

THIS **CHOICE PROVIDER AGREEMENT** is made at Peoria, Illinois on the Execution Date between **THE PROFESSIONAL EYE ASSOCIATES OF CENTRAL ILLINOIS, L.L.C.** (“Company”) and the undersigned (the “Provider”).

I. RECITALS:

A. Background With Respect to the Proposed Activities of the Company

The Professional Eye Associates of Central Illinois, L.L.C., an Illinois limited liability company (“Company”) is a management service organization for eye professionals.

B. Background With Respect to the Proposed Vision Care Plan

CHOICE is a comprehensive vision care plan which shall be operated as a Preferred Provider Organization (“Plan”).

II. OPERATIVE PROVISIONS:

1.1 Provider Status

Contingent upon the Company’s approval of the Provider’s Credentialing Application, the Provider agrees to become a service “Provider” for the Plan for an initial year from _____, 2008 to _____, 2009 “(Year One”).

1.2 Subscription Fee

The Provider hereby agrees to pay a subscription fee of Five Hundred Dollars (\$500) to the Company with respect to Year One.

1.3 Evaluation and Ongoing Fees

At the conclusion of Year one, the performance and benefit of the Plan will be evaluated by the Company and the Provider. If the Provider chooses to continue to participate in the Plan, an annual fee of \$250 per year will apply for each period subsequent to Year One.

1.4 Provider Agreements

- A. The Provider agrees to provide the health care services described in the CHOICE Summary Plan Description, subject to the co-payments, benefit maximums, limitations and exclusions enumerated in the Plan Description.
- B. The Provider agrees to comply with applicable administrative policies and procedures of the Company with respect to the Plan.
- C. The Provider agrees to cooperate with and participate in the Company's credentialing process.
- D. The Provider agrees to be licensed by the State, and to notify the Company immediately whenever there is a change in licensure or certification status.
- E. It shall require no less than 30 days prior written notice by either party who wishes to terminate the contract without cause provided, however, that the Company may terminate the Provider for cause immediately.
- F. The Provider shall have no responsibilities for continuation of covered services in the event of contract termination, except to the extent that an extension of benefits is required by law or regulation, or that such continuation is voluntarily provided by the Company.

2. GENERAL CONDITIONS

Binding Effect

This Agreement will be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

Choice of Law

The law of the State of Illinois shall govern the validity, interpretation and administration of this Agreement.

Complete Agreement

This agreement supersedes any prior agreement and undertaking among the Parties and represents the complete agreement of the Parties.

Incorporation by Reference; Schedules; Internal Revenue Code Sections

The paragraphs under the heading “**I. RECITALS:**” and any Schedule referred to in this Agreement is hereby made a part of this agreement.

Notices

Any notice, request, communication and demand shall be given in writing and shall be deemed to have been duly given if delivered in person or sent by registered or certified mail, postage prepaid, to the Subscriber at the Subscriber’s last known principal place of business, and if to the Company

Waiver of Breach

The waiver by any Party of any breach of this Agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of right under this Agreement. Any waiver shall not constitute a waiver by such Party to strictly adhere to this Agreement nor as a waiver of any claim for damages or other remedy by reason of any such breach.

3. Arbitration

Arbitration Rules

Any claim, dispute and other matter in question arising out of, or relating to this Agreement, or the breach of this Agreement, must be decided by arbitration by three arbitrators in accordance with the procedures expressed in the following sentences and in the order in which each sentence appears. The disputing Party instituting the arbitration shall select an arbitrator. The other Party or Parties, as the case may be, shall select an arbitrator. Both arbitrators shall select a third arbitrator. Any arbitration must be conducted at a situs in the City of Peoria. This agreement to arbitrate is governed by the Illinois Uniform Arbitration Act. The award rendered by the arbitrators will be final. Judgment may be entered upon any arbitration award in accordance with the Illinois law in any court of competent jurisdiction.

Notice

Notice of demand or arbitration must be filed in writing with the other Party or Parties and, with the Company if the Company shall not be involved in any such dispute. The demand for arbitration must be made before the date when the institution of legal or equitable proceeding based upon such claim, dispute, or other matter would be barred by the applicable statute of limitations.

Arbitrator's Fees

The charge, expense and fee of the arbitrators shall be borne and paid fifty percent (50%) by the disputing Party instituting the arbitration and the balance by the other Party or Parties, as the case may be.

GLOSSARY

“Company” is defined above **I. RECITALS**.

“Execution Date”: the date upon which the last Party to sign, signs this Agreement.

“Parties”: the “Company” and the “Provider”.

Agreement EXECUTED on this the _____ day of _____, 2008.

COMPANY:

PROFESSIONAL EYE ASSOCIATES OF
CENTRAL ILLINOIS, L.L.C.
“CHOICE”

By: _____

PROVIDER:
