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HEALTH FACILITIES &  
SERVICES REVIEW BOARD

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

E-011-25

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

|                    |                           |                        |     |
|--------------------|---------------------------|------------------------|-----|
| Facility Name:     | Oak Lawn Endoscopy Center |                        |     |
| Street Address:    | 9921 Southwest Highway    |                        |     |
| City and Zip Code: | Oak Lawn, IL 60453        |                        |     |
| County:            | Cook                      | Health Service Area:   | 007 |
|                    |                           | Health Planning Area : | 031 |

Legislators

|                            |                 |
|----------------------------|-----------------|
| State Senator Name:        | Bill Cunningham |
| State Representative Name: | Rick Ryan       |

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

|                                     |  |
|-------------------------------------|--|
| Exact Legal Name:                   | Oak Lawn IL Endoscopy ASC, LLC d/b/a Oak Lawn Endoscopy Center |
| Street Address:                     | 1A Burton Hills Boulevard, 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 Boulevard, 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.**

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:        | Bill Cunningham |
| State Representative Name: | Rick Ryan       |

**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.

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**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                                     |

**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:        | Bill Cunningham |
| State Representative Name: | Rick Ryan       |

**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 Impicciche, 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**

- ☒ 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.

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**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 and Ascension Michigan Southwest    |
| 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:   | 9905-21 VENTURE, L.L.C. d/b/a The 9905-2 Venture, Ltd. |
| Address of Site Owner:  |  |
| 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   |   |

### 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 Endoscopy ASC, LLC (no change)

Address: 9921 Southwest Highway, Oak Lawn, IL 60453

☐ 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: Oak Lawn IL Endoscopy ASC, 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

*Neal Kuehler Hennegan*



07/25/2025 03:19 PM CDT

SIGNATURE

SIGNATURE

Paige Reber

PRINTED NAME

Keith Hennegan

PRINTED NAME

General Counsel

PRINTED TITLE

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

Notarization:

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

*Michelle R Harding*



07/25/2025 03:13 PM CDT

Signature of Notary

Signature of Notary

Seal



Seal



Online Notary Public: This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SHRM24

Online Notary Public: This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SHRM24

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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 03:40 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 notary public communication technology. Notarization facilitated by SIGNOR.

*Neal Kuothe Hennegan*



07/25/2025 03:10 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 03:13 PM CDT

Signature of Notary

Seal



Online Notary Public: This notarial act involved the use of online notary public communication technology. Notarization facilitated by SIGNOR.



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.



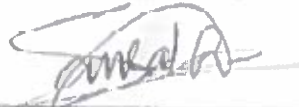
SIGNATURE

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

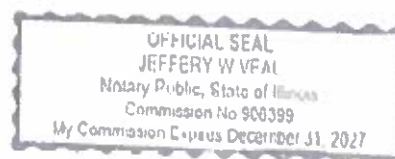


Notarization:

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<br>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 Oak Lawn IL Endoscopy ASC, LLC (“Oak Lawn Endoscopy Center”), along with the post-closing ownership structure of Oak Lawn Endoscopy Center, is included in Attachment 4. Good standing certificates for the following entities are also attached:

1. Oak Lawn IL Endoscopy ASC, LLC (“Oak Lawn Endoscopy Center”): Oak Lawn Endoscopy Center is a Tennessee limited liability company. A copy of Oak Lawn 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

0428216-7



***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***

OAK LAWN IL ENDOSCOPY ASC, LLC, A TENNESSEE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON MARCH 20, 2013, AND HAVING ADOPTED THE ASSUMED NAME OF OAK LAWN ENDOSCOPY CENTER ON MAY 26, 2023, 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 #: 2520502498 verifiable until 07/24/2026  
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 24TH day of JULY A.D. 2025 .***

*Alexi Giannoulas*  
SECRETARY OF STATE



*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 .***

  
SECRETARY OF STATE

**ATTACHMENT 1**

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

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

The real property is owned by 9905-21 VENTURE, L.L.C., an Illinois limited liability company d/b/a The 9905-2 Venture, Ltd., and leased to Oak Lawn Endoscopy ASC, LLC, a Tennessee limited liability company. 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**

## AMENDED AND RESTATED FOURTH AMENDMENT TO LEASE

THIS AMENDED AND RESTATED FOURTH AMENDMENT OF LEASE ("Amended and Restated Amendment") is made and dated as of 10/15/2024, 2024, by and between 9905-21 VENTURE, L.L.C., an Illinois limited liability company d/b/a The 9905-2 Venture, Ltd ("Lessor"), and OAK LAWN ENDOSCOPY ASC, LLC, a Tennessee limited liability company ("Lessee").

