

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: The Lake Bluff IL Endoscopy ASC LLC d/b/a North Shore Endoscopy Center		
Street Address: 101 S. Waukegan Road, Suite 980		
City and Zip Code: Lake Bluff 60044		
County: Lake	Health Service Area: 8	Health Planning Area: 097

Legislators

State Senator Name: Julia A. Morrison
State Representative Name: Bob Morgan

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 Rehtin
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

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
<input checked="" type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Other	<input type="checkbox"/>

- 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: The Lake Bluff IL Endoscopy ASC LLC d/b/a North Shore Endoscopy Center		
Street Address: 101 S. Waukegan Road, Suite 980		
City and Zip Code: Lake Bluff 60044		
County: Lake	Health Service Area: 8	Health Planning Area: 097

Legislators

State Senator Name: Julia A. Morrison
State Representative Name: Bob Morgan

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

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental
X <input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/>
Other	
<ul style="list-style-type: none"> 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 ²

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

² Jeffrey Snodgrass is signing on behalf of the New Owner in his capacity as President of AmSurg HoldCo, LLC, AmSurg, LLC, and AmSurg Holdings, LLC.

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:

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: JEA Lake Bluff, LLC
Address of Site Owner: 1400 E. Touhy Avenue, Suite 400, Des Plaines, IL 60018
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 ATTACHMENT 2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Current Operating Identity/Licensee

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

Exact Legal Name: The Lake Bluff IL Endoscopy ASC LLC			
Address: 101 S. Waukegan Road, Suite 980, Lake Bluff 60044			
<input type="checkbox"/>	Non-profit Corporation	<input type="checkbox"/>	Partnership
<input type="checkbox"/>	For-profit Corporation	<input type="checkbox"/>	Governmental
X	Limited Liability Company	<input type="checkbox"/>	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 Lake Bluff IL Endoscopy ASC LLC	
Address: 101 S. Waukegan Road, Suite 980, Lake Bluff 60044	
<input type="checkbox"/> Non-profit Corporation <input type="checkbox"/> For-profit Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other	<input type="checkbox"/> Partnership <input type="checkbox"/> Governmental <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/>
<ul style="list-style-type: none"> ○ 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 Lake Bluff IL Endoscopy ASC LLC d/b/a North Shore Endoscopy Center (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 ☒ 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

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

Jeffrey Snodgrass
PRINTED NAME

President of AmSurg
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 26th day of Sept. 2023

Roma L. Daniel

Signature of Notary



Seal

*Insert the EXACT legal name of the applicant

SIGNATURE

PRINTED NAME

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this ____ day of ____

Signature of Notary

Seal

My Commission Expires: January 6, 2025

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

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.

SIGNATURE

Jeffrey Snodgrass³
PRINTED NAME

President of AmSurg
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 26th day of Sept. 2023

Roma L. Daniel

Signature of Notary

Seal

SIGNATURE

PRINTED NAME

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this ____ day of ____

Signature of Notary

Seal

Insert the EXACT legal name of the applicant



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.

My Commission Expires: January 6, 2025

Page 10

ATTACHMENT 1

Good Standing Certificates

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

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

Delaware

The First State

Page 1

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.



6065421 8300

SR# 20233561011

You may verify this certificate online at corp.delaware.gov/authver.shtmlA handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line.

Jeffrey W. Bullock, Secretary of State

Authentication: 204225585

Date: 09-22-23

Attachment 1

Delaware

The First State

Page 1

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.



7619447 8300

SR# 20233554378

You may verify this certificate online at corp.delaware.gov/authver.shtmlA handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line.

Jeffrey W. Bullock, Secretary of State

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.

FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE (this "**Amendment**") is made and entered into as of this 11 day of February, 2020 by and between **JEALAKE BLUFF, LLC**, an Illinois limited liability company ("**Landlord**"), and **THE LAKE BLUFF ENDOSCOPY ASC, LLC**, a Tennessee limited liability company ("**Tenant**").

