ORIGINAL

12-023

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

RECEIVED
MAR 08 2012
HEALTH FACILITIES & SERVICES REVIEW BOARD

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: Advanced Eye Surgery and Laser Center		
Street Address: 646 West Pershing Road		
City and Zip Code: Decatur, 62526		
County: Macon County	Health Service Area 4	Health Planning Area: N/A

Applicant /Co-Applicant Identification
[Provide for each co-applicant [refer to Part 1130.220].

Exact Legal Name: Gailey Eye Surgery - Decatur, LLC
Address: 1008 North Main Street, Bloomington, Illinois 61701
Name of Registered Agent: Tom Restivo
Name of Chief Executive Officer*: Robert M. Lee M.D., Medical Director
CEO Address: 1008 North Main Street, Bloomington, Illinois 61701
Telephone Number: 309.829.5311

*In place of a Chief Executive Officer, Gailey Eye Surgery - Decatur, LLC has a Medical Director who serves a similar role as a CEO.

Type of Ownership of Applicant/Co-Applicant

- ☐ Non-profit Corporation
- ☐ For-profit Corporation
- ☒ Limited Liability Company
- ☐ Partnership
- ☐ Governmental
- ☐ 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.

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 during the review period]

Name: Lynn Gordon
Title: Attorney
Company Name: Ungaretti & Harris LLP
Address: 70 West Madison, Chicago, Illinois 60602
Telephone Number: 312.977.4134
E-mail Address: lgordon@uhlaw.com
Fax Number: 312.977.4405

Additional Contact
[Person who is also authorized to discuss the application for permit]

Name: Valerie Montague
Title: Attorney
Company Name: Ungaretti & Harris LLP
Address: 70 West Madison, Chicago, Illinois 60602
Telephone Number: 312.977.4485
E-mail Address: vbmontague@uhlaw.com
Fax Number: 312.977.4405

Applicant /Co-Applicant Identification

[Provide for each co-applicant [refer to Part 1130.220].

Exact Legal Name: Advanced Eye Surgery and Laser Center, LLC
Address: 646 West Pershing Road, Decatur, Illinois 62526
Name of Registered Agent: Sushant K. Sinha
Name of Chief Executive Officer: Sushant K. Sinha
CEO Address: 646 West Pershing Road, Decatur, Illinois 62526
Telephone Number: 217.875.0300

Type of Ownership of Applicant/Co-Applicant

☐	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.

APPEND DOCUMENTATION AS ATTACHMENT-1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Additional Contact

[Person who is also authorized to discuss the application for permit]

Name: Shawn Moon
Title: Attorney
Company Name: Ungaretti & Harris, LLP
Address: 70 West Madison, Chicago, Illinois 60602
Telephone Number: 312.977.4342
E-mail Address: skmoon@uhlaw.com
Fax Number: 312.977.4405

Post Permit Contact

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

Name: Tom Restivo
Title: Administrator
Company Name: Gailey Eye Surgery - Decatur, LLC
Address: 1008 North Main Street, Bloomington, Illinois 61701
Telephone Number: 309.557.8620
E-mail Address: torestivo@gaileyeyeclinic.com
Fax Number: 309.829.8397

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: SSMJ, LLC
Address of Site Owner: 2965 Lewallen Place, Decatur, Illinois 62521
Street Address or Legal Description of Site: **Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statement, 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.

Operating Identity/Licensee

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

Exact Legal Name: Advanced Eye Surgery and Laser Center, LLC
Address: 646 West Pershing Road, Decatur, Illinois 62526

☐ 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 co-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.

Flood Plain Requirements

[Refer to application instructions.]

Not Applicable - The project does not contemplate any construction or modification.

Provide documentation that the project complies with the requirements of Illinois Executive Order #2005-5 pertaining to construction activities in special flood hazard areas. As part of the flood plain requirements please provide a map of the proposed project location showing any identified floodplain areas. Floodplain maps can be printed at **www.FEMA.gov** or **www.illinoisfloodmaps.org**. **This map must be in a readable format**. In addition please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2005-5 **(http://www.hfsrb.illinois.gov)**.

APPEND DOCUMENTATION AS ATTACHMENT -5, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Historic Resources Preservation Act Requirements

[Refer to application instructions.]

Not Applicable - The project does not contemplate any construction or modification.

Provide documentation regarding compliance with the requirements of the Historic Resources Preservation Act.

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

DESCRIPTION OF PROJECT

1. Project Classification

[Check those applicable - refer to Part 1110.40 and Part 1120.20(b)]

Part 1110 Classification:	Part 1120 Applicability or Classification: [Check one only.]
☐ Substantive	☐ Part 1120 Not Applicable
☒ Non-substantive	☒ Category A Project
	☐ Category B Project
	☐ DHS or DVA Project

2. Narrative Description

Provide in the space below, a brief narrative description of the project. 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. Include the rationale regarding the project's classification as substantive or non-substantive.

Advanced Eye Surgery and Laser Center, LLC ("Licensee") operates and manages a single-specialty, Medicare-certified, Illinois licensed ophthalmological ambulatory surgical treatment center (the "ASTC"). The ASTC is located at 646 West Pershing Road, Decatur, Illinois and provides ophthalmological surgical services from two (2) operating rooms. The ASTC treats patients residing primarily in the Decatur area and, based on the 2010 Ambulatory Surgical Treatment Center Profile for the ASTC, the ASTC's patient base is approximately 79% Medicare patients.

Gailey Eye Surgery - Decatur, LLC ("Applicant") proposes to purchase one hundred percent (100%) of the membership units of Licensee from Dr. Sushant Sinha (the "Seller"), the sole member of Licensee who intends to retire. A Membership Unit Purchase Agreement (the "Agreement") has been executed between Seller and Gailey Eye Clinic, Ltd. Subsequently, all rights and obligations of Gailey Eye Clinic, Ltd. under the Agreement were assigned to Applicant through the Assignment and Assumption of Membership Unit Purchase Agreement (the "Assignment"). The closing of the transaction is conditioned upon the Illinois Health Facilities and Services Review Board (the "Board") approval of this certificate of need application, as referenced in Section 8.1(f) of the Agreement. The Agreement is included in this application as Exhibit A and the Assignment as Exhibit B.

This project is classified as a Category A project because the project does not exceed two-million dollars ($2,000,000) in value. Pursuant to 77 Ill. Admin. Code §1110.40, this project is considered non-substantive as it contemplates a change of ownership.

The project will be funded through initial capital contributions made by the Members of Applicant. Such initial capital contributions have been calculated to provide Applicant with sufficient funds to cover the final purchase price and associated costs for the acquisition of the membership interests in Licensee. As there are six initial members of Applicant, each Member's estimated portion of the final purchase price and associated acquisition costs results in an anticipated initial capital contribution of approximately $282,500. The business of the ASTC will continue uninterrupted with projected revenue exceeding expenses, such that additional capital should not be necessary for funding operations. However, Applicant is preliminarily approved for a line of credit if needed. See attached Letter re Preliminary Approval for Line of Credit included in Attachment 42 of this application.

The current employees will remain in place, except for changes that occur in the ordinary course of business, and additional staff will be added. The project does not involve any construction or modification relating to the ASTC's physical plant. As a result, there will be no construction costs associated with this transaction. Furthermore, there will be no change in gross square footage of the ASTC as a result of this project. There will be no reduction in the the scope of services provided by the ASTC; in fact, Applicant anticipates expanding the scope of services currently provided by the ASTC. Applicant plans to expand the services available to the community by providing retina and pediatric ophthalmology services which are currently not offered by the ASTC. These additional services will not affect the single specialty categorization of the ASTC as they fall within the scope of ophthalmological services currently provided by the ASTC. Following project completion, Applicant intends to adopt a "doing business as" name and operate the ASTC under that name.

The transaction is scheduled to close as soon as practicable following approval of the Certificate of Need from the Board. The anticipated project completion date is no later than June 15, 2012, unless otherwise extended by agreement of the parties.

Project Costs and Sources of Funds

Complete the following table listing all costs (refer to Part 1120.110) associated with the project. When a project or any component of a project is to be accomplished by lease, donation, gift, or other means, the fair market or dollar value (refer to Part 1130.140) of the component must be included in the estimated project cost. If the project contains non-reviewable components that are not related to the provision of health care, complete the second column of the table below. Note, the use and sources of funds must equal.

Project Costs and Sources of Funds			
USE OF FUNDS	**CLINICAL**	**NONCLINICAL**	**TOTAL**
Preplanning Costs			
Site Survey and Soil Investigation			
Site Preparation			
Off Site Work			
New Construction Contracts			
Modernization Contracts			
Contingencies			
Architectural/Engineering Fees			
Consulting and Other Fees			$195,000
Movable or Other Equipment (not in construction contracts)			
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space or Equipment			
Purchase Price of Membership Units			$1,500,000
Acquisition of Building or Other Property (excluding land)			
TOTAL USES OF FUNDS			$1,695,000
SOURCE OF FUNDS	**CLINICAL**	**NONCLINICAL**	**TOTAL**
Cash and Securities			$1,695,000
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)			
Governmental Appropriations			
Grants			
Other Funds and Sources			
TOTAL SOURCES OF FUNDS			$1,695,000

NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT-7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

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: $ N/A
Fair Market Value: $ N/A

The project involves the establishment of a new facility or a new category of service
☐ Yes ☒ No

If yes, provide the dollar amount of all **non-capitalized** operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100.

Estimated start-up costs and operating deficit cost is $ N/A.

Project Status and Completion Schedules

Indicate the stage of the project's architectural drawings:

☒ None or not applicable ☐ Preliminary
☐ Schematics ☐ Final Working

Anticipated project completion date (refer to Part 1130.140): June 15, 2012

Indicate the following with respect to project expenditures or to obligation (refer to Part 1130.140):

☐ Purchase orders, leases or contracts pertaining to the project have been executed.
☒ Project obligation is contingent upon permit issuance. Provide a copy of the contingent "certification of obligation" document, highlighting any language related to CON Contingencies
☐ Project obligation will occur after permit issuance.

APPEND DOCUMENTATION AS ATTACHMENT-8, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

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
N/A ☐ All reports regarding outstanding permits
Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.

Cost Space Requirements

Not Applicable - The project does not contemplate any construction or modification.

Provide in the following format, the department/area **DGSF** or the building/area **BGSF** and cost. The type of gross square footage, either **DGSF** or **BGSF,** must be identified. The sum of the department costs **MUST** equal the total estimated project costs. Indicate if any space is being reallocated for a different purpose. Include outside wall measurements plus the department's or area's portion of the surrounding circulation space. **Explain the use of any vacated space.**

		Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
Dept. / Area	**Cost**	**Existing**	**Proposed**	**New Const.**	**Modernized**	**As Is**	**Vacated Space**
REVIEWABLE							
Medical Surgical							
Intensive Care							
Diagnostic Radiology							
MRI							
Total Clinical							
NON REVIEWABLE							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL							

APPEND DOCUMENTATION AS ATTACHMENT-9, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Facility Bed Capacity and Utilization

Not Applicable - The project contemplates the change of ownership in an ASTC which does not operate beds.

Complete the following chart, as applicable. Complete a separate chart for each facility that is a part of the project and insert following this page. Provide the existing bed capacity and utilization data for the latest **Calendar Year for which the data are available. Include observation days in the patient day totals for each bed service.** Any bed capacity discrepancy from the Inventory will result in the application being deemed **incomplete**.

FACILITY NAME:			**CITY:**		
REPORTING PERIOD DATES:		**From:**		**to:**	
Category of Service	**Authorized Beds**	**Admissions**	**Patient Days**	**Bed Changes**	**Proposed Beds**
Medical/Surgical					
Obstetrics					
Pediatrics					
Intensive Care					
Comprehensive Physical Rehabilitation					
Acute/Chronic Mental Illness					
Neonatal Intensive Care					
General Long Term Care					
Specialized Long Term Care					
Long Term Acute Care					
Other ((identify)					
TOTALS:					

CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) 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 manger 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 for Permit is filed on the behalf of Gailey Eye Surgery - Decatur, 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 for permit 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 permit application fee required for this application is sent herewith or will be paid upon request.**

SIGNATURE

Robert M. Lee, MD
PRINTED NAME

Member
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 29 day of Feb 2012

Rebecca L Cox
Signature of Notary

Seal

REBECCA L COX
MY COMMISSION EXPIRES
MAY 24, 2014

SIGNATURE

Ken R. Barba MD
PRINTED NAME

Member
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 29 day of Feb 2012

Rebecca L Cox
Signature of Notary

Seal

REBECCA L COX
MY COMMISSION EXPIRES
MAY 24, 2014

*Insert EXACT legal name of the applicant

CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) are:

- o 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 manger 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 for Permit is filed on the behalf of Advanced Eye Surgery and Laser Center, LLC * **in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit 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 permit application fee required for this application is sent herewith or will be paid upon request.**

Sushant Sinha	
SIGNATURE	SIGNATURE
Sushant Sinha	
PRINTED NAME	PRINTED NAME
Sole Member	
PRINTED TITLE	PRINTED TITLE
Notarization: Subscribed and sworn to before me this 29th day of February	Notarization: Subscribed and sworn to before me this _____ day of _____
Austin a Idleman	
Signature of Notary	Signature of Notary
Seal	Seal

OFFICIAL SEAL
AUSTIN A IDLEMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/24/15

*Insert EXACT legal name of the applicant

SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS

This Section is applicable to all projects except those that are solely for discontinuation with no project costs.

Criterion 1110.230 – Background, Purpose of the Project, and Alternatives

READ THE REVIEW CRITERION and provide the following required information:

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 certified listing of any adverse action taken against any facility owned and/or operated by the applicant during the three years prior to the filing of the application.
3. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to: official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**
4. If, during a given calendar year, an applicant submits more than one application for permit, 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 the information has been 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-11, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-4) MUST BE IDENTIFIED IN ATTACHMENT 11.

PURPOSE OF PROJECT

1. Document that the project will provide health services that improve the health care or well-being of the market area population to be served.
2. Define the planning area or market area, or other, per the applicant's definition.
3. Identify the existing problems or issues that need to be addressed, as applicable and appropriate for the project. [See 1110.230(b) for examples of documentation.]
4. Cite the sources of the information provided as documentation.
5. Detail how the project will address or improve the previously referenced issues, as well as the population's health status and well-being.
6. Provide goals with quantified and measurable objectives, with specific timeframes that relate to achieving the stated goals as **appropriate**.

For projects involving modernization, describe the conditions being upgraded if any. For facility projects, include statements of age and condition and regulatory citations if any. For equipment being replaced, include repair and maintenance records.

NOTE: Information regarding the "Purpose of the Project" will be included in the State Agency Report.

APPEND DOCUMENTATION AS ATTACHMENT-12, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-6) MUST BE IDENTIFIED IN ATTACHMENT 12.

ALTERNATIVES

1) Identify **ALL** of the alternatives to the proposed project:

Alternative options **must** include:

A) Proposing a project of greater or lesser scope and cost;

B) Pursuing a joint venture or similar arrangement with one or more providers or entities to meet all or a portion of the project's intended purposes; developing alternative settings to meet all or a portion of the project's intended purposes;

C) Utilizing other health care resources that are available to serve all or a portion of the population proposed to be served by the project; and

D) Provide the reasons why the chosen alternative was selected.

2) Documentation shall consist of a comparison of the project to alternative options. The comparison shall address issues of total costs, patient access, quality and financial benefits in both the short term (within one to three years after project completion) and long term. This may vary by project or situation. **FOR EVERY ALTERNATIVE IDENTIFIED THE TOTAL PROJECT COST AND THE REASONS WHY THE ALTERNATIVE WAS REJECTED MUST BE PROVIDED.**

3) The applicant shall provide empirical evidence, including quantified outcome data that verifies improved quality of care, as available.

APPEND DOCUMENTATION AS ATTACHMENT-13, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION IV - PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE

Per 77 Ill. Admin. Code §1110.40, this criterion is not applicable to change of ownership certificate of need applications.

Criterion 1110.234 - Project Scope, Utilization, and Unfinished/Shell Space

READ THE REVIEW CRITERION and provide the following information:

SIZE OF PROJECT:

1. Document that the amount of physical space proposed for the proposed project is necessary and not excessive. **This must be a narrative.**

2. If the gross square footage exceeds the BGSF/DGSF standards in Appendix B, justify the discrepancy by documenting one of the following::

   a. Additional space is needed due to the scope of services provided, justified by clinical or operational needs, as supported by published data or studies;

   b. The existing facility's physical configuration has constraints or impediments and requires an architectural design that results in a size exceeding the standards of Appendix B;

   c. The project involves the conversion of existing space that results in excess square footage.

Provide a narrative for any discrepancies from the State Standard. A table must be provided in the following format with Attachment 14.

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?

APPEND DOCUMENTATION AS ATTACHMENT-14, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

PROJECT SERVICES UTILIZATION:

Per 77 Ill. Admin. Code §1110.40, this criterion is not applicable to change of ownership certificate of need applications.

This criterion is applicable only to projects or portions of projects that involve services, functions or equipment for which HFSRB has established utilization standards or occupancy targets in 77 Ill. Adm. Code 1100.

Document that in the second year of operation, the annual utilization of the service or equipment shall meet or exceed the utilization standards specified in 1110.Appendix B. **A narrative of the rationale that supports the projections must be provided.**

A table must be provided in the following format with Attachment 15.

UTILIZATION					
	DEPT./ SERVICE	HISTORICAL UTILIZATION (PATIENT DAYS) (TREATMENTS) ETC.	PROJECTED UTILIZATION	STATE STANDARD	MET STANDARD?
YEAR 1					
YEAR 2					

APPEND DOCUMENTATION AS ATTACHMENT-15, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE. APPLICATION FORM.

SECTION VI - MERGERS, CONSOLIDATIONS AND ACQUISITIONS/CHANGES OF OWNERSHIP

This Section is applicable to projects involving merger, consolidation or acquisition/change of ownership.

NOTE: For all projects involving a change of ownership THE TRANSACTION DOCUMENT must be submitted with the application for permit. The transaction document must be signed dated and contain the appropriate contingency language.

Please see Exhibit A for a copy of the Agreement.

A. Criterion 1110.240(b), Impact Statement

Read the criterion and provide an impact statement that contains the following information:

1. Any change in the number of beds or services currently offered.
2. Who the operating entity will be.
3. The reason for the transaction.
4. Any anticipated additions or reductions in employees now and for the two years following completion of the transaction.
5. A cost-benefit analysis for the proposed transaction.

B. Criterion 1110.240(c), Access

Read the criterion and provide the following:

1. The current admission policies for the facilities involved in the proposed transaction.
2. The proposed admission policies for the facilities.
3. A letter from the CEO certifying that the admission policies of the facilities involved will not become more restrictive.

C. Criterion 1110.240(d), Health Care System

Read the criterion and address the following:

1. Explain what the impact of the proposed transaction will be on the other area providers.
2. List all of the facilities within the applicant's health care system and provide the following for each facility.
   a. the location (town and street address);
   b. the number of beds;
   c. a list of services; and
   d. the utilization figures for each of those services for the last 12 month period.
3. Provide copies of all present and proposed referral agreements for the facilities involved in this transaction.
4. Provide time and distance information for the proposed referrals within the system.
5. Explain the organization policy regarding the use of the care system providers over area providers.
6. Explain how duplication of services within the care system will be resolved.
7. Indicate what services the proposed project will make available to the community that are not now available.

APPEND DOCUMENTATION AS ATTACHMENT-19, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

The following Sections DO NOT need to be addressed by the applicants or co-applicants responsible for funding or guaranteeing the funding of the project if the applicant has a bond rating of A- or better from Fitch's or Standard and Poor's rating agencies, or A3 or better from Moody's (the rating shall be affirmed within the latest 18 month period prior to the submittal of the application):

- **Section 1120.120 Availability of Funds – Review Criteria**
- **Section 1120.130 Financial Viability – Review Criteria**
- **Section 1120.140 Economic Feasibility – Review Criteria, subsection (a)**

VIII. - 1120.120 - Availability of Funds

The applicant shall document that financial resources shall be available and be equal to or exceed the estimated total project cost plus any related project costs by providing evidence of sufficient financial resources from the following sources, as applicable: **Indicate the dollar amount to be provided from the following sources:**

$1,695,000	a)	Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to: 1) the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and 2) interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion;
_____	b)	Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated time table of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.
_____	c)	Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;
_____	d)	Debt – a statement of the estimated terms and conditions (including the debt time period, variable or permanent interest rates over the debt time period, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including: 1) For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated; 2) For revenue bonds, proof of the feasibility of securing the specified amount and interest rate; 3) For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc.; 4) For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment; 5) For any option to lease, a copy of the option, including all terms and conditions.
_____	e)	Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent;
_____	f)	Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;
_____	g)	All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.
$1,695,000	**TOTAL FUNDS AVAILABLE**	

APPEND DOCUMENTATION AS ATTACHMENT-39, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

IX. 1120.130 - Financial Viability

All the applicants and co-applicants shall be identified, specifying their roles in the project funding or guaranteeing the funding (sole responsibility or shared) and percentage of participation in that funding.

Financial Viability Waiver

The applicant is not required to submit financial viability ratios if:

1. **All of the projects capital expenditures are completely funded through internal sources**
2. **The applicant's current debt financing or projected debt financing is insured or anticipated to be insured by MBIA (Municipal Bond Insurance Association Inc.) or equivalent**
3. **The applicant provides a third party surety bond or performance bond letter of credit from an A rated guarantor.**

See Section 1120.130 Financial Waiver for information to be provided

APPEND DOCUMENTATION AS ATTACHMENT-40, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

The applicant or co-applicant that is responsible for funding or guaranteeing funding of the project shall provide viability ratios for the latest three years for which **audited financial statements are available and for the first full fiscal year at target utilization, but no more than two years following project completion.** When the applicant's facility does not have facility specific financial statements and the facility is a member of a health care system that has combined or consolidated financial statements, the system's viability ratios shall be provided. If the health care system includes one or more hospitals, the system's viability ratios shall be evaluated for conformance with the applicable hospital standards.

Provide Data for Projects Classified as:	**Category A or Category B (last three years)**	**Category B (Projected)**
Enter Historical and/or Projected Years:	Not Applicable - Applicant qualifies for the financial viability waiver as all of the project's capital expenditures are completely funded through internal sources.	
Current Ratio		
Net Margin Percentage		
Percent Debt to Total Capitalization		
Projected Debt Service Coverage		
Days Cash on Hand		
Cushion Ratio		

Provide the methodology and worksheets utilized in determining the ratios detailing the calculation and applicable line item amounts from the financial statements. Complete a separate table for each co-applicant and provide worksheets for each.

2. Variance

Applicants not in compliance with any of the viability ratios shall document that another organization, public or private, shall assume the legal responsibility to meet the debt obligations should the applicant default.

APPEND DOCUMENTATION AS ATTACHMENT 41, IN NUMERICAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

X. 1120.140 - Economic Feasibility

This section is applicable to all projects subject to Part 1120.

A. Reasonableness of Financing Arrangements

The applicant shall document the reasonableness of financing arrangements by submitting a notarized statement signed by an authorized representative that attests to one of the following:

1) That the total estimated project costs and related costs will be funded in total with cash and equivalents, including investment securities, unrestricted funds, received pledge receipts and funded depreciation; or

2) That the total estimated project costs and related costs will be funded in total or in part by borrowing because:

A) A portion or all of the cash and equivalents must be retained in the balance sheet asset accounts in order to maintain a current ratio of at least 2.0 times for hospitals and 1.5 times for all other facilities; or

B) Borrowing is less costly than the liquidation of existing investments, and the existing investments being retained may be converted to cash or used to retire debt within a 60-day period.

B. Conditions of Debt Financing

This criterion is applicable only to projects that involve debt financing. The applicant shall document that the conditions of debt financing are reasonable by submitting a notarized statement signed by an authorized representative that attests to the following, as applicable:

1) That the selected form of debt financing for the project will be at the lowest net cost available;

2) That the selected form of debt financing will not be at the lowest net cost available, but is more advantageous due to such terms as prepayment privileges, no required mortgage, access to additional indebtedness, term (years), financing costs and other factors;

3) That the project involves (in total or in part) the leasing of equipment or facilities and that the expenses incurred with leasing a facility or equipment are less costly than constructing a new facility or purchasing new equipment.

C. **Reasonableness of Project and Related Costs**

Read the criterion and provide the following.

1. Identify each department or area impacted by the proposed project and provide a cost and square footage allocation for new construction and/or modernization using the following format (insert after this page).

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE

Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Cost/Square Foot Mod.	Gross Sq. Ft. New	Gross Sq. Ft. Circ.*	Gross Sq. Ft. Mod.	Gross Sq. Ft. Circ.*	Const. $ (A x C)	Mod. $ (B x E)	
Contingency									
TOTALS									

* Include the percentage (%) of space for circulation

D. **Projected Operating Costs**

The applicant shall provide the projected direct annual operating costs (in current dollars per equivalent patient day or unit of service) for the first full fiscal year at target utilization but no more than two years following project completion. Direct cost means the fully allocated costs of salaries, benefits and supplies for the service.

E. **Total Effect of the Project on Capital Costs**

The applicant shall provide the total projected annual capital costs (in current dollars per equivalent patient day) for the first full fiscal year at target utilization but no more than two years following project completion.

APPEND DOCUMENTATION AS ATTACHMENT -42, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

XI. Safety Net Impact Statement

Not Applicable - The project is classified as a "Non-substantive" project and does not contemplate the discontinuation of a health care facility.

SAFETY NET IMPACT STATEMENT that describes all of the following must be submitted for ALL SUBSTANTIVE AND DISCONTINUATION PROJECTS:

1. The project's material impact, if any, on essential safety net services in the community, to the extent that it is feasible for an applicant to have such knowledge.

2. The project's impact on the ability of another provider or health care system to cross-subsidize safety net services, if reasonably known to the applicant.

3. How the discontinuation of a facility or service might impact the remaining safety net providers in a given community, if reasonably known by the applicant.

Safety Net Impact Statements shall also include all of the following:

1. For the 3 fiscal years prior to the application, a certification describing the amount of charity care provided by the applicant. The amount calculated by hospital applicants shall be in accordance with the reporting requirements for charity care reporting in the Illinois Community Benefits Act. Non-hospital applicants shall report charity care, at cost, in accordance with an appropriate methodology specified by the Board.

2. For the 3 fiscal years prior to the application, a certification of the amount of care provided to Medicaidpatients. Hospital and non-hospital applicants shall provide Medicaid information in a manner consistent with the information reported each year to the Illinois Department of Public Health regarding "Inpatients and Outpatients Served by Payor Source" and "Inpatient and Outpatient Net Revenue by Payor Source" as required by the Board under Section 13 of this Act and published in the Annual Hospital Profile.

3. Any information the applicant believes is directly relevant to safety net services, including information regarding teaching, research, and any other service.

A table in the following format must be provided as part of Attachment 43.

Safety Net Information per PA 96-0031			
CHARITY CARE			
Charity (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
Total			
Charity (cost in dollars)			
Inpatient			
Outpatient			
Total			
MEDICAID			
Medicaid (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
Total			

Medicaid (revenue)			
Inpatient			
Outpatient			
Total			

APPEND DOCUMENTATION AS ATTACHMENT-43, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

XII. Charity Care Information

Charity Care information MUST be furnished for ALL projects.

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 44.

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

APPEND DOCUMENTATION AS ATTACHMENT-44, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

After paginating the entire, completed application, indicate in the chart below, the page numbers for the attachments included as part of the project's application for permit:

INDEX OF ATTACHMENTS

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3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	36-39
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10	Discontinuation	NOT APPLICABLE
11	Background of the Applicant	48-52
12	Purpose of the Project	53-54
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14	Size of the Project	56
15	Project Service Utilization	57
16	Unfinished or Shell Space	NOT APPLICABLE
17	Assurances for Unfinished/Shell Space	NOT APPLICABLE
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	Service Specific:	NOT APPLICABLE
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21	Comprehensive Physical Rehabilitation	NOT APPLICABLE
22	Acute Mental Illness	NOT APPLICABLE
23	Neonatal Intensive Care	NOT APPLICABLE
24	Open Heart Surgery	NOT APPLICABLE
25	Cardiac Catheterization	NOT APPLICABLE
26	In-Center Hemodialysis	NOT APPLICABLE
27	Non-Hospital Based Ambulatory Surgery	NOT APPLICABLE
28	General Long Term Care	NOT APPLICABLE
29	Specialized Long Term Care	NOT APPLICABLE
30	Selected Organ Transplantation	NOT APPLICABLE
31	Kidney Transplantation	NOT APPLICABLE
32	Subacute Care Hospital Model	NOT APPLICABLE
33	Post Surgical Recovery Care Center	NOT APPLICABLE
34	Children's Community-Based Health Care Center	NOT APPLICABLE
35	Community-Based Residential Rehabilitation Center	NOT APPLICABLE
36	Long Term Acute Care Hospital	NOT APPLICABLE
37	Clinical Service Areas Other than Categories of Service	NOT APPLICABLE
38	Freestanding Emergency Center Medical Services	NOT APPLICABLE
	Financial and Economic Feasibility:	
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ATTACHMENT 1

TYPE OF OWNERSHIP – CERTIFICATE OF GOOD STANDING

File Number 0383244-9

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

GAILEY EYE SURGERY - DECATUR, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON FEBRUARY 21, 2012, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

Authentication #: 1205402068

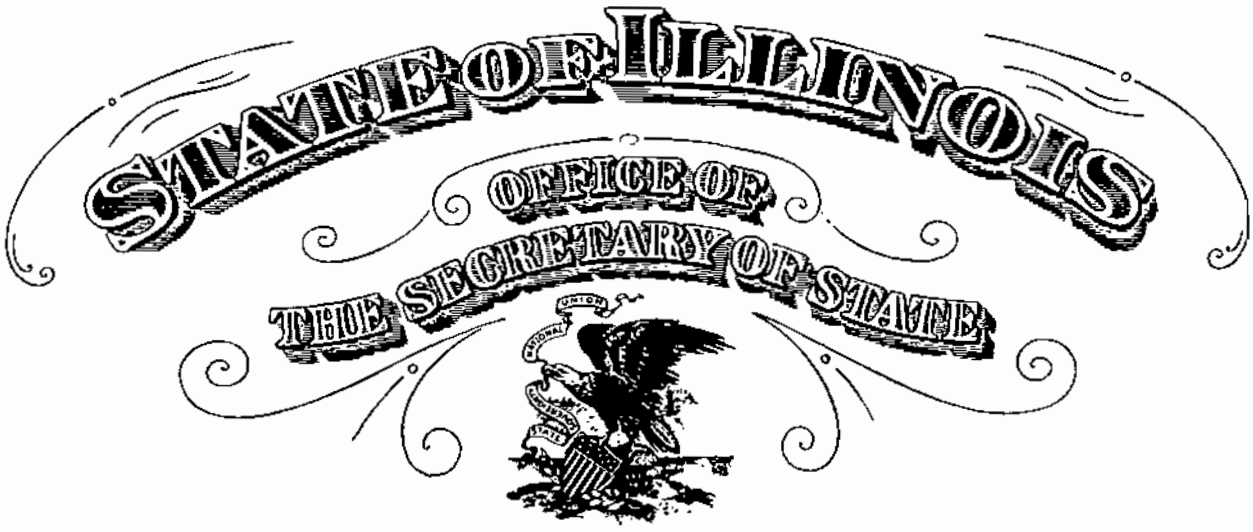
Authenticate at: http://www.cyberdriveillinois.com

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 23TH *day of* FEBRUARY *A.D.* 2012 .

Jesse White

SECRETARY OF STATE

File Number 0099199-6



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

ADVANCED EYE SURGERY AND LASER CENTER, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON AUGUST 28, 2003, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

Authentication #: 1205402090

Authenticate at: http://www.cyberdriveillinois.com

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 23TH *day of* FEBRUARY *A.D.* 2012 .

Jesse White

SECRETARY OF STATE

ATTACHMENT 2

SITE OWNERSHIP – PROOF OF OWNERSHIP

Following the transaction, the ASTC will continue to operate from the current building and space which is owned by SSMJ, LLC (the "LLC") an Illinois limited liability company in which Dr. Sushant Sinha is the sole member. In the proposed transaction, Dr. Sinha is also the selling party of the membership interests in Advanced Eye Surgery and Laser Center, LLC. Attached is the lease for the ASTC space (the "Lease") which will be entered into between the LLC as Landlord and Applicant as Lessee at the closing of the transaction. The terms and form of the Lease have been negotiated and agreed to as part of, and attached as Exhibit D to, the Membership Unit Purchase Agreement.

As the Lease will be directly between the owner as Landlord and Applicant as Lessee and as Dr. Sinha is also the selling party of the membership interests in Advanced Eye Surgery and Laser Center, LLC, no third party consent or other contingency is required to be fulfilled prior to execution thereof.

Office Lease Agreement
646 W. Pershing Rd., Decatur, IL

This Commercial Lease Agreement ("Lease") is made and effective this _____ day of November, 2011, by and between SSMJ, LLC, an Illinois Limited Liability Company ("Lessor(s)") and Gailey Eye Surgery – Decatur, LLC, an limited liability company ("Tenant(s)").

Lessor is the Owner of the land and improvements with a common address of 646 W. Pershing Road, Decatur, IL 62526 and consisting of:

Medical Office area	12,368 square feet
Ambulatory Surgery Center	4,437 square feet
Total:	16,805 square feet

as indicated on the attached Map Exhibit "A", (the "Leased Premises"):

Lessor desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Lessor for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Lessor hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Lessor, for a term of ten (10) years ("Initial Term") beginning January 1st, 2012, ("Commencement Date"), and ending December 31, 2021 at 11:59 PM, ("Termination Date").

B. If Tenant's option to purchase is not sooner exercised, then this Lease shall automatically renew for up to two (2) extended terms of three (3) years each at the rental amount specified herein ("Extension Term" and together with the Initial Term, collectively, the "Term"), unless notice of non-renewal is given by Tenant. Tenant may elect the non-renewal option, if at all, by giving written notice to Lessor not less than ninety (90) days prior to the expiration of the Initial Term or applicable Extension Term. Each Extension Term shall commence immediately after the expiration of the preceding Initial Term or Extension Term, as applicable. All Extension Terms shall be at the rental amount set forth below in section 2.B but in all other cases otherwise upon the same covenants, terms, conditions and provisions as provided in this Lease. Tenant shall accept the Leased Premises in its "AS-IS" Condition without any obligation of Lessor to repaint, remodel, repair, improve or alter the Leased Premises or to provide Tenant any allowance. During the Extension Terms, references in this Lease to the Term shall be deemed to mean the Initial Term as extended by the Extension Term unless the context clearly requires otherwise.

2. Rental, Late Charges & Security Deposit.

A. Tenant shall pay rent to Lessor during the Initial Term $15.00 per square foot annually payable in monthly installments of $21,006.25 per month due on or before the 1st day of each month, the first payment being due January 1st, 2012. Each installment payment shall be due in advance on the first day of each calendar month during the lease term payable to Lessor and addressed and mailed to: SSMJ, LLC, 2965 Lewallen Pl, Decatur, IL 62521, or at such other place designated by written notice from Lessor to Tenant.

B. The rental for the first Extension Term, if created as permitted under this Lease, shall be payable by Tenant to Lessor in installments of $22,406.00 per month. The rental for the second Extension Term, if created as permitted under this Lease, shall be payable by Tenant to Lessor in installments of $23,750.00 per month.

C. If the rent is not received by the 5th day of each month, a late charge of 5% of the monthly rent (i.e. being $1,050.31 during the Initial Term) shall be due and payable from Tenant and included in the rent when paid or Tenant shall be considered to be in Default as described herein.

D. A Security Deposit is waived by Lessor.

3. Leased Premises and Use.

The Leased Premises as described above consists of the land and building, and has two (2) corresponding Macon County Tax ID's #07-34-379-005 and 07-34-379-007. The Leased Premises is to be used as a physician's office and eye surgery center. No tent or traveling sales may be conducted in the parking lot without prior written consent of the Lessor. No junk, trash or inoperable vehicles or equipment may be stored or allowed to accumulate within the Leased Premises, or Tenant. Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device, or adult entertainment products. Any such unauthorized Use of premises shall be considered Tenant Default. Lessor makes no warranties of any nature, including fitness, as to this equipment. Tenant shall be responsible for all repairs and routine maintenance to this equipment and at the Termination of this Lease Tenant shall leave this property in the same or better condition than at lease Commencement.

4. Parking Lot.

Tenant shall monitor and keep the parking lot clean of all trash and debris on a daily basis. Tenant is responsible for snow removal and other routine maintenance to the parking lot and surface, including asphalt patching, sealing and maintenance.

5. Repairs & Maintenance.

Tenant accepts the Leased Premises in "As-Is Condition". Tenant shall keep the building structure and systems in good order and condition and will make all repairs and shall take such other actions as may be necessary or appropriate to keep and maintain the main structures of the Leased

Premises in good order and condition, including but not limited to the, roof, HVAC system, and other building structural elements. Tenant shall make, at Tenant's expense, all necessary routine repairs to the interior of the Leased Premises including the floors, walls, ceilings, trade equipment and fixtures, bathrooms and fixtures, plumbing, water heaters, plate glass and windows and all other parts of the Leased Premises either damaged or worn through normal occupancy and restaurant usage. Tenant shall also be responsible for regular maintenance of any exterior landscaping so as to not be overgrown and considered neat and tidy, and for all required parking lot maintenance. Notwithstanding the foregoing, in the event that any structural element of the leased premises or any building system is required to be replaced during the Term of the Lease, the cost of such replacement shall be borne solely by the Lessor.

6. Alterations and Improvements.

At the written consent of Lessor, not to be unreasonably withheld, conditioned, or delayed, Tenant, at Tenant's expense, shall have the right to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Lessor. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense. Lessor's equipment being left for Tenant's use as specified herein are excluded from this provision.

7. Property Taxes.

Tenant shall be responsible to pay all general real estate taxes and installments of special assessments actually coming due during the Lease term of the Leased Premises. Tenant shall be responsible for all taxes in regards to the business operations, including but not limited to sales tax, income tax, employee tax, unemployment taxes and contributions, withholdings, etc. Tenant, at its cost, shall have the right to contest any such real estate taxes, and Lessor agrees to reasonably cooperate with Tenant in the prosecuting of any such contest or appeal.

8. Insurance.

A. Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to Tenants activities in the Leased Premises and also covering Tenants and Customer's activities in the entire Leased Premises as defined herein with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Lessor, such insurance to afford minimum protection of not less than $1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Tenant shall also be responsible, at its expense, for fire, casualty, damage and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises. Tenant will provide proof of said insurance to Lessor upon written demand. Both Lessor and Sushant Sinha, D.O. shall be listed as an additional insured on Tenant's policy or

policies of comprehensive general liability insurance, and Tenant shall provide Lessor with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall instruct Tenant's insurers to notify Lessor that a policy is due to expire at least ten (10) days prior to such expiration. Lessor shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

B. Tenant shall, at its own expense, maintain fire and extended coverage insurance on the Building and the Leased Premises for the replacement value thereof in such amounts as Lessor approves and deems appropriate.

C. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

D. If the insurance policies required by this Lease are not kept in force during the entire term of this lease agreement or any extension of such term, Lessor may procure the necessary insurance and pay the premium for it, and the premium shall be repaid to Lessor as an additional rent installment for the month following the date on which the premiums were paid by Lessor.

E. Lessor shall, at his expense, maintain a "Landlord's liability" insurance policy to the limits that Lessor deems appropriate.

9. Utilities.

Tenant shall pay all charges for all utilities and other services and utilities used by Tenant on the Leased Premises during the term of this Lease.

10. Signs.

Tenant must request permission to place any signage desired by Tenant, which are permitted by applicable zoning ordinances and private restrictions. Lessor may refuse consent to any proposed signage that is in Lessor's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Lessor shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry.

Lessor shall have the right to enter upon the Leased Premises at reasonable hours, and upon reasonable prior notice, to inspect the same, provided Lessor shall not thereby unreasonably interfere with Tenant's business on the Leased Premises. Lessor and Tenant shall have a shared key to the outer gates to access the leased premises. Lessor shall have the right to temporarily park vehicles or equipment on the rear parking lot of the Leased Premises.

