



CERTIFICATE OF NEED APPLICATION

Project Number 6232 RS

Lee's Summit Senior Living Community

A 76-bed Assisted Living and Memory Care Facility to be Co-Located with a 98-unit Independent Living Facility

Submitted to:

Missouri Health Facilities Review Committee

August 29, 2025

Submitted by:

Paul E. Brothers

Attorney at Law

Graves Garrett Greim LLC

1100 Main Street, Suite 2700

Kansas City, MO 64105

Telephone: (816) 256-3181

CERTIFICATE OF NEED APPLICATION

Project Number 6232 RS

Lee's Summit Senior Living Community

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Project Name: _____

Project No: _____

Project Description: _____

Done	Page	N/A	Description
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Divider I. Application Summary:

1. Applicant Identification and Certification (Form MO 580-1861)
2. Representative Registration (Form MO 580-1869)
3. Proposed Project budget (Form MO 580-1863) and detail sheet with documentation of costs.
4. Provide documentation from MO Secretary of State that the proposed owner(s) and operator(s) are registered to do business in MO.
5. State if the license of the proposed operator or any affiliate of the proposed operator has been revoked within the previous five (5) years.
6. If the license of the proposed operator or any affiliate of the proposed operator has been revoked within the previous 5 years, provide the name and address of the facility whose license was revoked.
7. State if the Medicare and/or Medicaid certification of any facility owned or operated by the proposed operator or any affiliate of the proposed operator has been revoked within the previous 5 years.
8. If the Medicare and/or Medicaid certification of any facility owned or operated by the proposed operator or any affiliate of the proposed operator has been revoked within the previous 5 years, provide the name and address of the facility whose Medicare and/or Medicaid certification was revoked.

Divider II. Proposal Description:

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

Divider III. Service Specific Criteria and Standards:

1. For ICF/SNF beds, address the population-based bed need methodology of fifty-three (53) beds per one thousand (1,000) population age sixty-five (65) and older.
2. For RCF/ALF beds, address the population-based bed need methodology of twenty-five (25) beds per one thousand (1,000) population age sixty-five (65) and older.
3. For LTCH beds, address the population-based bed need methodology of one-tenth (0.1) bed per one thousand (1,000) population.
4. Document any alternate need methodology used to determine the need for additional beds such as Alzheimer's, mental health or other specialty beds.
5. For any proposed facility which is designed and operated exclusively for persons with acquired human immunodeficiency syndrome (AIDS) provide information to justify the need for the type of beds being proposed.
6. If the project is to add beds to an existing facility, has the facility received a Notice of Noncompliance within the last 18 months as a result of a survey, inspection or complaint investigation? If the answer is yes, explain.

Divider IV. Financial Feasibility Review Criteria and Standards:

1. Document that the proposed costs per square foot are reasonable when compared to the latest "RS Means Construction Cost data"
2. Document that sufficient financing is available by providing a letter from a financial institution or an auditor's statement indicating that sufficient funds are available.
3. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) for the latest three (3) years, and projected through three (3) **FULL** years beyond project completion.
4. Document how patient charges are derived.
5. Document responsiveness to the needs of the medically indigent.
6. For a proposed new skilled nursing or intermediate care facility, what percentage of your admissions would be Medicaid eligible on the first day of admission or become Medicaid eligible within 90 days of admission?
7. For an existing skilled nursing or intermediate care facility, what percentage of your admissions are Medicaid eligible on the first day of admission or becomes Medicaid eligible within 90 days of admission.

DIVIDER I

Application Summary

Divider I: Application Summary

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

See Attachment 1-1.1 and 1-1.2.

2. Representative registration (Form MO 580-1869).

See Attachments 1-2.1 to 1-2.3.

3. Proposed Project Budget (Form MO 580-1863) and detail sheet.

See Attachments 1-3.1 to 1-3.4.

4. Documentation from MO SOS that owner and operator are registered to conduct business in Missouri.

See Attachment 1-4.

5. License revoked within the previous 5 years?

No.

6. Name and address of facility whose license was revoked.

N/A

7. Medicare and/or Medicaid certification revoked within the previous 5 years?

No.

8. Name and address of the facility whose Medicare and/or Medicaid certification was revoked.

N/A.

DIVIDER I Attachments



Certificate of Need Program

APPLICANT IDENTIFICATION AND CERTIFICATION

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

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

Title of Proposed Project Lee's Summit Senior Living Community	Project Number 6232 RS
Project Address (Street/City/State/Zip Code) 39.006659 / -94.354450 Lee's Summit, MO 64064	County Jackson

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

List All Owner(s): <small>(List corporate entity.)</small>	Address (Street/City/State/Zip Code)	Telephone Number
Lee's Summit Senior Living Community, LLC Attn: Hunter Hein	5051 S. National Ave., Suite 4-110 Springfield, MO 65810	(417) 300-4050

List All Operator(s): <small>(List entity to be licensed or certified.)</small>	Address (Street/City/State/Zip Code)	Telephone Number
Lee's Summit Senior Living Community, LLC Attn: Hunter Hein	5051 S. National Ave., Suite 4-110 Springfield, MO 65810	(417) 300-4050

3. Ownership (Check applicable category.)

- | | | | |
|--|--------------------------------------|---------------------------------|--|
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Individual | <input type="checkbox"/> City | <input type="checkbox"/> District |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> County | <input checked="" type="checkbox"/> Other ^{LLC} _____ |

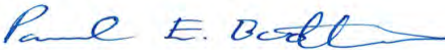
4. Certification

In submitting this project application, the applicant understands that:

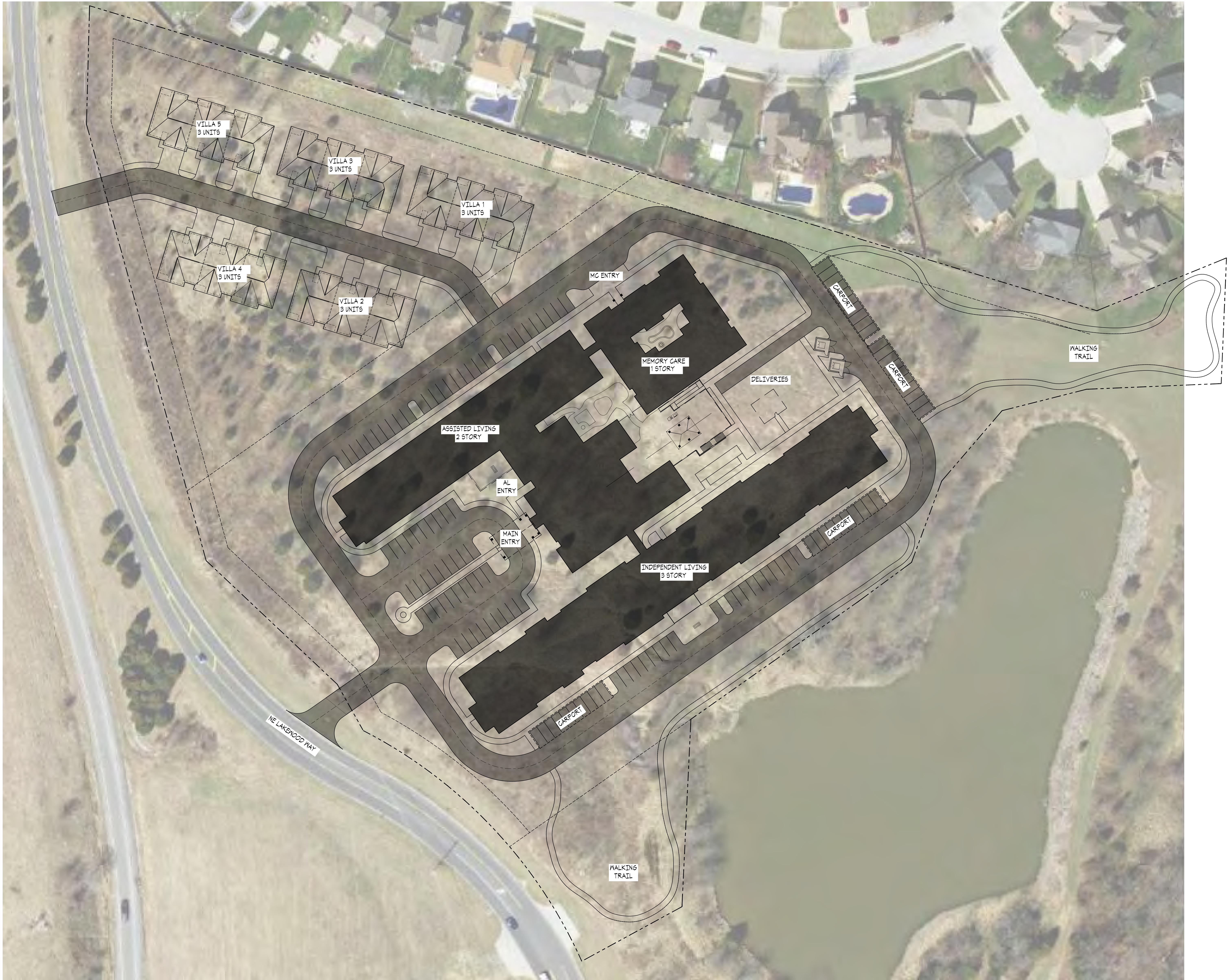
- (A) The review will be made as to the community need for the proposed beds or equipment in this application;
- (B) In determining community need, the Missouri Health Facilities Review Committee (Committee) will consider all similar beds or equipment within the service area;
- (C) The issuance of a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

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

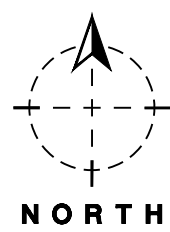
5. Authorized Contact Person (Attach a Contact Person Correction Form if different from the Letter of Intent.)

Name of Contact Person Paul Brothers	Title Attorney
Telephone Number (816) 256-3181	Fax Number (816) 256-5958
E-mail Address pbrothers@gravesgarrett.com	
Signature of Contact Person 	Date of Signature 8/29/2025

M:\2510 LEE'S SUMMIT SENIOR LIVING 2\SP1.1.dwg
Aug 25/2025 10:06am



A6 SITE PLAN
SCALE: 1" = 40'



ARCHITECTURAL CORPORATION
MISSOURI CERTIFICATE
OF AUTHORITY NO. 000073



LEE'S SUMMIT II
NE LAKEWOOD WAY
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI 64064
STARK WILSON DUNCAN ARCHITECTS INC.
315 NICHOLS RD. STE 228 - KANSAS CITY, MO 64112 - T 816.531.1888 - WWW.SWDARCHITECTS.COM

SEAL
ARCHITECT - TIMOTHY O.K. WILSON
LICENSE NO. A-6972



SITE PLAN

ISSUE DATE:
August 25, 2025
REVISIONS:

PROJECT NO.:
2510


SP1.1

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Certificate of Need Program

REPRESENTATIVE REGISTRATION


<i>(A registration form must be completed for each project presented.)</i>	
Project Name Lee's Summit Senior Living	Number 6232 RS
<i>(Please type or print legibly.)</i>	
Name of Representative Sarah Klebolt	Title Chief Legal and Administrative Officer
Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) 3333-9 Rue Royale St. Charles, MO 63301	Telephone Number 636-724-1765
Address (Street/City/State/Zip Code) Lee's Summit Senior Living	
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 Lee's Summit Senior Living	Telephone Number 417 300-4050
Address (Street/City/State/Zip Code) 5051 S. National Ave, Suite 4-110 Springfield, MO 65810	
<div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><p>Check one. Do you:</p><p><input checked="" type="checkbox"/> Support</p><p><input type="checkbox"/> Oppose</p><p><input type="checkbox"/> Neutral</p><p>Other Information:</p><p>_____</p><p>_____</p></div><div style="width: 45%;"><p>Relationship to Project:</p><p><input type="checkbox"/> None</p><p><input type="checkbox"/> Employee</p><p><input type="checkbox"/> Legal Counsel</p><p><input type="checkbox"/> Consultant</p><p><input type="checkbox"/> Lobbyist</p><p><input checked="" type="checkbox"/> Other (explain):</p><p style="margin-left: 20px;">Management Company</p><p>_____</p><p>_____</p></div></div>	
<p>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></p>	
Original Signature 	Date 8/11/25

MO 580-1869 (11/01)



Certificate of Need Program

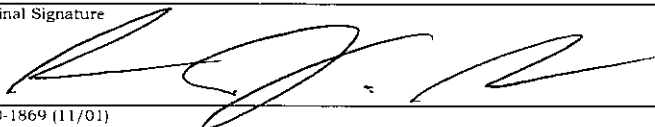
REPRESENTATIVE REGISTRATION

(A registration form must be completed for each project presented.)	
Project Name Lee's Summit Senior Living Community	Number 6232 RS
(Please type or print legibly.)	
Name of Representative Paul Brothers	Title Attorney
Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) Graves Garrett Greim	Telephone Number (816) 256-3181
Address (Street/City/State/Zip Code) 1100 Main Street, Suite 2700, Kansas City, MO 64105	
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 Lee's Summit Senior Living Community, LLC	Telephone Number (417) 300-4050
Address (Street/City/State/Zip Code) 5051 S. National Ave, Suite 4-110 Springfield, MO 65810	
<div>Check one. Do you: <input checked="" type="checkbox"/> Support <input type="checkbox"/> Oppose <input type="checkbox"/> Neutral</div> <div>Relationship to Project: <input type="checkbox"/> None <input type="checkbox"/> Employee <input checked="" type="checkbox"/> Legal Counsel <input type="checkbox"/> Consultant <input type="checkbox"/> Lobbyist <input type="checkbox"/> Other (explain):</div> <div>Other Information: _____ _____</div> <div>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></div>	
Original Signature 	Date 8/29/2025



Certificate of Need Program

REPRESENTATIVE REGISTRATION

(A registration form must be completed for each project presented.)	
Project Name Lee's Summit Senior Living Community	Number 6232 RS
(Please type or print legibly.)	
Name of Representative Salvatore Paris	Title Attorney
Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) Graves Garrett Greim	Telephone Number (816) 285-3058
Address (Street/City/State/Zip Code) 1100 Main Street, Suite 2700, Kansas City, MO 64105	
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 Lee's Summit Senior Living Community, LLC	Telephone Number (417) 300-4050
Address (Street/City/State/Zip Code) 5051 S. National Ave, Suite 4-110 Springfield, MO 65810	
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 checked="" type="checkbox"/> Legal Counsel <input type="checkbox"/> Consultant <input type="checkbox"/> Lobbyist <input type="checkbox"/> 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: <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 8-28-2025

MO 580-1869 (11/01)



Certificate of Need Program

PROPOSED PROJECT BUDGET

Description

Dollars

COSTS:*

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

- | | |
|--|----------------|
| 1. New Construction Costs *** | _____ |
| 2. Renovation Costs *** | _____ |
| 3. Subtotal Construction Costs (#1 plus #2) | _____ |
| 4. Architectural/Engineering Fees | _____ |
| 5. Other Equipment (not in construction contract) | _____ |
| 6. Major Medical Equipment | _____ |
| 7. Land Acquisition Costs *** | _____ |
| 8. Consultants' Fees/Legal Fees *** | _____ |
| 9. Interest During Construction (net of interest earned) *** | _____ |
| 10. Other Costs *** | _____ |
| 11. Subtotal Non-Construction Costs (sum of #4 through #10) | _____ |
| 12. Total Project Development Costs (#3 plus #11) | _____** |

FINANCING:

- | | |
|---|----------------|
| 13. Unrestricted Funds | _____ |
| 14. Bonds | _____ |
| 15. Loans | _____ |
| 16. Other Methods (specify) | _____ |
| 17. Total Project Financing (sum of #13 through #16) | _____** |

- | | |
|--|-------|
| 18. New Construction Total Square Footage | _____ |
| 19. New Construction Costs Per Square Foot ***** | _____ |
| 20. Renovated Space Total Square Footage | _____ |
| 21. Renovated Space Costs Per Square Foot ***** | _____ |

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

** These amounts should be the same.

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

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

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

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

Proposed Project Budget Detail Sheet

Project #6232 RS comprises 37% of the new units to be constructed at a facility that also includes co-located independent living units. Non-construction expenses for the new facility that are not solely associated with the assisted living and memory care facilities (and not with the independent living) are allocated to Project #6232 RS at a rate of 37%.

1. New Construction Costs.

\$14,205,892 represents the estimated cost of new construction for Project #6232 RS's 53,899 square feet of assisted living and memory care units. The estimated construction cost details are attached hereto as Attachment 1-3.3.

2. Renovation Costs.

This project involves only new construction.

4. Architectural/Engineering Fees.

\$671,141 represents Project #6232 RS's portion of the total architectural and engineering fees for the new facility as provided by SWD Architects. See Attachment 1-3.3.

5. Other Equipment.

\$494,625 is the estimated cost of furniture, fixtures, and other equipment—including for laundry, dining, and common areas allocated to the assisted living and memory care portions of the new facility.

6. Major Medical Equipment.

No major medical equipment will be purchased for this project.

7. Land Acquisition Costs.

\$1,119,288 is the portion of the total land acquisition cost for the plot allocated to the assisted living and memory care portion of the facility. See Attachment 1-3.3 and Attachment 1-3.4.

8. Consultants' Fees and Legal Fees.

\$120,072 is the estimated expense for entity organization, real estate purchase, and CON application.

9. Interest During Construction.

\$1,032,900 is the estimated interest accruing on the construction loan during the approximately 24 months of construction allocated to Project #6232 RS.

10. Other Costs.

\$5,114,235 is the estimated cost of surveying, soil testing, rock/soil suitability contingency, environmental studies, permits and zoning, public street improvements, loan closing fees, market studies, appraisal, application fees, marketing, and advertising allocated to Project #6232 RS.

15. Loans.

Applicant will borrow 79% of project costs.

16. Other Methods.

Applicant will pay for 21% of the project costs with cash.

		Percentage allocated	CON licensed units
Total Construction Contract	41,843,159		
Constructoin IL	20,437,379	0.00%	-
Construction AL	8,553,752	100.00%	8,553,752
Construction MC	2,935,538	100.00%	2,935,538
Construction Villas	2,683,791	0.00%	-
Construction sitework & amenities	7,147,877	37.56%	2,684,743
Off site improvements	84,822	37.56%	31,859
Rock/Suitable Soil Contingency	500,000	37.56%	187,800
Offsite Sewage Extension	-	37.56%	-
Public Street Improvements	300,000	37.56%	112,680
Architect-includes Civil/MEP Eng	1,546,850	37.56%	580,997
Architect - other direct bill	25,000	37.56%	9,390
Arrow Design Consulting/Architect Assist	138,449	37.56%	52,001
Third Party- Interior Design/Exterior Elevations	25,000	37.56%	9,390
Engineering - Survey	65,000	37.56%	24,414
Engineering (civil in arch) - 3rd party testing	150,000	37.56%	56,340
Geotech- soils report	10,500	37.56%	3,944
Site Monitoring/Marketing-OxBlue	20,000	37.56%	7,512
Zoning application	20,000	37.56%	7,512
Traffic Study	-	37.56%	-
Parkland Dedication	-	37.56%	-
Environmental Study	5,000	37.56%	1,878
Construction Loan - clsg fees/legal	250,000	37.56%	93,900
Interest - constr loan -	2,750,000	37.56%	1,032,900
Construction Period RE Tax	15,000	37.56%	5,634
Construction Period Ins (BidRisk-Liability)	750,000	37.56%	281,700
Plan Review Fee	50,000	37.56%	18,780
Market Study	10,000	37.56%	3,756
Appraisal	5,000	37.56%	1,878
Title, Recording and Clsg	75,000	37.56%	28,170
Legal - Closing/Organization	100,000	37.56%	37,560
Legal - City Incentives	-		-
CON Consultant	75,000	100.00%	75,000
State Cert. Application and Fees	-		-
Accounting/Cost Segregation	20,000	37.56%	7,512
Leasing Trailer and Set Up	92,882	37.56%	34,886
Arrow Presales/Marketing Fee	584,588	37.56%	219,571
Arrow Foresite	76,627	37.56%	28,781
3rd Party Marketing Consultant	10,000	37.56%	3,756
3rd Party Marketing Collateral Materials	10,000	37.56%	3,756
FF & E	1,316,894	37.56%	494,625
Vehicles - Car and Bus	188,529	37.56%	70,812
Contingency	1,200,000	37.56%	450,720
Total Replacement Costs	52,228,478		\$ 18,153,448
Land Acquisition	2,980,000	37.56%	1,119,288
Land Acquisition Broker fee	134,100	37.56%	50,368
Other Acquisition/Holding Costs	250,000	37.56%	93,900
Total Replacement plus land	\$55,592,578		\$ 19,417,003
Developer Fee	2,850,000	37.56%	1,070,460
Fee- Debt Placement	100,000	37.56%	37,560
Loan Guarantee Fee	515,000	37.56%	193,434
Fee- Equity Placement	100,000	37.56%	37,560
Equity Partner DD Costs- Closing/Travel/Inspection	40,000	37.56%	15,024
Arrow Operating Lease-Up Reserve	5,200,000	37.56%	1,953,120
Replacement Reserve Escrow	90,500	37.56%	33,992
Operating Escrow	-		-
Total Project Development Cost	64,488,078		\$ 22,758,153
		Cost per licensed unit	\$ 334,678.72
		Replacement cost per licensed unit	\$ 266,962.46

68 licensed units = 48 AL + 20 MC
98 IL

15 Villa units

New Construction Costs
14,205,892
Arch/Eng Fees
671,141
Other Equipment
494,625
MME
-
Land Acquisition
1,119,288
Consulting & Legal Fees
120,072
Interest During Construction
1,032,900
Other Costs
5,114,235

REAL ESTATE SALE AGREEMENT

by and between

CAPT'S WHARF L.L.C.

as Seller

and

LEE'S SUMMIT SENIOR LIVING COMMUNITY LLC, its assignee or nominee

as Purchaser

August 22, 2025



REAL ESTATE SALE AGREEMENT

THIS REAL ESTATE SALE AGREEMENT (this "**Agreement**") is made and entered into as of August 22, 2025 ("**Effective Date**") by and between **CAPT'S WHARF L.L.C.**, a Missouri limited liability company (the "**Seller**") and **LEE'S SUMMIT SENIOR LIVING COMMUNITY LLC**, a Missouri limited liability company, its successors and assigns (the "**Purchaser**").

PRELIMINARY STATEMENTS

A. Seller is the fee simple owner of the real estate and related assets hereinafter described; and

B. Seller desires to sell, and Purchaser desires to buy, the real estate and related assets hereinafter described, at the price and on the terms and conditions set forth herein.

In consideration of the recitals, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, it is agreed by and between the parties as follows:

1. **Property.**

The real estate which is the subject of this Agreement, consisting of approximately 11.96 acres of land, located in Lee's Summit, Missouri, and as depicted in crosshatch on **Exhibit A**, attached hereto and is identified as part of Parcel ID 43-210-01-01-02-0-00-000, together with all improvements located thereon, if any and all of Seller's right, title and interest in and to any and all fixtures attached thereto, if any; all rights, benefits, privileges, easements, rights of way, and other appurtenances to such land; all air and subsurface rights and other rights, if any, pertaining thereto including without limitation, all oil, gas and mineral rights of Seller, if any, in and to such land; and all of Seller's rights in and to strips and gores and any land lying in the bed of any public right of way adjacent to such land and any unpaid award for damage by reason of any condemnation proceedings or change of grade of any highway, street, road or avenue, if any (collectively, the "**Property**"). The parties hereto acknowledge and agree that the final legal description of the Property shall be determined by the Survey, as set forth in Section 8.

2. **Personal Property, Service Contracts and Leases.**

(a) There is no tangible personal property constituting part of the Property.

(b) There are no service contracts ("**Service Contracts**") affecting the Property, as confirmed on **Exhibit B**.

(c) There are no leases, licenses, occupancy or use, and rental agreements ("**Leases**") between Seller, as landlord, licensor, or grantor, and tenants or other occupants or users of the Property in effect as of the Effective Date or any time through the Closing (as defined below), except as set forth in the Title Commitment (as defined below).



3. **Sale/Conveyance and Assignment.**

Seller agrees to sell, convey and assign to Purchaser, and Purchaser agrees to buy from Seller, at the price and upon the other terms and conditions hereafter set forth the Property.

4. **Transfer of Title.**

(a) Title to the Property shall be conveyed to Purchaser by a special warranty deed (the "**Deed**") executed by Seller, in the form attached hereto as **Exhibit C.**

5. **Purchase Price; Earnest Money.**

The purchase price for the Property shall be Three Million One Hundred Thirty-Seven Thousand Three Hundred Thirty-Nine and No/100 Dollars (\$3,137,339.00) (the "**Purchase Price**") payable by Purchaser to Seller as follows:

(a) Within five (5) business days after the Effective Date of this Agreement, the Purchaser shall deposit into a strict joint order escrow trust (the "**Escrow**") established by First American Title Insurance Company, 1100 Main Street, Suite 1900, Kansas City, Missouri (the "**Escrow Agent**" or "**Title Insurer**"), the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the "**Earnest Money**") in the Escrow. If requested by Purchaser, and agreed to by the Title Insurer, any Earnest Money that is deposited shall be invested while held in Escrow in United States treasury obligations or such other interest bearing accounts or other insured investment but only as are directed and approved by the Purchaser in writing and any interest earned on the Earnest Money shall be administered, paid or credited (as the case may be) in the same manner as the Earnest Money and, when credited to the Escrow shall constitute additional Earnest Money. At the closing of the transaction contemplated by this Agreement (the "**Closing**"), which shall occur on the Closing Date (as defined below), the Purchaser shall receive a credit against the Purchase Price for the Earnest Money deposited by Purchaser. The Earnest Money shall be fully refundable to Purchaser as set forth herein, including, without limitation, until the satisfaction of the Zoning Contingency, the Plan Contingency, the CON Contingency, and the Purchaser Closing Conditions.

(b) The Purchase Price, less a credit for the Earnest Money, plus or minus prorations and adjustments as set forth in **Section 17** hereof, shall be paid by Purchaser to Seller by wire transfer of immediately available federal funds on the Closing Date via the Escrow.

6. **Representations and Covenants.**

(a) **Seller's Representations and Warranties.** As a material inducement to Purchaser to execute this Agreement and consummate this transaction, Seller represents and warrants to Purchaser as of the date hereof and continuing through and including the Closing Date as follows:

(1) **Authority.** The conveyance of the Property and the execution, delivery and performance of Seller of this Agreement has been duly authorized by all necessary limited liability company action on the part of Seller and is not in conflict with

the limited liability company instruments or with any agreement to which Seller is a signatory.

(2) Conflicts. Seller has no actual knowledge of any agreement to which Seller is a party or binding on Seller or the Property, which is in conflict with this Agreement or which would limit or restrict the timely performance by Seller of its obligations pursuant to this Agreement.

(3) Litigation. There is no action, suit or proceeding pending or, to Seller's Knowledge, threatened against either Seller or the Property which (i) if adversely determined, would materially affect the Property, or (ii) challenges or impairs Seller's ability to execute, deliver or perform this Agreement or consummate the transaction contemplated hereby.

(4) Leases. There are no Leases affecting the Property or Seller which would be binding upon Purchaser or the Property, and no Leases will affect the Property at Closing.

(5) Service Contracts. There are no Service Contracts affecting the Property or Seller which would be binding upon Purchaser or the Property, and no Service Contracts will affect the Property at Closing.

(6) Rights to Acquire. Seller has no actual knowledge of any options, rights of first refusal, or other contracts which give any other party a right to purchase or acquire, and no one possesses a right to purchase or acquire, any interest in the Property, or any part thereof.

(7) Adverse Condition of Property. Seller has no actual knowledge of any adverse fact relating to the physical condition of the Property, or any portion thereof, or any improvements thereon including, without limitation, landfills, hazardous wastes, fault lines, sinkholes or other geological conditions.

(8) Notice of Violations. Seller has no actual knowledge and has not received notice that: the Property is in violation of any applicable zoning, employee safety (including OSHA), environmental, toxic substance, hazardous waste or other statute, law, ordinance, rule, regulation or order relating to the Property; that there are presently such violations or grounds therefor which would adversely affect the Property; or that the Property is in material violation of any law, regulation, ordinance or rule applicable to its use. Seller has no notice and has not received notice that there are proceedings, pending or threatened, that may result in revocation, cancellation or suspension or any adverse modification, of any thereof.

(9) Withholding Obligation. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

(10) Condemnation. There is no pending, and Seller is not aware of any threatened condemnation or similar proceedings affecting the Property or any part thereof.



(11) Insurance Notices. Seller has not received any uncured notices from any insurance company which has issued a policy with respect to any portion of the Property, or by any board of fire underwriters, or from any governmental or quasi-governmental authority, of zoning, building, fire or health code violations with respect to the Property.

(12) Environmental. Seller has no actual knowledge of any violations of Environmental Laws (as defined below) related to the Property or the presence or release of Hazardous Materials (as defined below) on or from the Property. Seller has not manufactured, introduced, released or discharged from, on, under or adjacent to the Property any Hazardous Materials or any toxic wastes, substances or materials (including, without limitation, asbestos), and Seller has not used the Property or any part thereof for the generation, treatment, storage, handling or disposal of any Hazardous Materials, in violation of any Environmental Laws. The term "**Environmental Laws**" includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal laws governing the environment as in effect on the Effective Date together with their implementing regulations and guidelines as of the Effective Date, and all state, county and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials.

(13) ERISA. Seller is not (i) an "employee benefit plan" (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**")) that is subject to the provisions of Title I of ERISA, (ii) a "plan" that is subject to the prohibited transaction provisions of Section 4975 of the Internal Revenue Code of 1986 (the "**Code**") or (iii) an entity whose assets are treated as "plan assets" under ERISA by reason of an employee benefit plan or plan's investment in such entity.

(14) OFAC. Seller is not aware of any facts showing it is not in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "**Order**") and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury ("**OFAC**") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the **Order** and such other rules, regulations, legislation, or orders are collectively called the "**Orders**"). Seller is a Missouri limited liability company and its two individual members are US citizens, residing in the US, and Seller has no foreign interest in its ownership or management of its property and is not aware of any requirement under OFAC that applies to it.¹

(15) Ownership of the Property. Seller owns indefeasible fee simple title to the Property. The Property constitutes, or shall at Closing constitute, one separate tax parcel for purposes of ad valorem taxation. Seller has not executed any document with or for the benefit of any governmental or quasi-governmental authority restricting the

¹ NTD: Could you please explain why the original language as deleted?



development, use or occupancy of the Property that is not recorded in the land records of the county in which the Property is located.

(16) Legally Subdivided Lot. As of Closing, using the description of the Property reflected on the Survey, the Property shall be a legally subdivided lot or shall otherwise be in a condition to be legally conveyed to Purchaser in compliance with all applicable laws, acts, ordinances and any other legal requirements governing the conveyance, platting and subdivision of land.

(b) Purchaser's Representations and Warranties. As a material inducement to Seller to execute this Agreement and consummate this transaction, Purchaser represents and warrants to Seller that Purchaser has been duly organized and is validly existing as a limited liability company organized pursuant to the laws of the State of Missouri. Purchaser has the full right and authority and has obtained any and all consents required therefor to enter into this Agreement, consummate or cause to be consummated the purchase, and make or cause to be made the deliveries and undertakings contemplated herein or hereby. The persons signing this Agreement on behalf of Purchaser are authorized to do so. This Agreement and all of the documents to be delivered by Purchaser at the Closing have been (or will be) authorized and properly executed and will constitute the valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their terms.

(c) Representations and Warranties Prior to Closing. The continued validity in all respects of the foregoing representations and warranties shall be a condition precedent to the obligation of the party to whom the representation and warranty is given to close the transaction contemplated herein. If (i) any of Seller's representations and warranties shall not be true and correct at any time on or before the Closing whether or not true and correct as of the Effective Date, or (ii) any change in facts or circumstances has made the applicable representation and warranty no longer true and correct and regardless as to whether Purchaser becomes aware of such fact through Seller's notification or otherwise, then Purchaser may, at Purchaser's option, exercised by written notice to Seller (and as its sole and exclusive remedy), either (y) proceed with this transaction, accepting the applicable representation and warranty as being modified by such subsequent matters or knowledge and waiving any right relating thereto, if any, or (z) terminate this Agreement and declare this Agreement of no further force and effect, in which event the Earnest Money shall be immediately returned to Purchaser and Seller shall have no further liability or obligation hereunder by reason thereof, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except for the indemnity provisions set forth in Section 22(p) of this Agreement, any other provision of this Agreement that is expressly intended to survive the termination of this Agreement, and, if the breach of any representation and warranty of Seller hereunder results from the willful and intentional act of Seller, Purchaser shall also have the rights and remedies available to Purchaser under Section 18(b) of this Agreement upon a default by Seller of its obligations under this Agreement.

(d) Covenants of Seller. Seller covenants and agrees that during the period from the Effective Date through and including the Closing Date:



(1) There are no Service Contracts or Leases affecting the Property, and no Service Contracts or Leases will affect the Property at Closing.

(2) Seller will not enter into any contract or agreement or Service Contracts or Leases that will be an obligation affecting the Property subsequent to the Closing Date except for contracts entered into in the ordinary course of business that are terminable without cause and without payment of a fee or penalty on not more than 30-days' notice.

(3) Seller will continue to maintain the Property in accordance with past practices and will not make any material alterations or changes thereto.

(4) Seller currently has and will maintain liability insurance of a level and type consistent with the insurance maintained by Seller prior to the execution of this Agreement with respect to the Property.

(5) Seller shall not, without the prior written consent of Purchaser, except as provided herein, apply for, consent to or process any applications for zoning, re-zoning, variances, site plan approvals, subdivision approvals or development with respect to the Property or any portion thereof.

(6) Seller shall not, without the prior written consent of Purchaser, sell, assign, transfer or encumber all or any portion of the Property or any interest therein.

(7) Seller shall not do anything, nor authorize anything to be done, which would adversely affect the condition of title as shown on the Title Commitment without the prior written consent of Purchaser in Purchaser's sole discretion.

(8) Seller shall give immediate notice to Purchaser in the event Seller receives written notice or obtains knowledge of (i) the taking or threatened taking of the Property or any portion thereof by eminent domain or other applicable legal proceeding; (ii) any casualty relating to the Property; (iii) the filing or threat to file an action, claim or proceeding in any court or administrative agency against Seller which may affect the Property; or (iv) any violation of any legal requirements or insurance requirements affecting the Property, any service of process relating to the Property or which affects Seller's ability to perform its obligations under this Agreement.

(9) Purchaser shall have the ability to interact with necessary governmental authorities, submit applications, documents, forms, etc. as required during pursuit of all requisite entitlements and approvals; including, without limitation, planning and zoning consents, building permits, onsite/offsite utility coordination, etc. but shall be without cost or expense to Seller. In addition, as may be required, Seller agrees to reasonably cooperate, at no cost or expense to Seller, and shall execute all documents related to any zoning, permitting or authorizations related to the Property as Purchaser may reasonably deem necessary or appropriate in connection with Purchaser's intended use and development of the Property, including without limitation, those required by governmental or quasi-governmental agencies, utility companies and authorities having jurisdiction.



7. **Purchaser's Due Diligence.**

(a) **Property Representation.** Seller has been advised that the Property is currently zoned CP-2.

(b) **Due Diligence Materials.** Within ten (10) days of the Effective Date, Seller shall deliver to Purchaser, existing copies that are readily available in Seller's possession, of the following: (i) Preliminary Plat, and (ii) any other document and/or report reasonably requested in writing by Purchaser affecting the Property (collectively, the "**Due Diligence Materials**").

(c) **Due Diligence Period.** Purchaser shall have a period beginning on the Effective Date and ending at 11:59 p.m., local time where the Property is located, on the date that is ninety (90) days after the Effective Date (the "**Due Diligence Period**"), to access, examine, inspect, and investigate the Property and, in Purchaser's sole discretion, to determine whether Purchaser wishes to proceed to purchase the Property. If Purchaser is not satisfied with the condition of the Property for any reason whatsoever, then Purchaser may terminate this Agreement by giving written notice thereof to Seller prior to the expiration of the Due Diligence Period, in which event the Escrow Agent shall immediately return the Earnest Money to Purchaser and neither party shall have any further obligations under this Agreement except for those obligations which expressly survive the termination hereof. If such written notice of termination has not been delivered by Purchaser to Seller prior to the expiration of the Due Diligence Period, then the foregoing right to terminate shall be deemed not to have been exercised by Purchaser, the sale shall proceed to Closing, and the Earnest Money shall become nonrefundable to Purchaser, except as set forth herein.

(d) **Inspections.** Purchaser, during the Due Diligence Period and through the Closing, shall have reasonable access to the Property for the purpose of conducting surveys, architectural, engineering, geo-technical and environmental inspections and tests, and any other inspections, studies, or tests reasonably required by Purchaser. Purchaser shall give Seller not less than forty-eight (48) hours prior telephonic notice before entering onto the Property to perform inspections or tests, and in the case of tests (i) Purchaser shall specify to Seller the nature of the test to be performed. All examinations of the physical condition of the Property, which may include an examination for the presence or absence of hazardous or toxic materials, substances or wastes (collectively, "**Hazardous Materials**"), shall be performed or arranged by Purchaser at Purchaser's sole expense. Purchaser shall keep the Property free and clear of any liens and will indemnify, protect, defend, and hold each of Seller and its officers, directors members, managers, employees, and agents (each, a "**Seller Related Party**") harmless from and against all losses, costs, damages, claims, liabilities and expenses (including reasonable attorneys' fees and court costs) arising from physical damage to the Property and injury to persons asserted against or incurred by any Seller Related Party as a result of such entry by Purchaser, its agents, employees or representatives (*provided, however*, that Purchaser shall have no obligation to indemnify, defend and hold Seller harmless from and against any such claims, damages, liabilities, or losses to the extent resulting from Seller's acts or omissions or Purchaser's mere discovery of adverse physical conditions affecting the Property not present before Purchaser's entry on the Property, including, any Hazardous Materials). If any inspection or test damages the Property and Purchaser does not acquire the Property, Purchaser will restore the Property to substantially the same condition as existed prior to any such inspection or test. Purchaser and its



agents, employees and representatives may, upon not less than forty-eight (48) hours prior telephonic or email notice to Seller (with it being agreed that no other form of notice is required), examine and make copies of all records and other materials (excluding financial records and material) relating to the physical condition of the Property in Seller's possession at the location where such records are maintained. Any information provided to or obtained by Purchaser with respect to the Property shall be subject to the provisions of **Section 22(o)** of this Agreement. In the event this Agreement is terminated, except in the event of a Seller default, upon receipt of written request from Seller, Purchaser agrees to provide, within fifteen (15) days of written request, copies of non-proprietary, third-party prepared survey, geotechnical reports and environmental reports obtained in connection with Purchaser's acquisition of the Property; provided, however, that the diligence items provided pursuant to the terms herein shall be expressly without representation or warranty, including, but not limited to the truth, accuracy or completeness.

(e) **Zoning Contingency.** Purchaser may make formal application for any zoning approval(s) (collectively, the "**Zoning Approvals**") required for Purchaser's intended development of the Property as a continuum of care senior community consisting of senior living villas, independent living, assisted living and memory care for rent units (the "**Intended Development**") and will thereafter diligently pursue the receipt of such Zoning Approvals (the "**Zoning Contingency**") in the event the Property is not already approved. In the event Purchaser requires Seller's cooperation, then, at Purchaser's sole cost and expense, Purchaser and Seller shall cooperate in good faith to obtain the Zoning Approvals, and to provide to the applicable Authorities any information reasonably required for the same. Notwithstanding anything in the Agreement to the contrary, it is understood and agreed that in no event shall any change in the zoning of the Property be effective prior to Closing and all Zoning Approvals obtained by Purchaser shall be expressly contingent upon and effective only upon the Closing of the acquisition of the Property by Purchaser from Seller. Purchaser and Seller agree and acknowledge that Purchaser shall be responsible for preparing and submitting any necessary applications or other documents relating to the Zoning Approvals, but that Seller shall be shown as the applicant on such applications and documents. Seller agrees to cooperate with Purchaser in good faith in Purchaser's efforts to obtain the Zoning Approvals, including requests from Purchaser to sign or acknowledge applications and other documents related to the Zoning Approvals promptly upon request from Purchaser. If the Zoning Approvals are not obtained on or prior to the date that is two hundred seventy (270) days after the expiration of the Due Diligence Period (the "**Zoning Contingency Period**"), then Purchaser may terminate this Agreement by giving written notice thereof to Seller prior to Closing, in which event the Escrow Agent shall return the Earnest Money to Purchaser and neither party shall have any further obligations under this Agreement except for those obligations which expressly survive the termination hereof.

(f) **Plan Contingency.** Purchaser's obligations under this Agreement are expressly conditioned upon Purchaser having received final non-appealable approval from the applicable governmental authorities of (i) the preliminary plat applicable to the Property (the "**Preliminary Plat**") and (ii) the applicable site development plan, subdivision plat and/or civil construction drawings (the "**Site Plan**") as required for development of the Intended Development; provided, however, no Preliminary Plat or Site Plan approvals shall be recorded or deemed final and binding upon the Property until the Closing occurs. If the City of Lee's Summit, Missouri does not approve the Preliminary Plat and/or the Site Plan on or prior to the date that is



two hundred seventy (270) days after the expiration of the Due Diligence Period (the "**Plan Contingency Period**"), then Purchaser may terminate this Agreement by written notice delivered to Seller (the "**Plan Contingency**"), in which event the Title Insurer shall return the Earnest Money to Purchaser and neither party shall have any further obligations under this Agreement except for those obligations which expressly survive the termination hereof.

(g) Certificate of Need Contingency. Purchaser shall have obtained a final Certificate of Need (the "**CON**") required by governmental authorities (the "**Authorities**") to permit Purchaser to operate the Intended Development on the Property (the "**CON Contingency**," collectively with the Zoning Contingency and the Plan Contingency, the "**Contingencies**"). In the event Purchaser requires Seller's cooperation, then, at Purchaser's sole cost and expense, Purchaser and Seller shall cooperate in good faith to obtain the CON, and to provide to the applicable Authorities any information reasonably required for the same. Subject to Purchaser's satisfaction of the Submittals (as hereinafter defined), in the event the CON Contingency is not satisfied by the CON Deadline, Purchaser may terminate this Agreement by written notice delivered to Seller within ten (10) days after the CON Deadline, in which event the Escrow Agent shall return the Earnest Money to Purchaser and neither party shall have any further obligations under this Agreement except for those obligations which expressly survive the termination hereof. Purchaser shall make a reasonably good faith effort to prepare and submit the report requirements for the CON letter of intent (each a "**Submittal**") to the Authorities on or prior to September 24, 2025, with the anticipated decision to be delivered on January 5, 2026 (the "**CON Deadline**").

(h) Material Specifications & Finishes Proposal. Purchaser has previously delivered to Seller, and Seller hereby confirms that they have approved the use of (subject to changes in manufacturer if necessary), those certain material specifications and approximate percentages of the exterior building materials attached hereto as **Exhibit D** (the "**Materials Specifications**"). Purchaser shall submit to Seller, for Seller's review and approval, a proposal identifying the anticipated exterior finishes of such building materials (the "**Finishes Proposal**"); provided, however, that if Purchaser selects from the exterior finishes set forth on the document reflecting Purchaser's prior exterior finishes, as provided for in **Exhibit E**, attached hereto and incorporated herein, subject to minor deviations, Seller's approval of the Finishes Proposal shall not be unreasonably withheld, conditioned, delayed or denied. Purchaser agrees that the Finishes Proposal shall include one (1) concept elevation for the independent living, memory care, and assisted living facilities. In the event that Seller does not respond and provide its written approval within ten (10) days following Purchaser's delivery of such notice, Seller shall be deemed to have approved the Finishes Proposal in full. In the event that Seller responds and notifies Purchaser in writing that Seller does not consent to the Finishes Proposal, Purchaser shall have the option to (i) notify Seller that it will re-submit a revised Finishes Proposal for Seller's review, or (ii) terminate this Agreement in which event the Title Insurer shall return the Earnest Money to Purchaser and neither party shall have any further obligations under this Agreement except for those obligations which expressly survive the termination hereof. Seller and Purchaser expressly acknowledge and agree that Seller shall have no right to review or approve the Intended Development or any architectural or other details of the same excepting Seller's approval rights relating to the Finishes Proposal provided for in this section. For the avoidance of doubt, this section shall survive the Closing.



(i) Notwithstanding anything to the contrary contained in this Agreement, each of the termination rights of Purchaser pursuant to one or more subsections of this **Section 7** shall govern and control all other provisions of this Agreement.

