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

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: Glen Endoscopy Center
Street Address: 2551 Compass, Suite 115
City and Zip Code: Glenview 60026
County: Cook Health Service Area: 7 Health Planning Area: 031

Legislators

State Senator Name: Laura Fine
State Representative Name: Jennifer Gong-Gershowitz

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

Exact Legal Name: Envision Healthcare Corporation
Street Address: 1A Burton Hills Blvd.
City and Zip Code: Nashville, TN 37215
Name of Registered Agent: Illinois Corporation Service Company
Registered Agent Street Address: 801 Adlai Stevenson Drive
Registered Agent City and Zip Code: Springfield, IL 62703
Name of Chief Executive Officer: Jim Rechtin
CEO Street Address: 1A Burton Hills Blvd.
CEO City and Zip Code: Nashville, TN 37215
CEO Telephone Number: 615-665-1283

Type of Ownership of Applicants

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

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

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

Primary Contact [Person to receive ALL correspondence or inquiries]

Name: Jeffrey Snodgrass
Title: President - AmSurg
Company Name: Envision Healthcare Corporation
Address: 1A Burton Hills Blvd., Nashville, TN 37215
Telephone Number: 615-240-3798

E-mail Address: Jeff.Snodgrass@amsurg.com
Fax Number:

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

Name: Paige Reber
Title: Associate General Counsel
Company Name: Envision Healthcare Corporation
Address: 1A Burton Hills Blvd., Nashville, TN 37215
Telephone Number: 615-665-3525
E-mail Address: Paige.Reber@EnvisionHealth.com
Fax Number: 312-862-2200

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: Glen Endoscopy Center		
Street Address: 2551 Compass, Suite 115		
City and Zip Code: Glenview 60026		
County: Cook	Health Service Area: 7	Health Planning Area: 031

Legislators

State Senator Name: Laura Fine
State Representative Name: Jennifer Gong-Gershowitz

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

Exact Legal Name: Ambulatory TopCo, LLC
Street Address: 1209 Orange Street
City and Zip Code: Wilmington, Delaware 19801
Name of Registered Agent: The Corporation Trust Company
Registered Agent Street Address: 1209 Orange Street
Registered Agent City and Zip Code: Wilmington, Delaware 19801
Name of Chief Executive Officer: TBD[1]
CEO Street Address: TBD
CEO City and Zip Code: TBD
CEO Telephone Number: TBD

Type of Ownership of Applicants

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

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

APPEND DOCUMENTATION AS <u>ATTACHMENT 1</u> IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Primary Contact [Person to receive ALL correspondence or inquiries]

[1] Ambulatory TopCo, LLC has not appointed any directors or officers and also does not yet have any owner/member.

Name: Jeffrey Snodgrass[2]
Title: President - AmSurg
Company Name: Envision Healthcare Corporation
Address: 1A Burton Hills Blvd., Nashville, TN 37215
Telephone Number: 615-240-3798
E-mail Address: Jeff.Snodgrass@amsurg.com
Name: Jeffrey Snodgrass

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

Name:
Title:
Company Name:
Address:
Telephone Number:
E-mail Address:
Fax Number:

[2] Jeffrey Snodgrass is signing on behalf of Ambulatory TopCo, LLC in his capacity as President of AmSurg HoldCo, LLC, AmSurg, LLC, and AmSurg Holdings, LLC.

Post Exemption Contact

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

Name: Marnie Redmond
Title: Director, Licensure & Certification
Company Name: AmSurg
Address: 1A Burton Hills Blvd, Attn: L&C, Nashville, TN 37215
Telephone Number: 615-240-3820
E-mail Address: marnie.redmond@amsurg.com
Fax Number: 615-234-1720

Site Ownership after the Project is Complete

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: KAGR2 Glenview Compass II, LLC
Address of Site Owner: P.O. Box 25517, Tampa, FL 33622
Street Address or Legal Description of the Site: **Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statements, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease, or a lease**.
APPEND DOCUMENTATION AS <u>ATTACHMENT 2,</u> IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Current Operating Identity/Licensee

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

Exact Legal Name: The Glen Endoscopy Center, LLC				
Address: 2551 Compass, Suite 115, Glenview, IL 60026				
☐	Non-profit Corporation	☐	Partnership	
☐	For-profit Corporation	☐	Governmental	
X	Limited Liability Company	☐	Sole Proprietorship	☐
	Other			

Operating Identity/Licensee after the Project is Complete

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

Exact Legal Name: The Glen Endoscopy Center, LLC

Address: 2551 Compass, Suite 115, Glenview, IL 60026

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

- Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.
- Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.
- **Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.**

APPEND DOCUMENTATION AS ATTACHMENT 3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Organizational Relationships

Provide (for each applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.

APPEND DOCUMENTATION AS ATTACHMENT 4, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Narrative Description

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

The Glen Endoscopy Center, LLC (the "Licensee") is currently indirectly owned, in part, by AmSurg, LLC ("AmSurg"), which is owned by Envision Healthcare Corporation ("EHC", and together with certain of its affiliates, "Envision"). With the support of Envision's existing equityholders and holders of a substantial majority of Envision's debt, on May 15, 2023, Envision filed for relief under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532, in the Bankruptcy Court for the Southern District of Texas ("Bankruptcy Court"). As part of this bankruptcy, Pacific Investment Management Company, LLC ("PIMCO") and other creditors (collectively, with PIMCO, the "AmSurg 2Ls"), which are the current holders of certain debt of, an indirect subsidiary of EHC, will become the indirect owners of AmSurg through Ambulatory TopCo, LLC ("New Owner") (the "Restructuring").

The specific post-emergence structures of AmSurg and New Owner have not yet been determined and are subject to Bankruptcy Court approval. However, in all proposed structure options, the change of control will result in an indirect change of ownership of the Licensee. The Restructuring, which remains subject to Bankruptcy Court approval, is expected to be consummated in the fourth quarter of 2023.

The Restructuring is not currently expected to result in any change to the Licensee's direct owner, federal tax ID number, facilities, management, or operations. Services provided by the Licensee will remain the same and continue in the ordinary course.

Related Project Costs

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

Land acquisition is related to project ☐ Yes X No
Purchase Price: $N/A

Fair Market Value: $ N/A

Project Status and Completion Schedules

Outstanding Permits: Does the facility have any projects for which the State Board issued a permit that is not complete? Yes __ No X. If yes, indicate the projects by project number and whether the project will be complete when the exemption that is the subject of this application is complete.

_____

_____

_____

_____

_____

Anticipated exemption completion date (refer to Part 1130.570): Fourth quarter of 2023 or upon bankruptcy court approval.

State Agency Submittals

Are the following submittals up to date as applicable:

X Cancer Registry
APORS – N/A
X All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
X All reports regarding outstanding permits
Failure to be up to date with these requirements will result in the Application being deemed incomplete.

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

CERTIFICATION

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

- in the case of a corporation, any two of its officers or members of its Board of Directors;
- in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- in the case of a sole proprietor, the individual that is the proprietor.

This Application is filed on the behalf of Envision Healthcare Corporation*

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

SIGNATURE	SIGNATURE
Jeffrey Snodgrass PRINTED NAME	PRINTED NAME
President of AmSurg PRINTED TITLE	PRINTED TITLE
Notarization: Subscribed and sworn to before me this 26th day of Sept. 2023	Notarization: Subscribed and sworn to before me this _____ day of _____
Roma L. Daniel Signature of Notary	Signature of Notary
Seal	Seal

*Insert the EXACT legal name of the applicant

ROMA L. DANIEL STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON

My Commission Expires: January 6, 2025

Page 9

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

CERTIFICATION

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

- in the case of a corporation, any two of its officers or members of its Board of Directors;
- in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- in the case of a sole proprietor, the individual that is the proprietor.