RECITALS

A. American National Bank & Trust Company of Chicago, not individually, but solely as Trustee under Trust Agreement dated March 16, 1987 and known as Trust No. 10207306 ("**Original Landlord**"), and North Shore Endoscopy Venture ("**Original Tenant**") have heretofore entered into that certain Lease of Office Space dated March 31, 1994 (as amended, the "**Lease**"), as amended by that certain First Amendment to Lease of Office Space dated March 31, 2004 between LaSalle Bank National Association ("**1st Interim Landlord**"), as successor trustee to Original Landlord, and Original Tenant, as assigned and assumed in that certain Assignment and Assumption Agreement dated November 4, 2004 among Original Tenant, Tenant, successor-in-interest to Original Tenant, and 1st Interim Landlord, as amended by that certain Second Amendment to Lease dated as of November 4, 2004 between 1st Interim Landlord and Tenant, that certain Third Amendment to Lease dated as of June 17, 2010 between Chicago Title Land Trust ("**2nd Interim Landlord**"), as successor trustee to 1st Interim Landlord, and Tenant, and that certain Fourth Amendment to Lease dated as of January 28, 2015 between Franklin 101 Waukegan, LLC ("**3rd Interim Landlord**"), as successor to 2nd Interim Landlord, and Tenant, all relating to certain premises leased to Tenant known as Suite 980 (the "**Premises**") in the property commonly known as 101 Waukegan Road, Lake Bluff, Illinois 60044 (the "**Property**").

B. Landlord acquired title to the Property and is the successor to all right, title and interest of Original Landlord, 1st Interim Landlord, 2nd Interim Landlord and 3rd Interim Landlord as "**Landlord**" under the Lease.

B. Landlord and Tenant desire to further amend the Lease, pursuant to the terms and conditions contained herein, to, among other things, extend the term of the Lease.

AGREEMENTS

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

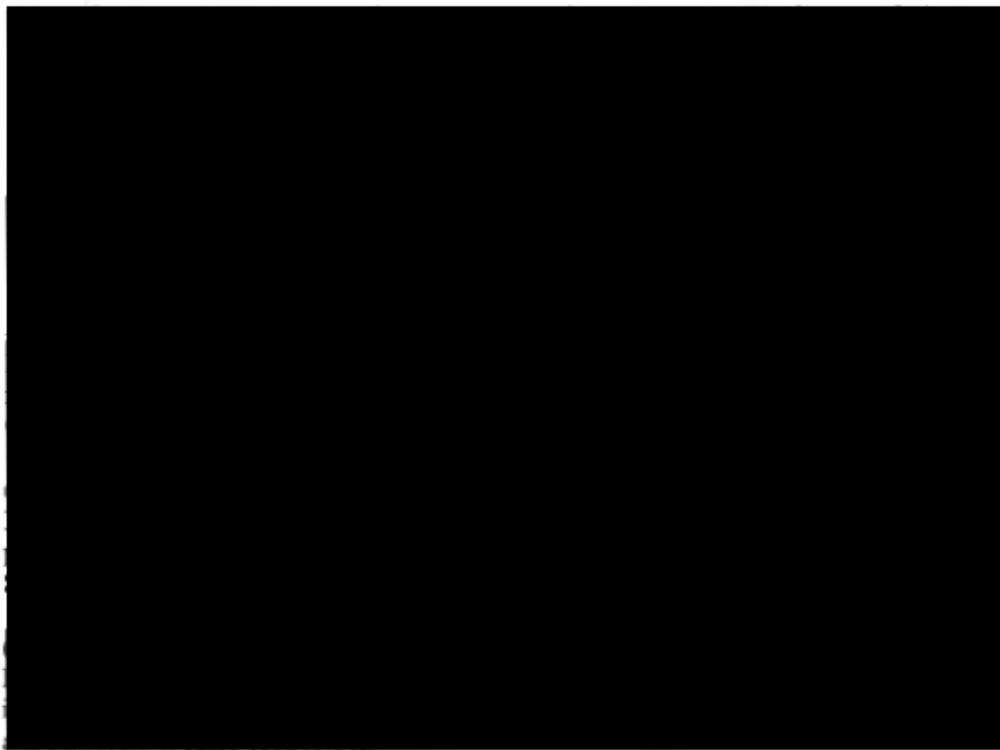
1. **Conflicts; Definitions.** This Amendment modifies the Lease. The Lease is deemed to be modified to the extent necessary to conform the Lease to the provisions of this Amendment. To the extent that the terms and provisions of this Amendment conflict with the terms and provisions of the Lease, the terms and provisions of this Amendment shall govern and control. Except as modified hereby, the terms and provisions of the Lease shall be and remain in full force and effect. All capitalized terms used herein, unless otherwise defined herein, shall have the same meanings as are set forth in the Lease.

