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: Oak Lawn IL Endoscopy ASC LLC d/b/a Oak Lawn Endoscopy Center		
Street Address: 9921 Southwest Highway		
City and Zip Code: Oak Lawn, IL 60453		
County: Cook	Health Service Area: 7	Health Planning Area: 031

Legislators

State Senator Name: Bill Cunningham
State Representative Name: Kelly Burke

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: Oak Lawn IL Endoscopy ASC LLC d/b/a Oak Lawn Endoscopy Center		
Street Address: 9921 Southwest Highway		
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County: Cook	Health Service Area: 7	Health Planning Area: 031

Legislators

State Senator Name: Bill Cunningham
State Representative Name: Kelly Burke

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

- Corporations and limited liability companies must provide an **Illinois certificate of good standing.**
- Partnerships must provide the name of the state in which 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]

[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 the New Owner 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: 9905-21 Venture, LLC
Address of Site Owner: 7815 W. 159th Street, Tinley Park, IL 60477
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: Oak Lawn IL Endoscopy ASC LLC
Address: 9921 Southwest Highway, Oak Lawn, IL 60453

☐	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: Oak Lawn IL Endoscopy ASC LLC
Address: 9921 Southwest Highway, Oak Lawn, IL 60453

☐ 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 Oak Lawn IL Endoscopy ASC LLC d/b/a Oak Lawn 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 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

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

*Insert the EXACT legal name of the applicant

My Commission Expires: January 6, 2025

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

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- 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] 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

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

*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.

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

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.

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

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.

Jeffrey W. Bullock, Secretary of State

7619447 8300

SR# 20233554378

Authentication: 204220293

Date: 09-21-23

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

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.

Lease Extension Agreement

This extension dated: April 15, 2019, is an extension of,
the original lease agreement, dated, March 15, 2004.

THIS EXTENSION IS by and between:

The 9905-21 VENTURE LTD
C/O Weaver Management
7815 W. 159th Street
Tinley Park, IL 60477 LESSOR, AND

Oak Lawn IL Endoscopy ASC, LLC
9921 C Southwest Hwy
Oak lawn, IL 60453

with a copy to:
AmSurg Corp c/o Envision Helthcare
20 Burton Hills Boulevard
Nashville, TN 37215 LESSEE,

FOR PREMISES AT: 9921 C Southwest Highway, Oak Lawn, Illinois

LEASE IS HEREBY EXTENDED FROM: May 1, 2019 to April 30, 2024.......................

ON ALL THE SAME TERMS AND CONDITIONS including the monthly rent which shall remain at [redacted]

AGREED:

Deborah A Reid

Lessor
Deborah A. Reid, as Agent for
9905-21 VENTURE LLC

4-15-19

Date

Blake Battista

Lessee
Vice President
Oak Lawn IL Endoscopy ASC, LLC

5-1-19

Date

Attachment 2

FIRST AMENDMENT TO LEASE

[Oak Lawn, IL]

THIS FIRST AMENDMENT TO LEASE ("Amendment") is executed effective as of the 1st day of June, 2013, by and between 9905-21 VENTURE, L.L.C., an Illinois limited liability company, a/k/a The 9905-2 Venture, Ltd. ("Lessor") and OAK LAWN IL ENDOSCOPY ASC, LLC, a Tennessee limited liability company ("Lessee").

WITNESSETH:

WHEREAS, pursuant to that certain Individual Space Lease entered into as of May 1, 2004, between Lessor and Oak Lawn Endoscopy, LLC, an Illinois limited liability company ("Assignor"), a copy of which is attached hereto as Exhibit A (the "Lease"), Lessor leased to Assignor certain premises containing approximately 2,960 square feet, as more particularly depicted on Exhibit B attached hereto (the "Premises"), together with all fixtures and improvements therein, in that certain structure located at 9921C Southwest Highway, Oak Lawn Village, Cook County, Illinois (the "Building"), all as more particularly described in the Lease; and

WHEREAS, pursuant to that certain Assignment and Assumption Agreement of even date herewith (the "Assignment"), Assignor assigned to Lessee, and Lessee assumed, all of Assignor's rights, entitlements and obligations in, to and under the Lease, as more particularly described therein; and

WHEREAS, Lessor and Lessee now desire to amend certain provisions of the Lease with respect to the Premises in order to confirm and clarify certain agreements and understandings between them with respect thereto, all as more particularly hereinafter set forth.