### RECITALS:

A. Lessor and Lessee entered into that certain Individual Space Lease dated as of May 1, 2004 (the "Original Lease"), as amended by that certain First Amendment to Lease dated as of June 1, 2013 (the "First Amendment"), and that certain Second Amendment to Lease dated as of September 1, 2014 (the "Second Amendment"), and that certain Third Amendment to Lease dated January 1, 2016 (the "Third Amendment"), and that certain Lease Extension Letter dated May 1, 2019 (the "Extension Letter"; the Original Lease, the First Amendment, the Second Amendment, the Third Amendment, and the Extension Letter, together with any and all other assignments, are hereinafter collectively referred to as the "Lease"), and that certain Fourth Amendment to Lease dated January 26, 2024 (the "Fourth Amendment"), relating to an approximately 4,131 rentable square feet of area ("Premises") being part of the shopping center commonly known as 9905-21 Southwest Highway Shopping Center located in Oak Lawn, Illinois ("Shopping Center"); and

B. Lessor and Lessee now desire to amend and restate the Fourth Amendment as provided herein; and

C. All capitalized terms, if not defined in this Amended and Restated Amendment, shall have the same meaning as defined in the Lease.

NOW, THEREFORE, for good and valuable consideration including the mutual agreements contained herein, it is hereby agreed as follows:

1. Lessor and Lessee hereby agree to amend and restate the Fourth Amendment referenced in Recital A above. Lessee represents to Lessor that they are the Lessee under the Lease and have the authority to enter into this Amended and Restated Amendment. Upon execution, the provisions of this Amended and Restated Amendment shall supersede the provisions of the Fourth Amendment referenced above and the Fourth Amendment shall be null and void and no longer of force and effect.
2. Lessor and Lessee agree that the term of the Lease shall be extended for a five (5) year period commencing May 1, 2024 and expiring April 30, 2029 (the "Third Renewal Term") under the same terms and conditions as set forth in the Lease, except as modified by this Amended and Restated Amendment. Except as expressly set forth in Section 5 of this Amended and Restated Amendment, no other options or extensions are available or granted to Lessee.
3. Commencing May 1, 2024 and continuing throughout the Third Renewal Term, Lessee shall pay Lessor fixed annual rental ("Fixed Annual Rental") in the amounts and for the periods set forth below, which Fixed Annual Rental shall be payable in equal monthly installments ("Fixed Monthly Rental") on or before the first day of each succeeding calendar month:

| <u>Period</u>         | <u>Fixed<br/>Annual Rental</u> | <u>Fixed<br/>Monthly Rental</u> | <u>Annual Rate Per<br/>Square Foot</u> |
|-----------------------|--------------------------------|---------------------------------|--|
| 5/01/2024 – 4/30/2025 | \$123,930.00                   | \$10,327.50                     | \$30.00                                |
| 5/01/2025 – 4/30/2026 | \$126,408.60                   | \$10,534.05                     | \$30.60                                |
| 5/01/2026 – 4/30/2027 | \$128,928.48                   | \$10,744.04                     | \$31.21                                |
| 5/01/2027 – 4/30/2028 | \$131,531.04                   | \$10,960.92                     | \$31.84                                |
| 5/01/2028 – 4/30/2029 | \$134,794.56                   | \$11,232.88                     | \$32.63                                |