This Application is filed on the behalf of Ambulatory TopCo, LLC

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

Jeff Snodgrass SIGNATURE	SIGNATURE
Jeffrey Snodgrass[3] PRINTED NAME	PRINTED NAME
President of AmSurg PRINTED TITLE	PRINTED TITLE
Notarization: Subscribed and sworn to before me this 26th day of Sept. 2023	Notarization: Subscribed and sworn to before me this _____ day of _____
Roma L. Daniel Signature of Notary	Signature of Notary
Seal	Seal

[2] Insert the EXACT legal name of the applicant

[3] Ambulatory TopCo, LLC, the ultimate, new owner ("New Owner"), has not appointed any directors or officers and also does not yet have any owner/member. Jeffrey Snodgrass is signing on behalf of the New Owner in his capacity as President of AmSurg HoldCo, LLC, AmSurg, LLC, and AmSurg Holdings, Inc.

ROMA L. DANIEL STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON

My Commission Expires: January 6, 2025

ATTACHMENT 1

Good Standing Certificates

Attached hereto as Attachment 1 are Good Standing Certificated issued for:

1. Envision Healthcare Corporation; and
2. Ambulatory TopCo, LLC.

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ENVISION HEALTHCARE CORPORATION" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SECOND DAY OF SEPTEMBER, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "ENVISION HEALTHCARE CORPORATION" WAS INCORPORATED ON THE TENTH DAY OF JUNE, A.D. 2016.

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

Jeffrey W. Bullock, Secretary of State

6065421 8300
SR# 20233561011
You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204225585
Date: 09-22-23

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "AMBULATORY TOPCO, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FIRST DAY OF SEPTEMBER, A.D. 2023.

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

Jeffrey W. Bullock, Secretary of State

7619447 8300

SR# 20233554378

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

Authentication: 204220293

Date: 09-21-23

Attachment 1

ATTACHMENT 2

Site Ownership

The site ownership will remain the same following the restructuring. Attached hereto is a copy of the Licensee's lease.

TENANT NOTICE LETTER
KAGR2 Glenview Compass II, LLC
800 West Madison, Suite 400
Chicago, Illinois, 60607

Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800
Nashville, TN, 37201
Attn: J. James Jenkins, Jr., Esq.

Re: Property located at 2551 and 2591 Compass Road, Glenview, IL 60026 ("**Property**")

Dear Sirs/Madams:

We are pleased to announce that effective January 28, 2022 we ("**Original Entity**") have recapitalized the Property, of which your leased premises are a part, and have assigned your Lease to KAGR2 Glenview Compass II, LLC ("**New Entity**"). In connection with such transfer the New Entity has assumed and agreed to perform all of the landlord's obligations arising under the Lease from and after the date of this letter.

From this date forward, please issue all rent payments to KAGR2 Glenview Compass II, LLC. The preferred method of payment is through ClickPay. See enclosed document for instructions. If you prefer not to use the on-line payment option, please send payment to below address.

KAGR2 Glenview Compass II, LLC
P.O. Box 25517
Tampa, FL 33622

Remedy Medical Properties, Inc. will continue to service the property as the owner's agent. You are requested, within thirty (30) days after the date of this letter, to deliver to the owner's agent evidence that KAGR2 Glenview Compass II, LLC and Remedy Medical Properties, Inc. have been listed as an additional insured party under all insurance policies required by your Lease.

Your contact for property maintenance issues will remain the same after the transfer of ownership. Please continue reach out to your usual contact.

If you have any questions or inquiries concerning this notice, accounting, operations or leasing matters, please contact Danielle Ciarletta at dciarletta@remedymed.com or 312.872.4137.

Original Entity:

Glenview Compass II Medical Properties, LLC

By: _____
Peter Westmeyer
Manager

Attachment 2

SIXTH AMENDMENT TO LEASE AGREEMENT

This Sixth Amendment to Lease Agreement ("Amendment") is made and executed as of April 30, 2014, by and between auG FIVE, L.P., an Illinois limited partnership ("Landlord"), and THE GLEN ENDOSCOPY CENTER, LLC, a Tennessee limited liability company ("Tenant").

WITNESSETH:

WHEREAS, pursuant to that certain Office Lease dated March 27, 2002, as amended by that certain Amendment to Lease dated May 23, 2002, as further amended by that certain Second Amendment to Lease dated October 25, 2002, and as further amended by that certain Third Amendment to Lease dated March 20, 2003, as further amended by that certain Fourth Amendment to Lease dated January 28, 2004, and as further amended by that certain Fifth Amendment to Lease dated December 31, 2004 (collectively, the "Lease"), Landlord leased to Tenant approximately 7,953 square feet of space (the "Premises") in the building (the "Building") located at 2551 Compass Road, Glenview, Illinois, all as more particularly described therein; and

WHEREAS, drafts of a Sixth Amendment to Lease were circulated but never completed or executed,

WHEREAS, Landlord and Tenant now desire to further amend certain provisions of the Lease,

WHEREAS, Landlord and North Shore Gastroenterology, S.C., (the "Buyer"), are negotiating an agreement (the "Sale Agreement") pursuant to which Landlord will sell to Buyer and Buyer will buy the Building and another building (the "B" Building) in Prairie Glen Medical Center; and

WHEREAS, the parties have agreed and do agree that (i) this Sixth Amendment to Lease between Landlord and Tenant shall become effective upon the date (the "Effective Date") that Landlord and Buyer execute the Sale Agreement, (ii) this Sixth Amendment to Lease shall remain in effect until the Expiration Date set forth herein notwithstanding that the sale may not be completed, regardless of the reason for failure to complete the sale and (iii) the Lease, as amended to date, shall govern the relationship between Landlord and Tenant from and after the Effective Date.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Paragraph 1.A. of the Lease is deleted and the following is substituted therefor:

"A. The Term of the Lease (the "Term") began on October 1, 2004. The "Expiration Date" shall be April 30, 2026 (i.e., the last day of the month in which occurs the 12th anniversary of the Effective Date) nless the Lease is sooner terminated pursuant to one of its provisions."

2. Net Rent. Until the Effective Date, Tenant shall pay the same Net Rent under the Lease as it is currently paying. From and after the Effective Date, Tenant shall pay Net Rent in the amounts set forth on Schedule 1A attached hereto and made a part hereof and otherwise as set forth in Paragraph 2 of the Lease. If Tenant's obligation to pay rent pursuant to Schedule 1A commences on a date other than the first day of the month, rent for that month shall be prorated on a per diem basis.

3. Permitted Use. Subparagraph 4.A. of the Lease is hereby amended to clarify that Tenant may use the Premises as an ambulatory surgery center.

4. Insurance. Paragraph 10 of the Lease is hereby amended as follows:

(a) The first sentence of the second paragraph of Paragraph 10.C. of the Lease is hereby deleted and the following is inserted in lieu thereof:

"Tenant's commercial general liability insurance shall be in at least the amount of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate."

(b) The third paragraph of Paragraph 10.C. of the Lease is hereby deleted and the following is inserted in lieu thereof:

"Tenant shall furnish to Landlord evidence of the coverages required herein and shall name Landlord, Landlord's Mortgagee or such other parties of which Landlord shall provide notice to Tenant, as additional insureds with respect to Tenant's liability insurance."

5. Access. The following is hereby inserted at the end of Paragraph 20 (xi) of the Lease:

"Notwithstanding any of Landlord's rights to enter the Premises pursuant to the terms of this Lease, Landlord shall not cause Tenant to violate any laws, regulations or ordinances intended to protect the rights and privacy of Tenant's patients, including those relating to any and all patient records, which, at any time, Tenant shall be able to and shall secure in locked storage units or remove from the Premises."

6. Paragraph 26 of the Lease is amended by adding Subparagraph W. and Subparagraph X. thereto as follows:

"W. Counterparts. This Second Amendment and any future amendments to the Lease may be executed in counterparts, each of which when so executed and delivered shall constitute an original, but together shall constitute one and the same instrument. The parties hereto agree that a facsimile signature shall constitute an original signature hereunder.

