CERTIFICATE OF NEED APPLICATION

Country Bluff Executive Senior Living

Establish 70-Bed Residential Care Facility

Project #5798 RS

submitted to

Missouri Health Facilities Review Committee
**NEW OR ADDITIONAL LONG TERM CARE BED APPLICATION**

Applicant's Completeness Checklist and Table of Contents

### Project Name: Country Buff Executive Senior Living  
Project No: 5798 RS

**Project Description:** Establish 70-bed residential care facility

<table>
<thead>
<tr>
<th>Date</th>
<th>Page</th>
<th>N/A</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td><strong>Divider I. Application Summary:</strong></td>
</tr>
<tr>
<td>✔</td>
<td>5</td>
<td></td>
<td>1. Applicant Identification and Certification (Form MO 580-1861)</td>
</tr>
<tr>
<td>✔</td>
<td>7-8</td>
<td></td>
<td>2. Representative Registration (Form MO 580-1869)</td>
</tr>
<tr>
<td>✔</td>
<td>10-11</td>
<td></td>
<td>3. Proposed Project budget (Form MO 580-1863) and detail sheet with documentation of costs.</td>
</tr>
<tr>
<td></td>
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<td><strong>Divider II. Proposal Description:</strong></td>
</tr>
<tr>
<td>✔</td>
<td>13-17</td>
<td></td>
<td>1. Provide a complete detailed project description.</td>
</tr>
<tr>
<td>✔</td>
<td>18</td>
<td></td>
<td>2. Provide a timeline of events for the project, from CON issuance through project competition.</td>
</tr>
<tr>
<td>✔</td>
<td>19</td>
<td></td>
<td>3. Provide a legible city or county map showing the exact location of the proposed facility.</td>
</tr>
<tr>
<td>✔</td>
<td>20</td>
<td></td>
<td>4. Provide a site plan for the proposed project.</td>
</tr>
<tr>
<td>✔</td>
<td>21</td>
<td></td>
<td>5. Provide preliminary schematic drawings for the proposed project including the location of each bed.</td>
</tr>
<tr>
<td>✔</td>
<td>22</td>
<td></td>
<td>6. Provide evidence that architectural plans have been submitted to the Department of Health and Senior Services.</td>
</tr>
<tr>
<td>✔</td>
<td>12</td>
<td></td>
<td>7. Provide the proposed gross square footage.</td>
</tr>
<tr>
<td>✔</td>
<td>16</td>
<td></td>
<td>8. Document ownership of the project site, or provide an option to purchase.</td>
</tr>
<tr>
<td>✔</td>
<td>14</td>
<td></td>
<td>9. Define the community to be served (service area, 2025 population, area, rationale).</td>
</tr>
<tr>
<td>✔</td>
<td>14-38</td>
<td></td>
<td>10. Provide 2025 population projections for the 15-mile radius service area.</td>
</tr>
<tr>
<td>✔</td>
<td>14</td>
<td></td>
<td>11. Identify specific community problems or unmet needs the proposal would address.</td>
</tr>
<tr>
<td>✔</td>
<td>12</td>
<td></td>
<td>12. Provide historical utilization for each of the past three (3) years and utilization projections through the first three (3) FULL years of operation of the new LTC beds.</td>
</tr>
<tr>
<td>✔</td>
<td>15</td>
<td></td>
<td>13. Provide the methods and assumptions used to project utilization.</td>
</tr>
<tr>
<td>✔</td>
<td>15</td>
<td></td>
<td>14. Document that consumer needs and preferences have been included in planning this project and describe how consumers had an opportunity to provide input.</td>
</tr>
<tr>
<td>✔</td>
<td>15</td>
<td></td>
<td>15. Provide copies of any petitions, letters of support or opposition received.</td>
</tr>
<tr>
<td></td>
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<td></td>
<td><strong>Divider III. Service Specific Criteria and Standards:</strong></td>
</tr>
<tr>
<td>✔</td>
<td>41</td>
<td></td>
<td>1. For ICF/SNF beds, address the population-based bed need methodology of fifty-three (53) beds per one thousand (1,000) population age sixty-five (65) and older.</td>
</tr>
<tr>
<td>✔</td>
<td>41</td>
<td></td>
<td>2. For RCF/ALF beds, address the population-based bed need methodology of twenty-five (25) beds per one thousand (1,000) population age sixty-five (65) and older.</td>
</tr>
<tr>
<td>✔</td>
<td>41</td>
<td></td>
<td>3. For LTCI beds, address the population-based bed need methodology of one-tenth (0.1) bed per one thousand (1,000) population.</td>
</tr>
<tr>
<td>✔</td>
<td>41</td>
<td></td>
<td>4. Document any alternate need methodology used to determine the need for additional beds such as Alzheimer's, mental health or other specialty beds.</td>
</tr>
<tr>
<td>✔</td>
<td>41</td>
<td></td>
<td>5. For any proposed facility which is designed and operated exclusively for persons with acquired human immunodeficiency syndrome (AIDS) provide information to justify the need for the type of beds being proposed.</td>
</tr>
<tr>
<td>✔</td>
<td>41</td>
<td></td>
<td>6. If the project is to add beds to an existing facility, has the facility received any patient care class I deficiencies within the last 18 months as a result of a survey, inspection or complaint investigation? If the answer is yes, explain.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Divider IV. Financial Feasibility Review Criteria and Standards:</strong></td>
</tr>
<tr>
<td>✔</td>
<td>47</td>
<td></td>
<td>1. Document that the proposed costs per square foot are reasonable when compared to the latest &quot;RS Means Construction Cost data&quot;.</td>
</tr>
<tr>
<td>✔</td>
<td>51</td>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>✔</td>
<td>47</td>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>✔</td>
<td>47</td>
<td></td>
<td>4. Document how patient charges are derived.</td>
</tr>
<tr>
<td>✔</td>
<td>47</td>
<td></td>
<td>5. Document responsiveness to the needs of the medically indigent.</td>
</tr>
<tr>
<td>✔</td>
<td>47</td>
<td></td>
<td>6. For a proposed new skilled nursing or intermediate care facility, what percentage of your admissions would be Medicaid eligible on the first day of admission or become Medicaid eligible within 90 days of admission?</td>
</tr>
<tr>
<td>✔</td>
<td>47</td>
<td></td>
<td>7. For an existing skilled nursing or intermediate care facility, what percentage of your admissions is Medicaid eligible on the first day of admission or becomes Medicaid eligible within 90 days of admission?</td>
</tr>
</tbody>
</table>

*Use for RCF/ALF, ICF/SNF and LTCI beds*
DIVIDER I: Application Summary

Application Summary shall include the completed forms in the following order:

1. Applicant Identification and Certification (Form MO 580-1861)
   
   (see Attachment 2, preceded by amended Letter of Intent, see Attachment 1)

2. Representative Registration (Form MO 580-1869)
   
   (see Attachments 3a - b)

3. Proposed Project Budget (Form MO 580-1863) and detail sheet
   
   (see Attachments 4a - b)
DIVIDER I: Attachments
**Certificate of Need Program**

**LETTER OF INTENT**

1. **Project Information** *(Attach additional pages as necessary to identify multiple project sites.)*
   - **Title of Proposed Project (Name of existing or proposed facility):** Country Bluff Executive Senior Living... establish 70-bed RCF
   - **County:** Taney
   - **Project Address (Street/City/State/Zip Code or Latitude and Longitude if no address):** 3855 Fall Creek Road Branson, Mo 65601

2. **Applicant Identification** *(Attach additional pages as necessary to list all owners and operators.)*
   - **List All Owner(s):** (List corporate entity.)
     - **Key Executive Living, LLC**
       - **Address (Street/City/State/Zip Code):** 150 Country Bluff Drive, Branson, MO 65601
       - **Telephone Number:** 573-247-7057
   - **List All Operator(s):** (List entity to be licensed or certified.)
     - **Country Bluff Executive Senior Living**
       - **Address (Street/City/State/Zip Code):** 150 Country Bluff Drive, Branson, MO 65601
       - **Telephone Number:** 573-247-7057

3. **Type of Review**
   - **Full Review:**
     - ☐ New Hospital
     - ☑ New/Add LTC Beds*
     - ☐ New/Add LTCH Beds/Eqpt.
     - ☐ New/☐ Additional Equipment
     - ☐ Replacement Equipment not previously approved
   - **Expedited Review:**
     - ☐ 6-mile RCF/ALF Replacement
     - ☐ 15-mile LTC Replacement
     - ☐ 30-mile LTC Replacement
     - ☐ LTC Bed Expansion
     - ☐ LTC Renov./Modernization
     - ☐ Equipment Replacement previously approved
   - **Non-Applicability Review:**
     - ☑ (Sec 7. Applicability next page)

4. **Project Description** *(Information should be brief but sufficient to understand scope of project.)*
   - This proposal is to establish a 70-bed residential care facility (RCF) in two phases starting with 44 beds in Phase One, followed by 26 beds in Phase Two, totaling approximately 28,000 square feet.

   According to the Certificate of Need methodology (see attached CON Need Analysis), there is a statistical need of 203 RCF/ALF beds in the 15-mile radius around this location.

5. **Estimated Project Cost:**
   - $6,000,000

6. **Authorized Contact Person Identification** *(List only one person, regardless of number of owners/operators.)*
   - **Name of Contact Person:** Thomas R. Piper
   - **Title:** CEO
   - **Contact Person Address (Company/Street/City/State/Zip Code):** MacQuest Consulting, 611 Hobbs Road, Jefferson City, MO 65109
   - **Telephone Number:** 573-230-5350
   - **Fax Number:** n/a
   - **E-mail Address:** macquest@mac.com
   - **Signature of Contact Person:**
   - **Date of Signature:** June 10, 2020
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:
Country Bluff Executive Senior Living . . . establish 70-bed RCF
Project Address (Street/City/State/Zip Code):
3855 Fall Creek Road, Branson, Mo 65601
Project Number:
5798 RS
County:
Taney

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

List All Owner(s):  (List corporate entity.)
Key Executive Living, LLC
Address (Street/City/State/Zip Code):
150 Country Bluff Drive, Branson, MO 65601
Telephone Number:
573-247-7057

List All Operator(s):  (List entity to be licensed or certified.)
Country Bluff Executive Senior Living
Address (Street/City/State/Zip Code):
150 Country Bluff Drive, Branson, MO 65601
Telephone Number:
573-247-7057

3. Ownership  (Check applicable category.)
☐ Nonprofit Corporation  ☐ Individual  ☐ City  ☐ District
☐ Partnership  ☐ Corporation  ☐ County  ☑ Other Corporation

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 Certification Form if different from the Letter of Intent.)