8. **Survey.** Purchaser may obtain, at Purchaser's expense, an ALTA survey of the Property (the "**Survey**") certified to Purchaser, which Survey shall confirm and determine the acreage of the Property.

9. **Title Insurance.**

(a) Not later than fifteen (15) days after the Effective Date, Purchaser shall request from Escrow Agent, as issuing agent for Title Insurer, a commitment for the Title Policy described in **Section 9(b)** below dated on or after the Effective Date (the "**Title Commitment**"), together with legible copies of all of the underlying documentation described in such Title Commitment (the "**Title Documents**") to the extent not already delivered to Purchaser.

(b) Purchaser shall have until the expiration of sixty (60) days from the Effective Date (the "**Title Review Period**") in which to review the Title Commitment, the Title Documents, and the Survey and notify Seller and Escrow Agent in writing, at Purchaser's election, of such objections as Purchaser may have to any matters contained therein ("**Purchaser's Objection Notice**"; any of said objections listed on Purchaser's Objection Notice are deemed the "**Objectable Exceptions**"). The Purchaser's Objection Notice shall include copies of the Title Commitment and the Survey, if obtained. If Seller does not notify Purchaser in writing within ten (10) business days after receiving Purchaser's Objection Notice, Seller shall conclusively be deemed to have elected not to remove the Objectable Exceptions at or before Closing. On the other hand, if Seller notifies Purchaser and Escrow Agent in writing within ten (10) business days after receipt of Purchaser's Objection Notice that it has elected to cure one or more of said Objectable Exceptions ("**Seller's Notice**") (subject to Seller's obligation to remove or cure those items referenced in **Section 9d** below) at or before Closing, Seller shall eliminate or secure title insurance endorsements (which endorsements shall be paid for by Seller and with Purchaser's approval of such endorsements) for any Objectable Exceptions that Seller has elected to cure. Purchaser shall have the right to either: (a) terminate this Agreement by delivering written notice within ten (10) business days after receipt of such Seller's Notice or after Seller's failure to cure an Objectable Exception which Seller has elected to cure or has deemed to have elected not to cure, in which event, the Earnest Money shall be returned to Purchaser and neither party shall have any further rights or obligations under this Agreement, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except any provision of this Agreement that is expressly intended to survive the termination of this Agreement, or (b) Purchaser may consummate the transaction contemplated by this Agreement in accordance with the terms hereof, in which event, all those Objectable Exceptions that Seller has so elected not to cure shall conclusively be deemed to constitute "**Permitted Encumbrances**". Notwithstanding the foregoing, prior to Closing, Purchaser may, at its cost and expense, obtain an update or endorsement to the Title Commitment which updates the effective date of the Title Commitment. If such update or endorsement adds any previously unlisted title or survey exceptions to Schedule B-II of the Title Commitment or its equivalent which, one or more of the following: (i) renders title to the Property unmarketable, (ii) would materially and adversely affect Purchaser's contemplated use(s) of the

Property, or (iii) may materially increase the costs to complete any project that Purchaser desires to construct on the Property, each as determined in Purchaser's sole discretion, then Purchaser may object to any such new exception(s) by delivering written notice to Seller and Escrow Agent prior to Closing and: (x) any such notice shall be treated as a Purchaser's Objection Notice, (y) the exception(s) objected to in any such notice shall be treated as Objectionable Exceptions, and (z) Seller shall have until the earlier to occur of: (1) the time period provided under Section 9(b), or (2) the Closing, to respond to such Purchaser's Objection Notice; provided, however, that matters of title or survey created by, through, or under Purchaser, if any, shall not be objectionable and shall automatically be deemed additional Permitted Encumbrances.

(c) Seller, at its sole expense, shall cause to be delivered to Purchaser at Closing a standard owner's title insurance policy (the "**Title Policy**") issued by Title Insurer, dated the day of Closing, in the full amount of the Purchase Price, the form of which shall be American Land Title Association Owner's Policy, 2021 (or such other form required or promulgated pursuant to applicable state insurance regulations), subject only to the Permitted Exceptions (as defined below). The Title Policy may contain extended coverage or any endorsements requested by Purchaser; provided that, Purchaser shall satisfy itself as to the availability of any such coverage or endorsements prior to the expiration of the Due Diligence Period. The costs of such extended coverage and any such endorsements shall be paid for by Purchaser unless otherwise provided herein.

(d) Seller shall have no obligation to remove or cure title objections, except for (1) monetary liens, which liens Seller shall cause to be released at the Closing or affirmatively insured over by Title Insurer with Purchaser's approval, (2) any exceptions or encumbrances to title which are created by Seller after the Effective Date without Purchaser's written consent, and (3) any exceptions or encumbrances which Seller agreed in writing to remove or cure pursuant to this Section 9. In addition, Seller and Purchaser shall provide Title Insurer with the Title Insurer's form of owner's affidavit that will permit Title Insurer to provide extended coverage and to remove the standard "mechanic's lien" and "gap" exceptions and otherwise issue the Title Policy.

(e) "**Permitted Exceptions**" shall mean: (1) any exception arising directly out of an act of Purchaser or its representatives, agents, employees or independent contractors; (2) Permitted Encumbrances, as described in Section 9(b) above; and (3) real estate taxes and assessments not yet due and payable.

10. **Closing.** The Closing shall be accomplished through the Escrow Agent, and shall take place on the date (the "**Closing Date**") that is thirty (30) days following the date that the Contingencies specified in Section 7(b), 7(c), 7(d), 7(e), 7(f), and 7(g) hereof have been satisfied, or such other date as the parties may agree in writing, provided that all conditions precedent to Closing in paragraph 11 hereof, have been fulfilled or have been waived in writing by the respective party entitled to waive same.

11. **Conditions to Purchaser's Obligation to Close.** Purchaser's obligations under this Agreement are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the



following conditions (each, a "**Purchaser Closing Condition**," and collectively, the "**Purchaser Closing Conditions**"):

(a) All of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all materials respects when made, and shall be true and correct in all materials respects on the Closing Date with the same effect as if made on and as of such date.

(b) There shall be no moratorium imposed by any governmental authority or utility supplier with respect to the issuance of plan approvals, building permits, certificates of occupancy or sanitary sewer, water or electricity connections with respect to all or any portions of the Property.

(c) Seller shall have performed, observed and complied in all materials respects with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of the Closing hereunder.

(d) All instruments and documents required on Seller's part to effectuate this Agreement and the transactions contemplated hereby shall be delivered at Closing and shall be in form and substance consistent with the requirements herein.

(e) All utility services, including, but not limited to, natural gas, electrical, water and sewer to the Property and/or, as applicable, with respect to storm water and sanitary sewer systems, shall be available at the Property in capacities sufficient to serve the Property as developed for Purchaser's Intended Development.

(f) Purchaser and the applicable municipal authority or utility provider shall have negotiated, finalized and executed an agreement, in form and substance acceptable to Purchaser, pursuant to which such municipal authority or utility provider agrees to provide and install, at no cost to Purchaser, all necessary water utility infrastructure and connections to the boundary of Purchaser's Intended Development.

(g) Purchaser shall have received such permits, consents, authorizations, variances, waivers, licenses, certificates of need, governmental incentives, zoning, rezoning, subdivision, plat approval, water/sewer availability confirmation, and any other necessary site approvals necessary for the development of the Intended Development (collectively, the "**Approvals**"). None of the Approvals shall have been modified, repealed, rescinded, revoked or terminated, all Approvals shall be final and non-appealable, with all applicable appeal periods having expired without any appeals being filed (or, if filed, fully and finally resolved in a manner satisfactory to Purchaser in its sole discretion), and no additional conditions, restrictions or encumbrances shall have been placed on the development of the Property that would cause a material adverse effect on the ownership or development of the Property or prevent the Property from being developed for the Intended Development.

(h) On the Closing Date, the Title Insurer shall be unconditionally obligated and prepared, subject to the payment of the applicable title insurance premium and other related charges, to issue to Purchaser an ALTA Extended Coverage Owner's Policy of Title Insurance insuring the



fee simple title to the Property in Purchaser with liability in the amount of the Purchase Price, subject only to the Permitted Exceptions.

(i) This Agreement shall not have been previously terminated pursuant to any other provision hereof.

(j) There shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against or involving Seller, or to Seller's awareness, with no obligation of conducting independent inquiry, would materially and adversely affect Seller's ability to perform its obligations under this Agreement.

(k) Seller and Purchaser shall have executed a mutually agreeable Drainage, Pond Maintenance and Restrictions Easement (the "**Mutual Easement**"), in recordable form, which shall be recorded at Closing. The Mutual Easement, the form of which shall be negotiated and finalized during the Due Diligence Period, shall (i) provide Purchaser and Seller with all rights reasonably necessary for drainage, from the Purchaser's Property and Seller's property to the adjacent pond (the "**Pond**"), (ii) provide for access to and from the Property to the Pond for necessary maintenance, repair, and replacement of drainage improvements and related facilities, including ingress and egress over the parties neighboring properties, (iii) require that all parties subject to the Mutual Easement (and their respective successors or assigns) pay a proportionate share of the costs and expenses of any maintenance, repair, and replacement of any facilities and/or drainage improvements for the Pond (excluding drainage over Purchaser's property), (iv) provide, among other things, that Seller shall be responsible for such maintenance, repair and replacement for the Pond when needed, and shall note that if Seller fails to provide such maintenance, repair and replacement for the Pond after receipt of thirty (30) days' written notice from Purchaser setting forth such failure, Purchaser may forthwith provide such maintenance, repair and replacement for the Pond and Seller and Purchaser shall pay their proportionate share within thirty (30) days after receipt of the bill, (v) run with the land and generally provide that it is binding on the parties, their heirs, successors and assigns so long as such party is an owner of the property affected by the Mutual Easement, and (vi) include provisions restricting the use of Seller's property and the Property substantially as follows:

Restricted Uses (Seller's Property): No part of the Seller's property shall be used for the operation of the following restricted uses: adult entertainment; adult bookstore; used or pre-owned automobile sales or repair, service or leasing in connection therewith; bars or taverns as a primary use; car wash; cellular or other towers which are not stealth or fully integrated; manufacturing or assembly use; pawn shop; title loan, check cashing or payday loan services; or independent living, assisted living, memory care services, or skilled nursing facility. Additionally, no portion of Seller's property identified as Tract A on the Seller property exhibit attached hereto and incorporated herein as **Exhibit F** (the "**Seller Property Map**") shall be used for either (i) a tire, battery, or auto accessory store or (ii) an oil change store; provided, however, that Tract A may be used as a convenience store, which may include a gas station. Notwithstanding the foregoing, Seller's property identified as Tract B on the Seller Property Map may be used for either a (i) tire, battery, or auto accessory store, or (ii) an oil change store; provided (1) Tract B cannot be used for both purposes, and (2) the aforementioned purposes are only acceptable if any associated



bay doors are oriented to face either south toward NE Bowlin Road or west toward NE Lakewood Way.

Restricted Uses (Property): No part of the Property shall be used for the operation of the following restricted uses: adult entertainment; adult bookstore; used or pre-owned automobile sales or repair, service or leasing in connection therewith; bars or taverns as a primary use; car wash; cellular or other towers which are not stealth or fully integrated; manufacturing or assembly use; pawn shop; title loan, check cashing or payday loan services; or oil change stores.

(l) Purchaser shall have obtained a determination from the Federal Aviation Administration (the "FAA") in response to a Form 7460-1 filing confirming that the Intended Development of the Property does not constitute a hazard to air navigation (the "**7460 Approval**").

(m) Purchaser shall have conducted, immediately prior to the Closing, a re-inspection of the Property which confirms that no material change has occurred from the date of the original Property inspection. If the Property has materially changed from the date of the original Property inspection, Purchaser shall have the rights and remedies under **Section 18(b)** hereof.

In the event that any of the foregoing conditions shall not have been fulfilled on or before the time for Closing hereunder (excluding those conditions that by their nature can only be satisfied at Closing, but subject to the satisfaction or waiver of those conditions), then subject to the provisions of **Section 18(b)** hereof, Purchaser may elect, upon written notice to Seller and Escrow Agent, to either (1) terminate this Agreement, in which event the Earnest Money shall be immediately released to Purchaser and neither party shall have any further liability or obligation to the other, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except any provision of this Agreement that is expressly intended to survive the termination of this Agreement, (2) extend the Closing Date to allow the parties sufficient time to diligently pursue all actions reasonably necessary to satisfy such Purchaser Closing Condition, and/or (3) waive any one or more of the foregoing conditions and proceed to Closing.

12. **Conditions to Seller's Obligation to Close.** Seller shall not be obligated to proceed with the Closing unless and until each of the following conditions has been fulfilled or waived in writing by Seller:

(a) All representations and warranties of Purchaser contained herein shall be true and accurate in all material respects as though said representations and warranties were made at and as of Closing.

(b) Purchaser shall have materially performed and complied with all covenants, conditions and contingencies of this Agreement on Purchaser's part to be performed and complied with prior to or at Closing.

13. **As-Is Sale.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT



ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND/OR IN THE CLOSING DOCUMENTS REFERENCED HEREIN.

14. **Documents and Other Deliverables to be Delivered to Purchaser at Closing.**

At Closing, Seller shall deliver or cause to be delivered to Purchaser each of the following instruments and documents:

- (a) **Deed.** The original Deed in the form of **Exhibit C**, attached hereto.
- (b) **The Title Policy.** The Title Policy, provided, however, that the Title Policy may be delivered after the Closing if at the Closing, Title Insurer issues a currently effective, duly executed "marked-up" Title Commitment and commits in writing to issue the Title Policy in the form of the "marked-up" Title Commitment after the Closing.
- (c) **Mutual Easement.** An original Mutual Easement, as provided in **Section 11(k).**
- (d) **Transfer Tax Declarations.** Original copies of any required real estate transfer tax excise or documentary stamp tax declarations executed by Seller or any other similar documentation required to evidence the payment of any tax imposed by the state, county and city on the transaction contemplated hereby.
- (e) **FIRPTA.** An affidavit, in the form attached hereto as **Exhibit G**, stating Seller's U.S. taxpayer identification number and that Seller is a "United States person", as defined by Internal Revenue Code Section 1445(f)(3) and Section 7701(b).
- (f) **Owner's Affidavit.** A Seller's affidavit and such other documents as may be reasonably required by the Title Insurer, all in form and substance acceptable to the Title Insurer sufficient to cause deletion of all standard exceptions in the Title Commitment, including a "gap" indemnity.
- (g) **Certificate.** A certificate of Seller dated as of the Closing Date certifying that the representations and warranties of Seller set forth in **Section 6(a)** of this Agreement as applicable, remain true and correct in all material respects as of the Closing Date.
- (h) **Authority Documents.** Customary authorization and governance documents as the Title Insurer may reasonably require.



(i) Settlement Statement. A signature page to the settlement statement as prepared by the Escrow Agent.

(j) Additional Forms. A Form 1099-S as applicable.

(k) Other Documents. Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

15. **Documents to be Delivered to Seller at Closing.**

At Closing, Purchaser shall deliver or cause to be delivered to Seller each of the following instruments, documents and amounts:

(a) Purchase Price. The Purchase Price calculated pursuant to Section 5 hereof, subject to adjustment and proration as provided in Section 17 below.

(b) Mutual Easement. An original Mutual Easement, as provided for in Section 11(k).

(c) Settlement Statement. A signature page to the settlement statement as prepared by the Escrow Agent.

(d) Other Documents. Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

16. **Intentionally Deleted.**

17. **Prorations and Adjustments.** The following prorations and adjustments shall be made between Seller and Purchaser as credits or additions, as applicable, against the Purchase Price. All prorations shall be made as of 11:59 p.m. on the Closing Date on the basis of the number of days in the month of Closing. To the extent any prorations or adjustments cannot be made at the Closing, or to the extent there are to be re-prorations, such as if the actual tax bill is not available at Closing, the same shall be adjusted and completed after the Closing as and when complete information becomes available, but in no event later than nine (9) months after the Closing Date. The terms and provisions of this Section 17 shall survive the Closing for a period of three hundred sixty-five (365) days.

(a) Real estate taxes and assessments will be prorated between Purchaser and Seller for the period for which such taxes are assessed, regardless of when payable. If the current tax bill is not available at Closing, then the proration shall be made on the basis of 110% of the most recent ascertainable tax assessment and tax rate. Any taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid. If taxes and assessments for the fiscal year in which Closing occurs or any prior years have not been paid before Closing, Purchaser shall be credited by Seller at the time of Closing with an amount equal to that portion of such taxes and assessments which are ratably attributable to the period before the Closing Date and Purchaser shall pay (or cause to be paid) the taxes and assessments prior to their becoming delinquent. If



taxes and assessments for the fiscal year in which Closing occurs have been paid before Closing (or are paid at Closing with proceeds from the Purchase Price), Seller shall be credited by Purchaser at the time of Closing with an amount equal to that portion of such taxes and assessments which are ratably attributable to the period from and after the Closing Date. All prorations pursuant to this Section 17(a) shall be final.

(b) All utilities shall be prorated based upon estimates using the most recent actual invoices. Seller shall receive a credit for the amount of deposits, if any, with utility companies that are transferable and that are assigned to Purchaser at the Closing. In the case of non-transferable deposits, Purchaser shall be responsible for making any security deposits required by utility companies providing service to the Property.

18. Default; Termination.

(a) If Purchaser defaults in any material respect hereunder which is not cured within ten (10) business days of Seller's delivery of written notice to Purchaser of such default(s), Seller's sole remedy shall be to terminate this Agreement by giving written notice thereof to Purchaser, whereupon the Earnest Money deposited by Purchaser prior to such default shall be retained by Seller as liquidated damages as Seller's sole and exclusive remedy, and neither party shall have any further liability or obligation to the other, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except for the indemnity provisions set forth in Section 22(p) of this Agreement and any other provision of this Agreement that is expressly intended to survive the termination of this Agreement. The parties acknowledge and agree that Seller's actual damages in the event of Purchaser's default are uncertain in amount and difficult to ascertain and that said amount of liquidated damages was reasonably determined and is not a penalty. Seller may not exercise its sole remedy if Seller is in default in any material respect under this Agreement.

(b) If Seller defaults in any material respect hereunder which is not cured within ten (10) business days of Purchaser's delivery of written notice to Seller of such default(s), Purchaser may, at its sole election, either:

(1) Terminate this Agreement, whereupon the Earnest Money shall be immediately returned to Purchaser and Seller shall reimburse Purchaser for all of Purchaser's actual costs incurred in connection with this Agreement including, without limitation, any and all costs related to Purchaser's due diligence on the Property, reasonable attorneys' fees in reviewing and negotiating this Agreement and preparing for Closing, and the costs, including reasonable attorneys' fees incurred in connection with Purchaser's contemplated financing of the Property, and neither party shall have any further liability or obligation to the other, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except for the indemnity provisions set forth in Section 22(p) of this Agreement and any other provision of this Agreement that is expressly intended to survive the termination of this Agreement; or

(2) Assert and seek judgment against Seller for specific performance, provided that if a court of competent jurisdiction determines that the remedy of specific performance is not available to Purchaser (for example, but not in limitation, because



Seller's default arose under the last sentence of **Section 6(c)** or Seller has sold all or any portion of the Property to a third party in violation of the terms of this Agreement), then Purchaser shall have all remedies available to it at law or in equity, including, without limitation, the right to seek judgment against Seller for actual contract damages.

Purchaser may not exercise its remedies hereunder if Purchaser is in default in any material respect under this Agreement.

19. **Expenses.**

(a) Title insurance premiums for the standard coverage Title Policy (other than the costs of the endorsements to such Title Policy), and one-half (1/2) of the escrow fee, shall be borne and paid by Seller.

(b) The costs of extended coverage and any endorsements to the Title Policy, one-half (1/2) of the escrow fee and all recording fees respecting the Deed shall be borne and paid by Purchaser.

(c) All other costs, charges, and expenses shall be borne and paid as provided in this Agreement, or in the absence of such provision, in accordance with applicable law or local custom.

20. **Intermediaries.**

(a) Purchaser and Seller represent and warrant that they have not dealt with any real estate brokers in connection with this transaction other than Kessinger Hunter & Company, LC, representing Seller ("**Seller's Broker**") and Juniper Ventures LLC, representing Purchaser ("**Purchaser's Broker**"). At Closing, Purchaser shall pay any and all fees due to Purchaser's Broker and Seller shall pay any and all fees due to Seller's Broker, if any.

(b) Except for the parties to be paid in accordance with **Section 20(a)** above, if there is any claim is made for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby by or through acts of Seller or Purchaser or their respective partners, agents or affiliates, then Seller or Purchaser, as applicable, shall defend, indemnify and hold harmless the other party from and against any such demands, claims, losses, damages, costs or expenses (including reasonable attorneys' fees) based upon any statement, representation or agreement of such party, which obligation shall survive Closing.

21. **Condemnation.** If, prior to Closing, any condemnation proceeding is commenced or threatened by a governmental or quasi-governmental agency with the power of eminent domain ("**Condemnation**"), then:

(a) Purchaser may elect, within ten (10) business days from and after its receipt of written notice of such Condemnation (and the Closing Date shall be extended as necessary to allow for such ten (10) business day period), by written notice to Seller, to terminate this Agreement, and if necessary, the time of Closing shall be extended to permit such election. In the event of an election to terminate, the Earnest Money shall be immediately returned to Purchaser



and neither party shall have any liability to the other by reason hereof, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except any provision of this Agreement that is expressly intended to survive the termination of this Agreement; or

(b) In the event Purchaser does not timely elect to terminate pursuant to subsection (a) above, the transaction contemplated hereby shall be closed without a reduction in the Purchase Price, and Seller shall assign all of Seller's right, title and interest in any Condemnation award to be paid to Seller, to Purchaser in connection with such Condemnation.

22. General Provisions.

(a) Entire Agreement. This Agreement, including all exhibits and schedules attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties with respect to the subject matter contained herein, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants related to such subject matter not contained herein.

(b) Amendments in Writing. This Agreement may be amended only by a written agreement executed by all of the parties hereto. Purchaser and Seller agree that any amendments or modifications to this Agreement may be entered into by either Purchaser or its counsel or Seller or its counsel (including without limitation, amendments or modifications related to title and survey matters) and the execution of an amendment or modification by counsel instead of the applicable Purchaser or Seller is expressly permitted and agreed to by the parties to this Agreement and each party's counsel shall be deemed a permitted and authorized agent of such party until the time that Purchaser or Seller notifies the other party in writing that their respective counsel does not have authority to amend or modify this Agreement on its behalf.

(c) Waiver. No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

(d) Time of the Essence. Time is of the essence of this Agreement. However, if Purchaser is acting diligently and in good faith to proceed with the consummation of the transaction contemplated by this Agreement on the Closing Date, Seller will, upon the written request of Purchaser, extend the Closing Date, one time only, up to ten (10) days. If any date or time period provided for in this Agreement or by law falls on a Saturday, Sunday or legal holiday when banks are not open for business in Jackson County, Missouri, then such date or time period shall then be deemed to refer to the next day which is not the last to occur of: (1) a Saturday or Sunday, or (2) any one or more of a legal holiday, governmental shutdown or order, or any reasonable equivalent exists when banks are not open for business in any one or more of such locations. Further and for the avoidance of doubt, when any date is calculated "from" or "within" a specific date, the first day after such specific date shall be deemed for all purposes the first day for purposes of computing the applicable date or time period. Purchaser shall have, in its sole discretion, the unilateral (one time only) right to extend the date to deposit Earnest Money by ten (10) days by providing Seller with written notice of such election to extend on or prior to the date the same is due.



(e) Severability. Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

(f) Headings. Headings of sections are for convenience of reference only, and shall not be construed as a part of this Agreement.

(g) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto, and their respective successors, and permitted assigns. The terms and conditions of this Agreement are hereby made binding on the successors and assigns of the parties hereto. Purchaser may assign this Agreement, in part or in whole, at any time to, or may nominate an Affiliate to take title to the Property at closing. An "Affiliate" is defined as any person or entity that: (i) controls, is controlled by or is under common control with the assignor in question. Seller shall have no right to assign this Agreement without the prior written consent of Purchaser.

(h) Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to be an adequate and sufficient notice if given in writing and delivery is made either by (i) personal delivery, in which case the notice shall be deemed received the date of such personal delivery or refusal of receipt, (ii) nationally recognized overnight air courier service, next day delivery, prepaid, in which case the notice shall be deemed to have been received one (1) business day following delivery to such nationally recognized overnight air courier service or refusal of receipt, (iii) facsimile, provided that at the time of being sent by facsimile, delivery thereof is confirmed by sender's receipt of a transmission report generated by sender's facsimile machine, which confirms that the facsimile was successfully transmitted, or (iv) email, and to the following addresses, facsimile numbers or email addresses, as applicable:

IF TO PURCHASER:

Lee's Summit Senior Living Community LLC
5051 S. National Ave., Ste. 4-100
Springfield, Missouri 65810
Attention: Denise Heintz
Email: denise@oreillydevelopment.com
Phone: (417)-300-4050

with a copy to:

Polsinelli, PC
201 E. Las Olas Boulevard, Suite 2250B
Fort Lauderdale, Florida 33301
Attention: S. Shawn Whitney



Email: swhitney@polsinelli.com
Phone: 754-285-3703

IF TO SELLER:

John S. Evans
208 N. W. Aspen
Lee's Summit, MO 64064
Email: johnsevens@sbcglobal.net
Phone (816) 223-3431
With a copy to:

David R. Frensley, PC
11307 Madison Ave.
Kansas City, MO 64114
Email: drf@frensleylaw.com
Phone: (816) 531-5262

or to such additional or other persons, at such other address or addresses as may be designated by notice from Purchaser or Seller, as the case may be, to the other party.

(i) Governing Law. This Agreement shall be governed in all respects by the internal laws of the State of Missouri. Venue shall be in Jackson County, Missouri.

(j) Counterparts; Non-Paper Records. This Agreement may be signed or otherwise authenticated in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so authenticated, shall be deemed an original, but all such counterparts shall constitute one and the same Agreement. Any signature or other authentication delivered by facsimile or electronic transmission shall be deemed to be an original signature hereto. Each party who signs or otherwise authenticates this Agreement hereby: (1) agrees that the other party may create a duplicate of this Agreement by storing an image of it in an electronic or other medium (a "**Non-Paper Record**"); (2) agrees that, after creating the Non-Paper Record, such party may discard or destroy the original in reliance on this Section; (3) agrees that the Non-Paper Record shall be treated as the original for all purposes; and (4) expresses its present intent to adopt and accept the Non-Paper Record as an authenticated record of this Agreement. This Agreement, when signed or authenticated pursuant to this Section, shall be evidence of the existence of this Agreement and may be received in all courts and public spaces as conclusive evidence of the existence of this Agreement and that this Agreement was duly executed by the parties to this Agreement. For the avoidance of doubt, nothing herein shall prevent either party from retaining the original Agreement in paper form.

(k) Attorney's Fees. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover all costs and expenses including its attorneys' fees in such action or proceeding in such amount as the court may adjudge reasonable. The prevailing party shall be determined by the court based upon an assessment of which party's major arguments made or positions taken in the proceedings could



fairly be said to have prevailed over the other party's major arguments or positions on major disputed issues in the court's decision.

(l) Construction. This Agreement shall not be construed more strictly against Purchaser merely by virtue of the fact that the same has been prepared by Purchaser or its counsel, it being recognized both of the parties hereto have contributed substantially and materially to the preparation of this Agreement. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders and any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(m) Reporting Obligations. Seller and Purchaser hereby designate Title Insurer to act as and perform the duties and obligations of the "reporting person" with respect to the transaction contemplated by this Agreement for purposes of 26 C.F.R. Section 1.6045-4(e)(5) relating to the requirements for information reporting on real estate transaction closed on or after January 1, 1991. If required, Seller, Purchaser and Title Insurer shall execute at Closing a designation agreement designating Title Insurer as the reporting person with respect to the transaction contemplated by this Agreement.

(n) 1031 Exchange. Seller and Purchaser may each structure the sale of the Property as a like-kind exchange under Internal Revenue Code Section 1031 at such party's sole cost and expense. The other party shall reasonably cooperate therein, provided that such party shall incur no material costs, expenses or liabilities in connection with such party's exchange and the other party shall not be required to take title to or contract for purchase of any other property. If either party uses a qualified intermediary to effectuate the exchange, any assignment of the rights or obligations of such party hereunder shall not relieve, release or absolve such party of its obligations to the other party hereunder.

(o) Confidentiality/Exclusivity. (i) Purchaser and its respective representatives shall hold in strictest confidence all data and information obtained with respect to the operation and management of the Property and the terms and conditions of this Agreement, and (ii) Seller and its respective representatives shall hold in strictest confidence all data and information obtained with respect to Purchaser and its affiliates' operations and the terms and conditions of this Agreement, whether obtained before or after the execution and delivery hereof, and shall not use such data or information for purposes unrelated to this Agreement or disclose the same to others except as expressly permitted hereunder except as otherwise provided herein. The preceding sentence shall not be construed to prevent either party from disclosing to: (x) its prospective lenders or investors, or to its officers, directors, attorneys, accountants, architects, engineers and consultants to perform their designated tasks in connection with the transaction contemplated by this Agreement; provided that such disclosing party advises any such third party of the confidential nature of the information disclosed, (y) Jackson County officials and representatives in connection with any rezoning of the property or (z) Title Insurer. However, neither party shall have this obligation concerning information which: (a) is published or becomes publicly available through no fault of either Purchaser or Seller; (b) is rightfully received from a third party; or (c) is required to be disclosed by law. Seller agrees that, from and after the Effective Date until the earlier of such time as (1) the Closing Date or (2) the termination of this Agreement, Seller shall not, directly or indirectly, through any officer, director, agent, representative or otherwise, market, solicit,

initiate or encourage the making of any inquiries, engage in marketing, negotiations or other substantial discussions, or enter into any agreement with any party, with respect to the transaction contemplated under this Agreement and shall discontinue any marketing, pending discussions or negotiations with respect to the transaction contemplated hereunder. Notwithstanding the foregoing, Purchaser shall have the right to discuss the Intended Development and related aspects of the same with the City of Lee's Summit, Missouri and any Jackson County officials and representatives.

(p) Indemnification. Each party herein hereby agrees to indemnify, protect, defend and hold the other party and its officers, directors, members, managers, partners, shareholders, employees and agents harmless from and against any third party loss, cost, damage, claim, liability or expense (including reasonable attorneys' fees and court costs) arising out of such parties acts, omissions and conduct by such parties, officers, agents, employees and invitees, relating to the Property or as a result of a breach or inaccuracy of one of such parties covenants, representations or warranties pursuant to this Agreement and arising or accruing at any time prior to the Closing or the earlier termination of this Agreement, as the case may be. This provision shall survive the Closing or the earlier termination of this Agreement, as the case may be for a period of three hundred sixty-five (365) days.

(q) Exculpation. Purchaser and Seller each agree that it does not have and will not have any claims or causes of action against any disclosed or undisclosed officer, director, employee, trustee, shareholder, partner, principal of Seller or Purchaser as the case may be, parent, subsidiary or other affiliate of the other, or any officer, director, employee, trustee, shareholder, partner, or principal of any such parent, subsidiary or other affiliate that share common control with Purchaser (collectively, "Affiliates"), arising out of or in connection with this Agreement or the transactions contemplated hereby (including, without limitation, under any documents executed pursuant hereto); provided however that Purchaser and/or Seller shall remain liable, as the case may be, for the act and omissions of such Affiliates, including fraudulent conduct. Subject to the terms of this Agreement, Purchaser and Seller agree to look solely to the other and its assets for the satisfaction of any liability or obligation arising under this Agreement, the transactions contemplated hereby or the documents executed pursuant hereto, or for the performance of any of the covenants, warranties or other agreements contained herein or therein, and further agree not to sue or otherwise seek to enforce any personal obligation against any Affiliates except as above stated, with respect to any matters arising out of or in connection with this Agreement, the transactions contemplated hereby or the documents executed pursuant hereto. Without limiting the generality of the foregoing provisions of this Section 22(q), Purchaser and Seller each hereby unconditionally and irrevocably waives any and all claims and causes of action of any nature whatsoever it may now or hereafter have against Affiliates, except as earlier stated and hereby unconditionally and irrevocably releases and discharges Affiliates except as stated herein from any and all liability whatsoever which may now or hereafter accrue in favor of Purchaser or Seller, as applicable, against Affiliates except as stated herein, in connection with or arising out of this Agreement, the transactions contemplated hereby or the documents executed pursuant hereto. The provisions of this Section 22(q) shall survive the termination of this Agreement and the Closing.

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE
SIGNATURE PAGE TO THIS REAL ESTATE AGREEMENT FOLLOWS.]***



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.


SELLER:

CAPT'S WHARF L.L.C.,
a Missouri limited liability company

By: 
John S. Evans-Trustee of the John S. Evans Trust
U/T/A 11/01/2016 MEMBER

PURCHASER:

**LEE'S SUMMIT SENIOR LIVING
COMMUNITY LLC,**
a Missouri limited liability company

By: 
Name: Denise Heintz
Title: Member

LIST OF EXHIBITS AND SCHEDULES

EXHIBITS	DESCRIPTIONS
1. EXHIBIT A	LEGAL DESCRIPTION/DRAWING
2. EXHIBIT B	LIST OF SERVICE CONTRACTS
3. EXHIBIT C	FORM OF DEED
4. EXHIBIT D	MATERIAL SPECIFICATIONS
5. EXHIBIT E	EXTERIOR FINISHES
6. EXHIBIT F	SELLER PROPERTY MAP
7. EXHIBIT G	FORM OF FIRPTA AFFIDAVIT



EXHIBIT A

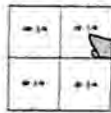
DEPICTION OF PROPERTY AS PROVIDED FOR IN THE AGREEMENT

[ATTACHED]

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a combination of initials and a surname.

Lee's Summit, Jackson County, Missouri
PART OF THE NE 1/4 OF SECTION 5-48-31

Lee's Summit, Jackson County, Missouri
PART OF THE NE 1/4 OF SECTION 5-48-31



CONFIDENTIAL

454 *BRITISH JOURNAL OF*[illegible]

LEAD RECEPTION PAGE 02

[illegible]

General Note:
Contract work not to be stored and disposed of its property under conditions of contract work in an initial "Test" at the first job.

Final Note:
 Papers were last edited June 7th before the start of summer holiday at home in Paris.
 Received from May 20, 2017; EAS 2 prepared by the Editor (Emergency Management)
 April 2018; April 2, 2018

Read the book.
There is no substitute for reading it all of you really are serious.

2025 RELEASE UNDER E.O. 14176

THE FOLLOWING TABLES SHOW:

GEA

CAPT'S WHARF
 100 1/2 WEST 8-40-77
 1979 PLANNED
 200,000,000 (1979); 200,000,000

PROCEEDINGS OF THE 1998 ANNUAL MEETING

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W-1000
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1 OF 1

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EXHIBIT C

FORM OF SPECIAL WARRANTY DEED

This DEED is made this ____ day of _____, 202_, by and between
[_____] , with an address of [_____] ("Grantor")
and [_____] , with an address of [_____] ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to Grantor paid by Grantee (the receipt of which is hereby acknowledged) does by these presents SELL AND CONVEY unto Grantee and its successors and assigns, the following described land, lots, tracts or parcels of land, lying, being and situate in the County of [_____] and State of Missouri (the "Property"), to wit:

*See **Exhibit A** attached hereto.*

SUBJECT TO: The permitted exceptions described on **Exhibit B** attached hereto (the "Permitted Exceptions").

TO HAVE AND TO HOLD, the Property aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the said Grantee and unto its successors and assigns forever; Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the Property herein conveyed; that it has good right to convey the same; that the said Property is free and clear from any encumbrances done or suffered by, through or under Grantor, except the Permitted Exceptions; and that it will warrant and defend the title of the said Property unto Grantee and unto its successors and assigns forever, against the lawful claims and demands against Grantor and Grantor's successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same by, through, or under Grantor, except as set forth above.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and delivered by its duly authorized officer, as of the day and year first above written.

[_____]
a [_____]

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledge before me, a Notary Public, on _____, 20__, by
_____, as _____ of _____, a
[_____].

My Commission Expires:

Notary Public in and for said County and
State

[SEAL]

Print Name: _____

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Exhibit A

LEGAL DESCRIPTION

[To be inserted and confirmed by Title Insurer as provided by the Agreement]



Exhibit B

PERMITTED EXCEPTIONS

[To be inserted as provided for in the Agreement]

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EXHIBIT D

EXTERIOR MATERIAL SPECIFICATIONS

Thin Stone: 25%
Fiber-Cement-Siding: 75%

Material Specifications

Fiber-Cement-Siding

Basis-of-Design Product: Fiber Cement including Lap siding, Vertical Siding, Shingle Siding, Smooth Siding, Trim and Batten Boards by James Hardie Building Products or approved equal.
<https://www.jameshardie.com/product-catalog/exterior-siding-products/>

Installation: Product is applied over exterior structural sheathing panels with a layer of weather barrier or directly to exterior sheathing panels with an integral weather barrier.

Adhered Cultured Stone Masonry Veneer

Basis of Design Product: Cultured thin stone veneer by Stone Creek Midwest or approved equal.

<https://www.stonecreekmidwest.com/manufactured-stone-veneers>

Installation: Product is adhered as individual thin stones to metal lath over a weather barrier fastened to the exterior structural sheathing. Depending on the stone selected it can be installed in a dry stack pattern without mortar joints or in a pattern with joints between the stones that are then filled with mortar and tooled.

Thin Brick Adhered Masonry

Basis of Design Product: Clay Face Thin Brick by Metrobrick or approved equal.

<https://metrothinbrick.com/products/>

Installation: Product is adhered as individual thin clay bricks to metal lath over a weather barrier fastened to the exterior structural sheathing. Joints between the bricks are then filled with mortar and tooled.

Asphalt Shingle Roofing

Basis-of-Design Product: Class A fire rated asphalt shingles by IKO or approved equal.

<https://www.iko.com/na/product/cambridge/>

Installation: Product is applied over roof structural sheathing panels with a layer of underlayment with ice barrier located at roof eaves, valley and ridges.

EXHIBIT E
EXTERIOR FINISHES

[see attached]

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EXTERIOR FINISHES – THE BOULEVARD OF SAINT CHARLES

UMBER SW 6146
SHINGLE SIDING



IVOIRE SW 6127
VERTICAL SIDING &
HORIZONTAL TRIM



ROCKWOOD ANTIQUE GOLD
SW 2814
HORIZONTAL SIDING



FASCIA & SOFFIT, GUTTERS &
DOWNSPOUTS PRE-FINISHED
METAL
SANDY BEIGE 177



VINYL WINDOWS & DOORS
TAN



E.I.F.S. DRYFIT
443A CANVAS



STONE

CANYON STONE
SAN MARINO



BRICK

SIOUX CITY
SANDALWOOD



ROOF
ASPHALT SHINGLE
MALARKEY
NATURAL WOOD





EXTERIOR PHOTOGRAPHY



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EXTERIOR FINISHES – THE MADISON

FRENCH ROAST SW 6069
SHINGLE SIDING



COLLONADE GRAY SW 7641
VERTICAL SIDING



STICKS AND STONES SW 7503
LAP SIDING



VINYL WINDOWS
CLAY



ALUM STOREFRONT
LIGHT BROWN



ALUM STOREFRONT – MAIN ENTRIES
ANNODIZED MED BRONZE



STONE

WAINSCOT
COLOR HAZELNUT – CUSTOM
PATTERN TO BE LEDGE



PRIMARY FIELD
COLOR MOSS
PATTERN TO BE TUMBLED



ROOF
ASPHALT SHINGLE

WEATHERED WOOD



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EXTERIOR PHOTOGRAPHY



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EXTERIOR FINISHES – THE PRINCETON

CITY SCAPE SW 7067
SIDING



URBANE BRONZE SW 7048
SIDING



SHOJI WHITE 7042
SIDING



VINYL WINDOWS
CLAY



ALUM STOREFRONT
LIGHT BROWN



ALUM STOREFRONT – MAIN ENTRIES
ANNODIZED MED BRONZE



STONE

COBBLEFIELD
ECHORIDGE



ROOF
ASPHALT SHINGLE
WEATHERED WOOD



CONCRETE STAIN

DAVIS – BRICK RED 160



Brick Red Broomed



EXTERIOR PHOTOGRAPHY



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EXTERIOR FINISHES – THE WESTBURY

PORPOISE SW 7047
SIDING



QUIVER TAN SW 6151
SIDING



WORLDLY GRAY SW 7043
SIDING



VINYL WINDOWS
LIGHT BROWN



ALUM STOREFRONT
LIGHT BROWN



ALUM STOREFRONT – MAIN ENTRIES
ANNODIZED MED BRONZE



STONE

RUBBLE STONE



ROOF
ASPHALT SHINGLE
TEAL



METAL ROOF

MCELROY METAL BUCKSKIN





EXTERIOR PHOTOGRAPHY



A handwritten signature in blue ink, appearing to read 'J. Ke'.



A handwritten signature in blue ink, appearing to be 'J. O'Reilly'.



EXTERIOR FINISHES – THE WELLINGTON

KEYSTONE GRAY SW 7504
SIDING



URBANE BRONZE SW 7048
SIDING



SNOWBOUND WHITE SW 7004
SIDING



VINYL WINDOWS
CLAY



ALUM STOREFRONT
LIGHT BROWN



ALUM STOREFRONT – MAIN ENTRIES
ANNODIZED MED BRONZE



FASCIA/GUTTERS/
DOWNSPOUTS
ALSIDE NATURAL LINEN



STONE
SCULPTED ASHLAR
SILVER SHORE



ROOF
ASPHALT SHINGLE
WEATHERED WOOD





EXTERIOR PHOTOGRAPHY



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EXTERIOR FINISHES – THE SUMMIT

CITY SCAPE SW 7067
VERTICAL & HORIZONTAL
LAP SIDING



SHOJI WHITE SW 7042
COLUMNS & TRIM
E.I.F.S.: THIRD FLOOR



URBANE BRONZE SW 7048
SHAKE SIDING
E.I.F.S.: GABLES



VINYL WINDOWS
DARK BRONZE / BLACK



ALUM STOREFRONT
DARK BRONZE



FRP ENTRY DOORS
MANUFACTURER COLOR



STONE
DARK GREY



ROOF
ASPHALT SHINGLE
TEAK



METAL ROOFING
MCELROY METAL BUCKSIN





O'Reilly Development
Senior Living Community Exterior Finishes

COMPOSITE WOOD DECK

CARPORT

WEATHERED WOOD

BURNISHED SLATE



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EXTERIOR PHOTOGRAPHY



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EXTERIOR FINISHES – THE CRESTONE

KEYSTONE GRAY SW 7504
SIDING & STUCCO



URBANE BRONZE SW 7048
SIDING



SNOWBOUND WHITE SW 7004
SIDING & STUCCO



VINYL WINDOWS
WHITE



ALUM STOREFRONT
ANNODIZED BRONZE



STONE
SCULPTED ASHLAR
SILVER SHORE



ROOF
ASPHALT SHINGLE
DRIFTWOOD





EXTERIOR PHOTOGRAPHY



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EXTERIOR FINISHES – THE BOULEVARD AT SAINT PETERS

KEYSTONE GRAY SW 7504
SIDING & STUCCO



URBANE BRONZE SW 7048
SIDING



SNOWBOUND WHITE SW 7004
SIDING & STUCCO



VINYL WINDOWS
WHITE



ALUM STOREFRONT
ANNODIZED BRONZE



STONE
SCULPTED ASHLAR
ECHO RIDGE



ROOF
ASPHALT SHINGLE
DRIFTWOOD



METAL ROOF
ROYAL BROWN



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O'Reilly Development
Senior Living Community Exterior Finishes

WOOD STAIN

RIVERWOOD SW 3507



SOFFIT AND FASCIA
QUALITY EDGE
827 CHAMPAGNE



GUTTERS & DOWNSPOUTS

LINEN





EXTERIOR PHOTOGRAPHY





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EXTERIOR FINISHES – THE RUSHWOOD

KEYSTONE GRAY SW 7504
E.I.F.S. & VERTICAL BATTEN
SIDING



PORPOISE SW 7047
E.I.F.S. & HORIZONTAL LAP
SIDING



SNOWBOUND SW 7004
TRIM & SMOOTH PANELS AT
COLUMNS



VINYL WINDOWS
WHITE



ALUM STOREFRONT
ANNODIZED BRONZE



STONE
LEDGESTONE PRESTIGE



ROOF
ASPHALT SHINGLES
DRIFTSHAKE



METAL ROOF
PATRICIAN BRONZE





DRIP EDGE

ACM METALS
MUSKET BROWN



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EXTERIOR PHOTOGRAPHY



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EXTERIOR FINISHES – THE RIVERSIDE

NORTHERN CLIFFS BM 1536
SIDING



VINYL WINDOWS
WHITE



STONE
STONECRAFT – HERITAGE
PENNSYLVANIA



URBANE BRONZE SW 7048
SIDING



ALUM STOREFRONT
ANNODIZED BRONZE



THIN BRICK
CULTURED STONE – TENLEY
BRICK
WILDON



SNOWBOUND SW 7004
SIDING



ACCENT COLOR – OPTIONAL
SLATE TILE SW 7624
STUCCO



ROOF
ASPHALT SHINGLE

WEATHERED WOOD OR EQUIVALENT





RETAINING WALL

ANTIQUE BEIGE





EXTERIOR PHOTOGRAPHY



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EXTERIOR FINISHES – THE BARRYMORE

NORTHERN CLIFFS BM 1536
HORIZONTAL SIDING



VINYL WINDOWS
WHITE



STONE
STONE CREEK

ROMAN CASTLE, SUEDE –
DRystack



MOHEGAN SAGE BM 2138-30
VERTICAL BOARD AND BATTEN



ALUM STOREFRONT
ANNODIZED BRONZE



THIN BRICK
METROBRICK

507 EMPIRE W/ NATURAL
GREY MORTAR



SNOWBOUND SW 7004
TRIM



FRP DOORS
SPECIAL-LITE WALNUT



ROOF
ASPHALT SHINGLE

CAMBRIDGE DRIFTWOOD





O'Reilly Development
Senior Living Community Exterior Finishes

STANDING SEAM METAL
ROOF

DARK BRONZE



GUTTERS & DOWNSPOUTS,
SOFFIT & FASCIA

WHITE



BALCONY RAILINGS

BLACK





EXTERIOR PHOTOGRAPHY



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EXHIBIT F
PROPERTY MAP

[see attached]



Schedule A

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STATE OF MISSOURI



Denny Hoskins
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

LEE'S SUMMIT SENIOR LIVING COMMUNITY, LLC
LC014645100

filed its Articles of Organization with this office on the 2nd day of July, 2025, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, Denny Hoskins, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 2nd day of July, 2025, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this 2nd day of July, 2025.

