

VIA EMAIL

June 2, 2022

Stephanie Glenn
Illinois Department of Public Health
525-535 West Jefferson Street
Springfield, IL 62761
Stephanie.Glenn@Illinois.gov

Dear Ms. Glenn:

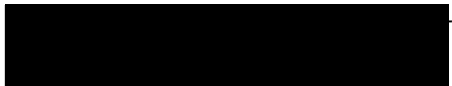
Pursuant to Ill. Admin. Code tit. 77, § 205.118(j), I am writing on behalf of The Hope Clinic for Women, Ltd., (the "Clinic"), ambulatory surgical treatment center ("ASTC") license number 7001084, to give notice that there has been a stock sale of the Clinic resulting a change of shareholder equity greater than five percent.

On May 31, 2022, the previous sole shareholder of the Clinic, The Hector N. Zevallos Revocable Trust ("Trust"), sold 100% of its shares in the Clinic to Julie Burkhardt (33.4%), Kathryn Dean (33.3%), and DBS Lotus Management Group, LLC (33.3%), whose sole member is Chelsea Souder, MPH. Simultaneously, the Trust and Clinic transferred real estate underlying and adjoining the ASTC facility to DBS Lotus Management Holding Group, LLC, which is now leasing the real estate back to the Clinic for continued use in operating the ASTC facility.

As you may be aware, Ms. Seulgi (Savrina) Han previously reviewed this transaction and determined on May 23, 2022 that the transaction does not constitute a CHOW under the ASTC statute and regulations.

Should you have any questions or concerns, please do not hesitate to contact me at 402-302-1002 or at chelsea.souder@gmail.com.

Sincerely,

A black rectangular redaction box covering the signature of Chelsea Souder.

Chelsea Souder, MPH



525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.dph.illinois.gov

May 31, 2022

Chelsea Souder [REDACTED]
DBS Lotus Management Group, LLC
2501 Chatham Road
Springfield, IL 62704

License: 7001084

Dear Ms. Souder:

This letter acknowledges receipt of The Hope Clinic for Women, Ltd, notice regarding a Change of Ownership exemption from HFSRB. Upon review by the Department, it was determined, based on Section 205.118 Conditions of Licensure (g), to not qualify as a change of ownership.

- g) The transfer of corporate stock, the change of a membership interest, or the merger of another corporation into the licensee corporation does not constitute a change of ownership if the licensee corporation remains in existence.

The Department requires a copy of the Bill of Sale or signed document to demonstrate completion of the transaction for the facility file.

Please remember that you must report any changes in ownership, administrative staff, medical director or supervising nurse, address or location change and any change in Registered Agent to this Department prior to the revision.

If the Division of Health Care Facilities and Programs can be of any assistance to you in the operation of your agency, please contact our office at the Illinois Department of Public Health, Division of Health Care Facilities and Programs, 525 West Jefferson Street, 4th Floor, Springfield, IL 62761-0001. The Department's main number is 217-782-7412. The TTY number is 800-547-0466, for use by the hearing impaired. The Division's fax number is 217-781-0382.

Sincerely,

[REDACTED]
Stephanie M. Glenn, RPh
Assistant Division Chief,
Health Care Facilities and Programs

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this “Agreement”), dated as of [●], 2022, is entered into by and among Lisa Balbona, Trustee of The Hector N. Zevallos Revocable Trust dated April 4, 1979 (“Seller”), DBS Lotus Management Group, LLC, an Illinois limited liability company (“DBS Management Group”), Julie Burkhart and Kathryn Dean (collectively, “Buyer”), and DBS Lotus Management Holding Company, LLC, an Illinois limited liability company (“Real Estate Buyer”). Capitalized terms used in this Agreement have the meanings given to such terms herein.

RECITALS

A. Seller owns all of the issued and outstanding shares of common stock (the “Shares”) of The Hope Clinic for Women, Ltd., an Illinois corporation (the “Company”).

B. Seller owns the real property located at 1602 21st Street (the “Trust Property”), and the Company owns the real property located at 2015, 2019 and 2041 Washington Avenue (the “Company Property”), all of which are located in Granite City, Illinois 62040 and more particularly described on Exhibit A, together with their respective easements, access rights, appurtenances, hereditaments, buildings, structures, fixtures, parking areas and other improvements located thereon (collectively, the “Real Estate”).

C. Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, the Shares, subject to the terms and conditions set forth herein.

D. Seller and Company wish to sell the Real Estate to Real Estate Buyer, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. PURCHASE AND SALE

Section 1.01 Purchase and Sale. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Shares, free and clear of any mortgage, pledge, lien, charge, security interest, claim, community property interest, option, equitable interest, restriction of any kind (including any restriction on use, voting, transfer, receipt of income, or exercise of any other ownership attribute), or other encumbrance (each, an “Encumbrance”) other than Permitted Encumbrances. “Permitted Encumbrances” means: (a) Encumbrances for Taxes or other governmental charges or assessments not yet due and payable; (b) with respect to the Real Estate, (i) Encumbrances for or relating to real estate Taxes and assessments not yet due and payable, (ii) zoning, building code, and similar restrictions and land use Laws that do not materially impair, prohibit, or restrict the occupancy or current use of the real property which they encumber, and (iii) defects or imperfections of title, easements, covenants, conditions, and restrictions that do not materially impair, prohibit, or restrict the occupancy or current use of the real property which they encumber, and (c) worker’s, carrier’s, mechanic’s

materialman's, and similar Encumbrances for amounts not yet due and payable (including, but not limited to, any amounts due and payable related to the HVAC Replacement) or which are being contested in good faith.

Section 1.02 Assets to be Sold to Real Estate Buyer. At Closing, subject to the terms and conditions hereafter set forth, Seller shall bargain, sell, assign, transfer and convey, and Real Estate Buyer shall purchase, acquire, assume and accept, on the Closing Date the Real Estate.

Section 1.03 Purchase Price.

(a) The aggregate purchase price for the Shares is \$625,000 (the "Stock Purchase Price").

(b) The price of the Trust Property is \$[●], and the price of the Company Property is \$[●], with the aggregate purchase price for the Real Estate being \$1,600,000 (collectively, the "Real Estate Purchase Price," and together with the Stock Purchase Price, the "Purchase Price").

(c) At the Closing, Buyer shall pay to Seller by wire transfer of immediately available funds to an account designated by Seller in writing, \$565,000.

(d) At the Closing, Real Estate Buyer shall pay to Seller by wire transfer of immediately available funds to an account designated by Seller in writing, \$1,600,000.

(e) At the Closing, an amount equal to \$60,000 shall be deposited by Buyer, or on Buyer's behalf, in an account with St. Louis Title, LLC (the "Escrow Agent") as security for the obligations of Seller under ARTICLE VII of this Agreement and pursuant to the terms of that certain Escrow Agreement dated the same date hereof by and among Escrow Agent, Buyer, and Seller (the "Escrow Agreement").

(f) At the Closing, cash available in the Company's bank account will equal \$200,000.00, and any amount in excess of \$200,000.00 (the "Excess Amount") will be paid to Seller pursuant to Section 1.05.

Section 1.04 Title Insurance and Real Estate Closing Costs. Real Estate Buyer, at its cost and expense, has obtained from St. Louis Title, LLC, 7701 Forsyth Blvd., Suite 200, St. Louis, MO 63105 (the "Title Company"), one or more commitments to Real Estate Buyer to issue one or more standard form Extended Coverage ALTA Owners Title Policies with respect to the Real Estate, which include such endorsements reasonably required by Real Estate Buyer after review of title, from the Title Company with copies of all encumbrances contained in Schedule "B" of the commitment, on or before the Closing Date. As of the date hereof, Real Estate Buyer has accepted the condition of title to the Real Estate subject to the items in such title commitments. All closing costs associated with the Real Estate shall be the obligation of Buyer, including transfer taxes, sales taxes and similar charges, if any, applicable to the transfer of the Real Estate hereunder, as further described in Section 6.01.

Section 1.05 Cash Reconciliation. The parties acknowledge and agree accounting functions typically lag thirty (30) to sixty (60) days and, as such, a mechanism to verify the cash

on hand as of the Closing Date will need to be implemented. Accordingly, as soon as possible, with best efforts made to address within fifteen (15) days (but no later than thirty (30) days) following the Closing Date (the "Settlement Date"), Buyer will compute the amount of the Company's cash balance as of the Closing, which will include the sum of cash in the Company's bank account, cash receipts (including electronic payments such as through credit card processors and mobile payments) arising from the period prior to Closing that have not been deposited in the Company's bank account, and any other cash on hand that is held by the Company and that relates to cash received or earned as of the Closing (collectively, the "Closing Date Cash"). For the avoidance of doubt, the Closing Date Cash shall be calculated as of 11:59:59 PM on the Closing Date. On or prior to the Settlement Date, Buyer shall deliver to Seller a written statement setting forth the calculation of the Closing Date Cash (the "Cash Statement"). If Closing Date Cash exceeds \$200,000.00, Buyer shall promptly, and in no event later than five (5) days after a final determination of the Closing Date Cash, deliver to Seller via wire transfer of immediately available funds, or such other method as reasonably requested by Seller, the Excess Amount to the account specified by Seller. If Closing Date Cash is less than \$200,000.00 (the "Cash Deficiency"), Seller shall promptly, and in no event later than five (5) days after a final determination of the Closing Date Cash, deliver to Buyer via wire transfer of immediately available funds, or such other method as reasonably requested by Seller, the entire amount of the Cash Deficiency to the account specified by Buyer. If Closing Date Cash is equal to \$200,000.00, neither party will owe any additional amount of cash to the other pursuant to this Section 1.05. The Cash Statement shall be accompanied by copies of the Company's bank statement, cash receipts, and other similar supporting documentation verifying the amount of Closing Date Cash. For the avoidance of doubt, the reconciliation contemplated in this Section 1.05 only covers payments to Company on or before the Closing Date, but that have not registered in the Company's bank account on the Closing Date.

Section 1.06 Prorations as to the Real Estate. Water, taxes, sewer, electricity and any other readily ascertainable fees that benefit the Real Estate should be prorated as of 11:59:59 PM on the Closing Date.

ARTICLE II. CLOSING

Section 2.01 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place simultaneously with the execution of this Agreement on the date of this Agreement (the "Closing Date") at the offices of Stinson LLP located at 7700 Forsyth Blvd., Suite 1100, St. Louis, Missouri 63105, or remotely by exchange of documents and signatures (or their electronic counterparts). The consummation of the transactions contemplated by this Agreement shall be deemed to occur at 12:01 a.m. Central Daylight Savings Time on the Closing Date.

Section 2.02 Deliveries by Seller and the Company. At the Closing, Seller and the Company, as applicable, shall deliver, or cause to be delivered, to Buyer and Real Estate Buyer, as applicable, the following:

(a) the stock ledger of the Company and all certificates representing the Shares and accompanying stock powers or other appropriate instruments of assignment and transfer duly executed by Seller, evidencing the transfer of the Shares to Buyer;

(b) a trustee's certificate Seller in a form satisfactory to Buyer, duly executed by such trustee;

(c) resignations of the directors and officers of the Company effective as of the Closing Date;

(d) a good standing certificate (or its equivalent) for the Company from the secretary of state or similar Governmental Authority of the jurisdiction in which the Company is organized and each jurisdiction where the Company is required to be qualified, registered, or authorized to do business. The term "Governmental Authority" means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any arbitrator, court, or tribunal of competent jurisdiction.

(e) all licenses, certifications, permits, and other authorizations in effect immediately prior to the Closing necessary to operate the Company in the ordinary course of business including, but not limited to, the Company's Ambulatory Surgical Treatment Center license issued by the Illinois Department of Public Health and Clinical Laboratory Improvement Amendments certification (collectively, "Health Care Licenses").

(f) certificates executed by each of Seller and Company pursuant to Treasury Regulations Section 1.1445-2(b) that Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986 (as amended, the "Code");

(g) Special Warranty Deeds executed by each of Seller and Company for the transfer of the Real Estate in standard form approved by Real Estate Buyer and Seller, transferring and conveying the Real Estate to Real Estate Buyer, subject only to Permitted Encumbrances;

(h) An executed affidavit in form and content acceptable to the Title Company sufficient to enable the Title Company to remove any so-called standard exceptions for un-filed mechanics liens, material men's liens, or other liens for services, labor or materials furnished to the Property;

(i) a copy of the Side Letter (as defined below), duly executed by Seller;

(j) the Escrow Agreement; and

(k) such other documents and instruments as Buyer may reasonably request to consummate the transactions contemplated hereby.

Section 2.03 Deliveries by Buyer and Real Estate Buyer. At the Closing, Buyer and Real Estate Buyer, as applicable, shall deliver, or cause to be delivered, the following:

(a) the Purchase Price by wire transfer of immediately available funds to the account(s) set forth by Seller on Schedule 2.03(a);

(b) a certificate of the Secretary (or other officer) of DBS Management Group certifying: (i) that attached thereto are true and complete copies of all resolutions of the members of DBS Management Group authorizing the execution, delivery, and performance of this

Agreement and the other agreements, instruments, and documents required to be delivered in connection with this Agreement or at the Closing (collectively, the "Transaction Documents") to which it is a party and the consummation of the transactions contemplated hereby and thereby, and that such resolutions are in full force and effect; and (ii) the names, titles, and signatures of the officers of DBS Management Group authorized to sign this Agreement and the other Transaction Documents to which it is a party;

(c) a certificate of the Secretary (or other officer) of Real Estate Buyer certifying: (i) that attached thereto are true and complete copies of all resolutions of the members of Real Estate Buyer authorizing the execution, delivery, and performance of this Agreement and the Transaction Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby, and that such resolutions are in full force and effect; and (ii) the names, titles, and signatures of the officers of Real Estate Buyer authorized to sign this Agreement and the other Transaction Documents to which it is a party;

(d) a copy of the Side Letter, duly executed by Buyer;

(e) evidence of approval from the Illinois Health Facilities and Services Review Board (the "Review Board") that Buyer's application for Change of Ownership Exemption has been accepted and the Review Board has issued an exemption, a copy of which is attached hereto as Exhibit B;

(f) the Escrow Agreement; and

(g) such other documents and instruments as Seller may reasonably require to consummate the transactions contemplated hereby.

Section 2.04 HVAC Replacement. The parties shall enter into a side letter agreement (the "Side Letter"), attached hereto as Exhibit C, which sets forth and memorializes Seller's obligation to pay for the replacement of the HVAC system (the "HVAC Replacement"), subject to the terms and conditions set forth therein.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer and Real Estate Buyer that the statements contained in this ARTICLE III are true and correct as of the date hereof. For purposes of this ARTICLE III, "Seller's knowledge," "knowledge of Seller," and any similar phrases shall mean the actual knowledge including the reasonable investigation of Seller after due inquiry.

