

From: [Hill, Richard W.](#)
To: [Fick, Mackinze](#)
Subject: RE: CON 6106
Date: Thursday, May 23, 2024 2:26:41 AM

Mackinze:

1. Provide methods and assumptions or third party documentation of costs outlined within the budget; land acquisition is documented except for parcels questioned below.

In projecting the costs associated with this project, Mercy undertook the following due diligence:

- a. Mercy utilized one of the largest healthcare architecture firms in the world (CannonDesign) that specializes in healthcare construction, to provide conceptual design and estimating services. This firm's experience, building some of the largest hospitals in the region, suggests the cost to construct a hospital in the St Louis area is significantly higher than the RS Means \$492/SF.
 - b. Actual costs of several similar-sized new greenfield hospital projects were benchmarked and escalated in time, and then translated to St Louis area construction costs. The cost /SF of all these referenced projects in 2024 dollars is significantly higher than the RS Means \$492 /SF Cost.
 - c. Mercy utilized its own cost database of comparable projects. Most notably, the actual costs incurred in the construction of Mercy Hospital Joplin (opened in 2015) were escalated to 2024 costs. Those costs were then translated to St Louis area construction costs, and the result is significantly higher than the RS Means \$492/SF.
 - d. Additionally, Mercy used the actual costs incurred in the recently completed Mercy Center for Performance Medicine outpatient building in Creve Coeur, MO (opened in the Spring of 2023), and those costs/SF are significantly higher than the RS Means \$492/SF.
 - e. Mercy contacted two reputable large construction companies that offered 2024 cost per square foot data for a new hospital built in the St Louis area. Each of those companies' estimates are significantly higher than the RS Means \$492/SF.
2. Explain how the Hotel Parcel, Lindenwood Parcel, and Main Parcel value's were determined. Is the Broker Opinion of Value on page 9 of the application supposed to be used as reference for these values? If so, explain further how the value's were derived from this document.
 - a. The prices for the Hotel Parcel and Lindenwood Parcel that are reflected in the land acquisition cost detail are the prices in their purchase contracts, executed earlier in 2024. The Main Parcel was purchased in 2011, and as such, Mercy secured a Broker's Opinion of Value to determine the value for the Main Parcel. The Broker's Opinion of Value only pertains to the Main Parcel.
 3. Explain why 80% of the land acquisition costs were allocated. What is the other 20% allocated for?

- a. Mercy's architectural, design, and estimation company (CannonDesign) determined that the anticipated MOB space (for which there is no CON requirement) is approximately 20% of the total project space, with the hospital space comprising the remaining 80%. As such, the land purchase cost was allocated 80% to the CON-hospital portion of the project, and 20% to the non-CON MOB portion of the project.
4. Explain why zip codes 63301, 63373, and 63386 located within St. Charles County were not included in the proposed service area?
 - a. Put simply, Mercy does not believe that the majority of the patients in those zip codes will be part of the primary population that utilizes the services of the new hospital. Those three zip codes are the far eastern portions of St. Charles County. Mercy expects that the new hospital will service the western portion of St. Charles County. The eastern portion of St. Charles County is saturated with hospitals. The majority of residents in these zip codes currently utilize existing hospitals for inpatient services. Mercy believes those patients will continue to utilize the services of those community hospitals that currently exist in the eastern portion of St. Charles County and it is unlikely that a majority of those patients will travel westward, beyond existing hospitals, in order to utilize Mercy's new services.

Thanks.

Rich

RICHARD W. HILL
Attorney at Law
DIRECT: 314 436.8317
rhill@lashlybaer.com
Licensed in Missouri

LASHLY & BAER, P.C.

Attorneys at Law

714 Locust Street St. Louis, MO 63101-1699 TEL: 314 621.2939
20 East Main Street Belleville, IL 62220-1602 TEL: 618 233.5587
FAX: 314 621.6844 www.lashlybaer.com

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Please consider the environment before printing this email.

From: Fick, Mackinzey <Mackinzey.Fick@health.mo.gov>
Sent: Monday, May 13, 2024 4:36 PM
To: Hill, Richard W. <RHill@lashlybaer.com>
Subject: CON 6106

Rich,

After reviewing your application, some additional information is needed.

- Provide methods and assumptions or third party documentation of costs outlined within the budget; land acquisition is documented except for parcels questioned below.
- Explain how the Hotel Parcel, Lindenwood Parcel, and Main Parcel value's were determined. Is the Broker Opinion of Value on page 9 of the application supposed to be used as reference for these values? If so, explain further how the value's were derived from this document.
 - Explain why 80% of the land acquisition costs were allocated. What is the other 20% allocated for?
 - Explain why zip codes 63301, 63373, and 63386 located within St. Charles County were not included in the proposed service area?

This information is needed by Thursday, May 23, 2024.

Mackinzezy Fick (Name change from Lux to Fick)

Assistant Program Coordinator, Certificate of Need

Department of Health and Senior Services

920 Wildwood Drive, P.O. Box 570

Jefferson City, MO 65102

OFFICE: 573-751-6403

FAX: 573-751-7894

EMAIL: mackinzezy.fick@health.mo.gov

<http://health.mo.gov/information/boards/certificateofneed/index.php>

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Certificate of Need Program



REPRESENTATIVE REGISTRATION

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

Project Name Mercy Hospital Wentzville	Number 6106 HS
--	--------------------------

(Please type or print legibly.)

Name of Representative William C. Marrs	Title Consultant / lobbyist
---	---------------------------------------

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) Governmental Services Group, Inc.	Telephone Number 417-848-8561
---	---

Address (Street/City/State/Zip Code) 211 E. Capitol Ave., Jefferson City, MO 65101	
--	--

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

Name of Individual/Agency/Corporation/Organization being Represented Mercy Healthcare Systems	Telephone Number 314-251-1565 or 417-830-1999
---	---

Address (Street/City/State/Zip Code) 14528 S. Outer 40 Rd #100 Chesterfield, MO 63107	
---	--

Check one. Do you:

- Support
- Oppose
- Neutral

Relationship to Project:

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

Other Information:

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

Original Signature William C Marrs	Date 4-3-2024
--	-------------------------



Certificate of Need Program



REPRESENTATIVE REGISTRATION

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

Project Name Mercy Hospital Wentzville	Number 6106 - HS
---	---------------------

(Please type or print legibly.)

Name of Representative John E. Bardgett Jr.	Title President
--	--------------------

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) John Bardgett & Associates, Inc.	Telephone Number 636 530 9392
---	----------------------------------

Address (Street/City/State/Zip Code)
16141 Swingley Ridge Rd. Ste 110, Chesterfield, MO 63017

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

Name of Individual/Agency/Corporation/Organization being Represented Mercy Health	Telephone Number 314-579-6100
--	----------------------------------

Address (Street/City/State/Zip Code)
15740 South Outer Forty Chesterfield, Chesterfield, Missouri 63017

Check one. Do you:

- Support
- Oppose
- Neutral

Relationship to Project:

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

Other Information:

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

Original Signature 	Date 4/9/2024
------------------------	------------------

April 9, 2024

Ms. Alison Dorge
Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

RE: Mercy Hospital Wentzville-CON Project 6106 HS

Dear Mrs. Dorge:

I am writing to express my wholehearted support for the construction of a new Mercy hospital and campus in Wentzville at the northwest corner of the intersection of Highways 64 and 70. This initiative represents a critical step forward in helping to ensure the healthcare needs of the region are met efficiently and effectively.

Saint Charles, Lincoln, and Warren counties have experienced significant growth and development over the years, leading to an increase in population and demand for quality healthcare. More beds and services are needed to help ensure residents in the region have greater access to healthcare closer to home.

Mercy's proposed construction of a new 75-bed hospital facility will help address these challenges by providing state-of-the-art medical services and facilities that align with modern healthcare standards. This includes access to advanced diagnostic equipment, specialized treatment centers, and a larger capacity to accommodate patients in need.

Additionally, Mercy's construction of a new hospital facility will have a positive impact on the local economy. It will create job opportunities for healthcare professionals, construction workers, and other support staff, thereby stimulating economic growth and development in the region.

A new hospital will attract healthcare professionals and specialists, further enhancing the quality and diversity of healthcare services available to residents in this area. This will not only benefit those in need of medical care but also contribute to the overall health and vitality of the community.

I urge the Committee to recognize the need for this hospital, and to vote in support of this project. Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Brown", with a long horizontal flourish extending to the right.

Senator Ben Brown
Serving Gasconade, Franklin, Osage, Warren and St. Louis Counties



Certificate of Need Program

REPRESENTATIVE REGISTRATION

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

Project Name Mercy Hospital Wentzville		Number Project 6106 HS
<i>(Please type or print legibly.)</i>		
Name of Representative James Foley		Title Partner
Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) Burton-Liese, LLC		Telephone Number 573-893-6834
Address (Street/City/State/Zip Code) 730 W. Main St., Jefferson City, MO 65101		
Who's interests are being represented? <i>(If more than one, submit a separate Representative Registration Form for each.)</i>		
Name of Individual/Agency/Corporation/Organization being Represented Mercy Health		Telephone Number 314-579-6100
Address (Street/City/State/Zip Code) 15740 South Outer Forty, Chesterfield, MO 63017		
Check one. Do you: <input checked="" type="checkbox"/> Support <input type="checkbox"/> Oppose <input type="checkbox"/> Neutral	Relationship to Project: <input type="checkbox"/> None <input type="checkbox"/> Employee <input type="checkbox"/> Legal Counsel <input type="checkbox"/> Consultant <input checked="" type="checkbox"/> Lobbyist <input type="checkbox"/> Other (explain):	
Other Information: <hr/> <hr/>		
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: <i>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.</i>		
Original Signature 		Date 4/10/24



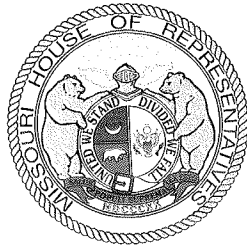
Certificate of Need Program

REPRESENTATIVE REGISTRATION

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

Project Name Mercy Hospital Wentzville		Number Project 6106 HS
<i>(Please type or print legibly.)</i>		
Name of Representative Tony Dugger		Title Associate
Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) Burton-Liese, LLC		Telephone Number 573-893-6834
Address (Street/City/State/Zip Code) 730 W. Main St., Jefferson City, MO 65101		
Who's interests are being represented? <i>(If more than one, submit a separate Representative Registration Form for each.)</i>		
Name of Individual/Agency/Corporation/Organization being Represented Mercy Health		Telephone Number 314-579-6100
Address (Street/City/State/Zip Code) 15740 South Outer Forty, Chesterfield, MO 63017		
Check one. Do you: <input checked="" type="checkbox"/> Support <input type="checkbox"/> Oppose <input type="checkbox"/> Neutral		Relationship to Project: <input type="checkbox"/> None <input type="checkbox"/> Employee <input type="checkbox"/> Legal Counsel <input type="checkbox"/> Consultant <input checked="" type="checkbox"/> Lobbyist <input type="checkbox"/> Other (explain):
Other Information: _____ _____		_____ _____
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Original Signature <i>Tony Dugger</i>		Date 4/10/24

CAPITOL OFFICE
State Capitol
201 West Capitol Avenue, Rm 115-G
Jefferson City, MO 65101-6806
Tele: (573) 751-9459
E-Mail:
Doyle.Justus@house.mo.gov



COMMITTEES
Member:
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General Laws
Conservation and Natural Resources
Special Committee on Tax Reform
Subcommittee on Appropriations-
General Administration

MISSOURI HOUSE OF REPRESENTATIVES
Doyle Justus
State Representative
District 41

April 10, 2024

Missouri Certificate of Need Program
Alison Dorge, Program Coordinator
920 Wildwood Drive
Jefferson City, Missouri 65109

RE: Mercy Hospital Wentzville CON Project 6106 HS

Dear Ms. Dorge,

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Mercy's proposed construction of a new 75-bed hospital facility will help address these challenges by providing state-of-the-art medical services and facilities that align with modern healthcare standards. This includes access to advanced diagnostic equipment, specialized treatment centers, and a larger capacity to accommodate patients in need.

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I urge the Committee to recognize the need for this hospital, and to vote in support of this project. Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in black ink that reads "Doyle E. Justus".

Doyle Justus
State Representative, District 41

BEN BROWN
26TH DISTRICT

STATE CAPITOL, ROOM 226
JEFFERSON CITY, MISSOURI 65101
(573) 751-3678
BEN.BROWN@SENATE.MO.GOV



MISSOURI SENATE
JEFFERSON CITY

COMMITTEES:

COMMERCE, CONSUMER PROTECTION, ENERGY
AND THE ENVIRONMENT
GOVERNMENTAL ACCOUNTABILITY,
VICE CHAIR
GUBERNATORIAL APPOINTMENTS
INSURANCE AND BANKING

April 9, 2024

Ms. Alison Dorge
Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

RE: *Mercy Hospital Wentzville-CON Project 6106 HS*

Dear Mrs. Dorge:

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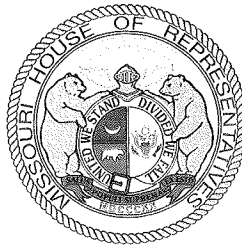
Sincerely,

A handwritten signature in black ink, appearing to read "Ben Brown".

Senator Ben Brown
Serving Gasconade, Franklin, Osage, Warren and St. Louis Counties

CAPITOL OFFICE

State Capitol
201 West Capitol Avenue, Rm 111
Jefferson City, MO 65101-6806
Tele: (573) 751-2949
E-Mail:
adam.schwadron@house.mo.gov



COMMITTEES

Member:
Elections and Elected Officials
Government Efficiency and
Downsizing
Health and Mental Health Policy
Special Committee on Small Business

MISSOURI HOUSE OF REPRESENTATIVES

Adam Schwadron

State Representative
District 105

April 10, 2024

Missouri Certificate of Need Program
Alison Dorge, Program Coordinator
920 Wildwood Drive
Jefferson City, Missouri 65109

RE: Mercy Hospital Wentzville CON Project 6106 HS

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I urge the Committee to recognize the need for this hospital, and to vote in support of this project. Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Schwadron".

Adam Schwadron
State Representative, District 105

CAPITOL OFFICE
201 W. CAPITOL AVE., ROOM 417
JEFFERSON CITY, MO 65101
TELEPHONE: (573) 751-2757
TRAVIS.FITZWATER@SENATE.MO.GOV



COMMITTEES
TRANSPORTATION, INFRASTRUCTURE
AND PUBLIC SAFETY, CHAIRMAN
COMMERCE, CONSUMER PROTECTION, ENERGY
AND THE ENVIRONMENT, VICE CHAIRMAN
ECONOMIC DEVELOPMENT AND TAX POLICY
FISCAL OVERSIGHT

MISSOURI SENATE

SENATOR TRAVIS FITZWATER
DISTRICT 10

April 4, 2024

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

RECEIVED
APR 16 2024
CERTIFICATE OF NEED
PROGRAM

Dear Ms. Dorge:

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Sincerely,

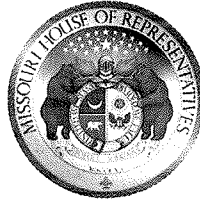
A handwritten signature in black ink that reads "Travis Fitzwater".

Travis Fitzwater
State Senator, 10th District

CAPITOL OFFICE

State Capitol
201 West Capitol Avenue
Room 201-F
Jefferson City, MO 65101-6806
Tele: (573) 751-2176

E-Mail:
Dave.Hinman@house.mo.gov



MISSOURI HOUSE OF REPRESENTATIVES
DAVE HINMAN

State Representative
District 103

April 11, 2024

Committees:

Local Government - *Vice
Chairman*
Transportation Infrastructure
Special Committee on Tax
Reform
Emerging Issues

Ms. Alison Dorge
Program Coordinator, Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

RE: *Mercy Hospital Wentzville*

Dear Mrs. Dorge:

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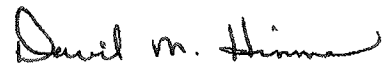
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RECEIVED
APR 15 2024
CERTIFICATE OF NEED
PROGRAM

I urge the Committee to recognize the need for this hospital, and to vote in support of this project. Thank you for your time and attention to this matter.

A handwritten signature in black ink that reads "David M. Hinman". The signature is written in a cursive style with a large initial 'D' and a long, sweeping underline.

Dave Hinman
State Representative
District 103



RECEIVED

APR 17 2024

**CERTIFICATE OF NEED
PROGRAM**

Dear Ms. Dorge:

Mercy's plans for a new hospital campus in Wentzville will have a positive impact on health care services in our region, and I am writing to offer my strong support for this plan.

Through the years, Mercy has repeatedly demonstrated its commitment to providing health care closer to home for Troy residents and all of Lincoln County. I'm particularly pleased to hear the development in Wentzville is anticipated to strengthen Mercy's overall services in the region while also benefiting its facility here. It is essential we continue to evolve and grow our health care infrastructure in our community to meet the needs of our expanding population, and I believe this new hospital complex will play a crucial role in achieving this goal.

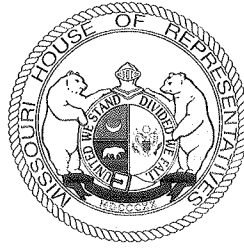
As Mayor, I am committed to supporting initiatives that improve the well-being of our residents and enhance the overall quality of life in Troy. The establishment of the new hospital complex in our region undoubtedly falls within this scope, and I am confident it will have a positive impact on our region for many years to come.

Mercy's dedication to advancing health care services in our region should be applauded. I look forward to seeing the successful realization of Mercy's new hospital campus and its benefits for the residents of Troy.

Sincerely,

Mayor Sconce

CAPITOL OFFICE
State Capitol
201 W Capitol Ave., 305B
Jefferson City, MO 65101-
6806
Tele: (573) 751-1470
E-Mail:
Mark.Matthiesen@house.mo.gov



COMMITTEES
Vice Chairman:
Special Committee on Tourism
Special Committee on
Government Administration
Committees:
General Laws
Professional Registration and
Licensing
Subcommittee on
Appropriations-General
Administration

**MISSOURI HOUSE OF
REPRESENTATIVES**
Mark Matthiesen

State Representative
District 107

April 10, 2024

Ms. Alison Dorge
Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

**RE: *Mercy Hospital Wentzville
CON Project 6106 HS***

Dear Ms. Dorge:

I am writing to express my wholehearted support for the construction of a new Mercy hospital and campus in Wentzville at the northwest corner of the intersection of Highways 64 and 70. This initiative represents a critical step forward in helping to ensure the healthcare needs of the region are met efficiently and effectively.

Saint Charles, Lincoln, and Warren counties have experienced significant growth and development over the years, leading to an increase in population and demand for quality healthcare. More beds and services are needed to help ensure residents in the region have greater access to healthcare closer to home.

Mercy's proposed construction of a new 75-bed hospital facility will help address these challenges by providing state-of-the-art medical services and facilities that align with modern healthcare standards. This includes access to advanced diagnostic equipment, specialized treatment centers, and a larger capacity to accommodate patients in need.

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APR 17 2024
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Additionally, Mercy's construction of a new hospital facility will have a positive impact on the local economy. It will create job opportunities for healthcare professionals, construction workers, and other support staff, thereby stimulating economic growth and development in the region.

A new hospital will attract healthcare professionals and specialists, further enhancing the quality and diversity of healthcare services available to residents in this area. This will not only benefit those in need of medical care but also contribute to the overall health and vitality of the community.

I urge the Committee to recognize the need for this hospital, and to vote in support of this project. Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Matthiesen". The signature is fluid and cursive, with a long horizontal flourish at the end.

Mark Matthiesen
Missouri State Representative District 107

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APR 23 2024

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Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I am writing to you today to fully support Mercy's plans to establish a new hospital campus in Wentzville, which I believe will enhance healthcare services in St. Charles, Warren, and Lincoln counties.

Over the past 13 years, St Charles County has been named by the Robert Woods Johnson Foundation, as one of the healthiest counties in Missouri. Each year those ranking are released for every county in every state across the county, and St Charles has never ranked below 3rd, claiming the top spot most every year. On the surface you might think we are meeting the health needs of our residents, however according to the latest census, St Charles County is gaining an average of 500 new residents each month...yes, each month! Most of our new residents are moving to the western areas of our county, and due to the rising cost of living in St Charles County, even more are bypassing St Charles heading directly into Lincoln and Warren counties.

