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April 16, 2026

FEDERAL EXPRESS PRIORITY OVERNIGHT

Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

**Re: Application for Change of Ownership Exemption for Kovach Eye
Institute, Ltd. and Ophthalmology Surgery Center of Illinois, LLC
(Related Persons)**

To Whom It May Concern:

Pursuant to the proposed change of ownership for Ophthalmology Surgery Center of Illinois, LLC, please find enclosed an original and copy of the application and required attachments for change of ownership exemption. Please contact us with any questions or additional information needed in regard to the application.

Sincerely,

Taft Stettinius & Hollister LLP

Kate Hussey

KH:ph
Enclosure

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: Ophthalmology Surgery Center of Illinois, LLC		
Street Address: 1300 Arlington Heights Road		
City and Zip Code: Itasca, IL 60143		
County: DuPage	Health Service Area: 7	Health Planning Area: 31

Legislators

State Senator Name: Seth Lewis
State Representative Name: Jennifer Sanalidro

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

Exact Legal Name: Kovach Eye Institute, Ltd.
Street Address: 152 N. Addison Ave.
City and Zip Code: Elmhurst, IL 60126
Name of Registered Agent: Cassandra Harbert
Registered Agent Street Address: 152 N. Addison Ave.
Registered Agent City and Zip Code: Elmhurst, IL 60126
Name of Chief Executive Officer: Kevin Kovach, M.D.
CEO Street Address: 152 Addison Ave.
CEO City and Zip Code: Elmhurst, IL 60126
CEO Telephone Number: 630-833-9621

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: Debbie Kirschman	
Title: Outside Counsel	
Company Name: Taft Stettinius and Hollister	
Address: 40 N. Main St., Suite 1700, Dayton, OH 45423	
Telephone Number: 937-228-2838	
E-mail Address: dkirschman@taftlaw.com	Fax Number: XX

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 2025 Edition

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

Name: Kate Hussey
Title: Outside Counsel
Company Name: Taft Stettinius and Hollister
Address: 301 E. 4 th Street, Suite 2800, Cincinnati, OH 45202
Telephone Number: 513-357-9432
E-mail Address: khussey@taftlaw.com
Fax Number: 513-381-0205

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: Kevin Kovach, M.D.
Title: CEO
Company Name: Ophthalmology Surgery Center of Illinois, LLC
Address: 1300 Arlington Heights Road Itasca, IL 60143
Telephone Number: 630-833-9621
E-mail Address: kovacheye@yahoo.com
Fax Number: XX

Site Ownership after the Project is Complete

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Hamilton Partners, Inc.
Address of Site Owner: 300 Park Blvd., Suite 201, Itasca, IL 60143
Street Address or Legal Description of the Site: 1300 Arlington Heights Rd., Suite 150, Itasca, IL 60143.
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: Ophthalmology Surgery Center of Illinois, LLC								
Address: 1300 Arlington Heights Road Itasca, IL 60143								
<table><tr><td>☐ Non-profit Corporation</td><td>☐ Partnership</td></tr><tr><td>☐ For-profit Corporation</td><td>☐ Governmental</td></tr><tr><td>☒ Limited Liability Company</td><td>☐ Sole Proprietorship</td></tr><tr><td>☐ Other</td><td>☐</td></tr></table>	☐ Non-profit Corporation	☐ Partnership	☐ For-profit Corporation	☐ Governmental	☒ Limited Liability Company	☐ Sole Proprietorship	☐ Other	☐
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☒ Limited Liability Company	☐ Sole Proprietorship							
☐ Other	☐							

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

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

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Type of Ownership of Applicants

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☐ For-profit Corporation	☐ Governmental
X ☒ 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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Title: Outside Counsel	
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Address: 40 N. Main St., Suite 1700, Dayton, OH 45423	
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E-mail Address: dkirschman@taftlaw.com	Fax Number: XX

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 2025 Edition

Operating Identity/Licensee after the Project is Complete

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

Exact Legal Name: Ophthalmology Surgery Center of Illinois, LLC	
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☐ Non-profit Corporation	☐ Partnership
☐ For-profit Corporation	☐ Governmental
☒ Limited Liability Company	☐ Sole Proprietorship
☐ Other	
○ Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. ○ Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. ○ Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	
APPEND DOCUMENTATION AS ATTACHMENT 3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

Organizational Relationships

Provide (for each applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.
APPEND DOCUMENTATION AS ATTACHMENT 4, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Narrative Description

In the space below, provide a brief narrative description of the change of ownership. Explain **WHAT** is to be done in **State Board defined terms**, **NOT WHY** it is being done. If the project site does NOT have a street address, include a legal description of the site.

This related party transaction involves the sale of certain non-clinical assets of the Ophthalmology Surgery Center of Illinois, LLC ("OSCI") and the Kovach Eye Institute, Ltd. ("KEI") and the transfer of 100% of the equity of OSCI to KEI, after which KEI will hold OSCI as a wholly owned subsidiary. OSCI will continue to operate under its existing license, EIN and provider number and will enter into Management Services Agreement with Midwest Eye Services LLC, which entity will have purchased the non-clinical assets of OSCI and KEI respectively. OSCI will remain in its current location and will continue routine operations following the transaction as described. It is understood that this transaction is contingent upon Review Board approval and other contingencies as may be applicable. This COE application relates to OSCI specifically and its existing location.

The Applicants seek authority from the Illinois Health Facilities and Services Review Board for the contemplated change in ownership of the surgery center. The transaction is anticipated to close as early as May 15, 2026, but the transaction closing date may be extended depending on various contingencies as may be applicable. Of note, the licensee, operator and federal tax ID number of OSCI will not change. Upon approval, OSCI will continue to provide the same category and scope of services and is expected to continue to be a resource for vision care in the community.

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 2025 Edition

Related Project Costs

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

Land acquisition is related to project	☐ Yes	☒ No
Purchase Price: \$	_____	
Fair Market Value: \$	_____	

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): May 15, 2026, or as soon thereafter once all closing conditions have been satisfied or waived.

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. 2025 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 Ophthalmology Surgery Center of Illinois, 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.

Kevin J. Kovach
SIGNATURE

Kevin J. Kovach, M.D.
PRINTED NAME

Owner
PRINTED TITLE

Andrea Kovach
SIGNATURE

Andrea Kovach
PRINTED NAME

Owner
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 14 day of April 2026

[Signature]
Signature of Notary

Seal



Notarization:
Subscribed and sworn to before me
this 14 day of April 2026

[Signature]
Signature of Notary

Seal



*Insert the EXACT legal name of the applicant

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 2025 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 Kovach Eye Institute, Ltd.

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

Kevin J. Kovach

SIGNATURE

Kevin J. Kovach, M.D.

PRINTED NAME

owner

PRINTED TITLE

SIGNATURE

PRINTED NAME

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 14 day of Jan 2022

Signature of Notary

Seal



Notarization:

Subscribed and sworn to before me
this ____ day of _____

Signature of Notary

Seal

*Insert the EXACT legal name of the applicant

SECTION II. BACKGROUND.

BACKGROUND OF APPLICANT

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

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

SECTION III. CHANGE OF OWNERSHIP (CHOW)

Transaction Type. Check the Following that Applies to the Transaction:

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

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

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

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

**ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 2025 Edition**

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

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

SECTION IV.CHARITY CARE INFORMATION

1. All applicants and co-applicants shall indicate the amount of charity care for the latest three **audited** fiscal years, the cost of charity care and the ratio of that charity care cost to net patient revenue.
2. If the applicant owns or operates one or more facilities, the reporting shall be for each individual facility located in Illinois. If charity care costs are reported on a consolidated basis, the applicant shall provide documentation as to the cost of charity care; the ratio of that charity care to the net patient revenue for the consolidated financial statement; the allocation of charity care costs; and the ratio of charity care cost to net patient revenue for the facility under review.
3. If the applicant is not an existing facility, it shall submit the facility's projected patient mix by payer source, anticipated charity care expense and projected ratio of charity care to net patient revenue by the end of its second year of operation.

Charity care" means care provided by a health care facility for which the provider does not expect to receive payment from the patient or a third-party payer (20 ILCS 3960/3). Charity Care must be provided at cost.

A table in the following format must be provided for all facilities as part of Attachment 7.

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

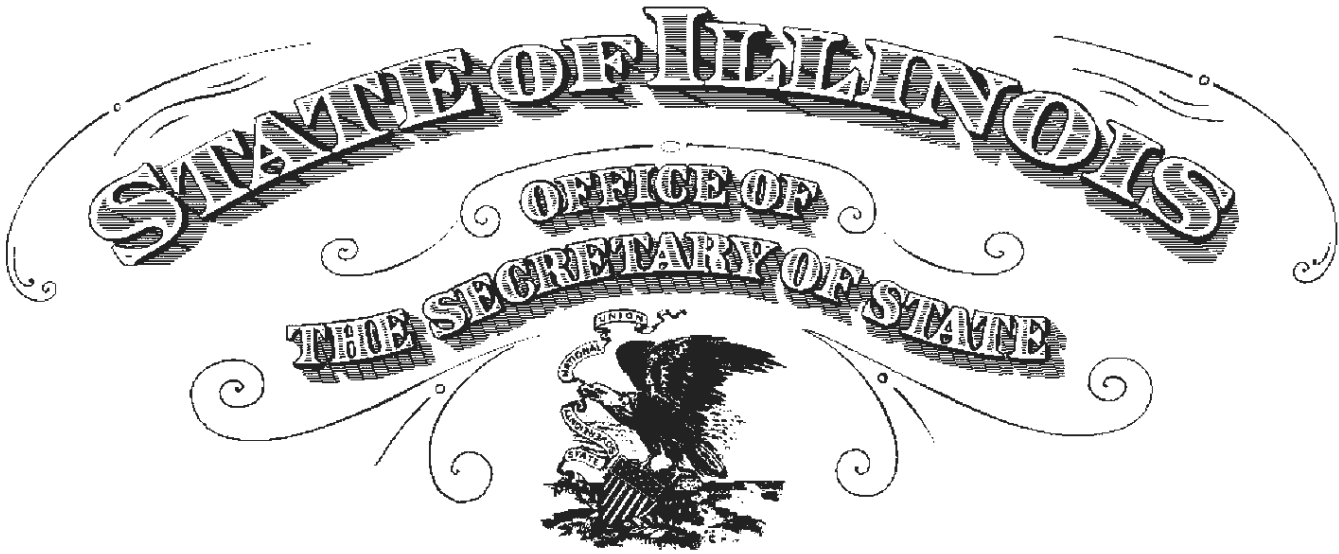
APPEND DOCUMENTATION AS ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 2025 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	15-17
	2	Site Ownership	18-66
	3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	67-68
	4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	69-70
	5	Background of the Applicant	71-74
	6	Change of Ownership	75-76
	7	Charity Care Information	77

Attachment 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

OPHTHALMOLOGY SURGERY CENTER OF ILLINOIS, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON OCTOBER 03, 2018, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

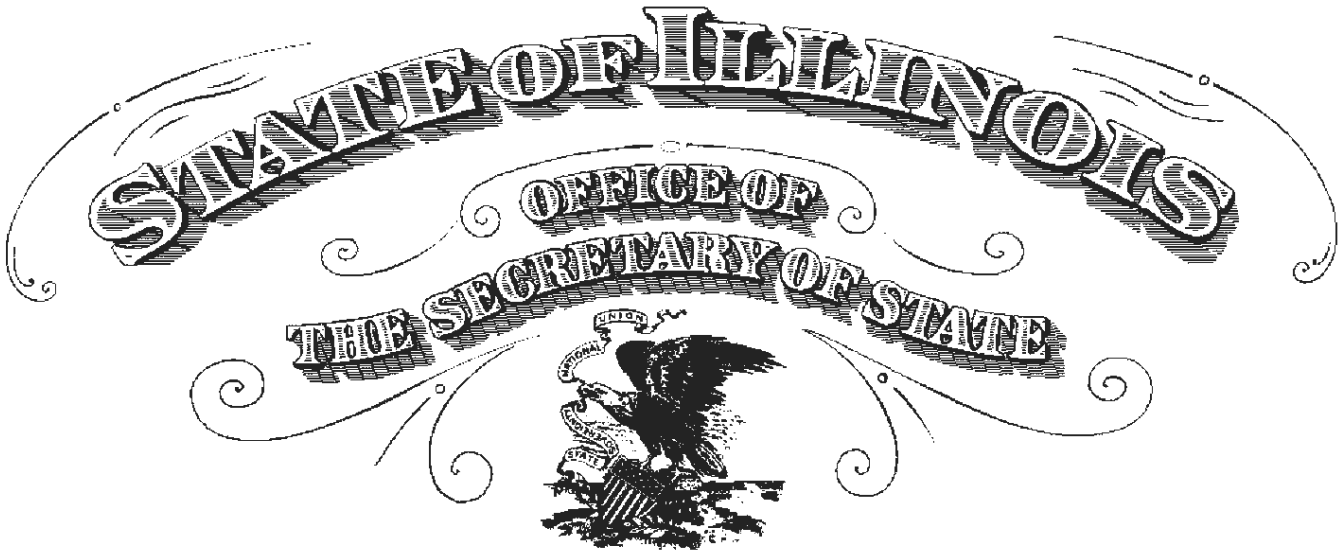


In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 8TH
day of APRIL A.D. 2026 .

Authentication #: 2609801574 verifiable until 04/08/2027

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

Alexi Giannoulis
 SECRETARY OF STATE



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

KOVACH EYE INSTITUTE, LTD., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON NOVEMBER 12, 1998, 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 8TH day of APRIL A.D. 2026 .

Authentication #: 2609801554 verifiable until 04/08/2027

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

Alexi Giannoulis
SECRETARY OF STATE

Attachment 2

MEDICAL OFFICE LEASE AGREEMENT

THIS MEDICAL OFFICE LEASE AGREEMENT ("**Lease**") is made and entered into between **H.P. 1300 ARLINGTON HEIGHTS ROAD, L.L.C.**, an Illinois limited liability company ("**Landlord**") and **OPHTHALMOLOGY SURGERY CENTER OF ILLINOIS, LLC**, an Illinois limited liability company ("**Tenant**") dated as of August 12, 2019. Simultaneously herewith an affiliate of Tenant, Kovach Eye Institute, Ltd., an Illinois corporation (the "**Institute**") entered into that certain Medical Office Lease Agreement (as the same shall be amended, the "**Medical Office Lease**") whereby the Institute leases 2,196 square feet on the first (1st) floor from Landlord (the "**Office Premises**").

1. **Basic Provisions and Definitions.** This Paragraph contains the basic lease provisions between Landlord and Tenant.

A. **Building:** That certain building located on the Real Property located at 1300 Arlington Heights Road, Itasca, Illinois which is part of a certain development in Itasca, Illinois (the "**Development**"). "**Real Property**" shall mean the parcel(s) of real estate upon which the Building is located. The Building, Real Property and any and all improvements, fixtures and common areas now or hereafter placed, constructed or erected thereon shall be referred to herein as the "**Project**".

B. **Premises:** Suite 150 located on the first (1st) floor of the Building as outlined on Exhibit A hereto.

C. **Commencement Date:** The earlier to occur of (i) the date that Tenant occupies the Premises or the Institute occupies the Office Premises for the conduct of business; or (ii) January 1, 2020.

D. **Expiration Date:** The last full day of the Term, unless terminated or extended pursuant to any provision hereof.

E. **Term.** The period of approximately one hundred twenty nine (129) months beginning on the Commencement Date and ending on the Expiration Date which shall be (i) the last day of the one hundred twenty ninth (129th) month of the Term if the Commencement Date is the first day of the month or (ii) the last day of the month in which the one hundred twenty ninth (129th) month anniversary of the Commencement Date occurs if the Commencement Date is other than the first day of the month.

F. **Rentable Area:** The rentable area of the Premises shall be deemed to be 8,710 square feet, and the rentable area of the Building shall be deemed to be 108,332 square feet, subject to Paragraph 29.

G. **Tenant's Share:** 8.04% subject to Paragraph 5 and 29.

H. **Base Rent:** Tenant shall pay Base Rent for the Premises in accordance with the terms of this Lease (subject to the abatement provided in Paragraph 4 below) at an annual rate of Fourteen Dollars and 00/100 (\$14.00) per rentable square foot for the first Lease Year of the Term. Annual Base Rent shall increase at the commencement of each succeeding Lease Year by Fifty Cents (\$0.50) per rentable square foot. The term "**Lease Year**" as used herein shall mean a period of twelve (12) consecutive full calendar months. The first Lease Year shall begin on the Commencement Date if the Commencement Date shall occur on the first day of a calendar month; if not, then the first Lease Year shall commence upon the first day of the calendar month next following the Commencement Date. Each succeeding Lease Year shall commence upon the anniversary date of the first day of the first Lease Year.

I. **Additional Rent:** Tenant shall pay Tenant's Share of Taxes and Operating Costs, as further described in Paragraph 5.

J. **Permitted Use:** The operation of an ambulatory surgery center (an "**ASC**") for the performance of all procedures within the scope of ophthalmology practice and ancillary medical office

use, subject to Paragraph 9.

K. **Security Deposit:** \$106,262.00 if a cash security deposit is delivered and \$130,650.00 if it is in the form of a letter of credit, subject to Paragraph 4.

L. **Broker:** Capital Real Estate Partners, representing Tenant, subject to Paragraph 25. Tenant's broker shall be paid by Landlord pursuant to a separate agreement.

M. **Guarantor(s):** None.

N. **Tenant's Work Allowance:** \$304,850.00, subject to Paragraph 8 of Exhibit C.

O. **Landlord's Notice Address (subject to Paragraph 23):** Landlord's address for notice, demands and other deliveries (other than payments) shall be addressed to H.P. 1300 Arlington Heights Road, L.L.C., c/o Hamilton Partners Inc., 300 Park Boulevard, Suite 201, Itasca, IL 60143, Attn: Senior Asset Manager.

P. **Tenant's Notice Address (subject to Paragraph 24):**

Ophthalmology Surgery Center of Illinois, LLC, Attn.: Wes Becton, 152 N. Addison Ave., Elmhurst, Illinois 60126 .

Q. **Rent Payments:** The initial payment of Rent and the Security Deposit (if any) shall be paid to H.P. 1300 Arlington Heights Road, L.L.C., c/o Hamilton Partners Inc., 300 Park Boulevard, Suite 201, Itasca, IL 60143, Attn: Senior Asset Manager. .

R. **Exhibits and Riders:**

Exhibit A	Premises
Exhibit B	Rules and Regulations
Exhibit C	Work Letter
Exhibit D	ROFR Space
Exhibit E	External Equipment Area

The terms of this Paragraph, and the terms defined in Paragraph 29 and other Paragraphs, shall have the meanings specified therefor when used as capitalized terms in other provisions of this Lease or related documentation (except as expressly provided to the contrary therein).

2. **Premises and Term.** In consideration of Tenant's obligation to pay Rent as provided herein, and in consideration of the other terms, provisions, and covenants hereof, Landlord leases to Tenant, and Tenant hereby accepts and leases from Landlord, the Premises for the Term as set forth in Paragraph 1 above.

3. **Condition of Premises.** Tenant has inspected, or had an opportunity to inspect, the Premises (and portions of the Building, Real Property, Systems and Equipment providing access to or serving the Premises), and agrees to accept the same "AS IS", without any representations as to the condition or repair of the Premises, or promises or obligations to alter, remodel or improve the Premises by Landlord, unless such are expressly set forth in this Lease. Landlord shall deliver possession of the Premises to Tenant for the performance of the Work (as such term is defined on Exhibit C) provided the following conditions have been satisfied: Landlord and Tenant have executed this Lease and Tenant has delivered the security deposit required hereunder and certificates evidencing the insurance required to be maintained by Tenant and its contractors pursuant to this Lease. The taking of possession by Tenant for the purpose of performing the Work shall be deemed conclusively to establish that the Premises are in good and satisfactory condition as of when such possession was so taken. Promptly after the occurrence of the Commencement Date, Tenant shall execute and deliver to Landlord a letter of acceptance of delivery of the Premises, such letter to be on Landlord's standard form therefor.

4. **Base Rent, General Provisions Regarding Rent and Security Deposit.**

A. **Base Rent.** Tenant agrees to pay to Landlord for the Premises rent ("**Base Rent**") during the Term of this Lease. Each such monthly installment of Base Rent shall be due and payable without demand on or before the first day of each calendar month succeeding the Commencement Date; provided, however, that Tenant shall pay Base Rent and the initial estimated Tenant's Share of Taxes and Operating Costs for the first full calendar month for which such amounts shall be due when Tenant executes this Lease. Base Rent and Tenant's Share of Taxes and Operating Costs for any fractional calendar month at the commencement or end of the Term shall be prorated. Tenant shall pay Landlord interest on any delinquent payments of Base Rent or any other payment due hereunder from the due date until the date paid at the annual rate equal to five (5) percentage points above the rate announced by JPMorgan Chase Bank, N.A., or its successor as its prime or corporate base lending rate (the "**Interest Rate**"), as from time to time in effect, but not more than the maximum rate permitted by law.

B. **Other Rent.** Base Rent, Taxes, Operating Costs and any other amounts which Tenant is or becomes obligated to pay Landlord under this Lease or other agreement entered in connection herewith are sometimes herein referred to collectively as "**Rent**," and all remedies applicable to the non-payment of rent shall be applicable thereto. Tenant shall pay Rent in good funds without any deduction, recoupment, set-off or counterclaim, and without relief from any valuation or appraisal Laws, except as may be expressly provided in this Lease. The payment of Rent hereunder is independent of each and every other covenant and agreement contained in this Lease. In no event shall a decrease in Taxes or Operating Costs serve to decrease Base Rent. Landlord, in Landlord's sole discretion, may apply payments received from Tenant to any obligations of Tenant then accrued, without regard to such obligations as may be designated by Tenant.

C. **Abated Rent.** Notwithstanding anything to the contrary contained herein, so long as there is no Event of Default under this Lease, Tenant has paid on a timely basis all Rent and Tenant has not assigned the Lease or subleased all or any part of the Premises and is occupying the entire Premises subject to the Lease, monthly Base Rent shall abate for the first three (3) full calendar months of the Term and during the following months: January 2021, February 2021, March 2021, January 2022, February 2022 and March 2022, being a total of nine months of rent abatement (the "**Rent Abatement Period**"). The total amount of monthly Base Rent abated during the Rent Abatement Period shall be referred to herein as the "**Abated Rent**." During the Rent Abatement Period all other costs and charges specified in this Lease other than the Abated Rent shall remain as due and payable pursuant to the provisions of this Lease. If an Event of Default by Tenant shall occur while the foregoing Rent Abatement Period is still in effect, Tenant shall immediately commence paying the full amount otherwise required under this Lease without regard to such Rent Abatement Period. If an Event of Default by Tenant shall occur at any time during the Term which results in a termination of this Lease or Tenant's right to possession of the Premises hereunder, the portion of the Abated Rent unamortized as of the date such Event of Default occurs (with the Abated Rent being deemed to have been amortized in equal monthly installments together with interest thereon at the rate of [eight percent (8%)] per annum over the number of full calendar months in the initial Term following such abatement period) shall immediately become due and payable. Notwithstanding anything to the contrary contained herein, Landlord shall have the option, in connection with any sale or other transfer, recapitalization or financing of the Building, to make a cash payment to Tenant in the amount of any remaining Abated Rent which is due to Tenant under this Paragraph. Upon Landlord's tender of such payment to Tenant by Landlord, Tenant shall no longer be entitled to any Abated Rent pursuant to this Paragraph, and this Paragraph shall have no further force and effect. Landlord shall exercise its option herein by notice given to Tenant at least ten (10) days before the closing of the sale or other transfer, recapitalization or financing of the Building, and Landlord shall make such payment to Tenant on or promptly following the date of such closing.