2. **Re-measurement of Building and Premises.** Landlord and Tenant acknowledge and agree that, effective as of November 1, 2020, based on a re-measurement of the Building and the Premises, (a) the Premises shall be deemed to consist of 6,159 square feet of Rentable Area; (b) the Building shall be deemed to contain approximately 94,526 square feet of Rentable Area; and (c) paragraph 4.3(b)(i) of the Lease shall be deleted in its entirety and replaced by the following provision:



3. **Extension of Term.** The term of the Lease is hereby extended for a period of five years (5) year commencing on November 1, 2020 and ending on October 31, 2025 (the "**Extension Period**").

4. **Base Rental for Extension Period.** Notwithstanding anything to the contrary contained in the Lease and except as expressly provided in this Amendment, the extension of the Lease pursuant to Section 3 above shall be upon the same terms, covenants and conditions as provided in the Lease except that the Lease shall be revised to include the following terms for Base Rental:



5. **Deletion of Prior Extension Options.** All renewal or extension options set forth in the Lease which may be in effect prior to the execution of this Amendment are hereby deleted in their entireties and replaced in their entireties by the terms of Sections 6 and 7 below.

6. **First Option to Extend.** Tenant shall have the right, to be exercised as hereinafter provided, to extend the Term of the Lease (hereinafter referred to as the "**First Extension Option**") for one (1) period of five (5) years from November 1, 2025 through October 31, 2030 (hereinafter referred to as the "**First Extension Period**"), upon the following terms and conditions:

(a) If Tenant desires to exercise the First Extension Option, it must notify Landlord, in writing, on or before May 1, 2025, of its election to exercise the First Extension Option. The failure by Tenant to exercise the First Extension Option on or before May 1, 2025 for whatever reason, shall result in the automatic termination of the First Extension Option and the Second Extension Option (as hereinafter defined).

(b) Tenant shall not be entitled to exercise the First Extension Option if Tenant shall be in default in the performance of any of the terms, covenants and conditions contained in the Lease beyond any applicable notice and/or cure period, if any, either at the time of its attempted exercise of the First Extension Option or at the proposed time of commencement of the First Extension Period.

(c) Upon the exercise by Tenant of the First Extension Option, the Term shall be extended for the First Extension Period, which First Extension Period shall commence at 12:01 a.m. on November 1, 2025, and shall end at midnight on October 31, 2030, without any further action of Landlord and Tenant.

(d) The extension of the Term pursuant to the First Extension Option shall be upon the same terms, covenants and conditions as provided in the Lease, provided, however, the Base Rental for the First Extension Period shall be the fair market rental value for the Premises over the First Extension Period, which is the then-prevailing rental rates negotiated by landlords in the vicinity of the Building for premises of comparable quality, size, utility and location, with the length of the First Extension Period, any allowances, concessions, and transaction costs including brokerage fees, to be taken into account, all as determined by Baseball Arbitration (as hereinafter defined) which shall include increases annually over the First Extension Period as so determined.

