

**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: Effingham Ambulatory Surgery Center		
Street Address: 904 West Temple Avenue		
City and Zip Code: Effingham, Illinois 62401		
County: Effingham	Health Service Area: 5	Health Planning Area: 005

**Legislators**

State Senator Name: Jason Plummer
State Representative Name: Blaine Wilhour

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

Exact Legal Name: Effingham Surgical Partners, LLC
Street Address: 904 West Temple Avenue
City and Zip Code: Effingham, IL 62401
Name of Registered Agent: CT Corporation System
Registered Agent Street Address: 208 So LaSalle Street, Suite 814
Registered Agent City and Zip Code: Chicago, IL 60604-1101
Name of Chief Executive Officer: Chris Hartshorn (Market President)
CEO Street Address: 14201 Dallas Parkway, 13 <sup>th</sup> Floor
CEO City and Zip Code: Dallas, Texas 75254
CEO Telephone Number: 314-800-2017

**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	
<ul style="list-style-type: none"><li>Corporations and limited liability companies must provide an <b>Illinois certificate of good standing</b>.</li><li>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.</li></ul>	
<b>APPEND DOCUMENTATION AS ATTACHMENT 1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>	

**Primary Contact** [Person to receive ALL correspondence or inquiries]

Name: Erica Stollard
Title: Vice President, Operations
Company Name: Sarah Bush Lincoln Health Center
Address: 1000 Health Center Drive, Mattoon, IL 61938
Telephone Number: 217-258-2106
E-mail Address: estollard@sblhs.org
Fax Number: 217-258-2111

**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: Effingham Ambulatory Surgery Center		
Street Address: 904 West Temple Avenue		
City and Zip Code: Effingham, Illinois 62401		
County: Effingham	Health Service Area: 5	Health Planning Area: 005

**Legislators**

State Senator Name: Chapin Rose
State Representative Name: Chris Miller

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

Exact Legal Name: Sarah Bush Lincoln Health Center
Street Address: 1000 Health Center Drive
City and Zip Code: Mattoon, IL 61938
Name of Registered Agent: Kimberly Uphoff
Registered Agent Street Address: 1000 Health Center Drive
Registered Agent City and Zip Code: Mattoon, IL 61938
Name of Chief Executive Officer: Kimberly Uphoff
CEO Street Address: 1000 Health Center Drive
CEO City and Zip Code: Mattoon, IL 61938
CEO Telephone Number: 217-258-2540

**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: Erica Stollard
Title: Vice President, Operations
Company Name: Sarah Bush Lincoln Health Center
Address: 1000 Health Center Drive, Mattoon, IL 61938
Telephone Number: 217-258-2106
E-mail Address: estollard@sblhs.org
Fax Number: 217-258-2111

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

Name: Kimberly Uphoff
Title: President and CEO
Company Name: Sarah Bush Lincoln Health Center
Address: 1000 Health Center Drive, Mattoon, IL 61938
Telephone Number: 217-258-2540
E-mail Address: kuphoff@sblhs.org
Fax Number: 217-258-2111

**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: Erica Stollard
Title: Vice President, Operations
Company Name: Sarah Bush Lincoln Health Center
Address: 1000 Health Center Drive, Mattoon, IL 61938
Telephone Number: 217-258-2106
E-mail Address: estollard@sblhs.org
Fax Number: 217-258-2111

**Site Ownership after the Project is Complete**

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Sarah Bush Lincoln Health Center
Address of Site Owner: 1000 Health Center Drive, Mattoon, IL 61938
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: Effingham Surgical Partners, LLC			
Address: 904 West Temple, Effingham, IL 62401			
<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: Effingham Surgical Partners, LLC

Address: 904 West Temple, Effingham, IL 62401

☐

Non-profit Corporation

☐

Partnership

☐

For-profit Corporation

☐

Governmental

☒

Limited Liability Company

☐

Sole Proprietorship

☐

Other

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

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

### Organizational Relationships

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

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

### Narrative Description

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

The application involves a change in ownership of Effingham Ambulatory Surgery Center (EASC), a multi-specialty ambulatory surgical treatment center, located in Effingham, Illinois. In the proposed transaction, USP Effingham, Inc., a wholly-owned subsidiary of United Surgical Partners International, Inc. (collectively, USPI), will sell 100% of their membership interest of Effingham Surgical Partners, LLC to Sarah Bush Lincoln Health Center. This proposed transaction will result in an increase of Sarah Bush Lincoln Health Center's membership interest from 27.1% to 67.1%. The physician owners of the EASC will retain 32.9% membership ownership.

The acquisition is projected to be completed upon approval from the Illinois Health Facilities and Services Review Board.

### 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	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Purchase Price: \$	_____	
Fair Market Value: \$	_____	

### Project Status and Completion Schedules

<p><b>Outstanding Permits:</b> Does the facility have any projects for which the State Board issued a permit that is not complete? Yes ___ No <u>X</u>. 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.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
Anticipated exemption completion date (refer to Part 1130.570): _____

### State Agency Submittals

<p>Are the following submittals up to date as applicable:</p> <p><input type="checkbox"/> Cancer Registry – <b>NOT APPLICABLE</b></p> <p><input type="checkbox"/> APORS – <b>NOT APPLICABLE</b></p> <p><input checked="" type="checkbox"/> All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted</p> <p><input checked="" type="checkbox"/> All reports regarding outstanding permits</p> <p><b>Failure to be up to date with these requirements will result in the Application being deemed incomplete.</b></p>
---

**CERTIFICATION**

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

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

This Application is filed on the behalf of Effingham Surgical Partners, 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.