D. **Security Deposit.** Tenant agrees to deposit with Landlord when Tenant executes this Lease the Security Deposit, which Security Deposit shall be held by Landlord, without obligation for interest, as security for the full, timely and faithful performance of Tenant's covenants and obligations under this Lease, it being expressly understood and agreed that such Security Deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. Upon the occurrence of

any Event of Default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by Law, use such Security Deposit to the extent necessary to make good any arrears of Rent or other payments due Landlord hereunder, and any other damage, injury, expense or liability caused by any Event of Default; and Tenant shall pay to Landlord within five (5) days after written demand therefor the amount so applied in order to restore the Security Deposit to its original amount. Although the Security Deposit shall be deemed the property of Landlord, any remaining balance of such Security Deposit shall be returned by Landlord to Tenant at such time after termination of this Lease when Landlord shall have determined that all Tenant's obligations under this Lease have been fulfilled. Subject to the other terms and conditions contained in this Lease, if the Building is conveyed by Landlord, said Security Deposit may be turned over to Landlord's grantee, and if so, Tenant hereby releases Landlord from any and all liability with respect to said Security Deposit and its application or return.

E. **Letter of Credit.** In lieu of a cash Security Deposit, Tenant shall deliver to Landlord a clean, irrevocable, non-documentary and unconditional Letter of Credit (the "**Letter of Credit**") that meets all of the following requirements:

(i) **Issuing Bank.** the Letter of Credit must be issued by, and able to be drawn upon at a commercial bank, trust company, national banking association or savings and loan association that (1) is acceptable to Landlord from time to time (in Landlord's reasonable discretion), (2) is chartered under the Laws of the United States, any state thereof or the District of Columbia, (3) is insured by the Federal Deposit Insurance Corporation, and (4) has at least one (1) office for banking purposes in the City of Itasca, (the "**Issuing Bank**");

(ii) **Other Requirements.** The Letter of Credit must

- (a) have a term of not less than one year,
- (b) be in form and content satisfactory to Landlord,
- (c) be for the account of Landlord,
- (d) be in the amount of the Security Deposit then required to be deposited hereunder,
- (e) be fully transferable by Landlord to successor owners of the Building without the payment of any fees or charges, it being agreed that if any such fees or charges shall be so imposed, then such fees or charges, shall be paid by Tenant,
- (f) be deemed automatically renewed, without amendment, for consecutive periods of one (1) year each thereafter during the term of this Lease, unless the Issuing Bank sends a notice (the "**Non-Renewal Notice**") to Landlord by certified mail, return receipt requested, not less than thirty (30) days preceding the then expiration date of the Letter of Credit that it elects not to have such Letter of Credit renewed, and

(g) provide Landlord the right, exercisable upon its receipt of the Non-Renewal Notice and by sight draft on the Issuing Bank, to receive the monies represented by the existing Letter of Credit, and in such event, Landlord shall hold such proceeds pursuant to the terms of this Paragraph as a cash security pending the replacement of such Letter of Credit.

(iii) **Adverse Change in Financial Condition or Insolvency.** If at any time the financial condition of the Issuing Bank changes in any materially adverse way (as determined by Landlord in its reasonable discretion), or if the Issuing Bank becomes insolvent or is placed into receivership or conservatorship by the Federal Deposit Insurance Corporation, or any successor or similar entity, or a trustee, receiver or liquidator is appointed for the Issuing Bank, then Landlord, with written notice to Tenant, shall have the right to require Tenant to obtain from a different issuing bank a substitute letter of credit that complies in all respects with the

requirements in this Paragraph within five (5) business days after Tenant receives such written notice. Upon Tenant's delivery of such substitute letter of credit, (i) Landlord shall return the Letter of Credit to Tenant; (ii) such substitute letter of credit shall become the "Letter of Credit" hereunder; and (iii) the issuing bank of such substitute letter of credit shall become the "Issuing Bank" hereunder. If Tenant does not timely obtain such substitute letter of credit, then immediately thereafter, and notwithstanding anything to the contrary in this Lease (including without limitation Paragraph 17), Landlord shall have the right to draw upon the Letter of Credit in whole or in part and without notice to Tenant.

(iv) Use and Return of Letter of Credit. If an Event of Default shall have occurred with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Rent, Landlord may apply or retain the whole or any part of any cash security so deposited or may notify the Issuing Bank and thereupon receive all the monies represented by the Letter of Credit and use, apply, or retain the whole or any part of such proceeds, as provided in this Paragraph. Any portion of the cash proceeds of the Letter of Credit not so used or applied by Landlord in satisfaction of the obligations of Tenant as to which such Event of Default shall have occurred shall be retained by Landlord as a cash Security Deposit as provided herein. If Landlord applies or retains any part of the cash security or proceeds of the Letter of Credit, as the case may be, Tenant shall, within five (5) days after written demand therefor, deposit with Landlord the amount so applied or retained so that Landlord shall have the full Security Deposit required pursuant to this Paragraph on hand at all times during the Term. If Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the Letter of Credit shall be returned to Tenant within thirty (30) days after the expiration or earlier termination of the Term and Tenant's vacation and surrender of the Premises as required by this Lease. In the event of a sale of Landlord's interest in the Premises, within thirty (30) days of notice of such sale, Tenant, at Tenant's sole cost and expense, shall arrange for the transfer of the Letter of Credit to the new landlord, as designated by Landlord, or have the Letter of Credit reissued in the name of the new landlord and Landlord shall thereupon be released by Tenant from all liability for the return of the Letter of Credit; provided, however, that if the Letter of Credit is reissued, Landlord shall return the original Letter of Credit issued in Landlord's name to Tenant.

(v) Reduction of Security Deposit. Notwithstanding the foregoing, and subject to satisfaction by Tenant of the condition precedent that Tenant has consistently and timely made all payments of Rent due and payable under this Lease when due and was not delinquent in any payment thereof through the fourth (4th) anniversary of the Commencement Date (the "**Reduction Date**"), and that no non-monetary Event of Default has occurred, Tenant shall have the right to reduce the amount of the Letter of Credit (or the cash Security Deposit, if applicable) to \$53,131.00 on the Reduction Date. Provided all of the conditions to a reduction of the Security Deposit have been satisfied, Tenant may deliver the replacement Letter of Credit to Landlord in the reduced amount to Landlord at any time after the Reduction Date. Notwithstanding the foregoing, in the event of the occurrence of any Event of Default under this Lease, Tenant shall be obligated to immediately cause a supplemental Letter of Credit satisfying the criteria as set forth in this Lease to be issued to Landlord (or shall immediately deposit with Landlord an additional cash Security Deposit, if applicable) in an amount equal to the difference between the amount of the original Letter of Credit (or cash Security Deposit if applicable) and the amount of the Letter of Credit (or cash Security Deposit if applicable) in Landlord's possession at the time of such Event of Default.

5. Taxes and Operating Costs. Tenant's Share of Taxes and Operating Costs are sometimes referred to in this Lease as "**Additional Rent**".

A. Taxes. Tenant shall pay to Landlord as Additional Rent Tenant's Share of Taxes in the manner described below. "**Taxes**" shall mean all federal, state and local governmental taxes, assessments and charges (including transit or transit district taxes or assessments) of every kind or nature, whether general, special, ordinary or extraordinary, which Landlord shall pay or become obligated to pay because of or in connection with the ownership, leasing, management, control or operation of the Building and Real Property, or of the personal property, fixtures, machinery, equipment,

systems and apparatus located therein or used in connection therewith (including any rental or similar taxes levied in lieu of or in addition to general real and/or personal property taxes). There shall be included in Taxes for any year the amount of all fees, costs and expenses (including reasonable attorneys' fees) paid by Landlord during such year in seeking or obtaining any refund or reduction of Taxes; provided, however, Landlord shall have no obligation to undertake any contest, appeal or other procedure to obtain a refund or reduction of Taxes. Taxes in any year shall be reduced by the net amount of any tax refund received by Landlord during such year. If a special assessment payable in installments is levied against the Real Property, Taxes for any year shall include only the installment of such assessment and any interest payable or paid during such year. Taxes shall not include any federal, state or local sales, use, franchise, capital stock, inheritance, general income, gift or estate taxes.

B. **Operating Costs.** Tenant shall pay to Landlord as Additional Rent Tenant's Share of Operating Costs in the manner described below. As used in this Lease, the term "**Operating Costs**" shall mean any and all expenses, costs and disbursements (other than Taxes) of any kind and nature whatsoever incurred by Landlord in connection with the ownership, leasing, management, maintenance, operation and repair of the Building and Real Property (including, without limitation, the costs of maintaining and repairing parking lots, parking structures, and easements, property management fees, salaries, fringe benefits and related costs for building staff, insurance costs of every kind and nature, heating and air conditioning costs, common area utility costs such as electricity, sewer and water charges, the costs of repairs, maintenance and decorating and the Building's and/or Real Property's share of costs of the Development) which Landlord shall pay or become obligated to pay in respect of a calendar year (regardless of when such Operating Costs were incurred), **except** the following: (i) costs of alterations of tenants' premises; (ii) costs of capital improvements other than those specifically included in Operating Costs; (iii) depreciation; (iv) interest and principal payments on Mortgages; (v) real estate brokers' leasing commissions or compensation; (vi) any cost or expenditure (or portion thereof) for which Landlord is reimbursed, whether by insurance proceeds or otherwise, and (vii) cost of any service furnished to any other occupant of the Building which Landlord does not provide to Tenant hereunder. Notwithstanding anything contained herein to the contrary, the costs of any improvements or replacements which are capital in nature which are (a) intended to improve security or safety at the Building; (b) intended to reduce Operating Costs or increase efficiency of the Building; or (c) required under any Laws shall be included in Operating Costs provided such costs shall be fully amortized over the useful life of the improvement by Landlord in equal annual installments in accordance with sound accounting and management principles consistently applied, with interest on the unamortized costs at an annual rate equal to the prevailing construction loan rate available to Landlord on the date the cost of such improvement was incurred.

C. **Allocation.** Tenant acknowledges that certain costs of management, operation and maintenance of the Development are contractually allocated among all of the buildings in the Development, including the Building, using methods of allocation that are reasonable and appropriate for the circumstances. Tenant hereby consents to such contractual allocations provided that the determination of such costs and the allocation of all or part thereof to Operating Costs hereunder shall be in accordance with generally accepted accounting principles applied on a consistent basis. Landlord may, in a reasonable manner, allocate insurance premiums for so-called "blanket" insurance policies which insure other properties as well as the Building and said allocated amount shall be deemed to be an Operating Cost.

D. **Gross Up.** In the event during all or any portion of any calendar year the Building is not fully rented and occupied, Landlord may elect to make an appropriate adjustment in Operating Costs for such year, employing sound accounting and management principles, to determine Operating Costs that would have been paid or incurred by Landlord had the Building been fully rented and occupied and the amount so determined shall be deemed to have been Operating Costs for such year. The gross up provided herein shall only apply to those expenses that vary with the level of occupancy and Landlord shall not collect Operating Costs from Tenant and all other tenants in the Building in an amount in excess of what Landlord incurs for the items included in Operating Costs. Similarly, if Landlord is not furnishing any particular utility or service to a tenant during any period (the cost of which, if performed by Landlord, would be included in Operating Costs), Landlord may for such period exclude the rentable area of such tenant from the rentable area of the Building in computing Tenant's Share of the component of Operating Costs for such utility or service.

E. **Estimated Payments.** During December of each year or as soon thereafter as practicable, Landlord shall give Tenant written notice of its estimate of amounts payable under Subparagraphs A and B above for the ensuing calendar year. On or before the first day of each month thereafter, Tenant shall pay to Landlord as Additional Rent one-twelfth (1/12th) of such estimated amounts, provided that if such notice is not given in December, Tenant shall continue to pay on the basis of the prior year's estimate until the first day of the month after the month in which such notice is given, whereupon Tenant shall: (i) thereafter pay the new estimated amount, and (ii) pay the difference between the new and former estimates for the period from January 1 of the current calendar year through the date that Tenant begins to pay the new estimated amount. If at any time it appears to Landlord that the amounts payable under Subparagraph A and/or B above for the then current calendar year will vary from its estimate by more than five percent (5%), Landlord may, by written notice to Tenant, revise its estimate for such year, and subsequent payments by Tenant for such year shall be based upon such revised estimate.

F. **Reconciliation.** Within one hundred and eighty (180) days after the close of each calendar year or as soon thereafter as practicable, Landlord shall deliver to Tenant a statement showing the Taxes under Subparagraph A and the Operating Costs under Subparagraph B above for such calendar year and Tenant's Share thereof; provided that Landlord's right to collect Tenant's Share of Taxes and Tenant's Share of Operating Costs for the previous year shall not be affected if Landlord fails to deliver such statement within such 180 day period. If such statement shows an amount due from Tenant that is less than the estimated payments previously paid by Tenant for such calendar year, it shall be accompanied by a refund of the excess to Tenant. If such statement shows an amount due from Tenant that is more than the estimated payments previously paid by Tenant for such calendar year, Tenant shall pay the deficiency to Landlord, as Additional Rent, within thirty (30) days after delivery of the statement.

G. **Examination of Landlord's Books.** Tenant, at its sole cost and expense (or any certified public accounting firm acting for Tenant on a non-contingent fee basis) shall have the right to examine Landlord's books and records of Operating Costs (excluding any confidential or proprietary information of Landlord) during normal business hours within thirty (30) days following the furnishing of the statement to Tenant. Unless Tenant takes written exception to any item within thirty (30) days following the furnishing of the statement of Tenant, such statement shall be considered as final and accepted by Tenant. The taking of exception to any item shall not excuse Tenant from the obligation to make timely payment based upon the statement as delivered by Landlord and Tenant shall not be permitted to examine Landlord's books and records when an Event of Default exists hereunder. Tenant shall keep all information acquired as a result of Tenant's exercise of its rights hereunder confidential and shall not disclose same to any other person not a party hereto without the prior written consent of Landlord. Any auditor hired by Tenant shall be required to sign a nondisclosure agreement and agree in writing that the results of any audit may not be used to solicit the business of other tenants at the Building or any other Building owned by Landlord or its affiliates.

H. **Proration.** Any payment to be made pursuant to this Paragraph 5 with respect to the calendar year in which this Lease commences or terminates shall be prorated.

I. **Controllable Cap.** Notwithstanding anything to the contrary contained in this Lease, for the purpose of calculating Tenant's Share of Operating Costs, annual increases in Controllable Operating Costs beginning with the second calendar year shall not increase by more than five percent (5%) of Controllable Operating Costs for the preceding year increased on a cumulative, compounding basis ("**Controllable Cap**"). As used herein, the term "**Controllable Operating Costs**" shall mean all Operating Costs **except** the following: Taxes, union labor costs, security costs, weather-related costs, (including, but not limited to, snow removal costs), costs incurred to comply with Laws, utilities, insurance and any other costs beyond Landlord's reasonable control. Tenant shall remain fully liable in each year for the whole amount of Tenant's Share of Operating Costs which are not Controllable Operating Costs.

6. **Electric Service; Telecommunications.**

A. **Electricity.** The Premises shall be separately metered and electricity for lighting and convenience outlets shall not be furnished by Landlord. Tenant shall contract directly with the public

utility company furnishing electric service to the Building for electricity for lighting and convenience outlets. Landlord shall permit Tenant to receive such service direct from such utility company at Tenant's cost, and shall permit Landlord's wire and conduits to the extent available, suitable and safely capable, to be used for such purposes. Tenant shall make no alterations or additions to the electric systems and equipment in the Premises or the Systems and Equipment in the Building without the prior written consent of Landlord in each instance. All work associated with electrical connections shall be performed in accordance with the terms and conditions of Paragraph 7 (or Exhibit C if applicable). Tenant covenants and agrees that at all times its use of electric current shall never exceed the capacity of the feeders to the Building or the risers or wiring installed thereon. Notwithstanding the foregoing, Landlord reserves the right to provide electricity to the Premises in whole or in part, and in such event Tenant agrees to purchase such electricity from Landlord, at Landlord's then current charges at rates which shall not exceed the reasonably competitive rates for such service charged to tenants by other electrical utility providers in Itasca, Illinois for space comparable in size to the space leased to Tenant.

B. **Telecommunications.** Tenant shall arrange for telephone service directly with one or more of the public telephone companies servicing the Building and shall be solely responsible for paying for such telephone service provided that Landlord shall have the right to impose reasonable controls and to restrict and control access to telephone cabinets and risers at the Building and to require all such access to be coordinated with the Building's riser manager. Tenant agrees to abide by any and all rules and regulations established by Landlord from time to time relative to telephone riser management at the Building. Tenant shall be responsible for and shall pay all costs and fees incurred in connection with the installation of telephone or other telecommunications cables and related wiring in the Premises, including, without limitation, any hook-up charges related to the installation of such wires and cables in the Premises and the commencement of service therein, and the maintenance thereafter of such wire and cables. To the extent Tenant requires access to the telephone closets, risers or other telephone cables at the Building, as contemplated by this Paragraph, Tenant shall pay directly to Landlord's riser management service provider any reasonable charge imposed by said service provider in furnishing coordination services to Tenant (or, at Landlord's election, such charges may be included in Operating Costs hereunder). If Tenant fails to maintain all telephone cables and related wiring in the Premises and such failure affects or interferes with the operation or maintenance of any other telephone cables or related wiring in the Building, Landlord or any vendor hired by Landlord may enter into and upon the Premises forthwith and perform such repairs, restorations or alterations as Landlord deems necessary in order to eliminate any such interference (and Landlord may recover from Tenant all of Landlord's costs in connection therewith and Landlord shall have no liability to Tenant by reason thereof).

C. **Interruptions.** Any interruption, diminution, delay or discontinuance at any time for any reason in the furnishing of any service under this Paragraph shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord nor any of its agents or employees liable to Tenant, or any of Tenant's employees, agents, customers or invitees or anyone claiming through, by or under Tenant for damages by abatement of rent or otherwise or relieve Tenant from performance of Tenant's obligations under this Lease.

7. **Alterations.** Tenant shall perform the work necessary for Tenant's initial occupancy of the Premises and such work shall be governed by Exhibit C attached hereto. All other improvements to the Premises ("**Alterations**") during the Term shall be installed at the cost and expense of Tenant in a first class, workmanlike manner in strict accordance with plans and specifications which have been previously submitted to and approved in writing by Landlord, which approval shall not be unreasonably withheld, except that Landlord reserves the right to withhold consent in Landlord's sole discretion for Alterations that (a) do not comply with applicable Laws; (b) necessitate other alterations, additions of improvements outside the Premises in order to comply with applicable Laws; (c) affect the structure, safety, efficiency or security of the Building or Premises, the Systems and Equipment, or (d) affect the appearance of the Premises from any common or public areas. All Alterations shall be installed by Landlord or by contractors, subcontractors and suppliers approved in writing by Landlord, which approval shall not be unreasonably withheld. In addition, Landlord reserves the right to impose other reasonable requirements as a condition of such consent or otherwise in connection with any Alterations, including requirements that Tenant: (i) obtain and post permits, (ii) provide additional insurance, bonds and/or other reasonable security and/or documentation protecting against damages, liability and liens, (iii) permit Landlord or its representatives to inspect the Alterations at reasonable times, (iv) construct

the Alterations in a manner such as to not unreasonably interfere with the use by other tenants and/or Landlord in the Building; (v) furnish Landlord with plans for such Alterations and as-built drawings upon completion; and (vi) comply with such other reasonable requirements as Landlord may impose concerning the manner and times in which such Alterations shall be done. If Landlord consents, inspects, supervises, recommends or designates any architects, engineers, contractors, subcontractors or suppliers, the same shall not be deemed a warranty as to the adequacy of the design, workmanship or quality of materials, or compliance of the Alterations with the plans and specifications or any Laws. In connection with any request for an approval of Alterations by Tenant, Landlord may retain the services of an architect and/or engineer and Tenant shall reimburse Landlord for the reasonable fees of such architect and/or engineer.

All installations, additions (including any External Equipment (as defined below)), partitions, hardware, ductwork, mechanical elements and any fixtures and improvements, temporary or permanent (including the Work, if any, and Alterations), except movable furniture and equipment and other personal property or trade fixtures belonging to Tenant, in or upon the Premises and/or the External Equipment Area, whether placed there by Tenant or Landlord, shall, upon the termination of this Lease by lapse of time or otherwise or upon the earlier termination of Tenant's right of possession, become Landlord's property and shall remain upon the Premises and/or the External Equipment Area, all without compensation, allowance or credit to Tenant; **provided, however,** if, at any time prior to termination of this Lease or Tenant's right to possession, Landlord sends Tenant written notice that any installations, additions (including any External Equipment), partitions, hardware, ductwork, electrical elements, mechanical elements, meters, fixtures, equipment and improvements installed by or for the benefit of Tenant must be removed upon the expiration or earlier termination of this Lease, then Tenant, at Tenant's sole cost and expense, shall promptly remove such designated items, and Tenant shall thereafter repair any damage to the Premises, the External Equipment Area or the Building caused by such removal (which shall include the restoration of the Premises, the External Equipment Area and/or the Building to the condition which existed prior to the installation of such items). All such removals and restoration shall be accomplished in a good workmanlike manner by contractors approved in writing by Landlord so as not to damage the primary structure or structural qualities of the Building. All Alterations proposed by Tenant shall be constructed in a first class, professional and workmanlike manner and in accordance with all Laws. All of Tenant's property (including any medical equipment) that is not removed on or before the expiration or earlier termination of the Lease shall be conclusively deemed to have been abandoned and Landlord shall be entitled to keep said property or to dispose of such property at Tenant's cost without incurring any liability to Tenant. If Tenant fails to remove Tenant's property, Landlord may, but shall not be obligated to, store said property at Tenant's sole cost and expense and Landlord may opt to sell said property without payment or credit to Tenant.

Tenant shall pay Landlord a fee for reviewing, scheduling, monitoring, supervising, and providing access for or in connection with all Alterations, in an amount equal to five percent (5%) of the total cost of the Alterations (including costs of plans and permits therefor), and Landlord's reasonable out-of-pocket costs, including any costs for security, utilities, trash removal, temporary barricades, janitorial, engineering, architectural or consulting services, and other matters in connection with the Alterations, payable within thirty (30) days after billing.