Section 3.01 Organization and Authority of Seller. Seller has full power and authority to enter into this Agreement and the other Transaction Documents to which Seller is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and any other Transaction Document to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder, and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Seller. This Agreement, and each Transaction Document to which Seller is a party, constitutes legal, valid,

and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

Section 3.02 Organization, Authority, and Qualification of the Company.

(a) The Company is a corporation duly organized, validly existing, and in good standing under the Laws of the state of Illinois, and the Company has full corporate power and authority to own, operate, or lease the properties and assets now owned, operated, or leased by it and to carry on its business as it has been and is currently conducted.

(b) The Company is licensed or qualified to do business and is in good standing (to the extent such term is applicable) in each jurisdiction in which the properties owned or leased by it or the operation of its business as currently conducted makes such licensing or qualification necessary. The term “Disclosure Schedules” or “Schedule” means the disclosure schedules, attached hereto and made a part hereof, delivered by Seller concurrently with the execution, closing, and delivery of this Agreement.

Section 3.03 Capitalization.

(a) All of the Shares have been duly authorized, are validly issued, fully paid and nonassessable, and are owned of record and beneficially by Seller, free and clear of all Encumbrances (other than restrictions on transfer under the Securities Act of 1933 or other securities laws generally).

(b) All of the Shares were issued in compliance with applicable Laws (as defined in Section 3.05). None of the Shares, to Seller’s knowledge, were issued in violation of any agreement or commitment to which Seller or the Company is a party or is subject to or in violation of any preemptive or similar rights of any individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity (each, a “Person”).

(c) There are no outstanding or authorized options, warrants, convertible securities, stock appreciation, phantom stock, profit participation, or other rights, agreements, or commitments relating to the Shares or obligating Seller or the Company to issue or sell any shares of, or any other interest in, the Company. Except for arrangements and agreements in effect in connection with The Hector N. Zevallos Revocable Trust dated April 4, 1979, which have no material effect whatsoever as to the purpose or goals of this Agreement, there are no voting trusts, stockholder agreements, proxies, or other agreements in effect with respect to the voting or transfer of any of the Shares.

Section 3.04 No Subsidiaries. The Company does not have an equity ownership interest in any other Person.

Section 3.05 No Conflicts or Consents. Except as set forth on Schedule 3.05, the execution, delivery, and performance by Seller of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any provision of the certificate of incorporation, by-laws, or other governing documents of Seller or the Company; (b) violate or

conflict with any provision of any statute, law, ordinance, regulation, rule, code, treaty, or other requirement of any Governmental Authority (collectively, "Laws" and each a "Law") or any order, writ, judgment, injunction, decree, determination, penalty, or award entered by or with any Governmental Authority ("Governmental Order") applicable to Seller or the Company; (c) require the consent, notice, or filing with or other action by any Person or require any Permit, license, or Governmental Order; (d) violate or conflict with, result in the acceleration of, or create in any party the right to accelerate, terminate, or modify any contract, lease, deed, mortgage, license, instrument, note, indenture, joint venture, or any other agreement, commitment, or legally binding arrangement, whether written or oral (collectively, "Contracts"), to which Seller or the Company is a party or by which Seller or the Company is bound or to which any of their respective properties and assets are subject; or (e) result in the creation or imposition of any Encumbrance on any properties or assets of the Company.

Section 3.06 Financial Statements. Schedule 3.06 sets forth true and complete copies of the Company's unaudited financial statements consisting of the unaudited balance sheet of the Company as of December 31 in each of the years 2019, 2020, and 2021, and the related unaudited statements of income and retained earnings, stockholders' equity, and cash flow for the years then ended (the "Financial Statements"). The Financial Statements have been prepared from the books and records of the Company on a consistent basis throughout the periods involved and fairly present the financial condition of the Company as of the respective dates they were prepared and the results of the operations of the Company for the periods involved. The unaudited balance sheet of the Company as of December 31, 2021, is referred to herein as the "Balance Sheet" and the date thereof as the "Balance Sheet Date", and the unaudited consolidated balance sheet of the Company as of March 31, 2022, is referred to herein as the "Interim Balance Sheet" and the date thereof as the "Interim Balance Sheet Date".

Section 3.07 Undisclosed Liabilities. The Company has no liabilities, obligations, or commitments of any nature whatsoever, whether asserted, known, absolute, accrued, matured, or otherwise (collectively, "Liabilities"), except: (a) those which are adequately reflected or reserved against in the Interim Balance Sheet as of the Interim Balance Sheet Date; and (b) those which have been incurred in the ordinary course of business consistent with past practice since the Interim Balance Sheet Date and which would not, individually or in the aggregate, be materially adverse to the Company.

Section 3.08 Accounts Receivable. All accounts and notes receivable of Company represent valid transactions entered into in the ordinary course of business consistent with past practice and constitute only valid claims of the Company, subject to set-off, deductions, and withholdings from payors, and other defenses consistent with past practices.

Section 3.09 Absence of Certain Changes, Events, and Conditions. Since the Balance Sheet Date, and other than in the ordinary course of business consistent with past practice and except as set forth in Schedule 3.09, there has not been, with respect to the Company, any change, event, condition, or development that is, or could reasonably be expected to be, individually or in the aggregate, materially adverse to the Company.

Section 3.10 Material Contracts.

(a) Section 3.10(a) lists each Contract that is material to the business of the Company (such Contracts, being the “Material Contracts”), including the following:

(i) each Contract of the Company involving aggregate consideration in excess of \$25,000 and which, in each case, cannot be cancelled by the Company without penalty or without more than ninety (90) days’ notice;

(ii) all Contracts that provide for the indemnification by the Company of any Person or the assumption of any Tax (as defined in Section 3.20(a)), environmental, or other Liability of any Person;

(iii) all Contracts relating to the licensing of any Intellectual Property (as defined in Section 3.13(a)) (other than licenses of commercially available off-the-shelf software) entered into in the ordinary course of business with an aggregate fee of less than \$25,000 or for the acquisition or development of Intellectual Property (other than employee invention assignment agreements);

(iv) except for Contracts relating to trade payables, all Contracts relating to indebtedness (including, without limitation, guarantees) of the Company;

(v) all Contracts that limit or purport to limit the ability of the Company to compete in any line of business or with any Person or in any geographic area or during any period of time;

(vi) all Contracts relating to payment for health care services provided by the Company including, but not limited to, Contracts between the Company and any health insurer, health maintenance organization, or any other third party payor;

(vii) all Contracts related to the Company’s enrollment or participation in any government-sponsored health care program including, but not limited to, Medicare, any state’s Medicaid program, and TRICARE (collectively, “Government Programs”); and

(b) all Contracts between the Company and any licensed health care provider. Each Material Contract is valid and binding on the Company in accordance with its terms and is in full force and effect. None of the Company or, to Seller’s knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any written notice of any intention to terminate, any Material Contract. Complete and correct copies of each Material Contract (including all modifications, amendments, and supplements thereto and waivers thereunder) have been made available to Buyer.

Section 3.11 Real Estate.

(a) The Company does not own any real property other than the Real Estate.

(b) The Company has good and valid (and, in the case of the Real Estate, good and indefeasible fee simple) title to all Company Property and personal property and other assets reflected in the Financial Statements or acquired after the Balance Sheet Date (other than properties

and assets sold or otherwise disposed of in the ordinary course of business consistent with past practice since the Balance Sheet Date). All Real Estate and such personal property and other assets (including leasehold interests) owned or held for use in the business are free and clear of Encumbrances except for those items set forth in Schedule 3.11(b).

(c) The Seller has good and valid (and, in the case of the Real Estate, good and indefeasible fee simple) title to the Trust Property.

(d) Each of the Seller and the Company is not a sublessor or grantor under any sublease or other instrument granting to any other Person any right to possess, lease, occupy, or use any of the Real Estate. Each of Seller's and the Company's use of the Real Estate does not violate in any material respect any Law, covenant, restriction, easement, license, permit, or Contract, and no material improvements constituting a part of the Real Estate encroach on real property owned or leased by a Person other than the Company.

(e) Seller and Company each has not received any written notice of (i) violations of building codes and/or zoning ordinances or other governmental or regulatory laws affecting the Real Estate, (ii) existing, pending or, to Seller's knowledge, threatened condemnation proceedings affecting the Real Estate, (iii) existing, pending or, to Seller's or the Company's knowledge, threatened zoning, building code or other moratorium proceedings, or (iv) existing, pending or, to Seller's knowledge, threatened environmental violations affecting the Real Estate, or similar matters which could reasonably be expected to adversely affect the ability to operate the Real Estate as currently operated. Except as set forth on Schedule 3.11(e), neither the whole nor any material portion of any Real Estate has been damaged or destroyed by fire or other casualty.

(f) The Real Estate is sufficient for the operation of the business of the Company as currently conducted and constitutes all of the real property necessary to conduct the business of the Company as currently conducted.

(g) The Real Estate is adequate and suitable for the purposes for which the Real Estate is presently being used. Neither the Real Estate, nor the operation or maintenance of the Real Estate, violates any restrictive covenant or any provision of any applicable law, or encroaches on any real property owned by others. No condemnation proceeding is pending or, to the knowledge of Seller, threatened which would preclude or impair the use of the Real Estate for the purposes for which they are currently used. As further described on Schedule 3.11(g), there is a proposed easement that would allow utility lines through the parking lot, but would not materially impair the present use of the Company Property. There are no outstanding mechanic's liens or, to the knowledge of Seller or the Company, rights to claim a mechanic's lien in favor of any contractor, materialman or laborer or any other person or entity engaged by Seller or the Company in connection with the Real Estate except as may be related to the HVAC Replacement. Except as set forth on Schedule 3.11(g), the Real Estate, including without limitation, the roof, plumbing, and electrical systems of the Real Estate are in good repair, normal wear and tear excepted.

Section 3.12 Title to Real Estate. Each of Seller and the Company has good, marketable and indefeasible fee simple title to the Trust Property, and the Company has good, marketable and indefeasible fee simple title to the Company Property, free and clear of any and all liens, encumbrances, security interests and other burdens of every kind, except for the Permitted

Encumbrances. There are no material legal actions, suits, or other legal or administrative proceedings, including condemnation actions threatened against the Real Estate. Except as set forth on Schedule 3.12, there are no leases, tenancies, or other rights of occupancy for use of any portion of the Real Estate. Seller does not have knowledge of any violations of federal, state, or municipal laws, ordinances, orders, regulations, or requirements affecting any portion of the Real Estate as of the date of this Agreement. Seller has no knowledge of any deposits, storage, disposal, removal, burial, discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum or chemical liquids or solids, liquid or gaseous products or any hazardous materials (including but not limited to asbestos), as those terms are used in any applicable law, code, or ordinance including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 at, upon, under or within the Real Estate.

Section 3.13 Intellectual Property.

(a) The term “Intellectual Property” means any and all of the following in any jurisdiction throughout the world: (i) issued patents and patent applications; (ii) trademarks, service marks, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing; (iii) copyrights, including all applications and registrations; (iv) trade secrets, know-how, inventions (whether or not patentable), technology, and other confidential and proprietary information and all rights therein; and (v) internet domain names and social media accounts and pages.

(b) Schedule 3.13(b) lists all Intellectual Property that are owned by the Company (the “Company IP Registrations”). To Seller’s knowledge, the Company owns or has the valid and enforceable right to use all Intellectual Property used or held for use in or necessary for the conduct of the Company’s business as currently conducted (the “Company Intellectual Property”), free and clear of all Encumbrances. All of the Company Intellectual Property is valid and enforceable, and all Company IP Registrations are subsisting and in full force and effect. The Company has taken all reasonable and necessary steps to maintain and enforce the Company Intellectual Property.

(c) The Company has not, to the knowledge of the Company, infringed, misappropriated, or otherwise violated the Intellectual Property rights of any Person. No Person, to the knowledge of the Company, has infringed, misappropriated, or otherwise violated any Company Intellectual Property.

Section 3.14 Insurance. Schedule 3.14 sets forth a true and complete list of all current policies or binders of insurance maintained by the Company and relating to the assets, business, operations, employees, officers, and directors of the Company (collectively, the “Insurance Policies”). Such Insurance Policies: (a) are in full force and effect; (b) are valid and binding in accordance with their terms; (c) are provided by carriers who are financially solvent; and (d) have not been subject to any lapse in coverage. The Company has not received any written notice of cancellation of or material alteration of coverage under, any of such Insurance Policies. All premiums due on such Insurance Policies have been paid. None of Seller or any of its Affiliates (including the Company) is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any Insurance Policy. The Insurance Policies are of the type

and in the amounts customarily carried by Persons conducting a business similar to the Company and are sufficient for compliance with all applicable Laws and Contracts to which the Company is a party or by which it is bound. For purposes of this Agreement: (x) “Affiliate” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person; and (y) the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or other ownership interests, by contract, or otherwise.

Section 3.15 Legal Proceedings; Governmental Orders; Exclusions.

(a) Except as set forth on Schedule 3.15, there are no claims, actions, causes of action, demands, lawsuits, arbitrations, inquiries, audits, notices of violation, proceedings, litigation, citations, summons, subpoenas, or investigations of any nature, whether at law or in equity (collectively, “Actions”) pending or, to Seller’s knowledge, threatened against or by the Company, Seller, or any Affiliate of Seller: (i) relating to or affecting the Company or any of the Company’s properties or assets; or (ii) that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

(b) To Seller’s knowledge, there are no outstanding, and the Company is in material compliance with all, Governmental Orders against, relating to, or affecting the Company or any of its properties or assets.

(c) The Company and its shareholders, directors, officers, licensed health care providers, and other employees are not excluded from participation in Government Programs. The Company is not aware of any circumstances which may reasonably lead to the exclusion from participation in Government Programs and no such exclusion has been threatened in writing or is, to the knowledge of the Company, pending.

Section 3.16 Compliance with Laws; Permits.

(a) The Company has complied, and is now complying, with all Laws applicable to it or its business, properties, or assets in all material respects.

(b) All permits, licenses, Health Care Licenses, franchises, approvals, registrations, certificates, variances, and similar rights obtained, or required to be obtained, from Governmental Authorities (collectively, “Permits”) in order for the Company to conduct its business, including, without limitation, owning or operating any of the Real Estate, have been obtained and are valid and in full force and effect. Schedule 3.16(b) lists all current Permits issued to the Company, and no event has occurred that would reasonably be expected to result in the revocation or lapse of any such Permit.

