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**ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR CHANGE OF OWNERSHIP EXEMPTION**HEALTH FACILITIES &
SERVICES REVIEW BOARD**SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION****This Section must be completed for all projects.****Facility/Project Identification**

Facility Name:	Retina Surgery Center, LLC		
Street Address:	8780 W. Golf Road, Suite 102		
City and Zip Code:	Niles 60714		
County:	Cook	Health Service Area:	007 Health Planning Area :031

Legislators

State Senator Name:	Laura M. Murphy
State Representative Name:	Martin J. Moylan

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

Exact Legal Name:	Retina Surgery Center, LLC
Street Address:	8780 W. Golf Road, Suite 102
City and Zip Code:	Niles 60714
Name of Registered Agent:	Christine G. Michael
Registered Agent Street Address:	512 Chestnut St., #377
Registered Agent City and Zip Code:	Winnetka, IL 60093
Name of Chief Executive Officer:	John Michael, M.D.
CEO Street Address:	8780 W. Golf Road
CEO City and Zip Code:	Niles, IL 60714
CEO Telephone Number:	847-297-8900

Type of Ownership of Applicants

- | | |
|---|--|
| ☐ Non-profit Corporation | ☐ Partnership |
| ☐ For-profit Corporation | ☐ Governmental |
| ☒ Limited Liability Company | ☐ Sole Proprietorship |
| ☐ Other | |
- Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
 - Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

APPEND DOCUMENTATION AS ATTACHMENT 1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.**Primary Contact [Person to receive ALL correspondence or inquiries]**

Name:	Joe Ourth
Title:	Partner
Company Name:	Saul Ewing LLP
Address:	161 N. Clark Street, Suite 4200, Chicago, IL 60601
Telephone Number:	(312) 876-7815
E-mail Address:	joe.ourth@saul.com
Fax Number:	(312) 876-5216

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

**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:	Retina Surgery Center, LLC		
Street Address:	8780 W. Golf Road, Suite 102		
City and Zip Code:	Niles 60714		
County:	Cook	Health Service Area:	007 Health Planning Area :031

Legislators

State Senator Name:	Laura M. Murphy
State Representative Name:	Martin J. Moylan

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

Exact Legal Name:	EyeSouth Eye Care Services, LLC
Street Address:	5775 Glenridge Drive, Building B, Suite 500
City and Zip Code:	Atlanta GA 30328
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:	Rex Adams
CEO Street Address:	5775 Glenridge Drive, Building B. Suite 500
CEO City and Zip Code:	Atlanta GA 30328
CEO Telephone Number:	(404) 953-4050

Type of Ownership of Applicants

☐ Non-profit Corporation	☐ Partnership
☐ For-profit Corporation	☐ Governmental
☒ Limited Liability Company	☐ Sole Proprietorship ☐
Other	
- Corporations and limited liability companies must provide an Illinois certificate of good standing. - Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.	
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Name:	Joe Ourth
Title:	Partner
Company Name:	Saul Ewing LLP
Address:	161 N. Clark Street, Suite 4200, Chicago, IL 60601
Telephone Number:	(312) 876-7815

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SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

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Street Address:	8780 W. Golf Road, Suite 102		
City and Zip Code:	Niles 60714		
County:	Cook	Health Service Area:	007 Health Planning Area :031

Legislators

State Senator Name:	Laura M. Murphy
State Representative Name:	Martin J. Moylan

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

Exact Legal Name:	EyeSouth Holdings Topco LLC
Street Address:	5775 Glenridge Drive, Building B, Suite 500
City and Zip Code:	Atlanta GA 30328
Name of Registered Agent:	The Corporation Trust Company
Registered Agent Street Address:	1209 Orange Street
Registered Agent City and Zip Code:	Wilmington Delaware 19601
Name of Chief Executive Officer:	Rex Adams
CEO Street Address:	5775 Glenridge Drive, Building B, Suite 500
CEO City and Zip Code:	Atlanta GA 30328
CEO Telephone Number:	(404) 953-4050

Type of Ownership of Applicants

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

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

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Primary Contact [Person to receive ALL correspondence or inquiries]

Name:	Joe Ourth
Title:	Partner
Company Name:	Saul Ewing LLP
Address:	161 N. Clark Street, Suite 4200, Chicago, IL 60601
Telephone Number:	(312) 876-7815
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Fax Number:	(312) 876-5216

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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: Keith Wuetig
Title: Regional Director of Operations
Company Name: EyeSouth Partners
Address: 5775 Glenridge Drive, Building B, Suite 500 Atlanta, Georgia 30328
Telephone Number: 219-730-5925
E-mail Address: keith.wuetig@eyesouthpartners.com
Fax Number: n/a

Site Ownership after the Project is Complete

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Golf Western, LLC
Address of Site Owner: 8780 W. Golf Road, Niles, IL 60716
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: Retina Surgery Center, LLC		
Address: 8780 W. Golf Road, Suite 102, Niles, IL 60714		
☐ Non-profit Corporation ☐ For-profit Corporation ☒ Limited Liability Company ☐ Other	☐ Partnership ☐ Governmental ☐ Sole Proprietorship	☐

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

Operating Identity/Licensee after the Project is Complete

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

Exact Legal Name: Retina Surgery Center, LLC (no change)	
Address: 8780 W. Golf Road, Suite 102, Niles, IL 60714	
☐ 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 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.

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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.