8. Utilities and Services.

A. **Standard Utilities and Services.** Landlord shall provide the following utilities and services (the cost of which shall be included in Operating Costs):

(i) Heat and air conditioning to provide a temperature consistent with comparable office buildings in the vicinity, in Landlord's reasonable opinion and in accordance with applicable Law, for reasonable occupancy of the Premises as offices during Building Hours (as defined in Paragraph 29). Landlord shall not be responsible for inadequate air conditioning or ventilation whenever the use or occupancy of the Premises exceeds the normal capacity or design loads of, affects the temperature or humidity otherwise maintained by, or otherwise adversely affects the operation of, the Systems and Equipment for the Building, whether due to items of equipment or machinery generating heat, above normal concentrations of personnel or equipment, or alterations to the Premises made by or through Tenant without balancing the air

or installing supplemental HVAC equipment. In any such case, with at least thirty (30) days advance notice to Tenant, Landlord may: (y) elect to balance the air and/or install, operate, maintain and replace such supplemental HVAC equipment during the Term, at Tenant's expense, as an extra utility or service, or (z) require that Tenant arrange for the same as an Alteration under Paragraph 7.

(ii) Water from city mains for drinking, lavatory and toilet purposes, at those points of supply provided for nonexclusive general use of tenants at the Building, or points of supply in the Premises already existing or installed by or with Landlord's written consent for such purposes.

(iii) Cleaning and trash removal in and about the Common Areas comparable to that provided as a standard service by landlords for office space in comparable office buildings in the vicinity.

(iv) Passenger elevator service (if applicable) at times reasonably determined by Landlord, and freight elevator service (if applicable) subject to reasonable scheduling by Landlord, provided such use shall be in common with Landlord and other parties.

B. Services Provided by Tenant. Tenant at its sole cost shall make all necessary arrangements with the applicable utility or service provider (acceptable to Landlord) for the following utilities and services provided the Premises: (i) any supplemental heating and air conditioning services to the Premises (if any), including arranging for a preventive maintenance contract on such supplemental heating and air conditioning serving the Premises (such contract must be acceptable to Landlord and provide all services suggested by the equipment manufacturer), (ii) garbage and medical waste disposal, (iii) in-Premises janitorial or other housekeeping service, (iv) any other utility, maintenance or other service desired by Tenant and not specifically provided by Landlord in accordance with the terms of this Lease; provided, however, upon reasonable prior notice to Tenant, Landlord may arrange for and pay for delivery to the Building of any of the foregoing services at a reasonable charge and the same

C. Additional Utilities and Services. Landlord shall not be obligated to furnish any services other than those required to be furnished as provided in this Lease. If Landlord elects to furnish services requested by Tenant in addition to those stated above (including services at times other than those stated above), Tenant shall pay Landlord's then prevailing charges for such services. All payments for such extra utilities or services shall be due at the same time as the installment of Base Rent with which the same are billed, or if billed separately, shall be due within thirty (30) days after such billing. If Tenant shall fail to make any such payment, then without notice to Tenant and in addition to all other remedies available to Landlord, Landlord may discontinue any additional services. No discontinuance of any such service shall result in any liability of Landlord to Tenant or be considered as an eviction or a disturbance of Tenant's use of the Premises. In addition, if Tenant's concentration of personnel or equipment adversely affects the temperature or humidity in the Premises or the Building, Landlord may install supplementary air conditioning units in the Premises, and Tenant shall pay for the cost of installation and maintenance thereof. Notwithstanding the foregoing to the contrary, in lieu of charging separately for additional utilities and services, Landlord may reasonably elect from time to time to expand the amounts of services and utilities available without separate charge, in which case the costs thereof shall be included in Operating Costs.

D. Monitoring of Excess Services. Landlord may install and operate meters, submeters or any other reasonable system for monitoring or estimating any services or utilities used by Tenant in excess of those required to be provided by Landlord under this Paragraph (including a system for Landlord's engineer to reasonably estimate any such excess usage). If such system indicates such excess services or utilities, Tenant shall pay Landlord's charges and fees as described in this Subparagraph B above for installing and operating such system and any supplementary air conditioning, ventilation, heat, electrical or other systems or equipment (or adjustments or modifications to the existing Systems and Equipment) which Landlord may make, and Landlord's charges for such excess services or utilities used by Tenant.

E. Interruptions. Any interruption, diminution, delay or discontinuance at any time for any reason in the furnishing of any service under this Paragraph shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord nor any of its agents or employees liable to Tenant, or any of Tenant's employees, agents, customers or invitees or anyone claiming through, by or under Tenant for damages by abatement of rent or otherwise or relieve Tenant from performance of Tenant's obligations under this Lease.

9. Use of Premises. The Premises shall be used for the Permitted Use and for no other purpose. If Tenant is an individual or a group of individuals, Tenant (or each individual in the group) shall be a physician licensed to practice medicine in the state where the Real Property is located. If Tenant is a corporation, limited liability company or partnership, Tenant shall be a qualified health care entity whose shareholders, partners or members are individuals who are physicians licensed to practice medicine in the state where the Real Property is located.

A. Prohibited Uses. Tenant will not occupy or use, nor permit any portion of Premises to be occupied or used, for any business or purpose other than the Permitted Use, for any use or purpose which is unlawful in part or in whole or deemed to be disreputable or undesirable in any manner, or extra hazardous on account of fire, nor permit anything to be done which will render void or in any way increase the rate of fire insurance on the Building or its contents, or which will violate the requirements of any Lenders (as hereinafter defined), the certificates of occupancy issued for the Premises or the Building, or any other requirements, covenants, conditions or restrictions affecting the Building or Real Property at any time, and Tenant, shall immediately cease and desist from such use, paying all costs and expenses resulting therefrom. Tenant shall not commit or allow nor permit any of its employees, invitees, contractors, subcontractors, licensees, subtenants or agents to commit or allow waste upon the Premises or the Building.

B. Compliance with Laws. Tenant shall at its own cost and expense promptly obtain and maintain throughout the Term any and all licenses and permits necessary for the continued use and operation of the Premises for the Permitted Use. Tenant shall comply with all Laws and all state and federal licensing and registration requirements applicable to the use and its occupancy of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of any violations or nuisances in or upon, or connected with, the Premises, all at Tenant's sole expense. If, as a result of any change in the Laws, the Premises must be altered to accommodate Tenant's use and occupancy, such alterations shall be made only with the consent of Landlord (and shall be "Alterations" subject to Paragraph 7), but the entire cost shall be borne by Tenant; provided, that, the necessity of Landlord's consent shall in no way create any liability against Landlord for failure of Tenant to comply with such Laws. Tenant's obligation to comply with all Laws shall include compliance with any and all laws and regulations relating to the operation of an ambulatory surgery center at the Building, including, but not limited to, 42 CFR 416.44, S.C. Code Regulations R.61-91, and National Fire Protection Association regulations for healthcare/ASC occupancy and any other legal regulations required in connection with Tenant's Permitted Use as an ASC (the "**ASC Applicable Laws**"). Notwithstanding anything contained herein to the contrary, the parties hereby agree that Landlord shall have no obligation with respect to compliance with the ASC Applicable Laws and it shall be Tenant's sole responsibility to comply with same and to bear all costs associated therewith.

C. ASC Specific Requirements. If, at any time during the Term, installations and/or equipment are required (either to provide additional services or otherwise) as a result of Tenant's use of the Premises as an ASC or if required by ASC Applicable Laws, Tenant shall be solely responsible for the costs of such additional services and installations and/or equipment. If such installations and/or equipment are to be made to any area outside of the Premises, at Landlord's discretion Landlord may elect to (i) perform the required alterations or install the required equipment (and Tenant shall pay the actual and reasonable costs therefor) or (ii) permit Tenant to perform the required alterations or install the required equipment by engaging such contractors as Landlord generally uses at the Building for such work, or such other contractors as Landlord shall first reasonably approve in writing to perform such work (and all such work performed by Tenant shall be in compliance with Section 7 herein). Further, repairs, inspections and maintenance in the Common Areas and on the Systems and Equipment may be required by ASC Applicable Laws and/or state licensing, certification and accreditation requirements or guidelines for ASCs (the "**ASC Obligations**"). To the extent the ASC Obligations are done by Landlord in the

ordinary course of operating an office building then such costs shall be passed through to all tenants at the Building as part of Operating Costs. To the extent that such ASC Obligations are above and beyond what Landlord provides in the ordinary course of the operation of an office building, Tenant shall be obligated to pay 100% of such additional costs as part of Operating Costs. Notwithstanding the foregoing, Landlord may elect, at Landlord's sole discretion, to require Tenant to perform the ASC Obligations instead of Landlord by engaging such contractors as Landlord generally uses at the Building for such work, or such other contractors as Landlord shall first reasonably approve in writing to perform such work (and all such work performed by Tenant shall be in compliance with Section 7 herein).

10. **Maintenance and Repair.**

A. **Tenant Maintenance and Repairs.** Tenant will maintain the Premises (including all fixtures installed by Tenant, water heaters and other systems and equipment located within or exclusively serving the Premises (including all External Equipment) and plate glass in the interior of the Premises, if any) in good repair, reasonable wear and tear excepted, in a clean and healthful condition and in compliance with Laws. In the event that any repairs, maintenance or replacements are required, Tenant shall promptly notify Landlord and arrange for the same either: (i) through Landlord for such reasonable charges as Landlord may establish from time to time, payable within thirty (30) days after billing, or (ii) by engaging such contractors as Landlord generally uses at the Building for such work, or such other contractors as Landlord shall first reasonably approve in writing to perform such work, all in a first class, workmanlike manner and otherwise in compliance with Paragraph 7 respecting "Alterations". Tenant will not, without the prior written consent of Landlord, paint, install any signs, window or door lettering or advertising media of any type on or about the Premises.

B. **Landlord Maintenance and Repairs.** Landlord shall keep the roof, structure, exterior walls and windows, Systems and Equipment, and any parking and other common areas of the Building and Real Property, in good and sanitary condition, working order and repair (the cost of which shall be included in Operating Costs to the extent permitted in the definition thereof in Paragraph 5).

C. **No Nuisance/Sound Levels.** Tenant will operate its electrical and mechanical systems (including, but not limited to, the External Equipment and any other supplemental equipment), conduct its business and control its agents, employees and invitees in such a manner as not to create any nuisance, nor interfere with, annoy, or disturb other tenants or Landlord in the management of the Building. Without limiting the generality of the foregoing, Tenant shall not permit any sound to emanate from the Premises or any of its equipment in excess of 40 decibels.

D. **Damages.** Tenant shall pay upon demand as additional Rent the full cost of repairing any damage to the Premises, Building or related facilities resulting from and/or caused in whole or in part by the negligence or misconduct of Tenant, its agents, servants, employees, patrons, customers, or any other person entering upon the Real Property as a result of Tenant's business activities or resulting from Tenant's default hereunder.

E. **Rules and Regulations.** Tenant and Tenant's agents, employees, and invitees will comply fully with all rules and regulations of the Building, parking area and related facilities which are described in Exhibit B attached hereto. Landlord shall at all times have the right to change such rules and regulations or to promulgate other rules and regulations in such reasonable manner as may be deemed advisable for the safety, care, and cleanliness of the Building and for the preservation of good order therein. Copies of all rules and regulations, changes, and amendments will be forwarded to Tenant in writing and shall be carried out and observed by Tenant. Tenant shall further be responsible for the compliance with such rules and regulations by Tenant's employees, servants, agents and visitors.

F. **Surrender of Possession.** At termination of this Lease, upon its expiration or otherwise, Tenant shall deliver up the Premises with all improvements located thereon (except as provided in Paragraph 7) in good repair and condition, reasonable wear and tear excepted, broom clean and free of all debris.

11. **Inspections.** Landlord shall have the right to enter the Premises at any reasonable time, for the following purposes: (i) to ascertain the condition of the Premises; (ii) to determine whether

Tenant is diligently fulfilling Tenant's responsibilities under this Lease; (iii) to clean and to make such repairs as may be required or permitted to be made by Landlord under the terms of this Lease; (iv) to show the Premises to current and prospective Lenders, insurers, purchasers, governmental authorities, and their representatives, and during the last nine (9) months of Tenant's occupancy, to show the Premises to prospective tenants and leasing brokers, or (v) to do any other act or thing which Landlord deems reasonable to preserve the Premises and the Building or to exercise other rights of Landlord under this Lease or applicable Laws. Tenant shall give written notice to Landlord at least thirty (30) days prior to vacating and shall arrange to meet with Landlord for a joint inspection of the Premises. In the event of Tenant's failure to give such notice or arrange such joint inspection, Landlord's inspection at or after Tenant's vacating the Premises shall be conclusively deemed correct for purposes of determining Tenant's responsibility for repairs and restoration.

12. **Assignment and Subletting.**

A. **Landlord's Consent Required.** Tenant shall not have the right to assign, mortgage or otherwise encumber, pledge, hypothecate or permit any lien to attach to this Lease (or Tenant's ownership interest therein) or to sublet the whole or any part of the Premises, whether voluntarily or by operation of law, or permit the use or occupancy of the Premises by anyone other than Tenant, without the prior written consent of Landlord, which consent Landlord may withhold in its sole discretion except as provided in Subparagraph D below, and such restrictions shall be binding upon any assignee or subtenant to which Landlord has consented.

B. **Tenant's Notice.** Tenant shall, by notice in writing, advise Landlord of its intention to assign this Lease or sublet all or any part of the Premises for the balance or any part of the Term, and, in such event, Landlord shall have the right, to be exercised by giving written notice to Tenant within thirty (30) days after its receipt of Tenant's notice, (i) to terminate this Lease with respect to the space described in Tenant's notice as of the date stated in Tenant's notice for the commencement of the proposed assignment or sublease, as provided in Subparagraph C below or (ii) to consent or refuse to consent to the proposed assignment or sublease, as described in Subparagraph D below. To be effective, Tenant's notice shall include: (i) the proposed effective date (which shall not be less than thirty (30) nor more than one hundred eighty (180) days after Tenant's notice), (ii) the portion of the Premises to be assigned or subleased, (iii) the terms of the proposed assignment or sublease and the consideration therefor, the name, address and background information concerning the proposed assignee or subtenant, and a true and complete copy of all proposed assignment or sublease documentation, (iv) financial statements (balance sheets and income/expense statements for the current and prior year) of the proposed assignee or subtenant, in form and detail reasonably satisfactory to Landlord, certified by an officer, partner or owner of the proposed assignee or subtenant, (v) at least one favorable financial and business character/reputation reference respecting the proposed assignee or subtenant from a current or recent commercial landlord, and (vi) any other reasonable information to enable Landlord to determine the financial responsibility, character, and reputation of the proposed assignee or subtenant, nature of such assignee's or subtenant's business and proposed use of the space or as Landlord may reasonably request.

C. **Intentionally Omitted.**

D. **Approval.** If Landlord, upon receiving Tenant's notice with respect to any such space, does not exercise its right to terminate as aforesaid, Landlord will not unreasonably withhold or delay its consent to Tenant's assignment of this Lease or subletting the space covered by Tenant's notice. The parties hereby agree that it shall be reasonable under this Lease and under any applicable Law for Landlord to withhold consent to any proposed assignment or sublease where one or more of the following applies (without limitation as to other reasonable grounds for withholding consent): (i) the proposed assignee or subtenant is of a character or reputation or engaged in a business which is not consistent with the quality or nature of the Building or other tenants of the Building, (ii) the proposed assignee or subtenant intends to use the space for purposes which are not permitted under this Lease, would result in more than a reasonable number of occupants, or would require increased services by Landlord, (iii) the space is not regular in shape with appropriate means of ingress and egress suitable for normal renting purposes in compliance with Laws, (iv) the proposed assignee or subtenant is a government, or agency or instrumentality thereof, (v) the proposed assignee or subtenant or any affiliate

thereof is an occupant of the Building or the Development or has negotiated to lease space in the Building or the Development from Landlord during the prior six (6) months, (vi) the proposed assignee or subtenant does not have, in Landlord's good faith determination, satisfactory references or a reasonable financial condition in relation to the obligations to be assumed in connection with the proposed assignment or sublease, (vii) the proposed assignment or sublease involves a partial or collateral assignment, mortgage or other encumbrance on this Lease, a sub-sublease or assignment of a sublease, (viii) the proposed assignment or sublease would cause Landlord to be in violation of any Laws (or require Landlord to comply with additional Laws) or cause a violation of any other lease, mortgage or agreement to which Landlord is a party, or would give a tenant of the Building a right to cancel its lease, or (ix) Tenant has committed and failed to cure an Event of Default. If Tenant disagrees with Landlord's decision to deny approval, Tenant's sole remedy shall be to seek immediate declaratory and injunctive relief.

E. Other Terms. In no event may Tenant sublet, nor will Landlord consent to any sublease of, all or any portion of the Premises if the rent is determined in whole or in part based upon the income or profits derived by the subtenant (other than a rent based on a fixed percentage or percentages of receipts or sales). Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible and liable for all of the terms, provisions and covenants of this Lease, including, but not limited to, the payment of the Rent herein specified and for compliance with all of the obligations hereunder. If there is a guarantor of this Lease, such guarantor shall continue to remain liable under the Guaranty notwithstanding any permitted assignment or subletting. Upon Landlord's request, Tenant shall execute and deliver to Landlord a guaranty of this Lease in form reasonably acceptable to Landlord, by which Tenant shall affirm its primary liability under this Lease, notwithstanding any assignment or subletting. Upon the occurrence of an Event of Default (as hereinafter defined), if the Premises or any part thereof are then sublet, Landlord, in addition to any other remedies herein provided or provided by Law, may, at its option, collect directly from such subtenant all rents due and becoming due to Tenant under such sublease and apply such rent against any sums due to Landlord from Tenant hereunder, and no such collection shall be construed to constitute a novation or a release of Tenant from the further performance of Tenant's obligations hereunder. Tenant shall pay to Landlord, on demand, a service charge of \$2,000.00 for the processing of the application for the consent and for the preparation of the consent plus any reasonable attorneys' fees incurred by Landlord. Such service charge shall be collectible by Landlord whether or not consent is granted by Landlord. Tenant shall not be obligated to pay the service charge in connection with a Permitted Transfer (as such term is defined below).

F. Effect of Assignment or Sublease. Any assignment or subletting by Tenant of all or any portion of the Premises or termination of the Lease for a portion of the Premises pursuant to this Paragraph shall automatically operate to terminate each and every option or similar right, if any exist, belonging to Tenant, including by way of illustration, but not limitation, any option to expand its Premises or to extend or renew the term of Tenant's Lease for all or any portion of the Premises - i.e., such options or similar rights shall cease as to both space sublet or assigned and as to any portion of the original Premises retained by Tenant.

G. Certain Transfers. If Tenant is a corporation, any transaction or series of transactions (including without limitation any dissolution, merger, consolidation or other reorganization of Tenant, or any issuance, sale, gift, transfer or redemption of any capital stock of Tenant, whether voluntary, involuntary or by operation of law, or any combination of any of the foregoing transactions) resulting in the transfer of control of Tenant (whether indirect or direct change of control), other than by reason of death, shall be deemed to be a voluntary assignment of this Lease by Tenant subject to the provisions of this Paragraph. If Tenant is a partnership or limited liability company, any transaction or series of transactions (including without limitation any withdrawal or admittance of a partner or member or any change in any partner's or member's interest in Tenant, whether voluntary, involuntary or by operation of law, or any combination of any of the foregoing transactions) resulting in the transfer of control of Tenant, other than by reason of death, shall be deemed to be a voluntary assignment of this Lease by Tenant subject to the provisions of this Paragraph. The term "control" as used in this Lease means the power to directly or indirectly direct or cause the direction of the management or policies of Tenant.

H. Intentionally Omitted.

I. Permitted Transferees. Notwithstanding anything to the contrary contained in this Article 12, Tenant may, without obtaining or seeking the consent of Landlord, assign this Lease or sublet all or any portion of the Premises to an entity (a "**Tenant Affiliate**") which controls, is controlled by or is under common control with Tenant or which results from a merger or consolidation with Tenant or the sale of all or substantially all of Tenant's assets, partnership or membership interests, or capital stock (each of the foregoing, including a Tenant Affiliate, are sometimes referred to herein as a "**Permitted Transferee**"), provided the following conditions are satisfied and evidence of (ii) and (iii) set forth below is delivered to Landlord at least ten (10) days prior to the date of the transfer :

(i) On the effective date of any such assignment or sublease, this Lease shall be in full force and effect, Tenant shall not then be in default under any provision of this Lease, and no termination of this Lease or termination of Tenant's right of possession shall have occurred nor shall have any notice of termination of this Lease been given under any other provision of this Lease;

(ii) On the effective date of any such assignment, the assignee shall have a net worth not less than the net worth of Tenant as of the date of this Lease or as of the effective date of the proposed assignment, whichever is greater (the term "**net worth**" meaning the excess of total assets over total liabilities, in each case as determined in accordance with generally accepted accounting principles consistently applied, as evidenced by financial statements reasonably acceptable to Landlord);

(iii) A copy of the executed assignment or sublease shall be delivered to Landlord. Such assignment shall be accepted by the assignee and shall provide that the assignee shall assume and be bound by all the covenants, agreements, obligations and liabilities of Tenant under this Lease. Such sublease shall provide that it is subject to the terms, provisions and conditions of this Lease and that the sublessee shall assume and be bound by all of Tenant's obligations, covenants, agreements and liabilities under this Lease with respect to the subleased portion of the Premises with the exception of Tenant's obligation to pay Rent to Landlord ; and

(iv) No such assignment or sublease shall release or be construed as releasing any obligation of Tenant under this Lease, and if Landlord so requires, as a condition precedent to the effectiveness of such assignment or sublease, Tenant shall execute an instrument ratifying and confirming such obligations.

If at any time after the effective date of such an assignment or sublease to a Tenant Affiliate, the assignee or subtenant, as applicable, ceases to be a Tenant Affiliate, such event shall be deemed to be a voluntary assignment of this Lease, or sublease of the applicable portion of the Premises by Tenant, as applicable, subject to the provisions of this Section.]

13. Fire and Casualty Damage.

A. Termination by Landlord. If the Building or Premises are rendered partially or wholly untenantable by fire or other casualty, then Landlord may, at its sole option, terminate this Lease as of the date of such fire or casualty: (i) if such damage cannot, in Landlord's reasonable estimation, be materially restored within one hundred and eighty (180) days of such damage without the payment of overtime or other premiums, (ii) more than twenty-five percent (25%) of the Premises is affected by the damage and fewer than twenty-four (24) months remain in the Term, or any material damage occurs to the Premises during the last twelve (12) months of the Term, (iii) the damage is not fully covered, except for reasonable deductible amounts, by Landlord's insurance policies, or (iv) the cost of the repairs, alterations, restoration or improvement work would exceed thirty-five percent (35%) of the replacement value of the Building (whether or not the Premises are affected by the damage). Landlord shall exercise its option provided herein by written notice within ninety (90) days of such fire or other casualty (such termination notice to include a termination date providing at least thirty (30) days for Tenant to vacate the Premises). For purposes hereof, the Building or Premises shall be deemed "materially restored" if they are in such condition as would not prevent or materially interfere with

Tenant's use of the Premises for the purpose for which it was then being used. Tenant agrees that the abatement of Rent and right to terminate provided below shall be Tenant's sole recourse in the event of such damage, and waives any other rights Tenant may have under any applicable Law to perform repairs or terminate the Lease by reason of damage to the Premises or Building. Notwithstanding anything contained herein to the contrary, in no event shall Tenant be entitled to terminate the Lease or receive an abatement of Rent if the casualty is caused in whole or in part due to any act or omission of Tenant or its employees, invitees, agents or licensees.