Chris Hartshorn  
SIGNATURE

Chris Hartshorn  
PRINTED NAME

Market President  
PRINTED TITLE

Kim Uphoff  
SIGNATURE

Kim Uphoff  
PRINTED NAME

CEO-President  
PRINTED TITLE

Notarization:

Subscribed and sworn to before me  
this 5<sup>th</sup> day of January 2024

Jan Davis  
Signature of Notary

Seal



\*Insert the EX-107 Legal Exemption Form in the applicant

Notarization:

Subscribed and sworn to before me  
this 5<sup>th</sup> day of January 2024

Jan Davis  
Signature of Notary

Seal





## CERTIFICATION

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

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

This Application is filed on the behalf of Sarah Bush Lincoln Health Center 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.

Kim Uphoff  
SIGNATURE

Kim Uphoff  
PRINTED NAME

President - CEO  
PRINTED TITLE

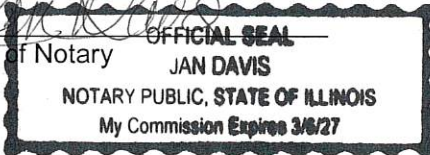
Lucas Catt MD  
SIGNATURE

Lucas Catt MD  
PRINTED NAME

Physician Board Member  
PRINTED TITLE

Notarization:

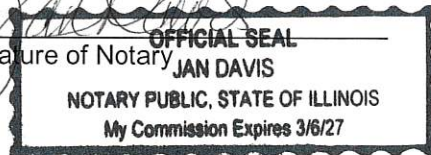
Subscribed and sworn to before me  
this 5th day of January 2024

Jan Davis  
Signature of Notary  
Seal  


\*Insert the EXACT legal name of the applicant

Notarization:

Subscribed and sworn to before me  
this 5th day of January 2024

Jan Davis  
Signature of Notary  
Seal  




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

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

1. Prior to acquiring or entering into a contract to acquire an existing health care facility, a person shall submit an application for exemption to HFSRB, submit the required application-processing fee (see Section 1130.230) and receive approval from HFSRB.
2. If the transaction is not completed according to the key terms submitted in the exemption application, a new application is required.
3. READ the applicable review criteria outlined below and **submit the required documentation (key terms) for the criteria:**

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



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

## 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
<b>Net Patient Revenue</b>			
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.**

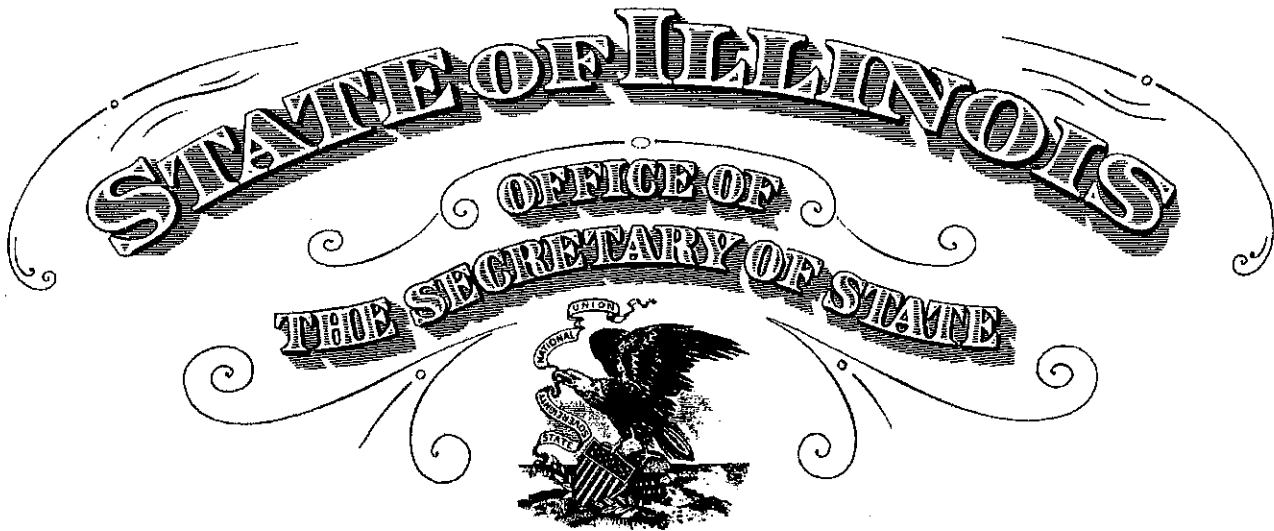
After paginating the entire completed application indicate, in the chart below, the page numbers for the included attachments:

INDEX OF ATTACHMENTS			
ATTACHMENT NO.			PAGES
1	Applicant Identification including Certificate of Good Standing		15-16
2	Site Ownership		17-19
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.		20-21
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.		22-24
5	Background of the Applicant		25-32
6	Change of Ownership		33-35
7	Charity Care Information		36



File Number

0038468-2



***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***

EFFINGHAM SURGICAL PARTNERS, L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON MARCH 02, 2000, 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 DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 2ND day of JANUARY A.D. 2024 .***