(c) To Seller’s knowledge, the Company is not aware of any circumstance that may result in fines, penalties or other payments, or repayments, required to be made to any Governmental Authority (including, but not limited to, return of overpayments) under the federal Anti-Kickback Law, federal Physician Self-Referral Law (“Stark Law”), federal False Claims Act,

federal Civil Monetary Penalties Law, Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Health Information Technology for Economic and Clinical Health (“HITECH”) Act, and other similar federal and state laws in connection with the operation of the Company and use of the Real Estate.

Section 3.17 Environmental Matters.

(a) The terms: (i) “Environmental Laws” means all Laws, now or hereafter in effect, in each case as amended or supplemented from time to time, relating to the regulation and protection of human health, safety, the environment, and natural resources, including any federal, state, or local transfer of ownership notification or approval statutes; and (ii) “Hazardous Substances” means: (A) “hazardous materials,” “hazardous wastes,” “hazardous substances,” “industrial wastes,” or “toxic pollutants,” as such terms are defined under any Environmental Laws; (B) any other hazardous or radioactive substance, contaminant, or waste; and (C) any other substance with respect to which any Environmental Law or Governmental Authority requires environmental investigation, regulation, monitoring, or remediation.

(b) For the last six (6) years, the Company has materially complied, and is now complying, with all applicable Environmental Laws. Neither the Company nor Seller has received notice from any Person that the Company, its business or assets, or any real property currently or formerly owned, leased, or used by the Company is or may be in material violation of any Environmental Law or any applicable Law regarding Hazardous Substances in the last six (6) years.

(c) For the last six (6) years, there has not been any spill, leak, discharge, injection, escape, leaching, dumping, disposal, or release of any kind of any Hazardous Substances in violation of any Environmental Law: (i) with respect to the business or assets of the Company; or (ii) at, from, in, or on any real property currently or formerly owned, leased, or used by the Company. Except for chemicals or supplies that may qualify as Hazardous Substances that result from the use of equipment in the ordinary course of business, to Seller’s knowledge there are no Hazardous Substances in, on, about, or migrating to any real property currently or formerly owned, leased or used by the Company, and such real property is not affected in any materially adverse way by any Hazardous Substances.

Section 3.18 Employee Benefit Matters.

(a) Schedule 3.18(a) contains a true and complete list of each “employee benefit plan” as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 (as amended, and including the regulations thereunder, “ERISA”), whether or not written and whether or not subject to ERISA, and each supplemental retirement, compensation, employment, consulting, profit-sharing, deferred compensation, incentive, bonus, equity, change in control, retention, severance, salary continuation, and other similar agreement, plan, policy, program, practice, or arrangement which is or has been established, maintained, sponsored, or contributed to by the Company or under which the Company has or may have any Liability (each, a “Benefit Plan”).

(b) For each Benefit Plan, Seller has made available to Buyer accurate, current, and complete copies of each of the following: (i) the plan document with all amendments, or if not reduced to writing, a written summary of all material plan terms; (ii) any written contracts and arrangements related to such Benefit Plan, including trust agreements or other funding arrangements, and insurance policies, certificates, and contracts; (iii) in the case of a Benefit Plan intended to be qualified under Section 401(a) of the Code, the most recent favorable determination or national office approval letter issued by the Internal Revenue Service and any legal opinions issued thereafter with respect to the Benefit Plan's continued qualification; (iv) the most recent Form 5500 filed with respect to such Benefit Plan; and (v) any material notices, audits, inquiries, or other correspondence from, or filings with, any Governmental Authority relating to the Benefit Plan;

(c) Each Benefit Plan and related trust has been established, administered, and maintained in accordance with its terms and in compliance with all applicable Laws (including ERISA and the Code). Nothing has occurred with respect to any Benefit Plan that has subjected or could reasonably be expected to subject the Company or, with respect to any period on or after the Closing Date, Buyer or any of its Affiliates, to a civil action, penalty, surcharge, or Tax under applicable Law or which would jeopardize the previously-determined qualified status of any Benefit Plan. All benefits, contributions, and premiums relating to each Benefit Plan have been timely paid in accordance with the terms of such Benefit Plan and all applicable Laws and accounting principles.

(d) The Company has not incurred and does not reasonably expect to incur: (i) any Liability under Title I or Title IV of ERISA, any related provisions of the Code, or applicable Law relating to any Benefit Plan; or (ii) any Liability to the Pension Benefit Guaranty Corporation. No complete or partial termination of any Benefit Plan has occurred or is expected to occur.

(e) The Company has not now or at any time within the previous six (6) years contributed to, sponsored, or maintained: (i) any "multiemployer plan" as defined in Section 3(37) of ERISA; (ii) any "single-employer plan" as defined in Section 4001(a)(15) of ERISA; (iii) any "multiple employer plan" as defined in Section 413(c) of the Code; (iv) any "multiple employer welfare arrangement" as defined in Section 3(40) of ERISA; (v) a leveraged employee stock ownership plan described in Section 4975(e)(7) of the Code; or (vi) any other Benefit Plan subject to required minimum funding requirements.

(f) Other than as required under Sections 601 to 608 of ERISA or other applicable Law, no Benefit Plan provides post-termination or retiree welfare benefits to any individual for any reason.

(g) Neither the execution of this Agreement nor any of the transactions contemplated by this Agreement will, either alone or in combination with any other event: (i) entitle any current or former director, officer, employee, independent contractor, or consultant of the Company to any severance pay, increase in severance pay, or other payment; (ii) accelerate the time of payment, funding, or vesting, or increase the amount of compensation (including stock-based compensation) due to any such individual; (iii) limit or restrict the right of the Company to amend or terminate any Benefit Plan; (iv) increase the amount payable under any Benefit Plan; (v) result in any "excess parachute payments" within the meaning of Section 280G(b) of the Code; or

(vi) require a “gross-up” or other payment to any “disqualified individual” within the meaning of Section 280G(c) of the Code.

Section 3.19 Employment Matters.

(a) Schedule 3.19(a) lists: (i) all employees, independent contractors, and consultants of the Company; and (ii) for each individual described in clause (i), (A) the individual’s title or position, hire date, and calendar year 2021 and 2022 salary or compensation rate, and (B) any Contracts entered into between the Company and such individual. All compensation due and payable to all employees, independent contractors, or consultants of the Company for services performed on or for the six (6) years prior to the Closing Date has been paid in full in all material respects.

(b) The Company is not, and has not been in the last six (6) years, a party to or bound by any collective bargaining agreement or other Contract with a union or similar labor organization (collectively, “Union”), and no Union has represented or purported to represent, to the knowledge of Seller, any employee of the Company. In the last six (6) years, there has never been any threat of, any strike, work stoppage, slowdown, picketing, or other similar labor disruption or dispute affecting the Company or any of its employees related to a collective bargaining dispute.

(c) The Company is and has been, for the last six (6) years, in compliance, in all material respects, with: (i) all applicable employment Laws and agreements regarding hiring, employment, termination of employment, plant closings and mass layoffs, employment discrimination, harassment, retaliation, and reasonable accommodation, leaves of absence, terms and conditions of employment, wages and hours of work, employee classification, employee health and safety, engagement and classification of independent contractors, payroll taxes, and immigration with respect to all employees, independent contractors, and contingent workers; and (ii) all applicable Laws relating to the relations between it and any labor organization, trade union, work council, or other body representing employees of the Company.

Section 3.20 Taxes¹.

(a) All returns, declarations, reports, information returns and statements, and other documents relating to Taxes (including amended returns and claims for refund) (collectively, “Tax Returns”) required to be filed by the Company on or before the Closing Date have been timely filed. Such Tax Returns are true, correct, and complete in all material respects. All Taxes due and owing by the Company (whether or not shown on any Tax Return) have been timely paid. No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of the Company. Seller has delivered to Buyer copies of all material Tax Returns and examination reports of the Company and statements of deficiencies assessed against, or agreed to by, the Company, for all Tax periods ending after December 31, 2017. The term “Taxes” means all federal, state, local, foreign, and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp,

¹ NTD: Section 3.20 remains subject to Buyer tax counsel review.

occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties, or other taxes, fees, assessments, or charges of any kind whatsoever, together with any interest, additions, or penalties with respect thereto.

(b) The Company has not been a member of an affiliated, combined, consolidated, or unitary Tax group for Tax purposes. The Company has no Liability for Taxes of any Person (other than the Company) under Treasury Regulations Section 1.1502-6 (or any corresponding provision of state, local, or foreign Law), as transferee or successor, by contract, or otherwise.

(c) There are no liens for Taxes (other than for current Taxes not yet due and payable) upon the assets of the Company.

(d) Seller is not a “foreign person” as that term is used in Treasury Regulations Section 1.1445-2. The Company is not, nor has it been, a United States real property holding corporation (as defined in Section 897(c)(2) of the Code) during the applicable period specified in Section 897(c)(1)(a) of the Code.

(e) The Company has timely and properly withheld, deducted or collected all Taxes required to have been withheld, deducted or collected in connection with amounts received by, or paid or owing to, any shareholder, employee, creditor, independent contractor, customer or other third party and, to the extent required, has timely remitted or paid such Taxes to the proper Governmental Authority.

(f) No Tax audits or administrative or judicial Tax proceedings or other investigations, examinations or other challenges regarding Taxes are being conducted or are pending or, to the knowledge of the Company, threatened in writing, with respect to the Company, nor has the Company been notified in writing of any request for such an audit or other examination.

(g) The Company is not a party to or bound by any Tax allocation or Tax sharing agreement with any other Person, and the Company has no contractual obligation to indemnify any other Person with respect to Taxes (other than contracts entered into in the ordinary course of business, the principal purpose of which is not related to Taxes)

(h) The Company will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period, or portion thereof, ending after the Closing Date as a result of (i) any adjustment under Section 481 of the Code (or any similar provision of applicable state or local law) by reason of any change in accounting method or otherwise, (ii) any “closing agreement” as described in Section 7121 of the Code (or any corresponding or similar provision or applicable state and local) or any ruling received from any governmental entity executed on or before the Closing Date, (iii) any prepaid amount received on or before the Closing Date or (iv) any election under Section 108(i) of the Code.

(i) The Company has not been a party to a “reportable transaction” within the meaning of Section 6707A(c)(1) of the Code or Treasury Regulation Section 1.6011-4(b).

(j) [The Company has not deferred payment of the employer or employee portion of any Tax pursuant to Section 2302 of the CARES Act or the Presidential Memorandum

on Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster (as issued on August 8, 2020), IRS Notice 2020-65 and Notice 2021-11.]²

(k) Since January 1, 2018, the Company has not received a nexus questionnaire or a claim by any Governmental Authority in a jurisdiction where the Company does not file Tax Returns that it is or may be subject to taxation by that jurisdiction or obligated to file a Tax Return in such jurisdiction.

(l) Since the Balance Sheet Date, the Company has not (i) made, changed, or rescinded any Tax election; (ii) changed an annual accounting period or accounting method, (iii) filed any amended Tax Return; (iv) entered into any closing agreement or settled any Tax claim; or (v) surrendered any claim for a refund of Taxes.

Section 3.21 Books and Records. The minute books and share record and transfer books of the Company, all of which are in the possession of the Company and have been made available to Buyer, are complete and correct in all material respects.

Section 3.22 Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Seller.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF BUYER AND REAL ESTATE BUYER

Buyer and Real Estate Buyer, jointly and severally, represent and warrant to Seller that the statements contained in this ARTICLE IV are true and correct as of the date hereof.

Section 4.01 Organization and Authority. DBS Management Group is a limited liability company duly organized, validly existing, and in good standing under the Laws of the State of Illinois. Real Estate Buyer is a limited liability company duly organized, validly existing, and in good standing under the Laws of the State of Illinois. Each of Buyer and Real Estate Buyer has full power and authority to enter into this Agreement and the other Transaction Documents to which Buyer and Real Estate Buyer is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by each of Buyer and Real Estate Buyer of this Agreement and any other Transaction Document to which each of Buyer and Real Estate Buyer is a party, the performance by Buyer and Real Estate Buyer of each of its obligations hereunder and thereunder, and the consummation by Buyer and Real Estate Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite action on the part of Buyer and Real Estate Buyer. This Agreement and each Transaction Document constitute legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

Section 4.02 No Conflicts; Consents. The execution, delivery, and performance by each of Buyer and Real Estate Buyer of this Agreement and the other Transaction Documents to which

² Note to Buyer: Reserved. Subject to confirmation.

it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not, except as set forth on Schedule 4.02: (a) violate or conflict with any provision of the articles of organization, operating agreement, or other governing documents of Buyer or Real Estate Buyer; (b) violate or conflict with any provision of any Law or Governmental Order applicable to Buyer or Real Estate Buyer; or (c) require the consent, notice, declaration, or filing with or other action by any Person or require any Permit, license, or Governmental Order.

Section 4.03 Investment Purpose. Buyer is acquiring the Shares solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof or any other security related thereto within the meaning of the Securities Act of 1933, as amended (the "Securities Act"). Buyer acknowledges that Seller has not registered the offer and sale of the Shares under the Securities Act or any state securities laws, and that the Shares may not be pledged, transferred, sold, offered for sale, hypothecated, or otherwise disposed of except pursuant to the registration provisions of the Securities Act or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable.

Section 4.04 Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer or Real Estate Buyer.

ARTICLE V. COVENANTS

Section 5.01 Confidentiality. From and after the Closing, the parties shall, and shall cause their respective Affiliates and its and their respective directors, officers, employees, consultants, counsel, accountants, and other agents (collectively, "Representatives") to, hold in confidence any and all information, in any form, concerning the Company, the parties hereto, and their Affiliates and the transactions contemplated by this Agreement, except to the extent that a party can show that such information: (a) is generally available to and known by the public through no fault of such party, any of its Affiliates, or their respective Representatives; or (b) is lawfully acquired such disclosing party and such party's Affiliate, or any of their Representatives from and after the Closing from sources which are not prohibited from disclosing such information by any obligation. If a disclosing party or any of its Affiliates or their respective Representatives are compelled to disclose any information by Governmental Order or Law, such party shall promptly notify Buyer and one the one hand, or Seller, on the other hand, in writing, and shall disclose only that portion of such information that is legally required to be disclosed; *provided, however*, each party hereto and its Affiliates and Representatives shall use reasonable best efforts to obtain as promptly as possible an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

Section 5.02 Non-Competition; Non-Solicitation.