Denny Hoskins
Secretary of State



DIVIDER II
Proposal Description

Divider II: Proposal Description

1. Provide a complete detailed project description.

Lee's Summit Senior Living Community, LLC ("Applicant") seeks a Certificate of Need to construct a new 53,899 square-foot assisted living facility that will offer 76 assisted living beds. The new community will house 54 standard AL beds and 22 specialized memory care beds in 68 units, with 8 units featuring dual occupancy. This proposed 76-bed ALF facility will be co-located with a new 98-unit independent living facility (collectively, the "Community").

The aging baby boomer population has caused an increase in the number of senior citizens looking for modern, innovative, and charming senior communities. They desire a community that can provide a continuum of care for all stages of senior life and that will meet not only their physical needs, but also their social and emotional needs. Lee's Summit Senior Living Community will address the concerns and expectations of the modern senior citizen in a beautiful and spacious environment. Co-locating Project #6232 RS with an independent living facility will allow residents to maintain a sense of community, safety, and belonging as their medical and support needs change.

This moderately-priced project will provide upgraded amenities, comfort, and care compared to existing facilities in the area. Applicant's economic and market analysis indicates that Project #6232 RS is poised to serve the immediate need of seniors and aging parents of current Lee's Summit residents, as well as the long-term demands of the new baby boomer consumer.

Overview Summary

- Applicant: Lee's Summit Senior Living Community, LLC an O'Reilly Development entity
- Project #6232 RS: 76 beds of Assisted Living and Memory Care
 - 68 Assisted Living special care private apartments with 6 second person accommodations for couples
 - 21 Studio
 - 23 One-Bedroom
 - 2 second person beds
 - 4 Two-Bedroom
 - 4 second person beds
 - 20 Memory Care rooms with private bathrooms
 - 16 Private Studio rooms
 - 2 Shared rooms
 - Co-located with 98 Independent Living units
- Developed by: O'Reilly Development Company of Springfield, Missouri
- Owned and Operated by: Lee's Summit Senior Living Community, LLC
- Managed by: Arrow Senior Living Management, LLC
- General Contractor: O'Reilly Build, LLC of Springfield, Missouri

Assisted Living and Special Care

The two-story Assisted Living area will offer affordably priced, private apartments for seniors requiring hands-on personal care services. Services will meet the needs of physically frail seniors and will provide a higher level of care for those unable to make a pathway to safety. Before 2008, seniors who were not able to physically or mentally negotiate a pathway to safety had to move to a nursing home. Since 2008, regulatory changes permit such individuals to remain at facilities meeting the construction and staffing requirements of an ALF. This change created a market for memory care communities with an ALF licensure and has enabled physically frail individuals to stay in ALFs. This benefits residents because nursing home facilities typically cost more money than assisted living facilities. Many facilities built after 2008 meet the ALF construction qualifications but not the staffing qualifications. Applicant's model meets both so that people can stay longer in assisted living without moving to a nursing home—allowing Project #6232 RS to maximize aging-in-place while minimizing costs to residents. It will offer optional care services competitive with the private-pay nursing home market at a much more affordable rate. The Assisted Living units are shown on the Floor Plan at pages 3 through 6 of Attachment 2-5.

Memory Care

Project #6232 RS's Memory Care neighborhood is designed for the safety and comfort of cognitively impaired residents. Walk-in showers, height-appropriate fixtures such as toilets and sinks, and locking cabinets protect residents and offer families assurance that their loved one is safe from harm. The Memory Care units are shown on the Floor Plan at pages 3 through 6 of Attachment 2-5. The units are located in a secluded unit with an enclosed courtyard at the center of the units.

Assisted Living and Memory Care Commons Area

The commons area will feature an open design to allow closer monitoring of residents by caregivers, as well as increased opportunity for residents' interaction and engagement. The dining room and living room will provide comfortable places for residents to eat, socialize, and participate in activities tailored to their specific needs and skill levels. The commons area will also feature Life Stations, which attract residents and allow for purposeful wandering. Each Life Station is designed to engage by triggering memories of tasks important to a resident throughout her life. For instance, Life Stations include a simulated infant nursery for care and nurturing, wardrobe to promote grooming habits, and work station for a sense of purpose and accomplishment.

A nurse's station will provide a hub for care partners and nurses to conduct care updates and paperwork. Residents who need a calm, soothing atmosphere can sit in the quiet sitting room. There will also be a small salon so residents can receive special attention in a familiar environment. A whirlpool & spa room will ease bathing for residents with physical disabilities while promoting vascular circulation. Residents whose dementia has created a fear of water often find the spa less alarming than a shower, greatly easing their anxiety and the time a care partner must spend in providing a bath. An enclosed courtyard between the two Memory Care hallways will provide fresh air and engagement with the outdoors.

without risk of elopement. Attractively designed raised planters in the courtyard will guide residents on the walkways and promote residents' interaction with plants and green space.

Independent Living

The co-located Independent Living building will house 98 apartments on three floors. This facility offers a higher number of one and two-bedroom apartment options (compared to studios) than is typically offered, which will attract couples with one spouse who requires extra oversight or assistance. Apartments will feature senior-friendly fixtures, such as walk-in showers with grab bars in the bathroom, and a full kitchen. Each apartment will be equipped with personal washer and dryer units.

"Smart design" features will be integrated into each apartment. A counter-height bar will open into the living area, eliminating the need for a separate dining area. Ample knee space below the bar on both sides serves as a dining table for two or the second side can be used as a desk for sole occupants. Counter height will allow for a resident to easily match a standard 18" to 20" chair. An abundance of closet space can be found in two-bedroom apartments, alleviating storage concerns of many prospects.

Several special areas for socialization and interaction can be found in the commons room. These include a theater room for movie screenings and Wii gaming; men's lounge with a pool table and poker game tables to promote socialization amongst male residents; a club room for cooking classes and mid-size group events; and a private dining area for family functions that will also serve as a conference room when needed. The Community's fitness area will focus on preventative health and wellbeing, and will include space for physician and care offices, dressing rooms, fitness equipment for individual and group exercise, and an infinity pool. The pool, while unlikely to be used by the majority of residents outside of scheduled fitness programs, is a great selling point for adult children. A full-service salon with manicure station offers a full-service amenity for residents.

Technology & Energy Efficiency

The Community will be designed with modern technology to support the networking needs of increasingly tech-savvy seniors and to support the operational systems that will help deliver services more efficiently. The Community will also feature energy-saving technology that includes blown exterior insulation, efficient appliances, and light controls. It will also be designed to use electronic health records and electronic medication management systems that reduce paper use by approximately 75 percent.

Technology from Inspiren will be installed in Assisted Living and Memory Care neighborhoods to provide passive monitoring of adverse events such as falls, changes in sleeping behaviors, changes in vital signs, as well as predictive capabilities for illness detection and possible emergencies. Such investment in proactive monitoring will equip all residents and their loved ones to be as proactive as they choose to be about monitoring their care.

Lifestyle

Onsite services and amenities, including the highly successful all-day dining program, will provide residents convenience and satisfaction every day. Onsite staff's attentive and professional demeanor and attention to detail will ensure that residents feel important and cared for. And with a varied and engaging social program, a sense of community and excitement will be prevalent. A concentration on resident fitness and wellbeing will maintain a feeling of independence and security.

Affordability

The use of technology and the analysis of data it provides will improve length-of-stay measurements and reduce hospitalizations. This, in turn, allows the community to reduce inefficiencies and improve the care provided. Through this efficiency in operations and quality of care, the project can sustain its affordability. The community will partner with a local home health and therapy company—which will have an onsite office—to maximize use of Medicare coverage.

New Jobs

The Community will create approximately 72 new jobs, including highly skilled and licensed staff. Of these 72 jobs, 64 will serve the portion of the Community represented by Project #6232 RS, while the remaining six new jobs will serve the independent living portion of the Community. A majority of the positions will be full-time with competitive benefits, including 401K, health coverage, and life insurance benefits. Females and minorities comprise the largest percentage of the senior living job force. While there may be some minimal need to hire outside the area for the licensed Administrator, it is expected that all newly created jobs will benefit the region's employment.

Operations

Applicant will contract with Missouri-based Arrow Senior Living Management, LLC to manage the property. Applicant's parent company, O'Reilly Development, LLC, has a very successful history of working with Arrow Senior Living Management, LLC's parent company, Arrow Senior Living ("Arrow"), to achieve above-market utilization. In total, Applicant's parent company contracts Arrow at nine other facilities in Missouri. For illustrative purposes, please consider the following examples:

1. The Castlewood Senior Living in Nixa opened in 2017. The Castlewood Senior Living has a six-quarter average occupancy of 86.9% for its 53 licensed ALF and MC units.
2. The Wildwood Senior Living in Joplin opened in 2018. The Wildwood Senior Living has a six-quarter average occupancy rate of 86.9% for its 63 licensed ALF and MC units.
3. The Westbury Senior Living in Columbia opened in 2021. The Westbury Senior Living has a six-quarter average occupancy rate of 92.8% for its 62 licensed ALF and MC units.

O'Reilly has finished development on five additional facilities. Each of these facilities are managed by Arrow. There are four facilities that have stabilized with six quarter occupancy rates: The Township Senior Living in Battlefield, The Wellington Senior Living in Liberty, the Madison Senior Living in Kansas City, the Princeton Senior Living in Lee's Summit. Most of these facilities have a six-quarter average occupancy rate higher than 80%. One additional facility developed by O'Reilly and managed by Arrow has opened in the last three years and has stabilized but has not been open for a full six quarters yet. The Boulevard Senior Living in St. Peters has reached a 79.9% occupancy in its ALF and MC units.

Arrow will provide above-market occupancy rates at the proposed facility, just as it does at its other facilities. Arrow accomplishes this through its personalized and exceptional marketing initiatives, 24-hour onsite service and emergency maintenance, and a high level of involvement in every aspect of operations. Arrow is an industry leader in managing consistently fully occupied communities and implementing exceptional services, such as all-day dining programs, constantly evolving and expanding event programming, and dignified, respectful caregiving that set the bar for senior living communities. Every aspect of Arrow's involvement in these communities speaks to a commitment to residents and their families—as well as to property owners and investors.

Management's offices will be located in the front of the lobby so their presence is immediately known by visitors. This serves as a visual reminder of the commitment of every team member to openness and accountability.

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

CON Letter of Intent – Submitted July 30, 2025

CON Application Submission – August 29, 2025

CON Meeting and Approval – November 10, 2025

Predevelopment and Design Stage – August 2025 through October 2026

Construction Bidding – October 2026 through November 2026

Notice to Proceed-Construction – November 2026

Construction Completion – Fall/Winter 2028

Licensing – Fall/Winter 2028

Preleasing – Fall 2028

Stabilization – 2030

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

See Attachment 2-3.

4. Provide a site plan for the proposed project.

See Attachment 2-4.

5. Provide preliminary schematic drawings for the proposed project including the location of each bed.

See Attachment 2-5.

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

See Attachment 2-6.

7. Provide the proposed gross square footage.

Project #6232 RS will require 53,899 square feet of new construction. See Attachment 2-5.

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

See Attachments 2-8.

9. Define the community to be served (service area: 2030 population, area, rationale).

The community to be served is primarily residents within a 15-mile radius of the proposed facility age 65 and older who are in need of assisted living or specialized memory care facilities. Project #6232 RS will also serve the residents of the co-located independent living facility when their health needs become appropriate for assisted living or memory care.

10. Provide 2030 population projections for the 15-mile radius service area.

The 2030 projected 15-mile radius population age 65 and older is 148,576. See Attachment 2-10.1 and 2-10.2.

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

Applicant determined specific needs in Jackson County by conducting interviews with local health care professionals and organizations in the area. Those interviews highlighted the need for more senior living options in Jackson County without large buy-in requirements. Several area communities currently operate with a buy-in model, creating barriers for many families. In contrast, Project #6232 RS will operate as a monthly rental with no buy-in, offering greater flexibility and accessibility.

Staffing

Healthcare professionals consistently identified staffing as a top concern, citing challenges with both stability and sufficient staffing levels. Specific concerns were raised around turnover in culinary and housekeeping roles, which directly impact resident satisfaction.

Project #6232 RS will address these challenges through the use of a proprietary scheduling platform – The Archer. The Archer allows team members to trade or pick up shifts, while the company can add shift incentives to ensure coverage in difficult-to-fill shifts. Importantly, Archer aligns staffing with state regulatory requirements and dynamically adjusts based on each community's care-level needs, ensuring compliance and high-quality service delivery.

(See attached Archer staffing ratio calculation.)

Safety Ratios		Scheduled Employees						
Shift	Needed	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Day	4	5	5	5	5	5	5	5
Night	2	2	2	2	2	2	2	2

With Arrow's strong presence in Jackson County, all communities benefit from a shared pool of as-needed employees. Through the proprietary Archer platform, staff can easily pick up shifts across any Arrow-managed community, providing greater flexibility and workforce stability.

Affordability & Care Continuum

Affordability was a key concern raised by healthcare professionals. Many noted that their clients and patients want to remain at home for as long as possible. Project #6232 RS addresses this by providing care at the lowest appropriate level, encouraging proactive moves into independent living—co-located on the same campus as assisted living and memory care.

This model allows residents to remain in a homelike, age-friendly environment longer, while reserving higher-acuity services for those who need personal care or assistance with daily life activities.

Technology & Innovation

Project #6232 RS will utilize Inspiren's AI-driven fall detection and emergency response tools to enhance safety and outcomes, allowing staff to respond quickly and intervene during changes in condition. Additionally, Project #6232 will integrate all operational systems into Arrow's business intelligence platform, consolidating data across functions to provide actionable insights, support timely care plan updates, and improve overall quality of care.

Transportation & Dining

Transportation and dining were also consistent themes from interviews. Project #6232 RS will provide a scheduled transportation program, available on a first-come, first-served basis, with priority for medical appointments.

Dining will feature chef-prepared meals with menu options in assisted living, while memory care residents will enjoy family-styled dining, selecting their own meals in a supportive, communal environment.

12. Provide historical utilization for each past three (3) years and utilization projections through the first three (3) full years of operation for the new LTC beds.

As this is a new proposal, historical utilization data for the past three years does not exist. Applicant projects utilization for the first three full years of operation as:

2029: 40%

2030: 77%

2031: 93%

See Attachment 2-12.

13. Provide the methods and assumptions used for project utilization.

Applicant projected utilization by analyzing both the market's current occupancy and its historical operating performance. Applicant's historical performance is discussed in part above in Question 1, Operations. Applicant used a conservative, industry-expected fill-up rate of approximately 24 months with up to three years to stabilize the asset. Applicant also considered the ratio of single-occupancy and couples units in forecasting occupancy goals.

Applicant further considered the co-located independent living facility's effect on assisted living and memory care utilization. It is expected that as many as 20 percent of the co-located independent living residents will transfer to the assisted living and memory care neighborhoods over time as part of an aging-in-place community.

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

Arrow Senior Living manages several other senior living communities in the metro Kansas City area, including another community in Lee's Summit, and provided input on the preferences of services of the residents at those communities. In addition, Applicant telephoned seniors and care professionals in home health, rehab centers, senior centers, and private duty care in the Jackson County area to ascertain consumer needs and preferences and allow consumers an opportunity to provide input. The majority contacted believed there is a need for more senior living communities in the area. Consumers and care providers noted the following needs and preferences:

- more memory care services
- more assisted living and independent living facilities

- greater affordability
- good, kind staff
- more activities and entertainment to stimulate residents' minds
- communities with greater amenities
- more communities that can protect the safety of residents

Project #6232 RS and its co-located independent living units are designed as a continuing care senior community that will address the above concerns. The new community will allow for aging-in-place to help maintain a sense of community, safety, and belonging. It will also provide a full spectrum of care through unbundled services—which allows rates to be dictated by the residents' individual needs, rather than offering only a single all-inclusive rate. Further, Project #6232 RS is designed to specifically promote resident fitness and well-being. The new community will also leverage a technology suite that combines the Inspiren fall detection monitoring system, Wi-Fi, nurse call, and access management software to maximize residents' independence and sense of safety—as well as their health and well-being. Finally, Project #6232 RS is projected to exceed the above needs with its modern Senior Community—all with cost to residents on par with the current market. Moreover, Project #6232 RS will be developed and managed by a proven team with an excellent track record of providing affordable, high-quality care in attractive and comforting senior communities: O'Reilly Development and Arrow Senior Living. Applicant has ascertained consumer needs specific to the Lee's Summit market. Project #6232 RS will directly meet those needs.

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

See Attachments 2-15.1 *et seq.*

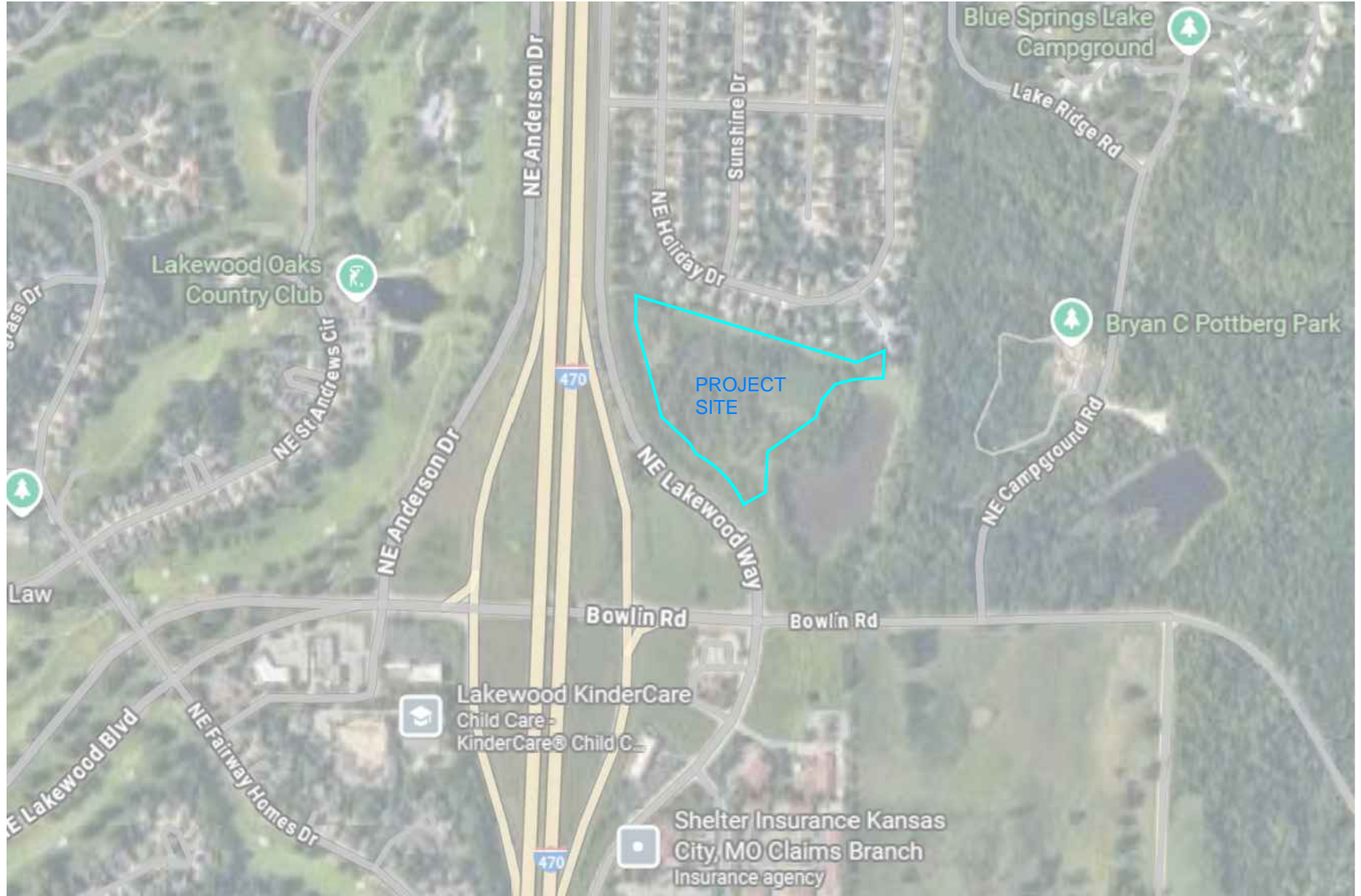
16. Document that providers of similar health services in the proposed 15-mile radius have been notified of the application by a public notice in the local newspaper.

Notice was published in the Kansas City Star. See Attachment 2-16.

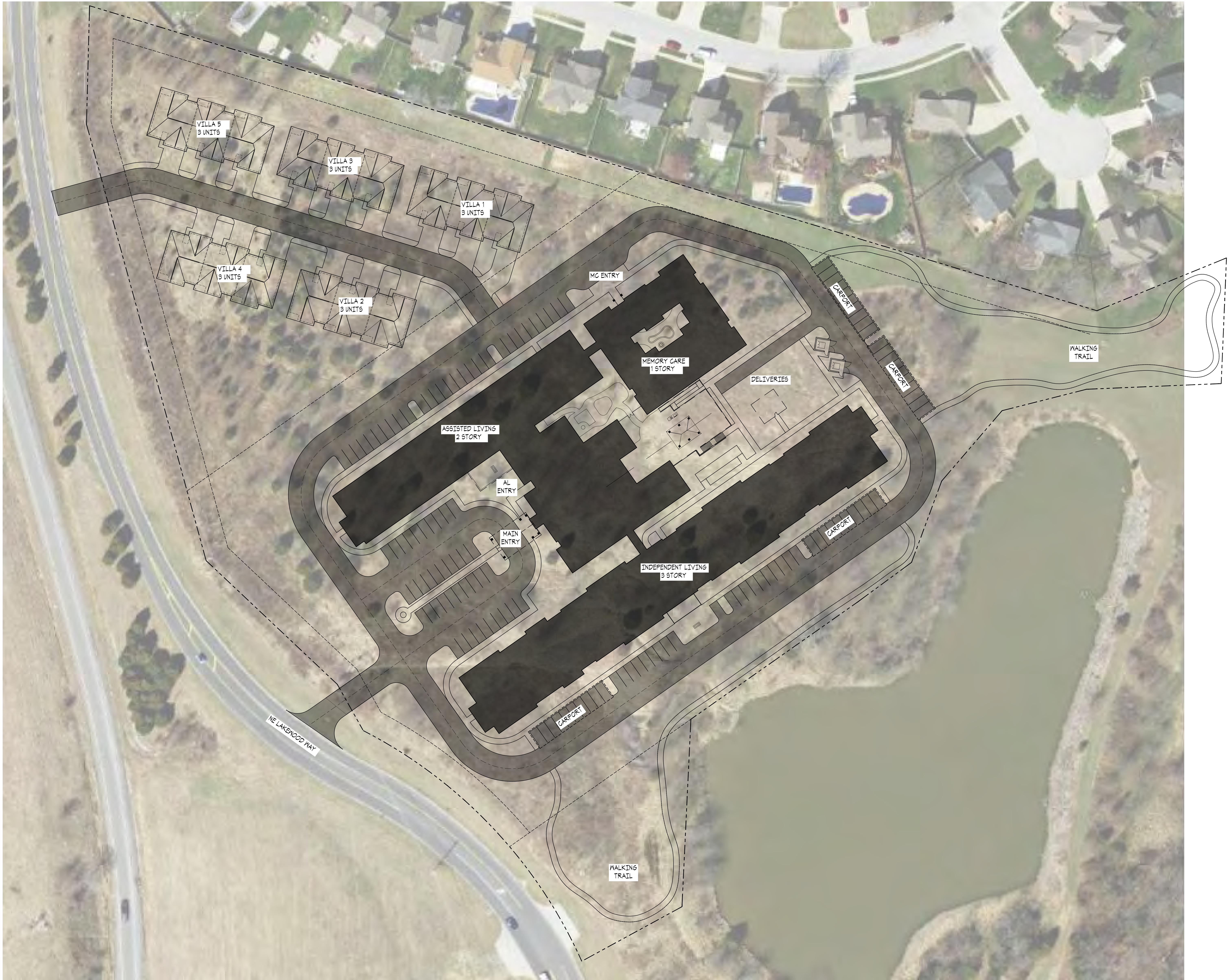
17. Document that providers of all affected facilities in the proposed 15-mile radius were addressed letters regarding the application.

Applicant has provided an attestation of compliance, the list of facilities notified, and a sample letter sent to the facilities. See Attachment 2-17.1 through 2-17.3.

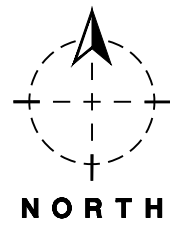
DIVIDER II Attachments



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A6 SITE PLAN
SCALE: 1" = 40'



ARCHITECTURAL CORPORATION
MISSOURI CERTIFICATE
OF AUTHORITY NO. 000073



LEE'S SUMMIT II
NE LAKEWOOD WAY
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI 64064
STARK WILSON DUNCAN ARCHITECTS INC.
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SITE PLAN

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CERTIFICATE OF NEED
LEE'S SUMMIT II
NE LAKEWOOD WAY
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI 64064



STARK WILSON DUNCAN ARCHITECTS INC
NICHOLS RD, STE 228 - KANSAS CITY, MO 64112 - T 816.531.1698 - WWW.SWDARCHITECTS.COI

SHEET LIST - CERTIFICATE OF NEED

COVER SHEET	
SP1.I	SITE PLAN
MCAL A1.1	OVERALL 1ST FLOOR PLAN MEMORY CARE & ASSISTED LIVING
MCAL A1.2	OVERALL 2ND FLOOR PLAN ASSISTED LIVING
MCAL A1.3	PARTIAL 1ST FLOOR PLAN MEMORY CARE & ASSISTED LIVING
MCAL A1.4	PARTIAL 2ND FLOOR PLAN ASSISTED LIVING
MCAL A4.1	ENLARGED UNIT PLANS MEMORY CARE & ASSISTED LIVING
IL A1.1	OVERALL LOWER LEVEL FLOOR PLAN INDEPENDENT LIVING
IL A1.2	OVERALL 1ST FLOOR PLAN INDEPENDENT LIVING
IL A1.3	OVERALL 2ND FLOOR PLAN INDEPENDENT LIVING
IL A1.4	PARTIAL LOWER LEVEL FLOOR PLANS INDEPENDENT LIVING
IL A1.5	PARTIAL 1ST FLOOR PLANS INDEPENDENT LIVING
IL A1.6	PARTIAL 1ST & 2ND FLOOR PLANS INDEPENDENT LIVING
IL A1.7	PARTIAL 2ND FLOOR PLANS INDEPENDENT LIVING
IL A4.1	ENLARGED UNIT PLANS INDEPENDENT LIVING
V A1.1	3 UNIT VILLA FLOOR PLAN

UNIT MATRIX - MC

	UNIT TYPE	COUNT
UNIT	MC STUDIO	20
TOTAL		20

UNIT MATRIX - AL

	UNIT TYPE	COUNT
UNIT	AL STUDIO	21
UNIT	AL 1 BDRM 1 BA	25
UNIT	AL 2 BDRM 2 BA	4
TOTAL		49

UNIT MATRIX - IL

	UNIT TYPE	COUNT
UNIT	IL STUDIO	16
UNIT	IL 1 BDRM 1 BA	44
UNIT	IL 2 BDRM 2 BA	33
TOTAL		93

UNIT MATRIX - 5 VILLAS

	UNIT TYPE	COUNT
3 UNIT VILLAS	2 BDRM 2 BA	15
TOTAL		15

GENERAL PROJECT NOTES

- A. ALL WORK TO MEET ALL APPLICABLE BUILDING, PLUMBING, MECHANICAL, ELECTRICAL, ADA / ACCESSIBILITY & LIFE SAFETY CODES & REQUIREMENTS.
- B. THE GENERAL CONTRACTOR & ALL SUBCONTRACTORS SHALL THOROUGHLY FAMILIARIZE THEMSELVES TO ALL BUILDING SPECIFIC REQUIREMENTS & EXTENTS OF THE WORK PRIOR TO BIDDING. DO NOT SCALE DRAWINGS. FIELD VERIFY ALL EX. CONDITIONS, DIMENSIONS & ELEVATIONS PRIOR TO ORDERING, FABRICATION, ETC.
- C. NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN THE PROJECT DOCUMENTS PRIOR TO BID. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BETWEEN THE PROJECT DOCUMENTS & EX. CONDITIONS.
- D. ALL WORK TO BE PERFORMED IN A FIRST CLASS, PROFESSIONAL, CODE COMPLIANT MANNER.
- E. REFERENCE ARCHITECTURAL, MECHANICAL, PLUMBING, ELECTRICAL & CIVIL PLANS FOR ADDITIONAL INFORMATION.

BUILDING AREA

	STORIES	AREA	SUB TOTAL
MEMORY CARE	1		12,556 SF
ASSISTED LIVING	2		41,563 SF
1ST FLOOR		21,667 SF	
2ND FLOOR		19,896 SF	
INDEPENDENT LIVING	3		107,190 SF
LOWER LEVEL		27,326 SF	
1ST FLOOR		44,566 SF	
2ND FLOOR		35,297 SF	
GRAND TOTAL			161,084 SF

PROJECT TEAM

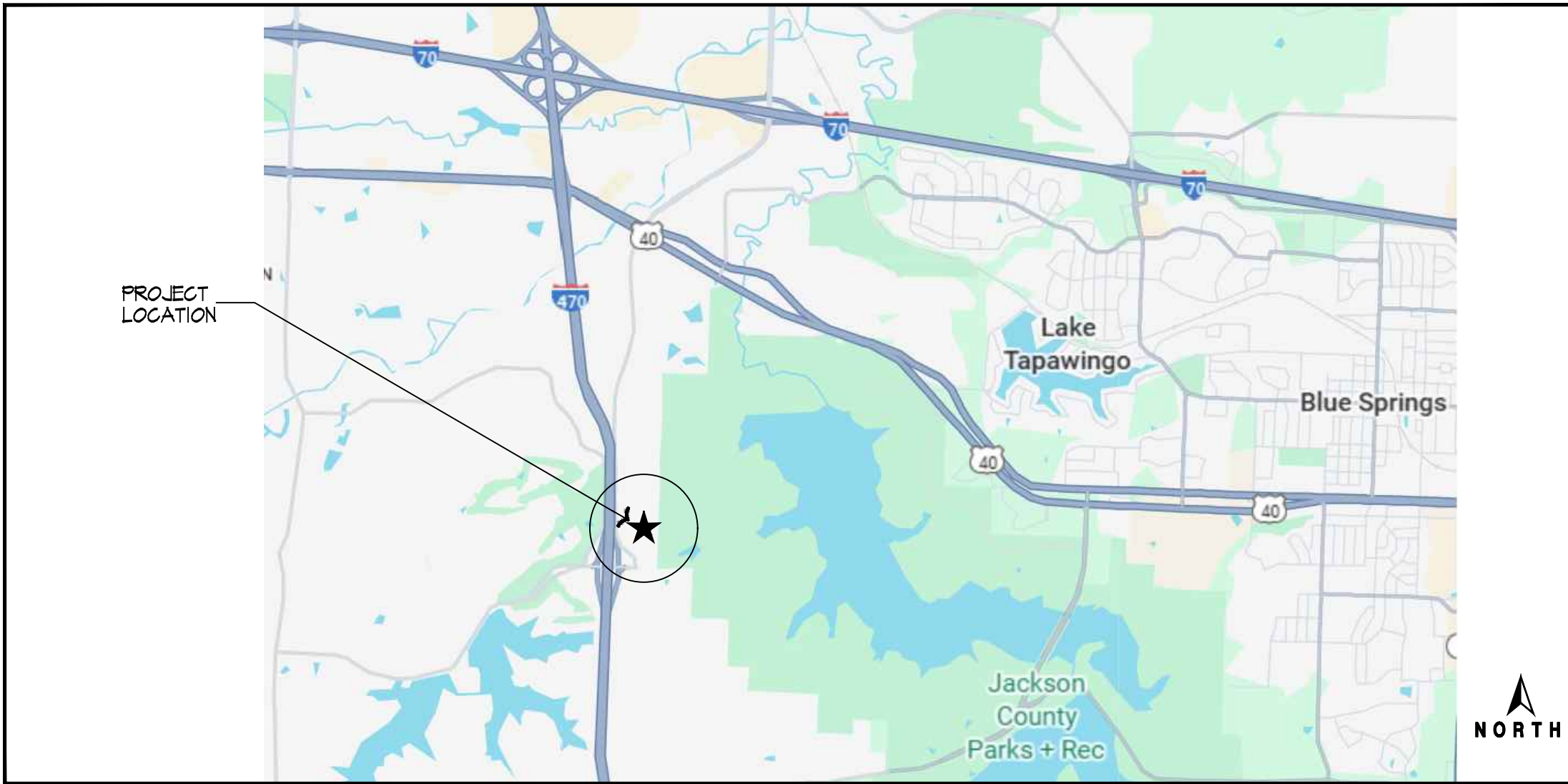
ARCHITECT
STARK WILSON DUNCAN
ARCHITECTS INC
315 NICHOLS ROAD, SUITE 228
KANSAS CITY, MISSOURI 64112
TEL 816 531 1698

OWNER
O'REILLY DEVELOPMENT COMPANY, LLC
5051 SOUTH NATIONAL, SUITE 4-100
SPRINGFIELD, MISSOURI 65810
TEL 417 843 6006

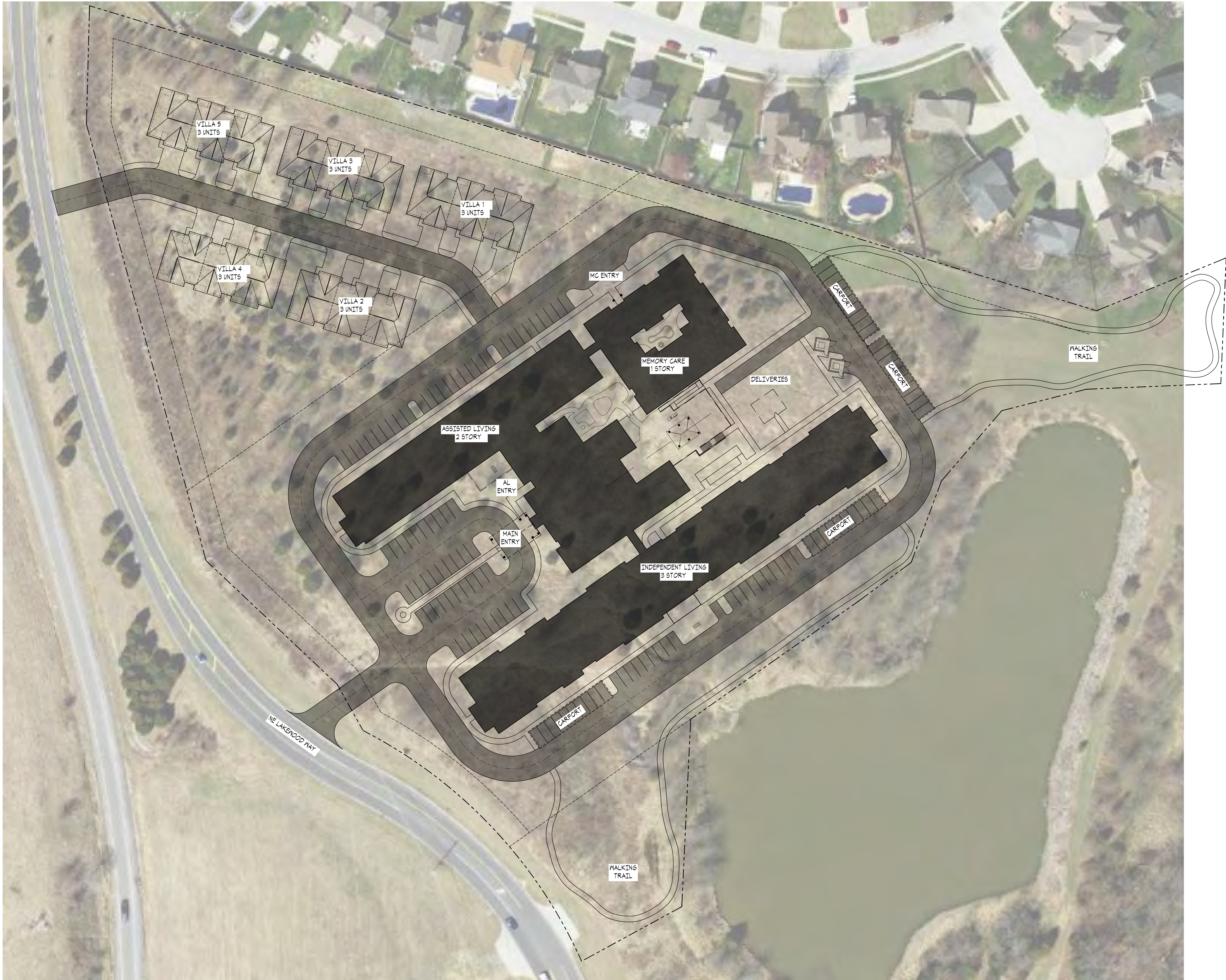
MANAGEMENT COMPANY
ARROW SENIOR LIVING
3355-1 RUE ROYALE
ST CHARLES, MISSOURI 63301
TEL 636 124 1766
TEL 800 983 8876

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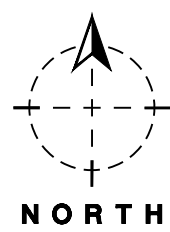
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LICENSE NO. A-6972



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A6 SITE PLAN
SCALE: 1" = 40'



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O'REILLY
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COMPANY, LLC

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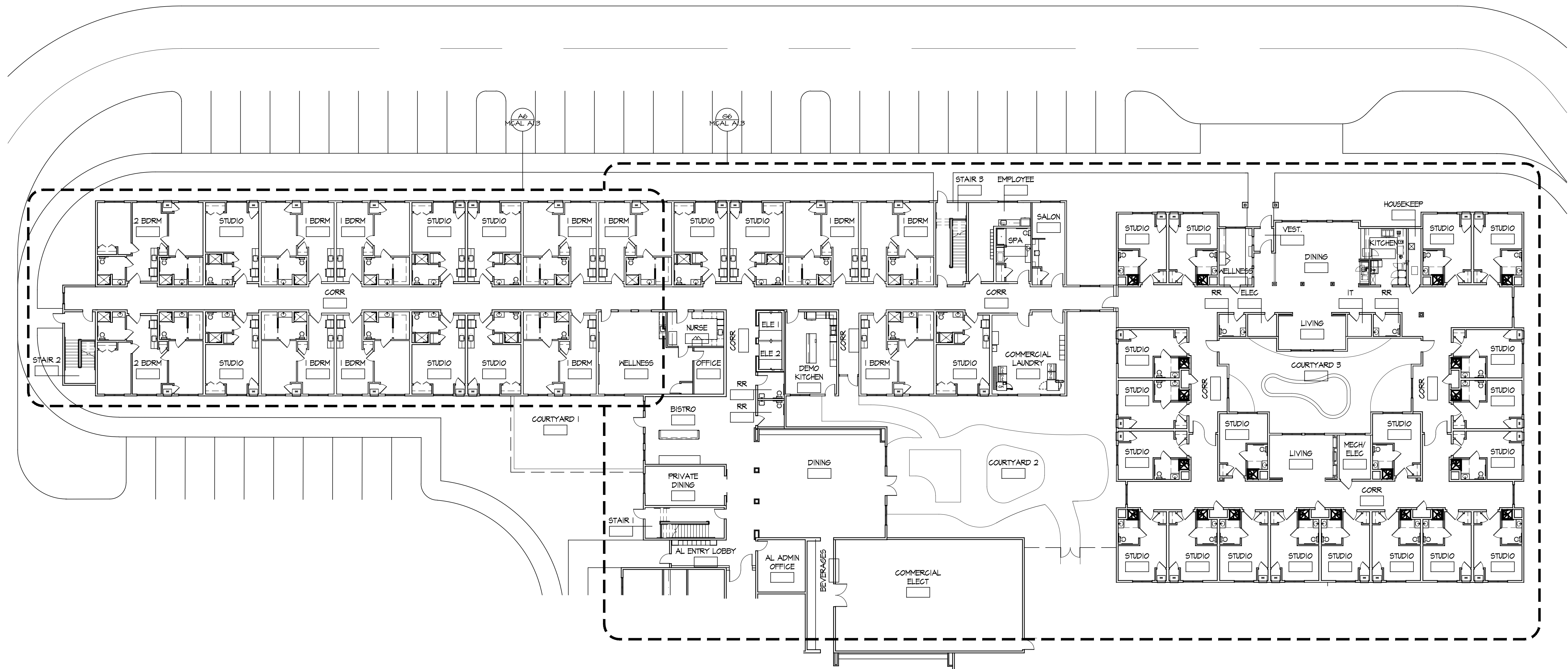
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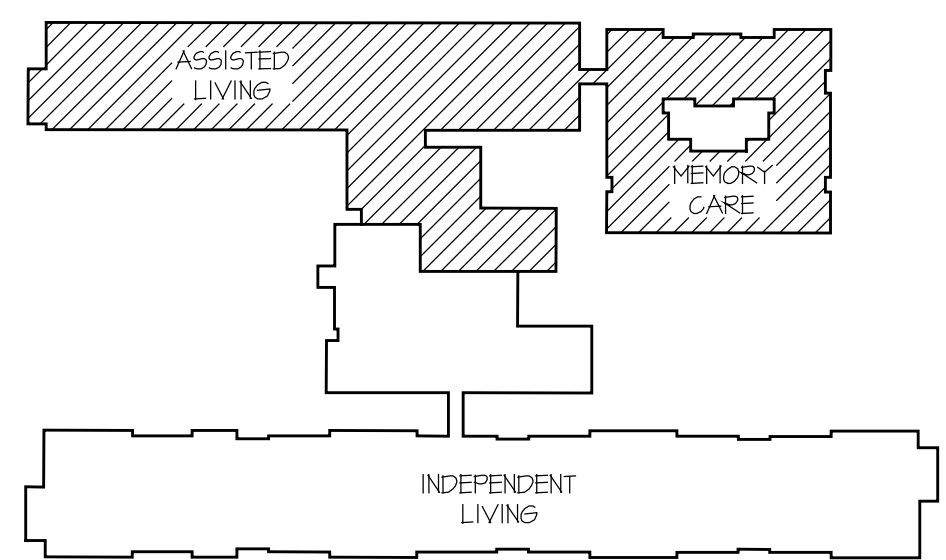
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A6 OVERALL 1ST FLOOR PLAN
SCALE: 1/16" = 1'-0"



