

**ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR CHANGE OF OWNERSHIP EXEMPTION**

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION
This Section must be completed for all projects.

Facility/Project Identification

Facility Name: NovaMed Eye Surgery Center of Maryville, LLC d/b/a Eyes of Illinois Surgery Center		
Street Address: 12 Maryville Professional Center		
City and Zip Code: Maryville, IL 62062		
County: Madison	Health Service Area: 011	Health Planning Area: 011

Legislators

State Senator Name: Rachelle Crowe
State Representative Name: Katie Stuart

Applicant(s) [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name: NovaMed Eye Surgery Center of Maryville, LLC
Street Address: 12 Maryville Professional Center
City and Zip Code: Maryville, IL 62062
Name of Registered Agent: Illinois Corporation Service Company
Registered Agent Street Address: 801 Adlai Stevenson Dr.
Registered Agent City and Zip Code: Springfield, IL, 62703
Name of Chief Executive Officer: Jennifer Baldock, Sr VP, Sec. & Authorized Agt of Managing Mbr, NovaMed Management Services, LLC
CEO Street Address: 310 Seven Springs Way, Ste 500
CEO City and Zip Code: Brentwood TN 37027
CEO Telephone Number: (615) 234-5935

Type of Ownership of Applicants

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship
Other	<input type="checkbox"/>

Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
 Partnerships must provide the name of the state in which they are 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]

Name: Sean Sullivan
Title: Attorney
Company Name: Alston & Bird LLP
Address: 1201 West Peachtree Street, Atlanta, GA 30309
Telephone Number: 404-881-4254
E-mail Address: sean.sullivan@alston.com
Fax Number: 404-253-8254

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Legislators

State Senator Name: Rachele Crowe
State Representative Name: Katie Stuart

Applicant(s) [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name: ECP ASC Holdings, LLC
Street Address: 15933 Clayton Road, Suite 210
City and Zip Code: Ballwin, MO 63011-2172
Name of Registered Agent: CT Corporation System
Registered Agent Street Address: 208 South LaSalle Street, Suite 814
Registered Agent City and Zip Code: Chicago, IL, 60604
Name of Chief Executive Officer: Kelly McCrann
CEO Street Address: 15933 Clayton Road, Suite 210
CEO City and Zip Code: Ballwin, MO 63011-2172
CEO Telephone Number: (636) 227-2600

of Ownership of Applicants

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
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Legislators

State Senator Name: Rachelle Crowe
State Representative Name: Katie Stuart

Applicant(s) [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name: Clarkson Eyecare, LLC
Street Address: 15933 Clayton Road, Suite 210
City and Zip Code: Ballwin, MO 63011-2172
Name of Registered Agent: CT Corporation System
Registered Agent Street Address: 208 South LaSalle Street, Suite 814
Registered Agent City and Zip Code: Chicago, IL, 60604
Name of Chief Executive Officer: Kelly McCrann
CEO Street Address: 15933 Clayton Road, Suite 210
CEO City and Zip Code: Ballwin, MO 63011-2172
CEO Telephone Number: (636) 227-2600

of Ownership of Applicants

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Legislators

State Senator Name: Rachelle Crowe
State Representative Name: Katie Stuart

Applicant(s) [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name: Eyecare Partners, LLC
Street Address: 15933 Clayton Road, Suite 210
City and Zip Code: Ballwin, MO 63011-2172
Name of Registered Agent: The Corporation Trust Company
Registered Agent Street Address: Corporation Trust Center, 1209 Orange Street
Registered Agent City and Zip Code: Wilmington, Delaware 19801
Name of Chief Executive Officer: Kelly McCrann
CEO Street Address: 15933 Clayton Road, Suite 210
CEO City and Zip Code: Ballwin, MO 63011-2172
CEO Telephone Number: (636) 227-2600

Type of Ownership of Applicants

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship
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Legislators

State Senator Name: Rachelle Crowe
State Representative Name: Katie Stuart

Applicant(s) [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name: Billiken Buyer, Inc.
Street Address: c/o Partners Group (USA) Inc., 1200 Entrepreneurial Drive
City and Zip Code: Broomfield, CO 80021
Name of Registered Agent: Corporation Service Company
Registered Agent Street Address: 251 Little Falls Drive
Registered Agent City and Zip Code: Wilmington, DE 19808
Name of Chief Executive Officer: Todd Williams
CEO Street Address: c/o Partners Group (USA) Inc., 1200 Entrepreneurial Drive
CEO City and Zip Code: Broomfield, CO 80021
CEO Telephone Number: (303) 606-3600

Type of Ownership of Applicants

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
<input checked="" type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship
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Telephone Number: 404-881-4254
E-mail Address: sean.sullivan@alston.com
Fax Number: 404-253-8254

Additional Contact [Person who is also authorized to discuss the Application]

Name:
Title:
Company Name:
Address:
Telephone Number:
E-mail Address:
Fax Number:

Post Exemption Contact

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

Name: Sean Sullivan
Title: Attorney
Company Name: Alston & Bird LLP
Address: 1201 West Peachtree Street, Atlanta, GA 30309
Telephone Number: 404-881-4254
E-mail Address: sean.sullivan@alston.com
Fax Number: 404-253-8254

Site Ownership after the Project is Complete

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: S&D Limited Partnership
Address of Site Owner: 2421 Corporate Center Drive, Granite City, IL 62040
Street Address or Legal Description of the Site: Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statements, 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.

Current Operating Identity/Licensee

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

Exact Legal Name: NovaMed Eye Surgery Center of Maryville, LLC		
Address: 12 Maryville Professional Center, Maryville, IL 62062		
<input type="checkbox"/> Non-profit Corporation <input type="checkbox"/> For-profit Corporation <input checked="" type="checkbox"/> Limited Liability Company Other	<input type="checkbox"/> Partnership <input type="checkbox"/> Governmental <input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/>

Operating Identity/Licensee after the Project is Complete

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

Exact Legal Name: NovaMed Eye Surgery Center of Maryville, LLC	
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<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Other	<input type="checkbox"/>
<ul style="list-style-type: none"> o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. o 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.	



**Illinois Department of
PUBLIC HEALTH**

HF 118874

← DISPLAY THIS PART IN A
CONSPICUOUS PLACE

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

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

Ngozi O. Ezike, M.D.
Director

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE	CATEGORY	LIC. NO.
11/26/2020		7002132
Ambulatory Surgery Treatment Center		
Effective: 11/27/2019		

Exp. Date 11/26/2020

Lic Number 7002132

Date Printed 9/12/2019

NovaMed Eye Surgery Center of Maryville, LLC
12 Professional Park Dr
Maryville, IL 62062

NovaMed Eye Surgery Center of Mary
12 Professional Park Dr
Maryville, IL 62062-5672

The face of this license has a colored background. Printed by Authority of the State of Illinois 12/19/19-153-001-10M-319

FEE RECEIPT NO.

Organizational Relationships

Provide (for each 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.

Narrative Description

In the space below, provide a brief narrative description of the change of ownership. 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.

NovaMed Eye Surgery Center of Maryville, LLC (the Current Licensee) operates a single specialty ambulatory surgical center in Maryville known as the Eyes of Illinois Surgery Center (the ASC), Illinois for performing ophthalmic surgeries and related procedures.

Subject to Review Board approval, the members of the Current Licensee will sell the Current Licensee to ECP ASC Holdings, LLC (Co-Applicant), a subsidiary of Clarkson Eyecare, LLC (Co-Applicant). Organizational charts showing the current ownership of the ASC and the post-transaction ownership of the ASC are attached.

The transaction is change of ownership only. No material changes in the operations of the ASC are anticipated as a result of the transaction.

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:

Not Applicable

Land acquisition is related to project	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Purchase Price: \$	_____	
Fair Market Value: \$	_____	

Project Status and Completion Schedules

Outstanding Permits: Does the facility have any projects for which the State Board issued a permit that is not complete? Yes ___ No X. If yes, indicate the projects by project number and whether the project will be complete when the exemption that is the subject of this application is complete.

Anticipated exemption completion date (refer to Part 1130.570): _____

State Agency Submittals

Are the following submittals up to date as applicable:

Cancer Registry

APORS

All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted

All reports regarding outstanding permits

Failure to be up to date with these requirements will result in the Application being deemed incomplete.

CERTIFICATION

The Application must be signed by the authorized representatives of the applicant entity. Authorized representatives are:

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

This Application is filed on the behalf of NovaMed Eye Surgery Center of Maryville, 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 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 fee required for this application is sent herewith or will be paid upon request.



SIGNATURE

Jennifer Baldock

PRINTED NAME

Sr VP, Secretary and Authorized Agent of Managing
Member, NovaMed Management Services, LLC

PRINTED TITLE

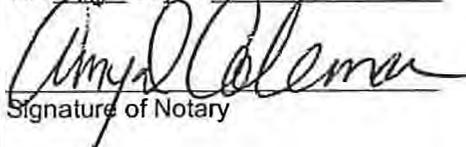
SIGNATURE

PRINTED NAME

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 16 day of January, 2020


Signature of Notary

Seal

*Insert the EAC legal name of the applicant

Notarization:

Subscribed and sworn to before me
this _____ day of _____

Signature of Notary

Seal



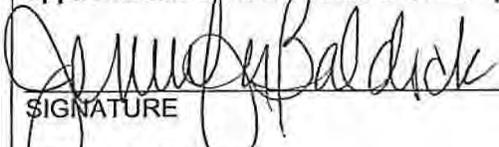
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This Application is filed on the behalf of NovaMed Management Services, LLC*

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 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 fee required for this application is sent herewith or will be paid upon request.



SIGNATURE

Jennifer Baldock

PRINTED NAME

Sr .VP, Secretary and Authorized Agent

PRINTED TITLE

SIGNATURE

PRINTED NAME

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 16 day of January, 2020

Notarization:
Subscribed and sworn to before me
this _____ day of _____



Signature of Notary

Signature of Notary

Seal
*Insert the EXACT legal name of the applicant

Seal



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This Application is filed on the behalf of ECP ASC Holdings, 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 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 fee required for this application is sent herewith or will be paid upon request.

Kathleen Shea

SIGNATURE

SIGNATURE

Kathleen Shea

PRINTED NAME

PRINTED NAME

CFO

PRINTED TITLE

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 21 day of January 2020

Notarization:
Subscribed and sworn to before me
this ____ day of _____

Kristina Caldwell

Signature of Notary

Signature of Notary

Seal
*Insert the EXACT legal name of the applicant

Seal



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- o in the case of a sole proprietor, the individual that is the proprietor.

This Application is filed on the behalf of Clarkson Eyecare 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 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 fee required for this application is sent herewith or will be paid upon request.

Kathleen Shea
SIGNATURE

SIGNATURE

Kathy Shea
PRINTED NAME
CFO

PRINTED NAME

PRINTED TITLE

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 21 day of January 2020

Notarization:
Subscribed and sworn to before me
this _____ day of _____

Kristina Caldwell
Signature of Notary

Signature of Notary

Seal
*Insert the EXACT legal name of the applicant

Seal



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- o in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- o in the case of a sole proprietor, the individual that is the proprietor.

This Application is filed on the behalf of EyeCare Partners, 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 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 fee required for this application is sent herewith or will be paid upon request.

Kathleen Shea

SIGNATURE

Kathy Shea

PRINTED NAME

CEO

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 21 day of January 2020

Kristina Caldwell

Signature of Notary

Seal
*Insert the EXACT legal name of the applicant



SIGNATURE

PRINTED NAME

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this ____ day of _____

Signature of Notary

Seal

CERTIFICATION

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- o in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- o in the case of a sole proprietor, the individual that is the proprietor.

This Application is filed on the behalf of Billiken Buyer, Inc.*

in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this Application 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 fee required for this application is sent herewith or will be paid upon request.

