#E-059-19

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.

RECEIVED
DEC 3 1 2019
HEALTH FACILITIES & SERVICES REVIEW BOARD

Facility/Project Identification

Facility Name: Eye Surgery Center		
Street Address: 3990 N. Illinois Street		
City and Zip Code: Swansea, Illinois 62226		
County: St. Clair County	Health Service Area:011	Health Planning Area: 011

Legislators

State Senator Name: Sen. Christopher Belt
State Representative Name: Rep. Jay Hoffman

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

Exact Legal Name: Eye Surgery Center, LLC
Street Address: 3990 N. Illinois Street
City and Zip Code: Swansea, Illinois 62226
Name of Registered Agent: C T Corporation System
Registered Agent Street Address: 208 South LaSalle St., Suite 814
Registered Agent City and Zip Code: Chicago, Illinois 60604
Name of Chief Executive Officer: Kelly McCrann
CEO Street Address: 15933 Clayton Road, Suite 210
CEO City and Zip Code: Ballwin, MO 63011
CEO Telephone Number: (636) 227-2600

Type of Ownership of Applicants

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

- Corporations and limited liability companies must provide an **Illinois certificate of good standing.**
- Partnerships must provide the name of the state in which 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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County: St. Clair County	Health Service Area:011	Health Planning Area: 011

Legislators

State Senator Name: Sen. Christopher Belt
State Representative Name: Rep. Jay Hoffman

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

Exact Legal Name: OH Holding, LLC
Street Address: c/o FFL Partners, One Maritime Plaza, Suite 220
City and Zip Code: San Francisco, CA 94111
Name of Registered Agent: RL&F Service Corp.
Registered Agent Street Address: 920 N. King St., Fl 2
Registered Agent City and Zip Code: Wilmington, DE 19801
Name of Chief Executive Officer: Christopher Harris
CEO Street Address: c/o FFL Partners, One Maritime Plaza, Suite 2200
CEO City and Zip Code: San Francisco, CA 94111
CEO Telephone Number: (415)402-2100

Type of Ownership of Applicants

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

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Facility/Project Identification

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Street Address: 3990 N. Illinois Street		
City and Zip Code: Swansea, 62226		
County: St. Clair County	Health Service Area:011	Health Planning Area: 011

Legislators

State Senator Name: Sen. Christopher Belt
State Representative Name: Rep. Jay Hoffman

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

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

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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: THBT Properties, LLC, Swansea
Address of Site Owner: 3990 North Illinois St., Swansea, Illinois 62226
Street Address or Legal Description of the Site: 3990 N. Illinois St., Swansea, Illinois 62226 (note the attached lease incorrectly shows the street address number as 3900, but that is a typo) **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: Eye Surgery Center, LLC
Address: 15933 Clayton Road, Suite 210, Ballwin, Missouri 63011

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

Operating Identity/Licensee after the Project is Complete

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

Exact Legal Name: Eye Surgery Center, LLC

Address: 15933 Clayton Road, Suite 210, Ballwin, Missouri 63011

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

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

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

Organizational Relationships

Provide (for each 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.

Billiken Buyer, Inc. intends to purchase substantially all of the outstanding membership interests in EyeCare Partners, LLC from OH Holding, LLC, pursuant to a merger. Through EyeCare Partners, LLC and other intermediate entities, OH Holding, LLC currently indirectly owns almost 100% of the membership of Eye Surgery Center, LLC, which owns and operates Eye Surgery Center, an ambulatory surgery center located at 3990 N. Illinois St., Swansea, Illinois 62226 (the "ASC"). After the transaction, Billiken Buyer, Inc. will be the ultimate parent and entity with final control of the ASC. Eye Surgery Center, LLC will remain the operating entity of the ASC.

The change of ownership will be reported to other applicable state agencies as required, including notice to the Illinois Health Facilities and Services Review Board ("HFSRB") that the change has occurred.

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 ☐ Yes ☒ 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:

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

This Application is filed on the behalf of Eye Surgery Center, 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

James J. Wadster, OD
PRINTED NAME

Member
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 23RD day of DECEMBER 2019

Michele McMahon
Signature of Notary

Seal

MICHELE A. MCMAHON
Notary Public - Notary Seal
St Louis County - State of Missouri
Commission Number 11464316
My Commission Expires Nov 29, 202

*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

MICHELE A. MCMAHON
Notary Public - Notary Seal
St Louis County - State of Missouri
Commission Number 11464316
My Commission Expires Nov 29, 2023

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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	SIGNATURE
Piotr Biezychudek PRINTED NAME	PRINTED NAME
Vice President PRINTED TITLE	PRINTED TITLE
Notarization: Subscribed and sworn to before me this 26 day of DEC 2019	Notarization: Subscribed and sworn to before me this _____ day of _____
Signature of Notary	Signature of Notary
Seal ALEXANDER EDWIN LYKINS NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20184022211 MY COMMISSION EXPIRES 05/25/2022	Seal

*Insert the EXACT legal name of the applicant

CERTIFICATION

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SIGNATURE	SIGNATURE
Todd Miller	
PRINTED NAME	PRINTED NAME
President	
PRINTED TITLE	PRINTED TITLE
State: Colorado County: Grand	
Notarization: Subscribed and sworn to before me this 26 day of December 2019	Notarization: Subscribed and sworn to before me this _____ day of _____
Signature of Notary	Signature of Notary
Seal	Seal

TIMOTHY RAY PRICE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184043791
MY COMMISSION EXPIRES NOVEMBER 13, 2022

*Insert the EXACT legal name of the applicant

CERTIFICATION

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

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

This Application is filed on the behalf of OH Holding, 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.**

12/23/19 SIGNATURE	SIGNATURE
Christopher Harris PRINTED NAME	PRINTED NAME
Member PRINTED TITLE	PRINTED TITLE
Notarization: Subscribed and sworn to before me this 23rd day of Dec 2019	Notarization: Subscribed and sworn to before me this _____ day of _____
Amandit Signature of Notary	Signature of Notary
Seal PLEASE SEE NOTARY ATTACHMENT	Seal

*Insert the EXACT legal name of the applicant

#E-059-19

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

☑ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo

Subscribed and sworn to (or affirmed) before me on this 23rd day of Dec, 2019.
Date *Month* *Year*
by
(1) Christopher Harris
(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

AMI M. PANDIT
COMM. #2147088
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm. Exp. April 15, 2020

Signature Amandit
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Change of ownership Illinois Health fac. & Serv. Application for Exemption - 9/19 edition Document Date: _____
Number of Pages: One Signer(s) Other Than Named Above: OH Holding LLC

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5910

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
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
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2	Site Ownership	19–36
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	37
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Section I, Identification, General Information, and Certification
Applicants

Certificate of Good Standing for Eye Surgery Center, LLC is attached as Attachment – 1. Eye Surgery Center, LLC is the operator of Eye Surgery Center.