12. Damage and Destruction.

Subject to Section 8(C) above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Lessor to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Lessor shall promptly repair such damage at the cost of the Lessor. In making the repairs called for in this paragraph, Lessor shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Lessor. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if not further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

13. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Lessor as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Lessor, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Lessor without correction thereof then having been commenced and thereafter diligently prosecuted, or if a petition in bankruptcy or assignment for the benefit of creditors shall be filed by the Tenant, or if the Tenant shall be finally adjudicated bankrupt and the same shall not be discharged within thirty (30) days after written demand therefor by the Lessor, then the said Tenant does hereby authorize and fully empower the Lessor to annul and cancel this Lease at once and to re-enter and take possession of said demised premises immediately and by force, if necessary, without any previous notice of intention, subject to applicable law, to re-enter and remove all persons and their property therefrom and to use such force and assistance in effecting and perfecting such removal as the Lessor may deem advisable to recover at once full and exclusive possession of all of said demised premises whether said demised premises be in possession of the Tenant or of third persons, or whether said demised premises be vacant. The Lessor may, however, at its option, at any time after such default or violation of condition or covenant, but subject to applicable law, re-enter and take possession of said demised premises without such re-entering working a forfeiture of the rents to be paid and the covenants to be kept and performed by said Tenant for the full term of this Lease. In such case, the Lessor may make repairs, alterations and additions in or to the demised premises and redecorate the same to the extent deemed by Lessor necessary or desirable, and Tenant shall, upon demand, pay the cost thereof, together with Lessor's expense of the reletting. If the consideration collected by Lessor upon any such reletting for Tenant's account is not sufficient to pay monthly the full amount of the rent reserved in this Lease, together with the costs or repairs, alterations, additions, redecoration and Lessor's expenses, Tenant shall pay to Lessor the amount of each monthly deficiency on demand, more than sufficient to pay the full amount of the rent reserved herein, together with the

costs and expenses of Lessor, at the end of the stated term of the Lease, shall account for the surplus to Tenant. Tenant agrees the Lessor may deduct any such rent payments in arrears or Lessor expenses or other payments in default from the Security Deposit. Upon default of Tenant, Tenant shall pay Lessor's reasonable attorney fees incurred to enforce this Lease Agreement.

14. Right of First Refusal and Purchase Option.

A. Right Of First Refusal: During the Initial Term and any Options (if exercised) of the Agreement as specified in Section Two, before Lessor may sell the Premises to a third party, Lessor shall first offer the Premises to the Lessee on the same terms and conditions as are offered by the third party. Lessee shall have thirty (30) day during which to accept said offer. If Lessee does not accept said offer within said period, Lessor shall be free to accept the third-party offer. If Lessor does not enter into an agreement with the third party on said terms and conditions and close the transaction, Lessor's right to sell the Premises to the third party shall expire and the procedure described in this Section shall again be applicable.

B. Option to Purchase: Provided Tenant is not in default under any term of this Lease, and provided more than three (3) years have passed since the Commencement Date, then Tenant shall have the option to purchase the Leased Premises under the following terms and conditions:

(1) Tenant shall pay Lessor the Purchase Price of $3,000,000.00 for the Leased Premises at Settlement.

(2) To exercise the Option to Purchase, Tenant shall notify Lessor in writing of its intention to purchase the premises and include an original signed copy of a commercial reasonable Real Estate Purchase Agreement indicating a sale price as defined above and standard allocation of closing costs including the Title Search and Owner's Title insurance premium, transfer taxes and ½ of the Escrow Settlement Fee shall be at Lessor's expense, while all Lender fees, Inspections, Appraisals, Survey's and Mortgagee Title Policy and ½ of the Escrow Settlement Fee shall be Tenant's at expense. Lessor shall have not less than 30 days to review the proposed Purchase Agreement with it's Attorneys and respond with any proposed modifications. Rent during the Purchase Agreement executory period shall continue to be paid when due and shall be pro-rated to the day of Settlement.

15. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Lessor and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

16. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any

renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Tenant agrees upon demand to execute such further instruments commercially reasonable subordinating this Lease or attorning to the holder of any such liens as Lessor may request. Tenant agrees that it will from time to time upon request by Lessor execute and deliver to such persons as Lessor shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Lessor is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Lessor shall reasonably require.

17. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Lessor to: Sushant Sinha, D.O.
2965 Lewallen
Decatur, IL 62521

With a copy to: Andrew P. Chiligiris, Attorney
143 N. Water St.
Decatur, IL 62523

If to Tenant to: Robert Lee M.D.
1008 N. Main Street
Bloomington, IL 61701

Lessor and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

18. Sublease and Assignment.

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Lessor's consent, such consent not to be unreasonably withheld or delayed.

19. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Lessor and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

20. Successors.

The provisions of this Lease shall extend to and be binding upon Lessor and Tenant and their respective legal representatives, successors and assigns.

21. Consent.

Lessor shall not unreasonably withhold or delay its consent with respect to any matter for which Lessor's consent is required or desirable under this Lease.

22. Quiet Possession.

Lessor covenants and warrants that upon performance by Tenant of its obligations hereunder, Lessor will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease. Lessor represents and warrants to Tenant that it holds unencumbered fee simple title to the Leased Premises.

23. Compliance with Law, Licenses and Permits.

Tenant is responsible for all licenses and permits associated with the operation of their car and related business and shall keep them current during the entire term of this Lease or be in default. Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Lessor shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

24. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreement son the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

25. Waiver.

No waiver of any default of Lessor or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Lessor or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

26. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Illinois.

27. Tenants Indemnification for General Liabilities.

Tenant shall indemnify the Lessor and hold Lessor harmless against all liabilities, expenses and losses incurred by the Tenant as a result of (a) failure by Tenant to perform any covenant required

to be performed by the Tenant hereunder; (b) any accident, injury or damage which shall happen in or about the Leased Property or appurtenances or on or under the adjoining streets, sidewalks, curbs or vaults or resulting from the condition, maintenance or operation of the leased property of the adjoining streets, sidewalks, curbs or vaults; (c) failure to comply with any requirements or any governmental authority; and (d) any mechanic's lien or security agreement filed against the leased property, any equipment therein or any materials used on the construction or alteration of any building or improvement thereon.

28. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Lessor:

SSMJ, LLC, an Illinois limited liability company

By: _____
Sushant Sinha, D.O., Member

Tenant:

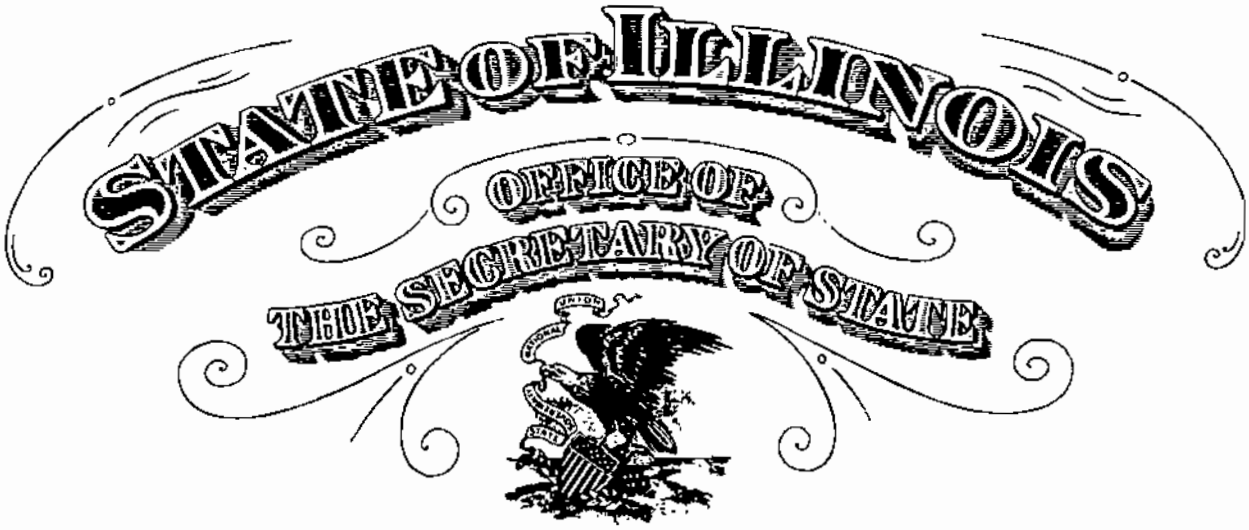
Gailey Eye Surgery – Decatur, LLC, an Illinois limited liability company

By: _____
Robert Lee, M.D., President

ATTACHMENT 3

OPERATING IDENTITY/LICENSEE CERTIFICATE OF GOOD STANDING

File Number 0099199-6



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

ADVANCED EYE SURGERY AND LASER CENTER, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON AUGUST 28, 2003, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

Authentication #: 1205402090

Authenticate at: http://www.cyberdriveillinois.com

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 23TH *day of* FEBRUARY *A.D.* 2012 .

Jesse White

SECRETARY OF STATE

IV.A.1

State of Illinois 2019005

Department of Public Health

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.

LAVON T. ARNOLD, M.D.
DIRECTOR

Issued under the authority of
The State of Illinois
Department of Public Health

EXPIRATION DATE	CATEGORY	ID NUMBER
03/21/12	6680	7003125

FULL LICENSE

AMBUL SURGICAL TREAT CNTR

EFFECTIVE: 03/22/11

BUSINESS ADDRESS

ADVANCED EYE SURGERY AND LASER CENTER, LLC
646 N. PERSHING RD.

DECATUR IL 62626

The face of this license has a colored background. Printed by Authority of the State of Illinois • 4/97 •

ATTACHMENT 3

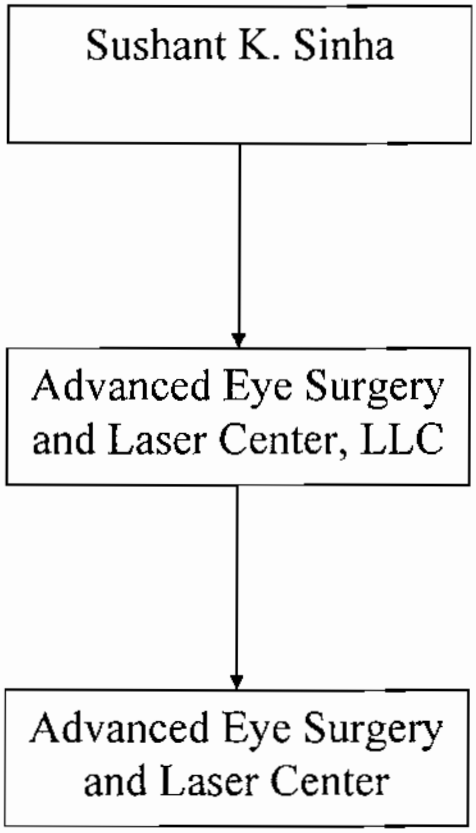
CURRENT PERSONS WITH 5% OR MORE OWNERSHIP INTEREST IN OPERATING ENTITY

NAME	DIRECT/INDIRECT OWNERSHIP	PERCENTAGE INTERESTS
1. Sushant K. Sinha, M.D.	DIRECT	100%

2129814-1

ATTACHMENT 4

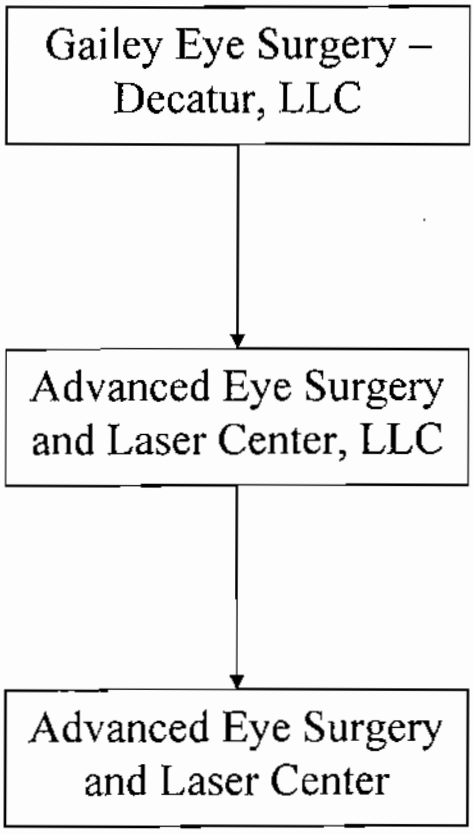
ORGANIZATIONAL RELATIONSHIPS – CURRENT ORGANIZATIONAL CHART



2129814-1

ATTACHMENT 4

ORGANIZATIONAL RELATIONSHIPS – PROPOSED ORGANIZATIONAL CHART



2129814-1

ATTACHMENT 4

ORGANIZATIONAL RELATIONSHIPS – PROPOSED PERSONS WITH 5% OR MORE OWNERSHIP INTEREST IN OPERATING ENTITY

The following individuals own equal shares in Gailey Eye Surgery – Decatur, LLC which, following completion of the proposed project, will own 100% of Advanced Eye Surgery and Laser Center, LLC. As a result, these individuals will have indirect ownership interest in Advanced Eye Surgery and Laser Center, LLC in the following amounts:

NAME	OWNERSHIP	PERCENTAGE INTERESTS	APPROXIMATE INITIAL CAPITAL CONTRIBUTION TO GAILEY EYE SURGERY – DECATUR, LLC
1. Ara D. Aprahamian, M.D.	INDIRECT	16⅔%	$282,500
2. Kenneth R. Barba, M.D.	INDIRECT	16⅔%	$282,500
3. Gregory I. Halperin, M.D.	INDIRECT	16⅔%	$282,500
4. Joseph G. Harman, M.D.	INDIRECT	16⅔%	$282,500
5. Robert M. Lee, M.D.	INDIRECT	16⅔%	$282,500
6. Sumit P. Bhatia, M.D.	INDIRECT	16⅔%	$282,500

2129814-1

ATTACHMENT 5

FLOOD PLAIN REQUIREMENTS

This criterion is not applicable as the proposed project does not contemplate new construction or modernization of a health care facility.

ATTACHMENT 6

ILLINOIS HISTORIC PRESERVATION AGENCY LETTER

This criterion is not applicable as the proposed project does not contemplate new construction or modernization of a health care facility.

2129814-1

ATTACHMENT 7

PROJECT COST/SOURCE OF FUNDS

Itemization of Costs Not Otherwise Identified in the Project Cost/Source of Funds Table

Consulting and Other Costs ($195,000)
Estimate of the transaction-related costs, including legal fees, consulting fees, fees associated with the preparation of the Certificate of Need application, and other miscellaneous costs associated with the proposed project.

2129814-1

ATTACHMENT 8

OBLIGATION

Project obligation is contingent upon permit issuance. The closing of the transaction is conditioned upon the Board's approval of this certificate of need application as referenced in Section 8.1(f) of the Agreement, provided in Exhibit A.

ATTACHMENT 9

COST SPACE REQUIREMENTS

This criterion is not applicable as the project will not involve the addition or alternation of clinical or non-clinical square footage, and therefore, it will not involve new construction, modernization or vacated space.

ATTACHMENT 11

BACKGROUND OF THE APPLICANT

February 28, 2012

VIA FEDERAL EXPRESS

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

Re: Background of Applicant - Gailey Eye Surgery – Decatur, LLC

Dear Sir or Madam:

In connection with the Advanced Eye Surgery and Laser Center Certificate of Need application, please find the following information regarding the background of Gailey Eye Surgery – Decatur, LLC:

Facilities Owned or Operated by Gailey Eye Surgery – Decatur, LLC:

Bloomington Eye Institute – The six members of Gailey Eye Surgery – Decatur, LLC collectively own 100% of Bloomington Eye Institute, LLC.
IDPH Identification Number: 7002249
Medicare Physician or Supplier Identification Code: 141079

Decatur Healthcare – Two of the six members of Gailey Eye Surgery – Decatur, LLC collectively own 9.6% of Decatur Healthcare, LLC.
IDPH Identification Number: 7002637
Medicare Physician or Supplier Identification Code: 204659

As required by 77 Ill. Admin. Code § 1110.230, I certify that no adverse actions have been taken against Gailey Eye Surgery - Decatur, LLC, or any facility owned or operated by the Applicant, by Medicare, Medicaid, or any State or Federal regulatory authority during the 3 years prior to the filing of this Certificate of Need application; and

As required by 77 Ill. Admin. Code § 1110.230, I authorize the Illinois Health Facilities and Services Review Board and Illinois Department of Public Health to access information in order to verify any documentation or information submitted in response to the requirements of this subsection or to obtain any documentation or information related to this Certificate of Need application.

Signature

Robert M. Lee, MD

Printed Name

Member

Title

Subscribed and sworn to before me this 29 day of Feb, 2012

Rebecca L Cox

Signature of Notary

Seal

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
REBECCA L COX
MY COMMISSION EXPIRES
MAY 24, 2014

February 28, 2012

VIA FEDERAL EXPRESS

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

Re: Background of Applicant - Advanced Eye Surgery and Laser Center, LLC

Dear Sir or Madam:

In connection with the Advanced Eye Surgery and Laser Center Certificate of Need application, please find the following information regarding the background of Advanced Eye Surgery and Laser Center, LLC:

Facilities Owned or Operated by Advanced Eye Surgery and Laser Center, LLC:

Advanced Eye Surgery and Laser Center
IDPH Identification Number: 7003123
Medicare Physician or Supplier Identification Code: 215205

As required by 77 Ill. Admin. Code § 1110.230, I certify that no adverse actions have been taken against Advanced Eye Surgery and Laser Center, LLC, or any facility owned or operated by the Applicant, by Medicare, Medicaid, or any State or Federal regulatory authority during the 3 years prior to the filing of this Certificate of Need application; and

As required by 77 Ill. Admin. Code § 1110.230, I authorize the Illinois Health Facilities and Services Review Board and Illinois Department of Public Health to access information in order to verify any documentation or information submitted in response to the requirements of this subsection or to obtain any documentation or information related to this Certificate of Need application.

Sushant Sinha
Signature

Sushant Sinha MD
Printed Name

President
Title

Subscribed and sworn to before me this 29th day of Feb, 2012

Austin A Idleman
Signature of Notary

Seal

OFFICIAL SEAL
AUSTIN A IDLEMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/24/15

ATTACHMENT 12

PURPOSE OF THE PROJECT

1. Document that the project will provide health services that improve the health care or well-being of the market area population to be served.

The project will improve the health and well-being of the Decatur community and other outlying areas for multiple reasons. The purpose of the project is to benefit the community by effective and efficient operation of the ASTC through the expertise and experience of a currently existing provider of ophthalmological services.

In addition, the proposed project will expand the scope of ophthalmology services provided by the ASTC. Applicant plans to expand the services available to the community served by the ASTC by providing retina and pediatric ophthalmology services which are currently not offered by the ASTC. In order to provide such services, Applicant will expand the admissions policy of the ASTC to allow for the admission of pediatric patients, lowering the minimum patient age for admission from 18 years to 6 months, and add qualified ophthalmology surgeons to the ASTC medical staff accordingly. These additional services will not affect the single specialty categorization of the ASTC as they fall within the scope of ophthalmological services currently provided by the ASTC.

2. Define the planning area or market area, or other, per the applicant's definition.

The ASTC currently provides ophthalmological surgical services to patients of the Decatur area.

3. Identify the existing problems or issues that need to be addressed, as applicable and appropriate for the project. [See 1110.230(b) for examples of documentation.]

According the Ambulatory Surgical Treatment Center Facility Data Profiles maintained by the Illinois Department of Public Health, in 2010 there were only six ambulatory surgical treatment centers providing ophthalmological surgical services in Health Service Area ("HSA") 4 (which is composed of the Illinois counties of Champaign, Clark, Coles, Cumberland, DeWitt, Douglas, Edgar, Ford, Iroquois, Livingston, Macon, McLean, Moultrie, Piatt, Shelby, and Vermilion). As such, the ASTC is an essential provider of health care services to the community as there are only a limited number of ophthalmological surgical services providers within the HSA.

4. Cite the sources of the information provided as documentation.

The information provided in this attachment was obtained from discussions with the management of the Applicant and the 2010 Ambulatory Surgical Treatment Center Facility Data Profiles maintained by the Illinois Department of Public Health.

5. **Detail how the project will address or improve the previously referenced issues, as well as the population's health status and well-being.**

The proposed project will ensure the continued provision of ophthalmological surgical services in HSA 4. As the owners of the Applicant also own and operate a separate ophthalmological ambulatory surgical treatment center, the Applicant will utilize certain efficiencies, including economics of scale, to serve area patients through the provision of quality and cost-effective care.

6. **Provide goals with quantified and measurable objectives, with specific timeframes that relate to achieving the stated goals as appropriate.**

The goals of the proposed project are the continued operations of the ASTC and the continued provision of ophthalmological surgical services to the Decatur community and the residents of HSA 4. The Applicant anticipates that the change of ownership transaction will occur shortly after obtaining Board approval, and that the transition of the ASTC will allow for the seamless delivery of services to Decatur area patients.

ATTACHMENT 13

ALTERNATIVES

The proposed project was the only viable option considered in the determination of alternatives to the project. As the Seller is contemplating retirement from the practice of medicine, this proposed project is necessary to ensure that the ASTC can provide ophthalmological surgical services to the Decatur community and the residents of HSA 4. As noted in Attachment 12, the 2010 Ambulatory Surgical Treatment Center Facility Data Profiles indicate only six ambulatory surgical treatment centers providing ophthalmological surgical services in HSA 4. Without the proposed project, it is likely that the ASTC would be discontinued, resulting in a significant reduction in the number of providers of ophthalmological surgical services in HSA 4.

As the owners of the Applicant also own and operate a separate ophthalmological ambulatory surgical treatment center, the Applicant possesses the clinical and operational expertise to ensure continued operation of the ASTC. In fact, the Applicant anticipates that both the ASTC and the Applicant's separate ophthalmological ambulatory surgical treatment center will realize significant efficiencies, resulting in an overall reduction in the cost of care.

ATTACHMENT 14

SIZE OF THE PROJECT

Per 77 Ill. Admin. Code §1110.40, this criterion is not applicable to change of ownership certificate of need applications.

ATTACHMENT 15

PROJECT SERVICES UTILIZATION

Per 77 Ill. Admin. Code §1110.40, this criterion is not applicable to change of ownership certificate of need applications.

ATTACHMENT 19

MERGERS, CONSOLIDATIONS AND ACQUISITIONS/CHANGES OF OWNERSHIP

77 Ill. Admin. Code §1110.240(b) Impact Statement

1. Any change in the number of beds or services currently offered.

The proposed project will not result in the addition or reduction of the current number of operating rooms, beds or recovery stations at the ASTC. Applicant proposes to expand services available to the patient community of the ASTC within the two-year period following completion of the proposed project. Applicant plans to expand the services available to the community served by the ASTC by providing retina and pediatric ophthalmology services which are currently not offered by the ASTC. These additional services will not affect the single specialty categorization of the ASTC as they fall within the scope of ophthalmological services currently provided by the ASTC.

2. Who the operating entity will be.

As the proposed project contemplates the purchase 100% of the membership units of Advanced Eye Surgery and Laser Center, LLC, the operating entity following completion of the proposed project will continue to be Advanced Eye Surgery and Laser Center, LLC.

3. The reason for the transaction.

The proposed project will benefit the community by effective and efficient operation of the ASTC through the expertise and experience of a current provider of ophthalmological services. Furthermore, the proposed project will allow for the implementation of uniform quality improvement initiatives targeted at increasing the provision of quality care, patient safety and satisfaction and achieving efficiencies of scale.

4. Any anticipated additions or reductions in employees now and for the two years following completion of the transaction.

There is no anticipated reduction in employees following the close of the transaction and for the two years following completion. In fact, in order to ensure patient safety and satisfaction as a result of the addition of services, Applicant proposes to increase the number of employees by 50% in the two years following completion of the proposed project. This increase in staffing will be necessary to meet the diversity of patient populations as a result of the expansion of services.

5. A cost-benefit analysis for the proposed transaction.

The proposed project will involve initial expenditures to purchase the membership interest of the current member of Advanced Eye Surgery and Laser Center, LLC. These expenditures are nominal in comparison to the efficiency and quality benefits that will be achieved when the proposed project is complete.

Applicant expects that certain efficiencies will be achieved as a result of the proposed project, for example, permitting the ASTC to take advantage of the expertise and experience of a current provider of ophthalmological services and economies of scale. Applicant also expects that the ASTC will be able to realize improvements in the provision of quality care, patient safety and patient satisfaction.

77 Ill. Admin. Code §1110.240(c) Access

1. The current admission policies for the facilities involved in the proposed transaction.

The current admissions policy for the ASTC is included in this Attachment 19.

2. The proposed admission policies for the facilities.

The proposed admissions policy for the ASTC will be expanded to allow for the admission of pediatric patients, lowering the minimum patient age for admission from 18 years to 6 months. Otherwise, the proposed admissions policy will remain consistent with the current admissions policy. The proposed admissions policy for the ASTC is included in this Attachment 19.

3. A letter from the CEO certifying that the admission policies of the facilities involved will not become more restrictive.

As the Applicant does not have a CEO, a letter from the Medical Director of the Applicant certifying that the admission policies of the ASTC will not become more restrictive is included in this Attachment 19.

77 Ill. Admin. Code §1110.240(d) Health Care System

This criterion is not applicable as neither Applicant nor the ASTC are part of a health care system.

ATTACHMENT 19

MERGERS, CONSOLIDATIONS AND ACQUISITIONS/CHANGES OF OWNERSHIP

2129814-1

Current Admission/Treatment Policy

Advanced Eye Surgery and Laser Center

Policy Name:	**ADMISSION/TREATMENT POLICY**
Section:	Admissions
Policy #:	1.3
Purpose	To establish protocol for patient admissions

Approved Date	Reviewed Date	Revised Date

It is the policy of Advanced Eye Surgery and Laser Center to admit and treat all persons without regard to race, color, national origin, handicap, religious or fraternal organization, or age. The same requirements are applied to all, and patients are assigned without regard to race, color, national origin, handicap, religious or fraternal organization, or age. All services are available without distinction to patients and visitors regardless of race, color, national origin, handicap, religious or fraternal organization or age. All persons and organizations having occasion to refer persons for services or to recommend the center are advised to do so without regard to the person's race, color, national origin, handicap, religious or fraternal organization, or age. Our patients are at least 18 years of age. Any patients below that age are treated in a hospital setting.

Proposed Admission/Treatment Policy

Advanced Eye Surgery and Laser Center

Policy Name:	**ADMISSION/TREATMENT POLICY**
Section:	Admissions
Policy #:	1.3
Purpose	To establish protocol for patient admissions

Approved Date	Reviewed Date	Revised Date

It is the policy of Advanced Eye Surgery and Laser Center to admit and treat all persons without regard to race, color, national origin, handicap, religious or fraternal organization, or age. The same requirements are applied to all, and patients are assigned without regard to race, color, national origin, handicap, religious or fraternal organization, or age. All services are available without distinction to patients and visitors regardless of race, color, national origin, handicap, religious or fraternal organization or age. All persons and organizations having occasion to refer persons for services or to recommend the center are advised to do so without regard to the person's race, color, national origin, handicap, religious or fraternal organization, or age. Our patients are at least 6 months of age. Any patients below that age are treated in a hospital setting.

February 28, 2012

VIA FEDERAL EXPRESS

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

Re: Admissions Policy of Advanced Eye Surgery and Laser Center

Dear Sir or Madam:

I hereby certify that the admissions policy of Advanced Eye Surgery and Laser Center will not become more restrictive as a result of the proposed change of ownership of Advanced Eye Surgery and Laser Center, LLC. The community served by Advanced Eye Surgery and Laser Center, LLC will continue to have the same or greater access to services at the ambulatory surgical treatment center following completion of the proposed change of ownership.

Signature

Robert M. Lee, MD
Printed Name

Member
Title

Subscribed and sworn to before me this 29 day of Feb, 2012

Rebecca L Cox
Signature of Notary

Seal

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
REBECCA L COX
MY COMMISSION EXPIRES
MAY 24, 2014

ATTACHMENT 39

AVAILABILITY OF FUNDS

CPA Letters Certifying Availability of Funds of Gailey Eye Surgery – Decatur, LLC Members

CPM·LLC

637 E. Golf Road – Suite 207
Arlington Heights, IL 60005
Tel: (847) 520-0101
Fax: (847) 690-0308

March 1, 2012 VIA FEDERAL EXPRESS

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

Re: Sumit Bhatia, MD Availability of Funds for Initial Capital Contributions to Gailey Eye Surgery - Decatur

Dear Sir or Madam:

This letter is to verify that as of **March 1, 2012**, **Sumit Bhatia, MD** has sufficient funds to make an initial capital contribution to Gailey Eye Surgery – Decatur, LLC ("Gailey Eye Surgery") to allow Gailey Eye Surgery to fund the purchase price and associated costs for the acquisition of 100% of the membership interests in Advanced Eye Surgery and Laser Center, LLC ("Advanced").

As **Sumit Bhatia, MD** is one of six initial members of Gailey Eye Surgery, **Sumit Bhatia, MD**'s estimated portion of the final purchase price and associated acquisition costs results in an anticipated initial capital contribution of approximately $282,500.

Sumit Bhatia, MD has provided me with a compiled personal statement of financial condition. As a result, **Sumit Bhatia, MD** has sufficient funds to support an initial capital contribution to Gailey Eye Surgery of approximately $282,500, which will allow Gailey Eye Surgery to fund the purchase price and associated costs for the acquisition of Advanced.

I attest that this information is true and correct to the best of my knowledge.

Susan M. Gray
Signature

Susan M. Gray, CPA
Printed Name

President of CPM, LLC/Accountant for Sumit Bhatia, MD
Title

Subscribed and sworn to before me this 1st day of March, 2012

Kathleen J Rathunde
Signature of Notary

Seal

OFFICIAL SEAL
KATHLEEN J RATHUNDE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/06/13

STRIEGEL KNOBLOCH & COMPANY, L.L.C.

CERTIFIED PUBLIC ACCOUNTANTS

L. Eugene Striegel, CPA
James E. Mulligan, CPA
Martha E. Ingold, CPA
Dennis K. Knobloch, CPA
John J. Belletete, CPA
Chad E. Rogers, CPA
Danny L. Kiedaisch, CPA
James P. Ingold, CPA
Joel M. White, CPA

March 5, 2012

Via Federal Express

Illinois Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, IL 62761

Re: Dr. Robert M. Lee
Availability of Funds for Initial
Capital Contributions to Gailey
Eye Surgery – Decatur

Dear Sir or Madam:

This letter is to verify that as of November 23, 2011, Dr. Robert M. Lee had sufficient funds to make an initial capital contribution to Gailey Eye Surgery – Decatur, LLC ("Gailey Eye Surgery") to allow Gailey Eye Surgery to fund the purchase price and associated costs for the acquisition of 100% of the membership interests in Advanced Eye Surgery and Laser Center, LLC ("Advanced").

As Dr. Robert M. Lee is one of six initial members of Gailey Eye Surgery, Dr. Lee's estimated portion of the final purchase price and associated acquisition costs results in an anticipated initial capital contribution of approximately $282,500.

Dr. Robert M. Lee has provided me with a compiled personal statement of financial condition dated November 23, 2011. According to that statement, Dr. Lee had sufficient funds to support an initial capital contribution to Gailey Eye Surgery of approximately $282,500, which will allow Gailey Eye Surgery to fund the purchase price and associated costs for the acquisition of Advanced.

I attest that this information is true and correct to the best of my knowledge.

James P. Ingold, CPA

Subscribed and sworn to before me this
5th day of March, 2012.

Pamela L Wissmiller
Signature of Notary

"OFFICIAL SEAL"
Pamela L. Wissmiller
Notary Public, State Of Illinois
My Commission Expires 06/12/12

115 West Jefferson, Suite 200, P.O. Box 3217, Bloomington, Illinois 61702-3217
Ph: (309) 829-4303 Fax: (309) 827-3191 Website: www.skco.net

STRIEGEL KNOBLOCH & COMPANY, L.L.C.

CERTIFIED PUBLIC ACCOUNTANTS

L. Eugene Striegel, CPA
James E. Mulligan, CPA
Martha E. Ingold, CPA
Dennis K. Knobloch, CPA
John J. Belletete, CPA
Chad E. Rogers, CPA
Danny L. Kiedaisch, CPA
James P. Ingold, CPA
Joel M. White, CPA

March 5, 2012

Via Federal Express

Illinois Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, IL 62761

Re: Dr. Ara D. Aprahamian
Availability of Funds for Initial
Capital Contributions to Gailey
Eye Surgery – Decatur

Dear Sir or Madam:

This letter is to verify that as of November 28, 2011, Dr.Ara D. Aprahamiam had sufficient funds to make an initial capital contribution to Gailey Eye Surgery – Decatur, LLC ("Gailey Eye Surgery") to allow Gailey Eye Surgery to fund the purchase price and associated costs for the acquisition of 100% of the membership interests in Advanced Eye Surgery and Laser Center, LLC ("Advanced").

As Dr. Ara D. Aprahamiam is one of six initial members of Gailey Eye Surgery, Dr. Aprahamian's estimated portion of the final purchase price and associated acquisition costs results in an anticipated initial capital contribution of approximately $282,500.

Dr. Ara D. Aprahamiam has provided me with a compiled personal statement of financial condition dated November 28, 2011. According to that statement, Dr. Aprahamiam had sufficient funds to support an initial capital contribution to Gailey Eye Surgery of approximately $282,500, which will allow Gailey Eye Surgery to fund the purchase price and associated costs for the acquisition of Advanced.

I attest that this information is true and correct to the best of my knowledge.

James P. Ingold, CPA

Subscribed and sworn to before me this
5th day of March, 2012.

"OFFICIAL SEAL"
Pamela L. Wissmiller
Notary Public, State Of Illinois
My Commission Expires 06/12/12

Pamela L Wissmiller
Signature of Notary

115 West Jefferson, Suite 200, P.O. Box 3217, Bloomington, Illinois 61702-3217
Ph: (309) 829-4303 Fax: (309) 827-3191 Website: www.skco.net

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Chad E. Rogers, CPA
Danny L. Kiedaisch, CPA
James P. Ingold, CPA
Joel M. White, CPA

March 5, 2012

Via Federal Express

Illinois Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, IL 62761

Re: Dr. Gregory I. Halperin
Availability of Funds for Initial
Capital Contributions to Gailey
Eye Surgery – Decatur

Dear Sir or Madam:

This letter is to verify that as of December 2, 2011, Dr. Gregory I. Halperin had sufficient funds to make an initial capital contribution to Gailey Eye Surgery – Decatur, LLC ("Gailey Eye Surgery") to allow Gailey Eye Surgery to fund the purchase price and associated costs for the acquisition of 100% of the membership interests in Advanced Eye Surgery and Laser Center, LLC ("Advanced").

As Dr. Gregory I. Halperin is one of six initial members of Gailey Eye Surgery, Dr. Halperin's estimated portion of the final purchase price and associated acquisition costs results in an anticipated initial capital contribution of approximately $282,500.

Dr. Gregory I. Halperin has provided me with a compiled personal statement of financial condition dated December 2, 2011. According to that statement, Dr. Halperin had sufficient funds to support an initial capital contribution to Gailey Eye Surgery of approximately $282,500, which will allow Gailey Eye Surgery to fund the purchase price and associated costs for the acquisition of Advanced.

I attest that this information is true and correct to the best of my knowledge.

James P. Ingold, CPA

Subscribed and sworn to before me this
5th day of March, 2012.

"OFFICIAL SEAL"
Pamela L. Wissmiller
Notary Public, State Of Illinois
My Commission Expires 06/12/12

Pamela L. Wissmiller
Signature of Notary

STRIEGEL KNOBLOCH & COMPANY, L.L.C.

CERTIFIED PUBLIC ACCOUNTANTS

L. Eugene Striegel, CPA
James E. Mulligan, CPA
Martha E. Ingold, CPA
Dennis K. Knobloch, CPA
John J. Belletete, CPA
Chad E. Rogers, CPA
Danny L. Kledaisch, CPA
James P. Ingold, CPA
Joel M. White, CPA

March 5, 2012

Via Federal Express

Illinois Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, IL 62761

Re: Dr. Kenneth R. Barba
Availability of Funds for Initial
Capital Contributions to Gailey
Eye Surgery – Decatur

Dear Sir or Madam:

This letter is to verify that as of February 29, 2012, Dr. Kenneth R. Barba had sufficient funds to make an initial capital contribution to Gailey Eye Surgery – Decatur, LLC ("Gailey Eye Surgery") to allow Gailey Eye Surgery to fund the purchase price and associated costs for the acquisition of 100% of the membership interests in Advanced Eye Surgery and Laser Center, LLC ("Advanced").

As Dr. Kenneth R. Barba is one of six initial members of Gailey Eye Surgery, Dr. Barba's estimated portion of the final purchase price and associated acquisition costs results in an anticipated initial capital contribution of approximately $282,500.

Dr. Kenneth R. Barba has provided me with a compiled personal statement of financial condition dated February 29, 2012. According to that statements, Dr. Barba had sufficient funds to support an initial capital contribution to Gailey Eye Surgery of approximately $282,500, which will allow Gailey Eye Surgery to fund the purchase price and associated costs for the acquisition of Advanced.

I attest that this information is true and correct to the best of my knowledge.

James P. Ingold, CPA

Subscribed and sworn to before me this
5th day of March, 2012.

Pamela L. Wissmiller
Signature of Notary

"OFFICIAL SEAL"
Pamela L. Wissmiller
Notary Public, State Of Illinois
My Commission Expires 06/12/12

STRIEGEL KNOBLOCH & COMPANY, L.L.C.
CERTIFIED PUBLIC ACCOUNTANTS

L. Eugene Striegel, CPA
James E. Mulligan, CPA
Martha E. Ingold, CPA
Dennis K. Knobloch, CPA
John J. Belletete, CPA
Chad E. Rogers, CPA
Danny L. Kiedaisch, CPA
James P. Ingold, CPA
Joel M. White, CPA

March 5, 2012

Via Federal Express

Illinois Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, IL 62761

Re: Dr. Joseph G. Harman
Availability of Funds for Initial
Capital Contributions to Gailey
Eye Surgery – Decatur

Dear Sir or Madam:

This letter is to verify that as of March 3, 2012, Dr. Joseph G. Harman had sufficient funds to make an initial capital contribution to Gailey Eye Surgery – Decatur, LLC ("Gailey Eye Surgery") to allow Gailey Eye Surgery to fund the purchase price and associated costs for the acquisition of 100% of the membership interests in Advanced Eye Surgery and Laser Center, LLC ("Advanced").

As Dr. Joseph G. Harman is one of six initial members of Gailey Eye Surgery, Dr. Harman's estimated portion of the final purchase price and associated acquisition costs results in an anticipated initial capital contribution of approximately $282,500.

Dr. Joseph G. Harman has provided me with a compiled personal statement of financial condition dated March 3, 2012. According to that statement, Dr. Harman had sufficient funds to support an initial capital contribution to Gailey Eye Surgery of approximately $282,500, which will allow Gailey Eye Surgery to fund the purchase price and associated costs for the acquisition of Advanced.

I attest that this information is true and correct to the best of my knowledge.

James P. Ingold, CPA

Subscribed and sworn to before me this
5th day of March, 2012.

Pamela L. Wissmiller
Signature of Notary

"OFFICIAL SEAL"
Pamela L. Wissmiller
Notary Public, State Of Illinois
My Commission Expires 06/12/12

ATTACHMENT 39

AVAILABILITY OF FUNDS

Certifications of Gailey Eye Surgery – Decatur, LLC Members to Provide Initial Capital Contributions

2129814-1

February 28, 2012

VIA FEDERAL EXPRESS

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

Re: Availability of Funds – Gailey Eye Surgery – Decatur, LLC

Dear Sir or Madam:

In connection with the proposed change of ownership of Advanced Eye Surgery and Laser Center, LLC ("Advanced"), I certify and guaranty, without conditions or limitations of any kind, that I will provide Gailey Eye Surgery – Decatur, LLC with sufficient funds, in the form of an initial capital contribution, to fund the purchase price and associated costs of the proposed change of ownership of Advanced.

Signature

Robert M. Lee, M.D.
Printed Name

Member
Title

Subscribed and sworn to before me this 29 day of Feb, 2012

Rebecca L Cox
Signature of Notary

Seal

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
REBECCA L COX
MY COMMISSION EXPIRES
MAY 24, 2014

February 28, 2012

VIA FEDERAL EXPRESS

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

Re: Availability of Funds – Gailey Eye Surgery – Decatur, LLC

Dear Sir or Madam:

In connection with the proposed change of ownership of Advanced Eye Surgery and Laser Center, LLC ("Advanced"), I certify and guaranty, without conditions or limitations of any kind, that I will provide Gailey Eye Surgery – Decatur, LLC with sufficient funds, in the form of an initial capital contribution, to fund the purchase price and associated costs of the proposed change of ownership of Advanced.

Ken Barba
Signature

Kenneth R. Barba, M.D.
Printed Name

Member
Title

Subscribed and sworn to before me this 29 day of Feb, 2012

Rebecca L Cox
Signature of Notary

Seal

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
REBECCA L COX
MY COMMISSION EXPIRES
MAY 24, 2014

February 28, 2012

VIA FEDERAL EXPRESS

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

Re: Availability of Funds – Gailey Eye Surgery – Decatur, LLC

Dear Sir or Madam:

In connection with the proposed change of ownership of Advanced Eye Surgery and Laser Center, LLC ("Advanced"), I certify and guaranty, without conditions or limitations of any kind, that I will provide Gailey Eye Surgery – Decatur, LLC with sufficient funds, in the form of an initial capital contribution, to fund the purchase price and associated costs of the proposed change of ownership of Advanced.