As our community continues to expand, it is imperative that we adapt and expand our health care infrastructure to meet the evolving needs of our residents. I firmly believe that the establishment of this new hospital complex will play a pivotal role in fulfilling that objective.

The introduction of the new hospital campus in Wentzville aligns perfectly with our commitment to promote the well-being of our residents and elevate the overall quality of life. I am confident that it will bring about positive changes in our community for years to come.

Mercy's steadfast dedication to advancing health care services in our region deserves commendation. I eagerly anticipate witnessing the successful realization of Mercy's new hospital campus in Wentzville and the numerous benefits it will bring. We strongly urge you to give your support to this project.

Sincerely,



Mike Elam
St Charles County Council District 3



Certificate of Need Program



REPRESENTATIVE REGISTRATION

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

Project Name Mercy Hospital Wentzville	Number 6106-HS
---	-------------------

(Please type or print legibly.)

Name of Representative Ranady Scherr	Title Consultant
---	---------------------

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) Scherr Winter LLC	Telephone Number 573-636-6200
--	----------------------------------

Address (Street/City/State/Zip Code)
101 E. High, Box 1543, Jefferson City, MO 65102

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

Name of Individual/Agency/Corporation/Organization being Represented Mercy Hospital	Telephone Number 314-628-3633
--	----------------------------------

Address (Street/City/State/Zip Code)
15740 South Outer Forty, 4th Floor, Chesterfield, MO 63017

Check one. Do you:

- Support
- Oppose
- Neutral

Relationship to Project:

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

Other Information:

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

Original Signature 	Date 4/18/2024
------------------------	-------------------



Certificate of Need Program

REPRESENTATIVE REGISTRATION

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

Project Name <i>MERCY HOSPITAL WENTZVILLE</i>	Number <i>PROJECT 6106 HS</i>
--	----------------------------------

(Please type or print legibly.)

Name of Representative <i>MIKE WINTER</i>	Title <i>PARTNER</i>
--	-------------------------

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) <i>SCHERR WINTER, LLC</i>	Telephone Number <i>573 230-6644</i>
--	---

Address (Street/City/State/Zip Code)
P.O. Box 305 JEFFERSON CITY, MO 65102

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

Name of Individual/Agency/Corporation/Organization being Represented <i>MERCY HEALTH</i>	Telephone Number <i>314 529-6100</i>
---	---

Address (Street/City/State/Zip Code)
15740 SOUTH OUTER FORTY CHESTERFIELD, MO 63017

Check one. Do you:

- Support
- Oppose
- Neutral

Relationship to Project:

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

Other Information:

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

Original Signature <i>Mike Winter</i>	Date <i>5/6/2024</i>
--	-------------------------



Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I have been an employee of Mercy for almost 19 years and worked part-time at SSM Lake St. Louis for nine years. Therefore, I have taken care of many St. Charles, Warren, Lincoln, and Franklin County patients in my role as an ICU physician during that time. I now serve as the Chief Medical Officer (CMO) of Mercy Hospital Washington (MHW) in Washington, MO and therefore serve as a leader for Mercy's Washington and Lincoln communities. I know east central Missouri well and understand the depth and breadth of its healthcare needs.

Mercy is a regional and national leader in innovative, forward-thinking, high-quality healthcare delivery. In my time as CMO of MHW we have leveraged our tools and talents to ensure that we are offering the most that we can to the community's patients. This has included offering our services to the Wentzville and surrounding communities, accepting many patients in transfer from its emergency rooms and clinics. The number of patients served is large and continues to grow with our facility seeing record volumes. It is clear to me that there exists a strong need for expanded resources in the community.

I am writing to express my support, and encourage your support, for Mercy's plan to build a new hospital and medical campus in Wentzville. This plan is incredibly good news for families, individuals, and business owners in the area.

The depth of services Mercy is planning to provide with this new hospital are needed. Currently, these patients must travel to our campus and clinics in and around Washington, MO, or travel as many or more miles east to get the care that they need. The current resources are nearly at capacity. Adding additional access to services such as cardiovascular, emergency medicine, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, orthopedics, pulmonology, radiology, urology, and women's health, will improve care for these Missourians.

I believe health care closer to home is better for everybody involved, and I am sure you agree. Please support these Missouri families by supporting Mercy's hospital plan. Your support would help improve exurban and rural healthcare, bringing the state-of-the-art care Mercy can provide closer to people's homes.

Sincerely,

David E. Tannehill, DO, FACOI, FACP
Chief Medical Officer, and ICU Medical Director, Mercy Hospital Washington
Physician Lead, Mercy Critical Care Medicine
Past-President, Missouri Board of Registration for the Healing Arts
Past-President, Missouri Association of Osteopathic Physicians & Surgeons
(314) 402-8244 david.tannehill@mercy.net



Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I have been an employee of Mercy for 7 years, and my wife and I have been residents of St. Louis County for many years. We are raising our 3 children here and love our community. One aspect of raising children is the participation in recreational, CYC, club, high school and university sporting events throughout the St. Louis and St. Charles communities.

Mercy Orthopedics & Sports Medicine is a big part of these events, providing access to sports medicine providers and athletic trainers. People tell me how they appreciate Mercy's continued dedication to the region, however, one theme that continues to resonate is the lack of access to Mercy Orthopedics & Sports Medicine providers in the St. Charles community. Many of our youth sports events are held at sporting facilities in St. Charles County and Mercy provides care for many high school and university athletes from the same region. Given the growth into St. Charles and the surrounding communities, people want to know when we will build a new hospital in the area, so they won't have to travel so far to get the Orthopedic & Sports Medicine care they need. That time is now.

I am writing to express my support, and encourage your support, for Mercy's plan to build a new 75-bed, next-generation hospital and medical campus in Wentzville. This plan is incredibly good news for families, individuals and business owners in our area.

The depth of services Mercy is planning to provide with this new hospital are nothing short of extraordinary. These services would include greater access and more timely access to our Orthopedics & Sports Medicine providers.

I believe health care closer to home is better for everybody involved, and I hope you agree. Please support the families in our communities by supporting Mercy's hospital plan. Your support would make an immeasurable difference in so many lives.

Sincerely,

A handwritten signature in black ink that reads "John J. Barrett". The signature is written in a cursive style and is positioned above a horizontal line.

John J. Barrett
5316 Zamora Drive
St. Louis, MO 63128

SAM GRAVES
6TH DISTRICT, MISSOURI

1135 LONGWORTH HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-7041

Congress of the United States
House of Representatives
Washington, DC 20515-2506

11220 NORTH AMBASSADOR DRIVE, SUITE 234
KANSAS CITY, MO 64163
(816) 792-3976

411 JULES STREET, ROOM 111
ST. JOSEPH, MO 64501
(816) 749-0800

6079 COUNTY ROAD 425, P.O. BOX 364
HANNIBAL, MO 63401
(573) 221-3400

May 10, 2024

Ms. Alison Dorge
Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

RE: *Mercy Hospital Wentzville*

Dear Mrs. Dorge:

It has come to my attention that Mercy has applied for a Certificate of Need for the construction of a new hospital in Wentzville at the northwest corner of the intersection of Highways 64 and 70.

If awarded, this initiative, paired with Mercy Troy, represents a step forward in helping to ensure the rural healthcare needs of the North Missouri region are met efficiently and effectively.

Lincoln, Pike and surrounding counties have experienced significant growth and development over the years, leading to an increase in population and demand for quality healthcare. Adequate beds and healthcare services will ensure residents in the region have greater access to healthcare closer to home.

The commitment of Mercy to invest in expanding healthcare options in growing areas of North Missouri is to be commended. It is my hope that you will give the project full and fair consideration. Please keep my office informed of the progress of this CON application and notify me when a decision is made. If you have any questions, feel free to contact Henry Kane in my office at 202-225-7041 or henry.kane@mail.house.gov.

Sincerely,



Member of Congress

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MAY 22 2024

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

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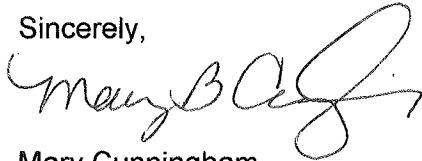
Dear Ms. Dorge:

As an educator at Mercy from St. Charles County, I am passionate about providing the highest quality care to every patient Mercy serves. Recently, Mercy announced its plan to build a new hospital campus in Wentzville. It would be outstanding to have Mercy care closer to home, and I encourage you to support this plan.

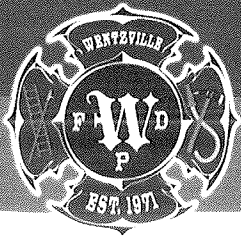
What a relief that patients in the area won't have to travel as far to get the quality care they need. Plus, those of us who live in St. Charles County can also work closer to home; reducing our drive time gives us more time with our families and puts less stress on traffic. You would be a champion for our families by doing everything you can to help make this hospital campus a reality.

Soaring population growth in St. Charles, Lincoln and Warren counties necessitate more health care services in the region. I hope you will support the people of the tri-county region by supporting Mercy's plan.

Sincerely,



Mary Cunningham
13 Eagles Landing Dr
St Peters MO 63376



WENTZVILLE FIRE PROTECTION DISTRICT

502 Luetkenhaus Blvd • Wentzville, Missouri 63385
Office: (636) 332-9869 • Fax: (636) 639-1364
www.wentzvillefire.org • www.facebook.com/WFPD98

May 23, 2024

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

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Dear Ms. Dorge:

I am writing to support Mercy's plan for a state-of-the-art hospital campus featuring a 75-bed hospital in Wentzville, and to encourage you to support it as well.

St. Charles County continues to experience soaring growth as Missourians relocate to our region to live, work, and raise their families. This increase in population requires increased access to quality healthcare services closer to where our constituents live—especially emergency services.

Mercy's new hospital campus will help our region meet these challenges by providing new, cutting-edge medical services. These services will include new emergency services, improved access to advanced diagnostic equipment, specialized treatment centers, and expanded patient capacity.

I fully support Mercy's hospital plan and urge you to take the necessary steps to approve it.

Sincerely,

Steven Mosher
Fire Chief

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

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Dear Ms. Dorge:

I heard Mercy has announced plans to build a new hospital campus in Wentzville. It would be wonderful to have access to Mercy's quality care closer to home. As a resident of St. Charles County, I am excited to learn I will have more choices when I need healthcare.

Making this plan a reality would mean many people from our area won't have to travel as far to get the quality care they need. You would be a champion for the area as well as the people who choose to live here by doing everything you can to help make this hospital campus a reality.

St. Charles, Lincoln and Warren countries are experiencing population growth necessitate more health care services in the region. I hope you will support the people in this area by supporting Mercy's plan.

Sincerely,

Merridith vonHartzsch
827 Autumn Grove Drive
O'Fallon, MO 63366



Mercy
Fertility Care Services
11700 Studt Ave.
Suite C
St. Louis, MO 63141
phone 314-991-0327
fax 314-692-8097
mercy.net

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

As a registered nurse at Mercy from St./ Charles County, I am passionate about providing the highest quality care to every patient I serve. Recently, Mercy announced its plan to build a new hospital campus in Wentzville. It would be outstanding to have Mercy care closer to home, and I encourage you to support this plan.

Making this plan a reality would mean many patients in the area won't have to travel as far to get the quality care they need. You would be a champion for these families by doing everything you can to help make this hospital campus a reality. Recently, when my daughter went into labor, we needed to drive 30 minutes to Mercy STL. This is a long way when you are in labor!

Soaring population growth in St. Charles, Lincoln and Warren counties necessitate more health care services in the region. I hope you will support the people of the tri-county region by supporting Mercy's plan. I hope to hear about this project moving forward soon.

Sincerely,

Kathy Graveman Vollmar
333 William Clark Drive
Dardenne Prairie, MO 63368

Kathy Graveman Vollmar RN BSN CFCE
Supervisor
Department of Fertility Care Services
Tuesday 8-4:30, Wed 8-4:30, Thursday 11-7:30

Mercy
11700 Studt Ave., Suite C | St. Louis, MO 63141
Office 314.991.0327 | Fax 314.692.8097



Find us at:
[Facebook](#) | [LinkedIn](#) | [Instagram](#) | mercy.net/fertilitycare |

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109



Dear Ms. Dorge:

I am writing to express my support for Mercy's new hospital campus in Wentzville. As someone who has lived in Lincoln County for 25 years, this new facility will only complement the already progressing health care options we have in the Lincoln County area.

The need for accessible, high-quality health care services is critical, especially in areas experiencing significant growth as we are here in the Tri-County area. When there are limited health care options close to where our citizens live, these limitations not only affect the health outcomes of our residents, but also hinder the economic development and overall quality of life in our region.

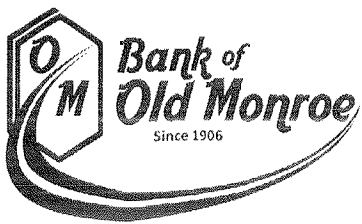
Mercy's new Wentzville hospital represents an outstanding opportunity to address these challenges and to better serve the evolving health care needs of our growing region. This hospital campus will have far-reaching positive impacts. Not only will it create jobs and stimulate economic growth in the area, but it will also attract health care professionals and specialists, further enhancing the overall quality of care available to residents.

We urge you to support Mercy's new hospital as an investment in the health and well-being of our community to create a stronger, more vibrant and resilient region. Given the anticipated future growth of our region of 9.5% over the next 8 years, this additional facility will certainly be utilized and let our residents receive additional care closer to home.

Sincerely,

A handwritten signature in black ink that reads "Justin St. Pierre". The signature is written in a cursive style with a large initial "J".

Justin St. Pierre



Old Monroe
PO Box 188
2100 Hwy C
Old Monroe, MO 63369
636 665 5601
Fax: 636 665 5998

Moscow Mills
PO Box 98
10 Freise Industrial Dr
Moscow Mills, MO 63362
636 356 4000
Fax: 636 356 9232

O'Fallon
PO Box 307
401 TR Hughes Blvd
O'Fallon, MO 63366
636 980 3585
Fax: 636 272 8554

Wentzville
PO Box 217
1093 Wentzville Pkwy
Wentzville, MO 63385
636-332-4906
Fax: 636-327-0485

Troy
100 Market Place Dr
Troy, MO 63379
636-528-7400
Fax: 636 295 4515

www.bankofoldmonroe.com



May 24, 2024

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

On behalf of Bank of Old Monroe, I am writing to provide my endorsement of Mercy's plan for a new hospital campus in Wentzville.

Our area's continued growth only increases the need for quality medical and health care services in our community. We need additional health care services closer to where our customers and families live, and Mercy's new hospital would help fulfill this need.

New services provided by Mercy with this hospital will include improved access to advanced diagnostic equipment, specialized treatment centers, emergency services and expanded patient capacity. Importantly, the residents of our region will be able to access these cutting-edge medical services closer to home.

Mercy's investment in this new Wentzville medical campus will also have positive outcomes for our local economy. It will generate new employment opportunities for medical professionals, construction workers, and support staff, generating economic growth and development in the region.

I strongly urge you to support Mercy's hospital plan, which holds significant promise for the health and prosperity of our city and region.

Sincerely,

Casey Hopkins
President

SARAH BURKEMPER, CPA



May 24, 2024

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I am writing to express my support for the construction of Mercy's new 75-bed hospital campus in our region. This initiative represents a significant step forward in addressing the growing health care needs of the area and ensuring access to quality medical services for our residents.

Over the years, Lincoln County and the entire region has experienced considerable growth and development, resulting in an increased demand for health care facilities and services. The construction of a new hospital in the area is essential to meeting these evolving needs and providing comprehensive care to our residents. Additionally, one of the greatest challenges in our county stems from lack of transportation. Having a hospital closer to our communities helps both patients and their loved ones as they navigate health concerns.

Mercy's commitment to building a new hospital campus offering state-of-the-art medical equipment and facilities will provide specialized services and treatment options, serving the diverse health care needs of our growing region.

Moreover, a new hospital will strengthen our region's reputation as a hub for health care excellence, attracting talented health care professionals and specialists to our community. This will further enhance the quality and diversity of health care services available to our residents, ensuring that more people can access the care they deserve closer to home.

Mercy's project is a testament to their commitment to our region in prioritizing the health and well-being of our people and ensuring a brighter and healthier future for generations to come. I urge the Committee to recognize the need for this hospital and to vote in support of this project. Thank you for your time and attention to this matter.

Sincerely,

Sarah Burkemper

Haverkamp House
Professional Offices
250 E Wood St.
Troy, MO 63379

PHONE (636) 462-2170, ext. 3
FAX (636) 528-2904
E-MAIL sarah@sarahbcpa.com

WARREN COUNTY AMBULANCE DISTRICT

Business: 636-456-8413

604 Fairgrounds Rd., Warrenton, Missouri 63383-4420
info@warrencountyambulance.com

Fax: 636-456-1147

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JUN 05 2024

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PROGRAM

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

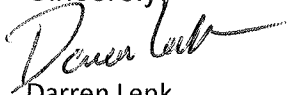
I am writing to support Mercy's plan for a state-of-the-art hospital campus featuring a 75-bed hospital in Wentzville and to encourage you to support it.

St. Charles County continues to experience soaring growth as Missourians relocate to our region to live, work, and raise their families. This population increase requires access to quality healthcare services closer to where our constituents live –especially emergency services.

Mercy's new hospital campus will help our region meet these challenges by providing new, cutting-edge medical services. These services will include new emergency services, improved access to advanced diagnostic equipment, specialized treatment centers, and expanded patient capacity.

I fully support Mercy's hospital plan and urge you to take the necessary steps to approve it.

Sincerely,



Darren Lenk

Chief

Warren County Ambulance District

636-456-8413 x 5 (office)

314-267-2602 (cell)

636-456-1147 (fax)

dlenk@warrencountyambulance.com (email)



Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge,

As a Family Nurse Practitioner at Mercy and an 18 year resident of Wentzville I am excited to hear about the tentative plans for a Mercy facility in Wentzville. It would be outstanding to have Mercy care closer to home serving the residents of St. Charles, Lincoln and Warren counties. Currently many patient's from this region travel over 30 miles to a Mercy facility for procedures or treatments.

Soaring population growth in St. Charles, Lincoln and Warren counties necessitate more health care services in the region. I hope you will support the people of the tri-county region by supporting Mercy's plan

Warm regards,

A handwritten signature in black ink, appearing to read 'Anne Phillips'.

Anne Phillips NP-C
506 Forest Park Drive
Wentzville MO 63385


CATHOLIC CHARITIES
ARCHDIOCESE OF SAINT LOUIS

4445 Lindell Blvd. | St. Louis, MO 63108
314.367.5500 | www.ccstl.org



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Member, Catholic Charities
Archbishop of St. Louis

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President, Catholic Charities

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I am writing to offer my full support and endorsement of Mercy's plan for a state-of-the-art medical campus featuring a 75-bed, next-generation complex in Wentzville addressing the soaring population growth in the state's tri-county area – encompassing St. Charles, Lincoln, and Warren counties.

This population increase means an increase in the need for quality medical and health care services in our community. Residents in this region of our state need greater access to care and additional health care services closer to where they live.

The construction of this hospital campus by Mercy will tackle these challenges head-on by providing cutting-edge medical services. The new hospital will create new service lines including cardiovascular, emergency services, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, and many others.

I hope you will support Mercy's new endeavor, which holds significant promise for the health, prosperity, and well-being of the tri-county region.

Sincerely,

Jared H. Bryson, M.Div., D.Min.
President & CEO

REAL PROPERTY PURCHASE AGREEMENT

THIS REAL PROPERTY PURCHASE AGREEMENT (this “*Agreement*”) is made and entered into as of the 21 day of JULY, 2023 (the “*Effective Date*”) by and among TRIAX WENTZVILLE, LLC, a Missouri limited liability company (“*Purchaser*”), and LINDENWOOD UNIVERSITY, LLC, a Missouri disregarded entity LLC (“*Seller*”).

RECITALS

A. Seller owns certain real property located in St. Charles County, Missouri, comprised of approximately .75 acres of land, commonly known and numbered as 1102 E. Pitman Ave., Wentzville, Missouri 63385 and being parcel ID 4-012C-8523-00-0001.0000000 (the “*Land*”).

B. Seller desires to sell, and Purchaser desires to purchase, the Land and its related improvements and appurtenances on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, the mutual covenants and promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Purchaser and Seller, the parties agree to the following terms and conditions:

Section 1. Purchase and Sale. Subject to the terms of this Agreement, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the following (collectively referred to as the “*Property*”):

1.1 **Land.** The entire fee simple interest in and to the Land which is depicted more particularly on Exhibit 1.1 attached hereto and incorporated herein by reference, together with all of the improvements of every kind and description now in, on, over and under the Real Property.

