ORIGINAL

14-005

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

RECEIVED

FEB 03 2014

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: United Urology Center-La Grange		
Street Address: 120 North La Grange Road		
City and Zip Code: La Grange, Illinois 60525		
County: Cook	Health Service Area: 007	Health Planning Area: 031

Applicant /Co-Applicant Identification

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

Exact Legal Name: United Urology Centers LLC
Address: 10600 West Higgins Road, Suite 301, Rosemont, Illinois 60018
Name of Registered Agent: F. Bruce Cohen
Name of Chief Executive Officer: F. Bruce Cohen
CEO Address: 10600 West Higgins Road, Suite 301, Rosemont, Illinois 60018
Telephone Number: (847) 544-5877

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: Edward J. Green, Esq.
Title: Attorney
Company Name: Foley & Lardner LLP
Address: 321 North Clark Street, Suite 2800, Chicago, Illinois 60654
Telephone Number: (312) 832-4375
E-mail Address: egreen@foley.com
Fax Number: (312) 832-4700

Additional Contact

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

Name: F. Bruce Cohen
Title: Chief Executive Officer
Company Name: United Urology Centers LLC
Address: 10600 West Higgins Road, Suite 301, Rosemont, Illinois 60018
Telephone Number: (847) 544-5877
E-mail Address: fbcohen@unitedtherapies.com
Fax Number: (847) 544-5950

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: United Urology Center-La Grange
Street Address: 120 North La Grange Road
City and Zip Code: La Grange, Illinois 60525
County: Cook Health Service Area: 007 Health Planning Area: 031

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

Exact Legal Name: United Shockwave Services Ltd.
Address: 10600 West Higgins Road, Suite 301, Rosemont, Illinois 60018
Name of Registered Agent: F. Bruce Cohen
Name of Chief Executive Officer: Dr. Joel Cornfield, President
CEO Address: 10600 West Higgins Road, Suite 301, Rosemont, Illinois 60018
Telephone Number: (847) 544-5877

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.

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

Name: F. Bruce Cohen
Title: Chief Executive Officer
Company Name: United Urology Centers LLC
Address: 10600 West Higgins Road, Suite 301, Rosemont, Illinois 60018
Telephone Number: (847) 544-5877
E-mail Address: fbcohen@unitedtherapies.com
Fax Number: (847) 544-5950

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: F. Bruce Cohen
Title: Administrator
Company Name: United Shockwave Services Ltd.
Address: 10600 West Higgins Road, Suite 301, Rosemont, Illinois 60018
Telephone Number: (847) 544-5877
E-mail Address: fbcohen@unitedtherapies.com
Fax Number: (847) 544-5950

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Kidney Stone Real Estate LLC
Address of Site Owner: 10600 West Higgins Road, Suite 301, Rosemont, Illinois 60018
Street Address or Legal Description of Site: 120 North La Grange Road **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: United Shockwave Services Ltd.

Address: 10600 West Higgins Road, Suite 301, Rosemont, Illinois 60018

☐	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.
- **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)**. **[NOT APPLICABLE]**

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. **[NOT APPLICABLE]**

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:

☐ Substantive

☒ Non-substantive

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.

United Urology Centers LLC (the "Seller"), United Shockwave Services Ltd. (the "Purchaser," and collectively with the Seller, the "Applicants"), hereby seek a Certificate of Need ("CON") from the Illinois Health Facilities and Services Review Board (the "Review Board") to allow consummation of the proposed transaction (the "Transaction") set forth in that certain Asset Transfer Agreement (the "Asset Transfer Agreement"), a copy of which is attached at ATTACHMENT 19, executed by the Seller and the Purchaser.

The proposed Transaction contemplates a 100% change in the ownership of the single-specialty ambulatory surgical treatment center located at 120 North LaGrange Road in LaGrange, Illinois, 60525, and commonly known as the United Urology Center – LaGrange (the "Surgery Center").

The Seller and the Purchaser are affiliates and have been widely recognized as the market leaders in the use of extracorporeal shockwave lithotripsy ("ESWL") for the treatment of kidney stones.

Both the Seller and the Purchaser were originally organized by Dr. Donald M. Norris ("Dr. Donald Norris") and Dr. Marc A. Rubenstein ("Dr. Rubenstein") in 1986. Dr. Donald Norris has been practicing urology in the State of Illinois since 1966. Dr. Rubenstein began practicing urology in the State of Illinois in 1977. In essence, the Seller owns and operates several ESWL facilities and the Purchaser is the professional medical corporation that provides the technical and professional services at the Illinois ESWL facilities owned and operated by the Seller.

The Seller's first center in Park Ridge, Illinois quickly developed into one of the leading ESWL facilities in the Chicago metropolitan area. Since its inception, the Seller has expanded its service locations, and today is one of the busiest ESWL providers in Illinois and across the nation.

In terms of this CON Application, the Seller opened an ESWL facility in LaGrange, Illinois (the "LaGrange Facility") in 1995. In 2010, the Seller filed a CON Application with the Review Board to convert the LaGrange Facility to a licensed ambulatory surgical treatment center (known as Project No. 10-070) because of changes in the federal reimbursement rules and regulations concerning "under-arrangement" relationships between providers such as the Seller and local area hospitals, which effectively prevented the LaGrange Facility from treating Medicaid and Medicare patients. The Review Board unanimously approved Project No. 10-070 and the LaGrange Facility completed the necessary steps to convert and establish the Surgery Center in 2011.

After nearly 90 aggregate years of practice, Dr. Donald Norris and Dr. Rubinstein have decided to retire from the practice of medicine, thereby necessitating ownership and medical direction changes at the Purchaser (which is a medical group), the Seller, and the other related, non-licensed entities owned and/or controlled by Dr. Donald Norris and Dr. Rubinstein. To that end, Dr. Donald Norris transferred his ownership in the Purchaser to Dr. Joel Cornfield and Dr. Jeffrey Norris (the son of Dr. Donald Norris) a few weeks ago. Dr. Rubinstein intends to transfer his interest in the Purchaser as soon as Dr. Charles Durkee, currently licensed in Wisconsin,

gets licensed in the State of Illinois. It should be noted that Dr. Donald Norris and Dr. Rubenstein have already sold their minority interests in the Seller and their interests in their other related, non-licensed entities as part of their respective retirements a few weeks ago.

The proposed Transaction (which is the last step/phase of the various retirement related transactions) is projected to be completed by March 31, 2014 (assuming the Review Board approves this CON Application prior to March 31, 2014) in order to accommodate the retirement of Dr. Rubenstein and to effectuate a change of ownership at the Surgery Center.

The Project has been classified as non-substantive because it proposes a change of ownership which constitutes a facility conversion pursuant to 77 Ill. Admin. Code 1110.40(b).

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 Space Lease			
Other Costs To Be Capitalized	$728,000	$0	$728,000
Acquisition of Building or Other Property (excluding land)			
TOTAL USES OF FUNDS	**$728,000**	**$0**	**$728,000**
SOURCE OF FUNDS	**CLINICAL**	**NONCLINICAL**	**TOTAL**
Cash and Securities (Seller Note)	$728,000	$0	$728,000
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (Fair Market Value of Space Lease)			
Governmental Appropriations			
Grants			
Other Funds and Sources			
TOTAL SOURCES OF FUNDS	**$728,000**	**$0**	**$728,000**

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: $_____
Fair Market Value: $_____

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 $0.

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): Assuming the Review Board approves this CON Application prior to March 31, 2014, the projected closing date would be **March 31, 2014**. If the Review Board does not approve this CON Application prior to March 31, 2014, the projected closing date would be June 30, 2014.

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: Yes. All applicable reports have been submitted.
☐ 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. [NOT APPLICABLE]**

		Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
Dept. / Area	**Cost**	**Existing**	**Proposed**	**New Const.**	**Modernized**	**As Is**	**Vacated Space**
Non-Hospital Based Ambulatory Surgical Treatment Center – Clinical/Reviewable Portions							
Non-Hospital Based Ambulatory Surgical Treatment Center – Non Clinical/Non Reviewable Portions							
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**.

FACILITY NAME: United Urology Center – La Grange		**CITY: La Grange, Illinois**			
REPORTING PERIOD DATES:		**From:**	**1/1/2012**	**to: 12/31/2012**	
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) -- ASTC	1 Operating Room	1,349 Surgeries/ Procedures			1 Operating Room
TOTALS:	**1 Operating Room**	**1,349 Surgeries/ Procedures**			**1 Operating Room**

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

SIGNATURE

F. Bruce Cohen
PRINTED NAME

Chief Executive Officer
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 22 day of JAN 2014

Signature of Notary

Seal

MARY K CISNEROS
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
October 24, 2016

SIGNATURE

Patti Murphy
PRINTED NAME

Vice President, Clinical Operations
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 22 day of JAN 2014

Signature of Notary

Seal

MARY K CISNEROS
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
October 24, 2016

*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 United Shockwave Services Ltd.* 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

Dr. Joel Cornfield
PRINTED NAME

President
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 22 day of JAN 2014

Signature of Notary

Seal

MARY K CISNEROS
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
October 24, 2016

SIGNATURE

Dr. Jeffrey Norris
PRINTED NAME

Vice President
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 22 day of JAN 2014

Signature of Notary

Seal

MARY K CISNEROS
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
October 24, 2016

*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 ATTACHMENT-19, 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:**

$728,000	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;
_____	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.
$728,000	**TOTAL FUNDS AVAILABLE**	

APPEND DOCUMENTATION AS ATTACHMENT-36, 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. **"A" Bond rating or better**
2. **All of the projects capital expenditures are completely funded through internal sources**
3. **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**
4. **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-37, 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.

Provide Data for Projects Classified as:	**Category A or Category B (last three years)**			**Category B (Projected)**
Enter Historical and/or Projected Years:				
Current Ratio				
Net Margin Percentage				
Percent Debt to Total Capitalization				
Projected Debt Service Coverage				
Days Cash on Hand				
Cushion Ratio				

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 38, 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).

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE

Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Cost/Square Foot Mod.	Gross Sq. Ft. New	Gross Sq. Ft. Circ.*	Gross Sq. Ft. Mod.	Gross Sq. Ft. Circ.*	Const. $ (A x C)	Mod. $ (B x E)	
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 completion.

APPEND DOCUMENTATION AS ATTACHMENT-39, 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-40, 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-41, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Section I
Attachment 1
Applicant Identification

The Certificate of Good Standing for United Urology Centers LLC is attached at ATTACHMENT 1.

The Certificate of Good Standing for United Shockwave Services Ltd. is attached at ATTACHMENT 1.

File Number 0068665-4

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

UNITED UROLOGY CENTERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON MARCH 21, 2002, 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 FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS 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* 22ND *day of* JANUARY *A.D.* 2014 .

Jesse White

SECRETARY OF STATE

Authentication #: 1402200678

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

ATTACHMENT 1

File Number 5411-071-5

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

UNITED SHOCKWAVE SERVICES, LTD., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JANUARY 16, 1986, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 22ND *day of* JANUARY *A.D.* 2014 .

Jesse White

SECRETARY OF STATE

Authentication #: 1402200696

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

ATTACHMENT 1

Section I
Attachment 2
Site Ownership

A copy of the current Lease Agreement between United Urology Centers LLC (the "Seller") and Kidney Stone Real Estate (the "Landlord"), dated January 1, 2002, as amended, is attached at ATTACHMENT 2.

A copy of the proposed Sublease between the Seller and United Shockwave Services Ltd. (the "Purchaser") is attached at ATTACHMENT 2.

It should be noted that the Seller and the Purchaser are affiliates and that the Seller has an ownership interest in the Landlord.

USS- UUC SUBLEASE

This SUBLEASE is made as of January 8, 2014, by and between United Urology Centers, LLC, a Delaware limited liability company having an address at 120 N. La Grange Road, La Grange, Illinois ("Sublessor") and United Shockwave Services Limited, an Illinois medical corporation having an address at 120 N. La Grange Road, La Grange, Illinois ("Sublessee").

RECITALS:

A. Pursuant to that Lease dated as of January 1, 2002, as amended by a letter agreement dated as of September 25, 2006, a letter agreement dated as of September 20, 2010 and a Third Amendment to Lease Agreement dated as of November 20, 2013 by and between Kidney Stone Real Estate, L.L.C., as "Landlord" ("Prime Lessor") and Sublessor, as "Lessee" (such lease, as so amended, and all renewals, modifications and extensions thereof are hereinafter collectively referred to as the "Prime Lease"), a true and complete copy of which is attached hereto as **Exhibit A**, whereby Sublessor leases approximately 3,934 square feet of rentable space located in the building known as and numbered 120 N. La Grange Road, La Grange, Illinois (the "Building") (all as more particularly described in the Prime Lease, the "Premises");

B. Sublessee desires to sublease the entire Premises from Sublessor and Sublessor is willing to sublease the same, all on the terms and conditions hereinafter set forth; and

C. Sublessor and Sublessee have entered into an Asset Transfer Agreement dated as of January 8, 2014, under which Sublessor shall transfer Surgery Center Assets (as hereinafter defined) to Sublessee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Sublease of Premises. For the rent and upon the terms and conditions herein, Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor, the entire Premises. During the Term hereof, Sublessee shall have access to the Premises and the parking lots adjacent to the Building twenty-four (24) hours a day, seven (7) days a week, subject to the terms of this Sublease.

2. Term. The term (the "Term") of this Sublease shall commence upon the date (the "Commencement Date") that is the later of the date on which each of the following conditions has been satisfied: (a) the Consent Contingency (as hereinafter defined) has been satisfied, (b) the Sublease has been fully executed by Sublessor and Sublessee, and (c) Sublessor has transferred Surgery Center Assets pursuant to that certain Asset Transfer Agreement between Sublessor and Sublessee dated as of January 8, 2014, which agreement shall be effective within thirty days after approval by the Illinois Health Facilities Planning Board of the transfer of the surgery center to Sublessee. For purposes of this section, the definition of Surgery Center Assets set forth in the Asset Transfer Agreement must apply. The Sublease shall expire at 11:59 p.m. on December 31, 2026, or such earlier date upon which said Term may expire, be canceled or be

terminated pursuant to any of the terms or provisions of the Prime Lease, this Sublease or applicable law (the "Expiration Date").

3. Rent. Sublessee shall pay to Sublessor as base rent (the "Base Rent") the same Base Rental amounts payable by Sublessor as "Lessee" under the Prime Lease. In addition, Sublessee shall pay as additional rent 100% of amounts from time to time payable by Sublessor as "Lessee" to Prime Lessor as "Lessor" under Article 2(c) of the Prime Lease in respect of Taxes. Base Rent and additional rent shall sometimes be referred to as "Rent" herein. All Rent shall be due and payable in monthly installments in advance on the first day of each calendar month, without demand, deduction, counterclaim or setoff. Rent for any partial month shall be prorated and paid on the first day of such month. If Sublessor receives a rent abatement, rent credit or partial rent abatement or credit as tenant under the Prime Lease, Sublessee shall be entitled to a corresponding and proportional abatement or partial abatement of Rent payable by Sublessee under this Sublease.

The Base Rent and additional rent due hereunder have been determined by the parties through good faith arms-length bargaining to be the fair market rental value of the Premises for the period the Premises are subleased hereunder. For purposes of this paragraph, the term "fair market rental value" means the value of the Premises for general commercial purposes, not taking into account its intended use. The Base Rent and additional rent due hereunder have not been determined in any manner that takes into account the volume or value of any potential referrals between the parties. No amount paid hereunder is intended to be, nor shall it be construed to be, an inducement or payment for referral of parties by Sublessor to Sublessee or by Sublessee to Sublessor. The Base Rent and additional rent due hereunder do not include any discount, rebate, kickback or other reduction in charge and the Base Rent and additional rent due hereunder are not intended to be, nor shall they be construed to be, an inducement or payment for referral of patients by Sublessor to Sublessee or by Sublessee to Sublessor.

4. Utilities. Sublessee shall pay the applicable utility company any and all fees and charges relating to any utility service provided to the Premises during the term of the Sublease that are not otherwise payable by Sublessee pursuant to Paragraph 8 of the Prime Lease, as under the Prime Lease such amounts are payable by the "Lessee" directly to such utility company.

5. Permitted Uses. Sublessee shall use the Premises only for the uses permitted under the Prime Lease. Notwithstanding anything in the Prime Lease or this Sublease to the contrary, Sublessee shall be responsible for ensuring the Premises comply with all applicable laws, ordinances and regulations.

6. Condition of Premises.

(a) Sublessee shall keep and maintain the Premises, the fixtures and the equipment therein clean and in good order, repair and condition, except for reasonable wear and tear and damage by fire or other casualty or condemnation.

(b) Sublessee shall make no alteration, installation, removal, addition or improvement in or to the Premises or to any other portion of the Building without the prior written consent of each of Sublessor (which consent shall not be unreasonably withheld, conditioned or delayed)

and, if required pursuant to the terms of the Prime Lease, Prime Lessor, and then only in compliance fully with the terms of this Sublease and the Prime Lease. Sublessor's consent shall not be required whenever (i) such alteration, installation, addition or improvement is non-structural and will not adversely affect any building systems, or (ii) the cost of such alteration, installation, addition or improvement is less than $50,000.

7. Insurance. Sublessee shall maintain throughout the term of this Sublease such insurance in respect of the Premises and the conduct and operation of business therein, with Sublessor and Prime Lessor listed as additional insureds, as is required of Sublessor as the "Lessee" pursuant to the terms of the Prime Lease. Sublessee shall include in all such insurance policies any clauses or endorsements in favor of Prime Lessor that Sublessor is required to provide pursuant to the provisions of the Prime Lease.

Prime Lessor, Sublessor and Sublessee each hereby waives on behalf of itself and its property insurers (none of which shall ever be assigned any such claim or be entitled thereto due to subrogation or otherwise) any and all rights of recovery, claim, action, or cause of action against the other, its agents, officers, servants, partners, shareholders, contractors or employees for any loss or damage that may occur to the Building or the Premises, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other cause or origin, which is insured against under any property insurance policy actually being maintained from time to time, even if not required hereunder, or which would be insured against under the terms of any so-called "all risk" or "broad form" policy of property insurance, whether or not such insurance coverage is actually being maintained and regardless of the cause or origin, including in every instance negligence by the other party hereto, its agents, officers, partners or employees. Prime Lessor, Sublessor and Sublessee each agrees to cause appropriate clauses to be included in its property insurance policies necessary to implement the foregoing provisions. By consenting to this Sublease, Prime Lessor agrees to be bound by the terms of this Paragraph 7.

