuating circumstances are present, including multiple visits, multiple accounts, permanent disability, etc. Any increases in the discount percentage will be at the discretion of the Business Office Manager.

III. Confirmation of Financial Assistance Discount
A. Suggested Financial Assistance Discounts should be forwarded to the Business Office Manager for review.
B. The Business Office Manager should approve or deny the request and complete the bottom of the Financial Assistance Application.
C. Business Office personnel should provide discount information to patients via phone and, at that time, attempt to obtain patient payment or a payment plan for any remaining patient balance. Remaining balance due will fall under the Self Pay Patients Policy and Procedure.
D. Financial Assistance Discounts should be entered in SIS as "Write Off-Self Pay". The Discount information should also be noted in the patient Memo Tickler in SIS.

The following positions are responsible for the accuracy of the information contained in this document:

- ☐ Administrator
- ☐ Medical Director
- ☐ Director of Nursing
- ☒ Business Office Manager

Effective Date: September 22, 2004
Review Date: February 2007

POLICY 3.18a

Administration

Self Pay Patients

Policy Statement

Self pay patients will be asked to set up a payment plan. The suggested plan is a down payment of the first monthly payment or $200, whichever is more, to be paid at the time of service. The remainder is to be paid monthly and equally over the next 12 months with a minimum monthly payment of $25. Patients will be given the option of a 50% discount if paying in full within 30 days. This policy will also apply to patients who become self pay patients following insurance company payment denial.

Self pay patients who cannot pay at the time of service or who cannot meet the terms of the suggested plan may still be treated at the Center at the discretion of the Business Office Manager of the Director of Nursing. The Business Office Manager shall keep a written log and report of all self pay patients who were unable to pay at the time of service or meet the terms of a suggested payment plan. These patients should be tracked and trends should be noted. Trends will be reported to the Board. Patients who submit payments that do not meet the terms of the suggested payment plan will be sent a "patient partial payment letter" with a new payment plan. Patients who do not meet the terms as outlined in the letter will be sent to collections.

Who Should Know This Policy

- ☐ Pre-Op Staff
- ☐ Post-Op Staff
- ☐ PACU Staff
- ☐ All Employees
- ☐ All Clinical Staff
- ☒ All Business Office Staff
- ☒ Business Office Manager
- ☐ Director of Nursing
- ☐ Medical Director
- ☒ Administrator

Procedures

I. The Billing Coordinators will work with all self pay patients to set up payment plans.
   A. The above noted guide will be used as a starting point for all payment plans.
   B. Discretion may be used in setting up payment plans for less expensive procedures.

II. The Billing Coordinators will complete the Payment Plan Form and place it in the chart.

III. The receptionists will have the patient sign the Payment Plan Form and will collect the initial payment at the time of service.

IV. All self pay patients will receive an initial statement for total charges. This statement will be followed, as necessary, by a second statement at 30 days, a phone call at 37-40 days, and a third statement at 45 days. If no payment is made by the end of business on the 55th day, the account must be sent to collections. This same schedule will be followed for all patients on a payment plan.

V. Patients who do not meet the terms of the payment plan or the "patient partial payment letter" will be sent to collections after being given the opportunity to meet the terms of the plan or letter.

The following positions are responsible for the accuracy of the information contained in this document:

- ☐ Administrator
- ☐ Medical Director
- ☐ Director of Nursing
- ☒ Business Office Manager

Effective Date: September 22, 2004
Review Date: February, 2007

BLOOMINGTON NORMAL HEALTHCARE SURGERY CENTER
FINANCIAL ASSISTANCE APPLICATION

Date: Account #:

Patient Name (last, first, middle):

Social Security #:

Patient Address:

City: State: Zip:

Telephone:

List all of the people living in the household, including yourself. Provide the complete hourly pay for all that are over 18 years of age.

Household Roster	Relationship	Hours Worked	Hourly Wage	Employer /Income Source
1.				
2.				
3.				
4.				
5.				
6.				

Total Number In Household:

OTHER INCOME/ASSETS:

Social Security/Pension:

Child Support:

Checking Account Balance:

CD's, IRA's, Stocks, Bonds, Interest and Investment:

Savings Account Balance:

Rental Property and Other Real Estate (Non-Homestead):

Township Relief:

Other:

Attach Copy of Complete Federal Tax Return and last three check stubs for all working adults in the household.

Total Adjusted Gross Yearly Income:$

EXPENSES:	PER MONTH EXPENSE
(1) House Payment /Rent Payment	$
(2) Home Owners /Renter's Insurance/Auto Insurance	$
(3) Electricity/Gas	$
(4) Water	$
(5) Phone	$
(6) Car Payment	$
(7) Food	$
(8) Cable	$
(9) Credit Cards	$
(10) Other Misc. (Please specify, use back if necessary)	$
TOTAL EXPENSES	$

Please document any other circumstances that may affect your application approval on the back of this form.

By signing below, I authorize you to check my credit and employment history and to answer questions others may ask you about my credit record with you. I understand that I must update my information if my financial condition changes. The falsification of data may result in the reversal of any financial assistance.

APPLICANT SIGNATURE ____________________ (DATE) ____________

DO NOT WRITE BELOW THIS LINE

APPROVED ____ %/$ AMOUNT ____________ DENIED ____ REASON ____________

SIGNED ____________________ TITLE ____________ DATE ____________

BNHC FINANCIAL ASSISTANCE GUIDELINES

Based on 150% of 2008 US HHS Poverty Guidelines

% Discount		1			2			3			4
100		$15,600	100		$21,000	100		$26,400	100		$31,800
90	$15,601	$17,334	90	$21,001	$23,334	90	$26,401	$29,334	90	$31,801	$35,334
80	$17,335	$19,067	80	$23,335	$25,668	80	$29,335	$32,268	80	$35,335	$38,868
70	$19,068	$20,801	70	$25,669	$28,002	70	$32,269	$35,202	70	$38,869	$42,402
60	$20,802	$22,535	60	$28,003	$30,335	60	$35,203	$38,136	60	$42,403	$45,936
50	$22,536	$24,269	50	$30,336	$32,669	50	$38,137	$41,070	50	$45,937	$49,470
40	$24,270	$26,002	40	$32,670	$35,003	40	$41,071	$44,004	40	$49,471	$53,005
30	$26,003	$27,736	30	$35,004	$37,337	30	$44,005	$46,938	30	$53,006	$56,539
20	$27,737	$29,470	20	$37,338	$39,671	20	$46,939	$49,872	20	$56,540	$60,073
10	$29,471	$31,200	10	$39,672	$42,000	10	$49,873	$52,800	10	$60,074	$63,600
		5			6			7			8
100		$37,200	100		$42,600	100		$48,000	100		$53,400
90	$37,201	$41,334	90	$42,601	$47,334	90	$48,001	$53,334	90	$53,401	$59,335
80	$41,335	$45,468	80	$47,335	$52,069	80	$53,335	$58,669	80	$59,336	$65,269
70	$45,469	$49,603	70	$52,070	$56,803	70	$58,670	$64,003	70	$65,270	$71,204
60	$49,604	$53,737	60	$56,804	$61,537	60	$64,004	$69,338	60	$71,205	$77,138
50	$53,738	$67,871	50	$61,538	$66,272	50	$69,339	$74,672	50	$77,139	$83,073
40	$57,872	$62,005	40	$66,273	$71,006	40	$74,673	$80,007	40	$83,074	$89,008
30	$62,006	$66,140	30	$71,007	$75,740	30	$80,008	$85,341	30	$89,009	$94,942
20	$66,141	$70,274	20	$75,741	$80,475	20	$85,342	$90,676	20	$94,943	$100,877
10	$70,275	$74,400	10	$80,476	$85,200	10	$90,677	$96,000	10	$100,878	$106,800

Eastland Medical Plaza SurgiCenter L.L.C. Admission Policy

ATTACHMENT-19

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SCOPE OF SERVICES TO BE PROVIDED

The Eastland Medical Plaza SurgiCenter will provide the following scope of services:

1. Provide outpatient ambulatory surgical services for patients not requiring an overnight stay. The specialties that will initially be utilizing the Center include General Surgery, Urology, Gynecology, Pain Management, Orthopedics, ENT, Podiatry, Gastroenterology, Ophthalmology, and plastics.

2. The outpatient procedure will be performed under the highest standards of patient safety and competent medical care in a clean and comfortable environment, at a cost savings, with respect and dignity.

3. The procedures provided at this facility will be outpatient procedures, typically performed in the specialties listed above. The services will expand as the Governing Body approves the procedures and when the equipment, staffing and the facilities can meet the requirements of those specialties/procedures. Procedures will be performed at this facility with local anesthesia, Monitored Anesthesia Care, I.V. conscious sedation, regional blocks and general anesthesia.

4. Following the surgical procedure, the patients will be recovered in a safe, comfortable environment and will be carefully monitored by trained, licensed and approved personnel. Once recovered, the patient will be evaluated carefully and then will be safely discharged by a physician to the care of a responsible person.

5. The age range of patients receiving outpatient surgical services at this facility typically be from ages 2 months to 99 although patients outside this range may be accepted at the discretion of the Medical Director and/or anesthesiologist.

6. Required laboratory testing and/or radiology will be provided by Medicare approved outside providers.

7. The facility staff will review its quality management on a quarterly basis to measure patient satisfaction, patient safety, level of patient care, new patient care techniques and may meet more often as needed.

Charity

SUBJECT: Charity

PURPOSE:

This policy is to assist the Business Office Manager in recognizing low-income families. It is intended to comply with all federal guidelines and will create a procedure that follows the poverty guidelines instituted by the Department of Heal and Human Services as it pertains to discounting the patient's financial responsibility towards procedure (s) performed in the center.

PROCEDURE:

1. The poverty guidelines are set by the U.S. Department Health and Human services. The guidelines are reviewed and updated annually.

2. Those patients who are identified as low income or indigent are to complete the application for financial assistance. They are to submit the application to the Business Office Manager for review against the poverty guidelines.

3. The Business Office Manager will send a letter of confirmation to the patient with the results of the review. A copy of the letter is to be kept on the left side of the patient's chart, as well as noted in the billing record of the health information system. In addition, a copy is kept by the Business Office Manager in the Charity Log Book.

4. Any patient that has had a charity application approved by any OSF Healthcare facility in a one year term will automatically receive the same discount by the center.

JANUARY 2009

OSF HEALTHCARE SYSTEM
FINANCIAL ASSISTANCE GUIDELINES

Discount Per %	NUMBER IN FAMILY 1		2		3		4		5	
FPL	$10,830		$14,570		$18,310		$22,050		$25,790	
100	**less	16,245	**less	21,855	**less	27,465	**less	33,075	**less	38,685
90	16,246	18,050	21,856	24,283	27,466	30,517	33,076	36,750	38,686	42,983
80	18,051	19,855	24,284	26,711	30,518	33,569	36,751	40,425	42,984	47,281
70	19,856	21,660	26,712	29,139	33,570	36,621	40,426	44,100	47,282	51,579
60	21,661	23,465	29,140	31,567	36,622	39,673	44,101	47,775	51,580	55,877
50	23,468	25,270	31,568	33,995	39,674	42,725	47,776	51,450	55,878	60,175
40	25,271	27,075	33,996	36,423	42,726	45,777	51,451	55,125	60,176	64,473
30	27,076	28,880	36,424	38,851	45,778	48,829	55,126	58,800	64,474	68,771
20	28,881	30,685	38,852	41,279	48,830	51,881	58,801	62,475	68,772	73,069
10	30,686	32,490	41,280	43,707	51,882	54,933	62,476	66,150	73,070	77,367
185% FPL - John Scott & Clinic	$20,036		$26,955		$33,874		$40,793		$47,712	

Discount Per %	NUMBER IN FAMILY 6		7		8		9		10	
FPL	$29,530		$33,270		$37,010		$40,750		$44,490	
100	**less	44,295	**less	49,905	**less	55,515	**less	61,125	**less	66,735
90	44,296	49,217	49,906	55,450	55,516	61,683	61,126	67,917	66,736	74,150
80	49,218	54,139	55,451	60,995	61,684	67,851	67,918	74,709	74,151	81,565
70	54,140	59,061	60,996	66,540	67,852	74,019	74,710	81,501	81,566	88,980
60	59,062	63,983	66,541	72,085	74,020	80,187	81,502	88,293	88,981	96,395
50	63,984	68,905	72,086	77,630	80,188	86,355	88,294	95,085	96,396	103,810
40	68,906	73,827	77,631	83,175	86,356	92,523	95,086	101,877	103,811	111,225
30	73,828	78,749	83,176	88,720	92,524	98,691	101,878	108,669	111,226	118,640
20	78,750	83,671	88,721	94,265	98,692	104,859	108,670	115,461	118,641	126,055
10	83,672	88,593	94,266	99,810	104,860	111,027	115,462	122,253	126,056	133,470
185% FPL - John Scott & Clinic	$54,631		$61,550		$68,469		$75,388		$82,307	

Figures represent 150% of government guidelines

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Prepared by: Dawn Irion

PATIENT ADMISSION

POLICY:

A standard routine shall be followed for admitting a patient when they arrive at the Center. Patients shall be treated with respect and dignity.

PROCEDURE:

1. When the patient comes in, the registration clerk will verify his/her name.
2. The medical record demographic sheet will be reviewed and all information will be verified. The patient will review and sign the Financial Policy, payment agreements and any other consent forms.
3. A copy of the insurance card will be obtained.
4. If there is a co-payment due, it will be collected in full and recorded as payment on cash sheet.
5. The insurance claim form will be signed.
6. The patient will be seated in the lobby and presurgery will be notified that the patient is ready for admission.
7. The medical record will be delivered to the pre-operative chart rack in the presurgery area.

Proposed Admission Policy

ATTACHMENT-19

SCOPE OF SERVICES TO BE PROVIDED

The Eastland Medical Plaza SurgiCenter will provide the following scope of services:

1. Provide outpatient ambulatory surgical services for patients not requiring an overnight stay. The specialties that will initially be utilizing the Center include General Surgery, Urology, Gynecology, Pain Management, Orthopedics, ENT, Podiatry, Gastroenterology, Ophthalmology, and plastics.

2. The outpatient procedure will be performed under the highest standards of patient safety and competent medical care in a clean and comfortable environment, at a cost savings, with respect and dignity.

3. The procedures provided at this facility will be outpatient procedures, typically performed in the specialties listed above. The services will expand as the Governing Body approves the procedures and when the equipment, staffing and the facilities can meet the requirements of those specialties/procedures. Procedures will be performed at this facility with local anesthesia, Monitored Anesthesia Care, I.V. conscious sedation, regional blocks and general anesthesia.

4. Following the surgical procedure, the patients will be recovered in a safe, comfortable environment and will be carefully monitored by trained, licensed and approved personnel. Once recovered, the patient will be evaluated carefully and then will be safely discharged by a physician to the care of a responsible person.

5. The age range of patients receiving outpatient surgical services at this facility typically be from ages 2 months to 99 although patients outside this range may be accepted at the discretion of the Medical Director and/or anesthesiologist.

6. Required laboratory testing and/or radiology will be provided by Medicare approved outside providers.

7. The facility staff will review its quality management on a quarterly basis to measure patient satisfaction, patient safety, level of patient care, new patient care techniques and may meet more often as needed.

Charity

SUBJECT: Charity

PURPOSE:

This policy is to assist the Business Office Manager in recognizing low-income families. It is intended to comply with all federal guidelines and will create a procedure that follows the poverty guidelines instituted by the Department of Heal and Human Services as it pertains to discounting the patient's financial responsibility towards procedure (s) performed in the center.

PROCEDURE:

1. The poverty guidelines are set by the U.S. Department Health and Human services. The guidelines are reviewed and updated annually.

2. Those patients who are identified as low income or indigent are to complete the application for financial assistance. They are to submit the application to the Business Office Manager for review against the poverty guidelines.

3. The Business Office Manager will send a letter of confirmation to the patient with the results of the review. A copy of the letter is to be kept on the left side of the patient's chart, as well as noted in the billing record of the health information system. In addition, a copy is kept by the Business Office Manager in the Charity Log Book.

4. Any patient that has had a charity application approved by any OSF Healthcare facility in a one year term will automatically receive the same discount by the center.

JANUARY 2009

OSF HEALTHCARE SYSTEM
FINANCIAL ASSISTANCE GUIDELINES

Discount Per %	NUMBER IN FAMILY 1		2		3		4		5	
FPL	$10,830		$14,570		$18,310		$22,050		$25,790	
100	**less	16,245	**less	21,855	**less	27,465	**less	33,075	**less	38,685
90	16,246	18,050	21,856	24,283	27,466	30,517	33,076	36,750	38,686	42,983
80	18,051	19,855	24,284	26,711	30,518	33,569	36,751	40,425	42,984	47,281
70	19,856	21,660	26,712	29,139	33,570	36,621	40,426	44,100	47,282	51,579
60	21,661	23,465	29,140	31,567	36,622	39,673	44,101	47,775	51,580	55,877
50	23,466	25,270	31,568	33,995	39,674	42,725	47,776	51,450	55,878	60,175
40	25,271	27,075	33,996	36,423	42,726	45,777	51,451	55,125	60,176	64,473
30	27,076	28,880	36,424	38,851	45,778	48,829	55,126	58,800	64,474	68,771
20	28,881	30,685	38,852	41,279	48,830	51,881	58,801	62,475	68,772	73,069
10	30,686	32,490	41,280	43,707	51,882	54,933	62,476	66,150	73,070	77,367
185% FPL - John Scott & Clinic	$20,036		$26,955		$33,874		$40,793		$47,712	

Discount Per %	NUMBER IN FAMILY 6		7		8		9		10	
FPL	$29,530		$33,270		$37,010		$40,750		$44,490	
100	**less	44,295	**less	49,905	**less	55,515	**less	61,125	**less	66,735
90	44,296	49,217	49,906	55,450	55,516	61,683	61,126	67,917	66,736	74,150
80	49,218	54,139	55,451	60,995	61,684	67,851	67,918	74,709	74,151	81,565
70	54,140	59,061	60,996	66,540	67,852	74,019	74,710	81,501	81,566	88,980
60	59,062	63,983	66,541	72,085	74,020	80,187	81,502	88,293	88,981	96,395
50	63,984	68,905	72,086	77,630	80,188	86,355	88,294	95,085	96,396	103,810
40	68,906	73,827	77,631	83,175	86,356	92,523	95,086	101,877	103,811	111,225
30	73,828	78,749	83,176	88,720	92,524	98,691	101,878	108,669	111,226	118,640
20	78,750	83,671	88,721	94,265	98,692	104,859	108,670	115,461	118,641	126,055
10	83,872	88,593	94,266	99,810	104,860	111,027	115,482	122,253	126,056	133,470
185% FPL - John Scott & Clinic	$54,631		$61,550		$68,469		$75,388		$82,307	

Figures represent 150% of government guidelines

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Prepared by: Dawn Irion

ATTACHMENT 19

PATIENT ADMISSION

POLICY:

A standard routine shall be followed for admitting a patient when they arrive at the Center. Patients shall be treated with respect and dignity.

PROCEDURE:

1. When the patient comes in, the registration clerk will verify his/her name.
2. The medical record demographic sheet will be reviewed and all information will be verified. The patient will review and sign the Financial Policy, payment agreements and any other consent forms.
3. A copy of the insurance card will be obtained.
4. If there is a co-payment due, it will be collected in full and recorded as payment on cash sheet.
5. The insurance claim form will be signed.
6. The patient will be seated in the lobby and presurgery will be notified that the patient is ready for admission.
7. The medical record will be delivered to the pre-operative chart rack in the presurgery area.

Letters from facilities' respective CEOs certifying that the admission policies of the facilities involved will not become more restrictive

ATTACHMENT-19

Bloomington-Normal Healthcare, L.L.C.

2100 Fort Jesse Road
Normal, Illinois 61761
(309) 834-4000

Mr. Jeffrey S. Mark
Executive Director
Illinois Health Facilities Planning Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Re: Admission Policies of Bloomington-Normal Healthcare, L.L.C.

Dear Mr. Mark:

I hereby certify that the admission policies of Bloomington-Normal Healthcare, L.L.C. will not become more restrictive as a result of the proposed merger of Bloomington Normal Healthcare, L.L.C. into Eastland Holdings, L.L.C. The patients in the community that Bloomington-Normal Healthcare, L.L.C. serves will continue to have the same access to services at the ASTC as they currently do upon completion of the merger.

Regards,

Edward Colloton
Executive Director

ATTACHMENT-19

Eastland Medical Plaza Surgicenter, L.L.C.

1505 Eastland Drive
Bloomington, Illinois 61701
(309) 662-2500

Mr. Jeffrey S. Mark
Executive Director
Illinois Health Facilities Planning Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Re: Admission Policies of Eastland Medical Plaza Surgicenter, L.L.C.

Dear Mr. Mark:

I hereby certify that the admission policies of Eastland Medical Plaza Surgical Center, L.L.C. will not become more restrictive as a result of the proposed merger of Bloomington Normal Healthcare, L.L.C. into Eastland Holdings, L.L.C. The patients in the community that Eastland Medical Plaza Surgical Center, L.L.C. serves will continue to have the same access to services at the ASTC as they currently do upon completion of the merger.

Regards,

John Zell

John Zell
Chairperson

ATTACHMENT-19

List of Facilities

Attached is a list of all facilities within each applicant's health care system. This list provides the location of each facility, the number of beds in each facility, a list of services offered by each facility, and the utilization figures for each of those services for the last 12 months period.

ATTACHMENT-19

1) Bloomington-Normal Healthcare Surgery Center
2100 Fort Jesse Road
Normal, IL 61761

Number of beds: 0

Services offered: Outpatient Surgery

Utilization figures for the last 12 months period:

Bloomington-Normal Healthcare
Physician Activity by Specialty
(YTD)
07/01/09 – 06/30/10

Specialty	Cases
Ear, Nose and Throat	122
General	336
Gynecology	282
Orthopedics	291
Pain	150
Plastic	145
Podiatry	201
Urology	893
Total	**2420**

ATTACHMENT-19

2) Eastland Medical Plaza Surgicenter, L.L.C.
1505 Eastland Drive
Bloomington, IL 61701

Number of beds: 0

Services offered: Outpatient Surgery

Utilization figures for the last 12 months period:

Eastland Medical Plaza
Surgicenter
Physician Activity by Specialty
(YTD)
07/01/09 – 06/30/10

Specialty	Cases
Ear, Nose and Throat	666
Eye	1392
General	692
Gastrointestinal	3272
Gynecology	240
Medical	2
Orthopedics	728
Plastic	46
Pain Management	348
Podiatry	4
Pulmonology	99
Urology	236
Total	**7725**

ATTACHMENT-19

Referral Agreements

ATTACHMENT -19

HOSPITAL TRANSFER AGREEMENT
between
EASTLAND MEDICAL PLAZA SURGICENTER, L.L.C.
and
OSF HEALTHCARE SYSTEM, d/b/a ST. JOSEPH MEDICAL CENTER

THIS HOSPITAL TRANSFER AGREEMENT ("AGREEMENT") is made and entered into this 1st Day of September, 2000, by and between EASTLAND MEDICAL PLAZA SURGICENTER, L.L.C of Bloomington, Illinois ("LLC"), and OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation ("OSFHS"), owner and operator of ST. JOSEPH MEDICAL CENTER, Bloomington, Illinois, ("HOSPITAL").

RECITALS:

A. LLC desires to enter into an arrangement whereby provision can be made for the transfer of patients from LLC to a local hospital in the event of an emergency situation in which treatment beyond the scope and expertise of the services provided at the LLC is necessary.

B. OSFHS, through HOSPITAL, is capable of providing emergency treatment to patients and desires to enter into a transfer agreement with LLC for the transfer of patients in an emergency situation who need medical care beyond the care that can be provided by the LLC.