B. Repair by Landlord. If this Lease is not terminated pursuant to Subparagraph A, then Landlord shall proceed with commercial due diligence to repair and restore the Building or Premises, as the case may be. In no event shall Landlord be required to rebuild, repair or replace any part of the partitions, fixtures, additions including the Work and any Alterations which may have been placed in or about the Premises by Tenant. Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof. Tenant agrees and acknowledges that Landlord shall be entitled to the proceeds of any insurance coverage carried by Tenant relating to improvements to the Premises, to the extent Landlord is obligated under this Paragraph to repair or restore damage to those items covered by such insurance or if this Lease terminates.

C. Abatement of Rent; Termination by Tenant. If this Lease shall be terminated pursuant to this Paragraph, the Term of this Lease shall end on the date of such damage as if that date had been originally fixed in this Lease for the expiration of the Term hereof. If this Lease shall not be terminated by Landlord pursuant to this Paragraph and if the Premises is untenantable in whole or in part following such damage, the Rent payable during the period in which the Premises is untenantable shall be reduced to such extent, if any, as may be fair and reasonable under all of the circumstances. In the event that Landlord should fail to complete the repairs and material restoration required to be performed by Landlord hereunder within one hundred eighty (180) days after commencing such repairs, Tenant may at its option and as its sole remedy terminate this Lease by delivering written notice to Landlord within ten (10) days after the end of such 180-day period, whereupon the Lease shall end on the date of such notice as if the date of such notice were the date originally fixed in this Lease for the expiration of the Term hereof; provided however, that if construction is delayed because of changes, deletions, or additions in construction requested by or other delays caused by Tenant, strikes, lockouts, casualties, acts of God, war, material or labor shortages, governmental regulation or control or other causes beyond the reasonable control of Landlord, the period for restoration, repair or rebuilding shall be extended for the amount of time Landlord is so delayed.

D. Rights of Lender. Notwithstanding anything herein to the contrary, in the event that any Lender requires that any insurance proceeds be applied to the Mortgage, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by any such Lender, whereupon the Lease shall end on the date of such damage as if the date of such damage were the date originally fixed in this Lease for the expiration of the Term hereof.

E. Removal by Tenant. In the event of any damage or destruction to the Building or the Premises by any peril covered by the provisions of this Paragraph, Tenant shall, upon notice from Landlord, remove forthwith, at its sole cost and expense, such portion or all of the property belonging to Tenant from such portion or all of the Building or the Premises as Landlord shall request and Tenant hereby indemnifies and holds Landlord harmless from any loss, liability, costs, and expenses, including attorney's fees, arising out of any claim of damage or injury as a result of any alleged failure to properly secure the Premises prior to such removal and/or such removal.

14. Indemnity; Insurance.

A. Release and Indemnity. To the extent permitted by Law, Landlord shall not be liable for and Tenant will indemnify, defend and hold Landlord harmless from any loss, liability, costs and expenses, including attorney's fees, arising out of any negligence, willful misconduct or actions or any breach of this Lease by Tenant, its agents, contractors, employees, subtenants, invitees or by any other person entering the Premises or the Building under express or implied invitation of Tenant or in any way

arising out of Tenant's use (or use by Tenant's agents, contractors, employees, subtenants or invitees) of the Premises or the Building. To the extent permitted by Law, Landlord shall not be liable to Tenant or Tenant's agents, contractors, employees, subtenants, invitees or any person entering upon the Building or the Real Property in whole or in part because of Tenant's use (or use by Tenant's agents, contractors, employees, subtenants or invitees) of the Premises or the Building for any damage to persons or property due to condition, design, or defect in the Building or its mechanical or other systems which may exist or occur, and Tenant assumes all risks of damage to such persons or property, except to the extent caused by Landlord's gross negligence or willful misconduct. To the extent permitted by Law, Landlord shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or other matter beyond control of Landlord, or for any injury or damage or inconvenience, which may arise through repair or alteration of any part of the Building, or failure to make repairs, or from any cause whatsoever except Landlord's willful acts or gross negligence.

B. Tenant's Insurance. Tenant, at its expense, shall maintain in force during the Term:

(i) commercial general liability insurance, which shall include coverage for personal liability, contractual liability, tenant's legal liability, bodily injury, death and property damage, all on an occurrence basis with respect to the business carried on, in or from the Premises and Tenant's use and occupancy of the Premises, with coverage for any one occurrence or claim of not less than \$3,000,000 or such other amount as Landlord may reasonably require upon not less than six (6) months' notice;

(ii) "Special Form (all risk)" physical damage insurance including fire, sprinkler leakage, vandalism and extended coverage for the full replacement cost of the Work, Alterations, and all other additions, improvements and alterations to the Premises (providing that Landlord is an additional named insured as its interest may appear) and of all office furniture, trade fixtures, medical appliances, office equipment, merchandise and all other items of Tenant's property on the Premises;

(iii) Workers' Compensation and Employers' Liability insurance in an amount of not less than \$1,000,000.00, both in accordance with the laws of the State of Illinois; and

(iv) Business income with extra expense insurance (ISO form CP 00 30, or equivalent acceptable to Landlord); and

(v) Medical Professional Liability insurance in the amounts of \$1,000,000 per claim and \$3,000,000 in the aggregate for professional services provided to patients, provided that, if the professional liability policy is combined with the commercial general liability policy then the combined limits shall be as required for such general liability policy above, plus \$1,000,000;

(vi) Such other insurance or coverage as Landlord reasonably requests.

All insurance required to be maintained by Tenant shall be primary and non-contributory and shall be on terms and with insurers reasonably acceptable to Landlord. Each policy of liability insurance (other than Workers' Compensation and Medical Professional Liability) shall include Landlord, all mortgagees and lenders of Landlord, the management company for the Building and others Landlord may from time to time designate as additional insureds. Each policy of property insurance shall contain a waiver by the insurer of any rights of subrogation or indemnity or any other claim to which the insurer might otherwise be entitled against Landlord, the management company for the Building or their respective agents or employees. No material change adverse to Landlord or Tenant will be made, and the policy will not lapse or be cancelled, without at least thirty (30) days' advance written notice to Landlord of the intended change, lapse or cancellation. Tenant shall furnish to Landlord, if and whenever requested by it, copies of policies, policy endorsements, certificates or other evidences acceptable to Landlord as to the insurance from time to time effected by Tenant and its renewal or continuation in force.

C. Waiver of Subrogation. Each of Landlord and Tenant hereby mutually release all claims

against each other for all losses or damage covered or required to be covered hereunder by their respective property or physical damage insurance policies, even if such loss or damage shall have been caused by the fault or negligence of the other party; provided, however, that this release shall be applicable and in force and effect only to the extent that such release shall be lawful at that time and in any event only with respect to loss or damage occurring during such times as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder and then only to the extent of the insurance proceeds payable under such policies. Each Landlord and Tenant agrees that it will request its insurance carriers to include in its policies such a clause or endorsement. If extra cost shall be charged therefor, each party shall advise the other thereof and of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so. If such other party fails to pay such extra cost, the release provisions of this Subparagraph shall be inoperative against such other party to the extent necessary to avoid invalidation of such releasor's insurance.

15. **Condemnation.**

A. **Substantial Taking.** If any substantial part of the Building and/or Real Property or Premises should be taken for any public or quasi-public use under any Law, or by right of eminent domain, or by private purchase in lieu thereof and the taking would prevent or materially interfere with the use of the Building or Premises for the purpose for which it is then being used, this Lease shall terminate effective when the physical taking shall occur in the same manner as if the date of such taking were the date originally fixed in this Lease for the expiration of the Term hereof.

B. **Partial Taking.** If less than a substantial part of the Building and/or Real Property or Premises shall be taken for any public or quasi-public use under any Law, or by right of eminent domain, or by private purchase in lieu thereof, but the taking includes or affects a material portion of the Building and/or Real Property, or Landlord's economical operation thereof, then in such event, Landlord may elect to terminate this Lease upon at least thirty (30) days' prior notice to Tenant. If this Lease is not terminated, then the Rent payable hereunder during the unexpired portion of this Lease shall be reduced to such extent, if any, as may be fair and reasonable under all of the circumstances and Landlord shall undertake to restore the Building and Premises to a condition suitable for Tenant's use, as near to the condition thereof immediately prior to such taking as is reasonably feasible under all the circumstances.

C. **Award.** In the event of any such taking or private purchase in lieu thereof, Landlord and Tenant shall each be entitled to receive and retain such separate awards and/or portion of lump sum awards as may be allocated to their respective interests in any condemnation proceedings; provided that Tenant shall not be entitled to receive any award for Tenant's loss of its leasehold interest, the right to such award being hereby assigned by Tenant to Landlord and further provided that any award payable to Tenant shall not diminish the award available to Landlord or any Lender.

16. **Holding Over.** Tenant will, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession to Landlord. If Tenant retains possession of the Premises or any part thereof after such termination, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes either (i) creation of a month to month tenancy, upon the terms and conditions set forth in this Lease, or (ii) creation of a tenancy at sufferance, in any case upon the terms and conditions set forth in this Lease; provided, however, that the monthly rental (or daily rental under (ii)) shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as additional Rent, be equal to double the Rent being paid monthly to Landlord under this Lease immediately prior to such termination (prorated in the case of (ii) on the basis of a 365 day year for each day Tenant remains in possession). If no such notice is served, then a tenancy at sufferance shall be deemed to be created at the Rent in the preceding sentence. Tenant shall also pay to Landlord all damages, direct and consequential, sustained by Landlord resulting from retention of possession by Tenant, including the loss of any proposed subsequent tenant for any portion of the Premises. The provisions of this Paragraph shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any Rent or any other act in apparent affirmance of the tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed.

17. **Quiet Enjoyment.** Provided there is no Event of Default hereunder, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the Term without hindrance from Landlord subject to the terms and provisions of this Lease.

18. **Events of Default.** Each of the following events shall be deemed to be an "Event of Default" by Tenant under this Lease:

A. **Rent.** Tenant shall fail to pay when or before due any sum of money becoming due to be paid to Landlord hereunder, whether such sum be any installment of the Base Rent herein reserved, any other amount treated as Additional Rent hereunder, or any other payment or reimbursement to Landlord required herein, and such failure shall continue for a period of five (5) days from the date such payment was due; or

B. **Other Provision of Lease.** Tenant shall fail to comply with any term, provision or covenant of this Lease other than by failing to pay when or before due any sum of money becoming due to be paid to Landlord hereunder, and shall not cure such failure within any period of time following notice expressly provided with respect thereto in this Paragraph or other Paragraphs hereof, or otherwise thirty (30) days (or forthwith, if the default involves a hazardous condition) after written notice thereof to Tenant; or

C. **Abandonment.** Tenant shall abandon or vacate any substantial portion of the Premises ("abandonment" under this Lease shall mean vacating or failing to occupy the Premises for more than thirty (30) days while Tenant is delinquent in paying Rent); or

D. **Failure to Vacate.** Tenant shall fail to vacate the Premises immediately upon termination of this Lease, by lapse of time or otherwise, or upon termination of Tenant's right to possession only; or

E. **Liens.** The leasehold interest of Tenant shall be levied upon under execution or be attached by process of Law or Tenant shall fail to contest diligently the validity of any lien or claimed lien and give sufficient security to Landlord to insure payment thereof or shall fail to satisfy any judgment rendered thereon and have the same released, and such default shall continue for ten (10) days after written notice thereof to Tenant;

F. **Insolvency.** Tenant or any Guarantor shall become insolvent, admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment for the benefit of creditors, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy Laws, as now in effect or hereafter amended, or any other applicable Law of the United States or any state thereof; or

G. **Bankruptcy.** A court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant or any Guarantor a bankrupt, or appointing a receiver of Tenant or any Guarantor, or of the whole or any substantial part of its property, without the consent of Tenant or any Guarantor, or approving a petition filed against Tenant or any Guarantor seeking reorganization or arrangement of Tenant or any Guarantor under the bankruptcy Laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within thirty (30) days from the date of entry thereof.

If Tenant violates the same term or condition of this Lease on two (2) occasions during any twelve (12) month period, and Landlord has provided notice to Tenant thereof within thirty (30) days following each such violation, then Landlord shall have the right to exercise all remedies for any further violations of the same term or condition during the next twelve (12) months without providing further notice or an opportunity to cure such violation. The notice and cure periods herein are intended to satisfy and run concurrently with any notice and cure periods provided by Law, and shall not be in addition thereto.

Any Event of Default (as such term is defined in the Medical Office Lease) under the terms and provisions of the Medical Office Lease shall constitute an Event of Default hereunder and any Event of Default under this Lease shall similarly constitute an Event of Default under the Medical Office Lease.

19. **Remedies.** If an Event of Default occurs, Landlord shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Landlord of any other right or remedy allowed it at law or in equity:

A. **Termination of Lease.** Landlord may terminate this Lease, in which event the Term of this Lease shall end, and all right, title and interest of Tenant hereunder shall expire;

B. **Termination of Right of Possession.** Landlord may terminate the right of Tenant to possession of the Premises without terminating this Lease, whereupon the right of Tenant to possession of the Premises or any part thereof shall cease;

C. **Cure by Landlord.** Landlord may cure or correct such Event of Default or take steps to perform any covenant, agreement, condition or provisions of this Lease, and all costs and expenses incurred by Landlord in so doing (including reasonable attorneys' fees) shall be paid by Tenant to Landlord as additional rent upon demand. Landlord's proceeding under the rights reserved to Landlord under this Subparagraph shall not in any way prejudice or waive any rights as Landlord might otherwise have against Tenant by reason of that or any other Event of Default; and

D. **Other Remedies.** 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, and for the enforcement of any other appropriate legal or equitable remedy, including without limitation distraint for rent, injunctive relief, recovery of all money due or to become due from Tenant under any of the provisions of this Lease and recovery of damages incurred by Landlord by reason of the Event of Default.

Notwithstanding anything to the contrary contained in this Lease, Landlord shall not be required to serve Tenant with any notices or demands as a prerequisite to its exercise of any of its rights or remedies under this Lease, other than those notices and demands specifically required under this Lease. To the extent such waiver is permitted by applicable Law, Tenant expressly waives the service of any statutory demand or notice which is a prerequisite to Landlord's commencement of eviction proceedings against Tenant.

E. **Possession.** Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession without termination of the Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Premises in such event with or without process of Law and to repossess Landlord of the Premises as of Landlord's former estate and to expel or remove Tenant and any others who may be occupying or within the Premises and to remove any and all property therefrom, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without incurring any liability for any damage resulting therefrom, Tenant hereby waiving any right to claim damage for such reentry and expulsion, and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law.

F. **Damages upon Termination of Lease.** Upon any termination of this Lease due to the existence of an Event of Default, Landlord shall be entitled to recover as damages, all Rent, including any amounts treated as Additional Rent hereunder, and other sums due and payable by Tenant on the date of termination, plus the sum of (i) an amount equal to the then present value of the Rent, including any amounts treated as Additional Rent hereunder, and other sums provided herein to be paid by Tenant for the residue of the stated Term hereof, less the fair rental value of the Premises for such residue (taking into account the time necessary to obtain a replacement tenant or tenants), (ii) Costs of Reletting, as defined in Subparagraph G, and (iii) any other amounts necessary to compensate

Landlord for all damages caused by Tenant's failure to perform its obligations under this Lease.

G. Damages upon Termination of Possession. Upon any termination of Tenant's right to possession only without termination of the Lease, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as provided in Subparagraph E above, without such entry and possession terminating the Lease or releasing Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay the Rent, including any amounts treated as Additional Rent, hereunder for the full Term. Landlord shall be entitled to recover from Tenant all the fixed dollar amounts of 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 in respect of 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 without limitation court costs and reasonable attorneys' fees and expenses incurred by Landlord in the enforcement of its rights and remedies hereunder, and in addition, Landlord shall be entitled to recover from Tenant from time to time, and Tenant shall remain liable for, all Rent and all other additional sums thereafter 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. Landlord shall use reasonable efforts as required by applicable Law to relet the Premises for such rent and upon such terms as Landlord, in its sole discretion, shall determine (including the right to relet the Premises for a greater or lesser term than that remaining under this Lease, the right to relet the Premises as a part of a larger area, and the right to change the character or use made of the Premises). Landlord and Tenant agree that Landlord shall only be required to use the same efforts Landlord then uses to lease other premises in the Building; provided, however, that Landlord shall not be required to give any preference or priority to the showing or leasing of the Premises over any other space that Landlord may be leasing or have available and that Landlord shall not be required to observe any instruction given by Tenant about such reletting. In any such case, Landlord may, but shall not be required to, make repairs, alterations and additions in or to the Premises and redecorate the same to the extent Landlord deems reasonably necessary to relet the Premises, and Tenant shall, upon demand, pay the cost thereof, together with Landlord's expenses of reletting, including, without limitation, any broker's commission incurred by Landlord (collectively, the "**Costs of Reletting**"). If the consideration collected by Landlord upon any such reletting plus any sums previously collected from Tenant are not sufficient to pay the full amount of all Rent, including any amounts treated as Additional Rent hereunder and other sums reserved in this Lease for the remaining term hereof, together with the Costs of Reletting, Tenant shall pay to Landlord the amount of such deficiency upon demand and Tenant agrees that Landlord may file suit to recover sums falling due under this Subparagraph from time to time.

H. Removal of Property. Any and all property which may be removed from the Premises by Landlord pursuant to the authority of the Lease or of Law, to which Tenant is or may be entitled, may be handled, removed and stored, as the case may be, by or at the direction of Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken by Tenant from storage within ten (10) days after removal from the Premises shall, at Landlord's option, be deemed conveyed by Tenant to Landlord under this Lease as by a bill of sale without further payment or credit by Landlord to Tenant.

I. Late Charge. In the event Tenant fails to pay any installment of Rent, including any amount treated as Additional Rent hereunder, or other sums hereunder as and when such installment or other charge is due, Tenant shall pay to Landlord on demand a late charge in an amount equal to \$250 or five percent (5%) of such installment or other charge overdue in any month, whichever is greater, and such late charge shall be payable each month thereafter until such late payment is paid in full to help defray the additional cost to Landlord for processing such late payments; such late charge shall be Rent hereunder. The provision for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at Law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner. If Landlord receives two (2) or more checks that are returned by Tenant's bank for insufficient funds, Landlord may require that all checks thereafter be bank certified or cashier's checks (without limiting Landlord's other remedies). All bank service charges resulting from any

returned checks shall be borne by Tenant.

J. No Election of Remedies or Waiver. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by Law (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by Landlord or its agents during the Term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or accept a surrender of the Premises shall be valid unless in writing signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Landlord's acceptance of the payment of Rent or other payments hereunder after the occurrence of an Event of Default shall not be construed as a waiver of such Event of Default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord in enforcing one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default. If, on account of any breach or default by Tenant in Tenant's obligations under the terms and conditions of this Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney concerning or to enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any attorney's fees so incurred.

K. Waivers. To the fullest extent permitted by applicable Laws, the parties hereby waive any right to trial by jury in any action, proceeding or counterclaim brought by either party against the other arising out of or relating to this Lease, the Premises or the Building. If Landlord commences any summary proceeding for non-payment of Rent, Tenant will not interpose any non-compulsory counterclaim of whatever nature or description in any such proceeding.

20. Landlord's Lien. In addition to any statutory lien for rent in Landlord's favor, Landlord shall have and Tenant hereby grants to Landlord a continuing security interest for all Rent and other sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper and other personal property of Tenant situated on the Premises, and such property shall not be removed therefrom without the consent of Landlord until all arrearages in Rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged. In the event of an Event of Default under this Lease, Landlord shall have, in addition to any other remedies provided herein or by Law, all rights and remedies under the Uniform Commercial Code, including without limitation the right to sell the property described in this Paragraph at public or private sale. Tenant hereby agrees to execute such financing statements and other instruments necessary or desirable in Landlord's discretion to perfect the security interest hereby created. Any statutory lien for Rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto.

21. Mortgages.

A. Tenant covenants and agrees with Landlord that this Lease is subject and subordinate to any Mortgage which may now or hereafter encumber the Building or the Project or any interest of Landlord therein and/or the contents of the Building, and to any advances made on the security thereof and to any and all increases, renewals, modifications, consolidations, replacements, and extensions thereof. Notwithstanding anything contained in this Lease to the contrary, in the event of any default by Landlord in performing its covenants or obligations hereunder, Tenant shall have no right to terminate this Lease but Tenant shall have the right to actual damages for such breach (subject to the provisions of Paragraph 27); provided, however that Tenant's right to such damages shall not accrue unless and until (a) Tenant gives written notice of default (which notice shall specify the exact nature of said default and how the same may be cured) to Landlord and a Lender who has theretofore notified Tenant in writing of its interest and the address to which notices are to be sent, and (b) Landlord and any Lender fail to commence to cure said default within thirty (30) calendar days from the receipt of such notice from Tenant and shall thereafter fail to promptly prosecute such cure to completion.

B. Whether before or after any foreclosure or power of sale proceedings are initiated or completed by any Lender or a deed in lieu is granted, Tenant agrees, within ten (10) days of written request of any such Lender or any purchaser at such sale, to attorn and pay Rent to such party, and recognize such party as Landlord (provided such Lender or purchaser shall agree not to disturb Tenant's occupancy so long as there is no Event of Default hereunder, on a form of agreement customarily used by, or otherwise reasonably acceptable to, such party). If requested by Lender or its nominee, Tenant shall execute a new lease with Lender or such nominee for a term equal to the remaining term of the Lease and otherwise containing substantially the same terms and conditions of the Lease. However, in the event of attornment, no Lender shall be: (i) liable for any act or omission of Landlord, or subject to any offsets or defenses which Tenant might have against Landlord (arising prior to such Lender becoming Landlord under such attornment), (ii) liable for any security deposit or bound by any prepaid Rent not actually received by such Lender, (iii) bound by any modification of this Lease not consented to by such Lender, or (iv) obligated to commence or complete any construction or restoration of the Project required on the part of the Landlord, unless such obligations are required under the existing Lease. Tenant agrees to give any Lender by certified mail, return receipt requested, a copy of any notice of default served by Tenant upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of service on Tenant of a copy of an assignment of leases, or otherwise) of the address of such Lender. Tenant further agrees that if Landlord shall have failed to cure such default within the time permitted Landlord for cure under this Lease, any such Lender whose address has been provided to Tenant shall have an additional period of thirty (30) days in which to cure (or such additional time as may be required due to causes beyond such Lender's reasonable control, including time to obtain possession of the Building or Real Property by appointment of receiver, power of sale or judicial action). The provisions of this Paragraph shall be self-operative; however Tenant shall execute and deliver, within ten (10) days after request therefor, such documentation as Landlord or any Lender may request from time to time, whether prior to or after a foreclosure or power of sale proceeding is initiated or completed, a deed in lieu is delivered, or a ground lease is terminated, in order to further confirm or effectuate the matters set forth in this Paragraph in recordable form.