X. Right of Offer:

(a) "Offer Space" means (i) space in the Building and the B Building in the Prairie Glen Medical Center (the Building and the B Building being together the "Development"), (ii) which space has been leased to a third party whose right of occupancy has expired or been terminated, (iii) which space Landlord proposes to lease and (iv) which space becomes available for lease during any portion of the Term when after the "Offer Space Occupancy Date" (defined below) there remains at least 60 months in the term (including, but not limited to, renewals which have been duly exercised). Such period is hereafter called the "OSAP".

(b) Right to Offer. Subject to the further provisions of this Paragraph and provided that (1) Tenant is the entity named in the Preamble to this Lease or is a Permitted Assignee, it being agreed by Tenant that the right contained in this Paragraph shall not inure to the benefit of any successors, assigns or other persons claiming by, through, or under Tenant, other than a Permitted Assignee and (2) no Tenant default of which Landlord shall have given Tenant Notice exists under this Lease at either (a) the date of the "Offer Space Designation" (defined below) or (b) the Offer Space Occupancy Date, Tenant shall have the right to lease the Offer Space (the "Offer Right") as follows:

(i) Landlord shall give notice (the "Offer Space Designation") to Tenant each time during the OSAP, when Offer Space becomes available for lease stating:

(aa) The floor area and location of such Offer Space.

(bb) The date upon which such Offer Space will be available for occupancy ("Offer Space Occupancy Date"), which date shall be no earlier than 60 nor later than 360 days after the date of the giving of such Offer Space Design.

(ii) Tenant shall, no later than 30 days after Tenant receives such Offer Space Designation, give Landlord written notice (an "Offer Notice") of its exercise of the Offer Right with respect to the Offer Space described in an "Offer Space Designation, which Offer Notice shall include a statement of the period (which shall equal or be greater than five years) for which Tenant agrees to lease the Offer Space.

(iii) The annual Net Rent for the Offer Space shall be at the same annual Net Rent (with increases from time to time as set forth in Schedule 1 to the Lease) for each rentable square foot of the Offer Space as equals the annual per square foot Net Rent for the remainder of the Premises.

(iv) Tenant will lease the Offer Space in "as-is" condition. Landlord shall have no obligation to make improvements, decorations, repairs, alterations or additions to the Offer Space. All work necessary or desirable in order to prepare the Offer Space for occupancy by Tenant shall be performed by

Tenant, at Tenant's cost, except that if, and only if, Tenant's Lease of the Offer Space is for an initial term equal to or greater than 10 years, Landlord shall pay to Tenant a work allowance equal to $45 per square foot of rentable area in the Offer Space at such time as all of the following are true or have been fully completed: (a) Tenant is not in default under the Lease, nor has any event occurred which, with the passage of time, the giving of notice, or both may become a default under the Lease; (b) Tenant has finally completed the work, it has been inspected and approved by Tenant's architect, Landlord, the city and any other governmental authorities with jurisdiction over the Tenant work or the Development which inspection and approval shall include the issuance of a certificate of occupancy; and (c) Tenant submits to Landlord (i) an affidavit that upon payment of the amounts shown in such payment request all payrolls, bills for materials and equipment, and other indebtedness connected with the Tenant work for which Landlord or its property might in any way be responsible shall have been paid or otherwise satisfied, (ii) mechanics lien waivers and, if required by Landlord, other data establishing payment or satisfaction of all such obligations, such as receipts, releases, and waivers of all possible liens arising out of the Tenant Work, Contractor's and subcontractor's affidavits, to the extent and in such form as may be reasonably designated by Landlord, and (iii) as-built drawings of the Tenant Work, operation and maintenance data, warranties, and any other documents required by this Lease.

(v) Tenant's leasing of the Offer Space shall be on all of the same terms and conditions as are contained in this Lease, except as provided in this Paragraph.

(vi) Effective as of the date when Landlord delivers possession of any Offer Space within the Building to Tenant (which date shall be no earlier than the applicable Offer Space Occupancy Date), (a) such Offer Space shall be added to and become a part of the Premises; (b) Tenant's Tax Share and Pro Rata Share shall be increased to reflect the addition of the Offer Space to the Premises; and (c) the annual Net Rent shall be increased to reflect the addition of the Offer Space to the Premises and (d) if the lease of the Offer Space extends beyond the expiration of the Term, then Tenant shall conclusively be deemed to have exercised sufficient renewals of this Lease so that this Lease shall not expire prior to the expiration of the Lease of the Offer Space. Tenant shall not be entitled to exercise this right to lease the Offer Space if that would extend the Term of this Lease beyond the expiration of the last Renewal Term of this Lease. As soon as reasonably practical after Tenant delivers an Offer Notice to Landlord of Offer Space in the Building, Landlord and Tenant shall execute and deliver an amendment to this Lease confirming the addition of such Offer Space to the Premises and the aforesaid modifications of this Lease relating thereto, but either party's failure to

execute and deliver such amendment shall not, of itself, vitiate the parties' respective obligations concerning the leasing of the Offer Space.

(vii) Effective as of the date when Landlord delivers possession of any Offer Space located in the B Building to Tenant (which date shall be no earlier than the applicable Offer Space Occupancy Date), (a) Landlord and Tenant shall enter into a separate lease covering any such Offer Space; (b) such lease shall set forth Tenant's Pro Rata Share (c) such lease shall set forth the annual Net Rent applicable to such Offer Space, (d) such lease shall be for a term coterminous with the Term and (e) and such lease shall provide for rights to renew consistent with those contained in this Lease and shall otherwise provide for a term which shall be coterminous with the term had the premises leased there by been subject to this Lease by reason of being located in the Building. As soon as reasonably practical after Tenant delivers an Offer Notice to Landlord, Landlord and Tenant shall execute and deliver such separate lease which, except as contemplated by this Paragraph 26, shall contain terms and conditions identical to those contained in this Lease, but either party's failure to execute and deliver such separate lease shall not, of itself, vitiate the parties' respective obligations concerning the leasing of the Offer Space.

(viii) If, at the time when Landlord receives an Offer Notice with respect to Offer Space described in an Offer Space Designation or on the date when Landlord is prepared to deliver possession of such Offer Space to Tenant, Tenant shall be in default under this Lease as to any payment due under this Lease or shall be in default under this Lease, beyond any applicable notice and cure period, as to any provision of this Lease which cannot be fulfilled by payment, then notwithstanding anything contained in this Lease to the contrary, Landlord shall have the right, by giving written notice thereof to Tenant, to cancel the Offer Right and any exercise of the Offer Right with respect to the Offer Space described in such Offer Space Designation. In the event of such cancellation, Tenant shall have no right to lease, and Landlord shall have no obligation to lease, the Offer Space described in such Offer Space Designation pursuant to this Paragraph until such time, if any, as such Offer Space has been leased by Landlord to another party or parties and thereafter during the Term such Offer Space again becomes Available for Lease and subject to the provisions of this Paragraph.

(ix) If Landlord does not deliver any Offer Space to Tenant by the applicable Offer Space Occupancy Date on account of the holding-over by any prior tenant of the Offer Space in violation of the terms of such tenant's lease, Landlord shall not be in default of this Lease and shall not be liable to Tenant, provided that Landlord uses good faith efforts to obtain possession of the Offer Space. Tenant agrees to cooperate at Landlord's expense in Landlord's claim in any action brought by Landlord for possession of the Offer Space or for damages due to such holding over or to provide evidence and testimony to support Landlord's claim in any

such action. Notwithstanding anything in this Paragraph to the contrary, an Offer Space Occupancy Date as to such part of the Offer Space that Landlord does not deliver to Tenant shall not be deemed to occur until Landlord shall actually deliver the right of possession of such part of the Offer Space to Tenant. If Tenant's possession shall be delayed as a result of a holding-over by a prior tenant, and if Tenant pursues an action against such prior tenant for damages which Tenant may suffer by reason of the applicable Offer Space Occupancy Date being delayed because of such holdover, then Landlord agrees to cooperate in Tenant's claim in any such action brought by Tenant for such damages due or to provide evidence and testimony supporting Tenant's claim in any such action.

(c) Limitations on Right of Offer. If Tenant fails to exercise the Offer Right with respect to any Offer Space described in an Offer Space Designation within the time required, such failure shall automatically cancel the Offer Right with respect to such Offer Space, and Landlord shall have no obligation to add such Offer Space to the Premises, until (x) 180 days after the date of the applicable Offer Space Designation, if Landlord has not entered into a letter of intent or lease for the space identified in such Offer Space Designation, or (y) such time, if any, as such Offer Space has been leased by Landlord to another party or parties and thereafter during the initial Term such Offer Space becomes Available for Lease, at which time, in either such case, such space shall again become subject to the provisions of this Paragraph, but such failure shall not cancel the Offer Right with respect to any other Offer Space.

(d) Existing Lease. As used herein, the term "Existing Lease" means a lease of any space in the Development in effect prior to Tenant's leasing such space (including extensions and renewals thereof pursuant to options granted therein and assignments or subleases permitted or consented to thereunder), whether or not the term of such lease has yet commenced.

(e) Available for Lease. Space shall be deemed to be "Available for Lease" upon the occurrence of the following events.

(i) The expiration of an Existing Lease of such space, if such space is not then subject to a right or option to lease such space granted in such Existing Lease;

(ii) If such space is subject to a right or option granted in such Existing Lease, which right or option is not exercised, the expiration of such right or option unexercised; or

(iii) If such space is subject to a right or option granted in such Existing Lease, which option is exercised, the expiration of the term of such Existing Lease or any later date on which the term of the demise of such space created by the exercise of such right or option (including any renewals or extensions thereof granted in such Existing Lease) expires."

(iv) In addition to the options to renew which have been granted to Tenant, the leases to Pathways and to Glenbrook Pediatrics, S.C. ("GP") contain rights in favor of the tenants thereunder to lease additional space that becomes "Available for Lease", and the rights granted Tenant pursuant to this Paragraph 26.X. are subject to those rights. Landlord acknowledges and agrees that in the event Pathways and GP waive or are deemed to have waived their right to lease additional space that becomes "Available for Lease", Tenant shall have the next right to lease additional space that becomes "Available for Lease" and in no event shall Landlord grant any further rights to lease additional space that becomes "Available for Lease" except to the extent such right is subject to the rights of Tenant contained in this Paragraph 26.X. to lease additional space.

7. Notices. The Lease is hereby amended to reflect that the address for notice and service for Tenant is as follows:

The Glen Endoscopy Center, LLC	With a copy to:
c/o AmSurg Corp.	Bass, Berry & Sims PLC
20 Burton Hills Boulevard	150 Third Avenue South, Suite 2800
Nashville, Tennessee 37215	Nashville, TN 37201
Attn.: Claire Gulmi	Attn: J. James Jenkins, Jr., Esq.

8. Landlord's Representations. As of the date hereof, Landlord, to the best of Landlord's knowledge, hereby represents to Tenant as follows:

(a) No default, event of default or event that with the giving of notice, the passage of time or both, would constitute a default or event of default on the part of any party has occurred and is continuing under the Lease.

(b) As of the Effective Date, the only Mortgage encumbering the Premises is recorded as Document No. 0435603097 in the Mortgage Records of Cook County, Illinois

(c) Landlord has received no notice from any governmental body to the effect that the Premises are not currently in compliance with applicable federal, state, county and municipal laws, orders, ordinances and regulations and with any lawful direction of any public officer or officers having jurisdiction over the Premises.

9. No Other Modifications. Except as expressly amended hereby, the terms and provisions of the Lease shall continue in full force and effect.

C:\Data\people\amsurg\Victoria\Jacobs (Glen Endoscopy)\Lease amend-6th v7 (gape).doc - 7 -

Attachment 2

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first set forth above for the purposes contained herein.

LANDLORD:	**TENANT:**
auG FIVE, L.P.	THE GLEN ENDOSCOPY CENTER, LLC, a Tennessee limited liability company
BY: Titan Sub FIVE, Inc.	
By:_____	By: Claire Gulmi
Name:_____	Name: Claire Gulmi
Title:_____	Title: CEO

_____, holder of that Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of December 17, 2004, which Mortgage is recorded as Document No. 0435603097 in the Cook County, Illinois Mortgage Records, joins in the execution of this Sixth Amendment for the limited purposes of (i) evidencing its consent hereto and (ii) acknowledging that the Subordination, Non-Disturbance and Attornment Agreement between it and Tenant applies to the Lease as amended hereby.

BY: _____

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first set forth above for the purposes contained herein.

LANDLORD:	**TENANT:**
auG FIVE, L.P.	THE GLEN ENDOSCOPY CENTER, LLC, a Tennessee limited liability company
BY: Titan Sub FIVE, Inc.	
By: James J Bowes	By: _____
Name: James J Bowes	Name: _____
Title: Vice President	Title: _____

_____, holder of that Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of December 17, 2004, which Mortgage is recorded as Document No. 0435603097 in the Cook County, Illinois Mortgage Records, joins in the execution of this Sixth Amendment for the limited purposes of (i) evidencing its consent hereto and (ii) acknowledging that the Subordination, Non-Disturbance and Attornment Agreement between it and Tenant applies to the Lease as amended hereby.

BY: _____

By: _____
Name: _____
Its: _____

SCHEDULE 1A
Net Rent Schedule

Lease Year	Annual Net Rent	Monthly Net Rent
[redacted]		

Attachment 2

ATTACHMENT 3

Operating Entity/Licensee

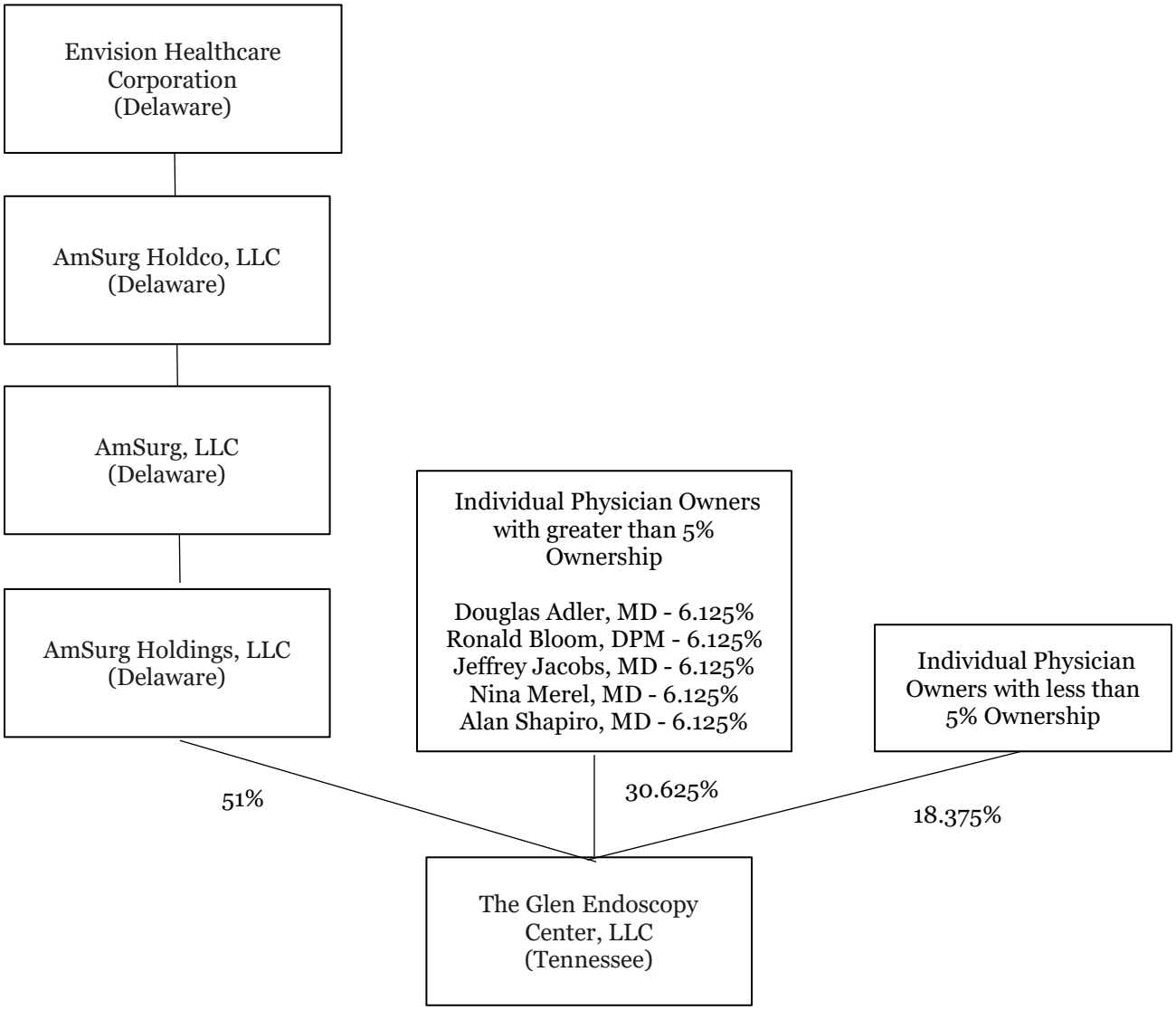
The Glen Endoscopy Center, LLC (the "Licensee") is currently indirectly owned, in part, by AmSurg, LLC ("AmSurg"), which is owned by Envision Healthcare Corporation ("EHC", and together with certain of its affiliates, "Envision"). Envision filed for relief under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532, in the Bankruptcy Court for the Southern District of Texas.