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, Lessor and Lessee hereby agree as follows:

1. Definitions. Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Lease.

2. Renewal Terms.

(a) Section Two of the Lease is hereby amended to provide that Lessee shall have the option to renew the Lease for three (3) additional periods of five (5) years each (each a "Renewal Term"), subject to all of the terms and conditions set forth in the Lease, except that (i) the monthly rent for the first Lease Year (defined herein) of each Renewal Term shall be adjusted to the fair market rental rate at the commencement of such Renewal Term as provided in Section 2(b) below and (ii) the monthly rent for each remaining Lease Year in each Renewal Term shall be adjusted at the commencement thereof as provided in Section 2(c) below. In addition, Lessor shall have the right to provide that at the commencement of any of the Renewal Terms rental under the Lease shall be payable on a "triple net" basis provided such "triple net"

Attachment 2

rent is the fair market rental rate for the Premises at the time of such conversion, with Lessee paying its proportionate share of Common Area Expenses under Section Three and Tax [redacted] Date to another shall not result in a decrease in the monthly rent. As used herein "Index" shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, (1986=100) issued by the Bureau of Labor Statistics of the United States Department of Labor. If the Index shall hereafter be converted to a different standard reference base or otherwise revised, the determination of the Index for the current Adjustment Date shall be made with the use of such conversion factor, formula or table for converting the Index as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then with the use of such conversion factor formula or table as may be published by any nationally recognized publisher of similar statistical information. If the Index shall cease to be published, then there shall be substituted for the Index such independently published index as Lessor may reasonably determine.

3. No Right of Early Termination. The paragraph headed "Buy out" in Section Two of the Lease is hereby deleted in its entirety.

4. Purpose. Section Six A of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

> "**A. Purpose:** Lessee shall use the premises for the purpose of operating an outpatient endoscopy surgical clinic and for uses reasonably related thereto and for no other purpose whatsoever without the prior written consent of the Lessor."

5. Medical Waste. Section Six H is hereby amended to add the following: "Lessee shall be solely responsible at its cost for the proper disposal and removal of any medical waste from the Premises."

6. Parking Facilities. Section Eight B of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

> "**B. Parking Facilities**: Lessee shall have the right to use the parking facilities on a non-exclusive basis in common with other tenants of the Building at no additional cost to Lessee. Lessor reserves the right to rearrange or relocate the parking and common areas provided Lessee shall at all times have reasonable access to and use of the Premises, the parking facilities and the common areas necessary for the conduct of Lessee's business."

7. Alterations. Section Nine of the Lease is hereby deleted in its entirety and replaced with the following:

SECTION NINE
ALTERATIONS

> A. Except as set forth below or as provided in Section Nine B, Lessee will not make any alterations, installations, changes, replacements, additions, or improvements (structural or otherwise) (each an "Alteration") in or to the Premises or any part thereof without obtaining in each instance obtaining Lessor's prior written consent to such Alteration; provided, however, that Lessor shall not unreasonably withhold, condition or delay its consent to any of the same which do not affect the structural, mechanical, electrical, hydraulic, plumbing, heating, ventilating or air

conditioning systems serving either the Building or the Premises. Lessee agrees that at the expiration or earlier termination of this Lease any Alteration, including wall to wall carpet, in the Premises (whether installed with or without Lessor's consent), shall at the election of Lessor either (i) be removed by Lessee (provided that Lessor may make this election only with respect to Alterations made after the effective date of this Amendment); or (ii) remain in the Premises and be surrendered with the Premises at the expiration of this Lease without disturbance, molestation or injury. Should Lessor elect that Alterations made by Lessee in the Premises be removed upon expiration or termination of this Lease, Lessee hereby agrees to cause same to be removed and to repair any damage caused thereby and restore the Premises at Lessee's sole cost and expense and Lessee hereby agrees to reimburse Lessor for the cost of such removal together with any and all damages which Lessor may suffer and sustain by reason of the failure of Lessee to remove the same and to repair and restore as set forth above. Notwithstanding the foregoing, Lessee shall have the right to remove all trade fixtures and equipment from the Premises at the expiration of the Lease provided Lessee shall repair any damage resulting from such removal.