C. LLC desires to contract with OSFHS for the transfer of patients to the HOSPITAL in an emergency situation as described above.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and in reliance upon the recitals, set forth above and incorporated by reference herein, the parties hereto agree as follows:

1. **Duties and Responsibilities of OSFHS.**

OSFHS, through HOSPITAL, shall, for the term of this AGREEMENT, perform the following duties and responsibilities in connection with the transfer of patients from the LLC:

1.1 Accept Transfers. HOSPITAL shall accept all patient transfers from the LLC.

1.2 Control. HOSPITAL shall maintain complete control and responsibility for the care of patients transferred from the LLC once they have been admitted to HOSPITAL in accordance with HOSPITAL and Medical Staff Rules, Regulations and Policies.

1.3 Physician. HOSPITAL shall assure that the appropriate physician is informed of a transferred patients arrival from the LLC and admission to the HOSPITAL, and that the physician is given a complete condition report as per the Medical Staff policy of the HOSPITAL.

1.4 Nursing Care. HOSPITAL shall provide all nursing care required to appropriately treat the transferred patient, including documentation of care rendered and maintenance of medical records as required by law.

2. **Duties and Responsibilities of LLC.**

LLC shall, for the term of this AGREEMENT, be responsible for the following:

2.1 Emergency Physician Contact. LLC shall make initial contact with the emergency department physician who will be assuming care of the transferred patient in the HOSPITAL emergency room.

2.2 Notice. LLC shall give notice to HOSPITAL of the transfer of any patient in advance of patient arrival whenever possible.

2.3 Transportation. LLC shall arrange for transportation to the HOSPITAL from the LLC for any patient being transferred from the LLC.

2.4 Medical Information. LLC shall provide HOSPITAL with all pertinent patient records and information concerning the patient being transferred at the time of the patient's admission to the HOSPITAL.

2.5 Personal Effects. LLC shall dispose of a transferred patient's personal effects to the appropriate person.

3. **Term and Termination.**

3.1 Initial and Renewal Terms. This AGREEMENT shall commence as of September 1, 2000, or upon the issuance to LLC of a license to operate the LLC by the Illinois Department of Public Health, whichever occurs later, for an initial term of one (1) year therefrom ("INITIAL TERM:). The INITIAL TERM shall automatically extend for successive one year periods thereafter ("RENEWAL TERMS"), subject, however, to Section 3.2 hereof.

3.2 Termination. This AGREEMENT may be sooner terminated on the first to occur of any of the following:

(a) Written agreement by both parties to terminate this AGREEMENT.

(b) In the event of the breach of any of the terms or conditions of this AGREEMENT by either party and the failure of the breaching party to correct such breach within ten (10) business days after receipt of written notice of such breach by the breaching party, such other party may terminate the AGREEMENT immediately with written notice of such termination to the breaching party.

(c) In the event either party to this AGREEMENT shall, with or without cause, at any time give to the other at least thirty (30) days advance written notice, this AGREEMENT shall terminate on the future date specified in such notice.

(d) If either party is prevented from performing its obligations under this AGREEMENT, by strikes or other labor disputes, official or unofficial, fire, war, flood or any other reason beyond the party's reasonable control, each party's rights and obligations hereunder shall cease with written notice of such cessation.

4. <u>Assignment</u>.

This AGREEMENT and all rights and benefits hereunder are personal to LLC and OSFHS, and neither this AGREEMENT nor any right or interest of LLC or OSFHS herein, or arising hereunder, shall be voluntarily or involuntarily sold, transferred, or assigned without the other party's written consent, except that either party may assign its rights under this AGREEMENT to an entity under the common control of The Sisters of the Third Order of St. Francis, an Illinois not for profit corporation.

5. <u>Changes or Modifications</u>.

No change or modification of this AGREEMENT shall be valid unless the same shall be in writing signed by OSFHS and by LLC. No waiver of any provision of the AGREEMENT shall be valid unless in writing and signed by the person or party against whom charged.

6. <u>Severability</u>.

The invalidity or unenforceability of any particular provision of this AGREEMENT shall not affect the other provisions hereof, and this AGREEMENT shall be construed in all respects as if such invalid or unenforceable provision were omitted.

7. <u>Waiver of Breach</u>.

The waiver by either party of a breach or violation of any provision of this AGREEMENT shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

8. <u>Headings</u>.

The Section titles and other headings contained in this AGREEMENT are for reference only and shall not affect in any way the meaning or interpretation of this AGREEMENT.

9. <u>Governing Law</u>.

This AGREEMENT shall be construed and enforced in accordance with the laws of Illinois.

IN WITNESS WHEREOF, the parties hereto executed this AGREEMENT in multiple originals on the date first written above.

LLC:

EASTLAND MEDICAL PLAZA
SURGICENTER, L.L.C.

By: ______________________
Administrator,
Eastland Medical PlazaSurgiCenter, L.L.C.

HOSPITAL:

ST. JOSEPH MEDICAL CENTER

By: ______________________
Administrator,
St. Joseph Medical Center

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HOSPITAL TRANSFER AGREEMENT
between
BLOOMINGTON-NORMAL HEALTHCARE, L.L.C.
and
ST. JOSEPH MEDICAL CENTER

THIS HOSPITAL TRANSFER AGREEMENT ("AGREEMENT") is made and entered into this 21st day of February, 2002, by and between OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner of BLOOMINGTON-NORMAL HEALTHCARE, L.L.C., Normal, Illinois ("CENTER"), and OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of ST. JOSEPH MEDICAL CENTER, Bloomington, Illinois, ("HOSPITAL").

RECITALS:

A. CENTER desires to enter into an arrangement whereby provision can be made for the transfer of patients from CENTER to a local hospital in the event of an emergency situation in which treatment beyond the scope and expertise of the services provided at the CENTER is necessary.

B. HOSPITAL is capable of providing emergency treatment to patients and desires to enter into a transfer agreement with CENTER for the transfer of patients in an emergency situation who need medical care beyond the care that can be provided by the CENTER.

C. CENTER desires to contract with HOSPITAL for the transfer of patients to the HOSPITAL in an emergency situation as described above.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and in reliance upon the recitals, set forth above and incorporated by reference herein, the parties hereto agree as follows:

1. Duties and Responsibilities of HOSPITAL.

HOSPITAL shall, for the term of this AGREEMENT, perform the following duties and responsibilities in connection with the transfer of patients from the CENTER:

1.1 Accept Transfers: HOSPITAL shall accept all patient transfers from the CENTER.

1.2 Control HOSPITAL shall maintain complete control and responsibility for the care of patients transferred from the CENTER once they have been admitted to HOSPITAL in accordance with HOSPITAL and Medical Staff Rules, Regulations and Policies.

1.3 Physician. HOSPITAL shall assure that the appropriate physician is informed of a transferred patient's arrival from the CENTER and admission to the HOSPITAL, and that the physician is given a complete condition report as per the Medical Staff policy of the HOSPITAL.

1.4 Nursing Care. HOSPITAL shall provide all nursing care required to appropriately treat the transferred patient, including documentation of care rendered and maintenance of medical records as required by law.

2. Duties and Responsibilities of CENTER.

CENTER shall, for the term of this AGREEMENT, be responsible for the following:

2.1 Emergency Physician Contact. CENTER shall make initial contact with the emergency department physician who will be assuming care of the transferred patient in the HOSPITAL emergency room.

2.2 Notice. CENTER shall give notice to HOSPITAL of the transfer of any patient in advance of patient arrival whenever possible.

2.3 Transportation. CENTER shall arrange for transportation to the HOSPITAL from the CENTER for any patient being transferred from the CENTER.

2.4 Medical Information. CENTER shall provide HOSPITAL with all pertinent patient records and information concerning the patient being transferred at the time of the patient's admission to the HOSPITAL.

2.5 Personal Effects. CENTER shall dispose of a transferred patient's personal effects to the appropriate person.

3. Term and Termination.

3.1 Initial and Renewal Terms. This AGREEMENT shall commence as of February 22, 2002, for an initial term of one (1) year therefrom ("INITIAL TERM"). The INITIAL TERM shall automatically extend for successive one year periods thereafter ("RENEWAL TERMS"), subject, however, to Section 3.2 hereof.

3.2 Termination. This AGREEMENT may be sooner terminated on the first to occur of any of the following:

(a) Written agreement by both parties to terminate this AGREEMENT.

(b) In the event of the breach of any of the terms or conditions of this AGREEMENT by either party and the failure of the breaching party to correct such breach within ten (10) business days after receipt of written notice of such breach by the breaching party, such other party may terminate the AGREEMENT immediately with written notice of such termination to the breaching party.

(c) In the event either party to this AGREEMENT shall, with or without cause, at any time give to the other at least thirty (30) days advance written notice, this AGREEMENT shall terminate on the future date specified in such notice.

(d) If either party is prevented from performing its obligations under this AGREEMENT, by strikes or other labor disputes, official or unofficial, fire, war, flood or any other reason beyond the party's reasonable control, each party's rights and obligations hereunder shall cease with written notice of such cessation.

4. Assignment.

This AGREEMENT and all rights and benefits hereunder are personal to CENTER and HOSPITAL, and neither this AGREEMENT nor any right or interest of CENTER or HOSPITAL herein, or arising hereunder, shall be voluntarily or involuntarily sold, transferred, or assigned without the other party's written consent, except that CENTER may assign its rights under this AGREEMENT to an entity under the common control of The Sisters of the Third Order of St. Francis, an Illinois not for profit corporation.

5. Changes or Modifications.

No change or modification of this AGREEMENT shall be valid unless the same shall be in writing signed by HOSPITAL and by CENTER. No waiver of any provision of the AGREEMENT shall be valid unless in writing and signed by the person or party against whom charged.

6. **Severability.**

The invalidity or unenforceability of any particular provision of this AGREEMENT shall not affect the other provisions hereof, and this AGREEMENT shall be construed in all respects as if such invalid or unenforceable provision were omitted.

7. **Waiver of Breach.**

The waiver by either party of a breach or violation of any provision of this AGREEMENT shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

8. **Headings.**

The Section titles and other headings contained in this AGREEMENT are for reference only and shall not affect in any way the meaning or interpretation of this AGREEMENT.

9. **Governing Law.**

This AGREEMENT shall be construed and enforced in accordance with the laws of Illinois.

IN WITNESS WHEREOF, the parties hereto executed this AGREEMENT in multiple originals on the date first written above.

CENTER:

BLOOMINGTON NORMAL HEALTHCARE, L.L.C.

By: ____________________
Medical Director

By: ____________________
Chair, Board of Directors

ATTEST:

By: ____________________

HOSPITAL:

OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of ST. JOSEPH MEDICAL CENTER

By: ____________________
Administrator
St. Joseph Medical Center

Availability of Funds

Financial resources shall be available and be equal to or exceed the estimated total project cost plus any related project costs. The merger will be funded through the purchase of additional units in Eastland Medical Plaza Surgicenter, LLC by certain members of Eastland Medical Surgicenter, LLC and Bloomington-Normal Healthcare, LLC. Any additional funds will be available through a variable rate nondisclosable revolving line of credit loan. Eastland Medical Plaza Surgicenter, LLC has an existing line of credit loan for up to $2,000,000, due on demand, from PNC Bank. The interest rate of this line of credit loan is the reference rate (30 Day LIBOR) added to the margin of 2.000%. PNC Bank is prepared to increase the existing line of credit loan to $4,000,000. Please see attached letter from PNC Bank.

ATTACHMENT-39

PNC BANK

July 8, 2010

To Whom It May Concern:

PNC Bank, National Association ("PNC Bank") has enjoyed a long standing banking relationship with Eastland Medical Plaza Surgicenter LLC ("Eastland") for over ten years. Currently, PNC Bank has extended a $2,000,000 line of credit to Eastland and the line of credit has been handled satisfactorily by Eastland. Subject to the completion of requisite due diligence and attainment of appropriate credit approval, PNC Bank is prepared to extend to Eastland an additional $2,000,000 of credit exposure to finance the acquisition and merger of Bloomington-Normal Healthcare LLC into Eastland. The additional credit exposure would be available for Eastland to finance acquisition costs as well as operating expenses.

I trust that this letter is sufficient for your needs. Should you have any questions or comments, please do not hesitate to contact me directly at (309) 655-5281.

Sincerely,

Michael A. Zeller
Senior Vice President

MAZ/sz

Member of The PNC Financial Services Group
301 SW Adams Street Peoria Illinois 61602
www.pnc.com

Financial Viability

Projected

ATTACHMENT-41

Combined Financial Statements

CASE VOLUMES	Pre-Merger Simple Combining 2009	Post-Merger Forecast Year 1
ENT	562	962
EYE	1,348	1,398
GEN SURG	1,004	1,104
GI	3,187	3,247
GYN	428	478
ORTHO	941	1,041
PAIN	505	555
PLAS	181	191
POD	200	225
PULM	93	98
UROL	1,043	1,143
TOTAL	9,492	10,442

INCOME STATEMENT	Pre-Merger Simple Combining 2009	Post-Merger Forecast Year 1
Gross Patient Revenue	39,653,148	43,618,463
Deductions from Revenue	(21,494,446)	(24,396,196)
Bad Debt	(441,357)	(485,493)
Collection Fees	(25,119)	(27,631)
Other Revenue	19,598	19,598
Interest Income	6,175	6,175
Collectible Revenues	17,718,000	18,734,917
Salaries	2,875,983	2,809,783
Benefits	959,527	890,480
Professional Fees	100,616	100,616
Supplies	2,722,762	2,884,222
Purchased Services	915,858	715,858
Other Direct Expenses	2,053,002	2,155,653
Depreciation	365,029	365,029
Interest Expense	10,374	85,374
Total Expenses	10,003,152	10,007,014
Net Income	7,714,848	8,727,903

BALANCE SHEET	Post Merger Consolidated	Year 1 Oper CashFlow *	EO Year 1 Balance Sheet
Cash	231,314	8,989,000	9,220,314
Net Accounts Rec	2,499,538		2,499,538
Inventory	480,258		480,258
Prepaids and Other	38,194		38,194
Net PPE	1,072,848	(365,000)	707,848
Goodwill	11,854,581		11,854,581
Other Assets	-		-
Total Assets	16,176,733	8,624,000	24,800,733
AP and AL	779,219		779,219
Current Portion LTD	858,952	241,000	1,099,952
Other Current Liab	565,156		565,156
LTD	2,152,879	(1,100,000)	1,052,879
Other Debt	-		-
Members Equity	11,820,527	9,483,000	21,303,527
Total Liabilities and Equity	16,179,733	8,624,000	24,800,733

** Note Yr 1 Operating Cash Flow presented before distribution of earnings to members*

ATTACHMENT 41

TABLE C

Bloomington Normal Healthcare LLC
Year End Financial Statements
December 31, 2009

	2008	2009	
Cases by Specialty			
ENT	222	150	
EYE	-	-	
GEN SURG	329	311	
GI	-	-	
GYN	208	220	
ORTHO	259	249	
PAIN	27	72	
PLAS	186	132	
POD	225	196	
PULM	-	-	
UROL	918	899	
TOTAL	2,374	2,229	
Gross Patient Revenu	10,359,470	9,676,260	
Deductions from Reve	(4,899,698)	(4,784,957)	
Bad Debt	(51,798)	(48,654)	
Collection Fees			
Other Revenue	15,812	18,798	
Interest Income	8,843	6,175	
Collectible Revenue	5,432,630	4,869,623	
Salaries	886,697	900,241	a
Benefits	354,472	405,800	b
Professional Fees	106,125	100,616	c
Supplies	634,677	762,294	d
Purchased Services	357,673	358,595	e
Other Direct Expenses	898,051	979,347	f
Depreciation	144,885	56,707	g
Interest Expense	7,321	4,508	h
Total Expenses	3,389,900	3,568,109	
Net Income	2,042,730	1,301,514	
Check	-	-	

Revenue			
Gross Revenue	10,359,470	9,676,260	
Contractual Adjustme	(4,899,698)	(4,784,957)	
Bad Debt Provision	(51,798)	(48,654)	
Net Revenue	5,407,976	4,844,649	
Variable Expenses			
Clinical Salaries and V	776,650	789,506	a
Clinical Empl Benefits	305,670	348,727	b
Medical Supplies	615,523	738,836	d
Purchased Services	71,829	80,704	e
Purchased - Medical	233,459	214,466	e
Office Supplies	19,154	23,457	d
Medical Equip Maint &	73,448	72,554	f
Miscellaneous	76	3,370	f
Total Variable Expe	2,097,802	2,271,640	
Fixed Expenses			
Administrative Salarie	108,047	110,735	a
Admin Empl Benefits (	48,802	57,073	b
Other Personnel Cost	11,025	10,916	c
Facility Costs	635,321	688,082	f
Legal Fees	-	18,602	e
Accounting Fees	42,391	40,604	e
Valuations	10,000	4,200	e
Executive Director Fee	72,000	68,400	c
Professional Fees	23,100	21,300	c
Minor Equipment Purc	21,271	15,491	f
Insurance	49,285	46,557	f
Marketing	8,481	749	f
Telephone & Long Dis	15,760	18,153	f
Taxes	40,200	50,907	f
Misc General & Admin	43,639	59,643	f
Total Fixed Expens	1,127,322	1,211,393	
Net Income (Loss) Before Other Income & Exper	2,182,851	1,361,616	
Other Income & Expense			
Depreciation and Amc	(144,885)	(56,707)	g
Interest Expense	(7,321)	(4,508)	h
Other Income	15,812	18,798	
Interest Income	8,843	6,175	
State Income Tax Exp	(12,570)	(23,861)	
Total Other Income	(140,121)	(60,103)	
Net Income (Loss)	2,042,730	1,301,514	

Eastland Medical Plaza Surgicenter LLC
Year End Financial Statements
December 31, 2009

	2008	2009	
Cases by Specialty			
ENT	758	412	
EYE	1,190	1,348	
GEN SURG	674	693	
GI	3,201	3,167	
GYN	187	208	
ORTHO	879	692	
PAIN	547	433	
PLAS	55	49	
POD	7	4	
PULM	65	93	
UROL	158	144	
TOTAL	7,721	7,263	
Gross Patient Revenu	31,048,117	29,976,888	
Deductions from Reve	(16,819,743)	(16,709,489)	
Bad Debt	(501,557)	(394,703)	
Collection Fees	(35,383)	(25,119)	
Other Revenue	49,344	800	
Interest Income			
Collectible Revenue	13,740,778	12,848,377	
Salaries	1,950,035	1,975,742	a
Benefits	492,960	553,727	b
Professional Fees	-	-	c
Supplies	1,932,251	1,960,468	d
Purchased Services	394,781	557,263	e
Other Direct Expenses	1,131,558	1,073,655	f
Depreciation	291,235	308,322	g
Interest Expense	9,658	5,866	h
Total Expenses	6,202,478	6,435,043	
Net Income	7,538,300	6,413,334	
Check	-	-	

Gross Patient Revenue	31,048,117	29,976,888	
Deductions from Revenu	(16,819,743)	(16,709,489)	
Net Patient Revenue	14,228,374	13,267,399	
Other Revenue	47,355	-	
Total Operating Rever	14,275,729	13,267,399	
Operating Expenses:			
Salaries and Employe	1,950,035	1,975,742	a
BENEFITS	492,960	553,727	b
Facility Lease and Ma	639,161	577,444	f
Medical Supplies and	1,830,289	1,834,133	d
Collection Fees	35,383	25,119	
Insurance	102,508	98,725	f
Purchase Services	278,025	381,495	e
Equipment Leases an	234,023	260,546	f
Advertising and Prom	18,074	13,859	f
Continuing Education	27,273	31,196	f
Office Supplies	42,441	51,927	d
Department and Dieta	59,521	74,488	d
Postage	9,797	11,373	f
Legal and Accounting	116,766	175,768	e
Operating Expenses	13,534	12,038	f
Telephone	12,459	10,078	f
Mileage Reimbursem	1,582	1,701	f
Dues and Subscriptio	5,872	5,378	f
Miscellaneous	14,708	7,511	f
Total Operating Ex	5,884,398	6,102,158	
Net Operating Income	8,391,331	7,165,241	
Other Income (Expenses):			
Depreciation	(291,235)	(308,322)	g
Gain on Sale of Equip	1,989	800	
Bad Debts	(501,557)	(394,703)	
Interest Expense	(9,658)	(5,866)	h
State Replacement Ta	(52,570)	(43,816)	
Total Other Income	(853,031)	(751,907)	
Net Income	7,538,300	6,413,334	

ATTACHMENT 41

Eastland and BNH Surgicenters
Combined Financial Statements
December 31, 2009

	Simple Combining		Inflators, Economics, and Adjustments				Forecast
	2008	2009	A	B	C	D	Year 1
Cases by Specialty							
ENT	980	562	400				962
EYE	1,190	1,348	50				1,398
GEN SURG	1,003	1,004	100				1,104
GI	3,201	3,187	60				3,247
GYN	395	428	50				478
ORTHO	1,138	941	100				1,041
PAIN	574	505	50				555
PLAS	241	181	10				191
POD	232	200	25				225
PULM	65	93	5				98
UROL	1,076	1,043	100				1,143
TOTAL	10,095	9,492					10,442
Gross Patient Revenue	41,407,587	39,653,148	3,965,315				43,618,463
Deductions from Revenue	(21,719,441)	(21,494,446)	(2,901,750)				(24,396,196)
Bad Debt	(553,353)	(441,357)	(44,136)				(485,493)
Collection Fees	(35,383)	(25,119)	(2,512)				(27,631)
Other Revenue	65,150	19,598					19,598
Interest Income	8,843	6,175					6,175
Collectible Revenues	19,173,408	17,718,000					18,734,917
Salaries	2,836,732	2,875,983		(200,000)	133,799		2,809,783
Benefits	647,432	959,527		(150,000)	80,953		890,480
Professional Fees	108,125	100,816			-		100,816
Supplies	2,568,928	2,722,762	272,276	(299,504)	188,687		2,884,222
Purchased Services	752,454	915,858		(200,000)	-		715,858
Other Direct Expenses	2,029,808	2,053,002			102,650		2,155,653
Depreciation	438,120	365,029					365,029
Interest Expense	16,979	10,374				75,000	85,374
Total Expenses	9,592,378	10,003,152					10,007,014
Net Income	9,581,030	7,714,848					8,727,903

A.) Incremental revenue and related changes due to:
0% price increase and 10% volume increase (hold prices in first year for CON); 35% increase in writeoff rate

writeoff rate	(0.54)	-0.731783069	35% increase in writeoff rate
	16,158,702		
	19,222,266	1.06 net growth	
bad debt rate	(0.01)		
collection fee rate	(0.00)		
supply rate	0.07		

B.) Estimated economies of scale, reduce support staff, cheaper benefits, better purchasing power
benefits

FJ Salaries	900,241
FJ Benefits	405,800
Calc Benefits at Eastland Rates	252,304.17
Difference i.e. savings	153,496.18
purchasing power	estimate 10% savings

C.) Inflation
salaries 5%
benefits 10%
profees 0%
supplies 7%
purchased service 0%
oth directs 5%

D.) estimate annual interest expense on potential debt 50k to 100k

ATTACHMENT 41

11586951_1.XLS : Combining Inc Stmt

	YE 2009 BNH	New BNH Allocation of Purchase Price	YE 2009 Eastland			Post Merger Eastland	YE 2009 BNH	Elimination Entries	Post Merger Consolidated	Year 1 Oper CashFlow	EO Year 1 Balance Sheet
Cash	131,568 →	131,568	99,746			99,746	131,568		231,314	8,254,000	8,485,314
Net Accounts Rec	806,890 →	806,890	1,692,648			1,692,648	806,890		2,499,538		2,499,538
Inventory	249,503 →	249,503	230,755			230,755	249,503		480,258		480,258
Prepaids and Other	7,875 →	7,875	30,319			30,319	7,875		38,194		38,194
Net PPE	140,789 →	140,789	932,059			932,059	140,789		1,072,848	(365,000)	707,848
Goodwill	435,449	12,004,375	2,662,294			2,662,294	435,449	8,756,838	11,854,581		11,854,581
Other Assets	-		-	9,800,000	investment in BNH	9,800,000	-	(9,800,000)	-		-
Total Assets	1,772,074	13,341,000	5,647,821			15,447,821	1,772,074	(1,043,162)	16,176,733	7,889,000	24,065,733
AP and AL	485,718 →	485,718	296,501			296,501	482,718		779,219		779,219
Current Portion LTD	24,410 →	24,410	834,542			834,542	24,410		858,952	(859,000)	(48)
Other Current Liab	220,191 →	220,191	344,965			344,965	220,191		565,156		565,156
LTD	1,593 →	1,593	851,286	1,300,000	new debt	2,151,286	1,593		2,152,879	(1,100,000)	1,052,879
Other Debt	-		-			-	-		-		-
										365,000	365,000
Members Equity	1,043,162	12,609,088	3,320,527	8,500,000	new equity	11,820,527	1,043,162	(1,043,162)	11,820,527	9,483,000	21,303,527
Total Liabilities and Equity	1,775,074	13,341,000	5,647,821			15,447,821	1,772,074	(1,043,162)	16,176,733	7,889,000	24,065,733

purchase price 13,341,000

Financial Viability

Bloomington-Normal Healthcare, L.L.C.

ATTACHMENT-41

Bloomington Normal Healthcare Surgery Center			
	2009	2008	2007
Current Ratio:	1.64	2.00	1.86
Net Margin %:	26.86	37.77	37.45
% Debt to Total Capitalization	0.15	2.08	3.80
Projected Debt Service Coverage	52.02	68.60	61.83
Days Cash on Hand	13.77	19.97	9.79
Cushion Ratio	5.39	8.14	4.22

Note - These ratios were calculated from annual financial statements which were compiled (but not audited or reviewed) by our CPA firm. All ratios are well within minimum compliance except:

Days Cash on Hand - 2007 and 2008

The surgery center changed the payment dates for the 4th quarter distributions to December instead of January in 2007. This change lowers the days cash for the snapshot reporting date at December 31st but the cash balances quickly improve shortly after year-end. Again, the surgery center has never had a problem meeting its obligations.

	2006	2007	2008
Current Ratio	=12(0534 51)/520827.1	=10208 [illegible]663722	=181589/1566606
Net Margin %	=2042729.84/6407976.73*100	=759037/[illegible]667*100	=1667750/[illegible]*100
% Debt to Total Capitalization	=(26002.44/(26002.44+1228858.33))*100	=(17672/(47662+1207118))*100	=23232/(23232+[illegible])*100
Projected Debt Service Coverage	=(2042729.34+144885.15+7320.77)/(24674.22+7320.77)	=(2059376+192681+21404)/(14563+21404)	=(1567750+325532+[illegible])/(18963+[illegible])
Days Cash on Hand	=175158.49/((2097832+1177322.45+140121.34-144835.15)/365)	=[illegible]/((2160590+1157886+187155-[illegible])/365)	=780483[illegible]/((1958188+1970598+[illegible]-[illegible])/365)
Cushion Ratio			

ATTACHMENT 41

Bloomington-Normal Healthcare, L.L.C.
Balance Sheet
December 31, 2007

ASSETS

Current Assets		
Cash		89,945.66
Accounts Receivable		
Patient Accounts Receivable	1,297,466.13	
Allowance for Contractuals	(474,757.31)	
Allowance for Bad Debt	(123,423.90)	
Total Net A/R		699,284.92
Other Current Assets		
Supplies Inventory	226,449.94	
Prepaid Expenses	13,589.36	
Other Current Assets	1,538.00	
Total Other Current Assets		241,577.30
Total Current Assets		$ 1,030,807.88
Fixed Assets		
Property, Plant & Equipment, net of depreciation	322,835.22	
Intangible Assets, net of amortization	455,088.16	
Total Fixed Assets		777,923.38
TOTAL ASSETS		$ 1,808,731.26

LIABILITIES

Current Liabilities		
Accounts Payable	26,865.53	
Estimated Due To BCBS	266,476.00	
Accrued Personnel Cost	102,586.11	
Other Accrued Expenses	115,461.54	
Current Portion Long-Term Debt	42,632.88	
Total Current Liabilities		$ 553,922.06
Long-Term Liabilities		
Long Term Debt	47,691.57	
Total Long-Term Liabilities		47,691.57
TOTAL LIABILITIES		601,613.63
MEMBER'S EQUITY		1,207,117.63
TOTAL LIABILITIES & MEMBERS' EQUITY		$ 1,808,731.26

See Accountant's Compilation Report

ATTACHMENT 41

Bloomington-Normal Healthcare, L.L.C.
Statement of Income
For the Twelve Months Period Ended December 31, 2007

	Current Period	%	Year-to-Date	%
Revenue				
Gross Revenue	$ 1,063,857.00	100.00	$ 10,369,630.75	100.00
Contractual Adjustments	(435,335.24)	(40.92)	(4,712,652.84)	(45.45)
Bad Debt Provision	(5,319.29)	(0.50)	(51,861.29)	(0.50)
Net Revenue	623,202.47	58.58	5,605,116.62	54.05
Variable Expenses				
Clinical Salaries and Wages	63,261.26	5.95	745,250.34	7.19
Clinical Employee Benefits and Taxes	23,074.15	2.17	286,000.25	2.76
Medical Supplies	60,805.01	5.72	688,148.37	6.64
Purchased Services	9,675.64	0.91	76,141.76	0.73
Purchased - Medical	8,990.40	0.85	250,574.40	2.42
Office Supplies	2,975.09	0.28	32,064.00	0.31
Medical Equipment Maintenance & Rentals	12,246.37	1.15	80,412.62	0.78
Total Variable Expenses	181,027.82	17.02	2,160,569.74	20.84
Fixed Expenses				
Administrative Salaries & Wages	9,448.19	0.89	103,998.67	1.00
Admin. Employee Benefits & Taxes	2,504.74	0.24	48,145.11	0.46
Other Personnel Costs	1,391.03	0.13	10,020.36	0.10
Facility Costs	54,258.43	5.10	640,764.11	6.18
Accounting Fees	1,600.00	0.15	35,167.60	0.34
Executive Director Fee	21,541.00	2.02	111,541.01	1.08
Professional Fees	0.00	0.00	30,274.31	0.29
Minor Equipment Purchases	597.39	0.06	15,029.68	0.14
Insurance	6,829.28	0.65	50,277.40	0.48
Marketing	715.37	0.07	715.37	0.01
Telephone & Long Distance	1,347.57	0.13	16,093.44	0.16
Taxes	1,832.00	0.17	37,984.00	0.37
Miscellaneous General & Administrative	4,683.51	0.44	58,047.05	0.56
Total Fixed Expenses	105,748.49	9.94	1,157,998.01	11.17
Net Income (Loss) Before Other Income & Expense	336,426.16	31.62	2,286,530.87	22.05
Other Income & Expense				
Depreciation and Amortization	(12,721.71)	1.20	(152,680.82)	1.47
Interest Expense	(848.97)	0.08	(21,403.77)	0.21
Other Income	2,375.00	0.22	2,375.00	0.02
Interest Income	1,703.54	0.16	24,782.06	0.24
State Income Tax Expense	(1,920.00)	0.18	(20,246.00)	0.20
Settlement - Risk Management	0.00	0.00	(20,000.00)	0.19
Total Other Income & (Expense)	(11,412.14)	1.07	(187,153.23)	1.80
Net Income (Loss) from Operations	325,014.02	30.55	2,099,377.64	20.25
Net Income (Loss)	325,014.02	30.55	2,099,377.64	20.25

See Accountant's Compilation Report

ATTACHMENT 41

Bloomington-Normal Healthcare, L.L.C.
Statement of Cash Flows
For the 1 Month and 12 Months Ended December 31, 2007

	For the Month Ended December 31, 2007	For the 12 MonthsEnded December 31, 2007
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income (Loss)	$ 326,014.02	$ 2,099,377.64
Adjustments to reconcile Net Income (Loss) to net Cash provided by (used in) operating activities:		
Depreciation and Amortization	12,721.71	152,660.52
Losses (Gains) on sales of Fixed Assets	0.00	0.00
Decrease (Increase) in operating assets:		
Accounts Receivable	(97,417.25)	(104,907.60)
Inventory	(3,240.00)	(21,239.92)
Other	11,606.11	14,701.16
Increase (Decrease) in Operating Liabilities		
Accounts Payable	(30,647.49)	(243,933.13)
Accrued Liabilities	8,066.63	(749,654.22)
Total Adjustments	(98,910.29)	(952,373.10)
Net Cash Provided By (Used in) Operating Activities	226,103.73	1,147,004.54
CASH FLOWS FROM INVESTING ACTIVITIES		
Capital Expenditures	0.00	(82,902.73)
Proceeds from the sale of fixed assets	0.00	0.00
Net Cash Provided By (Used in) Investing Activities	0.00	(82,902.73)
CASH FLOWS FROM FINANCING ACTIVITIES		
Distributions to Members.	(549,999.99)	(2,076,000.09)
Members' Contributions	0.00	549,000.00
Repurchase of Units	0.00	(250,000.00)
Payment of Capital Leases	(4,071.94)	(15,363.05)
Net Cash Provided By (Used in) Financing Activities	(554,071.93)	(1,760,636.98)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(327,968.20)	(696,535.17)
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	417,913.86	786,480.83
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ 89,945.66	$ 89,945.66

See Accountant's Compilation Report

ATTACHMENT 41

Bloomington-Normal Healthcare, L.L.C.

Financial Statements

December 31, 2008

ATTACHMENT 41

Striegel Knobloch & Company L.L.C.

Certified Public Accountants

Bloomington-Normal Healthcare, L.L.C.
2100 Fort Jesse Road
Normal, IL 61761

We have compiled the accompanying balance sheet of Bloomington-Normal Healthcare, L.L.C. as of December 31, 2008, and the related statements of income, members' equity and cash flows, for the twelve months period ending December 31, 2008, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements, information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

January 15, 2009

ATTACHMENT 41

Bloomington-Normal Healthcare, L.L.C.
Balance Sheet
December 31, 2008

ASSETS

Current Assets		
Cash		176,168.49
Accounts Receivable		
Patient Accounts Receivable	1,446,444.25	
Allowance for Contractuals	(506,185.62)	
Allowance for Bad Debt	(118,078.63)	
Total Net A/R		822,180.00
Other Current Assets		
Supplies Inventory	236,765.74	
Prepaid Expenses	5,400.28	
Total Other Current Assets		242,166.02
Total Current Assets		$ 1,240,534.51
Fixed Assets		
Property, Plant & Equipment, net of depreciation	187,676.53	
Intangible Assets, net of amortization	445,268.83	
Total Fixed Assets		632,945.36
TOTAL ASSETS		$ 1,873,479.87

LIABILITIES

Current Liabilities		
Accounts Payable	3,824.46	
Estimated Due To BCBS	418,896.00	
Accrued Personnel Cost	82,139.79	
Other Accrued Expenses	94,277.72	
Current Portion Long-Term Debt	21,689.13	
Total Current Liabilities		$ 620,827.10
Long-Term Liabilities		
Long Term Debt	26,002.44	
Total Long-Term Liabilities		26,002.44
TOTAL LIABILITIES		646,829.54
MEMBER'S EQUITY		1,226,650.33
TOTAL LIABILITIES & MEMBERS' EQUITY		$ 1,873,479.87

See Accountant's Compilation Report

ATTACHMENT 41

Bloomington-Normal Healthcare, L.L.C.
Statement of Income
For the Twelve Months Period Ended December 31, 2008

	Current Period	%	Year-to-Date	%
Revenue				
Gross Revenue	$ 1,151,547.00	100.00	$ 10,359,469.66	100.00
Contractual Adjustments	(474,657.75)	(41.22)	(4,899,698.03)	(47.30)
Bad Debt Provision	(5,757.74)	(0.50)	(51,795.80)	(0.50)
Net Revenue	671,131.51	58.28	5,407,975.73	52.20
Variable Expenses				
Clinical Salaries and Wages	69,438.22	6.03	778,850.36	7.52
Clinical Employee Benefits and Taxes	19,824.32	1.72	305,670.30	2.95
Medical Supplies	23,116.72	2.01	615,522.86	5.94
Purchased Services	1,811.67	0.16	71,822.51	0.69
Purchased - Medical	12,718.51	1.10	233,460.96	2.25
Office Supplies	851.04	0.07	19,153.93	0.18
Medical Equipment Maintenance & Rentals	3,585.64	0.31	73,447.68	0.71
Miscellaneous	0.00	0.00	76.50	0.00
Total Variable Expenses	131,341.12	11.41	2,097,802.10	20.25
Fixed Expenses				
Administrative Salaries & Wages	9,926.30	0.86	108,046.84	1.04
Admin. Employee Benefits & Taxes	3,106.38	0.27	48,801.99	0.47
Other Personnel Costs	522.03	0.05	11,024.85	0.11
Facility Costs	47,214.98	4.10	635,320.68	6.13
Accounting Fees	2,000.00	0.17	42,391.10	0.41
Valuations	0.00	0.00	10,000.00	0.10
Executive Director Fee	6,000.00	0.52	72,000.00	0.70
Professional Fees	2,033.34	0.18	23,100.00	0.22
Minor Equipment Purchases	550.00	0.05	21,271.37	0.21
Insurance	6,366.96	0.55	49,285.02	0.48
Marketing	0.00	0.00	6,481.46	0.06
Telephone & Long Distance	0.00	0.00	15,760.45	0.15
Taxes	4,868.00	0.42	40,200.00	0.39
Miscellaneous General & Administrative	4,598.67	0.40	43,638.69	0.42
Total Fixed Expenses	87,186.66	7.57	1,127,322.45	10.88
Net Income (Loss) Before Other Income & Expense	452,603.73	39.30	2,182,851.18	21.07
Other Income & Expense				
Depreciation and Amortization	(12,076.54)	1.05	(144,885.15)	1.40
Interest Expense	(488.72)	0.04	(7,320.77)	0.07
Other Income	0.00	0.00	15,811.80	0.15
Interest Income	631.59	0.05	8,842.78	0.09
State Income Tax Expense	(1,536.00)	0.13	(12,570.00)	0.12
Total Other Income & (Expense)	(13,469.67)	1.17	(140,121.34)	1.35
Net Income (Loss) from Operations	439,134.06	38.13	2,042,729.84	19.72
Net Income (Loss)	439,134.06	38.13	2,042,729.84	19.72

See Accountant's Compilation Report

ATTACHMENT 41

Bloomington-Normal Healthcare, L.L.C.

Statement of Income

For the Period Ended December 31, 2008

	Current Period This Year	Current Period Last Year	%	Year-to-Date This Year	Year-to-Date Last Year	%
Revenue						
Gross Revenue	$ 1,151,547.00	$ 1,083,857.00	6.24	$10,359,469.56	$10,369,630.75	(0.10)
Contractual Adjustments	(474,657.75)	(435,335.24)	9.03	(4,899,698.03)	(4,712,652.84)	3.97
Bad Debt Provision	(5,757.74)	(5,319.29)	8.24	(51,795.80)	(51,861.29)	(0.13)
Net Revenue	671,131.51	623,202.47	7.69	5,407,975.73	5,605,116.62	(3.52)
Variable Expenses						
Clinical Salaries and Wages	69,433.22	63,261.26	9.76	778,650.36	746,250.34	4.48
Clinical Empl Benefits & Taxes	19,824.32	23,074.15	(14.08)	306,670.30	288,000.25	6.14
Medical Supplies	23,116.72	60,805.01	(61.98)	615,522.86	688,146.37	(10.55)
Purchased Services	1,811.67	9,676.54	(81.28)	71,822.51	76,141.76	(5.67)
Purchased - Medical	12,718.51	8,990.40	41.47	233,456.96	250,574.40	(6.83)
Office Supplies	851.04	2,976.09	(71.39)	19,153.93	32,064.00	(40.26)
Medical Equip Maint & Rentals	3,686.64	12,246.37	(70.72)	73,447.68	80,412.62	(8.66)
Miscellaneous	0.00	0.00	0.00	75.50	0.00	0.00
Total Variable Expenses	131,341.12	181,027.82	(27.45)	2,097,802.10	2,160,509.74	(2.91)
Fixed Expenses						
Administrative Salaries & Wages	9,926.30	9,448.19	5.06	108,046.84	103,996.67	3.89
Admin Empl Benefits & Taxes	3,108.38	2,504.74	24.02	48,801.99	48,145.11	1.36
Other Personnel Costs	522.03	1,391.03	(62.47)	11,024.85	10,020.36	10.02
Facility Costs	47,214.98	54,258.43	(12.98)	635,320.68	640,764.11	(0.85)
Accounting Fees	2,000.00	1,600.00	25.00	42,391.10	35,167.50	20.54
Valuations	0.00	0.00	0.00	10,000.00	0.00	0.00
Executive Director Fee	6,000.00	21,541.00	(72.15)	72,000.00	111,541.01	(35.45)
Professional Fees	2,033.34	0.00	0.00	23,100.00	30,274.31	(23.70)
Minor Equipment Purchases	550.00	597.39	(7.93)	21,271.37	15,029.68	41.53
Insurance	6,366.98	5,829.26	9.22	49,285.02	50,277.40	(1.97)
Marketing	0.00	715.97	(100.00)	6,481.46	715.97	806.03
Telephone & Long Distance	0.00	1,347.57	(100.00)	15,760.45	16,033.44	(1.70)
Taxes	4,868.00	1,832.00	165.72	40,200.00	37,984.00	5.83
Misc General & Administrative	4,598.67	4,683.51	(1.81)	43,638.69	58,047.05	(24.82)
Total Fixed Expenses	87,186.68	105,748.49	(17.55)	1,127,322.45	1,157,998.01	(2.65)
Net Income (Loss) Before Other Income & Expense	452,603.73	336,426.16	34.53	2,182,851.18	2,286,530.87	(4.53)
Other Income & Expense						
Depreciation and Amortization	(12,076.64)	(12,721.71)	(5.07)	(144,886.15)	(152,860.52)	(5.09)
Interest Expense	(488.72)	(848.97)	(42.43)	(7,320.77)	(21,403.77)	(65.80)
Other Income	0.00	2,376.00	0.00	15,811.80	2,376.00	84.98
Interest Income	631.59	1,703.54	(62.92)	8,842.78	24,782.06	(64.32)
State Income Tax Expense	(1,536.00)	(1,920.00)	(25.00)	(12,570.00)	(20,246.00)	(61.07)
Settlement - Risk Management	0.00	0.00	0.00	0.00	(20,000.00)	0.00
Total Other Income & (Expense)	(13,469.67)	(11,412.14)	18.03	(140,121.34)	(187,153.23)	(25.13)
Net Income (Loss) from Operations	439,134.06	325,014.02	35.11	2,042,729.84	2,099,377.64	(2.70)
Net Income (Loss)	439,134.06	325,014.02	35.11	2,042,729.84	2,099,377.64	(2.70)

See Accountant's Compilation Report

Bloomington-Normal Healthcare, L.L.C.
Statement of Income
For the 1 Month Period Ended December 31, 2008

	Current Period Actual	Current Period Budget	Variance
Revenue			
Gross Revenue	$ 1,151,547.00	$ 898,701.25	$ 252,845.75
Contractual Adjustments	(474,657.75)	(408,429.83)	(66,227.92)
Bad Debt Provision	(5,757.74)	(4,429.87)	(1,327.87)
Net Revenue	671,131.51	485,841.55	185,289.96
Variable Expenses			
Clinical Salaries and Wages	69,433.22	63,967.33	5,465.89
Clinical Employee Benefits and Taxes	19,824.32	24,480.00	(4,655.68)
Medical Supplies	23,116.72	60,212.75	(37,096.03)
Purchased Services	1,811.67	6,535.42	(4,723.75)
Purchased - Medical	12,718.51	20,382.58	(7,664.07)
Office Supplies	851.04	2,672.00	(1,820.96)
Medical Equipment Maintenance & Rentals	3,585.64	6,902.00	(3,316.36)
Total Variable Expenses	131,341.12	185,152.08	(53,810.96)
Fixed Expenses			
Administrative Salaries & Wages	9,926.30	8,666.33	1,259.97
Admin. Employee Benefits & Taxes	3,106.38	4,012.12	(905.74)
Other Personnel Costs	522.03	766.74	(244.71)
Facility Costs	47,214.98	54,998.92	(7,783.94)
Accounting Fees	2,000.00	2,930.62	(930.62)
Executive Director Fee	6,000.00	9,295.08	(3,295.08)
Other Professional Fees	2,033.34	2,522.83	(489.49)
Minor Equipment Purchases	550.00	1,252.42	(702.42)
Insurance	6,366.96	4,189.75	2,177.21
Telephone & Long Distance	0.00	1,336.08	(1,336.08)
Taxes	4,868.00	3,291.83	1,576.17
Miscellaneous General & Administrative	4,598.67	5,030.75	(432.08)
Total Fixed Expenses	87,186.66	98,293.47	(11,106.81)
Net Income (Loss) Before Other Income & Expense	452,603.73	202,396.00	250,207.73
Other Income & Expense			
Depreciation and Amortization	(12,076.54)	(12,721.66)	(645.12)
Interest Expense	(488.72)	(1,753.58)	(1,264.86)
Other Income	0.00	1,666.66	(1,666.66)
Interest Income	631.59	2,065.18	(1,433.59)
State Income Tax Expense	(1,536.00)	(1,754.66)	(218.66)
Total Other Income & (Expense)	(13,469.67)	(12,498.06)	971.61
Net Income (Loss) from Operations	439,134.06	189,897.94	249,236.12
Net Income (Loss)	439,134.06	189,897.94	249,236.12

See Accountant's Compilation Report

Bloomington-Normal Healthcare, L.L.C.
Statement of Income
For the Twelve Months Period Ended December 31, 2008

	Year To Date Actual	Year To Date Budget	Variance
Revenue			
Gross Revenue	$ 10,359,469.56	$ 10,784,415.00	(424,945.44)
Contractual Adjustments and Bad Debts	(4,899,698.03)	(4,901,157.96)	1,459.93
Bad Debt Provision	(51,795.80)	(53,158.00)	1,362.20
Net Revenue	5,407,975.73	5,830,099.04	(422,123.31)
Variable Expenses			
Clinical Salaries and Wages	778,650.36	767,607.96	11,042.40
Clinical Employee Benefits and Taxes	305,670.30	293,760.00	11,910.30
Medical Supplies	615,522.86	722,553.00	(107,030.14)
Purchased Services	71,822.51	78,425.04	(6,602.53)
Purchased - Medical	233,458.96	244,590.96	(11,132.00)
Office Supplies	19,153.93	32,064.00	(12,910.07)
Medical Equipment Maintenance & Rentals	73,447.68	82,824.00	(9,376.32)
Miscellaneous	75.50	0.00	75.50
Total Variable Expenses	2,097,802.10	2,221,824.96	(124,022.86)
Fixed Expenses			
Administrative Salaries & Wages	108,046.84	103,995.96	4,050.88
Admin. Employee Benefits & Taxes	48,801.99	48,145.00	656.99
Other Personnel Costs	11,024.85	9,200.00	1,824.85
Facility Costs	635,320.68	659,987.04	(24,666.36)
Accounting Fees	42,391.10	35,167.00	7,224.10
Valuations	10,000.00	0.00	10,000.00
Executive Director Fee	72,000.00	111,540.96	(39,540.96)
Other Professional Fees	23,100.00	30,273.96	(7,173.96)
Minor Equipment Purchases	21,271.37	15,029.04	6,242.33
Insurance	49,285.02	50,277.00	(991.98)
Marketing	6,481.46	0.00	6,481.46
Telephone & Long Distance	15,760.45	16,032.96	(272.51)
Taxes	40,200.00	39,501.96	698.04
Miscellaneous General & Administrative	43,638.69	60,369.00	(16,730.31)
Total Fixed Expenses	1,127,322.45	1,179,519.88	(52,197.43)
Net Income (Loss) Before Other Income & Expense	2,182,851.18	2,428,754.20	(245,903.02)
Other Income & Expense			
Depreciation and Amortization	(144,885.15)	(152,659.92)	(7,774.77)
Interest Expense	(7,320.77)	(21,102.96)	(13,782.19)
Other Income	15,811.80	19,999.92	(4,188.12)
Interest Income	8,842.78	24,782.06	(15,939.28)
State Income Tax Expense	(12,570.00)	(21,055.92)	(8,485.92)
Total Other Income & (Expense)	(140,121.34)	(150,036.82)	(9,915.48)
Net Income (Loss) from Operations	2,042,729.84	2,278,717.38	(235,987.54)
Net Income (Loss)	2,042,729.84	2,278,717.38	(235,987.54)

