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HEALTH FACILITIES &  
SERVICES REVIEW BOARD

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

E-010-25

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name:	Glen Endoscopy Center, LLC		
Street Address:	2551 Compass Road, Suite 115		
City and Zip Code:	Glenview, IL 60025		
County:	Cook	Health Service Area: 007	Health Planning Area : 031

Legislators

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

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

Exact Legal Name:	Glen Endoscopy Center, LLC
Street Address:	2551 Compass Road, Suite 120
City and Zip Code:	Glenview, IL 60025
Name of Registered Agent:	Corporation Service Company
Registered Agent Street Address:	2908 Poston Ave.
Registered Agent City and Zip Code:	Nashville, TN 37203-1312
Name of Chief Executive Officer:	Jeffrey Snodgrass
CEO Street Address:	1A Burton Hills Blvd., Suite 300
CEO City and Zip Code:	Nashville, TN 37215
CEO Telephone Number:	

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        |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> 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:	Joe Ourth
Title:	Partner
Company Name:	Saul Ewing LLP
Address:	161 N. Clark Street, Suite 4200, Chicago, IL 60601
Telephone Number:	(312) 876-7815
E-mail Address:	joe.ourth@saul.com
Fax Number:	(312) 876-5216

**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 project.**

**Facility/Project Identification**

Facility Name:	Ambulatory TopCo, LLC		
Street Address:	1A Burton Hills Blvd., Suite 300		
City and Zip Code:	Nashville, TN 37215		
County:	Cook	Health Service Area:	007 Health Planning Area :031

**Legislators**

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

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

Exact Legal Name:	Ambulatory TopCo, LLC
Street Address:	1A Burton Hills Blvd., Suite 300
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:	Jeffrey Snodgrass
CEO Street Address:	1A Burton Hills Blvd., Suite 300
CEO City and Zip Code:	Nashville, TN 37215
CEO Telephone Number:	

**Type of Ownership of Applicants**

- ☐ Non-profit Corporation  
☐ For-profit Corporation  
☒ Limited Liability Company  
☐ Other

- ☐ Partnership  
☐ Governmental  
☐ Sole Proprietorship

- 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.**

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Name:	Joe Ourth
Title:	Partner
Company Name:	Saul Ewing LLP
Address:	161 N. Clark Street, Suite 4200, Chicago, IL 60601
Telephone Number:	(312) 876-7815

**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:	Ascension Health Alliance				
Street Address:	4600 Edmundson Road				
City and Zip Code:	Saint Louis, MO 63134				
County:	Cook	Health Service Area:	007	Health Planning Area :	031

**Legislators**

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

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

Exact Legal Name:	Ascension Health Alliance
Street Address:	4600 Edmundson Road
City and Zip Code:	Saint Louis, MO 63134
Name of Registered Agent:	CSC-Lawyers Incorporating Service Company
Registered Agent Street Address:	221 Bolivar St.
Registered Agent City and Zip Code:	Jefferson City, MO 65101
Name of Chief Executive Officer:	Joseph Impicicche, CEO
CEO Street Address:	4600 Edmundson Drive
CEO City and Zip Code:	St. Louis, MO 63134
CEO Telephone Number:	314-733-8000

**Type of Ownership of Applicants**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Non-profit Corporation | <input type="checkbox"/> Partnership         |
| <input type="checkbox"/> For-profit Corporation            | <input type="checkbox"/> Governmental        |
| <input type="checkbox"/> Limited Liability Company         | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> 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:	Joe Ourth
Title:	Partner
Company Name:	Saul Ewing LLP
Address:	161 N. Clark Street, Suite 4200, Chicago, IL 60601
Telephone Number:	(312) 876-7815
E-mail Address:	joe.ourth@saul.com
Fax Number:	(312) 876-5216

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

Name:	Ashley Wheelock
Title:	Counsel
Company Name:	Sheppard Mullin
Address:	845 Texas Avenue, 25th Floor, Houston, TX 77002
Telephone Number:	(713) 431-7144
E-mail Address:	awheelock@sheppardmullin.com
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:	Julie P. Roknich
Title:	VP, Associate General Counsel
Company Name:	Ascension Illinois
Address:	2900 N. Lake Shore Drive, 7th Floor, Chicago, IL 60657
Telephone Number:	(847) 915-1041
E-mail Address:	Julie.Roknich@ascension.org
Fax Number:	n/a

**Site Ownership after the Project is Complete**

[Provide this information for each applicable site]

Exact Legal Name of Site Owner:	KAGR2 GLENVIEW COMPASS II, LLC
Address of Site Owner:	P.O. Box 25517, Tampa, FL 33622
Street Address or Legal Description of the Site:	
<b>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.</b>	
<b>APPEND DOCUMENTATION AS ATTACHMENT 2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>	

**Current Operating Identity/Licensee**

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

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

### Operating Identity/Licensee after the Project is Complete

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

Exact Legal Name: Glen Endoscopy Center, LLC (no change)

Address: 2551 Compass Road, Suite 115, Glenview, IL 60025

☐ Non-profit Corporation  
☐ For-profit Corporation  
☒ Limited Liability Company  
Other

☐ Partnership  
☐ Governmental  
☐ Sole Proprietorship

☐

- 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.

Ascension Health Alliance, a Missouri non-profit corporation ("Ascension"), through its wholly owned subsidiary Project Bluegrass Holdco, LLC entered into an Equity Purchase Agreement ("Purchase Agreement") dated June 16, 2025, for Ascension to acquire the ownership interests in co-applicant Ambulatory TopCo, LLC ("Ambulatory TopCo") (the "Transaction"). The Transaction will introduce approximately 250 ambulatory surgery centers across 34 states into the Ascension health care system, significantly expanding Ascension's ability to deliver high quality care in community-based settings in Illinois and nationwide. These centers specialize in gastroenterology, ophthalmology, orthopedics and other services.

The three Illinois surgery centers involved in the transaction (the "Illinois ASTCs" or "Centers") include:

The Glen Endoscopy Center  
Oak Lawn Endoscopy Center  
North Shore Endoscopy Center

The Transaction will not result in any change to the governance, controlling body, location, officers, staffing, or assets or liabilities of any of the Illinois facilities. Each of the Illinois ASTCs are currently indirectly owned, in part, by Ambulatory TopCo and the remainder by practicing physicians. Under the Purchase Agreement, upon satisfaction of the closing conditions (including the Parties obtaining all necessary regulatory approvals), Ascension will purchase all of the issued and outstanding membership interests of Ambulatory TopCo. Thereafter, Ascension will be an indirect, partial owner of each of the Illinois ASTCs. The Post-Closing organizational structure is shown in Attachment 4.

Ascension is a Catholic and non-profit health system with a mission of delivering compassionate, personalized care to all. Ascension's network currently spans 16 states and the District of Columbia. Ascension's network encompasses 94 wholly owned or consolidated hospitals, and ownership interests in 27 additional hospitals through partnerships. Ascension's affiliate, Ascension Health, also currently operates four acute health care facilities, two ambulatory surgery centers, and six long term care facilities in Illinois, each offering a wide range of healthcare services to Illinois residents. Ascension intends to continue AmSurg's model of physician-led joint ventures and governance, to ensure that clinical leadership remains central to each center's success and that physicians are empowered to shape the delivery of care in their communities.

The applicants seek authority from the Illinois Health Facilities and Services Review Board for the change of ownership, as defined by Review Board regulations. The Transaction is anticipated to close as early as November 30, 2025, but the Transaction closing date may extend into 2026 depending on receipt of all required regulatory approvals (which is largely outside of the Parties' control). The Illinois ASTCs' direct ownership and its federal tax ID number will not change. There will be no change in the entity holding the license and services provided by the Illinois ASTCs will continue in the ordinary course.

## CERTIFICATION

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

- o in the case of a corporation, any two of its officers or members of its Board of Directors;
- o 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);
- o 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);
- o in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- o in the case of a sole proprietor, the individual that is the proprietor.

This Application is filed on the behalf of: Glen Endoscopy Center, 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.

*Ashley Paige Reber*



07/25/2025 03:40 PM CDT

SIGNATURE

Paige Reber

PRINTED NAME

General Counsel

PRINTED TITLE

Notarization:

Subscribed and sworn to before me  
this 25<sup>th</sup> day of July, 2025

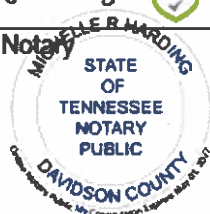
*Michelle R Harding*



07/25/2025 03:43 PM CDT

Signature of Notary

Seal



Online Notary Public: This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SHORE

*Neal Kuehler Hennegan*



07/25/2025 03:18 PM CDT

SIGNATURE

Keith Hennegan

PRINTED NAME

Chief Operating Officer

PRINTED TITLE

Notarization:

Subscribed and sworn to before me  
this 25<sup>th</sup> day of July, 2025

*Michelle R Harding*



07/25/2025 03:11 PM CDT

Signature of Notary

Seal



Online Notary Public: This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SHORE

## CERTIFICATION

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- o 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);
- o 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);
- o in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- o 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.

*Ashley Paige Reber*



07/25/2025 03:43 PM CDT

SIGNATURE

Paige Reber  
PRINTED NAME

General Counsel  
PRINTED TITLE

*Neal Kuebler Hennegan*



07/25/2025 05:15 PM CDT

SIGNATURE

Keith Hennegan  
PRINTED NAME

Chief Operating Officer  
PRINTED TITLE

Notarization:  
Subscribed and sworn to before me  
this 25<sup>th</sup> day of July, 2025

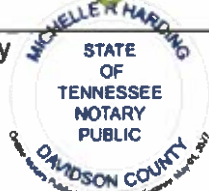
*Michelle R Harding*



07/25/2025 03:43 PM CDT

Signature of Notary

Seal



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involved the use of online media/video  
communication technology.  
Notarization facilitated by eScribe

Notarization:  
Subscribed and sworn to before me  
this 25<sup>th</sup> day of July, 2025

*Michelle R Harding*



07/25/2025 05:15 PM CDT

Signature of Notary

Seal



Online Notary Public: This notarial act  
involved the use of online  
media/video communication  
technology. Notarization facilitated  
by eScribe



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- 2024 Edition

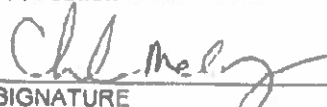
**CERTIFICATION**

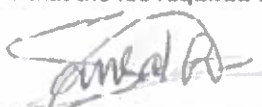
The Application must be signed by the authorized representatives of the applicant entity. Authorized representatives are:

- o in the case of a corporation, any two of its officers or members of its Board of Directors;
- o 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);
- o 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);
- o in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- o in the case of a sole proprietor, the individual that is the proprietor.

This Application is filed on the behalf of **Ascension Health Alliance**

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.

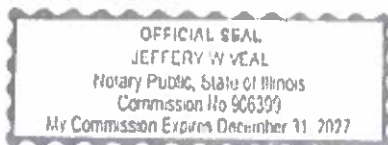
  
SIGNATURE  
Christine Meloy  
PRINTED NAME  
EVP & GC  
PRINTED TITLE

  
SIGNATURE  
Saurabh Tripathi  
PRINTED NAME  
EVP & CFO  
PRINTED TITLE

Notarization:  
Subscribed and sworn to before me  
this 22<sup>nd</sup> day of July

  
Signature of Notary

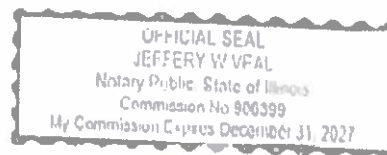
Seal



Notarization:  
Subscribed and sworn to before me  
this 22<sup>nd</sup> day of July

  
Signature of Notary

Seal



### 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: \$ \_\_\_\_\_  
Fair Market Value: \$ \_\_\_\_\_

### 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.

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**Anticipated exemption completion date** (refer to Part 1130.570): On or around November 30, 2025 but potentially sometime in 2026 depending on receipt of all required regulatory approvals and satisfaction of other closing conditions.

### State Agency Submittals

Are the following submittals up to date as applicable:

- ☒ Cancer Registry
- ☐ APORS N/A
- ☒ All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
- ☒ All reports regarding outstanding permits

**Failure to be up to date with these requirements will result in the Application being deemed incomplete.**

## SECTION II. BACKGROUND.

### BACKGROUND OF APPLICANT

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

### 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



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

<b>APPLICABLE REVIEW CRITERIA</b>	<b>CHOW</b>
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
<b>APPEND DOCUMENTATION AS <u>ATTACHMENT 6</u>, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>	

## 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.**

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		
2	Site Ownership		
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.		
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.		
5	Background of the Applicant		
6	Change of Ownership		
7	Charity Care Information		

## **Section I, Identification, General Information and Certification**

### **Attachment 1, Type of Ownership of Applicants**

An organizational chart showing the current ownership structure of Glen Endoscopy Center, LLC ("Glen Endoscopy Center"), along with the post-closing ownership structure of Glen Endoscopy Center, is included in Attachment 4. Good standing certificates for the following entities are also attached:

1. Glen Endoscopy Center, LLC ("Glen Endoscopy Center"): Glen Endoscopy Center is an Illinois limited liability company. A copy of Glen Endoscopy Center's Illinois Good Standing Certificate is attached.
2. Ambulatory TopCo, LLC ("Ambulatory TopCo"): Ambulatory TopCo is a Delaware limited liability company. A copy of its Illinois Certificate of Good Standing is attached.
3. Ascension Health Alliance ("Ascension"): Ascension is a Missouri not-for-profit corporation. A copy of its Illinois Certificate of Good Standing is attached.

**File Number**

**0417314-7**



***To all to whom these Presents Shall Come, Greeting:***

***I, Alexi Giannoulas, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that***

**GLEN ENDOSCOPY CENTER, LLC, A TENNESSEE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON DECEMBER 27, 2012, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.**



Authentication #: 2519900388 verifiable until 07/18/2026  
Authenticate at: <https://www.isos.gov>

***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 18TH day of JULY A.D. 2025 .***

  
SECRETARY OF STATE

**ATTACHMENT 1**



*File Number*

1467865-4



***To all to whom these Presents Shall Come, Greeting:***

***I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that***

**AMBULATORY TOPCO, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON MAY 07, 2024, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.**



Authentication #: 2519802252 verifiable until 07/17/2026  
Authenticate at: <https://www.ilsos.gov>

***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 17TH day of JULY A.D. 2025 .***

*Alexi Giannoulis*  
SECRETARY OF STATE

**ATTACHMENT 1**

**File Number**

**6837-786-2**



***To all to whom these Presents Shall Come, Greeting:***

***I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that***

**ASCENSION HEALTH ALLIANCE, INCORPORATED IN MISSOURI AND LICENSED TO CONDUCT AFFAIRS IN THIS STATE ON APRIL 02, 2012, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO CONDUCT AFFAIRS IN THE STATE OF ILLINOIS.**



Authentication #: 2519802372 verifiable until 07/17/2026  
Authenticate at: <https://www.isos.gov>

***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 17TH day of JULY A.D. 2025 .***

*Alexi Giannoulis*  
SECRETARY OF STATE

**ATTACHMENT 1**

## **Section I, Identification, General Information and Certification**

### **Attachment 2, Site Ownership**

The real property is owned by KAGR2 Glenview Compass II, LLC and leased to Glen Endoscopy Center, LLC. There will be no change in site ownership as a result of the proposed change in ownership. A copy of the lease is attached.

**LEASE**

## SEVENTH AMENDMENT TO LEASE AGREEMENT

THIS SEVENTH AMENDMENT TO LEASE AGREEMENT (this "**Amendment**") is made and entered into as of June 23, 2025 (the "**Effective Date**") by and between KAGR2 GLENVIEW COMPASS II, LLC, a Delaware limited liability company ("**Landlord**"), and THE GLEN ENDOSCOPY CENTER, LLC, a Tennessee limited liability company ("**Tenant**").

### RECITALS

A. Landlord's predecessor-in-interest and Tenant entered into that certain Office Lease dated as of March 27, 2002 (the "**Original Lease**") for the premises containing approximately 7,953 rentable square feet known as Suite 115 (the "**Premises**") in that certain building located at 2551 Compass Road, Glenview, Illinois 60026 (the "**Building**") commonly known as Prairie Glen Medical Office Center, Building C. The Original Lease was amended by that certain Amendment to Lease dated as of May 23, 2002 (the "**First Amendment**"), that certain Second Amendment to Lease dated as of March 27, 2002 (the "**Second Amendment**"), that certain Third Amendment to Lease dated as of March 20, 2003 (the "**Third Amendment**"), that certain Fourth Amendment to Lease dated as of January 28, 2004 (the "**Fourth Amendment**"), that certain Fifth Amendment to Lease dated as of December 21, 2004 (the "**Fifth Amendment**") and that certain Sixth Amendment to Lease Agreement dated as of April 30, 2014 (the "**Sixth Amendment**"). The Original Lease as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment shall be referred to herein as the "**Lease**".

B. The current expiration date of the Lease is April 30, 2026 (the "**Current Expiration Date**"). The parties desire to make certain revisions to the Lease and extend the Term of the Lease on the following terms and conditions.

### AGREEMENT

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

1. **Extension.** The Term of the Lease is hereby extended for a sixty (60) month period commencing on May 1, 2026 (the "**Extended Term Commencement Date**"), and terminating on April 30, 2031 (the "**Extended Term**"), unless sooner terminated in accordance with the terms of the Lease. Notwithstanding anything to the contrary in the Lease, Tenant shall have no rights to extend the Term of the Lease except as set forth and pursuant to Section 6 of this Amendment.

2. **Net Rent.** As of the Extended Term Commencement Date, Tenant shall pay monthly Net Rent during the Extended Term in accordance with the following schedule:

Period:	Monthly Net Rent:
May 1, 2026 – June 30, 2027*	\$18,855.24
July 1, 2027 – April 30, 2028	\$18,855.24
May 1, 2027 – April 30, 2028	\$19,420.89
May 1, 2028 – April 30, 2029	\$20,003.52
May 1, 2029 – April 30, 2030	\$20,603.63
May 1, 2030 – April 30, 2031	\$21,221.74

\*Subject to Section 4 below.



3. **Additional Rent.** In addition to the Net Rent as set forth above, Tenant shall remain obligated for the payment to Landlord of Additional Rent, including without limitation, Tenant's Pro Rata Share of Taxes and Impositions and any other charges or amounts due under the Lease, in accordance with the provisions of the Lease.

4. **Abated Rent.** Notwithstanding anything to the contrary contained herein, so long as there is no Payment Default under the Lease, Tenant has paid on a timely basis all Net Rent and Additional Rent and Tenant has not assigned the Lease or subleased all or any part of the Premises and is occupying the entire Premises subject to the Lease, monthly Net Rent, Tenant's Pro Rata Share of Taxes and Impositions shall abate for the first two (2) full calendar months of the Extended Term (the "**Rent Abatement Period**"). The total amount of monthly Net Rent, Tenant's Pro Rata Share of Taxes and Impositions abated during the Rent Abatement Period shall be referred to herein as the "**Abated Rent**." During the Rent Abatement Period all other costs and charges specified in the Lease other than the Abated Rent shall remain as due and payable pursuant to the provisions of the Lease. If a default by Tenant shall occur while the foregoing Rent Abatement Period is still in effect, Tenant shall immediately commence paying the full amount otherwise required under the Lease without regard to such Rent Abatement Period. If a default by Tenant shall occur at any time during the Extended Term which results in a termination of the Lease or Tenant's right to possession of the Premises hereunder, the portion of the Abated Rent unamortized as of the date such default occurs (with the Abated Rent being deemed to have been amortized in equal monthly installments together with interest thereon at the rate of eight percent (8%) per annum over the number of full calendar months in the Extended Term) shall immediately become due and payable. Notwithstanding anything to the contrary contained herein, Landlord shall have the option, in connection with any sale or other transfer, recapitalization or financing of the Building, to make a cash payment to Tenant in the amount of any remaining Abated Rent which is due to Tenant under this Section. Upon Landlord's tender of such payment to Tenant by Landlord, Tenant shall no longer be entitled to any Abated Rent pursuant to this Section, and this Section shall have no further force and effect. Landlord shall exercise its option herein by notice given to Tenant at least ten (10) days before the closing of the sale or other transfer, recapitalization or financing of the Building, and Landlord shall make such payment to Tenant on or promptly following the date of such closing.

5. **Condition of Premises.** Tenant is currently in possession of the Premises and accepts the same "as is", "where is", and "with all faults" without any agreements, representations, understandings or obligations on the part of Landlord, it being agreed that Landlord shall not be required to perform any work or incur any costs in connection with the construction or demolition of any improvements in the Premises.

6. **Extension Option.**

(i) Subject to the other provisions hereof, Landlord hereby grants Tenant one (1) option ("**Extension Option**") to extend the Extended Term of the Lease for an additional period of five (5) consecutive years from the expiration of the Extended Term (the "**Extension Period**"), on the same terms and conditions then in effect under the Lease immediately prior to the Extension Period, except for increase in Net Rent as set forth in Section 6(ii) below, and Tenant shall have no further option to extend. Tenant may exercise the Extension Option only by giving Landlord written notice thereof ("**Tenant's Exercise Notice**") no later than nine (9) full calendar months prior to commencement of the Extension Period. Tenant shall receive two (2) months of abatement of monthly Net Rent and Tenant's Pro Rata Share of Taxes and Impositions during the first two (2) months of the Extension Period subject to the terms and conditions of Section 4 of the Lease that apply to Abated Rent.

(ii) As of the commencement of the Extension Period commencement date, Tenant shall pay monthly Net Rent during the Extended Term in accordance with the following schedule:

Period:	Monthly Net Rent:
May 1, 2031 – June 30, 2031*	\$ 21,858.39
July 1, 2031 – April 30, 2032	\$ 21,858.39
May 1, 2032 – April 30, 2033	\$ 22,514.14
May 1, 2033 – April 30, 2034	\$ 23,189.57
May 1, 2034 – April 30, 2035	\$ 23,885.26
May 1, 2035 – April 30, 2036	\$ 24,601.81

\*Subject to Section 4 and Section 6(i).