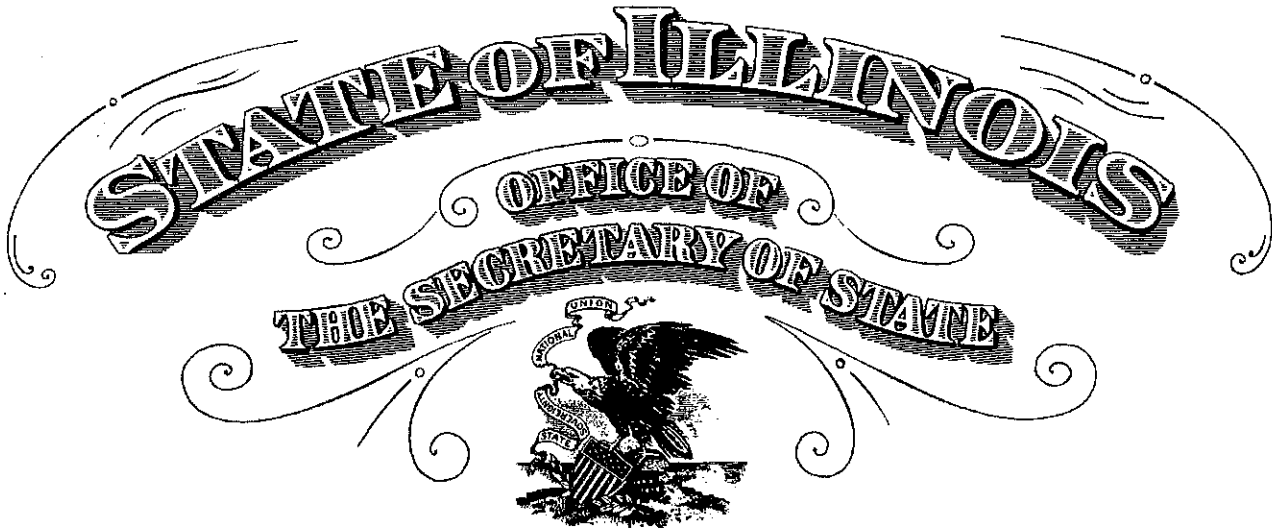
Authentication #: 2400201720 verifiable until 01/02/2025  
 Authenticate at: <https://www.ilsos.gov>

*Alexi Giannoulas*  
 SECRETARY OF STATE

Attachment 1 - Effingham Surgical Partners, LLC

File Number

4966-526-1



***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***

SARAH BUSH LINCOLN HEALTH CENTER, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MAY 18, 1970, 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 IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 3RD day of JANUARY A.D. 2024 .***

Authentication #: 2400302170 verifiable until 01/03/2025  
 Authenticate at: <https://www.ilsos.gov>

*Alexi Giannoulas*  
 SECRETARY OF STATE

Attachment 1 - Sarah Bush Lincoln Health Center



## HEALTHCARE REAL ESTATE ADVISORS

October 26, 2023

Dennis J. Pluard  
Chief Financial Officer  
Sarah Bush Lincoln Health System  
Via e-mail: [dpluard@sbllhs.org](mailto:dpluard@sbllhs.org)

RE: Effingham Surgery Center

Dear Dennis,

On behalf of our client, Effingham Medical Properties, LTD ("Seller"), we would like to summarize our discussions and communication in a more formal Letter of Intent, which sets forth the basic terms under which Seller is interested in selling the Property to Sarah Bush Lincoln Health System or its designated Assignee, ("Buyer" or "Purchaser") as further described below:

1. Purchase Price: The purchase price for the Property will be Five Million Eight Hundred Thousand Dollars (\$5,800,000). If Closing is extended by Seller, as provided below, the Purchase Price will be reduced by an amount equal to the per diem amount of annual base rent payable by tenants under the Lease during the extended Closing period.
2. Deposit: A One Hundred Thousand-dollar (\$100,000) deposit ("Deposit") will be delivered to escrow at First American Title Company ("Title Company") as earnest money within four (4) business days following the full execution of a definitive Purchase and Sale Agreement ("Agreement"). The Deposit will become nonrefundable upon expiration of the Feasibility Period (defined below) and applied against the Purchase Price upon closing, except as otherwise expressly provided in the Agreement. Interest earned on the Deposit will belong to Purchaser.
3. Purchase and Sale Agreement: Purchaser shall provide a Purchase and Sale agreement outlining the terms of this agreement within Five (5) days of mutual acceptance of this Letter of Intent. Both parties acknowledge that time is of the essence regarding this transaction and agree to work as diligently and as reasonably as possible to come to agreement on a contract to purchase the Property.
4. Feasibility Study Period: Purchaser shall have forty (40) days beginning upon the execution of the Agreement ("Feasibility Period") to satisfy itself as to all matters relative to the Property and to confirm to Seller in writing Purchaser's removal of its contingencies. This analysis will include, but not be limited to Purchaser's receipt and review of the materials, documents and/or reports listed on Exhibit A attached hereto to the extent within Seller's possession or control ("Requested Documents"), and confirmation of all material matters affecting the Property including completion of all third-party reports (engineering, survey, title, zoning, and environmental). Seller agrees to make available to Purchaser in a digital format, all of the Requested Documents, which are in its possession, control or available to Purchaser within five (5) days following the full execution of the Agreement.
5. Conditions Precedent: Purchaser's decision to proceed with the purchase of the Property is contingent upon review and approval, in Purchaser's sole discretion, of matters related to the legal and economic viability of the Property, the suitability of the Property for Purchaser's intended uses, the status of title to the Property and a satisfactory inspection of the Property, which contingencies shall be satisfied or not within the Feasibility Period defined below.
6. Closing: Closing will occur in escrow with First American Title Company on a date Purchaser may elect by giving three (3) days' written notice to Seller of its intent to close, but not later than fifteen (15) days after Purchaser's waiver of its right to terminate during the Feasibility Period. Purchaser will pay its own attorney's fees, the fees and charges of experts retained by it, the cost of the extended title insurance premium (including all additional endorsements), all costs for an as-built land/or survey updates, recording fees and one-half of the escrow fees. Seller shall pay its own attorney's fees, the basic title insurance policy premium, all transfer taxes and one-half of the escrow fees. All other closing costs shall be paid as customary in the area the property is located.
7. Existing Loan: The Seller shall deliver the Property free and clear of debt. Seller shall pay all costs with regard to prepayment of any existing Property loan(s).