See Accountant's Compilation Report

Bloomington-Normal Healthcare, L.L.C.
Statement of Cash Flows
For the 1 Month and 12 Months Ended December 31, 2008

	For the Month Ended December 31, 2008	For the 12 MonthsEnded December 31, 2008
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income (Loss)	$ 439,134.06	$ 2,042,729.84
Adjustments to reconcile Net Income (Loss) to net Cash provided by (used In) operating activities:		
Depreciation and Amortization	12,076.64	144,685.15
Losses (Gains) on sales of Fixed Assets	0.00	0.00
Decrease (Increase) in operating assets:		
Accounts Receivable	(180,398.08)	(122,895.08)
Inventory	2,305.40	(10,335.80)
Other	12,802.77	9,727.08
Increase (Decrease) in Operating Liabilities		
Accounts Payable	70,667.75	129,978.93
Accrued Liabilities	574.23	(59,480.79)
Total Adjustments	(81,972.19)	91,271.49
Net Cash Provided By (Used In) Operating Activities	357,161.87	2,134,001.33
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from the sale of fixed assets	0.00	0.00
Net Cash Provided By (Used In) Investing Activities	0.00	0.00
CASH FLOWS FROM FINANCING ACTIVITIES		
Distributions to Members	(699,999.96)	(2,025,000.01)
Members' Contributions	0.00	167,400.00
Repurchase of Units	0.00	(166,504.26)
Payment of Capital Leases	(1,694.38)	(24,674.23)
Net Cash Provided By (Used In) Financing Activities	(701,694.34)	(2,047,778.50)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(344,532.47)	86,222.83
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	520,700.96	89,945.66
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ 176,168.49	$ 176,168.49

See Accountant's Compilation Report

Bloomington-Normal Healthcare, L.L.C.
Statement of Members' Equity
December 31, 2008

Members' Equity January 1, 2008	1,207,024.76
Members' Contributions	187,400.00
Members' Distributions	(2,025,000.01)
Repurchase of Units	(185,504.26)
Net Earnings (Loss)	2,042,729.84
Member's Equity	1,226,650.33

See Accountant's Compilation Report

Bloomington-Normal Healthcare, L.L.C.
Statement of Expenses
For the Twelve Months Period Ended December 31, 2008

	Current Period	%	Year-to-Date	%
Variable Expenses				
Clinical Salaries and Wages	69,433.22	29.85	778,650.36	22.97
Clinical Employee Benefits and Taxes	19,824.32	8.52	305,870.30	9.02
Medical Supplies	23,116.72	9.94	615,522.86	18.16
Purchased Services	1,811.67	0.78	71,822.51	2.12
Purchased Medical	12,718.51	5.47	233,458.96	6.89
Office Supplies	851.04	0.37	19,153.93	0.57
Medical Equipment Maintenance & Rental	3,585.64	1.54	73,447.68	2.17
Miscellaneous	0.00	0.00	75.50	0.00
Total Variable Expenses	131,341.12	56.46	2,097,802.10	61.88
Fixed Expenses				
Administrative Salaries & Wages	9,926.30	4.27	108,046.84	3.19
Admin. Employee Benefits & Taxes	3,106.38	1.34	48,801.99	1.44
Other Personnel Costs	522.03	0.22	11,024.85	0.33
Facility Costs	47,214.98	20.30	635,320.68	18.74
Accounting Fees	2,000.00	0.86	42,391.10	1.25
Valuations	0.00	0.00	10,000.00	0.29
Executive Director Fee	6,000.00	2.58	72,000.00	2.12
Professional Fees	2,033.34	0.87	23,100.00	0.68
Minor Equipment Purchases	550.00	0.24	21,271.37	0.63
Insurance	6,366.98	2.74	49,285.02	1.45
Marketing	0.00	0.00	6,481.46	0.19
Telephone & Long Distance	0.00	0.00	15,760.45	0.46
Taxes	4,868.00	2.09	40,200.00	1.19
Miscellaneous General & Administrative	4,598.67	1.98	43,638.69	1.29
Total Fixed Expenses	87,186.68	37.48	1,127,322.45	33.26
Other Expenses				
Depreciation and Amortization	12,076.54	5.19	144,885.15	4.27
Interest Expense	488.72	0.21	7,320.77	0.22
State Income Tax Expense	1,536.00	0.66	12,570.00	0.37
Total Other Expenses	14,101.26	6.06	164,775.92	4.86
Total Expenses	232,629.04	100.00	3,389,900.47	100.00

See Accountant's Compilation Report

ATTACHMENT 41

Bloomington -Normal Healthcare, L.L.C.

Financial Statements

December 31, 2009

Striegel Knobloch & Company L.L.C.

Certified Public Accountants

Bloomington -Normal Healthcare, L.L.C.
2100 Fort Jesse Road
Normal, IL 61761

We have compiled the accompanying balance sheet of Bloomington -Normal Healthcare, L.L.C. as of December 31, 2009, and the related statements of income, members' equity and cash flows, for the twelve months period ending December 31, 2009, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements, information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

January 16, 2010

ATTACHMENT 41

Bloomington-Normal Healthcare, L.L.C.
Balance Sheet
December 31, 2009

ASSETS

Current Assets		
Cash		131,567.77
Accounts Receivable		
Patient Accounts Receivable	1,370,333.45	
Allowance for Contractuals	(366,713.89)	
Allowance for Bad Debt	(196,728.85)	
Total Net A/R		806,890.71
Other Current Assets		
Supplies Inventory	249,502.58	
Prepaid Expenses	7,875.00	
Total Other Current Assets		257,377.58
Total Current Assets		$ 1,195,836.06
Fixed Assets		
Property, Plant & Equipment, net of depreciation	140,788.69	
Intangible Assets, net of amortization	435,449.47	
Total Fixed Assets		576,238.16
TOTAL ASSETS		$ 1,772,074.22

LIABILITIES

Current Liabilities		
Accounts Payable	322,254.41	
Estimated Due To BCBS	220,191.00	
Accrued Personnel Cost	88,820.43	
Other Accrued Expenses	71,643.80	
Current Portion Long-Term Debt	24,409.60	
Total Current Liabilities		$ 727,319.24
Long-Term Liabilities		
Long Term Debt	1,592.84	
Total Long-Term Liabilities		1,592.84
TOTAL LIABILITIES		728,912.08
MEMBER'S EQUITY		1,043,162.14
TOTAL LIABILITIES & MEMBERS' EQUITY		$ 1,772,074.22

See Accountant's Compilation Report

ATTACHMENT 41

Bloomington-Normal Healthcare, L.L.C.
Statement of Income
For the Twelve Months Period Ended December 31, 2009

	Current Period	%	Year-to-Date	%
Revenue				
Gross Revenue	$ 1,275,887.31	100.00	$ 9,676,259.84	100.00
Contractual Adjustments	(582,237.37)	(45.63)	(4,784,957.08)	(49.45)
Bad Debt Provision	(4,671.97)	(0.37)	(46,653.86)	(0.48)
Net Revenue	688,977.97	54.00	4,844,648.90	50.07
Variable Expenses				
Clinical Salaries and Wages	81,786.23	6.41	789,506.31	8.16
Clinical Employee Benefits and Taxes	30,668.79	2.40	346,727.33	3.60
Medical Supplies	102,899.50	8.06	738,836.49	7.64
Purchased Services	9,396.46	0.74	80,703.69	0.83
Purchased - Medical	28,118.40	2.20	214,484.88	2.22
Office Supplies	2,375.87	0.19	23,467.28	0.24
Medical Equipment Maintenance & Rentals	10,260.99	0.80	72,553.54	0.75
Miscellaneous	793.53	0.06	3,369.87	0.03
Total Variable Expenses	266,155.77	20.86	2,271,639.59	23.48
Fixed Expenses				
Administrative Salaries & Wages	10,878.77	0.85	110,735.04	1.14
Admin. Employee Benefits & Taxes	4,211.92	0.33	57,073.02	0.59
Other Personnel Costs	1,039.69	0.08	10,915.79	0.11
Facility Costs	55,803.55	4.37	688,062.30	7.11
Legal Fees	0.00	0.00	18,601.80	0.19
Accounting Fees	64.45	0.01	40,604.23	0.42
Valuations	0.00	0.00	4,200.00	0.04
Executive Director Fee	5,400.00	0.42	68,400.00	0.71
Professional Fees	1,089.98	0.09	21,300.00	0.22
Minor Equipment Purchases	2,664.42	0.21	15,490.75	0.16
Insurance	4,135.16	0.32	46,556.96	0.48
Marketing	182.04	0.01	749.09	0.01
Telephone & Long Distance	1,720.46	0.13	16,163.40	0.19
Taxes	4,404.20	0.35	50,907.20	0.53
Miscellaneous General & Administrative	6,955.74	0.55	59,643.33	0.62
Total Fixed Expenses	98,560.38	7.72	1,211,392.91	12.52
Net Income (Loss) Before Other Income & Expense	324,261.82	25.41	1,361,616.40	14.07
Other Income & Expense				
Depreciation and Amortization	(4,725.60)	0.37	(56,707.20)	0.59
Interest Expense	(276.19)	0.02	(4,506.07)	0.05
Other Income	1,700.00	0.13	18,796.23	0.19
Interest Income	661.24	0.05	6,175.46	0.06
State Income Tax Expense	(1,762.00)	0.14	(23,861.00)	0.25
Total Other Income & (Expense)	(4,382.55)	0.34	(60,102.58)	0.62
Net Income (Loss) from Operations	319,879.27	25.07	1,301,513.82	13.45
Net Income (Loss)	319,879.27	25.07	1,301,513.82	13.45

See Accountant's Compilation Report

Bloomington-Normal Healthcare, L.L.C.
Statement of Income
For the Period Ended December 31, 2009

	Current Period This Year	Current Period Last Year	%	Year-to-Date This Year	Year-to-Date Last Year	%
Revenue						
Gross Revenue	$ 1,275,887.31	$ 1,151,547.00	10.80	$ 9,676,259.84	$10,359,469.56	(6.60)
Contractual Adjustments	(582,237.37)	(474,657.76)	22.66	(4,784,957.08)	(4,899,698.03)	(2.34)
Bad Debt Provision	(4,671.97)	(5,767.74)	(18.86)	(46,653.86)	(51,795.80)	(9.93)
Net Revenue	688,977.97	671,131.51	2.66	4,844,648.90	5,407,975.73	(10.42)
Variable Expenses						
Clinical Salaries and Wages	81,786.23	69,433.22	17.79	789,506.31	778,650.38	1.39
Clinical Empl Benefits & Taxes	30,586.79	19,824.32	54.29	348,727.33	305,670.30	14.09
Medical Supplies	102,899.50	23,116.72	345.13	738,836.49	615,622.86	20.03
Purchased Services	9,396.46	1,811.67	418.66	80,703.89	71,822.51	12.37
Purchased - Medical	28,116.40	12,718.51	121.07	214,484.88	233,458.96	(8.13)
Office Supplies	2,376.87	851.04	179.17	23,457.28	19,153.93	22.47
Medical Equip Maint & Rentals	10,260.99	3,585.64	186.17	72,553.54	73,447.68	(1.22)
Miscellaneous	733.53	0.00	0.00	3,369.87	75.50	4,363.40
Total Variable Expenses	266,155.77	131,341.12	102.64	2,271,639.59	2,097,802.10	8.29
Fixed Expenses						
Administrative Salaries & Wages	10,879.77	9,926.30	9.60	110,735.04	108,046.84	2.49
Admin Empl Benefits & Taxes	4,211.92	3,108.38	35.59	57,073.02	48,801.99	16.95
Other Personnel Costs	1,039.69	522.03	99.16	10,915.79	11,024.85	(0.99)
Facility Costs	55,803.55	47,214.98	18.19	688,082.30	635,320.68	8.30
Legal Fees	0.00	0.00	0.00	18,601.80	0.00	0.00
Accounting Fees	64.45	2,000.00	(96.78)	40,604.23	42,391.10	(4.22)
Valuations	0.00	0.00	0.00	4,200.00	10,000.00	(58.00)
Executive Director Fee	5,400.00	6,000.00	(10.00)	68,400.00	72,000.00	(5.00)
Professional Fees	1,099.98	2,033.34	(45.90)	21,300.00	23,100.00	(7.70)
Minor Equipment Purchases	2,664.42	550.00	384.44	15,490.75	21,271.37	(27.18)
Insurance	4,135.16	6,366.96	(35.05)	46,556.96	49,285.02	(5.54)
Marketing	182.04	0.00	0.00	749.09	6,481.46	(88.44)
Telephone & Long Distance	1,720.46	0.00	0.00	18,163.40	15,760.45	15.18
Taxes	4,404.20	4,868.00	(9.53)	50,907.20	40,200.00	26.63
Misc General & Administrative	6,955.74	4,598.67	51.26	59,643.33	43,638.69	36.68
Total Fixed Expenses	98,560.38	87,188.68	13.05	1,211,392.91	1,127,322.45	7.46
Net Income (Loss) Before Other Income & Expense	324,261.82	452,603.73	(28.36)	1,361,616.40	2,182,851.18	(37.62)
Other Income & Expense						
Depreciation and Amortization	(4,725.60)	(12,076.54)	(60.87)	(56,707.20)	(144,885.15)	(60.86)
Interest Expense	(276.19)	(488.72)	(43.49)	(4,508.07)	(7,320.77)	(38.42)
Other Income	1,700.00	0.00	100.00	18,798.23	15,811.80	15.89
Interest Income	681.24	631.59	7.86	6,175.46	8,842.78	(30.16)
State Income Tax Expense	(1,762.00)	(1,536.00)	12.63	(23,861.00)	(12,570.00)	47.32
Total Other Income & (Expense)	(4,382.55)	(13,469.67)	(67.46)	(60,102.58)	(140,121.34)	(57.11)
Net Income (Loss) from Operations	319,879.27	439,134.06	(27.16)	1,301,513.82	2,042,729.84	(36.29)
Net Income (Loss)	319,879.27	439,134.06	(27.16)	1,301,513.82	2,042,729.84	(36.29)

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ATTACHMENT 41

Bloomington-Normal Healthcare, L.L.C.
Statement of Income
For the 1 Month Period Ended December 31, 2009

	Current Period Actual	Current Period Budget	Variance
Revenue			
Gross Revenue	$ 1,270,887.31	$ 1,151,547.00	$ 124,340.31
Contractual Adjustments	(582,237.37)	(474,657.75)	(107,579.62)
Bad Debt Provision	(4,671.97)	(5,757.74)	1,085.77
Net Revenue	688,977.97	671,131.51	17,846.46
Variable Expenses			
Clinical Salaries and Wages	81,786.23	57,433.22	24,353.01
Clinical Employee Benefits and Taxes	30,586.79	19,824.32	10,762.47
Medical Supplies	102,899.50	23,116.72	79,782.78
Purchased Services	9,396.46	1,811.67	7,584.79
Purchased - Medical	28,116.40	12,718.51	15,397.89
Office Supplies	2,375.87	851.04	1,524.83
Medical Equipment Maintenance & Rentals	10,260.99	3,585.64	6,675.35
Miscellaneous	733.53	0.00	733.53
Total Variable Expenses	266,155.77	119,341.12	146,814.65
Fixed Expenses			
Administrative Salaries & Wages	10,878.77	9,926.30	952.47
Admin. Employee Benefits & Taxes	4,211.92	3,384.10	827.82
Other Personnel Costs	1,039.69	522.03	517.66
Facility Costs	55,803.55	47,214.98	8,588.57
Accounting Fees	64.45	2,000.00	(1,935.55)
Executive Director Fee	5,400.00	6,000.00	(600.00)
Other Professional Fees	1,099.98	2,033.34	(933.36)
Minor Equipment Purchases	2,664.42	550.00	2,114.42
Insurance	4,135.16	6,366.96	(2,231.80)
Marketing	182.04	0.00	182.04
Telephone & Long Distance	1,720.46	0.00	1,720.46
Taxes	4,404.20	4,868.00	(463.80)
Miscellaneous General & Administrative	6,955.74	4,598.67	2,357.07
Total Fixed Expenses	98,560.38	87,464.38	11,096.00
Net Income (Loss) Before Other Income & Expense	324,261.82	464,326.01	(140,064.19)
Other Income & Expense			
Depreciation and Amortization	(4,725.60)	(4,725.67)	0.03
Interest Expense	(276.19)	(488.72)	(212.53)
Other Income	1,700.00	0.00	1,700.00
Interest Income	681.24	631.59	49.65
State Income Tax Expense	(1,762.00)	(1,536.00)	226.00
Total Other Income & (Expense)	(4,382.55)	(6,118.70)	(1,736.15)
Net Income (Loss) from Operations	319,879.27	458,207.31	(138,328.04)
Net Income (Loss)	319,879.27	458,207.31	(138,328.04)

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Bloomington-Normal Healthcare, L.L.C.
Statement of Income
For the Twelve Months Period Ended December 31, 2009

	Year To Date Actual	Year To Date Budget	Variance
Revenue			
Gross Revenue	$ 9,676,259.84	$ 10,359,569.50	(683,309.66)
Contractual Adjustments and Bad Debts	(4,784,957.08)	(4,897,698.03)	112,740.95
Bad Debt Provision	(46,653.86)	(51,795.80)	5,141.94
Net Revenue	4,844,648.90	5,410,075.67	(565,426.77)
Variable Expenses			
Clinical Salaries and Wages	789,506.31	766,650.36	22,855.95
Clinical Employee Benefits and Taxes	348,727.33	305,670.30	43,057.03
Medical Supplies	738,836.49	615,472.77	123,363.72
Purchased Services	80,703.89	71,822.51	8,881.38
Purchased - Medical	214,484.88	233,458.95	(18,974.07)
Office Supplies	23,457.28	19,153.93	4,303.35
Medical Equipment Maintenance & Rentals	72,553.54	73,447.68	(894.14)
Miscellaneous	3,369.87	75.50	3,294.37
Total Variable Expenses	2,271,639.59	2,085,752.00	185,887.59
Fixed Expenses			
Administrative Salaries & Wages	110,735.04	108,046.84	2,688.20
Admin. Employee Benefits & Taxes	57,073.02	48,801.92	8,271.10
Other Personnel Costs	10,915.79	11,024.85	(109.06)
Facility Costs	688,062.30	637,635.68	50,426.62
Legal Fees	18,601.80	0.00	18,601.80
Accounting Fees	40,604.23	42,391.10	(1,786.87)
Valuations	4,200.00	10,000.00	(5,800.00)
Executive Director Fee	68,400.00	72,000.00	(3,600.00)
Other Professional Fees	21,300.00	23,100.00	(1,800.00)
Minor Equipment Purchases	15,490.75	21,346.37	(5,855.62)
Insurance	46,556.96	49,109.86	(2,552.90)
Marketing	749.09	6,481.46	(5,732.37)
Telephone & Long Distance	18,153.40	15,760.45	2,392.95
Taxes	50,907.20	40,200.00	10,707.20
Miscellaneous General & Administrative	59,643.33	43,638.69	16,004.64
Total Fixed Expenses	1,211,392.91	1,129,537.22	81,855.69
Net Income (Loss) Before Other Income & Expense	1,361,616.40	2,194,786.45	(833,170.05)
Other Income & Expense			
Depreciation and Amortization	(56,707.20)	(56,707.17)	0.03
Interest Expense	(4,508.07)	(7,320.77)	(2,812.70)
Other Income	18,798.23	15,811.80	2,986.43
Interest Income	6,175.46	8,842.78	(2,667.32)
State Income Tax Expense	(23,861.00)	(12,570.00)	11,291.00
Total Other Income & (Expense)	(60,102.58)	(51,943.36)	8,159.22
Net Income (Loss) from Operations	1,301,513.82	2,142,843.09	(841,329.27)
Net Income (Loss)	1,301,513.82	2,142,843.09	(841,329.27)

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Bloomington-Normal Healthcare, L.L.C.
Statement of Cash Flows
For the 1 Month and 12 Months Ended December 31, 2009

	For the Month Ended December 31, 2009	For the 12 MonthsEnded December 31, 2009
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income (Loss)	$ 319,879.27	$ 1,301,513.82
Adjustments to reconcile Net Income (Loss) to net Cash provided by (used in) operating activities:		
Depreciation and Amortization	4,725.60	56,707.20
Losses (Gains) on sales of Fixed Assets	0.00	0.00
Decrease (Increase) in operating assets:		
Accounts Receivable	(154,632.04)	15,289.29
Inventory	(11,157.74)	(12,716.84)
Other	6,886.13	(2,474.72)
Increase (Decrease) in Operating Liabilities		
Accounts Payable	41,952.80	119,724.95
Accrued Liabilities	(22,572.39)	(15,953.28)
Total Adjustments	(134,797.64)	160,576.60
Net Cash Provided By (Used In) Operating Activities	185,081.63	1,462,090.42
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from the sale of fixed assets	0.00	0.00
Net Cash Provided By (Used In) Investing Activities	0.00	0.00
CASH FLOWS FROM FINANCING ACTIVITIES		
Distributions to Members	(425,000.03)	(1,485,002.01)
Payment of Capital Leases	(1,906.91)	(21,689.13)
Net Cash Provided By (Used In) Financing Activities	(426,906.94)	(1,506,691.14)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(241,825.31)	(44,600.72)
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	373,393.08	176,168.49
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ 131,567.77	$ 131,567.77

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Bloomington-Normal Healthcare, L.L.C.
Statement of Members' Equity
December 31, 2009

Members' Equity January 1, 2009	1,226,650.33
Members' Distributions	(1,485,002.01)
Net Earnings (Loss)	1,301,513.82
Member's Equity	1,043,162.14

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Bloomington-Normal Healthcare, L.L.C.
Statement of Expenses
For the Twelve Months Period Ended December 31, 2009

	Current Period	%	Year-to-Date	%
Variable Expenses				
Clinical Salaries and Wages	81,786.23	22.02	789,506.31	22.13
Clinical Employee Benefits and Taxes	30,586.79	8.23	348,727.33	9.77
Medical Supplies	102,899.50	27.70	738,836.49	20.71
Purchased Services	9,396.46	2.53	80,703.89	2.26
Purchased Medical	28,116.40	7.57	214,484.88	6.01
Office Supplies	2,375.87	0.64	23,457.28	0.66
Medical Equipment Maintenance & Rental	10,260.99	2.76	72,553.54	2.03
Miscellaneous	733.53	0.20	3,369.87	0.09
Total Variable Expenses	266,155.77	71.65	2,271,639.59	63.67
Fixed Expenses				
Administrative Salaries & Wages	10,878.77	2.93	110,735.04	3.10
Admin. Employee Benefits & Taxes	4,211.92	1.13	57,073.02	1.60
Other Personnel Costs	1,039.69	0.28	10,915.79	0.31
Facility Costs	55,803.55	15.02	688,062.30	19.28
Legal Fees	0.00	0.00	18,601.60	0.52
Accounting Fees	64.46	0.02	40,604.23	1.14
Valuations	0.00	0.00	4,200.00	0.12
Executive Director Fee	5,400.00	1.45	68,400.00	1.92
Professional Fees	1,099.98	0.30	21,300.00	0.60
Minor Equipment Purchases	2,664.42	0.72	15,490.75	0.43
Insurance	4,135.16	1.11	46,556.96	1.30
Marketing	182.04	0.05	749.09	0.02
Telephone & Long Distance	1,720.46	0.46	18,163.40	0.51
Taxes	4,404.20	1.19	50,907.20	1.43
Miscellaneous General & Administrative	6,955.74	1.87	59,643.33	1.67
Total Fixed Expenses	98,560.38	26.53	1,211,392.91	33.95
Other Expenses				
Depreciation and Amortization	4,725.60	1.27	56,707.20	1.59
Interest Expense	276.19	0.07	4,508.07	0.13
State Income Tax Expense	1,762.00	0.47	23,861.00	0.67
Total Other Expenses	6,763.79	1.82	85,076.27	2.38
Total Expenses	371,479.94	100.00	3,568,108.77	100.00

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Bloomington-Normal Healthcare, L.L.C.