Neither OH Holding, LLC nor Billiken Buyer, Inc. (as the current and future ultimate parent of Eye Surgery Center, LLC) is an Illinois domestic entity or qualified to do business in Illinois. Accordingly, a Certificate of Good Standing is not available from the Secretary of State of Illinois for either of these applicants.

File Number 0591007-2

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

EYE SURGERY CENTER, LLC, HAVING ORGANIZED IN THE STATE OF 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 DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 13TH *day of* DECEMBER *A.D.* 2019 .

Authentication #: 1934702744 verifiable until 12/13/2020
Authenticate at: http://www.cyberdriveillinois.com

Jesse White
SECRETARY OF STATE

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

There is no change in site ownership. The existing site lease is attached as Attachment – 2.

Swansea ASC Lease (#28)

NET LEASE

THIS LEASE (the "Lease"), is made and entered into effective as of the 23rd day of September, 2016 by and between THBT Properties, LLC, Swansea, an Illinois series limited liaibility company (hereinafter referred to as "Landlord") and Eye Surgery Center, LLC an Illinois limited liability company (hereinafter referred to as "Tenant").

ARTICLE I
PREMISES

Landlord hereby leases to Tenant and Tenant leases from Landlord for the term, at the rental, and upon all of the conditions set forth herein, a portion of its real property situated in the County of St. Clair, State of Illinois, commonly known as 3900 N. Illinois St., Swansea, Illinois, together with all buildings and other improvements thereon (the "Building"), consisting of a total of 16,608 square feet of space. The portion of the Building demised by this Lease consists of 7,054 square feet of space and such portion is commonly known as the surgical suite (the "Premises"), and together with the non-exclusive right to use all parking and common areas associated with the above address, all appurtenant rights of ingress and egress and all other easements and rights of way appurtenant thereto. Tenant's "Proportionate Share" of the Building shall be a fraction, the numerator of which shall be the area of the Premises and the denominator of which shall be the area of the Building, as each exist from time to time. The parties stipulate that Tenant's Proportionate Share is 42% as of the date hereof.

ARTICLE II
TERM

2.01 Original Term. The original term of this Lease shall be for five (5) years commencing on the date hereof (the "Commencement Date"), unless sooner terminated pursuant to any provision hereof.

2.02 Extension Options. Tenant shall have the option to extend the term of this Lease for two (2) periods of five (5) years each (each, an "Extension Term" and collectively, the "Extension Terms"); as set forth below. Such options shall be exercised by written notice to Landlord not less than ninety (90) days prior to the expiration of the then-current term of Lease. Such Extension Terms shall be subject to the same terms and conditions of this Lease except that (i) annual base rent during the first Extension Term shall be 110% of the base rent during the original term and base rent during the second Extension Term shall be 110% of the base rent during the first Extension Term; and (ii) there shall not be any further Extension Terms once the foregoing have been exercised (unless the parties amend this Lease to provide for further options to extend the term). The rights under this Section 2.02 shall be exercisable by Tenant and its permitted subtenants or assigns.

2.03 Termination of Prior Lease. Landlord represents and warrants to Tenant that the prior lease between Landlord and The Surgery Center, Ltd. for the Premises, effective as of January 17, 2008, has been validly terminated and is of no further force and effect.

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ARTICLE III
RENT

3.01 Payment of Base Rent. The annual base rent for the term hereof shall be Seventy-Eight Thousand Seventeen and 28/100 Dollars ($78,017.28) payable in equal monthly installments of Six Thousand Five Hundred One and 44/100 Dollars ($6,501.44), in advance, on the first day of each month during the term hereof. Rent for any period during the term hereof which is for less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to such other persons or at such other places as Landlord may designate upon not less than 10 business days' written notice.

3.02 Additional Rent. Tenant shall reimburse Landlord, as additional rent, Tenant's Proportionate Share of the actual cost incurred by Landlord (without mark-up, management fee or any other charge) in (i) performing the maintenance, repair and replacements described in Section 5.04, below; (ii) for Real Property Taxes (as defined below) due on the Premises pursuant to Section 8.01, below and (iii) for Landlord's Property Insurance as described in Section 6.02(a) below. Landlord shall invoice Tenant not more frequently than monthly for the foregoing, and payment shall be made by Tenant within thirty (30) days of its receipt of the invoice therefor. Alternatively, if Landlord so elects, Landlord may provide a Tenant with a good faith estimate of the annual cost for any of the foregoing, and Tenant shall pay, with each installment of base rent, one-twelfth of such estimate. Within sixty (60) days of the end of each calendar year (or, for Real Property Taxes, as set forth in Section 8.01), Landlord shall reconcile the estimated payments of such Additional Rent made by Tenant pursuant to this Section against the actual costs thereof. Landlord shall furnish Tenant with such reconciliation calculation, along with a copy of the paid receipts for such items. Any excess payment shall be promptly refunded to Tenant and, similarly, any shortfall shall be promptly paid to Landlord. Landlord may provide a new good faith estimate of the Additional Rent from time to time.

3.03 Past Due Rent. In the event base rent, or Tenant's Proportionate Share of "additional rent" (including taxes, insurance and other charges expressly due pursuant to this Lease) are not paid within the date on which it is due, and such failure continues for five (5) days following Tenant's receipt of written notice of such failure (in accordance with Section 15.08 below), Tenant shall also pay Landlord a late charge equal to Four Percent (4%) of the delinquent amount. Notwithstanding the foregoing, however, Landlord shall not be required to provide written notice more than twice per calendar year before Landlord is entitled to charge the foregoing late fee.

ARTICLE IV
USE

4.01 Use. The Premises shall be used for medical or medically-related uses (including without limitation, as a retail eye care center, eye care clinic or optical laboratory), together with related retail store and office uses, all in accordance with applicable ordinances, zoning and land use regulations. Landlord hereby covenants with, and represents and warrants to, Tenant that no party, agreement or instrument does, or foreseeably could, prevent Tenant from enjoying the Premises as described herein.

4.02 Compliance with Law. Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, restrictions of record and requirements in effect during the term or any part of the term hereof that (i) regulate the use of the Premises and (ii) pertain to Tenant's particular business (as opposed to retail eye care centers, eye care clinics, optical laboratories, stores or offices, generally).

4.03 Condition of Premises. Landlord represents and warrants to Tenant that the Premises are in compliance with all Federal, state and local laws and statutes and ordinances as of the date hereof including, without limitation, all environmental laws statutes and ordinances, as well as the Americans with Disabilities Act. As of the Commencement Date of this Lease, Landlord represents and warrants that the Premises are in a good and first class condition and that it is not aware of any structural defects to the Premises or any repairs, maintenance or replacements needed at the Premises.

ARTICLE V
MAINTENANCE, REPAIRS AND ALTERATIONS

5.01 Tenant's Obligations. Tenant shall, at its sole cost and expense, keep and maintain in good order, condition and repair the nonstructural parts of the Premises and all fixtures, windows, doors, and plate glass located within the Premises, as well as Tenant's signage located on the Premises. Tenant is also responsible for any minor repair and maintenance of the HVAC and shall maintain a customary preventative maintenance contract for the HVAC system. In addition, Tenant shall keep the Premises in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests, and will not permit undue accumulation of garbage, trash, rubbish or other refuse within the Premises.

5.02 Surrender. On the last day of the term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord in substantially the same condition as when received, broom clean, ordinary wear and tear (and damage that should have been covered by insurance) excepted. Tenant shall repair any damage to the Premises occasioned by the removal of Tenant's trade fixtures, furnishings and equipment pursuant to Section 5.05(e). All fixtures, furnishings and equipment owned by Tenant and which are not removed from the Premises shall become, at Landlord's option, the separate and absolute property of Landlord.

5.03 Landlord's Rights. If Tenant fails to perform Tenant's obligations under this Article, Landlord may at its option (but shall not be required to) enter upon the Premises, after thirty (30) days' prior written notice to Tenant, and put the same in good order, condition and repair, but if not capable of being remedied within thirty (30) days then only after Tenant stops diligently pursuing such cure, and the cost thereof together with interest thereon at the rate of twelve percent (12%) per annum shall become due and payable as additional rental to Landlord together with Tenant's next rental installment.

5.04 Landlord's Obligations. Landlord's obligations under this Section 5.04 shall be performed in a good and workmanlike manner to the reasonable satisfaction of Tenant. Landlord shall maintain, repair and replace (as needed) the roof (including membrane), as well as all structural portions of the Premises, both interior and exterior, including the floor slab, mechanical, electrical and plumbing systems, as well as the parking areas, driveways and

defend itself and Landlord against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against the Landlord or the Premises, on the condition that if Landlord shall require, Tenant shall furnish to Landlord a surety bond reasonably satisfactory to Landlord to protect Landlord against liability for the same. Tenant agrees to indemnify, defend, and hold Landlord harmless from and against liability, loss, damage, costs, reasonable attorneys' fees and all other expenses on account of claims or liens of laborers or materialmen or others for work performed or materials or supplies furnished for Tenant or persons claiming under Tenant. This indemnity survives the expiration or earlier termination of this Lease.

(e) All alterations, improvements and additions, which may be made in, on or about the Premises, and which are not removed by Tenant, shall become the property of Landlord and remain on and be surrendered with the Premises at the expiration of the Term. Tenant's trade fixtures, machinery and equipment shall remain the property of Tenant and may be removed by Tenant at any time, provided that Tenant promptly repairs any damage caused by such removal.

ARTICLE VI
INSURANCE AND INDEMNITY

6.01 Liability Insurance. Tenant shall, at Tenant's expense obtain and keep in force during the term of this Lease a policy of Combined Single Limit, Bodily Injury and Property Damage Insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be a combined single limit policy in an amount not less than $1,000,000, with a general aggregate limit of not less than $3,000,000. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant. Tenant shall also maintain fire and extended coverage insurance, together with insurance against sprinkler leakage, vandalism and malicious mischief, covering Tenant's trade fixtures, furniture, equipment and other items of personal property located on or at the Premises for their full replacement cost.

6.02 Property Insurance.

6.02 (a)Landlord shall obtain and keep in force during the Term of this Lease a policy or policies of insurance covering loss or damage to the Premises, in the amount of the full replacement value thereof, as the same may exist from time to time, against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk) and sprinkler leakage (the "Property Insurance"). The Property Insurance shall provide for application of proceeds toward the cost of restoration or replacement of the Premises. If Landlord shall fail to procure and maintain said insurance, Tenant may, but shall not be required to, procure and maintain the same at the expense of Landlord, and Tenant may deduct the cost thereof (plus a 10% administrative fee) from any future payments of Rent.

6.03 Insurance Policies. Insurance required to be maintained under this Article shall be provided by insurers of recognized responsibility authorized to do business in the state where the Premises are located having an equivalent to a Best's financial rating of XII or higher and a

policyholder's rating of at least A. If any such policy provides for a deductible, the deductible shall be limited to a commercially-reasonable amount. Within ten (10) days of Tenant's occupancy, the procuring party shall deliver to the other party copies of such policies of such insurance or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to the other and naming the other party as an additional insured. The proceeds of Property Insurance shall be applied toward the appropriate party's obligations of repair, restoration or reconstruction. Not less than twenty (20) days prior to the expiration of such policies, the procuring party shall furnish the other party with renewals or "binders" thereof, or if the procuring party fails to do so, the other party may order such insurance and charge the cost thereof to the party that should have procured such insurance, which amount shall be payable to the other party on demand. Tenant shall not do or permit to be done anything within the Premises which would foreseeably invalidate the insurance or cause the cost of insurance to Landlord to be increased.

6.04 Waiver of Subrogation. Tenant and Landlord each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damages. Landlord and Tenant shall give notice to their respective insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease. The applicable insurance policies shall contain a clause to the effect that this waiver does not affect the right of the insured to recover under such policies.

6.05 Indemnity.

(a) Except as otherwise provided herein, Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims, costs, demands, fines, suits, actions, proceedings, orders, decrees, and judgments of any kind or nature, together with all reasonable out-of-pocket costs and expenses, including attorneys' fees, resulting from or arising out of Tenant's use or occupancy of the Premises at any time on or after the Commencement Date or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant in the Premises during the Tenant's occupancy of the Premises, or from any personal injury or property damage occurring at the Premises during the term of this Lease (unless due to the gross negligence or willful misconduct of Landlord), and Tenant shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed during the Tenant's occupancy of the Premises, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, on notice from Landlord, shall defend the same at Tenant's expense.