KEY PLAN

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OVERALL
1ST FLOOR PLAN
MEMORY CARE &
ASSISTED LIVING

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MCAL
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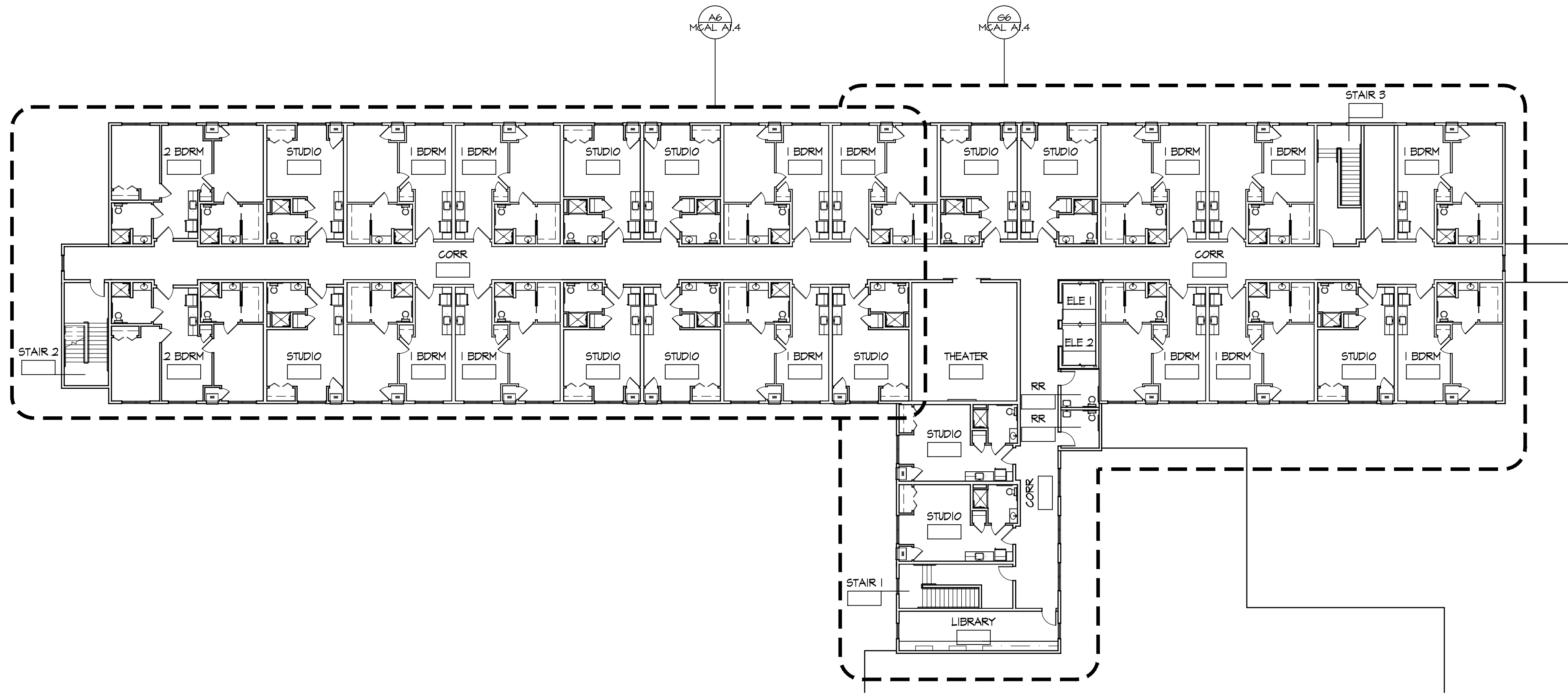
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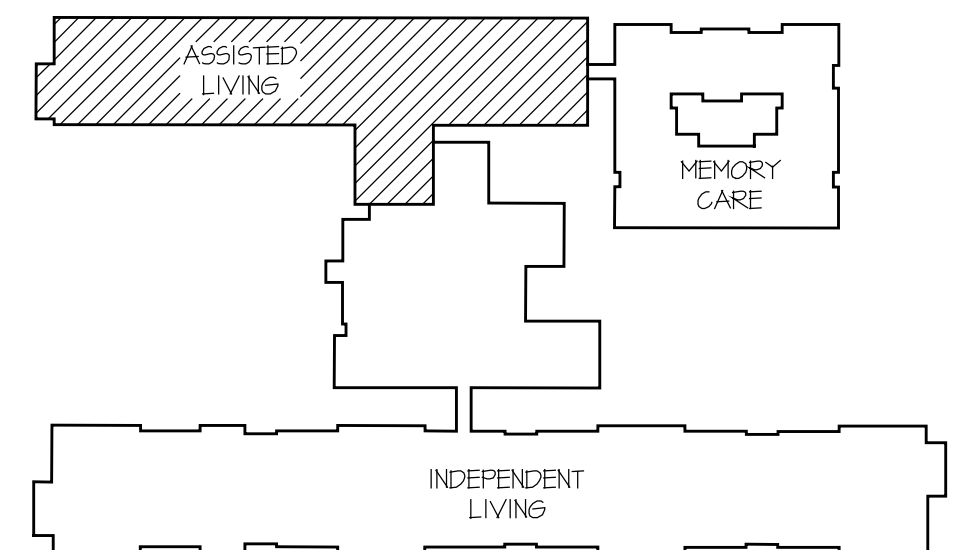
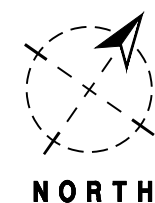
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A6 OVERALL 2ND FLOOR PLAN
SCALE: 1/16" = 1'-0"



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OVERALL
2ND FLOOR PLAN
ASSISTED LIVING

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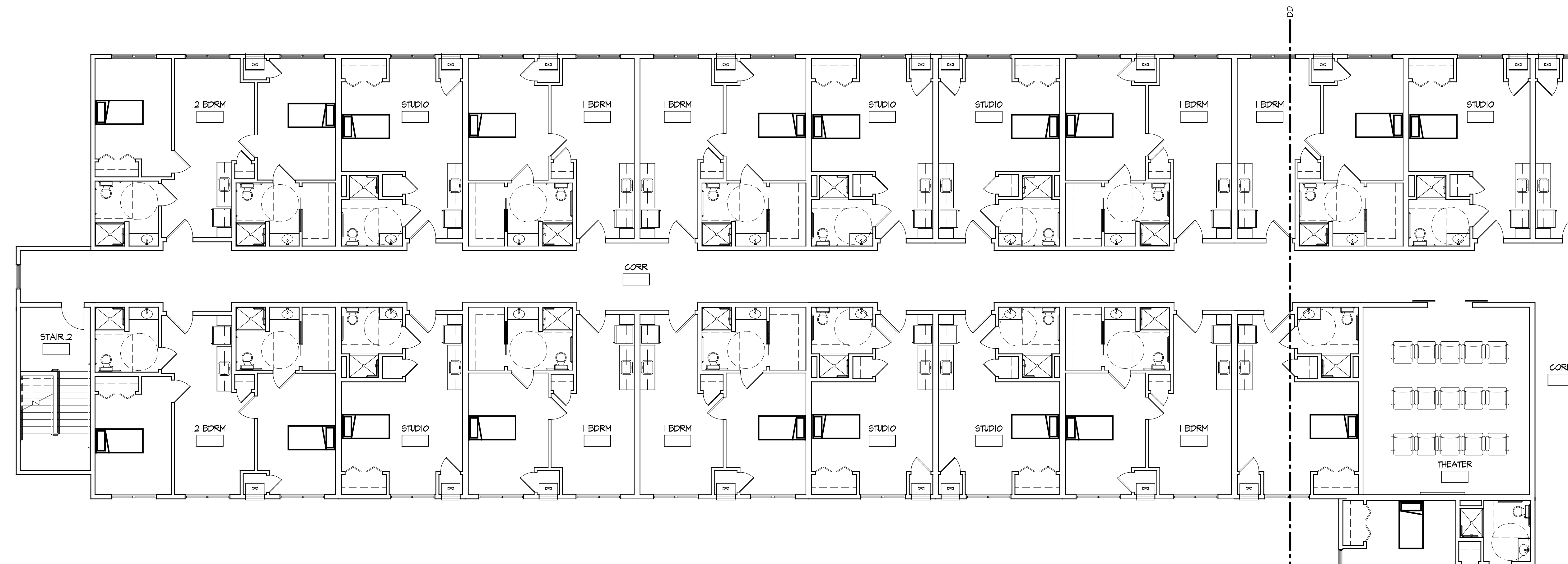
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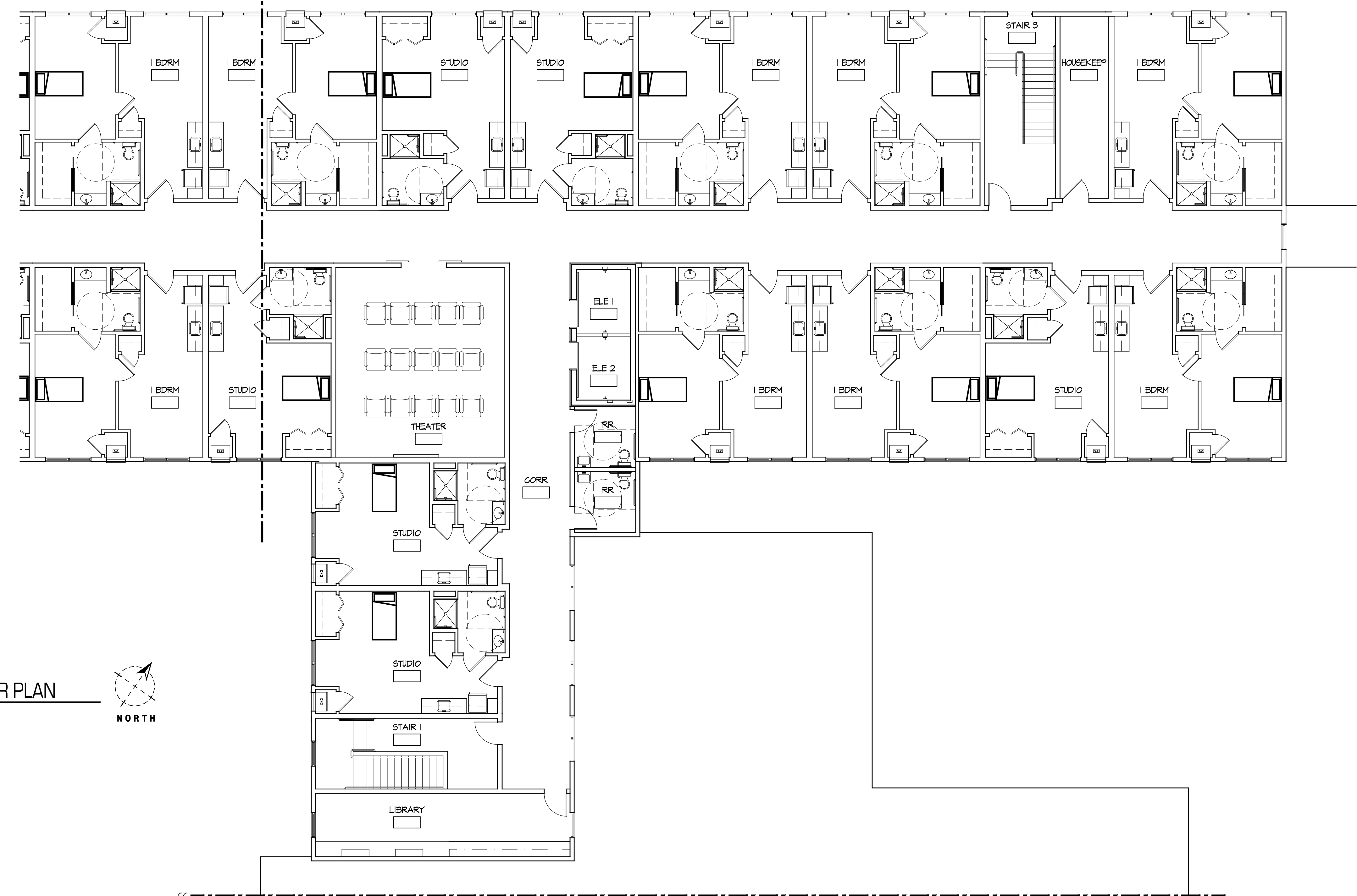
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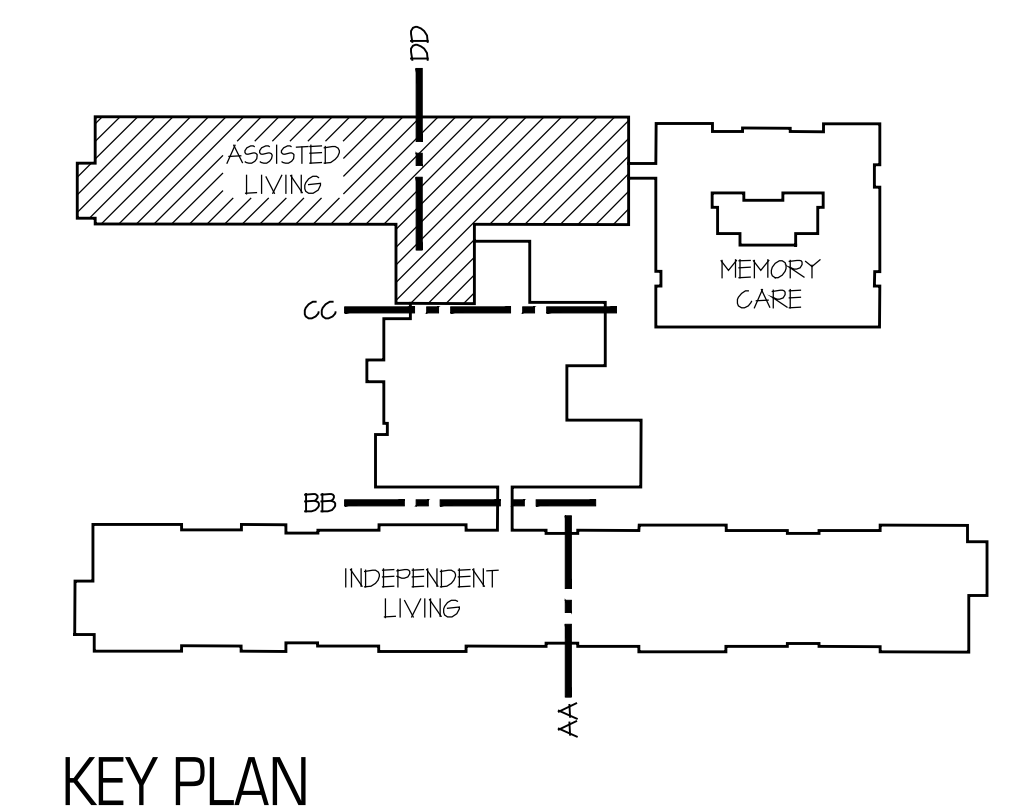
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A6 PARTIAL 2ND FLOOR PLAN
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G6 PARTIAL 2ND FLOOR PLAN
SCALE: 1/8" = 1'-0"



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LEE'S SUMMIT, JACKSON COUNTY, MISSOURI 64064
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PARTIAL 2ND FLOOR PLANS
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ENLARGED UNIT PLANS
MEMORY CARE &
ASSISTED LIVING

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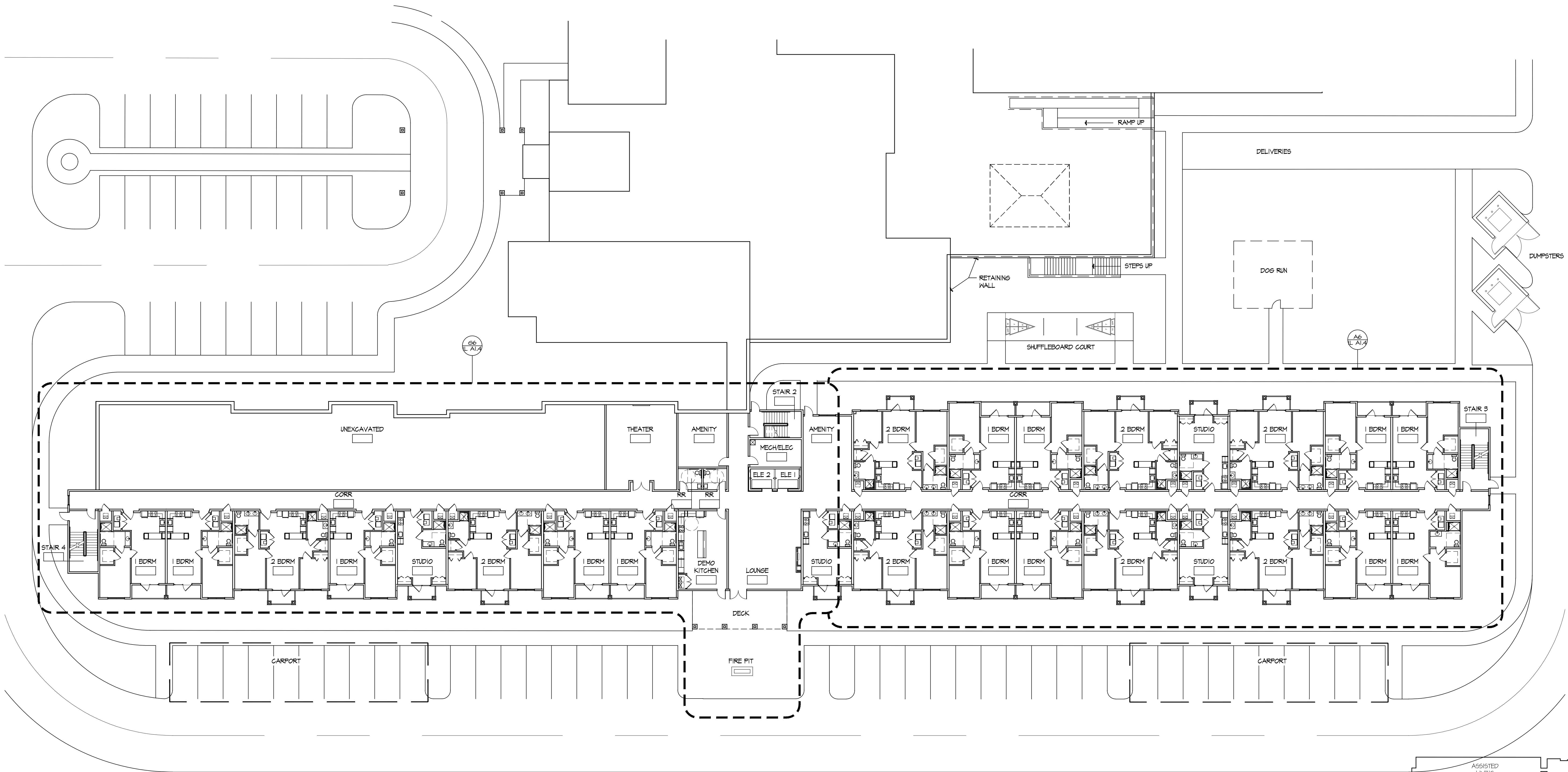
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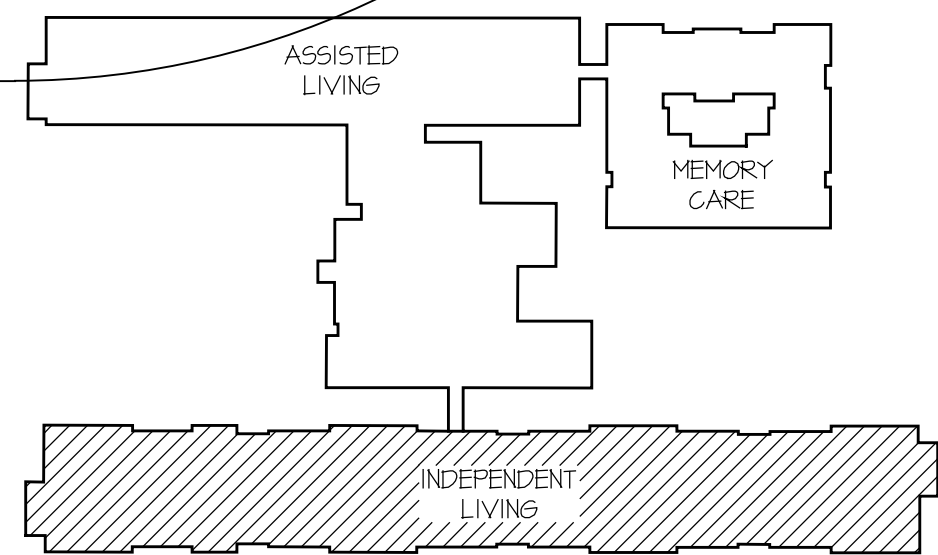
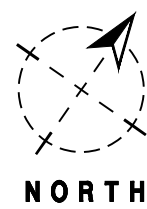
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A6 OVERALL LOWER LEVEL PLAN
SCALE: 1/16" = 1'-0"



KEY PLAN



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OVERALL LOWER
LEVEL FLOOR PLAN
INDEPENDENT LIVING

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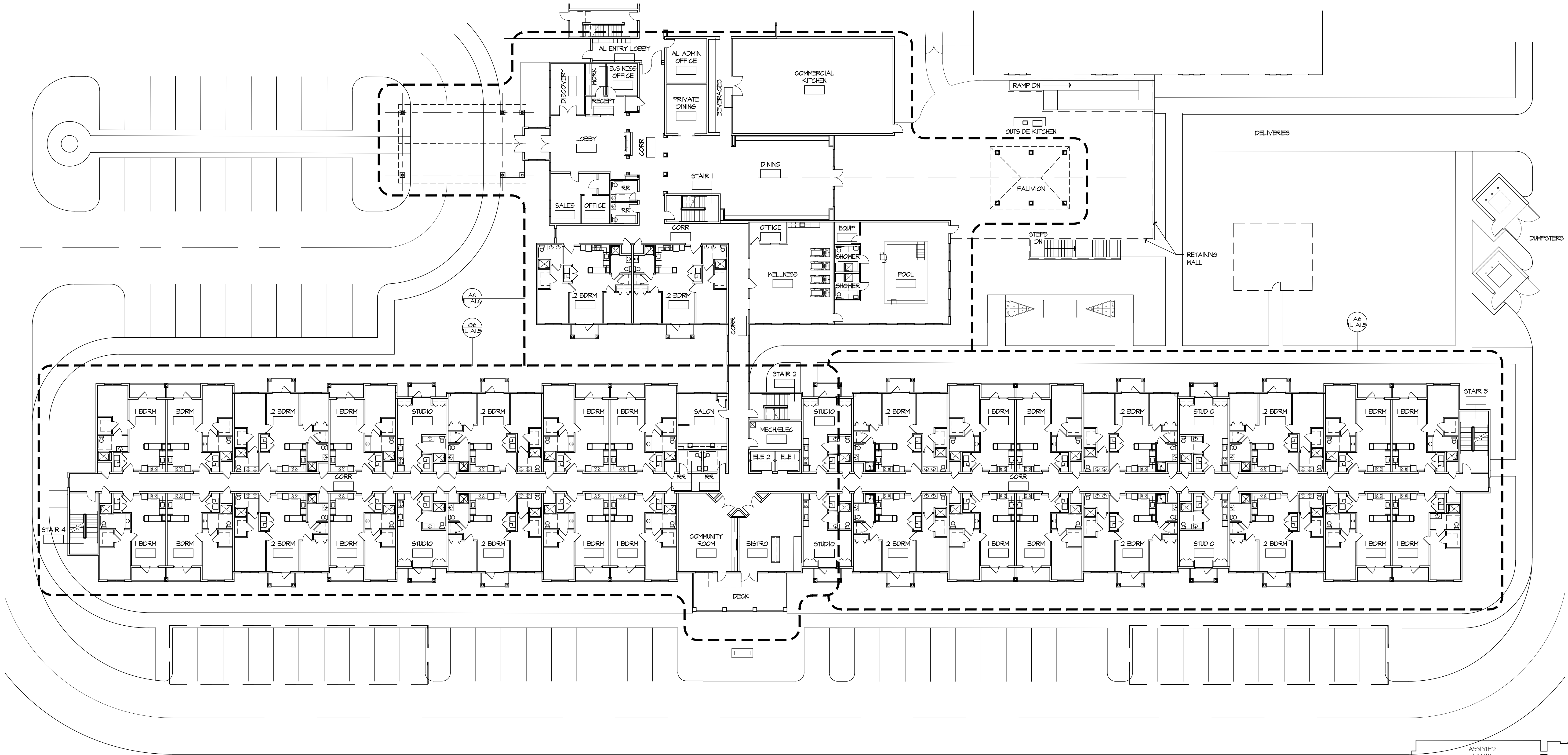
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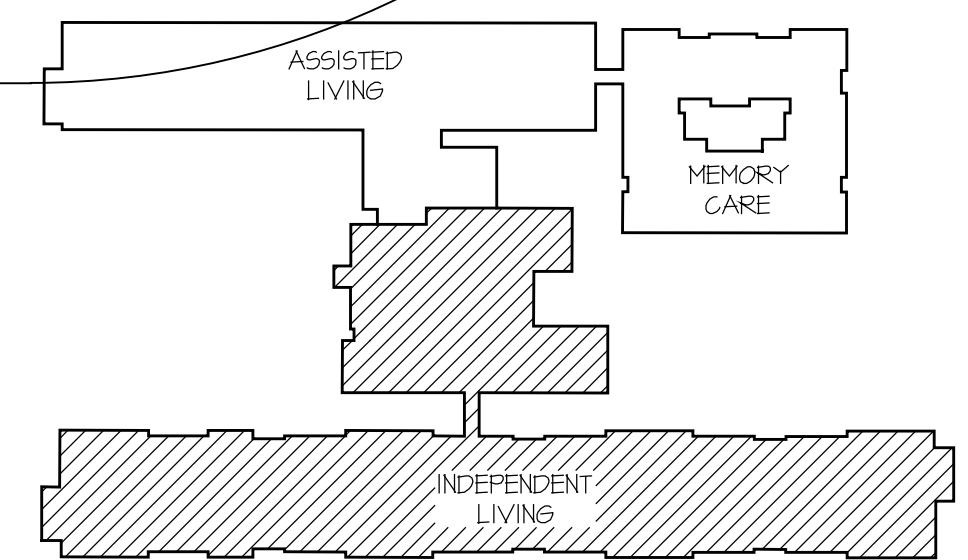
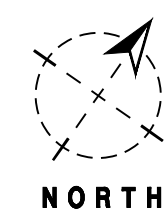
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A6 OVERALL 1ST FLOOR PLAN
SCALE: 1/16" = 1'-0"



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OVERALL
1ST FLOOR PLAN
INDEPENDENT LIVING

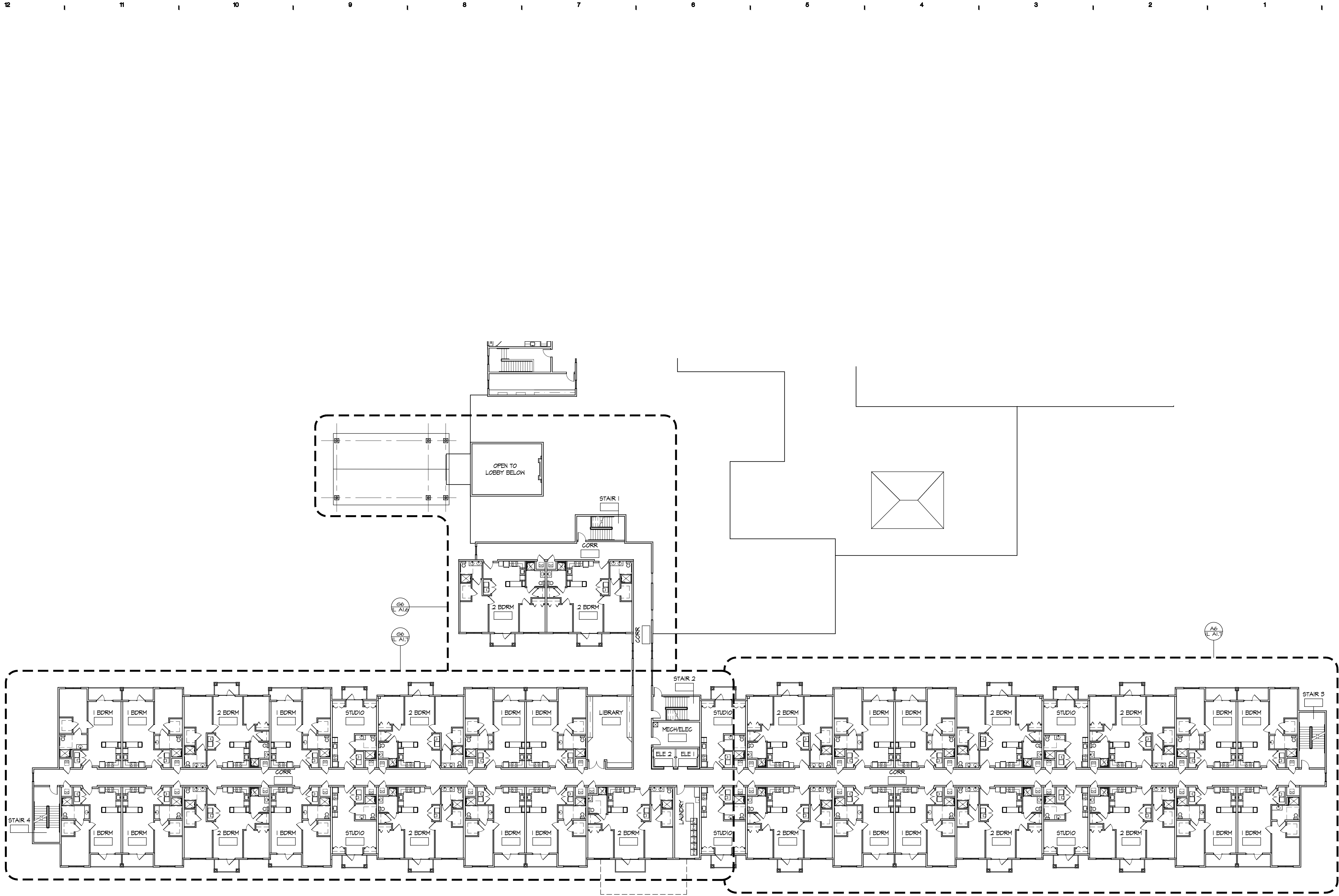
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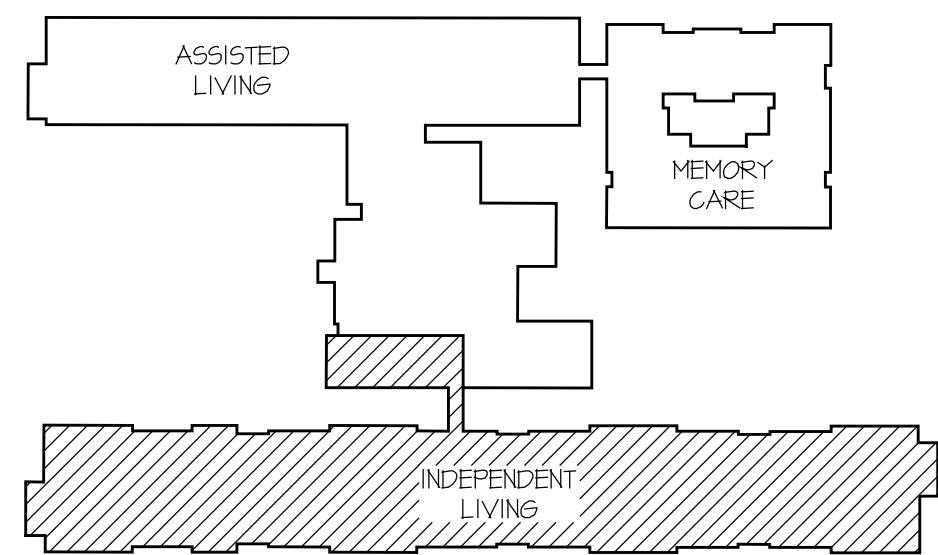
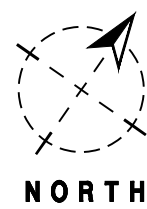
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A6 OVERALL 2ND FLOOR PLAN
SCALE: 1/16" = 1'-0"



KEY PLAN



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OVERALL
2ND FLOOR PLAN
INDEPENDENT LIVING

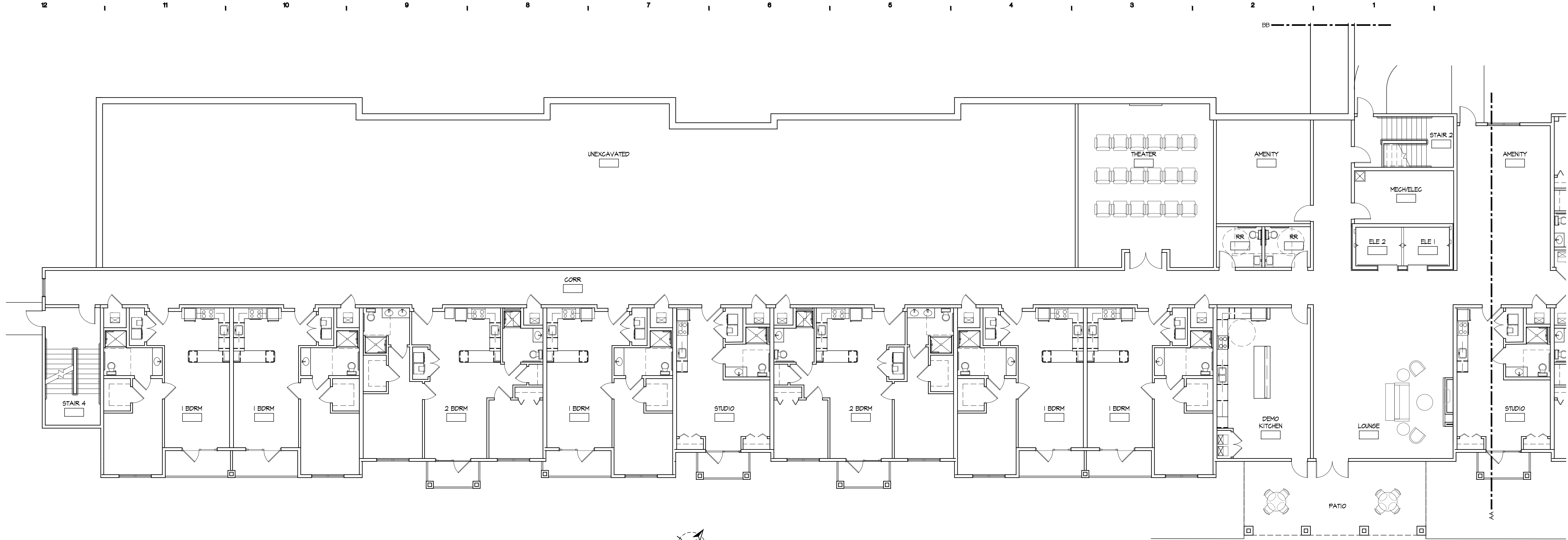
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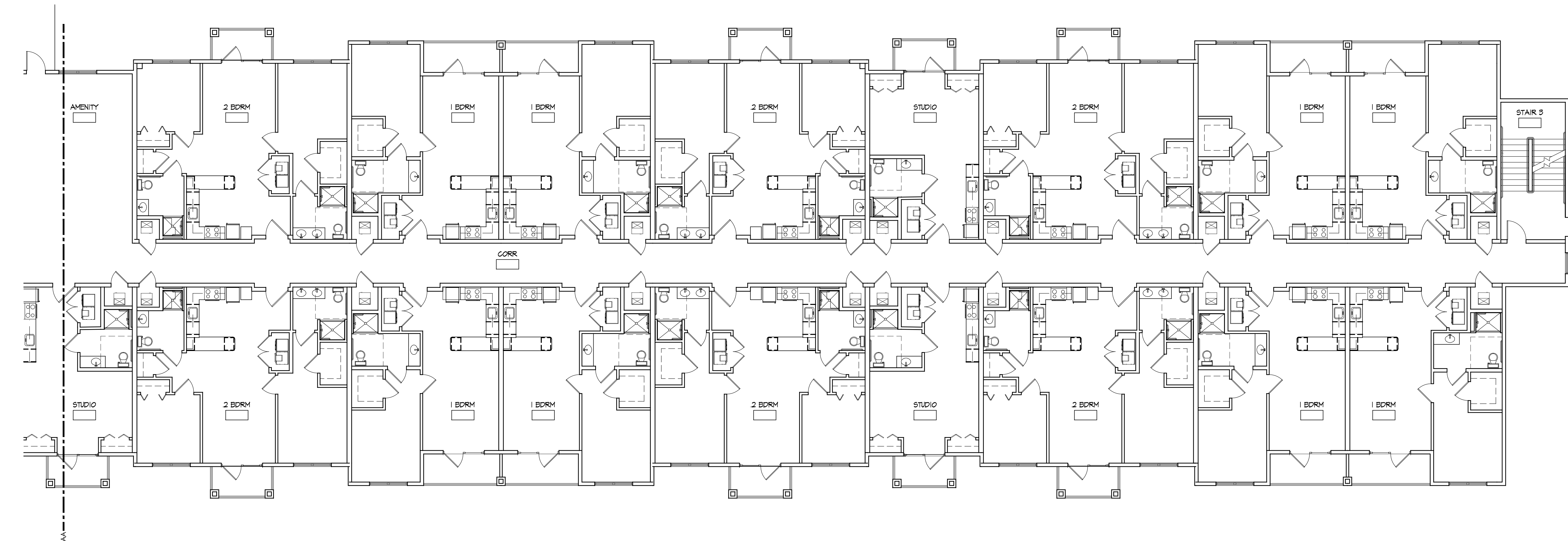
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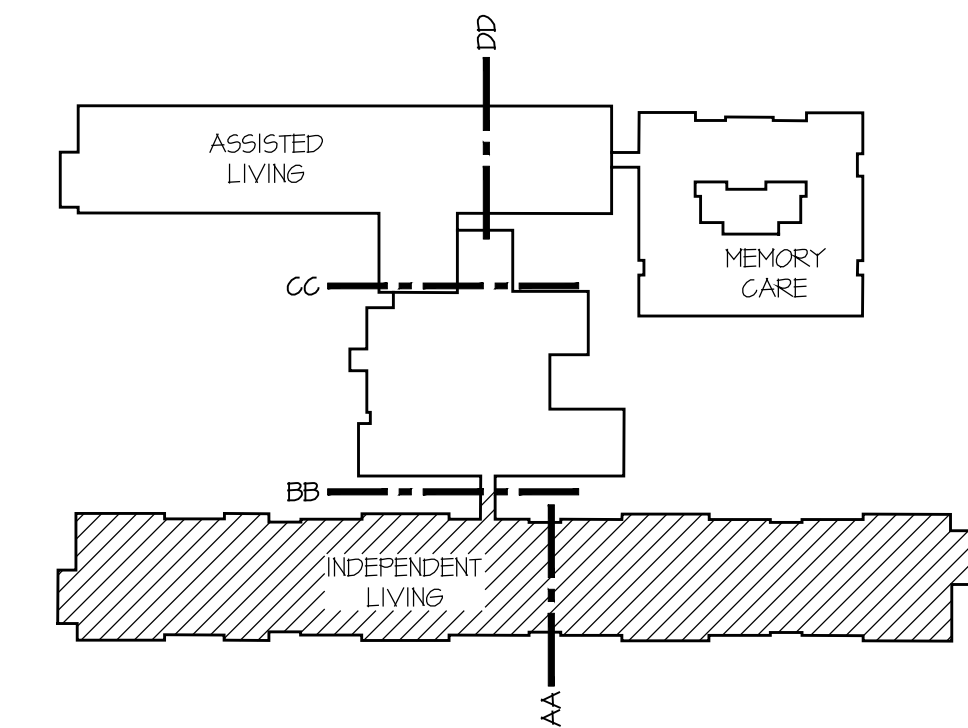
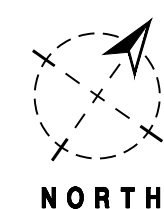
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Aug 25, 2025
11



G6 PARTIAL LOWER LEVEL PLAN
SCALE: 1/8" = 1'-0"



A6 PARTIAL LOWER LEVEL PLAN
SCALE: 1/8" = 1'-0"



ARCHITECTURAL CORPORATION
MISSOURI CERTIFICATE
OF AUTHORITY NO. 000073
**O'REILLY
DEVELOPMENT**
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PARTIAL LOWER LEVEL
FLOOR PLANS
INDEPENDENT LIVING

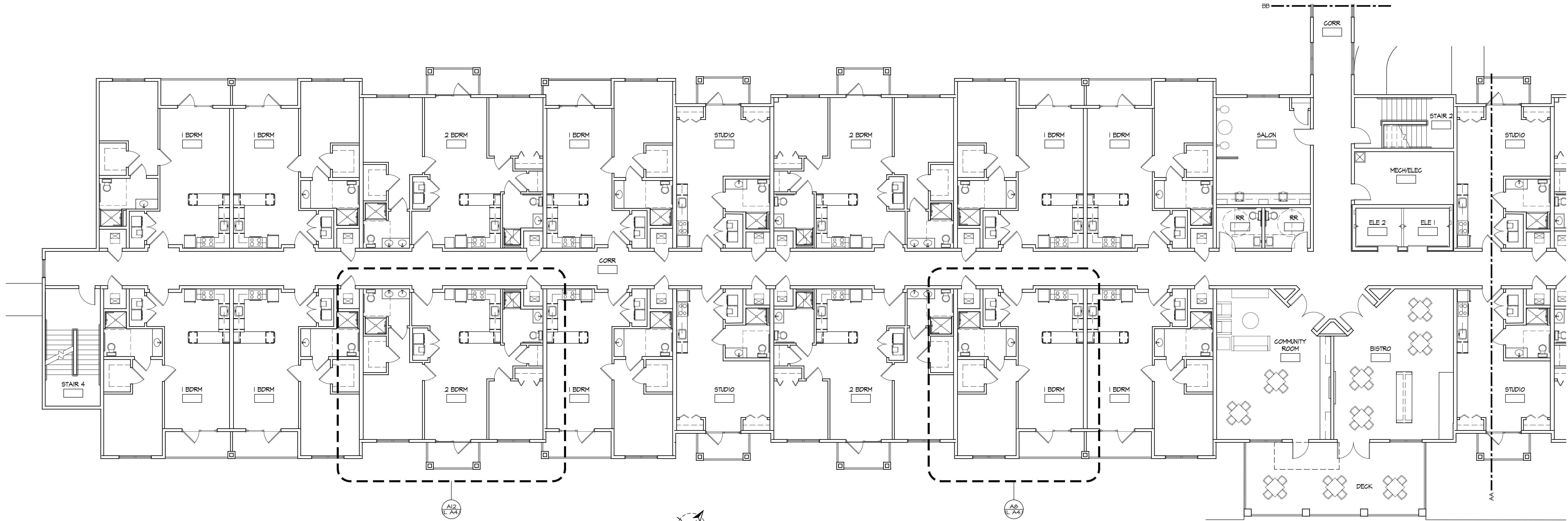
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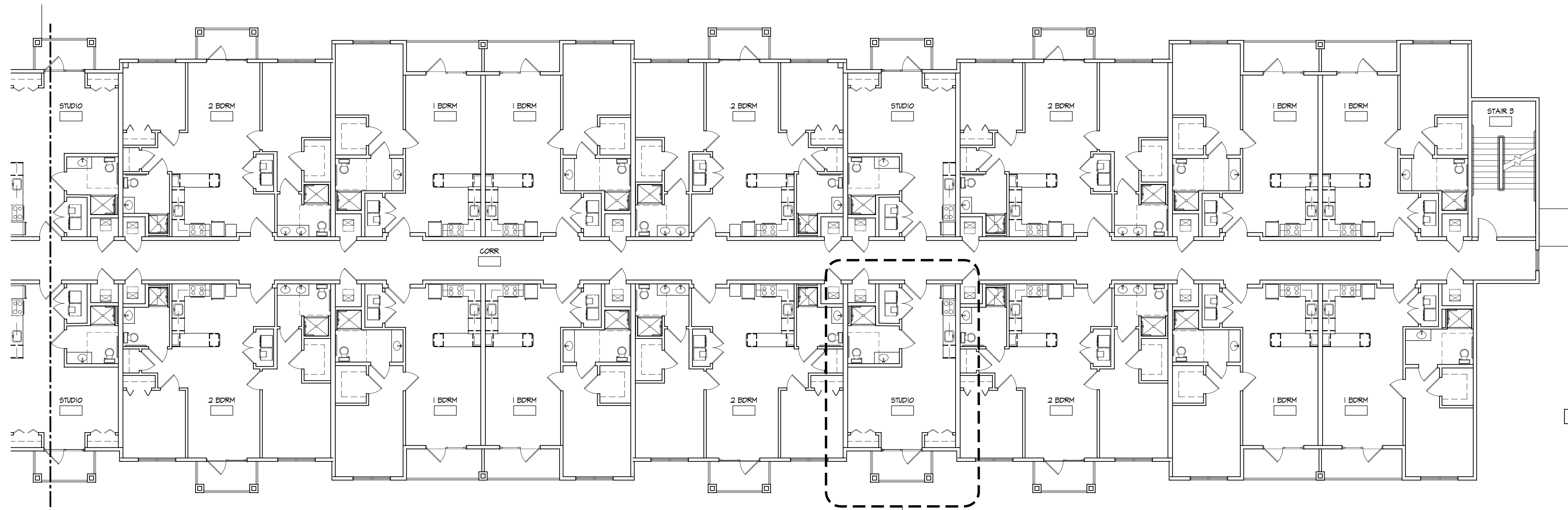
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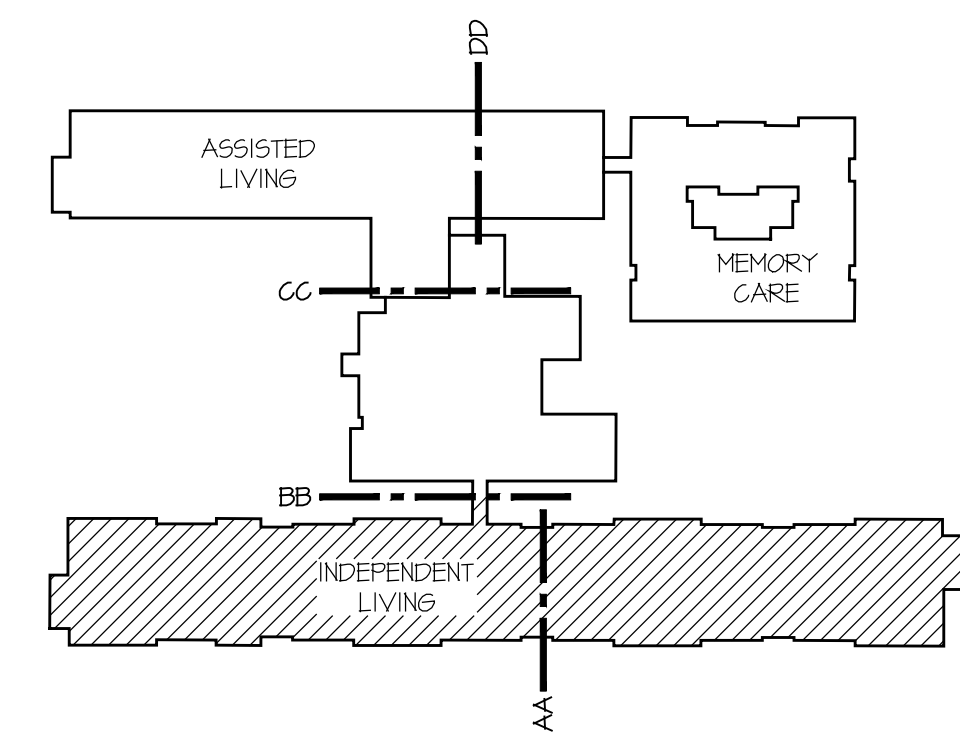
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G6 PARTIAL 1ST FLOOR PLAN
SCALE: 1/8" = 1'-0"