Following the completion of the contemplated restructuring, the current holders of certain debt of AmSurg, an indirect subsidiary of EHC, will become the indirect owners of Licensee through Ambulatory TopCo, LLC. The Licensee will continue to hold the license and operate its facility.

ATTACHMENT 4

Organizational Relationships

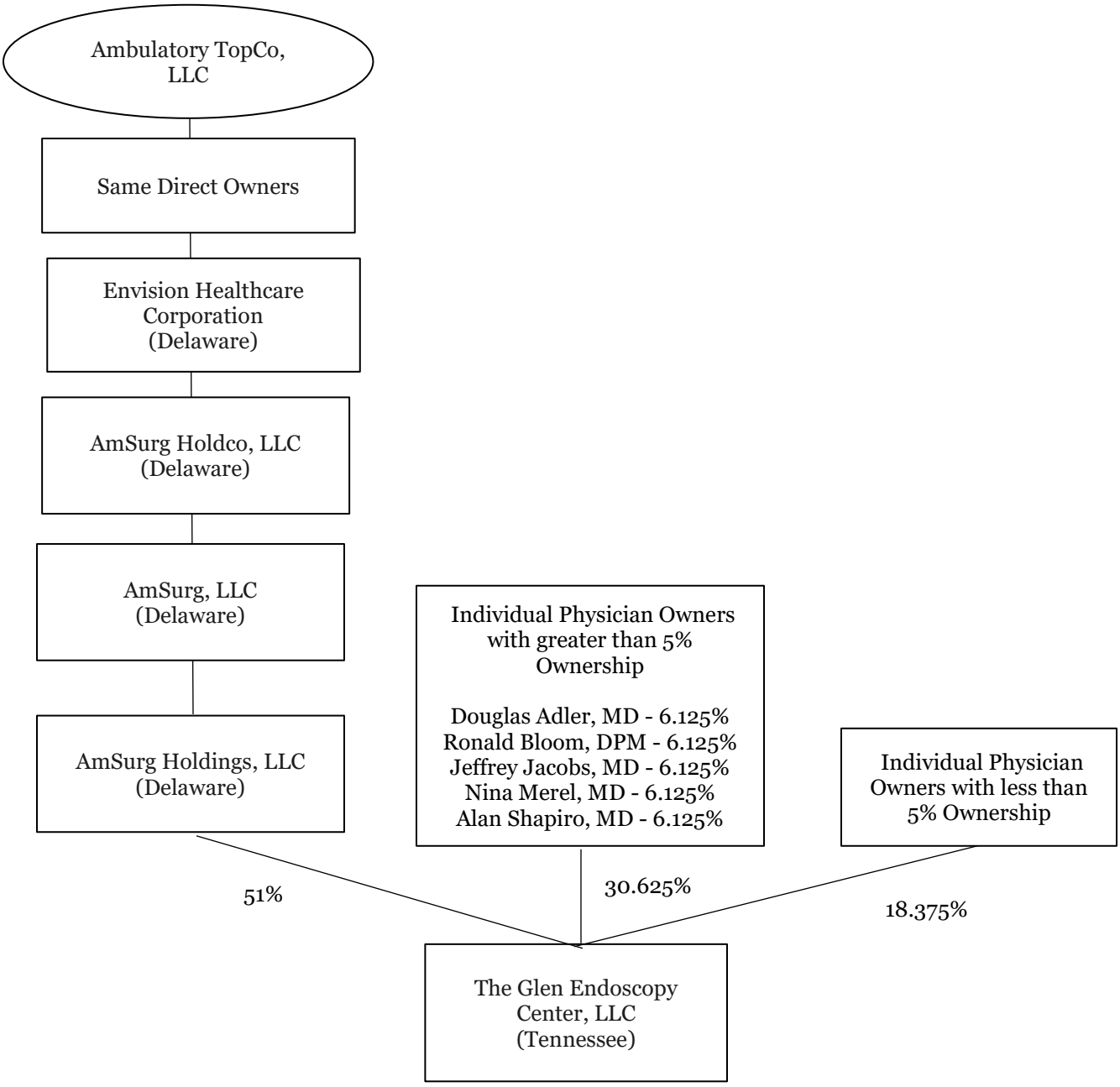
Pre-Reorganization Structure:



ATTACHMENT 4

Organizational Relationships

After Reorganization Structure



SECTION II. BACKGROUND.

BACKGROUND OF APPLICANT - Envision Healthcare Corporation ("EHC")

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

   EHC owns and operates the following Illinois ambulatory surgery centers:
   - The Lake Bluff IL Endoscopy ASC, LLC (ASC License: 7002926)
   - The Glen Endoscopy Center, LLC (ASC License: 7003174)
   - Oak Lawn IL Endoscopy ASC, LLC (ASC License: 7003179)

2. A listing of all health care facilities currently owned and/or operated in Illinois, by any corporate officers or directors, LLC members, partners, or owners of at least 5% of the proposed health care facility.

   Other than the health care facilities mentioned above, no other health care facilities are owned and/or operated in Illinois by any applicant identified in the organizational charts included in Attachment 4 and their respective corporate officers or directors.

3. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant, directly or indirectly, during the three years prior to the filing of the application. Please provide information for each applicant, including corporate officers or directors, LLC members, partners and owners of at least 5% of the proposed facility. A health care facility is considered owned or operated by every person or entity that owns, directly or indirectly, an ownership interest.