(iii) If Tenant validly exercises the Extension Option, Tenant shall execute an amendment (the "Extension Amendment") to confirm the extension of the Term, within fifteen (15) days after Landlord reasonably prepares and provides the same to Tenant; provided that in no event shall Tenant's failure to execute such amendment affect Tenant's obligations pursuant to this Section. Unless Landlord otherwise agrees in writing, Tenant may not exercise this Extension Option, and no exercise thereof shall be effective, if a default or event or circumstance which with the giving of notice or passage of time or both could constitute a default by Tenant shall exist under the Lease as of the date on which the Tenant's Exercise Notice is given or as of the commencement date of the Extension Period. If Tenant shall fail to properly and timely exercise the Extension Option or if Tenant is not occupying the entire Premises as of the date on which the Tenant's Exercise Notice is given or as of the commencement date of the Extension Period, then the Extension Option shall thereupon terminate, time being of the essence hereof. Inasmuch as this option is intended only for the original Tenant named in the Lease, if Tenant shall sublease or assign the Lease with respect to all or any portion of the Premises, then immediately upon such sublease or assignment Tenant's rights under this Section shall concurrently terminate and become null and void.

7. Use of Premises. Notwithstanding anything to the contrary in the Lease, subject to the use restrictions set forth on Exhibit A attached hereto, the Premises shall be occupied and used solely for operating a gastroenterology and endoscopy ASC (as defined below) and for no other purpose without the prior written consent of Landlord. Without limiting the foregoing, Tenant shall not use the Premises for any purpose which violates any "exclusive" use granted by Landlord from time to time including but not limited to those uses listed on Exhibit B attached hereto. Landlord reserves the right to supplement Exhibit B from time to time and any such supplement shall become part of this Lease, provided Landlord may not grant an exclusive which would prohibit Tenant from using the Premises for its permitted use under Lease. Tenant acknowledges that, as of June 9, 2015, it was affiliated with Illinois Gastroenterology Group, L.L.C. ("IGG"), a tenant under an existing lease for space noted on Exhibit B, and that IGG's lease and IGG's use under its lease is not a violation of the exclusive granted to Tenant as set forth in Exhibit B and that the use set forth for IGG in Exhibit B is not a violation of any terms of the Lease as amended hereby.

"ASC" shall mean an Ambulatory Surgery Center as provided in 42 CFR 416.44 and any relevant state law, regulation or code.

"ASC Applicable Laws" shall mean each of 42 CFR 416.44, any relevant state law, regulation or code relating to ASCs in the State where the Premises is located, and National Fire Protection Association regulations for healthcare/ASC occupancy and any other legal regulations required in connection with Tenant's Permitted Use as an ASC.

"ASC Equipment" shall mean the heat and air conditioning for the Premises and any breakers for the lighting or other specialty equipment solely used to support the operation of the Premises as an ASC (rather than for a medical office generally). Tenant will maintain the ASC Equipment in good repair,

reasonable wear and tear excepted, in a clean and healthful condition and in compliance with all Laws and ASC Applicable Laws. In no event shall Landlord be liable for any costs and/or expenses in connection with the ASC Equipment.

"Law" or "Laws" shall mean all federal, state, county and local governmental and municipal laws, statutes, ordinances (including, without limitation, zoning ordinances), rules, regulations, codes, decrees, orders and other such requirements, applicable equitable remedies and decisions by courts in cases where such decisions are considered binding precedents in the state where the Building is located, and decisions of federal courts applying the Laws of the state where the Building is located, at the time in question. "Law" or "Laws" shall also include, with respect to Tenant only, the ASC Applicable Laws as they relate to the Premises and Building and the operation of the same as an ASC by Tenant. Notwithstanding anything contained herein to the contrary, the parties hereby agree that in no event shall Landlord have any obligations with respect to the ASC Applicable Laws and the inclusion of Applicable Laws in the definition of "Laws" as used herein shall be with respect to obligations of Tenant and not Landlord. It shall be Tenant's sole responsibility to comply with ASC Applicable Laws.

If, at any time during the Term, installations and/or equipment are required (either to provide additional services or otherwise) as a result of Tenant's use of the Premises as an ASC or if required by ASC Applicable Laws, Tenant shall be solely responsible for the costs of such additional services and installations and/or equipment. If such installations and/or equipment are to be made to any area outside of the Premises, at Landlord's discretion Landlord may elect to (i) perform the required alterations or install the required equipment (and Tenant shall pay the actual and reasonable costs therefor) or (ii) permit Tenant to perform the required alterations or install the required equipment by engaging such contractors as Landlord generally uses at the Building for such work, or such other contractors as Landlord shall first reasonably approve in writing to perform such work (and all such work performed by Tenant shall be in compliance with Section 8 of the Original Lease). Tenant shall be responsible for all costs and expenses related to any ASC Equipment, including, without limitation, the use, maintenance and repair thereof.

8. Landlord's and Tenant's Addresses. As of the Effective Date, Landlord's and Tenant's addresses for notice shall be, including (without limitation) pursuant to Section 27 of the Original Lease:

KAGR2 GLENVIEW COMPASS II, LLC  
c/o Remedy Medical Properties  
800 West Madison Street, Suite 400  
Chicago, Illinois 60607  
Attn: Chris Dilley

THE GLEN ENDOSCOPY CENTER, LLC  
c/o Amsurg, LLC  
1A Burton Hills Blvd., Suite 300  
Nashville, TN 37215  
Attention: Vice President

All Rent shall be paid to:  
KAGR2 GLENVIEW COMPASS II, LLC  
c/o Remedy Medical Properties  
P.O. Box 25517  
Tampa, Florida 33622  
or such other parties and addresses as to which  
Landlord shall provide advance notice.

Landlord's sustainability contact:  
KAGR2 GLENVIEW COMPASS II, LLC  
800 West Madison Street, Suite 400  
Chicago, Illinois 60607  
Attn: Jonathan Mensik

Tenant's sustainability contact:  
Name: Megan Liner  
Email: [mliner@amsurg.com](mailto:mliner@amsurg.com)  
Phone: 847-656-2400

Phone: 312-971-9316

Email: [sustainability@remedymed.com](mailto:sustainability@remedymed.com)

As set forth above, Landlord and Tenant shall provide a point of contact to discuss issues related to sustainability and energy, including (without limitation) retrofit projects, energy efficiency upgrades, and data access.

9. **Deleted Provisions.** Section 6 of the Sixth Amendment, Section 1B of the Original Lease, and Section 10(A) of the Original Lease hereby deleted in their entirety and shall be null and void and of no further force or effect.

10. **Landlord Insurance.**

11. Landlord shall maintain in force during the Term: (a) commercial general liability insurance, with such coverages and in such amounts as are commercially reasonable for landlords of buildings similar to the Building; and (b) property damage insurance for the full replacement cost of the Building, excluding basements, footings and foundations (which may include extra expense and business interruption insurance or similar coverage) and (c) such other insurance covering such risks and in such amounts as Landlord shall deem commercially reasonable. Landlord's insurance shall be subject to such deductibles, self-insurance retention amounts, blanket and umbrella policy arrangements or other features as Landlord deems commercially reasonable. The costs of Landlord's insurance shall be included in Impositions by Landlord.