Signature

Joseph G. Harman, M.D.
Printed Name

Member
Title

Subscribed and sworn to before me this 28 day of Feb, 2012

Signature of Notary

Seal

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
REBECCA L COX
MY COMMISSION EXPIRES
MAY 24, 2014

February 28, 2012

VIA FEDERAL EXPRESS

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

Re: Availability of Funds – Gailey Eye Surgery – Decatur, LLC

Dear Sir or Madam:

In connection with the proposed change of ownership of Advanced Eye Surgery and Laser Center, LLC ("Advanced"), I certify and guaranty, without conditions or limitations of any kind, that I will provide Gailey Eye Surgery – Decatur, LLC with sufficient funds, in the form of an initial capital contribution, to fund the purchase price and associated costs of the proposed change of ownership of Advanced.

Signature

Gregory I. Halperin, M.D.
Printed Name

Member
Title

Subscribed and sworn to before me this 29 day of Feb, 2012

Rebecca L Cox
Signature of Notary

Seal

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
REBECCA L COX
MY COMMISSION EXPIRES
MAY 24, 2014

February 28, 2012

VIA FEDERAL EXPRESS

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

Re: Availability of Funds – Gailey Eye Surgery – Decatur, LLC

Dear Sir or Madam:

In connection with the proposed change of ownership of Advanced Eye Surgery and Laser Center, LLC ("Advanced"), I certify and guaranty, without conditions or limitations of any kind, that I will provide Gailey Eye Surgery – Decatur, LLC with sufficient funds, in the form of an initial capital contribution, to fund the purchase price and associated costs of the proposed change of ownership of Advanced.

Signature

Ara D. Aprahamian, M.D.
Printed Name

Member
Title

Subscribed and sworn to before me this 29 day of Feb, 2012

Signature of Notary

Seal

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
REBECCA L COX
MY COMMISSION EXPIRES
MAY 24, 2014

February 28, 2012

VIA FEDERAL EXPRESS

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

Re: Availability of Funds – Gailey Eye Surgery – Decatur, LLC

Dear Sir or Madam:

In connection with the proposed change of ownership of Advanced Eye Surgery and Laser Center, LLC ("Advanced"), I certify and guaranty, without conditions or limitations of any kind, that I will provide Gailey Eye Surgery – Decatur, LLC with sufficient funds, in the form of an initial capital contribution, to fund the purchase price and associated costs of the proposed change of ownership of Advanced.

Signature

Sumit P. Bhatia, M.D.
Printed Name

Member
Title

Subscribed and sworn to before me this 28 day of Feb, 2012

Rebecca L Cox
Signature of Notary

Seal

ATTACHMENT 40

FINANCIAL VIABILITY WAIVER

Per 77 Ill. Admin. Code 1120.130 (a), the applicant is not required to submit financial viability ratios because all project capital expenditures are completely funded through internal resources.

ATTACHMENT 41

VIABILITY

Per 77 Ill. Admin. Code 1120.130 (a), the applicant is not required to submit financial viability ratios because all project capital expenditures are completely funded through internal resources as indicated in Attachment 40.

2129814-1

ATTACHMENT 42

REASONABLENESS OF PROJECT AND RELATED COSTS

A. Reasonableness of Financing Arrangements

See Attached Certification(s)

B. Conditions of Debt Financing

This criterion is not applicable as the proposed project does not involve debt financing.

C. Reasonableness of Project Costs

This criterion is not applicable as the proposed project does not involve new construction or modification.

D. Projected Operating Costs

	Year 1	Year 2
Projected Operating Cost per Equivalent Patient Day	$394.19	$368.15

As previously indicated, the ASTC will continue to operate uninterrupted by this proposed project. The Applicant projects that revenue will exceed expenses such that additional capital should not be necessary to fund the operations of the ASTC. However, Applicant is preliminarily approved for a line of credit as needed. See attached Letter re Preliminary Approval for Line of Credit included in this Attachment 42.

E. Total Effect of the Project on Capital Costs

	Year 1	Year 2
Capital Cost per Equivalent Patient Day	$62.86	$37.11

2129814-1

February 28, 2012

VIA FEDERAL EXPRESS

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

Re: Reasonableness of Financing Arrangements – Gailey Eye Surgery – Decatur, LLC

Dear Sir or Madam:

In accordance with 77 Ill. Admin. Code § 1120.140, I attest that the total estimated project costs and related costs will be funded in total with cash and equivalents, including investment securities, unrestricted funds, received pledge receipts and funded depreciation.

Signature

Robert M. Lee, MD
Printed Name

Member
Title

Subscribed and sworn to before me this 29 day of Feb, 2012

Rebecca L Cox
Signature of Notary

Seal

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
REBECCA L COX
MY COMMISSION EXPIRES
MAY 24, 2014

Gailey Eye Clinic

Advanced Eye Surgery and Laser Center, LLC

Projected Direct Annual Operating Costs

	2009		2010		Estimated Year 1		Estimated Year 2	
	$	$ / EPD	$	$ / EPD	$	$ / EPD	$	$ / EPD
Revenue	1,093,404		1,173,111		1,466,388		1,759,666	
Supplies - Pharmecutical	2,217	1.55	1,934	1.28	4,399	2.34	5,279	2.34
Supplies - Surgical	378,191	263.92	384,136	255.07	458,246	243.42	541,097	239.53
Supplies - Med Gas	1,203	0.84	1,247	0.83	1,466	0.78	1,760	0.78
Supplies - Linens	178	0.12	-	-	-	-	-	-
Total Direct Supplies	381,789	266.43	387,317	257.18	464,112	246.54	548,136	242.65
Salaries	152,387	106.34	155,386	103.18	236,187	125.46	240,911	106.65
Benefits					21,635	11.49	22,067	9.77
Payroll Taxes	12,586	8.78	12,532	8.32	20,123	10.69	20,526	9.09
Total Direct Cost	546,761	381.55	555,235	368.68	742,057	394.19	831,640	368.15
Equivalent Patient Days	1,433		1,506		1,883		2,259	
Operating	763.02		778.96		778.96		778.96	

Projected Capital Costs

	Estimated	
	Year 1	Year 2
Depreciation, Amortization and Interest		
Depreciation	73,336	73,336
Amortization	10,500	10,500
Interest	4,630	-
Total Depreciation, Amortization and Interest	**88,466**	**83,836**
Branding		
Marquee Sign	2,000	
Vinyl Door Lettering	70	
Gold Acrylic Lettering	750	
Total Branding Expense	**2,820**	**-**
Furniture		
NA	-	
Total Furniture Expense	-	-
Computers		
New computers	25,000	
Total Computer Expense	**25,000**	**-**
Equipment		
Time Clock	2,089	
Total Equipment Expense	**2,089**	-
Total Capital Costs	**118,375**	**83,836**
EPD	1,883	2,259
CC/EPD	62.86	37.11

ATTACHMENT 42

REASONABLENESS OF PROJECT AND RELATED COSTS

Bank Letter re: Preliminary Approval for Line of Credit

2129814-1

Commerce Bank

Commercial Banking
1339 East Empire Street
Bloomington, Illinois 61701
(309) 823-7000

March 1, 2012

Mr. Tom Restivo
Agent for Gailey Eye Clinic Surgery- Decatur
1008 N Main St
Bloomington, IL 61701

Dear Mr. Restivo:

For purposes of completing its Certificate of Need application, this letter will serve as confirmation that based upon Commerce Bank's review of Gailey Eye Surgery- Decatur current financial condition, we believe an application for credit line of $500,000 by Gailey Eye Surgery - Decatur to fund working capital as needed would likely be approved pending completion of a formal due diligence process and satisfaction of lending requirements to fund.

Currently, Commerce Bank is discussing various financing structures that would satisfy Gailey Eye Surgery Decatur's request. The final terms, conditions, and security for the financing will be negotiated. Once this has been accomplished a formal commitment letter would be issued to Gailey Eye Surgery - Decatur addressing the entire structure of the financing proposal.

Should you or the Illinois Health Facilities and Services Review Board have any questions regarding the financing of your project, please contact me.

Sincerely,

Byron Blotcky
Senior Vice President
Commerce Bank

ATTACHMENT 43

SAFETY NET IMPACT

This criterion is not applicable as the proposed project is categorized as a non-substantive project and does not contemplate the discontinuation of a health care facility.

2129814-1

ATTACHMENT 44

CHARITY CARE

The following table contains the Charity Care information for Advanced Eye Surgery and Laser Center as reported in the Ambulatory Surgical Treatment Center Profiles (the "Profiles") for the years 2008, 2009 and 2010, the three most recent years for which the Profiles are available.

Advanced Eye Surgery and Laser Center, LLC

	2008	2009	2010
Net Patient Revenue	$1,122,734	$1,065,000	$1,139,633
Amount of Charity Care	0	0	0
Cost of Charity Care	0	0	0

2129814-1

ATTACHMENT 44

CHARITY CARE

The following table contains the Charity Care information for Bloomington Eye Institute as reported in the Ambulatory Surgical Treatment Center Profiles (the "Profiles") for the years 2008, 2009 and 2010, the three most recent years for which the Profiles are available.

Bloomington Eye Institute

	2008	2009	2010
Net Patient Revenue	$4,499,078	$4,834,913	$5,223,152
Amount of Charity Care	0	0	0
Cost of Charity Care	0	0	0

2129814-1

ATTACHMENT 44

CHARITY CARE

The following table contains the Charity Care information for Decatur Healthcare as reported in the Ambulatory Surgical Treatment Center Profiles (the "Profiles") for the years 2008, 2009 and 2010, the three most recent years for which the Profiles are available.

Decatur Healthcare

	2008	2009	2010
Net Patient Revenue	$2,682,783	$1,401,485	$1,070,380
Amount of Charity Care	0	0	0
Cost of Charity Care	$63,651	0	0

2129814-1

EXHIBIT A

MEMBERSHIP UNIT PURCHASE AGREEMENT

In the event that the schedules to this Exhibit are updated prior to the closing of the transaction, an updated Exhibit A will be provided to the Board.

MEMBERSHIP UNIT PURCHASE AGREEMENT

among

GAILEY EYE CLINIC, LTD

ADVANCED EYE SURGERY AND LASER CENTER, LLC

and

SUSHANT K. SINHA, D.O.

Dated November ___, 2011

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Exhibit	Description
A	Definitions
B	Form of Member Release
C	Form of Opinion of the Company's Counsel
D	Form of Office Lease Agreement

MEMBERSHIP UNIT PURCHASE AGREEMENT

This MEMBERSHIP UNIT PURCHASE AGREEMENT (this "*Agreement*"), dated November ___, 2011, is entered into by and among GAILEY EYE CLINIC, LTD, an Illinois corporation (the "*Purchaser*"), ADVANCED EYE SURGERY AND LASER CENTER, LLC, an Illinois limited liability company (the "*Company*") and SUSHANT K. SINHA, D.O. (the "*Seller*") Capitalized terms used herein have the definitions referred to, or set forth in, Exhibit A hereto.

RECITALS

A. The Company owns and operates Advanced Eye Surgery and Laser Center, a free-standing ambulatory surgery center located in Decatur, Illinois (the "*ASC*").

B. Seller owns all of the issued and outstanding membership units or other equity securities of the Company (the "*Units*").

C. Seller and Purchaser desire to enter into a transaction whereby Purchaser will acquire from Seller all of the Units owned by Seller on the terms and subject to the conditions hereinafter set forth.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows.

ARTICLE I SALE AND TRANSFER OF UNITS; PURCHASE PRICE

1.1 Sale and Transfer of Units. At the Closing and in reliance upon the representations, warranties and agreements and subject to the conditions set forth in this Agreement, Seller shall sell, assign, transfer, convey and deliver to Purchaser, free and clear of all liens, claims, options, charges, security interests, pledges, mortgages or other encumbrances whatsoever (collectively, "*Liens*"), and Purchaser shall purchase, the Units.

1.2 Purchase Price. The consideration to be paid by Purchaser to Seller for the Units (the "*Purchase Price*") shall be an amount equal to $1,100,000 (the "*Base Purchase Price*"), (i) decreased by the amount, if any, by which the Closing Working Capital Value is less than $15,000 (the "*Target Working Capital Value*"), or (ii) increased by the amount, if any, by which the Closing Working Capital Value exceeds the Target Working Capital Value.

1.3 Payment of Purchase Price.

(a) At the Closing, Purchaser shall pay to Seller an amount of cash (the "*Closing Payment*") equal to the Base Purchase Price, minus $100,000 (the "*Holdback Amount*").

(b) Ten (10) days following the eighteenth (18th) month anniversary of the Closing, Purchaser shall pay to Seller the Holdback Amount less any amounts for Losses of Purchaser Indemnified Parties. Notwithstanding the foregoing, if any Indemnity Claims of any Purchaser Indemnified Parties are then pending, the Purchaser shall retain

a portion of the Holdback Amount (to the extent remaining) in an amount equal to the aggregate Indemnity Claim amounts of such pending Indemnity Claims until such time as such Indemnity Claims have been resolved.

1.4 Closing Date Balance Sheet.

(a) No later than 90 days after the Closing, Purchaser, at its cost and expense, shall prepare and close the financial books and records of the Company as of the close of business, Chicago time, on the Closing Date, and, based on such books and records, shall prepare and deliver, or cause to be prepared and delivered, to the Company, a balance sheet, dated as of the effective time of the Closing (the "*Closing Date Balance Sheet*"). The Closing Date Balance Sheet shall be prepared in accordance with generally accepted accounting principles ("*GAAP*") and shall present fairly the financial condition of the Company as of the effective time of the Closing, except that the Closing Date Balance Sheet shall be prepared in accordance with the principles set forth on the attached Schedule 1.4(a).

(b) Purchaser shall deliver to Seller the Closing Date Balance Sheet and a calculation of the Closing Working Capital Value (the "*Closing Statement*"). If Seller objects to the Closing Date Balance Sheet or the Closing Statement provided to Seller by Purchaser, then within 30 calendar days of Seller's receipt of the Closing Date Balance Sheet and the Closing Statement, Seller shall give written notice in reasonable detail (the "*Notice*") of Seller's objections to Purchaser. During such 30-day period (and, to the extent a Notice is delivered, thereafter until the conclusion of the process described by this Section 1.4(b)), Purchaser and Purchaser's accountants shall give Seller and Seller's accountants access, upon reasonable notice and during normal business hours, to all books, records and work papers of Purchaser and its accountants related to the preparation of the Closing Date Balance Sheet and the Closing Statement. If Purchaser has not received the Notice within such 30-day period, Seller shall be deemed to have no objection to the Closing Date Balance Sheet and the Closing Date Balance Sheet and the Closing Statement shall become final and binding on the parties hereto for all purposes of this Agreement. The parties shall negotiate in good faith to resolve any disputes as promptly as practicable and in any event within twenty calendar days. If the parties are unable to resolve all disputes within twenty calendar days of receipt by Purchaser of the Notice, then only the unresolved disputes shall be submitted to a mutually agreed-upon independent accounting firm located in downstate Illinois with a disputes practice that neither Seller nor Purchaser has engaged in the past five (5) years, or, if that firm declines such engagement, another independent certified public accounting firm mutually agreed to by the parties, in each case utilizing partners that have not represented and have no relationship with either party (the "*Independent Accountant*"). The parties shall be entitled to provide the Independent Accountant with supporting documentation in connection with resolution of such disputes. The Independent Accountant shall, within 30 calendar days of its engagement, provide a final and conclusive resolution of all unresolved disputes and shall conform the Closing Date Balance Sheet and the Closing Statement accordingly. The Independent Accountant may not assign a value to any item in dispute greater than the greatest value for such item assigned by Purchaser, on the one

hand, or Seller, on the other hand, or less than the smallest value for such item assigned by Purchaser, on the one hand, or Seller, on the other hand. All references in this Agreement to the Closing Date Balance Sheet or the Closing Statement shall mean the Closing Date Balance Sheet or the Closing Statement, as appropriate, as modified pursuant to this resolution procedure, and the resolution of the Independent Accountant shall be binding on the parties hereto, except that the foregoing shall not limit or prohibit a party from asserting a claim and obtaining relief on account of any Breach of a representation, warranty or covenant contained in this Agreement or the Additional Documents. The fees and expenses of the Independent Accountant shall be borne by the parties as the Independent Accountant determines to be fair and equitable based upon the positions taken by the parties in any such disputes.

(c) On the later to occur of (i) the fifth (5th) day following the date on which Purchaser and Seller have either agreed to the Purchase Price or completed the dispute resolution procedure described in Section 1.4(b) or (ii) 120 days after the Closing Date (A) if the Closing Payment is less than the Purchase Price (reduced by the Holdback Amount), Purchaser will pay additional cash to Seller equal to such deficit plus 3.5% interest on such amount, and (B) if the Closing Payment exceeds the Purchase Price (reduced by the Holdback Amount), Seller pay such excess to Purchaser from the Holdback Amount plus 3.5% interest on such amount.

1.5 Closing Working Capital Value. As used herein, the term "*Closing Working Capital Value*" shall mean the amount by which (a) the sum of the Cash and Cash Equivalents, Adjusted Accounts Receivable and prepaid assets useable by the Company after the Closing Date in the ordinary course of business exceed (b) the sum of the current liabilities (including the Accounts Payable), in each case as reflected on the Closing Date Balance Sheet.

ARTICLE II CLOSING

2.1 The Closing. Subject to Article VIII, the closing of the transaction contemplated hereby related to the Units (the "*Closing*") shall take place at a time and place mutually agreed upon by the Seller and the Purchaser after Purchaser receives the written approval of IHFSRB referred to in Section 8.1(e) (but in no event later than April 1, 2012) (the "*Closing Date*"). The Closing shall be deemed effective at the close of business on the date of the Closing.

2.2 Seller's Deliveries at the Closing. Subject to the conditions set forth in this Agreement, at the Closing, simultaneous with Purchaser's deliveries hereunder, Seller shall deliver to Purchaser all of the following documents, certificates and instruments, all in form and substance reasonably satisfactory to Purchaser:

(a) Instruments of Transfer. Duly executed bills of sale and assignment as are necessary or appropriate to sell, assign and transfer to Purchaser and to vest in Purchaser good and marketable title to the Units;

(b) Release. A release in the form of Exhibit B (the "*Member Release*") duly executed by Seller;

(c) Resolutions. Copies of any resolutions required by the Organizational Documents of the Company, certified as of the Closing Date by the Secretary of the Company as having been duly and validly adopted and as being in full force and effect on the Closing Date, authorizing the execution and delivery by the Company of this Agreement and the performance by the Company of the transactions contemplated hereby;

(d) Organizational Documents. Copies of the Organizational Documents of the Company, certified by the Secretary of State of the State of Illinois, or the Secretary of the Company, as appropriate;

(e) Good Standing Certificates. Good standing certificates for the Company, in each case no earlier than five (5) days prior to the Closing Date, issued by the Secretary of State of each jurisdiction in which the Company is either organized or qualified or licensed to do business;

(f) Closing Certificate.

(i) A certificate executed by Seller to the effect that (A) except as disclosed on such certificate, the representations and warranties of Seller contained herein are true on the Closing Date with the same effect as though made on and as of the Closing Date; and (B) Seller has performed and complied with all of the agreements and covenants to be performed or complied with by Seller under this Agreement prior to and as of the Closing Date;

(ii) A certificate executed by the Company to the effect that (A) except as disclosed on such certificate, the representations and warranties of the Company contained herein are true on the Closing Date with the same effect as though made on and as of the Closing Date; and (B) the Company has performed and complied with all of the agreements and covenants to be performed or complied with by the Company under this Agreement prior to and as of the Closing Date;

(g) Approvals. All consents, waivers, authorizations and approvals set forth on Schedule 3.4;

(h) UCC Releases. UCC termination statements releasing each of the Liens upon the Company Assets other than Permitted Liens;

(i) Permits. All special permits or licenses issued by the municipality in which the Company is located which are required in connection with the operation of the ASC (including any and all environmental protection permits);

(j) Bank Documents. Signature and authorization cards for the bank accounts set forth on Schedule 3.26;

(k) Payoff Letters. Payoff letters, if applicable, setting forth, as of the Closing Date, the amount of principal and interest necessary to pay in full all Indebtedness for Borrowed Funds of the Company to such person or entity;

(l) Resignations. Duly executed resignation from the manager of the Company;

(m) Accounts Receivable List. A list, as of the Closing Date, of all of the Accounts Receivable;

(n) Search Results. Copies of Uniform Commercial Code, judgment, lien, tax and pending litigation searches related to the Company in all jurisdictions in which the Company has any material operations, in form and substance satisfactory to Purchaser, and dated no earlier than 10 days prior to the Closing Date;

(o) Lender Documents. All such other documents and instruments as the lender or lenders for Purchaser and its Affiliates, or their counsel, shall reasonably request in connection with the financing by Purchaser of the transactions contemplated by this Agreement, it being agreed that Purchaser shall reimburse Seller for any material and reasonable costs or expenses incurred by Seller in complying with this Section 2.2(o) so long as such costs or expenses have been approved by Purchaser prior to being incurred;

(p) Opinion of the Company's Counsel. An opinion of Andrew P. Chiligiris, counsel to the Company, addressed to Purchaser and any lender or lenders for Purchaser and its Affiliates, dated the Closing Date and in the form attached hereto as Exhibit C;

(q) Lease. The Office Lease Agreement for 646 W. Pershing Road, Decatur, Illinois (the "*Office Lease*") in substantially the form attached hereto as Exhibit D, as mutually agreed upon by the Seller and the Purchaser, duly executed by the Seller; and

(r) Additional Agreements. All such other documents and instruments as Purchaser or its counsel shall reasonably request in connection with the consummation of the transactions contemplated by this Agreement.

2.3 Purchaser's Deliveries at the Closing. Subject to the conditions set forth in this Agreement, at the Closing, simultaneous with the deliveries of Seller hereunder, Purchaser shall deliver all of the following documents, certificates and instruments, all in form and substance reasonably satisfactory to the Company and its counsel:

(a) Operating Agreement. The Operating Agreement Amendment duly executed by Purchaser;

(b) Resolutions. A copy of resolutions for Purchaser, certified as of the Closing Date by Purchaser's secretary or assistant secretary as having been duly and validly adopted and as being in full force and effect on the Closing Date, authorizing the execution and delivery by Purchaser of this Agreement and the performance by Purchaser of the transactions contemplated hereby;

(c) Closing Certificate. A certificate executed on behalf of Purchaser by its chief executive officer, dated the Closing Date, to the effect that (i) except as disclosed on such certificate, the representations and warranties of Purchaser contained herein are true on the Closing Date with the same effect as though made on and as of the Closing Date; and (ii) Purchaser has performed and complied with all of the agreements and covenants to be performed or complied with by it under this Agreement prior to and as of the Closing Date;

(d) Closing Payment. The Closing Payment as provided in Section 1.4;

(e) Lease. The Office Lease, duly executed by Purchaser; and

(f) Additional Agreements. All such other documents and instruments as Seller or its counsel shall reasonably request in connection with the consummation of the transactions contemplated by this Agreement.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company and Seller hereby represent, warrant and covenant to Purchaser as of the date hereof and as of the effective time on the Closing Date, as set forth below. The following representations and warranties are qualified by the exceptions set forth in the Schedules to this Article III only to the extent an exception expressly refers to the specific representations and warranties which it qualifies or to the extent the exception is sufficiently clear and specific on its face to communicate the specific representations and warranties which it qualifies.

3.1 Organization and Authority. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois, and has all requisite power and authority (limited liability company and other) to own, lease and operate its properties and assets and to conduct its business as now being conducted. The Company is not, and for the past five (5) years the Company has not been, engaged in any business other than the operation of the ASC. The Company is not required to qualify as a foreign corporation under the laws of any jurisdiction due to the nature of its business or the nature and location of the Company Assets. A complete and accurate copy of the Organizational Documents of the Company, as amended to the date hereof, has been delivered to Purchaser by Seller. Schedule 3.1 sets forth an accurate and complete list of all of the managers and officers of the Company.

3.2 Capitalization and Subsidiaries. Seller owns 100% of the membership interests and other equity ownership of the Company. There are no voting trusts or other agreements or understandings to which the Company is a party or of which the Company has knowledge with respect to the Units. All of the Units have been duly authorized and validly issued and are not subject to preemptive rights created by statute, the Company's Organizational Documents, or any agreement or document to which Seller is a party or by which Seller is bound. Other than the Units, there are outstanding (i) no membership units or other securities of the Company, (ii) no securities convertible into or exchangeable for membership units or securities of the Company, and (iii) no options or other rights to acquire from the Company, and no obligation of the Company to issue, any membership units, securities or securities convertible into or exchangeable for membership units or securities of the Company. There are no outstanding

obligations of the Company to repurchase, redeem or otherwise acquire any membership units of the Company or pay any dividend or make any other distribution in respect thereof. The Company does not own any subsidiary or any securities (marketable or otherwise) or other instruments, if any (as those terms are defined in the Uniform Commercial Code as enacted in the State of Illinois). There are no outstanding obligations of the Company to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any other Person.

3.3 Authority Relative to Agreement. The Company has the limited liability company power and authority to enter into this Agreement and to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and the performance by the Company of its obligations hereunder have been duly authorized by its manager, and no other limited liability company proceedings on the part of the Company are necessary to authorize such execution, delivery and performance. This Agreement has been duly executed by the Company and constitutes the valid and legally binding obligation of the Company enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equitable principals (regardless of whether such enforceability is considered in equity or at law) (the "*Bankruptcy Exception*").

3.4 Absence of Conflicts. Except as set forth in Schedule 3.4, the execution, delivery and performance by the Company of this Agreement and the transactions contemplated hereby do not and will not conflict with or result in any violation of or constitute a Breach or default under any term of the Organizational Documents of the Company, of any agreement, permit or other instrument to which the Company is a party, or by which the Company is bound or to which any of the Company Assets or the ASC is subject, or any Judgment to which the Company, the Company Assets or the ASC is bound or subject or any Rule, and will not result in the creation of any Lien upon any of the Company Assets or the ASC other than a Permitted Lien. Except for the consents of the parties listed on Schedule 3.4, no notice to and no permit, authorization, consent or approval of any Governmental Authority or of any third party is necessary for the consummation by Seller of the transactions contemplated by this Agreement.

3.5 Books and Records. The books and records, patient files, patient lists and records, vendor files, vendor lists and records, cost files and records, credit information, distribution records, business records and plans, Tax records, studies, surveys, reports, correspondence, marketing, sales and promotional literature and materials, advertising and advertising copy, and other similar materials, microfilm, microfiche, computer and other records, and all computer software, and all similar data, documents and items, of the Company, wherever located (collectively, the "*Books and Records*") (a) are complete and correct in all material respects, and (b) have been maintained in the Company's usual, regular and ordinary manner. All material transactions of the Company are reflected in its respective books of accounts. The minute books of the Company contain records of all meetings held of, and all material limited liability company action taken by, its members, managers and committees of its managers, and no meeting of any such members, managers or committee has been held for which minutes have

not been prepared and are not contained in such minute books. At the Closing, all of the Books and Records will be located at the ASC.

3.6 Financial Statements. Set forth in Schedule 3.6 are accurate and complete (i) copies of the compiled financial statements for the Company for the periods ended December 31, 2010, 2009 and 2008, which include Statements of Assets, Liabilities and Equity (income tax basis), and the related Statements of Revenue and Expenses (income tax basis), each prepared on the accounting basis used by the Company for income tax purposes which is a comprehensive basis of accounting other than GAAP (no disclosures are included in these statements) (collectively, the "*Annual Financial Statements*"), and (ii) as soon as available copies of the unaudited balance sheet of the Company as of December 31, 2011 (the balance sheet of the Company as of December 31, 2011 (the "*Balance Sheet Date*") being referred to as the "*Balance Sheet*"), together with the related unaudited statements of operations, members' equity and changes in cash flows for the twelve-month period ended on such date ("*Interim Statements*" and, together with the Annual Financial Statements, the "*Financial Statements*"). Except as set forth in Schedule 3.6, the Financial Statements (a) present fairly in all material respects the financial position, results of operations and changes in cash flows of the Company as of such dates and for the periods then ended, (b) are in accordance with the Books and Records, and (c) can be reconciled with the financial statements and the financial records maintained and the accounting methods applied by the Company for preparing Schedules K-1 for federal income Tax purposes. No financial statements of any Person other than the Company are required by GAAP to be included in the financial statements of the Company.

3.7 Accounts Receivable. All outstanding accounts receivable and other receivables, billed and unbilled, and all negotiable instruments or other instruments and chattel paper, as are payable to the Company reflected on the Balance Sheet (and which will be reflected on the Closing Date Balance Sheet) (collectively the "*Accounts Receivable*"), (i) have arisen (and will arise) in bona fide transactions, (ii) are (and will be) valid claims against account debtors for goods or services delivered or rendered, subject to no defenses, offsets or counterclaims, except for the reserves related thereto reflected on the Balance Sheet in accordance with GAAP (the "*Reserves*"), and (iii) subject to the Reserves, are collectible. All Accounts Receivables arose (and will have arisen prior to the Closing Date) in the ordinary course of business and none of the obligors of such receivables have refused or given notice that they refuse to pay the full amount thereof. No receivables are subject to prior assignment, claim or other Lien. The Company does not have any Liability for any refunds, allowances, returns or discounts in respect of services rendered or provided by it or for its account except to the extent of the Reserves and except as otherwise incurred after the Balance Sheet Date in the ordinary course of business, consistent with past practice. To the Company's knowledge, after the Closing Date, the Company will not have any obligation (whether in bankruptcy or insolvency proceedings or otherwise) to repay any receivables collected by the Company prior to the Closing Date.

3.8 Absence of Certain Changes or Events.

(a) Material Adverse Changes. Since December 31, 2010, there has not been, nor does the Company have reason to know of, any development (including consummation of the transactions contemplated hereby) or threatened development of a nature which may cause any material adverse change in the financial condition, net

worth, assets, liabilities, personnel or operations (including the relationship of the Company or the ASC with its respective suppliers, employees, patients, medical staff, Governmental Authorities or others) of the ASC or the ability of Seller to perform this Agreement (collectively, "*Material Adverse Effect*").

(b) Certain Events. Except as set forth in Schedule 3.8(b) or as consented to by Purchaser in writing prior to its occurrence, since December 31, 2010, the Company has conducted (and from the date hereof through the Closing, the Company will conduct) the ASC only in the ordinary course, consistent with past practice, using its best efforts to maintain and enhance the ASC and, without limiting the foregoing, the Company has not (and from the date hereof through the Closing, the Company will not have):

(i) created or suffered to exist any Liens or restrictions with respect to any of the Company Assets;

(ii) sold, leased to others, licensed to others, disposed of, or otherwise transferred any of the assets or properties or properties of the Company which, but for such sale, lease, license, disposition or transfer would have constituted Company Assets;

(iii) suffered any material loss, or material interruption in use, of any material asset or property of the ASC (whether or not covered by insurance) on account of fire, flood, riot, strike, war, act of terrorism or other hazard or Act of God;

(iv) purchased, called, redeemed or otherwise acquired, or declared or paid any dividends or other distributions on or with respect to, any Units or other securities of the Company;

(v) increased the rate or terms of compensation (including termination and severance pay), commission, bonus or other direct or indirect remuneration (or the rate thereof) payable or to become payable (A) to any manager, or (B) other than in the ordinary course of business consistent with past practice, to any of the employees, officers or independent contractors who provide any services in connection with the ASC, or (C) adopted, amended or terminated any Employee Plan or Labor Agreement or entered into any employment, consulting, severance or termination agreement;

(vi) made any change in the conduct or nature of any aspect of the ASC whether made in the ordinary course of business or not and whether or not the change had a Material Adverse Effect;

(vii) waived any rights relating to the ASC or arising under or in connection with any of the Company Assets;

(viii) acquired any assets or properties related to the ASC other than in the ordinary course of business consistent with past practice;

(ix) entered into any merger, consolidation, recapitalization or other business combination or reorganization;

(x) made any loans, advances or capital contributions to or investments in any Person;

(xi) induced any employee who provides any services to the ASC to leave his or her employment, or acted to otherwise adversely affect the relations of the Company with any such employee;

(xii) accelerated collection of receivables, prepaid or accelerated payment of Indebtedness for Borrowed Funds, delayed payment of payables, changed credit practices or done anything to materially and adversely affect the relationship of the ASC to any of its patients, medical staff members or suppliers;

(xiii) discharged or satisfied any Lien other than those then required to be discharged or satisfied, or paid any Liability of the Company, absolute, accrued, contingent or otherwise, whether due or to become due, other than current liabilities for trade or business obligations shown on the Balance Sheet and current liabilities for trade or business obligations incurred since December 31, 2010 in the ordinary course of business and consistent with prior practices;

(xiv) failed to replenish its inventories and supplies in a normal and customary manner consistent with its prior practice and any prudent business practices prevailing in the industry, or made any purchase commitment in excess of the normal ordinary and usual requirements of the ASC or at any price in excess of the then-current market price or upon terms and conditions more onerous than those usual and customary in the industry or made any change in its marketing, pricing, advertising or personnel practices inconsistent with its prior practice and prudent business practices prevailing in the industry;

(xv) made any change in any method of accounting or accounting practice;

(xvi) taken any action or omitted to take any action which action or omission could dilute, reduce or adversely affect the voting power or rights of the Units;

(xvii) entered into any transaction, agreement, contract or understanding with any Related Party affecting the ASC or altered the terms of any transaction, agreement, contract or understanding with any Related Party;

(xviii) without limiting the foregoing, entered into any material transaction (except as expressly contemplated by this Agreement) affecting any of the assets, properties, business, operations, prospects or financial condition of the Company, other than in the usual and ordinary course of business consistent with past practice;

(xix) commenced any litigation other than (A) for the routine collection of bills, or (B) in such cases where the Company in good faith determines that failure to commence suit would result in the material impairment of a valuable aspect of the Company's business, provided that the Company consult with Purchaser prior to the filing of such a suit;

(xx) incurred any Indebtedness for Borrowed Funds other than ordinary course trade payables consistent with past practices;

(xxi) caused, permitted or proposed any amendments to the Organizational Documents of the Company;

(xxii) laid off more than 5 employees;

(xxiii) entered into or terminated, accelerated or canceled any contract or agreement, or amended, modified or made any change in, or waived any benefit of, any Contract;

(xxiv) had any License, Company Accreditation or Company Reimbursement Approval suspended, revoked or terminated (whether due to nonrenewal or otherwise);

(xxv) caused or permitted, by any act or failure to act, any License to expire or be revoked, suspended or modified or taken any action that could reasonably be expected to cause any Governmental Authority to institute proceedings for the suspension, revocation or adverse modification of any License; or

(xxvi) except for this Agreement, entered into any oral or written agreement, contract, commitment, arrangement or understanding with respect to any of the matters described in clauses (i) through (xxv) above.

3.9 Compliance with Laws.

(a) General. The Company is not, and during the past three (3) years has not been, in violation of, and the ASC has been and is being conducted in accordance with, all federal, state, municipal and other laws, regulations, orders and other legal requirements applicable to its business or operations, including all laws with respect to the payment for, or the referral of, services to be covered by, as well as other requirements for participation in, all federal and state health care programs (e.g., Medicare and Medicaid) (collectively, "*Rules*"), the failure to comply with which could, individually or in the aggregate, have a Material Adverse Effect, and the Company is not in default with respect to any Judgment of any Governmental Authority or arbitrator.

(b) Hazardous Substances. Without limiting Section 3.9(a), the Company (including all of their predecessors) has been at all times and is in substantial compliance with the Resource Conservation and Recovery Act, the Comprehensive Environmental

Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Federal Water Pollution Control Act, the Clean Air Act, as amended, and all other Rules relating to pollution or protection of public health, welfare and the environment, including laws relating to emissions, discharges, disposal practices, releases or threatened releases of toxic or hazardous substances or hazardous wastes, including asbestos and polychlorinated biphenyls, or other pollutants, contaminants, petroleum products or chemicals (collectively, "*Hazardous Substances*") into the environment (including ambient air, indoor air, surface water, ground water, land surface or sub-surface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances (collectively the "*Environmental Laws*"). There are no, and there have never been any, material amounts of Hazardous Substances generated, treated, stored, disposed of, or otherwise deposited in or located on any Real Property and there are no above ground or underground storage tanks located on any Real Property.

(c) Medicare, Medicaid; Company's Legal and Billing Compliance. Without limiting Section 3.9(a), the Company (including all of its predecessors) has not engaged in any activity or contractual relationship, including the filing or submission or any claim for reimbursement, report or other documentation, in violation of 42 C.F.R. § 424.22(d), the False Claims Act (31 U.S.C. Section 3729), the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104 191, 110 Stat. 1936 (1996), the Fraud and Abuse provisions of Section 1128B of the Social Security Act, the Medicare and Medicaid Patient and Program Protection Act of 1987 (42 U.S.C. Section 1320a 7b), Section 1877 of the Medicare Act (42 U.S.C. Section 1395nn) (the Stark anti referral amendments), as amended, or any directives, rules or regulations thereunder promulgated by the U.S. Department of Health and Human Services, or any comparable rules and regulations promulgated by any other federal or state agency; or which results in the over utilization of health care services by patients or improper denial of health care services to patients.

(i) Neither the Company nor, to the Company's knowledge, any member, manager, director, officer or employee of the Company, nor any agent acting on behalf of or for the benefit of any thereof, has directly or indirectly (1) offered or paid any remuneration, in cash or in kind, to, or made any financial arrangements with, any past or present patients, past or present medical staff members, past or present suppliers, contractors or third-party payors of the Company to obtain business or payments from such person; (2) given or agreed to give, or is aware that there has been made or that there is any agreement to make, any gift or gratuitous payment of any kind, nature or description (whether in money, property or services) to any patient or potential patient, referral source or potential referral source, supplier or potential supplier, contractors, third-party payor or any other person; (3) made or agreed to make, or is aware that there has been made or that there is any agreement to make, any contribution, payment or gift of funds or property to, or for the private use of, any governmental official, employee or agent, where the contribution, payment or gift is or was illegal under applicable Rules; (4) established or maintained any unrecorded fund or asset for

any purpose, or made any false or artificial entries on any of its books or records for any reason; or (5) made, or agreed to make, or is aware that there has been made or that there is any agreement to make, any payment to any person with the intention or understanding that any part of such payment would be used for any purpose other than that described in the documents supporting such payment.

(ii) Neither the Company nor, to the Company's knowledge, any member, manager, director, officer or employee of the Company, is a party to any contract, lease or other agreement, including, but not limited to, any joint venture or consulting agreement, with any physician, hospital, nursing facility, home health agency, hospice or other person or entity who is in a position to make or influence referrals to or otherwise generate business for the Company that (i) does not comply with a safe harbor under 42 U.S.C. 1320a-7b(b) (the Fraud and Abuse Anti-Kickback statute); or (ii) violates 42 U.S.C. 1395nn and 1395(q) (the Stark Law).

(iii) All billing practices by the Company to all third-party payors, including, but not limited to, the federal Medicare program, state Medicaid programs, private insurance companies and self insured employers or entities, have been in compliance with all applicable Rules and policies of all such third-party payors, and the Company has not billed for or received any payment or reimbursement in excess of amounts allowed by applicable Rules. The Company has timely filed all requisite claims and other reports required to be filed in connection with all Medicare and Medicaid programs due on or before the date hereof, which claims and reports are complete and correct in all material respects. There are no claims, actions, payment reviews or appeals pending or, to the Company's knowledge, threatened before any commission, board or agency, including, without limitation, any intermediary or carrier, the Administrator of CMS, or any applicable state program, with respect to any Medicare or Medicaid claims filed by the Company on or before the date hereof or program compliance matters which would adversely affect the Company, the ASC, the operations or utility thereof, or the consummation of the transactions contemplated hereby. No validation review or program integrity review related to the Company or the ASC has been conducted by any commission, board or agency in connection with the Medicare or Medicaid program, and no such reviews are pending or, to the Company's knowledge, scheduled or threatened against or affecting the Company, the ASC or the consummation of the transactions contemplated hereby.

(iv) The Company holds all Accreditations necessary or required by applicable Rules or Governmental Authority for the operation of the ASC, and Schedule 3.9(c)(iv) sets forth all such Accreditations held by the Company (individually, a "*Company Accreditation*," and collectively, the "*Company Accreditations*"). There are no pending or, to the knowledge of the Company, threatened Claims that could reasonably be expected to result in the suspension, revocation, restriction, amendment or nonrenewal of any Company Accreditations, and no event which (whether with notice or lapse of time or both)

could reasonably be expected to result in a suspension, revocation, restriction, amendment or nonrenewal of any Company Accreditation has occurred. The Company is in compliance with the terms of the Company Accreditations.