Name of Contact Person:
Thomas R. Piper
Title:
CEO, MacQuest Consulting, LLC
Telephone Number:
573-230-5350
Fax Number:
n/a
E-mail Address:
macquest@mac.com
Signature of Contact Person:
[Signature]
Date of Signature:
June 23, 2020
Certificate of Need Program

REPRESENTATIVE REGISTRATION

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

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Country Bluff Executive Senior Living... establish 70-bed RCF</td>
<td>5798 RS</td>
</tr>
</tbody>
</table>

(Please type or print legibly.)

<table>
<thead>
<tr>
<th>Name of Representative</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thomas R. Piper</td>
<td>CEO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other)</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>MacQuest Consulting, LLC</td>
<td>573-230-5350</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address (Street/City/State/Zip Code)</th>
</tr>
</thead>
<tbody>
<tr>
<td>611 Hobbs Road, Jefferson City, MO 65109</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name of Individual/Agency/Corporation/Organization being Represented</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Country Bluff Executive Senior Living</td>
<td>573-247-7057</td>
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</thead>
<tbody>
<tr>
<td>3855 Fall Creek Road, Branson, MO 65601</td>
</tr>
</tbody>
</table>

Check one. Do you:  
☐ Support  
☐ Oppose  
☐ Neutral

<table>
<thead>
<tr>
<th>Relationship to Project:</th>
</tr>
</thead>
</table>
| ☐ 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:  

[Signature]

Date:  

June 23, 2020
# Certificate of Need Program

## REPRESENTATIVE REGISTRATION

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

<table>
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(Please type or print legibly.)

<table>
<thead>
<tr>
<th>Name of Representative</th>
<th>Title</th>
<th>Contact</th>
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<tr>
<td>Richmond Key</td>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other)</th>
<th>Telephone Number</th>
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Who's interests are being represented?

(If more than one, submit a separate Representative Registration Form for each.)

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<td>573-247-7057</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address (Street/City/State/Zip Code)</th>
</tr>
</thead>
<tbody>
<tr>
<td>261 Country Bluff Drive, Branson, MO 65601</td>
</tr>
<tr>
<td>3855 Fall Creek Road, Branson, MO 65601</td>
</tr>
</tbody>
</table>

Check one. Do you:  

- [x] Support  
- [ ] Oppose  
- [ ] Neutral

Relationship to Project:

- [ ] None  
- [x] 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: [Signature]

Date: June 23, 2020
<table>
<thead>
<tr>
<th>Description</th>
<th>Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>COSTS:*</td>
<td></td>
</tr>
<tr>
<td>1. New Construction Costs ***</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>2. Renovation Costs ***</td>
<td>$0</td>
</tr>
<tr>
<td>3. Subtotal Construction Costs (#1 plus #2)</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>4. Architectural/Engineering Fees</td>
<td>$60,000</td>
</tr>
<tr>
<td>5. Other Equipment (not in construction contract)</td>
<td>$400,000</td>
</tr>
<tr>
<td>6. Major Medical Equipment</td>
<td>$0</td>
</tr>
<tr>
<td>7. Land Acquisition Costs ***</td>
<td>$210,000</td>
</tr>
<tr>
<td>8. Consultants’ Fees/Legal Fees ***</td>
<td>$40,000</td>
</tr>
<tr>
<td>9. Interest During Construction (net of interest earned) ***</td>
<td>$146,000</td>
</tr>
<tr>
<td>10. Other Costs ***</td>
<td>$144,000</td>
</tr>
<tr>
<td>11. Subtotal Non-Construction Costs (sum of #4 through #10)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>12. Total Project Development Costs (#3 plus #11)</td>
<td>$4,000,000*</td>
</tr>
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</table>

FINANCING:

<table>
<thead>
<tr>
<th>Description</th>
<th>Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>13. Unrestricted Funds</td>
<td>$250,000</td>
</tr>
<tr>
<td>14. Bonds</td>
<td>$0</td>
</tr>
<tr>
<td>15. Loans</td>
<td>$3,750,000</td>
</tr>
<tr>
<td>16. Other Methods (specify)</td>
<td>$0</td>
</tr>
</tbody>
</table>

17. Total Project Financing (sum of #13 through #16) | $4,000,000*  |

<table>
<thead>
<tr>
<th>Description</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>18. New Construction Total Square Footage</td>
<td>16,900</td>
</tr>
<tr>
<td>19. New Construction Costs Per Square Foot *****</td>
<td>$178</td>
</tr>
<tr>
<td>20. Renovated Space Total Square Footage</td>
<td>0</td>
</tr>
<tr>
<td>21. Renovated Space Costs Per Square Foot *****</td>
<td>$0</td>
</tr>
</tbody>
</table>

* 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.
Proposed Project Budget Detail Sheet

1. New Construction Costs

$3,000,000 represents the cost of new construction as estimated by PCH Management, LLC as the development consultant (see Attachment 4c).

2. Renovation Costs

(not applicable)

4. Architectural/Engineering Fees

$60,000 represents the estimated cost of architectural fees to develop finished drawings for construction (see Attachment 4c).

5. Other Equipment (not in construction contract)

$400,000 was allocated for furniture, laundry, dining and common areas.

6. Major Medical Equipment

(not applicable)

7. Land Acquisition Costs

$210,000 is the purchase price of the land as shown on the Option to Purchase form (see Attachment 7a)

8. Consultant’s Fees/Legal Fees

$40,000 for development and other fees.

9. Interest During Construction

$146,000 is estimated.

10. Other Costs

$144,000 has been estimated for surveys, permits, construction audit, loan commitment fee, title insurance, marketing, promotional material and advertising.
Re: Country Bluff Executive Senior Living Project  
Branson, Missouri  
Certificate Need Project 5798-RS

The above-named CON project has been estimated to construction cost to be approximately $3,000,000 and located in Branson, Missouri. To date engineering and architectural plans and documents are estimated to cost $60,000.

Submitted By:

[Signature]
Tom Hoeferlin  
Project Consultant
DIVIDER II: Proposal Description
DIVIDER II: Proposal Description

Proposal description shall include documents which:

1. Provide a complete detailed project description.

   The applicant wishes to establish a 70-bed residential care facility (RCF) by constructing in two phases starting with 44 beds in Phase One, followed by 26 beds in Phase Two, totaling approximately 16,900 square feet.

   The services to be provided in this facility are described in the detailed description (see Attachment 5a)

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

   (see Attachment 5b)

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

   (see Attachment 5c)

4. Provide site plan for the proposed project.

   (see Attachments 5d <site plan>)

5. Provide preliminary schematic drawings for the proposed project.

   (see Attachment 5e <facility schematic>)

6. Provide evidence that architectural plans have been submitted to the DHSS.

   (see Attachment 6)

7. Provide the proposed gross square footage.

   The proposed square footage of the new facility will be 16,900 square feet.
8. Document ownership of the project site, or provide an option to purchase.

Attached please find the Vacant Land Sale Contract form which documents intended acquisition of the real estate by Rick and Mary Key, who will assign it to Key Executive Living, LLC (see Attachments 7a - l).

9. Define the community to be served.

The community to be served is primarily defined as the people aged 65 and over who reside within the 15-mile radius (see Attachment 5a) from this location who are in need of residential care services.

10. Provide 2025 population projections for the 15-mile radius service area.

The applicant has adjusted the population data based on the applicable Rules process using the 2025 projections acquired from the Department of Health and Senior Services. The following tables and maps illustrate this information (see Attachments 8a <DHSS 15-mile zip code and cities maps>, 8b <DHSS 15-mile zip code populations>, and 8c - 8d <2020 Population Projections & Bed Need>.

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

When the community need methodology of 25 beds per one thousand population 65+ is applied to the 21,877 population of 65+ in the 15-mile radius, it results in a total RCF/ALF need of 546 beds. There are 238 licensed and 105 approved RCF/ALF beds in the same radius according to the CON published inventory. Thus, there is a need for 203 more RCF/ALF beds in this area.

12. Provide utilization projections through the first three years of operation of the new LTC beds.

Since this is a new ALF, this is the projected utilization for the first three years:

<table>
<thead>
<tr>
<th>Year</th>
<th>Patient Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>5,227</td>
</tr>
<tr>
<td>2023</td>
<td>12,268</td>
</tr>
<tr>
<td>2024</td>
<td>19,611</td>
</tr>
</tbody>
</table>
13. Provide the methods and assumptions used to project utilization.

Utilization projections are based on extensive experience of the Applicant’s consultant in existing assisted living facilities in operation in the state.

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

The Applicant met with numerous residents and officials in the Branson area in order to determine their perceptions of long-term care needs in this area. All were very supportive and encouraging.

Consumer needs in the community will be met by this 70-bed residential care facility because the care model will focus on the intermediate care needs of the residents. These services are currently needed to filled the extensive need in this area.

Interested persons were also notified of this application via newspaper Public Notice in the June 30, 2020, edition of the Branson Tri-Lakes News (see Attachment 11d).

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

The following letters of support (see Attachment 9a):

(to be submitted later)
DIVIDER II: Attachments
Country Bluff Executive Senior Living

State Certified Staff / 24 hours a day - 365 days a year
Three (3) Home style cooked meals / snacks and beverages
Dining Room Table Service / Linen Tablecloths and Napkins
All Meals are Served Restaurant Style and Presented at Your Table
Impeccable Weekly Housekeeping and Personal Laundry Services
All Staff are Certified to Administer Medications and Re-Order for You
Scheduled Transportation to Physician Appointments, Shopping Trips, Etc.
Activity Program Designed to Provide Entertainment and Stimulation
Religious Groups are Scheduled Throughout the Month

ALL ROOMS ARE EQUIPPED WITH THE FOLLOWING:

ALL Rooms are equipped with their own heating and air conditioning
A 5 x 5 Foot Carpeted Closet for Extra Storage
An Under the Counter Refrigerator for Your Cold Snacks and Beverages
Plenty of Cabinets and Storage
Emergency Call System in Bathroom and Bedroom
State of the Art Fire Suppression System, Smoke Alarms, Sprinkler System
Each Room is Pre-Wired for Cable and Telephone
Home Health Services Available, If Ordered by Your Physician
Pharmacy Delivers Directly to Our Front Door
Country Bluffs Executive Senior Living
Project # 5798 RS
Branson, Missouri

CON DECISION.............................................SEPTEMBER 14, 2020

CONSTRUCTION BIDS ACCEPTED ..............SEPTEMBER 21, 2020

GROUND BREAKING .....................................SEPTEMBER 28, 2020

BEGIN CONSTRUCTION ...............................OCTOBER 5, 2020

COMPLETE CONSTRUCTION ............................APRIL 15, 2021

LICENSED ..................................................JUNE 12, 2021

SUBMITTED:
Tom Hoeferlin
Consultant
Phase 1: 40 beds
Phase 2: 30 beds
From: Tom Piper <macquest@mac.com>
Subject: Country Bluff Executive Senior Living RCF CON proposal
Date: June 30, 2020 at 12:00:04 PM CDT
To: David East <david.east@dhss.mo.gov>
Cc: Rich Key <richmondkey1@aol.com>

David:

Please find attached a site plan and schematic drawing to introduce the proposed establishment of a new 70-bed residential care facility in Branson.