SIGNATURE

T. Miller

PRINTED NAME

President

PRINTED TITLE

SIGNATURE

Potr Biezychudek

PRINTED NAME

Vice President

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 14th day of January 2020

Signature of Notary

Seal

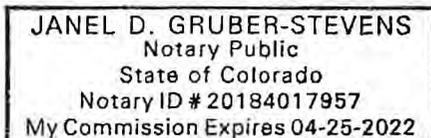
*Insert the EXACT legal name of the applicant

Notarization:

Subscribed and sworn to before me
this 17th day of January 2020

Signature of Notary

Seal



SECTION II. BACKGROUND.**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 listing of all health care facilities currently owned and/or operated in Illinois, by any corporate officers or directors, LLC members, partners, or owners of at least 5% of the proposed health care facility.
3. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant, directly or indirectly, during the three years prior to the filing of the application. Please provide information for each applicant, including corporate officers or directors, LLC members, partners and owners of at least 5% of the proposed facility. A health care facility is considered owned or operated by every person or entity that owns, directly or indirectly, an ownership interest.
4. 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.**
5. If, during a given calendar year, an applicant submits more than one Application, 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 that the information was 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 5, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-4) MUST BE IDENTIFIED IN ATTACHMENT 5.

SECTION III. CHANGE OF OWNERSHIP (CHOW)**Transaction Type. Check the Following that Applies to the Transaction:**

- Purchase resulting in the issuance of a license to an entity different from current licensee.
- Lease resulting in the issuance of a license to an entity different from current licensee.
- Stock transfer resulting in the issuance of a license to a different entity from current licensee.
- Stock transfer resulting in no change from current licensee.
- Assignment or transfer of assets resulting in the issuance of a license to an entity different from the current licensee.
- Assignment or transfer of assets not resulting in the issuance of a license to an entity different from the current licensee.
- Change in membership or sponsorship of a not-for-profit corporation that is the licensed entity.
- Change of 50% or more of the voting members of a not-for-profit corporation's board of directors that controls a health care facility's operations, license, certification or physical plant and assets.
- Change in the sponsorship or control of the person who is licensed, certified or owns the physical plant and assets of a governmental health care facility.
- Sale or transfer of the physical plant and related assets of a health care facility not resulting in a change of current licensee.
- Change of ownership among related persons resulting in a license being issued to an entity different from the current licensee
- Change of ownership among related persons that does not result in a license being issued to an entity different from the current licensee.
- Any other transaction that results in a person obtaining control of a health care facility's operation or physical plant and assets and explain in "Narrative Description."

1130.520 Requirements for Exemptions Involving the Change of Ownership of a Health Care Facility

1. Prior to acquiring or entering into a contract to acquire an existing health care facility, a person shall submit an application for exemption to HFSRB, submit the required application-processing fee (see Section 1130.230) and receive approval from HFSRB.
2. If the transaction is not completed according to the key terms submitted in the exemption application, a new application is required.
3. READ the applicable review criteria outlined below and **submit the required documentation (key terms) for the criteria:**

APPLICABLE REVIEW CRITERIA	CHOW
1130.520(b)(1)(A) - Names of the parties	X
1130.520(b)(1)(B) - Background of the parties, which shall include proof that the applicant is fit, willing, able, and has the qualifications, background and character to adequately provide a proper standard of health service for the community by certifying that no adverse action has been taken against the applicant by the federal government, licensing or certifying bodies, or any other agency of the State of Illinois against any health care facility owned or operated by the applicant, directly or indirectly, within three years preceding the filing of the application.	X
1130.520(b)(1)(C) - Structure of the transaction	X
1130.520(b)(1)(D) - Name of the person who will be licensed or certified entity after the transaction	X
1130.520(b)(1)(E) - List of the ownership or membership interests in such licensed or certified entity both prior to and after the transaction, including a description of the applicant's organizational structure with a listing of controlling or subsidiary persons.	X
1130.520(b)(1)(F) - Fair market value of assets to be transferred.	X
1130.520(b)(1)(G) - The purchase price or other forms of consideration to be provided for those assets. [20 ILCS 3960/8.5(a)]	X
1130.520(b)(2) - Affirmation that any projects for which permits have been issued have been completed or will be completed or altered in accordance with the provisions of this Section	X
1130.520(b)(3) - If the ownership change is for a hospital, affirmation that the facility will not adopt a more restrictive charity care policy than the policy that was in effect one year prior to the transaction. The hospital must provide affirmation that the compliant charity care policy will remain in effect for a two-year period following the change of ownership transaction	X

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 09/2019 Edition

1130.520(b)(4) - A statement as to the anticipated benefits of the proposed changes in ownership to the community	X
1130.520(b)(5) - The anticipated or potential cost savings, if any, that will result for the community and the facility because of the change in ownership;	X
1130.520(b)(6) - A description of the facility's quality improvement program mechanism that will be utilized to assure quality control;	X
1130.520(b)(7) - A description of the selection process that the acquiring entity will use to select the facility's governing body;	X
1130.520(b)(9)- A description or summary of any proposed changes to the scope of services or levels of care currently provided at the facility that are anticipated to occur within 24 months after acquisition.	X

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

SECTION IV.CHARITY CARE INFORMATION

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 7.

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

APPEND DOCUMENTATION AS ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

After paginating the entire completed application indicate, in the chart below, the page numbers for the included attachments:

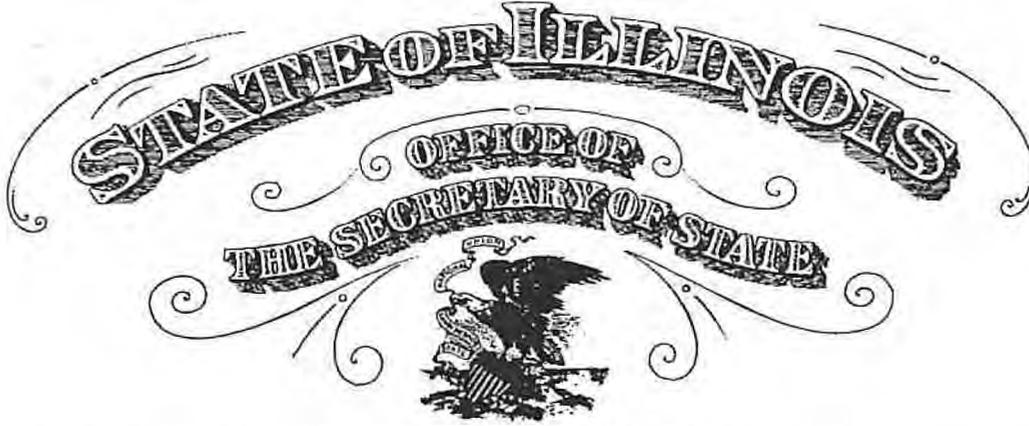
INDEX OF ATTACHMENTS		
ATTACHMENT NO.		PAGES
1	Applicant Identification including Certificate of Good Standing	25-31
2	Site Ownership	32-61
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	62
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	63-65
5	Background of the Applicant	66-70
6	Change of Ownership	71-72
7	Charity Care Information	73

Section I, Identification, General Information, and Certification
Applicants

Illinois Certificate of Good Standing for NovaMed Eye Surgery Center of Maryville, LLC; NovaMed Management Services, LLC; ECP ASC Holdings, LLC; and Clarkson Eyecare, LLC are attached as Attachment – 1. NovaMed Eye Surgery Center of Maryville, LLC is the operator of the ASC.

Delaware Certificates of Good Standing for EyeCare Partners, LLC and Billiken Buyer, Inc. are also attached as Attachment – 1. EyeCare Partners, LLC and Billiken Buyer, Inc. are not Illinois domestic entities or qualified to do business in Illinois. Accordingly, Certificates of Good Standing are not available from the Secretary of State of Illinois for these applicants.

File Number 0008577-4



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

NOVAMED EYE SURGERY CENTER OF MARYVILLE, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSMIT BUSINESS IN ILLINOIS ON OCTOBER 04, 1996, 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 TRANSMIT 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 8TH day of JANUARY A.D. 2020 .



Authentication #: 2000801814 verifiable until 01/08/2021
Authenticate at: <http://www.cyberdriveillinois.com>

Jesse White

SECRETARY OF STATE

File Number 0004078-9



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

NOVAMED MANAGEMENT SERVICES, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON AUGUST 29, 1995, 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 8TH day of JANUARY A.D. 2020 .

Jesse White

SECRETARY OF STATE

Authentication #: 2000801818 verifiable until 01/08/2021
Authenticate at: <http://www.cyberdriveillinois.com>

File Number 0591076-5



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

ECP ASC HOLDINGS, LLC, A MISSOURI LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON JULY 28, 2016, 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 8TH day of JANUARY A.D. 2020 .



Authentication #: 2000801820 verifiable until 01/08/2021
Authenticate at: <http://www.cyberdrivellinois.com>

Jesse White

SECRETARY OF STATE

File Number 0584355-3



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

CLARKSON EYECARE, LLC, A MISSOURI LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON JULY 18, 2016, 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 8TH day of JANUARY A.D. 2020 .

Jesse White

SECRETARY OF STATE

Authentication #: 2000801826 verifiable until 01/08/2021
Authenticate at: <http://www.cyberdriveillinois.com>

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "EYECARE PARTNERS, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTEENTH DAY OF JANUARY, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "EYECARE PARTNERS, LLC" WAS FORMED ON THE TWENTY-SEVENTH DAY OF MARCH, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



JWB
Jeffrey W. Bullock, Secretary of State

5718571 8300

SR# 20200268825

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202184042

Date: 01-14-20

Delaware
The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "BILLIKEN BUYER, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTEENTH DAY OF JANUARY, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "BILLIKEN BUYER, INC." WAS INCORPORATED ON THE TWENTY-SEVENTH DAY OF NOVEMBER, A.D. 2019.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL FRANCHISE TAXES HAVE BEEN ASSESSED TO DATE.



7725356 8300
SR# 20200268843
You may verify this certificate online at corp.delaware.gov/authver.shtml

JWB
Jeffrey W. Bullock, Secretary of State

Authentication: 202184047
Date: 01-14-20

Section I, Identification, General Information, and Certification
Site Ownership

There is no change in site ownership. The existing site lease, including all extension and renewal documents, is attached as Attachment – 2.

EXECUTION COPY

**OFFICE LEASE
AMENDED AND RESTATED OFFICE LEASE
12 MARYVILLE PROFESSIONAL CENTER, MARYVILLE, ILLINOIS**

THIS AMENDED AND RESTATED OFFICE LEASE, made effective as of 12:01 a.m. on February 1, 2003, is by and between S&D Limited Partnership, an Illinois limited partnership (as successor in interest to S&D Joint Venture, an Illinois general partnership) ("Landlord"), and NovaMed Eye Surgery Center of Maryville, LLC, a Delaware limited liability company ("Tenant").

RECITALS:

A. Landlord's (as successor to S&D Joint Venture) and NovaMed Eyecare Services, LLC (f/k/a NovaMed Eyecare Management, LLC) ("NovaMed") were previously parties to an office lease dated November 27, 1996, but effective for all purposes as of December 1, 1996 (the "Original Lease").

B. In connection with a Contract Termination and Asset Purchase Agreement of even date herewith, Landlord, NovaMed and Tenant are terminating that portion of the Original Lease relating to the operation of an eye care clinic by an affiliate of Landlord, but continuing the lease of space devoted to the operation of an ambulatory surgery center which hereafter will be owned and operated by Tenant, an affiliate of NovaMed.

C. The Original Lease will be amended and restated to reflect the foregoing, all on the terms and conditions set forth herein.

**INTRODUCTORY ARTICLE:
BASIC LEASE PROVISIONS
AND ENUMERATION OF EXHIBITS**

A. **Basic Lease Provisions.** The provisions of this Introductory Article are intended to be in outline form and are addressed in detail in other Articles of this Lease. In the event of any conflict, inconsistency or disagreement, the most restrictive Article shall prevail.

TENANT'S PRESENT ADDRESS:	980 North Michigan Ave. Suite 1620 Chicago, Illinois 60611
INITIAL TERM (Also see Article 1):	From the Commencement Date through the Termination Date
COMMENCEMENT DATE (Also see Article 1):	February 1, 2003
TERMINATION DATE (Also see Article 1):	November 30, 2006
PREMISES ADDRESS:	12 Maryville Professional Center, Maryville, Illinois 62062

PROPERTY:

That certain real property located at 12 Maryville Professional Center, Maryville, Illinois 62062, as set forth in the legal description attached hereto as Exhibit A, together with all improvements constructed thereon including a one-story building with basement (the "Building"), the parking and loading areas, if any, and all easements, rights-of-way, and other rights appurtenant thereto (collectively, the "Property").

