



# **CERTIFICATE OF NEED APPLICATION**

MERCY HOSPITAL WENTZVILLE

On Behalf Of

MERCY HEALTH EAST COMMUNITIES AND  
MERCY HOSPITAL WENTZVILLE



**Project No. 6106 HS**  
75 Medical / Surgical Bed Hospital

Submitted to:  
Missouri Health Facilities Review Committee

May 3, 2024

Submitted by:  
Richard Hill  
Attorney At Law  
Lashly & Baer, P.C.  
714 Locust Street  
St. Louis, MO 63101



Certificate of Need Program

**NEW HOSPITAL APPLICATION**

Applicant's Completeness Checklist and Table of Contents

Project Name: Mercy Hospital Wentzville Project No: 6106 HS

Project Description: 75 Medical / Surgical Bed Hospital

Done Page N/A Description

**Divider I. Application Summary:**

- ✓ 3 1. Applicant Identification and Certification (Form MO 580-1861)
- ✓ 4-5 2. Representative Registration (From MO 580-1869)
- ✓ 6-9 3. Proposed Project budget (Form MO 580-1863) and detail sheet with documentation of costs.
- ✓ 10-11 4. Provide documentation from MO Secretary of State that the proposed owner(s) and operator(s) are registered to do business in MO.

**Divider II. Proposal Description:**

- ✓ 13-14 1. Provide a complete detailed project description.
- ✓ 14 2. Provide the proposed number of licensed beds by medical specialty.
- ✓ 15 3. Provide a timeline of events for the project, from CON issuance through project competition.
- ✓ 17 4. Provide a legible city or county map showing the exact location of the proposed facility.
- ✓ 18 5. Provide a site plan for the proposed project.
- ✓ 19-23 6. Provide preliminary schematic drawings for the proposed project.
- ✓ 24-26 7. Provide evidence that architectural plans have been submitted to the Department of Health and Senior Services.
- ✓ 14 8. Provide the proposed square footage.
- ✓ 27-121 9. Document ownership of the project site, or provide an option to purchase.
- ✓ 15, 122 10. Define the community to be served (service area: 2025 population, area, rationale).
- ✓ 15 11. Provide utilization projections through the first three (3) **FULL** years of operation of the new beds.
- ✓ 15 12. Identify specific community problems or unmet needs the proposal would address.
- ✓ 15 13. Provide the methods and assumptions used to project utilization.
- ✓ 15 14. Document that consumer needs and preferences have been included in planning this project and describe how consumers had an opportunity to provide input.
- ✓ 123-210 15. Provide copies of any petitions, letters of support or opposition received.
- ✓ 211-222 16. Document that providers of similar health services in the proposed service area have been notified of the application by a public notice in the local newspaper.
- ✓ 223-230 17. Document that providers of all affected facilities in the proposed service area were addressed letters regarding the application.

**Divider III. Service Specific Criteria and Standards:**

- ✓ 232 1. Document the methodology utilized to determine the need for the proposed hospital.
- ✓ 232-233 2. Provide the most recent three (3) **FULL** years of evidence that the average occupancy of the same type(s) of beds at each other hospital in the proposed service area exceeds eighty percent (80%).
- ✓ 234 3. Discuss the impact the proposed hospital would have on utilization of other hospitals in the geographic service area.
- ✓ 235-240 4. Document the unmet need in the geographic service area for each type of bed being proposed according to the population-based need formula

**Divider IV. Financial Feasibility Review Criteria and Standards:**

- ✓ 242 1. Document that the proposed costs per square foot are reasonable when compared to the latest "RS Means Construction Cost data"
- ✓ 242, 243-244 2. Document that sufficient financing is available by providing a letter from a financial institution or an auditor's statement indicating that sufficient funds are available.
- ✓ 245 3. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) for the latest three (3) years, and projected through three (3) **FULL** years beyond project completion.
- ✓ 242 4. Document how patient charges are derived.
- ✓ 246-277 5. Document responsiveness to the needs of the medically indigent.

**DIVIDER I**

**APPLICATION SUMMARY**

## **DIVIDER I. APPLICATION SUMMARY**

**1. Applicant Identification and Certification (Form MO 580-1861).**

See attached.

**2. Representative Registration (Form 580-1869).**

See attached.

**3. Proposed Project Budget (Form MO 580-1863) and detail sheet with documentation of costs.**

See attached. Mercy intends to finance the project through a combination of cash and cash equivalents, investments, and operational funds.

**4. Provide documentation from MO Secretary of State that the proposed owner(s) and operator(s) are registered to do business in MO.**

See attached.



Certificate of Need Program

**APPLICANT IDENTIFICATION AND CERTIFICATION**

The information provided must match the **Letter of Intent** for this project, without exception.

**1. Project Location** (Attach additional pages as necessary to identify multiple project sites.)

Title of Proposed Project Mercy Hospital Wentzville	Project Number 6106 HS
Project Address (Street/City/State/Zip Code) Approximately 38°48'29"N; 90°50'39"W, Wentzville, MO 63385	County Saint Charles

**2. Applicant Identification** (Information must agree with previously submitted Letter of Intent.)

List All Owner(s): (List corporate entity.)	Address (Street/City/State/Zip Code)	Telephone Number
Mercy Health East Communities	615 S New Ballas Road, Saint Louis, MO 63141	314-251-1926
Mercy Hospital Wentzville	15740 S Outer Forty Rd, Chesterfield, MO 63017	314-251-1926

List All Operator(s): (List entity to be licensed or certified.)	Address (Street/City/State/Zip Code)	Telephone Number
Mercy Hospital Wentzville	15740 S Outer Forty Rd, Chesterfield, MO 63017	314-251-1926

**3. Ownership** (Check applicable category.)

- Nonprofit Corporation     
  Individual     
  City     
  District  
 Partnership     
  Corporation     
  County     
  Other \_\_\_\_\_


**4. Certification**

In submitting this project application, the applicant understands that:

- (A) The review will be made as to the community need for the proposed beds or equipment in this application;
- (B) In determining community need, the Missouri Health Facilities Review Committee (Committee) will consider all similar beds or equipment within the service area;
- (C) The issuance of a Certificate of Need (CON) by the Committee depends on conformance with its Rules and CON statute;
- (D) A CON shall be subject to forfeiture for failure to incur an expenditure on any approved project six (6) months after the date of issuance, unless obligated or extended by the Committee for an additional six (6) months;
- (E) Notification will be provided to the CON Program staff if and when the project is abandoned; and
- (F) A CON, if issued, may not be transferred, relocated, or modified except with the consent of the Committee.

We certify the information and date in this application as accurate to the best of our knowledge and belief by our representative's signature below:

**5. Authorized Contact Person** (Attach a Contact Person Correction Form if different from the Letter of Intent.)

Name of Contact Person Richard Hill	Title Attorney
Telephone Number 314-621-2939	Fax Number 314-621-6844
Signature of Contact Person 	E-mail Address rhill@lashlybaer.com
	Date of Signature 5/2/24



Certificate of Need Program

REPRESENTATIVE REGISTRATION

(A registration form must be completed for each project presented.)

Project Name: Mercy Hospital Wentzville; Number: 6106 HS

(Please type or print legibly.)

Name of Representative: Richard Hill; Title: Attorney

Firm/Corporation/Association of Representative: Lashly & Baer, P.C.; Telephone Number: 314-621-2939

Address: 714 Locust Street, St. Louis, MO 63101

Who's interests are being represented? (If more than one, submit a separate Representative Registration Form for each.)

Name of Individual/Agency/Corporation/Organization being Represented: Mercy Health East Communities; Telephone Number: 314-251-1926

Address: 615 S New Ballas Road, Saint Louis, MO 63141

Check one. Do you:

- Support (checked), Oppose, Neutral

Relationship to Project:

- None, Employee, Legal Counsel (checked), Consultant, Lobbyist, Other (explain)

Other Information:

I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo...

Original Signature: [Handwritten Signature]; Date: 5/2/24



Certificate of Need Program

**REPRESENTATIVE REGISTRATION**

(A registration form must be completed for **each** project presented.)

Project Name <b>Mercy Hospital Wentzville</b>	Number <b>6106 HS</b>
--	--------------------------

(Please type or print legibly.)

Name of Representative <b>Richard Hill</b>	Title <b>Attorney</b>
---	--------------------------

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) <b>Lashly &amp; Baer, P.C.</b>	Telephone Number <b>314-621-2939</b>
---	---

Address (Street/City/State/Zip Code)  
**714 Locust Street, St. Louis, MO 63101**

Who's interests are being represented?  
(If more than one, submit a separate Representative Registration Form for each.)

Name of Individual/Agency/Corporation/Organization being Represented <b>Mercy Hospital Wentzville</b>	Telephone Number <b>314-251-1926</b>
--	---

Address (Street/City/State/Zip Code)  
**15740 S Outer Forty Rd, Chesterfield, MO 63017**

Check one. Do you:

- Support
- Oppose
- Neutral

Relationship to Project:

- None
- Employee
- Legal Counsel
- Consultant
- Lobbyist
- Other (explain):

Other Information:

\_\_\_\_\_

\_\_\_\_\_

I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo which says: *Any person who is paid either as part of his normal employment or as a lobbyist to support or oppose any project before the health facilities review committee shall register as a lobbyist pursuant to chapter 105 RSMo, and shall also register with the staff of the health facilities review committee for every project in which such person has an interest and indicate whether such person supports or opposes the named project. The registration shall also include the names and addresses of any person, firm, corporation or association that the person registering represents in relation to the named project. Any person violating the provisions of this subsection shall be subject to the penalties specified in § 105.478, RSMo.*

Original Signature 	Date <b>5/2/24</b>
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Certificate of Need Program

**PROPOSED PROJECT BUDGET**

**Description**

**Dollars**

**COSTS:\***

*(Fill in every line, even if the amount is "\$0".)*

1. New Construction Costs ***	\$282,350,000
2. Renovation Costs ***	\$0
<b>3. Subtotal Construction Costs</b> (#1 plus #2)	<b>\$282,350,000</b>
4. Architectural/Engineering Fees	\$28,000,000
5. Other Equipment (not in construction contract)	\$90,120,000
6. Major Medical Equipment	\$0
7. Land Acquisition Costs ***	\$15,487,720
8. Consultants' Fees/Legal Fees ***	\$14,760,000
9. Interest During Construction (net of interest earned) ***	\$0
10. Other Costs ***	\$204,460,000
<b>11. Subtotal Non-Construction Costs</b> (sum of #4 through #10)	<b>\$352,827,720</b>
<b>12. Total Project Development Costs</b> (#3 plus #11)	<b>\$635,177,720 **</b>

**FINANCING:**

13. Unrestricted Funds	\$635,177,720
14. Bonds	\$0
15. Loans	\$0
16. Other Methods (specify)	\$0
<b>17. Total Project Financing</b> (sum of #13 through #16)	<b>\$635,177,720 **</b>

18. New Construction Total Square Footage	427,761
19. New Construction Costs Per Square Foot *****	\$660
20. Renovated Space Total Square Footage	0
21. Renovated Space Costs Per Square Foot *****	\$0

\* Attach additional page(s) detailing how each line item was determined, including all methods and assumptions used. Provide documentation of all major costs.

\*\* These amounts should be the same.

\*\*\* Capitalizable items to be recognized as capital expenditures after project completion.

\*\*\*\* Include as Other Costs the following: other costs of financing; the value of existing lands, buildings and equipment not previously used for health care services, such as a renovated house converted to residential care, determined by original cost, fair market value, or appraised value; or the fair market value of any leased equipment or building, or the cost of beds to be purchased.

\*\*\*\*\* Divide new construction costs by total new construction square footage.

\*\*\*\*\* Divide renovation costs by total renovation square footage.



**Mercy Hospital Wentzville  
New Hospital  
Budget Detail**

**Table 1 - Budget Detail**

	<b>A</b>	<b>B</b>	<b>C</b>
	<b>CON Budget Item</b>	<b>Cost</b>	<b>CON Cost Category</b>
<b>1</b>	Architectural & Engineering Fees	\$28,000,000.00	Architectural & Engineering
<b>2</b>	Consultant Fees	\$14,760,000.00	Consultants' Fees / Legal Fees
<b>3</b>	Land Acquisition	\$15,487,720.00	Land Acquisition Costs
<b>4</b>	New Construction	\$282,350,000.00	New Construction Costs
<b>5</b>	Sitework	\$49,500,000.00	Other Costs
<b>6</b>	Furniture	\$11,300,000.00	Other Costs
<b>7</b>	Contingency	\$83,169,000.00	Other Costs
<b>8</b>	Escalation	\$60,491,000.00	Other Costs
<b>9</b>	Equipment, Imaging, Etc.	\$90,120,000.00	Other Equipment
<b>10</b>	<b>Total</b>	<b>\$635,177,720.00</b>	

**Table 2 - CON Cost Category Summation**

	<b>A</b>	<b>B</b>
	<b>CON Cost Category</b>	<b>Cost</b>
<b>1</b>	New Construction Costs	\$282,350,000.00
<b>2</b>	Architectural & Engineering	\$28,000,000.00
<b>3</b>	Other Equipment	\$90,120,000.00
<b>4</b>	Land Acquisition Costs	\$15,487,720.00
<b>5</b>	Consultants' Fees / Legal Fees	\$14,760,000.00
<b>6</b>	Interest During Construction	\$0.00
<b>7</b>	Other Costs	\$204,460,000.00
<b>8</b>	Subtotal Construction Costs	\$282,350,000.00
<b>9</b>	Subtotal Non-Construction Costs	\$352,827,720.00
<b>10</b>	<b>Total Project Development Costs</b>	<b>\$635,177,720.00</b>

**Mercy Hospital Wentzville  
 New Hospital  
 Land Acquisition Cost Detail**

	<b>A</b>	<b>B</b>
	<b>Address / Description</b>	<b>Value</b>
<b>1</b>	Hotel Parcel	\$ 2,500,000
<b>2</b>	813 S Linn Ave.	\$ 375,000
<b>3</b>	802 S Linn Ave.	\$ 500,000
<b>4</b>	715 S Elm St.	\$ 515,000
<b>5</b>	710 S Elm St.	\$ 440,000
<b>6</b>	711 Whitehead St.	\$ 468,650
<b>7</b>	Lindenwood Parcel	\$ 1,000,000
<b>8</b>	Main Parcel	\$ 13,561,000
<b>9</b>	Total	\$ 19,359,650
<b>10</b>	Allocation to CON	80%
<b>11</b>	<b>CON Land Acquisition Costs</b>	<b>\$ 15,487,720</b>



# BROKER OPINION OF VALUE

Wentzville, MO Parcel - ±59.5 Acres



## OVERVIEW

Mercy Health recently announced plans for a Hospital in Wentzville, MO at the Northwest quadrant of Instate 70 and 64. Prior to constructing the hospital Mercy must file a Certificate of Need (CON) with state regulators to demonstrate the population will benefit from a new hospital. As a part of the process, Mercy needs to provide a valuation for the ground in which it intends to develop. Mercy has engaged Avison Young – Missouri to complete a Broker Opinion of Value.

Based on our recent research, relevant sale comparables for the subject parcel are limited. Therefore, in addition to comparables, we reached out to the brokerage community that transacts in land sales in the Wentzville/St. Charles County submarket for input. All agreed, the underlying value of the ground is owed to the lack of availability of large land parcels, ability to control access and the prominent visibility. Based on our collective research, we believe the value of the parcel, on an “on-market” for sale scenario is between \$4.75 and \$5.45 per square foot.

## OPINION OF VALUE

**\$12,622,000 (\$4.75/SF) - \$14,500,000(\$5.45/SF)**

## CURRENT LAND AVAILABLE FOR SALE

DATE	SUBMARKET	ADDRESS	BUYER	SELLER	AC	SALE PRICE	\$/SF
8/18/2021	Wentzville	CenturyLink Drive Wentzville, MO	United Pentecostal Church Intl.	Midwest Holdings	25.67	\$4,291,531	\$3.83
12/31/2021	Wentzville	1514 Wentzville Parkway Wentzville, MO	Menard's	Wentzville Bend	16.79	\$5,000,000	\$6.83
1/21/2022	South County	901 Assembly Parkway Fenton, MO	D&D Distributor's	Fenton Land Investors	23.68	\$7,736,205	\$7.50
1/31/2022	South County	9507 Watson Road Crestwood, MO	Dierberg's	Urban Street Group	24.52	\$8,075,200	\$7.52
2/9/2022	Wentzville	David Hockel Pkwy Wentzville, MO	SJK, LC	Shuman Family Limited Partnership	21.23	\$5,208,034	\$5.63
9/23/2022	Mid-County	10300 Olive Boulevard Crestwood, MO	10300 Olive LLC	Bayer Corporate Services	95.75	\$5,500,000	\$1.32

LOW \$1.32 / HIGH \$7.52 / AVERAGE \$5.44

# STATE OF MISSOURI



**John R. Ashcroft**  
**Secretary of State**

**CORPORATION DIVISION**  
**CERTIFICATE OF GOOD STANDING**

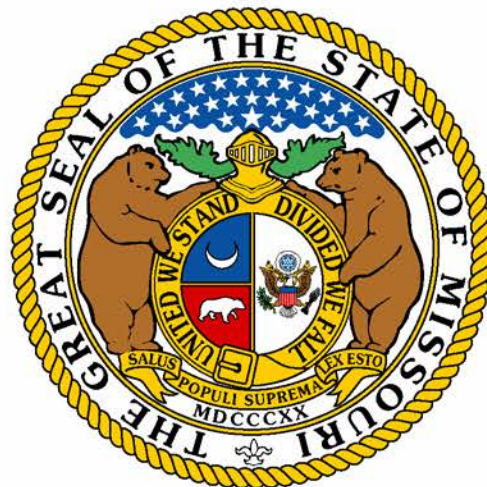
I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

*Mercy Health East Communities*  
*N00052853*

was created under the laws of this State on the 31st day of August, 1995, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 24th day of April, 2024.

  
Secretary of State



Certification Number: CERT-04242024-0094

# STATE OF MISSOURI



**John R. Ashcroft**  
**Secretary of State**

## CERTIFICATE OF INCORPORATION

WHEREAS, Articles of Incorporation of

*MERCY HOSPITAL WENTZVILLE*  
*N001696129*

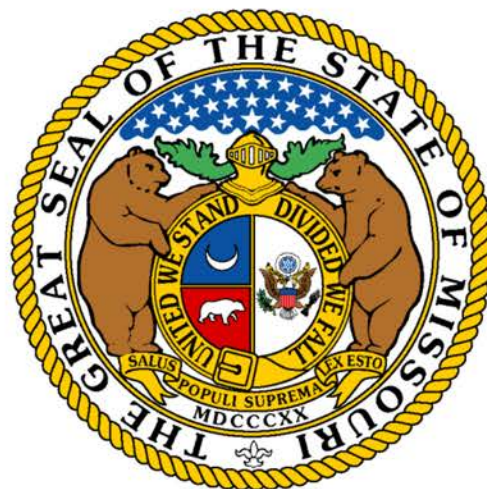
have been received and filed in the Office of the Secretary of State, which Articles, in all respects, comply with the requirements of Missouri Nonprofit Corporation Law;

NOW, THEREFORE, I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do hereby certify and declare this entity a body corporate, duly organized this date and that it is entitled to all rights and privileges granted corporations organized under the Missouri Nonprofit Corporation Law.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 1st day of April, 2024.

Effective Date: April 02, 2024

  
Secretary of State



**DIVIDER II**

**PROPOSAL DESCRIPTION**

## DIVIDER II. PROPOSAL DESCRIPTION

### 1. Provide a complete detailed project description.

It is a core Mercy tenet that quality care should be available close to home. In 2010, Mercy sought input from the community on services requested in the Saint Charles, Lincoln, and Warren counties. In response to that input, Mercy launched its plan to better serve that community. Since the implementation of that plan in 2012, Mercy has added 39 new office locations, as well as several physical therapy locations, pharmacies, and outpatient imaging service locations to the region. As a result, there are a significant number of patients that prefer Mercy in the area. Notably, approximately 18% of the patients in Saint Charles, Lincoln, and Warren counties receive inpatient care at a Mercy hospital, with many traveling outside of the service area. The next step in this longstanding plan is to construct a hospital in the service area to serve this population, and Mercy is proud to submit its application to do just that.

Mercy seeks approval to build and operate an approximate 425,000 square foot, 75 medical / surgical bed hospital. The hospital will be located at the northwest corner of the intersection of Highways 70 and 64 in Wentzville Missouri (approximately 38°48'29"N; 90°50'39"W).

Mercy offers high quality, high value services throughout its inpatient and clinic locations.<sup>1</sup> This commitment to high quality, high value services is driven by Mercy's value-based care model, which forms the basis of many of its payor contracts. The proposed facility will assist Mercy in continuing to provide this care to its patients, and reinforce Mercy's "triple aim" of quality, service, and cost. The new facility will establish a health care destination for hospital and ambulatory patients, and will include inpatient care, emergency care, and diagnostic services. While there is no Certificate of Need formula or requirement for emergency department bays, the facility will be equipped with 28 emergency bays. The facility will also be capable of being designated as a trauma center, with two trauma bays.

In addition to the inpatient and emergency services needed for a growing community, Mercy will add more specialists in the fields of oncology, orthopedics, urology, neurosciences, nephrology, pulmonology, women's services, gastroenterology, general

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1 "Top Hospitals" The Leapfrog Group, <https://www.leapfroggroup.org/sites/default/files/Files/2006-2022%20Leapfrog%20Top%20Hospitals.pdf> (accessed 4/26/2024) (Mercy hospitals consistently receiving honors for top hospitals); "Healthgrades Specialty Excellence Awards" healthgrades, <https://www.healthgrades.com/quality/specialty-excellence-americas-best-care?filter=OJO> (accessed 4/26/2024); "Excellence in Patient Experience Award" NRC Health, <https://nrchealth.com/awards/excellence-in-patient-experience-award/> (accessed 4/26/2024); "Mercy Hospital St. Louis" Centers for Medicare & Medicaid Services, <https://www.medicare.gov/care-compare/details/hospital/260020?city=Chesterfield&state=MO&zipcode=> (accessed 4/26/2024) (5 star facility); "Health Systems Implementation Initiative Participants" Patient-Centered Outcomes Research Institute, <https://www.pcori.org/impact/putting-evidence-work/health-systems-implementation-initiative/health-systems-implementation-initiative-participants> (accessed 4/26/2024); "All Mercy Hospitals Rank Among World's Most Technologically Advanced" Mercy, <https://www.mercy.net/newsroom/2020-01-07/all-mercy-hospitals-rank-among-world-s-most-technologically-adva/> (accessed 4/26/2024).

medicine / surgery, and cardiovascular. There will be a robust number of new providers and caregivers for the region.

**2. Provide the proposed number of licensed beds by medical specialty.**

The proposed hospital will be licensed for seventy-five (75) medical / surgical beds.

**3. Provide a timeline of events for the project, from CON issuance through project completion.**

Certificate of Need Awarded	–	July 15, 2024
Obtain Permits	–	March 2025
Construction Commences	–	June 2025
Construction Finalized	–	March 2029
Facility Licensure	–	June 2029

**4. Provide a legible city or county map showing the exact location of the proposed facility.**

See attached.

**5. Provide a site plan for the proposed project.**

See attached.

**6. Provide preliminary schematic drawings for the proposed project.**

See attached.

**7. Provide evidence that architectural plans have been submitted to the Department of Health and Senior Services.**

See attached.

**8. Provide the proposed gross square footage.**

The proposed hospital premises will cover approximately 425,000 square feet.

**9. Document ownership of the project site, or provide an option to purchase.**

See attached. All of the applicable parcels are either owned or under contract with entities that are owned and controlled by Mercy Health, which is the nonprofit equivalent of a “parent corporation.” Mercy Health and will cause the applicable parcels to be transferred to Mercy Health East Communities, the landowner for this project.



**10. Define the community to be served (service area; 2025 population, area, rationale).**

The service area for the proposed hospital is the Western portion of Saint Charles County, along with the majority of Warren and Lincoln Counties. Please see the attached service area map for a visual depiction of the service area.

**11. Provide utilization projections through the first three (3) FULL years of operation of the new beds.**

Year 1 – 13,686 medical / surgical bed patient days;  
Year 2 – 15,739 medical / surgical bed patient days; and,  
Year 3 – 17,793 medical / surgical bed patient days.

**12. Identify specific community problems or unmet needs the proposal would address.**

As otherwise set forth herein, the population in the service area continues to grow at a tremendous rate. The proposed facility will assist in meeting the increasing demand for services of that rapidly growing population. Illustratively, the Committee's formula shows a need for over 500 additional medical / surgical beds in the service area. Moreover, Mercy is seeking to meet the need for inpatient services of its own patient population. Approximately 18% of the patients in the region already travel to a Mercy hospital, usually outside of the service area, to receive care. Pursuant to its 2010 area strategy, this facility will assist Mercy in being able to meet the care needs of its own patient population, closer to their homes.

**13. Provide the methods and assumptions used to project utilization.**

Mercy determined the initial utilization projections based on the number of patients from the service area currently travelling to receive care at other Mercy Hospital locations, at considerably distance, time, and expense. Those initial utilization projects were then adjusted to take into account the significant growth in the service area. Importantly, the service area has grown by 13.1% between 2012 and 2022, and is expected to grow by an additional, approximate 10% between 2022 and 2032.

**14. Document that consumer needs and preferences have been included in planning this project and describe how consumers had an opportunity to provide input.**

Residents in the service area, local municipalities, and other stakeholders have been provided with the opportunity to provide input with respect to the project. A notice of the application was published in the St. Louis Post-Dispatch on April 12, 2024. Mercy's Leadership Team has also met with multiple public officials to discuss the project and seek feedback with respect to community preferences. Mercy also anticipates hosting community meetings seeking input, likely near the end of May 2024.

**15. Provide copies of any petitions, letters of support or opposition received.**

See attached.

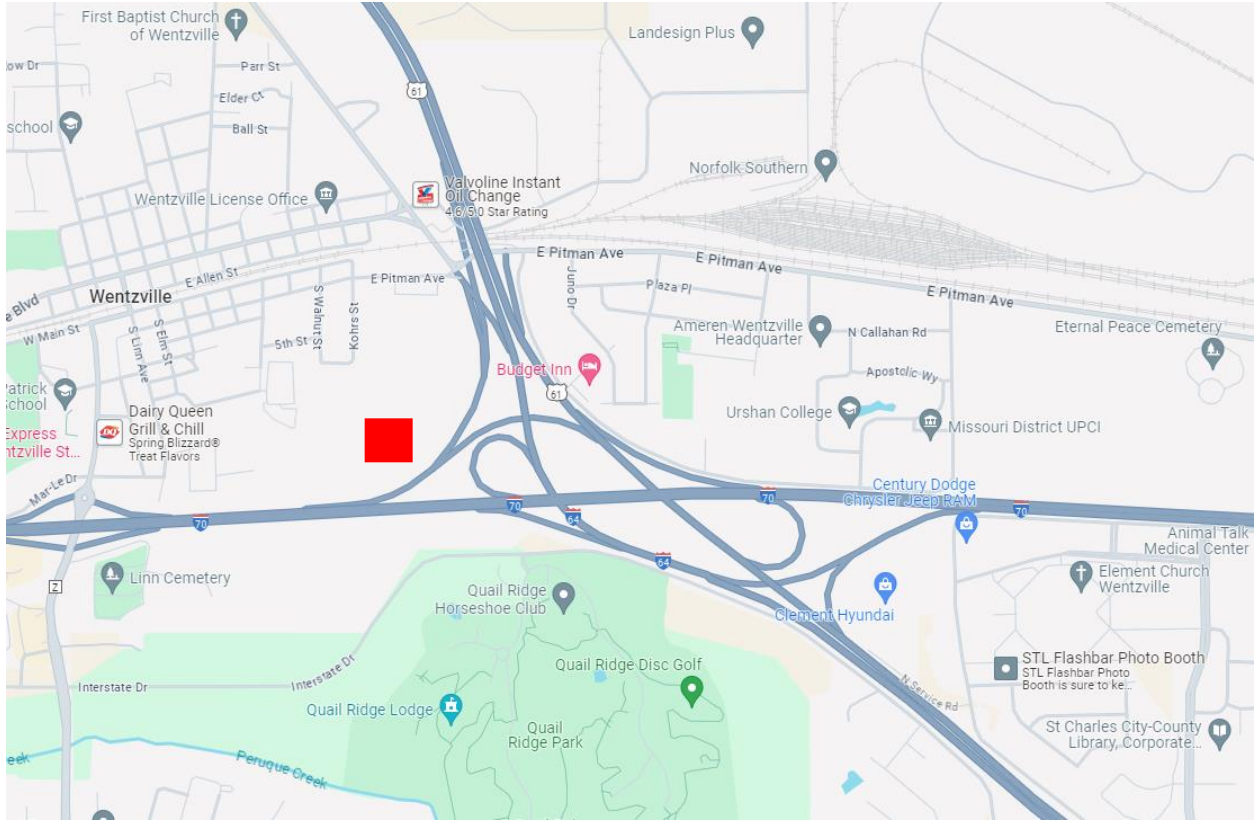
**16. Document that providers of similar health services in the proposed service area have been notified of the application by a public notice in the local newspaper.**

A notice of the application was published in the St. Louis Post-Dispatch on April 12, 2024. The project has been announced in a variety of additional publications, as otherwise attached.

**17. Document that providers of all affected facilities in the proposed service area were addressed letters regarding the application.**

See attached.

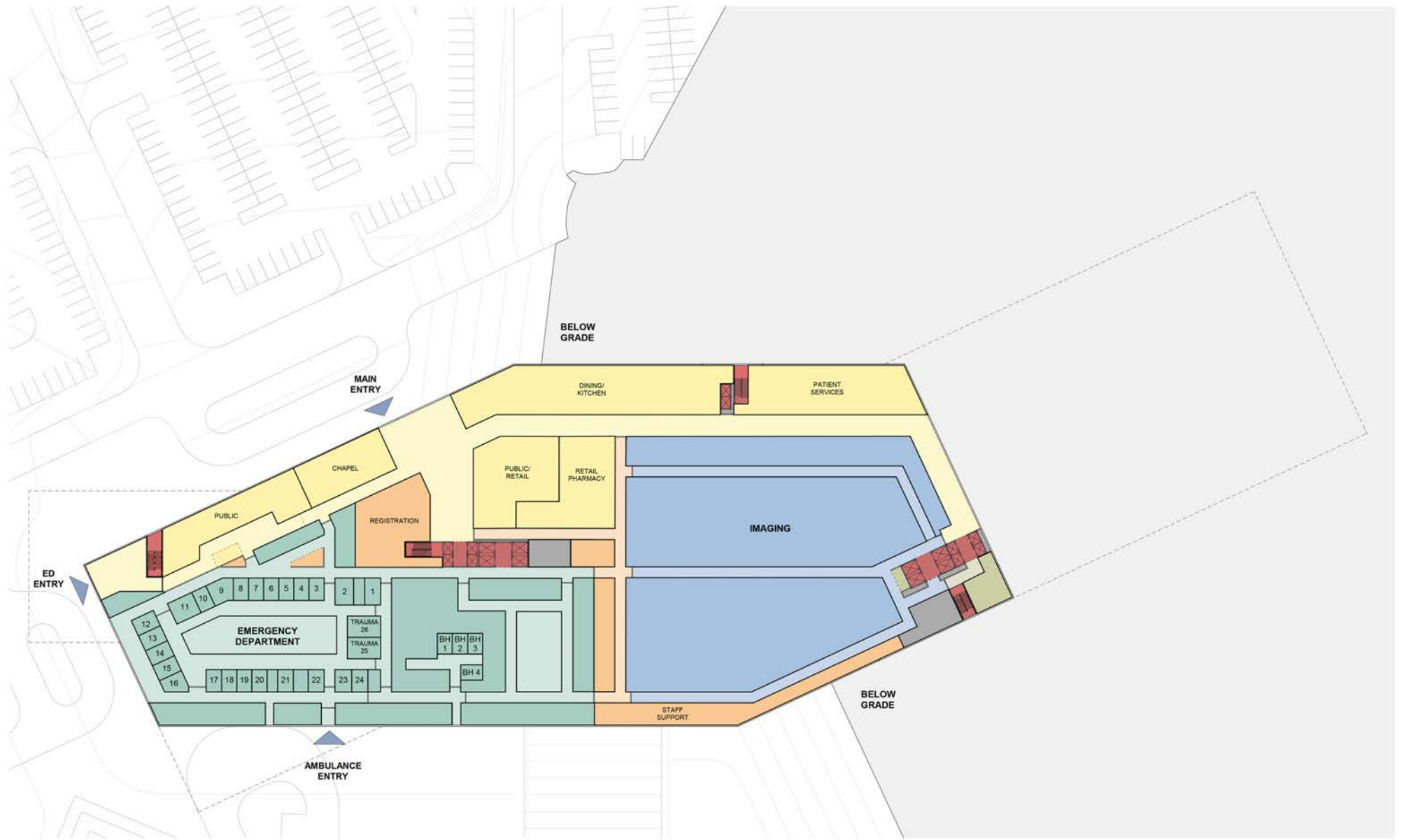
## Location Map

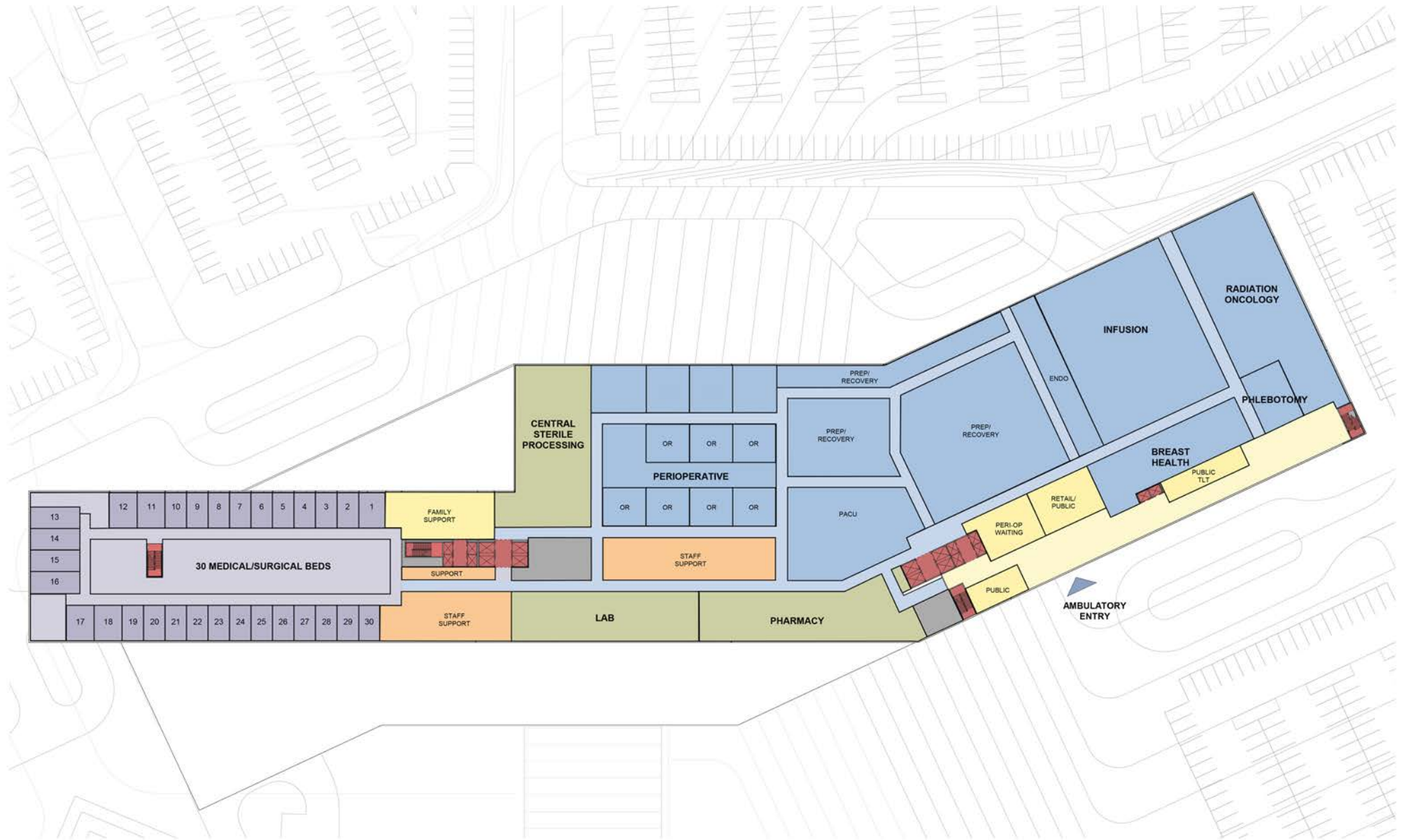


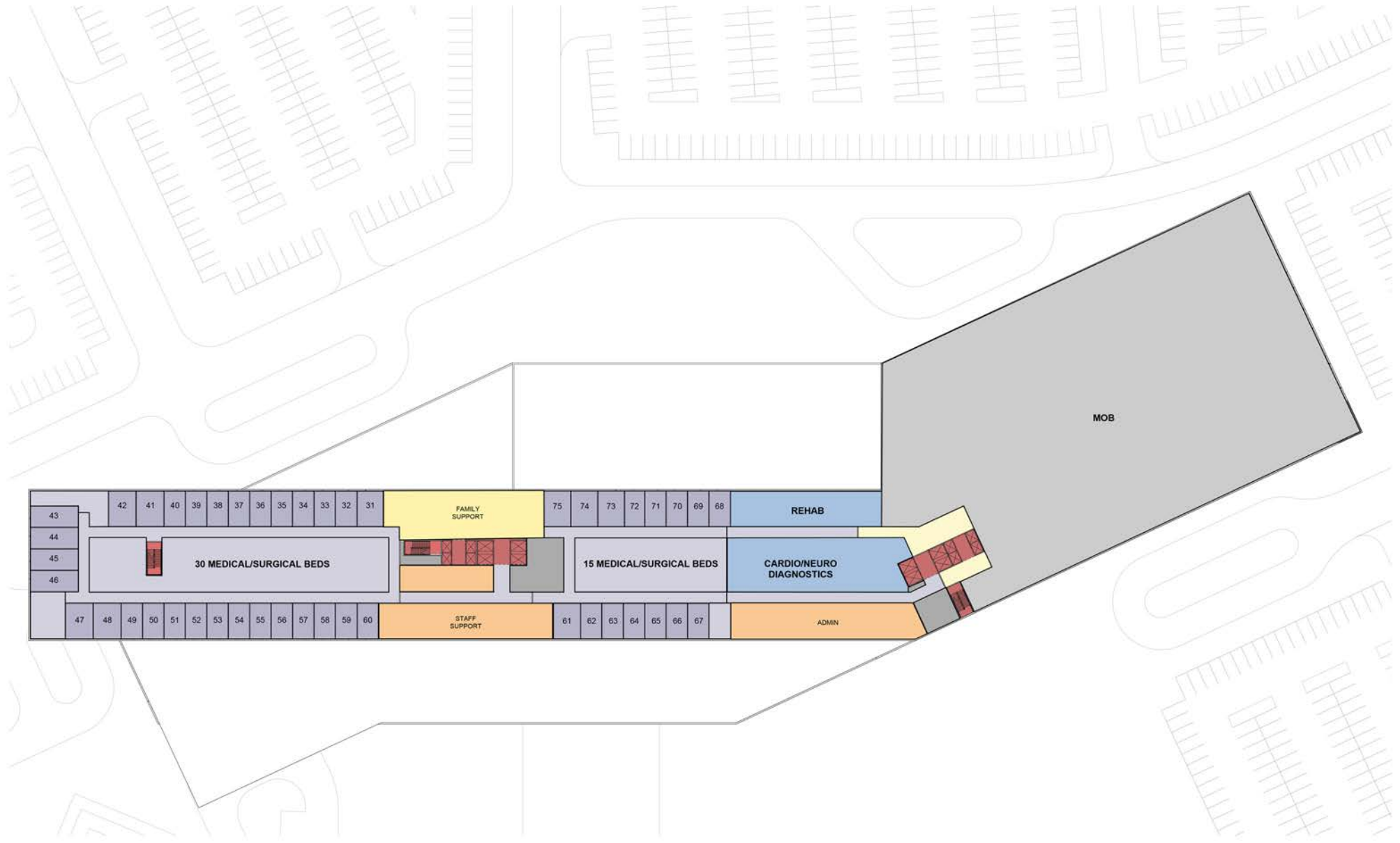
■ = Proposed Site



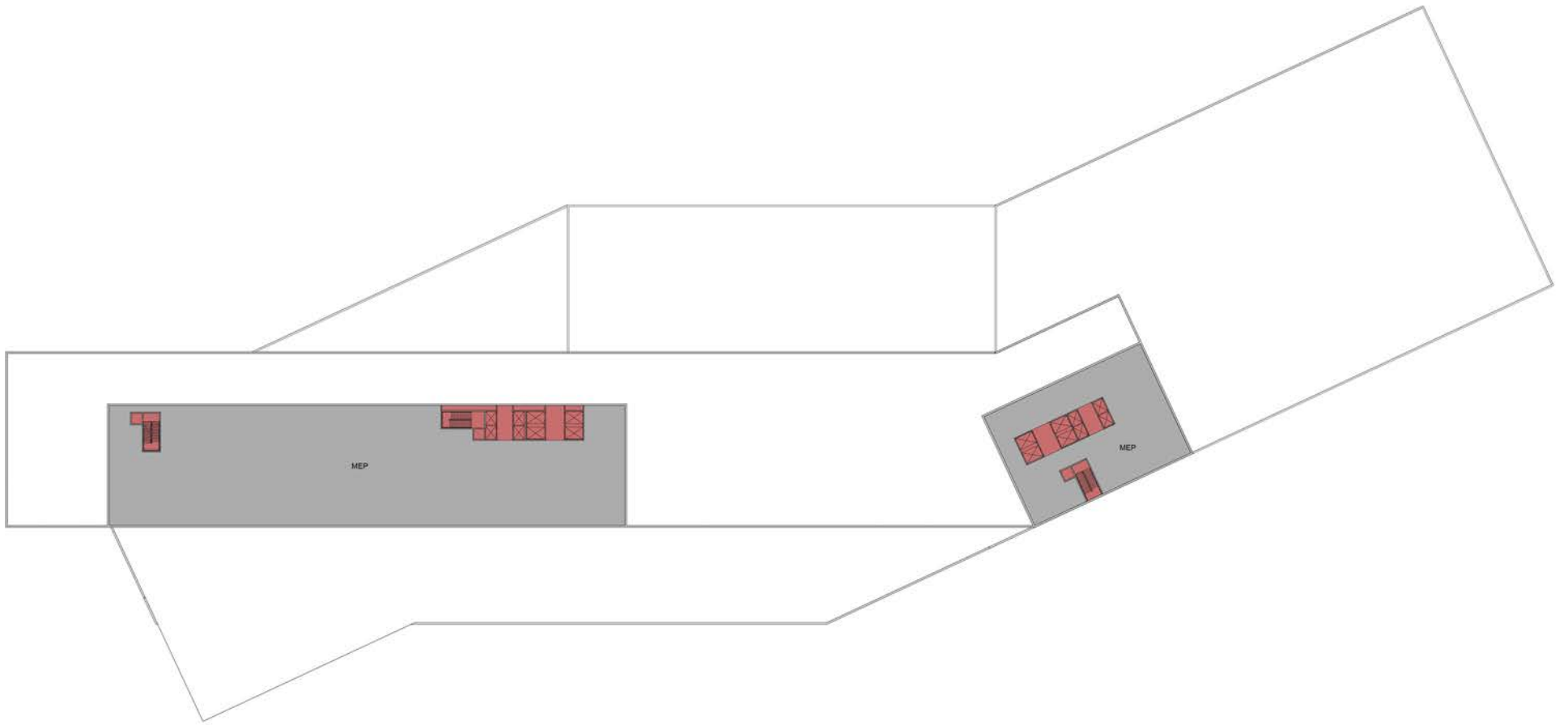












## Hill, Richard W.

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**From:** Hill, Richard W.  
**Sent:** Wednesday, May 1, 2024 3:54 PM  
**To:** East, David (David.East@health.mo.gov); carrie.schaumburg@health.mo.gov  
**Cc:** ECU@health.mo.gov; James Gordon (Unsecured User); Pukszta, Michael (Unsecured User); Whitman Rogers  
**Subject:** Mercy Hospital Wentzville - Preliminary Schematics  
**Attachments:** MHW - Preliminary Schematics (02553173x7A478).PDF

David and Carrie:

Please see the attached preliminary schematics for the proposed Mercy Hospital Wentzville project being presented to the Missouri Health Facilities Review Committee. Please confirm your receipt at your earliest convenience. Thanks!

Rich

**RICHARD W. HILL, III**  
*Attorney at Law*  
rhill@lashlybaer.com  
DIRECT: 314 436.8317  
CELL: 314 749.2396

**LASHLY & BAER, P.C.**  
ATTORNEYS AT LAW  
714 Locust Street, St. Louis, MO 63101-1699

**Best Lawyers**  
**ONES TO WATCH**  
RICHARD W. HILL III 2021

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## Hill, Richard W.

---

**From:** DHSS, ECU <ECU@health.mo.gov>  
**Sent:** Thursday, May 2, 2024 8:57 AM  
**To:** Hill, Richard W.; East, David; Schaumburg, Carrie; CONP CONP  
**Cc:** DHSS, ECU; James Gordon (Unsecured User); Pukszta, Michael (Unsecured User); Whitman Rogers  
**Subject:** RE: Mercy Hospital Wentzville - Preliminary Schematics

Richard,

Thank you for this submission. I see no issues at this point with the CON schematics. Please be sure to have Cannon Design contact us as they progress with the project. We can complete an early review during the DD stage so that we can discuss any issues early.

Thank you,



*Carrie Schaumburg* | Architect  
Missouri Department of Health and Senior Services  
Engineering Consultation Unit  
P.O. Box 570, Jefferson City, MO 65102-0570  
573-526-5350 | [Carrie.Schaumburg@health.mo.gov](mailto:Carrie.Schaumburg@health.mo.gov)

### **WE HAVE MOVED.**

Please note our new physical address is now:  
920 Wildwood  
Jefferson City, MO 65109

**Online Reporting for Abuse and Neglect is now available. Adult abuse and neglect reports can now be made online 24/7, <https://health.mo.gov/safety/abuse/>**

**For the latest information related to Long-Term Care, please subscribe [here](#) and select “LTCR: Long-Term Care Regulation” under the Subscription Topics**

### **Protecting Health and Keeping People Safe**

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---

**From:** Hill, Richard W. <RHill@lashlybaer.com>  
**Sent:** Wednesday, May 1, 2024 3:54 PM  
**To:** East, David <David.East@health.mo.gov>; Schaumburg, Carrie <Carrie.Schaumburg@health.mo.gov>  
**Cc:** DHSS, ECU <ECU@health.mo.gov>; James Gordon (Unsecured User) <jgordon@CANNONDESIGN.COM>; Pukszta, Michael (Unsecured User) <mpukszta@CANNONDESIGN.COM>; Whitman Rogers <wrogers@CANNONDESIGN.COM>  
**Subject:** Mercy Hospital Wentzville - Preliminary Schematics

David and Carrie:

Please see the attached preliminary schematics for the proposed Mercy Hospital Wentzville project being presented to the Missouri Health Facilities Review Committee. Please confirm your receipt at your earliest convenience. Thanks!

Rich

**RICHARD W. HILL, III**  
*Attorney at Law*  
rhill@lashlybaer.com  
DIRECT: 314 436.8317  
CELL: 314 749.2396

**LASHLY & BAER, P.C.**  
ATTORNEYS AT LAW  
714 Locust Street, St. Louis, MO 63101-1699

Best Lawyers  
**ONES TO WATCH**  
RICHARD W. HILL III 2021

vCard Website Locations USLAW

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**Please consider the environment before printing this email.**

## Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

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L-3  
S-1



20080820000589520 W D  
Bk: DE5038 Pg: 329  
08/20/2008 11:43:20 AM 1/3

CERTIFIED-FILED FOR RECORD  
Barbara J. Hall  
Recorder of Deeds  
St. Charles County, Missouri  
BY: JJAMES

ETC 71442 **General Warranty Deed (Individual)**

**This Deed**, made and entered into <sup>As of</sup> ~~on~~ August 14, 2008, by and between **Grantor(s)**: John Arthur Kelley and Bettie Kelley, incorrectly known as Betty Kelly, husband and wife whose address is 107 Timber Trace Crossing, Wentzville, MO 63386 of the County of St. Charles, State of MO and **Grantee(s)**: TRIAX Wentzville, LLC, a Missouri limited liability company of the County of St. Louis, State of MO. **Mailing Address of the Grantee(s)**: 1100 Conwyck Lane, St. Louis, MO 63131

**Witnesseth**, that the Grantor(s), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents **Grant, Bargain and Sell, Convey and Confirm** unto the Grantee(s), the following described Real Estate, situated in the County of St. Charles and State of Missouri, to-wit:


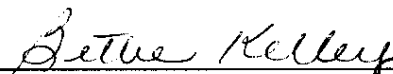
Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

**To Have and To Hold** the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2008 and thereafter, and special taxes becoming a lien after the date of this deed.

**In Witness Whereof**, the Grantor(s) has or have hereunto set their hand or hands the day and year first above written.

  
\_\_\_\_\_  
John Arthur Kelley  
  
\_\_\_\_\_  
Bettie Kelley



20080820000589520 2/3

Bk: DE5038 Pg: 330

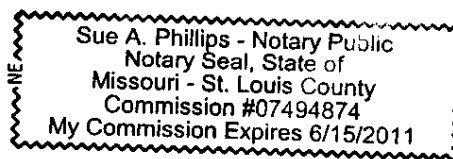
STATE OF Missouri }  
 } ss.  
County of St. Louis }

On August 14, 2008, before me personally appeared John Arthur Kelley and Bettie Kelley, incorrectly known as Betty Kelly, husband and wife to me known to be the persons(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

**In Testimony Whereof**, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

  
Sue A. Phillips Notary Public

My term expires: 6-15-11





20080820000589520 3/3

Bk:DE5038 Pg:331

## EXHIBIT 'A'

**A TRACT OF LAND BEING PART OF LOTS 5 AND 6 OF "FAIRACRES", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 36 OF THE ST. CHARLES COUNTY RECORDS, IN SECTION 25, TOWNSHIP 47 NORTH, RANGE 1 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHWEST CORNER OF LOT 7 OF SAID "FAIRACRES", THENCE ALONG THE WEST LINE OF SAID LOT 7, SOUTH 00° 43' 57" EAST 73.69 FEET TO A POINT IN THE NORTH RIGHT-OF-WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70 THE FOLLOWING COURSES AND DISTANCES, SOUTH 86° 53' 03" WEST 21.50 FEET TO A POINT; SOUTH 03° 06' 57" EAST 44.91 FEET TO A POST BEING 125.00 FEET PERPENDICULARLY DISTANT NORTH OF MISSOURI INTERSTATE HIGHWAY 70 CENTERLINE STATION 332+23.93; AND SOUTH 86° 56' 14" WEST 129.11 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 5 OF "FAIRACRES"; THENCE LEAVING THE SAID NORTH LINE OF MISSOURI INTERSTATE HIGHWAY 70 AND ALONG THE EAST LINE OF ELM STREET 35 FEET WIDE, NORTH 00° 43' 57" WEST 104.71 FEET TO THE SOUTH LINE OF FAIRACRES DRIVE, 50 FEET WIDE; THENCE ALONG SAID SOUTH LINE OF FAIRACRES DRIVE, ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 44° 16' 03" EAST 28.28 FEET AND WHOSE RADIUS POINT BEARS NORTH 89° 16' 03" EAST 20.00 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 31.42 FEET; AND NORTH 89° 16' 03" EAST 128.61 FEET TO THE POINT OF BEGINNING, CONTAINING 17,074 SQUARE FEET ACCORDING TO A SURVEY BY BAX ENGINEERING COMPANY, DURING FEBRUARY, 2007.**

3  
L-3  
S-1



20080820000589570 W D  
Bk: DE5038 Pg: 344  
08/20/2008 11:43:25 AM 1/3

**CERTIFIED-FILED FOR RECORD**  
**Barbara J. Hall**  
Recorder of Deeds  
St. Charles County, Missouri  
BY: JJAMES

ETC 71446 **General Warranty Deed (Individual)**

*This Deed*, made and entered into <sup>AS OF</sup> ~~on~~ August 14, 2008, by and between **Grantor(s)**: Peggy Orr, a single person whose address is 910 Blumhoff, Wentzville, MO 63385 of the County of St. Charles, State of MO and **Grantee(s)**: TRIAX Wentzville, LLC, a Missouri limited liability company of the County of St. Louis, State of MO. **Mailing Address of the Grantee(s)**: 1100 Conwyck Lane, St. Louis, MO 63131

**Witnesseth**, that the Grantor(s), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents **Grant, Bargain and Sell, Convey and Confirm** unto the Grantee(s), the following described Real Estate, situated in the County of St. Charles and State of Missouri, to-wit:

Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

**To Have and To Hold** the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2008 and thereafter, and special taxes becoming a lien after the date of this deed.

**In Witness Whereof**, the Grantor(s) has or have hereunto set their hand or hands the day and year first above written.

  
Peggy Orr





20080820000589570 2/3

Bk:DE5038 Pg:345

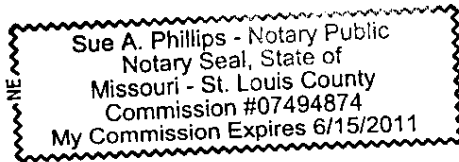
STATE OF Missouri }  
 } ss.  
County of St. Louis }

On August 1, 2008, before me personally appeared Peggy Orr, a single person to me known to be the persons(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

***In Testimony Whereof***, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

  
Sue A. Phillips Notary Public

My term expires: 6-15-11





20080820000589570 3/3

Bk:DE5038 Pg:346

## EXHIBIT 'A'

**A TRACT OF LAND BEING PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 47 NORTH, RANGE 1 EAST, ST. CHARLES COUNTY, MISSOURI, ALSO BEING PART OF BLOCK 10 OF LINN'S ADDITION TO THE CITY OF WENTZVILLE, AND BEING DESCRIBED AS FOLLOWS:**

**BEGINNING AT AN OLD IRON PIPE MARKING THE INTERSECTION OF THE SOUTH LINE OF SEVENTH STREET (NOW KNOWN AS WAGNER STREET) WITH THE WEST LINE OF LINN AVENUE IN THE CITY OF WENTZVILLE, MISSOURI; THENCE ALONG THE WEST LINE OF LINN AVENUE, SOUTH 11° 42' WEST, 87.08 FEET TO AN IRON ROD; THENCE DEPARTING FROM SAID WEST LINE, NORTH 80° 44' 10" WEST, 154.18 FEET TO AN IRON ROD ON THE EAST LINE OF PROPERTY DESCRIBED IN DEED RECORD BOOK 657, PAGE 1124 OF THE ST. CHARLES COUNTY RECORDER'S OFFICE; THENCE ALONG SAID EAST LINE, NORTH 08° 51' 20" EAST, (NORTH 07° 16' EAST, PER SURVEY BY RAPP AND NORTH 08° 05' EAST PER SURVEY BY RUFF) 68.63 FEET TO AN IRON ROD ON THE SOUTH LINE OF WAGNER STREET (FORMERLY 7TH STREET); THENCE ALONG SAID SOUTH LINE, NORTH 89° 40' EAST, 160.18 FEET TO THE POINT OF BEGINNING.**

**WHICH IS ALSO DESCRIBED AS LEGAL DESCRIPTION CONTAINED IN MEMORANDUM OF REAL ESTATE AGREEMENT, RECORDED IN BOOK 4641 PAGE 1976.**

3  
L-3  
S-1



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Bk: DE5038 Pg: 323  
08/20/2008 11:43:18 AM 1/3

CERTIFIED-FILED FOR RECORD  
Barbara J. Hall  
Recorder of Deeds  
St. Charles County, Missouri  
BY: JJAMES

ETC 71449 **General Warranty Deed (Individual)**

*AS OF*  
**This Deed**, made and entered into ~~on~~ August 14, 2008, by and between **Grantor(s)**: Jason J. Jordan and Karrie W. Jordan, husband and wife whose address is 203 Whitehead Lane, Wentzville, MO 63385 of the County of St. Charles, State of MO and **Grantee(s)**: TRIAX Wentzville, LLC, a Missouri limited liability company of the County of St. Louis, State of MO. **Mailing Address of the Grantee(s)**: 1100 Conwyck Lane, St. Louis, MO 63131

**Witnesseth**, that the Grantor(s), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents **Grant, Bargain and Sell, Convey and Confirm** unto the Grantee(s), the following described Real Estate, situated in the County of St. Charles and State of Missouri, to-wit:

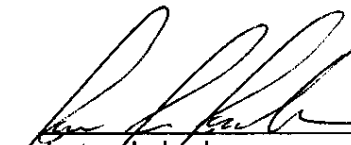
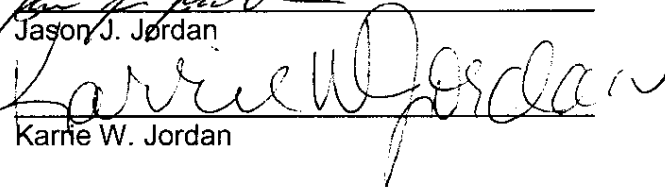
Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

**To Have and To Hold** the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2008 and thereafter, and special taxes becoming a lien after the date of this deed.

**In Witness Whereof**, the Grantor(s) has or have hereunto set their hand or hands the day and year first above written.

  
\_\_\_\_\_  
Jason J. Jordan  
  
\_\_\_\_\_  
Karrie W. Jordan



20080820000589500 2/3

Bk: DE5038 Pg: 324

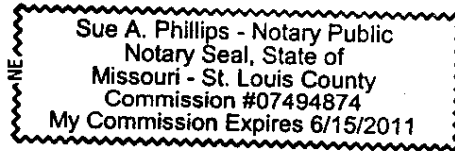
STATE OF Missouri }  
 } ss.  
County of St. Louis }

On August 11, 2008, before me personally appeared Jason J. Jordan and Karrie W. Jordan, husband and wife to me known to be the persons(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

***In Testimony Whereof***, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

  
Sue A. Phillips Notary Public

My term expires: 6-15-11





20080820000589500 3/3

**Bk:DE5038 Pg:325**

**EXHIBIT 'A'**

**LOT SIX (6) OF FAIR ACRES PLAT 2, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 20, PAGE 52, EXCEPTING THEREFROM, THE EASTERN 5 FEET OF SAID LOT 6 CONVEYED TO JAMES H. CROLLAY AND PAULE E. CROLLAY, HIS WIFE, BY DEED RECORDED IN BOOK 819, PAGE 1379 OF THE SAINT CHARLES COUNTY RECORDS.**



20080820000589610 W D  
Bk: DE5038 Pg: 357  
08/20/2008 11:43:29 AM 1/3

CERTIFIED-FILED FOR RECORD  
Barbara J. Hall  
Recorder of Deeds  
St. Charles County, Missouri  
BY: JJAMES

3  
L-3  
S-1

ETC 71448 **General Warranty Deed (Individual)**

**This Deed**, made and entered into as of August 14, 2008, by and between **Grantor(s)**: Robert D. Chambers and Kristine E. Chambers, husband and wife whose address is 201 Whitehead Ln., Wentzville, MO 63385 of the County of St. Charles, State of MO and **Grantee(s)**: TRIAX Wentzville, LLC, a Missouri limited liability company of the County of St. Louis, State of MO. **Mailing Address of the Grantee(s)**: 1100 Conwyck Lane, St. Louis, MO 63131

**Witnesseth**, that the Grantor(s), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents **Grant, Bargain and Sell, Convey and Confirm** unto the Grantee(s), the following described Real Estate, situated in the County of St. Charles and State of Missouri, to-wit:

Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

**To Have and To Hold** the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2008 and thereafter, and special taxes becoming a lien after the date of this deed.

