

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

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: Midwest Eye Center, S.C.		
Street Address: 1700 East West Road		
City and Zip Code: Calumet City, 60409		
County: Cook	Health Service Area: 007	Health Planning Area: 031

Legislators

State Senator Name: Elgie R. Sims, Jr.
State Representative Name: Nicholas K. Smith

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

Exact Legal Name: Midwest Eye Center, S.C.
Street Address: 1700 East West Road
City and Zip Code: Calumet City, 60409
Name of Registered Agent: CT Corporation
Registered Agent Street Address: 208 South LaSalle Avenue, Suite 814
Registered Agent City and Zip Code: Chicago, IL 60604
Name of Chief Executive Officer: John Buterbaugh (Administrator)
CEO Street Address: 1700 East West Road
CEO City and Zip Code: Calumet City, 60409
CEO Telephone Number: 708-862-6595

Type of Ownership of Applicants

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
<input checked="" type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/>
Other	
<ul style="list-style-type: none">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: Daniel Fahey
Title: Member of the Firm
Company Name: Epstein, Becker & Green, P.C.
Address: 227 W. Monroe Street, Suite 3250 Chicago, Illinois 60606
Telephone Number: 312-499-1443
E-mail Address: dfahey@ebglaw.com
Fax Number: 312-845-1998

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: John Buterbaugh
Title: Administrator
Company Name: Midwest Eye Center, S.C.
Address: 1700 East West Road, Calumet City, 60409
Telephone Number: 708-862-6595
E-mail Address: John.Buterbaugh@hauserross.org
Fax Number:

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: Midwest Eye Center, S.C.
Street Address: 1700 East West Road
City and Zip Code: Calumet City, 60409
County: Cook Health Service Area: 007 Health Planning Area: 031

Legislators

State Senator Name: Elgie R. Sims, Jr.
State Representative Name: Nicholas K. Smith

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

Exact Legal Name: EyeCare Services Partners Holdings, LLC
Street Address: 2727 N. Harwood St., #350
City and Zip Code: Dallas, TX 75201
Name of Registered Agent: CT Corporation
Registered Agent Street Address: 208 South LaSalle Avenue, Suite 814
Registered Agent City and Zip Code: Chicago, IL 60604
Name of Chief Executive Officer: George Neal
CEO Street Address: 2727 North Harwood, C/O ESP Suite 3520
CEO City and Zip Code: Dallas, TX 75201
CEO Telephone Number: 469-214-0144

Type of Ownership of Applicants

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

<input checked="" type="checkbox"/> Limited Liability Company Other	<input type="checkbox"/> Sole Proprietorship
<ul style="list-style-type: none">o Corporations and limited liability companies must provide an Illinois certificate of good standing.o Partnerships must provide the name of the state in which 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: Daniel Fahey
Title: Member of the Firm
Company Name: Epstein, Becker & Green, P.C.
Address: 227 W. Monroe Street, Suite 3250 Chicago, Illinois 60606
Telephone Number: 312-499-1443
E-mail Address: dfahey@ebglaw.com
Fax Number: 312-845-1998

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: John Buterbaugh
Title: Administrator
Company Name: Midwest Eye Center, S.C.
Address: 1700 East West Road, Calumet City, 60409
Telephone Number: 708-862-6595
E-mail Address: John.Buterbaugh@hauserross.org
Fax Number:

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: Midwest Eye Center, S.C.		
Street Address: 1700 East West Road		
City and Zip Code: Calumet City, 60409		
County: Cook	Health Service Area: 007	Health Planning Area: 031

Legislators

State Senator Name: Elgie R. Sims, Jr.
--

State Representative Name: Nicholas K. Smith

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

Exact Legal Name: ESP Topco, LLC

Street Address: 200 Park Avenue, 25th Floor

City and Zip Code: New York, New York 10166

Name of Registered Agent: The Corporation Trust Company

Registered Agent Street Address: 1209 Orange Street

Registered Agent City and Zip Code: Wilmington, Delaware 19801

Name of Chief Executive Officer: Andrew Steuerman (President)

CEO Street Address: 200 Park Avenue, 25th Floor

CEO City and Zip Code: New York, New York 10166

CEO Telephone Number: 212.750.6060

Type of Ownership of Applicants

- ☐ Non-profit Corporation
☐ For-profit Corporation
☒ Limited Liability Company
Other

- ☐ Partnership
☐ Governmental
☐ Sole Proprietorship

☐

- 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: Daniel Fahey

Title: Member of the Firm

Company Name: Epstein, Becker & Green, P.C.

Address: 227 W. Monroe Street, Suite 3250 Chicago, Illinois 60606

Telephone Number: 312-499-1443

E-mail Address: dfahey@ebglaw.com

Fax Number: 312-845-1998

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: Andrew Steuerman (President)

Title: President
Company Name: ESP Topco, LLC
Address: 200 Park Avenue, 25th Floor, New York, New York 10166
Telephone Number: 212.750.6060
E-mail Address:
Fax Number:

Site Ownership after the Project is Complete

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Calumet City MOB, LP
Address of Site Owner: 4849 Greenville Ave., Suite 1480, Dallas, TX 75206
Street Address or Legal Description of the Site: Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statements, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease, or a lease.
APPEND DOCUMENTATION AS ATTACHMENT 2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Current Operating Identity/Licensee

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

Exact Legal Name: Midwest Eye Center, S.C.			
Address: 1700 East West Road, Calumet City, 60409			
<input type="checkbox"/>	Non-profit Corporation	<input type="checkbox"/>	Partnership
<input checked="" type="checkbox"/>	For-profit Corporation	<input type="checkbox"/>	Governmental
<input type="checkbox"/>	Limited Liability Company	<input type="checkbox"/>	Sole Proprietorship
<input type="checkbox"/>	Other		<input type="checkbox"/>

Operating Identity/Licensee after the Project is Complete

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

Exact Legal Name: Midwest Eye Center, S.C.

Address: 1700 East West Road, Calumet City, 60409

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

The applicant facility, Midwest Eye Center, S.C., is owned by EyeCare Services Partners Holdings LLC. On February 6, 2023, the owners of EyeCare Services Partners Holdings LLC entered into a restructuring support agreement with Golub Capital LLC and its affiliates, among other parties, whereby their outstanding debt obligations in EyeCare Services Partners Holdings LLC will be cancelled in exchange for the issuance of certain loans and the equity interests in ESP Topco, LLC. As a result of the restructuring, ESP Topco, LLC will become the parent entity of EyeCare Services Partners Holdings LLC and therefore an indirect owner of the applicant facility. The restructuring is anticipated to occur as soon as practicable once the required governmental approvals are obtained.

Related Project Costs

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

Land acquisition is related to project

☐ Yes

☒ No **NOT APPLICABLE**
(No land acquisition)

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.

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 04/2021 Edition

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

Midwest Eye Center, S.C.

in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this Application 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.

George L. Neal
SIGNATURE

SIGNATURE

GEORGE L NEAL
PRINTED NAME

PRINTED NAME

CEO
PRINTED TITLE

PRINTED TITLE

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

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

Signature of Notary

Signature of Notary

Seal

Seal

*Insert the EXACT legal name of the applicant

SEE ATTACHED FOR NOTARY

JURAT

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 ORANGE

Subscribed and sworn to (or affirmed) before me on this 08 day of FEBURARY,

20 23 by GEORGE L NEAL

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

Signature

(Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

ILLINOIS HEALTH FACILITIES AND

(Title or description of attached document)

SERVICES REVIEW BOARD Application

(Title or description of attached document continued)

for change of ownership exemption

Number of Pages 1711 Document Date 2023-2-8

page 4

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 04/2021 Edition

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

EyeCare Services Partners Holdings, LLC

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

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

PRINTED TITLE

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this ____ day of ____

Notarization:

Subscribed and sworn to before me
this ____ day of ____

Signature of Notary

Signature of Notary

Seal

Seal

*Insert the EXACT legal name of the applicant

SEE ATTACHED FOR NOTARY

JURAT

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 ORANGE

Subscribed and sworn to (or affirmed) before me on this 08 day of FEBURARY,

20 23 by GEORGE L NEAL

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

Signature  (Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

ILLINOIS HEALTH FACILITIES AND

(Title or description of attached document)

SERVICES REVIEW BOARD Application

(Title or description of attached document continued)

for change of ownership Exemption

Number of Pages 17+1 Document Date 2023-2-8

page 10
Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

CERTIFICATION

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

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

This Application is filed on the behalf of

ESP Topco, 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

Andrew Steuerman
PRINTED NAME

Authorized Signatory
PRINTED TITLE


SIGNATURE

Peter Burton
PRINTED NAME


Authorized Signatory
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 6th day of February 2023


Signature of Notary

Seal
AMANDA PUTERBAUGH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PU6340125
Qualified in Nassau County
My Commission Expires 04-11-2024

Notarization:
Subscribed and sworn to before me
this 6th day of February 2023


Signature of Notary

Seal
AMANDA PUTERBAUGH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PU6340125
Qualified in Nassau County
My Commission Expires 04-11-2024

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	
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

APPLICABLE REVIEW CRITERIA	CHOW
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 <u>ATTACHMENT 6</u> . 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.

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 04/2021 Edition

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

INDEX OF ATTACHMENTS			
ATTACHMENT NO.			PAGES
1	Applicant Identification including Certificate of Good Standing		18 – 21
2	Site Ownership		22 – 52
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.		53
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.		54 – 57
5	Background of the Applicant		58 – 59
6	Change of Ownership		60 – 64
7	Charity Care Information		65

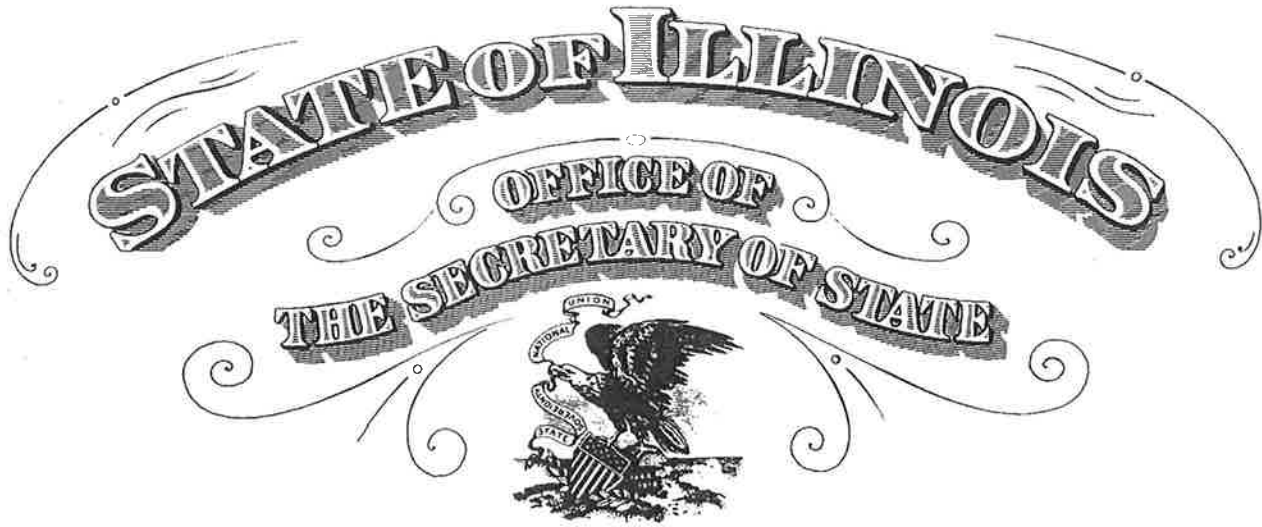
**ATTACHMENT 1
TYPE OF OWNERSHIP OF APPLICANTS**

Included with this attachment are:

1. The Certificate of Good Standing for the applicant facility Midwest Eye Center, S.C.
2. The Certificate of Good Standing for EyeCare Services Partners Holdings, LLC
3. The Certificate of Good Standing for ESP Topco, LLC

File Number

5168-005-7



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulas, 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

MIDWEST EYE CENTER, S.C., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 01, 1979, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 3RD
day of FEBRUARY A.D. 2023 .