PREMISES:

Those certain premises located within the Building allocated to the operation of an ambulatory surgery center, consisting of approximately 2,437 square feet of space on the first floor and in the basement for ASC space (the "ASC Space"), and an indivisible right to use approximately 2,718 square feet of shared space on the first floor and in the basement (the "Shared Space"), and shown on the Building floor plans attached hereto as Exhibit B (the ASC Space and Tenant's interest in the Shared Space shall be referred to herein as the "Premises").

TENANT'S PRO RATA SHARE OF PROPERTY: Thirty seven percent (37%) ("Tenant's Share"), as calculated in accordance with Exhibit C attached hereto. Landlord and Tenant acknowledge and agree that Tenant's Share has been determined based on an approximation of square footage measurements and other factors as set forth in said Exhibit, and that Tenant's Share is not subject to any adjustment or revision under this Lease, except in the event of a change in the actual size of the Premises or Building.

BASE RENT (Also see Article 2):

The following Base Rent will be paid for the ASC Space and Shared Space on the first floor:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Installment of Base Rent</u>
Commencement Date - November 30, 2003	\$53,066.04	\$4,422.17
December 1, 2003 - November 30, 2004	\$54,657.96	\$4,554.83
December 1, 2004 - November 30, 2005	\$56,297.76	\$4,691.48
December 1, 2005 - November 30, 2006	\$57,986.64	\$4,832.22

The following Base Rent will be paid for the ASC Space and the Shared Space in the basement:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Installment of Base Rent</u>
Commencement Date - November 30, 2003	\$8,298.96	\$691.58
December 1, 2003 - November 30, 2004	\$8,547.96	\$712.33
December 1, 2004 - November 30, 2005	\$8,804.40	\$733.70
December 1, 2005 - November 30, 2006	\$9,068.52	\$755.71

PERMITTED USE (See Article 4):

Operation of an ambulatory surgical center, laser surgery center, or any other surgical facility, as well as any other general commercial uses permitted by applicable law, including, without limitation, general office use.

B. Enumeration of Exhibits. The following exhibits are attached hereto and incorporated herein by this reference, as though set forth in full herein:

EXHIBIT A	Legal Description
EXHIBIT B	Floor Plans
EXHIBIT C	Tenant's Share

C. Table of Contents.

- | | |
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| 1. Premises; Term | 16. Nonwaiver |
| 2. Base Rent | 17. Remedies |
| 3. Taxes | 18. Surrender Of Possession |
| 4. Compliance With Laws; Use | 19. Holding Over |
| 5. Utilities | 20. Costs, Expenses And Attorneys Fees |

- | | |
|------------------------------------|-------------------------------|
| 6. Common Areas | 21. Estoppel |
| 7. Condition Of Premises | 22. Assignment and Subletting |
| 8. Repairs | 23. Notices |
| 9. Alterations | 24. Conveyance by Landlord |
| 10. Covenant Against Liens | 25. Subordination of Lease |
| 11. Fire Or Other Casualty | 26. Miscellaneous |
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| 13. Liability Insurance | 28. Option to Terminate |
| 14. Condemnation | 29. License for Clinic Space |
| 15. Waiver Of Claims And Indemnity | 30. Signage |

1. Premises; Term; Shared Space.

(a) Premises. In consideration of the covenants and agreements hereafter set forth, Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord the Premises for the Term (as hereinafter defined), unless sooner terminated or extended as provided herein, subject to the terms, covenants, and agreements herein contained.

(b) Term. As used herein, "Term" shall mean the Initial Term and any Renewal Term (as hereinafter defined).

(c) Shared Space. Tenant will be sharing the Shared Space with SureVision Eye Centers – Midwest, LLC ("SureVision"), which entity operates an ophthalmology practice in the Building. Notwithstanding anything herein to the contrary, to the extent Tenant or any other tenant having access to and/or use of the Shared Space desires to make any alterations to such Shared Space that (i) would affect the ingress to or egress from, the Shared Space, (ii) would affect ingress to or egress from the Building, (iii) would affect other Common Areas, or (iv) could in the reasonable estimation of Tenant affect Tenant's ambulatory surgery center licensure, then the parties conducting such alterations and the parties being affected by such alterations shall work together in good faith to mutually agree upon the plan for conducting such alterations. No changes or alterations shall be made to the Shared Space without Tenant's and Landlord's prior approval. Notwithstanding anything to the contrary in this Lease, Tenant shall not be assessed more than Tenant's Share of any costs arising from the Shared Space or alterations to the Shared Space that are to be passed through to Tenant as Base Rent, additional rent or other expense under this Lease.

2. Payment of Rent. Tenant shall pay to Landlord or Landlord's agent at the office of Landlord or at such other place as Landlord may from time to time designate:

(a) Base Rent. Annual Base Rent for the Premises in the amount set forth in the Introductory Article, payable in advance in equal monthly installments on the first day of each and every calendar month during the Term. If the Term commences on a day other than the first day of a calendar month, or ends on a day other than the last day of a calendar month, then the Base Rent for such fractional month shall be prorated on the basis of 1/365th of the

annual Base Rent for each day of such fractional month. Base Rent shall be payable without any prior demand therefor and without any deductions or set-offs whatsoever, except as otherwise provided for herein. In the event Base Rent is not received by Landlord on or before the tenth (10th) business day that the same is past due, a service charge of five percent (5%) of such past due amount (from the original due date thereof) shall become due and payable in addition to such amounts owed under this Lease.

(b) Additional Rent. Additional rent as otherwise specified in this Agreement. In the event additional rent is not received by Landlord on or before the tenth (10th) business day that the same is past due, a service charge of five percent (5%) of such past due amount (from the original due date thereof) shall become due and payable in addition to such amounts owed under this Lease.

3. Taxes. Tenant shall deposit with Landlord on the first day of each month an amount equal to one-twelfth (1/12th) of Tenant's Share of the annual Real Property Taxes. The amount of such deposits shall be based upon Landlord's reasonable estimate of the amount of Real Property Taxes due and payable with respect to the Premises for any applicable tax fiscal year such that there shall be on deposit sufficient funds to pay the installment(s) of Real Property Taxes one (1) month prior to the date(s) when they are due. No interest shall be due and payable on such deposits. Tenant shall promptly, upon the demand of Landlord, make additional deposits as Landlord may from time to time reasonably require due to (i) failure of Landlord to require, or failure of Tenant to make, Real Property Tax deposits in previous months, (ii) under estimation of the amount of Real Property Taxes, (iii) incorrect estimation of the due dates of Real Property Taxes, or (iv) application of the Real Property Tax deposits upon a default of Tenant (beyond any applicable notice and cure periods) pursuant to the terms of this Lease.

Landlord will, out of such deposits, pay the Real Property Taxes. If the deposits on hand are insufficient to pay Tenant's Share of all Real Property Taxes one (1) month prior to the date the same shall become due, Tenant shall pay to Landlord on demand the amount necessary to make up the deficiency. If Tenant should for any reason receive a copy of the tax bill, Tenant shall forward a copy of the same to Landlord as soon as practicable. Notwithstanding anything herein contained to the contrary, Landlord shall not be liable for any failure to apply such deposits if Tenant fails to present Landlord with a bill for such Real Property Taxes in accordance with the terms of the foregoing sentence.

Upon the default of Tenant (beyond any applicable notice and cure periods) under this Lease, Landlord may, at its option, apply any such deposits then on hand to Rent, or any other obligation of Tenant hereunder, in such order and manner as Landlord may elect. Tenant shall promptly upon demand of Landlord pay to Landlord the amount necessary to make up any deficiency caused by the application of such deposits by Landlord. Upon satisfaction by Tenant of all of Tenant's obligations under this Lease, any deposits paid by Tenant to Landlord that exceed the amount actually owed by Tenant for the last tax fiscal year during the Term shall be promptly refunded to Tenant. Such obligation shall survive the expiration or earlier termination of the Lease.

As used herein, the term "Real Property Taxes" shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, rental tax, improvement bond or bonds, levy or tax imposed upon the Property by any authority having the direct or indirect power to tax. The following shall be excluded from taxes: all capital levies

or other taxes assessed or imposed on Landlord upon the rents payable to Landlord under this Lease; any excess profits, franchise, capital stock, transfer and inheritance or estate taxes; and any excise, transaction, sales or privilege tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents from the Property or any portion thereof.

Tenant shall have the right to contest by appropriate legal proceedings the amount, validity or application of any taxes or liens thereof and further provided that Tenant shall provide notice of any such contest to Landlord within thirty (30) days after commencement thereof and Tenant shall pay the costs thereof. In the event a reduction in Real Property Taxes is secured after Tenant has made a payment and the Term has expired, Landlord shall provide to Tenant a refund in the amount of such reduction.

If the Premises are not separately assessed, Tenant's liability shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be reasonably determined by Landlord from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

4. Compliance With Laws: Use.

(A) Tenant, its agents, contractors, employees, licensees, permittees, guests, clients and customers shall use and occupy the Premises for the Permitted Use and for no other purpose whatsoever. Tenant shall not use or permit upon the Premises anything that will invalidate any policies of insurance now or hereafter carried on the Property or that will increase the rate of insurance on the Premises or on the Property. Tenant will pay all extra insurance premiums that may be caused by the use that Tenant shall make of the Premises. Tenant will not use or permit upon the Premises anything that may be dangerous to life or limb. Tenant will not in any manner deface or injure the Property or any part thereof or overload the floors of the Premises. Tenant will not do anything or permit anything to be done upon the Premises in any way tending to create a nuisance, or tending to disturb any other tenant on the Property or the occupants of neighboring property or tending to injure the reputation of the Property. Tenant will promptly and fully comply with all governmental, health and police requirements and regulations respecting the Premises. Tenant will not use the Premises for lodging or sleeping purposes or for any immoral or illegal purposes. Tenant shall not conduct nor permit to be conducted on the Premises any business which is contrary to any public law, ordinance or governmental regulation. Tenant hereby represents to Landlord that Tenant has placed and will place on the Property no materials hazardous to human health or the environment as the same may be defined and listed in any applicable governmental statute or regulations; *provided, however*, that medical waste generated through ordinary course of the Tenant's ambulatory surgery center business shall not be considered "materials hazardous to human health or the environment."

(B) Landlord shall comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now or hereafter in force, and with the requirements of the local Board of Fire Underwriters or any similar body now or hereafter constituted relating to or affecting the conditions, use or management of the common areas, structure and systems of the Property. Landlord hereby represents to Tenant that the Property contains no materials hazardous to human health or the environment as the same may be defined and listed in any applicable governmental statute or regulation. Landlord will indemnify, defend and save Tenant harmless from any and all actions, proceedings, claims, costs (including reasonable attorneys'

fees), expenses and losses of any kind arising in connection with Landlord's failure to comply with any law, statute, ordinance or regulation relating to or affecting the condition, use or occupancy of the Premises.

5. Utilities. Tenant shall reimburse Landlord on the first day of each month, or such other time as may be designated by the parties, for Tenant's Share of monthly Utility Costs (as hereinafter defined). As used herein, "Utility Costs" shall include the aggregate amount due and payable by Landlord for all water, sewer, sprinkler services, and other utilities and services used on the Property and shared by the tenants of the Building; *provided, however*, that Tenant has set up separate meters for gas and electricity used on the Premises, and so long as such utilities remain separately metered, Tenant shall pay its own respective Utility Costs for such metered utilities. For so long as the parties have separate meters, Landlord shall not be liable for any interruption or failure of utilities or any other service to the Premises and no such interruption or failure shall result in the abatement of rent hereunder.

6. Common Areas. Landlord agrees to make available to Tenant and to maintain in good condition and appearance, and to repair and replace, all areas and facilities of common benefit to the tenants and occupants of the Property, including, but not limited to: all roofs; outside walls; overhangs; guttering; downspouts; sidewalks; dumpsters and designated dumpster areas; landscaped areas; parking areas, common restrooms and hallways, subject to limitations herein set forth (the "Common Areas"). Tenant and its officers, employees, agents, customers and invitees shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use the Common Areas. Use of the Common Areas shall be subject to such reasonable rules and regulations as Landlord may, from time to time, adopt and Landlord reserves the right to make changes, additions, alterations or improvements in and to such Common Areas, *provided*, that there shall be no unreasonable obstruction of Tenant's right of access to the Premises. For use of the parking areas, Tenant will pay Landlord additional rent in the amount of \$90 per month, payable in advance on the first day of each and every calendar month during the Term. If the Term commences on a day other than the first day of a calendar month, or ends on a day other than the last day of a calendar month, then such additional rent for the parking areas for such fractional month shall be prorated on the basis of 1/30th of such additional rent for each day of such fractional month.