Retina Surgery Center, LLC (“Retina Surgery Center”), EyeSouth Eye Care Services, LLC (“Buyer”), and EyeSouth Holdings Topco, LLC (“EyeSouth Topco”), (together, the “Applicants”) seek authority from the Illinois Health Facilities and Services Review Board for a change of ownership of the ambulatory surgical treatment center located at 8780 W. Golf Road, Suite 102, Niles, Illinois 60714 (the “Surgery Center”). Retina Surgery Center is currently owned 100% by John Michael, M.D. Buyer will acquire 70% of the equity interest of Retina Surgery Center from Dr. Michael, pursuant to a purchase agreement.

Retina Surgery Center will continue to be the licensee and operate the surgery center. The transaction is scheduled to close on November 1, 2024 or soon thereafter following approval of the Certificate of Exemption.

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:

- 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 Retina Surgery Center, LLC

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

SIGNATURE

John Michael, M.D.

PRINTED NAME

Owner/Manager

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 4th day of September, 2024

Signature of Notary

Seal

"OFFICIAL SEAL"
MOHAMMED ALI

Notary Public - State of Illinois

*Insert the EXACT SIGNATURE OF THE APPLICANT

SIGNATURE

Matthew M. Wessel, M.D.

PRINTED NAME

Medical Advisory Committee Member

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this ____ day of _____, 20____

Signature of Notary

Seal

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

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- 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 Retina Surgery Center, LLC

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

SIGNATURE

John Michael, M.D.

PRINTED NAME

Owner/Manager

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this ____ day of _____ 20__

Signature of Notary

Seal

*Insert the EXACT legal name of the applicant

SIGNATURE

Matthew M. Wessel, M.D.

PRINTED NAME

Medical Advisory Committee Member

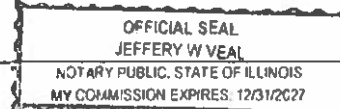
PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 14 day of September, 2023

Signature of Notary

Seal



ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
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- 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 EyeSouth Eye Care Services, LLC

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

Rex Adams

SIGNATURE

Rex Adams
PRINTED NAME

Chief Executive Officer
PRINTED TITLE

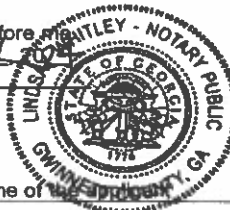
Notarization:

Subscribed and sworn to before me this 30 day of August, 2024

[Signature]
Signature of Notary

Seal

*Insert the EXACT legal name of the



Kathleen Shea

SIGNATURE

Kathleen Shea
PRINTED NAME

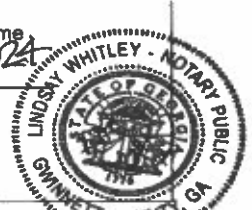
Chief Financial Officer
PRINTED TITLE

Notarization:

Subscribed and sworn to before me this 30 day of August, 2024

[Signature]
Signature of Notary

Seal



ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
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CERTIFICATION

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

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- 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 EveSouth Holdings 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.

Rex Adams
SIGNATURE

Rex Adams
PRINTED NAME

Chief Executive Officer
PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 20 day of August, 2021

Signature of Notary

Seal

Kathleen Shea
SIGNATURE

Kathleen Shea
PRINTED NAME

Chief Financial Officer
PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 20 day of August, 2021

Signature of Notary

Seal

*Insert the EXACT legal name of the applicant

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
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Related Project Costs

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

Land acquisition is related to project ☐ Yes ☒ No
Purchase Price: \$1,680,000
Fair Market Value: \$1,680,000

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 ☒ 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 N/A
☐ APORS N/A
☒ 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

SECTION II. BACKGROUND.

BACKGROUND OF APPLICANT

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.
2. A listing of all health care facilities currently owned and/or operated in Illinois, by any corporate officers or directors, LLC members, partners, or owners of at least 5% of the proposed health care facility.
3. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant, directly or indirectly, during the three years prior to the filing of the application. Please provide information for each applicant, including corporate officers or directors, LLC members, partners and owners of at least 5% of the proposed facility. A health care facility is considered owned or operated by every person or entity that owns, directly or indirectly, an ownership interest.
4. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to: official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**
5. If, during a given calendar year, an applicant submits more than one Application, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest that the information was previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

APPEND DOCUMENTATION AS ATTACHMENT 5, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-4) MUST BE IDENTIFIED IN ATTACHMENT 5.

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

- ☐ Purchase resulting in the issuance of a license to an entity different from current licensee.
- ☐ Lease resulting in the issuance of a license to an entity different from current licensee.
- ☐ Stock transfer resulting in the issuance of a license to a different entity from current licensee.
- ☒ X 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."

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
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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

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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.	

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
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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
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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		
2	Site Ownership		
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.		
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.		
5	Background of the Applicant		
6	Change of Ownership		
7	Charity Care Information		

Section I, Identification, General Information and Certification**Attachment 1, Type of Ownership of Applicants**

An organizational chart showing the current ownership structure of Retina Surgery Center, LLC ("Retina Surgery Center"), along with the post-closing ownership structure of Retina Surgery Center, is included in Attachment 4. Good standing certificates for the following entities are also attached:

1. Retina Surgery Center, LLC ("Retina Surgery Center"): Retina Surgery Center is an Illinois limited liability company. A copy of Retina Surgery Center's Illinois Good Standing Certificate is attached.
2. EyeSouth Eye Care Services, LLC: is a Delaware limited liability company. A copy of its Illinois Certificate of Good Standing is attached.
3. EyeSouth Holdings Topco, LLC ("EyeSouth Topco"): is a Delaware limited liability company. A copy of its Delaware Certificate of Good Standing is attached. EyeSouth Topco does not transact business in Illinois.