Authentication #: 2303402294 verifiable until 02/03/2024

Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulas
SECRETARY OF STATE

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "EYECARE SERVICES PARTNERS HOLDINGS LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SEVENTH DAY OF FEBRUARY, A.D. 2023.

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



5520263 8300

SR# 20230416047

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

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 202663896

Date: 02-07-23

Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY "ESP TOPCO, LLC" IS DULY FORMED UNDER
THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A
LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF
THE EIGHTH DAY OF FEBRUARY, A.D. 2023.*

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



7194047 8300

SR# 20230425683

You may verify this certificate online at corp.delaware.gov/authver.shtmlA handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 202669098

Date: 02-08-23

**ATTACHMENT 2
SITE OWNERSHIP**

The site ownership will remain the same following the transaction. The applicant Midwest Eye Center, S.C. leases the premises from Calumet City MOB, LP. Copies of the Lease Agreement, Lease Amendment, and Notification of Lease Change of Ownership are included with this Attachment.

COMMERCIAL LEASE

- A. PARTIES AND COMMERCIAL LEASE** (the "**Lease**"): Marquette Bank and Land Trust #17020 dated October 20, 2004 ("**Landlord**") agrees to lease to EyeCare Services Partners Management LLC, a Delaware limited liability company ("**Tenant**"), and Tenant agrees to lease from Landlord, the following property for the consideration and subject to the following:
- B. LEASED PREMISES:** Landlord owns the land commonly known as 1700 East West Road Calumet City, IL (the "**Land**"). The Land is improved with the building, containing approximately 21,000 square feet and all other improvements located on the property and all easements and appurtenances thereto (the "**Building**"). The Land includes a parking lot with no less than one hundred (100) parking spaces located adjacent to the Building, each of which shall be reserved for and used solely and exclusively by Tenant (the "**Tenant Parking Area**"; and, together with the Land and the Building, the "**Leased Premises**").
- C. TERM AND RENEWALS:** The initial term (the "**Term**") of this Lease commences on May 4, 2018 (the "**Commencement Date**") and shall continue for an initial term of twelve (12) years until the expiration of the initial Term on May 3, 2030 (the "**Expiration Date**"). Provided Tenant is not in default, Tenant shall have the right, at its option, to renew the Term for two (2) consecutive renewal terms of five (5) years each in length. The options to renew the Term as described above shall be exercised by Tenant by delivering written notice to Landlord of Tenant's decision to so renew this Lease at least ninety (90) days prior to the expiration of the initial Term or any renewal Term (other than the last remaining renewal Term under this Lease). All of the terms and conditions of this Lease shall apply during the renewal period, except that the rent shall be adjusted as provided below.
- D. RENT:**
- 1. Initial Rent:** With respect to the first year of the initial term, Tenant shall pay as rent for the Leased Premises the sum of \$520,000.00, payable in advance in equal monthly installments of \$43,333.33 per month (prorated for any partial month at the beginning or end of the Term), payable on the first (1st) day of each calendar month. Such monthly payments of rent shall commence on the Commencement Date.
 - 2. Rent Adjustments - Initial Term:** Beginning with the lease year starting May 4, 2019, the rent will be escalated by two percent (2.0%) annually.
 - 3. Rent Adjustments - Renewal Period:** Rent in the first year of any renewal Term will be escalated by two percent (2.0%) over the last year of the prior Term and rent escalation in the renewal period will follow the same adjustment as the initial Term.

All rent shall be paid without offset, deduction, or setoff notice or demand, and without relief from valuation or appraisal laws to Landlord at the address set forth at the end of this Lease, or at such other address as Landlord may specify by written notice at any time. All Rent shall be deemed to constitute "rent" for purposes of the enforcement of Landlord's rights and remedies under this Lease or at law or equity, including but not limited to Landlord's rights

pursuant to Section 502(b)(6) of the United States Bankruptcy Code. Tenant's covenants to pay Rent and to perform all of the Tenant obligations set forth in this Lease, are independent of every other covenant or obligation of the Landlord set forth in this Lease or at law or equity.

The parties intend this Lease to be a triple net lease, and except as otherwise agreed to herein, Tenant shall be responsible for the payment of all costs and expenses paid or incurred by Landlord, which costs and expenses are directly allocable to the Leased Premises (a) for owning, operating, maintaining, managing and repairing the Leased Premises and the personal property used in conjunction therewith, including, without limitation for any expense or charge which, in accordance with generally accepted accounting or management principles, would be considered as an expense directly allocable to the operation, maintenance and repair of the Leased Premises. Tenant shall pay all such costs and expenses incurred by Landlord within ten (10) days of delivery of proof of payment therefor.

E. LATE CHARGE: Tenant shall pay a late charge in an amount equal to five percent (5%) of the amount past due upon demand if any payment of rent is not paid by the 5th of each calendar month.

F. ACCEPTANCE OF LEASED PREMISES: Tenant has examined the Leased Premises before signing this Lease and is satisfied, except as to the following alterations, improvements, repairs, decorating and cleaning to be performed by Landlord, if any: None Subject to the foregoing, Tenant's taking possession shall be conclusive evidence as against Tenant that the Leased Premises were in good order and satisfactory condition when Tenant took possession. No promise of Landlord to alter, remodel, improve, repair, decorate or clean the Leased Premises or any part, and no representation respecting the condition of the Leased Premises or the Building, has been made by Landlord to Tenant.

1. USE OF LEASED PREMISES: The Leased Premises or any part hereof, shall be used only for purposes of operating an ophthalmology clinic and office, an optometry clinic and office, eye care services, an outpatient surgical facility that provides outpatient surgical services or procedures, including, without limitation, an ambulatory surgery center, an office-based surgical facility, or for purposes of providing surgery services or procedures, or a medical practice, and any related businesses activities, and at no additional cost to Tenant unless such cost is imposed by any governmental or quasi-governmental authority, in which case Tenant shall pay such costs to the imposing authority, Tenant shall have the sole and exclusive use of the Tenant Parking Area (the "**Intended Use**"). Notwithstanding anything to the contrary set forth herein, Landlord hereby acknowledges and understands that Tenant is the administrative and managerial services company for certain of its affiliates and related parties, including, but not limited to, DeKalb Eye Consultants, LLC, an Illinois limited liability company (each such affiliate and related party, and its successors and assigns, a "**Permitted Subtenant**") and Landlord expressly consents to the use of the Leased Premises by Permitted Subtenant, pursuant to a written sublease agreement with Tenant for the Permitted Use, provided no such sublease will release Tenant from any obligation under this Lease. Such sublease must (i) require the Permitted Subtenant to comply with all obligations of Tenant contained in this Lease, (ii) expressly state that Tenant is

not released from any liability under the Lease and (iii) be in a written form executed by Tenant and Subtenant. Tenant shall deliver an executed sublease which states the same within three (3) days after full execution of such sublease. Tenant agrees not to use or permit the use of the Leased Premises for the generation, storage, treatment, use, transportation or disposal of any chemical, material or substance in violation of any applicable law, ordinance, rule, or regulation or that could pose a hazard to the health or safety of other tenants, occupants and employees in the Building

Tenant shall comply with all laws, statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity whether in effect now or later, including the Americans with Disabilities Act (collectively, "Law(s)") now or hereafter pertaining to Tenant's specific use of the Leased Premises. Landlord shall comply with all Laws now or hereafter affecting the Leased Premises or the Building except those that relate to Tenant's specific use of the Leased Premises.

G. REAL ESTATE TAXES: All real estate taxes for the Leased Premises shall be the responsibility of Tenant and shall be paid by Tenant prior to delinquency. Landlord shall provide the bill for each installment of real estate taxes to Tenant at least thirty (30) days prior to when due, or as soon thereafter as Landlord has received such bill (but in any event a reasonable time prior to the deadline for contesting the real estate taxes set forth on such bill). In the event that real estate taxes may be paid in installments, Tenant shall only be liable for any such installments due and payable in such year. In the event that the Term commences or ends on a day such that an installment of real estate taxes covers a period of time that falls partially outside of the Term, Tenant shall only be obligated to pay real estate taxes that are allocable to the Term and, if Tenant has paid more than the actual real estate taxes that are allocable to the Term, Tenant shall be entitled to a refund of such overage. Tenant shall have the first right to contest real estate taxes at its sole cost and expense and shall notify Landlord of such election to contest real estate taxes. Tenant shall ensure that written notice of its election to contest the Taxes is received by Landlord at least fifteen (15) days before the expiration of the period to contest any such real estate taxes. Should Landlord not receive notice of Tenant's election to contest any real estate taxes, Tenant shall be deemed to have waived such opportunity and such right to contest any real estate taxes shall automatically and without notice revert to Landlord in which case Landlord shall have the sole option, in its sole discretion to contest any real estate taxes for any prior year during the Term. Landlord and Tenant shall use commercially reasonable efforts to cooperate and coordinate with each other in connection with any contest of real estate taxes. Personal property taxes assessed with respect to Tenant's business personal property shall be paid solely by Tenant.

H. INSURANCE:

1. Landlord's Insurance. Landlord shall maintain, at its sole cost and expense, all-risk property insurance on the Building and the Leased Premises equal to the full replacement cost of the Leased Premises and Building. Landlord shall further maintain, at its sole cost and expense, commercial general liability insurance (which insurance shall not exclude blanket, contractual liability, broad form property damage, bodily injury, or fire damage coverage) covering the Leased Premises (and any common areas)

against claims for bodily injury or death and property damage, which insurance shall provide coverage on an occurrence basis with a per occurrence limit of not less than \$1,000,000, and with general aggregate limits of not less than \$3,000,000 for each policy year, which limits may be satisfied by any combination of primary and excess or umbrella per occurrence policies. Tenant shall reimburse Landlord for the costs of the premiums for all such insurance within ten (10) days of Landlord's proof of payment therefor.