Financial Statements

February 28, 2010

Striegel Knobloch & Company L.L.C.

Certified Public Accountants

Bloomington-Normal Healthcare, L.L.C.
2100 Fort Jesse Road
Normal, IL 61761

We have compiled the accompanying balance sheet of Bloomington-Normal Healthcare, L.L.C. as of February 28, 2010, and the related statements of income, members' equity and cash flows, for the two months period ending February 28, 2010, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements, information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

March 25, 2010

Bloomington-Normal Healthcare, L.L.C.
Balance Sheet
February 28, 2010

ASSETS

Current Assets		
Cash		496,451.19
Accounts Receivable		
Patient Accounts Receivable	1,228,249.94	
Allowance for Contractuals	(323,303.80)	
Allowance for Bad Debt	(195,785.98)	
Total Net A/R		709,160.16
Other Current Assets		
Supplies Inventory	240,351.67	
Prepaid Expenses	16,576.32	
Total Other Current Assets		256,927.99
Total Current Assets		$ 1,462,539.34
Fixed Assets		
Property, Plant & Equipment, net of depreciation	133,269.55	
Intangible Assets, net of amortization	433,812.91	
Total Fixed Assets		567,082.46
TOTAL ASSETS		$ 2,029,621.80

LIABILITIES

Current Liabilities		
Accounts Payable	127,913.22	
Estimated Due To BCBS	406,395.00	
Accrued Personnel Cost	117,214.86	
Other Accrued Expenses	81,302.50	
Current Portion Long-Term Debt	22,131.82	
Total Current Liabilities		$ 754,957.40
Long-Term Liabilities		
TOTAL LIABILITIES		754,957.40
MEMBER'S EQUITY		1,274,664.40
TOTAL LIABILITIES & MEMBERS' EQUITY		$ 2,029,621.80

See Accountant's Compilation Report

Bloomington-Normal Healthcare, L.L.C.

Statement of Income

For the Two Months Period Ended February 28, 2010

	Current Period	%	Year-to-Date	%
Revenue				
Gross Revenue	$ 874,826.60	100.00	$ 1,681,386.61	100.00
Contractual Adjustments	(454,639.21)	(51.97)	(832,060.39)	(49.49)
Bad Debt Provision	(4,374.13)	(0.50)	(8,406.93)	(0.50)
Net Revenue	415,813.16	47.53	840,919.19	50.01
Variable Expenses				
Clinical Salaries and Wages	68,886.57	7.87	138,175.61	8.22
Clinical Employee Benefits and Taxes	30,746.03	3.51	61,764.70	3.67
Medical Supplies	64,053.20	7.32	126,645.92	7.53
Purchased Services	7,013.48	0.80	14,801.98	0.88
Purchased - Medical	13,065.00	1.49	36,904.85	2.19
Office Supplies	1,825.61	0.21	1,966.72	0.12
Medical Equipment Maintenance & Rentals	6,270.10	0.72	13,431.07	0.80
Miscellaneous	343.11	0.04	781.99	0.05
Total Variable Expenses	192,203.10	21.97	394,472.94	23.46
Fixed Expenses				
Administrative Salaries & Wages	9,566.11	1.09	18,816.66	1.12
Admin. Employee Benefits & Taxes	5,563.18	0.64	11,115.96	0.66
Other Personnel Costs	536.57	0.06	1,076.14	0.06
Facility Costs	59,168.20	6.76	117,892.63	7.01
Legal Fees	6,000.00	0.69	9,031.50	0.54
Accounting Fees	2,500.00	0.29	7,500.00	0.45
Executive Director Fee	6,000.00	0.69	11,400.00	0.68
Professional Fees	1,950.00	0.22	5,400.00	0.32
Minor Equipment Purchases	3,977.05	0.45	7,272.61	0.43
Insurance	2,896.94	0.33	5,793.68	0.34
Telephone & Long Distance	48.54	0.01	1,403.72	0.08
Taxes	4,079.50	0.47	8,159.00	0.49
Miscellaneous General & Administrative	5,219.08	0.60	7,456.29	0.44
Total Fixed Expenses	107,605.17	12.29	212,318.69	12.63
Net Income (Loss) Before Other Income & Expense	116,104.89	13.27	234,127.66	13.92
Other Income & Expense				
Depreciation and Amortization	(4,577.85)	0.52	(9,156.70)	0.54
Interest Expense	(238.26)	0.03	(495.58)	0.03
Other Income	800.00	0.09	2,500.00	0.15
Interest Income	271.53	0.03	773.88	0.05
State Income Tax Expense	(1,762.00)	0.20	3,752.00	(0.22)
Total Other Income & (Expense)	(5,506.58)	0.63	(2,625.40)	0.16
Net Income (Loss) from Operations	110,598.31	12.64	231,502.26	13.77
Net Income (Loss)	110,598.31	12.64	231,502.26	13.77

See Accountant's Compilation Report

Bloomington-Normal Healthcare, L.L.C.
Statement of Income
For the Period Ended February 28, 2010

	Current Period This Year	Current Period Last Year	%	Year-to-Date This Year	Year-to-Date Last Year	%
Revenue						
Gross Revenue	$ 874,026.60	$ 771,769.00	13.35	$ 1,681,386.51	$ 1,434,992.00	17.17
Contractual Adjustments	(454,639.21)	(370,291.40)	22.78	(832,060.39)	(798,612.21)	4.19
Bad Debt Provision	(4,374.13)	(3,858.85)	13.35	(8,406.93)	(7,174.97)	17.17
Net Revenue	415,813.16	397,618.75	4.58	840,919.19	629,204.82	33.65
Variable Expenses						
Clinical Salaries and Wages	68,888.57	66,344.64	3.83	138,175.61	125,225.24	10.34
Clinical Empl Benefits & Taxes	30,746.03	27,022.42	13.78	61,764.70	60,784.92	1.60
Medical Supplies	64,053.20	49,566.29	29.23	126,646.92	158,142.95	(19.89)
Purchased Services	7,013.48	6,753.94	3.84	14,801.98	17,503.42	(15.82)
Purchased - Medical	13,066.00	13,690.00	(4.57)	36,904.95	40,189.20	(8.19)
Office Supplies	1,825.61	2,185.76	(16.48)	1,966.72	4,756.01	(58.65)
Medical Equip Maint & Rentals	6,270.10	3,832.04	63.62	13,431.07	15,310.60	(12.28)
Miscellaneous	343.11	32.25	963.91	781.99	32.25	2,324.78
Total Variable Expenses	192,203.10	169,427.34	13.44	394,472.94	420,044.59	(6.09)
Fixed Expenses						
Administrative Salaries & Wages	9,568.11	9,425.41	1.49	18,816.88	18,825.44	(0.05)
Admin Empl Benefits & Taxes	5,563.18	4,230.91	31.49	11,115.98	9,070.34	22.55
Other Personnel Costs	536.57	1,341.07	(59.99)	1,076.14	2,684.12	(59.91)
Facility Costs	59,168.20	51,105.00	15.78	117,892.83	131,131.28	(10.10)
Legal Fees	6,000.00	0.00	0.00	9,031.60	0.00	0.00
Accounting Fees	2,500.00	2,000.00	25.00	7,500.00	4,000.10	87.50
Valuations	0.00	4,200.00	(100.00)	0.00	4,200.00	(100.00)
Executive Director Fee	6,000.00	6,000.00	0.00	11,400.00	12,000.00	(5.00)
Professional Fees	1,950.00	2,033.34	(4.10)	5,400.00	4,066.68	32.79
Minor Equipment Purchases	3,977.05	1,870.93	112.57	7,272.61	3,180.49	128.66
Insurance	2,896.94	4,285.61	(32.40)	5,793.80	8,571.22	(32.40)
Marketing	0.00	0.00	0.00	0.00	395.95	(100.00)
Telephone & Long Distance	48.54	1,354.08	(96.42)	1,403.72	4,065.00	(65.47)
Taxes	4,079.50	3,917.00	4.15	8,159.00	7,834.00	4.15
Misc General & Administrative	5,219.08	2,912.17	79.22	7,456.29	9,505.77	(21.56)
Total Fixed Expenses	107,505.17	94,675.52	13.55	212,318.59	219,530.37	(3.29)
Net Income (Loss) Before Other Income & Expense	116,104.89	133,515.89	(13.04)	234,127.68	(10,370.14)	(2,357.71
Other Income & Expense						
Depreciation and Amortization	(4,577.85)	(4,725.60)	(3.13)	(9,155.70)	(9,451.20)	(3.13)
Interest Expense	(238.26)	(455.01)	(47.64)	(495.58)	(926.96)	(46.54)
Other Income	800.00	800.00	0.00	2,500.00	3,400.00	(36.00)
Interest Income	271.53	213.97	26.90	773.88	1,362.68	(43.21)
State Income Tax Expense	(1,762.00)	(1,536.00)	12.83	3,752.00	(3,072.00)	181.88
Total Other Income & (Expense)	(5,506.58)	(5,702.64)	(3.44)	(2,625.40)	(8,687.50)	(69.78)
Net Income (Loss) from Operations	110,598.31	127,813.25	(13.47)	231,502.28	(19,057.64)	(1,314.75
Net Income (Loss)	110,598.31	127,813.25	(13.47)	231,502.28	(19,057.64)	(1,314.75

See Accountant's Compilation Report

ATTACHMENT 41

Bloomington-Normal Healthcare, L.L.C.
Statement of Income
For the 1 Month Period Ended February 28, 2010

	Current Period Actual	Current Period Budget	Variance
Revenue			
Gross Revenue	$ 874,826.50	$ 920,826.25	$ (45,999.75)
Contractual Adjustments	(454,639.21)	(441,461.66)	(13,177.55)
Bad Debt Provision	(4,374.13)	(4,500.00)	125.87
Net Revenue	415,813.16	474,864.59	(59,051.43)
Variable Expenses			
Clinical Salaries and Wages	68,886.57	67,765.91	1,120.66
Clinical Employee Benefits and Taxes	30,746.03	29,932.38	813.65
Medical Supplies	64,053.20	62,801.08	1,252.12
Purchased Services	7,013.48	6,792.50	220.98
Purchased - Medical	13,065.00	18,320.50	(5,255.50)
Office Supplies	1,825.61	2,003.58	(177.97)
Medical Equipment Maintenance & Rentals	6,270.10	7,036.08	(765.98)
Miscellaneous	343.11	0.00	343.11
Total Variable Expenses	192,203.10	194,652.03	(2,448.93)
Fixed Expenses			
Administrative Salaries & Wages	9,566.11	9,458.58	107.53
Admin. Employee Benefits & Taxes	5,563.18	4,875.00	688.18
Other Personnel Costs	536.57	918.66	(382.09)
Facility Costs	59,168.20	57,772.00	1,396.20
Legal Fees	6,000.00	2,500.00	3,500.00
Accounting Fees	2,500.00	3,485.16	(985.16)
Executive Director Fee	6,000.00	5,859.58	140.42
Other Professional Fees	1,950.00	1,499.99	450.01
Minor Equipment Purchases	3,977.05	1,303.75	2,673.30
Insurance	2,896.94	3,918.50	(1,021.56)
Telephone & Long Distance	48.64	1,482.50	(1,433.96)
Taxes	4,079.50	4,369.50	(290.00)
Miscellaneous General & Administrative	5,219.08	5,094.50	124.58
Total Fixed Expenses	107,505.17	102,537.72	4,967.45
Net Income (Loss) Before Other Income & Expense	116,104.89	177,674.84	(61,569.95)
Other Income & Expense			
Depreciation and Amortization	(4,577.85)	(4,577.85)	0.00
Interest Expense	(238.26)	(202.83)	35.43
Other Income	800.00	1,700.00	(900.00)
Interest Income	271.53	0.00	271.53
State Income Tax Expense	(1,762.00)	(2,617.66)	(855.66)
Total Other Income & (Expense)	(5,506.58)	(5,698.34)	(191.76)
Net Income (Loss) from Operations	110,598.31	171,976.50	(61,378.19)
Net Income (Loss)	110,598.31	171,976.50	(61,378.19)

See Accountant's Compilation Report

Bloomington-Normal Healthcare, L.L.C.
Statement of Income
For the Two Months Period Ended February 28, 2010

	Year To Date Actual	Year To Date Budget	Variance
Revenue			
Gross Revenue	$ 1,681,386.51	$ 1,841,652.50	(160,265.99)
Contractual Adjustments and Bad Debts	(832,060.39)	(882,923.32)	50,862.93
Bad Debt Provision	(8,406.93)	(9,000.00)	593.07
Net Revenue	840,919.19	949,729.18	(108,809.99)
Variable Expenses			
Clinical Salaries and Wages	138,175.61	135,531.82	2,643.79
Clinical Employee Benefits and Taxes	61,764.70	59,864.76	1,899.94
Medical Supplies	126,645.92	125,602.16	1,043.76
Purchased Services	14,801.98	13,585.00	1,216.98
Purchased - Medical	36,904.95	36,641.00	263.95
Office Supplies	1,966.72	4,007.16	(2,040.44)
Medical Equipment Maintenance & Rentals	13,431.07	14,072.16	(641.09)
Miscellaneous	781.99	0.00	781.99
Total Variable Expenses	394,472.94	389,304.06	5,168.88
Fixed Expenses			
Administrative Salaries & Wages	18,816.86	18,917.16	(100.30)
Admin. Employee Benefits & Taxes	11,115.98	9,750.00	1,365.98
Other Personnel Costs	1,076.14	1,837.32	(761.18)
Facility Costs	117,892.63	115,544.00	2,348.63
Legal Fees	9,031.50	5,000.00	4,031.50
Accounting Fees	7,600.00	6,970.32	629.68
Executive Director Fee	11,400.00	11,719.16	(319.16)
Other Professional Fees	5,400.00	2,999.98	2,400.02
Minor Equipment Purchases	7,272.61	2,607.50	4,665.11
Insurance	5,793.88	7,837.00	(2,043.12)
Telephone & Long Distance	1,403.72	2,965.00	(1,561.28)
Taxes	8,159.00	8,739.00	(580.00)
Miscellaneous General & Administrative	7,456.29	10,189.00	(2,732.71)
Total Fixed Expenses	212,318.59	205,075.44	7,243.15
Net Income (Loss) Before Other Income & Expense	234,127.66	355,349.68	(121,222.02)
Other Income & Expense			
Depreciation and Amortization	(9,155.70)	(9,155.70)	0.00
Interest Expense	(495.58)	(405.66)	89.92
Other Income	2,500.00	3,400.00	(900.00)
Interest Income	773.88	0.00	773.88
State Income Tax Expense	3,752.00	(5,235.32)	(8,987.32)
Total Other Income & (Expense)	(2,625.40)	(11,396.68)	(8,771.28)
Net Income (Loss) from Operations	231,502.26	343,953.00	(112,450.74)
Net Income (Loss)	231,502.26	343,953.00	(112,450.74)

See Accountant's Compilation Report

Bloomington-Normal Healthcare, L.L.C.
Statement of Cash Flows
For the 1 Month and 2 Months Ended February 28, 2010

	For the Month Ended February 28, 2010	For the 2 MonthsEnded February 28, 2010
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income (Loss)	$ 110,598.31	$ 231,502.26
Adjustments to reconcile Net Income (Loss) to net Cash provided by (used in) operating activities:		
Depreciation and Amortization	4,577.85	9,155.70
Losses (Gains) on sales of Fixed Assets	0.00	0.00
Decrease (Increase) in operating assets:		
Accounts Receivable	(45,498.31)	97,730.55
Inventory	1,471.44	9,150.91
Other	2,898.94	(8,701.32)
Increase (Decrease) in Operating Liabilities		
Accounts Payable	(14,529.58)	(8,137.19)
Accrued Liabilities	16,369.93	38,053.13
Total Adjustments	(34,711.73)	137,251.78
Net Cash Provided By (Used In) Operating Activities	75,886.58	368,754.04
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from the sale of fixed assets	0.00	0.00
Net Cash Provided By (Used In) Investing Activities	0.00	0.00
CASH FLOWS FROM FINANCING ACTIVITIES		
Distributions to Members	0.00	0.00
Payment of Capital Leases	(1,944.84)	(3,870.62)
Net Cash Provided By (Used In) Financing Activities	(1,944.84)	(3,870.62)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	73,941.74	364,883.42
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	422,509.45	131,567.77
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ 496,451.19	$ 496,451.19

See Accountant's Compilation Report

Bloomington-Normal Healthcare, L.L.C.
Statement of Members' Equity
February 28, 2010

Members' Equity January 1, 2010	1,043,162.14
Net Earnings (Loss)	231,602.26
Member's Equity	1,274,664.40

See Accountant's Compilation Report

Bloomington-Normal Healthcare, L.L.C.
Statement of Expenses
For the Two Months Period Ended February 28, 2010

	Current Period	%	Year-to-Date	%
Variable Expenses				
Clinical Salaries and Wages	68,886.67	22.49	138,175.81	22.55
Clinical Employee Benefits and Taxes	30,746.03	10.04	61,764.70	10.08
Medical Supplies	64,053.20	20.91	126,645.92	20.67
Purchased Services	7,013.48	2.29	14,801.98	2.42
Purchased Medical	13,065.00	4.27	36,904.95	6.02
Office Supplies	1,825.61	0.60	1,966.72	0.32
Medical Equipment Maintenance & Rental	6,270.10	2.05	13,431.07	2.19
Miscellaneous	343.11	0.11	781.99	0.13
Total Variable Expenses	192,203.10	62.75	394,472.94	64.38
Fixed Expenses				
Administrative Salaries & Wages	9,566.11	3.12	18,816.86	3.07
Admin. Employee Benefits & Taxes	5,583.18	1.82	11,115.96	1.81
Other Personnel Costs	536.57	0.18	1,076.14	0.18
Facility Costs	59,168.20	19.32	117,892.63	19.24
Legal Fees	6,000.00	1.96	9,031.50	1.47
Accounting Fees	2,500.00	0.82	7,500.00	1.22
Executive Director Fee	6,000.00	1.96	11,400.00	1.86
Professional Fees	1,950.00	0.64	5,400.00	0.88
Minor Equipment Purchases	3,977.05	1.30	7,272.81	1.19
Insurance	2,896.94	0.95	5,793.88	0.95
Telephone & Long Distance	48.54	0.02	1,403.72	0.23
Taxes	4,079.60	1.33	8,159.00	1.33
Miscellaneous General & Administrative	5,219.08	1.70	7,456.29	1.22
Total Fixed Expenses	107,505.17	35.10	212,318.59	34.65
Other Expenses				
Depreciation and Amortization	4,577.85	1.49	9,155.70	1.49
Interest Expense	238.26	0.08	495.58	0.08
State Income Tax Expense	1,762.00	0.58	(3,752.00)	(0.61)
Total Other Expenses	6,578.11	2.15	5,899.28	0.96
Total Expenses	306,286.38	100.00	612,690.81	100.00

See Accountant's Compilation Report

Financial Viability

Eastland Medical Plaza Surgicenter, L.L.C.

ATTACHMENT-41

Eastland Medical Plaza Surgicenter, L.L.C.					
	2009	2008	2007		
Current Ratio:	1.39	0.11	1.03		
Net Margin %:	48.35	52.81	55.16		
% Debt to Total Capitalization	25.64	2.17	0.00		
Projected Debt Service Coverage	-	0.00	0.00		
Days Cash on Hand	6.28	0.03	28.79		
Cushion Ratio	0.12	0.01	0.00		

NOTE: Eastland Medical Plaza Surgicenter LLC is an Illinois Limited Liability Corporation that has elected to be treated like a partnership for income tax purposes. Eastland distributes essentially all of its earnings to members at the end of each quarter, retaining just enough cash and current assets to cover operating costs for the following 30 days. Cash from operations and accounts recievable is sufficient on an ongoing basis to cover operating expenses and debt service. Post merger pro forma has been developed as if quarterly distributions had not been made and all financial viability indicators are positive. If distributions had not been made as required by tax law for 2007 through 2009, all historical financial viability ratios would also have been positive.