**In Witness Whereof**, the Grantor(s) has or have hereunto set their hand or hands the day and year first above written.

Robert D. Chambers

Kristine E. Chambers



20080820000589610 2/3

Bk:DE5038 Pg:358

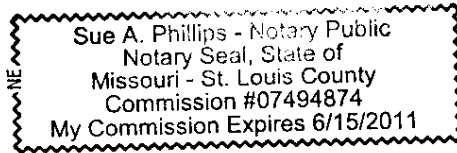
STATE OF Missouri }  
 } ss.  
County of St. Louis }

On August 12, 2008, before me personally appeared Robert D. Chambers and Kristine E. Chambers, husband and wife to me known to be the persons(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

***In Testimony Whereof***, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

  
Sue A. Phillips Notary Public

My term expires: 6-15-11





20080820000589610 3/3

**Bk:DE5038 Pg:359**

**EXHIBIT 'A'**

**LOT 5, OF "FAIRACRES PLAT 2", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 20  
PAGE(S) 52 OF THE SAINT CHARLES COUNTY RECORDS.**





20080820000589600 W D

Bk: DE5038 Pg: 354

08/20/2008 11:43:28 AM 1/3

CERTIFIED-FILED FOR RECORD

Barbara J. Hall

Recorder of Deeds

St. Charles County, Missouri

BY: JJAMES

3  
L-3  
S-2

ETL 71447 **General Warranty Deed (Individual)**

**This Deed**, made and entered into on August 13<sup>th</sup>, 2008, by and between **Grantor(s)**: Leslie T. Coe, widower of Wynell Coe, deceased, by Mark A. Coe, his Attorney-in-Fact according to Durable Power of Attorney dated June 28, 2008 and recorded simultaneously herewith whose address is 207 Whitehead Lane, Wentzville, MO 63385 of the County of St. Charles, State of MO and **Grantee(s)**: TRIAX Wentzville, LLC, a Missouri limited liability company of the County of St. Louis, State of MO. **Mailing Address of the Grantee(s)**: Two City Place, Suite 200, St. Louis, MO 63141

**Witnesseth**, that the Grantor(s), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents **Grant, Bargain and Sell, Convey and Confirm** unto the Grantee(s), the following described Real Estate, situated in the County of St. Charles and State of Missouri, to-wit:

Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

**To Have and To Hold** the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2008 and thereafter, and special taxes becoming a lien after the date of this deed.

**In Witness Whereof**, the Grantor(s) has or have hereunto set their hand or hands the day and year first above written.





**EXHIBIT 'A'**

**A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 47 NORTH, RANGE 2 EAST AND PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 47 NORTH, RANGE 1 EAST, ST. CHARLES COUNTY, MO., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE 70 AND THE SOUTHEAST CORNER OF LOT 7 OF FAIRACRES PLAT 2, AS RECORDED IN PLAT BOOK 20 PAGE 52 OF THE ST. CHARLES COUNTY RECORDS; THENCE ALONG THE EAST LINE OF SAID LOT 7, NORTH 10° 14' 01" WEST 277.13 FEET TO THE SOUTH LINE OF WHITEHEAD LANE, AS SHOWN ON THE PLAT OF SAID FAIRACRES PLAT 2; THENCE ALONG SAID SOUTH LINE, NORTH 79° 45' 59" EAST, 93.45 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE, SOUTH 44° 45' 02" EAST 263.12 FEET TO A POINT; THENCE SOUTH 24° 13' 27" WEST 55.35 FEET TO AN IRON PIPE ON THE NORTH RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY 70; THENCE ALONG SAID NORTH LINE THE FOLLOWING COURSES AND DISTANCES; SOUTH 82° 57' 39" WEST 135.44 FEET TO A RIGHT-OF-WAY MARKER, SOUTH 00° 59' 51" EAST 29.79 FEET TO A POINT AND SOUTH 85° 27' 45" WEST 72.04 FEET TO THE POINT OF BEGINNING.**

**EXCEPTING THEREFROM THAT PART CONVEYED TO THE STATE OF MISSOURI, ACTING BY AND THROUGH THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION BY DEED RECORDED IN BOOK 2304, PAGE 497.**



20080820000589510 W D  
Bk: DE5038 Pg: 326  
08/20/2008 11:43:19 AM 1/3

**CERTIFIED-FILED FOR RECORD**  
**Barbara J. Hall**  
Recorder of Deeds  
St. Charles County, Missouri  
BY: JJAMES

3  
L-3  
S-1

ETZ 71444 **General Warranty Deed (Individual)**

*AS OF*  
**This Deed**, made and entered into ~~on~~ August 14, 2008, by and between **Grantor(s)**: Barbara C. Schlichting and John D. Schlichting, wife and husband whose address is 18 Jackson Oaks Ct., Wentzville, MO 63385 of the County of St. Charles, State of MO and **Grantee(s)**: TRIAX Wentzville, LLC, a Missouri limited liability company of the County of St. Louis, State of MO. **Mailing Address of the Grantee(s)**: 1100 Conwyck Lane, St. Louis, MO 63131

**Witnesseth**, that the Grantor(s), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents **Grant, Bargain and Sell, Convey and Confirm** unto the Grantee(s), the following described Real Estate, situated in the County of St. Charles and State of Missouri, to-wit:

Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

**To Have and To Hold** the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2008 and thereafter, and special taxes becoming a lien after the date of this deed.

**In Witness Whereof**, the Grantor(s) has or have hereunto set their hand or hands the day and year first above written.

Barbara C. Schlichting  
Barbara C. Schlichting

John D. Schlichting  
John D. Schlichting

**RECORD AS IS**



20080820000589510 2/3

Bk: DE5038 Pg: 327

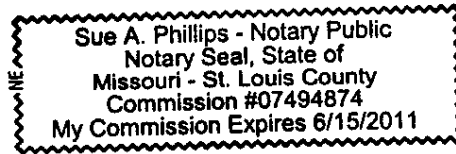
STATE OF Missouri }  
 } ss.  
County of St. Louis }

On August 11, 2008, before me personally appeared Barbara D. Schlichting and John D. Schlichting, wife and husband to me known to be the persons(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

***In Testimony Whereof***, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

  
Sue A. Phillips Notary Public

My term expires: 6-15-11





20080820000589510 3/3

**Bk:DE5038 Pg:328**

**EXHIBIT 'A'**

**LOT 7 AND THE EASTERN 5 FEET OF LOT 6 OF FAIR ACRES PLAT 2, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 20 PAGE(S) 52 OF THE SAINT CHARLES COUNTY RECORDS.**

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L-3  
S-1



20080820000589530 W D  
Bk: DE5038 Pg: 332  
08/20/2008 11:43:21 AM 1/3

CERTIFIED-FILED FOR RECORD  
Barbara J. Hall  
Recorder of Deeds  
St. Charles County, Missouri  
BY: JJAMES

ETC 7144 **General Warranty Deed (Individual)**

<sup>AS OF</sup>  
**This Deed**, made and entered into on August 14, 2008, by and between **Grantor(s)**: John W. Watson, Jr and Joanne Watson, husband and wife whose address is 808 South Linn Ave., Wentzville, MO of the County of St. Charles, State of MO and **Grantee(s)**: TRIAX Wentzville, LLC, a Missouri limited liability company of the County of St. Louis, State of MO. **Mailing Address of the Grantee(s)**: 1100 Conwyck Lane, St. Louis, MO 63131

**Witnesseth**, that the Grantor(s), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents **Grant, Bargain and Sell, Convey and Confirm** unto the Grantee(s), the following described Real Estate, situated in the County of St. Charles and State of Missouri, to-wit:

Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

**To Have and To Hold** the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2008 and thereafter, and special taxes becoming a lien after the date of this deed.

**In Witness Whereof**, the Grantor(s) has or have hereunto set their hand or hands the day and year first above written.

\_\_\_\_\_  
John W. Watson Jr.  
  
\_\_\_\_\_  
Joanne Watson



20080820000589530 2/3

Bk: DE5038 Pg: 333

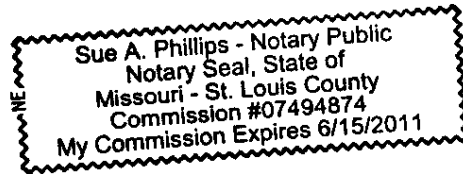
STATE OF Missouri }  
 } ss.  
County of St. Louis }

On August 14, 2008, before me personally appeared John W. Watson, Jr. and Joanne Watson, husband and wife to me known to be the persons(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

***In Testimony Whereof***, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

  
Sue A. Phillips Notary Public

My term expires: 6-15-11







20080820000589530 3/3

**Bk:DE5038 Pg:334**

## **EXHIBIT 'A'**

### **PARCEL NO 1:**

**LOTS 7 AND 8 IN BLOCK 2 OF KOENIG'S SOUTH SIDE ADDITION TO THE CITY OF WENTZVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 83 OF THE ST. CHARLES COUNTY RECORDS.**

### **PARCEL NO. 2:**

**A STRIP OF LAND 40 FEET WIDE ADJOINING AND LYING SOUTH OF LOT 8 IN BLOCK 2 OF KOENIG'S SOUTH SIDE ADDITION TO THE CITY OF WENTZVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 83 OF THE ST. CHARLES COUNTY RECORDS.**

**PROPERTY ADDRESS: 808 S. LINN AVE.**

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L-3  
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Bk: DE5038 Pg: 335  
08/20/2008 11:43:22 AM 1/3

**CERTIFIED-FILED FOR RECORD**  
**Barbara J. Hall**  
Recorder of Deeds  
St. Charles County, Missouri  
BY: JJAMES

---

ETC 71443      **General Warranty Deed (Individual)**

**This Deed**, made and entered into as of August 14, 2008, by and between **Grantor(s)**: Robert E. Bone and Helen L. Bone, husband and wife whose address is 114 Fair Acres Dr., Wentzville, MO 63385 of the County of St. Charles, State of MO and **Grantee(s)**: TRIAX Wentzville, LLC, a Missouri limited liability company of the County of St. Louis, State of MO. **Mailing Address of the Grantee(s)**: 1100 Conwyck Lane, St. Louis, MO 63131

**Witnesseth**, that the Grantor(s), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents **Grant, Bargain and Sell, Convey and Confirm** unto the Grantee(s), the following described Real Estate, situated in the County of St. Charles and State of Missouri, to-wit:


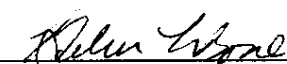
Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

**To Have and To Hold** the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2008 and thereafter, and special taxes becoming a lien after the date of this deed.

**In Witness Whereof**, the Grantor(s) has or have hereunto set their hand or hands the day and year first above written.

  
\_\_\_\_\_  
Robert E. Bone  
  
\_\_\_\_\_  
Helen L. Bone



20080820000589540 2/3

Bk:DE5038 Pg:336

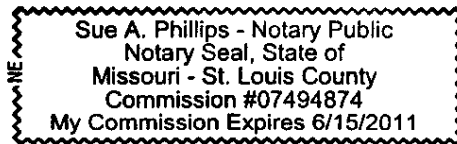
STATE OF Missouri }  
 } ss.  
County of St. Louis }

On August 13, 2008, before me personally appeared Robert E. Bone and Helen L. Bone, husband and wife to me known to be the persons(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

***In Testimony Whereof***, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

  
Sue A. Phillips Notary Public

My term expires: 6-15-11





20080820000589540 3/3

Bk:DE5038 Pg:337

## EXHIBIT 'A'

### PARCEL 1:

**LOT 7 OF FAIR ACRES, A SUBDIVISION IN ST. CHARLES COUNTY, MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE(S) 36 OF THE ST. CHARLES COUNTY RECORDS.**

### PARCEL 2:

**A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 47 NORTH, RANGE 1 EAST, ST. CHARLES COUNTY (CITY OF WENTZVILLE), MISSOURI, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHEAST CORNER OF LOT 7 OF "FAIRACRES", A SUBDIVISION RECORDED IN PLAT BOOK 7, PAGE 36 OF THE ST. CHARLES COUNTY RECORDS; THENCE NORTH 85° 27' 45" EAST, 25.01 FEET TO A POINT; THENCE SOUTH 2° 38' 28" EAST, 115.96 FEET; THENCE SOUTH 85° 27' 45" WEST TO THE SOUTHEAST CORNER OF LOT 7 OF "FAIRACRES"; THENCE NORTH 2° 38' 28" WEST ALONG THE EAST LINE OF LOT 7 OF "FAIRACRES" TO A POINT OF BEGINNING, BEING THAT TRACT OF LAND RESERVED TO GRANTOR, RECORDED IN BOOK 771, PAGE 483 OF THE ST. CHARLES COUNTY RECORDS.**

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L-3  
S-1



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Bk: DE5038 Pg: 338  
08/20/2008 11:43:23 AM 1/3

CERTIFIED-FILED FOR RECORD  
Barbara J. Hall  
Recorder of Deeds  
St. Charles County, Missouri  
BY: JJAMES

ETC 71451 **General Warranty Deed (Individual)**

*This Deed*, made and entered into <sup>AS OF</sup> on August 14, 2008, by and between **Grantor(s)**: Chris Scurlock and Anita Scurlock, husband and wife whose address is 209 Whitehead Lane, Wentzville, MO 63385 of the County of St. Charles, State of MO and **Grantee(s)**: TRIAX Wentzville, LLC, a Missouri limited liability company of the County of St. Louis, State of MO. **Mailing Address of the Grantee(s)**: 1100 Conwyck Lane, St. Louis, MO 63131

*Witnesseth*, that the Grantor(s), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents **Grant, Bargain and Sell, Convey and Confirm** unto the Grantee(s), the following described Real Estate, situated in the County of St. Charles and State of Missouri, to-wit:

Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

**To Have and To Hold** the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2008 and thereafter, and special taxes becoming a lien after the date of this deed.

**In Witness Whereof**, the Grantor(s) has or have hereunto set their hand or hands the day and year first above written.

Chris Scurlock

Anita June Scurlock




20080820000589550 2/3

Bk: DE5038 Pg: 339

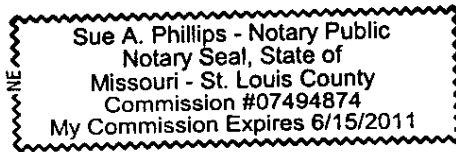
STATE OF Missouri }  
 } ss.  
County of St. Louis }

On August 12, 2008, before me personally appeared Chris Scurlock and Anita Scurlock, husband and wife to me known to be the persons(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

**In Testimony Whereof**, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

  
\_\_\_\_\_  
Sue A. Phillips Notary Public

My term expires: 6-15-11





20080820000589550 3/3

Bk:DE5038 Pg:340

## EXHIBIT 'A'

**A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 47 NORTH, RANGE 2 EAST, AND PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 47 NORTH, RANGE 1 EAST, ST. CHARLES COUNTY, MISSOURI, AND BEING DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 OF FAIRACRES PLAT 2 A SUBDIVISION RECORDED IN PLAT BOOK 20, PAGE 52 OF THE ST. CHARLES COUNTY RECORDER'S OFFICE; THENCE NORTH 79° 45' 59" EAST, 50.0 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE SOUTH 3° 14' 55" EAST 262.57 FEET TO A POINT; THENCE SOUTH 24° 13' 27" WEST, 169.91 FEET TO A POINT; THENCE NORTH 44° 45' 02" WEST, 263.12 FEET TO A POINT; THENCE NORTH 12° 18' 33" WEST, 50.04 FEET TO THE POINT OF BEGINNING.**

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L-3+4  
S-2



20080820000589490 W D  
Bk: DE5038 Pg: 319  
08/20/2008 11:43:17 AM 1/4

**CERTIFIED-FILED FOR RECORD**  
**Barbara J. Hall**  
Recorder of Deeds  
St. Charles County, Missouri  
BY: JJAMES

**Special Warranty Deed**  
(Limited Partnership)

ETC 71007

THIS INDENTURE, made on the 14<sup>th</sup> day of August, 2008, by and between T.J. PITMAN FARMS, L.P. (a/k/a T.J. Pitman Farms Limited Partnership), a limited partnership formed pursuant to the laws of the State of Missouri, of 63 Moorings Drive, Lake St. Louis, Missouri 63367, party of the first part, Grantor, and TRIAX WENTZVILE, L.L.C., a Missouri limited liability company, of Two City Place, Suite 200, St. Louis, Missouri 63141, party of the second part, Grantee.

WITNESSETH, THAT GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by GRANTEE (the receipt of which is hereby acknowledged) does by these presents, BARGAIN, SELL, CONVEY and CONFIRM unto GRANTEE, and its successors and assigns, the following described lots, tracts, or parcels of land lying, being, and situate in the County of St. Charles and State of Missouri, to wit:

Legal Description attached hereto as "Exhibit A" and incorporated herein as if more fully set out.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and (c) rights of the public in and to the parts thereof in streets, roads, or alleys.

TO HAVE AND TO HOLD the described premises, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the GRANTEE and unto its successors and assigns forever; the GRANTOR, hereby covenanting that:

1. the premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and
2. that it will warrant and defend the title to the premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.





20080820000589490 2/4

Bk:DE5038 Pg:320

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed the day and year above written.

GRANTOR:

T.J. PITMAN FARMS, L.P.  
a Missouri Limited Partnership

By Tarlton James Pitman  
Tarlton James Pitman, General Partner

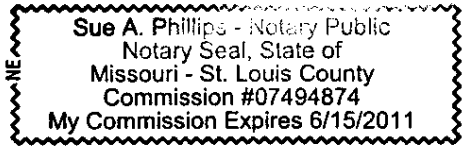
STATE OF MISSOURI     )  
  ) SS:  
COUNTY OF ST. LOUIS    )

On this 14 day of August, 2008, before me, SUE A. PHILLIPS, a Notary Public in and for said state, personally appeared Tarlton James Pitman, of T.J. Pitman Farms, L.P. a Limited Partnership, known to me to be the person who executed the within Special Warranty Deed on behalf of said limited partnership and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Sue A. Phillips  
Notary Public

My Commission Expires:





## Exhibit "A"

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 19, AND THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 47 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WENTZVILLE, ST. CHARLES COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF "FOLTZ SUBDIVISION", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 6 OF THE ST. CHARLES COUNTY RECORDS; THENCE NORTH 00 DEGREES 14 MINUTES 55 SECONDS WEST 606.02 FEET TO THE SOUTHWEST CORNER OF "PITMAN AND NIENHAUSERS ADDITION TO THE CITY OF WENTZVILLE", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 45 OF THE ST. CHARLES COUNTY RECORDS; THENCE ALONG THE SOUTH LINE OF SAID "PITMAN AND NIENHUESERS ADDITION TO THE CITY OF WENTZVILLE", NORTH 89 DEGREES 40 MINUTES 23 SECONDS EAST 1022.20 FEET TO A POINT IN THE WEST RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE 61 AS ESTABLISHED BY CAUSE NO. CV197-5520CC, AND RECORDED IN BOOK 2024 PAGE 106 OF THE ST. CHARLES COUNTY RECORDS; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE 61 AND THE NORTH RIGHT-OF-WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70 THE FOLLOWING COURSES AND DISTANCES, SOUTH 13 DEGREES 41 MINUTES 26 SECONDS EAST 339.30 FEET TO A POINT BEING 60.00 FEET PERPENDICULARLY DISTANT WEST OF RAMP 2 CENTERLINE STATION 6+00; SOUTH 19 DEGREES 35 MINUTES 00 SECONDS WEST 75.12 FEET TO A POINT BEING 100.00 FEET PERPENDICULARLY DISTANT WEST OF RAMP 2 CENTERLINE STATION 6+63.59; ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 07 DEGREES 19 MINUTES 54 SECONDS WEST 582.55 FEET AND WHOSE RADIUS POINT BEARS SOUTH 77 DEGREES 24 MINUTES 44 SECONDS WEST 854.93 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 594.45 FEET TO A POINT BEING 100.00 FEET PERPENDICULARLY DISTANT WEST OF RAMP 2 CENTERLINE STATION 13+27.57; SOUTH 28 DEGREES 45 MINUTES 57 SECONDS WEST 274.40 FEET TO A POINT BEING 95.00 FEET PERPENDICULARLY DISTANT WEST OF RAMP 1 CENTERLINE STATION 30+00; SOUTH 28 DEGREES 31 MINUTES 07 SECONDS WEST 233.63 FEET TO A POINT BEING 100.00 FEET PERPENDICULARLY DISTANT NORTHWEST OF "K" LINE, CENTERLINE STATION 355+00; SOUTH 51 DEGREES 21 MINUTES 26 SECONDS WEST 100.00 FEET; SOUTH 38 DEGREES 38 MINUTES 34 SECONDS EAST 20.00 FEET TO A POINT BEING 80.00 FEET PERPENDICULARLY DISTANT NORTHWEST OF "K" LINE, CENTERLINE STATION 354.00; SOUTH 51 DEGREES 21 MINUTES 26 SECONDS WEST 116.30 FEET; ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 61 DEGREES 17 MINUTES 08 SECONDS WEST 379.33 FEET AND WHOSE RADIUS POINT BEARS NORTH 36 DEGREES 46 MINUTES



29 SECONDS WEST 1352.69 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 380.59 FEET; SOUTH 70 DEGREES 18 MINUTES 49 SECONDS WEST 76.05 FEET TO A POINT BEING 165.00 FEET PERPENDICULARLY DISTANT NORTH OF MISSOURI INTERSTATE HIGHWAY 70 CENTERLINE STATION 347+00; SOUTH 86 DEGREES 56 MINUTES 14 SECONDS WEST 374.00 FEET TO A POINT BEING 165.00 FEET PERPENDICULARLY DISTANT NORTH MISSOURI INTERSTATE HIGHWAY 70 CENTERLINE STATION 344+00; SOUTH 81 DEGREES 13 MINUTES 36 SECONDS WEST 402.00 FEET TO A POINT BEING 125.00 FEET PERPENDICULARLY DISTANT NORTH OF MISSOURI INTERSTATE HIGHWAY 70 CENTERLINE STATION 340+00; NORTH 53 DEGREES 37 MINUTES 40 SECONDS WEST 138.54 FEET TO A POINT BEING 213.00 FEET PERPENDICULARLY DISTANT NORTH OF MISSOURI INTERSTATE HIGHWAY 70 CENTERLINE STATION 338+93; AND SOUTH 70 DEGREES 59 MINUTES 31 SECONDS WEST 2.25 FEET TO A POINT IN THE EAST LINE OF PROPERTY CONVEYED TO CHRIS AND ANITA SCURLOCK BY DEED RECORDED IN BOOK 3450, PAGE 1396 OF SAID RECORDS; THENCE ALONG THE SAID EAST LINE OF THE SCURLOCK PROPERTY AND THE EAST LINE OF PROPERTY CONVEYED TO DUSTIN K. KAHNKE BY DEED RECORDED IN BOOK 3796, PAGE 1754 OF SAID RECORDS, THE FOLLOWING COURSES AND DISTANCES, NORTH 26 DEGREES 03 MINUTES 09 SECONDS EAST 163.51 FEET; NORTH 01 DEGREES 02 MINUTES 08 SECONDS WEST 127.24 FEET; NORTH 21 DEGREES 28 MINUTES 38 SECONDS WEST 311.70 FEET; AND NORTH 31 DEGREES 08 MINUTES 36 SECONDS WEST 10.83 FEET TO THE SOUTH LINE OF LOT 11 OF "GREEN GABLES PLAT TWO", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 39, PAGES 314-315 OF SAID RECORDS; THENCE ALONG THE SAID SOUTH AND EAST LINES OF LOT 11 OF "GREEN GABLES, PLAT TWO", SOUTH 86 DEGREES 56 MINUTES 53 SECONDS EAST 235.89 FEET; AND NORTH 00 DEGREES 19 MINUTES 33 SECONDS EAST 636.39 FEET TO A POINT IN THE SOUTH LINE OF "LEWIS ADDITION TO WENTZVILLE", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 12 OF SAID RECORDS; THENCE ALONG THE SAID SOUTH LINE OF "LEWIS ADDITION TO WENTZVILLE" AND THE SOUTH LINE OF THE AFORESAID "FOLTZ SUBDIVISION", SOUTH 86 DEGREES 56 MINUTES 53 SECONDS EAST 500.18 FEET TO THE POINT OF BEGINNING CONTAINING 53.633 ACRES.

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S-1



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Bk: DE5038 Pg: 341  
08/20/2008 11:43:24 AM 1/3

CERTIFIED-FILED FOR RECORD  
Barbara J. Hall  
Recorder of Deeds  
St. Charles County, Missouri  
BY: JJAMES

ETC 71450

**General Warranty Deed (Individual)**

*This Deed*, made and entered into <sup>As of</sup> on August 14, 2008, by and between **Grantor(s)**: Stephen W. Jose, a single person whose address is 807 South Linn Ave., Wentzville, MO 63385 of the County of St. Charles, State of MO and **Grantee(s)**: TRIAX Wentzville, LLC, a Missouri limited liability company of the County of St. Louis, State of MO. **Mailing Address of the Grantee(s)**: 1100 Conwyck Lane, St. Louis, MO 63131

*Witnesseth*, that the Grantor(s), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents **Grant, Bargain and Sell, Convey and Confirm** unto the Grantee(s), the following described Real Estate, situated in the County of St. Charles and State of Missouri, to-wit:

Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

**To Have and To Hold** the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2008 and thereafter, and special taxes becoming a lien after the date of this deed.

**In Witness Whereof**, the Grantor(s) has or have hereunto set their hand or hands the day and year first above written.

Stephen W. Jose  
Stephen W. Jose



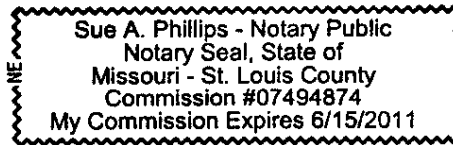
STATE OF Missouri }  
 } ss.  
County of St. Louis }

On August \_\_, 2008, before me personally appeared Stephen W. Jose, a single person to me known to be the persons(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

***In Testimony Whereof***, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

  
\_\_\_\_\_  
Sue A. Phillips Notary Public

My term expires: 6-15-11





20080820000589560 3/3

Bk:DE5038 Pg:343

## EXHIBIT 'A'

**A TRACT OF LAND BEING PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 47 NORTH, RANGE 1 EAST, ST. CHARLES COUNTY, MISSOURI; ALSO BEING PART OF BLOCK 10 OF LINN'S ADDITION TO THE CITY OF WENTZVILLE AND BEING DESCRIBED AS FOLLOWS:**

**BEGINNING AT AN OLD IRON PIPE MARKING THE INTERSECTION OF THE SOUTH LINE OF SEVENTH STREET (NOW KNOWN AS WAGNER STREET) WITH THE WEST LINE OF LINN AVENUE; THENCE ALONG THE WEST LINE OF SAID LINN AVENUE, SOUTH 11° 42' WEST 87.08 FEET TO AN IRON ROD, BEING THE SOUTHEAST CORNER OF PROPERTY CONVEYED TO PEGGY ORR BY DEED RECORDED IN BOOK 1046, PAGE 340 AND BEING THE TRUE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE ALONG THE WEST LINE OF SAID LINN AVENUE, SOUTH 11° 42' WEST 80.00 FEET TO THE NORTH LINE OF PROPERTY CONVEYED TO FRED EISENBATH BY DEED RECORDED IN BOOK 220, PAGE 622; THENCE ALONG THE NORTH LINE OF SAID EISENBATH PROPERTY, NORTH 78° 17' 10" WEST, 150.31 FEET TO THE EAST LINE OF PROPERTY CONVEYED TO WILLIAM R. DUMMIT BY DEED RECORDED IN BOOK 657, PAGE 1124; THENCE ALONG THE EAST LINE OF SAID DUMMIT PROPERTY, NORTH 08° 51' 20" EAST (NORTH 07° 16' EAST, PER SURVEY BY RAPP AND NORTH 80° 44' 10" EAST, 154.18 FEET TO THE POINT OF BEGINNING.**

2023R-043102

10/18/2023 02:15:39 PM

\$ 55.00

PAGES: 5

CERTIFIED-FILED FOR RECORD

MARY E. DEMPSEY

RECORDER OF DEEDS

ST. CHARLES COUNTY, MISSOURI

BY: KJETER

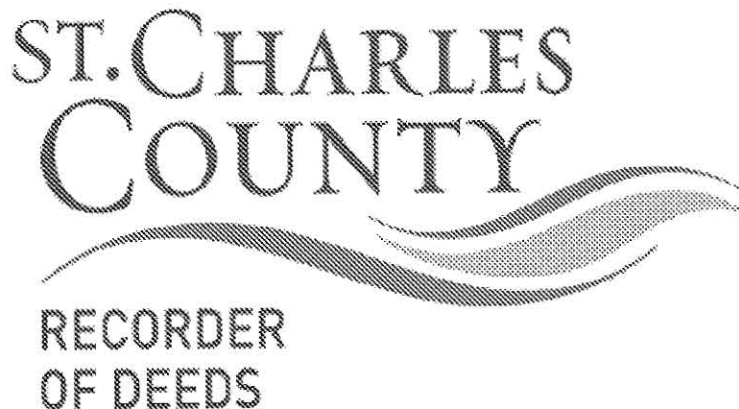
\*ELECTRONICALLY RECORDED\*

PAPER SIZE

**Recorder of Deeds Certificate  
St. Charles County Missouri**

**NON-STANDARD DOCUMENT**

This document has been recorded and you have been charged a \$25.00 non-standard fee to RSMo 59.310.4. This is the first page of your document - DO NOT REMOVE.



Mary E. Dempsey  
Recorder of Deeds  
201 North Second Street, Suite 338  
St. Charles, MO 63301

successors and assigns of such party forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2023 and thereafter and special taxes becoming a lien after the date of this Deed and the permitted exceptions identified in Exhibit B attached hereto.

*[Remainder of page left intentionally blank; signature on succeeding page]*

**Prepared By:**

Keith Price, Esq.  
Sandberg Phoenix & von Gontard, PC  
600 Washington Ave., 15<sup>th</sup> Floor  
St. Louis, MO 63101

**Mail Recorded Deed To:**

Mercy Health  
645 Maryville Centre Drive, Suite 100  
St. Louis, MO 63141  
ATTN: Real Estate

**Mail Tax Bills To Grantee's Address**

**GENERAL WARRANTY DEED**

**This Deed** is made and entered into on this 11 day of OCTOBER, 2023, by and between LINDENWOOD UNIVERSITY, LLC, a Missouri limited liability company, 209 S. Kingshighway St., St. Charles, MO 63301, Attn: John R. Porter, President ("**Grantor**"), and TRIAX WENTZVILLE, LLC, c/o Mercy Health, 645 Maryville Centre Drive, Suite 100, St. Louis, MO 63141, Attention: Real Estate ("**Grantee**").

**WITNESSETH**, that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents **GRANT, BARGAIN, SELL AND CONVEY** unto the said Grantee the real estate situated in the County of St. Charles and State of Missouri, described on Exhibit A attached hereto.

**TO HAVE AND TO HOLD** the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to the successors and assigns of such party forever.

The said Grantor hereby covenants that said party and its successors and assigns shall and will **WARRANT AND DEFEND** the title to the premises unto the said Grantee, and to the successors and assigns of such party forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2023 and thereafter and special taxes becoming a lien after the date of this Deed and the permitted exceptions identified in Exhibit B attached hereto.

*[Remainder of page left intentionally blank; signature on succeeding page]*



IN WITNESS WHEREOF, an authorized officer of Grantor has executed this instrument as of the day and year first above written.

**GRANTOR:**

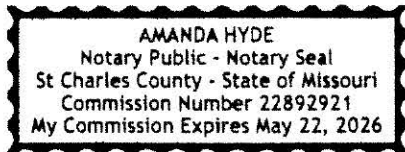
**LINDENWOOD UNIVERSITY, LLC**

By: *John R. Porter*  
Name: John R. Porter  
Title: President

STATE OF MISSOURI     )  
                          saint     ) ss  
COUNTY OF charles     )

On this the 11 day of October, 2023, before me personally appeared John R. Porter, to me personally known, who, being by me duly sworn, did say that he/she is the President of LINDENWOOD UNIVERSITY, LLC, and that said instrument was signed on behalf of said company, and acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



*Amanda Hyde*  
Notary Public

## **EXHIBIT A**

### **Legal Description**

New Lot of Boundary Adjustment Plat of Lots 1, 2 and 3 of Block 3 and a Part of 20 Foot Wide Alley of Pitman and Nienhueser's Addition to the City of Wentzville, Mo., according to the plat thereof recorded in Plat Book 37 page 69 of the St. Charles County, Missouri, Records.

## **EXHIBIT B**

### **Permitted Exceptions**

1. Building lines, easements, covenants, restrictions, and set backs which are shown on the plat recorded in Plat Book 4 page 45 and Plat Book 37 page 69.
2. Easement or right to construct, re-construct and maintain a sewer line according to the instrument recorded in Book 226 page 246.
3. Tree Trimming Permit granted Missouri Edison Company according to the instrument recorded in Book 578 page 414.
4. Relinquishment of abutters' rights of direct access between highway and adjacent property by the instrument recorded in Book 2032 page 932.
5. Terms and provisions of Ordinance # 1650 as evidenced by Book 2418 page 332.

**2024R-011663**  
**03/28/2024 03:11:27 PM**  
**\$ 30.00**  
**PAGES: 4**  
**CERTIFIED-FILED FOR RECORD**  
**MARY E. DEMPSEY**  
**RECORDER OF DEEDS**  
**ST. CHARLES COUNTY, MISSOURI**  
**BY: JSTUTSMAN**  
**\*ELECTRONICALLY RECORDED\***

**GENERAL WARRANTY DEED**

**This Deed** is made and entered into on this 27 day of March, 2024, by and between WENTZVILLE HOSPITALITY LLC, a Missouri limited liability company, 14755 Thornhill Terrace Dr., Chesterfield, MO 63017, Attn: Roshan Patel ("**Grantor**"), and TEA PROPERTIES MISSOURI, LLC, a Missouri limited liability company, c/o Sandberg Phoenix & von Gontard, PC, 600 Washington Ave., 15th Floor, St. Louis, MO 63101, Attention: Keith Price ("**Grantee**").

**WITNESSETH**, that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents **GRANT, BARGAIN, SELL AND CONVEY** unto the said Grantee the real estate situated in the County of St. Charles and State of Missouri, described on Exhibit A attached hereto.

**TO HAVE AND TO HOLD** the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to the successors and assigns of such party forever.

The said Grantor hereby covenants that said party and its successors and assigns shall and will **WARRANT AND DEFEND** the title to the premises unto the said Grantee, and to the successors and assigns of such party forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2024 and thereafter and special taxes becoming a lien after the date of this Deed and the permitted exceptions identified in Exhibit B attached hereto.

*[Remainder of page left intentionally blank; signature on succeeding page]*

IN WITNESS WHEREOF, an authorized officer of Grantor has executed this instrument as of the day and year first above written.

**GRANTOR:**

**WENTZVILLE HOSPITALITY LLC,**  
a Missouri limited liability company

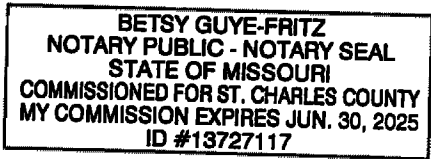
By: [Signature]  
Name: Roshan H. Patel  
Title: Manager

STATE OF MISSOURI        )  
  ) ss  
COUNTY OF St. Louis

On this the 27 day of March, 2024, before me personally appeared Roshan H. Patel, to me personally known, who, being by me duly sworn, did say that he/she is the Manager of WENTZVILLE HOSPITALITY LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said company, and acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]  
Notary Public



## **EXHIBIT A**

### **Legal Description**

A TRACT OF LAND BEING PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 47 NORTH, RANGE 1 EAST, IN THE CITY OF WENTZVILLE, COUNTY OF ST. CHARLES, BOUNDED ON THE NORTH BY SEVENTH STREET, EAST BY LINN STREET, AND TRACT CONVEYED TO FRED S. EISENBATH AND WIFE BY BOOK 194, PAGE 336 AND CORRECTED BY BOOK 220, PAGE 622 OF THE ST. CHARLES COUNTY RECORDS, ON THE SOUTH BY SAID EISENBATH TRACT AND THE NORTH RIGHT OF WAY LINE OF HIGHWAY 1-70, ON THE WEST BY SAID HIGHWAY RIGHT-OF-WAY AND STATE HIGHWAY 2 OR CHURCH STREET.

EXCEPT THE FOLLOWING DESCRIBED TRACT, BEGINNING AT AN IRON PIPE SET AT THE SOUTHWEST CORNER OF SOUTH LINN AVENUE AND WEST SEVENTH STREET IN THE CITY OF WENTZVILLE, MISSOURI, THENCE NORTH 89 DEGREES 40 MINUTES WEST 160.2 FEET TO AN IRON PIPE SET ON THE SOUTHERN LINE OF SEVENTH STREET; THENCE SOUTH 7 DEGREES 16 MINUTES WEST 135.1 FEET TO A PIPE; THENCE SOUTH 78 DEGREES 18 MINUTES EAST 150.00 FEET TO A PIPE SET ON THE WESTERN LINE OF LINN AVENUE, THENCE ALONG THE WESTERN LINE OF LINN AVENUE NORTH 11 DEGREES 42 MINUTES EAST 167.00 FEET TO THE POINT OF BEGINNING, AND BEING AS DESCRIBED BY A SURVEY OF EDGAR RAPP, JR. DATED SEPTEMBER 12, 1944.

LESS AND EXCEPTING THEREFROM THAT PART, IF ANY, CONVEYED TO THE STATE OF MISSOURI, ACCORDING TO INSTRUMENTS RECORDED IN BOOK 221, PAGE 126 AND BOOK 384, PAGE 518.

## **EXHIBIT B**

### **Permitted Exceptions**

1. Relinquishment of abutter's rights of direct access to State Highway 40 according to instrument recorded in Book 221, Page 126.
2. Limitations of abutter's rights of direct access to U.S. Highway 40/Interstate Route 70 according to instrument recorded in Book 384, Page 518.
3. Terms and provisions of Ordinance 4234 of the City of Wentzville, Missouri, a certified copy of which is recorded as Document No. 2021R-096838.

If you do not understand it, consult your attorney. The text of this form may not be altered in any manner without written acknowledgement of all parties.

Approved by Counsel for St. Louis REALTORS® and by the Bar Association of Metropolitan St. Louis. To be used exclusively by REALTOR® members of St. Louis REALTORS®, those issued a use license by St. Louis REALTORS®, and members of the Bar Association of Metropolitan St. Louis.

44431458

Form # 2090

07/23

RESIDENTIAL SALE CONTRACT

DATE: 26/02/2024

1. PARTIES AND PROPERTY.

Tea Properties Missouri, LLC, a Missouri limited liability company, Buyer(s), agrees to purchase from the undersigned Seller, the following real property in the municipality of (if incorporated) Wentzville, County of St. Charles, Missouri (legal description on Seller's title to govern) being all the real property Seller owns at said address: 813 South Linn Avenue, Wentzville, Missouri 63385.

2. INCLUSIONS AND EXCLUSIONS.

Note: This contract, not the Seller's Disclosure Statement, the MLS or other promotional material, provides for what is to be included in this sale. To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question or unclear as to being considered a "fixture" such as electronic equipment. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

Access to Property

All Keys & Remote Entry Controls
Electric Garage Door Openers & Controls

Exterior

Exterior Lighting, Landscaping & Mailbox
Invisible Pet Fence Systems & Collars

System & Utilities

Built-in Heating, Ventilating & Cooling Systems
Security & Alarm Systems
Radiator Shields
Built-in Plumbing Systems & Fixtures
Water Softeners & Sump Pump
All Window Air Conditioning Units
Central Vacuum System & Attachments

Kitchen/Cooking Related

Dishwashers & Trash Compactors
Ovens/Ranges/Stoves and Attachments

Built-in Microwave Ovens

Attached Gas Fired Barbecue Grills

Electrical, Lighting & TV Related

All Lighting Fixtures & Ceiling Fans

Attached TV Antennas

Attached TV Mounts only

Flush Mounted Speakers

Fire/Fireplace Related

Artificial Fireplace Logs

Attached Fireplace Equipment & Doors

Flooring Related

Attached Floor Coverings

Window/Wall Related

Curtain /Drapery Hardware only

Blinds, Shades, Shutters & Awnings

Attached Mirrors & All Bathroom Mirrors

Attached Shelving/Closet Organizers

Screens & Storm Windows

Miscellaneous

All Articles Now Provided For Tenant Use

Remotes for All Included Items

In addition, the following items are included: Detached garage

The following items are excluded:

3. PURCHASE PRICE.

\$ 375,000.00 is the total purchase price to be paid as follows:

\$ 10,000.00 earnest money (\$0 if none stated) (check one) [ ] received for delivery to OR [X] to be delivered to St. Louis Title, LLC, at 7701 Forsyth Blvd. Ste. 200, St. Louis, MO escrow agent within 10 business days (3 days if none stated) after "Acceptance Deadline" date. Selling broker to be escrow agent if none specified above.

\$ additional earnest money (\$0 if none stated) to be delivered to escrow agent within days after the "Acceptance Deadline" date (15 days if none stated) or

The balance, including any adjustments set forth in this contract, less any amount of Seller financing or of Seller's loan being assumed as stipulated in this contract, if applicable, is to be paid at Closing by cashier's check, wire transfer or any form acceptable to Closing agent.

TPM BUYER BUYER

Initials BUYER and SELLER acknowledge they have read this page

SELLER SELLER



43 **4. METHOD OF FINANCING.**

44 **Note: If Buyer's lender or Closing agent cannot fulfill their obligations under the Dodd-Frank Wall Street Reform and**  
45 **Consumer Protection Act and the regulations promulgated by the Consumer Financial Protection Bureau, it may be**  
46 **necessary for the Buyer to request Seller to agree to an extension of the Closing Date.**

47  **Not Contingent Upon Financing.** This contract is not contingent upon financing; however, Buyer reserves the right to finance  
48 any portion of the purchase price.

49  **Contingent Upon Financing.** Buyer agrees to do all things necessary, including, but not limited to the execution of a loan  
50 application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to  
51 otherwise cooperate fully in order to obtain the financing described below. If Buyer does not deliver written notice, provided  
52 by Buyer's lender, to Seller or listing broker, of Buyer's inability to obtain a loan approval on the terms described below on or  
53 before \_\_\_\_\_ (or 30 days after the "Acceptance Deadline" date if none stated) (the Loan  
54 Contingency Date) then this condition shall be deemed waived and Buyer's performance under this contract shall thereafter  
55 not be conditioned upon Buyer's obtaining financing. If lender will not give Buyer such written notice then Buyer may directly  
56 notify Seller or listing broker (on or before the Loan Contingency Date) by providing a notarized affidavit that Buyer has  
57 complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such written notice from  
58 lender. If Buyer has complied with the terms of this paragraph and has provided timely written notice to Seller or listing broker  
59 of Buyer's inability to obtain the loan approval, then this contract shall be terminated with earnest money to be returned to  
60 Buyer, subject to paragraph 12.

61 **Note: If Loan Contingency Date passes without written notice as outlined above, Buyer remains obligated under this**  
62 **contract. Therefore, Buyer should be certain that he will have the funds to close. If Buyer's performance under this**  
63 **contract is to be independently conditioned upon the property appraising at a specified value, then Buyer should**  
64 **complete and attach to this contract an appropriate appraisal rider.**

65 Loan amount: \_\_\_\_\_ % of the purchase price **OR** \$ \_\_\_\_\_.

66 Initial interest rate not to exceed: \_\_\_\_\_ %. Amortization term: \_\_\_\_\_ years.

67 Other terms (none if blank): \_\_\_\_\_

68 LOAN TYPE: (Check applicable)  Conventional  FHA  VA  Other: \_\_\_\_\_

69 RATE TYPE: (Check applicable)  Fixed Rate  Adjustable Rate  Other: \_\_\_\_\_

70  Seller agrees to pay, at Closing, a cost not to exceed \_\_\_\_\_ % of purchase price **OR** \$ \_\_\_\_\_  
71 (\$0 if none stated) towards Buyer's closing costs, prepaids, points and other fees allowed by lender.

72 **5. CLOSING AND POSSESSION.**

73 **Note: All parties are encouraged to use the same title company to reduce risk. If Seller does not close at the same title**  
74 **company as Buyer, or Seller's choice of title company does not have a common underwriter with Buyer's title company,**  
75 **then Seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds are**  
76 **not protected by the title insurance underwriter.**

77 The "Closing" is the exchange of the Seller's deed for the total purchase price. Seller shall be deemed to have received funds when  
78 funds are received by Seller or Seller's title company. The Closing of this sale shall take place on

79 July 1, 2024 or any other date that both parties agree in writing. Buyer will close at  
80 St. Louis Title, LLC, the title company which provides title insurance. Regardless of who closes

81 for Buyer, Seller may close at the title company of Seller's choice. Title will pass when the sale is closed. Seller to deliver  
82 possession of the property and keys to Buyer no later than (check one only):  Closing **OR**  \_\_\_\_\_ m (time) of

83 \_\_\_\_\_ (date) **but in no event prior to Closing as defined above. All parties agree to sign Closing documents**  
84 **at a time that facilitates this possession. Note: If possession is to be delivered on a day other than Closing, as defined above,**

85 **parties should complete the appropriate rider.** Deed as directed by Buyer. ~~Except for tenants lawfully in possession,~~ Seller  
86 warrants that the property will be vacant and free of personal property (except as otherwise provided herein) and debris, at time of

87 possession and delivered to Buyer in its same condition (together with any improvements or repairs required by this contract),  
88 ordinary wear and tear excepted, as it was on the date of this contract. Buyers should change locks and codes following possession.

89 Buyer and Seller authorize title company and/or Closing agent to release to broker(s) signed copies of the Closing statements.  
90 **Note: Parties are cautioned to always call to confirm instructions before sending any funds via wire transfer.**

91 **6. RIDERS.** The following riders or supplements are attached hereto and incorporated herein as a part of this contract.

- 92  Appraisal Rider (Form #2046)
- 93  Back-Up Contract (Form #2120)
- 94  Contingency for Sale and Closing of Buyer's Property (Form #2092)
- 95  Contingency for Closing of Buyer's Property (Form #2092a)
- 96  Condominiums, Villas or Similar Lifestyle Communities (Form #2059)
- 97  FHA Loan Provision Rider (Form #2135fha)
- 98  Other: \_\_\_\_\_
- Possession by Buyer Prior to Closing (Form #2094)
- Possession by Seller After Closing (Form #2095)
- Rental Property Rider (Form #2096)
- Residential Lease (Form #2118)
- Review of Indentures/Restrictive Covenants (Form #2143)
- VA Loan Provision Rider (Form #2135va)
- Other: \_\_\_\_\_

TPM / <sup>ns</sup> PW Initials BUYER and SELLER acknowledge they have read this page  
BUYER BUYER SELLER SELLER

7. FRANCHISE DISCLOSURE.

Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

8. TITLE AND SURVEY.

Seller shall transfer title to Buyer by general warranty deed (or fiduciary deed, where applicable), subject to the following: a) zoning regulations; b) leases and occupancy of tenants existing on the date contract is executed by Buyer and disclosed to Buyer in writing before execution of contract by Buyer; c) general taxes payable in the current year and thereafter; d) any lien or encumbrance created by or assumed by Buyer in writing or any easement accepted by Buyer in writing; e) subdivision, use and other restrictions, rights of way and utility easements, all of record, which do not adversely affect the use of the property as it exists for residential purposes at the time of the contract.

Check applicable box (whether "Seller to Order, Provide and Purchase Title" or "Buyer to Order, Provide and Purchase Title").

Seller to Order, Provide and Purchase Title. Note: Any Seller paid title costs set forth below are in addition to any Seller paid costs in Paragraph 4.

Not later than \_\_\_\_\_ days (5 days if none stated) after the "Acceptance Deadline" date, Seller will order a commitment for title insurance to be provided to the Buyer for both an Owner's policy of title insurance and for a lender's policy of title insurance (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected in paragraph 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the selling and listing broker. Seller shall pay for the title insurance (including title premium and title service charges), at Closing, at a cost not to exceed \$ \_\_\_\_\_. Buyer to pay title cost exceeding this amount.

Buyer to Order, Provide and Purchase Title.

Buyer may, at Buyer's option and expense, order a title examination and commitment to issue an Owner's and/or lender's policy of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in paragraph 5.

Note: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review documents, and, if necessary, object to defects that may be discovered.

Buyer may, at Buyer's option and expense, order a Boundary Survey and Improvement Location ("stake survey") or a Surveyor's Real Property Report (SRPR) of the property to determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other matters that would be disclosed on a survey.

Note: A "stake survey" is generally required in order to obtain full survey coverage in an Owner's policy of title insurance. A SRPR may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or acreage discrepancies.

If any defects are discovered as a result of the title examination, title commitment, or the survey, and if Buyer chooses to act on this contingency, Buyer shall within 45 \_\_\_\_\_ days (25 days if none stated) after the "Acceptance Deadline" date, furnish a copy of the document evidencing the defect to Seller or listing broker stating, in writing, any title or survey defects that are 1) unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential purposes at the time of the contract. Failure by Seller or listing broker to receive such objections to title or survey within such time will constitute a waiver by Buyer of any objections to the title so long as Buyer is able to obtain at Closing, an Owner's title insurance policy in the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey defects, Seller has five (5) days from receipt of Buyer's notice of objection by Seller or listing broker, to agree in writing to correct the defects prior to Closing at Seller's expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2) additional days, agrees in writing to accept the title and survey "as is". If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned, subject to paragraph 12 and Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of the contract acceptance and Closing.

Note: Easements, subdivision indentures, and government regulations may affect Buyer's intended use of the property. Construction of improvements (for example: a room addition, fence or swimming pool), non-residential use of the property (for example: use of a room for a business), or the right to keep certain vehicles or animals on the property, all may be affected. Buyer is advised to review all easements, government regulations, and subdivision indentures before making an offer to purchase the property if he plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys, indentures, or other matters affecting title or use of the property, Buyer should consult an attorney.

9. ADJUSTMENTS AND CLOSING COSTS.

Adjustments, charges, and Closing costs are agreed to be paid by the parties (subject to Rider #2135fha or #2135va and current FHA and VA regulations) as follows:

Buyer shall pay for (where applicable):

- hazard insurance premium(s) and flood insurance premium, if required by lender;
- survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter fees) customarily paid by Buyer, subject to paragraph 8;
- any charges imposed by lender (for example: appraisal and credit report fees, loan discount points, loan origination fees, funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;

TPM / [PW] Initials BUYER and SELLER acknowledge they have read this page [Signature] / [Signature]  
BUYER BUYER SELLER SELLER

- building, termite, and environmental inspections;
- the fair market value of any heating oil or propane gas in tank(s) on the property at Closing, based on supplier’s current charges;
- real estate compensation to broker per separate written agreement;
- municipal occupancy permit; and
- agreed upon repairs.

**Seller shall pay for (where applicable):**

- existing loans on property (if not assumed by Buyer);
- any expenses of Buyer’s loan agreed to in paragraph 4;
- title company charges (for example: Closing, release, escrow, wire and closing protection letter fees) customarily paid by Seller, subject to paragraph 8;
- municipal, Conservation District and fire district inspection fees;
- special taxes and special assessments levied before Closing;
- real estate compensation to broker per separate written agreement; Seller authorizes selling portion of commission to be paid directly to selling broker; and
- agreed upon repairs.

**Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the date of Closing (Seller to pay for last day):**

- current rents whether collected or not by Seller (Seller to receive rent for day of Closing); rents which are delinquent over thirty (30) days to be collected by Seller and not adjusted;
- general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- district improvement assessments for current year; Buyer to pay thereafter;
- subdivision upkeep assessments and monthly condominium fee;
- interest (when Buyer assumes existing loan); and
- flat rate utility charges (including water, sewer, and trash).

**10. INSPECTIONS, DISCLAIMERS, AND WARRANTIES.**

Within 45 days (10 days if none stated) after the “Acceptance Deadline” date (the “Inspection Period”), Buyer may purchase one or more written home inspection report(s) from any independent qualified inspector(s) of the property and improvements as deemed necessary by Buyer, including, but not limited to, environmental hazards; termite and wood-destroying insect infestation and damage; plumbing, including water, well, sewer, septic and waste-water treatment systems; roof and other structural improvements; heating and air conditioning systems and equipment; electrical systems and equipment; swimming pools and equipment; chimneys, flues and gas lines/fuel runs; basement leaks and exterior drainage; and mechanical equipment, including appliances. **Discovery of an unsafe condition(s) may result in immediate shut off of one or more appliances or utilities.** Buyer’s Inspection Period will end upon the delivery of the Inspection Notice described below or the time period stated above, whichever occurs first. Failure by Buyer to purchase and perform an inspection within the time period stated above shall constitute a waiver and acceptance of any conditions an inspection would have disclosed. **Buyer should contact law enforcement officials for information pertaining to whether registered sex offenders or other convicted criminals reside in the area.**

**Within the Inspection Period, Buyer shall furnish a written Inspection Notice to Seller or listing broker stating one of the following:**

- (1) Buyer is satisfied with the inspections. Delivery of inspection reports to Seller or listing broker is not required. If Seller or listing broker has not received the written Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of any inspections.
- (2) Buyer is terminating the contract, with earnest money to be returned to Buyer, subject to paragraph 12. In this case, Buyer shall have purchased one or more home inspection report(s) from an independent qualified inspector(s), as provided for above, which together cover the substantial structural elements and systems of the property. Buyer shall provide such report(s) to Seller or listing broker, if requested by Seller.
- (3) Buyer is willing to close upon satisfaction of the requirements set forth in the Inspection Notice which must be accompanied by a complete copy of the written inspection report(s), purchased by Buyer. The parties have a total of \_\_\_\_\_ days (10 days if none stated) after date of Seller or listing broker’s receipt of the Inspection Notice (the “Resolution Period”) to reach a written agreement as to the requirements set forth in the Inspection Notice, or as to an agreed upon monetary adjustment, or the contract is terminated, and earnest money deposit to be returned to Buyer, subject to paragraph 12. During the Resolution Period, either a written commitment by Seller to meet the requirements originally submitted by Buyer in the Inspection Notice, or a written commitment by Buyer to accept the property without such requirements, shall constitute an “agreement” for purposes of this paragraph even after earlier negotiation failed to produce an agreement.

Buyer acknowledges: 1) that listing broker and selling broker do not have expertise in determining any defects that may be disclosed by any inspections; 2) that Buyer will not rely upon listing broker or selling broker in any way as to the selection of a particular company for any inspections, warranties, and services; 3) that any inspections, warranties, and services may be available from more than one company and that the determination to select a particular company and the completeness and satisfaction of any said inspection, warranty or service is the sole responsibility of Buyer; 4) that when choosing an inspector, warranty, service company, title company, lender, repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years of experience; 5) that there have been no warranties, express or implied, by Seller or real estate brokers.

**Home Warranty (Check one):**

- Buyer acknowledges that Seller is not providing a limited warranty or service agreement product as a part of this sale. Buyer may purchase one separately, if desired.
- Seller agrees to purchase, on or before Closing, a limited warranty or service agreement at a cost not to exceed \$ \_\_\_\_\_ and further described \_\_\_\_\_.

**10a. INSURABILITY.**

This contract is conditioned upon Buyer's ability to obtain homeowner/hazard insurance for the property. If within 45 days (10 days if none stated) after the "Acceptance Deadline" date (the "Insurability Period"), Buyer does not deliver to Seller or Seller's broker a written notice from an insurance company of Buyer's inability to obtain homeowner/hazard insurance on the property, this condition shall be deemed waived and Buyer's performance under this contract shall thereafter not be conditioned upon Buyer's obtaining insurance. If Buyer has complied with the terms of this paragraph and has timely provided written notice to Seller of Buyer's inability to obtain such insurance, then this contract shall be terminated with earnest money to be returned to Buyer, subject to paragraph 12. **Note: If an inspection by the Buyer's insurance company is required, it shall be completed prior to the expiration of the Insurability Period. If the Buyer is obtaining a loan as referenced in paragraph 4, Buyer should communicate insurance information to lender prior to Loan Contingency Date.**

**11. GOVERNMENTAL INSPECTIONS AND OCCUPANCY REQUESTS.**

Seller agrees to immediately request any compliance inspection(s) including municipality, conservation, fire district or any other required governmental authority, at Seller's expense, when such inspection(s) are required. In the event the property and improvements do not meet such requirements or pass such inspection(s), Seller must notify Buyer in writing within 10 days (15 days if none stated) after the "Acceptance Deadline" date of any violations or requirements that Seller will not correct. **Failure of Seller to notify Buyer within this period shall constitute an elimination of Seller's ability to negotiate any violations or requirements of the inspections. In such event, Seller agrees to comply with all requirements of the inspections prior to Closing.** In the event Seller notifies Buyer of Seller's refusal to correct all violations, Buyer and Seller have ten (10) days after date of Buyer's receipt of notification from Seller, in which to reach an agreement in writing as to which party will complete and pay for the required corrections, or to an agreed monetary adjustment at Closing in lieu of the correction. **Note: A monetary adjustment may affect the terms of Buyer's loan, e.g. down payment, interest rate and private mortgage insurance, and may also affect Buyer's ability to obtain an occupancy permit.** If no written agreement is reached within said ten (10) days, this contract is terminated and earnest money to be returned to Buyer, subject to paragraph 12. A written commitment within said ten (10) day period by Seller to make the required corrections, at Seller's expense prior to Closing, or a written commitment within said ten (10) day period by Buyer to accept the property without correction by Seller of those violations contained in the original list provided to Buyer by Seller shall also constitute an "agreement" for the purposes of this paragraph, even after earlier negotiations failed to produce an agreement. In instances where the Buyer must make the occupancy permit request (application) to initiate the inspection process, Buyer agrees to do so within four (4) days after the "Acceptance Deadline" date. Nothing herein shall require Buyer to close this sale if he is unable to obtain an occupancy permit after making a bonafide effort to do so. Buyer is cautioned not to rely on government inspections but should satisfy himself as to the condition of the property (see paragraph 10). Governmental jurisdictions vary in their occupancy requirements, including the time for applying for the permit and the number of occupants permitted. Buyer intends to have no more than \_\_\_\_\_ persons occupy the property.

**11a. LAWN IRRIGATION SYSTEM / BACK FLOW CERTIFICATION.**

If the property has a lawn irrigation system attached to the public water system, Seller must provide to Buyer, documentation (dated within 12 months prior to Closing) from a certified back flow inspector indicating that the proper back flow prevention device is installed and functioning properly.

**12. EARNEST MONEY.**

Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the scheduled Closing date, shall be in the form of a cashier's check or any other form acceptable to the escrow agent. If sale is closed, earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil action is filed to determine its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent's attorney fees will be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds, received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute, Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial projected Closing date.