File Number

0652935-6



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, 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

RETINA SURGERY CENTER, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON OCTOBER 02, 2017, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



Authentication #: 2424002914 verifiable until 08/27/2025
Authenticate at: <https://www.asos.gov>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 27TH day of AUGUST A.D. 2024 .


SECRETARY OF STATE

ATTACHMENT 1

File Number

1210327-1



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, 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

EYESOUTH EYE CARE SERVICES LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON SEPTEMBER 01, 2022, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 2423200880 verifiable until 08/19/2025
Authenticate at: <https://www.ilsos.gov>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 19TH day of AUGUST A.D. 2024 .

Alexi Giannoulis
SECRETARY OF STATE

ATTACHMENT 1

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "EYESOUTH HOLDINGS 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 NINETEENTH DAY OF AUGUST, A.D. 2024.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "EYESOUTH HOLDINGS TOPCO LLC" WAS FORMED ON THE NINTH DAY OF AUGUST, A.D. 2022.

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



6958796 8300

SR# 20243448585

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

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

Authentication: 204189106

Date: 08-19-24

ATTACHMENT 1

Section I, Identification, General Information and Certification

Attachment 2, Site Ownership

The real property is owned by Golf Western, LLC, and leased to Retina Surgery Center, LLC. There will be no change in site ownership as a result of the proposed change in ownership. A copy of the lease is attached.

LEASE

LEASE

THIS LEASE. ("Lease") is made and entered into the 30th day of August 2024 between Golf Western, LLC, an Illinois limited liability company ("LESSOR") and Retina Surgery Center, LLC, an Illinois limited liability company. ("LESSEE").

WITNESSETH

LESSOR is the owner of the real property and all improvements thereon located at and commonly known as 8780 W. Golf Rd., Niles, Illinois and for and in consideration of the covenants herein, LESSOR does hereby demise and lease to LESSEE the real property known as 8780 W. Golf Rd., Suite 102, Niles, Illinois ("Premises").

1. **Use of Premises.** LESSEE shall use the Premises exclusively for providing health care services including the medical diagnosis, treatment, surgery, and care of patients and other services related thereto.

2. **Term and Termination.**

a. The term of this Lease shall commence on the date LESSEE obtains a Certificate of Need from the State of Illinois ("Effective Date") necessary to operate its business at the Premises and shall end on December 31, 2034 ("Initial Term"). After the expiration of the Initial Term, this Lease shall automatically renew for four (4) consecutive five (5) year terms. The Initial Term and any renewal term shall be referred to herein as the "Term".

b. Upon termination of this Lease, LESSEE shall remove all personal property and debris from the Premises and leave the Premises in a broom clean condition and return all keys.

3. **Monthly and Additional Rent.**

a. Monthly rent shall commence on the Effective Date at the fair market rental rate for the Premises ("Base Rent") and paid to LESSOR on the first day of each month. The Base Rent amount shall be finalized and agreed upon consistent with this Lease by LESSOR and LESSEE on or before the Effective Date and set forth in the Addendum to Lease attached hereto as Exhibit A which shall be executed by LESSOR and LESSEE and incorporated herein. In the event Base Rent first becomes due on a day other than the first day of the month, said first month's rent shall be prorated. Base Rent shall increase ten percent (10%) at the commencement of each subsequent five (5) year Term or such other amount as mutually agreed to between the parties.

b. As Additional Rent, LESSEE shall timely pay all costs and expenses during the Term which are assessed, levied, confirmed, or imposed on the Premises, including but not limited to, (a) all real property taxes and assessments, including special assessments; (b) occupancy and rent taxes; (c) water, water meter, and sewer rents, rates, and charges; (d) license and permit fees; (e) service charges, with respect to police protection, fire protection, sanitation, and water supply; (f) charges for utilities, communications, and other services rendered to or used in the Premises; and (g) any and all federal, state, county, and municipal governmental and quasi-governmental levies, fees, rents, assessments, or taxes and charges, general and special, ordinary

and extraordinary, foreseen and unforeseen, of every kind and nature whatsoever, and any interest or costs with respect thereto, which are assessed, levied, confirmed, imposed upon, payable out of, or in respect of, or would be charged with respect to, the Premises ("Additional Rent").

4. Net Lease. It is the intention of the parties that this Lease shall be a "Net Lease" and that all Base Rent shall be paid to LESSOR without diminution. The parties agree that all costs or expenses of whatsoever character or kind, general or special, ordinary or extraordinary, foreseen or unforeseen, and of every kind and nature whatsoever that may be necessary in or about the operation and occupancy of the Premises, and all improvements by LESSEE erected thereon, shall be paid by LESSEE, and all provisions of this Lease relating to any costs related to the Premises are to be construed in light of such intention and purpose that this Lease be a "Net Lease". LESSEE'S obligation to pay Base Rent or other charges payable under this Lease shall not terminate prior to the intended expiration of the Term as set forth herein.

5. Repairs, Maintenance and Improvements.

a. Except for the structural components of the Premises, the LESSEE, at its sole cost and expense, shall maintain the Premises in good order and condition, including but not limited to, the heating, air conditioning and ventilating system, the electrical system, the plumbing system, and all components associated with the foregoing to the extent such equipment exclusively serves the Premises.

b. LESSEE shall, at its own expense, keep and maintain the Premises in good order, maintenance and repair and shall keep the Premises in a clean, healthful and safe condition and in compliance with all applicable laws, ordinances and other governmental regulation, orders and directions during the Term of this Lease.

c. Except as otherwise provided herein, LESSOR shall have no obligations to maintain or repair the Premises during the Term. However, should LESSEE fail to perform its obligations as set forth above, LESSOR may, at LESSOR'S election, perform any maintenance and make all necessary repairs, restorations or replacements at LESSEE'S expenses and the costs thereof shall become additional rent payable in full by LESSEE on the first day of the month following the completion of such maintenance, repairs, restoration or replacements by LESSOR.

d. At its sole cost and expense, LESSEE may make improvements to the Premises provided such are completed in a good workmanlike manner, in compliance with all applicable permits and building and zoning laws and ordinances. All improvements made to the Premises by LESSEE must be approved in advance by LESSOR, such approval shall not be unreasonably withheld.