4. From and after May 1, 2024, the first day of the Third Renewal Term, and continuing throughout the term of



useful life of the capital item in questions, (b) expenses that are subject to reimbursement by insurance or condemnation proceeds, other tenants or third parties, including but not limited to warranties on any component of the Building; (c) franchise, capital stock, estate, inheritance, income or transfer taxes; (d) property management and general overhead fees; (e) ground lease rental and/or any interest or principal payments for any mortgages encumbering the Property; (f) costs incurred by Landlord as a result of Landlord's violation of any laws, regulations or ordinances or breach of any agreements; (g) payments to subsidiaries or affiliates of Landlord for goods or services which as a result of a non-competitive selection process exceed the cost of such goods or services if obtained by parties unaffiliated with Landlord; (h) marketing expenses and leasing commissions; or (i) costs to remove or otherwise remediate hazardous materials, or to comply with laws regulating hazardous materials, if the removal, remediation or compliance was required by law, ordinance or regulation.

- D. Landlord shall be entitled to reasonably estimate the total amount of Additional Rent to be paid by Tenant during each Lease Year and, upon notice to Tenant of such estimate, to collect such estimate in twelve (12) equal installments, each such installment to be due and payable with each monthly rental installment payable under this Lease.

Within a reasonable time (but in any event within one hundred twenty (120) days) after the end of each Lease Year, Landlord shall submit to Tenant a statement of the actual amount of the Common Area Maintenance Costs and Taxes due from Tenant hereunder for such Lease Year, and within thirty (30) days after receipt of such statement, Tenant shall pay the difference between the actual amount owed and the estimates paid during such Lease Year, or in the event of overpayment, Landlord shall credit the amount of such overpayment toward the next monthly installments of Fixed Monthly Rental or refund such overpayment to Tenant. In the event Landlord shall have not delivered the statement of the Common Area Maintenance Costs and Taxes within one (1) year of the end of the applicable Lease Year, Landlord shall not be entitled to seek any difference between the actual amount owed and the estimates paid by Tenant. Landlord shall keep reasonably detailed books and records of all Additional Rent. Tenant may review and/or audit Landlord's records relating to the Additional Rent, at Tenant's expense, during normal business hours at a place reasonably acceptable to Landlord and Tenant provided that if the results of any such audit reveal that Landlord overcharged Tenant by five percent (5%) or more, Landlord shall reimburse Tenant for the cost of such audit.

5. Provided Lessee is not in default under the terms and conditions of the Lease, Lessee is hereby granted the option ("Option") to further extend the term of the Lease for two (2) additional periods of five (5) successive years each (each an "Option Term"), with the first Option Term, if exercised, commencing May 1, 2029 and expiring April 30, 2034, and the second Option Term, if exercised, commencing May 1, 2034 and expiring April 30, 2039, subject to the following:

(a) Each Option may be exercised only on the condition that, both at the time of the exercise of the Option as well as at the commencement of the Option Term: (i) Lessee is open and operating its business within the Premises, (ii) Lessee is in compliance with, and is performing all the terms and conditions of the Lease and (iii) no event of default has occurred prior to said dates.

(b) An Option may be exercised only by Lessee delivering written notice to Lessor by no later than two hundred seventy (270) days prior to the commencement of the Option Term, time being of the essence. If an Option is not exercised as set forth herein, then the Option shall be null and void.

(c) Fixed Annual Rental for an Option Term shall be at Fair Market Rental, but in no case less than the Fixed Annual Rent for the prior period. If Lessee exercises an Option Term, Lessor shall send to Lessee a notice setting forth the Fair Market Rental for the Option Term at least one hundred twenty (120) days prior to the expiration date of the Term, or the first Option Term, as the case may be.