8. Indemnification.

(a) Sublessee agrees to protect, defend (with counsel reasonably approved by Sublessor), indemnify and hold Sublessor and their respective officers, agents and employees harmless from and against any and all liabilities, claims, suits, demands, judgments, costs, losses, interest and expenses (except to the extent arising from any negligence or willful misconduct of Prime Lessor or Sublessor or their contractors, members, partners, invitees, agents or employees), to the extent arising from any bodily injury to or death of persons, or damage to property occurring or resulting from an occurrence in the Premises during the Term hereof, or from any willful misconduct or negligence on the part of Sublessee or any of its agents or employees.

(b) Sublessor agrees to protect, defend (with counsel reasonably approved by Sublessee), indemnify and hold Sublessee and its officers, agents and employees harmless from and against any and all liabilities, claims, suits, demands, judgments, costs, losses, interest and expenses (except to the extent arising from any negligence or willful misconduct of Sublessee or its contractors, members, partners, invitees, agents or employees), to the extent arising from any

bodily injury to or death of persons, or damage to property, to the extent arising from the willful misconduct or negligence of Sublessor or any of its agents or employees.

9. Assignment or Subletting. Notwithstanding anything in the Prime Lease or this Sublease to the contrary, Sublessor's consent shall not be required for a proposed assignment of this Sublease or subletting of the Premises to an entity (1) that controls, is controlled by or is under common control with Sublessee, (2) that acquires all or substantially all of Sublessee's assets, stock or membership interests, or (3) that merges or consolidates with Sublessee; provided, however, that (y) Sublessor and Sublessee will notify Prime Lessor of any such assignment or sublease prior to its effective date, and provide Prime Lessor with any information it reasonably requests with regard thereto, and (z) any such assignee or sublessee will be jointly and severally liable with Sublessor and Sublessee for all of the terms of the Prime Lease and this Sublease.

10. Primacy and Incorporation of Prime Lease.

(a) This Sublease is and shall be subject and subordinate to the Prime Lease and Sublessor purports hereby to convey, and Sublessee takes hereby, no greater rights than those accorded to or taken by Sublessor as "Lessee" under the terms of the Prime Lease. Sublessee covenants and agrees that it will perform and observe all of the provisions contained in the Prime Lease to be performed and observed by the "Lessee" thereunder to the extent incorporated herein, as applicable to the Premises, other than the payment of rent; provided, however, Sublessee will pay Rent to Sublessor as provided for in Section 3 of this Sublease. Notwithstanding the foregoing, Sublessee shall have no obligation to (i) cure any default of Sublessor under the Prime Lease unless caused by Sublessee's default under this Sublease, (ii) perform any obligation of Sublessor under the Prime Lease which arose prior to the Commencement Date and Sublessor failed to perform, (iii) repair any damage to the Premises caused by Sublessor, (iv) remove any alterations or additions installed within the Premises prior to the Commencement Date, (v) indemnify Sublessor or Prime Lessor with respect to any negligence or willful misconduct of Sublessor, its agents, employees or contractors, or (vi) discharge any liens on the Premises or the Building that arise out of any work performed, or claimed to be performed, by or at the direction of Sublessor, except work to be undertaken at Sublessee's expense. Except to the extent inconsistent with the context hereof, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Prime Lease. Notwithstanding the foregoing, for purposes of this Sublease, as to such incorporated terms, covenants and conditions:

(i) references in the Prime Lease to "Lessor" and to "Lessee" shall be deemed to refer to "Sublessor" and "Sublessee" hereunder, respectively, except that where the term "Landlord" is used in the context of ownership or management of the entire Building, such term shall be deemed to mean only "Prime Lessor;"

(ii) references in the Prime Lease to "this Lease" shall be deemed to refer to "this Sublease" (except when such reference in the Prime Lease is, by its terms (unless modified by this Sublease), a reference to any other section of the Prime Lease, in which event such reference shall be deemed to refer to the particular section of the Prime Lease); and

(iii) references in the Prime Lease to the "Base Rental" and "rent" shall be deemed to refer to the "Base Rent" and "Rent," respectively, as defined hereunder.

(b) Notwithstanding anything to the contrary contained in this Sublease (including, without limitation, the provisions of the Prime Lease incorporated herein by reference), Sublessor makes no representations or warranties whatsoever with respect to the Premises, this Sublease, the Prime Lease or any other matter, either express or implied, except as expressly set forth herein, except further that Sublessor represents and warrants, as of the date of execution hereof, (i) that it is the holder of the interest of the "Lessee" under the Prime Lease and said interest is not the subject of any lien, assignment, conflicting sublease, or other hypothecation or pledge, (ii) that the Prime Lease is in full force and effect, unmodified and constitutes the entire agreement between Prime Lessor and Sublessor in respect of the Premises, (iii) that no notices of default have been served on Sublessor under the Prime Lease which have not been cured, and (iv) to the best of Sublessor's knowledge, neither Sublessor nor Prime Lessor is in default under the Prime Lease.

11. Compliance with Prime Lease. Sublessee shall neither do nor permit anything to be done that could, after notice and failure to timely cure, if applicable, cause the Prime Lease to be terminated or forfeited by reason of any right of termination or forfeiture reserved or vested in Prime Lessor under the Prime Lease as a result of a "Lessee" default under the Prime Lease, and Sublessee shall defend, indemnify and hold Sublessor harmless from and against any and all liabilities, claims, suits, demands, judgments, costs, losses, interest and expenses (including, without being limited to, reasonable attorneys' fees and expenses) of any kind whatsoever by reason of any breach or default on the part of Sublessee by reason of which the Prime Lease is or could be so terminated or forfeited. Sublessee covenants and agrees that Sublessee will not do anything that would constitute a default under the provisions of the Prime Lease or omit to do anything that Sublessee is obligated to do under the terms of this Sublease that would constitute a default under the Prime Lease.

Sublessor covenants and agrees that Sublessor will not do anything which would constitute a default (beyond any applicable grace or cure period under the Prime Lease) under the provisions of the Prime Lease or omit to do anything Sublessor is obligated to do under the terms of this Sublease (beyond any applicable grace or cure period under the Prime Lease) which omission would constitute a default under the Prime Lease, nor shall Sublessor voluntarily surrender or terminate the Prime Lease except in accordance with the Prime Lease in the event of a casualty, nor shall it agree to modify or amend the Prime Lease in any way that will reduce the rights or increase the obligations of Sublessee under this Sublease in any material respect.

12. Brokerage. Sublessee and Sublessor represent that they have not dealt with any broker in connection with this Sublease. Each party agrees to indemnify and hold harmless the other from and against any and all liabilities, claims, suits, demands, judgments, costs, losses, interest and expenses (including, without being limited to, reasonable attorneys' fees and expenses) which the indemnified party may be subject to or suffer by reason of any claim made by any person, firm or corporation for any commission, expense or other compensation as a result of the execution and delivery of this Sublease, which is based on alleged conversations or negotiations by said person, firm or corporation with the indemnifying party.

13. Notices. All notices, consents, approvals, demands, bills, statements and requests which are required or permitted to be given by either party to the other hereunder shall be in writing and shall be governed by Paragraph 18 of the Prime Lease as incorporated herein by reference, except that the mailing addresses for Sublessor and Sublessee shall initially be those first set forth above. Communications and payments to the Prime Lessor shall be given in accordance with, and subject to, Paragraph 18 of the Prime Lease.

14. Termination of Prime Lease; Surrender. If for any reason the term of the Prime Lease shall terminate prior to the Expiration Date, this Sublease shall thereupon automatically terminate; provided, however, that Sublessor agrees that so long as Sublessee is not in default hereunder, Sublessor shall not voluntarily surrender the Prime Lease, except in accordance with rights expressly reserved to Sublessor as "Lessee" under the Prime Lease, including, without limitation, such rights as are available under Paragraph 14 of the Prime Lease in the event of a casualty.

Upon the expiration or termination of this Sublease, whether by forfeiture, lapse of time or otherwise, or upon the termination of Sublessee's right of possession, Sublessee shall (a) remove (and restore any damage resulting from such removal) any and all of Sublessee's movable personal property and (b) at once surrender and deliver the Premises in the condition and repair required by, and in accordance with the provisions of, this Sublease.

15. Complete Agreement. This Sublease (and the Prime Lessor's Consent) constitutes the entire agreement between the parties and there are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Sublease which are not fully expressed in this Sublease. This Sublease cannot be changed or terminated orally or in any manner other than by a written agreement executed by both parties. This Sublease shall not be binding upon either party unless and until it is signed and delivered by and to both parties. This Sublease may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

16. Consent of Prime Lessor. Notwithstanding anything to the contrary in the Prime Lease or this Sublease, the effectiveness of this Sublease is subject to and conditioned upon the written approval hereof and consent hereto by Prime Lessor (the "Consent Contingency").

17. Limitation of Liability. No director, officer, shareholder, employee, adviser or agent of Sublessor or Sublessee shall be personally liable in any manner or to any extent under or in connection with this Sublease. Notwithstanding any provision of this Sublease to the contrary (including, without limitation, any indemnification provision), in no event shall Sublessor, Sublessee or any of their directors, officers, shareholders, employees, advisers or agents be responsible for interruption or loss of business, income or profits, or any other consequential, indirect or special damages.

18. Compliance with Laws. Sublessor and Sublessee agree to comply with all applicable laws, including but not limited to the Stark Law and federal Anti-Kickback Statue safe harbors.

19. Appurtenant Rights. Sublessee shall have, as appurtenant to the Premises, rights to use in common with Sublessor and others entitled thereto Sublessor's rights in driveways, walkways, hallways, stairways and passenger elevators convenient for access to the Premises and the lavatories nearest thereto. In addition, Sublessor grants Sublessee the right to use (at no additional cost to Sublessee) in common with others entitled thereto on a first come, first serve basis, the parking spaces in the lots adjacent to the Building.

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

SUBLESSOR

UNITED UROLOGY CENTERS, LLC

By: _____
Name: F. Bruce Colen
Title: CEO

SUBLESSEE

UNITED SHOCKWAVE SERVICES LIMITED

By: _____
Name: JOEL CORNFIELD MD
Title: PRESIDENT

EXHIBIT A

PRIME LEASE

LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into this 1st day of January, 2002, by and between Kidney Stone Real Estate, an Illinois Limited Liability Company (the "Lessor") and United Urology Centers, LLC, a Delaware limited liability company, (the "Lessee").

WHEREAS, Lessor desires to lease to Lessee approximately 3,934 square feet on the premises located at 120 N. La Grange Road, La Grange, Illinois (the "Premises") and Lessee desires to lease the Premises to Sublessee and Sublessee desires to enter into such a sublease;

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

1. Term: The term of this Lease shall be for sixty (60) months commencing on January 1, 2002 and ending on December 31, 2006. (hereinafter referred to as the "Termination Date"), unless sooner terminated as provided herein.

2. Rent. Lessee shall pay Lessor, at Lessor's office at Parkside Urologic Centers, 1875 W. Dempster Street, Suite 385, Park Ridge, Illinois 60068, or at such other place as Lessor may from time to time designate in writing, the following amounts:

   (a) Base Rental. The annual sum of Sixty Nine Thousand Forty Four Dollars ($69,044) payable monthly in advance and in installments of Five Thousand Six Hundred Forty One Dollars ($5,641) during the Term.

   (b) Rent Adjustments. Lessor and Lessee agree that the Base Rental shall be adjusted Six Percent (6%) on an annual basis throughout the Term of this Lease.

   (c) Taxes. Lessee shall pay 100% of the Real Estate taxes for the Premises.

3. Use: Lessee shall use and occupy the premises for the purpose of providing medical services on an outpatient basis. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.

4. Care and Maintenance of Premises: Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall at his own expense and at all times, maintain the premises in good and safe condition, including roof, plate glass, electrical wiring, plumbing and heating installations, snow removal, and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received normal wear and tear excepted. Lessee shall be responsible for all repairs required including roof repairs, excepting exterior walls and structural foundations which shall be maintained by Lessor. Lessee shall also maintain in good conditions such portions adjacent to the premises such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor. Lessee is responsible for the costs which are reimbursable by Lessor to the owner of the parking lot South of and adjoining the Property for repairing, maintaining, plowing and keeping clean said parking lot.

5. Alterations. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in to or about the premises.

ATTACHMENT
2

6. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

7. Assignment and Subletting: Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonable withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

8. Utilities. All applications and connections for necessary utility service on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become sue, including those for sewer, waste, gas, electricity and telephone services.

9. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises hereunder.

10. Possession. If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not e liable for any damage caused thereby; not shall this lease be voice or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate his lease if possession is not delivered with in five days of the commencement of the term hereof.

11. Indemnification of Lessor: Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

12. Insurance. Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage. All insurance policies shall include the Lessor, Kidney Stone Real Estate, LLC as an additional insured thereunder.

13. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vest pursuant to such taking. The rent, and any additional rent, shall be apportioned as the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

14. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, form any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing g governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises.

If such repairs cannot be made within said sixty (60) days, Lessor at his option, may make the same within a reasonable time, this lese continuing in effect with the rent proportionally abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

15. Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within thirty (30) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within thirty days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than ninety (90) days notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, without extinguishing Lessee's liability. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

16 Attorney's Fees. In the case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

17. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

18. Notices. Any notice which either party may or is required to give, shall be given by mailing to Lessee at the premises or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

19. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns, and successors in interest to the parties.

20. Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for two additional terms of sixty (60) month s commencing at the expiration of the initial lease term. The option shall be exercised by written notice given to the Lessor not less than ninety (90) days prior to the expiration of the initial lease term. If notice is not given in the manner provided therein within the time specified, this option shall expire.

21. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

22. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by both parties.

ATTACHMENT
2

IN WITNESS WHEREOF the parties hereto have executed this Lease Agreement the date first set forth above.

LESSOR:
Kidney Stone Real Estate, LLC

By: _____
Its:

LESSEE:
United Urology Centers, LLC

By: _____
Its: MGR

ATTACHMENT
2

United Shockwave Therapies

1111 E. TOUHY AVENUE, SUITE 240
DES PLAINES, IL 60018
P 847.544.5987
F 847.544.5955

WWW.UNITEDSHOCKWAVE.COM

September 25, 2006

Kidney Stone Real Estate, L.L.C.
1111 East Touhy Avenue, Suite 240
Des Plaines, Illinois 60018

Re: Lease dated January 1, 2002 ("Lease"), by Kidney Stone Real Estate, L.L.C. ("Lessor") and United Urology Centers, LLC ("Lessee") for the 3,934 square-foot premises located at 120 N. La Grange Rd., La Grange, Illinois ("Premises").

By this letter agreement ("Agreement"), Lessor and Lessee agree that Lessee has properly and timely exercised its option to renew the Term of the Lease as provided in paragraph 20 of the Lease. As a result, the "Term" of the Lease is extend for an additional sixty (60) months and will expire on December 31, 2011.

Paragraph 2(b) of the Lease is hereby deleted and substituted with the following:

> "Rent Adjustments. Lessor and Lessee agree that the Base Rental shall be increased by Six Percent (6%) on an annual basis throughout the Term of this Lease (including any renewal periods thereof), which increase may be made by Lessor on September 1 of each year or on such other date as Lessor may choose, in its reasonable discretion."

Paragraph 2(c) of the Lease is hereby deleted and substituted with the following:

> "Taxes. Lessee shall pay One Hundred Percent (100%) of all real estate taxes for the Premises directly to all applicable taxing authorities."

All capitalized terms used in this Agreement shall have the same meanings as set forth in the Lease, unless otherwise defined in this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

AGREED BY LESSOR:	AGREED BY LESSEE:
KIDNEY STONE REAL ESTATE, L.L.C.	UNITED UROLOGY CENTERS, LLC
By: Marc A Rubenstein	By: Julie Grego
Print Name: MARC A. RUBENSTEIN	Print Name: Julie Grego
Title: Manager	Title: COO

ATTACHMENT 2

United Urology Centers

1111 E. TOUHY AVENUE, SUITE 240
DES PLAINES, IL 60018
P 847.544.5867
F 847.544.5950

WWW.UNITEDSHOCKWAVE.COM

September 20, 2010

Kidney Stone Real Estate, L.L.C.
1111 East Touhy Avenue, Suite 240
Des Plaines, Illinois 60018

Re: Lease dated January 1, 2002, previously extended and amended on September 25, 2006 (the "Lease"), by Kidney Stone Real Estate, L.L.C. (the "Lessor") and United Urology Centers, LLC (the "Lessee") for the premises located at 120 N. La Grange Rd., La Grange, Illinois (the "Premises")

By this letter agreement (this "Agreement"), Lessor and Lessee agree that Lessee has properly and timely exercised its option to renew the Term of the Lease as provided in paragraph 20 of the Lease. As a result, the "Term" of the Lease is extended for an additional sixty (60) months and will expire on December 31, 2016.

Paragraph 2(b) of the Lease is hereby deleted and substituted with the following:

> "Rent Adjustments. Lessor and Lessee agree that the Base Rental shall be increased by Six Percent (6%) on an annual basis throughout the Term of this Lease (including any renewal periods thereof), which increase may be made by Lessor on September 1 of each year or on such other date as Lessor may choose, in its reasonable discretion."

Paragraph 2(c) of the Lease is hereby deleted and substituted with the following:

> "Taxes. Lessee shall pay One Hundred Percent (100%) of all real estate taxes for the Premises directly to all applicable taxing authorities."

All capitalized terms used in this Agreement shall have the same meanings as set forth in the Lease, unless otherwise defined in this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

AGREED BY LESSOR:

KIDNEY STONE REAL ESTATE, L.L.C.

By: _____

Print Name: Donald Norris

Title: MLR

AGREED BY LESSEE:

UNITED UROLOGY CENTERS, LLC

By: _____

Print Name: F. Bruce Cohen

Title: COO

Section I
Attachment 3
Operating Entity/Licensee

The Certificate of Good Standing for United Shockwave Services Ltd. is attached at ATTACHMENT 1.

Section I
Attachment 4
Organizational Relationships

United Urology Centers LLC (the "Seller") is a Delaware Illinois limited liability company.

United Shockwave Services Ltd. (the "Purchaser") is an Illinois professional medical corporation.

Dr. Joel Cornfield, an Illinois resident licensed to practice medicine in the State of Illinois, owns 40% of the Purchaser's outstanding shares.