(b) Except as otherwise provided for herein, Landlord shall indemnify, defend and hold harmless Tenant from and against any and all claims, costs, demands, fines, suits, actions, proceedings, orders, decrees, and judgments of any kind or nature, together with all reasonable out-of-pocket costs and expenses, including attorneys' fees, resulting from or arising out of Landlord's default in the performance of its obligations hereunder, any actions or proceedings brought against Tenant due to Landlord's performance or lack of performance of its

duties hereunder, any defects in the building's structural components, as well as from the gross negligence or willful misconduct of Landlord, its agents, contractors, employees, or any third party and from and against all costs, reasonable attorneys' fees and expenses incurred by or on behalf of Tenant in the defense of any such claim or any action or proceeding brought thereon.

(c) The obligations of the parties under this Section 6.05 shall survive the expiration or earlier termination of this Lease.

ARTICLE VII
DAMAGE OR DESTRUCTION

7.01 Obligation to Rebuild. In the event any improvements on or forming part of the Premises are damaged or destroyed, partially or totally, from any cause whatsoever, Landlord shall repair, restore, and rebuild the improvements to at least as good a condition as existed immediately prior to such damage or destruction, including any improvements or alterations required to be made by any governmental body or agency due to any changes in code or building regulations, and this Lease shall continue in full force and effect. Such repair, restoration and rebuilding (all of which are herein called "repair") shall be commenced within thirty (30) days after such damage or destruction, and shall be diligently pursued to completion, but no later than 270 days from the date of such damage or destruction. All rent shall equitably abate based upon the extent by which the Premises are not reasonably useable by Tenant for its business. If more than twenty-five percent (25%) of the floor area of the building located within the Premises is damaged or destroyed, Tenant may elect to terminate this Lease by providing written notice to Landlord within 30 days of such fire or casualty. Additionally, if all or any material portion of the Premises shall be destroyed by fire or other casualty during the last 24 months of the Lease term, either party may terminate this Lease by providing written notice to the other party within 30 days of such fire or casualty.

7.02 Use of Insurance Proceeds. In the event of damage or destruction to the Premises or any improvements, any and all proceeds of insurance paid as a result of such casualty shall be applied toward the repair of improvements damaged or destroyed by the casualty giving rise to the insurance claim.

ARTICLE VIII
REAL PROPERTY TAXES

8.01 Payment of Taxes. Real Property Taxes (as defined in Section 8.02 below) for the Premises are paid in arrears in two (2) installments per year, and Landlord shall pay the same on or before their due date. As additional rent pursuant to Section 3.02, if Landlord so elects, commencing as of the Commencement Date (and after Tenant receives written notice of such election), Tenant shall pay to Landlord, with each installment of base rent, one-twelfth of Landlord's good faith estimate of the Real Property Taxes applicable to the Premises for such year. Landlord will determine such good faith estimate based on the prior year's tax bill, although Landlord may adjust such estimate from time to time as additional tax bills and assessments for the Premises, or other reasonably relevant information, becomes available to Landlord. Within sixty (60) days after Landlord pays the final installment of taxes for a tax year, Landlord shall reconcile the estimated payments of such additional rent made by Tenant in

connection with the Real Property Taxes against the actual costs thereof. Landlord shall furnish Tenant with such reconciliation calculation, along with a copy of the paid receipts for such items. Any excess payment shall be applied to future rent due from Tenant (or, in connection with a final reconciliation at the end of the term, refunded to Tenant) and, similarly, any shortfall shall be promptly paid to Landlord. Landlord may elect to perform such reconciliation at the time each installment of Real Property Taxes is paid by Landlord. Not more than thirty (30) days prior to the end of the term, a final reconciliation shall be calculated, based on the most recent tax information available to Landlord at such time and, absent manifest error, such calculation shall be deemed final. If Landlord shall fail to pay any Real Property Taxes prior to their due date, Tenant shall have the right (but not the obligation) to pay the same, together with interest and penalties (if any), following written notice to Landlord, in which case Tenant may either demand immediate reimbursement together with interest at the rate of twelve percent (12%) per annum, or at Tenant's option, Tenant may deduct such expense (and interest) from any payment obligation(s) due to Landlord in connection with this Lease.

8.02 Definition of Real Property Taxes. As used herein, "Real Property Taxes" shall include any form of assessment or ad valorem tax (but always exclusive of net income, franchise, inheritance or estate taxes), imposed by any public or private authority having the direct or indirect power to tax or impose assessments against any legal or equitable interest of Landlord in the Premises, or against Landlord's right to rent or other income therefrom, or against Landlord's business of leasing the Premises.

8.03 Personal Property Taxes.

(a) Tenant shall pay prior to delinquency all taxes assessed against and levied on trade fixtures, furnishings, equipment and all other personal property of Tenant in, on or about the Premises. When possible, Tenant shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Landlord.

(b) If any of Tenant's personal property shall be assessed with Landlord's real property, Tenant shall pay the same as part of Tenant's obligation to pay its personal property taxes.

8.04 Contest. Tenant, at its own expense, may contest any such tax, assessment, charge or imposition in any manner permitted by law. Landlord shall cooperate with Tenant, at Tenant's expense, including executing documents reasonably necessary for such purpose, unless in Landlord's reasonable judgment (taking into account that Tenant must pay the Taxes pursuant to this Lease) such action would not be beneficial for the Premises. Such contest may include appeals from any judgment, decree or order until a determination is made by a court or governmental department, state tax commission or other authority having final jurisdiction in the matter. In connection with such contest, Tenant shall (i) provide appropriate bond or other security (to avoid imposition of a lien); or (ii) reimburse Landlord for the amount of the contested taxes, assessments, charges or impositions paid under protest (or reservation of rights), each in a timely manner and on the dates provided for under the law. Any refund with respect to the taxes, assessments, charges or impositions (net of the reasonable costs incurred by Tenant in connection with such content) shall be paid to and become the property of Landlord.

ARTICLE IX
UTILITIES

Tenant shall contract for in its own name and pay directly all water, gas, electricity, heat, light, power, telephone, sewer, sprinkler services, refuse and trash collection, and other utilities and services used on or within the Premises. If any of such utility services are not separately metered for the Premises, then Landlord shall pay such utility company in a timely manner, provide Tenant a copy of the service bill with Landlord's good-faith determination of Tenant's fair share thereof, which Tenant shall pay to Landlord within thirty (30) days of receipt; provided, however, if Tenant disagrees with such determination with respect to one or more utility service bill(s), Tenant shall give Landlord written notice of such disagreement, pay the amount requested, and the parties shall work in good faith to reconcile the determination prior to the next billing cycle. Landlord shall credit Tenant on the following month's service bill, if necessary.