C. Tenant acknowledges and agrees that no Lender shall, either by virtue of the Mortgage or otherwise, be or become (i) a mortgagee-in-possession or (ii) subject to any liability or obligation under the Lease or otherwise until such Lender shall have acquired by foreclosure or otherwise the interest of Landlord in the Building or Project. Lender's liability or obligation under the Lease shall extend only to those liabilities or obligations accruing subsequent to the date that Lender has acquired the interest of Landlord in the Building or Project. Upon such acquisition, Lender shall have no obligation, nor incur any liability, beyond Lender's then equity interest, if any, in the Building or Project. In the event of the assignment or transfer of the interest of Lender, all obligations and liabilities of such Lender under shall terminate and, thereupon, all such obligations and liabilities shall be the sole responsibility of the party to whom Lender's interest is assigned or transferred.

D. No cancellation, Material Amendment (as hereinafter defined), or assignment of the Lease, and no subletting or prepayment of more than one month's rent shall be made without any Lender's prior written consent. As used herein, "**Material Amendment**" means any amendment, modification or extension of the Lease, except for minor modifications and amendments entered into in the ordinary course of business, consistent with prudent property management practices, not affecting the economic terms or term of the Lease. All rent payments shall be paid as provided under the Lease until Tenant has been otherwise notified by Lender. All prepayments of more than one month's Rent, if any, and any and all termination fees paid by Tenant, or at Tenant's direction, shall, upon notice from Lender to Tenant, be payable to Lender for the benefit of such Lender (and Landlord) and Landlord hereby irrevocably authorizes Tenant to make such payments to Lender as aforesaid. Tenant agrees to pay all Rent directly to Lender immediately upon notice (with a copy to Landlord) that Lender is exercising its rights to such Rent under the Mortgage or any other loan documents following a default by Landlord or other applicable party. Tenant shall be under no obligation to ascertain whether a default by Landlord has occurred under the Mortgage or any other loan documents. Landlord waives any right, claim or demand it may now or hereafter have against Tenant by reason of such direct payment to Lender and agrees that such direct payment to Lender shall discharge all obligations of Tenant to make such payment to Landlord. Tenant and Lender acknowledge and agree that any Lender is an intended third party beneficiary with respect to their respective undertakings in this Paragraph which shall run to

the benefit of Lender and its successors and assigns, including any refinancing Lender.

22. **Environmental Requirements.**

A. **Prohibitions/Medical Waste.** Tenant shall not cause or permit to occur:

(i) any violation of any present or future Law related to environmental conditions in or about the Premises, including, but not limited to, improvements or alterations made to the Premises at any time by Tenant, its agents or contractors, or

(ii) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances in or about the Premises, or the transportation to or from the Premises of any Hazardous Substances, except that Tenant shall be permitted to use normal quantities of office supplies or products (such as copier fluids or cleaning supplies) customarily used in the conduct of general business office activities ("**Common Office Chemicals**") and Tenant shall be permitted to temporarily store any medical waste generated or produced on the Premises in the ordinary course of Tenant's operation of its medical practice ("**Common Medical Waste**") provided that (a) Tenant's use of such Common Office Chemicals and Common Medical Waste shall comply at all times with all Laws and Medical Waste Laws (defined below); (b) that Tenant shall dispose of any such waste in accordance with any tracking programs prescribed by applicable law or regulation; (c) such substances shall be used only in quantities as are reasonably necessary for such permitted use of the Premises, strictly in accordance with the manufacturers' instructions; (d) if any applicable Law or Landlord's trash removal contractor requires that any such substances be disposed of separately from ordinary trash, Tenant shall make arrangements at Tenant's expense for such disposal directly with a qualified and licensed disposal company at a lawful disposal site (subject to scheduling and approval by Landlord); and (e) Tenant shall ensure that disposal occurs frequently enough to prevent unnecessary storage of such substances in the Premises, and (f) any remaining such substances shall be completely, properly and lawfully removed from the Building upon expiration or earlier termination of this Lease. All Common Office Chemicals and Common Medical Waste shall be stored and disposed of at Tenant's sole cost and expense. For purposes of this Lease, "**Common Medical Waste**" shall include any and all waste commonly produced by medical and surgical care facilities, including, but not limited to, blood and blood products, body parts and tissue, laboratory wastes, discarded cultures, specimens, waste products, vaccines and associated items, and used hypodermic needles, syringes, scalpel blades and similar equipment or devices and all other medical wastes listed at 42 U.S.C § 6992 (1988) and any regulations promulgated thereunder, and any state or local laws or regulations having a similar scope or purpose, as the same may be amended from time to time (the "**Medical Waste Laws**"). Tenant shall be solely responsible for disposing of all Common Medical Waste so as to protect waste handlers and the public from exposure and such disposal shall comply with the requirements set forth in the Medical Waste Laws. Under no condition shall Tenant store Common Medical Waste in the corridors or other common areas of the Building or deposit any Common Medical Waste in trash receptacles provided by Landlord or in the dumpster servicing the Building or in or on any other part of the Building. Tenant shall store such items, whether for pick up, delivery or disposal, in a location designated by Landlord. Tenant shall, at Tenant's sole cost and expense, comply with the requirements of any applicable federal, state, or local law, regulation, rule, order or directive, now or hereafter in effect which regulates the disposal of Common Medical Waste, whether or not such obligation is thereby imposed upon Tenant or Landlord.

B. **Compliance with Laws; Indemnity.** Tenant, at its expense, shall comply with each present and future Law related to environmental conditions in or about the Premises or Tenant's use of the Premises, including, without limitation, all reporting requirements and the performance of any cleanups required by any governmental authorities. Tenant shall indemnify, defend and hold harmless Landlord, the management company for the Building and their affiliates, and their respective agents, contractors and employees from and against all fines, suits, claims, actions, damages, liabilities, costs and expenses (including attorneys' and consultants' fees) asserted against or sustained by any such person or entity arising out of or in any way connected with Tenant's failure to comply with its obligations

under this Paragraph, which obligations shall survive the expiration or termination of this Lease.

C. **Hazardous Substances.** As used in this Lease, "**Hazardous Substances**" shall include, without limitation, flammables, explosives, radioactive materials, asbestos containing materials (ACMs), polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, petroleum and petroleum products, chlorofluorocarbons (CFCs) and substances declared to be hazardous or toxic under any present or future Law.

23. **Mechanic's and Other Liens.** Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Premises or to charge the Rent payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this Lease. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the improvements thereon and that it will save and hold Landlord harmless from any and all loss, liability, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the Landlord in the Premises or under the terms of this Lease. Tenant will not permit any mechanic's lien or liens or any other liens which may be imposed by Law affecting Landlord's or its Lender's interest in the Premises or the Building or Real Property to be placed upon the Premises or the Building or Real Property arising out of any action or claimed action by Tenant, and in case of the filing of any such lien Tenant will promptly pay same. If any such lien shall remain in force and effect for twenty (20) days after written notice thereof from Landlord to Tenant, Landlord shall have the right and privilege of paying and discharging the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much Additional Rent hereunder due from Tenant to Landlord and shall be paid to Landlord immediately on rendition of bill therefor. Notwithstanding the foregoing, Tenant shall have the right to contest any such lien in good faith and with all due diligence so long as any such contest, or action taken in connection therewith, protects the interest of Landlord and Landlord's Lender in the Premises, and Landlord and any such Lender are, by the expiration of said twenty (20) day period, furnished such protection, and indemnification against any loss, liability, cost or expense related to any such lien and the contest thereof as are satisfactory to Landlord and any such Lender.

24. **Notices.** Except as expressly provided to the contrary in this Lease, any notice or other communication to be delivered hereunder shall be in writing and shall not be effective unless served personally or by national air courier service, or deposited in the continental United States Mail, postage prepaid, certified or registered mail, addressed to the parties hereto at the respective addresses set forth in Paragraph 1 above or at such other address as they have theretofore specified by written notice delivered in accordance herewith. Every notice or other communication hereunder shall be deemed to have been given as of the third (3rd) business day following the date of such mailing (or as of any earlier date evidenced by a receipt from such national air courier service or the United States Postal Service) or immediately if personally delivered. Notices not sent in accordance with the foregoing shall be effective when received by the parties at the addresses required herein.

25. **Miscellaneous.**

A. **Successors and Assigns.** The terms, provisions and covenants and conditions contained in this Lease shall apply to the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise expressly provided herein. Landlord shall have the right to freely assign any of its rights and obligations under this Lease and Landlord's grantee or Landlord's successor shall upon such assignment, become "Landlord" hereunder, thereby freeing and relieving the grantor or assignor of all covenants and obligations of "Landlord" hereunder arising on and after the date of such assignment; provided, however, that no successor Landlord shall be responsible for the return of any security deposit provided for pursuant to Paragraph 4 unless such successor receives the deposit. Tenant agrees to furnish promptly upon demand, a

corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of Tenant to enter into this Lease. Any indemnification of, insurance of, or option granted to Landlord shall also include or be exercisable by Landlord's agents and employees.

B. Captions. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof.

C. Estoppel. Tenant shall at any time and from time to time within ten (10) days after written request from Landlord execute and deliver to Landlord or any prospective landlord or Lender or prospective lender a sworn and acknowledged estoppel certificate, in form reasonably satisfactory to Landlord and/or Landlord's Lender or prospective lender or prospective landlord certifying and stating as follows: (i) this Lease has not been modified or amended (or if modified or amended, setting forth such modifications or amendments); (ii) this Lease (as so modified or amended) is in full force and effect (or if not in full force and effect, the reasons therefor); (iii) the Tenant has no offsets or defenses to its performance of the terms and provisions of this Lease, including the payment of Rent (or if there are any such defenses or offsets, specifying the same); (iv) Tenant is in possession of the Premises if such be the case; (v) if an assignment of rents or leases has been served upon Tenant by a Lender or prospective lender, Tenant has received such assignment and agrees to be bound by the provisions thereof; and (vi) any other information reasonably required by Landlord or its Lender or prospective lender or any prospective landlord. It is intended that any such statement delivered pursuant to this subparagraph may be relied upon by Landlord and by any Lender or prospective landlord or lender and their respective successors and assigns. Tenant hereby irrevocably appoints Landlord as attorney-in-fact for the Tenant with full power and authority to execute and deliver in the name of Tenant such estoppel certificate if Tenant fails to deliver the same within such ten (10) day period and such certificate as signed by Landlord shall be fully binding on Tenant, if Tenant fails to deliver a contrary certificate within five (5) days after receipt by Tenant of a copy of the certificate executed by Landlord on behalf of Tenant. In addition to any other remedy Landlord may have hereunder, if Tenant shall fail to execute and return such statement within the time required herein, such failure shall be an Event of Default (for which there is no cure period), and Tenant shall be deemed to have agreed with the matters set forth therein (without limiting Landlord's other remedies).

D. Entire Agreement. This Lease constitutes the entire understanding and agreement of Landlord and Tenant with respect to the subject matter hereof, and contains all of the covenants and agreements of Landlord and Tenant with respect thereto. No representations, inducements, promises or agreements, oral or written, have been made by Landlord or Tenant, or anyone acting on behalf of Landlord or Tenant, which are not contained herein, and any prior letters of intent, agreements, promises, negotiations, or representations not expressly set forth in this Lease are of no force or effect. This Lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

E. Survival. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this Lease shall survive the expiration or earlier termination of the Term hereof, including without limitation, all payment obligations with respect to Taxes and Operating Costs and all obligations concerning the condition of the Premises. Upon the expiration or earlier termination of the Term hereof, Tenant shall pay to Landlord the amount, as estimated by Landlord, necessary: (i) to repair and restore the Premises as provided herein; and (ii) to discharge Tenant's obligation for unpaid Taxes, Operating Costs or other amounts due Landlord. All such amounts shall be used and held by Landlord for payment of such obligations of Tenant, with Tenant being liable for any additional costs upon demand by Landlord, or with any excess to be returned to Tenant after all such obligations have been determined and satisfied. Any Security Deposit held by Landlord shall be credited against the amount payable by Tenant under this Subparagraph.

F. Severability. If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable Law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances, and it is also the intention of the parties to

this Lease that in lieu of each such clause, phrase, provision or portion of this Lease that is invalid or unenforceable, there be added as a part of this Lease contract a clause, phrase, provision or portion as similar in terms to such invalid or unenforceable clause, phrase, provision or portion as may be possible and be valid and enforceable.

G. No Offer. Submission of this Lease shall not be deemed to be a reservation of the Premises. Landlord shall not be bound hereby until its delivery to Tenant of an executed copy hereof signed by Landlord, already having been signed by Tenant, and until such delivery Landlord reserves the right to exhibit and lease the Premises to other prospective tenants. Notwithstanding anything contained herein to the contrary, Landlord may withhold delivery of possession of the Premises from Tenant until such time as Tenant has paid to Landlord the security deposit required by Paragraph 4 hereof, the first month's rent as set forth in Paragraph 1 hereof, and any sum owed pursuant to Exhibit C hereof.

H. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by Landlord, the Landlord shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to causes of any kind whatsoever which are beyond the control of Landlord.

I. Joint and Several Liability. If there is more than one Tenant or if Tenant is comprised of more than one party or entity, the obligations imposed upon Tenant shall be joint and several obligations of all the parties and entities, and requests or demands from any one person or entity comprising Tenant shall be deemed to have been made by all such persons or entities. Notices to any one person or entity shall be deemed to have been given to all persons and entities.

J. Brokers. Each of the parties (i) represents and warrants to the other that it has not dealt with any broker or finder in connection with this Lease, except as described in Paragraph 1; and (ii) indemnifies and holds the other harmless from any and all losses, liability, costs or expenses (including attorneys' fees) incurred as a result of an alleged breach of the foregoing warranty.

K. Applicable Law. This Lease shall be construed in accordance with the Laws of the State of Illinois.

L. Financial Information. Tenant represents to Landlord that all financial statements and financial information previously furnished by Tenant to Landlord fairly and accurately reflect the financial condition of Tenant as of the dates stated in such statements or information. Tenant agrees to furnish to Landlord, within ninety (90) days after the end of each fiscal year of Tenant, current financial statements of Tenant prepared in accordance with generally accepted accounting principles consistently applied and certified by the chief financial officer of Tenant as fairly and accurately reflecting the financial condition of Tenant ("**Updated Financial Statements**"). In addition, Tenant shall furnish Updated Financial Statements within thirty (30) days of Landlord's request therefor provided such request is in connection with a sale or refinance of the Building (or Landlord's interest therein). This paragraph shall not apply if Tenant is a publicly traded entity.

M. Personal Property Taxes. Tenant shall pay, prior to delinquency, all taxes, charges or other governmental impositions, if any, assessed against or levied upon all fixtures, furnishings, personal property, built in and modular furniture, and systems and equipment located in or exclusively serving the Premises, notwithstanding that certain such items may become Landlord's property under Paragraph 7 upon termination of the Lease. Whenever possible, Tenant shall cause all such items to be assessed and billed separately from the other property of Landlord. In the event any such items shall be assessed and billed with the other property of Landlord, Tenant shall pay Landlord Tenant's share of such taxes, charges or other governmental impositions within thirty (30) days after Landlord delivers a statement and a copy of the assessment or other documentation showing the amount of impositions applicable to Tenant's property.

N. Confidentiality. Tenant shall use commercially reasonable efforts to keep confidential the content and all copies of this Lease, related documents or amendments now or hereafter entered, and all proposals, materials, information and matters relating thereto, including the results of any review

of Landlord's records under Paragraph 5, and not to disclose, disseminate or distribute any of the same, or permit the same to occur, except on an "as needed" basis to the extent reasonably required for proper business purposes by Tenant's employees, attorneys, insurers, auditors, lenders, brokers and assignees or subtenants, and except as may be required by Law or court proceedings.

O. Security Services. The parties acknowledge that safety and security devices, services and programs provided by Landlord, if any, while intended to deter crime and ensure safety, may not in given instances prevent theft or other criminal acts, or ensure safety of persons or property. The risk that any safety or security device, service or program may not be effective, or may malfunction, or be circumvented by a criminal, is assumed by Tenant with respect to Tenant's property and interests, and Tenant shall obtain insurance coverage to the extent Tenant desires protection against such criminal acts and other losses, as further described in this Lease. Tenant agrees to cooperate in any reasonable safety or security program developed by Landlord or required by applicable law.

P. Tenant Representations. Tenant represents and warrants to Landlord that Tenant (i) is not currently excluded, debarred or otherwise ineligible to participate in Medicare or any federal health care program under section 1128 and 1128A of the Social Security Act, as amended or as defined in 42 U.S.C. § 1320a-7b(f), as amended (the "**Federal Health Care Programs**"); (ii) has not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) is not under investigation or otherwise aware of any circumstances which may result in Tenant being excluded from participation in any Federal Health Care Program. In addition, Tenant hereby represents and warrants that neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (a) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (b) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (c) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons" (collectively, "**Prohibited Persons**"). Tenant hereby represents and warrants to Landlord that no funds tendered to Landlord by Tenant under the terms of this Lease are or will be directly or indirectly derived from activities that may contravene U.S. federal, state or international laws and regulations, including anti-money laundering laws. Tenant will not during the Term of this Lease engage in any transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Premises. The foregoing representations shall be ongoing representations and warranties during the Term of this Lease and Tenant shall immediately notify Landlord of any change in the status of the representations and warranties set forth in this Paragraph. In the event any representation and warranty set forth in this Paragraph is or becomes untrue at any time it shall be an Event of Default hereunder and Landlord shall have the right to immediately terminate this Lease and shall entitle Landlord to any and all remedies available hereunder or at law or in equity.

Q. Recordation. Tenant may not record this Lease or place it of public record. If requested by Landlord, Tenant shall execute and deliver a notice of this Lease for recording in a form provided by Landlord which may be recorded at Landlord's expense. Notwithstanding anything to the contrary contained herein, Tenant's acknowledges and agrees that upon the expiration or earlier termination of this Lease, Landlord shall have the unilateral right to file a termination of any notice of lease or other recorded document evidencing the Lease without joinder by Tenant.

R. HIPAA. Tenant shall be solely responsible for complying with the Health Insurance Portability and Accountability Act, at 45 C.F.R. §164.501, as amended, and all regulations promulgated in connection therewith (collectively, "**HIPAA**") as the same relates to the Premises and Tenant's use thereof. The parties agree that Landlord is not and shall not be Tenant's "Business Associate," as such term is defined in HIPAA regulations. Tenant shall indemnify and hold Landlord harmless from and against any liability arising under HIPAA in connection with this Lease or the relationship between Landlord and Tenant.

S. Regulatory Requirements. Nothing in this Lease or in any other written agreement or oral understanding between Landlord and Tenant shall be construed to refer or otherwise generate

business for the other party. Notwithstanding the unanticipated effect of any of the provisions herein, or in any other written agreements or oral understandings between the parties, Landlord and Tenant intend to comply with 42 U.S.C. § 1320a-7b (b) (commonly known as the Anti-Kickback Statute), 42 U.S.C. § 1395nn (the Stark Law) and any other Federal or State law provision governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, as such provisions may be amended from time to time. This Lease and any other written agreements or oral understandings between the parties shall be construed in a manner consistent with compliance with such statutes and regulations, and the parties hereto shall take such actions necessary to construe and administer this Lease, and any other written agreements or oral understandings therewith. Landlord and Tenant further intend that the Rent and other amounts set forth in this Lease and the payment set forth herein to be paid to Landlord shall be fair market value based on arm's length bargaining and the value of similar services and property in the community and that the space rented does not exceed that which is reasonable and necessary for the legitimate business purposes of Tenant. In the event any court or administrative agency of competent jurisdiction determines this Lease, or any other written agreement or oral understanding between the parties violates any of such statutes, then the parties hereto shall take such actions as necessary to amend this Lease to comply with the applicable statutes or regulations.

26. **No Smoking Area.** Landlord shall designate the area within 50 feet of the main entrance to the Premises (as the same shall be set forth on the Plans (defined in the Work Letter) as a no smoking area and Landlord agrees to take reasonable efforts to insure that other tenants of the Building abide by such restriction.

27. **Certain Rights Reserved To The Landlord.**

A. **Reserved Rights.** The Landlord reserves and may exercise the following rights without affecting Tenant's obligations hereunder:

- (i) to change the name or street address of the Building;
- (ii) to install and maintain a sign or signs on the exterior of the Building;
- (iii) to designate all sources furnishing sign painting and lettering, ice, drinking water, towels, coffee cart service and toilet supplies, lamps and bulbs used on the Premises;
- (iv) to retain at all times pass keys to the Premises;
- (v) to grant to anyone the exclusive right to conduct any particular business or undertaking in the Building;
- (vi) to close the Building after regular working hours and on the Holidays designated by Landlord subject, however, to Tenant's right to admittance, under such reasonable regulations as Landlord may prescribe from time to time, which may include by way of example but not of limitation, that persons entering or leaving the Building identify themselves to a watchman by registration or otherwise and that said persons establish their right to enter or leave the Building;
- (vii) to take any and all measures, including inspections, repairs, alterations, decorations, additions and improvements to the Premises or to the Building, as may be necessary or desirable for the safety, protection or preservation of the Premises or the Building or the Landlord's interests, or as may be necessary or desirable in the operation of the Building; and
- (viii) to add, remove or modify buildings, roadways, walkways, landscaping, lakes, grading and other improvements in or to the Real Property and the Development.

B. **Entry by Landlord.** The Landlord may enter upon the Premises and may exercise any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of the Tenant's use or possession and without being liable in any manner to the Tenant and without

abatement of Rent or affecting any of the Tenant's obligations hereunder. Landlord shall use commercially reasonable efforts not to unreasonably disturb Tenant's use of or access to the Premises during any entry by Landlord. Landlord shall endeavor to provide Tenant with at least 24 hours-notice prior to any entry into the Premises to conduct an inspection thereof and if Tenant reasonably requests that such inspection be postponed, Landlord shall use reasonable efforts to postpone said inspection a reasonable period of time; provided in no event shall Landlord be required to give 24 hour prior notice or attempt to reschedule any inspection, if Landlord's entry is necessitated by (i) Tenant's failure to perform any obligations under the Lease; (ii) an emergency; or (iii) a situation which could cause imminent harm to persons or property.

28. **Landlord's Exculpation.** The liability of any Landlord under this Lease or any amendment to this Lease, or any instrument or document executed in connection with this Lease, shall be limited to and enforceable solely against the assets of such Landlord constituting an interest in the Building and the Real Property (and any proceeds from the disposition thereof) and no other assets of such Landlord. Assets of a Landlord which is a partnership or limited liability company do not include the assets of the partners or members of such Landlord, and any negative capital account of a partner or member in a partnership or limited liability company which is a Landlord, and any obligation of a partner or member to contribute capital to the partnership or limited liability company which is Landlord, shall not be deemed to be assets of the partnership or limited liability company which is the Landlord. The term "**Landlord**," as used in this Lease, shall mean only the owner or owners of the Building and Real Property at the time in question. No personal liability shall at any time be asserted or enforceable against the constituent shareholders, partners, members, or other owners of Landlord, or the directors, officers, employees and agents of Landlord or such constituent shareholder, partner, member or other owner, on account of any of Landlord's obligations or actions under this Lease. In no event shall Landlord be liable to Tenant for any consequential damages.