(v) The Company holds all Reimbursement Approvals necessary or required by applicable Rules or Governmental Authority for the operation of the ASC. Schedule 3.9(c)(v) sets forth all such Reimbursement Approvals held by the Company as of the Closing Date or to be obtained by the Company within 90 days following the Closing Date (individually, a "*Company Reimbursement Approval*," and collectively, the "*Company Reimbursement Approvals*"). There are no pending or, to the knowledge of the Company, threatened Claims that could reasonably be expected to result in the suspension, revocation, restriction, amendment or nonrenewal of any Company Reimbursement Approvals, and no event which (whether with notice or lapse of time or both) could reasonably be expected to result in a suspension, revocation, restriction, amendment or nonrenewal of any Company Reimbursement Approval has occurred. The Company is in compliance with the terms of the Company Reimbursement Approvals.

(vi) Schedule 3.9(c)(vi) sets forth, as of the date hereof, (A) a list of the dates of all surveys performed by any Governmental Authority or pursuant to any License, Company Accreditation or Company Reimbursement Approval to which the Company was a party at any time during the five-year period ending on the date hereof, and any deficiencies for which a plan of correction was required (the "*Health Care Surveys*") and (B) a list of all notices of material noncompliance, requests for material remedial action, return of overpayment or imposition of fines (whether ultimately paid or otherwise resolved) by any Governmental Authority or pursuant to any License, Company Accreditation or Company Reimbursement Approval at any time during the five-year period ending on the date hereof (the "*Health Care Audits*"). The Company has prepared and submitted timely all corrective action plans required to be prepared and submitted in response to any Health Care Surveys or Health Care Audits and has implemented all of the corrective actions described in such corrective action plans. The Company does not have any (I) uncured deficiency that could lead to the imposition of a remedy or (II) existing accrued and/or unpaid indebtedness to any Governmental Authority or pursuant to any Company Reimbursement Approval, including Medicare or Medicaid.

(vii) The Company has not been convicted of or indicted for a Medicare, Medicaid or Federal programs, as defined in 42 U.S.C. § 1320a-7b(f), related offense, nor has the Company nor any of its managers, officers, directors or members been debarred, excluded or suspended from participation in Medicare, Medicaid or any other federal health program or been subject to any order or consent decree of, or criminal or civil fine or penalty imposed by, any court or governmental agency related thereto. To the knowledge of the Company, the Company has not arranged or contracted with (by employment or otherwise)

any individual or entity that is excluded or suspended from participation in a Federal health care program, for the provision of items or services for which payment may be made under such Federal health care program.

(viii) The Company has been and is in compliance with: (A) all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320d *et seq.*) and the regulations promulgated thereunder, including, but not limited to, requirements related to privacy, security and transactions and code sets standards (collectively, "*HIPAA*"); and (B) all applicable state Rules related to privacy and security of health information and the regulations promulgated thereunder, to the extent not preempted by HIPAA (collectively, clauses (A) and (B) are the "*Privacy Laws*"). In the conduct of its business, the Company has obtained any and all health information and data covered by the Privacy Laws in a manner that does not cause the Company or any of their patients to violate the Privacy Laws, and the Company has maintained, used and disseminated any and all such health information and data in compliance with the Privacy Laws.

3.10 Taxes. The Seller has accurately prepared and timely filed all required federal, state, local and foreign returns, estimates, information statements and reports ("*Returns*") relating to any and all Taxes relating or attributable to the Company or its operations and such Returns are accurate and complete and have been completed in accordance with all Rules. The Seller has timely paid all Taxes required to be paid with respect to such Returns. The Company has withheld with respect to its employees all federal and state income Taxes, required to be withheld by it under the Federal Insurance Contributions Act, as amended, the Federal Unemployment Tax Act, as amended, and other Taxes it is required to withhold from amounts paid or owing to any employee, owner, creditor or other third party and remitted the same to the applicable Governmental Authority. The accruals for Taxes on the Books and Records of the Company are sufficient to discharge the Taxes for all periods (or the portion of any period) ending on or prior to the Closing Date. The Company has not been delinquent in the payment of any Tax, there is no Tax deficiency outstanding, proposed or assessed against the Company, nor has the Company executed any waiver of any statute of limitations on or extending the period for the assessment or collection of any Tax. Neither the Company's Tax Returns, nor the Seller's Tax Returns in relation to the Company have ever been audited and no audit or other examination of any Return of the Company, or the Seller in relation to the Company, is presently in progress nor has the Company or the Seller received written or, to the knowledge of the Company and the Seller, oral notice from a Governmental Authority indicating an intent to open any such audit or other examination. The Company is not (nor has it ever been) required to join with any other Person in the filing of a consolidated Tax return for federal Tax purposes or a consolidated or combined return or report for state Tax purposes. The Company is not a party to or bound by any Tax indemnity, Tax sharing or Tax allocation agreement. Neither the Company nor the Seller has any knowledge of any basis for the assertion of any Claim which, if adversely determined, would result in Liens on the assets of the Company relating to Taxes.

3.11 Undisclosed Liabilities. Notwithstanding any representation or warranty contained herein, or any limitations or qualifications of, or exceptions to (whether in a Schedule

attached hereto or otherwise), any such representation and warranty, except as set forth on Schedule 3.11, the Company has no obligation or liability, absolute or contingent, known or unknown, liquidated or unliquidated, whether due or to become due and regardless of when or by whom asserted (a "*Liability*"), which is not fully shown or provided for in the Balance Sheet, except: (a) under the executory portion of any Contract by which the Company is bound on the Closing Date, and (i) which was made in the usual and ordinary course of business consistent with past practice, and (ii) which, if required by this Agreement, is disclosed in a Schedule hereto; and (b) with respect only to the Balance Sheet, Liabilities incurred in the usual and ordinary course of business subsequent to the Balance Sheet Date consistent with past practice and which will be reflected on the Closing Date Balance Sheet.

3.12 Personal Property.

(a) Except as set forth in Schedule 3.12(a) and except for the property subject to the Personal Property Leases, the Company has good and marketable title to all of the Company Assets (other than the , in each case free and clear of all Liens except Permitted Liens and Liens set forth in Schedule 3.12(a), all of which Liens, except for Permitted Liens, shall be fully released on or prior to the Closing Date. Other than property subject to the Personal Property Leases, (i) the Company does not hold or use any machinery, equipment, inventory, motor vehicles, furniture, fixtures or other tangible personal property which is owned by any other Person, and (ii) no other Person holds any personal property of the Company used in, or in connection with, the ASC pursuant to any lease, consignment or similar arrangement and no other Person has any right, title or interest in such personal property of the Company. No assets have been removed from the Real Property since the Balance Sheet Date, other than the disposition of disposables in the ordinary course of business, consistent with past practice.

(b) Subject to changes in the ordinary course of business consistent with past practice between the date of this Agreement and the Closing Date, Schedule 3.12(b) sets forth an accurate, correct and complete list of all tangible personal property, including the location thereof, owned by the Company which has a book value, net of accumulated depreciation, as of the date hereof in excess of $100 per item.

(c) All of the machinery, equipment, tools, motor vehicles, rolling stock, leasehold improvements, furniture, supplies, office equipment, improvements, parts and other tangible personal property owned by the Company, or in which the Company has any right, title or interest (collectively, the "*Equipment*") is in good operating condition and repair (subject to normal wear and tear), and no such item or the use thereof violates any Rule in any material respect.

3.13 Real Property. Other than leasing space for the ASC from the Seller, which lease shall terminate at the Closing, the Company does not own, lease or sublease any real property.

3.14 Personal Property Leases. Set forth in Schedule 3.14 is an accurate, correct and complete list of all leases of personal property to which the Company is a party (collectively, the "*Personal Property Leases*"). The Company is not in default with respect to any Personal Property Lease, and no event has occurred which constitutes, or with due notice or lapse of time

or both may constitute, a default by the Company under any such Personal Property Lease. The Company does not have any obligation or other Liability with respect to any of such Personal Property Leases except as expressly set forth thereon. The Company is in peaceable possession of the personal property subject to the Personal Property Leases (the "*Leased Equipment*"). Except as disclosed on Schedule 3.14, to the knowledge of the Company, none of such Leased Equipment is subject to any licenses, use restrictions, exceptions, reservations, limitations or other impediments which adversely affect the value to the Company of the leasehold interest therein or which interfere with or impair the present and continued use thereof in the usual and normal conduct of the ASC as presently conducted. Except as disclosed on Schedule 3.14, to the knowledge of the Company, none of such Leased Equipment is subject to any security interest, mortgage, deed of trust or other lien (except the lien of current taxes not yet due and payable) which could, by foreclosure or enforcement, terminate or otherwise adversely affect any Personal Property Lease to which the Leased Equipment is subject.

3.15 Inventory. The Company does not possess or maintain any inventory which is held for sale by the Company, except as may be used in healthcare procedures performed at the ASC. All of the inventory and supplies maintained for use in the ASC are substantially of a quality and quantity usable in the ordinary course of business of the ASC. The inventory levels are based on past practices of the Company and the ASC.

3.16 Intellectual Property. Schedule 3.16 sets forth an accurate and complete list of all (i) Patents, (ii) Trademarks, (iii) Trade Names, (iv) Know-how, (v) proprietary rights in trade dress and packaging, and (vi) shop rights, mask works, copyrights, inventions, material trade secrets, service marks, web sites, domain names, computer software and all other material intellectual property rights of the Company, in each case whether registered or not and in each case wherever such rights exist throughout the world, including the right to recover for any past infringement (collectively, the "*Intellectual Property*") (a) licensed to or from any third party by the Company as described thereon, (b) owned by, or registered or applied for by, or in the name of, the Company, (c) in which the Company has any rights, or (d) which are utilized in the operation of the ASC. Except as expressly set forth in Schedule 3.16, the Company owns, on an exclusive basis, free and clear of all Liens other than Permitted Liens, all of the Intellectual Property, including the Intellectual Property identified in Schedule 3.16. The Company does not pay or receive any royalty from anyone with respect to any of the Intellectual Property nor has the Company licensed anyone to use any of the Intellectual Property. All rights of the Company in and to the Intellectual Property (other than off-the-shelf software) will be unaffected by the transactions contemplated by this Agreement. The Company has not given or received any written or, to the knowledge of the Company, oral notice of any pending conflict with, or infringement of the rights of others with respect to, any Intellectual Property or with respect to any license of the Intellectual Property. Except as set forth on Schedule 3.16, the Company is not subject to any Judgment, nor has the Company entered into or become a party to any contract, agreement or understanding which restricts or impairs the use of any Intellectual Property. No Intellectual Property owned, used or under development by the Company, and no services or products sold by the Company, conflict with or infringe upon any intellectual property rights of any third party. The Company has not entered into any consent, indemnification, forbearance to sue or settlement agreement with respect to Intellectual Property and no Claims have been asserted by any Person with respect to the validity of, or the Company's

ownership of or right to use, the Intellectual Property and, to the Company's knowledge, there is no basis for any such Claim. The items of Intellectual Property listed or required to be listed on Schedule 3.16 are valid, have not lapsed and are enforceable, and no application, patent or registration relating thereto has lapsed, expired or been abandoned or canceled or is the subject of cancellation or other adversarial proceeding, and all pending applications are in good standing and not opposed. To the Company's knowledge, no Person is infringing on or violating the Intellectual Property. The Intellectual Property is sufficient in all respects to permit the continued lawful conduct of the ASC in the manner now conducted by the Company. The Company is not in default or in violation with respect to any of the Intellectual Property or the terms or conditions by which such Intellectual Property was acquired or obtained, and no event has occurred which constitutes, or with due notice or lapse of time or both may constitute, a default by the Company under or a violation of any item of Intellectual Property. None of the products, services or operations of the Company in the conduct of the ASC involves any infringement of any proprietary right of any other Person. The Company does not have any knowledge or any reason to know of any fact which could give rise to a claim of infringement by any Person relating to the ownership, licensing or use of the Intellectual Property by the Company.

3.17 Licenses. Set forth in Schedule 3.17 is an accurate and complete list of all licenses, permits, quotas, authorizations, franchises, registrations and other approvals from any Governmental Authority held by the Company or the ASC (collectively, the "*Licenses*"), which list includes a summary description of each item and, where applicable, specifies the date issued, granted or applied for, the expiration date and current status thereof (including, with respect to any software licenses, the number of authorized users of such licensed software). Each of the Licenses has been duly obtained, is valid and in full force and effect, and is not subject to any Liens or any pending or threatened in writing (or, to the knowledge of the Company, orally) administrative or judicial proceeding to revoke, cancel, limit or declare such License invalid in any respect. Each of the Licenses is sufficient in all respects to permit the continued lawful conduct of the ASC in the manner now conducted by the Company. Except as set forth in Schedule 3.17, all rights of the Company in and to the Licenses will be unaffected by the transactions contemplated by this Agreement. The Company is not in default or in violation with respect to any of the Licenses, and no event has occurred which constitutes, or with due notice or lapse of time or both may constitute, a default by the Company under or violation of any License.

3.18 Contracts.

(a) Set forth in Schedule 3.18(a) is an accurate and complete list of each contract, agreement or commitments of whatever nature or description, whether oral (and, solely with respect to oral contracts, a brief description thereof) or written to which the Company is a party and any contractual or other rights related to the ASC (collectively with the Personal Property Leases and Licenses, the "*Contracts*"), other than those Contracts set forth in another Schedule to this Agreement. All Contracts are valid and binding upon the Company, subject to the Bankruptcy Exception and, to the knowledge of the Company, enforceable against the other parties thereto in accordance with their respective terms subject to the Bankruptcy Exception. The Company has performed all

obligations required to be performed by it under all Contracts. The Company is not in default under any of such Contracts, nor to the knowledge of the Company is any other party to any such Contract in default thereunder, nor does any condition exist which, with notice or lapse of time or both, would constitute a default by the Company or, to the knowledge of the Company, by any other party thereunder. Schedule 3.18(a) further sets forth all such Contracts currently in negotiation or proposed by the Company which, if entered into by the Company, would be required to be listed in Schedule 3.18(a) or in any other Schedule. Accurate and complete copies of all written Contracts which are required to be listed in a Schedule to this Agreement have been made available to Purchaser and accurate summaries of all such oral Contracts have been prepared by the Company and made available to Purchaser.

(b) Except as set forth on Schedule 3.18(b), neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in any payment (including, without limitation, severance, unemployment compensation, golden parachute, bonus or otherwise) becoming due to any manager, officer or employee of the Company from the Company, under any Employee Plan or otherwise, (ii) materially increase any benefits otherwise payable under any Employee Plan, (iii) result in the acceleration of the time of payment or vesting of any such benefits, (iv) create a right to receive payments upon a subsequent termination of employment or (v) result in the acceleration of the time of payment of the Company's accounts payable (any payment, increase, acceleration or right described above being referred to as a "*Change of Control Payment*").

3.19 Litigation. Except as set forth in Schedule 3.19, which contains a list and summary description of all pending claims, including all complaints, charges, claims, actions, suits, proceedings, disputes, program reviews, audits, guaranty agency reviews and investigations (collectively, "*Claims*"), there are no Claims pending or, to the knowledge of the Company, threatened, before any Governmental Authority, or before any mediator or arbitrator of any nature, brought by or against the Company, the ASC, or any of the members, officers, managers, employees or agents of the Company involving, affecting or relating to any of the Company Assets, the ASC, or the transactions contemplated by this Agreement, nor to the knowledge of the Company, is there any reasonable basis for any such Claim. None of the Company, the ASC nor any Company Asset is subject to any Judgment which affects or which, to the knowledge of the Company, might affect the Company, any of the assets or properties of the Company or the ASC, or which would or might interfere with the transactions contemplated by this Agreement.

3.20 Payors. The Company has the requisite provider number or other authorization to bill all Third Party Payors and all Third Party Payor Programs that the Company currently bills. For purposes of this Agreement, "*Third Party Payor*" means Medicare, Medicaid, TRICARE, Blue Cross and/or Blue Shield, state government insurers, private insurers and any other person or entity which presently or in the future maintains Third Party Payor Programs. For purposes of this Agreement, "*Third Party Payor Programs*" means all Third Party Payor programs in which the Company participates (including, without limitation, Medicare, Medicaid, TRICARE, or any

other federal or state health care programs, as well as Blue Cross and/or Blue Shield, managed care plans, or any other private insurance programs).

3.21 Employee Plans.

(a) Identification. Set forth in Schedule 3.21 is an accurate and complete list of all bonus, pension, stock option, stock purchase, benefit, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation and other similar fringe or employee benefit plans, trusts, funds, programs or arrangements, and all employment contracts or executive compensation agreements, written or oral, in each of the foregoing cases which cover or are maintained for the benefit of any or all employees, directors, independent contractors or consultants of the Company or any member of its controlled group (the "*Controlled Entities*") as described in Sections 414(b), (c), (m), and (o) of the Code that are maintained by the Company or any Controlled Entity (the "*Employee Plans*").

(b) Documentation. With respect to each Employee Plan, Seller has delivered to Purchaser accurate and complete copies, to the extent applicable or existing, of (i) each Employee Plan document, and a written summary of any Employee Plan not in writing, (ii) the most recent determination or opinion letters received from the IRS, (iii) the most recent applications for determination filed with the IRS by the Company or any Controlled Entity, (iv) the latest actuarial reports and valuations, and the most recent periodic accounting of related plan assets or plans subject to Title IV of ERISA, (v) the latest financial statements, if any, required by Section 103(b) of ERISA, (vi) the three most recent Annual Reports Form 5500 series including financial statements, Schedule A and Schedule B thereto, (vii) all related trust agreements, annuity contracts, insurance contracts or other funding arrangements which implement any of such Employee Plans, and (viii) the three most recent Summary Plan Descriptions and all subsequent summaries of material modifications thereto and all material communications to employees. The Company does not have any stock options or stock appreciation rights issued under any Employee Plan.

(c) Code and ERISA. Each of the Employee Plans and, with respect to each Employee Plan, the Company and each Controlled Entity, is in substantial compliance, in form and operation, with the requirements provided by any and all applicable Rules, including ERISA and the Code. Each Employee Plan and its related trust intended to qualify under Section 401(a) or 408(p) of the Code has previously been determined by the IRS to so qualify and nothing has occurred that would cause the IRS to revoke such qualification. Each trust established or maintained in connection with any Employee Plan that is intended to be exempt from federal income taxation under Section 501(a) of the Code has received a determination letter from the IRS that such trust is so exempt, and nothing has occurred that would cause the IRS to revoke such exemption. Each trust intended to qualify under Section 501(c)(9) of the Code is in substantial compliance in form and in operation, filed a timely notice with the IRS pursuant to Section 505(c) of the Code and the regulations thereunder, has received an opinion letter from the IRS that such trust so qualifies, and nothing has occurred that would cause the IRS to revoke such qualification. All required reports and descriptions of the Employee Plans have been

timely filed and distributed. Any and all notices required by ERISA or the Code or any other state or federal law or any ruling or regulation of any state or Federal administrative agency with respect to the Employee Plans have been appropriately given.

(d) Contributions and Accrual. With respect to each Employee Plan, all applicable contributions for all periods ending prior to Closing have been made in full. All contributions required to be made by the Company or any Controlled Entity under applicable law or the terms of any Employee Plan as of the Closing have been made as of such date.

(e) Plan Amendments. None of the Company, any Controlled Entity nor any of their respective officers or directors, has taken any action directly or indirectly which obligates the Company or any Controlled Entity to institute or modify or change any Employee Plans, any actuarial or other assumption used to calculate funding obligations with respect to any Employee Plans, or the manner in which contributions to any Employee Plans are made or the basis on which such contributions are determined. The Company and each Controlled Entity has the right to amend or terminate its participation with respect to each Employee Plan.

(f) Termination Benefits. No Employee Plan provides medical, life or other welfare benefits (whether or not insured) with respect to current or former employees after retirement or other termination of service (other than coverage mandated by applicable law). With respect to any contract or arrangement with an insurance company providing funding under any Employee Plan, there is no liability for any retroactive rate adjustment. Each Employee Plan that is a "group health plan" within the meaning of Section 5000 of the Code has been operated in substantial compliance with Section 4980B of the Code or Sections 601 through 608 of ERISA and the secondary payor requirements of Section 1862(b) of the Social Security Act. There are no reported but unpaid claims for medical or other welfare benefits in excess of stop-loss limits under any Employee Plan with respect to any current or former employees (or the spouses or the dependents of any such current or former employees).

(g) Defined Benefit Plans, Multiemployer Plans, and MEWAs. No Employee Plan is or has ever been, and neither Company nor any Controlled Entity has ever sponsored, established, maintained, contributed to, administered or operated (i) an Employee Plan governed by the provisions of Title IV of ERISA, Section 302 of ERISA, or Section 412 of the Code (ii) a "multiemployer plan" as defined under Sections 3(37) or 4001(a)(3) of ERISA, or Section 414(f) of the Code (a "*Multiemployer Plan*"), (iii) a "multiple employer welfare plan" or a "multiple employer welfare arrangement" within the meaning of Section 514(b)(6) of ERISA, or (iv) a "welfare benefit fund" within the meaning of Section 419(e) of the Code. Neither the Company nor any Controlled Entity has incurred or expects to incur any withdrawal liability (either as a contributing employer or as part of a controlled group which includes a contributing employer) to any Multiemployer Plan, in connection with any complete or partial withdrawal from such Multiemployer Plan occurring on or before the Closing or as a result of the transactions contemplated under this Agreement.

(h) Employee Plan Grievances and Fiduciary Breaches. With respect to each Employee Plan (i) no nonexempt prohibited transactions as defined in Section 406 of ERISA or Section 4975 of the Code has occurred, (ii) neither the Company, any Controlled Entity, nor any of their respective current or former managers, directors, officers, employees or any "fiduciary" as such term is defined in Section 3(21) of ERISA ("*Fiduciary*"), has committed any breach of fiduciary responsibility imposed by ERISA or any other applicable law, or has any liability for failure to comply with ERISA or the Code for any action or failure to act in connection with the administration or investment of the assets of any Employee Plan, and there is no pending or, to the knowledge of the Company, threatened or anticipated action, suit, grievance, arbitration or other manner of litigation or claim under any Employee Plan or with respect to the assets thereof (other than routine claims for benefits where the plan's administrative claims procedure has not yet been exhausted), including but not limited to any action, suit, grievance, arbitration or other manner of litigation or claim regarding conduct which allegedly interferes with the attainment of rights under any Employee Plan, and (iii) neither the Company, any Controlled Entity, nor any of their respective managers, directors or officers nor any Fiduciary of any Employee Plan has any knowledge of any facts which could give rise to arbitration or other manner of litigation or claims with respect thereto.

(i) Anticipated Liability. With respect to each Employee Plan, including the employee plans of any Controlled Entity, no event has occurred, and there exists no condition or set of circumstances, in connection with which the Company could be subject to any liability under ERISA, the Code or any other applicable Rule.

(j) Excise Taxes and Liens. Neither the Company nor any Controlled Entity has incurred any lien under Section 401(a)(29) of the Code or any liability for any Tax or civil penalty imposed by Sections 4971, 4975, or 4976 of the Code or Section 502 of ERISA and no condition or set of circumstances exists that presents a risk to the Company or any Controlled Entity of incurring any such lien or liability.

3.22 Labor and Employee Matters.

(a) Labor Agreements. The Company is not a party to or otherwise bound by any collective bargaining agreement or any other agreement with any labor organization applicable to employees of or Persons providing services to the Company (a "*Labor Agreement*"). No current union representation questions involving employees of or Persons providing services to the Company are outstanding. The Company has no knowledge of any actual or threatened activity or proceeding of any labor organization (or representative thereof) to organize any unorganized employees of the Company. During the past five years, the Company has not experienced any material work stoppage, and no labor dispute, grievance, slowdown, lockout, strike, work stoppage or other collective labor action is in effect, pending or, to the knowledge of the Company, threatened against or affecting the ASC. The Company is not engaged in any unfair labor practice (as that term is defined in the National Labor Relations Act, as amended). There has been no mass lay-off, plant closure, employment loss or other event covered by the Worker Adjustment and Retraining Notification Act within the last year. During the past year, the Company has not terminated more than five (5) employees at any single

location (excluding any employees terminated for cause within the meaning of applicable Rules).

(b) Labor/Employment Controversies. No present or former employee of the Company has a pending Claim which has been asserted or, to the knowledge of the Company, threatened against the Company (whether under any Rule, through a Governmental Authority, private arbitral body, mediator or otherwise) for (i) overtime pay, other than overtime pay for the current period; (ii) wages, salaries or profit sharing (excluding wages, salaries or profit sharing for the current payroll period); (iii) any violation of any Labor Agreement, statute, ordinance, contract or regulation relating to wages or hours of work; (iv) discrimination against employees on any basis; (v) unlawful or wrongful employment or termination practices; (vi) unlawful retirement, termination or labor relations practices; Breach of express or implied contract, detrimental reliance, quantum merit or other claim arising under a Labor Agreement, individual contract or common law; or (vii) any violation of occupational safety or health standards.

(c) Agreements. Except as set forth on Schedule 3.22(c), the Company is not a party to or bound by any contract, agreement or understanding for the employment of any manager, officer or employee or for the performance by any independent contractor of services. Notwithstanding any disclosure in any Schedule hereto, there are no agreements, arrangements or understandings that would restrict the ability of the Company to terminate the employment of any of its employees at any time, at will, without Liability. Notwithstanding any disclosure in any Schedule hereto, there are no agreements, arrangements or understandings that would restrict the ability of the Company or to terminate at will, at any time upon 30 days' notice or less, without Liability, the agency, distributorship, consultancy or other contract or arrangement of any Person, except to the extent longer notice periods are expressly required pursuant to the terms of the Contracts disclosed in a Schedule to this Agreement, accurate and complete copies of which have been made available to Purchaser.

(d) Compensation. Schedule 3.22(d) sets forth an accurate and complete list of managers, officers, employees and independent contractors who perform services for the Company and for each such Person includes a complete and accurate summary description of the current rate of compensation payable to such Person (including the date of the most recent increase thereof), whether such Person is an active employee or on leave, whether such Person is employed on a full-time or part-time basis and any severance pay, lump sum or other payment, compensation or other remuneration that such Person is or would be eligible to receive, upon termination of employment or service or as a result of any of the transactions contemplated by this Agreement. Schedule 3.22(d) also sets forth an accurate and complete list of all former directors, officers, employees and independent contractors to whom the Company is currently obligated to pay any severance, compensation or other remuneration or benefit. Except as expressly set forth in Schedule 3.22(d), the Company has no oral or written severance policy or other severance obligation.

(e) Set forth in Schedule 3.22(e) is an accurate and complete list of all manuals, brochures or publications or similar documents of the Company and each

Controlled Entity regarding office administration, personnel matters and hiring, evaluation, supervision, training, termination and promotion of employees of the Company or any Controlled Entity and all communications to employees concerning such matters (the "*Personnel Documents*"). The Company has furnished to Purchaser accurate and complete copies of all the Personnel Documents.

(f) Each registered nurse, licensed practical nurse or similar person ("*Licensed Personnel*") currently employed by the Company is duly licensed or certified pursuant to all applicable Rules, and said license or certification has not been suspended, revoked or restricted in any manner. No Licensed Personnel currently employed by the Company has been excluded or suspended from participation in the Medicare and Medicaid programs.

3.23 Suppliers. Set forth in Schedule 3.23 is an accurate and complete list of the 10 largest suppliers to the Company related to the ASC (on a consolidated basis with respect to such suppliers), in each case based on dollar volume of purchases during the twelve month period ending on December 31, 2010. No supplier set forth on Schedule 3.23, has threatened in writing or, to the knowledge of the Company, orally, within the last twelve months to cancel or otherwise terminate, or to the knowledge of the Company, intends to cancel or otherwise terminate, the relationship of such Person with the Company, (ii) no such Person has during the last twelve months decreased materially or threatened in writing or, to the knowledge of the Company, orally, to decrease or limit materially its services or supplies to the Company, or to the knowledge of the Company, intends to modify materially its relationship with the Company, and (iii) to the knowledge of the Company, the consummation of the transactions contemplated by this Agreement will not materially and adversely affect the relationship of the Company with any supplier set forth on Schedule 3.23. The Company has not offered to any Person and the Company has no knowledge of any Person entitled to claim any cash discount, profit participation, stock adjustment or other rebate or premium in connection with or on account of the purchase or sale of products or services of the Company.

3.24 Insurance. Set forth in Schedule 3.24 is a list of all binders, policies of insurance, self insurance programs or fidelity bonds ("*Insurance*") maintained by the Company or in which the Company is a named insured and includes a description of any pending claims thereunder (except for claims for health care expenses or life insurance arising in the ordinary course of business, consistent with the Company's past experience). Accurate and complete copies of all such insurance policies have been made available to Purchaser. All Insurance has been issued under policies or binders for the benefit of the Company, and all such policies or binders are in full force and effect, subject to the Bankruptcy Exception. There are and have been no inaccuracies in any application for Insurance policies, nor any failure to pay premiums thereon when due. The Company owns Insurance sufficient for compliance with all Rules and all agreements to which it is a party or otherwise bound. The Company has not received any written or, to the knowledge of the Company, oral notice of cancellation or non-renewal of any such policy. The Company has not received any written or, to the knowledge of the Company, oral notice from any of its insurance carriers that any insurance premiums will be increased in the future or that any insurance coverage listed in Schedule 3.24 will not be available to the Company in the future on substantially the same terms as now in effect. The Company has made

available to Purchaser accurate and complete copies of the most recent reports prepared by any property and casualty insurer with respect to the Company or any of the Company Assets.

3.25 Transactions with Related Parties. For purposes of this Agreement, the term "*Related Party*" shall mean (i) any Member, (ii) any Affiliate of the Company, (iii) any past or present manager, officer, executive or management level employee of the Company, any Member or any Affiliate of the Company, or (iii) any Affiliate, spouse or child of any Person listed in (i), (ii) or (iii) (such persons in (i), (ii), (iii) or (iv) referred to herein as a "*Related Party*" or collectively as the "*Related Parties*"). Except as set forth in Schedule 3.25, during the past three years no Related Party has been a manager, director or officer of, or has had any direct or indirect interest in, any Person, which during such period has been a supplier or customer of products or services or sales agent of the Company or otherwise done business with the Company, or has competed with or been engaged in any business similar to the ASC. Except as set forth in Schedule 3.25, no Related Party owns, directly or indirectly, in whole or in part, any tangible or intangible property of the Company, or that the Company uses in the conduct of the ASC. Except as set forth in Schedule 3.25, no Related Party owes any money or other amounts to, nor is any Related Party owed any money or other amounts by the Company other than salaries paid for services actually performed in amounts in keeping with past practice and in the ordinary course of business and not in violation of any other provision of this Agreement.

3.26 Bank Accounts, Etc. Schedule 3.26 sets forth an accurate and complete list of each financial institution in or with which the Company has an account, credit line or safety deposit box, and a brief description thereof including amounts and the names of all persons currently authorized to draw thereon or having access thereto.

3.27 Name; Business. The Company has never operated during the past five years under any name other than as set forth on Schedule 3.27. The ASC has never been conducted by the Company through any entity other than the Company. The Company has never engaged in any business other than the ownership and operation of the ASC.

3.28 Absence of Certain Commercial Practices. Neither the Company nor, in connection with the Company or its business, any of its managers, officers, directors, employees or agents (or any Person acting on behalf of any of the foregoing) has given or agreed to give (i) any gift or similar benefit of more than nominal value to any supplier, Governmental Authority (including any governmental employee or official) or any other Person who is or may be in a position to help, hinder or assist the Company, the ASC or the Person giving such gift or benefit in connection with any actual or proposed transaction relating to the ASC, which gifts or similar benefits would individually or in the aggregate subject the Company or any such manager, officer, director, employee or agent to any fine, penalty, cost or expense or to any criminal sanctions, (ii) receipts from or payments to any governmental officials or employees, (iii) commercial bribes or kick-backs, (iv) political contributions, or (v) any receipts or disbursements in connection with any unlawful boycott, in each case in violation of any Rule. No such gift or benefit is required in connection with the operation of the ASC to avoid any fine, penalty, cost, expense or Material Adverse Effect.

3.29 Indebtedness.

(a) Accounts Payable. All of the Liabilities of the Company for accounts payable that are reflected on the Balance Sheet or that will be reflected on the Closing Date Balance Sheet (the "*Accounts Payable*") (i) have arisen (and will arise) in bona fide transactions, and (ii) arose (and will have arisen prior to the Closing Date) in the ordinary course of business.

(b) Indebtedness for Borrowed Funds. The Company has outstanding no Indebtedness for Borrowed Funds other than as set forth on Schedule 3.29(b) and the Company has not agreed to create or incur any additional or other Indebtedness for Borrowed Money.

3.30 Disclosure of Information. Except to Purchaser and Purchaser's Affiliates, none of Seller or any of their Affiliates have at any time disclosed to any Person, other than employees in the scope of their employment and third parties in connection with services rendered to either Company in the ordinary course of business consistent with past practice, any confidential information, the effect of which disclosure would have or could reasonably be expected to have a Material Adverse Effect.

3.31 Effect of Transaction. The Company Assets constitute all of the assets and properties, tangible and intangible, which are used (whether or not owned) by the Company in the operation of the ASC or which are necessary for the operation of the ASC in the ordinary course consistent with past practice.

3.32 Brokers. No agent, broker, investment banker, financial advisor or other Person is or will be entitled to any brokerage commission, finder's fee or like payment from Purchaser, or the Company in connection with any of the transactions contemplated by this Agreement based upon such arrangements made by or on behalf Seller.

3.33 Medical Staff. The Company has previously made available to Purchaser a true and correct copy of medical staff privilege and membership application forms, delineation of privilege forms, all current and all available past medical staff bylaws, rules and regulations and amendments thereto, all credentials and appeals procedures not incorporated therein, and all contracts with physicians, physician groups, or other members of the medical staff of the ASC. With regard to the medical staff of the ASC, there are no pending or, to the knowledge of the Company, threatened appeals, challenges, disciplinary or corrective actions, or disputes involving applicants, staff members, or allied health professionals. The Company has previously made available to Purchaser a complete and accurate list and description of (a) the name of each member of the medical staff of ASC since January 1, 2005, (b) the age of each medical staff member, (c) the specialty, if any, of each medical staff member, and (d) the number of procedures performed in the last three calendar years by each medical staff member.

3.34 Accuracy of Information. To the Company's knowledge, none of the representations, warranties or statements contained in this Agreement, in the Schedules or Exhibits hereto, or in any of the Additional Documents contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary in order to make any of such representations, warranties or statements, in the context in which made, not false or misleading. Complete and accurate copies of all documents and summaries of all oral

agreements referred to in the Schedules or Exhibits hereto have been made available to Purchaser. All facts set forth in the Recitals related to the Company or Seller are accurate and correct.

3.35 Seller's Ownership of Units. Seller is the record and beneficial owner and holder of 100% of the Units, free and clear of all Liens. Seller is not a party to any contract, commitment or agreement relating to voting, purchase or sale of the Company's membership units. Upon paying the Closing Payment to Seller as contemplated by Section 1.4 hereof, Purchaser shall be vested with good and valid title to the Units, free and clear of any Liens. There are no voting trusts or other agreements or understandings to which Seller is a party or of which Seller has knowledge with respect to such Units.

3.36 Seller's Authority Relative to Agreement. Seller has the power and authority to enter into this Agreement and to carry out his obligations hereunder. The execution and delivery of this Agreement and the performance by Seller of his obligations hereunder have been duly authorized, and no other proceedings on the part of Seller are necessary to authorize such execution, delivery and performance. This Agreement has been duly executed by Seller and constitutes the valid and legally binding obligation of Seller enforceable against Seller in accordance with its terms, subject to the Bankruptcy Exception.

3.37 Absence of Conflicts. Except as set forth in Schedule 3.37, the execution and delivery of this Agreement, the performance by Seller of his obligations hereunder and the consummation of the transactions contemplated hereby will not (a) require the consent of any third party (including any Governmental Authority), (b) result in the creation or imposition of any Lien upon the Units owned by Seller, (c) violate any Rule or Judgment to which Seller or the Units owned by Seller may be subject, or (d) result in the breach of any of the terms or conditions of, or constitute a default under, or in any manner release any party thereto from any obligation under, any mortgage, note, bond, indenture, contract, agreement, license or other instrument or obligation of any kind or nature by which Seller or the Units owned by Seller may be bound or affected.

3.38 Brokers or Finders. Other than MedPro Consulting & Marketing Services, LLC, Seller has not engaged any investment banker, broker or finder in connection with the transactions contemplated hereby.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents, warrants and covenants to Seller as follows:

4.1 Organization; Authority. Purchaser is a corporation, duly organized, validly existing and in good standing under the laws of the State of Illinois. Purchaser has the corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the performance by Purchaser of its obligations hereunder have been approved by its shareholders and no other corporate proceedings on the part of Purchaser are necessary to authorize such execution, delivery and performance. This Agreement has been duly executed by Purchaser and constitutes the valid and legally binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

4.2 Absence of Conflicts. The execution, delivery and performance by Purchaser of this Agreement, and the transactions contemplated hereby, do not and will not, conflict with or result in any violation of, or constitute a Breach or default under any term of the Organizational Documents of Purchaser.

4.3 Consents. No notice to and no permit, authorization, consent or approval of any Governmental Authority is necessary for the consummation by Purchaser of the transactions contemplated by this Agreement.

4.4 Brokers. Purchaser has not employed or engaged any firm, corporation, agency or other person to act as a broker, finder or investment banker in connection with the transactions contemplated by this Agreement.

ARTICLE V COVENANTS

5.1 Conduct of Business of the Company Prior to the Closing Date. During the period from the date of this Agreement and continuing through the Closing Date, the Company agrees that, except as expressly contemplated or permitted by this Agreement or to the extent that Purchaser shall otherwise consent in writing, the Company shall use its best efforts to carry on the ASC and the affairs of the Company in such a manner so that the representations, warranties and covenants contained in Article III shall continue to be accurate and correct throughout such period, and on and as of the Closing Date as if made by the Company on the Closing Date, and throughout such period, the Company shall conduct the ASC in the ordinary course in substantially the same manner as previously conducted and use its commercially reasonable efforts (i) to preserve intact its present business organizations, (ii) keep available the services of its present officers and employees, (iii) preserve its relationships with patients, suppliers, medical staff members, Governmental Authorities and others having business dealings with it, and (iv) not do or permit to be done any of the actions described in Section 3.8(b).

5.2 Non-Solicitation. Neither Seller nor the Company, nor any of their respective Affiliates will, and Seller, the Company and its Affiliates shall cause their respective managers, directors, officers, employees, representatives, advisors and agents to not, directly or indirectly, encourage, solicit or initiate inquiries or proposals from, or provide any confidential information to, or participate in any discussions or negotiations with, or enter into any agreement with, any Person (other than Purchaser and its Affiliates and their respective directors, officers, employees, lenders, representatives and agents) in connection with any exchange offer, merger, consolidation, sale of substantial assets, sale of securities, acquisition of beneficial ownership of, or the right to vote securities, liquidation, dissolution or similar transaction involving, the Company, or consider the merits of any unsolicited inquiries or proposals from any Person (other than the Purchaser). The Company and the Seller will inform all parties other than the Purchaser who have previously submitted proposals relating to the acquisition of the equity of the Company or the business or assets of the Company or any exchange offer, merger, consolidation, sales of substantial assets, sale of securities, acquisition of beneficial ownership of, or the right to vote securities, liquidation, dissolution or similar transaction that no active consideration or negotiation of any such proposals may be entertained by the Company or the Seller until the termination of this Agreement. Seller shall immediately inform Purchaser of any inquiry or offer (including the terms thereof and the identity of the party making such inquiry or offer) which

they may receive in respect of any of the foregoing and furnish to Purchaser a copy of any such written inquiry or offer.

5.3 Confidentiality; Public Announcements. This Agreement and the terms hereof are confidential and no party or signatory hereto shall disclose any of the terms of this Agreement, the transaction contemplated hereby or the fact that the parties are engaged in negotiations, without the prior approval of the other parties. Purchaser and the Company shall consult with each other on the desirability, timing and substance of any press release or public announcement, publicity statement or other public disclosure relating to the transaction contemplated hereby or the fact that negotiations among the parties are being held. Purchaser and Seller agree not to make any such public disclosures without the prior consent of the other as to the content and timing of such disclosure; provided, however, that either party may make such disclosures as required to comply with applicable law, regulations or stock exchange requirements provided the other party is afforded prior notice thereof.

5.4 Access to Information. Between the date of this Agreement and the Closing Date, upon reasonable notice and at reasonable times without undue disruption to the ASC, the Company will give Purchaser and its authorized representatives and any of its prospective lenders and their representatives full access (during regular business hours with reasonable prior notice) to all premises, properties, personnel, offices and other facilities and to all Books and Records of the Company (including Tax records and accounting work papers), contracts and documents of or pertaining to the Company and will permit Purchaser to make copies thereof and will fully cooperate with regard to such inspections (in order to conduct, among other things, interviews of individuals, visual inspections of facilities and Phase I and Phase II environmental assessments of the facilities; provided that no invasive assessments shall be commenced without the prior consent of the Company, such consent not to be unreasonably withheld or delayed) as it may reasonably request for any reasonable purpose, and will cause its officers to furnish Purchaser such financial and operating data and other information with respect to the business and properties of the Company which Purchaser may from time to time reasonably request, to the extent readily available. The representations and warranties of the Company contained herein and in any Additional Documents shall not be deemed waived or otherwise affected by any such investigation made by Purchaser or any of its representatives.