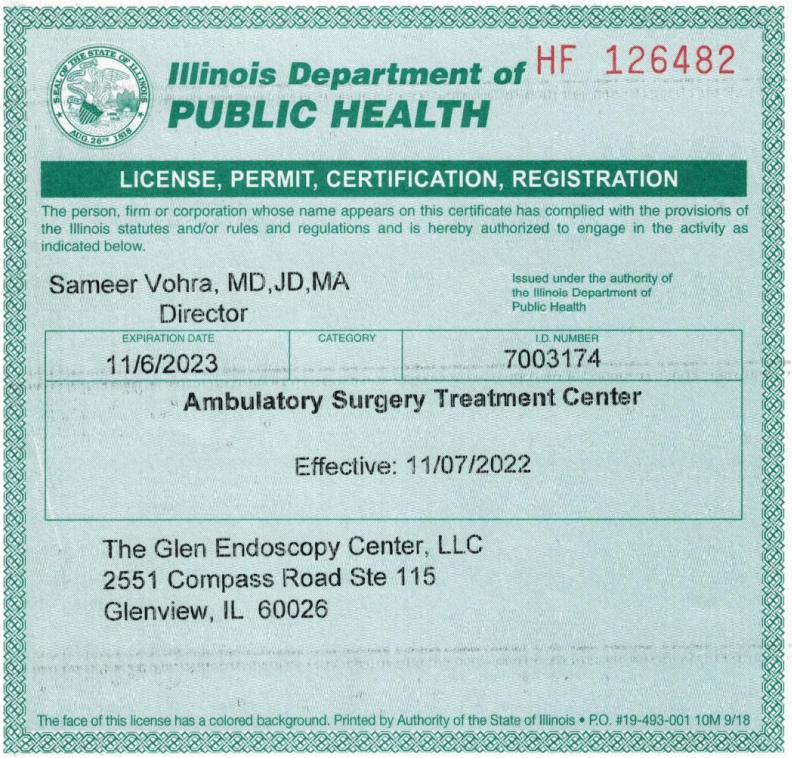
   EHC attests that in the past three years prior to the filing of this COE application, there has been no "adverse action" (as that term is defined in 77 IAC 1130.140) against any Illinois health care facility owned and operated by EHC subject to HFSRB jurisdiction.

4. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to: official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**

   HFSRB and IDPH are hereby authorized by EHC to access any documents necessary to verify the information submitted with this application relating to the Glen Endoscopy Center, LLC, LLC, including but not limited to: official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations.

5. If, during a given calendar year, an applicant submits more than one Application, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest that the information was previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

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



Illinois Department of PUBLIC HEALTH

HF 126482

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

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

Sameer Vohra, MD,JD,MA
Director

Issued under the authority of the Illinois Department of Public Health

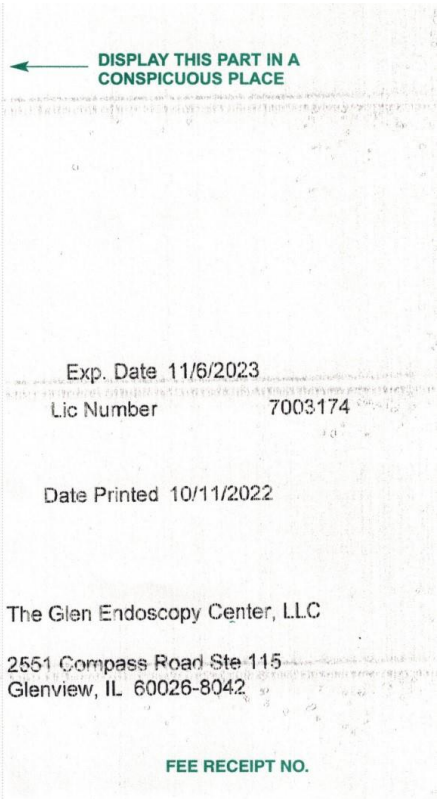
EXPIRATION DATE	CATEGORY	I.D. NUMBER
11/6/2023		7003174

Ambulatory Surgery Treatment Center

Effective: 11/07/2022

The Glen Endoscopy Center, LLC
2551 Compass Road Ste 115
Glenview, IL 60026

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #19-493-001 10M 9/18



DISPLAY THIS PART IN A CONSPICUOUS PLACE

Exp. Date 11/6/2023

Lic Number 7003174

Date Printed 10/11/2022

The Glen Endoscopy Center, LLC

2551 Compass Road Ste 115
Glenview, IL 60026-8042

FEE RECEIPT NO.

Attachment 5

AAAHC
ACCREDITATION ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

ACCREDITATION NOTIFICATION

February 16, 2023

Organization #	79298		
Organization Name	Glen Endoscopy Center, LLC dba Glen Endoscopy Center		
Address	2551 Compass Rd Ste 115		
City | State | Zip	Glenview	IL	60026-8042
Decision Recipient	Ms. Beth Mara, RN		
Survey Date	2/1/2023-2/2/2023	**Type of Survey**	Re-Accreditation
Accreditation Type	Full Accreditation		
Accreditation Term Begins	3/15/2023	**Accreditation Term Expires**	3/14/2026
Accreditation Renewal Code		2823F60779298	

As an ambulatory health care organization that has undergone the AAAHC Accreditation Survey, your organization has demonstrated its substantial compliance with AAAHC Standards. The AAAHC Accreditation Committee recommends your organization for accreditation.

Next Steps

1. Members of your organization should take time to thoroughly review your Survey Report.
   - Any standard rated less than "FC" (Fully Compliant) must be corrected promptly. Subsequent surveys by AAAHC will seek evidence that deficiencies from this survey were addressed without delay.
   - The Summary Table provides an overview of compliance for each chapter applicable to your organization.
2. AAAHC Standards, policies and procedures are reviewed and revised annually. You are invited to participate in the review through the public comment process each fall. Your organization will be notified when the proposed changes are available for review. You may also check the AAAHC website in late summer for details.
3. Accredited organizations are required to maintain operations in compliance with the current AAAHC Standards and policies. Updates are published annually in the AAAHC *Handbooks*. Mid-year updates are announced and posted to the AAAHC website, www.aaahc.org.
4. In order to ensure uninterrupted accreditation, your organization should submit the *Application for Survey* approximately five months prior to the expiration of your term of accreditation. In states for which accreditation is mandated by law, the *Application* should be submitted six months in advance to ensure adequate time for scoping and scheduling the survey.
   NOTE: You will need the Accreditation Renewal Code found in the table at the beginning of this document to submit your renewal application.

Additional Information

Improving health care quality through accreditation

5250 Old Orchard RD, STE 200
Skokie, Illinois 60077

TEL 847.853.6060
FAX 847.853.9028

www.aaahc.org
info@aaahc.org

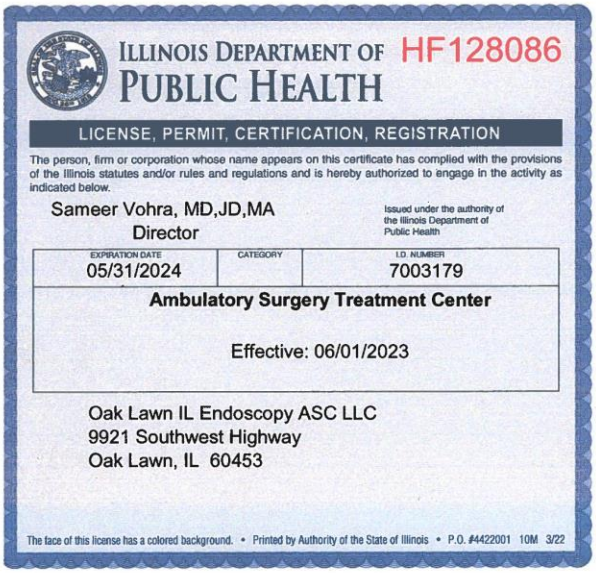
Attachment 5

Throughout your term of accreditation, AAAHC will communicate announcements via e-mail to the primary contact for your organization. Please be sure to notify us (notifycqa@aaahc.org) should this individual or his/her contact information change.

If you have questions or comments about the accreditation process, please contact AAAHC Accreditation Services at 847.853.6060. We look forward to continuing to partner with you to deliver safe, high-quality health care.