Sum of quarterly distritions by year -	9,954,000	7,006,986	4,982,957		
Estimated total distributions to be made in 1st Year Post Merger -				9,000,000	

Eastland Medical Plaza Surgicenter LLC
Bloomington, Illinois

Post Merger Financial Statements

CASE VOLUMES	Pre-Merger Simple Combining 2009	Post-Merger Forecast Year 1	
ENT	562	982	
EYE	1,348	1,398	
GEN SURG	1,004	1,104	
GI	3,187	3,247	
GYN	428	478	
ORTHO	941	1,041	
PAIN	505	556	
PLAS	181	191	
POD	200	225	
PULM	93	98	
UROL	1,043	1,143	
TOTAL	9,492	10,442	"C"

INCOME STATEMENT	Pre-Merger Simple Combining 2009	Post-Merger Forecast Year 1		
Gross Patient Revenue	39,653,148	43,618,463		
Deductions from Revenue	(21,494,446)	(24,396,186)		
Bad Debt	(441,357)	(485,493)		
Collection Fees	(25,119)	(27,631)		
Other Revenue	19,598	19,598		
Interest Income	6,175	6,175		
Collectible Revenues	17,718,000	18,734,917		
				Direct Oper Cost
Salaries	2,875,983	2,809,783	"A"	Sum of "A"
Benefits	959,527	890,480	"A"	$ 9,556,610
Professional Fees	100,616	100,816	"A"	
Supplies	2,722,762	2,884,222	"A"	Capital Cost per Cs
Purchased Services	915,858	715,858	"A"	Sum of "B" / "C"
Other Direct Expenses	2,053,002	2,155,653	"A"	$ 43
Depreciation	365,029	365,029	"B"	
Interest Expense	10,374	85,374	"B"	
Total Expenses	10,003,152	10,007,014		
Net Income	7,714,848	8,727,903		

BALANCE SHEET	Post Merger Consolidated	Year 1 Oper CashFlow *	EO Year 1 Balance Sheet
Cash	231,314	8,989,000	9,220,314
Net Accounts Rec	2,499,538		2,499,538
Inventory	480,258		480,258
Prepaids and Other	38,194		38,194
Net PPE	1,072,848	(365,000)	707,848
Goodwill	11,854,581		11,854,581
Other Assets	-		-
Total Assets	16,176,733	8,624,000	24,800,733
AP and AL	779,219		779,219
Current Portion LTD	858,952	241,000	1,099,952
Other Current Liab	565,156		565,156
LTD	2,152,879	(1,100,000)	1,052,879
Other Debt	-		-
Members Equity	11,820,527	9,483,000	21,303,527
Total Liabilities and Equity	16,179,733	8,624,000	24,800,733

** Note Yr 1 Operating Cash Flow presented before distribution of earnings to members*

Eastland Medical Plaza Surgicenter LLC
Bloomington, Illinois

Section 1120, APPENDIX A Financial and Economic Review Standards
Review Criterion 1120.210(a), Financial Viability

INDICATOR Formula	TARGET NUMBER	2007	2008	2009	1st Yr Post Merger
Current Ratio Current Assets / Current Liabilities	1.50	1.03	0.11	1.39	5.01
Net Margin Percentage' (Net Income / Net Operating Revenue) x 100%	3.50%	55.16%	52.81%	48.35%	46.59%
Percent Debt to Total Capitalization (Long Term Debt / (Long Term Debt + Unrestricted Fund Balance)) x 100%	80.00%	0.00%	2.17%	25.64%	4.94%
Projected Debt Service Coverage (Net Income + Depreciation + Interest + Amortization) / (Principal + Interest) [for first year after merger]	1.75				7.74
Days Cash on Hand (Cash + Investments + Board Designated Funds) / ((Operating Expense - Depreciation) / 365)	45.00	28.79	0.03	6.28	366.14
Cushion Ration (Cash + Investments + Board Designated Funds) / Maximum Annual Debt Service	5.00	-	0.01	0.12	7.78

Source Data:	2007	2008	2009	1st Yr Post Merger
Audited Financial States	x	x	x	
Merger Pro Forma				x
Current Assets	2,966,686	182,865	2,053,468	12,238,304
Current Liabilities	2,871,282	1,686,944	1,476,008	2,444,327
Net Income	7,977,371	7,538,300	6,415,788	8,727,903
Net Operating Revenue	14,462,106	14,275,729	13,269,853	18,734,917
Long Term Debt	-	78,895	851,286	1,052,879
Unrestricted Fund Balance	3,700,786	3,628,590	3,320,527	21,303,527
Depreciation	270,266	291,235	308,322	365,029
Interest	5,568	9,658	6,866	85,374
Amortization	-	-	-	-
Principal Payment (Yr 1 Post Merg)	-	33,667	834,542	1,099,952
Interest Payment (Yr 1 Post Merg)	-	9,658	6,866	85,374
Cash	420,164	500	99,746	9,220,314
Investments	-	-	-	-
Board Designated Funds	-	-	-	-
Operating Expenses	5,596,956	5,884,398	6,102,158	9,556,611

NOTE: Eastland Medical Plaza Surgicenter LLC is an Illinois Limited Liability Corporation that has elected to be treated like a partnership for income tax purposes. Eastland distributes essentially all of its earnings to members at the end of each quarter, retaining just enough cash and current assets to cover operating costs for the following 30 days. Cash from operations and accounts recievable is sufficient on an ongoing basis to cover operating expenses and debt service. Post merger pro forma has been developed as if quarterly distributions had not been made and all financial viability indicators are positive. If distributions had not been made as required by tax law for 2007 through 2009, all historical financial viability ratios would also have been positive.

	2007	2008	2009	1st Yr Post Merger
Sum of quarterly distritions by year -	9,954,000	7,006,986	4,982,957	
Estimated total distributions to be made in 1st Year Post Merger -				9,000,000

Spreadsheet: CON Financial Integrity Analysis.xls ; TAB: Viability Ratios

CERTIFIED PUBLIC
ACCOUNTANTS

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Dunbar, Breitweiser
& COMPANY, LLP

INDEPENDENT AUDITORS' REPORT

To the Board of Managers
Eastland Medical Plaza SurgiCenter, L.L.C.
Bloomington, Illinois

We have audited the accompanying balance sheets of Eastland Medical Plaza SurgiCenter, L.L.C. as of December 31, 2009 and 2008, and the related statements of income, members' equity, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatements. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Eastland Medical Plaza SurgiCenter, L.L.C. as of December 31, 2009 and 2008, and the results of its operations and its cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.

Dunbar, Breitweiser & Company, LLP

Bloomington, Illinois
March 2, 2010

EASTLAND MEDICAL PLAZA SURGICENTER, L.L.C.

BALANCE SHEETS
December 31, 2009 and 2008

ASSETS	2009	2008
CURRENT ASSETS		
Cash	$ 99,746	$ 500
Accounts receivable	1,692,648	1,563,286
Related party receivables	8,622	9,420
Inventory	230,755	235,695
Prepaid expenses	21,697	19,764
Total current assets	$ 2,053,468	$ 1,828,665
PROPERTY AND EQUIPMENT		
Equipment	$ 3,694,012	$ 3,357,102
Leasehold improvements	203,218	203,218
Less accumulated depreciation	(2,965,171)	(2,656,850)
	$ 932,059	$ 903,470
OTHER ASSETS		
Goodwill	$ 2,662,294	$ 2,662,294
	$ 5,647,821	$ 5,394,429

LIABILITIES AND MEMBERS' EQUITY	2009	2008
CURRENT LIABILITIES		
Liability for insurance overpayment	$ 344,965	$ 881,736
Liability for outstanding checks	-	403,388
Accounts payable	97,550	109,458
Related party payables	8,252	-
Accrued expenses	190,699	258,695
Current maturities of long-term debt	834,542	33,667
Total current liabilities	$ 1,476,008	$ 1,686,944
LONG-TERM DEBT		
Long-term debt, less current maturities	$ 851,286	$ 78,895
MEMBERS' EQUITY	$ 3,320,527	$ 3,628,590
	$ 5,647,821	$ 5,394,429

See Notes to Financial Statements.

EASTLAND MEDICAL PLAZA SURGICENTER, L.L.C.

STATEMENTS OF INCOME
Years Ended December 31, 2009 and 2008

	2009	2008
Net patient revenue	$ 13,267,399	$ 14,228,374
Other revenue	2,454	47,355
Total operating revenue	$ 13,269,853	$ 14,275,729
Operating expenses:		
Salaries and employee benefits	$ 2,529,469	$ 2,442,995
Facility lease and maintenance	577,444	639,161
Medical supplies and drugs	1,834,133	1,830,289
Collection fees	25,119	35,383
Insurance	98,725	102,508
Purchased services	381,495	278,025
Equipment leases and repairs	260,546	234,023
Advertising and promotions	13,859	18,074
Continuing education	31,196	27,273
Office supplies	51,927	42,441
Department and dietary supplies	74,408	59,521
Postage	11,373	9,797
Legal and accounting	175,768	116,756
Operating expenses	12,038	13,534
Telephone	10,076	12,459
Mileage reimbursement and travel	1,701	1,582
Dues and subscriptions	5,370	5,872
Miscellaneous	7,511	14,705
Total operating expenses	$ 6,102,158	$ 5,884,398
Net operating income	$ 7,167,695	$ 8,391,331
Other income (expenses):		
Depreciation	$ (308,322)	$ (291,235)
Gain on sale of equipment	800	1,989
Bad debts	(394,703)	(501,557)
Interest expense	(5,866)	(9,658)
State replacement tax	(43,816)	(52,570)
	$ (751,907)	$ (853,031)
Net income	$ 6,415,788	$ 7,538,300

See Notes to Financial Statements.

EASTLAND MEDICAL PLAZA SURGICENTER, L.L.C.

STATEMENTS OF MEMBERS' EQUITY
Years Ended December 31, 2009 and 2008

	Class A	Class B	Total
Balance, December 31, 2007	$ 1,809,017	$ 1,891,769	$ 3,700,786
Distributions to members	(3,478,986)	(3,528,000)	(7,006,986)
Redemption of member by Company	(603,510)	-	(603,510)
Reallocation of member redemption and capital	311,857	(311,857)	-
Net income	3,729,041	3,809,259	7,538,300
Balance, December 31, 2008	$ 1,767,419	$ 1,861,171	$ 3,628,590
Distributions to members	(2,443,091)	(2,539,866)	(4,982,957)
Redemption of members by Company	(2,410,398)	-	(2,410,398)
Reallocation of member redemption and capital	935,088	(935,088)	-
New member capital contribution	669,504	-	669,504
Net income	3,127,687	3,288,101	6,415,788
Balance, December 31, 2009	$ 1,646,209	$ 1,674,318	$ 3,320,527

See Notes to Financial Statements.

EASTLAND MEDICAL PLAZA SURGICENTER, L.L.C.

STATEMENTS OF CASH FLOWS
Years Ended December 31, 2009 and 2008

	2009	2008
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 6,415,788	$ 7,538,300
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	308,322	291,235
Gain on sale of equipment	(800)	(1,989)
Bad debt expense	394,703	501,557
Change in assets and liabilities:		
Decrease (increase) in accounts receivable	(524,065)	161,861
Decrease (increase) in related party receivables	798	(605)
Decrease (increase) in inventories	4,940	60,845
Decrease (increase) in prepaid expenses	(1,933)	(6,301)
(Decrease) increase in liability for insurance overpayment	(536,771)	(1,424,125)
(Decrease) increase in liability for outstanding checks	(403,388)	403,388
(Decrease) increase in accounts payable	(11,908)	(165,737)
(Decrease) increase in related party payables	8,252	(8,146)
(Decrease) increase in accrued expenses	(67,996)	20,182
Net cash provided by operating activities	$ 5,585,942	$ 7,370,465
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of equipment	$ 800	$ 20,510
Purchase of property and equipment	(336,911)	(269,138)
Net cash (used in) investing activities	$ (336,111)	$ (248,628)
CASH FLOWS FROM FINANCING ACTIVITIES		
Distributions to members	$ (4,982,957)	$ (7,006,986)
Redemption of members	(803,465)	(603,510)
Capital lease borrowings	-	128,101
Payments on capital lease borrowings	(33,667)	(59,106)
New member capital contribution	669,504	-
Net cash (used in) financing activities	$ (5,150,585)	$ (7,541,501)
Increase in cash and cash equivalents	$ 99,246	$ (419,664)
Cash, beginning of period	500	420,164
Cash, end of period	$ 99,746	$ 500
SUPPLEMENTAL CASH FLOW INFORMATION		
Cash payments for:		
Interest	$ -	$ 9,658
Income taxes	$ 52,570	$ 57,622

See Notes to Financial Statements.

EASTLAND MEDICAL PLAZA SURGICENTER, L.L.C.

NOTES TO FINANCIAL STATEMENTS

Note 1. Nature of Business, Use of Estimates and Significant Accounting Policies

Nature of business:

Eastland Medical Plaza SurgiCenter, L.L.C. (The "Company") is an Illinois limited liability company. The Company began doing business on September 1, 2000. The Company owns and operates an ambulatory surgery treatment center, located in Bloomington, Illinois, in furtherance of the promotion of health for the benefit of the community and, consistent therewith, in furtherance of the charitable purposes of its Class B member, OSF Healthcare System ("OSF"), an Illinois not-for-profit corporation. During 2000, the Company purchased its SurgiCenter assets for $3,200,000 from OSF Saint Francis, Inc., an Illinois corporation. The Company acquired the Endoscopy Services assets for $1,600,000 from OSF Healthcare System.

Each members' liability is limited as set forth in the Operating Agreement, the Illinois Limited Liability Company Act and other applicable law.

Use of estimates:

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Significant accounting policies:

Cash and cash equivalents:

For purposes of reporting cash flows, the Company considers all highly liquid instruments with an original maturity of three months or less to be cash equivalents.

Inventory:

Inventory consists of drugs and medical supplies and is stated at cost determined by the first-in, first-out method.

Property and equipment:

Property and equipment are recorded at cost. Major improvements to existing property and equipment are capitalized. Expenditures for maintenance and repairs which do not extend the life of the applicable assets are charged to expense in the period incurred. When property or equipment is disposed of, the asset and accumulated depreciation accounts are adjusted accordingly. Any resulting gain or loss is reflected on the statement of income during the period of disposition.

Depreciation is computed on the straight-line method generally over five years for equipment and over the remaining lease term for leasehold improvements.

Advertising:

The Company expenses the costs of advertising as incurred. Total advertising and promotion expense for the years ended December 31, 2009 and 2008 was $13,859 and $18,074, respectively.

Income taxes:

The Company has elected to be treated as a partnership for federal and state income tax purposes. Therefore, no provision is made in the accompanying financial statements for federal income taxes, since as a partnership, its income and losses are allocated and taxed to the individual members. For the years ended December 31, 2009 and 2008, state replacement tax of $43,816 and $52,570 has been expensed.

Effective January 1, 2009 the Company adopted the accounting standard regarding "Accounting for Uncertain Tax Positions". This accounting standard provides detailed guidance for financial statement recognition, measurement, and disclosure of uncertain tax positions recognized in the company's financial statements. It requires a company to recognize the financial statement impact of a tax position when it is more likely than not that the position will be sustained upon examination. The adoption of this standard had no material effect on the Company's financial position, results of operations, or cash flows. The tax years of 2006 to 2009 remain subject to examination by the taxing authorities.

Revenue recognition:

The Company has agreements with third-party payers that provide for payments to the Company at amounts different from its established rates. Net patient revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered.

	2009	2008
Gross patient service revenue	$ 29,976,888	$ 31,048,117
Discounts and third party allowances	(16,709,489)	(16,819,743)
Net patient revenue	$ 13,267,399	$ 14,228,374

Accounts receivable:

The majority of accounts receivable from out-patient surgeries are based on contracted prices with various payers. The insurance company or appropriate payer is billed for 90 days. If the third-party payer does not pay, then the patient is billed for 90 days. If the balance is not collected within 180 days, the account is sent to the collection agency and written off the Company's books.

The Company provides an allowance for doubtful accounts that is based upon a review of individual outstanding receivables and historical collections.

Subsequent events:

Management has evaluated the need for subsequent event recognition or disclosure through March 2, 2010, the date the financial statements were available to be issued.

Use taxes:

Use taxes paid by the Company as part of a purchase, or which the Company self-assesses, are charged directly to the related purchase expense account.

Note 2. Accounts Receivable

Accounts receivable at December 31, 2009 and 2008 consisted of the following:

	2009	2008
Self-pay patient accounts	$ 326,179	$ 223,066
Medicare	61,525	85,053
Illinois Department of Public Aid	26,240	49,567
Insurance companies	1,378,214	1,290,405
	1,792,158	1,648,091
Less allowance for doubtful accounts	(99,510)	(84,805)
	$ 1,692,648	$ 1,563,286

Note 3. Goodwill

The Company's initial acquisition of its assets included goodwill of $2,922,137 which was being amortized on the straight line method over a period of 15 years through December 31, 2001. As of December 31, 2009 and 2008, goodwill was not impaired and is recorded on the balance sheet at its net book value of $2,662,294.

Note 4. Liability for Insurance Overpayment

The Company's contract with BlueCross BlueShield of Illinois ("BCBS") provides that BCBS will pay the Company for 100% of covered claims. BCBS then calculates the contractual discount and bills the Company on a monthly basis to recover their overpayments.

Note 5. Members Ownership Units

The Company has two classes of members' ownership units, Class A and Class B. The Board of Managers consists of six individuals, three elected by the Class A members and three appointed by the Class B member. With respect to allocation of profits and losses and voting, there is no distinction between the two classes of units.

During 2008, one Class A member sold his 58.35 units to the Company for $603,510, effectively being bought out by the remaining members. During 2009, these same 58.35 units were sold to a new Class A member. Also during 2009, five Class A members, owning 258.60 ownership units in the aggregate, sold their units to the Company for $2,410,398 in total.

Note 6. Building Lease

The Company leases the surgery treatment center, including operating rooms, recovery rooms, and office space from a related party, OSF Healthcare System (OSF), its sole Class B member. The lease term is ten years commencing on September 1, 2000 and ending on August 31, 2010. The Company has options to renew the lease for two additional five year periods.

The Company is obligated to pay monthly "base rent" plus "additional rent". The additional rent is for taxes, insurance, and expenses attributable to the leased space plus a pro-rata share of such expenses attributable to the common areas of the building where the leased space is located. Rent expense under this lease was $577,384 and $530,509 for the years ended December 31, 2009 and 2008.

The "base rent" remained the same for the first three years of the lease term. The base rent for the subsequent years of the term is adjusted every three years based upon increases in the Consumer Price Index (CPI). The "additional rent" is adjusted annually based upon actual expenses incurred during the previous fiscal year of the lessor.

Future minimum annual rental obligations for the next year are:

Year Ending December 31,	
2010	$ 384,920

Note 7. Long-term Debt

Long-term debt obligations as of December 31, 2009 and 2008 are as follows:

Capital lease, Stryker Finance, due in monthly installments of $2,590, including interest at 0%. Final payment is due April, 2012. The lease obligation is collateralized by medical equipment which has a net book value of $90,738	$ 78,895
Five Redemption Promissory Notes, due in three annual installments, the first of which was paid November 20, 2009. Interest accrues at a rate of 3.25% per year.	1,606,933
Total long-term debt	1,685,828
Less current maturities	(834,542)
Long-term debt	$ 851,286

NOTES TO FINANCIAL STATEMENTS

Maturities of long-term debt in subsequent years are as follows:

Year Ending December 31,	Amount
2010	$ 834,542
2011	834,545
2012	16,741
	$ 1,685,828

Note 8. Purchased Services Agreement

On January 1, 2008 the Company entered into a Purchased Services Agreement with OSF, a related party. The agreement covers certain technical and maintenance services provided by OSF to the Company. Those services include infection control, risk management, radiology services, medical records, laboratory and pathology services, social services, pharmacy consultant, janitorial service, basic engineering, biomedical maintenance services, materials management, and central supplies services. For the years ended December 31, 2009 and 2008, the Company's obligation to OSF under this agreement was $90,919 and $86,636, respectively.

Conversely, the Company provided the following services to patients of OSF; bronchoscopy, endoscopy, and on-call nursing. For the years ended December 31, 2009 and 2008, OSF was obligated to the Company under this agreement for $718,424 and $649,864, respectively.

Note 9. Concentrations of Credit Risk Arising from Cash Deposits in Excess of Insured Limits

The Company maintains its cash balances at a bank in Bloomington, Illinois. Accounts at the bank are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. However, funds in excess of a specified target balance are transferred daily into an uninsured money market fund at the bank, which invests primarily in U.S. government securities. At December 31, 2009, the Company's uninsured cash balances at the bank were $482,000. This total does not reflect deductions for outstanding checks not yet presented to the bank for payment. The Company does not believe there is a significant risk of loss to these deposits.

Note 10. Related Party Receivables and Payables

The following amounts are due from, and owed to, OSF as of December 31, 2009 and 2008 under the various agreements described in these Notes.

	2009	2008
Due from OSF (including trade receivables)	$ 45,573	$ 67,966
Due to OSF	$ 8,252	$ -

NOTES TO FINANCIAL STATEMENTS

Note 11. Pension Plan

The Company established a Retirement Savings 401(k) Plan effective October 1, 2001. Employees over 21 years of age and having completed one year of service are eligible for employer discretionary contributions. The Company may elect to contribute a matching contribution equal to an employee's salary deferrals up to 4% of the employee's gross annual compensation. Employer contributions included in salaries and employee benefits expense for the years ended December 31, 2009 and 2008 were $57,274 and $55,068, respectively.

Note 12. Equipment Leases

The Company routinely leases medical equipment used in its operations under short-term cancelable leases. Payments due pursuant to those leases are expensed as incurred. Equipment rental expense for the years ended December 31, 2009 and 2008 was $203,275 and $195,431, respectively.

Note 13. Subsequent Event

The Company is presently negotiating a merger with another outpatient surgery center in Bloomington, Illinois. The Company anticipates that the merger, if approved, will be completed in 2010. The Company has formed a wholly-owned subsidiary, Eastland Holdings, LLC, to facilitate the planned merger. The subsidiary has no assets or liabilities at December 31, 2009, and had no income or expenses during the year ended December 31, 2009.

Dunbar, Breitweiser
& COMPANY, LLP

CERTIFIED PUBLIC ACCOUNTANTS
202 North Center Street
Bloomington, Illinois 61701-3995
Phone 309-827-0348
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INDEPENDENT AUDITORS' REPORT

To the Board of Managers
Eastland Medical Plaza SurgiCenter, L.L.C.
Bloomington, Illinois

We have audited the accompanying balance sheets of Eastland Medical Plaza SurgiCenter, L.L.C. as of December 31, 2008 and 2007, and the related statements of income, members' equity, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatements. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Eastland Medical Plaza SurgiCenter, L.L.C. as of December 31, 2008 and 2007, and the results of its operations and its cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.

Dunbar, Breitweiser & Company LLP

Bloomington, Illinois
April 3, 2009

EASTLAND MEDICAL PLAZA SURGICENTER, L.L.C.

BALANCE SHEETS
December 31, 2008 and 2007

ASSETS	2008	2007
CURRENT ASSETS		
Cash	$ 500	$ 420,164
Accounts receivable	1,563,286	2,226,704
Related party receivables	9,420	8,815
Inventory	235,695	296,540
Prepaid expenses	19,764	13,463
Total current assets	$ 1,828,665	$ 2,965,686
PROPERTY AND EQUIPMENT		
Equipment	$ 3,357,102	$ 3,117,652
Leasehold improvements	203,218	202,221
Less accumulated depreciation	(2,656,850)	(2,375,785)
	$ 903,470	$ 944,088
OTHER ASSETS		
Goodwill	$ 2,662,294	$ 2,662,294
	$ 5,394,429	$ 6,572,068

LIABILITIES AND MEMBERS' EQUITY	2008	2007
CURRENT LIABILITIES		
Liability for insurance overpayment	$ 881,736	$ 2,305,861
Liability for outstanding checks	403,388	-
Accounts payable	109,458	275,195
Related party payables	-	8,146
Accrued expenses	258,695	238,513
Capital lease obligation	33,667	43,567
Total current liabilities	$ 1,686,944	$ 2,871,282
LONG-TERM DEBT		
Capital lease obligation	$ 78,895	$ -
MEMBERS' EQUITY	$ 3,628,590	$ 3,700,786
	$ 5,394,429	$ 6,572,068

See Notes to Financial Statements.

EASTLAND MEDICAL PLAZA SURGICENTER, L.L.C.

STATEMENTS OF INCOME
Years Ended December 31, 2008 and 2007

	2008	2007
Net patient revenue	$ 14,228,374	$ 14,349,300
Other revenue	47,355	112,806
Total operating revenue	$ 14,275,729	$ 14,462,106
Operating expenses:		
Salaries and employee benefits	$ 2,442,995	$ 2,385,281
Facility lease and maintenance	639,161	507,376
Medical supplies and drugs	1,830,289	1,811,596
Collection fees	35,383	37,962
Insurance	102,508	90,268
Purchased services	278,025	382,872
Equipment leases and repairs	234,023	105,892
Advertising and promotions	18,074	18,989
Continuing education	27,273	32,259
Office supplies	42,441	39,378
Department and dietary supplies	59,521	42,894
Postage	9,797	6,753
Legal and accounting	116,756	75,146
Operating expenses	13,534	30,414
Telephone	12,459	11,991
Mileage reimbursement and travel	1,582	1,467
Dues and subscriptions	5,872	1,519
Miscellaneous	14,705	14,899
Total operating expenses	$ 5,884,398	$ 5,596,956
Net operating income	$ 8,391,331	$ 8,865,150
Other income (expenses):		
Depreciation	$ (291,235)	$ (270,255)
Gain on sale of equipment	1,989	-
Bad debts	(501,557)	(554,334)
Interest expense	(9,658)	(5,568)
State replacement tax	(52,570)	(57,622)
	$ (853,031)	$ (887,779)
Net income	$ 7,538,300	$ 7,977,371

See Notes to Financial Statements.