12. **Representations and Warranties.**

a. Tenant hereby represents, warrants and agrees that: (i) there exists no breach, default, or event of default by Tenant under the Lease; (ii) the Lease continues to be a legal, valid and binding agreement and obligation of Tenant; (iii) there exists no breach, default, or event of default by Landlord under the Lease, and Tenant does not have any current offset or defense to its performance or obligations under the Lease; and (iv) Tenant has not assigned, sublet, transferred, mortgaged or in any other way encumbered its interest in the Lease.

b. Landlord hereby represents, warrants and agrees that: (i) to its knowledge, there exists no breach, default, or event of default by Landlord under the Lease; (ii) the Lease continues to be a legal, valid and binding agreement and obligation of Landlord; and (iii) to its knowledge, there exists no breach, default, or event of default by Tenant under the Lease.

c. Tenant represents and warrants to Landlord that Tenant (i) is not currently excluded, debarred or otherwise ineligible to participate in Medicare or any federal health care program under section 1128 and 1128A of the Social Security Act, as amended or as defined in 42 U.S.C. § 1320a-7b(f), as amended (the "Federal Health Care Programs"); (ii) has not been convicted of a criminal offense related to the provision of healthcare items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in any Federal Health Care Program; and (iii) is not under investigation or otherwise aware of any circumstances which may result in Tenant being excluded from participation in any Federal Health Care Program.

d. Tenant hereby represents and warrants that neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23,

2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons" (collectively, "**Prohibited Persons**"). Tenant hereby represents and warrants to Landlord that no funds tendered to Landlord by Tenant under the terms of this Amendment are or will be directly or indirectly derived from activities that may contravene U.S. federal, state or international laws and regulations, including anti-money laundering laws. Tenant will not during the term of the Lease (as the same may be extended or renewed from time to time) engage in any transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Premises.

13. **Miscellaneous**

a. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. The parties further agree that, except as provided herein, any free rent, rent abatement, improvement allowance, leasehold improvements, or other work to the Premises, or any similar economic incentives that may have been provided Tenant in connection with entering into the Lease or any prior amendment thereto have now expired and such incentives as were granted under the Lease or any prior Amendment hereto shall have no application going forward.

b. The parties hereby ratify the Lease, including each of any prior amendments thereto. Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect. In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control. From and after the date hereof, references to the "Lease" (including, without limitation, any and all references contained in this Amendment) shall mean the Lease as amended by this Amendment.

c. Time is of the essence with respect to this Amendment.

d. The capitalized terms used in this Amendment shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this Amendment. The above recitals are hereby incorporated by reference into this Amendment.

e. Landlord and Tenant hereby each represent to the other party that it has not dealt with any broker in connection with this Amendment other than Remedy Medical Properties, Inc. ("Remedy") exclusively representing Landlord and Jones Lang LaSalle Brokerage, Inc. ("JLL") exclusively representing Tenant. Landlord and Tenant each agree to indemnify and hold the other party and such other party's employees, officers and agents harmless from all claims of any other brokers claiming to have represented the indemnifying party in connection with this Amendment. Landlord shall be responsible for paying brokerage commissions due to Remedy and JLL in respect of this Amendment pursuant to a separate agreement or separate agreements.

f. The undersigned signatories of Landlord and Tenant each represent and warrant to the other party, and agree, that such individual executing this Amendment on behalf of the representing party is authorized to do so on behalf of such representing party.

g. Notwithstanding anything to the contrary set forth in the Lease: (i) Landlord shall have the right to install meters, submeters, or other energy-reducing systems in the Premises at any time to measure any or all utilities serving the Premises; (ii) Tenant is responsible for following all local and building recycling requirements and placing materials in the appropriate recycling bins; (iii) Tenant shall use best efforts to utilize environmentally preferred and third party certified products such as Green Seal, EcoLogo, DfE, and GREENGUARD to reduce the use of products that are toxic to Tenant

and employees; (iv) in order to monitor the effectiveness of efficiency improvements, measure the environmental performance of the building against any targets and identify needs for future upgrades, Tenant shall provide Landlord with access to waste, water and electricity usage as they appear in the Tenant's utility bills, and such other information necessary and as reasonably requested by Landlord, upon request, and (v) in the event that Landlord pursues a sustainable building certification (e.g. LEED, EnergyStar, etc.), Tenant agrees to cooperate with any parties designated by the Landlord to collect information necessary to obtain and maintain the certification.

h. This Amendment may be executed in one or more counterparts, each of which will constitute an original, and all of which together shall constitute one and the same agreement.

i. In order to expedite the execution of this Amendment, signatures sent by electronic mail or signed electronically may be used in the place of original signatures on this Amendment. The parties intend to be bound by the signatures of the electronically mailed or signed signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of the signature. Without limiting or otherwise affecting the validity of executed copies hereof that have been sent by electronic mail or signed electronically, the parties will use reasonable efforts to deliver originals as promptly as possible after execution if requested by the other party.

j. If the Building is not fully occupied and assessed during a calendar year, Impositions for such calendar year shall be determined as if the Building had been fully occupied and assessed during such period.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]



IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the day and year first above written.

**LANDLORD:**

**KAGR2 GLENVIEW COMPASS II, LLC**, a Delaware  
limited liability company

By:  \_\_\_\_\_

Name: Christopher M. Dilley  
Authorized Signatory

Its: \_\_\_\_\_

**TENANT:**

**THE GLEN ENDOSCOPY CENTER, LLC**, a Tennessee  
limited liability company

By: Michael Wrenn \_\_\_\_\_

Name: Michael Wrenn

Its: Vice President

[SIGNATURE PAGE]

**ATTACHMENT 2**



## **EXHIBIT A**

### **USE RESTRICTIONS**

Notwithstanding anything to the contrary in this Lease, Tenant shall neither use, convey, license, permit, transfer, or enter into any lease, sublease, assignment, license, timeshare agreement, or other agreement for any portion of the Premises for the following uses or activities (collectively, the "**Prohibited Uses**"), nor permit Tenant's employees, invitees, contractors, subcontractors, licensees, subtenants or agents to do the same:

1. A dry cleaning business;
2. A gasoline station or automobile service or maintenance facility;
3. A car wash;
4. Any other business that, in the ordinary course of operation, would be likely to result in the release of Hazardous Substances;
5. The sale or display of obscene or pornographic material, the conduct of obscene, nude or semi-nude live performances or similar purposes;
6. The operation of a cabernet, dance hall or similar venue;
7. Commit or allow waste upon the Premises, the Building, or the Project;
8. Any use or purpose which is unlawful in part or in whole or deemed to be disreputable, undesirable, a nuisance or interferes with, annoys, or disturbs other tenants of Landlord in the management of the Building in any manner, or extra hazardous on account of fire, or permit anything to be done which will render void or in any way increase the rate of fire insurance on the Building or its contents, or which will violate the requirements of any Lenders, the certificates of occupancy issued for the Premises or the Building affecting the Building at any time now or in the future;

Tenant represents and warrants to Landlord that as of the Effective Date, the Premises are not being used in violation of this Exhibit. It shall be a default under the Lease if the Premises are used in violation of this Exhibit (or otherwise causes Landlord to violate the terms and conditions of this Exhibit) and such use is not discontinued within ten (10) days after notice from Landlord.