5.5 All Reasonable Efforts. Subject to the terms and conditions herein provided, each of the parties hereto agrees to use all reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done as promptly as practicable, all things necessary, proper and advisable under applicable Rules to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement and the Additional Documents and to cause the conditions to the Closing set forth in Article VIII to be satisfied; provided, however, that in no event shall Purchaser be obligated to consider, or consummate, any sale, disposition, segregation or other arrangement affecting any assets or properties owned, directly or indirectly, by Purchaser, on the one hand, or by the Companies, on the other hand, on account of the transactions contemplated by this Agreement, or any other action which would limit the freedom of Purchaser and its Affiliates to own and operate their businesses, assets and properties as they see fit.

5.6 Consents and Approvals.

(a) Each party hereto shall use reasonable efforts to obtain all necessary permits, consents, waivers, approvals, agreements, orders and authorizations of all Governmental Authorities and other persons or entities required to be obtained by such party hereto in connection with the execution, delivery and performance of this Agreement, the Additional Documents and the consummation of the transactions contemplated hereby or thereby by such party.

(b) The Company shall assist and cooperate with Purchaser and Purchaser's representatives and counsel (at Purchaser's expense for any such assistance and cooperation related to obtaining the approval of the IHFSRB to the transactions contemplated by this Agreement, other than the costs incurred by the Company in having its counsel review the application therefor to be submitted to the IHFSRB) in (i) obtaining all governmental consents, approvals and licenses which Purchaser reasonably deems necessary or appropriate, and (ii) the preparation of any document or other material which may be required by any Governmental Authority as a predicate to or result of the transactions contemplated hereby.

(c) The Company shall actively perform, on a continuous basis until the Closing Date, each category of service currently or previously performed at the ASC. As requested by Purchaser, the Company shall be a co-applicant on any application to be filed by Purchaser with the Illinois Health Facilities and Services Review Board (the "*IHFSRB*") to obtain the approval of the IHFSRB to the change of ownership of the ASC contemplated by this Agreement. Seller shall cooperate with and assist Purchaser in obtaining such approval from the IHFSRB for the transactions contemplated hereby.

5.7 Notice of Breaches; Schedules and Supplements to Schedules.

(a) The Company will give prompt written notice to Purchaser of any development causing a Breach of any of the Company's representations and warranties contained in Article III.

(b) Within twenty-one (21) days after the date of this Agreement, the Company and the Seller shall prepare and deliver to the Purchaser and the Purchaser's counsel completed disclosure Schedules together with all contracts, documents and supporting material referenced therein (collectively, the "*Schedules*"), the requirements of which are referenced throughout this Agreement. Where this Agreement indicates that the Company or the Seller has delivered any materials to the Purchaser, such delivery shall be made in connection with the delivery of the Schedules. Within twenty-one (21) days after receipt of the Schedules, the Purchaser shall (a) accept the Schedules as presented, (b) make proposed modifications to the Schedules or (c) reject the Schedules and deliver notice of acceptance, notice of modification or notice of rejection thereof to the Company and the Company's counsel. Such notice shall also specify which (if any) consents will be required by Purchaser as a condition precedent to the consummation of the transactions contemplated hereby (the "*Required Consents*"). If a notice of modification is delivered, the Company shall have ten (10) days thereafter in which to

deliver revised Schedules reflecting the requested modifications or to specify in detail and in writing the reasons for not accepting such requested modifications and agreeing (or refusing to agree), to obtaining the Required Consents. In the event the Purchaser rejects the Schedules or the Company does not accept the modifications to the Schedules proposed by the Purchaser or refuse to seek to obtain any Required Consents, the Purchaser, in its sole and absolute discretion, may terminate this Agreement by written notice to Seller within ten (10) days after (a) Purchaser's delivery of a notice of rejection or (b) the failure of the Seller to agree to the Schedules as modified. The Seller and the Company agree to diligently prepare and deliver the Schedules in good faith and in accordance with the terms of this Agreement.

(c) From time to time prior to the Closing, the Company and the Seller will promptly supplement or amend the Schedules to this Agreement with respect to any matter which, if existing, occurring or known at the date of this Agreement or the date of delivery of the Schedules, would have been required to be set forth or described in such Schedules or which is necessary to correct any information in such Schedules which has been rendered inaccurate thereby. No supplement or amendment shall have any effect for the purpose of determining (i) satisfaction of the conditions to Closing set forth in Section 8.1 hereof, (ii) the compliance by Seller with the covenants of Seller set forth herein, or (iii) whether Seller shall have Breached any representation or warranty of Seller contained herein as of the date hereof.

5.8 Collection Fee For Accounts Receivable. The Seller shall pay a fee equal to 4.5% of the face amount of all Adjusted Accounts Receivable at the time that the Closing Working Capital Value is finalized plus an amount equal to any costs for outside collections. To the extent that Jennifer Skelley and Rachel Greenwell do not serve the Company as Lead Biller and Biller, respectively, through the final determination of Closing Working Capital Value, the collection fee shall be adjusted to equal the actual costs of collection incurred by the Company.

ARTICLE VI RESTRICTIVE COVENANTS

In consideration of the Purchase Price, Seller covenants with Purchaser as follows:

6.1 Restrictions. Seller acknowledges that Purchaser has paid valuable consideration for the assets of the Company, particularly customer and supplier lists, distribution records, know-how, goodwill and other proprietary business information and trade secrets of the Company. The use by Seller of these relationships and such confidential information in a business or activity which competes with Purchaser or a Related Affiliate would provide the competing business with an unfair advantage over Purchaser or such Related Affiliate. Seller further acknowledges that, if Seller were to be employed by or to render services to a competing business, Seller's new job duties and the products, services and technology of the competing business would be so similar or related to those for which Purchaser has paid valuable consideration that it would be extremely difficult for Seller not to rely on or use the Company Assets. Seller further acknowledges that Seller would not be able to avoid using the Company Assets in such case, in that Seller's use of the Company Assets in Seller's employment by or rendering of services to a competing business would be unavoidable. Seller recognizes and agrees that the enforcement of Sections 6.2, 6.3, 6.4, and 6.5 of this Agreement is necessary to

ensure the preservation, protection and continuity of the value of the Company Assets. Accordingly, Purchaser wishes to restrict Seller's use of such information and their ability to compete with Purchaser and its Related Affiliates. Seller agrees, for the purchase price described in Section 1.2, to comply with the terms of this Article VI, all of which are reasonable and necessary to protect the confidential business information and trade secrets being acquired by Purchaser and to prevent any unfair advantage from being conferred upon a competing business of Purchaser or a Related Affiliate, as set forth below. The term "*Related Affiliate*" means any Affiliate of Purchaser which engages in a Prohibited Business.

6.2 Non-competition. For a period of five (5) years from the Closing Date at which Purchaser acquires Seller's Units (the "*Restrictive Period*"), Seller and his, her or its Affiliates shall not, directly or indirectly, either alone or as a stockholder, partner, associate, consultant, medical director, owner, agent, creditor, employee, coventurer of any other Person, or in any other capacity, directly or indirectly, engage, in the Prohibited Area, in the ownership, establishment, operation, development, management or control (or be employed by, alone or in connection with any other Person) of any multi-specialty, Medicare certified, Illinois licensed ambulatory surgical treatment center (a "*Prohibited Business*"); provided that nothing herein shall prohibit Seller from being an owner of not more than 1% of the outstanding stock of any class of a corporation which is publicly traded, so long as Seller does not actively participate in the business of such corporation. The term "*Prohibited Area*" shall mean the fifty (50) mile radius surrounding the ASC in the State of Illinois. Seller further agrees that he, she or it shall not, directly or indirectly engage in any business at any time under a trademark or trade name that is confusingly similar to or may connote an association with "Advanced Eye Surgery and Laser Center," or any other trademark, trade name or logo of the Company.

6.3 Non Interference with Business Relations. During the Restrictive Period, Seller shall not, directly or indirectly, solicit, induce or attempt to solicit or induce any patient, supplier, medical staff member or other business relation of Purchaser or its Affiliates to cease doing business with Purchaser or its Affiliates, or in any way interfere with any such business relation of Purchaser or its Affiliates.

6.4 Solicitation of Employees. During the Restrictive Period, Seller shall not, directly or indirectly, either alone or as a stockholder, partner, consultant, adviser, owner, associate, agent, creditor, coventurer of any other Person, or in any other capacity, solicit, hire, attempt to solicit or hire, or participate in any attempt to solicit or hire any person who was an employee of the Company as of the Closing Date or within the six-month period prior thereto.

6.5 Confidential Information. Seller recognizes that Purchaser's business interests require the fullest practical protection and confidential treatment of all information not generally known within the relevant trade group or by the public, including all documents, writings, memoranda, business plans, illustrations, designs, plans, processes, programs, inventions, computer software, reports, sources of supply, customer lists, supplier lists, trade secrets and all other valuable or unique information and techniques acquired, developed or used by the Company relating to the ASC or its operations, employees, medical staff members and patients (hereinafter collectively termed "*Protected Information*"). Seller expressly acknowledges and agrees that Protected Information constitutes trade secrets and confidential and proprietary business information of Purchaser. Protected Information shall not include information which is

or becomes part of the public domain through no Breach of this Agreement by Seller. Seller acknowledges that Protected Information is essential to the success of business, and it is the policy of Purchaser to maintain as secret and confidential Protected Information, which gives Purchaser a competitive advantage over those who do not know the Protected Information and is expressly and implicitly protected by Purchaser from unauthorized disclosure. Accordingly, Seller agrees to hold such Protected Information in a fiduciary capacity, to keep secret and to treat confidentially and not to, and not to permit any other Person to, directly or indirectly, appropriate, divulge, disclose or otherwise disseminate to any other Person nor use in any manner for Seller's or any other Person's purposes or benefit any Protected Information, and not to use or aid others in using any such Protected Information in competition with Purchaser or a Related Affiliate except to the extent that disclosure is required by law; provided, however, that Seller shall provide Purchaser with notice as far in advance of any required disclosure as is practicable in order for Purchaser to obtain an order or other assurance that any information required to be disclosed will be treated as Protected Information and Seller shall use all reasonable efforts to cooperate with Purchaser in connection therewith and in furtherance thereof. This obligation of non-disclosure of information shall continue to exist for so long as such information remains Protected Information. For purposes of this Agreement, trade secrets are subject to the protection of the Illinois Trade Secret Act.

6.6 Enforcement. Purchaser and Seller intend that the covenants of this Article VI shall be deemed to be a series of separate covenants, one for each county or province of each and every state, territory or jurisdiction of each country included within the Prohibited Area and one for each month of the Restrictive Period. If, in any judicial proceeding, a court shall refuse to enforce any of such covenants, then such unenforceable covenants shall be deemed eliminated from the provisions hereof for the purpose of such proceeding to the extent necessary to permit the remaining separate covenants to be enforced in such proceeding. If, in any judicial proceeding, a court shall refuse to enforce any one or more of such separate covenants because the total time thereof is deemed to be excessive or unreasonable, then it is the intent of the parties hereto that such covenants, which would otherwise be unenforceable due to such excessive or unreasonable period of time, be in force for such lesser period of time as shall be deemed reasonable and not excessive by such court.

6.7 Remedies. Seller agrees that if he, she or it shall commit or threaten to commit a Breach of any of the covenants and agreements contained in this Article VI, then Purchaser shall have the right to seek and obtain, without posting any bond or security, all appropriate injunctive and other equitable remedies therefor, in addition to any other rights and remedies that may be available at law, it being acknowledged and agreed that any such Breach would cause irreparable injury to Purchaser and that money damages would not provide an adequate remedy therefor. In the event of a Breach or violation by Seller of any of the provisions of this Article VI, the Restrictive Period applicable to Seller shall be extended by a period equal to (i) the length of the Breach or violation of this Article VI plus (ii) the length of any court proceedings necessary to stop such Breach or violation.

ARTICLE VII INDEMNIFICATION

7.1 Survival of Representations, Warranties and Covenants.

(a) The respective representations, warranties and covenants of each of the parties to this Agreement shall be deemed to be material and to have been relied upon by the parties hereto, and shall survive the Closing and the consummation of the transactions contemplated hereby, regardless of any investigation made by or on behalf of, or disclosure to, any party to whom such representations, warranties or covenants have been made.

(b) No party or other Person entitled to indemnification under this Article VII shall commence any suit or proceeding alleging a claim for indemnification (an "*Indemnity Claim*") due to a Breach of any representation or warranty in Article III or IV of this Agreement after the eighteen (18) month anniversary of the Closing (such period ending on the eighteen (18) month anniversary of the Closing as extended hereby being called the "*Indemnification Period*"). Notwithstanding the foregoing, the prohibition contained in the first sentence of this Section 7.1(b) shall not apply to:

(i) any party or other Person entitled to indemnification under this Article shall have asserted in writing a specific Indemnity Claim prior to the expiration of the Indemnification Period, in which event the representations and warranties shall continue in effect and remain a basis for indemnity with respect to each such asserted Indemnity Claim until such Indemnity Claim is finally resolved (pursuant to a non-appealable order by a court of competent jurisdiction or agreement of the Company and Purchaser);

(ii) any Indemnity Claim relating to Sections 3.10, 3.16 and 3.21, it being agreed that the representations and warranties of those Sections shall continue beyond the Indemnification Period until the thirty-six (36) month anniversary of the Closing Date (regardless of whether the facts giving rise to such Indemnity Claim are also the subject of any expired representation and warranty);

(iii) any Indemnity Claim relating to Sections 3.9(b) and 3.9(c), it being agreed that the representations and warranties of those Sections shall continue beyond the Indemnification Period until the applicable statute of limitations period has expired (regardless of whether the facts giving rise to such Indemnity Claim are also the subject of any expired representation and warranty); and

(iv) any Indemnity Claim relating to Sections 3.1, 3.2, 3.3, 3.12(a) (but only the first sentence thereof), 3.35, 3.36 and 4.1, it being agreed that the representations and warranties of those Sections shall continue indefinitely beyond the Indemnification Period (regardless of whether the facts giving rise to such Indemnity Claim are also the subject of any expired representation and warranty).

(c) Notwithstanding any other provision in this Agreement, the rights and remedies of any Person based upon, arising out of or otherwise in respect of any Breach of any representation, warranty or covenant contained in this Agreement shall in no way be limited by the fact that the act, omission, occurrence or other state of facts upon which any claim of any such Breach is based may also be the subject matter of any representation, warranty or covenant contained in this Agreement as to which there is no Breach or as to which the Indemnification Period has expired.

7.2 Seller's Indemnification.

(a) Subject to Section 7.2(e), Seller shall (and with respect only to any claims for Losses asserted prior to the Closing) indemnify and hold harmless Purchaser, the Company (only after the Closing) and their respective Affiliates, officers, managers, directors, stockholders, agents, successors and assigns (collectively, "*Purchaser Indemnified Parties*"); from and against and in respect of any and all demands, claims, causes of action, administrative orders and notices, losses, costs, fines, liabilities, penalties, damages (direct or indirect) and expenses (including reasonable legal, paralegal, accounting and consultant fees and other expenses incurred in the investigation and defense of claims and actions) (collectively, "*Losses*") resulting from, in connection with or arising out of:

(i) any Breach of any representation or warranty made by the Company or Seller in this Agreement;

(ii) any Breach by the Company or Seller of any of the covenants of this Agreement;

(iii) notwithstanding any disclosure in this Agreement (including in any Schedule), any Liability related to or in connection with the operation or termination of, or withdrawal from, any Employee Plan prior to the Closing Date;

(iv) notwithstanding any disclosure in this Agreement (including in any Schedule), any claim, action, suit or proceeding arising from or related to the presence, generation, emission, storage, treatment, transport or disposal of any Hazardous Substance from, to, at, in, on or under any facility owned or used by the Company on or before the Closing Date and Liabilities arising on or prior to the Closing Date under Environmental Laws;

(v) any claim by any Person for brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by any such Person with the Company or Seller in connection with any of the transactions contemplated by this Agreement;

(vi) any claims by any former or present officer, director, member (other than Seller), employee, option holder or warrant holder of the Company, or any other Person who claims any direct or indirect, past or present, right to any equity interest in the Company (or any predecessor or entity which merged into or

was acquired by the Company) (whether on account of any contract or agreement (oral or written), any security convertible or exchangeable into equity of the Company or otherwise), or any proceeds relating thereto, on account of any matter or event occurring on or prior to the Closing Date or relating to the transactions contemplated by this Agreement;

(vii) any Third Party Claims with respect to the use, operation or ownership of the ASC prior to the Closing; and

(viii) any other Third Party Claim relating to any of the foregoing.

(b) Nothing in this Agreement shall limit any obligation of Seller by virtue of the fact that the Company has no obligation or Liability after the Closing for any Breach of any representation, warranty or covenant made by the Company, and there shall be no obligation on the part of Purchaser to seek recourse against the Company with respect to any such claim or demand.

(c) The rights of Purchaser Indemnified Parties hereunder shall not be affected by the fact that the transactions contemplated by this Agreement were consummated notwithstanding Purchaser's knowledge of any breach of a representation or warranty or by the fact that such breach did not constitute a Material Adverse Effect or cause any representation or warranty to be untrue in any material respect entitling Purchaser not to consummate the transactions contemplated by this Agreement.

(d) Notwithstanding the foregoing, no Purchaser Indemnified Parties shall be entitled to recover under Section 7.2 if any event shall occur which would otherwise entitle an Purchaser Indemnified Party to assert an Indemnity Claim, no Damages shall be deemed to have been sustained by such Purchaser Indemnified Party to the extent of any net proceeds received by such Indemnified Party from any insurance policy (less the costs of recovering such proceeds, retrospective premium adjustments, experience-based premium adjustments or other forms of self-insurance) or pass-through warranty coverage (less the costs of recovering such proceeds) with respect thereto.

(e) Except for breaches of representations and warranties contained in Section 3.9(a) (compliance with healthcare regulatory laws) and claims brought by any governmental entity relating to operations of the ASC prior to the Closing, for which Seller's liability shall be unlimited, the aggregate liability of Seller for the indemnification obligations in this Section 7.2 shall be limited to an amount equal to Five Hundred Fifty Thousand Dollars ($550,000). The first One Hundred Thousand Dollars ($100,000) of Seller's liability shall be paid from the Holdback Amount.

7.3 Purchaser's Indemnification. Purchaser shall indemnify and hold harmless Seller (and prior to the Closing, the Company), from and against and in respect of any and all Losses resulting from, in connection with or arising out of:

(a) any Breach of any representation or warranty made by Purchaser in this Agreement;

(b) any Breach by Purchaser of any of the covenants of this Agreement;

(c) any Third Party Claims with respect to the use, operation or ownership of the ASC following the Closing; and

(d) any other Third Party Claim relating to any of the foregoing.

7.4 Cooperation. Subject to the provisions of Section 7.5, a party or parties against whom a claim for indemnification has been asserted (individually and collectively "*Indemnifying Party*") shall have the right, at its own expense, to participate in the defense of any action or proceeding brought by a third party which resulted in such claim for indemnification, and if such right is exercised, the party or parties entitled to indemnification (individually and collectively "*Indemnified Party*") and the Indemnifying Party shall reasonably cooperate in the defense of such action or proceeding.

7.5 Indemnification Procedure for Third Party Claims.

(a) In the event that subsequent to the Closing Date any Indemnified Party asserts a Claim, on account of or in connection with any claim or the commencement of any action or proceeding against such Indemnified Party by any Person who is not a party to this Agreement (including any Governmental Authority) (a *"Third Party Claim"*), the Indemnified Party shall promptly give written notice thereof together with a statement of any available information regarding such claim (the *"Notice of Claim"*) to the Indemnifying Party promptly after learning of such Third Party Claim. Failure by an Indemnified Party to provide notice on a timely basis of a Third Party Claim shall not relieve the Indemnifying Party of its obligations hereunder, except that the foregoing shall not constitute a waiver by the Indemnifying Party of any claim for direct damages caused by such delay. If (i) the Indemnifying Party is Seller and (1) the potential aggregate amount of such Third Party Claim, together with all other pending Third Party Claims for which indemnity is being sought, is or is reasonably expected to be more than the then amount of the Holdback Amount, (2) such Claim does not seek injunctive or other equitable relief involving Purchaser or its Affiliates, (3) Purchaser's or the Company's insurance carrier does not require, as a condition to Purchaser's or the Company's eligibility to recover insurance proceeds on account of such Third Party Claim, that such carrier control the defense of any such Claim, and (4) the Indemnifying Party has acknowledged in writing to the Indemnified Party its obligation to indemnify the Indemnified Party for such Claim pursuant to Section 7.2, or (ii) if the Indemnifying Party is Purchaser, then in any such case, the Indemnifying Party shall have the right, upon written notice to the Indemnified Party (the "*Defense Notice*") within fifteen days of its receipt from the Indemnified Party of the Notice of Claim, to conduct at its expense the defense against such Claim in its own name, or, if necessary, in the name of the Indemnified Party; provided, however, that the Indemnified Party shall have the right to approve the defense counsel representing the Indemnifying Party in such defense, which approval shall not be unreasonably withheld or delayed, and in the event the Indemnifying Party and the Indemnified Party cannot agree upon such counsel within ten days after the Defense Notice is provided, then the Indemnifying Party shall propose an

alternate defense counsel, which shall be subject again to the Indemnified Party's approval, which approval shall not be unreasonably withheld or delayed.

(b) In the event that the Indemnifying Party shall fail to give the Defense Notice within the time and as prescribed by Section 7.5(a), or if the Indemnifying Party does not have the right to defend such Third Party Claim pursuant to Section 7.5(a), then in either such event the Indemnified Party shall have the right to conduct such defense in good faith with counsel reasonably acceptable to the Indemnifying Party, but the Indemnified Party (or any insurance carrier defending such Third Party Claim on the Indemnified Party's behalf) shall be prohibited from compromising or settling the claim without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

(c) In the event that the Indemnifying Party does deliver a Defense Notice and thereby elects to conduct the defense of such Third Party Claim in accordance with Section 7.5(a), the Indemnified Party will cooperate with and make available to the Indemnifying Party such assistance and materials as it may reasonably request, all at the expense of the Indemnifying Party. Regardless of which party defends such Third Party Claim, the other party shall have the right at its expense to participate in the defense assisted by counsel of its own choosing. Without the prior written consent of the Indemnified Party, the Indemnifying Party (and any insurance carrier defending such Third Party Claim on the Indemnified Party's behalf) will not enter into any settlement of any Third Party Claim if pursuant to or as a result of such settlement, such settlement would lead to liability or create any financial or other obligation on the part of the Indemnified Party for which the Indemnified Party is not entitled to indemnification hereunder. If a firm offer is made to settle a Third Party Claim, which offer the Indemnifying Party is permitted to settle under this Section 7.5, and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party will give written notice to the Indemnified Party to that effect. If the Indemnified Party objects to such firm offer within fifteen days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and, in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim will not exceed the amount of such settlement offer, plus costs and expenses paid or incurred by the Indemnified Party up to the point such notice had been delivered. Failure at any time of the Indemnifying Party to diligently defend a Third Party Claim as required herein shall entitle the Indemnified Party to assume the defense and settlement of such Third Party Claim as if the Indemnifying Party had never elected to do so as provided in this Section.

7.6 Nature of Other Liabilities. In the event any Indemnified Party should have a claim against any Indemnifying Party hereunder which does not involve a Third Party Claim, the Indemnified Party shall transmit to the Indemnifying Party a written notice (the "*Indemnity Notice*") describing in reasonable detail the nature of the claim, and the basis of the Indemnified Party's request for indemnification under this Agreement. If the Indemnifying Party does not notify the Indemnified Party within 30 days from its receipt of the Indemnity Notice that the Indemnifying Party disputes such claim, the claim specified by the Indemnified Party in the

Indemnity Notice shall be deemed a liability of the Indemnifying Party hereunder, with respect to which the Indemnified Party is entitled to prompt indemnification hereunder.

7.7 Basket. Seller shall not be obligated to indemnify Purchaser Indemnified Parties pursuant to Section 7.2(a) of this Agreement on account of any Breach of representations or warranties under this Agreement unless claims for indemnification against Seller on account of any such Breach of representations or warranties exceed in the aggregate $20,000 (the "*Basket*"), at which point Purchaser Indemnified Parties shall be entitled to indemnification for all Losses relating to any Breach of representations or warranties in excess of the Basket. No adjustments to the Purchase Price to be made under Article I hereof and no payment payable under any provision of Section 7.2, other than Section 7.2(a), shall be counted in calculating the Basket. The limitations contained in this Section 7.7 shall not apply to any claim for Losses other than claims for Breach of representations and warranties.

7.8 Rights of Recoupment and Set-Off. Purchaser shall have the right to recoup and set off any amounts owing to it or any other Purchaser Indemnified Party from any Indemnity Claims against any and all amounts due or to become due to Seller from Purchaser under this Agreement or otherwise. The parties acknowledge and agree that the rights of recoupment and set off set forth in this Section 7.8 are a condition to Purchaser agreeing to enter into and perform this Agreement and that the rights of Seller under this Agreement are subject to such rights.

7.9 Exclusive Remedy. Except for injunctive or other equitable relief, the rights and obligations of the parties under this Article VII are the exclusive rights and obligations of the parties with respect to any Breach of any representation, warranty, covenant or agreement in this Agreement and shall be in lieu of any other rights or remedies to which the party entitled to indemnification hereunder would otherwise be entitled as a result of such Breach.

7.10 Contract Intent and Construction; Avoidance of Ambiguity. The rights and remedies of any Person based upon, arising out of or otherwise in respect of any inaccuracy in or Breach of any representation, warranty, covenant or agreement contained in this Agreement or any Additional Document shall in no way be limited by the fact that the act, omission, occurrence or other state of facts upon which any Claim of any such inaccuracy, Breach or indemnity is based may also be the subject matter of any representation, warranty, covenant or agreement contained in this Agreement or any Additional Document as to which there is no inaccuracy or Breach or as to which the Basket applies, or as to which the time period by which a suit or proceeding alleging an Indemnity Claim therefor must be commenced has expired. BY WAY OF EXAMPLE AND TO REFLECT THE INTENT, AGREEMENT AND UNDERSTANDING OF THE PARTIES, THE EXISTENCE OF ANY FACTS OR CIRCUMSTANCES WHICH WOULD CONSTITUTE A BREACH OF SECTION 3.11 WILL CONSTITUTE A BREACH OF SECTION 3.11 (AS TO WHICH PURCHASER INDEMNIFIED PARTIES ARE ENTITLED TO INDEMNIFICATION IN ACCORDANCE WITH THE TERMS OF THIS ARTICLE VI) EVEN THOUGH THE EXISTENCE OF SUCH FACTS OR CIRCUMSTANCES MIGHT NOT CONSTITUTE A BREACH OF A MORE SPECIFIC REPRESENTATION AND WARRANTY OR ANOTHER REPRESENTATION AND WARRANTY THAT IS QUALIFIED BY KNOWLEDGE, MATERIALITY, MATERIAL ADVERSE EFFECT OR OTHERWISE.

ARTICLE VIII CONDITIONS TO CLOSING

8.1 Conditions to Obligations of Purchaser at the Closing. All obligations of Purchaser under this Agreement related to the Closing are subject to the fulfillment, at or prior to the Closing, of the following conditions, any one or more of which may be waived by Purchaser:

(a) Representations and Warranties of Seller. All representations and warranties made by Seller in this Agreement shall be accurate and correct as of the time of the Closing, as if again made by Seller as of such time.

(b) Performance of Seller's Obligations. Seller shall have delivered all documents and agreements described in Section 2.2 and Seller shall have otherwise performed in all respects all obligations required under this Agreement to be performed by them on or prior to the Closing Date.

(c) Consents and Approvals. All consents, waivers, authorizations and approvals set forth on Schedule 3.4 shall have been duly obtained and all notices or filings required prior to the Closing in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby shall have been given or made.

(d) Pending Proceedings. No action or proceeding shall be pending before any Governmental Authority seeking to restrain or prohibit consummation of the transactions contemplated by this Agreement or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby or thereby or the proposed operation of the ASC by the Company as a subsidiary of Purchaser.

(e) No Material Adverse Change. During the period from the date hereof to the Closing, there shall have been no Material Adverse Effect.

(f) IHFSRB Approval. IHFSRB shall have reviewed and approved the change of ownership of the ASC contemplated by this Agreement pursuant to the parties' submission of relevant application and supporting documents.

(g) Financing. The Purchaser shall have obtained debt financing in an amount sufficient to pay the Purchase Price and any working capital on terms reasonably acceptable to the Purchaser.

(h) Due Diligence. The Purchaser, in its sole discretion, shall be satisfied with the results of its due diligence review related to the Company, the Seller and the operations of the Company.

(i) Asset Purchase Agreement. The transactions contemplated under the Practice Asset Purchase Agreement dated November 11, 2011 by and among the Purchaser, the Seller and Macon County Eye Center, P.C. shall have been consummated.

(j) Other Closing Documents. Purchaser shall have received such other certificates, instruments and documents, reasonably satisfactory in form and substance to Purchaser, in confirmation of the representations and warranties of Seller or in furtherance of the transactions contemplated by this Agreement as Purchaser may reasonably request.

8.2 Conditions to Obligations of Seller at the Closing. All obligations of Seller under this Agreement related to the Closing are subject to the fulfillment, at or prior to the Closing, of the following conditions, any one or more of which may be waived by the Company:

(a) Representations and Warranties of Purchaser. All representations and warranties made by Purchaser in this Agreement shall be accurate and correct as of the time of the Closing, as if again made by Purchaser as of such time.

(b) Performance of Purchaser's Obligations. Purchaser shall have delivered all documents and agreements described in Section 2.3 and otherwise performed in all respects all obligations required under this Agreement to be performed by it on or prior to the Closing Date.

(c) Pending Proceedings. No action or proceeding against the Company shall be pending before any Governmental Authority seeking to restrain or prohibit consummation of the transactions contemplated by this Agreement or the Additional Documents, or to obtain damages or other relief in connection with this Agreement or the Additional Documents or the consummation of the transactions contemplated hereby or thereby; provided, however, that Seller shall be obligated to perform hereunder, notwithstanding this Section 8.2(c) if, in the event of such an action or proceeding, Purchaser agrees to indemnify Seller for all costs, expenses and damages incurred by Seller in connection with or as a result of such action or proceeding.

(d) Other Closing Documents. Seller shall have received such other certificates, instruments and documents, reasonably satisfactory in form and substance to Seller, in confirmation of the representations and warranties of Purchaser or in furtherance of the transactions contemplated by this Agreement as Seller or their counsel may reasonably request.

ARTICLE IX TERMINATION AND ABANDONMENT

9.1 Methods of Termination. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing:

(a) by the mutual written consent of Purchaser and Seller;

(b) by Purchaser if Seller or any representative of Seller Breaches this Agreement;

(c) by Seller if Purchaser or any representative of Purchaser Breaches this Agreement;

(d) by Purchaser as provided in Section 5.7(b); or

(e) by Purchaser if it determines in its sole discretion that the results of its due diligence investigation of any of the Company, the Seller and the Company's operations are not satisfactory.

9.2 Procedure Upon Termination. In the event of termination of this Agreement by Purchaser or Seller pursuant to this Article IX, written notice thereof shall promptly be given to the other parties and this Agreement shall terminate and the transactions contemplated hereby shall be abandoned, without further action by any party to this Agreement. If this Agreement is so terminated, no party to this Agreement shall have any right or claim against another party on account of such termination unless this Agreement is terminated by a party on account of (a) the Breach of any representation or warranty herein as of the date hereof, or (b) the Breach of any covenant herein, in either case by the other party or parties (including, without limitation, the representatives of Seller), in which case the terminating party or parties shall be entitled to all of its or their rights and remedies at law or in equity. The agreements set forth in this Section 9.2 and Articles VI and X shall survive the termination of this Agreement.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 Further Assurances. Upon the request of Purchaser at any time after the Closing, Seller will forthwith execute and deliver such instruments of assignment, transfer, conveyance, endorsement, direction or authorization and other documents as Purchaser or its counsel may request in order to perfect title of Purchaser and its successors and assigns to the Units or otherwise to effectuate the purposes of this Agreement.

10.2 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, heirs, representatives and assigns, as the case may be; provided, however, that no party shall assign or delegate this Agreement or any of the rights or obligations created hereunder without the prior written consent of the other party. Notwithstanding the foregoing, Purchaser shall have the unrestricted right to assign this Agreement and all or any part of its rights hereunder and to delegate all or any part of its obligations hereunder to any transferee, lender, subsidiary or Affiliate of Purchaser, but in such event Purchaser shall remain fully liable for the performance of all of such obligations in the manner prescribed in this Agreement. In addition, Purchaser shall have the right to collaterally assign its rights and remedies under this Agreement to any lender or lenders for Purchaser and/or its Affiliates. Except as expressly set forth in this Agreement, nothing in this Agreement shall confer upon any Person not a party to this Agreement, or the legal representatives of such Person, any rights (including rights as a third party beneficiary) or remedies of any nature or kind whatsoever under or by reason of this Agreement.

10.3 Expenses. Except as otherwise provided in this Agreement, Seller shall bear all expenses incurred on its behalf in connection with the preparation, negotiation, execution and performance of this Agreement and the transactions contemplated hereby and thereby, the Company shall bear all expenses of such nature incurred on its behalf and Purchaser shall bear all expenses of such nature incurred on its behalf.

10.4 Notices. All notices, requests and other communications to any party hereunder shall be in writing, shall be given to such party at its address set forth below or at such other address as shall be furnished by any party by like notice to the others. Each such notice, request or other communication shall be deemed to have been duly given (i) as of the date of delivery, if delivered personally, (ii) upon the next business day when delivered during normal business hours to a recognized overnight courier service, such as Federal Express, or (iii) on the date of delivery or refusal shown on the return receipt therefor if sent by United States certified or registered mail, return receipt requested and postage prepaid.

(a) if to Purchaser, to:

Gailey Eye Clinic, Ltd.
1008 N. Main St.
Bloomington, Illinois 61701
Attention: Tom Restivo

with copies to:

Ungaretti & Harris LLP
3500 Three First National Plaza
Chicago, Illinois 60602-4224
Attention: Lynn Gordon, Esq.

(b) if to the Company, to:

Advanced Eye Surgery and Laser Center, LLC
646 W. Pershing Rd
Decatur, Illinois 62526
Attention: Sushant K. Sinha

with copies to:

Andrew P. Chiligiris
Macon County Title
143 N. Water Street
Decatur, Illinois 62523

or such other address or persons as the parties may from time to time designate in writing in the manner provided in this Section 10.4.

10.5 Entire Agreement. This Agreement, together with the Exhibits and the Schedules, represent the entire agreement and understanding of the parties hereto with reference to the transactions contemplated herein and therein. This Agreement supersedes all prior negotiations, discussions, correspondence, communications, understandings and agreements among the parties relating to the subject matter of this Agreement and all prior drafts thereof, all of which are merged into this Agreement or such other agreements, as the case may be.

10.6 Waivers, Amendments and Remedies. This Agreement may be amended and the terms hereof may be waived, and consents may be provided, only by a written instrument signed by Purchaser and Seller or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity. The rights and remedies of any party based upon, arising out of or otherwise in respect of any Breach of any representation, warranty or covenant contained in this Agreement shall in no way be limited by the fact that the act, omission, occurrence or other statement of facts upon which any claim of any such Breach is based may also be the subject matter of any other representation, warranty or covenant contained in this Agreement (or in any other agreement among the parties) as to which there is no Breach.

10.7 Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. To the extent such invalidity or unenforceability has a material impact upon the expectations of the parties hereto, the parties agree to make appropriate modifications to this Agreement to take such impact into account.

10.8 Headings. The article and section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.

10.9 Counterparts; Terms; Knowledge. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. All references herein to Articles, Sections, Exhibits and Schedules shall be deemed references to such parts of this Agreement, unless the context shall otherwise require. All references to singular or plural or masculine or feminine shall include the other as the context may require. All references to the Company's "knowledge", or phrases of similar import, shall mean the knowledge, after due inquiry, of each management level employee of the Company and the actual knowledge of each member of the Board of Managers of the Company.

10.10 Governing Law; Consent to Jurisdiction; Venue. This Agreement shall be governed by, and construed in accordance with, the internal laws (as opposed to conflicts of law provisions) of the State of Illinois. As a further inducement to Purchaser to enter into this Agreement, and in consideration thereof, Seller agrees (i) that any state or federal court within Cook County, Illinois shall have exclusive jurisdiction of any action or proceeding relating to, or arising under or in connection with this Agreement and Seller consents to personal jurisdiction of such courts and waive any objection to such courts' jurisdiction, (ii) that service of any summons and complaint or other process in any such action or proceeding may be made by registered or certified mail directed to Seller as set forth in Section 10.4 above, and service so made shall be deemed to be completed upon the earlier of actual receipt or three days after the same shall have been posted as aforesaid, Seller hereby waiving personal service thereof. The parties hereto agree that any claim or suit between or among any of the parties hereto relating to or arising

under or in connection with this Agreement may only be brought in and decided by the state or federal courts located in Cook County, Illinois, such courts being a proper forum in which to adjudicate such claim or suit, and each party hereby waives any objection to each such venue and waives any claim that such claim or suit has been brought in an inconvenient forum.

10.11 Documentation. This Agreement was initially prepared by Purchaser's legal counsel as a matter of convenience only, and such document has been thoroughly reviewed by Seller and its legal counsel and the input of Seller and its legal counsel was properly considered, and, therefore, no interpretation will be made in favor of any of the parties or any of their Affiliates with respect to this Agreement for the reason that such document was prepared by Purchaser's legal counsel.

10.12 Exhibits and Schedules. The Exhibits and Schedules attached hereto are a part of this Agreement as if fully set forth herein.

10.13 Waivers of Trial by Jury. SELLER AND PURCHASER HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND CONSENT TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

10.14 Assignment. The Purchaser may, without the prior written consent of the Company or the Seller, assign this Agreement to an affiliate that assumes all the obligations of the Purchaser hereunder.

10.15 Access to Records and Information. If and to the extent applicable to this Agreement and to any agreement contemplated hereunder or entered into pursuant hereto between or among the parties, the parties agree to comply with the requirements of Public Law 96-499, Section 952 (Section 1861(v)(1)(I) of the Social Security Act) and regulations promulgated thereunder.

[signature page follows]

Purchaser, Company and Seller have caused this Agreement to be signed as of the date first written above.

PURCHASER:

GAILEY EYE CLINIC, LTD

By: _____
Name: Robert M. Lee, MD
Title: President

COMPANY:

ADVANCED EYE SURGERY AND LASER CENTER, LLC

By: Sushant Sinha
Name: SUSHANT SINHA D.O.
Title: Member

SELLER:

SUSHANT K. SINHA, D.O.

By: Sushant Sinha
Name: SUSHANT SINHA D.O
Title: Member

EXHIBIT A

Defined Terms

The following terms shall have the meanings as ascribed to them or referenced below:

Accreditations shall mean collectively all accreditations, approvals or other rights issued by any health care accrediting agency including The Joint Commission, Accreditation Commission for Health Care, National Quality Forum and Community Health Accreditation Program.

Accounts Payable shall have the meaning set forth in Section 3.29(a).

Accounts Receivable shall have the meaning set forth in Section 3.7.

Additional Documents shall mean all agreements, instruments and documents executed or delivered by any party in connection with this Agreement.

Adjusted Accounts Receivable shall mean (a) the Company's Base Accounts Receivable minus (b) 2% of the Company's Base Accounts Receivable.

Affiliates shall mean a person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, another Person.

Agreement shall have the meaning set forth in the Preamble.

Annual Financial Statements shall have the meaning set forth in Section 3.6.

ASC shall have the meaning set forth in the Recitals:

Balance Sheet shall have the meaning set forth in Section 3.6.

Balance Sheet Date shall have the meaning set forth in Section 3.6.

Bankruptcy Exception shall have the meaning set forth in Section 3.3.

Base Accounts Receivable shall mean (a) the Company's Accounts Receivable as of the Closing Date minus (b) an amount equal to a reserve for bad debt calculated in accordance with the Company's collection practices for the immediately preceding year.

Base Purchase Price shall have the meaning set forth in Section 1.2.

Basket shall have the meaning set forth in Section 7.7.

Books and Records shall have the meaning set forth in Section 3.5.

A Breach of a representation, warranty, covenant, obligation, or other provision of this Agreement or any instrument delivered pursuant to this Agreement will be deemed to have occurred if there is or has been any material inaccuracy in or material breach of, or any failure

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materially to perform or comply with, such representation, warranty, covenant, obligation, or other provision, and the term "Breach" means any such inaccuracy, breach, failure, claim, occurrence, or circumstance.