ARTICLE X
ASSIGNMENT AND SUBLETTING

10.01 Landlord's Consent Required. Tenant shall not voluntarily or by operation of law assign, transfer, sublet, or otherwise encumber all or any part of Tenant's interest in this Lease or in the Premises, without Landlord's prior written consent in each instance, which shall not be unreasonably withheld, delayed or conditioned. Any attempted assignment, transfer, encumbrance or subletting without such consent shall be void, and shall constitute a breach of this Lease curable by unwinding/undoing of the action causing such breach within ten (10) days of receipt of written notice thereof from Landlord. Notwithstanding the foregoing, Tenant may assign its rights hereunder, or sublet some or all of the Premises to any party controlled by Tenant, that controls Tenant or that is under common control with Tenant, or which purchases all or substantially all of the assets of Tenant, without necessity of Landlord's approval, provided Tenant promptly notifies Landlord in writing of such event. Tenant shall not mortgage, pledge, or otherwise hypothecate its leasehold interest in the Premises.

10.02 No Release of Tenant. Except upon Landlord's consent to such release, no subletting or assignment shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay the rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof except for the rent paid.

ARTICLE XI
DEFAULTS; REMEDIES

11.01 Default by Tenant. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(a) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder within seven (7) business days after Tenant's receipt of written notice from Landlord of non-payment, provided, however, that Landlord shall not be obligated to provide written notice of non-payment more than twice in any calendar year.

(b) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than those described in Paragraph (a) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant specifying therein the nature and extent of the alleged breach (unless a shorter time is otherwise expressly provided for under this Lease); provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion.

(c) (i) The making by Tenant of any general assignment, or general arrangement for the benefit of credits; (ii) the filing of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (and such petition is not discharged within 90 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

11.02 Remedies. In the event of any such default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and any real estate commission actually paid; and the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; and that portion of the leasing commission, if any, paid by Landlord applicable to the unexpired term of this Lease.

(b) Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state where the Premises are situated.

11.03 Default by Landlord. Landlord shall not be in default unless Landlord fails to perform those obligations required of Landlord within a reasonable time, but in no event later than twenty (20) days after written notice by Tenant to Landlord; provided, however, that if the

nature of Landlord's obligation is such that more than twenty (20) days are required for performance then Landlord shall not be in default if Landlord commences performance within such 20-day period and thereafter continuously and diligently prosecutes the same to completion.

ARTICLE XII
CONDEMNATION

If (i) more than ten percent (10%) of the interior floor area of the building on the Premises, (ii) more than ten percent (10%) of the useable land area of the Premises which is not occupied by any improvements, (iii) any parking space joining the Premises, or (iv) the primary portion of the Premises used in the operation of Tenant's business is taken under the power of eminent domain or sold under the threat of the exercise of said power (herein called "condemnation"), Landlord shall promptly notify Tenant, and if Tenant reasonably believes that such condemnation renders the Premises unsuitable for the business of Tenant, Tenant may within thirty (30) days thereafter terminate this Lease by notice to Landlord. In the event that a condemnation of less than (i) ten percent (10%) of the floor area of the buildings on the Premises, (ii) less than ten percent (10%) of the land area is made, (iii) any parking space adjoining the Premises is made, or Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the proportion that the floor area taken bears to the total floor area of the building situated on the Premises or if no floor area is taken, reduced in the proportion that the land area taken bears to the sum of the total floor area plus the ratio of parking spaces taken. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Tenant shall be entitled to any award for loss of or damage to Tenant's trade fixtures and removable personal property. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall reasonably repair any damage to the Premises caused by such condemnation except to the extent that Tenant has separately been reimbursed therefor by the condemning authority.

ARTICLE XIII
REAL ESTATE BROKER

Landlord represents to Tenant that it has not dealt with any real estate broker in connection with this Lease and that no broker or finder negotiated this Lease or is entitled to any commission or fee in connection herewith. Tenant hereby represents and warrants to Landlord that it has not dealt with any real estate broker in connection with this Lease and that no broker or finder negotiated this Lease or is entitled to any commission or fee in connection herewith. Each of Tenant and Landlord agrees to indemnify, defend and hold the other party free and harmless from and against all claims for broker's commissions or finder's fees by any person claiming to have been retained by the other party in connection with this transaction or to have caused this transaction.

ARTICLE XIV
HAZARDOUS SUBSTANCES

14.01 Hazardous Material; Indemnity. For purposes of this Lease, the term "Hazardous Substances" shall mean pollutants, contaminants, toxic or waste, which is regulated, restricted, prohibited, or penalized by any federal, state, or local law, ordinance, or regulation relating to pollution or the protection of health or the environment. Landlord represents and warrants to Tenant that, to the best of Landlord's knowledge, the Premises are free from all Hazardous Substances as of the Commencement Date. Tenant shall not use, generate, store, dispose of Hazardous Substances in the Premises except in a manner and quantity necessary to the ordinary performance of Tenant's ordinary business in accordance with all the applicable laws, ordinances and regulations. Tenant shall indemnify and hold Landlord, its members, officers and affiliates harmless from and against any and all claims, liabilities, causes of action, damage, fines and expenses (including reasonable attorney's fees) resulting from Tenant's failure to comply with its obligations under this section or otherwise resulting from the presence of Hazardous Substances introduced to the Premises by Tenant. Landlord shall indemnify and hold Tenant, its members, officers and affiliates harmless from and against any and all claims, liabilities, causes of action, damages, expenses, fines (including attorney's fees) resulting from the presence of Hazardous Substances which were not introduced to the Premises by Tenant or as a result of Tenant's business.

ARTICLE XV
GENERAL PROVISIONS

15.01 Estoppel Certificates. Landlord and/or Tenant shall at any time upon not less than ten (10) business days' prior written notice execute, acknowledge and deliver to the requesting party or its successors and assigns a statement in writing (a) that this Lease is in full force and effect and has not been assigned, modified or amended in any way (or, if there has been any assignment, modification or amendment, identifying the same); (b) the dates of commencement and expiration of the term, the date to which the base rent and additional rent payable hereunder have been paid in advance, if any; (c) that there are, to the executing party's knowledge, no incurred defaults on the part of the requesting party or any defenses or offsets against the enforcement of this Lease by the requesting party (or specifying each default, defense or offset if any are claimed), and (d) any other factual matters pertaining to the Lease as reasonably requested by the requesting party. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer.

15.02 Landlord's Liability. The term "Landlord" as used herein shall mean only the owner or owners at the time in question of the fee title or a lessee's interest in a ground lease of the Premises. Any transfer of fee title or lessee's interest in a ground lease of the Premises shall be made subject to the terms and conditions of this Lease. In the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfers the then grantor), with the exception of obligations that had already accrued under the indemnity provisions of 6.05(b) herein and the tax payment provisions in Article VIII herein, shall be relieved from and after the date of such transfer of all liability as respects Landlord's obligations thereafter to be performed, provided that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee.