7. Condition Of Premises. No promise of the Landlord to alter, remodel, repair or improve the Premises or the Building and no representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant.

8. Repairs. Except as otherwise expressly set forth in this Article 8, Landlord shall be responsible for maintaining, repairing and replacing, at its sole cost and expense, the parking lot, the roof, foundation, load bearing walls, exterior walls and other structural elements, heating and air conditioning systems, and other mechanical systems and components that serve and support the Property, including the Premises (including lighting, electrical systems, plumbing lines and equipment, HVAC, drainage, septic and sewer service, and elevators). Landlord shall also be responsible for all other repairs and maintenance to the Shared Space, with Tenant to reimburse Landlord for Tenant's Share of the expenses for such repairs and maintenance. Tenant shall give Landlord written notice of any repair required by Landlord pursuant to this Article 8, after which Landlord shall have a reasonable period of time to complete the required repairs; *provided, however*, Landlord shall complete any such repairs

within ninety (90) days following receipt of written notice from Tenant.

In the exercise of its obligations under this Article 8, the Landlord shall use all reasonable efforts not to adversely affect the ingress and/or egress to the Premises or to interrupt the operation of Tenant's business at the Premises. In the event that ingress and/or egress is so affected or Tenant's business so interrupted, Base Rent shall abate for the period during which such condition shall be continuing.

Except for all replacements and those repairs for which Landlord is responsible under this Article 8, Tenant, at Tenant's sole cost and expense, shall maintain in good repair and condition all parts of the ASC Space (reasonable wear and tear excluded), other than those items above the ceiling, behind the walls and below the floor, except that Tenant shall maintain, at Tenant's expense, the heating and air conditioning and other mechanical systems and components that solely serve, and are unique to, the ASC Space (*i.e.* do not serve and support other portions of the Property), including lighting, electrical systems, and plumbing lines and equipment. In all instances, Landlord shall be solely responsible for the replacement of any of the foregoing systems and components.

9. Alterations. Tenant shall not make installations, alterations or additions in or to the Premises without submitting plans and specifications to Landlord and securing the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed; *provided, however,* Tenant shall have the right, without obtaining Landlord's consent, to perform any such work in the ASC Space that does not affect the Building's systems or structure. Such work shall be done at Tenant's sole cost and expense (subject to Paragraph 1(c)) with Landlord's consent in writing given prior to letting of contract, by contractors employed by Tenant, but in each case, only under written contract previously approved in writing by Landlord, and subject to all reasonable conditions Landlord may impose. All installations, alterations and additions shall be constructed in a good and workmanlike manner and shall comply with all insurance requirements, and with all ordinances and regulations of the municipality in which the Building is located or any department or agency thereof, and with the requirements of all statutes and regulations of the State of Illinois or any department or agency thereof. If, with Landlord's prior written consent, alterations are made by Tenant's contractors, Tenant shall furnish to Landlord prior to commencement thereof, building permits and certificates of appropriate insurance and payment, performance and other bonds, and upon completion of any installation, alteration or addition, contractor's affidavits and full and final waivers of lien covering all labor and material expended and used. Tenant shall hold Landlord harmless from all claims, costs, damages, liens and expenses which may arise out of or be connected in any way with said installations, alterations or additions.

All installations, alterations, additions, repairs, or replacements, whether temporary or permanent in character, including, without limitation, wall coverings, carpeting and other floor coverings, special lighting installations, built-in or attached shelving, cabinetry, and mirrors, made by Landlord or Tenant in or upon the Premises shall become Landlord's property and shall remain upon the Premises at the termination of this Lease by lapse of time or otherwise without compensation to Tenant (excepting only Tenant's movable office furniture, trade fixtures, and medical equipment and office equipment) unless otherwise agreed to by Landlord and Tenant; *provided, however,* that Landlord shall have the right to require Tenant to remove such

alterations, improvements, additions, repairs or replacements at Tenant's sole cost and expense in accordance with the provisions of Article 18 of this Lease.

Notwithstanding the foregoing, Tenant may request that Landlord determines at the time of Tenant's request to make such installation, addition or alteration whether Landlord will require Tenant to remove such installation, addition or alteration at the time of expiration of the Lease. In the event that Tenant makes such request, such decision by Landlord shall be binding on Landlord.

10. **Covenant Against Liens.** Nothing contained in this Lease shall authorize or empower Tenant to do any act which shall in any way encumber Landlord's title to the Building, Property or Premises, nor in any way subject Landlord's title to any claims by way of lien or encumbrance whether claimed by operation of law or by virtue of any expressed or implied contract of Tenant, and any claim to a lien upon the Building, Property or Premises arising from any act or omission of Tenant shall attach only against Tenant's interest and shall in all respects be subordinate to Landlord's title to the Building, Property and Premises. If Tenant has not removed, bonded or otherwise insured over to Landlord's reasonable satisfaction any such lien or encumbrance within thirty (30) days after written notice to Tenant by Landlord, such failure shall be considered a default under this Lease, and Landlord may, but shall not be obligated to, pay the amount necessary to remove such lien or encumbrance, without being responsible for making any investigation as to the validity or accuracy thereof, and the amount so paid, together with all costs and expenses (including reasonable attorneys' fees) incurred by Landlord in connection therewith, shall be deemed additional rent reserved under this Lease due and payable forthwith.

11. **Fire Or Other Casualty.** In the event (a) the Premises are made untenantable by fire or other casualty and Landlord shall decide not to restore or repair the same; or (b) the Building is so damaged by fire or other casualty that Landlord shall decide to demolish or rebuild the same, then, in any such event, Landlord shall have the right to terminate this Lease by notice to Tenant within ninety (90) days after the date of such fire or other casualty and the rent shall be apportioned on a per diem basis and paid to the date of such fire or other casualty. In the event the Premises are made untenantable by fire or other casualty and Landlord shall decide to rebuild and restore the same, this Lease shall not terminate and Landlord shall repair and restore the Premises at Landlord's expense and with due diligence, and the rent shall abate on a per diem basis during the period of reconstruction and repair.

In the event that the Premises are partially damaged by fire or other casualty but are not made wholly untenantable, then Landlord shall proceed with all due diligence to repair and restore the Premises. In such event, the rent shall abate in proportion to the non-usability of the Premises during the period while repairs are in progress.

Notwithstanding the foregoing, in the event Landlord commences the restoration and, within one hundred eighty (180) days after the fire or other casualty, the Premises and the Building have not been substantially restored by Landlord, Tenant may terminate this Lease by written notice to Landlord given within thirty (30) days after the end of said one hundred eighty (180) day period. In addition, in the event that the Premises are substantially damaged by fire or other casualty during the last year of the Term, Tenant may terminate this Lease by written notice to Landlord given within sixty (60) days after the date such casualty occurred. If Tenant shall give notice of termination pursuant to this Article 11, such notice shall specify a date for

the expiration of this Lease, which date shall not be more than thirty (30) days after the giving of such notice and the Term of this Lease shall expire on such date as fully and completely as if such date were the date set forth above for the termination of this Lease unless Landlord shall have substantially completed restoration of and delivered the Premises to Tenant for occupancy, prior to such date. Upon termination of the Lease, Tenant shall forthwith quit, surrender and vacate the Premises without prejudice, however, to the rights and remedies of either party against the other under the Lease provisions in effect prior to such fire or other casualty, and any Base Rent or additional rent owing shall be paid up to the date of such fire or other casualty and Tenant shall be relieved of its obligations hereunder to pay rent accruing from and after the date of such fire or other casualty and any payment of rent made by Tenant which was on account of any period subsequent to such date shall be returned to Tenant.

12. Insurance. In consideration of the leasing of the Premises at the rental stated in Article 2, Landlord and Tenant agree to provide insurance and allocate the risk of loss as follows:

Tenant, at its sole cost and expense but for the mutual benefit of Landlord and Tenant (when used in this Article the term "Landlord" shall include Landlord and its officers, agents, servants and employees and the term "Tenant" shall include Tenant's agents, servants and employees), shall purchase and keep and maintain in force and effect during the Term hereof, insurance under policies issued by insurers of recognized responsibility on its merchandise, inventory, contents, furniture, equipment or other personal property located in the Premises protecting Landlord and Tenant from damage or other loss caused by fire or other casualty including, but not limited to, vandalism and malicious mischief, perils covered by all risk and extended coverage, theft, sprinkler leakage, water damage (however caused), explosion, malfunction or failure of heating and cooling or other apparatus, and other similar risks in amounts not less than the full insurable replacement value of such property. Such insurance shall provide that it is specific and not contributory and shall name the Landlord as an additional insured.

Landlord shall maintain in full force and effect throughout the Term, fire and extended coverage insurance on the Building, including without limitation on leasehold improvements and fixtures, in an amount equal to the full insurable value of the Building. For each twelve (12) month period (a "Lease Year") from and after the Commencement Date, Tenant shall reimburse Landlord for Tenant's Share of fire and extended coverage insurance premiums for the Building ("Premiums"). Reimbursement shall be made by Tenant to Landlord within thirty (30) days after Landlord's delivery to Tenant of a paid bill showing payment in full of the Premiums currently due and payable, together with a calculation of Tenant's Share thereof. As applicable, Premiums shall be prorated to reflect any portion of the time period covered by such Premiums which falls outside of the Term of this Lease.

Landlord and Tenant each hereby waive any and every claim for recovery from the other for any and all loss of or damage to the Property or Premises or to the contents thereof, which loss or damage is covered by valid and collectible physical damage insurance policies, to the extent that such loss or damage is recoverable under said insurance policies. Inasmuch as this mutual waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), Landlord and Tenant each agree to give to each

insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver. At Tenant's request, Landlord shall deliver to Tenant certificates of insurance evidencing the coverage required above upon execution hereof and thereafter not less than fifteen (15) days prior to the expiration date of any such policy. Tenant shall deliver to Landlord certificates of insurance evidencing the coverage required above upon execution hereof and thereafter not less than fifteen (15) days prior to the expiration date of any such policy.

13. **Liability Insurance.** Tenant shall maintain during the Term at its sole cost and expense under policies issued by insurers of recognized responsibility: a) commercial liability insurance, or equivalent with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 annual aggregate, for bodily injury, personal injury and property damage liability, broad form property damage and contractual liability (at replacement value) coverages. The commercial liability policy shall name Landlord, and its officers, agents, servants and employees, as additional insureds, as well as SureVision. Tenant shall deliver certificates of insurance evidencing such coverage upon execution hereof and thereafter not less than fifteen (15) days prior to the expiration date of any such policy.

Landlord shall maintain during the Term comprehensive public liability insurance under policies issued by insurers of recognized responsibility with limits of not less than \$1,000,000 for personal injury, bodily injury, sickness, disease or death, and not less than \$1,000,000 for damage or injury to or destruction of property (including the loss of use thereof) for any one occurrence. At Tenant's request, Landlord shall deliver certificates of insurance evidencing such coverage upon execution hereof and thereafter not less than fifteen (15) days prior to the expiration date of any such policy.

14. **Condemnation.** If the whole or any part of the Premises, Building or Property shall be taken or condemned by any competent authority for any public or quasi-public use or purpose or if any adjacent property or street shall be condemned or improved in such manner as to require the use of any part of the Premises or of the Building, the Term, at the option of Landlord, shall end upon the date when the possession of the part so taken shall be required for such use or purpose and Landlord shall be entitled to receive the entire award without any payment to Tenant, the Tenant hereby assigning to the Landlord the Tenant's interest therein, if any; *provided, however,* Tenant shall have the right to seek payment from such condemning authority for the value of Tenant's trade fixtures paid solely by Tenant, and Tenant's moving and relocation expenses, but only to the extent such payment shall not diminish the award to be granted to Landlord, or otherwise delay or interfere with the proceeding in which Landlord is then engaged. Current rent shall be apportioned as of the date of such termination.