B. Notwithstanding Section Nine B to the contrary, Lessee shall have the right upon not less than ten (10) business days' prior written notice to Lessor, but otherwise without Lessor's consent (a) to paint, decorate or carpet the interior of the Premises and (b) to make one or more Alterations to the interior of the Premises if any such Alteration: (i) does not cost more than Twenty Five Thousand and 00/100 Dollars ($25,000.00); (ii) does not affect any existing building systems located either outside of or within the Premises; and (iii) does not affect any structural element of the Building (including the roof, foundation, exterior walls or load-bearing columns or other supports).

C. All of Lessee's work shall be done by contractors acceptable to Lessor in its reasonable discretion. Alterations by Lessee shall be coordinated with any work being performed by Lessor. As further conditions to Lessor's approval of any proposed Alterations or additions by Lessee which are to be made by a contractor, Lessee shall cause the contractor(s) and subcontractor(s) to carry workmen's compensation insurance in statutory amounts, builder's risk insurance and comprehensive public liability insurance with limits as reasonably approved by Lessor, and Lessee shall deliver to Lessor certificates of all such insurance. Lessee's work shall be performed in a first class and lien free manner and in such a way so as to not unreasonably interfere with the use and enjoyment of the Building by other Lessees and their invitees and licensees. Lessee shall not be Lessor's agent for purposes of this work and Lessee shall be solely responsible for any mechanics' or materialmen's lien arising therefrom. Lessee shall pay, bond or otherwise release of record any such lien within twenty (20) days after receiving notice of its existence.

8. Lessor's Liability. Section Eleven A of the Lease is hereby amended to delete the words "occasion be" in the first sentence of said Section and replace them with "occasioned by."

9. Indemnification; Limitation of Liability. The following are hereby added to the Lease as new Sections Eleven C and Eleven D:

"**C. Indemnification**: Lessee hereby agrees to indemnify, defend and hold harmless Lessor, Lessor's mortgagees and any of Lessor's members, managers, officers, employees or agents, from and against, any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from (i) injury to or death of any person or damage to or loss of property, in the Leased Premises or connected with Lessee's use, condition or occupancy thereof, (ii) Lessee's breach of this Lease or (iii) any act or omission of Lessee or its agents, contractors, licensees, sublessees or invitees, except to the extent of loss, damage or injury attributable to Lessor's negligence or willful misconduct. Lessor hereby agrees to indemnify, defend and hold harmless Lessee, Lessee's members, managers, officers, employees or agents, from and against, any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from (i) Lessor's breach of this Lease or (ii) the negligence or willful misconduct of Lessor, its agents, contractors, or invitees .

D. Limitation of Lessor's Liability. Notwithstanding any provision of this Lease to the contrary or any general rule of law, in no event whatsoever shall Lessor or any of its members, managers, officers, employees, or agents have any personal liability whatsoever with respect to this Lease and no such personal liability shall be sought, obtained or enforced. Any liability of Lessor under this Lease shall be enforced solely against Lessor's equity interest in the Building (which shall be deemed to include any sales, insurance, condemnation or rental proceeds related thereto) and no other properties or assets of Lessor shall be subject to this Lease."

10. Insurance. Section Fourteen A of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"A. Lessee shall, at its own expense, and at all times during the term of this Lease, maintain in force a policy of insurance written by one or more responsible insurance carriers, the following types of insurance:

1. Property insurance covering (i) all personal property and (ii) all trade fixtures and tenant improvements located in the Premises. All such property insurance shall be against damage by fire and casualty in the form of ISO Causes of Loss – Special Form for the full replacement value of the property insured.