(e) "Baseball Arbitration" shall mean, each Landlord and Tenant shall promptly determine their respective determination of fair market rental value (including annual escalations thereof over the applicable extended term) in a written statement delivered to the other. If Landlord and Tenant thereafter fail to reach agreement on fair market rental value within seven (7) business days of the receipt of the last of such determinations (the "**Start Date**"), then each party's calculation of the fair market rental value, each as delivered to the other party pursuant to the preceding sentence, shall be submitted to the Neutral Arbitrator (as defined below). The submittals shall be made concurrently with the selection of the Neutral Arbitrator pursuant to the terms below and shall be submitted to arbitration in accordance with the terms below. Landlord and Tenant shall mutually and reasonably appoint one (1) arbitrator who shall by profession be a

certified office leasing broker or appraiser who shall have been active over the five (5) year period ending on the date of such appointment in the leasing (or appraisal, as the case may be) of office buildings in the Lake County, Illinois area (the "Neutral Arbitrator"). The determination of the Neutral Arbitrator shall be limited solely to the issue of whether Landlord's determination or Tenant's determination of fair market rental value, each as submitted to the Neutral Arbitrator pursuant to the above terms, is the closest to the actual fair market rental value as determined by such Neutral Arbitrator. Such Neutral Arbitrator shall be appointed within fifteen (15) days after the Start Date. Neither the Landlord nor Tenant may, directly or indirectly, consult with the Neutral Arbitrator prior to his or her appearance. The Neutral Arbitrator shall be retained via an engagement letter jointly prepared by Landlord's counsel and Tenant's counsel. The determination selected by the Neutral Arbitrator as being closest to the fair market rental value, shall become the then applicable fair market rental value for purposes of the Lease and be binding upon Landlord and Tenant. If Landlord and Tenant fail to appoint the Neutral Arbitrator within fifteen (15) days after the Start Date, then each party shall appoint its own arbitrator meeting the standards required herein for the Neutral Arbitrator. Each arbitrator shall then agree on a mutually acceptable Neutral Arbitrator. The cost of arbitration shall be paid by Landlord and Tenant equally. The decision of such Neutral Arbitrator shall control.

7. **Second Option to Extend.** Provided Tenant has exercised the First Extension Option, Tenant shall have the right, to be exercised as hereinafter provided, to further extend the Term of the Lease (hereinafter referred to as the "**Second Extension Option**") for one (1) additional period of five (5) year from November 1, 2030 through October 31, 2035 (hereinafter referred to as the "**Second Extension Period**"), upon the following terms and conditions:

(a) If Tenant desires to exercise the Second Extension Option, it must notify Landlord, in writing, on or before May 1, 2030, of its election to exercise the Second Extension Option. The failure by Tenant to exercise the Second Extension Option on or before May 1, 2030 for whatever reason, shall result in the automatic termination of the Second Extension Option.

(b) Tenant shall not be entitled to exercise the Second Extension Option if Tenant shall be in default in the performance of any of the terms, covenants and conditions contained in the Lease beyond any applicable notice and/or cure period, if any, either at the time of its attempted exercise of the Second Extension Option or at the proposed time of commencement of the Second Extension Period.

(c) Upon the exercise by Tenant of the Second Extension Option, the Term shall be extended for the Second Extension Period, which Second Extension Period shall commence at 12:01 a.m. on November 1, 2030, and shall end at midnight on October 31, 2035, without any further action of Landlord and Tenant.

(d) The extension of the Term pursuant to the Second Extension Option shall be upon the same terms, covenants and conditions as provided in the Lease, and the Base Rental for the Second Extension Period shall be the fair market rental value for the Premises over the Second Extension Period, which is the then-prevailing rental rates negotiated by landlords in the vicinity of the Building for premises of comparable quality,

size, utility and location, with the length of the Second Extension Period, any allowances, concessions, and transaction costs including brokerage fees, to be taken into account, all as determined by Baseball Arbitration, which shall include increases annually over the Second Extension Period as so determined.