Cash and Cash Equivalents shall mean all cash on hand and in banks, cash equivalents, marketable securities, bonds and investments of every kind and nature.

Change of Control Payments shall have the meaning set forth in Section 3.18(b).

Claims shall have the meaning set forth in Section 3.19.

Closing Date shall have the meaning set forth in Section 2.1.

Closing Date Balance Sheet shall have the meaning set forth in Section 1.5(a).

Closing Payment shall have the meaning set forth in Section 1.4(a).

Closing Statement shall have the meaning set forth in Section 1.5(b).

Closing Working Capital Value shall have the meaning set forth in Section 1.6.

CMS shall mean Centers for Medicare and Medicaid Services of the U.S. Department of Health and Human Services.

Code shall mean the Internal Revenue Code of 1986, as amended.

Company shall have the meaning set forth in the Preamble.

Company Assets shall mean all of the assets and properties of every kind and nature, real and personal, tangible and intangible, wherever situated, whether or not carried or reflected on the books and records of the Company which are used in connection with the operation of the ASC as currently conducted by the Company including, without limitation, the Accounts Receivable, the Equipment, the Books and Records, the Intellectual Property and the Contracts.

Company Accreditation shall have the meaning set forth in Section 3.9(c) (iv).

Company Reimbursement Approval shall have the meaning set forth in Section 3.9(c)(v).

Contracts shall have the meaning set forth in Section 3.18(a).

Controlled Entity shall have the meaning set forth in Section 3.21(a).

Defense Notice shall have the meaning set forth in Section 7.5(a).

Employee Plans shall have the meaning set forth in Section 3.21(a).

Environmental Laws shall have the meaning set forth in Section 3.9(b).

Equipment shall have the meaning set forth in Section 3.12(c).

ERISA shall mean the Employee Retirement Income Security Act of 1974, as amended.

Fiduciary shall have the meaning set forth in Section 3.21(h).

Financial Statements shall have the meaning set forth in Section 3.6.

GAAP shall have the meaning set forth in Section 1.4(a).

Governmental Authority shall mean any domestic, federal, territorial, state, provincial, local or municipal governmental authority, quasi-governmental authority, instrumentality, court, government or self-regulatory organization, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department, bureau, official or branch of any of the foregoing.

Hazardous Substances shall have the meaning set forth in Section 3.9(b).

Health Care Audits shall have the meaning set forth in Section 3.9(c)(vi).

Health Care Surveys shall have the meaning set forth in Section 3.9(c)(vi).

HIPAA shall have the meaning set forth in Section 3.9(c)(viii).

Holdback Amount shall have the meaning set forth in Section 1.4(a).

IHFSRB shall have the meaning set forth in Section 5.6(c).

Indebtedness for Borrowed Funds shall mean, as to any Person, without duplication; (i) all obligations (whether interest, principal, fees, penalties or otherwise) of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (iv) all obligations of such Person as lessee under leases which are classified under GAAP as capitalized leases, and (v) any of the foregoing guaranteed by such Person.

Indemnification Period shall have the meaning set forth in Section 7.1(b).

Indemnified Party shall have the meaning set forth in Section 7.4.

Indemnifying Party shall have the meaning set forth in Section 7.4.

Indemnity Claim shall have the meaning set forth in Section 7.1(b).

Indemnity Notice shall have the meaning set forth in Section 7.6.

Independent Accountant shall have the meaning set forth in Section 1.5(b).

Insurance shall have the meaning set forth in Section 3.24.

Intellectual Property shall have the meaning set forth in Section 3.16.

Interim Statements shall have the meaning set forth in Section 3.6.

IRS shall mean the United States Internal Revenue Service.

Judgment shall mean any order, decree, writ, injunction, award or judgment of any court or other Governmental Authority or any arbitrator.

Know-how shall mean specialized knowledge which is proprietary to the Company (including product knowledge and use and application knowledge), formulae, product formulations, processes, product designs, specifications, quality control, procedures, manufacturing, engineering and other drawings, computer data bases and software, technology, other intangibles, technical information, safety information, engineering data and design and engineering specifications, research records, market surveys and all promotional literature, customer and supplier lists and similar data.

Labor Agreement shall have the meaning set forth in Section 3.22(a).

Leased Equipment shall have the meaning set forth in Section 3.14.

Liability shall have the meaning set forth in Section 3.11.

Licensed Personnel shall have the meaning set forth in Section 3.22(f).

Licenses shall have the meaning set forth in Section 3.17.

Liens shall have the meaning set forth in Section 1.1.

Losses shall have the meaning set forth in Section 7.2.

Material Adverse Effect shall have the meaning set forth in Section 3.8(a).

Medicare Provider Agreement shall mean an agreement entered into between a health care facility, home health agency, hospice, rehabilitation facility or clinic (or equivalent), pharmacy, clinical laboratory, durable medical equipment supplier, orthotics and/or prosthetics supplier, respiratory therapy provider, wholesaler, physician, practitioner or other health care provider or supplier and CMS or any federal or state agency or other entity administering Medicare in such state, or other grant of authority by CMS or any federal or state agency or other entity administering Medicare in such state, under which such health care facility, home health agency, hospice, rehabilitation facility or clinic (or equivalent), pharmacy, clinical laboratory, durable medical equipment supplier, orthotics and/or prosthetics supplier, respiratory therapy provider, wholesaler, physician, practitioner or other health care provider or supplier is authorized to

provide medical goods and services to Medicare patients and to be reimbursed by Medicare for such goods and services.

Member Release shall have the meaning set forth in Section 2.2(b).

Multiemployer Plan shall have the meaning set forth in Section 3.21(g).

Notice shall have the meaning set forth in Section 1.5(b).

Notice of Claim shall have the meaning set forth in Section 7.5(a).

Organizational Documents shall mean (a) the articles or certificate of incorporation and the bylaws of a corporation; (b) the partnership agreement and any statement of partnership of a general partnership; (c) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (d) the articles or certificate of formation or organization and the operating agreement or limited liability company agreement of a limited liability company; (e) any charter or similar document adopted or filed in connection with the creation, formation, or organization of a Person; and (f) any amendment to any of the foregoing.

Patents shall mean patents (including all reissues, reexaminations, divisions, continuations in part and extensions thereof), utility models, patent applications and disclosures docketed; patent continuations.

Permitted Liens shall mean the Liens set forth on Schedule A.

Person shall mean any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company or other legal entity or organization, including a Governmental Authority.

Personal Property Leases shall have the meaning set forth in Section 3.14.

Personnel Documents shall have the meaning set forth in Section 3.22(e).

Preliminary Balance Sheet shall have the meaning set forth in Section 1.3.

Preliminary Purchase Price shall have the meaning set forth in Section 1.3.

Privacy Laws shall have the meaning set forth in Section 3.9(c)(viii).

Prohibited Area shall have the meaning set forth in Section 6.2.

Prohibited Business shall have the meaning set forth in Section 6.2.

Proposed Target Working Capital Value shall have the meaning set forth in Section 1.2.

Protected Information shall have the meaning set forth in Section 6.5.

Purchase Price shall have the meaning set forth in Section 1.2(a).

Purchaser shall have the meaning set forth in the Preamble.

Purchaser Indemnified Parties shall have the meaning set forth in Section 7.2(a).

Reimbursement Approvals shall mean any and all certifications, provider or supplier numbers, provider or supplier agreements (including Medicare Provider Agreements and Medicaid Provider Agreements), participation agreements, Accreditations and/or any other agreements with or approvals by Medicare, Medicaid, CHAMPUS, CHAMPVA, TRICARE, Veteran's Administration and any other Governmental Authority, or quasi-public agency, Blue Cross, Blue Shield, any and all managed care plans and organizations, including Medicare Advantage plans, Medicare Part D prescription drug plans, health maintenance organizations and preferred provider organizations, private commercial insurance companies, employee assistance programs and/or any other governmental or third party arrangements, plans or programs for payment or reimbursement in connection with health care services, products or supplies.

Related Affiliate shall have the meaning set forth in Section 6.1.

Related Party shall have the meaning set forth in Section 3.25.

Reserves shall have the meaning set forth in Section 3.7.

Restrictive Period shall have the meaning set forth in Section 6.2.

Returns shall have the meaning set forth in Section 3.10.

Rules shall have the meaning set forth in Section 3.9(a).

Schedules shall mean the schedules attached to this agreement and referred to in Section 10.12.

Seller shall have the meaning set forth in the Preamble.

Target Working Capital Value shall have the meaning set forth in Section 1.2.

Tax or ***Taxes*** shall mean all taxes imposed of any nature including federal, provincial, state, county, local or foreign income tax, alternative or add-on minimum tax, profits or excess profits tax, franchise tax, gross income, adjusted gross income or gross receipts tax, employment-related tax (including employee withholding or employer payroll tax, FICA or FUTA), real or personal property tax or ad valorem tax, sales or use tax, excise tax, stamp tax or duty, any withholding or back up withholding tax, value added tax, severance tax, prohibited transaction tax, premiums tax or occupation tax, together with any interest or any penalty, addition to tax or additional amount imposed by any Governmental Authority responsible for the imposition of any such tax.

Third Party Claim shall have the meaning set forth in Section 7.5(a).

Third Party Payor shall have the meaning set forth in Section 3.20.

Third Party Payor Programs shall have the meaning set forth in Section 3.20.

Title Company shall have the meaning set forth in Section 2.2(o).

Title Policies shall have the meaning set forth in Section 2.2(o).

Trade Names shall mean (i) trade names, (ii) brand names, and (iii) logos and all other names and slogans.

Trademarks shall mean trademarks, service marks, brand marks, registrations thereof, pending applications for registration thereof, and such unregistered rights.

Units shall have the meaning set forth in the Recitals.

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is delivered by the undersigned ("*Releasor*") to Gailey Eye Surgery - Decatur, an Illinois limited liability company ("*Purchaser*"), in connection with the Purchase Agreement referred to below.

Releasor acknowledges and agrees that:

(a) On the date hereof, Purchaser is acquiring all of Releasor's membership interests in Advanced Eye Surgery and Laser Center, LLC, an Illinois limited liability company (the "*Company*"), pursuant to that certain Membership Unit Purchase Agreement (the "Purchase Agreement"), dated as of November 11, 2011, among Gailey Eye Clinic, Ltd., an Illinois corporation ("*Gailey*"), the Company and Releasor and assigned to, and assumed by, Purchaser, pursuant to that Assignment and Assumption Agreement by and between Gailey and Purchaser dated February __, 2012;

(b) All capitalized terms used in this Release and Covenant Not to Sue which are not defined herein shall have the respective meanings assigned to them in the Purchase Agreement;

(c) Nothing contained in this Release and Covenant Not to Sue shall be deemed to supersede any of the covenants, agreements, representations or warranties made in the Purchase Agreement; and

(d) The execution and delivery of this Release and Covenant Not to Sue is a condition to the consummation by Purchaser of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration (including, without limitation, each Releasor's direct or indirect share of the Purchase Price), the receipt and sufficiency of which are hereby acknowledged):

1. Releasor, for himself, his Affiliates and each of the respective heirs, executors, beneficiaries, officers, directors, employees, agents, successors, assigns and personal representatives of Releasor and his Affiliates (all of the foregoing persons other than Releasor are sometimes referred to herein collectively as the "*Derivative Claimants*"), knowingly and voluntarily, hereby unconditionally and irrevocably releases, waives and forever discharges (collectively, the "*Release*") Purchaser, each of its Affiliates (including, but not limited to, Gailey and the Company), and each of their respective current and former successors, assigns, directors, officers, shareholders, managers, members, partners, employees and agents (collectively, "*Released Parties*") from any and all claims, demands, damages, liabilities, obligations, manner of actions, causes, causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, trespasses, judgments and executions, whatsoever, in law or in equity (collectively, "*Claims*") of any kind, nature or description whatever, whether known or unknown (and if unknown, regardless of whether knowledge of the same may have affected the decision to make this Release), which now exist or which may hereafter arise based on any fact or

circumstance arising or occurring on or at any time prior to the date hereof related to their ownership of membership interests in the Company, any indebtedness owed to them by the Company, the business or operations of the Company, or the acquisition of their membership interests in the Company pursuant to the transactions contemplated by the Purchase Agreement, except that the Release shall not apply to the right of Releasor to enforce the provisions of the Purchase Agreement.

2. In furtherance (but not in limitation) of the foregoing, Releasor also agrees on behalf of himself and the Derivative Claimants not to sue or prosecute any action against any of the Released Parties with respect to any of the matters within the scope of this Release and agrees to defend, hold harmless and indemnify each of the Released Parties from, against and with respect to any such suit or prosecution in contravention of this paragraph and all costs or expenses (including attorneys' fees and expenses) which any of the Released Parties may pay or incur in connection therewith.

3. Releasor represents and warrants that he has the full power and authority to enter into this Release and Covenant Not to Sue and by doing so to bind himself and the Derivative Claimants to the provisions hereof, and that he has not heretofore assigned or transferred to any person or entity any claim or claims against the Released Parties.

4. This instrument contains the entire agreement between Releasor and the Released Parties with respect to the subject matter hereof, and supersedes and cancels all previous agreements, commitments and writings with respect to such subject matter. This instrument shall be construed as a whole and not strictly for or against any of the Released Parties. This instrument binds the administrators, representatives, successors and assigns of Releasor and the Derivative Claimants and will inure to the benefit of all Released Parties and their heirs, administrators, representatives, executors, successors and assigns.

5. Releasor acknowledges that he (a) has read this Release and Covenant Not to Sue; (b) understands that this Release and Covenant Not to Sue constitutes a Release of Claims; (c) has been fully advised in the premises by his own legal counsel of his choosing; (d) intends and expects to be bound personally and legally by this document; and (e) fully understands that he cannot make any further Claims with respect to any of the matters within the scope of this Release or seek any further recovery by reason of any Claims with respect to any of the matters within the scope of this Release subsequent to the date hereof.

6. This Release and Covenant Not to Sue shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Release and Covenant Not to Sue shall be governed by, the laws of the State of Illinois, without giving effect to the provisions thereof regarding conflict of laws.

Executed as of this ___ day _____, 2011.

RELEASOR:

_____

Sushant K. Sinha, D.O.

EXHIBIT C

Form of Opinion of the Company's Counsel

1. The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Illinois.

2. Each of the Company and the Seller has the requisite power and authority to enter into and deliver the Agreement and the other documents contemplated therein, to which it or he is a party and perform it or his obligations under such documents.

3. The Agreement and the other documents contemplated therein are legal, valid, and binding obligations of the Company and the Seller, enforceable against the Company and the Seller in accordance with their respective terms.

4. The execution and delivery by the Company and the Seller of the Agreement and the other document contemplated therein to which it or he is a party, the performance by the Company and the Seller of its and his obligations thereunder, and the consummation of the transactions contemplated thereby, do not and will not: (a) conflict with, breach or violate, or result in a conflict with, or breach or violation of, or a default under, or give rise to any right of termination, cancellation or acceleration with respect to: (i) the articles of organization or operating agreement of the Company; (ii) any law that is applicable to the Company and/or the properties and/or assets of the Company or the Seller; or (iii) to our knowledge, any judgment, order, writ, injunction, decree, determination or award which the Company or the Seller is subject; or (b) to our knowledge, result in the creation or imposition of any Lien upon any properties and/or assets of Company or the Seller. No authorization of, or registration, declaration, recording or filing with, any government or other third party is required in connection with the execution and delivery of the Agreement and the other documents contemplated therein by the Seller and/or the consummation by of the transactions contemplated thereby.

5. To our knowledge, (a) there is no litigation, proceeding (including without limitation, any arbitration proceeding), investigation or other legal or administrative proceeding pending or overtly threatened in writing against the Company or its properties, assets or business; and (b) there are no such suits, actions, proceedings, claims or investigations pending or overtly threatened in writing challenging the validity or propriety of, otherwise relating to or involving, the Agreement or the transactions contemplated thereby.

6. The Seller is the sole owner of all outstanding equity interests in the Company. None of the equity interests has been issued in violation of, or is subject to, any preemptive or subscription rights. To our knowledge, there are no outstanding warrants, options, subscriptions, convertible or exchangeable securities or other agreements, instruments, documents or commitments pursuant to which Company is or may become obligated to issue, sell, purchase, retire or redeem any equity interests or other securities of the Company.

EXHIBIT D

Form of Office Lease Agreement

UHDOCS 2001691v5

S.S.

Office Lease Agreement
646 W. Pershing Rd., Decatur, IL

This Commercial Lease Agreement ("Lease") is made and effective this _____ day of November, 2011, by and between SSMJ, LLC, an Illinois Limited Liability Company ("Lessor(s)") and Gailey Eye Surgery – Decatur, LLC, an limited liability company ("Tenant(s)").

Lessor is the Owner of the land and improvements with a common address of 646 W. Pershing Road, Decatur, IL 62526 and consisting of:

Medical Office area	12,368 square feet
Ambulatory Surgery Center	4,437 square feet
Total:	16,805 square feet

as indicated on the attached Map Exhibit "A", (the "Leased Premises"):

Lessor desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Lessor for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Lessor hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Lessor, for a term of ten (10) years ("Initial Term") beginning January 1st, 2012, ("Commencement Date"), and ending December 31, 2021 at 11:59 PM, ("Termination Date").

B. If Tenant's option to purchase is not sooner exercised, then this Lease shall automatically renew for up to two (2) extended terms of three (3) years each at the rental amount specified herein ("Extension Term" and together with the Initial Term, collectively, the "Term"), unless notice of non-renewal is given by Tenant. Tenant may elect the non-renewal option, if at all, by giving written notice to Lessor not less than ninety (90) days prior to the expiration of the Initial Term or applicable Extension Term. Each Extension Term shall commence immediately after the expiration of the preceding Initial Term or Extension Term, as applicable. All Extension Terms shall be at the rental amount set forth below in section 2.B but in all other cases otherwise upon the same covenants, terms, conditions and provisions as provided in this Lease. Tenant shall accept the Leased Premises in its "AS-IS" Condition without any obligation of Lessor to repaint, remodel, repair, improve or alter the Leased Premises or to provide Tenant any allowance. During the Extension Terms, references in this Lease to the Term shall be deemed to mean the Initial Term as extended by the Extension Term unless the context clearly requires otherwise.

2. Rental, Late Charges & Security Deposit.

A. Tenant shall pay rent to Lessor during the Initial Term $15.00 per square foot annually payable in monthly installments of $21,006.25 per month due on or before the 1st day of each month, the first payment being due January 1st, 2012. Each installment payment shall be due in advance on the first day of each calendar month during the lease term payable to Lessor and addressed and mailed to: SSMJ, LLC, 2965 Lewallen Pl, Decatur, IL 62521, or at such other place designated by written notice from Lessor to Tenant.

B. The rental for the first Extension Term, if created as permitted under this Lease, shall be payable by Tenant to Lessor in installments of $22,406.00 per month. The rental for the second Extension Term, if created as permitted under this Lease, shall be payable by Tenant to Lessor in installments of $23,750.00 per month.

C. If the rent is not received by the 5th day of each month, a late charge of 5% of the monthly rent (i.e. being $1,050.31 during the Initial Term) shall be due and payable from Tenant and included in the rent when paid or Tenant shall be considered to be in Default as described herein.

D. A Security Deposit is waived by Lessor.

3. Leased Premises and Use.

The Leased Premises as described above consists of the land and building, and has two (2) corresponding Macon County Tax ID's #07-34-379-005 and 07-34-379-007. The Leased Premises is to be used as a physician's office and eye surgery center. No tent or traveling sales may be conducted in the parking lot without prior written consent of the Lessor. No junk, trash or inoperable vehicles or equipment may be stored or allowed to accumulate within the Leased Premises, or Tenant. Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device, or adult entertainment products. Any such unauthorized Use of premises shall be considered Tenant Default. Lessor makes no warranties of any nature, including fitness, as to this equipment. Tenant shall be responsible for all repairs and routine maintenance to this equipment and at the Termination of this Lease Tenant shall leave this property in the same or better condition than at lease Commencement.

4. Parking Lot.

Tenant shall monitor and keep the parking lot clean of all trash and debris on a daily basis. Tenant is responsible for snow removal and other routine maintenance to the parking lot and surface, including asphalt patching, sealing and maintenance.

5. Repairs & Maintenance.

Tenant accepts the Leased Premises in "As-Is Condition". Tenant shall keep the building structure and systems in good order and condition and will make all repairs and shall take such other actions as may be necessary or appropriate to keep and maintain the main structures of the Leased

Premises in good order and condition, including but not limited to the, roof, HVAC system, and other building structural elements. Tenant shall make, at Tenant's expense, all necessary routine repairs to the interior of the Leased Premises including the floors, walls, ceilings, trade equipment and fixtures, bathrooms and fixtures, plumbing, water heaters, plate glass and windows and all other parts of the Leased Premises either damaged or worn through normal occupancy and restaurant usage. Tenant shall also be responsible for regular maintenance of any exterior landscaping so as to not be overgrown and considered neat and tidy, and for all required parking lot maintenance. Notwithstanding the foregoing, in the event that any structural element of the leased premises or any building system is required to be replaced during the Term of the Lease, the cost of such replacement shall be borne solely by the Lessor.

6. Alterations and Improvements.

At the written consent of Lessor, not to be unreasonably withheld, conditioned, or delayed, Tenant, at Tenant's expense, shall have the right to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Lessor. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense. Lessor's equipment being left for Tenant's use as specified herein are excluded from this provision.

7. Property Taxes.

Tenant shall be responsible to pay all general real estate taxes and installments of special assessments actually coming due during the Lease term of the Leased Premises. Tenant shall be responsible for all taxes in regards to the business operations, including but not limited to sales tax, income tax, employee tax, unemployment taxes and contributions, withholdings, etc. Tenant, at its cost, shall have the right to contest any such real estate taxes, and Lessor agrees to reasonably cooperate with Tenant in the prosecuting of any such contest or appeal.

8. Insurance.

A. Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to Tenants activities in the Leased Premises and also covering Tenants and Customer's activities in the entire Leased Premises as defined herein with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Lessor, such insurance to afford minimum protection of not less than $1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Tenant shall also be responsible, at its expense, for fire, casualty, damage and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises. Tenant will provide proof of said insurance to Lessor upon written demand. Both Lessor and Sushant Sinha, D.O. shall be listed as an additional insured on Tenant's policy or

policies of comprehensive general liability insurance, and Tenant shall provide Lessor with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall instruct Tenant's insurers to notify Lessor that a policy is due to expire at least ten (10) days prior to such expiration. Lessor shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

B. Tenant shall, at its own expense, maintain fire and extended coverage insurance on the Building and the Leased Premises for the replacement value thereof in such amounts as Lessor approves and deems appropriate.

C. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

D. If the insurance policies required by this Lease are not kept in force during the entire term of this lease agreement or any extension of such term, Lessor may procure the necessary insurance and pay the premium for it, and the premium shall be repaid to Lessor as an additional rent installment for the month following the date on which the premiums were paid by Lessor.

E. Lessor shall, at his expense, maintain a "Landlord's liability" insurance policy to the limits that Lessor deems appropriate.

9. Utilities.

Tenant shall pay all charges for all utilities and other services and utilities used by Tenant on the Leased Premises during the term of this Lease.

10. Signs.

Tenant must request permission to place any signage desired by Tenant, which are permitted by applicable zoning ordinances and private restrictions. Lessor may refuse consent to any proposed signage that is in Lessor's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Lessor shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry.

Lessor shall have the right to enter upon the Leased Premises at reasonable hours, and upon reasonable prior notice, to inspect the same, provided Lessor shall not thereby unreasonably interfere with Tenant's business on the Leased Premises. Lessor and Tenant shall have a shared key to the outer gates to access the leased premises. Lessor shall have the right to temporarily park vehicles or equipment on the rear parking lot of the Leased Premises.

12. Damage and Destruction.

Subject to Section 8(C) above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Lessor to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Lessor shall promptly repair such damage at the cost of the Lessor. In making the repairs called for in this paragraph, Lessor shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Lessor. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if not further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

13. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Lessor as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Lessor, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Lessor without correction thereof then having been commenced and thereafter diligently prosecuted, or if a petition in bankruptcy or assignment for the benefit of creditors shall be filed by the Tenant, or if the Tenant shall be finally adjudicated bankrupt and the same shall not be discharged within thirty (30) days after written demand therefor by the Lessor, then the said Tenant does hereby authorize and fully empower the Lessor to annul and cancel this Lease at once and to re-enter and take possession of said demised premises immediately and by force, if necessary, without any previous notice of intention, subject to applicable law, to re-enter and remove all persons and their property therefrom and to use such force and assistance in effecting and perfecting such removal as the Lessor may deem advisable to recover at once full and exclusive possession of all of said demised premises whether said demised premises be in possession of the Tenant or of third persons, or whether said demised premises be vacant. The Lessor may, however, at its option, at any time after such default or violation of condition or covenant, but subject to applicable law, re-enter and take possession of said demised premises without such re-entering working a forfeiture of the rents to be paid and the covenants to be kept and performed by said Tenant for the full term of this Lease. In such case, the Lessor may make repairs, alterations and additions in or to the demised premises and redecorate the same to the extent deemed by Lessor necessary or desirable, and Tenant shall, upon demand, pay the cost thereof, together with Lessor's expense of the reletting. If the consideration collected by Lessor upon any such reletting for Tenant's account is not sufficient to pay monthly the full amount of the rent reserved in this Lease, together with the costs or repairs, alterations, additions, redecoration and Lessor's expenses, Tenant shall pay to Lessor the amount of each monthly deficiency on demand, more than sufficient to pay the full amount of the rent reserved herein, together with the

costs and expenses of Lessor, at the end of the stated term of the Lease, shall account for the surplus to Tenant. Tenant agrees the Lessor may deduct any such rent payments in arrears or Lessor expenses or other payments in default from the Security Deposit. Upon default of Tenant, Tenant shall pay Lessor's reasonable attorney fees incurred to enforce this Lease Agreement.

14. Right of First Refusal and Purchase Option.

A. Right Of First Refusal: During the Initial Term and any Options (if exercised) of the Agreement as specified in Section Two, before Lessor may sell the Premises to a third party, Lessor shall first offer the Premises to the Lessee on the same terms and conditions as are offered by the third party. Lessee shall have thirty (30) day during which to accept said offer. If Lessee does not accept said offer within said period, Lessor shall be free to accept the third-party offer. If Lessor does not enter into an agreement with the third party on said terms and conditions and close the transaction, Lessor's right to sell the Premises to the third party shall expire and the procedure described in this Section shall again be applicable.

B. Option to Purchase: Provided Tenant is not in default under any term of this Lease, and provided more than three (3) years have passed since the Commencement Date, then Tenant shall have the option to purchase the Leased Premises under the following terms and conditions:

(1) Tenant shall pay Lessor the Purchase Price of $3,000,000.00 for the Leased Premises at Settlement.

(2) To exercise the Option to Purchase, Tenant shall notify Lessor in writing of its intention to purchase the premises and include an original signed copy of a commercial reasonable Real Estate Purchase Agreement indicating a sale price as defined above and standard allocation of closing costs including the Title Search and Owner's Title insurance premium, transfer taxes and ½ of the Escrow Settlement Fee shall be at Lessor's expense, while all Lender fees, Inspections, Appraisals, Survey's and Mortgagee Title Policy and ½ of the Escrow Settlement Fee shall be Tenant's at expense. Lessor shall have not less than 30 days to review the proposed Purchase Agreement with it's Attorneys and respond with any proposed modifications. Rent during the Purchase Agreement executory period shall continue to be paid when due and shall be pro-rated to the day of Settlement.

15. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Lessor and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

16. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any

renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Tenant agrees upon demand to execute such further instruments commercially reasonable subordinating this Lease or attorning to the holder of any such liens as Lessor may request. Tenant agrees that it will from time to time upon request by Lessor execute and deliver to such persons as Lessor shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Lessor is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Lessor shall reasonably require.

17. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Lessor to: Sushant Sinha, D.O.
2965 Lewallen
Decatur, IL 62521

With a copy to: Andrew P. Chiligiris, Attorney
143 N. Water St.
Decatur, IL 62523

If to Tenant to: Robert Lee M.D.
1008 N. Main Street
Bloomington, IL 61701

Lessor and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

18. Sublease and Assignment.

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Lessor's consent, such consent not to be unreasonably withheld or delayed.

19. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Lessor and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

20. Successors.

The provisions of this Lease shall extend to and be binding upon Lessor and Tenant and their respective legal representatives, successors and assigns.

21. Consent.

Lessor shall not unreasonably withhold or delay its consent with respect to any matter for which Lessor's consent is required or desirable under this Lease.

22. Quiet Possession.

Lessor covenants and warrants that upon performance by Tenant of its obligations hereunder, Lessor will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease. Lessor represents and warrants to Tenant that it holds unencumbered fee simple title to the Leased Premises.

23. Compliance with Law, Licenses and Permits.

Tenant is responsible for all licenses and permits associated with the operation of their car and related business and shall keep them current during the entire term of this Lease or be in default. Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Lessor shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

24. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreement son the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

25. Waiver.

No waiver of any default of Lessor or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Lessor or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

26. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Illinois.

27. Tenants Indemnification for General Liabilities.

Tenant shall indemnify the Lessor and hold Lessor harmless against all liabilities, expenses and losses incurred by the Tenant as a result of (a) failure by Tenant to perform any covenant required

to be performed by the Tenant hereunder; (b) any accident, injury or damage which shall happen in or about the Leased Property or appurtenances or on or under the adjoining streets, sidewalks, curbs or vaults or resulting from the condition, maintenance or operation of the leased property of the adjoining streets, sidewalks, curbs or vaults; (c) failure to comply with any requirements or any governmental authority; and (d) any mechanic's lien or security agreement filed against the leased property, any equipment therein or any materials used on the construction or alteration of any building or improvement thereon.

28. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Lessor:

SSMJ, LLC, an Illinois limited liability company

By: _____
Sushant Sinha, D.O., Member

Tenant:

Gailey Eye Surgery – Decatur, LLC, an Illinois limited liability company

By: _____
Robert Lee, M.D., President

Schedule A

Permitted Liens

There are no liens on the Membership Units.

Schedule 1.4(a)

Certain Accounting Principles

The Closing Date Balance Sheet shall be prepared in accordance with generally accepted accounting principles using the accrual method of accounting, except that, (i) fixed assets and intangibles shall be presented in accordance with the income tax basis of the company, and (ii) footnote disclosures will be omitted; however, detailed schedules and workpapers related to the calculation of net accounts receivable and accrued expenses will be included as supplemental information.

Schedule 3.1

Officer and Directors of the Company

Sushant K. Sinha is the sole Member and sole Manager of Advanced Eye Surgery Laser Center, LLC, an Illinois Limited Liability Company.

Schedule 3.4

Conflicts/Required Consents

None noted.

Schedule 3.6

Financial Statements

See attached as compiled by Robert Disbrow of Sikich, L.P.

Certified Public Accountants & Business Advisors

Sikich.

Members of American Institute of Certified Public Accountants

132 South Water Street, Suite 300, P.O. Box 1460 Decatur, IL 62525-1460

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

Advanced Eye Surgery and Laser Center, LLC
Decatur, Illinois

We have compiled the accompanying statements of assets, liabilities and equity - income tax basis of Advanced Eye Surgery and Laser Center, LLC (a single-member LLC) as of December 31, 2011 and 2010, and the related statements of revenue and expenses - income tax basis for the one month and the years then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with the income tax basis of accounting.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the income tax basis of accounting and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the income tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, and expenses. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Sikich LLP

Decatur, Illinois
February 13, 2012

217-423-6000 [FAX] 217-423-6100 www.sikich.com
Sikich LLP

Advanced Eye Surgery & Laser Center, LLC
Statements of Assets, Liabilities & Equity-Income Tax Basis
December 31, 2011 and 2010

	Dec 31, 11	Dec 31, 10
ASSETS		
Current Assets		
Checking/Savings		
1001 · Busey Bank - Checking	112,501.93	133,511.39
Total Checking/Savings	112,501.93	133,511.39
Other Current Assets		
1040 · Account Receivable	335,488.47	153,481.67
3426 · Deferred Income	-335,488.47	-153,481.67
Total Other Current Assets	0.00	0.00
Total Current Assets	112,501.93	133,511.39
Fixed Assets		
2000 · Furniture & Fixtures	7,665.49	7,665.49
2010 · Equipment	514,518.07	514,518.07
2018 · Building	526,059.00	526,059.00
2023 · Computer Software	9,000.00	9,000.00
2040 · Accumulated Depreciation	-574,266.23	-522,172.65
Total Fixed Assets	482,976.33	535,070.01
Other Assets		
2030 · Start up Costs	104,784.31	104,784.31
2090 · Accumulated Amortization	-50,266.28	-41,878.88
Total Other Assets	54,518.03	62,905.43
TOTAL ASSETS	649,996.29	731,486.83
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
2070 · Accounts Payable - MCEC	11,776.00	11,740.00
3101 · Due to MCEC	367.28	635.12
3140 · Accrued UC Taxes	1,066.86	619.25
3157 · Current Portion Long Term Debt	0.00	62,735.25
Total Other Current Liabilities	13,200.14	75,729.62
Total Current Liabilities	13,200.14	75,729.62
Long Term Liabilities		
3166 · Busey Bank Loan for SX Equip		
3166.01 · Busey Loan Equip - Principal	0.00	142,169.82
Total 3166 · Busey Bank Loan for SX Equip	0.00	142,169.82
3177 · Less Current Portion	0.00	-62,735.25
Total Long Term Liabilities	0.00	79,434.57
Total Liabilities	13,200.14	155,164.19
Equity		
3080 · Member's Equity	576,322.64	628,778.60
3006 · Current Yr Member Distributions	-225,000.00	-276,335.34
Net Income	285,473.51	223,879.48
Total Equity	636,796.15	576,322.64
TOTAL LIABILITIES & EQUITY	649,996.29	731,486.83

See Independent Accountant's Compilation Report

Advanced Eye Surgery & Laser Center, LLC
Statements of Revenue and Expenses - Income Tax Basis
For The One Month Ended December 31, 2011 and 2010

	Dec 11		Dec 10	
Ordinary Income/Expense				
Income				
4000 · Income				
4010 · Facility Charges				
4010.10 · Facility – Charges	412,113.80		271,737.00	
4010.11 · Facility - Adjustments	-207,490.62		-173,483.97	
Total 4010 · Facility Charges	204,623.18		98,253.03	
4099 · Facility Charge Adjustment	-204,623.18		-98,253.03	
Total 4000 · Income		0.00		0.00
4100 · Facility Receipts				
4110.10 · Facility – Receipts	123,029.03		360,642.90	
4110.12 · Facility Refunds	-6,490.66		-10,848.00	
4199 · Receivable/AR Adjustment	6,546.46		-235,657.20	
Total 4100 · Facility Receipts		123,084.83		114,139.70
4250 · Interest Income		86.70		201.72
Total Income		123,171.53		114,341.42
Expense				
6010 · Salaries				
6010.50 · Salary - Staff	15,019.90		13,163.44	
Total 6010 · Salaries		15,019.90		13,163.44
6015 · Advertising		2,052.00		1,449.67
6017 · Bank Charges		409.74		326.92
6025 · Depreciation		4,341.14		36,734.49
6026 · Amortization		698.95		765.11
6050 · Interest		88.54		1,122.13
6060 · Miscellaneous		0.00		90.74
6090 · Office Supplies		1,170.61		1,081.49
6091 · Supplies - Pharmaceutical		0.00		109.25
6092 · Supplies - Surgical		28,651.35		28,888.78
6093 · Supplies - Building		0.00		187.38
6094 · Supplies - Med Gas		144.30		136.80
6098 · Postage		103.78		28.42
6110 · Professional Services				
6110.10 · Prof Services - Accountant	0.00		1,483.75	
6110.30 · Prof Services - Cleaners	195.66		179.79	
6110.40 · Prof Services - Attorney	0.00		300.00	
6110.60 · Prof Serv - Collection Agency	0.00		94.78	
Total 6110 · Professional Services		195.66		2,058.32
6140 · Repair & Maintenance				
6140.05 · Building Repair	267.25		7,482.00	
6140.10 · Equipment Service & Contract	1,537.91		2,659.48	
6140.15 · Equipment Repair	103.56		4,627.83	
6140 · Repair & Maintenance - Other	40.00		0.00	
Total 6140 · Repair & Maintenance		1,948.72		14,769.29
6150 · Taxes, License & Other		450.00		300.00
6160 · Taxes, Payroll				
6160.20 · Taxes, Payroll - Staff	1,428.79		985.76	
Total 6160 · Taxes, Payroll		1,428.79		985.76
6180 · Business Meal/Entertainment				
6180.20 · Bus Meal/Entertainment - Staff	78.90		81.63	
Total 6180 · Business Meal/Entertainment		78.90		81.63
6190 · Travel				
6190.20 · Travel - Staff	197.50		18.45	
Total 6190 · Travel		197.50		18.45

See Independent Accountant's Compilation Report

Advanced Eye Surgery & Laser Center, LLC
Statements of Revenue and Expenses - Income Tax Basis
For The One Month Ended December 31, 2011 and 2010

	Dec 11	Dec 10
6200 · Uniforms & Laundry	96.00	138.76
6570 · Leased Services	11,776.00	11,740.00
Total Expense	66,651.68	114,152.82
Net Ordinary Income	56,319.65	168.60
Net Income	56,319.65	168.60

See Independent Accountant's Compilation Report

Advanced Eye Surgery & Laser Center, LLC
Statements of Revenue and Expenses - Income Tax Basis
For The Years Ended December 31, 2011 and 2010

	Jan - Dec 11		Jan - Dec 10	
Ordinary Income/Expense				
Income				
4000 · Income				
4010 · Facility Charges				
4010.10 · Facility -- Charges	3,492,203.20		3,224,905.00	
4010.11 · Facility - Adjustments	-2,124,833.22		-1,895,539.21	
Total 4010 · Facility Charges	1,367,369.98		1,329,365.79	
4099 · Facility Charge Adjustment	-1,367,369.98		-1,329,365.79	
Total 4000 · Income		0.00		0.00
4100 · Facility Receipts				
4110.10 · Facility -- Receipts	1,171,918.38		1,341,942.03	
4110.12 · Facility Refunds	-141,745.31		-145,866.91	
4199 · Receivable/AR Adjustment	139,894.38		-22,975.56	
Total 4100 · Facility Receipts		1,170,067.45		1,173,110.56
4260 · Interest Income		1,014.64		4,656.23
Total Income		1,171,082.09		1,177,766.79
Expense				
6010 · Salaries				
6010.50 · Salary - Staff	174,192.04		155,386.46	
Total 6010 · Salaries		174,192.04		155,386.46
6015 · Advertising		16,216.41		7,455.69
6017 · Bank Charges		4,786.83		3,600.44
6025 · Depreciation		52,093.68		98,177.36
6026 · Amortization		8,387.40		9,677.76
6033 · Employee Med Screen /Compliance		85.00		170.00
6034 · Credentialling Expenses				
6034.15 · Credential Fees ASC Licensure	0.00		250.00	
Total 6034 · Credentialling Expenses		0.00		250.00
6036 · Dues - Professional				
6036.10 · Dues - Professional - Sinha	0.00		551.00	
6036.20 · Dues - Professional - Staff	1,149.00		1,062.00	
6036 · Dues - Professional - Other	600.00		0.00	
Total 6036 · Dues - Professional		1,749.00		1,613.00
6040 · Equipment Lease		198.89		688.53
6042 · Equipment Purchased		157.41		0.00
6050 · Insurance				
6050.20 · Insurance - Prof Liability	13,094.00		13,061.00	
Total 6050 · Insurance		13,094.00		13,061.00
6060 · Interest		6,279.88		11,988.71
6080 · Miscellaneous		111.86		380.96
6082 · Computer Hardware - Expense		5,091.35		0.00
6086 · Office Meetings		0.00		85.27
6087 · Patient Expenses		125.25		0.00
6090 · Office Supplies		13,691.41		11,340.60
6091 · Supplies - Pharmaceutical		349.70		1,934.48
6092 · Supplies - Surgical		356,883.03		384,135.72
6093 · Supplies - Building		34.51		614.90
6094 · Supplies - Med Gas		1,579.64		1,246.50
6098 · Postage		811.26		442.30
6099 · Supplies -Fuel for Generator		340.32		226.10
6100 · Professional Development				
6100.50 · Prof Development - Staff	1,122.97		2,444.83	
Total 6100 · Professional Development		1,122.97		2,444.83

See Independent Accountant's Compilation Report

Advanced Eye Surgery & Laser Center, LLC
Statements of Revenue and Expenses - Income Tax Basis
For The Years Ended December 31, 2011 and 2010