AAAHC 1095 STRONG

Attachment 5



ILLINOIS DEPARTMENT OF PUBLIC HEALTH

HF128086

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

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

Sameer Vohra, MD,JD,MA
Director

Issued under the authority of the Illinois Department of Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
05/31/2024		7003179

Ambulatory Surgery Treatment Center

Effective: 06/01/2023

Oak Lawn IL Endoscopy ASC LLC
9921 Southwest Highway
Oak Lawn, IL 60453

The face of this license has a colored background. • Printed by Authority of the State of Illinois • P.O. #4422001 10M 3/22

← DISPLAY THIS PART IN A CONSPICUOUS PLACE

Exp. Date 05/31/2024

Lic Number 7003179

Date Printed 05/15/2023

Oak Lawn IL Endoscopy ASC LLC

9921 Southwest Highway
Oak Lawn, IL 60453-3754

FEE RECEIPT NO.

Attachment 5

AAAHC
ACCREDITATION ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

ACCREDITATION NOTIFICATION

October 17, 2022

Organization #	19866		
Organization Name	Oak Lawn IL Endoscopy ASC LLC dba Oak Lawn Endoscopy Center		
Address	9921 Southwest Highway		
City | State | Zip	Oak Lawn	IL	60453-3767
Decision Recipient	Mrs. Jill Patterson, RN		
Survey Date	9/19/2022-9/20/2022	**Type of Survey**	Re-Accreditation
Accreditation Type	Full Accreditation		
Accreditation Term Begins	11/21/2022	**Accreditation Term Expires**	11/20/2025
Accreditation Renewal Code		72C0681519866	

As an ambulatory health care organization that has undergone the AAAHC Accreditation Survey, your organization has demonstrated its substantial compliance with AAAHC Standards. The AAAHC Accreditation Committee recommends your organization for accreditation.

Next Steps

1. Members of your organization should take time to thoroughly review your Survey Report.
   - Any standard rated less than "FC" (Fully Compliant) must be corrected promptly. Subsequent surveys by AAAHC will seek evidence that deficiencies from this survey were addressed without delay.
   - The Summary Table provides an overview of compliance for each chapter applicable to your organization.
2. AAAHC Standards, policies and procedures are reviewed and revised annually. You are invited to participate in the review through the public comment process each fall. Your organization will be notified when the proposed changes are available for review. You may also check the AAAHC website in late summer for details.
3. Accredited organizations are required to maintain operations in compliance with the current AAAHC Standards and policies. Updates are published annually in the AAAHC *Handbooks*. Mid-year updates are announced and posted to the AAAHC website, www.aaahc.org.
4. In order to ensure uninterrupted accreditation, your organization should submit the *Application for Survey* approximately five months prior to the expiration of your term of accreditation. In states for which accreditation is mandated by law, the *Application* should be submitted six months in advance to ensure adequate time for scoping and scheduling the survey.
   NOTE: You will need the Accreditation Renewal Code found in the table at the beginning of this document to submit your renewal application.

Improving health care quality through accreditation

5250 Old Orchard RD, STE 200
Skokie, Illinois 60077

TEL 847.853.6060
FAX 847.853.9028

www.aaahc.org
info@aaahc.org

Attachment 5

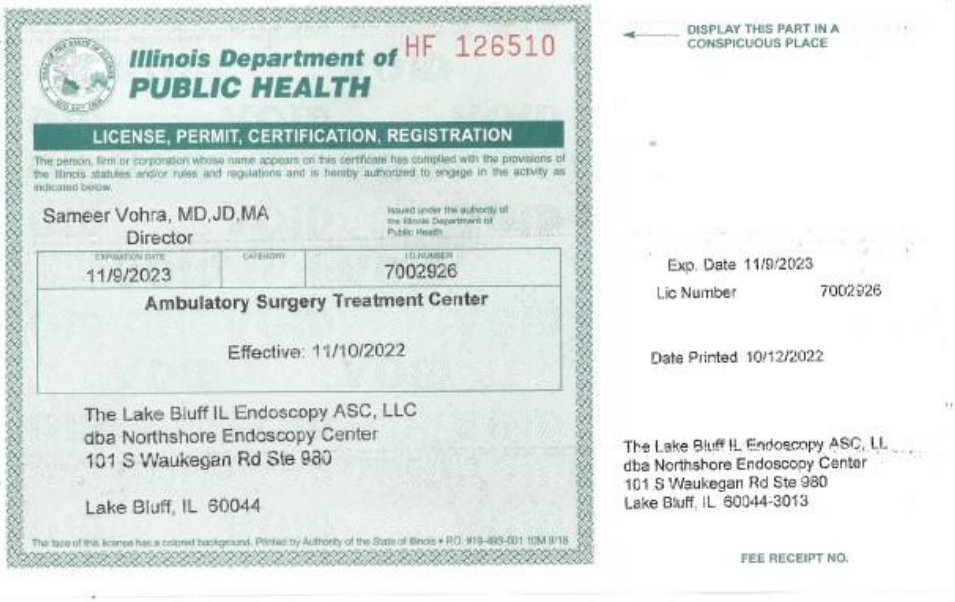
Additional Information

Throughout your term of accreditation, AAAHC will communicate announcements via e-mail to the primary contact for your organization. Please be sure to notify us (notifycqa@aaahc.org) should this individual or his/her contact information change.

If you have questions or comments about the accreditation process, please contact AAAHC Accreditation Services at 847.853.6060. We look forward to continuing to partner with you to deliver safe, high-quality health care.

AAAHC 1095 STRONG

Attachment 5



Illinois Department of PUBLIC HEALTH

HF 126510

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

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

Sameer Vohra, MD,JD,MA
Director

Issued under the authority of the Illinois Department of Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
11/9/2023		7002926

Ambulatory Surgery Treatment Center

Effective: 11/10/2022

The Lake Bluff IL Endoscopy ASC, LLC
dba Northshore Endoscopy Center
101 S Waukegan Rd Ste 980

Lake Bluff, IL 60044

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #19-493-001 10M 9/18

← DISPLAY THIS PART IN A CONSPICUOUS PLACE

Exp. Date 11/9/2023

Lic Number 7002926

Date Printed 10/12/2022

The Lake Bluff IL Endoscopy ASC, LL
dba Northshore Endoscopy Center
101 S Waukegan Rd Ste 980
Lake Bluff, IL 60044-3013

FEE RECEIPT NO.

Attachment 5

AAAHC
ACCREDITATION ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

ACCREDITATION NOTIFICATION

April 20, 2022

Organization #	88688		
Organization Name	The Lake Bluff Illinois Endoscopy ASC LLC dba North Shore Endoscopy Center		
Address	101 S. Waukegan Rd, Suite 980		
City | State | Zip	Lake Bluff	IL	60044-3012
Decision Recipient	Ms. Kathryn Lancaster, RN		
Survey Date	3/10/2022-3/11/2022	**Type of Survey**	Re-Accreditation
Accreditation Type	Full Accreditation		
Accreditation Term Begins	4/28/2022	**Accreditation Term Expires**	4/27/2025
Accreditation Renewal Code		79D1BF3188688	

As an ambulatory health care organization that has undergone the AAAHC Accreditation Survey, your organization has demonstrated its substantial compliance with AAAHC Standards. The AAAHC Accreditation Committee recommends your organization for accreditation.

Next Steps

1. Members of your organization should take time to thoroughly review your Survey Report.
   - Any standard rated less than "FC" (Fully Compliant) must be corrected promptly. Subsequent surveys by AAAHC will seek evidence that deficiencies from this survey were addressed without delay.
   - The Summary Table provides an overview of compliance for each chapter applicable to your organization.
2. AAAHC Standards, policies and procedures are reviewed and revised annually. You are invited to participate in the review through the public comment process each fall. Your organization will be notified when the proposed changes are available for review. You may also check the AAAHC website in late summer for details.
3. Accredited organizations are required to maintain operations in compliance with the current AAAHC Standards and policies. Updates are published annually in the AAAHC *Handbooks*. Mid-year updates are announced and posted to the AAAHC website, www.aaahc.org.
4. In order to ensure uninterrupted accreditation, your organization should submit the *Application for Survey* approximately five months prior to the expiration of your term of accreditation. In states for which accreditation is mandated by law, the *Application* should be submitted six months in advance to ensure adequate time for scoping and scheduling the survey.
   NOTE: You will need the Accreditation Renewal Code found in the table at the beginning of this document to submit your renewal application.