8. **Other Amendments to Lease.** Effective as of the date of this Amendment, the Lease shall be further amended as follows:

(a) **Section 7.1** of the Lease shall be modified to add the following language: "Notwithstanding anything to the contrary contained in this Lease, Tenant shall be permitted to assign the Lease or sublease all or any portion of the Premises to any related entity (i.e., any entity that (i) is owned by Tenant, (ii) subsequently owns Tenant, (iii) is controlled by or under common control of Tenant, or (iv) is otherwise affiliated with Tenant) upon written notice to, but without Landlord's prior approval or consent.";

(b) **Section 17.1** of the Lease shall be modified to add the following language: "Landlord and Tenant acknowledge and agree that patient information or medical records and other protected health information ("PHI", as defined by "HIPAA", 45 CFR Parts 160 and 164,) will be maintained at the Premises by Tenant. Notwithstanding anything to the contrary contained in this Lease, Landlord acknowledges and agrees that HIPAA requires Tenant to ensure the safety and confidentiality of PHI, as applicable. Landlord further acknowledges and agrees that, in order for Tenant to comply with HIPAA, Tenant may be required to restrict access to portions of the Premises where PHI may be kept and stored. Landlord hereby agrees that, notwithstanding the rights granted to Landlord in 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 or other PHI, which at any time, Tenant shall be able to secure in locked storage units or remove from the Premises. Further, Landlord shall cooperate with Tenant in restricting access to the Premises in a manner consistent with applicable laws and to prevent access to protected PHI.";

(c) **Section 18.1** of the Lease shall be modified to provide that copies of all notices shall be sent to Tenant at C/O Envision Healthcare, 1A Burton Hills Blvd., Nashville, TN 37215, Attention: Enterprise Vice President - Real Estate, with a concurrent copy to Tenant and C/O Bass Berry & Sims PLC, 150 3rd Avenue South, Suite 2800, Nashville, TN 37201, Attention: James Jenkins, Jr.

8. **As-Is Condition/Allowance.** Tenant agrees that: (i) it has been operating at the Premises; (ii) it has fully examined and knows the condition of the Premises and all fixtures, machinery and equipment therein and thereon; (iii) it is leasing the Premises, and all fixtures, machinery and equipment therein and thereon, on an "as-is" basis, without any new representation or warranty of any kind by Landlord; (iv) except for providing the Allowance (as hereinafter defined), Landlord shall not be obligated to do any work in the Premises in consideration of the execution of this Amendment; (v) Tenant remains obligated to return the Premises to Landlord at the end of the Term, as extended, as required under the Lease; and (vi) Tenant shall at all times

operate in the Premises in a manner so as not to disturb other tenants of the Building with noise or nuisance. Landlord shall provide to Tenant an allowance in an amount of up to Two Thousand Five Hundred and 00/100ths Dollars (the "Allowance") to be applied to reimburse Tenant for the actual, hard, out-of-pocket costs of any improvements made to the Premises by Tenant during the twelve (12) month period commencing as of the date of this Amendment. Landlord shall disburse only the amount of the Allowance equal to the actual, hard, out-of-pocket costs incurred by Tenant in construction of improvements or alterations of the Premises, and Tenant shall have no right to any such excess amounts. Notwithstanding anything to the contrary contained herein, in the event that the Allowance, or any portion thereof, is not used for the purposes permitted under the Amendment within a period of twelve (12) months following the date of this Amendment, then Landlord shall be entitled to retain any remaining balance of the Allowance and Tenant will forfeit all rights with respect thereto. All improvements to the Premises conducted by Tenant shall be done in accordance with the terms of the Lease.

9. **Real Estate Broker.** Tenant warrants that, except for Jones Lang LaSalle Brokerage, Inc., it has had no dealings with any real estate broker or sales person in connection with the extension of the Lease as provided in this Amendment and covenants to pay, hold harmless and indemnify Landlord from and against any and all costs, expenses and liabilities (including reasonable attorneys' fees and costs), for any compensation, commissions, fees or charges claimed by any other broker or agent purporting to represent Tenant with respect to the lease of the Premises for any extended period.