More detailed drawings and specifications will follow this as we navigate through the Certificate of Need process, and work toward construction drawings, contingent on CON approval.

Thank you for your consideration.

Tom

_____________________________
Thomas R. Piper, CEO
MacQuest Consulting, LLC
611 Hobbs Road
Jefferson City, MO 65109
ph: 573-230-5350
Vacant Land Sale Contract

This Contract has legal consequences. If you do not understand it, consult your attorney.

1. PROPERTY.
   Seller agrees to sell and Buyer agrees to buy the real estate located in the municipality of (if incorporated) ____________
   (if left blank, deemed unincorporated and outside of municipal boundaries) and commonly known as:
   3855 Fall Creek Road  
   Branson  
   MO 65616  
   Taney

   Street Address  
   City  
   Zip Code  
   County

   [Check box if legal description attached]

   If no legal description is attached, then legal description on Seller's vesting deed(s) to govern.

   Such real estate, together with all attached improvements and fixtures thereon (unless specifically excluded below), all rights, privileges and easements appurtenant thereto, and any item of personal property specifically included below, are collectively the "Property".

2. INCLUSIONS AND EXCLUSIONS.
   The Purchase Price and the Property includes (but is not limited to) all permanently attached equipment and fixtures not specifically
   excluded below which now exist and are located on the real estate, all of which Seller warrants to convey free and clear. Note: This
   Contract, and not the Seller's Disclosure Statement, multiple listing or other promotional material provides for what is included in this
   sale. To avoid misunderstanding, list below, as "included" or "excluded", any items which may be subject to question.

   The following items are also included in the sale (e.g. list any non-affixed equipment, machinery or other personal property to be
   included):

   3 acres, as shown on attachment "County Map"; final dimensions may change as site plan is finalized

   The following items are excluded from the sale (e.g., list any items reserved, leased or otherwise not owned by Seller such as
   satellite dish equipment).

3. PURCHASE PRICE/EARNEST MONEY.
   The "Purchase Price" for the Property to be paid by Buyer (subject to adjustments as provided herein) is: $210,000
   The "Seller Concessions" (if any) to be credited by Seller at Closing (see §10) are ($0 if none stated): $0
   The "Earnest Money" to be applied to Purchase Price at Closing is (if applicable, check one below) $1000
   [ ] has been provided (recipient to complete "Receipt & Acknowledgement" following this Contract)
   [ ] shall be delivered by Buyer to the Escrow Agent no later than ten (10) days after the Effective Date (unless otherwise specified).

   All Earnest Money shall be delivered to: (Escrow Agent) ____________________________

   Note: If additional Earnest Money is to be supplied at any time prior to Closing, or if any Earnest Money is to be treated as non-refundable,
   attach an appropriate rider, such as MSC-2061R (Earnest Money Rider). See also §8 below.

   Escrow Agent shall confirm its deposit of any Earnest Money upon request by any party, and may retain any interest earned thereon.
   Buyer shall pay the balance of the Purchase Price, by any form of funds acceptable to Closing Agent ("Funds"), at Closing.

4. CLOSING.
   Subject to the terms of this Contract, this sale will be closed (meaning the unconditional release and exchange of the Deed for the
   Purchase Price, together with all other documents and Funds required by this Contract, the "Closing") at the office of (the Title Company
   identified at §6 unless otherwise specified) ____________________________ on (the "Closing Date") ____________________________

   Specified Location  
   Month  
   Day

   Possession and all keys will be delivered to Buyer at Closing. Note: Attach a rider if possession is to be transferred other than as
   of Closing; See e.g., RES-3010 (Residential Lease); MSC-2060R (Possession by Buyer Prior to Closing); MSC-2096R (Possession by
   Seller After Closing); MSC-2085R (Limited Purpose Entry by Buyer Prior to Closing).

   Escrow Agent is not responsible for delivery of keys. Buyer should change locks following possession.

   Unless specified otherwise, Seller warrants that the Property will be vacant as of the time of Closing (e.g., except for tenant(s) in
   possession pursuant to a lease approved pursuant to this Contract), and in its present condition (together with any improvements or
   repairs required by this Contract), ordinary wear and tear excepted, and free of any debts or personal property not included above.
   Note: If the Property is to remain tenant occupied, please complete and attach Rental Property Rider MSC-2038R.

5. APPRAISAL/FINANCING. (Check all applicable boxes)

   Note: Lender's loan approval process does not always include a traditional appraisal. Different types of "appraisals" are available and
   underwriting requirements vary. If Buyer's performance under this Contract is to be independently conditioned upon the Property
   appraising at the Purchase Price, Buyer should check box A and complete the following.

   [ ] A. Appraiser. Buyer's performance under this Contract is contingent upon the Property appraising at not less than the Purchase
   Price, by an appraiser selected by Buyer and licensed by the State of Missouri (or selected by Buyer's lender if this Contract is also
   contingent on financing). If the appraised value is less than the Purchase Price, Buyer may request a reduction in the Purchase Price
   (but not less than the appraised value). If Buyer desires to act on this contingency, Buyer must deliver a written request (and a copy
   of the appraisal) to Seller no later than 45 days after the Effective Date. Note: MSC-2020N Appraisal Notice (Part A) may be used for
   this purpose. If Buyer does not timely deliver the Appraisal Notice to Seller, this contingency shall be deemed
   waived. If the parties do not reach an agreement to reduce the purchase price as requested within 45 days (or more herein)
   after delivery of the Appraisal Notice to Seller (the "Appraisal Resolution Deadline"), then this Contract shall automatically

LND-2000  
Page 1 of 8
(with Earnest Money returned to Buyer, subject to $6) unless Buyer waives this contingency by delivering Notice thereof to Seller on or before the Appraisal Resolution Deadline. **Note:** MSC-2020N (Part C) may be used for this purpose. If the Purchase Price is reduced, the loan amount in Buyer's financing contingency (if any) shall be proportionately reduced.

☐ B. Not Contingent Upon Financing. Although not a condition to performance, Buyer may finance any portion of Purchase Price.


☐ D. Conventional. Buyer agrees to do all things reasonably necessary, including but not limited to completing a loan application, paying for a credit report, appraisal and any other required fees, providing all information required by lender and otherwise cooperating fully to make a good faith effort to obtain the financing described below. If Buyer does not deliver Notice, provided by Buyer's lender, to Seller of Buyer's inability to obtain a loan on the terms described below, by 5:00 p.m. on the date (the "Loan Contingency Deadline") which is ________________ days (25 if not stated) after the Effective Date, then this contingency shall be deemed waived and Buyer's performance under this Contract shall no longer be conditioned upon Buyer obtaining financing; provided however, if such lender will not give Buyer such Notice, then Buyer may directly notify Seller (or before the Loan Contingency Deadline) by providing a notarized affidavit that Buyer has timely complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such Notice from lender (e.g., see MSC-2010A "Buyer's Financing Contingency Affidavit" or MSC-2010A "Non-Individual Buyer's Financing Contingency Affidavit"). If Buyer has complied with the terms of this paragraph and has timely provided Notice to Seller of Buyer's inability to obtain a loan on the terms described below, then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to §6).

(Check one or both) Loan amount: ________________% of the Purchase Price, or $______________

Initial interest rate not to exceed: ________________% Amortization term ________________ years.

Rate Type (check one). ☐ Fixed ☐ Adjustable ☐ Other: ________________

Other terms (N/A if blank)

**Note:** If the Loan Contingency Deadline passes without a termination, Buyer remains obligated under this Contract and must have available funds required to close. A "loan commitment" or "preapproval" does NOT guarantee that Buyer's loan will actually fund.

6. TITLE/SURVEY. **Note:** Any Seller paid Title Fees set forth below are in addition to any "Seller Concessions" (see §10).

Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as directed by Buyer, by (unless otherwise specifically agreed) general warranty deed (the "Deed"), properly executed and in recordable form.

Within 60 days (10 if not stated) after the Effective Date (check applicable box below):

☐ A. Seller shall deliver to Buyer a commitment (the "Title Commitment") to issue a current ALTA owner's policy of title insurance in the amount of the Purchase Price (the "Owner's Policy"), both at Seller's cost.

☐ B. Seller shall deliver to Buyer a Title Commitment to issue an Owner's Policy (cost of both to be split 50/50 between parties).

☐ C. Seller shall deliver to Buyer a Title Commitment, at Buyer's cost, to issue an Owner's Policy at Buyer's cost.

☐ D. Buyer may order a Title Commitment to issue an Owner's Policy (both at Buyer's cost).

The Title Commitment and Owner's Policy shall be issued by (the "Title Company"). Buyer, at its sole option, expense and liability, may also obtain a survey of the Property ("Survey") to confirm its legal description and determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other adverse matters that may be disclosed. **Note:** All surveys are not alike. Buyer should consult with its lender and Title Company as to their survey requirements and ability to provide full survey coverage. MSC-2560 (Survey/Elevation Certificate Order Form) may be used to indicate the type of survey or service Buyer selects and the company to perform the same.

Buyer has ________ days (20 if not stated) to review the Title Commitment after its receipt, including (except as set forth in §7B with respect to subdivision matters) all use and other restrictions, rights of way and easements, and all other record documents which Buyer may desire to obtain the "Review Period"); and to deliver Notice to Seller of any objections which Buyer has to any matters shown or referred to therein and/or the Survey ("Objections"); provided, however, that if Box B is checked, then Buyer has ________ days (20 if not stated) after the Effective Date (which shall be deemed to be the "Review Period") to review all such matters and deliver Notice of any Objections to Seller. **Note:** MSC-2055N (Title & Survey Notice) may be used to facilitate the delivery of any Objections.