(d) If Lessee objects to Lessor's determination of the Fair Market Rental for the Premises, Lessee shall notify Lessor within twenty-one (21) days of Lessee's receipt of the notice setting forth the Fair

Market Rental. If Lessee fails to notify Lessor within such twenty-one (21) day period, Lessee shall be deemed to have approved Lessor's determination of the Fair Market Rental. If Lessee objects to Lessors' determination, Lessor and Lessee shall each appoint their own qualified Member Appraisal Institute Appraiser ("MAI Appraiser") to appraise the Premises within forty-five (45) days of Lessee's objection (the "Lessor's Appraisal" and "Lessee's Appraisal," respectively) for the purpose of determining the Fair Market Rental. The Lessor's Appraisal shall be the Fair Market Rental for the purposes of determining the Fixed Annual Rental during an Option Term if Lessee does not employ and pay an MAI Appraiser to determine the Fair Market Rental for the Premises and submit to Lessor within said forty-five (45) day period Lessee's Appraisal together with a written summary of the methods used and data collected to make such determination. If Lessor's Appraisal and Lessee's Appraisal differ by (i) less than six percent (6%), the average of the two shall be the Fair Market Rental for the Premises, or (ii) more than six percent (6%), then Lessor and Lessee shall promptly instruct their respective appraiser to jointly appoint a third MAI Appraiser, who shall appraise the Premises within forty-five (45) days of this appointment in order to determine the Fair Market Rental for the Premises (the "Third Appraisal"). Lessor and Lessee shall each pay for the cost of their own appraisal and for one-half (1/2) of the expenses of the Third Appraisal. The appraisal among the three (3) that is furthest from the average of all of the appraisals shall be disregarded and the average of the other two (2) shall be the Fair Market Rental for the Premises and binding upon Lessor and Lessee. In the event the appraisal procedures continue past the commencement of an Option Term, until such appraisal procedures are final, Lessee shall pay to Lessor Fixed Monthly Rental in the amount equal to one hundred fifteen percent (115%) of the Fixed Monthly Rental in effect during the last month of the then ending Term and upon completion of the foregoing appraisal procedure, if the Fair Market Rental is greater than the Fixed Monthly Rental being paid by Lessee, Lessee shall forthwith pay to Lessor the difference between said Fixed Monthly Rental and the Fair Market Rental calculated on a monthly basis, multiplied by the number of months or partial months elapsed since the commencement of the Option Term. If Lessee overpaid during such period, then the excess payments shall be credited against the next installment(s) of the Fixed Monthly Rental.

(e) As used herein, the term "Fair Market Rental" for the Premises shall mean the rental and escalations that Lessor could obtain from a third party desiring to lease the Premises for an Option Term taking into account the size and location of the Premises, the rental then being obtained for new leases of space comparable to the Premises in the locality of the Shopping Center, and all other factors that would be relevant to a third party desiring to lease the Premises for the Option Term in determining the rental such party would be willing to pay therefore.

(f) In addition to the Fixed Annual Rental due during each Option Term, as set forth in above, Lessee shall pay Lessee's Proportionate Share of Common Area Maintenance Cost and Taxes and all other charges required to be paid pursuant to the Lease.

6. Lessee is in possession of the Premises and Lessee accepts the same "AS IS" without any agreements, representations, understandings or obligations on the part of Lessor to perform any alterations, changes or improvements to the Premises or the Shopping Center.
7. Lessee hereby represents and warrants to Lessor that (a) no event of default by Lessor under the Lease exists as of the date hereof, nor has any event occurred which, with the passage of time or the giving of notice, or both, would constitute an event of default by Lessor, and (b) Lessee has no defenses as to the observance and performance by Lessee of any provision of the Lease and asserts no offsets, claims or counterclaims against Lessor.
8. Lessee represents and warrants to Lessor that it has not had any contacts or engaged in any actions, which would give rise to any claim from any broker in connection with the negotiation or execution of this Amended and Restated Amendment. Lessee hereby indemnifies Lessor from and against any and all claims for brokers' commissions relating to the negotiation or execution of this Amended and Restated Amendment and alleged to be due because of an agreement of the indemnifying party.

9. This Amended and Restated Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Furthermore, any counterpart that is signed and returned by electronic transmission shall be deemed properly signed and delivered.
10. Hereafter, wherever the term, "term of this Lease" or "Lease Term" or similar phrase is used in the Lease, such term or phrase shall be deemed to include the Third Renewal Term.
11. Except as expressly modified herein, all of the provisions of the Lease are hereby ratified and confirmed and shall remain unmodified and in full force and effect.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]**

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Amendment on the date first written above.