TPM / <sup>DS</sup> p/w Initials BUYER and SELLER acknowledge they have read this page  
 BUYER BUYER SELLER SELLER

**Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations which apply to earnest money deposits. If the escrow agent is not a licensed broker, the parties are urged to have the escrow agent agree in writing to be bound by the provisions of this contract before being named as the escrow agent.**

**13. REMEDIES.**

If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. If the default is by Buyer, Seller may either accept the earnest money as liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law or in equity. If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will be reimbursed, and balance to go one-half to Seller, and one-half divided equally between listing broker and selling broker (if working as subagent of Seller) in lieu of commission on this contract. If the default is by Seller, Buyer may either release Seller from liability upon Seller's release of the earnest money and reimbursement to Buyer for all direct costs and expenses, as specified in Buyer's notice of default (in lieu of making any claim in court), or may pursue any remedy at law and in equity, including enforcement of sale. Buyer's release of Seller does not relieve Seller of his liability to brokers under the listing contract. In the event of litigation between the parties, the prevailing party shall recover, in addition to damages or equitable relief, the cost of litigation including reasonable attorney's fee. This provision shall survive Closing and delivery of Seller's deed to Buyer.

**14. LOSS.**

Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered by this contract are damaged or destroyed, Seller shall immediately notify Buyer or selling broker in writing of the damage or destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior to Closing, to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled Closing, and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not to be restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or selling broker with a copy of any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to the amount of insurance proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b) terminate the contract, thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written notification to Seller or listing broker as to his election of (a) or (b) above within ten (10) days after the Buyer or selling broker's receipt of such information; and if not received by Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer may, at Buyer's option and by written notice to Seller or listing broker, extend the Closing date up to ten (10) days, during which time Buyer may make his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate the contract. If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned, subject to paragraph 12. Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

**15. ASSIGNABILITY OF CONTRACT.**

This contract is assignable by Buyer, but not without the written consent of Seller if: a) Seller is taking back a note and deed of trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under the contract.

**16. MISCELLANEOUS PROVISIONS.**

Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives, executors, administrators or assigns. This contract shall be considered a contract for the sale of real property and shall be construed in accordance with the laws of the State of Missouri. This contract constitutes the entire agreement between the parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

**17. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).**

Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act [26 U.S.C §1445] and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.

TPM /                      Initials BUYER and SELLER acknowledge they have read this page /                       
BUYER BUYER SELLER SELLER

326 **18. CONSTRUCTION.**

327 Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or gender neutral, according  
328 to the context. When the term "listing broker" is used, it refers to one of the following: a) a broker working for the Seller under an  
329 agency listing contract; or b) a broker assisting the Seller as a transaction broker, whichever is appropriate. When the term "selling  
330 broker" is used, it refers to one of the following: a) a broker working for the Buyer under a buyer's agency agreement; b) a broker  
331 assisting the Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction broker, whichever is appropriate.  
332 The term "broker" shall include the broker's affiliated licensees (referred to as "salespeople"). **With the exception of the term**  
333 **"banking days" as used in paragraph 12, a day is defined as a 24-hour calendar day, seven (7) days per week.**

334 **19. ACCESS, FINAL WALK-THROUGH AND UTILITIES.**

335 Seller agrees to permit inspections of the property by inspectors, contractors, termite inspectors, surveyors, engineers and appraisers  
336 selected by Buyer as provided for in the contract, or inspections required by Buyer's lender or insurer, upon reasonable advance  
337 notice to Seller. Buyer and selling broker may also be present during these inspections. Seller grants Buyer, selling broker, and any  
338 inspector whose report prompted a request for repairs, the right to enter and walk-through the property, and the right to have the  
339 utilities transferred to Buyer, within four (4) days prior to Closing. The purpose of the walk-through is only for the Buyer to confirm  
340 that the property is in the same condition, ordinary wear and tear excepted, as it was on the date of this contract, and that repairs  
341 are completed in a workmanlike manner. Seller will arrange, at Seller's expense, to have all utilities turned on during the period  
342 specified for any inspection and the walk-through, unless utilities have been transferred to Buyer. Waiver of property and  
343 improvement inspections does not waive the right to a walk-through prior to Closing. The Closing does not relieve Seller of Seller's  
344 obligation to complete improvements and repairs required by this contract.

345 **20. FLOOD PLAIN.**

346 Buyer may terminate this contract if any portion of the property is located in a designated 100-year flood plain unless disclosed to  
347 Buyer in writing prior to contract. If terminated, earnest money to be returned to Buyer, subject to paragraph 12. Failure by Buyer  
348 to terminate within 10 days of actual knowledge of 100-year flood plain, or by Closing, whichever occurs first, shall be deemed a  
349 waiver by Buyer of this contingency.

350 **21. SPECIAL AGREEMENTS.**

351 Special agreements between Buyer and Seller forming a part of this contract: \_\_\_\_\_  
352 \_\_\_\_\_  
353 Seller covenants and agrees that all leases or tenancy arrangements shall be terminated prior to Closing and all tenants ar  
354 tenants' belongings shall be removed from the Property.  
355 \_\_\_\_\_  
356 Addendum "A" is incorporated by reference.  
357 \_\_\_\_\_

358 **22. SQUARE FOOTAGE AND LOT SIZE DISCLOSURE.**

359 Broker is not an expert in measuring and does not measure the total square footage or lot size of the property. To the extent that  
360 Broker provides or shares information about the property, the information comes from one or more other sources, is only an  
361 approximation and is not verified by Broker. There may be differing standards used in Missouri for measuring total square footage  
362 of property, and the available information about total square footage can vary depending upon the source, the measurement standard  
363 that was used and the date of measurement. One source for total square footage is public information from the county assessor's  
364 office, but the county assessor's office does not warrant the accuracy of the information and neither does Broker. If you wish to  
365 have verifiable and accurate information about the total square footage of the property, you should retain a qualified professional  
366 appraiser to measure the property according to the measurement standard that the appraiser deems appropriate. The price per square  
367 foot for any property is a calculation based upon, among other things, total square footage, so price per square foot also is only an  
368 approximation and is subject to the same uncertainties and limitations described in this paragraph. If you wish to have verifiable  
369 and accurate information on lot size you should retain a licensed surveyor.

23. SELLER'S DISCLOSURE STATEMENT. (Check one)

- Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's Disclosure Statement for this property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any concerns Buyer may have about information in the statement by use of contingencies in the contract.
- Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline" date. Buyer shall have three (3) days after the "Acceptance Deadline" date to review said statements and to declare in writing that the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise, this contingency shall be deemed as waived by Buyer.
- No Seller's Disclosure Statement will be provided by Seller.

By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this contract. Seller will fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab, production or storage site for methamphetamine, or was the residence of a person convicted of crimes related to methamphetamine, Seller will attach a written description.

Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract.

24. RELATIONSHIPS & COMMUNICATIONS DISCLOSURES.

Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than the first showing of the property, upon first contact, or immediately upon the occurrence of a change to the relationship.

Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the Selling Licensee.

Licensee assisting Seller is a: (Check appropriate box)

- Seller's Agent: Licensee is acting on behalf of the Seller.
- Buyer's Agent: Licensee is acting on behalf of the Buyer.
- Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
- Designated Agent: Licensee has been designated to act on behalf of the Seller.
- Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

Licensee Personal Interest Disclosure: (Complete only if applicable)

Pace Properties, Inc. (insert name of licensee) is a real estate broker or salesperson licensed in the state of Missouri and is (Check one or more, as applicable)
 a party to this transaction;  a principal of and/or has a direct or indirect ownership interest with  Seller  Buyer; and/or
 an immediate family member of  Seller  Buyer  Other Specify: \_\_\_\_\_

Licensee assisting Buyer is a: (Check appropriate box)

- Buyer's Agent: Licensee is acting on behalf of the Buyer.
- Seller's Agent: Licensee is acting on behalf of the Seller.
- Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- Subagent of Seller: Licensee is acting on behalf of the Seller.

Licensee Personal Interest Disclosure: (Complete only if applicable)

Pace Properties, Inc. (insert name of licensee) is a real estate broker or salesperson licensed in the state of Missouri and is (Check one or more, as applicable)
 a party to this transaction;  a principal of and/or has a direct or indirect ownership interest with  Seller  Buyer; and/or
 an immediate family member of  Seller  Buyer  Other Specify: \_\_\_\_\_

Sources of Compensation to Broker(s), including commissions and/or other fees:  Seller  Buyer

Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.

By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties. All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction Act as adopted by the state of Missouri.

TPM / [initials] Initials BUYER and SELLER acknowledge they have read this page [initials] / [initials] BUYER BUYER SELLER SELLER

418 **Pace Properties, Inc.**  
 419 **Brokerage Firm Name Assisting Buyer**  
 420 **Broker's Firm State License ID#: 000004075**  
 421 **By (Signature):** *[Signature]*  
 422 **Printed Name:** RICHARD J. DAMES  
 423 **Licensee State License ID#: 2016041183**  
 424 **Date:** 2-21-24 **MLS ID:** \_\_\_\_\_

\_\_\_\_\_  
**Brokerage Firm Name Assisting Seller**  
 \_\_\_\_\_  
**Broker's Firm State License ID#:** \_\_\_\_\_  
 \_\_\_\_\_  
**By (Signature):** \_\_\_\_\_  
 \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_  
 \_\_\_\_\_  
**Licensee State License ID#:** \_\_\_\_\_  
 \_\_\_\_\_  
**Date:** \_\_\_\_\_ **MLS ID:** \_\_\_\_\_

425 **OFFER to be accepted by Seller by:** 5:00 pm **m of** March 1, 2024  
 426 DocuSigned by: Phil Wheeler 2/26/2024

427 **BUYER SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_ **BUYER SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_  
 428 TEA Properties Missouri, LLC \_\_\_\_\_  
 429 **Buyer Printed Name** \_\_\_\_\_ **Buyer Printed Name** \_\_\_\_\_

430 **SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.**  
 431 *[Signature]* 26/02/2024 *[Signature]* 26/02/2024  
Richard J. Anselm (Feb 26, 2024 11:43 CST) Diane S. Anselm (Feb 26, 2024 14:38 CST)  
 432 **SELLER SIGNATURE** \_\_\_\_\_ **TIME and DATE** \_\_\_\_\_ **SELLER SIGNATURE** \_\_\_\_\_ **TIME and DATE** \_\_\_\_\_  
 433 Richard J. Anselm \_\_\_\_\_ Diane S. Anselm \_\_\_\_\_  
 434 **Seller Printed Name** \_\_\_\_\_ **Seller Printed Name** \_\_\_\_\_

435 **OR** \_\_\_\_\_ **(initials) WE REJECT THIS OFFER AND MAKE A COUNTEROFFER.**  
 436 **(use Form #2164 Sale Contract Counteroffer Form).**  
 437 **OR** \_\_\_\_\_ **(initials) WE REJECT THIS OFFER.**  
 438 **Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to**  
 439 **the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).**



This document has legal consequences.  
If you do not understand it, consult your attorney.  
The text of this form may not be altered in any manner  
without written acknowledgement of all parties.

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**44431458**

Form # 2090 07/23

**RESIDENTIAL SALE CONTRACT**

DATE: April 12, 2024

**1. PARTIES AND PROPERTY.**

Tea Properties Missouri, LLC, a Missouri limited liability company, Buyer(s), agrees to purchase from the undersigned Seller, the following real property in the municipality of (if incorporated) Wentzville, County of St. Charles, Missouri (legal description on Seller's title to govern) being all the real property Seller owns at said address: 802 South Linn Ave., Wentzville, Missouri 63385.

**2. INCLUSIONS AND EXCLUSIONS.**

**Note: This contract, not the Seller's Disclosure Statement, the MLS or other promotional material, provides for what is to be included in this sale. To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question or unclear as to being considered a "fixture" such as electronic equipment. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:**

Access to Property

All Keys & Remote Entry Controls  
Electric Garage Door Openers & Controls

Exterior

Exterior Lighting, Landscaping & Mailbox  
Invisible Pet Fence Systems & Collars

System & Utilities

Built-in Heating, Ventilating & Cooling Systems  
Security & Alarm Systems  
Radiator Shields  
Built-in Plumbing Systems & Fixtures  
Water Softeners & Sump Pump  
All Window Air Conditioning Units  
Central Vacuum System & Attachments

Kitchen/Cooking Related

Dishwashers & Trash Compactors  
Ovens/Ranges/Stoves and Attachments  
Built-in Microwave Ovens

Attached Gas Fired Barbecue Grills

Electrical, Lighting & TV Related

All Lighting Fixtures & Ceiling Fans  
Attached TV Antennas  
Attached TV Mounts only  
Flush Mounted Speakers

Fire/Fireplace Related

Artificial Fireplace Logs  
Attached Fireplace Equipment & Doors

Flooring Related

Attached Floor Coverings

Window/Wall Related

Curtain /Drapery Hardware only  
Blinds, Shades, Shutters & Awnings  
Attached Mirrors & All Bathroom Mirrors  
Attached Shelving/Closet Organizers  
Screens & Storm Windows

Miscellaneous

All Articles Now Provided For Tenant Use  
Remotes for All Included Items

In addition, the following items are included: Detached Garage

The following items are excluded: Refrigerator, microwave, stove, dishwasher, walk-in bathtub

**3. PURCHASE PRICE.**

\$ 500,000.00 is the total purchase price to be paid as follows:

\$ 0.00 earnest money (\$0 if none stated) (check one)  received for delivery to OR  to be delivered to \_\_\_\_\_ escrow agent within \_\_\_\_\_ days (3 days if none stated) after "Acceptance Deadline" date. Selling broker to be escrow agent if none specified above.

\$ \_\_\_\_\_ additional earnest money (\$0 if none stated) to be delivered to escrow agent within \_\_\_\_\_ days after the "Acceptance Deadline" date (15 days if none stated) or \_\_\_\_\_.

The balance, including any adjustments set forth in this contract, less any amount of Seller financing or of Seller's loan being assumed as stipulated in this contract, if applicable, is to be paid at Closing by cashier's check, wire transfer or any form acceptable to Closing agent.

TPM / <sup>DS</sup> p/w  
BUYER BUYER

Initials BUYER and SELLER acknowledge they have read this page

*[Handwritten Signature]*  
SELLER SELLER

43 4. METHOD OF FINANCING.

44 Note: If Buyer's lender or Closing agent cannot fulfill their obligations under the Dodd-Frank Wall Street Reform and
45 Consumer Protection Act and the regulations promulgated by the Consumer Financial Protection Bureau, it may be
46 necessary for the Buyer to request Seller to agree to an extension of the Closing Date.

47  Not Contingent Upon Financing. This contract is not contingent upon financing; however, Buyer reserves the right to finance
48 any portion of the purchase price.

49  Contingent Upon Financing. Buyer agrees to do all things necessary, including, but not limited to the execution of a loan
50 application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to
51 otherwise cooperate fully in order to obtain the financing described below. If Buyer does not deliver written notice, provided
52 by Buyer's lender, to Seller or listing broker, of Buyer's inability to obtain a loan approval on the terms described below on or
53 before \_\_\_\_\_ (or 30 days after the "Acceptance Deadline" date if none stated) (the Loan
54 Contingency Date) then this condition shall be deemed waived and Buyer's performance under this contract shall thereafter
55 not be conditioned upon Buyer's obtaining financing. If lender will not give Buyer such written notice then Buyer may directly
56 notify Seller or listing broker (on or before the Loan Contingency Date) by providing a notarized affidavit that Buyer has
57 complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such written notice from
58 lender. If Buyer has complied with the terms of this paragraph and has provided timely written notice to Seller or listing broker
59 of Buyer's inability to obtain the loan approval, then this contract shall be terminated with earnest money to be returned to
60 Buyer, subject to paragraph 12.

61 Note: If Loan Contingency Date passes without written notice as outlined above, Buyer remains obligated under this
62 contract. Therefore, Buyer should be certain that he will have the funds to close. If Buyer's performance under this
63 contract is to be independently conditioned upon the property appraising at a specified value, then Buyer should
64 complete and attach to this contract an appropriate appraisal rider.

65 Loan amount: \_\_\_\_\_ % of the purchase price OR \$ \_\_\_\_\_.

66 Initial interest rate not to exceed: \_\_\_\_\_ %. Amortization term: \_\_\_\_\_ years.

67 Other terms (none if blank): \_\_\_\_\_

68 LOAN TYPE: (Check applicable)  Conventional  FHA  VA  Other: \_\_\_\_\_

69 RATE TYPE: (Check applicable)  Fixed Rate  Adjustable Rate  Other: \_\_\_\_\_

70  Seller agrees to pay, at Closing, a cost not to exceed \_\_\_\_\_ % of purchase price OR \$ \_\_\_\_\_
71 (\$0 if none stated) towards Buyer's closing costs, prepaids, points and other fees allowed by lender.

72 5. CLOSING AND POSSESSION.

73 Note: All parties are encouraged to use the same title company to reduce risk. If Seller does not close at the same title
74 company as Buyer, or Seller's choice of title company does not have a common underwriter with Buyer's title company,
75 then Seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds are
76 not protected by the title insurance underwriter.

77 The "Closing" is the exchange of the Seller's deed for the total purchase price. Seller shall be deemed to have received funds when
78 funds are received by Seller or Seller's title company. The Closing of this sale shall take place
79 within sixty (60) days of the Acceptance Deadline or any other date that both parties agree in writing. Buyer will close
80 at St. Louis Title, LLC, the title company which provides title insurance. Regardless of who closes
81 for Buyer, Seller may close at the title company of Seller's choice. Title will pass when the sale is closed. Seller to deliver
82 possession of the property and keys to Buyer no later than (check one only):  Closing OR  \_\_\_\_\_ m (time) of
83 lease termination (date) but in no event prior to Closing as defined above. All parties agree to sign Closing documents
84 at a time that facilitates this possession. Note: If possession is to be delivered on a day other than Closing, as defined above,
85 parties should complete the appropriate rider. Deed as directed by Buyer. Except for documents lawfully in possession, Seller
86 warrants that the property will be vacant and free of personal property (except as otherwise provided herein) and debris, at time of
87 possession and delivered to Buyer in its same condition (together with any improvements or repairs required by this contract),
88 ordinary wear and tear excepted, as it was on the date of this contract. Buyers should change locks and codes following possession.
89 Buyer and Seller authorize title company and/or Closing agent to release to broker(s) signed copies of the Closing statements.
90 Note: Parties are cautioned to always call to confirm instructions before sending any funds via wire transfer.

91 6. RIDERS. The following riders or supplements are attached hereto and incorporated herein as a part of this contract.

- 92  Appraisal Rider (Form #2046)
- 93  Back-Up Contract (Form #2120)
- 94  Contingency for Sale and Closing of Buyer's Property (Form #2092)
- 95  Contingency for Closing of Buyer's Property (Form #2092a)
- 96  Condominiums, Villas or Similar Lifestyle Communities (Form #2059)
- 97  FHA Loan Provision Rider (Form #2135fha)
- 98  Other: \_\_\_\_\_
- Possession by Buyer Prior to Closing (Form #2094)
- Possession by Seller After Closing (Form #2095)
- Rental Property Rider (Form #2096)
- Residential Lease (Form #2118)
- Review of Indentures/Restrictive Covenants (Form #2143)
- VA Loan Provision Rider (Form #2135va)
- Other: Addendum "A", Exhibit "A" - Residential Lease Agreement

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BUYER BUYER

SELLER SELLER

7. FRANCHISE DISCLOSURE.

Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

8. TITLE AND SURVEY.

Seller shall transfer title to Buyer by general warranty deed (or fiduciary deed, where applicable), subject to the following: a) zoning regulations; b) leases and occupancy of tenants existing on the date contract is executed by Buyer and disclosed to Buyer in writing before execution of contract by Buyer; c) general taxes payable in the current year and thereafter; d) any lien or encumbrance created by or assumed by Buyer in writing or any easement accepted by Buyer in writing; e) subdivision, use and other restrictions, rights of way and utility easements, all of record, which do not adversely affect the use of the property as it exists for residential purposes at the time of the contract.

Check applicable box (whether "Seller to Order, Provide and Purchase Title" or "Buyer to Order, Provide and Purchase Title").

Seller to Order, Provide and Purchase Title. Note: Any Seller paid title costs set forth below are in addition to any Seller paid costs in Paragraph 4.

Not later than \_\_\_\_\_ days (5 days if none stated) after the "Acceptance Deadline" date, Seller will order a commitment for title insurance to be provided to the Buyer for both an Owner's policy of title insurance and for a lender's policy of title insurance (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected in paragraph 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the selling and listing broker. Seller shall pay for the title insurance (including title premium and title service charges), at Closing, at a cost not to exceed \$ \_\_\_\_\_. Buyer to pay title cost exceeding this amount.

Buyer to Order, Provide and Purchase Title.

Buyer may, at Buyer's option and expense, order a title examination and commitment to issue an Owner's and/or lender's policy of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in paragraph 5.

Note: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review documents, and, if necessary, object to defects that may be discovered.

Buyer may, at Buyer's option and expense, order a Boundary Survey and Improvement Location ("stake survey") or a Surveyor's Real Property Report (SRPR) of the property to determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other matters that would be disclosed on a survey.

Note: A "stake survey" is generally required in order to obtain full survey coverage in an Owner's policy of title insurance. A SRPR may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or acreage discrepancies.

If any defects are discovered as a result of the title examination, title commitment, or the survey, and if Buyer chooses to act on this contingency, Buyer shall within 60 \_\_\_\_\_ days (25 days if none stated) after the "Acceptance Deadline" date, furnish a copy of the document evidencing the defect to Seller or listing broker stating, in writing, any title or survey defects that are 1) unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential purposes at the time of the contract. Failure by Seller or listing broker to receive such objections to title or survey within such time will constitute a waiver by Buyer of any objections to the title so long as Buyer is able to obtain at Closing, an Owner's title insurance policy in the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey defects, Seller has five (5) days from receipt of Buyer's notice of objection by Seller or listing broker, to agree in writing to correct the defects prior to Closing at Seller's expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2) additional days, agrees in writing to accept the title and survey "as is". If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned, subject to paragraph 12 and Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of the contract acceptance and Closing.

Note: Easements, subdivision indentures, and government regulations may affect Buyer's intended use of the property. Construction of improvements (for example: a room addition, fence or swimming pool), non-residential use of the property (for example: use of a room for a business), or the right to keep certain vehicles or animals on the property, all may be affected. Buyer is advised to review all easements, government regulations, and subdivision indentures before making an offer to purchase the property if he plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys, indentures, or other matters affecting title or use of the property, Buyer should consult an attorney.

9. ADJUSTMENTS AND CLOSING COSTS.

Adjustments, charges, and Closing costs are agreed to be paid by the parties (subject to Rider #2135fha or #2135va and current FHA and VA regulations) as follows:

Buyer shall pay for (where applicable):

- hazard insurance premium(s) and flood insurance premium, if required by lender;
- survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter fees) customarily paid by Buyer, subject to paragraph 8;
- any charges imposed by lender (for example: appraisal and credit report fees, loan discount points, loan origination fees, funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;

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- 158 • building, termite, and environmental inspections;
- 159 • the fair market value of any heating oil or propane gas in tank(s) on the property at Closing, based on supplier's current charges;
- 160 • real estate compensation to broker per separate written agreement;
- 161 • municipal occupancy permit; and
- 162 • agreed upon repairs.

163 **Seller shall pay for (where applicable):**

- 164 • existing loans on property (if not assumed by Buyer);
- 165 • any expenses of Buyer's loan agreed to in paragraph 4;
- 166 • title company charges (for example: Closing, release, escrow, wire and closing protection letter fees) customarily paid by
- 167 Seller, subject to paragraph 8;
- 168 • municipal, Conservation District and fire district inspection fees;
- 169 • special taxes and special assessments levied before Closing;
- 170 • real estate compensation to broker per separate written agreement; Seller authorizes selling portion of commission to be paid
- 171 directly to selling broker; and
- 172 • agreed upon repairs.

173 **Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the date**

174 **of Closing (Seller to pay for last day):**

- 175 • current rents whether collected or not by Seller (Seller to receive rent for day of Closing); rents which are delinquent over
- 176 thirty (30) days to be collected by Seller and not adjusted;
- 177 • general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- 178 • district improvement assessments for current year; Buyer to pay thereafter;
- 179 • subdivision upkeep assessments and monthly condominium fee;
- 180 • interest (when Buyer assumes existing loan); and
- 181 • flat rate utility charges (including water, sewer, and trash).

182 **10. INSPECTIONS, DISCLAIMERS, AND WARRANTIES.**

183 Within 60 days (10 days if none stated) after the "Acceptance Deadline" date (the "Inspection Period"), Buyer

184 may purchase one or more written home inspection report(s) from any independent qualified inspector(s) of the property and

185 improvements as deemed necessary by Buyer, including, but not limited to, environmental hazards; termite and wood-destroying

186 insect infestation and damage; plumbing, including water, well, sewer, septic and waste-water treatment systems; roof and other

187 structural improvements; heating and air conditioning systems and equipment; electrical systems and equipment; swimming pools

188 and equipment; chimneys, flues and gas lines/fuel runs; basement leaks and exterior drainage; and mechanical equipment, including

189 appliances. **Discovery of an unsafe condition(s) may result in immediate shut off of one or more appliances or utilities.**

190 Buyer's Inspection Period will end upon the delivery of the Inspection Notice described below or the time period stated above,

191 whichever occurs first. Failure by Buyer to purchase and perform an inspection within the time period stated above shall constitute

192 a waiver and acceptance of any conditions an inspection would have disclosed. **Buyer should contact law enforcement officials**

193 **for information pertaining to whether registered sex offenders or other convicted criminals reside in the area.**

194 **Within the Inspection Period, Buyer shall furnish a written Inspection Notice to Seller or listing broker stating one of the**

195 **following:**

- 196 (1) Buyer is satisfied with the inspections. Delivery of inspection reports to Seller or listing broker is not required. If Seller or
- 197 listing broker has not received the written Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be
- 198 satisfied with the results of any inspections.
- 199 (2) Buyer is terminating the contract, with earnest money to be returned to Buyer, subject to paragraph 12. In this case, Buyer shall
- 200 have purchased one or more home inspection report(s) from an independent qualified inspector(s), as provided for above, which
- 201 together cover the substantial structural elements and systems of the property. Buyer shall provide such report(s) to Seller or
- 202 listing broker, if requested by Seller.
- 203 (3) Buyer is willing to close upon satisfaction of the requirements set forth in the Inspection Notice which must be accompanied
- 204 by a complete copy of the written inspection report(s), purchased by Buyer. The parties have a total of \_\_\_\_\_ days (10 days
- 205 if none stated) after date of Seller or listing broker's receipt of the Inspection Notice (the "Resolution Period") to reach a written
- 206 agreement as to the requirements set forth in the Inspection Notice, or as to an agreed upon monetary adjustment, or the contract
- 207 is terminated, and earnest money deposit to be returned to Buyer, subject to paragraph 12. During the Resolution Period, either
- 208 a written commitment by Seller to meet the requirements originally submitted by Buyer in the Inspection Notice, or a written commitment
- 209 by Buyer to accept the property without such requirements, shall constitute an "agreement" for purposes of this paragraph even
- 210 after earlier negotiation failed to produce an agreement.

211 Buyer acknowledges: 1) that listing broker and selling broker do not have expertise in determining any defects that may be disclosed

212 by any inspections; 2) that Buyer will not rely upon listing broker or selling broker in any way as to the selection of a particular company

213 for any inspections, warranties, and services; 3) that any inspections, warranties, and services may be available from more than one



214 company and that the determination to select a particular company and the completeness and satisfaction of any said inspection,

215 warranty or service is the sole responsibility of Buyer; 4) that when choosing an inspector, warranty, service company, title

216 company, lender, repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of

217 errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations

218 and years of experience; 5) that there have been no warranties, express or implied, by Seller or real estate brokers.

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219 **Home Warranty (Check one):**

- 220  Buyer acknowledges that Seller is not providing a limited warranty or service agreement product as a part of this sale.
- 221 Buyer may purchase one separately, if desired.
- 222  Seller agrees to purchase, on or before Closing, a limited warranty or service agreement at a cost not to exceed \$ \_\_\_\_\_
- 223 and further described \_\_\_\_\_

224 **10a. INSURABILITY.**

225 This contract is conditioned upon Buyer's ability to obtain homeowner/hazard insurance for the property. If within 45 days  
 226 (10 days if none stated) after the "Acceptance Deadline" date (the "Insurability Period"), Buyer does not deliver to Seller or Seller's  
 227 broker a written notice from an insurance company of Buyer's inability to obtain homeowner/hazard insurance on the property, this  
 228 condition shall be deemed waived and Buyer's performance under this contract shall thereafter not be conditioned upon Buyer's  
 229 obtaining insurance. If Buyer has complied with the terms of this paragraph and has timely provided written notice to Seller of  
 230 Buyer's inability to obtain such insurance, then this contract shall be terminated with earnest money to be returned to Buyer, subject  
 231 to paragraph 12. **Note: If an inspection by the Buyer's insurance company is required, it shall be completed prior to the**  
 232 **expiration of the Insurability Period. If the Buyer is obtaining a loan as referenced in paragraph 4, Buyer should**  
 233 **communicate insurance information to lender prior to Loan Contingency Date.**

234 **11. GOVERNMENTAL INSPECTIONS AND OCCUPANCY REQUESTS.**


235 Seller agrees to immediately request any compliance inspection(s) including municipality, conservation, fire district or any other  
 236 required governmental authority, at Seller's expense, when such inspection(s) are required. In the event the property and  
 237 improvements do not meet such requirements or pass such inspection(s), Seller must notify Buyer in writing within  
 238 10 days (15 days if none stated) after the "Acceptance Deadline" date of any violations or requirements that Seller  
 239 will not correct. **Failure of Seller to notify Buyer within this period shall constitute an elimination of Seller's ability to negotiate**  
 240 **any violations or requirements of the inspections. In such event, Seller agrees to comply with all requirements of the**  
 241 **inspections prior to Closing.** In the event Seller notifies Buyer of Seller's refusal to correct all violations, Buyer and Seller have  
 242 ten (10) days after date of Buyer's receipt of notification from Seller, in which to reach an agreement in writing as to which party will  
 243 complete and pay for the required corrections, or to an agreed monetary adjustment at Closing in lieu of the correction. **Note: A**  
 244 **monetary adjustment may affect the terms of Buyer's loan, e.g. down payment, interest rate and private mortgage insurance,**  
 245 **and may also affect Buyer's ability to obtain an occupancy permit.** If no written agreement is reached within said ten (10) days, this  
 246 contract is terminated and earnest money to be returned to Buyer, subject to paragraph 12. A written commitment within said ten (10)  
 247 day period by Seller to make the required corrections, at Seller's expense prior to Closing, or a written commitment within said ten  
 248 (10) day period by Buyer to accept the property without correction by Seller of those violations contained in the original list provided  
 249 to Buyer by Seller shall also constitute an "agreement" for the purposes of this paragraph, even after earlier negotiations failed to  
 250 produce an agreement. In instances where the Buyer must make the occupancy permit request (application) to initiate the inspection  
 251 process, Buyer agrees to do so within four (4) days after the "Acceptance Deadline" date. Nothing herein shall require Buyer to  
 252 close this sale if he is unable to obtain an occupancy permit after making a bonafide effort to do so. Buyer is cautioned not to rely on  
 253 government inspections but should satisfy himself as to the condition of the property (see paragraph 10). Governmental jurisdictions  
 254 vary in their occupancy requirements, including the time for applying for the permit and the number of occupants permitted. Buyer  
 255 intends to have no more than \_\_\_\_\_ persons occupy the property.

256 **11a. LAWN IRRIGATION SYSTEM / BACK FLOW CERTIFICATION.**

257 If the property has a lawn irrigation system attached to the public water system, Seller must provide to Buyer, documentation (dated  
 258 within 12 months prior to Closing) from a certified back flow inspector indicating that the proper back flow prevention device is  
 259 installed and functioning properly.

260 **12. EARNEST MONEY.**

261 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited  
 262 within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by  
 263 escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the  
 264 scheduled Closing date, shall be in the form of a cashier's check or any other form acceptable to the escrow agent. If sale is closed,  
 265 earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for  
 266 services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a  
 267 dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account  
 268 until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil action is filed to determine  
 269 its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent's attorney fees will  
 270 be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable  
 271 law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds,  
 272 received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute,  
 273 Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing  
 274 date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial projected  
 275 Closing date.

  
 \_\_\_\_\_  
 Initials BUYER and SELLER acknowledge they have read this page  
 \_\_\_\_\_  
 BUYER BUYER SELLER SELLER

276 **Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations which apply to**  
277 **earnest money deposits. If the escrow agent is not a licensed broker, the parties are urged to have the escrow agent agree in**  
278 **writing to be bound by the provisions of this contract before being named as the escrow agent.**

279 **13. REMEDIES.**

280 If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party  
281 in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the  
282 defaulting party with a deadline for curing the default. If the default is by Buyer, Seller may either accept the earnest money as  
283 liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law  
284 or in equity. If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will  
285 be reimbursed, and balance to go one-half to Seller, and one-half divided equally between listing broker and selling broker (if working  
286 as subagent of Seller) in lieu of commission on this contract. If the default is by Seller, Buyer may either release Seller from liability  
287 upon Seller's release of the earnest money and reimbursement to Buyer for all direct costs and expenses, as specified in Buyer's notice  
288 of default (in lieu of making any claim in court), or may pursue any remedy at law and in equity, including enforcement of sale.  
289 Buyer's release of Seller does not relieve Seller of his liability to brokers under the listing contract. In the event of litigation between  
290 the parties, the prevailing party shall recover, in addition to damages or equitable relief, the cost of litigation including  
291 reasonable attorney's fee. This provision shall survive Closing and delivery of Seller's deed to Buyer.

292 **14. LOSS.**

293 Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered  
294 by this contract are damaged or destroyed, Seller shall immediately notify Buyer or selling broker in writing of the damage or  
295 destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior to Closing,  
296 to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled Closing,  
297 and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not to be  
298 restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or selling broker with a copy of  
299 any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for  
300 Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to the amount of insurance  
301 proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive  
302 a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b) terminate the contract,  
303 thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer or  
304 selling broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written notification to Seller or listing  
305 broker as to his election of (a) or (b) above within ten (10) days after the Buyer or selling broker's receipt of such information; and  
306 if not received by Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer may, at Buyer's option  
307 and by written notice to Seller or listing broker, extend the Closing date up to ten (10) days, during which time Buyer may make  
308 his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate the contract. If the  
309 contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned, subject to  
310 paragraph 12. Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

311 **15. ASSIGNABILITY OF CONTRACT.**

312 This contract is assignable by Buyer, but not without the written consent of Seller if: a) Seller is taking back a note and deed of  
313 trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their  
314 obligations under the contract.

315 **16. MISCELLANEOUS PROVISIONS.**

316 Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central  
317 Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives,  
318 executors, administrators or assigns. This contract shall be considered a contract for the sale of real property and shall be construed  
319 in accordance with the laws of the State of Missouri. This contract constitutes the entire agreement between the parties hereto and  
320 there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not be changed, modified  
321 or amended, in whole or in part, except in writing signed by all parties.

322 **17. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).**

323 Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act [26 U.S.C §1445]  
324 and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.  
325

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326 **18. CONSTRUCTION.**  
 327 Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or gender neutral, according  
 328 to the context. When the term "listing broker" is used, it refers to one of the following: a) a broker working for the Seller under an  
 329 agency listing contract; or b) a broker assisting the Seller as a transaction broker, whichever is appropriate. When the term "selling  
 330 broker" is used, it refers to one of the following: a) a broker working for the Buyer under a buyer's agency agreement; b) a broker  
 331 assisting the Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction broker, whichever is appropriate.  
 332 The term "broker" shall include the broker's affiliated licensees (referred to as "salespeople"). **With the exception of the term**  
 333 **"banking days" as used in paragraph 12, a day is defined as a 24-hour calendar day, seven (7) days per week.**


334 **19. ACCESS, FINAL WALK-THROUGH AND UTILITIES.**  
 335 Seller agrees to permit inspections of the property by inspectors, contractors, termite inspectors, surveyors, engineers and appraisers  
 336 selected by Buyer as provided for in the contract, or inspections required by Buyer's lender or insurer, upon reasonable advance  
 337 notice to Seller. Buyer and selling broker may also be present during these inspections. Seller grants Buyer, selling broker, and any  
 338 inspector whose report prompted a request for repairs, the right to enter and walk-through the property, and the right to have the  
 339 utilities transferred to Buyer, within four (4) days prior to Closing. The purpose of the walk-through is only for the Buyer to confirm  
 340 that the property is in the same condition, ordinary wear and tear excepted, as it was on the date of this contract, and that repairs  
 341 are completed in a workmanlike manner. Seller will arrange, at Seller's expense, to have all utilities turned on during the period  
 342 specified for any inspection and the walk-through, unless utilities have been transferred to Buyer. Waiver of property and  
 343 improvement inspections does not waive the right to a walk-through prior to Closing. The Closing does not relieve Seller of Seller's  
 344 obligation to complete improvements and repairs required by this contract.

345 **20. FLOOD PLAIN.**  
 346 Buyer may terminate this contract if any portion of the property is located in a designated 100-year flood plain unless disclosed to  
 347 Buyer in writing prior to contract. If terminated, earnest money to be returned to Buyer, subject to paragraph 12. Failure by Buyer  
 348 to terminate within 10 days of actual knowledge of 100-year flood plain, or by Closing, whichever occurs first, shall be deemed a  
 349 waiver by Buyer of this contingency.

350 **21. SPECIAL AGREEMENTS.**  
 351 Special agreements between Buyer and Seller forming a part of this contract: \_\_\_\_\_  
 352 \_\_\_\_\_  
 353 Addendum "A" is incorporated by reference.  
 354 Buyer shall pay for all of Seller's closing costs.  
 355 Seller and Purchaser hereby acknowledge and agree to enter into that certain lease agreement attached hereto as Exhibit A  
 356 upon Closing of the property.  
 357 \_\_\_\_\_

358 **22. SQUARE FOOTAGE AND LOT SIZE DISCLOSURE.**  
 359 Broker is not an expert in measuring and does not measure the total square footage or lot size of the property. To the extent that  
 360 Broker provides or shares information about the property, the information comes from one or more other sources, is only an  
 361 approximation and is not verified by Broker. There may be differing standards used in Missouri for measuring total square footage  
 362 of property, and the available information about total square footage can vary depending upon the source, the measurement standard  
 363 that was used and the date of measurement. One source for total square footage is public information from the county assessor's  
 364 office, but the county assessor's office does not warrant the accuracy of the information and neither does Broker. If you wish to  
 365 have verifiable and accurate information about the total square footage of the property, you should retain a qualified professional  
 366 appraiser to measure the property according to the measurement standard that the appraiser deems appropriate. The price per square  
 367 foot for any property is a calculation based upon, among other things, total square footage, so price per square foot also is only an  
 368 approximation and is subject to the same uncertainties and limitations described in this paragraph. If you wish to have verifiable  
 369 and accurate information on lot size you should retain a licensed surveyor.

TPM / <sup>DS</sup> P/U Initials BUYER and SELLER acknowledge they have read this page  
 BUYER BUYER SELLER SELLER



370 23. SELLER'S DISCLOSURE STATEMENT. (Check one)

371  Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's Disclosure Statement for this  
372 property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is  
373 advised to address any concerns Buyer may have about information in the statement by use of contingencies in the contract.

374  Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline" date.  
375 Buyer shall have three (3) days after the "Acceptance Deadline" date to review said statements and to declare in writing that  
376 the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise, this contingency  
377 shall be deemed as waived by Buyer.

378  No Seller's Disclosure Statement will be provided by Seller.

379 By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this contract.  
380 Seller will fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any  
381 time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab, production or storage  
382 site for methamphetamine, or was the residence of a person convicted of crimes related to methamphetamine, Seller will attach a  
383 written description.

384 Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract.

385 24. RELATIONSHIPS & COMMUNICATIONS DISCLOSURES.

386 Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than the first showing of the property,  
387 upon first contact, or immediately upon the occurrence of a change to the relationship.

388 Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the Selling  
389 Licensee.

390 Licensee assisting Seller is a: (Check appropriate box)

- 391  Seller's Agent: Licensee is acting on behalf of the Seller.
- 392  Buyer's Agent: Licensee is acting on behalf of the Buyer.
- 393  Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
- 394  Designated Agent: Licensee has been designated to act on behalf of the Seller.
- 395  Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

396 Licensee Personal Interest Disclosure: (Complete only if applicable)

397 N/A \_\_\_\_\_ (insert name of licensee) is a real  
 398 estate broker or salesperson licensed in the state of \_\_\_\_\_ and is (Check one or more, as applicable)  
 399  a party to this transaction;  a principal of and/or has a direct or indirect ownership interest with  Seller  Buyer; and/or  
 400  an immediate family member of  Seller  Buyer  Other Specify: \_\_\_\_\_

401 Licensee assisting Buyer is a: (Check appropriate box)

- 402  Buyer's Agent: Licensee is acting on behalf of the Buyer.
- 403  Seller's Agent: Licensee is acting on behalf of the Seller.
- 404  Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- 405  Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- 406  Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- 407  Subagent of Seller: Licensee is acting on behalf of the Seller.


408 Licensee Personal Interest Disclosure: (Complete only if applicable)

409 N/A \_\_\_\_\_ (insert name of licensee) is a real  
 410 estate broker or salesperson licensed in the state of \_\_\_\_\_ and is (Check one or more, as applicable)  
 411  a party to this transaction;  a principal of and/or has a direct or indirect ownership interest with  Seller  Buyer; and/or  
 412  an immediate family member of  Seller  Buyer  Other Specify: \_\_\_\_\_

413 Sources of Compensation to Broker(s), including commissions and/or other fees:  Seller  Buyer N/A. No broker involved.

414 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.

415 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.  
416 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic  
417 Transaction Act as adopted by the state of Missouri.

TPM / <sup>DS</sup> P/U Initials BUYER and SELLER acknowledge they have read this page  
 BUYER BUYER  SELLER SELLER



418 \_\_\_\_\_  
 419 **Brokerage Firm Name Assisting Buyer** **Brokerage Firm Name Assisting Seller**  
 420 **Broker's Firm State License ID#:** \_\_\_\_\_ **Broker's Firm State License ID#:** \_\_\_\_\_  
 421 **By (Signature):** \_\_\_\_\_ **By (Signature):** \_\_\_\_\_  
 422 **Printed Name:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_  
 423 **Licensee State License ID#:** \_\_\_\_\_ **Licensee State License ID#:** \_\_\_\_\_  
 424 **Date:** \_\_\_\_\_ **MLS ID:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **MLS ID:** \_\_\_\_\_

425 **OFFER to be accepted by Seller by:** 5:00 pm m of April 17, 2024.

426 DocuSigned by:  
Phil Wheeler 4/12/2024  
 427 **BUYER SIGNATURE** **DATE**

**BUYER SIGNATURE** **DATE**

428 TEA Properties Missouri, LLC  
429 **Buyer Printed Name**

**Buyer Printed Name**

430 **SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.**

431 Jimmie Jay Marco 1:05pm 4/12/24  
 432 **SELLER SIGNATURE** **TIME and DATE** **SELLER SIGNATURE** **TIME and DATE**

433 Jimmie Jay Marco  
434 **Seller Printed Name**

**Seller Printed Name**

435 **OR** \_\_\_\_\_ **(initials) WE REJECT THIS OFFER AND MAKE A COUNTEROFFER.**  
436 **(use Form #2164 Sale Contract Counteroffer Form).**

437 **OR** \_\_\_\_\_ **(initials) WE REJECT THIS OFFER.**

438 **Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to**  
439 **the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).**

**ADDENDUM "A" TO RESIDENTIAL SALE CONTRACT BY AND BETWEEN TEA PROPERTIES MISSOURI, LLC (and/or its "assigns") as "BUYER" AND JIMMIE JAY MARCO, an individual "SELLER" DATED April 12, 2024 (the "Contract")**

It is hereby acknowledged and agreed by both Buyer and Seller that this Addendum "A" is made a part of the above referenced Contract. The closing is contingent to the items listed below. If there are inconsistencies between the Contract and this Addendum, the provisions of the Addendum shall control. Capitalized terms herein shall have the meaning prescribed to them in the Contract.

- 1. **Lines 124 through 129 of Section 8** are deleted in their entirety and replaced with:

On or before 60 days after the "Acceptance Deadline", Buyer, at Buyer's sole cost and expense, may obtain an ALTA survey (the "**Survey**") of the Property.

Accepted:

Accepted:

Buyer:

Seller:

**TEA PROPERTIES MISSOURI, LLC**

DocuSigned by:  
By: Phil Wheeler  
Name: Phil Wheeler  
Title: Authorized Signer

Jimmie Jay Marco  
Jimmie Jay Marco

**RESIDENTIAL LEASE AGREEMENT**

THIS **RESIDENTIAL LEASE AGREEMENT** (hereinafter referred to as the “**Agreement**”) is made and entered into as of this [ ] day of [ ], 2024, (the “**Effective Date**”) by and between **TEA Properties Missouri, LLC** (hereinafter referred to as “**Landlord**”) and **JIMMIE JAY MARCO**, an individual (hereinafter referred to collectively as “**Tenant**”).

**WITNESSETH:**

**WHEREAS**, Landlord is the fee owner of certain real property being, lying and situated in St. Charles County, Missouri, such real property having a street address of 802 S. Linn Ave., Wentzville, Missouri 63385 (the “**Premises**”).

**WHEREAS**, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

**WHEREAS**, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein.

**NOW, THEREFORE**, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1) **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above-described Premises together with any and all appurtenances thereto, for the following period, which shall be referenced herein as the “**Term**”: \_\_\_\_\_, 2024 (the “**Commencement Date**”) and expiring on the day prior to the first anniversary of the Commencement Date (the “**Termination Date**”). In the event Tenant vacates the Premises prior to the Termination Date, Tenant shall provide 15 days’ written notice to Landlord and this Agreement shall terminate upon surrender of the Premises to Landlord.
- 2) **RENT.** Tenant shall not be obligated to pay rent, property taxes or cost of utilities.
- 3) **RENTERS INSURANCE.** Tenant shall maintain insurance on Tenant’s own personal property if Tenant desires this coverage.
- 4) **USE OF PREMISES.** The Premises shall be used and occupied by Tenant, as a private single-family dwelling, and no part of the Premises shall be used at any time during the Term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family dwelling. Tenant shall not allow any other person, other than Tenant’s immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities (which shall include subdivision associations) affecting the cleanliness, use, occupancy and preservation of the Premises.

- 5) **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that it is at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition. Tenant acknowledges that Tenant is accepting possession of the Premises in AS-IS, WHERE-IS condition with all faults and Landlord makes no representations or warranties as to the condition of the Premises.
  
- 6) **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
  
- 7) **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
  
- 8) **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
  
- 9) **MAINTENANCE AND REPAIR.** Tenant shall, at Tenant's sole cost and expense, keep and maintain the Premises and appurtenances in good and sanitary condition during the Term. Without limiting the generality of the foregoing, Tenant shall:
  - (a) Be responsible for routine maintenance including landscaping and lawn care;
  - (b) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
  - (c) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
  - (d) Not leave windows or doors in an open position during any inclement weather;
  - (e) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
  - (f) Keep all air conditioning filters clean and free from dirt;
  - (g) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were

constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;

- (h) Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb neighboring residents; and
  - (i) Dispose of all trash, garbage, rubbish or refuse.
- 10) **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Agreement.
- 11) **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the Term and any renewal thereof, to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises.
- 12) **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof and such tenancy shall be terminable upon Thirty (30) days written notice served by either party.
- 13) **SURRENDER OF PREMISES.** Upon the expiration of the Term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
- 14) **QUIET ENJOYMENT.** Tenant, upon performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
- 15) **INDEMNIFICATION.** Landlord shall not be liable for any damage or death or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature arising from Tenant's use of the Premises.
- 16) **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and

indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement.

- 17) **LIMITATION OF LANDLORD LIABILITY.** Redress for any claim against Landlord under this Lease shall be limited to and enforceable only against and to the extent of Landlord's interest in the Premises. The obligations of Landlord under this Lease are not intended to be and shall not be personally binding on, nor shall any resort be had to the private properties of, any of its or its investment manager's trustees, directors, officers, partners, beneficiaries, members, stockholders, employees, or agents, and in no case shall Landlord be liable to Tenant hereunder for any form of special, indirect or consequential damages.
- 18) **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
- 19) **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
- 20) **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Missouri.
- 21) **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- 22) **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and insure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
- 23) **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
- 24) **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
- 25) **NON-WAIVER.** No indulgence, waiver, election, or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
- 26) **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.

- 27) **ENTIRE CONTRACT.** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this Agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceedings, if any, involving this Agreement. Any provision of this Agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in the Agreement.
- 28) **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

**If to Landlord:**

TEA Properties Missouri  
600 Wahington Avenue, 15<sup>th</sup> Floor  
St. Louis, MO 63101

**If to Tenant:**

Jimmy Jay Marco  
802 S. Linn Ave.  
Wentzville, MO 63385

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

This Lease has been duly executed by Landlord and Tenant as of the day and year first above written.

**LANDLORD:**

TEA Properties Missouri, LLC,  
a Missouri limited liability company

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

**TENANT:**

\_\_\_\_\_  
JIMMIE JAY MARCO

If you do not understand it, consult your attorney. The text of this form may not be altered in any manner without written acknowledgement of all parties.

Approved by Counsel for St. Louis REALTORS® and by the Bar Association of Metropolitan St. Louis. To be used exclusively by REALTOR® members of St. Louis REALTORS®, those issued a use license by St. Louis REALTORS®, and members of the Bar Association of Metropolitan St. Louis.

44431458

Form # 2090 07/23

RESIDENTIAL SALE CONTRACT

DATE: March 19, 2024

1. PARTIES AND PROPERTY.

Tea Properties Missouri, LLC, a Missouri limited liability company, Buyer(s), agrees to purchase from the undersigned Seller, the following real property in the municipality of (if incorporated) Wentzville, County of St. Charles, Missouri (legal description on Seller's title to govern) being all the real property Seller owns at said address: 715 South Elm St., Wentzville, Missouri 63385

2. INCLUSIONS AND EXCLUSIONS.

Note: This contract, not the Seller's Disclosure Statement, the MLS or other promotional material, provides for what is to be included in this sale. To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question or unclear as to being considered a "fixture" such as electronic equipment. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

Access to Property

All Keys & Remote Entry Controls
Electric Garage Door Openers & Controls

Exterior

Exterior Lighting, Landscaping & Mailbox
Invisible Pet Fence Systems & Collars

System & Utilities

Built-in Heating, Ventilating & Cooling Systems
Security & Alarm Systems
Radiator Shields
Built-in Plumbing Systems & Fixtures
Water Softeners & Sump Pump
All Window Air Conditioning Units
Central Vacuum System & Attachments

Kitchen/Cooking Related

Dishwashers & Trash Compactors
Ovens/Ranges/Stoves and Attachments
Built-in Microwave Ovens
Attached Gas Fired Barbecue Grills

Electrical, Lighting & TV Related

All Lighting Fixtures & Ceiling Fans
Attached TV Antennas
Attached TV Mounts only
Flush Mounted Speakers

Fire/Fireplace Related

Artificial Fireplace Logs
Attached Fireplace Equipment & Doors

Flooring Related

Attached Floor Coverings

Window/Wall Related

Curtain /Drapery Hardware only
Blinds, Shades, Shutters & Awnings
Attached Mirrors & All Bathroom Mirrors
Attached Shelving/Closet Organizers
Screens & Storm Windows

Miscellaneous

All Articles Now Provided For Tenant Use
Remotes for All Included Items

In addition, the following items are included:

The following items are excluded:

3. PURCHASE PRICE.

\$ 515,000.00 is the total purchase price to be paid as follows:

\$ 10,000.00 earnest money (\$0 if none stated) (check one) [ ] received for delivery to OR [X] to be delivered to St. Louis Title, LLC, at 7701 Forsyth Blvd. Ste. 200, St. Louis, MO escrow agent within 10 business days (3 days if none stated) after "Acceptance Deadline" date. Selling broker to be escrow agent if none specified above.

\$ additional earnest money (\$0 if none stated) to be delivered to escrow agent within days after the "Acceptance Deadline" date (15 days if none stated) or

The balance, including any adjustments set forth in this contract, less any amount of Seller financing or of Seller's loan being assumed as stipulated in this contract, if applicable, is to be paid at Closing by cashier's check, wire transfer or any form acceptable to Closing agent.

TPM / Initials BUYER and SELLER acknowledge they have read this page / SELLER SELLER



43 4. METHOD OF FINANCING.

44 Note: If Buyer's lender or Closing agent cannot fulfill their obligations under the Dodd-Frank Wall Street Reform and
45 Consumer Protection Act and the regulations promulgated by the Consumer Financial Protection Bureau, it may be
46 necessary for the Buyer to request Seller to agree to an extension of the Closing Date.

47 [X] Not Contingent Upon Financing. This contract is not contingent upon financing; however, Buyer reserves the right to finance
48 any portion of the purchase price.

49 [ ] Contingent Upon Financing. Buyer agrees to do all things necessary, including, but not limited to the execution of a loan
50 application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to
51 otherwise cooperate fully in order to obtain the financing described below. If Buyer does not deliver written notice, provided
52 by Buyer's lender, to Seller or listing broker, of Buyer's inability to obtain a loan approval on the terms described below on or
53 before \_\_\_\_\_ (or 30 days after the "Acceptance Deadline" date if none stated) (the Loan
54 Contingency Date) then this condition shall be deemed waived and Buyer's performance under this contract shall thereafter
55 not be conditioned upon Buyer's obtaining financing. If lender will not give Buyer such written notice then Buyer may directly
56 notify Seller or listing broker (on or before the Loan Contingency Date) by providing a notarized affidavit that Buyer has
57 complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such written notice from
58 lender. If Buyer has complied with the terms of this paragraph and has provided timely written notice to Seller or listing broker
59 of Buyer's inability to obtain the loan approval, then this contract shall be terminated with earnest money to be returned to
60 Buyer, subject to paragraph 12.

61 Note: If Loan Contingency Date passes without written notice as outlined above, Buyer remains obligated under this
62 contract. Therefore, Buyer should be certain that he will have the funds to close. If Buyer's performance under this
63 contract is to be independently conditioned upon the property appraising at a specified value, then Buyer should
64 complete and attach to this contract an appropriate appraisal rider.

65 Loan amount: \_\_\_\_\_ % of the purchase price OR \$ \_\_\_\_\_.

66 Initial interest rate not to exceed: \_\_\_\_\_ %. Amortization term: \_\_\_\_\_ years.

67 Other terms (none if blank): \_\_\_\_\_

68 LOAN TYPE: (Check applicable) [ ] Conventional [ ] FHA [ ] VA [ ] Other: \_\_\_\_\_

69 RATE TYPE: (Check applicable) [ ] Fixed Rate [ ] Adjustable Rate [ ] Other: \_\_\_\_\_

70 [ ] Seller agrees to pay, at Closing, a cost not to exceed \_\_\_\_\_ % of purchase price OR \$ \_\_\_\_\_
71 (\$0 if none stated) towards Buyer's closing costs, prepaids, points and other fees allowed by lender.

72 5. CLOSING AND POSSESSION.

73 Note: All parties are encouraged to use the same title company to reduce risk. If Seller does not close at the same title
74 company as Buyer, or Seller's choice of title company does not have a common underwriter with Buyer's title company,
75 then Seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds are
76 not protected by the title insurance underwriter.

77 The "Closing" is the exchange of the Seller's deed for the total purchase price. Seller shall be deemed to have received funds when
78 funds are received by Seller or Seller's title company. The Closing of this sale shall take place
79 within sixty (60) days of the Acceptance Deadline or any other date that both parties agree in writing. Buyer will close
80 at St. Louis Title, LLC \_\_\_\_\_, the title company which provides title insurance. Regardless of who closes
81 for Buyer, Seller may close at the title company of Seller's choice. Title will pass when the sale is closed. Seller to deliver
82 possession of the property and keys to Buyer no later than (check one only): [ ] Closing OR [X] \_\_\_\_\_ m (time) of
83 lease termination (date) but in no event prior to Closing as defined above. All parties agree to sign Closing documents
84 at a time that facilitates this possession. Note: If possession is to be delivered on a day other than Closing, as defined above,
85 parties should complete the appropriate rider. Deed as directed by Buyer. ~~Except for terms knowingly in possession~~ Seller
86 warrants that the property will be vacant and free of personal property (except as otherwise provided herein) and debris, at time of
87 possession and delivered to Buyer in its same condition (together with any improvements or repairs required by this contract),
88 ordinary wear and tear excepted, as it was on the date of this contract. Buyers should change locks and codes following possession.
89 Buyer and Seller authorize title company and/or Closing agent to release to broker(s) signed copies of the Closing statements.
90 Note: Parties are cautioned to always call to confirm instructions before sending any funds via wire transfer.

91 6. RIDERS. The following riders or supplements are attached hereto and incorporated herein as a part of this contract.

- 92 [ ] Appraisal Rider (Form #2046)
- 93 [ ] Back-Up Contract (Form #2120)
- 94 [ ] Contingency for Sale and Closing of Buyer's Property (Form #2092)
- 95 [ ] Contingency for Closing of Buyer's Property (Form #2092a)
- 96 [ ] Condominiums, Villas or Similar Lifestyle Communities (Form #2059)
- 97 [ ] FHA Loan Provision Rider (Form #2135fha)
- 98 [ ] Other: \_\_\_\_\_
- [ ] Possession by Buyer Prior to Closing (Form #2094)
- [ ] Possession by Seller After Closing (Form #2095)
- [ ] Rental Property Rider (Form #2096)
- [ ] Residential Lease (Form #2118)
- [ ] Review of Indentures/Restrictive Covenants (Form #2143)
- [ ] VA Loan Provision Rider (Form #2135va)
- [X] Other: Addendum "A", Exhibit "A" - Residential Lease Agreement

TPM / [initials] Initials BUYER and SELLER acknowledge they have read this page [initials] / [initials]
BUYER BUYER SELLER SELLER

99 7. **FRANCHISE DISCLOSURE.**

100 Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said  
101 Broker(s).

102 8. **TITLE AND SURVEY.**

103 Seller shall transfer title to Buyer by general warranty deed (or fiduciary deed, where applicable), subject to the following:  
104 a) zoning regulations; b) leases and occupancy of tenants existing on the date contract is executed by Buyer and disclosed to Buyer  
105 in writing before execution of contract by Buyer; c) general taxes payable in the current year and thereafter; d) any lien or  
106 encumbrance created by or assumed by Buyer in writing or any easement accepted by Buyer in writing; e) subdivision, use and  
107 other restrictions, rights of way and utility easements, all of record, which do not adversely affect the use of the property as it exists  
108 for residential purposes at the time of the contract.

109 **Check applicable box (whether "Seller to Order, Provide and Purchase Title" or "Buyer to Order, Provide and Purchase  
110 Title").**

111  **Seller to Order, Provide and Purchase Title. Note: Any Seller paid title costs set forth below are in addition to any  
112 Seller paid costs in Paragraph 4.**

113 Not later than \_\_\_\_\_ days (5 days if none stated) after the "Acceptance Deadline" date, Seller will order a commitment for  
114 title insurance to be provided to the Buyer for both an Owner's policy of title insurance and for a lender's policy of title insurance  
115 (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected in paragraph  
116 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the selling and listing broker. Seller  
117 shall pay for the title insurance (including title premium and title service charges), at Closing, at a cost not to exceed  
118 \$ \_\_\_\_\_. Buyer to pay title cost exceeding this amount.

119  **Buyer to Order, Provide and Purchase Title.**

120 Buyer may, at Buyer's option and expense, order a title examination and commitment to issue an Owner's and/or lender's policy  
121 of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in paragraph 5.