	Jan - Dec 11		Jan - Dec 10	
6110 · Professional Services				
6110.10 · Prof Services - Accountant	9,260.00		6,483.75	
6110.25 · Prof Services - Pharmacy	778.95		938.25	
6110.30 · Prof Services - Cleaners	2,562.70		6,153.76	
6110.40 · Prof Services - Attorney	6,646.00		3,360.00	
6110.60 · Prof Serv - Collection Agency	0.00		219.41	
Total 6110 · Professional Services		19,237.65		17,155.17
6120 · Publications				
6120.20 · Publications - Staff	184.26		168.15	
Total 6120 · Publications		184.26		168.15
6140 · Repair & Maintenance				
6140.05 · Building Repair	9,051.79		22,840.65	
6140.10 · Equipment Service & Contract	17,431.77		21,710.95	
6140.15 · Equipment Repair	3,164.36		14,242.71	
6140 · Repair & Maintenance - Other	120.00		0.00	
Total 6140 · Repair & Maintenance		29,767.92		58,794.52
6143 · Building & Renovations		492.00		0.00
6150 · Taxes, License & Other		16,503.00		1,862.00
6160 · Taxes, Payroll				
6160.20 · Taxes, Payroll - Staff	16,731.96		12,531.61	
Total 6160 · Taxes, Payroll		16,731.96		12,531.61
6180 · Business Meal/Entertainment				
6180.20 · Bus Meal/Entertainment - Staff	148.90		602.44	
6180 · Business Meal/Entertainment - Other	55.00		375.00	
Total 6180 · Business Meal/Entertainment		203.90		977.44
6190 · Travel				
6190.20 · Travel - Staff	866.92		516.21	
Total 6190 · Travel		866.92		516.21
6200 · Uniforms & Laundry		1,486.25		1,465.49
6210 · Utilities				
6210.10 · Bio Hazard	674.12		507.47	
6210 · Utilities - Other	806.86		774.64	
Total 6210 · Utilities		1,480.98		1,282.11
6570 · Leased Services		142,212.00		154,242.00
Total Expense		885,648.58		953,887.31
Net Ordinary Income		285,533.51		223,879.48
Other Income/Expense				
Other Income				
4270 · Other Income		500.00		0.00
Total Other Income		500.00		0.00
Other Expense				
6030 · Donations - Charitable		560.00		0.00
Total Other Expense		560.00		0.00
Net Other Income		-60.00		0.00
Net Income		285,473.51		223,879.48

See Independent Accountant's Compilation Report

Advanced Eye Surgery & Laser Center, LLC
Statements of Assets, Liabilities & Equity-Income Tax Basis
December 31, 2010 and December 31, 2009

	Dec 31, 10	Dec 31, 09
ASSETS		
Current Assets		
Checking/Savings		
1001 · Busey Bank - Checking	133,511.39	561,405.27
Total Checking/Savings	133,511.39	561,405.27
Other Current Assets		
1041 · Account Receivable	153,481.57	190,471.99
3425 · Deferred Income	-153,481.57	-190,471.99
Total Other Current Assets	0.00	0.00
Total Current Assets	133,511.39	561,405.27
Fixed Assets		
2000 · Furniture & Fixtures	7,665.49	6,956.79
2010 · Equipment	514,518.07	469,143.07
2019 · Building	526,059.00	526,059.00
2023 · Computer Software	9,000.00	9,000.00
2040 · Accumulated Depreciation	-522,172.55	-423,995.19
Total Fixed Assets	535,070.01	587,163.67
Other Assets		
2030 · Start up Costs	104,784.31	104,784.31
2090 · Accumulated Amortization	-41,878.88	-32,201.12
Total Other Assets	62,905.43	72,583.19
TOTAL ASSETS	731,486.83	1,221,152.13
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
2070 · Accounts Payable - MCEC	11,740.00	319,527.00
3101 · Due to MCEC	635.12	73,005.02
3140 · Accrued UC Taxes	619.25	660.50
3157 · Current Portion Long Term Debt	62,735.25	54,342.93
Total Other Current Liabilities	75,729.62	447,535.45
Total Current Liabilities	75,729.62	447,535.45
Long Term Liabilities		
3156 · Busey Bank Loan for SX Equip		
3156.01 · Busey Loan Equip - Principal	142,169.82	199,181.11
Total 3156 · Busey Bank Loan for SX Equip	142,169.82	199,181.11
3177 · Less Current Portion	-62,735.25	-54,342.93
Total Long Term Liabilities	79,434.57	144,838.18
Total Liabilities	155,164.19	592,373.63
Equity		
3005 · Current Yr Member Distributions	-276,335.34	0.00
3080 · Member's Equity	628,778.50	426,195.93
Net Income	223,879.48	202,582.57
Total Equity	576,322.64	628,778.50
TOTAL LIABILITIES & EQUITY	731,486.83	1,221,152.13

See Independent Accountant's Compilation Report

Advanced Eye Surgery & Laser Center, LLC
Statements of Revenue and Expenses - Income Tax Basis
For The Years Ended Dec. 31, 2010 and Dec. 31, 2009

	Jan - Dec 10		Jan - Dec 09	
Ordinary Income/Expense				
Income				
4000 · Income				
4010 · Facility Charges				
4010.10 · Facility -- Charges	3,224,905.00		2,919,169.95	
4010.11 · Facility - Adjustments	-1,895,539.21		-1,854,125.21	
Total 4010 · Facility Charges		1,329,365.79		1,065,044.74
4099 · Facility Charge Adjustment		-1,329,365.79		-1,065,044.74
Total 4000 · Income		0.00		0.00
4100 · Facility Receipts				
4110.10 · Facility -- Receipts	1,341,942.03		1,107,764.69	
4110.12 · Facility Refunds	-145,855.91		-109,423.65	
4199 · Receivable/AR Adjustment	-22,975.56		95,063.39	
Total 4100 · Facility Receipts		1,173,110.56		1,093,404.43
4260 · Interest Income		4,656.23		3,575.79
Total Income		1,177,766.79		1,096,980.22
Expense				
6010 · Salaries				
6010.50 · Salary - Staff	155,386.46		152,386.59	
Total 6010 · Salaries		155,386.46		152,386.59
6015 · Advertising		7,455.69		5,636.36
6017 · Bank Charges		3,600.44		2,975.63
6025 · Depreciation		98,177.36		102,676.67
6026 · Amortization		9,677.76		11,166.64
6032 · Recruiting Expenses				
6032.10 · Recruiting Expenses- Staff	0.00		170.00	
Total 6032 · Recruiting Expenses		0.00		170.00
6033 · Employee Med Screen /Compliance		170.00		525.00
6034 · Credentialling Expenses				
6034.10 · Insurance Credential Fees	0.00		70.13	
6034.15 · Credential Fees ASC Licensure	250.00		6,428.53	
Total 6034 · Credentialling Expenses		250.00		6,498.66
6036 · Dues - Professional				
6036.10 · Dues - Professional - Sinha	551.00		0.00	
6036.20 · Dues - Professional - Staff	1,062.00		1,059.70	
Total 6036 · Dues - Professional		1,613.00		1,059.70
6040 · Equipment Lease		688.53		801.98
6050 · Insurance				
6050.20 · Insurance - Prof Liability	13,061.00		12,054.00	
Total 6050 · Insurance		13,061.00		12,054.00
6060 · Interest		11,958.71		9,774.20
6080 · Miscellaneous		380.96		334.92
6085 · Office Meetings		85.27		0.00
6090 · Office Supplies		11,340.60		10,443.16
6091 · Supplies - Pharmeceutical		1,934.48		2,216.68
6092 · Supplies - Surgical		384,135.72		378,191.43
6093 · Supplies - Building		614.90		129.62
6094 · Supplies - Med Gas		1,246.50		1,202.70
6097 · Supplies - Linens Service		0.00		177.81
6098 · Postage		442.30		168.37
6099 · Supplies -Fuel for Generator		228.10		0.00
6100 · Professional Development				
6100.50 · Prof Development - Staff	2,444.83		387.70	
Total 6100 · Professional Development		2,444.83		387.70

See Independent Accountant's Compilation Report

Advanced Eye Surgery & Laser Center, LLC
Statements of Revenue and Expenses - Income Tax Basis
For The Years Ended Dec. 31, 2010 and Dec. 31, 2009

	Jan - Dec 10		Jan - Dec 09	
6110 · Professional Services				
6110.10 · Prof Services - Accountant	6,483.75		4,500.00	
6110.15 · Prof Services -Billing Services	0.00		5,296.39	
6110.25 · Prof Services - Pharmacy	938.25		903.15	
6110.30 · Prof Services - Cleaners	6,153.76		7,414.96	
6110.40 · Prof Services - Attorney	3,360.00		0.00	
6110.60 · Prof Serv - Collection Agency	219.41		149.37	
Total 6110 · Professional Services		17,155.17		18,263.87
6120 · Publications				
6120.20 · Publications - Staff	168.15		115.00	
Total 6120 · Publications		168.15		115.00
6140 · Repair & Maintenance				
6140.05 · Building Repair	22,840.85		6,355.24	
6140.10 · Equipment Service & Contract	21,710.96		16,383.66	
6140.15 · Equipment Repair	14,242.71		7,540.12	
Total 6140 · Repair & Maintenance		58,794.52		30,279.02
6150 · Taxes, License & Other		1,862.00		550.00
6160 · Taxes, Payroll				
6160.20 · Taxes, Payroll - Staff	12,531.61		12,586.11	
Total 6160 · Taxes, Payroll		12,531.61		12,586.11
6170 · Telephone		0.00		69.50
6180 · Business Meal/Entertainment				
6180.20 · Bus Meal/Entertainment - Staff	602.44		878.13	
6180 · Business Meal/Entertainment - Other	375.00		350.00	
Total 6180 · Business Meal/Entertainment		977.44		1,228.13
6190 · Travel				
6190.20 · Travel - Staff	516.21		1,108.91	
Total 6190 · Travel		516.21		1,108.91
6200 · Uniforms & Laundry		1,465.49		2,617.23
6210 · Utilities				
6210.10 · Bio Hazard	507.47		489.83	
6210 · Utilities - Other	774.64		667.23	
Total 6210 · Utilities		1,282.11		1,157.06
6570 · Leased Services		154,242.00		127,425.00
Total Expense		953,887.31		894,397.65
Net Ordinary Income		223,879.48		202,582.57
Net Income		223,879.48		202,582.57

See Independent Accountant's Compilation Report

Schedule 3.8(b)

Certain Events Since Balance Sheet Date

1). Employee Hilare Klinger resigned, IDPH health board was notified.

2). Employee Rellie Arjuelles was promoted to Ms. Klinger's position and given a corresponding raise of $1.00 per hour.

3). Dawn Followell has resigned. She has not been replaced. Her duties have been partially contracted to Sikich, LLP, the ASC's outside accounting firm.

Schedule 3.9(c)(iv)

Company Accreditations

1). Accreditation Association for Ambulatory Health Care (AAAHC) Expires December 11, 2012 as attached.

2). Clinical Lab Improvements Amendments (CLIA) Expires June 6, 2012 as attached.

ACCREDITATION ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

March 10, 2010

Organization #:	82651	Accreditation Expires:	December 11, 2012

Organization: Advanced Eye Surgery & Laser Center
Address: 646 West Pershing Road
City, State, Zip: Decatur, IL 62526

Decision Recipient:	Hilare Klinger, BSN	Survey Chair:	Joseph L. Posch, MBA, PhD
Survey Contact:	Hilare Klinger, BSN		

Survey Dates: December 15-16, 2009

It is a pleasure to inform you that the Accreditation Association for Ambulatory Health Care, Inc. (AAAHC) Accreditation Committee has awarded Advanced Eye Surgery & Laser Center, a three-year term of accreditation.

Granting accreditation reflects confidence, based on evidence from this recent survey that you meet, and will continue to demonstrate throughout the accreditation term, the attributes of an accreditable organization as reflected in the standards found in the *Accreditation Handbook for Ambulatory Health Care.* The dedication and effort necessary for an organization to be accredited is substantial and the compliance with those standards implies a commitment to continual self-evaluation and continuous improvement.

Members of your organization should take time to review the enclosed Survey Report:

- Any standard marked "PC" (Partially Compliant) or "NC" (Non-Compliant) must be corrected promptly. Subsequent surveys by the AAAHC will seek evidence that deficiencies from this survey were addressed without delay.
- The Summary Table provides an overview of compliance for each chapter applicable to the organization. Emphasis for attention should be given to chapters marked "PC" (Partially Compliant) or "NC" (Non-Compliant).
- As a guide to the ongoing process of self-evaluation, periodically review the Survey Report to ensure the organization's ongoing compliance with the standards throughout the term of accreditation.
- Statements in the "Consultative Comments" sections of the report represent the educational component of the survey. Such comments may provide suggested approaches for correcting identified deficiencies.

AAAHC policies and procedures and standards are revised on an annual basis, such revisions become effective March 1 each year. Accredited organizations are required to maintain their operations in compliance with the current AAAHC standards and policies. Therefore, the organization is encouraged to visit the AAAHC website, www.aaahc.org, for information pertaining to any revisions to AAAHC policies and procedures and standards.

We hope the survey has been beneficial to your organization in identifying its strengths and opportunities to improve. AAAHC trusts that you will continue to find the accreditation experience meaningful, not only from the benefit of having carefully reviewed your own operation, but also from the recognition brought forth by your participation in this survey process.

If you have any questions or comments about any portion of the accreditation process, please contact the AAAHC Accreditation Services department at (847) 853-6060.

CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF WAIVER

LABORATORY NAME AND ADDRESS	CLIA ID NUMBER
ADVANCED EYE SURGERY AND LASER CENTER 646 W PERSHING ROAD DECATUR, IL 62526	14D1055043
	EFFECTIVE DATE 06/07/2010
LABORATORY DIRECTOR SUSHANT K SINHA	EXPIRATION DATE 06/06/2012

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

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

CMS
CENTERS for MEDICARE & MEDICAID SERVICES

Judith A. Yost, Director
Division of Laboratory Services
Survey and Certification Group
Center for Medicaid and State Operations

1122 certs1_050810

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

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

Schedule 3.9(c)(v)

Company Reimbursement Approvals

The Company is an Approved Medicare and Medicaid Provider:

Medicare NPI # 1023056090

Medicaid #364542211001

PPAN# 215205

Midwestern Consortium
Division of Survey and Certification

National Provider Identifier (NPI): 1023056090
CMS Certification Number (CCN): 14C0001130

July 2, 2007
(Via Certified Mail)

Post-it® Fax Note 7671	Date	# of pages ▶
To Sushant Sinha	From Mai Re-Yuen	
Co./Dept.	Co.	
Phone #	Phone #	
Fax # 217 875 9526	Fax #	

Sushant Sinha
Administrator
Advanced Eye Surgery and Laser Center, LLC
646 W. Pershing Road
Decatur, Illinois 62526

Dear Sushant Sinha:

The Centers for Medicare and Medicaid Services has accepted your request for approval as a supplier of ambulatory surgical services under the Medicare program (Title XVIII of the Social Security Act). Your effective date of coverage is May 21, 2007. A copy of the completed agreement is enclosed for your records.

Your National Provider Identifier (NPI) is your primary identifier for all health insurance billing. The NPI should be entered on all forms and correspondence relating to the Medicare program. In addition, you have been assigned the CMS Certification Number (CCN) shown above; please provide it when contacting this office, when contacting the Illinois Department of Public Health (IDPH), or any time it is requested. WPS Health Insurance has been authorized to process your Medicare claims.

The IDPH has advised you of the deficiencies which were noted during the survey of your ambulatory surgical center. We have reviewed your written plan for correcting these deficiencies and have determined that your plan is acceptable. We expect that you will correct the deficiencies within the time frames specified in your plan of correction. The IDPH will verify correction of the deficiencies.

If you are dissatisfied with the effective date of Medicare participation indicated above, you may request that the determination of the effective date be reconsidered. The request must be submitted in writing to this office within 60 days of the date you receive this notice. The request for reconsideration must state the issues or the findings of fact with which you disagree and the reasons for disagreement.

233 North Michigan Avenue
Suite 600
Chicago, Illinois 60601-5519

Richard Bolling Federal Building
601 East 12th Street, Room 235
Kansas City, Missouri 64106-2808

We welcome your participation and look forward to working with you in the administration of the Medicare program. You should report to the IDPH any changes in staffing, services or organization which might affect your certification status. If you have any questions, please contact Mai Le-Yuen at (312) 353-2853 or by email at mai.le-yuen@cms.hhs.gov.

Sincerely,

Douglas Wolfe
Program Representative
Non-Long Term Care Branch

Enclosure

cc: Illinois Department of Public Health
Illinois Department of Healthcare and Family Services
WPS Health Insurance
Illinois Foundation for Quality Health Care

Control Number: 1107184324001

July 9, 2007

Sushant Sinha
Advanced Eye Surgery & Laser Center
646 West Pershing Road
Decatur, IL 62526-1633

Subject: Medicare Provider Number

Dear Mr. Sinha:

We have approved the CMS-855 Medicare enrollment application for Advanced Eye Surgery & Laser Center, and have issued the Medicare provider number(s) shown below. Note that this is the only provider number notification that we are sending. This provider number(s) should be communicated to the appropriate staff for the purpose of submitting Medicare claims.

Group/Organization Number	Address	Effective Date
215205	646 W Pershing Rd Decatur, IL 62526	05-21-2007

This practice has been established as a participating provider with Medicare. A copy of your validated Medicare Participating Physician or Supplier Agreement, Form CMS-460, is enclosed.

Authorized Official(s) is: Sushant Sinha

Delegated Official(s) is: Dawn Followell - Jennifer Skelley

Only authorized officials and delegated officials have the legal authority to make changes and/or updates to Medicare enrollment information and to sign the CMS-855R Reassignment of Benefits form on behalf of the entity when enrolling members in the group practice or making changes to or terminating group member records.

Please note that any changes to the entity's Medicare enrollment information must be reported to our office on the appropriate CMS-855 enrollment form within 90 days of the change. These include changes to, for example, practice location address, pay to address, and billing agency information.

Information about Medicare provider enrollment changes can be obtained from our web site at http://www.wpsic.com/medicare/providerfaq/general_pe_faq.shtml. CMS 855 enrollment forms may be downloaded from http://www.cms.hhs.gov/CMSForms/CMSForms/list.asp.

If you have questions regarding Medicare enrollment procedures, you may contact our Provider Enrollment hotline at (877) 908-8476. If you have questions regarding Medicare claim submission procedures, please contact the Customer Service Department at (866) 234-7340 for Illinois, (866) 234-7331 for Michigan or (866) 359-1599 for Wisconsin.

Sincerely,

Chere Hellenbrand
Medicare Provider Enrollment
P.O. Box 8248
Madison, WI 53708-8248

Schedule 3.9(c)(vi)

Health Care Surveys and Audits

AAAHC Survey December 11, 2008

- **"Noncompliance" rating received for failure to create a plan for data benchmarking in conjunction with quality improvement program**

AAAHC Survey December 15 & 16, 2009

- **No deficiencies noted**

IDPH Survey Letter dated May 17, 2007

- **Deficiency noted regarding delineation of patient care responsibilities for nursing service personnel**

IDPH ASTC Medicare Initial Certification Survey Letter dated May 25, 2007

- **Deficiencies noted regarding Fire Safety Procedures Plan, smoke compartments, roof-top air conditioning filters, and generator log documentation**

IDPH Survey Letter dated April 13, 2010

- **Deficiencies noted regarding: 1) evaluating contract service providers, 2) training patient care staff for emergency response, 3) maintaining patient records in accordance with state and federal standards, 4) administering drugs in accordance with state and federal standards, 5) notifying patients of patient rights prior to medical procedures, 6) disclosing physicians' financial interests to patients, 7) providing patients with information on advance directive, and 8) maintaining infection control programs**

IDPH Survey Letter dated May 10, 2010

- **Deficiencies noted regarding fire alarm system and setup of medical gas manifold**

***All above noted deficiencies have been corrected in accordance with regulators.**

Schedule 3.11

Undisclosed Liabilities

Historical finance statements provided do not disclose accrued liabilities for wages, employee benefits, including paid time off.

Schedule 3.12(a)

Liens

None noted.

Schedule 3.12(b)

Tangible Personal Property

Depreciation Schedule Attached

Advanced Eye Surgery & Las enter, LLC [Advanced Eye]

Depreciation Expense

Federal

01/01/2011 - 12/31/2011

System No.	S	Description	Date In Service	Method / Conv.	Life	Cost / Other Basis	Sec. 179/ Bonus/ (Cur. Yr. Only)	Beg. Accum. Depreciation/ (Sec. 179)	Current Depreciation	Total Depreciation/ (Sec. 179)
2000 - FURNITURE & FIXTURES										
182		Computer Monitor	4/30/2008	M / MQ	5.0000	193.49	0.00	193.49	0.00	193.49
184		Lateral File Cabinets	5/16/2008	M / MQ	5.0000	932.47	0.00	932.47	0.00	932.47
188		PC and Monitor	2/23/2009	M / HY	5.0000	1,288.83	0.00	1,288.83	0.00	1,288.83
194		Dell Vostro 230 - PC	11/24/2010	M / HY	5.0000	708.70	0.00	708.70	0.00	708.70
91		Stainless steel shelf	5/18/2007	M / HY	5.0000	400.00	0.00	330.88	46.08	376.96
6		Stainless Steel Shelf	5/18/2007	M / HY	5.0000	400.00	0.00	330.88	46.08	376.96
126		Fax Machine Panafax UF 490	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
127		Wood stand for fax and printer reception area	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
128		HP Laserjet 6P printer	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
129		Gateway Monitor reception	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
130		Gateway computer reception	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
131		Gateway keyboard reception	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
63		File cabinet 5 drawer medical records receptir	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
65		CS PRO Copier	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
66		Chair vinyl covered green waiting room admir	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
61		Chair vinyl covered green waiting room admir	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
69		Chair vinyl covered green waiting room admir	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
74		Chair vinyl covered green waiting room admir	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
75		Chair vinyl covered green waiting room admir	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
76		Chair vinyl covered green wating room admin	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
77		Chair vinyl covered green wating room admin	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
78		Chair vinyl covered green waiting room admir	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
79		Chair vinyl covered green waiting room admir	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
115		White Torche Lamp Waiting Room	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
80		Chair vinyl covered green waiting room admir	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
81		Chair vinyl covered green waiting room admir	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
68		End table	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
67		Coffee table	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
116		Panasonic 4 head VCR	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
117		Westinghouse 19" LCD screen	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
64		File cabinet 4 drawer admin office	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
114		Gateway monitor admin office	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
113		HP Laserjet printer Admin office	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
112		Gateway computer Admin office	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
118		Gateway Keyboard Admin Office	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
119		Black vinyl office chair admin office	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
120		Mauve fabric cover office chair reception roor	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
121		Black vinyl small rolling stool Nurses station	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
122		Black vinyl small rolling stool Nurses station	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
3		Laundry Hopper	5/18/2007	M / HY	5.0000	171.00	0.00	141.45	19.70	161.15
87		Laundry Hopper	5/18/2007	M / HY	5.0000	171.00	0.00	141.45	19.70	161.15
88		Laundry Hopper	5/18/2007	M / HY	5.0000	171.00	0.00	141.45	19.70	161.15
89		Laundry Hopper	5/18/2007	M / HY	5.0000	171.00	0.00	141.45	19.70	161.15
90		Laundry Hopper	5/18/2007	M / HY	5.0000	171.00	0.00	141.45	19.70	161.15
10		Laundry cart with blue cover	5/18/2007	M / HY	5.0000	336.00	0.00	277.94	38.71	316.65

Advanced Eye Surgery & Las enter, LLC [Advanced Eye]

Depreciation Expense

Federal

01/01/2011 - 12/31/2011

System No.	S	Description	Date In Service	Method / Conv.	Life	Cost / Other Basis	Sec. 179/ Bonus/ (Cur. Yr. Only)	Beg. Accum. Depreciation/ (Sec. 179)	Current Depreciation	Total Depreciation/ (Sec. 179)
2000 - FURNITURE & FIXTURES										
94		Laundry Cart with blue cover	5/18/2007	M / HY	5.0000	336.00	0.00	277.94	38.71	316.65
83		Storage shelf 6 shelf metal sterile room	5/18/2007	M / HY	5.0000	120.00	0.00	99.26	13.83	113.09
84		Storage shelf 6 shelf metal sterile room	5/18/2007	M / HY	5.0000	120.00	0.00	99.26	13.83	113.09
71		Lockers 6 male locker room	5/18/2007	M / HY	5.0000	400.00	0.00	330.88	46.08	376.96
70		Lockers 6 female locker room	5/18/2007	M / HY	5.0000	400.00	0.00	330.88	46.08	376.96
72		Lockers 6 female staff locker room	5/18/2007	M / HY	5.0000	150.00	0.00	124.08	17.28	141.36
73		Lockers 6 male staff locker room	5/18/2007	M / HY	5.0000	150.00	0.00	124.08	17.28	141.36
28		Round Laundry Stand	5/18/2007	M / HY	5.0000	125.00	0.00	103.40	14.40	117.80
97		Round laundry stand	5/18/2007	M / HY	5.0000	125.00	0.00	103.40	14.40	117.80
1		Black shelf female locker room for scrubs	5/18/2007	M / HY	5.0000	63.00	0.00	52.12	7.25	59.37
82		Black shelf female locker room for scrubs	5/18/2007	M / HY	5.0000	63.00	0.00	52.12	7.25	59.37
132		Table in break room	5/18/2007	M / HY	5.0000	110.00	0.00	90.99	12.67	103.66
133		Black vinyl covered stackable chair	5/18/2007	M / HY	5.0000	25.00	0.00	20.68	2.88	23.56
134		Black vinyl covered stackable chair	5/18/2007	M / HY	5.0000	25.00	0.00	20.68	2.88	23.56
135		Black vinyl covered stackable chair	5/18/2007	M / HY	5.0000	25.00	0.00	20.68	2.88	23.56
136		Black vinyl covered stackable chair	5/18/2007	M / HY	5.0000	25.00	0.00	20.68	2.88	23.56
2		Storage shelf with containers	5/18/2007	M / HY	5.0000	85.00	0.00	70.31	9.79	80.10
85		Storage shelf with container	5/18/2007	M / HY	5.0000	85.00	0.00	70.31	9.79	80.10
86		Storage shelf with containers	5/18/2007	M / HY	5.0000	85.00	0.00	70.31	9.79	80.10
62		Desk Metal 2 drawer Admin Office	5/18/2007	M / HY	5.0000	1.00	0.00	0.83	0.11	0.94
Subtotal: 2000 - FURNITURE & FIXTURES						7,665.49	0.00	6,880.72	523.06	7,403.78
Less dispositions and exchanges:						0.00	0.00	0.00	0.00	0.00
Net for: 2000 - FURNITURE & FIXTURES						7,665.49	0.00	6,880.72	523.06	7,403.78
2010 - EQUIPMENT										
183		Diamond Knife	4/30/2008	M / MQ	5.0000	420.00	0.00	420.00	0.00	420.00
185		Surgical Instrument	5/1/2008	M / MQ	5.0000	2,743.20	0.00	2,743.20	0.00	2,743.20
186		QuickRinse Auto Instrument Rinse System	6/4/2008	M / MQ	5.0000	1,547.75	0.00	1,547.75	0.00	1,547.75
189		Ttca - Air Conditioner	4/6/2009	M / HY	7.0000	9,014.00	0.00	9,014.00	0.00	9,014.00
190		Gallagher Construction	4/17/2009	M / HY	7.0000	8,115.00	0.00	8,115.00	0.00	8,115.00
191		TV for Microscope	8/31/2009	M / HY	5.0000	623.48	0.00	623.48	0.00	623.48
192		Hitachi 3CCD Camera for Microscope	8/6/2009	M / HY	5.0000	5,805.00	0.00	5,805.00	0.00	5,805.00
193		Bed for SX Center	10/19/2010	M / HY	5.0000	5,000.00	0.00	5,000.00	0.00	5,000.00
195		Surgical Bed	11/24/2010	M / HY	5.0000	3,800.00	0.00	3,800.00	0.00	3,800.00
196		Yag Laser Nidek YC-1800	11/24/2010	M / HY	5.0000	36,575.00	0.00	35,575.00	0.00	36,575.00
43		AMSCO POLARIS LIGHTS	5/18/2007	M / HY	5.0000	4,200.00	0.00	3,474.24	483.84	3,958.08
44		AMSCO POLARIS LIGHTS	5/18/2007	M / HY	5.0000	4,200.00	0.00	3,474.24	483.84	3,958.08
45		AMSCO LIGHT BASE	5/18/2007	M / HY	5.0000	2,100.00	0.00	1,737.12	241.92	1,979.04
48		CHEMTRON O2 METERS	5/18/2007	M / HY	5.0000	300.00	0.00	248.16	34.56	282.72
53		EYE WASH STATION	5/18/2007	M / HY	5.0000	80.00	0.00	66.18	9.21	75.39
57		LARYNGOSCOPE SET	5/18/2007	M / HY	5.0000	248.00	0.00	205.15	28.57	233.72
40		FRIGIDAIRE REFRIGERATOR	5/18/2007	M / HY	5.0000	295.00	0.00	244.02	33.99	278.01
41		HEALTH O METER SCALE	5/18/2007	M / HY	5.0000	285.00	0.00	235.75	32.83	268.58
36		CIDA SUCTION UNIT	5/18/2007	M / HY	5.0000	300.00	0.00	248.16	34.56	282.72

Advanced Eye Surgery & Las enter, LLC [Advanced Eye]

Depreciation Expense

Federal

01/01/2011 - 12/31/2011

System No.	S	Description	Date In Service	Method / Conv.	Life	Cost / Other Basis	Sec. 179/ Bonus/ (Cur. Yr. Only)	Beg. Accum. Depreciation/ (Sec. 179)	Current Depreciation	Total Depreciation/ (Sec. 179)
2010 - EQUIPMENT										
9		HP CODE MASTER DEFIBULATOR W/PADDL	5/18/2007	M / HY	5.0000	2,899.00	0.00	2,398.05	333.97	2,732.02
98		CPR back board	5/18/2007	M / HY	5.0000	48.00	0.00	39.71	5.53	45.24
8		CRASH CART YELLOW HARLOFF MEDICINE	5/18/2007	M / HY	5.0000	499.00	0.00	412.77	57.49	470.26
5		Blanket Warmer	5/18/2007	M / HY	5.0000	2,995.00	0.00	2,477.46	345.03	2,822.49
37		SUMMIT ICE MACHINE	5/18/2007	M / HY	5.0000	1,000.00	0.00	827.20	115.20	942.40
4		Blue Bell Biomed 4 drawer medicine cart	5/18/2007	M / HY	5.0000	699.00	0.00	578.21	80.53	658.74
38		Over Bed Table	5/18/2007	M / HY	5.0000	154.00	0.00	127.39	17.74	145.13
147		Over Bed Table	5/18/2007	M / HY	5.0000	154.00	0.00	127.39	17.74	145.13
148		Over Bed Table	5/18/2007	M / HY	5.0000	154.00	0.00	127.39	17.74	145.13
149		Over Bed Table	5/18/2007	M / HY	5.0000	154.00	0.00	127.39	17.74	145.13
13		NONINVASIVE MONITOR PASSPORT W/HOX	5/18/2007	M / HY	5.0000	2,900.00	0.00	2,398.88	334.08	2,732.96
11		NONINVASIVE MONITOR PASSPORT W/HOX	5/18/2007	M / HY	5.0000	2,900.00	0.00	2,398.88	334.08	2,732.96
14		NONINVASIVE MONITOR PASSPORT W/HOX	5/18/2007	M / HY	5.0000	2,900.00	0.00	2,398.88	334.08	2,732.96
12		NONINVASIVE MONITOR PASSPORT W/HOX	5/18/2007	M / HY	5.0000	2,900.00	0.00	2,398.88	334.08	2,732.96
60		NONINVASIVE MONITOR PASSPORT W/HOX	5/18/2007	M / HY	5.0000	2,900.00	0.00	2,398.88	334.08	2,732.96
15		NONINVASIVE MONITOR PASSPORT W/HOX	5/18/2007	M / HY	5.0000	2,900.00	0.00	2,398.88	334.08	2,732.96
123		Eye Cart	5/18/2007	M / HY	5.0000	60.00	0.00	49.63	6.91	56.54
124		Eye Cart	5/18/2007	M / HY	5.0000	60.00	0.00	49.63	6.91	56.54
125		Eye Cart	5/18/2007	M / HY	5.0000	60.00	0.00	49.63	6.91	56.54
16		Eye Cart Styker	5/18/2007	M / HY	5.0000	3,100.00	0.00	2,564.32	357.12	2,921.44
165		Eye Cart Styker	5/18/2007	M / HY	5.0000	3,100.00	0.00	2,564.32	357.12	2,921.44
167		Eye Cart Styker	5/18/2007	M / HY	5.0000	3,100.00	0.00	2,564.32	357.12	2,921.44
138		Recliner	5/18/2007	M / HY	5.0000	814.00	0.00	673.34	93.77	767.11
55		Recliner	5/18/2007	M / HY	5.0000	814.00	0.00	673.34	93.77	767.11
46		Stand for Passport monitor	5/18/2007	M / HY	5.0000	250.00	0.00	206.80	28.80	235.60
99		Stand for Passport monitor	5/18/2007	M / HY	5.0000	250.00	0.00	206.80	28.80	235.60
100		Stand for Passport monitor	5/18/2007	M / HY	5.0000	250.00	0.00	206.80	28.80	235.60
101		Stand for Passport monitor	5/18/2007	M / HY	5.0000	250.00	0.00	206.80	28.80	235.60
102		Stand for Passport monitor	5/18/2007	M / HY	5.0000	250.00	0.00	206.80	28.80	235.60
103		Stand for Passport monitor	5/18/2007	M / HY	5.0000	250.00	0.00	206.80	28.80	235.60
110		Chemtron regulator for wall suction	5/18/2007	M / HY	5.0000	299.00	0.00	247.33	34.45	281.78
109		Chemtron regulator for wall suction	5/18/2007	M / HY	5.0000	299.00	0.00	247.33	34.45	281.78
108		Chemtron regulator for wall suction	5/18/2007	M / HY	5.0000	299.00	0.00	247.33	34.45	281.78
107		Chemtron regulator for wall suction	5/18/2007	M / HY	5.0000	299.00	0.00	247.33	34.45	281.78
106		Chemtron regulator for wall suction	5/18/2007	M / HY	5.0000	299.00	0.00	247.33	34.45	281.78
105		Chemtron regulator for wall suction	5/18/2007	M / HY	5.0000	299.00	0.00	247.33	34.45	281.78
47		Chemtron regulators for wall suction	5/18/2007	M / HY	5.0000	299.00	0.00	247.33	34.45	281.78
104		Chemtron regulator for wall suction	5/18/2007	M / HY	5.0000	299.00	0.00	247.33	34.45	281.78
35		TATTENUAR STERILIZER	5/18/2007	M / HY	5.0000	12,065.00	0.00	9,996.71	1,392.19	11,388.90
42		ELLMAN SMOKE EVACUATOR	5/18/2007	M / HY	5.0000	1,995.00	0.00	1,650.26	229.83	1,880.09
32		Ellman Bovie	5/18/2007	M / HY	5.0000	5,912.72	0.00	4,891.00	681.15	5,572.15
17		MICROSCOPE WILD DUAL VIEW	5/18/2007	M / HY	5.0000	23,840.00	0.00	19,720.45	2,746.37	22,466.82
18		MICROSCOPE LEICA DUAL VIEW	5/18/2007	M / HY	5.0000	23,840.00	0.00	19,720.45	2,746.37	22,466.82
20		ANESTHESIA MACHINE NARKO MED 2B	5/18/2007	M / HY	5.0000	7,200.00	0.00	5,955.84	829.44	6,785.28
19		ANESTHESIA MACHINE NARKO MED 2B	5/18/2007	M / HY	5.0000	8,200.00	0.00	6,783.04	944.64	7,727.68

Advanced Eye Surgery & Las enter, LLC [Advanced Eye]

Depreciation Expense

Federal

01/01/2011 - 12/31/2011

System No.	S	Description	Date In Service	Method / Conv.	Life	Cost / Other Basis	Sec. 179/ Bonus/ (Cur. Yr. Only)	Beg. Accum. Depreciation/ (Sec. 179)	Current Depreciation	Total Depreciation/ (Sec. 179)
2010 - EQUIPMENT										
176		Blue Bell Biomed 4 drawer medicine cart	5/18/2007	M / HY	5.0000	699.00	0.00	578.21	80.53	658.74
92		3 shelf rolling cart	5/18/2007	M / HY	5.0000	100.00	0.00	82.72	11.52	94.24
31		AMSCO ELECTRICAL SURGICAL BED	5/18/2007	M / HY	5.0000	3,500.00	0.00	2,895.20	403.20	3,298.40
7		IV Pole	5/18/2007	M / HY	5.0000	119.00	0.00	98.44	13.71	112.15
140		IV Pole	5/18/2007	M / HY	5.0000	119.00	0.00	98.44	13.71	112.15
27		Ring stand & basin	5/18/2007	M / HY	5.0000	149.00	0.00	123.25	17.17	140.42
169		Ring stand & basin	5/18/2007	M / HY	5.0000	149.00	0.00	123.25	17.17	140.42
30		Stainless Back Table	5/18/2007	M / HY	5.0000	450.00	0.00	372.24	51.84	424.08
178		Stainless back table	5/18/2007	M / HY	5.0000	450.00	0.00	372.24	51.84	424.08
33		ATTEST BIOMONITOR SPORE TEST	5/18/2007	M / HY	5.0000	291.00	0.00	240.71	33.53	274.24
34		STATIM STERILIZER	5/18/2007	M / HY	5.0000	4,150.00	0.00	3,432.88	478.08	3,910.96
26		Mayo Stand small stainless steel	5/18/2007	M / HY	5.0000	699.00	0.00	578.21	80.53	658.74
179		Mayo Stand small stainless steel	5/18/2007	M / HY	5.0000	699.00	0.00	578.21	80.53	658.74
25		Surgeons Chair Styker Adjustable	5/18/2007	M / HY	5.0000	899.00	0.00	743.65	103.57	847.22
168		Surgeons Chair Styker Adjustable	5/18/2007	M / HY	5.0000	899.00	0.00	743.65	103.57	847.22
24		Rolling Anesthesia Chair	5/18/2007	M / HY	5.0000	250.00	0.00	206.80	28.80	235.60
175		Rolling Anesthesia Chair	5/18/2007	M / HY	5.0000	250.00	0.00	206.80	28.80	235.60
21		DATEX MONITOR	5/18/2007	M / HY	5.0000	7,200.00	0.00	5,955.84	829.44	6,785.28
23		CO2 MONITORS FOR DATEX MACHINES	5/18/2007	M / HY	5.0000	1,400.00	0.00	1,158.08	161.28	1,319.36
95		Phaco Machine Alcon Infinity	5/18/2007	M / HY	5.0000	99,800.00	0.00	99,800.00	0.00	99,800.00
96		Phaco Machine Alcon Infinity	5/18/2007	M / HY	5.0000	99,800.00	0.00	84,184.41	10,410.39	94,594.80
22		DATEX MONITOR	5/18/2007	M / HY	5.0000	7,200.00	0.00	5,955.84	829.44	6,785.28
49		Suction Carousel	5/18/2007	M / HY	5.0000	249.00	0.00	205.97	28.69	234.66
111		Suction Carousel	5/18/2007	M / HY	5.0000	249.00	0.00	205.97	28.69	234.66
141		X-ray Box	5/18/2007	M / HY	5.0000	370.00	0.00	306.06	42.63	348.69
52		X-ray box	5/18/2007	M / HY	5.0000	370.00	0.00	306.06	42.63	348.69
58		FOOT STOOL	5/18/2007	M / HY	5.0000	32.00	0.00	26.47	3.69	30.16
59		Kick Bucket	5/18/2007	M / HY	5.0000	149.00	0.00	123.25	17.17	140.42
146		Kick Bucket	5/18/2007	M / HY	5.0000	149.00	0.00	123.25	17.17	140.42
56		ULTRASONIC CLEANER	5/18/2007	M / HY	5.0000	535.00	0.00	442.55	61.63	504.18
54		COUNTER TOP DISTILLER	5/18/2007	M / HY	5.0000	494.00	0.00	408.64	56.91	465.55
93		3 shelf rolling cart	5/18/2007	M / HY	5.0000	100.00	0.00	82.72	11.52	94.24
139		Frigidaire Refrigerator	5/18/2007	M / HY	5.0000	650.00	0.00	537.68	74.88	612.56
39		Frigidare Refrigerator	5/18/2007	M / HY	5.0000	650.00	0.00	537.68	74.88	612.56
145		Welch Allyn Sure Temp	5/18/2007	M / HY	5.0000	349.00	0.00	288.69	40.21	328.90
144		Welch Allyn Sure Temp	5/18/2007	M / HY	5.0000	349.00	0.00	288.69	40.21	328.90
50		WHEELCHAIR REG	5/18/2007	M / HY	5.0000	323.12	0.00	267.28	37.23	304.51
51		WHEEL CHAIR LARGE	5/18/2007	M / HY	5.0000	475.00	0.00	392.92	54.72	447.64
137		Vacuum system	5/18/2007	M / HY	5.0000	20,054.00	0.00	16,588.67	2,310.22	18,898.89
177		Blue Bell Biomed 4 drawer medicine cart	5/18/2007	M / HY	5.0000	699.00	0.00	578.21	80.53	658.74
143		Wheel chair	5/18/2007	M / HY	5.0000	210.00	0.00	173.71	24.19	197.90
150		Onyx Nonin	5/18/2007	M / HY	5.0000	389.00	0.00	321.78	44.81	366.59
151		Onyx Nonin	5/18/2007	M / HY	5.0000	389.00	0.00	321.78	44.81	366.59
152		Mac blades for laryngoscope	5/18/2007	M / HY	5.0000	210.00	0.00	173.71	24.19	197.90
153		Thermoscan probe covers	5/18/2007	M / HY	5.0000	46.00	0.00	38.05	5.30	43.35