If Buyer timely objects, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such Objections. Seller has ________ days (7 if not stated) after receipt of Buyer's Objections to agree in writing to correct the same, prior to Closing, at Seller's expense. If Seller does not agree, then this Contract shall be terminated by Buyer, within ________ additional days (3 if not stated) after Buyer's receipt of Seller's response to Buyer's Objections, in writing to accept title without correction of such Objections. **Note:** If Seller fails to timely respond to Buyer's Objections, then Seller shall be deemed to have refused to agree to correct any of them. If the Contract is terminated under this Section, then the Earnest Money is to be refunded to Buyer (subject to §8). If any defect objected to causes a failure of marketable title, then Seller shall be liable for any survey and title charges. Seller is solely responsible and liable for clearing any title objection that arises between the Effective Date and Closing. Any existing monetary lien (other than a lien created as a result of Buyer's actions, and any taxes or assessments to be prorated at Closing) may be paid out of the Purchase Price proceeds. Subject thereto, any item shown (or which could have been shown) on the Survey or Title Commitment for which Buyer does not timely deliver a Notice of Objection shall be deemed waived; and together with all liens and zoning ordinances, are collectively referred to hereina as the "Permitted Exceptions". The Owner's Policy must include mechanic's lien coverage. Subject to any Seller Concessions (see §10). Buyer is solely responsible for the cost of any lender title insurance policy.

7. INSPECTIONS.

A. General. The Property is being sold in its present condition, with no warranties, expressed or implied (except as may be given to Buyer in writing). Conditions of the Property that are disclosed or clearly visible should be considered by Buyer in setting the Purchase Price, or by making correction of such conditions by Seller a requirement of this Contract. Notwithstanding anything herein to the contrary, Buyer may inspect (or appraise) the Property or have it inspected (or appraised) by others on Buyer's behalf. Buyer agrees to immediately repair any damage to the Property, and to indemnify and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation reasonable attorney fees and court costs, resulting from any inspection of the Property, which obligations shall survive termination of this Contract. Waiver of any inspection rights under this §7 shall not waive any other rights of Buyer herein. Seller agrees to permit inspections of the Property by any qualified inspector or appraiser selected by Buyer and/or required by Buyer's lender, upon reasonable advance Notice to Seller.
B. Property Data. Within ___ days (5 if none stated) after the Effective Date (the “Property Data Review Period”), Buyer may review additional data regarding the Property, including but not limited to: zoning regulations; subdivision indentures, covenants, declarations and restrictions, association bylaws, rules and regulations, and financial information for the subdivision of which the Property is a part; tax; school district; square footage of improvements; and the presence of registered sex offenders or other convicted criminals in the area ("Property Data"). If unsatisfied with any Property Data, Buyer may terminate this Contract (with Earnest Money returned, subject to §8) by delivering Notice thereof to Seller prior to expiration of the Property Data Review Period.

Note: MSC-2049N (Property Data Review Termination Notice) may be used for this purpose. Failure to timely provide such Notice constitutes a waiver of such termination right and Buyer’s acceptance of all Property Data.

C. Inspection Reports. Buyer may, at Buyer’s option and expense, obtain written inspection reports of the condition of the Property reasonably deemed necessary by Buyer or its lender, including but not limited to the condition or presence of any of: flood plain status; environmental hazards; plumbing, including water well and irrigation, sewer, septic and waste water treatment systems; electrical systems and equipment; gas lines; soils and drainage; 

Note: The availability of insurance must also be ascertained during the Inspection Period, including but not limited to homeowner’s and flood insurance, and the possibility that premiums may increase over the amount previously charged for insurance coverage.

D. Inspection Notice. Buyer must furnish a complete copy of the relevant written inspection report(s) to Seller, along with a written list of any unacceptable condition(s) noted therein (the "Inspection Notice"). See MSC-2050N, within ___ days (10 if none stated) after the Effective Date (the "Inspection Period"); but if an inspection report indicates a specialist is required for further inspection on a particular area(s) of the Property (a "Specialist Report"); Buyer may give Notice of same to Seller (prior to expiration of the Inspection Period) and receive an additional ____ days (5 if none stated) to provide the Inspection Notice. [Note: MSC-2047N (Notice of Additional Time for Specialist Report) may be used for this purpose. All inspection reports, including further specialist evaluations, are the sole responsibility of Buyer, and not Seller. Note: Buyer may submit only 1 Inspection Notice. It must include all matters unacceptable to Buyer and a copy of all relevant inspection report(s)/Specialist Report(s). Buyer may not object to anything that is not in an inspection report or Specialist Report. Failure to perform any inspection or to timely deliver an Inspection Notice constitutes a waiver and acceptance by Buyer of all conditions.

If an Inspection Notice is timely given, it shall state if:
1) Buyer is satisfied with all inspections;
2) There are unacceptable conditions to be satisfied by Seller (prior to scheduled Closing Date, unless otherwise specified); or
3) Buyer elects to terminate the Contract, with Earnest Money returned to Buyer (subject to §8), excepting only as follows:

LIMITATION of inspection rights (only applies if the following box is checked):
☐ (Check Box only if applicable) Buyer waives its right to unilaterally terminate the Contract (i.e., Buyer waives option (3) above).
Buyer must give Seller an opportunity to correct, prior to the scheduled Closing Date, unacceptable conditions noted (i.e., Buyer’s Inspection Notice must select from only option (1) or (2) above).

WAIVER of inspection rights (only applies if the following box is checked):
☐ (Check Box only if applicable) Buyer waives its right to object to any Property Data or to submit an Inspection Notice with respect to any matter described in this §.

E. Resolution Period. If this Contract is not terminated as provided above, the parties shall have ___ days (10 if none stated) after Seller’s receipt of the Inspection Notice (the “Resolution Period”) to reach a written agreement as to (a) who will complete and pay for the correction of any unacceptable conditions; or (b) a monetary adjustment at Closing in lieu thereof; or this Contract will automatically terminate with Earnest Money to be returned to Buyer (subject to §8). Either a written commitment by (a) Seller to meet all requirements originally submitted by Buyer in the Inspection Notice (at Seller’s expense prior to the scheduled Closing Date); or (b) Buyer to accept the Property without satisfaction of any such requirement; shall constitute an “agreement” for purposes of this paragraph, even if earlier negotiations failed. 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 any required occupancy permit.

F. Municipal/Governmental Inspections. Seller agrees to apply for any required occupancy compliance inspection, including those of any municipal, conservation, fire district or other governmental authority (e.g., back flow certification) at Seller’s expense. If the Property does not pass all such inspections, Seller must provide Notice to Buyer within ___ days (15 if none stated) after the Effective Date of any violation or requirement that Seller will not correct or satisfy; Failure to provide timely Notice eliminates Seller’s ability to negotiate any noted inspection violation or requirement, and Seller must correct and satisfy all such matters prior to the scheduled Closing Date. If Seller timely notifies Buyer of Seller’s refusal to correct or satisfy all such matters, Buyer and Seller have ___ days (10 if none stated) after Buyer’s receipt of Seller’s Notice in which to reach a written agreement as to (a) who will complete and pay to correct and satisfy all such matters; or (b) to a monetary adjustment at Closing in lieu thereof; or this Contract will automatically terminate with Earnest Money to be returned to Buyer (subject to §8). Either a written commitment by (a) Seller to correct and satisfy all such matters, at Seller’s expense prior to the scheduled Closing Date; or (b) Buyer to accept the Property without correction or satisfaction of any matter contained in the original report provided, shall constitute an “agreement” for the purposes of this paragraph, even if earlier negotiations failed. Note: A monetary adjustment may affect the terms of Buyer’s loan (e.g., down payment, interest rate and private mortgage insurance), and also Buyer’s ability to obtain any required occupancy permit. Buyer is cautioned not to rely on governmental inspections, and to become independently satisfied with the condition of the Property.

G. Broker Role. Buyer (and all involved real estate licensees, including the broker(s) assisting Buyer and/or Seller and their respective licensees identified in §25 below, collectively, the “Brokers”) may be present during any inspection of the Property and “walk-through.” Such presence shall only serve to assist in the coordination of and compliance with the terms of this Contract, and not in any way be interpreted as providing Brokers with special knowledge or understanding of any inspection results. The parties will rely only upon inspection results provided by the appropriate expert(s), and acknowledge that Brokers have no expertise or responsibility in determining any defects. The parties will also not rely upon Brokers in any way as to the selection or engagement of a particular company for any inspection, warranty or service. Inspections, warranties and services may be offered by more than one company, and the determination to select and engage a particular company, and the completeness and satisfaction of any such inspection, warranty or service, is the sole responsibility of Buyer. When choosing to engage a lender, inspector, warranty, service,
title or 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. Note: Buyer may use form MSC-2045 (Buyer's Inspection Authorization) to coordinate this process.

Note: Under Missouri law, Brokers are immune from liability for statements made by engineers, land surveyors, geologists,
environmental hazard experts, wood destroying inspection and control experts, termite inspectors, mortgage brokers, home
inspectors, or other home inspection experts unless: (1) the statement was made by a person employed by a Broker, (2) the person
making the statement was selected and engaged by the Broker, or (3) the Broker knew prior to Closing that the statement was false
(or acted in reckless disregard as to whether the statement was true or false). A Broker shall not be the subject of any action and no
action shall be instituted against a Broker for any information contained in any Seller disclosure furnished to Buyer; unless the Broker
is a signatory to such, knew prior to Closing that the statement was false, or acted in reckless disregard as to whether it was true or
false. Acting as a courier of any statement shall not be considered to be making any statement contained in such documents.

8. DISPOSITION OF EARNEST MONEY AND ESCROW ITEMS.

Notwithstanding anything herein to the contrary, Escrow Agent and/or Closing Agent (as the case may be, "Escrow Holder") shall not
distribute the Earnest Money or any other escrowed funds, personal property, or documents ("ESCROW ITEMS") held by it ("ESCROW Funds")
without the written consent of all parties to this Contract (signatures on the Closing Statement may constitute such consent). Otherwise,
Escrow Holder shall continue to hold said Escrow Funds in escrow until: (1) Escrow Holder has a written agreement signed by all parties
consenting to its disposition; (2) a civil action is filed to determine its disposition (including an interpleader filed by Escrow Holder), at
which time the Escrow Funds and ESCROW ITEMS may be paid into court, less any attorney fees, court costs and other legal expenses
incurred by Escrow Holder in connection therewith; (3) a court order or final judgment mandates its disposition; or (4) as may be required
by applicable law. A Broker who is holding any Escrowed Funds in dispute between the parties is required by §339.105.4 RSMo to report
and deliver the moneys to the State Treasurer within 90 days of the initial projected Closing Date. Escrow Holder is hereby authorized
to report and deliver any such moneys to the State Treasurer at any time following sixty (60) days after the initial projected Closing Date
(a) receipt of written consent of all parties as set forth above. Note: If an Escrow Holder who is not a licensed real estate broker
requires that a separate escrow agreement be executed by the parties, then those separate terms may supersede the terms of this
Contract. Whenever this Contract provides for the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred by
or on behalf of Buyer may be withheld by Escrow Holder and paid to the applicable service provider(s).