EASTLAND MEDICAL PLAZA SURGICENTER, L.L.C.

STATEMENTS OF MEMBERS' EQUITY
Years Ended December 31, 2008 and 2007

	Class A	Class B	Total
Balance, December 31, 2006	$ 2,797,331	$ 2,880,084	$ 5,677,415
Distributions to members	(4,977,000)	(4,977,000)	(9,954,000)
Net income	3,988,686	3,988,685	7,977,371
Balance, December 31, 2007	$ 1,809,017	$ 1,891,769	$ 3,700,786
Distributions to members	(3,478,986)	(3,528,000)	(7,006,986)
Redemption of member by Company	(603,510)	-	(603,510)
Reallocation of member redemption and capital	311,857	(311,857)	-
Net income	3,729,041	3,809,259	7,538,300
Balance, December 31, 2008	$ 1,767,419	$ 1,861,171	$ 3,628,590

See Notes to Financial Statements.

EASTLAND MEDICAL PLAZA SURGICENTER, L.L.C.

STATEMENTS OF CASH FLOWS
Years Ended December 31, 2008 and 2007

	2008	2007
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 7,538,300	$ 7,977,371
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	291,235	270,255
Gain on sale of equipment	(1,989)	-
Bad debt expense	501,557	554,334
Change in assets and liabilities:		
Decrease (increase) in accounts receivable	161,861	(281,855)
Decrease (increase) in related party receivables	(605)	1,645
Decrease (increase) in inventories	60,845	(47,097)
Decrease (increase) in prepaid expenses	(6,301)	1,607
(Decrease) increase in liability for insurance overpayment	(1,424,125)	1,930,917
Increase in liability for outstanding checks	403,388	-
(Decrease) increase in accounts payable	(165,737)	159,513
(Decrease) increase in related party payables	(8,146)	(9,439)
(Decrease) increase in accrued expenses	20,182	(33,041)
Net cash provided by operating activities	$ 7,370,465	$ 10,524,210
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of equipment	$ 20,510	$ -
Purchase of property and equipment	(269,138)	(326,270)
Net cash (used in) investing activities	$ (248,628)	$ (326,270)
CASH FLOWS FROM FINANCING ACTIVITIES		
Distributions to members	$ (7,006,986)	$ (9,954,000)
Redemption of member	(603,510)	-
Capital lease borrowings	128,101	102,107
Payments on capital lease borrowings	(59,106)	(117,888)
Net cash (used in) financing activities	$ (7,541,501)	$ (9,969,781)
Increase in cash and cash equivalents	$ (419,664)	$ 228,159
Cash, beginning of period	420,164	192,005
Cash, end of period	$ 500	$ 420,164
SUPPLEMENTAL CASH FLOW INFORMATION		
Cash payments for:		
Interest	$ 9,658	$ 5,568
Income taxes	$ 57,622	$ 78,207

See Notes to Financial Statements.

EASTLAND MEDICAL PLAZA SURGICENTER, L.L.C.

NOTES TO FINANCIAL STATEMENTS

Note 1. Nature of Business, Use of Estimates and Significant Accounting Policies

Nature of business:

Eastland Medical Plaza SurgiCenter, L.L.C. (The "Company") is an Illinois limited liability company. The Company began doing business on September 1, 2000. The Company owns and operates an ambulatory surgery treatment center, located in Bloomington, Illinois, in furtherance of the promotion of health for the benefit of the community and, consistent therewith, in furtherance of the charitable purposes of its Class B member, OSF Healthcare System ("OSF"), an Illinois not-for-profit corporation. During 2000, the Company purchased its SurgiCenter assets for $3,200,000 from OSF Saint Francis, Inc., an Illinois corporation. The Company acquired the Endoscopy Services assets for $1,600,000 from OSF Healthcare System.

Each members' liability is limited as set forth in the Operating Agreement, the Illinois Limited Liability Company Act and other applicable law.

Use of estimates:

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Significant accounting policies:

Cash and cash equivalents:

For purposes of reporting cash flows, the Company considers all highly liquid instruments with an original maturity of three months or less to be cash equivalents.

Inventory:

Inventory consists of drugs and medical supplies and is stated at cost determined by the first-in, first-out method.

Property and equipment:

Property and equipment are recorded at cost. Major improvements to existing property and equipment are capitalized. Expenditures for maintenance and repairs which do not extend the life of the applicable assets are charged to expense in the period incurred. When property or equipment is disposed of, the asset and accumulated depreciation accounts are adjusted accordingly. Any resulting gain or loss is reflected on the statement of income during the period of disposition.

Depreciation is computed on the straight-line method generally over five years for equipment and 15 years for leasehold improvements.

NOTES TO FINANCIAL STATEMENTS

Advertising:

The Company expenses the costs of advertising as incurred. Total advertising and promotion expense for the years ended December 31, 2008 and 2007 was $18,074 and $18,989, respectively.

Income taxes:

The Company has elected to be treated as a partnership for federal and state income tax purposes. Therefore, no provision is made in the accompanying financial statements for federal income taxes, since as a partnership, its income and losses are allocated and taxed to the individual members. For the years ended December 31, 2008 and 2007, state replacement tax of $52,570 and $57,622 has been expensed.

Revenue recognition:

The Company has agreements with third-party payers that provide for payments to the Company at amounts different from its established rates. Net patient revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered.

	2008	2007
Gross patient service revenue	$ 31,048,117	$ 33,609,375
Discounts and third party allowances	(16,819,743)	(19,260,075)
Net patient revenue	$ 14,228,374	$ 14,349,300

Accounts receivable:

The majority of accounts receivable from out-patient surgeries are based on contracted prices with various payers. The insurance company or appropriate payer is billed for 90 days. If the third-party payer does not pay, then the patient is billed for 90 days. If the balance is not collected within 180 days, the account is sent to the collection agency and written off the Company's books.

The Company provides an allowance for doubtful accounts that is based upon a review of individual outstanding receivables and historical collections.

Use taxes:

Use taxes paid by the Company as part of a purchase, or which the Company self-assesses, are charged directly to the related purchase expense account.

NOTES TO FINANCIAL STATEMENTS

Note 2. Accounts Receivable

Accounts receivable at December 31, 2008 and 2007 consisted of the following:

	2008	2007
Self-pay patient accounts	$ 223,066	$ 395,532
Medicare	85,053	96,848
Illinois Department of Public Aid	49,567	49,944
Insurance companies	1,290,405	1,797,937
	1,648,091	2,340,261
Less allowance for doubtful accounts	(84,805)	(113,557)
	$ 1,563,286	$ 2,226,704

Note 3. Goodwill

The Company's initial acquisition of its assets included goodwill of $2,922,137 which was being amortized on the straight line method over a period of 15 years through December 31, 2001. As of December 31, 2008 and 2007, goodwill was not impaired and is recorded on the balance sheet at its net book value of $2,662,294.

Note 4. Liability for Insurance Overpayment

The Company's contract with BlueCross BlueShield of Illinois ("BCBS") provides that BCBS will pay the Company for 100% of covered claims. BCBS then calculates the contractual discount and bills the Company on a monthly basis to recover their overpayments. The Company has always been current on its monthly obligation billed by BCBS. During 2007, BCBS notified the Company that the estimation methods used to calculate prior contractual discounts were incorrect and an additional balance of $1,890,440 was due to BCBS. The Company validated the calculation of this additional amount and agreed with BCBS to pay the balance due in monthly installments of $100,000, without interest, beginning December 1, 2007 and ending June 1, 2009.

Note 5. Members Ownership Units

The Company has two classes of members' ownership units, Class A and Class B. The Board of Managers consists of six individuals, three elected by the Class A members and three appointed by the Class B member. With respect to allocation of profits and losses and voting, there is no distinction between the two classes of units.

During 2008, one Class A member sold his 58.35 units to the Company for $603,510, effectively being bought out by the remaining members.

Note 6. Building Lease

The Company leases the surgery treatment center, including operating rooms, recovery rooms, and office space from a related party, OSF Healthcare System (OSF), its sole Class B member. The lease term is ten years commencing on September 1, 2000 and ending on August 31, 2010. The Company has options to renew the lease for two additional five year periods.

The Company is obligated to pay monthly "base rent" plus "additional rent". The additional rent is for taxes, insurance, and expenses attributable to the leased space plus a pro-rata share of such expenses attributable to the common areas of the building where the leased space is located. Rent expense under this lease was $530,509 and $506,308 for the years ended December 31, 2008 and 2007.

The "base rent" remained the same for the first three years of the lease term. The base rent for the subsequent years of the term is adjusted every three years based upon increases in the Consumer Price Index (CPI). The "additional rent" is adjusted annually based upon actual expenses incurred during the previous fiscal year of the lessor.

Future minimum annual rental obligations for the next two years and in the aggregate are:

Year Ending December 31,	
2009	$ 577,384
2010	384,920
	$ 962,304

Note 7. Capital Lease Obligation

Lease payable, Stryker Finance, due in monthly installments of $2,590 including interest at 0%, final payment due April, 2012. The lease obligation is collateralized by medical equipment which has a net book value of $117,960. Maturities of this obligation by year are as follows: 2009, $33,667; 2010, $31,080; 2011, $31,080; 2012, $16,735.

Note 8. Purchased Services Agreement

On January 1, 2008 the Company entered into a Purchased Services Agreement with OSF, a related party. This agreement supersedes a previous agreement, similar in nature, which was in effect through December 31, 2007. The agreement covers certain technical and maintenance services provided by OSF to the Company. Those services include infection control, risk management, radiology services, medical records, laboratory and pathology services, social services, pharmacy consultant, janitorial service, basic engineering, biomedical maintenance services, materials management, and central supplies services. For the years ended December 31, 2008 and 2007, the Company's obligation to OSF under this agreement was $86,636 and $102,164, respectively.

Conversely, the Company provided the following services to patients of OSF; bronchoscopy, endoscopy, and on-call nursing. For the years ended December 31, 2008 and 2007, OSF was obligated to the Company under this agreement for $649,864 and $650,137, respectively.

NOTES TO FINANCIAL STATEMENTS

Note 9. Concentrations of Credit Risk Arising from Cash Deposits in Excess of Insured Limits

The Company maintains its cash balances at a bank in Bloomington, Illinois. Accounts at the bank are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. However, funds in excess of a specified target balance are transferred daily into an uninsured money market fund at the bank, which invests primarily in U.S. government securities. At December 31, 2008, the Company's uninsured cash balances at the bank were $177,000. This total does not reflect deductions for outstanding checks not yet presented to the bank for payment. The Company does not believe there is a significant risk of loss to these deposits.

Note 10. Related Party Receivables and Payables

The following amounts are due from, and owed to, OSF as of December 31, 2008 and 2007 under the various agreements described in these Notes.

	2008	2007
Due from OSF (including trade receivables)	$ 67,966	$ 46,520
Due to OSF	$ -	$ 8,146

Note 11. Pension Plan

The Company established a Retirement Savings 401(k) Plan effective October 1, 2001. Employees over 21 years of age and having completed one year of service are eligible for employer discretionary contributions. The Company may elect to contribute a matching contribution equal to an employee's salary deferrals up to 4% of the employee's gross annual compensation. Employer contributions included in salaries and employee benefits expense for the years ended December 31, 2008 and 2007 were $55,068 and $46,536, respectively.

Note 12. Equipment Leases

The Company routinely leases medical equipment used in its operations under short-term cancelable leases. Payments due pursuant to those leases are expensed as incurred. Equipment rental expense for the years ended December 31, 2008 and 2007 was $195,431 and $101,618, respectively.

Note 13. Subsequent Event

The Company is presently negotiating a merger with another outpatient surgery center in Bloomington, Illinois. The Company anticipates that the merger, if approved, will be completed in 2009.

Financial Viability

Eastland Holdings, L.L.C.

This section is inapplicable to Eastland Holdings, L.L.C. as it is a new entity with no assets or liabilities. Eastland Holdings, L.L.C. will be merged into Bloomington-Normal Healthcare, L.L.C. upon completion of the transaction and will cease to exist as a separate entity.

ATTACHMENT-41

Economic Feasibility

ATTACHMENT-42

Eastland Medical Plaza Surgicenter, L.L.C.

1505 Eastland Drive
Bloomington, Illinois 61701
(309) 662-2500

Mr. Jeffrey S. Mark
Executive Director
Illinois Health Facilities Planning Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Re: Reasonableness of Financing Arrangements and Conditions of Debt Financing

Dear Mr. Mark:

We hereby attest to the following:

1. The total estimated project costs and related costs will be funded in total or in part by borrowing because borrowing is less costly than the liquidation of existing investments and the existing investments being retained may be converted to cash or used to retire debt within a 60-day period.
2. The selected form of debt financing the project will be at the lowest net cost available or if a more costly form of financing is selected, that form is more advantageous due to such terms as prepayment privileges, no required mortgage, access to additional debt, term (years) financing costs, and other factors;
3. All or part of the project involves the leasing of equipment or facilities and the expenses incurred with such leasing are less costly than constructing a new facility or purchasing new equipment.

Regards,

Authorized Representative

Notarization:
Subscribed and sworn to before me this 16 day of July, 2010

Terry A Pasquale
Signature of Notary
seal

OFFICIAL SEAL
TERRY A PASQUALE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-8-2014

ATTACHMENT-42

C: Reasonableness of Project and Related Costs

The two facilities shall continue to be operated in existing spaces that will not be modified. There is no construction, modernization or demolition of spaces involved in this project, and there is no major medical equipment included in the proposed project. As this is not a traditional construction/modernization project but rather a change of ownership, the transaction value is based on the fair market value of the entire ATSC, which is estimated to be $13,341,000. The square footage of the ATSC is 13,878 gross sq. feet

D and E: Projected Operating Costs and Total Effect of the Project on Capital Costs

Line	Projected	Post-Merger Year 1
1	Anticipated Case Volume	10,442
2	Total Capital Cost[1]	$450.403
3	Total Operating Expense	Estimated $150,000 - $300,000
4	Capital Cost per Anticipated Case Volume	$43.00
5	Operating Cost per Anticipated Case Volume	$14.37 – $28.73

ATTACHMENT 42

[1] Estimated capital costs are $150,000 - $300,000 per year. However, the actual anticipated capital costs for the first full year of operation have not been evaluated.

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Safety Net Impact Statement

This section of the application is inapplicable as the project is neither a substantive project nor a discontinuation project, but rather a change of ownership.

ATTACHMENT-43

Charity Care Information

Eastland Medical Plaza SurgiCenter L.L.C

CHARITY CARE			
	FY ending 12/31/2007	**FY ending 12/31/2008**	**FY ending 12/31/2009**
Net Patient Revenue	33,609,375	31,048,117	29,976,888
Amount of Charity Care	75,161	45,272	72,158
Cost of Charity Care	14,502	9,827	16,500

Bloomington-Normal Healthcare, L.L.C.

CHARITY CARE			
	FY ending 12/31/2007	**FY ending 12/31/2008**	**FY ending 12/31/2009**
Net Patient Revenue	0	0	0
Amount of Charity Care	0	0	0
Cost of Charity Care	0	0	0

ATTACHMENT-44

MAPQUEST.

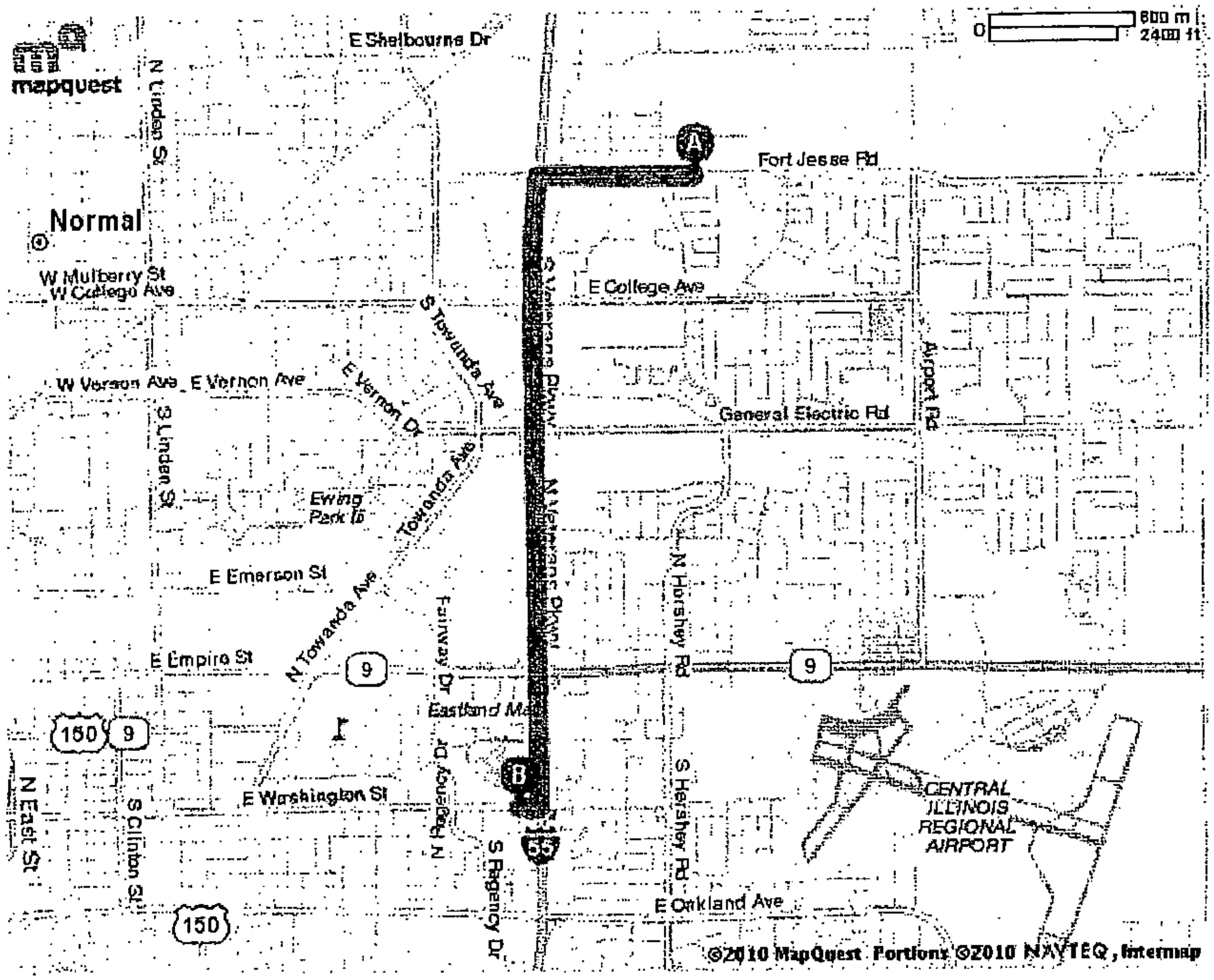
Trip to 2200 E Washington St

Bloomington, IL 61701-4364

3.32 miles - about 5 minutes

Notes

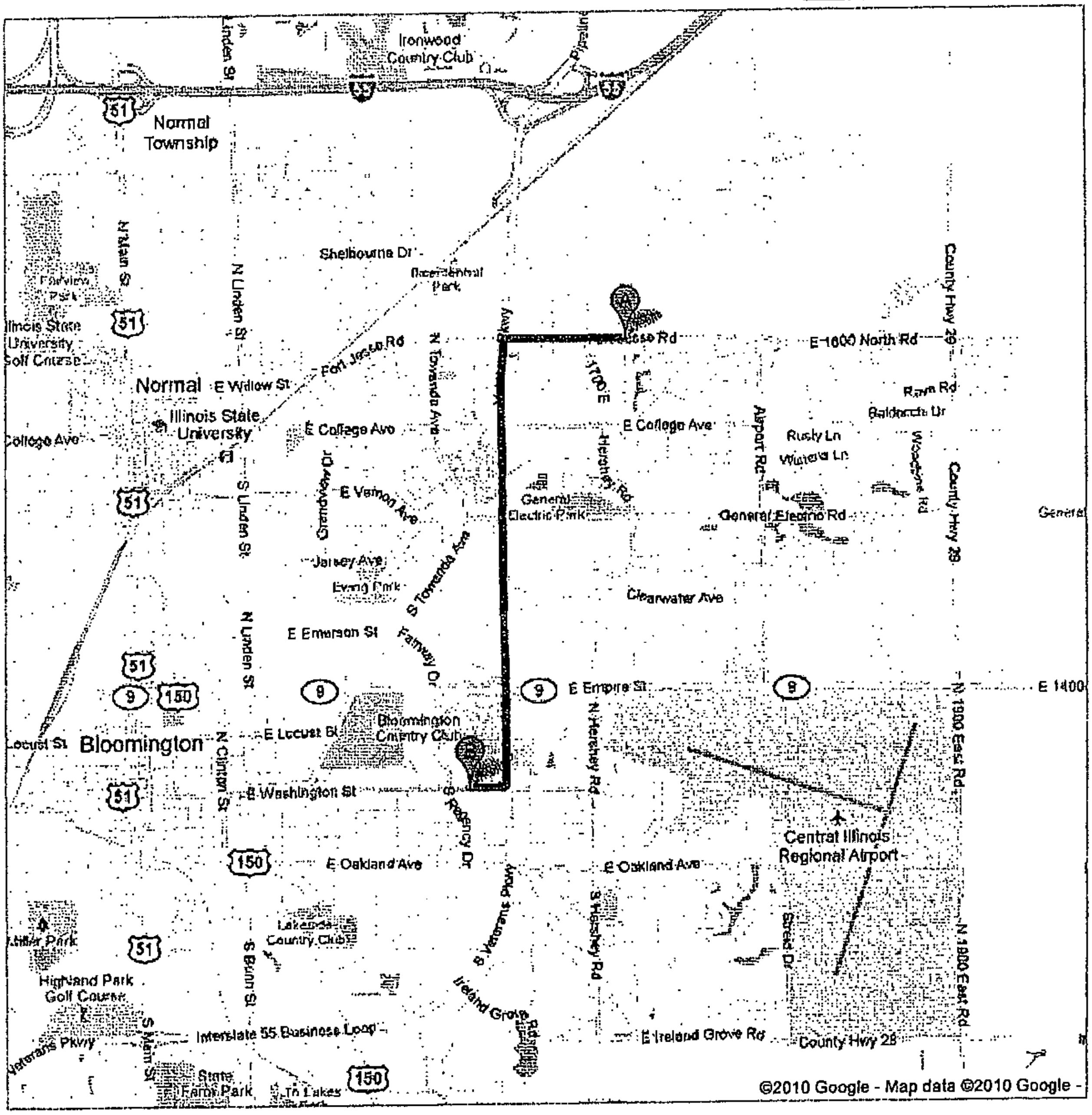
Route Map Hide



APPENDIX 1

Google maps

Directions to 2200 E Washington St, Bloomington, IL 61701
3.5 mi – about 8 mins



APPENDIX 1

2100 Fort Jesse Rd, Bloomington, IL 61704

1.	**Head west** on **Fort Jesse Rd** toward **Halsted** About 2 mins	go 0.7 mi total 0.7 mi
2.	Turn **left** at **Interstate 55 Business Loop S/Veterans Pkwy** About 6 mins	go 2.6 mi total 3.3 mi
3.	Turn **right** at **E Washington St** Destination will be on the right	go 0.2 mi total 3.5 mi

2200 E Washington St, Bloomington, IL 61701

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2010 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.