6. Insurance. At all times during the Term, LESSOR and LESSEE shall procure, keep and maintain in full force Comprehensive General Public Liability Insurance insuring against claims for personal injury, death or property damage occurring in connection with the use and occupancy of the Premises, Casualty and Property Damage Insurance written on an all risk, extended coverage basis, insuring against loss or damage, all in amounts mutually agreeable to the parties hereto.

7. Mechanic's Liens. LESSEE shall not suffer or permit the Premises to become subject to any mechanic's, laborers' or material lien on account of labor or material furnished or claimed to have been furnished to the Premises in connection with any work or improvement made or to have been made by, through or under LESSEE or at the direction or sufferance of LESSEE. In the event any such lien attaches to the Premises, LESSOR shall have the right, at its option, to pay and discharge said lien and, thereafter, the amount so paid by LESSOR shall become additional rent due and payable by LESSEE on the first day of the month following the month of such payment.

8. Default.

a. If LESSEE shall fail to pay any amount due and payable hereunder or if LESSEE shall fail to promptly keep and perform any other affirmative covenant of this Lease, strictly in accordance with the terms of this Lease, and shall continue in default for a period of ten (10) days after written notice thereof by LESSOR to LESSEE, then and in any such event, LESSEE shall be considered in Default and LESSOR may (i) declare this Lease terminated, or (ii) relet the Premises applying said rent from the new LESSEE on this Lease and LESSEE shall be responsible for no more than the difference, if any, between the rent to be paid by LESSEE for the then remaining balance of the then current Term.

b. No remedy herein conferred upon or reserved to LESSOR shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute. No delay or omission by LESSOR in exercising any right or remedy arising from LESSEE'S default shall impair or bar such right of LESSOR, or be construed as a waiver by LESSOR of such default.

9. Hold-Over. If, at the termination of this Lease, whether by lapse of time or otherwise, LESSEE retains possession of the Premises, then LESSOR, at its option, within thirty (30) days after the termination of such Term, may serve written notice upon LESSEE that such holding over constitutes either (a) renewal of this Lease for one (1) year, and from year-to-year thereafter, at the then-current Base Rent plus ten percent (10%), or (b) create a month-to-month tenancy, upon the terms of this Lease. If no such written notice is served by LESSOR then a tenancy at sufferance with rental as stated above shall have been created. The provisions of this paragraph shall not constitute a waiver by LESSOR of any right of reentry as hereinafter set forth, nor shall receipt of any rent or any other act in apparent affirmance of LESSEE'S tenancy operate as a waiver of the right of LESSOR to terminate this Lease for breach of any of the covenants herein.

10. Waiver of Subrogation. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Premises or the contents therein, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then to the extent of any amount recovered by reason of such insurance, such party releases the other from any liability with respect to such loss and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the costs thereof.

11. Condemnation.

a. In the event that the whole of the Premises or so much thereof as to render the balance of the Premises completely unusable for the purposes hereinabove set forth, shall be taken or condemned by any public authority having the power of eminent domain, or conveyed to such public authority in lieu of the exercise of its power of eminent domain, then the Term of this Lease shall cease upon but not before the date when possession of the Premises, or such portion thereof so taken, shall be required by the condemning authority, and all rent shall be paid up to that day. LESSEE shall have no right to share in such award except as provided below.

b. All damages awarded for such taking or compensation made for such conveyance whether for the whole or any part of the Premises shall belong to and be the sole property of the LESSOR whether such damages or compensation are paid for the diminution in value to the leasehold or to the fee of the Premises; provided, however, that LESSOR shall not be entitled to any separate award made to LESSEE for loss of business, depreciation to or cost of removal of equipment or fixtures, regardless of whether such separate award is made as a result of LESSEE'S contest of LESSOR'S right to receive the entire award for diminution in value of the leasehold or of the fee.

12. Subletting and Assignment. LESSEE shall not assign this Lease, either in whole or in part, nor sublease, transfer, or hypothecate the leasehold interest of LESSEE or any interest therein, without first obtaining LESSOR'S consent thereto in writing, such consent not to be unreasonably withheld. No permitted assignment or subleasing shall relieve LESSEE of its obligations in this Lease contained, nor shall any assignment or transfer of this Lease be effective until there shall have been delivered to LESSOR a document executed by LESSEE and proposed assignee, wherein and whereby such assignee assumes for the benefit of LESSOR due performance of the obligations of LESSEE in respect of the payments to be made by LESSEE and the obligations to be performed by LESSEE under the terms of this Lease to the end of the Term.