2. Tenant's Insurance. Tenant shall be responsible, at its sole cost and expense, for maintaining fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises. Tenant shall further maintain, at its sole cost and expense, a policy or policies of commercial general liability insurance (which insurance shall not exclude blanket, contractual liability, broad form property damage, bodily injury, or fire damage coverage) covering the Leased Premises against claims for bodily injury or death and property damage, which insurance shall provide coverage on an occurrence basis with a per occurrence limit of not less than \$1,000,000, and with general aggregate limits of not less than \$3,000,000 for each policy year, which limits may be satisfied by any combination of primary and excess or umbrella per occurrence policies. Tenant shall further maintain Business Interruption Insurance covering a minimum of one year of anticipated gross rent and Workers' Compensation Insurance, as required by law or by statute. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current certificates of insurance evidencing Tenant's compliance with this Section. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.
 - i. All insurance required to be carried by Tenant (1) shall contain a provision that (x) no act or omission of Tenant shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained, and (y) shall be non-cancelable and/or no material change in coverage shall be made thereto unless the Insured Parties receive thirty (30) days prior notice by certified mail, return receipt requested or by a recognized overnight delivery service and (2) shall be effected under valid and enforceable policies issued by reputable insurers authorized to do business in the state in which the Leased Premises is located and rated in Best's Insurance Guide, or any successor thereto as having a "Best's Rating" of "A" or better and a "Financial Size Category" of at least "X" or better, or, if such ratings are not then in effect, the equivalent thereof or such other financial rating as Landlord may at any time consider appropriate.
 - ii. On or prior to the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Leased Premises, Tenant shall deliver to Landlord appropriate certificates of insurance that evidence the insurance required to be carried by this Lease, the waivers of subrogation required by this Lease, that the Landlord is named as additional insureds/loss payees, as applicable as required pursuant to this Lease (each a "**Policy**", collectively the "**Policies**") and that the commercial general liability insurance is primary, non-contributory and excess of other valid and collectible insurance. Evidence of

each renewal or replacement of the Policies shall be delivered by Tenant to Landlord at least ten (10) days prior to the expiration of the Policies. The insurance company is to advise Landlord in writing by certified mail, return receipt requested, or by recognized overnight delivery service, at least thirty (30) days in advance of any termination or change to the Policies that would affect the interest of any of the Landlord and evidence that such certification conveys to the Insured Parties all the rights and privileges afforded under the Policies as primary insurance.

- iii. By requiring insurance herein, Landlord does not represent that coverage and limits will necessarily be adequate to protect Tenant, and such coverage and limits shall not be deemed a limitation on, or transfer of Tenant's liability under the indemnities granted to Landlord in this contract.
 - iv. Any claims made against such insurance policies shall survive the expiration of the Lease. All rights that inure to the benefit of the Landlord shall not be prejudiced by the expiration of the Lease.
3. Subrogation. Landlord and Tenant hereby waive any and all rights to recovery, claims, actions, or causes of action against the other and shall have no liability to the other, or to any insurer, by way of subrogation or otherwise, on account of any loss or damage to their respective property, the Leased Premises or its contents or the Building, regardless of whether such loss or damage is caused by the negligence of Landlord or Tenant, arising out of any of the perils or casualties insured against by the property insurance policies carried, or required to be carried, by the parties pursuant to this Lease. In addition, Landlord and Tenant shall have no liability to one another for any deductible amount carried under any policy. The insurance policies obtained by Tenant pursuant to this Lease, shall require waivers of subrogation which the insurer may otherwise have against the non-insuring party. Tenant acknowledges that Landlord shall not carry insurance on, and shall not be responsible for, (i) damage to any leasehold improvements, (ii) Tenant's property, (iii) any loss suffered by Tenant due to interruption of Tenant's business.

I. UTILITIES AND SERVICES:

1. Utilities and Services. Each utility and service listed below is required to be contracted for and to be paid directly to the provider by the party as indicated:

<u>Utility/Service</u>	<u>Tenant</u>	<u>Landlord</u>
Electrical Service (including light bulbs)	x	
Heat, Air Conditioning, and/or Gas Service	x	
Telephone Service	x	
HVAC Maintenance and Repair	x	
Water Service	x	
Sewer Service	x	
Cleaning/Janitorial	x	
Trash Removal	x	

Lawn/Landscaping	x
Snow Removal	x
Fire Sprinkler System	x
Alarm/Security System	x
Internet Service	x

It is the intention of the parties and they hereby agree that this shall be a net lease, and, other than payment of those utilities and performance of services identified as Landlord's responsibility in this Section and throughout this Lease, Landlord shall have no obligation to pay for any services, perform any acts or pay any expenses, charges, obligations or costs with respect to the Leased Premises, Building, or the Land.

To the extent possible, Tenant shall be entitled to choose the provider of the above services, in its reasonable discretion. To the extent requested by Tenant, Landlord shall cooperate with Tenant to get any accounts for such services transferred/registered in the name of Tenant and to have the Leased Premises separately metered at Tenant's sole cost and expense.

J. MAINTENANCE AND REPAIRS:

1. **Tenant Repairs.** Tenant shall at all times keep the interior, non-structural portions of the Leased Premises (except for the portions thereof that are Landlord's responsibility to repair, as provided herein) including, but not limited to, the interior portions of the walls, ceilings, doors, all plate glass and other window appurtenances, all other interior surfaces in the Leased Premises in good order, condition and repair. Landlord shall not be responsible for repairs required as a result of recklessness, negligence or willful misconduct (whether by acts of commission or omission) of the Tenant, its subtenants or assignees or their respective employees, agents or contractors, which matters Tenant shall promptly repair at Tenant's sole cost and expense. Tenant shall be responsible for repair, maintenance, and replacement of the Building Systems (as defined below) subject to the Tenant Building Systems Threshold (as defined below). Tenant shall also be responsible, at its sole cost and expense, for maintenance and repair (but not replacement) of the parking lot, and fire alarm and sprinkler systems (including equipment and service contracts). Tenant shall, at its own expense, enter into service contracts covering the HVAC systems with reputable service companies. Should Tenant fail to uphold its responsibilities pursuant to this Section, Landlord shall have the option to perform such work upon five (5) days' written notice to Tenant, and the reasonable costs of such work shall be paid by Tenant as additional rent within ten (10) days of Landlord demanding the same. Notwithstanding anything to the contrary herein, in no event shall Tenant's obligation to repair and replace the Building Systems (as defined below) exceed \$20,000.00 per annum ("**Tenant Building Systems Threshold**"), and Landlord shall undertake to promptly perform and pay for all repairs or replacements of the Building Systems in excess of the Tenant Building Systems Threshold.

Landlord represents and warrants that to the best of its actual knowledge, all mechanical systems, electrical systems and wiring, plumbing, pipelines and/or other conduits, hot water heating systems, and the HVAC systems (and all of its component parts) (collectively, the "**Building Systems**") are in good, working order and repair, and that each of the foregoing shall be in good, working order and repair at the time the Leased Premises are delivered to Tenant.

2. **Landlord Repairs and Cleaning.** Landlord shall maintain, and make all necessary repairs and replacements to, the roof, exterior portions of the Building (including walls), as well as the foundation and structural frame of the Building (including columns, beams and other structural elements), at its sole cost and expense. Landlord shall also be responsible, at its sole cost and expense, for replacement of the Building Systems above the Tenant Building Systems Threshold. Landlord shall also be responsible, at its sole cost and expense, for replacement of the parking lot, and fire alarm and sprinkler systems. Tenant shall not be responsible for any amounts due as a result of Landlord's (or any of their respective agents, invitees, contractors, employees or other representatives) recklessness, negligence or willful misconduct. In addition, Landlord's replacement of any equipment (including but not limited to the Building Systems above the Tenant Building Systems Threshold), whether as a result of such equipment being at the end of its useful life or otherwise, shall be allocated pursuant to the terms above. Notwithstanding anything to the contrary herein, the parties acknowledge that if a fire sprinkler system is required (by statute, law, permit, or otherwise) to be installed at the Building or in the Leased Premises, such fire sprinkler system shall be installed at Landlord's sole cost and expense.

If Landlord fails or refuses to perform any required maintenance or to make any required repairs or replacements within a maximum period of ten (10) days after receipt of written notice from Tenant (or, in the case of an emergency, within such time as is reasonable given the circumstances), then Tenant may, but shall not be obligated to perform any such maintenance or make any such repairs and replacements for Landlord's account and shall have a right to receive reimbursement from Landlord within thirty (30) days after delivery of an invoice therefor.

K. ASSIGNMENT AND SUB-LEASE: Neither this Lease nor any other rights, interests or obligations under this Lease shall be assigned by the Tenant without the prior written consent of the Landlord (which shall not be unreasonably withheld, conditioned or delayed); provided, however, that Tenant may, without obtaining the prior written consent of Landlord, assign or otherwise transfer this Lease and the other rights, interests and obligations under this Lease to one or more persons or entities that (i) consummate a merger with Tenant, (ii) purchase all or substantially all of Tenant's assets, (iii) enters into any type of a share or membership exchange, share or membership purchase, or other similar transaction with Tenant or Tenant's shareholders or members, irrespective of whether such exchange, purchase or similar transaction results in a change in control, directly or indirectly, of Tenant, (iv) could be deemed to be a successor to Tenant, or (v) is an affiliate of Tenant (including, but not limited to, Tenant's related professional or services entities). Landlord hereby acknowledges and understands that Tenant is the administrative and managerial services company for the

Permitted Subtenant and expressly consents to the use, pursuant to a sublease agreement or otherwise, of the Leased Premises by the Permitted Subtenant for the Intended Use. Landlord also hereby acknowledges and understands that Tenant may enter into additional sublease or license agreements in furtherance of its Intended Use of the Leased Premises. Landlord further agrees that such uses shall not be deemed a violation of any provision hereof including, without limitation, any prohibition on assignment of this Lease or subleasing or licensing of the Leased Premises. Notwithstanding anything to the contrary contained herein, Tenant shall not be released from liability to perform any obligations under this Lease pursuant to any assignment, sublet, or other transfer. Landlord shall have the right to assign this Lease to the purchaser of said Leased Premises without obtaining Tenant's prior written consent therefor.

L. INTENTIONALLY OMITTED

M. DESTRUCTION OF LEASED PREMISES: In the event of total or partial destruction of the Leased Premises by fire or other casualty insured under the property insurance required hereunder, Landlord agrees, to the extent insurance proceeds are sufficient, to promptly restore and repair the Leased Premises at Landlord's expense within one hundred eighty (180) days. In the event that Landlord fails to complete restoration or repair within such time period or the Leased Premises are so destroyed, in either Landlord or Tenant's reasonable discretion, that they cannot be repaired or rebuilt within one hundred eighty (180) days after the date of the damage or destruction, then either Landlord or Tenant may, upon thirty (30) days written notice to the other party, terminate this Lease. Any insurance proceeds received by Landlord and not utilized by Landlord in restoring or repairing the Leased Premises shall be and remain the sole property of Landlord (specifically excluded are any proceeds received by Tenant related to Tenant's losses including, without limitation, its property, fixtures and equipment). Rent shall abate during the time that the Leased Premises or any part are unusable by reason of any damage, in proportion to the percentage of the Leased Premises which are rendered unusable by the casualty and provided Tenant actually does not use such damaged portion of the Leased Premises.

N. EMINENT DOMAIN: If all or any part of the Leased Premises shall be acquired by the exercise of eminent domain or deed in lieu thereof in any manner that the Leased Premises shall become unusable for the conduct of Tenant's business, this Lease may be terminated by Tenant by written notice to Landlord within fifteen (15) days after possession of the Leased Premises or the applicable part is taken. Tenant shall have no claim against Landlord or any other person or governmental authority on account of any such taking for the value of the unexpired Term. All damages awarded for taking of the Leased Premises shall belong solely to Landlord, except that Tenant may recover its moving expenses, business interruption losses and any other compensation to which it is entitled under applicable law.