The obligations contained in this Lease to be performed by Landlord shall, subject to the aforesaid, be binding on Landlord's successors, assigns, and grantees, only during their respective periods of ownership.

15.03 Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

15.04 Interest on Past-Due Obligations. Except as expressly herein provided, any amount due not paid when due shall bear interest at twelve percent (12%) per annum from the date due. Payment of such interest shall not excuse or cure any default by Tenant under this Lease, provided, however, that interest shall not be payable on late charges incurred by Tenant nor on any amounts upon which late charges are paid by Tenant.

15.05 Time of Essence. Time is of the essence.

15.06 Captions. Article, Section and paragraph captions are not a part hereof.

15.07 Incorporation of Prior Agreements; Amendments. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

15.08 Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by (i) personal delivery (ii) overnight delivery by nationally recognized courier (such as FedEx) or (iii) by certified or registered mail return receipt requested, and shall be deemed given on the date delivered when received (or when delivery is refused) as evidenced on the return receipt or deliveryman's affidavit or receipt. Notice addresses are as follows:

If to Landlord:	THBT Properties, LLC, Swansea 3990 North Illinois Swansea, Illinois 62226 Attn: Dr. Bart Jones
with a copy to:	Lewis Rice LLC 600 Washington Avenue, Suite 2500 St. Louis, Missouri 63101-1311 Attn: R. Scott Moore
If to Tenant:	Eye Surgery Center, LLC 15933 Clayton Rd., Ste. 210 Clarkson Valley, Missouri 63011 Attn: Chief Financial Officer
with a copy to:	Lathrop & Gage, LLP 7701 Forsyth Blvd, Suite 5000 St. Louis, Missouri 63105 Attn: Francis "Butch" Miller

Either party may specify a different address for notice purposes on not less than ten (10) days prior written notice to the other party.

15.09 Waivers. No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the other party of the same or any other provision. Neither party's consent to or approval of any act shall be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act by the other party. The payment of rent hereunder by Tenant shall not be a waiver of any preceding breach by Landlord of any provision hereof, regardless of Tenant's knowledge of such preceding breach at the time of payment of such rent.

15.10 Recording. Tenant shall not record this Lease without Landlord's prior written consent but Tenant may record a memorandum of this Lease (provided that the monetary terms of the Lease are not set forth in the recorded document).

15.11 Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, such occupancy shall be a tenancy from month to month at an amount equal to 150% of the last monthly rental plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy.

15.12 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

15.13 Binding Effect; Choice of Law. Subject to any provisions hereof restricting assignment or subletting, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the state in which the Premises are situated, without regard to its conflicts of laws provisions.

15.14 Subordination; Non Disturbance. This Lease, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or hereafter placed upon the real property of which the Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet and peaceful possession of the Premises shall not be disturbed so long as Tenant is not in default. This section shall be self-operative and no further instrument of subordination or non-disturbance shall be necessary. Notwithstanding the foregoing, Tenant agrees to execute any documents required to confirm such subordination or to make this Lease subordinate to the lien or any mortgage, deed of trust or ground lease, and to do so within ten (10) business days after written demand; provided that such document contains customary non-disturbance provisions acceptable to Tenant and does not impair Tenant's rights of possession so long as Tenant is not in default.

15.15 Security Deposit. No security deposit is required and none was provided.

15.16 Landlord's Access. Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times during normal business hours upon delivery of reasonable prior notice to Tenant, for the purpose of inspecting the same, showing the same to prospective

purchasers, or lenders, or lessees, and making such alterations, repairs, improvements or additions to the Premises or to the building of which they are a part as Landlord may deem necessary or desirable. Notwithstanding, Landlord shall have the right to enter the Premises without notice if Landlord finds the existence of bona fide exigent circumstances. Landlord may at any time place on or about the Premises any ordinary "For Sale" signs and Landlord may at any time during the last 120 days of the term hereof place on or about the Premises any ordinary "For Lease" signs, all without abatement of rent. Landlord shall respect Tenant's efforts to maintain privacy of its patients' data and shall make all efforts not to disturb Tenant's business operations.

15.17 Waiver of Lien; Tenant's Lender's Access. Landlord hereby waives any and all lien rights (statutory or otherwise) it may have with respect to any of Tenant's equipment, trade fixtures or other personal property in or about the Premises. Landlord shall reasonably cooperate with Tenant's lenders' requests in connection with this Lease and/or the Premises. Without limiting the foregoing, Landlord shall timely execute and deliver such customary "Landlord Agreements" and/or "Landlord Waivers" as may be requested by Tenant's lender to allow such lender to remove and/or dispose of Tenant's personal property located within the Premises (for up to sixty (60) days after a lease termination) to the extent encumbered by a lien in favor of such lender, provided such lender pays base rent called for under this Lease (on a per diem basis) during such period(s) of access to Landlord and further provided such lender promptly repairs any damage caused by such activities. No public sale or auction of Tenant's personal property shall be held at the Premises.

15.18 Authority. If Landlord or Tenant is a corporation or limited liability company, each individual executing this Lease on behalf of said corporation or limited liability company represents and warrants that s/he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors or Members of such limited liability company of said corporation or limited liability company or in accordance with the Bylaws of said corporation or operating agreement of said limited liability company, and that this Lease is binding upon said corporation or limited liability company in accordance with its terms. If Landlord or Tenant is a corporation or limited liability company, such corporation or limited liability company shall, within thirty (30) days after execution of this Lease, deliver to the other party a certified copy of a resolution of the Board of Directors of said corporation or Members of such limited liability company authorizing or ratifying the execution of this Lease. The individual executing this Lease on behalf of Landlord hereby represents and warrants to Tenant that Landlord owns the Premises and has all necessary authority to enter into this Lease and to perform Landlord's duties hereunder. The individual executing this Lease on behalf of Tenant hereby represents and warrants to Landlord that Tenant has all necessary authority to enter into this Lease and to perform Tenant's duties hereunder.

15.19 Legal Fees.

(a) In the event of legal action between Landlord and Tenant on account of any alleged default of either hereunder, the prevailing party in such action shall be entitled to be reimbursed by the other party in the amount of all reasonable attorneys' fees and other costs reasonably incurred by the prevailing party in connection with such action.

(b) In the event Landlord shall, without fault on its part, be made a party to any action commenced against Tenant or on account of any acts or omissions of Tenant, Tenant shall pay all costs and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation.