9. LOSS; CONDEMNATION.

Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to maintain Seller's current fire and
extended coverage insurance (if any) on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and
repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a
condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property
is destroyed or materially damaged, then Seller shall promptly provide Notice to Buyer of any such event, together with copies of any
written communications to and from the condemning authority and/or insurer (as the case may be), the policy limits and (if known)
the amount of proceeds payable on account of any physical damage to the Property, and whether Seller intends to restore, prior to the
scheduled Closing Date, the Property to its condition as of the Effective Date. If Seller restores the Property to its prior condition
before the scheduled Closing Date, then Buyer and Seller shall proceed with the Closing. Note: MSC-2510N (Property Damage
Notice) and MSC-2520N (Taking Notice) may be used to deliver Notice of any Property damage (or Taking) and any election made in
connection therewith.

If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall promptly provide
Buyer with a copy of any policy(ies) of insurance (or authorize that it be made available), the name and number of the agent for each
policy and written authorization (if needed) for Buyer to communicate with the insurer. Buyer may then either: (1) proceed with the
transaction and be entitled to all insurance proceeds (and/or condemnation payments and awards), if any, payable to Seller relating
to any physical damage caused to the Property, in which case the amount of any such payments therefore made to Seller (plus the
amount equal to any deductible not covered by insurance) shall be a credit against the Purchase Price otherwise payable by Buyer
at Closing, and Seller shall assign to Buyer all such remaining claims and rights to or arising out of any such casualty or taking,
including the right to conduct any litigation with respect thereto; or (2) rescind the Contract, and thereby release all parties from further
liability hereunder, in which case the Earnest Money shall be returned to Buyer (subject to Section 8). Buyer shall give Notice of
Buyer's election to Seller within 10 days after Buyer has received Notice of such damage or destruction and the aforesaid insurance
information, and Closing will be extended accordingly, if required (i.e., if such information is not received by Buyer more than 10 days
prior to the date scheduled for Closing). Seller shall not settle any claim regarding a taking of any part of the Property by eminent
domain or condemnation prior to the Closing (or earlier termination of this Contract) without the prior written approval of Buyer, which
approval shall not be unreasonably withheld, conditioned or delayed. Failure by Buyer to so notify Seller shall constitute an election
to rescind this Contract. A rescission hereunder does not constitute a default by Seller. If Buyer elects to proceed to Closing and
Seller has agreed to finance a part of the Purchase Price, then Buyer must use any insurance proceeds to restore the improvements.

The provisions of this Section shall survive Closing.

10. ADJUSTMENTS AND CLOSING COSTS.

Adjustments, charges and Closing costs are agreed to be paid by the parties with sufficient Funds to satisfy their respective obligations
hereunder, as of the date of Closing. Such matters and the following prorations shall be itemized on a closing statement prepared by
Closing Agent and executed by Buyer and Seller at or prior to Closing (the "Closing Statement"), together with all other documents
required of them pursuant to this Contract and/or customarily required by Closing Agent to complete the Closing. The parties hereby
specifically consent to the involvement of Buyer(s) to obtain and retain copies of both Buyer's and Seller's Closing Statements as required by 20
CSR 2250-6.150. Notice: Buyer is cautioned to always call to confirm instructions before sending any Funds via wire transfer.

Buyer shall pay for (where applicable):
(a) hazard insurance premium(s) from and after Closing;
(b) flood insurance premium if required by lender;
(c) fees for any Survey or appraisal ordered by or for Buyer;
Title Company charges (e.g., Closing, recording, escrow, wire and closing protection letter fees) customarily paid by a buyer in the County where the Property is located.

(e) any lender charges (e.g., appraisal/credit report fees, loan discount "points", loan origination/ funding fees and other loan expenses);

(f) any inspections ordered by or for Buyer;

g) special taxes, subdivision and any other owner association assessments (Special Assessments) levied after Closing;

(h) the value of any heating oil or propane gas left in any tank at the Property (based on supplier current charges);

(i) agreed upon repairs;

(j) any applicable municipal, conservation, fire district or other governmental authority occupancy compliance permit fees, and

(k) any commission or other compensation due from Buyer to the Broker(s).

Seller shall pay for (where applicable):

(a) existing liens (recorded and unrecorded) and existing loans on the Property if not assumed by Buyer;

(b) any Seller Concessions;

c) Title Company charges (e.g., Closing, release, escrow, wire and closing protection letter fees) customarily paid by a seller in the County where the Property is located.

d) any required municipal, conservation, fire district or other governmental authority occupancy compliance inspection fees;

e) so-called "one-time" Special Assessments levied before Closing;

(f) agreed upon repairs, and

g) any commission or other compensation due from Seller to the Broker(s).

The parties shall prorate and adjust between them at Closing (based on a 30 day month), with Seller to pay for of Closing:

(a) current rents collected by or on behalf of Seller (Seller to receive rent for day of Closing), with rents delinquent over 30 days to be collected by Seller and not adjusted;

(b) general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);

c) all other profits, royalties, tolls or earnings arising out of or in connection with the Property ("Income") provided that no proration shall be made to any Income of which any portion is more than thirty (30) calendar days past due, which delinquent Income may be collected by Seller. Buyer shall, upon receipt, turn over to Seller any Income received by Buyer after Closing pertaining to any time period prior to Closing and for which no adjustment has been made, after deducting and crediting any amounts due to Buyer any time period after Closing;

(d) any installments of Special Assessments becoming due and payable during the calendar year of Closing;

e) subdivision upkeep assessments and monthly association fee;

(f) flat rate utility charges (including water, sewer and trash); and

g) boat dock fees.

Seller Concessions: Notwithstanding the foregoing, at (and only upon) Closing, Seller shall pay ("Seller Concessions") up to, but not to exceed the amount set forth at §3 towards Buyer's Closing costs, prepaids, inspections, lender fees, charges and expenses, Title Commitment, Owner's Policy or lender title insurance policy costs and fees ("Title Fees") paid by Buyer, or any other expenses/fees associated with the Closing, all as approved by Buyer's lender (but not to include the cost of any home warranty, Title Fees paid by Seller or any brokerage or transaction fees charged by Buyer's Broker).

11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.

This Contract is binding on and shall inure to the benefit of the parties and their respective heirs, successors and permitted assigns. Buyer may not assign this Contract 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 this Contract. The parties acknowledge that Buyer may desire to acquire, and/or Seller may desire to sell, the Property as part of a like-kind exchange ("Exchange") pursuant to §1031 of the Internal Revenue Code (the "Code"). Each party agrees to cooperate with the other and its qualified intermediary third-party facilitator in connection with any such Exchange, provided however, in no event shall Closing hereunder be delayed or affected by reason of an Exchange, nor shall consummation of an Exchange be a condition precedent or subsequent to any obligations of the parties under this Contract. No party shall be required to incur any cost or expense, or to acquire or hold title to any real property, for purposes of consummating an Exchange at the request of another party (the "Requesting Party"). In addition, no party shall, by this Contract or acquiescence to an Exchange by a Requesting Party, have its rights or obligations hereunder affected in any manner, or be deemed to have warranted to a Requesting Party that such Exchange in fact complies with the Code. A Requesting Party shall reimburse each other party for any cost or expense incurred by such non-requesting party with respect to an Exchange.

12. ENTIRE AGREEMENT/MODIFICATION.

This Contract and any rider or attachment hereto (if any) constitute the entire agreement between the parties hereto concerning the Property. There are no other understandings, written or oral, relating to the subject matter hereof. This Contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

13. DEFAULT/REMEDIES.

If any party defaults in the performance of any obligation under this Contract, the party claiming a default shall notify the other party in writing of the nature of the default and the party's election of remedy. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller or Buyer, the other party shall have the following remedies:

A. Seller Defaults. If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; (2) terminate this Contract by Notice to Seller, and agree to release Seller from liability upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses incurred by Buyer (and which are to be specified in Buyer's Notice of default) as liquidated damages and as Buyer's sole remedy (the parties recognizing that it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Seller's breach, and that return of the Earnest Money plus all actual costs and expenses incurred by Buyer represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money, less any expenses incurred by or on behalf of Buyer, shall be returned to Buyer (subject to §8). Buyer's
release of Seller shall not relieve Seller's liability (if any) to the Broker assisting Seller pursuant to any listing or other brokerage service agreement between them.

B. Buyer Defaults. If Buyer defaults, Seller may: (1) specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Property, (2) terminate this Contract by Notice to Buyer, and (3) retain the Earnest Money as liquidated damages and as Seller's sole remedy (parties recognizing it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Earnest Money is retained by Seller as liquidated damages, any right or interest of the Broker assisting Seller with respect thereto shall be as set forth in the listing or other brokerage service agreement entered into between them.

14. PREVAILING PARTY.
In the event of any litigation between the parties pertaining to this Contract, the prevailing party shall be entitled to recover, in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs and reasonable attorney fees. The provisions of this Section shall survive Closing or any termination of this Contract.

15. SELLER'S DISCLOSURE STATEMENT. (check one)

☐ A. Buyer confirms that before signing this offer to purchase, Buyer has received a completed 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 Seller's Disclosure Statement by use of conditions to performance under this Contract.

☐ B. Seller agrees to provide Buyer with a Seller's Disclosure Statement within ____ days (1 if none stated) after the Effective Date. Buyer has ____ days (3 if left blank) after delivery of the Disclosure Statement to review it and deliver Notice to Seller if this Contract is to be terminated (with Earnest Money to be returned to Buyer subject to §6). If Buyer does not timely deliver Notice of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

☐ C. No Seller's Disclosure Statement will be provided by Seller.

Seller confirms that the information in the Seller's Disclosure Statement (if any) is or when delivered will be, accurate, to the best of Seller's knowledge. Seller will fully and promptly disclose in writing to Buyer any information pertaining to the Property that is discovered by or made known to Seller at any time prior to Closing and constitutes an adverse material fact or would make any existing information set forth in the Seller's Disclosure Statement false or materially misleading.

16. WALK-THROUGH/VERIFICATION OF CONDITION.
Buyer, its representatives and any inspector whose report prompted a request for repairs, shall have the right to enter and "walk-through" and verify the condition of the Property. A "walk-through" is not for the purpose of conducting any new inspection, but only for Buyer to confirm that (1) the Property is in the same general condition as it was on the Effective Date; and (2) any repairs which are required or agreed upon (if any) are completed in a workmanlike manner. Waiver of any inspection does not waive the right to a "walk-through". Closing does not relieve Buyer of any obligation to complete any repairs agreed upon or required by this Contract. Seller will arrange, at Buyer's expense, to have all utilities turned on during the Inspection Period and during a "walk-through" (unless utilities have been transferred to Buyer). If the Property is then vacant, Buyer shall have the right to have the utilities transferred to Buyer within ____ days (4 if none stated) prior to Closing.