O. DEFAULT AND REMEDY: Each of the following shall be deemed and constitute a default by Tenant:

1. Each of the following shall be deemed and constitute a default by Tenant:
 - i. Failure to pay rent or other amounts due under this Lease within five (5) days after the same is due;

- ii. Failure of any representation or warranty made by Tenant or EyeCare Services Partners Holdings LLC, a Delaware limited liability company ("Guarantor") to be true as of the date hereof, or any covenant made by Tenant or Guarantor covenant to remain true throughout the Term of the Lease;
 - iii. Failure by Tenant to cure, immediately after receipt of notice from Landlord, any hazardous condition which Tenant has created in violation of Law or of this Lease;
 - iv. Failure to perform any other act to be performed by Tenant or to comply with any condition or covenant and such failure continues for thirty (30) days after written notice to Tenant; provided, however, if such default is not reasonably susceptible of cure within such thirty (30) day period, then, so long as Tenant shall commence and diligently prosecute such cure to completion, Tenant shall have such additional time as shall be reasonably necessary to effectuate such cure;
 - v. Tenant or the Guarantor under the Guaranty (as hereinafter defined) becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature, or applies for or consents to the appointment of a trustee or receiver for Tenant or for the major part of its property;
 - vi. The appointment of a receiver to take possession of all or substantially all of the assets of Tenant or Guarantor, unless removed within sixty (60) days;
 - vii. An assignment of all or substantially all of Tenant's assets or all of Guarantor's assets for the benefit of creditors;
 - viii. Any action commenced by or against Tenant or Guarantor under any insolvency, bankruptcy, moratorium or reorganization law, unless dismissed or stayed within sixty (60) days; or
 - ix. The levy upon, under writ of execution or the attachment by legal process of, the leasehold interest of Tenant, or the filing or creation of a lien with respect to such leasehold interest, which lien shall not be released or discharged within ten (10) days from the date of such filing.
2. In the event of any such default, Landlord shall have available the following remedies, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Landlord of any other right or remedy allowed it by law to:
- i. Re-enter the Leased Premises by any lawful means, take possession of all or part, and remove all property and persons. No re-entry shall be deemed a termination of this Lease, an acceptance of the surrender of this Lease or a satisfaction of Tenant's obligations to pay rent or any other obligations of Tenant. Tenant's obligation to pay rent and all other sums shall survive any such re-entry or repossession of the Leased Premises by default or otherwise. Without obligation to do so and without constituting a termination, acceptance or surrender, Landlord may relet the Leased Premises, in whole or in part, for such term and for such sum as Landlord deems appropriate in its sole discretion. Landlord shall be entitled to recover from Tenant all costs of enforcement of this Lease and expenses of repossession and reletting of the Leased Premises, including but not limited to costs, attorney fees, expenses of removal and

storage of Tenant's property, care, maintenance and repair of the Leased Premises (other than for normal wear and tear) while vacant, repair or restoration of the Leased Premises to the condition required upon expiration of this Lease and lease commissions payable in connection with any such reletting. All amounts payable hereunder by Tenant or recoverable by Landlord hereunder shall bear interest from the date thirty (30) days after due, or the date advanced or incurred by Landlord, as the case may be, at a rate equal to 1.000% per month ("**Default Rate**"). To the extent Landlord is able to relet the Leased Premises, Tenant's obligations to pay rent hereunder shall be reduced accordingly. Notwithstanding anything to the contrary in this Lease, Landlord shall be obligated to attempt to mitigate damages following a default by Tenant under this Lease, including but not limited to, attempting to relet the Leased Premises;

- ii. Landlord may terminate this Lease by giving to Tenant notice of Landlord's election to do so, in which event the Term of this Lease shall end, and all right, title and interest of Tenant hereunder shall expire, on the date stated in such notice;
 - iii. Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from Tenant under any of the provisions of this Lease; or
 - iv. Landlord may, but shall not be obligated to, cure, at any time and without notice, any default by Tenant under this Lease; and whenever Landlord so elects all costs and expenses thereby incurred by Landlord including, without limitation, court costs and attorneys' fees, together with interest thereon from the date incurred to the date paid at the Default Rate shall be paid by Tenant to Landlord on demand.
3. If Landlord exercises either of the remedies provided in Sections O(2)(i) or O(2)(ii), Tenant shall surrender possession and vacate the Leased Premises and immediately deliver possession thereof to Landlord, and Landlord may re-enter and take complete and peaceful possession of the Leased Premises, with or without process of law, full and complete license to do so being hereby granted to Landlord, and Landlord may remove all occupants and property therefrom, using such force as may be necessary, without being deemed guilty in any manner of trespass, eviction or forcible entry and detainer and without relinquishing Landlord's right to rent or any other right given to Landlord hereunder or by operation of law. Tenant hereby affirmatively waives any and all notice requirements or other processes of law required pursuant to the applicable forcible entry laws.
4. If Landlord terminates the right of Tenant to possession of the Leased Premises without terminating this Lease, Landlord shall have the right to immediate recovery of all amounts then due hereunder. Such termination of possession shall not release Tenant, in whole or in part, from Tenant's obligation to pay the rent hereunder for the full Term,

and Landlord shall have the right, from time to time, to recover from Tenant, and Tenant shall remain liable for, all rent and any other sums accruing as they become due under this Lease during the period from the date of such notice of termination of possession to the stated end of the Term. In any such case, Landlord may relet the Leased Premises or any part thereof for the account of Tenant for such rent, for such time (which may be for a term extending beyond the Term of this Lease) and upon such terms as Landlord shall determine and may collect the rents from such reletting. Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant relative to such reletting. In any such case, Landlord also may make repairs and alterations in or to the Leased Premises and redecorate the same to the extent deemed by Landlord necessary or desirable and in connection therewith change the locks to the Leased Premises, and Tenant upon demand shall pay the reasonable cost of all of the foregoing together with Landlord's expenses of reletting. The rents from any such reletting shall be applied first to the payment of the expenses of reentry, redecoration, repair and alterations and the expenses of reletting and second to the payment of rent herein provided to be paid by Tenant. Any excess or residue shall operate only as an offsetting credit against the amount of rent due and owing as the same thereafter becomes due and payable hereunder, and the use of such offsetting credit to reduce the amount of rent due Landlord, if any, shall not be deemed to give Tenant any right, title or interest in or to such excess or residue and any such excess or residue shall belong to Landlord solely, and in no event shall Tenant be entitled to a credit on its indebtedness to Landlord in excess of the aggregate sum (including rent) which would have been paid by Tenant for the period for which the credit to Tenant is being determined, had no default occurred. No such reentry or repossession, repairs, alterations and additions, or reletting shall be construed as an eviction or ouster of Tenant or as an election on Landlord's part to terminate this Lease, unless a written notice of such intention is given to Tenant, or shall operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, and Landlord, at any time and from time to time, may sue and recover judgment for any deficiencies remaining after the application of the proceeds of any such reletting.

5. If this Lease is terminated by Landlord pursuant to this Section of the Lease, Landlord shall be entitled to recover from Tenant all rent accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by Tenant, or for which Tenant is liable or for which Tenant has agreed to indemnify Landlord under any of the provisions of this Lease, which may be then owing and unpaid, and all costs and expenses, including court costs and attorneys' fees incurred by Landlord in the enforcement of its rights and remedies hereunder, and, in addition, Landlord shall be entitled to recover as damages for loss of the bargain and not as a penalty (a) the unamortized portion of Landlord's contribution to the cost of tenant improvements and alterations, if any, installed by either Landlord or Tenant pursuant to this Lease or any workletter, (b) the aggregate sum which at the time of such termination represents the excess, if any, of the present value of the aggregate rents which would have been payable after the termination date had this Lease not been terminated, including, without limitation, rent at the annual rate or respective annual rates for the remainder of the Term and the amount projected by Landlord to represent additional rent for the remainder of the Term of this Lease, over the then present value

of the then aggregate fair rental value of the Leased Premises for the balance of the Term, such present worth to be computed in each case on the basis of an five percent (5%) per annum discount from the respective dates upon which such rentals would have been payable hereunder had this Lease not been terminated, and (c) any damages in addition thereto, including reasonable attorneys' fees and court costs, which Landlord has sustained as a result of the breach of any of the covenants of this Lease other than for the payment of rent.

6. Tenant shall pay all of Landlord's costs, charges and expenses, including court costs and reasonable attorneys' fees, incurred in enforcing Tenant's obligations under this Lease, incurred by Landlord in any action brought by Tenant in which Landlord is the prevailing party, or incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned. Landlord shall pay all of Tenant's costs, charges and expenses, including court costs and reasonable attorneys' fees, incurred in enforcing Landlord's obligations under this Lease, incurred by Tenant in any action brought by Landlord in which Tenant is the prevailing party, or incurred by Tenant in any litigation, negotiation or transaction in which Landlord causes Tenant, without Tenant's fault, to become involved or concerned.
7. If Tenant is adjudged bankrupt, or a trustee in bankruptcy is appointed for Tenant, Landlord and Tenant, to the extent permitted by law, agree to request that the trustee in bankruptcy determine within sixty (60) days thereafter whether to assume or to reject this Lease

P. ALTERATIONS: Other than with respect to minor additions, installations or alterations to the Leased Premises for which Tenant has provided notice to Landlord, Tenant shall not make or permit any installations or alterations of or upon any part of the Leased Premises or any additions to the Leased Premises without first obtaining the written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed; provided however that Tenant shall be permitted, without Landlord's consent, to make any and all additions, installations or alterations to the Leased Premises that are not structural and do not cost, individually or in the aggregate, more than \$75,000 per occurrence. Alterations and additions to the Leased Premises shall be made in accordance with all applicable laws. If Landlord shall incur any additional expenses on account of such alterations, including but not limited to increased taxes or insurance premiums, Tenant shall reimburse Landlord for the full amount of such additional costs. Tenant shall, prior to the expiration of the Term, remove all of Tenant's trade fixtures, equipment, alterations, installations, and any of the additions that Landlord requests in its sole discretion. Any damage to the Leased Premises resulting from such removal shall be promptly repaired by Tenant. Tenant shall indemnify and hold Landlord harmless from all claims, costs, losses, expenses, and attorney fees in connection with any construction or installation undertaken by Tenant or at the direction of Tenant. Landlord shall indemnify, defend and hold harmless Tenant from all claims, costs, losses, expenses, and attorney fees in connection with any construction or installation undertaken by Landlord or at the direction of Landlord.

Notwithstanding anything to the contrary herein, in the event that Tenant, as a result of its Intended Use of the Leased Premises, is required to make any additions, installations or alterations to Leased Premises in order to comply with applicable regulatory or ambulatory surgical center requirements, including but not limited to fire wall protection requirements, Tenant shall, make such additions, pursuant to a plan approved by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed, and such installations or alterations at Tenant's sole cost and expense regardless of the cost and expense thereof.

Q. MECHANICS LIENS: Landlord's title is paramount and always shall be paramount to the title of Tenant and nothing contained in this Lease shall empower Tenant to do any act which can, shall or may encumber the title of Landlord. Tenant covenants and agrees not to suffer or to permit any lien of mechanics or materialmen to be placed upon or against the Leased Premises, or against Tenant's leasehold interest in the Leased Premises and, in case of any such lien attaching, to pay and remove the same immediately. No person shall be entitled to any lien upon the Leased Premises other real estate or improvements on or in which the Leased Premises are located, in whole or in part, or any interest or estate in any such property, by reason of any work, labor, services, material or equipment claimed to have been performed, furnished or leased to or for Tenant, or otherwise on account of any act or failure to act on the part of Tenant. Tenant shall neither cause nor permit the filing of any such lien. If any such lien claim or notice shall be filed, Tenant shall cause the same to be released or bonded over within sixty (60) days; and if not so released or bonded, Landlord, at its option may pay up to the full amount of such lien claim to cause its release, and such amount, together with interest thereon from the date of payment at the Default Rate, shall be deemed additional rent due and payable by Tenant immediately. Nothing in this Lease shall be deemed or construed to constitute consent to or request to any part; for the performance of any labor or services or the furnishing or leasing of any materials or equipment for the improvement, alteration or repairing of the Leased Premises; nor as giving Tenant the right or authority to contract for, authorize or permit the performance of any labor services or the furnishing or leasing of any material or equipment that would permit the attaching of a valid mechanic's lien to the Leased Premises and any and all liens and encumbrances created by Tenant shall attach only to Tenant's interest in the Leased Premises and shall be removed immediately by Tenant.