2. Plate Glass Insurance on all plate glass on the premises, or in the alternative, shall be responsible for repairing or replacing any damaged plate glass at the Premises, notwithstanding anything contained herein to the contrary.

3. Commercial general liability insurance in at least the amount of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate."

4. Professional liability insurance of not less than one million dollars ($1,000,000).

All insurance required to be maintained by Lessee must be in at least the amounts required under this Section and include waivers of subrogation. Lessee agrees to deliver to Lessor within five (5) business days of receipt any notice that coverage required hereunder will be suspended, voided, canceled, non-renewed, or reduced in scope or limits. Lessee agrees that Lessee's Commercial General Liability Insurance and Automobile Liability Insurance shall be endorsed to include Lessor, its members, managers, property manager and any future mortgagee of the Building of which Lessee has received notice as an additional insured. A certificate of insurance evidencing such insurance and an additional insured endorsement shall be delivered to Lessor no later than five (5) business days after the parties both execute this Lease and must be provided not less frequently than the first day of each calendar year thereafter.

11. Assignment. Section Fifteen of the Lease is hereby amendment to add the following language to the end thereof: "Notwithstanding any of the foregoing to the contrary, however, Lessee may assign this Lease, or sublet all or portion of the Premises, to (i) any entity that controls, is controlled by or is under common control with, whether directly or indirectly, Lessee (an "Affiliate"), or (ii) any person, firm, company or corporation that is the purchaser of all or substantially all of the assets or outstanding ownership interests of Lessee or Lessee's Affiliates by virtue of a merger, consolidation, dividend, spinoff, reorganization or other business transaction, provided that any such assignee has a net worth that equals or exceeds that of Lessee immediately prior to such transaction."

12. Patient Privacy. Notwithstanding any of Lessor's rights to enter the Premises pursuant to the terms of this Lease, Lessor shall not cause Lessee to violate any laws, regulations or ordinances intended to protect the rights and privacy of Lessee's patients, including those relating to any and all patient records, which at any time, Lessee shall be able to secure in locked

storage unites or remove from the Premises.

13. Default. Section Eighteen of the Lease is hereby amended to provide that Lessee shall have twenty (20) days after notice thereof in writing in which to cure non-monetary defaults (provided that if as a result of the notice of the default Lessee is unable to cure such default in the twenty (20)-day period, Lessee shall not be in default if Lessee shall have commenced to cure such default within the twenty (20)-day period and thereafter diligently pursues such cure until completion).

14. Subordination. The following is hereby added as clause 7 at the end of Section Nineteen of the Lease:

> 7. To record a mortgage, deed of trust or other financing lien against the Building or portion thereof. In connection therewith, Lessee agrees that this Lease will be subject and subordinate to any such future mortgage, deed of trust or other financing lien (hereinafter collectively referred to as "**mortgages**") which may hereafter affect this Lease or the Building, and to all renewals, modifications, consolidations, replacements, amendments and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee (as used in this Lease, "**mortgagee**" includes any mortgagee under a mortgage, any beneficiary or trustee under a deed of trust, and any lender or other secured party under a deed to secure debt or other instrument similar to any of the foregoing). Notwithstanding the foregoing, such subordination shall be conditioned upon any such mortgagee agreeing in writing in a form reasonably acceptable to Lessee that such mortgagee will not disturb Lessee's rights under this Lessee or Lessee's possession of the Premises except in compliance with the terms of this Lease in the event of a foreclosure, deed-in-lieu or similar action to enforce mortgagee's interest under the mortgage. In confirmation of such subordination, Lessee shall execute promptly any certificate that Lessor may reasonably request provided that such certificate includes the non-disturbance agreement referenced above. Lessee covenants and agrees that it will, at the written request of any such mortgagee (or the purchaser at any such foreclosure sale), execute, acknowledge and deliver any instrument that has for its purpose and effect the subordination of said mortgage to this Lease provided such instrument contains the non-disturbance agreement referenced above. At any time and from time to time, Lessee covenants and agrees to attorn to any successor to Lessor's interest, whether such successor acquires its interest by voluntary conveyance, foreclosure, deed in lieu of foreclosure, or any other method, and this Lease shall continue as a direct lease between Lessee and such Lessor or its successor and the prior Lessor shall be released from all obligations and liability under this Lease arising after the date of transfer.