**LESSOR:**

9905-21 VENTURE, L.L.C.,  
an Illinois limited liability company

By: Charles Berkelhammer

Name: Charles Berkelhammer  
Title: Authorized Representative

**LESSEE:**

OAK LAWN ENDOSCOPY ASC, LLC,  
a Tennessee limited liability company

By: Michael Wrenn

Name: Michael Wrenn  
Title: Vice President

## **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 Oak Lawn IL Endoscopy ASC, LLC. Oak Lawn IL Endoscopy ASC, LLC will continue to be the licensed entity operating the center.

A copy of Oak Lawn IL Endoscopy ASC, LLC’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**

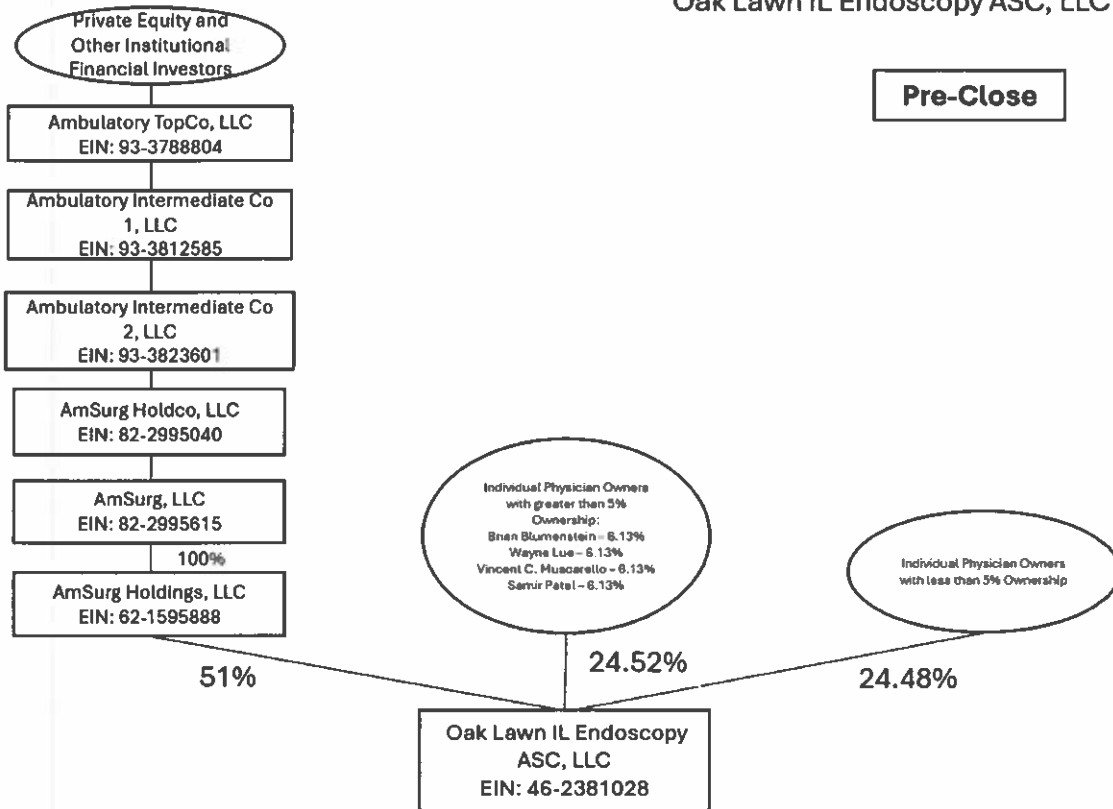
### **Attachment 4, Organizational Relationships**

Organizational charts showing the current ownership structure of Oak Lawn IL Endoscopy ASC, LLC, along with the post-closing ownership structure, are attached.