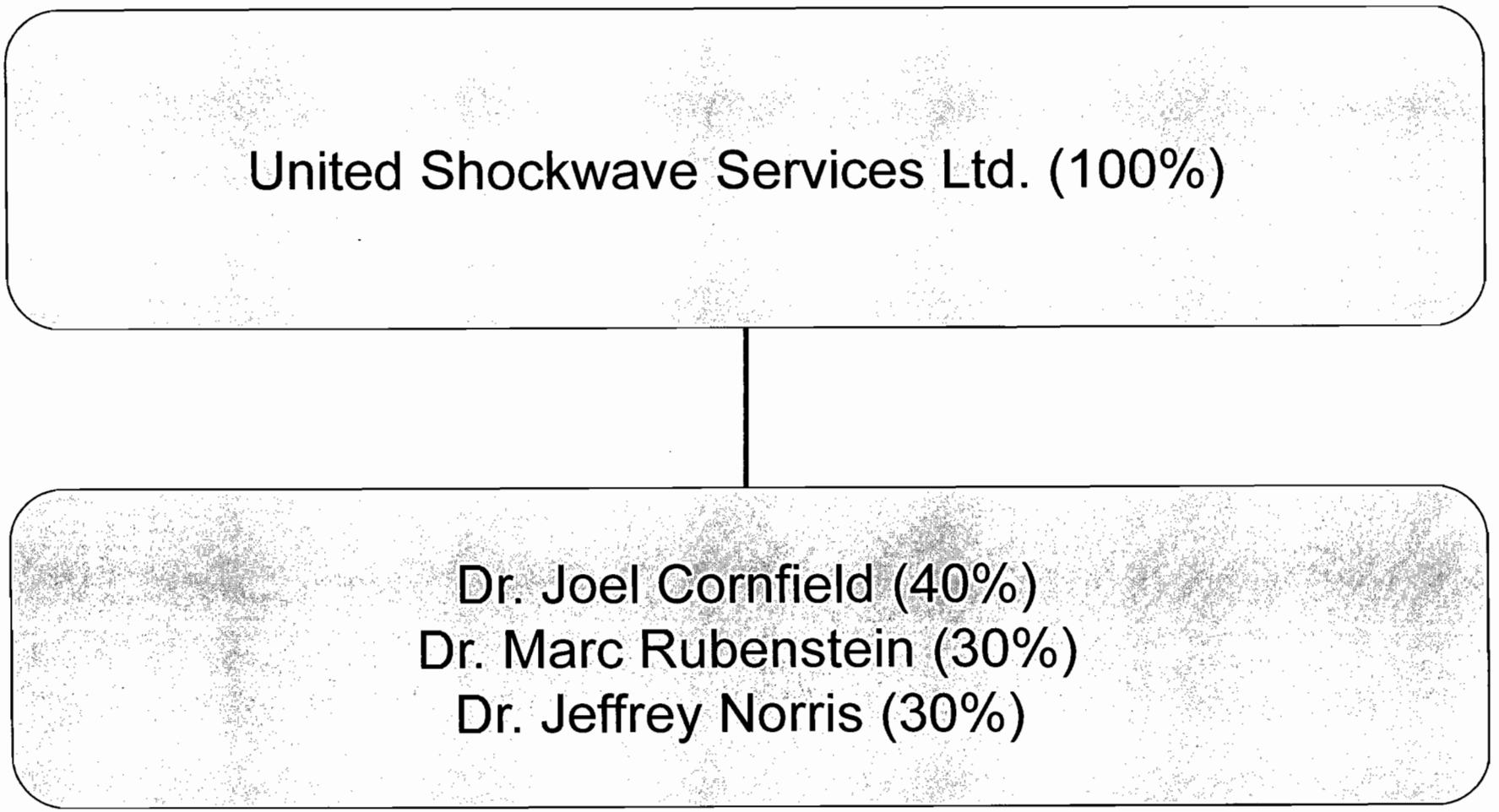
Dr. Marc Rubenstein ("Dr. Rubenstein"), an Illinois resident licensed to practice medicine in the State of Illinois, owns 30% of the Purchaser's outstanding shares. Dr. Rubenstein intends to transfer his 30% interest in the Purchaser as soon as Dr. Charles Durkee, a Wisconsin resident currently licensed to practice medicine in the State of Wisconsin, gets licensed in the State of Illinois.

Dr. Jeffrey Norris, an Illinois resident licensed to practice medicine in the State of Illinois, owns 30% of the Purchaser's outstanding shares.

The organizational chart for the Purchaser is attached at ATTACHMENT 4.

The Seller and the Purchaser are affiliates. In essence, the Seller owns and operates several ESWL facilities and the Purchaser is the professional medical corporation that provides the technical and professional services at the Illinois ESWL facilities owned and operated by the Seller.

Post-Transaction Ownership of United Urology Center-LaGrange



ATTACHMENT 4

Section I
Attachment 5
Flood Plain Requirements

This Project involves a change of ownership. This Project does not involve any construction or modernization. Accordingly, this criterion is not applicable.

Section I
Attachment 6
Historic Resources Preservation Act Requirements

This Project involves a change of ownership. This Project does not involve any construction or modernization. Accordingly, this criterion is not applicable.

Section I
Attachment 7
Project Costs

The total cost of the Project will be $728,000.

Section I
Attachment 8
Project Status and Completion Schedules

Assuming the Review Board approves this CON Application prior to March 31, 2014, the projected closing date for the proposed Transaction is March 31, 2014. If the Review Board does not approve this CON Application prior to March 31, 2014, the projected closing date for the proposed Transaction is June 30, 2014.

Section I
Attachment 9
Cost/Space Requirements

This Project involves a change of ownership. This Project does not involve any construction or modernization. Accordingly, this criterion is not applicable.

Section III
Attachment 11
Criterion 1110.230(a), Background of the Applicants

1a. United Urology Centers LLC (the "Seller") is a Delaware limited liability company.

1b. United Shockwave Services Ltd. (the "Purchaser") is an Illinois professional medical corporation.

1c. Dr. Joel Cornfield ("Dr. Cornfield"), an Illinois resident licensed to practice medicine in the State of Illinois, owns 40% of the Purchaser's outstanding shares. Dr. Cornfield is the President of the Purchaser. Dr. Cornfield is a board certified urologist and graduated from the University of Wisconsin School of Medicine in 1983.

1d. Dr. Marc Rubenstein ("Dr. Rubenstein") began practicing urology in the State of Illinois in 1977. Dr. Rubenstein was formerly associated with Northwest Suburban Urologists, Ltd. He received his M.D. from the University of Illinois in 1972, did his internship and surgical residency during 1972-74 at the University of Illinois and his urological residency at Washington University's Barnes Hospital during 1974-77. Dr. Rubenstein was licensed to practice medicine in the State of Illinois in 1973 and was certified by the American Board of Urology in 1977. Dr. Rubenstein was an Assistant Clinical Professor of Surgery at the University of Illinois Medical School and was an Associate Clinical Professor of Urology at Loyola Stritch School of Medicine from 1989 until 2000. Although he maintains his license to practice, Dr. Rubenstein is not currently in active practice.

1e. Dr. Rubenstein intends to transfer his 30% interest in the Purchaser as soon as Dr. Charles Durkee ("Dr. Durkee"), a Wisconsin resident currently licensed to practice medicine in the State of Wisconsin, gets licensed in the State of Illinois. Dr. Durkee is a pediatric urologist and graduated from the Indiana University School of Medicine in 1975.

1f. Dr. Jeffrey Norris ("Dr. Jeffrey Norris"), an Illinois resident licensed to practice medicine in the State of Illinois, owns 30% of the Purchaser's outstanding shares. Dr. Jeffrey Norris is the Vice President of the Purchaser. Dr. Jeffrey Norris is a board certified urologist and graduated from the Loyola University of Chicago Stritch School of Medicine in 1989.

1g. The Seller and the Purchaser are affiliates. In essence, the Seller owns and operates several ESWL facilities and the Purchaser is the professional medical corporation that provides the technical and professional services at the Illinois ESWL facilities owned and operated by the Seller.

2a. No adverse actions have been taken against any Illinois licensed facility owned and/or operated by the Seller in the last three years.

2b. The Purchaser does not currently own or operate any licensed health care facilities in Illinois. Thus, the Purchaser has had no adverse actions have been taken against any Illinois licensed facility owned and/or operated by the Purchaser in the last three years.

2c. Letters certifying the aforementioned information are attached at ATTACHMENT 11.

3. Authorization letters granting access to the Review Board and the Illinois Department of Public Health to verify information about the Seller and the Purchaser are attached at ATTACHMENT 11.

4. Neither the Seller nor the Purchaser have submitted any certificate of need applications in the past year.

United Therapies

10600 West Higgins Road
Suite 301
Rosemont, IL 60018
T 847.544.5867
F 847.544.5950
WWW.UNITEDTHERAPIES.COM

January 21, 2014

Ms. Courtney R. Avery
Administrator
Illinois Health Facilities & Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Mr. Michael Constantino
Supervisor, Project Review Section
Illinois Health Facilities & Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Re: Criterion 1130.520(b)(3), No Adverse Actions Certification

Dear Ms. Avery and Constantino:

I hereby certify, under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, and pursuant to 77 Ill. Admin. Code § 1130.520(b)(3), that there have been no adverse actions taken against any facility owned or operated by United Urology Centers LLC during the three (3) years prior to the filing of this Certificate of Need.

Sincerely,

F. Bruce Cohen
Chief Executive Officer

SUBSCRIBED AND SWORN
to before me this 22 day
of January, 2014.

Notary Public

MARY K CISNEROS
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
October 24, 2016

United Shockwave Services

T 847.297.8712
F 847.297.8853
Toll-Free 877.465.4845

P.O. Box 2178
Des Plaines, IL 60017-2178
www.unitedtherapies.com

January 21, 2014

Ms. Courtney R. Avery
Administrator
Illinois Health Facilities & Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Mr. Michael Constantino
Supervisor, Project Review Section
Illinois Health Facilities & Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Re: Criterion 1130.520(b)(3), No Adverse Actions Certification

Dear Ms. Avery and Constantino:

I hereby certify, under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, and pursuant to 77 Ill. Admin. Code § 1130.520(b)(3), that there have been no adverse actions taken against any facility owned or operated by United Shockwave Services Ltd. during the three (3) years prior to the filing of this Certificate of Need.

Sincerely,

Dr. Joel Cornfield
President

SUBSCRIBED AND SWORN
to before me this 22 day
of January, 2014.

Notary Public

MARY K CISNEROS
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
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525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Mr. Michael Constantino
Supervisor, Project Review Section
Illinois Health Facilities & Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Re: Authorization to Access Information, Criterion 1110.230(a)(3)(C)

Dear Ms. Avery and Mr. Constantino:

Pursuant to 77 Ill. Admin. Code § 1110.230(a)(3)(C), I hereby authorize the Illinois Health Facilities & Services Review Board (the "Board") and the Illinois Department of Public Health ("IDPH") to access all information necessary to verify any documentation or information submitted by United Urology Centers LLC with this application. I further authorize the Board and IDPH to obtain any additional documentation or information which the Board or IDPH finds pertinent and necessary to process this application.

Sincerely,

F. Bruce Cohen
Chief Executive Officer

SUBSCRIBED AND SWORN
to before me this 22 day
of January, 2014.

Notary Public

MARY K CISNEROS
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
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United Shockwave Services

T 847.297.8712
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January 21, 2014

Ms. Courtney R. Avery
Administrator
Illinois Health Facilities & Services Review Board
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Springfield, Illinois 62761-0001

Mr. Michael Constantino
Supervisor, Project Review Section
Illinois Health Facilities & Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Re: Authorization to Access Information, Criterion 1110.230(a)(3)(C)

Dear Ms. Avery and Mr. Constantino:

Pursuant to 77 Ill. Admin. Code § 1110.230(a)(3)(C), I hereby authorize the Illinois Health Facilities & Services Review Board (the "Board") and the Illinois Department of Public Health ("IDPH") to access all information necessary to verify any documentation or information submitted by United Shockwave Services Ltd. with this application. I further authorize the Board and IDPH to obtain any additional documentation or information which the Board or IDPH finds pertinent and necessary to process this application.

Sincerely,

Dr. Joel Cornfield
President

SUBSCRIBED AND SWORN
to before me this 22 day
of January, 2014.

Notary Public

MARY K CISNEROS
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
October 24, 2016

Section III
Attachment 12
Criterion 1110.230(b), Purpose of Project

Purpose Statement

United Urology Centers LLC (the "Seller") and United Shockwave Services Ltd. (the "Purchaser," and collectively with the Seller, the "Applicants") seek a Certificate of Need ("CON") from the Illinois Health Facilities and Services Review Board (the "Review Board") to allow consummation of the proposed transaction (the "Transaction") set forth in that certain Asset Transfer Agreement (the "Asset Transfer Agreement"), a copy of which is attached at ATTACHMENT 19, executed by the Seller and the Purchaser.

Supporting Statements & Documentation

1. The Seller and the Purchaser are affiliates and have been widely recognized as the market leaders in the use of extracorporeal shockwave lithotripsy ("ESWL") for the treatment of kidney stones.

2. Both the Seller and the Purchaser were originally organized by Dr. Donald M. Norris ("Dr. Donald Norris") and Dr. Marc A. Rubenstein ("Dr. Rubenstein") in 1986. Dr. Donald Norris has been practicing urology in the State of Illinois since 1966. Dr. Rubenstein began practicing urology in the State of Illinois in 1977. In essence, the Seller owns and operates several ESWL facilities and the Purchaser is the professional medical corporation that provides the technical and professional services at the Illinois ESWL facilities owned and operated by the Seller.

3. The Seller's first center in Park Ridge, Illinois quickly developed into one of the leading ESWL facilities in the Chicago metropolitan area. Since its inception, the Seller has expanded its service locations, and today is one of the busiest ESWL providers in Illinois and across the nation.

4. In terms of this CON Application, the Seller opened an ESWL facility in LaGrange, Illinois (the "LaGrange Facility") in 1995. In 2010, the Seller filed a CON Application with the Review Board to convert the LaGrange Facility to a licensed ambulatory surgical treatment center (known as Project No. 10-070) because of changes in the federal reimbursement rules and regulations concerning "under-arrangement" relationships between providers such as the Seller and local area hospitals, which effectively prevented the LaGrange Facility from treating Medicaid and Medicare patients. The Review Board unanimously approved Project No. 10-070 and the LaGrange Facility completed the necessary steps to convert and establish the Surgery Center in 2011.

5. After nearly 90 aggregate years of practice, Dr. Donald Norris and Dr. Rubinstein have decided to retire from the practice of medicine, thereby necessitating ownership and medical direction changes at the Purchaser (which is a medical group), the Seller, and the other related, non-licensed entities owned and/or controlled by Dr. Donald Norris and Dr. Rubinstein. To that end, Dr. Donald Norris transferred his ownership in the Purchaser to Dr. Joel Cornfield and Dr. Jeffrey Norris (the son of Dr. Donald Norris) a few weeks ago. Dr. Rubinstein intends to transfer his interest in the Purchaser as soon as Dr. Charles Durkee, currently licensed to practice medicine in the State of Wisconsin, gets licensed in the State of Illinois. It should be noted that Dr. Donald Norris and Dr. Rubenstein have already sold their minority interests in the Seller and

their interests in their other related, non-licensed entities as part of their respective retirements a few weeks ago.

6. The proposed Transaction contemplates a 100% change in the ownership of the single-specialty ambulatory surgical treatment center located at 120 North LaGrange Road in LaGrange, Illinois, 60525, and commonly known as the United Urology Center – LaGrange (the "Surgery Center").

7. Because this Project only involves a change of ownership, the Surgery Center will remain open and continue to provide access to health care.

8. The Surgery Center is currently located in Health Service Area 7. Because this Project involves a change of ownership, the Health Service Area will not change.

9. Because this Project involves a change of ownership between affiliates, patient access will not impacted by the Transaction.

10. Assuming the Review Board approves this CON Application prior to March 31, 2014, the projected closing date for the proposed Transaction is March 31, 2014. If the Review Board does not approve this CON Application prior to March 31, 2014, the projected closing date for the proposed Transaction is June 30, 2014.

Section III
Attachment 13
Criterion 1110.230(c), Alternatives to Proposed Project

The Applicants reviewed three alternatives. As discussed below, the options reviewed included: (i) transfer of ownership and control of the single-specialty ambulatory surgical treatment center located at 120 North LaGrange Road in LaGrange, Illinois, 60525, and commonly known as the United Urology Center – LaGrange (the "Surgery Center") from United Urology Centers LLC (the "Seller") to United Shockwave Services Ltd. (the "Purchaser"); (ii) prevent Dr. Donald Norris ("Dr. Donald Norris") and Dr. Marc Rubenstein ("Dr. Rubenstein") from retiring, thereby compelling them to retain their ownership interests in the Seller, the Purchaser and their other related, non-licensed entities; and (iii) discontinue the Surgery Center.

Alternative #1: Prevent Drs. Donald Norris and Rubenstein From Retiring

Under this alternative, the Applicants would have prevented Dr. Donald Norris and Dr. Rubenstein from retiring, thereby compelling them to retain their ownership interests in the Seller, the Purchaser and their other related, non-licensed entities. Dr. Donald Norris and Dr. Rubenstein have nearly 90 aggregate years of practice between the two of them. To state the obvious, Dr. Donald Norris and Dr. Rubenstein have a right to retire and the Applicants never seriously considered this alternative. The cost associated with this alternative is $0.

Alternative #2: Discontinue the Surgery Center

Under this alternative, the Applicants would have discontinued the Surgery Center. The Surgery Center is one of the busiest extracorporeal shockwave lithotripsy providers in the State of Illinois. Literally thousands of patients receive treatment at the Surgery Center on an annual basis. Discontinuation of the Surgery Center would have had a negative impact on the patient population served by the Surgery Center. The cost associated with this alternative is $0.

Alternative #3: Transfer Ownership of the Surgery Center

Under this alternative, Dr. Donald Norris and Dr. Rubenstein would be allowed to retire and the Surgery Center would be transferred from the Seller to the Purchaser, thereby allowing the Surgery Center to remain open and serve its patient population long into the future. This alternative is the only logical alternative. The cost associated with this alternative is $728,000.

Section VI
Attachment 19
Criterion 1110.240, Mergers, Consolidations and Acquisitions/Changes of Ownership

Criterion 1120.240(b), Impact Statement

1. Transaction Documents. The executed Asset Transfer Agreement (the "Asset Transfer Agreement") between United Urology Centers LLC (the "Seller") and United Shockwave Services Ltd. (the "Purchaser"), which transfers ownership and control of United Urology Center – La Grange (the "Surgery Center") from the Seller to the Purchaser (the "Transaction"), is attached at ATTACHMENT 19. The Asset Transfer Agreement contains the appropriate contingency language regarding approval by the Illinois Health Facilities & Services Review Board. See Section 9(e) of the Asset Transfer Agreement ("The effectiveness of the proposed transfer set forth in this Agreement is expressly conditioned upon the issuance of a Certificate of Need from the IHFSRB.") The Asset Transfer Agreement also includes, as an attachment, a copy of the free cash flow note executed by the Seller and the Purchaser (the "Seller Note") equal to the amount of the transfer price (i.e., $728,000). Under the terms of the Seller Note, the Purchaser is only required to pay interest, principal or any other amounts payable under the Seller Note if the Purchaser has sufficient cash available after paying its business expenses. A copy of the Seller Note is attached at ATTACHMENT 19.