Advanced Eye Surgery & Las[illegible]enter, LLC [Advanced Eye]

Depreciation Expense

Federal

01/01/2011 - 12/31/2011

System No.	S	Description	Date In Service	Method / Conv.	Life	Cost / Other Basis	Sec. 179/ Bonus/ (Cur. Yr. Only)	Beg. Accum. Depreciation/ (Sec. 179)	Current Depreciation	Total Depreciation/ (Sec. 179)
2010 - EQUIPMENT										
154		Red waste can	5/18/2007	M / HY	5.0000	78.00	0.00	64.52	8.99	73.51
155		Red Waste Can	5/18/2007	M / HY	5.0000	78.00	0.00	64.52	8.99	73.51
156		Red Waste Can	5/18/2007	M / HY	5.0000	78.00	0.00	64.52	8.99	73.51
157		Red Waste Can	5/18/2007	M / HY	5.0000	78.00	0.00	64.52	8.99	73.51
158		Stethescope	5/18/2007	M / HY	5.0000	42.00	0.00	34.74	4.84	39.58
159		Ultrasonic cleaner cover	5/18/2007	M / HY	5.0000	23.00	0.00	19.03	2.65	21.68
160		Ultrasonic cleaner basket	5/18/2007	M / HY	5.0000	51.00	0.00	42.19	5.87	48.06
161		Stretcher mattress	5/18/2007	M / HY	5.0000	249.00	0.00	205.97	28.69	234.66
162		Stretcher Mattress	5/18/2007	M / HY	5.0000	249.00	0.00	205.97	28.69	234.66
163		Stretcher mattress	5/18/2007	M / HY	5.0000	249.00	0.00	205.97	28.69	234.66
164		Generator	5/18/2007	M / HY	5.0000	30,729.00	0.00	25,419.03	3,539.98	28,959.01
170		Amsco Polaris light	5/18/2007	M / HY	5.0000	4,200.00	0.00	3,474.24	483.84	3,958.08
171		Amsco Polaris light	5/18/2007	M / HY	5.0000	4,200.00	0.00	3,474.24	483.84	3,958.08
172		Amsco light base	5/18/2007	M / HY	5.0000	1,050.00	0.00	868.56	120.96	989.52
173		Amsco light base	5/18/2007	M / HY	5.0000	1,050.00	0.00	868.56	120.96	989.52
174		Lights	5/18/2007	M / HY	5.0000	4,400.00	0.00	3,639.68	506.88	4,146.56
181		Battery Testor	1/8/2008	M / HY	5.0000	1,071.80	0.00	1,071.80	0.00	1,071.80
Subtotal: 2010 - EQUIPMENT						514,518.07	0.00	457,395.33	38,081.94	495,477.27
Less dispositions and exchanges:						0.00	0.00	0.00	0.00	0.00
Net for: 2010 - EQUIPMENT						514,518.07	0.00	457,395.33	38,081.94	495,477.27
2019 Building										
29		Building	5/18/2007	M / MM	39.0000	526,059.00	0.00	48,896.50	13,488.69	62,385.19
Subtotal: 2019 Building						526,059.00	0.00	48,896.50	13,488.69	62,385.19
Less dispositions and exchanges:						0.00	0.00	0.00	0.00	0.00
Net for: 2019 Building						526,059.00	0.00	48,896.50	13,488.69	62,385.19
2023 - COMPUTER SOFTWARE										
187		NextGen Healthcare Computer Software	11/1/2008	M / MQ	5.0000	9,000.00	0.00	9,000.00	0.00	9,000.00
Subtotal: 2023 - COMPUTER SOFTWARE						9,000.00	0.00	9,000.00	0.00	9,000.00
Less dispositions and exchanges:						0.00	0.00	0.00	0.00	0.00
Net for: 2023 - COMPUTER SOFTWARE						9,000.00	0.00	9,000.00	0.00	9,000.00
2030 Start up Costs										
180		Start up Costs	5/18/2007	DDBA / N/A	15.0000	104,784.31	0.00	41,878.88	8,387.39	50,266.27
Subtotal: 2030 Start up Costs						104,784.31	0.00	41,878.88	8,387.39	50,266.27
Less dispositions and exchanges:						0.00	0.00	0.00	0.00	0.00
Net for: 2030 Start up Costs						104,784.31	0.00	41,878.88	8,387.39	50,266.27
Unassigned										
142				/	0.0000	0.00	0.00	0.00	0.00	0.00
166				/	0.0000	0.00	0.00	0.00	0.00	0.00

Advanced Eye Surgery & Las enter, LLC [Advanced Eye]

Depreciation Expense

Federal

01/01/2011 - 12/31/2011

System No.	S	Description	Date In Service	Method / Conv.	Life	Cost / Other Basis	Sec. 179/ Bonus/ (Cur. Yr. Only)	Beg. Accum. Depreciation/ (Sec. 179)	Current Depreciation	Total Depreciation/ (Sec. 179)
Subtotal: Unassigned						0.00	0.00	0.00	0.00	0.00
Less dispositions and exchanges:						0.00	0.00	0.00	0.00	0.00
Net for: Unassigned						0.00	0.00	0.00	0.00	0.00
Subtotal:						1,162,026.87	0.00	564,051.43	60,481.08	624,532.51
Less dispositions and exchanges:						0.00	0.00	0.00	0.00	0.00
Grand Totals:						1,162,026.87	0.00	564,051.43	60,481.08	624,532.51

Schedule 3.14

Personal Property Leases

None noted.

Schedule 3.16

Intellectual Property

1). Trade Name Macon County Eye Center

2). Trade Name Advanced Eye Surgery and Laser Center

3). Web Site "MaconEye.com"

Schedule 3.17

Licenses

1). Controlled Substance Registration Certificate issued May 4, 2010 as attached.

2). Illinois Department of Public Heath expires March 21, 2012 as attached.

3). Clinical Laboratory Improvement Amendments expires June 6, 2012 as attached.

4). State of Illinois IEMA Division of Nuclear Safety Registration #9259608 as attached.

5). Medicare NPI # 1023056090

6). Medicaid #364542211001

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

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FA0486678	06-30-2013	FEE PAID

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2, 3N,4,	HOSPITAL/CLINIC	05-04-2010

ADVANCED EYE SURGERY AND LASER
CENTER, LLC
646 WEST PERSHING ROAD
REAR ENTRANCE
DECATUR, IL 62526-0000

Sections 304 and 1008 (21 US
Controlled Substances Act of
provide that the Attorney Ge
suspend a registration to ma
dispense, import or export a co

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

Form DEA-223 (4/07)

State of Illinois 2019005

Department of Public Health

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.

LAMON T. ARNELL, M.D.
DIRECTOR

Issued under the authority of
The State of Illinois
Department of Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
03/21/12	6680	7005125

FULL LICENSE

AMBUL SURGICAL TREAT CNTR

EFFECTIVE: 03/22/11

BUSINESS ADDRESS

ADVANCED EYE SURGERY AND LASER CENTER, LLC
645 W. PERSHING RD.

DECATUR IL 62624

The face of this license has a colored background. Printed by Authority of the State of Illinois • 4/07 •

CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF WAIVER

LABORATORY NAME AND ADDRESS

ADVANCED EYE SURGERY AND LASER CENTER
646 W PERSHING ROAD
DECATUR, IL 62526

CLIA ID NUMBER
14D1055043

EFFECTIVE DATE
06/07/2010

LABORATORY DIRECTOR
SUSHANT K SINHA

EXPIRATION DATE
06/06/2012

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

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

CMS
CENTERS for MEDICARE & MEDICAID SERVICES

Judith A. Yost, Director
Division of Laboratory Services
Survey and Certification Group
Center for Medicaid and State Operations

1122 certs1_050510

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

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

Pat Quinn
Governor

State of Illinois

Jonathon E. Monken
Director

IEMA Division of Nuclear Safety

Certificate of Laser Registration

The operator of the Laser Installation that is identified below, having complied with the provisions of the Laser System Act of 1997, is issued this certificate which remains effective so long as the operator continues to comply with the registration requirements. This certificate is not transferable and shall not imply approval or disapproval of the equipment or activities within the registered installation.

Advanced Eye Surgery & Laser Center
646 W Pershing Rd
Decatur, IL 62526 - 1633

Registration No. 9259608

POLY-VU

Midwestern Consortium
Division of Survey and Certification

National Provider Identifier (NPI): 1023056090
CMS Certification Number (CCN): 14C0001130

July 2, 2007
(Via Certified Mail)

Post-it® Fax Note 7671	Date	# of pages ▶
To Sushant Sinha	From Mai Re-Yuen	
Co./Dept.	Co.	
Phone #	Phone #	
Fax # 217 875 9526	Fax #	

Sushant Sinha
Administrator
Advanced Eye Surgery and Laser Center, LLC
646 W. Pershing Road
Decatur, Illinois 62526

Dear Sushant Sinha:

The Centers for Medicare and Medicaid Services has accepted your request for approval as a supplier of ambulatory surgical services under the Medicare program (Title XVIII of the Social Security Act). Your effective date of coverage is May 21, 2007. A copy of the completed agreement is enclosed for your records.

Your National Provider Identifier (NPI) is your primary identifier for all health insurance billing. The NPI should be entered on all forms and correspondence relating to the Medicare program. In addition, you have been assigned the CMS Certification Number (CCN) shown above; please provide it when contacting this office, when contacting the Illinois Department of Public Health (IDPH), or any time it is requested. WPS Health Insurance has been authorized to process your Medicare claims.

The IDPH has advised you of the deficiencies which were noted during the survey of your ambulatory surgical center. We have reviewed your written plan for correcting these deficiencies and have determined that your plan is acceptable. We expect that you will correct the deficiencies within the time frames specified in your plan of correction. The IDPH will verify correction of the deficiencies.

If you are dissatisfied with the effective date of Medicare participation indicated above, you may request that the determination of the effective date be reconsidered. The request must be submitted in writing to this office within 60 days of the date you receive this notice. The request for reconsideration must state the issues or the findings of fact with which you disagree and the reasons for disagreement.

233 North Michigan Avenue
Suite 600
Chicago, Illinois 60601-5519

Richard Bolling Federal Building
601 East 12th Street, Room 235
Kansas City, Missouri 64106-2808

We welcome your participation and look forward to working with you in the administration of the Medicare program. You should report to the IDPH any changes in staffing, services or organization which might affect your certification status. If you have any questions, please contact Mai Le-Yuen at (312) 353-2853 or by email at mai.le-yuen@cms.hhs.gov.

Sincerely,

Douglas Wolfe
Program Representative
Non-Long Term Care Branch

Enclosure

cc: Illinois Department of Public Health
Illinois Department of Healthcare and Family Services
WPS Health Insurance
Illinois Foundation for Quality Health Care

Control Number: 1107184324001

July 9, 2007

Sushant Sinha
Advanced Eye Surgery & Laser Center
646 West Pershing Road
Decatur, IL 62526-1633

Subject: Medicare Provider Number

Dear Mr. Sinha:

We have approved the CMS-855 Medicare enrollment application for Advanced Eye Surgery & Laser Center, and have issued the Medicare provider number(s) shown below. Note that this is the only provider number notification that we are sending. This provider number(s) should be communicated to the appropriate staff for the purpose of submitting Medicare claims.

Group/Organization Number	Address	Effective Date
215205	646 W Pershing Rd Decatur, IL 62526	05-21-2007

This practice has been established as a participating provider with Medicare. A copy of your validated Medicare Participating Physician or Supplier Agreement, Form CMS-460, is enclosed.

Authorized Official(s) is: Sushant Sinha

Delegated Official(s) is: Dawn Followell - Jennifer Skelley

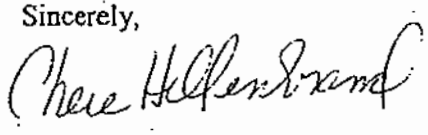
Only authorized officials and delegated officials have the legal authority to make changes and/or updates to Medicare enrollment information and to sign the CMS-855R Reassignment of Benefits form on behalf of the entity when enrolling members in the group practice or making changes to or terminating group member records.

Please note that any changes to the entity's Medicare enrollment information must be reported to our office on the appropriate CMS-855 enrollment form within 90 days of the change. These include changes to, for example, practice location address, pay to address, and billing agency information.

Information about Medicare provider enrollment changes can be obtained from our web site at http://www.wpsic.com/medicare/providerfaq/general_pe_faq.shtml. CMS 855 enrollment forms may be downloaded from http://www.cms.hhs.gov/CMSForms/CMSForms/list.asp.

If you have questions regarding Medicare enrollment procedures, you may contact our Provider Enrollment hotline at (877) 908-8476. If you have questions regarding Medicare claim submission procedures, please contact the Customer Service Department at (866) 234-7340 for Illinois, (866) 234-7331 for Michigan or (866) 359-1599 for Wisconsin.

Sincerely,



Chere Hellenbrand
Medicare Provider Enrollment
P.O. Box 8248
Madison, WI 53708-8248

MEDICAID SY[illegible]M (MMIS)
PROVIDER SU[illegible]STEM
REPORT ID: A[illegible]/41KD1
SEQUENCE: PROVIDER TYPE
PROVIDER NAME

STATE OF [illegible]LINOIS
HEALTHCARE AND [illegible]Y SERVICES

PROVIDER INFORMATION SHEET

RU[illegible] DATE: 02/15/08
RUN TIME: 21:14:17
MAINT DATE: 02/15/08
PAGE: 8

--PROVIDER KEY--
364542211001

PROVIDER NAME AND ADDRESS
ADVANCED EYE SURGERY AND LASER
646 WEST PERSHING
DECATUR IL 62526-1633

PROVIDER TYPE: 046 - AMB SURG CTR
ORGANIZATION TYPE: 03 - CORPORATION
ENROLLMENT STATUS: B - ACTV NOCST BEGIN 08/18/07 END ACTIVE
EXCEPTION INDICATOR - NO EXCEPT BEGIN END
AGR: YES BILL: NONE

PROVIDER GENDER:
COUNTY 063-MACON
TELEPHONE NUMBER: (217) 875-2600
D.E.A. #:
RE-ENROLLMENT INDICATOR: N DATE: 08/18/2007

CERTIFIC/LICENSE NUM - 007003123 ENDING 03/21/09
LAST TRANSACTION CHG AS-OF 09/12/07

UPIN #:
S.S. #:
CLIA #: 14D1055043

HEALTHY KIDS/HEALTHY MOMS INFORMATION: BEGIN DATE: / /

COS	ELIGIBILITY CATEGORY OF SERVICE	ELIG BEG DATE	COS	ELIGIBILITY CATEGORY OF SERVICE	ELIG BEG DATE	TERMINATION REASON
001	PHYSICIANS SERVICES	08/18/07	024	OUTPATIENT SERVICES (GENERAL)	08/18/07	

PAYEE CODE	PAYEE NAME	PAYEE STREET	PAYEE CITY	STATE	ZIP	PAYEE ID NUMBER	EFF DATE
1	ADVANCED EYE SURGERY AND LASER	646 W PERSHING RD	DECATUR	IL	62526	364542211-62526-01	08/18/07
	DBA:					TIN #: 01	
	DMERC:						
	MEDICARE: 215205						

COPY

EXHIBIT A

** NPI NUMBERS REGISTERED FOR THIS HFS PROVIDER ARE:
1023056090

********* PLEASE NOTE: ********

ORIGINAL SIGNATURE OF PROVIDER REQUIRED WHEN SUBMITTING CHANGES VIA THIS FORM: DATE _____ X_____

** ATTENTION: PROVIDERS SHOULD REFER TO THE DEPARTMENT'S WEB SITE AT http://www.hfs.illinois.gov/

Schedule 3.18(a)

Contracts

Supplier / Vendor Contracts on Purchase Order Basis:

- Alcon Laboratories, Inc.
- AmSan
- Amerinet
- Accutome
- Bausch & Lomb
- Dutch Opthalmic
- Crestpoint Management
- Sullivan Schein Dental/Henry Schein
- MSI Precision Specialty Instruments
- Porex, Ocular Instruments
- Richmark Medical Supply
- William Street Press
- Vista Opthalmics
- Walcott Rx Products
- Nothern New England Compounding Company
- PSS World Medical
- McKesson
- Drug Valet
- Baxter Healthcare Corp.

Equipment contracts for specifics contracts provided with Due Diligence Materials:

- Bal-Tech Medical
- Nidek
- Humphrey Systems
- Phillips, Reichert
- Quantel Medical
- Allergan
- DGH Technology
- Lumenis
- Central Opthalolic Instruments
- Ziess Humphrey
- Canon
- Santinelli
- Veach
- Carl Ziess Meditech
- Bell Medical for the Anesthesia Machine

Third party payor contracts:

- HUMANA
- Integrated Health Plan
- Quincy Healthcare Management
- IDPH
- Medicare
- RR Medicare
- Caterpillar
- Personal Care
- Great West Healthcare
- Heathlink HMO
- Muliplan
- Blue Cros Blue Shield
- Old Order of the Amish
- TRICARE
- United Healthcare
- Consociate

Additional Contracts as provided in Due Diligence Materials:

1) Maintenance Service Agreement with GE Healthcare dated July 10, 2007 and as extended.

2). Linen Service Agreement with Denmen Linen Service Dated May 1, 2010.

3). Mobile Refractive Laser Access Agreement with Laser Vision Centers, Inc. dated September 1, 2010.

4). Contracts for Accounting Services with Sikich, LLP dated February 7, 2011 and February 6, 2012.

Schedule 3.18(b)

Change of Control Payments

No new contracts noted.

Schedule 3.19

Litigation

None noted.

Schedule 3.21

Employee Plans

Employee 401k Retirement Plan upon Eligibility as provided in Due Diligence Materials. Note it is the same plan an the Macon County Eye Center.

Schedule 3.22(c)

Employment Agreements

There are no employee contracts.

Schedule 3.22(d)

Employee Matters

Current Employee Payroll Summary and Direct Deposit Detail Attached.

Advanced Eye Surgery & Laser Center, LLC
Direct Deposit Detail
December 9, 2011

Date	Source Name	Payroll Item	Type	Amount
Direct Deposit 1				
12/9/2011	Arguelles, Rellie E	Direct Deposit 1	Paycheck	-300.00
12/9/2011	Klinger, Hilare A	Direct Deposit 1	Paycheck	-25.00
12/9/2011	McClellan, Lato...	Direct Deposit 1	Paycheck	-40.00
Total Direct Deposit 1				-365.00
Direct Deposit - Net Pay				
12/9/2011	Arguelles, Rellie E	Direct Deposit - Net Pay	Paycheck	-429.55
12/9/2011	Cornwell, Kimbe...	Direct Deposit - Net Pay	Paycheck	-454.34
12/9/2011	Ferguson, Kare...	Direct Deposit - Net Pay	Paycheck	-407.68
12/9/2011	German, Laureen	Direct Deposit - Net Pay	Paycheck	-564.17
12/9/2011	Gordon, Jacquel...	Direct Deposit - Net Pay	Paycheck	-305.76
12/9/2011	Hadley, Rise L	Direct Deposit - Net Pay	Paycheck	-156.52
12/9/2011	Julius, Vicki C	Direct Deposit - Net Pay	Paycheck	-501.08
12/9/2011	Klinger, Hilare A	Direct Deposit - Net Pay	Paycheck	-1,760.55
12/9/2011	McClellan, Lato...	Direct Deposit - Net Pay	Paycheck	-662.24
Total Direct Deposit - Net Pay				-5,241.89
TOTAL				-5,606.89

Advanced Eye Surgery & Laser Center, LLC
Payroll Summary
December 9, 2011

	Arguelles, Rellie E			Cornwell, Kimberly S		
	Hours	Rate	Dec 9, 11	Hours	Rate	Dec 9, 11
Employee Wages, Taxes and Adjustments						
Gross Pay						
Holiday			0.00			0.00
Hourly Wage	40.75	21.63	881.42	26	21.63	562.38
Overtime			0.00			0.00
PTO			0.00			0.00
Total Gross Pay	40.75		881.42	26		562.38
Deductions from Gross Pay						
401K%			0.00			0.00
Cafe AFLAC			0.00			0.00
Cafe Health Ins			0.00			0.00
Cafe Life Ins			0.00			0.00
Direct Deposit 1			-300.00			0.00
Total Deductions from Gross Pay			-300.00			0.00
Adjusted Gross Pay	40.75		581.42	26		562.38
Taxes Withheld						
Federal Withholding			-58.00			-52.00
Medicare Employee			-12.78			-8.15
Social Security Employee			-37.02			-23.62
IL - Withholding			-44.07			-24.27
Total Taxes Withheld			-151.87			-108.04
Deductions from Net Pay						
Direct Deposit - Net Pay			-429.55			-454.34
Total Deductions from Net Pay			-429.55			-454.34
Net Pay	40.75		0.00	26		0.00
Employer Taxes and Contributions						
Federal Unemployment			0.00			0.00
Medicare Company			12.78			8.15
Social Security Company			54.65			34.87
IL - Unemployment Company			0.00			0.00
Total Employer Taxes and Contributions			67.43			43.02

Advanced Eye Surgery & Laser Center, LLC
Payroll Summary
December 9, 2011

	Ferguson, Karen A			German, Laureen		
	Hours	Rate	Dec 9, 11	Hours	Rate	Dec 9, 11
Employee Wages, Taxes and Adjustments						
Gross Pay						
Holiday			0.00	16	10.05	160.80
Hourly Wage	30	17.00	510.00	62	10.05	623.10
Overtime			0.00		15.08	0.00
PTO			0.00	4	10.05	40.20
Total Gross Pay	30		510.00	82		824.10
Deductions from Gross Pay						
401K%			0.00			0.00
Cafe AFLAC			0.00			0.00
Cafe Health Ins			0.00			-128.72
Cafe Life Ins			0.00			0.00
Direct Deposit 1			0.00			0.00
Total Deductions from Gross Pay			0.00			-128.72
Adjusted Gross Pay	30		510.00	82		695.38
Taxes Withheld						
Federal Withholding			-48.00			-61.00
Medicare Employee			-7.40			-10.08
Social Security Employee			-21.42			-29.21
IL - Withholding			-25.50			-30.92
Total Taxes Withheld			-102.32			-131.21
Deductions from Net Pay						
Direct Deposit - Net Pay			-407.68			-564.17
Total Deductions from Net Pay			-407.68			-564.17
Net Pay	30		0.00	82		0.00
Employer Taxes and Contributions						
Federal Unemployment			0.00			0.00
Medicare Company			7.40			10.08
Social Security Company			31.62			43.11
IL - Unemployment Company			14.28			0.00
Total Employer Taxes and Contributions			53.30			53.19

Advanced Eye Surgery & Laser Center, LLC
Payroll Summary
December 9, 2011

	Gordon, Jacqueline M			Hadley, Rise L		
	Hours	Rate	Dec 9, 11	Hours	Rate	Dec 9, 11
Employee Wages, Taxes and Adjustments						
Gross Pay						
Holiday			0.00			0.00
Hourly Wage	28.25	15.60	440.70	7.5	25.00	187.50
Overtime			0.00			0.00
PTO			0.00			0.00
Total Gross Pay	28.25		440.70	7.5		187.50
Deductions from Gross Pay						
401K%			0.00			0.00
Cafe AFLAC			0.00			0.00
Cafe Health Ins			0.00			0.00
Cafe Life Ins			0.00			0.00
Direct Deposit 1			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay	28.25		440.70	7.5		187.50
Taxes Withheld						
Federal Withholding			-88.00			-11.00
Medicare Employee			-6.39			-2.72
Social Security Employee			-18.51			-7.88
IL - Withholding			-22.04			-9.38
Total Taxes Withheld			-134.94			-30.98
Deductions from Net Pay						
Direct Deposit - Net Pay			-305.76			-156.52
Total Deductions from Net Pay			-305.76			-156.52
Net Pay	28.25		0.00	7.5		0.00
Employer Taxes and Contributions						
Federal Unemployment			0.00			1.13
Medicare Company			6.39			2.72
Social Security Company			27.33			11.62
IL - Unemployment Company			12.34			5.25
Total Employer Taxes and Contributions			46.06			20.72

Advanced Eye Surgery & Laser Center, LLC
Payroll Summary
December 9, 2011

	Julius, Vicki C			Klinger, Hilare A		
	Hours	Rate	Dec 9, 11	Hours	Rate	Dec 9, 11
Employee Wages, Taxes and Adjustments						
Gross Pay						
Holiday			0.00	16	27.30	436.80
Hourly Wage	28.25	21.00	593.25	65.5	27.30	1,788.15
Overtime			0.00	3	40.95	122.85
PTO			0.00		27.30	0.00
Total Gross Pay	28.25		593.25	84.5		2,347.80
Deductions from Gross Pay						
401K%			0.00			-23.48
Cafe AFLAC			0.00			-17.31
Cafe Health Ins			0.00			0.00
Cafe Life Ins			0.00			-8.31
Direct Deposit 1			0.00			-25.00
Total Deductions from Gross Pay			0.00			-74.10
Adjusted Gross Pay	28.25		593.25	84.5		2,273.70
Taxes Withheld						
Federal Withholding			-29.00			-267.00
Medicare Employee			-8.60			-33.67
Social Security Employee			-24.91			-97.54
IL - Withholding			-29.66			-114.94
Total Taxes Withheld			-92.17			-513.15
Deductions from Net Pay						
Direct Deposit - Net Pay			-501.08			-1,760.55
Total Deductions from Net Pay			-501.08			-1,760.55
Net Pay	28.25		0.00	84.5		0.00
Employer Taxes and Contributions						
Federal Unemployment			3.56			0.00
Medicare Company			8.60			33.67
Social Security Company			36.78			143.97
IL - Unemployment Company			16.62			0.00
Total Employer Taxes and Contributions			65.56			177.64

Advanced Eye Surgery & Laser Center, LLC
Payroll Summary
December 9, 2011

	McClellan, Latosha L			TOTAL		
	Hours	Rate	Dec 9, 11	Hours	Rate	Dec 9, 11
Employee Wages, Taxes and Adjustments						
Gross Pay						
Holiday	16	10.02	160.32	48.00		757.92
Hourly Wage	64.5	10.02	646.29	352.75		6,232.79
Overtime		15.03	0.00	3.00		122.85
PTO		10.02	0.00	4.00		40.20
Total Gross Pay	80.5		806.61	407.75		7,153.76
Deductions from Gross Pay						
401K%			0.00			-23.48
Cafe AFLAC			0.00			-17.31
Cafe Health Ins			0.00			-128.72
Cafe Life Ins			0.00			-8.31
Direct Deposit 1			-40.00			-365.00
Total Deductions from Gross Pay			-40.00			-542.82
Adjusted Gross Pay	80.5		766.61	407.75		6,610.94
Taxes Withheld						
Federal Withholding			-30.00			-644.00
Medicare Employee			-11.70			-101.49
Social Security Employee			-33.88			-293.99
IL - Withholding			-28.79			-329.57
Total Taxes Withheld			-104.37			-1,369.05
Deductions from Net Pay						
Direct Deposit - Net Pay			-662.24			-5,241.89
Total Deductions from Net Pay			-662.24			-5,241.89
Net Pay	80.5		0.00	407.75		0.00
Employer Taxes and Contributions						
Federal Unemployment			0.00			4.69
Medicare Company			11.70			101.49
Social Security Company			50.01			433.96
IL - Unemployment Company			0.00			48.49
Total Employer Taxes and Contributions			61.71			588.63

Schedule 3.22(e)

Personnel Documents

There are no separate personnel documents for the ASC.

Schedule 3.24

Insurance

1). Professional Liability & General Liability for Advanced Eye Surgery and Laser Center, LLC, April 1, 2011 to April 1, 2012 as attached.

2). Commercial Liability Coverage and Umbrella dated December 1, 2011 to December 1, 2012 as attached.

3). Employer Liability and Workers Compensation Coverage dated December 1, 2011 to December 1, 2012 as attached.

4). Named Insured on TLC Holdings, LLC dated October 13, 2011 as attached.

Binder of Insurance

This is to certify that the Insurance listed below has been bound by the insurance company named below for the policy period indicated. This binder does not amend, extend or alter the coverage afforded by the policies below. The insurance afforded by the policies described herein is subject to all of the terms, exclusions and conditions of such policies.

INSURED :	Advanced Eye Surgery & Laser Center, LLC 646 W. Pershing Rd. Decatur, IL 62526
INSURANCE COVERAGE :	Professional Liability (Claims Made) General Liability - Premises (Occurrence Form)
POLICY PERIOD :	April 1, 2011 to April 1, 2012
RETROACTIVE DATE :	April 1, 2007 for Professional Liability
INSURANCE COMPANY :	Lexington Insurance Co
POLICY NUMBER :	4768877 (12)
POLICY LIMITS :	$ 1,000,000 each claim / $ 3,000,000 annual aggregate
DEDUCTIBLE :	$ 5,000 each claim
PREMIUM :	$ 12,639 annual + $ 455 Surplus Line Tax and Stamp Fee Payble within 10 days
SPECIAL CONDITIONS :	Coverage excludes contracted CRNAs. Coverage excludes physicians Minimum Earned Premium equal 25% of Annual Premium

William J. Braet

WJB Enterprises LLC
1717 Hickory Knoll Dr.
Deerfield , IL 60015 (847) 945 - 9047

Date: February 28, 2011

RENEWAL

Indiana Insurance.
Member of Liberty Mutual Group

EFFECTIVE DATE: 12/01/2011

Policy Number: BOP1877824	**Prior Policy:** 1877824
Billing Type: DIRECT BILL	
Coverage Is Provided In PEERLESS INDEMNITY INSURANCE COMPANY	
Named Insured and Mailing Address: MACON COUNTY EYE CENTER PC SSMJ LLC ADVANCED EYE SURGERY 646 W PERSHING ROAD DECATUR IL 62526 REFER TO NAMED INSURED SCHEDULE	**Agent:** J L HUBBARD INS & BNDS AGY INC PO BOX 14 FORSYTH IL 62535-0014 **Agent Code:** 3216208 **Agent Phone:** (217)-877-3344

COMMERCIAL PROTECTOR COVERAGE FORM DECLARATIONS
BUSINESSOWNERS COVERAGE FORM DECLARATIONS

In return for the payment of premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

POLICY PERIOD: From: 12/01/2011 To: 12/01/2012 at 12:01 AM Standard Time at your mailing address shown above.

FORM OF BUSINESS: CORPORATION

BUSINESS DESCRIPTION: SURGEON OFFICE -

DESCRIPTION OF PREMISES

Prem. No.	Bldg. No.	Location Occupancy, Construction/Fire Protection
001	001	646 W PERSHING ROAD DECATUR IL 62526 SURGEON OFFICE - EXCLUDING PROFESSIONAL LIABILITY NON-COMBUSTIBLE

PROPERTY COVERAGE (Business Income is included as an Additional Coverage not subject to the limits below, please refer to your policy and endorsements for coverage details and limitations)

Prem. No.	Bldg. No.	Coverage	Limits of Insurance
001	001	BUILDING (REPLACEMENT COST)	$ 3,329,706
001	001	BUSINESS PERSONAL PROPERTY	$ 2,679,772

DEDUCTIBLE: $ 500 In Any One Occurrence

AUTOMATIC INCREASE: Building Coverage Shall Be Increased 4% Annually.
Personal Property Coverage Shall Be Increased 4% Annually.

MORTGAGE HOLDERS: REFER TO ADDITIONAL INTERESTS SCHEDULE

PROPERTY OPTIONAL COVERAGES

Coverage	Additional Limits of Insurance
PHYSICIANS & DENTISTS OFFICE EXTENSION PLUS	INCLUDED

RENEWAL

Indiana Insurance.
Member of Liberty Mutual Group

EFFECTIVE DATE: 12/01/2011

Policy Number: CU 8736143	Prior Policy: 8736143
Billing Type: DIRECT BILL	
Coverage Is Provided In INDIANA INSURANCE COMPANY	
Named Insured and Mailing Address: MACON COUNTY EYE CENTER PC SSMJ LLC ADVANCED EYE SURGERY 646 W PERSHING ROAD DECATUR IL 62526 REFER TO NAMED INSURED SCHEDULE	Agent: J L HUBBARD INS & BNDS AGY INC PO BOX 14 FORSYTH IL 62535-0014 Agent Code: 3216208 Agent Phone: (217)-877-3344

COMMON POLICY DECLARATIONS

In return for the payment of premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

POLICY PERIOD: From : 12/01/2011 To: 12/01/2012 at 12:01 AM Standard Time at your mailing address shown above.

FORM OF BUSINESS: CORPORATION

BUSINESS DESCRIPTION: OPTHAMOLOGIST OFFICE & SURGERY CENTER

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

		PREMIUM
Commercial Umbrella Liability Coverage Part	$	1,292.00
Terrorism Risk Insurance Act of 2002 and 2005 Coverage	$	39.00
Total Policy Premium	$	1,331.00

FORMS AND ENDORSEMENTS

Forms and Endorsements made a part of this policy at time of issue:
Applicable Forms and Endorsements are omitted if shown in specific Coverage Part/Coverage Form Declarations

Form Number	Description
17-58 - 0694	NAMED INSURED SCHEDULE
IL0017 - 1198	COMMON POLICY CONDITIONS

COMMON POLICY DECLARATIONS (continued)

EMPLOYERS

EMPLOYERS PREFERRED INS. CO.
A Stock Company

Workers' Compensation and Employers Liability Insurance Policy

Policy Number	Policy Period From	To
EIG 1400671 00	12/01/2011	12/01/2012

12:01A.M. Standard Time at the address of the insured as stated herein

Transaction

POLICY DECLARATIONS

1. Named Insured and Address	Agent
MACON CO EYE CENTER PC 646 W. PERSHING ROAD DECATUR IL 62526	JL HUBBARD INS & BONDS AGY 1200203 1090 SOUTH ROUTE 51 FORSYTH, IL 62535 Telephone:

Customer #	Carrier #	FEIN #	Risk ID #	Entity of Insured
	31283	371353894	121435306	CORPORATION

Additional Locations:

2. The Policy Period is from 12/01/2011 to 12/01/2012 12:01 a.m. Standard Time at the Insured's mailing address.

3. A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: Illinois

B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part TWO are:

Bodily Injury by Accident	$	500,000	each accident
Bodily Injury by Disease	$	500,000	policy limit
Bodily Injury by Disease	$	500,000	each employee

C. Other States Insurance: Part THREE of the policy applies to the states, if any, listed here: All states EXCEPT monopolistic states

D. This policy includes these endorsements and schedules: See attached schedule.

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

SEE EXTENSION OF INFORMATION PAGE

Minimum Premium	$	500	Expense Constant	$	280
			Premium Discount	$	
Assessments and Taxes	$		Total Estimated AnnualPremium	$	2,991

☐ This is a Three Year Fixed Rate Policy

Premium Adjustment Period: ☒ Annual; ☐ Semiannual; ☐ Quarterly; ☐ Monthly

Countersigned this Day of

Issued Date: 12/01/2011

Authorized Representative

Issuing Office EMPLOYERS PREFERRED INS. CO.
13890 BISHOPS DRIVE, SUITE 210
BROOKFIELD, WI 53005-6609

WC990629 (5/98)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/13/2011

PRODUCER (312)980-7869 FAX: (312)980-7888
Equity Risk Partners, Inc.
License No. 943381986
200 West Madison Street, Suite 3450
Chicago IL 60606

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
TLC Holdings LLC
16305 Swingley Ridge Road

Chesterfield MO 63017

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Property Casualty	25674
INSURER B: Beazley	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	6308465L853TIL11	5/19/2011	5/19/2012	EACH OCCURRENCE	$ 1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		POLICY PRO-JECT X LOC					
A		AUTOMOBILE LIABILITY	8108465L853TIL11	5/19/2011	5/19/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		X ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS / UMBRELLA LIABILITY	CUP1A89014A	5/19/2011	5/19/2012	EACH OCCURRENCE	$ 10,000,000
		X OCCUR CLAIMS MADE				AGGREGATE	$ 10,000,000
							$
		DEDUCTIBLE					$
		RETENTION $ 0					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	PFUB9847N52A11	5/19/2011	5/19/2012	X WC STATUTORY LIMITS / OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B		OTHER Professional Liability (Med Mal) Retro Date:5/19/2010	W10AA7110201	5/19/2011	5/19/2012	All Facilities Agg	$3,000,000
						Each Claim Limit	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Evidence of Insurance for TLC Vision (USA) Corporation and its Subsidiaries.

CERTIFICATE HOLDER

Macon County Eye Center
Dawn Followell
646 W. Pershing Road
Decatur, IL 62526

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Anthony Marcon/TREPI

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Schedule 3.25

Transactions with Related Parties

1). Macon County Eye Center, P.C. is 100% owned by Dr. Sinha and provides certain accounting and administrative services plus certain personnel to the company for a fee, as disclosed in the due diligence materials.

2). Dr. Sushant Sinha provides medical services to the company.

3). The company leases its real estate and offices from SSMJ, LLC. Dr. Sinha is the sole member and manager of SSMJ, LLC.

Schedule 3.26

Bank Accounts

1). Busey Bank, 130 N. Water St., Decatur, IL – Macon County Eye Center Business Checking Account with Sweep.

2). Busey Bank, 130 N. Water St., Decatur, IL – Advanced Eye Surgery and Laser Center Business Checking Account with Sweep.

Schedule 3.27

Names

None noted.

Schedule 3.29(b)

Indebtedness for Borrowed Funds

None noted.

Schedule 3.37

Seller Conflicts

None noted.

EXHIBIT B

ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP UNIT PURCHASE AGREEMENT

ASSIGNMENT AND ASSUMPTION
OF
MEMBERSHIP UNIT PURCHASE AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP UNIT PURCHASE AGREEMENT ("***Assignment***") is made and entered into effective as of February 29, 2012 ("***Effective Date***") by and between GAILEY EYE CLINIC, LTD, an Illinois corporation ("***Assignor***"), on the one hand, and GAILEY EYE SURGERY – DECATUR, LLC, an Illinois limited liability company ("***Assignee***"), on the other hand.

W I T N E S S E T H:

A. Assignor, Advanced Eye Surgery and Laser Center, LLC, an Illinois limited liability company (the "***Company***") and Sushant K. Sinha, D.O. ("***Seller***") have entered into a Membership Unit Purchase Agreement (the "***Agreement***"), dated as of November 30, 2011, pursuant to which Seller agrees to sell to Assignor all of his membership interests in the Company to Assignor.

B. Under Section 10.14 of the Agreement, Assignor has the right to assign the Agreement, without consent of the Company or Seller, to an affiliate.

C. The physician-owners of Assignor have formed Assignee and Assignee is an affiliate of Assignor.

D. Assignor has agreed to assign, and Assignee has agreed to assume, all of Assignor's rights, title, benefits, interests, duties and obligations as Seller in, to and under the Agreement on the terms contained herein.

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption. Assignor hereby transfers, grants, conveys and assigns to Assignee all of Assignor's rights, title, benefits, interests, duties and obligations in, to and under the Agreement, to be performed or realized on and after the Effective Date.

2. Acceptance of Assignment and Assumption. Assignee hereby accepts such transfer, grant, conveyance and assignment and assumes, and shall perform and be bound by, all the terms and conditions of the Agreement, and shall perform and discharge or cause the performance of each and every one of Assignor's obligations and liabilities under the Agreement, to be performed or realized on and after the Effective Date. Also, in further consideration for the assignment and assumption hereunder, Assignee agrees to discharge any obligations of Assignor to third parties outstanding as of the Effective Date, which have not already been satisfied by Assignor, as and when they become due.

3. Governing Law. This Assignment shall be governed by, and construed under, the laws of the State of Illinois.

4. Cooperation. Assignor and Assignee agree to take such further steps, and execute such other documents, as either deems necessary or appropriate in order to further implement the parties' intent hereunder.

5. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Assignment and Assumption of Membership Unit Purchase Agreement to be duly executed as of the day and year first above written.

ASSIGNOR:

GAILEY EYE CLINIC, LTD,
an Illinois corporation

By: _____
Its: Secretary

ASSIGNEE:

GAILEY EYE SURGERY - DECATUR, LLC,
an Illinois limited liability company

By: _____
Its: Medical Director