APPENDIX 1

MAPQUEST

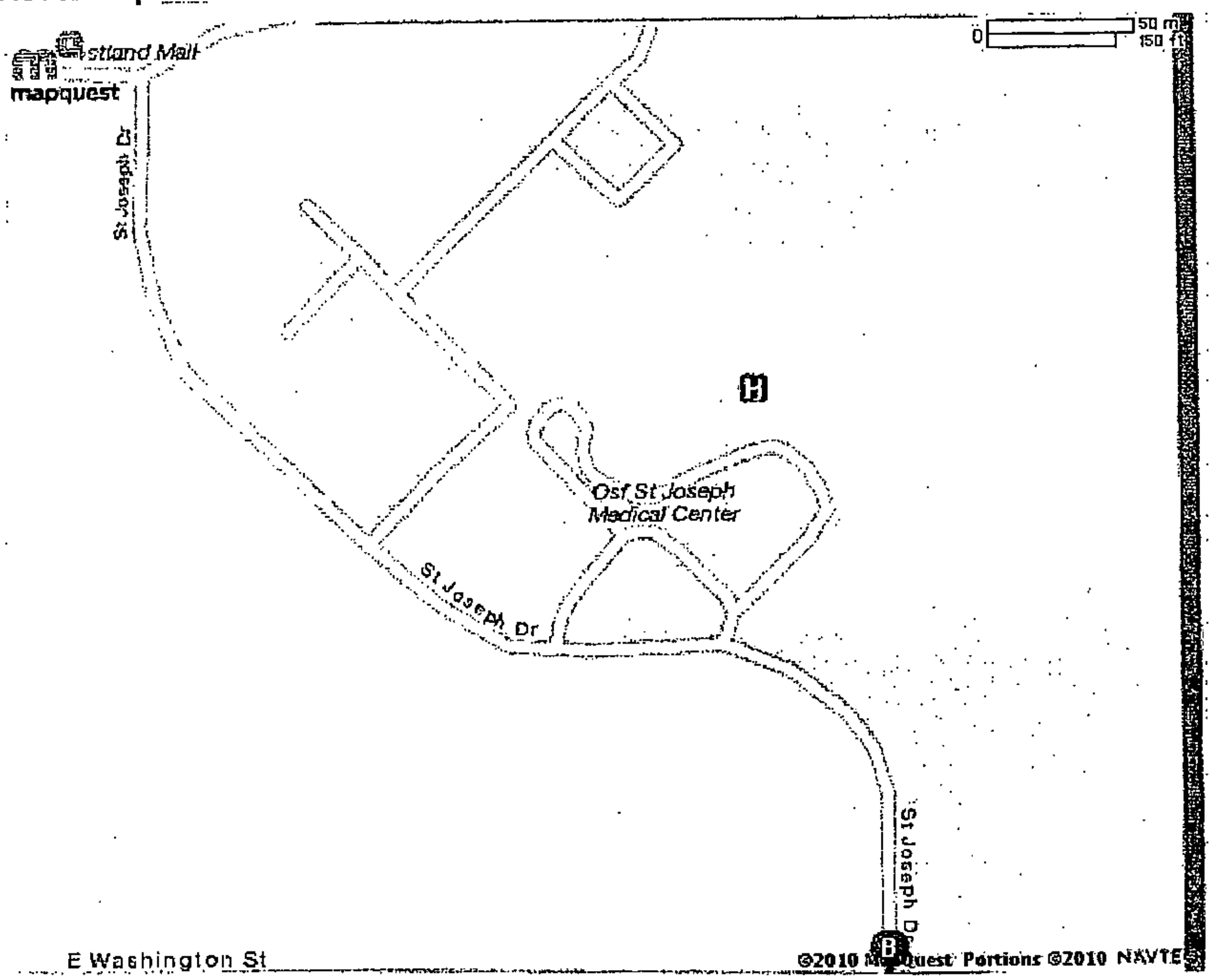
Trip to 2200 E Washington St

Bloomington, IL 61701-4364

0.61 miles - about 1 minute

Notes

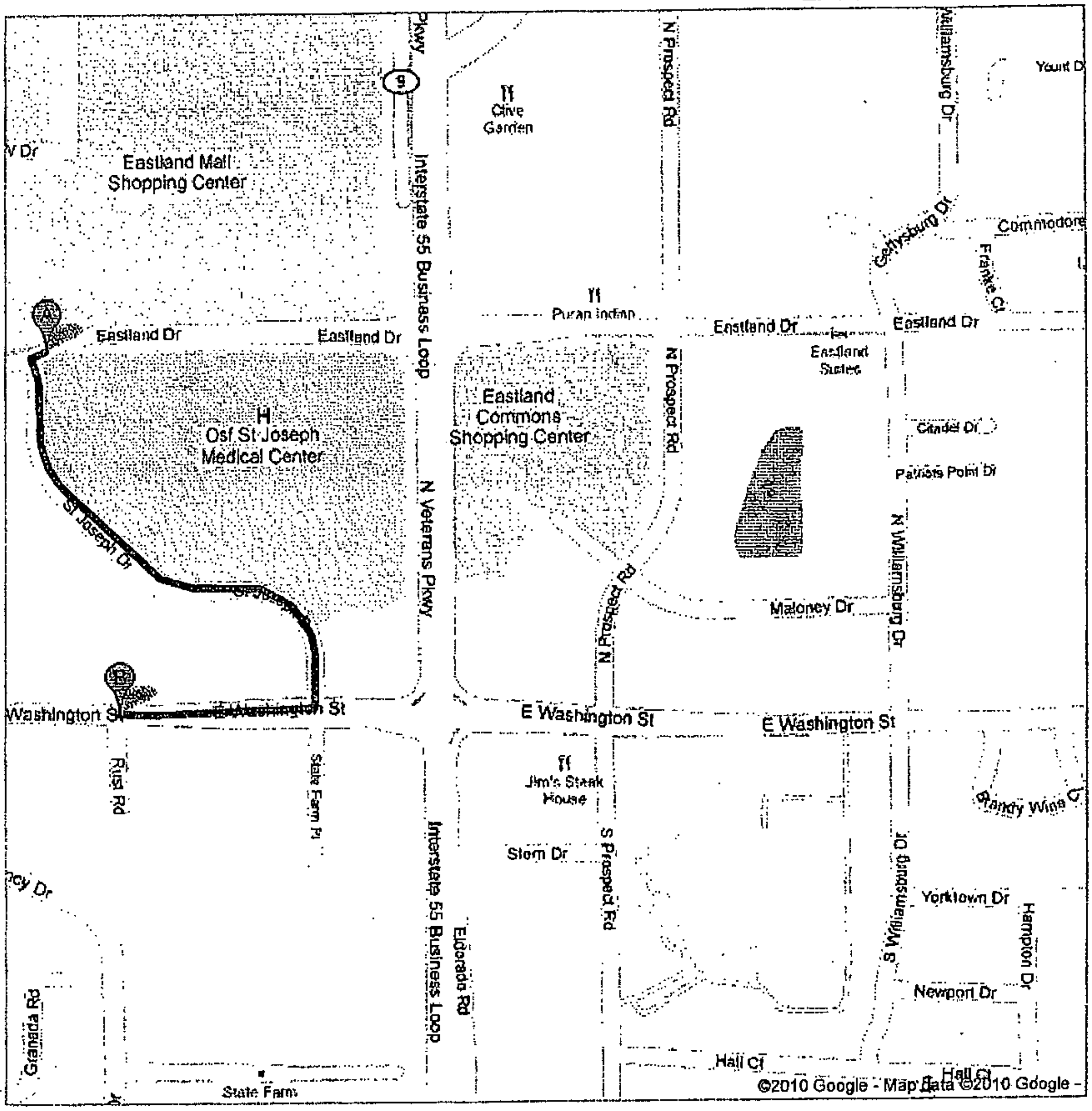
Route Map Hide



APPENDIX 1

Google maps

Directions to 2200 E Washington St, Bloomington, IL 61701
0.5 mi – about 1 min



APPENDIX 1

1505 Eastland Dr, Bloomington, IL 61701

	1. Head **west** on **Eastland Dr** toward **St Joseph Dr**	go 56 ft total 56 ft
	2. Take the 1st **left** onto **St Joseph Dr** About 1 min	go 0.4 mi total 0.4 mi
	3. Take the 1st **right** onto **E Washington St** Destination will be on the right About 1 min	go 0.1 mi total 0.5 mi

2200 E Washington St, Bloomington, IL 61701

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Bloomington, IL 61701-4364
3.32 miles - about 5 minutes

Notes

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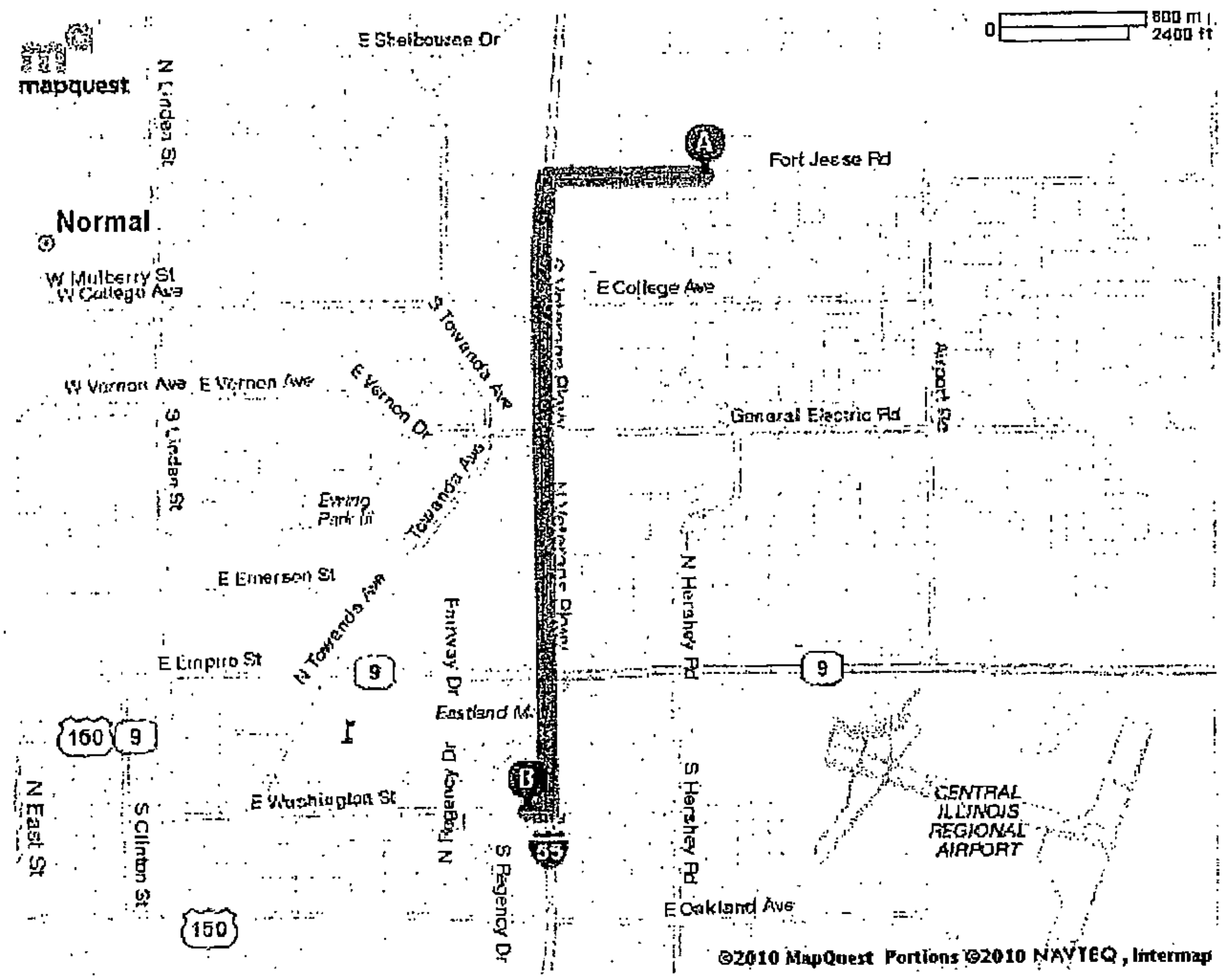
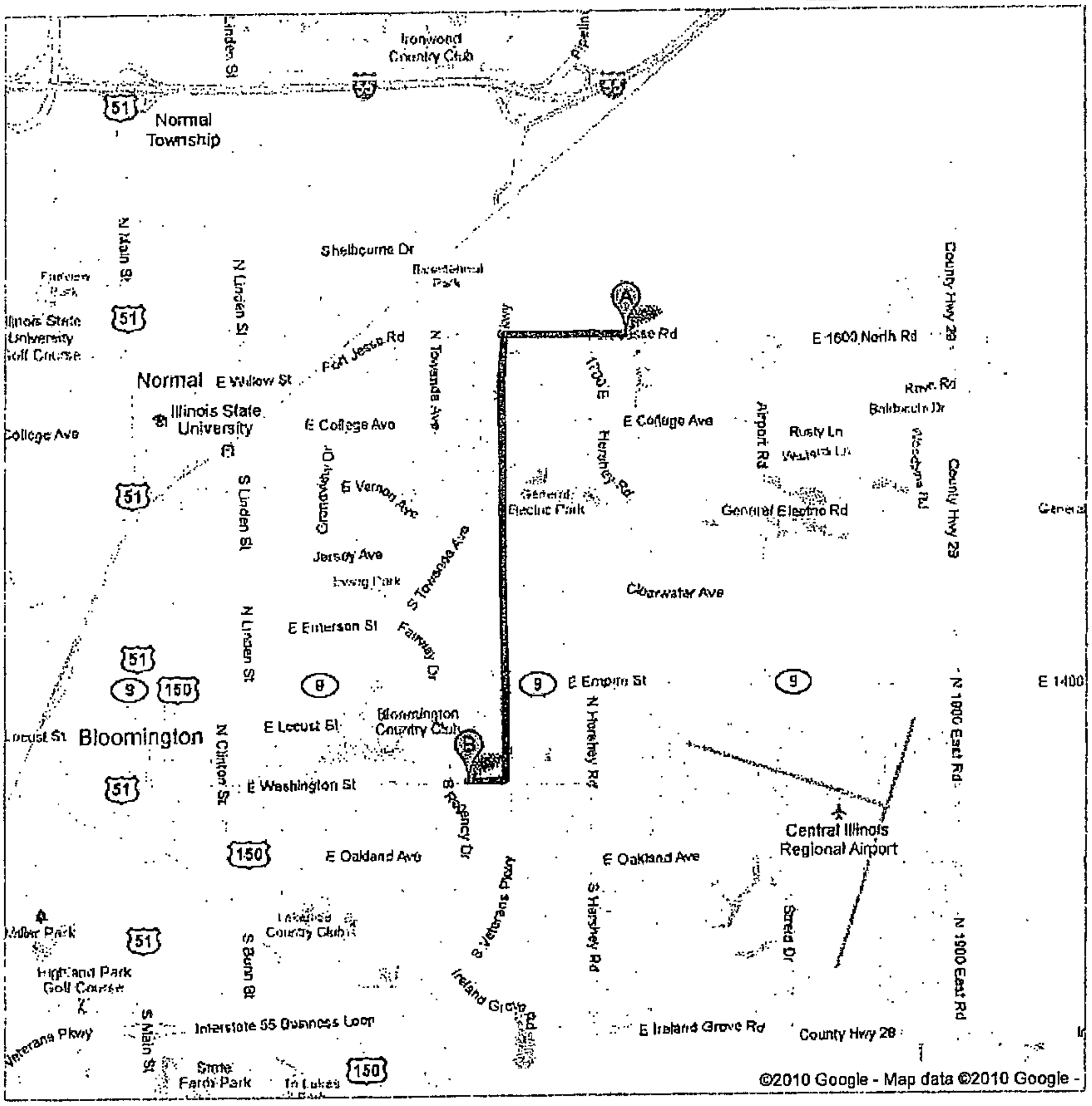


Google maps

Directions to 2200 E Washington St, Bloomington, IL 61701
3.5 mi – about 8 mins



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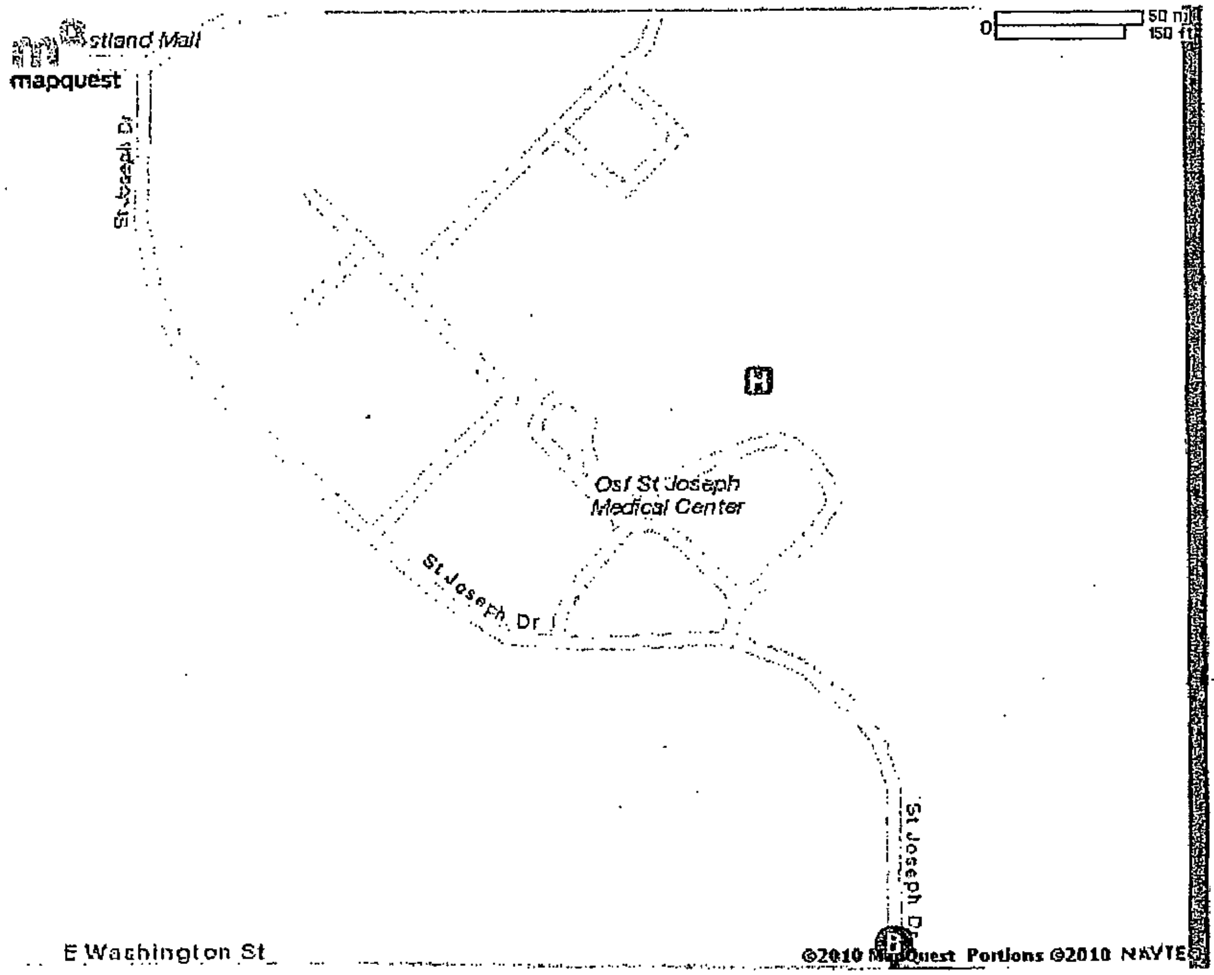

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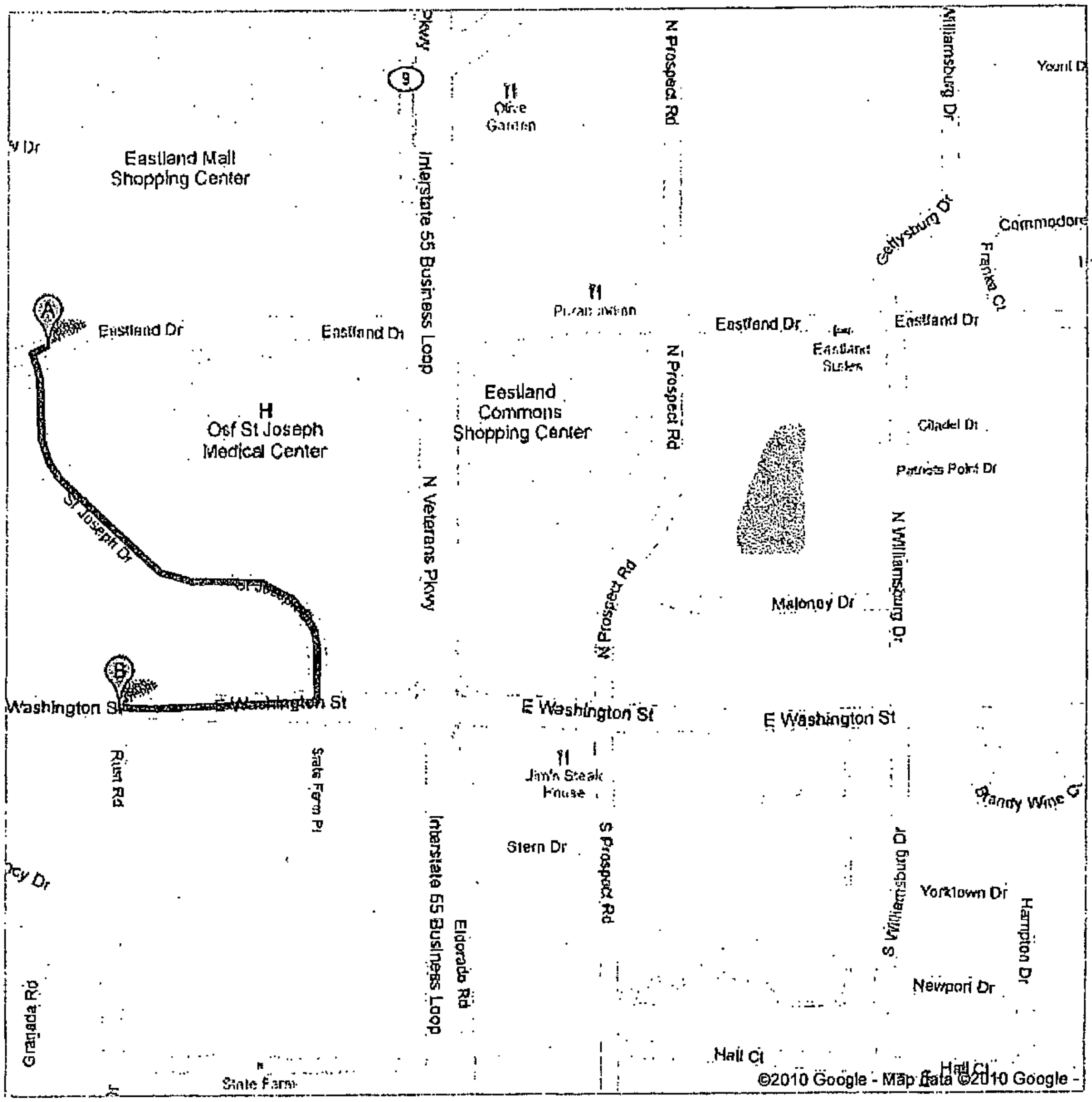

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