Page 2

8. Prorations: All income, expenses, taxes and assessments (to the extent not payable by the tenant), and other customarily prorated items shall be prorated as of Closing.
9. Brokers: ParaSell, Inc., in association with HREA, LLC, represents the Seller and shall be paid a fee from the Seller per separate agreement.
10. Right of Entry: Upon execution of the Agreement, Purchaser and its agents will be granted a reasonable right of entry onto the Property to perform tests and inspections and to have such reports prepared as Purchaser deems appropriate including without limitation surveys, environmental inspections, structural inspections, mechanical equipment and roof reports and appraisals. Such inspections shall be subject to the rights of the tenant under the lease of the Property, and Purchaser shall use all reasonable efforts to not cause any damage to the Property. After completion of such tests and inspections, Purchaser will repair any damage to the Property directly resulting therefrom. Purchaser will agree to indemnify, defend, and hold Seller harmless of and from any and all losses, damages, liens, claims and injuries arising out of or resulting from Purchaser's or its agent's activities on the Property pursuant to this right of entry.
11. Confidentiality: Purchaser and Seller mutually agree that this letter of intent, including without limitation surveys, structural inspections, appraisals, Requested Documents and all negotiations related to the Agreement and the terms hereof and thereof will remain confidential, and that no press or publicity release or communication concerning the proposed transaction contemplated herein will be issued without both parties' prior approval, subject to the limitations on the binding effect of this letter; provided, Purchaser shall have the right to announce and/or declare the acquisition of the Property by Purchaser after Closing.
12. Exclusive Dealings: Seller agrees to withdraw the Property from the market upon execution of the Purchase & Sale Agreement and until it is terminated or expires ("Contract Period"). Upon execution of the Purchase & Sale Agreement, Seller agrees not to offer the Property or any interest therein for sale to anyone else and to cease all negotiations and communications with others relative to the sale of the Property.
13. Tenants: Purchaser will have the right to discuss the Property with tenant representatives during property site visits during the Feasibility Period. Seller shall deliver a tenant estoppel certificate and, if requested by Purchaser, an SNDA from the tenant of the Property on a form approved by Purchaser. Said certificate shall disclose no matters that are contradictory to those reflected in the rent roll or copies of the Leases provided to Purchaser by Seller or are otherwise unacceptable to Purchaser in Purchaser's reasonable discretion. Estoppel certificates may be dated no earlier than 15 days before Closing.
14. Interim Operations/Condition of Property: During the Contract Period, Seller will cause the Property to be operated, maintained and insured in the ordinary course of business, and Seller will not, except for reasonable lease amendments customarily executed with the tenant and its affiliates (a copy of which will be immediately provided to Purchaser), enter into any new agreements or leases or amend existing agreements or leases without the prior written consent of Purchaser, which consent shall not be unreasonably withheld. There shall have been no material adverse change in the condition of the Property prior to Closing, and the Property will be in compliance with applicable law(s) at Closing.
15. Title: At Closing, title to the Property will be in the condition approved by Purchaser during the Feasibility Period. Purchaser will cause Title Company to deliver to Purchaser and Seller a preliminary title report and copies of documents for all exceptions shown thereon (the "Preliminary Report") and the Seller's existing survey, if provided by Seller, within five business days after execution of the Agreement. Purchaser's policy of title insurance will be subject to no exceptions other than exceptions contained in the Preliminary Report and approved by Purchaser prior to Closing.
16. Title Insurance: At Closing, the Title Company shall provide Purchaser, with an extended coverage ALTA Form B Title Policy insuring marketable fee title to the Property.
17. Tax-Deferred Exchange: Upon Seller's request, Purchaser would cooperate with Seller in a Tax-Deferred Exchange under Section 1031 of the Internal Revenue Code. Purchaser would not incur any additional costs or assume any additional liabilities.
18. Assignment: Purchaser shall have the right to assign its rights under this Agreement to another entity under the control of Purchaser, or one or more of its owners or affiliates.
19. Authority: The person signing the letter of intent on behalf of Seller represents and warrants to Purchaser that it has the authority to bind Seller, subject to the limitations of the binding effect of this letter of intent.

Page 1

This letter is an expression of the interest of the parties only, does not address all essential terms and is subject to the contingencies noted and the other terms and conditions set forth herein. A fully binding Purchase and Sale Agreement for this transaction will only exist when it has been executed by both parties.

If the foregoing sets forth an agreeable basis for proceeding, Buyer should sign, date and return to the undersigned a copy of this letter.

Each party shall bear its own costs and expenses incurred in connection with the negotiation, preparation and execution of this letter and the Agreement.

This letter of intent will automatically expire if Seller has not received an unaltered copy bearing Buyer's original signature by 8:00 a.m. Central time on October 27, 2023.