A6 PARTIAL 1ST FLOOR PLAN
SCALE: 1/8" = 1'-0"



KEY PLAN



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OF AUTHORITY NO. 000073



LEE'S SUMMIT II
NE LAKEWOOD WAY
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI 64064

STARK WILSON DUNCAN ARCHITECTS INC
315 NICHOLS RD. STE 228 - KANSAS CITY, MO 64112 - T 816.531.1698 - WWW.SWDARCHITECTS.COM

SEAL
ARCHITECT - TIMOTHY O.K. WILSON
LICENSE NO. A-6972



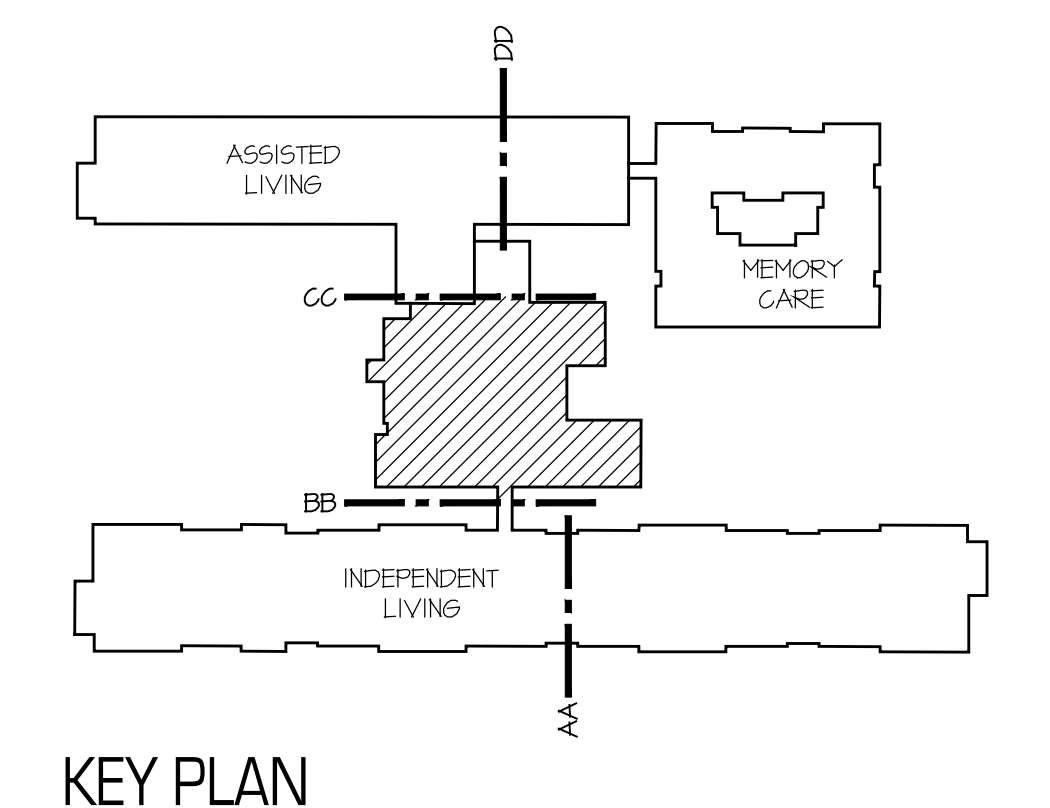
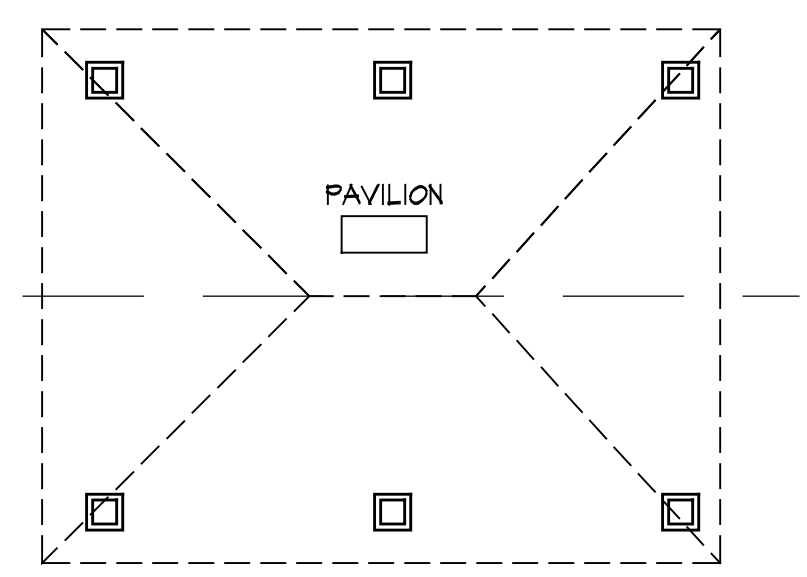
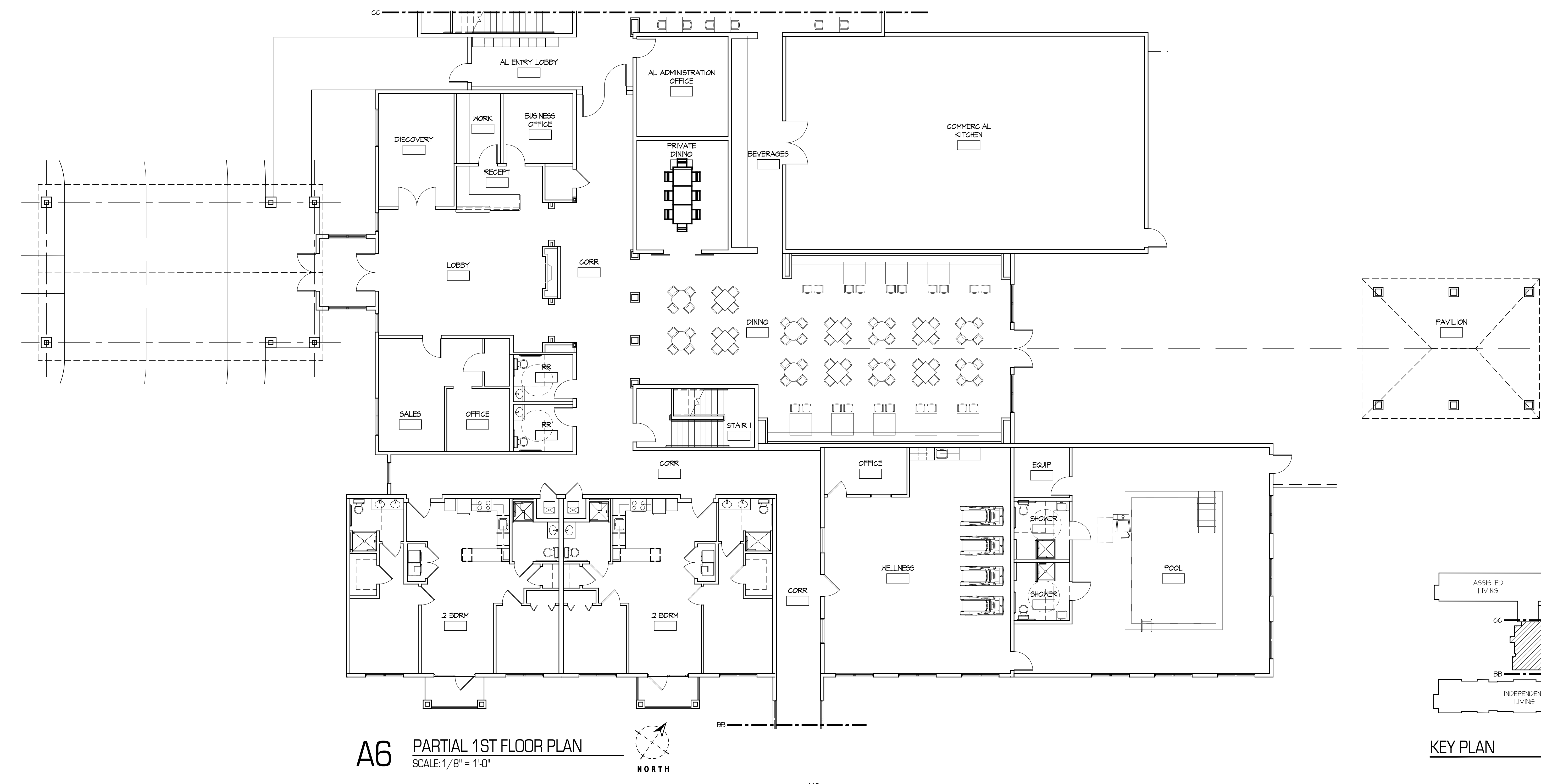
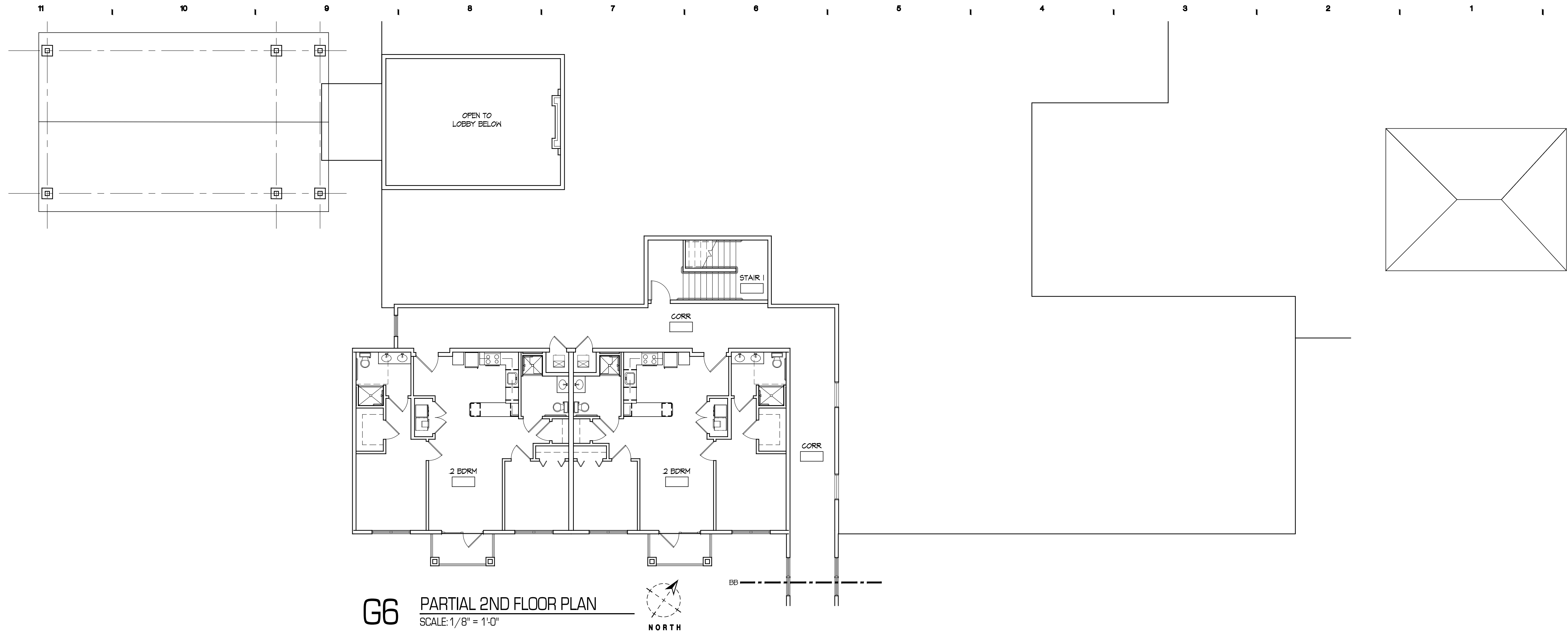
PARTIAL 1ST FLOOR PLANS
INDEPENDENT LIVING

ISSUE DATE:
August 25, 2025
REVISIONS:

PROJECT NO.:
2510

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A1.5

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ARCHITECTURAL CORPORATION
MISSOURI CERTIFICATE
OF AUTHORITY NO. 000073



LEE'S SUMMIT II
NE LAKEWOOD WAY
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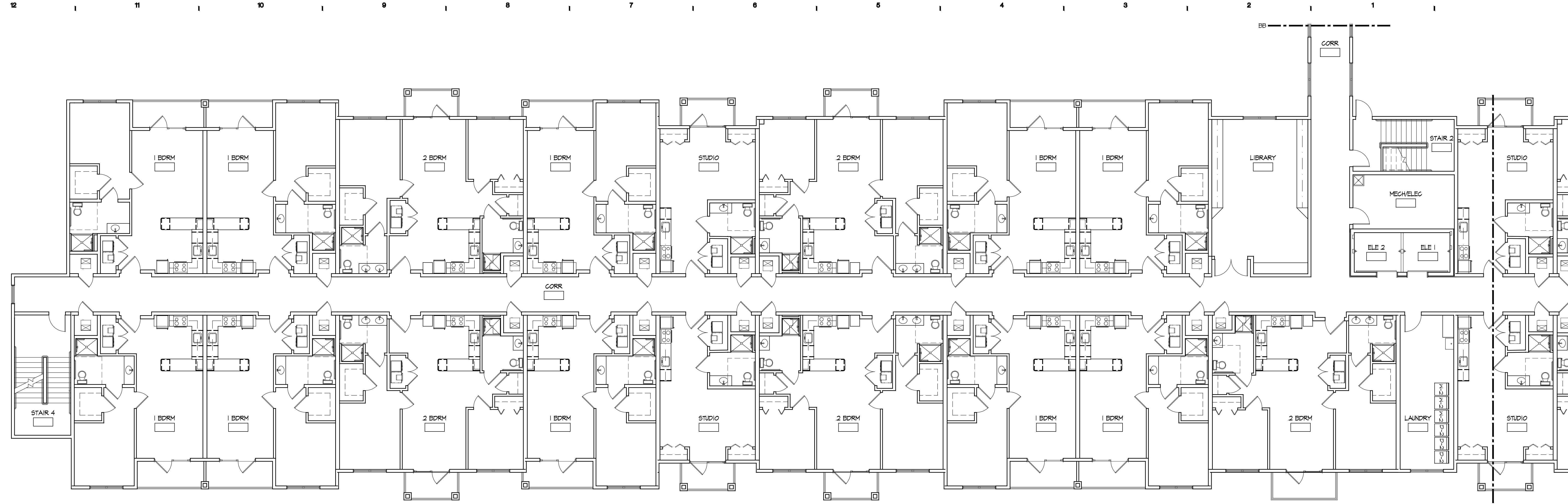


PARTIAL 1ST & 2ND
FLOOR PLANS
INDEPENDENT LIVING

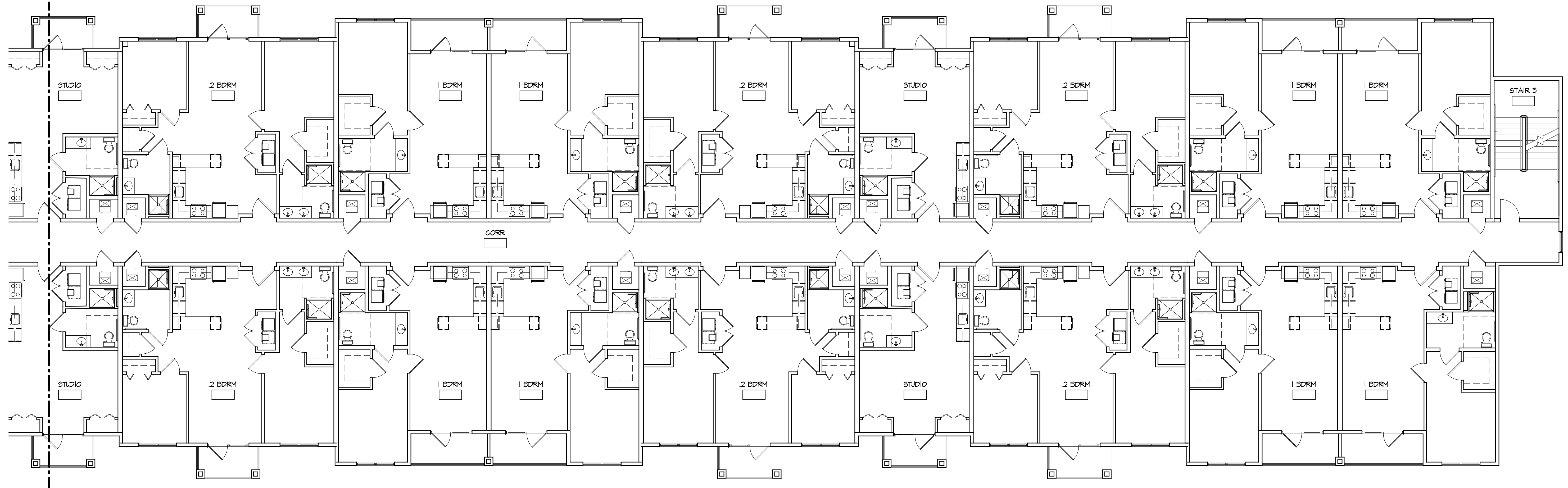
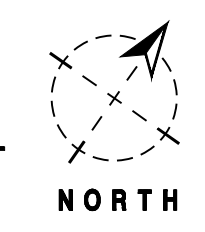
ISSUE DATE:
August 25, 2025
REVISIONS:

PROJECT NO.:
2510
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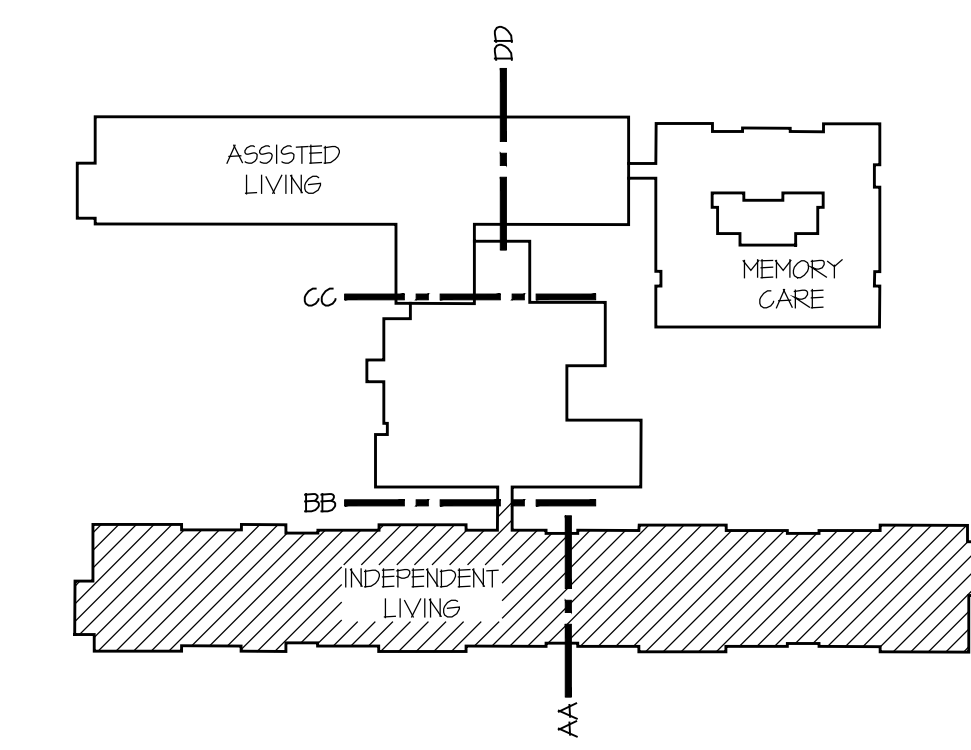
MA2510 LEE'S SUMMIT SENIOR LIVING 2'x11' A1.7.dwg
Aug 25, 2025
11:15am



G6 PARTIAL 2ND FLOOR PLAN
SCALE: 1/8" = 1'-0"



A6 PARTIAL 2ND FLOOR PLAN
SCALE: 1/8" = 1'-0"



KEY PLAN



ARCHITECTURAL CORPORATION
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OF AUTHORITY NO. 000073



LEE'S SUMMIT II
NE LAKEWOOD WAY
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI 64064
STARK WILSON DUNCAN ARCHITECTS INC
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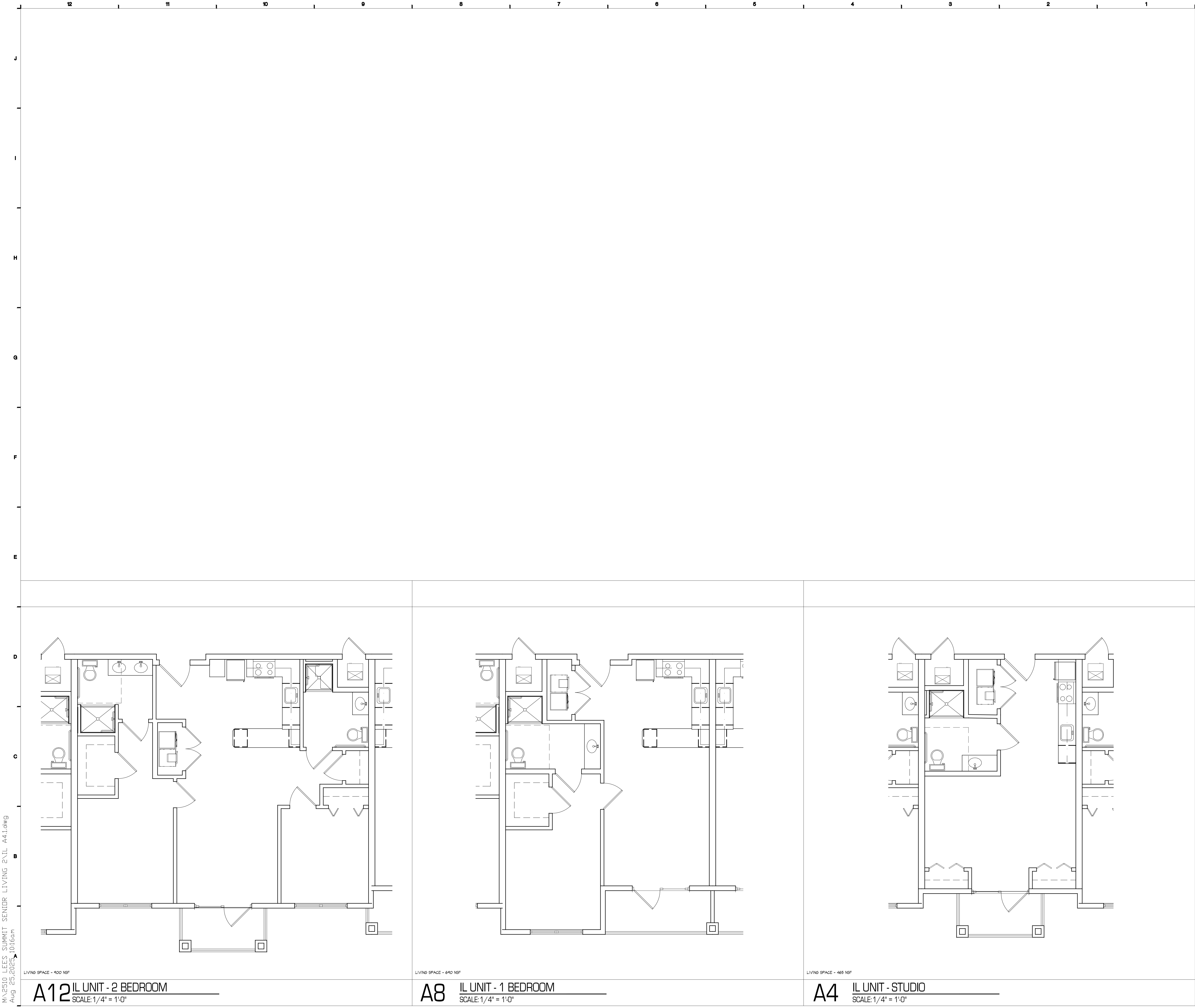
PARTIAL 2ND FLOOR PLANS
INDEPENDENT LIVING

ISSUE DATE:
August 25, 2025
REVISIONS:

PROJECT NO.:
2510

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O'REILLY
DEVELOPMENT
COMPANY, LLC

LEE'S SUMMIT II
NE LAKEWOOD WAY
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI 64064

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LICENSE NO. A-6972



ENLARGED UNIT PLANS
INDEPENDENT LIVING

ISSUE DATE:
August 25, 2025
REVISIONS:

PROJECT NO.:
2510

IL
A4.1

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M:\2510_LEES SUMMIT SENIOR LIVING 2\1\ A11.dwg
Aug 25/2025 10:37am



A4 3 UNITS VILLA FLOOR PLAN
SCALE: 1/4" = 1'-0"



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OF AUTHORITY NO. 000073



LEE'S SUMMIT II
NE LAKEWOOD WAY
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI 64064
STARK WILSON DUNCAN ARCHITECTS INC.
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LICENSE NO. A-6972



3 UNIT VILLA
FLOOR PLAN

ISSUE DATE:
August 25, 2025
REVISIONS:

PROJECT NO.:
2510

V
A1.1

Black, Christina

From: Black, Christina
Sent: Tuesday, August 26, 2025 9:06 AM
To: David.East@health.mo.gov; ECU@health.mo.gov
Cc: Brothers, Paul; Paris, Salvatore
Subject: Architectural Plans for CON Application #6232RS Lee's Summit Senior Living Community
Attachments: Lee's Summit_Project 6232RS_DHSS Submission Letter.pdf; LEES SUMMIT CON 8.22.2025.pdf

Good morning,

On behalf of attorney Paul Brothers, please see the attached letter and submission packet. Please let us know if you have any questions.

Thank you,

Christina Black



Paul E. Brothers
Phone: (816) 285-3884
pbrothers@gravesgarrett.com

August 27, 2025

Via Electronic Mail

David East
Carrie Brixey
Department of Health and Senior Services
Division of Regulations and Licensure Section for Hospital Regulation
PO Box 570
Jefferson City, MO 65102
David.East@health.mo.gov
ECU@health.mo.gov

**Re: Architectural plans for CON application #6232RS, Lee's Summit
Senior Living Community**

Dear Mr. East and Ms. Brixey:

Please find enclosed the CON architectural submittal package for Lee's Summit Senior Living Community, LLC's proposed assisted living facility to be located at approximately 39.006659, -94.354450, Lee's Summit, MO 64064. This proposed facility will house 76 beds in 48 assisted living and 20 memory care units. The full application for a CON will be submitted on August 29, 2025, to be heard at the November 10, 2025, Committee meeting.

Please let me know if you need any further information.

Sincerely,

A handwritten signature in blue ink that reads 'Paul E. Brothers'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Paul E. Brothers

Black, Christina

From: Black, Christina
Sent: Thursday, August 28, 2025 11:19 AM
To: DHSS, ECU; East, David
Cc: Brothers, Paul; Paris, Salvatore; CONP CONP
Subject: RE: Architectural Plans for CON Application #6232RS Lee's Summit Senior Living Community
Attachments: LEES SUMMIT CON 8.22.2025.pdf

Good morning,

We have updated this packet of information to include the square footage numbers on the cover pages. The attached document is the package we will be submitting with our CON application. Please let us know if you have any questions.

Thank you,

Christina Black

From: DHSS, ECU <ECU@health.mo.gov>
Sent: Wednesday, August 27, 2025 4:24 PM
To: Black, Christina <cblack@gravesgarrett.com>; East, David <David.East@health.mo.gov>
Cc: Brothers, Paul <pbrothers@gravesgarrett.com>; Paris, Salvatore <sparis@gravesgarrett.com>; CONP CONP <CONP@health.mo.gov>
Subject: RE: Architectural Plans for CON Application #6232RS Lee's Summit Senior Living Community

Approved for CON purposes.

Note that as plans progress, per state statute and state regulation, all facilities shall be divided into at least two smoke compartments with each compartment not exceeding 150'-0" in length or width as follows:

- Each smoke compartment shall be separated by 1-hour fire-rated smoke barriers that are **continuous** from outside wall-to-outside wall and from floor-to-floor or **floor-to-roof deck**.
- Doors located in the 1-hour fire-rated smoke barrier walls shall be of construction that resists fire for a minimum of 20 minutes and shall be self-closing or automatic-closing

Thank you,

Registration Now Open for the [2025 SLCR Annual Provider Meetings](#)

Online Reporting for Abuse and Neglect is available 24/7: . <https://health.mo.gov/safety/abuse/>

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



Carrie Schaumburg | Architect

Missouri Department of Health and Senior Services
Engineering Consultation Unit

P.O. Box 570, Jefferson City, MO 65102-0570

573-526-5350 | Carrie.Schaumburg@health.mo.gov

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From: Black, Christina <cblack@gravesgarrett.com>

Sent: Tuesday, August 26, 2025 9:06 AM

To: East, David <David.East@health.mo.gov>; DHSS, ECU <ECU@health.mo.gov>

Cc: Brothers, Paul <pbrothers@gravesgarrett.com>; Paris, Salvatore <sparis@gravesgarrett.com>

Subject: Architectural Plans for CON Application #6232RS Lee's Summit Senior Living Community

Good morning,

On behalf of attorney Paul Brothers, please see the attached letter and submission packet. Please let us know if you have any questions.

Thank you,

Christina Black

Christina Black

Office: (816) 256-3181 | **Direct:** (816) 256-5982



www.gravesgarrett.com

1100 Main Street, Suite 2700

Kansas City, MO 64105

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REAL ESTATE SALE AGREEMENT

by and between

CAPT'S WHARF L.L.C.

as Seller

and

LEE'S SUMMIT SENIOR LIVING COMMUNITY LLC, its assignee or nominee

as Purchaser

August 22, 2025



REAL ESTATE SALE AGREEMENT

THIS REAL ESTATE SALE AGREEMENT (this "**Agreement**") is made and entered into as of August 22, 2025 ("**Effective Date**") by and between **CAPT'S WHARF L.L.C.**, a Missouri limited liability company (the "**Seller**") and **LEE'S SUMMIT SENIOR LIVING COMMUNITY LLC**, a Missouri limited liability company, its successors and assigns (the "**Purchaser**").

PRELIMINARY STATEMENTS

A. Seller is the fee simple owner of the real estate and related assets hereinafter described; and

B. Seller desires to sell, and Purchaser desires to buy, the real estate and related assets hereinafter described, at the price and on the terms and conditions set forth herein.

In consideration of the recitals, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, it is agreed by and between the parties as follows:

1. **Property.**

The real estate which is the subject of this Agreement, consisting of approximately 11.96 acres of land, located in Lee's Summit, Missouri, and as depicted in crosshatch on **Exhibit A**, attached hereto and is identified as part of Parcel ID 43-210-01-01-02-0-00-000, together with all improvements located thereon, if any and all of Seller's right, title and interest in and to any and all fixtures attached thereto, if any; all rights, benefits, privileges, easements, rights of way, and other appurtenances to such land; all air and subsurface rights and other rights, if any, pertaining thereto including without limitation, all oil, gas and mineral rights of Seller, if any, in and to such land; and all of Seller's rights in and to strips and gores and any land lying in the bed of any public right of way adjacent to such land and any unpaid award for damage by reason of any condemnation proceedings or change of grade of any highway, street, road or avenue, if any (collectively, the "**Property**"). The parties hereto acknowledge and agree that the final legal description of the Property shall be determined by the Survey, as set forth in Section 8.

2. **Personal Property, Service Contracts and Leases.**

(a) There is no tangible personal property constituting part of the Property.

(b) There are no service contracts ("**Service Contracts**") affecting the Property, as confirmed on **Exhibit B**.

(c) There are no leases, licenses, occupancy or use, and rental agreements ("**Leases**") between Seller, as landlord, licensor, or grantor, and tenants or other occupants or users of the Property in effect as of the Effective Date or any time through the Closing (as defined below), except as set forth in the Title Commitment (as defined below).



3. **Sale/Conveyance and Assignment.**

Seller agrees to sell, convey and assign to Purchaser, and Purchaser agrees to buy from Seller, at the price and upon the other terms and conditions hereafter set forth the Property.

4. **Transfer of Title.**

(a) Title to the Property shall be conveyed to Purchaser by a special warranty deed (the "**Deed**") executed by Seller, in the form attached hereto as **Exhibit C.**

5. **Purchase Price; Earnest Money.**

The purchase price for the Property shall be Three Million One Hundred Thirty-Seven Thousand Three Hundred Thirty-Nine and No/100 Dollars (\$3,137,339.00) (the "**Purchase Price**") payable by Purchaser to Seller as follows:

(a) Within five (5) business days after the Effective Date of this Agreement, the Purchaser shall deposit into a strict joint order escrow trust (the "**Escrow**") established by First American Title Insurance Company, 1100 Main Street, Suite 1900, Kansas City, Missouri (the "**Escrow Agent**" or "**Title Insurer**"), the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the "**Earnest Money**") in the Escrow. If requested by Purchaser, and agreed to by the Title Insurer, any Earnest Money that is deposited shall be invested while held in Escrow in United States treasury obligations or such other interest bearing accounts or other insured investment but only as are directed and approved by the Purchaser in writing and any interest earned on the Earnest Money shall be administered, paid or credited (as the case may be) in the same manner as the Earnest Money and, when credited to the Escrow shall constitute additional Earnest Money. At the closing of the transaction contemplated by this Agreement (the "**Closing**"), which shall occur on the Closing Date (as defined below), the Purchaser shall receive a credit against the Purchase Price for the Earnest Money deposited by Purchaser. The Earnest Money shall be fully refundable to Purchaser as set forth herein, including, without limitation, until the satisfaction of the Zoning Contingency, the Plan Contingency, the CON Contingency, and the Purchaser Closing Conditions.

(b) The Purchase Price, less a credit for the Earnest Money, plus or minus prorations and adjustments as set forth in **Section 17** hereof, shall be paid by Purchaser to Seller by wire transfer of immediately available federal funds on the Closing Date via the Escrow.

6. **Representations and Covenants.**

(a) **Seller's Representations and Warranties.** As a material inducement to Purchaser to execute this Agreement and consummate this transaction, Seller represents and warrants to Purchaser as of the date hereof and continuing through and including the Closing Date as follows:

(1) **Authority.** The conveyance of the Property and the execution, delivery and performance of Seller of this Agreement has been duly authorized by all necessary limited liability company action on the part of Seller and is not in conflict with

the limited liability company instruments or with any agreement to which Seller is a signatory.

(2) Conflicts. Seller has no actual knowledge of any agreement to which Seller is a party or binding on Seller or the Property, which is in conflict with this Agreement or which would limit or restrict the timely performance by Seller of its obligations pursuant to this Agreement.

(3) Litigation. There is no action, suit or proceeding pending or, to Seller's Knowledge, threatened against either Seller or the Property which (i) if adversely determined, would materially affect the Property, or (ii) challenges or impairs Seller's ability to execute, deliver or perform this Agreement or consummate the transaction contemplated hereby.

(4) Leases. There are no Leases affecting the Property or Seller which would be binding upon Purchaser or the Property, and no Leases will affect the Property at Closing.

(5) Service Contracts. There are no Service Contracts affecting the Property or Seller which would be binding upon Purchaser or the Property, and no Service Contracts will affect the Property at Closing.

(6) Rights to Acquire. Seller has no actual knowledge of any options, rights of first refusal, or other contracts which give any other party a right to purchase or acquire, and no one possesses a right to purchase or acquire, any interest in the Property, or any part thereof.

(7) Adverse Condition of Property. Seller has no actual knowledge of any adverse fact relating to the physical condition of the Property, or any portion thereof, or any improvements thereon including, without limitation, landfills, hazardous wastes, fault lines, sinkholes or other geological conditions.

(8) Notice of Violations. Seller has no actual knowledge and has not received notice that: the Property is in violation of any applicable zoning, employee safety (including OSHA), environmental, toxic substance, hazardous waste or other statute, law, ordinance, rule, regulation or order relating to the Property; that there are presently such violations or grounds therefor which would adversely affect the Property; or that the Property is in material violation of any law, regulation, ordinance or rule applicable to its use. Seller has no notice and has not received notice that there are proceedings, pending or threatened, that may result in revocation, cancellation or suspension or any adverse modification, of any thereof.

(9) Withholding Obligation. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

(10) Condemnation. There is no pending, and Seller is not aware of any threatened condemnation or similar proceedings affecting the Property or any part thereof.



(11) Insurance Notices. Seller has not received any uncured notices from any insurance company which has issued a policy with respect to any portion of the Property, or by any board of fire underwriters, or from any governmental or quasi-governmental authority, of zoning, building, fire or health code violations with respect to the Property.

(12) Environmental. Seller has no actual knowledge of any violations of Environmental Laws (as defined below) related to the Property or the presence or release of Hazardous Materials (as defined below) on or from the Property. Seller has not manufactured, introduced, released or discharged from, on, under or adjacent to the Property any Hazardous Materials or any toxic wastes, substances or materials (including, without limitation, asbestos), and Seller has not used the Property or any part thereof for the generation, treatment, storage, handling or disposal of any Hazardous Materials, in violation of any Environmental Laws. The term "**Environmental Laws**" includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal laws governing the environment as in effect on the Effective Date together with their implementing regulations and guidelines as of the Effective Date, and all state, county and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials.

(13) ERISA. Seller is not (i) an "employee benefit plan" (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**")) that is subject to the provisions of Title I of ERISA, (ii) a "plan" that is subject to the prohibited transaction provisions of Section 4975 of the Internal Revenue Code of 1986 (the "**Code**") or (iii) an entity whose assets are treated as "plan assets" under ERISA by reason of an employee benefit plan or plan's investment in such entity.

(14) OFAC. Seller is not aware of any facts showing it is not in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "**Order**") and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury ("**OFAC**") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "**Orders**"). Seller is a Missouri limited liability company and its two individual members are US citizens, residing in the US, and Seller has no foreign interest in its ownership or management of its property and is not aware of any requirement under OFAC that applies to it.¹

(15) Ownership of the Property. Seller owns indefeasible fee simple title to the Property. The Property constitutes, or shall at Closing constitute, one separate tax parcel for purposes of ad valorem taxation. Seller has not executed any document with or for the benefit of any governmental or quasi-governmental authority restricting the

¹ NTD: Could you please explain why the original language as deleted?



development, use or occupancy of the Property that is not recorded in the land records of the county in which the Property is located.

(16) Legally Subdivided Lot. As of Closing, using the description of the Property reflected on the Survey, the Property shall be a legally subdivided lot or shall otherwise be in a condition to be legally conveyed to Purchaser in compliance with all applicable laws, acts, ordinances and any other legal requirements governing the conveyance, platting and subdivision of land.

(b) Purchaser's Representations and Warranties. As a material inducement to Seller to execute this Agreement and consummate this transaction, Purchaser represents and warrants to Seller that Purchaser has been duly organized and is validly existing as a limited liability company organized pursuant to the laws of the State of Missouri. Purchaser has the full right and authority and has obtained any and all consents required therefor to enter into this Agreement, consummate or cause to be consummated the purchase, and make or cause to be made the deliveries and undertakings contemplated herein or hereby. The persons signing this Agreement on behalf of Purchaser are authorized to do so. This Agreement and all of the documents to be delivered by Purchaser at the Closing have been (or will be) authorized and properly executed and will constitute the valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their terms.

(c) Representations and Warranties Prior to Closing. The continued validity in all respects of the foregoing representations and warranties shall be a condition precedent to the obligation of the party to whom the representation and warranty is given to close the transaction contemplated herein. If (i) any of Seller's representations and warranties shall not be true and correct at any time on or before the Closing whether or not true and correct as of the Effective Date, or (ii) any change in facts or circumstances has made the applicable representation and warranty no longer true and correct and regardless as to whether Purchaser becomes aware of such fact through Seller's notification or otherwise, then Purchaser may, at Purchaser's option, exercised by written notice to Seller (and as its sole and exclusive remedy), either (y) proceed with this transaction, accepting the applicable representation and warranty as being modified by such subsequent matters or knowledge and waiving any right relating thereto, if any, or (z) terminate this Agreement and declare this Agreement of no further force and effect, in which event the Earnest Money shall be immediately returned to Purchaser and Seller shall have no further liability or obligation hereunder by reason thereof, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except for the indemnity provisions set forth in Section 22(p) of this Agreement, any other provision of this Agreement that is expressly intended to survive the termination of this Agreement, and, if the breach of any representation and warranty of Seller hereunder results from the willful and intentional act of Seller, Purchaser shall also have the rights and remedies available to Purchaser under Section 18(b) of this Agreement upon a default by Seller of its obligations under this Agreement.

(d) Covenants of Seller. Seller covenants and agrees that during the period from the Effective Date through and including the Closing Date:



(1) There are no Service Contracts or Leases affecting the Property, and no Service Contracts or Leases will affect the Property at Closing.

(2) Seller will not enter into any contract or agreement or Service Contracts or Leases that will be an obligation affecting the Property subsequent to the Closing Date except for contracts entered into in the ordinary course of business that are terminable without cause and without payment of a fee or penalty on not more than 30-days' notice.

(3) Seller will continue to maintain the Property in accordance with past practices and will not make any material alterations or changes thereto.

(4) Seller currently has and will maintain liability insurance of a level and type consistent with the insurance maintained by Seller prior to the execution of this Agreement with respect to the Property.