29. **Other Definitions.**

A. "**Building**" shall mean the structure (identified in Paragraph 1) and any common or public areas or facilities, easements, corridors, lobbies, sidewalks, loading areas, driveways, landscaped areas, skywalks, parking rights, garages and lots, and any and all other rights, structures or facilities operated or maintained in connection with or for the benefit of the Building, and all parcels or tracts of land on which all or any portion of the Building or any of the other foregoing items are located, and any fixtures, machinery, apparatus, Systems and Equipment, furniture and other personal property located thereon or therein and used in connection with the operation thereof. Landlord reserves the right to add land, buildings, easements or other interests to, or sell or eliminate the same from, the Building and/or Real Property, and grant interests and rights in the Building and/or Real Property to other parties.

B. "**Building Hours**" shall mean 7:00 A.M. to 6:00 P.M. Monday through Friday, and 7:00 A.M. to 1:00 P.M. on Saturday (subject to adjustment), except Holidays. "Holidays" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and any other day designated by Landlord and recognized as a holiday by the service unions representing workers providing services to the Building or customarily designated as a holiday by landlords operating comparable office buildings in the vicinity.

C. "**Hazardous Substances**" shall have the meaning specified therefor in Paragraph 21.

D. "**Landlord**" shall mean only the landlord from time to time, except that for purposes of any provisions defending, indemnifying and holding Landlord harmless hereunder, "Landlord" shall include past, present and future landlords and their respective partners, members, beneficiaries, trustees, officers, directors, employees, shareholders, principals, agents, affiliates, successors and assigns.

E. "**Law**" or "**Laws**" shall mean all federal, state, county and local governmental and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements, applicable equitable remedies and decisions by courts in cases where such decisions are considered binding precedents in the State of Illinois, and decisions of federal courts applying the Laws of Illinois, at the time in question. "Laws" shall include, without limitation, the Americans With

Disabilities Act of 1990 and all regulations thereunder.

F. **"Lender"** shall mean the holder of any Mortgage at the time in question, and where such Mortgage is a ground lease, such term shall refer to the ground lessor (and the term **"ground lease"** although not capitalized is intended throughout this Lease to include any superior or master lease).

G. **"Mortgage"** shall mean all mortgages, deeds of trust, ground leases and other such encumbrances now or hereafter placed upon the Real Property or Building, or any part thereof, and all renewals, modifications, consolidations, replacements or extensions thereof, and all indebtedness now or hereafter secured thereby and all interest thereon.

H. **"Operating Costs"** shall have the meaning specified therefor in Paragraph 5.

I. **"Premises"** shall mean the area within the Building identified in Paragraph 1 and Exhibit A. Possession of areas necessary for utilities, services, safety and operation of the Building, including the Systems and Equipment, fire stairways, perimeter walls, space between the finished ceiling of the Premises and the slab of the floor or roof of the Building thereabove, and the use thereof together with the right to install, maintain, operate, repair and replace the Systems and Equipment, including any of the same in, through, under or above the Premises in locations that will not materially interfere with Tenant's use of the Premises, are hereby excepted and reserved by Landlord, and not demised to Tenant.

J. **"Rent"** shall have the meaning specified therefor in Paragraph 4.

K. **"Systems and Equipment"** shall mean any plant, machinery, transformers, duct work, cable, wires, and other equipment, facilities, and systems designed to supply light, heat, ventilation, air conditioning and humidity or any other services or utilities, or comprising or serving as any component or portion of the electrical, gas, steam, plumbing, sprinkler, communications, alarm, security, or fire/life/safety systems or equipment, or any elevators, escalators or other mechanical, electrical, electronic, computer or other systems or equipment for the Building and/or the Real Property, except to the extent that any of the same serves particular tenants exclusively (and **"systems and equipment"** without capitalization shall refer to such of the foregoing items serving particular tenants exclusively).

L. **"Taxes"** shall have the meaning specified therefor in Paragraph 5.

M. **"Tenant"** shall be applicable to one or more persons or entities as the case may be, the singular shall include the plural, and if there be more than one Tenant, the obligations thereof shall be joint and several. When used in the lower case, **"tenant"** shall mean any other tenant or occupant of the Building.

N. **"Tenant's Share"** of Taxes and Operating Costs shall be the percentage set forth in Paragraph 1, but if the rentable area of the Premises changes due to the addition or subtraction of space under this Lease or by amendment, Landlord shall reasonably adjust Tenant's Share to be based on the rentable area of the Premises as a percentage of the rentable area of the Building, subject to further adjustment hereunder. If the Building shall contain non-office uses during any period, Landlord may determine, in accordance with sound accounting and management practices, Tenant's Share of Taxes and Operating Costs for only the office portion of the Building; in such event, Landlord shall reasonably adjust Tenant's Share to be based on the ratio of the rentable area of the Premises to the rentable area of such office portion for such period. Tenant acknowledges that the **"rentable area of the Premises"** under this Lease includes the so called **"usable area,"** without deduction for columns or projections, multiplied by one or more load or conversion factors to reflect a share of certain areas, which may include lobbies, corridors, mechanical, utility, janitorial, boiler and service rooms and closets; restrooms, and other public, common and service areas. Except as provided expressly to the contrary herein, the **"rentable area of the Building"** shall include all rentable area of all space leased or available for lease at the Building (excluding any parking facilities). (i) Landlord may adjust the rentable area of the Building as provided in Paragraph 5 of this Lease; and (ii) Landlord may reasonably re-determine the rentable area of the Building from time to time or to reflect re configurations, additions or modifications to the Building, and in connection with (i) and (ii) herein, Landlord may reasonably adjust Tenant's Share

prospectively and any amounts or ratios based thereon.

30. **Counterparts.** This Lease may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument.

31. **Electronically Transmitted Signatures.** In order to expedite the execution of this Lease, signatures sent by electronic mail may be used in the place of original signatures on this Lease. The parties intend to be bound by the signatures of the electronically mailed signatures, and hereby waive any defenses to the enforcement of the terms of this Lease based on the form of the signature.

32. **Time is of the Essence.** Time is of the essence of this Lease and each and every provision contained herein.

33. **Special Provisions.** The special provisions in the Exhibit(s) and Rider(s) attached hereto shall form part of this Lease as if the same were contained herein.

34. **Parking.** For no fee or charge, Landlord hereby grants Tenant a license to use six (6) parking spaces in the parking areas serving the Building for every 1,000 square feet of the Premises, of which parking spaces, 10 shall be reserved spaces located in an area designated by Landlord. Landlord shall be entitled to move said reserved spaces to another location so long as such location is not which is not substantially less convenient for Tenant. Tenant's use of the parking facilities and the parking spaces shall be subject to such reasonable rules and regulations as Landlord may, from time to time, prescribe, including, without limitation, the execution of such parking agreements as Landlord shall reasonably require. Landlord shall not be liable to Tenant in damages or otherwise under any circumstances for failure to provide parking if at any time Landlord is prevented from doing so for reasons beyond its reasonable control, including without limitation, as the result of a taking or condemnation, or during any temporary need to close the parking facility or portions thereof for maintenance, repair or replacement. Landlord shall have the right to grant designated, reserved parking stalls to other tenants in the Building, provided that such shall not unreasonably and materially interfere with Tenant's parking rights granted herein. Landlord shall have no obligation whatsoever to monitor, secure or police the use of the parking areas.

35. **Directory.** Landlord shall provide directory listings for Tenant and any approved subtenants of Tenant in the Building lobby directory consistent with Landlord's standard practices at the Property.

36. **Extension Option.**

(i) Subject to the other provisions hereof, Landlord hereby grants Tenant one (1) option (the "**Extension Option**") to extend the Term of the Lease for an additional period of five (5) years from the expiration of the Term (the "**Extension Period**"), on the same terms and conditions then in effect under this Lease immediately prior to the applicable Extension Period, except as modified by the "Market Rental Rate" further described below and Tenant shall have no further options to extend. Tenant may exercise the Extension Option by giving Landlord written notice thereof ("**Tenant's Exercise Notice**") no later than nine (9) full calendar months prior to commencement of the Extension Period. Notwithstanding the anything contained herein to the contrary, (i) under no circumstances shall Base Rent and other amounts payable by Tenant during the Extension Period ever be less than the Base Rent and other amounts payable by Tenant under the Lease immediately prior to the applicable Extension Period; and (ii) Tenant may only exercise the Extension Option contained herein if Tenant simultaneously exercises the extension option set forth in Section 36 of the Medical Office Lease.

(ii) Within thirty (30) days after receiving Tenant's Exercise Notice, Landlord shall provide Tenant with notice ("**Landlord's Notice**") of the Market Rental Rate. The term "**Market Rental Rate**" herein shall mean a rate comprised of (i) the prevailing base rental rate per square foot of rentable area available in the Pertinent Market (as defined below) for lease renewals, and (ii) any escalation of any such base rental rate prevailing in the Pertinent Market for lease renewals, both taking into account tenant improvement allowances, other tenant inducements, base years for Operating Costs and Taxes (if any), brokerage commissions and any other relevant term or condition in making such Market Rental

Rate determination, all as determined by Landlord for lease renewals. Landlord's determination of the Market Rental Rate shall take into account (A) comparable lease renewals (on the basis of factors such as, but not limited to, the size and financial condition of the tenants and the size and location of space and commencement date and term of lease), if any, recently executed for improved space in the Building, and (B) lease renewals for comparable (on the basis of factors such as, but not limited to, the size and financial condition of the tenants and size and location of space and commencement date and term of lease) improved space in office buildings in the Itasca office market which are comparable to the Building in reputation, quality, age, size, location and level and quality of services provided and which have reached economic stabilization and are not, for any other reason, offering below market rents (the foregoing factors not being exclusive in identifying comparable buildings) (the Building, together with such comparable buildings, if applicable, being herein referred to as the "**Pertinent Market**").

(iii) If Tenant validly exercises the Extension Option, Tenant shall execute an amendment (the "**Extension Amendment**") to confirm the extension of the Term, within fifteen (15) days after Landlord reasonably prepares and provides the same to Tenant. Unless Landlord otherwise agrees in writing, Tenant may not exercise this Extension Option, and no exercise thereof shall be effective, if, as of the date on which the Tenant's Exercise Notice is given or as of the commencement date of the Extension Period, Tenant does not occupy the entire Premises or an Event of Default or event or circumstance which with the giving of notice or passage of time or both could constitute an Event of Default by Tenant shall exist under the Lease. If Tenant shall fail to properly and timely exercise the Extension Option, then the Extension Option shall thereupon terminate, time being of the essence hereof. Inasmuch as this option is intended only for the original Tenant named in this Lease, if Tenant shall sublease or assign the Lease with respect to all or any portion of the Premises, then immediately upon such sublease or assignment Tenant's rights under this Section shall concurrently terminate and become null and void.

37. **Right of First Refusal.**

(i) Landlord hereby grants Tenant a right of first refusal ("Right of First Refusal") to lease that certain contiguous space currently known as Suite 160 on the first (1st) floor of the Building and depicted on Exhibit D attached hereto and made a part hereof (the "**ROFR Space**"), on and subject to the following provisions.

(ii) **Landlord's ROFR Notice; Third Party Basic Business Terms.** Landlord shall notify Tenant in writing ("**Landlord's ROFR Notice**") when Landlord has received a bona fide offer from a third party to lease the ROFR Space which Landlord desires to accept, and which offer includes (1) the term, (2) rentable area, (3) rental rate per square foot of rentable area, and any fixed rent increases therein, (4) proportionate share of expenses/taxes or increases therein, (5) any leasehold improvements or allowance therefor and (6) any other material economic terms (collectively "**Third Party Basic Business Terms**"). Landlord's ROFR Notice shall set forth the Third Party Basic Business Terms on which Landlord would propose to lease the ROFR Space to Tenant ("**Expansion Terms**"). Except as may be set forth to the contrary in Landlord's ROFR Notice, the Expansion Terms shall otherwise be deemed to include the same terms then in effect on the commencement date for the ROFR Space, and thereafter scheduled to be in effect, under the Lease (with any matters in the Lease based on square footage adjusted proportionately to reflect the increase in rentable area represented by the ROFR Space), subject to the other provisions hereof.

(iii) **Tenant's ROFR Acceptance Notice.** If Tenant desires to lease the ROFR Space on the Expansion Terms set forth in Landlord's ROFR Notice, Tenant shall so notify Landlord in writing ("**Tenant's ROFR Acceptance Notice**") exercising Tenant's right to lease the ROFR Space on such Expansion Terms within ten (10) days after Landlord delivers Landlord's ROFR Notice.

(iv) **Expansion Documentation.** If Tenant validly exercises Tenant's Right of First Refusal herein, Tenant shall execute an amendment or such other documentation ("**Expansion Documentation**") as Landlord shall prepare, which shall set forth the final and definitive terms and conditions upon which Landlord shall lease the ROFR Space to Tenant, but shall be consistent with the terms and conditions in Landlord's ROFR Notice, within five (5) business days after Landlord so requests in writing. If Tenant shall fail to validly exercise such Right of First Refusal, or shall fail to sign and

deliver the Expansion Documentation to Landlord pursuant to the terms hereof, such Right of First Refusal shall lapse and shall be of no further force or effect, time being of the essence, and Landlord may thereafter freely lease all or a portion of the ROFR Space that was included in Landlord's ROFR Notice to any other party on any terms and conditions in Landlord's sole discretion; provided, despite Tenant's waiver, this Right of First Refusal shall continue to apply to any portions of the ROFR Space that were not included in Landlord's ROFR Notice.

(v) **Offering Portions of ROFR Space; Prior Rights.** This Right of First Refusal shall apply only with respect to the entire ROFR Space set forth in Landlord's ROFR Notice, and may not be exercised with respect to only a portion thereof. This Right of First Refusal shall be subject to the then existing tenants or occupants of the ROFR Space renewing their leases whether pursuant to options to extend previously granted or otherwise, and such Right of First Refusal is subordinate to any rights of any other parties to lease the ROFR Space granted prior to full execution and delivery of this Lease.

(vi) **Miscellaneous Matters.** This Right of First Refusal is subject to the condition that the Lease be in full force and effect, and unless Landlord otherwise agrees in writing, Tenant may not exercise this Right of First Refusal, and no exercise thereof shall be effective, if an Event of Default or event or circumstance which with the giving of notice or passage of time or both could constitute an Event of Default by Tenant shall exist under the Lease as of the date on which the Tenant's ROFR Acceptance Notice is given or as of the ROFR Space commencement date. The rights granted in this Section are personal to Tenant as named in the Lease (and any Tenant Affiliate to whom Tenant makes a complete assignment pursuant to Paragraph 12 of the Lease). Under no circumstance whatsoever shall the assignee under a complete or partial assignment of the Lease (other than such a Tenant Affiliate), or a subtenant under a sublease of the Premises, have any right to exercise the rights of Tenant under this Section. If Tenant shall sublease or assign the Lease (other than to such a Tenant Affiliate) with respect to all or any portion of the Premises, then immediately upon such sublease or assignment Tenant's rights under this Section shall concurrently terminate and become null and void. If Tenant shall exercise the Right of First Refusal herein, Landlord does not guarantee to deliver possession of the ROFR Space on the ROFR Space commencement date due to continued possession by the then existing occupants or any other reason beyond Landlord's reasonable control. In such event, rent and other charges with respect to the ROFR Space shall be abated until Landlord delivers the same to Tenant (except to the extent that Tenant or its affiliates, agents, employees or contractors cause the delay), as Tenant's sole recourse. In the event any portion of the ROFR Space is leased to Tenant other than pursuant to the Right of First Refusal described herein, such portion of the ROFR Space shall thereupon be deleted from the ROFR Space.

38. **Monument Listing.** Tenant shall have a non-exclusive license to have a name listed (the "**Monument Listing**") on the monument sign for the Building, to be designated from time to time by Landlord (the "**Monument**"), subject to the following provisions. The name which identifies Tenant on the Monument Listing is subject to Landlord's approval and such name shall not take up more than one line on the Monument. The term of this license shall commence on the Commencement Date, and shall continue until the earlier to occur of the expiration or earlier termination of the Lease or, at Landlord's option, Tenant's abandonment of the Premises, subject to the other provisions hereof. Tenant shall reimburse Landlord for all costs related to the Monument Listing including: (a) Tenant's pro rata share of the costs of maintaining and repairing the Monument incurred during any period that Tenant and one or more other parties have Monument Listings on the Monument (such share to be based on an equal division of costs between such parties), and (b) all costs of maintaining and repairing the Monument incurred during any period that Tenant is the only party with a Monument Listing on the Monument. Tenant shall pay any charges hereunder, as Additional Rent, within fifteen (15) days after billing. Upon termination of the Lease or this license, by expiration or otherwise, Landlord may remove and dispose of the Monument Listing and repair and restore the Monument to the same condition as prior to installation of the Monument Listing; Tenant shall pay Landlord's reasonable charges for doing so. Without limiting Landlord's other rights under the Lease or available at Law, Landlord reserves the right make repairs, additions or alterations to the Monument or area of the Real Property where the Monument is located. In connection with exercising such rights, Landlord may replace or move the Monument, and may temporarily remove the Monument Listing in connection therewith. The exercise by Landlord or any of its rights hereunder shall not be deemed an eviction or a violation of Tenant's rights.

39. **Directional Signage.** At Tenant's election and subject to applicable Laws and any required governmental and regulatory approval, Landlord shall install, at Tenant's sole cost and expense, Building standard signage identifying Tenant and the location of the Premises on the directional signs located in the Common Areas within and surrounding the Building. The content and font of the directional signage shall be subject to Landlord's prior written approval in its sole discretion.

40. **External Equipment.**

(i) **External Equipment Area.** Tenant shall have the right to install and use a generator and a supplemental chiller and ancillary equipment and appurtenances related thereto (such equipment shall be collectively referred to as the "**External Equipment**") in a portion of the parking area outlined on Exhibit E attached hereto and made a part hereof (the "**External Equipment Area**"), subject to Landlord's reasonable approval, any governmental and regulatory approval and the restrictions contained herein. Tenant shall accept the External Equipment Area in its "as is" in the condition without any obligation on the part of Landlord to perform any work regarding the same. Without limiting the foregoing, Landlord makes no warranties or representations to Tenant as to the suitability of the External Equipment Area for Tenant's use.

(ii) **Maintenance; Use; Operation.** Tenant, at its sole cost and expense, shall be responsible for all such External Equipment in all respects and for all utility services used and consumed in the operation of such External Equipment. Tenant shall maintain the External Equipment in good, safe repair and condition and shall make all repairs and replacements necessary to keep the same in such condition. Tenant shall be solely responsible for satisfying any requirements for governmental licenses or permits required for any External Equipment. Such requirements may include, but may not be limited to, standards for accreditation set by the Joint Commission on the Accreditation of Healthcare Organizations and local or state healthcare agency requirements. Further, Tenant shall, at its sole cost and expense, promptly repair, in a good and workmanlike manner, to Landlord's reasonable satisfaction, any damage to the Project caused in connection with or related to the External Equipment. If Tenant fails to do so within thirty (30) days after Landlord gives notice, Landlord shall have the right to repair any such damage and Tenant shall pay Landlord for the cost of all such repairs. Any payment or reimbursement due Landlord under this section shall, at Landlord's option, accrue interest at the Interest Rate from the date ten (10) days after such payment is due and payable until such time as paid. Tenant shall have no right to make any changes, alterations, additions, decorations or other improvements to the External Equipment Area or the External Equipment without Landlord's prior written approval, in Landlord's reasonable discretion. Tenant shall install an eight foot prefinished louvered fence to screen the External Equipment which is acceptable to Landlord in Landlord's sole discretion.

(iii) **Damage; Insurance; Liability.** To the extent permitted by Law, Landlord shall have no liability to Tenant if the External Equipment is damaged for any reason. Tenant agrees to be responsible for any damage caused to the Project in connection with the maintenance, use and operation of the External Equipment. Tenant covenants and agrees that the maintenance, use and operation of the External Equipment shall not adversely affect the insurance coverage for the Building. If for any reason the maintenance, use and operation of the External Equipment shall result in an increase in the amount of the premiums for such coverage, then Tenant shall be liable for the full amount of any such increase. Tenant acknowledges and agrees that any External Equipment it uses shall be installed, used and maintained solely for Tenant's benefit at the Premises and, notwithstanding anything in this Lease seemingly to the contrary, Landlord shall not be liable for any claims, actions, proceedings, costs, expenses, actual, consequential or other damages or other liabilities including, without limitation, any environmental and hazardous materials claims, arising in any way from the External Equipment, including but not limited to the use, misuse, breakdown or interruption of service of same.

(iv) **Miscellaneous Provisions.** Except as otherwise specifically set forth in writing by Landlord, Tenant shall have no right to sublet the External Equipment Area or to assign its interest hereunder except in connection with an assignment of this Lease to a Permitted Transferee or a sublease of the entire Premises to a Permitted Transferee. The External Equipment shall not interfere with the operations of the Building or the operations of any of the occupants of the Building. At Landlord's option, Landlord may require that Tenant remove the External Equipment upon the expiration

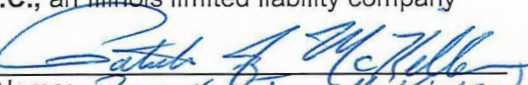
or earlier termination of this Lease and repair all damage to the External Equipment Area, the Real Property and the Building resulting from such removal, at Tenant's sole cost and expense. The External Equipment shall be deemed to be a part of the Premises for purposes of the indemnification and insurance provisions of this Lease, and Tenant shall maintain, at Tenant's cost, industry standard insurance, including "boiler and machinery" insurance coverage with respect thereto.

41. **Relocation Right.** Landlord shall not have the right to relocate the Premises or the External Equipment Area during the Term of the lease or any renewals thereof.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first set forth above.