1.2 **Improvements.** The entire fee simple interest in and to all of the buildings, structures, fixtures and systems which are located on the Land (collectively referred to as “*Improvements*”).

1.3 **Appurtenances.** All of Seller’s right, title and interest in and to any rights, easements, hereditaments and privileges appurtenant to the Land including, without limitation, all rights, reversionary or otherwise, in the abutting public and private streets, rights-of-way, alleys and highways (collectively referred to as “*Appurtenances*”). The Land, Improvements and Appurtenances are collectively referred to hereinafter as the “*Real Property*.”

1.4 **Personal Property.** All of Seller’s right, title and interest in and to any tangible personal property located on the Land (other than property belonging to tenants)

or owned by Seller and used in connection with the ownership, use or operation of the Land and Improvements, including, without limitation, all fixtures; equipment; appliances; carpeting and other floor finishes; drapery, blinds, screens and other window treatments; trees, shrubs and other plantings; attached intercom and telecommunications systems; keys, locks, electronic pass-code devices and other entranceway security systems; hot water heaters and storage tanks; lighting fixtures; and smoke detectors and alarm systems, with the exception of Seller removing certain of the office and classroom furniture (collectively referred to as "***Personal Property***").

1.5 ***Contracts.*** All of Seller's right, title and interest in and to those certain contracts and agreements, if any, listed on Exhibit 1.5 attached hereto and incorporated herein by reference (collectively referred to as "***Contracts***"), except for any Contracts which Purchaser chooses, by written notice to Seller prior to the expiration of the Due Diligence Period (as hereinafter defined), not to assume.

1.6 ***Intangible Property.*** All of Seller's right, title and interest in and to the following property (collectively referred to as the "***Intangible Property***"): (a) all assignable tenant deposits, licenses and permits relating to the ownership, operation and development of the Real Property; (b) all rights to utilize and retain the name of each building making up the Improvements; and (c) all assignable guaranties and warranties received by Seller from any contractor, manufacturer or other person in connection with the acquisition, construction or operation of any of the Real Property.

Section 2. Purchase Price. In consideration of the transfer of the Property, Purchaser agrees to pay to Seller the sum of One Million and No/100 Dollars (\$1,000,000.00) (the "***Purchase Price***") as follows:

2.1 ***Deposit.*** On or before five (5) business days after the Effective Date, Purchaser shall deliver the sum of Zero Dollars (\$0.00) (the "***Deposit***") to St. Louis Title, LLC ("***Title Company***"). The Deposit will be applied to the Purchase Price at Closing or disbursed, with interest, to the party entitled to the Deposit as provided in this Agreement.

2.2 ***Balance of Purchase Price.*** The balance of the Purchase Price, subject to prorations and adjustments at Closing according to the terms of this Agreement, shall be paid by Purchaser to Seller at Closing by certified check or wire transfer of immediately available U.S. funds.

Section 3. Condition of Title to Real Property.

3.1 ***Title Commitment.*** On or before sixty (60) days after the Effective Date (the "***Title Commitment Deadline***"), Purchaser, at Purchaser's sole cost and expense, shall obtain from the Title Company a title insurance commitment issued by Title Company for an ALTA Form B owner's policy of title insurance proposing to insure Purchaser's fee simple ownership in the Real Property in the amount of the Purchase Price (the "***Title Commitment***"). The Title Commitment shall set forth the state of title

to the Real Property together with legible copies of all exceptions or conditions to such title, including, but not limited to, all easements, restrictions, rights-of-way, covenants, reservations and all other liens and encumbrances affecting the Real Property which would appear in an owner's policy of title insurance if issued.

3.2 **Survey.** On or before the Title Commitment Deadline, Purchaser, at Purchaser's sole cost and expense, may obtain an ALTA survey (the "**Survey**") of the Real Property. The Survey shall be prepared by a licensed surveyor; shall be currently dated; shall show, among other things, the location of the Land and all Improvements thereon, easements, roads and rights-of-way; where applicable shall provide the recording information for any and all recorded instruments and documents pertaining to any of the foregoing; shall show thereon a legal description of the boundaries of the Land by metes and bounds or other appropriate legal description; and shall show such other matters, and be in such form, as Purchaser may require.

3.3 **Review of Survey and Title Commitment.** If the Survey and/or Title Commitment discloses any matters which are unacceptable to Purchaser, Purchaser shall so notify Seller in writing ("**Title Objections**") on or before twenty (20) days following the Title Commitment Deadline (the "**Title Objection Deadline**"). Any matter contained or shown in the Title Commitment or the Survey to which Purchaser does not object prior to the Title Objection Deadline, except for any exceptions which constitute deeds of trust, mortgages, ground leases, construction or mechanic's liens or other monetary liens against the Real Property (collectively, "**Monetary Liens**"), shall be considered "**Permitted Exceptions**" and may appear as such in the owner's policy of title insurance and in the Warranty Deed delivered by Seller at Closing. Seller shall have ten (10) days from receipt of Purchaser's Title Objections to notify Purchaser in writing if it will cure Purchaser's Title Objections on or before Closing. If Seller fails to deliver such written notice to Purchaser or elects not to cure one or more of Purchaser's Title Objections, Purchaser shall have the right to elect to waive such Title Objections Seller will not cure and proceed to Closing in accordance with the terms of this Agreement or to terminate this Agreement and receive a refund of its Deposit. Such election shall be made by delivery of written notice thereof to Seller within five (5) days after Seller elects not to or is deemed to have elected not to cure Purchaser's Title Objections, and failure to deliver written notice to Seller within such five (5) day period shall be deemed to be an election to terminate this Agreement.

3.4 **Permitted Encumbrances.** Seller shall convey to Purchaser good and clear record and marketable fee simple title to the Real Property, free and clear of all liens, mortgages, encroachments, betterments, assessments, leases, tenancies, parties in possession, restrictions, easements and other encumbrances, excepting only the following items which shall collectively be referred to as the "**Permitted Encumbrances**": (a) all real estate taxes, assessments, water and sewer charges which are not due and payable as of the Closing Date; (b) the Contracts; (c) applicable laws and regulations of any governmental authority in effect as of the Closing Date, including building and zoning laws; and (d) the Permitted Exceptions.

3.5 ***Seller's Failure to Cure Title Objections.*** In the event Seller fails to cure, by the Closing Date, any of Purchaser's Title Objections which Seller elected to cure pursuant to Section 3.3 above, then Purchaser shall have the right to elect to waive such Title Objections Seller will not cure and proceed to Closing in accordance with the terms of this Agreement or to terminate this Agreement and receive a refund of its Deposit. Such election shall be made by delivery of written notice thereof to Seller no later than the scheduled Closing Date. In such event, the Deposit shall immediately be refunded in full to Purchaser and neither party shall have any further obligation or liability to the other under this Agreement except for those provisions which specifically survive the termination of this Agreement.

3.6 ***Monetary Liens.*** Seller may, at Closing, use the purchase money or any portion thereof to clear the Property's title of any or all Monetary Liens, provided that all instruments releasing such encumbrances are recorded simultaneously with the Closing or arrangements are made for the recording of such releasing instruments within a reasonable period of time following the Closing in accordance with conveyancing practices in the state in which the Property is located and Purchaser is able to obtain the commitment of Title Company to insure over such Monetary Liens.

Section 4. Purchaser's Investigations.

4.1 ***Seller's Deliverables.*** Within ten (10) business days after the Effective Date, Seller shall deliver to Purchaser a true and accurate copy of all surveys, soils and environmental studies, title policies and copies of exception documents with respect to the title or physical condition of the Property in Seller's possession or control (collectively referred to as "***Seller's Deliverables***"), including but not limited to true, correct and complete copies of all of the Contracts.

4.2 ***Access; Inspection.*** From and after the Effective Date and at all times during the term of this Agreement, Purchaser and its agents and representatives shall be entitled to enter upon the Real Property (including entry into all Improvements) for inspection, survey, soil tests, examination, land use planning, and such other matters and investigations as Purchaser deems necessary and appropriate in Purchaser's sole judgment, all at Purchaser's sole cost and expense. Purchaser shall use reasonable efforts to ensure that its exercise of such right of entry does not unreasonably interfere with Seller's business or the business of any tenants on the Real Property. Purchaser will coordinate its activities with a designated representative of Seller, and may contact tenants of the Real Property through such designated representative. Purchaser hereby covenants and agrees to indemnify and hold Seller harmless from any and all loss, liability, costs, claims, demands, damages, actions, causes of action, and suits (including without limitation, litigation costs and reasonable attorneys' fees) arising out of the exercise by Purchaser of Purchaser's right of entry under this Section 4.2.

4.3 ***Due Diligence Period.*** Purchaser shall have a period of sixty (60) days from the Effective Date in which to review and examine the Property (the "***Due Diligence Period***"); provided, that in the event that Purchaser elects to obtain an

appraisal of the Real Property and such appraisal has not been completed prior to the end of such period, the Due Diligence Period shall be extended until five (5) business days following receipt of the appraisal. At any time prior to the expiration of the Due Diligence Period, Purchaser may terminate this Agreement in its sole discretion, for any reason or no reason, by delivering written notice to Seller. In such event, the Deposit plus interest shall immediately be refunded in full to Purchaser and neither party shall have any further obligation or liability to the other under this Agreement except for those provisions which specifically survive the termination of this Agreement.

Section 5. Lease Information. Intentionally omitted.

Section 6. Representations and Warranties.

6.1 ***Seller's Representations and Warranties.*** In order to induce Purchaser to purchase the Property, Seller warrants and represents to Purchaser the following are true and correct as of the Effective Date of this Agreement and shall be true and correct as of the Closing Date:

(a) Seller is validly existing and in good standing under the laws of Seller's state of organization, is duly qualified to conduct business in the state in which the Real Property is located, has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the performance by Seller of its obligations under all documents, including this Agreement, executed or to be executed by Seller which are to be delivered to Purchaser prior to or at Closing: (i) have been or will be duly authorized by all requisite corporate action (including the execution of this Agreement by a duly authorized signatory of Seller), (ii) are or will be legal, valid, and binding obligations of Seller sufficient to convey title (if they purport to do so), and (iii) do not or will not violate or result in any breach or default of any provisions of any agreement to which the Seller is a party or to which it is subject, or any law, regulation, order, judgment, writ, injunction or decree of any court or governmental authority having jurisdiction over Seller or the Property.

(b) Seller owns the Real Property in fee simple absolute, free and clear of any liens, claims or encumbrances except for the Permitted Encumbrances and any Monetary Liens to be paid and released by Seller at Closing, and no person or entity other than Seller has any basis to assert any right, title or interest in, or right to possession, use, enjoyment or proceeds of, the Property or any portion thereof, other than any easement rights or other rights included in the Contracts and Permitted Exceptions.

(c) Seller has received no notice from any governmental authority of any proposed condemnation or special assessment of any portion of the Real Property. Seller has not received any notice that the Real Property or the use thereof is in violation of or in noncompliance with any governmental requirements, codes, ordinances, regulations or laws.

(d) There are no outstanding accounts payable, mechanics' liens or rights to claim a mechanics' or other lien in favor of any materialman, laborer or any other person or entity in connection with labor or materials furnished to or performed on any portion of the Real Property at the request of or pursuant to an agreement with Seller; no work has been performed or is in progress nor have materials been supplied to the Real Property or agreements entered into by Seller for work to be performed or materials to be supplied to the Real Property at the request of or pursuant to an agreement with Seller prior to the date hereof, which will not have been fully paid for on or before the Closing Date or which might provide the basis for the filing of such liens against the Real Property or any portion thereof. Seller shall be responsible for any and all claims for mechanics' liens and accounts payable that have arisen or may subsequently arise due to agreements entered into by Seller for and/or any work performed on or materials supplied to the Real Property at Seller's request or pursuant to an agreement with Seller prior to the Closing Date.

(e) There are no suits, actions, hearings, claims, causes of action or other litigation or proceedings pending or threatened with respect to Seller or Seller's ownership, operation or the condition of the Real Property or any part thereof (including disputes with mortgagees, governmental authorities, utility companies, contractors, adjoining land owners or suppliers of goods or services), except for claims that are fully insured and as to which the insurer has accepted defense without reservation. Seller has not been the subject of any suit, action, hearing, claim, arbitration proceeding, governmental investigation or other legal or administrative proceeding, or any order, decree, or judgment relating to the condition of the Real Property or any part thereof. Sellers are not in default with respect to any judgment, order, writ, injunction or decree of any court;

(f) There are no existing or pending special assessments, fees, or other obligations affecting the Real Property, including without limitation, impact fees, solid waste fees, reservation fees, aid-in-construction fees, utility connection fees, sewer or water assessments, fees for roadway and traffic improvements, or other development obligations which may be assessed by any governmental or quasi-governmental authority, water or sewer authority, solid waste authority, drainage district, street lighting district, or any other special taxing district, nor does Seller have any knowledge of any pending or proposed assessment for public improvements which might result in such being contemplated. Seller shall be liable for any assessments affecting the Real Property that are certified, confirmed, or ratified prior to the Closing Date;

(g) Seller has entered into no contracts for the sale or lease of, nor given any option to purchase or lease, all or any portion of the Real Property; nor has Seller entered into any contracts, leases or use agreements with respect to any portion of the Real Property which will survive the Closing except as otherwise permitted pursuant to the terms of this Agreement, and Seller shall not do any of

the foregoing prior to Closing without the express written consent of Purchaser in every instance, which consent shall not be unreasonably withheld, conditioned or delayed.

(h) Seller has no knowledge of any default, has received no notice of default relative to any of the Contracts and has no knowledge of any facts which, with the passage of time or the giving of notice would result in a default thereunder;

(i) Neither the Real Property to the best of Seller's knowledge, nor Seller's ownership, use or occupancy of the Real Property, are in violation of, nor subject to any pending or threatened investigation or inquiry, nor to any remedial obligations under, any Environmental Laws, as defined below. To the best of Seller's knowledge, no Hazardous Materials, as defined below, have been used, handled, manufactured, generated, produced, stored, treated, processed, transferred, disposed of or otherwise Released (as defined below) in, on, under, from or about the Property. To the best of Seller's knowledge, no underground or above ground storage tank (each, a "UST" or "AST") is now or has ever been located upon the Property. To the best of Seller's knowledge, there is no asbestos, mold or radon present on the Property. For purposes of this Section, "Environmental Laws" means any federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, relating to Hazardous Materials or USTs and/or the protection of human health or the environment by reason of a Release or a threatened Release of Hazardous Materials or relating to liability for or costs of remediation or prevention of Releases. "Environmental Laws" includes, but is not limited to, the following statutes, as amended, any successor thereto, and any regulations promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations and the like addressing similar issues: the Comprehensive Environmental Response, Compensation and Liability Act; the Emergency Planning and Community Right-to-Know Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act (including, but not limited to, Subtitle I relating to USTs); the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act; the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; the National Environmental Policy Act; and the River and Harbors Appropriation Act. For purposes of this Section, "Hazardous Materials" means (a) any toxic substance or hazardous waste, substance or related material or any pollutant or contaminant; (b) radon gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contains dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent, or any "petroleum" and "petroleum-based substances" or any similar terms described or defined in any Environmental Laws and any applicable federal, state, county or local laws applicable to or regulating USTs; and (c) any substance, gas, material or chemical that is or may be defined as or included in the definition of "hazardous

substances,” “toxic substances,” “hazardous materials,” hazardous wastes” or words of similar import under any Environmental Laws. For purposes of this Section, “Release” means any presence, release, deposit, discharge, emission, leaking, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Materials;

(j) Seller is in full compliance with all applicable federal, state, and/or local laws, rules, regulations and ordinances, including without limitation, all laws, rules, regulations, and ordinances relating to taxation; and,

(k) Seller has not received any notice and is not otherwise aware of any unsafe or other condition which presents risk of injury to persons or loss of or damage to property affecting or concerning the Property. To Seller's knowledge, all components of the Property, including but not limited to the walls, floors, ceilings, wall and floor coverings, windows, doors, lighting, cabinetry and other fixtures, appliances and all mechanical systems (including without limitation heating, ventilation, air-conditioning, plumbing, sewage drainage, electrical and any other utilities) serving the Property are in good working order, repair and condition, are fully operable and free from any material defect, and are adequate to service the requirements of the Property and Purchaser’s intended use. There are no unsatisfied requests for repairs, restorations or improvements from any person, entity or authority (including without limitation condominium or owners associations, property managers, owners of other units within the building of which the Property is a part, lenders or governmental authorities) which either (i) were received within the twelve (12) month period prior to the Effective Date hereof, whether or not such requests have been satisfied, or (ii) have not yet been fully satisfied by Seller; and

(l) Seller does not presently have, and has not had, any financial interest in any supplier or provider, or in any property owned jointly with or leased by any supplier or provider, of health care products and services to which Seller or Purchaser refers patients. For purposes hereof, a financial interest shall include any type of investment interest. Seller has carefully evaluated the value of the Property and determined that the Purchase Price accurately reflects fair market value of the Property. Seller agrees not to challenge the Purchase Price and to support and not dispute the Purchase Price should the same be challenged by others; and

(m) On the Closing Date, there shall have been no material adverse change in the condition of the Property.

6.2. ***Seller’s Indemnity.*** Seller shall protect, defend, indemnify and hold harmless Purchaser and Purchaser’s officers, directors, agents, employees, successors and assigns and any successors to Purchaser’s interest in the Property (collectively, the “***Indemnitees***”) from and against all liabilities, losses, costs, obligations, demands, suits, liens, damages, fines, assessments, penalties, forfeitures, actions, defenses, administrative

proceedings, judgments, orders, equitable relief, expenses, attorneys' fees and expenses and claims of any kind or nature whatsoever (whether foreseeable or unforeseeable, contingent or noncontingent, or arising out of contracts entered into or indemnifications provided by Indemnitees or otherwise) (collectively, the "Liabilities") incurred, sought from or asserted against Indemnitees in connection with, in whole or in part, directly or indirectly, the breach of any representation, covenant or agreement of Seller contained in this Agreement. The representations, warranties and indemnities of Seller contained herein shall survive Closing or the expiration or other termination of this Agreement.

6.3. ***Purchaser's Representations and Warranties.*** Purchaser warrants and represents to Seller that Purchaser is validly existing and in good standing under the laws of Purchaser's state of organization, and all documents, including this Agreement, executed or to be executed by Purchaser, which are to be delivered to Seller prior to or at Closing, have been or will be duly authorized, executed and delivered by Purchaser and are or will be legal, valid and binding obligations of Purchaser, and will not violate any provisions of any agreement to which Purchaser is a party or to which it is subject; and that Purchaser has full right, power and authority, without the necessity, consent or approval of any other person or entity, to enter into this Agreement and perform its obligations hereunder.

6.4. ***Purchaser's Indemnity.*** Purchaser shall protect, defend, indemnify and hold harmless Seller from all claims made and losses suffered in connection with the inaccuracy of the representations and warranties set forth in Section 6.3. The representations, warranties and indemnities of Purchaser contained herein shall survive Closing or the expiration or other termination of this Agreement.

6.5 ***Rules Regarding Indemnification.*** The obligations and liabilities of each indemnifying party hereunder with respect to claims resulting from the assertion of liability by the other party or third parties shall be subject to the following terms and conditions:

(a) The indemnified party shall give written notice to the indemnifying party within ninety (90) days of learning of any claim which might give rise to a claim by the indemnified party against the indemnifying party based on the indemnity agreements contained in Sections 6.2 and 6.4, respectively, stating the nature and basis of said claim and the amounts thereof, to the extent known.

(b) The indemnified party shall not make any settlement of any claims without the written consent of the indemnifying party, which consent shall not be unreasonably withheld or delayed.

(c) Unless the indemnifying party is contesting in good faith a claim involving the indemnified party, any amounts owing to the indemnified party pursuant to the provisions of this Section 6 shall be due and payable on the thirtieth (30th) business day following the indemnifying party receiving notice of a claim thereunder.

Section 7. Conditions to Closing.