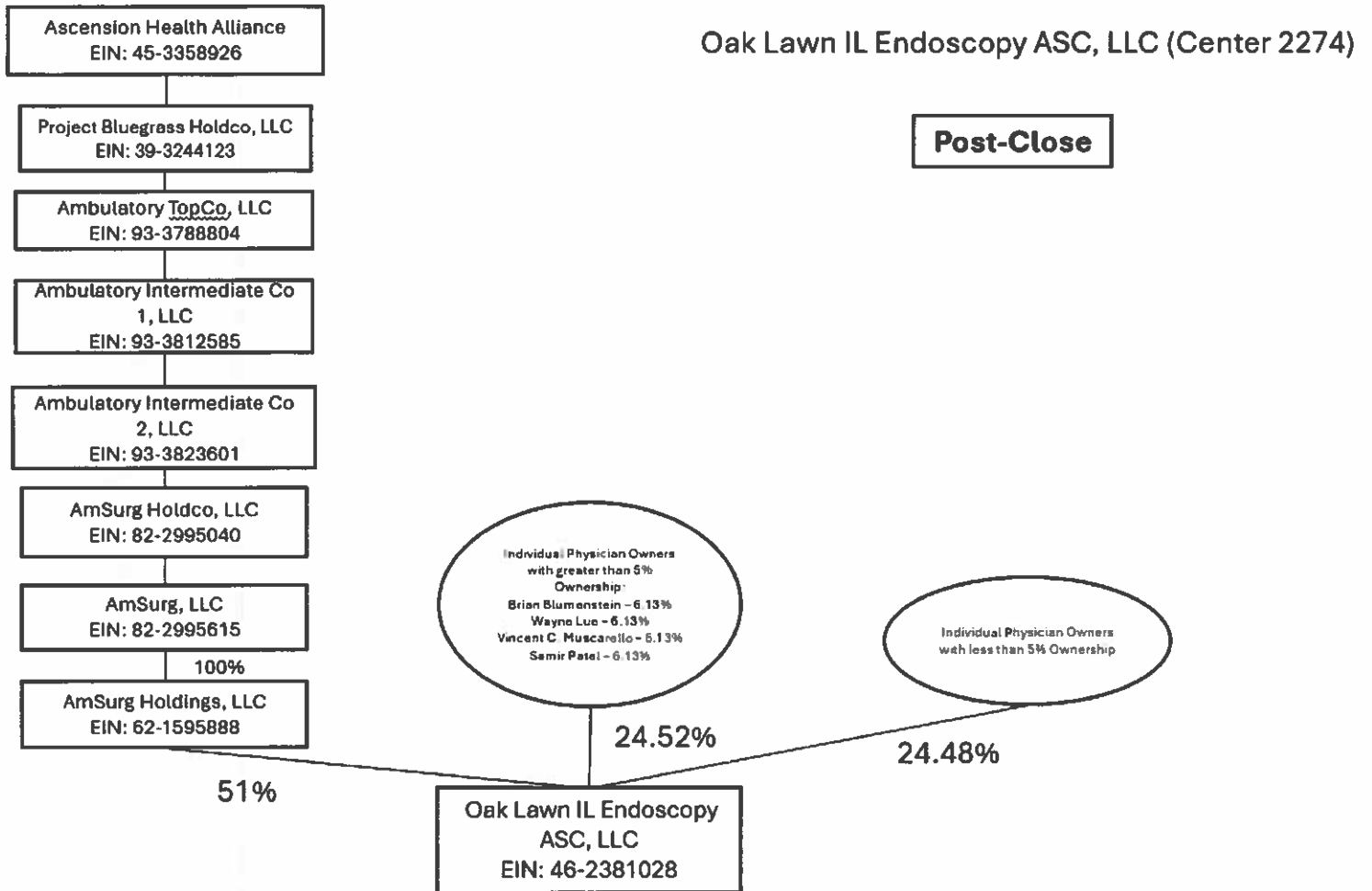
# **Oak Lawn IL Endoscopy ASC, LLC Ownership Chart**

## **Current Structure**

Oak Lawn IL Endoscopy ASC, LLC (Center 2274)



# **Oak Lawn IL Endoscopy ASC, 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

October 17, 2022

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

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

### Next Steps

- Members of your organization should take time to thoroughly review your Survey Report.
  - Any standard rated less than "FC" (Fully Compliant) must be corrected promptly. Subsequent surveys by AAAHC will seek evidence that deficiencies from this survey were addressed without delay.
  - The Summary Table provides an overview of compliance for each chapter applicable to your organization.
- AAAHC Standards, policies and procedures are reviewed and revised annually. You are invited to participate in the review through the public comment process each fall. Your organization will be notified when the proposed changes are available for review. You may also check the AAAHC website in late summer for details.
- Accredited organizations are required to maintain operations in compliance with the current AAAHC Standards and policies. Updates are published annually in the AAAHC *Handbooks*. Mid-year updates are announced and posted to the AAAHC website, [www.aaahc.org](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.