15. Hazardous Materials. Section Twenty B of the Lease is hereby amended to

provide that Lessee is permitted to use such hazardous substances as are necessary to conduct its business as an ambulatory surgery center so long as such use is in compliance with all applicable laws.

16. Holding Over. Section Twenty-Two of the Lease is hereby amended to provide that the hold-over rent shall be [redacted] the daily rental last paid prior to termination.

17. Lessor's Lien. [redacted] deleted in its entirety.

18. Notices. Any notices required to be sent hereunder shall be hand delivered or sent by a nationally recognized overnight delivery service (such as FedEx) or by certified mail (return receipt requested) to the following addresses:

LESSOR:	9905-21 Venture, L.L.C. Weaver Realty and Management Attn: Debbie Reid 7815 West 159th Street Tinley Park, IL 60477
with a copy to:	Lauri Carduff 9921 Southwest Highway Oak Lawn, IL 60453
LESSEE:	Oak Lawn IL Endoscopy ASC, LLC % AmSurg Corp. 20 Burton Hills Boulevard Nashville, TN 37215 Attn.: Claire Gulmi
with a copy to	Bass, Berry & Sims PLC 150 3rd Avenue South, Suite 2800 Nashville, TN 37201 Attn: J. James Jenkins, Jr.

19. Costs and Fees. The following is hereby added at the end of Section Twenty-Five of the Lease:

> "In the event either party resorts to judicial proceedings to enforce any right within this Lease, the party ultimately prevailing in such proceedings shall be entitled to recover from the defaulting party the costs of such proceedings, including reasonable attorneys' fees, to the extent permissible under applicable law."

20. Quiet Enjoyment. As long as Lessee is not in default hereunder, Lessor covenants that Lessee shall peaceably hold and enjoy the Premises, subject to the terms of this Lease.

21. Lessor's Representations. Lessor hereby represents and warrants to Lessee as follows:

(a) As of the date hereof, 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) A true, accurate and complete copy of the Lease is attached hereto as Exhibit A. The Lease is in full force and effect, and has not been amended or modified in any manner prior to the date hereof.

(c) There are no mortgages encumbering the Premises or the Building as of the date hereof.

22. Counterparts. This Amendment 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.

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

[Signatures on Following Page]

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

LESSOR:

9905-21 VENTURE, L.L.C.

By: ______________________
Name: ____________________
Title: _____________________

LESSEE:

OAK LAWN IL ENDOSCOPY ASC, LLC

By: ______________________
Name: Claire McGuire
Title: Vice President

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

LESSOR:

9905-21 VENTURE, L.L.C.

By: ______________________
Name: SAMIR PATEL
Title: MD

LESSEE:

OAK LAWN IL ENDOSCOPY ASC, LLC

By: ______________________
Name: ______________________
Title: ______________________