7.1 ***Conditions Precedent to Purchaser's Obligation.*** Purchaser shall not be obligated to proceed with Closing until all of the following conditions have been satisfied or waived in writing by Purchaser, in its sole discretion:

(a) delivery by Seller of a general warranty deed, duly executed and acknowledged, conveying all of Seller's right, title and interest in and to the Real Property to Purchaser free and clear of any and all liens, encumbrances, covenants, conditions and restrictions, except for the Permitted Exceptions, and otherwise in a form reasonably acceptable to Purchaser;

(b) delivery by Seller of a duly executed Assignment and Assumption Agreement relating to the Contracts listed in Exhibit 1.5 and any other Contract entered into prior to Closing in accordance with this Agreement, in a form reasonably acceptable to Purchaser, if any, (the "***Assignment and Assumption Agreement***");

(c) Purchaser shall have approved the status of title to the Real Property pursuant to this Agreement, and Title Company shall have committed to issue Purchaser the ALTA Form B owner's policy of title insurance contemplated by the Title Commitment with such customary endorsements as Purchaser may reasonably request, subject only to the Permitted Exceptions (the "***Title Policy***");

(d) all representations, warranties and covenants of Seller set forth herein shall be true and correct as of the Closing Date, and Seller shall deliver to Purchaser on the Closing Date a certificate stating that all such representations, warranties and covenants remain true and correct in all material respects at and as of the Closing Date;

(e) at least five (5) days prior to the Closing Date, Seller shall have delivered to Purchaser the Estoppel Certificates, which shall not disclose matters not previously disclosed to Purchaser and which in the aggregate would not have a material adverse effect on the value of the Property;

(f) Seller shall have delivered to Purchaser a "nonforeign" certificate pursuant to Treas. Reg. § 1.14452T(b)(2), in the form reasonably required by Title Company and Purchaser;

(g) Seller shall have delivered to Purchaser such further documents as reasonably may be required in order to obtain the Title Policy and fully and legally close the transaction;

(h) all agreements and conditions required to be performed or complied with by Seller prior to or at the time of Closing in connection with the

transaction shall have been duly performed or complied with by Seller prior to or at such time or waived by Purchaser in its sole discretion;

(i) Seller shall have obtained any necessary approval of its Board of Trustees and/or its Officers;

(j) As of the Closing Date, there shall be no judgment, decree, injunction, ruling, or order of any court, governmental department, commission, agency or instrumentality outstanding against Seller which prohibits, restricts, or delays the transfer of the Property. No other action or proceeding before any court will be pending wherein an unfavorable judgment, decree, or order would prevent the consummation of, declare unlawful, delay or threaten in any way, the transactions contemplated hereby, or which might affect the right of Purchaser to own, control or purchase the Property;

(k) The parties shall have obtained all applicable regulatory licenses, permits, approvals, or determination or certificates of need required for Purchaser to acquire the Property; and,

(l) Seller shall have obtained any and all consents, approvals, and authorizations of third parties which are necessary for the execution, delivery and consummation of this Agreement and all other agreements and documents executed in connection with this Agreement, including without limitation, those necessary for the assignment of those Contracts listed on Exhibit 1.5.

7.2 Conditions Precedent to Seller's Obligation. Seller shall not be obligated to proceed with Closing until all of the following conditions have been satisfied or waived in writing by Seller, in its sole discretion:

(a) Purchaser shall have delivered to Seller the balance of the Purchase Price, as adjusted at Closing pursuant to the terms of this Agreement; and

(b) Purchaser shall have delivered to Title Company such further documents as reasonably may be required in order to fully and legally close this transaction.

Section 8. Closing. The Closing shall occur not later than thirty (30) days after the expiration of the Due Diligence Period (the "**Closing Date**"), unless otherwise extended by mutual agreement of Purchaser and Seller. The Closing shall occur on the Closing Date at the offices of Title Company unless another place of Closing is mutually agreed to by Seller and Purchaser or may be closed by way of escrow with each party instructing Title Company to perform the Closing per its written instructions in accordance with the terms and conditions of this Agreement.

Section 9. Closing Costs. The costs of Closing shall be paid at or prior to the Closing Date by and among the parties as follows:

9.1 **Title Policy.** Seller and Purchaser shall each pay 50% of the cost of the premium for the Title Policy.

9.2 **Escrow Fee.** Seller and Purchaser each shall pay 50% of the cost of any escrow closing fee charged by Title Company to close the transaction

9.3 **Documentary Stamps; Lien Release Costs.** Seller shall pay the cost of any documentary stamps to file the Deed and all costs to release any liens.

9.4 **Recording Costs.** Purchaser shall pay the cost of recording the Deed.

Section 10. Deposit; Default and Remedies. Unless otherwise set forth elsewhere in this Agreement:

10.1 **Seller Default.** If Seller shall be obligated by the provisions of this Agreement to close the sale of the Property and shall fail to close the same, Purchaser may (i) obtain a refund of the Deposit plus accrued interest and shall receive its reasonable out-of-pocket expenses incurred in connection with the Property or this Agreement, provided that in such event, Purchaser shall provide Seller with reasonable documentation of such expenses, or (ii) enforce specific performance of this Agreement; provided, that if Purchaser seeks specific performance and itself determines or it is judicially determined that such remedy is not available, Purchaser shall have the option to pursue the remedy described in (i) above. Return of the Deposit and reasonable out-of-pocket expenses or specific performance shall be Purchaser's sole remedy if Seller defaults under this Agreement.

10.2 **Purchaser Default.** If Purchaser shall be obligated by the provisions of this Agreement to close the purchase of the Property and shall fail to close, Seller shall be entitled to terminate this Agreement and receive immediate full cash payment of the Deposit as liquidated damages and the parties will have no further rights, duties or obligations to the other as a result of this Agreement. Retention of the Deposit shall be Seller's sole and exclusive remedy hereunder in the event of such breach by Purchaser, and Seller hereby waives all other remedies, including specific performance.

10.3 **Failure to Close by Closing Date.** If neither party is obligated by the provisions of this Agreement to close the purchase and sale of the Property by the Closing Date and Closing has not otherwise occurred by such date, either party shall have the right to terminate this Agreement in its sole discretion for any reason or no reason at all, and in the event of such termination, neither party shall have any further liability under this Agreement except as otherwise expressly set forth herein. In such event, the Deposit shall be returned to Purchaser.

Section 11. Risk of Casualty Loss. From the date hereof until Closing, Seller shall continue to maintain the Real Property in good condition and repair and promptly notify Purchaser of the occurrence of any event known to it which materially affects the value or utility of the Real Property. Notwithstanding anything herein to the contrary, from and after the date hereof until the Closing Date, Seller is considered the owner of the Real Property for all purposes and shall be entitled to receive all insurance proceeds and/or condemnation awards that may become payable with respect thereto. Any and all risks associated with ownership of the Real Property shall be borne by Seller from the date hereof until Closing. If the Real Property or any portion thereof is damaged or condemned (or conveyed in lieu thereof) prior to the Closing Date, Purchaser may, at its election (a) terminate and cancel this Agreement, in which event Purchaser shall obtain the Deposit without any additional release from Seller being necessary, and Seller and Purchaser shall be relieved and discharged of any further liability or obligation under this Agreement, except as otherwise expressly set forth herein or (b) proceed to Closing and receive all insurance proceeds and condemnation awards via assignment from Seller.

Section 12. Covenants of Seller Prior to Closing. From and after the Effective Date through the Closing, unless Purchaser's prior written consent is first obtained, Seller:

12.1 **No Transfer.** Will not transfer any part of the Real Property or create on the Real Property any easements or mortgages which will survive the Closing or permit any changes to the zoning or other land use classification of the Land,;

12.2 **No New Contracts or Agreements.** Will not modify or terminate any Contracts or enter into any new leases or contracts without the express prior written approval of Purchaser in each instance except as otherwise expressly permitted herein. Seller will not accept any prepayments under any Lease unless Purchaser consents thereto in advance in writing in each instance. Seller shall defend and indemnify Purchaser from and against any and all suits, claims, losses and expenses accruing or arising prior to Closing under any Contracts.

12.3 **Other Contracts.** Except as to the Contracts listed on Exhibit 1.5 and any Contracts entered into after the Effective Date which Purchaser has agreed to assume at Closing, Seller, at its sole cost and expense, shall terminate all property management agreements, leasing agreements, service contracts or other contracts or agreements with respect to the Real Property as of the Closing and Purchaser shall not be obligated to assume any obligations thereunder.

12.4 **Continued Operation.** Will continue to insure, operate, maintain, repair, market and lease the Real Property in a manner consistent with Seller's practices prior to the Effective Date;

12.5 **Compliance.** Comply in all material respects with the terms of the Contracts and any easement, covenants, conditions or other agreements affecting the Real Property; and

12.6 **Notices to Purchaser.** Immediately provide Purchaser with copies of any notices of default to or from a tenant and any notice from any tenant exercising any of its rights under its Lease, any notices of default to or from any party to any Contract and any notices of violation or noncompliance with applicable law or condemnation or rezoning notices from any governmental authority.

Section 13. Prorations. Prorations shall be made as of the Closing Date as follows:

13.1 **Real Property Taxes.** All general real property tax assessments against the Real Property which become delinquent in the year in which Closing takes place, if any, shall be treated as though all are current taxes, and those taxes shall be prorated between Seller and Purchaser as of the Closing Date. Seller shall be responsible for paying all other taxes, special assessments (all installments), insurance premiums, utilities bills and fees and any other costs relating to the Real Property or the ownership thereof for the period prior to Closing.

13.2 **Utilities and Insurance.** Utility bills or charges, where applicable, shall be prorated as of the Closing Date. To the extent reasonably possible, Seller and Purchaser shall have utility meters read the day preceding the Closing Date. Seller shall be responsible for paying all utility bills or charges which accrued against the Property prior to the Closing Date and Purchaser shall be required to pay all utility bills accruing against the Property on or subsequent to the Closing Date, with any charge for which a reading could not be made as of the day preceding the Closing Date being prorated as of the Closing Date using an estimate based on the most recent reading for such utility. Purchaser shall secure its own insurance on the Real Property as of the Closing Date, and Seller shall cancel all existing insurance policies as of the Closing Date. Purchaser and Seller shall, before and after the Closing, reasonably cooperate with each other in connection with this Section 13.2.

13.3 **Income and Expenses.** The parties agree that, except as otherwise specifically stated elsewhere in this Agreement, all income and expenses (including, without limitation, owners' association or similar dues, fees and assessments) of the Property are intended to be prorated as of the Closing Date. Purchaser shall be deemed the owner of the Property, for the purpose of such calculation, for the entire Closing Date. Income shall include all revenue of Seller derived from the operation of the Property. Expenses shall include all expenses from the operation of the Property. Any income received by Seller for any period on or after the Closing Date shall appear on the closing statement as a credit to Purchaser. Expenses actually paid by Seller prior to the Closing in payment for any period on or after the Closing Date shall appear on the closing statement as a credit to Seller.

13.4 **Post-Closing Reconciliation.** Purchaser and Seller agree to provide each other with books, records and other information necessary to calculate the prorations in accordance with this Section 13 and will use their reasonable good faith efforts to make all necessary calculations on or before the Closing Date. To the extent that the prorations described herein are not capable of being calculated as of the Closing Date, the parties

Section 15. Commissions. Purchaser and Seller each warrants and represents that it has not had any dealings with any real estate broker, finder or other person with respect to this Agreement. Purchaser and Seller each agrees to indemnify and defend the other with respect to any commission, fee or compensation asserted by any real estate broker, agent or salesperson claiming to have been engaged by or working for the indemnifying party, other than the Brokers. The parties' obligations under this Section 15 shall survive the Closing.

Section 16. Public Announcements. Any public announcement, press release or similar publicity with respect to this Agreement or the transactions described herein will be issued, if at all, at such time and in such manner as Purchaser determines. Except with the prior consent of Purchaser or as permitted by this Agreement, neither Seller nor any of its employees, representatives or agents shall disclose to the public or any third party any information about the transactions described herein, including the execution of this Agreement or any of the terms hereof.

Section 17. Miscellaneous.

17.1 **Complete Agreement; Counterparts.** This Agreement embodies the complete agreement between the parties hereto and cannot be varied or terminated except by the written agreement of the parties. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

17.2 **Parties Bound.** This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser, and their respective heirs, personal representatives, successors and assigns.

17.3 **Assignment.** Neither party shall assign this Agreement or such party's rights and obligations hereunder without the prior written consent of the other party; provided, that Purchaser may assign its rights and obligations under this Agreement, without the prior written consent of Seller, to an affiliated entity controlled by Purchaser and established to purchase the Property.

17.4 **Time.** Time is of the essence of this Agreement.

17.5 **Dates.** If the final day of a period or date of performance under this Agreement falls on a Saturday, Sunday or legal holiday, then the final day of the period or the date of performance shall be deemed to fall on the next day which is not a Saturday, Sunday or legal holiday.

17.6 **Governing Law.** This Agreement is to be governed by and construed in accordance with the laws of the state in which the Property is located without reference to choice of law or conflict of law principles.

17.7 **Confidentiality.** Purchaser and Seller hereby agree and covenant that they each will maintain the confidentiality of this Agreement and its terms and conditions by

assuring that, except as required by law, this Agreement and its terms and conditions will not be viewed by, or otherwise conveyed in any manner to, a third party other than legal counsel or an employee or agent of Purchaser or Seller from whom advice is required in connection with the sale and purchase of the Property and who also agrees to maintain the confidentiality of this Agreement and its terms and conditions.

17.8 **Expenses.** Each party shall pay all costs and expenses incurred or to be incurred by him, her, or it in the negotiation and preparation of, in closing, and carrying out the transactions contemplated by this Agreement.

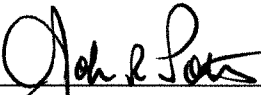
Section 18. Title Company. Title Company is authorized and agrees by acceptance hereof to promptly deposit the Deposit as provided in this Agreement and to hold the same in escrow and to disburse the same, subject to clearance thereof, in accordance with the terms and provisions of this Agreement. Title Company agrees to perform its duties as required in this Agreement. Seller and Purchaser agree that Title Company shall not be liable for any action taken in good faith. In the event Title Company is in doubt as to its duties or liabilities under the provisions of this Agreement, then Title Company may, in its sole discretion, continue to hold any funds which have been delivered to it until the parties mutually agree as to the distribution thereof or until a judgment of a court of competent jurisdiction determines the rights of the parties thereto. Alternatively, Title Company may deposit all of the funds then being held pursuant to the terms of this Agreement with the clerk of the court of appropriate jurisdiction, and upon notifying all parties concerned of such action, Title Company shall have no liability by reason of its acting as an Title Company hereunder, except to the extent of accounting for any funds previously delivered out of escrow.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this document on the dates written below.

SELLER:

LINDENWOOD UNIVERSITY, LLC

By 
Name John E. Porter
Title President
Date July 21, 2023

PURCHASER:

TRIAx WENTZVILLE, LLC
a Missouri limited liability company

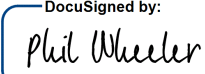
By 
Name Philip Wheeler
Title Senior VP - General Counsel
Date 7/29/2023

EXHIBIT 1.1

DEPICTION OF LAND



EXHIBIT 1.5

CONTRACTS

[Identify only those contracts that will be assumed by Purchaser at Closing and which relate solely to the operation of the Real Property. Applicable contracts may include property management agreements, maintenance contracts, security monitoring contracts, insurance policies, elevator service contracts, HVAC service contracts and landscaping service agreements.]

EXHIBIT 5.1

RENT ROLL

EXHIBIT 5.2

FORM OF ESTOPPEL CERTIFICATE

RE: Lease dated _____ (the "Lease") for _____
(the "Property")

The undersigned certifies to _____, a _____ corporation
("Purchaser") and acknowledges and agrees that:

1. The following information concerning the Lease is true and correct:

Landlord: _____
Tenant: _____
Premises: Suite _____
Rentable Square Feet: _____
Amendments, Modifications, Assignments or Assumptions:

Guaranty: _____
Commencement Date: _____
Expiration Date: _____
Renewal Option(s): _____
Monthly Rent under the Lease:
Base Rent: \$ _____
Common Area Maintenance: \$ _____
Tenant's Pro Rata Share, if applicable: _____ %
Real Estate Taxes: \$ _____
Insurance: \$ _____
Scheduled Base Rent Adjustments: _____
Amount of Security Deposit: \$ _____

2. The Lease contains the entire agreement between Landlord and Tenant with respect to the subject matter thereof, has not been modified or amended except as indicated above, no options to purchase or rights of first refusal are contained therein, and there are no other agreements between them, oral or written, regarding the Premises or the Property.

3. The Lease is presently in full force and effect in accordance with its terms and Tenant has accepted the Premises.

4. All rent and additional rent payable under the Lease as of the date of this letter has been paid in full and no rent or additional rent to become payable under the Lease has been paid more than 30 days in advance.

5. No party to the Lease is in default thereunder, and no event has occurred which, with the giving of notice or the passage of time, or both, would constitute a default thereunder.

6. Tenant has no counterclaims, defenses or offsets to its obligations under the Lease or to the enforcement of any of the landlord's rights thereunder.

7. Except as provided below, Landlord has completed all alterations, additions, painting and refurbishing to the Premises and the Property required to be performed by Landlord, and there are no rent concessions, rebates, free rents or similar inducements except as set forth in the Lease.

Incomplete Landlord Alterations: _____

8. The Lease is subject and subordinate to any and all existing and future mortgages and any ground lease of the Premises.

Tenant acknowledges that Purchaser has requested this Estoppel Certificate in connection with a proposed acquisition of the Property, and that Purchaser may rely on the information set forth in this letter.

TENANT:

By: _____

Name: _____

Title: _____

Date: _____

REAL PROPERTY PURCHASE AGREEMENT

THIS REAL PROPERTY PURCHASE AGREEMENT (“Agreement”) is made and entered into this 2nd day of February, 2024 (the “**Effective Date**”), by and between Wentzville Hospitality LLC, a Missouri limited liability company (referred to herein as “**Seller**”) and Tea Properties Missouri, LLC, a Missouri limited liability company, its successors and assigns (referred to herein as “**Purchaser**”).

RECITALS

A. Seller owns certain real property located in St. Charles County, Missouri, comprised of approximately 1.86 acres of land, located at Wagner Street and Church Street, Wentzville, Missouri (the “**Land**”), with a Parcel ID of 4-018A-S025-00-0025.1000000.

B. Seller desires to sell the Land and its related improvements and appurtenances to Purchaser and Purchaser desires to purchase the same from Seller, all on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF the foregoing recitals, which are incorporated herein, and the mutual covenants and conditions contained herein, Seller and Purchaser agree as follows:

Section 1. Purchase and Sale. In accordance with and subject to the terms and conditions hereof, on the date of Closing, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the following (collectively referred to as the “**Property**”): (i) the Land (the exact legal description for the Land to govern); (ii) all of the buildings, structures and improvements which are located on the Land (collectively referred to as “**Improvements**”); and (iii) all rights, easements and privileges appurtenant to the Land (collectively referred to as “**Appurtenances**”).

Section 2. Purchase Price. In consideration of the transfer of the Property, Purchaser agrees to pay to Seller the sum of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) (the “**Purchase Price**”) as follows:

2.1 **Deposit.** On or before five (5) days after the Effective Date, Purchaser shall deliver the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) (the “**Deposit**”) to St. Louis Title, LLC (“**Title Company**”). The Deposit will be applied to the Purchase Price at Closing or disbursed to the party entitled to the Deposit as provided in this Agreement. Notwithstanding anything herein to the contrary, one-half of the Deposit, being Twenty-five Thousand and No/100 Dollars (\$25,000.00) shall become immediately nonrefundable to Purchaser upon Deposit with the Title Company. In the event Purchaser elects to extend the Due Diligence Period, as set forth in Section 4.3 below, the remaining one-half of the Deposit shall become nonrefundable to Purchaser; provided, however, the Deposit shall remain applicable to the Purchase Price.

2.2 **Balance of Purchase Price.** The balance of the Purchase Price, subject to prorations and adjustments at Closing according to the terms of this Agreement, shall be paid by Purchaser to Seller at Closing by wire transfer of immediately available U.S. funds.

Section 3. Condition of Title to Property.

3.1 **Title Commitment.** On or before forty-five (45) days after the Effective Date (the "**Title Commitment Deadline**"), Purchaser, at Purchaser's sole cost and expense, shall obtain from the Title Company a title insurance commitment issued by Title Company for an ALTA Form B owner's policy of title insurance proposing to insure Purchaser's fee simple ownership in the Property in the amount of the Purchase Price (the "**Title Commitment**"). The Title Commitment shall set forth the state of title to the Property together with legible copies of all exceptions or conditions to such title, including, but not limited to, all easements, restrictions, rights-of-way, covenants, reservations and all other liens and encumbrances affecting the Property which would appear in an owner's policy of title insurance if issued.