15. **Waiver Of Claims And Indemnity.** Tenant agrees that, to the extent not expressly prohibited by law, or caused by the negligent or intentional acts or willful misconduct of Landlord or its agents or employees or arising out of a breach by Landlord of its covenants under this Lease, Landlord and its officers, agents, servants and employees shall not be liable for (nor shall rent abate as a result of) any direct or consequential damage (including damage claimed for actual or constructive eviction) either to person or property sustained by Tenant, its servants, employees, agents, invitees or guests due to the Premises or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of any accident in or about said Premises, or due to any act or neglect of any tenant or occupant of said Building or of

any other person. This provision shall apply particularly (but not exclusively) to damage caused by water, snow, frost, steam, sewage, gas, electricity, sewer gas or odors or by the bursting, leaking or dripping of pipes, faucets and plumbing fixtures and windows, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the causes specifically enumerated above or to some other cause of an entirely different kind. Tenant further agrees that all of Tenant's personal property in the Premises or the Building shall be at the risk of Tenant only and that Landlord shall not be liable for any loss or damage thereto or theft thereof. Tenant shall protect, indemnify and save Landlord and its officers, agents, servants and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from injury to persons or damage to property on the Premises or in or about the Property arising out of or in connection with Tenant's use or occupancy of the Premises or Tenant's activities on the Property, or arising from any act or negligence of Tenant, or its agents, contractors, servants, employees, or invitees, but only to the extent that all such obligations, liabilities, costs, damages, claims and expenses are not covered by the insurance required to be maintained by Landlord and Tenant hereunder.

Landlord shall protect, indemnify and save Tenant and its officers, agents, partners and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from injury to persons or damage to property on the Premises or in or about the Property arising out of or in connection with Landlord's ownership and operation of the Property or Landlord's activities on the Property, or arising from any negligent or intentional act or willful misconduct of Landlord, or its agents, contractors, servants, employees or invitees, but only to the extent that all such obligations, liabilities, costs, damages, claims and expenses are not covered by the insurance required to be maintained by Landlord and Tenant hereunder.

16. Nonwaiver. No waiver of any condition expressed in this Lease shall be implied by any neglect of Landlord or Tenant to enforce any remedy on account of the violation of such condition if such violation be continued or repeated subsequently, and no express waiver shall affect any condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated. No receipt of moneys by Landlord from Tenant after the termination in any way of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given to Tenant prior to the receipt of such moneys, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises Landlord may receive and collect any rent or other sums due, and such payment shall not waive or affect said notice, suit or judgment.

17. Remedies

Landlord's Remedies. If (a) default shall be made in the payment of the rent or any installment thereof or in the payment of any other sum required to be paid by Tenant under this Lease, or under the terms of any other agreement between Landlord and Tenant, and such default shall continue for five (5) business days after Tenant's receipt of written notice from Landlord, or (b) default shall be made in the full and prompt performance of any of the other covenants or conditions which Tenant is required to observe and perform and such default shall continue for thirty (30) days after written notice to Tenant; *provided, however*, if such default cannot be reasonably cured within said thirty (30) day period, Tenant shall not be in default if

Tenant commences to cure the default within said thirty (30) day period and diligently and in good faith continues to cure the default (*provided, further*, that such default shall not continue for more than one hundred eighty (180) days), then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and thereupon at its option may, with notice to Tenant, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

(i) Landlord may terminate this Lease and the Term created hereby, in which event Landlord may forthwith repossess the Premises and be entitled to recover forthwith as damages a sum of money equal to the (a) present value (discounted at the rate of eight percent (8%) per annum) of the difference between (i) the Base Rent provided to be paid by Tenant for the balance of the stated Term of the Lease, and (ii) the fair base rental value of the Premises for said period, and (b) any other sum of money and damages owed by Tenant to Landlord.

(ii) Landlord may terminate Tenant's right of possession and may repossess the Premises by forcible entry or detainer suit or otherwise, without terminating this Lease, in which event Landlord shall to the extent required by law mitigate its damages by using its commercially-reasonable efforts to relet all or any part of the Premises, for such rent and upon such terms as shall be reasonably satisfactory to Landlord. For the purpose of such reletting, Landlord is authorized to decorate or to make any repairs, changes, alterations or additions in or to the Premises that may be reasonably necessary, and if Landlord shall fail to relet the Premises (after using such mitigation efforts as are required by applicable law) or if the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the reasonable costs and expenses of such decorations, repairs, changes, alterations and additions and the reasonable expenses of such reletting and of the collection of the rent accruing therefrom to satisfy the rent provided for in this Lease to be paid, then Tenant shall pay to Landlord as damages a sum equal to the amount of the Base Rent and Tenant's Share of the Real Property Taxes reserved in this Lease for such period or periods, or, if the Premises have been relet, Tenant shall satisfy and pay any such deficiency upon demand therefor from time to time, and Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this paragraph and any other sums due under this Lease from time to time and that no suit or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.

Tenant's Remedies. In the event Landlord does not perform any of its obligations under this Lease, Tenant shall have the right, but not the obligation, to perform such obligations and covenants on behalf of Landlord, *provided* Tenant has given Landlord fifteen (15) days' prior written notice of any such default and Landlord has failed to commence and diligently pursue curing such default within such fifteen (15) day period. In the event of an emergency, Tenant shall be under no obligation to provide Landlord with prior written notice and the opportunity to cure the default. Any and all reasonable costs and expenses incurred by Tenant in the performance of any of Landlord's obligations under this Lease shall become immediately due and payable by Landlord to Tenant upon presentation to Landlord of an invoice therefor. In the event such invoice is not paid by Landlord within thirty (30) days of Landlord's receipt of the same, Tenant may reduce any and all payments of Base Rent due and payable under this Lease, by setting such costs off against rent reserved herein until such amounts (plus interest at the rate

of two percent (2%) per annum in excess of the corporate base rate in effect from time to time at The National City Bank of Michigan/Illinois or any successor thereto) paid Tenant are fully repaid and reimbursed to Tenant.

18. **Surrender Of Possession.** On or before the date this Lease and the Term hereby created terminates, or on or before the date Tenant's right of possession terminates, whether by lapse of time or at the option of Landlord, Tenant shall: (i) remove from the Premises all of Tenant's personal property; and (ii) surrender possession of the Premises to Landlord in a clean condition free of all rubbish and debris.

19. **Holding Over.** Tenant shall pay to Landlord 150% of the Base Rent then applicable for each month or portion thereof Tenant shall retain possession of the Premises or any part thereof after the termination of this Lease, whether by lapse of time or otherwise and Tenant shall be deemed to be occupying the Premises on a month-to-month tenancy.

20. **Costs, Expenses and Attorneys' Fees.** In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation. In case Tenant shall, without fault on its part, be made a party to any litigation commenced by or against Landlord, then Landlord shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Tenant in connection with such litigation. The non-prevailing party shall pay the prevailing party's costs, expenses and reasonable attorneys' fees incurred or paid by the prevailing party in enforcing the terms of this Lease.

21. **Estoppel.** Tenant agrees that from time to time upon not less than fifteen (15) days' prior request by Landlord, Tenant or Tenant's duly authorized representative having knowledge of the following facts shall deliver to Landlord a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications that the Lease as modified is in full force and effect); (b) the dates to which the rent and other charges have been paid; (c) that to the best of Tenant's knowledge neither Landlord nor Tenant is in default under any provision of this Lease, or, if in default, the nature thereof in detail; (d) that there are no offsets or defenses to the payment of Base Rent, additional rent or any other sums payable under this Lease or, if there are any such offsets or defenses, specifying such in detail; and (e) such further matters as may be set forth on the form of estoppel certificate, or as may be reasonably requested by Landlord.

22. **Assignment And Subletting.** Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed, (i) assign, convey, mortgage, pledge or otherwise transfer this Lease, or any part thereof, or any interest hereunder; (ii) permit any assignment of this Lease, or any part thereof, by operation of law; (iii) sublet the Premises or any part thereof; or (iv) permit the use of the Premises, or any part thereof, by any parties other than Tenant, its agents and employees; *provided, however,* that Tenant may assign or otherwise transfer this lease, or any part thereof, or any interest hereunder, and may sublet or permit the use of the Premises, or any part thereof, without the prior written consent of Landlord, (x) to any affiliate of Tenant (*provided* such assignment shall not release Tenant, unless Tenant has obtained Landlord's prior written consent thereof), (y) in connection with and in contemplation of a reorganization, merger, consolidation or the sale of all or substantially all of the capital stock or assets of Tenant (or any other transaction substantially similar in effect), or (z) in connection with the sale of the ambulatory surgery center located on the Premises. Tenant

shall, by notice in writing, advise Landlord of its intention from, on and after a stated date (which shall not be less than ten (10) days after date of Tenant's notice), to assign this Lease, or any part thereof, or to sublet any part or all of the Premises for the balance or any part of the Term. Tenant's notice shall include all of the terms of the proposed assignment or sublease (whether contained in such assignment or sublease or in separate agreements) and shall state the consideration therefor. Tenant's notice shall state the name and address of the proposed assignee or subtenant and a true and complete and fully-executed copy of the proposed assignment or sublease and any and all other agreements relating thereto shall be delivered to Landlord with Tenant's notice.

Any subletting or assignment hereunder shall not release or discharge Tenant of or from any liability, whether past, present or future, under this Lease, and Tenant shall continue fully liable thereunder; *provided, however*, in the case of an assignment effected pursuant to the preceding paragraph of this Article 22, Tenant shall be released and discharged of its obligations and liabilities hereunder so long as any such assignee shall execute an instrument in writing fully assuming all of the obligations and liabilities imposed upon Tenant under this Lease and deliver the same to Landlord and Landlord consents to such release. Any subtenant or assignee shall agree in a form satisfactory to Landlord to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease to the extent of the space sublet or assigned, and Tenant shall deliver to Landlord promptly after execution, an executed copy of each such sublease or assignment and an agreement of compliance by each such subtenant or assignee. Tenant agrees to pay to Landlord, on demand, all reasonable costs incurred by Landlord (including fees paid to consultants and attorneys) in connection with any request by Tenant for Landlord to consent to any assignment or subletting by Tenant. Any sale, assignment, mortgage, transfer or subletting of this Lease which is not in compliance with the provisions of this Article shall be of no effect and void.

23. Notices. In every instance where it shall be necessary or desirable for Landlord or Tenant to serve any notice or demand upon the other, such notice or demand shall be in writing and sent by United States Registered or Certified Mail, postage prepaid, courier service or personal delivery. Notices from Tenant shall be addressed to Landlord at the place where rental under this Lease is then being paid. Any notice or demand to be given by Landlord to Tenant shall be effective if given either by the Landlord, by the rental agent or their attorneys on behalf of the Landlord to the Premises, or to such other address as may appear on the records of Landlord. Notice sent as aforesaid shall be deemed to have been served at the time the same is delivered or refused.

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

25. Subordination Of Lease. The rights of the Tenant under this Lease shall be and are subject and subordinate at all times to all ground leases and underlying leases, if any, now or hereafter in force against the Property, and to the lien of any mortgages or deeds of trust now or hereafter in force against such leases, the Property or the Building, or all of them, and to all

advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, amendments, consolidations, replacements and extensions thereof. Landlord shall use its best efforts to obtain from any such mortgagee and deliver to Tenant a non-disturbance agreement in form reasonably satisfactory to Tenant. This Article is self-operative and no further instrument of subordination shall be required. Any mortgagee or beneficiary under a deed of trust may, however, elect to have this Lease be superior to its mortgage or deed of trust. Tenant, at the option of any mortgagee or beneficiary under a deed of trust, agrees to attorn to such mortgagee or beneficiary in the event of a foreclosure sale or deed in lieu thereof. Landlord agrees that, to the extent that any future mortgagee or ground lessor obtains an interest in the Building or Property and such future mortgagee or ground lessor requests a subordination agreement from Tenant, Landlord shall use all commercially reasonable efforts to obtain a so-called non-disturbance agreement from such mortgagee or ground lessor in such mortgagee's or ground lessor's then customary form.

26. Miscellaneous. Landlord and Tenant further covenant with each other that:

(a) All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law.

(b) All payments becoming due under this Lease or under any work order or other agreement relating to the Premises shall be considered as rent, and if unpaid when due shall bear interest from such date until paid at the rate of two percent (2%) per annum in excess of the corporate base rate in effect from time to time at The National City Bank of Michigan/Illinois or any successor thereto (unless a lesser rate shall then be the maximum rate permissible by law with respect thereto, in which event such lesser rate shall be charged).

(c) The word "Tenant" wherever used herein shall be construed to mean Tenants in all cases where there is more than one Tenant, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

(d) Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit, not only of Landlord and of Tenant, but also of their respective heirs, legal representatives, successors and assigns, *provided* this clause shall not permit any assignment contrary to the provisions of Article 22 hereof.