2. Services Currently Offered. The Surgery Center is currently licensed as a single specialty ambulatory surgical treatment center with one operating room. Following the Transaction, the Surgery Center will continue to be licensed as a single specialty ambulatory surgical treatment center with one operating room.

3. Operating Entity. United Shockwave Services Ltd. will be the operating entity following the Transaction.

4. Reason for Transaction. After nearly 90 aggregate years of practice, Dr. Donald Norris and Dr. Marc Rubinstein ("Dr. Rubenstein") have decided to retire from the practice of medicine, thereby necessitating ownership and medical direction changes at the Purchaser (which is a medical group), the Seller, and the other related, non-licensed entities owned and/or controlled by Dr. Donald Norris and Dr. Rubinstein. To that end, Dr. Donald Norris transferred his ownership in the Purchaser to Dr. Joel Cornfield and Dr. Jeffrey Norris (the son of Dr. Donald Norris) a few weeks ago. Dr. Rubinstein intends to transfer his interest in the Purchaser as soon as Dr. Charles Durkee, currently licensed to practice medicine in the State of Wisconsin, gets licensed in the State of Illinois. It should be noted that Dr. Donald Norris and Dr. Rubenstein have already sold their minority interests in the Seller and their interests in their other related, non-licensed entities as part of their respective retirements a few weeks ago. The proposed Transaction (which is the last step/phase of the various retirement related transactions) will accommodate the retirement of Dr. Rubenstein and will effectuate a change of ownership at the Surgery Center.

5. Anticipated Additions or Reductions of Employees. Because this Transaction merely involves a transfer between affiliated entities, no additions or reductions in the number of clinical employees at the Surgery Center will occur as a result of the Transaction, or for the next two years following the Transaction.

6. Cost-Benefit Analysis. The proposed Transaction clearly benefits the patient population served by the Surgery Center because the Surgery Center will remain open with no changes in

the services rendered at the Surgery Center. The Seller's ownership interest in the Surgery Center was determined to be worth approximately $728,000, as determined by a third party accounting firm, experienced in the valuation of licensed ambulatory surgery centers. It is the firm belief of the Applicants that the benefits of the proposed Transaction far outweigh the costs of the proposed Transaction.

ASSET TRANSFER AGREEMENT

THIS ASSET TRANSFER AGREEMENT (this "Agreement") is made and entered into this 8th day of January, 2014, by and between United Urology Centers, LLC, a Delaware limited liability company ("Transferor"), and United Shockwave Services, Ltd., an Illinois medical corporation ("Transferee").

RECITALS

WHEREAS, Transferor operates a licensed ambulatory surgical treatment center located at 120 North La Grand Road, La Grange, Illinois (the "Surgery Center");

WHEREAS, in 2013, an independent valuation firm, experienced in the valuation of licensed ambulatory surgical treatment centers, valued the operations of the Surgery Center, exclusive of the lithotripter and the Surgery Center facility lease (the "Facility") at $728,000 (the "Surgery Center Assets");

WHEREAS, Transferor desires to sell, and Transferee desires to acquire all of the Surgery Center Assets, subject to the terms of this Agreement; and

WHEREAS, Transferor and Transferee desire to enter into fair market value agreements under which Transferor will sublease the Facility to Transferee and provide certain services and equipment necessary to operate the Surgery Center.

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants herein contained, the parties agree as follows:

1. Transfer of Assets. Within thirty days after approval by the Illinois Health Facilities Planning Board ("IHFPB") of the transfer of the Surgery Center to Transferee (the "Effective Date"), Transferor hereby agrees to convey, assign and deliver to Transferee, and Transferee hereby agrees to acquire and accept, all of Transferor's right, title and interest in and to the Surgery Center Assets, other than the Excluded Assets. "Excluded Assets" means all right, title and interest of Transferor to the Surgery Center Assets other than those assets set forth on Exhibit A attached hereto.

2. Assignment and Assumption of Liabilities. Except as otherwise specifically provided in this Agreement and the exhibits attached hereto, Transferee does not assume any liabilities of Transferor of any kind or nature whatsoever. For the avoidance of doubt, except as specifically set forth herein, Transferee does not assume any other liabilities or obligations of Transferor, of any kind, whether disclosed or undisclosed, whether accrued, absolute, contingent or otherwise including but not limited to malpractice liabilities, accounts payable, notes or taxes payable, salaries and benefits payable, overpayments by any third party payor, including governmental payors, or liabilities arising out of violations of laws other than the Assumed Liabilities.

3. Facility and Lithotripter. Transferor will provide to Transferee the Facility and certain services and equipment pursuant to fair market value lease and services agreements, which shall take effect on the Effective Date of this Agreement.

4. Purchase Price. The purchase price for the Surgery Center Assets, shall be $728,000, payable in accordance with the terms and conditions of that certain Secured Promissory Note attached hereto as Exhibit B.

5. Representations of Transferor

a. Organization and Standing. Transferor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to conduct its business as presently conducted and as proposed to be conducted by it and to enter into and perform this Agreement and to carry out the transaction contemplated by this Agreement.

b. Authority for Agreement. The execution, delivery and performance by Transferor of this Agreement have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by Transferor and constitutes a valid and binding obligation of Transferor enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization or similar laws affecting generally the enforcement of creditors rights and subject to a court's discretionary authority with respect to granting of specific performance or other equitable remedies. The execution of and performance of the transaction contemplated by this Agreement and compliance with its provisions by Transferor will not violate any provision of law and will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or require a consent or waiver under any indenture, lease, agreement or other instrument to which Transferor is a party or by which it or any of its properties is bound, or any decree, judgment, order, statute, rule or regulation applicable to Transferor.

c. Legal Proceedings. No action or proceeding by or before any Governmental Authority has been instituted or threatened against the Transferor that is reasonably expected to restrain, prohibit or invalidate the transaction contemplated by this Agreement. "Governmental Authority" means any United States federal, state or local or any foreign government, or political subdivision thereof, or any multinational organization or authority or any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, any court or tribunal (or any department, bureau or division thereof), or any arbitrator or arbitral body.

d. Permits. Transferor has been duly granted all Permits under all laws necessary (a) for the conduct of Transferor's business and (b) to obtain reimbursement related to services provided in connection with Medicare and state Medicaid programs and all contracts, programs and other arrangements with third party payors, insurers and fiscal intermediaries in which the Transferor participates. All Permits are valid and in full force and effect, and the Transferor is not in material breach or violation of, or material default under, any such Permit, and no basis exists which, with notice or lapse of time or both, would constitute any such material breach, violation nor default or would otherwise result in the revocation or termination of any such Permit or the imposition of any restrictions thereon. For the purpose of this Agreement, "Permits" means, with respect to any person or entity, including Transferor, any license, franchise, permit, consent, approval, right, privilege, certificate or other similar authorization issued by, or otherwise granted by, any Governmental Authority or other person or entity to

which or by which any property, business, operation or right of such person or entity is subject or bound.

6. Representations of the Transferee.

a. Organization and Standing. Transferee is an Illinois medical corporation duly organized, validly existing and in good standing under the laws of the State of Illinois and has full power and authority to conduct its business as presently conducted and as proposed to be conducted by it and to enter into and perform this Agreement and to carry out the transaction contemplated by this Agreement.

b. Authority for Agreement. The execution, delivery and performance by Transferor of this Agreement have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by Transferee and constitutes a valid and binding obligation of Transferee enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization or similar laws affecting generally the enforcement of creditors rights and subject to a court's discretionary authority with respect to granting of specific performance or other equitable remedies. The execution of and performance of the transaction contemplated by this Agreement and compliance with its provisions by Transferee will not violate any provision of law and will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or require a consent or waiver under any indenture, lease, agreement or other instrument to which Transferee is a party or by which it or any of its properties is bound, or any decree, judgment, order, statute, rule or regulation applicable to Transferee.

c. Legal Proceedings. No action or proceeding by or before any Governmental Authority has been instituted or threatened against the Transferee that is reasonably expected to restrain, prohibit or invalidate the transaction contemplated by this Agreement.

7. Indemnification.

a. Indemnification by Transferors. Transferor agrees to indemnify, and hold Transferee harmless, together with its respective directors, officers, employees, agents, successors and assigns, from, against and in respect of any and all losses that may be sustained or suffered by Transferee based upon any misrepresentation, breach of warranty or non-fulfillment of any representation, warranty, covenant in this Agreement or a material breach of this agreement by Transferor.

b. Indemnification by Transferee. Transferee agrees to indemnify and hold Transferor harmless from, against, and in respect of any and all losses that may be sustained or suffered by Transferor based on Transferee's misrepresentation, breach of warranty or non-fulfillment of any representation, warranty, or covenant in this Agreement or material breach of this Agreement.

8. Assignment; Parties in Interest.

a. No Assignment. The rights and obligations of a party hereunder may not be assigned, transferred or encumbered without the prior written consent of the other party.

b. Parties in Interest. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the parties hereto. Nothing contained herein shall be deemed to confer upon any other person any right or remedy under or by reason of this Agreement.

9. Regulatory Commitments.

a. Consistent with the requirements set forth by the Illinois Health Facilities & Services Review Board (the "IHFSRB"), Transferee will maintain the existing charity care policies and practices at the Surgery Center following the proposed transfer set forth in this Agreement, and for no less than two years thereafter.

b. Consistent with the requirements set forth by the IHFSRB, Transferee will not substantially reduce any services at the Surgery Center for a period of at least 12 months following the proposed transfer set forth in this Agreement.

c. Consistent with the requirements set forth by the IHFSRB, Transferee will not take measures to reduce access to care at the Surgery Center following the proposed transfer set forth in this Agreement.

d. Consistent with the requirements set forth by the IHFSRB, Transferee will maintain a controlling interest in the Surgery Center for at least 36 months following the proposed transfer set forth in this Agreement.

e. The effectiveness of the proposed transfer set forth in this Agreement is expressly conditioned upon the issuance of a Certificate of Need from the IHFSRB.

10. Further Assurance. From time to time, at Transferee's request and without further consideration, Transferor will execute and deliver to Transferee such documents and take such other action as Transferee may reasonably request in order to consummate more effectively the transactions contemplated hereby and to vest in Transferee good, valid and marketable title to the Transferred Assets, including cooperating with Transferee to secure required third-party consents and executing documents as may be necessary to enable Transferee to reflect the transfers contemplated hereby in any government office.

11. Notices. All notices, requests, consents and other communications under this Agreement shall be in writing and shall be delivered by hand, sent via reputable nationwide overnight courier service or mailed by first class certified or registered mail, return receipt requested, postage pre-paid. Notices shall be deemed delivered upon personal delivery, one business day after being sent via a reputable nationwide overnight courier service, or two business days after deposit in the mail.

If to Transferor:

United Urology Centers, LLC
10600 West Higgins Road
Suite 301
Rosemont, IL 60018
Attention: Chief Executive Officer

If to Transferee:

United Shockwave Services, Ltd.
10600 West Higgins Road
Suite 301
Rosemont, IL 60018
Attention: President

12. Law Governing Agreement. This Agreement shall be construed and interpreted according to the internal laws of the State of Illinois, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

13. Amendment and Modification. The parties may amend, modify and supplement this Agreement in such manner as may be agreed upon by them in writing.

14. Entire Agreement. This Agreement and the lease and services agreements for the Facility, the Lithotripter and the Personnel constitute the entire agreement between the parties hereto with respect to the subject matter contemplated herein, and there have been and are no agreements between the parties other than those set forth or provided for herein and therein.

15. Compliance with Law. The parties intend to comply with, and have therefore structured this Agreement so as to comply with, all applicable laws, regulations, guidelines and governmental standards, including but not limited to 42 U.S.C. § 1395nn (the "Stark Law") and any applicable state self-referral laws, 42 U.S.C. §1320a-7b(b) (the "Anti-Kickback Statute") and any applicable state anti-kickback laws and the patient privacy and security requirements set forth in HIPAA and any applicable state patient privacy and security laws. The parties agree to cooperate with one another in the fulfillment of their respective obligations under this Agreement and to comply with the requirements of law and with all ordinances, statutes, regulations, directives, orders, or other lawful enactments or pronouncements of any federal, state, municipal, local, or other lawful authority applicable to their respective organizations and activities and of any insurance company insuring their respective organizations and activities or insuring the parties themselves against liability for accident or injury in connection with their respective organizations and activities.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be deemed original.

17. Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

TRANSFEROR:

UNITED UROLOGY CENTERS, LLC

By: _____
Name: F. Bruce Cohen
Title: Chief Executive Officer

TRANSFEREE:

UNITED SHOCKWAVE SERVICES, LTD.

By: _____
Name: Joel Cornfield, MD
Title: President

Exhibit A

SURGERY CENTER ASSETS
(ASSETS BEING ACQUIRED)

Datex-Ohmeda
Storz
Baxter Healthcare
Datascope
Hover Tech International
OEC Medical Systems
Amsco
Storz cystoscope set
Storz
Zoll
Datascope
Datascope
Datascope
Datascope
Stryker (3)
Patient chairs
IV poles (8)
Miscellaneous office equipment
One desk
13 chairs
Break Room
Table
8 chairs
Anesthesia Machine
Camera
IV Pump
Passport 2 with co2
Patient Transfer pad
Cysto Table
Suction pump
Cystoscope set
Light source
Defibrillator
Passport 2
Passport 2
Passport 2
Passport 2
Patient Carts
Recovery Chairs

Exhibit B

SECURED PROMISSORY NOTE

NON-NEGOTIABLE SECURED FREE CASH FLOW PROMISSORY NOTE

Amount: $728,000 January 8, 2014

FOR VALUE RECEIVED, United Shockwave Services, Ltd., an Illinois medical corporation ("**USS**"), (the "**Obligor**") hereby promises to pay to United Urology Centers, LLC, a Delaware limited liability company (the "**Lender**"), or its registered assigns, the principal amount of $728,000 in accordance with and pursuant to the terms set forth below and in Section 4 of the Asset Transfer Agreement (the "**Transfer Agreement**") dated as of January 8, 2014 among the Obligor and the Lender.

1. The principal amounts outstanding under this Note shall bear interest at a rate per annum equal to 5.00%, based on a 365 or 366-day year, as applicable, from (but excluding) the date hereof to (and including) the Maturity Date. Subject to Paragraph 3, such interest shall be payable (i) annually on January 8, commencing with the period ending January 8, 2015, and (ii) on January 8, 2019 (the "**Maturity Date**"). From and after the occurrence of an Event of Default (as defined below), the interest rate shall be increased to a rate per annum of 10.00%, based on a 365 or 366-day year, as applicable. If such Event of Default is thereafter subsequently cured, the adjustment referred to in the preceding sentence shall cease to be effective in respect of interest payable after the date of such cure.

2. Subject to Paragraph 3, the Obligor shall pay the Lender: (a) on January 8, 2015, an installment of principal on this Note equal to $150,000; (b) on January 8, 2016, an installment of principal on this Note equal to $150,000, plus any principal not previously paid pursuant to clause (a); (c) on January 8, 2017, an installment of principal on this Note equal to $150,000, plus any principal not previously paid pursuant to clauses (a) or (b); (d) on January 8, 2018, an installment of principal on this Note equal to $150,000, plus any principal not previously paid pursuant to clauses (a), (b), or (c); and (e) on the Maturity Date, the entire then outstanding principal amount of this Note.

3. Prior to the Maturity Date, neither the deferral of any payment described in Paragraph 2 of this Note nor payment of essential operating expenses in the ordinary course of business shall be considered an Event of Default; provided, however, that the Obligor and the Lender agree that if the Obligor is unable, solely due to the lack of available cash on hand after payment of such essential operating expenses, to make all or any portion of the payments described in Paragraph 2 such payments will be deferred until the immediately following payment date. Notwithstanding the foregoing, the Obligor must pay all amounts due and payable, including all outstanding principal and interest, by the Maturity Date.

4. To secure the payment and performance of the obligations under this Note, the Obligor hereby grants to the Lender a lien on and security interest in any and all right, title and interest in and to the Equipment (as defined in the Transfer Agreement) and all Proceeds (as defined in the Uniform Commercial Code (as defined below)) of the Equipment, whether now owned or existing or hereafter created, acquired or arising (the "**Collateral**"). The Lender may at any time and from time to time file Uniform Commercial Code financing statements, continuation statements and amendments thereto that describe the Collateral and contain any information required by the Uniform Commercial Code or the applicable filing office with respect

to any such Uniform Commercial Code financing statement, continuation statement or amendment thereof. The Obligor shall, promptly upon request by the Lender, execute and deliver to the Lender such instruments, deeds, transfers, assurances and agreements, in form and substance as the Lender may reasonably request, as necessary or reasonably advisable to perfect and protect the Lender's security interest created hereunder.

5. Except with the Lender's consent, the Obligor shall not sell, assign, transfer or otherwise dispose of, grant any option with respect to, or mortgage, pledge or otherwise encumber the Interests or any interest therein.

6. In the event that (each, an "**Event of Default**") (a) subject to the provisions of Paragraph 3 of this Note, the Obligor shall fail to pay any amount when and as due in accordance with the terms hereof and such failure to pay continues for a period of 30 consecutive days, (b) the security interest granted pursuant to this Note shall cease to be in full force and effect, (c) the Obligor fails to comply with any of its covenants under this Note or (d) the Obligor shall commence any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization or other similar proceeding, then (x) the Lender shall have the right to exercise any and all rights afforded to a secured party under this Note under the Uniform Commercial Code or other applicable law, (y) in the case of clauses (a), (b) or (c), the Lender may elect to cause the entire outstanding amount and any accrued but unpaid interest to become due and payable upon written notice to the Obligor, and (z) in the case of clause (d), the entire outstanding amount and any accrued but unpaid interest shall be due and payable without presentation, protest or further demand or notice of any kind, all of which are hereby expressly waived.

7. For the avoidance of doubt, the Lender's right to realize upon any or all of the Obligor's Collateral shall not be Lender's sole remedy hereunder and the Lender may proceed to enforce payment of the Note in any manner permitted by applicable law in accordance with the terms hereof; including, without limitation, by offset and application toward the payment of any outstanding principal balance of this Note any amounts owed from the Lender to the Obligor. Except to the extent prohibited by applicable law that cannot be waived, Paragraph 6 shall govern the Lender's rights to realize upon any or all of the Obligor's Collateral.