R. INSPECTION AND SHOWING OF LEASED PREMISES: Landlord or its agent shall be permitted to enter to inspect or examine the Leased Premises at any reasonable time upon providing no less than 24 hours' prior written notice and Landlord shall have the right in the event of an emergency to make any repairs to the Leased Premises which Landlord may deem desirable and necessary for its preservation; provided, however, that any repairs made by Landlord shall be at Tenant's expense, except as provided herein. Landlord may, during the last one hundred twenty (120) days of the Term, at reasonable times and during usual business hours, upon providing no less than 24 hours' prior written notice, enter to show the Leased Premises to others and, except in the case of renewal, may at any time within ninety (90) days next preceding the expiration of the Term affix to any suitable part of the Leased Premises a notice for letting the Leased Premises. The 24 hour notice requirements above shall not apply in the event of an emergency, in which case Landlord may enter upon shorter or no notice, in Landlord's reasonable discretion, to address said emergency.

S. SURRENDER AND HOLDING OVER: Upon the expiration or other termination of this Lease, Tenant shall surrender to Landlord the Leased Premises, together with all other property affixed to the Leased Premises (with the exception of Tenant's removable personal property, including trade fixtures), broom clean, and in the condition at the commencement of the Term, except for obligations of Landlord provided for elsewhere in this Lease, ordinary wear and tear, and casualty. Any damage caused to the Leased Premises by removal of any property shall be promptly repaired by Tenant. Tenant shall remove all of its property as directed by Landlord and, failing to do so, shall pay all costs incurred by Landlord to remove all such property and all other damages, costs and expenses of Landlord on account of such failure. Tenant's obligation to observe or perform these covenants shall survive the expiration or other termination of this Lease. If Tenant shall retain possession of the Leased Premises with the written consent of Landlord after the expiration of this Lease, and rent is accepted from Tenant, the occupancy and payment shall be construed as an extension of this Lease for a period from month to month only from the date of the expiration for a monthly payment equal to the then current rent, or such other amount as set forth in such written consent. If Tenant retains possession of the Leased Premises after the expiration of this Lease without the written consent of Landlord, Tenant shall pay to Landlord one hundred and twenty-five percent (150%) the amount of monthly rent specified in this Lease' for the time Tenant retains possession of the Leased Premises or any part after termination of this Lease.

T. NON-WAIVER AND REMEDIES CUMULATIVE: No waiver of any covenant or condition or the breach or default of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach or default, or justify or authorize a non-observance on any other occasion of such or any other covenant or condition. No failure by either party to exercise any right or remedy at any time available to such party under this Lease shall constitute a waiver of such right or remedy as to the same or any other breach or default by the other party. The acceptance of rent by Landlord at any time when Tenant is in breach or default of any covenant or condition shall not be construed as a waiver of any default (except to the extent such default involves rent being unpaid and full payment of all outstanding rent is made within such applicable cure period). Each party's rights and remedies under this Lease are cumulative and neither the inclusion nor the exercise by such party of any such right or remedy shall preclude or limit the exercise of any other right or legal or equitable remedy available under this Lease or under applicable law.

U. ENVIRONMENTAL DEFINITIONS AND COVENANTS:

1. **Definitions:** For the purpose of this Lease, "**Hazardous Material**" shall mean and include any substance, chemical, waste or material that is or becomes regulated by any federal, state or local governmental authority, including, without limitation, any "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" as such terms are defined in the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act, and in any other law, ordinance, rule, regulation, or order promulgated by the federal or state government, or any other governmental entity having jurisdiction over the Leased Premises or the Building (collectively, "**Environmental Laws**").

Covenants and Indemnity: Tenant shall not use the Leased Premises for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, and Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, stored, treated, released, disposed of or used in or about the Leased Premises by Tenant, its agents, officers, employees, contractors, licensees or invitees except in compliance with all Laws. If Tenant shall breach any obligations under this Lease regarding Hazardous Materials, or if Tenant or any of its agents, officers, employees, contractors, licensees or invitees shall cause any release, discharge or disposal of any Hazardous Material in, on or from the Leased Premises or the Building (whether or not Landlord has given its consent to the presence of such Hazardous Material):

2. Tenant shall promptly take all actions, at its sole expense, as are necessary and required by Environmental Law to cure, clean up or otherwise remediate the violation, provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld, conditioned, or delayed, and shall not be required if such actions are required or approved by governmental authorities having jurisdiction.
3. Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses, including reasonable attorneys' fees arising from or relating to such breach, release, discharge or disposal on the Leased Premises during the Term, including, without limitation, Landlord's costs to take action required by Environmental Law to cure, clean up or otherwise remediate the violation, release, discharge or disposal, and all court costs and reasonable attorney fees, site assessment and investigation costs, consultant fees and expert fees incurred by Landlord in connection with any such cure, cleanup or remediation or any actual or threatened civil suit, enforcement action or other legal proceedings resulting from such violation, release, discharge or disposal.

The provisions of this Section shall survive expiration or termination of this Lease.

- V. INDEMNIFICATION:** The parties hereto agree to save each other harmless and indemnify the other and their respective directors, officers and employees from any and all liability for injury, loss, accident, or damage to any person or property, and from any claims, actions, proceedings, and cost in connection therewith, including without limitation reasonable counsel fees, arising from or relating to (i) such party's failure to perform such party's obligations hereunder, or (ii) the wrongful act, willful misconduct or negligence of such party (whether by omission or commission) (or anyone for whose action such party is responsible at law).

The provisions of this Section shall survive expiration or termination of this Lease.

- W. SUBORDINATION OF SUPERIORITY.** The rights and interests of Tenant under this Lease shall be subject and subordinate to any ground lease, mortgage, trust deed or other paramount encumbrance that may now or hereafter be placed upon the Land or any part thereof and to any and all advances to be made thereunder and to interest thereon and all extensions, replacements and extensions thereof, provided that the ground lessor, mortgagee, trustee or secured party named in such ground lease, mortgage, trust deed or other encumbrance shall elect to subject

and subordinate the rights and interest of Tenant under this Lease to such ground lease or the lien of such mortgage, trust deed or other encumbrance; and provided further that such ground lessor, mortgagee, trustee or secured party named in such ground lease, mortgage, trust deed or other encumbrance shall have agreed in writing, in form and substance reasonably satisfactory to Tenant, that, so long as Tenant is not in default under this Lease beyond applicable notice and cure periods, Tenant's rights under this Lease shall not be terminated, extinguished or disturbed in connection with or by reason of any foreclosure or other exercise of rights and remedies under such ground lease, mortgage, trust deed or encumbrance. Any such ground lessor, mortgagee, trustee under a trust deed or secured party under any encumbrance may elect to give the rights and interests of Tenant under this Lease priority over such ground lease or the lien of such mortgage, trust deed or other encumbrance. In the event of either such election and upon notification by such ground lessor, mortgagee, trustee or secured party to Tenant to that effect, the rights and interest of Tenant under this Lease shall be deemed to be subordinate to or to have priority over, as the case may be, such ground lease or the lien of said mortgage, trust deed or other encumbrance, whether this Lease is dated prior or subsequent to the date of said ground lease, mortgage, trust deed or other encumbrance (subject to the non-disturbance rights set forth above). Tenant shall execute and deliver whatever instruments may be required for such purpose, including an agreement to attorn to any such ground lessor, mortgagee, trustee or other encumbrances within thirty (30) days after such request. Within thirty (30) days of the Commencement Date, Landlord shall deliver to Tenant a subordination, non-disturbance, and attornment agreement, executed by Royal Savings Bank Chicago and Landlord, in the form and substance reasonably acceptable to the bank and Tenant.

- X. MORTGAGEE PROTECTION.** Provided that Tenant has been notified in writing of the name and address of any holder of any mortgage encumbering the Leased Premises, Tenant agrees to give such holder, by registered or certified mail, a copy of any notice or claim of default served upon Landlord by Tenant. Tenant further agrees that if Landlord has failed to cure such default within thirty (30) days after such notice to Landlord (or if such default cannot be cured or corrected within that time, then such additional time as may be necessary if Landlord has commenced cure or correction within such thirty (30) days and is pursuing diligently the remedies or steps necessary to cure or correct such default; however, in the case of emergency, such lesser reasonable time (i.e. less than 30 days) as are required to cure the default given the circumstances), then the holder any mortgage shall have an additional thirty (30) days within which to cure or correct such default (or if such default cannot be cured or corrected within that time, then such additional time as may be necessary if such holder of mortgage has commenced cure or correction within such thirty (30) days and is pursuing diligently the remedies or steps necessary to cure or correct such default, including the time necessary to obtain possession if possession is necessary to cure or correct such default).
- Y. GUARANTY.** Landlord's obligations and Tenant's rights hereunder are expressly conditioned upon the delivery of the executed Guaranty in the form attached hereto as Exhibit A (hereinafter, the "Guaranty"), to insure the prompt, full and faithful performance by Tenant of each and every provision of this Lease and of all obligations of Tenant hereunder. Tenant acknowledges that Landlord has the right to transfer or mortgage its interest in the Leased Premises and in this Lease and Tenant agrees that if such a transfer or mortgage occurs,

Landlord shall have the right to transfer or assign Landlord's rights under the Guaranty to the transferee or mortgagee. Upon such transfer or assignment, Landlord shall thereby be released by Tenant from all liability or obligation under the Guaranty. All provisions under this Section Y shall survive the expiration of the Term or earlier termination of this Lease.

Z. AUTHORITY. Tenant represents and warrants that (a) this Lease has been duly authorized, executed and delivered by and on behalf of Tenant and constitutes the valid and binding agreement of Tenant in accordance with the terms hereof and (b) if Landlord so requests, Tenant shall deliver to Landlord or its agent, concurrently with the delivery of this Lease executed by Tenant, certified resolutions or consents of the members and managers (if any) of Tenant authorizing Tenant's execution and delivery of this Lease and the performance of Tenant's obligations hereunder.

AA. BROKER. Tenant and Landlord represent to each other that neither has dealt with any broker in connection with this Lease other than Mike Wilson of Avison Young (the "**Broker**"). Other than from Broker, Tenant and Landlord agrees to indemnify and hold the other harmless from all damages, liabilities, claims, losses, costs and expenses, including reasonable attorneys' fees, arising from any claims or demands of any broker or brokers or finders claiming by through or under either party for any commission alleged to be due such broker or brokers or finders in connection with the Leased Premises and this Lease.

BB. EXCULPATORY PROVISION It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of Landlord while in form purporting to be the representations, warranties, covenants, undertakings and agreements of Landlord are nevertheless each and every one of them made and intended, not as personal representations, warranties, covenants, undertakings and agreements by Landlord nor for the purpose or with the intention of binding Landlord personally, but are made and intended for the purpose only of subjecting Landlord's interest in the Leased Premises to the terms of this Lease and for no other purpose whatsoever, and in case of default hereunder by Landlord (or default through, under or by any of its agents or representatives), Tenant shall look solely to the interests of Landlord in the Leased Premises.