[EXHIBIT A]

**ATTACHMENT 2**

**EXHIBIT B**

**EXCLUSIVE USE RIGHTS RESERVED**

<b>TENANT</b>	<b>EXCLUSIVE USE</b>	<b>EXCLUSIVE RIGHTS IN BUILDINGS</b>
The Glen Endoscopy Center, L.L.C.	Gastroenterology or endoscopy surgery center	A, B and C
Illinois Gastroenterology Group, L.L.C.	Gastroenterology or endoscopy medical office.	A, B and C
Advocate Health & Hospitals Corporation, as successor-in-interest to Glenbrook Pediatrics, S.C.	Pediatric medical practice	A, B and C
Quest Diagnostics	Reference medical laboratory (clinical laboratory, collection station, distribution station or other operation used in connection with testing or obtaining specimens for purposes of testing human tissue or fluids)	B
Associates in Sleep Medicine, LLC	Sleep clinic	A
North Shore Podiatry, L.L.C.	Podiatric medicine	A, B and C

**Building A:** Prairie Glen Medical Center, Building A, 2501 Compass Road, Glenview, Illinois

**Building B:** Prairie Glen Medical Center, Building B, 2591 Compass Road, Glenview, Illinois

**Building C:** Prairie Glen Medical Center, Building C, 2551 Compass Road, Glenview, Illinois

[EXHIBIT B]

**ATTACHMENT 2**

## **Section I, Identification, General Information and Certification**

### **Attachment 3, Operating Identity/Licensee**

Ascension Health Alliance, through its affiliates, (“Ascension”) will acquire Ambulatory TopCo, LLC and thus indirectly acquire 51% of the equity interest of Glen Endoscopy Center, LLC. Glen Endoscopy Center, LLC will continue to be the licensed entity operating the center.

A copy of Glen Endoscopy Center’s Illinois Good Standing Certificate is included in Attachment 1.

Organizational charts showing the current ownership structure, along with the post-closing ownership structure of the surgery center are included in Attachment 4.

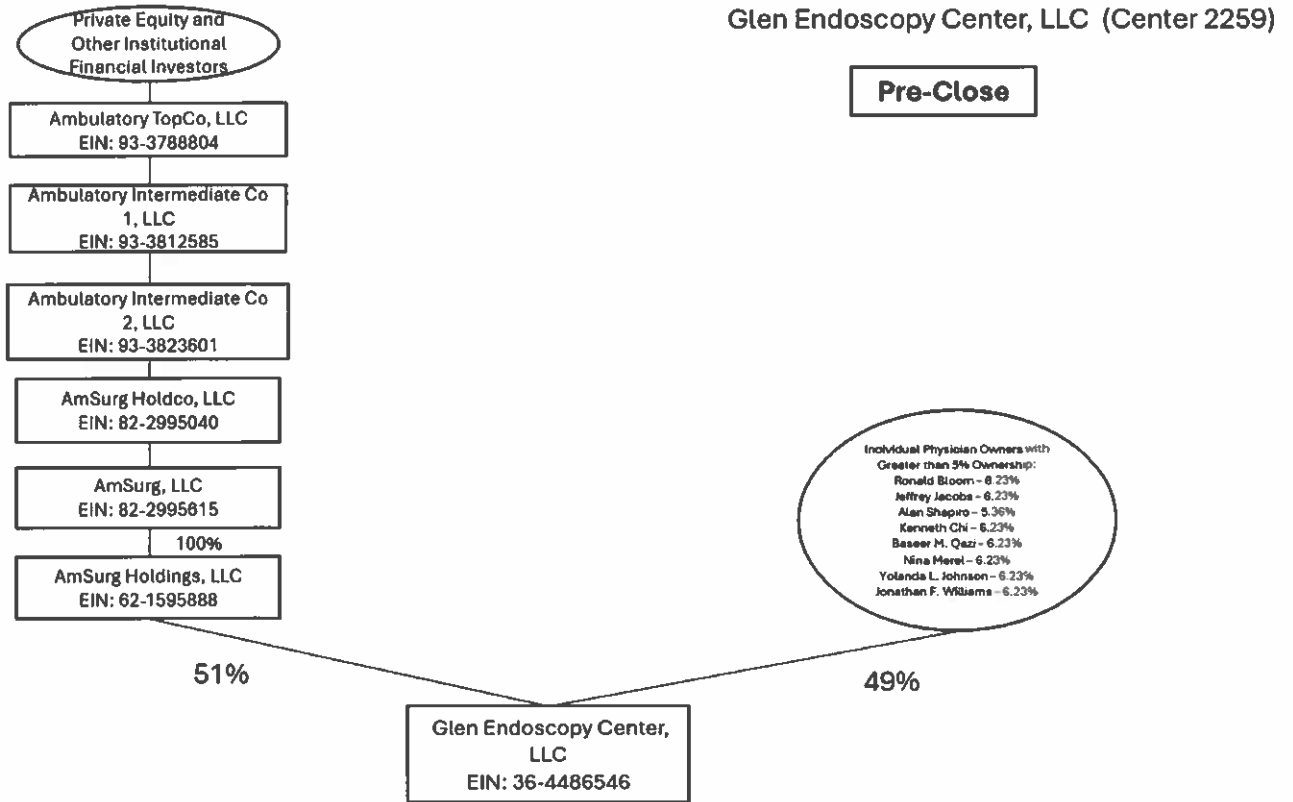
## **Section I, Identification, General Information and Certification**