8. To the extent that such waiver is not prohibited by the provisions of applicable law or any other provision of this Note, the Obligor hereby expressly waives: (i) all presentments, demands for performance, notices of nonperformance, protests, notices of protest and notices of dishonor; (ii) any requirement of diligence or promptness on the part of the Lender in the enforcement of its rights under this Note; (iii) any and all notices of every kind and description which may be required to be given by any statute or rule of law (other than those required to comply with Paragraph 11); and (iv) any defense (other than indefeasible payment in full of the obligations under this Note in accordance with the terms of this Note and the Purchase Agreement) which it may now or hereafter have with respect to its liability under this Note or with respect to the outstanding principal amount hereunder.

9. No delay or omission by the Lender in exercising any right under this Note shall operate as a waiver of that or any other right. A waiver or consent given by the Lender on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

10. This Note may not be changed, nor any provision hereof waived, orally, but only by an agreement in writing, signed by the party against whom any waiver, change, modification or discharge is sought to be enforced.

11. This Note may not be assigned by any party without the prior written consent of the other party and any attempted assignment in violation of the foregoing shall be null and void. This Note is a registered obligation and a party may transfer interests herein only upon entry in a register, to be maintained by the Obligor or its agent. This Paragraph 11 shall be construed so that the Note is at all times maintained in "registered form" within the meanings of Sections 163(f), 871(h)(2) and 881(c)(2) of the Internal Revenue Code and any related regulations (and any successor provisions).

12. **This Note shall be construed, interpreted and enforced in accordance with and governed by the laws of the State of Illinois without reference to the conflicts of laws principles thereof that would cause the application of the laws of another jurisdiction.** All references in this Note to the "**Uniform Commercial Code**" shall mean the Uniform Commercial Code of the State of Illinois as in effect from time to time or of any other state the laws of which are required to be applied in connection with the perfection of security interests in any Collateral.

13. Each party hereby (a) irrevocably submits to the jurisdiction of the state and federal courts located in the State of Illinois and for the purpose of any suit, action or other proceeding arising out of or relating to this Note or the subject matter hereof, and agrees that any such proceeding shall be brought or maintained only in such courts and that such party will not cause any such proceeding to be brought or maintained in any forum other than one of the above-described courts; and (b) to the extent not prohibited by applicable law, waives and agrees not to assert, by way of motion, as a defense or otherwise, in any such proceeding brought in any of the above-described courts, any claim that such party is not subject personally to the jurisdiction of such court, that such party's property is exempt or immune from attachment or execution, that such proceeding is brought in an inconvenient forum, that the venue of such proceeding is improper, or that this Note or the subject matter hereof, may not be enforced in or by such court.

14. **The Obligor and, by acceptance hereof, Lender hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Note or disputes relating thereto. Each of the parties (i) certifies that no representative, agent or attorney of the other party has represented, expressly or otherwise that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other party have been induced to enter into this agreement by, among other things, the mutual waivers and certifications in this Paragraph 14.**

15. Upon the indefeasible payment in full by the Obligor of its obligations under this Note in accordance with the terms hereof, this Note, and the security interest granted hereunder, shall terminate automatically and be of no further force and effect, and the Lender, upon reasonable request by the Obligor, shall promptly deliver to the Obligor (i) any Collateral

delivered to Lender by or on behalf of the Obligor, and (ii) the Uniform Commercial Code termination statements and other documentation as shall be necessary or reasonably requested by the Obligor to effect or record the release of the security interest of the Obligor granted hereunder.

[Signature Page Follows]

OBLIGOR:

UNITED SHOCKWAVE SERVICES, LTD.

By: _____
Joel Cornfield, M.D.
President

LENDER:

UNITED UROLOGY CENTERS, LLC

By: _____
F. Bruce Cohen
Chief Executive Officer

Criterion 1120.240(c), Access

1. Current Admissions Policy. A copy of the current admissions policy for the Surgery Center is attached at ATTACHMENT 19.

2. Proposed Admissions Policy. The Purchaser will maintain the current admissions policy for the Surgery Center following the Transaction.

3. Admissions Policy Certification. The Affidavit of Dr. Joel Cornfield, the President of the Purchaser, certifying that the admission policies at the Surgery Center will not become more restrictive following the Transaction is attached at ATTACHMENT 19. See also Section 9(c) of the Asset Transfer Agreement ("Consistent with the requirements set forth by the IHFSRB, Transferee will not take measures to reduce access to care at the Surgery Center following the proposed transfer set forth in this Agreement.")

Criterion 1120.240(d), Health Care System

This criterion is not applicable to the Transaction because the Purchaser is not part of a health care system.

United Mobile Therapies, LLC (United Therapies), United Shockwave Therapies, LLC (United Shockwave), and United Urology Centers, LLC (United Urology), operate under the name United Therapies (collectively, United) even though each is a separate and distinct legal entity with separate ownership.

SUBJECT: Admission and Pre-Procedure Requirements for United Patients

INITIATOR:	Recovery Room Coordinators	*(Signatures on File)* Sue Catallo / Donna Luczak	3/2013 Date
APPROVAL:	Vice-President of Operations	*(Signature on File)* Patricia Murphy	3/2013 Date

POLICY

It is the policy of United to assist, and provide a safe environment and quality care to all patients. All patients undergoing procedures using general, regional or MAC/SED anesthesia shall be required to have a signed informed consent, history and physical, required assessments and re-assessments, and necessary tests completed and results on the chart prior to the commencement of the procedure.

DEFINITIONS

A. General Anesthesia - a state of insensibility and freedom from pain produced by the administration of an inhalational or intravenous anesthetic drug.

B. Regional Anesthesia - a state of sensory and/or motor block produced in an area of the body by the deposition of a local anesthetic drug in close proximity to a major nerve trunk or plexus supplying the area involved.

C. MAC/SED - a situation where local anesthesia may be administered by the surgeon or the anesthesiologist and the patient is monitored by the anesthesiologist throughout the procedure and where the patient may, in addition, receive intravenous sedation.

D. Topical Anesthesia - a situation where a sensory blockade is produced by the application of a local anesthetic drug directly to a mucous membrane.

E. Local Anesthesia – a state of sensory blockade at operative site, produced by the infiltration of a local anesthetic drug.

F. ASA Class I - patient who is normal and in good health

G. ASA Class II - patient with mild systemic disease

H. ASA Class III - patient with severe systemic disease that does not interfere with his daily activities.

I. ASA Class IV – patient with a medical disease that is a constant threat to life.

OUTPATIENT PROCEDURAL INTERVENTION

A. All procedures are elective.

B. Procedures requiring anesthesia services may be performed on ASA Class I, Class II, and stable Class III patients. Class IV patients may be done at the discretion of the anesthesiologist at the Park Ridge facility only.

PROCEDURE

A. Required tests to be ordered and completed through urologist's office:
   1. CBC within thirty days
   2. Electrolytes/SMAC/additional tests may be ordered at the discretion of urologist/anesthesiologist. PT, PTT, INR may be ordered at the discretion of the urologist/anesthesiologist.
   3. EKG within six months in patients 60 years of age or older and with BMI of 35.
      Note: ***Patients who have a cardiac history may need a more recent EKG, stress test or cardiac clearance.***
   4. Pregnancy testing on all menstruating females without tubal ligations or hysterectomies will require serum or urine testing within 7 days of procedure. (Menopausal females will also be tested if they are not period-free for one (1) year.) .
      a. A pregnancy test waiver is available for those refusing testing, at the discretion of the anesthesiologist/urologist.
      b. Urine pregnancy testing may be performed at the facility when necessary and at the discretion of the anesthesiologist and/or urologist.

Required tests may be waived or accepted by the attending anesthesiologist or urologist. Documentation will be noted in the medical record. (See Unmet Pre-Procedure Requirements policy, CL068)

B. If the patient has had an EKG within the past six months, it is the responsibility of the anesthesiologist to review findings.
   1. The anesthesiologist will also review other test results.
   2. Urologists will be notified when further tests or evaluation/clearance are necessary.

C. A history and physical examination, including a pre-procedure diagnosis, must be completed and/or reviewed within 24 hours prior to the procedure by the physician. (See History and Physical policy, CL003.)

D. A nurse will conduct an initial assessment of the patient in a pre-operative phone call 1-5 days before the scheduled procedure. On occasion the patient will be contacted greater than 5 days before the scheduled procedure. The attending urologist and anesthesiologist are responsible for ensuring a valid signed consent prior to treatment/procedure.

E. The anesthesiologist will perform a Pre-Anesthesia Assessment immediately prior to the procedure; re-assessment is ongoing.

Review/Revision History		Reviewed Date(s):	Revised Date(s):
INITIATOR:	Recovery Room Coordinators	11/1996; 11/1997; 6/1999; 8/2000; 7/2001; 10/2001; 5/2002; 5/2003; 10/2003; 6/2004; 3/2005; 2/2006; 2/2007; 9/2007; 9/2008; 9/2009; 11/2010 ; 3/2011; 3/2012; 3/2013	11/1996; 11/1997; 6/1999; 8/2000; 10/2001; 5/2003; 10/2003; 6/2004; 3/2005; 2/2006; 9/2007; 9/2008; 9/2009; 11/2010; 3/2011; 3/2013
APPROVAL:	Vice-President of Operations		

United Shockwave Services

T 847.297.8712
F 847.297.8853
Toll-Free 877.465.4845

P.O. Box 2178
Des Plaines, IL 60017-2178
www.unitedtherapies.com

January 21, 2014

Ms. Courtney R. Avery
Administrator
Illinois Health Facilities & Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Mr. Michael Constantino
Supervisor, Project Review Section
Illinois Health Facilities & Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Re: Criterion 1110.240(c), Admission Policy & Access to Care Certification

Dear Ms. Avery and Mr. Constantino:

I hereby certify, under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, and pursuant to 77 Ill. Admin. Code § 1110.240(c), that United Shockwave Services Ltd (the "Purchaser") shall not cause United Urology Center – La Grange (the "Surgery Center") to adopt more restrictive admission policies or take measures to reduce access to care at the Surgery Center following the proposed transaction between the Purchaser and United Urology Centers LLC.

Sincerely,

Dr. Joel Cornfield
President

SUBSCRIBED AND SWORN
to before me this 22 day
of January, 2014.

Notary Public

MARY K CISNEROS
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
October 24, 2016

Section VIII
Attachment 36
Criterion 1120.120, Availability of Funds

Because the transaction (the "Transaction") set forth in the Asset Transfer Agreement (the "Asset Transfer Agreement") between United Urology Centers LLC (the "Seller") and United Shockwave Services Ltd. (the "Purchaser"), merely involves a transfer between affiliated entities, the Seller and the Purchaser executed a free cash flow note with a five year term (the "Seller Note") equal to the amount of the transfer price (i.e., $728,000). Under the terms of the Seller Note, the Purchaser is only required to pay interest, principal or any other amounts payable under the Seller Note if the Purchaser has sufficient cash available after paying its business expenses. A copy of the Seller Note is attached at ATTACHMENT 19.

That said, the Purchaser has sufficient cash on hand, and intends to use cash on hand, to satisfy the Purchaser's obligations under the Transaction and the Seller Note.

An affidavit from Dr. Joel Cornfield, the Purchaser's President, attesting to these statements is attached at ATTACHMENT 36.

United Shockwave Services

T 847.297.8712
F 847.297.8853
Toll-Free 877.465.4845

P.O. Box 2178
Des Plaines, IL 60017-2178
www.unitedtherapies.com

January 21, 2014

Ms. Courtney R. Avery
Administrator
Illinois Health Facilities & Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Mr. Michael Constantino
Supervisor, Project Review Section
Illinois Health Facilities & Service Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Re: Criterion 1120.120, Availability of Cash Certification

Dear Ms. Avery and Mr. Constantino:

I hereby certify, under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, and pursuant to 77 Ill. Admin. Code § 1120.120, that United Shockwave Services Ltd. (the "Purchaser") will fund its obligations under that certain Asset Transfer Agreement and that certain Secured Free Cash Flow Note, executed by and between the Purchaser and United Urology Centers LLC, with sufficient and readily available cash and cash equivalents.

Sincerely,

Dr. Joel Cornfield
President

SUBSCRIBED AND SWORN
to before me this 21 day
of January, 2014.

Notary Public

OFFICIAL SEAL
SHARON A. CARRARA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 07-06-2017

Section IX
Attachments 37 & 38
Criterion 1120.130, Financial Viability

1. Project Funding. Because the transaction (the "Transaction") set forth in the Asset Transfer Agreement (the "Asset Transfer Agreement") between United Urology Centers LLC (the "Seller") and United Shockwave Services Ltd. (the "Purchaser"), merely involves a transfer between affiliated entities, the Seller and the Purchaser executed a free cash flow note with a five year term (the "Seller Note") equal to the amount of the transfer price (i.e., $728,000). Under the terms of the Seller Note, the Purchaser is only required to pay interest, principal or any other amounts payable under the Seller Note if the Purchaser has sufficient cash available after paying its business expenses. A copy of the Seller Note is attached at ATTACHMENT 19.

That said, the Purchaser has sufficient cash on hand, and intends to use cash on hand, to satisfy the Purchaser's obligations under the Transaction and the Seller Note.

An affidavit from Dr. Joel Cornfield ("Dr. Cornfield"), the Purchaser's President, attesting to these statements is attached at ATTACHMENT 36.

2. Viability Ratios. The financial statements for the Seller, a Delaware limited liability company, are attached at ATTACHMENT 37. Because the Purchaser will be effectively funding the Transaction (and the Seller Note) with cash on hand, the Purchaser is entitled to a financial viability waiver. Dr. Cornfield's Affidavit in support of this criterion is attached at ATTACHMENT 38.

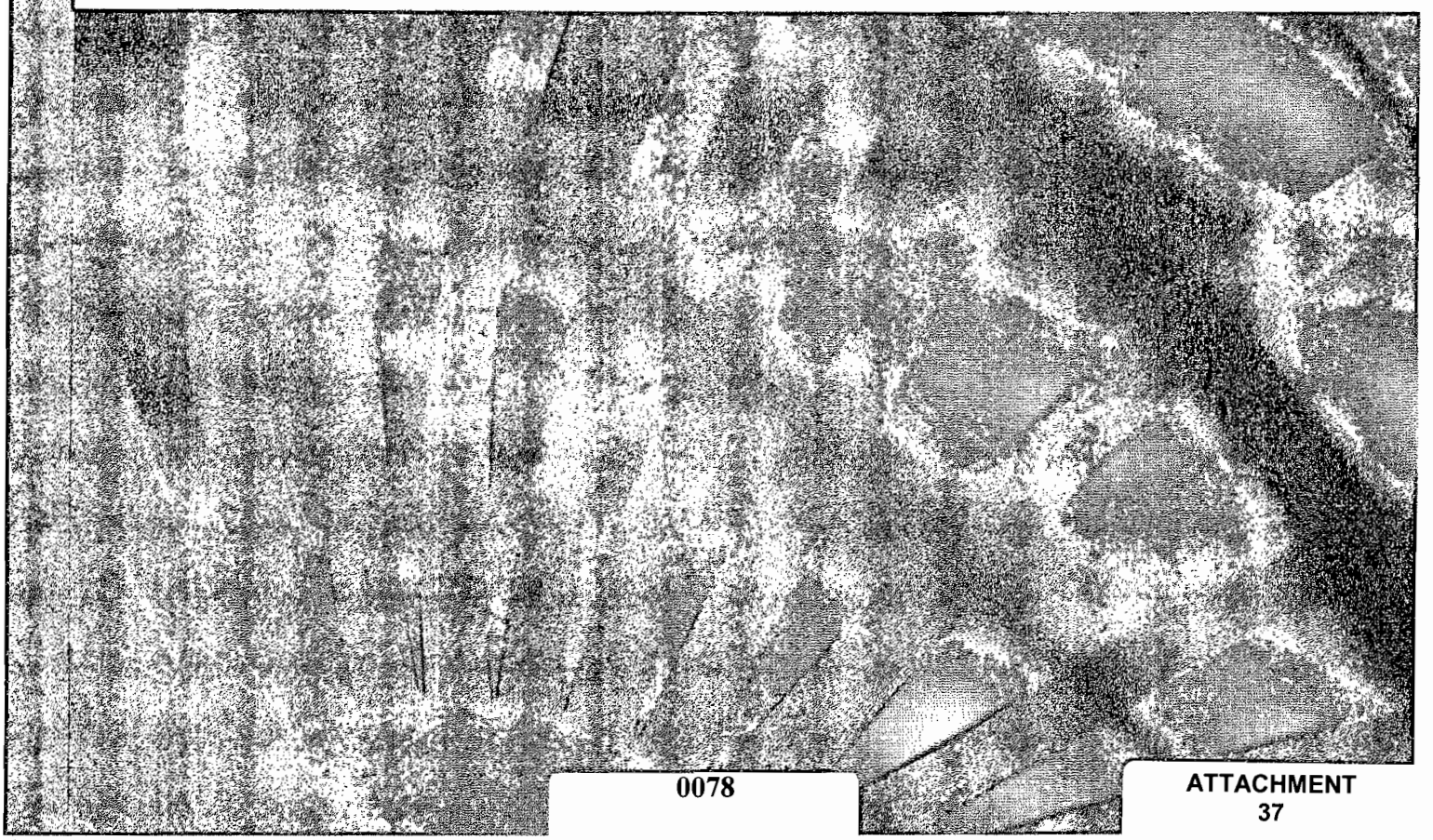
Frost Ruttenberg & Rothblatt PC

CPAs & Business Advisors

United Urology Centers LLC and Affiliate

Financial Statements and Supplementary Information

June 30, 2013 and 2012



ATTACHMENT 37

United Urology Centers LLC and Affiliate
June 30, 2013 and 2012

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ATTACHMENT
37

Frost
Ruttenberg &
Rothblatt PC
CPAs & Business Advisors

111 S. Pfingsten Road
Suite 300
Deerfield, Illinois 60015
Main 847.236.1111

To the Members
United Urology Centers LLC and Affiliate

Accountant's Compilation Report

We have compiled the accompanying statements of assets, liabilities and equity - modified cash basis of United Urology Centers LLC and Affiliate (the "Company") as of June 30, 2013 and 2012, and the related statements of revenues and expenses - modified cash basis for the periods then ended, and the accompanying supplementary information, which is presented only for supplementary analysis purposes. The financial statements and supplementary schedules have been prepared on the modified cash basis of accounting, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether these financial statements are in accordance with the modified cash basis of accounting.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the modified cash basis of accounting and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

The supplementary information – modified cash basis is presented for purposes of additional analysis and is not a required part of the basic financial statements. The supplementary information has been compiled from information that is the representation of management. We have not audited or reviewed the supplementary information and, accordingly, do not express an opinion or provide any assurance on such supplementary information.