13. Subordination. Except LESSEE'S rights in Section 11(b) and as otherwise hereinafter provided, the rights and interest of LESSEE under this Lease shall be subject and subordinate to any mortgage or trust deed that may be placed upon the Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, and extensions thereof. Any mortgagee or trustee may elect, by written notice only, to give the rights and interest of LESSEE under this Lease priority over the lien of its mortgage or deed of trust. In such event, the rights and interest of the mortgagee shall be deemed to be subordinate to and not have priority over the rights of the LESSEE regardless of whether this Lease is dated prior to or subsequent to the date of said mortgage or trust deed. In addition, LESSEE shall, upon the request of LESSOR, or any such mortgagee or trustee, execute and deliver whatever instructions may be required to confirm the purposes of this Section, and in the event LESSEE fails so to do within ten (10) days after demand in writing, LESSEE does hereby make, constitute and irrevocably appoint LESSOR as its attorney in fact and in its name, place, and stead to do so. No further instrument is necessary for LESSEE'S subordination of the Lease to be effective and LESSEE agrees to execute and deliver a Subordination, Non-Disturbance and Attornment Agreement to LESSOR'S mortgagee.

14. Miscellaneous.

a. LESSEE agrees to indemnify, defend and hold LESSOR and its shareholders, directors and officers harmless from and against any and all liabilities, obligations, claims, charges, penalties, damages, causes of action, judgments, suits, costs and other expenses (including reasonable attorney's fees) imposed upon or incurred by or asserted against LESSOR or its shareholders, directors and officers arising directly or indirectly from (i) the use and occupancy of or damage to the Premises by LESSEE, (ii) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises, (iii) breach by LESSEE of any of its covenants under this Lease and/or any suit brought by LESSOR to enforce the provisions hereof, and (iv) any penalty, damages or charges imposed for any violation of any laws or ordinances by LESSEE.

b. LESSOR, except for its negligent acts or omissions, shall not be responsible or liable to LESSEE for any loss or damage resulting to LESSEE or its property from burst, stopped or leaking water, gas, sewer or steam pipes or electrical or heating failures or for any damage or loss of property within the Premises from any cause whatsoever.

c. This Lease shall not be recorded.

d. Time is of the essence of this Lease and all provisions herein relating thereto shall be strictly construed.

e. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if personally delivered or via email or facsimile with confirmation at the address of the Premises or last known email address or facsimile number.

f. This Lease constitutes the entire agreement of the parties, all prior agreements are terminated and all understandings are merged herein.

g. This Lease shall be binding upon the parties hereto and their respective successors, assigns, heirs, beneficiaries and personal representatives.

h. This Lease shall be governed by the laws of the State of Illinois.

i. This Lease may be terminated at anytime by LESSEE prior to the Effective Date for any reason whatsoever or modified upon mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first written above.

LESSOR:

Golf Western, LLC, an Illinois
limited liability company



John Michael, as Manager

LESSEE:

Retina Surgery Center, LLC, an
Illinois limited liability company



John Michael, as Manager

EXHIBIT A

ADDENDUM TO LEASE

This Addendum to Lease ("Addendum") is entered into this 30th day of August 2024 regarding the Lease for the premises located at 8780 W. Golf Rd., Suite 102, Niles, Illinois dated August 30th, 2024 ("Lease") between Golf Western, LLC, an Illinois limited liability company ("LESSOR") and Retina Surgery Center, LLC, an Illinois limited liability company ("LESSEE").

RECITALS

WHEREAS, the parties hereto desire to enter into this Addendum setting forth the Base Rent to be paid pursuant to the Lease.

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

1. The recitals set forth above are hereby incorporated in this Addendum.
2. The Base Rent amount is \$7,378.50 per month and subject to increases pursuant to Section 3(a) in the Lease.
3. All other provisions and terms in the Lease shall remain in full force and effect.
4. In the event of any conflict or inconsistency between the terms of the Lease and this Addendum, the terms and conditions in this Addendum shall control and prevail.

LESSOR:

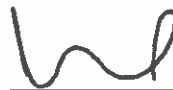
Golf Western, LLC, an Illinois
limited liability company



John Michael, as Manager

LESSEE:

Retina Surgery Center, LLC, an
Illinois limited liability company



John Michael, as Manager

Section I, Identification, General Information and Certification

Attachment 3, Operating Identity/Licensee

EyeSouth Eye Care Services, LLC (“Buyer”) will acquire 70% of the equity interest of Retina Surgery Center, LLC (“Retina Surgery Center”) from John Michael, M.D., the current 100% owner. Retina Surgery Center will continue to be the licensed entity operating the surgery center.

A copy of Retina Surgery Center’s Illinois Good Standing Certificate is included in Attachment 1.

Organizational charts showing the current ownership structure, along with the post-closing ownership structure of the surgery center are included in Attachment 4.

Section I, Identification, General Information and Certification

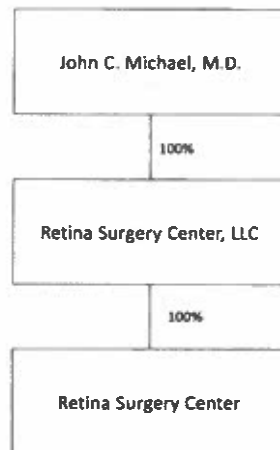
Attachment 4, Organizational Relationships

Organizational charts showing the current ownership structure of Retina Surgery Center, along with the post-closing ownership structure, are attached.