17. SIGNATURES.
This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing or amending this Contract, or delivering a Notice pursuant hereto, an approved standard form or other written document which is signed and transmitted by any electronic method deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document.

18. GOVERNING LAW/CONSTRUCTION.
This Contract shall be construed in accordance with the laws of the State of Missouri, including the requirement to act in good faith. The terms "Seller" and "Buyer" may be either singular or plural masculine, feminine or neuter gender, according to whichever is evidenced by the signatures below. Section captions in this Contract are intended solely for convenience of reference and will not be deemed to modify, restrict or explain any provision of this Contract. If any provision herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not be deemed to terminate this Contract or to affect any other provision hereof, but rather this Contract shall, to the fullest extent permitted by law, remain in full force and effect and be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein; provided, however, that such provision(s) may be referred to in order to determine the intent of the parties.

19. NOTICES.
Any notice, consent, approval, request, waiver, objection or other communication (collectively, "Notice") required under this Contract (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed delivered to Seller upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent, designated agent, principal agent or transaction broker. Likewise, any Notice to be delivered to Buyer shall be in writing and shall be deemed delivered to Buyer upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Buyer, whether as a limited agent, designated agent, principal agent, transaction broker or Seller's subagent. Refusal to accept service of a Notice shall constitute delivery of the Notice.

20. RIDERS. The following are attached and incorporated herein as part of this Contract: (check all that apply)

☐ Government Loan MSC-2011R
☐ Farm Program Review Rider FRM-2020R
☐ Back-Up Contract MSC-2023R
☐ Contingency for Sale of Buyer's Existing Property MSC-2021R
☐ Contingency for Closing of Buyer's Existing Property MSC-2022R

☐ Other

☐ Other

☐ Other
21. SPECIAL AGREEMENTS. (complete only if applicable)

Purchase is contingent on: Approved USDA financing, annexation, regulatory approval, building plans approval.

Total project cost: 60 days for resolution of all contingencies.

Seller to provide buyer a purchase option on the approx. 2 acres immediately to the south of this parcel.

Option and purchase terms to be negotiated within 30 days.

22. LICENSEE PERSONAL INTEREST DISCLOSURE. (complete only if applicable)

(insert name of licensee)

is a real estate broker or salesperson, 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 in □ Seller  □ Buyer; and/or

☐ an immediate family member of □ Seller  □ Buyer. Specify:

23. SOURCE(S) OF BROKER(S) COMPENSATION. (check one, neither or both, as applicable)

☐ Seller  □ Buyer. (Note: actual compensation shall be determined by applicable brokerage service agreements)

Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage Relationship Section below is (are) the only real estate broker(s) involved in this sale.

24. BROKERAGE RELATIONSHIP.

Buyer and Seller confirm their receipt of the Broker Disclosure Form prescribed by the Missouri Real Estate Commission, and that disclosure of the undersigned licensee(s) brokerage relationship, as required by law or regulation, was made to the Seller and/or Buyer or their respective Broker (as the case may be), by said undersigned licensee(s), no later than the first showing of the Property, upon first contact, or immediately upon the occurrence of any change to their relationship.

Licensee assisting Buyer is a: (Check appropriate boxes)

☐ Buyer’s Limited Agent (acting on behalf of Buyer)

☐ Seller’s Limited Agent (acting on behalf of Seller)

☐ Dual Agent (acting on behalf of both Buyer & Seller)

☐ Transaction Broker Assisting Buyer (not acting on behalf of either Buyer or Seller)

☐ Subagent of Seller (acting on behalf of Seller)

☐ (Also check here if serving as a designated agent)

Licensee assisting Seller is a: (Check appropriate boxes)

☐ Buyer’s Limited Agent (acting on behalf of Seller)

☐ Seller’s Limited Agent (acting on behalf of Buyer)

☐ Dual Agent (acting on behalf of both Seller & Buyer)

☐ Transaction Broker Assisting Seller (not acting on behalf of either Seller or Buyer)

☐ (Also check here if serving as a designated agent)

By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

By (Signature)

Licensee(s) Printed Name:

Licensee’s State License #:

Date:

MLS ID No. (if required):

25. FRANCHISE DISCLOSURE.

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

26. SALES INFORMATION.

Permit is hereby granted by Seller and Buyer for the Broker(s) to provide, effective as of and after the Closing, sales information of this transaction, including Purchase Price and Property address, to any multi-listing service, local Association or Board of REALTORS®, its members, member’s prospects, appraisers and other professional users of real estate data.

27. FIRPTA.

Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Act (26 U.S.C. §1445) and agrees to deliver a certificate at Closing to that effect which contains Seller’s tax identification number.

28. ANTI-TERRORISM.

Each party hereto represents and warrants to each other party and to the Broker(s), that such party is not, and is not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224), or with whom you are prohibited to do business with under anti-terrorism laws.

29. ACCEPTANCE DEADLINE/EFFECTIVE DATE.

Buyer’s offer to purchase the Property shall automatically expire if Seller has not accepted it by 5 p.m. on 4/24/2020 (the “Acceptance Deadline”). This offer may be accepted by: (1) Seller signing it; and (2) providing timely notice of such acceptance (which may be given orally or in writing) to Buyer or to the licensee assisting Buyer (i.e. on or before the Acceptance Deadline). This Contract will become valid and legally binding at such time. The “Effective Date” of this Contract shall be the date adjacent to the signature of the last party to sign this Contract.
30. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of the parties' obligations under this Contract. All references to a specified time shall mean Central Time. As used herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.

SELLER ACCEPTS OFFER (Sign Below)

Buyer: ________________________________
Printed Name: RICHARD J. MARY L.

Date: ________________________________

If signing on behalf of a trust or other legal entity, its name and your title below:

Seller: ________________________________
Printed Name: ________________________________

Date and Time: ________________________________

If signing on behalf of a trust or other legal entity, please print please print its name and your title below:

Seller REJECTS OFFER (Initial) ______

Seller COUNTER-OFFERS (Initial) ______

Counter Offer form MSC-2040, which amends the terms of this offer, is attached and incorporated into this Contract.

Fountains on Fall Creek, LLC

RECEIPT & ACKNOWLEDGEMENT

Receipt of Earnest Money is acknowledged by the undersigned and will be delivered to Escrow Agent as set forth above.

By (Signature) ________________________________

Licensee's Printed Name: ________________________________

Date: ________________________________

Approved by legal counsel for use exclusively by current members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made.

Last Revised 12/31/18.

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Government Loan Rider

This document has legal consequences. If you do not understand it, consult your attorney.

All defined terms of the Contract carry over to this Government Loan Rider ("Rider"). To the extent not specifically amended hereby, the terms of the Contract remain in full force and effect. In the event of any inconsistency between the terms hereof and the terms set forth in the Contract, the terms hereof control.

If any provision herein or in the Contract conflicts with any term or condition currently required by applicable law or regulation governing the type of government loan program described herein, then the terms of such government loan program control.

**Note:** Check below the applicable government financing to be applied for (FHA, VA, USDA/Rural Development or other).

This Contract is subject to Buyer's ability to obtain a federal, state or local government insured, guaranteed or subsidized loan in the amount of $TBD payable over a period of TBD years and bearing interest at a rate not to exceed TBD percent per annum. Buyer agrees to do all things reasonably necessary, including but not limited to: completing a loan application, paying for a credit report, appraisal and any other required fees, providing all information required by lender and otherwise cooperating fully to make a good faith effort to obtain the financing described below. If Buyer does not deliver a Notice, provided by Buyer's lender, to Seller of Buyer's inability to obtain a loan on such terms by 5:00 p.m. on the date (the "Loan Contingency Deadline") which is 45 days (25 if none stated) after the Effective Date, then this contingency shall be deemed waived and Buyer's performance under this Contract shall no longer be contingent upon Buyer's obtaining financing; provided however, if such lender will not give Buyer such Notice, then Buyer may directly notify Seller (on or before the Loan Contingency Deadline) by providing a notarized affidavit that Buyer has timely complied with the terms of this paragraph and that despite request, Buyer was unable to obtain such Notice from lender (e.g., see MSC-2010A "Buyer's Financing Contingency Affidavit" or MSC-2010B "Non-Individual Buyer's Financing Contingency Affidavit"). If Buyer has complied with the terms of this paragraph and has timely provided Notice to Seller of Buyer's inability to obtain a loan on the terms described, then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to §6 of the Contract).

By accepting this Contract, Seller makes no promise that (s)he will be responsible for or pay for any predication work required. If Buyer does not elect to terminate this Contract as set forth above, but predication work is required, then unless a written agreement is reached between the parties as to who will complete and pay for such work within 45 days (35 if none stated) of the Effective Date, then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to §6 of the Contract).

**Note:** Buyer is cautioned not to rely on a lender's report and to become independently satisfied with the condition of the Property.

☐ FHA Loan. Buyer is seeking a Federal Housing Administration (FHA) loan.

☐ HUD disclosure form, "For Your Protection: Get a Home Inspection," is attached.

☐ VA Loan. Buyer is seeking a Department of Veterans Affairs (VA) loan.

Seller agrees to pay, but only upon a successful Closing, for an inspection of the dwelling for termites and wood destroying insects, which is to be ordered by Buyer and performed by a licensed inspector within the Inspection Period. If active infestation is found, Seller agrees to pay for treatment and the cost of any re-inspection. If any unrepairable damage from past or present infestation is found, then unless a written agreement is reached between the parties as to who will complete and pay for any repairs within the resolution time period allowed for by §7 of the Contract, this Contract shall terminate with Earnest Money to be returned to Buyer (subject to §6 of the Contract).

☒ USDA/RURAL DEVELOPMENT LOAN. Buyer is seeking a United States Department of Agriculture (USDA) Rural Development (check one) ☐ guaranteed ☐ direct loan.

☐ OTHER GOVERNMENT FINANCING/ADDITIONAL TERMS (attach additional pages if needed to explain).

**AMENDATORY CLAUSE (the following paragraph applies only to FHA & VA Loans)**

It is expressly agreed that notwithstanding any other provisions of this Contract, Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise unless Buyer has been given in accordance with HUD/FHA (or VA) requirements a written statement by the Federal Housing Commissioner (or Department of Veterans Affairs) or a Direct Endorsement lender setting forth the appraised (or "reasonable") value of the Property of not less than $5.