(c) In the event Tenant shall, without fault on its part, be made a party to any action commenced against Landlord or on account of any acts or omissions of Landlord, Landlord shall pay all costs and reasonable attorneys' fees incurred or paid by Tenant in connection with such litigation.

15.20 Force Majeure. Except as provided otherwise in this Lease, the parties shall be excused from performing any obligation under this Lease, and any delay in the performance of any of the parties' obligations under this Lease shall be excused, except for monetary obligations, if and so long as the performance of the obligation is prevented, delayed or otherwise hindered by acts of God, fire, earthquake, floods, explosion, acts of the elements, war, riots, mob violence, inability to procure or a general shortage of skilled labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, condemnation, court orders, laws or orders of governmental or military authorities or any other cause, whether similar or dissimilar to the foregoing, not within the control of the party.

15.21 Signage. Tenant may install any and all signage customarily used by Tenant in connection with its business, subject only to local laws, ordinances and regulations, and to Landlord's consent, which shall not be unreasonably withheld, delayed or conditioned. Landlord hereby consents to the signage currently in place. Tenant may remove the signage at any time (or at Tenant's option, abandon the same), provided that Tenant shall promptly repair any damage caused by such removal.

15.22 Counterparts. This Lease may be executed in multiple counterparts, which when taken together shall constitute one and the same Lease. This Lease shall be effective and finally executed when all counterparts, which when taken together, bear the signatures of each party hereto.

15.23 Electronic Delivery of Counterparts. Executed counterparts to this Lease may be delivered facsimile machine transmission or electronic mail (using the PDF or similar format) and counterparts so delivered shall be considered an original signature sufficient to bind the delivering party hereto. At the request of any party, original counterparts shall promptly be delivered vial First Class U.S. Mail, overnight delivery or personal delivery.

[Remainder of page intentionally left blank; signatures on following page(s)]

Swansea ASC Lease (#28)

IN WITNESS WHEREOF, the respective parties hereto have caused this Lease to be executed the day and year first above written.

"Landlord"	"Tenant"
THBT Properties, LLC, Swansea, an Illinois series limited liability company	**Eye Surgery Center, LLC,** an Illinois limited liability company
By: _____ Name: BART A. JONES Its: Manager	By: _____ Anthony G. Nunn, CEO

[Signature Page to Net Lease]

Swansea ASC Lease (#28)

IN WITNESS WHEREOF, the respective parties hereto have caused this Lease to be executed the day and year first above written.

"Landlord"	"Tenant"
THBT Properties, LLC, Swansea, an Illinois series limited liability company	**Eye Surgery Center, LLC,** an Illinois limited liability company
By: _____ Name: _____ Its: _____	By: Anthony Nunn (Sep 19, 2016) Anthony G. Nunn, CEO

[Signature Page to Net Lease]

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

Eye Surgery Center, LLC is currently the approved operating entity for Eye Surgery Center. Following the transaction, Eye Surgery Center, LLC will remain the operating entity for the ASC. The Illinois Certificate of Good Standing for Eye Surgery Center, LLC is attached at Attachment – 1.

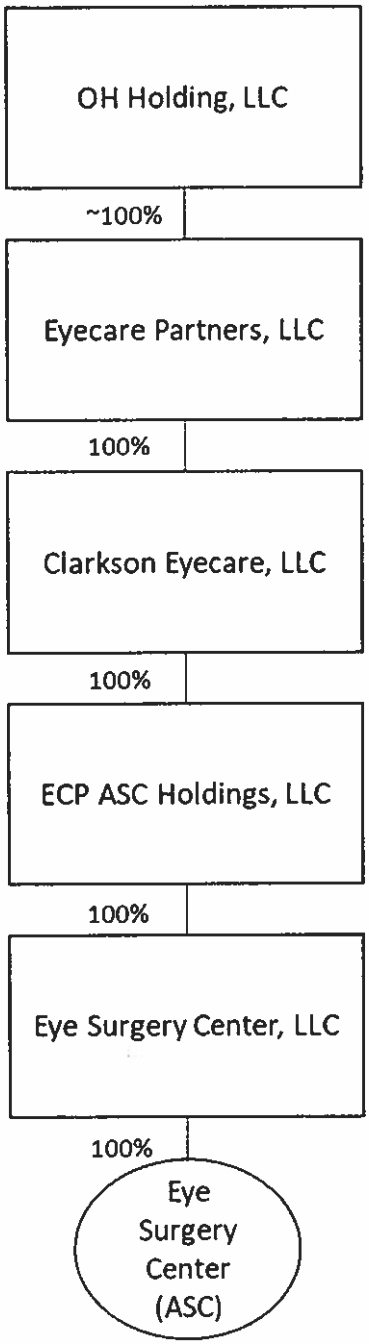
The following persons have 5 percent or greater interest in Eye Surgery Center, LLC:

- ECP ASC Holdings, LLC (owns 100% of Eye Surgery Center, LLC)
- Clarkson Eyecare, LLC (owns 100% of ECP, ASC Holdings, LLC)
- Eyecare Partners, LLC (owns 100% of Clarkson Eyecare, LLC)
- OH Holding, LLC (owns a majority of Eyecare Partners, LLC; no other individual 5% or more holders)

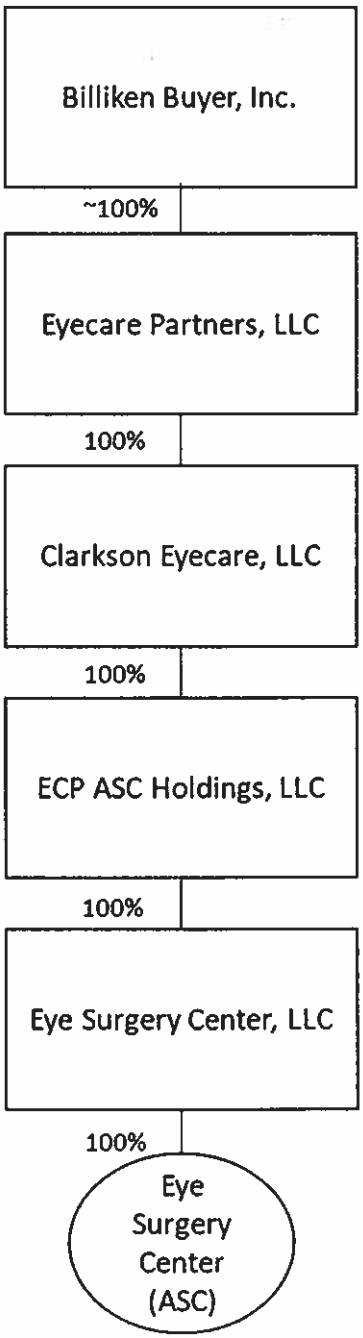
Section I, Identification, General Information, and Certification
Organizational Relationships

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

OLD STRUCTURE:



PROPOSED STRUCTURE:



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.**

Eye Surgery Center, LLC owns Eye Surgery Center, located at 3990 N. Illinois St., Swansea, Illinois 62226. 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.**

None.