3.2 **Survey.** On or before the Title Commitment Deadline, Purchaser, at Purchaser's sole cost and expense, may obtain an ALTA survey (the "**Survey**") of the Property. The Survey shall be prepared by a licensed surveyor; shall be currently dated; shall show, among other things, the location of the Land and all Improvements thereon, easements, roads and rights-of-way; where applicable shall provide the recording information for any and all recorded instruments and documents pertaining to any of the foregoing; shall show thereon a legal description of the boundaries of the Land by metes and bounds or other appropriate legal description; and shall show such other matters, and be in such form, as Purchaser may require.

3.3 **Review of Survey and Title Commitment.** If the Survey and/or Title Commitment disclose any matters which are unacceptable to Purchaser, Purchaser shall so notify Seller in writing ("**Title Objections**") on or before the Title Commitment Deadline. Any matter contained or shown in the Title Commitment or the Survey to which Purchaser does not object prior to the Title Commitment Deadline, except for any exceptions which constitute deeds of trust, mortgages, ground leases, construction or mechanic's liens or other monetary liens against the Property (collectively, "**Monetary Liens**"), shall be considered "**Permitted Exceptions**" and may appear as such in the owner's policy of title insurance and in the Warranty Deed (as defined below) delivered by Seller at Closing. Seller shall have thirty (30) days from receipt of Purchaser's Title Objections to notify Purchaser in writing if it will cure Purchaser's Title Objections on or before Closing. If Seller fails to deliver such written notice to Purchaser or elects not to cure one or more of Purchaser's Title Objections, Purchaser shall have the right to elect to waive such Title Objections Seller will not cure and proceed to Closing in accordance with the terms of this Agreement or to terminate this Agreement and receive a refund of its Deposit. Such election shall be made by delivery of written notice thereof to Seller within five (5) days after Seller elects not to or is deemed to have elected not to cure

Purchaser's Title Objections, and failure to deliver written notice to Seller within such five (5) day period shall be deemed to be an election to proceed to Closing.

3.4 ***Permitted Encumbrances.*** Seller shall convey to Purchaser good and clear record and marketable fee simple title to the Property, free and clear of all liens, mortgages, encroachments, betterments, assessments, leases, tenancies, parties in possession, restrictions, easements and other encumbrances, excepting only the following items which shall collectively be referred to as the "***Permitted Encumbrances***": (a) all real estate taxes, assessments, water and sewer charges which are not due and payable as of the Closing Date; (b) applicable laws and regulations of any governmental authority in effect as of the Closing Date, including building and zoning laws; and (c) the Permitted Exceptions.

3.5 ***[Reserved].***

3.6 ***Monetary Liens.*** Seller may, at Closing, use the purchase money or any portion thereof to clear the Property's title of any or all Monetary Liens, provided that all instruments releasing such encumbrances are recorded simultaneously with the Closing or arrangements are made for the recording of such releasing instruments within a reasonable period of time following the Closing in accordance with conveyancing practices in the state in which the Property is located and Purchaser is able to obtain the commitment of Title Company to insure over such Monetary Liens.

Section 4. Purchaser's Contingencies.

4.1 ***Seller's Deliverables.*** Within ten (10) days after the Effective Date, Seller shall deliver to Purchaser a true and accurate copy of all surveys, soils and environmental studies, title policies and copies of exception documents with respect to the title or physical condition of the Property in Seller's possession or control (collectively referred to as "***Seller's Deliverables***").

4.2 ***Access; Inspection.*** From and after the Effective Date and at all times during the term of this Agreement, Purchaser and its agents and representatives shall be entitled to enter upon the Property (including entry into all Improvements) for inspection, survey, soil tests, examination, land use planning, and such other matters and investigations as Purchaser deems necessary and appropriate in Purchaser's sole judgment, all at Purchaser's sole cost and expense. Purchaser shall use reasonable efforts to ensure that its exercise of such right of entry does not unreasonably interfere with Seller's business or the business of any tenants on the Property. Purchaser will coordinate its activities with a designated representative of Seller, and may contact tenants of the Property through such designated representative. Purchaser hereby covenants and agrees to indemnify and hold Seller harmless from any and all loss, liability, costs, claims, demands, damages, actions, causes of action, and suits (including without limitation, litigation costs and reasonable attorneys' fees) arising out of the exercise by Purchaser of Purchaser's right of entry under this Section 4.2.

4.3 ***Due Diligence Period.*** Purchaser shall have a period of forty-five (45) days from the Effective Date in which to review and examine the Property (the “***Initial Due Diligence Period***”). At any time prior to the expiration of the Initial Due Diligence Period, Purchaser may terminate this Agreement, in its reasonable discretion if not satisfied with the results of any Inspections, by delivering written notice to Seller. In such event, one-half of the Deposit being Twenty-five Thousand and No/100 Dollars (\$25,000.00) shall immediately be refunded to Purchaser, one-half of the Deposit being Twenty-five Thousand and No/100 Dollars (\$25,000.00) shall be delivered to Seller, and neither party shall have any further obligation or liability to the other under this Agreement except for those provisions which specifically survive the termination of this Agreement.

Prior to the expiration of the Initial Due Diligence Period, Purchaser may extend the Initial Due Diligence Period for one (1) additional period of fifteen (15) days (the “***Extension Period***” and together with the Initial Due Diligence Period, the “***Due Diligence Period***”) by providing written notice to Seller of Purchaser’s intent to extend. Upon Purchaser’s election to extend the Due Diligence Period, the remaining one-half of the Deposit being Twenty-five Thousand and No/100 Dollars (\$25,000.00) shall become immediately nonrefundable to Purchaser. At any time prior to the expiration of the Extension Period, Purchaser may terminate this Agreement, in its reasonable discretion if not satisfied with the results of any Inspections, by delivering written notice to Seller. In such event, the Deposit being Fifty Thousand and No/100 Dollars shall be delivered to Seller, and neither party shall have any further obligation or liability to the other under this Agreement except for those provisions which specifically survive the termination of this Agreement.

4.4 ***Violation Notices.*** During the Due Diligence Period, Seller shall promptly deliver to Purchaser copies of any written notice received by Seller of any violation of law or ordinances, orders, requirements or regulations of any federal, state, county, municipal or other governmental or quasi-governmental department agency or authority relating to the Property.

Section 5. Closing. The closing of the sale of the Property from Seller to Purchaser (the “***Closing***”) shall occur at the office of the Title Company, within fifteen (15) days following: (a) the expiration of the Due Diligence Period or the expiration of the time period to respond to or waive Purchaser’s Title Objections as set forth in Section 3.3 above, whichever is later, or (b) if applicable, the earlier waiver or deemed waiver by Purchaser of Purchaser Contingencies pursuant to Section 4 above, or (c) on such earlier date as Purchaser and Seller may mutually agree (the “***Closing Date***”).

Section 6. Representations and Warranties.

6.1 ***Seller’s Representations and Warranties.*** In order to induce Purchaser to purchase the Property, Seller warrants and represents to Purchaser the following are true and correct as of the Effective Date of this Agreement and shall be true and correct as of the Closing Date:

(a) Seller is validly existing and in good standing under the laws of Seller's state of organization, is duly qualified to conduct business in the state in which the Property is located, has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the performance by Seller of its obligations under all documents, including this Agreement, executed or to be executed by Seller which are to be delivered to Purchaser prior to or at Closing: (i) have been or will be duly authorized by all requisite corporate action (including the execution of this Agreement by a duly authorized signatory of Seller), (ii) are or will be legal, valid, and binding obligations of Seller sufficient to convey title (if they purport to do so), and (iii) do not or will not violate or result in any breach or default of any provisions of any agreement to which the Seller is a party or to which it is subject, or any law, regulation, order, judgment, writ, injunction or decree of any court or governmental authority having jurisdiction over Seller or the Property.

(b) Seller owns the Property in fee simple absolute, free and clear of any liens, claims or encumbrances except for the Permitted Encumbrances and any Monetary Liens to be paid and released by Seller at Closing, and no person or entity other than Seller has any basis to assert any right, title or interest in, or right to possession, use, enjoyment or proceeds of, the Property or any portion thereof, other than any easement rights or other rights included in the Permitted Exceptions.

(c) Seller has received no notice from any governmental authority of any proposed condemnation or special assessment of any portion of the Property. Seller has not received any notice that the Property or the use thereof is in violation of or in noncompliance with any governmental requirements, codes, ordinances, regulations or laws.

(d) There are no outstanding accounts payable, mechanics' liens or rights to claim a mechanics' or other lien in favor of any materialman, laborer or any other person or entity in connection with labor or materials furnished to or performed on any portion of the Property at the request of or pursuant to an agreement with Seller; no work has been performed or is in progress nor have materials been supplied to the Property or agreements entered into by Seller for work to be performed or materials to be supplied to the Property at the request of or pursuant to an agreement with Seller prior to the date hereof, which will not have been fully paid for on or before the Closing Date or which might provide the basis for the filing of such liens against the Property or any portion thereof. Seller shall be responsible for any and all claims for mechanics' liens and accounts payable that have arisen or may subsequently arise due to agreements entered into by Seller for and/or any work performed on or materials supplied to the Property at Seller's request or pursuant to an agreement with Seller prior to the Closing Date.

(e) There are no suits, actions, hearings, claims, causes of action or other litigation or proceedings pending or threatened with respect to Seller or

Seller's ownership, operation or the condition of the Property or any part thereof (including disputes with mortgagees, governmental authorities, utility companies, contractors, adjoining land owners or suppliers of goods or services), except for claims that are fully insured and as to which the insurer has accepted defense without reservation. Seller has not been the subject of any suit, action, hearing, claim, arbitration proceeding, governmental investigation or other legal or administrative proceeding, or any order, decree, or judgment relating to the condition of the Property or any part thereof. Sellers are not in default with respect to any judgment, order, writ, injunction or decree of any court;

(f) There are no existing or pending special assessments, fees, or other obligations affecting the Property, including without limitation, impact fees, solid waste fees, reservation fees, aid-in-construction fees, utility connection fees, sewer or water assessments, fees for roadway and traffic improvements, or other development obligations which may be assessed by any governmental or quasi-governmental authority, water or sewer authority, solid waste authority, drainage district, street lighting district, or any other special taxing district, nor does Seller have any knowledge of any pending or proposed assessment for public improvements which might result in such being contemplated. Seller shall be liable for any assessments affecting the Property that are certified, confirmed, or ratified prior to the Closing Date;

(g) Except for those leases specifically identified in Exhibit 6.1(g) attached hereto, Seller has entered into no contracts for the sale or lease of, nor given any option to purchase or lease, all or any portion of the Property; nor has Seller entered into any contracts, leases or use agreements with respect to any portion of the Property which will survive the Closing except as otherwise permitted pursuant to the terms of this Agreement, and Seller shall not do any of the foregoing prior to Closing without the express written consent of Purchaser in every instance, which consent shall not be unreasonably withheld, conditioned or delayed;

(h) Seller's ownership, use or occupancy of the Property, are not in violation of, nor subject to any pending or threatened investigation or inquiry, nor to any remedial obligations under, any Environmental Laws, as defined below. No Hazardous Materials, as defined below, have been used, handled, manufactured, generated, produced, stored, treated, processed, transferred, disposed of or otherwise Released (as defined below) in, on, under, from or about the Property. No underground or above ground storage tank (each, a "**UST**" or "**AST**") is now or has ever been located upon the Property. To the best of Seller's knowledge, there is no asbestos, mold or radon present on the Property. For purposes of this Section, "**Environmental Laws**" means any federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, relating to Hazardous Materials, ASTs or USTs and/or the protection of human health or the environment by reason of a Release or a threatened Release of Hazardous Materials or relating to liability for or costs of remediation or prevention of Releases. "**Environmental Laws**" includes, but is not limited to, the following

statutes, as amended, any successor thereto, and any regulations promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations and the like addressing similar issues: the Comprehensive Environmental Response, Compensation and Liability Act; the Emergency Planning and Community Right-to-Know Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act (including, but not limited to, Subtitle I relating to USTs); the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act; the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; the National Environmental Policy Act; and the River and Harbors Appropriation Act. For purposes of this Section, **“Hazardous Materials”** means (a) any toxic substance or hazardous waste, substance or related material or any pollutant or contaminant; (b) radon gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contains dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent, or any “petroleum” and “petroleum-based substances” or any similar terms described or defined in any Environmental Laws and any applicable federal, state, county or local laws applicable to or regulating USTs; and (c) any substance, gas, material or chemical that is or may be defined as or included in the definition of “hazardous substances,” “toxic substances,” “hazardous materials,” hazardous wastes” or words of similar import under any Environmental Laws. For purposes of this Section, **“Release”** means any presence, release, deposit, discharge, emission, leaking, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Materials;

(i) Seller is in full compliance with all applicable federal, state, and/or local laws, rules, regulations and ordinances, including without limitation, all laws, rules, regulations, and ordinances relating to taxation;

(j) Seller does not presently have, and has not had, any financial interest in any supplier or provider, or in any property owned jointly with or leased by any supplier or provider, of health care products and services to which such Seller or Purchaser refers patients. For purposes hereof, a financial interest shall include any type of investment interest. Seller has carefully evaluated the value of the Property and determined that the Purchase Price accurately reflects fair market value of the Property. Seller agrees not to challenge the Purchase Price and to support and not dispute the Purchase Price should the same be challenged by others; and

(k) on the Closing Date, there shall have been no material adverse change in the condition of the Property.

If any of the foregoing representations and warranties become untrue prior to the Closing, Seller shall immediately notify Purchaser in writing, and if the condition or matter

making such warranty or representation untrue is not obviated by Seller prior to Closing to Purchaser's satisfaction, Purchaser shall have the right and option to terminate this Agreement by written notice to Seller, whereupon the Deposit shall be immediately refunded to Purchaser. The representations and warranties of Seller contained in this Section 6.1 (other than 6.1(h)) shall survive Closing or the expiration or other termination of this Agreement.

6.2. *[Reserved]*.

6.3. ***Purchaser's Representations and Warranties.*** Purchaser warrants and represents to Seller that Purchaser is validly existing and in good standing under the laws of Purchaser's state of organization, and all documents, including this Agreement, executed or to be executed by Purchaser, which are to be delivered to Seller prior to or at Closing, have been or will be duly authorized, executed and delivered by Purchaser and are or will be legal, valid and binding obligations of Purchaser, and will not violate any provisions of any agreement to which Purchaser is a party or to which it is subject; and that Purchaser has full right, power and authority, without the necessity, consent or approval of any other person or entity, to enter into this Agreement and perform its obligations hereunder.

6.4. ***Purchaser's Indemnity.*** Purchaser shall protect, defend, indemnify and hold harmless Seller from all claims made and losses suffered in connection with the inaccuracy of the representations and warranties set forth in Section 6.3. The representations, warranties and indemnities of Purchaser contained herein shall survive Closing or the expiration or other termination of this Agreement.

6.5 ***Rules Regarding Indemnification.*** The obligations and liabilities of each indemnifying party hereunder with respect to claims resulting from the assertion of liability by the other party or third parties shall be subject to the following terms and conditions:

(a) The indemnified party shall give written notice to the indemnifying party within ninety (90) days of learning of any claim which might give rise to a claim by the indemnified party against the indemnifying party based on the indemnity agreements contained in Sections 6.2 and 6.4, respectively, stating the nature and basis of said claim and the amounts thereof, to the extent known.

(b) The indemnified party shall not make any settlement of any claims without the written consent of the indemnifying party, which consent shall not be unreasonably withheld or delayed.

(c) Unless the indemnifying party is contesting in good faith a claim involving the indemnified party, any amounts owing to the indemnified party pursuant to the provisions of this Section 6 shall be due and payable on the thirtieth (30th) business day following the indemnifying party receiving notice of a claim thereunder.

Section 7. Conditions to Closing.

7.1 **Conditions Precedent to Purchaser's Obligation.** Purchaser shall not be obligated to proceed with Closing until all of the following conditions have been satisfied or waived in writing by Purchaser, in its sole discretion:

(a) delivery by Seller of a general warranty deed (the "**Warranty Deed**"), duly executed and acknowledged, conveying all of Seller's right, title and interest in and to the Property to Purchaser free and clear of any and all liens, encumbrances, covenants, conditions and restrictions, except for the Permitted Exceptions, and otherwise in a form reasonably acceptable to Purchaser;

(b) Purchaser shall have approved the status of title to the Property pursuant to this Agreement, and Title Company shall have committed to issue Purchaser the ALTA Form B owner's policy of title insurance contemplated by the Title Commitment with such customary endorsements as Purchaser may reasonably request, subject only to the Permitted Exceptions (the "**Title Policy**");

(c) all representations, warranties and covenants of Seller set forth herein shall be true and correct as of the Closing Date, and Seller shall deliver to Purchaser on the Closing Date a certificate stating that all such representations, warranties and covenants remain true and correct in all material respects at and as of the Closing Date;

(d) Seller shall have delivered to Purchaser a "nonforeign" certificate pursuant to Treas. Reg. § 1.14452T(b)(2), in the form reasonably required by Title Company and Purchaser;

(e) Seller shall have delivered to Purchaser such further documents as reasonably may be required in order to obtain the Title Policy and fully and legally close the transaction;

(f) Purchaser shall have obtained any necessary approval of its Board of Directors and/or its Officers;

(g) As of the Closing Date, there shall be no judgment, decree, injunction, ruling, or order of any court, governmental department, commission, agency or instrumentality outstanding against Seller which prohibits, restricts, or delays the transfer of the Property, or which might affect the right of Purchaser to own, control or purchase the Property; and

(h) Seller shall have obtained any and all consents, approvals, and authorizations of third parties which are necessary for the execution, delivery and consummation of this Agreement and all other agreements and documents executed in connection with this Agreement.

7.2 **Conditions Precedent to Seller's Obligation.** Seller shall not be obligated to proceed with Closing until all of the following conditions have been satisfied or waived in writing by Seller, in its sole discretion:

(a) Purchaser shall have delivered to Title Company the balance of the Purchase Price, as adjusted at Closing pursuant to the terms of this Agreement;

(b) Purchaser shall have delivered to Title Company such further documents as reasonably may be required in order to fully and legally close this transaction.

Section 8. Closing Costs. The costs of Closing shall be paid at or prior to the Closing Date by and among the parties as follows:

8.1 **Title Policy.** Purchaser shall pay the cost of all title examination fees and the premium for the Title Policy and any endorsements thereto.

8.2 **Escrow Fee.** Seller and Purchaser each shall pay 50% of the cost of any escrow closing fee charged by Title Company to close the transaction

8.3 **Documentary Stamps; Lien Release Costs.** Seller shall pay the cost of any documentary stamps to file the Warranty Deed and all costs to release any liens.

8.4 **Recording Costs.** Purchaser shall pay the cost of recording the Warranty Deed.

Section 9. Deposit; Default and Remedies. Unless otherwise set forth elsewhere in this Agreement:

9.1 **Seller Default.** If Seller shall be obligated by the provisions of this Agreement to close the sale of the Property and shall fail to close the same, Purchaser may (a) obtain a refund of the Deposit and shall receive its reasonable out-of-pocket expenses incurred in connection with the Property or this Agreement, provided that in such event, Purchaser shall provide Seller with reasonable documentation of such expenses, or (b) enforce specific performance of this Agreement; provided, that if Purchaser seeks specific performance and itself determines or it is judicially determined that such remedy is not available, Purchaser shall have the option to pursue the remedy described in (a) above. Return of the Deposit and reasonable out-of-pocket expenses or specific performance shall be Purchaser's sole remedy if Seller defaults under this Agreement.

9.2 **Purchaser Default.** If Purchaser shall be obligated by the provisions of this Agreement to close the purchase of the Property and shall fail to close, Seller shall be entitled to terminate this Agreement and receive immediate full cash payment of the Deposit as liquidated damages and the parties will have no further rights, duties or obligations to the other as a result of this Agreement. Retention of the Deposit shall be

Seller's sole and exclusive remedy hereunder in the event of such breach by Purchaser, and Seller hereby waives all other remedies, including specific performance.