Management has elected to omit substantially all of the disclosures ordinarily included in a financial statement prepared in accordance with the modified cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, expenses, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Frost, Ruttenberg & Rothblatt, P.C.

July 17, 2013

Financial Statements

United Urology Centers LLC and Affiliate
Statements of Assets, Liabilities and Equity - Modified Cash Basis
June 30, 2013 and 2012

ASSETS	2013	2012
Current Assets		
Cash and cash equivalents	$ 8,887,946	$ 10,030,342
Note receivable	105,523	242,272
Due from related parties	47,357	61,382
Total Current Assets	**9,040,826**	**10,333,996**
Property and Equipment		
Leasehold improvements	1,676,611	1,676,611
Medical equipment	13,782,820	14,430,159
Computer and office equipment	1,263,678	981,170
Furniture and fixtures	597,176	597,176
Mobile trucks	1,603,078	1,373,743
Deposits on equipment	40,000	144,368
Total Cost	**18,963,363**	**19,203,227**
Less: accumulated depreciation	(12,901,747)	(11,616,838)
Property and Equipment, Net	**6,061,616**	**7,586,389**
Other Assets		
Due from related parties	-	535,232
Goodwill	4,800,685	4,796,193
Other long-term assets	143,540	45,321
Total Other Assets	**4,944,225**	**5,376,746**
TOTAL ASSETS	**$ 20,046,667**	**$ 23,297,131**

See accountant's compilation report.

United Urology Centers LLC and Affiliate
Statements of Assets, Liabilities and Equity - Modified Cash Basis
June 30, 2013 and 2012

LIABILITIES AND MEMBERS' EQUITY	2013	2012
Current Liabilities		
Credit card payable	$ 82,655	$ 131,637
Tax withholdings	4,837	8,390
Due to members	3,651,006	4,098,881
Due to related parties	-	12,198
Total Current Liabilities	**3,738,498**	**4,251,106**
Members' Equity		
Members' equity - beginning	13,121,821	15,743,533
Member contributions	949,400	2,214,172
Member distributions	(6,374,736)	(7,449,768)
Member withdrawals	(350,610)	(980,721)
Net income	8,962,294	9,518,809
Total Members' Equity - Ending	**16,308,169**	**19,046,025**
TOTAL LIABILITIES AND MEMBERS' EQUITY	**$ 20,046,667**	**$ 23,297,131**

See accountant's compilation report.

ATTACHMENT
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United Urology Centers LLC and Affiliate

Statements of Revenues and Expenses - Modified Cash Basis

For the Six Months Ended June 30, 2013 and 2012

	2013	Amount Per Case	2012	Amount Per Case
Revenue				
Gross fees collected	$ 22,595,223	$ 3,401.87	$ 24,506,902	$ 3,654.47
Less: fee refunds paid	(1,503,118)	(226.31)	(979,850)	(146.12)
Net Fee Revenue	**21,092,105**	**3,175.56**	**23,527,052**	**3,508.35**
Capital equipment rental income	393,237	59.20	629,019	93.80
Net Revenue	**21,485,342**	**3,234.76**	**24,156,071**	**3,602.15**
Operating Expenses				
Operations	2,817,142	424.14	2,676,628	399.14
Billing-net	(275,712)	(29.95)	(260,183)	(27.13)
Development	281,251	42.34	49,902	7.44
Administration	74,379	11.20	70,438	10.50
General and administrative expenses	682,756	102.79	2,172,764	324.00
Physician professional fees	3,533,244	531.95	4,170,577	621.92
Payroll service expense	4,398,105	662.17	4,786,613	713.78
Total Operating Expenses	**11,511,165**	**1,744.65**	**13,666,739**	**2,049.66**
INCOME BEFORE CAPITAL EXPENSES	**9,974,177**	**1,490.11**	**10,489,332**	**1,552.49**
Capital Expenses				
Depreciation	810,144	121.97	910,470	135.77
Total Capital Expenses	**810,144**	**121.97**	**910,470**	**135.77**
INCOME FROM OPERATIONS	**9,164,033**	**1,368.14**	**9,578,862**	**1,416.72**
Other Income (Expense)				
Interest income	5,511	0.83	21,398	3.19
Miscellaneous Income	8,516	1.28	32,381	4.83
Gain (loss) on disposal of assets	(25,779)	(3.88)	29,374	4.38
Total Other Income (Expense)	**(11,752)**	**(1.77)**	**83,153**	**12.40**
NET INCOME BEFORE INCOME TAXES	**9,152,281**	**1,366.37**	**9,662,015**	**1,429.12**
State income tax expense	189,987	28.60	143,206	21.40
NET INCOME	**$ 8,962,294**	**$ 1,337.77**	**$ 9,518,809**	**$ 1,407.72**
Total Number of Cases - UUC		**6,642**		**6,706**
Grand Total Cases - Billing		**9,205**		**9,590**

See accountant's compilation report.

United Urology Centers LLC and Affiliate
Statements of Cash Flows - Modified Cash Basis
For the Six Months Ended June 30, 2013 and 2012

	2013	2012
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income	**$ 8,962,294**	**$ 9,518,809**
Adjustments To Reconcile Net Income To Net Cash Provided By Operating Activities		
Depreciation	810,144	910,470
(Gain) Loss on disposal of assets	25,779	(29,374)
(Increase) Decrease in Assets		
Other assets	(3,369)	24,973
Increase (Decrease) in Liabilities		
Other liabilities	(2,582)	(207,702)
Total Adjustments	**829,972**	**698,367**
Net Cash Provided By Operating Activities	**9,792,266**	**10,217,176**
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from disposition of property and equipment	7,086	77,816
Payments for acquisition of property and equipment	(730,744)	(2,095,769)
Deposits on property and equipment	(32,008)	(104,368)
(Increase) Decrease in due from related parties - net	-	97,135
Proceeds from related party notes receivable	380,223	44,563
Proceeds from note receivable	-	10,000
Net Cash Used In Investing Activities	**(375,443)**	**(1,970,623)**
CASH FLOWS FROM FINANCING ACTIVITIES		
Increase (Decrease) in due to members	(407,522)	(848,976)
Increase (Decrease) in due to related parties - net	(175,121)	-
Payments on notes payable	-	(273,169)
Member contributions	949,400	1,364,685
Member distributions	(10,453,824)	(9,742,175)
Member withdrawals	(350,610)	(980,721)
Net Cash Used In Financing Activities	**(10,437,677)**	**(10,480,356)**
NET DECREASE IN CASH AND CASH EQUIVALENTS	**(1,020,854)**	**(2,233,803)**
Cash and cash equivalents - beginning	9,908,800	12,264,145
CASH AND CASH EQUIVALENTS - ENDING	**$ 8,887,946**	**$ 10,030,342**

See accountant's compilation report.

Supplementary Information

United Urology Centers LLC and Affiliate
Schedules of Operating Expenses - Modified Cash Basis
For the Six Months Ended June 30, 2013 and 2012

	2013	Amount Per Case	2012	Amount Per Case
Employee lodging	$ 60,488	$ 9.11	$ 49,145	$ 7.33
Employee meals	17,140	2.58	14,703	2.19
Employee seminars	1,422	0.21	2,904	0.43
Medical supplies	470,420	70.83	367,573	54.81
Medical supplies - TUNA probes	3,400	0.51	1,594	0.24
Medical supplies - TUMT probes	35,019	5.27	47,175	7.03
Hazardous waste removal	2,127	0.32	1,487	0.22
Medical equipment maintenance	54,661	8.23	21,145	3.15
Lithotripter maintenance	352,566	53.08	262,497	39.14
Stonelight maintenance	-	-	10,754	1.60
XPS maintenance	-	-	15,757	2.35
HPS maintenance	-	-	8,250	1.23
TUMT maintenance	948	0.14	-	-
Cyber maintenance	-	-	28,925	4.31
Machine electrodes	435,517	65.57	310,330	46.28
Mobile location site fees	725,288	109.20	1,015,623	151.45
Truck maintenance	44,293	6.67	43,579	6.50
Truck garage rental	7,419	1.12	6,328	0.94
Gas expense	145,804	21.95	128,097	19.10
Car/truck rental	13,310	2.00	6,019	0.90
Office expense	41,071	6.18	46,830	6.98
Office repairs and maintenance	27,141	4.09	15,322	2.28
Office equipment rental	2,892	0.44	5,408	0.81
Outside services	44,914	6.76	12,526	1.87
Dues and subscriptions	10,243	1.54	8,957	1.34
Licenses and permits	1,135	0.17	1,030	0.15
Rent	141,630	21.32	80,047	11.94
Telephone and internet	56,790	8.55	39,144	5.84
Utilities	13,104	1.97	12,440	1.86
Travel	77,734	11.70	72,999	10.89
Customer relations	41	0.01	2,550	0.38
Bank and credit card fees	508	0.08	418	0.06
Property taxes	30,117	4.53	37,072	5.53
Total Operations Expenses	**$ 2,817,142**	**$ 424.14**	**$ 2,676,628**	**$ 399.14**

See accountant's compilation report.

United Urology Centers LLC and Affiliate
Schedules of Operating Expenses - Modified Cash Basis - Continued
For the Six Months Ended June 30, 2013 and 2012

	2013	Amount Per Case	2012	Amount Per Case
Employee lodging	$ 1,037	$ 0.11	$ 2,075	$ 0.22
Employee meals	289	0.03	1,401	0.15
Employee seminars	16	-	104	0.01
Truck maintenance	-	-	16	-
Gas expense	-	-	7	-
Car/truck rental	-	-	292	0.03
Office expense	31,897	3.47	29,871	3.11
Office repairs and maintenance	1,488	0.16	2,680	0.28
Office equipment rental	6,966	0.76	7,058	0.74
Outside services	-	-	10,000	1.04
Dues and subscriptions	12,152	1.32	7,090	0.74
Rent	29,495	3.20	28,633	2.99
Telephone and internet	35,522	3.86	26,443	2.76
Utilities	4,316	0.47	4,316	0.45
Travel	1,031	0.11	3,202	0.33
Computer expenses	25,039	2.72	25,219	2.63
Bank and credit card fees	16,093	1.75	14,678	1.53
Total Billing Expenses	**165,341**	**17.96**	**163,085**	**17.01**
Less: Billing Service/Admin Fee	(441,053)	(47.91)	(423,268)	(44.14)
Billing Expense - Net	**$ (275,712)**	**$ (29.95)**	**$ (260,183)**	**$ (27.13)**
Total Cases - UUC		6,642		6,706
Total Cases - UMT		2,563		2,884
Grand Total Cases - Billing		**9,205**		**9,590**

See accountant's compilation report.

United Urology Centers LLC and Affiliate
Schedules of Operating Expenses - Modified Cash Basis - Continued
For the Six Months Ended June 30, 2013 and 2012

	2013	Amount Per Case	2012	Amount Per Case
Salaries	$ 138,462	$ 20.85	$ -	$ -
Payroll taxes	10,744	1.62	-	-
Employees health insurance	28,514	4.29	-	-
Employee life and disability insurance	3,240	0.49	-	-
Retirement plan expense	5,638	0.85	-	-
Employee lodging	7,988	1.20	6,120	0.91
Employee meals	5,238	0.79	7,699	1.15
Employee seminars	3,193	0.48	-	-
Truck maintenance	1,165	0.18	61	0.01
Gas expense	2,527	0.38	2,783	0.42
Car/truck rental	3,380	0.51	1,412	0.21
Office expense	895	0.13	1,162	0.17
Outside services	-	-	588	0.09
Commissions	10,690	1.61	-	-
Dues and subscriptions	2,340	0.35	395	0.06
Telephone and internet	5,465	0.82	5,495	0.82
Travel	23,873	3.59	14,739	2.20
Sales and marketing	27,569	4.15	9,142	1.36
Customer relations	330	0.05	307	0.05
Bank and credit card fees	-	-	(1)	(0.00)
Total Development Expenses	**$ 281,251**	**$ 42.34**	**$ 49,902**	**$ 7.44**

See accountant's compilation report.

United Urology Centers LLC and Affiliate
Schedules of Operating Expenses - Modified Cash Basis - Continued
For the Six Months Ended June 30, 2013 and 2012

	2013	Amount Per Case	2012	Amount Per Case
Employee lodging	$ 2,906	$ 0.44	$ 744	$ 0.11
Employee meals	2,923	0.44	2,781	0.41
Employee seminars	1,464	0.22	1,581	0.24
Gas expense	-	-	13	0.00
Car/truck rental	-	-	270	0.04
Office expense	8,121	1.22	10,334	1.54
Office repairs and maintenance	1,068	0.16	553	0.08
Office equipment rental	4,559	0.69	3,297	0.49
Outside services	-	-	2,809	0.42
Dues and subscriptions	564	0.08	529	0.08
Rent	23,205	3.49	23,053	3.44
Telephone and internet	7,559	1.14	5,013	0.75
Utilities	4,116	0.62	3,718	0.55
Travel	6,323	0.95	3,517	0.52
Sales and marketing	-	-	3,146	0.47
Office party expense	1,217	0.18	-	-
Computer expenses	1,586	0.24	1,021	0.15
Bank and credit card fees	8,718	1.31	7,632	1.14
Donations	50	0.01	427	0.06
Total Administration Expenses	**$ 74,379**	**$ 11.20**	**$ 70,438**	**$ 10.50**

See accountant's compilation report.

United Urology Centers LLC and Affiliate

Schedules of General and Administrative Expenses - Modified Cash Basis

For the Six Months Ended June 30, 2013 and 2012

	2013	Amount Per Case	2012	Amount Per Case
Employee lodging	$ -	$ -	$ 20	$ 0.00
Employee meals	278	0.04	588	0.09
Human resources expenses	883	0.13	-	-
Office expense	4,012	0.60	2,470	0.37
Data processing	789	0.12	-	-
Outside services	17,438	2.63	15,100	2.25
Dues and subscriptions	28,227	4.25	21,294	3.18
Licenses and permits	36,685	5.52	23,233	3.46
Telephone and internet	1,230	0.19	545	0.08
Travel	7,500	1.13	-	-
Management fees	66,900	10.07	1,483,700	221.25
Legal fee settlement	-	-	230,975	34.44
Sales and marketing	(1,619)	(0.24)	(79)	(0.01)
Customer relations	-	-	6,800	1.01
Office party expense	-	-	12,116	1.81
Computer expenses	18,890	2.84	-	-
General insurance	98,535	14.84	13,272	1.98
Professional fees	385,855	58.09	306,731	45.74
Sales and use tax	13,665	2.06	47,413	7.07
Franchise taxes	3,488	0.53	8,586	1.28
Total General and Administrative Expenses	**$ 682,756**	**$ 102.79**	**$ 2,172,764**	**$ 324.00**

See accountant's compilation report.

United Urology Centers LLC and Affiliate

Schedule of Revenues and Expenses - Modified Cash Basis - By Location

For the Six Months Ended June 30, 2013

	Fixed		Mobile		Total	
	Amount	%	Amount	%	Amount	%
Revenue						
Gross fees collected	$ 9,931,338		$ 12,663,885		$ 22,595,223	
Less: fee refunds paid	(660,670)		(842,448)		(1,503,118)	
Net Fee Revenue	**9,270,668**		**11,821,437**		**21,092,105**	
Capital equipment rental income	-		393,237		393,237	
Net Revenue	**9,270,668**	**100.0%**	**12,214,674**	**100.0%**	**21,485,342**	**100.0%**
Management fees expense	**29,405**	**0.3**	**37,495**	**0.3**	**66,900**	**0.3**
Operating Expenses						
Operations	1,071,034	11.6	1,746,108	14.3	2,817,142	13.1
Billing-net	(72,602)	(0.8)	(203,110)	(1.7)	(275,712)	(1.3)
Administration	19,586	0.2	54,793	0.4	74,379	0.3
Physician professional fees	1,552,976	16.8	1,980,268	16.2	3,533,244	16.4
Payroll service expense	1,445,731	15.6	2,606,005	21.3	4,051,736	18.9
Depreciation	98,624	1.1	661,613	5.4	760,237	3.5
Total Operating Expenses	**4,115,349**	**44.4**	**6,845,677**	**56.0**	**10,961,026**	**51.0**
Gross Profit	**$ 5,125,914**	**55.3%**	**$ 5,331,502**	**43.6%**	**10,457,416**	**48.7**
Selling, General and Administrative Expenses						
Development					281,251	1.3
General and administrative expenses					615,856	2.9
Payroll service expense					346,369	1.6
Depreciation					49,907	0.2
Total Selling, General and Administrative Expenses					**1,293,383**	**6.0**
INCOME FROM OPERATIONS					**$ 9,164,033**	**42.7%**

See accountant's compilation report.

ATTACHMENT
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United Urology Centers LLC and Affiliate
Schedule of Operating Expenses - Modified Cash Basis - By Location
For the Six Months Ended June 30, 2013

	Fixed	Mobile	Total
Employee lodging	$ -	$ 60,488	$ 60,488
Employee meals	2,350	14,790	17,140
Employee seminars	646	776	1,422
Medical supplies	428,157	42,263	470,420
Medical supplies - TUNA probes	3,400	-	3,400
Medical supplies - TUMT probes	-	35,019	35,019
Hazardous waste removal	2,127	-	2,127
Medical equipment maintenance	36,790	17,871	54,661
Lithotripter maintenance	191,562	161,004	352,566
TUMT maintenance	948	-	948
Machine electrodes	75,974	359,543	435,517
Mobile location site fees	-	725,288	725,288
Truck maintenance	-	44,293	44,293
Truck garage rental	-	7,419	7,419
Gas expense	-	145,804	145,804
Car/truck rental	-	13,310	13,310
Office expense	26,297	14,774	41,071
Office repairs and maintenance	27,141	-	27,141
Office equipment rental	2,892	-	2,892
Outside services	41,254	3,660	44,914
Dues and subscriptions	2,946	7,297	10,243
Licenses and permits	863	272	1,135
Rent	141,630	-	141,630
Telephone and internet	38,659	18,131	56,790
Utilities	12,789	315	13,104
Travel	4,492	73,242	77,734
Customer relations	-	41	41
Bank and credit card fees	-	508	508
Property taxes	30,117	-	30,117
Total Operations Expenses	**$ 1,071,034**	**$ 1,746,108**	**$ 2,817,142**

See accountant's compilation report.