122 **Note: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review  
123 documents, and, if necessary, object to defects that may be discovered.**

124 Buyer may, at Buyer's option and expense, order a Boundary Survey and Improvement Location ("stake survey") or a Surveyor's Real  
125 Property Report (SRPR) of the property to determine if there are any defects, encroachments, overlaps, boundary line or acreage  
126 discrepancies, or other matters that would be disclosed on a survey.

127 **Note: A "stake survey" is generally required in order to obtain full survey coverage in an Owner's policy of title insurance.  
128 A SRPR may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or  
129 acreage discrepancies.**

130 If any defects are discovered as a result of the title examination, title commitment, or the survey, and if Buyer chooses to act on this  
131 contingency, Buyer shall within 60 days (25 days if none stated) after the "Acceptance Deadline" date, furnish a  
132 copy of the document evidencing the defect to Seller or listing broker stating, in writing, any title or survey defects that are 1)  
133 unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential purposes at the  
134 time of the contract. Failure by Seller or listing broker to receive such objections to title or survey within such time will constitute  
135 a waiver by Buyer of any objections to the title so long as Buyer is able to obtain at Closing, an Owner's title insurance policy in  
136 the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey defects, Seller has five  
137 (5) days from receipt of Buyer's notice of objection by Seller or listing broker, to agree in writing to correct the defects prior to  
138 Closing at Seller's expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2) additional days,  
139 agrees in writing to accept the title and survey "as is". If the contract is terminated in accordance with the provisions of this paragraph,  
140 Buyer's earnest money is to be returned, subject to paragraph 12 and Seller agrees to reimburse Buyer's cost to pay for title, survey,  
141 inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of the contract acceptance  
142 and Closing.

143 **Note: Easements, subdivision indentures, and government regulations may affect Buyer's intended use of the property.  
144 Construction of improvements (for example: a room addition, fence or swimming pool), non-residential use of the property  
145 (for example: use of a room for a business), or the right to keep certain vehicles or animals on the property, all may be  
146 affected. Buyer is advised to review all easements, government regulations, and subdivision indentures before making an  
147 offer to purchase the property if he plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys,  
148 indentures, or other matters affecting title or use of the property, Buyer should consult an attorney.**

149 9. **ADJUSTMENTS AND CLOSING COSTS.**

150 Adjustments, charges, and Closing costs are agreed to be paid by the parties (subject to Rider #2135fha or #2135va and current  
151 FHA and VA regulations) as follows:

152 **Buyer shall pay for (where applicable):**

- 153 • hazard insurance premium(s) and flood insurance premium, if required by lender;
- 154 • survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter fees) customarily paid by  
155 Buyer, subject to paragraph 8;
- 156 • any charges imposed by lender (for example: appraisal and credit report fees, loan discount points, loan origination fees,  
157 funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;

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- building, termite, and environmental inspections;
- the fair market value of any heating oil or propane gas in tank(s) on the property at Closing, based on supplier’s current charges;
- real estate compensation to broker per separate written agreement;
- municipal occupancy permit; and
- agreed upon repairs.

**Seller shall pay for (where applicable):**

- existing loans on property (if not assumed by Buyer);
- any expenses of Buyer’s loan agreed to in paragraph 4;
- title company charges (for example: Closing, release, escrow, wire and closing protection letter fees) customarily paid by Seller, subject to paragraph 8;
- municipal, Conservation District and fire district inspection fees;
- special taxes and special assessments levied before Closing;
- real estate compensation to broker per separate written agreement; Seller authorizes selling portion of commission to be paid directly to selling broker; and
- agreed upon repairs.

**Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the date of Closing (Seller to pay for last day):**

- current rents whether collected or not by Seller (Seller to receive rent for day of Closing); rents which are delinquent over thirty (30) days to be collected by Seller and not adjusted;
- general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- district improvement assessments for current year; Buyer to pay thereafter;
- subdivision upkeep assessments and monthly condominium fee;
- interest (when Buyer assumes existing loan); and
- flat rate utility charges (including water, sewer, and trash).

**10. INSPECTIONS, DISCLAIMERS, AND WARRANTIES.**

Within 60 days (10 days if none stated) after the “Acceptance Deadline” date (the “Inspection Period”), Buyer may purchase one or more written home inspection report(s) from any independent qualified inspector(s) of the property and improvements as deemed necessary by Buyer, including, but not limited to, environmental hazards; termite and wood-destroying insect infestation and damage; plumbing, including water, well, sewer, septic and waste-water treatment systems; roof and other structural improvements; heating and air conditioning systems and equipment; electrical systems and equipment; swimming pools and equipment; chimneys, flues and gas lines/fuel runs; basement leaks and exterior drainage; and mechanical equipment, including appliances. **Discovery of an unsafe condition(s) may result in immediate shut off of one or more appliances or utilities.** Buyer’s Inspection Period will end upon the delivery of the Inspection Notice described below or the time period stated above, whichever occurs first. Failure by Buyer to purchase and perform an inspection within the time period stated above shall constitute a waiver and acceptance of any conditions an inspection would have disclosed. **Buyer should contact law enforcement officials for information pertaining to whether registered sex offenders or other convicted criminals reside in the area.**

**Within the Inspection Period, Buyer shall furnish a written Inspection Notice to Seller or listing broker stating one of the following:**

- (1) Buyer is satisfied with the inspections. Delivery of inspection reports to Seller or listing broker is not required. If Seller or listing broker has not received the written Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of any inspections.
- (2) Buyer is terminating the contract, with earnest money to be returned to Buyer, subject to paragraph 12. In this case, Buyer shall have purchased one or more home inspection report(s) from an independent qualified inspector(s), as provided for above, which together cover the substantial structural elements and systems of the property. Buyer shall provide such report(s) to Seller or listing broker, if requested by Seller.
- (3) Buyer is willing to close upon satisfaction of the requirements set forth in the Inspection Notice which must be accompanied by a complete copy of the written inspection report(s), purchased by Buyer. The parties have a total of \_\_\_\_\_ days (10 days if none stated) after date of Seller or listing broker’s receipt of the Inspection Notice (the “Resolution Period”) to reach a written agreement as to the requirements set forth in the Inspection Notice, or as to an agreed upon monetary adjustment, or the contract is terminated, and earnest money deposit to be returned to Buyer, subject to paragraph 12. During the Resolution Period, either a written commitment by Seller to meet the requirements originally submitted by Buyer in the Inspection Notice, or a written commitment by Buyer to accept the property without such requirements, shall constitute an “agreement” for purposes of this paragraph even after earlier negotiation failed to produce an agreement.

Buyer acknowledges: 1) that listing broker and selling broker do not have expertise in determining any defects that may be disclosed by any inspections; 2) that Buyer will not rely upon listing broker or selling broker in any way as to the selection of a particular company for any inspections, warranties, and services; 3) that any inspections, warranties, and services may be available from more than one company and that the determination to select a particular company and the completeness and satisfaction of any said inspection, warranty or service is the sole responsibility of Buyer; 4) that when choosing an inspector, warranty, service company, title company, lender, repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years of experience; 5) that there have been no warranties, express or implied, by Seller or real estate brokers.

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Home Warranty (Check one):

- Buyer acknowledges that Seller is not providing a limited warranty or service agreement product as a part of this sale. Buyer may purchase one separately, if desired.
- Seller agrees to purchase, on or before Closing, a limited warranty or service agreement at a cost not to exceed \$ \_\_\_\_\_ and further described \_\_\_\_\_.

10a. INSURABILITY.

This contract is conditioned upon Buyer’s ability to obtain homeowner/hazard insurance for the property. If within 45 days (10 days if none stated) after the “Acceptance Deadline” date (the “Insurability Period”), Buyer does not deliver to Seller or Seller’s broker a written notice from an insurance company of Buyer’s inability to obtain homeowner/hazard insurance on the property, this condition shall be deemed waived and Buyer’s performance under this contract shall thereafter not be conditioned upon Buyer’s obtaining insurance. If Buyer has complied with the terms of this paragraph and has timely provided written notice to Seller of Buyer’s inability to obtain such insurance, then this contract shall be terminated with earnest money to be returned to Buyer, subject to paragraph 12. **Note: If an inspection by the Buyer’s insurance company is required, it shall be completed prior to the expiration of the Insurability Period. If the Buyer is obtaining a loan as referenced in paragraph 4, Buyer should communicate insurance information to lender prior to Loan Contingency Date.**

11. GOVERNMENTAL INSPECTIONS AND OCCUPANCY REQUESTS.

Seller agrees to immediately request any compliance inspection(s) including municipality, conservation, fire district or any other required governmental authority, at Seller's expense, when such inspection(s) are required. In the event the property and improvements do not meet such requirements or pass such inspection(s), Seller must notify Buyer in writing within 10 days (15 days if none stated) after the “Acceptance Deadline” date of any violations or requirements that Seller will not correct. **Failure of Seller to notify Buyer within this period shall constitute an elimination of Seller's ability to negotiate any violations or requirements of the inspections. In such event, Seller agrees to comply with all requirements of the inspections prior to Closing.** In the event Seller notifies Buyer of Seller’s refusal to correct all violations, Buyer and Seller have ten (10) days after date of Buyer's receipt of notification from Seller, in which to reach an agreement in writing as to which party will complete and pay for the required corrections, or to an agreed monetary adjustment at Closing in lieu of the correction. **Note: A monetary adjustment may affect the terms of Buyer's loan, e.g. down payment, interest rate and private mortgage insurance, and may also affect Buyer's ability to obtain an occupancy permit.** If no written agreement is reached within said ten (10) days, this contract is terminated and earnest money to be returned to Buyer, subject to paragraph 12. A written commitment within said ten (10) day period by Seller to make the required corrections, at Seller's expense prior to Closing, or a written commitment within said ten (10) day period by Buyer to accept the property without correction by Seller of those violations contained in the original list provided to Buyer by Seller shall also constitute an “agreement” for the purposes of this paragraph, even after earlier negotiations failed to produce an agreement. In instances where the Buyer must make the occupancy permit request (application) to initiate the inspection process, Buyer agrees to do so within four (4) days after the "Acceptance Deadline" date. Nothing herein shall require Buyer to close this sale if he is unable to obtain an occupancy permit after making a bonafide effort to do so. Buyer is cautioned not to rely on government inspections but should satisfy himself as to the condition of the property (see paragraph 10). Governmental jurisdictions vary in their occupancy requirements, including the time for applying for the permit and the number of occupants permitted. Buyer intends to have no more than \_\_\_\_\_ persons occupy the property.

11a. LAWN IRRIGATION SYSTEM / BACK FLOW CERTIFICATION.

If the property has a lawn irrigation system attached to the public water system, Seller must provide to Buyer, documentation (dated within 12 months prior to Closing) from a certified back flow inspector indicating that the proper back flow prevention device is installed and functioning properly.

12. EARNEST MONEY.

Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited within ten (10) banking days after the “Acceptance Deadline” date. Additional earnest money, if applicable, is to be deposited by escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the scheduled Closing date, shall be in the form of a cashier’s check or any other form acceptable to the escrow agent. If sale is closed, earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil action is filed to determine its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent’s attorney fees will be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds, received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute, Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial projected Closing date.

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Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations which apply to earnest money deposits. If the escrow agent is not a licensed broker, the parties are urged to have the escrow agent agree in writing to be bound by the provisions of this contract before being named as the escrow agent.

13. REMEDIES.

If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. If the default is by Buyer, Seller may either accept the earnest money as liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law or in equity. If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will be reimbursed, and balance to go one-half to Seller, and one-half divided equally between listing broker and selling broker (if working as subagent of Seller) in lieu of commission on this contract. If the default is by Seller, Buyer may either release Seller from liability upon Seller's release of the earnest money and reimbursement to Buyer for all direct costs and expenses, as specified in Buyer's notice of default (in lieu of making any claim in court), or may pursue any remedy at law and in equity, including enforcement of sale. Buyer's release of Seller does not relieve Seller of his liability to brokers under the listing contract. In the event of litigation between the parties, the prevailing party shall recover, in addition to damages or equitable relief, the cost of litigation including reasonable attorney's fee. This provision shall survive Closing and delivery of Seller's deed to Buyer.

14. LOSS.

Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered by this contract are damaged or destroyed, Seller shall immediately notify Buyer or selling broker in writing of the damage or destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior to Closing, to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled Closing, and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not to be restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or selling broker with a copy of any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to the amount of insurance proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b) terminate the contract, thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written notification to Seller or listing broker as to his election of (a) or (b) above within ten (10) days after the Buyer or selling broker's receipt of such information; and if not received by Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer may, at Buyer's option and by written notice to Seller or listing broker, extend the Closing date up to ten (10) days, during which time Buyer may make his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate the contract. If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned, subject to paragraph 12. Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

15. ASSIGNABILITY OF CONTRACT.

This contract is assignable by Buyer, but not without the written consent of Seller if: a) Seller is taking back a note and deed of trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under the contract.

16. MISCELLANEOUS PROVISIONS.

Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives, executors, administrators or assigns. This contract shall be considered a contract for the sale of real property and shall be construed in accordance with the laws of the State of Missouri. This contract constitutes the entire agreement between the parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

17. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).

Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act [26 U.S.C §1445] and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.

326 **18. CONSTRUCTION.**

327 Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or gender neutral, according  
328 to the context. When the term "listing broker" is used, it refers to one of the following: a) a broker working for the Seller under an  
329 agency listing contract; or b) a broker assisting the Seller as a transaction broker, whichever is appropriate. When the term "selling  
330 broker" is used, it refers to one of the following: a) a broker working for the Buyer under a buyer's agency agreement; b) a broker  
331 assisting the Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction broker, whichever is appropriate.  
332 The term "broker" shall include the broker's affiliated licensees (referred to as "salespeople"). **With the exception of the term**  
333 **"banking days" as used in paragraph 12, a day is defined as a 24-hour calendar day, seven (7) days per week.**

334 **19. ACCESS, FINAL WALK-THROUGH AND UTILITIES.**

335 Seller agrees to permit inspections of the property by inspectors, contractors, termite inspectors, surveyors, engineers and appraisers  
336 selected by Buyer as provided for in the contract, or inspections required by Buyer's lender or insurer, upon reasonable advance  
337 notice to Seller. Buyer and selling broker may also be present during these inspections. Seller grants Buyer, selling broker, and any  
338 inspector whose report prompted a request for repairs, the right to enter and walk-through the property, and the right to have the  
339 utilities transferred to Buyer, within four (4) days prior to Closing. The purpose of the walk-through is only for the Buyer to confirm  
340 that the property is in the same condition, ordinary wear and tear excepted, as it was on the date of this contract, and that repairs  
341 are completed in a workmanlike manner. Seller will arrange, at Seller's expense, to have all utilities turned on during the period  
342 specified for any inspection and the walk-through, unless utilities have been transferred to Buyer. Waiver of property and  
343 improvement inspections does not waive the right to a walk-through prior to Closing. The Closing does not relieve Seller of Seller's  
344 obligation to complete improvements and repairs required by this contract.

345 **20. FLOOD PLAIN.**

346 Buyer may terminate this contract if any portion of the property is located in a designated 100-year flood plain unless disclosed to  
347 Buyer in writing prior to contract. If terminated, earnest money to be returned to Buyer, subject to paragraph 12. Failure by Buyer  
348 to terminate within 10 days of actual knowledge of 100-year flood plain, or by Closing, whichever occurs first, shall be deemed a  
349 waiver by Buyer of this contingency.

350 **21. SPECIAL AGREEMENTS.**

351 Special agreements between Buyer and Seller forming a part of this contract: \_\_\_\_\_  
352 \_\_\_\_\_  
353 Addendum "A" is incorporated by reference.  
354 \_\_\_\_\_  
355 Seller and Purchaser hereby acknowledge and agree to enter into that certain lease agreement attached hereto as Exhibit  
356 upon Closing of the property.  
357 \_\_\_\_\_

358 **22. SQUARE FOOTAGE AND LOT SIZE DISCLOSURE.**

359 Broker is not an expert in measuring and does not measure the total square footage or lot size of the property. To the extent that  
360 Broker provides or shares information about the property, the information comes from one or more other sources, is only an  
361 approximation and is not verified by Broker. There may be differing standards used in Missouri for measuring total square footage  
362 of property, and the available information about total square footage can vary depending upon the source, the measurement standard  
363 that was used and the date of measurement. One source for total square footage is public information from the county assessor's  
364 office, but the county assessor's office does not warrant the accuracy of the information and neither does Broker. If you wish to  
365 have verifiable and accurate information about the total square footage of the property, you should retain a qualified professional  
366 appraiser to measure the property according to the measurement standard that the appraiser deems appropriate. The price per square  
367 foot for any property is a calculation based upon, among other things, total square footage, so price per square foot also is only an  
368 approximation and is subject to the same uncertainties and limitations described in this paragraph. If you wish to have verifiable  
369 and accurate information on lot size you should retain a licensed surveyor.

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BUYER BUYER SELLER SELLER

23. SELLER'S DISCLOSURE STATEMENT. (Check one)

- Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's Disclosure Statement for this property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any concerns Buyer may have about information in the statement by use of contingencies in the contract.
- Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline" date. Buyer shall have three (3) days after the "Acceptance Deadline" date to review said statements and to declare in writing that the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise, this contingency shall be deemed as waived by Buyer.
- No Seller's Disclosure Statement will be provided by Seller.

By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this contract. Seller will fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab, production or storage site for methamphetamine, or was the residence of a person convicted of crimes related to methamphetamine, Seller will attach a written description.

Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract.

24. RELATIONSHIPS & COMMUNICATIONS DISCLOSURES.

Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than the first showing of the property, upon first contact, or immediately upon the occurrence of a change to the relationship.

Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the Selling Licensee.

Licensee assisting Seller is a: (Check appropriate box)

- Seller's Agent: Licensee is acting on behalf of the Seller.
- Buyer's Agent: Licensee is acting on behalf of the Buyer.
- Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
- Designated Agent: Licensee has been designated to act on behalf of the Seller.
- Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

Licensee Personal Interest Disclosure: (Complete only if applicable)

Pace Properties, Inc. (insert name of licensee) is a real estate broker or salesperson licensed in the state of Missouri and is (Check one or more, as applicable)
 a party to this transaction;  a principal of and/or has a direct or indirect ownership interest with  Seller  Buyer; and/or
 an immediate family member of  Seller  Buyer  Other Specify: \_\_\_\_\_

Licensee assisting Buyer is a: (Check appropriate box)

- Buyer's Agent: Licensee is acting on behalf of the Buyer.
- Seller's Agent: Licensee is acting on behalf of the Seller.
- Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- Subagent of Seller: Licensee is acting on behalf of the Seller.

Licensee Personal Interest Disclosure: (Complete only if applicable)

Pace Properties, Inc. (insert name of licensee) is a real estate broker or salesperson licensed in the state of Missouri and is (Check one or more, as applicable)
 a party to this transaction;  a principal of and/or has a direct or indirect ownership interest with  Seller  Buyer; and/or
 an immediate family member of  Seller  Buyer  Other Specify: \_\_\_\_\_

Seller agrees to pay a commission of 3% of the total Purchase Price to Pace Properties, Inc.
Sources of Compensation to Broker(s), including commissions and/or other fees:  Seller  Buyer

Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.

By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties. All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction Act as adopted by the state of Missouri.

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418 Pace Properties Inc.  
 419 Brokerage Firm Name Assisting Buyer  
 420 Broker's Firm State License ID#: 000004075  
 421 By (Signature): *[Signature]*  
 422 Printed Name: Richard J Dames  
 423 Licensee State License ID#: 2021029504  
 424 Date: 03/19/2024 MLS ID: None

Brokerage Firm Name Assisting Seller  
 Broker's Firm State License ID#: \_\_\_\_\_  
 By (Signature): \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Licensee State License ID#: \_\_\_\_\_  
 Date: \_\_\_\_\_ MLS ID: \_\_\_\_\_

425 OFFER to be accepted by Seller by: 5:00 pm of March 22, 2024  
 426 *Phil Wheeler* 3/20/2024  
 427 BUYER SIGNATURE DATE BUYER SIGNATURE DATE

428 TEA Properties Missouri, LLC  
 429 Buyer Printed Name Buyer Printed Name

430 SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.  
 431 *Michael Jay Hudson* 19/03/2024  
 432 SELLER SIGNATURE TIME and DATE SELLER SIGNATURE TIME and DATE

433 LTO Enterprises, Inc., a Missouri corporation  
 434 Seller Printed Name Seller Printed Name

435 OR \_\_\_\_\_ (initials) WE REJECT THIS OFFER AND MAKE A COUNTEROFFER.  
 436 (use Form #2164 Sale Contract Counteroffer Form).

437 OR \_\_\_\_\_ (initials) WE REJECT THIS OFFER.  
 438 Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to  
 439 the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).



This document has legal consequences. If you do not understand it, consult your attorney. The text of this form may not be altered in any manner without written acknowledgement of all parties.

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Form # 2090 07/23

RESIDENTIAL SALE CONTRACT

DATE: 3-19-24 JMM

1. PARTIES AND PROPERTY.

TEA Properties Missouri, LLC, a Missouri limited liability company, Buyer(s), agrees to purchase from the undersigned Seller, the following real property in the municipality of (if incorporated) Wentzville, County of St. Charles, Missouri (legal description on Seller's title to govern) being all the real property Seller owns at said address: 710 S. Elm, Wentzville, Missouri 63385

2. INCLUSIONS AND EXCLUSIONS.

Note: This contract, not the Seller's Disclosure Statement, the MLS or other promotional material, provides for what is to be included in this sale. To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question or unclear as to being considered a "fixture" such as electronic equipment. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

Access to Property

All Keys & Remote Entry Controls
Electric Garage Door Openers & Controls

Exterior

Exterior Lighting, Landscaping & Mailbox
Invisible Pet Fence Systems & Collars

System & Utilities

Built-in Heating, Ventilating & Cooling Systems
Security & Alarm Systems
Radiator Shields
Built-in Plumbing Systems & Fixtures
Water Softeners & Sump Pump
All Window Air Conditioning Units
Central Vacuum System & Attachments

Kitchen/Cooking Related

Dishwashers & Trash Compactors
Ovens/Ranges/Stoves and Attachments
Built-in Microwave Ovens
Attached Gas Fired Barbecue Grills

Electrical, Lighting & TV Related

All Lighting Fixtures & Ceiling Fans
Attached TV Antennas
Attached TV Mounts only
Flush Mounted Speakers
Fire/Fireplace Related
Artificial Fireplace Logs
Attached Fireplace Equipment & Doors

Flooring Related

Attached Floor Coverings

Window/Wall Related

Curtain /Drapery Hardware only
Blinds, Shades, Shutters & Awnings
Attached Mirrors & All Bathroom Mirrors
Attached Shelving/Closet Organizers
Screens & Storm Windows

Miscellaneous

All Articles Now Provided For Tenant Use
Remotes for All Included Items

In addition, the following items are included:

The following items are excluded:

3. PURCHASE PRICE.

\$ 440,000.00 is the total purchase price to be paid as follows:

\$ 10,000.00 earnest money (\$0 if none stated) (check one) [ ] received for delivery to OR [X] to be delivered to St. Louis Title, LLC, at 7701 Forsyth Blvd., Ste 200, St. Louis, MO escrow agent within days (3 days if none stated) after "Acceptance Deadline" date. Selling broker to be escrow agent if none specified above.

\$ additional earnest money (\$0 if none stated) to be delivered to escrow agent within days after the "Acceptance Deadline" date (15 days if none stated) or

The balance, including any adjustments set forth in this contract, less any amount of Seller financing or of Seller's loan being assumed as stipulated in this contract, if applicable, is to be paid at Closing by cashier's check, wire transfer or any form acceptable to Closing agent.

LAW

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43 4. METHOD OF FINANCING.

44 Note: If Buyer's lender or Closing agent cannot fulfill their obligations under the Dodd-Frank Wall Street Reform and
45 Consumer Protection Act and the regulations promulgated by the Consumer Financial Protection Bureau, it may be
46 necessary for the Buyer to request Seller to agree to an extension of the Closing Date.

47  Not Contingent Upon Financing. This contract is not contingent upon financing; however, Buyer reserves the right to finance
48 any portion of the purchase price.

49  Contingent Upon Financing. Buyer agrees to do all things necessary, including, but not limited to the execution of a loan
50 application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to
51 otherwise cooperate fully in order to obtain the financing described below. If Buyer does not deliver written notice, provided
52 by Buyer's lender, to Seller or listing broker, of Buyer's inability to obtain a loan approval on the terms described below on or
53 before \_\_\_\_\_ (or 30 days after the "Acceptance Deadline" date if none stated) (the Loan
54 Contingency Date) then this condition shall be deemed waived and Buyer's performance under this contract shall thereafter
55 not be conditioned upon Buyer's obtaining financing. If lender will not give Buyer such written notice then Buyer may directly
56 notify Seller or listing broker (on or before the Loan Contingency Date) by providing a notarized affidavit that Buyer has
57 complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such written notice from
58 lender. If Buyer has complied with the terms of this paragraph and has provided timely written notice to Seller or listing broker
59 of Buyer's inability to obtain the loan approval, then this contract shall be terminated with earnest money to be returned to
60 Buyer, subject to paragraph 12.

61 Note: If Loan Contingency Date passes without written notice as outlined above, Buyer remains obligated under this
62 contract. Therefore, Buyer should be certain that he will have the funds to close. If Buyer's performance under this
63 contract is to be independently conditioned upon the property appraising at a specified value, then Buyer should
64 complete and attach to this contract an appropriate appraisal rider.

65 Loan amount: \_\_\_\_\_ % of the purchase price OR \$ \_\_\_\_\_.

66 Initial interest rate not to exceed: \_\_\_\_\_ %. Amortization term: \_\_\_\_\_ years.

67 Other terms (none if blank): \_\_\_\_\_

68 LOAN TYPE: (Check applicable)  Conventional  FHA  VA  Other: \_\_\_\_\_

69 RATE TYPE: (Check applicable)  Fixed Rate  Adjustable Rate  Other: \_\_\_\_\_

70  Seller agrees to pay, at Closing, a cost not to exceed \_\_\_\_\_ % of purchase price OR \$ \_\_\_\_\_
71 (\$0 if none stated) towards Buyer's closing costs, prepaids, points and other fees allowed by lender.

72 5. CLOSING AND POSSESSION.

73 Note: All parties are encouraged to use the same title company to reduce risk. If Seller does not close at the same title
74 company as Buyer, or Seller's choice of title company does not have a common underwriter with Buyer's title company,
75 then Seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds are
76 not protected by the title insurance underwriter.

77 The "Closing" is the exchange of the Seller's deed for the total purchase price. Seller shall be deemed to have received funds when
78 funds are received by Seller or Seller's title company. The Closing of this sale shall take place on
79 within sixty (60) days of the Acceptance Deadline or any other date that both parties agree in writing. Buyer will close at
80 \_\_\_\_\_ St. Louis Title \_\_\_\_\_, the title company which provides title insurance. Regardless of who closes

81 for Buyer, Seller may close at the title company of Seller's choice. Title will pass when the sale is closed. Seller to deliver
82 possession of the property and keys to Buyer no later than (check one only):  Closing OR  time \_\_\_\_\_ ~~no later~~ of

83 lease termination (date) but in no event prior to Closing as defined above. All parties agree to sign Closing documents
84 at a time that facilitates this possession. Note: If possession is to be delivered on a day other than Closing, as defined above,
85 parties should complete the appropriate rider. Deed as directed by Buyer. Except for tenants lawfully in possession, Seller
86 warrants that the property will be vacant and free of personal property (except as otherwise provided herein) and debris, at time of
87 possession and delivered to Buyer in its same condition (together with any improvements or repairs required by this contract),
88 ordinary wear and tear excepted, as it was on the date of this contract. Buyers should change locks and codes following possession.
89 Buyer and Seller authorize title company and/or Closing agent to release to broker(s) signed copies of the Closing statements.

90 Note: Parties are cautioned to always call to confirm instructions before sending any funds via wire transfer.

91 6. RIDERS. The following riders or supplements are attached hereto and incorporated herein as a part of this contract.

- 92  Appraisal Rider (Form #2046)
- 93  Back-Up Contract (Form #2120)
- 94  Contingency for Sale and Closing of Buyer's Property (Form #2092)
- 95  Contingency for Closing of Buyer's Property (Form #2092a)
- 96  Condominiums, Villas or Similar Lifestyle Communities (Form #2059)
- 97  FHA Loan Provision Rider (Form #2135fha)
- 98  Other: \_\_\_\_\_
- Possession by Buyer Prior to Closing (Form #2094)
- Possession by Seller After Closing (Form #2095)
- Rental Property Rider (Form #2096)
- Residential Lease (Form #2118)
- Review of Indentures/Restrictive Covenants (Form #2143)
- VA Loan Provision Rider (Form #2135va)
- Other: \_\_\_\_\_

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7. FRANCHISE DISCLOSURE.

Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

8. TITLE AND SURVEY.

Seller shall transfer title to Buyer by general warranty deed (or fiduciary deed, where applicable), subject to the following: a) zoning regulations; b) leases and occupancy of tenants existing on the date contract is executed by Buyer and disclosed to Buyer in writing before execution of contract by Buyer; c) general taxes payable in the current year and thereafter; d) any lien or encumbrance created by or assumed by Buyer in writing or any easement accepted by Buyer in writing; e) subdivision, use and other restrictions, rights of way and utility easements, all of record, which do not adversely affect the use of the property as it exists for residential purposes at the time of the contract.

Check applicable box (whether "Seller to Order, Provide and Purchase Title" or "Buyer to Order, Provide and Purchase Title").

☐ Seller to Order, Provide and Purchase Title. Note: Any Seller paid title costs set forth below are in addition to any Seller paid costs in Paragraph 4.

Not later than \_\_\_\_\_ days (5 days if none stated) after the "Acceptance Deadline" date, Seller will order a commitment for title insurance to be provided to the Buyer for both an Owner's policy of title insurance and for a lender's policy of title insurance (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected in paragraph 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the selling and listing broker. Seller shall pay for the title insurance (including title premium and title service charges), at Closing, at a cost not to exceed \$\_\_\_\_\_. Buyer to pay title cost exceeding this amount.

☑ Buyer to Order, Provide and Purchase Title.

Buyer may, at Buyer's option and expense, order a title examination and commitment to issue an Owner's and/or lender's policy of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in paragraph 5.

Note: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review documents, and, if necessary, object to defects that may be discovered.

Buyer may, at Buyer's option and expense, order a Boundary Survey and Improvement Location ("stake survey") or a Surveyor's Real Property Report (SRPR) of the property to determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other matters that would be disclosed on a survey.

Note: A "stake survey" is generally required in order to obtain full survey coverage in an Owner's policy of title insurance. A SRPR may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or acreage discrepancies.

If any defects are discovered as a result of the title examination, title commitment, or the survey, and if Buyer chooses to act on this contingency, Buyer shall within \_\_\_\_\_ sixty (60) \_\_\_\_\_ days (25 days if none stated) after the "Acceptance Deadline" date, furnish a copy of the document evidencing the defect to Seller or listing broker stating, in writing, any title or survey defects that are 1) unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential purposes at the time of the contract. Failure by Seller or listing broker to receive such objections to title or survey within such time will constitute a waiver by Buyer of any objections to the title so long as Buyer is able to obtain at Closing, an Owner's title insurance policy in the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey defects, Seller has five (5) days from receipt of Buyer's notice of objection by Seller or listing broker, to agree in writing to correct the defects prior to Closing at Seller's expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2) additional days, agrees in writing to accept the title and survey "as is". If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned, subject to paragraph 12 and Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of the contract acceptance and Closing.

Note: Easements, subdivision indentures, and government regulations may affect Buyer's intended use of the property. Construction of improvements (for example: a room addition, fence or swimming pool), non-residential use of the property (for example: use of a room for a business), or the right to keep certain vehicles or animals on the property, all may be affected. Buyer is advised to review all easements, government regulations, and subdivision indentures before making an offer to purchase the property if he plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys, indentures, or other matters affecting title or use of the property, Buyer should consult an attorney.

9. ADJUSTMENTS AND CLOSING COSTS.

Adjustments, charges, and Closing costs are agreed to be paid by the parties (subject to Rider #2135fha or #2135va and current FHA and VA regulations) as follows:

Buyer shall pay for (where applicable):

- hazard insurance premium(s) and flood insurance premium, if required by lender;
- survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter fees) customarily paid by Buyer, subject to paragraph 8;
- any charges imposed by lender (for example: appraisal and credit report fees, loan discount points, loan origination fees, funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;

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- building, termite, and environmental inspections;
- the fair market value of any heating oil or propane gas in tank(s) on the property at Closing, based on supplier's current charges;
- real estate compensation to broker per separate written agreement;
- municipal occupancy permit; and
- agreed upon repairs.

**Seller shall pay for (where applicable):**

- existing loans on property (if not assumed by Buyer);
- any expenses of Buyer's loan agreed to in paragraph 4;
- title company charges (for example: Closing, release, escrow, wire and closing protection letter fees) customarily paid by Seller, subject to paragraph 8;
- municipal, Conservation District and fire district inspection fees;
- special taxes and special assessments levied before Closing;
- real estate compensation to broker per separate written agreement; Seller authorizes selling portion of commission to be paid directly to selling broker; and
- agreed upon repairs.

**Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the date of Closing (Seller to pay for last day):**

- current rents whether collected or not by Seller (Seller to receive rent for day of Closing); rents which are delinquent over thirty (30) days to be collected by Seller and not adjusted;
- general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- district improvement assessments for current year; Buyer to pay thereafter;
- subdivision upkeep assessments and monthly condominium fee;
- interest (when Buyer assumes existing loan); and
- flat rate utility charges (including water, sewer, and trash).

**10. INSPECTIONS, DISCLAIMERS, AND WARRANTIES.**

Within  sixty (60)  days (10 days if none stated) after the "Acceptance Deadline" date (the "Inspection Period"), Buyer may purchase one or more written home inspection report(s) from any independent qualified inspector(s) of the property and improvements as deemed necessary by Buyer, including, but not limited to, environmental hazards; termite and wood-destroying insect infestation and damage; plumbing, including water, well, sewer, septic and waste-water treatment systems; roof and other structural improvements; heating and air conditioning systems and equipment; electrical systems and equipment; swimming pools and equipment; chimneys, flues and gas lines/fuel runs; basement leaks and exterior drainage; and mechanical equipment, including appliances. **Discovery of an unsafe condition(s) may result in immediate shut off of one or more appliances or utilities.** Buyer's Inspection Period will end upon the delivery of the Inspection Notice described below or the time period stated above, whichever occurs first. Failure by Buyer to purchase and perform an inspection within the time period stated above shall constitute a waiver and acceptance of any conditions an inspection would have disclosed. **Buyer should contact law enforcement officials for information pertaining to whether registered sex offenders or other convicted criminals reside in the area.**

**Within the Inspection Period, Buyer shall furnish a written Inspection Notice to Seller or listing broker stating one of the following:**

- (1) Buyer is satisfied with the inspections. Delivery of inspection reports to Seller or listing broker is not required. If Seller or listing broker has not received the written Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of any inspections.
- (2) Buyer is terminating the contract, with earnest money to be returned to Buyer, subject to paragraph 12. In this case, Buyer shall have purchased one or more home inspection report(s) from an independent qualified inspector(s), as provided for above, which together cover the substantial structural elements and systems of the property. Buyer shall provide such report(s) to Seller or listing broker, if requested by Seller.
- (3) Buyer is willing to close upon satisfaction of the requirements set forth in the Inspection Notice which must be accompanied by a complete copy of the written inspection report(s), purchased by Buyer. The parties have a total of \_\_\_\_\_ days (10 days if none stated) after date of Seller or listing broker's receipt of the Inspection Notice (the "Resolution Period") to reach a written agreement as to the requirements set forth in the Inspection Notice, or as to an agreed upon monetary adjustment, or the contract is terminated, and earnest money deposit to be returned to Buyer, subject to paragraph 12. During the Resolution Period, either a written commitment by Seller to meet the requirements originally submitted by Buyer in the Inspection Notice, or a written commitment by Buyer to accept the property without such requirements, shall constitute an "agreement" for purposes of this paragraph even after earlier negotiation failed to produce an agreement.

Buyer acknowledges: 1) that listing broker and selling broker do not have expertise in determining any defects that may be disclosed by any inspections; 2) that Buyer will not rely upon listing broker or selling broker in any way as to the selection of a particular company for any inspections, warranties, and services; 3) that any inspections, warranties, and services may be available from more than one company and that the determination to select a particular company and the completeness and satisfaction of any said inspection, warranty or service is the sole responsibility of Buyer; 4) that when choosing an inspector, warranty, service company, title company, lender, repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years of experience; 5) that there have been no warranties, express or implied, by Seller or real estate brokers.

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BUYER BUYER

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SELLER SELLER

- 219 **Home Warranty (Check one):**
- 220  Buyer acknowledges that Seller is not providing a limited warranty or service agreement product as a part of this sale.
- 221 Buyer may purchase one separately, if desired.
- 222  Seller agrees to purchase, on or before Closing, a limited warranty or service agreement at a cost not to exceed \$ \_\_\_\_\_
- 223 and further described \_\_\_\_\_.

224 **10a. INSURABILITY.**

225 This contract is conditioned upon Buyer's ability to obtain homeowner/hazard insurance for the property. If within \_\_\_\_\_ days  
 226 (10 days if none stated) after the "Acceptance Deadline" date (the "Insurability Period"), Buyer does not deliver to Seller or Seller's  
 227 broker a written notice from an insurance company of Buyer's inability to obtain homeowner/hazard insurance on the property, this  
 228 condition shall be deemed waived and Buyer's performance under this contract shall thereafter not be conditioned upon Buyer's  
 229 obtaining insurance. If Buyer has complied with the terms of this paragraph and has timely provided written notice to Seller of  
 230 Buyer's inability to obtain such insurance, then this contract shall be terminated with earnest money to be returned to Buyer, subject  
 231 to paragraph 12. **Note: If an inspection by the Buyer's insurance company is required, it shall be completed prior to the**  
 232 **expiration of the Insurability Period. If the Buyer is obtaining a loan as referenced in paragraph 4, Buyer should**  
 233 **communicate insurance information to lender prior to Loan Contingency Date.**

234 **11. GOVERNMENTAL INSPECTIONS AND OCCUPANCY REQUESTS.**


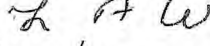
235 Seller agrees to immediately request any compliance inspection(s) including municipality, conservation, fire district or any other  
 236 required governmental authority, at Seller's expense, when such inspection(s) are required. In the event the property and  
 237 improvements do not meet such requirements or pass such inspection(s), Seller must notify Buyer in writing within  
 238 ten (10) days (15 days if none stated) after the "Acceptance Deadline" date of any violations or requirements that Seller  
 239 will not correct. **Failure of Seller to notify Buyer within this period shall constitute an elimination of Seller's ability to negotiate**  
 240 **any violations or requirements of the inspections. In such event, Seller agrees to comply with all requirements of the**  
 241 **inspections prior to Closing.** In the event Seller notifies Buyer of Seller's refusal to correct all violations, Buyer and Seller have  
 242 ten (10) days after date of Buyer's receipt of notification from Seller, in which to reach an agreement in writing as to which party will  
 243 complete and pay for the required corrections, or to an agreed monetary adjustment at Closing in lieu of the correction. **Note: A**  
 244 **monetary adjustment may affect the terms of Buyer's loan, e.g. down payment, interest rate and private mortgage insurance,**  
 245 **and may also affect Buyer's ability to obtain an occupancy permit.** If no written agreement is reached within said ten (10) days, this  
 246 contract is terminated and earnest money to be returned to Buyer, subject to paragraph 12. A written commitment within said ten (10)  
 247 day period by Seller to make the required corrections, at Seller's expense prior to Closing, or a written commitment within said ten  
 248 (10) day period by Buyer to accept the property without correction by Seller of those violations contained in the original list provided  
 249 to Buyer by Seller shall also constitute an "agreement" for the purposes of this paragraph, even after earlier negotiations failed to  
 250 produce an agreement. In instances where the Buyer must make the occupancy permit request (application) to initiate the inspection  
 251 process, Buyer agrees to do so within four (4) days after the "Acceptance Deadline" date. Nothing herein shall require Buyer to  
 252 close this sale if he is unable to obtain an occupancy permit after making a bonafide effort to do so. Buyer is cautioned not to rely on  
 253 government inspections but should satisfy himself as to the condition of the property (see paragraph 10). Governmental jurisdictions  
 254 vary in their occupancy requirements, including the time for applying for the permit and the number of occupants permitted. Buyer  
 255 intends to have no more than \_\_\_\_\_ persons occupy the property.

256 **11a. LAWN IRRIGATION SYSTEM / BACK FLOW CERTIFICATION.**

257 If the property has a lawn irrigation system attached to the public water system, Seller must provide to Buyer, documentation (dated  
 258 within 12 months prior to Closing) from a certified back flow inspector indicating that the proper back flow prevention device is  
 259 installed and functioning properly.

260 **12. EARNEST MONEY.**

261 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited  
 262 within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by  
 263 escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the  
 264 scheduled Closing date, shall be in the form of a cashier's check or any other form acceptable to the escrow agent. If sale is closed,  
 265 earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for  
 266 services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a  
 267 dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account  
 268 until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil action is filed to determine  
 269 its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent's attorney fees will  
 270 be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable  
 271 law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds,  
 272 received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute,  
 273 Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing  
 274 date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial projected  
 275 Closing date.

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276 **Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations which apply to**  
277 **earnest money deposits. If the escrow agent is not a licensed broker, the parties are urged to have the escrow agent agree in**  
278 **writing to be bound by the provisions of this contract before being named as the escrow agent.**

279 **13. REMEDIES.**

280 If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party  
281 in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the  
282 defaulting party with a deadline for curing the default. If the default is by Buyer, Seller may either accept the earnest money as  
283 liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law  
284 or in equity. If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will  
285 be reimbursed, and balance to go one-half to Seller, and one-half divided equally between listing broker and selling broker (if working  
286 as subagent of Seller) in lieu of commission on this contract. If the default is by Seller, Buyer may either release Seller from liability  
287 upon Seller's release of the earnest money and reimbursement to Buyer for all direct costs and expenses, as specified in Buyer's notice  
288 of default (in lieu of making any claim in court), or may pursue any remedy at law and in equity, including enforcement of sale.  
289 Buyer's release of Seller does not relieve Seller of his liability to brokers under the listing contract. In the event of litigation between  
290 the parties, the prevailing party shall recover, in addition to damages or equitable relief, the cost of litigation including  
291 reasonable attorney's fee. This provision shall survive Closing and delivery of Seller's deed to Buyer.

292 **14. LOSS.**

293 Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered  
294 by this contract are damaged or destroyed, Seller shall immediately notify Buyer or selling broker in writing of the damage or  
295 destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior to Closing,  
296 to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled Closing,  
297 and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not to be  
298 restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or selling broker with a copy of  
299 any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for  
300 Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to the amount of insurance  
301 proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive  
302 a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b) terminate the contract,  
303 thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer or  
304 selling broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written notification to Seller or listing  
305 broker as to his election of (a) or (b) above within ten (10) days after the Buyer or selling broker's receipt of such information; and  
306 if not received by Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer may, at Buyer's option  
307 and by written notice to Seller or listing broker, extend the Closing date up to ten (10) days, during which time Buyer may make  
308 his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate the contract. If the  
309 contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned, subject to  
310 paragraph 12. Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

311 **15. ASSIGNABILITY OF CONTRACT.**

312 This contract is assignable by Buyer, but not without the written consent of Seller if: a) Seller is taking back a note and deed of  
313 trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their  
314 obligations under the contract.

315 **16. MISCELLANEOUS PROVISIONS.**

316 Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central  
317 Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives,  
318 executors, administrators or assigns. This contract shall be considered a contract for the sale of real property and shall be construed  
319 in accordance with the laws of the State of Missouri. This contract constitutes the entire agreement between the parties hereto and  
320 there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not be changed, modified  
321 or amended, in whole or in part, except in writing signed by all parties.

322 **17. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).**

323 Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act [26 U.S.C §1445]  
324 and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.  
325

TPM / [PW] BUYER BUYER

Initials BUYER and SELLER acknowledge they have read this page

[Signature] SELLER SELLER

326 **18. CONSTRUCTION.**

327 Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or gender neutral, according  
328 to the context. When the term "listing broker" is used, it refers to one of the following: a) a broker working for the Seller under an  
329 agency listing contract; or b) a broker assisting the Seller as a transaction broker, whichever is appropriate. When the term "selling  
330 broker" is used, it refers to one of the following: a) a broker working for the Buyer under a buyer's agency agreement; b) a broker  
331 assisting the Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction broker, whichever is appropriate.  
332 The term "broker" shall include the broker's affiliated licensees (referred to as "salespeople"). **With the exception of the term**  
333 **"banking days" as used in paragraph 12, a day is defined as a 24-hour calendar day, seven (7) days per week.**

334 **19. ACCESS, FINAL WALK-THROUGH AND UTILITIES.**

335 Seller agrees to permit inspections of the property by inspectors, contractors, termite inspectors, surveyors, engineers and appraisers  
336 selected by Buyer as provided for in the contract, or inspections required by Buyer's lender or insurer, upon reasonable advance  
337 notice to Seller. Buyer and selling broker may also be present during these inspections. Seller grants Buyer, selling broker, and any  
338 inspector whose report prompted a request for repairs, the right to enter and walk-through the property, and the right to have the  
339 utilities transferred to Buyer, within four (4) days prior to Closing. The purpose of the walk-through is only for the Buyer to confirm  
340 that the property is in the same condition, ordinary wear and tear excepted, as it was on the date of this contract, and that repairs  
341 are completed in a workmanlike manner. Seller will arrange, at Seller's expense, to have all utilities turned on during the period  
342 specified for any inspection and the walk-through, unless utilities have been transferred to Buyer. Waiver of property and  
343 improvement inspections does not waive the right to a walk-through prior to Closing. The Closing does not relieve Seller of Seller's  
344 obligation to complete improvements and repairs required by this contract.

345 **20. FLOOD PLAIN.**

346 Buyer may terminate this contract if any portion of the property is located in a designated 100-year flood plain unless disclosed to  
347 Buyer in writing prior to contract. If terminated, earnest money to be returned to Buyer, subject to paragraph 12. Failure by Buyer  
348 to terminate within 10 days of actual knowledge of 100-year flood plain, or by Closing, whichever occurs first, shall be deemed a  
349 waiver by Buyer of this contingency.

350 **21. SPECIAL AGREEMENTS.**

351 Special agreements between Buyer and Seller forming a part of this contract: \_\_\_\_\_

352 \_\_\_\_\_  
353 Addendum "A" is incorporated by reference.

354 \_\_\_\_\_  
355 Seller and Purchaser hereby acknowledge and agree to enter into that certain lease agreement attached  
356 hereto as Exhibit A upon Closing.

357 Notwithstanding anything in this contract to the contrary, Purchaser will forfeit to Seller the \$10,000 earnest deposit if Purchaser  
\_\_\_\_\_ terminates this Contract for any reason.

358 **22. SQUARE FOOTAGE AND LOT SIZE DISCLOSURE.**

359 Broker is not an expert in measuring and does not measure the total square footage or lot size of the property. To the extent that  
360 Broker provides or shares information about the property, the information comes from one or more other sources, is only an  
361 approximation and is not verified by Broker. There may be differing standards used in Missouri for measuring total square footage  
362 of property, and the available information about total square footage can vary depending upon the source, the measurement standard  
363 that was used and the date of measurement. One source for total square footage is public information from the county assessor's  
364 office, but the county assessor's office does not warrant the accuracy of the information and neither does Broker. If you wish to  
365 have verifiable and accurate information about the total square footage of the property, you should retain a qualified professional  
366 appraiser to measure the property according to the measurement standard that the appraiser deems appropriate. The price per square  
367 foot for any property is a calculation based upon, among other things, total square footage, so price per square foot also is only an  
368 approximation and is subject to the same uncertainties and limitations described in this paragraph. If you wish to have verifiable  
369 and accurate information on lot size you should retain a licensed surveyor.

L A W

370 **23. SELLER'S DISCLOSURE STATEMENT. (Check one)**

- 371  Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's Disclosure Statement for this
- 372 property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is
- 373 advised to address any concerns Buyer may have about information in the statement by use of contingencies in the contract.
- 374  Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline" date.
- 375 Buyer shall have three (3) days after the "Acceptance Deadline" date to review said statements and to declare in writing that
- 376 the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise, this contingency
- 377 shall be deemed as waived by Buyer.
- 378  No Seller's Disclosure Statement will be provided by Seller.

379 By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this contract.  
380 Seller will fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any  
381 time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab, production or storage  
382 site for methamphetamine, or was the residence of a person convicted of crimes related to methamphetamine, Seller will attach a  
383 written description.

384 **Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract.**

385 **24. RELATIONSHIPS & COMMUNICATIONS DISCLOSURES.**

386 Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than the first showing of the property,  
387 upon first contact, or immediately upon the occurrence of a change to the relationship.

388 **Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the Selling**  
389 **Licensee.**

390 **Licensee assisting Seller is a: (Check appropriate box)**

- 391  Seller's Agent: Licensee is acting on behalf of the Seller.
- 392  Buyer's Agent: Licensee is acting on behalf of the Buyer.
- 393  Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
- 394  Designated Agent: Licensee has been designated to act on behalf of the Seller.
- 395  Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

396 **Licensee Personal Interest Disclosure: (Complete only if applicable)**

397 \_\_\_\_\_ (insert name of licensee) is a real  
398 estate broker or salesperson licensed in the state of \_\_\_\_\_ and is (Check one or more, as applicable)  
399  a party to this transaction;  a principal of and/or has a direct or indirect ownership interest with  Seller  Buyer; and/or  
400  an immediate family member of  Seller  Buyer  Other Specify: \_\_\_\_\_

401 **Licensee assisting Buyer is a: (Check appropriate box)**

- 402  Buyer's Agent: Licensee is acting on behalf of the Buyer.
- 403  Seller's Agent: Licensee is acting on behalf of the Seller.
- 404  Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- 405  Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- 406  Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- 407  Subagent of Seller: Licensee is acting on behalf of the Seller.

408 **Licensee Personal Interest Disclosure: (Complete only if applicable)**

409 \_\_\_\_\_ Pace Properties, Inc. (insert name of licensee) is a real  
410 estate broker or salesperson licensed in the state of \_\_\_\_\_ Missouri and is (Check one or more, as applicable)  
411  a party to this transaction;  a principal of and/or has a direct or indirect ownership interest with  Seller  Buyer; and/or  
412  an immediate family member of  Seller  Buyer  Other Specify: \_\_\_\_\_

413 **Sources of Compensation to Broker(s), including commissions and/or other fees:**  Seller  Buyer

414 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.

415 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.  
416 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic  
417 Transaction Act as adopted by the state of Missouri.

*LAW*

TPM / PLW Initials BUYER and SELLER acknowledge they have read this page \_\_\_\_\_ / \_\_\_\_\_  
BUYER BUYER SELLER SELLER



53872170

418 Pace Properties, Inc.  
419 Brokerage Firm Name Assisting Buyer  
420 Broker's Firm State License ID#: \_\_\_\_\_  
421 By (Signature): \_\_\_\_\_  
422 Printed Name: \_\_\_\_\_  
423 Licensee State License ID#: \_\_\_\_\_  
424 Date: \_\_\_\_\_ MLS ID: \_\_\_\_\_

*Coldwell Banker Realty/Gundaker*  
Brokerage Firm Name Assisting Seller  
Broker's Firm State License ID#: 2010942155  
By (Signature): *John M. Cochran*  
Printed Name: John M. Cochran  
Licensee State License ID#: 2001012201  
Date: 3/19/24 MLS ID: JOCOCHRA

425 OFFER to be accepted by Seller by: 5:00 pm m of \_\_\_\_\_  
426 Phil Wheeler 3/19/2024

March 22, 2024

427 BUYER SIGNATURE DATE

BUYER SIGNATURE DATE

428 TEA Properties Missouri, LLC  
429 Buyer Printed Name

Buyer Printed Name

430 SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.

431 Lou Ann Wibe 11:32 AM 3/19/2024  
432 SELLER SIGNATURE TIME and DATE

SELLER SIGNATURE TIME and DATE

433 Terrence Wibe and Lou Ann Wibe Revocable Living Trust  
434 Seller Printed Name

Seller Printed Name

435 OR \_\_\_\_\_ (initials) WE REJECT THIS OFFER AND MAKE A COUNTEROFFER.  
436 (use Form #2164 Sale Contract Counteroffer Form).

437 OR \_\_\_\_\_ (initials) WE REJECT THIS OFFER.

438 Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to  
439 the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).

**ADDENDUM "A" TO RESIDENTIAL SALE CONTRACT BY AND BETWEEN TEA PROPERTIES MISSOURI, LLC (and/or its "assigns") as "BUYER" AND TERRENCE WIBE AND LOU ANN WIBE REVOCABLE LIVING TRUST, "SELLER" DATED 3/19, 2024 (the "Contract")**

It is hereby acknowledged and agreed by both Buyer and Seller that this Addendum "A" is made a part of the above referenced Contract. The closing is contingent to the items listed below. If there are inconsistencies between the Contract and this Addendum, the provisions of the Addendum shall control. Capitalized terms herein shall have the meaning prescribed to them in the Contract.

- 1. **Lines 124 through 129 of Section 8** are deleted in their entirety and replaced with:

On or before 60 days after the "Acceptance Deadline", Buyer, at Buyer's sole cost and expense, may obtain an ALTA survey (the "**Survey**") of the Property.

- 2. **Lines 203 through 210 of Section 10** are deleted in their entirety

Accepted:

Accepted: 3-19-2024

Buyer:

Seller:

**TEA PROPERTIES MISSOURI, LLC**

*Lou Ann Wibe*  
**TERRENCE WIBE AND LOU ANN WIBE  
REVOCABLE LIVING TRUST**

DocuSigned by:  
*Phil Wheeler*  
By: \_\_\_\_\_  
Name: Phil Wheeler  
Title: Authorized Signer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

If you do not understand it, consult your attorney.  
The text of this form may not be altered in any manner  
without written acknowledgement of all parties.

Approved by Counsel for St. Louis REALTORS® and by the Bar  
Association of Metropolitan St. Louis. To be used exclusively by  
REALTOR® members of St. Louis REALTORS®, those issued a use  
license by St. Louis REALTORS®, and members of the Bar Association  
of Metropolitan St. Louis.

44431458

Form # 2090 07/23

RESIDENTIAL SALE CONTRACT

DATE: March 13, 2024

1. PARTIES AND PROPERTY.

Tea Properties Missouri, LLC, a Missouri limited liability company, Buyer(s), agrees to purchase from the undersigned Seller, the following real property in the municipality of (if incorporated) Wentzville, County of St. Charles, Missouri (legal description on Seller's title to govern) being all the real property Seller owns at said address: 711 Whitehead Street, Wentzville, Missouri 63385.

2. INCLUSIONS AND EXCLUSIONS.

Note: This contract, not the Seller's Disclosure Statement, the MLS or other promotional material, provides for what is to be included in this sale. To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question or unclear as to being considered a "fixture" such as electronic equipment. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

Access to Property

All Keys & Remote Entry Controls  
Electric Garage Door Openers & Controls

Exterior

Exterior Lighting, Landscaping & Mailbox  
Invisible Pet Fence Systems & Collars

System & Utilities

Built-in Heating, Ventilating & Cooling Systems  
Security & Alarm Systems  
Radiator Shields  
Built-in Plumbing Systems & Fixtures  
Water Softeners & Sump Pump  
All Window Air Conditioning Units  
Central Vacuum System & Attachments

Kitchen/Cooking Related

Dishwashers & Trash Compactors  
Ovens/Ranges/Stoves and Attachments  
Built-in Microwave Ovens  
Attached Gas Fired Barbecue Grills

Electrical, Lighting & TV Related

All Lighting Fixtures & Ceiling Fans  
Attached TV Antennas  
Attached TV Mounts only  
Flush Mounted Speakers

Fire/Fireplace Related

Artificial Fireplace Logs  
Attached Fireplace Equipment & Doors

Flooring Related

Attached Floor Coverings

Window/Wall Related

Curtain /Drapery Hardware only  
Blinds, Shades, Shutters & Awnings  
Attached Mirrors & All Bathroom Mirrors  
Attached Shelving/Closet Organizers  
Screens & Storm Windows

Miscellaneous

All Articles Now Provided For Tenant Use  
Remotes for All Included Items

In addition, the following items are included:

The following items are excluded: Refrigerator, electric fireplace

3. PURCHASE PRICE.

\$ 468,650.00 is the total purchase price to be paid as follows:

\$ 10,000.00 earnest money (\$0 if none stated) (check one) [ ] received for delivery to OR [X] to be delivered to St. Louis Title, LLC, at 7701 Forsyth Blvd. Ste. 200, St. Louis, MO escrow agent within 10 business days (3 days if none stated) after "Acceptance Deadline" date. Selling broker to be escrow agent if none specified above.

\$ additional earnest money (\$0 if none stated) to be delivered to escrow agent within days after the "Acceptance Deadline" date (15 days if none stated) or

The balance, including any adjustments set forth in this contract, less any amount of Seller financing or of Seller's loan being assumed as stipulated in this contract, if applicable, is to be paid at Closing by cashier's check, wire transfer or any form acceptable to Closing agent.

TPM Initials BUYER and SELLER acknowledge they have read this page E-Signed/ BUYER BUYER SELLER SELLER

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4. METHOD OF FINANCING.

Note: If Buyer's lender or Closing agent cannot fulfill their obligations under the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated by the Consumer Financial Protection Bureau, it may be necessary for the Buyer to request Seller to agree to an extension of the Closing Date.

[X] Not Contingent Upon Financing. This contract is not contingent upon financing; however, Buyer reserves the right to finance any portion of the purchase price.

[ ] Contingent Upon Financing. Buyer agrees to do all things necessary, including, but not limited to the execution of a loan application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to otherwise cooperate fully in order to obtain the financing described below. If Buyer does not deliver written notice, provided by Buyer's lender, to Seller or listing broker, of Buyer's inability to obtain a loan approval on the terms described below on or before \_\_\_\_\_ (or 30 days after the "Acceptance Deadline" date if none stated) (the Loan Contingency Date) then this condition shall be deemed waived and Buyer's performance under this contract shall thereafter not be conditioned upon Buyer's obtaining financing. If lender will not give Buyer such written notice then Buyer may directly notify Seller or listing broker (on or before the Loan Contingency Date) by providing a notarized affidavit that Buyer has complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such written notice from lender. If Buyer has complied with the terms of this paragraph and has provided timely written notice to Seller or listing broker of Buyer's inability to obtain the loan approval, then this contract shall be terminated with earnest money to be returned to Buyer, subject to paragraph 12.

Note: If Loan Contingency Date passes without written notice as outlined above, Buyer remains obligated under this contract. Therefore, Buyer should be certain that he will have the funds to close. If Buyer's performance under this contract is to be independently conditioned upon the property appraising at a specified value, then Buyer should complete and attach to this contract an appropriate appraisal rider.

Loan amount: \_\_\_\_\_ % of the purchase price OR \$ \_\_\_\_\_.

Initial interest rate not to exceed: \_\_\_\_\_ %. Amortization term: \_\_\_\_\_ years.

Other terms (none if blank): \_\_\_\_\_

LOAN TYPE: (Check applicable) [ ] Conventional [ ] FHA [ ] VA [ ] Other: \_\_\_\_\_

RATE TYPE: (Check applicable) [ ] Fixed Rate [ ] Adjustable Rate [ ] Other: \_\_\_\_\_

[ ] Seller agrees to pay, at Closing, a cost not to exceed \_\_\_\_\_ % of purchase price OR \$ \_\_\_\_\_ (\$0 if none stated) towards Buyer's closing costs, prepaids, points and other fees allowed by lender.