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

CENTERS FOR MEDICARE & MEDICAID SERVICES

CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF WAIVER

LABORATORY NAME AND ADDRESS
EYE SURGERY CENTER, LLC
3990 N ILLINOIS
BELLEVILLE, IL 62226

CLIA ID NUMBER
14D0434065

EFFECTIVE DATE
09/01/2018

LABORATORY DIRECTOR
DONALD R UNWIN M D

EXPIRATION DATE
08/31/2020

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 hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

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

Karen W. Dyer, Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

13838 Certs1_080718

- If this is a Certificate of Registration, it represents only the enrollment of the laboratory in the CLIA program and does not indicate a Federal certification of compliance with other CLIA requirements. The laboratory is permitted to begin testing upon receipt of this certificate, but is not determined to be in compliance until a survey is successfully completed.
- If this is a Certificate for Provider-Performed Microscopy Procedures, it certifies the laboratory to perform only those laboratory procedures that have been specified as provider-performed microscopy procedures and, if applicable, examinations or procedures that have been approved as waived tests by the Department of Health and Human Services.
- If this is a Certificate of Waiver, it certifies the laboratory to perform only examinations or procedures that have been approved as waived tests by the Department of Health and Human Services.

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.

10024823.2/001243

1:3
581/656
JONES, BART A
3990 N ILLINOIS
LOWER LEVEL
BELLEVILLE, IL 62226-1919

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FJ3057076	12-31-2020	$731

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5	PRACTITIONER	11-16-2017

JONES, BART A
3990 N ILLINOIS
LOWER LEVEL
SWANSEA, IL 62226-1919

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FJ3057076	12-31-2020	$731

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5	PRACTITIONER	11-16-2017

JONES, BART A
3990 N ILLINOIS
LOWER LEVEL
SWANSEA, IL 62226-1919

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THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

Form DEA-223 (9/2016)

#E-059-19

ACCREDITATION ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

grants this

CERTIFICATE OF ACCREDITATION

to

EYE SURGERY CENTER, LLC

3990 N ILLINOIS ST, LOWER LEVEL
BELLEVILLE, IL 62226

In recognition of its commitment to high quality of care and substantial compliance with the Accreditation Association for Ambulatory Health Care standards for ambulatory health care organizations.

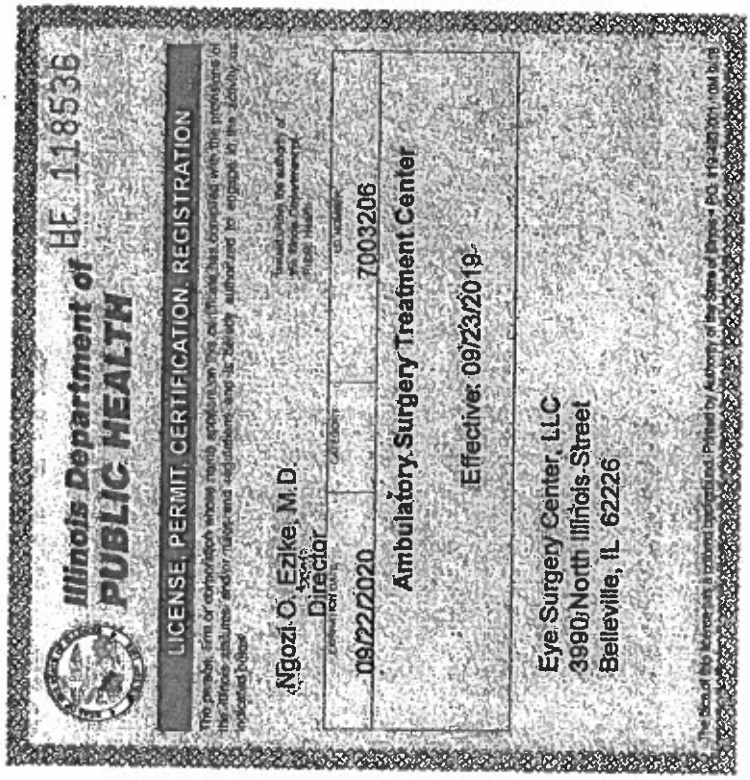
17685
Organization Identification Number

JULY 30, 2021
The Award of Accreditation expires on the above date

ARNALDO VALEDON, MD
Chair of the Board

NOEL ADACHI, MBA
President & CEO

5250 OLD ORCHARD ROAD, SUITE 200 • SKOKIE, IL 60077
PHONE: 847/853.6060 • E-MAIL: INFO@AAAHC.ORG • WEB SITE: WWW.AAAHC.ORG



Illinois Department of PUBLIC HEALTH

HE 118536

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

Ngozi O. Ezike, M.D.
Director

09/22/2020

7003206

Ambulatory Surgery Treatment Center

Effective: 09/23/2019

Eye Surgery Center, LLC
3990 North Illinois Street
Belleville, IL 62226

Section III, Change of Ownership

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

1. **130.520(b)(1)(A) - Names of the parties**

The parties to the transaction are OH Holding, LLC and Billiken Buyer, Inc.

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**

Eye Surgery Center, LLC is currently the approved operating entity of Eye Surgery Center. Eye Surgery Center, LLC is currently indirectly owned, in whole, by OH Holding, LLC. Following the transaction, Eye Surgery Center, LLC will be indirectly owned, in whole, by Billiken Buyer, Inc. Eye Surgery Center, 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**

Eye Surgery Center, 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 facility to be transferred is $443,281.15, based on the book value of Eye Surgery Center as November 30, 2019.

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 portion of the purchase price attributable to Eye Surgery Center is $443,281.15, based on the book value of Eye Surgery Center as November 30, 2019.

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.**

This Change of Ownership Application for Exemption is due to an indirect change of ownership four levels above the operating entity for the ASC and will not directly impact the care provided at the ASC. The benefits to the community will be the continued operation 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 Eye Surgery Center for the past 3 years.

CHARITY CARE			
	2016	**2017**	**2018**
Net Patient Revenue	$5,674,726	$6,264,031	$5,228,712
Amount of Charity Care (charges)	$0	$0	$0
Cost of Charity Care	$0	$0	$0