Additional Information

Improving health care quality through accreditation

5250 Old Orchard RD, STE 200
Skokie, Illinois 60077

TEL 847.853.6060
FAX 847.853.9028

www.aaahc.org
info@aaahc.org

Attachment 5

Throughout your term of accreditation, AAAHC will communicate announcements via e-mail to the primary contact for your organization. Please be sure to notify us (notifycqa@aaahc.org) should this individual or his/her contact information change.

If you have questions or comments about the accreditation process, please contact AAAHC Accreditation Services at 847.853.6060. We look forward to continuing to partner with you to deliver safe, high-quality health care.

AAAHC 1095 STRONG

SECTION II. BACKGROUND.

BACKGROUND OF APPLICANT - Ambulatory TopCo, LLC

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

   None.

2. A listing of all health care facilities currently owned and/or operated in Illinois, by any corporate officers or directors, LLC members, partners, or owners of at least 5% of the proposed health care facility.

   Not applicable. There are currently no corporate officers or directors, LLC members, partners, or owners.

3. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant, directly or indirectly, during the three years prior to the filing of the application. Please provide information for each applicant, including corporate officers or directors, LLC members, partners and owners of at least 5% of the proposed facility. A health care facility is considered owned or operated by every person or entity that owns, directly or indirectly, an ownership interest.

   None.

4. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to: official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**

   HFSRB and IDPH are hereby authorized by Ambulatory TopCo, LLC to access any documents necessary to verify the information submitted with this application, including but not limited to: official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations.

5. If, during a given calendar year, an applicant submits more than one Application, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest that the information was previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

SECTION III. CHANGE OF OWNERSHIP (CHOW)

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

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

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

1. Prior to acquiring or entering into a contract to acquire an existing health care facility, a person shall submit an application for exemption to HFSRB, submit the required application-processing fee (see Section 1130.230) and receive approval from HFSRB.

2. If the transaction is not completed according to the key terms submitted in the exemption application, a new application is required.

3. READ the applicable review criteria outlined below and **submit the required documentation (key terms) for the criteria:**

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

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

ATTACHMENT 6

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

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

1. Envision Healthcare Corporation
2. Ambulatory TopCo, LLC

1130.520(b)(1)(B) - Background of the parties, which shall include proof that the applicant is fit, willing, able, and has the qualifications, background and character to adequately provide a proper standard of health service for the community by certifying that no adverse action has been taken against the applicant by the federal government, licensing or certifying bodies, or any other agency of the State of Illinois against any health care facility owned or operated by the applicant, directly or indirectly, within three years preceding the filing of the application.

The Glen Endoscopy Center, LLC (the "Licensee") is currently indirectly owned, in part, by AmSurg, LLC ("AmSurg"), which is owned by Envision Healthcare Corporation ("EHC", and together with certain of its affiliates, "Envision"). With the support of Envision's existing equityholders and holders of a substantial majority of Envision's debt, on May 15, 2023, Envision filed for relief under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532, in the Bankruptcy Court for the Southern District of Texas ("Bankruptcy Court"). As part of this bankruptcy, Pacific Investment Management Company, LLC ("PIMCO") and other creditors (collectively, with PIMCO, the "AmSurg 2Ls"), which are the current holders of certain debt of AmSurg, an indirect subsidiary of EHC, will become the indirect owners of AmSurg through Ambulatory TopCo, LLC ("New Owner") (the "Restructuring"). New Owner is expected to be governed by a board of directors, a majority of which is expected to be selected by PIMCO.

The Restructuring is not currently expected to result in any change to the Licensee's direct owner, federal tax ID number, facilities, management, or operations. Services provided by the Licensee will remain the same and continue in the ordinary course.

1130.520(b)(1)(C) - Structure of the transaction

The specific post-emergence structure of the New Owner has not yet been determined (the two options for the post-emergence structure are included as Attachment 4). In both of the proposed post-emergence structures, the change of control will result in an indirect change of ownership of the Licensee. The Restructuring, which remains subject to Bankruptcy Court approval, is expected to be consummated in the fourth quarter of 2023. There will not be a change to the Licensee's direct owner, tax ID, facilities, or operations.

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

The Glen Endoscopy Center, LLC.

1130.520(b)(1)(E) - List of the ownership or membership interests in such licensed or certified entity both prior to and after the transaction, including a description of the applicant's organizational structure with a listing of controlling or subsidiary persons.

The Licensee is currently indirectly owned by EHC. After the Restructuring, New Owner will become the new indirect, beneficial owner of the Licensee.

1130.520(b)(1)(F) - Fair market value of assets to be transferred.

Not applicable.

1130.520(b)(1)(G) - The purchase price or other forms of consideration to be provided for those assets. [20 ILCS 3960/8.5(a)]

Not applicable. The Restructuring is in exchange for committed loan funds and extinguishment of certain debt obligations.

1130.520(b)(2) - Affirmation that any projects for which permits have been issued have been completed or will be completed or altered in accordance with the provisions of this Section

Confirmed.

1130.520(b)(3) - If the ownership change is for a hospital, affirmation that the facility will not adopt a more restrictive charity care policy than the policy that was in effect one year prior to the transaction. The hospital must provide affirmation that the compliant charity care policy will remain in effect for a two-year period following the change of ownership transaction

Not applicable.

1130.520(b)(4) - A statement as to the anticipated benefits of the proposed changes in ownership to the community

New Owner fully supports the Restructuring to best position Licensee's financial strength for future success, and to enable continued operations.

1130.520(b)(5) - The anticipated or potential cost savings, if any, that will result for the community and the facility because of the change in ownership;

Procedures performed in an ambulatory surgery center are considered substantially cheaper than hospitals. Through New Owner's indirect investment in the Licensee, surgical procedures can continue to be performed in this community which will result in cost savings to the community, payors, and patients.

1130.520(b)(6) - A description of the facility's quality improvement program mechanism that will be utilized to assure quality control;

The Licensee's quality improvement program and quality assurance programs will remain unchanged as a result of the Restructuring. The Licensee will continue its commitment of delivering high quality care.

1130.520(b)(7) - A description of the selection process that the acquiring entity will use to select the facility's governing body;

The process for appointment new members and the governing board of the Licensee will remain unchanged.

1130.520(b)(9)- A description or summary of any proposed changes to the scope of services or levels of care currently provided at the facility that are anticipated to occur within 24 months after acquisition.

There will be no changes in the Categories of Services provided by the Licensee within 24 months following the consummation of the planned Restructuring unless it applies for and obtains approval from HFSRB to make any adjustments necessary.

SECTION IV.CHARITY CARE INFORMATION

1. All applicants and co-applicants shall indicate the amount of charity care for the latest three **audited** fiscal years, the cost of charity care and the ratio of that charity care cost to net patient revenue.

2. If the applicant owns or operates one or more facilities, the reporting shall be for each individual facility located in Illinois. If charity care costs are reported on a consolidated basis, the applicant shall provide documentation as to the cost of charity care; the ratio of that charity care to the net patient revenue for the consolidated financial statement; the allocation of charity care costs; and the ratio of charity care cost to net patient revenue for the facility under review.

3. If the applicant is not an existing facility, it shall submit the facility's projected patient mix by payer source, anticipated charity care expense and projected ratio of charity care to net patient revenue by the end of its second year of operation.

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

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

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

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

ATTACHMENT 7

Charity Care

CHARITY CARE			
	2020	**2021**	**2022**
Net Patient Revenue	1,224,811	5,237,605	6,070,985
Amount of Charity Care (charges)	0	0	0
Cost of Charity Care	0	0	0

After paginating the entire completed application indicate, in the chart below, the page numbers for the included attachments:

INDEX OF ATTACHMENTS