(a) For a period of five (5) years commencing on the Closing Date (the "Restricted Period"), Seller shall not, and shall not permit any of its Affiliates to, directly or indirectly: (i) engage in or assist others in engaging in a health care facility offering the same or similar services as the Company (the "Restricted Business") within a 100 mile radius of the Real

Estate (the “Territory”); (ii) have an interest in any Person that engages, directly or indirectly, in the Restricted Business in the Territory in any capacity, including as a partner, stockholder, director, officer, member, manager, employee, contractor, principal, agent, volunteer, intern, advisor, or consultant; or (iii) intentionally interfere in any material respect with the business relationships (whether formed prior to or after the date of this Agreement) between the Company and customers or suppliers of the Company. Notwithstanding the foregoing, Seller may own, directly or indirectly, solely as an investment, securities of any Person traded on any national securities exchange if Seller is not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own five percent (5%) or more of any class of securities of such Person.

(b) During the Restricted Period, Seller shall not, and shall not permit any of its Affiliates to hire or solicit any current or former employee of the Company or encourage any employee to leave the Company’s employment, except pursuant to a general solicitation which is not directed specifically to any such employees; *provided, however*, nothing in this Section 5.02(b) shall prevent Seller or any of its Affiliates from hiring: (i) any employee terminated by the Company; or (ii) after one hundred eighty (180) days from the date of resignation, any employee that has resigned from the Company.

(c) Seller acknowledges that a breach or threatened breach of this Section 5.02 would give rise to irreparable harm to Buyer, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by Seller of any such obligations, Buyer shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, or specific performance (without any requirement to post bond).

(d) Seller acknowledges that the restrictions contained in this Section 5.02 are reasonable and necessary to protect the legitimate interests of Buyer and constitute a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in this Section 5.02 should ever be adjudicated to exceed the time, geographic, product or service, or other limitations permitted by applicable Law in any jurisdiction or any Governmental Order, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service, or other limitations permitted by applicable Law or such Governmental Order. The covenants contained in this Section 5.02 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

Section 5.03 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents and instruments and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

**ARTICLE VI.
TAX MATTERS**

Section 6.01 Tax Covenants.

(a) With respect to any transfer, documentary, sales, use, stamp, registration, value added, and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents regarding the transfer of the Real Property, such taxes, costs and fees shall be borne by Real Estate Buyer. Notwithstanding the foregoing financial obligations as agreed to by the Parties, all necessary Tax Returns with respect to all Taxes shall be filed by the party primarily or customarily responsible under the applicable Law for filing such Tax Returns.

(b) Buyer shall prepare and file, or cause to be prepared and filed, all Tax Returns required to be filed by the Company after the Closing Date with respect to any taxable period or portion thereof ending on or before the Closing Date and all Straddle Periods (as defined below); provided, however, Buyer shall provide copies of all such Tax Returns to Seller for review no less than thirty (30) days prior to filing, and Buyer shall not make or cause to be made any filing of a Tax Return without the prior written consent of Seller, which consent shall not be unreasonably withheld, delayed or conditioned. Any such Tax Return shall be prepared in a manner consistent with past practice (unless otherwise required by Law) and without a change of any election or any accounting method.

Section 6.02 Straddle Period. In the case of Taxes that are payable with respect to a Straddle Period, the portion of any such Taxes that are allocated to Pre-Closing Tax Periods for purposes of this Agreement shall be: (a) in the case of Taxes: (i) based upon, or related to, income, receipts, profits, wages, capital, or net worth; (ii) imposed in connection with the sale, transfer, or assignment of property; or (iii) required to be withheld, the amount of Taxes which would be payable if the taxable year ended with the Closing Date; and (b) in the case of other Taxes, the amount of such Taxes for the entire period multiplied by a fraction, the numerator of which is the number of days in the period ending on the Closing Date and the denominator of which is the number of days in the entire period. "Straddle Period" means in the case of any Tax period that begins on or before and ends after the Closing Date.

Section 6.03 Termination of Existing Tax Sharing Agreements. Any and all existing Tax sharing agreements (whether written or not) binding upon the Company shall be terminated as of the Closing Date. After such date neither the Company, Seller, nor any of Seller's Affiliates and their respective Representatives shall have any further rights or liabilities thereunder.

Section 6.04 No Section 336(e) Election. Buyer and Seller hereby agree that the parties hereto will not make or cause to be made an election under Section 336(e) of the Code with respect to the transactions contemplated by this Agreement.

Section 6.05 Cooperation and Exchange of Information. Seller and Buyer shall provide each other with such cooperation and information as either of them reasonably may request of the other in filing any Tax Return pursuant to this **Error! Bookmark not defined.** ARTICLE VI or in connection with any proceeding in respect of Taxes of the Company, including providing

copies of relevant Tax Returns and accompanying documents. Each of Seller and Buyer shall retain all Tax Returns and other documents in its possession relating to Tax matters of the Company for any Pre-Closing Tax Period (collectively, "Tax Records") until the expiration of the statute of limitations of the taxable periods to which such Tax Records relate.

Section 6.06 Tax Refunds. All refundable Tax credits to which the Company becomes entitled to or receives after the Closing Date, including but not limited to any refund as a result of the employee retention tax credit set forth in Section 2301 of the CARES Act (as modified by the Consolidated Appropriations Act of 2021), shall be for the benefit of Seller to the extent such Tax credit relates to a Pre-Closing Tax Period. Buyer shall pay or cause to be paid to Seller all Tax refunds received relating to the Pre-Closing Tax Period (net of any reasonable out-of-pocket costs or expenses incurred by the Company in obtaining such refund or credit) within thirty (30) days of receipt of such Tax refund.

ARTICLE VII. INDEMNIFICATION

Section 7.01 Indemnification by Seller. Subject to the other terms and conditions of this **Error! Bookmark not defined.**ARTICLE VII, Seller shall indemnify and defend each of Buyer and Real Estate Buyer (collectively, the "Buyer Indemnitees") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all any loss, damage, liability, deficiency, Action, judgment, interest, award, penalty, fine, cost or expense of whatever kind (collectively, including reasonable attorneys' fees and the cost of enforcing any right to indemnification under this Agreement, "Losses") incurred or sustained by, or imposed upon, Buyer Indemnitees based upon, arising out of, with respect to, or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement or the other Transaction Documents;

(b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Seller pursuant to this Agreement or the other Transaction Documents; and

(c) any and all (i) Taxes (or nonpayment thereof) of the Company for all Pre-Closing Tax Periods, (ii) Taxes of any member of an affiliated, consolidated, combined, or unitary group of which the Company (or any predecessor of the Company) is or was a member on or prior to the Closing Date by reason of a liability under Treasury Regulation Section 1.1502-6 or any comparable provisions of foreign, state, or local Law; and (iii) Taxes of any Person imposed on the Company arising under the principles of transferee or successor liability or by contract, relating to an event or transaction occurring before the Closing Date.

The term "Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and, with respect to any Straddle Period, the portion of such Straddle Period allocable to the Pre-Closing Tax Period in accordance with Section 6.02.

Section 7.02 Indemnification by Buyer and Real Estate Buyer. Subject to the terms and conditions of this **Error! Bookmark not defined.**ARTICLE VII, Buyer and Real Estate Buyer shall jointly and severally indemnify and defend each of Seller and its Affiliates and their respective Representatives (collectively, the "Seller Indemnitees") against, and shall hold each of

them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, with respect to, or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement or the other Transaction Documents; and

(b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Buyer pursuant to this Agreement or the other Transaction Documents.

Section 7.03 Limitations on Liability. Notwithstanding any other provisions of this Agreement and any of the Transaction Documents to the contrary:

(a) Seller shall have no liability pursuant to claims under this ARTICLE VII with respect to the amount of any (i) insurance proceeds (including proceeds from title insurance) in respect of such claims that are actually received by any Seller Indemnitee hereunder reduced by Buyer's costs and expenses (including attorneys' fees and expenses) of recovery or collection, including deductibles, retentions, or similar costs or payments, (ii) indemnification or recovery of Losses from a third party for such claims that are actually received by any Seller Indemnitee hereunder, or (iii) Losses resulting from the HVAC Replacement so long as Seller satisfies its financial obligations set forth in the Side Letter. For the avoidance of doubt, other than Seller's obligations set forth in the Side Letter to pay for the HVAC Replacement, Seller shall have no liability pursuant to claims under this ARTICLE VII for costs incurred as a result of repairs, maintenance, service charges, or related costs of any kind with respect to the Company's HVAC system and its components and accessories prior to or after the HVAC Replacement. Notwithstanding the foregoing, prior to recovery against Seller, Buyer Indemnitees shall use commercially reasonable efforts to recover against any and all insurance policies that may reasonably cover such Losses.

(b) All amounts paid by or on behalf of Seller as indemnification shall be treated as adjustments to the Purchase Price, except as required by Law.

(c) No claim for indemnification pursuant to Section 7.01(a) (other than claims arising out of or based upon the breach of Fundamental Representations (as defined in Section 7.06)) may be made by Buyer Indemnitees unless or until the aggregate amount of Losses for all claims for indemnification under Section 7.01(a) (other than claims arising out of or based upon the breach of Fundamental Representations) exceeds, in the aggregate, Twenty Five Thousand Dollars (\$25,000.00) (the "Basket"). Upon the occurrence of Buyer's Losses exceeding the Basket, Buyer will only be entitled to seek payment from losses in excess of the Basket.

(d) The aggregate liability of Seller for all Losses shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000); provided, however, Seller's obligations to pay for the HVAC Replacement pursuant to the Side Letter shall not reduce said amount.

(e) With respect to claims for indemnification arising from any inaccuracy or breach of Fundamental Representations, the maximum aggregate liability of the Seller for Losses shall be limited to an amount equal to the Purchase Price.

(f) In no event shall Seller, Buyer or Real Estate Buyer be liable to for any punitive, consequential or indirect damages or Losses of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any Losses based on any type of multiple.

Section 7.04 Buyer shall take, and cause its Affiliates to take, all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that gives rise thereto.

Section 7.05 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder and the party entitled to indemnification under this ARTICLE VII (the “Indemnified Party”) receives written notice of any such claim from the other party (the “Indemnifying Party”). In connection with any claim giving rise to indemnity hereunder (each, a “Claim Notice”) resulting from or arising out of any Action by a Person who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action within thirty (30) days after delivery of a Claim Notice, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom; *provided, however*, Indemnifying Party will only be responsible upon settlement of a claim to the extent and in the amount that such claim is a valid indemnification claim entitled to indemnification hereunder. The Indemnifying Party shall not settle any Action without the Indemnified Party’s prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed).

Section 7.06 Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein and all related rights to indemnification shall survive the Closing and shall remain in full force and effect until the date that is twelve (12) months from the Closing Date; *provided, however*, the representations and warranties in Section 3.01 (Authority of Seller), Section 3.02 (Authority of Company), Section 3.03 (Capitalization), Section 3.04 (Subsidiaries), Section 3.20 (taxes), Section 3.22 (Seller’s Broker), Section 4.01 (Authority of Buyer) and Section 4.04 (Buyer’s Broker) (together, the “Fundamental Representations”) will expire six (6) years following the Closing Date. Notwithstanding the foregoing, any claims which are timely asserted in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

Section 7.07 Exclusive Remedies. Notwithstanding anything to the contrary contained in this ARTICLE VII, the rights of the Indemnified Parties are intended to, and shall, provide the exclusive remedy for money damages as to all Losses that they may incur arising from or relating to the transactions contemplated hereby and any other Transaction Documents. Notwithstanding the foregoing, neither this Section 7.07, nor any other provision of this Agreement or any other

Transaction Documents shall be interpreted to limit the rights or remedies of any party hereto in the case of fraud, intentional misrepresentation or willful misconduct or in respect of the pursuit of specific performance or injunctive relief.

**ARTICLE VIII.
MISCELLANEOUS**

Section 8.01 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 8.02 Notices. All notices, claims, demands, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand; (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email of a PDF document (with confirmation of transmission) if sent at or prior to 4:59 P.M. Central Time, and on the next business day if sent after 5:00 P.M. Central Time; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid, if sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 8.02):

If to Seller:	[SELLER ADDRESS] [Address] Telephone: [●] Email: [●] Attention: [●]
with a copy (which shall not constitute notice) to:	Ice Miller LLP 200 W. Madison Street, Suite 3500 Chicago, IL 60606 Telephone: (312) 726-8124 Email: ethan.rii@icemiller.com Attention: Ethan Rii
If to Buyer or Real Estate Buyer:	DBS Lotus Management Group, LLC [Address] Telephone: [●] Email: [●] Attention: [●]
with a copy (which shall not constitute notice) to:	Stinson LLP 7700 Forsyth Blvd., Suite 1100 St. Louis, MO 63105 Telephone: (314) 259-4530 Email: robert.faulkner@stinson.com Attention: Robert Faulkner

Section 8.03 Interpretation; Headings. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 8.04 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.

Section 8.05 Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents and the Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 8.06 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 8.07 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right or remedy arising from this Agreement shall operate or be construed as a waiver thereof. No single or partial exercise of any right or remedy hereunder shall preclude any other or further exercise thereof or the exercise of any other right or remedy.

Section 8.08 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction). Any legal suit, action, proceeding, or dispute arising out of or related to this Agreement, the other Transaction Documents, or the transactions contemplated hereby or thereby may be instituted in the federal courts of the United States of America or the courts of the State of Illinois in each case located in Madison county, Illinois, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY

APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS AND SCHEDULES ATTACHED TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (II) EACH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (III) EACH PARTY MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY; AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 8.09 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 8.10 Public Announcements. The parties hereto shall not issue any press release, publicity statement, or other public notice relating to this Agreement or the transactions contemplated hereby without first obtaining the written consent of Buyer and Seller to the issuance of such release.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

Lisa Balbona, Trustee of The Hector N. Zevallos
Revocable Trust

COMPANY:

THE HOPE CLINIC FOR WOMEN, LTD.

By: _____
Name: _____
Title: _____

BUYER:

DBS LOTUS MANAGEMENT GROUP, LLC

By: _____
Name: Chelsea Souder
Title: Manager

Julie Burkhart

Kathryn Dean

REAL ESTATE BUYER:

DBS LOTUS MANAGEMENT HOLDING
COMPANY, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

REAL ESTATE

PARCEL 1:

Lots 13, 14 and 15 in Block 34 of the Original Plat of Granite City, according to the plat thereof recorded in Recorder's Office of Granite City, Illinois, in Plat Book 5 pages 55 and 56.

PARCEL 2:

Lot 3 in Block 34 in the Original Plat of Granite City, according to the plat thereof recorded in Plat Book 5 page 55 and 56, in Madison County, Illinois.

PARCEL 3:

Lot 4 in Block 34 in the Original Plat of Granite City, according to the plat thereof recorded in Plat Book 5 page 55 and 56, in Madison County, Illinois.

PARCEL 4:

Lot Number Five (5) in Block Thirty-four (34), Original Plat of Granite City, Illinois, as the same appears from the Plat thereof recorded in Plat Book 5 page 55 and 56 of the Recorder's Office of Madison County, Illinois.

PARCEL 5:

The Northwesternly 30 feet of Lot 10 and the Southwesterly 10 feet of Lot 11 in Block 34 of the Original Plat of Granite City, according to the Plat thereof recorded in Plat Book 5 pages 55 and 56, Madison County, Illinois.

EXHIBIT B

APPROVAL OF CHANGE OF OWNERSHIP EXEMPTION

EXHIBIT C
SIDE LETTER

LEASE

FUNDAMENTAL LEASE PROVISIONS

1.01 Parties

LANDLORD

DBS Lotus Management Holding
Company, LLC,
an Illinois limited liability company

Address for Notices/Payments

1602 21st Street
Granite City, IL 62040
Attn: Chelsea Souder

TENANT

Hope Clinic for Women, Ltd.,
an Illinois corporation

Address for Notices

1602 21st Street
Granite City, IL 62040
Attn: Chelsea Souder

1.02 Leased Premises

The property commonly known and addressed as 1602 East 21st Street, Granite City, Illinois 62040 as more fully described on Exhibit A (the "Leased Premises")

1.03 Use

Medical Facility

1.04 Initial Term

Commencement Date:	June 1, 2022
Termination Date:	May 31, 2047

2.01 Rent

Annual Rent commencing June 1, 2022:	\$237,600
Monthly Installments:	\$19,800

SECTION I. PARTIES, PREMISES, TERM

1.01 Parties. The parties to this Lease (hereinafter referred to as “Landlord” and “Tenant”) are shown on the Fundamental Lease Provisions of this Lease (hereinafter referred to as the “Fundamental Lease Provisions”), which Fundamental Lease Provisions and Signature Page are integral parts of this Lease. The provisions set forth on the Fundamental Lease Provisions are incorporated herein by this reference and, to the extent that such provisions differ or conflict with the other provisions of this Lease, the provisions contained in the Fundamental Lease Provisions shall control.

1.02 Notices. Any notice, demand, request, consent, approval or other communication which either party hereto is required to give or make or communicate upon or to the other shall be in writing and shall be deemed validly given when personally delivered or two (2) business days after mailed by United States registered or certified mail, return receipt requested, to the addresses as shown on the Fundamental Lease Provisions, subject to the right of either party to designate a different address by notice similarly given.

1.03 Premises Leased. Landlord leases to Tenant and Tenant leases from Landlord the premises identified on the Fundamental Lease Provisions and further described on Exhibit A attached hereto and incorporated by reference herein (hereinafter referred to as the “Leased Premises”). The Leased Premises are leased subject to all existing restrictions, covenants, easements, rights and encumbrances of record, if any.

1.04 Use. The Leased Premises shall be used and occupied only for the purpose specified on the Fundamental Lease Provisions and for any other purpose consented to by Landlord. Tenant shall, at Tenant’s sole expense, comply with all laws, rules, regulations, requirements, and ordinances enacted or imposed by any governmental unit having jurisdiction over Tenant, the Leased Premises or Tenant’s business. Tenant shall not use or occupy the Leased Premises nor permit its use or occupancy for any unlawful use or purpose nor for any purpose which may be hazardous on account of fire, environmental concerns or otherwise.

1.05 Term. This Lease shall be for the Initial Term beginning on the Commencement Date as hereinafter defined and ending on the “Termination Date” specified on the Fundamental Lease Provisions, unless sooner terminated or later renewed as hereinafter provided. The Commencement Date shall be the date specified on the Fundamental Lease Provisions.

SECTION II. RENT AND ADJUSTMENTS TO RENT

2.01 Rent. Tenant shall pay to Landlord during the Term of this Lease the rental shown on the Fundamental Lease Provisions (hereinafter referred to as “Rent”), together with the Additional Rents herein reserved, all of which shall be payable without any setoff, or abatement, or deduction whatsoever. Rent shall be paid to Landlord in monthly installments as shown on the Fundamental Lease Provisions in advance and without demand, on the first (1st) day of each calendar month, during the entire Term of this Lease at the address specified on the Fundamental Lease Provisions, or to such other person or entity or to such other address as Landlord may designate in writing. During the renewal Term of this Lease, Tenant shall pay Landlord as Rent for the Leased Premises, the amount of \$237,600.00 as Annual Rent. Monthly installments of

Annual Rent during any renewal term shall be equal to the quotient of Annual Rent divided by twelve (12). Landlord will assess a charge of five percent (5%) of the monthly rent installment due for each month a payment is made more than ten (10) days after it shall be due. Tenant's obligation to pay all Rent due under this Lease shall survive the expiration or earlier termination of this Lease.

2.02 Additional Rent. All sums hereinafter designated Additional Rent and all other sums provided in this Lease to be paid by Tenant including, but not limited to, all charges, costs, and expenses for any services, goods or materials furnished by Landlord at Tenant's request, which are not required to be furnished by Landlord under this Lease, together with all interest and penalties that may accrue thereon in the event Tenant fails to pay such amount, and all damages and costs and expenses, including reasonable attorneys' fees, which Landlord may incur by reason of any default of Tenant or failure on Tenant's part to comply with the terms of this Lease shall be deemed to be "Additional Rent," and in the event of non-payment thereof by Tenant, Landlord shall have all of the rights and remedies with respect thereto as Landlord has for non-payment of the Rent reserved to be paid. All amounts due under this Lease as Additional Rent, except payments made directly to a governmental agency or a utility, shall be payable for the same periods and in the same manner, time and place as the Rent. All Additional Rent which is not paid within ten (10) days of their due date shall accrue interest of the lesser of the maximum contractual rate allowed by law or twelve percent (12%) per annum from their due date until paid.

2.03 Real Estate Taxes. Tenant shall pay to Landlord, as Additional Rent, any real estate taxes, ad valorem taxes or annual and special assessments imposed upon the land and/or buildings of which the Leased Premises are a part. At Landlord's option, Tenant shall either pay before delinquency such taxes and assessments directly to the taxing authority or pay such amount directly to Landlord within thirty (30) days of invoice therefor.

During the Term hereof, Tenant shall pay prior to delinquency all taxes assessed against and levied upon fixtures, furnishings, equipment and all other personal property of Tenant situated on the Leased Premises, and when possible Tenant shall cause said fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the real property demised to Tenant.

Tenant shall pay and discharge punctually, as and when the same shall become due and payable without penalty, all business, occupation and occupational license taxes and utility charges and fees, including water, sewer, gas, electricity and telephone charges and fees.

2.04 Property Insurance. Tenant agrees to pay Landlord in the same manner as is described in Section 2.03 above, all of Landlord's premiums for casualty, premises liability, fire and/or extended coverage insurance determined by Landlord to be required in connection with the Leased Premises.

SECTION III. GENERAL PROVISIONS

3.01 Payment of Services. Tenant shall pay for, as and when due, if any, all electric current, gas, trash removal, water, telephone or other utility services furnished to the Leased Premises

during the Term at the rate of the company or municipality supplying the service and according to any meter readings for the quantity furnished. Such payment shall be made directly to the supplying company or municipality, or the Landlord, as the case may be.

3.02 Damage or Destruction. If the Leased Premises shall be partially damaged by fire or other casualty insured under Landlord's insurance policies, then upon Landlord's receipt of the insurance proceeds, Landlord shall, except as otherwise provided herein, repair and restore the same substantially to the condition thereof immediately prior to such damage or destruction; limited, however, to the extent of the insurance proceeds received in hand by Landlord therefor. If by reason of such occurrence, (a) the Leased Premises are damaged in whole or in part as a result of a risk which is not covered by Landlord's insurance policies, or (b) the Leased Premises are damaged in whole or in part during the last year of the Term; or (c) the building(s) of which the Leased Premises forms a part is damaged to an extent of twenty percent (20%) or more of the then replacement value thereof then in any of such events, Landlord may elect either to repair the damage as aforesaid, or cancel this Lease by written notice of cancellation given to Tenant within sixty (60) days after the date of such occurrence, and thereupon this Lease shall cease and terminate with the same force and effect as though the date set forth in Landlord's said notice were the date herein fixed for the expiration of the Term hereof and Tenant shall immediately vacate and surrender the Leased Premises to Landlord. Upon the termination of this Lease as aforesaid, Tenant's liability for the rents reserved hereunder shall cease as of the effective date of the termination of this Lease. Unless this Lease is terminated by Landlord as aforesaid, this Lease shall remain in full force and effect. If the casualty renders the Leased Premised untenable in whole or in part, a proportionate abatement of the minimum rent and all Additional Rent shall be allowed from the date when the damage occurred until the date when the Leased Premises can be made tenantable or until the effective date of termination as herein provided, said abatement to be computed on the basis of the relation which the square foot area of the space rendered untenable bears to the aggregate square foot area of the Leased Premises.

3.03 Quiet Enjoyment. Landlord agrees that, subject to the terms, covenants, and conditions of this Lease, Tenant may, upon observing and complying with all terms, covenants, and conditions of this Lease, peaceably and quietly occupy the Leased Premises.

3.04 Environmental Matters. Tenant represents, warrants and covenants that it shall cause no leak, spill, discharge, emission or disposal of Hazardous Substances on or at the Leased Premises. The parties hereto covenant and agree, at their sole costs and expense, to indemnify, protect, defend and hold the other harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses (including, without limitation, attorneys' and experts' reasonable fees and disbursements) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against the other and arising from or out of any Hazardous Substances on, in, under or affecting all or any portion of the Leased Premises, which Hazardous Substances are not the result of the non-indemnifying party's use or operation of the Leased Premises.

As used herein, the term "Hazardous Substance" means any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State in

which the Leased Premises are located, or the United States government. "Hazardous Substance" includes any and all materials or substances which are defined as "hazardous waste," "extremely hazardous waste" or a "hazardous substance" pursuant to or regulated by state, federal or local governmental law including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq., the Federal Water Pollution Control Act Amendments of 1977, 33 U.S.C. §§1342 et seq., the Clean Water Act of 1977, 33 U.S.C. §§1251 et seq., the Clean Air Act, 42 U.S.C. §§7401 et seq., any so-called "Superlien" law, any "Right to Know" law established under the Emergency Planning and Community Right-to-Know Act of 1976, 42 U.S.C. §§11001 et seq., and the regulations enacted under each of these laws, each as amended from time to time, and any other similar federal, state or local statute or regulation. "Hazardous Substance" includes, but is not limited to, asbestos, polychlorobiphenyls and petroleum. The provisions under this entire Section shall survive the expiration or earlier termination of this Lease.

3.05 Maintenance and Repairs. Tenant agrees to keep the interior and exterior (including all structural and non-structural elements) of the Leased Premises, including, but not limited to, all plate glass windows, doors, dock bumpers, levelers, seals, roof and structural walls, plumbing, electrical and HVAC systems, foundations and floors in good order, condition and repair (including replacements).

Tenant agrees to keep in good order, condition and repair driveways, parking areas and sidewalks and to arrange for routine maintenance of the exterior of the building and the landscaping (grass cutting, lawn and shrubbery maintenance, tree watering, fertilizing, and pruning of trees and lawn) and debris pick up, and to promptly cause the removal of snow and ice from sidewalks, parking areas and driveways.

Landlord and its agents shall have the right to enter the Leased Premises after prior notice (except in the case of an emergency, when prior notice shall not be required) for the purpose of examination or for making any repairs, alterations or additions which it shall deem necessary for the safety or maintenance of the Leased Premises.

3.06 Landlord's Right to Maintain or Repair. Upon the default of Tenant of its obligations to maintain and repair the interior of Leased Premises, Landlord may, but shall not be required to, cause all required maintenance, repairs or replacements to be made, for Tenant's account, and Tenant shall promptly pay Landlord all costs incurred and said amount shall constitute and be collectible as Additional Rent.

3.07 Tenant's Improvements. No alteration, addition, improvement or refinishing of or to the Leased Premises shall be made by Tenant without the prior consent of Landlord. Any alteration, addition or improvement made by the Tenant after such consent shall have been obtained, and any fixtures installed by Tenant shall become the property of the Landlord upon the expiration or other sooner termination of this Lease. Tenant hereby agrees to remove alterations, additions or improvements at the end of the Term if requested by Landlord and to return the Leased Premises to its original condition, excepting ordinary wear and tear.

Tenant shall not permit any mechanic's lien to be filed against the fee of the Leased Premises or against the Tenant's leasehold interest in the Leased Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to the Tenant or anyone holding the Leased Premises through or under the Tenant, whether prior or subsequent to the commencement of the Term hereof. If any such mechanic's lien shall at any time be filed against the Leased Premises and Tenant shall fail to remove same or fail to give security satisfactory to Landlord therefore within thirty (30) days thereafter, it shall constitute a default under the provisions of this Lease.

3.08 Assignment and Subletting. Tenant shall not sublet the Leased Premises or any part thereof, nor allow the same to be used or occupied by any other person or for any other use than that herein specified, nor assign this Lease or any interest therein, without the prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion for any reason, and shall not suffer or permit any assignment or transfer by operation of law or otherwise of the estate, or interest of Tenant in the Leased Premises acquired in, by or through this Lease. Any written consent which Landlord may give to any assignment of this Lease or to any sublease of the Leased Premises shall be subject to the terms and rules hereof, and shall be restricted to the particular assignment or sublease and the agreement herein not to assign or sublet shall remain in effect against the Tenant and Tenant's assigns. A change in the ownership structure of Tenant that results in a change in control of the Tenant shall be deemed an assignment and subject to the terms and conditions set forth in this Lease.

In the event that Tenant, upon Landlord's prior written consent, shall sublet the Leased Premises for a rental in excess of the Rent provided for herein from Tenant to Landlord, then notwithstanding any other provision contained in this Lease to the contrary, the Rent provided for herein shall automatically be increased during the term of such sublease to a sum equal to the amount of rent payable under such sublease. In the event that Tenant shall receive any valuable consideration for an assignment of the Tenant's interest in this Lease, then, notwithstanding any other provision contained in this Lease to the contrary, Tenant shall pay to Landlord as Additional Rent hereunder the amount of consideration thereby received.