5. CLOSING AND POSSESSION.

Note: All parties are encouraged to use the same title company to reduce risk. If Seller does not close at the same title company as Buyer, or Seller's choice of title company does not have a common underwriter with Buyer's title company, then Seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds are not protected by the title insurance underwriter.

The "Closing" is the exchange of the Seller's deed for the total purchase price. Seller shall be deemed to have received funds when funds are received by Seller or Seller's title company. The Closing of this sale shall take place within sixty (60) days of the Acceptance Deadline or any other date that both parties agree in writing. Buyer will close at St. Louis Title, LLC, the title company which provides title insurance. Regardless of who closes for Buyer, Seller may close at the title company of Seller's choice. Title will pass when the sale is closed. Seller to deliver possession of the property and keys to Buyer no later than (check one only): [ ] Closing OR [X] \_\_\_\_\_ m (time) of lease termination (date) but in no event prior to Closing as defined above. All parties agree to sign Closing documents at a time that facilitates this possession. Note: If possession is to be delivered on a day other than Closing, as defined above, parties should complete the appropriate rider. Deed as directed by Buyer. ~~Except for taxes lawfully in possession~~

Seller warrants that the property will be vacant and free of personal property (except as otherwise provided herein) and debris, at time of possession and delivered to Buyer in its same condition (together with any improvements or repairs required by this contract), ordinary wear and tear excepted, as it was on the date of this contract. Buyers should change locks and codes following possession. Buyer and Seller authorize title company and/or Closing agent to release to broker(s) signed copies of the Closing statements. Note: Parties are cautioned to always call to confirm instructions before sending any funds via wire transfer.

6. RIDERS. The following riders or supplements are attached hereto and incorporated herein as a part of this contract.

- [ ] Appraisal Rider (Form #2046) [ ] Possession by Buyer Prior to Closing (Form #2094)
[ ] Back-Up Contract (Form #2120) [ ] Possession by Seller After Closing (Form #2095)
[ ] Contingency for Sale and Closing of Buyer's Property (Form #2092) [ ] Rental Property Rider (Form #2096)
[ ] Contingency for Closing of Buyer's Property (Form #2092a) [ ] Residential Lease (Form #2118)
[ ] Condominiums, Villas or Similar Lifestyle Communities (Form #2059) [ ] Review of Indentures/Restrictive Covenants (Form #2143)
[ ] FHA Loan Provision Rider (Form #2135fha) [ ] VA Loan Provision Rider (Form #2135va)
[ ] Other: \_\_\_\_\_ [ ] Other: Addendum "A", Residential Lease Agreement

TPM / [Signature] Initials BUYER and SELLER acknowledge they have read this page E-Signed BUYER BUYER SELLER SELLER

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7. **FRANCHISE DISCLOSURE.**

Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

8. **TITLE AND SURVEY.**

Seller shall transfer title to Buyer by general warranty deed (or fiduciary deed, where applicable), subject to the following: a) zoning regulations; b) leases and occupancy of tenants existing on the date contract is executed by Buyer and disclosed to Buyer in writing before execution of contract by Buyer; c) general taxes payable in the current year and thereafter; d) any lien or encumbrance created by or assumed by Buyer in writing or any easement accepted by Buyer in writing; e) subdivision, use and other restrictions, rights of way and utility easements, all of record, which do not adversely affect the use of the property as it exists for residential purposes at the time of the contract.

**Check applicable box (whether "Seller to Order, Provide and Purchase Title" or "Buyer to Order, Provide and Purchase Title").**

**Seller to Order, Provide and Purchase Title. Note: Any Seller paid title costs set forth below are in addition to any Seller paid costs in Paragraph 4.**

Not later than \_\_\_\_\_ days (5 days if none stated) after the "Acceptance Deadline" date, Seller will order a commitment for title insurance to be provided to the Buyer for both an Owner's policy of title insurance and for a lender's policy of title insurance (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected in paragraph 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the selling and listing broker. Seller shall pay for the title insurance (including title premium and title service charges), at Closing, at a cost not to exceed \$ \_\_\_\_\_. Buyer to pay title cost exceeding this amount.

**Buyer to Order, Provide and Purchase Title.**

Buyer may, at Buyer's option and expense, order a title examination and commitment to issue an Owner's and/or lender's policy of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in paragraph 5.

**Note: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review documents, and, if necessary, object to defects that may be discovered.**

Buyer may, at Buyer's option and expense, order a Boundary Survey and Improvement Location ("stake survey") or a Surveyor's Real Property Report (SRPR) of the property to determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other matters that would be disclosed on a survey.

**Note: A "stake survey" is generally required in order to obtain full survey coverage in an Owner's policy of title insurance. A SRPR may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or acreage discrepancies.**

If any defects are discovered as a result of the title examination, title commitment, or the survey, and if Buyer chooses to act on this contingency, Buyer shall within 60 days (25 days if none stated) after the "Acceptance Deadline" date, furnish a copy of the document evidencing the defect to Seller or listing broker stating, in writing, any title or survey defects that are 1) unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential purposes at the time of the contract. Failure by Seller or listing broker to receive such objections to title or survey within such time will constitute a waiver by Buyer of any objections to the title so long as Buyer is able to obtain at Closing, an Owner's title insurance policy in the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey defects, Seller has five (5) days from receipt of Buyer's notice of objection by Seller or listing broker, to agree in writing to correct the defects prior to Closing at Seller's expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2) additional days, agrees in writing to accept the title and survey "as is". If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned, subject to paragraph 12 and Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of the contract acceptance and Closing.

**Note: Easements, subdivision indentures, and government regulations may affect Buyer's intended use of the property. Construction of improvements (for example: a room addition, fence or swimming pool), non-residential use of the property (for example: use of a room for a business), or the right to keep certain vehicles or animals on the property, all may be affected. Buyer is advised to review all easements, government regulations, and subdivision indentures before making an offer to purchase the property if he plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys, indentures, or other matters affecting title or use of the property, Buyer should consult an attorney.**

9. **ADJUSTMENTS AND CLOSING COSTS.**

Adjustments, charges, and Closing costs are agreed to be paid by the parties (subject to Rider #2135fha or #2135va and current FHA and VA regulations) as follows:

**Buyer shall pay for (where applicable):**

- hazard insurance premium(s) and flood insurance premium, if required by lender;
- survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter fees) customarily paid by Buyer, subject to paragraph 8;
- any charges imposed by lender (for example: appraisal and credit report fees, loan discount points, loan origination fees, funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;

TPM / [PW] Initials BUYER and SELLER acknowledge they have read this page E-Signed/ SELLER SELLER

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- 158 • building, termite, and environmental inspections;
- 159 • the fair market value of any heating oil or propane gas in tank(s) on the property at Closing, based on supplier's current charges;
- 160 • real estate compensation to broker per separate written agreement;
- 161 • municipal occupancy permit; and
- 162 • agreed upon repairs.

163 **Seller shall pay for (where applicable):**

- 164 • existing loans on property (if not assumed by Buyer);
- 165 • any expenses of Buyer's loan agreed to in paragraph 4;
- 166 • title company charges (for example: Closing, release, escrow, wire and closing protection letter fees) customarily paid by Seller, subject to paragraph 8;
- 167 • municipal, Conservation District and fire district inspection fees;
- 168 • special taxes and special assessments levied before Closing;
- 169 • real estate compensation to broker per separate written agreement; Seller authorizes selling portion of commission to be paid directly to selling broker; and
- 171 • agreed upon repairs.

173 **Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the date of Closing (Seller to pay for last day):**

- 175 • current rents whether collected or not by Seller (Seller to receive rent for day of Closing); rents which are delinquent over thirty (30) days to be collected by Seller and not adjusted;
- 176 • general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- 177 • district improvement assessments for current year; Buyer to pay thereafter;
- 178 • subdivision upkeep assessments and monthly condominium fee;
- 179 • interest (when Buyer assumes existing loan); and
- 180 • flat rate utility charges (including water, sewer, and trash).


182 **10. INSPECTIONS, DISCLAIMERS, AND WARRANTIES.**

183 Within 60 days (10 days if none stated) after the "Acceptance Deadline" date (the "Inspection Period"), Buyer may purchase one or more written home inspection report(s) from any independent qualified inspector(s) of the property and improvements as deemed necessary by Buyer, including, but not limited to, environmental hazards; termite and wood-destroying insect infestation and damage; plumbing, including water, well, sewer, septic and waste-water treatment systems; roof and other structural improvements; heating and air conditioning systems and equipment; electrical systems and equipment; swimming pools and equipment; chimneys, flues and gas lines/fuel runs; basement leaks and exterior drainage; and mechanical equipment, including appliances. **Discovery of an unsafe condition(s) may result in immediate shut off of one or more appliances or utilities.** Buyer's Inspection Period will end upon the delivery of the Inspection Notice described below or the time period stated above, whichever occurs first. Failure by Buyer to purchase and perform an inspection within the time period stated above shall constitute a waiver and acceptance of any conditions an inspection would have disclosed. **Buyer should contact law enforcement officials for information pertaining to whether registered sex offenders or other convicted criminals reside in the area.**

194 **Within the Inspection Period, Buyer shall furnish a written Inspection Notice to Seller or listing broker stating one of the following:**

- 196 (1) Buyer is satisfied with the inspections. Delivery of inspection reports to Seller or listing broker is not required. If Seller or listing broker has not received the written Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of any inspections.
- 199 (2) Buyer is terminating the contract, with earnest money to be returned to Buyer, subject to paragraph 12. In this case, Buyer shall have purchased one or more home inspection report(s) from an independent qualified inspector(s), as provided for above, which together cover the substantial structural elements and systems of the property. Buyer shall provide such report(s) to Seller or listing broker, if requested by Seller.
- 203 (3) Buyer is willing to close upon satisfaction of the requirements set forth in the Inspection Notice which must be accompanied by a complete copy of the written inspection report(s), purchased by Buyer. The parties have a total of \_\_\_\_\_ days (10 days if none stated) after date of Seller or listing broker's receipt of the Inspection Notice (the "Resolution Period") to reach a written agreement as to the requirements set forth in the Inspection Notice, or as to an agreed upon monetary adjustment, or the contract is terminated, and earnest money deposit to be returned to Buyer, subject to paragraph 12. During the Resolution Period, either a written commitment by Seller to meet the requirements originally submitted by Buyer in the Inspection Notice, or a written commitment by Buyer to accept the property without such requirements, shall constitute an "agreement" for purposes of this paragraph even after earlier negotiation failed to produce an agreement.

211 Buyer acknowledges: 1) that listing broker and selling broker do not have expertise in determining any defects that may be disclosed by any inspections; 2) that Buyer will not rely upon listing broker or selling broker in any way as to the selection of a particular company for any inspections, warranties, and services; 3) that any inspections, warranties, and services may be available from more than one company and that the determination to select a particular company and the completeness and satisfaction of any said inspection, warranty or service is the sole responsibility of Buyer; 4) that when choosing an inspector, warranty, service company, title company, lender, repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years of experience; 5) that there have been no warranties, express or implied, by Seller or real estate brokers.

  
 \_\_\_\_\_  
 Initials BUYER and SELLER acknowledge they have read this page E-Signed/  
 BUYER BUYER SELLER SELLER

**Home Warranty (Check one):**

- Buyer acknowledges that Seller is not providing a limited warranty or service agreement product as a part of this sale. Buyer may purchase one separately, if desired.
- Seller agrees to purchase, on or before Closing, a limited warranty or service agreement at a cost not to exceed \$ \_\_\_\_\_ and further described \_\_\_\_\_.

**10a. INSURABILITY.**

This contract is conditioned upon Buyer's ability to obtain homeowner/hazard insurance for the property. If within 45 days (10 days if none stated) after the "Acceptance Deadline" date (the "Insurability Period"), Buyer does not deliver to Seller or Seller's broker a written notice from an insurance company of Buyer's inability to obtain homeowner/hazard insurance on the property, this condition shall be deemed waived and Buyer's performance under this contract shall thereafter not be conditioned upon Buyer's obtaining insurance. If Buyer has complied with the terms of this paragraph and has timely provided written notice to Seller of Buyer's inability to obtain such insurance, then this contract shall be terminated with earnest money to be returned to Buyer, subject to paragraph 12. **Note: If an inspection by the Buyer's insurance company is required, it shall be completed prior to the expiration of the Insurability Period. If the Buyer is obtaining a loan as referenced in paragraph 4, Buyer should communicate insurance information to lender prior to Loan Contingency Date.**

**11. GOVERNMENTAL INSPECTIONS AND OCCUPANCY REQUESTS.**

Seller agrees to immediately request any compliance inspection(s) including municipality, conservation, fire district or any other required governmental authority, at Seller's expense, when such inspection(s) are required. In the event the property and improvements do not meet such requirements or pass such inspection(s), Seller must notify Buyer in writing within 10 days (15 days if none stated) after the "Acceptance Deadline" date of any violations or requirements that Seller will not correct. **Failure of Seller to notify Buyer within this period shall constitute an elimination of Seller's ability to negotiate any violations or requirements of the inspections. In such event, Seller agrees to comply with all requirements of the inspections prior to Closing.** In the event Seller notifies Buyer of Seller's refusal to correct all violations, Buyer and Seller have ten (10) days after date of Buyer's receipt of notification from Seller, in which to reach an agreement in writing as to which party will complete and pay for the required corrections, or to an agreed monetary adjustment at Closing in lieu of the correction. **Note: A monetary adjustment may affect the terms of Buyer's loan, e.g. down payment, interest rate and private mortgage insurance, and may also affect Buyer's ability to obtain an occupancy permit.** If no written agreement is reached within said ten (10) days, this contract is terminated and earnest money to be returned to Buyer, subject to paragraph 12. A written commitment within said ten (10) day period by Seller to make the required corrections, at Seller's expense prior to Closing, or a written commitment within said ten (10) day period by Buyer to accept the property without correction by Seller of those violations contained in the original list provided to Buyer by Seller shall also constitute an "agreement" for the purposes of this paragraph, even after earlier negotiations failed to produce an agreement. In instances where the Buyer must make the occupancy permit request (application) to initiate the inspection process, Buyer agrees to do so within four (4) days after the "Acceptance Deadline" date. Nothing herein shall require Buyer to close this sale if he is unable to obtain an occupancy permit after making a bonafide effort to do so. Buyer is cautioned not to rely on government inspections but should satisfy himself as to the condition of the property (see paragraph 10). Governmental jurisdictions vary in their occupancy requirements, including the time for applying for the permit and the number of occupants permitted. Buyer intends to have no more than \_\_\_\_\_ persons occupy the property.

**11a. LAWN IRRIGATION SYSTEM / BACK FLOW CERTIFICATION.**

If the property has a lawn irrigation system attached to the public water system, Seller must provide to Buyer, documentation (dated within 12 months prior to Closing) from a certified back flow inspector indicating that the proper back flow prevention device is installed and functioning properly.

**12. EARNEST MONEY.**

Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the scheduled Closing date, shall be in the form of a cashier's check or any other form acceptable to the escrow agent. If sale is closed, earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil action is filed to determine its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent's attorney fees will be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds, received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute, Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial projected Closing date.

TPM / [Signature] Initials BUYER and SELLER acknowledge they have read this page E-Signed/ SELLER SELLER

AML

**Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations which apply to earnest money deposits. If the escrow agent is not a licensed broker, the parties are urged to have the escrow agent agree in writing to be bound by the provisions of this contract before being named as the escrow agent.**

**13. REMEDIES.**

If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. If the default is by Buyer, Seller may either accept the earnest money as liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law or in equity. If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will be reimbursed, and balance to go one-half to Seller, and one-half divided equally between listing broker and selling broker (if working as subagent of Seller) in lieu of commission on this contract. If the default is by Seller, Buyer may either release Seller from liability upon Seller's release of the earnest money and reimbursement to Buyer for all direct costs and expenses, as specified in Buyer's notice of default (in lieu of making any claim in court), or may pursue any remedy at law and in equity, including enforcement of sale. Buyer's release of Seller does not relieve Seller of his liability to brokers under the listing contract. In the event of litigation between the parties, the prevailing party shall recover, in addition to damages or equitable relief, the cost of litigation including reasonable attorney's fee. This provision shall survive Closing and delivery of Seller's deed to Buyer.

**14. LOSS.**

Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered by this contract are damaged or destroyed, Seller shall immediately notify Buyer or selling broker in writing of the damage or destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior to Closing, to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled Closing, and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not to be restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or selling broker with a copy of any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to the amount of insurance proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b) terminate the contract, thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written notification to Seller or listing broker as to his election of (a) or (b) above within ten (10) days after the Buyer or selling broker's receipt of such information; and if not received by Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer may, at Buyer's option and by written notice to Seller or listing broker, extend the Closing date up to ten (10) days, during which time Buyer may make his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate the contract. If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned, subject to paragraph 12. Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

**15. ASSIGNABILITY OF CONTRACT.**

This contract is assignable by Buyer, but not without the written consent of Seller if: a) Seller is taking back a note and deed of trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under the contract.

**16. MISCELLANEOUS PROVISIONS.**

Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives, executors, administrators or assigns. This contract shall be considered a contract for the sale of real property and shall be construed in accordance with the laws of the State of Missouri. This contract constitutes the entire agreement between the parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

**17. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).**

Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act [26 U.S.C §1445] and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.

TPM /  Initials BUYER and SELLER acknowledge they have read this page  E-Signed/  
BUYER BUYER SELLER SELLER



326 **18. CONSTRUCTION.**

327 Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or gender neutral, according  
328 to the context. When the term "listing broker" is used, it refers to one of the following: a) a broker working for the Seller under an  
329 agency listing contract; or b) a broker assisting the Seller as a transaction broker, whichever is appropriate. When the term "selling  
330 broker" is used, it refers to one of the following: a) a broker working for the Buyer under a buyer's agency agreement; b) a broker  
331 assisting the Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction broker, whichever is appropriate.  
332 The term "broker" shall include the broker's affiliated licensees (referred to as "salespeople"). **With the exception of the term**  
333 **"banking days" as used in paragraph 12, a day is defined as a 24-hour calendar day, seven (7) days per week.**

334 **19. ACCESS, FINAL WALK-THROUGH AND UTILITIES.**

335 Seller agrees to permit inspections of the property by inspectors, contractors, termite inspectors, surveyors, engineers and appraisers  
336 selected by Buyer as provided for in the contract, or inspections required by Buyer's lender or insurer, upon reasonable advance  
337 notice to Seller. Buyer and selling broker may also be present during these inspections. Seller grants Buyer, selling broker, and any  
338 inspector whose report prompted a request for repairs, the right to enter and walk-through the property, and the right to have the  
339 utilities transferred to Buyer, within four (4) days prior to Closing. The purpose of the walk-through is only for the Buyer to confirm  
340 that the property is in the same condition, ordinary wear and tear excepted, as it was on the date of this contract, and that repairs  
341 are completed in a workmanlike manner. Seller will arrange, at Seller's expense, to have all utilities turned on during the period  
342 specified for any inspection and the walk-through, unless utilities have been transferred to Buyer. Waiver of property and  
343 improvement inspections does not waive the right to a walk-through prior to Closing. The Closing does not relieve Seller of Seller's  
344 obligation to complete improvements and repairs required by this contract.

345 **20. FLOOD PLAIN.**

346 Buyer may terminate this contract if any portion of the property is located in a designated 100-year flood plain unless disclosed to  
347 Buyer in writing prior to contract. If terminated, earnest money to be returned to Buyer, subject to paragraph 12. Failure by Buyer  
348 to terminate within 10 days of actual knowledge of 100-year flood plain, or by Closing, whichever occurs first, shall be deemed a  
349 waiver by Buyer of this contingency.

350 **21. SPECIAL AGREEMENTS.**

351 Special agreements between Buyer and Seller forming a part of this contract: Property sold AS IS, WHERE IS.  
352 \_\_\_\_\_  
353 Addendum "A" is incorporated by reference.  
354 Buyer shall pay all closing costs for Buyer and Seller.  
355 Seller and Purchaser hereby acknowledge and agree to enter into that certain lease agreement attached hereto as Exhibit .  
356 upon Closing of the property.  
357 \_\_\_\_\_

358 **22. SQUARE FOOTAGE AND LOT SIZE DISCLOSURE.**

359 Broker is not an expert in measuring and does not measure the total square footage or lot size of the property. To the extent that  
360 Broker provides or shares information about the property, the information comes from one or more other sources, is only an  
361 approximation and is not verified by Broker. There may be differing standards used in Missouri for measuring total square footage  
362 of property, and the available information about total square footage can vary depending upon the source, the measurement standard  
363 that was used and the date of measurement. One source for total square footage is public information from the county assessor's  
364 office, but the county assessor's office does not warrant the accuracy of the information and neither does Broker. If you wish to  
365 have verifiable and accurate information about the total square footage of the property, you should retain a qualified professional  
366 appraiser to measure the property according to the measurement standard that the appraiser deems appropriate. The price per square  
367 foot for any property is a calculation based upon, among other things, total square footage, so price per square foot also is only an  
368 approximation and is subject to the same uncertainties and limitations described in this paragraph. If you wish to have verifiable  
369 and accurate information on lot size you should retain a licensed surveyor.

TPM /  Initials BUYER and SELLER acknowledge they have read this page  
BUYER BUYER

  
E-Signed  
SELLER SELLER

23. SELLER'S DISCLOSURE STATEMENT. (Check one)

- Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's Disclosure Statement for this property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any concerns Buyer may have about information in the statement by use of contingencies in the contract.
- Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline" date. Buyer shall have three (3) days after the "Acceptance Deadline" date to review said statements and to declare in writing that the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise, this contingency shall be deemed as waived by Buyer.
- No Seller's Disclosure Statement will be provided by Seller.

By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this contract. Seller will fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab, production or storage site for methamphetamine, or was the residence of a person convicted of crimes related to methamphetamine, Seller will attach a written description.

**Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract.**

24. RELATIONSHIPS & COMMUNICATIONS DISCLOSURES.

Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than the first showing of the property, upon first contact, or immediately upon the occurrence of a change to the relationship.

**Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the Selling Licensee.**

**Licensee assisting Seller is a: (Check appropriate box)**

- Seller's Agent: Licensee is acting on behalf of the Seller.
- Buyer's Agent: Licensee is acting on behalf of the Buyer.
- Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
- Designated Agent: Licensee has been designated to act on behalf of the Seller.
- Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

**Licensee Personal Interest Disclosure: (Complete only if applicable)**

Debbie Haley of Haley Properties (insert name of licensee) is a real estate broker or salesperson licensed in the state of Missouri and is (Check one or more, as applicable)  a party to this transaction;  a principal of and/or has a direct or indirect ownership interest with  Seller  Buyer; and/or  an immediate family member of  Seller  Buyer  Other Specify: \_\_\_\_\_ Seller agrees to pay a commission of 1% of the total Purchase Price to Haley Properties at Closing.

**Licensee assisting Buyer is a: (Check appropriate box)**

- Buyer's Agent: Licensee is acting on behalf of the Buyer.
- Seller's Agent: Licensee is acting on behalf of the Seller.
- Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- Subagent of Seller: Licensee is acting on behalf of the Seller.


**Licensee Personal Interest Disclosure: (Complete only if applicable)**


Pace Properties, Inc. (insert name of licensee) is a real estate broker or salesperson licensed in the state of Missouri and is (Check one or more, as applicable)  a party to this transaction;  a principal of and/or has a direct or indirect ownership interest with  Seller  Buyer; and/or  an immediate family member of  Seller  Buyer  Other Specify: \_\_\_\_\_


**Sources of Compensation to Broker(s), including commissions and/or other fees:**  Seller  Buyer

Seller agrees to pay a commission of 3% of the Purchase Price to **Pace Properties at Closing.** Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.

By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties. All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction Act as adopted by the state of Missouri.

TPM /  Initials BUYER and SELLER acknowledge they have read this page. AML E-Signed/ SELLER SELLER

418 Pace Properties Inc.  
 419 Brokerage Firm Name Assisting Buyer  
 420 Broker's Firm State License ID#: 000004075  
 421 By (Signature):   
 422 Printed Name: Richard J Dames  
 423 Licensee State License ID#: 2021029504  
 424 Date: 3/12/2024 MLS ID: None

~~Pace Properties Inc~~ Haley Properties  
Brokerage Firm Name Assisting Seller  
Broker's Firm State License ID#: 2008035779  
By (Signature):   
Printed Name: Deborah Haley  
Licensee State License ID#: 2000154764  
Date: 03/13/2024 MLS ID: None

E-Signed: 03/13/2024 10:42 PM CDT  
 Electronic Signature  
 DocID: 20240313220531086

425 Offer is accepted by Seller by: 5:00pm m of March 15, 2024  
 426 Phil Wheeler 3/14/2024  
 427 BUYER SIGNATURE DATE

BUYER SIGNATURE DATE

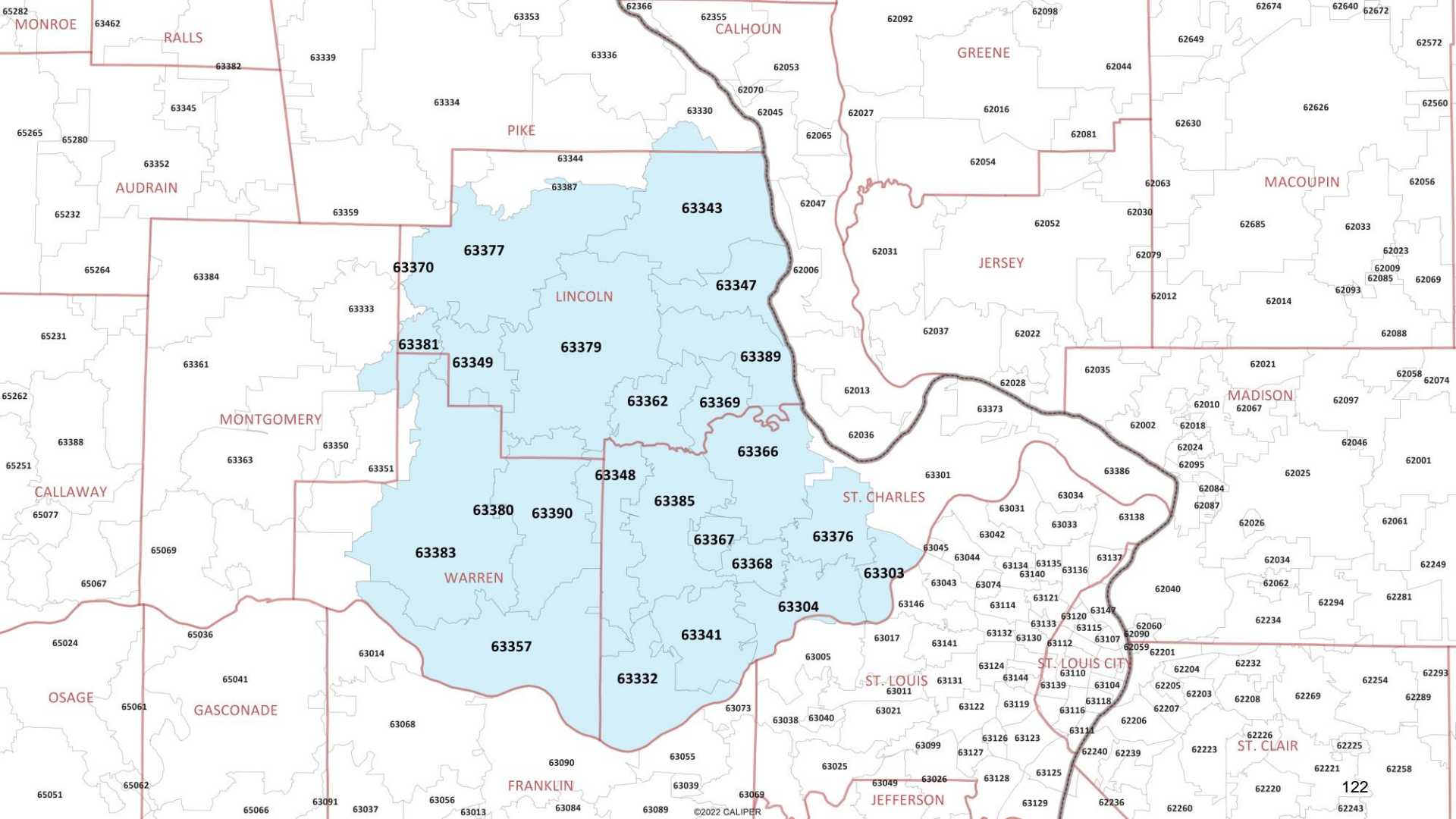
428 TEA Properties Missouri, LLC  
 429 Buyer Printed Name  
 430 SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.  
 431 Allyson Lane Weichselbaum, Trustee 03/13/2024  
 432 SELLER SIGNATURE TIME and DATE

Buyer Printed Name  
SELLER SIGNATURE TIME and DATE

434 Weichselbaum Campbell Q Special Supplemental Care Trust  
Seller Printed Name

Seller Printed Name

435 **OR** \_\_\_\_\_ (initials) **WE REJECT THIS OFFER AND MAKE A COUNTEROFFER.**  
 436 (use Form #2164 Sale Contract Counteroffer Form).  
 437 **OR** \_\_\_\_\_ (initials) **WE REJECT THIS OFFER.**  
 438 **Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to**  
 439 **the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).**



MONROE RALLS

CALHOUN

GREENE

PIKE

AUDRAIN

MACOUPIN

MONTGOMERY

LINCOLN

JERSEY

MADISON

CALLAWAY

ST. CHARLES

OSAGE

GASCONADE

ST. LOUIS

ST. LOUIS CITY

FRANKLIN

JEFFERSON

ST. CLAIR

122

**BLAINE LUETKEMEYER**

MEMBER OF CONGRESS  
3RD DISTRICT, MISSOURI

[www.luetkemeyer.house.gov](http://www.luetkemeyer.house.gov)  
[www.facebook.com/BlaineLuetkemeyer](https://www.facebook.com/BlaineLuetkemeyer)  
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**Congress of the United States**  
**House of Representatives**  
Washington, DC 20515

COMMITTEE ON  
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AND SUPPLY CHAIN  
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COMPETITION BETWEEN  
THE U.S. AND THE  
CHINESE COMMUNIST  
PARTY

May 1, 2024

Missouri Department of Health and Senior Services  
Division - Certificate of Need Program  
ATTN: Ms. Alison Dorge – Program Coordinator  
920 Wildwood Drive  
Jefferson City, Missouri 65109

RE: Letter of Support for a New Mercy Hospital Wentzville, MO

Dear Mrs. Dorge:

I am writing to express my support for the construction of a new Mercy hospital and campus for Wentzville, and the surrounding communities. This initiative represents a critical step forward in the shared commitment to ensuring the healthcare needs of the region are met efficiently and effectively.

Between 2022 and 2032, the population in western St. Charles, Lincoln and Warren counties is predicted to grow by approximately 9.5% adding 500,000 more residents. The current medical facilities are not equipped for the predicted population boom. Mercy’s proposed construction of a new 75-bed hospital facility will address these challenges by providing state-of-the-art medical services and facilities that align with modern healthcare standards. A new facility is critical to this community with the prediction of an increase in population.

A new hospital will attract healthcare professionals and specialists, further enhancing the quality and diversity of healthcare services available to residents in this community. The health care infrastructure provided by this project will meet the needs of its citizens now and into the future.

Your consideration of building a new Mercy Hospital facility in Wentzville, MO is greatly appreciated. Please direct any questions to my Jefferson City office at 573-635-7232.

Sincerely,



Blaine Luetkemeyer  
Member of Congress

**CAPITOL OFFICE**  
201 W. CAPITOL AVE., ROOM 417  
JEFFERSON CITY, MO 65101  
TELEPHONE: (573) 751-2757  
TRAVIS.FITZWATER@SENATE.MO.GOV



**COMMITTEES**  
TRANSPORTATION, INFRASTRUCTURE  
AND PUBLIC SAFETY, CHAIRMAN  
COMMERCE, CONSUMER PROTECTION, ENERGY  
AND THE ENVIRONMENT, VICE CHAIRMAN  
ECONOMIC DEVELOPMENT AND TAX POLICY  
FISCAL OVERSIGHT

## MISSOURI SENATE

**SENATOR TRAVIS FITZWATER**  
DISTRICT 10

April 4, 2024

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I am writing to express my wholehearted support for the construction of a new Mercy hospital and campus in Wentzville at the northwest corner of the intersection of Highways 64 and 70. This initiative represents a critical step forward in helping to ensure the healthcare needs of the region are met efficiently and effectively.

Saint Charles, Lincoln, and Warren counties have experienced significant growth and development over the years, leading to an increase in population and demand for quality healthcare. More beds and services are needed to help ensure residents in the region have greater access to healthcare closer to home.


Mercy's proposed construction of a new 75-bed hospital facility will help address these challenges by providing state-of-the-art medical services and facilities that align with modern healthcare standards. This includes access to advanced diagnostic equipment, specialized treatment centers, and a larger capacity to accommodate patients in need.

Additionally, Mercy's construction of a new hospital facility will have a positive impact on the local economy. It will create job opportunities for healthcare professionals, construction workers, and other support staff, thereby stimulating economic growth and development in the region.

A new hospital will attract healthcare professionals and specialists, further enhancing the quality and diversity of healthcare services available to residents in this area. This will not only benefit those in need of medical care but also contribute to the overall health and vitality of the community.

I urge the Committee to recognize the need for this hospital, and to vote in support of this project. Thank you for your time and attention to this matter.

Sincerely,

  
Travis Fitzwater  
State Senator, 10<sup>th</sup> District

**CAPITOL OFFICE**

Missouri State Capitol  
201 West Capitol Ave, Rm 115B  
Jefferson City, MO 65101  
Office: 573-751-1460  
[tricia.byrnes@house.mo.gov](mailto:tricia.byrnes@house.mo.gov)



**COMMITTEES**

Elections and Elected Officials  
Elementary and Secondary Education  
Local Government  
Utilities  
Special Committee on Property Tax  
Reform

Missouri House of Representatives  
**Tricia Byrnes**  
State Representative  
District 63

April 10, 2024

Ms. Alison Dorge  
Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

**RE: Mercy Hospital Wentzville**

Dear Mrs. Dorge,

I am writing to express my enthusiastic support for the construction of a new Mercy hospital and campus at the northwest corner of the intersection of Highways 64 and 70 in Wentzville.

As the State Representative for the City of Wentzville, a former member of the Wentzville Board of Aldermen, I understand the critical need for expanded healthcare services in our region. With the significant growth and development experienced in Saint Charles, Lincoln, and Warren counties, there is a clear demand for increased access to quality healthcare closer to home.

The proposed 75-bed hospital facility by Mercy will play a crucial role in addressing these challenges. By offering state-of-the-art medical services and facilities, including advanced diagnostic equipment and specialized treatment centers, the new hospital will significantly enhance healthcare options for residents in our area.

Moreover, the construction of this new hospital is not only about improving healthcare services but also about fostering economic growth. The project will create job opportunities for healthcare professionals, construction workers, and support staff, contributing to the overall prosperity of our community.

A new hospital in Wentzville will attract talented healthcare professionals and specialists, further elevating the quality and diversity of healthcare services available to our residents. This will not only benefit those in need of medical care but also strengthen the overall health and vitality of our community.

I urge the Committee to recognize the importance of this hospital project and to vote in support of its construction. Your consideration and support are invaluable and greatly appreciated.

Thank you for your time and dedication to improving healthcare access for our community.

Warm regards,

A handwritten signature in cursive script that reads 'Tricia Byrnes'.

**Tricia Byrnes, State Representative**

District 63 | Wentzville | Lake St. Louis



**CAPITOL OFFICE**  
State Capitol  
201 West Capitol Avenue  
Room 408B  
Jefferson City, MO 65101-6806  
Tele: (573) 751-2250  
E-Mail:  
Phil.Christofanelli@house.mo.gov



**COMMITTEES**  
**Chair:**  
Insurance Policy  
**Member:**  
Elementary and Secondary Education  
Subcommittee on Appropriations -  
Education

**MISSOURI HOUSE OF REPRESENTATIVES**  
**Phil Christofanelli**  
State Representative  
District 104

April 3, 2024

Ms. Alison Dorge  
Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

RE: Mercy Hospital Wentzville

Dear Mrs. Dorge:

I am writing to express my wholehearted support for the construction of a new Mercy hospital and campus in Wentzville at the northwest corner of the intersection of Highways 64 and 70. This initiative represents a critical step forward in helping to ensure the healthcare needs of the region are met efficiently and effectively.

Saint Charles, Lincoln, and Warren counties have experienced significant growth and development over the years, leading to an increase in population and demand for quality healthcare. More beds and services are needed to help ensure residents in the region have greater access to healthcare closer to home.

Mercy's proposed construction of a new 75-bed hospital facility will help address these challenges by providing state-of-the-art medical services and facilities that align with modern healthcare standards. This includes access to advanced diagnostic equipment, specialized treatment centers, and a larger capacity to accommodate patients in need.

Additionally, Mercy's construction of a new hospital facility will have a positive impact on the local economy. It will create job opportunities for healthcare professionals, construction workers, and other support staff, thereby stimulating economic growth and development in the region.

A new hospital will attract healthcare professionals and specialists, further enhancing the quality and diversity of healthcare services available to residents in this area. This will not only benefit



those in need of medical care but also contribute to the overall health and vitality of the community.

I urge the Committee to recognize the need for this hospital, and to vote in support of this project. Thank you for your time and attention to this matter.

Regards,

A handwritten signature in black ink, appearing to read "Phil Christofanelli". The signature is fluid and cursive, with a large loop at the end.

Representative Phil Christofanelli

**CAPITOL OFFICE**  
State Capitol  
201 West Capitol Avenue  
Room 408A  
Jefferson City, MO 65101-6806  
Tele: (573) 751-3717  
E-Mail:  
Wendy.Hausmni@house.mo.gov



**COMMITTEES**  
**Vice-Chair:**  
Children and Families  
**Member:**  
Budget  
Property Tax Reform  
Economic Development  
Subcommittee on Appropriations -  
Public Safety, Corrections,  
Transportation and Revenue

**MISSOURI HOUSE OF REPRESENTATIVES**

**Wendy Hausman**

State Representative  
District 65

April 3, 2024

Ms. Alison Dorge  
Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

RE: Mercy Hospital Wentzville

Dear Mrs. Dorge:

I am writing to express my wholehearted support for the construction of a new Mercy hospital and campus in Wentzville at the northwest corner of the intersection of Highways 64 and 70. This initiative represents a critical step forward in helping to ensure the healthcare needs of the region are met efficiently and effectively.

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those in need of medical care but also contribute to the overall health and vitality of the community.

I urge the Committee to recognize the need for this hospital, and to vote in support of this project. Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in black ink, reading "Wendy Hausman". The signature is written in a cursive style with a large, looping initial "W" and a long, sweeping underline.

Representative Wendy Hausman

**CAPITOL OFFICE**

State Capitol  
201 West Capitol Avenue  
Room 235-BB  
Jefferson City, MO 65101-6806  
Tele: (573) 751-9768  
E-Mail:  
Richard.West@house.mo.gov



**COMMITTEES**

- Pensions, Vice-Chairman
- Crime Prevention and Public Safety
- Insurance Policy
- Joint Committee on Public Employee Retirement
- Local Government

**MISSOURI HOUSE OF REPRESENTATIVES**

**Richard West**

State Representative  
District 102

April 4, 2024

Ms. Alison Dorge  
Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

**RE: *Mercy Hospital Wentzville  
CON Project 6106 HS***

Dear Mrs. Dorge:

I am writing to express my wholehearted support for the construction of a new Mercy hospital and campus in Wentzville at the northwest corner of the intersection of Highways 64 and 70. This initiative represents a critical step forward in helping to ensure the healthcare needs of the region are met efficiently and effectively.

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A new hospital will attract healthcare professionals and specialists, further enhancing the quality and diversity of healthcare services available to residents in this area. This will not only benefit those in need of medical care but also contribute to the overall health and vitality of the community.

I urge the Committee to recognize the need for this hospital, and to vote in support of this project. Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard West".

Rep. Richard West  
District 102

**CAPITOL OFFICE**

201 West Capitol Avenue, Room 116-4  
Jefferson City, MO 65101-6806  
Telephone: (573) 751-2689  
E-Mail: Jeff.Myers@house.mo.gov



**COMMITTEES**

General Laws  
Crime Prevention & Public Safety  
Transportation Infrastructure  
Rules- Administrative Oversight

**MISSOURI HOUSE OF REPRESENTATIVES**

**JEFF MYERS**

State Representative  
District 42

April 3, 2024

Ms. Alison Dorge  
Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

RE: Mercy Hospital Wentzville - CON Project 6106 HS

Dear Mrs. Dorge:

I am writing to express my wholehearted support for the construction of a new Mercy hospital and campus in Wentzville at the northwest corner of the intersection of Highways 64 and 70. This initiative represents a critical step forward in helping to ensure the healthcare needs of the region are met efficiently and effectively.

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A new hospital will attract healthcare professionals and specialists, further enhancing the quality and diversity of healthcare services available to residents in this area. This will not only benefit those in need of medical care but also contribute to the overall health and vitality of the community.

I urge the Committee to recognize the need for this hospital, and to vote in support of this project. Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in black ink that reads "Jeff B. Myers". The signature is stylized and includes a long horizontal flourish at the end.

**Jeff Myers**  
State Representative - District 42

**CAPITOL OFFICE:**

Missouri State Capitol  
201 West Capitol Avenue  
Jefferson City, MO 65101  
Room 118CC  
Tele: (573) 751-3751  
E-Mail:  
Tony.Lovasco@house.mo.gov



**102<sup>nd</sup> GENERAL ASSEMBLY  
COMMITTEES:**

**Vice-Chair:**  
Government Accountability

**Member:**  
General Laws  
Ways and Means  
Government Efficiency and  
Downsizing

**Tony Lovasco**  
Missouri State Representative  
District 64

Ms. Alison Dorge  
Program Coordinator - Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

**RE: *Mercy Hospital Wentzville CON Project 6106 HS***

April 5<sup>th</sup>, 2024

Dear Mrs. Dorge:

I am writing to express my support for the construction of a new Mercy hospital and campus in Wentzville at the northwest corner of the intersection of Highways 64 and 70. This initiative represents a critical step forward in helping to ensure the healthcare needs of the region are met efficiently and effectively.

Saint Charles, Lincoln, and Warren counties have experienced significant growth and development over the years, leading to an increase in population and demand for quality healthcare. More beds and services are needed to help ensure residents in the region have greater access to healthcare closer to home.

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A new hospital will attract healthcare professionals and specialists, further enhancing the quality and diversity of healthcare services available to residents in this area. This will not only benefit those in need of medical care but also contribute to the overall health and vitality of the community.

I urge the Committee to recognize the need for this hospital, and to vote in support of this project. Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tony Lovasco', with a long horizontal line extending to the right.

Tony Lovasco  
State Representative, Missouri's 64<sup>th</sup> District

201 W. Capitol Ave., Rm. 431  
Jefferson City, Missouri 65101  
573-751-1282



Joint Committee on Administrative Rules, Chair  
Education and Workforce Development  
Emerging Issues  
Judiciary and Civil and Criminal Jurisprudence  
Transportation, Infrastructure and Public Safety  
Veterans, Military Affairs and Pensions

Dear Members of the Missouri Health Facilities Review Committee,

I am writing to express my unequivocal support for Mercy's visionary project to construct a next-generation hospital in Wentzville, Missouri. This proposal, which was formally introduced through a letter of intent to the Department of Health and Senior Services, is a critical development for the tri-county area comprising St. Charles, Lincoln, and Warren counties, and indeed, for the broader state of Missouri.

The proposed 75-bed facility, representing a significant \$650 million investment in our state's healthcare infrastructure, is poised to make a transformative impact. Located at the nexus of Interstate 64 and Interstate 70, on a sprawling 60-acre site, this hospital is not merely a construction project but a commitment to the health and welfare of our rapidly expanding community. It stands as a testament to Mercy's proactive approach in addressing the healthcare needs of our residents, particularly in areas experiencing pronounced population growth and increased demand for accessible, high-quality medical services.

The importance of this initiative extends beyond the immediate benefits of enhanced healthcare access. It is a beacon of economic opportunity, promising to create hundreds of long-term healthcare jobs and to bolster our economy through substantial construction and operational activities. This aligns seamlessly with our shared goals of promoting sustainable community development and ensuring the well-being of all Missourians.

Given Mercy's long standing reputation as a provider of low-cost, high-quality healthcare, this project also represents a strategic step towards extending affordable healthcare services throughout the tri-county area. This aligns with the broader objective of making quality healthcare accessible to every Missourian, irrespective of their geographic location.

Therefore, I urge the Missouri Certificate of Need Program to lend its full support to Mercy's application. The establishment of this hospital is not merely a response to current demands but a forward-looking initiative that will serve our community for decades to come. It embodies our collective commitment to a future where every Missourian has access to the best possible healthcare services, close to home.

I am enthusiastic about the potential of this project to significantly improve healthcare accessibility and quality in the Wentzville area and beyond. I pledge my full support and stand ready to assist in any capacity to ensure its successful realization.

Thank you for considering this pivotal project. I look forward to the positive outcomes it promises for the health and prosperity of our communities.

Sincerely,

A handwritten signature in black ink, appearing to read 'NS', is centered on a light gray rectangular background.

Senator Nick Schroer  
Missouri State Senate  
District 2  
St. Charles County





**BILL EIGEL**  
23<sup>RD</sup> DISTRICT

STATE CAPITOL, OFFICE 227  
JEFFERSON CITY, MISSOURI 65101  
573-751-1141  
WILLIAM.EIGEL@SENATE.MO.GOV  
WWW.SENATE.MO.GOV/EIGEL

**MISSOURI SENATE**  
JEFFERSON CITY

COMMITTEES:  
VETERANS, MILITARY AFFAIRS AND PENSIONS  
ECONOMIC DEVELOPMENT  
RULES, JOINT RULES, RESOLUTIONS AND ETHICS  
TRANSPORTATION, INFRASTRUCTURE AND PUBLIC SAFETY  
JOINT COMMITTEE ON EDUCATION  
JOINT COMMITTEE ON TRANSPORTATION OVERSIGHT

April 9, 2024

Ms. Alison Dorge  
Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Mrs. Dorge:

I am writing to express my support for the construction of a new Mercy hospital and campus in Wentzville at the northwest corner of the intersection of Highways 64 and 70. This initiative represents a critical step forward in helping to ensure the healthcare needs of the region are met efficiently and effectively.

Saint Charles, Lincoln, and Warren counties have experienced significant growth and development over the years, leading to an increase in population and demand for quality healthcare. More beds and services are needed to help ensure residents in the region have greater access to healthcare closer to home.

Mercy's proposed construction of a new 75-bed hospital facility will help address these challenges by providing state-of-the-art medical services and facilities that align with modern healthcare standards. This includes access to advanced diagnostic equipment, specialized treatment centers, and a larger capacity to accommodate patients in need.

Additionally, Mercy's construction of a new hospital facility may also have a positive impact on the local economy. It will create job opportunities for healthcare professionals, construction workers, and other support staff, thereby stimulating economic growth and development in the region.

I urge the Committee to recognize the need for this hospital, and to vote in support of this project. Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in blue ink that reads "William C. Eigel".

William Eigel

**BEN BROWN**  
26TH DISTRICT

STATE CAPITOL, ROOM 226  
JEFFERSON CITY, MISSOURI 65101  
(573) 751-3678  
BEN.BROWN@SENATE.MO.GOV



**MISSOURI SENATE**  
JEFFERSON CITY

**COMMITTEES:**  
COMMERCE, CONSUMER PROTECTION, ENERGY  
AND THE ENVIRONMENT  
GOVERNMENTAL ACCOUNTABILITY,  
VICE CHAIR  
GUBERNATORIAL APPOINTMENTS  
INSURANCE AND BANKING

April 9, 2024

Ms. Alison Dorge  
Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

**RE: *Mercy Hospital Wentzville-CON Project 6106 HS***

Dear Mrs. Dorge:

I am writing to express my wholehearted support for the construction of a new Mercy hospital and campus in Wentzville at the northwest corner of the intersection of Highways 64 and 70. This initiative represents a critical step forward in helping to ensure the healthcare needs of the region are met efficiently and effectively.

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A new hospital will attract healthcare professionals and specialists, further enhancing the quality and diversity of healthcare services available to residents in this area. This will not only benefit those in need of medical care but also contribute to the overall health and vitality of the community.

I urge the Committee to recognize the need for this hospital, and to vote in support of this project. Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Brown", with a stylized flourish at the end.

Senator Ben Brown  
Serving Gasconade, Franklin, Osage, Warren and St. Louis Counties

**CAPITOL OFFICE**  
State Capitol Room 115 - C  
201 West Capitol Avenue  
Jefferson City, MO 65101-6806  
Tele: (573) 751-3572  
E-Mail: [Justin.Hicks@house.mo.gov](mailto:Justin.Hicks@house.mo.gov)



**COMMITTEES**  
General Laws, Vice-Chairman  
Special Committee on Education  
Reform, Vice-Chairman  
Judiciary  
Ways and Means  
Crime Prevention and Public Safety

**MISSOURI HOUSE OF REPRESENTATIVES**

**Justin Hicks**

State Representative  
District 108

May 1, 2024

Ms. Alison Dorge  
Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

**RE: *Mercy Hospital Wentzville  
CON Project 6106 HS***

Dear Mrs. Dorge:

I am writing to express my wholehearted support for the construction of a new Mercy hospital and campus in Wentzville at the northwest corner of the intersection of Highways 64 and 70. This initiative represents a critical step forward in helping to ensure the healthcare needs of the region are met efficiently and effectively.

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A new hospital will attract healthcare professionals and specialists, further enhancing the quality and diversity of healthcare services available to residents in this area. This will not only benefit those in need of medical care but also contribute to the overall health and vitality of the community.

I urge the Committee to recognize the need for this hospital, and to vote in support of this project. Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Justin Hicks", is written over a large, stylized blue scribble that extends across the page.

Representative Justin Hicks  
108<sup>th</sup> District

**CAPITOL OFFICE**  
State Capitol Room 404-B  
201 West Capitol Avenue  
Jefferson City, MO 65101-6806  
Tele: (573) 751-4028  
E-Mail: Chad.Perkins@house.mo.gov



**COMMITTEES**  
Chair:  
Special Committee on Innovation and  
Technology  
Vice-Chairman  
Corrections and Public Institutions  
Member:  
Crime Prevention and Public Safety  
Local Government  
Special Committee on Government  
Accountability

**MISSOURI HOUSE OF REPRESENTATIVES**

**Chad Perkins**

State Representative  
District 40

Ms. Alison Dorge  
Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

**RE: *Mercy Hospital Wentzville  
CON Project 6106 HS***

Dear Mrs. Dorge:

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A new hospital will attract healthcare professionals and specialists, further enhancing the quality and diversity of healthcare services available to residents in this area. This will not only benefit those in need of medical care but also contribute to the overall health and vitality of the community.

I urge the Committee to recognize the need for this hospital, and to vote in support of this project. Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Perkins". The signature is written in a cursive style with a horizontal line extending to the right.

Rep. Chad Perkins  
District 40

**CAPITOL OFFICE**  
State Capitol  
201 West Capitol Avenue, Rm 111  
Jefferson City, MO 65101-6806  
Tele: (573) 751-2949  
E-Mail:  
adam.schwadron@house.mo.gov



**COMMITTEES**  
**Member:**  
Elections and Elected Officials  
Government Efficiency and  
Downsizing  
Health and Mental Health Policy  
Special Committee on Small Business

**MISSOURI HOUSE OF REPRESENTATIVES**

**Adam Schwadron**

State Representative  
District 105

April 10, 2024

Missouri Certificate of Need Program  
Alison Dorge, Program Coordinator  
920 Wildwood Drive  
Jefferson City, Missouri 65109

**RE: Mercy Hospital Wentzville CON Project 6106 HS**

Dear Ms. Dorge,

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I urge the Committee to recognize the need for this hospital, and to vote in support of this project. Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Schwadron", with a long, sweeping underline.

Adam Schwadron  
State Representative, District 105

**CAPITOL OFFICE**  
State Capitol  
201 West Capitol Avenue, Rm 115-G  
Jefferson City, MO 65101-6806  
Tele: (573) 751-9459  
E-Mail:  
Doyle.Justus@house.mo.gov



**COMMITTEES**  
**Member:**  
Agriculture Policy  
General Laws  
Conservation and Natural Resources  
Special Committee on Tax Reform  
Subcommittee on Appropriations-  
General Administration

**MISSOURI HOUSE OF REPRESENTATIVES**

**Doyle Justus**

State Representative  
District 41

April 10, 2024

Missouri Certificate of Need Program  
Alison Dorge, Program Coordinator  
920 Wildwood Drive  
Jefferson City, Missouri 65109

**RE: Mercy Hospital Wentzville CON Project 6106 HS**

Dear Ms. Dorge,

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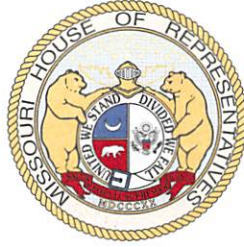
I urge the Committee to recognize the need for this hospital, and to vote in support of this project. Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Doyle E. Justus".

Doyle Justus  
State Representative, District 41

**CAPITOL OFFICE**  
State Capitol  
201 W Capitol Ave., 305B  
Jefferson City, MO 65101-  
6806  
Tele: (573) 751-1470  
E-Mail:  
[Mark.Matthiesen@house.mo.gov](mailto:Mark.Matthiesen@house.mo.gov)



**MISSOURI HOUSE OF  
REPRESENTATIVES**  
**Mark Matthiesen**

State Representative  
District 107

**COMMITTEES**  
**Vice Chairman:**  
Special Committee on Tourism  
Special Committee on  
Government Administration  
**Committees:**  
General Laws  
Professional Registration and  
Licensing  
Subcommittee on  
Appropriations-General  
Administration

April 10, 2024

Ms. Alison Dorge  
Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

**RE: *Mercy Hospital Wentzville  
CON Project 6106 HS***

Dear Ms. Dorge:

I am writing to express my wholehearted support for the construction of a new Mercy hospital and campus in Wentzville at the northwest corner of the intersection of Highways 64 and 70. This initiative represents a critical step forward in helping to ensure the healthcare needs of the region are met efficiently and effectively.

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A new hospital will attract healthcare professionals and specialists, further enhancing the quality and diversity of healthcare services available to residents in this area. This will not only benefit those in need of medical care but also contribute to the overall health and vitality of the community.

I urge the Committee to recognize the need for this hospital, and to vote in support of this project. Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Matthiesen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Mark Matthiesen  
Missouri State Representative District 107



MISSOURI HOUSE OF REPRESENTATIVES

**ADAM SCHNELTING**

STATE REPRESENTATIVE  
DISTRICT 69

April 16, 2024

Ms. Alison Dorge  
Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

**RE: *Mercy Hospital Wentzville  
CON Project 6106 HS***

Dear Mrs. Dorge:

I am writing to express my wholehearted support for the construction of a new Mercy hospital and campus in Wentzville at the northwest corner of the intersection of Highways 64 and 70. This initiative represents a critical step forward in helping to ensure the healthcare needs of the region are met efficiently and effectively.

Saint Charles, Lincoln, and Warren counties have experienced significant growth and development over the years, leading to an increase in population and demand for quality healthcare. More beds and services are needed to help ensure residents in the region have greater access to healthcare closer to home.

Mercy's proposed construction of a new 75-bed hospital facility will help address these challenges by providing state-of-the-art medical services and facilities that align with modern healthcare standards. This includes access to advanced diagnostic equipment, specialized treatment centers, and a larger capacity to accommodate patients in need.

Additionally, Mercy's construction of a new hospital facility will have a positive impact on the local economy. It will create job opportunities for healthcare professionals, construction workers, and other support staff, thereby stimulating economic growth and development in the region.

A new hospital will attract healthcare professionals and specialists, further enhancing the quality and diversity of healthcare services available to residents in this area. This will not only benefit those in need of medical care but also contribute to the overall health and vitality of the community.

I encourage the Committee to recognize the need for this hospital, and I hope the Committee votes in support of this project. Thank you for your time and attention to this matter.

Very Respectfully,

A handwritten signature in black ink, appearing to read "Adam Schnelting".

Adan Schnelting  
State Representative  
District 69

**CAPITOL OFFICE**  
State Capitol - Room 201-A  
201 West Capitol Avenue  
Jefferson City, MO 65101-6806  
Tele: 573-751-1452  
E-Mail:  
Travis.Wilson@house.mo.gov



**DISTRICT ADDRESS**  
3492 Wainwright Street  
Saint Charles, MO 63301

**MISSOURI HOUSE OF REPRESENTATIVES**  
**TRAVIS WILSON**  
**DISTRICT 106**

April 11, 2024

Ms. Alison Dorge  
Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

**RE: *Mercy Hospital Wentzville***  
***CON Project 6106 HS***

Dear Ms. Dorge:

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Additionally, Mercy's construction of a new hospital facility will positively impact the local economy. It will create job opportunities for healthcare professionals, construction workers, and other support staff, stimulating economic growth and development in the region.

A new hospital will attract healthcare professionals and specialists, further enhancing the quality and diversity of healthcare services available to residents in this area. This will benefit those in need of medical care and contribute to the community's overall health and vitality.

I urge the Committee to recognize the need for this hospital and vote to support this project. Thank you for your time and attention to this matter.

Sincerely,

Handwritten signature of Travis Wilson in black ink.  
Travis Wilson

Committees:  
Economic Development, Special Committee on Government Accountability, Workforce and  
Infrastructure Development

**CAPITOL OFFICE**

State Capitol  
201 West Capitol Avenue  
Room 201-F  
Jefferson City, MO 65101-6806  
Tele: (573) 751-2176

E-Mail:  
Dave.Hinman@house.mo.gov



**MISSOURI HOUSE OF REPRESENTATIVES**  
**DAVE HINMAN**

State Representative  
District 103

April 9, 2024

**Committees:**

Local Government - *Vice*  
*Chairman*  
Transportation Infrastructure  
Special Committee on Tax  
Reform  
Emerging Issues

Ms. Alison Dorge  
Program Coordinator, Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

**RE: *Mercy Hospital Wentzville***

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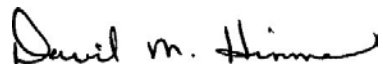
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Additionally, Mercy's construction of a new hospital facility will have a positive impact on the local economy. It will create job opportunities for healthcare professionals, construction workers, and other support staff, thereby stimulating economic growth and development in the region.

A new hospital will attract healthcare professionals and specialists, further enhancing the quality and diversity of healthcare services available to residents in this area. This will not only benefit those in need of medical care but also contribute to the overall health and vitality of the community.

I urge the Committee to recognize the need for this hospital, and to vote in support of this project. Thank you for your time and attention to this matter.

A handwritten signature in black ink that reads "David M. Hinman". The signature is written in a cursive style with a large initial 'D'.

Dave Hinman  
State Representative  
District 103

9963 Winghaven Boulevard  
O'Fallon, Missouri 63368  
April 30, 2024

Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

As a physician and elected official for this region for many years, I am writing to offer my endorsement of Mercy's new hospital campus in Wentzville, Missouri.

Soaring population growth in our region has created a need for greater health care services closer to home for our residents. With this new campus, Mercy will provide greater access to comprehensive medical services, emergency care services and specialized care for the Tri-County area.

In addition to quality health care services, this project will create new economic growth and prosperity for our local and regional economy, improving the quality of life for our residents. Once constructed, it will employ hundreds of full-time employees, all with competitive salaries.

I believe Mercy's new hospital campus will serve our region for generations to come. I hope you will join me in enthusiastically supporting this vital project.