CC. MISCELLANEOUS:

1. Quiet Enjoyment. So long as Tenant shall not be in default beyond applicable notice and cure periods, Tenant shall, at all times during the Term, have the peaceable and quiet enjoyment of possession of the Leased Premises without any manner of hindrance from Landlord or any persons lawfully claiming under the Landlord, except as provided for herein.
2. Successors and Assigns. This Lease is binding upon and for the benefit of the parties' respective heirs, administrators, executors, legal representatives, successors, and assigns.

3. Governing Law. This Lease shall be construed in accordance with the laws of the state where the Leased Premises are located.
4. Prevailing Party Costs. Any party who is the prevailing party against any other party in any legal or equitable proceeding relating to this Lease shall be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.
5. Entire Agreement. This Lease constitutes the entire agreement of the parties and cannot be changed except by their written consent.
6. Estoppel Certificate. Within ten (10) days following either party's request therefor, Landlord or Tenant (provided Tenant may only request once per calendar year), as applicable, will execute an estoppel certificate addressed to a purchaser, mortgagee or such other parties as the requesting party may designate certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease as modified is in full force and effect and identifying the modifications); (b) the date upon which Tenant began paying rent and the dates to which rent and other charges have been paid; (c) that the requesting party is not in default under any provision of this Lease, or, if in default, the nature thereof in detail; (d) that the Leased Premises have been completed in accordance with the terms hereof and Tenant is in occupancy and paying rent on a current basis with no rental offsets or claims, or identifying such offsets or claims; (e) that there has been no prepayment of rent other than that provided for in this Lease; (f) that there are no actions, whether voluntary or involuntary, pending against the certifying party under the bankruptcy laws of the United States or any State thereof; and (g) such other matters as may be reasonably required by the requesting party, the holder of any mortgage or ground lessor.
7. Notice. Any notice required or permitted to be delivered shall be deemed received when personally delivered or when confirmed as received by express courier or United States mail (postage prepaid, certified and return receipt requested) at the address set forth below the signature of each party (and if to Landlord, to either address set forth below the signature page of one of the Landlord parties, if different). The addresses may be changed from time to time by either party by serving written notice.
8. Counterparts. The parties agree that this Lease may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed and/or delivered, if requested. This Lease may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
9. Authorized Signatory. Each person executing this Lease on behalf of a party represents and warrants that he or she has been authorized by all necessary action to execute and deliver this Lease on behalf of such party.

10. Trial by Jury Waiver. Tenant hereby waives its rights to a trial by jury in any action or other legal proceeding instituted with under or with relation to this Lease.
11. Severability. The invalidity of any provision of this Lease shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Lease.
12. Signage. No sign, advertisement or notice shall be inscribed, painted, affixed or displayed on the windows or exterior walls of the Leased Premises, without the prior written approval of the Landlord, which may not be unreasonably withheld, conditioned or delayed. In addition, Tenant shall not install any graphics of any nature that would be visible from the exterior of the Leased Premises or canopies or awnings attached to the Building without the prior written consent of Landlord, which may not be unreasonably withheld, conditioned or delayed. Any and all permitted signs and advertising shall conform to all applicable laws, rules and regulations and be installed and maintained by Tenant, at Tenant's sole expense and shall be conditioned upon receiving the required approvals from all governmental and quasi-governmental authorities. Landlord makes no representation (by consent or otherwise) as to the ability of Tenant to install any signage in conformance with applicable laws, rules, regulations, and/or ordinances. Tenant will pay for all costs associated with any permitted signs, including, without limitation, design, construction, installation and permitting, as well as ongoing maintenance costs, removal costs, and code violation costs. On or before the end of the Term, at Landlord's sole option, Tenant shall, at its expense, remove all signs and repair the portion of the exterior of the Leased Premises and/or the Building affected thereby to the condition such portion was in at the time such signs were installed. Landlord shall reasonably assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing sign, provided such assistance and/or cooperation as it no cost or expense to Landlord.
13. Secured Locks and Keys/Key Cards. Landlord shall ensure the Leased Premises has functioning, working locks at all times during the terms hereof. Landlord shall provide Tenant with no less than seven (7) copies of all keys, key cards or other mechanisms required to access the Leased Premises and, to the extent the Leased Premises are only accessible through the Building, the Building. Tenant shall be permitted to make additional copies of keys as needed to ensure Tenant's employees can access the Leased Premises and Landlord shall provide written verification upon request to enable Tenant. To the extent the Leased Premises and/or Building is secured by electronic means, Landlord shall provide such additional copies as are reasonably requested by Tenant.
14. Effectiveness. The effectiveness of this Lease and all of the obligations, terms and conditions contained herein is expressly conditioned on the closing of the transactions involving (a) the sale of substantially all of the assets of Midwest Eye Center, S.C. ("Seller") to Tenant, its affiliates and Permitted Subtenant, pursuant to the provisions of that certain Asset Purchase Agreement among the Tenant, Seller, Permitted Subtenant and Afzal Ahmad, M.D., F.A.C.S. ("Owner"), and (b) the concurrent sale of the equity interests of Seller to EyeCare Services Partners Holdings LLC ("ESPH"),

pursuant to the provisions of that certain Equity Purchase Agreement among ESPH, Seller, Owner and, solely for the limited purposes identified therein, ESP Management Holdings II, LP. In the event that any of the foregoing agreements/transactions are not completed for any reason, this Lease shall be null and void and of no force or effect. Notwithstanding anything to the contrary herein, Landlord expressly acknowledges that Tenant may, but shall not be required to, enter into a sublease, license, or occupancy agreement with, or permit all or a portion of the Leased Premises to be used or occupied by, the Permitted Subtenant for the Intended Use.

15. Common Area Usage. Tenant and Tenant's employees, agents, representatives and invitees shall have unlimited use of any common areas of the Land and the Building including, without limitation, lobbies, walkways, and driveways.
16. Tenant's Required IT Infrastructure.
 - (a) Landlord shall undertake in good faith to reach agreement on and enter into a "right of entry" or other similar document/agreement with Tenant's selected communications and/or IT vendors.
 - (b) During the thirty (30) day period immediately following the Commencement Date or as soon as practicable thereafter, Landlord shall coordinate with and/or permit Tenant and Tenant's service provider(s) to install (at Tenant or Tenant's service provider's cost) fiber optic and other telecommunication equipment and infrastructure as Tenant deems necessary for the Intended use. Tenant shall not be required to remove such materials at the termination or expiration of this Lease but may, in Tenant's sole discretion.
 - (c) Notwithstanding the hours of operation of Tenant's business or any hourly restrictions set forth herein or in any building rules and regulations (now in existence or hereafter developed), Tenant shall be provided with access, twenty-four (24) hours a day, seven (7) days a week, to the Leased Premises and the phone/data room that services Leased Premises.
 - (d) Notwithstanding anything to the contrary set forth in this Lease or in any building rules and regulations (now in existence or hereafter developed), Tenant shall be permitted to contract with and retain the communications vendor of its choosing, without regard to Landlord's preferred provider of such services. Landlord shall permit Tenant's chosen vendors to enter and perform work on and in the Leased Premises or the Building, provided the same is completed in a workmanlike manner consistent with the manner in which Landlord's preferred vendor of the same or similar services provides the same.
17. Force Majeure. The parties will be excused from their respective obligations in the event and to the extent that their respective performance is delayed or prevented by fire, explosion, tornado, act of God, or riots or other civil disturbances. Provided

however, financial or monetary inability to perform (no matter the cause) shall expressly be excluded as applying to this Section.

18. Financials. In connection with a bona fide proposed sale of the Leased Premises, but no more often than annually, Tenant shall provide Landlord with its most recent audited financial statements within thirty (30) days of Landlord's request for the same.

[Signature Pages Follow]

TENANT:

EYECARE SERVICES PARTNERS MANAGEMENT LLC,
a Delaware limited liability company

By: *M. T. Fricke*

Name: Michael T. Fricke

Title: Chief Executive Officer

Notice Address:

Attn: Michael T. Fricke
Eyecare Services Partners Management LLC
2727 North Harwood Street, Suite 350
Dallas, Texas ~~752012~~ 75201

Phone: (844) 377-6468

[Signature Page to Commercial Lease]

LANDLORD:

Marquette Bank and Land Trust #17020,
dated October 20, 2004

By: Afzal Ahmad

Name: AFZAL AHMAD

Title: REAL TRUSTEE

Notice Address:

Attn: Dr. Ahmad
210 E. Pearson
Apt. 11D
Chicago, IL 60611

Phone: 708-261-9655

[Signature Page to Commercial Lease]

EXHIBIT A

See attached.

GUARANTY OF LEASE

THIS GUARANTY OF LEASE ("**Guaranty**") dated as of May 4, 2018 by EyeCare Services Partners Holdings LLC, a Delaware limited liability company ("**Guarantor**"), to and for the benefit of Marquette Bank and Land Trust # 17020 Dated October 20, 2004 ("**Landlord**").

RECITALS:

A. Landlord and EyeCare Services Partners Management LLC, a Delaware limited liability company ("**Tenant**"), entered into that certain Commercial Lease dated May 4, 2018 ("**Lease**") with respect to the premises located at 1700 East West Road, Calumet City, Illinois.

B. Tenant is an affiliate of Guarantor.

C. Landlord has required Guarantor to guaranty the obligations of Tenant under the Lease.

NOW, THEREFORE, in consideration of the foregoing, Guarantor does hereby unconditionally and absolutely guaranty (i) the due and punctual payment of all rental, taxes, assessments and other charges to be paid by Tenant as provided for in the Lease, (ii) the prompt payment when due and at all times thereafter of any and all existing and future liability of Tenant of any kind, nature or character, and (iii) the due and punctual performance and observance by Tenant of all of the other terms, covenants, agreements and conditions to be performed or observed by Tenant under the Lease, throughout the term of the Lease and all extensions thereof. The guaranty contained herein shall run for the benefit of Landlord and its beneficiaries, successors and assigns and this Guaranty may be enforced against Guarantor without first resorting to, or exhausting any other remedy which Landlord or its beneficiaries, successors and assigns may have against Tenant.

Guarantor agrees that any modification of the Lease or waiver of the performance thereunder, or the giving by Landlord of any extension of time for the performance of any of the obligations of Tenant or any other forbearance on the part of Landlord, or any failure by Landlord to enforce any of its rights under the Lease shall not in any way release Guarantor from liability hereunder or terminate, affect or diminish the validity of this Guaranty. Notice to Guarantor of any such modification, waiver, extension, forbearance or failure or of any default by Tenant under the terms of the Lease, is hereby waived.