9.3 ***Failure to Close by Closing Date.*** If neither party is obligated by the provisions of this Agreement to close the purchase and sale of the Property by the Closing Date and Closing has not otherwise occurred by such date, either party shall have the right to terminate this Agreement in its sole discretion for any reason or no reason at all, and in the event of such termination, neither party shall have any further liability under this Agreement except as otherwise expressly set forth herein. In such event, any portion of the Deposit deemed refundable shall be returned to Purchaser.

Section 10. Risk of Casualty Loss. From the date hereof until Closing, Seller shall continue to maintain the Property in good condition and repair and promptly notify Purchaser of the occurrence of any event known to it which materially affects the value or utility of the Property. Notwithstanding anything herein to the contrary, from and after the date hereof until the Closing Date, Seller is considered the owner of the Property for all purposes and shall be entitled to receive all insurance proceeds and/or condemnation awards that may become payable with respect thereto. Any and all risks associated with ownership of the Property shall be borne by Seller from the date hereof until Closing. If the Property or any portion thereof is damaged or condemned (or conveyed in lieu thereof) prior to the Closing Date, Purchaser may, at its election (a) terminate and cancel this Agreement, in which event Purchaser shall obtain the Deposit without any additional release from Seller being necessary, and Seller and Purchaser shall be relieved and discharged of any further liability or obligation under this Agreement, except as otherwise expressly set forth herein or (b) proceed to Closing and receive all insurance proceeds and condemnation awards via assignment from Seller.

Section 11. Covenants of Seller Prior to Closing. From and after the Effective Date through the Closing, unless Purchaser's prior written consent is first obtained, Seller: will not transfer any part of the Property or create on the Property any easements or mortgages which will survive the Closing or permit any changes to the zoning or other land use classification of the Land; will not enter into any new contracts or other agreements regarding the Property; will continue to insure, operate, maintain, repair, market and lease the Property in a manner consistent with Seller's practices prior to the Effective Date; and shall comply in all material respects with the terms of any easement, covenants, conditions or other agreements affecting the Property.

Section 12. Prorations. All general real property tax assessments against the Property which become delinquent in the year in which Closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated between Seller and Purchaser as of the Closing Date. Seller shall be responsible for paying all other taxes, special assessments (all installments), insurance premiums, utilities bills and fees and any other costs relating to the Property or the ownership thereof for the period prior to Closing. Utility bills or charges, where applicable, shall be prorated as of the Closing Date. To the extent reasonably possible, Seller and Purchaser shall have utility meters read the day preceding the Closing Date. Seller shall be responsible for paying all utility bills or charges which accrued against the Property prior to the Closing Date and Purchaser shall be required to pay all utility bills accruing against the Property

on or subsequent to the Closing Date, with any charge for which a reading could not be made as of the day preceding the Closing Date being prorated as of the Closing Date using an estimate based on the most recent reading for such utility. Purchaser shall secure its own insurance on the Property as of the Closing Date, and Seller shall cancel all existing insurance policies as of the Closing Date. Purchaser and Seller shall, before and after the Closing, reasonably cooperate with each other in connection with this Section 12.

Section 13. Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally or deposited in the United States Mail by registered or certified mail, return receipt requested, postage pre-paid, sent by any nationally recognized overnight delivery service, or by facsimile transmission, and addressed to the applicable party at the address for such party set forth below its signature to this Agreement. Any party may change the address to which notices are to be addressed by giving the other party notice in the manner herein set forth. Notices sent in compliance with this Section shall be effective (a) upon receipt or refusal if delivered personally; (b) the day of depositing with an overnight courier service; (c) the day of depositing in the mail, if mailed as provided above, or (d) upon facsimile transmission provided the sending party mails a copy of the notice together with a confirmation sheet identifying the date and time of facsimile transmission.

Section 14. Commissions. Purchaser and Seller each warrants and represents that it has not had any dealings with any real estate broker, finder or other person with respect to this Agreement, except: Pace Properties, Inc. on behalf of Purchaser (the "**Broker**"). Seller shall be responsible to pay all fees and commissions to the Broker, which shall be payable on and only in the event of Closing. Commission payable is three percent (3%) of the Purchase Price. Purchaser and Seller each agrees to indemnify and defend the other with respect to any commission, fee or compensation asserted by any real estate broker, agent or salesperson claiming to have been engaged by or working for the indemnifying party, other than the Brokers. The parties' obligations under this Section 14 shall survive the Closing.

Section 15. Public Announcements. Any public announcement, press release or similar publicity with respect to this Agreement or the transactions described herein will be issued, if at all, at such time and in such manner as Purchaser determines. Except with the prior consent of Purchaser or as permitted by this Agreement, neither Seller nor any of its employees, representatives or agents shall disclose to the public or any third party any information about the transactions described herein, including the execution of this Agreement or any of the terms hereof.

Section 16. Confidentiality. Seller acknowledges and hereby expressly agrees as follows: (a) Seller shall not disclose the identity of Purchaser or the content of this Agreement unless: (i) the information becomes public knowledge under circumstances involving no breach of this Agreement; (ii) legally required to disclose, whether pursuant to a court order, subpoena, governmental statute, rule, or regulation, or order of any governmental agency, commission, or body with jurisdiction; or (iii) expressly permitted under this Agreement; and (b) Seller's obligations of confidentiality pursuant to this Agreement shall continue in full force and effect throughout the term of this Agreement thereafter as may be set forth in this Agreement. The

terms of this Section shall not alter or amend the terms of any confidentiality agreement entered into by Seller and Purchaser separate from this Agreement.

Section 17. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located without regard to such state's choice of law or conflict of law principles. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and to their respective successors and assigns. This Agreement constitutes the entire undertaking between the parties hereto and supersedes any and all prior agreements, arrangements and understandings between the parties. This Agreement may be amended only in writing signed by both Purchaser and Seller. Time is of the essence of this Agreement. Purchaser shall have the right to assign this Agreement without Seller's prior approval, or Purchaser may require Seller to deed the Property to another entity at Closing and Seller agrees to provide the deed to such named grantee as may be directed by Purchaser, provided, however, such assignment shall not release Purchaser from liability hereunder, and the Deposit shall remain as security for Purchaser's and its assignee's performance. This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original. This Agreement, or a signature page thereto intended to be attached to a copy of this Agreement, signed and transmitted by electronic mail, facsimile machine or telecopier shall be deemed and treated as an original document. Whenever the last day for the exercise of any privilege or the discharge of any duty hereunder shall fall upon a Saturday, Sunday or public or legal holiday, the party having such privilege or duty shall have until 5:00 p.m. on the next succeeding regular business day to exercise such privilege or discharge such duty.

Section 18. Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the Missouri Uniform Electronic Transactions Act (§ 432.200 et seq., RSMo) as amended from time to time.

[Remainder of page left intentionally blank; signatures on succeeding page]

IN WITNESS WHEREOF, the parties hereto have executed this Real Property Purchase Agreement as of the day and year set forth beneath party's respective signature hereto.

SELLER:

WENTZVILLE HOSPITALITY LLC,
a Missouri limited liability company

By: Roshan Patel

Name: Roshan Patel

Title: Managing Member

Date: February 1, 2024

Address:

Wentzville Hospitality LLC
Attn: Roshan Patel
14755 Thornhill Terrace Dr
Chesterfield, MO 63017
RPatel956@gmail.com

[Purchaser Signature Page to Follow]

PURCHASER:

Tea Properties Missouri, LLC,
a Missouri limited liability company

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

Date: 2/2/2024, 2024

Keith D. Price
Sandberg Phoenix & von Gontard P.C.
600 Washington Ave., 15th Floor
St. Louis, Missouri 63101
Facsimile: (314) 241-7604

Exhibit 6.1(g)
to
Real Property Purchase Agreement
Leases



St. Charles County Ambulance District

Integrity | Accountability | Compassion | Dedication | Respect



June 10, 2024

Missouri Certificate of Need Program
Attn: Alison Dorge
920 Wildwood Drive
PO Box 570
Jefferson City, MO 65109

RE: Support for Proposed Mercy Hospital in Wentzville, MO

Dear Ms. Dorge –

As you're likely aware, St. Charles County has experienced tremendous growth over the past three decades, a trend that is not expected to slow. In fact, the County's population currently numbers approximately 410,000 and is expected to eclipse 500,000 within a decade. Lincoln and Warren Counties, which border St. Charles, also have experienced significant population growth in recent years.

Since our inception five decades ago, St. Charles County Ambulance District [SCCAD] has worked in close collaboration with health systems throughout our community. Each offers a variety of specialties, and in tandem with one another, provide a strong compliment of health services to residents throughout the region. With the growth in population, however, will come a need for more of said services, making Mercy's proposed construction of a new 75-bed hospital a necessary and timely addition to serve our region.

Though numerous aspects of Mercy's proposed plan are notable, our team was particularly pleased to see that the project includes a 28-bed emergency department with dedicated suites for trauma and behavioral health emergencies.

Mercy has been a strong partner of ours for many years, and we look forward to seeing their presence expand within our community if this project is approved by the Certificate of Need selection panel. We offer them our support in this endeavor.

Should you have any questions regarding the Ambulance District's position in this matter, please do not hesitate to contact me.

Sincerely,

Kelly Cope, Chief
kcope@sccad.com



2000 Salt River Road
St. Peters, MO 63376



636.344.7600



www.sccad.com



*P. O. Box 36
Moscow Mills, MO 63362
Telephone 636-356-4220
Fax 636-356-4010
moscowmillsmo.com*

June 11, 2024

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

Mercy's plans for a new hospital campus in Wentzville will have a positive impact on health care services in our region, and I am writing to offer my strong support for this plan.

Through the years, Mercy has repeatedly demonstrated its commitment to providing health care closer to home for residents in Lincoln County. I'm particularly pleased to hear the development in Wentzville is anticipated to strengthen Mercy's overall services in the region while also benefiting its facility in Troy.

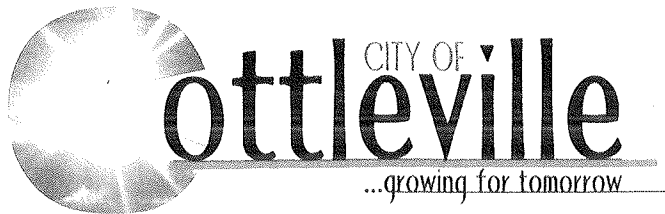
It is essential we continue to evolve and grow our health care infrastructure in our community to meet the needs of our expanding population, and I believe this new hospital complex will play a crucial role in achieving this goal.

As Mayor, I am committed to supporting initiatives that improve the well-being of our residents and enhance the overall quality of life in Moscow Mills.

Mercy's dedication to advancing health care services in our region should be applauded. I look forward to seeing the successful realization of Mercy's new hospital campus and its benefits for our residents. I encourage you to support the project without delay.

Sincerely,

Lisa Meyer
Mayor



June 12, 2024

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

RECEIVED

JUN 24 2024

CERTIFICATE OF NEED
PROGRAM

Dear Ms. Dorge:

I am writing to endorse and support Mercy's plan for a new state-of-the-art hospital campus featuring a 75-bed hospital in Wentzville and encourage your support.

Cottleville and St. Charles County continue to experience significant growth as one of the fastest-growing areas of Missouri; from 2010 to 2020 the City of Cottleville grew by 82.5%. More people are moving or relocating here because they know it's a great place to live, work and raise a family. To better accommodate this quality of life we need increased access to quality health care services closer to where our constituents live.

I know from firsthand experience that Mercy's medical services are of the highest quality in our region. Many years ago, I had a serious accident and broke my back and was paralyzed from the waist down. I spent six months in a wheelchair. It was the superior surgical and rehabilitation care provided by Mercy that enabled me to regain my ability to walk and make a full recovery.

Mercy's new hospital campus will help our region meet the medical needs of our community by providing new, cutting-edge medical services. These services will include improved access to advanced diagnostic equipment, specialized treatment centers, emergency services and expanded patient capacity.

Mercy's investment in this new Wentzville medical campus will also yield positive economic outcomes for Cottleville and our regional partners such as St. Charles Community College and its Nursing Program. It will generate employment opportunities for medical professionals, construction workers, and support staff, creating new economic growth and development in the region.

I fully support Mercy's hospital plan and urge you to take the necessary steps to approve it.

Sincerely,

Bob Ronkoski
Mayor

June 18, 2024

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I am writing to endorse and support Mercy's new hospital campus in Wentzville, Missouri.

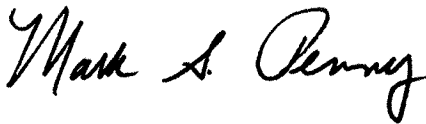
We are located in one of the fastest-growing regions in Missouri creating a need for greater health care access. The impact that quality health care facilities have on the well-being of our residents and the prosperity of Lincoln County is significant.

The addition of a new hospital campus in Wentzville will enhance access to essential medical services, including emergency services, for our students, faculty and administrators, as well as individuals, families and business owners throughout the region.

I am confident that with this new state-of-the-art hospital campus in Wentzville, the residents of our area will benefit from improved health outcomes, increased productivity and a higher quality of life for our residents.

I urge you to support this important project, which will greatly benefit Lincoln County and the entire region.

Respectfully,



Mark S. Penny, Ed.D.
Superintendent of Schools

RECEIVED

JUN 24 2024

CERTIFICATE OF NEED
PROGRAM

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

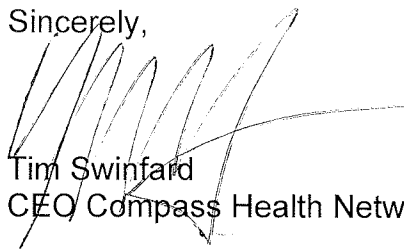
I am writing to provide my strong endorsement of Mercy's transformative proposal to establish an advanced medical campus with a state-of-the-art 75-bed hospital campus in Wentzville.

As our region continues to experience rapid expansion, the necessity for cutting-edge medical facilities is increasingly apparent. The proposed Mercy hospital would help improve the health and wellness of our region by providing modern amenities and innovative treatments to address the evolving health care needs of our citizens. Mercy also plans to deliver new emergency services, which are greatly needed here.

For many residents, this hospital would mean greater access to quality care closer to home. This is exactly what we need in the tri-county area.

I am confident Mercy will deliver significant benefits for our region with this hospital campus. With your support, our region could seize this opportunity to create a brighter future for our children and families. I urge the committee to support this project without delay.

Sincerely,



Tim Swinfard
CEO Compass Health Network



June 24, 2024

Dear Ms. Dorge,

I am writing to express my strong support for Mercy's proposed new hospital and campus in Wentzville. This initiative is a vital advancement for Warren County and the surrounding regions, addressing an urgent need for enhanced healthcare infrastructure.

With the rapid population growth in our area, the demand for accessible, high-quality healthcare services has escalated significantly. The construction of Mercy's state-of-the-art, 75-bed hospital will play a crucial role in meeting this demand, providing our residents with the critical medical services they need closer to home.

The proposed hospital will feature advanced diagnostic equipment, specialized treatment centers, emergency care services, and increased patient capacity. These enhancements will significantly improve healthcare delivery and ensure that our community has access to the best possible care.

Beyond healthcare benefits, the new hospital will be a boon to our local economy. It will generate employment for healthcare professionals, construction workers, and support staff, thereby stimulating economic growth and development in the region. Additionally, it will attract healthcare specialists, further elevating the quality and variety of services available to our residents.

Mercy's new hospital campus represents a significant investment in the health, economic prosperity, and overall well-being of Innsbrook, Warren County, and the broader region. I firmly believe in its potential to contribute positively to our community's future and hope for your enthusiastic support of this project.

Thank you for considering this important development. I am available to discuss further or provide any additional information required.

Sincerely,

Charlie Boyce
Chair & CEO
Innsbrook Corporation



Mercy⁺ Health Foundation

Mercy Health Foundation St. Francis
100 W US HWY 60
Mountain View, MO 65548
PH: 417-533-6192

mercyhealthfoundation.net/stfrancis

July 1, 2024

Ms. Alison Dorge
Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

RE: Mercy Hospital St. Francis Hospital MRI project
CON Project 6106 HSHB2011

Dear Governor Parson,

I hope this letter finds you and the First Lady well. We appreciate your support of our Rural Communities across the state as well as the Hospitals located in those communities. Mercy St. Francis Hospital is a 25 Bed Critical Access Hospital in Mountain View, MO that serves approximately 20,000 Missourians in the surrounding area. This hospital has been continuously serving the community since 1956.

I am writing to express my wholehearted support for an appropriation line in HB2011. This appropriation would provide Mercy St. Francis Hospital with a state-of-the-art MRI that would serve patients in a large rural area. Currently Mercy St. Francis has a mobile MRI that is available 1 day per week but the remaining 6 days patients in our community must drive anywhere from 35-75 up to one hundred miles to obtain an MRI. Howell, Shannon, Texas, and Oregon and the surrounding counties have some of the highest poverty levels in the state and often access to reliable transportation is a large barrier for receiving healthcare. This is why we must bring state of the art equipment to these rural communities.

MRI machines are utilized to diagnose a variety of emergent and non-emergent conditions. Early detection and treatment of conditions such as strokes and brain tumors can save thousands of lives. The construction of a new Mercy hospital and campus in Wentzville at the northwest corner of the intersection of Highways 64 and 70. This initiative represents a critical step forward in helping to ensure the healthcare needs of the region are met efficiently and effectively.

Saint Charles, Lincoln, and Warren counties have experienced significant growth and development over the years, leading to an increase in population and demand for quality healthcare. More beds and services are needed to help ensure residents in the region have greater access to healthcare closer to home.

Mercy's proposed construction of a new 75-bed hospital facility will help address these challenges by providing state-of-the-art medical services and facilities that align with modern healthcare standards. This includes access to advanced diagnostic equipment, specialized treatment centers, and a larger capacity to accommodate patients in need the MRI suite would include the 1.5 million dollars in the appropriation listed in HB2011 for the MRI equipment purchase along with another 2-2.5 million dollars in capital provided by Mercy to construct a new addition to house the MRI and upgrade current systems to accommodate the MRI unit.

Together we can touch more lives. Save more lives. And improve more lives.



Mercy Health Foundation St. Francis
100 W US HWY 60
Mountain View, MO 65548
PH: 417-533-6192

mercyhealthfoundation.net/stfrancis

Additionally, Mercy's construction of a new hospital facility MRI suite will have a positive impact on the local economy. It will create job opportunities for healthcare professionals, construction workers, and other support staff, thereby stimulating economic growth and development in the region not only help provide state of the art healthcare to Howell, Shannon, Texas, and Oregon counties it will also be an additional avenue to remain financially solvent while other facilities in the surrounding communities have closed their doors and allow us to continue to serve our communities for years to come.

A new hospital will attract healthcare professionals and specialists, further enhancing the quality and diversity of healthcare services available to residents in this area. This will not only benefit those in need of medical care but also contribute to the overall health and vitality of the community.

I urge the Committee to recognize the need for this hospital, and to vote in support of this project. On behalf of our thirteen Mercy Health Foundation St. Francis board members, please know how much we appreciate your support and continued investment in our Rural Communities and the patients who reside there. We thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in black ink that reads "Karen Simpson-Neasby". The signature is written in a cursive, flowing style.

Karen Simpson-Neasby
Executive Director
Mercy Health Foundation St. Francis
Mercy Health Foundation Lebanon/Rolla

SAM GRAVES
6TH DISTRICT, MISSOURI

1135 LONGWORTH HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-7041

Congress of the United States
House of Representatives
Washington, DC 20515-2506

11220 NORTH AMBASSADOR DRIVE, SUITE 234
KANSAS CITY, MO 64163
(816) 792-3976

411 JULES STREET, ROOM 111
ST. JOSEPH, MO 64501
(816) 749-0800

6079 COUNTY ROAD 425, P.O. BOX 364
HANNIBAL, MO 63401
(573) 221-3400



May 10, 2024

Ms. Alison Dorge
Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

RE: *Mercy Hospital Wentzville*

Dear Mrs. Dorge:

It has come to my attention that Mercy has applied for a Certificate of Need for the construction of a new hospital in Wentzville at the northwest corner of the intersection of Highways 64 and 70.

If awarded, this initiative, paired with Mercy Troy, represents a step forward in helping to ensure the rural healthcare needs of the North Missouri region are met efficiently and effectively.

Lincoln, Pike and surrounding counties have experienced significant growth and development over the years, leading to an increase in population and demand for quality healthcare. Adequate beds and healthcare services will ensure residents in the region have greater access to healthcare closer to home.