10. **Successors and Assigns.** This Amendment shall bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns.

11. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

12. **Ratification and Reaffirmation of Lease.** Except as modified by this Amendment, the terms, conditions and covenants of the Lease shall remain unchanged and otherwise in full force and effect and are hereby ratified and reaffirmed.

{Signatures appear on next page}

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

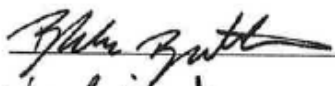
LANDLORD:

JEA LAKE BLUFF, LLC, an Illinois limited liability company

By: Its: President

TENANT:

THE LAKE BLUFF IL ENDOSCOPY ASC, LLC, a Tennessee limited liability company

By: Its: Vice President

The undersigned, the guarantor of the Lease pursuant to that certain Guarantee dated October ____, 2004 (the "Guaranty"), hereby reaffirms the undersigned's obligations under the Guaranty as modified by this Amendment.

NORTH SHORE ENDOSCOPY VENTURE

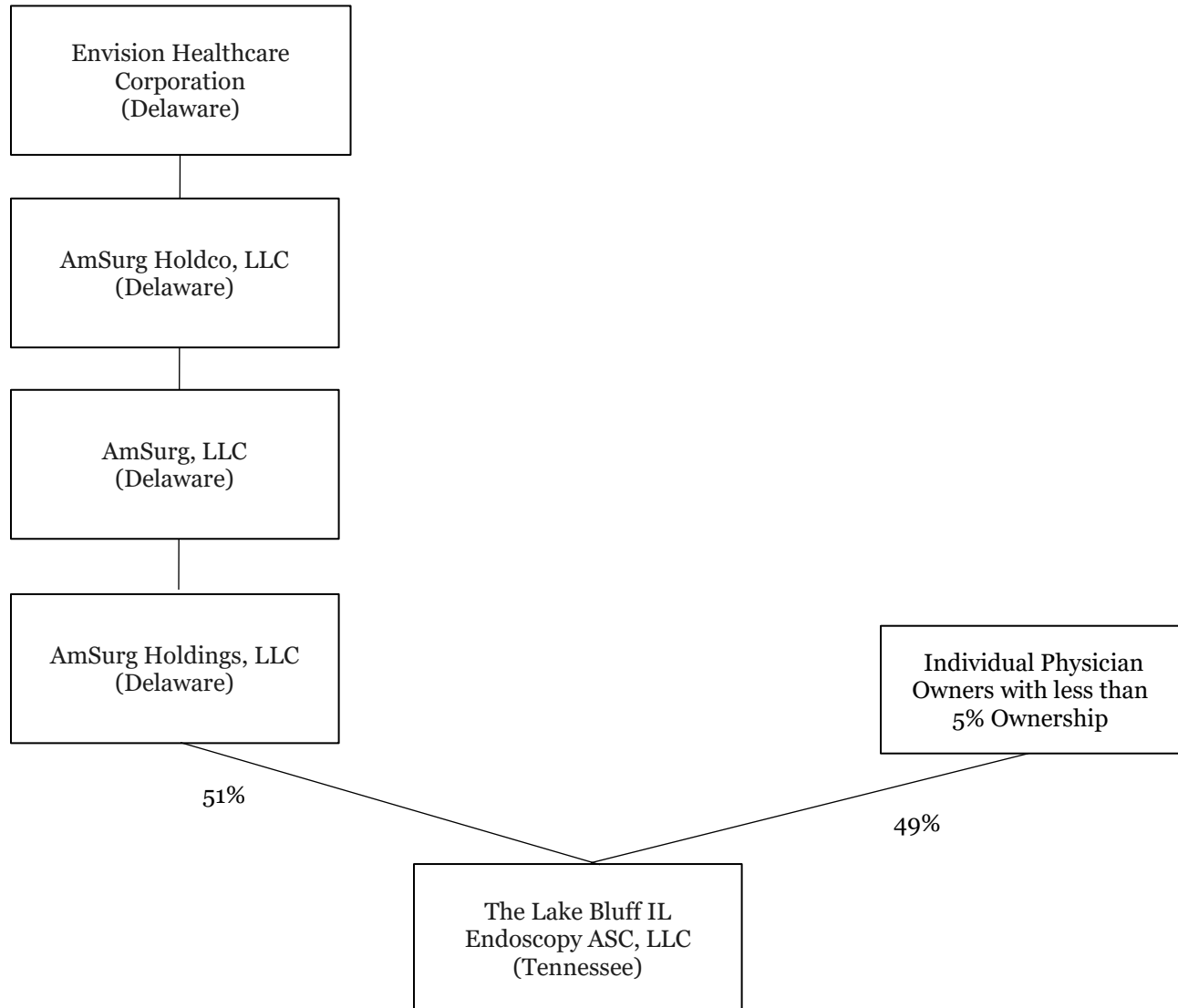
By: _____

Its: _____

ATTACHMENT 3**Operating Entity/Licensee**

The Lake Bluff IL Endoscopy ASC LLC d/b/a North Shore Endoscopy Center (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.

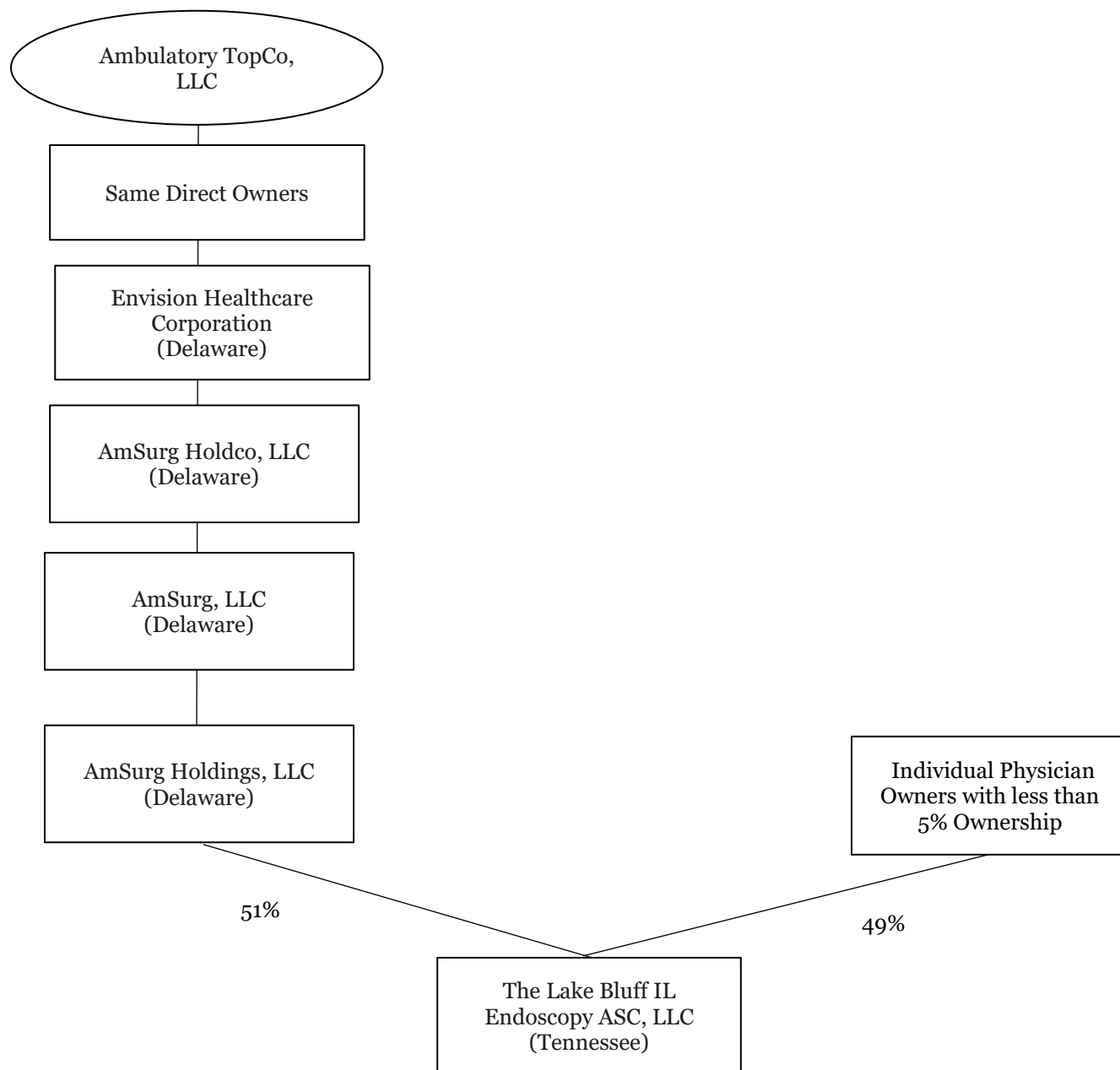
Following the completion of the contemplated restructuring, the current holders of certain debt of AmSurg, an indirect subsidiary of EHC, will become the indirect owners of Licensee through Ambulatory TopCo, LLC. The Licensee will continue to hold the license and operate its facility.