3.09 Default. Each of the following shall be deemed to be an "Event of Default" by Tenant under this Lease:

(a) If Tenant shall fail to pay promptly when due any installment of Rent or any part thereof or shall fail to pay any item of Additional Rent or any other monetary obligation hereunder and such failure shall continue for ten (10) days after the date when any such obligation is due; or

(b) If Tenant shall fail to perform any of the terms, covenants, or conditions of this Lease, other than those specified in subparagraph (a) above on the part of the Tenant to be performed or observed, and such failure shall continue for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that no Event of Default shall be deemed to occur so long as the curing of such default reasonably may not be completed within such thirty (30) day period and Tenant has commenced to cure such default and thereafter with reasonable diligence pursues its efforts to cure; or

(c) If Tenant shall vacate or abandon the Leased Premises and Tenant shall permit the same to remain unoccupied and unattended or such condition to persist for more than fifteen (15) days, unless such condition is caused by strikes, acts of God or other causes beyond the reasonable control of Tenant; or

(d) If an execution of attachment lien shall be issued against Tenant's interest in the Leased Premises or any property located therein, and such execution or attachment shall not be vacated or removed by Court Order, bonding or otherwise, within a period of ten (10) days after the issuance thereof; or

(e) If Tenant becomes insolvent, within the meaning of the United States Bankruptcy Code or any successor code, makes an assignment for the benefit of creditors, or makes a transfer in fraud of creditors, any of which is hereby deemed to materially affect Tenant's liability to perform the terms and conditions of this Lease; or

(f) If any petition shall be filed against Tenant in any court, whether or not pursuant to any statute of the United States or any state, in any bankruptcy, reorganization, composition, extension arrangement or insolvency proceedings, and Tenant shall thereafter be adjudicated a bankrupt, or such petition shall be approved by the Court, or if such proceedings shall not be dismissed within ninety (90) days after the institution of the same, or any such petition shall be so filed by Tenant.

3.10 Remedies Upon Default. Upon the occurrence of an Event of Default, Landlord, without further notice, may (in addition to and/or as an alternative to all other legal remedies):

(a) Immediately terminate this Lease and Tenant's right to possession of the Leased Premises; or

(b) Terminate only the Tenant's right to possession of the Leased Premises, without terminating this Lease or releasing Tenant in whole or in part from Tenant's obligations hereunder for the full term hereof; or

(c) Without terminating this Lease or Tenant's right to possession of the Leased Premises, enter upon the Leased Premises and do and perform whatever Tenant is obligated to do under the terms of this Lease.

In the event Landlord exercises its right under subparagraph (a) and (b) immediately above, Landlord may expel and remove Tenant or any other person or persons in occupancy of the Leased Premises, together with their goods and chattels, upon twenty (20) days written notice, as otherwise permitted by law, and further, Landlord may collect damages in accordance with the law.

In the event Landlord shall elect to exercise its rights under subparagraph (b) immediately above, Landlord may, but shall not be obligated to, relet the Leased Premises or any part thereof for the account of the Tenant, to any person, firm or corporation for such rent, for such term (including a term beyond the term hereof), and upon such terms and conditions as Landlord, in Landlord's sole discretion, shall determine, and Landlord shall apply all rents received upon such a reletting as follows:

(i) first to the payment of such reasonable expenses as Landlord may have incurred in recovering possession of the Leased Premises, including reasonable legal expenses and attorney's fees (whether or not suit is filed), and in putting the same into good order or condition, or preparing or altering the same for rental and reletting, and all other reasonable expenses, commissions, and charges paid, assumed or incurred by Landlord in or about reletting the Leased Premises; and

(ii) then to the fulfillment of the covenants of Tenant hereunder.

If the consideration collected by Landlord upon any such reletting is not sufficient to pay in full the amount of rent reserved in this Lease together with the items and expenses above enumerated, then Tenant shall pay to Landlord the amount of each monthly deficiency upon demand.

Tenant hereby waives demand for rent, demand for possession, notice of forfeiture, notice of termination and any and all other demands or notices required by law.

No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants of this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or selection of remedies hereunder.

3.11 Surrender and Termination. Upon the termination of this Lease, whether by lapse of time or otherwise, Tenant shall, without demand, surrender and deliver the Leased Premises in as good a condition as when received, ordinary wear and tear excepted, peaceably to Landlord. If Tenant shall remain in possession of the Leased Premises, or any part thereof, one day after the termination of this Lease in any of the ways above-named, Tenant shall pay double rent and shall be deemed guilty of unlawful detainer of the Leased Premises under the statutes of the State of Illinois and shall be subject to eviction and removal forcibly or otherwise with or without process of law. After the commencement of a suit for possession of said premises, Landlord may demand and collect any rent due from Tenant, and the payment of said rent shall not waive or affect any damage which Landlord may claim in said suit. All rights of Landlord in the Event of Default herein enumerated shall be in addition to and without prejudice to any remedy or remedies which Landlord may have at law or in equity for nonpayment of rent or for breaches of the covenants and agreements hereof.

3.12 Liability. Landlord shall not be liable for any damage or injury to Tenant, Tenant's employees, agents, invitees and customers, or any other occupant of the Leased Premises; nor for any failure of a water supply, gas or electric current, nor for any damage occasioned by failure to keep said premises in repair except as otherwise provided herein. Tenant shall maintain Workers' Compensation Insurance for all of its employees who are in or about the Leased Premises. Landlord shall not be liable to Tenant for any damage to person or property done or occasioned by or from electric current, plumbing, gas, water, steam or sewage, odors, or the bursting, leaking, running or failure of operation of any radiator, tank, water closet, washstand, waste pipe, air conditioning or any other apparatus in, above, upon or about said building or

Leased Premises, nor for damage or injury to person or property occasioned by water, snow, or ice being upon any roof, sidewalk or entrance way, or being upon or coming through such entrance way or any skylight, trap door or any other opening in said Leased Premises, nor for loss resulting from theft or mysterious disappearance, action of the elements, or any interference with light or air, nor for any damages arising from the omission, action or negligence of Tenant, or other occupants of the said building or of any owners or occupants of adjacent or contiguous property or acts of negligence by Landlord except as otherwise provided for in this Lease. Landlord shall be liable to Tenant for damages to Tenant's goods as a result of the grossly negligent or intentional acts of Landlord's employees or authorized users of the Leased Premises.

Except as otherwise provided herein, Tenant shall indemnify and hold Landlord harmless from any loss, damages and expenses incident thereto arising out of liability to any person from damage to property or injury to persons resulting from the use and occupancy of the Leased Premises by Tenant.

3.13 Waiver of Subrogation. To the extent that a loss is covered by insurance in force and recovery is made for such loss, the Landlord and Tenant, or anyone claiming through either, by way of subrogation or otherwise, hereby mutually release each other for any loss from perils insured against under their respective fire insurance policies (including extended coverage), provided that this waiver shall not be applicable if it has the effect of invalidating any insurance coverage of Landlord or Tenant, or if the applicable insurance policies do not contain a clause to the effect that this waiver shall not affect the right of the insured to recover under such policies.

3.14 Liability Insurance. Throughout the Term, Tenant shall provide and keep in force comprehensive general liability and property damage insurance with a single limit of not less than \$1,000,000.00 per occurrence. The policy or policies providing such insurance shall be with companies authorized to do business in the State of Illinois, and shall name Landlord and Tenant as their respective interests appear. Each policy shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under such policy for any loss occasioned to it by reason of Tenant's negligence and each policy shall insure the performance by Tenant of the indemnity agreement as to liability as contained in Section 3.12. Tenant shall furnish Landlord with a certificate of such policy and whenever required shall satisfy Landlord that such insurance is in full force and effect. Each insurance company issuing any policy required under this Section 3.14 shall commit itself to notify Landlord in writing at least thirty (30) days prior to any cancellation or expiration of the coverage evidenced by such policy. Tenant further covenants and agrees to increase said liability insurance to such additional amounts as Landlord from time to time may reasonably require.

3.15 Remedies and Enforcement. All of the remedies herein are cumulative, and given without impairing any other rights or remedies of Landlord, and Tenant shall pay and discharge all reasonable costs, expenses and attorney's fees that shall arise from enforcing the covenants of this Lease by Landlord. Tenant agrees to satisfy any claim against Landlord only from Landlord's interest in the Leased Premises.

3.16 Benefit. All of the terms of this Lease shall extend to and be binding upon the respective successors and assigns of the respective parties hereto.

3.17 Condemnation. If all of the Leased Premises is taken by condemnation, this Lease shall terminate on the date when the Leased Premises shall be so taken, and the Rent shall be apportioned as of that date. If part of the Leased Premises is taken by condemnation and the Leased Premises are thereby rendered not reasonably suitable for the continued conduct of Landlord's or Tenant's business, taking into consideration the nature, size and scope of such business immediately prior to the taking, then either party may elect by giving written notice to the other, to terminate this Lease, and in the event of such termination, all charges and rentals shall be apportioned as of the date of taking. If neither party elects to terminate this Lease as above-specified, then with respect to the part not taken the Rent shall be reduced by the percentage by which the square feet of the Leased Premises taken bears to the total square footage immediately prior to the taking, in which event the Landlord shall restore the Leased Premises to an architecturally complete unit. No part of any award shall belong to the Tenant.

3.18 Subordination. Tenant agrees that this Lease and Tenant's interest hereunder shall be subordinate to any mortgage, deed of trust or other method of financing or refinancing now or hereafter encumbering the Leased Premises. Upon request of Landlord, Tenant agrees to execute and deliver any and all documents necessary to evidence the subordination of its rights under this Lease as aforesaid.

3.19 Releasing. Landlord may show the Leased Premises to prospective purchasers or tenants during reasonable hours with prior notice and may at reasonable times exhibit a "for lease" or "for sale" sign on the Leased Premises.

3.20 Recording of Lease. Recording of this Lease will be done only by a Memorandum of Lease and only with the consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion.

3.21 Heading and Definitions. It is agreed that the headings of particular Sections of this Lease are inserted only as a matter of convenience and for reference, and in no way are or are intended to be a part of this Lease, nor in any way to define, limit or describe the scope or intent of the particular Section to which they refer. Whenever the content of any provision shall require it, the singular number shall be held to include the plural number and vice versa. The neuter gender includes the masculine and the feminine.

3.22 Consent Not Unreasonably Withheld. Unless otherwise specifically provided, whenever consent or approval of Landlord or Tenant is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed. Tenant's sole remedy if Landlord unreasonably withholds or delays consent or approval shall be an action for specific performance and Landlord shall not be liable for damages. If either party withholds any consent or approval, such party shall on written request deliver to the other party a written statement giving the reasons therefor.

3.23 State Law. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois.

3.24 Net Lease. The Rent, as set forth in Section 2.01 hereof, shall be absolutely net to Landlord, so that this Lease shall yield, net, to Landlord, the specified Annual Rent in each year

during the Term of this Lease, and that each and every item of expense of every kind and nature whatsoever, except as otherwise specifically provided in this Lease, shall be borne by Tenant which shall mean that Tenant shall pay, as Additional Rent, without defense, offset or deduction, all expenses connected with the Leased Premises, including, but not limited to, real and personal property taxes and assessments, fire and extended coverage insurance premiums, liability and damage insurance premiums, parking lot and common area maintenance expenses, if any, and all other expenses for maintenance, replacement, repair and reconstruction on, for and/or in connection with the Leased Premises.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have signed this Lease as of the day and year written below.

LANDLORD:

DBS LOTUS MANAGEMENT HOLDING
COMPANY, LLC,
an Illinois limited liability company

By: _____
Name: _____
Title: _____

TENANT:

HOPE CLINIC FOR WOMEN, LTD.,
an Illinois corporation

By: _____
Name: _____
Title: _____

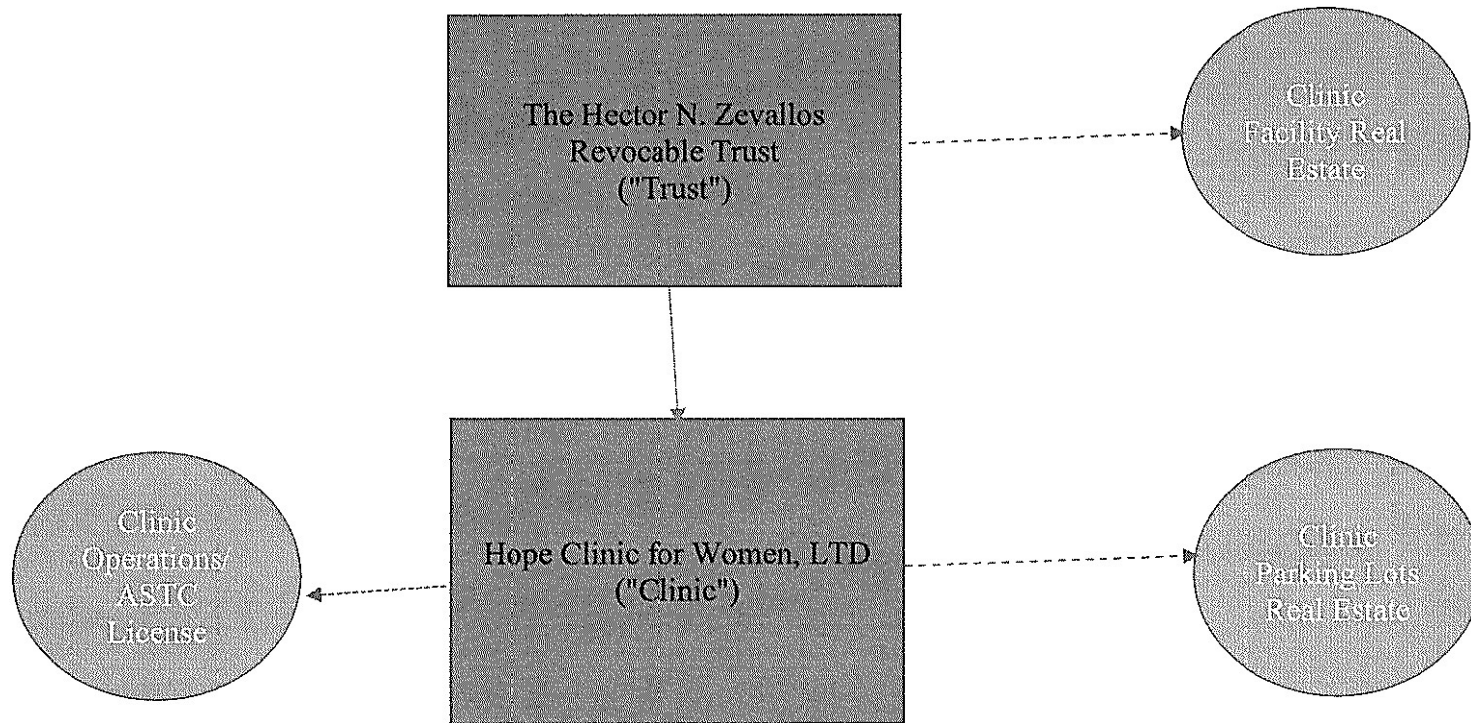
EXHIBIT A

LEASED PREMISES

Hope Clinic for Women, LTD Organizational Structure

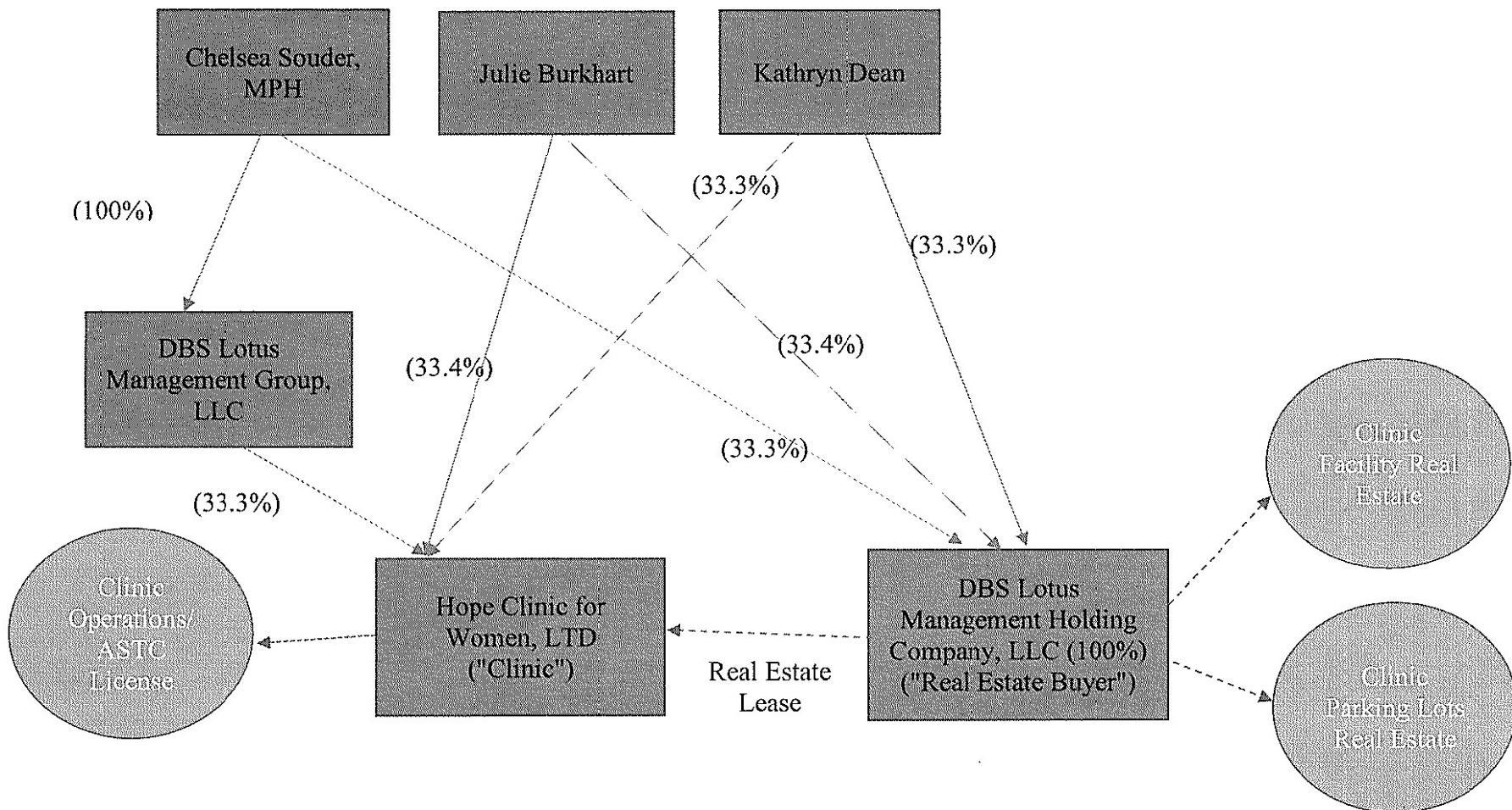
Hope Clinic for Women, LTD (the "Clinic") is licensed as an ambulatory surgical treatment center. All of the Clinic's shares and the real estate on which the Clinic is built are currently held by the Hector N. Zevallos Revocable Trust (the "Trust"). The Clinic itself owns the parking lots near the Clinic.

Pre-Transaction Organizational Chart



Post-Transaction Organizational Chart

As a result of the proposed transaction, 100% of the outstanding shares of the Clinic will be transferred from the Trust to Julie Burkhart (33.4%), Kathryn Dean (33.3%), and DBS Lotus Management Group, LLC (33.3%), whose sole member is Chelsea Souder, MPH. Simultaneously, DBS Lotus Management Holding Company, LLC ("Real Estate Buyer") which is also wholly owned by Julie Burkhart (33.4%), Kathryn Dean (33.3%), and Chelsea Souder, MPH (33.3%), will purchase the clinic facility from the Trust and the parking lots from the Clinic. At all times before and after the transaction, responsibility for the operation of the assets constituting the Clinic will remain within the same legal entity, that is, the Clinic.





STATE OF ILLINOIS
HEALTH FACILITIES AND SERVICES REVIEW BOARD

525 WEST JEFFERSON ST. • SPRINGFIELD, ILLINOIS 62761 • (217) 782-3516 FAX: (217) 785-4111

TRANSMITTED ELECTRONICALLY

CORRECTED

May 17, 2022

Chelsea Souder
DBS Lotus Management Group, LLC
2501 Chatham Road
Springfield, Illinois 62704

RE: Exemption #E-029-22 Change of Ownership, The Hope Clinic for Women, Ltd. (licensee)
Permit Holders: DBS Lotus Management Holding Company, LLC, DBS Lotus Management Group, LLC., The Hope Clinic for Women, Ltd. Chelsea Souder, Julie Burkhart, Kathryn Dean

Dear Ms. Souder:


On April 25, 2022, the Chairwoman of the Illinois Health Facilities and Services Review Board (State Board) acting on behalf of the State Board under 77 IAC 1130 approved your request for a Change of Ownership of The Hope Clinic for Women, Ltd., 1602 21st Street, Granite City, Illinois. The approval was based upon the application's compliance with applicable provisions of 77 IAC 1130. The anticipated purchase price is \$625,000 and the expected completion date is June 30, 2022. The Hope Clinic for Women, Ltd has been approved for OB/GYN Surgical services only. The owner of the site is DBS Lotus Management Holding Company, LLC and the licensee is The Hope Clinic for Women, Ltd.

The issuance of the certificate of exemption shall be contingent upon the applicant submitting a statement to the Board within 90 days after the closing date of the transaction, or such longer period as provided by the Board, certifying that the change of ownership has been completed in accordance with the key terms contained in the application. If such key terms of the transaction change, a new application shall be required. Failure to provide the required notification shall subject the exemption holder to the sanctions provided under Section 14 of the Illinois Health Facilities Planning Act.

The State Board's approval does not exempt the transaction from any other regulatory, certification or licensure requirements that may be applicable to this transaction.

Should you have any questions or concerns, please contact Mike Constantino or George Roate of my staff at Mike.Constantino@illinois.gov or George.Roate@illinois.gov or 217.782.3516

Sincerely,


Debra Savage, Chairwoman
Illinois Health Facilities and Services Review Board

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD

- **Erin King, MD, FACOG (Medical Director of Center)-** Dr. King is the current Executive Director of the Center and has served in this position for 5 years while working at the Center for 11 years as a physician. Dr. King has 14 years of experience in the reproductive health field. She has worked in Obstetrics and Gynecology and completed her education at Northwestern University, Chicago, Illinois. After the transaction closes, she will remain on-site as the Medical Director and a part-time providing physician. Her current hospital affiliations include Barnes Jewish Hospital in St. Louis, MO and Gateway Regional Medical Center in Granite City, IL.

As the applicant, the Buyer certifies that that no adverse action has been taken against the applicant by the federal government, licensing or certifying bodies, or any other agency of the State of Illinois against any health care facility owned or operated by the applicant, directly or indirectly, within three years preceding the filing of the application. Please see Attachment 5 and its attached certification for additional details.

1130.520(b)(1)(C) – Structure of the transaction:

The Buyer proposes to acquire one hundred percent (100%) of the outstanding stock of the Center from the Seller. Simultaneously, the Real Estate Buyer will purchase the real estate described in Attachment 2 ("Real Estate") from Seller. Real Estate Buyer is affiliated with and possesses overlapping, common ownership with Buyer.

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

There will be no change in the licensed entity as a consequence of the proposed transaction. The licensee will remain Hope Clinic for Women, LTD.

1130.520(b)(1)(E) – List of the ownership or membership interests:

Organizational charts showing the current interest structure of the applicant facility and the post-change ownership interest are shown below.



STATE OF ILLINOIS
HEALTH FACILITIES AND SERVICES REVIEW BOARD

525 WEST JEFFERSON ST. • SPRINGFIELD, ILLINOIS 62761 • (217) 782-3516 FAX: (217) 785-4111

TRANSMITTED ELECTRONICALLY

CORRECTED

May 17, 2022

Chelsea Souder
DBS Lotus Management Group, LLC
2501 Chatham Road
Springfield, Illinois 62704

RE: Exemption #E-030-22 Change of Ownership, The Hope Clinic for Women, Ltd. (Real Estate)
Permit Holders: DBS Lotus Management Holding Company, LLC, DBS Lotus Management Group, LLC., The Hope Clinic for Women, Ltd., Chelsea Souder, Julie Burkhart, Kathryn Dean

Dear Ms. Souder:


On April 25, 2022, the Chairwoman of the Illinois Health Facilities and Services Review Board (State Board) acting on behalf of the State Board under 77 IAC 1130 approved your request for a Change of Ownership of The Hope Clinic for Women, Ltd., 1602 21st Street, Granite City, Illinois. The approval was based upon the application's compliance with applicable provisions of 77 IAC 1130. The anticipated purchase price is \$1,600,000 and expected completion date is June 30, 2022. The Hope Clinic for Women, Ltd has been approved for OB/GYN Surgical services only. The owner of the site is DBS Lotus Management Holding Group, LLC and the licensee is The Hope Clinic for Women.

You are reminded the issuance of the certificate of exemption is contingent upon the applicant submitting a statement to the Board within 90 days after the closing date of the transaction, or such longer period as provided by the Board, certifying that the change of ownership has been completed in accordance with the key terms contained in the application. If such key terms of the transaction change, a new application shall be required. Failure to provide the required notification shall subject the exemption holder to the sanctions provided under Section 14 of the Illinois Health Facilities Planning Act.

The State Board's approval does not exempt the transaction from any other regulatory, certification or licensure requirements that may be applicable to this transaction.

Should you have any questions or concerns, please contact Mike Constantino or George Roate of my staff at Mike.Constantino@illinois.gov or George.Roate@illinois.gov or 217.782.3516

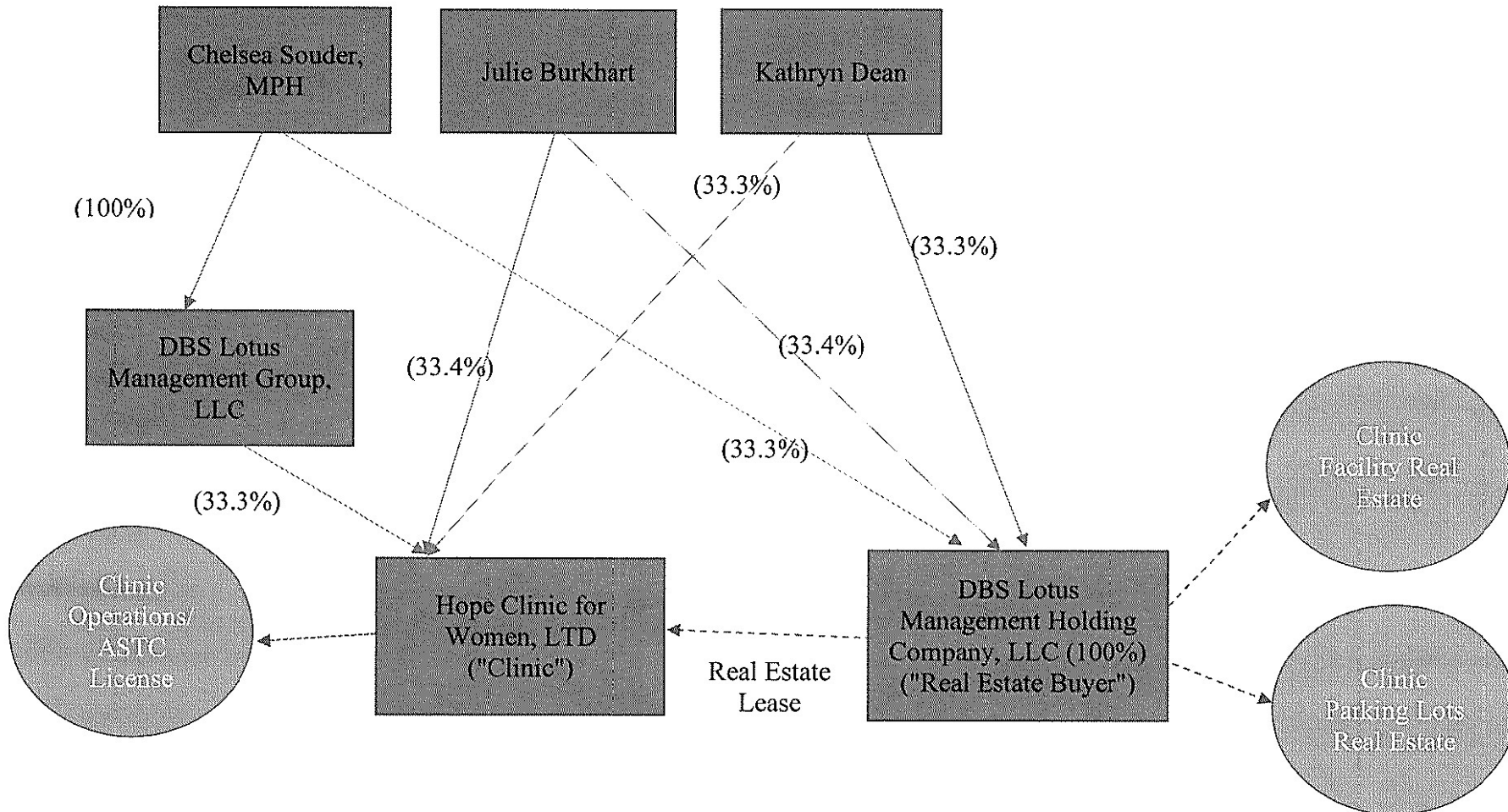
Sincerely,


Debra Savage, Chairwoman
Illinois Health Facilities and Services Review Board

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD

Post-Transaction Organizational Chart

As a result of the proposed transaction, 100% of the outstanding shares of the Clinic will be transferred from the Trust to Julie Burkhart (33.4%), Kathryn Dean (33.3%), and DBS Lotus Management Group, LLC (33.3%), whose sole member is Chelsea Souder, MPH. Simultaneously, DBS Lotus Management Holding Company, LLC ("Real Estate Buyer") which is also wholly owned by Julie Burkhart (33.4%), Kathryn Dean (33.3%), and Chelsea Souder, MPH (33.3%), will purchase the clinic facility from the Trust and the parking lots from the Clinic. At all times before and after the transaction, responsibility for the operation of the assets constituting the Clinic will remain within the same legal entity, that is, the Clinic.