### **Attachment 4, Organizational Relationships**

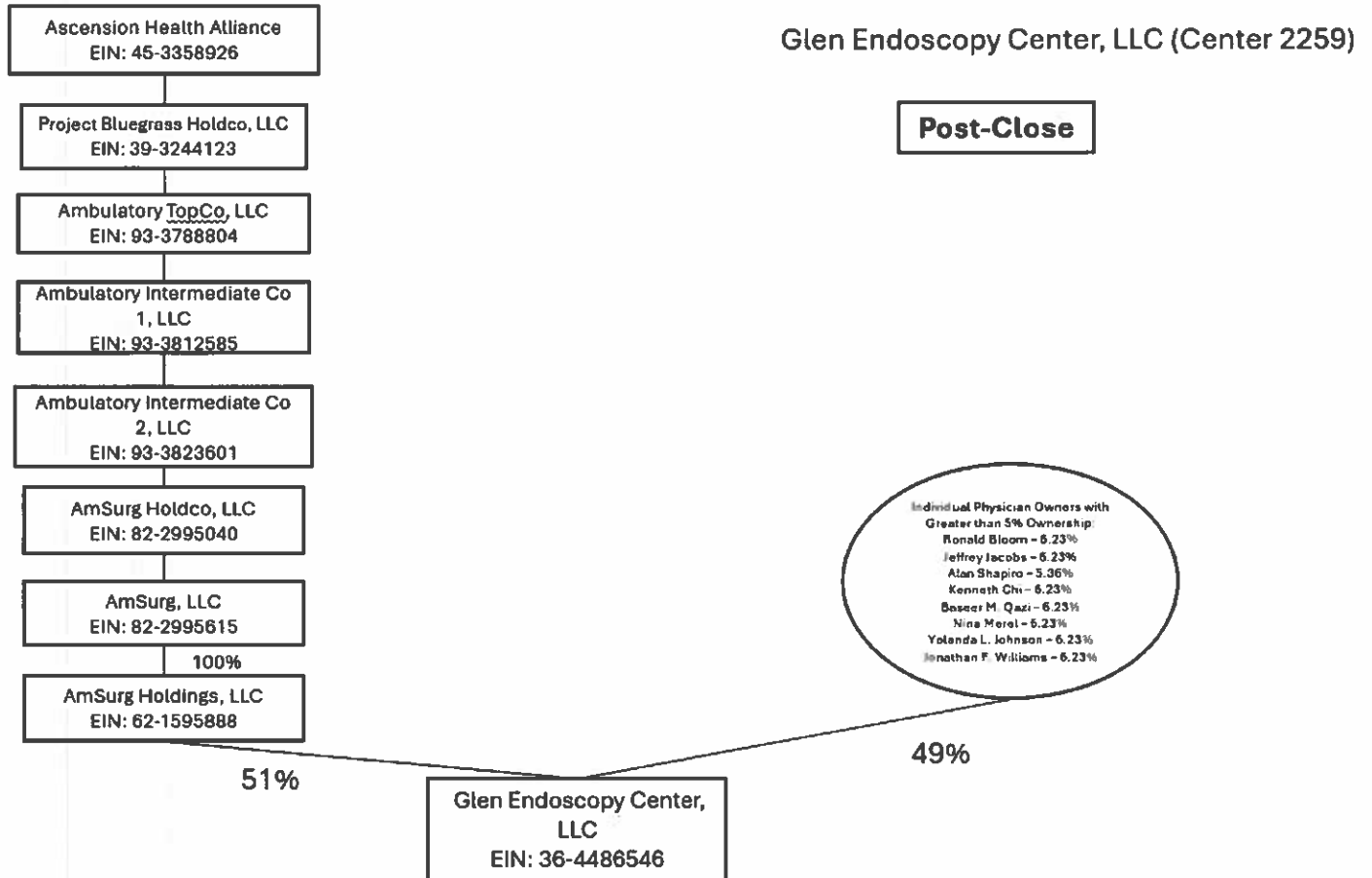
Organizational charts showing the current ownership structure of Glen Endoscopy Center, LLC, along with the post-closing ownership structure, are attached.

# Glen Endoscopy Center, LLC Ownership Chart

## Current Structure



# **Glen Endoscopy Center, LLC** **Post Transaction Ownership**



## **Section 1110.230 Background of Applicant Attachment 5**

1. **A listing of all Illinois health care facilities owned or operated by the Applicants and/or Applicant affiliates, including licensing and certificates if applicable.**

- Glen Endoscopy Center, d/b/a The Glen Endoscopy Center (IDPH ASTC License: 7003174)
- The Lake Bluff IL Endoscopy ASC, LLC d/b/a North Shore Endoscopy Center (IDPH ASTC License : 7002926)
- Oak Lawn IL Endoscopy ASC, LLC d/b/a Oak Lawn Endoscopy Center (IDPH ASTC License: 7003179)

**Ascension Illinois Acute Health Care Facilities:**

- Ascension Alexian Brothers in Elk Grove Village  
Elk Grove Village, IL
- Ascension St. Alexius in Hoffman Estates  
Hoffman Estates, IL
- Ascension Alexian Brothers Behavioral Health Hospital in Hoffman Estates  
Hoffman Estates, IL
- Ascension Saint Joseph-Chicago  
Chicago, IL

**Ascension Illinois Ambulatory Surgery Centers:**

- Lincoln Park Gastroenterology Center  
Chicago, IL
- Lincoln Park Center for Advanced Orthopedic Surgery  
Chicago, IL
- Hoffman Estates Surgery Center  
Hoffman Estates, IL

**Ascension Living Long Term Care Facilities**

- Presence Saint Joseph Center, a/k/a Ascension Living Saint Joseph Village  
Freeport, IL
- Presence Saint Anne Center, a/k/a Ascension Living Saint Anne Place  
Rockford, IL
- Presence Resurrection Nursing and Rehabilitation Center, a/k/a Ascension Living  
Resurrection Village  
Park Ridge, IL
- Presence Resurrection Life Center, a/k/a Ascension Living Resurrection Village-Life  
Center  
Chicago, IL
- Presence Nazarethville, a/k/a Ascension living Nazarethville Place  
Des Plaines, IL



- Presence Bethlehem Woods Retirement Community, a/k/a Ascension Living  
Bethlehem Woods Village  
LaGrange Park, IL

2. **A certified listing of any adverse action taken against any facility owned and/or operated by the Applicant during the three years prior to the filing of the application.**

By their signatures on the Certification pages to this application, each of the Applicants attest that no adverse action has been taken against any facility listed above during the three (3) years prior to the filing of this application, except with respect to Ascension Living St Anne Place, which during the facility's most recent annual Illinois Department of Public Health survey, received 11 tags of various scope/severity. During a revisit, the facility was not found in substantial compliance and did not clear 3 tags, placing the facility in denial of payment. The facility has since addressed the open matters and received verbal confirmation that they cleared all tags. The denial of payment has been removed, and they are now in substantial compliance.

3. **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.**

By their signatures to the Certification pages to this application, each of the Applicants authorize HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to: (i) official records of DPH or other State agencies; (ii) the licensing or certification records of other states, when applicable; and (iii) the records of nationally recognized accreditation organizations.

## ACCREDITATION NOTIFICATION

February 16, 2023

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

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@aaaahc.org](mailto:notifycqa@aaaahc.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**

HF131917

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	ID NUMBER
11/6/2025		7003174

Ambulatory Surgery Treatment Center

Effective: 11/07/2024

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. #4024001 2M 4/24

← **DISPLAY THIS PART IN A  
CONSPICUOUS PLACE**

Exp. Date 11/6/2025

Lic Number 7003174

Date Printed 10/9/2024

The Glen Endoscopy Center, LLC

2551 Compass Road Ste 115  
Glenview, IL 60026-8042

**FEE RECEIPT NO.**

## **Section IV, Change of Ownership**

### **Attachment 6, Requirements for Exemptions Involving the Change of Ownership of a Health Care Facility**

#### **Section 1130.520, Information Requirements for Change of Ownership of a Health Care Facility**

1. **1130.520(b)(1)(A), Names of Parties.**

The Applicants are: (i) Glen Endoscopy Center, LLC (“Glen Endoscopy Center”), (ii) Ambulatory TopCo, LLC (“Ambulatory TopCo”), and (iii) Ascension Health Alliance (“Ascension” or together with its affiliates, “Buyer”).

An organizational chart showing the current ownership structure of Glen Endoscopy Center, along with the post-closing ownership structure is included in Attachment 4. Good standing certificates for each of the Applicants are included in Attachment 1.

2. **1130.520(b)(1)(B), Background of Parties.**

Each of the Applicants, by their signatures to the Certification pages of this application, attest that they are fit, willing, able and have the qualifications, background and character to adequately provide a proper standard of health service for the community.

By their signatures on the Certification pages to this application, each of the Applicants attest that no adverse action has been taken against any Illinois facility owned and/or operated by each of them during the three (3) years prior to the filing of this application, except with respect to Ascension Living St Anne Place, which during the facility’s most recent annual Illinois Department of Public Health survey, received 11 tags of various scope/severity. During a revisit, the facility was not found in substantial compliance and did not clear 3 tags, placing the facility in denial of payment. The facility has since addressed the open matters and received verbal confirmation that they cleared all tags. The denial of payment has been removed, and they are now in substantial compliance.