Guarantor further agrees that in the event Tenant shall become insolvent or shall be adjudicated a bankrupt, or shall file a petition for reorganization, arrangement or similar relief under any present or future provisions of the Federal Bankruptcy Code, or if such a petition filed by creditors of Tenant shall be approved by a court, or if Tenant shall seek a judicial readjustment of the right of its creditors under any present or future federal or state law or if a receiver of all or a substantial part of its property and assets is appointed by any state or federal court, and in any such proceeding the Lease shall be terminated or rejected, or the obligations of Tenant thereunder shall be modified, Guarantor agrees that it will continue to pay rents as they become due and continue to perform all obligations of Tenant under the Lease. In the event any payment by Tenant to Landlord is held to constitute a preference under the bankruptcy laws, or if for any other reason under bankruptcy proceedings Landlord is required to refund such payment or pay the amount

thereof to any other party, such payment by Tenant to Landlord shall not constitute a release of Guarantor from any liability hereunder, but Guarantor agrees to pay such amount to Landlord upon demand. Guarantor's obligations to make payment in accordance with the terms of this Guaranty shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Tenant or its estate in bankruptcy resulting from the operation of any present or future provision of the Federal Bankruptcy Code or other statute, or from the decision of any court.

Guarantor agrees that: (a) in the event it is necessary for Landlord to place this Guaranty in the hands of any attorney for enforcement, Guarantor will reimburse Landlord for expenses incurred in the enforcement hereof and of the Lease, including reasonable attorney's fees; (b) this Guaranty shall inure to the benefit of and may be enforced by Landlord and any subsequent assignee of the Lease, and shall be binding upon and enforceable against Guarantor, its successors and assigns; (c) Landlord shall not be required to pursue or exhaust any other remedies before invoking the benefits of this Guaranty; provided, however, that any pursuit of any such remedies shall in no manner impair or diminish the rights of Landlord under this Guaranty; (d) this is a continuing Guaranty, and shall apply to and cover the Lease including any extensions, replacements and/or renewals thereof herebefore described; and (e) this Guaranty shall be binding upon and enforceable against Guarantor, notwithstanding the occurrence of any assignment of the Lease or sublease of the demised premises by Tenant; provided, however, in the event of an assignment or other transfer of the Lease and a release of Tenant from its obligations under the Lease, all in accordance with all of the terms of the Lease, the obligations of Guarantor under this Guaranty shall terminate if, and only if, a replacement guarantor of equal or greater net worth and liquidity agrees to take the place of Guarantor by executing a substantially similar Guaranty.

This Guaranty shall be governed by the laws of the state where the demised premises under the Lease is located, and shall be enforced in the federal and state courts located in such state. The Guarantor hereby waives any right it may have to transfer or change the venue of any litigation brought against the Guarantor and hereby irrevocably waives the right to trial by jury with respect to any litigation.

Guarantor hereby waives any and all legal requirements that Landlord or its successors or assigns, must institute any action or proceeding at law or in equity or exhaust their rights, remedies and/or recourse against Tenant or anyone else with respect to the Lease as a condition precedent to bringing an action against Guarantor, upon this Guaranty. Guarantor further waives any requirement that Landlord demand or seek payment or performance by Tenant or by any other party of the amounts owing or the covenants to be performed under the Lease as a condition precedent to bringing any action against Guarantor upon this Guaranty, it being agreed that a failure to pay or perform the obligations, terms, covenants and conditions herein guaranteed, or any breach of a representation or warranty herein guaranteed, shall, without further act, make Guarantor liable as herein set forth.

Except as expressly set forth in this Guaranty, Guarantor hereby waives diligence in collection, presentment for payment, demand, protest, notice of nonpayment, notice of protest and of dishonor, notice of extension of time for payment, notice of acceptance hereof, notice of future advances, notice of default, notice of acceleration, notice of intent to accelerate, notice of intent to proceed against any collateral and all other notices now or hereafter provided for by law.

Any notice, demand or request provided for herein shall be in writing and shall be deemed to have been duly given or made upon the next business day after timely and proper deposit, charges prepaid, with any nationally recognized overnight carrier with respect to next day service at the address set forth below, or three business days after timely and proper deposit with the U.S. Postal Service when mailed by certified mail, return receipt requested, at the following address:

If to Guarantor:

EyeCare Services Partners Management LLC
2727 North Harwood, Suite 250
Dallas, Texas 75202
Attention: Michael T. Fricke, CEO

If to Landlord:

Attention: Afzal Ahmad, M.D., F.A.C.S.
210 E. Pearson
Apt. 11D
Chicago, IL 60611

Guarantor and/or Landlord shall have the right to change their respective addresses to any other address in the United States of America by giving the other at least ten (10) days prior written notice in accordance with this provision.

This Guaranty shall inure to the benefit of Landlord and its successors and assigns, and shall bind Guarantor and Guarantor's successors and assigns. The obligations of Guarantor under this Guaranty shall be enforceable in all events against Guarantor and its successors and assigns.

Capitalized terms not defined herein shall have the meaning ascribed to them in the Lease.

Notwithstanding anything herein to the contrary, the effectiveness of this Guaranty is conditioned upon the closing of the transactions involving (a) the sale of substantially all of the assets of Midwest Eye Center, S.C. ("Seller") to Tenant, its affiliates and Permitted Subtenant, pursuant to the provisions of that certain Asset Purchase Agreement among the Tenant, Seller, Permitted Subtenant and Afzal Ahmad, M.D., F.A.C.S. ("Owner"), and (b) the concurrent sale of the equity interests of Seller to EyeCare Services Partners Holdings LLC ("ESPH"), pursuant to the provisions of that certain Equity Purchase Agreement among ESPH, Seller, Owner and, solely for the limited purposes identified therein, ESP Management Holdings II, LP. In the event that any of the foregoing agreements/transactions are not completed for any reason, this Guaranty shall be null and void and of no force or effect.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed as of the day and year first above written.

EyeCare Services Partners Holdings LLC,
a Delaware limited liability company

By: *M. T. Fricke*
Its: Chief Executive Officer
Name: Michael T. Fricke

[Signature Page to Guaranty of Lease]



HEALTHCAP

Via Certified Mail

December 13, 2018

EyeCare Services Partners Management LLC
1700 East-West Road.
Calumet, IL 60409

RE: Transfer of Ownership: 1700 East-West Road, Calumet, Illinois

Dear Tenant:

This notice is delivered to advise you that on December 11, 2018, the above-referenced property was sold to Calumet City MOB, LP. Enclosed, you will find the official notice as well as a W-9, should you need it for accounting/tax purposes. The notice also includes information on who to make rent checks payable to and where to send those payments.

Please provide an updated Certificate of Insurance to reflect the new owner's information as outlined below:

Certificate Holder:	Calumet City MOB, LP (Owner)
Additional Insureds:	HealthCap Partners, LLC (Property Managers) Calumet City MOB, LP (Owner)
Mail To:	Calumet City MOB, LP C/O HealthCap 4849 Greenville Ave., Suite 1480 Dallas, TX 75206

Your Property Management team is as follows:

Delilah Villegas
Property Manager
Office #: 214-953-1722 (After Hours #: 469-688-8378)
Email: dv@healthcap.com

Please update your files to include the above information. We thank you in advance for your cooperation and look forward to working with you.

Sincerely,

Delilah Villegas
Property Manager
as Agent for Calumet City MOB, LP



EYECARE SERVICES PARTNERS

June 18, 2020

Calumet City MOB, LP
 4849 Greenville Ave, Suite 1480
 Dallas, TX 75206

RE: Commercial Property: 1700 East West Road, Calumet City, IL

Dear Landlord

Thank you for working with us on amending the terms of the above-referenced lease (the "Lease") during the economic crisis occasioned by the global COVID-19 pandemic. The purpose of this letter is to memorialize our agreement with respect to the Lease. Capitalized terms used herein are as defined in the Lease. Except as otherwise expressly set forth herein, the Lease remains unmodified and in full force and effect and each of the provisions of the Lease, as amended, modified and supplemented by this letter agreement (this "Letter Agreement") are hereby ratified, confirmed and affirmed by Landlord and Tenant. Landlord and Tenant hereby agree as follows:

Rent Payments: Except as set forth below, all scheduled rent and other charges due and payable for the months of April and May 2020 in the amount of \$128,105.14 (the "Suspension Period") shall be deferred.

Repayment of Deferred Rent: Notwithstanding the foregoing, Tenant shall be obligated to repay the deferred Base Rent in nine equal monthly payments beginning July 1, 2020, each in the amount of \$14,233.90 per month (the "Deferred Repayments").

Landlord agrees and acknowledges that no default interest, late fees, surcharges or other fees related to the payment of rent for the Suspension Period shall be due and all such fees and charges are waived, provided that Tenant complies with its obligations to make the monthly Deferred Repayments in the manner set forth above. So long as Tenant complies with the Lease and this Letter Agreement, Landlord will not draw down upon or against (or if it has, shall restore or repay) any security deposit, letter of credit or other financial assurances (including, without limitation, any claims or demands on any co-obligor or guarantor) related to the Lease. Landlord acknowledges and agrees that any default that may have existed under the Lease arising out of our nonpayment of rent and/or additional rent due under the Lease and attributable to the Suspension Period shall not be enforced by Landlord provided that Tenant satisfies in full its obligations under this Letter Agreement, provided, however, nothing in this Letter Agreement shall be construed as a waiver or forbearance of Landlord's rights as to any other default under the Lease not relating to this Letter Agreement. In the event that Tenant shall fail to comply with its obligations to pay the Deferred Repayments as and when due under this Letter Agreement, Landlord shall have the right to terminate this Letter Agreement upon written notice to Tenant and assert all rights and remedies for default under the Lease as a result thereof.

Tenant understands that Landlord may be selling the building over the next 9-month period. Tenant acknowledges that all deferred rent due to Landlord hereunder shall be payable to Landlord and not any successor landlord should a sale be completed, unless otherwise directed by Landlord in writing to Tenant.

Please indicate your acknowledgement, agreement and acceptance of the foregoing terms by executing this letter where indicated below and returning the same to our real estate representative broker at Mohr Partners, **Crystal Jutte, by email at crystal.jutte@mohrpartners.com** or by mail at (14643 Dallas Parkway, Ste 1000 Dallas, TX 75254).

Respectfully,

George L. Neal
 CEO
 EyeCare Services Partners Management, LLC

**ACKNOWLEDGED, ACCEPTED and
 AGREED to this 18th day of June, 2020**

CALUMET CITY MOB, LP
 a Texas limited partnership

By: Calumet City MOB Managers, LLC,
 a Texas limited liability company
 its general partner

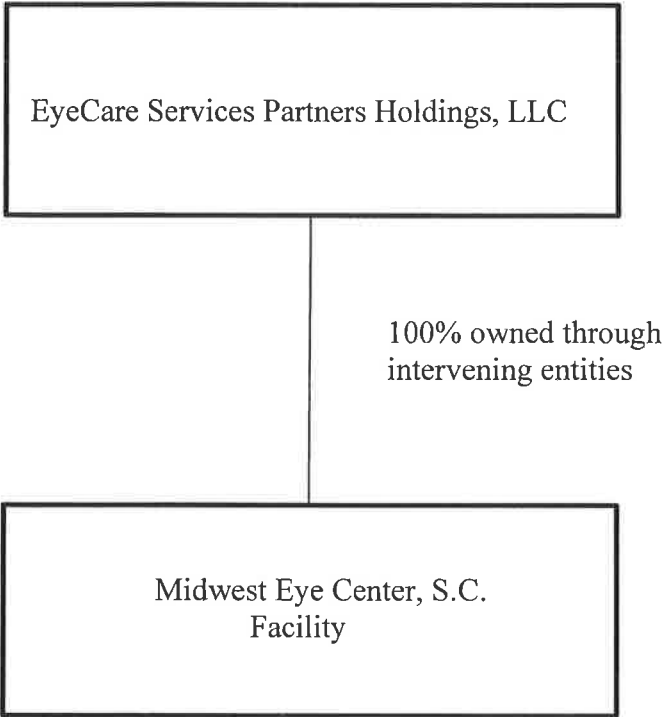
By:
 Name: Chapman S. Jackson
 Title: Manager