ATTACHMENT 3

Operating Entity/Licensee

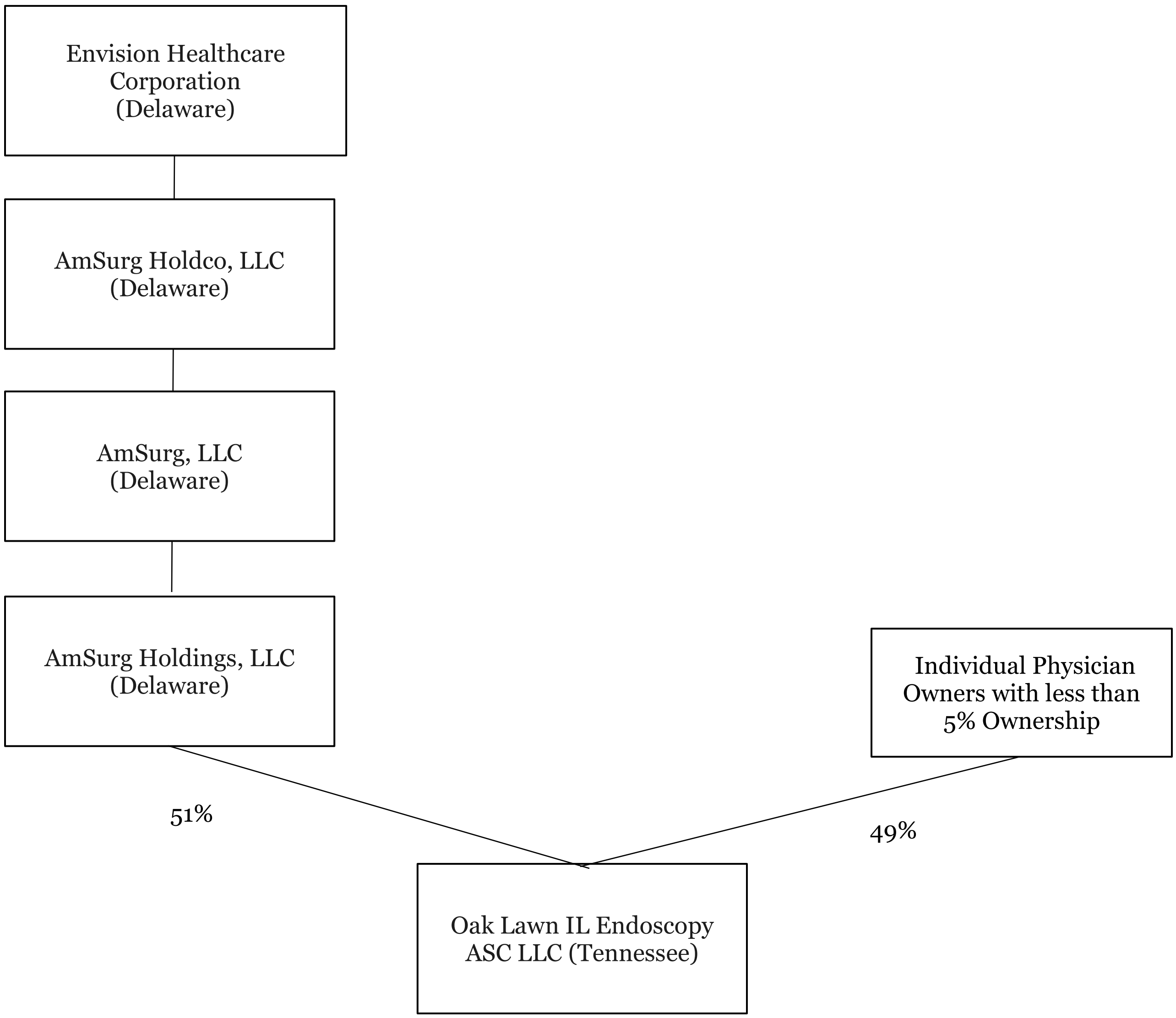
The Oak Lawn IL Endoscopy ASC LLC d/b/a Oak Lawn Endoscopy Center (the "Licensee") is currently indirectly owned, in part, by AmSurg, LLC ("AmSurg"), which is owned by Envision Healthcare Corporation ("EHC", and together with certain of its affiliates, "Envision"). Envision filed for relief under Chapter 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