United Urology Centers LLC and Affiliate

Schedule of Operating Expenses - Modified Cash Basis - By Location - Continued

For the Six Months Ended June 30, 2013

	Fixed	Mobile	Total
Employee lodging	$ 273	$ 764	$ 1,037
Employee meals	76	213	289
Employee seminars	4	12	16
Office expense	8,399	23,498	31,897
Office repairs and maintenance	392	1,096	1,488
Office equipment rental	1,834	5,132	6,966
Dues and subscriptions	3,200	8,952	12,152
Rent	7,767	21,728	29,495
Telephone and internet	9,354	26,168	35,522
Utilities	1,137	3,179	4,316
Travel	271	760	1,031
Computer expenses	6,593	18,446	25,039
Bank and credit card fees	4,238	11,855	16,093
Total Billing Expenses	**43,538**	**121,803**	**165,341**
Less: Billing Service/Admin Fee	(116,140)	(324,913)	(441,053)
Billing Expense - Net	**$ (72,602)**	**$ (203,110)**	**$ (275,712)**

See accountant's compilation report.

United Urology Centers LLC and Affiliate

Schedule of Operating Expenses - Modified Cash Basis - By Location - Continued

For the Six Months Ended June 30, 2013

	Fixed	Mobile	Total
Employee lodging	$ 765	$ 2,141	$ 2,906
Employee meals	770	2,153	2,923
Employee seminars	386	1,078	1,464
Office expense	2,138	5,983	8,121
Office repairs and maintenance	281	787	1,068
Office equipment rental	1,200	3,359	4,559
Dues and subscriptions	149	415	564
Rent	6,110	17,095	23,205
Telephone and internet	1,990	5,569	7,559
Utilities	1,084	3,032	4,116
Travel	1,665	4,658	6,323
Office party expense	320	897	1,217
Computer expenses	418	1,168	1,586
Bank and credit card fees	2,296	6,422	8,718
Donations	13	37	50
Total Administration Expenses	**$ 19,586**	**$ 54,793**	**$ 74,379**

See accountant's compilation report.

Frost Ruttenberg & Rothblatt PC

CPAs & Business Advisors

United Urology Centers and Affiliate

Financial Statements, Supplementary Information and Auditor's Report

December 31, 2012 and 2011

ATTACHMENT 37

United Urology Centers and Affiliate
December 31, 2012 and 2011

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Frost
Ruttenberg &
Rothblatt PC
CPAs & Business Advisors

111 S. Pfingsten Road
Suite 300
Deerfield, Illinois 60015
Main 847.236.1111

To the Members
United Urology Centers and Affiliate

Independent Auditor's Report

We have audited the accompanying consolidated financial statements of United Urology Centers and Affiliate (the "Company"), which comprise the statement of assets, liabilities, and members' equity – modified cash basis as of December 31, 2012 and 2011, and the related consolidated statements of revenues and expenses, changes in members' equity and cash flows - modified cash basis for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting described in Note (1); this includes determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the assets, liabilities and members' equity of United Urology Centers and Affiliate as of December 31, 2012 and 2011, and its revenue and expenses and changes in members' equity and its cash flows for the years then ended in accordance with the modified cash basis of accounting as described in Note (1).

Basis of Accounting

We draw attention to Note (1) of the financial statements, which describes the basis of accounting. The financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to that matter.

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Frost, Ruttenberg & Rothblatt, P.C.

April 5, 2013

Financial Statements

United Urology Centers and Affiliate

Consolidated Statements of Assets, Liabilities and Members' Equity - Modified Cash Basis

December 31, 2012 and 2011

ASSETS	2012	2011
Current Assets		
Cash and cash equivalents	$ 9,908,800	$ 12,264,145
Note receivable	102,154	278,204
Due from related parties	18,563	265,588
Total Current Assets	**10,029,517**	**12,807,937**
Property and Equipment		
Leasehold improvements	1,676,611	1,661,276
Medical equipment	13,318,267	12,263,994
Computer and office equipment	989,141	941,827
Furniture and fixtures	597,176	596,012
Mobile trucks	1,432,759	1,162,091
Deposits on equipment	280,558	40,000
Total Cost	**18,294,512**	**16,665,200**
Less: accumulated depreciation	(12,152,638)	(11,213,241)
Property and Equipment, Net	**6,141,874**	**5,451,959**
Other Assets		
Due from related parties	380,223	572,953
Goodwill	4,800,685	4,567,087
Other long-term assets	143,540	32,845
Total Other Assets	**5,324,448**	**5,172,885**
TOTAL ASSETS	**$ 21,495,839**	**$ 23,432,781**
LIABILITIES		
Current Liabilities		
Credit card payable	$ 84,666	$ 223,778
Property and equipment payable	-	123,958
Tax withholdings	5,406	-
Due to members	8,137,616	7,240,264
Due to related parties	146,327	101,250
Total Current Liabilities	**8,374,015**	**7,689,250**
MEMBERS' EQUITY	**13,121,824**	**15,743,531**
TOTAL LIABILITIES AND MEMBERS' EQUITY	**$ 21,495,839**	**$ 23,432,781**

See accompanying notes.

United Urology Centers and Affiliate

Consolidated Statements of Revenues and Expenses - Modified Cash Basis

For the Years Ended December 31, 2012 and 2011

	2012	Amount Per Case	2011	Amount Per Case
Revenue				
Gross fees collected	$ 50,540,318	$ 3,710.47	$ 49,630,341	$ 4,046.17
Less: fee refunds paid	(1,939,786)	(142.41)	(2,256,257)	(183.94)
Net Fee Revenue	**48,600,532**	**3,568.06**	**47,374,084**	**3,862.23**
Capital equipment rental income	808,961	59.39	844,176	68.82
Net Revenue	**49,409,493**	**3,627.45**	**48,218,260**	**3,931.05**
Operating Expenses				
Operations	5,173,861	379.84	5,337,881	435.18
Billing-net	(409,433)	(21.85)	(302,502)	(17.77)
Development	117,337	8.61	41,148	3.35
Administration	172,152	12.64	126,958	10.35
General and administrative expenses	5,099,892	374.41	3,804,081	310.13
Physician professional fees	8,435,432	619.30	8,319,311	678.24
Payroll service expense	10,058,201	738.43	8,716,498	710.62
Total Operating Expenses	**28,647,442**	**2,111.38**	**26,043,375**	**2,130.10**
INCOME BEFORE CAPITAL EXPENSES	**20,762,051**	**1,516.07**	**22,174,885**	**1,800.95**
Capital Expenses				
Depreciation	1,654,520	121.47	1,992,581	162.45
Total Capital Expenses	**1,654,520**	**121.47**	**1,992,581**	**162.45**
INCOME FROM OPERATIONS	**19,107,531**	**1,394.60**	**20,182,304**	**1,638.50**
Other Income (Expense)				
Interest income	35,437	2.60	56,414	4.60
Interest expense	(2,038)	(0.15)	-	-
Miscellaneous income	36,818	2.70	1,650	0.13
Gain (loss) on disposal	29,376	2.16	(789,226)	(64.34)
Total Other Income (Expense)	**99,593**	**7.31**	**(731,162)**	**(59.61)**
NET INCOME BEFORE INCOME TAXES	**19,207,124**	**1,401.91**	**19,451,142**	**1,578.89**
State Income Tax Expense	119,429	8.77	176,772	14.41
NET INCOME	$ 19,087,695	$ 1,393.14	$ 19,274,370	$ 1,564.48
Less: Income attributable to noncontrolling interest	2,202,934		1,761,826	
NET INCOME ATTRIBUTABLE TO UNITED UROLOGY CENTERS	$ 16,884,761		$ 17,512,544	
Total number of cases - UUC		13,621		12,266
Grand total cases - billing		18,747		17,022

See accompanying notes.

United Urology Centers and Affiliate

Consolidated Statements of Changes in Members' Equity - Modified Cash Basis

For the Years Ended December 31, 2012 and 2011

	Members' Equity	Noncontrolling Interest	Total
BALANCE - DECEMBER 31, 2010	**$ 10,743,157**	**$ 5,008,164**	**$ 15,751,321**
Contributions	1,166,540	-	1,166,540
Withdrawals	(1,640,238)	-	(1,640,238)
Distributions	(16,814,534)	(1,993,928)	(18,808,462)
Net income	17,512,544	1,761,826	19,274,370
BALANCE - DECEMBER 31, 2011	**10,967,469**	**4,776,062**	**15,743,531**
Contributions	2,214,172	-	2,214,172
Withdrawals	(1,782,353)	-	(1,782,353)
Distributions	(18,505,103)	(3,636,118)	(22,141,221)
Net income	16,884,761	2,202,934	19,087,695
BALANCE - DECEMBER 31, 2012	**$ 9,778,946**	**$ 3,342,878**	**$ 13,121,824**

See accompanying notes.

United Urology Centers and Affiliate
Consolidated Statements of Cash Flows - Modified Cash Basis
For the Years Ended December 31, 2012 and 2011

	2012	2011
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income Attributable to United Urology Centers	**$ 16,884,761**	**$ 17,512,544**
Adjustments To Reconcile Net Income Attributable To United Urology Centers To Net Cash Provided By Operating Activities		
Noncontrolling interest	2,202,934	1,761,826
Depreciation	1,654,520	1,992,581
(Gain) loss on disposal	(29,376)	789,226
(Increase) Decrease in Assets		
Other assets	34,818	(39,616)
Increase (Decrease) in Liabilities		
Credit card payable and other current liabilities	(133,706)	223,778
Total Adjustments	**3,729,190**	**4,727,795**
Net Cash Provided By Operating Activities	**20,613,951**	**22,240,339**
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from disposition of property and equipment	77,818	42,726
Payments for acquisition of property and equipment	(1,383,067)	(3,103,292)
Deposits on property and equipment	(240,558)	-
Decrease in due from related party - net	226,743	89,111
Payments on related party note receivable	-	(184,587)
Proceeds from related party notes receivable	244,591	52,623
Proceeds from note receivable	44,375	-
Net Cash Used In Investing Activities	**(1,030,098)**	**(3,103,419)**
CASH FLOWS FROM FINANCING ACTIVITIES		
Decrease in due from members	(185,760)	(350,056)
Payments on notes payable	(273,169)	-
Member contributions	1,360,193	1,166,540
Member withdrawals	(1,782,353)	(1,640,238)
Member distributions	(21,058,109)	(18,711,849)
Net Cash Used In Financing Activities	**(21,939,198)**	**(19,535,603)**
NET DECREASE IN CASH AND CASH EQUIVALENTS	**(2,355,345)**	**(398,683)**
Cash and cash equivalents - beginning	12,264,145	12,662,828
CASH AND CASH EQUIVALENTS - ENDING	**$ 9,908,800**	**$ 12,264,145**

See accompanying notes.

Note (1) Nature of Operations and Summary of Significant Accounting Policies

A. Nature of Operations

United Urology Centers and Affiliate (the "Company") is a Delaware Limited Liability Company in the field of urologic medicine, providing medical equipment and related services for non-invasive or minimally-invasive treatment therapies for patients with kidney stones. The Company has three fixed sites in Illinois, along with numerous mobile sites from which it operates. The mobile units consist of a number of medically equipped vehicles that travel to various sites throughout the United States.

United Urology Centers, LLC ("UUC") is considered to be the primary beneficiary of AUC, LLC, ("AUC") a variable interest entity, in accordance with the consolidation topic. AUC represents mobile activity performed in the state of New York. Accordingly, AUC is included in the accompanying consolidated financial statements. Both entities have the same ownership. All intercompany balances have been eliminated for consolidation purposes. All creditors of AUC have no recourse to the assets of UUC.

B. Basis of Presentation

The accompanying consolidated financial statements have been prepared on the modified cash basis of accounting. That basis differs from accounting principles generally accepted in the United States of America primarily because the Company has not recognized balances, and the related effects on earnings, of accounts receivable from patients and third-party agencies, prepaid expenses, accounts payable to vendors, and distributions due to members.

C. Form of Organization

The Company is a Limited Liability Company, which is governed by an Operating Agreement (Agreement). The more significant provisions of the Agreement include:

Profit and loss allocations are in accordance with ownership percentages,

There is one dilutive class of members, Class A and one non-dilutive class of members, Class B,

Cash distributions are in accordance with ownership percentages for Class A and B members,

Member contributions and withdrawals are made in accordance with a buy-sell agreement, in an amount determined by the managers,

The Company is managed by two of its Class B members who have a 15%, non-dilutive ownership interest, and

As limited liability companies, each member's equity is limited to amounts reflected in their respective member account.

Note (1) Nature of Operations and Summary of Significant Accounting Policies – Continued

D. Cash Flows

The Company considers cash equivalents to be all highly liquid investments with a maturity of three months or less when purchased.

Due to the timing of distribution payments, net distributions totaling $1,083,112 and $96,613 for the years ended December 31, 2012 and 2011, respectively were treated as noncash for purposes of the statement of cash flows.

During 2012, the Company amended an existing promissory note such that $100,000 of the principal balance was converted to shares of common stock (see Note (3)). This transaction has been treated as a noncash activity for purposes of the statement of cash flows.

In addition, during 2011, the Company financed the purchase of equipment through installment payments. As of December 31, 2011, the equipment was placed in service and installments totaling $123,958 remained payable. This transaction has been treated as a noncash activity for purposes of the statement of cash flows.

E. Cash Balances in Excess of Insured Amounts

The Company maintains its cash in accounts which, at times, may exceed federally insured limits. The Company has not experienced any losses due to these limits.

F. Property and Equipment

Property and equipment are carried at cost. Depreciation is provided using the straight-line method over the following estimated useful lives:

	Years
Leasehold improvements	7-15
Medical equipment	3-7
Computer and office equipment	3-15
Furniture and fixtures	5-15
Mobile trucks	5-7

Amortization of leasehold improvements is computed using the straight-line method over the lesser of the useful lives of the assets or the lease term.

The Company reviews the recoverability of long-lived assets when circumstances dictate that the carrying amount may not be recoverable. The carrying amount of assets held and used is generally not recoverable if it exceeds the undiscounted sum of cash flows expected to result from the use and eventual disposition of the asset, or for assets held for sale if it exceeds market value. If the Company identifies impairment for long-lived assets to be held and used, the Company compares the assets' current carrying value to the assets' fair value. Fair value is based on current market values or discounted future cash flows. The Company records impairment when the carrying value exceeds fair value. There were no impairment indicators during the years ended December 31, 2012 and 2011.

Note (1) Nature of Operations and Summary of Significant Accounting Policies – Continued

G. Goodwill

Goodwill relates to the excess of cost over the fair market value of assets purchased in a business acquisition.

The Company reviews the recoverability of goodwill with an indefinite life annually by assessing qualitative factors to determine whether it is more likely than not that the fair value is less than carrying value. If the Company determines that it is more likely than not that the fair value is less than carrying value, the Company calculates fair value based on a valuation performed at year end. The Company records impairment when the carrying value exceeds fair market value. There were no impairment indicators for the year ended December 31, 2012.

H. Advertising

Advertising costs are expensed as incurred and are immaterial for the years ended December 31, 2012 and 2011.

I. Income Taxes

The Company has elected to be taxed as a Limited Liability Company. Under those provisions, the Company does not pay federal income taxes on its taxable income. Instead, the members are liable for individual income taxes on their respective share of the Company's taxable income. The Company is liable for state income taxes. State income tax expense reflected in the accompanying statements represents payments for prior year taxes and current year estimates, less amounts paid on behalf of members.

The Company accounts for any potential interest or penalties related to the possible future liabilities for unrecognized income tax benefits as interest/other expense. The Company is no longer subject to examination by tax authorities for federal, state or local income taxes for periods before 2008.

J. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America 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. While actual results may differ from those estimates, management does not expect the differences, if any, to have a material effect on the consolidated financial statements.

K. Subsequent Events

The Company evaluated all significant events or transactions that occurred through April 5, 2013, the date that the consolidated financial statements were available to be issued.

Note (2) Revenue Recognition

Revenue is recognized for patient services as payments are received. The amounts are based on a reimbursement methodology determined by the rules and regulations of the applicable third-party payor or by the Company for private pay patients. The third-party payor rules and regulations and required record keeping and documentation requirements are complex and noncompliance may result in delay, adjustment or loss of revenue.

Approximately 28% and 30% of the Company's revenues are through contracts with one payor for the years ended December 31, 2012 and 2011, respectively.

The Company operates in a heavily regulated environment. The operations of the Company is subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies, including but not limited to, the Office of Inspector General (OIG). Such administrative directives, rules and regulations are subject to change by an act of Congress or an administrative change mandated by the OIG or other regulatory bodies. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change.

Note (3) Investment in Tissue Regeneration Technologies, LLC

In 2005, UUC received 1,000,000 Class A member interests in Tissue Regeneration Technologies, LLC (TRT), a limited liability company organized to obtain FDA approvals of new technologies in the treatment of certain medical conditions, including wound care and orthopaedics. In exchange for the interests, UUC and a related party entered into exclusivity and non-compete agreements with TRT as its service provider for shockwave technology and systems through December 31, 2010. The agreement was not renewed. At the time of the initial investment, TRT was in its preliminary stages of operations and as such, no value was attributed to the interests by UUC. This investment has been accounted for using the cost method.

On January 1, 2010, a $244,375 deposit on equipment with TRT was converted into a promissory note. In accordance with an amendment entered into in December 2011, the note was due in monthly installments of $10,000 plus interest at 6.5% beginning April 2012, with final payment of the remaining balance due on December 31, 2012. During 2012, payments totaling $44,375 were received on the promissory note. On September 1, 2012, the note was amended such that $100,000 of the principal balance was converted to 715,000 shares of common stock and a new promissory note was entered for the remaining principal balance of $100,000. Under the new terms, the note is due in monthly installments of $10,000 plus interest at 6.5% beginning January 31, 2013, with final payment of the remaining balance due on December 31, 2013. The note is secured by parts and finished goods of TRT.

Note (4) Leases

The Company leases operating, office and storage space from various unrelated parties. The agreements have varying terms maturing from 2013 to 2022. The Company subleased one of the office spaces during 2011. Under the terms of the sublease agreement, the sublessee was obligated to the Company for the rent due under the original lease, which was initially a minimum monthly base rent of $8,609. The Company did not sublease any office or storage space in 2012. Total rent expense paid during 2012 and 2011 under these agreements, net of sublease payments, was $288,023 and $290,560, respectively.

Note (4) Leases - Continued

The Company leases one of its facilities with a related party (Building, LLC). Under the terms of the lease, which expires December 31, 2016, the Company is liable for an initial minimum monthly base rent of $10,101 for the period of January 1, 2012 through August 31, 2012, and $10,707 for September 1, 2012 through December 31, 2012, plus real estate taxes and insurance. The monthly base rent is increased 6% on an annual basis throughout the term of the lease. Rent expense paid to the related party under this agreement was $63,029 and $177,239 for the years ended December 31, 2012 and 2011, respectively. The Company paid approximately $60,000 of lease payments in advance during the year ended December 31, 2011.