3. **1130.520(b)(1)(C), Structure of the Transaction.**

Ascension Health Alliance, a Missouri non-profit corporation (“Ascension”), through its wholly owned subsidiary Project Bluegrass Holdco, LLC entered into an Equity Purchase Agreement (“Purchase Agreement”) dated June 16, 2025, for Ascension to acquire the ownership interests in co-applicant Ambulatory TopCo, LLC (“Ambulatory TopCo”) (the “Transaction”). The Transaction will introduce approximately 250 ambulatory surgery centers across 34 states into the Ascension health care system, significantly expanding Ascension’s ability to deliver high quality care in community-based settings in Illinois and nationwide. These centers specialize in gastroenterology, ophthalmology, orthopedics and other services.

The three Illinois surgery centers involved in the transaction (the “Illinois ASTCs” or “Centers”) include:

The Glen Endoscopy Center  
Oak Lawn Endoscopy Center  
North Shore Endoscopy Center

The Transaction will not result in any change to the governance, controlling body, location, officers, staffing, or assets or liabilities of any of the Illinois facilities. Each of the Illinois ASTCs are currently indirectly owned, in part, by Ambulatory TopCo and the remainder by practicing physicians. Under the Purchase Agreement, upon satisfaction of the closing conditions (including the Parties obtaining all necessary regulatory approvals), Ascension will purchase all of the issued and outstanding membership interests of Ambulatory TopCo. Thereafter, Ascension will be an indirect, partial owner of each of the Illinois ASTCs. The Post-Closing organizational structure is shown in Attachment 4.

Ascension is a Catholic and non-profit health system with a mission of delivering compassionate, personalized care to all. Ascension’s network currently spans 16 states and the District of Columbia. Ascension’s network encompasses 94 wholly owned or consolidated hospitals, and ownership interests in 27 additional hospitals through partnerships. Ascension’s affiliate, Ascension Health, also currently operates four acute health care facilities, two ambulatory surgery centers, and six long term care facilities in Illinois, each offering a wide range of healthcare services to Illinois residents. Ascension intends to continue AmSurg’s model of physician-led joint ventures and governance, to ensure that clinical leadership remains central to each center’s success and that physicians are empowered to shape the delivery of care in their communities.

The applicants seek authority from the Illinois Health Facilities and Services Review Board for the change of ownership, as defined by Review Board regulations. The Transaction is anticipated to close as early as November 30, 2025, but the Transaction closing date may extend into 2026 depending on receipt of all required regulatory approvals (which is largely outside of the Parties’ control). The Illinois ASTCs’ direct ownership and its federal tax ID number will not change. There will be no change in the entity holding the license and services provided by the Illinois ASTCs will continue in the ordinary course.

4. **1130.520(b)(1)(D), Name of Licensed Entity after Transaction.**

Glen Endoscopy Center, LLC will continue to be the licensed entity after the Proposed Transaction.

5. **1130.520(b)(1)(E), List of Ownership/Membership Interests in Licensed Entity Prior to and After Transaction.**

An organizational chart showing the current ownership structure of Glen Endoscopy Center, LLC, along with the post-closing ownership structure of is included in Attachment 4. Good standing certificates for each of the Applicants are included in Attachment 1.

6. **1130.520(b)(1)(F), Fair Market Value of Assets to be Transferred.**

The transaction is for the acquisition of an Ambulatory TopCo as a company and the purchase agreement does not assign a purchase price to individual facilities. For purposes of this COE application, the parties have allocated the purchase price and fair market value of the facility to be \$4,459,000 for the 51% ownership interest. This estimate is based upon a calculation of each facility's percentage calculation to total EBITDA. This allocation is solely for purposes of the COE application. The transaction is an "arm's length" purchase and the allocated purchase price is the fair market value.

7. **1130.520(b)(1)(G), Purchase Price or Other Forms of Consideration to be Provided.**

The transaction is for the acquisition of an Ambulatory TopCo as a company and the purchase agreement does not assign a purchase price to individual facilities. For purposes of this COE application, the parties have allocated the purchase price and fair market value of the facility to be \$4,459,000 for the 51% ownership interest. This estimate is based upon a calculation of each facility's percentage calculation to total EBITDA. This allocation is solely for purposes of the COE application. The transaction is an "arm's length" purchase and the allocated purchase price is the fair market value. The allocated purchase price will be subject to typical closing adjustments.

8. **1130.520(b)(2), Affirmations.**

In accordance with 77 Ill. Admin. Code §1130.520, each of the Applicants affirm that any projects for which permits have been issued by the Review Board have been completed or will be completed or altered in accordance with the provisions of 77 Ill. Admin. Code §1130.520. There are no open permits for Glen Endoscopy Center.

9. **1130.520(b)(4), Statement as to the Anticipated Benefits of the Proposed Changes in Ownership to the Community.**

No significant changes in operations are anticipated as a result of this transaction. Buyer anticipates continuity of Surgery Center operations following the transaction.

10. **1130.520(b)(5), Statement as to the Anticipated or Potential Cost Savings, if any, That Will Result for the Community and the Facility as a Result of the Change in Ownership.**

No significant changes in operations are anticipated as a result of this transaction. Buyer anticipates continuity of Surgery Center staff following the transaction.



11. **1130.520(b)(6), Description of the Facility's Quality Improvement Program Mechanism that will be Utilized to Assure Quality Control.**

Buyer will continue to utilize the Surgery Center's existing Quality Improvement Program.

12. **1130.520(b)(7), Description of the selection process that the acquiring entity will use to select the facility's governing body.**

There will be no immediate change in the governing structure of the Surgery Center and no immediate change in the operating agreement of the LLC. The governing body will continue to be designated in part from participating physicians and the remaining board members appointed by Ambulatory TopCo, LLC.

13. **1130.520(b)(9), 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 twenty-four (24) months after acquisition.**

There are no significant long term proposed changes to the scope of services currently provided at the Facility that are anticipated to occur within twenty-four (24) months as a result of the transaction.

**Section X, Charity Care Information****Attachment 7, Charity Care Information**

Shown below is the amount of charity care provided by The Glen Endoscopy Center.

<b>THE GLEN ENDOSCOPY CENTER CHARITY CARE</b>			
	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>Net Patient Revenue</b>	<b>\$6,269,662</b>	<b>\$6,471,691</b>	<b>\$7,077,650</b>
Amount of Charity Care (charges)	\$3,786	\$0	\$0
Cost of Charity Care	\$3,786	\$0	\$0

<b>OAKLAWN ENDOSCOPY CENTER</b>			
	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>Net Patient Revenue</b>	<b>\$4,994,417</b>	<b>\$5,423,043</b>	<b>\$5,557,696</b>
Amount of Charity Care (charges)	\$2,321	\$0	\$1,161
Cost of Charity Care	\$2,321	\$0	\$1,161

<b>NORTHSHORE ENDOSCOPY CENTER</b>			
	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>Net Patient Revenue</b>	<b>\$3,919,659</b>	<b>\$4,862,092</b>	<b>\$4,721,043</b>
Amount of Charity Care (charges)	\$3,342	\$0	\$0
Cost of Charity Care	\$3,342	\$0	\$0

**INDEX OF ATTACHMENTS**

<b>ATTACHMENT NO.</b>		<b>PAGES</b>
1	Applicant Identification including Certificate of Good Standing	17
2	Site Ownership	21
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	33
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	34
5	Background of the Applicant	37
6	Change of Ownership	42
7	Charity Care Information	46