Buyer shall have the privilege and option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage HUD/VA will insure/guarantee. HUD/VA does not warrant the value or the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

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**BUYER**

Print Name: ____________________________  Date: ____________________________

**SELLER**

Print Name: ____________________________  Date: ____________________________

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Fountains on Fall Creek, LLC

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Approved by legal counsel for use exclusively by members of the Missouri REALTORS®. Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Rider; or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, custom and practice, and differing circumstances in each transaction, may each dictate that amendments to this Rider be made.

Last Revised 12/31/18.

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Counter Offer # one
Initiated by (check one): [ ] Seller [ ] Buyer ("Counter Offeror")
This document has legal consequences. If you do not understand it, consult your attorney.

This Counter Offer concerns a prior offer to enter into a Contract between the following parties on Property located at:

3655 Fall Creek Rd
Branson MO 65616
Taney

Street Address City Zip Code County

Seller (print name): Fountains on Fall Creek, LLC
Buyer (print name): Rick & Mary Key and/or assigns

Any terms agreed to in a previous Counter Offer must be included in this Counter Offer along with any new proposed changes. Only the terms contained in this Counter Offer, together with the remaining unchanged terms of the Contract (including any addenda or riders attached thereto), constitute the new offer.

CHANGED TERMS. Acceptance of the Contract is subject to the following modification(s):

(a) "Purchase Price" shall be
(b) "Seller Concessions" shall be
(c) "Earnest Money" shall be $5,000.00
(d) "Closing Date" shall be
(e) Other changed terms, agreements or conditions (complete if applicable):

(1) Section # Line # or Rider # is changed as follows:
(2) Section # Line # or Rider # is changed as follows:
(3) Section # Line # or Rider # is changed as follows:

Other/Misc. (please indicate if additional pages are attached): Refer to attached exhibit "A1" and "B1".

Daniel C. Ruda and Mark A. Ruda are licensed MO Real Estate brokers and are principals of the Seller.

TIME FOR ACCEPTANCE. This Counter Offer must be accepted by 4:00 p.m. on May 1, 2020
(the "Acceptance Deadline"). Except as modified above, the parties accept and agree to all terms and conditions of the above Contract, all of which are hereby fully incorporated herein by this reference. In the event of any inconsistency between the terms hereof and the terms set forth in the Contract, the terms hereof control.

Signature of Counter-Offeror ____________________________ Date 4/27/2020
Mark Ruda, member
Fountains on Fall Creek, LLC

RESPONSE TO COUNTER OFFER. (sign or initial as applicable)

Accept. By signing below, the undersigned (the "Counter-Offeree") agree to the modification(s) contained in this Counter Offer, and hereby accept the Contract, as modified by this Counter Offer, including all attached documents (if any).

Signature of Counter-Offeree ____________________________ Time & Date ____________________________

Reject or New Counter Offer. By initialing below, the Counter-Offeree(s) do not agree to the modification(s) contained in this Counter Offer, but either reject the same or make a new Counter Offer (initial one, as applicable).

Reject (initial). Counter-Offeree(s) reject this Counter Offer.

New Counter Offer (initial). Counter-Offeree(s) hereby make a new Counter Offer:

Counter Offer # ____________________________, which amends the terms of the Contract, is attached.

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®. Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Counter Offer, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Counter Offer be made.

Last Revised 12/30/19.

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Exhibit “A1”

SPECIAL CONDITIONS:

A. In the event that a conflict exists in this contract, descriptions provided in Exhibit “A1” and “B1” shall prevail.

B. Seller shall extend utility domestic water and sanitary sewer to Property. Final location and sizing to be determined by Seller not later than June 15, 2020.

C. Seller shall provide project entrance road off of Fall Creek Road as generally shown on Exhibit “B1”. It is anticipated that Buyer’s project would not have a separate entrance onto Fall Creek Road.

D. Property shall be 3.0 acres +/- as schematically shown on attached exhibit “B1”. Final property description to be substantially similar with legal finalized by Seller not later than June 15, 2020.

E. In order for property zoning for the Buyer’s anticipated project, Buyer shall have site and building design completed to Seller not later than June 15, 2020 at Buyer’s sole cost and responsibility. Buyer to provide complete copy of same to Seller.

F. Buyer to have complete project bid not later along with complete financing package to Lender not later than July 15, 2020 as Buyer’s sole cost and responsibility. Buyer to provide complete copy of same to Seller for verification.

G. All inspection, review, financing, and other contingencies not already expired as described herein shall expire July 15, 2020.

H. Principals of the Seller Daniel C. Ruda Mark A. Ruda are licensed Missouri real estate brokers.

Buyers Initials

Sellers Initials
### 2025 Population Projections for Branson 65616

#### County Projections

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<td>4,153</td>
<td>772</td>
</tr>
<tr>
<td>65747</td>
<td>Barry</td>
<td>4,000</td>
<td>1,587</td>
</tr>
<tr>
<td>65754</td>
<td>Christian</td>
<td>1,259</td>
<td>192</td>
</tr>
<tr>
<td>65759</td>
<td>Taney</td>
<td>1,653</td>
<td>280</td>
</tr>
<tr>
<td>65771</td>
<td>Taney</td>
<td>1,713</td>
<td>284</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td></td>
<td><strong>96,089</strong></td>
<td><strong>24,462</strong></td>
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</table>

#### City Projections

<table>
<thead>
<tr>
<th>Zip</th>
<th>County</th>
<th>City</th>
<th>Total Pop</th>
<th>65+ Pop</th>
</tr>
</thead>
<tbody>
<tr>
<td>65611</td>
<td>Stone</td>
<td>Blue Eye</td>
<td>168</td>
<td>44</td>
</tr>
<tr>
<td>65616</td>
<td>Taney</td>
<td>Branson</td>
<td>13,355</td>
<td>3,191</td>
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<tr>
<td>65616</td>
<td>Taney</td>
<td>Bull Creek</td>
<td>722</td>
<td>32</td>
</tr>
<tr>
<td>65616</td>
<td>Taney</td>
<td>Indian Point</td>
<td>488</td>
<td>176</td>
</tr>
<tr>
<td>65616</td>
<td>Taney</td>
<td>Kirbyville</td>
<td>197</td>
<td>28</td>
</tr>
<tr>
<td>65630</td>
<td>Christian</td>
<td>Saddlebrooke</td>
<td>295</td>
<td>57</td>
</tr>
<tr>
<td>65653</td>
<td>Taney</td>
<td>Forsyth</td>
<td>2,597</td>
<td>1,034</td>
</tr>
<tr>
<td>65653</td>
<td>Taney</td>
<td>Kisse Mills</td>
<td>1,362</td>
<td>368</td>
</tr>
<tr>
<td>65653</td>
<td>Taney</td>
<td>Saddlebrooke</td>
<td>295</td>
<td>57</td>
</tr>
<tr>
<td>65656</td>
<td>Stone</td>
<td>Galena</td>
<td>399</td>
<td>82</td>
</tr>
<tr>
<td>65656</td>
<td>Stone</td>
<td>McCord Bend</td>
<td>270</td>
<td>54</td>
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<td>65672</td>
<td>Taney</td>
<td>Hollister</td>
<td>4,707</td>
<td>940</td>
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<td>65679</td>
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<td>Kirbyville</td>
<td>197</td>
<td>28</td>
</tr>
<tr>
<td>65680</td>
<td>Taney</td>
<td>Kisse Mills</td>
<td>1,362</td>
<td>368</td>
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<tr>
<td>65686</td>
<td>Stone</td>
<td>Kimberling City</td>
<td>2,301</td>
<td>996</td>
</tr>
<tr>
<td>65737</td>
<td>Stone</td>
<td>Branson West</td>
<td>462</td>
<td>91</td>
</tr>
<tr>
<td>65737</td>
<td>Stone</td>
<td>Coney Island</td>
<td>64</td>
<td>32</td>
</tr>
<tr>
<td>65737</td>
<td>Stone</td>
<td>Reeds Spring</td>
<td>1,030</td>
<td>186</td>
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<tr>
<td>65740</td>
<td>Taney</td>
<td>Merriam Woods</td>
<td>1,960</td>
<td>310</td>
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<tr>
<td>65740</td>
<td>Taney</td>
<td>Rockaway Beach</td>
<td>975</td>
<td>220</td>
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<td>65747</td>
<td>Barry</td>
<td>Shell Knob</td>
<td>1,396</td>
<td>622</td>
</tr>
<tr>
<td>65754</td>
<td>Christian</td>
<td>Spokane</td>
<td>199</td>
<td>33</td>
</tr>
<tr>
<td>65759</td>
<td>Taney</td>
<td>Kisse Mills</td>
<td>1,362</td>
<td>368</td>
</tr>
<tr>
<td>65759</td>
<td>Taney</td>
<td>Taneyville</td>
<td>415</td>
<td>65</td>
</tr>
<tr>
<td>65771</td>
<td>Taney</td>
<td>Saddlebrooke</td>
<td>295</td>
<td>57</td>
</tr>
</tbody>
</table>

### Address

Address: Lat: 36.635267 Long: -93.286184, Branson, MO 65616
## Bed Need Calculations

<table>
<thead>
<tr>
<th>Zip Code</th>
<th>City</th>
<th>Population 65+</th>
<th>City Pop</th>
<th>City Pop % in Zip Radius</th>
<th>City Pop in Zip</th>
<th>City Pop % in Total Cities</th>
<th>City Pop % in Cities W/O Pop in Zip Radius</th>
<th>City Pop % in Cities W/O Pop in Zip Radius</th>
<th>Zip Pop in Cities</th>
<th>Zip Pop % in Cities</th>
<th>Zip Pop in Cities W/O Pop in Zip Radius</th>
<th>Zip Pop % in Cities W/O Pop in Zip Radius</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Note: This is a section from a document showing bed need calculations for various cities and zip codes.*
Letters of Support will be submitted later
DIVIDER III: Community Need Criteria and Standards
DIVIDER III: Community Need Criteria and Standards

Document the following, if applicable:

1. For ICF/SNF beds, address the population-based bed need methodology of fifty-three (53) beds per one thousand (1,000) population age sixty-five (65) and older.

   (not applicable)

2. For RCF/ALF beds, address the population-based bed need methodology of twenty-five (25) beds per one thousand (1,000) population age sixty-five (65) and older.

   The population data provided by the Department of Health and Senior Services was included in Divider II. The percentage adjustments by the applicant to accommodate zip code population inside the 15-mile radius were also included in Divider II.