**Retina Surgery Center, LLC
Ownership Chart**

Current Structure

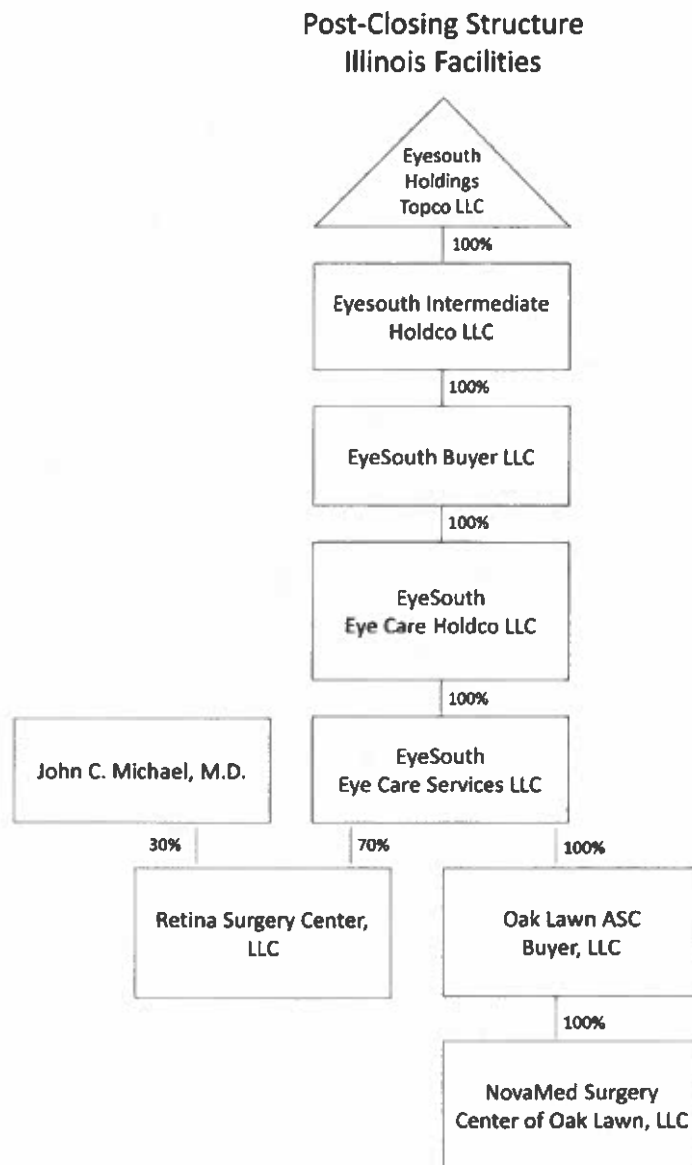
**RETINA INSTITUTE OF ILLINOIS
Ownership Chart**



Retina Surgery Center, LLC

ATTACHMENT 4

Post Transaction Ownership



Section 1110.230 Background of Applicant Attachment 5

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

EyeSouth Eye Care Services, LLC owns a controlling interest in NovaMed Surgery Center of Oak Lawn but owns no other Illinois facilities. A copy of NovaMed's IDPH license is attached. Retina Surgery Center, LLC ("Retina Surgery Center") owns no other health care facilities. A copy of Retina Surgery Center's IDPH license expiring February 6, 2025 is attached. A copy of Retina Surgery Center's AAAHC accreditation and NovaMed's accreditation is also attached.

2. **A certified listing of any adverse action taken against any facility owned and/or operated by the Applicant during the three years prior to the filing of the application.**

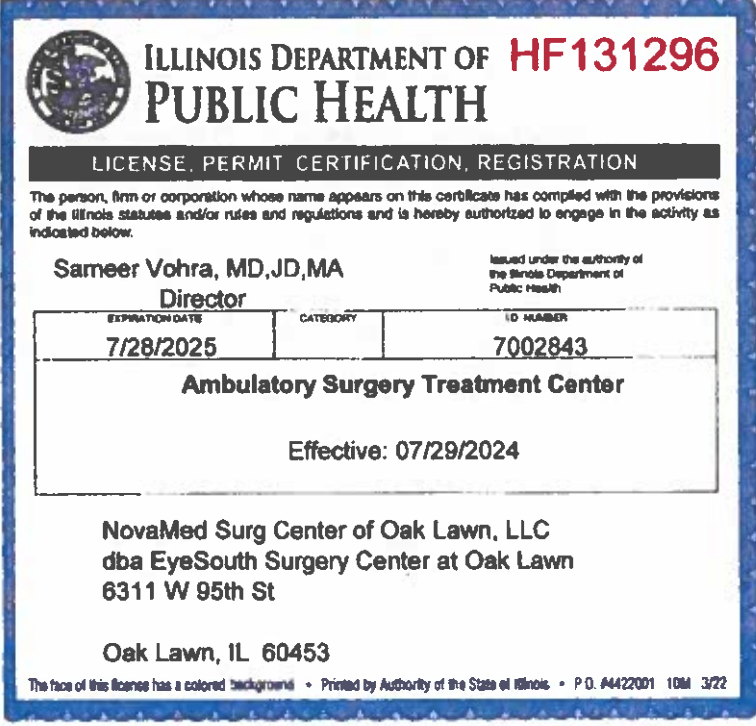
By their signatures on the Certification pages to this application, each of the Applicants attest that no adverse action has been taken against any facility owned and/or operated by them during the three (3) years prior to the filing of this application.

3. **Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to: official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations.**

By their signatures to the Certification pages to this application, each of the Applicants authorize HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to: (i) official records of DPH or other State agencies; (ii) the licensing or certification records of other states, when applicable; and (iii) the records of nationally recognized accreditation organizations.