*This Letter of Intent to Purchase is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties.*

*The parties agree that this Letter of Intent to Purchase is not intended to create any agreement or obligation by either party to negotiate a definitive purchase and sale agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length.*

Sincerely,  
Effingham Medical Properties, LTD

By:

*[Signature]* *President* *10/26/23*

**THE FOREGOING IS HEREBY ACCEPTED AND AGREED:**

BUYER:

Sarah Bush Lincoln Health Center

By:

*[Signature]*

Its:

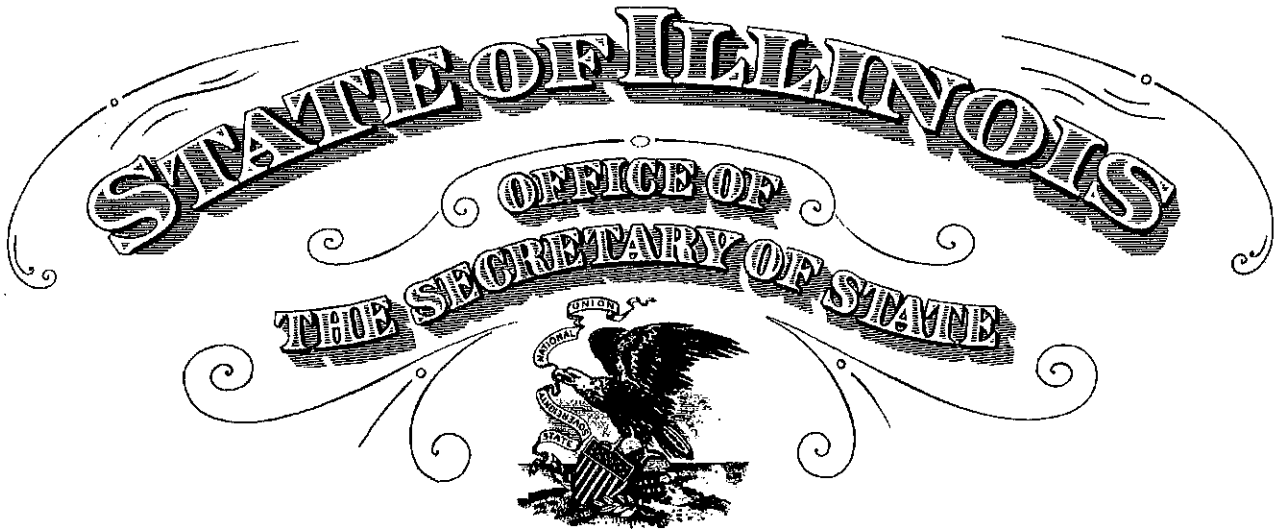
President + CEO

Date:

10-26-23

File Number

0038468-2



***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***

EFFINGHAM SURGICAL PARTNERS, L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON MARCH 02, 2000, 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 DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 2ND day of JANUARY A.D. 2024 .***

Authentication #: 2400201720 verifiable until 01/02/2025  
 Authenticate at: <https://www.ilsos.gov>

*Alexi Giannoulas*  
 SECRETARY OF STATE

Attachment 3





# ILLINOIS DEPARTMENT OF PUBLIC HEALTH

HF127899

## 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 <b>4/30/2024</b>	CATEGORY	I.D. NUMBER <b>7003178</b>
<b>Ambulatory Surgery Treatment Center</b>		
Effective: 05/01/2023		

**Effingham Ambulatory Surgery Center**  
904 W Temple Ave  
Effingham, IL 62401

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

← DISPLAY THIS PART IN A  
CONSPICUOUS PLACE

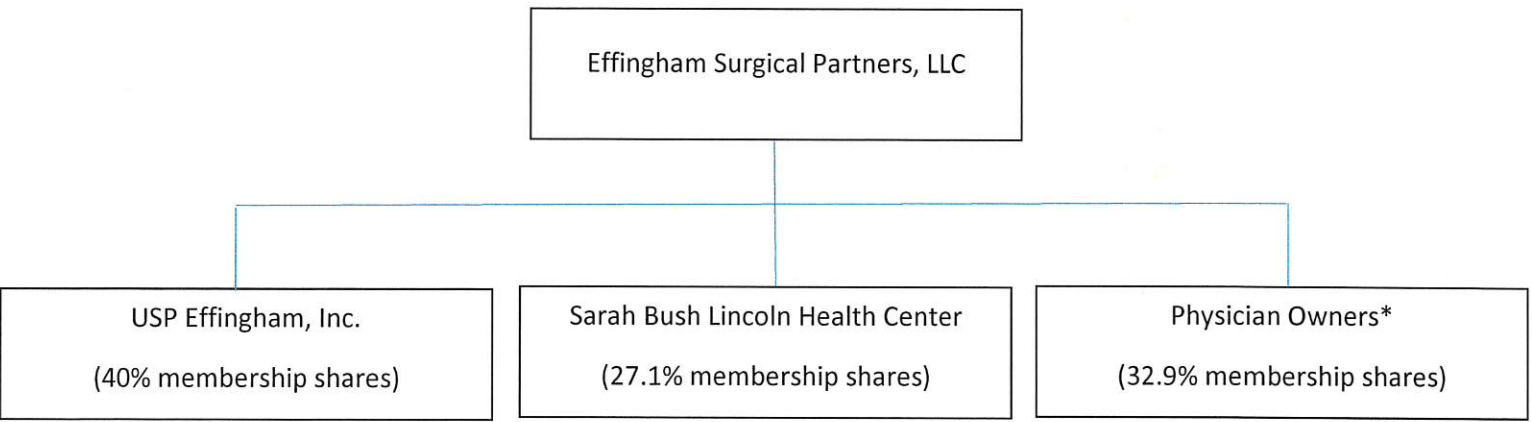
Exp. Date 4/30/2024  
Lic Number 7003178

Date Printed 4/17/2023

Effingham Ambulatory Surgery Center  
904 W Temple Ave  
Effingham, IL 62401-2178