(e) All of the representations and obligations of Landlord are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon the Landlord unless in writing signed by Landlord or by a duly authorized agent of Landlord empowered by a written authority signed by Landlord.

(f) Submission of this instrument for examination shall not bind Landlord in any manner, and no lease or obligation on Landlord shall arise until this instrument is signed and delivered by Landlord and Tenant.

(g) No rights to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.

(h) Sectional headings in this Lease are solely for convenience of reference and shall not in any way limit or amplify the terms and provisions hereof.

(i) The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not offset or impair any other provision. If any provision of this Lease is capable of two constructions, one of which would render the provision invalid and the other of which would make the provision valid, then the provision shall have the meaning, which renders it valid.

(j) Landlord's title is and always shall be paramount to the title of Tenant. Nothing herein contained shall empower Tenant to commit or engage in any act, which can, shall or may encumber the title of Landlord.

(k) Neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant, and the recording thereof in violation of this provision shall make this Lease null and void at Landlord's election.

(l) Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of rent nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

(m) All indemnities, covenants and agreements of Landlord or Tenant contained herein which inure to the benefit of Landlord or Tenant, as the case may be, shall be construed to also inure to the benefit of such respective party's partners, officers, agents and employees.

(n) So long as Tenant keeps and performs each and every term, provision and condition herein contained on the part of Tenant to be kept and performed and so long as Tenant is not in default hereunder (beyond any applicable notice or cure period), Tenant shall during the Term hereof peacefully and quietly enjoy the Premises without hindrance by Landlord, or by anyone claiming by, through or under Landlord.

(o) Landlord shall be responsible for any improvements, alterations or repairs to the common areas and service areas of the Building required to comply with the provisions of Title III of the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and the regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time (collectively, "ADA").

27. Renewal Option. Tenant shall have the right to extend the Term for three (3) additional five (5) year periods (each such period is herein called a "Renewal Term"). The option to extend for each Renewal Term shall be exercised, if at all, by written notice from

Tenant to Landlord ("Tenant's Renewal Notice") given at least four (4) months prior to the expiration of the Term or the applicable Renewal Term, as the case may be. The lease of the Premises during the Renewal Term shall be upon the same terms and conditions as are contained in the Lease, as amended hereby, except the Base Rent during each year of each Renewal Term shall be increased three percent (3%) per annum on the first day of each contract year during each applicable Renewal Term.

28. **Option to Terminate.** Landlord hereby agrees that, if at any time during the Term, SureVision closes or relocates its medical clinic currently operating on the Property, then (notwithstanding anything herein to the contrary) Tenant shall have the right to elect, in its sole and absolute discretion, to terminate this Lease upon 90 days prior written notice, with no penalty or additional payments due to Landlord.

29. **License for Clinic Space.** Landlord hereby grants to Tenant a license to use, from time to time during the Term, the space on the Property currently operated by SureVision, as reasonably necessary by Tenant for the operation of its ambulatory surgery center; *provided, however*, that Tenant's use of such space does not materially interfere with the SureVision's daily business activities.

30. **Signage.** During the Term, Tenant shall have the right, at its sole cost and expense, to erect and maintain any signs as Tenant may require so long as Tenant pays for all costs and expenses incurred in connection with any such signs and *provided* that all signs must comply with all applicable laws, regulations, zoning ordinances and other legal requirements. In accordance with Article 18 of this Lease, Landlord may require Tenant to remove any such signs at Tenant's sole cost and expense.

* * * * *

IN WITNESS WHEREOF, the undersigned have entered into this Lease as of the date first written above.

LANDLORD:

S&D LIMITED PARTNERSHIP, an Illinois limited partnership (as successor to S&D Joint Venture)

By: E.A. Dooly (Signature)
Its duly authorized signatory
Name: E.A. Dooly (Signature)

Attest: (Signature)
Name: (Signature)
Title: Witness

TENANT:

NOVAMED EYE SURGERY CENTER OF MARYVILLE, LLC, a Delaware limited liability company

By: NovaMed Eyecare Services, LLC, its Manager

By: _____
Stephen J. Winjum, President

Attest: _____
Name: _____
Title: _____

AR Maryville Office Lease

IN WITNESS WHEREOF, the undersigned have entered into this Lease as of the date first written above.

LANDLORD:

S&D LIMITED PARTNERSHIP, an Illinois limited partnership (as successor to S&D Joint Venture)

By: _____
Its duly authorized signatory
Name: _____

Attest: _____
Name: _____
Title: _____

TENANT:

NOVAMED EYE SURGERY CENTER OF MARYVILLE, LLC, a Delaware limited liability company
By: NovaMed Eyecare Services, LLC, its Manager

By: Stephen J. Winjum
Stephen J. Winjum, President

Attest: Julia A. M. Fisher
Name: Julia A. M. Fisher
Title: Associate Vice President + Corporate Counsel

AR Maryville Office Lease



EXHIBIT A

Legal Description

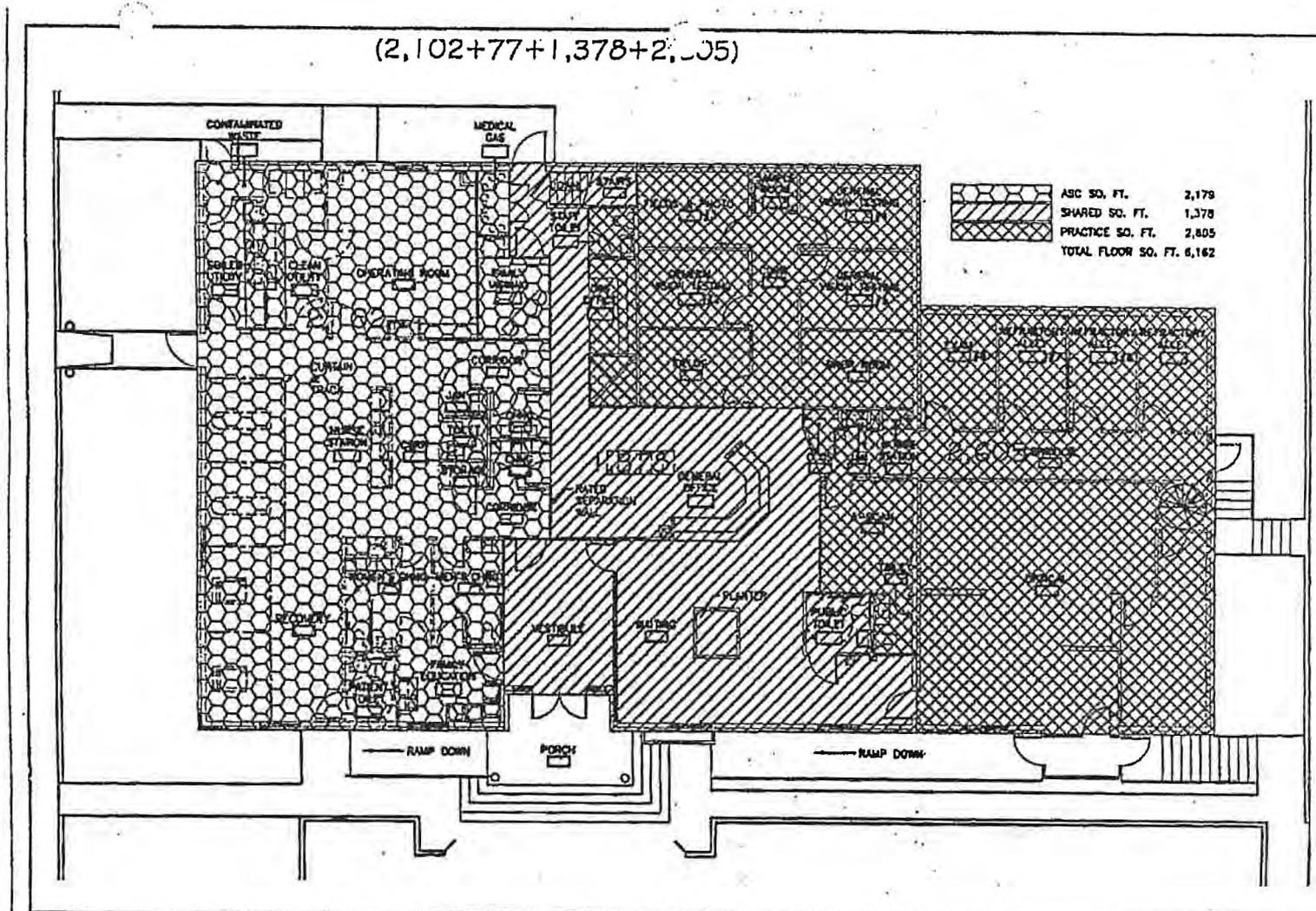
A-1

EXHIBIT B

Floor Plan

See Attached

A-1



Schematic Floor Plan

Scale: None
Date: 12/13/02

SURE VISION
EYE CENTERS
12 Maryville Professional Center
Maryville, Illinois 62062

Stegenga + PARTNERS
A PROFESSIONAL STUDIO
5775-B Glenridge Drive, Suite 380
Atlanta, Georgia USA 30328
404 . 303 . 8848
Fax: 404 . 303 . 8770
www.SnP-Studio.com

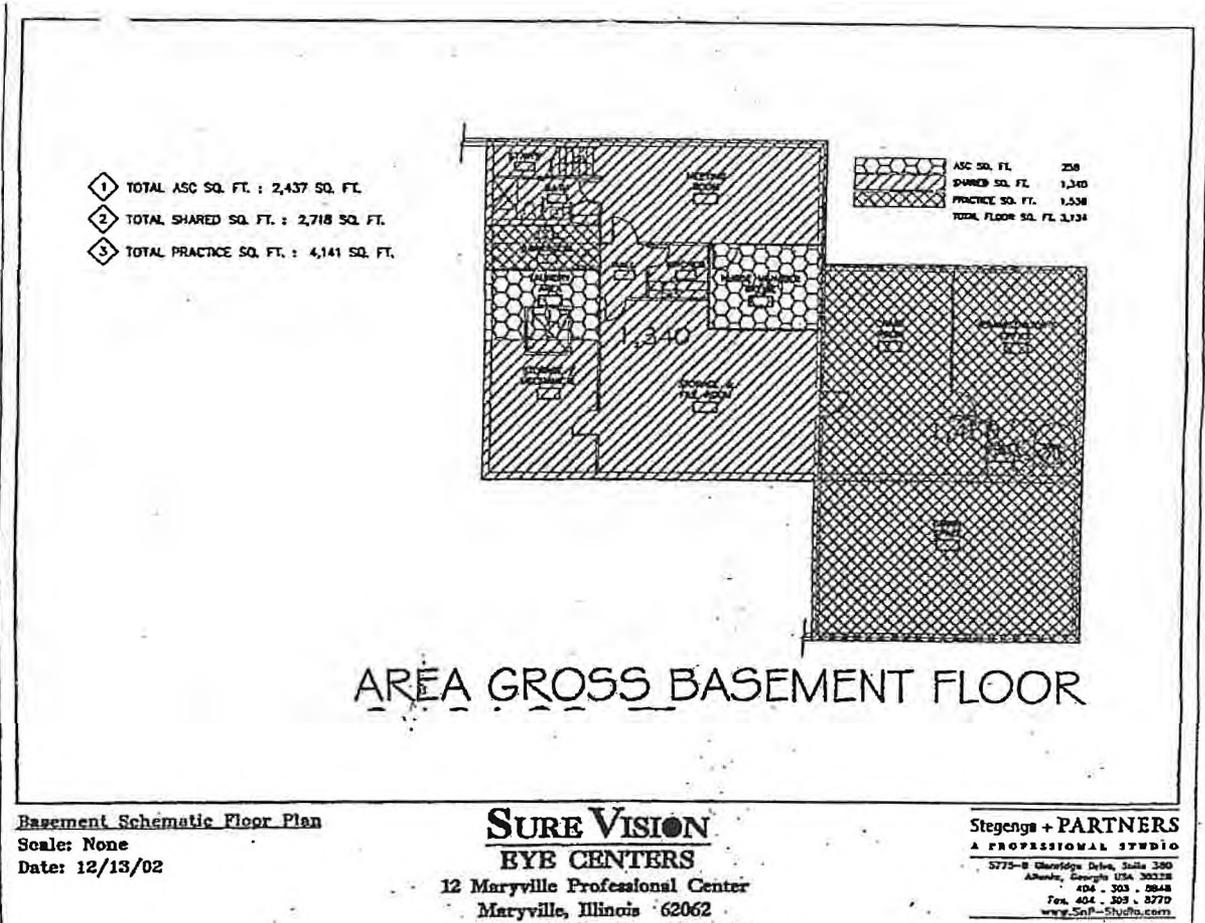
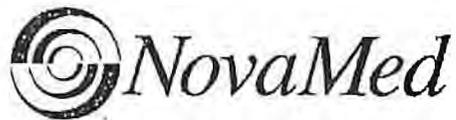