		ILLINOIS DEPARTMENT OF PUBLIC HEALTH	HF 129859
LICENSE, PERMIT, CERTIFICATION, REGISTRATION			
The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.			
Sameer Vohra, MD,JD,MA Director		Issued under the authority of the Illinois Department of Public Health	
EXPIRATION DATE 02/06/2025	CATEGORY	I.D. NUMBER 7003243	
Ambulatory Surgery Treatment Center			
Effective: 02/07/2024			
Retina Surgery Center, LLC 8780 West Golf Rd Ste 102 Niles, IL 60714			
The face of this license has a colored background. • Printed by Authority of the State of Illinois • P.O. #4422001 10M 3/22			





ILLINOIS DEPARTMENT OF PUBLIC HEALTH **HF131296**

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

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

Sameer Vohra, MD,JD,MA
Director

Issued under the authority of the Illinois Department of Public Health

EXPIRATION DATE	CATEGORY	ID NUMBER
7/28/2025		7002843

Ambulatory Surgery Treatment Center

Effective: 07/29/2024

NovaMed Surg Center of Oak Lawn, LLC
dba EyeSouth Surgery Center at Oak Lawn
6311 W 95th St

Oak Lawn, IL 60453

The face of this license has a colored background • Printed by Authority of the State of Illinois • P.O. 44422001 10M 3/22

← **DISPLAY THIS PART IN A CONSPICUOUS PLACE**

Exp. Date 7/28/2025

Lic Number 7002843

Date Printed 7/19/2024

NovaMed Surg Center of Oak Lawn, L
 dba EyeSouth Surgery Center at Oak L
 6311 W 95th St
 Oak Lawn, IL 60453

FEE RECEIPT NO.

ATTACHMENT 5



grants this
CERTIFICATE OF ACCREDITATION

**NOVAMED SURGERY CENTER OF OAK LAWN, LLC
DBA CENTER FOR RECONSTRUCTIVE SURGERY**

6311 WEST 95TH STREET
OAK LAWN, IL 60453-2201

*In recognition of satisfying accreditation requirements and demonstrating its commitment to high quality care and patient safety
for Ambulatory Accreditation.*



16184

MARCH 31, 2024

Organization Identification Number

The period of accreditation begins on the above date

President/CEO

(Name of the Entity)

Medical Director

(Provider, MD/DO)

AAAHC • 5290 OLD OAKLAND RD. STE 201 • OAK LAWN, IL 60477
847.851.6300 • AAAHC.ORG

Section IV, Change of Ownership**Attachment 6, Requirements for Exemptions Involving the Change of Ownership of a Health Care Facility****Section 1130.520, Information Requirements for Change of Ownership of a Health Care Facility****1. 1130.520(b)(1)(A), Names of Parties.**

The Applicants are: (i) Retina Surgery Center, LLC ("Retina Surgery Center"), (ii) EyeSouth Eye Care Services, LLC ("EyeSouth Eye Care"), and (iii) EyeSouth Holdings Topco, LLC.

An organizational chart showing the current ownership structure of Retina Surgery Center, along with the post-closing ownership structure is included in Attachment 4. Good standing certificates for each of the Applicants are included in Attachment 1.

2. 1130.520(b)(1)(B), Background of Parties.

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.

By their signatures on the Certification pages to this application, each of the Applicants attest that no adverse action has been taken against any facility owned and/or operated by each of them during the three (3) years prior to the filing of this application.

3. 1130.520(b)(1)(C), Structure of the Transaction.

The parties intend for EyeSouth Eye Care to acquire 70% of the equity interest of Retina Surgery Center from Dr. John Michael, current 100% owner of Retina Surgery Center. EyeSouth Eye Care will pay a total of \$1,680,000 for this 70% interest. Dr. Michael will continue to own the remaining 30%. EyeSouth Eye Care will also provide management services for the facility. In the future, additional surgeons who intend to use the facility as an extension of their practice may be allowed the opportunity to acquire limited equity interest in Retina Surgery Center.

The purchase price is based on information reviewed prior to the date of this application and assumes a cash-free, debt-free balance sheet is delivered at closing, among other considerations.

The purchase price will be paid in cash at the closing, subject to customary cash, net working capital, debt and like item adjustments.

ATTACHMENT 6

The purchase agreement and other definitive agreements will include customary representations and warranties made by each party. Certain fundamental representations will survive for longer periods than the other general representations. An indemnity escrow will be created and held for an eighteen month period after the closing. A separate adjustment escrow will be created for purposes of securing potential payment obligations of the equity holders for purchase price adjustments related to net working capital and other potential adjustments.

Each party will be responsible for their own fees and expenses incurred in connection with the transaction.

The purchase agreement will provide that closing on the transaction is subject to the parties having received a Certificate of Exemption from the Illinois Health Facilities and Services Review Board.

4. **1130.520(b)(1)(D), Name of Licensed Entity after Transaction.**

Retina Surgery Center, LLC will continue to be the licensed entity after the Proposed Transaction.

5. **1130.520(b)(1)(E), List of Ownership/Membership Interests in Licensed Entity Prior to and After Transaction.**

An organizational chart showing the current ownership structure of Retina Surgery Center, along with the post-closing ownership structure of is included in Attachment 4. Good standing certificates for each of the Applicants are included in Attachment 1.

6. **1130.520(b)(1)(F), Fair Market Value of Assets to be Transferred.**

The purchase price is \$1,680,000 for the 70% ownership interest. The transaction is an "arm's length" purchase and the purchase price is the fair market value.

7. **1130.520(b)(1)(G), Purchase Price or Other Forms of Consideration to be Provided.**

The purchase price is \$1,680,000 for the 70% ownership interest. Purchase price will be subject to typical closing adjustments.

8. **1130.520(b)(2), Affirmations.**

In accordance with 77 Ill. Admin. Code §1130.520, each of the Applicants 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. There are no open permits.

ATTACHMENT 6

9. **1130.520(b)(4), Statement as to the Anticipated Benefits of the Proposed Changes in Ownership to the Community.**

No significant changes in operations are anticipated as a result of this transaction. Buyer anticipates continuity of Surgery Center operations following the transaction and expect to attract new surgeons to utilize the Surgery Center.