**Organization # 19866**

**Organization: Oak Lawn IL Endoscopy ASC LLC dba Oak Lawn Endoscopy Center**

**October 17, 2022**

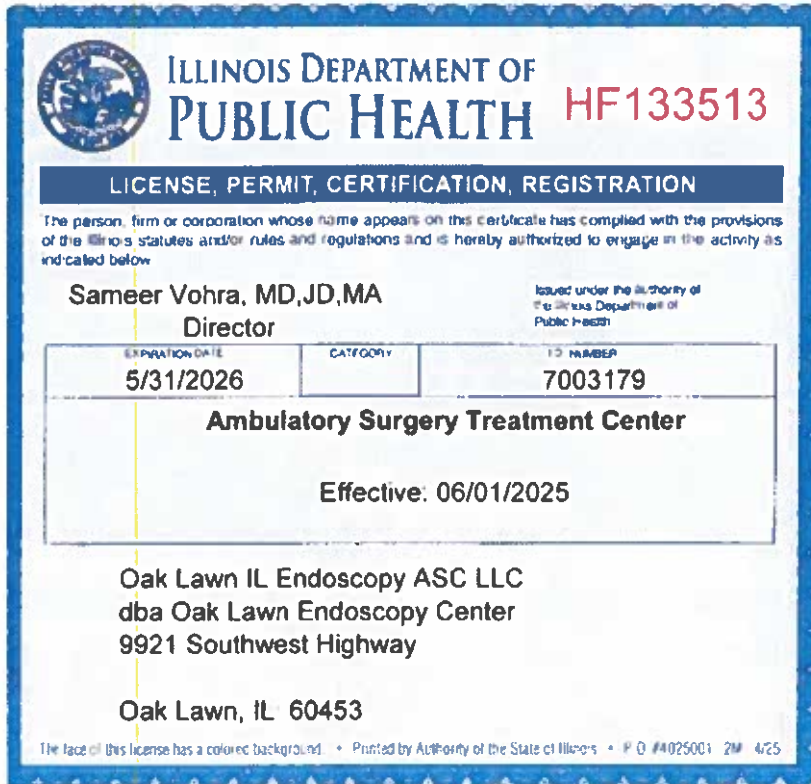
**Page 2**

**Additional Information**

Throughout your term of accreditation, AAAHC will communicate announcements via e-mail to the primary contact for your organization. Please be sure to notify us ([notifycqa@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** **HF133513**

**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 |
|-----------------|----------|-----------|
| 5/31/2026       |          | 7003179   |

**Ambulatory Surgery Treatment Center**

**Effective: 06/01/2025**

**Oak Lawn IL Endoscopy ASC LLC**  
dba Oak Lawn Endoscopy Center  
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. #4025001 2M 4/25

← DISPLAY THIS PART IN A  
CONSPICUOUS PLACE

Exp Date 5/31/2026

Lic Number 7003179

Date Printed 4/18/2025

Oak Lawn IL Endoscopy ASC LLC  
dba Oak Lawn Endoscopy Center  
9921 Southwest Highway  
Oak Lawn, IL 60453-3754

**FEE RECEIPT NO**

**ATTACHMENT 5**

## **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) Oak Lawn IL Endoscopy ASC, LLC (“Oak Lawn 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 Oak Lawn IL Endoscopy ASC, LLC, 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.**

Oak Lawn IL Endoscopy ASC, 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 Oak Lawn Endoscopy Center 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 \$26,566,000 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 \$26,566,000 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 Oak Lawn 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 Oak Lawn IL Endoscopy ASC, LLC.

| <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**

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