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

DBS Lotus Management Group, LLC ("Buyer")
DBS Lotus Management Group Holding Company, LLC ("Real Estate Buyer")
The Hector N. Zevallos Revocable Trust ("Seller")
Hope Clinic for Women, LTD ("Licensee" or "Center")

1130.520(b)(1)(B) - Background of the parties:

DBS Lotus Management Group, LLC ("Buyer") and DBS Lotus Management Group Holding Company, LLC ("Real Estate Buyer") are newly created Illinois limited liability companies owned and managed by the following three individuals:

- **Julie A. Burkhart (Co-owner)**- Ms. Burkhart has been in the field of women's reproductive health for 25 years. She is the Founder and former Chief Executive Officer of Trust Women, a focused, yet flexible, reproductive health and rights organization to provide safe health services in underserved communities in the United States. She has an outstanding record providing assistance to health care facility startups including business-planning, strategy, and forecasting. Throughout her career, she has worked in three start-up abortion clinics and one abortion clinic acquisition and led them to success through her operational prowess. In addition, her twelve years of leadership experience in health care clinic work, including oversight for over 30 staff and 15 physicians, directly correlates to the operational capacity she will have post-closing at the Center in determining the staff oversight, cash flow, and implementation of executive decisions.
- **Chelsea Souder, MPH (Co-owner and Chief Executive Officer)**- Mrs. Souder has a Master's Degree in Public Health, specializing in maternal and child health. She has been in the abortion and reproductive healthcare field for nine years as a researcher, patient care technician, and Clinic Director with oversight of eight physicians and 25 staff. She also has experience in one abortion clinic startup, as well as managing and directing role in two abortion clinics simultaneously for five years. Now, she is the Founder and Director of the Nebraska Abortion Resources and sits on the board of the Nebraska Religious Coalition for Reproductive Freedom, Survivors Rising, as well as the Racial Justice & Equity Committee for Abortion Care Network. She is the Project Manager of the Regional Logistics Center, a patient navigation center for the Center and Planned Parenthood of the St. Louis Region. She has a strong dedication to organizations and programs that allow equal access to healthcare and advocate for survivors of violence. She has sat on boards for abortion and LGBTQ+ healthcare facilities and has contributed to multiple publications on abortion access, delivery of care, and refugee health.
- **Kathryn Dean (Co-owner)**- Kathy Dean has had experience in the field of abortion for roughly 7 years. She completed her education in human relations and interpersonal communication skills. Later, she began her work in the industry by bookkeeping and developing financial reports in Bellevue, Nebraska, managing assets and liabilities for the company, including assets receivable and payable. Following this, she had several other work experiences in healthcare. She excelled at administrative tasks in these areas and provided direct abortion funding and support networks. She will join the Center as a co-owner and apply her previous experience in the area to the business.

The Hector N. Zevallos Revocable Trust ("Seller") assumed ownership of the Hope Clinic for Women, LTC ("Licensee" or "Center") in early 2021 upon the death of Dr. Hector N. Zevallos. Dr. Zevallos founded the Center in 1974 and provided care and managed the Center for more than 40 years, most recently with the assistance of his daughter, Lisa Balbona. Upon Dr. Zevallos' death, ownership of the Center transitioned to the Seller with Ms. Balbona as trustee. The Zevallos (Balbona) family has been committed to the Center and patient access to high quality and compassionate reproductive healthcare since the Center's founding.

ATTACHMENT 6: APPLICABLE REVIEW CRITERIA



IDPH

ILLINOIS DEPARTMENT OF PUBLIC HEALTH

525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.dph.illinois.gov

April 28, 2022

[REDACTED]
Chelsea Souder
DBS Lotus Management Group, LLC
2501 Chatham Road
Springfield IL 62704

Dear Ms. Souder:

**RE: Project: # E-029-22
The Hope Clinic for Women, Ltd, 1602 21st Street, Granite City, IL
(Action) Change of Ownership**

Our office was notified by the Illinois Health Facilities Planning Board (IHFPB) of the Certificate of Need approval for Change of Ownership located at 1602 21st Street, Granite City, IL.

For State Ambulatory Surgical Treatment Center Licensing, the Illinois Department of Public Health each *license shall be issued only for the premises and persons named in the application and shall not be transferable or assignable* (Section 6 of the Act). Please review Title 77 Adm. Code 205.118 e)-g) regarding change of ownership requirements. If the legal transaction as per the project permit # above constitutes a change of ownership (CHOW), then the Department needs the completion and submission of the Application for Ambulatory Surgical Treatment Center Initial Licensure (IL445107), approximately 30 days prior to the date you plan to change ownership.

If the transaction does not constitute a change of ownership per the regulations, please submit in writing to the Department a detailed explanation why it does not constitute a CHOW and include supporting documentation. It is extremely important that you keep us informed of the status of this project. Failure to supply current information could delay or affect your License.

If you have questions, please contact staff at 217-782-0582. The Department's TTY number is 800-547-0466, for use by the hearing impaired.

Sincerely,

[REDACTED]
Stephanie M. Glenn, RPh
Assistant Division Chief, Health Care Facilities and Programs
Illinois Department of Public Health

Cc: Central Office Operations Section

Glenn, Stephanie M.

From: Glenn, Stephanie M.
Sent: Wednesday, May 11, 2022 4:50 PM
To: [REDACTED]
Cc: Mitchell, Sheila R.; Senger, Karen
Subject: RE: [External] Re: Change of Ownership E-029-22 The Hope Clinic for Women
Attachments: coos-astc-initial-licensure-040816.pdf

Good afternoon Ms. Souder,

After reviewing the information provided, it has been determined that under ASTC conditions of licensure, the transaction is considered a Change of Ownership and a new application is required.

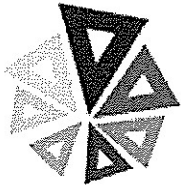
- e) *Each license shall be issued only for the premises and persons named in the application and shall not be transferable or assignable* (Section 6 of the Act). Only those facilities, services, programs and procedures included in the application shall be licensed. A new application is required for any one or more of the following:
 - 1) Change in ownership of the facility. A change of ownership occurs when:
 - A) Ownership and responsibility for the operation of the assets constituting the licensed entity are transferred from the licensee to another person or another legal entity, including, but not limited to, a corporation, limited liability company, partnership or sole proprietor, as part of an asset purchase or similar transaction;

Please reach out with any questions or concerns.

Thank you,

Stephanie M. Glenn, RPh
Assistant Division Chief
Division of Health Care Facilities and Programs
Illinois Department of Public Health
525 West Jefferson St., 4th Floor
Springfield, IL 62761
stephanie.glenn@illinois.gov
P-217-782-0850 F-217-782-0382

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& Equity
Campaign**

ILLINOIS DEPARTMENT OF
PUBLIC HEALTH

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Glenn, Stephanie M.

From: Senger, Karen
Sent: Tuesday, May 10, 2022 4:47 PM
To: Glenn, Stephanie M.
Subject: RE: [External] Re: Change of Ownership E-029-22 The Hope Clinic for Women

I spoke with Rebecca and after discussion determine this is a CHOW per e) 1) A) below

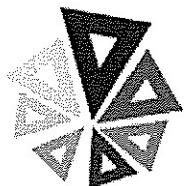
- e) *Each license shall be issued only for the premises and persons named in the application and shall not be transferable or assignable* (Section 6 of the Act). Only those facilities, services, programs and procedures included in the application shall be licensed. A new application is required for any one or more of the following:
- 1) Change in ownership of the facility. A change of ownership occurs when:
 - A) Ownership and responsibility for the operation of the assets constituting the licensed entity are transferred from the licensee to another person or another legal entity, including, but not limited to, a corporation, limited liability company, partnership or sole proprietor, as part of an asset purchase or similar transaction;

And do not consider since the enter transfer is occurring we can talk tomorrow

g) The transfer of corporate stock, the change of a membership interest, or the merger of another corporation into the licensee corporation does not constitute a change of ownership if the licensee corporation remains in existence.

Karen Senger, RN, BSN
Division Chief
Division of Health Care Facilities and Programs
Illinois Department of Public Health
525 West Jefferson St., 4th Flr
Springfield, IL 62761
karen.senger@illinois.gov
P-217-782-0381 F-217-782-0382

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anti-Racism,
& Equity
Campaign**

ILLINOIS DEPARTMENT OF
PUBLIC HEALTH

From: Glenn, Stephanie M. <Stephanie.Glenn@illinois.gov>
Sent: Friday, May 6, 2022 8:31 AM

To: Senger, Karen <Karen.Senger@Illinois.gov>
Subject: FW: [External] Re: Change of Ownership E-029-22 The Hope Clinic for Women

[REDACTED]

Stephanie M. Glenn, RPh
Assistant Division Chief
Division of Health Care Facilities and Programs
Illinois Department of Public Health
525 West Jefferson St., 4th Floor
Springfield, IL 62761
stephanie.glenn@illinois.gov
P-217-782-0850 F-217-782-0382

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anti-Racism and Equity around you



From: Han, Seulgi <Seulgi.Han@Illinois.gov>
Sent: Thursday, May 5, 2022 5:37 PM
To: Gold, Rebecca <Rebecca.Gold@illinois.gov>; Glenn, Stephanie M. <Stephanie.Glenn@Illinois.gov>
Subject: RE: [External] Re: Change of Ownership E-029-22 The Hope Clinic for Women

CONFIDENTIAL ATTORNEY-CLIENT PRIVILEGE COMMUNICATION

[REDACTED]

Thanks,

Savrina

From: Gold, Rebecca <Rebecca.Gold@illinois.gov>
Sent: Thursday, May 5, 2022 8:05 AM
To: Glenn, Stephanie M. <Stephanie.Glenn@Illinois.gov>
Cc: Han, Seulgi <Seulgi.Han@Illinois.gov>
Subject: RE: [External] Re: Change of Ownership E-029-22 The Hope Clinic for Women

Adding Savrina.

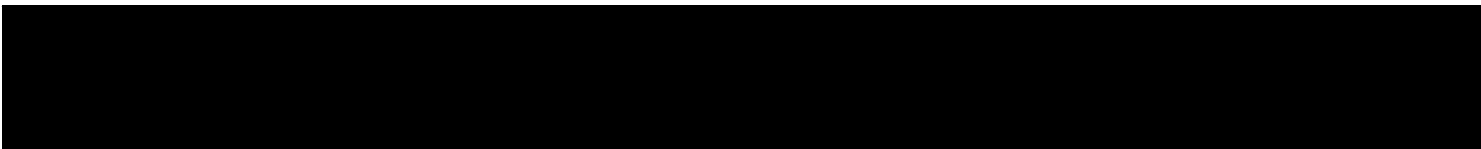
Rebecca L. Gold
Assistant General Counsel
Illinois Department of Public Health
122 S. Michigan, 7th Floor
Chicago, Illinois 60603
312-814-8996
rebecca.gold@illinois.gov

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This e-mail may be exempt from disclosure under the Illinois Freedom of Information Act (5 ILCS 140) pursuant to exemptions under sections 7(1)(f) and/or 7(1)(m).

From: Glenn, Stephanie M. <Stephanie.Glenn@Illinois.gov>
Sent: Wednesday, May 4, 2022 1:09 PM
To: Gold, Rebecca <Rebecca.Gold@illinois.gov>
Subject: FW: [External] Re: Change of Ownership E-029-22 The Hope Clinic for Women

Hi Rebecca,



Entity Name THE HOPE CLINIC FOR WOMEN, LTD.
Status ACTIVE

Entity Information

Entity Type CORPORATION
Type of Corp DOMESTIC BCA

Thanks,

Stephanie M. Glenn, RPh
Assistant Division Chief
Division of Health Care Facilities and Programs
Illinois Department of Public Health
525 West Jefferson St., 4th Floor
Springfield, IL 62761
stephanie.glenn@illinois.gov
P-217-782-0850 F-217-782-0382

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anti-Racism and Equity around you



From: Mitchell, Sheila R. <Sheila.Mitchell@Illinois.gov>
Sent: Tuesday, May 3, 2022 8:33 AM
To: Glenn, Stephanie M. <Stephanie.Glenn@Illinois.gov>; Senger, Karen <Karen.Senger@Illinois.gov>
Subject: FW: [External] Re: Change of Ownership E-029-22 The Hope Clinic for Women

I received this response. I don't know it is accurate. Or what to tell them/say if it is not accurate. (I added the additional attachments, the "letter to IDPH..." is what they sent) There are 2 CON things for Hope, 1 is the licensure/operational (E-029-22) and the other is the real estate (E-030-22)

Thank You,
Sheila R Mitchell

From: Chelsea Souder <chelsea.souder@gmail.com>
Sent: Monday, May 2, 2022 9:43 PM
To: Mitchell, Sheila R. <Sheila.Mitchell@Illinois.gov>
Subject: [External] Re: Change of Ownership E-029-22 The Hope Clinic for Women

Sheila,

Please see attached letter as our response. Let me know if you need anything else.

Thank you,
Chelsea

On Thu, Apr 28, 2022 at 10:53 AM Mitchell, Sheila R. <Sheila.Mitchell@illinois.gov> wrote:

Sheila R Mitchell (she/her/hers)

Administrative Assistant

IDPH/Health Care Regulation

Healthcare Facilities and Programs

525 W Jefferson St, Springfield IL

217-782-0582

Sheila.Mitchell@illinois.gov

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