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 Lake Bluff IL Endoscopy ASC, 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 126510
LICENSE, PERMIT, CERTIFICATION, REGISTRATION		
<small>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.</small>		
Sameer Vohra, MD,JD,MA Director		<small>Issued under the authority of the Illinois Department of Public Health</small>
<small>EXPIRATION DATE</small> 11/9/2023	<small>CATEGORY</small>	<small>ID NUMBER</small> 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		
<small>The face of this license has a colored background. Printed by Authority of the State of Illinois • P.D. 919-603-001-10M 9/18</small>		

← 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, LLC
 dba Northshore Endoscopy Center
 101 S Waukegan Rd Ste 980
 Lake Bluff, IL 60044-3013

FEE RECEIPT NO.



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

- 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.
- 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.
- 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.
- 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

Organization # 88688

Organization: The Lake Bluff Illinois Endoscopy ASC LLC dba North Shore Endoscopy Center


April 20, 2022

Page 2

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.



 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			
<small>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</small>			

← **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.



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

- 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.
- 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.
- 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.
- 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


Organization # 79298
Organization: Glen Endoscopy Center, LLC dba Glen Endoscopy Center
February 16, 2023
Page 2

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.



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

 ILLINOIS DEPARTMENT OF PUBLIC HEALTH		HF128086
LICENSE, PERMIT, CERTIFICATION, REGISTRATION		
<small>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.</small>		
Sameer Vohra, MD,JD,MA Director		<small>Issued under the authority of the Illinois Department of Public Health</small>
EXPIRATION DATE 05/31/2024	CATEGORY	I.D. NUMBER 7003179
Ambulatory Surgery Treatment Center		
Effective: 06/01/2023		
Oak Lawn IL Endoscopy ASC LLC 9921 Southwest Highway Oak Lawn, IL 60453		
<small>The face of this license has a colored background. • Printed by Authority of the State of Illinois • P.O. #4422001 10M 3/22</small>		

← 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.



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

- 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.
- 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.
- 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.
- 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.

Organization # 19866
Organization: Oak Lawn IL Endoscopy ASC LLC dba Oak Lawn Endoscopy Center
October 17, 2022
Page 2

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.



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.
- ☒ 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 Lake Bluff IL Endoscopy ASC LLC d/b/a North Shore Endoscopy Center (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 Lake Bluff IL Endoscopy ASC, 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	1,172,267	3,347,955	3,919,659
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			
ATTACHMENT NO.			PAGES
1	Applicant Identification including Certificate of Good Standing		11-13
2	Site Ownership		14-21
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.		22
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.		23-25
5	Background of the Applicant		28-36
6	Change of Ownership		41-42
7	Charity Care Information		44