EXHIBIT C

Tenant's Share

	Total	SureVision	Tenant
ASC Space	2,437	0	2,437
SureVision Clinic Space	4,141	4,141	0
Subtotal	6,578	4,141	2,437
Pro Rata Percentage	100%	63%	37%

File Copy



NovaMed, Inc.
980 North Michigan Avenue
Suite 1620
Chicago, Illinois 60611

Telephone (312) 664-4100
Facsimile (312) 664-4250

July 6, 2006

**VIA OVERNIGHT COURIER AND
CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

S&D Limited Partnership
c/o Edward Doisy, MD
2421 Corporate Center Drive
Granite City, IL 62040

Re: Amended and Restated Office Lease, made effective as of 12:01 a.m. on February 1, 2003 (the "Office Lease"), by and between S&D Limited Partnership, an Illinois limited partnership (as successor in interest to S&D Joint Venture, and Illinois general partnership) and NovaMed Eye Surgery Center of Maryville, LLC, a Delaware limited liability company ("Tenant"), for the real property commonly known as 12 Maryville Professional Center, Maryville, Illinois (all capitalized terms used and not defined in this letter shall have the meanings ascribed to them in the Office Lease

To Whom it May Concern:

On behalf of the Tenant and pursuant to Section 27 of the Office Lease, this letter serves as written notice that Tenant is exercising its right to extend the Term for an additional five-year period. Per the terms of the Office Lease, the expiration date of the exercised Renewal Term shall be November 30, 2011.

Please call me at (312) 780-3224 with any questions.

Very truly yours,


John W. Lawrence, Jr.
Senior Vice President and
General Counsel

cc: Thomas S. Hall
Scott T. Macomber
E. Michele Vickery



June 20, 2011

**VIA OVERNIGHT COURIER AND
CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

S&D Limited Partnership
c/o Edward Doisy, MD
2421 Corporate Center Drive
Granite City, IL 62040

Re: Amended and Restated Office Lease, made effective as of 12:01 a.m. on February 1, 2003 (the "Office Lease"), by and between S&D Limited Partnership, an Illinois limited partnership (as successor in interest to S&D Joint Venture, and Illinois general partnership) and NovaMed Eye Surgery Center of Maryville, LLC, a Delaware limited liability company ("Tenant"), for the real property commonly known as 12 Maryville Professional Center, Maryville, Illinois (all capitalized terms used and not defined in this letter shall have the meanings ascribed to them in the Office Lease)

Dear Dr. Doisy:

On behalf of the Tenant and pursuant to Section 27 of the Office Lease, this letter serves as written notice that Tenant is exercising its right to extend the Term for an additional five-year period. Per the terms of the Office Lease, the expiration date of the exercised Renewal Term shall be November 30, 2016.

Please call me at (312) 780-3224 with any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "John W. Lawrence, Jr.", is written over a horizontal line.

John W. Lawrence, Jr.
Senior Vice President and
General Counsel

cc: Mike Doyle
Scott T. Macomber
John Blanck

Surgery Partners

333 West Wacker Drive • Suite 1010 • Chicago, Illinois 60606

T 312.664.4100 • F 312.664.4250 • www.surgerypartners.com



July 13, 2016

VIA CERTIFIED MAIL; RETURN RECEIPT REQUESTED

S&D Limited Partnership
2421 Corporate Center Drive
Granite City, IL 62040

Re: Amended and Restated Office Lease, made effective as of 12:01 a.m. on February 1, 2003 (the "Office Lease"), by and between S&D Limited Partnership, an Illinois limited partnership (as successor in interest to S&D Joint Venture, and Illinois general partnership) and NovaMed Eye Surgery Center of Maryville, LLC, a Delaware limited liability company ("Tenant"), for the real property commonly known as 12 Maryville Professional Center, Maryville, Illinois (all capitalized terms used and not defined in this letter shall have the meanings ascribed to them in the Office Lease

To Whom It May Concern:

On behalf of the Tenant and pursuant to Section 27 of the Office Lease, this letter serves as written notice that Tenant is exercising its right to extend the Term for an additional five-year period. This is the renewal option exercise available pursuant to the lease. Per the terms of the Office Lease, the expiration date of the exercised Renewal Term shall be November 30, 2021.

Please call me with any questions.

Very truly yours,

A handwritten signature in cursive script that reads "John Blanck".

John Blanck
Senior Vice President
Operations

cc: Mike Doyle
Jennifer Baldock

40 Burton Hills Boulevard • Suite 500 • Nashville, Tennessee 37215

Phone: 615.234.5900 • Fax: 615.234.5999

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 09/2019 Edition

7005 1620 0007 0345 1836

U.S. Postal Service
CERTIFIED MAIL - RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

GRATE CITY, IL 62040

Package #	0123
Certified Fee	\$0.00
Return Receipt Fee (Enclosure Required)	\$0.00
Restricted Delivery Fee (Enclosure Required)	\$0.00
Total Package & Fees	\$0.00

Postmark Here
07/13/2016

To: S+D Limited Partnership
242 Corporate Center Dr.
Grate City, IL 62040

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>x D. Boers</p> <p>B. Received by (Printed Name) [Redacted]</p> <p>C. Date of Delivery [Redacted]</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address [Redacted]</p>
<p>1. Article Addressed to:</p> <p>S+D Limited Partnership 242 Corporate Center Dr. Grate City, IL 62040</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p> <p>7005 1620 0007 0345 1836</p>	<p>4. Restricted Delivery (Extra Fee) [Redacted]</p>

PB Form 3811, February 2004 Domestic Return Receipt 12886-03-001-1-00

Section I, Identification, General Information, and Certification Operating Identity/Licensee

NovaMed Eye Surgery Center of Maryville, LLC is the operator of the ASC. Following the transaction, NovaMed Eye Surgery Center of Maryville, LLC will remain the operating entity for the ASC. The Illinois Certificate of Good Standing for NovaMed Eye Surgery Center of Maryville, LLC is attached at Attachment – 1, and the Illinois Ambulatory Surgery Treatment Center License is attached at Attachment – 5.

Currently, the following persons have 5 percent or greater interest in NovaMed Eye Surgery Center of Maryville, LLC:

- NovaMed Management Services, LLC (owns 48% of NovaMed Eye Surgery Center of Maryville, LLC)
- Lodestar Venture Holdings, LLC (owns 20% of NovaMed Eye Surgery Center of Maryville, LLC)
- The Christa L. Jones Revocable Trust (owns 19% of NovaMed Eye Surgery Center of Maryville, LLC)
- The Eric H. Wigton Revocable Trust (owns 6% of NovaMed Eye Surgery Center of Maryville, LLC)
- Other owners of minority interests (own 7% of NovaMed Eye Surgery Center of Maryville, LLC)

Following the transaction, the following persons have 5 percent or greater interest in NovaMed Eye Surgery Center of Maryville, LLC:

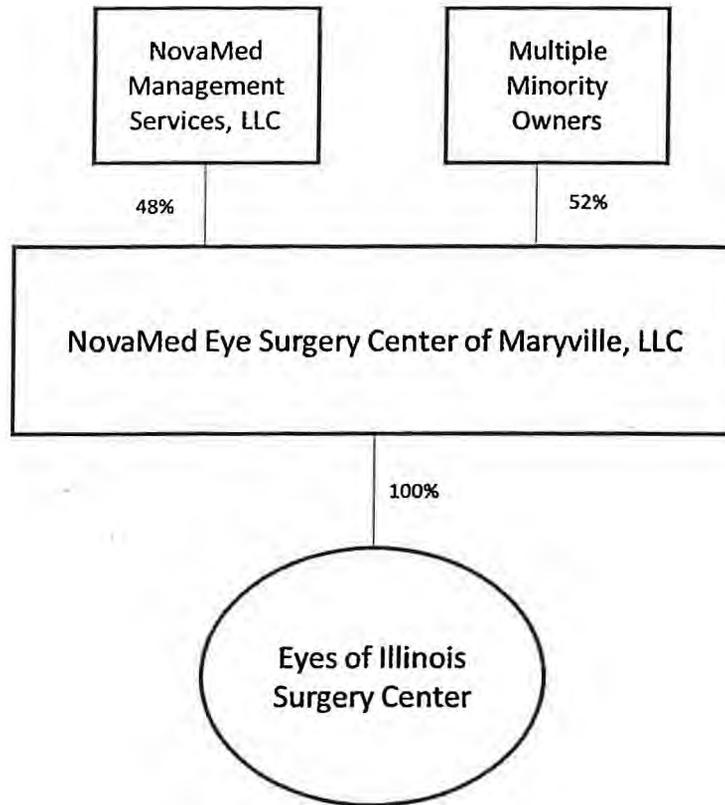
- ECP ASC Holdings, LLC (will own 100% of NovaMed Eye Surgery Center of Maryville, LLC)
- Clarkson Eyecare, LLC (owns 100% of ECP, ASC Holdings, LLC)
- Eyecare Partners, LLC (owns 100% of Clarkson Eyecare, LLC)
- Billiken Buyer, Inc. (will own a majority of Eyecare Partners, LLC prior to this change of ownership transaction; no other individual 5% or more holders)

Note that four of these entities (ECP ASC Holdings, LLC, Clarkson Eyecare, LLC, Eyecare Partners, LLC, and Billiken Buyer, Inc.) are referenced in the separate Change of Ownership Exemption Application #E-059-19, previously submitted and deemed complete by the Illinois HFSRB on December 31, 2019. The information contained in this current application has no effect on the information contained in Application #E-059-19.

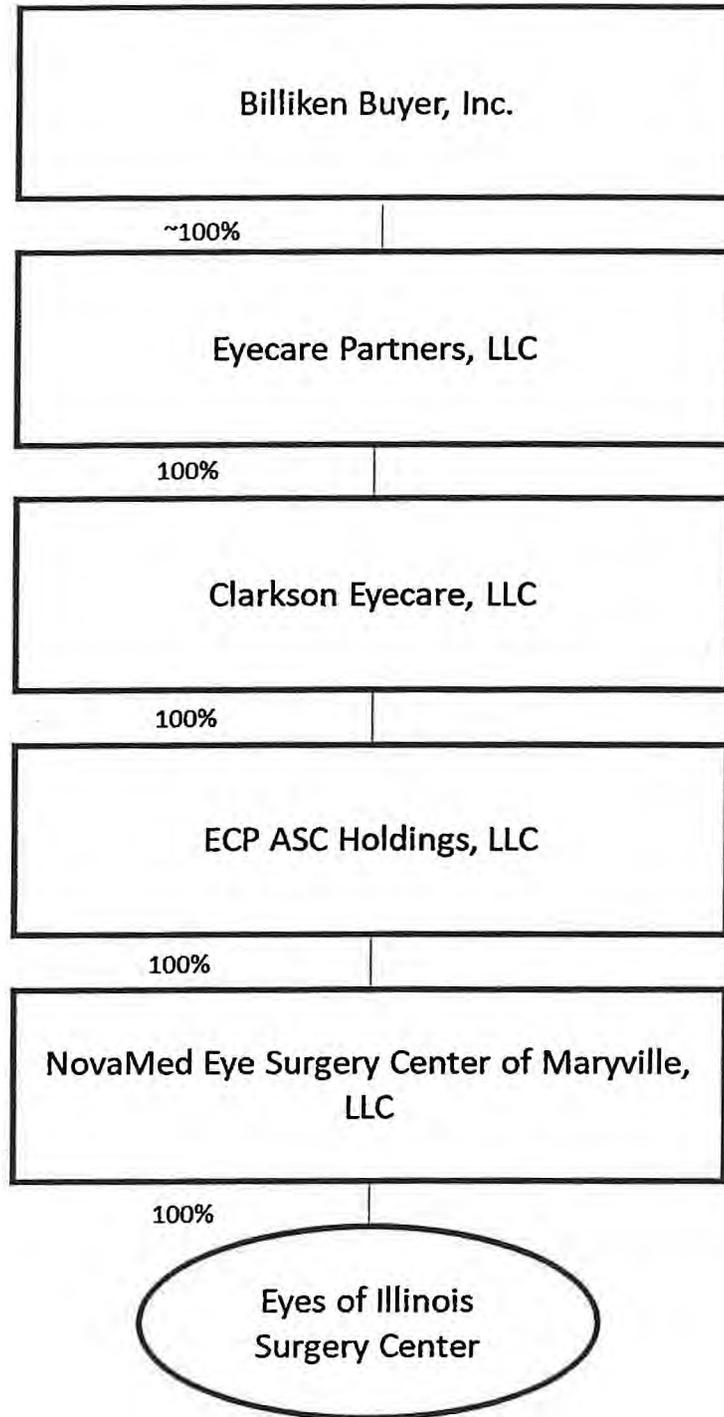
Section I, Identification, General Information, and Certification
Organizational Relationships

The organizational chart showing the current ownership structure of for NovaMed Eye Surgery Center of Maryville, LLC, along with the post-closing ownership structure is attached as Attachment – 4.