The commitment of Mercy to invest in expanding healthcare options in growing areas of North Missouri is to be commended. It is my hope that you will give the project full and fair consideration. Please keep my office informed of the progress of this CON application and notify me when a decision is made. If you have any questions, feel free to contact Henry Kane in my office at 202-225-7041 or henry.kane@mail.house.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sam Graves", written in a cursive style.

Member of Congress

Sponsored by: Matt Swanson, Joe Brazil

Resolution No. 24-04

A RESOLUTION SUPPORTING THE
CONSTRUCTION OF MERCY'S NEW
WENTZVILLE HOSPITAL CAMPUS

- WHEREAS, the availability of quality healthcare services is essential for the well-being and prosperity of the residents of St. Charles County; and
- WHEREAS, population growth in St. Charles County has created a need for greater healthcare services closer to home for our residents; and
- WHEREAS, many of our citizens currently have to travel significant distances to obtain the healthcare of their choice; and
- WHEREAS, Mercy, a respected healthcare provider, has proposed the construction of a new hospital campus in Wentzville, Missouri, to serve the healthcare needs of the region better locally; and
- WHEREAS, the establishment of this new hospital campus will enhance access to comprehensive and specialized medical services for residents of St. Charles County and surrounding areas; and
- WHEREAS, the new hospital campus will provide state-of-the-art emergency medical services; and
- WHEREAS, the construction of Mercy's new hospital campus in Wentzville will create hundreds of employment opportunities during the construction and after, attract

healthcare professionals, and stimulate economic growth in the region; and

WHEREAS, the County Council of St. Charles County, Missouri, recognizes the importance of supporting initiatives that promote the health, prosperity, and vitality of our community.

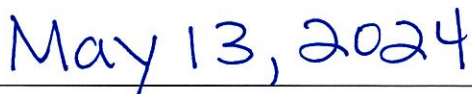
NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The St. Charles County Council hereby expresses its support for the construction of Mercy's new hospital campus in Wentzville, Missouri.

Section 2. The St. Charles County Council encourages all citizens to recognize the significance of this project in enhancing more local access to healthcare services and stimulating economic growth in the region.



CHAIR OF THE COUNCIL



DATE PASSED



Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I support Mercy's plans to establish a new hospital campus in Wentzville, which will enhance healthcare services and access for residents in St. Charles, Warren and Lincoln counties.

As our region continues to expand, it is important that we expand our health care infrastructure to meet the evolving needs of our current and future residents. I believe that the establishment of this new hospital complex will play a pivotal role in fulfilling that objective.

The introduction of the new hospital campus in Wentzville aligns with our commitment to promote the well-being of our residents and elevate the overall quality of life. I am confident that it will bring about positive changes in our community for years to come.

Mercy's steadfast dedication to advancing health care services in our region deserves commendation. I eagerly anticipate witnessing the successful realization of Mercy's new hospital campus in Wentzville and the numerous benefits it will bring. We strongly urge you to give your support to this project.

Sincerely,

Mayor Jason Law

A handwritten signature in black ink, appearing to read "Jason Law", is written over the typed name.

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I am excited to endorse and support Mercy's new hospital campus in Wentzville, Missouri.

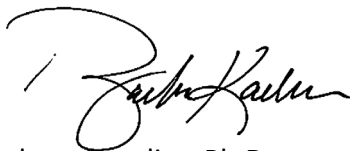
Our campuses are located in one of the fastest-growing areas in Missouri creating a need for greater health care access. The impact that quality health care facilities have on the well-being of our residents and the prosperity of St. Charles County is significant.

The addition of a new hospital campus in Wentzville will enhance access to essential medical services, including emergency services, for our students, faculty and administrators, as well as individuals, families and business owners throughout the region.

I am confident that with this new state-of-the-art hospital campus in Wentzville, the residents of our area will benefit from improved health outcomes, increased productivity and a higher quality of life for our residents.

I urge you to support this important project, which will greatly benefit St. Charles and the entire region.

Sincerely,



Barbara Kavalier, Ph.D.
President





May 10, 2024

Missouri Certificate of Need Program
Attn: Alison Dorge
920 Wildwood Drive
PO Box 570
Jefferson City, MO 65109

RE: Support for Proposed Mercy Hospital in Wentzville, MO

Dear Ms. Dorge,

We are proud to serve St. Charles County and its tremendous 30 year growth. We are excited about the additions that our community will see in the next decade, especially the businesses we will attract that will provide high quality jobs, goods, and services that will lead to a prosperous future.

Since our organization formed, more than 70 years ago, we have been advocates for our local businesses, especially our healthcare organizations. With the diversity of available healthcare options to our residents and businesses, we believe they work well together and ensure that our people are well cared for and can be proactive about their health matters. As we continue to grow in population, consequently, we will be in need of more available healthcare services.

Mercy's proposed construction of a new 75-bed hospital in Wentzville will be a great addition for residents, especially as we continue our projected increase in population. Businesses will also need access to healthcare services all over our community, especially all of the expansions we have seen in recent years in West St. Charles County and our County neighbors.

Mercy has been a strong partner of ours for many years, and we look forward to seeing their presence expand within our community if this project is approved by the Certificate of Need selection panel. We offer them our support in this endeavor.

Should you have any questions regarding the O'Fallon Chamber's position in this matter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Ashley Nelson". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Ashley Nelson, 2024 Chair
Board of Directors
O'Fallon Chamber of Commerce & Industries
info@OFallonChamber.org
636.240.1818

SARAH BURKEMPER, CPA

May 24, 2024

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I am writing to express my support for the construction of Mercy's new 75-bed hospital campus in our region. This initiative represents a significant step forward in addressing the growing health care needs of the area and ensuring access to quality medical services for our residents.

Over the years, Lincoln County and the entire region has experienced considerable growth and development, resulting in an increased demand for health care facilities and services. The construction of a new hospital in the area is essential to meeting these evolving needs and providing comprehensive care to our residents. Additionally, one of the greatest challenges in our county stems from lack of transportation. Having a hospital closer to our communities helps both patients and their loved ones as they navigate health concerns.

Mercy's commitment to building a new hospital campus offering state-of-the-art medical equipment and facilities will provide specialized services and treatment options, serving the diverse health care needs of our growing region.

Moreover, a new hospital will strengthen our region's reputation as a hub for health care excellence, attracting talented health care professionals and specialists to our community. This will further enhance the quality and diversity of health care services available to our residents, ensuring that more people can access the care they deserve closer to home.

Mercy's project is a testament to their commitment to our region in prioritizing the health and well-being of our people and ensuring a brighter and healthier future for generations to come. I urge the Committee to recognize the need for this hospital and to vote in support of this project. Thank you for your time and attention to this matter.

Sincerely,



Sarah Burkemper

Haverkamp House
Professional Offices
250 E Wood St.
Troy, MO 63379

PHONE (636) 462-2170, ext. 3
FAX (636) 528-2904
E-MAIL sarah@sarahbcpa.com



Old Monroe
PO Box 188
2100 Hwy C
Old Monroe, MO 63369
636 665-5601
Fax: 636 665-5998

Moscow Mills
PO Box 98
10 Freise Industrial Dr
Moscow Mills, MO 63362
636-356-4000
Fax: 636-356-9232

O'Fallon
PO Box 307
401 TR Hughes Blvd
O'Fallon, MO 63366
636 980-3585
Fax: 636 272-8554

Wentzville
PO Box 217
1093 Wentzville Pkwy
Wentzville, MO 63385
636-332-4906
Fax: 636-327-0485

Troy
100 Market Place Dr
Troy, MO 63379
636-528-7400
Fax: 636 295 4515

www.bankofoldmonroe.com

May 24, 2024

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

On behalf of Bank of Old Monroe, I am writing to provide my endorsement of Mercy's plan for a new hospital campus in Wentzville.

Our area's continued growth only increases the need for quality medical and health care services in our community. We need additional health care services closer to where our customers and families live, and Mercy's new hospital would help fulfill this need.

New services provided by Mercy with this hospital will include improved access to advanced diagnostic equipment, specialized treatment centers, emergency services and expanded patient capacity. Importantly, the residents of our region will be able to access these cutting-edge medical services closer to home.

Mercy's investment in this new Wentzville medical campus will also have positive outcomes for our local economy. It will generate new employment opportunities for medical professionals, construction workers, and support staff, generating economic growth and development in the region.

I strongly urge you to support Mercy's hospital plan, which holds significant promise for the health and prosperity of our city and region.

Sincerely,

Casey Hopkins
President

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

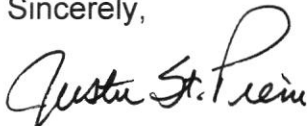
I am writing to express my support for Mercy's new hospital campus in Wentzville. As someone who has lived in Lincoln County for 25 years, this new facility will only complement the already progressing health care options we have in the Lincoln County area.

The need for accessible, high-quality health care services is critical, especially in areas experiencing significant growth as we are here in the Tri-County area. When there are limited health care options close to where our citizens live, these limitations not only affect the health outcomes of our residents, but also hinder the economic development and overall quality of life in our region.

Mercy's new Wentzville hospital represents an outstanding opportunity to address these challenges and to better serve the evolving health care needs of our growing region. This hospital campus will have far-reaching positive impacts. Not only will it create jobs and stimulate economic growth in the area, but it will also attract health care professionals and specialists, further enhancing the overall quality of care available to residents.

We urge you to support Mercy's new hospital as an investment in the health and well-being of our community to create a stronger, more vibrant and resilient region. Given the anticipated future growth of our region of 9.5% over the next 8 years, this additional facility will certainly be utilized and let our residents receive additional care closer to home.

Sincerely,

A handwritten signature in black ink that reads "Justin St. Pierre". The signature is written in a cursive, flowing style.

Justin St. Pierre



Discover.

May 28, 2024

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I am writing to endorse and support Mercy's plan for a new state-of-the-art hospital campus featuring a 75-bed hospital in Wentzville, and to encourage you to support it as well.

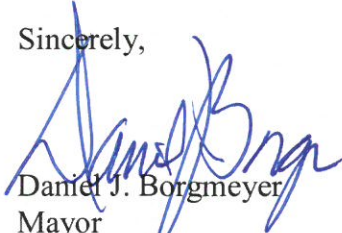
St. Charles County continues to experience exponential growth as we are a prime destination to live, work, and raise a family. This population increase requires a rise in access to quality healthcare services closer to where our constituents live.

Mercy's new hospital campus will help our region meet these challenges by providing new, cutting-edge medical services. These services will include improved access to advanced diagnostic equipment, specialized treatment centers, emergency services, and expanded patient capacity.

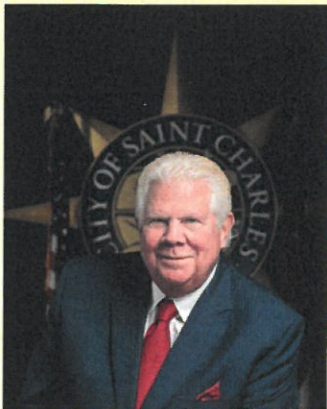
Mercy's investment in this new Wentzville medical campus will also yield positive economic outcomes for our region as a whole. It will generate employment opportunities for medical professionals, construction workers, and support staff, creating new economic growth and development in the region.

I fully support Mercy's hospital plan and urge you to take the necessary steps to approve it.

Sincerely,



Daniel J. Borgmeyer
Mayor
City of Saint Charles



Daniel J. Borgmeyer
Office of the Mayor

City of Saint Charles
200 North Second Street
Saint Charles, MO 63301
O- 636.949.3269
C- 636.485.0708
www.stcharlescitymo.gov
dan.borgmeyer@stcharlescitymo.gov

WARREN COUNTY AMBULANCE DISTRICT

Business: 636-456-8413

604 Fairgrounds Rd., Warrenton, Missouri 63383-4420
info@warrencountyambulance.com

Fax: 636-456-1147

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I am writing to support Mercy's plan for a state-of-the-art hospital campus featuring a 75-bed hospital in Wentzville and to encourage you to support it.

St. Charles County continues to experience soaring growth as Missourians relocate to our region to live, work, and raise their families. This population increase requires access to quality healthcare services closer to where our constituents live—especially emergency services.

Mercy's new hospital campus will help our region meet these challenges by providing new, cutting-edge medical services. These services will include new emergency services, improved access to advanced diagnostic equipment, specialized treatment centers, and expanded patient capacity.

I fully support Mercy's hospital plan and urge you to take the necessary steps to approve it.

Sincerely,



Darren Lenk

Chief

Warren County Ambulance District

636-456-8413 x 5 (office)

314-267-2602 (cell)

636-456-1147 (fax)

dlenk@warrencountyambulance.com (email)



June 5, 2024

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

On behalf of the Lincoln County Resource Board (LCRB), I'm writing to express support for the construction of Mercy's new 75-bed hospital campus in our region. This initiative represents a significant step forward in addressing the growing health care needs of the area and ensuring access to quality medical services for our residents.

Over the years, Lincoln County and the entire region has experienced considerable growth and development, resulting in an increased demand for health care facilities and services. The construction of a new hospital in the area is essential to meeting these evolving needs and providing comprehensive care to our residents.

Mercy's commitment to building a new hospital campus offering state-of-the-art medical equipment and facilities will provide specialized services and treatment options, serving the diverse health care needs of our growing region.

Moreover, a new hospital will strengthen our region's reputation as a hub for health care excellence, attracting talented health care professionals and specialists to our community. This will further enhance the quality and diversity of health care services available to our residents, ensuring that more people can access the care they deserve closer to home.

Mercy's project is a testament to their commitment to our region in prioritizing the health and well-being of our people and ensuring a brighter and healthier future for generations to come. I urge the Committee to recognize the need for this hospital and to vote in support of this project. Thank you for your time and attention to this matter.

Sincerely,

Cheri Winchester, Executive Director
Lincoln County Resource Board
director@lincolncountykids.org
636-528-2490

BOARD OF DIRECTORS

Most Rev. Mitchell T. Rozanski
Member, Catholic Charities
Archbishop of St. Louis

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President, Catholic Charities

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

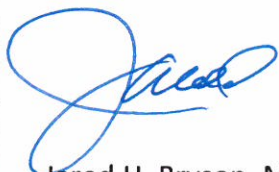
I am writing to offer my full support and endorsement of Mercy's plan for a state-of-the-art medical campus featuring a 75-bed, next-generation complex in Wentzville addressing the soaring population growth in the state's tri-county area – encompassing St. Charles, Lincoln, and Warren counties.

This population increase means an increase in the need for quality medical and health care services in our community. Residents in this region of our state need greater access to care and additional health care services closer to where they live.

The construction of this hospital campus by Mercy will tackle these challenges head-on by providing cutting-edge medical services. The new hospital will create new service lines including cardiovascular, emergency services, gastroenterology, general medicine, general surgery, neurosciences, nephrology, oncology, and many others.

I hope you will support Mercy's new endeavor, which holds significant promise for the health, prosperity, and well-being of the tri-county region.

Sincerely,



Jared H. Bryson, M.Div., D.Min.
President & CEO



WENTZVILLE FIRE PROTECTION DISTRICT

502 Luetkenhaus Blvd • Wentzville, Missouri 63385
Office: (636) 332-9869 • Fax: (636) 639-1364
www.wentzvillefire.org • www.facebook.com/WFPD98

May 23, 2024

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I am writing to support Mercy's plan for a state-of-the-art hospital campus featuring a 75-bed hospital in Wentzville, and to encourage you to support it as well.

St. Charles County continues to experience soaring growth as Missourians relocate to our region to live, work, and raise their families. This increase in population requires increased access to quality healthcare services closer to where our constituents live—especially emergency services.

Mercy's new hospital campus will help our region meet these challenges by providing new, cutting-edge medical services. These services will include new emergency services, improved access to advanced diagnostic equipment, specialized treatment centers, and expanded patient capacity.

I fully support Mercy's hospital plan and urge you to take the necessary steps to approve it.

Sincerely,

Steven Mosher
Fire Chief



St. Charles County Ambulance District

Integrity | Accountability | Compassion | Dedication | Respect

June 10, 2024

Missouri Certificate of Need Program

Attn: Alison Dorge

920 Wildwood Drive

PO Box 570

Jefferson City, MO 65109

RE: Support for Proposed Mercy Hospital in Wentzville, MO

Dear Ms. Dorge –

As you're likely aware, St. Charles County has experienced tremendous growth over the past three decades, a trend that is not expected to slow. In fact, the County's population currently numbers approximately 410,000 and is expected to eclipse 500,000 within a decade. Lincoln and Warren Counties, which border St. Charles, also have experienced significant population growth in recent years.

Since our inception five decades ago, St. Charles County Ambulance District [SCCAD] has worked in close collaboration with health systems throughout our community. Each offers a variety of specialties, and in tandem with one another, provide a strong compliment of health services to residents throughout the region. With the growth in population, however, will come a need for more of said services, making Mercy's proposed construction of a new 75-bed hospital a necessary and timely addition to serve our region.

Though numerous aspects of Mercy's proposed plan are notable, our team was particularly pleased to see that the project includes a 28-bed emergency department with dedicated suites for trauma and behavioral health emergencies.

Mercy has been a strong partner of ours for many years, and we look forward to seeing their presence expand within our community if this project is approved by the Certificate of Need selection panel. We offer them our support in this endeavor.

Should you have any questions regarding the Ambulance District's position in this matter, please do not hesitate to contact me.

Sincerely,

Kelly Cope, Chief

kcope@sccad.com



2000 Salt River Road
St. Peters, MO 63376



636.344.7600



www.sccad.com



P.O. Box 36
Moscow Mills, MO 63362
Telephone 636-356-4220
Fax 636-356-4010
moscowmillsmo.com

June 11, 2024

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

Mercy's plans for a new hospital campus in Wentzville will have a positive impact on health care services in our region, and I am writing to offer my strong support for this plan.

Through the years, Mercy has repeatedly demonstrated its commitment to providing health care closer to home for residents in Lincoln County. I'm particularly pleased to hear the development in Wentzville is anticipated to strengthen Mercy's overall services in the region while also benefiting its facility in Troy.

It is essential we continue to evolve and grow our health care infrastructure in our community to meet the needs of our expanding population, and I believe this new hospital complex will play a crucial role in achieving this goal.

As Mayor, I am committed to supporting initiatives that improve the well-being of our residents and enhance the overall quality of life in Moscow Mills.

Mercy's dedication to advancing health care services in our region should be applauded. I look forward to seeing the successful realization of Mercy's new hospital campus and its benefits for our residents. I encourage you to support the project without delay.

Sincerely,

Lisa Meyer
Mayor



Warren County Health Department

104 W. Booneslick · Suite H · Warrenton, MO 63383

636-456-7474 / Fax: 636-456-4966

Web Address: <http://warren.lphamo.org>

June 18, 2024

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

The Warren County Health Department has partnered with Mercy on multiple community outreach endeavors over the years and are thrilled about the proposed construction of a new 75-bed hospital campus in Wentzville, Missouri. As a local public health agency, we routinely encounter residents who experience barriers and hardship due to the distance required for the services that will be available at this new facility.

With the population influx our county is experiencing and the rural nature of our location, the demand for greater access to quality health care has increased. Our residents need closer proximity to state-of-the-art hospital beds, advanced diagnostic services, emergency care services and specialized treatment centers to ensure they can get the quality care they deserve, close to home.

I am writing to enthusiastically support Mercy's new hospital campus in Wentzville, Missouri. This initiative is a critical step to improving health outcomes and a higher quality of life for Warren County residents. I encourage you to support Mercy's new hospital campus, as it will provide for the needs of not just Warren County, but the entire Tri-County region.

Sincerely,

Stacey White MSN RN
Administrator
Warren County Health Department

June 18, 2024

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I am writing to endorse and support Mercy's new hospital campus in Wentzville, Missouri.

We are located in one of the fastest-growing regions in Missouri creating a need for greater health care access. The impact that quality health care facilities have on the well-being of our residents and the prosperity of Lincoln County is significant.

The addition of a new hospital campus in Wentzville will enhance access to essential medical services, including emergency services, for our students, faculty and administrators, as well as individuals, families and business owners throughout the region.

I am confident that with this new state-of-the-art hospital campus in Wentzville, the residents of our area will benefit from improved health outcomes, increased productivity and a higher quality of life for our residents.

I urge you to support this important project, which will greatly benefit Lincoln County and the entire region.