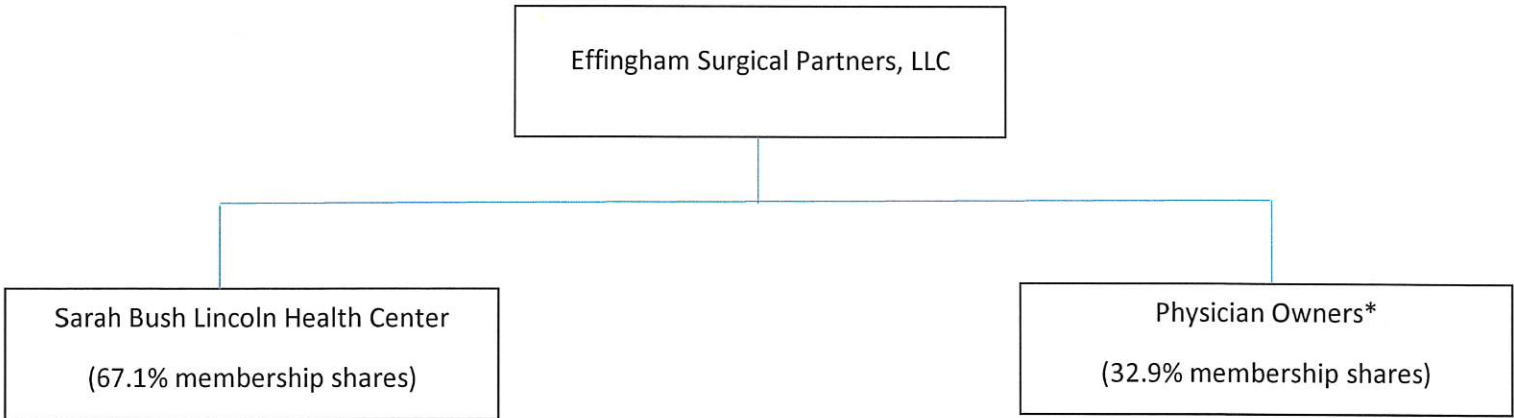
FEE RECEIPT NO.

## CURRENT ORGANIZATIONAL RELATIONSHIP – EFFINGHAM SURGICAL PARTNERS, LLC



\*Dr. Didi Omiyi has 5% membership shares

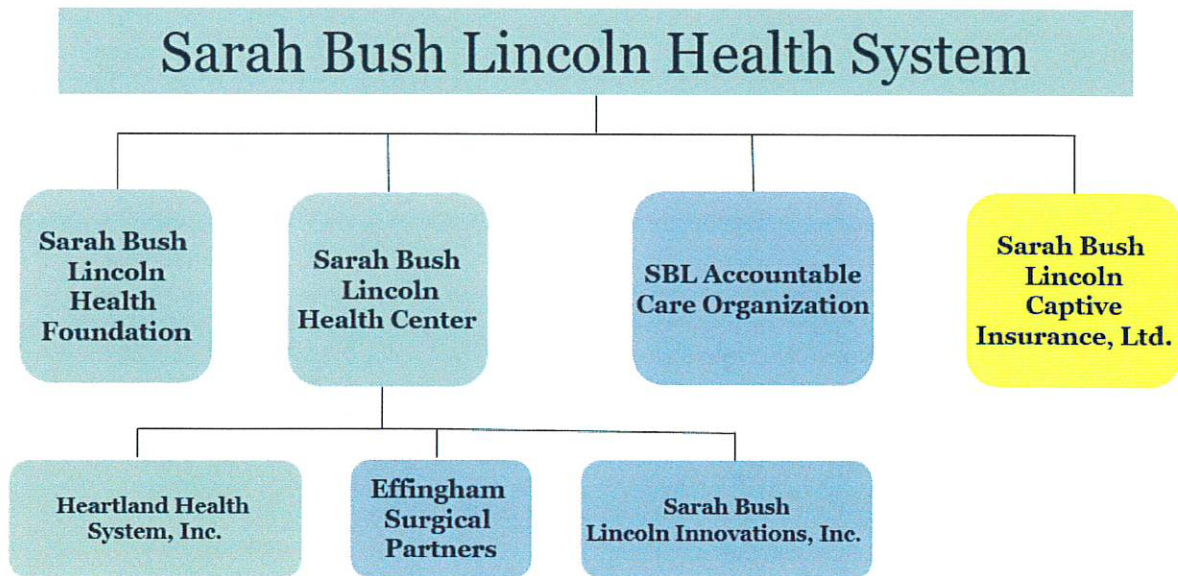
**PROPOSED ORGANIZATIONAL RELATIONSHIP –  
EFFINGHAM SURGICAL PARTNERS, LLC**



\*Dr. Didi Omiyi has 5% membership shares



## CORPORATE STRUCTURE



## SECTION II. BACKGROUND

## Background of Applicant

1. Effingham Surgical Partners, LLC owns and operates:

Effingham Ambulatory Surgery Center  
 904 West Temple Avenue  
 Effingham, IL 62401  
 IDPH license #7003178 (attached)

2. There are no additional health care facilities currently owned and/or operated by Effingham Surgical Partners, LLC's corporate officers or directors, LLC members, partners or owners.
3. Effingham Surgical Partners, LLC does hereby attest that no adverse action, as defined in the rules of the Illinois Health Facilities and Services Review Board, has been taken against it in the three (3) years preceding this application.
4. Effingham Surgical Partners, LLC authorizes the HFSRB and IDPH to access information necessary to verify information submitted in this application.