Sincerely,

Bob

Robert F. Onder, M.D., J.D.



**Steve Ehlmann**  
County Executive

**Joann Leykam**  
Director of Administration

**Bob Schnur**  
Assistant Director of Administration

**John Greifzu**  
Assistant Director of Administration

April 18, 2024

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

RE: Mercy Wentzville Certificate of Need

Dear Ms. Dorge;

As County Executive of St. Charles County, I am aware of the St. Charles County community's need to access health care services associated with their health care provider's system. Many of the citizens of St. Charles County use Mercy as their preferred provider. In fact a significant percentage of the County's own employees and their families use Mercy providers. With the growth of the population in the western half of St. Charles County I am aware that there is a demand for medical services, including hospital beds and specialty services in that area.

As a result, I was pleased to learn of Mercy's decision to build a 75 bed hospital in Wentzville at the Highway 70 and Highway 40/64 crossroad. Mercy's commitment to provide this hospital and associated specialty services to treat patients in the community of their residence will be an important addition to life in the western part of St. Charles County as well as to the residents of our neighboring counties to the north and west. As I am sure you are aware, the population of this area is expected to grow significantly over the next decade. Without this addition of hospital and specialty services, the growing population of this area is faced with long commutes to access Mercy services in St. Louis County at the Ballas campus, Mercy-Washington or Mercy-Troy.

In our experience as an employer with more than 2000 covered lives, Mercy is a high-quality health care provider. Patients in this western service area deserve access to health care within their chosen health care system. Further, I understand that in the St. Louis area alone, Mercy provided approximately \$200 million in charity or uncompensated care in their FY 2023.

I would also point out to the Certificate of Need Program that it is important to the growth and vibrancy of a population area that there are skilled and unskilled jobs in a community providing opportunities for individuals to support themselves and their families. This hospital, when open

to the community will provide hundreds of employment opportunities from medical, technical, and support fields.

For all of the above reasons, I ask your favorable determination on the Certificate of Need application filed by Mercy for a 75 bed hospital in Wentzville, St. Charles County.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Ehlmann", with a long, sweeping underline that extends to the left.

Steve Ehlmann  
County Executive



Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I am writing to you today to fully support Mercy's plans to establish a new hospital campus in Wentzville, which I believe will enhance healthcare services in St. Charles, Warren, and Lincoln counties.

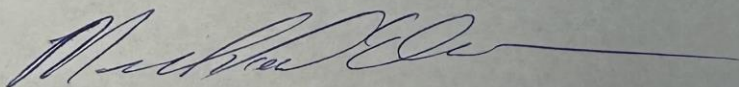
Over the past 13 years, St Charles County has been named by the Robert Woods Johnson Foundation, as one of the healthiest counties in Missouri. Each year those ranking are released for every county in every state across the county, and St Charles has never ranked below 3rd, claiming the top spot most every year. On the surface you might think we are meeting the health needs of our residents, however according to the latest census, St Charles County is gaining an average of 500 new residents each month...yes, each month! Most of our new residents are moving to the western areas of our county, and due to the rising cost of living in St Charles County, even more are bypassing St Charles heading directly into Lincoln and Warren counties.

As our community continues to expand, it is imperative that we adapt and expand our health care infrastructure to meet the evolving needs of our residents. I firmly believe that the establishment of this new hospital complex will play a pivotal role in fulfilling that objective.

The introduction of the new hospital campus in Wentzville aligns perfectly with our commitment to promote the well-being of our residents and elevate the overall quality of life. I am confident that it will bring about positive changes in our community for years to come.

Mercy's steadfast dedication to advancing health care services in our region deserves commendation. I eagerly anticipate witnessing the successful realization of Mercy's new hospital campus in Wentzville and the numerous benefits it will bring. We strongly urge you to give your support to this project.

Sincerely,



Mike Elam  
St Charles County Council District 3

April 29, 2024

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I am writing to support Mercy's plan for a state-of-the-art hospital campus featuring a 75-bed hospital in Wentzville, and to encourage you to support it as well.

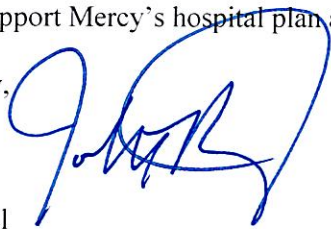
St. Charles County continues to experience soaring growth as Missourians relocate to our region to live, work and raise their families. This increase in population requires increased access to quality health care services closer to where our constituents live.

Mercy's new hospital campus will help our region meet these challenges by providing new, cutting-edge medical services. These services will include improved access to advanced diagnostic equipment, specialized treatment centers, emergency services and expanded patient capacity.

Mercy's investment in this new Wentzville medical campus will also yield positive economic outcomes for our local community. It will generate employment opportunities for medical professionals, construction workers, and support staff, creating new economic growth and development in the region.

I fully support Mercy's hospital plan and hope you will take the necessary steps to approve it.

Sincerely,



Joe Brazil  
St. Charles County Council

April 29, 2024

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I am writing to support Mercy's plan for a state-of-the-art hospital campus featuring a 75-bed hospital in Wentzville, and to encourage you to support it as well.

St. Charles County continues to experience soaring growth as Missourians relocate to our region to live, work and raise their families. This increase in population requires increased access to quality health care services closer to where our constituents live.

Mercy's new hospital campus will help our region meet these challenges by providing new, cutting-edge medical services. These services will include improved access to advanced diagnostic equipment, specialized treatment centers, emergency services and expanded patient capacity.

Mercy's investment in this new Wentzville medical campus will also yield positive economic outcomes for our local community. It will generate employment opportunities for medical professionals, construction workers, and support staff, creating new economic growth and development in the region.

I fully support Mercy's hospital plan and hope you will take the necessary steps to approve it.

Sincerely,



Tim Baker  
St. Charles County Council

April 29, 2024

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I am writing to support Mercy's plan for a state-of-the-art hospital campus featuring a 75-bed hospital in Wentzville, and to encourage you to support it as well.

St. Charles County continues to experience soaring growth as Missourians relocate to our region to live, work and raise their families. This increase in population requires increased access to quality health care services closer to where our constituents live.

Mercy's new hospital campus will help our region meet these challenges by providing new, cutting-edge medical services. These services will include improved access to advanced diagnostic equipment, specialized treatment centers, emergency services and expanded patient capacity.

Mercy's investment in this new Wentzville medical campus will also yield positive economic outcomes for our local community. It will generate employment opportunities for medical professionals, construction workers, and support staff, creating new economic growth and development in the region.

I fully support Mercy's hospital plan and hope you will take the necessary steps to approve it.

Sincerely,



Terry Hollander  
St. Charles County Council

April 29, 2024

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I am writing to support Mercy's plan for a state-of-the-art hospital campus featuring a 75-bed hospital in Wentzville, and to encourage you to support it as well.


St. Charles County continues to experience soaring growth as Missourians relocate to our region to live, work and raise their families. This increase in population requires increased access to quality health care services closer to where our constituents live.

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Mercy's investment in this new Wentzville medical campus will also yield positive economic outcomes for our local community. It will generate employment opportunities for medical professionals, construction workers, and support staff, creating new economic growth and development in the region.

I fully support Mercy's hospital plan and hope you will take the necessary steps to approve it.

Sincerely,



Dave Hammond  
St. Charles County Council

Date 4/10/2024

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Dr.  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I am writing to express my support for the proposed construction of the new Mercy Hospital in Wentzville, Missouri. The establishment of this full-service hospital will allow Mercy to provide care for patients in our City and the region much closer to where they and their families live.

Due to an explosion of growth in our region, there is a significant need for greater access to healthcare services. For example, between 2022 and 2032, the population in western St. Charles, Lincoln and Warren counties is predicted to grow by approximately 9.5 percent, which amounts to approximately 500,000 individuals by 2032. The need for this hospital campus exists now and will only continue to increase.

The construction of the hospital itself will create considerable jobs in the region. When the hospital is fully completed, it will employ hundreds of full-time employees, all with competitive salaries.

Additionally, this significant project not only aligns with but actively promotes many of the critical success factors identified by Wentzville's Board of Aldermen, making it a positive investment for the enrichment and well-being of our community.

The new Mercy Hospital directly contributes to the Board's goal of establishing Wentzville as a regional destination. This project also exemplifies Wentzville's dedication to economic vitality through partnerships and development opportunities. The construction and operation of Mercy Hospital will require a versatile and skilled workforce, aligning with the Board's focus on fostering such a workforce. The project will create numerous employment opportunities, attracting and retaining skilled professionals in our community.

The Mercy Hospital project presents a win-win situation for Wentzville and the region as a whole. It connects well with Wentzville's desire to foster economic growth, promote job creation and improve the quality of life for our residents. For these reasons and others, I am extremely supportive of Mercy's desire to expand in Wentzville. I am confident this development will benefit our community and region for years to come.

Sincerely,



Mayor Nick Guccione

**Resolution No. 24-2030, a Resolution of the City of Wentzville, Missouri, Supporting the Proposed Construction of Mercy Hospital in Wentzville, Missouri and Matters Relating Thereto**

**WHEREAS**, the proposed construction of the new Mercy Hospital in Wentzville, Missouri, is aimed at providing essential healthcare services to residents of the city and the surrounding region, thereby addressing the increasing demand for accessible healthcare; and

**WHEREAS**, the population growth projections for western St. Charles, Lincoln, and Warren counties indicate a significant need for expanded healthcare facilities, with an estimated increase of approximately 9.5 percent by 2032, totaling around 500,000 individuals, underscoring the immediate and future necessity for the Mercy Hospital project; and

**WHEREAS**, the establishment of Mercy Hospital in Wentzville will generate substantial employment opportunities, including hundreds of full-time positions with competitive salaries, thereby bolstering economic growth and stability in the region; and

**WHEREAS**, the Mercy Hospital project aligns with the strategic objectives outlined by Wentzville's Board of Aldermen, particularly in fostering economic vitality, promoting job creation, and cultivating a skilled workforce; and

**WHEREAS**, the construction and operation of Mercy Hospital exemplify Wentzville's commitment to becoming a regional destination and fostering partnerships and development opportunities to enhance the overall well-being of its residents; and

**WHEREAS**, the Mercy Hospital project represents a mutually beneficial endeavor for Wentzville and the broader region, contributing to economic growth, job creation, and the improvement of residents' quality of life.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF WENTZVILLE, MISSOURI, AS FOLLOWS:**

**Section 1:** The Board of Aldermen of the City of Wentzville, Missouri, supports the proposed construction of the new Mercy Hospital in Wentzville, Missouri in the form of this resolution and a letter of support attached hereto as Exhibit A.

**Section 2:** This Resolution shall be in full force and effect from and after its passage and approval.

Resolution No. <sup>24-2030</sup> (ID # 13066)

APPROVED BY THE BOARD OF ALDERMEN THIS 24 DAY OF April, 2024

  
Mayor, Nickolas Guccione

Attest:

  
City Clerk, Kathryn Bowman

Approved as to Form:

  
Attorney





4/24/2024

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Dr.  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

We are writing to express our support for the proposed construction of the new Mercy Hospital in Wentzville, Missouri. The establishment of this full-service hospital will allow Mercy to provide care for patients in our City and the region much closer to where they and their families live.


Due to an explosion of growth in our region, there is a significant need for greater access to healthcare services. For example, between 2022 and 2032, the population in western St. Charles, Lincoln and Warren counties is predicted to grow by approximately 9.5 percent, which amounts to approximately 500,000 individuals by 2032. The need for this hospital campus exists now and will only continue to increase.

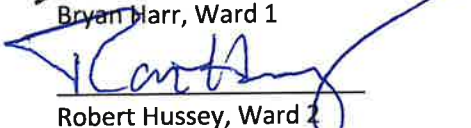
The construction of the hospital itself will create considerable jobs in the region. When the hospital is fully completed, it will employ hundreds of full-time employees, all with competitive salaries.

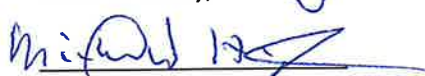
Additionally, this significant project not only aligns with but actively promotes many of the critical success factors identified by Wentzville's Board of Aldermen, making it a positive investment for the enrichment and well-being of our community.


The new Mercy Hospital directly contributes to our goal of establishing Wentzville as a regional destination. This project also exemplifies Wentzville's dedication to economic vitality through partnerships and development opportunities. The construction and operation of Mercy Hospital will require a versatile and skilled workforce, aligning with our focus on fostering such a workforce. The project will create numerous employment opportunities, attracting and retaining skilled professionals in our community.

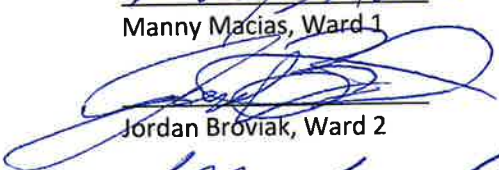
The Mercy Hospital project presents a win-win situation for Wentzville and the region as a whole. It connects well with Wentzville's desire to foster economic growth, promote job creation and improve the quality of life for our residents. For these reasons and others, we are extremely supportive of Mercy's desire to expand in Wentzville. We are confident this development will benefit our community and region for years to come.


  
Bryan Harr, Ward 1


  
Robert Hussey, Ward 2

  
Michael Hays, Ward 3

  
Manny Macias, Ward 1

  
Jordan Broviak, Ward 2

  
Michael Lovell, Ward 3

  
Nickolas Guccione, Mayor



Dear Ms. Dorge:

Mercy's plans for a new hospital campus in Wentzville will have a positive impact on health care services in our region, and I am writing to offer my strong support for this plan.

Through the years, Mercy has repeatedly demonstrated its commitment to providing health care closer to home for Troy residents and all of Lincoln County. I'm particularly pleased to hear the development in Wentzville is anticipated to strengthen Mercy's overall services in the region while also benefiting its facility here. It is essential we continue to evolve and grow our health care infrastructure in our community to meet the needs of our expanding population, and I believe this new hospital complex will play a crucial role in achieving this goal.

As Mayor, I am committed to supporting initiatives that improve the well-being of our residents and enhance the overall quality of life in Troy. The establishment of the new hospital complex in our region undoubtedly falls within this scope, and I am confident it will have a positive impact on our region for many years to come.

Mercy's dedication to advancing health care services in our region should be applauded. I look forward to seeing the successful realization of Mercy's new hospital campus and its benefits for the residents of Troy.

Sincerely,

A handwritten signature in blue ink, which appears to read "Ron Sconce". The signature is fluid and cursive, written in a professional style.

Mayor Sconce



City of Warrenton  
200 West Booneslick  
Warrenton, MO 63383  
Phone: (636) 456 – 3535  
Fax: (636) 456 – 8135  
warrenton-mo.org

---

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I am delighted to announce my enthusiastic support for Mercy's proposal to establish a new medical campus in Wentzville. This visionary plan includes the development of a state-of-the-art 75-bed hospital that will revolutionize health care accessibility in our region.

As our community experiences rapid growth and expansion, the demand for advanced medical facilities is increasingly apparent. The proposed Mercy hospital campus will serve as a cornerstone of health and wellness, providing specialized care to address the evolving health care needs of our residents. Their new services will also include emergency care, which is greatly needed in our region.

By supporting Mercy's initiative, we are not only helping meet the current and future health care needs of our residents, but setting the stage for a more prosperous future for our community. The construction of this new facility will create new economic vitality by generating employment opportunities across various sectors.

I am confident that Mercy's plan will yield significant benefits for the region, fostering a community that is not only healthier but also more economically resilient. We urge you to support and embrace this opportunity to shape a brighter future for our communities.

Sincerely,

*B. Walters*

Brandie Walters  
City Administrator, City of Warrenton



LEN PAGANO  
MAYOR  
(636) 477-6600, EXT. 1200

May 2, 2024

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

RE: Mercy's Wentzville Medical Campus

Dear Ms. Dorge:

I am writing to endorse and support Mercy's plan for a new state-of-the-art hospital campus featuring a 75-bed hospital in Wentzville, and to encourage you to support it as well.

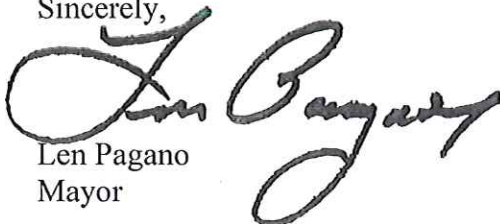
St. Charles County continues to experience soaring growth as Missourians relocate to our region to live, work and raise their families. This increase in population requires increased access to quality health care services closer to where our constituents live.

Mercy's new hospital campus will help our region meet these challenges by providing new, cutting-edge medical services. These services will include improved access to advanced diagnostic equipment, specialized treatment centers, emergency services and expanded patient capacity.

Mercy's investment in this new Wentzville medical campus will also yield positive economic outcomes for St. Peters and our region as a whole. It will generate employment opportunities for medical professionals, construction workers, and support staff, creating new economic growth and development in the region.

I fully support Mercy's hospital plan and urge you to take the necessary steps to approve it.

Sincerely,



Len Pagano  
Mayor

/cdc



WILLIAM J. MALACH  
CITY ADMINISTRATOR  
(636) 477-6600, EXT. 1301

May 2, 2024

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

RE: Mercy's Wentzville Medical Campus

Dear Ms. Dorge:

I am writing to endorse and support Mercy's plan for a new state-of-the-art hospital campus featuring a 75-bed hospital in Wentzville, and to encourage you to support it as well.

St. Charles County continues to experience soaring growth as Missourians relocate to our region to live, work and raise their families. This increase in population requires increased access to quality health care services closer to where our constituents live.

Mercy's new hospital campus will help our region meet these challenges by providing new, cutting-edge medical services. These services will include improved access to advanced diagnostic equipment, specialized treatment centers, emergency services and expanded patient capacity.

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I fully support Mercy's hospital plan and urge you to take the necessary steps to approve it.

Sincerely,

William J. Malach  
City Administrator

/cdc



**Joseph Kaimann**

Presiding Commissioner  
636-462-7234  
[jkaimann@lincolncountymo clerk.gov](mailto:jkaimann@lincolncountymo clerk.gov)

**Mike Mueller**

Associate Commissioner  
District 1  
636-462-7235  
[mmueller@lincolncountymo clerk.gov](mailto:mmueller@lincolncountymo clerk.gov)

**Matt Bass**

Associate Commissioner  
District 2  
636-462-7236  
[mbass@lincolncountymo clerk.gov](mailto:mbass@lincolncountymo clerk.gov)

**Kenneth Schulte**

County Clerk  
636-462-7956  
[kschulte@lincolncountymo clerk.gov](mailto:kschulte@lincolncountymo clerk.gov)

April 9, 2024

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge,

We are writing to express our support for the construction of Mercy's new 75-bed hospital campus in our region. This initiative represents a significant step forward in addressing the growing health care needs of the area and ensuring access to quality medical services for our residents.

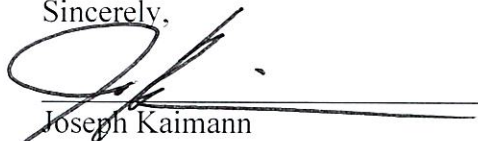
Over the years, Lincoln County and the entire region has experienced considerable growth and development, resulting in an increased demand for health care facilities and services. The construction of a new hospital in the area is essential to meeting these evolving needs and providing comprehensive care to our residents.

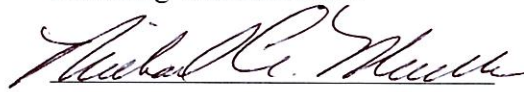
Mercy's commitment to building a new hospital campus offering state-of-the-art medical equipment and facilities will provide specialized services and treatment options, serving the diverse health care needs of our growing region.

Moreover, a new hospital will strengthen our region's reputation as a hub for health care excellence, attracting talented health care professionals and specialists to our community. This will further enhance the quality and diversity of health care services available to our residents, ensuring that more people can access the care they deserve closer to home.

Mercy's project is a testament to this commitment to our region in prioritizing the health and well-being of our people and ensuring a brighter and healthier future for generations to come. I urge the Committee to recognize the need for this hospital and to vote in support of this project. Thank you for your time and attention to this matter.

Sincerely,

  
Joseph Kaimann  
Presiding Commissioner

  
Mike Mueller  
District 1 Commissioner

  
Matt Bass  
District 2 Commissioner

# WARREN COUNTY COMMISSION

Presiding Commissioner  
**Joe Gildehaus**  
jgildehaus@warrencountymo.org

Southern District Commissioner  
**Tom Meyer**  
tmeyer@warrencountymo.org

Northern District Commissioner  
**Matt Flake**  
maflake@warrencountymo.org  
April 25, 2024



Warren County Administration Building  
101 Mockingbird Ln., Ste 300  
Warrenton, MO 63383

Phone: 636-456-3045  
Fax: 636-456-1801

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

We are writing to express our support for the construction of a new Mercy hospital and campus in Wentzville. This initiative represents a critical step forward in helping provide for the needs of Warren County and the entire Tri-County region.

With population growth soaring in our region, the demand for greater access to quality health care has grown along with it. We need more hospital beds and medical services to ensure our residents have more accessible health care closer to home.

Mercy's proposed construction of a new 75-bed hospital campus will help address these needs with state-of-the-art medical services and facilities. This includes access to advanced diagnostic equipment, specialized treatment centers, emergency care services and a larger capacity to accommodate patients in need.

The new hospital campus will also have a positive impact on our local economy. It will create employment opportunities for health care professionals, construction workers, and other support staff, stimulating economic growth and development in our region.

This new hospital campus will also attract health care professionals and specialists, further enhancing the quality and diversity of services available to our residents, contributing to the overall health and vitality of our community.

We fully support Mercy's new hospital campus, and believe it holds significant promise for the health, economic prosperity and well-being of Warren County.

Sincerely,  
*Joe Gildehaus*  
The Warren County Commission

*Tom Meyer*  
*Matt E Flake*

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

As the St. Charles County Councilman for District 1, I am writing to express my support for Mercy's plan to establish a cutting-edge medical campus, complete with a 75-bed hospital, right here in Wentzville.

The rapid growth in Wentzville and its surrounding areas has brought a wave of new residents from all corners of Missouri. With this influx, there is a pressing need for accessible, high-quality healthcare services tailored to our community's needs. We find ourselves in a position where more healthcare options, conveniently located within our vicinity, are essential for the well-being of our residents.

Mercy's bold initiative to construct this hospital campus directly addresses these challenges head-on. By offering state-of-the-art medical services, including advanced diagnostic equipment and specialized treatment centers, Mercy demonstrates its commitment to meeting the evolving healthcare needs of our growing and diverse population. The expanded capacity to accommodate patients will ensure that individuals in our community receive the care they deserve, closer to home.

Moreover, Mercy's investment in this new medical campus will extend beyond healthcare benefits. It will serve as an economic catalyst, creating job opportunities for medical professionals, construction workers, and support staff. This infusion of employment opportunities will not only bolster our local economy but also contribute to the overall prosperity and development of our region.

In conclusion, I wholeheartedly endorse Mercy's proposal for a medical campus in Wentzville. I believe it signifies a pivotal moment in our community's journey toward improved health, prosperity, and overall quality of life. Thank you for considering my support for this transformative initiative.

Sincerely,



Matt Swanson  
St. Charles County Council – District 1  
636-288-6479





April 17, 2024

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I am writing to offer my full endorsement to Mercy's latest endeavor, the construction of a new hospital campus in Wentzville. As a cornerstone of the Archdiocese, Mercy's health care system has long served the health care needs of our brothers and sisters, and all who require care, regardless of their means or socioeconomic status.

The inception of Mercy's new medical campus in Wentzville heralds a continuation of the storied Sisters of Mercy's legacy, aimed at breaking down barriers and expanding health care services. This state-of-the-art 75-bed hospital campus will undoubtedly serve as a place for care and healing for residents in St. Charles, Warren and Lincoln counties, and beyond.


Since its establishment in 1986, Mercy has stood as a paragon of excellence among health care providers, not only within the St. Louis area but also far beyond Missouri's borders. However, the roots of our esteemed Mercy health system delve much deeper, spanning over 195 years back to the remarkable Catherine McAuley.

In 1827, Catherine, driven by her unwavering commitment to alleviate the plight of poverty in Dublin, utilized an unexpected inheritance to lay the foundation of the first House of Mercy. Her noble mission aimed to empower women with essential skills and to provide education to children, rallying a host of volunteers to champion her cause.

The legacy of Catherine McAuley blossomed further with the establishment of the Sisters of Mercy, a trailblazing religious order that fearlessly broke societal barriers to serve the impoverished, both within their homes and communities. Their journey led them to the shores of the United States in 1843 and eventually to St. Louis in 1871, where they embarked on a mission to establish hospitals across the Midwest. This rich legacy culminated in the merger of many of these hospitals in 1986, giving rise to the esteemed institution we now know as Mercy.

The visionary work initiated by Catherine McAuley continues to reverberate now, leaving an indelible mark on our region and world today. It is with great anticipation and gratitude that I look forward to the positive impact Mercy's new hospital campus in Wentzville will undoubtedly bring to our region. I encourage you to support Mercy's endeavor without delay.

Sincerely,

A handwritten signature in cursive script that reads "Mitchell T. Rozanski". The signature is written in black ink and is positioned below the word "Sincerely,".

Most Reverend Mitchell T. Rozanski  
Archbishop of St. Louis

April 19, 2024

Alison Dorge  
Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

On behalf of Greater St. Louis, Inc., I write to express support for Mercy's new hospital campus in Wentzville. As a civic organization deeply invested in the well-being and prosperity of our community and region, we believe this new hospital will bring immense benefits to the entire St. Louis region.

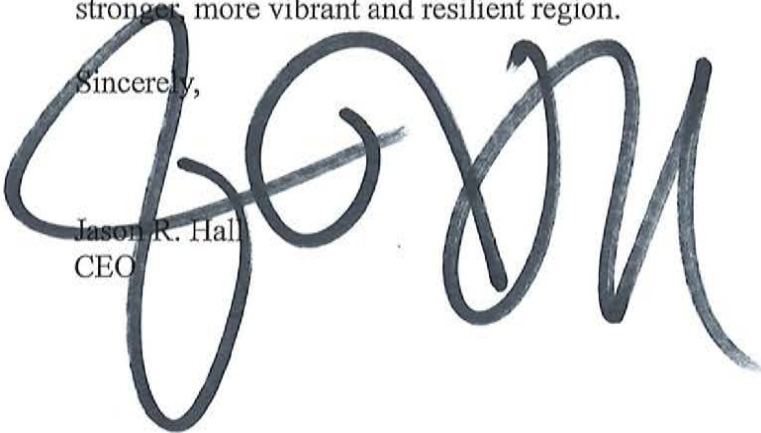
The need for accessible, high-quality health care services is paramount, especially in areas of our region experiencing significant growth. When there are limited health care options close to where our citizens live, these limitations not only affect the health outcomes of our residents, but also hinder the economic development and overall quality of life in our region.

Mercy's new Wentzville hospital represents a critical opportunity to address these challenges and to better meet the evolving health care needs of a growing region. This hospital campus will have far-reaching positive impacts on our regional economy. Not only will it create jobs and stimulate local economic growth, but it will also attract health care professionals and specialists, further enhancing the overall quality of care available to residents.

Greater St. Louis, Inc. believes Mercy's new hospital is not only a sound investment in the health and well-being of our community but also a testament to our collective commitment to building a stronger, more vibrant and resilient region.

Sincerely,

Jason R. Hall  
CEO

A large, stylized handwritten signature in dark ink, appearing to read 'JRM', is written over the typed name and title of Jason R. Hall.



May 2, 2024

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

**Subject:** Strong Support for Mercy's New Hospital Campus in Wentzville, Missouri

Dear Ms. Dorge,

This letter serves to express the St. Charles Regional Chamber's enthusiastic endorsement and support for Mercy's proposed new hospital campus in Wentzville, Missouri.

We understand the profound impact that accessible, high-quality healthcare facilities have on both the well-being of our residents and the economic prosperity of our community. A new hospital in Wentzville will undeniably improve access to critical medical services, including emergency care, for individuals, families, and businesses throughout the region.

Beyond offering comprehensive healthcare, Mercy's new campus will significantly contribute to our community's growth and vibrancy in several ways. The project will generate new employment opportunities, attract skilled healthcare professionals, and stimulate economic activity. This, in turn, will strengthen the overall health and growth of our local economy.

Having a state-of-the-art hospital in Wentzville will not only lead to improved health outcomes for residents, but will also contribute to increased productivity and a higher overall quality of life.

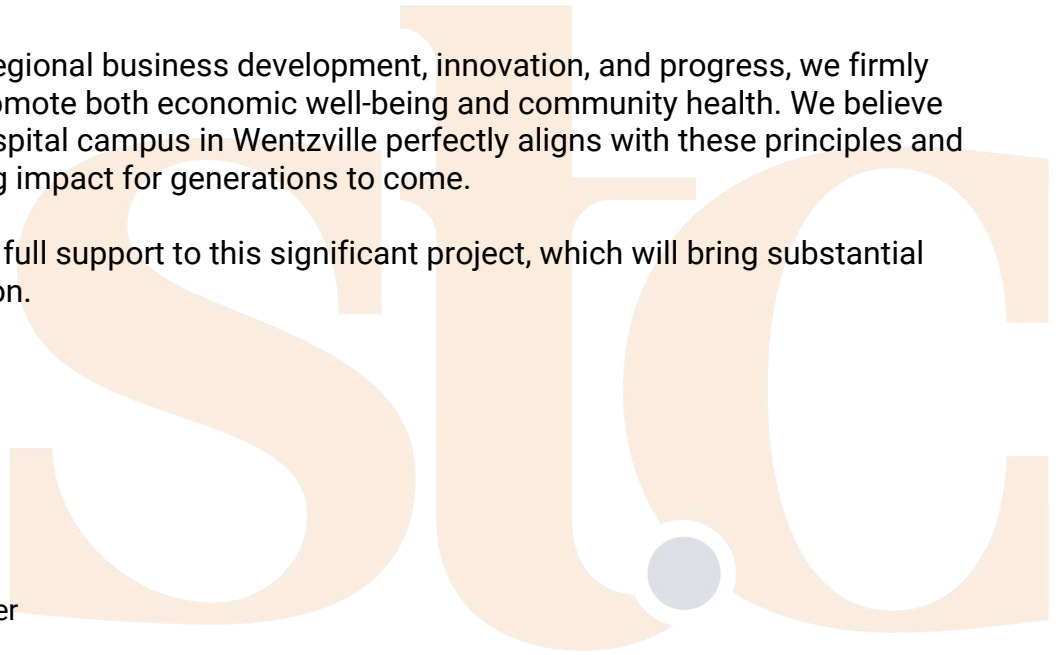
As strong advocates for regional business development, innovation, and progress, we firmly support initiatives that promote both economic well-being and community health. We believe that Mercy's proposed hospital campus in Wentzville perfectly aligns with these principles and will have a positive, lasting impact for generations to come.

We urge you to grant your full support to this significant project, which will bring substantial benefits to our entire region.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Tate".

Scott Tate  
President & CEO  
St. Charles Regional Chamber





April 17, 2024

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

On behalf of the Western St. Charles Chamber of Commerce, it is with great enthusiasm that I extend our full support for Mercy's proposal to establish a new hospital in Wentzville, Missouri. As a longstanding member of our chamber for over 12 years, Mercy has consistently demonstrated a commitment to the well-being of our community through active participation in various community activities and initiatives.

The proposed Mercy Hospital Wentzville project is a testament to Mercy's dedication to providing accessible, high-quality healthcare services to the residents of our region. The comprehensive nature of the project, which includes the construction of a 483,000-square-foot, 75-bed hospital and ambulatory complex, underscores Mercy's vision for the future of healthcare in our area.

We are particularly excited about the prospect of the hospital's location, which will be within a mile of our chamber office. This proximity will not only enhance accessibility to healthcare services for our community members but also contribute to the vibrancy and growth of the Wentzville area.

Furthermore, we wholeheartedly support Mercy's commitment to utilizing local, union labor for the construction of the hospital, which will generate significant economic benefits for our region. The projected creation of 375-500 construction jobs and the employment of hundreds of full-time employees upon completion of the facility will undoubtedly bolster our local economy and provide opportunities for our residents.

Mercy's emphasis on keeping care local aligns perfectly with our chamber's mission to promote the growth and prosperity of businesses and residents in our community. By providing high-quality healthcare services close to home, Mercy Hospital Wentzville will meet the needs of our growing population and ensure that individuals and families receive the care they deserve.

Moreover, Mercy's track record as a provider of high-quality, lower-cost healthcare services makes them the ideal partner for addressing the healthcare needs of our region. The significant investment in charity care and uncompensated care provided by Mercy underscores their commitment to serving all members of our community, regardless of their financial circumstances.

In conclusion, we believe that the establishment of Mercy Hospital Wentzville will not only address the current healthcare needs of our region but also position us for future growth and prosperity. We commend Mercy for their unwavering dedication to our community and pledge our full support for this vital project.

Thank you for considering our endorsement, and please do not hesitate to reach out if you require any further assistance or information.

Sincerely,



Tony Mathews  
President/CEO  
Western St. Charles Chamber of Commerce



**COTTLEVILLE WELDON SPRING**  
CHAMBER OF COMMERCE

636.336.2979  
5342 Highway N  
Cottleville, MO 63304

April 24, 2024

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I am writing to express my full support for the construction of a new Mercy hospital and campus in Wentzville. This plan represents a critical step forward in helping to ensure the health care needs of the region are met efficiently and effectively.

Saint Charles, Lincoln and Warren counties have experienced significant growth and development over the years, leading to an increase in population and demand for quality health care. More beds and services, including emergency services, are needed to help ensure residents in the region have greater access to health care closer to home.

Mercy's proposed construction of a new 75-bed hospital facility will help address these challenges by providing state-of-the-art medical services and facilities that align with modern health care standards. This includes access to advanced diagnostic equipment, specialized treatment centers, and a larger capacity to accommodate patients in need.

Additionally, Mercy's construction of a new hospital facility will have a positive impact on the local economy. It will create job opportunities for health care professionals, construction workers, and other support staff, thereby stimulating economic growth and development in the region.

A new hospital will attract health care professionals and specialists, further enhancing the quality and diversity of health care services available to residents in this area. This will not only benefit those in need of medical care but also contribute to the overall health and vitality of the community.

I urge the Committee to recognize the need for this hospital, and to vote in support of this project. Thank you for your time and attention to this matter.

Sincerely,

*Wendy Berry*

Wendy Berry  
Executive Director  
636.336.2979  
Wendy@cwschamber.com



May 1, 2024

Honorable State Representative Ben Baker, Chair  
Missouri Health Facilities Review Committee  
Certificate of Need Program  
920 Wildwood Drive  
P.O. Box 570  
Jefferson City, MO 65109

**RE: Support for the CON Request for Proposed Mercy Hospital in St. Charles County**

Dear Honorable State Representative Baker:

On behalf of the St. Charles County Economic Development Council (EDC), we strongly urge the Missouri Health Facilities Review Committee to approve the Certificate of Need request for the new \$650 million, state-of-the-art, 75-bed hospital proposed by Mercy in Wentzville, MO.

The EDC of St. Charles County was founded in 1990 to be a catalyst fostering growth, so businesses, institutions, communities, and individuals can succeed and flourish in St. Charles County and metro St. Louis. Our 31-member board is comprised of local leaders from government, business, healthcare, higher education, and community organizations.

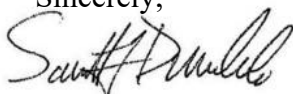
As the fastest growing Missouri county for decades, the population of St. Charles County is quickly approaching 420,000 and is expected to reach 500,000 within the next decade.

Despite the excellent hospitals and healthcare systems already here, the population-based formula from the Missouri Health Facilities Review Committee shows there is still a need for approximately 500 additional medical/surgical hospital beds in the area to be served by Mercy's new hospital.

All facilities in the area currently maintain at least 80% occupancy in the same type of bed, and Mercy is seeking to provide 75 more of those desperately needed beds. With our continued population growth, the need for this hospital and additional beds will only increase.

We hope you and the review committee will agree this growing part of Eastern Missouri deserves access to affordable healthcare and will grant Mercy's CON request for their proposed hospital in Wentzville – St. Charles County. Thank you for your consideration.

Sincerely,



Scott J. Drachnik  
President & CEO





April 30, 2024

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

**RE: Support Letter for Mercy Hospital Expansion**

Dear Ms. Dorge:

On behalf of the Greater Warren County Economic Development Council Board of Directors and member communities, I am writing to provide my endorsement of Mercy's plan for a state-of-the-art medical campus in Wentzville.

Wentzville and the surrounding area continue to experience significant growth, increasing the need for additional medical and health care services in our community. Mercy's plan will supply additional health care services closer to home for many of our residents.

The cutting-edge medical services provided through Mercy's new medical campus will include improved access to advanced diagnostic equipment, specialized treatment centers and expanded patient capacity.

Mercy's investment will also bolster economic growth for our community including employment opportunities for medical professionals, construction workers and support staff.

We strongly urge you to support Mercy's plan, which holds significant promise for our region.

Sincerely,

A handwritten signature in black ink, appearing to read "John F. [unclear]".

Business Development Consultant  
Greater Warren County Economic Development Council



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JOHN J. STIFFLER  
Executive Secretary/Treasurer  
E-mail: john@stlbtc.org

FRANK D. JACOBS  
President

JOHN O'MARA  
Vice President

4-25-24

Ms. Alison Dorge  
Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

**RE: *Mercy Hospital Wentzville  
CON Project 6106 HS***

Dear Mrs. Dorge:

I am writing to express St. Louis Building and Construction Trades' support for the construction of a new Mercy hospital and campus in Wentzville at the northwest corner of the intersection of Highways 64 and 70. We appreciate Mercy's commitment to using local skilled labor in its effort to expand and ensure the healthcare needs of the region.

Like Mercy, our leadership is aware of the residential and economic growth in Saint Charles, Lincoln and Warren counties. More beds and services are needed to help ensure the residents in the region have greater access to healthcare closer to home.

Mercy's proposed construction of a new 75-bed hospital facility will help address these challenges by providing state-of-the-art medical services and facilities that align with modern healthcare standards. This includes access to advanced diagnostic equipment, specialized treatment centers, and a larger capacity to accommodate patients in need.

Additionally, Mercy's construction of a new hospital facility will have a positive impact on the local economy. It will create job opportunities for not only healthcare professionals but for our members who live in the very community this hospital will serve.

As an organization with members living and working in this community, we ask the Committee to recognize the need for this hospital and to vote in support of this project. Thank you for your time and attention to this matter.

Sincerely,



John J. Stiffler  
Executive Secretary-Treasurer

JJS/gk



**KEVIN McLAUGHLIN**  
Executive Secretary-Treasurer

**JOEL POGOSE**  
President

1401 Hampton Avenue  
St. Louis, MO 63139

314-644-4800 • Fax: 314-644-4184  
[www.carpentersunion.org](http://www.carpentersunion.org)

4-30-24

Ms. Alison Dorge  
Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

**RE: *Mercy Hospital Wentzville  
CON Project 6106 HS***

Dear Mrs. Dorge:

I am writing to express Mid-America Carpenters Regional Council's support for the construction of a new Mercy hospital and campus in Wentzville at the northwest corner of the intersection of Highways 64 and 70. We value Mercy's commitment to using a local workforce to construct this new facility.

As leaders of this union local, we know a large percentage of our membership resides in Saint Charles, Lincoln and Warren counties. We are excited about Mercy's effort to expand hospital beds and healthcare services to this part of the Saint Louis region.

Mercy is truly acting as a community partner by its commitment to hiring from the very workforce that will be using this proposed facility. This will help grow the economy and bring new opportunities to the communities Mercy serves.

We urge the Committee to recognize the need for this hospital, and to vote in support of this project. Thank you for your time and attention to this matter.

Sincerely,

Steve Pinkley  
Regional Director



## *Lincoln County Ambulance District*

**Ray Antonacci EMT-P, Chief Administrator**

P.O. Box 157 – 1392 South Third St.

Troy, MO 63379

*Business: 636-528-8488 ex 302 Cell Phone: 636-290-3800 Fax: 636-528-6828 E-mail Address: ray@lcad.net*

April 29, 2024

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I am writing to offer my strong support for Mercy's plans for a new hospital campus in Wentzville, which will have a positive impact on health care services in our region.

For years, Mercy has demonstrated its commitment to providing health care closer to home for the people of Lincoln County. The hospital campus in Wentzville is anticipated to strengthen Mercy's overall services in the region while also benefiting its facility in Troy.

Expanding the health care infrastructure in our community to meet the needs of our expanding population is absolutely essential, and this new hospital campus will play a crucial role in achieving this goal. I am also pleased that Mercy plans to expand its emergency services as part of this project. This will have a positive impact on our region for many years to come.

Mercy's dedication to expanding access to health care services and emergency services in our region is great news for Lincoln County. I urge you to support Mercy's plan without delay.

Sincerely,

Ray Antonacci  
Chief Administrator  
Lincoln County Ambulance District

*Lincoln County Ambulance District....we're there for you!*



May 1, 2024

**Executive Director**

Julie Seymore

**Executive Board**

Dr. Jennifer Patterson, President  
Brent Niederer, Vice President  
Chuck Brooks, Treasurer  
Jared Howell, Secretary

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Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I'm excited to express my wholehearted endorsement of Mercy's transformative proposal to establish an advanced medical campus with a state-of-the-art 75-bed hospital campus in Wentzville.

As our region continues to experience rapid expansion, the necessity for cutting-edge medical facilities is increasingly apparent. The proposed Mercy hospital would help improve the health and wellness of our region by providing modern amenities and innovative treatments to address the evolving health care needs of our residents. They also intend to deliver new emergency services, which are greatly needed here.

For many residents, this hospital would mean greater access to quality care closer to home.

I have every confidence that Mercy's commitment to health care excellence will deliver significant benefits for Wentzville with this hospital campus. With your support, our region could seize this opportunity to create a brighter future for our children and families.

Please let me know if you would like to discuss anything further.

Sincerely,

Julie Seymore  
Executive Director

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I am writing to you as a resident of Lincoln County of 24 years and an employee of Mercy for the past six years. My connection to this community runs deep, with some of my family members having resided in Lincoln County for over 45 years. My husband and I moved to Lincoln in early 1999 with the intention of raising our children in this neighborly community.

I have witnessed firsthand the challenges that our community faces when it comes to accessing quality healthcare services. As my children grew, numerous trips outside the area for pediatric appointments became routine. One particularly distressing incident occurred when my oldest son broke his arm, and he had to endure a nearly hour-long drive while in excruciating pain to seek proper healthcare.

That is why I am writing to express my wholehearted support for Mercy's plan to construct a new 75-bed, next-generation hospital, and medical campus in Wentzville. This development represents a dream come true for families, and individuals in the Tri County area of Warren, Lincoln, and St. Charles counties.

Numerous patients, family members, and friends have confided in me about the need for expanded healthcare options in this Tri-County region. Additionally, many newcomers to our area have commended Mercy and its dedicated employees for their commitment to delivering exceptional patient care. However, some Lincoln County residents have expressed to me that they simply do not have the transportation means to make it into St. Louis County for better healthcare options. This results in many patients going without necessary medical treatment. A hospital in St. Charles County would undoubtedly alleviate this burden for many residents.

The broad range of services that Mercy intends to offer at this new hospital is truly remarkable. From cardiovascular and emergency services to neurosciences and oncology, the breadth and depth of care available will undoubtedly enhance the health and well-being of our community.

I firmly believe that healthcare closer to home is advantageous for all involved, and I sincerely hope that you share this sentiment. By lending your support to Mercy's hospital plan, you have the opportunity to make an immeasurable difference in the lives of countless individuals and families in our community.

Thank you for considering my perspective on this matter. I trust that you will make the decision that best serves the interests of our community and its residents.

Sincerely,

Stacy Ligon  
2489 Oak Forest Dr.  
Troy, Mo 63379

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I have worked at Mercy for seven years and have lived in St. Charles County for 18 years. I love this community and am proud to be raising my 15-year-old daughter here. Over the past few years, we've really seen the area grow and evolve, and it's been incredible to watch so many new schools and businesses open their doors to meet the needs of our community.

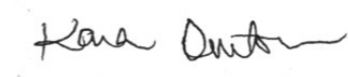
My daughter's been in the Wentzville school district for six years and in that time, we've seen three new schools open to support the rapidly growing population. And that's not including the two new elementary schools that opened in 2017 right before we moved into the district. We continue to be among the fastest growing school districts in the state as families move into the area and call it home. Housing developments are going up practically overnight all around us and the need for additional health care services is significant.

I am writing to express my support, and encourage your support, for Mercy's plan to build a new 75-bed hospital and medical campus in Wentzville. This plan is incredibly good news for families, individuals and business owners in our area. Many of us – including myself – are driving out of our way and into St. Louis County to access the quality care that Mercy provides. That's because people know they're getting high quality care when they choose Mercy. It would be phenomenal to have that care closer to home and particularly beneficial for those in need of specialty care.

The depth of services Mercy is planning to provide with this new hospital will be essential to care for our growing community. These services include cardiovascular, emergency services, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, orthopedics, pulmonology, radiology, urology, women's services and much more.

Please support the families in my community by supporting Mercy's hospital plan – it would make an immeasurable difference in so many lives.

Warmest regards,



Kara Overton  
71 Hidden Bluffs Drive  
Lake St. Louis MO 63367

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I have been an employee of Mercy for nearly four years, and my wife and I have been residents of St. Charles County for over 15 years. We truly love this community and are grateful for all that it has to offer us, both now and in the future.

When friends and neighbors talk with me about their own health care journey, they tell me they appreciate Mercy's continued dedication to high quality health care to the region, but often ask when they will build a new hospital in this area, so they won't have to travel from Troy or Warrenton or even further to get the care they need. Fortunately, that time is now.

I am writing to express my support, and encourage your support, for Mercy's plan to build a new 75-bed, next-generation hospital and medical campus in Wentzville. This plan is incredibly good news for families, individuals and business owners in this fast-growing area.

The depth of services Mercy is planning to provide with this new hospital are nothing short of extraordinary. These services include cardiovascular, emergency services, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, orthopedics, pulmonology, radiology, urology, women's services and much more. People will look to this new facility, not only as a beacon of the best health care, but as a place of hope and spiritual care as well.

I believe health care closer to home is better for everybody involved, don't you? Please support the families in western St. Charles County community by supporting Mercy's hospital plan. Your support would make an immeasurable difference in so many lives. If you would like to talk to me personally about my passion for this new facility, please feel free to give me a call at the number below.

Thanks so much for your kind attention!

Sincerely,

John R. Miller  
1209 Briarchase Dr.  
Lake Saint Louis MO 63367  
314-229-6490



Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I have been an employee of Mercy for six years, and my husband and I have been residents of St Louis County for 40 years. I have been working in the healthcare sector in St Louis for 26 years.

When friends and family who know I work for Mercy talk to me about their own health care journey, they tell me they appreciate Mercy's continued dedication to the region, but often ask when they will build a new hospital in the Wentzville area so they won't have to travel so far to get the care they need. Patients want their care to be local and convenient. That time is now.

I am writing to express my support, and encourage your support, for Mercy's plan to build a new 75-bed, next-generation hospital and medical campus in Wentzville. This plan is incredibly good news for families, individuals and business owners in this area.

The depth of services Mercy is planning to provide with this new hospital are nothing short of extraordinary. These services include cardiovascular, emergency services, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, orthopedics, pulmonology, radiology, urology, women's services and much more.

I believe health care closer to home is better for everybody involved, and I hope you agree. Please support the families in our community by supporting Mercy's hospital plan. Your support would make an immeasurable difference in so many lives.

Sincerely,

Christine M Keefe  
12843 Nanell Ln  
St Louis, MO 63127

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I have been an employee of Mercy for 8 years, and I am a Hospice Supervisor in the LCN area. When our patients in the LCN area want to go to the hospital, they request SSM St. Joseph West because it's the closest besides Mercy Troy Hospital. When paramedics take our patients to the hospital, they take to the closest Hospital which is SSM St. Joseph West Hospital. Having a Mercy Hospital in Wentzville will allow our Hospice population to build and to continue to provide care for the patient's on service that go to the closest Mercy Hospital being Wentzville.

When friends and neighbors who know I work for Mercy talk to me about their own health care journey, they tell me they appreciate Mercy's continued dedication to the region, but often ask when they will build a new hospital in the area so they won't have to travel so far to get the care they need. That time is now.

I am writing to express my support, and encourage your support, for Mercy's plan to build a new 75-bed, next-generation hospital and medical campus in Wentzville. This plan is incredibly good news for families, individuals and business owners in our area.

The depth of services Mercy is planning to provide with this new hospital are nothing short of extraordinary. These services include cardiovascular, emergency services, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, orthopedics, pulmonology, radiology, urology, women's services and much more.

I believe health care closer to home is better for everybody involved, and I hope you agree. Please support the families in my community by supporting Mercy's hospital plan. Your support would make an immeasurable difference in so many lives.

Sincerely,

Taylor Biondo, RN, BSN  
Hospice Supervisor

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I have been an employee of Mercy for 15 years, and my husband and I have been residents of St. Charles County for many years, I have lived in the county for 15 years, and we are raising our son here, and love our community.

My parents also live here in St. Charles County and have for the last 25 years. Currently when they need healthcare (which is a lot more often as they are getting older), they must go to Mercy St. Louis. This is quite a long trek for them. Having the new hospital in Wentzville would be much more convenient for them to receive care. It would also be beneficial for the rest of our family that lives in St. Charles to be able to visit more often when they are admitted to the hospital. I am looking forward to having another care option for myself as well.

I am writing to express my support, and encourage your support, for Mercy's plan to build a new 75-bed, next-generation hospital and medical campus in Wentzville. This plan is incredibly good news for families, individuals and business owners in our area.

The depth of services Mercy is planning to provide with this new hospital are nothing short of extraordinary. These services include cardiovascular, emergency services, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, orthopedics, pulmonology, radiology, urology, women's services and much more.

I believe health care closer to home is better for everybody involved, and I hope you agree. Please support the families in my community by supporting Mercy's hospital plan. Your support would make an immeasurable difference in so many lives.

Sincerely,

Stephanie Linde  
1021 Pasture Ridge Dr.  
St. Peters, MO 63304

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I have been an employed at Mercy 14 years in July. We moved our family from North St. Louis County in 2016 to Lincoln County and I can tell you that was a drastic change just to find a pediatrician at that point, we had to go with a nurse practitioner which was great but my kids now adults were only used to at that time a particular doctor. My kids are now getting to the age of having their own children so if they too want a pediatrician, they will have to travel to find one. I had both my kids prematurely and my drive was a 15 minutes and now the nearest Mercy hospital is St Louis, which is over an hour drive, we need a closer hospital. The expansion of Lincoln County over the last 8 year is scary, I bought a house in the country, it was 1 of 11 at the time, now it is 1 of hundreds in the same area the fields that we moved into are now houses.

I am writing this letter to show my support for Mercy's plan to build a 75-bed next generation hospital. This is not only good news for my children and their children, but for my community.

We really need healthcare closer to our community this will be amazing not to have to drive to St Louis every time we need specialty care, please support Mercy's hospital plan.

Vickie Nelson  
19 Tucker Ct  
Winfield, MO 63389

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I am an employee of Mercy for 30 plus years and a life-long resident of St. Charles County with my wife, Julia, and children. Julia and I have had several opportunities to relocate for our careers but have always decided to remain due to so much family and friends who live in the area and it being such a great place to live, work and play.

Family, friends and community members consistently have asked me over the years when is Mercy going to expand in the area. I've personally been involved in the planning and operationalizing our growth in the tri-county region and know the plan with the Wentzville facility will enhance our services and the access to care even more for the community.

I am writing to express my support, and encourage your support, for Mercy's plan to build a new 75-bed, next-generation hospital and medical campus in Wentzville. This plan is incredibly good news for families, individuals and business owners in our area.

The depth of services Mercy is planning to provide with this new hospital are nothing short of extraordinary. These services include cardiovascular, emergency services, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, orthopedics, pulmonology, radiology, urology, women's services and much more.

Health care closer to home is foundational to who we are as Mercy and why I'm excited for our plans to expand with a hospital in Wentzville. I'm asking for your support as well to bring care closer to home for those we serve. Your support would make an immeasurable difference in so many lives.

Sincerely,

Tony Rothermich  
65 Mexico Road  
Wentzville, MO 63385

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I have been an employee of Mercy for over 5 years currently and almost 8 years in total. My husband and I have been residents of St. Charles County for over 35 years and we are currently raising our children here. We love our community.

I have been a long-time patient of Mercy. I was born at Mercy St. Louis in 1988 and have continued to receive my care through this ministry since then. I am incredibly grateful for Mercy's dedication to their patients and to truly bringing to life the healing ministry of Jesus. I am here because of them. They brought me through the death of our stillborn son, through 3 additional miscarriages, through postpartum hemorrhage and other numerous severe complications. They also brought us through two high-risk pregnancies and subsequent births of our two healthy, beautiful daughters. I am forever grateful for their hand in helping me become a mother and for making sure I am here to raise them.

As a long-term resident of Western St. Charles County, I can attest to the "chatter" regarding the lack of adequate care "this side of the river". The prospect of having high-quality healthcare close to home would be not only incredibly exciting but also comforting. During one of my medical events where I was losing blood rapidly, the ride to Mercy St. Louis felt like an eternity. I laid in the back of the ambulance trying not to think about the possibilities of what could go wrong before we would arrive. A Mercy facility in our county could abate those same fears for many patients as well as save countless lives. Therefore, I am writing to express my support, and encourage your support, for Mercy's plan to build a new 75-bed, next-generation hospital and medical campus in Wentzville. This plan is incredibly good news for families, individuals and business owners in our area.

The depth of services Mercy is planning to provide with this new hospital are nothing short of extraordinary. These services include cardiovascular, emergency services, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, orthopedics, pulmonology, radiology, urology, women's services and much more.

I believe quality health care closer to home is better for everybody involved, and I hope you agree. Please support the families in my community by supporting Mercy's hospital plan. Your support would make an immeasurable difference in so many lives.

Sincerely,

Ashley Glose  
652 Wilmer Meadow Drive  
Wentzville, MO 63385

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I have been an employee of Mercy for 2 years, and my daughter and I have been residents of Foristell for many years. I am raising my child here, and we love our community.

There has been a great need of a hospital facility in the Wentzville area for years and with the great care that Mercy provides this is the time to make it happen. I have heard from multiple neighbors and friends throughout my community that are extremely excited about hearing the news of a possible Mercy hospital in our area. There are so many people that are in desperate need of medical attention and sometimes the commute to receive the medical services is not accessible and the services are never met. This hospital would make it so much more convenient for this population to receive the care they desperately need.

I am writing to express my support, and encourage your support, for Mercy's plan to build a new 75-bed, next-generation hospital, and medical campus in Wentzville. This plan is incredibly good news for families, individuals, and business owners in our area. This will not only provide the signature Mercy care for our community, but it will also provide hundreds of new jobs for our residents.

The depth of services Mercy is planning to provide with this new hospital are nothing short of extraordinary. These services include cardiovascular, emergency services, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, orthopedics, pulmonology, radiology, urology, women's services and much more.

I believe that my community would take full advantage of the new Mercy hospital and that it would give everyone a sense of comfort knowing they have an exceptional healthcare team located right here in Wentzville. Your support would make an immeasurable difference in so many lives.

Sincerely,

Amanda Walter  
423 Triathlon dr  
Foristell, MO 63348

My husband recently had to travel to Mercy Hospital Washington for care, because the ERCP was not available (at Mercy) near where we live. He had to stay in the hospital several days for antibiotics. This was a very long drive for me to visit him also. We could have went to St Louis, that is a one hour drive for us also. He needs to see a urologist but one is not available in our area with Mercy. We will be happy to have a larger hospital near where we live. Wentzille MO would be only 20 minutes from our home. Thank your very much.

Lori Boedeker



Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I have been an employee of Mercy for 34 years, and my husband and I have been residents of St Charles County for 20 years. We raised 2 children here and love our community.

When friends and neighbors who know I work for Mercy talk to me about their own health care journey, they tell me they appreciate Mercy's continued dedication to the region, but often ask when they will build a new hospital in the area, so they won't have to travel so far to get the care they need. That time is now. My children are in their late 20's. Their peer group is moving out to Warren and Lincoln in search of affordable housing.

Beyond the needs of young families, there is a great need for oncology services. In my job at Mercy, I support infusion devices. I see the growth in services and how full our current infusion centers are in the St. Louis County area.

I am writing to express my support, and encourage your support, for Mercy's plan to build a new 75-bed, next-generation hospital, and medical campus in Wentzville. This plan is incredibly good news for families, individuals, and business owners in our area.

The depth of services Mercy is planning to provide with this new hospital are nothing short of extraordinary. These services include cardiovascular, emergency services, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, orthopedics, pulmonology, radiology, urology, women's services and much more.

I believe health care closer to home is better for everybody involved, and I hope you agree. Please support the families in my community by supporting Mercy's hospital plan. Your support would make an immeasurable difference in so many lives.

Sincerely,

Lisa Finley RN, BS, MHA  
3232 Silvertrail Drive  
St. Charles, MO 63301

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I have been an employee of Mercy for 9 years, and my wife and I have been residents of Lincoln County for 24 years. We raised our four children here and love our community.

I have been a family physician in Troy for those 24 years that I have lived in Lincoln County. I have seen exponential growth in the region since moving here to begin my medical practice. When patients are needing emergency care that is beyond the capabilities of our small critical care access hospital, they are transported to SSM West in Lake St. Louis. The emergency department waits are several hours and many times if the patient is needing admitted, they are having to be transferred due to no bed availability. I have had many patients ask me if Mercy is going to build a new hospital in the area. As you are aware, western St. Charles County is one of the fastest growing areas in the state of Missouri and the hospital emergency department waits and lack of bed availability will only continue to get worse.

I am writing to express my support, and encourage your support, for Mercy's plan to build a new 75-bed, next-generation hospital and medical campus in Wentzville. This plan is incredibly good news for families, individuals and business owners in our area.

The depth of services Mercy is planning to provide with this new hospital are nothing short of extraordinary. These services include cardiovascular, emergency services, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, orthopedics, pulmonology, radiology, urology, women's services and much more.

I believe health care closer to home is better for everybody involved, and I hope you agree. Please support the families in my community by supporting Mercy's hospital plan. Your support would make an immeasurable difference in so many lives.

Sincerely,

Bradley J. Massey, DO  
4 Kimber CT  
Troy, MO 63379

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I am writing to express my support, and encourage your support, for Mercy's plan to build a new 75-bed, next-generation hospital and medical campus in Wentzville. This plan is incredibly good news for families, individuals and business owners in the area.

As a Mercy co-worker who lived and worked in St. Charles County for 16 years, I know how many of my family and friends travel far to get the care they want and need from Mercy's hospitals in St. Louis County. This new complex would help ensure they can access quality care, closer to home.

The depth of services Mercy is planning to provide with this new hospital are nothing short of extraordinary. These services include cardiovascular, emergency services, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, orthopedics, pulmonology, radiology, urology, women's services and much more.

I believe health care closer to home is better for everybody involved, and I hope you agree. Please support the families in this region by supporting Mercy's hospital plan. Your support would make an immeasurable difference in so many lives.

Sincerely,

Christy Mueller  
4921 Ferris Court  
Imperial, MO 63052

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I have been an employee of Mercy for 6 years, and my husband and I have been residents of St Charles County for many years, 16 year. We are raising our child here, and love our community. My family has also been patients with Mercy for 25 plus years. We would not even think about switching because the whole Mercy Ministry is amazing, not only within the hospital but also contributing to the communities they serve.