10. **1130.520(b)(5), Statement as to the Anticipated or Potential Cost Savings, if any, That Will Result for the Community and the Facility as a Result of the Change in Ownership.**

No significant changes in operations are anticipated as a result of this transaction. Buyer anticipates continuity of Surgery Center staff following the transaction.

11. **1130.520(b)(6), Description of the Facility's Quality Improvement Program Mechanism that will be Utilized to Assure Quality Control.**

Buyer will continue to utilize the Surgery Center's existing Quality Improvement Program.

12. **1130.520(b)(7), Description of the selection process that the acquiring entity will use to select the facility's governing body.**

Following the transaction, Retina Surgery Center, LLC will have an initial operating board consisting of three individuals, including Dr. Michael and two individuals appointed by Buyer.

13. **1130.520(b)(9), 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 twenty-four (24) months after acquisition.**

There are no significant long term proposed changes to the scope of services currently provided at the Facility that are anticipated to occur within twenty-four (24) months as a result of the transaction, except that the surgery center may expand from its focus on retina procedures to include additional ophthalmological procedures.

Section X, Charity Care Information**Attachment 7, Charity Care Information**

Shown below is the amount of charity care provided by Retina Surgery Center

RETINA SURGERY CENTER CHARITY CARE			
	2021	2022	2023
Net Patient Revenue	NA	\$0	\$0
Amount of Charity Care (charges)	NA	\$32,532	\$2,600
Cost of Charity Care	NA	\$32,532	\$2,600

Retina Surgery Center opened in late 2022.

NOVAMED SURGERY CENTER OF OAKLAWN			
	2021	2022	2023
Net Patient Revenue	\$3,065,169	\$3,597,280	\$4,215,791
Amount of Charity Care (charges)	\$0	\$0	\$0
Cost of Charity Care	\$0	\$0	\$0

NovaMed of Oaklawn payor sources show Medicare and Medicaid patients comprised 70% of patients in 2021, and approximately 77% in 2022 and in 202

Chronology: Retina Surgery Center, LLC

Please note that, although Retina Surgery Center, LLC (“RSC”) was first licensed to offer surgical services in January 2022, RSC has been diligently working through delays in the payor enrollment and accreditation processes since that date and, as a result, RSC did not begin general operations as a surgery center until 2024. Below is a chronology of RSC’s efforts in that regard for reference as part of the Certificate of Exemption application review. As of mid-2024, the RSC is accredited, Medicare-certified and participating in Medicare, Illinois Medicaid and multiple commercial payors and completing cases in the ordinary course of business.

Date	Event	Notes
January 12, 2018	Application for ASC Certificate of Need submitted to Illinois HFSRB.	
June 4, 2019	Review Board approves permit. Subsequent Permit Renewal approved.	
July 2019-January 2022	Project ongoing to build and prepare RSC for state licensure.	Due to the COVID-19 pandemic, there were significant delays throughout the build-out process.
January 17, 2022	RSC receives ASC license from the Ill. Dept. of Public Health (IDPH).	
Throughout 2022	RSC performs 19 charity cases as part of accreditation process.	Cases were performed in order to achieve The Joint Commission (TJC) accreditation and were not billed.
March 2022 – February 2023	RSC works with a consultant to pursue TJC accreditation and deemed status for Medicare certification.	RSC encountered various delays related to survey readiness and guidance from consultants. RSC performed charity care cases in preparation for a TJC survey, but the process was not advanced to a final survey.
June 2023	HFSRB receives 2022 ASTC Questionnaire from RSC.	
March 2023-November 2023	Amidst failure to progress to TJC final survey, RSC changes consultants and begins the accreditation process through the Accreditation Association for Ambulatory Health Care (“AAAHC”), seeking deemed status for Medicare certification.	RSC kept IDPH informed of its accreditation and Medicare deemed status. Without Medicare certification, RSC only performed charity care cases, at a loss. Contributing to the delay in survey readiness was a change in the Director of Nursing during June/July of 2023.

Throughout 2023	RSC submits required COMPdata.	RSC submitted its required COMPdata to the IDPH and indicated in each quarterly submission that RSC's case volume was low or zero, as applicable.
December 26, 2023	RSC performs 1 charity care case to advance AAAHC survey process.	
January 9, 2024	AAAHC performs accreditation visit. One case is performed for AAAHC observation.	AAAHC was able to use data from the cases completed in 2022 along with observation case completed on the site visit day.
March 2024	RSC receives AAAHC accreditation.	
March 3, 2023	RSC applies for Medicare enrollment.	
March 21, 2024	UHC approves RSC for commercial patients.	
April 3, 2024	RSC receives CMS Certification.	The effective date for Medicare approval is retroactive to January 10, 2024 – the date RSC was deemed to meet all CMS Conditions of Participation.
May 7, 2024	Medicaid participation effective.	
September 4, 2024	2023 ASTC received by HFSRB.	
September 13, 2024	RSC enters into agreements with BCBS under commercial, MA and Medicaid managed care plans.	
October 1, 2024	RSC enters into agreements with Aetna for commercial and MA plans. RSC enters into agreements with Cigna.	Currently, Humana Commercial and MA are not taking on new ASCs at this time. Participation agreement with AARP UHC (for commercial and MA patients) is pending.
Current 2024	RSC is currently seeing patients under Medicare, Medicaid and some commercial plans and is receiving consistent payment from Medicare	RSC is working to advance the credentialing process with other payer organizations.

	and Medicaid as well as limited commercial reimbursement.	RSC has begun providing non-charity care cases.
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