*Chris Hartshorn*

Chris Hartshorn, Market President

Subscribed and sworn to before me

This 5<sup>th</sup> day of January, 2024

*Jan Davis*



Attachment 5 – Effingham Surgical Partners, LLC



# ILLINOIS DEPARTMENT OF PUBLIC HEALTH

**HF127899**

## 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 <b>4/30/2024</b>	CATEGORY	I.D. NUMBER <b>7003178</b>
<b>Ambulatory Surgery Treatment Center</b>		
Effective: 05/01/2023		

**Effingham Ambulatory Surgery Center**  
904 W Temple Ave  
Effingham, IL 62401

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CONSPICUOUS PLACE

Exp. Date 4/30/2024

Lic Number 7003178

Date Printed 4/17/2023

Effingham Ambulatory Surgery Center

904 W Temple Ave  
Effingham, IL 62401-2178

FEE RECEIPT NO.



**SECTION II. BACKGROUND****Background of Applicant**

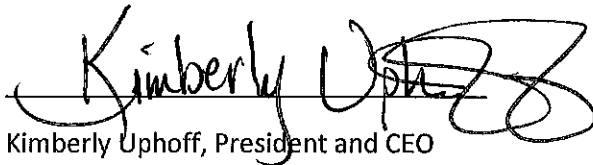
1. Sarah Bush Lincoln Health Center owns and operates:

Sarah Bush Lincoln Health Center  
 1000 Health Center Drive  
 Mattoon, IL 61938  
 IDPH license #0003392 (attached)  
 The Joint Commission ID# 7257 (attached)

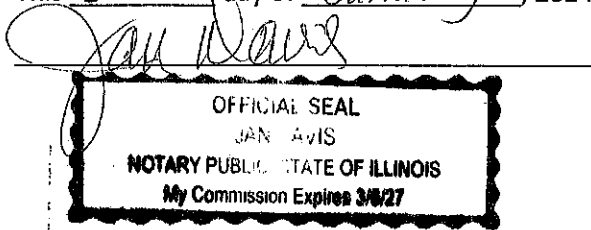
Sarah Bush Lincoln Fayette County Hospital  
 650 West Taylor Street  
 Vandalia, IL 62471  
 IDPH license #0006320 (attached)  
 The Joint Commission ID# 3780 (attached)

In addition, Sarah Bush Lincoln currently has 27.1% membership interest in Effingham Surgical Partners, LLC.

2. There are no additional health care facilities currently owned and/or operated by Sarah Bush Lincoln Health Center's corporate officers or directors, LLC members, partners or owners.
3. Sarah Bush Lincoln Health Center does hereby attest that no adverse action, as defined in the rules of the Illinois Health Facilities and Services Review Board, has been taken against it in the three (3) years preceding this application.
4. Sarah Bush Lincoln Health Center authorizes the HFSRB and IDPH to access information necessary to verify information submitted in this application.

  
 Kimberly Uphoff, President and CEO

Subscribed and sworn to before me  
 This 5<sup>th</sup> day of January, 2024



Attachment 5 – Sarah Bush Lincoln Health Center



ILLINOIS DEPARTMENT OF  
PUBLIC HEALTH

HF130299

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
12/31/2024		0003392
General Hospital		
Effective: 01/01/2024		

Sarah Bush Lincoln Health Center  
1000 Health Ctr Dr, PO Box 372  
Mattoon, IL 61938

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

E-001-24

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CONSPICUOUS PLACE

Exp. Date 12/31/2024

Lic Number 0003392

Date Printed 11/06/2023

Sarah Bush Lincoln Health Center

1000 Health Ctr Dr, PO Box 372  
Mattoon, IL 61938

FEE RECEIPT NO.



March 17, 2023

Kim Uphoff  
President and CEO  
Sarah Bush Lincoln Health Center  
1000 Health Center Drive  
Mattoon, IL 61938

Joint Commission ID #: 7257  
Program: Hospital Accreditation  
Accreditation Activity: 60-day Evidence of Standards  
Compliance  
Accreditation Activity Completed : 3/6/2023

Dear Mrs. Uphoff:

The Joint Commission is pleased to grant your organization an accreditation decision of Accredited for all services surveyed under the applicable manual(s) noted below:

**Comprehensive Accreditation Manual for Hospitals**

This accreditation cycle is effective beginning November 19, 2022 and is customarily valid for up to 36 months. Please note, The Joint Commission reserves the right to shorten the duration of the cycle.

Should you wish to promote your accreditation decision, please view the information listed under the 'Publicity Kit' link located on your secure extranet site, The Joint Commission Connect.

The Joint Commission will update your accreditation decision on Quality Check®.

Congratulations on your achievement.

Sincerely,

Deborah A. Ryan, MS, RN  
Executive Vice President  
Division of Accreditation and Certification Operations





March 17, 2023

Kim Uphoff  
President and CEO  
Sarah Bush Lincoln Health Center  
1000 Health Center Drive  
Mattoon, IL 61938

Joint Commission ID #: 7257  
Program: Home Care Accreditation  
Accreditation Activity: 60-day Evidence of Standards  
Compliance  
Accreditation Activity Completed : 3/15/2023

Dear Mrs. Uphoff:

The Joint Commission is pleased to grant your organization an accreditation decision of Accredited for all services surveyed under the applicable manual(s) noted below:

**Comprehensive Accreditation Manual for Home Care**

This accreditation cycle is effective beginning November 19, 2022 and is customarily valid for up to 36 months. Please note, The Joint Commission reserves the right to shorten the duration of the cycle.

Should you wish to promote your accreditation decision, please view the information listed under the 'Publicity Kit' link located on your secure extranet site, The Joint Commission Connect.

The Joint Commission will update your accreditation decision on Quality Check®.

Congratulations on your achievement.