   An inventory of existing and approved RCF and ALF facilities inside the 15-mile radius is provided (see Attachment 10a), as well as a map showing the location of these facilities (see Attachments 10b-c). Based on this data, there will be a need of 203 RCF/ALF beds in the 15-mile radius for the year 2025 as follows:

   \[
   \text{Unmet Need} = (25 \times P) - U \\
   \text{Where:} \\
   25 = \text{RCF/ALF need rate per 1,000 population age 65+} \\
   P = \text{Year 2025 population in the 15-mile radius} \\
   U = \text{Number of existing and approved beds in 15-mile radius} \\
   \]

   \[
   \text{Unmet Need} = (0.025 \times 21,877) - 343 = 203 \text{ RCF/ALF bed need}
   \]

3. Document any alternate need methodology used to determine the need for additional beds such as LTCH, Alzheimer’s, mental health or other specialty beds.

   (not applicable)

4. Document any alternate need methodology used to determine the need for additional beds such as Alzheimer’s, mental health or other specialty beds.

   (not applicable)
5. For any proposed facility which is designed and operated exclusively for persons with acquired human immunodeficiency syndrome (AIDS), provide information to justify the need for the type of beds being proposed.

(not applicable)

6. If the project is to add beds to an existing facility, has the facility received a Notice of Noncompliance within the last 18 months as a result of a survey, inspection or complaint investigation? If the answer is yes, explain.

(not applicable)
DIVIDER III: Attachments
Inventory of Residential Care and Assisted Living Facilities in the 15-Mile Radius around proposed Branson ALF 65616

<table>
<thead>
<tr>
<th>County</th>
<th>Facility Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>ALF</th>
<th>RCF</th>
<th>Total</th>
<th>Avg Occ</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stone</td>
<td>Wedgewood Gardens</td>
<td>17996 State Hwy 13</td>
<td>Reeds Spring</td>
<td>65737</td>
<td>46</td>
<td>0</td>
<td>46</td>
<td>75.4%</td>
</tr>
<tr>
<td>Taney</td>
<td>Lakeside Mountain Manor</td>
<td>238 Harmony Heights</td>
<td>Forsyth</td>
<td>65653</td>
<td>0</td>
<td>40</td>
<td>40</td>
<td>84.5%</td>
</tr>
<tr>
<td>Taney</td>
<td>Life Enhancement Village of Branson</td>
<td>421 Oakridge Rd</td>
<td>Walnut Shade</td>
<td>65771</td>
<td>0</td>
<td>18</td>
<td>18</td>
<td>80.9%</td>
</tr>
<tr>
<td>Taney</td>
<td>Morningside of Branson</td>
<td>5351 Gretna Rd</td>
<td>Branson</td>
<td>65616</td>
<td>0</td>
<td>104</td>
<td>104</td>
<td>59.9%</td>
</tr>
<tr>
<td>Taney</td>
<td>Oaks, The</td>
<td>127 Hamlett Rd</td>
<td>Branson</td>
<td>65616</td>
<td>30</td>
<td>0</td>
<td>30</td>
<td>10.0%</td>
</tr>
<tr>
<td>Taney</td>
<td>Preserve Village, The</td>
<td>36.635267, -93.286184</td>
<td>Branson</td>
<td>65616</td>
<td>105</td>
<td>0</td>
<td>105</td>
<td>0.0%</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>181</td>
<td>162</td>
<td>343</td>
<td></td>
</tr>
</tbody>
</table>

Information compiled May 5, 2020, based on information acquired from the Department of Health and Senior Services including quarterly licensed (including unavailable beds) occupancy rates for 3Q18 <Jul. 1 - Sep. 30, 2018> through 4Q19 <Oct. 1 - Dec. 31, 2019> in right columns. Certificate of Need approved, but not yet licensed, facilities and beds are shown in bolded-blue text.)
15-Mile Service Area for Branson 65616 CON RCF/ALF Need Analysis

Branson ALF: 546 need - 343 supply = 203 unmet bed need
DIVIDER IV: Financial Feasibility Criteria and Standards
DIVIDER IV: Financial Feasibility Criteria and Standards

Document the following, if applicable:

1. Document that the proposed costs per square foot are reasonable when compared to the latest “RS Means Construction Cost data”.

   Actual new construction cost is $115.79 per square foot (see Attachment 4c), which is more less than $150.88 per square foot median for RS Means for the Branson area (see Attachment 11a).

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.

   A letter of interest from the Branson Bank demonstrates their interest in applicant’s financing method as sent to the principals of Key Executive Living, LLC (see Attachment 11b).

3. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) for the latest three (3) years, and projected through three (3) years beyond project completion.

   Since this is a new assisted living facility, there are projections for 2022 to 2024 (see Attachment 11c).

4. Document how patient charges were derived.

   Charges are based on extensive experience of the consultant in the existing facility currently in operation in Missouri, and localized for this specific area.

5. Document responsiveness to the needs of the medically indigent.

   Because this is a full-function residential care facility which will not be eligible for public reimbursement such as Medicare or Medicaid, there are other provisions for discounted services. Provisions will be made to allow residents to relocate to more affordable apartments, including the option to share an apartment, and assistance will be provided in securing other benefits to offset rising costs. Third-party providers will be utilized when Medicare or Medicaid services are available per physician order. Residents with limited resources will also be referred to other services who provide indigent care.

   Interested persons were also notified of this application via newspaper Public Notice in the June 30 2020, edition of Branson Tri-Lake News (see Attachment 11d).
6. For a proposed new skilled nursing or intermediate care facility, what percent of your admissions would Medicaid eligible on the first day of admission or become Medicaid eligible within 90 days of admission?

*(not applicable)*

7. For an existing skilled nursing or intermediate care facility proposing to add beds, what percent of your admissions is Medicaid eligible on the first day of admission or becomes Medicaid eligible within 90 days of admission?

*(not applicable)*
DIVIDER IV: Attachments
RS Means Cost Data Percentile Limits
Total New Construction Project Costs*
Source: 2020 RS Means Building Construction Cost Data

<table>
<thead>
<tr>
<th>Type of Facility</th>
<th>Percentile</th>
<th>St. Louis Area</th>
<th>Kansas City Area</th>
<th>Other Missouri Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hospital Cost Per Sq. Ft.</td>
<td>3/4 Median</td>
<td>409.86</td>
<td>406.62</td>
<td>381.92</td>
</tr>
<tr>
<td>Hospital Cost Per Sq. Ft.</td>
<td>Median</td>
<td>379.50</td>
<td>376.50</td>
<td>353.63</td>
</tr>
<tr>
<td>Nursing Home/Assisted Living Facility**</td>
<td>3/4 Median</td>
<td>194.30</td>
<td>192.77</td>
<td>181.06</td>
</tr>
<tr>
<td>Nursing Home/Assisted Living Facility**</td>
<td>Median</td>
<td>161.92</td>
<td>160.64</td>
<td>150.88</td>
</tr>
</tbody>
</table>

**Since 2017, nursing homes and assisted living facilities have been combined into one cost per square foot.

* Renovation costs should not exceed 70% of total new construction project costs.
June 29, 2020

Richard and Mary Key
150 Country Bluff Drive
Branson, MO 65616

To whom it may concern,

This letter is to confirm that Branson Bank would consider a loan request by Richard and Mary Key for the purpose of construction of an assisted living project. This request would be subject to the bank normal underwriting requirements and would require an SBA or USDA Guarantee.

If you have any additional questions please contact me.

Sincerely,

[Signature]
Dean Harmon
EVP
Branson Bank
**Certificate of Need Program**
**SERVICE-SPECIFIC REVENUES AND EXPENSES**

**Project Title:** Country Bluffs - Senior Living  
**Project #:** 5798-RS

**Historical Financial Data for Latest Three Full Years plus Projections Through Three Full Years Beyond Project Completion**

<table>
<thead>
<tr>
<th>Amount of Utilization:*</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5,227</td>
<td>12,268</td>
<td>19,611</td>
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**Revenue:**

<table>
<thead>
<tr>
<th></th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Charge**</td>
<td>$127</td>
<td>$131</td>
<td>$134</td>
</tr>
<tr>
<td>Gross Revenue</td>
<td>$663,829</td>
<td>$1,607,108</td>
<td>$2,627,874</td>
</tr>
<tr>
<td>Revenue Deductions</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Operating Revenue</td>
<td>663,829</td>
<td>1,607,108</td>
<td>2,627,874</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td>$663,829</td>
<td>$1,607,108</td>
<td>$2,627,874</td>
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</table>

**Expenses:**

<table>
<thead>
<tr>
<th></th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Expenses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>140,000</td>
<td>300,000</td>
<td>343,500</td>
</tr>
<tr>
<td>Fees</td>
<td>400</td>
<td>800</td>
<td>900</td>
</tr>
<tr>
<td>Supplies</td>
<td>8,500</td>
<td>12,000</td>
<td>19,500</td>
</tr>
<tr>
<td>Other</td>
<td>51,000</td>
<td>154,106</td>
<td>198,000</td>
</tr>
<tr>
<td><strong>TOTAL DIRECT</strong></td>
<td>$199,900</td>
<td>$466,900</td>
<td>$561,900</td>
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</table>

<table>
<thead>
<tr>
<th></th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indirect Expenses</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Depreciation</td>
<td>30,000</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Interest***</td>
<td>65,000</td>
<td>65,000</td>
<td>65,000</td>
</tr>
<tr>
<td>Rent/Lease</td>
<td>216,000</td>
<td>216,000</td>
<td>216,000</td>
</tr>
<tr>
<td>Overhead****</td>
<td>75,000</td>
<td>150,000</td>
<td>216,000</td>
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<tr>
<td><strong>TOTAL INDIRECT</strong></td>
<td>$386,000</td>
<td>$461,000</td>
<td>$521,000</td>
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</table>

**TOTAL EXPENSES**

<table>
<thead>
<tr>
<th></th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$585,900</td>
<td>$927,900</td>
<td>$1,082,900</td>
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</table>

**NET INCOME (LOSS):**

<table>
<thead>
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<th></th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$77,929</td>
<td>$679,208</td>
<td>$1,544,974</td>
</tr>
</tbody>
</table>

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*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.
From: Mandy Farrow <legals@bransontrilakesnews.com>
To: Richmond Key <richmondkey1@aol.com>
Sent: Mon, Jun 29, 2020 3:03 pm
Subject: Re:

Here is the proof. Cost is $29.00

NOTICE

Country Bluff Executive Senior Living plans to establish a 70-bed residential Care facility 3855 Fall Creek Road, Branson, MO 65601 pending certificate of need approval of their $4,000,000 application from the Missouri Health Facilities Review Committee. This application (Proj. No. 5798 RS) will be filed on or before July 2, 2020.

For June 30, 2020, edition of Branson Tri-Lakes News
Country Bluff Executive Senior Living

Establish 70-Bed Residential Care Facility

Project #5798 RS