When friends and neighbors who know I work for Mercy talk to me about their own health care journey, they tell me they appreciate Mercy's continued dedication to the region, but often ask when they will build a new hospital in the area so they won't have to travel so far to get the care they need. That time is now. For example, if Mercy had a hospital and offices in Wentzville I would most definitely transfer all of my fathers physicians and care back to Mercy.

I am writing to express my support, and encourage your support, for Mercy's plan to build a new 75-bed, next-generation hospital and medical campus in Wentzville. This plan is incredibly good news for families, individuals and business owners in our area.

The depth of services Mercy is planning to provide with this new hospital are nothing short of extraordinary. These services include cardiovascular, emergency services, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, orthopedics, pulmonology, radiology, urology, women's services and much more.

I believe health care closer to home is better for everybody involved, and I hope you agree. Please support the families in my community by supporting Mercy's hospital plan. Your support would make an immeasurable difference in so many lives.

Sincerely,

Christine Murphy  
133 Forest Hill Dr  
St Charles MO 63303

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I have been an employee of Mercy for 26yrs years, and my husband and I have been residents of Warren County for over 18 years. We have finished raising our children here and love our farming community. Several of our children have started their families and live in Warren and St Charles Counties. With having children, healthcare closer to home is a definite need.

When friends and neighbors who know I work for Mercy talk to me about their own health care, they tell me they appreciate Mercy's continued dedication, but often ask when they will build a new hospital in the area so they won't have to travel so far to get the care they need. Quote " if you don't live down Hwy 44 you don't get a Mercy facility."

I am writing to express my support, and encourage your support, for Mercy's plan to build a new 75-bed, next-generation hospital and medical campus in Wentzville. This plan is incredibly good news for families, individuals and business owners in our area.

The depth of services Mercy is planning to provide with this new hospital are nothing short of extraordinary. These services include cardiovascular, emergency services, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, orthopedics, pulmonology, radiology, urology, women's services and much more.

I believe health care closer to home is better for everybody involved, and I hope you agree. Please support the families in my community by supporting Mercy's hospital plan. Your support would make an immeasurable difference in so many lives.

Sincerely,

*Debbie Matlock*  
*18495 Kersten Rd*  
*Marthasville, Mo 63357*

April 25, 2024

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

As a lifelong, multi-generational resident of Lincoln County, I have had the great fortune to work in many different roles in healthcare since 1980. I have been in my role as a clinic(s) practice manager with Mercy Hospitals for 27 years.

I have had the opportunity to know and understand the healthcare changes and needs that we as a rural health community are challenged with. In crisis situations or when specialty care is needed our patients must drive long distances to receive life altering healthcare. Our patients, who are friends, family and neighbors need healthcare close to home. The healthcare journey can often be very scary and difficult to navigate. With a Mercy Hospital and Specialty Physicians significantly closer and available we will be able to offer state-of-the-art healthcare timely and by reducing the distance for healthcare we take better care of our communities.

I am grateful for Mercy's continued dedication to the region and fully support and encourage your support for Mercy's plan for growth in healthcare with a state-of-the-art medical campus in Wentzville. This includes a 75-bed hospital and much needed specialty care.

The depth of services Mercy is planning to provide with this new hospital are nothing short of extraordinary. These services include cardiovascular, emergency services, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, orthopedics, pulmonology, radiology, urology, women's services and much more.

I believe health care closer to home is necessary for this fast-growing region of St. Charles and Lincoln County. Please support the families in my community by supporting Mercy's hospital plan. Your support would make an immeasurable difference in the lives of our patients, friends, and families.

Sincerely,

Lesia Cohea, Rural Health Clinic(s) Practice Manager

3158 Hwy B  
Elsberry, Missouri 63343

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I have been an employee of Mercy for 6 years, my family and I have been residents of Jefferson County for over 20 years. We have extended family and friends who live in St. Charles County and have for many years, who are raising their children here, and love our community.

I take pride in my daily work at Mercy and look forward to the continued growth and the ability to offer this support to more rural areas such as Wentzville and beyond. When friends and neighbors who know I work for Mercy talk to me about their own health care journey, they tell me they appreciate Mercy's continued dedication to the region, but often ask when they will build a new hospital in the area so they won't have to travel so far to get the care they need. That time is now.

I am writing to express my support, and encourage your support, for Mercy's plan to build a new 75-bed, next-generation hospital and medical campus in Wentzville. This plan is incredibly good news for families, individuals and business owners in our area.

The depth of services Mercy is planning to provide with this new hospital are nothing short of extraordinary. These services include cardiovascular, emergency services, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, orthopedics, pulmonology, radiology, urology, women's services and much more.

I believe health care closer to home is better for everybody involved, and I hope you agree. Please support the families in my community by supporting Mercy's hospital plan. Your support would make an immeasurable difference in so many lives.

Sincerely,  
Katy Williams MBA, RN  
2343 Pebble Creek Dr  
High Ridge, MO. 63049

Dear Ms. Dorge:

I have been an employee of Mercy for 3 years, and I have been a resident of St. Louis County or St. Charles County for my entire life. I am raising 2 children in St. Louis currently, but spend a fair amount of time in all of the St. Charles area counties for sports, family and various life events.

Particularly with the amount of children's sports games and practices I have viewed over the years in Wentzville, Troy, Warrenton and western St. Charles County, I have often wondered how parents can rest assured that injuries would result in immediate and long-term comprehensive care. Mercy has an excellent reputation among my friends and neighbors, which is one of the reasons I chose to leave the competitor healthcare system that I worked with for 18 years. This region deserves to have Mercy build a new hospital in the area so they won't have to travel so far to get the care they need.

I am writing to express my support, and encourage your support, for Mercy's plan to build a new 75-bed, next-generation hospital and medical campus in Wentzville. This plan is incredibly good news for families, individuals and business owners in our area.

The depth of services Mercy is planning to provide with this new hospital are nothing short of extraordinary. These services include pediatrics, cardiovascular, emergency services, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, orthopedics, pulmonology, radiology, urology, women's services and much more.

I believe health care closer to home is better for everybody involved, and I hope you agree. Please support the families in my community by supporting Mercy's hospital plan. Your support would make an immeasurable difference in so many lives.

Sincerely,  
Kathleen McMullen  
1033 Dautel Ln  
St. Louis, MO 63146



Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I have been an employee of Mercy for 14 years, and my husband and I have been residents of Warren County for many years. We are raising our grandchildren here and love our community.

I am writing to express my strong support for Mercy Wentzville Project, Mercy has demonstrated exceptional commitment and dedication. I have witnessed firsthand the outstanding work and positive impact brought by Mercy.

The depth of services Mercy is planning to provide with this new hospital are nothing short of extraordinary. These services include cardiovascular, emergency services, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, orthopedics, pulmonology, radiology, urology, women's services and much more.

I believe health care closer to home is better for everybody involved, and I hope you agree. Please support the families in my community by supporting Mercy's hospital plan. Your support would make an immeasurable difference in so many lives.

I am confident the Mercy Wentzville Project will continue to make significant impact and positively influence the lives of those they serve. Their dedication, passion, and expertise make them a valuable asset to the project.

Thank you for considering my support of Mercy Wentzville Project. I am confident that their ongoing efforts will yield results and create lasting change for the better.

Sincerely,

Jennifer M Lambert  
1032 Mohican Ct  
Warrenton MO 63383

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I have been an employee of Mercy for 17 years, and my husband and I have been residents of St. Charles County for 20 years. We raised our children here and love our community.

As you know, Mercy is taking steps to build a new medical campus in Wentzville. As a Mercy co-worker who lives in St. Charles County, I know how many of my friends and neighbors travel far to get the care they want and need from Mercy's hospitals in St. Louis County. This new complex would help ensure they can access quality care, closer to home. I sincerely hope you will endorse and support this new hospital that will mean so much to families in this region.

Soaring population growth in St. Charles, Lincoln and Warren counties necessitates more health care services in the region. Mercy's plan to build a new 75-bed, next-generation hospital and medical campus in Wentzville is very good news for individuals and families in our area. When health care services are needed, I think we all can agree that care closer to home is better for everyone involved. I hope you will support the people of the tri-county region by supporting Mercy's plan

I believe health care closer to home is better for everybody involved, and I hope you agree. Please support the families in my community by supporting Mercy's hospital plan. Your support would make an immeasurable difference in so many lives.

Sincerely,

Megan Whiting  
603 Turtle Creek Court  
St. Peters, MO 63376

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I have been an employee of Mercy for 36 years, and my husband Mikel and I have been residents of Warren County for our whole life. We have raised our 3 children here and love our community.

When friends and neighbors who know I work for Mercy talk to me about their own health care journey, they tell me they appreciate Mercy's continued dedication to the region, but often ask when they will build a new hospital in the area, so they won't have to travel so far to get the care they need. They are excited that is in the works!

I am writing to express my support, and encourage your support, for Mercy's plan to build a new 75-bed, next-generation hospital, and medical campus in Wentzville. This plan is incredibly good news for families, individuals, and business owners in our area.

The depth of services Mercy is planning to provide with this new hospital are nothing short of extraordinary. These services include cardiovascular, emergency services, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, orthopedics, pulmonology, radiology, urology, women's services and much more.

I believe health care closer to home is better for everybody involved, and I hope you agree. Please support the families in my community by supporting Mercy's hospital plan. Your support would make an immeasurable difference in so many lives.

Sincerely,  
Mary Roach  
Warrenton MO

Ms. Alison Dorge, Program Coordinator

Missouri Certificate of Need Program

920 Wildwood Drive

Jefferson City, Missouri 65109

Dear Ms. Dorge:

I have been an employee of Mercy for 4 years, and my boyfriend and I have been residents of Saint Charles County for many years and it constantly growing. I graduated from the Wentzville School District, and I believe the entire area will benefit from another hospital on this side of the river.

When friends and neighbors who know I work for Mercy talk to me about their own health care journey, they tell me they appreciate Mercy's continued dedication to the region, but often ask when they will build a new hospital in the area, so they won't have to travel so far to get the care they need. That time is now.

I am writing to express my support, and encourage your support, for Mercy's plan to build a new 75-bed, next-generation hospital and medical campus in Wentzville. This plan is incredibly good news for families, individuals and business owners in our area. The depth of services Mercy is planning to provide with this new hospital are nothing short of extraordinary. These services include cardiovascular, emergency services, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, orthopedics, pulmonology, radiology, urology, women's services and much more. I believe health care closer to home is better for everybody involved, and I hope you agree.

Please support the families in my community by supporting Mercy's hospital plan. Your support would make an immeasurable difference in so many lives.

Sincerely,

Madison Westhoff 1027 Goss Ct Wentzville, Mo 63385

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109  
April 25, 2024

Dear Ms. Dorge:

I have been an employee of Mercy for 32 years, and have been a resident of St Charles County for over 35 years. I have raised my children here we love our community. In this entire time, however, there has never been a Mercy hospital in this area. The people of this county have had to choose between SSM or BJC unless they wanted to travel across the river into St Louis.

When friends and neighbors who know I work for Mercy talk to me about their own health care journey, they tell me they appreciate Mercy's continued dedication to the region, but often ask when they will build a new hospital in the area so they won't have to travel so far to get the care they need. That time is now.

I am writing to express my support, and encourage your support, for Mercy's plan to build a new 75-bed, next-generation hospital and medical campus in Wentzville. This plan is incredibly good news for families, individuals and business owners in our area.

With the location being at a major interstate intersection, it will undoubtedly draw many travelers who need quality patient care.

The depth of services Mercy is planning to provide with this new hospital are nothing short of extraordinary. These services include cardiovascular, emergency services, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, orthopedics, pulmonology, radiology, urology, women's services and much more.

I believe health care closer to home is better for everybody involved, and I hope you agree. Please support the families in my community by supporting Mercy's hospital plan. Your support would make an immeasurable difference in so many lives.

Sincerely,

Lisa Long  
369 HWY DD  
Defiance, Mo  
63341

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I have been an employee of Mercy for 7 years, and my husband and I have been residents of St. Charles for 34 years. We raised our four children here and love our community.

When friends and neighbors who know I work for Mercy talk to me about their own health care journey, they tell me they appreciate Mercy's continued dedication to the region, but often ask when they will build a new hospital in the area, so they won't have to travel so far to get the care they need. That time is now.

I am writing to express my support, and encourage your support, for Mercy's plan to build a new 75-bed, next-generation hospital, and medical campus in Wentzville. This plan is incredibly good news for families, individuals, and business owners in our area.

The depth of services Mercy is planning to provide with this new hospital are nothing short of extraordinary. These services include cardiovascular, emergency services, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, orthopedics, pulmonology, radiology, urology, women's services and much more.

I believe health care closer to home is better for everybody involved, and I hope you agree. Please support the families in my community by supporting Mercy's hospital plan. Your support would make an immeasurable difference in so many lives.

Sincerely,

Pamela Boker  
220 Sarah Drive  
O'Fallon, MO 63366

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I have been an employee of Mercy for 13.5 years and have been a resident of Wentzville for 16 years. I am raising my children here, and love this community.

Thinking about my own healthcare journey, I appreciate Mercy's continued dedication to the region, but have often wondered when they will build a new hospital in the Wentzville area so that I won't have to travel so far to get the care I need. That time is now.

I am writing to express my support and encourage your support, for Mercy's plan to build a new 75-bed, next-generation hospital and medical campus in Wentzville. This plan is incredibly good news for families, individuals and business owners in our area.

The depth of services Mercy is planning to provide with this new hospital are nothing short of extraordinary. These services include cardiovascular, emergency services, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, orthopedics, pulmonology, radiology, urology, women's services and much more.

I believe health care closer to home is better for everybody involved, and should be supported and celebrated. Making this plan a reality would mean many patients in the area could have access to quality medical care without traveling far. You would be a champion for us in Wentzville by doing everything you can to help make this Mercy hospital campus a reality. Please support the families in my community by supporting Mercy's hospital plan. Your support would make an immeasurable difference in so many lives.

Sincerely,

Melissa Seabaugh  
742 Derby Way Dr  
Wentzville, MO 63385

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I have been an employee of Mercy for 12 years, and my husband and I have been residents of Franklin County for over 40 years. Our parents, both sides, are long time residents, as well. We have chosen to live, work, and raise our child in this community because our roots are set deep here.

My journey as a Mercy co-worker did not begin by active choice on my part, but rather through Mercy's acquisition of the medical group for which I had worked with for 5 years. I share this because while I did not actively choose Mercy to start; I continue to choose Mercy every single day. I choose to work for Mercy because of the excellent care for patients. I choose to work for Mercy because of the dedication to the Mission, not just in words but in actions.

Mercy has supported growth in my career to a level that I could never have envisioned 12 years ago. Working for Mercy has deepened my connection with my community and allowed me to be an active support to the caregivers who save lives every single day. I encourage others to work at Mercy and a new hospital in this area would afford many new and fulfilling career opportunities for individuals in the surrounding communities.

My experiences as a patient at Mercy have also been exceptional. I chose Mercy for the delivery of my son. When he was only one month old, he had to have an emergency surgery that ultimately saved his life. The staff at Mercy supported us as new parents in ways that we could not have imagined. No one can prepare you for those situations, but the kindness and expertise of medical staff and caregivers truly hold you up and take you through those times. There is no doubt that Mercy co-workers are exceptional because Mercy seeks those with talents, skills, and connection to our mission of compassionate care with dignity at the forefront.

I share all of this with you for great purpose. To not only express my support, and encourage your support, for Mercy's plan to build a new 75-bed, next-generation hospital and medical campus in Wentzville, but so you understand why I am personally moved to do so. Mercy's plan is supportive of the families and surrounding communities who deserve exceptional care and career opportunities close to home.

The depth of services Mercy is planning to provide with this new hospital are nothing short of extraordinary. These services include cardiovascular, emergency services, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, orthopedics, pulmonology, radiology, urology, women's services and much more.

Please support the families in the surrounding communities by supporting Mercy's hospital plan. Your support would make an immeasurable difference in so many lives.

Sincerely,

Michelle Kasmann



8 Tanya Lane  
Washington, Missouri 63090

Hi, my name is Ryan Hickerson and I'm a Registered Nurse who works here at Mercy Hospital St. Louis as triage nurse at Mercy Clinic Neurology. Me and my wife have been residents of Wentzville for the past couple of years and love living there. It's such a great community but healthcare options in the western portion of St. Charles County are very hard to come by. The majority of people who live here would have to drive to Mercy St. Louis (40 minute drive) or Mercy Washington (50 minute drive). Having Mercy Hospital Wentzville will help the community in the area with much needed healthcare in an area that is lacking it currently. As for me and my family we have a child on the way and it's very refreshing to know that there will be Emergency Services close to home for my family. Also with me being a nurse, and my wife being a nurse as well, this gives us the opportunity to work closer to home which is something that I would love the opportunity to pursue. Please push forward on this project which will positively impact the lives of us in Wentzville but those throughout the St. Louis area.

Ryan Hickerson, RN  
415 Wildflower Ridge Court, Wentzville, MO, 63385

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I have been an employee of Mercy for 5 years, and my Wife and I moved from the State of Vermont to St. Charles County in 1995. A year later we decided to make our nest here in Wentzville, MO. We have raised our two children here and Wentzville will always be the City they grew up in. Now our grandchildren share this same experience with us, and we love this Community. I served the City of Wentzville for 8 years as a Police Chaplain and reserve Police Officer during these years.

We have watched for many years with the changing of guard many times with the local Behavioral Facility. While we all love this community, we travel outside the county for care that requires a special level of attention. All of my cardiac care has been in Mercy StL, Mercy Washington and Mercy Lincoln County. I have watched their commitment to the communities that they serve in be impactful in ways that expand outside of healthcare and into the streets.

We have found a level of care in Mercy that truly is amazing. Which is why I chose to utilize my background/skillset and work here.

Another personal level of excitement for our local City is that I may get to work right in my hometown! I can't think of a more wonderful sense of pride than representing in my hometown.

I am writing to express my support, and encourage your support, for Mercy's plan to build a new 75-bed, next-generation hospital and medical campus in Wentzville. This plan is incredibly good news for families, individuals and business owners in our area.

The depth of services Mercy is planning to provide with this new hospital are nothing short of extraordinary. These services include cardiovascular, emergency services, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, orthopedics, pulmonology, radiology, urology, women's services and much more.

I believe health care closer to home is better for everybody involved, and I hope you agree. Please support the families in my community by supporting Mercy's hospital plan. Your support would make an immeasurable difference in so many lives.

Sincerely,

Ronald & Kathy Joly  
221 Charging Bear Dr.  
Wentzville, MO 63385

Ms. Alison Dorge, Program Coordinator  
Missouri Certificate of Need Program  
920 Wildwood Drive  
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I have been an employee of Mercy for 11 years, and my husband and I have been residents of Warren County for 21 years. We have raised our children here, and love our community.

As you know, Mercy is taking steps to build a new medical campus in Wentzville. As a Mercy co-worker who lives in Warren County, I know many of my friends, family and neighbors travel far to get the care they want and need from Mercy's hospitals in St. Louis County. This new complex would help ensure they can access quality care, closer to home. I sincerely hope you will endorse and support this new hospital that will mean so much to families in this region.

I am writing to express my support, and encourage your support, for Mercy's plan to build a new 75-bed, next-generation hospital and medical campus in Wentzville. This plan is incredibly good news for families, individuals and business owners in our area.

The depth of services Mercy is planning to provide with this new hospital are nothing short of extraordinary. These services include cardiovascular, emergency services, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, orthopedics, pulmonology, radiology, urology, women's services and much more.

I believe health care closer to home is better for everybody involved, and I hope you agree. Please support the families in my community by supporting Mercy's hospital plan. Your support would make an immeasurable difference in so many lives.

Sincerely,

Robyn Ellis  
238 Midland Dr  
Wright City, MO 63390

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# CLASSIFIED

All real estate advertising in this newspaper is subject to the Federal Fair Housing Act of 1968, as amended which makes it illegal to advertise "any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status or national origin, or an intention to make any such preference, limitation, or discrimination." This newspaper will not knowingly accept any advertising for real estate which is in violation of this law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.



## Homes for Sale MO

4046 PHILLIPS, Tower Grover South  
Come see this totally remodeled 2 bdrm brick home! Full bsmt. New ss appliances in kit., refin. hwd floors, interior freshly painted. Nothing to do but just move in. \$225,750.  
Open House Sunday, 1-3 pm.  
Blase & Teepe Realtors  
314-607-5006 or 314-277-5279

## Homes for Sale IL

FOR SALE- LAND- 60 acres in Southern Illinois. Within minutes of Lake Egypt. Near the I-57 and I-24 interchange. Ideal location. Lots of deer. Price: \$299,800  
618-520-8634

## Land for Sale

40 Acres, Wooded, 24-yr old house w/ w/o bsmt that is half fin. 30x48 heated pole barn, Jefferson Co, IL- Grand Prairie Twnship. Call for details. 618-780-0211

## Office-Retail Space

FOR SALE 10K sq.ft. WAREHOUSE  
Midtown STL Warehouse, 63103  
\$495,000  
For more information  
Call 314-486-1100  
RealtyNET McClain, Realtors

## Rental MO

Fox Hill Apartments - Now Accepting Applications for 1, 2, 3, & 4 Bedroom Floor Plans.  
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Private Hunting Resort for Lease.  
Forty miles south of Rolla w/ 477 acres wilderness, 3 bed, 2 bath brick home on Hwy 63. All for \$30,000/year. Call 618-731-6678.

## Vacation Rentals

**Gulf Shores-Ft. Morgan**  
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Read 1-800-678-2306  
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Delivered and Stacked at your location.  
30 yrs of service.  
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## Merchandise Wanted

WANTED: Historian will pay top \$\$ for German-Japanese VW II relics 314-249-5369

## Public Notices

Mercy Health East Communities and Mercy Hospital Wentzville are applying for a Certificate of Need and seeking approval from the Missouri Health Facilities Review Committee to construct and operate a 75 medical / surgical bed hospital to be located at approximately 38°48'29"N; 90°50'39"W, at the northwest corner of the intersection of Highways 70 and 64 in Wentzville, Missouri. Please contact Richard Hill with any questions or concerns, at (314) 621-2939 or [rhil@lshlybaer.com](mailto:rhil@lshlybaer.com)

## PUBLIC NOTICE

AVAILABLE FUNDING OF FOOD, SHELTER AND ENERGY PROGRAMS

ST LOUIS CITY, ST LOUIS COUNTY AND JEFFERSON COUNTY IN MISSOURI AND MADISON COUNTY, MONROE COUNTY AND ST CLAIR COUNTY IN ILLINOIS HAVE BEEN AWARDED FEDERAL FUNDS MADE AVAILABLE THROUGH THE DEPARTMENT OF HOMELAND SECURITY (DHS)/ FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER THE EMERGENCY FOOD AND SHELTER NATIONAL BOARD PROGRAM. The selection was made by a National Board that is chaired by the U. S. Department of Homeland Security's Federal Emergency Management Agency and consists of representatives from American Red Cross; Catholic Charities, USA; National Council of the Churches of Christ in the USA; The Jewish Federations of North America; The Salvation Army; and United Way Worldwide. The Phase 41 Local Board was charged to distribute funds appropriated by Congress to help expand the capacity of food and shelter programs in high-need areas around the country. A Local Board

## Public Notices

made up of agencies and volunteers who serve these counties will determine how the funds awarded to St. Louis City, St. Louis County and Jefferson County, MO and Monroe County, Madison County and St. Clair County in Illinois are to be distributed among the emergency food and shelter programs run by local service agencies in the area. The Local Board is responsible for recommending agencies to receive these funds and any additional funds made available under this phase of the program. Under the terms of the grant from the National Board, local agencies chosen to receive funds must: 1) be private voluntary nonprofits or units of government, 2) be eligible to receive Federal funds, 3) have an accounting system, 4) practice nondiscrimination, 5) have demonstrated the capability to deliver emergency food and/or shelter programs, and 6) if they are a private voluntary organization, have a voluntary board. Qualifying agencies are urged to apply.

Public or private voluntary agencies interested in applying for Phase 41 Emergency Food and Shelter Program funds can access the application via the United Way of Greater St. Louis website, [www.helpingpeople.org](http://www.helpingpeople.org). Click on "AGENCY HQ" and scroll down and click on "Other United Way Programs" to view eligibility requirements, deadlines and additional information on the Emergency Food and Shelter Program application process. <https://helpingpeople.org/emergency-food-and-shelter-program-efsp-grants/>

The deadline for applications to be received is Friday, April 26th at 5:00PM.

## Public and Self Storage

**1-800-Pack-Rat (MO-Bridgeton-6101)**  
**13886 Corporate Woods Trl.**  
**Bridgeton, MO 63044**  
**877-774-1537**

### Notice of Sale

Tenant	Unit #
Brown, Ciroshinda	803975
Gurganus, Shawn	D53536
Moore, Alexus	D66333
Wyatt, George	802028

1-800-Pack-Rat (MO-Bridgeton-6101), 13886 Corporate Woods Trl., Bridgeton, MO 63044, has possessory lien on all of the goods stored in the units above. All these items of personal property are being sold pursuant to the

[STLtoday.com/teachers](http://STLtoday.com/teachers)

## Public and Self Storage

assertion of the lien on 4/22/2024 at 10:00 AM in order to collect the amounts due from you. The sale will take place on [www.storageareasures.com](http://www.storageareasures.com) from 4/22/2024 to 4/29/2024 at 12:00 PM

## Bids and Proposals

### ADVERTISEMENT FOR BID

Sealed bids for the August A. Busch Memorial Conservation Area Exterior Renovations (49-01-B0 and 49-01-B6), St. Charles County, Missouri, will be received online at Virtubid with QuestCDN, UNTIL 2:00 PM, April 25, 2024, then publicly opened. A Non-Mandatory Pre-Bid meeting will be held for this project on April 4, 2024 at 1:00 AM at the August A. Busch Memorial Conservation Area, 2360, Highway D, St. Charles, MO 63304. Project bid documents must be downloaded at [www.questcdn.com](http://www.questcdn.com). Quest number 9027808 for a non-refundable cost of \$42.00, which will add your company to the Planholder List and allow access to Virtubid for online submittal of your bid. For project questions contact Joaquin Marquez, (573) 619-9847, bidding questions contact Laura Buchanan (573) 522-4115 ext. 3727. QuestCDN Customer Support is available at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com)

### ADVERTISEMENT FOR BIDS

Sealed bids will be received by Francis Howell School District, 801 Corporate Centre Drive, O'Fallon, MO, until **THURSDAY, APRIL 25, 2024, AT 2:00 PM, CDT**, for the Henderson Elementary School Addition and Renovations. Bids will be opened publicly at that time.

Drawings and specifications for this project are on file at the office of the Architect, Hoener Associates, Inc., 6707 Plainview Avenue, St. Louis, MO 63109, (314) 781-9855.

Information as to bidding instructions and requirements for procuring bidding documents may be obtained from the Architect.

Not less than the prevailing hourly wage rates, as determined by the State of Missouri, Division of Labor Standards, shall be paid all workers employed on this project.

The Board of Education reserves the right to waive technicalities, to select any contractor filing a proposal, and to reject any or all bids.

**A VOLUNTARY PRE-BID MEETING WILL BE HELD ON THURSDAY, APRIL 11, 2024, AT 10:00 A.M. CDT, AT THE PROJECT SITE.**

By: Mr. Salum Stutzer,  
Director of Facilities  
Francis Howell School District

## Bids and Proposals

BUDGET ESTIMATE: \$15,000,000  
DRAWINGS AVAILABLE:  
Wednesday, April 3, 2024  
(Call to confirm)  
PLAN DEPOSIT:  
None (Digital Access Only)

### CITY OF ST. LOUIS BOARD OF PUBLIC SERVICE

**REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES FOR OPEN-ENDED CIVIL, STRUCTURAL, SURVEYING, GEOTECHNICAL, ESTIMATING AND DRAFTING SERVICES AT ST. LOUIS LAMBERT INTERNATIONAL AIRPORT.**  
Statements of Qualifications are due by 5:00 PM CT, Wednesday, May 1, 2024, through the Bid Express online portal at <https://www.bidexpress.com/businesses/20618/home?agency=true>. RFQ may be obtained from the BPS website <https://www.stlouismo.gov/government/departments/public-services/bps-online-plan-room.cfm> under OnLine Plan Room-Plan Room, or call Board of Public Service at 314-589-6214. 25% MBE and 5% WBE participation goals.

### Diesel and Gasoline Transport Size Fuel Loads

#### Advertisement to Bid

The City of St. Charles School District desires to solicit bids to contract with a vendor to deliver tanker loads of approximately 45,000 gallons of Diesel fuel, and approximately 40,000 gallons of unleaded on an "as needed" basis.

The full RFP Packet is available from our website [www.stcharlessd.org](http://www.stcharlessd.org) under the Business Tab - Bids/RFPs. Request for Proposals are due by May 7, 2024 at 11:30 am. No late bids will be accepted.

For questions and bid specifications, please contact the Director of Facilities, Scott Bennett at [sbennett@stcharlessd.org](mailto:sbennett@stcharlessd.org). The City of St. Charles School District reserves the right to reject any or all bids.

### NOTICE TO CONTRACTORS

OWNER: The Board of Governors for the Missouri State University

Submitted bids for the FY24 PARKING LOT MAINTENANCE, SPRINGFIELD CAMPUS must be received electronically through our e-bidding service provider, DemandStar at <https://www.demandstar.com/app/agencies>

## Bids and Proposals

/missouri/missouri-state-university/procurement-opportunities/6e6a3a7-625e-4022-b6b8-c476650addc0/, by 2:00 p.m. on April 23, 2024. Submitted bids will then be publicly opened and read aloud. With each proposal, a certified check or bid bond properly executed by the bidder in the amount of five percent (5%) of the bid shall be submitted.

Further information on plans, specifications, and our e-bidding service provider, DemandStar can be obtained at <https://plans.missouristate.edu/>.

Attention of bidders is particularly called to the requirements as to the conditions of employment to be observed. Bidders must agree to comply with the prevailing wage rate provisions and other statutory regulation as referred to in the specifications.

MSU is an AA/EQ institution.

### RFQ2024-01 - STA #3 RENOVATION

Design Build Services

The O'Fallon Fire Protection District (OFPD) proposes to retain a qualified firm/team for the Design Build Services required for the construction of: OFPD House #3 Renovations. To facilitate the selection of the Design Builder for this project, interested firms/teams are invited to submit a response to this RFQ for consideration. Specifications for this Request for Qualification may be obtained commencing April 1, 2024 and thereafter from the OFPD. All interested parties shall email your request to:

Attn: Amy McCulloch  
[amcculloch@ofallonfire.org](mailto:amcculloch@ofallonfire.org)

Sealed responses will be received by the O'Fallon Fire Protection District, at the O'Fallon Fire Protection District Administration Office, 111 Laura K Drive, O'Fallon, MO 63366 until 2:00 p.m., Local Time, April 19, 2024. The OFPD reserves the right to accept or reject any or all responses.

Find your next favorite dish at:  
[STLtoday.com/food](http://STLtoday.com/food)  
ST. LOUIS POST-DISPATCH



# ST. LOUIS POST-DISPATCH

## AFFIDAVIT OF PUBLICATION

Mercy/Conroy Media-Legals  
c/o Conroy Media, LTD  
2015 Spring Rd., Ste. 235  
Oak Brook, IL 60523  
Attn: Betsy Thompson (Affidavit Enclosed)

Ad Number – 129296 – PO# Betsy Thompson - Description: Mercy Health East Communities and Mercy Hospital Wentzville are applying for a Certificate of Need...

THE ATTACHED ADVERTISEMENT WAS PUBLISHED

In the St. Louis Post-Dispatch on the following date(s): 4/12/2024

A version of the ad also appeared on STLtoday.com Starting: 4/12/2024

  
COMPANY REPRESENTATIVE

Mercy Health East Communities and Mercy Hospital Wentzville are applying for a Certificate of Need and seeking approval from the Missouri Health Facilities Review Committee to construct and operate a 75 medical / surgical bed hospital to be located at approximately 38°48'29"N; 90°50'39"W, at the northwest corner of the intersection of Highways 70 and 64 in Wentzville, Missouri. Please contact Richard Hill with any questions or concerns, at (314) 621-2839 or rhill@lshybaer.com

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 4/17, 2024

  
NOTARY PUBLIC, CITY OF ST. LOUIS

901 N. TENTH ST., ST LOUIS MO 63101

PHONE 314-340-8000

MADLINE KELLER  
Notary Public - Notary Seal  
St. Louis City - State of Missouri  
Commission Number 19569759  
My Commission Expires Mar 19, 2027

**FOR THE EXCLUSIVE USE OF JOE.POELKER@MERCY.NET**

From the St. Louis Business Journal:

<https://www.bizjournals.com/stlouis/news/2024/04/05/mercy-new-hospital-complex-st-charles-county.html>

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Health Care

# St. Louis health system plans to build new \$650M hospital complex



By [Diana Barr](#) – Associate Editor, St. Louis Business Journal  
Apr 5, 2024 **Updated** Apr 5, 2024 9:19am CDT

Listen to this article 5 min



Mercy, the Chesterfield-based multistate health system, plans to build a new \$650 million hospital complex in Wentzville.

The nonprofit health system said Friday that it has filed a letter of intent with the Missouri Department of Health and Senior Services to build the 75-bed hospital. The 483,000-square-foot medical complex, with a projected cost of \$650 million, will be located on about 60 acres near the intersection of Interstates 64 and 70, officials said in a press release.





A rendering of Mercy's proposed new 75-bed hospital campus in Wentzville. The \$650 million, 483,000-square-foot medical complex will be located on about 60 acres near the intersection of Interstate 64 and Interstate 70.

MERCY

Mercy acquired the property for the new hospital complex over the last five to 10 years, a spokesperson told the *Business Journal* without providing more detail about its purchase.

The health system will file an application with the state in May for a so-called [certificate of need](#), seeking a decision by the regulatory committee in July, the spokesperson said.

Once the new hospital is approved by regulators, work on the project is expected to take about four years, officials said. Mercy's new hospital will bring construction jobs to the region as well as "hundreds" of new, long-term health care jobs.

“We have grown our Mercy presence in the area over the past decade from three locations to nearly 40, providing adult and pediatric primary and specialty care as well as a critical access hospital in Troy,” Steve Mackin, Mercy president and CEO, said in the release. “Now is the time to invest in the future and better serve our patients closer to home. Our data shows us many Mercy patients travel, sometimes more than an hour,

from Lincoln and Warren counties into St. Louis County. The need for this facility, while significant today, will only increase as projected growth continues.”



Steve Mackin

MERCY

Mercy said that it wants to make access to care easier for the "significant number of patients" who live in the tri-county region encompassing St. Charles, Lincoln and Warren counties, [three of the state's fastest-growing counties](#). That region's population is projected to grow by about 9.5%, to over 500,000 residents, by 2032, officials said. Mercy said 18% of of residents in the tri-county region travel for care at a Mercy hospital when they are admitted.

The health system said Mercy officials will hold roundtable discussions with the public and community leaders about the new hospital and expanding health care services in the region. Mercy said it began to focus on the tri-county region in 2010 with the development of a community master plan and that it "intends to expand its model of affordable health care" to that area in future years.

“Mercy is a well-respected provider of health services in the region and we welcome both the hospital and specialty services surrounding it to St. Charles County,” St. Charles

County Executive Steve Ehlmann said in the press release.

"This investment will create jobs and significantly enhance health care services in this area, positioning Wentzville as a regional destination for health care," Wentzville Mayor Nick Guccione said in a statement.

The new Wentzville facility will be Missouri's first ground-up new, acute-care hospital campus built since 2015, when Mercy opened a new \$465 million hospital in Joplin to replace one destroyed there in the 2011 tornado.

Mercy, with over \$8 billion in 2023 operating revenue, is one of the nation's 20 largest health systems. It has over 50 acute-care and specialty hospitals, convenient and urgent care locations, imaging centers and pharmacies.

In addition to its facilities, Mercy has more than 900 physician practices and outpatient facilities, over 4,500 physicians and advanced practitioners and more than 50,000 employees, including [over 15,300 in the St. Louis region](#), in Arkansas, Kansas, Missouri and Oklahoma. Mercy also has clinics, outpatient services and outreach ministries in Arkansas, Louisiana, Mississippi and Texas.

Mercy's planned merger with SoutheastHEALTH, a health system based in Cape Girardeau, Missouri, closed Dec. 20 last year. The deal was [announced in January 2023](#) and the systems [finalized an agreement August](#). With the merger, SoutheastHEALTH facilities were renamed as Mercy facilities.

**T H E L I S T**

## **St. Louis' largest employers**

Local Employees

Rank	Prior Rank	Employer / Prior Rank (*not ranked) Website
1	1	BJC Health System, East Region (BJC HealthCare)
2	2	Washington University in St. Louis
3	3	Walmart Inc.

[View This List](#)

**T H E L I S T**

## St. Louis' largest physician groups

Local Physicians

Rank	Prior Rank	Physician Group / Prior Rank (*not ranked)
1	1	Washington University Physicians
2	2	Mercy Clinic
3	3	SLUCare Physician Group

[View This List](#)

**T H E L I S T**

## St. Louis' largest urgent care operators

# Local Urgent Care Centers

Rank	Prior Rank	Company name
1	1	Total Access Urgent Care
2	2	Mercy-GoHealth Urgent Care
3	3	SSM Health Urgent Care

[View This List](#)

**T H E L I S T**

## St. Louis' largest hospitals

Revenue 2022

Rank	Prior Rank	Hospital
1	1	Barnes-Jewish Hospital
2	2	Mercy Hospital St. Louis
3	3	St. Louis Children's Hospital

[View This List](#)

ALERT

## Mercy plans new, \$650 million hospital in Wentzville

Hannah Wyman

Apr 5, 2024

**M**ercy plans to build a \$650 million hospital in Wentzville, serving an area that has seen double-digit population growth over the past decade, the health care company announced Friday.

Mercy filed a letter of intent with the Missouri Department of Health and Senior Services this week to construct a 75-bed, “next-generation” hospital near Interstate 64 and Interstate 70, serving the more than 520,000 residents of St. Charles, Lincoln and Warren counties.

State approval for the project could come this summer.

According to a press release, the 483,000-square-foot complex would be on about 60 acres and would be the first completely new acute-care hospital campus built in Missouri since 2015.

The hospital would bring hundreds of new health care jobs to the region in addition to local, union construction jobs as work on the facility is projected to take about four years, the company said.

---

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The logo for ModMed Orthopedics, featuring the text "ModMed" in white and "Orthopedics" in orange on a dark blue background.

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  - 3 **Tornado touched down in Chesterfield overnight. Other places saw wind damage, flooding.**
  - 4 **WashU fraternity, sorority suspended after eggs, racial slurs thrown at dining hall**
- 

Steve Bollin, director of the state health department’s regulation and licensure division, said Mercy will submit what’s known as a “certificate of need,” which could be approved at the next review meeting, July 15.

Bollin said Mercy’s application will need to include the designs for the new facility, proof of financing to finish the project and a timeline for construction.

“If they do all their homework, which they generally do, they could get approved and are free to start the process,” Bollin said. “They’re committing a significant amount of money, so they won’t want to delay.”

The area has grown substantially since 2010, when a community master plan was developed for the region. Between 2010 and 2023, St. Charles County’s population has increased by nearly 16% to almost 417,000 residents; Warren County increased by more than 16% to almost 38,000 residents; and Lincoln County by 25% to nearly 66,000 residents.

Residential developments have followed, particularly in St. Charles County, where more than 2,300 new housing units have been approved or planned in recent months.

Mercy president and CEO Steve Mackin said some Mercy patients travel more than an hour from Lincoln and Warren counties into St. Louis County for hospital care.

“Like the Sisters of Mercy before us, we are addressing a need in an area that is lacking enough hospital beds for the growing population,” Mackin said in a statement. “As the metro area continues its westward growth, Mercy once again will seek to serve patients so they remain close to home.”

As the project progresses, Mercy officials will hold roundtable discussions for public and community leaders to provide feedback and ideas for the new hospital. Updates will be posted on **Mercy.net/WentzvilleCampus**.

“This investment will create jobs and significantly enhance health care services in this area, positioning Wentzville as a regional destination for health care,” Wentzville mayor Nick Guccione said in a statement. “We welcome Mercy to Wentzville, confident that it will help meet our growing health care needs and contribute to our area’s vitality.”

SSM Health and BJC also have hospitals in St. Charles County, to the west and south of Mercy’s planned facility.



View life in St. Louis through the Post-Dispatch photographers' lenses. Edited by Jenna Jones.





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ILLINOIS  
20 East Main Street  
Belleville, IL 62220-1602  
TEL: 618 233.5587  
By Appointment Only

April 29, 2024

Gina Calder  
Progress West Hospital  
2 Progress Point Parkway  
O'Fallon, MO 63368

**Re: Certificate of Need  
Project 6106 HS**

Dear Ms. Calder:

Please be advised that Mercy Health East Communities and Mercy Hospital Wentzville will submit and/or have submitted a Certificate of Need application to construct a seventy-five (75) bed, medical / surgical hospital located at approximately 38°48'29"N; 90°50'39"W, in Wentzville, Missouri 63385.

Very truly yours,

Richard W. Hill

RWH

9589 0710 5270 0636 8310 99

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Street and Apt. No., or PO Box No. **Progress West Hospital c/o Gina Calder**

City, State, ZIP+4® **2 Progress Point Parkway**  
**O'Fallon, MO 63368**

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



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20 East Main Street  
Belleville, IL 62220-1602  
TEL: 618 233.5587  
By Appointment Only

April 29, 2024

Gina Calder  
Barnes-Jewish St. Peters Hospital  
#10 Hospital Drive  
St. Peters, MO 63376

**Re: Certificate of Need  
Project 6106 HS**

Dear Ms. Calder:

Please be advised that Mercy Health East Communities and Mercy Hospital Wentzville will submit and/or have submitted a Certificate of Need application to construct a seventy-five (75) bed, medical / surgical hospital located at approximately 38°48'29"N; 90°50'39"W, in Wentzville, Missouri 63385.

Very truly yours,

Richard W. Hill

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Barnes-Jewish St. Peters Hospital c/o Gina Calder  
\*10 Hospital Drive  
St. Peters, MO 63376

ST LOUIS MO 63101 51.659  
8.69 RWH/KB



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ILLINOIS  
20 East Main Street  
Belleville, IL 62220-1602  
TEL: 618 233.5587  
By Appointment Only

April 29, 2024

Michael Kelly  
SSM St. Joseph Hospital – Lake Saint Louis  
100 Medical Plaza  
Lake St. Louis, MO 63367

**Re: Certificate of Need  
Project 6106 HS**

Dear Mr. Kelly:

Please be advised that Mercy Health East Communities and Mercy Hospital Wentzville will submit and/or have submitted a Certificate of Need application to construct a seventy-five (75) bed, medical / surgical hospital located at approximately 38°48'29"N; 90°50'39"W, in Wentzville, Missouri 63385.

Very truly yours,

Richard W. Hill

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ILLINOIS  
20 East Main Street  
Belleville, IL 62220-1602  
TEL: 618 233.5587  
By Appointment Only

April 29, 2024

Alan Smith  
Mercy Hospital Lincoln  
1000 East Cherry Street  
Troy, MO 63379

**Re: *Certificate of Need***  
***Project 6106 HS***

Dear Mr. Smith:

Please be advised that Mercy Health East Communities and Mercy Hospital Wentzville will submit and/or have submitted a Certificate of Need application to construct a seventy-five (75) bed, medical / surgical hospital located at approximately 38°48'29"N; 90°50'39"W, in Wentzville, Missouri 63385.

Very truly yours,

Richard W. Hill

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33551 689  
 9-6 ST. LOUIS MO 63101  
 RWH/KB  
 Mercy Hospital Lincoln ep. Alan Smith  
 1000 East Cherry Street  
 Troy, MO 63379



**DIVIDER III**

**SERVICE SPECIFIC CRITERIA AND STANDARDS**

### **DIVIDER III. SERVICE SPECIFIC CRITERIA AND STANDARDS**

#### **1. Document the methodology utilized to determine the need for the proposed hospital.**

The population in the service area continues to grow at an explosive rate. Between 2012 and 2022, the population in the service area grew by 13.1%. Between 2022 and 2032, the population in the service area is expected to continue growing by nearly 10%, to 503,567.

It is a core Mercy tenet that quality care should be available close to home. In 2010, Mercy sought input from the community on services requested in the Saint Charles, Lincoln, and Warren counties. In response to that input, Mercy launched its plan to better serve that community. Since the implementation of that plan in 2012, Mercy has added 39 new office locations, as well as several physical therapy locations, pharmacies, and outpatient imaging service locations to the region. As a result, there are a significant number of patients that prefer Mercy in the area. Notably, approximately 18% of the patients in Saint Charles, Lincoln, and Warren counties receive inpatient care at a Mercy Hospital, with many traveling outside of the service area. The next step in this longstanding plan is to construct a hospital in the region, and Mercy is proud to submit this application to do just that.

In addition to the ongoing communication with the community regard requested services, Mercy performed a market analysis of the existing provider environment, demographics of the service area, and the existing supply of medical / surgical beds and found a significant need for an additional hospital. Illustratively, pursuant to the Committee's need formula, Mercy found a need for 518 additional medical / surgical beds in the service area.

#### **2. Provide the most recent three (3) FULL years of evidence that the average occupancy of the same types of beds at each other hospital in the proposed service area exceeds eighty percent (80%).**

As identified in several previous hospital applications, hospitals currently operate very differently from the time in which the 80% occupancy threshold was promulgated. Modern hospitals continue to expand their same-day and outpatient services, to the point that most care is provided on an outpatient basis. Inpatient census tends to be calculated at midnight, when only overnight inpatients remain in the hospital. This inpatient census calculation fails to take into account the significant utilization of hospital medical / surgical beds for same-day services and observation stays.

Further, the occupancy calculation fails to take into account the changing nature of hospital construction, where medical / surgical beds are generally placed in single occupancy rooms, and not double occupancy rooms. As numerous applicants have testified to the Committee, sometimes facilities are licensed for two beds in a room, when that room is generally only utilized for a single bed. However, when reporting occupancy, facilities sometimes report that there are two available beds in the room, and report only one of those two licensed beds as occupied (i.e., an occupancy of 50%). In reality, the second bed is generally never available for occupancy, and that room is fully occupied (i.e., an occupancy of 100%). This results in an over-reporting of available beds, and an associated under-

reporting of occupancy. When adjustments are made to take these factors into account, a conservative estimate shows that the hospitals in the service area have an occupancy rate above 80%.

These adjustments are borne out in the Department of Health and Human Services' ("DHHS") COVID-19 Reported Patient Impact and Hospital Capacity by Facility dataset. This dataset includes data reported by hospitals on measures to calculate medical / surgical bed occupancy and avoid the aforementioned pitfalls. These measures specifically include patient census and beds utilized for same-day services, such as observation, and by examining staffed beds, this measure avoids the potential for double-counting beds that are rarely, if ever, utilized. According to this dataset, the occupancy rates for the other hospitals in the service area are as follows:

Barnes-Jewish St. Peters Hospital

2021 – 84% occupied;  
2022 – 97% occupied; and,  
2023 – 98% occupied.

Progress West Hospital

2021 – 85% occupied;  
2022 – 99% occupied; and,  
2023 – 100% occupied.

SSM Health St. Joseph Hospital – Lake St. Louis

2021 – 97% occupied;  
2022 – 98% occupied; and,  
2023 – 96% occupied.

Mercy Hospital Lincoln<sup>2</sup>

2021 – 84% occupied;  
2022 – 95% occupied; and,  
2023 – 80% occupied.

As such, the occupancy rates of medical / surgical beds for all facilities in the service area exceed 80%. This analysis is consistent with the Committee's need formula, which shows a need for over additional 500 medical / surgical beds in the service area.

---

2 Mercy Hospital Lincoln is a hospital within the Applicants' system. Due to Mercy Hospital Lincoln's status as a critical access hospital with significant variability with respect to staffing, the Applicant discovered anomalies in the dataset. The Applicant was able to review its own data from the applicable period to report occupancy rates.

**3. Discuss the impact the proposed hospital would have on utilization of other hospitals in the geographic service area.**

Mercy anticipates that the new hospital will have little impact on existing hospitals in the service area. Nearly 18% of all patients in Saint Charles, Lincoln, and Warren Counties seeking inpatient care already travel to receive care at Mercy hospitals, with many of them traveling outside of the service area. Mercy anticipates that most of those existing Mercy patients will utilize this new hospital, with no net impact on other hospitals in the service area.

Further still, the service area has grown, and is anticipated to continue to grow, at a tremendous pace. With this increase in population, Mercy anticipates that hospital discharges will also grow at a similar rate. As a result, Mercy anticipates that there will be an overall increase in utilization for all providers in the service area in the coming years, including the facility proposed in this Application. This anticipated growth and need for services in the area is mirrored in the Committee's need formula, which projects a need for over 500 additional medical / surgical beds in the service area.

**4. Document the unmet need in the geographic service area for each type of bed being proposed according to the population-based need formula.**

The Department of Health and Senior Services provided the population data for the service area, and that data has been included with the attachments to this Divider III. The service area population data, facilities list, and calculations are included with this application (Schedules 1 through 3).

$$\text{Unmet Need} = [(R \times P) - U]$$

$$R = \text{CON Need Ration for Medical / Surgical Beds} = 1/570 = 0.001754$$

$$P = \text{2025 Total Population in Service Area} = 478,675$$

$$U = \text{\# of Medical / Surgical Beds in the service area} = 322$$

$$\text{Unmet Need} = [(0.001754 \times 478,675) - 322] = \mathbf{518 \text{ Medical / Surgical Bed Need}}$$

**Mercy Hospital Wentzville  
New Hospital  
Needs Analysis**

**Schedule 1**

	<b>A</b>	<b>B</b>
<b>1</b>	2025 Population in Service Area (1)	478,675
<b>2</b>	Medical / Surgical Bed Ratio	0.001754
<b>3</b>	[Line 1 * Line 2]	840
<b>4</b>	Medical / Surgical Beds in Service Area (2)	322
<b>5</b>	<b>Need [Line 3 - Line 4]</b>	<b>518</b>

**Notes**

- 1 See Schedule 2.
- 2 See Schedule 3.

**Mercy Hospital Wentzville  
New Hospital  
Population Analysis**

**Schedule 2**

	<b>A</b>	<b>B</b>	<b>C</b>
	<b>Zip Code</b>	<b>County</b>	<b>2025 Total Population</b>
<b>1</b>	63303	St. Charles	50,083
<b>2</b>	63304	St. Charles	42,995
<b>3</b>	63332	St. Charles	1,483
<b>4</b>	63341	St. Charles	3,693
<b>5</b>	63343	Lincoln, Pike	4,571
<b>6</b>	63347	Lincoln	3,606
<b>7</b>	63348	St. Charles, Lincoln, Warren	7,330
<b>8</b>	63349	Lincoln, Warren	2,364
<b>9</b>	63357	St. Charles, Warren	5,863
<b>10</b>	63362	Lincoln	8,174
<b>11</b>	63366	St. Charles	58,543
<b>12</b>	63367	St. Charles	26,575
<b>13</b>	63368	St. Charles	59,799
<b>14</b>	63369	Lincoln	2,514
<b>15</b>	63370	Lincoln	32
<b>16</b>	63376	St. Charles	76,204
<b>17</b>	63377	Lincoln	2,663
<b>18</b>	63379	Lincoln	29,338
<b>19</b>	63380	N/A	0
<b>20</b>	63381	Warren, Lincoln, Montgomery	519
<b>21</b>	63383	Warren, Lincoln	18,142
<b>22</b>	63385	St. Charles	54,631
<b>23</b>	63387	Lincoln	78
<b>24</b>	63389	Lincoln	7,697
<b>25</b>	63390	Warren, Lincoln	11,778
<b>26</b>	<b>Total</b>		<b>478,675</b>

**Mercy Hospital Wentzville  
New Hospital  
Facility Analysis**

**Schedule 3**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
	<b>Hospital Name</b>	<b>Address</b>	<b>City</b>	<b>Zip</b>	<b>Med/Surg Beds</b>
<b>1</b>	Barnes-Jewish St. Peters Hospital	#10 Hospital Drive	St. Peters	63376	94
<b>2</b>	Progress West Hospital	2 Progress Point Pkwy	O'Fallon	63368	42
<b>3</b>	SSM St. Joseph Hospital - Lake Saint Louis	100 Medical Plaza	Lake St. Louis	63367	165
<b>4</b>	Mercy Hospital Lincoln	1000 East Cherry St	Troy	63379	21
<b>5</b>	<b>Total</b>				<b>322</b>

2025 Population Projections		
ZIP	County	Population
<b>St. Charles County, MO (29183)</b>		<b>432,828</b>
63301	St. Charles	51,703
63303	St. Charles	50,083
63304	St. Charles, St. Louis County	42,995
63332	St. Charles	1,483
63341	St. Charles	3,693
63348	St. Charles, Lincoln, Warren	7,330
63366	St. Charles	58,543
63367	St. Charles	26,575
63368	St. Charles	59,799
63373	St. Charles	568
63376	St. Charles	76,204
63385	St. Charles	54,631
63386	St. Charles	501
63357	Warren, St. Charles	5,863



2025 Population Projections		
ZIP	County	Population
<b>Lincoln County, MO (29113)</b>		<b>63,762</b>
63343	Lincoln, Pike	4,571
63347	Lincoln	3,606
63349	Lincoln, Warren	2,364
63362	Lincoln	8,174
63369	Lincoln	2,514
63370	Lincoln	32
63377	Lincoln	2,663
63379	Lincoln	29,338
63387	Lincoln	78
63389	Lincoln	7,697
63348	St. Charles, Lincoln, Warren	7,330
63381	Warren, Lincoln, Montgomery	519
63383	Warren, Lincoln	18,142
63390	Warren, Lincoln	11,778
63333	Montgomery, Lincoln	682
63359	Montgomery, Pike, Lincoln, Audrain	1,153
63334	Pike, Lincoln	8,766
63344	Pike, Lincoln	1,954

2025 Population Projections		
ZIP	County	Population
<b>Warren County, MO (29219)</b>		<b>37,428</b>
63357	Warren, St. Charles	5,863
63381	Warren, Lincoln, Montgomery	519
63383	Warren, Lincoln	18,142
63390	Warren, Lincoln	11,778
63348	St. Charles, Lincoln, Warren	7,330
63349	Lincoln, Warren	2,364
65041	Gasconade, Warren, Montgomery	5,409
63351	Montgomery, Warren	1,704
63363	Montgomery, Warren	1,580

**DIVIDER IV**

**FINANCIAL FEASIBILITY REVIEW CRITERIA AND STANDARDS**

## **DIVIDER IV. FINANCIAL FEASIBILITY REVIEW CRITERIA AND STANDARDS**

- 1. Document that the proposed costs per square foot are reasonable when compared to the latest “RS Means Construction Cost data”.**

The RS Means Construction Cost Data for Hospitals in the Saint Louis Area indicate a cost per square foot of \$492.50 at the 75<sup>th</sup> percentile. The budget for the project indicates a cost per square foot of \$660. While this cost is in excess of the RS Means Data, Mercy believes that this cost per square foot is more accurate, indicative of the costs in the area, and reasonable than the RS Means data.

In particular, Mercy contracted with CannonDesign, one of the largest and most experienced architecture firms, to provide conceptual design and estimation services. CannonDesign has significant experience designing hospitals in Missouri, and in its experience designing those hospitals, a cost per square foot number in excess of the RS Means data is accurate. Similarly, Mercy utilized its own internal cost database, with data points including the Mercy Joplin Hospital and the Mercy Center for Performance Medicine, and its own cost database indicates a cost per square foot in excess of the RS Means data. Finally, Mercy contacted national healthcare constructing firms regarding 2024 cost per square foot estimates for a similarly sized facility, and each construction company estimated well in excess of the RS Means data. As such, Mercy believes its cost per square foot of \$660 is not only accurate, but more reasonable for the anticipated project.

- 2. Document that sufficient financing is available by providing a letter from a financial institution or an auditors statement indicating that sufficient funds are available.**

See attached. Mercy intends to finance the project through a combination of cash and cash equivalents, investments, and operational funds.

- 3. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) for the latest three (3) years, and projected through three (3) FULL years beyond project completion.**

See attached.

- 4. Document how patient charges are derived.**

Patient charges were derived from the Applicant’s historical operations in the Saint Louis area.

- 5. Document responsiveness to the needs of the medically indigent.**

See attached.

CONSOLIDATED FINANCIAL STATEMENTS

Mercy Health  
Years Ended June 30, 2023 and 2022  
With Report of Independent Auditors

Ernst & Young LLP



# Mercy Health

## Consolidated Balance Sheets (In Thousands)

	<b>June 30</b>	
	<b>2023</b>	<b>2022</b>
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 529,638	\$ 766,187
Accounts receivable, net	830,562	847,319
Inventories	133,162	131,315
Short-term investments	46,883	46,421
Other current assets	198,850	131,922
Total current assets	1,739,095	1,923,164
Investments	3,392,083	3,366,968
Property and equipment, net	3,455,079	3,362,960
Other assets	895,036	886,149
Total assets	<b>\$ 9,481,293</b>	<b>\$ 9,539,241</b>
<b>Liabilities and net assets</b>		
Current liabilities:		
Current maturities of long-term obligations	\$ 29,558	\$ 32,709
Accounts payable	445,718	459,449
Accrued payroll and related liabilities	502,586	499,880
Accrued liabilities and other	440,021	628,273
Total current liabilities	1,417,883	1,620,311
Insurance reserves and other liabilities	669,710	650,023
Pension liabilities	231,654	269,048
Long-term obligations, less current maturities	2,173,361	2,198,157
Total liabilities	4,492,608	4,737,539
Net assets:		
Without donor restrictions	4,806,304	4,626,359
With donor restrictions	182,381	175,343
Total net assets	4,988,685	4,801,702
Total liabilities and net assets	<b>\$ 9,481,293</b>	<b>\$ 9,539,241</b>

*See accompanying notes.*

**SERVICE-SPECIFIC REVENUES AND EXPENSES****Project Title:** Mercy Hospital Wentzville**Project #:** 6106 HS**Historical Financial Data for Latest Three Full Years plus Projections Through Three Full Years Beyond Project Completion**

Use an individual form for each affected service with a sufficient number of copies of this form to cover entire period, and fill in the years in the appropriate blanks.

	<b>Year</b>		
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<b>Amount of Utilization:*</b>	13,686	15,739	17,793
<b>Revenue:</b>			
Average Charge**	\$9,966	\$10,117	\$10,269
Gross Revenue	<u>\$136,400,548</u>	<u>\$159,233,572</u>	<u>\$182,721,923</u>
Revenue Deductions	<u>95,254,006</u>	<u>110,963,813</u>	<u>127,011,897</u>
Operating Revenue	<u>41,146,542</u>	<u>48,269,759</u>	<u>55,710,026</u>
Other Revenue	<u>110,224,831</u>	<u>141,544,867</u>	<u>174,540,517</u>
<b>TOTAL REVENUE</b>	<b><u>\$151,371,373</u></b>	<b><u>\$189,814,626</u></b>	<b><u>\$230,250,543</u></b>
<b>Expenses:</b>			
Direct Expenses			
Salaries	<u>41,159,300</u>	<u>52,805,027</u>	<u>65,401,118</u>
Fees	<u>7,204,875</u>	<u>8,856,818</u>	<u>10,591,224</u>
Supplies	<u>35,892,576</u>	<u>46,222,337</u>	<u>57,404,707</u>
Other	<u>4,981,601</u>	<u>6,227,548</u>	<u>7,536,022</u>
<b>TOTAL DIRECT</b>	<b><u>\$89,238,352</u></b>	<b><u>\$114,111,730</u></b>	<b><u>\$140,933,071</u></b>
Indirect Expenses			
Depreciation	<u>34,998,406</u>	<u>35,166,599</u>	<u>35,308,941</u>
Interest***	<u>0</u>	<u>0</u>	<u>0</u>
Rent/Lease	<u>0</u>	<u>0</u>	<u>0</u>
Overhead****	<u>33,858,922</u>	<u>39,928,238</u>	<u>46,310,703</u>
<b>TOTAL INDIRECT</b>	<b><u>\$68,857,328</u></b>	<b><u>\$75,094,837</u></b>	<b><u>\$81,619,644</u></b>
<b>TOTAL EXPENSES</b>	<b><u>\$158,095,680</u></b>	<b><u>\$189,206,567</u></b>	<b><u>\$222,552,715</u></b>
<b>NET INCOME (LOSS):</b>	<b><u>-\$6,724,307</u></b>	<b><u>\$608,059</u></b>	<b><u>\$7,697,828</u></b>

\*Utilization will be measured in "patient days" for licensed beds, "procedures" for equipment, or other appropriate units of measure specific to the service affected.