Structure Prior to Transaction:



Structure After Transaction:



ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 09/2019 Edition
Section II, Background

Background of Applicant

1. **A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.**

NovaMed Eye Surgery Center of Maryville, LLC owns the ASC, located at 12 Maryville Professional Center, Maryville, IL 62062. It does not own or operate any other health care facilities. All licenses and certifications are attached as Attachment – 5.

2. **A listing of all health care facilities currently owned and/or operated in Illinois, by any corporate officers or directors, LLC members, partners, or owners of at least 5% of the proposed health care facility.**

ECP ASC Holdings, LLC owns 100% of the membership interest in Eye Surgery Center, LLC. Eye Surgery Center, LLC owns and operates Eye Surgery Center, located at 3990 N. Illinois Street, Swansea, Illinois 62226.

3. **A certified listing of any adverse action taken against any facility owned and/or operated by the applicant, directly or indirectly, during the three years prior to the filing of the application. Please provide information for each applicant, including corporate officers or directors, LLC members, partners and owners of at least 5% of the proposed facility. A health care facility is considered owned or operated by every person or entity that owns, directly or indirectly, an ownership interest.**

By their signatures on the Certification pages to this application, each of the Applicants attest that no adverse action has been taken by IDPH, CMS, or any other State or Federal Agency against any facility owned and/or operated by them during the three years prior to the filing of this application.

4. **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.**

By their signature on the Certification pages to this application, each of the Applicants authorizes the HFSRB and IDPH to access any documents necessary to verify the information submitted including by not limited to: (i) official records of DPH or other State Agencies; (ii) the licensing or certification records of other states, when applicable; and (iii) the records of national recognized accreditation organizations.

5. **If, during a given calendar year, an applicant submits more than one Application, 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 that the information was 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.**

N/A



**Illinois Department of
PUBLIC HEALTH**

HF 118874

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

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

Ngazi O. Ezike, M.D.
Director

HEAD of the SUBJECT of
THE ABOVE CERTIFICATE of
PUBLIC HEALTH

EXPIRATION DATE	CATEGORY	ID NUMBER
11/26/2020		7002132

Ambulatory Surgery Treatment Center

Effective: 11/27/2019

NovaMed Eye Surgery Center of Maryville, LLC
12 Professional Park Dr
Maryville, IL 62062

The face of this license has a colored background. Printed by Authority of the State of Illinois, 2019-11-15, 10:51 AM CST

← DISPLAY THIS PART IN A CONSPICUOUS PLACE

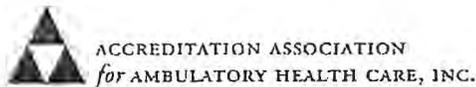
Exp. Date 11/26/2020

Lic Number 7002132

Date Printed 9/12/2019

NovaMed Eye Surgery Center of Mary
12 Professional Park Dr
Maryville, IL 62062-5672

FEE RECEIPT NO.



ACCREDITATION NOTIFICATION

October 21, 2019

Organization #	13765		
Organization Name	NovaMed Eye Surgery Center of Maryville, LLC dba Eyes of Illinois Surgery Center		
Address	12 Professional Park Dr		
City State Zip	Maryville	IL	62062-5672
Decision Recipient	Mrs. Nicole Will, COT		
Survey Date	9/26/2019-9/27/2019	Type of Survey	Re-Accreditation
Accreditation Type	Full Accreditation		
Accreditation Term Begins	10/14/2019	Accreditation Term Expires	10/13/2022
Accreditation Renewal Code	5281A5A613765		
Complimentary AAAHC Institute study participation code	13765FREEIQI		

As an ambulatory health care organization that has undergone the AAAHC Accreditation Survey, your organization has demonstrated its substantial compliance with AAAHC Standards. The AAAHC Accreditation Committee recommends your organization for accreditation.

Next Steps

1. Members of your organization should take time to thoroughly review your Survey Report.
 - Any standard rated less than "FC" (Fully Compliant) must be corrected promptly. Subsequent surveys by AAAHC will seek evidence that deficiencies from this survey were addressed without delay.
 - The Summary Table provides an overview of compliance for each chapter applicable to your organization.
2. AAAHC Standards, policies and procedures are reviewed and revised annually. You are invited to participate in the review through the public comment process each fall. Your organization will be notified when the proposed changes are available for review. You may also check the AAAHC website in late summer for details.

Organization # 13765

Organization: NovaMed Eye Surgery Center of Maryville, LLC dba Eyes of Illinois Surgery Center

October 21, 2019

Page 2

3. Accredited organizations are required to maintain operations in compliance with the current AAAHC Standards and policies. Updates are published annually in the AAAHC *Handbooks*. Mid-year updates are announced and posted to the AAAHC website, www.aaahc.org.
4. In order to ensure uninterrupted accreditation, your organization should submit the *Application for Survey* approximately five months prior to the expiration of your term of accreditation. In states for which accreditation is mandated by law, the *Application* should be submitted six months in advance to ensure adequate time for scoping and scheduling the survey.

NOTE: You will need the Accreditation Renewal Code found in the table at the beginning of this document to submit your renewal application.

Additional Information

The complimentary AAAHC Institute study participation code on the first page of this document may be used to register for one six-month, AAAHC Institute for Quality Improvement benchmarking study. Please visit www.aaahc.org/institute for more information.

Throughout your term of accreditation, AAAHC will communicate announcements via e-mail to the primary contact for your organization. Please be sure to notify us (notifycqa@aaahc.org) should this individual or his/her contact information change.

If you have questions or comments about the accreditation process, please contact AAAHC Accreditation Services at 847.853.6060. We look forward to continuing to partner with you to deliver safe, high-quality health care.



ACCREDITATION ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

**CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS
CERTIFICATE OF WAIVER**

<p>LABORATORY NAME AND ADDRESS NOVAMED EYE SURGERY CTR MARYVILLE LLC 12 PROFESSIONAL PARK MARYVILLE, IL 62062</p>	<p>CLIA ID NUMBER 14D0923591</p>
<p>LABORATORY DIRECTOR EDWARD A DOISY</p>	<p>EFFECTIVE DATE 01/07/2019</p> <p>EXPIRATION DATE 01/06/2021</p>

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown herein (and other approved locations) may accept human specimens for the purpose of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date shown but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

Edward A. Doisy
Edward A. Doisy, Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

1348 Cert 11 121118

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 09/2019 Edition
Section III, Change of Ownership

1130.520 Requirements for Exemptions Involving the Change of Ownership of a Health Care Facility

1. 1130.520(b)(1)(A) - Names of the parties

The parties to the transaction are NovaMed Management Services, LLC, Lodestar Venture Holdings, LLC, The Christa L. Jones Revocable Trust, Jeffrey M. Maher Revocable Trust, The Eric H. Wigton Revocable Trust, and Melissa Kiel, M.D. ("Sellers") and ECP ASC Holdings, LLC ("Buyer").

2. 1130.520(b)(1)(B) - Background of the parties, which shall include proof that the applicant is fit, willing, able, and has the qualifications, background and character to adequately provide a proper standard of health service for the community by certifying that no adverse action has been taken against the applicant by the federal government, licensing or certifying bodies, or any other agency of the State of Illinois against any health care facility owned or operated by the applicant, directly or indirectly, within three years preceding the filing of the application.

By their signatures on the Certification pages to this application, each of the Applicants attest that the applicant is fit, willing, able and has the qualifications, background and character to adequately provide a proper standard of health service for the community.

By their signatures on the Certification pages to this application, each of the Applicants attest that no adverse action has been taken against the parties by the federal government, licensing or certifying bodies, or any other agency of the State of Illinois against any health care facility owned or operated by the parties, directly or indirectly, within three years preceding the filing of the application.

3. 1130.520(b)(1)(C) - Structure of the transaction

NovaMed Eye Surgery Center of Maryville, LLC is currently the approved operating entity of the ASC. NovaMed Eye Surgery Center of Maryville, LLC is currently directly owned, in whole, by Sellers. Following the transaction, NovaMed Eye Surgery Center of Maryville, LLC will be directly owned, in whole, by Buyer. NovaMed Eye Surgery Center of Maryville, LLC will remain the operating entity for the ASC.

4. 1130.520(b)(1)(D) - Name of the person who will be licensed or certified entity after the transaction

NovaMed Eye Surgery Center of Maryville, LLC will remain the operating entity for the ASC following the transaction.

5. 1130.520(b)(1)(E) - List of the ownership or membership interests in such licensed or certified entity both prior to and after the transaction, including a description of the applicant's organizational structure with a listing of controlling or subsidiary persons.

An organizational structure of the current owner, as well as the post-closing organization structure after the proposed transaction, is attached at Attachment – 4.

6. 1130.520(b)(1)(F) - Fair market value of assets to be transferred.

The fair market value of the assets to be transferred is \$644,761.

7. 1130.520(b)(1)(G) - The purchase price or other forms of consideration to be provided for those assets. [20 ILCS 3960/8.5(a)]

The purchase price is to be determined and can be provided later.

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 09/2019 Edition

8. **1130.520(b)(2) - Affirmation that any projects for which permits have been issued have been completed or will be completed or altered in accordance with the provisions of this Section.**

In accordance with 77 Ill. Adm. Code § 1130.520, Applicants affirm that any project for which permits have been issued have been completed, or will be completed, or altered in accordance with the provision of this section.

9. **1130.520(b)(3) - If the ownership change is for a hospital, affirmation that the facility will not adopt a more restrictive charity care policy than the policy that was in effect one year prior to the transaction. The hospital must provide affirmation that the compliant charity care policy will remain in effect for a two-year period following the change of ownership transaction.**

Not applicable.

10. **1130.520(b)(4) - A statement as to the anticipated benefits of the proposed changes in ownership to the community.**

The benefits to the community will be the continued operation of the ASC. In addition, Buyer is a national eye care service provider that will bring its broad experience and resources to the operations of the ASC.

11. **1130.520(b)(5) - The anticipated or potential cost savings, if any, that will result for the community and the facility because of the change in ownership.**

It is not anticipated the change of ownership will bring cost savings to the community directly, but the continued operation of the surgery center will save consumers and payers money with the provision of outpatient eye surgery services in a less costly setting than a hospital.

12. **1130.520(b)(6) - A description of the facility's quality improvement program mechanism that will be utilized to assure quality control.**

The ASC's current quality improvement program will remain in place.

13. **1130.520(b)(7) - A description of the selection process that the acquiring entity will use to select the facility's governing body.**

The ASC's current process for selecting the facility's governing body will remain in place.

14. **1130.520(b)(9)- A description or summary of any proposed changes to the scope of services or levels of care currently provided at the facility that are anticipated to occur within 24 months after acquisition.**

There are no anticipated changes in the scope of services or level of care provided by the ASC as a result of the change in ownership.

Section IV, Charity Care

The table below provides charity care information for the ASC for the past 3 years.

CHARITY CARE			
	2017	2018	2019
Net Patient Revenue	\$3,165,360	\$4,393,990	\$4,991,893
Amount of Charity Care (charges)	\$0	\$0	\$0
Cost of Charity Care	\$0	\$0	\$0