(5) Seller shall not, without the prior written consent of Purchaser, except as provided herein, apply for, consent to or process any applications for zoning, rezoning, variances, site plan approvals, subdivision approvals or development with respect to the Property or any portion thereof.

(6) Seller shall not, without the prior written consent of Purchaser, sell, assign, transfer or encumber all or any portion of the Property or any interest therein.

(7) Seller shall not do anything, nor authorize anything to be done, which would adversely affect the condition of title as shown on the Title Commitment without the prior written consent of Purchaser in Purchaser's sole discretion.

(8) Seller shall give immediate notice to Purchaser in the event Seller receives written notice or obtains knowledge of (i) the taking or threatened taking of the Property or any portion thereof by eminent domain or other applicable legal proceeding; (ii) any casualty relating to the Property; (iii) the filing or threat to file an action, claim or proceeding in any court or administrative agency against Seller which may affect the Property; or (iv) any violation of any legal requirements or insurance requirements affecting the Property, any service of process relating to the Property or which affects Seller's ability to perform its obligations under this Agreement.

(9) Purchaser shall have the ability to interact with necessary governmental authorities, submit applications, documents, forms, etc. as required during pursuit of all requisite entitlements and approvals; including, without limitation, planning and zoning consents, building permits, onsite/offsite utility coordination, etc. but shall be without cost or expense to Seller. In addition, as may be required, Seller agrees to reasonably cooperate, at no cost or expense to Seller, and shall execute all documents related to any zoning, permitting or authorizations related to the Property as Purchaser may reasonably deem necessary or appropriate in connection with Purchaser's intended use and development of the Property, including without limitation, those required by governmental or quasi-governmental agencies, utility companies and authorities having jurisdiction.



7. **Purchaser's Due Diligence.**

(a) **Property Representation.** Seller has been advised that the Property is currently zoned CP-2.

(b) **Due Diligence Materials.** Within ten (10) days of the Effective Date, Seller shall deliver to Purchaser, existing copies that are readily available in Seller's possession, of the following: (i) Preliminary Plat, and (ii) any other document and/or report reasonably requested in writing by Purchaser affecting the Property (collectively, the "**Due Diligence Materials**").

(c) **Due Diligence Period.** Purchaser shall have a period beginning on the Effective Date and ending at 11:59 p.m., local time where the Property is located, on the date that is ninety (90) days after the Effective Date (the "**Due Diligence Period**"), to access, examine, inspect, and investigate the Property and, in Purchaser's sole discretion, to determine whether Purchaser wishes to proceed to purchase the Property. If Purchaser is not satisfied with the condition of the Property for any reason whatsoever, then Purchaser may terminate this Agreement by giving written notice thereof to Seller prior to the expiration of the Due Diligence Period, in which event the Escrow Agent shall immediately return the Earnest Money to Purchaser and neither party shall have any further obligations under this Agreement except for those obligations which expressly survive the termination hereof. If such written notice of termination has not been delivered by Purchaser to Seller prior to the expiration of the Due Diligence Period, then the foregoing right to terminate shall be deemed not to have been exercised by Purchaser, the sale shall proceed to Closing, and the Earnest Money shall become nonrefundable to Purchaser, except as set forth herein.

(d) **Inspections.** Purchaser, during the Due Diligence Period and through the Closing, shall have reasonable access to the Property for the purpose of conducting surveys, architectural, engineering, geo-technical and environmental inspections and tests, and any other inspections, studies, or tests reasonably required by Purchaser. Purchaser shall give Seller not less than forty-eight (48) hours prior telephonic notice before entering onto the Property to perform inspections or tests, and in the case of tests (i) Purchaser shall specify to Seller the nature of the test to be performed. All examinations of the physical condition of the Property, which may include an examination for the presence or absence of hazardous or toxic materials, substances or wastes (collectively, "**Hazardous Materials**"), shall be performed or arranged by Purchaser at Purchaser's sole expense. Purchaser shall keep the Property free and clear of any liens and will indemnify, protect, defend, and hold each of Seller and its officers, directors members, managers, employees, and agents (each, a "**Seller Related Party**") harmless from and against all losses, costs, damages, claims, liabilities and expenses (including reasonable attorneys' fees and court costs) arising from physical damage to the Property and injury to persons asserted against or incurred by any Seller Related Party as a result of such entry by Purchaser, its agents, employees or representatives (*provided, however*, that Purchaser shall have no obligation to indemnify, defend and hold Seller harmless from and against any such claims, damages, liabilities, or losses to the extent resulting from Seller's acts or omissions or Purchaser's mere discovery of adverse physical conditions affecting the Property not present before Purchaser's entry on the Property, including, any Hazardous Materials). If any inspection or test damages the Property and Purchaser does not acquire the Property, Purchaser will restore the Property to substantially the same condition as existed prior to any such inspection or test. Purchaser and its



agents, employees and representatives may, upon not less than forty-eight (48) hours prior telephonic or email notice to Seller (with it being agreed that no other form of notice is required), examine and make copies of all records and other materials (excluding financial records and material) relating to the physical condition of the Property in Seller's possession at the location where such records are maintained. Any information provided to or obtained by Purchaser with respect to the Property shall be subject to the provisions of **Section 22(o)** of this Agreement. In the event this Agreement is terminated, except in the event of a Seller default, upon receipt of written request from Seller, Purchaser agrees to provide, within fifteen (15) days of written request, copies of non-proprietary, third-party prepared survey, geotechnical reports and environmental reports obtained in connection with Purchaser's acquisition of the Property; provided, however, that the diligence items provided pursuant to the terms herein shall be expressly without representation or warranty, including, but not limited to the truth, accuracy or completeness.

(e) **Zoning Contingency.** Purchaser may make formal application for any zoning approval(s) (collectively, the "**Zoning Approvals**") required for Purchaser's intended development of the Property as a continuum of care senior community consisting of senior living villas, independent living, assisted living and memory care for rent units (the "**Intended Development**") and will thereafter diligently pursue the receipt of such Zoning Approvals (the "**Zoning Contingency**") in the event the Property is not already approved. In the event Purchaser requires Seller's cooperation, then, at Purchaser's sole cost and expense, Purchaser and Seller shall cooperate in good faith to obtain the Zoning Approvals, and to provide to the applicable Authorities any information reasonably required for the same. Notwithstanding anything in the Agreement to the contrary, it is understood and agreed that in no event shall any change in the zoning of the Property be effective prior to Closing and all Zoning Approvals obtained by Purchaser shall be expressly contingent upon and effective only upon the Closing of the acquisition of the Property by Purchaser from Seller. Purchaser and Seller agree and acknowledge that Purchaser shall be responsible for preparing and submitting any necessary applications or other documents relating to the Zoning Approvals, but that Seller shall be shown as the applicant on such applications and documents. Seller agrees to cooperate with Purchaser in good faith in Purchaser's efforts to obtain the Zoning Approvals, including requests from Purchaser to sign or acknowledge applications and other documents related to the Zoning Approvals promptly upon request from Purchaser. If the Zoning Approvals are not obtained on or prior to the date that is two hundred seventy (270) days after the expiration of the Due Diligence Period (the "**Zoning Contingency Period**"), then Purchaser may terminate this Agreement by giving written notice thereof to Seller prior to Closing, in which event the Escrow Agent shall return the Earnest Money to Purchaser and neither party shall have any further obligations under this Agreement except for those obligations which expressly survive the termination hereof.

(f) **Plan Contingency.** Purchaser's obligations under this Agreement are expressly conditioned upon Purchaser having received final non-appealable approval from the applicable governmental authorities of (i) the preliminary plat applicable to the Property (the "**Preliminary Plat**") and (ii) the applicable site development plan, subdivision plat and/or civil construction drawings (the "**Site Plan**") as required for development of the Intended Development; provided, however, no Preliminary Plat or Site Plan approvals shall be recorded or deemed final and binding upon the Property until the Closing occurs. If the City of Lee's Summit, Missouri does not approve the Preliminary Plat and/or the Site Plan on or prior to the date that is



two hundred seventy (270) days after the expiration of the Due Diligence Period (the "**Plat Contingency Period**"), then Purchaser may terminate this Agreement by written notice delivered to Seller (the "**Plan Contingency**"), in which event the Title Insurer shall return the Earnest Money to Purchaser and neither party shall have any further obligations under this Agreement except for those obligations which expressly survive the termination hereof.

(g) Certificate of Need Contingency. Purchaser shall have obtained a final Certificate of Need (the "**CON**") required by governmental authorities (the "**Authorities**") to permit Purchaser to operate the Intended Development on the Property (the "**CON Contingency**," collectively with the Zoning Contingency and the Plan Contingency, the "**Contingencies**"). In the event Purchaser requires Seller's cooperation, then, at Purchaser's sole cost and expense, Purchaser and Seller shall cooperate in good faith to obtain the CON, and to provide to the applicable Authorities any information reasonably required for the same. Subject to Purchaser's satisfaction of the Submittals (as hereinafter defined), in the event the CON Contingency is not satisfied by the CON Deadline, Purchaser may terminate this Agreement by written notice delivered to Seller within ten (10) days after the CON Deadline, in which event the Escrow Agent shall return the Earnest Money to Purchaser and neither party shall have any further obligations under this Agreement except for those obligations which expressly survive the termination hereof. Purchaser shall make a reasonably good faith effort to prepare and submit the report requirements for the CON letter of intent (each a "**Submittal**") to the Authorities on or prior to September 24, 2025, with the anticipated decision to be delivered on January 5, 2026 (the "**CON Deadline**").

(h) Material Specifications & Finishes Proposal. Purchaser has previously delivered to Seller, and Seller hereby confirms that they have approved the use of (subject to changes in manufacturer if necessary), those certain material specifications and approximate percentages of the exterior building materials attached hereto as **Exhibit D** (the "**Materials Specifications**"). Purchaser shall submit to Seller, for Seller's review and approval, a proposal identifying the anticipated exterior finishes of such building materials (the "**Finishes Proposal**"); provided, however, that if Purchaser selects from the exterior finishes set forth on the document reflecting Purchaser's prior exterior finishes, as provided for in **Exhibit E**, attached hereto and incorporated herein, subject to minor deviations, Seller's approval of the Finishes Proposal shall not be unreasonably withheld, conditioned, delayed or denied. Purchaser agrees that the Finishes Proposal shall include one (1) concept elevation for the independent living, memory care, and assisted living facilities. In the event that Seller does not respond and provide its written approval within ten (10) days following Purchaser's delivery of such notice, Seller shall be deemed to have approved the Finishes Proposal in full. In the event that Seller responds and notifies Purchaser in writing that Seller does not consent to the Finishes Proposal, Purchaser shall have the option to (i) notify Seller that it will re-submit a revised Finishes Proposal for Seller's review, or (ii) terminate this Agreement in which event the Title Insurer shall return the Earnest Money to Purchaser and neither party shall have any further obligations under this Agreement except for those obligations which expressly survive the termination hereof. Seller and Purchaser expressly acknowledge and agree that Seller shall have no right to review or approve the Intended Development or any architectural or other details of the same excepting Seller's approval rights relating to the Finishes Proposal provided for in this section. For the avoidance of doubt, this section shall survive the Closing.



(i) Notwithstanding anything to the contrary contained in this Agreement, each of the termination rights of Purchaser pursuant to one or more subsections of this **Section 7** shall govern and control all other provisions of this Agreement.

8. **Survey.** Purchaser may obtain, at Purchaser's expense, an ALTA survey of the Property (the "**Survey**") certified to Purchaser, which Survey shall confirm and determine the acreage of the Property.

9. **Title Insurance.**

(a) Not later than fifteen (15) days after the Effective Date, Purchaser shall request from Escrow Agent, as issuing agent for Title Insurer, a commitment for the Title Policy described in **Section 9(b)** below dated on or after the Effective Date (the "**Title Commitment**"), together with legible copies of all of the underlying documentation described in such Title Commitment (the "**Title Documents**") to the extent not already delivered to Purchaser.

(b) Purchaser shall have until the expiration of sixty (60) days from the Effective Date (the "**Title Review Period**") in which to review the Title Commitment, the Title Documents, and the Survey and notify Seller and Escrow Agent in writing, at Purchaser's election, of such objections as Purchaser may have to any matters contained therein ("**Purchaser's Objection Notice**"; any of said objections listed on Purchaser's Objection Notice are deemed the "**Objectable Exceptions**"). The Purchaser's Objection Notice shall include copies of the Title Commitment and the Survey, if obtained. If Seller does not notify Purchaser in writing within ten (10) business days after receiving Purchaser's Objection Notice, Seller shall conclusively be deemed to have elected not to remove the Objectable Exceptions at or before Closing. On the other hand, if Seller notifies Purchaser and Escrow Agent in writing within ten (10) business days after receipt of Purchaser's Objection Notice that it has elected to cure one or more of said Objectable Exceptions ("**Seller's Notice**") (subject to Seller's obligation to remove or cure those items referenced in **Section 9d** below) at or before Closing, Seller shall eliminate or secure title insurance endorsements (which endorsements shall be paid for by Seller and with Purchaser's approval of such endorsements) for any Objectable Exceptions that Seller has elected to cure. Purchaser shall have the right to either: (a) terminate this Agreement by delivering written notice within ten (10) business days after receipt of such Seller's Notice or after Seller's failure to cure an Objectable Exception which Seller has elected to cure or has deemed to have elected not to cure, in which event, the Earnest Money shall be returned to Purchaser and neither party shall have any further rights or obligations under this Agreement, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except any provision of this Agreement that is expressly intended to survive the termination of this Agreement, or (b) Purchaser may consummate the transaction contemplated by this Agreement in accordance with the terms hereof, in which event, all those Objectable Exceptions that Seller has so elected not to cure shall conclusively be deemed to constitute "**Permitted Encumbrances**". Notwithstanding the foregoing, prior to Closing, Purchaser may, at its cost and expense, obtain an update or endorsement to the Title Commitment which updates the effective date of the Title Commitment. If such update or endorsement adds any previously unlisted title or survey exceptions to Schedule B-II of the Title Commitment or its equivalent which, one or more of the following: (i) renders title to the Property unmarketable, (ii) would materially and adversely affect Purchaser's contemplated use(s) of the



Property, or (iii) may materially increase the costs to complete any project that Purchaser desires to construct on the Property, each as determined in Purchaser's sole discretion, then Purchaser may object to any such new exception(s) by delivering written notice to Seller and Escrow Agent prior to Closing and: (x) any such notice shall be treated as a Purchaser's Objection Notice, (y) the exception(s) objected to in any such notice shall be treated as Objectionable Exceptions, and (z) Seller shall have until the earlier to occur of: (1) the time period provided under **Section 9(b)**, or (2) the Closing, to respond to such Purchaser's Objection Notice; provided, however, that matters of title or survey created by, through, or under Purchaser, if any, shall not be objectionable and shall automatically be deemed additional Permitted Encumbrances.

(c) Seller, at its sole expense, shall cause to be delivered to Purchaser at Closing a standard owner's title insurance policy (the "**Title Policy**") issued by Title Insurer, dated the day of Closing, in the full amount of the Purchase Price, the form of which shall be American Land Title Association Owner's Policy, 2021 (or such other form required or promulgated pursuant to applicable state insurance regulations), subject only to the Permitted Exceptions (as defined below). The Title Policy may contain extended coverage or any endorsements requested by Purchaser; provided that, Purchaser shall satisfy itself as to the availability of any such coverage or endorsements prior to the expiration of the Due Diligence Period. The costs of such extended coverage and any such endorsements shall be paid for by Purchaser unless otherwise provided herein.

(d) Seller shall have no obligation to remove or cure title objections, except for (1) monetary liens, which liens Seller shall cause to be released at the Closing or affirmatively insured over by Title Insurer with Purchaser's approval, (2) any exceptions or encumbrances to title which are created by Seller after the Effective Date without Purchaser's written consent, and (3) any exceptions or encumbrances which Seller agreed in writing to remove or cure pursuant to this **Section 9**. In addition, Seller and Purchaser shall provide Title Insurer with the Title Insurer's form of owner's affidavit that will permit Title Insurer to provide extended coverage and to remove the standard "mechanic's lien" and "gap" exceptions and otherwise issue the Title Policy.

(e) "**Permitted Exceptions**" shall mean: (1) any exception arising directly out of an act of Purchaser or its representatives, agents, employees or independent contractors; (2) Permitted Encumbrances, as described in **Section 9(b)** above; and (3) real estate taxes and assessments not yet due and payable.

10. **Closing.** The Closing shall be accomplished through the Escrow Agent, and shall take place on the date (the "**Closing Date**") that is thirty (30) days following the date that the Contingencies specified in **Section 7(b), 7(c), 7(d), 7(e), 7(f), and 7(g)** hereof have been satisfied, or such other date as the parties may agree in writing, provided that all conditions precedent to Closing in paragraph 11 hereof, have been fulfilled or have been waived in writing by the respective party entitled to waive same.

11. **Conditions to Purchaser's Obligation to Close.** Purchaser's obligations under this Agreement are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the



following conditions (each, a "**Purchaser Closing Condition**," and collectively, the "**Purchaser Closing Conditions**"):

(a) All of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all materials respects when made, and shall be true and correct in all materials respects on the Closing Date with the same effect as if made on and as of such date.

(b) There shall be no moratorium imposed by any governmental authority or utility supplier with respect to the issuance of plan approvals, building permits, certificates of occupancy or sanitary sewer, water or electricity connections with respect to all or any portions of the Property.

(c) Seller shall have performed, observed and complied in all materials respects with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of the Closing hereunder.

(d) All instruments and documents required on Seller's part to effectuate this Agreement and the transactions contemplated hereby shall be delivered at Closing and shall be in form and substance consistent with the requirements herein.

(e) All utility services, including, but not limited to, natural gas, electrical, water and sewer to the Property and/or, as applicable, with respect to storm water and sanitary sewer systems, shall be available at the Property in capacities sufficient to serve the Property as developed for Purchaser's Intended Development.

(f) Purchaser and the applicable municipal authority or utility provider shall have negotiated, finalized and executed an agreement, in form and substance acceptable to Purchaser, pursuant to which such municipal authority or utility provider agrees to provide and install, at no cost to Purchaser, all necessary water utility infrastructure and connections to the boundary of Purchaser's Intended Development.

(g) Purchaser shall have received such permits, consents, authorizations, variances, waivers, licenses, certificates of need, governmental incentives, zoning, rezoning, subdivision, plat approval, water/sewer availability confirmation, and any other necessary site approvals necessary for the development of the Intended Development (collectively, the "**Approvals**"). None of the Approvals shall have been modified, repealed, rescinded, revoked or terminated, all Approvals shall be final and non-appealable, with all applicable appeal periods having expired without any appeals being filed (or, if filed, fully and finally resolved in a manner satisfactory to Purchaser in its sole discretion), and no additional conditions, restrictions or encumbrances shall have been placed on the development of the Property that would cause a material adverse effect on the ownership or development of the Property or prevent the Property from being developed for the Intended Development.

(h) On the Closing Date, the Title Insurer shall be unconditionally obligated and prepared, subject to the payment of the applicable title insurance premium and other related charges, to issue to Purchaser an ALTA Extended Coverage Owner's Policy of Title Insurance insuring the



fee simple title to the Property in Purchaser with liability in the amount of the Purchase Price, subject only to the Permitted Exceptions.

(i) This Agreement shall not have been previously terminated pursuant to any other provision hereof.

(j) There shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against or involving Seller, or to Seller's awareness, with no obligation of conducting independent inquiry, would materially and adversely affect Seller's ability to perform its obligations under this Agreement.

(k) Seller and Purchaser shall have executed a mutually agreeable Drainage, Pond Maintenance and Restrictions Easement (the "**Mutual Easement**"), in recordable form, which shall be recorded at Closing. The Mutual Easement, the form of which shall be negotiated and finalized during the Due Diligence Period, shall (i) provide Purchaser and Seller with all rights reasonably necessary for drainage, from the Purchaser's Property and Seller's property to the adjacent pond (the "**Pond**"), (ii) provide for access to and from the Property to the Pond for necessary maintenance, repair, and replacement of drainage improvements and related facilities, including ingress and egress over the parties neighboring properties, (iii) require that all parties subject to the Mutual Easement (and their respective successors or assigns) pay a proportionate share of the costs and expenses of any maintenance, repair, and replacement of any facilities and/or drainage improvements for the Pond (excluding drainage over Purchaser's property), (iv) provide, among other things, that Seller shall be responsible for such maintenance, repair and replacement for the Pond when needed, and shall note that if Seller fails to provide such maintenance, repair and replacement for the Pond after receipt of thirty (30) days' written notice from Purchaser setting forth such failure, Purchaser may forthwith provide such maintenance, repair and replacement for the Pond and Seller and Purchaser shall pay their proportionate share within thirty (30) days after receipt of the bill, (v) run with the land and generally provide that it is binding on the parties, their heirs, successors and assigns so long as such party is an owner of the property affected by the Mutual Easement, and (vi) include provisions restricting the use of Seller's property and the Property substantially as follows:

Restricted Uses (Seller's Property): No part of the Seller's property shall be used for the operation of the following restricted uses: adult entertainment; adult bookstore; used or pre-owned automobile sales or repair, service or leasing in connection therewith; bars or taverns as a primary use; car wash; cellular or other towers which are not stealth or fully integrated; manufacturing or assembly use; pawn shop; title loan, check cashing or payday loan services; or independent living, assisted living, memory care services, or skilled nursing facility. Additionally, no portion of Seller's property identified as Tract A on the Seller property exhibit attached hereto and incorporated herein as **Exhibit F** (the "**Seller Property Map**") shall be used for either (i) a tire, battery, or auto accessory store or (ii) an oil change store; provided, however, that Tract A may be used as a convenience store, which may include a gas station. Notwithstanding the foregoing, Seller's property identified as Tract B on the Seller Property Map may be used for either a (i) tire, battery, or auto accessory store, or (ii) an oil change store; provided (1) Tract B cannot be used for both purposes, and (2) the aforementioned purposes are only acceptable if any associated



bay doors are oriented to face either south toward NE Bowlin Road or west toward NE Lakewood Way.

Restricted Uses (Property): No part of the Property shall be used for the operation of the following restricted uses: adult entertainment; adult bookstore; used or pre-owned automobile sales or repair, service or leasing in connection therewith; bars or taverns as a primary use; car wash; cellular or other towers which are not stealth or fully integrated; manufacturing or assembly use; pawn shop; title loan, check cashing or payday loan services; or oil change stores.

(l) Purchaser shall have obtained a determination from the Federal Aviation Administration (the "FAA") in response to a Form 7460-1 filing confirming that the Intended Development of the Property does not constitute a hazard to air navigation (the "**7460 Approval**").

(m) Purchaser shall have conducted, immediately prior to the Closing, a re-inspection of the Property which confirms that no material change has occurred from the date of the original Property inspection. If the Property has materially changed from the date of the original Property inspection, Purchaser shall have the rights and remedies under **Section 18(b)** hereof.

In the event that any of the foregoing conditions shall not have been fulfilled on or before the time for Closing hereunder (excluding those conditions that by their nature can only be satisfied at Closing, but subject to the satisfaction or waiver of those conditions), then subject to the provisions of **Section 18(b)** hereof, Purchaser may elect, upon written notice to Seller and Escrow Agent, to either (1) terminate this Agreement, in which event the Earnest Money shall be immediately released to Purchaser and neither party shall have any further liability or obligation to the other, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except any provision of this Agreement that is expressly intended to survive the termination of this Agreement, (2) extend the Closing Date to allow the parties sufficient time to diligently pursue all actions reasonably necessary to satisfy such Purchaser Closing Condition, and/or (3) waive any one or more of the foregoing conditions and proceed to Closing.

12. **Conditions to Seller's Obligation to Close.** Seller shall not be obligated to proceed with the Closing unless and until each of the following conditions has been fulfilled or waived in writing by Seller:

(a) All representations and warranties of Purchaser contained herein shall be true and accurate in all material respects as though said representations and warranties were made at and as of Closing.

(b) Purchaser shall have materially performed and complied with all covenants, conditions and contingencies of this Agreement on Purchaser's part to be performed and complied with prior to or at Closing.

13. **As-Is Sale.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT



ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND/OR IN THE CLOSING DOCUMENTS REFERENCED HEREIN.

14. **Documents and Other Deliverables to be Delivered to Purchaser at Closing.**

At Closing, Seller shall deliver or cause to be delivered to Purchaser each of the following instruments and documents:

- (a) **Deed.** The original Deed in the form of **Exhibit C**, attached hereto.
- (b) **The Title Policy.** The Title Policy, provided, however, that the Title Policy may be delivered after the Closing if at the Closing, Title Insurer issues a currently effective, duly executed "marked-up" Title Commitment and commits in writing to issue the Title Policy in the form of the "marked-up" Title Commitment after the Closing.
- (c) **Mutual Easement.** An original Mutual Easement, as provided in **Section 11(k).**
- (d) **Transfer Tax Declarations.** Original copies of any required real estate transfer tax excise or documentary stamp tax declarations executed by Seller or any other similar documentation required to evidence the payment of any tax imposed by the state, county and city on the transaction contemplated hereby.
- (e) **FIRPTA.** An affidavit, in the form attached hereto as **Exhibit G**, stating Seller's U.S. taxpayer identification number and that Seller is a "United States person", as defined by Internal Revenue Code Section 1445(f)(3) and Section 7701(b).
- (f) **Owner's Affidavit.** A Seller's affidavit and such other documents as may be reasonably required by the Title Insurer, all in form and substance acceptable to the Title Insurer sufficient to cause deletion of all standard exceptions in the Title Commitment, including a "gap" indemnity.
- (g) **Certificate.** A certificate of Seller dated as of the Closing Date certifying that the representations and warranties of Seller set forth in **Section 6(a)** of this Agreement as applicable, remain true and correct in all material respects as of the Closing Date.
- (h) **Authority Documents.** Customary authorization and governance documents as the Title Insurer may reasonably require.



(i) Settlement Statement. A signature page to the settlement statement as prepared by the Escrow Agent.

(j) Additional Forms. A Form 1099-S as applicable.

(k) Other Documents. Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

15. **Documents to be Delivered to Seller at Closing.**

At Closing, Purchaser shall deliver or cause to be delivered to Seller each of the following instruments, documents and amounts:

(a) Purchase Price. The Purchase Price calculated pursuant to Section 5 hereof, subject to adjustment and proration as provided in Section 17 below.

(b) Mutual Easement. An original Mutual Easement, as provided for in Section 11(k).

(c) Settlement Statement. A signature page to the settlement statement as prepared by the Escrow Agent.

(d) Other Documents. Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

16. **Intentionally Deleted.**

17. **Prorations and Adjustments.** The following prorations and adjustments shall be made between Seller and Purchaser as credits or additions, as applicable, against the Purchase Price. All prorations shall be made as of 11:59 p.m. on the Closing Date on the basis of the number of days in the month of Closing. To the extent any prorations or adjustments cannot be made at the Closing, or to the extent there are to be re-prorations, such as if the actual tax bill is not available at Closing, the same shall be adjusted and completed after the Closing as and when complete information becomes available, but in no event later than nine (9) months after the Closing Date. The terms and provisions of this Section 17 shall survive the Closing for a period of three hundred sixty-five (365) days.

(a) Real estate taxes and assessments will be prorated between Purchaser and Seller for the period for which such taxes are assessed, regardless of when payable. If the current tax bill is not available at Closing, then the proration shall be made on the basis of 110% of the most recent ascertainable tax assessment and tax rate. Any taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid. If taxes and assessments for the fiscal year in which Closing occurs or any prior years have not been paid before Closing, Purchaser shall be credited by Seller at the time of Closing with an amount equal to that portion of such taxes and assessments which are ratably attributable to the period before the Closing Date and Purchaser shall pay (or cause to be paid) the taxes and assessments prior to their becoming delinquent. If



taxes and assessments for the fiscal year in which Closing occurs have been paid before Closing (or are paid at Closing with proceeds from the Purchase Price), Seller shall be credited by Purchaser at the time of Closing with an amount equal to that portion of such taxes and assessments which are ratably attributable to the period from and after the Closing Date. All prorations pursuant to this Section 17(a) shall be final.

(b) All utilities shall be prorated based upon estimates using the most recent actual invoices. Seller shall receive a credit for the amount of deposits, if any, with utility companies that are transferable and that are assigned to Purchaser at the Closing. In the case of non-transferable deposits, Purchaser shall be responsible for making any security deposits required by utility companies providing service to the Property.

18. Default; Termination.

(a) If Purchaser defaults in any material respect hereunder which is not cured within ten (10) business days of Seller's delivery of written notice to Purchaser of such default(s), Seller's sole remedy shall be to terminate this Agreement by giving written notice thereof to Purchaser, whereupon the Earnest Money deposited by Purchaser prior to such default shall be retained by Seller as liquidated damages as Seller's sole and exclusive remedy, and neither party shall have any further liability or obligation to the other, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except for the indemnity provisions set forth in Section 22(p) of this Agreement and any other provision of this Agreement that is expressly intended to survive the termination of this Agreement. The parties acknowledge and agree that Seller's actual damages in the event of Purchaser's default are uncertain in amount and difficult to ascertain and that said amount of liquidated damages was reasonably determined and is not a penalty. Seller may not exercise its sole remedy if Seller is in default in any material respect under this Agreement.

(b) If Seller defaults in any material respect hereunder which is not cured within ten (10) business days of Purchaser's delivery of written notice to Seller of such default(s), Purchaser may, at its sole election, either:

(1) Terminate this Agreement, whereupon the Earnest Money shall be immediately returned to Purchaser and Seller shall reimburse Purchaser for all of Purchaser's actual costs incurred in connection with this Agreement including, without limitation, any and all costs related to Purchaser's due diligence on the Property, reasonable attorneys' fees in reviewing and negotiating this Agreement and preparing for Closing, and the costs, including reasonable attorneys' fees incurred in connection with Purchaser's contemplated financing of the Property, and neither party shall have any further liability or obligation to the other, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except for the indemnity provisions set forth in Section 22(p) of this Agreement and any other provision of this Agreement that is expressly intended to survive the termination of this Agreement; or

(2) Assert and seek judgment against Seller for specific performance, provided that if a court of competent jurisdiction determines that the remedy of specific performance is not available to Purchaser (for example, but not in limitation, because



Seller's default arose under the last sentence of **Section 6(c)** or Seller has sold all or any portion of the Property to a third party in violation of the terms of this Agreement), then Purchaser shall have all remedies available to it at law or in equity, including, without limitation, the right to seek judgment against Seller for actual contract damages.

Purchaser may not exercise its remedies hereunder if Purchaser is in default in any material respect under this Agreement.

19. **Expenses.**

(a) Title insurance premiums for the standard coverage Title Policy (other than the costs of the endorsements to such Title Policy), and one-half (½) of the escrow fee, shall be borne and paid by Seller.

(b) The costs of extended coverage and any endorsements to the Title Policy, one-half (½) of the escrow fee and all recording fees respecting the Deed shall be borne and paid by Purchaser.

(c) All other costs, charges, and expenses shall be borne and paid as provided in this Agreement, or in the absence of such provision, in accordance with applicable law or local custom.

20. **Intermediaries.**

(a) Purchaser and Seller represent and warrant that they have not dealt with any real estate brokers in connection with this transaction other than Kessinger Hunter & Company, LC, representing Seller ("**Seller's Broker**") and Juniper Ventures LLC, representing Purchaser ("**Purchaser's Broker**"). At Closing, Purchaser shall pay any and all fees due to Purchaser's Broker and Seller shall pay any and all fees due to Seller's Broker, if any.

(b) Except for the parties to be paid in accordance with **Section 20(a)** above, if there is any claim is made for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby by or through acts of Seller or Purchaser or their respective partners, agents or affiliates, then Seller or Purchaser, as applicable, shall defend, indemnify and hold harmless the other party from and against any such demands, claims, losses, damages, costs or expenses (including reasonable attorneys' fees) based upon any statement, representation or agreement of such party, which obligation shall survive Closing.

21. **Condemnation.** If, prior to Closing, any condemnation proceeding is commenced or threatened by a governmental or quasi-governmental agency with the power of eminent domain ("**Condemnation**"), then:

(a) Purchaser may elect, within ten (10) business days from and after its receipt of written notice of such Condemnation (and the Closing Date shall be extended as necessary to allow for such ten (10) business day period), by written notice to Seller, to terminate this Agreement, and if necessary, the time of Closing shall be extended to permit such election. In the event of an election to terminate, the Earnest Money shall be immediately returned to Purchaser



and neither party shall have any liability to the other by reason hereof, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except any provision of this Agreement that is expressly intended to survive the termination of this Agreement; or

(b) In the event Purchaser does not timely elect to terminate pursuant to subsection (a) above, the transaction contemplated hereby shall be closed without a reduction in the Purchase Price, and Seller shall assign all of Seller's right, title and interest in any Condemnation award to be paid to Seller, to Purchaser in connection with such Condemnation.

22. General Provisions.

(a) Entire Agreement. This Agreement, including all exhibits and schedules attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties with respect to the subject matter contained herein, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants related to such subject matter not contained herein.

(b) Amendments in Writing. This Agreement may be amended only by a written agreement executed by all of the parties hereto. Purchaser and Seller agree that any amendments or modifications to this Agreement may be entered into by either Purchaser or its counsel or Seller or its counsel (including without limitation, amendments or modifications related to title and survey matters) and the execution of an amendment or modification by counsel instead of the applicable Purchaser or Seller is expressly permitted and agreed to by the parties to this Agreement and each party's counsel shall be deemed a permitted and authorized agent of such party until the time that Purchaser or Seller notifies the other party in writing that their respective counsel does not have authority to amend or modify this Agreement on its behalf.

(c) Waiver. No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

(d) Time of the Essence. Time is of the essence of this Agreement. However, if Purchaser is acting diligently and in good faith to proceed with the consummation of the transaction contemplated by this Agreement on the Closing Date, Seller will, upon the written request of Purchaser, extend the Closing Date, one time only, up to ten (10) days. If any date or time period provided for in this Agreement or by law falls on a Saturday, Sunday or legal holiday when banks are not open for business in Jackson County, Missouri, then such date or time period shall then be deemed to refer to the next day which is not the last to occur of: (1) a Saturday or Sunday, or (2) any one or more of a legal holiday, governmental shutdown or order, or any reasonable equivalent exists when banks are not open for business in any one or more of such locations. Further and for the avoidance of doubt, when any date is calculated "from" or "within" a specific date, the first day after such specific date shall be deemed for all purposes the first day for purposes of computing the applicable date or time period. Purchaser shall have, in its sole discretion, the unilateral (one time only) right to extend the date to deposit Earnest Money by ten (10) days by providing Seller with written notice of such election to extend on or prior to the date the same is due.



(e) Severability. Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

(f) Headings. Headings of sections are for convenience of reference only, and shall not be construed as a part of this Agreement.

(g) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto, and their respective successors, and permitted assigns. The terms and conditions of this Agreement are hereby made binding on the successors and assigns of the parties hereto. Purchaser may assign this Agreement, in part or in whole, at any time to, or may nominate an Affiliate to take title to the Property at closing. An "Affiliate" is defined as any person or entity that: (i) controls, is controlled by or is under common control with the assignor in question. Seller shall have no right to assign this Agreement without the prior written consent of Purchaser.

(h) Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to be an adequate and sufficient notice if given in writing and delivery is made either by (i) personal delivery, in which case the notice shall be deemed received the date of such personal delivery or refusal of receipt, (ii) nationally recognized overnight air courier service, next day delivery, prepaid, in which case the notice shall be deemed to have been received one (1) business day following delivery to such nationally recognized overnight air courier service or refusal of receipt, (iii) facsimile, provided that at the time of being sent by facsimile, delivery thereof is confirmed by sender's receipt of a transmission report generated by sender's facsimile machine, which confirms that the facsimile was successfully transmitted, or (iv) email, and to the following addresses, facsimile numbers or email addresses, as applicable:

IF TO PURCHASER:

Lee's Summit Senior Living Community LLC
5051 S. National Ave., Ste. 4-100
Springfield, Missouri 65810
Attention: Denise Heintz
Email: denise@oreillydevelopment.com
Phone: (417)-300-4050

with a copy to:

Polsinelli, PC
201 E. Las Olas Boulevard, Suite 2250B
Fort Lauderdale, Florida 33301
Attention: S. Shawn Whitney



Email: swhitney@polsinelli.com
Phone: 754-285-3703

IF TO SELLER:

John S. Evans
208 N. W. Aspen
Lee's Summit, MO 64064
Email: johnsevens@sbcglobal.net
Phone (816) 223-3431
With a copy to:

David R. Frensley, PC
11307 Madison Ave.
Kansas City, MO 64114
Email: drf@frensleylaw.com
Phone: (816) 531-5262

or to such additional or other persons, at such other address or addresses as may be designated by notice from Purchaser or Seller, as the case may be, to the other party.

(i) Governing Law. This Agreement shall be governed in all respects by the internal laws of the State of Missouri. Venue shall be in Jackson County, Missouri.

(j) Counterparts; Non-Paper Records. This Agreement may be signed or otherwise authenticated in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so authenticated, shall be deemed an original, but all such counterparts shall constitute one and the same Agreement. Any signature or other authentication delivered by facsimile or electronic transmission shall be deemed to be an original signature hereto. Each party who signs or otherwise authenticates this Agreement hereby: (1) agrees that the other party may create a duplicate of this Agreement by storing an image of it in an electronic or other medium (a "**Non-Paper Record**"); (2) agrees that, after creating the Non-Paper Record, such party may discard or destroy the original in reliance on this Section; (3) agrees that the Non-Paper Record shall be treated as the original for all purposes; and (4) expresses its present intent to adopt and accept the Non-Paper Record as an authenticated record of this Agreement. This Agreement, when signed or authenticated pursuant to this Section, shall be evidence of the existence of this Agreement and may be received in all courts and public spaces as conclusive evidence of the existence of this Agreement and that this Agreement was duly executed by the parties to this Agreement. For the avoidance of doubt, nothing herein shall prevent either party from retaining the original Agreement in paper form.

(k) Attorney's Fees. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover all costs and expenses including its attorneys' fees in such action or proceeding in such amount as the court may adjudge reasonable. The prevailing party shall be determined by the court based upon an assessment of which party's major arguments made or positions taken in the proceedings could



fairly be said to have prevailed over the other party's major arguments or positions on major disputed issues in the court's decision.

(l) Construction. This Agreement shall not be construed more strictly against Purchaser merely by virtue of the fact that the same has been prepared by Purchaser or its counsel, it being recognized both of the parties hereto have contributed substantially and materially to the preparation of this Agreement. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders and any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(m) Reporting Obligations. Seller and Purchaser hereby designate Title Insurer to act as and perform the duties and obligations of the "reporting person" with respect to the transaction contemplated by this Agreement for purposes of 26 C.F.R. Section 1.6045-4(e)(5) relating to the requirements for information reporting on real estate transaction closed on or after January 1, 1991. If required, Seller, Purchaser and Title Insurer shall execute at Closing a designation agreement designating Title Insurer as the reporting person with respect to the transaction contemplated by this Agreement.

(n) 1031 Exchange. Seller and Purchaser may each structure the sale of the Property as a like-kind exchange under Internal Revenue Code Section 1031 at such party's sole cost and expense. The other party shall reasonably cooperate therein, provided that such party shall incur no material costs, expenses or liabilities in connection with such party's exchange and the other party shall not be required to take title to or contract for purchase of any other property. If either party uses a qualified intermediary to effectuate the exchange, any assignment of the rights or obligations of such party hereunder shall not relieve, release or absolve such party of its obligations to the other party hereunder.

(o) Confidentiality/Exclusivity. (i) Purchaser and its respective representatives shall hold in strictest confidence all data and information obtained with respect to the operation and management of the Property and the terms and conditions of this Agreement, and (ii) Seller and its respective representatives shall hold in strictest confidence all data and information obtained with respect to Purchaser and its affiliates' operations and the terms and conditions of this Agreement, whether obtained before or after the execution and delivery hereof, and shall not use such data or information for purposes unrelated to this Agreement or disclose the same to others except as expressly permitted hereunder except as otherwise provided herein. The preceding sentence shall not be construed to prevent either party from disclosing to: (x) its prospective lenders or investors, or to its officers, directors, attorneys, accountants, architects, engineers and consultants to perform their designated tasks in connection with the transaction contemplated by this Agreement; provided that such disclosing party advises any such third party of the confidential nature of the information disclosed, (y) Jackson County officials and representatives in connection with any rezoning of the property or (z) Title Insurer. However, neither party shall have this obligation concerning information which: (a) is published or becomes publicly available through no fault of either Purchaser or Seller; (b) is rightfully received from a third party; or (c) is required to be disclosed by law. Seller agrees that, from and after the Effective Date until the earlier of such time as (1) the Closing Date or (2) the termination of this Agreement, Seller shall not, directly or indirectly, through any officer, director, agent, representative or otherwise, market, solicit,

initiate or encourage the making of any inquiries, engage in marketing, negotiations or other substantial discussions, or enter into any agreement with any party, with respect to the transaction contemplated under this Agreement and shall discontinue any marketing, pending discussions or negotiations with respect to the transaction contemplated hereunder. Notwithstanding the foregoing, Purchaser shall have the right to discuss the Intended Development and related aspects of the same with the City of Lee's Summit, Missouri and any Jackson County officials and representatives.

(p) Indemnification. Each party herein hereby agrees to indemnify, protect, defend and hold the other party and its officers, directors, members, managers, partners, shareholders, employees and agents harmless from and against any third party loss, cost, damage, claim, liability or expense (including reasonable attorneys' fees and court costs) arising out of such parties acts, omissions and conduct by such parties, officers, agents, employees and invitees, relating to the Property or as a result of a breach or inaccuracy of one of such parties covenants, representations or warranties pursuant to this Agreement and arising or accruing at any time prior to the Closing or the earlier termination of this Agreement, as the case may be. This provision shall survive the Closing or the earlier termination of this Agreement, as the case may be for a period of three hundred sixty-five (365) days.

(q) Exculpation. Purchaser and Seller each agree that it does not have and will not have any claims or causes of action against any disclosed or undisclosed officer, director, employee, trustee, shareholder, partner, principal of Seller or Purchaser as the case may be, parent, subsidiary or other affiliate of the other, or any officer, director, employee, trustee, shareholder, partner, or principal of any such parent, subsidiary or other affiliate that share common control with Purchaser (collectively, "Affiliates"), arising out of or in connection with this Agreement or the transactions contemplated hereby (including, without limitation, under any documents executed pursuant hereto); provided however that Purchaser and/or Seller shall remain liable, as the case may be, for the act and omissions of such Affiliates, including fraudulent conduct. Subject to the terms of this Agreement, Purchaser and Seller agree to look solely to the other and its assets for the satisfaction of any liability or obligation arising under this Agreement, the transactions contemplated hereby or the documents executed pursuant hereto, or for the performance of any of the covenants, warranties or other agreements contained herein or therein, and further agree not to sue or otherwise seek to enforce any personal obligation against any Affiliates except as above stated, with respect to any matters arising out of or in connection with this Agreement, the transactions contemplated hereby or the documents executed pursuant hereto. Without limiting the generality of the foregoing provisions of this Section 22(q), Purchaser and Seller each hereby unconditionally and irrevocably waives any and all claims and causes of action of any nature whatsoever it may now or hereafter have against Affiliates, except as earlier stated and hereby unconditionally and irrevocably releases and discharges Affiliates except as stated herein from any and all liability whatsoever which may now or hereafter accrue in favor of Purchaser or Seller, as applicable, against Affiliates except as stated herein, in connection with or arising out of this Agreement, the transactions contemplated hereby or the documents executed pursuant hereto. The provisions of this Section 22(q) shall survive the termination of this Agreement and the Closing.

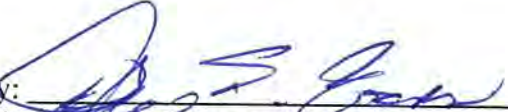
***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE
SIGNATURE PAGE TO THIS REAL ESTATE AGREEMENT FOLLOWS.]***



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

SELLER:


CAPT'S WHARF L.L.C.,
a Missouri limited liability company

By: 

John S. Evans-Trustee of the John S. Evans Trust
U/T/A 11/01/2016 MEMBER

PURCHASER:

**LEE'S SUMMIT SENIOR LIVING
COMMUNITY LLC,**
a Missouri limited liability company

By: 
Name: Denise Heintz
Title: Member

LIST OF EXHIBITS AND SCHEDULES

EXHIBITS	DESCRIPTIONS
1. EXHIBIT A	LEGAL DESCRIPTION/DRAWING
2. EXHIBIT B	LIST OF SERVICE CONTRACTS
3. EXHIBIT C	FORM OF DEED
4. EXHIBIT D	MATERIAL SPECIFICATIONS
5. EXHIBIT E	EXTERIOR FINISHES
6. EXHIBIT F	SELLER PROPERTY MAP
7. EXHIBIT G	FORM OF FIRPTA AFFIDAVIT



EXHIBIT A

DEPICTION OF PROPERTY AS PROVIDED FOR IN THE AGREEMENT

[ATTACHED]

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EXHIBIT C

FORM OF SPECIAL WARRANTY DEED

This DEED is made this ____ day of _____, 202_, by and between
[_____] , with an address of [_____] ("Grantor")
and [_____] , with an address of [_____] ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to Grantor paid by Grantee (the receipt of which is hereby acknowledged) does by these presents SELL AND CONVEY unto Grantee and its successors and assigns, the following described land, lots, tracts or parcels of land, lying, being and situate in the County of [_____] and State of Missouri (the "Property"), to wit:

*See **Exhibit A** attached hereto.*

SUBJECT TO: The permitted exceptions described on **Exhibit B** attached hereto (the "Permitted Exceptions").