Respectfully,



Mark S. Penny, Ed.D.
Superintendent of Schools



June 12, 2024

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I am writing to endorse and support Mercy's plan for a new state-of-the-art hospital campus featuring a 75-bed hospital in Wentzville and encourage your support.

Cottleville and St. Charles County continue to experience significant growth as one of the fastest-growing areas of Missouri; from 2010 to 2020 the City of Cottleville grew by 82.5%. More people are moving or relocating here because they know it's a great place to live, work and raise a family. To better accommodate this quality of life we need increased access to quality health care services closer to where our constituents live.

I know from firsthand experience that Mercy's medical services are of the highest quality in our region. Many years ago, I had a serious accident and broke my back and was paralyzed from the waist down. I spent six months in a wheelchair. It was the superior surgical and rehabilitation care provided by Mercy that enabled me to regain my ability to walk and make a full recovery.

Mercy's new hospital campus will help our region meet the medical needs of our community by providing new, cutting-edge medical services. These services will include improved access to advanced diagnostic equipment, specialized treatment centers, emergency services and expanded patient capacity.

Mercy's investment in this new Wentzville medical campus will also yield positive economic outcomes for Cottleville and our regional partners such as St. Charles Community College and its Nursing Program. It will generate employment opportunities for medical professionals, construction workers, and support staff, creating new economic growth and development in the region.

I fully support Mercy's hospital plan and urge you to take the necessary steps to approve it.

Sincerely,

Bob Ronkoski
Mayor

Dear Ms. Dorge,

I am writing this correspondence today to affirm my resounding support for the new proposed Mercy hospital in Wentzville. I am a lifelong resident of Wentzville, and can remember the excitement of the residents when St. Joseph West hospital was built in nearby, Lake St. Louis. Since that time, St. Charles County, as well as the adjacent counties of Warren and Lincoln, has grown exponentially. Having a new state-of-the-art medical facility in a thriving, and growing Wentzville metropolitan area, is just what is needed at this time.

I am very connected with the Tri-County community in the many positions that I hold. I am the Assistant Business Manager for the Painters, Drywall Finishers, & Glaziers Union. I am President of Tri-County Labor Legislative Club, as well as President of Northeast MO. Building & Construction Trades Council. I also sit on the St. Charles County Workforce & Economic Development executive board. These varied, but connected roles, give me a unique perspective into what the community, and to a greater extent, the construction community values about the area in which they live and work. Our economy is thriving, and the populace is continuing to move west to Wentzville and beyond into Warren and Lincoln counties.

I represent union labor, and all that is associated with it. The construction of a new hospital will generate hundreds of construction jobs for many of our skilled workers, as well as create maintenance work/jobs for years to come. The economic impact will bring great prosperity to our local union workers and their families. These are the very same families that live and work in the surrounding communities that will patronize this hospital in their greatest time of need.

I am excited that Mercy will bring new doctors, nurses, and technicians with advanced skills and knowledge to our community. Our region needs medical professionals with advanced diagnostic and treatment methods to advance our society. This new hospital will become the true anchor for Wentzville and the surrounding area, and will enhance the lives of my members, their families, and the greater community.

I urge the committee to recognize the need for this hospital. It is a perfect location. A hospital located in the heart of the crossroads of central MO at the intersection of interstate 70 and Hwy 40-61/64 is ideal. I couldn't think of a better location. Please support the building of the new Mercy hospital in Wentzville. Thank you for your time and attention in this matter.

Sincerely,



Joe Mueller



BOARD OF DIRECTORS
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Director of Contracts
& Compliance

Jeanne Spencer
Program Specialist

Anna Muhm
Administrative
Assistant

June 20, 2024

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I am writing to offer my support and endorsement of Mercy's plan for a state-of-the-art medical campus featuring a 75-bed hospital in Wentzville.

Community & Children's Resource Board of St. Charles County provides critical funding to local organizations addressing the mental health and substance use preventing and intervention needs of children and families in St. Charles County. We are committed to the physical and mental health of our County's citizens.

Over the past 20 years, we have seen the County's population growth, which has increased the need for quality medical, mental, and health care services that are available close to home.

The construction of this hospital campus by Mercy will increase the accessibility of quality health care services in our county, which will greatly contribute to the over health and wellness of our community and its citizenry.

I hope you will approve Mercy's request. Please do not hesitate to contact me at 636-939-6200 with any questions.

Sincerely,

Melinda McAliney
Executive Director

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

This letter is in support of the construction of the Mercy hospital in Wentzville. As St. Charles County is one of the fastest-growing counties in Missouri, a continued focus on the health care needs of the population in the county is important to further its development. The proposed construction would provide residents a variety of lines of care that are closer to home. This advanced medical facility, offering 75 beds, is a much-needed amenity for a population expected to grow almost 10% by 2032 in the tri-county area.

Mercy's addition to Wentzville will positively impact the community, through job creation, economic progress, and the charitable and uncompensated care Mercy gives back to the public. Specifically, this hospital campus would provide valuable services to GM Wentzville Assembly's 4,000+ employees and their families.

I kindly request that you acknowledge the importance of this hospital and the valuable services it would provide to the community. Thank you in advance for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Shelhorn". The signature is stylized with a large, sweeping initial "E" and "S".

Eric Shelhorn
Plant Executive Director-GM Wentzville Assembly

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

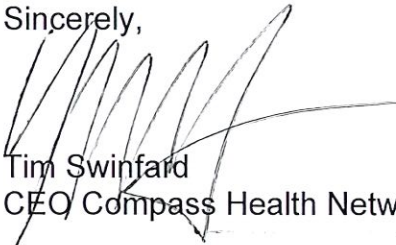
I am writing to provide my strong endorsement of Mercy's transformative proposal to establish an advanced medical campus with a state-of-the-art 75-bed hospital campus in Wentzville.

As our region continues to experience rapid expansion, the necessity for cutting-edge medical facilities is increasingly apparent. The proposed Mercy hospital would help improve the health and wellness of our region by providing modern amenities and innovative treatments to address the evolving health care needs of our citizens. Mercy also plans to deliver new emergency services, which are greatly needed here.

For many residents, this hospital would mean greater access to quality care closer to home. This is exactly what we need in the tri-county area.

I am confident Mercy will deliver significant benefits for our region with this hospital campus. With your support, our region could seize this opportunity to create a brighter future for our children and families. I urge the committee to support this project without delay.

Sincerely,



Tim Swinfard
CEO Compass Health Network



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July 8, 2024

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Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

I am writing to offer Youth In Need's full support for Mercy's transformative proposal to establish an advanced medical campus with a state-of-the-art 75-bed hospital campus in Wentzville.

As our region continues to experience rapid growth, the necessity for new cutting-edge medical facilities for families and kids is increasingly apparent. The proposed Mercy hospital would help improve the health and wellness of our region by providing modern amenities and innovative treatments to address our community's evolving health care needs. Mercy also plans to deliver new emergency services, which are greatly needed in the region.

For many families and children, a new hospital in Wentzville would mean greater access to quality care closer to home.

Mercy's commitment to health care excellence will deliver significant benefits for our area with this new hospital campus. On behalf of our organization, I encourage the committee to approve this project.

Sincerely,

Pat Holterman-Hommes, MA, LPC
President & CEO





June 25, 2024

Ms. Alison Dorge, Program Coordinator
Missouri Certificate of Need Program
920 Wildwood Drive
Jefferson City, Missouri 65109

Dear Ms. Dorge:

St. Charles REALTORS is excited to endorse and support Mercy's new hospital campus in Wentzville, Missouri.

We recognize the significant impact that quality health care facilities have on the well-being of families, residents and the prosperity of the St. Charles County economy.

More people are moving or relocating to St. Charles County because they know it's a great place to live, work and raise a family. To better accommodate this quality of life, residents need increased access to quality health care services closer to home. The addition of a new hospital campus in Wentzville will enhance access to essential medical services, including emergency services, for individuals, families and business owners throughout the area.

Beyond the crucial role of providing critical and comprehensive health care services, Mercy's new hospital campus will significantly contribute to economic growth. It will create employment opportunities, attract health care professionals and stimulate economic activity, providing a boost to the overall strength and growth of our local economy.

We are confident that with this new state-of-the-art hospital campus in Wentzville, the residents of St. Charles will benefit from improved health outcomes, increased productivity and a higher quality of life.

We urge you to support this important new hospital campus, which will greatly benefit St. Charles County and the Tri-County region.

Sincerely,

Mindy West
President
St. Charles REALTORS®

monigle



**Community needs research
for Mercy**

Summary – May 2024

Mercy 

The Research and Findings

Methodology

Mercy hired a leading research firm, Monigle, to assess how consumers viewed their healthcare options in the tri-county area and determine interest in a Mercy's proposed hospital plan.

An online qualitative survey was conducted among residents of St. Charles, Lincoln & Warren County, who are 25 years or older and are decision makers for healthcare in the household.

Sample size: 250 respondents; Fieldwork: April 15 – May 1.

Key Findings

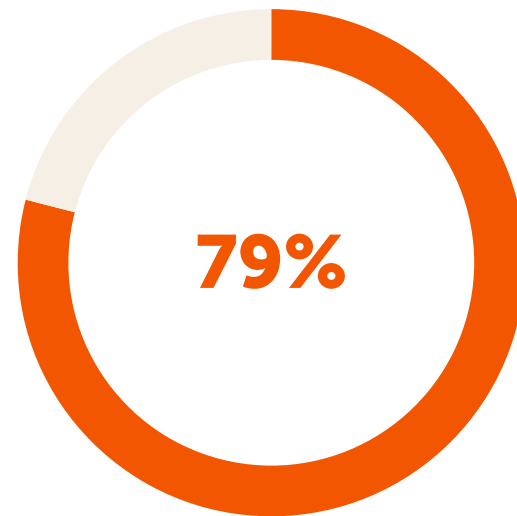
- 01** Individuals have positive perceptions of their local healthcare options; however, the majority believe the community would benefit from a new option
- 02** Individuals see a variety of benefits stemming from the proposed Mercy campus, ultimately making it both appealing and something the majority would consider using
- 03** The new campus leads to more positive perceptions of the community's healthcare options overall and for hospital service lines



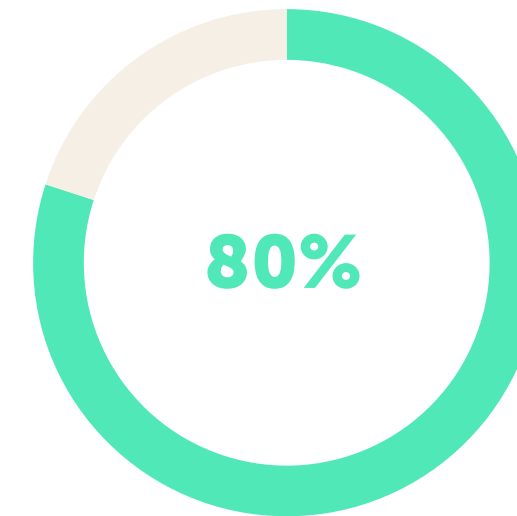
An overwhelming majority of consumers agree that the new campus will improve the quality of care and would benefit the local community

Statement agreement – improve/benefit

The new Mercy healthcare facility would improve the quality of healthcare in the area.



The new Mercy healthcare facility would benefit my local community.



Base All respondents (250)

QCo4 To what extent do you agree or disagree with the following statement: "The new Mercy healthcare facility would improve the quality of healthcare in the area."

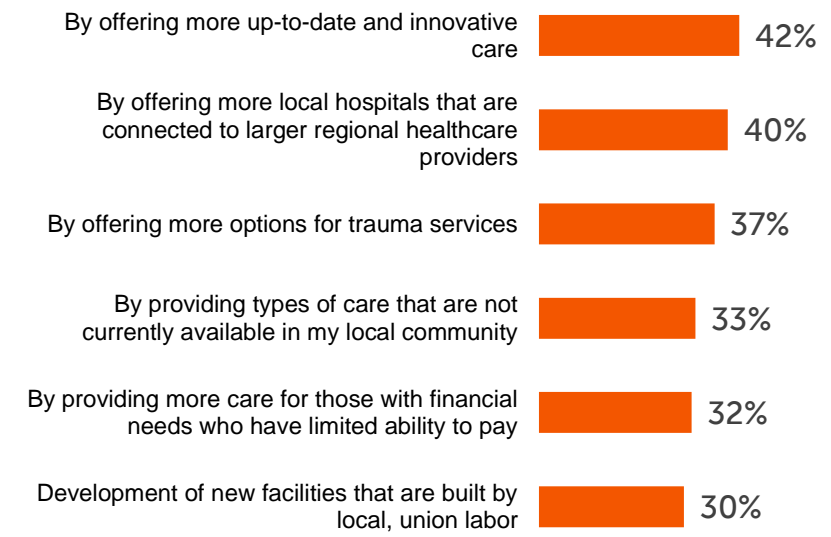
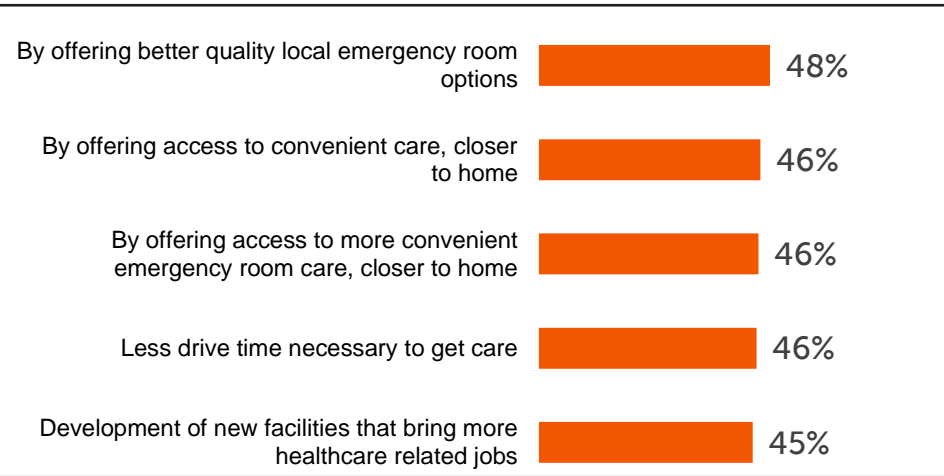
QCo5 To what extent do you agree or disagree with the following statement: "The new Mercy healthcare facility would benefit my local community."

Data NET Score: Top2Box (Strongly agree + Somewhat agree) – Bottom2Box (Strongly disagree + Somewhat disagree)

The Mercy campus addresses the needs of the community and provides a more positive outlook for hospital services.

Improving community healthcare

Q: In which of the following ways would the new Mercy healthcare facility benefit your local community?

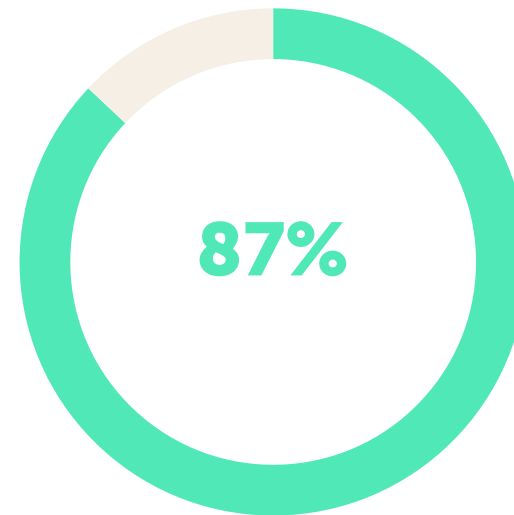


There are no ways that my local community healthcare options can be improved | 1%

Base All respondents (250)
 QCo6 In which of the following ways would the new Mercy healthcare facility benefit your local community?
 Data Selection frequency

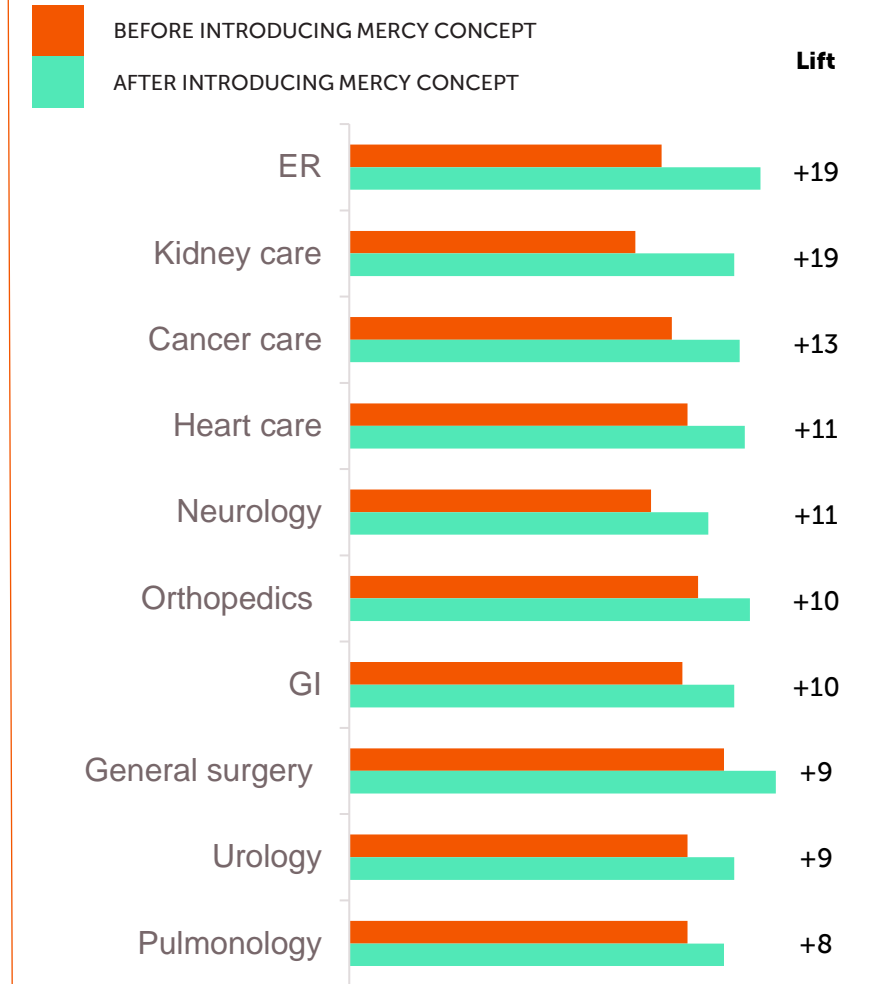
Would consider using

Q: Based on the description, how likely would you be to consider using this new healthcare facility in the future?



Base All respondents (250)
 QCo3 Based on the description, how likely would you be to consider using this new healthcare facility in the future?
 Data NET Score: Top3Box (Extremely likely + very likely + somewhat likely)

Improving community healthcare – pre vs post concept lift



Base All respondents (250)
 QCom3 How do you view your local community's healthcare options for each of the following services?
 QCo10 Assuming this new facility was built, now, how would you view your local community's healthcare options for each of the following services?
 Data NET Score: Top2Box (Very positive + Somewhat positive) – Bottom2Box (Very negative+ Somewhat negative)
 Data Gap analysis: (After introducing Mercy concept) – (Before introducing Mercy concept)

In their words...



It is planned in an area that is growing rapidly. It would be very beneficial to have a medical center in that area to save time, travel, and lives.



It would provide opportunities for so many good paying jobs for the community and surrounding areas. I would be thrilled to have another option for ER facilities and services in the area.



Base All respondents (250)

QCo5a You said that you [AGREE/DISAGREE] that the new Mercy healthcare facility would benefit my local community. Why did you select this response? In what ways do you [AGREE/DSAGREE] with it?

Data Coded OE Responses

01

COMMUNITY HOSPITAL CARE CAN IMPROVE HEALTHCARE IN THE AREA

Even though the community has positive perceptions of its healthcare options, individuals still recognize there are many ways in which the care can be improved; in fact, over 90% indicate healthcare options can be improved in some way or another.

Better quality and more convenient local emergency room options that are closer to home and that reduce the amount of drive time to get care, are the optimal improvement areas.

02

MERCY HOSPITAL CAN BENEFIT COMMUNITY

The majority of respondents believe the introduction of the new Mercy hospital facility will benefit their local community in a multitude of ways, **not only from a health perspective (filling the gaps related to better quality care, closer to home), but also economically via the production of jobs.** Additionally, hospital service line options will be perceived even more positively than they are right now.