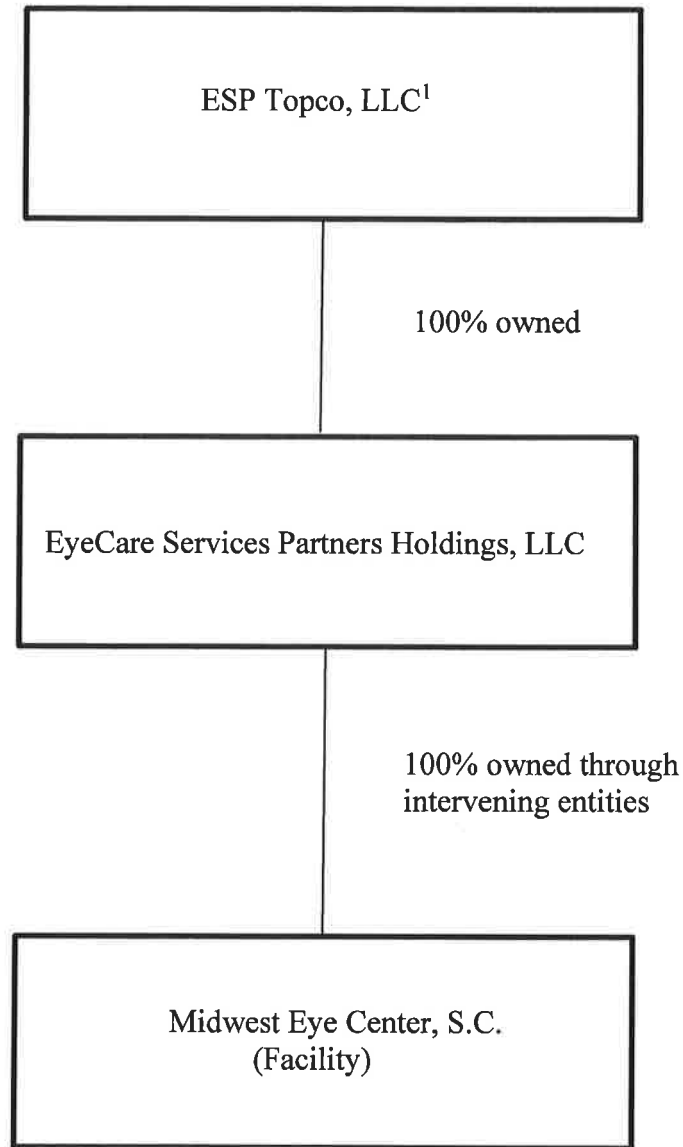
ATTACHMENT 3
OPERATING ENTITY/LICENSEE

The licensee of the applicant facility will remain the same after the transaction. Included with Attachment 1 is the licensee's Certificate of Good Standing. All direct owners of a 5% or more interest in the applicant facility are identified in the organizational chart included with Attachment 4.

ATTACHMENT 4
ORGANIZATIONAL RELATIONSHIPS

The applicant facility is owned by EyeCare Services Partners Holdings, LLC. As a result of the proposed transaction, EyeCare Services Partners Holdings, LLC will be owned by ESP Topco, LLC, as further described in Section 2 (Narrative Description). Current and proposed organizational charts are included with this Attachment.





¹ See attached capitalization table of economic ownership of ESP Topco.

Capitalization Table of Economic Ownership of ESP Topco, LLC

GC Finance Operations Trust	75.7%
OPAL Holdings Ltd.	2.6%
Golub Capital BDC Holdings LLC	11.9%
GCIC Holdings LLC	4.4%
Golub Capital 3 Holdings LLC	1.8%
The Gray Insurance Company	0.2%
Golub Capital PEARLS Direct Lending Program, L.P.	0.9%
Philadelphia Indemnity Insurance Company	0.3%
Reliance Standard Life Insurance Company	0.3%
Safety National Casualty Corporation	0.3%
TMD-DL Holdings, LLC	0.3%
U.S. Specialty Insurance Company	0.3%
RGA Operating Company	0.3%
RGA Reinsurance Company	0.5%

ATTACHMENT 5 BACKGROUND OF THE APPLICANTS

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

EyeCare Services Partners Holdings, LLC currently owns:

- ASC - Midwest Eye Center, S.C.
- ASC - DeKalb Surgical Services, LLC d/b/a Hauser Ross Ambulatory Surgery Center
- ASC - Eye Surgery Center of Hinsdale, LLC (currently in the process of being closed).

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.

Other than the facilities listed in paragraph 1 above, no health care facilities are currently owned or operated in Illinois by any of the applicants identified in the organizational charts included in Attachment 4 and their respective corporate officers or directors.

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.

EyeCare Services Partners Holdings, LLC ("ESP") hereby certify that other than the matter described below no adverse action has been taken against the applicant facility or any other Illinois facility owned, operated and/or controlled by ESP during the three years prior to the filing of this application for change of ownership.

ESP is the indirect owner of Eye Surgery Center of Hinsdale, LLC ("Hinsdale Surgery"), an Illinois licensed health care facility. Hinsdale Surgery discontinued its operations on or about October 1, 2020 without first obtaining a certificate of exemption as required by 10 ILCS 3960/14.1(b)(5). Hinsdale Surgery attended a hearing with the Illinois Health Facilities and Services Review Board ("CON Board") on January 31, 2023 and received approval to its discontinue operations. Hinsdale Surgery intends to submit a letter to the CON Board and the Illinois Department of Public Health ("IDPH") in the coming days stating its intention to discontinue operations and relinquish its license effective immediately.

Included with Attachment 6 is the applicants' certification of no other adverse action during the three years prior to the filing of the 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.

Included with Attachment 6 is the applicants' authorization permitting HFSRB and IDPH access to any documents necessary to verify the information submitted

- 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.**

The applicants are not relying on information submitted in prior applications.

**ATTACHMENT 6
Change of Ownership**

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

- a) Midwest Eye Center, S.C.
- b) Eyecare Services Partners Holdings, LLC
- c) ESP Topco, LLC

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.

The applicants' certification of adverse actions within three years preceding the filing of the application is included with this Attachment. In addition, each of the applicants, by their signatures to the Certification pages of this application, attest that they are fit, willing, able, and have the qualifications, background, and character to adequately provide a proper standard of health service for the community.

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

The applicant facility, Midwest Eye Center, S.C., is owned by EyeCare Services Partners Holdings LLC. On February 6, 2023, the owners of EyeCare Services Partners Holdings LLC entered into a restructuring support agreement with Golub Capital LLC and its affiliates, among other parties, whereby their outstanding debt obligations in EyeCare Services Partners Holdings LLC will be cancelled in exchange for the issuance of certain loans and the equity interests in ESP Topco, LLC. As a result of the restructuring, ESP Topco, LLC will become the parent entity of EyeCare Services Partners Holdings LLC and therefore an indirect owner of the applicant facility. The restructuring is anticipated to occur as soon as practicable once the required governmental approvals are obtained.

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

There will be no change in the licensed entity as a consequence of the proposed transaction. The licensee will remain Midwest Eye Center, S.C.

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.

Organizational charts showing the current interest structure of the applicant facility and the post-change ownership interest are included with Attachment 4.

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

Due to the nature of the transaction, no specific consideration is designated as being for or attributable to the facilities for which certificate of exemption applications are being submitted.

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)]

See paragraph 6 above.

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. Admin. Code 1130.520, the applicants, by their signatures to the Certification pages of this application, affirm that any projects for which permits have been issued by the Review Board have been completed or will be completed or altered in accordance with the provisions of 77 Ill. Admin. Code 1130.520.

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

Not applicable.

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

The applicant facility will continue its operations and its mission to deliver high quality services to all of its patients. The resources gained through this transaction will further the mission to provide high quality, cost effective care. The applicant facility will continue to conduct business at the same location, under the same legal entity and federal tax identification number. The proposed transaction is not expected to change or alter any of the applicant facility's policies or procedures, equipment, personnel or operations.

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;

The applicant facility will continue its operations and its mission to deliver high quality services to all of its patients. The resources gained through this acquisition will further the

mission to provide high quality, cost effective care. No quantifiable cost savings generated as a result of the proposed transaction have been identified at this time.

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

The applicant facility's quality improvement program mechanism will not change as a result of the proposed transaction.

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 selection process of the applicant facility's governing body will not change as a result of the proposed transaction. ESP Topco, LLC will not be involved in the day-to-day operations of the applicant facility.

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.

The applicants are not anticipating changes to the scope of services or levels of care currently provided at the facility to occur within 24 months after closing as a result of the proposed transaction.

Ms. Courtney Avery, Administrator
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Ms. Avery:

On behalf of the applicant facility and EyeCare Services Partners Holdings, LLC. ("ESP"), hereby certify that other than the matter described below no adverse action has been taken against the applicant facility or any other Illinois facility owned, operated and/or controlled by ESP during the three years prior to the filing of this application for change of ownership.

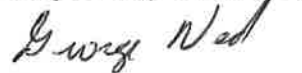
ESP is the owner of Eye Surgery Center of Hinsdale, LLC ("Hinsdale Surgery"), an Illinois licensed health care facility. Hinsdale Surgery discontinued its operations on or about October 1, 2020 without first obtaining a certificate of exemption as required by 10 ILCS 3960/14.1(b)(5). Hinsdale Surgery attended a hearing with the Illinois Health Facilities and Services Review Board ("CON Board") on January 31, 2023 and received approval to its discontinue operations. Hinsdale Surgery intends to submit a letter to the CON Board and the Illinois Department of Public Health ("IDPH") in the coming days stating its intention to discontinue operations and relinquish its license effective immediately.

The applicants affirm that all ESP owned Illinois health care facilities are identified in this application and that no other health care facilities are currently owned or operated in Illinois by any corporate officers or directors, LLC members, partners, or owners of at least 5% of the applicant facility.

The applicants hereby permit the CON Board and IDPH to have access to any documents necessary to verify the information submitted in the application for change of ownership of the facility including, but not limited to: (i) official records of IDPH or other State of Illinois agencies; (ii) the licensing or certification records of other states, when applicable; and (iii) the records of nationally recognized accreditation organizations.

The applicants further attest that the facilities will not adopt a more restrictive charity care policy that was in effect one year prior to the transaction

Respectfully submitted,



George Neal
CEO

EyeCare Services Partners Holdings, LLC

Attachment 6

Dated *2/8/2023*

February [●], 2023

**ATTACHMENT 7
CHARITY CARE**

Midwest Eye Center, S.C.			
	2020	2021	2022
Net Patient Revenue	\$701,066	1,373,160	1,403,752
Amount of Charity Care	NA	NA	NA
Cost of Charity Care	\$0	\$0	\$0

DeKalb Surgical Services, LLC d/b/a Hauser Ross Ambulatory Surgery Center			
	2020	2021	2022
Net Patient Revenue	\$1,747,610	\$3,208,310	3,818,017
Amount of Charity Care	NA	NA	NA
Cost of Charity Care	\$0	\$0	\$0

Eye Surgery Center of Hinsdale, LLC			
	2020	2021	2022
Net Patient Revenue	\$ 113,611	\$0	\$0
Amount of Charity Care	NA	NA	NA
Cost of Charity Care	\$0	\$0	\$0