During 2011, the Company advanced $184,587 to the Building, LLC for payment of the mortgage on the building. The mortgage note receivable was due in monthly installments of $3,293, including interest at 2.714%, until its maturity on May 20, 2016. The note was secured by the property. The balance of the note was $164,079 at December 31, 2011, and was included in due from related parties on the consolidated statement of assets, liabilities and members' equity – modified cash basis. The Company received full payment on the note in September 2012.

Future minimum rental payments to be paid by the Company, in the aggregate and for each of the next five years, are as follows:

2013	$	422,171
2014		436,865
2015		392,144
2016		319,285
2017		156,068
Total	**$**	**1,726,533**

Note (5) Business Combination

The Company entered into management and contribution agreements with Southwest Mobile Therapies, LLC (SWT). Under the terms of the agreements, the Company was providing management, billing and other administrative services to SWT until January 1, 2012, at which point a calculation of the relative values of each company, as defined in the agreement, was performed. Effective January 1, 2012, the assets of SWT, subject to its liabilities, were contributed to the Company in exchange for Class A member interests in the Company. The number of interests to be issued was based on the calculated relative values of each Company, as defined in the agreement. In accordance with the business combinations topic, the combination was accounted for using the purchase method as of January 1, 2012, the date upon which control over the assets and liabilities of SWT was assumed by the Company.

Note (5) Business Combinations - Continued

The fair value of assets acquired and liabilities assumed as a result of the business combination are as follows:

Current assets	$ 371,511
Property and equipment	893,208
Goodwill	233,598
Total assets acquired	**1,498,317**
Current liabilities	54,883
Notes payable	273,169
Total liabilities assumed	**328,052**
Net Assets Acquired	**$ 1,170,265**

Note (6) Related Parties

During the years ended December 31, 2012 and 2011, the Company received $733,886 and $669,194, respectively, from related entities for billing and administrative services provided in the normal course of business. Billing and administrative services are received based on a standard rate per case. The Company purchased services from a related party for the refurbishment of certain operating components of equipment. Expenses related to services performed represent less than 1% of operating costs for each of the years ended December 31, 2012 and 2011. In addition, the Company paid $10,216 and received $74,228 from related parties for reimbursement of payroll expenses for the year ended December 31, 2011.

During 2010, the Company and two related parties formed a joint venture limited liability company (LLC) to provide payroll services, and the employees of the Company and related parties became employees of the joint venture LLC. Effective July 1, 2010, the Company contracted with the joint venture LLC for use of the employees. Payments made to the joint venture LLC totaled $10,058,201 and $8,716,498 for the years ended December 31, 2012 and 2011, respectively.

The Company has a management agreement with a related party. Under the terms of the agreement, the Company is responsible for monthly fees based on a percentage of net revenues. Management fees paid to that related party were $3,986,200 and $2,793,700 for the years ended December 31, 2012 and 2011, respectively. The Company paid $970,900 of management fee payments in advance during the year ended December 31, 2012.

The Company leases equipment to related parties on a per case, monthly basis. Lease income received totaled $808,961 and $844,176 for the years ended December 31, 2012 and 2011, respectively.

During 2010, the Company paid legal fees totaling $421,981 on behalf of a related party in exchange for a note receivable. The note is due in full on December 31, 2015, including interest at 5.25%, and is subordinated to bank debt of the related party. The balance outstanding on the note receivable is included in due from related parties in the consolidated statement of assets, liabilities and members' equity, and was $380,223 and $444,135 as of December 31, 2012 and 2011, respectively.

Note (6) Related Parties - Continued

During 2012, Company was advanced $146,327 by a related party. The loan is noninterest-bearing and is due on demand.

As of December 31, 2012 and 2011, distribution payments to members of $8,441,244 and $7,006,007 were processed but held until immediately following the year end. During the year, the Company makes other advances to and from members that are netted on the consolidated statement of assets, liabilities and members' equity – modified cash basis. The net balance due to members was $8,137,616 and $7,240,264 as of December 31, 2012 and 2011, respectively.

Note (7) Commitments and Contingencies

The Company is the subject of various claims made in the ordinary course of business. Management believes that the ultimate outcomes of these matters will not have a material effect on the Company's financial statements.

During 2011, the Company entered into a settlement agreement with a provider as a result of certain billing that was discovered to have been billed in error. Under the terms of the agreement, the Company agreed to pay approximately $350,000 to the provider in three equal installments, with final payment due in April 2012. The first installment was paid during 2011 and the remaining two payments were paid in 2012.

As of December 31, 2012, a member withdrew his interest from the Company. The member is due $101,332 that will be paid in installments through December 2014.

Supplementary Information

United Urology Centers and Affiliate
Consolidated Schedules of Operating Expenses - Modified Cash Basis
For the Years Ended December 31, 2012 and 2011

	2012	Amount Per Case	2011	Amount Per Case
Salaries	$ -	$ -	$ 56,050	$ 4.57
Payroll taxes	-	-	(224)	(0.02)
Employee/leased employee health insurance	-	-	(1,055)	(0.09)
Retirement plan expense	2,350	0.17	-	-
Employee/leased employee lodging	125,895	9.24	48,591	3.96
Employee/leased employee meals	36,094	2.65	17,811	1.45
Employee/leased employee seminars	8,683	0.64	9,108	0.74
Medical supplies	671,566	49.30	603,305	49.19
Medical supplies - TUNA probes	6,375	0.47	-	-
Medical supplies - TUMT probes	52,275	3.84	7,650	0.62
Hazardous waste removal	2,772	0.20	4,079	0.33
Medical equipment maintenance	56,391	4.14	65,244	5.32
Lithotripter maintenance	595,013	43.68	809,723	66.01
Stonelight maintenance	13,315	0.98	-	-
XPS maintenance	15,757	1.16	-	-
HPS maintenance	8,250	0.61	16,689	1.36
TUMT maintenance	1,098	0.08	-	-
Cyber maintenance	57,850	4.25	-	-
Machine electrodes	659,446	48.41	597,863	48.74
Mobile location site fees	1,724,701	126.62	2,063,480	168.23
Truck maintenance	97,529	7.16	85,847	7.00
Truck garage rental	19,077	1.40	15,142	1.23
Vehicle insurance	55	0.00	-	-
Gas expense	269,867	19.81	191,340	15.60
Car/truck rental	25,781	1.89	4,146	0.34
Office expense	82,283	6.05	73,998	6.06
Office repairs and maintenance	36,342	2.67	45,717	3.73
Office equipment rental	10,901	0.80	10,504	0.86
Outside services	25,557	1.88	18,918	1.54
Dues and subscriptions	22,582	1.66	14,099	1.15
Licenses and permits	1,833	0.13	1,887	0.15
Rent	211,319	15.51	350,247	28.55
Telephone and internet	74,486	5.47	70,334	5.73
Utilities	21,891	1.61	29,545	2.41
Travel	171,500	12.59	66,267	5.40
Customer relations	3,112	0.23	-	-
Computer expenses	-	-	2,412	0.20
Bank and credit card fees	1,805	0.13	1,493	0.12
Property taxes	60,110	4.41	57,671	4.70
Total Operations Expenses	**$ 5,173,861**	**$ 379.84**	**$ 5,337,881**	**$ 435.18**

United Urology Centers and Affiliate

Consolidated Schedules of Billing Expenses - Modified Cash Basis

For the Years Ended December 31, 2012 and 2011

	2012	Amount Per Case	2011	Amount Per Case
Salaries	$ -	$ -	$ 14,250	$ 0.84
Employee/leased employee lodging	3,585	0.19	732	0.04
Employee/leased employee meals	2,868	0.15	1,554	0.09
Employee/leased employee seminars	404	0.02	1,535	0.09
Truck maintenance	79	-	-	-
Gas expense	19	-	-	-
Car/truck rental	463	0.02	-	-
Office expense	53,112	2.83	54,876	3.22
Office repairs and maintenance	3,483	0.19	2,344	0.14
Office equipment rental	14,195	0.76	14,309	0.84
Outside services	-	-	13,774	0.81
Dues and subscriptions	12,532	0.67	2,430	0.14
Rent	86,472	4.61	107,855	6.34
Telephone and internet	48,523	2.59	58,830	3.46
Utilities	8,633	0.46	9,009	0.53
Travel	4,698	0.25	3,123	0.18
Computer expenses	50,167	2.68	62,160	3.65
Bank and credit card fees	35,220	1.88	19,911	1.17
Total Billing Expenses	**324,453**	**17.30**	**366,692**	**21.54**
Less: Billing Service/Admin Fee	(733,886)	(39.15)	(669,194)	(39.31)
Billing Expense - Net	**$ (409,433)**	**$ (21.85)**	**$ (302,502)**	**$ (17.77)**
Total Cases - UUC		13,621		12,266
Total Cases - UST		-		186
Total Cases - UMT		5,126		4,570
Grand Total Cases - Billing		**18,747**		**17,022**

United Urology Centers and Affiliate

Consolidated Schedules of Development Expenses - Modified Cash Basis

For the Years Ended December 31, 2012 and 2011

	2012	Amount Per Case	2011	Amount Per Case
Salaries	$ -	$ -	$ 500	$ 0.04
Employee/leased employee lodging	15,046	1.10	4,105	0.33
Employee/leased employee meals	9,814	0.72	1,229	0.10
Truck maintenance	485	0.04	66	0.01
Gas expense	5,240	0.38	110	0.01
Car/truck rental	3,107	0.23	973	0.08
Office expense	2,364	0.18	704	0.04
Outside services	588	0.04	3,007	0.25
Commissions	-	-	1,901	0.15
Dues and subscriptions	678	0.05	5,714	0.47
Telephone and internet	9,736	0.71	2,775	0.23
Travel	33,729	2.48	13,226	1.08
Sales and marketing	35,610	2.61	5,634	0.46
Customer relations	807	0.06	129	0.01
Computer expenses	-	-	1,000	0.08
Bank and credit card fees	133	0.01	75	0.01
Total Development Expenses	**$ 117,337**	**$ 8.61**	**$ 41,148**	**$ 3.35**

United Urology Centers and Affiliate

Consolidated Schedules of Administration Expenses - Modified Cash Basis

For the Years Ended December 31, 2012 and 2011

	2012	Amount Per Case	2011	Amount Per Case
Salaries	$ -	$ -	$ 2,500	$ 0.20
Employee/leased employee lodging	1,150	0.08	4,523	0.37
Employee/leased employee meals	4,438	0.33	7,070	0.58
Employee/leased employee seminars	5,027	0.37	1,511	0.12
Gas expense	13	0.00	76	0.01
Car/truck rental	647	0.05	215	0.02
Office expense	16,260	1.19	18,886	1.52
Office repairs and maintenance	944	0.07	190	0.02
Office equipment rental	6,333	0.46	5,866	0.48
Outside services	3,609	0.26	31,081	2.53
Dues and subscriptions	1,166	0.09	1,833	0.15
Rent	50,260	3.69	9,698	0.79
Telephone and internet	9,075	0.67	4,958	0.40
Utilities	6,284	0.46	1,909	0.16
Travel	6,071	0.45	14,808	1.21
Sales and marketing	3,417	0.25	3,632	0.30
Office party expense	27,876	2.05	-	-
Computer expenses	3,267	0.24	2,940	0.24
Compliance training	9,674	0.71	-	-
Bank and credit card fees	16,114	1.18	9,298	0.76
Donations	527	0.04	5,964	0.49
Total Administration Expenses	**$ 172,152**	**$ 12.64**	**$ 126,958**	**$ 10.35**

United Urology Centers and Affiliate

Consolidated Schedules of General and Administrative Expenses - Modified Cash Basis

For the Years Ended December 31, 2012 and 2011

	2012	Amount Per Case	2011	Amount Per Case
Employee/leased employee lodging	$ 959	$ 0.07	$ 721	$ 0.06
Employee/leased employee meals	1,463	0.11	1,205	0.10
Human resources expenses	-	-	43	0.00
Office expense	5,589	0.40	8,330	0.69
Outside services	15,100	1.11	21,170	1.73
Dues and subscriptions	71,484	5.25	34,689	2.83
Licenses and permits	31,892	2.34	30,998	2.53
Telephone and internet	1,023	0.08	(8,170)	(0.67)
Travel	1,083	0.08	2,213	0.18
Management fees	3,986,200	292.65	2,793,700	227.76
Legal fee settlement expense	230,975	16.96	115,488	9.42
Sales and marketing	(79)	(0.01)	-	-
Customer relations	6,800	0.50	12,910	1.05
Office party expense	-	-	3,475	0.28
Computer expenses	65,868	4.84	-	-
General insurance	151,465	11.12	203,411	16.58
Professional fees	453,495	33.29	505,646	41.22
Compliance training	-	-	23,905	1.95
Bank and credit card fees	150	0.01	1,760	0.14
Moving expense	-	-	4,587	0.37
Sales and use tax	61,978	4.55	37,815	3.08
Franchise taxes	14,447	1.06	10,185	0.83
Donations	-	-	-	-
Total General and Administrative Expenses	**$ 5,099,892**	**$ 374.41**	**$ 3,804,081**	**$ 310.13**

United Shockwave Services

T 847.297.8712
F 847.297.8853
Toll-Free 877.465.4845

P.O. Box 2178
Des Plaines, IL 60017-2178
www.unitedtherapies.com

January 21, 2014

Ms. Courtney R. Avery
Administrator
Illinois Health Facilities & Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Mr. Michael Constantino
Supervisor, Project Review Section
Illinois Health Facilities & Service Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Re: Criterion 1120.130, Financial Viability Waiver Certification

Dear Ms. Avery and Mr. Constantino:

I hereby certify, under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, and pursuant to 77 Ill. Admin. Code § 1120.130, that United Shockwave Services Ltd. (the "Purchaser") will fund its obligations under that certain Asset Transfer Agreement and that certain Secured Free Cash Flow Note, executed by and between the Purchaser and United Urology Centers LLC, with sufficient and readily available cash and cash equivalents.

Sincerely,

Dr. Joel Cornfield
President

SUBSCRIBED AND SWORN
to before me this 21 day
of January, 2014.

Notary Public

OFFICIAL SEAL
SHARON A. CARRARA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 07-06-2017

Section X
Attachment 39
Economic Feasibility
Criterion 1120.140

Criterion 1120.140(a), Reasonableness of Financing Arrangements

Because the transaction (the "Transaction") set forth in the Asset Transfer Agreement (the "Asset Transfer Agreement") between United Urology Centers LLC (the "Seller") and United Shockwave Services Ltd. (the "Purchaser"), merely involves a transfer between affiliated entities, the Seller and the Purchaser executed a free cash flow note with a five year term (the "Seller Note") equal to the amount of the transfer price (i.e., $728,000). Under the terms of the Seller Note, the Purchaser is only required to pay interest, principal or any other amounts payable under the Seller Note if the Purchaser has sufficient cash available after paying its business expenses. A copy of the Seller Note is attached at ATTACHMENT 19.

That said, the Purchaser has sufficient cash on hand, and intends to use cash on hand, to satisfy the Purchaser's obligations under the Transaction and the Seller Note.

An affidavit from Dr. Joel Cornfield ("Dr. Cornfield"), the Purchaser's President, attesting to these statements is attached at ATTACHMENT 36.

Criterion 1120.140(b), Conditions of Debt Financing

The Purchaser has sufficient cash on hand, and intends to use cash on hand, to satisfy the Purchaser's obligations under the Transaction and the Seller Note. Accordingly, this criterion is not applicable.

Criterion 1120.140(c), Reasonableness of Project and Related Costs

This Transaction involves a change of ownership. This Transaction does not involve any construction or modernization. Accordingly, this criterion is not applicable.

Criterion 1120.140(d), Projected Operating Costs

This Transaction involves a change of ownership. Accordingly, this criterion is not applicable.

Criterion 1120.140(e), Total Effect of the Project On Capital Costs

Total Projected Annual Capital Costs in Target Utilization Year = $0

Total Projected Annual Capital Costs Per Procedure = $0

Section XI
Attachment 40
Safety Net Impact Statement

The proposed Transaction set forth in the Asset Transfer Agreement between United Urology Centers LLC and United Shockwave Services Ltd. involves a change of ownership. A change of ownership constitutes a non-substantive project. Accordingly, this criterion is not applicable.

That said, under the terms of the proposed Transaction (which is merely a change of ownership of an existing healthcare facility) the Surgery Center will remain open with no changes in the services rendered at the Surgery Center. Thus, the proposed Transaction will have no impact on the safety net services of the other healthcare care providers in the Surgery Center's service area.

Section XII
Attachment 41
Charity Care Information

The following chart sets forth the amount of charity care provided by United Urology Centers LLC (the "Seller") at the United Urology Center – La Grange (the "Surgery Center") for the past three years. Because the transaction (the "Transaction") set forth in the Asset Transfer Agreement between the Seller and United Shockwave Services Ltd. (the "Purchaser") involves a change of ownership, the Purchaser is not anticipating any material changes in the amount of charity care provided at the Surgery Center after the Transaction.

United Urology Center– LaGrange				
	2011	2012	2013	2014 (Projected)
Net Patient Revenue	$3,269,895.38	$4,849,848.05	$5,206,997.61	$5,727,697.37
Number of Charity Care Cases	2	8	9	10
Charity Care (Charges)	$28,251.00	$109,374.00	$124,982.00	$137,480.20
Cost of Charity Care	$28,251.00	$109,374.00	$111,478.00	$122,625.80

The Seller's financial statements for the past three years are attached at ATTACHMENT 37.

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

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1	Applicant/Coapplicant Identification including Certificate of Good Standing	1-23
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4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	40-41
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10	Discontinuation	N/A
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12	Purpose of the Project	53-54
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14	Size of the Project	N/A
15	Project Service Utilization	N/A
16	Unfinished or Shell Space	N/A
17	Assurances for Unfinished/Shell Space	N/A
18	Master Design Project	N/A
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	Service Specific:	
20	Medical Surgical Pediatrics, Obstetrics, ICU	N/A
21	Comprehensive Physical Rehabilitation	N/A
22	Acute Mental Illness	N/A
23	Neonatal Intensive Care	N/A
24	Open Heart Surgery	N/A
25	Cardiac Catheterization	N/A
26	In-Center Hemodialysis	N/A
27	Non-Hospital Based Ambulatory Surgery	N/A
28	Selected Organ Transplantation	N/A
29	Kidney Transplantation	N/A
30	Subacute Care Hospital Model	N/A
31	Children's Community-Based Health Care Center	N/A
32	Community-Based Residential Rehabilitation Center	N/A
33	Long Term Acute Care Hospital	N/A
34	Clinical Service Areas Other than Categories of Service	N/A
35	Freestanding Emergency Center Medical Services	N/A
	Financial and Economic Feasibility:	
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37	Financial Waiver	77-117
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