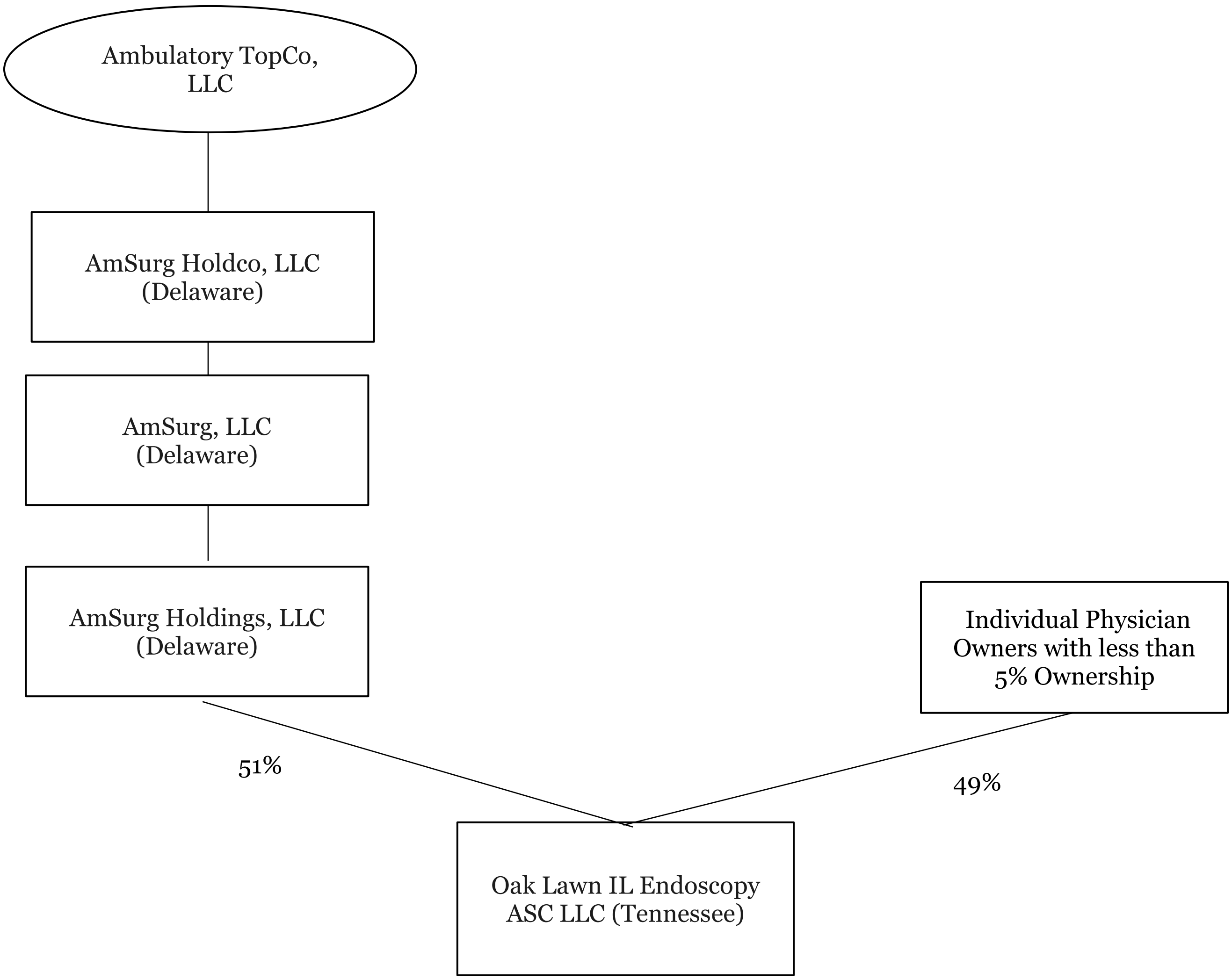
Pre-Reorganization Structure:



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 Oak Lawn 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 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.

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 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

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.

AAAHC / 1095 STRONG

Attachment 5

HF 126510

Illinois Department of PUBLIC HEALTH

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

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

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

Attachment 5

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.

AAAHC / 1095 STRONG

Attachment 5

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 Oak Lawn IL Endoscopy ASC LLC d/b/a Oak Lawn 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 Oak Lawn 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	2,189,721	4,494,072	4,844,553
Amount of Charity Care (charges)	1,854	0	0
Cost of Charity Care	988	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	14-26
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	27
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	28-30
5	Background of the Applicant	33-41
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7	Charity Care Information	49