TO HAVE AND TO HOLD, the Property aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the said Grantee and unto its successors and assigns forever; Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the Property herein conveyed; that it has good right to convey the same; that the said Property is free and clear from any encumbrances done or suffered by, through or under Grantor, except the Permitted Exceptions; and that it will warrant and defend the title of the said Property unto Grantee and unto its successors and assigns forever, against the lawful claims and demands against Grantor and Grantor's successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same by, through, or under Grantor, except as set forth above.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and delivered by its duly authorized officer, as of the day and year first above written.

[_____]
a [_____]

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledge before me, a Notary Public, on _____, 20__, by
_____, as _____ of _____, a
[_____].

My Commission Expires:

Notary Public in and for said County and
State

[SEAL]

Print Name: _____

[Handwritten signature]

Exhibit A

LEGAL DESCRIPTION

[To be inserted and confirmed by Title Insurer as provided by the Agreement]



Exhibit B

PERMITTED EXCEPTIONS

[To be inserted as provided for in the Agreement]



EXHIBIT D

EXTERIOR MATERIAL SPECIFICATIONS

Thin Stone: 25%
Fiber-Cement-Siding: 75%

Material Specifications

Fiber-Cement-Siding

Basis-of-Design Product: Fiber Cement including Lap siding, Vertical Siding, Shingle Siding, Smooth Siding, Trim and Batten Boards by James Hardie Building Products or approved equal.
<https://www.jameshardie.com/product-catalog/exterior-siding-products/>

Installation: Product is applied over exterior structural sheathing panels with a layer of weather barrier or directly to exterior sheathing panels with an integral weather barrier.

Adhered Cultured Stone Masonry Veneer

Basis of Design Product: Cultured thin stone veneer by Stone Creek Midwest or approved equal.

<https://www.stonecreekmidwest.com/manufactured-stone-veneers>

Installation: Product is adhered as individual thin stones to metal lath over a weather barrier fastened to the exterior structural sheathing. Depending on the stone selected it can be installed in a dry stack pattern without mortar joints or in a pattern with joints between the stones that are then filled with mortar and tooled.

Thin Brick Adhered Masonry

Basis of Design Product: Clay Face Thin Brick by Metrobrick or approved equal.

<https://metrothinbrick.com/products/>

Installation: Product is adhered as individual thin clay bricks to metal lath over a weather barrier fastened to the exterior structural sheathing. Joints between the bricks are then filled with mortar and tooled.

Asphalt Shingle Roofing

Basis-of-Design Product: Class A fire rated asphalt shingles by IKO or approved equal.

<https://www.iko.com/na/product/cambridge/>

Installation: Product is applied over roof structural sheathing panels with a layer of underlayment with ice barrier located at roof eaves, valley and ridges.

EXHIBIT E
EXTERIOR FINISHES

[see attached]

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several loops and strokes.



EXTERIOR FINISHES – THE BOULEVARD OF SAINT CHARLES

UMBER SW 6146
SHINGLE SIDING



IVOIRE SW 6127
VERTICAL SIDING &
HORIZONTAL TRIM



ROCKWOOD ANTIQUE GOLD
SW 2814
HORIZONTAL SIDING



FASCIA & SOFFIT, GUTTERS &
DOWNSPOUTS PRE-FINISHED
METAL
SANDY BEIGE 177



VINYL WINDOWS & DOORS
TAN



E.I.F.S. DRYFIT
443A CANVAS



STONE

CANYON STONE
SAN MARINO

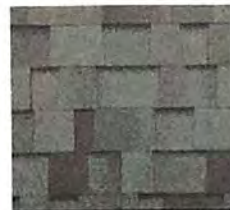


BRICK

SIOUX CITY
SANDALWOOD



ROOF
ASPHALT SHINGLE
MALARKEY
NATURAL WOOD





EXTERIOR PHOTOGRAPHY



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EXTERIOR FINISHES – THE MADISON

FRENCH ROAST SW 6069
SHINGLE SIDING



COLLONADE GRAY SW 7641
VERTICAL SIDING



STICKS AND STONES SW 7503
LAP SIDING



VINYL WINDOWS
CLAY



ALUM STOREFRONT
LIGHT BROWN



ALUM STOREFRONT – MAIN ENTRIES
ANNODIZED MED BRONZE



STONE

WAINSCOT
COLOR HAZELNUT – CUSTOM
PATTERN TO BE LEDGE



PRIMARY FIELD
COLOR MOSS
PATTERN TO BE TUMBLED



ROOF
ASPHALT SHINGLE

WEATHERED WOOD



Handwritten signature



EXTERIOR PHOTOGRAPHY



Handwritten signature



[Handwritten signature]



EXTERIOR FINISHES – THE PRINCETON

CITY SCAPE SW 7067
SIDING



URBANE BRONZE SW 7048
SIDING



SHOJI WHITE 7042
SIDING



VINYL WINDOWS
CLAY



ALUM STOREFRONT
LIGHT BROWN



ALUM STOREFRONT – MAIN ENTRIES
ANNODIZED MED BRONZE



STONE

COBBLEFIELD
ECHORIDGE



ROOF
ASPHALT SHINGLE
WEATHERED WOOD



CONCRETE STAIN

DAVIS – BRICK RED 160



Brick Red Broomed



EXTERIOR PHOTOGRAPHY



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EXTERIOR FINISHES – THE WESTBURY

PORPOISE SW 7047
SIDING



QUIVER TAN SW 6151
SIDING



WORLDLY GRAY SW 7043
SIDING



VINYL WINDOWS
LIGHT BROWN



ALUM STOREFRONT
LIGHT BROWN



ALUM STOREFRONT – MAIN ENTRIES
ANNODIZED MED BRONZE



STONE

RUBBLE STONE



ROOF
ASPHALT SHINGLE
TEAL



METAL ROOF

MCELROY METAL BUCKSKIN





EXTERIOR PHOTOGRAPHY



A handwritten signature in blue ink, appearing to read 'J. Ke'.



A handwritten signature in blue ink, appearing to be 'J. O'Reilly'.



EXTERIOR FINISHES – THE WELLINGTON

KEYSTONE GRAY SW 7504
SIDING



URBANE BRONZE SW 7048
SIDING



SNOWBOUND WHITE SW 7004
SIDING



VINYL WINDOWS
CLAY



ALUM STOREFRONT
LIGHT BROWN



ALUM STOREFRONT – MAIN ENTRIES
ANNODIZED MED BRONZE



FASCIA/GUTTERS/
DOWNSPOUTS
ALSIDE NATURAL LINEN



STONE
SCULPTED ASHLAR
SILVER SHORE



ROOF
ASPHALT SHINGLE
WEATHERED WOOD





EXTERIOR PHOTOGRAPHY



A handwritten signature in blue ink, appearing to be 'OP'.



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EXTERIOR FINISHES – THE SUMMIT

CITY SCAPE SW 7067
VERTICAL & HORIZONTAL
LAP SIDING



SHOJI WHITE SW 7042
COLUMNS & TRIM
E.I.F.S.: THIRD FLOOR



URBANE BRONZE SW 7048
SHAKE SIDING
E.I.F.S.: GABLES



VINYL WINDOWS
DARK BRONZE / BLACK



ALUM STOREFRONT
DARK BRONZE



FRP ENTRY DOORS
MANUFACTURER COLOR



STONE
DARK GREY



ROOF
ASPHALT SHINGLE
TEAK



METAL ROOFING
MCELROY METAL BUCKSIN



[Handwritten signature]



O'Reilly Development
Senior Living Community Exterior Finishes

COMPOSITE WOOD DECK

CARPORT

WEATHERED WOOD

BURNISHED SLATE





EXTERIOR PHOTOGRAPHY



A handwritten signature in blue ink, likely belonging to a project manager or architect.



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EXTERIOR FINISHES – THE CRESTONE

KEYSTONE GRAY SW 7504
SIDING & STUCCO



URBANE BRONZE SW 7048
SIDING



SNOWBOUND WHITE SW 7004
SIDING & STUCCO



VINYL WINDOWS
WHITE



ALUM STOREFRONT
ANNODIZED BRONZE



STONE
SCULPTED ASHLAR
SILVER SHORE



ROOF
ASPHALT SHINGLE
DRIFTWOOD





EXTERIOR PHOTOGRAPHY



A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be "O'Reilly".





EXTERIOR FINISHES – THE BOULEVARD AT SAINT PETERS

KEYSTONE GRAY SW 7504
SIDING & STUCCO



URBANE BRONZE SW 7048
SIDING



SNOWBOUND WHITE SW 7004
SIDING & STUCCO



VINYL WINDOWS
WHITE



ALUM STOREFRONT
ANNODIZED BRONZE



STONE
SCULPTED ASHLAR
ECHO RIDGE



ROOF
ASPHALT SHINGLE
DRIFTWOOD



METAL ROOF
ROYAL BROWN





O'Reilly Development
Senior Living Community Exterior Finishes

WOOD STAIN

RIVERWOOD SW 3507



SOFFIT AND FASCIA
QUALITY EDGE
827 CHAMPAGNE



GUTTERS & DOWNSPOUTS

LINEN





EXTERIOR PHOTOGRAPHY





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EXTERIOR FINISHES – THE RUSHWOOD

KEYSTONE GRAY SW 7504
E.I.F.S. & VERTICAL BATTEN
SIDING



PORPOISE SW 7047
E.I.F.S. & HORIZONTAL LAP
SIDING



SNOWBOUND SW 7004
TRIM & SMOOTH PANELS AT
COLUMNS



VINYL WINDOWS
WHITE



ALUM STOREFRONT
ANNODIZED BRONZE



STONE
LEDGESTONE PRESTIGE



ROOF
ASPHALT SHINGLES
DRIFTSHAKE



METAL ROOF
PATRICIAN BRONZE





DRIP EDGE

ACM METALS
MUSKET BROWN



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EXTERIOR PHOTOGRAPHY



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EXTERIOR FINISHES – THE RIVERSIDE

NORTHERN CLIFFS BM 1536
SIDING



VINYL WINDOWS
WHITE



STONE
STONECRAFT – HERITAGE
PENNSYLVANIA



URBANE BRONZE SW 7048
SIDING



ALUM STOREFRONT
ANNODIZED BRONZE



THIN BRICK
CULTURED STONE – TENLEY
BRICK
WILDON



SNOWBOUND SW 7004
SIDING



ACCENT COLOR – OPTIONAL
SLATE TILE SW 7624
STUCCO



ROOF
ASPHALT SHINGLE



WEATHERED WOOD OR EQUIVALENT



RETAINING WALL

ANTIQUE BEIGE





EXTERIOR PHOTOGRAPHY



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EXTERIOR FINISHES – THE BARRYMORE

NORTHERN CLIFFS BM 1536
HORIZONTAL SIDING



VINYL WINDOWS
WHITE



STONE
STONE CREEK

ROMAN CASTLE, SUEDE –
DRystack



MOHEGAN SAGE BM 2138-30
VERTICAL BOARD AND BATTEN



ALUM STOREFRONT
ANNODIZED BRONZE



THIN BRICK
METROBRICK

507 EMPIRE W/ NATURAL
GREY MORTAR



SNOWBOUND SW 7004
TRIM



FRP DOORS
SPECIAL-LITE WALNUT



ROOF
ASPHALT SHINGLE

CAMBRIDGE DRIFTWOOD





O'Reilly Development
Senior Living Community Exterior Finishes

STANDING SEAM METAL
ROOF

DARK BRONZE



GUTTERS & DOWNSPOUTS,
SOFFIT & FASCIA

WHITE



BALCONY RAILINGS

BLACK





EXTERIOR PHOTOGRAPHY



A handwritten signature in blue ink, appearing to be 'J. Reilly'.



A handwritten signature in blue ink, appearing to read 'D. Reilly'.

EXHIBIT F
PROPERTY MAP

[see attached]



By: _____
Name: _____
Its: _____

STATE OF _____)
) SS.
COUNTY OF _____)

I, the undersigned a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named _____, being the _____ of _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and Notary Seal, this _____ day of _____, 202__.

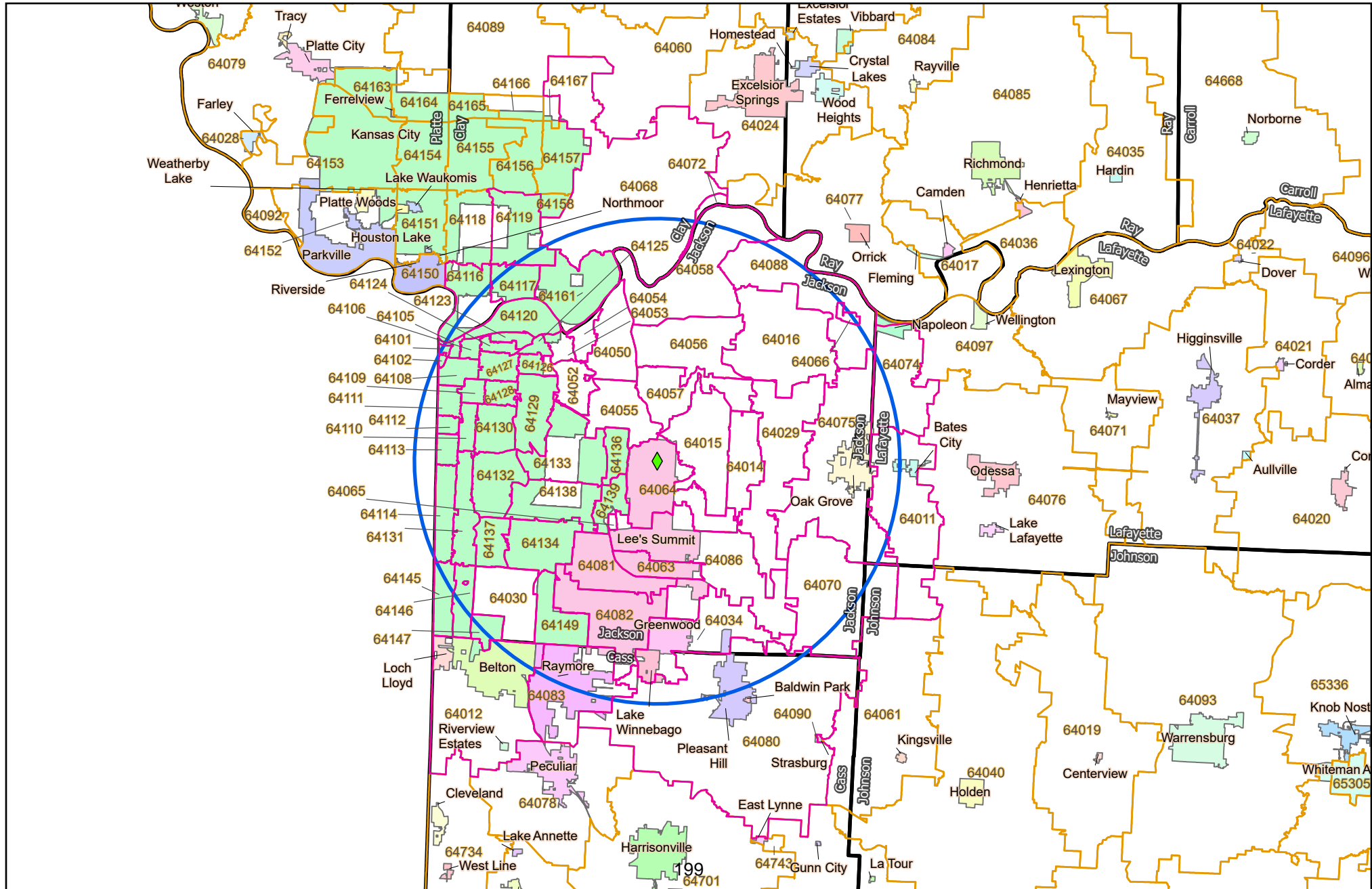
Notary Public
My Commission Expires:

Schedule A

A handwritten signature in blue ink, consisting of a stylized 'A' followed by a series of loops and a final flourish.

CON 15 Mile Radius

Y:39.006659 X:-94.354450



	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	POPULATION- 65+			Project Number:				Project Address:		(39.006659, -94.354450)					
2		Zip In Radius	Pop in Zip	City in Zip	City Pop	% of City in ZIP	City Pop in ZIP	Total Cities' Pop in Zip	Zip Pop W/O Cities' Pop	% of Zip Area in Radius	Zip Pop in Radius W/O Cities' Pop	% City in Zip & Radius	City Pop in Zip & Radius	Total Cities' Pop in Zip & Radius	Zip Pop w City Pop in Zip & Radius
3	1	64011	844	Bates City	54	100%	54	54	790	35%	277	25%	14	14	290
4							0						0		
5							0						0		
6	2	64012	6,071	Belton	4,838	100%	4,838	4,860	1,211	5%	61	20%	968	968	1,028
7				Loch Lloyd	520	100%						0%			
8				Raymore	6,406	0%	0					0%	0		
9				Riverview Estates	22	100%	22					0%	0		
10	3	64034	1,562	Greenwood	667	100%	667	1,405	157	100%	157	100%	667	1,405	1,562
11				Lake Winnebago	613	95%	582					95%	582		
12				Pleasant Hill	1,552	10%	155					10%	155		
13	4	64074	162	Napoleon	67	75%	50	50	112	20%	22	0%	0	0	22
14							0						0		
15							0						0		
16	5	64075	2,463	Oak Grove	1,792	100%	1,792	1,792	671	100%	671	100%	1,792	1,792	2,463
17							0						0		
18							0						0		
19	6	64080	3,001	Baldwin Park	11	100%	11	11	2,990	15%	449	0%	0	0	449
20				Pleasant Hill	1,552	90%						35%			
21				Raymore	6,406	0%	0					0%	0		
22				Strasburg	13	0%	0					0%	0		
23	7	64082	3,418	Kansas City	88,214	0%	0	7,772	-4,354	100%	-4,354	0%	0	7,772	3,418
24				Lake Winnebago	613	0%	0					0%	0		
25				Lee's Summit	22,206	35%	7,772					35%	7,772		
26	8	64083	6,582	Lee's Summit	22,206	10%	2,221	2,221	4,361	45%	1,963	5%	1,110	1,110	3,073
27				Raymore	6,406		0						0		
28							0						0		
29	9	64147	3	Kansas City	88,214	0%	0	0	3	60%	2	0%	0	0	2
30							0						0		
31							0						0		
32	10	64014	5,342				0	0	5,342	100%	5,342		0	0	5,342
33							0						0		
34							0						0		
35	11	64015	7,003				0	0	7,003	100%	7,003		0	0	7,003
36							0						0		
37							0						0		
38	12	64016	849				0	0	849	100%	849		0	0	849
39							0						0		
40							0						0		
41	13	64029	3,584				0	0	3,584	100%	3,584		0	0	3,584
42							0						0		
43							0						0		
44	14	64030	4,555				0	0	4,555	100%	4,555		0	0	4,555
45							0						0		
46							0						0		
47	15	64050	4,452				0	200	4,452	100%	4,452		0	0	4,452
48							0						0		

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
2		Zip In Radius	Pop in Zip	City in Zip	City Pop	% of City in ZIP	City Pop in ZIP	Total Cities' Pop in Zip	Zip Pop W/O Cities' Pop	% of Zip Area in Radius	Zip Pop in Radius W/O Cities' Pop	% City in Zip & Radius	City Pop in Zip & Radius	Total Cities' Pop in Zip & Radius	Zip Pop w City Pop in Zip & Radius
49							0						0		
50	16	64052	4,188				0	0	4,188	100%	4,188		0	0	4,188
51							0						0		
53	17	64053	995				0	0	995	100%	995		0	0	995
54							0						0		
55							0						0		
56	18	64054	678				0	0	678	100%	678		0	0	678
57							0						0		
58							0						0		
59	19	64055	10,559				0	0	10,559	100%	10,559		0	0	10,559
60							0						0		
61							0						0		
62	20	64056	2,667				0	0	2,667	100%	2,667		0	0	2,667
63							0						0		
64							0						0		
65	21	64057	4,273				0	0	4,273	100%	4,273		0	0	4,273
66							0						0		
67							0						0		
68	22	64058	1,386				0	0	1,386	80%	1,109		0	0	1,109
69							0						0		
70							0						0		
71	23	64063	3,381				0	0	3,381	100%	3,381		0	0	3,381
72							0						0		
73							0						0		
74	24	64064	5,301				0	0	5,301	100%	5,301		0	0	5,301
75							0						0		
76							0						0		
77	25	64065	1				0	0	1	100%	1		0	0	1
78							0						0		
79							0						0		
80	26	64066	26				0	0	26	80%	21		0	0	21
81							0						0		
82							0						0		
83	27	64068	7,480				0	0	7,480	25%	1,870		0	0	1,870
84							0						0		
85							0						0		
86	28	64070	824				0	0	824	85%	700		0	0	700
87							0						0		
88							0						0		
89	29	64072	45				0	0	45	0%	0		0	0	0
90							0						0		
91							0						0		
92	30	64081	6,678				0	0	6,678	100%	6,678		0	0	6,678
93							0						0		
94							0						0		
95	31	64086	4,302				0	0	4,302	100%	4,302		0	0	4,302
96							0						0		

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
2		Zip In Radius	Pop in Zip	City in Zip	City Pop	% of City in ZIP	City Pop in ZIP	Total Cities' Pop in Zip	Zip Pop W/O Cities' Pop	% of Zip Area in Radius	Zip Pop in Radius W/O Cities' Pop	% City in Zip & Radius	City Pop in Zip & Radius	Total Cities' Pop in Zip & Radius	Zip Pop w City Pop in Zip & Radius
97							0						0		
98	32	64088	388				0	0	388	65%	252		0	0	252
99							0						0		
100							0						0		
101	33	64101	12				0	0	12	90%	11		0	0	11
102							0						0		
103							0						0		
104	34	64102	5				0	0	5	100%	5		0	0	5
105							0						0		
106							0						0		
107	35	64105	791				0	0	791	95%	751		0	0	751
108							0						0		
109							0						0		
110	36	64106	844				0	0	844	100%	844		0	0	844
111							0						0		
112							0						0		
113	37	64108	1,929				0	0	1,929	100%	1,929		0	0	1,929
114							0						0		
115							0						0		
116	38	64109	1,401				0	0	1,401	100%	1,401		0	0	1,401
117							0						0		
118							0						0		
119	39	64110	2,190				0	0	2,190	100%	2,190		0	0	2,190
120							0						0		
121							0						0		
122	40	64111	2,425				0	0	2,425	100%	2,425		0	0	2,425
123							0						0		
124							0						0		
125	41	64112	2,127				0	0	2,127	100%	2,127		0	0	2,127
126							0						0		
127							0						0		
128	42	64113	2,731				0	0	2,731	100%	2,731		0	0	2,731
129							0						0		
130							0						0		
131	43	64114	5,674				0	0	5,674	100%	5,674		0	0	5,674
132							0						0		
133							0						0		
134	44	64116	4,255				0	0	4,255	40%	1,702		0	0	1,702
135							0						0		
136							0						0		
137	45	64117	2,469				0	0	2,469	90%	2,222		0	0	2,222
138							0						0		
139							0						0		
140	46	64119	7,148				0	0	7,148	15%	1,072		0	0	1,072
141							0						0		
142							0						0		
143	47	64120	179				0	0	179	100%	179		0	0	179
144							0						0		

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
2		Zip In Radius	Pop in Zip	City in Zip	City Pop	% of City in ZIP	City Pop in ZIP	Total Cities' Pop in Zip	Zip Pop W/O Cities' Pop	% of Zip Area in Radius	Zip Pop in Radius W/O Cities' Pop	% City in Zip & Radius	City Pop in Zip & Radius	Total Cities' Pop in Zip & Radius	Zip Pop w City Pop in Zip & Radius
145							0						0		
146	48	64123	1,217				0	0	1,217	100%	1,217		0	0	1,217
147							0						0		
148							0						0		
149	49	64124	1,157				0	0	1,157	100%	1,157		0	0	1,157
150							0						0		
151							0						0		
152	50	64125	162				0	0	162	100%	162		0	0	162
153							0						0		
154							0						0		
155	51	64126	669				0	0	669	100%	669		0	0	669
156							0						0		
157							0						0		
158	52	64127	2,221				0	0	2,221	100%	2,221		0	0	2,221
159							0						0		
160							0						0		
161	53	64128	2,086				0	0	2,086	100%	2,086		0	0	2,086
162							0						0		
163							0						0		
164	54	64129	1,261				0	0	1,261	100%	1,261		0	0	1,261
165							0						0		
166							0						0		
167	55	64130	4,165				0	0	4,165	100%	4,165		0	0	4,165
168							0						0		
169							0						0		
170	56	64131	3,795				0	0	3,795	100%	3,795		0	0	3,795
171							0						0		
172							0						0		
173	57	64132	1,848				0	0	1,848	100%	1,848		0	0	1,848
174							0						0		
175							0						0		
176	58	64133	7,825				0	0	7,825	100%	7,825		0	0	7,825
177							0						0		
178							0						0		
179	59	64134	3,269				0	0	3,269	100%	3,269		0	0	3,269
180							0						0		
181							0						0		
182	60	64136	469				0	0	469	100%	469		0	0	469
183							0						0		
184							0						0		
185	61	64137	1,690				0	0	1,690	100%	1,690		0	0	1,690
186							0						0		
187							0						0		
188	62	64138	4,846				0	208	4,846	100%	4,846		0	0	4,846
189							0						0		

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
2		Zip In Radius	Pop in Zip	City in Zip	City Pop	% of City in ZIP	City Pop in ZIP	Total Cities' Pop in Zip	Zip Pop W/O Cities' Pop	% of Zip Area in Radius	Zip Pop in Radius W/O Cities' Pop	% City in Zip & Radius	City Pop in Zip & Radius	Total Cities' Pop in Zip & Radius	Zip Pop w City Pop in Zip & Radius
190							0						0		
191	63	64139	684				0	0	684	100%	684		0	0	684
192							0						0		
193							0						0		
194	64	64145	2,128				0	0	2,128	15%	319		0	0	319
195							0						0		
196							0						0		
197	65	64146	512				0	0	512	55%	282		0	0	282
198							0						0		
199							0						0		
200	66	64149	148				0	0	148	100%	148		0	0	148
201							0						0		
202							0						0		
203	67	64161	133				0	0	133	100%	133		0	0	133
204							0						0		
205							0						0		
206															
207			177,528		252,372		18,165	18,165	159,364		135,516		13,060	13,060	148,576
208														Bed Need	3,714
209	Rev. 05/2013														

**SERVICE-SPECIFIC REVENUES AND EXPENSES****Project Title:** Lee's Summit II**Project #:** 6232 RS**Historical Financial Data for Latest Three Full Years plus
Projections Through Three Full Years Beyond Project Completion**

Use an individual form for each affected service with a
sufficient number of copies of this form to cover entire period,
and fill in the years in the appropriate blanks.

	Year		
	<u>2028</u>	<u>2029</u>	<u>2030</u>
Amount of Utilization:*	<u>0</u>	<u>11,142</u>	<u>21,351</u>
Revenue:			
Average Charge**	<u>\$0</u>	<u>\$283</u>	<u>\$290</u>
Gross Revenue	<u>\$0</u>	<u>\$3,154,889</u>	<u>\$6,183,616</u>
Revenue Deductions	<u>0</u>	<u>280,000</u>	<u>210,000</u>
Operating Revenue	<u>0</u>	<u>2,874,889</u>	<u>5,973,616</u>
Other Revenue	<u>807</u>	<u>16,532</u>	<u>24,762</u>
TOTAL REVENUE	<u>\$807</u>	<u>\$2,891,421</u>	<u>\$5,998,378</u>
Expenses:			
Direct Expenses			
Salaries	<u>283,577</u>	<u>2,701,195</u>	<u>2,958,574</u>
Fees	<u>47,007</u>	<u>306,804</u>	<u>315,880</u>
Supplies	<u>23,074</u>	<u>227,909</u>	<u>339,370</u>
Other	<u>205,368</u>	<u>1,677,220</u>	<u>1,803,808</u>
TOTAL DIRECT	<u>\$559,026</u>	<u>\$4,913,128</u>	<u>\$5,417,632</u>
Indirect Expenses			
Depreciation	<u>543,627</u>	<u>543,627</u>	<u>543,627</u>
Interest***	<u>842,400</u>	<u>832,055</u>	<u>821,072</u>
Rent/Lease	<u>0</u>	<u>0</u>	<u>0</u>
Overhead****	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL INDIRECT	<u>\$1,386,027</u>	<u>\$1,375,682</u>	<u>\$1,364,699</u>
TOTAL EXPENSES	<u>\$1,945,053</u>	<u>\$6,288,810</u>	<u>\$6,782,331</u>
NET INCOME (LOSS):	<u>-\$1,944,246</u>	<u>-\$3,397,389</u>	<u>-\$783,953</u>

*Utilization will be measured in "patient days" for licensed beds, "procedures" for equipment,
or other appropriate units of measure specific to the service affected.

**Indicate how the average charge/procedure was calculated.

***Only on long term debt, not construction.

****Indicate how overhead was calculated.

**SERVICE-SPECIFIC REVENUES AND EXPENSES****Project Title:** Lee's Summit II**Project #:** 6232 RS**Historical Financial Data for Latest Three Full Years plus
Projections Through Three Full Years Beyond Project Completion**

*Use an individual form for each affected service with a
sufficient number of copies of this form to cover entire period,
and fill in the years in the appropriate blanks.*

	Year		
	<u>2031</u>	<u>2032</u>	<u>2033</u>
Amount of Utilization:*	<u>25,795</u>	<u>25,868</u>	<u>25,795</u>
Revenue:			
Average Charge**	<u>\$286</u>	<u>\$293</u>	<u>\$303</u>
Gross Revenue	<u>\$7,367,431</u>	<u>\$7,583,513</u>	<u>\$7,809,549</u>
Revenue Deductions	<u>52,500</u>	<u>0</u>	<u>0</u>
Operating Revenue	<u>7,314,931</u>	<u>7,583,513</u>	<u>7,809,549</u>
Other Revenue	<u>27,055</u>	<u>27,942</u>	<u>28,828</u>
TOTAL REVENUE	<u>\$7,341,986</u>	<u>\$7,611,455</u>	<u>\$7,838,377</u>
Expenses:			
Direct Expenses			
Salaries	<u>3,068,030</u>	<u>3,138,539</u>	<u>3,208,680</u>
Fees	<u>297,991</u>	<u>295,660</u>	<u>297,933</u>
Supplies	<u>357,387</u>	<u>353,797</u>	<u>357,162</u>
Other	<u>1,872,536</u>	<u>1,928,623</u>	<u>1,986,419</u>
TOTAL DIRECT	<u>\$5,595,944</u>	<u>\$5,716,619</u>	<u>\$5,850,194</u>
Indirect Expenses			
Depreciation	<u>543,627</u>	<u>543,627</u>	<u>543,627</u>
Interest***	<u>809,412</u>	<u>797,033</u>	<u>783,890</u>
Rent/Lease	<u>0</u>	<u>0</u>	<u>0</u>
Overhead****	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL INDIRECT	<u>\$1,353,039</u>	<u>\$1,340,660</u>	<u>\$1,327,517</u>
TOTAL EXPENSES	<u>\$6,948,983</u>	<u>\$7,057,279</u>	<u>\$7,177,711</u>
NET INCOME (LOSS):	<u>\$393,003</u>	<u>\$554,176</u>	<u>\$660,666</u>

*Utilization will be measured in "patient days" for licensed beds, "procedures" for equipment,
or other appropriate units of measure specific to the service affected.

**Indicate how the average charge/procedure was calculated.

***Only on long term debt, not construction.

****Indicate how overhead was calculated.

August 5, 2025

Certificate of Need Program
Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Re: Lee's Summit Senior Living, LLC, CON Application #6232 RS

Dear Staff and Committee:

I am writing in support of Lee's Summit Senior Living, LLC's proposed plan for the construction of a new assisted living facility at the northeast corner of NE Lakewood Way and Bowlin Rd in Lee's Summit, MO 64064.


As a long-term KC metro area resident and former Lee's Summit resident, I believe this project will offer significant value to Lee's Summit seniors by offering a full continuum of care supported by advanced technology that enhances health and wellness. The senior living community will be developed by O'Reilly Development, whose proven experience in senior, student, and affordable housing offers a wealth of trusted experience to this cause. Arrow Senior Living Management, a respected Missouri-based operator in the industry, will manage the community with a focus on high-quality service and support. My grandfather currently lives in another Arrow community that was built by O'Reilly and as someone with a loved one in one of their communities, I understand the quality and thoughtfulness of the construction, neighborhood placement, and senior-friendly design. In addition, I have witnessed Arrow's superior standards and unrivaled partnerships with companies such as EmpowerMe Wellness and EverSpring Pharmacy.

I am confident in the team's ability to deliver compassionate, dignified care based on their commitment and successful track record. Their presence in Lee's Summit will offer substantial benefits to local seniors, their loved ones, and healthcare staff by filling a critical gap in long-term care services.

With these factors in mind, I am proud to support the development and management team's efforts in bringing this much-needed facility to Lee's Summit and encourage approval of the certificate of need.

Thank you for your time and thoughtful review.

Sincerely,
Jefferey R King

A handwritten signature in black ink, appearing to read 'JR King', with a large, stylized flourish at the end.

CAPITOL OFFICE

State Capitol
201 West Capitol Avenue
Room 308-A
Jefferson City, MO 65101-6806
Tele: (573) 751-0907

Email:
Jonathan.Patterson@house.mo.gov



COMMITTEES

Ex-officio member of all
Committees of the Missouri
House of Representatives

SPEAKER OF THE HOUSE

Jonathan Patterson

State Representative
District 030

August 6, 2025

Certificate of Need Program
Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Re: Lee's Summit Senior Living, LLC, CON Application #6232 RS

Dear Staff and Committee:

I am writing in support of Lee's Summit Senior Living, LLC's proposed plan for the construction of a new assisted living facility at the northeast corner of NE Lakewood Way and Bowlin Rd in Lee's Summit, MO 64064.

This project will provide tremendous value to Lee's Summit seniors by offering a full continuum of care supported by advanced technology that enhances health and wellness. The senior living community will be developed by O'Reilly Development, whose proven experience in senior, student, and affordable housing brings trusted expertise to this endeavor. Arrow Senior Living Management, a respected Missouri-based operator in the industry, will manage the community with a focus on high-quality service and support.

I am confident in the team's ability to deliver compassionate, dignified care based on their commitment and successful track record. Their presence in Lee's Summit will offer substantial benefits to local seniors, their loved ones, and healthcare staff by filling a critical gap in long-term care services.

With these factors in mind, I am proud to support the development and management team's efforts in bringing this much-needed facility to Lee's Summit and encourage approval of the certificate of need.

Thank you for your time and thoughtful review.

Sincerely,

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

Jonathan Patterson
Speaker of the House

August 5, 2025

Certificate of Need Program
Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Re: Lee's Summit Senior Living, LLC, CON Application #6232 RS

Dear Staff and Committee:

I am writing in support of Lee's Summit Senior Living, LLC's proposal to build a new assisted living facility at the northeast corner of NE Lakewood Way and Bowlin Rd in Lee's Summit, MO 64064.

As a member of the greater Kansas City community, I see the growing need for additional options that allow seniors to remain close to family and friends while receiving the care they need. This project will provide tremendous value by offering a full continuum of care supported by advanced technology that promotes health, safety, and overall quality of life.

I am encouraged that O'Reilly Development, a group with proven experience in senior housing, will lead this project and that Arrow Senior Living Management, a respected Missouri-based operator, will manage the community. Their combined experience and dedication give me confidence that the facility will be a place where older adults are treated with compassion, dignity, and respect.

This development will not only meet a critical need for long-term care services in Lee's Summit, but it will also give families reassurance that their loved ones can remain in a safe, supportive environment without leaving the community they call home.

For these reasons, I am proud to support the Lee's Summit Senior Living project and strongly encourage approval of this certificate of need.

Thank you for your time and thoughtful consideration.

Sincerely,
Brian Dawson

Brian Dawson

August 5, 2025

Certificate of Need Program
Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Re: Lee's Summit Senior Living, LLC, CON Application #6232 RS

Dear Staff and Committee:

I am writing in support of Lee's Summit Senior Living, LLC's proposed plan for the construction of a new assisted living facility at the northeast corner of NE Lakewood Way and Bowlin Rd in Lee's Summit, MO 64064.

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With these factors in mind, I am proud to support the development and management team's efforts in bringing this much-needed facility to Lee's Summit and encourage approval of the certificate of need.

Thank you for your time and thoughtful review.

Sincerely,



Rachael M. Brucker, Owner
Luminos Hospice



**Luminos
Hospice**

August 5, 2025

Certificate of Need Program
Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Re: Lee's Summit Senior Living, LLC, CON Application #6232 RS

Dear Staff and Committee:

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With these factors in mind, I am proud to support the development and management team's efforts in bringing this much-needed facility to Lee's Summit and encourage approval of the certificate of need.

Thank you for your time and thoughtful review.

Sincerely,

Daniel C. Carroll
Director of Business Development

August 5, 2025

Certificate of Need Program
Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Re: Lee's Summit Senior Living, LLC, CON Application #6232 RS

Dear Staff and Committee:

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Thank you for your time and thoughtful review.

Sincerely,

A handwritten signature in black ink, appearing to read "Jake Coan". The signature is stylized with a large, sweeping initial "J" and "C".

August 5, 2025

Certificate of Need Program
Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Re: Lee's Summit Senior Living, LLC, CON Application #6232 RS

Dear Staff and Committee:

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Thank you for your time and thoughtful review.

Sincerely,

A handwritten signature in cursive script, reading "Khanna Michelle Wood". The signature is written in dark ink and is positioned below the "Sincerely," text.

August 5, 2025

Certificate of Need Program
Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Re: Lee's Summit Senior Living, LLC, CON Application #6232 RS

Dear Staff and Committee:

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Thank you for your time and thoughtful review.

Sincerely,

Kaitlyn Perry, RN


August 5, 2025

Certificate of Need Program
Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Re: Lee's Summit Senior Living, LLC, CON Application #6232 RS

Dear Staff and Committee:

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Thank you for your time and thoughtful review.

Sincerely,

Tanner Hart w/ Faith Home Health - 

August 12, 2025

Certificate of Need Program
Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Re: Lee's Summit Senior Living, LLC, CON Application #6232 RS

Dear Staff and Committee:

I am writing in support of Lee's Summit Senior Living, LLC's proposed plan for the construction of a new assisted living facility at the northeast corner of NE Lakewood Way and Bowlin Rd in Lee's Summit, MO 64064.

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With these factors in mind, I am proud to support the development and management team's efforts in bringing this much-needed facility to Lee's Summit and encourage approval of the certificate of need.

Thank you for your time and thoughtful review.

Sincerely,
Tyler Favrow

A handwritten signature in black ink, appearing to read 'Tyler Favrow', with a stylized, flowing script.

CAPITOL OFFICE
STATE CAPITOL, ROOM 422
JEFFERSON CITY, MO 65101
TELEPHONE (573) 751-1464
MIKE.CIERPIOT@SENATE.MO.GOV
WWW.SENATE.MO.GOV/MEM08



BLUE SPRINGS GRAIN
VALLEY GREENWOOD
INDEPENDENCE LAKE
LOTAWANA LAKE
TAPAWINGO LEE'S
SUMMIT LONE JACK
OAK GROVE

MISSOURI SENATE
JEFFERSON CITY

Mike Cierpiot
8TH DISTRICT

August 5, 2025

Certificate of Need Program
Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Re: Lee's Summit Senior Living, LLC, CON Application #6232 RS

Dear Staff and Committee:

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Thank you for your time and thoughtful review.

Sincerely,

A handwritten signature in black ink that reads "Mike Cierpiot". The signature is written in a cursive, flowing style.

Senator Mike Cierpiot, District 8

August 5, 2025

Certificate of Need Program
Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Re: Lee's Summit Senior Living, LLC, CON Application #6232 RS

Dear Staff and Committee:

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Thank you for your time and thoughtful review.

Sincerely,

Yanfei Joseph, FNP-C

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
	IPL0263642	Legal Ad - IPL0263642		1.0	18.0L

ATTENTION: Christina Black
1100 Main Street
Kansas City, MO 64105
cblack@gravesgarrett.com

Notice of CON Application

Lee's Summit Senior Living Community, LLC is seeking Certificate of Need approval to develop and construct a 76-bed assisted living facility with memory care units at the northeast corner of NE Lakewood Way and Bowlin Rd in Lee's Summit, MO 64064 (Project No. 6232RS). If you have any comments or concerns, please feel free to direct them to Attorney Paul Brothers at 1100 Main Street, Suite 2700, Kansas City, MO 64105, (816) 256-3181, or pbrothers@gravesgarrett.com.

IPL0263642
Aug 15 2025

THE STATE OF MISSOURI
COUNTY OF JOHNSON

the undersigned,
make oath and swear that
CYPRESS MEDIA, LLC, publishers of The Kansas City Star is published in the Kansas City, Missouri, metro (distribution) area including but not exclusively to Johnson and Wyandotte Counties in the state of Kansas, and Cass, Clay, Jackson and Platte Counties in the state of Missouri. We confirm the notice ran the days scheduled in this statement. A true copy of which is hereto attached was duly published in The Kansas City Star.

1.0 insertion(s) published on:
08/15/25 Print

[Print Tearsheet Link](#)

[Marketplace Link](#)

Sherry Chasteen



Sherry Chasteen

Amanda Rodela



Sworn to and subscribed before
me on

Aug 15, 2025, 10:14 AM ED



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

Notice of CON Application

Lee's Summit Senior Living Community, LLC is seeking Certificate of Need approval to develop and construct a 76-bed assisted living facility with memory care units at the northeast corner of NE Lakewood Way and Bowlin Rd in Lee's Summit, MO 64064 (Project No. 6232RS). If you have any comments or concerns, please feel free to direct them to Attorney Paul Brothers at 1100 Main Street, Suite 2700, Kansas City, MO 64105, (816) 256-3181, or pbrothers@gravesgarrett.com.

IPL0263642

Aug 15 2025

Attestation of Compliance

I, Paul Brothers, certify that, to the best of my knowledge and belief, have followed all applicable regulations regarding notifying surrounding facilities of the application submitted to the Missouri Health Facilities Review Committee by Lee's Summit Senior Living Community for the establishment of a 76-bed assisted living facility with memory care units by letter dated August 18, 2025.

Signature: Paul Brothers

Date: 8-29-2025

I, Nichole Kruger, a notary public in and for the State of Missouri do hereby certify that Paul Brothers, whose name is signed to the writing above, has this day acknowledged the same before me.