Sincerely,

Deborah A. Ryan, MS, RN  
Executive Vice President  
Division of Accreditation and Certification Operations



**ILLINOIS DEPARTMENT OF PUBLIC HEALTH** **HF128310**

**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 06/29/2024	CATEGORY	I.D. NUMBER 0006320
<b>Critical Access Hospital</b>		
Effective: 06/30/2023		

Sarah Bush Lincoln Health Center  
dba Sarah Bush Lincoln Fayette County Hospital  
650 W Taylor St  
  
Vandalia, IL 62471

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

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

Exp. Date 06/29/2024

Lic Number 0006320

Date Printed 06/20/2023

Sarah Bush Lincoln Health Center  
dba Sarah Bush Lincoln Fayette Count  
650 W Taylor St  
Vandalia, IL 62471

**FEE RECEIPT NO.**



October 9, 2023

Karen Dyer  
CEO  
Sarah Bush Lincoln Fayette County Hospital  
650 West Taylor Street  
Vandalia, IL 62471

Joint Commission ID #: 3780  
Program: Critical Access Hospital Accreditation  
Accreditation Activity: 60-day Evidence of Standards  
Compliance  
Accreditation Activity Completed : 10/9/2023

Dear Ms. Dyer:

The Joint Commission is pleased to grant your organization an accreditation decision of Accredited for all services surveyed under the applicable manual(s) noted below:

**Comprehensive Accreditation Manual for Critical Access Hospitals**

This accreditation cycle is effective beginning July 28, 2023 and is customarily valid for up to 36 months. Please note, The Joint Commission reserves the right to shorten the duration of the cycle.

Should you wish to promote your accreditation decision, please view the information listed under the 'Publicity Kit' link located on your secure extranet site, The Joint Commission Connect.

The Joint Commission will update your accreditation decision on Quality Check®.

Congratulations on your achievement.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Grubbs".

Ken Grubbs, DNP, MBA, RN  
Executive Vice President and Chief Nursing Officer  
Division of Accreditation and Certification Operations

**Applicable Review Criteria****1130.520(b)(1)(A) - Names of the parties**

Effingham Surgical Partners, LLC  
 Sarah Bush Lincoln Health Center

**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.**

Effingham Surgical Partners, LLC owns and operates Effingham Ambulatory Surgery Center, a multi-specialty ambulatory surgical treatment center, located in Effingham, Illinois.

Sarah Bush Lincoln Health System is a non-profit healthcare organization located in downstate Illinois. It operates a two-hospital system, consisting of Sarah Bush Lincoln Health Center in Mattoon, IL, which has 150 licensed beds, and Sarah Bush Lincoln Fayette County Hospital based in Vandalia, IL, with 25 beds. The organization employs nearly 3,000 people, including a medical staff of approximately 230 members.

Certifications and licenses for Effingham Surgical Partners, LLC and Sarah Bush Lincoln Health Center are included in Attachments 1 and 5.

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

USP Effingham, Inc., a wholly-owned subsidiary of United Surgical Partners International, Inc. (collectively, USPI), will sell 100% of their membership interest of Effingham Surgical Partners, LLC to Sarah Bush Lincoln Health Center. This proposed transaction will result in an increase of Sarah Bush Lincoln Health Center's membership interest from 27.1% to 67.1%.

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

Not applicable per the application.



**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.**

Current and proposed ownership and membership interests are illustrated in Attachment 4.

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

The fair market value for 40% interest in Effingham Surgical Partners, LLC is \$15,500,000.

**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)]**

In exchange for payment of \$15,500,000 to USP Effingham, Inc., Sarah Bush Lincoln Health Center will obtain 40% membership interest in Effingham Surgical Partners, LLC. This transaction will result in Sarah Bush Lincoln Health Center becoming the majority owner with a 67.1% total membership interest in Effingham Surgical Partners, LLC.

**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**

Effingham Surgical Partners, LLC and Sarah Bush Lincoln Health Center affirm that any projects for which permits have been issued have been or will be completed in accordance with the provisions of this Section.

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

Not applicable – the ownership change is membership interest in an ambulatory surgery center.

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

Sarah Bush Lincoln Health Center is a local, well-known and trusted community healthcare organization. The Effingham Ambulatory Surgery Center and the community will benefit from

Sarah Bush Lincoln Health Center's continued commitment to providing excellent medical care to Effingham and the surrounding area.

**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;**

Anticipated cost savings are unknown but likely, given that there could be efficiencies realized between Sarah Bush Lincoln Health Center and Effingham Surgical Partners, LLC.

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

Effingham Surgical Partners, LLC will continue with its extensive quality improvement program and affirms it will assure quality control measures are in place and followed. In addition, the facility will maintain its accreditation through the Accreditation Association of Ambulatory Healthcare.

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

Effingham Surgical Partners, LLC will continue to be governed by the physician owners, who currently serve on the board, and Sarah Bush Lincoln Health Center.

**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.**

At this time, there are no proposed changes to the scope of services or levels of care.

## SECTION IV. CHARITY CARE INFORMATION

CHARITY CARE – Effingham Surgical Partners, LLC			
	2020	2021	2022
Net Patient Revenue	\$12,086,419	\$15,287,606	\$14,166,074
Amount of Charity Care Charges	\$52,269	\$191,376	\$527,412
Cost of Charity Care	\$8,403	\$27,528	\$78,405

CHARITY CARE – Consolidated Sarah Bush Lincoln Health System			
	2021	2022	2023
Net Patient Revenue	\$513,169,484	\$542,810,241	\$591,748,642
Amount of Charity Care Charges	\$12,626,270	\$11,414,482	\$10,958,648
Cost of Charity Care	\$4,102,270	\$3,768,582	\$3,606,249