LANDLORD:

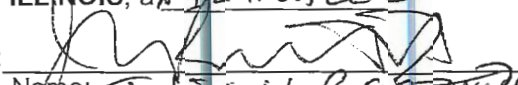
**H.P. 1300 ARLINGTON HEIGHTS ROAD,
L.L.C.**, an Illinois limited liability company

By: 

Name: Patrick J. McKillen
Title: MANAGING MEMBER

TENANT:

**OPHTHALMOLOGY SURGERY CENTER
OF ILLINOIS, an ILLINOIS LLC**

By: 

Name: Julius W. Beckwith
Title: CEO

EXHIBIT A

(FLOOR PLATE(S) SHOWING PREMISES Identified as Suite 155 and Cross Hatched)

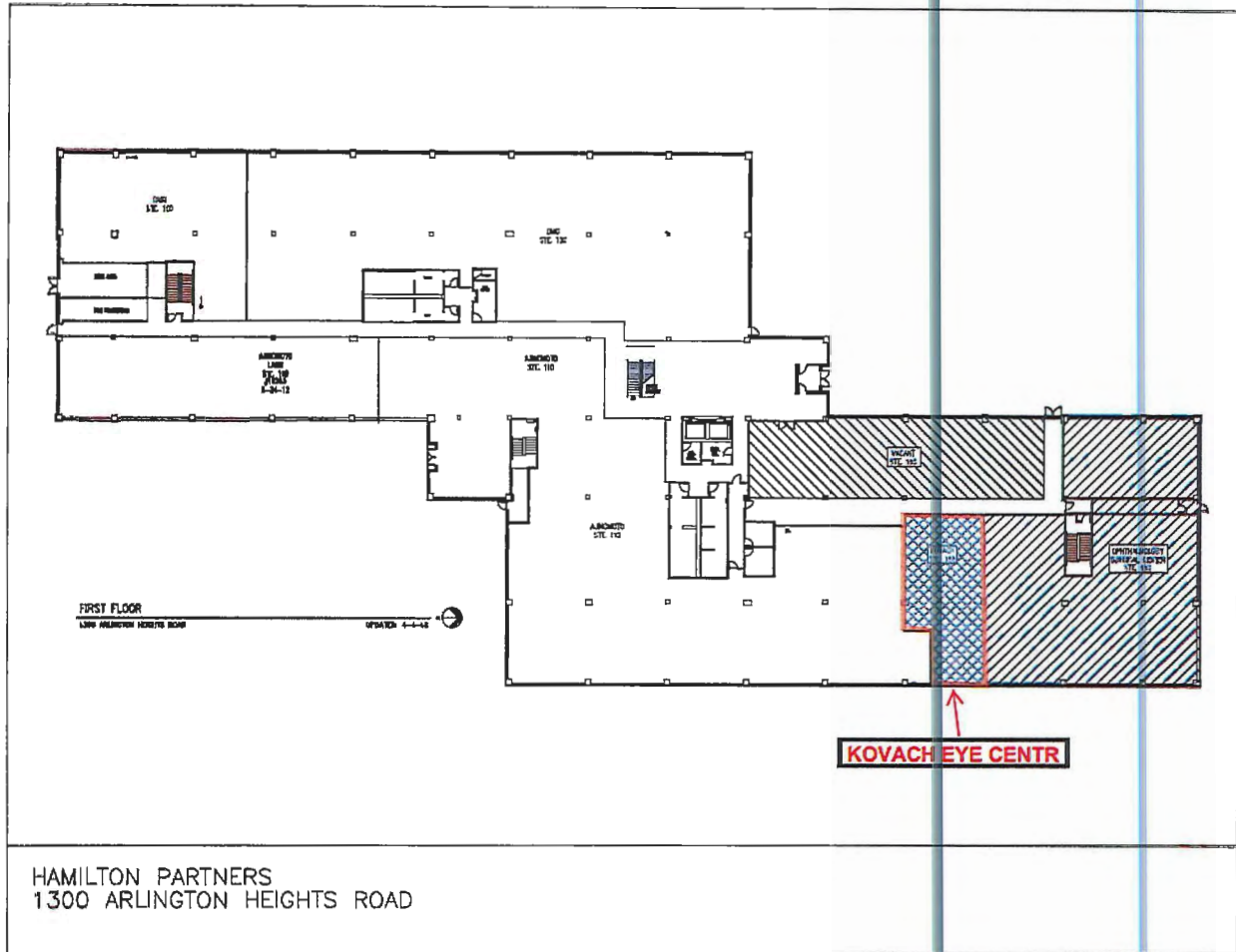


EXHIBIT B

RULES AND REGULATIONS

1. The sidewalks, halls, passages, elevators and stairways shall not be obstructed by Tenant or used for any purpose other than for ingress to and egress from the Premises. The halls, passages, entrances, elevators, stairways, balconies and roof are not for the use of the general public, and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord shall be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided, that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals in the ordinary course of its business unless such persons are engaged in illegal activities. Tenant and its employees shall not go upon the roof of the Building without the written consent of the Landlord.

2. The sashes, sash doors, windows, glass lights, and any lights or skylights that reflect or admit light into the halls or other places of the Buildings shall not be covered or obstructed. The toilet rooms, water and wash closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage, resulting from the violation of this rule shall be borne by the tenant who, or whose clerk, agents, servants, or visitors, shall have caused it.

3. If Landlord, by a notice in writing to Tenant, shall object to any curtain, blind, shade or screen attached to, or hung in, or used in connection with, any window or door of the Premises, such use of such curtain, blind, shade or screen shall be discontinued forthwith by Tenant. No awnings shall be permitted on any part of the Premises.

4. No safes or other objects heavier than the lift capacity of the freight elevators of the Building shall be brought into or installed on the Premises. Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. The moving of safes shall occur only between such hours as may be designated by, and only upon previous notice to, the manager of the Building, and the persons employed to move safes in or out of the Building must be acceptable to Landlord. No freight, furniture or bulky matter of any description shall be received into the Building or carried into the elevators except during hours and in a manner approved by Landlord.

5. Tenant shall not use, keep, or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors, and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any animals or birds (except Seeing Eye Dogs) be brought into or kept in or about the Building. Tenant shall not place or install any antennae or aerials or similar devices outside of the Premises.

6. Tenant shall not use or keep in the Building any inflammables kerosene, gasoline, naphtha and benzine (except cleaning fluids in small quantities and when in containers approved by the Board of Underwriters), or explosives or any other articles of intrinsically dangerous nature, or use any method of heating other than that supplied by Landlord.

7. If Tenant desires telephone or telegraph connections or alarm systems, Landlord will direct electricians as to where and how the wires are to be introduced. No boring or cutting for wires or otherwise shall be made without specific directions from Landlord.

8. Tenant, upon the termination of the tenancy, shall deliver to the Landlord all the keys of offices, rooms and toilet rooms which shall have been furnished Tenant or which Tenant shall have had made, and in the event of loss of any keys so furnished shall pay the Landlord therefor.

1. Tenant shall not put down any floor covering in the Premises without the Landlord's prior approval of the manner and method of applying such floor covering.

9. On Saturdays, Sundays and legal holidays and on other days between the hours of 6 pm and 6 am, access to the Building, or to the halls, corridors, elevators or stairways in the Building, or to the Premises may be refused unless the person seeking access presents a valid building issued access card to the security guard. Services to be provided to the Tenant as previously outlined in this Lease shall be provided only during those hours in which the Building is open to the public. Landlord shall in no case be liable for damages for the admission to or exclusion from the Building of any person whom the Landlord has the right to exclude under Rule 1 above. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of the tenants or Landlord and protection of property in the Building.

10. Tenant assumes full responsibility for protecting its space from theft, robbery and pilferage which includes keeping doors locked and windows and other means of entry to the Premises closed.

11. Tenant shall not alter any lock or install a new or additional lock or any bolt on any door of the Premises without prior written consent of Landlord. If Landlord shall give its consent, Tenant shall in each case furnish Landlord with a key for any such lock.

12. In advertising or other publicity, without Landlord's prior written consent, Tenant shall not use the name of the Building except as the address of its business and shall not use pictures of the Building.

13. Tenant shall not make any room-to-room canvass to solicit business from other tenants in the Building; and shall not exhibit, sell or offer to sell, use, rent or exchange in or from the Premises unless ordinarily embraced within the Tenant's use of the Premises specified herein.

14. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the Building's heating and air conditioning, and shall not allow the adjustment (except by Landlord's authorized building personnel) of any controls. Tenant shall keep corridor doors closed and shall not open any windows except that if the air circulation shall not be in operation, windows which are openable may be opened with Landlord's consent.

15. Tenant shall not do any cooking in the Premises or engage any coffee cart service.

16. Any wallpaper or vinyl fabric materials which Tenant may install on painted walls shall be applied with a strippable adhesive. The use of nonstrippable adhesives will cause damage to the walls when materials are removed, and repairs made necessary thereby shall be made by Landlord at Tenant's expense.

17. Tenant shall provide and maintain hard surface protective mats under all desk chairs which are equipped with casters to avoid excessive wear and tear to carpeting. If Tenant fails to provide such mats, the cost of carpet repair or replacement made necessary by such excessive wear and tear shall be charged to and paid for by Tenant.

18. Tenant will refer all contractors, contractor's representatives and installation technicians, rendering any service to Tenant, to Landlord for Landlord's supervision, approval, and control before performance of any contractual service. This provision shall apply to all work performed in the Building including installations of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building.

19. Movement in or out of the Building of furniture, office equipment, or other bulky materials, or movement through the Building entrances or lobby shall be restricted to hours designated by Landlord. All such movements, shall be under supervision of Landlord and in the manner agreed between Tenant and Landlord by prearrangement before performance. Such prearrangement initiated by Tenant will include determination by Landlord and subject to his decision and control, of the time, method, and routing of movement, limitations imposed by safety or other concerns which may prohibit

any article, equipment or any other item from being brought into the Building. Tenant to assume all risk as to damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property, and personnel or Landlord if damaged or injured as a result of acts in connection with carrying out this service for tenant from time of entering property to completion of work; and Landlord shall not be liable for acts of any person engaged in, or any damage or loss to any of said property or persons resulting from any act in connection with such service performed for Tenant and Tenant hereby agrees to indemnify and hold harmless Landlord from and against any such damage, injury, or loss, including attorney's fees.

20. No portion of Tenant's area or any other part of the Building shall at any time be used or occupied as sleeping or lodging quarters.

21. Landlord will not be responsible for lost or stolen personal property, equipment, money or jewelry from Tenant's area or any public rooms regardless of whether such loss occurs when such area is locked against entry or not.

22. Employees of Landlord shall not receive or carry messages for or to any tenant or other person, nor contract with or render free or paid services to any tenant or tenant's agents, employees, or invitees; in the event any of Landlord's employees perform any such service, such employee shall be deemed the agent of tenant regardless of whether or how payment is arranged for services and Landlord is expressly relieved from any and all liability in connection with any such services and any associated injury or damage to person or property.

23. Tenant and its employees, agents, and invitees shall observe and comply with the driving and parking signs and markers on the property surrounding the Building.

24. Tenant shall give prompt notice to Landlord of any accidents to or defects in plumbing, electrical fixtures, or heating apparatus so that such accidents or defects may be attended to promptly.

25. The directories of the Building shall be used exclusively for the display of the name and location of the tenants only and will be provided at the expense of Landlord. Any additional names requested by Tenant to be displayed in the directories must be approved by Landlord and, if approved, will be provided at the sole expense of Tenant.

26. No vending machines of any description shall be installed, maintained or operated in any part of the Building without the written consent of Landlord.

27. Tenant and its employees and invitees shall not smoke on any part of the Building or Real Property (including exterior areas) except those areas, if any, that are designated or approved as smoking areas by Landlord.

28. Tenant shall comply with the rules and regulations of the Building attached hereto or delivered to Tenant.

29. Landlord reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building, and for the preservation of good order therein.

30. Landlord shall have the right to change these rules and regulations as provided for in Paragraph 9 of the Lease.

EXHIBIT C

WORK LETTER

(Tenant Performs Work)

In consideration of the covenants contained in this Work Letter and in the Lease, Landlord and Tenant agree as follows:

1. **WORK.** Tenant, at its sole cost and expense, shall perform, or cause to be performed, the work (the "**Work**") in the Premises provided for in the Approved Plans (as defined in Paragraph 2 hereof).

2. **PRE-CONSTRUCTION ACTIVITIES.**

(a) Prior to commencing the Work, Tenant shall submit the following information and items to Landlord for Landlord's review and approval:

(i) A detailed critical path construction schedule containing the major components of the Work and the time required for each, including the scheduled commencement date of construction of the Work, milestone dates and the estimated date of completion of construction.

(ii) An itemized statement of estimated construction cost, including fees for permits and architectural and engineering fees.

(iii) Evidence satisfactory to Landlord in all aspects of Tenant's ability to pay the cost of the Work as and when payments become due.

(iv) The names and addresses of Tenant's architect ("**Tenant's Architect**") and of the contractors (and said contractors' subcontractors) and materialmen to be engaged by Tenant for the Work (individually a "**Tenant Contractor**" and collectively "**Tenant's Contractors**") and copies of all construction contracts. Landlord has the right to approve or disapprove Tenant's Architect and Tenant's Contractors and all construction contracts, which approval shall not be unreasonably withheld or delayed, and to designate the engineer to be engaged to prepare engineering plans and specifications (if applicable) for the Work.

(v) Certified copies of insurance policies or certificates of insurance as hereinafter described. Tenant shall not permit Tenant's Contractors to commence work until the required insurance has been obtained and certified copies of policies or certificates have been delivered to Landlord.

(vi) Payment and performance bonds for all of Tenant's Contractors naming Landlord (or an agent, designee or representative appointed by Landlord's written notice to Tenant given prior to Tenant's procurement of paid bonds) as a dual obligee.

(vii) The Plans (as hereinafter defined) for the Work, which Plans shall be subject to Landlord's approval in accordance with Paragraph 2(b) below.

Tenant will update such information and items by notice to Landlord of any changes.

(b) As used herein the term "**Approved Plans**" shall mean the Plans (as hereinafter defined), as and when approved in writing by Landlord. As used herein, the term "**Plans**" shall mean the full and detailed architectural and engineering plans and specifications covering the Work (including, without limitation, architectural, mechanical and electrical working drawings for the Work). The Plans shall be subject to Landlord's approval and the approval of all local governmental authorities requiring

approval of the Work and/or the Approved Plans, including, but not limited to the Village of Itasca. Landlord shall give its approval or disapproval (giving general reasons in case of disapproval) of the Plans within twenty (20) days after their delivery to Landlord. Landlord agrees not to unreasonably withhold its approval of said Plans; provided, however, that Landlord shall not be deemed to have acted unreasonably if it withholds its approval of the Plans because, in Landlord's reasonable opinion: the Work as shown in the Plans is likely to adversely affect Building systems, the structure of the Building or the safety of the Building and/or its occupants; the Work as shown on the Plans might impair Landlord's ability to furnish services to Tenant or other tenants; the Work would increase the cost of operating the Building; the Work would violate any governmental laws, rules or ordinances (or interpretations thereof); the Work contains or uses hazardous or toxic materials or substances; the Work would adversely affect the appearance of the Building; the Work might adversely affect another tenant's premises; or the Work is prohibited by any mortgage or trust deed encumbering the Building. The foregoing reasons, however, shall not be exclusive of the reasons for which Landlord may withhold consent, whether or not such other reasons are similar or dissimilar to the foregoing. If Landlord notifies Tenant that changes are required to the final Plans submitted by Tenant, Tenant shall, within three (3) business days thereafter, submit to Landlord, for its approval, the Plans amended in accordance with the changes so required. The Plans shall also be revised, and the Work shall be changed, all at Tenant's cost and expense, to incorporate any work required in the Premises by any local governmental field inspector. Landlord's approval of the Plans shall in no way be deemed to be (i) an acceptance or approval of any element therein contained which is in violation of any applicable laws, ordinances, regulations or other governmental requirements, or (ii) an assurance that work done pursuant to the Approved Plans will comply with all applicable laws (or with the interpretations thereof) or satisfy Tenant's objectives and needs or Tenant's intended use of the Premises. Landlord acknowledges that the Plans and the Work will include the construction of a separate entrance to the OSCI Premises. Landlord agrees to work with Tenant to accommodate such separate entrance, subject to Landlord's reasonable approval of the entrance and the approval of all local governmental authorities including the Village of Itasca. In connection with any request for approval of the Work or the performance of the Work by Tenant, Landlord may retain the services of an architect and/or engineer and Tenant shall reimburse Landlord for the reasonable fees of such architect and/or engineer.

(c) No Work shall be undertaken or commenced by Tenant in the Premises until (i) Tenant has delivered, and Landlord has approved, all items set forth in Paragraph 2(a) above, (ii) all necessary building permits have been applied for and obtained by Tenant, and (iii) proper provision satisfactory to Landlord has been made by Tenant for payment in full of the cost of the Work.

3. **DELAYS.** In the event Tenant, for any reason, fails to complete the Work on or before the Commencement Date, Tenant shall be responsible for Rent and all other obligations set forth in the Lease from the Commencement Date regardless of the degree of completion of the Work on such date, and no such delay in completion of the Work shall relieve Tenant of any of its obligations under the Lease.

4. **INTENTIONALLY OMITTED.**

5. **CHANGE ORDERS.** All changes to the Approved Plans requested by Tenant must be approved by Landlord in advance of the implementation of such changes as part of the Work. All delays caused by Tenant-initiated change orders, including, without limitation, any stoppage of work during the change order review process, are solely the responsibility of Tenant and shall cause no delay in the commencement of the Lease or the Rent and other obligations therein set forth. All increases in the cost of the Work resulting from such change orders shall be borne by Tenant.

6. **STANDARDS OF DESIGN AND CONSTRUCTION AND CONDITIONS OF TENANT'S PERFORMANCE.** All work done in or upon the Premises by Tenant shall be done according to the standards set forth in this Paragraph 6, except as the same may be modified in the Approved Plans approved by or on behalf of Landlord and Tenant.

(a) Tenant's Approved Plans and all design and construction of the Work shall comply with

all applicable statutes, ordinances, regulations, laws, codes and industry standards, including, but not limited to, requirements of Landlord's fire insurance underwriters.

(b) Tenant shall, at its own cost and expense, obtain all required building permits and occupancy permits. Tenant's failure to obtain such permits shall not cause a delay in the commencement of the Term or the obligation to pay Rent or any other obligations set forth in the Lease.

(c) Tenant's Contractors shall be licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with Landlord's contractors and subcontractors and with other contractors and subcontractors in the Building. All Work shall be coordinated with any other construction or other work in the Building in order not to adversely affect construction work being performed by or for Landlord or its tenants.

(d) Landlord shall have the right, but not the obligation, to perform, on behalf of and for the account of Tenant, subject to reimbursement by Tenant, any work which pertains to patching of the Work and other work in the Building.

(e) Tenant shall use only new, first-class materials in the Work, except where explicitly shown in the Approved Plans. All Work shall be done in a good and workmanlike manner. Tenant shall obtain contractors' warranties of at least one year duration from the completion of the Work against defects in workmanship and materials on all work performed and equipment installed in the Premises as part of the Work.

(f) Tenant and Tenant's Contractors shall make all efforts, and take all steps appropriate to assure that all construction activities undertaken comport with the reasonable expectations of all tenants and other occupants of a fully-occupied (or substantially fully occupied) first-class office building and do not unreasonably interfere with the operation of the Building or with other tenants and occupants of the Building. In any event, Tenant shall comply with all reasonable rules and regulations existing from time to time at the Building. Tenant and Tenant's Contractors shall take all precautionary steps to minimize dust, noise and construction traffic, and to protect their facilities and the facilities of others affected by the Work and to properly police same. Construction equipment and materials are to be kept within the Premises and delivery and loading of equipment and materials shall be done at such locations and at such time as Landlord shall direct so as not to burden the construction or operation of the Building. If and as required by Landlord, the Premises shall be sealed off from the balance of the office space on the floor(s) containing the Premises so as to minimize the dispersal of dirt, debris and noise.

(g) Landlord shall have the right to order Tenant or any of Tenant's Contractors who violate the requirements imposed on Tenant or Tenant's Contractors in performing work to cease work and remove its equipment and employees from the Building. No such action by Landlord shall delay the commencement of the Lease or the obligation to pay Rent or any other obligations therein set forth.

(h) Utility costs or charges for any service (including HVAC, hoisting or freight elevator and the like) to the Premises shall be the responsibility of Tenant from the date Tenant is obligated to commence or commences the Work and shall be paid for by Tenant at Landlord's standard rates then in effect. Tenant shall apply and pay for all utility meters required. Tenant shall pay for all support services provided by Landlord's contractors at Tenant's request or at Landlord's discretion resulting from breaches or defaults by Tenant under this Work Letter. Tenant shall arrange and pay for removal of construction debris and shall not place debris in the Building's waste containers. If required by Landlord, Tenant shall sort and separate its waste and debris for recycling and/or environmental law compliance purposes.

(i) Tenant shall permit access to the Premises, and the Work shall be subject to inspection, by Landlord and Landlord's architects, engineers, contractors and other representatives, at all times during the period in which the Work is being constructed and installed and following completion of the

Work.

(j) Tenant shall proceed with the Work expeditiously, continuously and efficiently, and shall use its best efforts to complete the same on or before January 1, 2020. Tenant shall notify Landlord upon completion of the Work and shall furnish Landlord with such further documentation as required below.

(k) Tenant shall have no authority to deviate from the Approved Plans in performance of the Work, except as authorized by Landlord and its designated representative in writing. Tenant shall furnish to Landlord "as-built" drawings of the Work within thirty (30) days after completion of the Work.

(l) Landlord shall have the right to run utility lines, pipes, conduits, duct work and component parts of all mechanical and electrical systems where necessary or desirable through the Premises, to repair, alter, replace or remove the same, and to require Tenant to install and maintain proper access panels thereto.

(m) Tenant shall impose on and enforce all applicable terms of this Work Letter against Tenant's Architect and Tenant's Contractors.

7. INSURANCE AND INDEMNIFICATION.

(a) In addition to any insurance which may be required under the Lease, Tenant shall secure, pay for and maintain or cause Tenant's Contractors to secure, pay for and maintain during the continuance of construction and fixturing work within the Building or Premises, insurance in the following minimum coverages and the following minimum limits of liability:

(i) Worker's Compensation and Employer's Liability Insurance with limits of not less than \$1,000,000.00, or such higher amounts as may be required from time to time by any Employee Benefit Acts or other statutes applicable where the Work is to be performed, and in any event sufficient to protect Tenant's Contractors from liability under the aforementioned acts.

(ii) Comprehensive General Liability Insurance (including Contractors' Protective Liability) in an amount not less than \$2,000,000.00 per occurrence, whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of \$2,000,000.00, and with umbrella coverage with limits not less than \$5,000,000.00. Such insurance shall provide for explosion and collapse, completed operations coverage and broad form blanket contractual liability coverage and shall insure Tenant's Contractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others and arising from its operations under the contracts whether such operations are performed by Tenant's Contractors or by anyone directly or indirectly employed by any of them.

(iii) Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired, or non-owned in an amount not less than \$2,000,000.00 for each person in one accident, and \$2,000,000.00 for injuries sustained by two or more persons in any one accident and property damage liability in an amount not less than \$2,000,000.00 for each accident. Such insurance shall insure Tenant's Contractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others arising from its operations under the contracts, whether such operations are performed by Tenant's Contractors, or by anyone directly or indirectly employed by any of them.

(iv) "Special Form (All-Risk)" builder's risk insurance upon the entire Work to the full insurable value thereof. This insurance shall include the interests of Landlord and Tenant (and their respective contractors and subcontractors of any tier to the extent of any insurable interest therein) in the Work and shall insure against the perils of fire and extended coverage and shall

include "all-risk" builder's risk insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. If portions of the Work are stored off the site of the Building or in transit to said site are not covered under said "Special Form (All-Risk)" builder's risk insurance, then Tenant shall effect and maintain similar property insurance on such portions of the Work. Any loss insured under said "Special Form (All-Risk)" builder's risk insurance is to be adjusted with Landlord and Tenant and made payable to Landlord, as trustee for the insureds, as their interests may appear.

All policies (except the worker's compensation policy) shall be endorsed to include as additional insured parties the parties listed on, or required by, the Lease to be named as additional insureds, Landlord's contractors, Landlord's architects, and their respective beneficiaries, partners, directors, officers, employees and agents, and such additional persons as Landlord may designate. The waiver of subrogation provisions contained in the Lease shall apply to all insurance policies (except the worker's compensation policy) to be obtained by Tenant pursuant to this paragraph. The insurance policy endorsements shall also provide that all additional insured parties shall be given thirty (30) days' prior written notice of any reduction, cancellation or non-renewal of coverage (except that ten (10) days' notice shall be sufficient in the case of cancellation for non-payment of premium) insurance coverage afforded to the additional insured parties thereunder shall be primary to any insurance carried independently by said additional-insured parties. Additionally, where applicable, each policy shall contain a cross-liability and severability of interest clause.