Nichole Kruger
Notary Public

Date: 8/29/2025



Facility Name	Address	City	Zip
Benton House of Raymore	2100 Johnston Drive	Raymore	64083
Bristol Manor of Pleasant Hill	2124 Highridge	Pleasant Hill	64080
Foxwood Springs Living Center	1500 West Foxwood Dr	Raymore	64083
Cedars of Liberty Health Care Center	200 West Ruth Ewing Rd	Liberty	64068
Luxe Life Senior Living	111 Mock Ave	Blue Springs	64014
Parkway Senior Living, The	550 NE Napoleon Drive	Blue Springs	64014
Waterford Ladies Home	500 Nw Vesper St	Blue Springs	64014
Benton House of Blue Springs	1701 NW Jefferson Street	Blue Springs	64015
Cedarhurst of Blue Springs	20551 East Trinity Place	Blue Springs	64015
Collier Care Home, Inc	3001 Northwest Vesper St	Blue Springs	64015
Beehive Homes of Grain Valley	101 Cross Creek Dr	Grain Valley	64029
Essex of Grain Valley, The	401 SW Rock Creek Ln	Grain Valley	64029
Maywood Manor	1041 West Truman Rd	Independence	64050
White Oak Assisted Living	1415-1515 West White Oak	Independence	64050
Wood Oaks, Inc	1804 South Sterling Ave	Independence	64052
Baptist Homes of Independence (license merged 8/16/21)	17451 Medical Center Parkway	Independence	64057
Jackson Creek Memory Care (CON App. 12/23/24)	19400 E 40th St Court S	Independence	64057
Jackson Creek Post Acute	3980 S Jackson Dr	Independence	64057
Blue Hills Rest Home, Inc	2207 N Blue Mills Rd	Independence	64058
Addington Place of Lee's Summit	2160 SE Blue Parkway	Lees Summit	64063
Cross Creek at Lee's Summit	3320 NE Wilshire Dr.	Lee's Summit	64064
Bristol Manor of Oak Grove	300 North Austin	Oak Grove	64075
Princeton Senior Living The	1701 S E Oldham Parkway	Lee's Summit	64081
Silverado Lee's Summit	3101 SW 3rd Street	Lee's Summit	64081
Village Assisted Living	1701 NW O'Brien Road	Lee's Summit	64081
Village Assisted Living (RCF Closed 10/01/18)	1704 Northwest O'Brien Rd	Lees Summit	64081
Raintree Village (Opened 1/30/25)	1501 SW Arborwalk Blvd	Lee's Summit	64082
Zebra Hitch Senior Living (CON App. 9/12/23)	38.948556, -94.355917	Lee's Summit	64086
Beacon Hill Residential Care	2905 Campbell	Kansas City	64109
Jolet Home	3920 Forest	Kansas City	64110
Rockhill Manor Assisted Living	4235 Locust St	Kansas City	64110
Bishop Spencer Place, Inc, The (CON app. 5/6/24)	4301 Madison Ave	Kansas City	64111
The Ashton on the Plaza	2 Emanuel Cleaver II Blvd	Kansas City	64112
My Blessed Home	305 E 63rd St	Kansas City	64113
Armour Oaks Senior Living Community	8100 Wornall Rd	Kansas City	64114
Brookdale Wornall Place	501 West 107th Street	Kansas City	64114
Kingswood	10000 Wornall Rd	Kansas City	64114
Carrie Dumas Long Term Care Facility	2836 Benton Blvd	Kansas City	64128
House of Care Center	3744 Benton Blvd	Kansas City	64128
Palestine Legacy Residences (CON approved 11/7/16)	3640 Benton Boulevard	Kansas City	64128
Harris House Residential Care Facility, The	3859 East 59th Terrace	Kansas City	64130
Lodge Residential Care Facility, The	3860 East 60th St	Kansas City	64130
Butterfly Haven (Closed 3/22/25)	11500 Campbell St	Kansas City	64131
St. Anthony's	1010 East 68th Street	Kansas City	64131

Hidden Lake Care Center (Closed 4/11/24)	11400 Hidden Lake Dr	Raytown	64133
Oaks, The	5550 Noland Rd	Kansas City	64133
Trustwell Living of Raytown	9110 E. 63rd Street	Raytown	64133
Summitview Terrace Assisted Living By Americare	12101 East Bannister Rd	Kansas City	64138
Villa Ventura Assisted Living Facility (Closed 12/20/23)	12100 Wornall Rd	Kansas City	64145



Paul E. Brothers
Phone: (816) 285-3884
pbrothers@gravesgarrett.com

August 18, 2025

Via USPS

Addington Place of Lee's Summit
Attn: Administrator
2160 SE Blue Parkway
Lees Summit, MO 64063

Re: Lee's Summit Senior Living Community – Project No. 6232 RS

To Whom it May Concern:

Please be advised that Lee's Summit Senior Living Community, LLC will submit and/or has submitted a Certificate of Need application to develop and construct a 76-bed assisted living facility with memory care units at the northeast corner of NE Lakewood Way and Bowlin Rd in Lee's Summit, Missouri 64064.

Sincerely,

A handwritten signature in black ink that reads 'Paul E. Brothers'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Paul E. Brothers

DIVIDER III

Service-Specific Criteria and Standards

Divider III: Service-Specific Criteria and Standards

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

N/A

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

The population and map data provided by the Department of Health and Senior Services indicated a population of 148,576 aged 65 and older within a 15-mile radius of Project #6232 RS. See Attachments 3-2.1 and 3-2.2. The Department of Health and Human Services six-quarter summary showed an RCF/ALF inventory of 2,499 licensed and available beds and an additional 297 CON approved beds within a 15-mile radius of Project #6232 RS. See Attachment 3-2.3. Based on this data, there is a 918-bed need.

$$\text{Unmet Need} = (2.5\% \times P) - U$$

Where:

25 = RCF/ALF need rate per 1,000 persons aged 65 or older

P = Projected population within a 15-mile radius

U = number of existing licensed and available beds within 15-mile radius

$$\text{Unmet Need} = (0.025 \times 148,576) - 2,796 = 918 \text{ beds}$$

3. **For LTCH beds, address the population-based bed need methodology of one-tenth (0.1) bed per one thousand (1,000) population.**

N/A

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

The standard 15-mile need analysis indicates a current need of 918 beds. However, that figure significantly underrepresents the actual market need within the 15-mile radius.

- a. *The actual, observed need within a 15-mile radius of the proposed facility is 1,702 when adjusting for necessary factors.*

Although the standard 15-mile need analysis indicates a need of 918 beds, it does not capture the full bed need in Jackson County, where Project #6232 RS will be located. First, 565 of the 2,796 licensed and available beds in the 15-mile radius are located in residential care facilities (RCF). RCF facilities are increasingly serving different populations than those of ALFs and those on which the need analysis regulation is based. Specifically, RCFs

are trending toward providing mental health services and many of their patients are younger than 65 years of age. Other factors, including building design and skilled staffing that cannot accommodate an aging population, contribute to RCF facilities serving younger populations. Thus, RCF beds are not realistically available for persons over 65 years of age, and when these beds are removed from the bed inventory, the actual bed need of the 15-mile radius increases to 1,483 beds.

Second, many of the licensed and available beds in the 15-mile radius are chronically underutilized and should be excluded from the bed inventory. The total occupancy rate across all facilities in the 15-mile radius over the past six quarters is only 73.9%. These chronically underused beds are represented by eight established ALFs that have an average occupancy rate of 60% or below over the last six quarters. When these approximately 219 chronically underused beds are excluded from the bed inventory, the actual bed need of the 15-mile radius increases further to a need of 1,702 beds.

b. Applicant's proposed facility is substantially different from the current options

Applicant's proposed facility will differentiate itself from current facilities in the 15-mile radius in ways that promote the well-being of residents as well as the efficient use of resources. For example, Lee's Summit Senior Living Community will feature state-of-the-art 2-D imaging technology in its rooms, which will enable staff to monitor residents' vitals, gait, and other information to detect falls, reduce staff response times, and decrease the overall risk for residents. The Community will also feature other design elements that will enhance the quality of life for residents. The Community will offer unbundled care plans to further reduce residents' costs by allowing them to purchase only services they need and will use. Additionally, the Community will also be collocated with an independent living center that will help self-populate the Community's ALF and memory care beds.

The proposed project will include energy efficient construction and other features specifically planned to reduce energy consumption. Finally, Applicant has a track record of timely construction and very high utilization: its average utilization upon stabilization (93%) substantially exceeds the 15-mile radius' average. The proposed facility will squarely meet the significant need in its market with modern facilities designed to improve the continuum of care for Lee's Summit-area residents and improve the overall quality of living and patient care in the market.

- 5. For any proposed facility which is designed and operated exclusively for persons with acquired human immunodeficiency syndrome (AIDS) provide information to justify the need for the type of beds being proposed.**

N/A

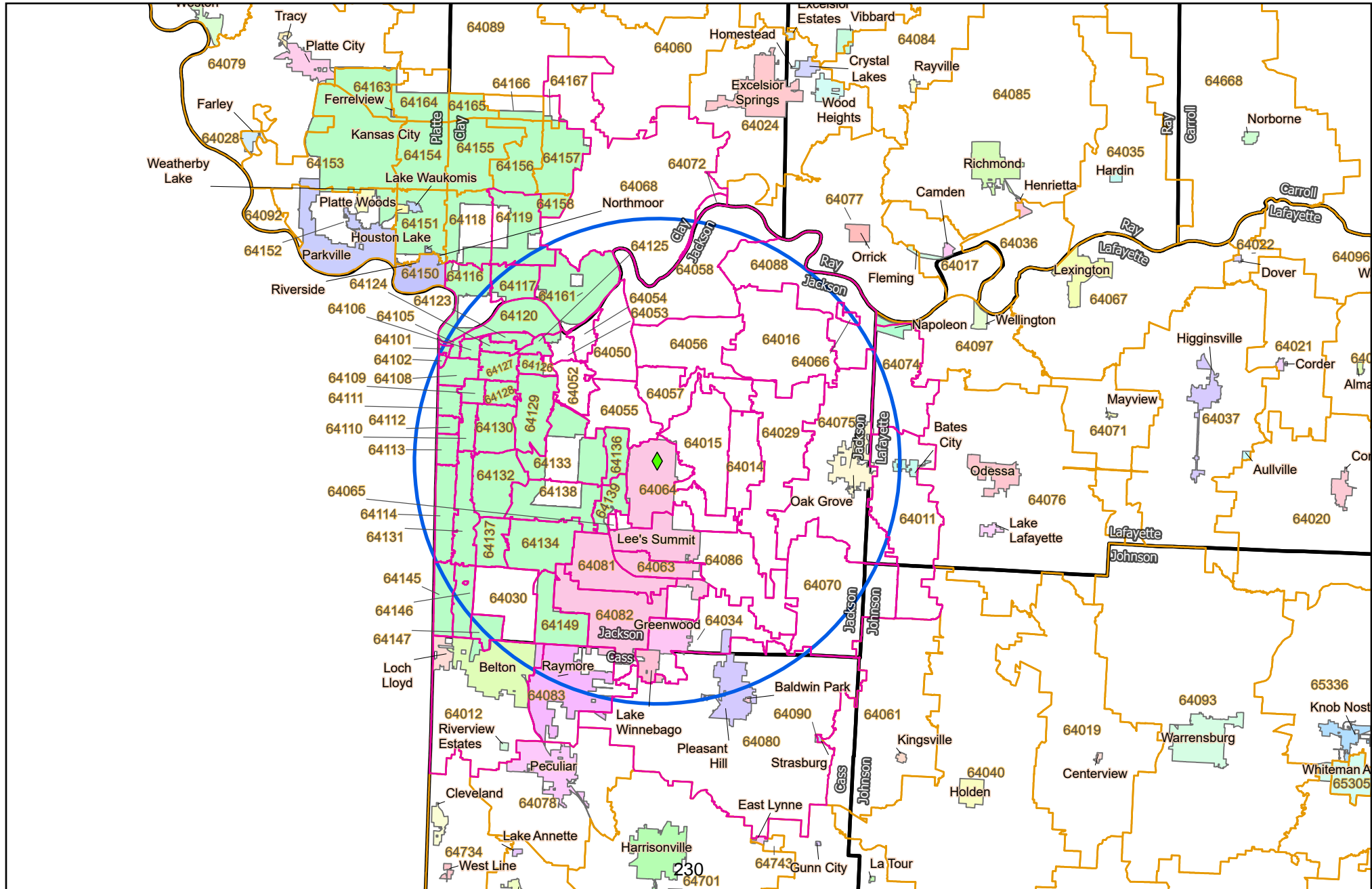
- 6. If the project is to add beds to an existing facility, has the facility received a Notice of Noncompliance within the last 18 months as a result of a survey, inspection or complaint investigation? If the answer is yes, explain.**

N/A

DIVIDER III Attachments

CON 15 Mile Radius

Y:39.006659 X:-94.354450



	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	POPULATION- 65+			Project Number:				Project Address:		(39.006659, -94.354450)					
2		Zip In Radius	Pop in Zip	City in Zip	City Pop	% of City in ZIP	City Pop in ZIP	Total Cities' Pop in Zip	Zip Pop W/O Cities' Pop	% of Zip Area in Radius	Zip Pop in Radius W/O Cities' Pop	% City in Zip & Radius	City Pop in Zip & Radius	Total Cities' Pop in Zip & Radius	Zip Pop w City Pop in Zip & Radius
3	1	64011	844	Bates City	54	100%	54	54	790	35%	277	25%	14	14	290
4							0						0		
5							0						0		
6	2	64012	6,071	Belton	4,838	100%	4,838	4,860	1,211	5%	61	20%	968	968	1,028
7				Loch Lloyd	520	100%						0%			
8				Raymore	6,406	0%	0					0%	0		
9				Riverview Estates	22	100%	22					0%	0		
10	3	64034	1,562	Greenwood	667	100%	667	1,405	157	100%	157	100%	667	1,405	1,562
11				Lake Winnebago	613	95%	582					95%	582		
12				Pleasant Hill	1,552	10%	155					10%	155		
13	4	64074	162	Napoleon	67	75%	50	50	112	20%	22	0%	0	0	22
14							0						0		
15							0						0		
16	5	64075	2,463	Oak Grove	1,792	100%	1,792	1,792	671	100%	671	100%	1,792	1,792	2,463
17							0						0		
18							0						0		
19	6	64080	3,001	Baldwin Park	11	100%	11	11	2,990	15%	449	0%	0	0	449
20				Pleasant Hill	1,552	90%						35%			
21				Raymore	6,406	0%	0					0%	0		
22				Strasburg	13	0%	0					0%	0		
23	7	64082	3,418	Kansas City	88,214	0%	0	7,772	-4,354	100%	-4,354	0%	0	7,772	3,418
24				Lake Winnebago	613	0%	0					0%	0		
25				Lee's Summit	22,206	35%	7,772					35%	7,772		
26	8	64083	6,582	Lee's Summit	22,206	10%	2,221	2,221	4,361	45%	1,963	5%	1,110	1,110	3,073
27				Raymore	6,406		0						0		
28							0						0		
29	9	64147	3	Kansas City	88,214	0%	0	0	3	60%	2	0%	0	0	2
30							0						0		
31							0						0		
32	10	64014	5,342				0	0	5,342	100%	5,342		0	0	5,342
33							0						0		
34							0						0		
35	11	64015	7,003				0	0	7,003	100%	7,003		0	0	7,003
36							0						0		
37							0						0		
38	12	64016	849				0	0	849	100%	849		0	0	849
39							0						0		
40							0						0		
41	13	64029	3,584				0	0	3,584	100%	3,584		0	0	3,584
42							0						0		
43							0						0		
44	14	64030	4,555				0	0	4,555	100%	4,555		0	0	4,555
45							0						0		
46							0						0		
47	15	64050	4,452				0	231	4,452	100%	4,452		0	0	4,452
48							0						0		

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
2		Zip In Radius	Pop in Zip	City in Zip	City Pop	% of City in ZIP	City Pop in ZIP	Total Cities' Pop in Zip	Zip Pop W/O Cities' Pop	% of Zip Area in Radius	Zip Pop in Radius W/O Cities' Pop	% City in Zip & Radius	City Pop in Zip & Radius	Total Cities' Pop in Zip & Radius	Zip Pop w City Pop in Zip & Radius
49							0						0		
50	16	64052	4,188				0	0	4,188	100%	4,188		0	0	4,188
51							0						0		
53	17	64053	995				0	0	995	100%	995		0	0	995
54							0						0		
55							0						0		
56	18	64054	678				0	0	678	100%	678		0	0	678
57							0						0		
58							0						0		
59	19	64055	10,559				0	0	10,559	100%	10,559		0	0	10,559
60							0						0		
61							0						0		
62	20	64056	2,667				0	0	2,667	100%	2,667		0	0	2,667
63							0						0		
64							0						0		
65	21	64057	4,273				0	0	4,273	100%	4,273		0	0	4,273
66							0						0		
67							0						0		
68	22	64058	1,386				0	0	1,386	80%	1,109		0	0	1,109
69							0						0		
70							0						0		
71	23	64063	3,381				0	0	3,381	100%	3,381		0	0	3,381
72							0						0		
73							0						0		
74	24	64064	5,301				0	0	5,301	100%	5,301		0	0	5,301
75							0						0		
76							0						0		
77	25	64065	1				0	0	1	100%	1		0	0	1
78							0						0		
79							0						0		
80	26	64066	26				0	0	26	80%	21		0	0	21
81							0						0		
82							0						0		
83	27	64068	7,480				0	0	7,480	25%	1,870		0	0	1,870
84							0						0		
85							0						0		
86	28	64070	824				0	0	824	85%	700		0	0	700
87							0						0		
88							0						0		
89	29	64072	45				0	0	45	0%	0		0	0	0
90							0						0		
91							0						0		
92	30	64081	6,678				0	0	6,678	100%	6,678		0	0	6,678
93							0						0		
94							0						0		
95	31	64086	4,302				0	0	4,302	100%	4,302		0	0	4,302
96							0						0		

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
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97							0						0		
98	32	64088	388				0	0	388	65%	252		0	0	252
99							0						0		
100							0						0		
101	33	64101	12				0	0	12	90%	11		0	0	11
102							0						0		
103							0						0		
104	34	64102	5				0	0	5	100%	5		0	0	5
105							0						0		
106							0						0		
107	35	64105	791				0	0	791	95%	751		0	0	751
108							0						0		
109							0						0		
110	36	64106	844				0	0	844	100%	844		0	0	844
111							0						0		
112							0						0		
113	37	64108	1,929				0	0	1,929	100%	1,929		0	0	1,929
114							0						0		
115							0						0		
116	38	64109	1,401				0	0	1,401	100%	1,401		0	0	1,401
117							0						0		
118							0						0		
119	39	64110	2,190				0	0	2,190	100%	2,190		0	0	2,190
120							0						0		
121							0						0		
122	40	64111	2,425				0	0	2,425	100%	2,425		0	0	2,425
123							0						0		
124							0						0		
125	41	64112	2,127				0	0	2,127	100%	2,127		0	0	2,127
126							0						0		
127							0						0		
128	42	64113	2,731				0	0	2,731	100%	2,731		0	0	2,731
129							0						0		
130							0						0		
131	43	64114	5,674				0	0	5,674	100%	5,674		0	0	5,674
132							0						0		
133							0						0		
134	44	64116	4,255				0	0	4,255	40%	1,702		0	0	1,702
135							0						0		
136							0						0		
137	45	64117	2,469				0	0	2,469	90%	2,222		0	0	2,222
138							0						0		
139							0						0		
140	46	64119	7,148				0	0	7,148	15%	1,072		0	0	1,072
141							0						0		
142							0						0		
143	47	64120	179				0	0	179	100%	179		0	0	179
144							0						0		

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145							0						0		
146	48	64123	1,217				0	0	1,217	100%	1,217		0	0	1,217
147							0						0		
148							0						0		
149	49	64124	1,157				0	0	1,157	100%	1,157		0	0	1,157
150							0						0		
151							0						0		
152	50	64125	162				0	0	162	100%	162		0	0	162
153							0						0		
154							0						0		
155	51	64126	669				0	0	669	100%	669		0	0	669
156							0						0		
157							0						0		
158	52	64127	2,221				0	0	2,221	100%	2,221		0	0	2,221
159							0						0		
160							0						0		
161	53	64128	2,086				0	0	2,086	100%	2,086		0	0	2,086
162							0						0		
163							0						0		
164	54	64129	1,261				0	0	1,261	100%	1,261		0	0	1,261
165							0						0		
166							0						0		
167	55	64130	4,165				0	0	4,165	100%	4,165		0	0	4,165
168							0						0		
169							0						0		
170	56	64131	3,795				0	0	3,795	100%	3,795		0	0	3,795
171							0						0		
172							0						0		
173	57	64132	1,848				0	0	1,848	100%	1,848		0	0	1,848
174							0						0		
175							0						0		
176	58	64133	7,825				0	0	7,825	100%	7,825		0	0	7,825
177							0						0		
178							0						0		
179	59	64134	3,269				0	0	3,269	100%	3,269		0	0	3,269
180							0						0		
181							0						0		
182	60	64136	469				0	0	469	100%	469		0	0	469
183							0						0		
184							0						0		
185	61	64137	1,690				0	0	1,690	100%	1,690		0	0	1,690
186							0						0		
187							0						0		
188	62	64138	4,846				0	234	4,846	100%	4,846		0	0	4,846
189							0						0		

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
2		Zip In Radius	Pop in Zip	City in Zip	City Pop	% of City in ZIP	City Pop in ZIP	Total Cities' Pop in Zip	Zip Pop W/O Cities' Pop	% of Zip Area in Radius	Zip Pop in Radius W/O Cities' Pop	% City in Zip & Radius	City Pop in Zip & Radius	Total Cities' Pop in Zip & Radius	Zip Pop w City Pop in Zip & Radius
190							0						0		
191	63	64139	684				0	0	684	100%	684		0	0	684
192							0						0		
193							0						0		
194	64	64145	2,128				0	0	2,128	15%	319		0	0	319
195							0						0		
196							0						0		
197	65	64146	512				0	0	512	55%	282		0	0	282
198							0						0		
199							0						0		
200	66	64149	148				0	0	148	100%	148		0	0	148
201							0						0		
202							0						0		
203	67	64161	133				0	0	133	100%	133		0	0	133
204							0						0		
205							0						0		
206															
207			177,528		252,372		18,165	18,165	159,364		135,516		13,060	13,060	148,576
208														Bed Need	3,714
209	Rev. 05/2013														

County	Facility Name	Address	City	Zip	CON Approved	Licensed Beds	4th Qtr 2023 Occup %	1st Qtr 2024 Occup %	2nd Qtr 2024 Occup %	3rd Qtr 2024 Occup %	4th Qtr 2024 Occup %	1st Qtr 2025	Average Occup %				
Cass	Benton House of Raymore	2100 Johnston Drive	Raymore	64083	0	95	0	95	77.1%	89.4%	90.5%	94.4%	90.4%	6,570	5,411	82.4%	87.4%
Cass	Bristol Manor of Pleasant Hill	2124 Highridge	Pleasant Hill	64080	0	0	12	12	77.8%	82.0%	75.4%	68.4%	62.1%	1,080	865	80.1%	74.3%
Cass	Foxwood Springs Living Center	1500 West Foxwood Dr	Raymore	64083	0	62	0	62	50.7%	49.6%	52.4%	51.2%	57.1%	5,400	3,218	59.6%	53.4%
Clay	Cedars of Liberty Health Care Center	200 West Ruth Ewing Rd	Liberty	64068	0	0	206	206	72.3%	62.0%	54.5%	38.9%	37.8%	18,540	5,146	27.8%	46.5%
Blue Springs	Luxe Life Senior Living	111 Mock Ave	Blue Springs	64014	0	57	0	57	58.4%	67.1%	63.7%	58.6%	60.5%	5,130	3,175	61.9%	61.7%
Jackson	Parkway Senior Living, The	550 NE Napoleon Drive	Blue Springs	64014	0	72	0	72	92.9%	88.3%	91.4%	92.2%	93.6%	6,480	5,997	92.5%	91.8%
Jackson	Waterford Ladies Home	500 Nw Vesper St	Blue Springs	64014	0	0	27	27	64.5%	70.6%	73.6%	74.2%	65.8%	2,430	1,466	60.3%	68.2%
Jackson	Benton House of Blue Springs	1701 NW Jefferson Street	Blue Springs	64015	0	95	0	95	80.5%	83.2%	93.8%	95.8%	97.1%	6,570	6,501	98.9%	91.5%
Jackson	Cedarhurst of Blue Springs	20551 East Trinity Place	Blue Springs	64015	0	89	0	89	70.7%	65.8%	70.4%	78.2%	80.1%	8,010	6,222	77.7%	73.8%
Jackson	Collier Care Home, Inc	3001 Northwest Vesper St	Blue Springs	64015	0	0	15	15	73.3%	73.7%	73.3%	73.3%	73.3%	1,350	960	71.1%	73.0%
Jackson	Beehive Homes of Grain Valley	101 Cross Creek Dr	Grain Valley	64029	0	32	0	32	58.1%	55.6%	71.1%	61.1%	46.8%	2,880	1,944	67.5%	60.0%
Jackson	Essex of Grain Valley, The	401 SW Rock Creek Ln	Grain Valley	64029	0	0	12	12	74.3%	74.3%	98.4%	100.0%	100.0%	1,080	1,061	98.2%	91.2%
Jackson	Maywood Manor	1041 West Truman Rd	Independence	64050	0	0	24	24	72.9%	63.6%	72.6%	79.8%	79.3%	2,160	1,699	78.7%	74.5%
Jackson	White Oak Assisted Living	1415-1515 West White Oak	Independence	64050	0	78	0	78	49.3%	45.4%	44.2%	44.2%	42.2%	7,020	3,772	53.7%	46.5%
Jackson	Wood Oaks, Inc	1804 South Sterling Ave	Independence	64052	0	0	30	30	90.0%	91.8%	81.5%	91.7%	89.5%	2,700	2,413	89.4%	89.0%
Jackson	Baptist Homes of Independence (license merged 8/16/21)	17451 Medical Center Parkway	Independence	64057	0	0	20	20	50.0%	50.5%	50.5%	50.0%		1,800	1,512	84.0%	56.9%
Jackson	Jackson Creek Memory Care (CON App. 12/23/24)	19400 E 40th Ct Court S	Independence	64057	35	0	0	0									
Jackson	Jackson Creek Post Acute	3980 S Jackson Dr	Independence	64057	0	62	0	62	50.8%	44.4%	43.9%	50.2%	52.4%	5,580	3,446	61.8%	50.6%
Jackson	Blue Hills Rest Home, Inc	2207 N Blue Mills Rd	Independence	64058	0	63	0	63	96.4%	97.1%	97.3%	93.1%	94.6%	5,670	5,343	94.2%	95.5%
Jackson	Addition Place of Lee's Summit	2160 SE Blue Parkway	Lees Summit	64063	0	88	0	88		85.2%	80.9%	80.6%	79.9%	7,920	5,952	75.2%	80.4%
Jackson	Cross Creek at Lee's Summit	3320 NE Wilshire Dr.	Lee's Summit	64064	0	55	0	55	77.6%	76.0%	85.3%	89.1%	88.8%	4,950	4,143	83.7%	83.4%
Jackson	Bristol Manor of Oak Grove	300 North Austin	Oak Grove	64075	0	0	12	12	75.5%	61.3%	78.0%	86.0%	91.8%	1,080	971	89.9%	80.4%
Jackson	Princeton Senior Living The	1701 S E Oldham Parkway	Lee's Summit	64081	0	74	0	74	93.3%	87.5%	86.8%	88.1%	91.6%	6,660	5,517	82.8%	88.3%
Jackson	Silverado Lee's Summit	3101 SW 3rd Street	Lee's Summit	64081	0	54	0	54	100.0%	93.6%	89.4%	94.1%	96.6%	4,770	4,469	93.7%	94.6%
Jackson	Village Assisted Living	1701 NW O'Brien Road	Lee's Summit	64081	0	50	0	50	84.7%	83.0%	80.7%	77.7%	86.7%	2,250	2,077	92.3%	84.2%
Jackson	Village Assisted Living (RCF Closed 10/01/18)	1704 Northwest O'Brien Rd	Lee's Summit	64081	4	172	0	172	85.8%	88.8%	85.6%	84.6%	87.2%	15,453	13,152	85.1%	86.2%
Jackson	Raintree Village (Opened 1/30/25)	1501 SW Arborwalk Blvd	Lee's Summit	64082	64	42	0	42									
Jackson	Zebra Hitch Senior Living (CON App. 9/12/23)	38.948556, -94.355917	Lee's Summit	64086	134	0	0	0									
Jackson	Beacon Hill Residential Care	2905 Campbell	Kansas City	64109	0	0	37	37	47.7%	53.0%	50.9%	48.8%	51.4%	3,330	1,779	53.4%	50.8%
Jackson	Jolet Home	3920 Forest	Kansas City	64110	0	0	17	17	88.9%	88.2%	88.2%	88.2%	94.1%	1,530	1,440	94.1%	89.3%
Jackson	Rockhill Manor Assisted Living	4235 Locust St	Kansas City	64110	0	190	0	190	94.8%	93.8%	98.1%	96.9%	91.5%	14,850	14,400	97.0%	95.3%
Jackson	Bishop Spencer Place, Inc. The (CON app. 5/6/24)	4301 Madison Ave	Kansas City	64111	21	40	0	40	38.6%	44.2%	49.1%	42.4%	43.5%	3,586	1,620	45.2%	43.8%
Jackson	The Ashton on the Plaza	2 Emanuel Cleaver II Blvd	Kansas City	64112	0	96	0	96	58.2%	64.0%	48.6%	44.8%					53.8%
Jackson	My Blessed Home	305 E 63rd St	Kansas City	64113	0	0	11	11	73.5%	75.5%	81.3%	78.2%	84.7%	979	979	100.0%	84.2%
Jackson	Armour Oaks Senior Living Community	8100 Wornall Rd	Kansas City	64114	0	47	0	47	75.9%	77.4%	79.4%	82.3%		4,230	3,330	78.7%	78.7%
Jackson	Brookdale Wornall Place	501 West 107th Street	Kansas City	64114	0	68	0	68	42.8%	54.8%	67.7%	75.8%	75.6%				63.7%
Jackson	Kingswood	10000 Wornall Rd	Kansas City	64114	0	67	0	67	81.9%	82.9%		75.2%	74.6%	6,030	4,649	77.1%	78.2%
Jackson	Carrie Dumas Long Term Care Facility	2836 Benton Blvd	Kansas City	64128	0	34	0	34	52.3%	47.3%	47.6%	52.9%	52.9%	3,060	1,620	52.9%	51.0%
Jackson	House of Care Residences	3744 Benton Blvd	Kansas City	64128	0	0	8	8	86.1%	87.5%		87.1%	86.1%	720	644	89.4%	89.0%
Jackson	Palestine Legacy Residences (CON approved 11/7/16)	3640 Benton Boulevard	Kansas City	64128	39	0	0	0									
Jackson	Harris House Residential Care Facility, The	3859 East 59th Terrace	Kansas City	64130	0	0	7	7	100.0%	100.0%	100.0%	100.0%	100.0%	630	630	100.0%	100.0%
Jackson	Lodge Residential Care Facility, The	3860 East 60th St	Kansas City	64130	0	0	8	8	100.0%	100.0%	100.0%	100.0%	100.0%	720	690	95.8%	99.3%
Jackson	Butterfly Haven (Closed 3/22/25)	11500 Campbell St	Kansas City	64131	0	0	0	0									
Jackson	St. Anthony's	1010 East 68th Street	Kansas City	64131	0	81	0	81	59.3%	65.3%	63.6%	63.6%	66.2%	6,930	4,612	66.6%	64.0%
Jackson	Hidden Lake Care Center (Closed 4/11/24)	11400 Hidden Lake Dr	Raytown	64133	0	0	0	0	63.3%	67.4%							65.3%
Jackson	Oaks, The	5550 Noland Rd	Kansas City	64133	0	0	62	62	65.6%	66.3%	67.2%	66.7%	67.7%	5,580	3,631	65.1%	66.4%
Jackson	Trustwell Living of Raytown	9110 E. 63rd Street	Raytown	64133	0	76	0	76									
Jackson	Summitview Terrace Assisted Living By Americare	12101 East Bannister Rd	Kansas City	64138	0	52	0	52	53.9%	48.9%	49.0%	46.5%					49.6%
Jackson	Villa Ventura Assisted Living Facility (Closed 12/20/23)	12100 Wornall Rd	Kansas City	64145	0	0	0	0									
					297	1934	565	2499									
					CON Approved	ALF	RCF	Beds Available									
													73.90%				
													Average Occupancy				

DIVIDER IV

Financial Feasibility Review Criteria and Standards

Divider IV: Financial Feasibility Review Criteria and Standards

- 1. Document that the proposed costs per square foot are reasonable when compared to the latest "RS Means Construction Cost Data."**

The new construction cost for Project #6232 RS is \$14,205,892 for 53,899 sq. ft., or \$263.56 per sq. ft. The projected cost is below the RS Means $\frac{3}{4}$ percentile for the Kansas City area of \$278.05. The new construction cost is therefore presumptively reasonable under 19 CSR 60-50.470(1). See Attachment 4.1.

- 2. Document that sufficient financing is available by providing a letter from a financial institution or an auditor's statement indicating that sufficient funds are available.**

Applicant has more than \$51,432,982 available for this project via financing. See Attachment 4-2.1. Additionally, Mr. Patrick E. O'Reilly intends to provide additional capital of \$12,858,246. Mr. O'Reilly's personal financial advisor has confirmed that he has adequate funds available. See Attachment 4-2.2.

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

As this is a new project, there is no data to report for the latest three years. Projected revenues and expenses can be found at Attachment 4-3.

- 4. Document how patient charges are derived.**

Patient charges are derived from a combination of monthly flat fee rent for the selected apartment home plus separate care fees. The rent fee for assisted living units is projected to average \$6,420 for studios, \$7,550 for one-bedroom units, and \$9,340 for two-bedroom units. Memory care suite rent is projected to average \$7,835 for single occupancy units. Rent includes all meals, snacks, social events, scheduled transportation, 24-hour protective oversight, and basic medication management. Average care fees are estimated at \$1,790 per month for assisted living and \$2,430 for memory care. These fees include electronic fall-risk and vitals monitoring through Inspiren. Otherwise, the care charge estimates are based on a point-based care assessment. Each resident will receive a personalized care plan and will receive only care services needed and wanted.

This hybrid rent and care fee model allows healthier residents to avoid paying for care services they do not use. This flexible fee model appeals to residents and their families and is projected to increase utilization.

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

Provisions will be made to allow residents to select or relocate to more affordable apartments, including shared apartments where appropriate. Management will assist residents in securing veteran and Mason benefits and in utilizing medial tax deductions to offset costs. Third party providers will be utilized when Medicare services are available.

- 6. For a proposed new skilled nursing or intermediate care facility, what percent of your admissions would be Medicaid eligible on the first day of admission or become Medicaid eligible within 90 days of admission?**

N/A

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

N/A

DIVIDER IV Attachments

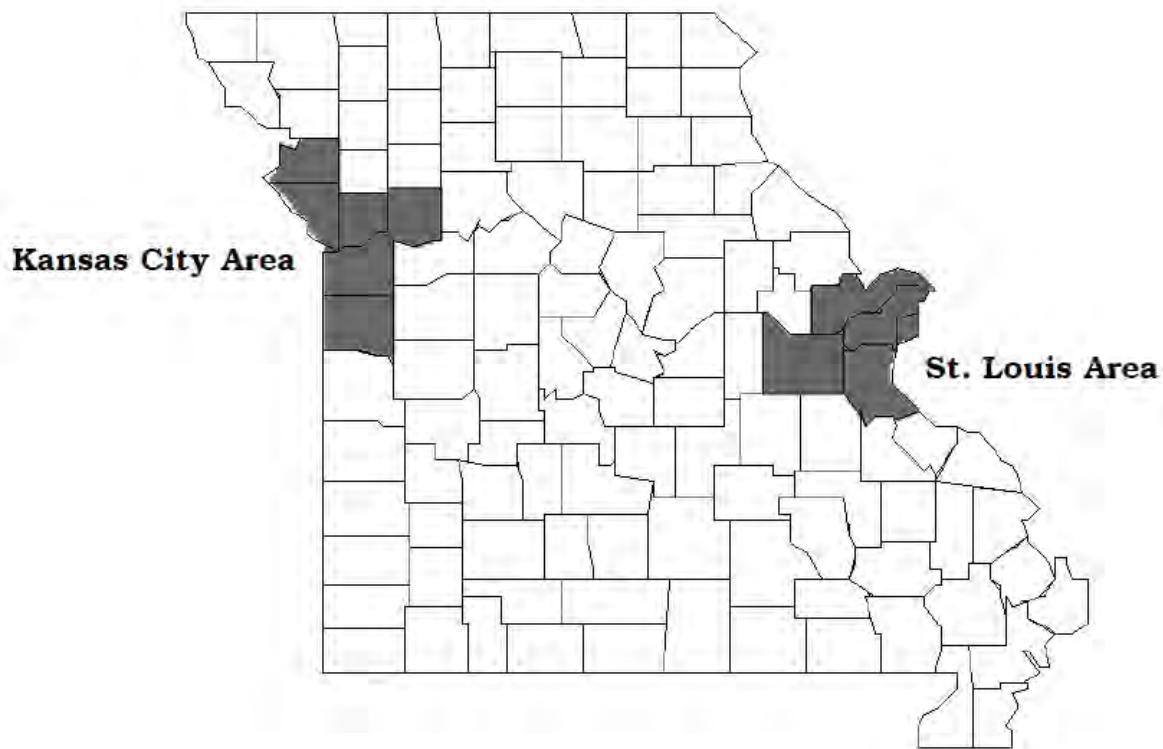
RS Means Cost Data

RS Means Cost Data Percentile Limits Total New Construction Project Costs*

Source: 2025 RS Means Building Construction Cost Data

<u>Type of Facility</u>	<u>Percentile</u>	<u>St. Louis Area</u>	<u>Kansas City Area</u>	<u>Other Missouri</u>
Hospital	3/4	519.93	522.58	486.54
Cost Per Sq. Ft.	Median	480.69	483.14	449.82
Nursing Home/ Assisted Living Facility**	3/4	276.64	278.05	258.88
Cost Per Sq. Ft.	Median	209.93	211.00	196.45

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



* Renovation costs should not exceed 70% of total new construction project costs.

Guaranty Bank

August 8, 2025

Cole DeBerg
O'Reilly Development Co., Inc.
5051S. National Ste. 7-B
Springfield MO 65810

Re: Lee's Summit Senior Living Community, LLC

Dear Cole,

Guaranty Bank is pleased to offer the following proposed terms for consideration on the financing of your Lee's Summit project with the CON number of #6232 RS. . Final approval is subject to finalization of plans, specs and costs for project and complete underwriting and approval by loan committee.

Borrower: Lee's Summit Senior Living Community, LLC

Guarantor: Principals and Trusts 100% at origination until property reaches break even when guaranty will be reduced to 80%. Guaranty further reduced to 50% upon stabilization

Loan Amount: \$51,432,982 (limited to lesser of 80% of cost or appraised value)

Collateral: First Deed of Trust and Assignment of Rents; (Address to be determined), Lee's Summit, Missouri

Terms: Five-year term: 48 months interest only draw note (construction phase); Interest due monthly converting to principal and interest payment in 49th month based on 30 year amortization

Rate: 6.5% fixed

Fees: .250% Loan fee: Borrower to pay all third-party fees including but not limited to appraisal, title insurance, recording, attorney, closing and disbursement fees.

We are looking forward to working with you on this exciting project. If you have any questions, or need additional information, please call me at (417)851-5722.

Sincerely,



Marc Mayer
Senior Vice President



August 8, 2025

RE: CON: 6232 RS: Lee's Summit Senior Living Community, LLC

To Whom It May Concern,

Moneta Group serves as the financial advisor for Patrick E. O'Reilly. As such, please accept this letter as proof of adequate funds and assets available to invest the required capital needed for the above-referenced project. According to the budget provided, the infusion of equity required would be \$12,858,246 (Twelve million eight hundred-fifty-eight thousand two hundred forty-six dollars). As Mr. O'Reilly's Financial Advisor, I can confirm that Mr. O'Reilly does possess adequate funds needed to personally invest in this project.

Sincerely,

Heather J Kline, CPA CTFA

Senior Family Office Advisor

Moneta Group

Mobile: 512-751-4160

Direct: 913-359-6668

1900 Shawnee Mission Parkway, Ste 225

Mission Woods, KS 66205

**SERVICE-SPECIFIC REVENUES AND EXPENSES****Project Title:** Lee's Summit II**Project #:** 6232 RS**Historical Financial Data for Latest Three Full Years plus
Projections Through Three Full Years Beyond Project Completion**

Use an individual form for each affected service with a
sufficient number of copies of this form to cover entire period,
and fill in the years in the appropriate blanks.

	Year		
	<u>2028</u>	<u>2029</u>	<u>2030</u>
Amount of Utilization:*	<u>0</u>	<u>11,142</u>	<u>21,351</u>
Revenue:			
Average Charge**	<u>\$0</u>	<u>\$283</u>	<u>\$290</u>
Gross Revenue	<u>\$0</u>	<u>\$3,154,889</u>	<u>\$6,183,616</u>
Revenue Deductions	<u>0</u>	<u>280,000</u>	<u>210,000</u>
Operating Revenue	<u>0</u>	<u>2,874,889</u>	<u>5,973,616</u>
Other Revenue	<u>807</u>	<u>16,532</u>	<u>24,762</u>
TOTAL REVENUE	<u>\$807</u>	<u>\$2,891,421</u>	<u>\$5,998,378</u>
Expenses:			
Direct Expenses			
Salaries	<u>283,577</u>	<u>2,701,195</u>	<u>2,958,574</u>
Fees	<u>47,007</u>	<u>306,804</u>	<u>315,880</u>
Supplies	<u>23,074</u>	<u>227,909</u>	<u>339,370</u>
Other	<u>205,368</u>	<u>1,677,220</u>	<u>1,803,808</u>
TOTAL DIRECT	<u>\$559,026</u>	<u>\$4,913,128</u>	<u>\$5,417,632</u>
Indirect Expenses			
Depreciation	<u>543,627</u>	<u>543,627</u>	<u>543,627</u>
Interest***	<u>842,400</u>	<u>832,055</u>	<u>821,072</u>
Rent/Lease	<u>0</u>	<u>0</u>	<u>0</u>
Overhead****	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL INDIRECT	<u>\$1,386,027</u>	<u>\$1,375,682</u>	<u>\$1,364,699</u>
TOTAL EXPENSES	<u>\$1,945,053</u>	<u>\$6,288,810</u>	<u>\$6,782,331</u>
NET INCOME (LOSS):	<u>-\$1,944,246</u>	<u>-\$3,397,389</u>	<u>-\$783,953</u>

*Utilization will be measured in "patient days" for licensed beds, "procedures" for equipment,
or other appropriate units of measure specific to the service affected.

**Indicate how the average charge/procedure was calculated.

***Only on long term debt, not construction.

****Indicate how overhead was calculated.

**SERVICE-SPECIFIC REVENUES AND EXPENSES****Project Title:** Lee's Summit II**Project #:** 6232 RS**Historical Financial Data for Latest Three Full Years plus
Projections Through Three Full Years Beyond Project Completion**

*Use an individual form for each affected service with a
sufficient number of copies of this form to cover entire period,
and fill in the years in the appropriate blanks.*

	Year		
	<u>2031</u>	<u>2032</u>	<u>2033</u>
Amount of Utilization:*	<u>25,795</u>	<u>25,868</u>	<u>25,795</u>
Revenue:			
Average Charge**	<u>\$286</u>	<u>\$293</u>	<u>\$303</u>
Gross Revenue	<u>\$7,367,431</u>	<u>\$7,583,513</u>	<u>\$7,809,549</u>
Revenue Deductions	<u>52,500</u>	<u>0</u>	<u>0</u>
Operating Revenue	<u>7,314,931</u>	<u>7,583,513</u>	<u>7,809,549</u>
Other Revenue	<u>27,055</u>	<u>27,942</u>	<u>28,828</u>
TOTAL REVENUE	<u>\$7,341,986</u>	<u>\$7,611,455</u>	<u>\$7,838,377</u>
Expenses:			
Direct Expenses			
Salaries	<u>3,068,030</u>	<u>3,138,539</u>	<u>3,208,680</u>
Fees	<u>297,991</u>	<u>295,660</u>	<u>297,933</u>
Supplies	<u>357,387</u>	<u>353,797</u>	<u>357,162</u>
Other	<u>1,872,536</u>	<u>1,928,623</u>	<u>1,986,419</u>
TOTAL DIRECT	<u>\$5,595,944</u>	<u>\$5,716,619</u>	<u>\$5,850,194</u>
Indirect Expenses			
Depreciation	<u>543,627</u>	<u>543,627</u>	<u>543,627</u>
Interest***	<u>809,412</u>	<u>797,033</u>	<u>783,890</u>
Rent/Lease	<u>0</u>	<u>0</u>	<u>0</u>
Overhead****	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL INDIRECT	<u>\$1,353,039</u>	<u>\$1,340,660</u>	<u>\$1,327,517</u>
TOTAL EXPENSES	<u>\$6,948,983</u>	<u>\$7,057,279</u>	<u>\$7,177,711</u>
NET INCOME (LOSS):	<u>\$393,003</u>	<u>\$554,176</u>	<u>\$660,666</u>

*Utilization will be measured in "patient days" for licensed beds, "procedures" for equipment,
or other appropriate units of measure specific to the service affected.

**Indicate how the average charge/procedure was calculated.

***Only on long term debt, not construction.

****Indicate how overhead was calculated.