\*\*Indicate how the average charge/procedure was calculated.

\*\*\*Only on long term debt, not construction.

\*\*\*\*Indicate how overhead was calculated.



Facility Name:	Mercy Revenue Cycle	
Policy / Procedure:	MRC PSERV Financial Assistance Program Policy_Hospital and Health Services	
Original Effective Date:	7/1/2007	
Version Effective Date:	10/1/23	
Approved:	Garrett Kates (Exec Dir-Pat Receivables Mgmt)	Date: 10/24/2023

## PURPOSE

To identify and provide assistance to patients that are financially or medically indigent and demonstrate an inability to pay for medically necessary care provided to them or their dependents who qualify under the eligibility guidelines and evaluation processes defined in this policy.

In addition, this policy will contain the following descriptions:

- Eligibility criteria for financial assistance
- Describe the basis for calculating Amounts Generally Billed (AGB) to patients eligible for financial assistance under this policy
- Describe the method by which patients may apply for financial assistance
- Limit the amounts that the hospital will charge for emergency or other medically necessary care provided to individuals eligible for financial assistance to the AGB
- Describe the actions that may be taken in the event of nonpayment
- Determination for presumptive eligibility
- List of provider departments covered by this hospital financial assistance policy

## POLICY

Mercy affirms and maintains its commitment to meet the health and medical needs of our communities in a manner consistent with our Mission, Vision, and Core Values. Mercy reserves the right to define and revise the criteria which yield a determination of financial assistance.

Mercy will use financial counseling, point of service screening, patient attestations, and/or a third-party tool as soon as practical during the intake and/or billing process to identify patients that may qualify for financial assistance.

Mercy grants financial assistance to patients for emergency and other medically necessary care based on need. The Federal Poverty Guidelines, which consider household income and household member size, are used in determining the level of financial assistance available. Financial assistance income ranges will be reviewed annually with the release of the Federal Income Poverty Guidelines and updated in the Mercy policy.

Patients who qualify for financial assistance will not be required to pay more than amounts generally billed to individuals receiving care at Mercy who have insurance covering such care. The amount generally billed to individuals who have insurance is established as a percentage discount based on a





look back method that considers discounts allowed to Medicare fee-for service and all private health insurers that pay claims to Mercy hospital facilities. Patients who qualify for financial assistance will not be asked to pay more than 22% of the patient's liability. A determination of financial assistance will be a financial assistance benefit of no less than 78% of the patient's liability, effective for a period of 6 months for patient's that have been approved through a verbal or written application. See Amount Generally Billed (AGB) under section VIII.

Mercy will provide information regarding the Financial Assistance Program in the community via patient statements, signage and brochures in patient access areas and/or in the area of treatment. The paper Financial Assistance Application and Policy are available in both English and other languages prevalent in the area and can be requested from a provider's office, facility registration, Customer Service, or obtained on [www.mercy.net/fa](http://www.mercy.net/fa).

- Completed applications for financial assistance can be returned to:

Mercy Health  
Attention Financial Assistance  
1570 W Battlefield, Suite 120  
Springfield MO 65807

Fax: 417-829-4604

Email: [mercyhealthcommunitiesfap@mercy.net](mailto:mercyhealthcommunitiesfap@mercy.net)

Questions about the financial assistance policy may be directed to Mercy Health customer service 855-420-7900.

## POLICY DEFINITIONS

**Medically Necessary** - Health care services or supplies needed to diagnose or treat an illness, injury, condition, disease or its symptoms and that meet accepted standards of medicine. Medical necessity according to an individual's medical coverage is guiding under the Financial Assistance Policy. In the event that an individual is uninsured, Medically Necessary is defined by Mercy. Medically Necessary excludes non-medical services generally provided for patient convenience or under other benefits including, but not limited to dental, vision, and hearing aid services.

**Household Income** – Includes but not limited to: earnings, unemployment compensation, workers' compensation, Social Security, Supplemental Security Income, public assistance, veterans' payments, survivor benefits, pension or retirement income, interest, dividends, rents, royalties, income from estates, trusts, alimony, and other miscellaneous sources. The household income does not include child support, student loans, and student grants or non-cash benefits (such as food stamps and housing subsidies).

**Third-Party Tool** – Vendor contracted to provide Mercy with estimated household income information for patients.



*Household Size* – Number of persons living at same residence

## PROCEDURE

### I. Applications for Financial Assistance

#### a. Types of Applications

- i. A Financial Assistance Application may be submitted in writing (paper application), verbally (by providing financial information orally), or a combination of both.
  1. **Written applications:** Patients may request a paper application to apply for assistance at any time or find an application on [mercy.net/fa](http://mercy.net/fa). Information from a Medicaid Application may be used in place of the paper Financial Assistance Application.
  2. **Verbal applications:** Patients may apply verbally by expressing interest in financial assistance upon arrival for care, during phone registration, after contact with Eligibility Services or through Customer Service. During the verbal application process, patients will be asked to provide some basic household information to assist Mercy in determining eligibility. A written application will be required in addition to verbal if Mercy's third-party eligibility vendor determines the patient has high-propensity to pay or is unable to derive any information about their financial situation (null return) and/or in the case of discrepancy between the household information provided by the patient and third party tool results, that suggest differing financial assistance discounts.

### II. Insurance Eligibility Screening

- a. Mercy requires patients who qualify for insurance coverage to obtain coverage prior to requesting financial assistance or to complete an Insurance Eligibility Screening. If the Insurance Eligibility Screening indicates a patient may be eligible for Medicaid, the patient must make a good faith effort to obtain coverage.
- b. Insured patients are not required to complete the Insurance Eligibility Screening before applying for financial assistance

### III. Eligibility Determination

- a. Assessment of a patient's financial status will utilize patient answers provided in verbal or written applications, verification of those answers by use of a third party tool, and/or documentation needed to validate current household income, and size of the household.
- b. Mercy uses the Federal Poverty Guidelines as outlined in Exhibit A to determine the level of financial assistance available to the patient.
- c. Mercy will ask patients to exhaust all alternate payment options including, but not limited to, local, state, and federal assistance programs (i.e. completing Medicaid)



Application or obtaining available insurance) and requiring patients to seek in-network care, before considering an application for financial assistance.

IV. Coverage Period

- a. Patients who apply for financial assistance will be notified of eligibility (approval or denial) for financial assistance via a letter.
- b. If approved, patient will receive the appropriate financial discount on eligible services that were first billed to the patient in the prior 240 days. In addition, patient will receive the discount for eligible services billed to them for 6 months *from* the date of the approval letter. At the end of 6 months, a patient can request reevaluation or complete a new Financial Assistance Application.
- c. When processing an approved account for financial assistance, all dates of services that qualify for the Financial Assistance Adjustment will be reviewed to identify any personal payments that exceed the patient responsibility. In the event a Financial Assistance Adjustment will create a credit on a HAR, that credit will be reallocated to any other outstanding Mercy balance prior to consideration of a patient refund.

V. Included and Excluded Services

- a. All Professional Services are excluded from the Hospital and Health Services Financial Assistance Policy unless specifically listed as included. Reference the attached ***Exhibit C*** for a complete listing of included services.
- b. Non-emergent services received by insured patients that are not covered in-network by their insurance plan will not qualify for financial assistance unless their plan offers out-of-network benefits.
- c. Financial assistance will only apply to the patient's liability portion of the charge after all other third-party payments are applied.
- d. Financial assistance will not be granted if account(s) are related to a personal injury claim, lawsuit, workers compensation or probate of estate as examples.

VI. Presumptive Financial Assistance

- a. Striving to identify those of greatest financial need, Mercy will utilize a third-party-tool to identify patients that are at or below 200% of the Federal Poverty level with low propensity to pay. Mercy will grant these patients financial assistance presumptively, without the requirement of an application.
- b. Front-End Presumptive
  - i. Patients may receive financial assistance (without applying) *at the time their balance drops to self-pay*, if the third-party tool used to evaluate their FPL and Propensity to Pay deems they are less than or equal to 200% of the FPL and their ability to pay is low which will identify the patient as eligible for a 100% charity adjustment to that individual encounter.
- c. Back-End Presumptive
  - i. Patients may receive financial assistance (without applying) *prior to bad debt agency placement* if their financial situation (per third-party tool) changed (and now qualified) since time their balance dropped to patient responsibility and was



originally assessed. The same criterion will be used: the FPL is 200% or lower and their ability to pay is low which will identify the patient as eligible for a 100% charity adjustment to that individual encounter

- d. Insurance Eligibility Screening
  - i. While insurance screening is not required for uninsured patients prior to receiving presumptive financial assistance, if at any time it is identified a patient may qualify for a payor coverage, it is expected the patient make all efforts to obtain coverage when possible.
- e. Eligibility Determination
  - i. See section III above.
  - ii. Furthermore, if a patient has alternate sources of payment (insurance, cost-sharing plans that allow claim submission by provider, co-pay assistance etc.) appropriate claims/requests will be filed and considered by source prior to patient receiving a Presumptive discount.
- f. Qualifying Encounter
  - i. If a patient qualifies for presumptive financial assistance, only that individual encounter will have financial assistance applied.
- g. Included and Excluded Services
  - i. See section V.
- h. Application vs. Presumptive
  - i. If a patient has applied (verbally or written) for financial assistance and also qualifies for a presumptive discount, the presumptive discount will take precedence, giving the patient the highest discount possible.

## VII. Non-Payment

- a. Mercy bills patients for their responsible portion via monthly statements. Patients are responsible for payment of their accounts. Patients receiving financial assistance are responsible for making payment arrangements on their remaining account balances within the statement period. If there is no payment or valid address for mailing within a 3-month statement period, the account will qualify for transfer to the collection agency. To prevent collection action, Mercy has financial counselors and customer service representatives available to assist in setting up payment options Monday through Friday, during business hours as noted on the statement.
- b. Mercy Southwest Missouri Community: If patients presenting for services in the Mercy Southwest Missouri community (which includes: Joplin Hospital, Carthage Hospital, Columbus Hospital, Specialty Hospital Southeast Kansas and Southwest Missouri Community Clinics) qualify for level 2 and do not pay the required percentage amount, services may be deferred, or care agreement terminated. See [MHJC PSER Patient Financial Clearance Guidelines](#).
- c. Accounts referred to the collection agency will be subject to additional collection efforts; including Extraordinary Collection Action, up to and including, liens, credit reporting,



wage garnishment and service deferral for services received in specific locations in accordance with the Patient Financial Clearance Guidelines. Even with balances being placed with a collection agency, patient's are able to submit a financial assistance application during the 240-day application period from their first billed statement date. Patient's are able to submit those application requests by contacting a financial counselor as detailed in our Policy section at the beginning of this document.

#### VIII. Amounts Generally Billed

- a. Mercy will use a look-back method for determining the amount generally billed (AGB). Under this method, a percentage discount is calculated annually on allowed claims for emergency and other medically necessary care provided to patients covered by Medicare fee-for-service and private health insurers over the last 12 months. Patients who qualify for financial assistance will not be required to pay more than amount generally billed to individuals receiving care at Mercy who have insurance covering such care. Mercy will limit the amount charged for emergency and medically necessary care provided to patients who are eligible for financial assistance under this policy to not more than the annually calculated AGB percentage.
- b. The AGB percentage will be calculated for each hospital and updated annually. Mercy will assess all facilities calculated AGB percentage individually and will utilize for the basis of this policy's determination the lowest of those calculations in respect of determining AGB as a basis for all facilities covered within this policy. (See Exhibit D)

### EXCEPTIONS

- I. National Health Service Clinics (NHSC): A separate policy and application is designated for services received at the NHSC designated locations. The NHSC Application does not include any use of a third-party tool and patient financial situation is assessed solely based on the documents requested or as described in the policy. For these balances, the *NHSC-specific* application should be submitted by the patient. Patients requesting financial assistance consideration for Mercy services received outside the NHSC location as well will not be required to fill out both NHSC and standard Mercy applications, rather only standard Mercy financial assistance approval process should be followed (traditional Financial Assistance Application, may be taken over phone etc.).
  - a. For patients submitting both NHSC and Non-NHSC balances for consideration, the financial assistance discount percentage determined by the Mercy financial assistance screening and approval process will be applied to both NHSC and Non-NHSC balances.
  - b. In the event a patient is granted financial assistance through a NHSC application process, and later receives services outside the NHSC location, Mercy will apply the NHSC financial assistance percentage determination to the appropriate Mercy balances



for the remainder of the approved period, unless a significant variance in approval percentage is noted.

- c. If a Non-NHSC balance does not qualify for financial assistance, the NHSC balance will be considered separately.

- II. Community Clinic Services: Other community clinic financial assistance programs supersede the Mercy Hospital and Health Services Financial Assistance Policy, except for the NHSC identified locations where the above exception will apply. Otherwise, reference local community policies.
- III. Patients on Spenddown: Mercy will utilize state verified spenddown information to impute the patients' household income to determine if a patient qualifies for financial assistance.
- IV. Mercy Hospital JFK Clinic: Financial assistance guidelines for JFK patients defined in Exhibit B. Patients wishing to apply for financial assistance related to services received at a JFK clinic will need to fill out the JFK Clinic Patient Financial Assistance Application rather than the standard Mercy Financial Assistance Application. Patients presenting at JFK clinics will not be evaluated under guidelines outlined in the Presumptive Financial Assistance section (VI.)
- V. Mercy Southwest Missouri Community: Patients presenting for services in the Mercy Southwest Missouri community (which includes: Joplin Hospital, Carthage Hospital, Columbus Hospital, Specialty Hospital Southeast Kansas and Southwest Missouri Community Clinics) will not be evaluated under the guidelines in the Presumptive Financial Assistance section (VI).
- VI. International Financial Assistance Policy: The International Financial Assistance Policy supersedes this policy. See the International Finance Assistance Policy.
- VII. Patient Financial Status – Patients who are incarcerated or homeless and confirmed no other liable party can be billed, will be deemed 100% financial assistance. Bankruptcy accounts upon notification of filing will be deemed 100% charitable. Deceased patients 18 years of age and over will be reviewed by Third Party Vendor and once determined uncollectible, will be deemed 100% charity unless bad debt placement has exceeded 365 days then will be deemed 100% uncollectible bad debt.
- VIII. Revenue Cycle Management- Accounts being managed under a client/third party relationship will be granted financial assistance according to the discount percentage in their own policy, exclusive of Mercy's discount percentage scale.
- IX. Services specified as 'Excluded' in Exhibit C



## **DISTRIBUTION**

- I. Collection Agencies
- II. Financial Leadership
- III. MRM Leadership
- IV. Business Risk and Compliance

## **EXHIBITS**

- A. Current Year Federal Poverty Guidelines – Current Fiscal Year Financial Assistance Levels
- B. Mercy Hospital JFK Clinic-Financial Assistance Adjustment Guidelines
- C. Included and Excluded Services Listing

## **ATTACHMENTS**

Financial Assistance Application (English and Spanish) below:

<https://www.mercy.net/content/dam/mercy/en/pdf/financial-assistance-application-mercy.net-and-clinic.pdf>

<https://www.mercy.net/content/dam/mercy/en/pdf/financial-assistance-program-application-spanish.pdf>



**EXHIBIT A**

<b>Mercy Financial Assistance Guidelines</b>													
Based in 2023 Federal Poverty Income Guidelines													
Family Size				1	2	3	4	5	6	7	8	9	10
Level	% of Poverty Level	Hospital Discount	Physician Discount	Range	Range	Range	Range	Range	Range	Range	Range	Range	Range
I	0 - 200%	100%	100%	\$0.00 - \$29,160	\$0.00 - \$39,440	\$0.00 - \$49,720	\$0.00 - \$60,000	\$0.00 - \$70,280	\$0.00 - \$80,560	\$0.00 - \$90,840	\$0.00 - \$101,120	\$0.00 - \$111,400	\$0.00 - \$121,680
II	201% - 300%	80%	70%	\$29,161 - \$43,740	\$39,441 - \$59,160	\$49,721 - \$74,580	\$60,001 - \$90,000	\$70,281 - \$105,420	\$80,561 - \$120,840	\$90,841 - \$136,260	\$101,121 - \$151,680	\$111,401 - \$167,100	\$121,681 - \$182,520

For family units with more than 10 persons, add \$5,140 to household income range for each additional person. \*Effective 3.6.2023

**EXHIBIT B**

**Mercy Hospital JFK Clinic – St. Louis, MO  
Financial Assistance Adjustment Guidelines**

level	% FPL	Fee	Facility	Doctor	Physician
I	0-200	\$5.00	-	\$5.00	\$5.00
II	201-300	\$25.00	\$5.00	\$20.00	\$25.00

**MERCY HOSPITAL JFK CLINIC - QUALIFIED PATIENTS**

Patients will qualify as an established patient at the clinic if they are uninsured. If they have access to insurance, they are no longer qualified to receive services at the Mercy Hospital JFK Clinic; including children who can qualify for Medicaid.

**EXCEPTIONS**

**Lab Services**

Patients receiving lab services on the same day as an office visit are required to pay the approved financial assistance level copay, plus the discounted lab.

**Obstetric Services**





The clinic rate covers all visits, labs, ultrasounds, delivery, and post-partum check. In addition, newborn charges and one visit for the baby are included. These fees are assessed yearly at a discount rate and apply to all who are established with Mercy Hospital JFK Clinic.

**Dental**

Dental cleanings for the uninsured are \$30.00 for adults and \$25.00 for children. If restorative work is requested, those services are required to be prepaid.

*\*Please use the Mercy Hospital JFK Clinic Application (English and Spanish) below:*

[https://www.mercy.net/content/dam/mercy/en/pdf/financial\\_assistance\\_application\\_jfk\\_clinic\\_english\\_posted\\_20160915.pdf](https://www.mercy.net/content/dam/mercy/en/pdf/financial_assistance_application_jfk_clinic_english_posted_20160915.pdf)

[https://www.mercy.net/content/dam/mercy/en/pdf/mercy\\_hospital\\_jfk\\_clinic\\_financial\\_assistance\\_application\\_spanish\\_posted\\_20161207.pdf](https://www.mercy.net/content/dam/mercy/en/pdf/mercy_hospital_jfk_clinic_financial_assistance_application_spanish_posted_20161207.pdf)

**EXHIBIT C**

**INCLUDED AND EXCLUDED SERVICES LISTING**

**Included Services**

- All Hospital Services
- Mercy Lab Services
- Mercy Home Care Services
- Mercy Hospice Services
- Mercy Home Infusion Services

**All Professional Services are excluded except for the Professional Services listed below which are included in the Hospital and Health Services Financial Assistance Policy.**

Community	Department	Billing System
Ada	EMERGENCY DEPARTMENT	PB
	SLEEP CENTER	PB
	CARDIOPULMONARY SERVICES	PB
	ULTRASOUND	PB
	RESPIRATORY THERAPY	PB
	HOSPITALISTS ADA	PB
Ardmore	EMERGENCY DEPARTMENT	PB
Aurora	ANESTHESIA	HB
	SLEEP MEDICINE CLINIC	HB



	ER PHYSICIANS	HB
	HOSPITALISTS	HB
	ECHO/VASCULAR PF	HB
	SURGICAL ASSISTANTS	HB
Berryville	ANESTHESIA	HB
	ER PHYSICIANS	HB
	HOSPITALISTS	HB
	ECHO/BLOOD FLOW PF	HB
	SLEEP MEDICINE PF	HB
	RHEUMATOLOGY CLINIC	HB
Booneville	CRNA ANESTHESIA	HB
	OPERATING ROOM RURAL	HB
	FAMILY MEDICINE RH BOONEVILLE	PB
	FTSMMC FAMILY MEDICINE MAGAZINE	PB
	FTSMMC EMERGENCY MEDICINE BOONEVILLE	PB
Carthage (McCune Brooks)	ER PHYSICIANS	HB
	ANESTHESIA	HB
	OUTPATIENT CLINIC NEUROLOGY	HB
	PAIN THERAPY CENTER	HB
	SURGERY TRAUMA ON CALL	HB
	PEDIATRICS CARTHAGE RHC	PB
	WOMENS HEALTH CARTHAGE RHC	PB
	FAMILY MEDICINE MEDICAL PARK DRIVE	PB
Cassville	ANESTHESIA	HB
	ER PHYSICIANS	HB
	HOSPITALISTS	HB
	ECHO/VASCULAR PF	HB
	SURGICAL ASSISTANTS	HB
Fort Smith	EMERGENCY DEPARTMENT	PB
Healdton	ER PHYSICIANS	HB
	PRIMARY CARE HEALDTON	PB
Jefferson	N/A	
Joplin	ER PHYSICIANS	PB
	FAMILY MEDICINE RH NEOSHO	PB
Kingfisher	ANESTHESIA SUPPORT SERVICES	HB
	ER PHYSICIANS	HB
	HYPERBARIC/OP WOUND	HB
	HOSPITALISTS KINGFISHER	HB
Lebanon	EMERGENCY DEPARTMENT	HB



Lincoln	ANESTHESIA	HB
	ER PHYSICIANS	HB
	MERCY HOSPITALISTS LINCOLN	HB
	URGENT CARE CTR-TROY	HB
	EMG PF	HB
	STLMC FAMILY MED 1003 E CHERRY	PB
	STLMC FAMILY MED WINFIELD	PB
	STLMC FAMILY MED ELSBERRY	PB
	STLMC PRIMARY CARE 1165 E CHERRY	PB
	STLMC FAMILY MED 900 E CHERRY	PB
	STLMC PSYCHIATRY 900 E CHERRY	PB
	Logan County (Guthrie)	ER PHYSICIANS
HOSPITALISTS-LOGAN CTY		HB
WOUND CENTER		HB
ECHO PF		HB
OKMC PRIMARY CARE EDMOND I35		PB
OKMC PRIMARY CARE EDMOND WATERLOO		PB
OKMC FAMILY MEDICINE RH CRESCENT		PB
OKMC CONVENIENT CARE RH GUTHRIE DIVISION		PB
OKMC FAMILY MEDICINE RH GUTHRIE DIVISION		PB
OKMC OBGYN N MERIDIAN BUILDING C		PB
OKMC ONCOLOGY HEMATOLOGY COLETTA		PB
OKMC PULMONOLOGY N MERIDIAN		PB
Maude Norton (Columbus)	CORPORATE HEALTH	HB
	ER PHYSICIANS	HB
Mountain View	ANESTHESIA SERVICES	HB
	ER PHYSICIANS	HB
	HOSPITALISTS	HB
	NEUROLOGY PF	HB
	OCCUPATIONAL MEDICINE PF	HB
	PULMONOLOGY-MT VIEW PF	HB
	ECHO PF	HB
	RESPIRATORY PF	HB
Oklahoma City	EEG	PB
	EMERGENCY DEPARTMENT	PB
	ULTRASOUND	PB
Ozark (Turner)	CRNA ANESTHESIA	HB
	OPERATING ROOM RURAL	HB
	HOSPITALISTS	HB



	FTSMMC EMERGENCY MEDICINE OZARK	PB
Paris (Logan)	CRNA ANESTHESIA	HB
	HOSPITALISTS	HB
	OPERATING ROOM RURAL	HB
	FTSMMC FAMILY MEDICINE PARIS RHC	PB
	PR SAR URGENT CARE	PB
	PR SAR EMERGENCY DEPARTMENT	PB
Perry	Anesthesia	HB
	EKG	HB
	EMERGENCY DEPARTMENT	
	Hospitalist	HB
	Radiology	HB
Rogers	N/A	
Springfield	ER PHYSICIANS	HB
	MOBILE HEALTH BUS	HB
South (formerly SAMC)	ER PHYSICIANS	PB
	URGENT CARE PHYSICIANS	HB
St Louis	STLMC EMERGENCY MEDICINE ST LOUIS	PB
	STLMC ED CLINICAL DECISION UNIT	PB
	URGENT CARE PHYSICIANS	HB
	STLMC HOSPITAL JFK CLINIC	PB
	STLMC HOSPITAL JFK BEHAVIORAL HEALTH CLINIC	PB
	STLMC CHILDRENS AUDIOLOGY OLIVE MASON	PB
	STLO INTEGRATIVE MED AND THRPY SVCS CLYNTN CLRKSN	PB
	STLO INTEGRATIVE MED AND THRPY SVCS OLIVE	PB
	STLO INTEGRATIVE MED AND THRPY SVCS TESSON	PB
	STLO INTEGRATIVE MED AND THRPY SVCS CANCER CENTER	PB
	STLMC WOMEN'S HEALTH TOWER B STE 1017	PB
	STLMC AUDIOLOGY HEARING AID CENTER BALLAS	PB
	STLMC AUDIOLOGY HEARING AID CENTER	PB
	STLMC AUDIOLOGY HEARING AID CENTER OFALLON	PB
Tishomingo	ER PHYSICIAN	HB
	HOSPITALISTS - TISHOMINGO	HB
Waldron (Scott County)	CRNA ANESTHESIA	HB
	ENDOSCOPY PF	HB
	OPERATING ROOM RURAL	HB
	FAMILY MEDICINE RHC MANSFIELD	PB
	FAMILY MEDICINE RHC WALDRON	PB
Washington	EMERGENCY MEDICINE WASHINGTON	PB



	URGENT CARE PHYSICIANS LEGENDS PKWY	HB
	HOSPITAL WASH MCAULEY DENTAL HEALTH SVCS	PB
	HOSPITAL WASH MCAULEY ADULT HEALTH SVCS	PB
	HOSPITAL WASH MCAULEY WOMENS HEALTH SVCS	PB
	HOSPITAL WASH MCAULEY BEHAVIORAL HEALTH SVCS	PB
	HOSPITAL WASH MCAULEY CHILDRENS HEALTH SVCS	PB
Watonga	ER PHYSICIANS	HB
	HOSPITALISTS - WATONGA	HB

**Excluded Services/Discounts**

NON-HOSPITAL SERVICES

- Residential Services (Note: Swing Beds are Eligible for Financial Assistance)
- Retail Pharmacy
- Optical Shop
- Private Duty Nursing
- Corporate Health
- Integrative Medicine
- All Professional Services Not Specifically Listed as Included

NOT MEDICALLY NECESSARY

- Cosmetic
- Cardiac and Pulmonary Rehab Phase III
- Hearing Aids
- Driving Assessments•

OTHER DISCOUNTS

- Special Pricing arrangements (package pricing) do not qualify for Financial Assistance.
- An account cannot receive both an Uninsured Discount and Financial Assistance. If Financial Assistance granted, Uninsured Discount will be reversed.



**Exhibit D**  
**AMOUNTS GENERALLY BILLED**

<b>Facility</b>	<b>AGB %</b>
Jefferson	28
South (formerly SAMC)	30
Saint Louis	30
Lincoln	36
Washington	26
Aurora	42
Berryville	34
Cassville	42
Lebanon	34
Springfield	27
Saint Francis	45
Ada	30
Ardmore	29
Healdton	58
Kingfisher	52
Logan County (Guthrie)	42
Oklahoma City	27
Tishomingo	60
Watonga	53
Bonneville	41
Fort Smith	30
Ozark (Turner)	44
Paris (Logan)	41
Waldron (Scott County)	43
Berryville	34
Northwest Arkansas	26
Joplin	26
Maude Norton Columbus	67
Southeast Kansas	22
Carthage McCune Brooks	37



Facility Name:	Mercy Revenue Cycle	
Policy / Procedure:	MRC PSERV Financial Assistance Program Policy_Professional Services	
Original Effective Date:	7/1/2015	
Version Effective Date:	03/15/2023	
Approved:	Garrett Kates (Exec Dir-Pat Receivables Mgmt)	Date: 03/15/2023

**PURPOSE**

To identify and provide assistance to patients that are financially or medically indigent and demonstrate an inability to pay for medically necessary care provided to them or their dependents who qualify under the eligibility guidelines and evaluation processes defined in this policy.

**POLICY**

Mercy affirms and maintains its commitment to meet the health and medical needs of our communities in a manner consistent with our Mission, Vision, and Core Values. Mercy reserves the right to define and revise the criteria which yield a determination of financial assistance.

Mercy will use financial counseling, point of service screening, patient attestations, and/or a third-party tool as soon as practical during the intake and/or billing process to identify patients that may qualify for financial assistance.

Mercy grants financial assistance to patients for emergency and other medically necessary care based on need. The Federal Poverty Guidelines, which consider household income and household member size, are used in determining the level of financial assistance available. Financial assistance income ranges will be reviewed annually with the release of the Federal Income Poverty Guidelines and updated in the Mercy policy.

Mercy will provide information regarding the Financial Assistance Program in the community via patient statements, signage and brochures in patient access areas and/or in the area of treatment. The paper Financial Assistance Application and Policy are available in both English and other languages prevalent in the area and can be requested from a provider’s office, facility registration, Customer Service, or obtained on [www.mercy.net/fa](http://www.mercy.net/fa).

- Completed applications for financial assistance can be returned to:

Mercy Health  
 Attention Financial Assistance  
 1570 W. Battlefield, Suite 120  
 Springfield MO 65807

Fax: 417-829-4604

Email: [mercyhealthcommunitiesfap@mercy.net](mailto:mercyhealthcommunitiesfap@mercy.net)

Questions about the financial assistance policy may be directed to Mercy Health customer service 855-420-7900.



## POLICY DEFINITIONS

**Medically Necessary** - Health care services or supplies needed to diagnose or treat an illness, injury, condition, disease or its symptoms and that meet accepted standards of medicine. Medical necessity according to an individual's medical coverage is guiding under the Financial Assistance Policy. In the event that an individual is uninsured, Medically Necessary is defined by Mercy. Medically Necessary excludes non-medical services generally provided for patient convenience or under other benefits including, but not limited to dental, vision, and hearing aid services.

**Third-Party Tool** – Vendor contracted to provide Mercy with estimated household income information for patients.

**Household Income** – Includes but not limited to: earnings, unemployment compensation, workers' compensation, Social Security, Supplemental Security Income, public assistance, veterans' payments, survivor benefits, pension or retirement income, interest, dividends, rents, royalties, income from estates, trusts, alimony, and other miscellaneous sources. The household income does not include child support, student loans, and student grants or non-cash benefits (such as food stamps and housing subsidies).

**Household Size** – Number of persons living at same residence.

## PROCEDURE

### I. Applications for Financial Assistance

#### a. Types of Applications

- i. A Financial Assistance Application may be submitted in writing (paper application), verbally (by providing financial information orally), or a combination of both.
  1. **Written applications:** Patients may request a paper application to apply for assistance at any time or find an application on [mercy.net/fa](http://mercy.net/fa). Information from a Medicaid Application may be used in place of the paper Financial Assistance Application.
  2. **Verbal applications:** Patients may apply verbally by expressing interest in financial assistance upon arrival for care, during phone registration, after contact with Eligibility Services or through Customer Service. During the verbal application process, patients will be asked to provide some basic household information to assist Mercy in determining eligibility. A written application will be required in addition to verbal if Mercy's third-party eligibility vendor determines the patient has high-propensity to pay or is unable to derive any information about their financial situation (null return) and/or in the case of discrepancy between the household information provided by the patient and third party tool results, that suggest differing financial assistance discounts.

### II. Insurance Eligibility Screening





- a. Mercy requires patients who qualify for insurance coverage to obtain coverage prior to requesting financial assistance or to complete an Insurance Eligibility Screening. If the Insurance Eligibility Screening indicates a patient may be eligible for Medicaid, the patient must make a good faith effort to obtain coverage.
- b. Insured patients are not required to complete the Insurance Eligibility Screening before applying for financial assistance.

### III. Eligibility Determination

- a. Assessment of a patient's financial status will utilize patient answers provided in verbal or written applications, verification of those answers by use of a third-party tool, and/or documentation needed to validate current household income, and size of the household.
- b. Mercy uses the Federal Poverty Guidelines as outlined in Exhibit A to determine the level of financial assistance available to the patient.
- c. Mercy will ask patients to exhaust all alternate payment options including, but not limited to, local, state, and federal assistance programs (i.e. completing Medicaid Application or obtaining available insurance) and requiring patients to seek in-network care, before considering an application for financial assistance.

### IV. Coverage Period

- a. Patients who apply for financial assistance will be notified of eligibility (approval or denial) for financial assistance via a letter.
- b. If approved, patient will receive the appropriate financial discount on eligible services that were first billed to the patient in the prior 240 days. In addition, patient will receive the discount for eligible services billed to them for 6 months *from* the date of the approval letter. At the end of 6 months, a patient can request reevaluation or complete a new Financial Assistance Application.
- c. When processing an approved account for financial assistance, all dates of services that qualify for the Financial Assistance Adjustment will be reviewed to identify any personal payments that exceed the patient's responsibility. In the event a Financial Assistance Adjustment will create a credit on a HAR, that credit will be reallocated to any other outstanding Mercy balance prior to consideration of a patient refund

### V. Included and Excluded Services

- a. Reference the attached ***Exhibit C*** for a listing of excluded Professional Billing services.
- b. Non-emergent services received by insured patients that are not covered in-network by their insurance plan will not qualify for financial assistance unless their plan offers out-of-network benefits.
- c. Financial assistance will only apply to the patient's liability portion of the charge after all other third-party payments are applied.
- d. Financial assistance will not be granted if account(s) are related to a personal injury claim, lawsuit, workers compensation or probate of estate as examples.

### VI. Presumptive Financial Assistance



- a. Striving to identify those of greatest financial need, Mercy will utilize a third-party-tool to identify patients that are at or below 200% of the Federal Poverty level with low propensity to pay. Mercy will grant these patients financial assistance presumptively, without the requirement of an application.
- b. Front-End Presumptive
  - i. Patients may receive financial assistance (without applying) *at the time their balance drops to self-pay*, if the third-party tool used to evaluate their FPL and Propensity to Pay deems they are less than or equal to 200% of the FPL and their ability to pay is low which will identify the patient as eligible for a 100% charity adjustment to that individual encounter.
- c. Back-End Presumptive
  - i. Patients may receive financial assistance (without applying) *prior to bad debt agency placement* if their financial situation (per third-party tool) changed (and now qualified) since time their balance dropped to patient responsibility and was originally assessed. The same criterion will be used: the FPL is 200% or lower and their ability to pay is low which will identify the patient as eligible for a 100% charity adjustment to that individual encounter
- d. Insurance Eligibility Screening
  - i. While insurance screening is not required for uninsured patients prior to receiving presumptive financial assistance, if at any time it is identified a patient may qualify for a payor coverage, it is expected the patient make all efforts to obtain coverage when possible.
- e. Eligibility Determination
  - i. See VI. a.
  - ii. If a patient has alternate sources of payment (insurance, cost-sharing plans that allow claim submission by provider, co-pay assistance programs etc.) appropriate claims/requests will be filed and considered by source prior to patient receiving a presumptive discount.
- f. Qualifying Encounter
  - i. If a patient qualifies for presumptive financial assistance, only that individual encounter will have financial assistance applied.
- g. Included and Excluded Services
  1. See section V.
- h. Application vs. Presumptive
  1. If a patient has applied (verbally or written) for financial assistance and also qualifies for a presumptive discount, the presumptive discount will take precedence, giving the patient the highest discount possible.

## VII. Non-Payment

- a. Mercy bills patients for their responsible portion via monthly statements. Patients are responsible for payment of their accounts. Patients receiving financial assistance are responsible for making payment arrangements on their remaining account balances within the statement period. If there is no payment or valid address for mailing within a 3-month statement period, the account will qualify for transfer to the collection agency. To prevent collection action, Mercy has financial counselors and customer service representatives



available to assist in setting up payment options Monday through Friday, during business hours as noted on the statement.

- b. Mercy Southwest Missouri Community: If patients presenting for services in the Mercy Southwest Missouri community (which includes: Joplin Hospital, Carthage Hospital, Columbus Hospital, Specialty Hospital Southeast Kansas and Southwest Missouri Community Clinics) qualify for Level 2 and do not pay the required percentage amount, services may be deferred, or care agreement terminated. See [MHJC PSER Patient Financial Clearance Guidelines](#).
- c. Accounts referred to the collection agency will be subject to additional collection efforts; including Extraordinary Collection Action, up to and including, liens, credit reporting, wage garnishment and service deferral for services received in specific locations in accordance with the Patient Financial Clearance Guidelines. Even with balances being placed with a collection agency, patient's are able to submit a financial assistance application during the 240-day application period from their first billed statement date. Patient's are able to submit those application requests by contacting a financial counselor as detailed in our Policy section at the beginning of this document.

## EXCEPTIONS

1. National Health Service Clinics (NHSC): A separate policy and application is designated for services received at the NHSC designated locations. The NHSC Application does not include any use of a third-party tool and patient financial situation is assessed solely based on the documents requested or as described in the policy. For these balances, the *NHSC-specific* application should be submitted by the patient. Patients requesting financial assistance consideration for Mercy services received outside the NHSC location as well will not be required to fill out both NHSC and standard Mercy applications, rather only standard Mercy financial assistance approval process should be followed (traditional Financial Assistance Application, may be taken over phone etc.).
  - a. For patients submitting both NHSC and Non-NHSC balances for consideration, the financial assistance discount percentage determined by the Mercy financial assistance screening and approval process will be applied to both NHSC and Non-NHSC balances.
  - b. In the event a patient is granted financial assistance through a NHSC application process, and later receives services outside the NHSC location, Mercy will apply the NHSC financial assistance percentage determination to the appropriate Mercy balances for the remainder of the approved period, unless a significant variance in approval percentage is noted.
  - c. If a Non-NHSC balance does not qualify for financial assistance, the NHSC balance will be considered separately.



- II. Community Clinic Services: Other community clinic financial assistance programs supersede the Mercy Hospital and Health Services Financial Assistance Policy, except for the NHSC identified locations where the above exception will apply. Otherwise, reference local community policies.
- III. Patients on Spenddown: Mercy will utilize state verified spenddown information to impute the patients' household income to determine if a patient qualifies for financial assistance.
- IV. Mercy Hospital JFK Clinic: Financial assistance guidelines for JFK patients defined in Exhibit B. Patients wishing to apply for financial assistance related to services received at a JFK clinic will need to fill out the JFK Clinic Patient Financial Assistance Application rather than the standard Mercy Financial Assistance Application. Patients presenting at JFK clinics will not be evaluated under guidelines outlined in the Presumptive Financial Assistance section (VI).
- V. Mercy Southwest Missouri Community: Patients presenting for services in the Mercy Southwest Missouri community (which includes: Joplin Hospital, Carthage Hospital, Columbus Hospital, Specialty Hospital Southeast Kansas and Southwest Missouri Community Clinics) will not be evaluated under the guidelines in the Presumptive Financial Assistance section (VI).
- VI. International Financial Assistance Policy: The International Financial Assistance Policy supersedes this policy. See the International Finance Assistance Policy.
- VII. Patient Financial Status – Patients who are incarcerated or homeless and confirmed no other liable party can be billed, will be deemed 100% financial assistance. Bankruptcy accounts upon notification of filing will be deemed 100% charitable. Deceased patients 18 years of age and over will be reviewed by Third Party Vendor and once determined uncollectible, will be deemed 100% charity unless bad debt placement has exceeded 365 days then will be deemed 100% uncollectible bad debt.
- VIII. Revenue Cycle Management- Accounts being managed under a client/third party relationship will be granted financial assistance according to the discount percentage in their own policy, exclusive of Mercy's discount percentage scale.
- IX. Services specified as 'Excluded' in Exhibit C

## **DISTRIBUTION**

- I. Collection Agencies
- II. Financial Leadership
- III. MRM Leadership
- IV. Business Risk and Compliance



**EXHIBITS**

- A. Current Year Federal Poverty Guidelines – Current Fiscal Year Financial Assistance Levels
- B. Financial Assistance Guidelines for JFK
- C. Excluded Services Listing

**REFERENCES**

- [MRC PSERV Financial Assistance Application](#)
- [MRC PSERV Financial Assistance Application Spanish](#)

**EXHIBIT A**

<b>Mercy Financial Assistance Guidelines</b>													
Based in 2023 Federal Poverty Income Guidelines													
Family Size				1	2	3	4	5	6	7	8	9	10
Level	% of Poverty Level	Hospital Discount	Physician Discount	Range	Range	Range	Range	Range	Range	Range	Range	Range	Range
I	0 - 200%	100%	100%	\$0.00 - \$29,160	\$0.00 - \$39,440	\$0.00 - \$49,720	\$0.00 - \$60,000	\$0.00 - \$70,280	\$0.00 - \$80,560	\$0.00 - \$90,840	\$0.00 - \$101,120	\$0.00 - \$111,400	\$0.00 - \$121,680
II	201% - 300%	80%	70%	\$29,161 - \$43,740	\$39,441 - \$59,160	\$49,721 - \$74,580	\$60,001 - \$90,000	\$70,281 - \$105,420	\$80,561 - \$120,840	\$90,841 - \$136,260	\$101,121 - \$151,680	\$111,401 - \$167,100	\$121,681 - \$182,520

For family units with more than 10 persons, add \$5,140 to household income range for each additional person. \*Effective 3.6.2023

**EXHIBIT B**

**Mercy Hospital JFK Clinic – St. Louis, MO  
Financial Assistance Adjustment Guidelines**

Level	% FPL	Fee	Facility	Doctor	Physician
I	0-200	\$5.00	-	\$5.00	\$5.00
II	201-300	\$25.00	\$5.00	\$20.00	\$25.00

**MERCY HOSPITAL JFK CLINIC - QUALIFIED PATIENTS**



Patients will qualify as an established patient at the clinic if they are uninsured. If they have access to insurance, they are no longer qualified to receive services at the Mercy Hospital JFK Clinic; including children who can qualify for Medicaid.

## **EXCEPTIONS**

### **Lab Services**

Patients receiving lab services on the same day as an office visit are required to pay the approved financial assistance level copay, plus the discounted lab.

### **Obstetric Services**

The clinic rate covers all visits, labs, ultrasounds, delivery, and post-partum check. In addition, newborn charges and one visit for the baby are included. These fees are assessed yearly at a discount rate and apply to all who are established with Mercy Hospital JFK Clinic.

### **Dental**

Dental cleanings for the uninsured are \$30.00 for adults and \$25.00 for children. If restorative work is requested, those services are required to be prepaid.

*\*Please use the Mercy Hospital JFK Clinic Application (English and Spanish) below:*

[https://www.mercy.net/content/dam/mercy/en/pdf/financial\\_assistance\\_application\\_jfk\\_clinic\\_english\\_posted\\_20160915.pdf](https://www.mercy.net/content/dam/mercy/en/pdf/financial_assistance_application_jfk_clinic_english_posted_20160915.pdf)

[https://www.mercy.net/content/dam/mercy/en/pdf/mercy\\_hospital\\_jfk\\_clinic\\_financial\\_assistance\\_application\\_spanish\\_posted\\_20161207.pdf](https://www.mercy.net/content/dam/mercy/en/pdf/mercy_hospital_jfk_clinic_financial_assistance_application_spanish_posted_20161207.pdf)

## **EXHIBIT C**

### **Excluded Services**

#### **ANCILLIARY SERVICES**

- Residential Services (Note: Swing Beds are Eligible for Financial Assistance)
- Retail Pharmacy
- Optical Shop



- Private Duty Nursing
- Corporate Health
- Integrative Medicine

#### NOT MEDICALLY NECESSARY

- Cosmetic
- Cardiac and Pulmonary Rehab Phase III
- Hearing Aids
- Driving Assessments

#### OTHER DISCOUNTS

- Special Pricing arrangements (package pricing) do not qualify for Financial Assistance.
- A patient cannot receive both an Uninsured Discount and Financial Assistance. If Financial Assistance granted to an Uninsured patient, the Uninsured Discount will be reversed.



Facility Name:	Mercy Revenue Cycle	
Policy / Procedure:	MW MRC PSERV NHSC Financial Assistance Program Policy	
Original Effective Date:	1/12/2014	
Version Effective Date:	6/29/2021	
Approved:	Garrett Kates (Exec Dir-Pat Receivables Mgmt)	Date: 12/06/2023

**POLICY:**

To identify and provide assistance to patients that are financially or medically indigent and demonstrate an inability to pay for medically necessary care provided to them who qualify under the eligibility guidelines and evaluation processes defined in this policy.

**POLICY DEFINITIONS:**

*Household Income* – Includes but not limited to earnings, unemployment compensation, workers’ compensation, Social Security, Supplemental Security Income, public assistance, veterans’ payments, survivor benefits, pension or retirement income, interest, dividends, rents, royalties, income from estates, trusts, alimony, and other miscellaneous sources. The household income does not include child support, student loans, and student grants or non-cash benefits (such as food stamps and housing subsidies).

*Household Size* – Number of persons living at same residence

**PROCEDURE:**

Mercy Clinic will assess the needs of patients that have indicated a possible financial hardship. Charity Care eligibility is based upon household size and household income

If a patient requests or indicates a need for financial assistance for one of the reasons cited above, the patient shall provide proof of hardship by providing the following:

- Completed Financial Statement Application

The Financial Statement application and above attachments will be returned to the Mercy Revenue Management Customer Assistance Department. Financial assistance will only apply to the patient’s liability portion of the charge after all other third-party payments are applied.





Mercy will provide information regarding the Financial Assistance Program in the community via patient statements, signage, and brochures in patient access areas and/or in the area of treatment. The paper Financial Assistance Application and Policy are available in both English and other languages prevalent in the area and can be requested from a provider's office, facility registration, Customer Service, or obtained on [www.mercy.net/fa](http://www.mercy.net/fa).

- Completed applications for financial assistance can be returned to:

Mercy Health  
Attention Financial Assistance  
1570 W Battlefield, Suite 120  
Springfield MO 65807

Fax: 417-829-4604

Email: [mercyhealthcommunitiesfap@mercy.net](mailto:mercyhealthcommunitiesfap@mercy.net)

Questions about the financial assistance policy may be directed to Mercy Health customer service 855-420-7900.

Patients excluded from this policy would be:

- Those patients receiving elective procedures

Once the patient has been identified as being eligible for Charity Care, a note will be placed in the patient's billing account. The application is kept on file within the patient's EPIC account. Charity Care discounts are applied to all patient responsibility amounts as assessed by their insurance payor, including any copay amounts and may be applied to any additional balances billed for 60 days after charity care posted.

Professional services are covered by the [MRC PSERV Financial Assistance Program Policy\\_Professional Services](#) policy, except those departments specifically listed on the hospital include list, which are covered by the [MRC PSERV Financial Assistance Program Policy\\_Hospital and Health Services](#).

Exhibit A:

- [Missouri](#)
- [Arkansas](#)
- [Kansas](#)
- [Oklahoma](#)

Exhibit B:



- [Sliding Fee Scale](#)

## EXHIBITS

Exhibit A: List of applicable NHSC sites

<b>MISSOURI</b>		
Mercy Health System-Joplin Women’s Health Office	100 Mercy Way Joplin, MO 64804	NHSC
Mercy Health System-Mercy Clinic Mountain View	104 E. US Hwy 60 Mountain View, MO 65548	NHSC
Mercy Health System- Mercy Clinic Marshfield	1040 W. Washington Marshfield, MO 65706	NHSC
Mercy Health System-Mercy Clinic Branson	1065 State Hwy 248 Branson, MO 65616	NHSC
Mercy Health System-Mercy Clinic St. James	107 W. Eldon St. James, MO 65559	NHSC
Mercy Health System- Mercy Clinic Buffalo	118 West Dallas Buffalo, MO 65622	NHSC
Mercy Health System-Mercy Clinic Mountain Grove	120 West 16 <sup>th</sup> Street Mountain Grove, MO 65711	NHSC
Mercy Health System-Mercy Clinic Willow Springs	1202 E. Mainness Hwy 60-63 Willow Springs, MO 65793	NHSC
Mercy Health System-Mercy Clinic Lockwood	1307 Main Lockwood, MO 65682	NHSC
Mercy Health System-Mercy Clinic Behavioral Health Lark Street	1312 East Lark Street Springfield, MO 65804	NHSC
Mercy Health System-Mercy Clinic Ava	1312 N. Highway 5 Ava, MO 65608	NHSC
Mercy Health System-Mercy Family Medicine Clinic Mt. Vernon	1319 S. Landrum St. Mt. Vernon, MO 65712	NHSC
Mercy Health System- Mercy Clinic Family Medicine Summersville	149 Rogers Avenue Summersville, MO 65571	NHSC
Mercy Health System- Mercy Women’s Health Carthage	1515 Hazel Street Suite 101 Carthage, MO 64836	NHSC



Mercy Health System-Mercy Clinic Rolla Family Medicine	1605 Martin Springs Drive Suite 210 & 260 Rolla, MO 65401	NHSC
Mercy Health System-Mercy Clinic Rolla Pediatrics	1605 Martin Springs Drive Suite 250 Rolla, MO 65401	NHSC
Mercy Health System-Mercy Clinic Family Medicine East Kearney	1640 E. Kearney St. Springfield, MO 65803	NHSC
Mercy Health System-Mercy Clinic Branson West	18598 Hwy 13 North Branson West, MO 65737	NHSC
Mercy Health System-Mercy Pediatrics Buena Vista	1911 South Buena Vista Carthage, MO 64386	NHSC
Mercy Health System-Mercy Clinic Rogersville	199 Johnstown Drive Rogersville, MO 65742	NHSC
Mercy Health System-Mercy Clinic West Kearney Family Medicine	2212 W. Kearney St. Springfield, MO 65804	NHSC
Mercy Health System-Shell Knob Clinic	22361 Oak Ridge Dr. Shell Knob, MO 65747	NHSC
Mercy Health System-Mercy Clinic Family Medicine Neosho	2550 Lusk Drive Neosho, MO 64850	NHSC
Mercy Health System-Mercy Clinic Hollister	290 Clift Court Hollister, MO 65672	NHSC
Mercy Health System-Mercy Clinic El Dorado Springs	309 E. Hospital Road El Dorado Springs, MO 64744	NHSC
Mercy Health System-Mercy Clinic Family Medicine Joplin	3126 Jackson Ave Suite 200 Joplin, MO 64804	NHSC
Mercy Health System-Mercy Clinic Monett	315 East Cleveland Monett, MO 65708	NHSC
Mercy Health System-Smith Glynn Callaway Family Medicine Clinic	3231 S. National Ave. Suite 220 Springfield, MO 65807	NHSC
Mercy Health System-Mercy Clinic Republic	332 South Main Republic, MO 65738	NHSC
Mercy Health System-Mercy Clinic Strafford	363 East Route 66 Strafford, MO 65757	NHSC
Mercy Health System-Mercy Clinic Birch Tree	3802 O'Banion St. Birch Tree, MO 65438	NHSC
Mercy Health System-Mercy Clinic Salem	404 Rolla Road Salem, MO 65401	NHSC



Mercy Health System-Mercy Clinic Seymour	418 West Steel Seymour, MO 65746	NHSC
Mercy Health System-Mercy Clinic Steelville	518 Pine Steelville, MO 65565	NHSC
Mercy Health System-Mercy Clinic Willard	520 East Jackson Willard, MO 65781	NHSC
Mercy Health System-Mercy Clinic Aurora	550 S. Hudson Avenue Aurora, MO 65605	NHSC
Mercy Health System-Mercy Clinic Psychiatry Joplin	5615 West 32 <sup>nd</sup> Street Joplin, MO 64804	NHSC
Mercy Health System – Mercy Clinic Psychiatry	1965 S Fremont Ave #330 Springfield MO 65804	NHSC
Mercy Health System-Mercy Clinic St. Robert	608 City Route 66 St. Robert, MO 65584	NHSC
Mercy Health System-Mercy Clinic Webb City	6151 N. Main Street Road Webb City, MO 64870	NHSC
Mercy Health System-Mercy Clinic Richland Internal Medicine & Pediatrics	904 South Pine Street Richland, MO 65556	NHSC
Mercy Health System-Mercy Clinic Family Medicine Cassville	92 Main Street Cassville, MO 65625	NHSC
Mercy Health System-Agape Family Medicine	331 Hospital Drive Ste C Lebanon, MO 65536	NHSC
Mercy Health System – Family Medicine Marionville (Part-Time)	1 N. College Ave Marionville, MO 65705	NHSC
Mercy Health System - Mercy 50 <sup>th</sup> Street Clinic	202 East 50 <sup>th</sup> Street Joplin, MO 64804	NHSC
Mercy Health System – Mercy Clinic Lebanon Internal Medicine and Pediatrics	120 Hospital Drive Suite 300 Lebanon, MO 65536	NHSC
Mercy Health System – Mercy Clinic Pediatrics Whiteside	2115 S Fremont Ave Ste 2900 Springfield, MO 65804	NHSC
Mercy Clinic Rolla Convenient Care	1605 Martin Springs Dr Rolla, MO 65401-2982	NHSC
Whiteside Internal Medicine Clinic	2115 S Fremont Ave Springfield, MO 65804-2239	NHSC
Mercy Clinic East Sunshine	2730 E Sunshine St Springfield, MO 65804-2047	NHSC
Mercy Primary Care Southwest	2754 W Republic Rd Springfield, MO 65807-3901	NHSC
Mercy Clinic Cuba	114 Downey PL Cuba MO 65453-164	NHSC



Mercy Clinic Pediatrics Joplin (Part-Time)	3126 S Jackson Ave Joplin, MO 64804-2534	NHSC
Mercy Family Medicine SGC 240	3231 S National Ave Springfield, MO 65807-7304	NHSC
Smith Glynn Calloway Family Medicine Clinic - Suite 280	3231 S National Ave Springfield, MO 65807-7304	NHSC
Smith Glynn Calloway Family Medicine Clinic – Suite 240	3231 S National Ave Springfield MO 65807	NHSC
Smith Glynn Calloway Family Medicine Clinic (Suite 140)	3231 S National Ave Springfield, MO 65807-7304	NHSC
Mercy Clinic Rolla Internal Medicine	1605 Martin Springs Dr Rolla, MO 65401-2982	NHSC
Mercy Clinic Family Medicine Ozark	505 N 25th St Ozark, MO 65721-9069	NHSC
Mercy Clinic Family Medicine De Soto	5194 Jeremiah Blvd Hillsboro, MO 63050-5815	NHSC
Mercy Internal Medicine Fremont	1965 S Fremont Ave Springfield, MO 65804-2201	NHSC
Mercy Clinic Internal Medicine & Pallative Care	100 Mercy Way Joplin, MO 64804-4524	NHSC
Mercy Health System – Mercy Clinic Psychiatry	1965 S Fremont Ave #330 Springfield, MO 65804	NHSC
Mercy Clinic Nixa Family Medicine	940 W Mount Vernon St Ste 210 Nixa, MO 65714-9613	NHSC
Mercy Nixa Internal Medicine Clinic	941 W Mount Vernon St Ste 210 Nixa, MO 65714-9613	NHSC
Mercy Health System – Mercy Clinic Psychology Springfield	Medical Gardens Building 2030 S. National Suite 105 Springfield, MO 65804	NHSC
Mercy Health System – Smith Glynn Calloway Pediatrics Clinic	3231 S. National Suite 100 (B) Springfield, MO 65807	NHSC
Mercy McAuley Clinic	851 E Fifth st Suite 200, Washington, MO 63090	NHSC
<b>ARKANSAS</b>		
Mercy Clinic Family Medicine-Berryville	207 Carter St	NHSC



	Berryville, AR 72616	
Mercy Health System - Mercy Clinic Waldron RHC	1341 W. 6 <sup>th</sup> St. Physician Building Waldron, AR 72958	NHSC
Mercy Health System - Mercy Clinic Mansfield RHC	100 N. Walnut Suite AMansfield, AR 72944	NHSC
Mercy Health System - Mercy Clinic Booneville RHC	128 Daniel Avenue Booneville, AR 72927	NHSC
Mercy Health System - Mercy Clinic Van Buren	2800 Fayetteville Rd. Van Buren, AR 72956	NHSC
Mercy Health System - Mercy Clinic Cedarville SBC	708 Pirates Way Cedarville, AR 72932	NHSC
<b>KANSAS</b>		
Mercy Health System-Mercy Clinic Columbus Family Medicine	101 West Sycamore St Columbus, KS 66725	NHSC
Mercy Health System – Mercy Clinic Family Medicine Oswego	805 Barker Dr Oswego, KS 67356	NHSC
Mercy Clinic Family Medicine Oswego	805 Barker Dr Oswego, KS 67356-9034	NHSC
ViaChristi Mercy Clinic Pittsburg	1300 E Centennial Dr Pittsburg, KS 66762-6650	NHSC
<b>OKLAHOMA</b>		
Mercy Clinic Primary Care – Ada	301 North Monte Vista St. Ada, OK 74820	NHSC
Healdton Mercy Hospital (CAH)	3462 Hospital Rd. Healdton, OK 73438	NHSC
Mercy Clinic Crescent	400 S Grand Crescent, OK 73028	NHSC
Mercy Clinic OB/GYN – Ada Arlington	2020 Arlington St. Suite 2 Ada, OK 74820	NHSC
Mercy Clinic Internal Medicine – Ada	520 N Monte Vista St, Suite A Ada, OK 74820	NHSC
Mercy Clinic Watonga	203 N Weigle Ave Watonga, OK 73772	NHSC
Mercy Clinic Guthrie – Academy	205 S. Academy Rd. Guthrie, OK 73044	NHSC



Mercy Clinic Guthrie – Division	2919 S Division St. Guthrie, OK 73044	NHSC
Mercy Clinic Primary Care – Ada	520 N Monte Vista St, Suite C Ada, OK 74820	NHSC
Mercy Clinic Primary Care – Healdton	3472 Hospital Rd. Healdton, OK 73438	NHSC
Mercy Clinic Primary Care – Ada	530 N. Monte Vista Street Ada, OK 74820	NHSC

Exhibit B: Sliding Fee Scale

Mercy Financial Assistance Guidelines													
Based in 2023 Federal Poverty Income Guidelines													
Family Size				1	2	3	4	5	6	7	8	9	10
Level	% of Poverty Level	Hospital Discount	Physician Discount	Range	Range	Range	Range	Range	Range	Range	Range	Range	Range
I	0 - 200%	100%	100%	\$0.00 - \$29,160	\$0.00 - \$39,440	\$0.00 - \$49,720	\$0.00 - \$60,000	\$0.00 - \$70,280	\$0.00 - \$80,560	\$0.00 - \$90,840	\$0.00 - \$101,120	\$0.00 - \$111,400	\$0.00 - \$121,680
II	201% - 300%	80%	70%	\$29,161 - \$43,740	\$39,441 - \$59,160	\$49,721 - \$74,580	\$60,001 - \$90,000	\$70,281 - \$105,420	\$80,561 - \$120,840	\$90,841 - \$136,260	\$101,121 - \$151,680	\$111,401 - \$167,100	\$121,681 - \$182,520

For family units with more than 10 persons, add \$5,140 to household income range for each additional person. \*Effective 3.6.2023