(b) Without limitation of the indemnification provisions contained in the Lease, to the fullest extent permitted by law Tenant agrees to indemnify, protect, defend and hold harmless Landlord, the parties listed, or required by, the Lease to be named as additional insureds, Landlord's contractors, Landlord's architects, and their respective beneficiaries, partners, directors, officers, employees and agents, from and against all claims, liabilities, losses, damages and expenses of whatever nature arising out of or in connection with the Work or the entry of Tenant or Tenant's Contractors into the Building and mechanics' liens, the cost of any repairs to the Premises or Building necessitated by activities of Tenant or Tenant's Contractors, bodily injury to persons or damage to the property of Tenant, its employees, agents, invitees, licensees or others. It is understood and agreed that the foregoing indemnity shall be in addition to the insurance requirements set forth above and shall not be in discharge of or in substitution for same or any other indemnity or insurance provision of the Lease.

8. COMPLETION OF WORK/NO LIENS.

(a) Upon completion of the Work, Tenant shall furnish Landlord with full and final waivers of lien and contractors' affidavits and sworn statements, in such form as may be required by Landlord, from all parties performing labor or supplying materials or services in connection with the Work showing that all of said parties have been compensated in full and waiving all liens in connection with the Work, the Premises and Building. Tenant shall submit to Landlord a detailed breakdown of Tenant's total construction costs, together with such evidence of payment as is reasonably satisfactory to Landlord.

(b) Tenant shall pay for the Work when required under its contracts for the Work and shall not permit the Premises or the Building to become subject to any lien or claim of lien on account of labor, material or services furnished to or for the benefit of Tenant.

9. MISCELLANEOUS.

(a) If the Plans for the Work require the construction and installation of more fire hose cabinets or telephone/electrical closets than the number regularly provided by Landlord in the core of the Building in Tenant agrees to pay all costs and expenses arising from the construction and installation of such additional fire hose cabinets or telephone/electrical closets.

(b) Time is of the essence of this Work Letter.

(c) If Tenant fails to make any payment relating to the Work as required hereunder, Landlord, at its option, may complete the Work pursuant to the Approved Plans and continue to hold Tenant liable for the costs thereof and all other costs due to Landlord. Tenant's failure to pay any amounts owed by Tenant hereunder when due or Tenant's failure to perform its obligations hereunder shall also constitute a default under the Lease and Landlord shall have all the rights and remedies granted to Landlord under the Lease for nonpayment of any amounts owed thereunder or failure by Tenant to perform its obligations thereunder.

(d) Notices under this Work Letter shall be given in the same manner as under the Lease.

(e) This Work Letter sets forth the entire agreement of Tenant and Landlord regarding the Work. This Work Letter may only be amended if in writing, duly executed by both Landlord and Tenant.

(f) All amounts due from Tenant hereunder shall be deemed to be Rent due under the Lease.

EXHIBIT D
ROFR SPACE

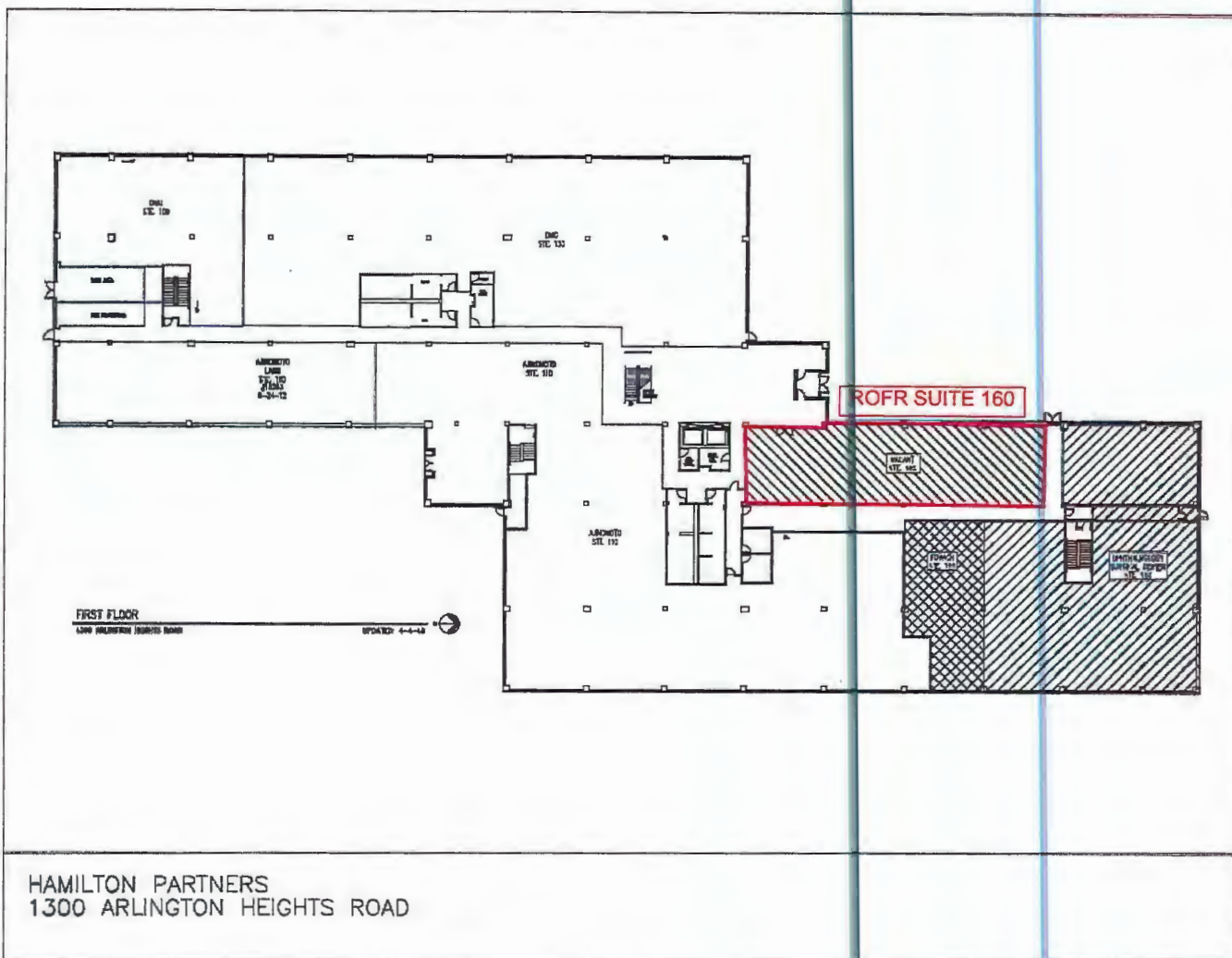
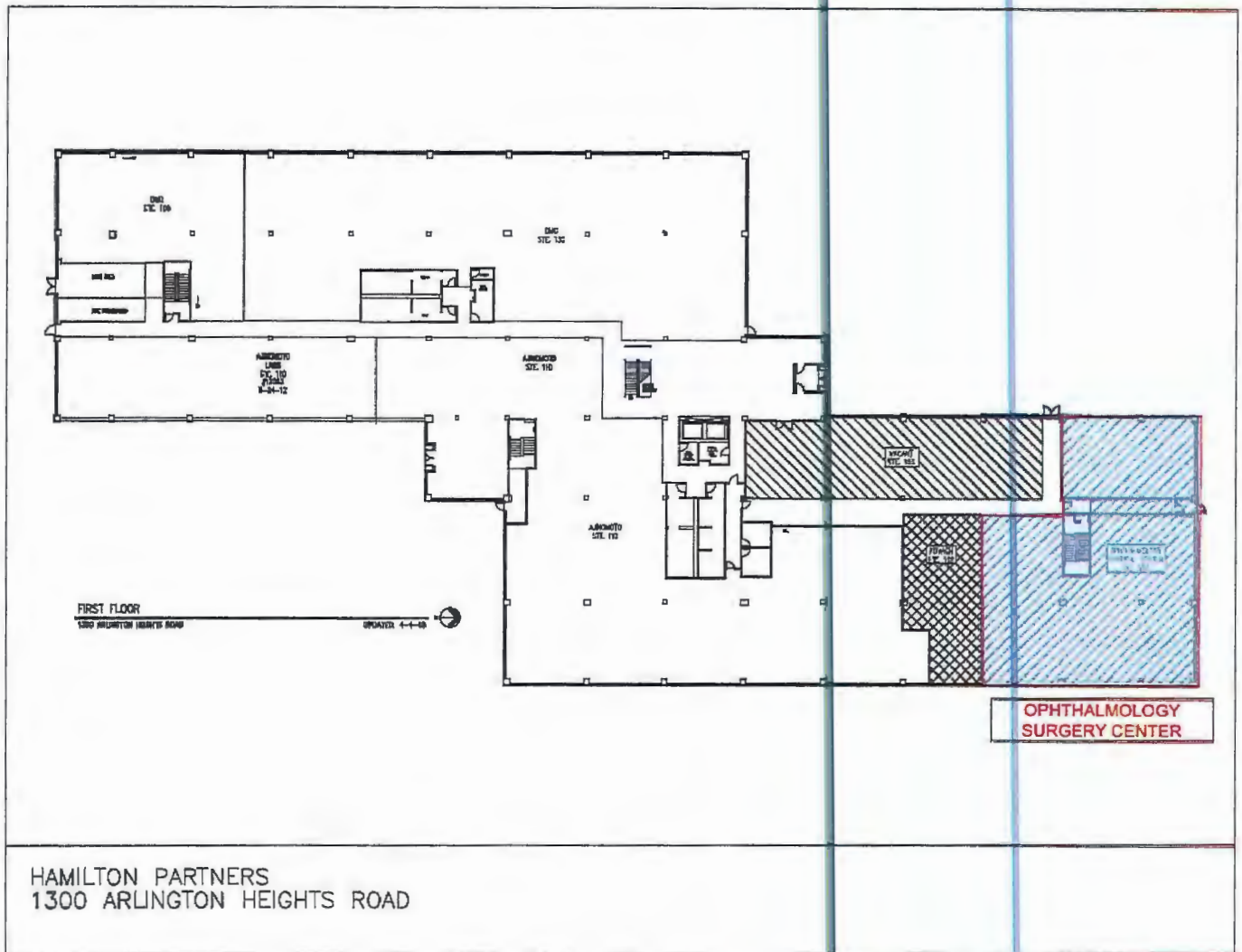


EXHIBIT A

(FLOOR PLATE(S) SHOWING PREMISES)

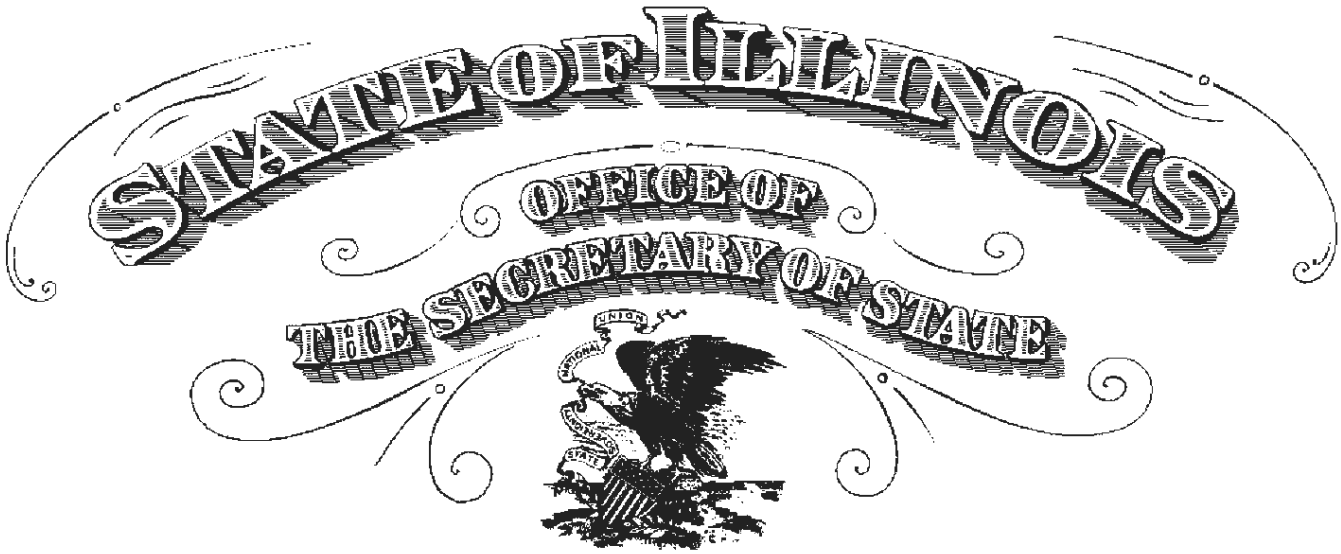


HAMILTON PARTNERS
1300 ARLINGTON HEIGHTS ROAD

Attachment 3

As to officers, directors, members, partners, or those with at least 5% ownership interest in OSCI, Dr. Kevin Kovach (84%) and Kevin J. Kovach Grantor Trust 2021 (15%). Dr. Kovach is the sole officer and director of OSCI.

As to Kovach Eye Institute, Ltd., Dr. Kovach is the sole owner and sole officer and director.



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

OPHTHALMOLOGY SURGERY CENTER OF ILLINOIS, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON OCTOBER 03, 2018, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 8TH
day of APRIL A.D. 2026 .

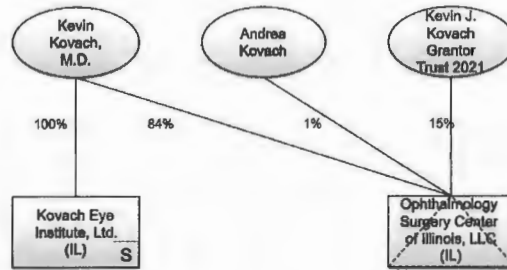
Authentication #: 2609801574 verifiable until 04/08/2027

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

Alexi Giannoulas
SECRETARY OF STATE

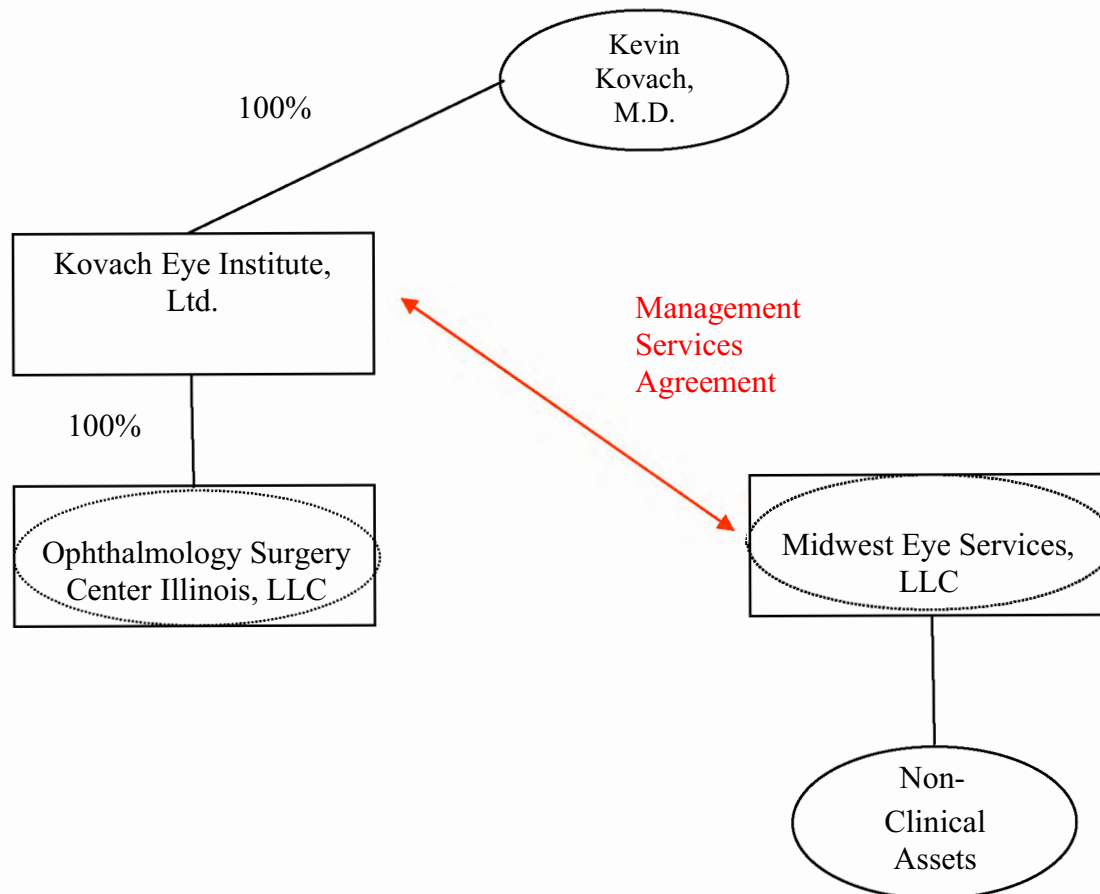
ATTACHMENT 4

Ophthalmology Surgery Center of Illinois, LLC - Ownership Chart - Current Structure



ATTACHMENT 4 (cont.)

Ophthalmology Surgery Center of Illinois, LLC - Ownership Chart - Post-Transaction Structure



Attachment 5

1. Health care facilities, as defined under the Illinois Health Facilities Planning Act, owned and operated by the applicant: None other than Ophthalmology Surgery Center of Illinois, LLC.
2. No corporate officers or directors, LLC members, partners, or owners of at least 5% of the proposed health care facility currently own or operate any health care facilities in Illinois, as defined under the Illinois Health Facilities Planning Act, other than Ophthalmology Surgery Center of Illinois, LLC.
3. No adverse actions have been 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.
4. Authorization: the signatures on the certification page of this application shall serve as authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted.
5. Not applicable.

ATTACHMENT 5 (cont.)



AAAHC

ACCREDITATION ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

grants this

CERTIFICATE OF ACCREDITATION

to

OPHTHALMOLOGY SURGERY CENTER OF ILLINOIS, LLC

1300 N ARLINGTON HEIGHTS ROAD

SUITE 150

ITASCA, IL 60143

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



128402

Organization Identification Number

SEPTEMBER 18, 2026

The Award of Accreditation Expires on the above date

DAVID SHAPIRO, MD

Chair of the Board

NOEL M. ADACHI, MBA

President and CEO

76

AAAHC • 3 PARKWAY NORTH, SUITE 201 • DEERFIELD, IL 60015

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
248.002884
036.090975

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:

EXPIRES:

01/01/2028

PROFESSIONAL LIMITED LIABILITY
COMPANY



OPHTHALMOLOGY SURGERY CENTER OF ILLINOIS LLC
1300 N ARLINGTON HEIGHTS RD STE 150
ITASCA, IL 60143-3128



MARIO TRETO, JR.
SECRETARY

CAMILE LINDSAY
ACTING DIRECTOR

The official status of this license can be verified at IDFPR.illinois.gov

19926920



ILLINOIS DEPARTMENT OF PUBLIC HEALTH

HF133944

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

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION	DIRECTOR	CATEGORY	I.D. NUMBER
7/5/2026			7003233
Ambulatory Surgery Treatment Center			
Effective: 07/06/2025			

Ophthalmology Surgery Center of Illinois
1300 N.Arlington Heights Road
Suite 150
Itasca, IL 60143

The face of this license has a colored background. • Printed by Authority of the State of Illinois • P.O. #4025001 2M 4/25

← DISPLAY THIS PART IN A
CONSPICUOUS PLACE

Exp. Date 7/5/2026

Lic Number 7003233

Date Printed 6/6/2025

Validation Num 36215

Ophthalmology Surgery Center of Illinois

1300 Arlington Heights Road
Itasca, IL 60143

FEE RECEIPT NO.

Attachment 6

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

The applicants are Kovach Eye Institute, Ltd. ("KEI") and Ophthalmology Surgery Center of Illinois, LLC ("OSCI"). Organizational charts showing the current ownership structure of the applicants and the proposed post-transaction structure are included in Attachment 4.
2. 1130.520(b)(1)(B) – Background of the parties:
 - a. By their signatures on the certification page, Kovach Eye Institute, Ltd. and Ophthalmology Surgery Center, LLC (applicants) certify 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:
 - a. The transaction will involve a transfer of the equity interests of OSCI, whereby the owners will convey 100% of the equity interests in OSCI to KEI. Kevin Kovach, M.D. remains the sole owner of KEI, which will hold OSCI as a wholly owned subsidiary. OSCI will continue to operate under its existing license, EIN and provider number and will enter into a management services agreement with Midwest Eye Services, LLC, who will have purchased the non-clinical assets of the practice and OSCI.
4. 1130.520(b)(1)(D) - Name of the person who will be licensed or certified entity after the transaction:
 - a. Ophthalmology Surgery Center of Illinois, LLC
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.
 - a. Prior to transaction:
 - i. Ophthalmology Surgery Center of Illinois, LLC – Kevin Kovach, M.D. (84%) , Andrea Kovach (1%), Kevin J. Kovach Grantor Trust 2021 (15%)
 - b. After transaction:
 - i. Ophthalmology Surgery Center of Illinois, LLC – KEI will own all equity interests of the LLC
 1. Kovach Eye Institute, Ltd. – Illinois corporation (owned 100% by Kevin Kovach, M.D.)
6. 1130.520(b)(1)(F) - Fair market value of surgery center assets to be transferred: \$17,000,000.00
 - a. The equity of OSCI will be transferred to KEI which represents a related persons transaction as contemplated by statute.
7. 1130.520(b)(1)(G) - The purchase price or other forms of consideration to be provided for those assets:
 - a. The purchase price attributable to the surgery center is \$17,000,000.
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.
 - a. Not applicable; there are no open permits for OSCI.
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:
 - a. Not applicable, the ownership change is not for a hospital.

10. 1130.520(b)(4) - A statement as to the anticipated benefits of the proposed changes in ownership to the community:
 - a. **The parties do not anticipate changes in the operation of OSCI as a result of the change in ownership.**
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:
 - a. **The parties do not anticipate changes in the operation of OSCI as a result of the change in ownership.**
12. 1130.520(b)(6) - A description of the facility's quality improvement program mechanism that will be utilized to assure quality control:
 - a. OSCI intends to continue using the current QAPI program of the facility as it has been a successful model to date and follows the required protocols and standards for the services provided.
13. 1130.520(b)(7) - A description of the selection process that the acquiring entity will use to select the facility's governing body:
 - a. **There is no anticipated change in the process for selecting the governing body of OSCI as a result of the proposed transaction.**
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:
 - a. The facility has a long history of treating and caring for patients successfully and there are no plans to change the scope of services or levels of care.

Attachment 7

Attachment 7, Charity Care Information, is inapplicable. OSCI has not provided charity care in the last three audited fiscal years.